

File No. 220858 Committee Item No. 8
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Land Use and Transportation Committee Date September 19, 2022

Board of Supervisors Meeting

Date _____

Cmte Board

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Completed by: Erica Major Date September 15, 2022

Completed by: Erica Major Date _____

1 [Disposition and Development Agreement and Air Rights Lease - Successor Agency to the
2 San Francisco Redevelopment Agency Land - F4 Transbay Partners LLC and Transbay Block
4 Housing Partnership, L.P. - Transbay Block 4 - \$6,000,000]

3
4 **Resolution approving the disposition of land, and entrance into a ground lease of**
5 **certain air space rights, by the Successor Agency to the Redevelopment Agency of the**
6 **City and County of San Francisco to F4 Transbay Partners LLC, a Delaware limited**
7 **liability company, and Transbay Block 4 Housing Partnership, L.P., a California limited**
8 **partnership, for a purchase price of \$6,000,000 for the property generally located at 200**
9 **Main Street, bounded by Howard, Main and Beale Streets and extending approximately**
10 **205 feet southeast from Howard Street (Assessor's Parcel Block No. 3739, Lot Nos. 010**
11 **and 011), commonly known as Transbay Block 4; making findings under the Transbay**
12 **Redevelopment Plan (incorporating California Health and Safety Code, Section 33433);**
13 **making findings under the California Environmental Quality Act; and making findings**
14 **of consistency with the General Plan, and the eight priority policies of Planning Code,**
15 **Section 101.1.**

16
17 WHEREAS, The Board of Supervisors of the City and County of San Francisco
18 established the Transbay Redevelopment Project Area ("Project Area") and approved a
19 Redevelopment Plan for the Project Area in 2005 by Ordinance No. 124-05 and by Ordinance
20 No. 99-06, as amended by Ordinance No. 84-15 and Ordinance No. 62-16 ("Redevelopment
21 Plan") to undertake a variety of projects and activities to alleviate blighting conditions; and

22 WHEREAS, In 2003, the State adopted California Public Resources Code Section
23 5027.1, which requires that any redevelopment plan adopted to finance, in whole or in part,
24 the demolition of the former transbay terminal building and the construction of a new terminal,
25 including its associated vehicle ramps ("Transbay Transit Center" or "TTC"), shall ensure that

1 at least 25% of all dwelling units developed within the Project Area shall be available at
2 affordable housing cost to, and occupied by, persons and families whose incomes do not
3 exceed 60% of the area median income, and that at least an additional 10% of all dwelling
4 units developed within the Project Area shall be available at affordable housing cost to, and
5 occupied by, persons and families whose incomes do not exceed 120% of the area median
6 income, for a total 35% affordable housing obligation ("Transbay Affordable Housing
7 Obligation"); and

8 WHEREAS, Also in 2003, the State of California, acting through its Department of
9 Transportation entered into an agreement with the Transbay Joint Powers Authority ("TJPA")
10 and the City ("Cooperative Agreement") whereby the State agreed to transfer approximately
11 10 acres of State-owned property ("State-Owned Parcels") in and around the former transbay
12 terminal to the City and the TJPA, which would then sell the State-Owned Parcels and use the
13 revenues from the sales to finance the TTC; and

14 WHEREAS, In 2006, the TJPA and the former San Francisco Redevelopment Agency
15 ("Former Agency") executed an agreement ("Implementation Agreement"), which required the
16 Former Agency to take the lead role in facilitating the development of the State-Owned
17 Parcels; and

18 WHEREAS, The Implementation Agreement required the Former Agency to: (1)
19 prepare and sell the State-Owned Parcels to third parties; (2) deposit the sale proceeds into a
20 trust account to help the TJPA pay the cost of constructing the TTC; (3) implement the
21 Redevelopment Plan to enhance the financial feasibility of the TTC; and (4) fund the state-
22 mandated Transbay Affordable Housing Obligation; and

23 WHEREAS, In 2008, the City, the Former Agency, and the TJPA granted the Former
24 Agency an option to acquire the State-Owned Parcels, arrange for development of the
25

1 parcels, and distribute the net tax increment to the TJPA to use for the TTC ("2008 Option
2 Agreement"); and

3 WHEREAS, On February 1, 2012, under California Health & Safety Code Sections
4 34170 et seq. ("Redevelopment Dissolution Law"), the State of California dissolved all
5 redevelopment agencies, including the Former Agency, and required the transfer of certain of
6 the Former Agency's assets and obligations to the Successor Agency to the Redevelopment
7 Agency of the City and County of San Francisco ("Successor Agency," commonly known as
8 the Office of Community Investment and Infrastructure or OCII); and

9 WHEREAS, On June 27, 2012, under Health and Safety Code, Section 34173(g), the
10 Redevelopment Dissolution Law was amended to clarify that successor agencies are
11 separate public entities from the city or county that had originally established a redevelopment
12 agency and that they succeed to the organizational status of the former redevelopment
13 agency to complete any work related to an approved enforceable obligation; and

14 WHEREAS, The Board of Supervisors, acting as the legislative body of the Successor
15 Agency, adopted Ordinance No. 215-12, which, among other matters: (a) acknowledged and
16 confirmed that the Successor Agency is a separate legal entity from the City; and (b)
17 established the Successor Agency Commission ("OCII Commission") and delegated to it the
18 authority to (i) implement, modify, enforce and complete the Former Agency's enforceable
19 obligations, (ii) approve all contracts and actions related to the assets transferred to or
20 retained by the Successor Agency, including, without limitation, the authority to exercise land
21 use, development, and design approval, consistent with the applicable enforceable
22 obligations, and (iii) take any action that the Redevelopment Dissolution Law requires or
23 authorizes on behalf of the Successor Agency and any other action that the Commission
24 deems appropriate, consistent with the Redevelopment Dissolution Law, to comply with such
25 obligations; and

1 WHEREAS, Pursuant to the Redevelopment Dissolution Law, all of the Former
2 Agency's assets (other than certain housing assets) and obligations were transferred to the
3 Successor Agency; and

4 WHEREAS, Under Redevelopment Dissolution Law, the Successor Agency's role is to
5 complete those enforceable obligations of the Former Agency that the California Department
6 of Finance has finally and conclusively approved under Redevelopment Dissolution Law; and

7 WHEREAS, On April 15, 2013, the Department of Finance determined "finally and
8 conclusively," under Health & Safety Code Section 34177.5(i), that the Implementation
9 Agreement, Transbay Affordable Housing Obligation, and the Transbay Redevelopment
10 Project Tax Increment Allocation and Sales Proceeds Pledge Agreement ("Pledge
11 Agreement") are enforceable obligations; and

12 WHEREAS, Transbay Redevelopment Plan Block 4 and the adjacent future Tehama
13 Street right-of-way, Assessor's Parcel Block No. 3739, Lot Nos. 010 and 011 respectively, are
14 former State-Owned Parcels subject to the 2008 Option Agreement, constituting
15 approximately 56,375 square feet and located within the Project Area at 200 Main Street,
16 bounded by Howard, Main, and Beale Streets and extending approximately 205 feet
17 southeast from Howard Street (the "Site"); and

18 WHEREAS, In April 2016, the OCII Commission approved an Agreement for Option to
19 Purchase the Site with F4 Transbay Partners LLC, a Delaware limited liability company
20 ("Developer") (as amended by the First, Second, Third, and Fourth Amendments thereto, the
21 "Block 4 Option Agreement"), and at the time, the Developer sought to acquire Transbay
22 Parcel F in the Project Area from the TJPA and required as a condition of that purchase that
23 the Successor Agency enter into the Block 4 Option Agreement so that the Developer could
24 fulfill the affordable housing obligations of Parcel F through the development of the Site; and

1 WHEREAS, Under the Redevelopment Plan and Planning Code, as applicable, all
2 residential projects in the Project Area must provide on-site inclusionary units, and the
3 Developer sought relief from this obligation for its development of Parcel F, and instead
4 proposed to fulfill the Parcel F affordable housing obligation by constructing additional
5 affordable units as part of its development of the Site; and

6 WHEREAS, Subsequently, as part of a development agreement for Parcel F approved
7 by the Board of Supervisors in Ordinance No. 42-21, Developer and City negotiated an
8 alternative to this obligation, permitting Developer to pay an approximately \$46.7 million fee to
9 the Successor Agency to fund affordable housing in-lieu of constructing the required Parcel F
10 affordable housing at the Site ("Parcel F Affordable Housing Fee"); and

11 WHEREAS, By Resolution No. 02-2021, the OCII Commission exercised its authority
12 under the Redevelopment Plan to conditionally allow the Developer to pay a fee instead of
13 developing the required Parcel F affordable units on-site; and

14 WHEREAS, On January 7, 2021, the Successor Agency exercised its rights to acquire
15 the Site from the TJPA; and

16 WHEREAS, As required under the Block 4 Option Agreement, Successor Agency staff
17 negotiated the terms of a disposition and development agreement ("DDA") with the Developer
18 and Transbay Block 4 Housing Partnership, L.P., a California limited partnership ("Affordable
19 Developer"), and on June 21, 2022, by Resolution No. 22-2022 the Commission approved the
20 DDA, which is on file with the Clerk of the Board of Supervisors in File No. 220858; and

21 WHEREAS, The DDA authorizes the disposition of the Site to the Developer and
22 Affordable Developer for the purposes of developing a mixed-use residential development
23 project ("Project") generally consisting of: (a) a 513 foot tall residential tower (not included
24 screening elements), including an townhouse adjunct of up to 71 feet in height, collectively
25 containing 155 for-sale residential condominium units, 219 market-rate rental residential units

1 and no fewer than 105 rental units affordable to households earning from 100 to 120 percent
2 of area median income, neighborhood retail uses, amenities spaces, private open spaces and
3 related supporting spaces; (b) creation of an air space parcel to be conveyed to the
4 Successor Agency and leased to the Affordable Developer according to an air rights ground
5 lease (substantially in the form included in the DDA, the "Air Rights Lease") for development
6 of an affordable residential building 163 feet in height (not including screening elements),
7 containing 201 rental units affordable to households earning from 40 to 100 percent of area
8 median income (and one managers unit), with supporting facilities, amenities, private open
9 spaces and neighborhood retail; (c) an approximately 66,496 square-foot underground shared
10 parking garage with 224 vehicle spaces able to accommodate up to 275 private vehicles
11 (including two car share vehicles) with valet parking and/or parked via stackers, and a
12 minimum of 556 Class 1 bicycle spaces; and (d) approximately 5,850 square feet of public
13 open space and streetscape improvements within and surrounding the Site and including the
14 extension of Tehama Street to be dedicated to the City as a public right of way; and

15 WHEREAS, Under the Redevelopment Plan, the Board of Supervisors is required to
16 approve the sale or lease of certain parcels by the Successor Agency under Health and
17 Safety Code Section 33433 ("Section 33433"); and

18 WHEREAS, The Successor Agency prepared and submitted to the Board of
19 Supervisors a report consistent with the requirements of Section 33433, including a copy of
20 the proposed DDA, and a summary of the transaction, including its cost to the Successor
21 Agency, the estimated value of the property interests to be conveyed, the purchase price and
22 other information, which was made available for public inspection, and which is on file with the
23 Clerk of the Board of Supervisors in File No. 220858; and

24 WHEREAS, Notice of the Board of Supervisors public hearing on this matter was
25 published consistent with the requirements of Section 33433; and

1 WHEREAS, On April 22, 2004, after a duly noticed joint public hearing with the
2 Peninsula Corridor Joint Powers Board (the "JPB"), in Motion No. 16773, the Planning
3 Commission certified as adequate and complete the final Environmental Impact
4 Statement/Environmental Impact Report ("Final EIS/EIR") for the Transbay Terminal/Caltrain
5 Downtown Extension/Redevelopment Project (Planning Department Case No. 2000.048E) in
6 accordance with CEQA, the CEQA Guidelines (Cal. Code of Regulations Title 14, sections
7 15000 et seq.), and Chapter 31 of the San Francisco Administrative Code, and said Motion is
8 on file with the Clerk of the Board of Supervisors in File No. 041079 and is incorporated herein
9 by reference; and

10 WHEREAS, On April 20, 2004, in Resolution No. 45-2004, the Former Agency, at a
11 duly noticed public hearing, also certified the Final EIR and made findings similar to those of
12 the Commission and JPB in regard to CEQA and the CEQA Guidelines; and

13 WHEREAS, In Resolution No. 612-04, effective October 7, 2004, the Board of
14 Supervisors adopted findings that various actions related to the Transbay Terminal/Caltrain
15 Downtown Extension/Redevelopment Project complied with CEQA, and said Resolution and
16 the CEQA Findings are on file with the Clerk of the Board of Supervisors in File No. 041079
17 and are incorporated herein by reference; subsequent to the adoption of the Final EIS/EIR,
18 the Former Agency, the Successor Agency, or other responsible agencies under CEQA/NEPA
19 have approved and incorporated eight addenda into the analysis of the Final EIS/EIR and
20 made requisite findings under CEQA, which documents are on file with the Clerk of the Board
21 of Supervisors in File No. 220858 and are incorporated herein by reference; and

22 WHEREAS, The Successor Agency, as lead agency under CEQA and in consultation
23 with the Planning Department, prepared Addendum No. 9 to the EIS/EIR, dated June 13,
24 2022 ("Addendum"), which evaluates the environmental effects of the Project; and
25

1 WHEREAS, On June 21, 2022, after a duly noticed public hearing, the OCII
2 Commission, by Resolution No. 18-2022, determined that: the Project would not cause new
3 significant impacts that were not identified in the EIS/EIR; the Project would not cause
4 significant impacts that were previously identified in the EIS/EIR to become substantially more
5 severe; no new mitigation measures would be necessary to reduce significant impacts; no
6 changes have occurred with respect to circumstances surrounding the Project that would
7 cause significant environmental impacts to which the Project would contribute considerably;
8 and no new information has become available that shows that the Project would cause
9 significant environmental impacts, and no supplemental environmental review is required; and
10 this determination is on file with the Clerk of the Board of Supervisors in File No. 220858 and
11 is incorporated herein by reference; and

12 WHEREAS, The Board of Supervisors, acting in its capacity as a responsible agency
13 under CEQA, has reviewed and considered the EIS/EIR and the Addendum, and hereby
14 adopts the CEQA findings set forth in Successor Agency Commission Resolution Nos. 18-
15 2022, 19-2022, and 20-2022 and Planning Commission Motion No. 21154 and hereby
16 incorporates such findings by reference as though fully set forth in this ordinance; and

17 WHEREAS, On July 28, 2022, the Planning Commission, in Resolution No. 21152,
18 adopted findings that the actions contemplated in this ordinance are consistent, on balance,
19 with the General Plan, and eight priority policies of Planning Code, Section 101.1, which the
20 Board adopts as its own, and a copy of said Resolution is on file with the Clerk of the Board of
21 Supervisors in File No. 220858, and is incorporated herein by reference;

22 WHEREAS, On July 28, 2022, the Planning Commission, in Resolution No. 21152,
23 adopted findings that the actions contemplated in this ordinance will serve the public
24 necessity, convenience, and welfare, and a copy of said resolution is on file with the Clerk of
25

1 the Board of Supervisors in File No. 220858, and is incorporated herein by reference; and the
2 Board adopts these findings as its own; now, therefore, be it

3 RESOLVED, Based on the materials submitted and contained in File No. 220858, the
4 Board of Supervisors hereby finds and determines that the sale of the Site from the Successor
5 Agency to the Developer and ground lease of the future air-rights parcel by the Successor
6 Agency to the Affordable Developer: (a) includes consideration to be received by the
7 Successor Agency that is not less than the fair market value at the highest and best use in
8 accordance with the Redevelopment Plan; (b) includes a purchase price of \$6,000,000, which
9 reflects the fair reuse value based on the development permitted on the Site under the DDA
10 and the affordable housing requirements of the Redevelopment Plan and the Transbay
11 Affordable Housing Obligation, and which will be deposited, at the transfer of title, into the
12 trust account established by the TJPA to help pay the TTC construction costs; (c) will provide
13 no less than 306 units of affordable housing for households earning incomes from 40 percent
14 to 120 percent of area median income; and (d) will assist in the elimination of blight by
15 converting underutilized lots into a high-density, mixed-use, mixed-income residential
16 development and new public right of way.

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August 18, 2022

Ms. Angela Calvillo, Clerk
Honorable Supervisor Dorsey
Board of Supervisors
City and County of San Francisco
City Hall, Room 244
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

Re: Transmittal of Planning Department Case Number 2018-015785GPR GPA MAP
Transbay Block 4 – 200 Main Street – General Plan Amendment, Zoning Map Amendment, General Plan Consistency
Findings for Transbay Redevelopment Plan Amendments
Board File No. 220836 (Map Amendment)

Planning Commission Recommendation: Approval

Dear Ms. Calvillo and Supervisor Dorsey,

On July 28, 2022, the Planning Commission conducted a duly noticed public hearing at a regularly scheduled meeting to consider several actions that would enable a Project at 200 Main Street, otherwise referred to as Transbay Block 4. The Transbay Block 4 Project includes a 681-unit project of which 306 units (45%) would be affordable. Block 4 is within Zone 1 of the Transbay Redevelopment Project Area, for which the Office of Community Investment and Infrastructure (OCII) has general jurisdiction over approval of development projects.

The Ordinances on which the Commission acted are as follows:

- 1. General Plan Amendments** -- Recommending to the Board of Supervisors approval of General Plan Amendments by amending Figure 1 of the TCDP by changing the height limit on Transbay Block 4 from 450 feet to 513 feet. Staff is also recommending two additional amendments to bring the TCDP into alignment with other previously implemented policy changes subsequent to adoption of that plan. These proposed amendments include: (1) amending Figure 1 by changing the allowed height on Transbay Block 1 from 50/85/300 feet to 400 feet¹; and (2) amending Policy 4.36 to reflect changes in bike routing on Fremont Street and Beale Street. This was initiated by the Planning Commission on June 23 by Resolution No. 21133.
- 2. Zoning Map Amendment** -- Recommending to the Board of Supervisors approval of Planning Code Map Amendments by amending Planning Code Height and Bulk Map No. HT-01 by changing the Height and Bulk Designation on Block 4 from 50/85/450-TB to 513-TB. This was initiated by Supervisor Dorsey on July 12, 2022.

Relatedly, the Commission made General Plan Consistency Findings for proposed Amendments to the Transbay Redevelopment Plan, which is also now before the Board of Supervisors pursuant to a transmittal provided by OCII.

3. Transbay Redevelopment Plan Amendment -- Making General Plan Consistency findings that find the Redevelopment Plan Amendment to be consistent with the General Plan and Planning Code Section 101.1. The proposed Redevelopment Plan Amendment – like the amendments to Figure 1 and Planning Code Height Map No. HT-01 -- would change the height limit on Transbay Block 4 from 450 feet to 513 feet. In addition to the height increase, the Redevelopment Plan Amendment allows greater bulk by increasing the floor plate limits for the tower portion of the Project from 13,000 square feet to 15,200 square feet for the lower portion of the tower (between heights of 85 feet and 122 feet); and increases the floor plate limit for the mid-rise portion of the Project from 7,500 to 13,500 square feet for portions of the building(s) above 85 feet in height.

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

Sincerely,



Aaron D. Starr
Manager of Legislative Affairs

cc: Peter Miljanich, Deputy City Attorney
Madison Tam, Aide to Supervisor Dorsey
Erica Major, Office of the Clerk of the Board
Jose Campos, OCII

Attachments :

Proposed Ordinances
Legislative Digest
Planning Commission Resolutions No. 21152, 21153 and 21154
Planning Department Executive Summary

[Zoning Map - Transbay Block 4 Redevelopment Project]

Ordinance amending the Zoning Map of the Planning Code to facilitate development of the Transbay Block 4 Redevelopment Project (located on the south side of Howard Street between Beale and Main Streets) by increasing height limits; adopting findings under the California Environmental Quality Act; making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1; and making public necessity, convenience, and general welfare findings under Planning Code, Section 302.

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

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

Section 1. General Findings.

(a) The proposed project on Block 4 of the Transbay Redevelopment Project Area (Assessor's Parcel Block No. 3739, Lot 010) (the "Project") consists of a multi-part, mixed-use, mixed income residential development. Transbay Block 4 is an approximately 45,375 square foot site along the south side of Howard Street between Beale Street and Main Street. The tower portion of the Project would extend to a height of 513 feet.

(b) The Project is within Zone One of the Redevelopment Plan for the Transbay Redevelopment Project Area ("Redevelopment Plan"). Within Zone One, the land use regulations of the Redevelopment Plan are applicable.

1 (c) This ordinance is related to two companion ordinances: (1) an amendment to the
2 Redevelopment Plan that would increase the height limit for Block 4 from 450 feet to 513 feet
3 to accommodate the proposed Project (the "Plan Amendment"); and (2) an amendment to the
4 Transit Center District Plan, a Sub-Area Plan of the Downtown Plan, to modify the Transit
5 Center District height map to accommodate the proposed Project (the "General Plan
6 Amendment"). The companion ordinances are on file with the Clerk of the Board of
7 Supervisors in File Nos. _____ and _____, respectively.

8 (d) This ordinance would amend the Zoning Map to conform the Zoning Map with
9 the height limit specified in the Redevelopment Plan Amendment and the General Plan
10 Amendment.

11
12 Section 2. Environmental and Planning Code Findings.

13 (a) On April 22, 2004, after a duly noticed joint public hearing with the Peninsula
14 Corridor Joint Powers Board (the "JPB"), in Motion No. 16773, the Planning Commission
15 certified as adequate and complete the final Environmental Impact Statement/Environmental
16 Impact Report ("EIS/EIR") for the Transbay Terminal/Caltrain Downtown
17 Extension/Redevelopment Project (Planning Department Case No. 2000.048E) in accordance
18 with the California Environmental Quality Act (California Public Resources Code Sections
19 21000 et seq.), the CEQA Guidelines (Cal. Code of Regulations Title 14, sections 15000 et
20 seq.), and Chapter 31 of the San Francisco Administrative Code. Said Motion is on file with
21 the Clerk of the Board of Supervisors in File No. 041079 and is incorporated herein by
22 reference.

23 (b) On April 20, 2004, in Resolution No. 45-2004, the former San Francisco
24 Redevelopment Agency ("Former Agency"), at a duly noticed public hearing, also certified the
25

1 Final EIR and made findings similar to those of the Commission and JPB in regard to CEQA
2 and the CEQA Guidelines.

3 (c) In Resolution No. 612-04, effective October 7, 2004, the Board of Supervisors
4 adopted findings that various actions related to the Transbay Terminal/Caltrain Downtown
5 Extension/Redevelopment Project complied with CEQA. Said Resolution and the CEQA
6 Findings are on file with the Clerk of the Board of Supervisors in File No. 041079 and are
7 incorporated herein by reference.

8 (d) Subsequent to the State of California's dissolution of the Former Agency and the
9 transfer of certain of the Former Agency's assets and obligations to the Successor Agency to
10 the Redevelopment Agency of the City and County of San Francisco ("Successor Agency,"
11 commonly known as the Office of Community Investment and Infrastructure), the Board of
12 Supervisors, acting as the legislative body of the Successor Agency, established the
13 Successor Agency Commission ("OCII Commission") and delegated to it the authority to
14 approve all actions related to the Successor Agency's assets, including the authority to
15 exercise land use and development approval.

16 (e) The Successor Agency, as lead agency under CEQA and in consultation with the
17 Planning Department, prepared Addendum No. 9 to the FEIS/EIR, dated June 13, 2022
18 ("Addendum"). The Addendum evaluates the environmental effects of the Project.

19 (f) On June 21, 2022, after a duly noticed public hearing, the OCII Commission
20 considered various approvals related to the Project, and by Resolution No. 18-2022,
21 determined that: the Project would not cause new significant impacts that were not identified
22 in the EIS/EIR; the Project would not cause significant impacts that were previously identified
23 in the EIS/EIR to become substantially more severe; no new mitigation measures would be
24 necessary to reduce significant impacts; no changes have occurred with respect to
25 circumstances surrounding the Project that would cause significant environmental impacts to

1 which the Project would contribute considerably; and no new information has become
2 available that shows that the Project would cause significant environmental impacts. For these
3 reasons, no supplemental environmental review is required. This determination is on file with
4 the Clerk of the Board of Supervisors in File No. _____ and is incorporated herein by
5 reference.

6 (g) Also on June 21, 2022, the OCII Commission, by Resolution Nos. 19-2022 and 20-
7 2022, referred the Plan Amendment to the Planning Commission for its report and
8 recommendation on the Plan Amendment and its conformance to the General Plan; found and
9 determined that the Plan Amendment is within the scope of the project analyzed by the
10 EIS/EIR and the Addendum; approved the Plan Amendment; and recommended the Plan
11 Amendment to the Board of Supervisors for its approval. Copies of the Plan Amendment and
12 OCII Commission Resolution Nos. 18-2022, 19-2022, and 20-2022 are on file with the Clerk of
13 the Board of Supervisors in File No. _____, and are incorporated herein by reference.

14 (h) The Board of Supervisors, acting in its capacity as a responsible agency under
15 CEQA, has reviewed and considered the EIS/EIR and the Addendum, and hereby adopts the
16 CEQA findings set forth in Successor Agency Commission Resolution Nos. 18-2022, 19-2022,
17 and 20-2022 and Planning Commission Motion No. _____ and hereby incorporates such
18 findings by reference as though fully set forth in this ordinance.

19 (i) On _____, the Planning Commission, in Resolution No. _____,
20 adopted findings that the actions contemplated in this ordinance are consistent, on balance,
21 with the City's General Plan and eight priority policies of Planning Code Section 101.1. The
22 Board adopts these findings as its own. A copy of said Resolution is on file with the Clerk of
23 the Board of Supervisors in File No. _____, and is incorporated herein by reference.

24 (j) On _____, the Planning Commission, in Resolution No. _____,
25 adopted findings that the actions contemplated in this ordinance will serve the public

necessity, convenience, and welfare. The Board adopts these findings as its own. A copy of said Resolution is on file with the Clerk of the Board of Supervisors in File No. _____, and is incorporated herein by reference.

Section 3. The Planning Code is hereby amended by amending Height and Bulk District Map HT01 of the Zoning Map as follows:

<u>Assessor's Block</u>	<u>Lot</u>	<u>Height and Bulk District to be Superseded</u>	<u>Height and Bulk District to be Hereby Approved</u>
3739	010	50/85/450-TB	513-TB

Section 4. Effective Date. This ordinance shall become effective 30 days after enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board of Supervisors overrides the Mayor's veto of the ordinance.

APPROVED AS TO FORM:
DAVID CHIU, City Attorney

By: Peter R. Miljanich
PETER R. MILJANICH
Deputy City Attorney

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LEGISLATIVE DIGEST

[Zoning Map - Transbay Block 4 Redevelopment Project]

Ordinance amending the Zoning Map of the Planning Code to facilitate development of the Transbay Block 4 Redevelopment Project (located on the south side of Howard Street between Beale and Main Streets) by increasing height limits; adopting findings under the California Environmental Quality Act; making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1; and making public necessity, convenience, and general welfare findings under Planning Code, Section 302.

Existing Law

The Planning Code and Zoning Map limit the height and bulk of buildings in the City.

Amendments to Current Law

This legislation would increase the height limit applicable to Assessor's Block 3739, Lot 010 to accommodate development of the Transbay Block 4 development project.

Background Information

The Transbay Block 4 development project is a proposed mixed-use residential development project generally consisting of a 513-foot tall residential tower, a townhouse adjunct, a 163-foot tall affordable residential building, an underground shared parking facility, and public open space and streetscape improvements within and surrounding the site. This ordinance is related to two companion ordinances that would also facilitate development of the Transbay Block 4 development project: (1) an amendment to the Transbay Redevelopment Plan that would increase the height limit for the project site from 450 feet to 513 feet; and (2) an amendment to the Transit Center District Plan, a Sub-Area Plan of the Downtown Plan, to similarly modify the Transit Center District height map.

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[General Plan Amendments - Transbay Block 4 Redevelopment Project]

Ordinance amending the General Plan to revise the Transit Center District Plan, a Sub-Area Plan of the Downtown Plan, to facilitate development of the Transbay Block 4 Redevelopment Project by revising height limits and bicycle network policy; adopting findings under the California Environmental Quality Act; making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1; and making public necessity, convenience, and general welfare findings under Planning Code, Section 340.

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

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

Section 1. Environmental Findings.

(a) On April 22, 2004, in Motion No. 16773, the Planning Commission certified as adequate and complete the final environmental impact statement/environmental impact report ("EIS/EIR") for the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project (Planning Department Case No. 2000.048E) in accordance with the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.) and Administrative Code Chapter 31. Said Motion is on file with the Clerk of the Board of Supervisors in File No. _____ and is incorporated herein by reference.

1 (b) On _____, 2004, in Motion No. _____, the Planning Commission
2 adopted findings under the California Environmental Quality Act ("CEQA Findings") related to
3 the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project. The Board
4 adopts these CEQA Findings as its own. Said Motion and the CEQA Findings are on file with
5 the Clerk of the Board of Supervisors in File No. _____ and are incorporated herein
6 by reference.

7 (c) The Successor Agency to the Redevelopment Agency of the City and County of
8 San Francisco, also known as the Office of Community Investment and Infrastructure ("OCII"),
9 proposes to amend the Redevelopment Plan for the Transbay Redevelopment Project Area
10 (Redevelopment Plan) to facilitate a multi-part, mixed-use development project on Block 4 of
11 the Transbay Redevelopment Project Area ("Transbay Block 4 Development Project," or
12 "Project"). The Transbay Block 4 Development Project would require an increase of the height
13 limit applicable to the Project site, along with other development controls provided in the
14 Transit Center District Plan, the Redevelopment Plan, and the Development Controls and
15 Design Guidelines ("DCDG") for the Transbay Redevelopment Project. Other Transit Center
16 District Plan amendments presented below are needed to align with other policy revisions
17 associated with the Project.

18 (d) On June __, 2022, the Planning Department determined that: the Project would not
19 cause new significant impacts that were not identified in the EIS/EIR, nor would the Project
20 cause significant impacts that were previously identified in the EIS/EIR to become
21 substantially more severe; no new mitigation measures would be necessary to reduce
22 significant impacts; no changes have occurred with respect to circumstances surrounding the
23 Project that would cause significant environmental impacts to which the Project would
24 contribute considerably; and no new information has become available that shows that the
25 Project would cause significant environmental impacts. For these reasons, the Planning

1 Department determined that no supplemental environmental review is required. This
2 determination is on file with the Clerk of the Board of Supervisors in File No. _____
3 and is incorporated herein by reference.

4 (d) This ordinance is companion legislation to other ordinances relating to the Project,
5 including Zoning Map amendments. The companion ordinances are on file with the Clerk of
6 the Board of Supervisors in File Nos. _____ and _____, respectively.

7
8 Section 2. General Plan and Planning Code Section 340 Findings.

9 (a) Section 4.105 of the Charter provides that the Planning Commission shall
10 periodically recommend to the Board of Supervisors, for approval or rejection, proposed
11 amendments to the General Plan.

12 (b) Planning Code Section 340 provides that the Planning Commission may initiate an
13 amendment to the General Plan by a resolution of intention, which refers to, and incorporates
14 by reference, the proposed General Plan amendments. Section 340 further provides that the
15 Planning Commission shall adopt the proposed General Plan amendments after a public
16 hearing if it finds from the facts presented that the public necessity, convenience, and general
17 welfare require the proposed amendment or any part thereof. If adopted by the Commission
18 in whole or in part, the proposed amendments shall be presented to the Board of Supervisors,
19 which may approve or reject the amendments by a majority vote.

20 (c) After a duly noticed public hearing on _____, 2022, in Motion No.
21 _____, the Planning Commission initiated amendments to the General Plan. Said
22 Motion is on file with the Clerk of the Board of Supervisors in File No. _____ and
23 incorporated herein by reference.

24 (d) On _____, the Planning Commission, in Resolution No. _____,
25 adopted findings regarding the City's General Plan, the eight priority policies of Planning Code

1 Section 101.1, and Planning Code Section 340. A copy of said Resolution is on file with the
2 Clerk of the Board of Supervisors in File No. _____ and is incorporated herein by
3 reference.

4 (e) Section 4.105 of the City Charter further provides that if the Board of Supervisors
5 fails to act within 90 days of receipt of the proposed General Plan amendments, then the
6 amendments shall be deemed approved.

7 (f) The Board of Supervisors finds that the General Plan amendments are, on balance,
8 in conformity with the General Plan, as it is proposed for amendment by this ordinance, and
9 the eight priority policies of Planning Code Section 101.1 for the reasons set forth in Planning
10 Commission Resolution No. _____. The Board hereby adopts these Planning
11 Commission findings as its own.

12 (g) The Board of Supervisors finds, pursuant to Planning Code Section 340, that the
13 General Plan amendments set forth in this ordinance and in documents on file with the Clerk
14 of the Board in File No. _____ will serve the public necessity, convenience, and
15 general welfare for the reasons set forth in Planning Commission Resolution No.
16 _____. The Board hereby adopts these Planning Commission findings as its own.
17

18 Section 3. The General Plan is hereby amended by revising the Transit Center District
19 Plan, as follows:

20 * * * *

21 **Figure 1. Proposed Height Limits:** Revise the indicated height limit for the Transbay
22 Block 4 site from 450 feet to 513 feet. Revise the indicated height limit for the Transbay Block
23 1 site from 50/85/300 feet to 400 feet.

24 * * * *

25 **Policy 4.36**

1 **Expand the Bicycle Network in the area.**

2 Create dedicated north-south bicycle facilities on ~~the following streets:~~any possible
3 combination of the Transit Center's north-south streets, which could include Main, Beale, and
4 Fremont Streets.

5 ~~Fremont Street (northbound)~~

6 ~~Beale Street (southbound)~~

7 ~~Main Street (northbound)~~

8 * * * *

9 Section 4. Effective Date. This ordinance shall become effective 30 days after
10 enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the
11 ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board
12 of Supervisors overrides the Mayor's veto of the ordinance.

13
14 APPROVED AS TO FORM:
15 DAVID CHIU, City Attorney

16 By: /s/ Peter R. Miljanich
17 PETER R. MILJANICH
18 Deputy City Attorney

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PLANNING COMMISSION RESOLUTION NO. 21152

HEARING DATE: JULY 28, 2022

Project Name: Transbay Block 4 – 200 Main Street - Zoning Map Amendments
Case Number: 2018-015785MAP
Initiated by: Planning Commission
Staff Contact: Mat Snyder, Citywide Planning
Mathew.snyder@sfgov.org, (628) 652-7460
Reviewed by: Joshua Switzky, Land Use & Community Planning Program Manager, Citywide Planning
Joshua.switzky@sfgov.org, (628) 652-7464

RESOLUTION RECOMMENDING THAT THE BOARD OF SUPERVISORS APPROVE AMENDMENTS TO PLANNING CODE HEIGHT AND BULK MAP HT-01 BY REDESIGNATING TRANSBAY BLOCK 4, ASSESSOR'S BLOCK 3739, LOT 010 FROM 50/85/450-TB TO 513-TB; ADOPTING FINDINGS, INCLUDING ENVIRONMENTAL FINDINGS, PLANNING CODE SECTION 302 FINDINGS, AND FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND PLANNING CODE SECTION 101.1.

WHEREAS, on July 12, 2022, Supervisor Matt Dorsey introduced an ordinance (Board File 220836) for Zoning Code Map Amendments by amending Planning Code Height and Bulk Map HT-01, for the Assessor's Block and Lot as listed above; and

WHEREAS, pursuant to Planning Code Section 302(b), on July 12, 2022, the San Francisco Board of Supervisors initiated these Planning Code Map Amendments; and,

WHEREAS, the proposed amendments to Height and Bulk Map HT-01 would enable the Transbay Block 4 Project as described below; Transbay Block 4 is bordered by Howard Street on the north, Main Street on the east, Beale Street on the east and a proposed new portion on Tehama Street on the south in Zone One of the Transbay Redevelopment Project Area, and is comprised of Assessor Block 3739, Lot 10; and,

WHEREAS, the Board of Supervisors of the City and County of San Francisco ("Board of Supervisors") approved the Redevelopment Plan for the Transbay Redevelopment Project Area ("Redevelopment Plan") by Ordinance No. 124-05 (June 21, 2005) and by Ordinance No. 99-06 (May 9, 2006), as amended by Ordinance No. 84-15 (June 18, 2015) and Ordinance No. 62-16 (April 28, 2016); and,

WHEREAS, the Redevelopment Plan establishes the land use controls for the Project Area and divides the Project Area into two subareas: Zone One, in which the Redevelopment Plan and Development Controls and Design

Guidelines for the Transbay Redevelopment Project (“DCDG”) regulate land uses, and Zone Two, in which the San Francisco Planning Code regulates land uses. Zone One is intended to be developed with predominantly residential uses. The Successor Agency to the San Francisco Redevelopment Agency, commonly referred to as the Office of Community Investment and Infrastructure (“OCII”) solely administers and enforces land use entitlements for property and projects in Zone One and has delegated its authority over projects that do not require OCII action in Zone Two to the San Francisco Planning Department pursuant to that certain Delegation Agreement between the Former Agency and the Planning Department for the Transbay Redevelopment Project Area; and,

WHEREAS, a major focus of the Redevelopment Plan is to redevelop 10 acres of former highway access ramp properties owned by the State of California to generate funding for the Transbay Joint Powers Authority (“TJPA”) to construct what is now the Salesforce Transit Center (the “Transit Center”). OCII’s role is to complete the enforceable obligations that the Department of Finance has finally and conclusively approved under Redevelopment Dissolution Law. These enforceable obligations include the Implementation Agreement between TJPA and the Former Agency, which requires OCII to facilitate the sale and development of certain State-Owned Parcels to third parties, to implement the Redevelopment Plan, and to comply with California Assembly Bill 812, codified in Section 5027.1 of the California Public Resources Code (“AB 812”), which requires that 35% of all new residential units in the Project Area be affordable to low- and moderate-income households; and,

WHEREAS, in February 2012, the State of California dissolved all redevelopment agencies pursuant to California Health and Safety Code Sections 34170 et seq. (“Redevelopment Dissolution Law”), and under Ordinance No. 215-12 (Oct. 4, 2012), the Board of Supervisors established and delegated its authority under the Redevelopment Dissolution Law to the Successor Agency Commission and the Successor Agency to the Redevelopment Agency of the City and County of San Francisco (commonly referred to as the Commission on Community Investment and Infrastructure, or “CCII” and the Office of Community Investment and Infrastructure or “OCII,” respectively); and,

WHEREAS, in April 2016, the CCII the Successor Commission to the Redevelopment Agency Commission approved an Agreement for Option to Purchase Transbay Block 4 (“Options Agreement”) with F4 Transbay Partners LLC, a Delaware limited liability company (“Project Sponsor”). At the time, the Project Sponsor sought to acquire Transbay Parcel F from TJPA and required as a condition of that purchase that OCII enter into the Option Agreement so that the Developer could fulfill the affordable housing obligations of Parcel F through the development of Block 4.; and,

WHEREAS, in September 2018, CCII approved a non-binding Term Sheet outlining the mixed-use, mixed-income development program for Block 4 (the “Project”) along with the First Amendment to the Option Agreement. The 2018 Term Sheet served as the basis for negotiation of the Disposition and Development Agreement (“DDA”) and development of the Schematic Design; and,

WHEREAS, between September 2018 and September 2021, OCII negotiated with the Project Sponsor in determining the parameters for the Transbay Block 4 Schematic Design and the DDA. Objectives for OCII in their negotiations with the Project Sponsor included, in part, ensuring a maximum number of affordable units such that, at full buildout, at least 35% of the units within Transbay Project Area would be affordable; ensuring project feasibility; and maintaining the general land use and urban design principles of the vision established by the

Design for Development (“D4D”). To meet these objectives, OCII determined that the building envelope then proscribed by the Redevelopment Plan (and as reflected in the height maps within the Transit Center District Area Plan of the General Plan and Planning Code Height and Bulk Map HT-01), and the DCDG would need to be amended to allow greater development potential. As described above, an amendment to the Redevelopment Plan requires the Commission adopt findings of consistency with the General Plan and Planning Code Section 101.1. Amendments to the General Plan and the Planning Code Height Map require legislation requiring Commission action. However, the DCDG is under the sole jurisdiction of OCII and CCII; the Planning Department and Commission have no role in administering this document, including review of approval of any amendments to it; and,

WHEREAS, through the negotiations described above, OCII and the Project Sponsor agreed upon a Project Description for the Project: The Block 4 Project would include a 47-story tower with 6-story townhouse adjunct, a 16-story mid-rise building, and a single-story shared podium with shared underground facilities. The Project would provide 681 total residential units, of which 45% would be affordable. The 681 units would include 155 market-rate condominium units in the upper portion of the tower and townhouse adjunct, 324 rental units in the lower portion of the tower (including 219 market rate units and 105 below market rate units affordable to moderate income households) (the “Tower Project”), as well as 202 rental units in a 100% affordable project in the mid-rise building (including one unrestricted manager’s unit) (the “Mid-Rise Project”). In addition, the Project includes ground floor retail (a portion of which is restricted for community-serving uses), public and private open space, the construction of Tehama Street (which will be conveyed to the City upon completion), streetscape improvements, and underground utility rooms, auto and bicycle parking; and,

WHEREAS, Planning Code Height and Bulk Map HT-01 specifies a 50/85/450-TB Height designation for the subject site limiting the maximum height of the site to 450-feet; the Planning Code refers to the Redevelopment Plan for further specifications of the “TB” Height and Bulk designation. The proposed Map Amendment would provide for a maximum height limit of 513 feet for Block 4; and

WHEREAS, related conforming amendments to the Redevelopment Plan, and amendments to Figure 1, “Proposed Height Limits” to the Transit Center District Area Plan (“TCDP”) of the General Plan, both of which also limit the site to 450 feet in height. At their July 28, 2022 Hearing, the Planning Commission approved the Planning General Plan Amendments to the TCDP and found the proposed Redevelopment Plan Amendments consistent with the General Plan; and

WHEREAS, OCII maintains land use and California Environmental Quality Act (“CEQA”) review authority of the Transbay Redevelopment Project Area, including the site of the proposed amendment (Block 4) and,

WHEREAS, on June 21, 2022 at a public hearing the CCII adopted Resolution Nos. 18-2022, 20-2022, 21-2022, 22-2022, and 23-2022, which (1) made CEQA findings confirming the analysis and conclusion of Addendum of the Final Environmental Impact Statement/Environmental Impact Report for the Transbay Terminal/Caltrain Downtown Extension/ Redevelopment Project (“Final Environmental Document”) as further described below, (2) approved the Redevelopment Plan Amendments and referred it to the Planning Commission, (3) approved the amendments to the DCDG, (4) approved the DDA for the Project, and (5) conditionally approved the Schematic Design for the Project; and,

WHEREAS, on June 15, 2004, the Board of Supervisors affirmed, by Motion No. 04-67, the certification under the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq., and the CEQA Guidelines (14 California Code of Regulations Sections 15000 et seq. ("CEQA Guidelines," and collectively "CEQA")) of the Final Environmental Document, which included the Redevelopment Plan. Subsequently, the Board of Supervisors adopted, by Resolution No. 612-04 (October 7, 2004), findings that various actions related to the Project complied with CEQA and the Former Agency Commission adopted, by Resolution No. 11-2005 (January 25, 2005), findings and a statement of overriding considerations and a mitigation monitoring and reporting program, adopted in accordance with CEQA. Subsequent to the adoption of the Final Environmental Document and the findings, the Former Agency or the Successor Agency or other responsible agencies under CEQA/NEPA have approved and incorporated eight addenda into the analysis of the Final Environmental Document (as incorporated, the "FEIS/EIR") and made requisite findings under CEQA (findings referenced in this recital collectively referred to as the "CEQA Findings"). OCII staff has made the FEIS/EIR, (including the addenda), and related documents available to the Commission and the public, and these files are part of the record before the Commission; and,

WHEREAS, OCII, as lead agency and in consultation with the San Francisco Planning Department, has prepared Addendum No. 9 to the FEIS/EIR (the "Addendum"), dated June 13, 2022 ([link](#)). The Addendum evaluates the potential environmental effects associated with approval of the Redevelopment Plan Amendments and related action ("Proposed Actions"); and,

WHEREAS, OCII prepared the Addendum in compliance with CEQA and the Addendum reflects the independent judgment and analysis of OCII, and the OCII concludes that the Proposed Actions are within the scope of impacts analyzed in the FEIS/EIR and will not result in any new significant impacts or a substantial increase in the severity of previously identified significant effects that alter the conclusions reached in the FEIS/EIR for the reasons stated in the Addendum; and,

WHEREAS, based on the analysis in the Addendum, by Motion No. 18-2022, the CCII concluded that the analyses conducted and the conclusions reached in the FEIS/EIR remain valid and the Proposed Actions will not cause new significant impacts not identified in the FEIS/EIR or substantially increase the severity of previously identified significant impacts, and no new mitigation measures will be necessary to reduce significant impacts. Further, as described in the Addendum, no changes have occurred, with respect to either the development or the circumstances surrounding the development contemplated in FEIS/EIR, that will require major revisions of the FEIS/EIR due to the involvement of new significant effects or a substantial increase in the severity of previously identified significant effects, and no new information has become available that shows that the Block 4 Project will cause new or more severe significant environmental impacts. Therefore, no subsequent or supplemental environmental review is required under CEQA beyond the Addendum to approve the Proposed Actions, the Block 4 Project and other actions necessary for the Block 4 Project;

A draft ordinance, **attached hereto as Exhibit A**, would amend Planning Code Height and Bulk Map HT-01 for Assessor's Block 3739, Lot 010 from a 50/85/450-TB designation to a 513-TB designation.

NOW THEREFORE BE IT RESOLVED, that the Planning Commission hereby finds that the Planning Code Text Amendments and Zoning Map Amendments promote the public welfare, convenience and necessity for the following reasons:

- The Proposed Zoning Map Amendment would enable a project that would add 681 of much needed residential dwelling units to San Francisco's housing stock. Moreover, 45% will be affordable to households with incomes that range between 40% to 120% of AMI with a broad mix of unit types.
- Though the actions required by the Planning Commission, CCI, and the Board of Supervisors would increase the allowed building envelope in multiple ways, OCII staff has worked carefully with the Project Sponsor and Planning staff to assure these increases are well considered to still meet the general urban design principles of the Transbay Redevelopment Plan, Design for Development, and DCDG. The tower will still be shorter than towers immediately to the north, thereby working within the Downtown urban design vision to create a Downtown "mound" at the Transit Center Tower (Salesforce Tower) location and tapering down toward Folsom Street and the waterfront, and other taller portions of the Project would be proportional to the tower portion. Additionally, the design of the ground plane and its interaction with the public realm are of high quality and will assure the Project fits in with its immediate context.
- The Proposed Zoning Map Amendment would enable a project that includes improvements to Beale, Howard and Main Streets, helping fulfill the public realm vision for Transbay. Beale and Main Streets are envisioned as pedestrian dominated "living streets". The Project will also include constructing a new portion of Tehama Street on the south, which will be designed to feel like a linear plaza that provides a border between the Project and a new park to the south. The Project also includes a central publicly-accessible courtyard that will feature a grand stair from Tehama Street. The open space and public realm improvements will be well-integrated and enhance the public realm and open space network of Transbay and Downtown in general.
- The Proposed Zoning Map Amendment would not create significant shadow impacts as described in Addendum No. 9 and in the draft Planning Commission Motion regarding the Redevelopment Plan Amendment;
- The Proposed Zoning Map Amendment would enable a project that would enable a project that includes 681 units (of which 306 will be affordable) will be located in Downtown San Francisco, which has excellent access to transit and other non-vehicular modes of transportation. Transbay is also rich in other amenities, including multiple parks, that make this location particularly well suited for high density residential development.

AND BE IT FURTHER RESOLVED, that the Commission finds the India Basin Planning Code Amendments are in conformity with the General Plan and Planning Code Section 101.1 as set forth in Motion No.21154 and

AND BE IT FURTHER RESOLVED, that the Commission has reviewed and considered the CEQA Findings and statement of overriding considerations that the Successor Agency previously adopted, and reviewed and considered the CEQA Findings contained in the Addendum, which the Successor Agency adopted in Resolution No. 18-2022, and hereby adopts these additional CEQA Findings as its own. The Commission finds that the conclusions reached in the FEIS/EIR remain valid and the Proposed Actions will not cause new significant impacts not identified in the FEIS/EIR or substantially increase the severity of previously identified significant impacts, and no new mitigation measures will be necessary to reduce significant impacts. Further, as described in the

Addendum, no changes have occurred, with respect to either the development or the circumstances surrounding the development contemplated in FEIS/EIR, that will require major revisions of the FEIS/EIR due to the involvement of new significant effects or a substantial increase in the severity of previously identified significant effects, and no new information has become available that shows that the Project will cause new or more severe significant environmental impacts. Therefore, no subsequent or supplemental environmental review is required under CEQA beyond the Addendum to approve the Proposed Actions, the Project and other actions necessary for the Project; and

AND BE IT FURTHER RESOLVED, that pursuant to Planning Code Section 302, the Planning Commission Adopts a Resolution to Recommend to the Board of Supervisors to approve the Draft Ordinance.

I hereby certify that the foregoing Resolution was ADOPTED by the San Francisco Planning Commission on July 28, 2022.

A handwritten signature in blue ink, appearing to read 'Jonas P. Ionin'.

Jonas P. Ionin
Commission Secretary

AYES: Ruiz, Diamond, Imperial, Koppel, Moore, Tanner

NOES: None

ABSENT: Fung

ADOPTED: July 28, 2022



PLANNING COMMISSION RESOLUTION NO. 21153

HEARING DATE: JULY 28, 2022

Project Name: Transbay Block 4 – 200 Main Street - Amendments to the Transit Center District Sub Area Plan
Case Number: 2018-015785GPA
Initiated by: Planning Commission
Staff Contact: Mat Snyder, Citywide Planning
Mathew.snyder@sfgov.org, (628) 652-7460
Reviewed by: Joshua Switzky, Land Use & Community Planning Program Manager, Citywide Planning
Joshua.switzky@sfgov.org, (628) 652-7464

RESOLUTION RECOMMENDING THAT THE BOARD OF SUPERVISORS APPROVE AMENDMENTS TO THE TRANSIT CENTER DISTRICT AREA PLAN (TCDP), A SUB-AREA OF THE DOWNTOWN PLAN, BY AMENDING TCDP FIGURE 1 BY CHANGING THE HEIGHT LIMIT ON TRANSBAY BLOCK 4 FROM 450 FEET TO 513 FEET, AND THE HEIGHT LIMIT ON TRANSBAY BLOCK 1 FROM 50/85/300 TO 400 FEET, AND AMENDING POLICY 4.36 REGARDING BIKE ROUTING; ADOPTING FINDINGS, INCLUDING ENVIRONMENTAL FINDINGS, PLANNING CODE SECTION 340 FINDINGS, AND FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND PLANNING CODE SECTION 101.1.

WHEREAS, section 4.105 of the Charter of the City and County of San Francisco provides to the Planning Commission the opportunity to periodically recommend General Plan Amendments to the Board of Supervisors; and

WHEREAS, pursuant to Planning Code Section 340(C), the Planning Commission (“Commission”) initiated a General Plan Amendment in association with the Transbay Block 4 project, per Planning Commission Resolution No. 21133, on June 23, 2022.

WHEREAS, the proposed amendments to the TDCP would, in part, enable the Transbay Block 4 Project as described below; Transbay Block 4 is bordered by Howard Street on the north, Main Street on the east, Beale Street on the east and a proposed new portion on Tehama Street on the south in Zone One of the Transbay Redevelopment Project Area, and is comprised of Assessor Block 3739, Lot 10; and,

WHEREAS, the Board of Supervisors of the City and County of San Francisco (“Board of Supervisors”) approved the Redevelopment Plan for the Transbay Redevelopment Project Area (“Redevelopment Plan”) by Ordinance No. 124-05 (June 21, 2005) and by Ordinance No. 99- 06 (May 9, 2006), as amended by Ordinance No. 84-15 (June 18, 2015) and Ordinance No. 62-16 (April 28, 2016); and,

WHEREAS, the Redevelopment Plan establishes the land use controls for the Project Area and divides the Project Area into two subareas: Zone One, in which the Redevelopment Plan and Development Controls and Design Guidelines for the Transbay Redevelopment Project (“DCDG”) regulate land uses, and Zone Two, in which the San Francisco Planning Code regulates land uses. Zone One is intended to be developed with predominantly residential uses. The Successor Agency to the San Francisco Redevelopment Agency, commonly referred to as the Office of Community Investment and Infrastructure (“OCII”) solely administers and enforces land use entitlements for property and projects in Zone One and has delegated its authority over projects that do not require OCII action in Zone Two to the San Francisco Planning Department pursuant to that certain Delegation Agreement between the Former Agency and the Planning Department for the Transbay Redevelopment Project Area; and,

WHEREAS, a major focus of the Redevelopment Plan is to redevelop 10 acres of former highway access ramp properties owned by the State of California to generate funding for the Transbay Joint Powers Authority (“TJPA”) to construct what is now the Salesforce Transit Center (the “Transit Center”). OCII’s role is to complete the enforceable obligations that the Department of Finance has finally and conclusively approved under Redevelopment Dissolution Law. These enforceable obligations include the Implementation Agreement between TJPA and the Former Agency, which requires OCII to facilitate the sale and development of certain State-Owned Parcels to third parties, to implement the Redevelopment Plan, and to comply with California Assembly Bill 812, codified in Section 5027.1 of the California Public Resources Code (“AB 812”), which requires that 35% of all new residential units in the Project Area be affordable to low- and moderate-income households; and,

WHEREAS, in February 2012, the State of California dissolved all redevelopment agencies pursuant to California Health and Safety Code Sections 34170 et seq. (“Redevelopment Dissolution Law”), and under Ordinance No. 215-12 (Oct. 4, 2012), the Board of Supervisors established and delegated its authority under the Redevelopment Dissolution Law to the Successor Agency Commission and the Successor Agency to the Redevelopment Agency of the City and County of San Francisco (commonly referred to as the Commission on Community Investment and Infrastructure, or “CCII,” and the Office of Community Investment and Infrastructure or “OCII,” respectively); and,

WHEREAS, in April 2016, the CCII the Successor Commission to the Redevelopment Agency Commission approved an Agreement for Option to Purchase Transbay Block 4 (“Options Agreement”) with F4 Transbay Partners LLC, a Delaware limited liability company (“Project Sponsor”). At the time, the Project Sponsor sought to acquire Transbay Parcel F from TJPA and required as a condition of that purchase that OCII enter into the Option Agreement so that the Developer could fulfill the affordable housing obligations of Parcel F through the development of Block 4.; and,

WHEREAS, in September 2018, CCII approved a non-binding Term Sheet outlining the mixed-use, mixed-income development program for Block 4 (the “Project”) along with the First Amendment to the Option Agreement. The 2018 Term Sheet served as the basis for negotiation of the Disposition and Development Agreement (“DDA”) and development of the Schematic Design; and,

WHEREAS, between September 2018 and September 2021, OCII negotiated with the Project Sponsor in determining the parameters for the Transbay Block 4 Schematic Design and the DDA. Objectives for OCII in their negotiations with the Project Sponsor included, in part, ensuring a maximum number of affordable units such that, at full buildout, at least 35% of the units within Transbay Project Area would be affordable; ensuring project

feasibility; and maintaining the general land use and urban design principles of the vision established by the Design for Development (“D4D”). To meet these objectives, OCII determined that the building envelope then proscribed by the Redevelopment Plan (and as reflected in the height maps within the Transit Center District Area Plan of the General Plan and Planning Code Height and Bulk Map HT-01), and the DCDG would need to be amended to allow greater development potential. As described above, an amendment to the Redevelopment Plan requires the Commission adopt findings of consistency with the General Plan and Planning Code Section 101.1. Amendments to the General Plan and the Planning Code Height Map require legislation requiring Commission action. However, the DCDG is under the sole jurisdiction of OCII and CCII; the Planning Department and Commission have no role in administering this document, including review of approval of any amendments to it; and,

WHEREAS, through the negotiations described above, OCII and the Project Sponsor agreed upon a Project Description for the Project: The Block 4 Project would include a 47-story tower with 6-story townhouse adjunct, a 16-story mid-rise building, and a single-story shared podium with shared underground facilities. The Project would provide 681 total residential units, of which 45% would be affordable. The 681 units would include 155 market-rate condominium units in the upper portion of the tower and townhouse adjunct, 324 rental units in the lower portion of the tower (including 219 market rate units and 105 below market rate units affordable to moderate income households) (the “Tower Project”), as well as 202 rental units in a 100% affordable project in the mid-rise building (including one unrestricted manager’s unit) (the “Mid-Rise Project”). In addition, the Project includes ground floor retail (a portion of which is restricted for community-serving uses), public and private open space, the construction of Tehama Street (which will be conveyed to the City upon completion), streetscape improvements, and underground utility rooms, auto and bicycle parking; and,

WHEREAS, Transit Center District Plan Figure 1, “Proposed Height Limits” currently limits Transbay Block 4 to 450 feet. Figure 1 also limits Transbay Block 1 to 300 feet in height. TCDP Policy 4.36 specifies certain bike routing on Main, Beale and Fremont Streets. The proposed TDCP Amendments would change the height designation for Block to 513 feet, would change the height designation for Transbay Block 1 to 400 feet, and would provide more flexibility in determining bike routing on Main, Beale and Fremont Streets; and

WHEREAS, separately, the allowed maximum height increase also requires amendments to the Redevelopment Plan, and amendments Planning Code Height and Bulk Map HT-01, both of which also limit the Project site to 450 feet in height. At their July 28, 2022 Hearing, the Planning Commission approved the Zoning Map Amendment and found the proposed Redevelopment Plan Amendments consistent with the General Plan and Planning Code section 101.1; and

WHEREAS, OCII maintains land use and California Environmental Quality Act (“CEQA”) review authority of the Transbay Redevelopment Project Area, including the site of the proposed amendment (Block 4)’ and,

WHEREAS, on June 21, 2022 at a public hearing the CCII adopted Resolution Nos. 18-2022, 20-2022, 21-2022, 22-2022, and 23-2022, which (1) made CEQA findings confirming the analysis and conclusion of Addendum of the Final Environmental Impact Statement/Environmental Impact Report for the Transbay Terminal/Caltrain Downtown Extension/ Redevelopment Project (“Final Environmental Document”) as further described below, (2) approved the Plan Amendment and referred it to the Planning Commission, (3) approved the amendments to the

DCDG, (4) approved the DDA for the Project, and (5) conditionally approved the Schematic Design for the Project; and,

WHEREAS, on June 15, 2004, the Board of Supervisors affirmed, by Motion No. 04-67, the certification under the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq., and the CEQA Guidelines (14 California Code of Regulations Sections 15000 et seq. ("CEQA Guidelines," and collectively "CEQA")) of the Final Environmental Document, which included the Redevelopment Plan. Subsequently, the Board of Supervisors adopted, by Resolution No. 612-04 (October 7, 2004), findings that various actions related to the Project complied with CEQA and the Former Agency Commission adopted, by Resolution No. 11-2005 (January 25, 2005), findings and a statement of overriding considerations and a mitigation monitoring and reporting program, adopted in accordance with CEQA. Subsequent to the adoption of the Final Environmental Document and the findings, the Former Agency, the Successor Agency or other responsible agencies under CEQA/NEPA have approved and incorporated eight addenda into the analysis of the Final Environmental Document (as incorporated, the "FEIS/EIR") and made requisite findings under CEQA (findings referenced in this recital collectively referred to as the "CEQA Findings"). OCII staff has made the FEIS/EIR (including the addenda), and related documents available to the Commission and the public, and these files are part of the record before the Commission; and,

WHEREAS, OCII, as lead agency and in consultation with the San Francisco Planning Department, has prepared Addendum No. 9 to the FEIS/EIR (the "Addendum"), dated June 13, 2022 ([link](#)). The Addendum evaluates the potential environmental effects associated with approval of the Redevelopment Plan Amendments and related actions ("Proposed Actions"); and,

WHEREAS, OCII prepared the Addendum in compliance with CEQA and the Addendum reflects the independent judgment and analysis of OCII, and the OCII concludes that the Proposed Actions are within the scope of impacts analyzed in the FEIS/EIR and will not result in any new significant impacts or a substantial increase in the severity of previously identified significant effects that alter the conclusions reached in the FEIS/EIR for the reasons stated in the Addendum; and,

WHEREAS, based on the analysis in the Addendum, by Motion No. 18-2022, the CCII concluded that the analyses conducted and the conclusions reached in the FEIS/EIR remain valid and the Proposed Actions will not cause new significant impacts not identified in the FEIS/EIR or substantially increase the severity of previously identified significant impacts, and no new mitigation measures will be necessary to reduce significant impacts. Further, as described in the Addendum, no changes have occurred, with respect to either the development or the circumstances surrounding the development contemplated in FEIS/EIR, that will require major revisions of the FEIS/EIR due to the involvement of new significant effects or a substantial increase in the severity of previously identified significant effects, and no new information has become available that shows that the Block 4 Project will cause new or more severe significant environmental impacts. Therefore, no subsequent or supplemental environmental review is required under CEQA beyond the Addendum to approve the Proposed Actions, the Block 4 Project and other actions necessary for the Block 4 Project;

Whereas, a draft ordinance, **attached hereto as Exhibit A**, That pursuant to Planning Code Section 340, the Planning Commission Adopts a Resolution to Recommend to the Board of Supervisors to approve the Draft Ordinance.

NOW THEREFORE BE IT RESOLVED, that the Commission has reviewed and considered the CEQA Findings and statement of overriding considerations that the Successor Agency previously adopted, and reviewed and considered the CEQA Findings contained in the Addendum, which the Successor Agency adopted in Resolution No. 18-2022, and hereby adopts these additional CEQA Findings as its own. The Commission finds that the conclusions reached in the FEIS/EIR remain valid and the Proposed Actions will not cause new significant impacts not identified in the FEIS/EIR or substantially increase the severity of previously identified significant impacts, and no new mitigation measures will be necessary to reduce significant impacts. Further, as described in the Addendum, no changes have occurred, with respect to either the development or the circumstances surrounding the development contemplated in FEIS/EIR, that will require major revisions of the FEIS/EIR due to the involvement of new significant effects or a substantial increase in the severity of previously identified significant effects, and no new information has become available that shows that the Project will cause new or more severe significant environmental impacts. Therefore, no subsequent or supplemental environmental review is required under CEQA beyond the Addendum to approve the Proposed Actions, the Project and other actions necessary for the Project; and

BE IT FURTHER RESOLVED, that pursuant to Planning Code Section 340, the Planning Commission Adopts a Resolution to Recommend to the Board of Supervisors to approve the Draft Ordinance.

I hereby certify that the foregoing Resolution was ADOPTED by the San Francisco Planning Commission on July 28, 2022.



Jonas P. Ionin
Commission Secretary

AYES: Ruiz, Diamond, Imperial, Koppel, Moore, Tanner

NOES: None

ABSENT: Fung

ADOPTED: July 28, 2022



PLANNING COMMISSION MOTION NO. 21154

HEARING DATE: JULY 28, 2022

Project Name: Transbay Block 4 – 200 Main Street – Amendment to the Transbay Redevelopment Plan
Case Number: 2018-015785GPR
Initiated by: Planning Commission
Staff Contact: Mat Snyder, Citywide Planning
Mathew.snyder@sfgov.org, (628) 652-7460
Reviewed by: Joshua Switzky, Land Use & Community Planning Program Manager, Citywide Planning
Joshua.switzky@sfgov.org, (628) 652-7464

ADOPTING ENVIRONMENTAL FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND RECOMMENDING APPROVAL OF THE AMENDMENT TO THE REDEVELOPMENT PLAN FOR THE TRANSBAY REDEVELOPMENT PROJECT AREA TO INCREASE THE MAXIMUM HEIGHT LIMIT FROM 400 FEET TO 513 FEET, AND TO INCREASE THE ALLOWED BULK ON BLOCK 4 OF ZONE 1 OF THE TRANSBAY REDEVELOPMENT PROJECT AREA, ADOPTING GENERAL PLAN AND PLANNING CODE SECTION 101.1 FINDINGS, AND RECOMMENDING THE TRANSBAY REDEVELOPMENT PLAN AMENDMENT TO THE BOARD OF SUPERVISORS FOR APPROVAL.

WHEREAS, the Board of Supervisors of the City and County of San Francisco (“Board of Supervisors”) approved the Redevelopment Plan for the Transbay Redevelopment Project Area (“Redevelopment Plan”) by Ordinance No. 124-05 (June 21, 2005) and by Ordinance No. 99- 06 (May 9, 2006), as amended by Ordinance No. 84-15 (June 18, 2015) and Ordinance No. 62-16 (April 28, 2016); and,

WHEREAS, the Redevelopment Plan establishes the land use controls for the Project Area and divides the Project Area into two subareas: Zone One, in which the Redevelopment Plan and Development Controls and Design Guidelines for the Transbay Redevelopment Project (“DCDG”) regulate land uses, and Zone Two, in which the San Francisco Planning Code regulates land uses. Zone One is intended to be developed with predominantly residential uses. The Successor Agency to the San Francisco Redevelopment Agency, commonly referred to as the Office of Community Investment and Infrastructure (“OCII”) solely administers and enforces land use entitlements for property and projects in Zone One and has delegated its authority over projects that do not require OCII action in Zone Two to the San Francisco Planning Department pursuant to that certain Delegation Agreement between the Former Agency and the Planning Department for the Transbay Redevelopment Project Area; and,

WHEREAS, a major focus of the Redevelopment Plan is to redevelop 10 acres of former highway access ramp properties owned by the State of California (the “State-Owned Parcels”) to generate funding for the Transbay Joint Powers Authority (“TJPA”) to construct what is now the Salesforce Transit Center (the “Transit Center”). OCII’s role is to complete the enforceable obligations that the Department of Finance has finally and conclusively approved under Redevelopment Dissolution Law. These enforceable obligations include the Implementation Agreement

between TJPA and the Former Agency, which requires OCII to facilitate the sale and development of certain State-Owned Parcels to third parties, to implement the Redevelopment Plan, and to comply with California Assembly Bill 812, codified in Section 5027.1 of the California Public Resources Code (“AB 812”), which requires that 35% of all new residential units in the Project Area be affordable to low- and moderate-income households; and,

WHEREAS, Section 4.105 of the City Charter and 2A.53 of Administrative Code require General Plan referrals to the Planning Commission (“Commission”) for certain matters, including determination as to whether a Redevelopment Plan amendment is in conformity with the General Plan prior to consideration by the Board of Supervisors. Similarly, Section 33346 of the California Health and Safety Code regarding California Redevelopment Law, the Redevelopment Plan must be submitted to the Planning Commission for its report and recommendation concerning the proposed plan amendments; and,

WHEREAS, on July 20, 2020, the Planning Department received a General Plan Referral application to amend the Redevelopment Plan for the Transbay Redevelopment Project Area (“Plan Amendment”) to increase the maximum height limit for Block 4 from 400 feet to 513 feet, and to increase the maximum floor plate limits within different portions of the building envelope within the same block; and,

WHEREAS, Transbay Block 4 is bordered by Howard Street on the north, Main Street on the east, Beale Street on the west and a proposed new segment of Tehama Street on the south in Zone One of the Transbay Redevelopment Project Area, and is comprised of Assessor Block 3739, Lot 10; and,

WHEREAS, in February 2012, the State of California dissolved all redevelopment agencies pursuant to California Health and Safety Code Sections 34170 et seq. (“Redevelopment Dissolution Law”), and under Ordinance No. 215-12 (Oct. 4, 2012), the Board of Supervisors established and delegated its authority under the Redevelopment Dissolution Law to the Successor Agency Commission and the Successor Agency to the Redevelopment Agency of the City and County of San Francisco (commonly referred to as the Commission on Community Investment and Infrastructure, or “CCII,” and the Office of Community Investment and Infrastructure or “OCII,” respectively); and,

WHEREAS, in April 2016, the CCII approved an Agreement for Option to Purchase Transbay Block 4 (“Option Agreement”) with F4 Transbay Partners LLC, a Delaware limited liability company (“Project Sponsor”). At the time, the Project Sponsor sought to acquire Transbay Parcel F from TJPA and required as a condition of that purchase that OCII enter into the Option Agreement so that the Developer could fulfill the affordable housing obligations of Parcel F through the development of Block 4; and,

WHEREAS, in September 2018, CCII approved a non-binding Term Sheet outlining the mixed-use, mixed-income development program for Block 4 (the “Project”) along with the First Amendment to the Option Agreement. The 2018 Term Sheet served as the basis for negotiation of the Disposition and Development Agreement (“DDA”) and development of the Schematic Design; and,

WHEREAS, between September 2018 and September 2021, OCII negotiated with the Project Sponsor in determining the parameters for the Transbay Block 4 Schematic Design and the DDA. Objectives for OCII in their negotiations with the Project Sponsor included, in part, ensuring a maximum number of affordable units such that, at full buildout, at least 35% of the units within Transbay Project Area would be affordable; ensuring project

feasibility; and maintaining the general land use and urban design principles of the vision established by the Design for Development (“D4D”). To meet these objectives, OCII determined that the building envelope then proscribed by the Redevelopment Plan (and as reflected in the height maps within the Transit Center District Area Plan of the General Plan and Planning Code Height and Bulk Map HT-01), and the DCDG would need to be amended to allow greater development potential. As described above, an amendment to the Redevelopment Plan requires the Commission adopt findings of consistency with the General Plan and Planning Code Section 101.1. Amendments to the General Plan and the Planning Code Height Map require legislation requiring Commission action. However, the DCDG is under the sole jurisdiction of OCII and CCII; the Planning Department and Commission have no role in administering this document, including review of approval of any amendments to it; and,

WHEREAS, through the negotiations described above, OCII and the Project Sponsor agreed upon a Project Description for the Project: The Project would include a 47-story tower with 6-story townhouse adjunct, a 16-story mid-rise building, and a single-story shared podium with shared underground facilities. The Project would provide 681 total residential units, of which 45% would be affordable. The 681 units would include 155 market-rate condominium units in the upper portion of the tower and townhouse adjunct, 324 rental units in the lower portion of the tower (including 219 market rate units and 105 below market rate units affordable to moderate income households) (the “Tower Project”), as well as 202 rental units in a 100% affordable project in the mid-rise building (including one unrestricted manager’s unit) (the “Mid-Rise Project”). In addition, the Project includes ground floor retail (a portion of which is restricted for community-serving uses), public and private open space, the construction of Tehama Street (which will be conveyed to the City upon completion), streetscape improvements, and underground utility rooms, auto and bicycle parking; and,

WHEREAS, the Transbay Redevelopment Plan specifies a 450-foot maximum height limit on Block 4 and limits the floor plates of the Tower Project to 13,000 square feet (“sf”) above 85-feet, and limits the floor plates of the Mid-Rise Project between build heights of 85 feet and 250 feet to 7,500 sf. The proposed Plan Amendment would provide for a maximum height limit of 513 feet, a maximum floor plate size of 13,500 sf between heights of 85-feet and 250-feet for the Mid-Rise Project, and a maximum floor plate size of 15,300 sf at the lower portion of the tower (85 feet to 122 feet) for the Tower Project; these proposed Redevelopment Plan controls would only apply to Block 4 and no other portion of the Plan Area. Similarly, the DCDG contained several controls that needed to be amended to enable the Project including, in part, allowing additional heights at other portions of the site, allowing the public open space to be constructed above grade, allowing temporary parking and valet operations on the ground floor, eliminating or revising setback and townhouse location requirements on the Beale, Howard, and Main Street frontages, revising floor plate ratio requirements, and revising some modulation requirements; and

WHEREAS, related conforming amendments to the Transit Center District Area Plan of the General Plan (Figure 1 – “Proposed Height Limits”), and Planning Code Height and Bulk Map HT-01 are necessary to reflect the proposed maximum height increase in the Redevelopment Plan Amendment. On June 23, 2022, the Commission adopted Motion No. 21133 initiating the General Plan Amendments. On July 12, 2022, Supervisor Dorsey introduced legislation to amend Planning Code Height and Bulk Map HT-01 and referred the legislation to the Planning Commission for their action. At their July 28, 2022 Hearing, the Planning Commission approved the General Plan Amendment and Zoning Map Amendment; and

WHEREAS, OCII maintains land use and California Environmental Quality Act ("CEQA") review authority of the Transbay Redevelopment Project Area, including the site of the proposed amendment (Block 4) and,

WHEREAS, on June 21, 2022 at a public hearing the CCII adopted Resolution Nos. 18-2022, 20-2022, 21-2022, 22-2022, and 23-2022, which (1) made CEQA findings confirming the analysis and conclusion of Addendum of the Final Environmental Impact Statement/Environmental Impact Report for the Transbay Terminal/Caltrain Downtown Extension/ Redevelopment Project ("Final Environmental Document") as further described below, (2) approved the Plan Amendment and referred it to the Planning Commission, (3) approved the amendments to the DCDG, (4) approved the DDA for the Project, and (5) conditionally approved the Schematic Design for the Project; and,

WHEREAS, on June 15, 2004, the Board of Supervisors affirmed, by Motion No. 04-67, the certification under the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq., and the CEQA Guidelines (14 California Code of Regulations Sections 15000 et seq. ("CEQA Guidelines," and collectively "CEQA")) of the Final Environmental Document, which included the Redevelopment Plan. Subsequently, the Board of Supervisors adopted, by Resolution No. 612-04 (October 7, 2004), findings that various actions related to the Project complied with CEQA and the Former Agency Commission adopted, by Resolution No. 11-2005 (January 25, 2005), findings and a statement of overriding considerations and a mitigation monitoring and reporting program, adopted in accordance with CEQA. Subsequent to the adoption of the Final Environmental Document and the findings, the Former Agency, the Successor Agency or other responsible agencies under CEQA/NEPA have approved and incorporated eight addenda into the analysis of the Final Environmental Document (as incorporated, the "FEIS/EIR") and made requisite findings under CEQA (findings referenced in this recital collectively referred to as the "CEQA Findings"). OCII staff has made the FEIS/EIR (including the addenda), and related documents available to the Commission and the public, and these files are part of the record before the Commission; and,

WHEREAS, OCII, as lead agency and in consultation with the San Francisco Planning Department, has prepared Addendum No. 9 to the FEIS/EIR (the "Addendum"), dated June 13, 2022 ([link](#)). The Addendum evaluates the potential environmental effects associated with approval of the Redevelopment Plan Amendment and related actions ("Proposed Actions"); and,

WHEREAS, OCII prepared the Addendum in compliance with CEQA and the Addendum reflects the independent judgment and analysis of OCII, and the OCII concludes that the Redevelopment Plan Amendment and related actions "Proposed Actions" are within the scope of impacts analyzed in the FEIS/EIR and will not result in any new significant impacts or a substantial increase in the severity of previously identified significant effects that alter the conclusions reached in the FEIS/EIR for the reasons stated in the Addendum; and,

WHEREAS, based on the analysis in the Addendum, by Motion No. 18-2022, the CCII concluded that the analyses conducted and the conclusions reached in the FEIS/EIR remain valid and the Proposed Actions will not cause new significant impacts not identified in the FEIS/EIR or substantially increase the severity of previously identified significant impacts, and no new mitigation measures will be necessary to reduce significant impacts. Further, as described in the Addendum, no changes have occurred, with respect to either the development or the circumstances surrounding the development contemplated in FEIS/EIR, that will require major revisions of the

FEIS/EIR due to the involvement of new significant effects or a substantial increase in the severity of previously identified significant effects, and no new information has become available that shows that the Project will cause new or more severe significant environmental impacts. Therefore, no subsequent or supplemental environmental review is required under CEQA beyond the Addendum to approve the Proposed Actions, the Project and other actions necessary for the Project;

FINDINGS

Staff analyzed the proposed Redevelopment Plan Amendment with regards to conformity to the General Plan as described below.

DOWNTOWN PLAN

OBJECTIVE 9

PROVIDE QUALITY OPEN SPACE IN SUFFICIENT QUANTITY AND VARIETY TO MEET THE NEEDS OF DOWNTOWN WORKERS, RESIDENTS, AND VISITORS.

POLICY 9.1

Require usable indoor and outdoor open space, accessible to the public, as part of new downtown development.

OBJECTIVE 10

ASSURE THAT OPEN SPACES ARE ACCESSIBLE AND USABLE.

POLICY 10.3

Keep open space facilities available to the public.

The Redevelopment Plan Amendment will enable development of the proposed Project, which is an amenity rich 681-unit development with 45% affordability. The Project will feature 12,500 square feet of open space for the residents and the public including 6,000 square feet central ungated courtyard that will be open to the public. The central open space will be accessible by a grand exterior stair from the new segment of Tehama Street, which in turn, will border a new planned public park to its south. Separately, the Project would also entail building out new streetscape portions of Beale and Main Streets, which are envisioned as pedestrian-dominated living streets. The on-site publicly accessible open space will thereby be integrated and connected to the Transbay and Downtown public realm networks.

OBJECTIVE 13

CREATE AN URBAN FORM FOR DOWNTOWN THAT ENHANCES SAN FRANCISCO'S STATURE AS ONE OF THE WORLD'S MOST VISUALLY ATTRACTIVE CITIES.

POLICY 13.1

Relate the height of buildings to important attributes of the city pattern and to the height and character of existing and proposed development.

The Transbay Redevelopment Project Area Design for Development, completed in 2003, envisions transforming an area formerly containing the Embarcadero Freeway, its ramps and Terminal Separator Structure into a transit-oriented residential district in the heart of downtown. The DCDG for this area, adopted in 2005, called for Zone One to "become a complementary and exciting addition to the downtown skyline, designed as designed as a grouping of slender towers that would visually extend the Downtown high-rise office skyline."

The proposed Redevelopment Plan Amendment would allow a 513-foot residential tower on Block 4, an additional 63 feet above what is currently allowed on the site; the proposed Redevelopment Plan Amendment would also allow buildings with larger floor plates than currently allowed on portions of the site. The increased bulk and heights have been designed so that taken together, the different components of the overall Block 4 development continue to be proportional to each other while enabling a significant increase in unit count overall and affordable unit count more specifically.

The Downtown Plan, the Transit Center District Plan, and the Urban Design Element all call for a tapering of tower heights from the location of the Transit Center Tower down toward Folsom Street and the waterfront, with towers heights tapering upward south of Folsom toward Rincon Hill. The additional height of Block 4 to allow 513-feet would be shorter than the 550-foot tower immediately north and other towers further north thereby respecting this urban design goal.

Policy 13.2

Foster sculpturing of building form to create less overpowering buildings and more interesting building tops, particularly the tops of towers.

POLICY 13.3

Create visually interesting terminations to building towers.

OBJECTIVE 15

CREATE A BUILDING FORM THAT IS VISUALLY INTERESTING AND HARMONIZES WITH SURROUNDING BUILDINGS.

The proposed Project will feature a 513-foot tower with a 49-foot mechanical penthouse. The proposed design control amendments have been carefully tailored to assure that height of the Project's tower and penthouse work within the envisioned tapering of towers from Mission Street to Folsom Street – that is that the overall tower height continues to read as being shorter than the towers to the north. The penthouse is designed as an extension of one of the tower masses thereby accentuating the tower's verticality and not creating a separate element that could otherwise call undo attention to itself.

The proposed amendments to the design controls (both with the Redevelopment Plan and the DCDG) have been carefully considered so that additional height and bulk across the site both horizontally and vertically work together proportionally. For example, floor plate limits for the tower have been increased so that they podium portion of tower is at a higher height proportional to the proposed new tower height.

OBJECTIVE 16

CREATE AND MAINTAIN ATTRACTIVE, INTERESTING URBAN STREETSCAPES

As noted above, the proposed Project includes streetscape improvements to all bordering streets accordance with the Transbay Streetscape Master Plan.

POLICY 16.2

Provide setbacks above a building base to maintain the continuity of the predominant streetwalls along the street. Setbacks will be provided along the newly created portion of Tehama Street to provide residential stoops to the townhouse units and a portion of Main Street. Setbacks will not be provided for the remainder portion of Main Street, Beale Street and Howard Street consistent with other buildings along those streets.

TRANSIT CENTER DISTRICT PLAN: A SUB-AREA PLAN OF THE DOWNTOWN PLAN

OBJECTIVE 2.1

MAXIMIZE BUILDING ENVELOPE AND DENSITY IN THE PLAN AREA WITHIN THE BOUNDS OF URBAN FORM AND LIVABILITY OBJECTIVES OF THE

OBJECTIVE 2.2

CREATE AN ELEGANT DOWNTOWN SKYLINE, BUILDING ON EXISTING POLICY TO CRAFT A DISTINCT DOWNTOWN "HILL" FORM, WITH ITS APEX AT THE TRANSIT CENTER, AND TAPERING IN ALL DIRECTIONS.

OBJECTIVE 2.4

PROVIDE DISTINCT TRANSITIONS TO ADJACENT NEIGHBORHOODS AND TO TOPOGRAPHIC AND MAN-MADE FEATURES OF THE CITYSCAPE TO ENSURE THE SKYLINE ENHANCES, AND DOES NOT DETRACT FROM, IMPORTANT PUBLIC VIEWS THROUGHOUT THE CITY AND REGION.

POLICY 2.5

Transition heights down to adjacent areas, with particularly attention on the transitions to the southwest and west in the lower scale South of Market areas and to the waterfront to the east.

As noted above, while the proposed Redevelopment Plan Amendment would increase the height and bulk of the Project at Block 4, the additional height and bulk have been carefully considered to assure that the skyline conforms to Downtown "hill" and Folsom Street "saddle" urban form.

OBJECTIVE 2.9

PROVIDE BUILDING ARTICULATION ABOVE A BUILDING BASE TO MAINTAIN OR CREATE A DISTINCTIVE STREETWALL COMPATIBLE WITH THE STREET'S WIDTH AND CHARACTER.

OBJECTIVE 2.11

PURSUE BUILDING SETBACKS TO AUGMENT A SIDEWALK WIDENING PROGRAM ON STREET FRONTAGES WHERE SIGNIFICANT CONTIGUOUS STRETCHES OF PARCELS ARE LIKELY TO BE REDEVELOPED.

OBJECTIVE 2.12

ENSURE THAT DEVELOPMENT IS PEDESTRIAN-ORIENTED, FOSTERING A VITAL AND ACTIVE STREET LIFE.

Policy 2.15

Establish a pedestrian zone below a building height of 20 to 25 feet through the use of façade treatments, such as building projections, changes in materials, setbacks, or other such architectural articulation.

The Redevelopment Plan Amendment along with other design control amendments proposed by Project facilitate a high-quality interface with the pedestrian realm at the ground plane. While building heights along all frontages would be taller than under existing controls, they would be in keeping with nearby buildings. Special attention has been paid to uses and building design at the ground level. The Project would align the new block of Tehama with fronting townhouse units featuring stoops and planting. Also, along Tehama would be a grand stair with seating terraces that would lead to the Project's publicly accessible mid-block open space one story above grade. Retail uses and lobby entries would be featured along Howard, Beale and Main Streets. As noted above the Project Sponsor would improve Beale, Howard and Main Street pursuant to the Transbay Streetscape and Open Space Concept Plan. Most significantly, an extension of Tehama Street would be constructed to the south of the Project. Tehama's design would feature low curbs and special pedestrian-oriented design treatment of the street through raised crosswalk creating a sense of a linear plaza.

URBAN DESIGN ELEMENT

OBJECTIVE 3

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

Fundamental Principles for Major New Development

1. The relationship of a building's size and shape to its visibility in the cityscape, to important natural features and to existing development determines whether it will have a pleasing or a disruptive effect on the image and character of the city.

The Urban Design Element along with the Downtown Area Plan and the Transit Center District Area Plan call for a tapering of building heights from a central Downtown location (Salesforce Tower) and tapering in each direction. Although the additional 63-feet height would bring the proposed Project closer to the height of tower immediately to the north (Block 5), the differentiation of the two is still significant enough to maintain the tapering of building heights.

RECREATION AND OPEN SPACE ELEMENT

POLICY 1.9

Preserve sunlight in public open spaces.

The proposed Redevelopment Plan Amendment would allow a taller residential tower to be built on the site of Block 4. The additional height and building envelope area that would be allowed under the proposed Plan Amendment would not create any net new shadow on a park under the jurisdiction of Department of Recreation and Parks that are subject to Planning Code Section 295. Shadow analysis conducted as a part of the addendum identified two existing parks and one proposed new park that are not subject to Planning Code Section 295 and seven privately

owned publicly open spaces (“POPOS”) onto which the proposed Project could cast net new shadow. In all cases, the additional duration and area of shadow created by the Project compared to a project that would be compliant to current standards was found to be insignificant in terms of duration, area, and the overall impact of quality to the open space; the net new shadow from the proposed Project would not substantially and adversely affect the public’s use and enjoyment of the respective open space.

HOUSING ELEMENT

OBJECTIVE 1

IDENTIFY AND MAKE AVAILABLE FOR DEVELOPMENT ADEQUATE SITES TO MEET THE CITY'S HOUSING NEEDS, ESPECIALLY PERMANENTLY AFFORDABLE HOUSING.

POLICY 1.10

Support new housing projects, especially affordable housing, where households can easily rely on public transportation, walking and bicycling for the majority of daily trips.

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.

The proposed Redevelopment Plan Amendment would allow 63 additional feet in height to the tower, along with increased floor plate sizes at two locations within the site. Similarly, amendments to the DCDG allow additional height and building area at other locations at the site. OCII staff indicates that the additional building envelope allowed by the subject Redevelopment Plan Amendment along with the DCDG Amendment would enable 126 additional units on the site. The new configuration of allowable building area also enables a standalone 100% affordable housing project that will include 201 affordable units at a variety of bedroom sizes made available to households ranging from 40% to 100% AMI. The Redevelopment Plan Amendment will further enable a project that will provide 105 affordable units within the Tower Project for moderate income households ranging from 100% to 120% AMI.

The proposed height increase is suitable for this area of Downtown first because of the convenient access to public transit and the Project’s various heights still fit within the D4D’s urban design vision for Transbay and Downtown. The proximity to a variety of transit options within the city and to the Bay Area would allow for sustainable development.

Also, the location is suitable for the proposed height due to the dense context of the neighborhood. The residential neighborhoods near Downtown and in Rincon Hill include dense tall residential towers. After the Transbay Redevelopment Plan was enacted in 2006 additional towers were built in the Rincon Hill or are currently under construction in the Transit Center area. This neighborhood context provides flexibility for additional height on Block 4 within the confines of maintaining a cohesive skyline as discussed in the previous section.

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.

The Redevelopment Plan Amendment would enable a Project that would include 45% affordable units. Based on building to date in the Plan Area and OCII development projections, the affordable units within the proposed Project will contribute to ensuring that at least 35% of all new residential units within the Plan Area will be restricted for affordability as required by State Law.

OBJECTIVE 11

SUPPORT AND RESPECT THE DIVERSE AND DISTINCT CHARACTER OF SAN FRANCISCO'S NEIGHBORHOODS.

POLICY 11.4

Continue to utilize zoning districts which conform to a generalized residential land use and density plan and the General Plan.

Zoning changes in the City occur through a community planning process for a neighborhood or sub-set of a neighborhood. The proposed Redevelopment Plan Amendment was discussed with the OCII's Transbay Citizen's Advisory Committee ("CAC") and other means in the community. In May 2022, the Transbay CAC approved the Project, which included the proposed height increase. Staff finds the proposed height change to serve the public good through additional affordable housing units and transit-oriented development.

Eight Priority Policies of Planning Code Section 101.1

The subject project is found to be consistent with the Eight Priority Policies of Planning Code Section 101.1 in that:

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

The proposed Redevelopment Plan Amendment will not result in change in neighborhood-serving retail businesses. The Project will include street level retail to enhance the neighborhood commercial environment and the residential units in the project will provide more customers for neighborhood retail.

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

The proposed Redevelopment Plan Amendment will not affect existing housing and will help add to the City's housing stock. The proposed residential tower project will transform former Embarcadero Freeway land into 681 dwelling units of which 45% will be Below Market Rate Units affordable to households with income at various levels of AMI.

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

The proposed Redevelopment Plan Amendment would increase the supply of affordable housing in San Francisco. OCII has indicated that the additional height and other building envelope increases will enable 126 additional units. Moreover, the additional height and bulk of the Project allowed by the Redevelopment Plan Amendment and the resulting increased residential development area is essential to the feasibility of the Project with 45% affordability. The Project's affordable units will contribute to meeting the requirement of having 35% of new residential units within the Plan Area restricted for affordability.

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

The Redevelopment Plan Amendment and Project would not impede MUNI transit service or overburden our streets or neighborhood parking; rather it would create additional residential units in this transit rich neighborhood. Parking requirements would be set by limits of the Redevelopment Plan. The proposed parking ratio is under the prescribed ratio of 0.5 space/unit in the adjacent Downtown C-3 Zoning District. The limited parking and easy access to transit and other non-vehicular modes of transportation would help enable residents to get around without having to use private vehicles.

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 residential employment and ownership in these sectors be enhanced.

The proposed Redevelopment Plan Amendment would not result in displacing existing industrial and service uses or change the existing economic base in this area. The site of Block 4 was most recently used as a temporary bus terminal, for which the surface lot is no longer needed.

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

The proposed Redevelopment Plan Amendment will not affect the City's preparedness to protect against injury and loss of life in an earthquake. The proposed Project would be built to the current building code and seismic standards and otherwise will not affect the City's preparedness.

7. That landmarks and historic buildings be preserved.

The site of Project does not include any landmark or historic building and the proposed Redevelopment Plan Amendment will not affect the landmarks and historic buildings.

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

The proposed Redevelopment Plan Amendment would allow a taller residential tower to be built on the site of Block 4. The additional height and building envelope area that would be allowed under the proposed

Redevelopment Plan Amendment would not create any net new shadow on a park under the jurisdiction of Department of Recreation and Parks and that are subject to Planning Code Section 295. Shadow analysis conducted as a part of Addendum No. 9 identified two existing parks and one proposed new park that are not subject to Planning Code Section 295 and seven privately owned publicly open spaces ("POPOS") onto which the proposed Project could cast net new shadow. In all cases, the additional duration and area of shadow created by the Project compared to a project that would be compliant to current standards was found to be insignificant in terms of duration, area, and the overall impact of quality to the open space; the net new shadow from the proposed Project would not substantially and adversely affect the public's use and enjoyment of the respective open space.

NOW THEREFORE BE IT MOVED, that the Commission has reviewed and considered the CEQA Findings and statement of overriding considerations that the Successor Agency previously adopted and reviewed and considered the CEQA Findings contained in the Addendum, which the Successor Agency adopted in Resolution No. 18-2022, and hereby adopts these additional CEQA Findings as its own. The Commission finds that the conclusions reached in the FEIS/EIR remain valid and the Proposed Actions will not cause new significant impacts not identified in the FEIS/EIR or substantially increase the severity of previously identified significant impacts, and no new mitigation measures will be necessary to reduce significant impacts. Further, as described in the Addendum, no changes have occurred, with respect to either the development or the circumstances surrounding the development contemplated in FEIS/EIR, that will require major revisions of the FEIS/EIR due to the involvement of new significant effects or a substantial increase in the severity of previously identified significant effects, and no new information has become available that shows that the Project will cause new or more severe significant environmental impacts. Therefore, no subsequent or supplemental environmental review is required under CEQA beyond the Addendum to approve the Proposed Actions, the Project and other actions necessary for the Project; and

BE IT FURTHER MOVED, That the Commission hereby finds the proposed amendment to the Transbay Redevelopment Plan, as described above, to be on balance consistent with the General Plan as proposed for amendment, including, but not limited to the Housing Element, Urban Design, Recreation and Open Space Element, Transit Center District Plan, and is consistent with the eight Priority Policies in City Planning Code Section 101.1 for reasons set forth in this motion, and recommend to the Board of Supervisors approval of the Plan Amendment.

I hereby certify that the foregoing Motion was adopted by the Commission at its meeting on July 28, 2022.



Jonas P. Ionin
Commission Secretary

AYES: Ruiz, Diamond, Imperial, Koppel, Moore, Tanner
NOES: None
ABSENT: Fung
ADOPTED: July 28, 2022



EXECUTIVE SUMMARY

TRANSBAY BLOCK 4 GENERAL PLAN, ZONING MAP, AND REDEVELOPMENT PLAN AMENDMENTS

HEARING DATE: JULY 28, 2022

Project Name: Transbay Block 4 – 200 Main Street – Amendments to the Transit Center District Area Plan, Planning Code Height and Bulk Map HT-01 and the Transbay Redevelopment Plan

Case Number: 2018-015785GPR GPA MAP

Initiated by: Planning Commission

Staff Contact: Mat Snyder, Citywide Planning
Mathew.snyder@sfgov.org, (628) 652-7460

Reviewed by: Joshua Switzky, Land Use & Community Planning Program Manager, Citywide Planning
Joshua.switzky@sfgov.org, (628) 652-7464

Recommendation: Find Redevelopment Plan Amendment in General Conformity with the General Plan and Planning Code Section 101.1;

Recommend Approval to the Board of Supervisors the Amendments to the General Plan and Planning Code Height and Bulk Map

Project Description

The Office of Community Investment and Infrastructure (“OCII”) is proposing to amend the Redevelopment Plan for the Transbay Redevelopment Project Area (“Redevelopment Plan”) to facilitate a mixed-use residential development project on Block 4 of the Transbay Redevelopment Project Area (“Project”) located at 200 Main Street, Assessor’s Block 3739, Lot 010 (“Project Site”). The amendment includes increasing the height limit for the Project Site, which will also require conforming amendments to Figure 1 – “Proposed Height Limits” of the Transit Center District Plan (“TCDP”), a Sub-Area Plan of the Downtown Area Plan, and to Planning Code Height and Bulk Map HT-01.

Block 4 is the northern portion of the former Temporary Transbay Terminal site bounded by Howard, Folsom, Main and Beale Streets. For redevelopment purposes, the Redevelopment Plan delineates this area as Blocks 2, 3, and 4, separated by new extension of Clementina Street and Tehama Street across the site. Block 4 is bounded by Howard Street to the north, Beale and Main Streets to the west and east, respectively, and the planned new segment of Tehama Street to the south.

The Block 4 Project is proposed to include a 47-story tower with 6-story townhouse adjunct, a 16-story mid-rise building, and a single-story shared podium with shared underground facilities. The Project will provide 681 total residential units, of which 45% would be affordable. The 681 units would include 155 market-rate condominium units in the upper portion of the tower and townhouse adjunct, 324 rental units in the lower portion of the tower (including 219 market rate units and 105 below market rate units affordable to moderate income households) (the “Tower Project”), as well as 202 rental units in a 100% affordable project in the mid-rise building (including one unrestricted manager’s unit) (the “Mid-Rise Project”). In addition, the Project includes ground floor retail (a portion of which is restricted for community-serving uses), public and private open space, the construction of Tehama Street (which will be conveyed to the City upon completion), streetscape improvements, and underground utility rooms, auto and bicycle parking.

Details of the Project’s programming is provided below:

Block 4 Project Summary	
Residential Units	681 total units, 306 (45%) restricted for affordability
Tower/townhouse condominiums	135 market rate condominium units located on floors 28 to 47 of the tower; and 20 units in floors 1 to 6 of the townhouses along Tehama
Tower Market rate rental units	219 rental units located on floors 2 to 27 of the tower, in the following sizes: 123 one-bedrooms 96 two-bedrooms
Tower BMR units	105 affordable rental units located on floors 2 to 20 of the tower, including 21 units at 100% AMI, 22 units at 110% AMI, and 62 units at 120% AMI in the following sizes: 12 studios 47 one-bedrooms 34 two-bedrooms 12 three-bedrooms
Mid-Rise Affordable Units	201 affordable rental units and one unrestricted manager’s unit located on floors 2 to 16 of the mid-rise, with tiered AMIs at 40%, 45%, 50%, 60% 70%, 80%, 90%, and 100% in the following sizes: 20 studios 75 one-bedrooms 86 two-bedrooms 21 three bedrooms
Commercial space	8,389 square feet of commercial/retail space, 6,431 of which is restricted for community-serving uses
Resident amenity spaces	Tower 35 th floor amenity space, with programming to be determined, accessible to condominium unit residents only Tower 12 th floor amenity including solarium spaces and an outdoor terrace, accessible to residents throughout the Project Tower 2 nd floor amenity space including a fitness amenity, club room and adjacent terrace, cooking accessories and seating, accessible to residents throughout the Project

	Mid-Rise 2 nd floor community room with kitchen and resident lounge, accessible to residents of the Mid-Rise Affordable Project Mid-Rise 7 th and 12 th floor outdoor terraces, accessible to residents of the Mid-Rise Affordable Project and Tower Mixed-Income Rental Project (note: may be limited to Mid-Rise Affordable Project residents due to Low Income Housing Tax Credit regulations)
Open space	12,584 total square feet of open space, including a central raised courtyard providing approximately 8,330 square feet of ungated publicly accessible open space, (accessible via contiguous stairs from Howard Street and Tehama Street and elevators from inside of buildings) and terraced seating area with views to the future Transbay Park along Tehama Street
Streetscape improvements	Improvements include widened sidewalks and bulb-outs, street trees and other plantings, public seating, streetlights, and bicycle racks
Tehama Street	Construction of a new segment of Tehama Street between Beale and Main Streets for vehicular access, as designed by the Transbay Block 3 Park design team from the Department of Public Works. Ownership of the Tehama Parcel and Tehama Street improvements will be granted back to the City for acceptance after completion.
Parking	Parking for up to 275 vehicles in an underground garage parking facility with valet services; the garage includes 224 physical spaces with the use of stackers, including 2 car-share spaces, remaining capacity may be possible with enhanced valet operations
Bicycle parking	Class I secured spaces for 556 bicycles in two below-grade bike rooms

The approval of the Project itself will not be before the Planning Commission, as it is in Zone One of the Redevelopment Area under the jurisdiction of the Successor Agency Commission (commonly referred to as the Commission on Community Investment and Infrastructure or “CCII”).

Required Planning Commission Actions

The three actions before the Planning Commission that relate to the Project described above are as follows:

- 1. General Plan Amendments** -- Recommending to the Board of Supervisors approval of General Plan Amendments by amending Figure 1 of the TCDP by changing the height limit on Transbay Block 4 from 450 feet to 513 feet. Staff is also recommending two additional amendments to bring the TCDP into alignment with other previously implemented policy changes subsequent to adoption of that plan. These proposed amendments include: (1) amending Figure 1 by changing the allowed height on Transbay Block 1 from 50/85/300 feet to 400 feet¹; and (2) amending Policy 4.36 to reflect changes in bike routing on Fremont Street and Beale Street.

¹ In 2016, the Commission, CCII, and the Board of Supervisors took several actions to increase the height of Block 1 from 300 feet to 400 feet by amending the Redevelopment Plan and Map 5 of the Downtown Area Plan, but not Figure 1 of the TCDP. The Ordinance would correct that omission.

2. **Zoning Map Amendment** -- Recommending to the Board of Supervisors approval of Planning Code Map Amendments by amending Planning Code Height and Bulk Map No. HT-01 by changing the Height and Bulk Designation on Block 4 from 50/85/450-TB to 513-TB.
3. **Transbay Redevelopment Plan Amendment** -- Making General Plan Consistency findings that find the Redevelopment Plan Amendment to be consistent with the General Plan and Planning Code Section 101.1. The proposed Redevelopment Plan Amendment – like the amendments to Figure 1 and Planning Code Height Map No. HT-01 -- would change the height limit on Transbay Block 4 from 450 feet to 513 feet. In addition to the height increase, the Redevelopment Plan Amendment allows greater bulk by increasing the floor plate limits for the tower portion of the Project from 13,000 square feet to 15,200 square feet for the lower portion of the tower (between heights of 85 feet and 122 feet); and increases the floor plate limit for the mid-rise portion of the Project from 7,500 to 13,500 square feet for portions of the building(s) above 85 feet in height.

Required Actions by the CCII and Board of Supervisors

In addition to the actions required by the Planning Commission, the Project requires the following actions by the CCII and the Board of Supervisors. At their June 21, 2022 regular meeting, the CCII approved the Project as described below:

1. **CEQA Findings.** By Resolution 18-2022, CCII adopted findings that confirm the analysis and conclusion of Addendum No. 9 to the Transbay FEIR. These CEQA findings will be incorporated into all Board of Supervisors actions for the Project.
2. **Amendments to the Redevelopment Plan.** By Resolution 20-2022, CCII approved the Redevelopment Plan Amendment and referred it to both the Planning Commission and the Board of Supervisors for their action.
3. **Amendment to the Transbay Development Controls and Design Guidelines (“DCDG”).** By Resolution 21-2022, CCII approved an amendment to the DCDG. The DCDG provides most of the development controls for Transbay Zone One essentially acting as its Planning Code. Board of Supervisors action is not required for this.
4. **Disposition and Development Agreement (“DDA”).** By Resolution 22-2022, CCII approved the DDA, which establishes the rights and obligations of OCII and the Project Sponsor governing the sale of the subject site, and development and operation of the Project, including the affordable housing requirements and the requirement to set aside at least 6,431 square feet of the retail space for community use.
5. **Schematic Design.** By Resolution 23-2022, CCII conditionally approved the actual proposed schematic design for Block 4; the Block 4 schematic design set is provided in this packet for informational purposes. Board of Supervisors action is not required for this.

Background

Transbay Project Area

The Redevelopment Plan for the Transbay Project Area (“Project Area”) was first approved in 2005 and subsequently amended twice in 2015 and 2016. The Project Area is divided in two zones: Zone One falls under the jurisdiction of OCII with its development requirements controlled by the DCDG; Zone Two falls under the jurisdiction of the Planning Department with its development requirements controlled by the Planning Code. Zone One is largely comprised of parcels created by the demolition of the previous freeway ramps that had been owned by the State of California (“Zone One Parcels”). A major focus of the Redevelopment Plan is to redevelop the Zone One Parcels to generate funding for the Transbay Joint Point Powers Authority (“TJPA”) to construct the Transit Center program, which includes the Transbay (Salesforce) Transit Center, the Caltrain Downtown Extension (DTX), and related improvements. OCII is responsible for implementing the Redevelopment Plan; its duties include facilitating the sale and development of the Zone One Parcels to third parties, ensuring that at least 35% of all new residential units in the Project Area be affordable to low- and moderate-income households (required by California Resource Code Section 5027.1, also referred to as AB 812), and implementing other aspects of the Redevelopment Plan, including the overseeing the design and construction of new streetscape and open space improvements in the Project Area.

Block 4 Relationship to Parcel F

Parcel F (542-550 Howard Street) is another formerly State-owned parcel, located in Zone Two (under Planning Department jurisdiction). Unlike Zone One parcels, such as Block 4, that were and are under control of OCII for disposition and development, Parcel F was under the ownership of the TJPA. In early 2016 the TJPA entered into an agreement with the same Project Sponsor as Block 4 to purchase Parcel F, contingent on CCII approval of an Option Agreement for the Sponsor’s purchase of Block 4. On January 28, 2021, the Planning Commission took several actions approving a development on Parcel F, including approving a Development Agreement (Resolution No 20841), which among other things, enabled the Project Sponsor to satisfy its affordable housing requirement pursuant to Planning Code Section 415 by paying an in-lieu fee instead of providing below-market rate units on site as required by Planning Code Section 249.28 for development projects within Zone Two. The DA set the in-lieu fee at 150% of what would be otherwise be charged elsewhere in the City for a similar project under Planning Code Section 415.5. The DA stipulated that the fee would be administered by OCII to create affordable units within the Project Area, thereby helping to ensure that at least 35% of new units within the Project Area are affordable to low- and moderate-income households as required by the State law cited above. Planning Commission Resolution 20841 stipulates that the in-lieu fee revenue generated by Parcel F could be used to increase the number of affordable units created on Block 4.

Block 4 - Proposed Increase in Development Capacity

OCII staff negotiated with the Project Sponsor through an Option Agreement in the programming and design of Block 4. Objectives for the Block 4’s programming and design include maximizing the number of affordable units possible while assuring the Project is feasible and meets the design intent of the Redevelopment Plan, the Transbay Design for Development, and DCDG. In developing the program for Block 4, OCII staff has set a target of 45% affordable units across the Site in various unit types and affordability levels as described above. OCII staff

has stated that the proposed affordable units at Block 4 will contribute to meeting or exceeding the 35% affordability requirement for the Project Area. However, to achieve 45% affordability and ensure the Project is feasible, OCII staff determined that it is necessary to enable greater development capacity at the site than allowed by the adopted Redevelopment Plan and DCDG. To enable this greater development capacity, development controls provided in the Redevelopment Plan and the DCDG, and restated in the General Plan (TCDP Figure 1 – Proposed Height Limits) and Planning Code (Height and Bulk Map HT-01), would need to be amended to change the controls for (1) height, (2) bulk (floor plate square footage, plan dimension, and floor plate aspect ratio), (3) setbacks, (4) townhouse frontage location and modulation, and (5) location of open space, among other development controls.

OCII staff has indicated through an initial analysis that the proposed increase in development capacity would facilitate an additional 126 units overall on the site and bring the proposed heights and massing consistent with the adjacent high-rise buildings in TCDP and Rincon Hill neighborhoods

Issues and Other Considerations

- **Public Comment & Outreach.** On May 12, 2022, the Transbay Citizens Advisory Committee (“CAC”) voted unanimously to recommend that the OCII Commission approve (1) the amendment to the Redevelopment Plan, (2) the amendment to the DCDG, (3) the terms of the DDA, and (4) the Schematic Design for Block 4. According to OCII staff, CAC members were pleased to see the Project moving forward and were complimentary of the proposed design. In addition to the Transbay CAC and public hearings, the Project Sponsor presented the Project to the Bay Area Council on May 26, 2022, the San Francisco Housing Action Coalition on June 15, and has reached out to other organizations including the East Cut Community Benefit District to schedule presentations.
- **CCII Approval.** On June 21, 2022, CCII took several actions, described above, approving the Project.
- **Development Control Amendments.** Amendments to both the Redevelopment Plan and the DCDG included allowing a greater building envelope by increasing heights along all frontages of the site, allowing greater bulk at the lower portion of the tower and at the upper portions of the mid-rise affordable component, eliminating setbacks along Beale, Howard, and most of Main, allowing the publicly accessible open space be provided above grade, allowing parking operations at the ground level, reducing townhouse location requirements, among others.

Basis for Recommendation

- The proposed Project will add 681 of much needed residential dwelling units to San Francisco’s housing stock. Moreover, 45% will be affordable to households with incomes that range between 40% to 120% of AMI with a broad mix of unit types.
- Though the actions required by the Planning Commission, CCII, and the Board of Supervisors would increase the allowed building envelope in multiple ways, OCII staff has worked carefully with the Project Sponsor and Planning staff to assure these increases are well considered to still meet the general urban design principles of the Transbay Redevelopment Plan, Design for Development, and DCDG. The tower will still be shorter than towers immediately to the north, thereby working within the Downtown urban design

vision to create a Downtown “mound” at the Transit Center Tower (Salesforce Tower) location and tapering down toward Folsom Street and the waterfront, and other taller portions of the Project would be proportional to the tower portion. Additionally, the design of the ground plane and its interaction with the public realm are of high quality and will assure the Project fits in with its immediate context.

- The Project includes improvements to Beale, Howard and Main Streets, helping fulfill the public realm vision for Transbay. Beale and Main Streets are envisioned as pedestrian dominated “living streets”. The Project will also include constructing a new portion of Tehama Street on the south, which will be designed to feel like a linear plaza that provides a border between the Project and a new park to the south. The Project also includes a central publicly-accessible courtyard that will feature a grand stair from Tehama Street. The open space and public realm improvements will be well-integrated and enhance the public realm and open space network of Transbay and Downtown in general.
- The Project will not create significant shadow impacts as described in Addendum No. 9 and in the draft Planning Commission Motion regarding the Redevelopment Plan Amendment;
- The 681 units (of which 306 will be affordable) will be located in Downtown San Francisco, which has excellent access to transit and other non-vehicular modes of transportation. Transbay is also rich in other amenities, including multiple parks, that make this location particularly well suited for high density residential development.
- The subject Project, and associated required Commission actions, are, on balance, consistent with the General Plan and Planning Code Section 101.1; findings of consistency are described in the Draft Motion regarding the Redevelopment Plan amendments.

Environmental Review

On June 13, OCII and the Planning Department published Addendum No. 9 to the Final Environmental Impact Statement/Environmental Impact Report for the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project, which analyzed the Project and associated Board of Supervisors, CCII, and Planning Commission actions needed for the Project. On June 21, 2022, the CCII adopted Resolution No. 18-2022, which adopted CEQA findings associated with Addendum No. 9 confirming its adequacy under CEQA. Addendum No. 9, along with the original FEIR can be found at this link: [Transbay Environmental Documents](#).

Recommendation:	Find Redevelopment Plan Amendment in General Conformity with the General Plan and Planning Code Section 101.1; and Recommend Approval to the Board of Supervisors the Amendments to the General Plan and Planning Code Height and Bulk Map
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Attachments:

General Plan Amendments
Draft Resolution

Draft Ordinance

Zoning Map Amendments

Draft Resolution

Draft Ordinance

Redevelopment Plan Amendment

Draft Motion

Redline Version of Redevelopment Plan

Amended pages of DCDG (pp. 21-23) (for informational purposes) – full clean version of revised DCDG
can be found at this link: https://sfocii.org/sites/default/files/20180906_TB_DCDG_Revision.pdf

Transbay Block 4 Schematic Development Plans and Renderings

Addendum No. 9



California Health and Safety Code 33433 Report

Transbay Block 4 July 7, 2022

INTRODUCTION

The Board of Supervisors of the City and County of San Francisco ("Board of Supervisors") established the Transbay Redevelopment Project Area ("Project Area") and approved a Redevelopment Plan for the Project Area by Ordinance No. 124-05 (June 21, 2005) and by Ordinance No. 99-06 (May 9, 2006), as amended by Ordinance No. 84-15 (June 18, 2015) and Ordinance No. 62-16 (April 28, 2016) ("Redevelopment Plan"). In 2008, the former Redevelopment Agency of the City and County of San Francisco ("Former Agency"), the City and County of San Francisco ("City"), and the Transbay Joint Powers Authority ("TJPA") entered into an Option Agreement for the Purchase and Sale of Real Property within the Project Area in furtherance of the goals and objectives of the Redevelopment Plan ("2008 Option Agreement").

In January 2021, the Successor Agency to the Redevelopment Agency of the City and County of San Francisco¹ (commonly known as the Office of Community Investment and Infrastructure or "OCII") acquired certain lands under the 2008 Option Agreement to be conveyed to a private developer for future development purposes. Prior to any such conveyance, Redevelopment Plan Section 4.7.2 (incorporating the requirements of Section 33433 of the Community Redevelopment Law (California Health and Safety Code Section 33000 et seq.)) ("Section 33433"), requires OCII to obtain the approval of the Board of Supervisors. As part of any such approval, the Board of Supervisors must make findings, by resolution after a public hearing, that the consideration for such property constitutes fair market or fair reuse value in light of the covenants, conditions and development costs associated with the sale.

In accordance with these requirements, OCII submits this report ("Report") concerning the sale of Transbay Block 4 and conveyance of adjacent future Tehama Street right of way within Zone One of the Project Area, collectively an approximately 56,375 square-foot area generally located at 200 Main Street, bounded by Howard, Main and Beale Streets and extending approximately 205 feet southeast from Howard Street (Assessor's Block 3739 Lot 010 ("Block 4") and Lot 011 ("Tehama ROW", and collectively the "Site").

On June 21, 2022, the Successor Agency Commission ("Commission") approved certain entitlements including amendments to the Redevelopment Plan and the Development Controls and Design Guidelines for the Transbay Redevelopment Project and a Disposition and Development Agreement ("Block 4 DDA") with F4 Transbay Partners LLC, a Delaware limited

¹ As successor to the Former Agency under Cal. Health & Safety Code §§ 34170 et seq. ("Redevelopment Dissolution Law") and Ordinance No. 215-12 (Oct. 4, 2012) of the Board of Supervisors creating the Successor Agency Commission and delegating to it the authority to carry out activities consistent with the Redevelopment Dissolution Law.

liability company ("Developer") and Transbay Block 4 Housing Partnership, L.P., a California limited partnership ("Affordable Developer"), for the sale of the Site at a purchase price of Six Million Dollars (\$6,000,000) and development of the Site with approximately 681 residential units consisting of: (1) a 513-foot tower containing 479 residential units (composed of 155 for-sale residential condominium units, 219 market-rate rental residential units and no fewer than 105 affordable rental units); (2) an up to 165-foot mid-rise building containing 202 affordable rental units constructed within an air-space parcel owned by OCII and leased to the Affordable Developer; and (3) associated ground floor retail, open spaces, streetscape improvements and underground parking. Prior to the effectiveness of the Block 4 DDA, the Board of Supervisors must approve the amendment to the Redevelopment Plan and a resolution making findings consistent with Section 33433 and approving the fee title and air-space lease conveyances contemplated by the Block 4 DDA.

BACKGROUND

Redevelopment Plan and Transbay Affordable Housing Obligation

In 2003, the State adopted California Public Resources Code Section 5027.1, which requires that any redevelopment plan adopted to finance, in whole or in part, the demolition of the Transbay Terminal building and the construction of a new terminal, including its associated vehicle ramps, shall ensure that at least 25% of all dwelling units developed within the project area shall be available at affordable housing cost to, and occupied by, persons and families whose incomes do not exceed 60% of the area median income, and that at least an additional 10% of all dwelling units developed within the project area shall be available at affordable housing cost to, and occupied by, persons and families whose incomes do not exceed 120% of the area median income, for a total 35% affordable housing obligation ("Transbay Affordable Housing Obligation").

Also in 2003, the TJPA, the City, and the State, acting by and through its Department of Transportation, entered into a Cooperative Agreement ("Cooperative Agreement") establishing the process for transfer of parcels owned by the State within the future Project Area ("State-Owned Parcels") to the City and the TJPA. In 2005, together with the adoption of the Redevelopment Plan, the TJPA and the Former Agency entered into the Transbay Redevelopment Project Implementation Agreement ("Implementation Agreement") which requires the Former Agency to prepare and sell the formerly State-Owned Parcels (once transferred to the City or TJPA) and to implement the Redevelopment Plan, including, among other things, the construction and funding of new infrastructure improvements (such as parks and streetscapes) and compliance with the Transbay Affordable Housing Obligation. Application of the Transbay Affordable Housing Obligation may require that particular publicly owned parcels will have to be developed with a greater percentage of affordable housing units than 35%.

Per the Redevelopment Plan and the Transbay Redevelopment Project Tax Increment and Sales Proceeds Pledge Agreement ("Pledge Agreement") between the Former Agency, the TJPA and the City, land sale and net tax increment revenue generated by sale and development of the State-Owned Parcels has been pledged to the TJPA to help pay the cost of building the Transbay Transit Center. The State-Owned Parcels include the entirety of the Site.

On February 1, 2012, the Redevelopment Dissolution Law dissolved all redevelopment agencies including the Former Agency and required the transfer of certain of the Former Agency's assets and obligations to OCII. Redevelopment Dissolution Law authorizes successor agencies to enter

into new agreements if they are “in compliance with an enforceable obligation that existed prior to June 28, 2011.” Cal. Health & Safety Code § 34177.5(a). On April 15, 2013, the California Department of Finance (“DOF”) finally and conclusively determined, under Redevelopment Dissolution Law, that the Pledge Agreement, Implementation Agreement, and Transbay Affordable Housing Obligation are continuing enforceable obligations of OCII (the “Transbay Final and Conclusive Determination”). The Block 4 DDA provides for (1) the sale of certain OCII property to a third party for the development of market-rate and affordable housing and the payment of proceeds to the TJPA; (2) creation of an OCII-owned air-space parcel within Block 4 to be leased to the Affordable Developer for construction of the 100% affordable residential building under the Block 4 DDA, each as part of Successor Agency’s compliance with enforceable obligations under the Implementation Agreement and the Transbay Affordable Housing Obligation. DOF has confirmed that any sale, transfer, or conveyance of property related to the Transbay Final and Conclusive Determination is authorized. Therefore, OCII is authorized under Redevelopment Dissolution Law to convey the Site in accordance with the Block 4 DDA, subject to the requirements of Redevelopment Plan Section 4.7.2.

Block 4

The Site: The entirety of the Site was a State-Owned Parcel, first transferred by the State to TJPA and ultimately from TJPA to OCII for development in accordance with the Redevelopment Plan. It is located within Zone One of the Project Area, on the northern portion of the block that houses the former Transbay Temporary Terminal. While an address has not yet been established for the Site, it is generally located at 200 Main Street (Assessor’s Block 3739, Lots 010 (Block 4) and 011 (Tehama ROW)). Block 4 will be bounded by Howard Street to the north, Main Street to the east, Beale Street to the west, and the newly created portion of Tehama Street facing the future public park on Block 3 to the south.

The Block 4 Project: Per the Development Controls (as amended), Block 4 is planned for residential development in a tower with an attached wing of low-rise townhouses, along with a mid-rise building situated around shared open space atop a shared parking structure, and the Tehama ROW will be a publicly-owned right of way. The Block 4 development would include both market-rate and affordable units, the latter up to at least the amount needed to ensure that OCII meets the Transbay Affordable Housing Obligation.

Under the Block 4 DDA, Developer proposes a mixed-income rental and ownership development project on Block 4, including 681 residential units with 45% of the units affordable to households earning between 40% and 120% of Area Median Income (“AMI”). Specifically, the Block 4 DDA includes: (a) a residential tower 513 feet in height at the roof of the last occupiable floor plus a rooftop mechanical screening/parapet element of a maximum 39 feet in height, including an attached townhouse wing up to 71 feet in height, collectively containing 479 residential units, composed of 155 for-sale market-rate residential condominium units, 219 market-rate rental residential units and no fewer than 105 rental units affordable to households earning from 100% to 120% AMI, together with approximately 1,960 square feet of neighborhood retail uses, amenities spaces, approximately 2,200 square feet of open spaces and related uses; (b) an affordable residential building of varying heights between 68 feet and up to 163 feet at the roof of the last occupiable floor, and a rooftop mechanical screening/parapet element of a maximum 16 feet in height containing 201 rental units (and one managers unit) affordable to households earning from 40% to 100% AMI, together with approximately 6,400 square feet of neighborhood retail uses, residential amenities spaces, approximately 3,200 square feet of open spaces and

related uses, to be constructed within an air-space parcel ("Air Rights Parcel") created by Developer under the DDA and owned by OCII, leased to the Affordable Developer pursuant to an affordable housing air-space lease ("Air Rights Lease"), (c) an approximately 66,496 square foot underground shared parking garage accommodating up to 275 private vehicles valet-parked and/or parked via stackers, two car share spaces and parking for a minimum of 556 bicycles, with vehicle spaces assigned to the residents of the affordable residential building on a 1:4 space/unit ratio; (d) a minimum of 4,250 square feet of public open space and streetscape improvements within and surrounding the Site and including the extension and dedication to the City of Tehama Street on the Tehama ROW (collectively, the "Block 4 Project").

The Block 4 DDA provides that OCII will provide a low-interest (up to 3%) residual receipts loan of approximately \$46.7 million to subsidize the 100% affordable residential building. The Developer would be responsible for all further subsidy to construct at least 45% of the units as affordable units.

33433 REPORT COMPONENTS

The following sections present the information required to be provided to the Board of Supervisors under Redevelopment Plan Section 4.2.7 (incorporating the requirements of Health and Safety Code Section 33433). The bolded and italicized text is excerpted from Section 33433.

(a)(2)(A) A copy of the proposed sale or lease.

A copy of the Block 4 DDA, which includes the Air Rights Lease Attachment 12, is included with this Report as Exhibit A. Both the Block 4 DDA and the Report have been submitted to the Clerk of the Board of Supervisors and made available for public inspection on _____, 2022, in advance of _____, 2022, the date of the first publication of the notice for the Board of Supervisors public hearing (scheduled for _____, 2022) to consider approval of the Report.

(a)(2)(B)(i) The cost of the agreement to the agency, including land acquisition costs, clearance costs, relocation costs, the costs of any improvements to be provided by the agency, plus the expected interest on any loans or bonds to finance the agreements.

In January 2021, the TJPA transferred the Site to OCII at no cost pursuant to the 2008 Option Agreement. All Site clearance costs will be paid by the Developer. There are no relocation costs. The Agency will provide no improvements for the Block 4 Project. OCII will provide to the Affordable Developer an affordable housing loan of \$46,749,928.46 to partially finance the construction of the mid-rise 100% affordable rental building ("Successor Agency Loan"). These funds will be initially provided to OCII by an affiliate of the Developer pursuant to a separate agreement with the City for Developer's development of a separate residential project within Zone 2 of the Redevelopment Plan. Thus, the Successor Agency Loan is being provided at no cost to OCII.

The Successor Agency Loan will have a simple interest rate from zero to 3% (to be determined based on financial feasibility) for a 57-year term. Payments of principal and interest on the Successor Agency Loan will be payable by the mid-rise affordable project only to the extent that annual surplus cash from the mid-rise affordable project remains from collection of rent after payment of expenses, fees, permanent loan debt service, and replenishment of reserves, as needed. There are no mandatory or scheduled payments, except for repayment at maturity,

including any unpaid principal or accrued interest; provided however, that repayment does not necessarily occur at maturity since such loans may be restructured or forgiven by public funders (MOHCD/OCII) during the life of the project to ensure ongoing affordability and financial feasibility, typically concurrent with low-income housing tax credit syndication.

(a)(2)(B)(ii) The estimated value of the interest to be conveyed or leased, determined at the highest and best uses permitted under the plan.

Block 4 Parcel. The property interest to be conveyed under the DDA is fee simple title to the Site. The highest and best use of the Site under the Redevelopment Plan is residential use for Block 4 and public street right of way for the Tehama ROW. As determined by OCII's consulting real estate economist Keyser Marston Associates ("KMA"), the estimated highest and best use value of the Site is \$6,000,000. A memorandum summarizing the highest and best use value calculated by KMA is included with this Report as Exhibit B.

Air Rights Parcel. The property interest to be conveyed under the Air Rights Lease is a ground-leasehold interest in the Air Rights Parcel for the purposes of constructing a residential building, the highest and best use of the Air Rights Parcel under the Redevelopment Plan. As determined by KMA, the value of the Air-Rights Parcel is included in the \$6,000,000 valuation of Block 4, because the Developer is required under the DDA to complete the mid-rise affordable project together with the remainder of the Block 4 Project. Thus, the mid-rise affordable project does not contribute value and, in fact, requires the Developer to provide permanent gap funding of at least \$36.7 million. Based on this assessment, there is no additional value attributable to the Air Rights Parcel, and the nominal annual ground lease rent would be appropriate consideration.

(a)(2)(B)(iii) The estimated value of the interest to be conveyed or leased, determined at the use and with the conditions, covenants, and development costs required by the sale or lease. The purchase price or present value of the lease payments which the lessor will be required to make during the term of the lease. If the sale price or total rental amount is less than the fair market value of the interest to be conveyed or leased, determined at the highest and best use consistent with the redevelopment plan, then the agency shall provide as part of the summary an explanation of the reasons for the difference.

Block 4 Parcel. The fair reuse value for the Site is \$6,000,000 based on the conditions, covenants, and development costs required by the Transbay Affordable Housing Obligation, the Redevelopment Plan and the Block 4 DDA, as further detailed in the KMA memorandum.

Air Rights Parcel. As discussed above, the fair reuse value of the Air Rights Parcel is included in the \$6,000,000 valuation of Block 4, based on the conditions, covenants, and development costs required by the Transbay Affordable Housing Obligation, the Redevelopment Plan, Block 4 DDA and the Air Rights Lease.

(a)(2)(B)(iv) An explanation of why the sale or lease of the property will assist in the elimination of blight, with reference to all supporting facts and materials relied upon in making this explanation.

Block 4 was formerly occupied by a portion of the Embarcadero Freeway, which was demolished after the 1989 Loma Prieta Earthquake. After the freeway was demolished, Block 4 was a surface parking lot operated by the State of California until the Temporary Transbay Transit Terminal was

constructed to provide temporary bus terminal facilities during the construction of the Transbay Transit Center. Since the fall of 2021, the site has been temporarily activated with an array of neighborhood and community-serving uses. The activation will terminate prior to OCII's sale of the land on which the Block 4 Project is located. In 2005, the Former Agency prepared as part of the adoption materials for the Board of Supervisors the Report on the Redevelopment Plan for the Transbay Redevelopment Project ("Report on the Redevelopment Plan"). The section of the Report on the Redevelopment Plan titled "Underutilized Areas and Vacant Lots" on Page V-8 states, "Given the Project Area's density and location in the Financial District, surface parking lots do not maximize the economic and development potential of the lot or area." Block 4 is identified as an "Underutilized Area" on Figure V-3 in the Report on the Redevelopment Plan. As a defunct transit terminal, Block 4 remains an underutilized area. The development of Block 4 will assist in the elimination of blight by converting a large, underutilized site into a major mixed income residential development. Additionally, the development of Block 4 will assist in the elimination of blight by providing housing opportunities for low and moderate income households, a population whose housing needs are underserved.

Prepared by: Office of Community Investment and Infrastructure

Exhibit A: Block 4 DDA

Exhibit B: Keyser Marston Associates Inc. Memorandum, July 6, 2022

EXHIBIT A: BLOCK 4 DDA

**Free Recording Requested Pursuant to Government
Code Section 27383 and 27388.1 at the Request of the
Successor Agency to the Redevelopment Agency of the
City and County of San Francisco**

WHEN RECORDED, MAIL TO:

Successor Agency to the Redevelopment Agency of the
City and County of San Francisco
One South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103
Attention: Development Services Manager

Assessor's Block 3739, Lots 010 & 011

Space Above This Line Reserved for Recorder's Use

**DISPOSITION AND DEVELOPMENT AGREEMENT
(Transbay Block 4)**

by and between

THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, organized and existing under
the laws of the State of California

and

F4 TRANSBAY PARTNERS LLC, a Delaware limited liability company

and

TRANSBAY BLOCK 4 HOUSING PARTNERSHIP, L.P.,
a California limited partnership

FOR THE SALE AND DEVELOPMENT OF TRANSBAY BLOCK 4
(ASSESSOR'S BLOCK 3739, LOTS 010 AND 011)

Dated as of June __, 2022

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DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into as of October _____, 2022 and is effective as of the Effective Date (as defined below), by and between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body organized and existing under the laws of the State of California, commonly known as the Office of Community Investment and Infrastructure (“**Successor Agency**”), F4 TRANSBAY PARTNERS LLC, a Delaware limited liability company (“**Developer**”), and TRANSBAY BLOCK 4 HOUSING PARTNERSHIP, L.P., a California limited partnership (“**Affordable Developer**”) (collectively, the “**Parties**”). Developer and Affordable Developer are referred to from time to time herein as “**Developers**.” The Parties agree as follows:

RECITALS

A. In furtherance of the objectives of the Community Redevelopment Law of the State of California, the Redevelopment Agency of the City and County of San Francisco (the “**Former Agency**”) undertook a program to redevelop and revitalize blighted areas in San Francisco and in connection therewith adopted a redevelopment project area known as the Transbay Redevelopment Project Area (the “**Project Area**”).

B. The Board of Supervisors of the City and County of San Francisco (“**Board of Supervisors**”) approved a Redevelopment Plan for the Project Area by Ordinance No. 124-05, adopted on June 21, 2005, and by Ordinance No. 99-06, adopted on May 9, 2006, filed in the Office of the Recorder of the City and County of San Francisco (“**Official Records**”) as Document No. 2006-I224836, as amended by Ordinance No. 84-15 (June 18, 2015) as Document No. 2015-K135871, and as amended by Ordinance No. 62-16 (April 19, 2016), as Document No. 2016-K333253, and as it may be amended from time to time (the “**Redevelopment Plan**”).

C. The Redevelopment Plan establishes the land use controls that Successor Agency applies in the Project Area. The Redevelopment Plan divides the Project Area into two subareas: Zone One in which the Redevelopment Plan and the Development Controls and Design Guidelines for the Transbay Redevelopment Project (2005) (“**Development Controls**” or “**DCDG**”) define land uses, and Zone Two in which the San Francisco Planning Code applies. Successor Agency solely administers and enforces land use entitlements for property and projects in Zone One and has delegated its authority over projects that do not require Successor Agency action in Zone Two to the San Francisco Planning Department pursuant to that certain Delegation Agreement between the Former Agency and the Planning Department for the Transbay Redevelopment Project Area (May 3, 2005).

D. On August 4, 2006, and in furtherance of the Redevelopment Plan, the Former Agency caused a Declaration of Restrictions affecting all of the Project Area to be recorded in the Official Records, as Document No. 2006-I224839 (the “**Project Area Declaration of Restrictions**”).

E. Per the Redevelopment Plan and the Transbay Redevelopment Project Tax Increment and Sales Proceeds Pledge Agreement (“**Pledge Agreement**”) between the Former Agency, the Transbay Joint Powers Authority (“**TJPA**”), and the City and County of San Francisco (the “**City**”), land sale and net tax increment revenue generated by the parcels in the Project Area that are currently or formerly owned by the State of California (“**State**”) has been pledged to the TJPA to help pay the cost of building the Transbay Transit Center. The State-Owned Parcels (as defined in the Pledge Agreement) include portions or the entirety of the development sites on Blocks 2 through 9, 11, and 12, and Parcels F, M, and T.

F. California Public Resources Code Section 5027.1 requires that any redevelopment plan

adopted to finance, in whole or in part, the demolition of the Transbay Terminal building and the construction of a new terminal, including its associated vehicle ramps, shall ensure that at least 25% of all dwelling units developed within the project area shall be available at affordable housing cost to, and occupied by, persons and families whose incomes do not exceed 60% of the area median income, and that at least an additional 10% of all dwelling units developed within the project area shall be available at affordable housing cost to, and occupied by, persons and families whose incomes do not exceed 120% of the area median income. Application of this project area objective may require that particular publicly owned parcels will have to be developed with a greater percentage of affordable housing units than 35% (“**Transbay Affordable Housing Obligation**”).

G. In 2003, the TJPA, the City, and the State, acting by and through its Department of Transportation (“**Caltrans**”), entered into a Cooperative Agreement, which sets forth the process for the transfer of the State-Owned Parcels to the City and the TJPA (“**Cooperative Agreement**”). In 2005, the TJPA and the Former Agency entered into the Transbay Redevelopment Project Implementation Agreement (“**Implementation Agreement**”) which requires the Former Agency to prepare and sell the formerly State-Owned Parcels and to implement the Redevelopment Plan, including, among other things, the construction and funding of new infrastructure improvements (such as parks and streetscapes) and compliance with the Transbay Affordable Housing Obligation. Subsequently, in 2008, the TJPA, the City and the Former Agency entered into an Option Agreement for the Purchase and Sale of Real Property (“**2008 Option Agreement**”), which describes the process for the transfer of certain of these parcels to the Former Agency to facilitate the sale of the parcels and provide the TJPA with the Gross Sales Proceeds for funding of the Transbay Transit Center. The 2008 Option Agreement defines Gross Sales Proceeds as the final purchase price based on “consideration of Transbay Redevelopment Plan development restrictions, environmental contamination, legally required affordable housing, and other conditions which reasonably effect [sic] the fair market value.” 2008 Option Agreement, § 6.1 at page 7.

H. On February 1, 2012, the State of California dissolved all redevelopment agencies, including the Former Agency, by operation of law pursuant to California Health and Safety Code Sections 34170 et seq. (“**Redevelopment Dissolution Law**”). Under the authority of the Redevelopment Dissolution Law and under San Francisco Ordinance No. 215-12 (Oct. 4, 2012) (establishing the Successor Agency Commission (“**Commission**”) and delegating to it state authority under the Redevelopment Dissolution Law), the Successor Agency is administering the enforceable obligations of the Former Agency.

I. On April 15, 2013, the California Department of Finance (“**DOF**”) finally and conclusively determined, under Cal. Health & Safety Code § 34177.5 (i), that the Pledge Agreement, Implementation Agreement, and Transbay Affordable Housing Obligation are continuing enforceable obligations of the Successor Agency under the Redevelopment Dissolution Law. A copy of DOF’s Transbay Final and Conclusive Determination is attached as Attachment 1.

J. The Transportation Infrastructure Finance and Innovation Act (“**TIFIA**”) Loan Agreement between the TJPA, as borrower, and the United States Department of Transportation, as lender, dated January 1, 2010 (as amended, “**TIFIA Loan**”), and the TJPA’s subsequent tax allocation bond issuance to refinance the TIFIA Loan and finance costs associated with construction and design of the Transbay Program (collectively, the “**TJPA Bonds**”), pledge (or may in the future pledge) certain property tax increment revenue attributable to certain former state-owned parcels (“**Net Tax Increment**”), including Block 4 (as defined below), in the Redevelopment Plan as security for the payment of the TJPA Bonds.

K. Redevelopment Dissolution Law authorizes successor agencies to enter into new agreements if they are “in compliance with an enforceable obligation that existed prior to June 28, 2011.” Cal. Health & Safety Code § 34177.5(a). This Agreement, providing for the transfer of certain Successor

Agency property to a third party, the development of market-rate and affordable housing, and the payment of proceeds to the TJPA, is part of Successor Agency's compliance with the pre-existing enforceable obligations under the Implementation Agreement and the Transbay Affordable Housing Obligation. DOF has confirmed that "any sale, transfer, or conveyance of property related to [the Transbay Final and Conclusive Determination] is authorized." Email from Justyn Howard, Assistant Program Budget Manager, DOF, to Tiffany Bohee, Executive Director, Successor Agency (Sep. 10, 2013, 09:17 am), attached as Attachment 2.

L. The TJPA is responsible for implementing the Transbay Transit Center Program, which includes, among other things, (i) on the site of the former Transbay Terminal, the construction of a new Transit Center building ("**Transit Center**"), (ii) a rail tunnel and rail systems to extend Caltrain service from Fourth and King Streets to the Transit Center and to accommodate California High Speed Rail trains in the future, (iii) a new underground Fourth and Townsend Street Caltrain Station, (iv) modifications to the existing surface station at Fourth and King Streets, (v) a temporary bus terminal operated until the completion and occupancy of the Transit Center ("**Temporary Terminal**"), (vi) a bus ramp connecting the Bay Bridge to the Transit Center, and (vii) permanent bus storage facilities.

M. Under the Cooperative Agreement, the TJPA acquired State-Owned Parcels O, O', and O'' (collectively, former Lot 008 of Assessor's Block 3739) subject to a power of termination vested in Caltrans ("**Caltrans Power of Termination**"). These parcels comprise the majority of the city block bounded by Beale, Howard, Main, and Folsom Streets in San Francisco, California, which the TJPA used to operate the Temporary Terminal. The property described in Attachment 2 hereto, being approximately the northern third of the Temporary Terminal site, is identified as Block 4 under the Redevelopment Plan (and referred to herein as "**Block 4**" or the "**Site**"), which will be developed hereunder together with the future public right of way immediately adjacent to the south of the Site (the "**Tehama Parcel**", which is more particularly described in Attachment 3). In 2015, the TJPA secured a loan for Transit Center construction with a lien on Block 4 and other property. Subsequently, the loan was repaid and Caltrans relinquished the Caltrans Power of Termination as it encumbered Block 4, pursuant to that certain document recorded on January 22, 2015 in the Official Records as document no. 2015-K010430-00.

N. Under the 2008 Option Agreement, Successor Agency (as the successor to the Former Agency) has the exclusive and irrevocable option to acquire the entirety of Block 4 from the TJPA. Successor Agency has discretion, consistent with the terms of the 2008 Option Agreement, to approve a transfer of Block 4 to a developer. Development of Block 4 must comply with the Redevelopment Plan, the Development Controls, and the enforceable obligations covered by the Transbay Final and Conclusive Determination. The Redevelopment Plan and the Development Controls require residential development on Block 4 once it is no longer needed for the Temporary Terminal.

O. The Developer, F4 Transbay Partners, LLC, consists of Hines Urban F4, LLC, as managing member, and Broad Street Principal Investments, LLC and Affiliates, as member. Hines Urban F4, LLC, consists of Hines and Affiliates as managing member, and Urban Pacific Development, LLC, as member.

P. The Developer entered into an Agreement of Purchase and Sale for Real Estate dated March 3, 2016 with the TJPA ("**Parcel F PSA**") to acquire a formerly State-Owned Parcel in Zone Two of the Project Area (herein referred to as "**Parcel F**"). The Parcel F PSA was contingent on approval by the Commission and the Board of Supervisors of an option to purchase Block 4. Developer requested that the Successor Agency enter into a sole source option agreement for the purchase of Block 4 based, in part, in the Developer's qualifications and its proposal to develop Block 4 with a high amount of affordable housing that met or exceeded 45 percent of the total number of residential units on the site.

Q. Pursuant to 65864 *et seq.* of the California Government Code, Developer has entered into a development agreement with the City for the development of Parcel F with a 61-story mixed-use building consisting of, among other things, 165 owned dwelling units, 189 hotel rooms, and approximately 276,000 square feet of office use floor area. Under the that certain Development Agreement by and between the City and Parcel F Owner, LLC Relative to the Development Known as 542-550 Howard Street (Transbay Parcel F) Development Project, dated September 30, 2021 and adopted by the Planning Commission (Resolution No. 2084 dated January 28, 2021) and Board of Supervisors (Ordinance No. 42-21 dated March 23, 2021), the Developer is required, upon the satisfaction of certain conditions, to pay an Affordable Housing Fee (as that term is defined in the development agreement) to the Successor Agency to fund the Successor Agency's obligation to fulfill the Transbay Affordable Housing Obligation. The Parties intend that the Affordable Housing Fee be used to subsidize the construction of the Mid-Rise Affordable Project.

R. On June 22, 2016, Successor Agency, as optionor, and Developer, as optionee, entered into an Agreement for Option to Purchase Block 4 that was authorized by the Commission on April 19, 2016 (Commission Resolution No. 18-2016) and approved, under Section 33433 of the Health and Safety Code, by the Board of Supervisors on May 27, 2016 (Board Resolution No. 195-16), as evidenced by that certain Memorandum of Option Agreements recorded June 22, 2016 in the Official Records of the City as Document No. 2016-K277787-00, as amended by that First Amendment to Agreement for Option to Purchase Block 4, dated for reference purposes as of September 16, 2019, that was authorized by the Commission on September 18, 2018 (Resolution No. 38-2018) and approved by the TJPA Board on August 8, 2019 (Resolution No. 021-2019) and as further amended by that Second Amendment to Agreement for Option to Purchase Block 4, dated for reference purposes as of December 15, 2020, that was authorized by the Commission on the same date by Resolution No. 42-2020 and approved by the TJPA Board on January 14, 2021 by Resolution No. 004-2021, as further amended by that Third Amendment to Agreement for Option to Purchase Block 4, dated for reference purposes as of July 1, 2021, that was authorized by the Commission on June 15, 2021 by Resolution No. 23-2021 and approved by the TJPA Board on July 22, 2021 by Resolution No. 022-2021, and as further amended by that Fourth Amendment to Agreement for Option to Purchase Block 4, dated for reference purposes as of October 1, 2021, that was authorized by the Commission on September 21, 2021 by Resolution No. 31-2021 and approved by the TJPA Board on October 14, 2021 by Resolution No. 033-2021 (together as amended "**Block 4 Option Agreement**").

S. The Block 4 Option Agreement provides, among other things, that the Developer will "include, at no cost to OCII, the TJPA, or the City, at least forty five percent (45%) below-market-rate ("**BMR**") units on Block 4 plus . . . the transfer of affordable units required on Parcel F by the Redevelopment Plan and Planning Code in effect as of the date of this Agreement onto Block 4 ("**Buyer's Inclusionary Obligation**")." [Block 4 Option Agreement at p. 5]. It also provides that OCII will have sole and absolute discretion to determine the total number and type of affordable units to be constructed on Block 4, as well as all other terms in this Agreement, except for the Block 4 sales price, which is determined by the amount or methodology established in the Option Agreement. The Block 4 Option Agreement includes a term sheet providing base terms for negotiation of this Agreement. Under the 2008 Option Agreement and Pledge Agreement with the TJPA, the Successor Agency transmits any proceeds from the sale of Block 4 to the TJPA for the Transit Center construction.

T. The Developer requested an amendment to the Redevelopment Plan Exhibit 4: Zone One Plan Map, to increase the maximum overall height limit on Block 4 from 450 feet to 513 feet and to increase the maximum building floor plate sizes applicable to Block 4:(a) from 7,500 square feet to 13,500 square feet for buildings 85 feet to 250 feet in height, and (b) from 13,000 square feet to 15,200 square feet for buildings over 250 feet in height but limited to that portion of the building that is between 85 feet and 122 feet in height ("**Plan Amendment**"), together with an amendment to the Development Controls to, among other matters, reflect the Plan Amendment as well as to increase the maximum Townhouse, Podium 1 and Podium 2 height ranges on Block 4 from 50, 65 and 85 feet, respectively, to 71, 163 and 115 feet

(“**Development Controls Amendment**”). The Commission approved the Plan Amendment by Resolution No. X-2022 (_____, 2022), and the Development Controls Amendment by Resolution No. XX-2022 (_____, 2022). On _____, 2022, the City’s Planning Commission determined by Motion No. XXXXX that the Plan Amendment conforms to the San Francisco General Plan. On _____, 2022, the Board of Supervisors adopted Ordinance No. XXX-22 approving the Plan Amendment. The Plan Amendment and Development Controls Amendment become effective 90 days after enactment of the ordinance approving the Plan Amendment. Cal. Health & Safety Code § 33378(b)(2) and 33450. All references hereinafter to the Redevelopment Plan shall mean the Redevelopment Plan as amended by the Plan Amendment, and references to the Development Controls shall mean the Development Controls as amended by the Development Controls Amendment.

U. The scope of development for both the Site and the Tehama Parcel is fully described in Attachment 4 (“**Scope of Development**”). This generally includes the following improvements, each as more particularly described in the Scope of Development: (a) an approximately 155-unit market-rate residential condominium component consisting of approximately 135 for-sale residential condominium units and 20 adjacent condominium townhouses (the “**Tower Market-Rate Condominium Project**”) (together, the residential condominium units and the condominium townhouses in the Tower Market-Rate Condominium Project are referred to as the “**Residential Condominium Units**”); (b) a residential rental component consisting of approximately 219 market-rate rental residential units and no fewer than 105 rental units affordable to households earning from 100 to 120 percent of area median income, (the “**Tower Mixed-Income Rental Project**”, and together with the Tower Market-Rate Condominium Project, the “**Tower Project**”); (c) an affordable housing component consisting of no fewer than 202 rental units (including one manager’s unit and 201 rental Affordable Housing Units) within a mid-rise building adjacent to the tower, affordable to households earning from 40 to 100 percent of area median income (“**Mid-Rise Affordable Project**”) (together, the BMR units in the Tower Mixed-Income Rental Project and in the Mid-Rise Affordable Project are referred to as the “**Affordable Housing Units**”); (d) Streetscape Improvements surrounding the Site and including the extension of Tehama Street on the Tehama Parcel; (e) approximately 8,389 square feet of ground-floor retail space along Main, Howard, Tehama and Beale Streets (the “**Commercial Units**”), including approximately 6,431 square feet located on the ground floor of the Mid-Rise Affordable Project reserved for Community Commercial Space; (f) approximately 5,850 square feet of Public Open Space and 11,016 square feet of Project Open Space ; (g) an approximately 66,496 square foot underground “**Shared Parking Garage**” accommodating up to 275 private vehicles valet-parked and/or parked via stackers and a minimum of 556 secured bicycle parking spaces. Items (a) through (g), as further described in the Scope of Development, are collectively referred to as the “**Improvements.**”

V. Pursuant to that certain Transfer Map dated May 2021 and recorded July 1, 2021 in the Official Records of the City as Document No. 2021105647, Successor Agency has assembled the Site and the Tehama Parcel for conveyance.

W. On January 12, 2021, TJPA transferred that portion of the Temporary Terminal site constituting the Site and the Tehama Parcel to Successor Agency pursuant to the 2008 Option Agreement and the Agreement for Purchase and Sale between the TJPA and Successor Agency (August 18, 2020), and the Parties intend that the Site and the Tehama Parcel will be transferred from Successor Agency to Developer on or before the Outside Date for Close of Escrow in accordance with this Agreement. The Parties intend that the Developer will seek permanent subdivision of Block 4 and the Tehama Parcel generally as follows: (i) an airspace parcel for the Mid-Rise Affordable Project that may include the commercial space dedicated to Public Benefit and Community Serving Commercial uses (“**Affordable Air Rights Parcel**,” or if separated from the Affordable Air Rights Parcel pursuant to Section 9.09(b), the “Commercial Subdivision” as defined therein), (ii) the Tehama Parcel (which will be subject to an offer of dedication in fee together with the public improvements thereon to the City); and (iii) the remainder of the Site, which Developer intends to subdivide generally consistent with the Development Program depicted

in Attachment 5, “Development Program”. These foregoing subdivision actions are collectively defined as the “**Permanent Subdivision of the Site.**” Concurrent with recordation of the final subdivision map reflecting the Permanent Subdivision of the Site, the Parties intend that the Developer will convey the Affordable Air Rights Parcel back to the Successor Agency as described in Section 2.04(g) below.

X. In connection with the conveyance of the Affordable Air Rights Parcel to the Successor Agency as described above, the Successor Agency intends to enter into a lease of the Affordable Air Rights Parcel with the Affordable Developer (the “**Air Rights Lease**”). When construction of the Improvements located within the Affordable Air Rights Parcel is complete and the Successor Agency has issued a Certificate of Completion with respect to such Improvements, the Successor Agency will assign the title to the Affordable Air Rights Parcel and the lessor’s interest in the Air Rights Lease to the Mayor’s Office of Housing and Community Development (“**MOHCD**”), as the housing successor under Redevelopment Dissolution Law.

Y. In connection with the construction of the Tehama Parcel and as may be further made a condition of approval of the Permanent Subdivision of the Site, the Successor Agency intends that the Developer will enter into a public improvement agreement (“**PIA**”) with the City for the purpose of constructing the required infrastructure and conveying a public street that meets the City’s standard for acceptance.

Z. Together with its amendment to the Redevelopment Plan for the Project, the City’s Board of Supervisors adopted findings consistent with Health & Safety Code Section 33433 (as applicable under Section 4.7.2 of the Redevelopment Plan) that the Purchase Price established by this Agreement is not less than the “fair market value” or “fair reuse value” for Block 4, pursuant to Resolution No. [XX] enacted [____], 2022.

AA. This Agreement contemplates a sole source sale of the Site to Developer and the Successor Agency has complied with the procedural requirements for notice and public hearing required by Section 33431 of the Health and Safety Code;

BB. Furthermore, the proposed sale is consistent with the disposition plan for the Site that was included in Successor Agency’s Property Management Plan (“**PMP**”), which was prepared in accordance with the requirements of Redevelopment Dissolution Law. The PMP was approved by Oversight Board Resolution Nos. 12-2013 (adopted November 25, 2013) and 14-2015 (adopted November 23, 2015), and finally approved by DOF on December 7, 2015.

CC. The parties wish to enter into this Agreement to complete the sale of the Site and conveyance of the Tehama Parcel to Developer and authorize construction of the Improvements on the Site and Tehama Parcel.

ARTICLE 1 - CONTRACT TERMS

1.01 Purchase Price

(a) The purchase price for the Site shall be SIX MILLION AND 00/100 DOLLARS (\$6,000,000.00) (the “**Purchase Price**”).

(b) The Developer shall deposit the Purchase Price, in cash or immediately available funds, into Escrow on the date established by the Parties for the Close of Escrow in the escrow instructions delivered by the parties pursuant to Section 2.03, but in any event no later than the Outside Date for Close of Escrow. The Purchase Price shall be paid to an account designated by the TJPA in one lump sum

simultaneously with transfer of title to the entire Site and Tehama Parcel to Developer. If Developer is not able to pay the Purchase Price as required in this Section 1.01(b), an additional TWELVE THOUSAND AND 00/100 (\$12,000.00) shall be added to the Purchase Price for each calendar day of delay until the Close of Escrow (the “**Additional Purchase Payment**”).

1.02 Good Faith Deposit

Within ten (10) days after the Effective Date of this Agreement, Developer shall deposit into Escrow a good faith deposit in the amount of TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00) (the “**Good Faith Deposit**”) in cash or immediately available funds. The Good Faith Deposit shall be in addition to, and not be credited toward, the Purchase Price. If the Parties close on the purchase-sale of the Site and conveyance of the Tehama Parcel and Developer achieves Commencement of Substantial Construction, as defined in Section 4.08(b), Successor Agency shall refund the Good Faith Deposit to Developer, less any amounts due under Section 12.01 for then past-due and unpaid Successor Agency Costs. None of the \$600,000.00 deposit paid under the Block 4 Option Agreement or any other amounts paid by Developer during the term of the Block 4 Option Agreement for the costs of Successor Agency shall be credited against the Good Faith Deposit or otherwise refunded.

1.03 Redevelopment Plan and Project Area Declaration of Restrictions

Development on the Site and Tehama Parcel is subject to all the terms and conditions of the Redevelopment Plan and the Project Area Declaration of Restrictions. The Site and Tehama Parcel are located within Zone One as described in the Redevelopment Plan and the Development Controls, both of which determine the land use designation and controls for the Site and Tehama Parcel.

1.04 Term of this Agreement

The term of this Agreement will begin on the Effective Date and continue until the earlier of termination in accordance with its terms or Successor Agency’s issuance and recordation of a Certificate of Completion as provided in Section 4.13 (the “**Term**”), subject to the surviving provisions set forth in Section 5.12.

1.05 Affordable Developer

The Affordable Developer is Transbay Block 4 Housing Partnership, L.P, a limited partnership made up of Mercy Housing California, a California nonprofit (as managing general partner), F4 Transbay Partners LLC, a Delaware limited liability company (as administrative general partner), and a Low-Income Housing Tax Credit investor limited partner.

ARTICLE 2 - CONVEYANCE TERMS

2.01 Purchase and Development

Subject to all of the terms, covenants and conditions of this Agreement, and Community Redevelopment Law as amended by Redevelopment Dissolution Law, Successor Agency agrees to sell and convey the Site to Developer for the Purchase Price and convey the Tehama Parcel in accordance with this Agreement, and Developer agrees to purchase the Site from Successor Agency and pay the Purchase Price to Successor Agency in accordance with the provisions of Section 1.01(a) above and accept the Tehama Parcel and perform all applicable obligations thereto in accordance with this Agreement. In accordance with this Agreement, from and after the Close of Escrow, Developer shall diligently pursue and prosecute

the development, construction, maintenance and operation of the Improvements on the Site and the Tehama Parcel, subject to applicable laws.

2.02 Tehama Parcel

Developer acknowledges and covenants that the Tehama Parcel is being conveyed to Developer solely for the purposes of enabling Developer to complete its obligations to construct all Improvements specified for the Tehama Parcel in the Scope of Development, and that fee title to the Tehama Parcel, including all Improvements constructed thereon in accordance with this Agreement, shall be offered to the City via the Permanent Subdivision of the Site in accordance with all applicable provisions of the City's Subdivision Code and Subdivision Regulations. Except as consistent with this Section 2.02 and Section 5.06, Developer may not convey, in whole or in part, the Tehama Parcel and may not subject the Tehama Parcel to any lien or encumbrance except those approved in advance by the Successor Agency in its sole discretion.

2.03 Escrow

(a) Open, Close of Escrow. Developer shall establish an escrow with Chicago Title Company or such other reputable title company doing business in the City and County of San Francisco as may be selected by Developer and approved by Successor Agency ("**Title Company**") and shall notify Successor Agency in writing upon establishing such escrow ("**Escrow**"). At least fifteen (15) business days prior to the date the Parties' intend for Close of Escrow, but in any event no later than 15 business days prior to the Outside Date for Close of Escrow, Successor Agency and Developer each shall provide escrow instructions to the Title Company as shall be necessary and consistent with this Agreement governing Close of Escrow; at the same time, providing copies to each other. The "**Close of Escrow**" is defined as the consummation of the sale completed herein in accordance with the escrow instructions provided by Developer and Successor Agency. Except to the extent this Agreement provides otherwise, at least one (1) business day prior to the date the Parties intend for Close of Escrow, but in any event no later than one (1) business day prior to the Outside Date for Close of Escrow, the Parties shall each deposit into Escrow all documents and instruments that such party is obligated to deposit into Escrow in accordance with this Agreement.

(b) Outside Date for Close of Escrow. Close of Escrow (including all transactions contemplated therein) shall be completed no later than the "**Outside Date for Close of Escrow**" specified in the Schedule of Performance. The Outside Date for Close of Escrow shall not be extended except (i) for the failure to fulfill one or more of the conditions precedent in Section 2.07 (except failure to fulfill Section 2.07(b)(iv), which is subject to Section 8.08(b)) on or prior to the Outside Date for Close of Escrow where such failure is beyond the control of the Party responsible for the satisfaction of such condition; or (ii) as otherwise provided in this Agreement. In the event the Outside Date for Close of Escrow is extended as provided in this subsection 2.03(b)(i), Developer may request that Successor Agency approve, subject to its reasonable discretion, an extension of any remaining applicable dates set forth in the Schedule of Performance (and, if applicable, Schedule of Important Project Dates) that are not calculated or measured from the Close of Escrow or Outside Date for Close of Escrow.

(c) Title, Escrow and Closing Costs. Developer shall pay to the Title Company or the appropriate payee thereof all title report costs; title insurance premiums and endorsement charges as requested by Developer; recording fees; and any escrow fees in connection with the conveyances contemplated under this Agreement.

2.04 Title

(a) The escrow instructions shall provide that upon the Close of Escrow the Title Company shall provide and deliver to Developer an owner's title insurance policy ("**Title Policy**") (which at Developer's option may be an ALTA owner's policy) issued by the Title Company in an amount reasonably designated by Developer, at the sole cost and expense of Developer, insuring that fee simple title to the Site and the Tehama Parcel is vested in Developer, without any liens, encumbrances, or other matters affecting title except for the title conditions set forth in Attachment 8 ("**Approved Title Conditions**").

(b) Developer shall be entitled to request that the Title Company provide such endorsements (or amendments) to the Title Policy as Developer may reasonably require, provided that the same shall (a) be at no cost to Successor Agency, (b) impose no material or non-customary additional liability on Successor Agency, and (c) not cause a delay in the Close of Escrow.

(c) Developer shall bear all cost and responsibility for any required compliance with applicable laws related to the acquisition of the Site and Tehama Parcel, including, but not limited to, the Subdivision Map Act, the Destroyed Land Records Relief Act, and all other federal, state, and local laws applicable to the development of the Site and Tehama Parcel.

(d) If Developer elects to secure an ALTA owner's policy, Successor Agency shall cooperate with Developer to secure such policy by providing surveys and engineering studies in its possession or control, if any, at no cost to Successor Agency and without warranty of any kind, which relate to or affect the condition of title. The responsibility of Successor Agency assumed by this paragraph is limited to providing such surveys and engineering studies, if any. Developer shall be responsible for securing any other surveys and engineering studies at its sole cost and expense. Successor Agency shall also execute an Owner's Affidavit in the form set forth on Attachment 9, or in such commercially reasonable form required by the Title Company.

(e) Upon satisfaction of all conditions precedent established by this Agreement and the parties' escrow instructions, Successor Agency shall convey to Developer fee simple title to the Site and Tehama Parcel by Grant Deed, in substantially the form attached hereto as Attachment 10 ("**Grant Deed**"), free and clear of any liens, encumbrances and other matters affecting title except for the Approved Title Conditions. Developer shall provide Successor Agency with an executed and acknowledged Developer's Quitclaim Deed. Successor Agency and Developer shall work in good faith to obtain whatever additional assurances are necessary from any City department or agency, including the Department of Public Works and the City Surveyor, to enable Successor Agency to convey marketable and insurable title to the Site and Tehama Parcel.

(f) Concurrently with the recordation of the Grant Deed, the parties shall cause the recordation of a declaration of site restrictions in substantially the form of Attachment 11 (the "**Declaration of Site Restrictions**"), which shall include, among other things, the affordability and eligibility restrictions described in Section 5.05 below and such Declaration of Site Restrictions shall unless otherwise permitted by OCII (1) be in a first lien position and (2) not be subordinated to any lien or other encumbrance during the term of such restrictions.

(g) Following the Close of Escrow, Developer shall control and pursue the Permanent Subdivision of the Site in accordance with the requirements of this Agreement. Concurrently with recordation of a final subdivision map reflecting the Permanent Subdivision of the Site, Developer shall convey the Affordable Air Rights Parcel to Successor Agency free of encumbrances except those encumbrances required for the construction of the Improvements and those encumbrances previously

approved in writing by the Successor Agency. Prior to or after the conveyance of the Affordable Air Rights Parcel, as determined by the Successor Agency: (i) Successor Agency and Affordable Developer shall execute the Air Rights Lease, substantially in the form attached hereto as Attachment 12, and (ii) pursuant to Section 9.11 of this Agreement, the Parties shall cause to be executed and recorded covenants, conditions and restrictions and the REA (as defined in Section 9.11 below); provided, however, that Permanent Subdivision of the Site, the conveyance of the Affordable Air Rights Parcel and the execution of the Air Rights Lease, and the execution and recordation of the REA shall occur prior to or on the date of the closing of Developer's construction financing for the Improvements.

2.05 Taxes and Assessments

Ad valorem taxes and assessments levied, assessed or imposed from and after Close of Escrow shall be the responsibility of Developer.

2.06 Access and Entry by Developers to the Site and Tehama Parcel/Permit to Enter

(a) The Successor Agency represents and warrants to Developer that it has furnished to Developer copies of all existing surveys, environmental reports, inspection reports, and any other writings or data pertaining to the physical condition of the Site which are in the Successor Agency's possession or control. The Successor Agency shall assist Developer in obtaining any such reports or data in the possession and control of the TIPA.

(b) Prior to obtaining the fee title interest in the Site at Close of Escrow, Developers and their representatives shall, subject to the terms of the "**Permit to Enter**" attached to this Agreement as Attachment 13 have the right of access to and entry upon the Site, from time to time and at all reasonable times, for the purpose of obtaining data and making surveys and tests, including site tests and soil borings, necessary to carry out the purposes of this Agreement.

2.07 Conditions Precedent to Close of Escrow

(a) Conditions to Developer's Obligation to Close. The following are conditions to Developer's obligations to close Escrow (the "**Developer Conditions**"), to the extent not expressly waived by Developer:

(i) There shall not be an uncured Event of Default (as defined in Sections 8.01 and 8.02 as applicable) by Successor Agency;

(ii) Successor Agency shall have timely performed all obligations set forth in the Schedule of Performance that are required to be performed by Successor Agency prior to the Close of Escrow;

(iii) The Title Company shall be irrevocably committed to issuing the Title Policy to Developer, subject only to the Approved Title Conditions and in a form reasonably acceptable to Developer in accordance with Section 2.04;

(iv) Successor Agency shall have delivered, or caused to be delivered, to Developer and the Title Company all instructions and documents to be delivered by Successor Agency at Close of Escrow pursuant to the terms and provisions hereof;

(v) Successor Agency shall have executed, acknowledged and deposited with the Title Company the Grant Deed in substantially the form of Attachment 10;

(vi) The Commission shall have approved the Plan Amendment, Development Controls Amendment, this Agreement and “**Schematic Design Documents**” (as those documents are defined in the DRDAP);

(vii) The Board of Supervisors shall have held the public hearing and approved the Plan Amendment and the sale of the Site under California Health & Safety Code Section 33433; and

(viii) There shall be no litigation filed or threatened (excluding any litigation initiated by Developers or by an entity under Developers’ control, and excluding litigation that challenges the validity or enforcement of Transbay Transit Center Community Facilities District 2014-1) that affects title to the Site, arises out of or relates to the physical condition of the Site, affects or may affect Developer’s ability to finance the purchase of the Site, affects or may affect the ability to finance, build or market the Improvements, challenges the actions of Successor Agency or TJPA relating to the Site or this Agreement, or challenges or otherwise relates to the Developers’ right to occupy the Site.

(b) Conditions to Successor Agency’s Obligation to Close Escrow. The following are conditions to Successor Agency’s obligation to close Escrow (“**Successor Agency Conditions**”) to the extent not expressly waived by Successor Agency:

(i) Developer shall have deposited the Purchase Price in Escrow pursuant to Section 1.01 and instructed the Title Company to consummate the Escrow;

(ii) If an Event of Default by Affordable Developer then exists, and if Successor Agency has elected to cause a substitute to replace the Affordable Developer, then such replacement process must be in process and proceeding in accordance with Section 8.04;

(iii) Subject to the provisions of this Agreement, Developer shall have fully performed all obligations set forth in the Schedule of Performance that are required to be performed prior to the Outside Date for Close of Escrow;

(iv) Successor Agency shall have received and approved all items referred to in Section 2.08, and financing for the Improvements in the form and amount approved by Successor Agency under Section 2.08 shall close prior to or concurrently with the Close of Escrow;

(v) Developer shall have furnished certificates of insurance or duplicate originals of insurance policies as required by this Agreement;

(vi) There shall not be an Event of Default by Developer;

(vii) Developer shall have delivered to Successor Agency and the Title Company all instructions and documents to be delivered at Close of Escrow pursuant to the terms and provisions hereof;

(viii) Developer shall have deposited with the Title Company (i) a duly executed and acknowledged Declaration of Site Restrictions, substantially in the form of Attachment 11; (ii) Developer’s Quitclaim Deed, substantially in the form of Attachment 14; and (iii) the PIA, duly executed by Developer, in a form to be mutually agreed upon by Developer and City;

(ix) Developer shall have deposited with the Title Company a duly executed and acknowledged “Unanimous Approval of Annexation to a Community Facilities District and Related

Matters” form in favor of annexing the Site into the CFD to be dated by the Title Company following recordation of the Grant Deed; and

(x) Developers shall have provided Successor Agency with a final development budget, table of sources and uses, and a 20-year operating budget for the Mid-Rise Affordable Project in accordance with Section 9.05(a).

(c) Conditions Precedent to Lease of Affordable Air Rights Parcel to Affordable Developer. The conditions precedent to Successor Agency’s and Affordable Developer’s obligation to enter into a lease of the Affordable Air Rights Parcel are as set forth here and in the Air Rights Lease;

(i) The Board of Supervisors shall have held the public hearing and approved the lease of the Affordable Air Rights Parcel under California Health & Safety Code Section 33433.

(d) Notwithstanding anything in this Agreement to the contrary, if the Outside Date for Close of Escrow is extended pursuant to Section 2.03(b)(i) for more than twelve (12) consecutive months, then either Successor Agency or Developer, by written notice to the other, may terminate this Agreement, whereupon the Good Faith Deposit (less those amounts to be withheld as provided in Section 1.02) shall promptly be returned to Developer and the Parties shall have no further liabilities or obligations under this Agreement arising or accruing following such termination.

2.08 Submission of Evidence of Financing and Project Commitments

No later than the dates specified in the Schedule of Performance for submission of the Evidence of Financing and Project Commitments, Developer shall submit to Successor Agency for review and approval (collectively, the “**Evidence of Financing and Project Commitments**”):

(a) A statement setting forth a budget for the total estimated construction cost of the Improvements, allocated between the Tower Market-Rate Condominium Project, the Tower Mixed-Income Rental Project, and the Mid-Rise Affordable Project, with the construction hard costs prepared by, or with the assistance of, a licensed, bondable general contractor (the “**Budget**”);

(b) A financing plan listing all sources and uses of funds set forth in the Budget, in a form satisfactory to Successor Agency (the “**Financing Plan**”);

(c) An operating budget for the Mid-Rise Affordable Project prepared by the Affordable Developer and agreed to by the Developer, detailing anticipated rent and other project income, and operating expenses including funds for resident services staffing and deposits to reserve accounts, for year one of the Mid-Rise Affordable Project and projected annually for the first twenty years of operation;

(d) A letter from a Bona Fide Institutional Lender, as defined in Article 13, describing a bona fide commitment or commitments for financing the construction costs of the Improvements, including verification of Developer’s construction completion guaranty (the “**Financing Commitment**”). The Financing Commitment shall be certified by Developer to be a true and correct copy or copies thereof; additional commitments of funding to cover the difference between the mortgage amount and the Budget, in the form of evidence of funds dedicated to the Developer’s compliance with the obligations under this Agreement from the holder of such funds, or in another form reasonably satisfactory to Successor Agency; and, if required by the interim construction financing, commitments for permanent financing shall be provided, also certified by Developer to be true and correct copies thereof. Developer covenants to use diligent, good faith efforts to perform any and all conditions to funding thereof;

(e) Final authorization of funding from all governmental agencies providing financing for the construction of the Improvements, including, allocation letters from the California Tax Credit Allocation Committee and California Debt Limit Allocation Committee, and if applicable, a fully executed loan agreement with Successor Agency governing the Successor Agency Loan and/or an award letter from the California Department of Housing and Community Development;

(f) A construction contract, with a bondable general contractor reasonably satisfactory to Successor Agency, for the construction of the Improvements in accordance with the estimated costs set forth in the Budget (the “**Construction Contract**”). Developer will provide a Construction Contract for Successor Agency’s review that may redact confidential, proprietary and trade secret information.

(g) Developer shall submit to the Successor Agency for review and approval by the TJPA a certificate from Developer certifying that funds are or are anticipated to be available to be drawn by Developer and that such funds are or are anticipated to be adequate to pay the costs of planning, design, engineering, procurement, permitting, construction, installation and equipping of the development of Improvements for the intended uses and purposes under this Agreement.

(h) Successor Agency will notify Developer in writing of its approval or disapproval of any of the foregoing documents within twenty-one (21) business days after submission of such documents to Successor Agency, including written reasons for disapproval. Successor Agency shall not unreasonably withhold such approval. Failure of Successor Agency to notify Developer of its approval or disapproval of a document or submission within said periods of time shall entitle Developer to a time extension for the approval of such document or submission until the later of (i) the date of approval by Successor Agency, or (ii) fifteen (15) days after Successor Agency provides written reasons for a disapproval. In no event will Successor Agency’s failure to respond be deemed to be an approval.

(i) In the event Successor Agency disapproves of a document or submission required in this Section 2.08, Developer and Successor Agency shall cooperate to review such document or submission. Developer shall be entitled to a reasonable number of re-submissions of such document or submission for approval, to be resubmitted within fifteen (15) days after Successor Agency provides written reasons for a disapproval. If Developer is diligently pursuing the correction or resolution of a deficiency in such document or submission, Developer shall be entitled to a reasonable time extension of such 15-day period, which, collectively shall be no longer than 180 days. All applicable dates set forth in the Schedule of Performance (and, if applicable, the Schedule of Important Project Dates) shall automatically be extended by the same number of days incurred in undertaking such review.

2.09 Conveyance of Title to the Site and Tehama Parcel and Delivery of Possession

Subject to the provisions of Section 2.08, and provided that (i) Developer is not then in default under the terms of this Agreement, (ii) Successor Agency Conditions and the Developer Conditions have been satisfied or expressly waived by the Close of Escrow, and (iii) Developer has paid all sums then due hereunder, then Successor Agency shall convey to Developer, and Developer shall accept the conveyance of, the fee simple interest in the Site and Tehama Parcel, subject to the Approved Title Conditions and the reconveyance to the Successor Agency of the Affordable Air Rights Parcel under Section 2.04(g) and the obligation to construct on the Tehama Parcel the public improvements and offer same for acceptance by City under Section 9.05.

ARTICLE 3 - SITE CONDITION; HAZARDOUS MATERIALS INDEMNIFICATION;
“AS IS” PURCHASE

3.01 Prior to Conveyance/Site and Tehama Parcel “As Is”

(a) Successor Agency shall convey the Site and Tehama Parcel in their present, “AS IS” condition, free of any liens, leases, encumbrances, or other matters affecting title except for the Approved Title Conditions, and shall not prepare the Site or Tehama Parcel for any purpose whatsoever prior to conveyance to Developer. So long as there is no material adverse change in the condition of the Site or Tehama Parcel after the Effective Date, Developer agrees to accept the Site and Tehama Parcel in “AS IS” condition at the Close of Escrow in the Approved Title Condition.

(b) Developer acknowledges that neither Successor Agency nor the TJPA has made any representation or warranty, express or implied, with respect to the Site or Tehama Parcel, and it is agreed that Successor Agency and the TJPA make no representations, warranties or covenants, express or implied, as to its physical condition; as to the condition of any improvements; as to the suitability or fitness of the land; as to any Environmental Law, or otherwise affecting the use, value, occupancy or enjoyment of the Site or the Tehama Parcel; or as to any other matter whatsoever; it being expressly understood that the Site and Tehama Parcel are being conveyed in an “AS IS” condition. The provisions of this Section 3.01, as with the other provisions of this Agreement, shall survive the Close of Escrow and shall not merge into the Grant Deed delivered to Developer at Close of Escrow.

(c) Developer has been given the opportunity to investigate the Site and Tehama Parcel fully, using experts of its own choosing, as described in Section 2.06.

(d) After Close of Escrow, Developer, at its sole cost and expense, shall comply with all provisions of Environmental Law applicable to the Site and Tehama Parcel, and Successor Agency, the TJPA, and their respective members, officers, agents and employees shall have no responsibility or liability with respect thereto.

(e) Any costs associated with the security, maintenance/repair, and demolition of any existing structures or other improvements on the Site or Tehama Parcel are the sole and absolute responsibility of Developer.

(f) DEVELOPER ACKNOWLEDGES AND AGREES THAT, EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED HEREIN, SUCCESSOR AGENCY IS CONVEYING AND DEVELOPER IS ACCEPTING THE SITE AND TEHAMA PARCEL ON AN “AS IS WITH ALL FAULTS” BASIS SUBJECT TO ALL APPLICABLE LAWS, RULES AND ORDINANCES, INCLUDING WITHOUT LIMITATION, ANY ZONING ORDINANCES, OR OTHER REGULATIONS GOVERNING THE USE, OCCUPANCY OR POSSESSION OF THE SITE AND TEHAMA PARCEL. DEVELOPER REPRESENTS AND WARRANTS THAT DEVELOPER IS RELYING SOLELY ON ITS INDEPENDENT INVESTIGATION AND NOT ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SUCCESSOR AGENCY, THE TJPA, OR THEIR AGENTS AS TO ANY MATTERS CONCERNING THE SITE OR TEHAMA PARCEL, ITS SUITABILITY FOR DEVELOPER’S INTENDED USES OR ANY OF THE SITE CONDITIONS. SUCCESSOR AGENCY DOES NOT GUARANTEE THE LEGAL, PHYSICAL, GEOLOGICAL, ENVIRONMENTAL OR OTHER CONDITIONS OF THE SITE OR TEHAMA PARCEL, NOR DOES IT ASSUME ANY RESPONSIBILITY FOR THE COMPLIANCE OF THE SITE OR TEHAMA PARCEL OR THEIR USE WITH ANY STATUTE, RESOLUTION OR REGULATION. DEVELOPER AGREES THAT NEITHER SUCCESSOR AGENCY, THE TJPA NOR ANY OF SUCCESSOR AGENCY’S OR TJPA’S AGENTS HAVE MADE, AND SUCCESSOR AGENCY

DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITIONS OF THE SITE OR THE TEHAMA PARCEL.

SUCCESSOR AGENCY: _____ DEVELOPER: _____

3.02 Hazardous Materials Indemnification

(a) Developer shall indemnify, defend and hold Successor Agency, the TJPA and their respective members, officers, agents and employees (individually, “**Hazardous Materials Indemnified Party**” and collectively, “**Hazardous Materials Indemnified Parties**”) harmless from and against any losses, costs, claims, damages, liabilities, and causes of action of any nature whatsoever (including, without limitation, the reasonable fees and disbursements of counsel and engineering consultants) incurred by or asserted against any Hazardous Materials Indemnified Party in connection with, arising out of, in response to, or in any manner relating to (A) Developer’s or Affordable Developer’s (as applicable) violation of any Environmental Law, or (B) any Release or threatened Release of a Hazardous Substance, or any condition of pollution, contamination or Hazardous Substance-related nuisance on, under or from the Site or Tehama Parcel, occurring after the Close of Escrow, except where such violation, Release or threatened Release, or condition was at any time caused by the gross negligence or intentional misconduct of the Hazardous Materials Indemnified Party seeking indemnification.

(b) The indemnification obligations by Developer with respect to violations of Environmental Law pursuant to clause (A) above shall, for each Developer, only apply to its own violation of Environmental Law, and the obligations with respect to Release or threatened Release of Hazardous Substances pursuant to clause (B) above shall be joint and several prior to Permanent Subdivision of the Site and, thereafter, shall apply with respect to each Developer (and/or its successor after a Transfer of one or more Portion(s)) only as to its ownership parcel(s).

(c) For purposes of this Section 3.02, the term “**Hazardous Substance**” shall have the meaning set forth in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended as of the date of this Agreement, 42 U.S.C. §9601(14), and in addition shall include, without limitation, petroleum (including crude oil or any fraction thereof) and petroleum products, asbestos, asbestos-containing materials, polychlorinated biphenyls (“**PCBs**”), PCB-containing materials, all hazardous substances identified in the California Health & Safety Code §§25316 and 25281(d), all chemicals listed pursuant to the California Health & Safety Code §25249.8, and any substance deemed a hazardous substance, hazardous material, hazardous waste, or contaminant under Environmental Law. The foregoing definition shall not include substances that occur naturally on the Sited. The term “**Environmental Law**” shall include all federal, state and local laws, regulations and ordinances governing hazardous waste, wastewater discharges, drinking water, air emissions, Hazardous Substance releases or reporting requirements, Hazardous Substance use or storage, and employee or community right-to-know requirements related to the work being performed under this Agreement.

(d) For purposes of this Section 3.02, the term “**Release**” shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discharging of barrels, containers, and other closed receptacles containing any Hazardous Substance).

3.03 Risk of Loss

After Close of Escrow, all risk of loss with respect to any improvements on the Site or the Tehama Parcel shall be borne by Developer; provided that Successor Agency shall assign to Developer at

Close of Escrow any unexpended insurance proceeds and any uncollected claims and rights under insurance policies covering such loss, if any.

3.04 Release

Effective from and after the Close of Escrow, Developer and Affordable Developer hereby waives, releases, acquits, and forever discharge Successor Agency and the TJPA to the maximum extent permitted by law, of and from any and all claims, actions, causes of action, demands, rights, liabilities, damages, losses, costs, expenses, or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, that it now has because of or in any way growing out or connected with this Agreement and either the Site or the Tehama Parcel, including, without limitation, the condition of the Site or Tehama Parcel (including any such claim which arose prior to the Close of Escrow, but is discovered thereafter), except (i) matters arising from Successor Agency's or TJPA's fraud or intentional misrepresentation, (ii) any breach of this Agreement by Successor Agency prior to the Close of Escrow, or (iii) any breach of Successor Agency's post-Closing obligations under this Agreement.

DEVELOPER AND AFFORDABLE DEVELOPER BOTH EXPRESSLY WAIVES ITS RIGHTS GRANTED UNDER CALIFORNIA CIVIL CODE § 1542, AND ANY OTHER PROVISION OF LAW, THAT PROVIDES AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE DEVELOPER, AFFORDABLE DEVELOPER OR RELEASING PARTY DOES NOT KNOW OR EXPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN TO IT WOULD HAVE MATERIALLY AFFECTED ITS AGREEMENT TO RELEASE SUCCESSOR AGENCY AND THE TJPA.

BY PLACING ITS INITIALS BELOW, DEVELOPER AND AFFORDABLE DEVELOPER SPECIFICALLY ACKNOWLEDGE AND CONFIRM THE VALIDITY OF THE RELEASES MADE ABOVE AND THE FACT THAT BOTH DEVELOPER AND AFFORDABLE DEVELOPER WERE REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THE ABOVE RELEASES.

SUCCESSOR AGENCY:_____ DEVELOPER:_____ AFFORDABLE DEVELOPER:_____

ARTICLE 4 - CONSTRUCTION OF IMPROVEMENTS

4.01 Developer's General Development Obligation.

Developer shall bear all cost and responsibility for compliance with all applicable laws related to the development of the Site and Tehama Parcel in accordance with this Agreement, including without limitation the Subdivision Map Act, the Destroyed Land Records Relief Act, the City Building Code and Fire Code, the Redevelopment Requirements, the Project Approval Documents approved by Successor Agency, or such similar documents as reasonably required by the City, as applicable, and all other federal, state, and local laws, including all laws relating to accessibility for persons with disabilities, applicable to the development of either the Site or Tehama Parcel.

4.02 The Improvements

The Improvements are as defined in Recital U.

4.03 Developer's Construction Obligations

(a) Developer (in consultation with the Affordable Developer) shall direct the development process for the Improvements in the manner described in this paragraph, including but not limited to: forming and hiring the design and construction teams in compliance with applicable laws, rules, regulations and Successor Agency policies; providing the design team with the Development Component Diagram as shown on Attachment 5, and other information and timely decisions to facilitate creation of a design responsive to the requirements of this Agreement, causing the securing of all necessary public approvals and permits; providing clarification to the general contractor and prime contractors regarding construction scope to facilitate construction in conformance with the Project Approval Documents (as defined in Article 13); approving and processing necessary or owner-initiated changes to the work; administering the draw process to pay consultants and contractors in a timely and well-documented manner; coordinating with pertinent public agencies throughout design and construction to secure required approvals, including certificates of occupancy; monitoring the progress of design and construction of the Improvements; and monitoring and facilitating the leasing and property management activities of the Project (defined in Section 4.13(c)).

(b) Developer (in consultation with the Affordable Developer) shall diligently commence and thereafter carry out the construction of the Improvements to Completion of Construction (defined in Section 4.13) within the times and in the manner set forth in this Agreement, including without limitation the Schedule of Performance and Scope of Development and Project Approval Documents. In addition, Developer shall use commercially reasonable efforts to perform those actions listed in the Schedule of Important Project Dates on or before the dates provided in this Agreement (said dates being restated in the Schedule of Important Project Dates for convenience), or, with respect to those actions without dates provided in this Agreement, within the time listed in the Schedule of Important Project Dates. Notwithstanding anything in this Agreement to the contrary, the Parties agree that Developer's inability to perform an action listed in the Schedule of Important Project Dates within the associated period stated (or reprinted in) the Schedule of Important Project Dates shall not be a Developer default under this Agreement, provided that Developer has used commercially reasonable efforts required in the previous sentence and further provided that Developer continues to use commercially reasonable efforts to achieve said action or actions until such time as the Parties may mutually agree.

(c) Developer (in consultation with the Affordable Developer) shall construct, or cause to be constructed, the Improvements in accordance with Section 4.03(a) above and all applicable local, state and federal laws and regulations, including without limitation all laws relating to accessibility for persons with disabilities, the San Francisco Building Code, San Francisco Administrative Bulletin AB-093 (Implementation of Green Building Regulations), the Redevelopment Requirements, Mitigation Measures, and the Project Approval Documents (as that term is defined in the Design Review and Document Approval Procedures ("**DRDAP**," Attachment 15)) or such similar documents as reasonably required by the City, as applicable. Improvements shall be constructed to at least a Leadership in Energy and Environmental Design ("**LEED**") Silver (50 LEED Points) or 75 GreenPoint Rated points standard, as required by the City of San Francisco Green Building Code and the Development Controls.

(d) Sixty (60) days prior to the Construction Commencement Date, Developer shall submit to Successor Agency for its review and approval an active community liaison program for keeping neighborhood residents informed about construction of the Improvements.

(e) Developer shall comply with all City construction noise ordinances and regulations including, but not limited to, the following:

- (i) San Francisco Police Code Article 29 "Regulation of Noise"; and

(ii) DBI's "Night Noise Permit Issuance Policy and Procedure".

(f) Developer shall be responsible for securing sufficient funding to construct the Mid-Rise Affordable Project and for constructing all portions of the Improvements necessary to allow for the commencement and completion of construction of the Mid-Rise Affordable Project in accordance with the Schedule of Performance. Other than providing the Successor Agency Loan, neither the Successor Agency nor MOHCD shall be responsible for any costs associated with the Mid-Rise Affordable Project. Developer shall be responsible for completion of the Mid-Rise Affordable Project.

4.04 Compliance with Redevelopment Requirements

The Project Approval Documents shall be in compliance with: (i) this Agreement, including, without limitation, the Scope of Development and (ii) the Redevelopment Plan, the Project Area Declaration of Restrictions, the Development Controls, the Transbay Redevelopment Project Area Design for Development ("D for D"), the Streetscape Plan, and the DRDAP (Attachment 15). The Redevelopment Plan, the Project Area Declaration of Restrictions, the Declaration of Site Restrictions, the Development Controls, the D for D, the Streetscape Plan, the DRDAP, and this Agreement, including the Scope of Development, are sometimes for convenience referred to as "**Redevelopment Requirements**."

4.05 Preparation of Project Approval Documents/Approval of Architect

(a) The Project Approval Documents shall be prepared by or signed by an architect (or architects) licensed to practice architecture in and by the State of California. A California-licensed architect shall coordinate the work of any associated design professions, including engineers and landscape architects. In any event:

(i) A California-licensed architect shall review all construction and certify that all construction has been built based on the design standards in the drawings and specifications as submitted by the architect and as included in the Project Approval Documents; and

(ii) A California-licensed structural and civil engineer shall review and certify all final foundation and grading design to be in substantial conformity with Project Approval Documents.

(b) The architect(s) for the Improvements shall certify that the Improvements have been designed in accordance with all local, state and federal laws and regulations relating to accessibility for persons with disabilities.

4.06 Submission of Project Approval Documents

Developer (in consultation with the Affordable Developer), shall prepare and submit Project Approval Documents to Successor Agency for review and approval in accordance with the Scope of Development, the DRDAP and the Schedule of Important Project Dates or Schedule of Performance (as applicable).

4.07 Scope of Successor Agency Review/Approval of Developer's Construction

(a) Successor Agency's review and approval of Project Approval Documents is limited to (i) a determination of their compliance with (A) the Redevelopment Requirements, and (B) the mitigation measures referred to in Section 9.02; (ii) urban design issues, including implementation of the Successor Agency's urban design objectives; and (iii) architectural design (excluding the interiors of market rate units) including, but not limited to, landscape design, including materials, plantings selection and

irrigation, site planning, the adequacy of utilities for servicing the Site, exterior and public area signs and public art work, if any. Successor Agency shall act reasonably and in good faith in its review and approval process.

(b) No Successor Agency review is made or approval given as to the compliance of the Project Approval Documents with any building codes and standards, including building engineering and structural design, or compliance with building codes or regulations, or any other applicable local, state or federal law or regulation relating to construction standards or requirements, including, without limitation, compliance with any local, state or federal law or regulation related to the suitability of the Improvements for use by persons with disabilities.

4.08 Construction Commencement

(a) Developer agrees, and the Grant Deed shall contain covenants, to commence construction of the Improvements (the date of commencement, the “**Construction Commencement Date**”) on or before the Construction Commencement Outside Date specified in the Schedule of Performance and carry the development of the Improvements diligently to completion within the times specified in the Schedule of Performance. Developer shall evidence its compliance with this obligation by specifying to its general contractor a date for the general contractor to fully commence of work on the Improvements, established in a notice to proceed issued to the general contractor by Developer and/or its architect (which notice shall be simultaneously provided to OCII) and which notice shall not be modified prior to the Construction Commencement Date.

(b) For the purposes of this Agreement, the “**Commencement of Substantial Construction**” means the later to occur of the following: (i) date of issuance by the City’s Department of Building Inspection (“**DBI**”) of the foundation addendum to the site permit for the Project; and (ii) the date upon which Developer closes on construction financing for both the Tower Project and Mid-Rise Affordable Project as evidenced by executed and recorded deeds of trust or other documentation as Successor Agency may reasonably request.

(c) The Schedule of Performance is intended, and Developer hereby covenants, to facilitate the completion of the construction of the Improvements in a single phase.

4.09 Cost of Developer Construction

The cost of developing the Site and Tehama Parcel and construction of all Improvements thereon shall be borne solely by Developer, except as otherwise provided in this Agreement.

4.10 Issuance of Building Permit

(a) It is the intent of Developer to use the site permit process, as described in the DRDAP. Developer shall have the sole responsibility for obtaining all necessary site permits, associated addenda, and any other required building permits and shall make application for such permits directly to DBI. When applicable, Successor Agency shall reasonably and expeditiously cooperate with Developer in its efforts to obtain such permits, at no cost or expense to Successor Agency. Prior to commencing construction of any portion of the Improvements, Developer shall have each obtained the requisite site permit and associated addenda. From and after the date of its submission of any such application, Developer shall diligently prosecute such application.

(b) Developer and Affordable Developer are advised that DBI forwards all site and building permits to Successor Agency, when applicable, for Successor Agency approval of compliance with

Redevelopment Requirements. Successor Agency review of the site permit, associated addenda, or building permit does not include any review of compliance thereof with the requirements and standards referred to in Section 4.07(b) above, and Successor Agency shall have no obligations or responsibilities for such compliance. Successor Agency evidences its approval by signing such permit and returning the permit to DBI for issuance directly to Developer or Affordable Developer, as applicable. Approval of a site permit, associated addenda, or any other building permit, however, is not approval of compliance with all Redevelopment Requirements necessary for such a permit.

4.11 Delay of Construction Tax Increment Fee

(a) If the Completion of Construction (as defined in Section 4.13 below) does not occur by the date specified in the Schedule of Performance, then Developer shall pay to the TJPA a “**Delay of Construction Tax Increment Fee**” that is intended to fully recompense the increment of ad valorem property taxes lost due to Developer’s failure to achieve Completion of Construction as so required.

(b) The Delay of Construction Tax Increment Fee shall be the amount of ad valorem property tax that would be due had the Developer timely completed the Project (“**Estimated Tax**”), less the amount of property tax actually due. To establish the amount of the Delay of Construction Tax Increment Fee, the Parties shall commence an appraisal and estimation process to establish both fair market value of the Site and Improvements, the ad valorem tax rate applicable to the Site and Improvements on the date specified in the Schedule of Performance for Completion of Construction, and the resulting amount of additional tax that would have been due had the Developer timely completed the Project, pro-rated to account for any partial tax year (the “**Estimation Process**”). The Estimation Process shall be as follows:

(i) Each Party shall, at its own expense, designate a licensed MAI Appraiser or other certified real estate professional with at least ten (10) years’ experience in the sale and purchase of comparable commercial properties in the San Francisco market. If either party fails to designate its expert within twenty-one (21) days after Successor Agency delivers written notice pursuant to Section 4.11(d) below, then the expert selected by the other Party shall act alone and his/her determination shall be binding.

(ii) The two (2) experts selected by the Parties (the “**Party Experts**”) shall each select a similarly qualified, independent appraiser or other expert whose expenses shall be shared equally by Developer and Successor Agency (the “**Neutral Expert**”). If the Neutral Expert cannot be agreed to by the Parties, then the American Arbitration Association, or any successor organization, shall select the Neutral Expert in accordance with its rules and procedures and subject to California law regarding the selection of arbitrators. The Parties shall jointly share the fees charged by the American Arbitration Association.

(iii) Each of the Party Experts shall within thirty (30) days after appointment and after soliciting, accepting and reviewing such information and documentation as each may deem necessary and appropriate, including that reasonably submitted by either Party, prepare a statement of what it considers to be the Estimated Tax based on its determination of the fair market value of the Site and Improvements if Developer achieved Completion of Construction by the date specified in the Schedule of Performance. Their determinations shall be prepared for property tax purposes according to California property tax law and the Property Tax Rules published by the California State Board of Equalization.

(iv) Once the two (2) Party Experts reach their conclusions, then the Neutral Expert shall select the determination of the Estimated Tax that he or she determinates to be most accurate, and the amount so calculated shall be used to calculate the amount of the Delay of Construction Tax immediately due and payable by Developer under this Section 4.11.

(c) Any costs incurred by Successor Agency pursuant to this Section 4.11 shall be reimbursed by the Developer pursuant to Section 12.01.

(d) Successor Agency may initiate, at any time after Developer has failed to meet the requirement in the Schedule of Performance for the Completion of Construction, the Estimation Process upon 21 days of notice to Developer; provided, however, that Successor Agency shall not initiate the Estimation Process more than once in a twelve-month period.

(e) Within 30 days after determination of the amount of the Delay of Construction Tax Increment Fee, Developer shall pay the fee directly to the TJPA. The TJPA shall remit to the Successor Agency 20% of the Delay of Construction Tax Increment Fee for Successor Agency's use in fulfilling its obligations under the Implementation Agreement and the Transbay Affordable Housing Obligation and shall retain the remainder for TJPA's use in fulfilling its obligations under the Pledge Agreement. Developer shall not receive a credit of any kind with the Assessor-Recorder for any payments made pursuant to this Section 4.11.

4.12 Construction Signs and Barriers

Developer, working with the Affordable Developer, shall provide appropriate construction barriers and construction signs and post the signs on the Site during the period of construction. The size, design and location of such signs and the composition and appearance of any non-moveable construction barriers shall be submitted to Successor Agency for approval before installation, which approval shall not be unreasonably withheld and shall otherwise comply with applicable laws.

4.13 Certificate of Completion

(a) Developer may request in writing that Successor Agency issue a Certificate of Completion, in the form of Attachment 16 hereto (the "**Certificate of Completion**"), recognizing that Developer has met the development obligations of this Agreement. In submitting such requests to Successor Agency for a Certificate of Completion, Developer shall provide: (i) DBI's Certificate of Final Completion and Occupancy ("**CFCO**") for the Improvements and (ii) a certification from Developer that it has satisfied in all material respects all obligations that are required to be satisfied under this Agreement for issuance by Successor Agency of the Certificate of Completion. Developer's certification shall include the following supporting documentation: (1) certification from Developer's architect that the Improvements have been constructed in accordance with the Project Approval Documents and in compliance with all applicable local, state and federal laws and regulations (including all laws relating to accessibility for persons with disabilities); (2) written determinations by the City of completion of streetscape or other public infrastructure improvements required under this Agreement, including a Determination of Completeness ("**DOC**") for improvements permitted by DPW and the City's acceptance, through action by the Board of Supervisors, of public improvements, including the public street constructed on the Tehama Parcel; and (3) any information necessary to determine compliance with Successor Agency Equal Opportunity Program, as described in Article 10 and Attachment 17, including Small Business Enterprise utilization reports, final certified payroll reports from Developer's construction contractors and subcontractors, construction workforce requirements, and the executed First Source Hiring Agreement between Developer and the Office of Economic and Workforce Development – CityBuild. Notwithstanding anything to the contrary contained herein, Successor Agency may, in its sole discretion, issue a Certificate of Completion for the Mid-Rise Affordable Project in accordance with the Air Rights Lease, notwithstanding the fact that the Tower Project may not be completed at that time.

(b) Upon receipt of such request, Successor Agency shall review the request and notify Developer within fifteen (15) days of receipt of the request of Successor Agency's determination of whether

or not it will issue the Certificate of Completion for the Improvements covered by the request. Any notice from Successor Agency stating that it will not issue the Certificate of Completion shall specify the reasons therefor following which Developer may seek to satisfy any unfulfilled obligations and again submit a request for the Certificate of Completion. Successor Agency's determination shall be based on Developer's compliance with the requirements of this Agreement that must be complied with to the date of the issuance of the Final CFCO for the Improvements.

(c) Upon Successor Agency's determination that Developer is in compliance with this Agreement, including, without limitation, Sections 5.05 and 9.04 below and upon Successor Agency's receipt of the documentation required of Developer in Section 4.13(a), Successor Agency shall promptly issue to Developer, in recordable form, a duly executed Certificate of Completion in the form of Attachment 16. So issued, the Certificate of Completion shall be a conclusive determination that (i) the Improvements have been constructed in accordance with this Agreement; and (ii) the full performance of the agreements and covenants contained in this Agreement and in the Grant Deed with respect to the obligations of Developer, and its successors and assigns, except for those provisions covered by Section 4.13(d), below, and those provisions that survive termination of this Agreement as provided in Section 5.12. "**Completion of Construction**" shall mean the date on which Successor Agency issues the Certificate of Completion, and after that date, the Improvements so constructed and certified pursuant to an executed Certificate of Completion are referred to as the "**Project**".

(d) Successor Agency's issuance and recordation of any Certificate of Completion does not relieve Developer or any other person or entity from any City requirements or conditions to occupancy of such Improvements, which requirements or conditions shall be complied with separately.

4.14 Right to Reconstruct the Improvements in the Event of Casualty

In the event that the Improvements are destroyed by casualty prior to the issuance of the Certificate of Completion, the Developer or Affordable Developer, as applicable, shall have the right to rebuild the applicable Improvements substantially in conformity with this Agreement and the approved Project Approval Documents, subject to changes necessary to comply with the applicable building code, and the Redevelopment Requirements or other local requirements then in effect for the Site.

4.15 Access to Site – Successor Agency

Successor Agency, the TJPA, the City, and their respective representatives will have the right to enter upon the Site and/or the Tehama Parcel during normal business hours with 48 hours' prior notice to Developer, at no cost or expense to Successor Agency, the TJPA or the City, during the period of construction of the Improvements to the extent necessary to carry out the purposes of this Agreement, including inspecting the work of construction of the Improvements. Developer will have the right to have an employee, agent or other representative of Developer accompany Successor Agency, the TJPA, the City, and their representatives at all times while they are present on the Site and/or the Tehama Parcel. Successor Agency, the TJPA, the City, and their respective representatives will exercise due care in entering upon and/or inspecting the Site and/or the Tehama Parcel and will perform all entry and inspection in a professional manner and so as to preclude any damage to the Site or Improvements, or any disruption to the work of construction of the Improvements. Successor Agency, the TJPA, the City and their respective representatives will abide by any reasonable safety and security measures Developer or its general contractor imposes.

4.16 Off-Site Infrastructure and Improvements Damage

In addition to the indemnification provisions contained in Section 11.01 of this Agreement, Developer further agrees to repair fully and/or replace to the reasonable satisfaction of Successor Agency, any damage to the off-site infrastructure and improvements within the Project Area existing as of the date of the Construction Commencement Date, including without limitation streets, sidewalks, curbs, gutters, drainage ditches, fences and utility lines lying within or adjacent to the Site, directly or indirectly resulting from work performed by or for Developer. Developer or its respective general contractor, before commencement of any work outside of the Site or Tehama Parcel, shall secure this obligation with a \$1,000,000 bond or insurance in form reasonably acceptable to Successor Agency, or other security reasonably acceptable to Successor Agency, such as a personal guaranty. Developer's liability under this provision shall not be limited to the amount of the bond or insurance.

4.17 Insurance Requirements

Without in any way limiting Developer's or Affordable Developer's indemnification obligations under this Agreement, and subject to approval by Successor Agency of the insurers and policy forms, each of the Developer and Affordable Developer shall obtain and maintain, or shall contractually require others to maintain, throughout the Term, the minimum insurance coverage as set forth in Attachment 18.

ARTICLE 5 - COVENANTS AND RESTRICTIONS

5.01 Covenants

Developer expressly covenants and agrees for itself, its successors and assigns and all persons claiming under or through it, that as to the Site and Tehama Parcel and any Improvements constructed or to be constructed, the Project, or alterations or changes thereto, and in addition to any other term, covenant and condition of this Agreement, Developer and all such successors and assigns and all persons claiming under or through it, shall use, devote, operate and maintain the Site, Tehama Parcel and the Improvements, the Project, and every part thereof, only and in accordance with the provisions of this Agreement, including but not limited to Article 5 (subject to the provisions of Section 5.11 of this Agreement). The provisions hereof are contained in the Grant Deed, and/or Declaration of Site Restrictions. This provision shall only apply after the Close of Escrow and in the event Successor Agency exercises the Successor Agency Power of Termination and regains title to the Site, this provision shall be of no further force or effect.

5.02 General Restrictions

The Project shall be devoted only to the uses permitted by (i) the Redevelopment Plan and its Plan Documents (as defined in the Redevelopment Plan), (ii) the Project Area Declaration of Restrictions, (iii) this Agreement, (iv) the Declaration of Site Restrictions, (v) the Commercial Space Declaration (Attachment 28), and (vi) Affordability Requirements to be documented in the Air Rights Lease and a Declaration of Affordability Restrictions for each of the Mid-Rise Affordable Project (Attachment 19B) and the Tower Mixed-Income Rental Project (Attachment 19A) setting forth the affordability restrictions as described in Section 9.04(b) of this Agreement for the life of the Project. In the event Successor Agency exercises the Successor Agency Power of Termination and regains title to the Site, subsections (iii) and (iv) of this Section 5.02 shall be of no further force or effect.

5.03 Restrictions Before Completion

Prior to the Completion of Construction, the Site and the Tehama Parcel shall be used only for construction of the Improvements in accordance with this Agreement, including, but not limited to the Scope of Development. This provision shall only apply after the Close of Escrow and in the event Successor Agency exercises the Successor Agency Power of Termination and regains title to the Site pursuant to Section 8.03(a), this provision shall be of no further force or effect.

5.04 Nondiscrimination

(a) There shall be no discrimination against or segregation of any person or group of persons on account of age, race, color, creed, sex, sexual orientation, gender identity, marital or domestic partner status, disabilities (including AIDS or HIV status), religion, national origin or ancestry by Developer or any occupant or user of the Site in the sale, lease, rental, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, or any part thereof, and Developer itself (or any person or entity claiming under or through it) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of the Site or any part thereof, nor shall Developers or any occupant or user of the Site or any transferee, successor, assign or holder of any interest in the Site or any person or entity claiming under or through such transferee, successor, assign or holder, establish or permit any such practice or practices of discrimination or segregation, including, without limitation, with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, vendees or others of the Site or Improvements.

(b) Developer, for itself and or any person or entity claiming under or through it, further agrees and covenants that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Site nor shall Developer or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed.

(c) Notwithstanding the above, Developer shall not be in default of its obligations under this Section 5.04 where there is a judicial action or arbitration involving a bona fide dispute over whether Developer is engaged in discriminatory practices and Developer promptly acts to satisfy any judgment or award against Developer.

(d) The covenants of this Section 5.04 shall run with the land, and any transferee, successor, assign, or holder of any interest in the Site, or any occupant or user thereof, whether by contract, lease, rental, sublease, license, deed, mortgage or otherwise, and whether or not any written instrument or oral agreement contains the foregoing prohibitions against discrimination, shall be bound hereby and shall not violate in whole or in part, directly or indirectly, the nondiscrimination requirements set forth above; provided, however, in the event Successor Agency exercises the Successor Agency Power of Termination and regains title to the Site, this provision shall be of no further force or effect; provided, further, that nothing herein shall invalidate any applicable non-discrimination law.

(e) Elimination of Discriminatory Restrictions. Developers agree to take and to permit Successor Agency to take all steps legally necessary or appropriate to remove restrictions against the Site and Tehama Parcel, if any, that would violate any of the non-discrimination provisions of this Section, whether the restrictions are enforceable or not.

5.05 Restrictions on Affordable Housing Units

(a) The Affordable Housing Units shall remain subject to the affordability requirements specified in the Declaration of Affordability Restrictions for the life of the Project. For the purposes of this Agreement, “life of the Project” shall mean the time during which the Project, including any future modification thereto, remains in existence.

(b) For the life of the Project, neither Developer, Affordable Developer, nor any successor or assign may make or permit any material alteration, modification, addition and/or substitution of or to the location of the Affordable Housing Units without the express prior written consent of Successor Agency or its designee granted or withheld in its reasonable discretion and upon any terms and conditions Successor Agency or its designee reasonably requires.

(c) Developer shall also comply with the requirements in Section 9.04 related to the Affordable Housing Units for so long as Developer must comply with Sections 5.05(a) and (b).

5.06 No Mortgages

Until Developer has achieved the Commencement of Substantial Construction, there shall be no mortgage, encumbrance or liens on any portion of the Site and/or the Tehama Parcel, except for mortgages and deeds of trust related to the purchase of or construction on the Site and/or the Tehama Parcel or otherwise approved by Successor Agency in its reasonable discretion; provided, however, in the event Successor Agency exercises the Successor Agency Power of Termination and regains title to the Site, this provision shall be of no further force or effect.

5.07 No Changes Without Approval

For the period during which the Redevelopment Plan and Project Area Declaration of Restrictions are in effect, neither Developer nor any successor or assign may make or permit any change in the uses permitted on the Site or any Change in the Improvements (as defined below) without the express prior written consent of the Successor Agency to any proposed change in uses or any Change in the Improvements (defined below), which consent may be made subject to terms and/or conditions reasonably required by the Successor Agency; provided, however, in the event Successor Agency exercises the Successor Agency Power of Termination and regains title to the Site, this provision shall be of no further force or effect. **“Change in the Improvements”** is defined as any alteration, modification, addition and/or substitution of or to the Site or the Improvements that materially affects: (a) the density of development; (b) the extent and nature of the open space on the Site; (c) any public access to or through the Site and the Improvements; (d) the exterior design; (e) the exterior materials; and (f) the exterior color. For the purposes of this Section, **“exterior”** also includes the roof of the Improvements.

5.08 Transfer Payment Covenant

The Transfer Payment Covenant and Notice (Attachment 20) shall run with the land, and any transferee, successor, assign, or holder of any interest in a Residential Condominium Unit, shall be bound thereby and shall not violate in whole or in part, directly or indirectly, the requirements set forth therein.

5.09 Determination of Assessed Value

(a) Developer shall not (until the TJPA Bonds Final Maturity Date, as defined below) object to the assessed value of Block 4 by the Assessor-Recorder, but shall have the right to contest the

assessed valuation by the Assessor-Recorder in the event of a market downturn, where such contest is made solely on the basis of such market downturn; provided, however, that Successor Agency shall not object to or otherwise interfere with Developers' application for the welfare exemption as to the Mid-Rise Affordable Project and the BMR units in accordance with the California Revenue and Taxation Code Section 214(g) and the California State Board of Equalization Property Tax Rules.

(b) Developer shall (until the TJPA Bonds Final Maturity Date, as defined below) (i) provide information in its possession or reasonably accessible to Developer that the Assessor-Recorder, Successor Agency, or TJPA reasonably requests relating to the assessment of the value of new construction in progress, completed new construction, revenues from the sale and/or leasing of any portion of new development, applications for welfare tax exemption, and other relevant information pertinent to the assessment of Block 4 (or any portion thereof) or Developer's compliance with its obligations under this Section 5.09; and (ii) give the Successor Agency and the TJPA written notice of any planned changes in development ownership or management, contact information, or modifications to the original legal parcel boundaries (including parcel subdivision, air rights or condominium formation) at least 60 days in advance of any proposed change.

(c) The "**TJPA Bonds Final Maturity Date**" shall mean October 1, 2049, as such date shall be automatically extended in the event of subsequent financing that results in redemption of the TJPA Bonds, in part or in full, where such subsequent financing does not increase any obligation, requirement, or liability of Developer hereunder.

5.10 Casualty

Developer shall (until the TJPA Bonds Final Maturity Date) apply fire and casualty property insurance proceeds to the restoration of the development of the Site and the Improvements thereon if, in the reasonable judgment of the Successor Agency, the funds available to Developer in the event of all or partial destruction of the development are sufficient to restore the development to substantially its prior use and condition.

5.11 Effect, Duration and Enforcement of Covenants

(a) It is intended and agreed, and the Grant Deed and/or Declaration of Site Restrictions shall expressly provide, that the covenants provided in this Article 5 shall be covenants running with the land as and to the extent set forth in the Grant Deed and/or the Declarations of Site Restrictions and that they shall be, in any event and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement itself, to the fullest extent permitted by law and equity,

(i) binding for the benefit and in favor of Successor Agency, as beneficiary, as to all covenants set forth in this Article 5; the City and the owner of any other land or of any interest in any land in the Project Area (as long as such land remains subject to the land use requirements and restrictions of the Redevelopment Plan and the Project Area Declaration of Restrictions), as beneficiary, as to the covenants provided in Sections 5.02 and 5.04; and their respective successors and assigns, and

(ii) binding against Developer, its successors and assigns to or of the Site and any Improvements thereon or any part thereof or any interest therein, and any party in possession or occupancy of the Site or the Improvements thereon or any part thereof. It is further intended and agreed that the covenants provided in this Article 5 shall remain in effect respectively as set forth herein, and the covenants in Section 5.02 shall remain in effect for the respective duration of the Redevelopment Plan and the Project Area Declaration of Restrictions; provided, however, that such agreements and covenants shall

be binding on Developer, its successors in interest or assigns, and each party in possession or occupancy, respectively, only for such period as that party shall have title to or an interest in or possession or occupancy of the Site or part thereof. In the event Successor Agency exercises the Successor Agency Power of Termination and regains title to the Site, such agreements and covenants shall be of no further force or effect, except to the extent that they are restatements of applicable law, including the Redevelopment Plan and Related Plan Documents (as defined in the Redevelopment Plan).

(b) In amplification, and not in restriction, of the provisions of the preceding Sections, it is intended and agreed that Successor Agency, the TJPA and the City and their respective successors and assigns, as to the covenants provided in this Article 5 of which they are stated to be beneficiaries, shall be beneficiaries both for and in their own right and also for the purposes of protecting the interest of the community and other parties, public or private, and without regard to whether Successor Agency or the City has at any time been, remains, or is an owner of any land or interest therein to which, or in favor of which, such covenants relate. Successor Agency, the TJPA and the City and their respective successors and assigns shall have the right, in the event of any of such covenants of which they are stated to be beneficiaries, to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings, to enforce the curing of such breach of such covenants to which it or any other beneficiaries of such covenants may be entitled including, without limitation, restraining orders, injunctions and/or specific enforcement, judicial or administrative. These rights and remedies are in addition to, and not in derogation of, the rights and remedies of Successor Agency set forth in this Agreement.

(c) The conveyance of the Site by Successor Agency to Developer is made and accepted upon the express covenants contained in this Article 5 as set forth herein, which, except only as otherwise specifically provided in this Agreement itself, shall survive the Certificate of Completion and shall be provided for in the Grant Deed and/or the Declaration of Site Restrictions and the Transfer Payment Covenant; provided that in the event Successor Agency exercises the Successor Agency Power of Termination and regains title to the Site pursuant to Section 8.03(a), all such agreements and covenants contained in this Article 5 shall be of no further force or effect, except to the extent that they are restatements of applicable law, including the Redevelopment Plan and Plan Documents (as defined in the Redevelopment Plan).

(d) The conveyance of the Tehama Parcel by Successor Agency to Developer is made and accepted upon the covenants contained in Section 2.02. Developer acknowledges that Section 2.02 constitutes a material inducement to the Successor Agency to enter into this Agreement, and failure to complete the applicable Improvements on the Tehama Parcel as required in this Agreement or failure to offer the Tehama Parcel to the City as provided in this Agreement shall be a material breach of this Agreement.

(e) Developer shall be entitled to notice and shall have the right to cure any breach or violation of all or any of the foregoing in accordance with Article 8.

5.12 Provisions Surviving Termination

The following provisions (together with any definitions or other general provisions necessary to implement the following provisions) shall survive Successor Agency's issuance and recordation of the Certificate of Completion, and shall also be incorporated into the Declaration of Site Restrictions (Attachment 11), and/or the Grant Deed, as applicable (Attachment 10):

(a) All requirements contained in Sections 3.01(a), (b) and (d) of this Agreement;

(b) All requirements contained in Sections 3.02, 3.03 and 3.04 of this Agreement until the expiration of such requirements as set forth therein;

(c) All requirements pertaining to Professional Liability and Builder's Risk in Attachment 18 of this Agreement until the expiration of such requirements as set forth therein;

(d) All requirements contained in Section 5.02 of this Agreement until the expiration of the Redevelopment Plan and the Declaration of Site Restrictions;

(e) All requirements contained in Section 5.04 of this Agreement;

(f) All requirements contained in Section 5.05 of this Agreement until the expiration of such requirements as set forth therein;

(g) All requirements contained in Section 5.07 of this Agreement until the expiration of the Redevelopment Plan and the Declaration of Site Restrictions;

(h) All requirements contained in Section 5.08 of this Agreement;

(i) All requirements contained in Section 5.09 of this Agreement, until the TJPA Bonds Final Maturity Date;

(j) All such requirements contained in Section 5.10 of this Agreement, until the TJPA Bonds Final Maturity Date;

(k) All requirements contained in Section 9.04 of this Agreement until the expiration of those requirements set forth in Section 5.05 of this Agreement;

(l) All requirements contained in Section 9.06(b) of this Agreement;

(m) All requirements contained in Section 9.07, but only for the life of the Project;

(n) All requirements contained in Section 9.08 of this Agreement, but only for the life of the Project;

(o) All requirements contained in Section 9.09 of this Agreement, but only for the life of the Project;

(p) All requirements and provisions contained in Section 9.10 of this Agreement for the life of each Condominium Unit; and

(q) All requirements contained in Sections 11.01 and 11.02 of this Agreement until the expiration of such requirements as set forth therein.

ARTICLE 6 - ANTI-SPECULATION, ASSIGNMENT, AND TRANSFER PROVISIONS

6.01 Representation as to Developer

Developer represents and agrees that its purchase of the Site and its other undertakings pursuant to this Agreement shall be used for the purpose of redevelopment of the Site and not for speculation in land holding.

6.02 Prohibition Against Transfer of the Site, the Improvements and the Agreement

(a) Subject to the terms of Article 7, which permits Mortgages to encumber the Project and the transfers described in Section 2.04(g), before the issuance by Successor Agency of the Certificate of Completion, neither Developer nor Affordable Developer shall make or create or suffer to be made or created any total or partial sale, conveyance, mortgage, encumbrance, lien, assignment, option to acquire, any trust or power, or transfer in any other mode or form, of this Agreement, the Site or the Improvements thereon, or any part thereof, or interest therein, or permit any significant change in the ownership of the Developer or Affordable Developer to occur or contract or agree to do any of the same (collectively a “**Transfer**”) without the prior written approval of Successor Agency (the “**Successor Agency Approval**”), which shall not be unreasonably withheld. For avoidance of doubt, (i) this Section 6.02 shall not act to prevent Developer from retaining one or more Developer Affiliates (as defined below) to perform certain construction, development and other project management services with respect to the Improvements or the Project, which may include performance of certain of Developer’s obligations under this Agreement on Developer’s behalf, and (ii) the prohibitions on transfer in this Section 6.02 shall be of no further force or effect after the issuance of the Certificate of Completion, and (iii) the prohibitions on transfer in this Section 6.02 shall not prohibit the sale of individual Residential Condominium Units within the Tower Market-Rate Condominium Project. For purposes hereof, a “**Developer Affiliate**” shall mean any entity controlling, controlled by, or under common control with Developer (and ‘control’ and its correlative terms ‘controlling’, ‘controlled by’ or ‘under common control with’ mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of Developer, whether through the ownership of voting securities, by contract or otherwise);

(b) Notwithstanding the general prohibition in Section 6.02(a) above, and subject to the requirements of Section 6.03:

(i) Should Developer or any equity investor(s) in or lender(s) to Developer or its owner(s) remove or cause the removal of the Hines Urban F4, LLC from Developer, said party shall, immediately concurrent with such removal, propose a replacement entity that (a) has experience developing and completing projects of similar size and scope to the Improvements (including its affordable housing component) in California; (b) possesses a good business character and reputation; and which, upon the Successor Agency’s reasonable concurrence that such entity meets the foregoing qualifications, shall assume the rights and obligations of the Hines/Urban entity (including, without limitation, the control or management of the day-to-day operation of development activities with respect to the Improvements) (“**Qualified Replacement Development Manager**”);

(ii) Developer may, without Successor Agency approval:

(A) effectuate any Transfer of all of the rights and obligations of Developer hereunder to another entity so long as the Hines Urban F4, LLC (or a Qualified Replacement Development Manager previously approved pursuant to this Section 6.02(b)) controls or manages the day-to-day operation of such transferee entity’s development activities with respect to the Improvements;

(B) effectuate any Transfer of any direct or indirect interest in Developer, provided the Hines Urban F4, LLC (or a Qualified Replacement Development Manager previously approved under this Section 6.02(b)) controls or manages the day-to-day operation of Developer’s development activities with respect to the Improvements.

(iii) Developer or Affordable Developer (or its successor) may effectuate a Transfer that is permitted under the Air Rights Lease;

(iv) Developer may effectuate the encumbrance of the Site and Improvements with recorded documents, including, without limitation, easements, stormwater maintenance agreements, reciprocal easement agreements and parcel or subdivision maps, except where Successor Agency review and approval of such is included in this Agreement, if in connection with the construction of the Improvements and/or permanent financing for the Project;

(v) Developer may effectuate the encumbrance of the Site and Improvements with one or more regulatory agreements, restrictive covenants, or land use restriction agreements in connection with the bond financing, tax credits, and affordability restrictions.

6.03 Assumption by Transferee

Notwithstanding anything to the contrary contained in Section 6.02 or elsewhere in this Agreement, no Transfer of the rights and obligations of Developer hereunder that is either allowed by Section 6.02 without Successor Agency approval or that is made with Successor Agency approval shall be valid until such transferee shall assume in writing the obligations of the Developer from and after the date of such Transfer and agree to be bound by the terms and provisions hereof in a form approved by Successor Agency in its reasonable discretion. The transferee shall thereafter be solely responsible for the obligations and liabilities of Developer under this Agreement or any document entered into in connection with this Agreement, and Successor Agency shall release and forever discharge such assignor from any obligations and liabilities with respect to any other portions of the Improvements, the Project or Site under this Agreement or any document entered into in connection with this Agreement, subject to the Successor Agency's review and approval, in its reasonable discretion, of the assignment document with respect to such obligations and liabilities.

Provided further, that Developer agrees that any leases for any portion of the Improvements entered into prior to Commencement of Substantial Construction will include a provision that allows for the termination of the lease by the Successor Agency subsequent to its exercise, prior to the Commencement of Substantial Construction, of the Successor Agency Power of Termination and subject to any notice requirements (not to exceed 30 days) under the lease.

6.04 Effect of Violation

In the absence of specific written approval by Successor Agency, and except to the extent set forth in this Agreement, no Transfer shall be deemed to relieve Developer or any other party from any obligations under this Agreement prior to the Transfer, or deprive Successor Agency of any of its rights and remedies under this Agreement or the Grant Deed.

ARTICLE 7 - MORTGAGE FINANCING: RIGHTS OF MORTGAGEES

7.01 Mortgagee

For purposes of this Agreement, the “**Mortgagee**” shall singly and collectively include the following: (a) a mortgagee or beneficiary under a mortgage or a deed of trust concerning all or any portion of the Site (a “**Mortgage**”), and (b) any insurer or guarantor of any obligation or condition secured by a Mortgage concerning all or any portion of the Site. Subject to the terms and conditions set forth in this Article 7, Developer shall be entitled to grant one or more Mortgages on all or any portion of the Site.

7.02 Required Provisions of Any Mortgage

Developer agrees to have any Mortgage provide that such Mortgage is subject to all of the terms and provisions of this Agreement. Any Mortgage shall provide that the Mortgagee of such Mortgage shall give notice to Successor Agency in writing by registered or certified mail of the occurrence of any default by Developer, as applicable, under the Mortgage, and that Successor Agency shall be given notice at the time any Mortgagee initiates any Mortgage foreclosure action. In the event of any such default, Successor Agency shall have the right to cure such default, provided that Developer, as applicable, is given not less than fifteen (15) days' prior notice of Successor Agency's intention to cure such default. If Successor Agency shall elect to cure such default, Developer shall pay the cost thereof to Successor Agency upon demand, together with the interest thereon at the maximum interest rate permitted by law, unless (i) Developer cures such default within such 15-day period, or (ii) if curing the default requires more than fifteen (15) days and Developer shall have commenced cure within such fifteen (15) days after such notice, Developer shall have (A) cured such default within forty-five (45) days or such greater time period as may be allowed by Mortgagee after commencing compliance, or (B) obtained from the Mortgagee a written extension of time in which to cure such default.

7.03 Address and Acknowledgment of Mortgagee

No Mortgagee shall be entitled to exercise the rights set forth in this Article 7 unless and until written notice of the name and address of the Mortgagee shall have been given to Successor Agency, notwithstanding any other form of notice, actual or constructive. Successor Agency shall, upon written request, promptly acknowledge receipt of the name and address of the Mortgagee and confirm to such party that such party is or would be, upon closing of its financing or its acquisition of an existing Mortgage, a Mortgagee entitled to all rights under this Article 7 and a Bona Fide Institutional Lender, provided that Successor Agency receives reasonable proof of the foregoing. Such acknowledgment shall, if requested, be in recordable form and may be recorded at Developer's expense. After reviewing the proof of the status of any prospective mortgagee, if Successor Agency reasonably determines that any such acknowledgment requested by Developer or such prospective mortgagee or assignee would be inaccurate, then Successor Agency shall promptly notify Developer and the prospective Mortgagee or assignee of such determination. Such notice shall specify the reasonable basis for Successor Agency's determination. If Successor Agency has received notice of any Mortgagee, then such notice shall automatically bind Successor Agency's successors and assigns.

7.04 Mortgagee's Right to Cure

If Developer creates a Mortgage on the Site in compliance with the provisions of this Article 7, then so long as any such Mortgage shall remain unsatisfied of record, the following provisions shall apply:

(a) Successor Agency, upon serving Developer or Affordable Developer, as applicable, any notice of default or any other notice under the provisions of or with respect to this Agreement, shall also serve a copy of such notice upon any Mortgagee at the address provided to Successor Agency pursuant to this Agreement, and no notice hereunder by Successor Agency to either of the Developers shall affect any rights of a Mortgagee unless and until a copy thereof has been so served on such Mortgagee provided that Mortgagee has complied with Section 7.03 above.

(b) Any Mortgagee shall have the right to remedy, or cause to be remedied, any Default of Developer or Affordable Developer, within the later to occur of (i) one hundred twenty (120) days following the date of Mortgagee's receipt of the notice referred to in Section 7.04(a) above, or (ii) one hundred twenty (120) days after the expiration of the period provided herein for Developer or Affordable

Developer to remedy or cure such default, and Successor Agency shall accept such performance by or at the insistence of the Mortgagee as if the same had been timely made by Developer or Affordable Developer.

(c) Any notice or other communication which Successor Agency shall desire or is required to give to or serve upon the Mortgagee shall be in writing and shall be served in the manner set forth in Section 12.03, addressed to the Mortgagee at the address provided for in this Agreement.

(d) Any notice or other communication which Mortgagee shall give to or serve upon Successor Agency shall be deemed to have been duly given or served if sent in the manner and at Successor Agency's address as set forth in Section 12.03, or at such other address as shall be designated by Successor Agency by notice in writing given to the Mortgagee in like manner.

7.05 Application of Agreement to Mortgagee's Remedies

Except as provided in Section 7.02, no provision of this Agreement shall limit the right of any Mortgagee to foreclose or otherwise enforce any mortgage, deed of trust or other encumbrance upon the Site, nor the right of any Mortgagee to pursue any remedies for the enforcement of any pledge or lien upon the Site; provided, however, that in the event of a foreclosure sale under any such mortgage, deed of trust or other lien or encumbrance or sale pursuant to any power of sale contained in any such mortgage or deed of trust, or other lien or encumbrance, the purchaser or purchasers and their successors and assigns and the Site shall be, and shall continue to be, subject to all of the conditions, restrictions and covenants herein provided for, but not any past due obligations of Developer or Affordable Developer, as applicable, for which the applicable Developer or Developers shall remain liable. In no event shall any Mortgagee be in default of any such future obligations provided for in this Agreement until at least one hundred twenty (120) days after the date of the transfer of title to the Site or the applicable equity collateral, as the case may be, plus any cure periods provided for hereunder.

7.06 No Obligation to Construct Improvements or Pay Money Damages

No Mortgagee, including without limitation any Mortgagee who obtains title to the Site or any part thereof as a result of foreclosure proceedings or action in lieu thereof (but not including any other party who thereafter obtains title to the Site or any part thereof from or through such Mortgagee or any purchaser at a foreclosure sale other than the Mortgagee), shall in any way be obligated by the provisions of the Agreement to either pay money damages or other consideration to Successor Agency, or to construct or complete the Improvements, nor shall any covenant or any other provision in the Redevelopment Plan, the Project Area Declaration of Restrictions, or any other document, instrument or plat whatsoever be construed to so obligate any Mortgagee; provided, however, that nothing in this Agreement shall be construed to permit or authorize any Mortgagee to devote the Site or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or authorized in Section 5.02.

7.07 Accommodation of Mortgagee and Mortgagees Protections

Successor Agency is obligated to act reasonably in all dealings with Mortgagees, to make reasonable accommodations with respect to the interests of Mortgagees, and to agree to reasonable amendments to this Agreement as reasonably requested by a prospective mortgagee or mezzanine lender, and to execute any estoppels or similar documents reasonably requested by any Mortgagee or prospective mortgagee or mezzanine lender.

7.08 Mortgagees of Affordable Air Space Parcel

For purposes of the Affordable Air Rights Parcel, the provisions of this Article 7 may be supplanted in the sole discretion of the Executive Director of the Successor Agency and replaced by the provisions of the Air Rights Lease.

ARTICLE 8 - DEFAULTS AND REMEDIES

8.01 Developer Default

The occurrence of any one of the events or circumstances listed as items (a) through (l) below shall constitute an “**Event of Default**” by Developer under this Agreement thirty (30) days after Developer’s receipt of written notice from the Successor Agency of the alleged default (unless an alternative cure period is otherwise set forth below), or in the case of a default not susceptible of cure within thirty (30) days, Developer fails to promptly commence to cure such default and thereafter diligently to prosecute such cure to completion within a reasonable time, unless a different cure period is specified. Notwithstanding anything to the contrary in this Agreement, for the avoidance of doubt, no Event of Default by Affordable Developer, as included in Section 8.02, shall authorize or permit the Successor Agency to exercise any remedies against Developer (separate from any remedies applicable to an Event of Default of Developer) or excuse Successor Agency from performing its obligation to convey the Site to Developer as and when required by this Agreement (except as provided in Section 2.07(b)(ii)), and Developer shall have no obligations or liabilities for an Event of Default that is solely by Affordable Developer.

(a) Developer suffers or permits a Transfer to occur in a manner inconsistent with the provisions of Sections 2.02 or 6.02, or Developer allows any other person or entity (except Developer’s authorized representatives or as otherwise contemplated by this Agreement or approved in writing by the Successor Agency) to occupy or use all or any part of the Site or the Tehama Parcel in violation of the provisions of this Agreement;

(b) After the Close of Escrow, Developer fails to pay real estate taxes or assessments on the Site or the Tehama Parcel prior to delinquency or places any mortgages, encumbrances or liens upon the Site, the Tehama Parcel or the Improvements on either, or any part thereof, in violation of this Agreement;

(c) Developer fails to achieve any milestone on or before the applicable time set forth in the Schedule of Performance, fails to diligently prosecute the construction of the Improvements to Completion of Construction on or before the applicable time(s) set forth in the Schedule of Performance or abandons or suspends construction of the Improvements for more than ten (10) consecutive days; and any such failure, abandonment or suspension continues for a period of thirty (30) days following the date of written notice thereof from Successor Agency. For the avoidance of doubt, the excusable delay provisions of Sections 8.08(a) and 8.08(b) are applicable to potential defaults under this Section 8.01(c);

(d) Developer defaults under any other agreement between Successor Agency and Developer and fails to cure the same in the manner provided under such other agreement, and such default shall not have been cured within thirty (30) days following the date of written demand to cure by Successor Agency to Developer, provided that Successor Agency’s remedies for a default under the other agreement between Successor Agency and Developer shall be limited to the remedies respectively set forth therein;

(e) Developer fails to pay any amount required to be paid hereunder;

(f) Developer does not accept conveyance of the Site in violation of this Agreement upon tender by Successor Agency pursuant to this Agreement, or Developer fails to close escrow by the Outside Date for Close of Escrow for any reason other than failure of Developer Conditions or as otherwise provided herein, and such failure shall not have been cured within five (5) business days following the date of written demand to cure by Successor Agency to Developer;

(g) Developer is in default under Successor Agency's Equal Opportunity Program, Attachment 17; provided, however, Successor Agency's remedies for any default under Successor Agency's Equal Opportunity Program shall be only as set forth in Successor Agency's Equal Opportunity Program, Attachment 17;

(h) Developer fails to obtain a site permit with associated addenda, and all other necessary permits for the Improvements to be constructed on the Site and the Tehama Parcel within the periods of time specified in this Agreement, including the Schedule of Performance, as applicable;

(i) Developer does not submit all material Project Approval Documents as required by this Agreement within the periods of time respectively provided therefor in the Schedule of Performance, as applicable;

(j) After the Close of Escrow, Developer defaults in the performance of or violates any covenant, or any part thereof, set forth in Sections 2.02 or 4.04, the then-effective provisions of Article 5 or Article 9, the Declaration of Site Restrictions, Declaration of Affordability Restrictions, Commercial Space Restrictions or in the Grant Deed;

(k) Developer fails to perform under any other agreements or obligations on Developer's part to be performed under this Agreement and such failure or breach continues for the period of time for any cure or the expiration of any grace period specified in this Agreement therefor, or if no such time or grace period is specified, within thirty (30) days after the date of written demand by Successor Agency to Developer to perform such agreement or obligation or cure such breach, or in the case of a default not susceptible of cure within thirty (30) days, Developer fails promptly to commence to cure such default and thereafter diligently to prosecute such cure to completion within a reasonable time-including, without limitation, any obligations set forth in Sections 8.01(i) and 8.01(j);

(l) A material breach of any representation or warranty made by Developer.

8.02 Affordable Developer Default

The occurrence of any one of the following events or circumstances shall constitute an "Event of Default" by Affordable Developer under this Agreement thirty (30) days after Affordable Developer's receipt of written notice from the Successor Agency of the alleged default and opportunity to cure (unless an alternative cure period is otherwise set forth below), or in the case of a default not susceptible of cure within thirty (30) days, Affordable Developer fails promptly to commence to cure such default and thereafter diligently to prosecute such cure to completion within a reasonable time, unless a different cure period is specified; provided, however, that no such matter shall constitute an Event of Default to the extent that, within thirty (30) days following its receipt of written notice from the Successor Agency that an Event of Default under this Section 8.02 exists, Developer proposes a substitute Affordable Developer to the Successor Agency for its approval, which approval shall not be unreasonably withheld, delayed or conditioned, and, within thirty (30) days following Successor Agency's approval, the substitute Affordable Developer agrees in writing to be bound by the terms of this Agreement from and after the date of substitution; provided, however, that Developer shall be obligated to commence the cure of any Affordable Developer Event of Default that (i) constitutes an emergency that threatens public health or safety, or (ii) if left uncured,

would threaten the ability of any replacement Affordable Developer to perform its obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, for the avoidance of doubt, no Event of Default, as included in Section 8.01, by Developer shall authorize or permit the Successor Agency to exercise any remedies against Affordable Developer (separate from any remedies applicable to an Event of Default of Affordable Developer), and Affordable Developer shall have no obligations or liabilities for an Event of Default that is solely by Developer.

(a) Affordable Developer suffers or permits a Transfer to occur that is not expressly allowed under or consented to pursuant to Article 6; or Affordable Developer allows any other person or entity (except Affordable Developer's authorized representatives or as otherwise contemplated by this Agreement or approved in writing by the Successor Agency) to occupy or use all or any part of the Affordable Air Rights Parcel in violation of the provisions of this Agreement;

(b) Affordable Developer does not execute the Air Rights Lease and accept the leasehold interest of the Affordable Air Rights Parcel as and when required by, and subject to all terms and conditions of, this Agreement upon tender by Successor Agency pursuant to this Agreement, and such failure continues for a period of five (5) business days following the date of written notice from Successor Agency;

(c) Affordable Developer is in default under the Successor Agency's Equal Opportunity Program, Attachment 17; provided, however, that any rights to cure and Successor Agency's remedies for any default under the Successor Agency's Equal Opportunity Program shall be only as set forth in the Successor Agency's Equal Opportunity Program, Attachment 17;

(d) Affordable Developer defaults in the performance of or violates any covenant, or any part thereof, set forth in Article 5 but only to the extent such covenants apply to Affordable Developer and the Mid-Rise Affordable Project. The language of this paragraph shall not be construed to limit the right of the Affordable Developer to contest, under the terms of this Agreement, the allegation of default in the performance or violation of any covenant, or any part thereof, set forth in Article 5.

(e) Affordable Developer fails to perform any other agreements or obligations on Affordable Developer's part to be performed under this Agreement, other than Affordable Developer's failure to perform a condition to Close of Escrow under Section 2.07, or a material breach of any representation or warranty made by Affordable Developer.

(f) A material breach of any representation or warranty made by Affordable Developer.

Notwithstanding the foregoing, any act or omission by Affordable Developer that would otherwise constitute an Event of Default under this Section 8.02 that is a direct result of or solely attributable to an act or omission by Developer shall not be an Event of Default by Affordable Developer, and Affordable Developer shall have no liability therefor.

8.03 Remedies of Successor Agency upon the Occurrence of an Event of Default by Developer

Upon the occurrence of an Event of Default by the Developer, the Successor Agency shall have the remedies set forth below.

(a) Termination of Agreement/Retention of Good Faith Deposit

(i) Prior to Close of Escrow. Upon the occurrence of an Event of Default by Developer prior to Close of Escrow, Successor Agency may, in its sole option and as its sole and exclusive remedy, terminate this Agreement and in such case, Developer shall forfeit any right to reimbursement of the Good Faith Deposit and Successor Agency shall be entitled to receive and retain the Good Faith Deposit. For the sake of clarification, Section 8.03(c) shall not be applicable with respect to an Event of Default by Developer prior to Close of Escrow.

(ii) Prior to Commencement of Substantial Construction. Upon occurrence of an Event of Default by Developer after Close of Escrow but prior to Commencement of Substantial Construction, Successor Agency may, in its sole option, terminate this Agreement; in such case, Developer shall forfeit any right to reimbursement of the Good Faith Deposit and Successor Agency shall be entitled to receive and retain the Good Faith Deposit. In addition, Successor Agency shall have the right, under the Grant Deed and subject to the terms of this Agreement, to record a reversionary quitclaim deed, substantially in the form of Attachment 14 hereto (“**Developer’s Quitclaim Deed**”), re-enter and take possession of the Site and the Tehama Parcel, and to terminate (and revert in Successor Agency) the right, title, or interest conveyed by the Grant Deed to Developer, at no cost to Successor Agency (collectively, the “**Successor Agency Power of Termination**”); provided, however, Successor Agency shall provide Developer and Title Company with at least three (3) business days prior written notice of its intention to instruct the Title Company to record Developer’s Quitclaim Deed (which notice shall be in addition to any other notice provided under Section 8.01 above). If Successor Agency exercises the Successor Agency Power of Termination, then (i) Developer shall have no further right, title or interest in or to the Site and the Tehama Parcel and (ii) Successor Agency may record Developer’s Quitclaim Deed and proceed with developing the Site and the Tehama Parcel in accordance with its obligations under the Implementation Agreement and the Transbay Affordable Housing Obligation.

THE PARTIES AGREE THAT SUCCESSOR AGENCY’S ACTUAL DAMAGES, IN THE EVENT OF DEFAULT BY DEVELOPER PRIOR TO COMMENCEMENT OF SUBSTANTIAL CONSTRUCTION, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE AMOUNT DESCRIBED IN THIS SECTION HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES’ REASONABLE ESTIMATE OF SUCCESSOR AGENCY’S DAMAGES AND AS A REMEDY AGAINST DEVELOPER, AT LAW OR IN EQUITY, IN THE EVENT OF DEFAULT COVERED BY THIS SECTION ON THE PART OF DEVELOPER. RETENTION OF SUCH AMOUNT BY SUCCESSOR AGENCY SHALL CONSTITUTE LIQUIDATED DAMAGES TO SUCCESSOR AGENCY PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677.

SUCCESSOR AGENCY: _____ DEVELOPER: _____

If Successor Agency receives and retains the Good Faith Deposit as liquidated damages, exercises the Successor Agency Power of Termination, and receives title to the Site and the Tehama Parcel, free and clear of any obligation to convey the same to Developer, then Successor Agency shall not have the remedy of specific performance.

(b) Specific Performance. Except as provided above in Section 8.03(a) and solely with respect to the rights of Successor Agency after Commencement of Substantial Construction, Successor Agency shall have the right to institute an action for specific performance of the terms of this Agreement or of the Grant Deed to construct the Improvements.

(c) Additional Remedies. Successor Agency shall be entitled to exercise all other remedies at law or in equity, including, without limitation, (i) those provided in the Grant Deed (Attachment 10) and elsewhere in violation of the covenants described in Article 5; (ii) the Delay of Construction Tax Increment Fee described in Section 4.11; (iii) the Delay of Construction CBD Fee described in Section 9.03(a); (iv) the Delay of Construction CFD Fee described in Section 9.03(b); (v) the remedies set forth in the Equal Opportunity Program (Attachment 17); and (vi) the remedies set forth in the Prevailing Wage Provisions.

(d) Retention of Affordable Housing Fee. Termination of this Agreement for any reason prior to the execution of a loan agreement governing the distribution of the Successor Agency Loan shall not affect the Successor Agency's right under the Parcel F development agreement to receive and retain the Affordable Housing Fee to meet the Transbay Affordable Housing Obligation whether on the Site or elsewhere. After the execution of a loan agreement governing the Successor Agency Loan, the provisions of the loan agreement shall determine the Successor Agency's rights concerning the Affordable Housing Fee.

8.04 Remedies of Successor Agency Upon the Occurrence of an Event of Default by the Affordable Developer

Any Event of Default by the Affordable Developer under this Agreement will be considered an Event of Default under any agreements related to the development of the Improvements between the Affordable Developer and the Successor Agency or MOHCD (the "**Associated Documents**"). Accordingly, upon the occurrence of an Event of Default by the Affordable Developer, Successor Agency will be able to exercise all remedies provided for in the Associated Documents. Additionally, upon the occurrence of an uncured Event of Default by the Affordable Developer, and provided Developer has elected not to propose and engage a replacement Affordable Developer in accordance with the provisions of Section 8.02, the Successor Agency may propose a substitute affordable developer. Notwithstanding such approval rights, the Developer must work with the Successor Agency to identify and approve a substitute affordable developer upon the occurrence of an uncured Event of Default by the Affordable Developer in a timely manner so as not to affect the construction schedule and result in a Developer Event of Default.

8.05 Successor Agency Default

The occurrence of any one of the following events or circumstances shall constitute an Event of Default by Successor Agency under this Agreement:

(a) Successor Agency fails to convey the Site to Developer in violation of this Agreement, pursuant to Section 2.09, and such failure continues for a period of ten (10) days following the date of written notice thereof from Developer;

(b) Successor Agency fails to convey the leasehold interest in the Affordable Air Rights Parcel to Affordable Developer as and when required, and on the terms and conditions of, this Agreement, and such failure continues for a period of ten (10) days following the date of written notice thereof from the Affordable Developer; or

(c) Successor Agency fails to perform any other agreements or obligations on Successor Agency's part to be performed under this Agreement, and such failure continues for the period of time for any cure or the expiration of any grace period specified in this Agreement therefor, or if no such time or grace period is specified, within thirty (30) days after the date of written demand by Developer to Successor Agency to perform such agreement or obligation, or, in the case of a default not susceptible of

cure within thirty (30) days, Successor Agency fails promptly to commence to cure such default and thereafter diligently to prosecute such cure to completion within a reasonable time.

8.06 Remedies of Developer and Affordable Developer

For an Event of Default by Successor Agency hereunder, Developer and Affordable Developer shall have the following remedies:

(a) Limitation on Damages. Successor Agency shall not be liable to Developer or Affordable Developer for damages caused by any default by Successor Agency, including general, special, or consequential damages, or to expend money to cure a default by Successor Agency, except as provided in subparagraph (e) below, subject to the limitations contained in subparagraph (d) below.

(b) Right of Termination. For an Event of Default by Successor Agency prior to Close of Escrow, in addition to its other remedies at law and in equity, Developer shall have the right to terminate this Agreement and obtain a prompt return of the Good Faith Deposit, less those amounts to be withheld as provided in Section 1.02.

(c) Other Remedies. Subject to subparagraphs (a), (b) and (d), Developers shall be entitled to exercise all other remedies at law and in equity.

(d) Non-liability of Successor Agency Members, Officials and Employees. No member, official or employee of Successor Agency, the TJPA or City shall be personally liable to Developer or Affordable Developer, or any successor in interest, for any default by Successor Agency, TJPA or City or for any amount which may become due to Developer or successor in interest under the terms of this Agreement.

(e) Successor Agency Liability. If Escrow fails to close due to a failure of a Developer Condition, the Good Faith Deposit shall be returned to Developer, but Successor Agency shall have no liability for money except as provided in this Section 8.06(e).

8.07 Rights and Remedies Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties to this Agreement, whether provided by law, in equity or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such rights or remedies shall not preclude the exercise by such Parties of any other or further rights or remedies for the same or any other default or breach by the other party. No waiver made by either party with respect to the performance, or manner or time thereof, of any obligation of the other party or any condition to its own obligation under this Agreement shall be effective beyond the particular obligation of the other party or condition to its own obligation expressly waived and to the extent thereof, or a waiver in respect to any other rights of the party making the waiver or any other obligations of the other party.

8.08 Force Majeure/Extensions of Time

(a) Force Majeure

(i) In the event of Force Majeure (defined below), neither Successor Agency nor Developer, as the case may be, nor any successor in interest ("**Delayed Party**", as applicable) shall be considered in breach of or default in any obligation or satisfaction of a condition, and provided that the Delayed Party continues to diligently pursue the resumption or completion of construction or other

milestone, as applicable, and otherwise complies with the applicable requirements of this Section 8.08, all applicable dates set forth in the Schedule of Performance and Schedule of Important Project Dates shall automatically be extended for any period of Force Majeure; provided, however, Force Majeure shall apply only if the Delayed Party seeking the benefit of the provisions of this Section has notified the other party in writing no later than ten (10) business days (or 30 calendar days if notice is provided after the Close of Escrow) after learning of the enforced delay, stating the cause or causes thereof and providing an explanation of the delay and evidence of the basis for delay reasonably requested sufficient for the other Party to verify the delay. “**Force Majeure**” for purposes of this Agreement means events that cause enforced delays in the Delayed Party’s performance of its obligations under this Agreement due to one or more of the following causes, to the extent the cause is beyond the Delayed Party’s reasonable control: acts of God or of a public enemy, acts of governmental entities (but not those of Successor Agency with regard to its own acts) including delays in the issuance of any permits required for construction of any of the Improvements, fires, casualties, floods, earthquakes, epidemics, pandemics, quarantine restrictions, freight embargoes, inability to obtain supplies or materials or reasonably acceptable substitute supplies or materials (provided that Developer has ordered such materials on a timely basis), unusually severe weather, unanticipated geotechnical conditions, archeological finds on the Site or the Tehama Parcel that, pursuant to the Mitigation Measures, require delay in construction activity, substantial interruption of work because of labor disputes, administrative appeals, litigation and arbitration (provided that in each such case that the Delayed Party proceeds with commercially reasonable due diligence to resolve any dispute that is the subject of such action), changes in laws, codes or ordinances or in the interpretation thereof, delays of subcontractors due to any of these causes.

(ii) If the delay caused by Force Majeure prior to Close of Escrow extends for more than twelve consecutive (12) months (or such longer period consistent with Section 8.08(b) below), then either Successor Agency or Developer, by written notice to the other, may terminate this Agreement, whereupon the Good Faith Deposit (less those amounts to be withheld as provided in Section 1.02) shall promptly be returned to Developer and the Parties shall have no further liabilities or obligations under this Agreement arising or accruing following such termination.

(b) Inability to Obtain Financing

(i) If Developer is unable, through no fault of its own, to obtain (x) financing on Commercially Reasonable Terms (as defined below) or (y) bond or equivalent financing with respect to the Mid-Rise Affordable Project as a result of the Mid-Rise Affordable Project’s scoring under the then-applicable scoring system used by CDLAC or its successor, provided that the availability of such bond or equivalent financing is based on a competitive process (in contrast to an over-the-counter application) at the time Developer seeks such financing; then Developer may request that Successor Agency extend the Outside Date for Close of Escrow for up to six (6) months (the “**First Extended Closing Date**”) to provide Developer additional time to seek such financing or substitute financing. If Developer is unable to obtain financing described in clauses (x) and (y) immediately above sixty (60) days prior to the First Extended Closing Date, then Developer may request that Successor Agency extend the Outside Date for Close of Escrow for up to an additional six (6) months from the First Extended Closing Date, for a total of twelve (12) months to provide Developer additional time to seek such financing or substitute financing. Upon an extension of the Outside Date for Close of Escrow pursuant to this subsection (i), all applicable dates set forth in the Schedule of Performance and Schedule of Important Project Dates shall automatically be extended for an equivalent period of time. Upon requesting an extension under this Section 8.08(b)(i) and as a condition to the continued validity of the extension, Developer covenants to diligently pursue specified or substitute financing for the entire period of any extension granted hereunder.

(ii) Developer shall provide, for all requests for extensions of the Outside Date for Close of Escrow under this subsection, objective and independent evidence that it is unable, through no

fault of its own, to obtain the financing described in clauses (x) or (y) of Section 8.08(b), as applicable. Developer's extension request are subject to Successor Agency's approval in its reasonable discretion.

(iii) At the request of Developer, during any period of extension of the Outside Date for Close of Escrow pursuant to Section 8.08(b)(i), Successor Agency and Developer shall negotiate, in good faith, changes to the Budget and Scope of Development to reduce Improvements costs and to improve the financeability of the Improvements (*i.e.*, to value engineer the Improvements).

(c) **“Commercially Reasonable Terms”** shall mean, without limitation, (i) non-recourse (except as against the Site and assuming acceptance of standard terms typically required by an institutional lender), (ii) loan-to-cost equal to 65%, and (iii) maximum interest rate of LIBOR + 325 BPS or the equivalent rate associated with SOFR (Secured Overnight Financing Rate) from a reputable construction lender.

(d) Extensions by the Successor Agency Executive Director. If Developer has been unable to perform an obligation listed in the Schedule of Performance on or prior to date that is ten (10) business days prior to the applicable date stated in the Schedule of Performance despite Developer's reasonable and diligent efforts to perform such obligation, then Developer may notify Successor Agency of Developer's impending Event of Default for a failure to meet a date stated in the Schedule of Performance and may request an extension of the applicable date in the Schedule of Performance. Such request shall specify the number of days of extension requested, provided that extensions shall be requested in not less than 60-day increments and shall not exceed an aggregate of six (6) months for a particular date in the Schedule of Performance. Not later than five (5) business days after receipt of such notice, Successor Agency shall approve or disapprove such request, which shall not be unreasonably withheld or conditioned. Additionally, the Successor Agency Executive Director may extend the time for Developers' performance of any term, covenant or conditions of this Agreement or permit the curing of any default upon such terms and conditions as the Successor Agency Executive Director determines appropriate, from time to time, without the necessity for further Commission action, so long as the cumulative extensions of any particular item do not exceed a total of twelve (12) months after the dates established in the original, unextended Schedule of Performance (or, if applicable, Schedule of Important Project Dates). Notwithstanding the fact that Sections 8.08(a)(i) or (ii) above are not satisfied, the Successor Agency Executive Director may, upon approval by the Commission, extend the time for Developers' performance of any term, covenant or conditions of this Agreement or permit the curing of any default upon such terms and conditions as Successor Agency Executive Director determines appropriate, from time to time; provided, however, that any such waiver or extension or permissive curing of any particular default shall not release any of Developers' obligations nor constitute a waiver of Successor Agency's rights with respect to any other term, covenant or condition of this Agreement or any other default in, or breach of, this Agreement.

8.09 Other Rights and Remedies

The rights and remedies provided to Successor Agency and Developer in this Article 8 are in addition to and not in derogation of other rights and remedies found in this Agreement and in the Grant Deed, but not set forth in this Article 8, but in no event shall (i) Successor Agency have any liability for money or to expend money except as provided in Section 8.06(e).

8.10 General

(a) Subject to the limitations thereon contained in this Agreement, either party may institute legal action to cure, correct or remedy any default, or to obtain any other remedy consistent with the terms of this Agreement. Such legal actions shall be instituted in the Superior Court of the City and

County of San Francisco, State of California, and any other appropriate court in that City and County or, if appropriate, in the Federal District Court in San Francisco, California.

(b) In the event that any legal action is commenced by Developer against Successor Agency, service of process on Successor Agency shall be made by any legal service upon the Executive Director of Successor Agency, or its counsel, or in such other manner as may be provided by law. In the event that any legal action is commenced by Successor Agency against either Developer, service of process on Developer, as applicable, shall be made by personal service at the address provided for Section 12.03 or at such other address as shall have been given to Successor Agency by either of the Developers pursuant to Section 12.03 of this Agreement, or in any other manner as may be provided by law, and shall be valid whether made within or without the State of California.

ARTICLE 9 - SPECIAL TERMS, COVENANTS AND CONDITIONS

9.01 Timing of Completion; Mid-Rise Affordable Project.

No Residential Condominium Unit shall be eligible for, and the Developer shall not request that the City issue, a Temporary Certificate of Occupancy (“**Temporary C of O**”) if such Temporary C of O would be issued prior to the City’s issuance of the Temporary C of O for the Mid-Rise Affordable Project.

9.02 Mitigation Measures

Developer agrees that the construction and subsequent operation of all or any part of the Improvements shall be implemented, and otherwise be in accordance with all applicable mitigation measures set forth in the Mitigation Monitoring and Reporting Program (“**MMRP**”) set forth in the Addendum to the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project Final Environmental Impact Statement/Environmental Impact Report dated June 13, 2022 and included as Attachment 21. Prior to the Construction Commencement Date, Developer shall submit a mitigation plan that identifies responsible parties for complying with the requirements of the MMRP and a point of contact responsible for monitoring compliance with the MMRP. After start of construction activities, Developer shall submit quarterly reports to Successor Agency staff documenting compliance with the MMRP. Prior to receiving the CFCO, the applicant shall submit to Successor Agency staff a final report summarizing compliance with the MMRP during construction, including the start and end dates and duration of each construction phase, and all other specific information required in the MMRP. Developers shall provide to the entity, or entities, specified in Attachment 21, any required reports detailing the mitigation measures implemented by Developers and/or their contractors at the Site during demolition and construction of the Improvements until Completion of Construction of the Improvements, and through operation of the Improvements as applicable. These mitigation measures shall be incorporated by Developers into any appropriate contract for the construction or operation of the Improvements.

9.03 Established Districts.

(a) Community Benefit District.

(i) The Site and the Improvements are subject to the East Cut Community Benefit District (“**CBD**”), which was authorized by the Board of Supervisors on July 31, 2015 by Resolution No. 299-15. The CBD will help fund activities and improvements such as community services and maintenance of public improvements in the Transbay Center District to benefit the properties in the CBD, including maintenance of the rooftop park on the Transit Center, for a period of fifteen (15) years.

(ii) If the Completion of Construction does not occur by the dates specified in the Schedule of Performance (as such dates may be extended for Force Majeure), then Developer shall pay the Delay of Construction CBD Fee (as defined below). The “**Delay of Construction CBD Fee**” shall be an amount equal to the estimated CBD assessment amount that otherwise would have been due to the Assessor-Recorder if construction had completed by the dates specified in the Schedule of Performance (as so extended). For the purpose of this Section 9.03(b)(ii)(a)(ii), the “**amount that otherwise would have been due**” shall be the amount that would have been due under the assessments set forth in the Greater Rincon Hill Community Benefit District Management Plan dated July 2015 (“**District Management Plan**”), calculated as if the Improvements were subject to the District Management Plan from, and after, the date of Completion of Construction specified in the Schedule of Performance until the Improvements are subject to the District Management Plan.

(iii) If Developer has the right to vote in the future on renewal of the CBD, or on an amendment to the District Management Plan that would require Developer to pay an increased assessment for the Site and the Improvements that does not exceed the “Fair Share of Costs” (as defined below) attributable to the Site and the Improvements then Developer shall cast its ballot in favor of the CBD. “Fair Share of Costs” shall be as required in Proposition 218, meaning a portion of the costs described in Section 9.03(a)(i) that reflects a fair and equitable allocation of such costs amongst properties within the zone of special benefit of the public improvements in the Transbay District.

(iv) Developer shall pay the Delay of Construction CBD Fee to the TJPA. Developer shall not receive a credit of any kind with the Assessor-Recorder for any payments made pursuant to this Section 9.03(a).

(v) Developer waives and releases any and all rights, claims, losses, injuries, costs, damages, or causes of action that it may have now or in the future to challenge the initial assessment rates of the CBD, provided that the CBD does not require Developer to pay an initial assessment that exceeds the rates stated in Section 9.03(a)(ii). This waiver and release is a general release. Developer is aware of California Civil Code Section 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

TO GIVE FULL FORCE AND EFFECT TO THE ABOVE GENERAL RELEASE, DEVELOPER HEREBY EXPRESSLY, KNOWINGLY, AND VOLUNTARILY WAIVES ALL THE RIGHTS AND BENEFITS OF SECTION 1542 AND ANY OTHER SIMILAR LAW OF ANY JURISDICTION. BY PLACING ITS INITIALS BELOW, DEVELOPER SPECIFICALLY ACKNOWLEDGES AND CONFIRMS THE VALIDITY OF THE RELEASES MADE ABOVE AND THE FACT THAT DEVELOPER WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THE ABOVE RELEASES.

Developer acknowledges the above general release.

(b) Mello-Roos Community Facilities District.

(i) The Improvements (other than the Mid-Rise Affordable Project) are subject to the provisions of the City and County of San Francisco Community Facilities District No. 2014-1 (Transbay Transit Center) (“CFD”), as described in the CFD Rate and Method of Apportionment (“RMA”) attached hereto as Attachment 22. The CFD will help pay the costs of constructing the new Transbay Transit Center, the Downtown Rail Extension, and other infrastructure in the Transit Center District area.

(ii) Prior to and as a condition of Close of Escrow, Developer shall deposit with the Title Company a duly executed and acknowledged “Unanimous Approval of Annexation to a Community Facilities District and Related Matters” form in favor of annexing the Site into the CFD to be dated by the Title Company following recordation of the Grant Deed.

(iii) If the Completion of Construction does not occur by the dates specified in the Schedule of Performance (as such dates may be extended for Force Majeure), then Developer shall pay the Delay of Construction CFD Fee (as defined below). The “**Delay of Construction CFD Fee**” shall be an amount equal to the CFD special tax amount that otherwise would have been due to the Assessor-Recorder if construction had completed by the dates specified in the Schedule of Performance (as so extended) less any special CFD tax amounts actually assessed and paid by Developer. For the purpose of this Section 9.03(b)(iii), the “**amount that otherwise would have been due**” shall be the amount that would have been due under the special tax rates set forth in the RMA, calculated as if the applicable Improvements were subject to the RMA from, and after, the date of Completion of Construction specified in the Schedule of Performance until such Improvements are subject to the CFD.

(iv) Developer shall pay the Delay of Construction CFD Fee to the TJPA. Developer shall not receive a credit of any kind with the Assessor-Recorder for any payments made pursuant to this Section 9.03(b).

(v) Developer waives and releases any rights it may have now or in the future to challenge the legal validity of the CFD or any part of the CFD. This waiver and release is a general release. Developer is aware of California Civil Code Section 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

TO GIVE FULL FORCE AND EFFECT TO THE ABOVE GENERAL RELEASE, DEVELOPER HEREBY EXPRESSLY, KNOWINGLY, AND VOLUNTARILY WAIVES ALL THE RIGHTS AND BENEFITS OF SECTION 1542 AND ANY OTHER SIMILAR LAW OF ANY JURISDICTION. BY PLACING ITS INITIALS BELOW, DEVELOPER SPECIFICALLY ACKNOWLEDGES AND CONFIRMS THE VALIDITY OF THE RELEASES MADE ABOVE AND THE FACT THAT DEVELOPER WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THE ABOVE RELEASES.

Developer acknowledges the above general release

9.04 Affordable Housing Requirements

In addition to the requirements of Section 5.05, the following requirements shall specifically apply to the Affordable Housing Units:

(a) Affordable Housing in Project

The Project shall include no fewer than one hundred five (105) BMR units in the Tower Mixed-Income Rental Project, and no fewer than two hundred two (202) units (including one unrestricted manager's unit) in the Mid-Rise Affordable Project. The Affordable Housing Units will remain as affordable units at the initial level of affordability for the life of the Project consistent with Section 9.04(b) and will be restricted by a recorded declaration in substantially the form of Attachment 19A (the "Declaration of Affordability Restrictions (Tower)") or Attachment 19B (the "**Declaration of Affordability Restrictions (Mid-Rise)**"), as applicable (and collectively or individually, as applicable, referred to herein as the "**Declaration of Affordability Restrictions**"). These Declarations shall (1) be in a first lien position and (2) not be subordinated to any lien or other encumbrance during the term of such restrictions.

(b) Level of Affordability

(i) Mid-Rise Affordable Project. With the exception of one (1) unrestricted manager's unit, all of the residential units in the Mid-Rise Affordable Project shall be BMR units and shall have a distribution of income restrictions such that the cumulative average income restrictions required of all units shall be at a level affordable to households earning on average, at initial occupancy, seventy-three percent (73%) or less of the Area Median Income as published annually by MOHCD for the City and County of San Francisco, derived in part from the income limits and median income determined by HUD for the HUD Metro Fair Market Rent Area that contains San Francisco, adjusted only for household size, but not high housing cost area ("**AMI**"). To achieve this average:

- 20 units or approximately ten percent (10%) shall be affordable to households earning no more than forty percent (40%) of AMI;
- 9 units or approximately four percent (4%) shall be affordable to households earning no more than forty-five percent (45%) of AMI (eight units at this income level must be one-bedroom units);
- 10 units or approximately five percent (5%) shall be affordable households earning no more than fifty percent (50%) of AMI (eight units at this income level must be one-bedroom units);
- 33 units or approximately sixteen percent (16%) shall be affordable to households earning no more than sixty percent (60%) of AMI;
- 39 units or approximately nineteen percent (19%) shall be affordable to households earning no more than seventy percent (70%) of AMI;
- 47 units or approximately twenty-three percent (23%) shall be affordable to households earning no more than eighty percent (80%) of AMI;
- 38 units or approximately nineteen percent (19%) shall be affordable to households earning no more than ninety percent (90%) of AMI;

- 5 units or approximately two percent (2%) shall be affordable to households earning no more than one hundred percent (100%) of AMI; provided, however, that in no event shall this tier of units exceed the then-applicable equivalent of 80% AMI, as published by the California Tax Credit Allocation Committee (“TCAC”).

Notwithstanding the foregoing, Successor Agency shall allow for adjustments to the above AMI levels if either: (1) a market study provided by the Affordable Developer at the time a funding application is submitted to TCAC and/or at the start of the marketing and lease up period shows that the Mid-Rise Affordable Project rents are not at least ten percent (10%) below the then-market rate effective rents; or (2) the Mid-Rise Affordable Project’s construction lender or tax credit investor requires changes due to the tax credit income averaging rules and regulations.

(ii) Tower Mixed-Income Rental Project. At least one hundred five (105) of the residential units within the Tower Mixed-Income Rental Project will be BMR units restricted for affordability at the following AMIs:

- 21 units or approximately twenty percent (20%) shall be affordable to households earning no more than one hundred percent (100%) of AMI;
- 22 units or approximately twenty percent (20%) shall be affordable to households earning no more than one hundred ten percent (110%) of AMI;
- 62 units or approximately sixty percent (60%) shall be affordable to households earning no more than one hundred twenty percent (120%) of AMI.

(iii) The affordability levels of the Mid-Rise Affordable Project units as set forth in this Section 9.04(b) shall be distributed among the unit types detailed in Section 9.04(c) below as proposed by Developer, provided that Successor Agency or its designee shall approve such distribution in its reasonable discretion. Successor Agency or its designee shall approve any material changes to this distribution, and shall not unreasonably withhold approval of changes necessary to comply with tax credit requirements in connection with project financing.

(c) Unit Size, Mix and Location

(i) Affordable Housing Unit Minimum Size. The Affordable Housing Units shall not be less than 400 net square feet for a studio unit, 525 net square feet for a one-bedroom unit, 800 net square feet for a two-bedroom unit, and 1,000 net square feet for a three-bedroom unit.

(ii) Mid-Rise Affordable Housing Unit Mix. Affordable Housing Units in the Mid-Rise Affordable Project shall include a mix of ten percent (10%) three-bedroom units, forty-three percent (43%) two-bedroom units, and thirty-seven percent (37%) one-bedroom units, and ten percent (10%) studio units.

(iii) Tower Mixed-Income Rental Project Affordable Housing Unit Mix. Affordable Housing Units in the Tower Mixed-Income Rental Project shall include a mix of eleven percent (11%) three-bedroom units, thirty-three percent (33%) two-bedroom units, forty-five percent (45%) one-bedroom units, and eleven percent (11%) studio units.

(iv) Tower Mixed-Income Rental Project Distribution. Affordable Housing Units in the Tower Mixed-Income Rental Project shall be distributed on Floors 2-20 (the lower two thirds of the Tower Mixed-Income Rental Project) of the Tower, explicitly as shown in Attachment 23. Successor Agency or its designee shall approve any changes to this distribution in writing.

(d) Comparability and Quality of Units

(i) Average Size and Appliance Comparability; Tower Mixed-Income Rental Project. The average size of Affordable Housing Units in the Tower Mixed-Income Rental Project shall be at least eighty percent (80%) of the average size of the same unit types in market-rate units in the Tower Mixed-Income Rental Project. The specific units and their square footages in satisfaction of this requirement are shown in Attachments 19a and 23. The categories of appliances installed in the Affordable Housing Units in the Tower Mixed-Income Rental Project shall match the categories of appliances installed in the market-rate units. For example, if the market-rate rental units have washer/dryer hook-ups, dishwashers, and refrigerators, then the Tower Project Affordable Housing Units shall have washer/dryer hook-ups, dishwashers, and refrigerators. In no event, however, must the appliances in the Affordable Housing Units be of the same or comparable brands as the appliances in the market-rate units.

(ii) Comparability of Interior Features; Affordable Housing Units. The interior features of the Affordable Housing Units in the Project need not be the same as or equivalent to those in the market-rate units, provided that they are of high quality, durable and are consistent with the then-current standards for new housing, and shall be as specified in Attachment 24, Comparability of Affordable Project Units, which details agreed-upon finishes and specifications for the Affordable Housing Units and which may be modified only by prior written approval by Successor Agency or its designee.

(e) Parking

(i) Required Parking Allocations. Parking for no less than one vehicle per every four units (or fraction thereof) within the Mid-Rise Affordable Project shall be made available to tenants of the Mid-Rise Affordable Project. Any vehicle parking made available to occupants of the Tower Mixed-Income Rental Project shall be made available to the tenants of the Affordable Housing Units at the same vehicle-to-unit ratio made available to the market-rate units in the Tower Mixed-Income Rental Project, as more particularly described in the Inclusionary Manual. Vehicle parking designated for Affordable Housing Units must remain designated for use by Affordable Housing Unit tenants for the life of the Project, subject to the limited exception pursuant to Section 9.04(e)(ii) below.

(ii) Affordable Housing Unit Parking Space Leasing and Rates. Parking shall be made available to residents of the Affordable Housing Units consistent with the Inclusionary Manual, as amended from time to time. The current rates are outlined below. Initial rates and thereafter parking pricing for subsequent re-rental shall adhere to the Inclusionary Manual. Increases following leasing of parking spaces to tenants of the Affordable Housing Units shall be according to the Inclusionary Manual. For the avoidance of doubt, except as expressly provided in the REA with respect to cost sharing, Affordable Housing Developer shall have no responsibility for the parking garage structure operation or maintenance and shall have no right to any revenue therefrom.

(i) For Affordable Housing Units designated at 80% AMI and below, the lesser of \$100 per month or 80% of the Project's average monthly parking rate for market rate vehicle parking;

(ii) For Affordable Housing Units designated at 81% to 110% AMI, the lesser of \$175 or 80% of the Project's average monthly parking rate for market rate vehicle parking;

(iii) For Affordable Housing Units designated at 111% -120% AMI, the lesser of \$250 or 80% of the Project's average monthly parking rate for market rate vehicle parking.

(iii) Developer will follow procedures established in the Inclusionary Manual for offering and pricing leased parking to residents of Affordable Housing Units. Following initial lease-up, and if vehicle parking designated for Affordable Housing Units remain available and there are no Affordable Housing Unit tenants on a waitlist for vehicle parking, Developer may follow procedures established in the Inclusionary Manual to seek approval from MOHCD to lease vehicle parking rights at market rate on a month to-month basis until an Affordable Housing Unit tenant requests vehicle parking designated for use by tenants of Affordable Housing Units.

(f) Marketing and Occupancy Preferences

(i) The initial and subsequent leasing of all Affordable Housing Units will be subject to the marketing obligations described in Attachment 25, Marketing Obligations, which include occupancy preferences for, among others, Certificate of Preference ("COP") holders, Displaced Tenants, Neighborhood Residents, and other targeted populations; provided, however, that such preferences shall not be required to be provided to the extent that granting such preferences will cause the Mid-Rise Affordable Project or the Tower Mixed-Income Rental Project to be in violation of the Fair Housing Act, the requirements of the tax exempt bond law and regulations, the tax credit laws and regulations, and/or regulations for funding through the California Department of Housing and Community Development.

(ii) Certificate of Preference Program Targeting. Developer has prepared a strategy to maximize the number and success of COP holders in securing housing within the Affordable Housing Units ("**COP Enhanced Outreach Strategies**") attached hereto as Attachment 26. Developer shall incorporate the strategies described in Attachment 26 into the early outreach plans for the Mid-Rise Affordable Project and the Tower Mixed-Income Rental Project, as described in Section 9.04(f)(iii) below.

(iii) Early Outreach Plan. No later than thirty (30) days after the Commencement of Substantial Construction, Developer shall deliver for Successor Agency and MOHCD's review and approval early outreach plans for initial marketing of the Affordable Housing Units consistent with Attachment 25 and an early outreach plan for COP holders, inclusive of the strategies described in Attachment 26 (COP Enhanced Outreach Strategies). Developer shall provide a plan for the units in the Mid-Rise Affordable Project and a separate plan for BMR units within the Tower. Developer shall not start the outreach activities until the Successor Agency provides approval of the Early Outreach Plans.

(iv) Marketing Plans. At least nine (9) months prior to first Temporary C of O for a residential unit in the Mid-Rise Affordable Project and the Tower Mixed-Income Rental Project, respectively, Developer shall submit to Successor Agency and MOHCD for their review and approval marketing plans, including written tenant selection plans, for the initial and ongoing leasing of all Affordable Housing Units in accordance with Attachment 25. Developer shall provide a plan for the units in the Mid-Rise Affordable Project and a separate plan for BMR units within the Tower.

(g) Resident Services for the Mid-Rise Affordable Project. The following will be provided for residents within the Mid-Rise Affordable Project:

(i) The Mid-Rise Affordable Project shall be staffed at a ratio of one (1) full time resident services staff member for every one hundred (100) units.

(ii) The services staff will routinely evaluate and provide services that respond to the needs of resident households, including the unique needs of individuals, working families, families

with children, and seniors. Staff will help connect residents to existing services in the neighborhood, at nearby properties operated by the Affordable Developer or their affiliates, and throughout the City, as needed. Funding for services staff shall be provided through the operating budget of the Mid-Rise Affordable Project. The Developer and Affordable Developer will provide a complete resident services plan, that includes services staffing as well as other programs and positions, pursuant to the Schedule of Important Project Dates.

9.05 Mid-Rise Affordable Project Financing.

(a) Deliveries and Compliance. (i) The Developer and Affordable Developer will provide a draft and final development budget, table of sources and uses, and a 20-year operating budget for the Mid-Rise Affordable Project to Successor Agency prior to the Close of Escrow and as reasonably requested by Successor Agency staff to evaluate applications for state and local funding; (ii) Financing for the Mid-Rise Affordable Project must comply with the then-current MOHCD Underwriting Guidelines for multi-family housing projects.

(b) Successor Agency Loan. Upon the closing of Developer's construction financing (meaning closing of all financing evidenced pursuant to Section 2.08), and provided the Developer has paid the Affordable Housing Fee to Successor Agency and obtained all necessary approvals for the disbursement thereof, the Successor Agency shall provide the entirety of the Affordable Housing Fee through one affordable housing loan between the Successor Agency and the Affordable Developer ("**Successor Agency Loan**") to provide a subsidy of up to Forty Six Million Seven Hundred Forty Nine Thousand Nine Hundred Twenty Eight and 46/100 Dollars (\$46,749,928.46) and subject to approval by the Citywide Affordable Housing Loan Committee.

(c) Additional Affordable Housing Subsidy. In addition to the Purchase Price, the Developer shall provide any additional subsidy required to complete the Mid-Rise Affordable Project and maintain its affordability in compliance with Section 9.04(b) above, after all non-Successor Agency funding sources available for affordable housing have been secured by the Affordable Developer. Other than the Successor Agency Loan, there will be no additional subsidy from the Successor Agency or MOHCD; neither the Successor Agency nor MOHCD shall be responsible for any cost over-runs associated with the Mid-Rise Affordable Project. Developers shall cooperate with the Successor Agency to seek Citywide Affordable Housing Loan Committee and Commission approval of the financing plan and the Successor Agency Loan, and shall attend any hearings related to these approvals.

(d) Tax Exempt Bond Financing. If the Developer and Affordable Developer utilize a bond financing structure for the Mid-Rise Affordable Project, bonds must be issued through MOHCD's Multifamily Securities Program. The Developer, with the assistance of the Affordable Developer, will work with Successor Agency staff to submit an application to the California Debt Limit Allocation Committee ("**CDLAC**") for an allocation of tax-exempt bond funding. Successor Agency shall take all actions necessary on its part with respect to preparing and filing the application for the allocation of tax-exempt bonds so that Developer shall at all times be in compliance with the Schedule of Performance. After an allocation is granted by CDLAC, MOHCD will have approximately 180-days from such allocation to issue the tax-exempt bonds. During the period after the allocation of bond volume cap and prior to the expiration of the approximate 180-day period, Developer, Affordable Developer, and Successor Agency staff will work with the Developer and Affordable Developer's counsel, Bond Counsel, a Financial Advisor, and the City Attorney to prepare bond documents which include: a City Regulatory Agreement; Indenture Agreement; and, a Borrower Loan Agreement in "substantially final form." The Board of Supervisors acting for and on behalf of the City, acting through MOHCD, shall adopt an inducement/reimbursement resolution and timely publish notice of and conduct a TEFRA Hearing approving the issuance of the tax exempt bonds and thereafter the City shall issue the bonds. Regardless of the financing structure, the Mid-

Rise Affordable Project will be subject to an affordability restriction, through the recording of a Declaration of Affordability Restriction, that will require the Affordable Housing Units within the Mid-Rise Affordable Project to remain as BMR units at the initial level of affordability (subject to the terms therein) for the life of the Project.

9.06 Streetscape Improvements

(a) Developer shall complete or cause to be completed the design and construction of the Streetscape Improvements, in compliance with the Redevelopment Requirements and all applicable State laws and City ordinances and regulations. Any costs incurred to complete the Streetscape Improvements, including the cost of relocating utilities, shall be the sole responsibility of Developer. As provided in Section 2.02, Developer's obligation under this Section 9.06, and as may be further made a condition of approval of the Permanent Subdivision of the Site, shall include the obligation to construct and thereafter to convey to the City all public improvements on or in the Tehama Parcel as described in the Scope of Development (the "**Tehama Street Public Improvements**"), and fee title to the Tehama Parcel. Developer shall be solely responsible for the costs of constructing the Tehama Street Public Improvements.

(b) For the life of the Project, Developer shall maintain or cause to be maintained the Streetscape Improvements in compliance with the Redevelopment Requirements and all applicable laws of the State of California and the Ordinances and Regulations of the City and County of San Francisco, with the exception of the Tehama Street Public Improvements which shall be maintained by the City as City right of way after the City's acceptance thereof.

9.07 Open Space and Amenities

(a) Developer shall complete or cause to be completed the design and construction of the Public Open Space, Project Open Space and Amenities in accordance with the requirements of this Agreement including the Scope of Development.

(b) Developer shall maintain (or cause to be maintained) the Public Open Space and shall make it available to members of the public for the life of the Project. Prior to and as a condition of its receipt of Certification of Completion, Developer shall ensure compliance with this obligation by executing and recording in the Official Records a declaration encumbering the Site substantially in the form of Attachment 29 (Form of Declaration of Open Space Restrictions and Covenant to Maintain).

(c) Developer shall maintain, or cause to be maintained, the Project Open Space and Amenities, and make them available to residents of the Project, each in accordance with the requirements of the Scope of Development, the Redevelopment Requirements, laws of the State of California and the Ordinances and Regulations of the City and County of San Francisco, and shall include said requirements in the REA or other recorded covenants, conditions and restrictions with respect to the Project.

(d) Ongoing operation and maintenance costs of the Public Open Space, Project Open Space and Amenities may be allocated between the Tower Market-Rate Condominium Project, the Tower Mixed-Income Rental Project and the Mid-Rise Affordable Project as described in Section 9.11, subject to approval by DRE.

(e) Storage spaces shall be unbundled from any specific condominium or rental unit, available at at-cost rates to all condominium and rental residents on a 24-hour and seven day per week basis, and offered on a proportional basis in terms of number of spaces between the market-rate and Affordable Housing Units. Storage spaces assigned to tenants of Affordable Housing Units shall be monitored by MOHCD consistent with the Inclusionary Manual, including but not limited to (i) ensuring that at-cost rates

for tenants of Affordable Housing Units do not exceed the amounts specified in the Inclusionary Manual, and (ii) requiring that the Developer maintain a waitlist of tenants of Affordable Housing Units interested in storage spaces depending on availability.

9.08 Shared Parking Garage

(a) Developer shall complete or cause to be completed the design and construction of the Shared Parking Garage, an approximately 66,496 square foot underground garage. The Parties agree that all parking within the Shared Parking Garage shall be unbundled and that the Shared Parking Garage shall accommodate no more than 275 private vehicles valet-parked and/or parked via stackers, which shall include a minimum of two accessible car share vehicles (unless no car share operator exists in the San Francisco market), and a minimum of 556 secured bicycle parking spaces. The Developer shall operate and maintain (or cause to be operated and maintained) the Shared Parking Garage, consistent with the REA.

(b) The Developer shall be responsible for all costs associated with the design, construction, and operation of the Shared Parking Garage.

(c) Parking shall be unbundled, and shall be no more than one vehicle per residential unit (except to the extent additional spaces are made available pursuant to 9.04(e)(iii)), in accordance with the following criteria:

(i) One vehicle for every unit in the Tower Market-Rate Condominium Project;

(ii) One vehicle for every four units in the Mid-Rise Affordable Project; and

(iii) The remaining vehicle parking allocated proportionally between market-rate and Affordable Housing Units in the Tower Mixed-Income Rental Project.

(d) Bicycle spaces shall be allocated proportionately between the market-rate and the Affordable Housing Units in the Tower Project and Mid-Rise Affordable Project and shall be made available to tenants of Affordable Housing Units free of charge.

(e) The garage door shall remain open during the normal business hours, then operable via call button and/or key-fob after hours. No commuter parking shall be allowed.

9.09 Public Benefit and Community Serving Commercial Uses

(a) All of the ground floor commercial square footage within the Mid-Rise Affordable Project shall be leased, subject to Successor Agency approval, to users that qualify as a “**Community Serving Commercial Use**” or a “**Public Benefit Use**,” as those terms are defined in the Mayor’s Office of Housing and Community Development Commercial Space Underwriting Guidelines (Feb. 2, 2018) (Attachment 27), as amended from time to time, or that meet a comparable standard if MOHCD no longer publishes Commercial Space Underwriting Guidelines (“**Community Commercial Space**”). Qualifying uses under the MOHCD Commercial Guidelines include the following:

(i) “Community Serving Commercial Use” means a land use, typically retail or other sales and services use, that provides a direct benefit to the community, e.g. a food market with affordable and healthy produce and other goods, community banking, or other neighborhood serving uses that have a demonstrated benefit to the residents of the Project; and

(ii) “Public Benefit Use” means a land use, typically programs or services, that primarily benefits low-income persons, is implemented by one or more 501(c)(3) public benefit corporations, and has been identified by the City or community as a priority use. Examples include, but are not limited to, childcare centers, adult day health centers, nonprofit office space, public libraries, supportive services for the residents of the affordable housing development, health clinics that serve the local community at no or low cost, arts-related spaces that provide programs, and classes and/or exhibition spaces available to community members at no or low cost.

(b) The Community Commercial Space will be integrated into the Mid-Rise Affordable Project under the ownership of the Affordable Developer (or by affiliate of Affordable Developer or master lease structure from Affordable Developer to an affiliate of Mercy Housing California as the master tenant). Alternatively, Affordable Developer may seek to obtain a commercial space subdivision (the “**Commercial Subdivision**”) to create a separate legal parcel for the Community Commercial Space, which would be transferred and owned by an affiliate of Mercy Housing California (the “**Commercial Subdivision Owner**”). Prior to establishing either a master lease or a Commercial Subdivision, Affordable Developer will seek Successor Agency approval of the applicable structure. Affordable Developer (or its affiliate or master tenant) or the Commercial Subdivision Owner, as applicable, will be responsible for operating and leasing the Community Commercial Space in accordance with the restrictions specified in this Section 9.09. Revenue generated from the leasing of the Community Commercial Space will be used to pay Community Commercial Space expenses including operating and leasing expenses, service approved debt (if applicable), fund expenses related to shared common operating expenses as established in the REA and/or common area maintenance agreements. Net revenue generated from the leasing of the Community Commercial Space, regardless of the structure (integration with the Mid-Rise Affordable Project, Commercial Subdivision, or master lease), will be used to fund reserves for future capital/tenant improvements for the benefit of the Community Commercial Space. If there is no subdivision, revenue and expenses related to the Community Commercial Space will be incorporated into the operating budget of the Mid-Rise Affordable Project. If the Mid-Rise Affordable Project includes financing from the California Department of Housing and Community Development (“**HCD**”) and there is no subdivision, the Community Commercial Space within the Mid-Rise Affordable Project shall be subject to HCD requirements regarding commercial income.

(c) Declaration of Restrictions. Prior to commencement of the marketing process, if the Community Commercial Space is a separate commercial condominium then the Community Commercial Space will be restricted by a recorded Declaration in substantially the form of Attachment 28 (the “**Declaration of Restrictions for Community Commercial Space**”). The Declaration shall (1) be in a first lien position and (2) not be subordinated to any lien or other encumbrance during the term of such restrictions.

(d) Warm Shell Conditions. Developer shall provide the Community Commercial Space in “**Warm Shell**” condition as defined by the MOHCD Commercial Space Underwriting Guidelines (Attachment 27) as amended from time to time by MOHCD, by the date of temporary certificate of occupancy for the Mid-Rise Affordable Project.

9.10 Transfer Payment

(a) Subject to any applicable requirements of the California Department of Real Estate and California Civil Code section 1098, and prior to the sale of the first Residential Condominium Unit, Developer shall (i) record a declaration and notice applicable to all Condominium Units (“**Transfer Payment Covenant and Notice**”) in the form of Attachment 20, requiring that the transfer of each Residential Condominium Unit shall be subject to a transfer payment equal to 0.5 percent of the market-

rate transfer price (the “**Transfer Payment**”) (ii) demonstrate, to OCII’s satisfaction, that the Transfer Payment Covenant and Notice is noticed and documented in satisfaction of applicable DRE regulations.

(b) Following the initial sale of the Residential Condominium Units by the Developer, each subsequent transfer of a Residential Condominium Unit shall be subject to the Transfer Payment, to be made prior to or commensurate with each and every subsequent transfer of each Residential Condominium Unit.

(c) The Transfer Payment funds shall be used by Successor Agency or its designee for maintenance and replacement costs of publicly accessible open space constructed adjacent to the Project. Developer and its successors and the future owners of all the Project shall have no right to challenge the appropriateness or the amount of any expenditure so long as it is used for maintenance uses.

(d) The provisions of this Section 9.10 shall survive the expiration or termination of this Agreement, and shall constitute covenants and benefits running with the land pursuant to applicable law, including but not limited to California Civil Code Section 1468. The Transfer Payment shall be disclosed in the DRE disclosure packages for the Project.

9.11 Review of Condominium Association Documents.

(a) Developer shall not submit any of the following to California Department of Real Estate (“**DRE**”) for review and approval without providing Successor Agency an opportunity to review and approve: (i) reciprocal easement agreements, (ii) covenants, conditions and restrictions, (iii) Preliminary Public Report Applications; (iv) Conditional Public Report Applications; (v) Final Public report Applications; (vi) Bylaws and Articles of Incorporation, and (vii) budgets for the Master Association and Market-Rate Association, Master Budget. Prior to submitting revisions to any of the above for DRE approval, Developer shall submit same to Successor Agency for its review and approval for consistency with this Agreement. To the extent permitted by DRE, Developer shall list Successor Agency as an interested party to receive all correspondence to the materials submitted to subsections (i) through (iv) above. If not permitted by DRE, then Developer shall, within five (5) business days of receipt, provide to Successor Agency a complete copy of any and all correspondence received from DRE concerning the foregoing listed materials.

(b) Prior to the closing of Developer’s construction financing for the Mid-Rise Affordable Project or effective date of the Air Rights Lease, whichever is sooner, Developers shall cause to be executed and recorded covenants, conditions and restrictions and reciprocal easements (collectively, the “**Reciprocal Easement Agreement**” or “**REA**”) in forms prepared by Developers and approved by the Successor Agency in its reasonable discretion.

(c) OCII, in its capacity as owner of the Affordable Air Rights Parcel, shall be a consent signatory to the REA and shall be provided an opportunity to review and approve the REA as described herein.

(d) The REA shall address, among other things, the following:

(i) Use restrictions and access to open space, amenities, and common areas;

(ii) Maintenance obligations related to the Shared Parking Garage, Streetscape Improvements, Public Open Space, Project Open Space, common areas, and Amenities, among other things;

(iii) Shared expenses for shared maintenance areas between each component of the Project. Among others, expense allocations shall specifically describe Tower Mixed-Income Rental Project and, Tower Market-Rate Condominium Project, and Mid-Rise Affordable Project responsibility and expense sharing for property taxes and insurance for shared maintenance areas, which, for the Mid-Rise Affordable Project, shall escalate at a constant annual rate and which shall not include any future tax reassessments (whether due to a transfer of the Tower Mixed-Income Rental Project or Tower Market-Rate Condominium Project or otherwise), all as further set forth in the Reciprocal Easement Agreement;

(iv) If any Community Commercial Space does not directly connect to the rear or “back-of-house” corridor of the applicable building for direct access to certain services provided through the rear or “back-of-house” corridor of such building to other Commercial Units, such as trash collection or curb delivery service, the means for the provision of such services to that Community Commercial Space, at no additional cost to the affected Community Commercial Space;

(v) Easements;

(vi) The allocation of vehicle spaces within the Shared Parking Garage;

(vii) Membership in the owners’ association and association assessments;

(viii) A methodology to reach agreement about any shared expense increases other than inflationary increases among the Mid-Rise Affordable Project ownership, Tower Mixed-Income Rental Project ownership, and the Tower Market-Rate Condominium Project ownership association; and

(ix) Transfer Payment requirements, among other things.

9.12 Liquidated Damages.

The Delay in Construction Tax Increment Fee, Delay in Construction CBD Fee, and Delay in Construction CFD Fee (collectively “**Delay Fees**”) shall be paid, if due, as liquidated damages to compensate the TJPA and Successor Agency. The Parties agree that, considering all the circumstances on the date of this Agreement, the actual damages suffered by the TJPA and Successor Agency in the event that Completion of Construction fails to timely occur would be difficult or impracticable to determine, and that the Delay Fees are a reasonable estimate of the damages that the TJPA and Successor Agency would incur in such event.

9.13 TJPA Third Party Beneficiary.

The TJPA is an intended third party beneficiary of Sections 4.11, 9.03(a)(ii) and (iv), and 9.03(b)(iii) and (iv) (and those Sections only) with the right to enforce the terms and provisions of those Sections (and those Sections only).

ARTICLE 10 - SUCCESSOR AGENCY EQUAL OPPORTUNITY PROGRAM

Developers will comply with Successor Agency’s Equal Opportunity Program, as described in this Article 10 and in Attachment 17, and will submit all documents required pursuant to the policies included in Attachment 17 (“**Equal Opportunity Program**”) in accordance with the timeframes specified therein.

10.01 Non-Discrimination

Non-Discrimination in Benefits. Developers do not as of the date of this Agreement and will not during the term of this Agreement, in any of their operations in San Francisco or with respect to their operations under this Agreement (i.e., providing services related to the Development project) elsewhere in the United States discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits (collectively “**Core Benefits**”) as well as any benefits other than the Core Benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership had been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Successor Agency’s Non-Discrimination in Contracts and Benefits Policy, adopted September 9, 1997, as amended February 4, 1998 and as set forth in Attachment 17.

10.02 Compliance with Minimum Compensation Policy and Health Care Accountability Policy

(a) Successor Agency finds that it has a significant proprietary interest in the Site that is being transferred to Developer, pursuant to this Agreement. Developers will comply with the applicable provisions of Successor Agency’s Minimum Compensation Policy (“**MCP**”), Attachment 17, and Health Care Accountability Policy (“**HCAP**”), Attachment 17, adopted by Agency Resolution No. 168-2001 on September 25, 2001, as these policies may be amended from time to time (jointly, “**Policies**”). The requirements of the Policies include the following:

(i) the payment of the “Minimum Compensation” specified in MCP Section 3 to all “Covered Employees,” as defined under MCP Section 2.7, who work on the Improvements, who are employed by Developer or any of its subcontractors who enter into an “Included Subcontract” (as defined in Attachment 17).

(ii) the payment of one of the health care benefit options described in HCAP Section 3 as to all “Covered Employees,” as defined under HCAP Section 2.7, who work on the Project, who are employed by Developer or any of its subcontractors who enter into an “Included Subcontract” (as defined in Attachment 17).

10.03 Small Business Enterprise and Workforce Agreements

(a) Developers and Successor Agency acknowledge that the Improvements and the Project will create employment opportunities at all levels, including opportunities for qualified economically disadvantaged small business enterprises, qualified economically disadvantaged Project Area residents and San Francisco residents. In recognition of these opportunities, Developer shall develop and implement the Small Business Enterprise Agreement described in Attachment 17, and the Construction Workforce Agreement described in Attachment 17.

(i) Successor Agency shall rely on the Office of Economic and Workforce Development - CityBuild (“**CityBuild**”) to implement the Construction Workforce Agreement described in Attachment 17, the First Source Hiring Agreement described in Attachment 17, and the Trainee Hiring Goal in the Small Business Enterprise Agreement described in Attachment 17; accordingly, within thirty (30) days after the Effective Date of this Agreement, Developer shall execute an agreement with CityBuild to fund CityBuild’s staff costs for such services, up to a maximum of Two Hundred Fourteen Thousand Nine Hundred Fifty Dollars (\$214,950) of staff costs for every Five Hundred Million Dollars (\$500,000,000) in total Project costs.

10.04 Prevailing Wages (Labor Standards)

(a) Developers agree to pay or cause to be paid prevailing rates of wages in accordance with the requirements set forth in Attachment 17 for construction work done at the Site and Tehama Parcel prior to the issuance of the City's Final Certificate of Occupancy.

10.05 SBE Mentoring and Capacity Building Program

(a) Developer shall finance and, in consultation with the Successor Agency and the Developer's General Contractor, implement a Mentoring and Capacity Building Program ("**Mentoring Program**") specific to the Scope of Development. The program will provide SBE's with directed coaching, educational input, and mentoring from industry experts complementary to the Successor Agency's existing SBE Policy goals in order to build small business capacity. Specific efforts will be made to break up scopes of work to enhance SBE participation.

(b) Program initiatives will consist of:

(i) Providing One Hundred Thousand Dollars (\$100,000) to the Successor Agency for the purpose of conducting a study on the availability, capacity and needs assessment of local SBE contractors to perform on large construction projects, such as the Project. Developer shall provide payment to the Successor Agency or its designee within thirty (30) days after the Effective Date of this Agreement. The Successor Agency will endeavor to complete the study within nine months of the Effective Date of this Agreement, after which the study's findings will be used to inform the Successor Agency, Developers, and Developers' general contractor about their ability to meet the Successor Agency's SBE goal, the level of SBE participation if less than fifty percent, and the means to obtain SBE participation;

(ii) Providing financial assistance by Developer of Twenty-Five Thousand Dollars (\$25,000) per year for three (3) years to the City's Contractor Development Program, or an existing training/ technical assistance program acceptable to the Successor Agency, to assist local SBE contractors to compete and perform work on the Improvements. The Developer shall provide payment for the initial year within thirty (30) days after the Effective Date of this Agreement and annually thereafter;

(iii) Implementation by Developer of a General Contractor selection criteria to ensure General Contractor participation in the City's Mentor-Protégé program (<https://sfgov.org/cmd/cmd-mentor-protége-program-1>), or an equivalent program acceptable to the Successor Agency. The Developer shall provide the selection criteria to the Successor Agency for its review and acknowledgement prior to the Developer's efforts to solicit a General Contractor;

(iv) Developer shall encourage first-tier non-SBE subcontractors to participate in the City's Mentor-Protégé program or similar teaming relationships with SBEs; and

(v) Developer shall work cooperatively with the Successor Agency and ensure best faith efforts are exercised by the General Contractor and its first-tier subcontractors to break up scopes of work for lower-tier small business participation.

ARTICLE 11 - INDEMNITY

11.01 Developer Indemnification

Developer shall indemnify, defend, and hold harmless the Successor Agency, the City, the TJPA and their respective members, officers, agents and employees ("**Indemnified Parties**") from and

against any losses, costs, claims, damages, liabilities and causes of action (including reasonable attorney's fees and court costs) arising out of this Agreement, including with respect to any challenge to the entitlement of Developer to undertake the program described in the Scope of Development, or in any way related to the death of or injury to any person or damage to any property occurring on or adjacent to the Site and directly or indirectly caused by any acts done thereon or any acts or omissions of Developer and their agents, employees or contractors; provided, however, that the foregoing indemnity shall not apply to any losses, costs, claims, damages, liabilities or causes of action (including reasonable attorneys' fees and court costs) to the extent the same arise out of (i) the gross negligence or willful misconduct of the Indemnified Party seeking to be indemnified, or (ii) the breach under this Agreement of an obligation of the Indemnified Party seeking to be indemnified, provided that the Successor Agency may require that the Developer defend the Indemnitee Parties against claims pursuant to this Section until it is established that such claims are not subject to this indemnity requirement so long as provided, the Indemnified Party (or Parties) shall reimburse the Developer such defense costs in proportion to the degree of the negligence or fault of such Indemnified Party (or Parties).

11.02 Affordable Developer Indemnification

Affordable Developer shall indemnify, defend, and hold harmless the Indemnified Parties from and against any losses, costs, claims, damages, liabilities and causes of action (including reasonable attorney's fees and court costs) arising out Affordable Developer's obligations under this Agreement or in any way related to the death of or injury to any person or damage to any property occurring on or adjacent to the Site and directly or indirectly caused by any acts done thereon or any acts or omissions of Affordable Developer and their agents, employees or contractors; provided, however, that the foregoing indemnity shall not apply to any losses, costs, claims, damages, liabilities or causes of action (including reasonable attorneys' fees and court costs) to the extent the same arise out of (i) the gross negligence or willful misconduct of the Indemnified Party seeking to be indemnified, or (ii) the breach under this Agreement of an obligation of the Indemnified Party seeking to be indemnified, provided that the Successor Agency may require that the Affordable Developer defend the Indemnitee Parties against claims pursuant to this Section until it is established that such claims are not subject to this indemnity requirement (so long as provided, the Indemnified Party (or Parties) shall reimburse the Affordable Developer such defense costs in proportion to the degree of the negligence or fault of such Indemnified Party (or Parties).

11.03 Survival

The obligation of Developer, Affordable Developer, or both, under this Article 11 shall survive Successor Agency's recordation of the Certificate of Completion as to any acts or omissions occurring prior to such recordation.

ARTICLE 12 - GENERAL PROVISIONS

12.01 Successor Agency Costs

The Developer shall be responsible for paying any costs associated with this transaction and the Improvements until the Certificate of Completion, as defined in Section 4.13, is recorded, either directly or through reimbursement of any related Successor Agency costs, including, but not limited to, Successor Agency's legal counsel to represent Successor Agency, staffing costs, and third party costs including, but not limited to, title report costs, title insurance premiums and endorsement charges, escrow fees, surveys, environmental review, parcel mapping, lot line adjustments, quiet title actions, permits, inspections, and costs on all matters related to the negotiation and implementation of this Agreement ("**Successor Agency Costs**"). The Successor Agency shall submit quarterly invoices for such costs and Developer shall reimburse Successor Agency for its costs within forty-five (45) days of receiving Successor

Agency invoices. If the Developer fails to pay such invoices with such forty-five (45) day period, then such event will be considered an Event of Default under this Agreement.

12.02 Provisions with Respect to Time Generally

All references in this Agreement to time limitations, including those in the Schedule of Performance and Schedule of Important Project Dates, shall mean such time limitations as they may be extended pursuant to the terms of this Agreement.

12.03 Notices

Any notice, demand or other communication required or permitted to be given under this Agreement by either party to the other party shall be sufficiently given or delivered if transmitted by (i) certified United States mail, postage prepaid, (ii) personal delivery, or (iii) nationally recognized private courier services, in every case addressed as follows:

If to Successor Agency:	Successor Agency to the Redevelopment Agency of the City and County of San Francisco One South Van Ness Avenue, Fifth Floor San Francisco, California 94103 Attention: Executive Director
With copy to:	San Francisco Mayor's Office of Housing and Community Development One South Van Ness Avenue, Fifth Floor San Francisco, California 94103 Attention: Director
If to Affordable Developer:	Mercy Housing California 1256 Market Street San Francisco, CA 94102 Telephone: (415) 355-7100
If to Developer:	F4 Transbay Partners, LLC c/o Hines 101 California Street, Suite 1000 San Francisco, CA 94111 Attn: Cameron Falconer Telephone: (415) 982-6200
With copies to:	Charles J. Higley Farella Braun & Martel LLP Russ Building 235 Montgomery Street 17 th Floor San Francisco, CA 94104 Telephone: (415) 954-4902

Any such notice, demand or other communication transmitted by certified United States mail, postage prepaid, shall be deemed to have been received seventy-two (72) hours after mailing (unless

it is never delivered), and any notice, demand or other communication transmitted by personal delivery, or nationally recognized private courier service shall be deemed to have been given when received by the recipient. Any party may change its address for notices under this Section 12.03 by written notice given to the other party in accordance with the provisions hereof.

12.04 Time of Performance

(a) All dates for performance (including cure) shall expire at 5:00 p.m. (San Francisco, California time) on the performance or cure date.

(b) A performance date which falls on a Saturday, Sunday or Successor Agency or national holiday is automatically extended to the next day which is not a Saturday, Sunday or Successor Agency or national holiday.

(c) Unless otherwise specified, whenever an action is required in response to a submission, request or other communication, the responding party shall respond within fifteen (15) business days.

(d) Time is of the essence with respect to each provision of this Agreement, including each milestone set forth in this Agreement, but subject to all express extension, notice and cure rights in this Agreement.

12.05 Attachments/Recitals

All attachments and recitals to this Agreement are hereby incorporated herein and made a part hereof as if set forth in full.

12.06 Non-Merger in Deed

None of the provisions of this Agreement are intended to, or shall be, merged by reason of any deed transferring title to the Site from Successor Agency to Developer or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

12.07 Headings

Any titles of the several parts and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions. The terms "Paragraph" and "Section" may be used interchangeably.

12.08 Successors and Assigns

This Agreement shall be binding upon and, subject to the provisions of Article 6, shall inure to the benefit of, the successors and assigns of Successor Agency, Developer, Affordable Developer, and any Mortgagee and where the term "Developer", "Affordable Developer", "Successor Agency" or "Mortgagee" is used in this Agreement, it shall mean and include their respective successors and assigns, including as to any Mortgagee, any transferee of such Mortgagee or any successor or assign of such transferee, whether or not the terms "successors and assigns" are used in conjunction therewith, except where the Agreement expressly provides that successors and assigns are not so included.

12.09 Counterparts/Formal Amendment Required

(a) This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.

(b) This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

(c) Any modifications or waiver of any provisions of this Agreement or any amendment thereto shall be done in accordance with the provisions of this Agreement, and shall be made in writing and signed by a person or persons having authority to do so, on behalf of both Successor Agency and Developer.

12.10 Authority of Parties

Successor Agency and Developer each represent and warrant to the other party that this Agreement and all documents and delivered at Close of Escrow: (a) are, or at the time of Close of Escrow will be, duly authorized, executed and delivered by that party; (b) are, or at the time of Close of Escrow will be, legal, valid and binding obligations of that party; and (c) do not, and at the time of Close of Escrow will not, violate any provision of any agreement or judicial order to which that party is a party or to which that party is subject. Notwithstanding anything to the contrary in this Agreement, the foregoing representations and warranties and any and all other representations and warranties of the parties contained herein or in other agreements or documents executed by the parties in connection herewith, shall survive the Close of Escrow.

12.11 Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

12.12 Recordation

Title Company shall cause this Agreement to be recorded in the Official Records at Close of Escrow.

12.13 Estoppels

At the request of any party, the other Parties, within ten (10) days following such request, shall execute and deliver to the requesting Party a written statement in which such other Parties shall certify that this Agreement is in full force and effect; that this Agreement has not been modified or amended (or stating all such modifications and amendments); that no Party is in default under this Agreement (or setting forth any such defaults); that there are not then existing set-offs or defenses against the enforcement of any right or remedy of any Party, or any duty or obligation of the certifying Parties (or setting forth any such set-offs or defenses); and as to such other matters relating to this Agreement as the requesting Party shall reasonably request.

12.14 Attorneys' Fees

In the event that any Party brings a legal action to enforce rights under this Agreement against any other Party, the prevailing Party in any such proceeding will be entitled to recover its reasonable attorneys' fees and costs of the proceeding.

12.15 Further Assurances

Each party agrees to execute and deliver to the other party such additional documents and instruments as the other party reasonably may request in order to fully carry out the purposes and intent of this Agreement.

12.16 No Personal Liability

(a) No member, official or employee of Successor Agency or the City shall be personally liable to Developer or any successor in interest in the event of any default or breach by Successor Agency or for any amount which may become due to Developer or successor or on any obligations under the terms of this Agreement.

(b) No officer, director, member, employee, agent or shareholder of Developer or Affordable Developer shall be personally liable for the performance of Developer's obligations under this Agreement, and neither Successor Agency nor any of its successors and assigns shall seek recourse for enforcement or satisfaction of this Agreement against any general or limited partner, officer, director, member, employee, agent or shareholder of Developer or Affordable Developer. No personal judgment shall be sought or obtained against any of the foregoing in connection with this Agreement. Neither Developer, Affordable Developer nor any of the foregoing parties shall in any circumstance be liable for any consequential damages of any kind or nature.

12.17 Effective Date

The effective date of this Agreement (the "**Effective Date**") and the parties' rights and obligations hereunder shall be the date on which the Plan Amendment becomes effective. Successor Agency shall insert such date into the appropriate locations in this Agreement, but the failure to do so shall not in any way affect the enforceability of this Agreement.

ARTICLE 13 - REFERENCES AND DEFINITIONS

Terms are defined in this Article 13 or have the meanings given them when first defined.

2008 Option Agreement is defined in Recital G.

Additional Purchase Payment is defined in Section 1.01(b).

Affordable Air Rights Parcel is defined in Recital W.

Affordable Developer is defined in Preamble.

Affordable Housing Fee means the \$46,749,928.46 to be paid by Developer to the Successor Agency upon the satisfaction of certain conditions specified in the Parcel F development agreement approved by City Ordinance No. 0042-21, to fund the Successor Agency's obligation to fulfill the Transbay Affordable Housing Obligation.

Affordable Housing Units means income-restricted units in the Tower Mixed-Income Rental Project and the Mid-Rise Affordable Project and is defined in Recital U.

Agreement means this Disposition and Development Agreement.

Amenities mean those things described in items I.A.1.d, I.A.2.f and g, I.B.4 and I.B.5 in Attachment 4 (Scope of Development).

AMI is defined in Section 9.04(b)(i).

Air Rights Lease is defined in Recital X and the form is attached at Attachment 12.

Amount that otherwise would have been due is defined in Section 9.03(b)(ii)9.03(a)9.03(a)(ii) and Section 9.03(b)(iii).

Approved Title Conditions is defined in Section 2.04(a) and specified in Attachment 8, Approved Title Conditions.

Associated Documents is defined in Section 8.04.

Block 4 is defined in Recital M.

Block 4 Option Agreement is defined in Recital R.

BMR means below market rate and is defined in Recital S.

Board of Supervisors means the Board of Supervisors of the City and County of San Francisco and is defined in Recital B.

Bona Fide Institutional Lender means any one or more of, a bank, savings and loan association or savings bank, commercial bank, pension fund, real estate investment trust, investment bank, insurance company, trust company, equity fund, commercial credit corporation, pension plan, pension fund or pension advisory firm or governmental agency, in each case, who customarily makes loans of the type contemplated for the construction of the Improvements and/or permanent financing for the Project and who have in place standard construction disbursement and monitoring systems reasonably satisfactory to Successor Agency.

Budget is defined in Section 2.08(a).

Buyer's Inclusionary Obligation is defined in Recital S.

CDLAC means the California Debt Limit Allocation Committee and is defined in Section 9.05(d).

Caltrans is the California Department of Transportation and is defined in Recital G.

Caltrans Power of Termination is defined in Recital M.

CBD means the Greater Rincon Hill Community Benefit District authorized by the Board of Supervisors on July 31, 2015 by Resolution No. 299-15 and is defined in Section 9.03(a).

CFCO means DBI's Final Certificate of Occupancy for the Improvements and is defined in Section 4.13(a).

CFD means the City and County of San Francisco Transbay Center District Plan Mello-Roos Community Facilities District No. 2014-1 and is defined in Section 9.03(b)(i).

Certificate of Completion is defined in Section 4.13.

Change in the Improvements is defined in Section 5.07.

City means the City and County of San Francisco and is defined in Recital E.

CityBuild means the Office of Economic and Workforce Development – CityBuild and is defined in Section 10.03(a)(i).

Close of Escrow means the consummation of the sale of property contemplated herein in accordance with escrow instructions provided by Developer and Successor Agency and is defined in Section 2.03(a).

Commencement of Substantial Construction is defined in Section 4.08(b).

Commercial Subdivision is defined in Section 9.09(b).

Commercial Subdivision Owner is defined in Section 9.09(b).

Commercial Units have the meaning set out in Recital U.

Commercially Reasonable Terms is defined in Section 8.08(c).

Commission means the Successor Agency Commission, commonly known as the Commission on Community Investment and Infrastructure, the legislative body of the Successor Agency and is defined in Recital H.

Community Commercial Space is defined in Section 9.09(a).

Community Serving Commercial Use is defined in Section 9.09(a) and the MOHCD Commercial Space Underwriting Guidelines Attachment 27.

Completion of Construction means the date on which Successor Agency issues the Certificate of Completion and is defined in Section 4.13(c).

Construction Commencement Date is defined in Section 4.08(a).

Construction Contract is defined in Section 2.08(f).

Cooperative Agreement is defined in Recital G.

COP means Certificate of Preference and is defined in Section 9.04(f)(i).

COP Enhanced Outreach Strategies is defined in 9.04(f)(ii) and Attachment 26.

Core Benefits is defined in Section 10.01.

DBI means the City's Department of Building Inspection and is defined in Section 4.08(b).

DCDG is defined in Recital C.

Declaration of Affordability Restrictions is defined in Section 9.04(a), and collectively or individually, as applicable, references the Declaration of Affordability Restrictions (Tower) in the form attached as Attachment 19A and the Declaration of Affordability Restrictions (Mid-Rise) in the form attached as Attachment 19B.

Declaration of Restrictions for Community Commercial Space is defined in Section 9.09(c).

Declaration of Site Restrictions is defined in Section 2.04(f) and substantially in the form of Attachment 11.

Delay Fees is defined in Section 9.12.

Delayed Party is defined in Section 8.08(a)(i).

Delay of Construction CBD Fee is defined in Section 9.03(a)(ii).

Delay of Construction CFD Fee is defined in Section 9.03(b)(iii).

Delay of Construction Tax Increment Fee is defined in Section 4.11(a).

Developer means F4 Transbay Partners LLC, a Delaware limited liability company.

Developers means both Developer and Affordable Developer.

Developer Affiliate is defined in Section 6.02(a).

Developer Conditions are defined in Section 2.07(a).

Developer's Quitclaim Deed is defined in Section 8.03(a)(ii).

Development Controls is defined in Recital C.

Development Controls Amendment is defined in Recital T.

Development Program is attached as Attachment 5 and defined in Recital W.

District Management Plan is defined in Section 9.03(a)(ii).

DOC (or Determination of Completeness) is defined in Section 4.13(a).

DOF means the State of California Department of Finance and is defined in Recital I.

DRDAP means the Design Review and Document Approvals as defined in Section 4.03(c) and set forth in Attachment 15.

DRE means the California Department of Real Estate and is defined in Section 9.11(a).

Effective Date is defined in Section 12.17.

Environmental Law is defined in Section 3.02(c).

Equal Opportunity Program is defined in Article 10 and set forth in Attachment 17.

Escrow is defined in Section 2.02.

Estimated Tax is defined in Section 4.11(b).

Estimation Process is defined in Section 4.11(b).

Event of Default is defined in Section 8.01 (with respect to Developer) and Section 8.02 (with respect to Affordable Developer).

Evidence of Financing and Project Commitments is defined in Section 2.08.

Exterior is defined in Section 5.07.

Financing Commitment is defined in Section 2.08(d).

Financing Plan is defined in Section 2.08(b).

First Extended Closing Date is defined in Section 8.08(b)(i).

Force Majeure is defined in Section 8.08(a)(i).

Former Agency means the Redevelopment Agency of the City and County of San Francisco and is defined in Recital A.

Good Faith Deposit is defined in Section 1.02.

Grant Deed is defined in Section 2.04(e), the form of which is shown in Attachment 10.

Hazardous Substance is defined in Section 3.02(c).

Hazardous Materials Indemnified Party(ies) is defined in Section 3.02(a).

HCAP means the Health Care Accountability Policy as defined in Section 10.02(a) and set forth in Attachment 17.

HCD is defined in Section 9.09(b).

Implementation Agreement means the Transbay Redevelopment Project Implementation Agreement as further defined in Recital G.

Improvements are generally described in Recital U and more particularly defined by Attachment 4, Scope of Development.

Inclusionary Manual means the MOHCD Inclusionary Affordable Housing Program Monitoring and Procedures Manual, as amended from time to time (or, if in the future the Inclusionary Manual is no longer published, an equivalent policy document).

Indemnified Parties is defined in Section 11.01.

LEED is defined in Recital W.

MCP means Minimum Compensation Policy as defined in Section 10.02(a) and set forth in Attachment 17.

Mentoring Program is defined in Section 10.05(a).

Mercy is the Affordable Developer.

Mid-Rise Affordable Project is generally described in Recital U and more particularly defined in Attachment 4, Scope of Development.

MMRP is defined in Section 9.02.

MOHCD means the Mayor's Office of Housing and Community Development and is defined in Recital X.

Mortgage is defined in Section **Error! Reference source not found.**.

Mortgagee is defined in Section **Error! Reference source not found.**.

Net Tax Increment is defined in Recital J.

Neutral Expert is defined in Section 4.11(b)(ii).

Official Records means the Office of the Recorder of the City and County of San Francisco and is defined in Recital B.

Outside Date for Close of Escrow is defined in Section 2.03(b) and specified in Attachment 7, Schedule of Performance.

Parcel F is defined in Recital P.

Parcel F PSA is defined in Recital P.

Parties means the Successor Agency, the Developer, and the Affordable Developer.

Party Experts is defined in Section 4.11(b)(ii).

PCBs is defined in Section 3.02(c).

Permanent Subdivision of the Site is defined in Recital W.

Permit to Enter is defined in Section 2.06(b).

PIA means public improvement agreement and is defined in Recital Y.

Plan Amendment is defined in Recital T.

Pledge Agreement is defined in Recital E.

PMP means the Successor Agency's Long-Range Property Management Plan and is defined in Recital BB.

Policies means the MCP and HCAP and is defined in Section 10.02(a).

Project is defined in Section 4.13(c).

Project Approval Documents are defined in Attachment 15, DRDAP.

Project Area is defined in Recital A and means the Transbay Redevelopment Project Area.

Project Area Declaration of Restrictions is defined in Recital D.

Project Open Space means all portions of open space provided within the Tower Project or the Mid-Rise Affordable Project.

Public Benefit Use is defined in Section 9.09(a) and the MOHCD Commercial Space Underwriting Guidelines Attachment 27.

Public Open Space is defined in Attachment 4, Scope of Development Section I.D.

Purchase Price is defined in Section 1.01(a).

Qualified Replacement Development Manager is defined in Section 6.02(b)(i).

Reciprocal Easement Agreement or **REA** is defined in Section 9.11(b).

Redevelopment Dissolution Law means AB 26 and AB 1414, as amended from time to time, and is defined in Recital H.

Redevelopment Plan is defined in Recital B.

Redevelopment Requirements are defined in Section 4.04.

Regulatory Agency is defined in Section 4.11.

Release is defined in Section 3.01(d).

Residential Condominium Unit means an individual residential condominium unit or townhouse created within the Tower Market-Rate Condominium Project.

RMA means the CFD Rate and Method of Apportionment as defined in Section 9.03(b)(i) and set forth in Attachment 22.

Schedule of Important Project Dates is attached as Attachment 6. Whenever used in this Agreement, “Schedule of Important Project Dates” shall mean the date(s) specified in the Schedule of Important Project Dates attached hereto as of the Effective Date *plus* any applicable extensions provided in accordance with the provisions of this Agreement (per Section 12.02).

Schedule of Performance is attached as Attachment 7. Whenever used in this Agreement, ‘Schedule of Performance’ shall mean the date(s) specified in the Schedule of Performance attached hereto as of the Effective Date *plus* any applicable extensions provided in accordance with the provisions of this Agreement (per Section 12.02).

Schematic Design Documents is defined in Section 2.07(a)(vi)

Scope of Development is defined in Recital U and attached as Attachment 4.

Shared Parking Garage has the meaning set out in Recital U

Site is defined in Recital M.

Site Legal Description is attached as Attachment 2.

State means the State of California and is defined in Recital E.

Streetscape Improvements are defined in the Scope of Development.

Streetscape Plan means the Transbay Redevelopment Project Area Streetscape and Open Space Concept Plan.

Successor Agency means the Successor Agency to the Redevelopment Agency of the City and County of San Francisco, a public body organized and existing under the laws of the State of California.

Successor Agency Approval is defined in Section 6.02(a).

Successor Agency Conditions are defined in Section 2.07(b).

Successor Agency Costs is defined in Section 12.01.

Successor Agency Loan is defined in Section 9.05(b).

Successor Agency Power of Termination is defined in Section 8.03(a)(ii).

TIFIA is defined in Recital J.

TIFIA Loan is defined in Recital J.

TJPA means the Transbay Joint Powers Authority and is defined in Recital E.

TJPA Bonds is defined in Recital J.

TJPA Bonds Final Maturity Date is defined in Section 5.09(c).

Tehama Parcel is defined in Recital M.

Tehama Street Public Improvements is defined in Section 9.06(a)

Temporary C of O is defined in Section 9.01.

Temporary Terminal is defined in Recital L.

Term is defined in Section 1.04.

Title Company is defined in Section 2.02.

Title Policy is defined in Section 2.04.

Tehama Street Public Improvements is defined in Section 9.06(a).

Tower Market-Rate Condominium Project is generally described in Recital U and more particularly defined in Attachment 4, Scope of Development.

Tower Mixed-Income Rental Project is generally described in Recital U and more particularly defined in Attachment 4, Scope of Development.

Tower Project means the Tower Market-Rate Condominium Project and the Tower Mixed-Income Rental Project.

Townhouses are defined in Attachment 4, Scope of Development.

Transbay Affordable Housing Obligation is defined in Recital F.

Transbay Final and Conclusive Determination is attached as Attachment 1.

Transfer is defined in Section 6.02(a).

Transfer Payment is defined in Section 9.10(a).

Transfer Payment Covenant and Notice is defined in Section 9.10(a).

Transit Center is defined in Recital L.

Warm Shell is defined in Attachment 27.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

Authorized by Successor Agency Resolution No. ____ -
2022, adopted _____, 2022.

AGENCY:

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY AND
COUNTY OF SAN FRANCISCO, a public body
organized and existing under the laws of the State of
California

By: _____
Thurston Kaslofsky
Executive Director

APPROVED AS TO FORM:

By: _____
James B. Morales
General Agency Counsel

MOHCD ACKNOWLEDGEMENT:

MAYOR'S OFFICE OF HOUSING AND
COMMUNITY DEVELOPMENT

By: _____
Eric Shaw
Director

DEVELOPER:

F4 TRANSBAY PARTNERS LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

AFFORDABLE DEVELOPER:

TRANSBAY BLOCK 4 HOUSING
PARTNERSHIP, L.P., a California
limited partnership

BY: _____
NAME: _____
ITS: _____



**Attachments to Exhibit A (DDA) to Resolution No. 22-2022
Meeting of June 21, 2022**

Attachment 1:	<u>Transbay Final and Conclusive Determination</u>
Attachment 2:	<u>Site Legal Description</u>
Attachment 3:	<u>Tehama Parcel Legal Description</u>
Attachment 4:	<u>Scope of Development</u>
Attachment 5:	<u>Development Component Diagram</u>
Attachment 6:	<u>Schedule of Important Project Dates</u>
Attachment 7:	<u>Schedule of Performance</u>
Attachment 8:	<u>Approved Title Conditions</u>
Attachment 9:	<u>Form of Owner's Affidavit</u>
Attachment 10:	<u>Form of Grant Deed</u>
Attachment 11:	<u>Form of Declaration of Site Restrictions</u>
Attachment 12:	<u>Form of Air Rights Lease</u>
Attachment 13:	<u>Permit to Enter</u>
Attachment 14:	<u>Form of Developer's Quitclaim Deed</u>
Attachment 15:	<u>Design Review and Document Approval Procedure</u>
Attachment 16:	<u>Form of Certificate of Completion</u>
Attachment 17:	<u>Successor Agency Equal Opportunity Program (EOP)</u>
Attachment 18:	<u>Insurance Requirements</u>
Attachment 19A:	<u>Form of Declaration of Affordable Restrictions TOWER</u>
Attachment 19B:	<u>Form of Declaration of Affordable Restrictions MID-RISE</u>
Attachment 20:	<u>Form of Declaration and Agreement Imposing Transfer Fee and Covenant Lien</u>
Attachment 20A:	<u>Form Notice of Transfer Payment Covenant</u>
Attachment 21:	<u>Mitigation Measures</u>
Attachment 22:	<u>Rate and Method of Apportionment</u>
Attachment 23:	<u>Tower Mixed Income Project Affordable Housing Unit Distribution</u>

Attachment 24:	<u>Comparability of Affordable Housing</u>
Attachment 25A-D:	<u>Marketing Obligations</u>
Attachment 25A:	<u>Marketing Obligations Early Outreach Plan</u>
Attachment 25-B:	<u>Marketing Obligations Marketing Plan Template Mid-Rise</u>
Attachment 25C:	<u>Marketing Obligations Marketing Plan - Tower BMRs</u>
Attachment 25D:	<u>Marketing Obligations Operational Rules for SF Housing Lotteries</u>
Attachment 26:	<u>COP Enhanced Outreach Strategies</u>
Attachment 27:	<u>MOHCD Commercial Underwriting Guidelines</u>
Attachment 28:	<u>Form of Declaration of Restrictions Community Commercial Space</u>
Attachment 29:	<u>Form of Declaration of Open Space Restrictions and Covenant to Maintain</u>



KEYSER MARSTON ASSOCIATES™

ADVISORS IN PUBLIC/PRIVATE REAL ESTATE DEVELOPMENT

MEMORANDUM

ADVISORS IN:
REAL ESTATE
AFFORDABLE HOUSING
ECONOMIC DEVELOPMENT

BERKELEY
A. JERRY KEYSER
TIMOTHY C. KELLY
DEBBIE M. KERN
DAVID DOEZEMA

LOS ANGELES
KATHLEEN H. HEAD
JAMES A. RABE
GREGORY D. SOO-HOO
KEVIN E. ENGSTROM
JULIE L. ROMNEY
TIM BRETZ

SAN DIEGO
PAUL C. MARRA

To: Marie Munson, Senior Development Specialist
Office of Community Investment and Infrastructure
Successor Agency to the Redevelopment Agency of the City and
County of San Francisco

From: Keyser Marston Associates, Inc.

Date: July 6, 2022

Subject: Transbay Block 4: Section 33433 Land Consideration

Keyser Marston Associates, Inc. (KMA) has prepared this memorandum for the Office of Community Investment and Infrastructure as Successor Agency to the Redevelopment Agency of the City and County of San Francisco (OCII, or Successor Agency) with respect to the consideration being paid to OCII for Transbay Block 4 under section 33433 of the California Health and Safety Code¹. Section 33433 requires the Successor Agency to prepare a report that contains the following:

- The estimated value of the interest to be conveyed or leased, determined at the highest and best uses permitted under the redevelopment plan.
- The estimated value of the interests to be conveyed or leased, determined at the use and with the conditions, covenants, and development costs required by the sale or lease, i.e., the fair reuse value of the site.
- The purchase price or sum of the lease payments that the lessor will be required to make during the term of the lease. If the sale price or total rental amount is less than the fair market value of the interest to be conveyed or leased, determined at the highest and best use consistent with the redevelopment plan, then the Successor Agency shall provide as part of the summary an explanation of the reasons for the difference.

¹ While the subject property was not acquired, directly or indirectly, with tax increment moneys, Section 4.7.2 of the Redevelopment Plan requires, for lands acquired under the 2008 Option Agreement between the Former Redevelopment Agency and the TJPA, an analysis and approval by the Board of Supervisors in accordance with the standards of Health and Safety Code Section 33433.

Section 33433 requires that the resolution approving the sale or lease contain one of the following findings:

1. The consideration is not less than the fair market value at its highest and best use in accordance with the redevelopment plan; or
2. The consideration is not less than the fair reuse value at the use and with the covenants and conditions and development costs authorized by the sale or lease.

Background

The Block 4 development site (site) is an approximately 56,375 square foot parcel in the Transbay Redevelopment Project Area bounded by Howard, Beale, and Main Streets, and extending approximately 205 feet southeast from Howard Street. It is identified by the San Francisco County Assessor as Lot 010 and Lot 011 of Block 3739. The development site is owned by the Successor Agency and will be sold to the Developer (F4 Transbay Partners LLC) as a “sole source sale.” The Developer consists of Hines Urban F4, LLC, as managing member, the Broad Street Principal Investments, LLC and Affiliates as member.

Proposed Development Project

The development program for Block 4 is required to comply with the Redevelopment Plan, the Transbay Development Controls and Design Guidelines, and the terms of a Disposition and Development Agreement (DDA) to be approved by the Successor Agency Commission. In accordance, with these requirements, the Developer is proposing to develop a two-building project atop a ground floor and subterranean podium, constituting approximately 954,431 gross square feet of residential uses with ground-floor commercial and two levels of subterranean parking. The project includes a total of 681 residential units divided between a mixed income tower containing a mix of market rate and affordable units and a midrise building dedicated to affordable housing. The tower will contain both rental and ownership units, with 105 deed-restricted rental units affordable to households earning between 100% and 120% of the Area Median Income, 219 market rate rental units, 135 market rate condos, and 20 market rate townhouses. The midrise affordable project will be constructed within an air space parcel created by Developer and conveyed to OCII, to then be ground leased to the affordable developer for construction of the project, which will contain 201 units affordable to households earning between 40% to 100% of the Area Median Income and one unrestricted manager unit. In total, 45% of the project’s units will be deed-restricted affordable housing units. The project will also include 8,389 square feet of ground floor commercial space, Public Open Space, Project Open Space, and a shared parking garage, providing up to 275 vehicle spaces and 556 spaces for bicycles. As part of the

project, the Developer will extend Tehama Street eastward of Beale Street to Main Street.

The Developer is responsible for securing financing and completing the proposed project. The only financial assistance to be provided to the project by the Successor Agency is the provision of a soft loan of \$46.7 million to fund a portion of the mid-rise affordable housing component. The Developer will provide the funds to OCII to fulfill affordable housing obligations for its development of Parcel F.

As proposed, the development site will be transferred to the Developer. The Developer will then subdivide the properties into at least three parcels, including: (i) an airspace parcel for the mid-rise affordable project ("Air Rights Parcel"); (ii) the portion to be developed as the future Tehama Street right of way ("Tehama Parcel"); and (iii) the remainder of the development site on which to construct the balance of the project. The affordable Air Rights Parcel will be conveyed to OCII, who will then ground lease the parcel to the Affordable Housing Developer². After the Developer improves the Tehama Parcel, the Parcel will be dedicated to the City.

Appraisal Process and Instructions

In accordance with the terms of an amended Option Agreement that was originally executed in 2016, the Developer elected for the purchase price of the development site to be based on an arbitration process in which the buyer and seller each procure appraisals and if the two are not within 10%, a third appraiser is selected to determine which appraisal better represents the fair market value of the site according to jointly established joint appraisal instructions. The Developer retained the appraisal firm of Runde & Partners, Inc. (Runde) and OCII retained the appraisal firm of R. Blum and +Associates (Blum).

This structure provided the parties with the flexibility to negotiate the terms of the DDA (other than the purchase price), including the precise affordable housing and other Developer requirements, and the purchase price would reflect the specific negotiated requirements. The joint appraisal instructions provided detailed direction to the two appraisers regarding the development program, project financing sources (including sources and funding amounts for the mid-rise affordable housing project), project development costs, extraordinary assumptions, and appraisal standards. Of particular note are the following instructions:

² The Affordable Developer is Transbay Block 4 Housing Partnership, L.P, a limited partnership made up of Mercy Housing California (managing general partner), F4 Transbay partners LLC (administrative general partner), and a Low-Income Housing Tax Credit investor limited partner.

1. The appraisal should consider the highest and best land valuation for the proposed program that is reflected in the DDA;
2. The appraisal shall include land residual analysis as one approach to derive the site's market value based on the restricted uses, project design and development costs for the defined project as of September 29, 2023.
3. Twenty-five of the Tower's affordable rental units that are included to satisfy the Developer's affordable housing obligation for a separate project on Parcel F shall be treated as market-rate units for valuation purposes.

Runde and Blum completed their appraisals and their opinion of the prospective market value of the fee simple interest in the development site varied by more than 10%, with Runde concluding a value of \$6 million and Blum concluding a value of a negative \$16 million. In accordance with the terms of the Option Agreement, a neutral appraiser, Gary DeWeese, MAI, was then retained for the purpose to select one or the other of the two appraisals as the most reasonable purchase price for the development site. Mr. DeWeese has selected Runde's final valuation conclusion of \$6 million as the most reasonable purchase price for the subject development site.

Findings and Conclusions

1. *Fair reuse value of Block 4* – The independent appraiser selected the appraisal prepared by Runde as yielding the most reasonable purchase price for the development site. The Runde appraisal determined that the fair market value of the Block 4 development site, subject to the programming requirements outlined in the Appraisal Instructions, Option Agreement, and DDA, as of September 29, 2023, is \$6,000,000. This appraised value represents the fair reuse value of Block 4, assuming the development of the entire project, including the mid-rise affordable housing project, in accordance the terms and conditions contained in the DDA.
2. *Fair market value at highest and best use* – The appraisal prepared by Runde determined that the site's development potential is defined by the DDA and that no other use is permitted for the site. The appraisal determined that the site's highest and best use is either constructing the project in 2023 at the close of escrow or delaying construction of the project until the uncertainties created by Covid-19 subside. Given this conclusion, the appraiser has determined that the site's fair market value at its highest and best use is equivalent to the site's fair reuse value, which is \$6 million.

3. *Consideration to be received relative to Block 4's fair market value at highest and best use* – The Developer of Block 4 will pay a purchase price of \$6 million for the development site. This purchase price is equal to the site's fair market value at highest and best use and the site's fair reuse value as established by the appraisal process contained in the DDA.
4. *Value of Air Rights Parcel for Mid-Rise Affordable Housing Project* – The appraisal prepared by Runde included an evaluation of the value of the mid-rise affordable housing project as part of the evaluation of Block 4 because the Developer is required to complete the mid-rise affordable component, per the DDA. The Runde appraisal determined that: "The Stand-alone 100% affordable component does not contribute value and, in fact, requires the Developer to provide gap funding at over \$27 million." Based on this assessment, there is no additional value attributable to the air rights parcel, and a nominal annual ground lease rent would be appropriate consideration.
5. *Public benefits to be funded by Block 4 Developer* – In addition to purchasing the Block 4 development site for \$6 million and completing the 681-unit project, with 45% of the units being affordable to Very Low to Moderate income households, the Block 4 Developer is required per the DDA to make substantial financial contributions, as follows:
 - Implement the OCII's Small Business Enterprise (SBE) policies, which the Block 4 Developer has estimated will cost \$19.7 million. The specific policies include:
 - Developer to fund approximately \$400,000 of City staff costs to implement First Source Hiring, Trainee Hiring, and Small Business Enterprise programs;
 - Developer to fund and implement a Mentoring and Capacity Building Program to provide SBE's with direct coaching, educational input, and mentoring from industry experts to build small business capacity;
 - Developer to fund \$100,000 to the Successor Agency for the purpose of conducting a study on the availability, capacity and needs of local SBE contractors to perform on large construction projects;
 - Developer to provide \$75,000 of funding for the City's Contractor Development Program;
 - Developer to ensure that the project's General Contractor participates in the City's Mentor-Protégé program;

- Developer shall encourage first-tier non-SBE contractors to participate in the City's Mentor-Protégé program;
 - Developer shall work cooperatively with the Successor Agency and ensure best faith efforts are exercised by the General Contractor and its first-tier subcontractors to break up scopes of work for lower-tier small business participation;
 - Developer to pay or cause to be paid prevailing rates of wages for construction work done at the development site and the Tehama Parcel;
- Provide gap financing for the mid-rise affordable housing project, which is estimated to total \$28 million during the construction period and increase to \$36 million after the construction loan is paid-off;
 - Design and construct the Tehama Street Public Improvements at no cost to the City and convey fee title to the Tehama Parcel to the City and County of San Francisco;
 - Design, and construct all public open space and project open space and amenities identified in the DDA, including the Howard Plaza, Courtyard, and all portions of open space provided within the tower project or the mid-rise affordable project;
 - Provide for the long-term maintenance of the constructed open space;
 - Establish a transfer fee of 0.5% of the price of each market rate condominium at resale to be used solely for the maintenance of the publicly accessible open space adjacent to the Project, and require that all subsequent resales be subject to the same 0.5% transfer fee;
 - Reserve approximately 6,400 square feet of ground floor retail space for community serving or public benefit uses.

In summary, the \$6 million purchase price to be paid by the Developer for the Block 4 development site, including the Air rights Parcel to be created and leased to the Affordable Developer, represents the site's fair market value and fair reuse value given the terms and conditions of the DDA and the specific development program that will be built on the subject site. Therefore, the purchase price is in full compliance with the requirements of Health and Safety Code Section 33433.

Addendum for the Transbay Terminal/Downtown Extension/Redevelopment Project

Final Environmental Impact Statement/Report

May 25, 2006



Transbay Transit Center

URS

In association with
Hatch Mott McDonald & EPC Consultants
Consultants to the Transbay Joint Powers Authority

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TRANSBAY TRANSIT CENTER PROGRAM

Addendum for the Transbay Terminal/Downtown Extension/Redevelopment Project

Final Environmental Impact Statement/Report

May 25, 2006

**Prepared for the
Transbay Joint Powers Authority**

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APPENDIX

**Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project EIS/EIR
Transportation Assessment of Change to Traffic Flow associated with the proposed
Refined Locally Preferred Alternative, Technical Memorandum, Luba C. Wyznyckyj,
February 22, 2006**

1 INTRODUCTION

This addendum to the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project Final Environmental Impact Statement/ Environmental Impact Report (Final EIS/EIR) (SCH #95063004), which was certified in April 2004 and was reaffirmed by the Board of Supervisors on June 15, 2004, has been prepared pursuant to Section 15164 of the California Environmental Quality Act (CEQA) guidelines. The addendum provides an analysis of the environmental impacts that may result from proposed changes to the approved Locally Preferred Alternative (LPA) described and analyzed in the Final EIS/EIR. Each topical area previously examined in the Final EIS/EIR is reviewed and analyzed below with regard to proposed changes to the Transbay Transit Center (TC) Building design and reconstruction. The proposed changes, which are refinements to the LPA (herein identified as the Refined Project), are described in the following subsection.

This addendum addresses the question of whether the proposed changes to the Project would trigger the need for subsequent environmental review pursuant to Public Resources Code 21166 and Section 15162(a) of the CEQA guidelines. The Final EIS/EIR evaluated the following natural resources and urban systems: Land Use/Wind/Shadow, Displacements and Relocations, Socio-economics, Community Facilities and Services/Safety and Security, Parklands/Schools/Religious Institutions, Air Quality, Noise and Vibration, Geology and Seismology, Water Resources and Floodplains, Utilities, Historic and Cultural Resources, Hazardous Materials, Visual and Aesthetics, Transit/Traffic/Parking, and Construction Methods and Impacts. Analysis of cumulative impacts is interwoven in the discussion provided for each topic area. An analysis of each of these topics for the Refined Project is provided below under the Evaluation of Environmental Impacts subsection.

2 DESCRIPTION OF REFINED PROJECT

The Transbay Transit Center (TC) Building component of the LPA consists of a new, multi-modal transit center.¹ The Refined Project consists of the following changes to the conceptual design and construction for the TC Building component of the LPA:

- Reduction in the building height and size;
- Consolidation of bus operations on the AC Transit level;
- Relocating Greyhound operations to the Train Mezzanine level;
- Elimination of one level of bus ramp;
- Improvements in public access and pedestrian circulation at the Ground level;
- Two-phase (Phase 1 and Phase 2) construction process;
- Use of a temporary Greyhound boarding area prior to construction of the permanent boarding facility in Phase 2; and
- Use of a reduced number of piles (caissons) for construction of the Transbay Transit Center Building.

¹ A more detailed description of the Refined Project is provided in the Recommended Program Implementation Strategy, Transbay Joint Powers Authority, February 10, 2006, and the Final Massing Study for the Transit Center Building, Transbay Joint Powers Authority, February 16, 2006.

2.1 Modifications to the Transbay Transit Center Building and Bus Ramp Design

The Transbay Transit Center (TTC) Building would retain the footprint established in the Final EIS/EIR – extending from the west side of Beale Street across Fremont and First Streets to and including the parcels acquired by the Transbay Joint Powers Board (TJPA) at 80 Natoma – but would be reduced in height and size. The reduction in height would be accomplished by removing the top bus level originally planned to serve Greyhound and other miscellaneous bus carriers (Figure 2.1). The specific reduction in the 109-foot roof height and approximately 156 feet to the top of the cone-shaped roof elements presented in the Final EIS/EIR would be determined in final design. Although the TC Building would be extended 100 lineal feet on the west end from what was proposed in the Final EIS/EIR, the total square footage contained within the TC Building would be reduced from approximately 1.1 million gross square feet to approximately 1.0 million gross square feet because of reductions in floor space on the Concourse and Ground level as described below.

The AC Transit (AC) level would then become the building's top level, which would be reduced in width from 165 feet to 155 feet, but would maintain the same number of bus bays and circulation pattern planned as part of the LPA. By eliminating one bus level, the bus ramp linking the TC Building with I-80 (Bay Bridge) could be confined to a single-level structure replacing the two-level, stacked ramp concept described for the LPA. The single-level ramp would be approximately 40 feet above street level and approximately 20 feet lower than the top of the stacked ramp. The suburban and charter bus operations displaced from the upper level would be relocated on the AC level. Greyhound would move to a permanent boarding area on the Train Mezzanine level when the passenger train station is completed in Phase 2.

Located directly below the AC level, the Concourse level would be reduced in area from that described for the LPA. The Refined Project would concentrate retail uses in the central portion of the building above the main public lobby and at the west end of the TC Building on the Ground level and on the Concourse level, creating two-level retail spaces. The reduction in retail space on the Concourse level would allow a more spacious lobby and improved circulation between the Ground level and the Concourse (Figure 2.1).

The Concourse level and Ground level would be reduced in width from 165 feet to approximately 110 feet, allowing adjacent public sidewalks to be widened and more sunlight to penetrate into the center of the TC Building. The actual widths will be established during final design. Space resulting from the redesigned Concourse and Ground levels would be allotted for office lease space, flexible support space, and community use space. In addition, the Ground level would be redesigned to take advantage of the enlarged lobby and expanded exterior sidewalks created by cantilevering the AC level over the main public entryway for the TC Building. Pedestrian access to and from the north side of the Ground level would be from a redesigned public plaza or enclosed winter garden space facing Mission Street. The south side of the Ground level (along Natoma Street) would be configured to accommodate taxi and paratransit drop-offs and pick-ups and to improve pedestrian access to and from the TC Building. A second public lobby area is located on the western side of the TC Building between Minna and Natoma Streets with entrances from First Street. An additional public access point would be provided from the Bus Plaza between Beale and Fremont Streets.

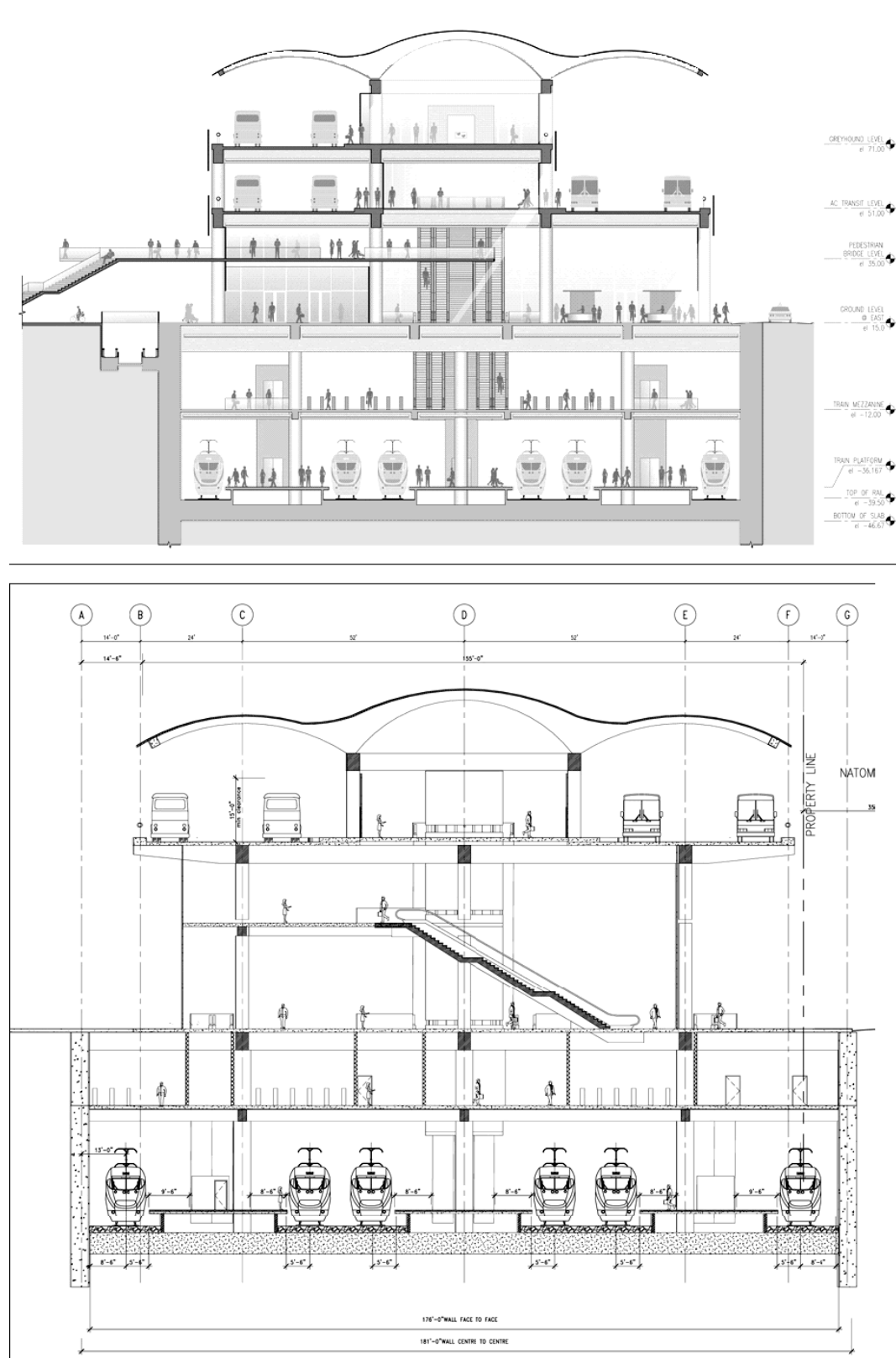


Figure 2.1, Refined LPA

2.1.1 Phased Construction and Refined Construction Methods

All components of the LPA were to be constructed simultaneously in one phase. In the Refined Project, construction activities would be accomplished in two phases. Phase 1 would complete the above-grade (bus operations) portion of the TC Building and provide the structural supports, including drilled caissons and permanent perimeter shoring walls, to allow excavation and completion of the underground train station and mezzanine level in Phase 2 (Figure 2.2, Figure 2.3) Approximately 125 caissons would be used to support the above-grade TC Building, substituting for the nearly 1,000 piers assumed in the original (LPA) construction procedures. In addition, structural steel would replace concrete as the main support element to lighten the structure and to reduce costs.

2.1.2 Temporary Terminal

As described in the Final EIS/EIR (pg. 5-184), the LPA would require construction of a Temporary Terminal that would be used by bus operators during construction of the new Transbay Transit Center. The Temporary Terminal is proposed to be located on two blocks. Under the LPA, the core of the Temporary Terminal would be constructed on the block defined by Main/Beale/Folsom/Howard Streets and would serve primarily AC Transit operations. The curbside areas would serve Muni, Samtrans, and Golden Gate Transit. Greyhound passengers would board and alight at an adjacent terminal across Beale Street between Folsom and Howard Streets. Under the Refined Project, the Temporary Terminal would be used during Phase 1 construction and may be continued for use by Greyhound if Option 2, described below, were selected as the Greyhound interim boarding area prior to Phase 2 construction.

2.1.3 Greyhound Temporary and Permanent Boarding Areas

The two-phase construction schedule would delay Greyhound's move to a permanent boarding area on the Train Mezzanine level until Phase 2 construction is completed. The Refined Project would, therefore, require Greyhound to operate at an interim boarding location until Phase 2 is finished. Three temporary locations are being considered for the Greyhound interim boarding location: 1) the AC level of the Terminal; 2) the Temporary Terminal; or 3) the western end of the TC Building on the Ground level. These options are described below.

2.1.3.1 Option 1: Temporarily Relocating Greyhound to the AC Level

Relocating Greyhound operations to the AC Transit level in Phase 1 is the preferred option if sufficient capacity is available to accommodate AC Transit, Greyhound, and other bus operators using the Transbay Transit Center. An operational and capacity analysis will be conducted to confirm this assumption. Access to and from the TC Building would still be via the bus ramp connecting with I-80 or through bus storage link ramps linking the TC Building with the bus storage area at Third Street and Stillman Street, as described in the Final EIS/EIR.

2.1.3.2 Option 2: Remaining for an Extended Period at the Temporary Terminal until Phase 2 is Complete.

Greyhound operations at the Temporary Terminal could be located on the block bounded by Folsom, Beale and Fremont Streets, as described in the Final EIS/EIR (pg. 5-184), and would remain there until Greyhound's permanent boarding area in the Terminal Train Mezzanine level is finished. Alternatively, Greyhound could be temporarily located on the block bounded by

Folsom, Main, Beale and Howard Streets where AC Transit and other bus carriers would operate until Phase 1 is completed (Figure 2.4 illustrates these alternative locations). A customer waiting and ticket area would be constructed for Greyhound in the center of the block. This structure would either be torn down when Greyhound moves to its permanent boarding area within the TC Building or reused as a park pavilion for the planned park in the middle of this block. To make room for Greyhound operations on this block, some AC Transit buses would move across the street to the block bounded by Folsom, Beale and Fremont Streets.

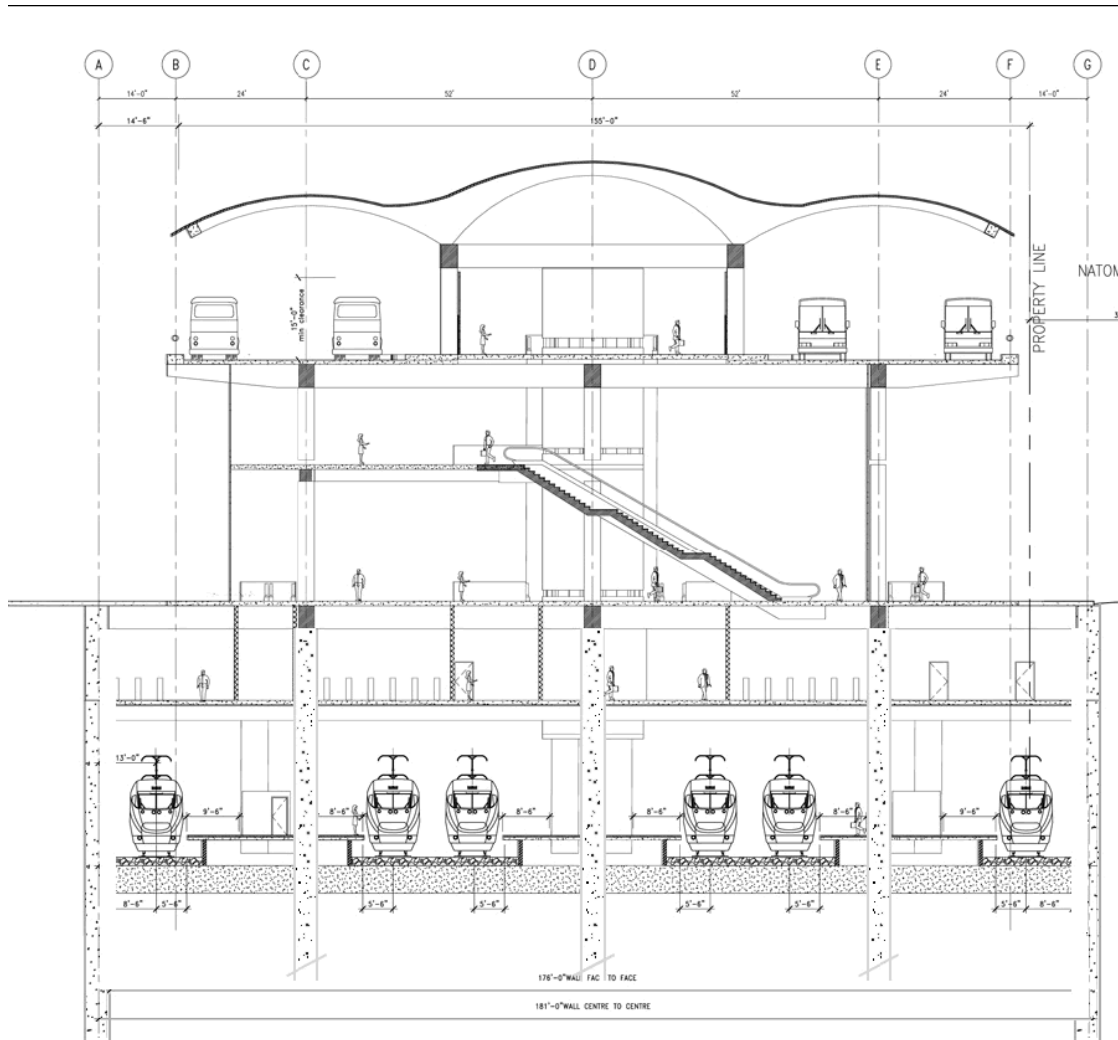


Figure 2.2, Phase 1 – Above-Grade Building



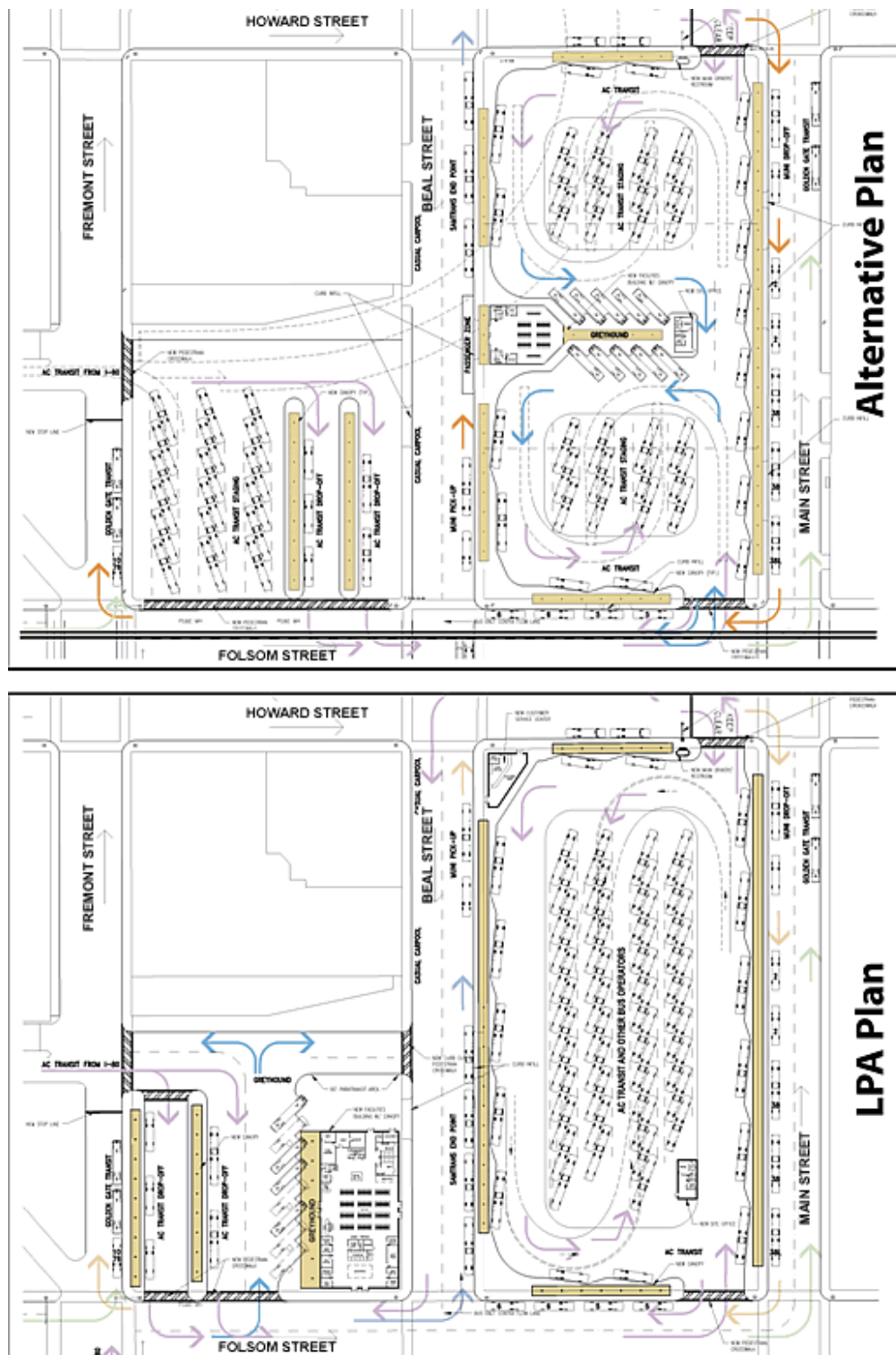


Figure 2.4, Greyhound at the Temporary Terminal - Interim Location

In Option 2, buses traveling from the I-80 off-ramp at Fremont Street could either enter the two blocks of the Temporary Terminal from Folsom Street or enter the block between Fremont and Beale Streets directly from the Fremont Street off-ramp by crossing Fremont Street at the foot of the ramp (Figure 2.4, Greyhound at the Temporary Terminal – Interim Location: LPA PLAN). Northbound through-traffic on Fremont Street would be controlled by a stoplight or stop sign at the foot of the Fremont Street off-ramp to ensure safe movement of buses into the Temporary Terminal. As indicated in Figure 2.4, Greyhound at the Temporary Terminal – Interim Location: Alternative Plan, the street segments of Beale Street between Folsom and Howard Streets, and Main Street between Folsom and Howard Streets, would be converted to two-way traffic operation to allow bus loading zones and curbside public access at the Temporary Terminal. The contra-flow bus-only lane established on Folsom Street extending from Main Street to Essex Street and passing adjacent to the Temporary Terminal would remain as described in the LPA. These elements of the project design would allow bus circulation and bus stops to be placed on all four sides of the Temporary Terminal. Circulation patterns established for the Temporary Terminal would be modified for two-way operation consistent with Design for Development guidelines in the Transbay Redevelopment Plan.

2.1.3.3 Option 3: Temporarily Relocating Greyhound to the Western End of the Transit Center on the Ground Level.

Relocating Greyhound operations to the western end of the Terminal at street level would require creation of a dedicated boarding area on Natoma Street as indicated in Figure 2.5. Natoma Street operates as a one-way eastbound alley. Buses would enter Natoma Street from westbound Howard Street via a new driveway, and would leave Natoma Street and enter First Street southbound at a signal-free intersection. In this option, buses would travel to the I-80 on-ramp via First Street and from the I-80 off-ramp via Fremont and Howard Streets. Selection of Option 3 would require that proposed Ground level retail and pedestrian sidewalk improvements at the western end of the TC Building would be deferred until Phase 2.

After Phase 2 construction is completed, Greyhound would relocate to a permanent boarding area on the Train Mezzanine level of the TC Building. A two-way bus driveway ramp would be constructed on Howard Street 250 feet east of the intersection with Second Street to allow Greyhound buses to enter the underground boarding area (Figure 2.6). The two-way ramp, used exclusively by Greyhound, would be aligned directly below or adjacent to the overhead bus ramp that provides access at the AC Transit level, passing under Natoma Street before entering the TC Building. Greyhound customer service, public waiting and ticketing area would be located on the Ground level, one level above the boarding area. Stairs, escalators, and an elevator would provide access from the Ground level waiting area to the Greyhound boarding area below.

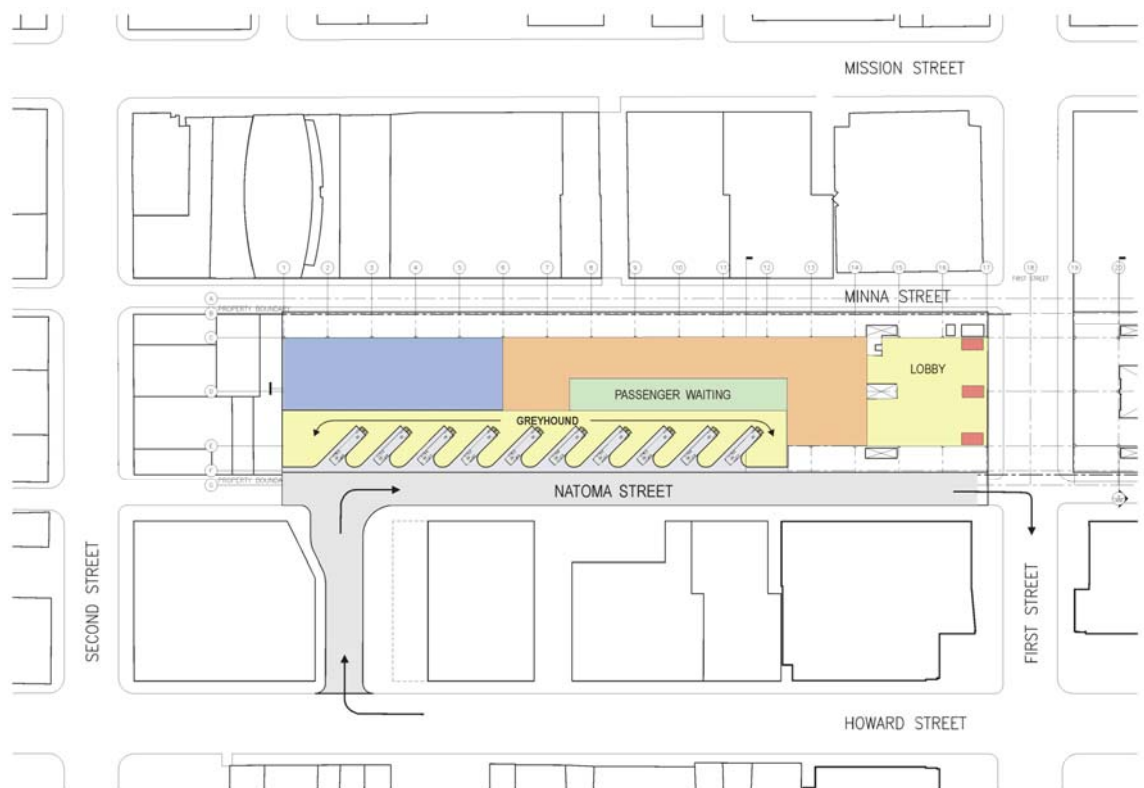


Figure 2.5, Greyhound at the West End of the Transit Center Building- Interim Location



Figure 2.6, Greyhound Permanent Boarding Area Plan and Connector Ramp

3 EVALUATION OF ENVIRONMENTAL IMPACTS DUE TO THE PROPOSED CHANGES IN THE PROJECT**3.1 Land Use/Wind/Shadow**

The Refined Project would continue to provide the beneficial land use impacts described in the Final EIS/EIR (pg. 5-2), including an intensification of land uses, freeing land for development, and enhanced pedestrian circulation in the area. The beneficial impacts would extend to creating a more vibrant and cohesive neighborhood, which is consistent with the San Francisco Planning Department and Redevelopment Agency plans, policies, and guidelines for the area (Final EIS/EIR pg. 5-12 and 5-13). Although the Refined Project would reduce the height of the TC Building, the decrease in height is not sufficient to reduce shadow and wind impacts identified for the LPA, because multiple high-rise buildings would be built on the surrounding blocks under both the LPA and the Refined Project.

3.2 Displacements and Relocations

The Final EIS/EIR (pg. 5-25, Figure 5.2-3) identified 564 Howard Street as property to be acquired for construction of the TC Building and associated bus ramps, however, that property was inadvertently omitted from Table 5.2-1 (pg. 5-22) and Table 5.2-5 (pg. 5-33). The displacements and relocations required for the Transbay Transit Center Building component of the LPA are discussed in the Final EIS/EIR on pages 5-22 to 5-26. The modified TC Building and associated bus ramps would continue to require the acquisition of the property at 564 Howard Street; therefore, the text of the Final EIS/EIR is hereby corrected in this addendum as shown in Table 3.2 below.

Table 3.2, Property Acquisitions for the Transbay Transit Center Refined Project

Block	Lot	Address
Full Acquisitions		
3721	19	564 Howard Street
3721	45A	70 Natoma Street
3721	46	78-80 Natoma Street
3721	53	81 Minna Street
3721	54	65 Minna Street
3736	74	57 Tehama Street
3736	88	60 Tehama Street
3739	2	Vacant Lot on Main Street
3739	6	272 Main Street
3739	4 and 7	200 Folsom Street
Partial Acquisitions		
3721	16	546 Howard Street (northeast corner)
3719	17	101-129 Fremont Street (southern portion of the parcel)

The building located at 564 Howard Street, which was constructed in 1907, has been modified substantially over the years. Regarding this building, the San Francisco Planning Department determined the following:

In 1996 the California Office of Historic Preservation assigned 562-564 Howard Street a 6Y National Register (NR) Code (Determined ineligible for NR by consensus through Section 106 process-not evaluated for California Register (CR) or Local Listing) in 1996. According to the Planning Department's CEQA Review Procedures for Historic Resources the property is considered to be Category C, "Property Determined to not be historical resources." As a result of this categorization the subject property does not qualify for California Register or Local Listing.²

The building at 564 Howard Street is not located in a Historic District nor is it eligible to be listed as a National Historic Resource.³ There is currently one business, a professional office, in 564 Howard that would be displaced under both the LPA and the Refined Project. No other uses occupy the building. Because 564 Howard Street was inadvertently omitted from Table 5.2-5 on pg. 5-33 of the Final EIS/EIR, the number of offices displaced by either the LPA as reported in the Final EIS/EIR, which would remain unchanged under the Refined Project, is hereby corrected to be 10 rather than nine. The mitigation measures identified for displacement and relocation in the Final EIS/EIR (pg. 5-34), which have been adopted and incorporated into the Project, also would reduce this displacement to a less-than-significant level.

3.3 Socio-economics

While economic and social changes resulting from a project impact are not considered significant effects on the environment pursuant to CEQA, the following update of the discussion in the Final EIS/EIR is provided for informational purposes. The Final EIS/EIR (pg. 5-35) identified potential beneficial socio-economic impacts because of the increased activity and economic vitality generated by the LPA. Although retail uses in the TC Building would be somewhat reduced under the Refined Project, the overall beneficial socio-economic effects of the entire project, including the extensive development proposed under the Transbay Redevelopment Plan, would remain.

3.4 Community Facilities and Services/Safety and Security

The community facility and service impacts identified in the Final EIS/EIR (pg. 5-37 to 5-42) resulting from increased activity and uses in the Transbay Transit Center Redevelopment Area would not be substantially altered for the Refined Project, although the Refined Project includes a somewhat smaller Transit Center Building facility than the LPA. Design guidelines for lighting, pedestrian walkways, and corridor sight lines incorporated into the Transbay Transit Center design to enhance Safety and Security (Final EIS/EIR, pg. 5-122) would also be applicable to the Refined Project. The Final EIS/EIR found that no additional staff or public service capacity would be required to respond to emergencies in the study area. Since the Refined Project would somewhat reduce the scale and uses of the reconstructed TC Building and maintain the remainder of the LPA components, no new public facility, community service, or safety and security impacts would be expected under the Refined Project.

² Mark Luellen, Preservation Coordinator, San Francisco Planning Department, January 6, 2006

³ Historic Architectural Survey Report for the Transbay Terminal/Caltrain Downtown Extension Project, JRP Consulting Services, Davis, California, October 25, 2001.

3.5 Parklands/Schools/Religious Institutions

The Final EIS/EIR (pg. 5-44 and 5-45) concluded that no long-term adverse impacts on parklands, schools, and religious institutions would occur in the study area. The Refined Project, which incorporates a lower Transit Center Building, would not alter this finding. If Greyhound remains at the Temporary Terminal until Phase 2 construction is completed, establishment of the park proposed for the midblock area on the Temporary Terminal site between Main and Beale Streets, which is a benefit of the LPA, would occur later in time. This would be a temporary and less than significant impact.

3.6 Air Quality

Although the Transit Center Building would be reduced in size and the Downtown Extension would be phased such that construction of the underground rail extension and station would occur after the bus terminal and ramps are completed, the level of transit service and future patronage at the Transit Center would remain as described for the LPA in the Final EIS/EIR (pg. 5-54). As a result, transit's share of the regional mode split and the reduction in vehicle miles traveled would remain the same under the Refined Project. Therefore, the Refined Project would accrue the same air quality benefits over the 20-year planning period as the LPA, and would not create any new or increased impacts on air quality. Like the LPA, the Refined Project would conform with State Implementation Plan goals.

3.7 Noise and Vibration

The Final EIS/EIR (pg. 5-74) found no long-term noise impacts associated with the LPA except at the Bus Storage areas. Potential vibration impacts from underground train operations were identified (Final EIS/EIR pg. 5-75 and 5-76). Mitigation measures adopted and incorporated into the LPA would reduce the impacts due to vibration to a less-than-significant level. Under the Refined Project, the project components generating noise and vibration impacts would remain, and the adopted mitigation measures would have the same effectiveness in reducing impacts to a less-than-significant level.⁴ No new long-term noise and vibration impacts would be created by the proposed refinements to the Transbay Transit Center design.

3.8 Geology and Seismology

Under the Refined Project, the modified structural design and construction methods for the Transit Center Building would be effective in minimizing risk from seismic events and geologic conditions in the construction area, particularly during the excavation and construction of the underground train station during Phase 2.⁵ No geologic or seismic impacts would occur due to the proposed refinements to the Transbay Transit Center design.

3.9 Water Resources and Floodplains

No long-term impacts on Water Resources or Floodplains were identified in the Final EIS/EIR (pg. 5-80 and 5-81) for the Project. The Refined Project, which is the same as the LPA except for the size and construction phasing of the Transbay Transit Center, would not change this conclusion.

⁴ Hugh Saurenman, ATS Consulting, Phone Conversation, February 22, 2006.

⁵ Loring Wylie, Degenkolb Engineers, Phone Conversation, February 22, 2006.

3.10 Utilities

The Final EIS/EIR (pg. 5-81) concluded that the LPA would not substantially increase the demand for energy or water, thereby requiring expansion of power or water facilities. A smaller Transbay Transit Center facility with reduced retail space may slightly reduce the overall water and energy consumption due to the LPA. Construction of the Refined Project would affect sewer, water, and communications lines in the same manner as disclosed in the Final EIS/EIR (pg. 5-81 to 5-83) for the LPA because the construction envelope would be the same. Phasing may delay, but not reduce, the utility impacts associated with construction of the rail extension. As indicated in the Final EIS/EIR, pg. 5-82, LPA construction activities will require utilities to be avoided, relocated, and/or supported to prevent damage to utility systems and to minimize disruption and degradation of utility service to local customers. Coordination efforts with affected utility providers will focus on identifying potential conflicts, planning utility reroutes, and formulating strategies for overcoming problems that may arise. These procedures apply to the Refined Project as well. No new or substantially increased significant impacts on utilities would occur due to the change in the Transbay Transit Center design.

3.11 Historic and Cultural Resources

The construction of the LPA may uncover archaeological resources. The Refined Project would be constructed within the same footprint and Area of Potential Effect (APE) as the LPA, and would have the same possibility of unearthing these resources. The procedures for recovering buried resources identified in the Memorandum of Understanding among the co-lead agencies, State Historic Preservation Officer (SHPO), and the Department of the Interior would also apply to the Refined Project (refer to pg. 5-86 to 5-89 of the Final EIS/EIR). The historic structures that would be demolished to construct the LPA and identified in the Final EIS/EIR (pg. 5-92 to 5-107) include the existing Transbay Terminal and Bay Bridge Connector ramps, which have been designated as National Historic Resources. Although the Refined Project would reduce the size of the Transit Center Building, construction of the Refined Project also would require demolition of these historic resources because the APE and construction envelope for the TC Building would be the same as for the LPA. For both the LPA and the Refined Project, the demolition of historic resources would result in significant and unavoidable impacts.

3.12 Hazardous Materials

Hazardous materials would be used to fuel and clean train equipment located in the Caltrain storage yard near Fourth and Townsend Streets (Final EIS/EIR, pg. 5-111). In addition, demolition of existing buildings and construction of new facilities may expose construction workers to hazardous materials. Handling of these hazardous materials would be in conformance with California OSHA (Occupational Safety and Health Administration) and local (Maher Ordinance) guidelines and procedures. The potential to encounter hazardous materials would be the same for the Refined Project and the LPA. By following appropriate procedures, impacts from hazardous materials would be reduced to a less-than-significant level.

3.13 Visual and Aesthetics

The visual changes associated with the LPA, such as the demolition of the existing Transbay Terminal and bus ramps, would also occur under the Refined Project. The design of the reconstructed Transit Center would be contemporary and a point of visual interest. Under both the LPA and the Revised Project, the ramps would be reduced in scale and, as such, would be less visually intrusive than what currently exists. In addition, under both the LPA and the Refined Project, the Transbay Redevelopment Plan would alter the visual landscape by allowing substantial mid-rise and high-rise development in the study area and creating parks and pedestrian walkways where none currently exist. The Final EIS/EIR (pg. 5-120) concludes that although the proposed new development would alter the aesthetic nature of the area, the added visual features are common to a built-up urban area and, by following the Redevelopment Area's Design for Development guidelines, they could enhance the visual quality of the study area, which would be a beneficial impact. The Refined Project would maintain these changes to the visual and aesthetic landscape, producing the same visual and aesthetic benefits. In addition, the Refined Project would improve the visual and aesthetic quality of the LPA by: 1) reducing the size and height of the Transit Center Building; 2) narrowing the width of the Concourse and Ground level to allow expansion of the sidewalks and public plaza area as well as greater penetration of sunlight into the interior space; and 3) eliminating the second level of the bus ramps connecting to I-80.

3.14 Energy

The Final EIS/EIR (pg. 5-126) found that the increased energy consumption required for the new Transbay Transit Center, underground rail facilities, expanded transit operation, and the increased uses under Transbay Redevelopment Plan would be somewhat offset by the diminished auto use and by the sustainable design elements incorporated into the Project. As a result, the Final EIS/EIR (pg. 5-126) concluded that no energy mitigation measures would be required. The Refined Project would also entail the same energy requirements and offsets, which would be further diminished by the reduced size of the Transit Center Building and the reduction in retail uses inside the Transit Center Building. Therefore, the conclusion that no energy mitigation measures would be required for the LPA would also apply to the Refined Project.

3.15 Transit/Traffic/Parking

The Final EIS/EIR (pg. 5-142 and 5-143) found that cumulative, adverse and unmitigated traffic impacts would occur at seven intersections in the study area. Under the Refined Project, these significant and unavoidable traffic impacts would be unchanged because most of the projected traffic volume in the study area would result from the level of development proposed in the Transbay Redevelopment Project. Mitigation measures adopted and incorporated into the Project, such as having developers of Redevelopment Area properties contribute to the City's new Integrated Management System program and Intelligent Transportation System infrastructure components, would apply to the Refined Project as well.

Upon project completion, cumulative pedestrian volumes would be the same for the LPA and Refined Project, and mitigation measures adopted and incorporated into the LPA (Final EIS/EIR, pg. 5-157) that would alleviate pedestrian impacts would apply to the Refined Project. The Refined Project would improve pedestrian circulation compared to the LPA because it would create expanded sidewalks and improve public access to and public spaces within the

Transit Center. There would be no change in parking supply due to the proposed refinements to the Transbay Transit Center design. In any event, this is not considered a significant impact under the City's applicable transportation policies.

Under the Refined Project, Greyhound would have a permanent boarding area established in the Train Mezzanine level of the new Transit Center. The underground Train Mezzanine and Station area would not be completed until Phase 2. As a result, Greyhound would need an interim boarding location. Three options for the interim boarding area are included in the Refined Project. Two of the proposed interim boarding options - the Temporary Terminal (Option 2) and Natoma Street along the West End of the Transit Center (Option 3) - would produce eight additional peak hour bus trips on City streets that do not occur under the LPA. Temporarily relocating Greyhound to the AC Transit level in Phase 1 (Option 1) would not produce any additional trips on City streets since Greyhound would use the Transit Center bus ramps to access I-80. The traffic analysis for the Temporary Terminal (Option 2 in the Refined Project) presented on page 5-184 through page 5-186 in the Final EIS/EIR indicated that intersections located between the Temporary Terminal and the Bay Bridge on-ramps would operate satisfactorily except at First/Folsom and Essex/Harrison Streets, which are projected to operate at Level of Service (LOS) F with or without bus trips from the Temporary Terminal. The Final EIS/EIR concluded that bus trips operating from the Temporary Terminal and passing through First/Folsom and Essex/Harrison would not create a cumulatively considerable contribution to the intersections' congestion. This conclusion would apply to the Refined Project as well. The eight additional Greyhound trips passing through these intersections in Options 2 and 3 would occur after operations for the other bus carriers at the Temporary Terminal have ceased and have been relocated to the Terminal at the end of Phase 1, thereby removing these bus trips from congested intersections.⁶

After Phase 2 is completed, Greyhound would access its permanent boarding area in the Terminal via a new driveway located on Howard Street 250 feet east of Second Street and used exclusively by Greyhound buses. An analysis of Greyhound operation along Howard Street found that the addition of eight peak hour inbound and outbound Greyhound trips during the afternoon peak would not affect the movement of traffic along Howard Street nor substantially affect operations (projected to operate at LOS D under 2020 cumulative conditions) at the intersection of Second/Howard Streets.⁷ In addition, the analysis found that Greyhound buses turning into and out of the Transit Center Building via the access driveway would not result in significant impacts to bicyclists using a bicycle lane on the north side of Howard Street because the number of Greyhound trips entering and exiting the Transit Center would be minimal. As a result, no new or substantially increased significant impacts on transit, traffic, or parking would occur due to the change in Transit Center design.

3.16 Construction Methods and Impacts

As stated in the Refined Project description, Transit Center construction would occur in two phases. The extended construction period would require mitigation measures identified in the Final EIS/EIR (pg. 5-184 to pg. 5-222), which have been adopted and incorporated into the LPA,

⁶ Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project EIS/EIR Transportation Assessment of Change to Traffic Flow associated with the proposed Refined Locally Preferred Alternative, Technical Memorandum, Luba C. Wyznyckyj, February 22, 2006.

⁷ *ibid*

to be applied over a longer period of time under the Refined Project. They would remain effective in mitigating construction impacts to a less-than-significant level.

To lighten the Transit Center structure and reduce costs, the Refined Project would employ alternative construction techniques for the building's foundation and structural support system. Instead of using a grid of 1,000 piles to provide the support structure for the Transit Center, approximately 125 caissons would be required. The caissons would be drilled during the first phase of construction. Any residual construction-related noise and vibration impacts on above-ground Transit Center uses, which would have resumed operation in the new Transit Center during Phase 2 construction, would be effectively mitigated as indicated in the Final EIS/EIR (pg. 5-206 to 5-214).⁸ Permanent perimeter shoring walls used to support subsequent excavation and build-out of the underground train station would be installed in Phase 1. As indicated in Geology and Seismology above, the refined structural support system would minimize risk from seismic events or geologic impacts during both phases of construction.

Hauling of excavation materials, as well as delivery and staging of construction materials, would occur as indicated in the Final EIS/EIR, with the train station construction occurring in tandem with the construction of the underground rail alignment from Fourth and Townsend Streets. By phasing rail construction, project staging areas and hauling routes would need to be maintained for a longer period of time under the Refined Project. This could delay development of the parcels used for construction staging, which is a benefit of the LPA, until Phase 2 construction is completed. Mitigation measures that require identifying truck routes and temporary street detours (Final EIS/EIR pg. 5-192 to 5-200), which were previously adopted and incorporated into the LPA, would mitigate hauling and construction-related access and circulation impacts to a less-than-significant level and would also apply to the Refined Project.

4 ENVIRONMENTAL FINDINGS

Based on the above information and analysis, the proposed revisions to the LPA (Refined Project) would not trigger the need for subsequent environmental review pursuant to Public Resources Code section 21166 and Section 15162 of CEQA Guidelines. The proposed changes in the Refined Project would not require major revisions of the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project Final Environmental Impact Statement/ Environmental Impact Report (FEIS/EIR) due to new or substantially increased significant environmental effects; no substantial changes have occurred with respect to the circumstances under which the Refined Project would be undertaken that would require major revisions of the FEIS/EIR due to new or substantially increased significant effects; and there has been no discovery of new information of substantial importance that would trigger or require major revisions of the FEIS/EIR due to new or substantially increased significant effects. In addition to the benefits that would be provided by the approved Project, the proposed Refined Project would provide the following environmentally beneficial effects:

- Reduced height and size of the building
- Reduced height and visual intrusion of the connecting bus ramp with I-80
- Expanded adjacent sidewalks and public access, including improved access for taxi and paratransit services
- Greater penetration of sunlight into the interior of the Transit Center Building

⁸ Hugh Saurenman, ATS Consulting, Phone Conversation, February 22, 2006.

- Increased customer service and public waiting areas in the western end of the Transit Center Building

5 REFERENCES

Final Massing Study for the Transit Center Building, Transbay Joint Powers Authority, February 16, 2006.

Historic Architectural Survey Report for the Transbay Terminal/Caltrain Downtown Extension Project, JRP Consulting Services, Davis, California, October 25, 2001.

Luellen, Mark. Preservation Coordinator. San Francisco Planning Department, January 6, 2006.

Recommended Program Implementation Strategy. Transbay Joint Powers Authority, February 10, 2006.

Saurenman, Hugh. ATS Consulting, Phone Conversation, February 22, 2006.

Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project Final Environmental Impact Statement/ Environmental Impact Report and Section 4(f) Evaluation (SCH #95063004), March 2004.

Wylie, Loring. Degenkolb Engineers, Phone Conversation, February 22, 2006.

Wyznyckyj, Luba C. Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project EIS/EIR Transportation Assessment of Change to Traffic Flow associated with the proposed Refined Locally Preferred Alternative, Technical Memorandum, February 22, 2006.

Appendix

Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project EIS/EIR Transportation Assessment of Change to Traffic Flow associated with the proposed Refined Locally Preferred Alternative Technical Memorandum

Memo

To: Mark Weisman, URS

From: Luba C. Wyznyckyj

Date: March 7, 2006

Re: Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project EIS/EIR
Transportation Assessment of Changes to Traffic Flow associated with the proposed
Refined Locally Preferred Alternative

1. INTRODUCTION

This memorandum presents an assessment of the changes to vehicular traffic flow associated with the Refined Locally Preferred Alternative (RLPA) under consideration for adoption by the Transbay Joint Powers Authority (TJPA), within the context of the transportation analysis conducted for the *Transbay Terminal/Caltrain Downtown Extension/ Redevelopment Project Final EIS/EIR*, March 2004 (Case No. 2000.048E). The Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project is referred to in this memorandum as the “Transbay Project”. The changes include elimination of the top level of the planned Transbay Transit Center building (TC Building). Greyhound bus operations would be relocated to a permanent location at the west end of the below-grade Train Mezzanine level of the TC Building. Other paratransit and private bus operators planned to use the top level of the TC Building would be relocated to the AC Transit level and share space with AC Transit.

The transportation analysis in the *Final EIS/EIR* assumed that the Greyhound and miscellaneous bus operators would be located on the top level of the TC Building and would have direct access to the building from elevated bus ramps connecting with I-80. Access to the bus ramps from surface streets would be via the Bus Storage Facility Link Ramp at the new bus storage area, located at Third Street and Stillman Street. These ramps would be used by Greyhound, paratransit and private operators’ buses traveling to and from U.S. 101 northbound and southbound via I-80, which would require travel via the I-80 ramps and surface streets.

The TJPA is also considering adopting a program implementation strategy that would phase construction of the TC Building in two major phases. Phase 1 would include the above-grade portion of the TC Building. Construction of the below-grade portion of the TC Building that would house the Train Station and Greyhound bus operations area would occur in Phase 2. Until the completion of Phase 2 construction, Greyhound would continue operations at a temporary location.

This memorandum assesses the potential impacts of the relocation of the Greyhound operations for Phase 1 conditions, during which time only the above-grade bus terminal structure is constructed and occupied, and for Phase 2 conditions, when the above-grade terminal and below-grade rail terminal are both constructed and occupied.

Upon completion of Phase 2, Greyhound would move to the permanent boarding area located to the west end of the train mezzanine level, below the ground floor public customer service waiting and ticketing areas (See attached drawings A100 Refined LPA Illustrative Site Plan, and A101 Refined LPA Train Platform and Mezzanine Level Plans).

2. PROJECTED GREYHOUND BUS ACTIVITY

Projections of Greyhound activity during the weekday PM peak hour was based on *New Transbay Terminal Building Program Update, Section 6.0 Space Needs and Functional Requirements*. During the PM peak hour, there are projected to be a total of 111 inbound and 333 outbound passenger trips, results in a total of 444 passenger trips to and from the terminal. Assuming an average of 40 passengers per bus, there would be a maximum of 8 inbound and 8 outbound bus trips entering and exiting the terminal during the weekday PM peak hour.

3. PHASE 1 GREYHOUND OPERATIONS

The *Final EIS/EIR* assumed that the Temporary Terminal would be in operation for approximately five years while the new TC Building is under construction. When the new TC Building begins operation it was assumed that all bus operations at the Temporary Terminal would relocate to the TC Building, and the Temporary Terminal would be demolished.

Under the RLPA currently under consideration, following construction of Phase 1 all bus operators would relocate to the TC Building, with the possible exception of Greyhound. Under Phase 1 of the RLPA three location options are being considered for temporary Greyhound operations until a permanent location for Greyhound is constructed in Phase 2, including:

- A) Greyhound Remaining for an extended period at the Temporary Terminal,
- B) Relocating Greyhound to the AC Transit level in Phase 1 with scheduled sharing of bus berths with AC Transit, and
- C) Relocating Greyhound to the western end of Phase 1 of the new TC Building at the ground floor level.

3.1 Relocating to the AC Transit Level

Relocating Greyhound operations to the AC Transit level in Phase 1 would not result in substantial changes to Greyhound bus operations or access as proposed in the *Final EIS/EIR*. Access to and from the Transbay Terminal Center building would still be via the ramps connecting with I-80 or through Bus Storage Link Ramps through the bus storage area at Third Street and Stillman Street, as anticipated in the certified *Final EIS/EIR*.

3.2 Remaining for an Extended Period at the Temporary Terminal until Phase 2 is complete
The *Final EIS/EIR* included a discussion of the construction impacts associated with the Transbay Project, which included the analysis the impact of the temporary terminal operations on the intersections in the vicinity of the temporary terminal. This analysis assumed that all buses using the existing Transbay Terminal would use local streets to gain access to their specified temporary terminals.

Two options for location of Greyhound operations at the Temporary Terminal are under consideration. Drawing A132 shows the option that would locate the Greyhound operations on Assessors Block 3738, bounded by Folsom, Beale and Fremont Streets, referenced in Figure 2.2.8 of the *Final EIS/EIR*. Drawing A142 shows another option currently under study that would locate Greyhound on Assessors Block 3739, bounded by Folsom, Main, Beale and Howard streets. To make room for Greyhound on this block, some AC Transit buses would move across the street to the block bounded by Folsom, Beale and Fremont Streets.

Drawing A413 shows an enlarged partial site plan of the concept shown in Drawing A142, with Greyhound operations on the center of Assessors Block 3739, with passenger access on Beale Street. Location of Greyhound as shown in Drawing A413 would be preferred if Greyhound would need to continue operations at the Temporary Terminal until Phase 2 is complete.

The street segment of Beale Street between Folsom and Howard Streets, and Main Street between Folsom and Howard Streets, would be converted to two-way traffic to allow bus loading zones and curbside public access at the Temporary Terminal. The contra-flow bus-only lane established on Folsom Street extending from Main Street to Essex Street and passing adjacent to the Temporary Terminal would remain as originally planned in the *Final EIS/EIR*. The contra-flow bus-only lanes would allow bus circulation and passenger bus stops on all four sides of the Temporary Terminal.

Access to the temporary terminal would be through Folsom and Howard streets for the option shown in Drawing A413, and from Folsom, Fremont and Beale streets for the option shown in Drawing A132. The analysis in the *Final EIS/EIR* assumed the provision of a westbound contra-flow lane on Folsom Street to serve primarily AC Transit and Greyhound buses traveling from the Temporary Terminal to the eastbound I-80 on-ramps at First and Essex streets. The intersection analyses for PM peak hour operations indicated that, in general, intersection operating conditions with the temporary terminal operations would be acceptable, except at the intersections of First/Folsom and Essex/Harrison which would operate at LOS F without and with the bus trips. It was determined that the traffic generated by the temporary terminal operations would not represent a considerable contribution to operations under existing conditions, and that there would be no significant traffic impacts at these intersections.

If Greyhound operations were to remain at the temporary terminal currently proposed for Greyhound operations for an extended period, the 8 inbound and 8 outbound bus trips during the PM peak hour would not substantially affect traffic operations. The number of Greyhound bus trips would be substantially fewer than the total number of bus trips analyzed in the *Final*

EIS/EIR for temporary terminal operations, and therefore the conclusion that there would be no severe traffic impacts would remain.

3.3 Temporarily Relocating Greyhound to the Western End of the Terminal at the Ground Floor Level

Under this option, Greyhound temporary operations during Phase 1 would be relocated to a dedicated curb area on Natoma Street as shown in Drawing A213. Natoma Street operates as a one-way eastbound alley, and buses would access Natoma Street from westbound Howard Street via a new driveway, and would leave Natoma Street to access First Street southbound at an unsignalized intersection. In this option, buses would travel to the I-80 on-ramp via First Street, and from the I-80 off-ramp via Fremont and Howard Streets.

As indicated above, the addition of 8 inbound and 8 outbound bus trips to the surface streets is not anticipated to contribute to significant worsening of operating conditions at nearby study intersections. It is likely that Greyhound buses would travel through intersections that would operate poorly (e.g., the intersection of First/Folsom Street to access I-80 eastbound), but the vehicle contribution would be minimal and the bus operations would not adversely affect traffic operating conditions.

4. PHASE 2 GREYHOUND OPERATIONS

The transportation analysis included in the *Final EIS/EIR* was conducted for future year 2020 conditions. As indicated in the *Final EIS/EIR*, the San Francisco County Transportation Authority (SFCTA) countywide travel demand forecasting model (SFCTA Model) was used to develop the travel forecasts for development and growth through the year 2020 in the region, as well as to determine the travel demand to and from the South of Market area (area roughly bounded by The Embarcadero, Market Street, South Van Ness Avenue and King Street).

The traffic impact analysis for the Transbay Project analyzed 27 study intersections in the South of Market area. Under 2020 Baseline plus Project and 2020 Cumulative conditions, the Transbay Project's contribution was considered significant at seven of the 27 study intersections. While improvements at individual intersections may reduce localized congestion somewhat, they may not mitigate operating conditions to less than significant levels. As a result of constraints at downstream intersections and the I-80/U.S. 101 on-ramps and mainline, mitigation measures for the seven intersections were not proposed and the impacts associated with the Transbay Project were considered significant and unavoidable.

Table 1 presents the year 2020 Cumulative operating conditions at intersections in the immediate vicinity of the Transbay Transit Center, and indicates whether that Transbay Project was determined to contribute to the significant adverse impacts at intersections operating at LOS E or LOS F conditions. Of the 13 study intersections in the vicinity of the Transbay Transit Center (and through which Greyhound buses may travel), 9 intersections would operate at LOS E or LOS F conditions, and the Transbay Project was determined to contribute to significant cumulative impacts at 4 of the 9 intersections.

Table 1 2020 Cumulative Conditions – Weekday PM Peak Hour Intersection Operating Conditions and Project Impact Determinations		
Study Intersection	Avg Delay per Vehicle / LOS	Project Impact Determination
Second/Mission	31.6 / D	–
First/Mission	> 60 / F	Significant Impact
Fremont/Mission	30.5 / D	–
Second/Howard	27.3 / D	–
First/Howard	> 60 / F	Significant Impact
Fremont/Howard	42.4 / E	Significant Impact
Second/Folsom	> 60 / F	Significant Impact
First/Folsom	> 60 / F	Not a Significant Impact
Fremont/Folsom	26.8 / D	–
Second/Harrison	> 60 / F	Not a Significant Impact
Essex/Harrison	> 60 / F	Not a Significant Impact
First/Harrison	> 60 / F	Not a Significant Impact
Fremont/Harrison	> 60 / F	Not a Significant Impact

Source: *Transbay Terminal/Caltrain Downtown Extension/ Redevelopment Project Final EIS/EIR*, March 2004 (Tables 5.19-3 and 5.19-4).

Under proposed Phase 2 operations, Greyhound buses would use surface streets to travel between the terminal at the train mezzanine level and either I-80 or U.S. 101, and would travel through some intersections identified above that would operate at LOS E or LOS F, and to which the Transbay Project was determined to contribute to significant impacts. The distribution of buses using I-80 versus U.S. 101 is not known. Buses accessing the driveway on Howard Street would travel from either the I-80 westbound off-ramp at Fremont Street, or from the I-80 eastbound (U.S. 101 northbound) off-ramp at the intersection of Fourth/Bryant. Buses traveling to the site from the different freeway off-ramps would use different streets, however, all inbound buses would travel through the intersection of Fremont/Howard which would operate at LOS E under 2020 Cumulative conditions, and which the Transbay Project would adversely impact. The addition of up to 8 bus trips through these intersections during the PM peak hour would not substantially change the results of the intersection LOS analysis in the *Final EIS/EIR*.

Howard Street between First and Second Streets contains four westbound travel lanes, and the intersection of Howard/Second is projected to operate at LOS D during the 2020 Cumulative weekday PM peak hour conditions. As noted above, up to 8 inbound bus trips would travel westbound on Howard Street and turn right into the driveway connecting to the below-grade Greyhound operations area within the TC Building. The arrival of 8 buses during the PM peak hour would not result in substantial queuing into the driveway, as this driveway would only serve Greyhound buses.

Buses leaving the terminal would be required to turn right onto Howard Street westbound. The driveway would be located about 250 feet east of the intersection of Second/Howard, which

would provide a sufficient merge distance for buses continuing westbound on Howard Street or turning left onto Second Street southbound. The addition of up to 8 outbound bus trips during the PM peak hour would not substantially affect operations at the intersection of Second/Howard (projected to operate at LOS D under 2020 Cumulative conditions), and would not substantially increase traffic volumes at intersections operating at LOS E or F under the 2020 Cumulative conditions.

It should be noted that a bicycle lane is located on the north side of Howard Street, and the new driveway access would increase the potential for conflicts between bicyclists and buses. The driveway would only serve Greyhound operations, which would therefore limit the potential for increased conflicts, and Greyhound operations on Howard Street would not result in significant impacts to bicyclists.

**Second Addendum to the
Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project
Final Environmental Impact Statement/Environmental Impact Report
(SCH #95063004)**

In April 2004, the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project FEIS/EIR (SCH #95063004) was certified by the City and County of San Francisco, the Peninsula Corridor Joint Powers Board, and the San Francisco Redevelopment Agency. A first addendum to the FEIS/EIR (dated May 25, 2006) was adopted by the TJPA Board on June 2, 2006 pursuant to the Section 15164 of the Guidelines implementing the California Environmental Quality Act (CEQA), Public Resources Code sections 21000 *et seq.*² This document constitutes the second addendum to the FEIS/EIR pursuant to the Guidelines, Section 15164.

The proposed Refined LPA (RLPA) for the Caltrain Downtown Extension (DTX) Project (hereinafter, "DTX RLPA") (shown in Figure 1 attached hereto) consists of the following changes to the LPA:

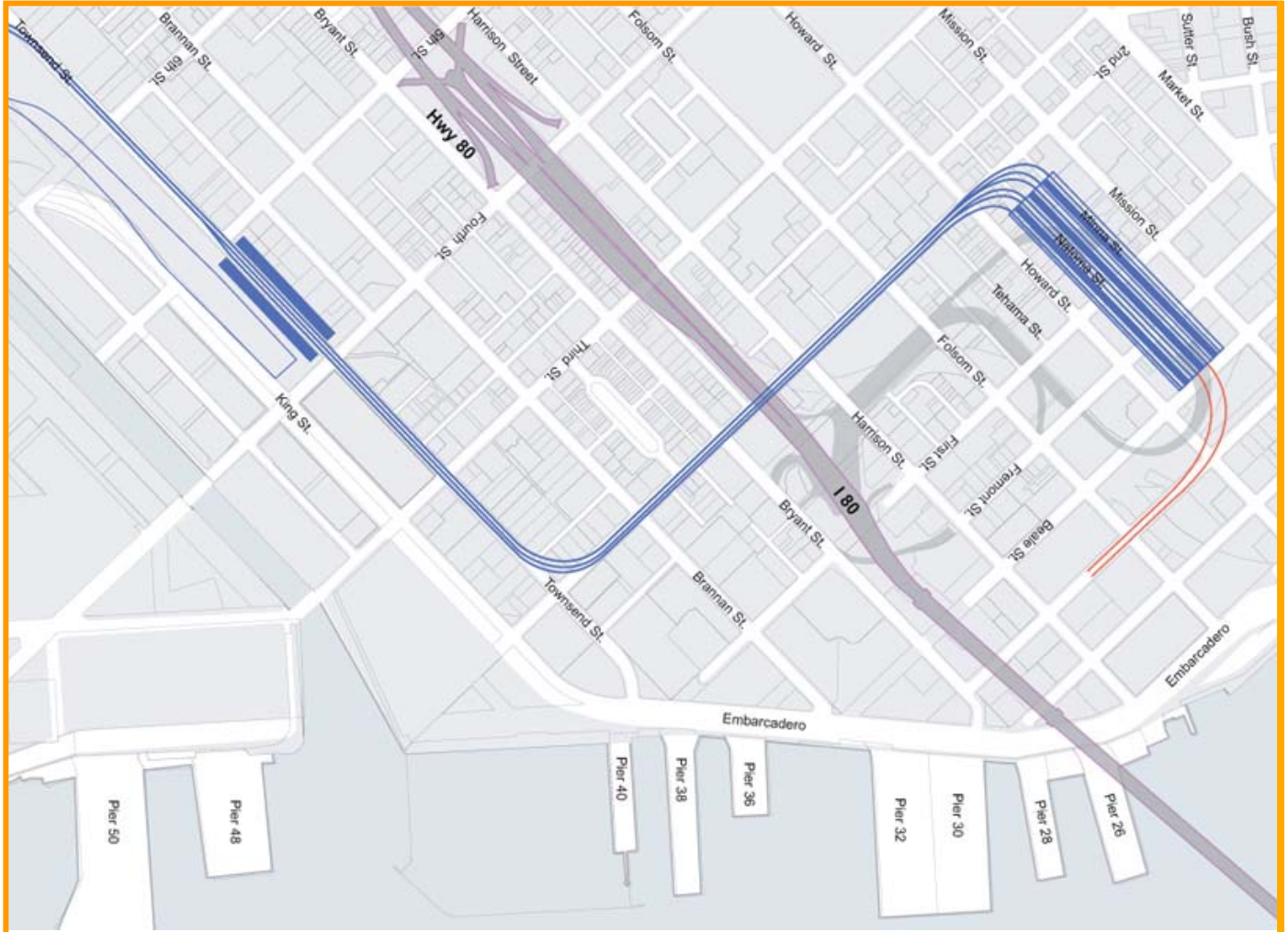
- Two track lead on the surface and below ground leading to the DTX tunnel system to just before the Fourth and Townsend Streets underground station;
- Three tracks beginning at the Fourth and Townsend Streets underground station and continuing to the throat section approaching the Transbay Transit Center where the three track system splays out to six tracks to accommodate the six platform berthing locations within the station;
- At-grade rail car storage within the existing Caltrain rail storage yard rather than underground storage, which would reduce the amount of underground construction associated with the project and would not significantly change the existing use of the rail storage area;
- Design provisions to allow for a future connection to the cut and cover tunnel on Townsend Street that will facilitate construction of future system capacity for both Caltrain and High Speed Rail (HSR), and will be capable of accommodating the construction of a future Townsend Street/Embarcadero/Main Street loop with minimal disruption to ongoing rail service; and
- Delay in construction of the tail tracks, pending the outcome of future planning studies related to accommodating HSR and optimizing concurrent Caltrain and HSR operations, which would reduce the amount of underground construction within the project footprint analyzed in the FEIS/EIR at this time.

All of the changes proposed in the DTX RLPA would consist of a reduction in the size of various elements of the DTX project or rearrangement of uses within the project area previously analyzed in the FEIS/EIR, and would not change the magnitude of the environmental impacts disclosed in the FEIS/EIR. As described in the FEIR/EIS, Table 5.20-3, Pg 5-163, the approved LPA includes cut and cover construction along Townsend Street between Fourth and Fifth Streets up to Second Street.

² The CEQA Guidelines are found at California Code of Regulations, title 14, sections 15000 *et seq.*

Therefore, the DTX RLPA would not require major revisions to the FEIS/EIR due to new or substantially increased significant environmental effects. Furthermore, there have been no substantial changes with respect to the circumstances under which the DTX RLPA would be undertaken that would require major revisions of the FEIS/EIR due to new or substantially increased significant environmental effects; and there has been no discovery of new information of substantial importance that would trigger or require major revisions to the FEIS/EIR due to new or substantially increased significant environmental effects. Therefore, no subsequent or supplemental environmental impact report is required prior to approval of the DTX RLPA.

Figure 1: Refined Locally Preferred Alternative (RLPA)



**Third Addendum to the
Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project
Final Environmental Impact Statement/Environmental Impact Report
(SCH #95063004)**

INTRODUCTION

In April 2004, the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project FEIS/EIR (SCH #95063004) was certified by the City and County of San Francisco, the Peninsula Corridor Joint Powers Board, and the San Francisco Redevelopment Agency.

1. A first addendum to the FEIS/EIR (dated May 25, 2006) was adopted by the TJPA Board on June 2, 2006, pursuant to Section 15164 of the Guidelines implementing the California Environmental Quality Act (CEQA), Public Resources Code sections 21000 *et seq.*, describing modifications to the Transbay Transit Center design and construction staging and revisions to the Temporary Terminal site plan.
2. A second addendum to the FEIS/EIR, pursuant to the Guidelines, Section 15164, describing refinements to the Locally Preferred Alternative (hereinafter, RLPA) for the Caltrain Downtown Extension Project (DTX), including design provisions that are capable of allowing construction of a future Townsend/Embarcadero/Main loop track and delay in the timing of construction of tail tracks on Main Street pending the outcome of future rail planning studies to accommodate California High-Speed Rail. The second addendum was adopted by the TJPA Board on April 19, 2007.

DESCRIPTION OF THIRD ADDENDUM

This third addendum to the FEIS/EIR describes modifications to the acquisition of one private property identified in the Final EIS/EIR for acquisition. The property is required for construction staging and is identified in Figure 1.

546 Howard Street (Block 3721, Lot 16):

The property at 546 Howard Street, identified on page 5-22 of the Final EIS/EIR for partial acquisition, will be needed in its entirety for construction staging. As a result, the entire property would be acquired.

The property at 546 Howard is currently an undeveloped lot used for surface parking. The acquisition of the entire lot would remove more surface parking than would the partial property acquisition. The San Francisco Planning Code section 161(c), however, does not require the provision of off-street parking for any use in the downtown, in light of the compact and congested nature of the area. Moreover, the removal of surface parking is not considered a significant physical impact on the environment under CEQA. The full acquisition would not substantially change the severity or significance of the environmental

impacts disclosed in the Final EIS/EIR. Therefore, the acquisition of 546 Howard in its entirety would not require major revisions to the Final EIS/EIR due to new or substantially increased significant environmental effects because of substantial changes in the project, substantial changes with respect to the circumstances under which the RLPA would be undertaken, or significant new information.

The 546 Howard property is located immediately adjacent to the existing bus ramp connecting the Transbay Terminal building to the Bay Bridge. At the time that the FEIS/EIR was prepared, there was a one-story building on the property, which has since been demolished by the owner. The demolition permit was filed on November 9, 2001 (Permit Application No. 200111092798), a permit was issued on August 5, 2004, and final inspection of the demolition was approved on September 29, 2004. The FEIS/EIR Table 5.2-1 and Figure 5.2-3 identify the parcel for partial acquisition, stated as a "(f)ew feet from northeast corner of building." The partial acquisition was needed to support work in demolishing the existing bus ramp and for construction of the new facilities. Construction planning indicates that the full parcel is needed during demolition for placement of contractor equipment, such as cranes, to remove the structural members of the existing bus ramps. Following demolition of the existing bus ramp, the parcel is needed to serve as field offices, lay down areas and other construction-related staging uses required for construction of the new Transbay Transit Center.

Conclusion

The removal of surface parking that will occur with the acquisition of 546 Howard Street is not considered a significant environmental impact. The acquisition of this property would not substantially change the severity or significance of the environmental impacts disclosed in the FEIS/EIR.

Therefore, the acquisition of property described in this addendum would not require major revisions to the FEIS/EIR due to new or substantially increased significant environmental effects. Furthermore, there have been no substantial changes with respect to the circumstances under which these property acquisitions would be undertaken that would require major revisions of the FEIS/EIR due to new or substantially increased significant environmental effects; and there has been no discovery of new information of substantial importance that would trigger or require major revisions to the FEIS/EIR due to new or substantially increased significant environmental effects. Therefore, no subsequent or supplemental environmental impact report is required pursuant to CEQA Guidelines sections 15162 and 15163 prior to approval of the acquisition of property as described in this addendum.

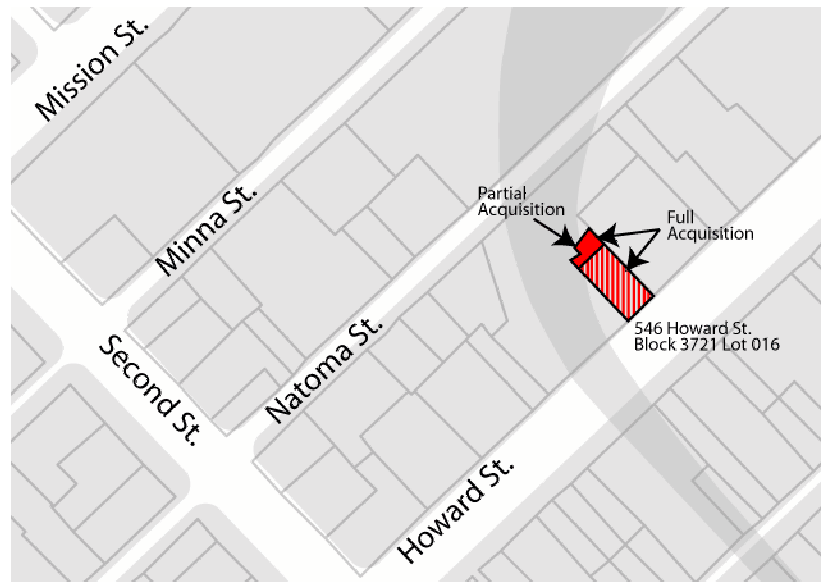


Figure 1 Location of 546 Howard Street, San Francisco, CA

**Fourth Addendum to the
Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project
Final Environmental Impact Statement/Environmental Impact Report
(SCH #95063004)**

INTRODUCTION

In April 2004, the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project FEIS/EIR (SCH #95063004) was certified by the City and County of San Francisco, the Peninsula Corridor Joint Powers Board, and the San Francisco Redevelopment Agency.

Pursuant to Section 15164 of the guidelines implementing the California Environmental Quality Act (CEQA), the following addenda to the FEIS/EIR have been prepared.

- A first addendum to the FEIS/EIR identified modifications to the Transbay Transit Center design and construction staging and revisions to the Temporary Terminal site plan. The first addendum was adopted by the Transbay Joint Powers Authority (TJPA) Board of Directors on June 2, 2006.
- A second addendum revised the Locally Preferred Alternative for the Caltrain Downtown Extension Project (DTX), including design revisions to allow future construction of a Townsend/Embarcadero/Main Loop and to allow a delay in construction of tail tracks on Main Street pending the outcome of future rail planning studies to accommodate California High-Speed Rail. The second addendum was adopted by the TJPA Board on April 17, 2007.
- A third addendum amended the list of properties identified for full acquisition to include 546 Howard Street, which was identified in the FEIS/EIR for partial acquisition. The third addendum was adopted by the TJPA Board on January 17, 2008.

This document constitutes the fourth addendum to the FEIS/EIR.

SUMMARY DESCRIPTION OF FOURTH ADDENDUM

The fourth addendum describes proposed modifications to the Temporary Terminal (referred to as the Revised Temporary Terminal). As indicated on page 2-21 of the FEIS/EIR, the Temporary Terminal is an interim surface facility that would replace the Transbay Terminal during its demolition and reconstruction. Beginning in 2009, all buses currently serving the Transbay Terminal would use the Temporary Terminal until the new building and bus ramps are reconstructed. As indicated in the FEIS/EIR, the structures will be removed as soon as bus operations are relocated to the Transit Center, and the land can be developed for multistory residential buildings and a park.

Although the purpose and function of the Temporary Terminal remains as stated in the FEIS/EIR, pursuant to the proposed project revisions, the configuration of the terminal, boarding platforms and waiting areas, bus staging areas, and street design has changed. Instead of being located on two adjacent blocks, the Revised Temporary Terminal will be confined to one block, bounded by Howard, Main, Folsom, and Beale streets. The Revised Temporary Terminal will contain AC Transit and Greyhound operations in separate operating areas and facilities (**Figure 1**).

The consolidated operation of buses onto one block requires the reconfiguration of the bus operating areas and circulation patterns described in the FEIS/EIR (pages 2-21 and 5-184). In the revised scenario, AC Transit uses a center boarding facility that contains a 1,030-square-foot office building and a 700-square-foot security office in a landscaped plaza in the northern portion of the block. The temporary structures, which would be demolished when the Temporary Terminal ceases operation, have shallow foundations and minimal (14-foot) heights. The AC Transit area contains 18 bus bays, 17 designated for AC Transit and 1 for WestCAT. The bus bays are sheltered by overhead canopies. Appropriate signage, ticketing kiosks, transit information, bike racks, restrooms, and waste receptacles accompany the boarding areas. Newly established utility lines that serve the bus facilities connect with existing lines along and under the surrounding streets. A two-way circulation area for buses surrounds the center boarding facility. Three specially designated walkways connect the perimeter of the block with the center boarding facility. As indicated in the FEIS/EIR, all pedestrian access and passenger facilities meet the requirements of the Americans with Disabilities Act. Landscaping is included at key points along the block perimeter.

The south end of the block bordering Folsom Street contains Greyhound operating facilities including an 8,550-square-foot office structure with ticketing, waiting area, restroom, baggage, and trash facilities. Similar to the AC Transit facilities, the temporary structure has a low elevation (16 feet) and shallow foundations, and is serviced by utility lines extending from the street right-of-way. Greyhound uses 8 bus bays sheltered by 28-foot canvas canopies. An exclusive 190-foot-long passenger pick-up and drop-off lane is located in front of the Greyhound building off Folsom Street.

Access to the AC Transit and Greyhound boarding areas is provided mid-block along Beale Street (refer to **Figure 1**). All buses exit on Folsom Street on the east end of the block adjacent to a staging area for SamTrans buses. SamTrans also has staging areas along the north side of Folsom Street between Beale and Essex streets; these staging areas are shared with the Caltrans bike shuttle.

Boarding areas on the curbside of the surrounding blocks have also been modified from those described in the FEIS/EIR (page 2-21). In the revised scenario, SamTrans and Golden Gate Transit have separate staging areas on the east side of Main Street (refer to **Figure 1**). They share a boarding area, including a passenger shelter on the sidewalk, along Main near Howard Street. Across the street, Muni has a staging area and a boarding island that separates two lanes of northbound traffic from a bus lane on the west side of the street. Additional stops for Golden Gate Transit are located on the north side of Howard Street at Fremont Street and for Muni along Howard Street in front of the Temporary Terminal. Muni is also allotted stops along the east side of Main Street north of Howard Street and the west side of Beale Street, and a boarding island on Beale Street just south of Howard Street. Muni shares the west side of Beale Street with carpool pick-up. Paratransit services are designated along the south curb on Howard Street.

The proposed project revisions would add bus lanes on Howard Street (eastbound direction) and would modify bus lanes on Beale Street to allow travel in both southbound and northbound directions between Howard and Folsom streets. Immediately north of Howard Street, Beale Street is redesigned to accommodate two bus lanes on the east side of the street and one lane on the west side with traffic confined to the two center lanes. The reconfigured bus lanes facilitate bus turning movements onto Howard and circulation into the bus lane on Beale Street south of Howard Street.

As indicated in the FEIS/EIR (page 2-23), buses coming off the Bay Bridge use the Harrison Street off-ramp to access the Temporary Terminal via Fremont Street, Folsom Street, and the bus lane on the east side of Beale Street. Fremont Street south of Folsom Street includes a PM peak tow-away lane on the east side of the street to allow AC Transit bus staging. Additionally, Folsom Street has a left turn pocket for Golden Gate and SamTrans bus movements onto Fremont Street. For outbound buses traveling between the Temporary Terminal and the Bay Bridge, buses depart the terminal on Folsom Street and use the Folsom Street westbound bus lane to reach Essex Street. Along Essex Street, buses continue in the southbound bus lane to reach the Bay Bridge on-ramp (refer to **Figure 1**). Bus lanes operating against the flow of traffic on these streets are in designated contra-flow lanes.

Additional modifications in the revised scenario include a PM peak bus staging area for AC Transit in one eastbound lane of Folsom Street between Fremont and Beale streets, and signal modifications along Folsom Street at First, Fremont, Beale, and Main streets and along Howard at Beale and Main streets to facilitate bus movement. **Table 1** compares the street and bus travel lane modifications for the Temporary Terminal described in the FEIS/EIR with those in the revised scenario.

Table 1, Comparison of Travel Lane Configurations – FEIS/EIR versus Revised Temporary Terminal Analysis

	Existing (1)	FEIS/EIR (a)		Revised Temporary Terminal (b)	
		Eastbound/ Northbound (eb/nb)	Westbound/ Southbound (wb/sb)	Eastbound/ Northbound (eb/nb)	Westbound/Southbound (wb/sb)
Folsom Street					
Essex to First	4 eb MF lanes	2 eb MF lanes 1 wb Bus lane		3 eb MF lanes	1 wb Bus lane
First to Fremont	4 eb MF lanes	2 eb MF lanes 1 wb Bus lane		2 eb MF lanes 1 eb Bus lane	1 wb Bus lane
Fremont to Beale	4 eb MF lanes	2 eb MF lanes 1 wb Bus lane		2 eb MF lanes 1 eb Bus lane	1 wb Bus lane
Beale to Main	4 eb MF lanes	2 eb MF lanes	1 wb Bus lane	2 eb MF lanes	1 wb Bus lane
Howard Street					
Beale to Main	2 eb MF lanes 2 wb MF lanes	No change from Existing		1 eb Bus lane 1 eb MF lane	2 wb MF lanes
Essex Street					
Folsom to Harrison	2 nb MF lanes (2) 2 sb MF lanes	No change from Existing		1 nb Bus lane	1 sb Bus lane 2 sb MF lanes
Beale Street					
Mission to Howard	4 sb MF lanes		1 sb Bus lane 3 sb MF lanes	(3)	1 sb Bus left turn only lane 1 sb Bus thru only lane 2 sb MF lanes 1 sb MF right turn only lane 2 sb MF lanes
Howard to Folsom	3 sb MF lanes	1 nb Bus lane	2 sb MF lanes	1 nb Bus lane (partial)	2 sb MF lanes 1 sb Bus lane
Fremont Street					
Folsom to Harrison	1 nb MF lane 2 sb MF lanes	No change from Existing		1 nb MF lane 1 nb Bus lane	2 sb MF lanes
Main Street					
Howard to Folsom	3 nb MF lanes	2 nb MF lanes	1 sb Bus lane	2 nb MF lanes 1 nb Bus lane	

Sources:

- (a) FEIS/EIR Transbay Terminal/Catrain Downtown Extension/Redevelopment Project, June 2004, pp. 5-190 to 5-191.
- (b) Transportation Operations Report Transbay Terminal Temporary Terminal Project, March 2008.

Notes:

- (1) MF = Mixed-Flow — all vehicles permitted use of travel lane.
- (2) Essex Street northbound lanes currently closed due to Caltrans work.
- (3) On Beale Street lane changes south of mid-block between Mission and Howard streets.

ENVIRONMENTAL ISSUES

Land Use, Wind, and Shadow

The Revised Temporary Terminal provides the beneficial land use impacts described in the FEIS/EIR (pg. 5-2), including the intensification of land uses, the freeing of land for development, and enhanced pedestrian circulation. Confining the Temporary Terminal to one block rather than two allows earlier development of the unused block according to guidelines specified in the Redevelopment Plan (FEIS/EIR pg. 2-44), and included in the analysis of the Redevelopment Plan in Section 5.1.1.3 of the FEIS/EIR, pg 5-5.

Development of the block where the Temporary Terminal is located will occur as described in the Redevelopment Plan. The small, temporary structures housing AC Transit and Greyhound offices and passenger facilities are low-lying structures that would not alter the wind and shadow analysis in the FEIS/EIR (pg 5-13 and 5-18).

Displacements and Relocations

The acquisition of 272 Main Street to construct the Temporary Terminal would remain as indicated on pg 5-22 and 5-33 of the FEIS/EIR. No other properties would be acquired for the Temporary Terminal.

Socio-economics

The beneficial socio-economic impacts resulting from the increased activity and economic vitality generated by the project would remain as described in the FEIS/EIR (pg. 5-35).

Community Facilities and Services/Safety and Security

The Revised Temporary Terminal includes specially designated pedestrian walkways and lighting standards that enhance and integrate pedestrian circulation onto one block. The Safety and Security guidelines in the FEIS/EIR (pg. 5-122) remain applicable to the Terminal facilities constructed on one block. Consolidation of the Terminal facilities does not alter the findings in the FEIS/EIR that no additional staff or public service capacity is required to respond to emergencies in the area.

Parklands/Schools/Religious Institutions

The Revised Temporary Terminal does not alter the finding in the FEIS/EIR (pg. 5-44 and 5-45) that no long-term adverse impact would occur to parks, schools, and religious institutions, as none of these types of facilities is located on or adjacent to the Temporary Terminal site. The parkland designated for the mid-block area of the site in the Redevelopment Plan would be constructed after bus operations are moved to the Transit Center and development of the block occurs.

Air Quality

The consolidation of Temporary Terminal facilities onto one block is not expected to alter the mode split of regional vehicle-miles traveled as forecasted in the FEIS/EIR (pg. 5-54). As a result, the air quality benefits identified in the FEIS/EIR occur for the Revised Temporary Terminal as well. Temporary Terminal construction activities that generate dust or construction equipment emissions are reduced to a less-than-significant level employing the mitigations described in the FEIS/EIR.

Noise and Vibration

The FEIS/EIR (pg. 5-74) found no long-term adverse noise impacts associated with the Transbay Transit Center or bus operations, including the Temporary Terminal. This conclusion remains unchanged for the Revised Temporary Terminal because there are no changes in the location or nature of Temporary Terminal operations. Noise and vibration impacts generated by construction activities are reduced by the mitigation measures identified in the FEIS/EIR.

Geology and Seismology

The low-lying temporary structures on the Temporary Terminal site are designed according to the San Francisco Building Codes that make construction of these facilities effective in minimizing risk from earthquakes and geologic conditions. As a result, no seismic or geologic impacts associated with the construction and operation of the Revised Temporary Terminal are expected.

Water Resources and Floodplains

No long-term adverse impacts on water resources and floodplains were identified in the FEIS/EIR. Consolidating the Temporary Terminal onto one block does not change the risk of impact to water resources or floodplains from that described in the FEIS/EIR (pg. 5-80).

Utilities and Energy

The Revised Temporary Terminal would be served by connecting to existing utility lines that traverse the perimeter of the site. Fewer connections are required to serve the terminal on one block instead of two. However, the reduction in utility service connections, relative to the entire project, is negligible and does not alter the need for new utility service connections or energy use as indicated in the FEIS/EIR (pg. 5-81 and 5-126). As a result, the findings on utilities and energy in the FEIS/EIR are the same for the Revised Temporary Terminal, including no substantial increase in the demand for energy or water by the project.

Historic and Cultural Resources

The construction of the Revised Temporary Terminal may uncover archaeological resources. The consolidated footprint confines the possible discovery of artifacts to one block rather than two. The same procedures for recovery identified in the FEIS/EIR (pg. 5-86 to 5-89) apply to the Revised Temporary Terminal. In addition, the Revised Temporary Terminal, like the originally approved plan for the Temporary Terminal, would continue to require removal of the loop bus ramp leading into the existing Transbay Terminal. The bus ramp is designated as a National Historic Resource and, as indicated in the FEIS/EIR (pg.5-90), its removal is considered an adverse impact.

Hazardous Materials

If hazardous materials are encountered during construction of the Revised Temporary Terminal, they will be handled as indicated in the FEIS/EIR (pg. 5-111), i.e., in conformance with California Occupational Safety and Health Administration and local ordinance procedures. The potential to encounter hazardous materials is slightly reduced by the consolidated footprint of the Revised Temporary Terminal.

Visual and Aesthetic

The Revised Temporary Terminal incorporates landscape treatments on the AC Transit center area and around the perimeter of the block along the pedestrian realm, which is a beneficial impact. The low-lying structures, less than 18 feet tall, are confined to one block and do not alter the visual context produced by the towering buildings surrounding the site. As stated in the

summary of this addendum and in the FEIS/EIR, the structures will be removed as soon as bus operations are relocated to the Transit Center, and the land can be developed for multistory residential buildings and a park.

Transportation

Traffic

Temporary Terminal in the FEIS/EIR. The FEIS/EIR analyzed the impacts of Temporary Terminal operations at seven study intersections (Folsom/Main, Folsom/Beale, Folsom/Fremont, Folsom/First, Folsom/Essex, Harrison/Fremont, and Harrison/Essex). The operations of these intersections were analyzed for weekday PM peak hour conditions for 2006, the year that the Temporary Terminal was anticipated to begin operations. The operating conditions were analyzed without and with the Temporary Terminal. The San Francisco Planning Department examines the level of service (LOS) to determine impact. If intersections operate at LOS E or F (representing adverse traffic operations), additional analysis of the volume contribution of the project compared with cumulative traffic volumes without the project is conducted to determine whether the project would contribute considerably to the cumulative traffic increase (FEIS/EIR, pg. 5-140).

The analysis was conducted using a VISSUM micro-simulation traffic operations model. The analysis indicated that without and with the terminal, two intersections (**Folsom/First** and **Harrison/Essex**) would operate at unacceptable level of service (LOS) conditions (i.e., LOS E or LOS F). The contribution of the Temporary Terminal to the poor operating conditions at these intersections was determined to be less-than-significant; therefore, Temporary Terminal operations were determined to not result in any significant traffic impacts.

Revised Temporary Terminal. The operation of the Revised Temporary Terminal and the potential impact to adjacent streets associated with lane configuration to provide exclusive bus lanes between the Temporary Terminal and the Bay Bridge was analyzed using a VISSUM micro-simulation traffic operations model (Fehr and Peers, Transbay Terminal – Temporary Terminal Transportation Operations Report, March 2008). The model analyzed weekday PM peak hour conditions at 25 study intersections in the vicinity of the Temporary Terminal. Table 2 presents the analysis of 11 critical intersections, including a comparison of the weekday PM peak hour LOS at seven intersections studied in the FEIS/EIR and also analyzed for the Revised Temporary Terminal. Four additional intersections that are expected to operate at LOS E under the revised scenario are also included.

The intersections of Folsom/Main, Folsom/Beale, Folsom/Fremont, and Harrison/Fremont would operate at LOS D or better with the Revised Temporary Terminal.

Operations at the intersections of Howard/Beale and Folsom/Essex with the reconfiguration of roadways and Revised Temporary Terminal operations would improve from LOS E conditions without the terminal to LOS D conditions with the terminal. As a result, the Revised Temporary Terminal would not result in project-specific impacts to traffic operations at these six intersections.

Table 2, Comparison of Intersection LOS Weekday PM Peak Hour Conditions – FEIS/EIR versus Revised Temporary Terminal Analysis

Intersection	FEIS/EIR		2007 Revised		FEIS/EIR versus Revised Temporary Terminal Impact Determination
	Existing (1) 2001	EIR Temporary Terminal (2) 2006 with Terminal	2007 Temporary Terminal (3) with Terminal		
Howard/Beale	C		E	D	no impact
Howard/First	D		E (70)	E (70)	no impact
Folsom/Main	B	B	B	A	no impact
Folsom/Beale	B	B	B	B	no impact
Folsom/Fremont	B	B	B	C	no impact
Folsom/First	F	F	E (59)	E (64)	no significant contribution
Folsom/Essex			E	D	no impact
Harrison/Fremont	D	B	D	D	no impact
Harrison/First	F		E (64)	E (63)	no impact
Harrison/Essex	F	F	E (70)	E (77)	no significant contribution
Harrison/Second	E		E (76)	E (76)	no impact

LOS (delay in seconds per vehicle), **BOLD** letters represent intersections operating at LOS E and LOS F, City significance criteria for congested conditions.

Source:

- (1) FEIS/EIR Transbay Terminal/Caltain Downtown Extension/Redevelopment Project, June 2004, Table 3.2-1
- (2) FEIS/EIR Transbay Terminal/Caltain Downtown Extension/Redevelopment Project, June 2004, Table 5.21-1
- (3) Transportation Operations Report Transbay Terminal Temporary Terminal Project, March 2008

Under the revised scenario, the intersections of Howard/First, Harrison/First, and Harrison/Second would operate at LOS E conditions both without and with the Revised Temporary Terminal. As a result, the contribution of the Revised Temporary Terminal to the LOS E operating conditions would not be considered significant, and the Revised Temporary Terminal would not result in any project-specific impacts to intersection operations.

The intersections of Folsom/First and Harrison/Essex would also operate at LOS E conditions both without and with the Revised Temporary Terminal.

- At the intersection of Folsom/First, the traffic volume served under both without and with the Revised Temporary Terminal would be less than the existing demand; however, the volumes served would be similar for both conditions (within 1 percent of the total volume served).
- At the intersection of Harrison/Essex, under existing conditions (without the Temporary Terminal), the volume served in the VISSUM microsimulation model is more than the demand. The volume served under existing conditions would be less than without the terminal volume served, but very close to the existing demand (within 2 percent of the total intersection demand volumes).

An examination of the traffic volumes at the intersections of Folsom/First and Harrison/Essex, without and with the Revised Temporary Terminal, indicates that the difference in volume between operations without the terminal and operations with the terminal would be minimal, would not change the LOS, and would be within the daily variation in traffic volumes. Therefore, the project contribution to the LOS E conditions would not be considered significant, and the Revised Temporary Terminal would not result in any project-specific impacts to vehicle operations at these intersections.

Transit

The study of bus operations along the streets surrounding the terminal and within the terminal using a VISSUM micro-simulation traffic operations model concludes that the Revised Temporary Terminal traffic and bus lane configuration and consolidation of passenger boarding and waiting facilities does not impede bus operations (Fehr and Peers, March 2008). The terminal would accommodate the existing service levels provided in the existing Transbay Terminal. Sufficient capacity exists to accommodate peak period staging and the boarding of buses, although occasional delays may occur for buses that must wait for space to become available in the boarding area.

Pedestrian

The pedestrian environment at the Revised Temporary Terminal site will be enhanced by designated walkways connecting the perimeter of the block with the center boarding facilities. Landscaping and redesigned sidewalks will also improve the pedestrian realm. Consolidating transit operations onto one block will provide pedestrians moving between bus boarding areas with a safer and more conducive environment for accessing transit, a beneficial impact.

Parking

As indicated in the FEIS/EIR, curbside parking would be removed around the perimeter of the Temporary Terminal. The removal of curbside parking would not change under the revised scenario. As the FEIS/EIR concluded, the minor reduction in the downtown parking supply is not considered a significant impact under the City's applicable transportation policies.

In summary, the reconfiguration of the street system to support the Revised Temporary Terminal conditions and the Temporary Terminal bus operations would not result in significant traffic, transit, pedestrian, or parking impacts.

ENVIRONMENTAL FINDINGS

Based on the above information and analysis, the proposed revisions to the Temporary Terminal will not trigger the need for subsequent environmental review pursuant to Public Resources Code Section 21166 and Section 15162 of the CEQA guidelines. The proposed changes to the Temporary Terminal described in this addendum would not change the magnitude of the environmental impacts disclosed in the FEIS/EIR, but would provide the following environmental benefits.

- Reduced area required for Temporary Terminal operations and the availability of the unused portion of the site for planned development to support the financing of the project earlier than envisioned in the FEIS/EIR
- Reduced risk of uncovering hazardous materials or archaeological artifacts during construction of the Temporary Terminal, due to the consolidation of bus operation to one instead of two blocks
- Reduced utilities and public service infrastructure to support Temporary Terminal operation
- Improved bus circulation and access to the Bay Bridge through additional bus lanes and bi-directional lanes to facilitate bus movement to and from the Bay Bridge ramps
- Improved intersection operation from LOS E conditions without the Temporary Terminal to LOS D conditions with the Temporary Terminal at the intersections of Howard/Beale and Folsom/Essex, due to the reconfiguration of roadways and consolidation of bus operations
- Improved pedestrian realm created by designated and well-lighted walkways, landscaped and redesigned sidewalk areas, and more safe and convenient transfers between bus boarding areas
- Improved waiting areas and public facilities at the AC Transit and Greyhound boarding areas

The revisions to the Temporary Terminal described in this addendum would not require major revisions to the FEIS/EIR due to new or substantially increased significant environmental effects. Furthermore, there have been no substantial changes with respect to the circumstances under which these modifications would be undertaken that would require major revisions of the FEIS/EIR due to new or substantially increased significant environmental effects; and there has been no discovery of new information of substantial importance that would trigger or require major revisions to the FEIS/EIR due to new or substantially increased significant environmental effects. Therefore, no subsequent or supplemental environmental impact report is required prior to approval of the revisions to the Temporary Terminal configuration and design as described in this addendum.

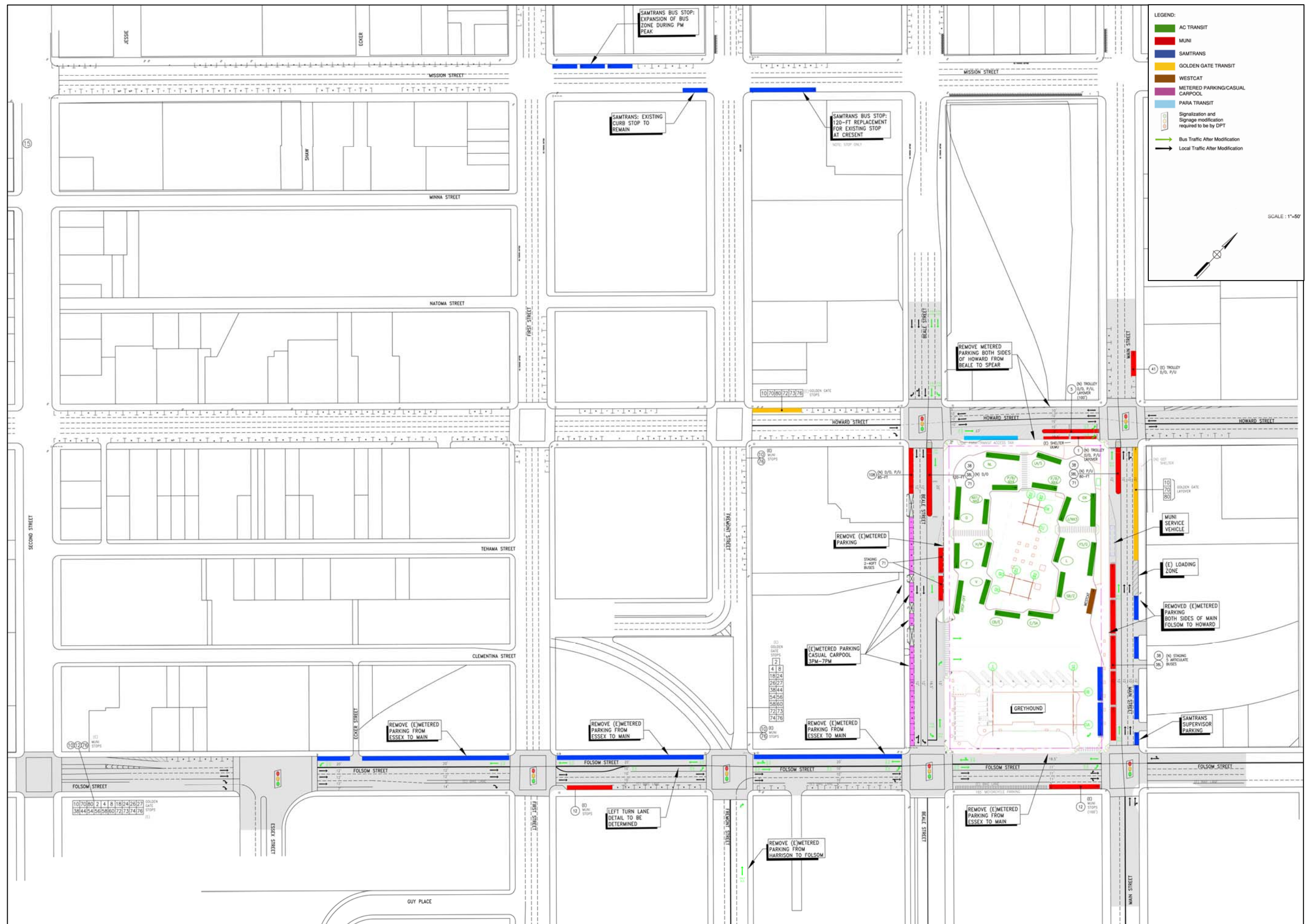


Figure 1, Revised Temporary Terminal Configuration and Off-site Traffic Circulation and Lane Configuration Plan

**THIS STAFF REPORT COVERS CALENDAR ITEM NO.: 11
FOR THE MEETING OF: April 9, 2009**

TRANSBAY JOINT POWERS AUTHORITY

BRIEF DESCRIPTION:

Requesting that the Board: (1) adopt a Fifth Addendum to the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project FEIS/EIR for public right-of-way vacations for the Transit Center and its design modifications; and (2) authorize the Executive Director to submit a public right-of-way vacation application to the City and County of San Francisco to vacate those areas required for the Transit Center, including the design modifications.

REPORT:

Transit Center Design Modifications

In 2004, the TJPA Board of Directors approved the Transbay Program Locally Preferred Alternative. The Locally Preferred Alternative included, among other things, the new Transit Center and associated structures, such as bus ramps connecting I-80 to the Transit Center, the train box, bus deck bridges, and utility relocations (collectively, the "Transit Center"). Based on the results of the Design Competition and refinement of the design of the Transit Center, certain modifications to the Transit Center design have occurred, specifically (1) the addition of above-ground outer wall basket structures, and (2) the possible addition of a pedestrian bridge over Beale Street (the "Design Modifications").

Public ROW and Vacations

The Transit Center, including the Design Modifications, will need to occupy portions of the public ROW. Public streets and sidewalks are owned by the City and County of San Francisco as a public right of way ("ROW"). The public ROW includes those areas above and below public streets and sidewalks.

In particular, the Transit Center will need to occupy the following:

- Air space for the Transit Center outer wall basket structures over Minna, Natoma, and Beale Streets.
- Air space for the proposed pedestrian bridge over Beale Street.
- Air space for the Transit Center bus deck bridges over First and Fremont Streets.
- Below ground for the train boxes under Minna, Natoma, First, and Fremont Streets.
- Air space for the bus ramps connecting the Transit Center to I-80 where the bus ramps cross over Natoma, Howard, Tehama, Clementina, Folsom, First and Harrison Streets.

The TJPA must apply to the City to vacate the public ROW in those areas that need to be occupied by the Transit Center. The City has agreed that the TJPA's vacation application can roughly describe some of the areas to be vacated, with the understanding that final dimensions will be captured in legal descriptions when the Transit Center design has progressed further. Staff estimates that the City fee for review of the TJPA's vacation application will be up to \$33,103.

The proposed vacations would result in the vacated areas no longer being designated for public ROW or street uses. After vacation, the City would convey the property to the TJPA. The vacated areas would no longer be owned by the City and used as a public ROW, but instead would constitute new parcels owned by the TJPA in fee title and occupied by the Transit Center.

Fifth Addendum

In April 2004, the City and County of San Francisco, the Peninsula Corridor Joint Powers Board, and the San Francisco Redevelopment Agency certified the Final EIS/EIR (SCH #95063004) for the Transbay Program under the California Environmental Quality Act (CEQA). The Final EIS/EIR analyzed the potentially significant environmental impacts of the Program's Locally Preferred Alternative. The impacts associated with the Locally Preferred Alternative that were previously analyzed in the Final EIS/EIR are not a part of the Fifth Addendum.

The TJPA developed a CEQA environmental checklist to address whether the Design Modifications that require public ROW vacation would trigger the need for subsequent environmental review pursuant to Public Resources Code 21166 and Sections 15162 and 15163 of the CEQA guidelines. The Fifth Addendum presents the findings of the environmental checklist.

Based on the Fifth Addendum, the Design Modifications will not trigger the need for subsequent environmental review pursuant to Public Resources Code Section 21166 and Sections 15162 and 15163 of the CEQA guidelines. The ROW vacations for the Transit Center and its Design Modifications, would not require major revisions to the FEIS/EIR due to new or substantially increased significant environmental effects. Furthermore, there have been no substantial changes with respect to the circumstances under which the ROW vacations would be undertaken that would require major revisions of the FEIS/EIR due to new or substantially increased significant environmental effects; and there has been no discovery of new information of substantial importance that would trigger or require major revisions to the FEIS/EIR due to new or substantially increased significant environmental effects. Therefore, no subsequent or supplemental environmental impact report is required prior to submission and approval of the ROW vacations.

RECOMMENDATION:

The Staff recommends that the Board approve the resolution adopting the Fifth Addendum to the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project FEIS/EIR for public right-of-way vacations for the Transit Center and its design modifications, and authorize the Executive Director to submit a public ROW vacation application to the City and County of San Francisco to vacate those areas required for the Transit Center and associated structures.

ENCLOSURES:

1. Fifth Addendum to the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project Final Environmental Impact Statement/Environmental Impact Report for certain Transit Center design modifications that require public right of way vacation.
2. Resolution

**TRANSBAY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

Resolution No. _____

WHEREAS, In April 2004, the City and County of San Francisco, the Peninsula Corridor Joint Powers Board, and the San Francisco Redevelopment Agency certified the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project Final Environmental Impact Statement/Environmental Impact Report ("Final EIS/EIR") (SCH # 95063004) for the Transbay Transit Center Program ("Program"); and

WHEREAS, The Final EIS/EIR analyzed the Program's Locally Preferred Alternative. The Locally Preferred Alternative included, among other things, the new Transit Center and associated structures, such as bus ramps connecting I-80 to the Transit Center, the train box, the Transit Center bus deck bridges, and utility relocations (collectively, the "Transit Center"); and

WHEREAS, The TJPA proposes certain modifications to the design for the Transit Center that would include outer wall basket structures and the possibility of a pedestrian bridge over Beale Street (the "Design Modifications"); and

WHEREAS, The Design Modifications would encroach on the public right-of-way and would require the City and County of San Francisco to vacate portions of the public right of way; and

WHEREAS, The TJPA has prepared a Fifth Addendum to the Final EIS/EIR, which contains an analysis of the environmental impacts that may result from the Design Modifications that require public right of way vacations; and

WHEREAS, The Board has reviewed the information in the Fifth Addendum to the Final EIS/EIR, a copy of which is attached hereto as Exhibit A, which concludes that no further environmental review is required for the public right-of-way vacations for the Transit Center and its design modifications; now, therefore, be it

RESOLVED, That the TJPA Board: (1) determines that the Fifth Addendum to the Final EIS/EIR for public right-of-way vacations for the Transit Center and its design modifications, Exhibit A hereto, reflects the independent judgment of the TJPA; (2) adopts the Fifth Addendum to the FEIS/EIR; and (3) authorizes the Executive Director to submit a public right-of-way vacation application to the City and County of San Francisco to vacate those areas required for the Transit Center.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of April 9, 2009.

Secretary, Transbay Joint Powers Authority

**Fifth Addendum to the
Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project
Final Environmental Impact Statement/Environmental Impact Report
(SCH #95063004)**

I. INTRODUCTION

In April 2004, the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project Final Environmental Impact Statement/Environmental Impact Report (FEIS/EIR) (SCH #95063004) was certified by the City and County of San Francisco (the City), the Peninsula Corridor Joint Powers Board, and the San Francisco Redevelopment Agency.

Pursuant to Section 15164 of the Guidelines implementing the California Environmental Quality Act (CEQA), the following addenda to the FEIS/EIR have been prepared.

- A first addendum to the FEIS/EIR identified modifications to the Transbay Transit Center design and construction staging and revisions to the Temporary Terminal site plan. The first addendum was adopted by the Transbay Joint Powers Authority (TJPA) Board of Directors on June 2, 2006.
- A second addendum revised the Locally Preferred Alternative for the Caltrain Downtown Extension Project (DTX), including design provisions to allow future construction of a Townsend/Embarcadero/Main Loop and the delay in construction of tail tracks on Main Street pending the outcome of future rail planning studies to accommodate California High-Speed Rail. The second addendum was adopted by the TJPA Board on April 17, 2007.
- A third addendum amended the list of properties identified for full acquisition to include 546 Howard Street, which was identified in the FEIS/EIR for partial acquisition. The third addendum was adopted by the TJPA Board on January 17, 2008.
- A fourth addendum revised configuration, boarding platforms and waiting areas, bus staging areas, and street design associated with the Temporary Terminal. The fourth addendum was adopted by the TJPA Board on October 17, 2008.

II. SUMMARY DESCRIPTION OF FIFTH ADDENDUM

The Transbay Transit Center (TTC or Transit Center) is designed to occupy portions of the public right-of-way (ROW). Accordingly, the TJPA will apply to the City and County of San Francisco to vacate the public ROW in those areas. The impacts associated with most of the TTC structures that require public ROW vacation were previously analyzed in the FEIS/EIR. *See* Section III. Accordingly, analysis of these structures will not be a part of this addendum. However, minor changes to the building design, specifically (1) exterior façade of the upper levels and (2) a pedestrian bridge over Beale Street, were not analyzed in prior environmental documents. Accordingly, a

CEQA environmental checklist was developed to address the question of whether these proposed changes to the project would trigger the need for subsequent environmental review pursuant to Public Resources Code section 21166 and sections 15162 and 15163 of the CEQA guidelines. This addendum presents the findings of the environmental checklist.

III. PRIOR ENVIRONMENTAL REVIEW

The FEIS/EIR evaluated the following natural resources and urban systems: Land Use/Wind/Shadow, Displacements and Relocations, Socio-economics, Community Facilities and Services/Safety and Security, Parklands/Schools/Religious Institutions, Air Quality, Noise and Vibration, Geology and Seismology, Water Resources and Floodplains, Utilities, Historic and Cultural Resources, Hazardous Materials, Visual and Aesthetics, Transit/Traffic/Parking, and Construction Methods and Impacts. Analysis of cumulative impacts was included in the discussion for each topic area.

A. Bus Ramp Overpasses

Pages 2-16 through 2-21, and 5-161 of the FEIS/EIR addressed the potential impacts associated with the bus ramps connecting the terminal, bus storage areas, and I-80. Addendum No. 1 to the FEIS/EIR found that by eliminating one bus level, the bus ramp linking the TTC with I-80 could be confined to a single-level structure replacing the two-level, stacked ramp concept described for the Locally Preferred Alternative (LPA). The addendum identified the ramp as a single-level ramp approximately 40 feet above street level and approximately 20 feet lower than the top of the stacked ramp. Thus, the current ramp configuration design consists of a single level connector between I-80 and the TTC.

B. Train Box

The FEIS/EIR evaluated the potential environmental impacts associated with the terminal, including the train box, which was identified as a component of the project. The FEIS/EIR evaluated a train box with space to accommodate six tracks for platform berthing locations at the TTC. The train box remains in the location identified in previous environmental documents.

C. Transit Center Bridges Over First and Fremont

Chapter 2, and pages 5-112, 5-161, and 5-208 of the FEIS/EIR addressed the environmental impacts associated with the Transit Center bus deck bridges over First and Fremont.

D. Utility Relocation

Pages 5-81, 5-83, 5-216, and 5-164 of the FEIS/EIR addressed the potential environmental impacts associated with the relocation of utilities that will be required during construction of the TTC.

IV. DESIGN MODIFICATIONS

A. Basket Structures

Modifications to the Transit Center Design evaluated in this addendum include a structural shell that would undulate in a convex and concave shape, suspended from a series of “Y” columns in a curtain wall fashion (the basket structure or the baskets). This basket structure would be attached to the superstructure on the side of the proposed TTC. The structure would be suspended above the sidewalk on levels two and three, leaving the first level open for pedestrian circulation allowing for a continuous sidewalk thoroughfare underneath the TTC. The basket structure would begin approximately 18 feet above the sidewalk and gradually curve up to a height of approximately 87 feet and out to a maximum horizontal reach of approximately 16 feet from the property line. The new curved structural design is more organic in appearance than the original design, with a shape that resembles a webbed basket. This changes the original window fenestration to an exterior skin consisting mostly of transparent panels that would fill in the webbed basket with a square-grid pattern. This will allow for more daylight to filter through the building, providing a translucent appearance.

B. Beale Street Pedestrian Bridge

This addendum also evaluates the potential addition of a pedestrian bridge spanning from the east side of Beale Street to the upper levels of the Transit Center on the west side of Beale Street. The TTC pedestrian bridge over Beale Street would connect to land currently owned by Caltrans that would be developed as part of the Redevelopment Plan for the area, as described in Chapter 2 of the FEIS/EIR. The pedestrian bridge would allow for pedestrian crossover approximately 65 feet above the street, and would still allow for continuing traffic and pedestrian circulation along Beale Street. The pedestrian bridge crossing Beale Street would not impact previously proposed vertical circulation for the TTC (*See* FEIS/EIR pp. 2-14 and 2-21). The Final EIS/EIR did not evaluate the impact of crossing Beale Street with a pedestrian bridge; however, impacts associated with this crossing would be similar to or less than the impacts associated with the bridge structure for the TTC bus deck bridge crossing over Fremont and First Streets (*See* FEIS/EIR p. 5-112 [analyzing visual and aesthetic impacts of the Transbay Terminal]). The pedestrian bridge would be at most 30 feet wide, which is approximately one-quarter to one half the width of the TTC and bus deck bridges.

Construction of the basket structures and Beale Street pedestrian bridge would occur simultaneously with, and as a part of, construction of the Transit Center. The Beale Street bridge and basket structures would be designed to the same construction standards identified in the FEIS/EIR for the TTC.

V. PUBLIC RIGHT-OF-WAY VACATIONS

Public streets and sidewalks are owned by the City and County of San Francisco as a public right-of-way (ROW). The public ROW includes the areas above and below public streets and sidewalks. The TTC would occupy portions of the public ROW above ground, starting at approximately 18 feet, where the building, ramps, and bridges hang

over the street, and below ground where the proposed train box extends below the street. *See Figure 1.* In addition, bus ramps that connect I-80 to the Transit Center would occupy the public ROW approximately 40 feet above city streets. Because the TTC would occupy portions of the public ROW, the TJPA will apply to the City to vacate the public ROW in those areas. The proposed public ROW vacations would result in the vacated areas no longer being designated for public ROW or street uses. After vacation, the City would convey the property to the TJPA. The vacated areas would no longer be owned by the City and used as a public ROW, but instead would constitute property owned by the TJPA in fee title and occupied by the TTC. The surface level streets would remain City property for continued use as public ROWs. Traffic and pedestrian flows would only temporarily be impeded during construction, as previously evaluated in the FEIS/EIR. Pedestrian circulation will be enhanced after construction to allow for continuous passage on the street levels. In addition, during construction of the Transit Center, underground utility lines in the public ROW would need to be relocated.

The following above and below street-level vacations are necessary to allow for the TTC as now proposed:

- First Street between Minna and Natoma Streets
- Fremont Street between Minna and Natoma Streets
- Beale Street between Minna and Natoma Streets
- Minna Street between Second and First Streets
- Natoma Street between First and Second Streets
- Bus ramp overpasses at Natoma, Howard, Tehama, Clementina, Folsom and Harrison Streets

Appendix 1 shows the area of the proposed vacations, which are described in more detail below.

A. First Street Between Minna and Natoma Streets

The project's rail station box requires the full-width of the public ROW along First Street between Minna and Natoma Streets for approximately 186 horizontal feet beginning at a depth of approximately 4'-9" below grade and extending downward vertically. During construction, utilities would be relocated on an interim basis with utilities configured in their final location over the train box at a depth no greater than approximately 4'-5" vertically.

The air space required for project's bridge structure over First Street would be approximately 18' above grade and extend to approximately 87 vertical feet to the top level of the proposed TTC, which is the roof park. The bridge would become part of a continuous platform for the Bus Deck with an extension horizontally from west of First Street to the eastside of Beale Street. The above ground vacation area on First Street between Minna and Natoma Streets would measure approximately 180 horizontal feet.

B. Fremont Street Between Minna and Natoma Streets

The project's rail station box requires the full-width of the public ROW along Fremont Street between Minna and Natoma Streets for approximately 186 horizontal feet

beginning at a maximum depth of 4'-9" below grade and extending downward vertically. During construction, utilities would be relocated on an interim basis with utilities configured in their final location over the train box at a depth no greater than 4'-5."

The air space required for the TTC's bridge structure would be approximately 18' above grade and extend vertically skyward for approximately 87 feet to the top level of the proposed TTC, which is the roof park. The bridge over Fremont Street would become part of a continuous platform for the Bus Deck from west of First Street to the eastside of Beale Street. The above ground vacation area on Fremont Street between Minna and Natoma Streets would measure approximately 180 horizontal feet.

C. Beale Street Between Minna and Natoma Streets

The project's rail station box requires the full-width of the public ROW along Beale Street between Minna and Natoma Streets beginning at a maximum depth of 4'-9" vertically below grade and extending downward to the base of the train box. Vacation would include approximately 188 horizontal feet on the western side of Beale Street and approximately 220 horizontal feet on the eastern side of Beale Street. During construction, utilities would be relocated on an interim basis with utilities configured in their final location over the train box at a depth of approximately 4'-5."

The air space required for project's proposed Beale Street pedestrian bridge structure and baskets would begin approximately 18' above grade and extend vertically skyward up to approximately 87 feet to the top level of the proposed TTC. The above ground vacation area on Beale Street between Minna and Natoma Streets would measure at approximately 180 horizontal feet.

D. Minna Street between Second and First Streets

The project's train box would require vacation of the southern half of the public ROW from 1'-6" below grade and extending downward, beginning at the TTC property line and extending approximately 16 horizontal feet to the north along Minna Street between Second and First Streets. Utilities in the southern half of the ROW would be relocated to the northern half.

The air space required for the basket structure would be approximately 18' above grade, continuing skyward vertically up to approximately 87 feet to the top level of the proposed TTC. The basket structure would extend approximately 16 horizontal feet north of the property line over Minna Street.

E. Natoma Street between First and Fremont Streets

Beginning at the TTC property line and extending approximately 15 feet horizontally to the south along Natoma Street between First and Fremont Streets, the project's train box would require the north-half of the public ROW from 1'-6" below grade and extend downward vertically. Utilities in the north half of the ROW would be relocated to the southern half.

The air space required for the basket structure would be approximately 18 feet above grade, continuing skyward vertically for approximately 87 feet to the top level of the proposed TTC. The basket structure would extend approximately 16 horizontal feet south of the property line over Natoma Street.

F. Eastern Section of Natoma Street between First and Second Streets

From the property boundary at First Street and running westward horizontally along Natoma Street, the TTC would occupy approximately 171 horizontal feet of ROW below and above grade. Beginning at a distance of 1'-6", the below ground train box would require approximately 10' of the north-half of the public ROW as measured horizontally from the Transit Center's property boundary. Utilities in the northern half of the ROW would be relocated to the southern half of the ROW.

The air space required for the basket structure would be approximately 18' above grade, continuing skyward vertically up to approximately 87 feet to the top level of the proposed TTC. The basket structure would extend approximately 16 horizontal feet south of the property line over Natoma Street.

G. Western Section of Natoma Street between First and Second Streets

The project's train box would require the full-width of the public ROW along Natoma Street beginning 1'-6" below grade and extending vertically downward. The areas that would be affected would begin at approximately 59' east of the property boundary on the eastern side of intersection of Second and Natoma Streets and would continue horizontally to approximately 171' east of the western property boundary at the intersection of First and Natoma Streets. Utilities would be relocated outside of this approximately 596 horizontal-foot section of Natoma Street.

The air space required for the basket structure would be 18' above grade, continuing skyward up to approximately 87 feet to the top level of the proposed TTC, extending horizontally approximately 16' south of the property line.

H. Bus ramp overpasses at Natoma, Howard, Tehama, Clementina, Folsom, First and Harrison Streets

The bus ramps connecting I-80 to the TTC will cross; 1) Harrison Street between Essex and Second streets; 2) Folsom Street between Essex and Second Streets; 3) Clementina Street between Ecker and Second Streets; 4) Tehama Street between First and Second Streets; 4) Howard Street between First and Second Streets; 5) First Street between Clementina and Tehama Streets and 5) Natoma Street between First and Second Streets. The air space required to be vacated for the project's bus ramps would begin approximately 18' above grade and extend vertically to the sky. Horizontally, the bus ramps require vacation of the full-width of the public ROW at the crossings and extend lengthwise for approximately 95 feet. On First Street the vacation will extend lengthwise for approximately 30 feet.

VI. ENVIRONMENTAL ISSUES

As discussed previously, most of the TTC structures that require public ROW vacation were previously analyzed in the FEIS/EIR. This addendum focuses on the following Transit Center design changes that require public ROW vacation: (1) the addition of exterior façade wall basket structures and (2) the addition of a pedestrian bridge over Beale Street.

A. Land Use, Wind, and Shadow

Public ROW vacation would allow for the beneficial land use impacts described in the FEIS/EIR (pp. 5-2 and 5-3), including the intensification of land uses, the freeing of land for development, and enhanced pedestrian circulation. All streets identified in this addendum were previously evaluated for shadow impacts with the exception of the pedestrian bridge over Beale Street. The Beale Street bridge would cast a shadow smaller in extent and similar in duration to that described in the FEIS/EIR for Fremont and First Streets (FEIS/EIR pp. 5-19 to 5-21). Because the bridge would not be located near existing open space under the jurisdiction of the San Francisco Recreation and Park Commission, it would not cast shadows on City-owned open spaces (*See* FEIS/EIR and Addendum No. 1). Modifications to terminal design would comply with City Planning Code Section 148 for the reduction of ground-level wind currents as specified on page 5-18 of the FEIS/EIR. The design of the basket structure would conform to required building and planning standards. The Redevelopment Plan described and evaluated in the FEIS/EIR included future development of the block immediately to the east of the terminal along Beale Street. The extension of a pedestrian bridge over Beale Street would not limit or constrain the uses in the area and would be compatible with future development as evaluated by the Redevelopment Plan for the area. Pedestrian circulation will be maintained along the street.

The City's General Plan Urban Design Element Policy 2.8 creates a presumption against vacating street areas. Policy 2.9 lists criteria under which a vacation may occur. Under Policy 2.9(B), vacations for the baskets and pedestrian bridge may be considered favorably. The basket structures enhance the visual appeal of the TTC and will enhance the character of the TTC as a visual focal point for the Transbay Redevelopment Project area. The baskets also further the public values of streets; they do not interfere with adequate light and air to pedestrians below the baskets, and provide views to the outside for people within the TTC. The bridge over Beale Street is a small-scale pedestrian crossing. It will span from one side of Beale street to the other, and be at most 30 feet wide, and likely less. The bridge is necessary for public access to and from the Transit Center. It will connect to a proposed building on the east side of Beale, which would provide for egress from the underground train box levels of the TTC. Pedestrian access to the retail and park levels of the TTC would be facilitated by providing a means to cross Beale Street. Additional access to the rooftop park will encourage use of the park.

Vacation for the baskets and pedestrian bridge are also consistent with the criteria listed in Urban Design Element Policy 2.9(A). Because the design modifications will only occupy air space, they will not eliminate street space, disrupt vehicular or pedestrian circulation, or interfere with the rights of access to private property. Further, because the

pedestrian bridge will improve access to the 5.4 acre park atop the TTC, it will enhance public recreation activities and open space. The impacts on the scale and character of the surrounding development will be similar to the visual and aesthetic impacts discussed for the TTC in the FEIS/EIR, pages 5-112-121. The basket structures will begin approximately 18 feet above the streets and the pedestrian bridge will be located approximately 65 feet above the street. This is sufficient clearance to allow emergency vehicles to access the streets. Overhead trolley lines currently exist on Beale Street. The TJPA is working with the MTA to permanently relocate those utilities and will reimburse the MTA for relocation costs. The basket structures and pedestrian bridge do not add to the height of the building. Although the basket structures increase the width of the Transit Center, they add visual interest and appeal to the building design.

There is not a significant view along Beale Street that would be obstructed or diminished by the pedestrian bridge. Currently, the view looking southwest along Beale Street from the corner of Mission and Beale Streets is impeded by the existing Transbay Terminal bus ramps. Beyond the bus ramps is the Harrison Street and I-80 freeway crossings over Beale. Existing buildings obstruct the view from Beale Street to Rincon Hill. The view northwest from Howard and Beale Streets similarly is impeded by the existing bus ramps. Beyond the bus ramp is a view of highrise buildings. Similarly, the views looking up and down Minna and Natoma Streets consist of industrial and highrise buildings. There is no existing view to the San Francisco Bay along these streets.

The TTC pedestrian bridge over Beale Street would connect the TTC to property currently owned by Caltrans that would be developed as part of the Redevelopment Plan for the area, as described in Chapter 2 of the FEIS/EIR. The property along the east side of Beale would be transferred from Caltrans to the TJPA according to a Cooperative Agreement.¹ The property is zoned for public use. Future use of the property is planned to be for a building to accommodate egress stairs from the below-ground train box levels of the TTC and mechanical equipment to support the TTC. (See FEIS/EIR Addendum No. 1 p. 10 and Recommended Program Implementation Strategy, Transbay Joint Powers Authority, Feb. 10, 2006 (showing building on east of Beale)).

Under Urban Design Element Policy 2.10, release of street areas is permitted in the least extensive and least permanent manner appropriate. Here, only air rights are sought to be vacated for the proposed basket structures and pedestrian bridge, and surface streets would remain public ROW. Although the TJPA seeks to have the vacated properties conveyed in fee simple, this is appropriate given the long-term and public use of the property for the TTC.

The basket structures and pedestrian bridge are consistent with other General Plan Urban Design Policies. Existing street patterns will not be disrupted. The basket structures would add a design element that makes the TTC a more prominent center of activity. They will assist in distinctively identifying the TTC, making it easily understood and

¹ State of California Department of Transportation District Agreement No. 4-1984-C (effective date July 11, 2003), City and County of San Francisco Resolution No. 441-03 (approved July 11, 2003), and Transbay Joint Powers Authority Board of Directors Resolution No. 03-004 (approved May 30, 2003).

remembered as a transit stop. The basket structures would not interfere with views downward to the proposed park from higher surrounding view points. See Section M, below, for additional discussion of the visual and aesthetic impacts of the basket structure. The pedestrian bridge would create a continuous design connection between the rooftop park and the adjacent property, providing additional access the park from the outside in addition to access from inside the TTC. The bridge will also provide an additional point from which to view the rooftop park and downtown.

The pedestrian bridge may have some adverse impacts, however these would not be significant. As discussed above, the pedestrian bridge's shadow impacts on the street will not be significant. The bridge will slightly clutter the air space surrounding the TTC and rooftop park. The existing conditions along this stretch of Beale Street, however, includes several overhead crossings. The existing bus ramps for the Transbay Terminal currently cross Beale Street in two locations, north and south of Howard Street. South of that, Harrison Street crosses over Beale. I-80 crosses over Beale Street south of Harrison Street. The existing bus ramps will be demolished during construction of the TTC. The proposed pedestrian bridge will allow for a lighter, more visually pleasing design than the existing bus ramps. In addition, the pedestrian bridge would be located approximately 65 feet above the street. Thus, pedestrians would still have relatively expansive views through the street beneath the bridge.

B. Displacements and Relocations

The proposed public ROW vacations necessary for the basket structure and bridge over Beale Street would not divide an established community or conflict with applicable land uses plans, policies, or regulations, but would allow a portion of the building to overhang (but not obstruct) the sidewalk on Minna, Natoma, and Beale Streets. The City currently owns all property to be conveyed to the TJPA following the public ROW vacations. As noted above, property along the east side of Beale would be transferred from Caltrans to the TJPA according to a Cooperative Agreement.² The new design of the basket structure would continue along the entire side of the TTC connecting several blocks together in a cohesive fashion. The pedestrian bridge would also provide pedestrian circulation vertically and horizontally connecting the blocks and improving land use compatibility.

C. Socio-economics

The beneficial socio-economic impacts resulting from the increased activity and economic vitality generated by the project would remain as described in the FEIS/EIR (p. 5-35).

D. Community Facilities and Services/Safety and Security

The public ROW vacation process during TTC construction would comply with FEIS/EIR mitigation, which includes, but is not limited, to a combination of construction contract specifications, drawings, and provisions, as well as public affairs and a public construction coordination programs (FEIS/EIR pp. 5-198 to 200). The vacation has been

² State of California Department of Transportation District Agreement No. 4-1984-C effective date July 11, 2003, City and County of San Francisco Resolution No. 441-03 approved July 11, 2003, and Transbay Joint Powers Authority Board of Directors Resolution No. 03-004 signed May 30, 2003.

designed to reduce impacts to area businesses and property owners, and so that project mitigation would best meet community needs. Construction within the vacated areas would comply with the Safety and Security guidelines in the FEIS/EIR (pp. 5-122 and 5-225). The additional construction activities, which represent a small portion of the entire TTC construction effort, would not require additional staff or public service capacity to respond to emergencies in the area.

E. Parklands/Schools/Religious Institutions

Public ROW vacations would not alter the finding in the FEIS/EIR (pp. 5-44, 5-45, and 5-204) that the project would not produce adverse impacts to parks, schools, and religious institutions, since none of these uses are located in the immediate vicinity of the vacations identified. The project includes additional park space that can be accessed by the public.

F. Air Quality

Construction of the Beale Street pedestrian bridge and the basket structures would result in no change to potential air quality impacts previously evaluated in the FEIS/EIR. As stated on page 5-205 of the FEIS/EIR, there are no quantitative emissions thresholds for construction activities, which are by their nature temporary and occur over a large area, potentially affecting different receptors at different times. The project would comply with the Bay Area Air Quality Management District's (BAAQMD) approach to the analysis of construction impacts through the implementation of control measures. The public ROW vacations and construction of the Beale Street bridge would comply with measures listed on pages 5-205 and 5-206 of the Final EIS/EIR, which includes but is not limited to watering all active construction areas at least twice daily; covering all trucks hauling soil, sand, and other loose materials or requiring all trucks to maintain at least two feet of freeboard; and sweeping daily (with water sweepers) all paved access roads, parking areas and staging areas at construction sites.

G. Noise and Vibration

Construction of the baskets and Beale Street bridge would not result in new significant or substantially increased operational impacts to noise or vibration levels. Construction would be conducted in compliance with previously adopted FEIS/EIR Mitigation Measures NoiC 1 to NoiC 6, which would reduce impacts to less than significant.

H. Geology and Seismology

The TTC has been designed with pile supported foundations sufficient to support all functions (FEIS/EIR pp. 5-79 to 5-80, 5-225). The new basket-like curtain wall structure would be designed to connect into the existing superstructure intended to support the TTC. The design elements would be evaluated along with the entire structure to conform to required code standards for seismicity. Structural components of the project would be designed and constructed to resist strong ground motions approximating the maximum anticipated earthquake (0.5g) (FEIS/EIR p. 5-80). As identified in the FEIS/EIR, supports would serve to minimize settlement and lateral displacement resulting from seismic shaking (FEIS/EIR p. 5-80). The Beale Street bridge would be designed to the same construction standards identified in the FEIS/EIR for the TTC. Therefore no additional

significant impacts are anticipated due to geology or soils than those previously evaluated.

I. Water Resources and Floodplains

No long-term adverse impacts on water resources and floodplains were identified in the FEIS/EIR. The limited area affected by construction activities for the Beale Street bridge would not change the risk of impact to water resources or floodplains from that described in the FEIS/EIR (p. 5-80).

J. Utilities and Energy

As discussed in the FEIS/EIR, the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project would result in an increase in demand for and use of water and energy, but not in excess of amounts expected and provided for in the area (FEIS/EIR p. 5-81). The Beale Street bridge and basket construction activities would require minor amounts of water and energy, as compared to the project, and operation would not require additional sources beyond those previously evaluated in the project's environmental documents. As identified on page 2-11 of the FEIS/EIR, design of the terminal would incorporate sustainable features that would allow the building to use site-specific wind, daylight and shading to reduce the building's energy needs. The basket structures would allow for the passage of more light through the TTC. The use of more translucent materials would provide transparency during the day and at night. The additional light that would filter into the space during the day would reduce energy needs.

K. Historic and Cultural Resources

The public ROW vacation above ground would occur in air space above street level and would not impact historical resources in the area. The new design of the elevation consisting of a basket-like structure will provide a modern style of architecture that is not currently represented in the area. However, the TTC design modifications do not significantly change the impacts already analyzed in the FEIS/EIR as the features described in this addendum would remain visually cohesive with the area, and analysis of impacts to historic districts and resources, as evaluated on pages 5-112, 5-116, and 5-117, would be consistent with current design proposals. The transparency of the design would allow for views through the space reducing the visual obstruction of existing historic architecture in the vicinity, a beneficial effect. Historic properties are not located on the east side of Beale Street where the pedestrian bridge would extend over Beale Street. Although, below ground construction associated with public ROW vacation and construction of the Beale Street bridge may not result in new or more severe impacts to cultural resources, it has the potential to impact unknown cultural resources. TTC construction activities would comply with previously adopted mitigation as indicated in the Memorandum of Agreement between the local and federal lead agencies and the State Historic Preservation Officer (FEIS/EIR Appendix G), and potential impacts would be less than significant (FEIS/EIR pp. 5-86 to 5-90, 5-216, and Appendix G).

L. Hazardous Materials

If hazardous materials are encountered during utility relocation for public ROW vacation, they would be handled as indicated in the FEIS/EIR (pp. 5-222 to 5-224).

M. Visual and Aesthetic

Design of the TTC elevation now proposes an organic basket-like structure with an undulating appearance that alternates between concave and convex curves, suspended over the side walk. This specific design feature would provide more visual interest along the street and would not result in a more severe impact to the existing visual character of the site than previously evaluated in the FEIS/EIR.

The new curved design of the basket structure would be constructed of materials allowing for better transparency when compared to the design originally analyzed in the FEIS/EIR. This will allow for the passage of daylight into the space on the concourse and bus levels during the daytime and the illumination of inside light onto the street during the nighttime when the TTC is operating. The new design would enhance views into the TTC space from the street so that functions and activities would be identifiable and easier to locate. The transparency of the structure would also allow for more continuous views outward for users of the TTC. The basket structure would be suspended over the sidewalk creating an overhead covering, providing a translucent quality that would allow for light to filter down to the street level.

View corridors along the street would be interrupted at First and Fremont Streets where bridge portions would cross over the streets. This would alter the public view at the ground level to some extent; however, the structure would frame views down the street and views to the north and south are still possible. The view obstruction looking upward from the street would not be substantial, and this impact would not be considered significant. Additionally, the new transparent design would allow for some views through the structure. The new design would enhance the pedestrian visual experience at the roof park and bridge levels over the street. Views at this height would be provided in multiple directions that are not currently achievable from the street level.

The design modification impacts from above ground light and glare would be within the envelope of those previously evaluated by the FEIS/EIR as the materials and equipment to be used are anticipated to be similar to those previously analyzed. Construction-related light and glare would be consistent with FEIS/EIR findings that construction would generate additional night lighting but not in amount unusual for a transportation hub in a developed urban area (FEIS/EIR p. 5-120). Short-term visual changes as a result of temporary construction activities are common and accepted elements in the redevelopment area; therefore mitigation is not required (FEIS/EIR p. 5-224). However, as addressed in the FEIS/EIR, TJPA would require project contractors to ensure that at night artificial lightings would be directed to minimize “spill over” light or glare effects.

Once the project is complete, the new TTC design modifications would allow for the passage of more light through the TTC. The use of translucent materials would provide transparency during the day and at night. During the nighttime, the lighting on the

interior would provide some illumination that would also filter onto the street. This would provide a level of light similar to street lamps. Lighting would be designed to limit glare and reflectance upon surfaces to reduce any potential negative effect to users in the vicinity.

See Section A, above, for additional discussion of visual and aesthetic impacts of the pedestrian bridge over Beale Street.

N. Transportation

Construction activities would not impact area traffic with the exception of altering lane configuration during utility relocating or construction of the bridge over Beale Street. The FEIS/EIR previously identified Natoma Street between First and Second Streets; Minna Street between First and Second Streets; and First, Fremont, and Beale Streets between Howard and Mission Streets for street closures during construction (FEIS/EIR pp. 5-160 to 5-161). The construction in vacated areas would comply with FEIS/EIR mitigation which includes, but is not limited to a combination of construction contract specification, drawings, and provisions, as well as public affairs programs. Public ROW vacation would not result in new or additional impacts to transportation as previously identified by the FEIS/EIR.

VII. ENVIRONMENTAL FINDINGS

Based on the above information and analysis, the proposed public ROW vacations for the Transit Center and its design modifications will not trigger the need for subsequent environmental review pursuant to Public Resources Code section 21166 and sections 15162 and 15163 of the CEQA guidelines. The proposed public ROW vacations described in this addendum would not require major revisions to the FEIS/EIR due to new or substantially increased significant environmental effects. Furthermore, there have been no substantial changes with respect to the circumstances under which the public ROW vacations would be undertaken that would require major revisions of the FEIS/EIR due to new or substantially increased significant environmental effects; and there has been no discovery of new information of substantial importance that would trigger or require major revisions to the FEIS/EIR due to new or substantially increased significant environmental effects. Therefore, no subsequent or supplemental environmental impact report is required prior to approval of the public ROW vacations for the Transit Center and its design modifications as described in this addendum.

Figure 1



P:\TJPA\Revisions to EIR\Addendum 5_Street Vacations (4 1 09) .doc

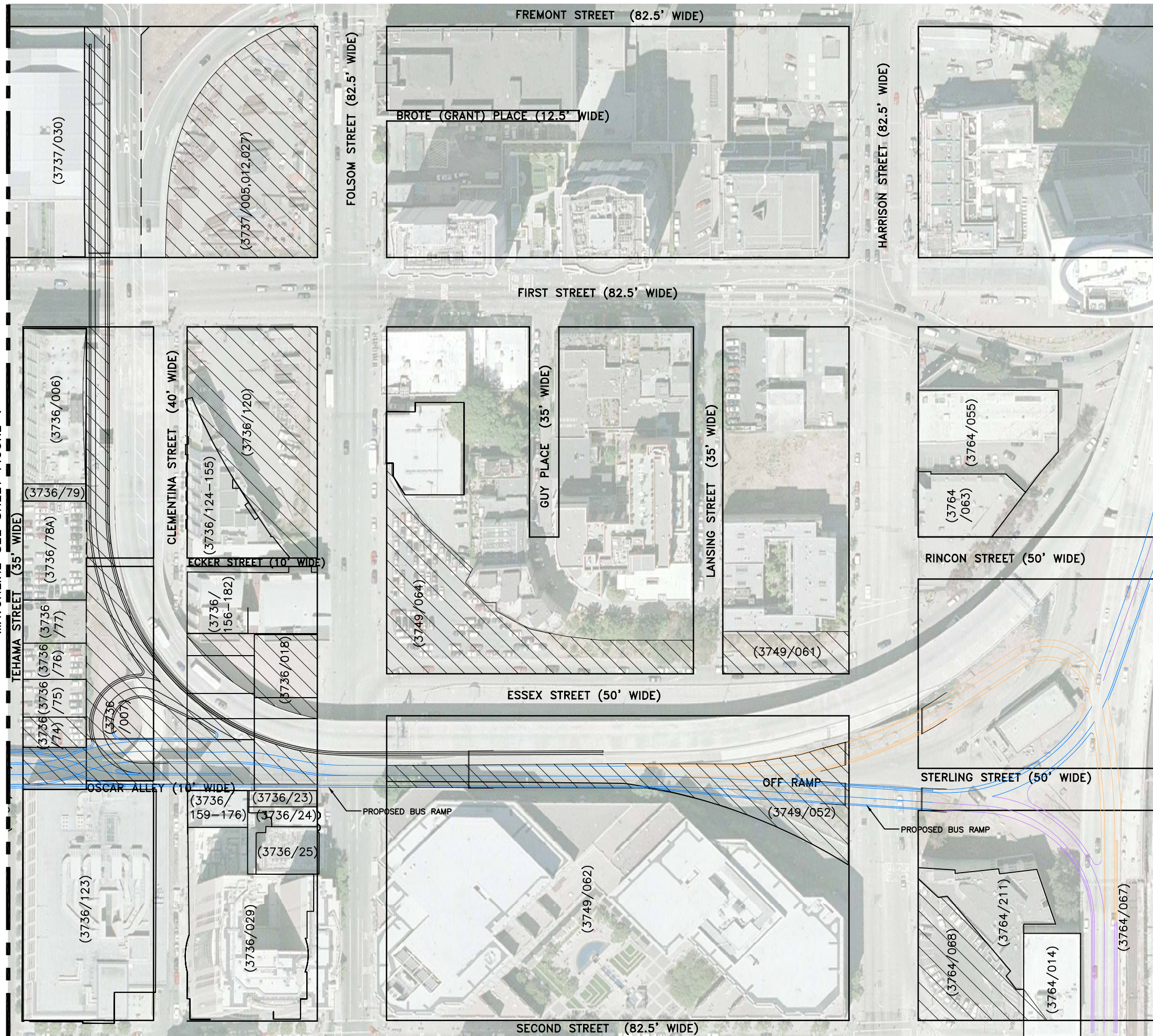


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FIGURE 1

XREFS: TPA-TB 22x24.dwg\AERIAL Photo.dwg\XS-ALTA LOTS.dwg\BUSRAMP-01D.dwg
agres.kotatrics Map 26, 2009 - 1238pm T:\TJPA\Streets and Properties\RDV Vacation\Figure 02.dwg

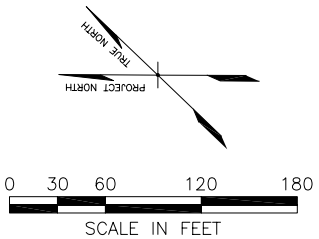
MATCHLINE SEE SHEET FIGURE 1



LEGEND



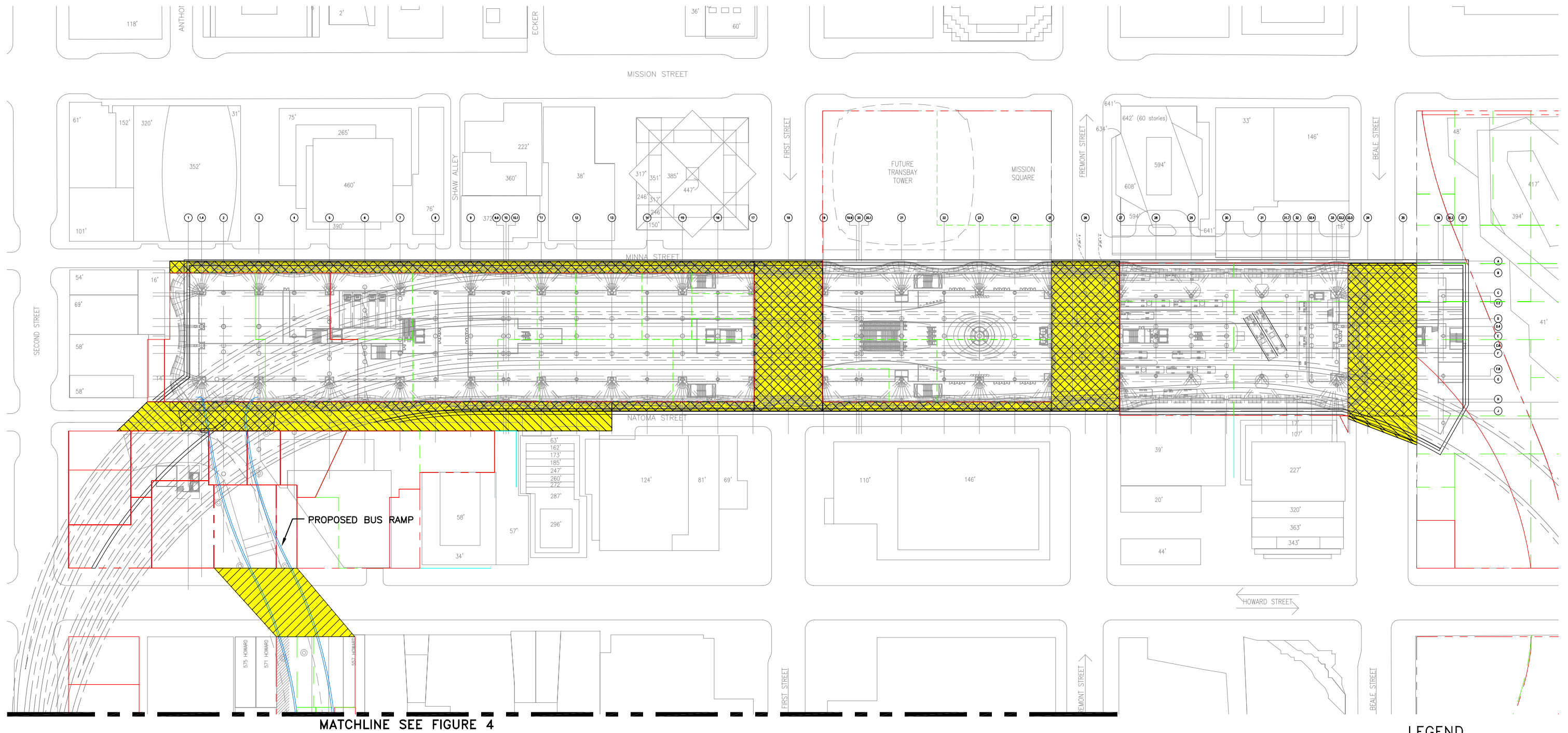
PHASE 1 PROPERTIES NOTED IN
FEIS/EIR FOR TJPA ACQUISITION





ROW VACATION – BUS RAMP
AERIAL PHOTO, JULY 2008
TRANSBAY TRANSIT CENTER PROJECT
SAN FRANCISCO, CALIFORNIA

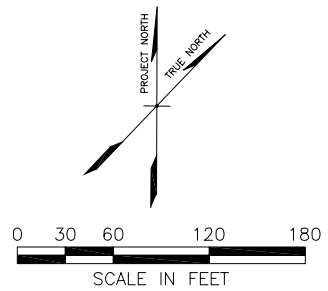
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FIGURE 2



LEGEND

-  ABOVE STREET REQUESTED VACATION
-  BELOW STREET REQUESTED VACATION

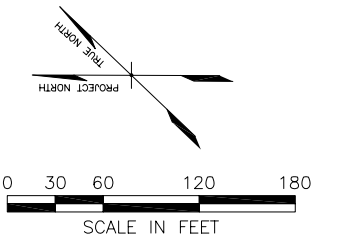
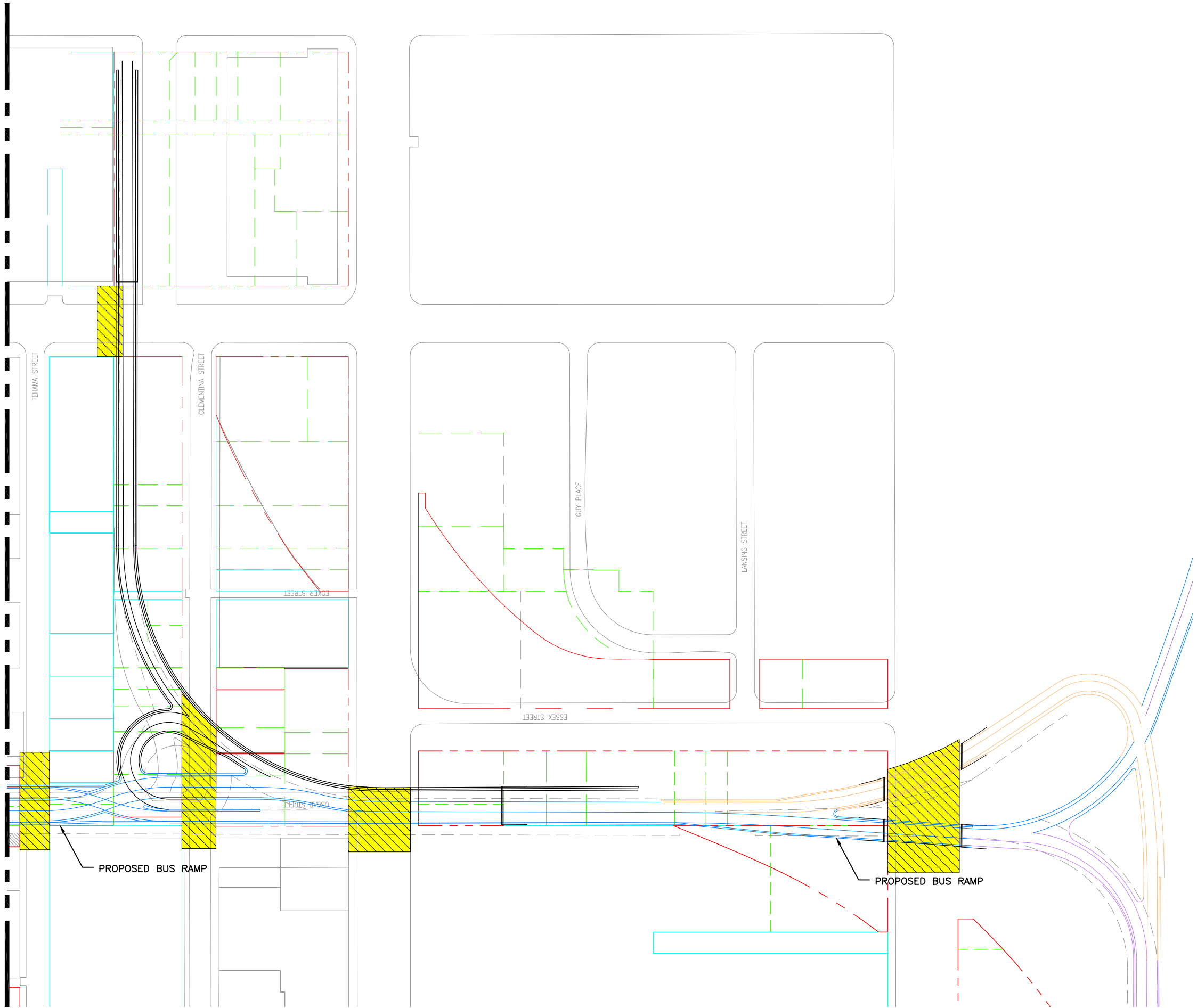


LEGEND

 ABOVE STREET
REQUESTED VACATION

MATCHLINE SEE FIGURE 3

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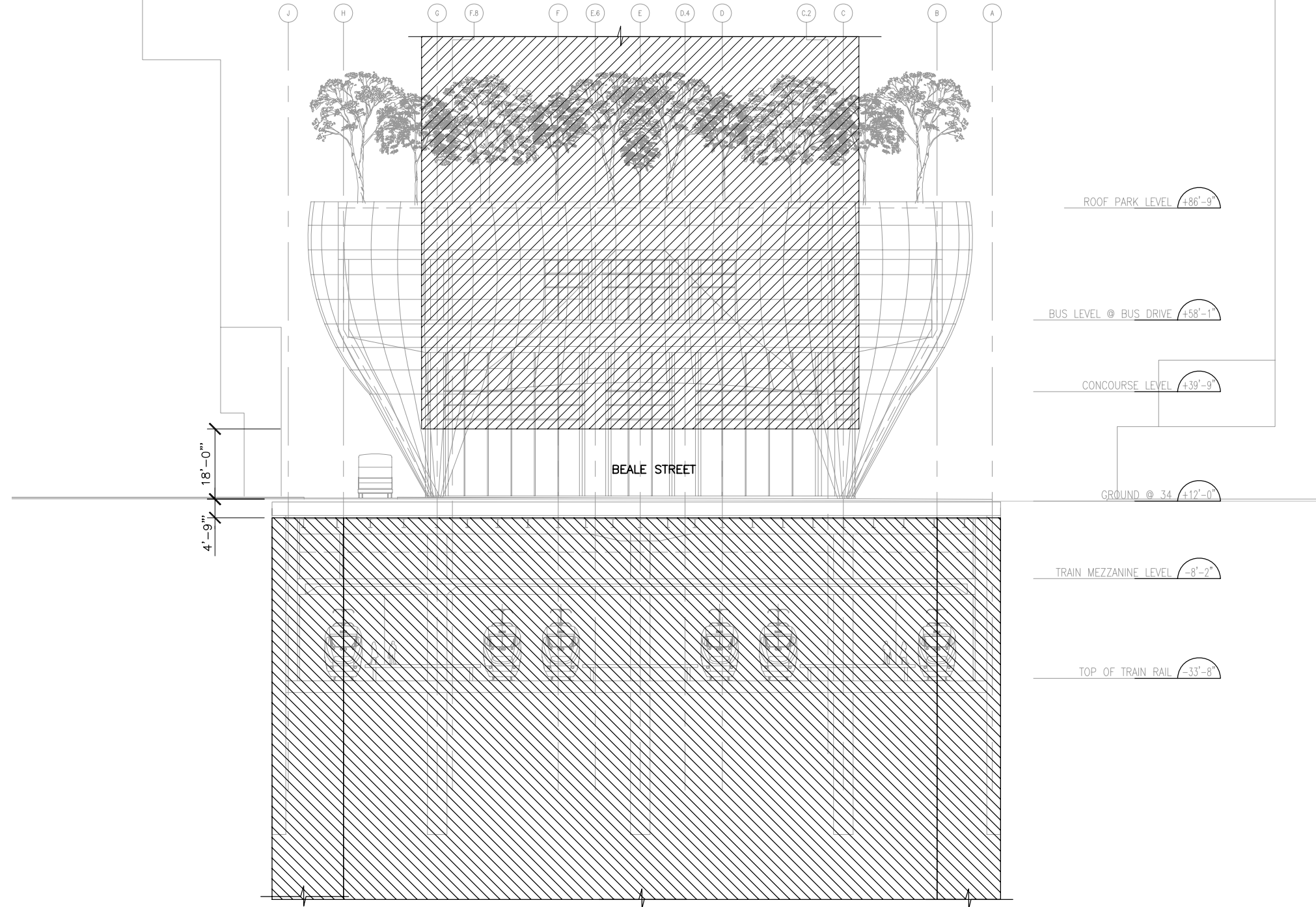


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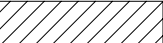
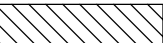
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**ROW VACATION
BUS RAMP**
TRANSBAY TRANSIT CENTER PROJECT
SAN FRANCISCO, CALIFORNIA

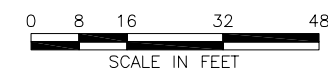
FIGURE 4



LEGEND

-  ABOVE STREET REQUESTED VACATION
-  BELOW STREET REQUESTED VACATION

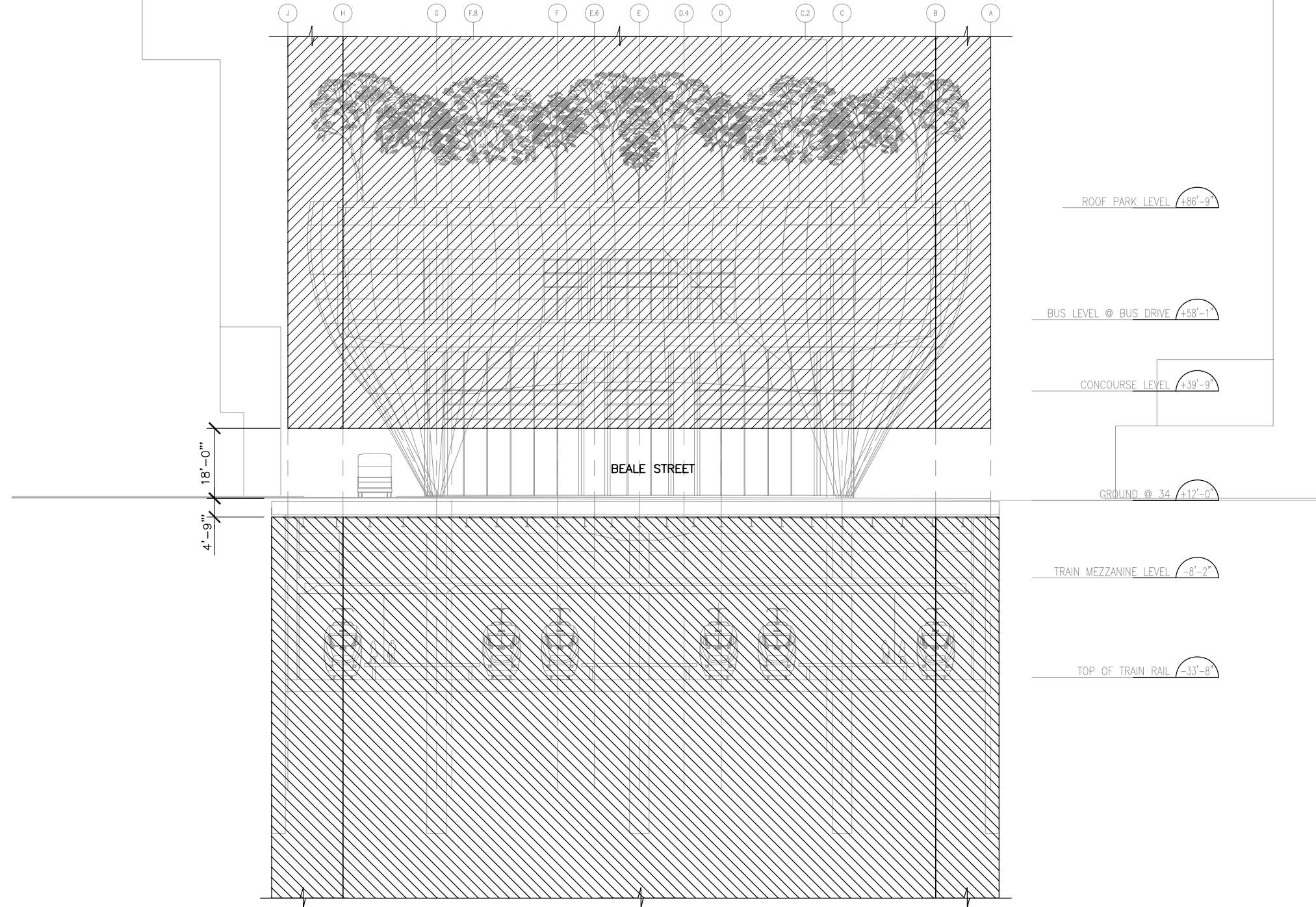
LOOKING WEST
SECTION AT BEALE STREET
SCALE: 1/16"=1'-0"




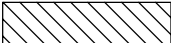
ROW VACATION
BEALE STREET BRIDGE
TRANSBAY TRANSIT CENTER PROJECT
SAN FRANCISCO, CALIFORNIA

APRIL 2009
URS

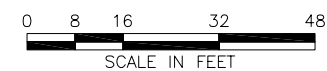
FIGURE 5

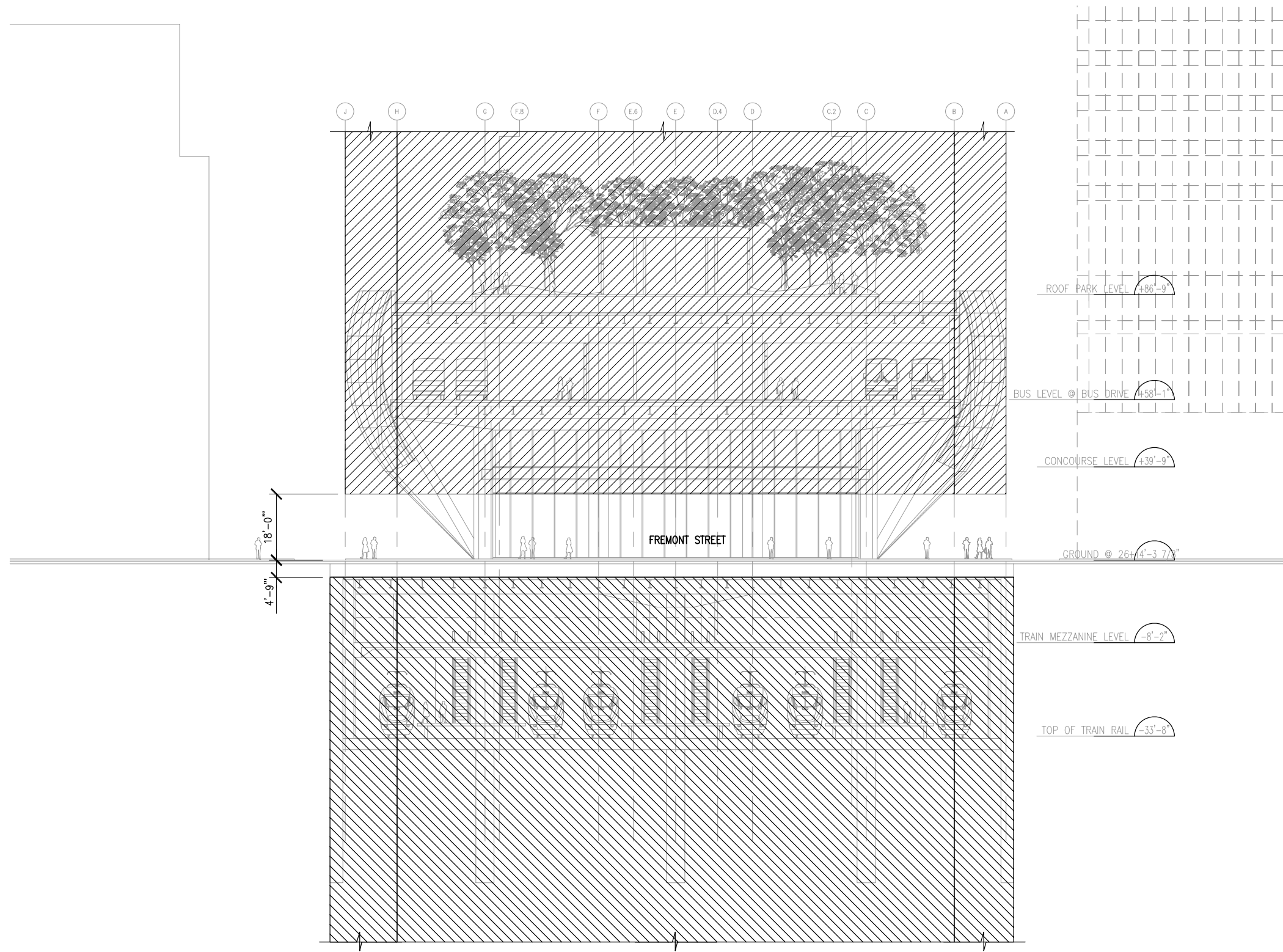


LEGEND


-  ABOVE STREET REQUESTED VACATION
-  BELOW STREET REQUESTED VACATION


LOOKING WEST
SECTION AT BEALE STREET
SCALE: 1/16"=1'-0"





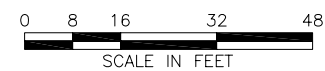
LEGEND

- 

ABOVE STREET
REQUESTED VACATION
- 

BELOW STREET
REQUESTED VACATION

LOOKING WEST
SECTION AT FREMONT STREET
SCALE: 1/16"=1'-0"





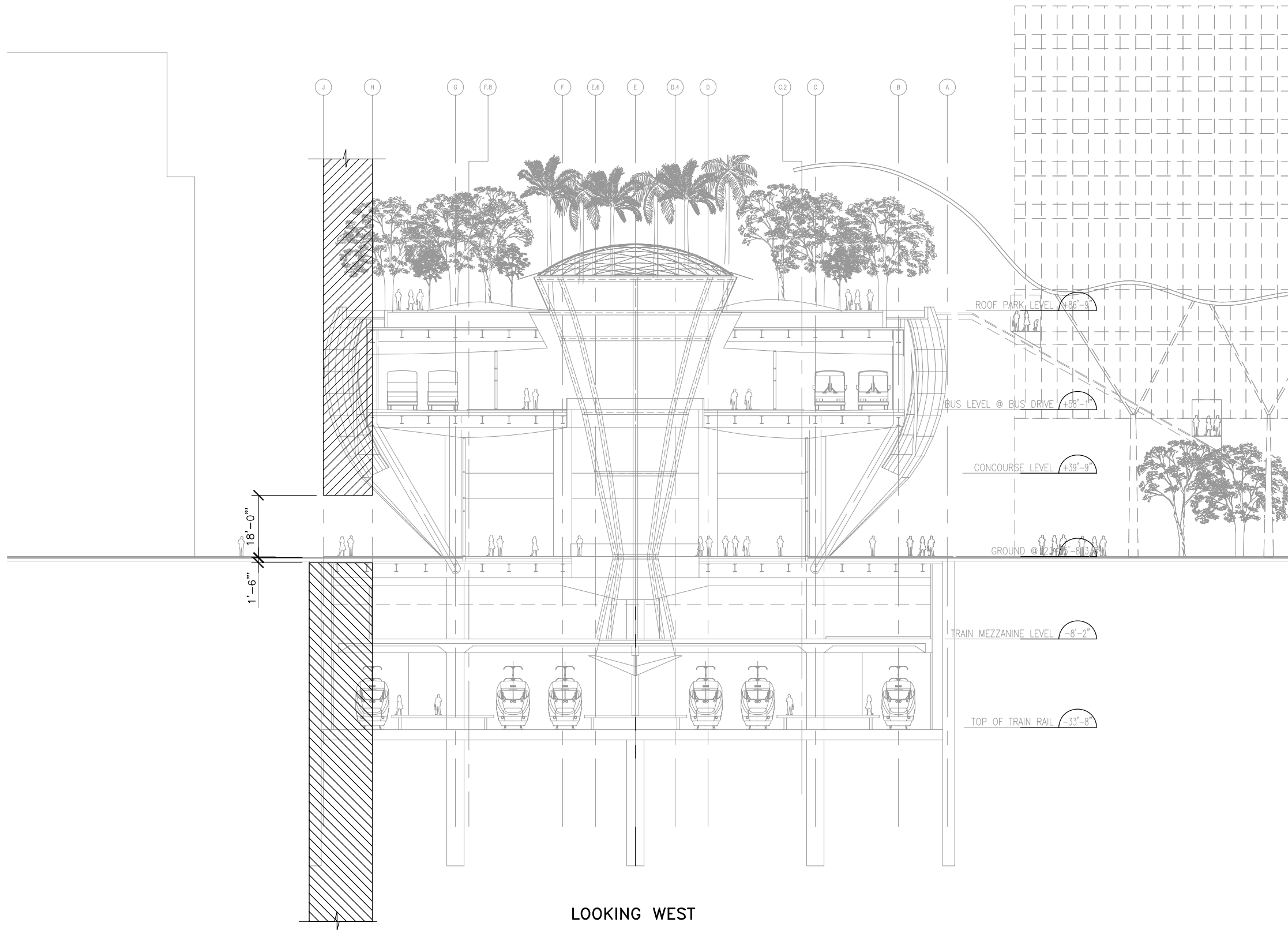
ROW VACATION
FREMONT STREET
TRANSBAY TRANSIT CENTER PROJECT
SAN FRANCISCO, CALIFORNIA

APRIL 2009
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FIGURE 7

LEGEND

-  ABOVE STREET REQUESTED VACATION
-  BELOW STREET REQUESTED VACATION



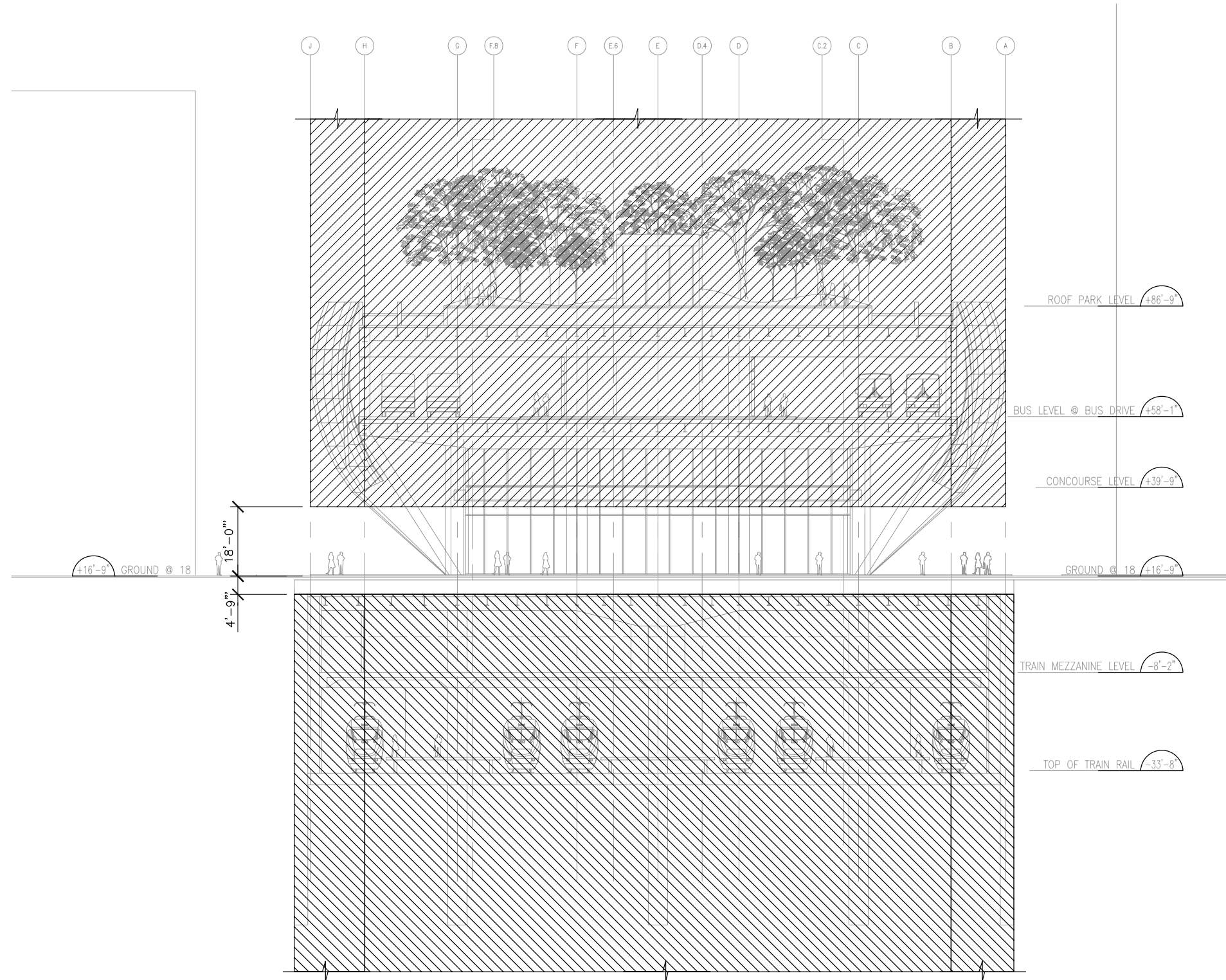
LOOKING WEST
SECTION BETWEEN FREMONT AND FIRST STREET
SCALE: 1/16" = 1'-0"



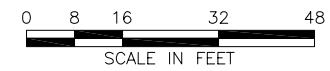
ROW VACATION
BETWEEN FREMONT AND FIRST STREET
TRANSBAY TRANSIT CENTER PROJECT
SAN FRANCISCO, CALIFORNIA

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FIGURE 8



LOOKING WEST
SECTION AT FIRST STREET
SCALE: 1/16"=1'-0"



LEGEND



-  ABOVE STREET REQUESTED VACATION
-  BELOW STREET REQUESTED VACATION

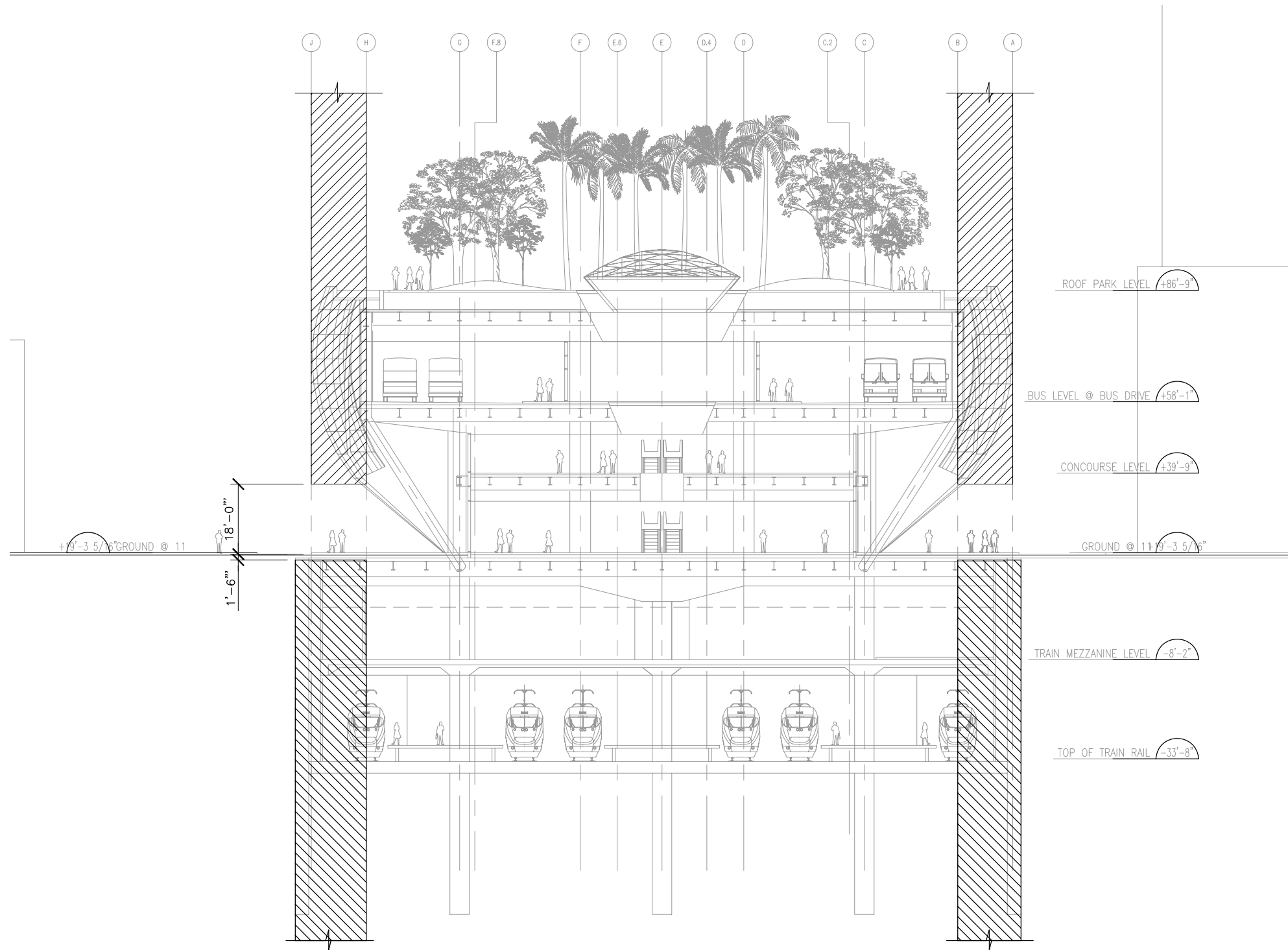
ROW VACATION
FIRST STREET
TRANSBAY TRANSIT CENTER PROJECT
SAN FRANCISCO, CALIFORNIA

APRIL 2009
URS

FIGURE 9

LEGEND

-  ABOVE STREET REQUESTED VACATION
-  BELOW STREET REQUESTED VACATION



LOOKING WEST

SECTION - WEST OF FIRST STREET
SCALE: 1/16" = 1'-0"





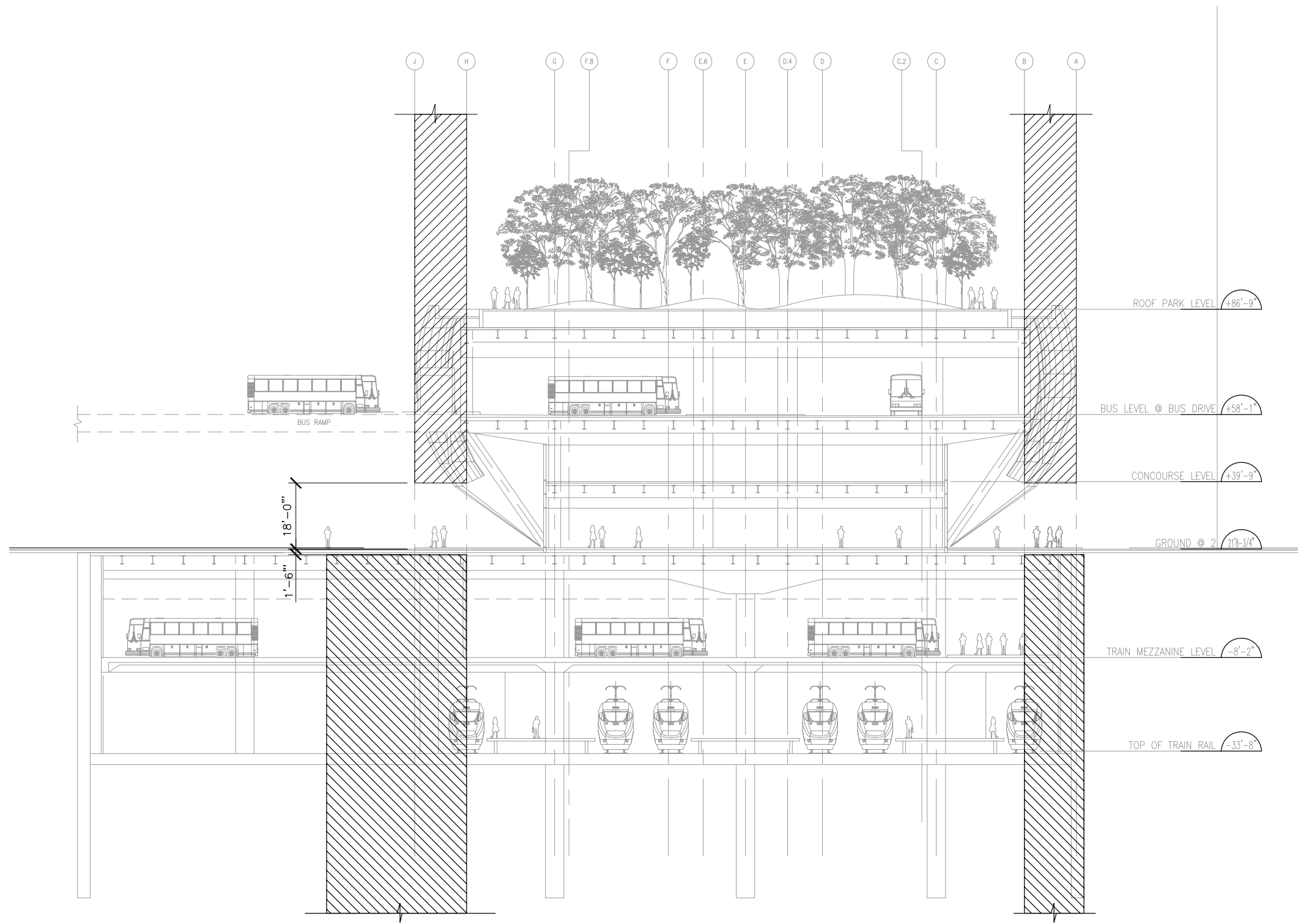
ROW VACATION
WEST OF FIRST STREET
TRANSBAY TRANSIT CENTER PROJECT
SAN FRANCISCO, CALIFORNIA

APRIL 2009
URS

FIGURE 10

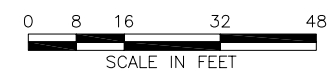
LEGEND

-  ABOVE STREET REQUESTED VACATION
-  BELOW STREET REQUESTED VACATION



LOOKING WEST

SECTION AT WEST END
SCALE: 1/16" = 1'-0"



ROW VACATION
WEST END

TRANSBAY TRANSIT CENTER PROJECT
SAN FRANCISCO, CALIFORNIA

APRIL 2009

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FIGURE 11

**Sixth Addendum to the
Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project
Final Environmental Impact Statement/Environmental Impact Report
(SCH #95063004)**

I. INTRODUCTION

In April 2004, the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project (Transbay Program) Final Environmental Impact Statement/Environmental Impact Report (2004 FEIS/EIR) (SCH #95063004) was certified by the City and County of San Francisco, the Peninsula Corridor Joint Powers Board, and the San Francisco Redevelopment Agency. As used herein, “FEIS/EIR” includes all subsequently approved addenda, which have been prepared pursuant to Section 15164 of the Guidelines implementing the California Environmental Quality Act (CEQA), and are listed below:

- A first addendum to the 2004 FEIS/EIR evaluated modifications to the Transbay Transit Center design and construction staging, and revisions to the Temporary Terminal site plan. The First Addendum was adopted by the Transbay Joint Powers Authority (TJPA) Board of Directors on June 2, 2006.
- A second addendum evaluated modifications to the Locally Preferred Alternative for the Caltrain Downtown Extension Project, including design provisions to allow future construction of a Townsend/Embarcadero/Main Loop, and the delay in construction of tail tracks on Main Street pending the outcome of future rail planning studies to accommodate California High-Speed Rail. The Second Addendum was adopted by the TJPA Board on April 17, 2007.
- A third addendum evaluated adding 546 Howard Street, which was identified in the 2004 FEIS/EIR for partial acquisition, to the list of properties identified for full acquisition. The Third Addendum was adopted by the TJPA Board on January 17, 2008.
- A fourth addendum evaluated the configuration, boarding platforms and waiting areas, bus staging areas, and street design associated with the Temporary Terminal. The Fourth Addendum was adopted by the TJPA Board on October 17, 2008.
- A fifth addendum evaluated the building design for the Transbay Transit Center, specifically, (1) the exterior façade of the upper levels and (2) a pedestrian bridge over Beale Street. The Fifth Addendum was adopted by the TJPA Board on April 9, 2009.

II. SUMMARY DESCRIPTION OF SIXTH ADDENDUM

At the time of certification of the 2004 FEIS/EIR, some design components of the Transbay Program were evaluated at a program level, because project specifics could not be identified in advance of project-level design. Subsequent to certification of the 2004 FEIS/EIR, engineering was initiated for the bus ramps connecting the Bay Bridge (Interstate 80 [I-80]) and the Transbay Terminal (now referred to as the Transit Center). The proposed design includes three new refinements. The first is a cable-stayed ramp connecting the bus ramps with the Transit Center.

The second is the widening of the bus exit off the Fremont Street ramp from westbound I-80; the bus exit is used exclusively for buses to exit I-80 and access the proposed bus ramps leading to the Transit Center. Additionally, since certification of the FEIS/EIR, the footprint for the bus ramp component has been modified to meet the project's design and performance criteria, which is the third refinement. Figure 1 shows the footprint of the proposed refinements to the design for the bus ramp component.

III. PROPOSED BUS RAMP DESIGN REFINEMENTS

This Sixth Addendum evaluates the potential impacts associated with proposed refinements to the design and configuration of the bus ramp component of the Transbay Program, identified by the following three elements.

A. Cable-Stayed Ramp Accessing the Transit Center

The proposed bus ramps linking the Transit Center with I-80 would be a single-level structure, as identified and evaluated in the First Addendum. The First Addendum identified the bus ramps as a single-level ramp approximately 40 feet above street level, and approximately 20 feet lower than the top of the stacked bus ramp component identified in the 2004 FEIS/EIR.

Since certification of the 2004 FEIS/EIR and adoption of the First Addendum, a cable-stayed ramp has been designed to connect the bus ramps to the southwestern end of the Transit Center (see Figure 2). The cable-stayed ramp is the portion of the bus ramps that begins just south of Howard Street and runs northwest to cross over Natoma Street. There would be approximately 32 feet of clearance between Howard Street and the underside of the bus ramps, and approximately 29 feet of clearance between Natoma Street and the underside of the bus ramps.

The cable-stayed ramp would have a tower approximately 90 feet above the bus deck and approximately 127 feet above the ground surface (see Figure 3). The ramp would be supported by 16 cables (eight supporting each side of the tower), each approximately 12 inches in diameter. The cable-stayed ramp, including a steel deck connecting to the Transit Center, would be approximately 330 feet long.

B. Fremont Street Ramp Modifications

The existing bus exit off the Fremont Street ramp is a 12-foot-wide, single-lane exit ramp designed by Caltrans and built in 2008 as part of the West Approach Seismic Safety Project, a portion of the San Francisco-Oakland Bay Bridge Project. The bus exit is intended to provide the transition from I-80 to the bus ramps leading to the Transit Center. As part of the proposed refinements, the Fremont Street ramp would be widened by up to approximately 12 feet (see Figure 2).

In 2006, the San Francisco Redevelopment Commission approved the Transbay Streetscape and Open Space Concept Plan. This plan identified areas under the bus ramps that could potentially be used as recreational hardcourts or pedestrian mews. The area afforded by column spacing and overhead clearances under the Fremont Street ramp could be used for such purposes.

C. Bus Ramp Footprint

The proposed bus ramps would be in generally the same position as the previous ramp on the western side of the Transit Center site and would parallel Essex Street, as identified in the FEIS/EIR. Following adoption of the First Addendum, one previously planned bus level of the Transit Center was eliminated. As a result, the bus ramps linking the building with I-80 would be a single-level structure rather than the two-level, stacked-ramp concept described for the Locally Preferred Alternative in the 2004 FEIS/EIR. See Figure 4, Previously Approved and Proposed Design of the Bus Ramp Component, which shows the bus ramp locations in the 2004 FEIS/EIR and the First Addendum as compared to the proposed refined design. The pink line in Figure 4 represents previously approved bus ramp areas, the light blue line represents proposed design areas, and the purple line shows the overlap between the two designs.

The proposed footprint is substantially similar to the previously approved design, with the exception of the eastbound I-80 on- and off-ramps, which now encircle the Sterling Street Substation. The eastbound I-80 on- and off-ramps would overlay or be adjacent to an existing ramp structure, and are similar to what was evaluated in the FEIS/EIR.

IV. ENVIRONMENTAL ISSUES

The FEIS/EIR evaluated the following natural resources and urban systems categories: Land Use/Wind/Shadow, Displacements and Relocations, Socio-economics, Community Facilities and Services/Safety and Security, Parklands/Schools/Religious Institutions, Air Quality, Noise and Vibration, Geology and Seismology, Water Resources and Floodplains, Utilities, Historic and Cultural Resources, Hazardous Materials, Visual and Aesthetics, Transit/Traffic/Parking, and Construction Methods and Impacts.

In the preparation of this Sixth Addendum, it has been determined that the modifications to the Transbay Program ramp component would have the potential to affect two of these environmental categories. This Addendum analyzes the potential environmental impacts in the following environmental categories: (A) Historic and Cultural Resources and (B) Visual and Aesthetic Resources.

A. Historic and Cultural Resources

a. Cable-Stayed Ramp Accessing the Transit Center

Construction and operation of the proposed cable-stayed ramp would not result in impacts to new or previously unevaluated historic or cultural resources. The structure would be located in the previously evaluated Area of Potential Effect (APE) for the Transbay Program.

b. Fremont Street Ramp Modifications

The Fremont Street ramp is not a historic resource because it was constructed in 2008 as part of the San Francisco-Oakland Bay Bridge West Approach Seismic Safety Project to replace the

original Fremont Street ramp.¹ As part its analysis, documented in a memorandum entitled, *San Francisco Transbay Terminal Bus Ramp Documentation and Analysis* (Appendix 1 hereto) JRP Historical Consulting, LLC, found that because the Fremont Street ramp is a component of the Transbay Program, for which Section 106 consultation was completed in accordance with the Memorandum of Agreement between the Federal Transit Administration and the California State Historic Preservation Officer Regarding the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project in San Francisco, California, no additional compliance would be necessary under Section 106 or CEQA.

c. Bus Ramp Footprint

The proposed refined design for the bus ramps would result in the ramp passing closer to the Sterling Street Substation than the configuration identified in the FEIS/EIR. This building possesses a high degree of integrity and is eligible for listing on the NRHP as a contributing element of the Bay Bridge, which itself is listed. However, the substation is included in the NRHP not for its specific history, aesthetic or architectural characteristics, or setting, but rather as a contributing element to the Bay Bridge. None of the important contributing elements to its eligibility would be diminished by construction of the bus ramps; therefore, a constructive use² would not occur. The proposed design refinements would not demolish or damage the substation (William Self Associates, 2010) (Appendix 2).

Impacts to the previously existing Transbay Terminal Bus Ramp were considered to be significant and unavoidable in the FEIS/EIR, even with mitigation (page 7-6 to 7-7 of the 2004 FEIS/EIR). The final bus ramp location would not result in new or substantially more severe significant impacts to historic and cultural resources beyond those previously evaluated in the FEIS/EIR.

B. Visual and Aesthetic Resources

a. Cable-Stayed Ramp Accessing the Transit Center

The proposed cable-stayed ramp is designed to minimize visual impacts in the area. The cables connecting the ramp to the tower would likely be a neutral color such as light grey and would connect to a single, slender tower. The tower would be approximately 90 feet above the bus deck and approximately 127 feet above the ground surface (see Figure 3). The cables would be spaced to allow views through the structure. The tower would exceed the height of the Transit Center by approximately 43.5 feet, but would be located in an area that is already developed with taller buildings. As identified in the FEIS/EIR, the physical character of the area is a combination of low-, mid-, and high-rise buildings, ranging from early twentieth-century historic structures and districts to new single and clustered office towers (page 4-67 of the 2004 FEIS/EIR).

¹ The original Fremont Ramp, Bridge #34 0116F, was a contributing element of the Bay Bridge property; however, it was removed in its entirety in April 2004 by the West Approach Seismic Safety Project, and replaced with Bridge #34 0127S. Detailed discussion of the project and the removal of the Fremont Ramp is included in Alec Melkonian's *San Francisco-Oakland Bay Bridge West Approach Seismic Retrofit Project* (District 4 Graphic Services, 2009).

² A constructive use occurs when a project's proximity impacts are such that the features or attributes that qualify a resource for listing on the NRHP are substantially diminished (see Appendix 2).

Additionally, under the proposed Transit Center District Plan, additional tall buildings would be constructed in the area. Currently, the area adjacent to the proposed cable-stayed ramp is zoned for buildings up to 450 feet. The public draft of the Transit Center District Plan (November 2009) proposed zoning heights ranging from 350 to 750 feet in the immediate vicinity of the proposed cable-stayed ramp.

The cable-stayed ramp would be consistent with the FEIS/EIR, because it was determined that the overall character of the Transbay Program area would change from a low-rise area dominated by early twentieth-century industrial buildings interspersed with surface parking lots to a more dense urban area of newer mid- and high-rise buildings with over 80-foot-high bases (page 5-116 of the 2004 FEIS/EIR). The tower would extend beyond the height of the Transit Center, but would be designed to be visually consistent with surrounding taller buildings in this urban environment, and would enhance the visual design in the area. Therefore, the cable-stayed ramp would not result in new or additional impacts to visual or aesthetic resources beyond those previously evaluated in the FEIS/EIR.

b. Fremont Street Ramp Modifications

The modifications to the Fremont Street ramp would result in the widening of an existing freeway ramp to connect the bus ramps and the Transit Center. As identified in the FEIS/EIR, blocks and streets in the project area are punctuated by vehicular overpasses from the highway, the Bay Bridge, related off-ramps, and bus ramps. The Fremont Street ramp modifications would be consistent with the existing ramps in the area and the proposed bus ramps. The widening of the Fremont Street ramp bus exit would not result in new or more visually intrusive features; therefore, the widening of the Fremont Street ramp bus exit would not result in new or additional impacts to visual or aesthetic resources beyond what were previously evaluated in the FEIS/EIR.

c. Bus Ramp Footprint

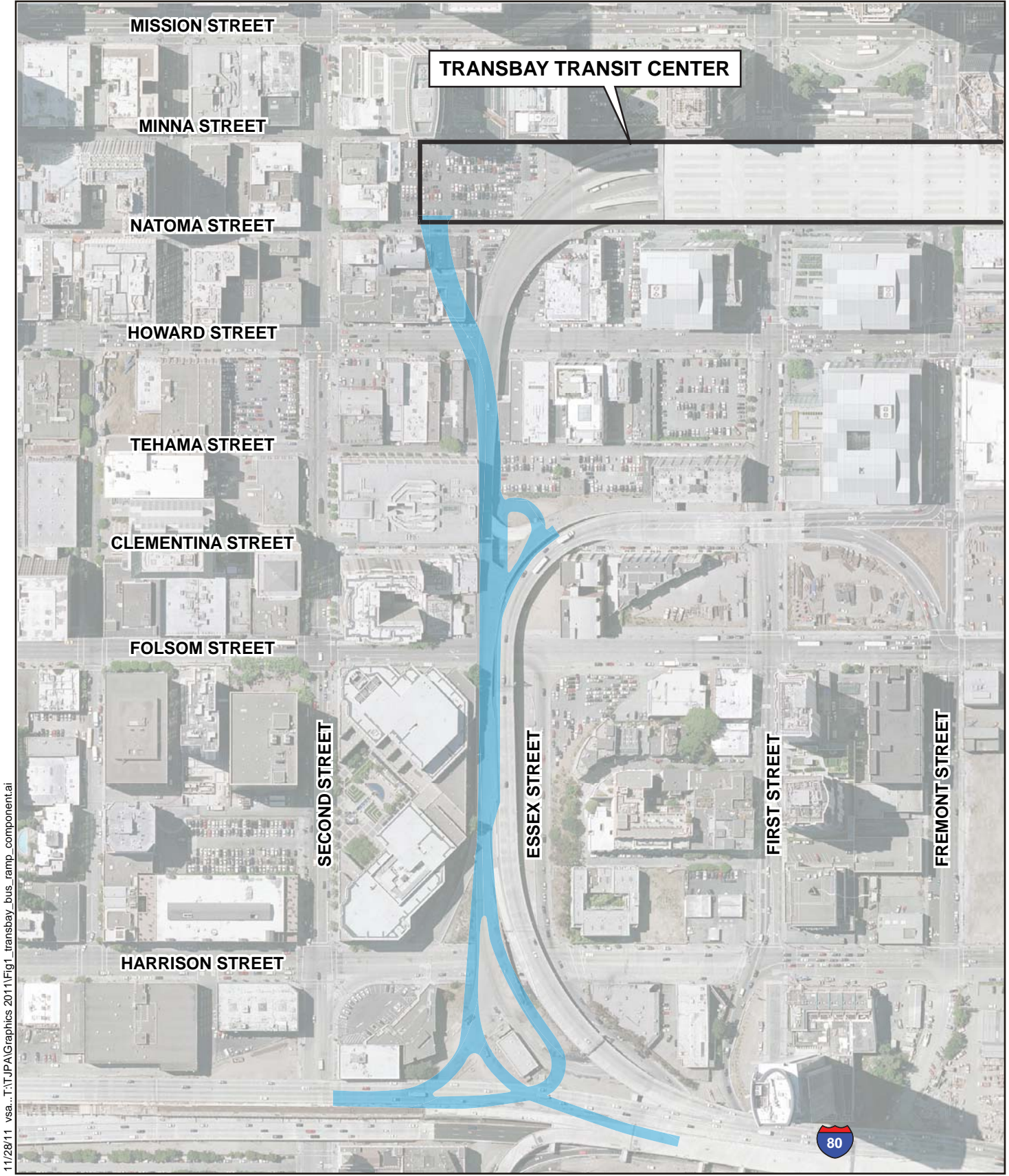
Following adoption of the First Addendum, one previously planned bus level of the Transit Center was eliminated. As a result, the bus ramps linking the building with I-80 would be confined to a single-level structure. The First Addendum concluded that the bus ramp component would be less visually intrusive than the former ramps, and no other impacts were identified as a result of the bus ramp configuration (pages 15 and 17 of the First Addendum).

The proposed refined bus ramp location would not result in new or additional impacts to visual or aesthetic resources beyond those previously evaluated in the FEIS/EIR.

V. CONCLUSION



All significant impacts associated with the bus ramps were previously evaluated in the FEIS/EIR. The proposed design refinements to the Fremont Street ramp and bus ramps, including the bus ramp footprint and cable-stayed ramp, are similar to previous design components evaluated in the FEIS/EIR, and no new or substantially more severe significant impacts have been identified or are anticipated to be identified, nor would these elements substantially change the severity or significance of the environmental impacts disclosed in the FEIS/EIR.

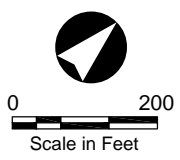
Therefore, the modifications to the Fremont Street ramp, design of the components of the bus ramps, and the footprint for the bus ramps described in this Addendum would not require major revisions to the FEIS/EIR due to new or substantially increased significant environmental effects. Furthermore, there have been no substantial changes with respect to the circumstances under which these design refinements would be undertaken that would require major revisions of the FEIS/EIR due to new or substantially increased significant environmental effects; and there has been no discovery of new information of substantial importance that would trigger or require major revisions to the FEIS/EIR due to new or substantially increased significant environmental effects. Therefore, no subsequent or supplemental environmental impact report is required pursuant to CEQA Guidelines Sections 15162 and 15163 prior to approval of the design refinements as described in this Addendum.



11/28/11 vsa...T:\TJPA\Graphics 2011\Fig1_transbay_bus_ramp_component.ai

LEGEND

-  Location of Transbay Transit Center
-  Proposed Design Footprint for the Bus Ramp Component

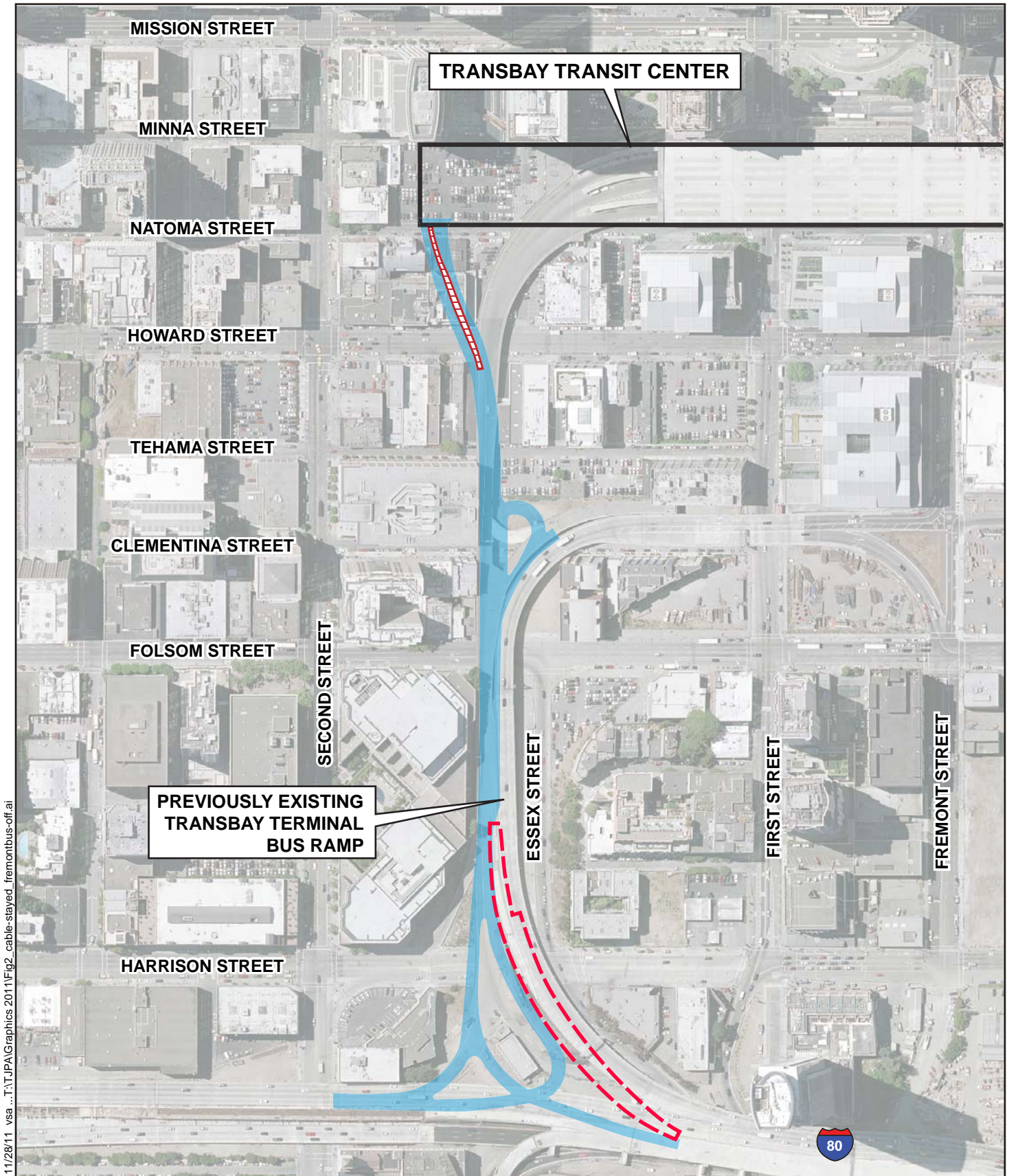


**TRANSBAY PROGRAM
BUS RAMP COMPONENT**

December 2011
Transbay Transit Center
San Francisco, California



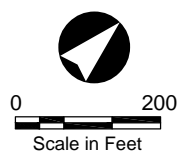
FIGURE 1



11/28/11 vsa ...T:\JPAGraphics 2011\Fig2_cable-stayed_fremontbus-off.ai

LEGEND

- Location of Transbay Transit Center
- Proposed Bus Ramp Design
- Cable-Stayed Ramp
- Fremont Street Ramp Modifications



CABLE-STAYED RAMP AND FREMONT BUS-OFF RAMP

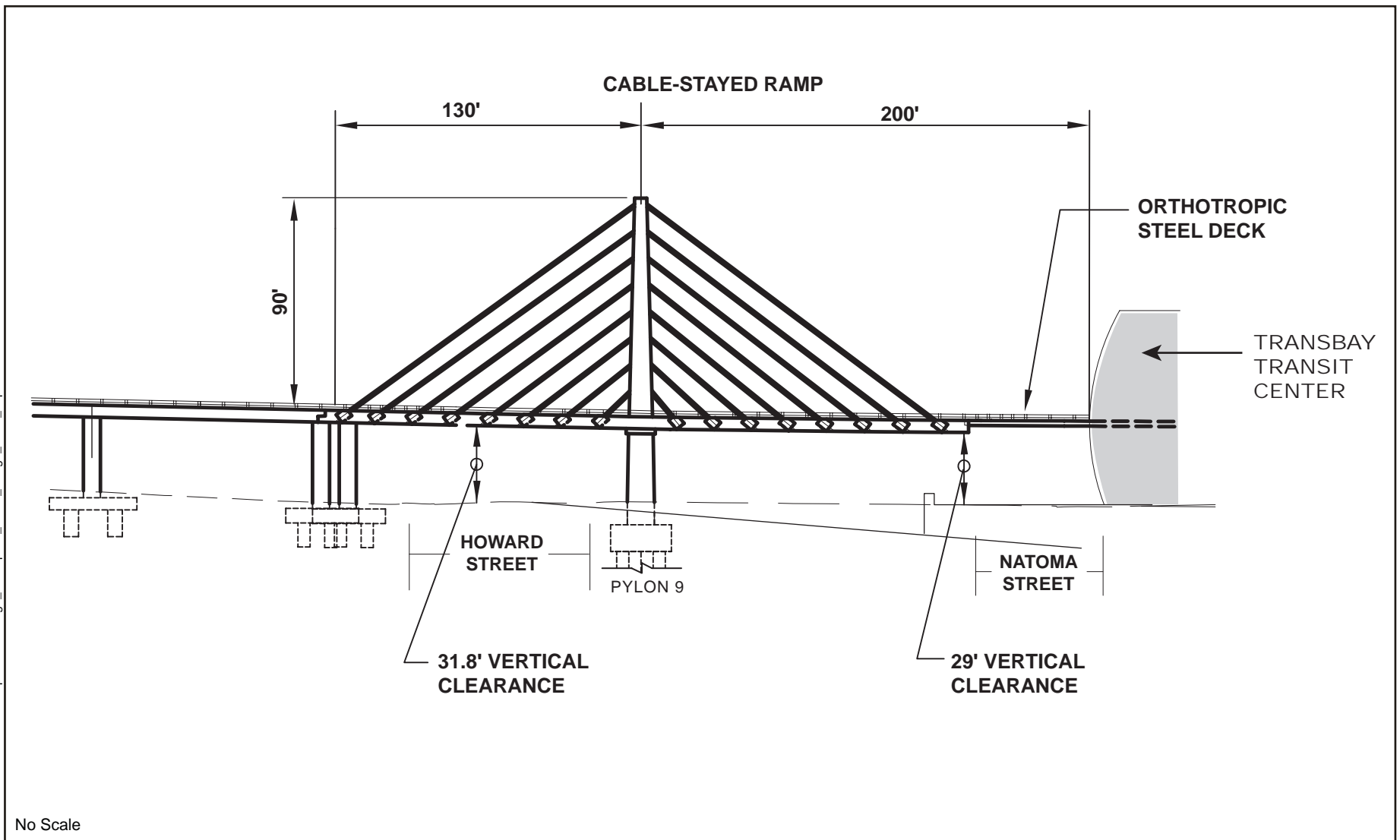
December 2011

Transbay Transit Center
San Francisco, California

URS

FIGURE 2

11/28/11 vsa ...T:\TJPA\Graphics 2011\Fig3_conceptual_visual_design_cable_35pc.ai



Source:
Transbay Transit Center Seismic and Structural Review Committee Presentation, October 10, 2011.

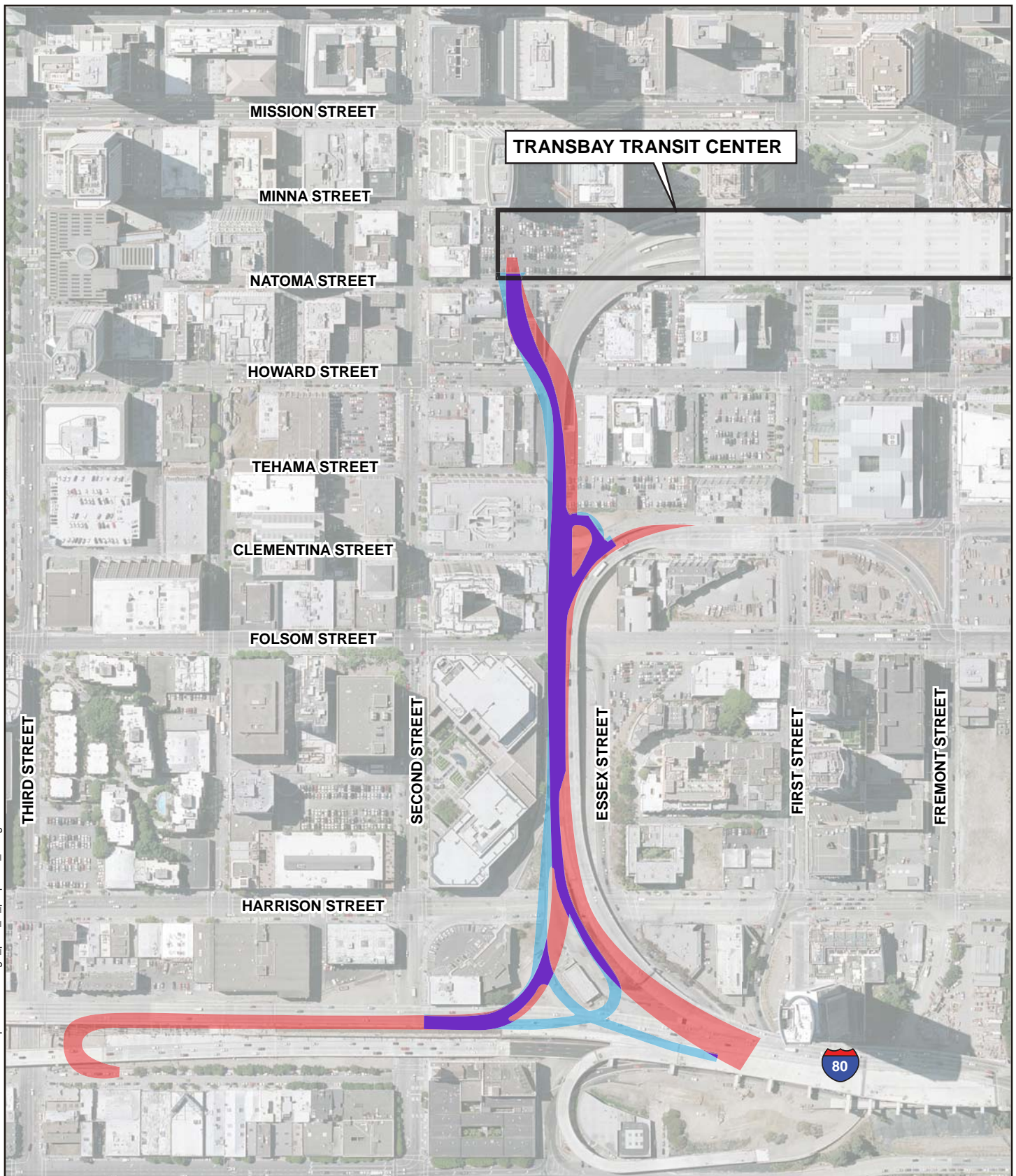
**CONCEPTUAL VISUAL DESIGN
OF THE CABLE-STAYED RAMP
BASED ON 35% DESIGN**

December 2011 Transbay Transit Center
San Francisco, California

URS

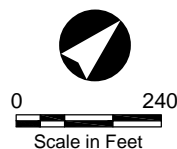
FIGURE 3

11/28/11 vsa ...T:\JPAGraphics 2011\Fig4_prev_ &_proposed_design.ai



LEGEND

- Location of Transbay Transit Center
- Bus Ramp Identified in Proposed Design
- Bus Ramp Identified in FEIS/EIR and Prior Addenda
- Area Common to Previous and Proposed Designs



PREVIOUSLY APPROVED AND PROPOSED DESIGN OF THE BUS RAMP COMPONENT

December 2011

URS

Transbay Transit Center
San Francisco, California

FIGURE 4

Appendix 1

JRP Historical Consulting, LLC, Memorandum
San Francisco Transbay Terminal Bus Ramp Documentation and Analysis

Stephen R. Wee, Principal / President
Rand F. Herbert, Principal / Vice President
Meta Bunse, Partner
Christopher D. McMorris, Partner

Memorandum

Re: Fremont Ramp Modifications Project and San Francisco Transbay Terminal Bus Ramp Documentation and Analysis

Date: June 28, 2011

To: Denise Heck, URS

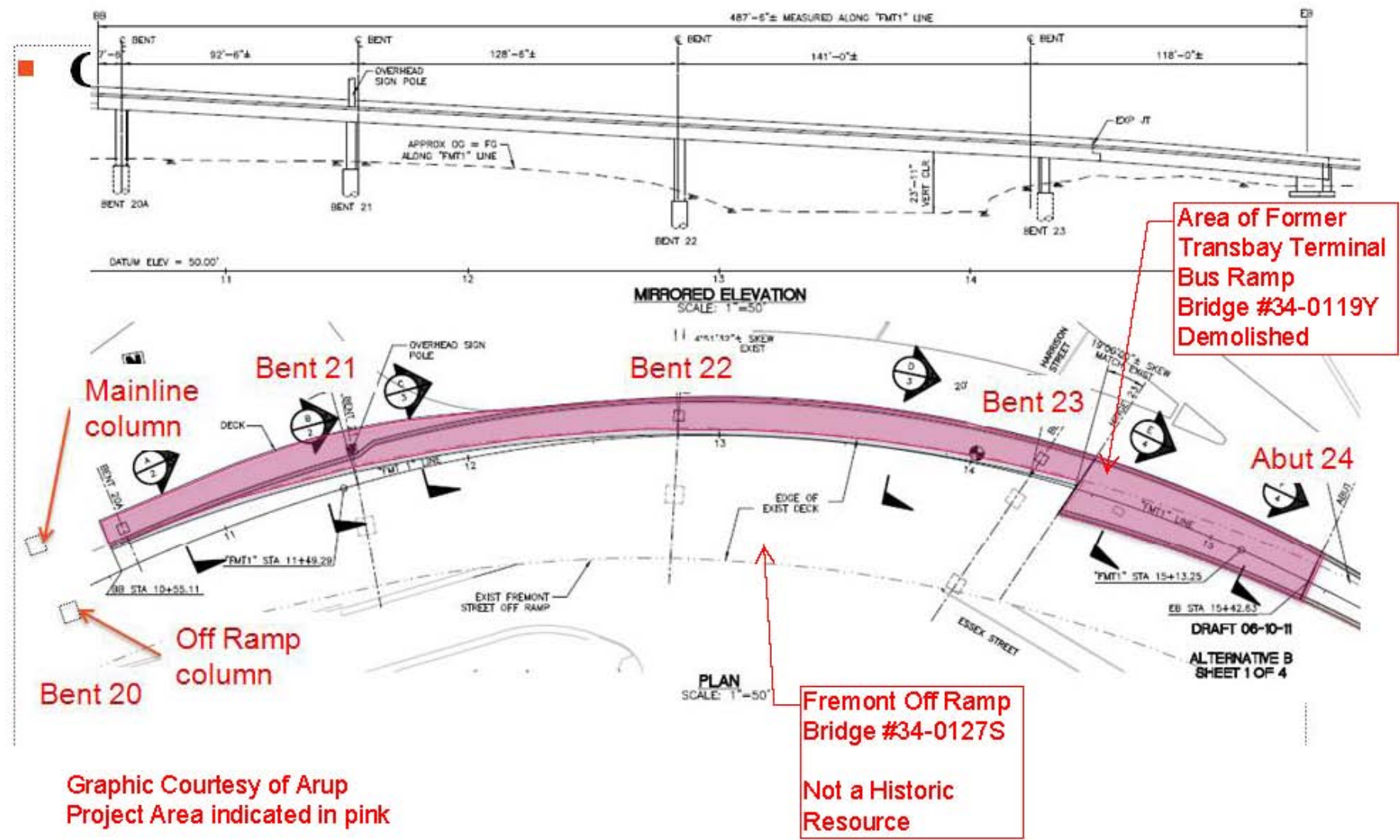
From: Meta Bunse and Polly Allen, JRP Historical Consulting, LLC

This memorandum is in support of the Transbay Transit Center Program Fremont Ramp Modifications Project (Project), and addresses the developmental history and historic status of the former Transbay Transit Terminal Bus Ramp, portions of which were within the proposed project area. The Program proposes to widen the Fremont Street Off-Ramp (Bridge # 34 0127S), a concrete box girder bridge constructed in 2008. The Transbay Transit Center Program requires the alteration of portions of the former Transbay Terminal Bus Ramp (Bridge # 34 0119Y), a decommissioned and largely demolished structure associated with the San Francisco-Oakland Bay Bridge. See **Figure 1** for project location details.

The former Transbay Terminal Bus Ramp was a historic resource under both Section 106 of the National Historic Preservation Act and the California Environmental Quality Act (CEQA) as it applies to historic resources. The ramp was a contributing element of the San Francisco-Oakland Bay Bridge National Register Property (**Appendix A**). The extant Fremont Street Off-Ramp, however, is not an historic resource because it was constructed in 2008 as part of the San Francisco-Oakland Bay Bridge West Approach Seismic Retrofit Project to replace the demolished original Bay Bridge exit ramp (Bridge # 34 0116F). Because some subsurface footings of the original exit ramp may remain under the current Fremont Off-Ramp, this memorandum presents the Program actions and Section 106 and CEQA compliance activities undertaken to address the original ramps and any remaining footings.¹

The memo is organized into three sections and includes a description of the former historic resource (Transbay Terminal Bus Ramp), a summary of the former resource's current Section 106 and CEQA status, and conclusions regarding compliance requirements. The memo concludes that the Transbay Transit Center Program has already satisfactorily fulfilled its Section 106 and CEQA responsibilities related to the former historic resource and that no further compliance actions are necessary under the current Project.

¹ The Transbay Terminal Bus Ramp is listed in the most recent Office of Historic Preservation Data File for San Francisco County (10-05-10). The original Fremont Ramp, Bridge # 34 0116F, was also a contributing element of the Bay Bridge property; however, it was removed in April 2004 by the West Approach Seismic Retrofit Project and replaced with Bridge # 34 0127S. Detailed discussion of the project and the removal of the Fremont Ramp are included in Alec Melkonian's *San Francisco-Oakland Bay Bridge West Approach Seismic Retrofit Project* (District 4 Graphic Services, 2009).



Description of Former Historic Resource

The project area includes a now-demolished, historic resource: the Transbay Terminal Bus Ramp. The structure was designed to carry interurban trains between the lower deck of the San Francisco-Oakland Bay Bridge and the Transbay Terminal and was subsequently adapted for use by buses in the midcentury period.

The property was a contributing element of the San Francisco-Oakland Bay Bridge National Register Property, which was listed on the National Register on August 13, 2001 (NRIS # 00000525). In its entirety, the Bay Bridge property included 15 contributing components: eight distinct bridge/ramp elements, the Yerba Buena Tunnel, four rail substations, the Transbay Transit Terminal Building, and a firehouse (see **Appendix A**). The property was listed under Criteria A and C in the area of engineering and transportation, for its influence on transportation development in California and the Bay Area, and for its engineering and design.

As designed in 1936, the Transbay Terminal Bus Ramp was 3,439 feet long and consisted of multiple concrete T-Beam spans with steel plate girder spans at local street overcrossings. The portion of the bus ramp in the project area is depicted below with a red arrow in **Photograph 1**.



**Photograph 1: Overview of Transbay Terminal Bus Ramp, 1985
San Francisco-Oakland Bay Bridge HAER**

Originally, the structure followed a generally circular loop to and from the Transbay Terminal Building on Mission Street; however, this original ramp has been demolished in recent years. Areas of the ramp were demolished in 2004 as part of the West Approach Seismic Retrofit Project and subsequent portions, including the portion of the ramp that passed through the project area, have recently been demolished under the ongoing Transbay Transit Center Program. **Photograph 2** indicates the location where the ramp passed through the project area with a red arrow. The 2008 Fremont Street exit ramp, in the foreground of the photograph, is not an historic property. Footings associated with the original Fremont Off-Ramp may remain beneath the new ramp, but they are remnants of a former contributing element to the Bay Bridge Property.



Photograph 2: Portion of the former Transbay Terminal Bus Ramp that passed through the Project Area prior to its demolition. Fremont Street exit ramp in foreground remains and is not historic. Camera facing southwest, JRP April 2011.

Summary of Section 106 and CEQA Status

As discussed in the previous sections, the project area for the proposed Fremont Ramp Modifications Project contained a historic property, the previously existing Transbay Terminal Bus Ramp, which was a resource under Section 106 and CEQA and was a contributor to the National Register of Historic Properties (NRHP)-listed Bay Bridge. A March 2004 Environmental Impact Statement/ Environmental Impact Report (EIS/EIR) for the Transbay Transit Center Program previously identified the property, as well as others, as historic properties/historic resources that would be adversely affected/impacted by the Transbay Transit

Center Project. After this identification was made, the property was subject to Section 106 analysis that culminated in the signing of a Memorandum of Agreement (MOA) for the project in June 2004 (**Appendix B**).² This MOA, *Memorandum of Agreement between the Federal Transit Administration, and the California State Historic Preservation Officer Regarding the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project in San Francisco County, California*, identifies the project's adverse effects on historic resources and details stipulations that govern the compliance responsibilities of all project activities.

Stipulation II of the MOA details mitigation responsibilities related to all affected contributing elements of the Bay Bridge, including the Transbay Terminal Ramp. The sole responsibility relating to this contributing component of the bridge was documentation, as detailed below:

Prior to the start of any work that would have an adverse effect on components of the Bay Bridge that are historic properties, TJPA [Transbay Joint Powers Authority] will request SHPO [State Historic Preservation Officer] to determine whether these components, including the Transbay Terminal and associated ramps have been adequately recorded in existing documents. If SHPO determines that collectively, such documents, which include the Department's past recordation of a series of remodeling and seismic retrofit projects that have occurred since 1993, adequately document the Transbay Terminal and ramps then no further documentation will be necessary...Upon a written determination by SHPO that all documentation prescribed hereunder is satisfactory, TJPA will provide copies of this documentation to SHPO and the Department Headquarters Library, with xerographic copies to the History Center at the San Francisco Public Library, San Francisco Architectural Heritage, the Oakland History Room of the Oakland Public Library, the Oakland Museum of California, the Western Railway Museum, and Department District 4 Office...If SHPO does not respond within 45 days of receipt of each submittal of documentation prescribed herein, TJPA may assume that SHPO has determined that said documentation is adequate and may proceed with that aspect of the Undertaking that will adversely affect the historic properties documented hereunder.

TJPA submitted the specified documentation to SHPO on October 10, 2008 (**Appendix C**). SHPO did not respond within 45 days of the submittal, and therefore under the MOA, TJPA could assume SHPO concurrence that the submitted documentation was adequate. Signed concurrence was also received on June 2, 2009, by Deputy State Historic Preservation Officer Stephen D. Mikesell. Following SHPO concurrence, TJPA provided copies of the documentation to the repositories specified in the MOA. According to the TJPA's Mitigation Monitoring and

² *Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project in the City and County of San Francisco Final Environmental Impact Statement/Environmental Impact Report and Section 4(f) Evaluation*, by the U.S. Department of Transportation, Federal Transit Administration (FTA), City and County of San Francisco, Peninsula Corridor Joint Powers Board, and San Francisco Redevelopment Agency, March 2004.

Reporting Program, the submittal of this documentation occurred during the preliminary engineering and final design phase of the project (**Appendix D**).³

As such, pre-construction compliance responsibilities regarding the proposed Transbay Terminal Ramp, including any extant footings associated with the ramp, appear to have been completed by the Transbay Transit Center Program. While pre-construction compliance responsibilities have been met, the TJPA Mitigation Monitoring and Reporting Program also includes post-construction compliance – specifically, that within 180 days of completion of the Transit Center Project, TJPA, in consultation with FTA and SHPO, will re-evaluate the Bay Bridge for NRHP eligibility (see **Appendix D**).

Conclusions

The purpose of this memo was to address the developmental history and historic status of the former Transbay Transit Terminal Bus Ramp and the Transbay Transit Center Program's Fremont Ramp Modifications Project. The memo concludes that the former bus ramp, including any remaining subsurface footings associated with the ramp, was a historic property/historic resource, because it was a contributor to the NRHP-listed Bay Bridge. It appears that this property has been satisfactorily mitigated by the Transbay Transit Center Program under both Section 106 and CEQA thus far. As a component of the Transbay Transit Center Program, the Fremont Ramp Modifications Project does not appear to hold further compliance responsibilities in relation to the resource under Section 106 or CEQA. Please refer to the appendices referenced in this document for more supporting detail.

Enclosures:

Appendix A: *San Francisco-Oakland Bay Bridge National Register Nomination*

Appendix B: *Memorandum of Agreement between the Federal Transit Administration, and the California State Historic Preservation Officer Regarding the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project in San Francisco County, California*

Appendix C: TJPA Transbay Transit Terminal Historic Resource Recordation Submission

Appendix D: Excerpt of TJPA Mitigation Monitoring and Reporting Program

³ *Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project FEIS/FEIR Mitigation Monitoring and Reporting Program*, May 2010.

Appendix A
San Francisco-Oakland Bay Bridge National Register Nomination

**OFFICE OF HISTORIC PRESERVATION
DEPARTMENT OF PARKS AND RECREATION**

BOX 942896
SACRAMENTO, CA 94296-0001
(916) 653-6624 Fax: (916) 653-9824
calshpo@ohp.parks.ca.gov



December 5, 2001

HARRY TAHATA
CALIFORNIA DEPARTMENT OF TRANSPORTATION
POST OFFICE BOX 23660
OAKLAND, CA 94623-0660

EXECUTIVE OFFICE
01 DEC 13 AM 10:22

**RE: SAN FRANCISCO—OAKLAND BAY BRIDGE
OAKLAND, ALAMEDA COUNTY, CALIFORNIA
SAN FRANCISCO, SAN FRANCISCO COUNTY, CALIFORNIA**

On August 13, 2001, the property listed above was placed on the National Register of Historic Places. On that date, this property was also placed on the California Register of Historical Resources, pursuant to Section 5024.1(d) of the Public Resources Code.

Placement on the National Register affords a property the honor of inclusion in the nation's official list of cultural resources worthy of preservation and provides a degree of protection from adverse effects resulting from federally funded or licensed projects. Registration provides a number of incentives for preservation of historic properties, including special building codes to facilitate the restoration of historic structures, and certain tax advantages.

There are no restrictions placed upon a private property owner with regard to normal use, maintenance, or sale of a property listed in the National Register. However, a project that may cause substantial adverse changes in the significance of a registered property may require compliance with local ordinances or the California Environmental Quality Act. In addition, registered properties damaged due to a natural disaster may be subject to the provisions of Section 5028 of the Public Resources Code regarding demolition or significant alterations, if imminent threat to life safety does not exist.

If you have questions or require further information, please contact the Registration Unit at (916) 653-6624.

Sincerely,

Dr. Knox Mellon
State Historic Preservation Officer

United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
REGISTRATION FORM**

=====

1. Name of Property

=====

historic name San Francisco-Oakland Bay Bridge

other names/site number Bay Bridge

=====

2. Location

=====

street & number I-80 not for publication

city or town San Francisco and Oakland

vicinity X

state California code CA county See Continuation Sheet

zip code

=====

3. State/Federal Agency Certification

=====

As the designated authority under the National Historic Preservation Act of 1986, as amended, I hereby certify that this nomination request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60. In my opinion, the property meets does not meet the National Register Criteria. I recommend that this property be considered significant nationally statewide locally. (See continuation sheet.)

Signature of certifying official

Date

California Office of Historic Preservation

State or Federal agency and bureau

In my opinion, the property meets does not meet the National Register criteria. (See continuation sheet for additional comments.)

Signature of commenting or other official

Date

State or Federal agency and bureau

=====

4. National Park Service Certification

=====

I, hereby certify that this property is:

_____ entered in the National Register
_____ See continuation sheet.
_____ determined eligible for the
National Register
_____ See continuation sheet.
_____ determined not eligible for the
National Register
_____ removed from the National Register
_____ other (explain): _____

Signature of Keeper Date
 of Action

=====

5. Classification

=====

Ownership of Property (Check as many boxes as apply)

_____ private
_____ public-local
 X public-State
_____ public-Federal

Category of Property (Check only one box)

_____ building(s)
_____ district
_____ site
 X structure
_____ object

Number of Resources within Property

Contributing	Noncontributing
<u> 6 </u>	<u> 1 </u> buildings
<u> 9 </u>	<u> </u> sites
<u> 15 </u>	<u> </u> structures
	<u> </u> objects
	<u> 1 </u> Total

Number of contributing resources previously listed in the National Register N/A

Name of related multiple property listing (Enter "N/A" if property is not part of a multiple property listing.)

N/A

=====

6. Function or Use

=====

Historic Functions (Enter categories from instructions)

Cat: Transportation: rail-related
Transportation: road-related

Current Functions (Enter categories from instructions)

Cat: Transportation: road-related

=====

7. Description

=====

Architectural Classification (Enter categories from instructions)

Other: Combination cantilever-truss/suspension-truss
spans and tunnel

Materials (Enter categories from instructions)

foundation _____
roof _____
walls _____
other concrete and steel, timber piles

Narrative Description (Describe the historic and current condition of the property on one or more continuation sheets.) See continuation sheets.

=====

8. Statement of Significance

=====

Applicable National Register Criteria (Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing)

- ☒ A Property is associated with events that have made a significant contribution to the broad patterns of our history.
- ☐ B Property is associated with the lives of persons significant in our past.
- ☒ C Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.

☐ D Property has yielded, or is likely to yield information
important in prehistory or history.

Criteria Considerations (Mark "X" in all the boxes that apply.)

- ☐ a owned by a religious institution or used for religious
purposes.
☐ b removed from its original location.
☐ c a birthplace or a grave.
☐ d a cemetery.
☐ e a reconstructed building, object, or structure.
☐ f a commemorative property.
☐ g less than 50 years of age or achieved significance within
the past 50 years.

Areas of Significance (Enter categories from instructions)

Engineering
Transportation

Period of Significance 1936

Significant Dates: 1936

Significant Person:

(Complete if Criterion B is marked above) _____

Cultural Affiliation N/A

Architect/Builder Purcell, Charles H.

Andrew, Charles E.

Woodruff, Glenn B

Narrative Statement of Significance (Explain the significance of the
property on one or more continuation sheets.) See continuation sheet.

=====

9. Major Bibliographical References

=====

(Cite the books, articles, and other sources used in preparing this form
on one
or more continuation sheets.)

Previous documentation on file (NPS)

- ☐ preliminary determination of individual listing (36 CFR 67) has been
requested.
☐ previously listed in the National Register
☐ previously determined eligible by the National Register
☐ designated a National Historic Landmark
☐ recorded by Historic American Buildings Survey # _____

☒ recorded by Historic American Engineering Record # CA-32

Primary Location of Additional Data

☐ State Historic Preservation
☒ Other State agency
☐ Federal agency
☒ Local government
☐ University
☐ Other

Name of repository: See Continuation Sheet

=====

10. Geographical Data

=====

Acreage of Property Approximately 30 acres

UTM References (Place additional UTM references on a continuation sheet)

	Zone Easting	Northings	Zone Easting	Northings
1				
2				

☒ See continuation sheet.

Verbal Boundary Description (Describe the boundaries of the property on a continuation sheet.)

Boundary Justification (Explain why the boundaries were selected on a continuation sheet.)

=====

11. Form Prepared By

=====

name/title John J. Mascitelli (revised by Karen Origel and Sean Riley, OHP, August, 1999)
organization _____ date March 1, 1999
street & number P.O. Box 46 telephone (510) 724-0940
city or town Pinole state CA zip code 94564

=====

Property Owner

=====

(Complete this item at the request of the SHPO or FPO.)
name Caltrans (California Dept. of Transportation)

street & number 111 Grand Ave., P.O. Box 23660 telephone (510) 286-4444
city or town Oakland state CA zip code 94623

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section 7 Page 1

San Francisco Oakland Bay Bridge
San Francisco and Alameda Counties, CA

Location

San Francisco County, code 075, zip code 94107
Alameda County, code 001, zip code 94607

Description

The San Francisco-Oakland Bay Bridge, or simply the Bay Bridge, is one of the most impressive engineering structures in the United States. Approximately five miles in total length, the Bay Bridge carries two levels of traffic over the San Francisco Bay, connecting the cities of San Francisco and Oakland, California. The Bay Bridge serves both as the terminus of an interstate highway and as the linchpin for the transportation network of the San Francisco Bay Area, one of the nation's largest metropolitan regions. The Bay Bridge is also among the world's most complex bridges in that it incorporates a variety of different bridge types connected to form a single structure. The West Bay Crossing, or West Span, consists of two back-to-back suspension spans, one anchored at Yerba Buena Island, one in San Francisco, and each is anchored to a massive center pier, Pier W-4. The East Bay Crossing, or East Span, is comprised of a series of trusses and girder spans. The Yerba Buena Island Tunnel links the west spans and the east spans. The bridge then connects to an existing roadway system at each end. The Bay Bridge has undergone extensive alteration since its construction in 1936, but still retains much of its historic and structural integrity.¹

The Bay Bridge was the longest bridge in the world when it was built in 1936. The bridges, viaducts, and tunnel total about 5 miles, of which approximately 4 miles are over water. In 1936, the State of California claimed the bridge was 8 1/4 miles long, a figure that included a mass transit elevated loop in San Francisco and long approaches on the East Bay. The distance from the San Francisco Viaduct to the anchorage is 3,707 feet. The distance from the San Francisco anchorage to the Yerba Buena Island anchorage is 9,528 feet, or 1.8 miles. The distance on the island is 1,663 feet, which includes a tunnel and viaducts. The distance from the

¹ Stephen Mikesell, John Nelson, Dan Peterson, and Mark Ketchum. Historic American Engineering Record, San Francisco-Oakland Bay Bridge (Oakland-San Francisco Bay Bridge), Addendum to: Oakland-San Francisco Bay Bridge. May 1, 1999. 7, 13.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section 7 Page 2

island to the Oakland Toll Plaza is 20,942 feet, about 4 miles, some of which is on fill.²

As originally designed, the double-decked bridge carried two-way automobile traffic on the top deck and truck and interurban trolleys on the lower level. There were six lanes on the top deck, three in each direction. The lower deck carried two trolley tracks in addition to truck lanes. The complex mix of truck, trolley, and automobile traffic required a large number of different on-and off-ramps on both approaches. In the late 1950s and early 1960s, the bridge and approaches were modified to carry mixed car/truck traffic on each deck and remove the electric railway system. The upper deck was designed to carry westbound traffic and the lower deck east bound traffic. This required strengthening the upper deck to accommodate the weight of trucks. The lower deck required new concrete slabs where the rails were removed, as well as the removal of a series of center columns at Yerba Buena Island. A lower roadway deck was added to the San Francisco viaducts to connect to the freeway system.³

The San Francisco Bay and Yerba Buena Island define the physical and cultural setting for the Bay Bridge. When it was built, the bridge began and ended in major harbor areas- the bustling San Francisco harbor and the Port of Oakland, which was then just emerging as a major harbor facility. Each setting has changed dramatically since completion of the bridge in 1936. In San Francisco, the waterfront near the anchorage for the bridge was a busy harbor facility at the time the bridge was built. Since 1936, however, commercial tonnage in the port area of San Francisco has declined dramatically and the waterfront has been reused for a variety of commercial and residential purposes. Conversely, the Port of Oakland has grown into the third largest port facility on the West Coast, specializing in handling containerized cargo. The waterfront south of the bridge is lined with massive cranes and other harbor structures as well as major rail and highway connections, many of which have been built and rebuilt since the 1950s. Situated midway between San Francisco and Oakland is Yerba Buena Island. A natural island, Yerba Buena was used as a station for the U.S. Navy beginning in 1900. While the Bay Bridge was under construction, the Army Corps of Engineers was creating a new island, called Treasure Island, on shoals north of Yerba Buena Island to serve as a site for the 1939 World's Fair. In 1940, Treasure Island was also taken over by the Navy, and both Treasure Island and Yerba Buena Island were used together as the Treasure

² Mikesell, et al., 13.

³ Mikesell, et al., 13-14.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section 7 Page 3

Island Naval Station between 1940 and the closure of the station in 1998. Today, Yerba Buena Island includes relatively few buildings and has a park-like feel, particularly since the Navy has vacated the island.⁴

All permanent structures of the bridge were built of steel and/or reinforced concrete. Reinforced concrete was used for foundations, short-span structures in the San Francisco Approach and the Island Crossing, and for roadway slabs of the long-span steel structures. Steel was used for all main superstructure components of the West Bay Crossing and East Bay Crossing. Five types of steel were used: carbon steel, nickel steel and silicon steel for major structural components, as well as special heat-treated eyebars for special application in the East Bay Crossing trusses, and cold-drawn wire for the cables of the West Bay Crossing. All connections of structural plate steel were made with rivets and bolts. Rivets were the norm-bolts used only at special locations where the riveting was not feasible. The upper deck was designed for automobile traffic, with six ton vehicles in six lanes (9'-8" wide each), plus a ten ton truck in any one lane. The lower deck was designed for three lanes (10'-4" wide each) of 30 ton trucks, and two lines (27' wide space) for 70-ton Interurban electric rail cars. Wind loads were taken at 30 pound per square foot, typical for bridges of that era. Earthquakes were considered by designing for a load of 10 percent of the weight of the bridge, acting laterally.⁵

The individual components of the Bay Bridge have been previously determined eligible for the National Register of Historic Places. The individual elements that collectively comprise the Bay Bridge are as follows:

1. Bridge # 34-118R, the San Francisco Approaches or Lower Deck On-Ramp is comprised of continuous concrete box girders, simple span composite rolled steel stringers, and haunched concrete girders with transverse floor beams, all carried on concrete bents on spread pile footings. It originally served two-way truck traffic on the lower deck. It now serves eastbound traffic on the lower deck. It was functionally revised in 1958 following removal of interurban railroad tracks from the bridge's lower deck and conversion of the lower deck to eastbound-only traffic flow. Only a portion of bridge 34-118R is part of the original Bay Bridge construction. The original portion extends from Rincon Hill (in the area bounded by First, Second, Harrison, and Bryant Streets) to the San Francisco cable

⁴ Mikesell, et al., 12-13.

⁵ Mikesell, et al., 14.

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National Park Service

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Section 7 Page 4

anchorage. The lower deck structure southwest of Rincon Hill was constructed in the 1950s to connect the bridge to the new freeway.⁶

2. Bridge #34-118L, the Upper Deck San Francisco Approaches or Center Ramps are comprised of continuous spans with suspension span in between, rigid frame connection between superstructure and bents. The superstructure is haunched concrete T-beams with transverse floor beams, and cellular structure at cable anchorage and abutment, carried on a substructure of reinforced concrete bents on pile and spread footings. Its 56 spans total 3,850 feet long.⁷ It originally served two-way automobile traffic on the upper deck. It now serves westbound traffic on the upper deck.
3. Bridge #34-117S, the Upper Deck San Francisco Approaches or South Off-Ramp, is comprised of spans of two T-beam longitudinal girders with transverse floor beams on one-and two-column bents and open end diaphragm abutment, all on spread footings. Its 23 spans total 1035.2 feet long.⁸ It was originally an upper deck on-ramp for eastbound automobile traffic. It is now an off-ramp for upper deck westbound traffic.
4. Bridge #34-116F, the Upper Deck San Francisco Approaches or North Connector (Westbound 80/Northbound 480), are comprised of a superstructure of T-girder and composite steel girder spans, carried on a substructure of reinforced concrete wall piers, two-column bents, reinforced concrete abutment with reinforced concrete wingwalls, reinforced concrete retaining walls, all on spread footings. Its 40 spans total 1843.2 feet long.⁹ It was originally a westbound off-ramp from the upper deck, and continues to serve this purpose.
5. Bridge #34-03, West Bay Spans, is comprised of steel Warren truss approach spans carrying a double deck and supported by steel bents on concrete footings, and a double-deck suspension bridge consisting of twin bridges placed end-to-end with steel towers supported on concrete footings and caissons, and with a center concrete anchorage and two concrete end anchorages. Its 9 spans total 10,303 feet long.¹⁰

⁶ John W. Snyder, An Evaluation Of The San Francisco-Oakland Bay Bridge In Connection With 4-SF-1280 Transfer Concept, California Department of Transportation, Sacramento, 1983, 1.

⁷ Ibid.

⁸ Ibid.

⁹ Ibid.

¹⁰ Ibid.

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6. Bridge #34-04, Yerba Buena Tunnel, consists of two double-deck, cast-in-place, reinforced concrete T-beam viaducts with continuous spans, on spread footings, separated by a double-deck concrete arch tunnel. It is 1,791 feet long.¹¹
7. Bridge #33-25, East Bay Spans, consists of double-deck steel truss and cantilever truss spans, steel girder spans, and concrete T-beam spans, on steel and concrete piers, concrete footings, concrete caissons, and timber piles. Its 52 spans total 11,327 feet long.¹²
8. Bridge #34-119Y consists of multiple concrete T-beam spans, with steel plate girder spans at local street overcrossings. It is 3439 feet long. It originally carried interurban trains between the lower deck of the bridge and the Transbay Terminal. It now serves the same purpose for busses rather than trains.
9. Bridge #34-120Y is a concrete box girder span crossing over Harrison Street. Its single span is 165 feet long. It originally carried interurban trains over Harrison Street, heading to and from the Transbay Terminal. It now serves the same purpose for busses rather than trains.
10. The Transbay Transit Terminal Building is an 870-foot long flat slab with a 230-foot central pavilion. It is located at the San Francisco end of the bridge. The construction is reinforced concrete, faced with California granite. It is extremely simple in design and without ornament except for aluminum trim. Its most extravagant features are the seven handsome two-story windows which extend across the front of the building. In composition, the building is an enframed pavilion with end bays, wings, and a base. Inside, it consists of a basement garage, street level waiting room, a mezzanine, and originally tracks on a third level. The tracks were removed when the interurban trains were replaced with buses after 1958.¹³
11. Key System Electrical Substation-San Francisco. This building, at Second and Harrison Streets in San Francisco, is adjacent to the ramp that originally carried Key System trains from the Bay Bridge west approach ramps to the Transbay

¹¹ Snyder, 2.

¹² Ibid.

¹³ John Snyder, Transbay Transit Terminal, Architectural Inventory/ Evaluation Form, California Department of Transportation, Sacramento, 1983.

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Terminal. The one story building is a rectangular concrete box, approximately 87-feet long (east to west) by 41 feet wide and 26 feet high. It has doors on three sides but no windows, with small ventilation louvers comprising the only other fenestration. The exterior walls have two parallel indentations near the top, a subtle decorative feature that relates the building visually to the concrete columns of the adjacent Bay Bridge west approach. There is a smaller building of similar design on Yerba Buena Island, which also served as an electrical substation for the bridge railway. Both substations served to provide power for the Key System trains that ran on the bridge.¹⁴

12. Key System Electrical Substation-Yerba Buena Island. It is located east of the tunnel's east portal, between the Bay Bridge and the westbound on-ramp to the bridge. This one story building is a rectangular concrete box, approximately 50 feet long (east to west) by 36 feet wide. It has an entrance on the south side, but no fenestration on the other three walls. The exterior walls have an indentation near the top, forming a narrow ledge around the perimeter of the building. There is a second indentation where the roof slab meets the walls. This minor design feature relates the building visually to the concrete piers of the Bay Bridge, and was integral to the functioning of the bridge's trains.¹⁵

13. S.F.O.B.B. Firehouse (Caltrans Garage) – Yerba Buena Island. The Firehouse is east of the tunnel's east portal, between the east viaduct of the Bay Bridge and the westbound on-ramp to the Bay Bridge. This one story, concrete building has a flat roof and is approximately 63 feet long (east to west) by 31 feet wide. The east façade is entirely open to provide access to the two vehicle bays. The wooden doors that originally covered this opening have been removed. The windows are multi-pane metal sash and there are two exterior doors on the south elevation. The building was made approximately 13 feet longer in the mid-1960s, with an addition to the west end. This building once housed fire trucks that serviced the bridge; it also held a locker room and office.¹⁶

¹⁴ Andrew Hope, Sterling Street Substation, Primary Record, California Department of Transportation, Oakland, 1995.

¹⁵ Andrew Hope, Y.B.I. Electrical Substation, Primary Record, California Department of Transportation, Oakland, 1995.

¹⁶ Andrew Hope, Caltrans Garage, Primary Record, California Department of Transportation, Oakland, 1995.

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14. Bay Bridge Substation (Caltrans substation) – Oakland. The substation is located at the end of the narrow peninsula that extends into San Francisco Bay from the Bay Bridge toll plaza. This building is approximately 90 feet long by 42 feet wide, with a small (22' x 10') extension at the left side of the south façade, giving the building an "L" shape. The concrete walls, which are 24 feet in height, have a slightly projecting base and pilasters, with a simple cornice of vaguely classical styling. These walls are not load bearing--the flat roof is supported by steel beams on interior steel columns. There is a metal roll-up door in the center of the east facade which is ten feet wide. This door was installed in the early 1960s, replacing the original paired, side-hinged doors. The smaller door on the east façade was also installed in a new opening at that time. There is a narrow passageway extending from the west wall, connecting this building to the older Key System Substation fifteen feet to the west. Originally constructed to provide power for the bridge's trains, the building is now used primarily for storage.¹⁷
15. Key Pier Substation – Oakland. The substation is located at the end of the narrow peninsula that extends into San Francisco Bay from the Bay Bridge toll plaza. This concrete building is approximately 42 feet wide by 32 feet deep, with a slightly projecting base and pilasters. It was constructed in 1926. The large doorway in the center of the south façade originally had paired, side-hinged doors, but now has a metal roll-up door. There are rows of small windows, each consisting of a six-pane fixed sash in a metal frame, at the top of the north and south facades. There are also narrow ventilation louvers at the tops of all four walls, just below the eaves. The hipped roof is clad in standing-seam sheet metal and is topped by a raised, central skylight which repeats the hipped roof form. The interior is a single, large room with an open mezzanine along the east and north walls. The roof is supported by steel trusses, which are supported in turn by concrete walls. A narrow passageway connects the east wall of this building to the larger electrical substation that was built fifteen feet to the east in the late 1930s. "This electrical substation was built as part of the Key System, which provided streetcar service throughout Oakland and other East Bay communities, with connecting ferry service to San Francisco. Originally named the San Francisco, Oakland & San Jose Railway, the system was organized in 1902 by Francis M. 'Borax' Smith, through the consolidation of existing streetcar lines. Smith built a long pier extending into the bay nearly to Yerba Buena Island, where streetcar passengers transferred to San Francisco-bound ferries. The

¹⁷ Andrew Hope, Bay Bridge Oakland Substation, Primary Record, California Department of Transportation, Oakland, 1998.

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railway was officially named the Key System after a reorganization in 1923, taking its name from the shape of the pier."¹⁸

The following element is considered to be non-contributing:

1. P. G. & E. Substation – Oakland. This building is approximately 42 feet by 26 feet, with a small (18' x 12') extension at the east end of the north wall, giving the building an "L" shape. The building closely resembles the larger Caltrans substation located just 70 feet to the east, with concrete walls having a slightly projecting base and pilasters, and a simple cornice of vaguely classical styling. A larger opening in the west wall is now filled in, and the building has no windows. There is a small fenced-in area on the south side of the building, containing electrical equipment.¹⁹

¹⁸ Andrew Hope, Key Pier Substation, Primary Record, California Department of Transportation, Oakland, 1998.

¹⁹ Andrew Hope, P. G. & E. Oakland Substation, Primary Record, California Department of Transportation, Oakland, 1998.

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Statement of Significance

The San Francisco-Oakland Bay Bridge qualifies for placement on the National Register under Criterion A for its significant influence on transportation in California and directly in the Bay Area. The San Francisco-Oakland Bay Bridge's multi-modal design is a perfect example of the mindset many commuters had during the 1930s. While many Bay Area commuters enjoyed driving their automobile into the city, many still used public transportation. Though the Bay Bridge no longer directly accommodates public transit, in the form of interurban rail lines, Bay Area commuters still use automobiles and public transportation in nearly equal numbers. Today the San Francisco-Oakland Bay Bridge continues to play a significant role in transportation as it serves as a major freeway connector for many who travel to and from the Bay Area. Everyday, 274,000 automobiles utilize the bridge.²⁰

The San Francisco-Oakland Bay Bridge also qualifies for placement on the National Register under Criterion C for its engineering design. The building of a 5-mile bridge over water in 1936 was a major feat in itself, but poor foundation conditions required the engineers to be creative in their plans. Because of the conditions of the underlying ground foundation and the ingenuity of the engineers, the bridge consists of three different bridges and a tunnel. This ingenuity allowed the engineers to not only design a safe structure but to also design a structure that would break world records. The suspension section of the bridge, with its six spans, is the country's longest suspension bridge. Its longest individual spans are 2310' which makes them the sixth longest in the U.S. The 1400' cantilever span was the longest in the U.S. at the time of its construction but has since been surpassed by the Commodore John Barry Bridge in Chester Pennsylvania (1644') and the Greater New Orleans Bridge (1576'). Its piers are the deepest in the world.

Narrative Statement of Significance

Criterion A: Transportation

The San Francisco-Oakland Bay Bridge stands today as one of the most important and widely used bridges in the United States and the world. Over 274,000

²⁰ Stephen Mikesell, John Nelson, Dan Peterson, and Mark Ketchum. Historic American Engineering Record, San Francisco-Oakland Bay Bridge (Oakland-San Francisco Bay Bridge), Addendum to: Oakland-San Francisco Bay Bridge. May 1, 1999. 238.

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automobiles, trucks and buses use the Bay Bridge daily, a figure rarely matched or surpassed anywhere. The Bay Bridge connects two major population centers in one of the busiest metropolitan regions in the country. Further, the Bay Bridge serves as a major freeway connector for the region's massive transportation network, though this role has evolved over time and was not the bridge's original purpose. The need for the Bay Bridge became apparent during the 1920s when the number of automobile registrations and population increased. California, in the 1920s, was the forerunner in the nation leading the way for automobile use.

Its use is credited to contributing greatly to the economic prosperity of that decade and transformed virtually every aspect of transportation in California and the nation, and had profound impacts as well on settlement patterns, patterns of retail sales, and a host of other aspects of community development. Automobile sales increased nationally, automobile manufacturers regarded California as the "bottomless pit" market for their products.²¹

The Bay Area during the 1920s and the 1930s provides a perfect example of how automobiles transformed an urban environment. Population density in San Francisco had increased, with the search on for new places to live. The advantage to owning an automobile was that it granted people increased mobility. Now, Bay Area residents could move into suburban neighborhoods without the fear of losing their city-based jobs. Even though interurban rail lines remained the primary commuter mode in the Bay Area in 1930, those lines were rapidly losing their share of the market to automobiles, despite the long ferry rides and high tolls associated with transbay automobile commuting.

As Bay Area transportation patterns evolved during the 1920s, the region's transportation network had to change to meet new demands. Traffic congestion was not an uncommon phenomenon to the people of the Bay Area. State and local transportation agencies attempted to relieve this congestion by constructing new and improved highways linking both East Bay cities with Oakland and Peninsula cities with San Francisco. However, the

²¹ "The crucial place of California in this regard is highlighted in James L. Flick, The Car Culture. Cambridge: MIT Press, 1975. Flick credits automobile sales for the prosperity of the 1920s and points to declining sales during the late 1920s for contributing to the depth of the Great Depression." As cited in Mikesell, et al., 239.

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Bay Bridge became necessary as a link between San Francisco and Oakland, as ferries could no longer accommodate the increased traffic on the waterways. The San Francisco-Oakland Bay Bridge was in many ways like the other bridges being proposed at the time, in that seventy-five percent of its lane capacity would be designated for automobile use. However, what made the San Francisco-Oakland Bay Bridge unique among other bridge designs was that it also included lanes for mass transit use. The multi-modal design was vital to the engineers because they wanted everyone to be able to use this bridge. Further, the multi-modal design accurately reflected how Bay Area residents relied equally on automobiles and public mass transit for their commuting needs.²²

The proposal for the San Francisco-Oakland Bay Bridge received almost universal support from both citizens and civic leaders. Most everyone recognized the importance and the necessity of having a bridge connecting these two city centers. It was no surprise then that the bridge proposal was passed and the loan of \$70 million from the federal government was granted.²³

The San Francisco-Oakland Bay Bridge was completed in three years and just a little bit ahead of schedule. Several factors led to the bridge's relatively swift construction. First, many politicians pushed for a timely completion date in order to satisfy certain political commitments that had been made. One of these commitments included the employment of thousands of people hit hard by the Great Depression. Secondly, the bridge's engineers wanted to finish early to prevent accumulation of interest onto the principal of their loan. When the San Francisco-Oakland Bay Bridge finally opened it served double and then triple the anticipated traffic. No one could have foreseen the success the San Francisco-Oakland Bay Bridge experienced.²⁴

Speculations as to what sparked the success of the San Francisco-Oakland Bay Bridge are numerous. The first reason attributed to the success of the San Francisco-Oakland Bay Bridge became evident when the region hosted the World's Fair on Treasure Island in 1939-1940. Although one could access Treasure Island by water transportation, the San Francisco-Oakland

²² Mikesell, et al., 239.

²³ Mikesell, et al., 10.

²⁴ Mikesell, et al., 8-9.

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Bay Bridge proved to be a much more convenient and efficient method of getting to the island and the fair. Another reason for the success of the bridge was the entry of the United States into World War II in 1941. The United States' participation in the war transformed the Bay Area into a key contributor to the war effort. The San Francisco-Oakland Bay Bridge facilitated the movement of personnel and supplies from port to port. Finally, the Bay Bridge succeeded due to the significant increase in the population of the Bay Area during the post-war years.²⁵ The San Francisco-Oakland Bay Bridge once again served as a highly effective connector between these two metropolitan areas. One can only wonder what the Bay Area would look like if it did not have the San Francisco-Oakland Bay Bridge to accommodate the wartime and post-war growth of the area.

By 1963, the Bay Bridge had also evolved into a vital freeway connector for the Bay Area. This was not the original purpose of the Bay Bridge, as its designers assumed that most people would be traversing the bridge on interurban rail lines or buses. However, the failure of the interurban rail lines and the increased popularity of automobiles eventually led to the Bay Bridge becoming exclusively an automobile-truck bridge in 1963. Once again, the Bay Bridge reflected the changing reality of the Bay Area transportation network.

Criterion C: Engineering

In 1955 the American Society of Civil Engineers chose the San Francisco-Oakland Bay Bridge as one of the Seven Wonders in the United States. It was the only highway-related structure in the group.²⁶ The San Francisco-Oakland Bay Bridge broke many records when it was built, though this was not the original intention of the engineers. Nevertheless, the San Francisco-Oakland Bay Bridge excelled in its length, the depth of its piers, the total length of the suspension span, the length of its cantilever span, and in the great amounts of concrete, steel, wood, and other materials used in its construction. These remarkable feats only add to the bridge's importance.²⁷

²⁵ Mikesell, et al., 9.

²⁶ Mikesell, et al., 242.

²⁷ Ibid.

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The particular goal the engineers wanted to accomplish was to construct a double-deck, multi-modal structure between Oakland and San Francisco. They were able to accomplish this goal within a short amount of time and below their estimated budget. One aspect that contributes to the significance of the San Francisco-Oakland Bay Bridge is that "it was designed in a period of two years and built within three years."²⁸ One reason for the great haste in building the bridge was the desire to satisfy the promises the engineers and architects made to the governor, the legislature, and political leaders in the Bay Area. When campaigning for support of the San Francisco-Oakland Bay Bridge, C.H. Purcell, chief engineer of the bridge made promises to those who could further his cause. No doubt he wanted to make good on his promises. Another reason for the swiftness in constructing the San Francisco-Oakland Bay Bridge was to commence bringing in revenue from the tolls to cut down on the interest payments of the loan. Still another reason cited for the speed in which the San Francisco-Oakland Bay Bridge was built was the need to provide jobs. One of the promises made to politicians for their support in the bridge proposal was to provide jobs for those who were experiencing difficult times because of the Great Depression. The urgency of the approval for the plans of the bridge was in part to employ the Depression-ravaged citizens of California.²⁹

The impressive length of the San Francisco-Oakland Bay Bridge also demonstrates significance in engineering. By today's standards, the San Francisco-Oakland Bay Bridge demonstrates a certain level of ingenuity from the perspective of the engineers. To fully appreciate this ingenuity, one must look at the design of the bridge through the eyes of the engineers who overcame difficulties, such as poor foundation conditions, without the benefit of modern day technology. The use of a double-suspension span would not have been necessary except for the length the bridge had to cross from Yerba Buena Island to San Francisco.³⁰ This double-suspension type of bridge was considered so unusual at that time that it could be considered as the first of its kind.³¹

²⁸ Ibid.

²⁹ Mikesell, et al., 242-243.

³⁰ Mikesell, et al., 243.

³¹ "United States Steel, "San Francisco Oakland Bay Bridge," 1936, illustrates the only known predecessor to the double-suspension bridge design, an 1841 bridge in Prague, Czechoslovakia across the River Moldau; 19." As cited in Mikesell, et al., 244.

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As previously noted, the engineers were not trying to build an impressive bridge; they were designing a means to cross the four-mile bay between San Francisco and Oakland. However, this is not to say that there was no desire to accomplish something daring. Some engineers advocated the use of a single-suspension span for the San Francisco-Oakland Bay Bridge for two reasons. "The first being that it would provide the best possible water way for shipping and second, it would undoubtedly create a bridge which architecturally and spectacularly would appeal to the civic pride in both cities."³² The eventual design for the bridge was the double-suspension span because the engineers did not want to stray too far from known technologies.³³

Why did the engineers then break world records if that was not their intention? The main reason for having to utilize the technology that they did was the poor foundation conditions of the ground that the bridge was to be built on. The depth of the piers is not attributed to the great length of the San Francisco-Oakland Bay Bridge, but actually to the seabed conditions. The length did have something to do with the piers, but only in the factors that some of them would have to be built on a poor foundation. "The deepest East Bay and West Bay piers are roughly the same depth but for different reasons. On the West Bay, the depth was defined as the depth to bedrock. The East Bay piers were sunk to a level where the hardest clay could be found. Pier E-3 reached the greatest depth by accident; the caisson continued to sink uncontrollably and gained an extra 10 feet on that basis.

"The use of multiple bridge types and the fact that the East Bay Crossing is different from the West Bay, also came from the result of the poor foundation conditions. The West Bay crossing was designed as a suspension bridge to minimize the number of piers it would have to use. When the engineers realized that the piers on the East Bay could not be taken to bedrock, they eliminated the idea of suspension bridge from that side of the island. The decision of using multiple bridge types would minimize the weight of both the substructure and superstructure.

³² "Daniel Moran and Proctor to Woodruff, November 9, 1931, Board of Consulting Engineers, Moran and Proctor, 200.5, California State Archives." As cited in Mikesell, et al., 244.

³³ Mikesell, et al., 244.

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"In the final analysis the Bay Bridge is a very complex structure because it was also a very bold undertaking. All of the important elements of it, from the deep piers to the multiple bridge types to double-suspension bridge to the great length, were solutions to the problems posed by this daring crossing. These elements were compromises that the state engineers and consulting engineers developed as they worked to solve the problem. That the solution worked well is a testament to the talent of the people involved in that process."³⁴

³⁴ Mikesell, et al., 245.

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Bibliography

Bayol, Greg, Chief of Public Affairs, Caltrans. E-mail answers to questions about the Bay Bridge. Greg_Bayol@dot.ca.gov, June 9, 12, 25 and 29, 1998.

Dillon, Richard, Thomas Moulin and Don DeNevi. High Steel, Building Bridges Across San Francisco Bay. Millbrae, CA: Celestial Arts, 1979.

Ford, Robert S. Red Trains Remembered. Glendale, CA: Interurban Books, 1980.

Hollingsworth, J.B. and Whitehouse, P.B. American Railroads. London, England: Bison Books Limited, 1977.

Hoover-Young San Francisco Bay Bridge Commission. Report of the Hoover-Young San Francisco Bay Bridge Commission to The President of the United States and the Governor of the State of California. (Sacramento, California State Printing Office, 1930).

Hope, Andrew. Bay Bridge Oakland Substation. Primary Record. Oakland, California: California Department of Transportation, 1998.

———. Caltrans Garage. Primary Record. Oakland, California: California Department of Transportation, 1995.

———. Key Pier Substation. Primary Record. Oakland, California: California Department of Transportation, 1998.

———. P. G. & E. Oakland Substation. Primary Record. Oakland, California: California Department of Transportation, 1998.

———. Sterling Street Substation. Primary Record. Oakland, California: California Department of Transportation, 1995.

———. Y.B.I. Electrical Substation. Primary Record. Oakland, California: California Department of Transportation, 1995.

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National Register of Historic Places Continuation Sheet

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Key System Bay Bridge Trains, 1939-1958. Video. Western Railway Museum: Bartel-Thomsen Pictures, 1988.

Martin, Jim, U.S.G.S. E-mail answer about UTM references of the Bay Bridge. jmartin@igsmn002.wr.usgs.gov, June 4, 1998.

Mensch, Ernest Cromwell. The San Francisco Oakland Bay Bridge, A Technical Description in Ordinary Language. San Francisco: (The Author), c1936.

Mikesell, Stephen D. Bay Bridge Toll Plaza. Architectural Inventory/Evaluation Form. Sacramento: California Department of Transportation, 1990.

Mikesell, Stephen, John Nelson, Dan Peterson, and Mark Ketchum. Historic American Engineering Record (HAER), San Francisco-Oakland Bay Bridge (Oakland-San Francisco Bay Bridge), Addendum to : Oakland-San Francisco Bay Bridge. n.p., 1999.

Nadeau, Bart, Western Railway Museum. E-mail answer about closures of Bay Bridge trains. BartN51729@aol.com, June 21, 1998.

San Francisco Chamber of Commerce. Research Dept. World's Two Largest Bridges, San Francisco Bay Area. San Francisco (n.d.)

Snyder, John W. An Evaluation of the San Francisco-Oakland Bay Bridge In Connection With 4-SF-I280 Transfer Concept. Sacramento: California Department of Transportation, 1983.

Snyder, John. Transbay Transit Terminal. Architectural Inventory/Evaluation Form. Sacramento: California Department of Transportation, 1983.

Southern Pacific's Interurban Electric Railway Red Train Cars of the Bay Area, Final Days of Operation, 1941. Video. Western Railway Museum: Bartel-Thomsen Pictures, 1988.

The Bridges of San Francisco Bay. Website:
<http://www.dot.ca.gov/dist4/calbrdgs.htm>. Caltrans, February 1998.

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Walker, Jim. Key System Album. Glendale, CA: Interurban Books, 1978.

Name of Repository

San Francisco Public Library
Main Library

San Francisco History Center
100 Larkin Street
San Francisco, California 94102

Western Railway Museum
5848 State Highway 12
Suisun City, California 94585

U. S. G. S.
345 Middlefield Road
M. S. 532
Menlo Park, California 94025

Caltrans District 4
Map Room
111 Grand Avenue
Oakland, California 94612

Caltrans District 4
Photography Department
111 Grand Avenue
Oakland, California 94612

Andrew Hope
Caltrans District 4
111 Grand Avenue
Oakland, California 94612

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UTM references

Bay Bridge

1. Zone: 10, Easting: 552009, Northing: 4181200
2. Zone: 10, Easting: 555000, Northing: 4183000
3. Zone: 10, Easting: 556003, Northing: 4185200
4. Zone: 10, Easting: 557009, Northing: 4185800
5. Zone: 10, Easting: 559400, Northing: 4186080

Boundary Description

The boundaries of the Bay Bridge consist of the named structures listed in the nomination beginning at 5th Street in San Francisco and ending just beyond where the bridge touches down on the Oakland side and becomes a roadway on grade. That easternmost point is 1100 feet from the shoreline. At various places the boundary expands to embrace the footprint of the buildings listed in the nomination, including the Transbay Terminal and the Key System Electrical Substation in San Francisco, the Key System Electrical Substation and S.F.O.B.B. Firehouse on Yerba Buena Island, and the Bay Bridge Substation, Key Pier Substation, and P.G. & E. Substation in Oakland. The UTM references for these buildings are as follows:

Transbay Transit Terminal – San Francisco

Zone 10, Easting: 553260, Northing: 4182450

Key System Electrical Substation – San Francisco

Zone 10, Easting: 553490, Northing: 4181890

Key System Electrical Substation – Yerba Buena Island

Zone 10, Easting: 556050, Northing: 4185840

S.F.O.B.B. Firehouse (Caltrans Garage) – Yerba Buena Island

Zone 10, Easting: 556070, Northing: 4185860

Key Pier Substation – Oakland

Zone 10, Easting: 559110, Northing: 4185970

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P.G. & E. Substation – Oakland
Zone 10, Easting: 559090, Northing: 4185950

Bay Bridge Substation – Oakland
Zone 10, Easting: 559130, Northing: 4185980

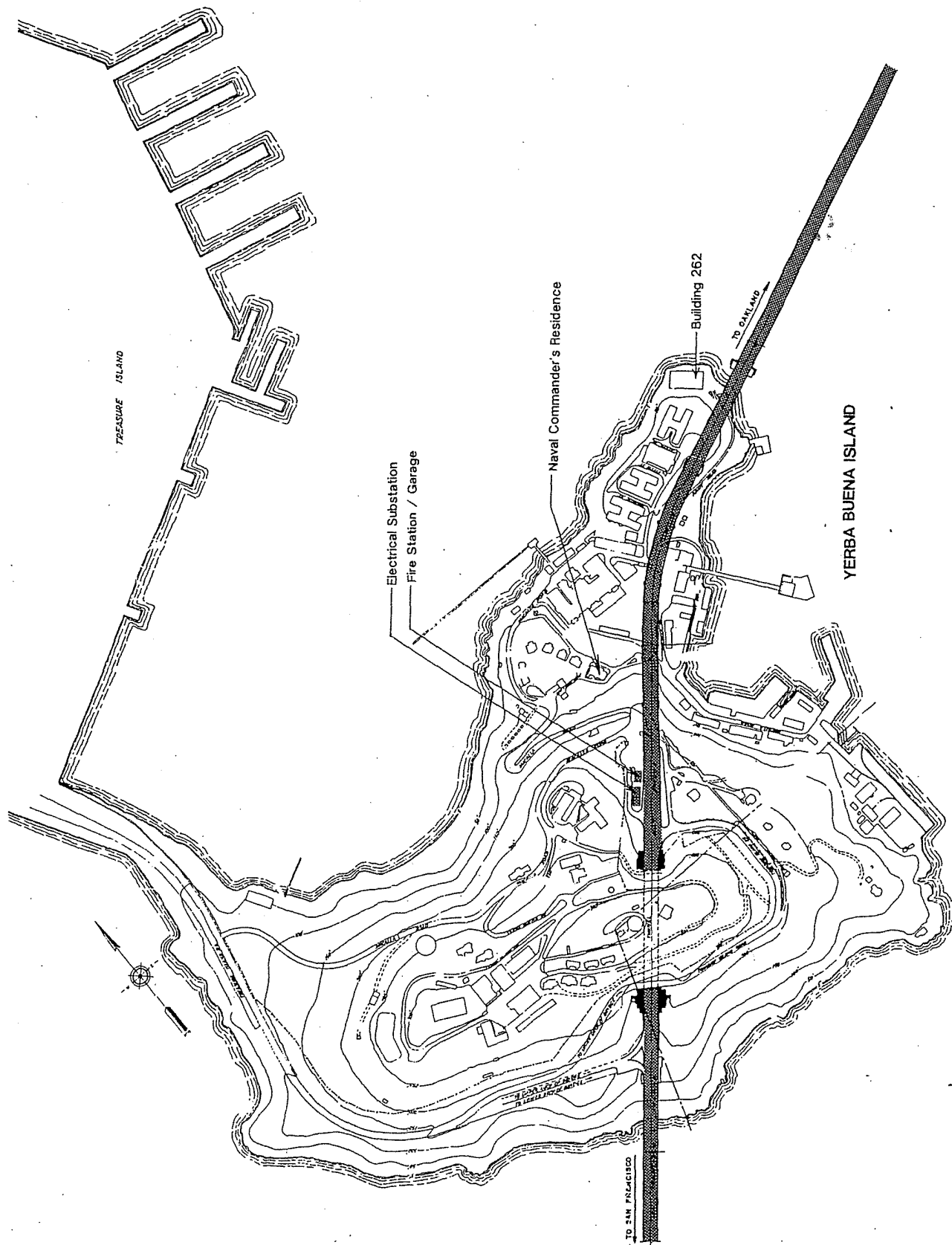
Boundary Justification

The boundaries encompass the historic bridge structures and appurtenant buildings. The boundaries at the eastern end of the bridge have been drawn to exclude the newer and heavily modified non-contributing buildings at and near the Oakland Toll Plaza.

Photographic Credits

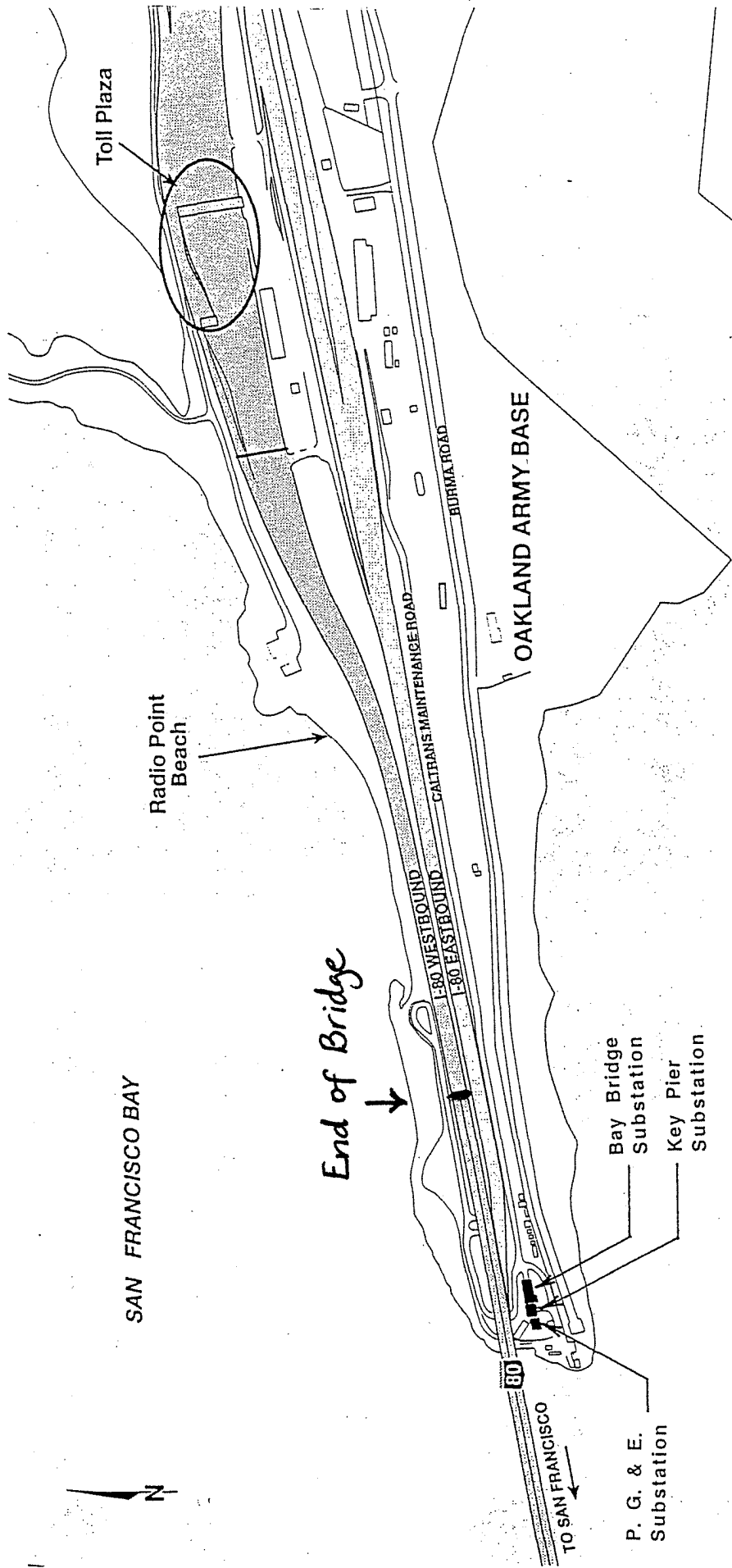
Black and white photographs, Bay Bridge, Caltrans collection, District 4

Black and white photographs, contributing components of the Bay Bridge and the Transbay Transit terminal, John J. Mascitelli.



San Francisco - Oakland Bay Bridge
San Francisco - Alameda Co. S.

Map 2



End of bridge is
1100' from shoreline

PORT OF OAKLAND

San Francisco - Oakland
Bay Bridge
San Francisco - Alameda

SAN FRANCISCO BAY

Map

Appendix B

*Memorandum of Agreement between the Federal Transit Administration, and the
California State Historic Preservation Officer Regarding the Transbay
Terminal/Caltrain Downtown Extension/Redevelopment Project in San Francisco
County, California*

**OFFICE OF HISTORIC PRESERVATION
DEPARTMENT OF PARKS AND RECREATION**

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www.ohp.parks.ca.gov



June 21, 2004

Reply To: FTA011108A

Ms. Marie Pang
Peninsula Corridor Joint Powers Board
1250 San Carlos Avenue
San Carlos, CA 94070

Re: Section 106 Memorandum of Agreement for the Transbay Terminal/Caltrain Extension
Redevelopment Project, City and County of San Francisco

Dear Ms. Pang:

Enclosed herewith is the fully executed Section 106 Memorandum of Agreement for the subject FTA undertaking. I appreciate the cooperation of all parties in bringing this consultation to a successful conclusion. I look forward to the inauguration of the consultation prescribed by stipulation IV. of the agreement.

Please direct any questions about this matter to Hans Kreutzberg of my staff.

Sincerely,

A handwritten signature in black ink, appearing to read 'Stephen D. Mikesell'.

Stephen D. Mikesell
Acting State Historic Preservation Officer

Enclosure

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Memorandum of Agreement

Between the

**Federal Transit Administration, and the
California State Historic Preservation Officer**

Regarding the

Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project in San Francisco County, California

WHEREAS, the Federal Transit Administration (FTA) may assist the Transbay Joint Powers Authority (TJPA), the City and County of San Francisco (CCSF), the Peninsula Corridor Joint Powers Board (JPB), and the San Francisco Redevelopment Agency (SFRA) with construction of a new multi-modal Terminal (Terminal) on the site of the present Transbay Transit Terminal (TTT), extension of the Peninsula Corridor Service (Caltrain) from its current San Francisco terminus at Fourth and Townsend Streets to a new underground terminus beneath the new Terminal, and establishment of a Redevelopment Area Plan with related development projects, including transit-oriented development on publicly-owned land in the vicinity of the new multi-modal Terminal (Undertaking); and

WHEREAS, on March 28, 2003, TJPA selected a Locally Preferred Alternative (LPA) for the Undertaking that includes the West Ramp Transbay Terminal Alternative, Full Build Redevelopment Alternative, and Second-to-Main Tunneling Alternative; and

WHEREAS, TJPA, as a Responsible Agency, intends to become the project sponsor, a grantee for federal grant receipt purposes, and the recipient of any FTA assistance for the Undertaking; and

WHEREAS, the California Department of Transportation (Department) has indicated that it will transfer to TJPA title to the historic property known as the TTT, which is a component of the San Francisco - Oakland Bay Bridge (Bay Bridge), a multi-component structure that is listed on the National Register of Historic Places (NRHP), and that such transfer of title will occur after the Department has received satisfactory proof that FTA has issued a Record of Decision pursuant to NEPA for construction of the Undertaking; and

WHEREAS, FTA, in consultation with the California State Historic Preservation Officer (SHPO), has determined that the Undertaking will adversely affect properties listed or eligible for listing in the NRHP (historic properties), including components of the Bay Bridge and the Second and Howard Streets Historic District, and may affect archaeological properties that have not yet been identified; and

WHEREAS, the Bay Bridge East Span Seismic Safety Project in San Francisco and Alameda counties is a separate undertaking from the subject Undertaking; and

WHEREAS, FTA has consulted with SHPO in accordance with 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f), and has notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect finding pursuant to 36 CFR §800.6 (a) (1); and

WHEREAS, FTA, TJPA, CCSF, JPB, SFRA have consulted with the Department; the City of Oakland, the San Francisco Architectural Heritage; the San Francisco Planning & Urban Research Association (SPUR); the National Park Service (Western Regional Office); the National Trust for Historic

1 Preservation; the American Institute of Architects Preservation Committee; San Francisco Beautiful;
2 Transbay Citizens' Advisory Committee; the Oakland Heritage Alliance; the San Francisco Landmarks
3 Preservation Advisory Board; and San Francisco Tomorrow, regarding the Undertaking and its effects on
4 historic properties, and have taken all comments received from these parties into account;

5
6 **NOW, THEREFORE**, FTA and SHPO agree that if the Undertaking proceeds with FTA assistance,
7 the Undertaking shall be implemented in accordance with the following stipulations in order to take into
8 account the effects of the Undertaking on historic properties, and further agree that these stipulations
9 shall govern the Undertaking and all of its parts until this Memorandum of Agreement (MOA) expires or is
10 terminated.

11 **STIPULATIONS**

12
13
14 If FTA provides funding assistance or a loan guarantee for the Undertaking, FTA will ensure that the
15 following stipulations, which are applicable to the Locally Preferred Alternative (LPA), are implemented:
16

17 **I. Professional Standards**

18 **A. Professional Qualifications**

19
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21 All activities regarding history, historic preservation, historic architecture, architectural history,
22 historic and prehistoric archaeology, that are carried out pursuant to this MOA will be carried
23 out by or under the direct supervision of persons meeting, at a minimum, the Secretary of the
24 Interior's professional qualifications standards (48 FR 44738-9) (PQS) in these disciplines.
25 However, nothing in this stipulation may be interpreted to preclude any signatory or any agent
26 or contractor thereof from using the properly supervised services of persons who do not meet
27 the PQS.

28 **B. Historic Preservation Standards**

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31 All activities regarding history, historic preservation, historic architecture, architectural history,
32 historic and prehistoric archaeology that are carried out pursuant to this MOA shall reasonably
33 conform to the Secretary of Interior's Standards and Guidelines for Archaeology and Historic
34 Preservation (48 FR 44716-44740) as well as to applicable standards and guidelines
35 established by SHPO.

36 **C. Curation and Curation Standards.**

37
38
39 FTA and TJPA shall ensure that, to the extent permitted under §§ 5097.98 and 5097.991. of
40 the California Public Resources Code, materials and records resulting from any archaeological
41 treatment or data recovery that may be carried out pursuant to this MOA, are curated in
42 accordance with 36 CFR Part 79.
43

44 **II. Mitigation of Effects on Components of the San Francisco-Oakland Bay Bridge** 45 **(Bay Bridge)**

46 **A. Salvage**

47
48
49 TJPA, in consultation with the Department, will identify elements of the existing TTT that may
50 be suitable for salvage and interpretive use by museums. Within two years following
51 execution of this MOA by FTA and SHPO, TJPA will offer any elements identified as suitable for
52 salvage and interpretive use to San Francisco Architectural Heritage, the California State

1 Railroad Museum, Sacramento, the Western Railway Museum, the Oakland Museum, and any
2 other interested parties. Interested parties must accept these elements at least 90 days prior
3 to demolition of the TTT. TJPA will remove any elements selected in a manner that minimizes
4 damage and will deliver them with legal title to the recipient. Items not accepted by
5 interested parties for salvage or interpretive use within the time frame specified herein will
6 receive no further consideration under this MOA.

7
8 **B. Permanent Interpretive Exhibit at the Terminal**

9
10 TJPA will direct the design and engineering team for the Undertaking to integrate into the
11 design of the new Terminal a dedicated space for an interpretive exhibit. The interpretive
12 exhibit will include at a minimum, but is not necessarily limited to: plaques or markers, a
13 mural or other depiction of the historic TTT, ramps, or Key System, or other interpretive
14 material.

15
16 TJPA will consult with the Department regarding the availability of historical documentary
17 materials for the creation of the permanent interpretive display of the history of the original
18 TTT and its association with the San Francisco-Oakland Bay Bridge.

19
20 The Department will assist TJPA in planning the scope and content of the proposed
21 interpretive exhibit. In addition, TJPA will invite the Oakland Heritage Alliance, San Francisco
22 Architectural Heritage, the California State Railroad Museum, and the Western Railway
23 Museum to participate. TJPA, while retaining responsibility for the development of the exhibit,
24 will consider, jointly with the Department, the participating invitees' recommendations when
25 finalizing the exhibit design. TJPA will produce, install, and maintain the exhibit.

26
27 TJPA will also consult with the City of Oakland about its possible interest in having a similar
28 interpretive exhibit in the East Bay. If agreement is reached prior to completion of final design
29 of the Terminal, TJPA will provide and deliver exhibit materials to a venue that is mutually
30 satisfactory to TJPA and the City of Oakland.

31
32 **C. Oakland Museum of California Exhibit**

33
34 TJPA will consult with the Department and the Oakland Museum about contributing to the
35 Department's exhibit and the production of an interpretive video at the Oakland Museum
36 relating to the history and engineering of the major historic state bridges of the San Francisco
37 Bay Area. TJPA will propose contributions to such an exhibit and video that would be related
38 to the history of the TTT, bus ramp loop structures, and the Key System. Items contributed
39 by TJPA to such an exhibit may include photographs, drawings, videotape, models, oral
40 histories, and salvaged components from the TTT. In addition, TJPA will assist the Oakland
41 Museum by contributing up to \$50,000 toward the cost of preparing and presenting the exhibit
42 and preparing an exhibit catalog or related museum publication in conjunction with the
43 exhibit, in a manner and to an extent that is mutually satisfactory to TJPA, the Department,
44 and the Oakland Museum. A separate agreement will outline the negotiated financial
45 contributions.

46
47 TJPA will work with the Oakland Museum and assist in the preparation of an exhibit and
48 interpretive video if consultation results in agreement between TJPA and the Oakland Museum
49 prior to demolition of the existing TTT.

D. Documentation

Prior to the start of any work that would have an adverse effect on components of the Bay Bridge that are historic properties, TJPA will request SHPO to determine whether these components, including the TTT and associated ramps, have been adequately recorded in existing documents. If SHPO determines that collectively, such documents, which include the Department's past recordation of a series of remodeling and seismic retrofit projects that have occurred since 1993, adequately document the TTT and ramps, then no further documentation will be necessary. In addition, TJPA, assisted by the Department, will seek to obtain the original drawings of the TTT by architect T. Pflueger. If SHPO determines that existing documentation is adequate, then TJPA will compile such documentation into a comprehensive record. Components to be included in the review of past documentation are:

- 425 Mission Transbay Transit Terminal (APN 3719-003, 3720-001, 3721-006),
- Upper Deck San Francisco Approaches or North Connector, Bridge #34-116F,
- Upper Deck San Francisco Approaches or Center Ramps, Bridge #34-118L,
- San Francisco Approaches or Lower Deck On-Ramp, Bridge #34-118R,
- Transbay Terminal Loop ramp, Bridge #34-119Y, and
- Harrison Street over-crossing, Bridge #34-120Y.

If SHPO determines that existing documentation does not constitute adequate recordation of the Bay Bridge components addressed hereunder, then TJPA and SHPO will consult further and SHPO will determine what level and type of additional documentation is necessary. Upon a written determination by SHPO that all documentation prescribed hereunder is satisfactory, TJPA will provide copies of this documentation to SHPO and the Department Headquarters Library, with xerographic copies to the History Center at the San Francisco Public Library, San Francisco Architectural Heritage, the Oakland History Room of the Oakland Public Library, the Oakland Museum of California, the Western Railway Museum, and Department District 4 Office. Thereafter, TJPA may proceed with that aspect of the Undertaking that will adversely affect the historic properties documented hereunder.

If SHPO does not respond within 45 days of receipt of each submittal of documentation prescribed herein, TJPA may assume that SHPO has determined that said documentation is adequate and may proceed with that aspect of the Undertaking that will adversely affect the historic properties documented hereunder.

III. Mitigation of Effects on Second and Howard Streets Historic District and Protective Measures for Rincon Point/South Beach Historic Warehouse Industrial District

A. Protective Measures

TJPA, in consultation with the owners of historic properties immediately adjoining the construction sites, will develop and implement measures to protect the contributing elements of the Second and Howard Streets Historic District and the Rincon Point/South Beach Historic Warehouse Industrial District from damage by any aspect of the Undertaking. Such measures will include, but are not necessarily limited to, those identified in Appendix A to this MOA. The protective measures herein stipulated will be developed and implemented by TJPA prior to the commencement of any aspect of the Undertaking that could have an adverse effect on historic properties immediately adjoining the construction sites herein identified. In addition, TJPA will monitor the effectiveness of the protective measures herein stipulated and will supplement or modify these measures as and where necessary in order to ensure that they are effective. The historic properties covered by the terms of this paragraph are shown in the following table.

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2

Affected Historic Properties During construction					
Address/ Assessors Number	Parcel	NRHP Status	Contributing Element of	Const. Date	Type of Impact
589-591 Howard Street / 3736-098		1D	Second & Howard District & New Montgomery/ Second Street	1906	Cut-and-cover construction nearby
163 Second Street / 3721-048		1D		1907	
166-78 Townsend Street / 3788-012		3D	Rincon Point/South Beach District & South End District.	1910 [1] 1888[2]	Cut-and cover Construction nearby. Need construction easement
640 Second Street / 3788-002		2S2	Rincon Point/South Beach District & South End District.	1926	Tunnel under or near property
650 Second Street / 3788-049 through 3788- 073		2S2		1922	
670-680 Second Street / 3788-043, 3788-044		2S2 (670), 3D (680)		1913	
301-321 Brannan Street / 3788-037		3D		1909	
130 Townsend Street / 3788-008		3D		1910 [1] 1895-6 [2]	
136 Townsend Street / 3788-009		3D		1902 [1] 1913 [2]	
144-46 Townsend Street / 3788-009A		3D		1922	
148-54 Townsend Street / 3788-010		3D		1922	
162-164 Townsend Street / 3788-081		3D		1919	

Notes: National Register Status Codes are as follows:
1 Listed on the NRHP
2S1 Determined eligible for listing by the Keeper of the Register
2S2 Determined eligible for listing by consensus of the SHPO and a federal agency.
1D Listed on National Register as a contributor to a district or multi-resource property
2D2 Determined eligible as a contributor by consensus determination
3D Appears eligible as a contributor to a fully documented district
[1] Caltrans, 1983, [2] Corbett and Bradley, 1996
Source: JRP Historical Consulting, Parsons Transportation Group, 2001.

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B. Documentation

TJPA will take the effect of the Undertaking on the three historic properties listed below into account by recording these properties in accordance with the terms herein set forth. These properties are:

- 191 2nd Street, (APN: 3721-022),
- 580-586 Howard Street, (APN: 3721-092 through 3721-106), and
- 165-173 2nd Street, (APN: 3721-025).

Prior to taking any action that could adversely affect these properties, TJPA will consult SHPO and SHPO will determine the type and level of recordation that is necessary for these properties. Upon a written determination by SHPO that all documentation prescribed hereunder is complete and satisfactory, TJPA will submit a copy of this documentation to SHPO, with xerographic copies to the History Center at the San Francisco Public Library, San Francisco Architectural Heritage, and the Oakland History Room of the Oakland Public Library. Thereafter, TJPA may proceed with that aspect of the Undertaking that will adversely affect the historic properties documented hereunder.

If SHPO does not respond within 45 days of receipt of each submittal of documentation for prescribed herein, TJPA may assume that SHPO has determined that said documentation is adequate and may proceed with that aspect of the Undertaking that will adversely affect the historic properties documented hereunder.

C. Repair of Inadvertent Damage

TJPA will ensure that any damage to contributing elements of the Second and Howard Streets Historic District and the Rincon Point/South Beach Historic Warehouse Industrial District resulting from the Undertaking will be repaired by TJPA in accordance with the Secretary of the Interior's Standards for Rehabilitation. The condition of the contributing elements will be photographed by TJPA prior to the start of the Undertaking to establish the baseline condition for assessing any damage. To document these existing conditions, TJPA will consult with property owner(s) about the appropriate level of photographic documentation of building interiors and exteriors. A copy of this photographic documentation will be provided to the property owner(s), and will be retained on file by TJPA. If repair of inadvertent damage resulting from the Undertaking is necessary, TJPA will submit repair plans and specifications to SHPO for review and comment to ensure that the work conforms to the Secretary of the Interior's Standards for Rehabilitation. TJPA and SHPO will consult to establish a mutually satisfactory time frame for the SHPO's review. TJPA will carry out any repairs required hereunder in accordance with the comments of SHPO.

IV. Consideration of Potential Effects on and Prospective Development and Implementation of a Treatment Plan for Archaeological Properties

A. Consultation

Within 45 days following execution of this MOA by FTA and SHPO, FTA, SHPO, TJPA, JPB and CCSF will consult to initiate the process of determining how archaeological properties that may be affected by the Undertaking will be identified, whether and how the NRHP eligibility of such properties may be addressed, and whether and how the Undertaking's effects, if any, on those archaeological properties that may be considered historic properties for purposes of this MOA, may be taken into account. FTA and TJPA shall invite Caltrans to participate in this consultation. The time frame for this consultation shall be determined by the consulting parties through consensus. The consultation herein prescribed will at a minimum be informed by, and take into account, the following documents:

1. Attachment 6, "Standard Treatment of Archaeological Sites: Data Recovery Plan", of the "Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Office, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it pertains to the Administration of the Federal Aid Highway Program in California."
2. "Archaeological Research Design and Treatment Plan for SF-480 Terminal Separation Rebuild (Praetzellis and Praetzellis, 1993)" and "The San Francisco-Oakland Bay Bridge, West Approach Replacement: Archaeological Research Design and Treatment Plan (Ziesing, 2000)".
3. "Revised Historical Archaeology Research Design for the Central Freeway Replacement Project (Thad M. Van Bueren, Mary Praetzellis, Adrian Praetzellis, Frank Lortie, Brian Ramos, Meg Scantlebury and Judy D. Tordoff)."

B. Treatment Plan

If the consulting parties agree that a plan for treatment of archaeological properties (Treatment Plan) should be prepared, then TJPA will prepare a Treatment Plan that provides for the identification, evaluation and treatment of archaeological properties that may be affected by the Undertaking. The Treatment Plan shall conform to the requirements of item 1., above, of this stipulation, take into account the information contained in items 2. and 3., above, of this stipulation, and conform to any other standards, documentation, or guidance that the consulting parties may specify. If the consulting parties agree that the Treatment Plan will address historic archaeological properties as well as prehistoric archaeological properties, then with respect to consideration of historic archaeological properties, TJPA shall ensure that appropriately qualified historians prepare a historic context(s) that will be used by an interdisciplinary team consisting at a minimum, of historians and historic archaeologists, to:

1. Identify any significant research themes and topics that relate to the historic period(s) addressed by the historic context(s);
2. Determine what types of historic archaeological properties, if any, may usefully and significantly contribute to research themes and topics deemed by the historic context(s) study to be important;
3. Identify the specific components and constituents (features, artifacts, etc.), if any, of historic archaeological property types that can factually and directly, rather than speculatively, contribute data important to our understanding of significant historic research themes and topics;
4. Determine the amount (sample size, etc.) of archaeological excavation and related activity that is needed to provide the range and type of factual data that will contribute to our understanding of significant historic research themes and topics.

Upon completion, TJPA, on behalf of FTA, will submit the draft Treatment Plan to the other consulting parties for review and comment. The consulting parties shall have 45 days from receipt of the draft Treatment Plan to comment in writing to FTA and TJPA. Failure of the consulting parties to respond within this time frame shall not preclude FTA and TJPA from finalizing the draft Treatment Plan to their satisfaction. Before finalizing the draft Treatment Plan, FTA and TJPA will provide the consulting parties with written documentation indicating whether and how the draft Treatment Plan will be modified. Unless any consulting party

objects to this documentation in writing to FTA and TJPA within 15 days following receipt, FTA and TJPA may finalize the draft Treatment Plan as they deem appropriate, and proceed to implement the final Treatment Plan. If FTA and TJPA propose to modify the final Treatment Plan, TJPA, on behalf of FTA, will notify the consulting parties concurrently in writing about the proposed modifications. The consulting parties will have 15 days from receipt of notification to comment in writing to FTA and TJPA. Failure of the consulting parties to respond within this time frame shall not preclude FTA and TJPA from modifying the final Treatment Plan to their satisfaction. Before modifying the final Treatment Plan, FTA and TJPA will provide the consulting parties with written documentation indicating whether and how the final Treatment Plan will be modified. Unless any consulting party objects to this documentation in writing to FTA and TJPA within 15 days following receipt, FTA and TJPA may modify the final Treatment Plan as they deem appropriate, and proceed to implement the modified final Treatment Plan.

C. Treatment Plan Reporting Requirements

1. If pursuant to section B., above, of this stipulation, a Treatment Plan has been implemented, then within two years after FTA, in consultation with TJPA, has determined that all fieldwork required by the Treatment Plan has been completed, FTA will ensure that TJPA prepares a draft technical report that documents the results of implementing the Treatment Plan and distributes this draft technical report to the other MOA signatories for review. The reviewing parties will be afforded 60 days following receipt of the draft technical report to submit any written comments to FTA and TJPA. Failure of the reviewing parties to respond within this time frame shall not preclude FTA from authorizing TJPA to revise to the draft technical report as FTA and TJPA may deem appropriate. FTA will provide the reviewing parties with written documentation indicating whether and how the draft technical report will be modified in accordance with any reviewing party comments. Unless the reviewing parties object to this documentation in writing to FTA and TJPA within 30 days following receipt, FTA and TJPA may modify the draft technical report as they may deem appropriate. Thereafter, FTA and TJPA may issue the technical report in final form and distribute this document in accordance with paragraph C.2 of this stipulation.
2. Copies of the final technical report documenting the results of Treatment Plan implementation will be distributed by TJPA to the other signatory parties, to any consulting Native American Tribe if prehistoric, protohistoric or ethnographic period archaeological properties were located and addressed under the Treatment Plan, and to the appropriate California Historical Resources Information Survey (CHRIS) Regional Information Center, subject to the terms of stipulation IV.E.
3. FTA will ensure that TJPA prepares a written draft document that communicates in lay terms the results of Treatment Plan implementation to members of the interested public. TJPA will distribute this written draft document for review and comment concurrently with and in the same manner as that prescribed for the draft written technical report prescribed by paragraph C.1. of this stipulation. If the draft document prescribed hereunder is a publication such as a report or brochure, then such publication shall upon completion be distributed by TJPA to the other signatory parties, to any consulting Native American Tribe as applicable, and to any other entity that the signatory parties and, as applicable, any consulting Native American Tribe, through consultation may deem appropriate, subject to the terms of Stipulation IV.E.
4. TJPA will prepare a written annual report describing the status of its efforts to comply with the terms of stipulations II. – IV., inclusive, of this MOA. The annual report will be prepared following the end of each fiscal year (July 1 to June 30) that this MOA is in effect

and will be distributed by TJPA to all MOA signatories by July 30 of each year until FTA and the SHPO through consultation determine that the requirements of stipulations II. - IV., inclusive, of this MOA have been satisfactorily completed.

D. Treatment Plan Not Developed -- Addressing Discoveries

If the consulting parties agree that a plan for treatment of archaeological properties will not be prepared, then any archaeological properties discovered during implementation of any aspect of the Undertaking will be addressed by TJPA pursuant to 36 CFR § 800.13(b)(3).

E. Confidentiality

The signatories to this MOA acknowledge that historic properties covered by this MOA are subject to the provisions of § 304 of the National Historic Preservation Act of 1966, as amended, and § 6254.10 of the California Government Code (Public Records Act), relating to the disclosure of archaeological site information and, having so acknowledged, will ensure that all actions and documentation prescribed by this MOA are consistent with § 304 of the National Historic Preservation Act of 1966, as amended, and § 6254.10 of the California Government Code.

F. Treatment of Human Remains of Native American Origin

The parties to this MOA agree that Native American burials and related items discovered during implementation of the terms of the MOA and of the Undertaking will be treated in accordance with the requirements of § 7050.5(b) of the California Health and Safety Code. If, pursuant to § 7050.5(c) of the California Health and Safety Code, the county coroner/medical examiner determines that the human remains are, or may be of Native American origin, then the discovery shall be treated in accordance with the provisions of § 5097.98(a)-(d) of the California Public Resources Code. TJPA will ensure that to the extent permitted by applicable law and regulation, the views of any consulting Native American Tribe and the Most Likely Descendant(s) are taken into consideration when decisions are made about the disposition of other Native American archaeological materials and records.

V. Resolving Objections

A. Should any party to this MOA object at any time to the manner in which the terms of this MOA are implemented, or to any action carried out or proposed with respect to implementation of the MOA (other than the Undertaking itself) or to any documentation prepared in accordance with and subject to the terms of this MOA, FTA shall immediately notify the other parties to this MOA of the objection and consult with the objecting party and the other parties to the MOA for no more than 21 days to resolve the objection. FTA shall reasonably determine when this consultation will commence. If the objection is resolved through such consultation, the action in dispute may proceed in accordance with the terms of that resolution. If, after initiating such consultation, FTA determines that the objection cannot be resolved through consultation, then FTA shall forward all documentation relevant to the objection to the ACHP, including FTA's proposed response to the objection, with the expectation that the ACHP will, within thirty (30) days after receipt of such documentation:

1. Advise FTA that the ACHP concurs in FTA's proposed response to the objection, whereupon FTA will respond to the objection accordingly; or
2. Provide FTA with recommendations, which FTA will take into account in reaching a final decision regarding its response to the objection; or

3. Notify FTA that the objection will be referred for comment pursuant to 36 CFR § 800.7(a)(4), and proceed to refer the objection and comment. FTA shall take the resulting comments into account in accordance with 36 CFR 800.7(c)(4) and Section 110(1) of the National Historic Preservation Act.

- B. Should the ACHP not exercise one of the foregoing options within 30 days after receipt of all pertinent documentation, FTA may assume the ACHP's concurrence in its proposed response to the objection.
- C. FTA shall take into account any ACHP recommendation or comment provided in accordance with this stipulation with reference only to the subject of the objection. FTA's responsibility to carry out all other actions under this MOA that are not the subject of the objection will remain unchanged.
- D. FTA shall provide all other parties to this MOA, any consulting Native American Tribe, and the ACHP when the ACHP has issued comments hereunder, with a copy of its final written decision regarding any objection addressed pursuant to this stipulation.
- E. FTA may authorize any action subject to objection under this stipulation to proceed after the objection has been resolved in accordance with the terms of this stipulation.
- F. At any time during implementation of the measures stipulated in this MOA, should an objection pertaining to such implementation be raised by a member of the public, FTA shall notify the parties to the MOA, and any Native American Tribe, in writing of the objection and take the objection into consideration. FTA shall consult with the objecting party and, if the objecting party so requests, with any of the other MOA signatories and any consulting Native American Tribe, for no more than 30 days. Within 10 days following closure of this consultation period, FTA will render a decision regarding the objection and notify all consulting parties of its decision in writing. In reaching its decision, FTA will take into account any comments from the consulting parties regarding the objection, including the objecting party. FTA's decision regarding the resolution of the objection will be final. FTA may authorize any action subject to objection under this paragraph to proceed after the objection has been resolved in accordance with the terms of this paragraph.
- G. Disputes pertaining to the National Register eligibility of properties covered by this MOA will be addressed by FTA in accordance with 36 CFR § 800.4(c)(2).

VI. Amendments

Any party to this MOA, or any consulting Native American Tribe, may propose that this MOA be amended, whereupon the parties to this MOA and, as applicable, any consulting Native American Tribe, will consult to consider such amendment. The amendment process shall comply with 36 CFR §§ 800.6(c)(1) and 800.6(c)(7). The time frame for such consultation shall be determined by FTA, in consultation with SHPO and TJPA. This MOA may be amended only upon the written agreement of the signatory parties. If it is not amended, this MOA may be terminated by either signatory party in accordance with Stipulation VII.

VII. Termination

- A. If this MOA is not amended as provided for in Stipulation VI., or if either signatory party proposes termination of this MOA for other reasons, the signatory party proposing termination shall in writing, notify the other parties to this MOA and any consulting Native American Tribe,

1 explain the reasons for proposing termination, and consult with the other parties and any
2 consulting Native American Tribe to seek alternatives to termination. The time frame for such
3 consultation shall be determined by FTA, in consultation with SHPO and TJPA. Such
4 consultation shall not be required if FTA proposes termination because the Undertaking no
5 longer meets the definition set forth in 36 CFR § 800.16(y).
6

- 7 **B.** Should such consultation result in an agreement on an alternative to termination, then the
8 parties and any consulting Native American Tribe shall proceed in accordance with the terms of
9 that agreement.
10
11 **C.** Should such consultation fail, the signatory party proposing termination may terminate this MOA
12 by promptly notifying the other parties to this MOA and any consulting Native American Tribe in
13 writing. Termination hereunder shall render this MOA without further force or effect.
14
15 **D.** If this MOA is terminated hereunder, and if FTA determines that the Undertaking will
16 nonetheless proceed, then FTA shall proceed in accordance with 36 CFR § 800.6 to develop a
17 new MOA.
18

19 **VIII. Duration of the MOA**

20

- 21 **A.** Unless terminated pursuant to Stipulation VII., or unless it is superseded by an amended MOA,
22 this MOA will be in effect following execution by SHPO until FTA, in consultation with the other
23 parties and any consulting Native American Tribe, determines that all of its stipulations have
24 been satisfactorily fulfilled. This MOA will terminate and have no further force or effect on the
25 day that FTA notifies the other parties and any consulting Native American Tribe in writing of
26 its determination that all stipulations of this MOA have been satisfactorily fulfilled.
27
28 **B.** The terms of this MOA shall be satisfactorily fulfilled within 12 years following the date of
29 execution by SHPO. If FTA determines that this requirement cannot be met, the parties to this
30 MOA and any consulting Native American Tribe will consult to reconsider its terms.
31 Reconsideration may include continuation of the MOA as originally executed, amendment or
32 termination. In the event of termination, FTA will comply with Stipulation VII.D. if it determines
33 that the Undertaking will proceed notwithstanding termination of this MOA.
34
35 **C.** If the Undertaking has not been implemented within 12 years following execution of this MOA
36 by the SHPO, this MOA shall automatically terminate and have no further force or effect. In
37 such event, FTA shall notify the other parties and any consulting Native American Tribe in
38 writing and, if it chooses to continue with the Undertaking, shall reinstate review of the
39 Undertaking in accordance with 36 CFR Part 800.
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41 **IX. EFFECTIVE DATE**

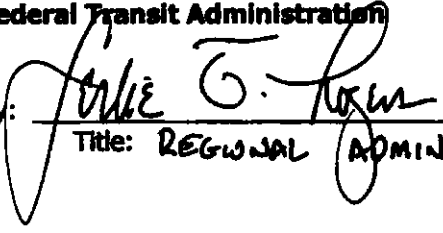
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43 This MOA will take effect on the date that it has been executed by SHPO.
44


45 Execution of this MOA by FTA and SHPO, its transmittal by FTA to the ACHP in accordance with 36 CFR
46 § 800.6(b)(1)(iv), and subsequent implementation of its terms, shall evidence, pursuant to 36 CFR
47 § 800.6(c), that this MOA is an agreement with the ACHP for purposes of Section 110(1) of the National
48 Historic Preservation Act, and shall further evidence that FTA has afforded the ACHP an opportunity to
49 comment on the Undertaking and its effects on historic properties, and that FTA has taken into account
50 the effects of the Undertaking on historic properties.
51
52

1
2 **SIGNATORY PARTIES:**

3
4 **Federal Transit Administration**

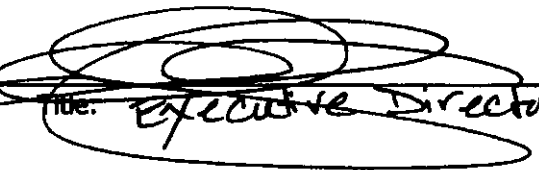
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6 By:  Date: 6/21/04
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8 Title: REGIONAL ADMINISTRATOR
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12 **California State Historic Preservation Officer**

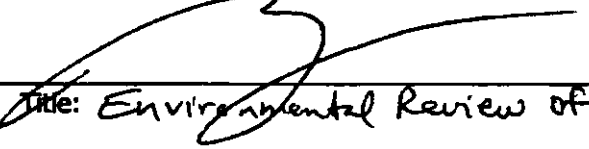
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14 By:  Date: 6/23/04
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16 Title: Deputy SHPO
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19 **Concurring Signatories:**

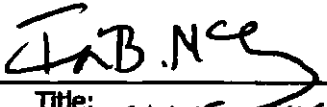
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22 **Transbay Joint Powers Authority**

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24 By:  Date: 6/4/04
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26 Title: Executive Director
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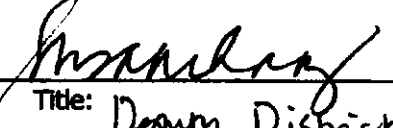
29
30 **City and County of San Francisco**

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32 By:  Date: 6/4/04
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34 Title: Environmental Review Officer
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38 **Peninsula Corridor Joint Powers Board**

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40 By:  Date: 6/3/04
41
42 Title: CHIEF DEVELOPMENT OFFICER
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44

45
46 **California Department of Transportation**

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48 By:  Date: 6/7/04
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50 Title: Deputy District Director
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Appendix A: Protective Measures:

Following are mitigation measures to be implemented to protect properties eligible for on in the National Register of Historic Places. The measures described would be implemented by a combination of construction contract specifications, drawings, and provisions, as well as public affairs programs. TJPA and JPB staff would be assigned to work directly with the public to provide project information and to resolve construction-related problems. The TJPA and JPB will work with community residents, elected officials, local businesses, and community organizations to tailor the mitigation program to best meet community needs. Contractors will be monitored to assure that mitigation measures are met.

I. Preconstruction Activities

- **Undertake building data survey.** A pre-construction structural survey would be completed to determine the integrity of existing buildings adjacent to and over the proposed extension. This survey would be used to finalize detailed construction techniques along the alignment and as the baseline for monitoring construction impacts during and following construction. During construction, the TJPA and JPB would monitor adjacent buildings for movement and, if movement is detected, take immediate action to control the movement.
- **Complete detailed geotechnical investigation.** During final design, additional sampling (drilling and core samples) and analyses of subsurface soil/rock conditions would be used to detail and finalize the excavation and its support system to be used in the retained cut, cut-and-cover and tunnel portions of the extension. Current data, including subsurface sampling conducted in 1995 and 1996 for the 1997 Caltrain DEIS/DEIR have been used to identify the proposed construction techniques presented in the following sections, which form the basis for the impact analysis that follows in Section 5.21.

II. General Construction Measures

- **Provide signage.** The TJPA and JPB would work with establishments affected by construction activities. Appropriate signage would be developed and displayed to direct both pedestrian and vehicular traffic to businesses via alternate routes.
- **Install level deck.** Decking at the under-street cut-and-cover sections would be installed flush with the existing street or sidewalk levels.
- **Provide for efficient sidewalk design and maintenance.** Wherever feasible, sidewalks would be maintained at the existing width during construction. Where a sidewalk must be temporarily narrowed during construction (e.g., deck installation), it would be restored to its original width during the majority of construction period. In some places this may require placing the temporary sidewalk actually on the deck. Each sidewalk design should be of good quality and approved by the Resident Engineer prior to construction. Handcapped access would be maintained during construction where feasible.

III. Soils/Geology

- **Underpin existing buildings, where deemed necessary, to protect existing structures from potential damage that could result from excessive ground movements during construction.** The design of the tunneling and the excavation procedures (and construction sequence), and the design of the temporary support system will be developed with the objective of controlling ground deformations within small enough levels to avoid damage to adjacent structures.

Where the risk of damage to adjacent structures is too great, special measures may be implemented such as: (1) underpinning, (2) ground improvement, and/or (3) strengthening of existing structures to mitigate the risks.

The cut-and-cover alignment passes near settlement-sensitive structures in the vicinity of the intersection of Second and Townsend streets, including buildings in the Rincon Point / South Beach Historic Warehouse – Industrial District (i.e., 166-178, 180, , and 350-360 Townsend Street).

The tunnel alignment passes under a number of old and settlement-sensitive structures in the vicinity of the intersection of Second and Townsend streets, including buildings in the Rincon Point / South Beach Historic Warehouse – Industrial District (i.e., 130, 136, 144-146, 148-154, and 162-164 Townsend Street; 634, 640, 650, and 670-680 Second Street; and 301-321 Brannan Street).

Even though the tunnel will be excavated using the stacked drift method, and even though the tunnel will be excavated in the Franciscan Rock formation, the risk of potential adverse impacts of tunneling on the existing buildings must be assessed, because the rock cover over the tunnel is rather shallow.

As part of the initial studies performed in 1996, preliminary plans were developed to protect/strengthen existing structures to mitigate the risk of adverse impacts of tunneling on existing structures. Underpinning, if it is deemed necessary, is one of the options for mitigating adverse effects of tunneling on the existing buildings. Underpinning involves modification of the foundations of the building so that the superstructure loads can be transferred beyond the zone of influence of tunneling. Underpinning may include internal strengthening of the superstructure, bracing, reinforcing the existing foundations, or replacing the existing foundations with deep foundations that are embedded outside the zone of influence of tunneling.

Other alternatives, in lieu of underpinning, involve strengthening of the rock between the building and the crown of the tunnel. Grouting in combination with inclined pin piles can be used not only to strengthen the rock but to make the rock mass over the tunnel act as a rigid beam, which would allow construction of the tunnels with no adverse effects on the buildings that are supported on shallow foundations over the tunnel.

Preliminary plans for underpinning have been developed that allow cost estimates to be made for underpinning. During the detailed design phase of the Project, underpinning plans will be developed specific to each of the buildings that may require it. It is not necessary at this stage of the Project to develop detailed underpinning plans.

These issues will be addressed on a case by case basis, along the alignment, during the detailed design phase of the Project. The methodology that is proposed for the Caltrain Downtown Extension, i.e. to design the support system to control ground deformations within tolerances, and selectively strengthen structures that may be too weak to resist even small deformations, was successfully used for the Muni Metro Turnback project, and should be effective for the Caltrain Downtown Extension Project as well.

- Assure proper design and construction of pile supported foundations for structures to control potential settlement of the surface. Stability of excavations resultant impacts on adjacent structures can be controlled within tolerable limits by proper design and implementation of the excavation shoring systems.

IV. Air Emissions

- Upon completion of the construction phase, buildings with visible signs of dirt and debris from the construction site shall be power washed and/or painted (given that permission is obtained from the property owner to gain access to and wash the property with no fee charged by the owner).

V. Vibration

- **Limit or prohibit use of construction techniques that create high vibration levels.** At a minimum, processes such as pile driving would be prohibited at distances less than 250 feet from residences.
- **Restrict procedures that contractors can use in vibration sensitive areas.** It is often possible to employ alternative techniques that create lower vibration levels. For example, unrestricted pile driving is one activity that has considerable potential for causing annoying vibration. Using the cast-in-drilled-hole piling method instead will eliminate most potential for vibration impact from the piling.
- Require vibration monitoring during vibration intensive activities.
- Restrict the hours of vibration intensive activities such as pile driving to weekdays during daytime hours.
- Investigate alternative construction methods and practices to reduce the impacts in coordination with the construction contractor if resident annoyance from vibration becomes a problem.
- Include specific limits, practices and monitoring and reporting procedures for the use of controlled detonation. Controlled detonation may be required during tunnel construction through rock for both the cut-and-cover and stacked-drift construction methods, subject to additional geotechnical investigations and other considerations that would be determined during the final design and construction phases of the project. Any use of controlled detonation would be closely controlled and monitored to avoid damage to existing structures. Specific limits, practices, and monitoring and reporting procedures would be included within the contract documents to ensure that such construction methods, if used, would not exceed safety criteria.
- **Use high-resilience track fasteners or a resiliently supported tie system** for the Caltrain downtown extension for areas projected to exceed vibration criteria.

Appendix C

TJPA Transbay Transit Terminal Historic Resource Recordation Submission



TRANSBAY JOINT POWERS AUTHORITY

Maria Ayerdi • Executive Director

October 10, 2008

Mr. Stephen D. Mikesell
Deputy State Historic Preservation Officer
Office of Historic Preservation
P.O. Box 942896
Sacramento, CA 95296-0001

Subject: Transbay Transit Terminal Historic Resource Recordation Submission

Dear Mr. Mikesell:

Enclosed is documentation on the Transbay Transit Terminal, as required by the June 2004 Memorandum of Agreement (MOA) for the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project in San Francisco, California, which was signed between the California State Historic Preservation Officer (SHPO), the Federal Transit Administration, and concurring signatories of the Transbay Joint Powers Authority (TJPA), the City and County of San Francisco, the Peninsula Corridor Joint Powers Board, and the California Department of Transportation (Caltrans).

This submittal fulfills MOA Stipulation II.D, Documentation, which requires the TJPA to collect past documentation of the Transbay Terminal to determine if the building has been adequately recorded prior to undertaking any work that will have an adverse effect on this historic property. The documentation in the accompanying submittal was compiled consistent with Historic American Buildings Survey/Historic American Engineering Record (HABS/HAER) Level 1 standards to demonstrate that the Transbay Terminal has been adequately recorded. The historic and contemporary documents included represent the original conditions and subsequent changes since the Terminal was constructed in 1939. The overview includes a summary of the drawings, photographs and written materials. Detailed lists of the drawings and photographs are also included for easy reference to the contents in this package.

In accordance with the MOA, the TJPA is to provide your office with a 45-day review period and requests your written comments, if any, by **Wednesday, November 26, 2008**. If SHPO determines that this submittal is adequate, or SHPO does not respond within 45 days, the TJPA may proceed with the demolition of the Transbay Terminal and ramps and provide copies of this documentation to the repositories identified in the MOA. If SHPO determines that this submittal does not constitute adequate recordation of the Terminal, then the TJPA and SHPO will consult further about what level and type of additional documentation is necessary.

This submission is concerned with the Transbay Terminal building only. Documentation for the following bridge elements listed in the MOA were submitted in 1999 to the SHPO by Caltrans as part of the Historic American Engineering Record (HAER project CA-32) for the San Francisco-Oakland Bay Bridge: the Transbay Terminal Loop ramp (Caltrans Bridge #34-119Y), the North Connector (Caltrans Bridge #34-116F), the Center Ramps (Caltrans Bridge #34-118L), the Lower Deck On-Ramp (Caltrans Bridge #34-118R), and the Harrison Street Over-crossing (Caltrans Bridge #34-120Y).

Separately, the TJPA is drafting an amendment to the MOA that acknowledges modifications to the schedule for the Transbay Transit Center Program that have occurred since execution of the MOA in 2004 and will share a draft of the proposed amendment with your office shortly.

We appreciate your consideration of this matter. If this submittal is determined by SHPO to be adequate recordation of the Transbay Terminal, please sign below and return this letter.

Sincerely,



Robert Beck
Senior Program Manager
Transbay Joint Powers Authority

cc: M. Ayerdi-Kaplan, TJPA Executive Director
J. Oishi, Program Coordinator, PMPC
A. Lau, Transit Center Project Manager, PMPC
S. Stratton, State Historic Preservation Office (pdf on CD)
L. Rogers, FTA Regional Administrator (pdf on CD)
B. Wycko, Environmental Review Officer, City and County of San Francisco (pdf on CD)
I. McAvoy, Chief Development Officer, Peninsula Corridor Joint Powers Board (pdf on CD)
J. Richards, Deputy District Director, Office of Environmental Planning & Engineering, Caltrans (pdf on CD)

Enclosure: - *Historic Resource Recordation Documentation for the Transbay Transit Terminal, 425 Mission Street, San Francisco, CA* prepared by the Transbay Joint Powers Authority, October 10, 2008 (hardcopy and CD)
- *Historic American Engineering Record, San Francisco Oakland Bay Bridge HAER No. CA-32* submitted by Caltrans in 1999 to SHPO (pdf on CD)

The State Historic Preservation Officer finds that the submittal provided by the Transbay Joint Powers Authority dated October 10, 2008, is adequate recordation of the Transbay Terminal and, in combination with HAER project CA-32 submitted by Caltrans in 1999, adequately fulfills the requirements of MOA Stipulation II.D.


Signature

6/2/09
Date


Printed Name

Authorized Representative of the Office of Historic Preservation

Appendix D

Excerpt of TJPA Mitigation Monitoring and Reporting Program

TRANSBAY TERMINAL/CALTRAIN DOWNTOWN EXTENSION/REDEVELOPMENT PROJECT
FEIS/FEIR MITIGATION MONITORING AND REPORTING PROGRAM

MITIGATION MEASURE	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
<p>CH 9 – Request that SHPO, prior to the start of any work that would have an adverse effect on components of the Bay Bridge that are historic properties, determine whether these components, including the TTT and associated ramps, have been adequately recorded in existing documents. If SHPO determines that, collectively, such documents, which include the Department’s past recordation of a series of remodeling and seismic retrofit project that have occurred since 1993, adequately document the TTT and ramps, then no further documentation will be necessary.</p> <p>Seek, with the assistance of the Department, to obtain the original drawings of the TTT by architect T. Pflueger.</p> <p>If SHPO determines that existing documentation is adequate, compile such documentation into a comprehensive record. Components to be included in the review of past documentation are:</p> <ul style="list-style-type: none"> • 425 Mission Transbay Transit Terminal (APN 3719-003, 3720-001, 3721-006); • Upper Deck San Francisco Approaches or North Connector, Bridge #34-116F; • Upper Deck San Francisco Approaches or Center Ramps, Bridge #34-118L; • San Francisco Approaches or Lower Deck On-Ramp, Bridge #34-118R; • Transbay Terminal Loop ramp, Bridge #34-119Y; and • Harrison Street over-crossing Bridge #34-120Y. <p>Consult further with SHPO, if SHPO determines that existing documentation does not constitute adequate recordation of the Bay Bridge components addressed hereunder. SHPO will determine what level and type of additional documentation is necessary.</p> <p>Provide xerographic copies of this documentation to the SHPO and the Department Headquarters Library, upon a written</p>	TJPA	During preliminary engineering and final design	TJPA	<p>TJPA will consult with the SHPO regarding adequacy of prior recordation efforts.</p> <p>TJPA will work with Department to seek original drawings of the Transbay Transit Terminal.</p> <p>If SHPO determines that existing documentation is adequate, compile such documentation into a comprehensive record.</p> <p>If SHPO determines that existing documentation does not constitute adequate recordation of the Bay Bridge components, then TJPA and SHPO will consult further and SHPO will determine what level and type of additional documentation is necessary.</p>

TRANSBAY TERMINAL/CALTRAIN DOWNTOWN EXTENSION/REDEVELOPMENT PROJECT

FEIS/FEIR MITIGATION MONITORING AND REPORTING PROGRAM

MITIGATION MEASURE	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
determination by SHPO that all documentation prescribed hereunder is satisfactory, to the History Center at the San Francisco Public Library, San Francisco Architectural Heritage, the Oakland History Room of the Oakland Public Library, the Oakland Museum of California, the Western Railway Museum, and Department District 4 Office. Thereafter, TJPA may proceed with that aspect of the Project that will adversely affect the historic properties documented hereunder.				<p>If no response from SHPO within 45 days of receipt of each submittal of documentation, TJPA may assume that said documentation is adequate and may proceed with the project.</p> <p>TJPA will ensure that these records are accepted by SHPO prior to demolition of the TTT and provide copies of the documentation to designated agencies. Then, TJPA will proceed with the aspect of the project that will adversely affect the historic properties documented.</p>
CH 10 – Within 180 days after FTA determines that the Project has been completed, TJPA, in consultation with FTA and SHPO, will re-evaluate the Bay Bridge, a property listed on the NRHP, and determine whether the National Register nomination should be amended or whether the bridge no longer qualifies for listing and should be removed from the National Register. As appropriate, TJPA will prepare and submit to the FTA and SHPO either an amended nomination or petition for removal, to be processed according to the procedures set forth in 36 CFR Part 60 (60.14 and 60.15).	TJPA	Within 180 days after FTA determines that the Project has been completed	TJPA	As appropriate, TJPA will prepare and submit to the FTA and SHPO either an amended nomination or petition for removal, to be processed according to the procedures set forth in 36 CFR part 60 (60.14 and 60.15). TJPA will coordinate these efforts with the CCSF Planning Department.
<p>CH 11 – Develop and implement measures, in consultation with the owners of historic properties immediately adjoining the construction sites, to protect the contributing elements of the Second and Howard Streets Historic District and the Rincon Point/South Beach Historic Warehouse Industrial District from damage by any aspect of the Project. Such measures will include, but are not necessarily limited to those identified in the MOA.</p> <p>The protective measures herein stipulated will be developed and implemented by TJPA prior to the commencement of any aspect</p>	TJPA	During preliminary engineering, final design, and construction	TJPA	TJPA will contact owners of record of historic properties that will be affected (but that will not be acquired and demolished) by the Project. TJPA will provide and review this mitigation monitoring program with the owners via correspondence and/or public and face-to-face meetings. TJPA will coordinate these efforts with the CCSF Planning Department prior to commencement of any aspect of the

Appendix 2

William Self Associates Memorandum
Sterling Street Substation, Bus Ramps and Constructive Use



ARCHAEOLOGY AND HISTORIC PRESERVATION

Page 1 of 1

MEMORANDUM

TO: Joyce Oishi

DATE: October 7, 2010

FROM: Jim Allan

**SUBJECT: Sterling Street Substation, Bus Ramps and
Constructive Use**

The Sterling Street Substation was constructed as an electrical substation for the Key System trains that originally crossed the San Francisco Oakland-Bay Bridge from Oakland to the Transbay Terminal in San Francisco and was a vital component of the Bay Bridge. Although trains no longer run on the bridge, the building retains its original use as an electrical substation and its association with the historic bridge. The building possesses a high degree of integrity and is eligible for listing on the National Register of Historic Places (NRHP) as a contributing element of the Bay Bridge (HAER No. CA-228).

The Bay Bridge itself is listed on the National Register under criteria A (it is associated with events that have made a significant contribution to the broad patterns of our history) and C (it embodies the distinctive characteristics of a type, period or method of construction . . .). While the substation is a contributing component of the Bay Bridge and as such is eligible for listing, its eligibility is based on its functional relationship and spatial proximity to the bridge (rather than its architectural significance, environmental setting, etc.), neither of which would be affected by the construction of the proposed bus ramps.

A constructive use occurs when a project's proximity impacts are such that the features or attributes that qualify a resource for listing on the NRHP are substantially diminished (Caltrans SER Vol. 1, Chpt. 20). FHWA has also determined that a constructive use may occur when the proximity of a proposed project substantially impairs aesthetic features or attributes of an eligible resource, where such features or attributes are considered important contributing elements to the value of the resource (Caltrans SER Vol. 1, Chpt. 20). FHWA has also specifically determined that a constructive use does not occur when the combined proximity impacts do not substantially impair the characteristics that qualify the property for [listing in the NRHP] (Caltrans SER Vol. 1, Chpt. 20.).

Since the substation is included in the NRHP as a contributing element to the Bay Bridge, rather than on its specific history, aesthetic or architectural characteristics, or its setting, it does not possess important contributing elements to its eligibility that would be diminished by construction of the bus ramps, and therefore a constructive use would not occur.

WILLIAM SELF ASSOCIATES, Inc.

PO Box 2192, Orinda, CA 94563
(925) 253-9070 Fax: (925) 254-3553

**Final 7th Addendum to the
TRANSBAY JOINT POWERS AUTHORITY
TRANSBAY TERMINAL/CALTRAIN DOWNTOWN
EXTENSION/REDEVELOPMENT PROJECT
FINAL ENVIRONMENTAL IMPACT STATEMENT/REPORT**

FOR THE PROPOSED

**GOLDEN GATE TRANSIT
MID-DAY BUS PARKING FACILITY RELOCATION PROJECT**

State Clearinghouse No. 95063004

Prepared for

Golden Gate Bridge
Highway and Transportation District

Prepared by

AECOM®

May 2013

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B – NOISE / VIBRATION TECHNICAL STUDY MEMORANDUM

C – TRANSPORTATION / TRAFFIC TECHNICAL STUDY MEMORANDUM

1.0 INTRODUCTION

1.1 DOCUMENT ORGANIZATION

This Addendum is organized into five sections as follows:

Introduction: This section provides introductory information such as background and purpose, summary findings, the project title, and the lead agency for the proposed project.

Project Description: This section provides a detailed description of the project setting, related projects, and the proposed project, including project characteristics, project objectives, and environmental review requirements.

Addendum Checklist and Environmental Impact Analysis: This section contains the completed Addendum Checklist. Each environmental issue identified in the Addendum Checklist contains an assessment and discussion of impacts associated with each subject area. When the evaluation identifies potentially significant effects, as identified in the Checklist, mitigation measures are provided to reduce such impacts to less-than-significant levels.

References: This section provides data sources used in the review of environmental impacts and the conclusions reached in the Addendum.

List of Preparers: This section provides a list of GGBHTD personnel and other team members who participated in the preparation of the Addendum.

1.2 BACKGROUND AND PURPOSE

In April 2004, the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project (Transbay Program) Final Environmental Impact Statement/Environmental Impact Report (2004 FEIS/EIR) (SCH #95063004) was certified by the City and County of San Francisco, the Peninsula Corridor Joint Powers Board, and the San Francisco Redevelopment Agency. To date, the Transbay Terminal Joint Powers Authority, as lead agency for the Transbay Terminal portion of the project, has adopted six addenda to the original document. As used herein, "FEIS/EIR" includes all subsequently approved addenda.

This Seventh Addendum is being considered by the Golden Gate Bridge, Highway and Transportation District ("GGBHTD"), which is the lead agency for the development of the Mid-Day Bus Storage lot on the block bounded by Third, Fourth, Stillman and Perry Streets in San Francisco. Subsequent to certification of the 2004 FEIS /EIR, additional planning was initiated related to the details of the Mid-day Bus Parking Facility. This Addendum has been prepared pursuant to Section 15164 of the California Environmental Quality Act (CEQA) Guidelines (Title 14, California Code of Regulations, Section 15000 et seq.), which provides that the lead agency or responsible agency shall prepare an addendum to a previously certified environmental impact report (EIR) if some changes or additions are necessary but none of the changes or additions increase the level of environmental impacts to an extent requiring the preparation of a subsequent EIR (See CEQA Guideline 15162).

The replacement of the Transbay Terminal with the new Transbay Transit Center and the redevelopment of the surrounding area required that Golden Gate Transit relocate its previous San Francisco Mid-day Bus Parking

Facility—located on the block bounded by Main Street, Beale Street, Howard Street, and Folsom Street— to a new site. The proposed project site is located under the elevated portion of Interstate 80 (West Approach of the San Francisco-Oakland Bay Bridge) on the block bounded by Third Street, Fourth Street, Perry Street, and Stillman Street. Since the proposed project site could not be occupied until after the seismic retrofit of the West Approach was completed, Golden Gate Transit’s Mid-day Bus Parking Facility was temporarily relocated to the current location at Eighth Street and Harrison Street. The proposed project evaluated herein consists of moving the Golden Gate Transit Mid-day Bus Parking Facility from the temporary location at Eighth Street and Harrison Street to the project site. The use of the proposed project site was examined in the FEIS/EIR, but several changes and refinements to the project are proposed. The purpose of this document is to evaluate the potential impacts associated with the proposed changes and refinements to the bus lot component of the project studied in the FEIS/EIR. This Addendum provides an accurate and objective discussion of environmental effects of the changes to the proposed project and is intended to inform decision makers, agencies, and the public.

1.3 SUMMARY FINDINGS

This Seventh Addendum is focused on the environmental topics that could show a potential change in the level of impact under the revised proposed project, namely air quality, greenhouse gas (GHG) emissions, noise, and transportation and traffic. As a result of the analysis conducted in this Seventh Addendum, it has been determined that all of these potential impacts would be classified as Less Than Significant or No Impact. All potentially significant impacts associated with the bus storage lot were previously evaluated in the FEIS/EIR. The proposed refinements to the bus storage lot are similar to previous design components evaluated in the FEIS/EIR, and no new or substantially more severe significant impacts have been identified or are anticipated to be identified, nor would these elements substantially change the severity or significance of the environmental impacts disclosed in the FEIS/EIR.

Therefore, the modifications described in this Addendum would not require major revisions to the FEIS/EIR due to new or substantially increased significant environmental effects. Furthermore, there have been no substantial changes with respect to the circumstances under which these design refinements would be undertaken that would require major revisions of the FEIS/EIR due to new or substantially increased significant environmental effects; and there has been no discovery of new information of substantial importance that would trigger or require major revisions to the FEIS/EIR due to new or substantially increased significant environmental effects. Therefore, no subsequent or supplemental environmental impact reports are required pursuant to CEQA Guidelines Sections 15162.

1.4 PROJECT INFORMATION

Project Title: Golden Gate Transit Mid-day Bus Parking Facility Relocation

Project Location: Third Street and Perry Street in San Francisco, CA

Lead Agency: GGBHTD

Project Sponsor: GGBHTD

GGBHTD Contact Person: Daniel Ng, PE, Senior Civil Engineer (415) 923-2323

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2.0 PROJECT DESCRIPTION

2.1 PROJECT SETTING

2.1.1 Project Location

The existing Golden Gate Transit Mid-day Bus Parking Facility is currently located at Eighth Street and Harrison Street, at the southeast corner of the block generally bounded by Eighth Street, Ninth Street (specifically, Gordon Street), Folsom Street (specifically, Ringold Street), and Harrison Street.

The proposed Golden Gate Transit Mid-day Bus Parking Facility would be located on the block generally bounded by Third Street, Fourth Street, Perry Street, and Stillman Street.

2.1.2 Description of Project Site and Existing Land Uses

The project site is located on the block bounded by Third Street, Fourth Street, Perry Street, and Stillman Street, underneath the elevated Interstate 80 (I-80) freeway (West Approach of the San Francisco–Oakland Bay Bridge or West Approach). The site is paved and fenced and is currently being used for daily vehicle parking. The project site is illustrated in Figure 2-1.

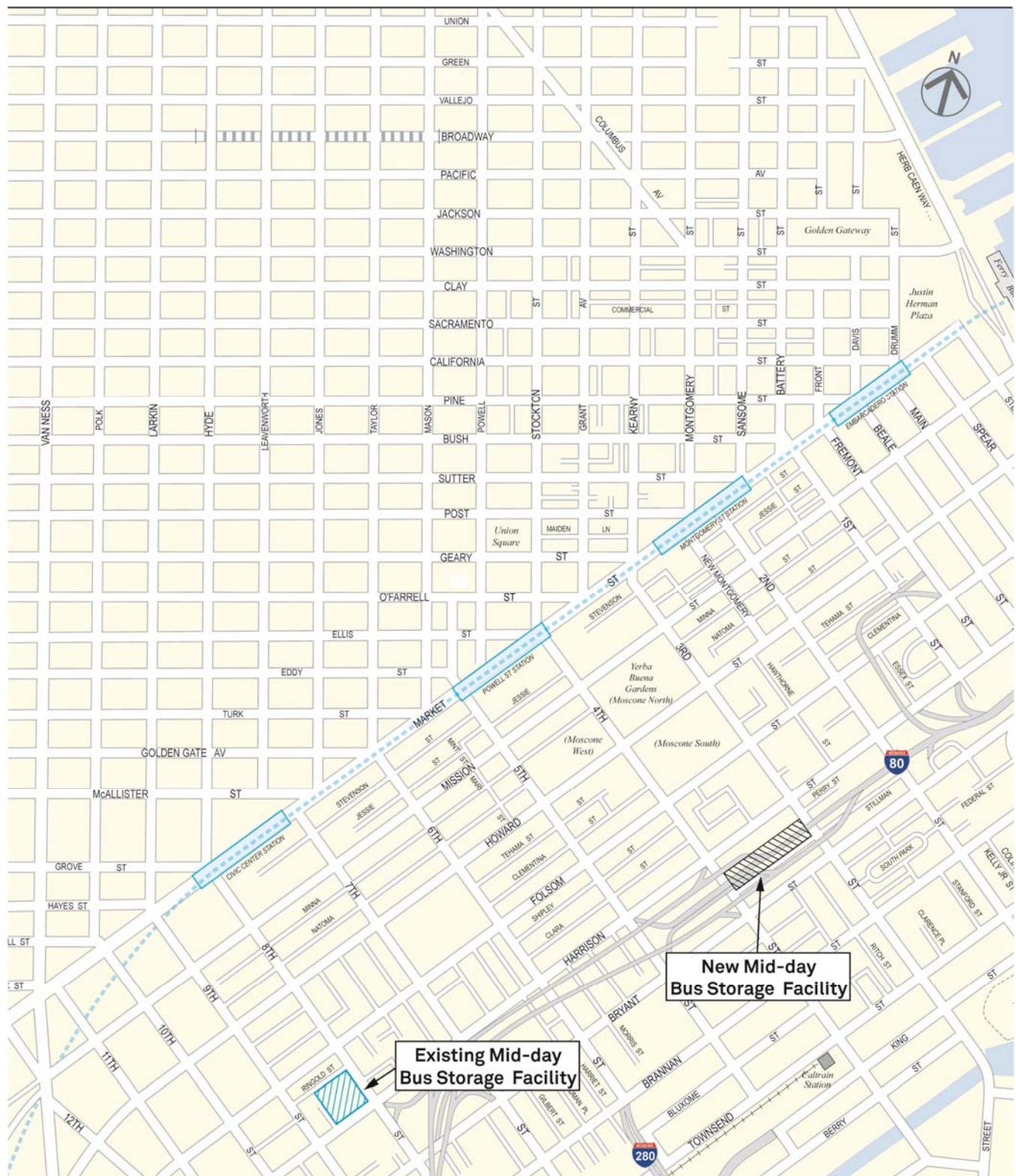
2.1.3 Description of the Surrounding Area

The project site is located within the South of Market (SoMa) area of Downtown San Francisco, and is bounded, in general, by major arterial roadways on all four sides (Third Street, Fourth Street, Harrison Street, and Bryant Street) that serve key roles in carrying traffic into and out of Downtown San Francisco and to and from nearby destination uses such as Caltrain’s San Francisco terminal at Fourth Street / King Street, AT&T Park, and the Mission Bay area. An all-access interchange to I-80 is provided in close proximity to the site on the block bounded by Fourth Street, Fifth Street, Harrison Street, and Bryant Street. The southern tunnel portal of the under-construction Central Subway will be located along Fourth Street between Perry Street and Stillman Street.

Land uses in the vicinity of the project site consist primarily of light industrial and residential uses, but also include office and retail uses. The project site is bounded by two one-way streets (one-way westbound Perry Street to the north and one-way eastbound Stillman Street to the south) that provide on-street parking, mid-block circulation for vehicles attempting to access Third Street or Fourth Street (a one-way couplet), and parking / loading facility access for abutting parcels.

2.2 PROJECT OBJECTIVES

GGBHTD owns, maintains, and operates all “Golden Gate Transit” bus services in San Francisco. Existing Golden Gate Transit operations in San Francisco consist of two types of services: “Basic Bus” services operate seven days a week, during both peak and off-peak periods, while “Commute Bus” services operate during weekday peak periods, inbound into Downtown San Francisco in the mornings and outbound from Downtown San Francisco towards Marin and Sonoma Counties in the evenings. Existing Golden Gate Transit service in San Francisco is summarized in Table 2-1.

Figure 2-1: Project Site

Source: AECOM, 2013.

Table 2-1: Golden Gate Transit Service in San Francisco

Routes	Scheduled Daily Trips			
	Weekday ^a		Weekend ^b	
	Inbound	Outbound	Inbound	Outbound
Basic Bus Services				
10 Strawberry – Marin City – Sausalito	13	14	11	11
70 Novato – San Rafael – Marin City	17	21	17	19
80 Santa Rosa – Rohnert Park – Cotati – Petaluma – Novato – San Rafael – Marin City	6	6	19	18
101 Santa Rosa – Rohnert Park – Cotati – Petaluma – Novato – San Rafael	14	17	9	10
101X Santa Rosa – Rohnert Park – Cotati – Petaluma	2	1		
Subtotal	52	59	56	58
Commute Bus Services				
2 Marin Headlands – Marin City (Drake Avenue & Cole Drive) – Sausalito	6	4		
4 East Blithedale & Tower – Mill Valley Depot – Tam Junction – Manzanita Park & Ride	21	22		
8 Tiburon – Belvedere – Strawberry	2	1		
18 College of Marin – Larkspur – Corte Madera	7	7		
24 Manor – Fairfax – San Anselmo – Ross – Kentfield – College of Marin – Greenbrae	15	13		
27 San Anselmo – San Rafael	9	5		
38 Terra Linda – Northgate Mall	4	4		
44 Marinwood – Lucas Valley – San Rafael Transit Center	2	2		
54 San Marin – Novato	12	13		
56 Novato – San Marin – San Marin Drive – Rowland Boulevard Park & Ride	5	6		
58 Novato – Rowland Boulevard Park & Ride – Ignacio – Hamilton	4	3		
72 Santa Rosa – Rohnert Park	8	8		
72X Santa Rosa – Rohnert Park	3	3		
74 Cotati – West Petaluma	6	5		
76 East Petaluma	5	5		
92 Marin City – Sausalito	8	6		
93 Golden Gate Bridge Toll Plaza	9	3		
97 Larkspur Ferry Terminal	1			
Subtotal	127	110		

Notes:

^a Mondays through Fridays, except holidays.^b Saturdays, Sundays, and holidays.

Source: GGBHTD, 2012a.

Basic Bus services (Routes 10, 70, 80, 101 and 101X) operate to and from Downtown San Francisco via Van Ness Avenue and Mission Street, with route alignment and stop locations in Downtown San Francisco as illustrated in Figure 2-2. In the inbound direction, all Basic Bus services travel eastbound along Mission Street to the Temporary Transbay Terminal (on the block bounded by Howard Street, Folsom Street, Main Street, and Beale Street) before turning onto westbound Howard Street towards the existing Mid-day Bus Parking Facility (located at Eighth Street and Harrison Street), with the exception of one weekday (i.e., Mondays through Fridays, except holidays) run and one weekend (i.e., Saturdays, Sundays, and holidays) run on Route 70, which continue south on Eighth Street past Mission Street directly to the current Mid-day Bus Parking Facility.

Commute Bus services can be classified into one of two different groups based on their general route to and from Downtown San Francisco:

- Via the Financial District (Routes 2, 4, 8, 18, 24, 27, 38, 44, 54, 56, 58, 72 / 72X, 74, 76, and 97); and,
- Via Civic Center (Routes 92 and 93).

All Financial District Commute Bus services travel along Doyle Drive, Richardson Avenue, Lombard Street, Van Ness Avenue, Beach Street / North Point Street, The Embarcadero, and Battery Street / Sansome Street. The exceptions are Route 97 and the first inbound trip on Route 27, which have the following route alignment east of Lombard Street: southbound Van Ness Avenue and eastbound Broadway Street to Battery Street and the Financial District. All Financial District Commute Bus services terminate at Eighth Street / Folsom Street in the inbound direction and begin at Seventh Street / Folsom Street in the outbound direction. Route alignment and stop locations are illustrated in Figure 2-3.

For Civic Center Commute Bus services, Route 92 travels along Doyle Drive, Park Presidio Boulevard, Geary Boulevard, Webster Street, and Golden Gate Avenue / McAllister Street, while Route 93 travels along Van Ness Avenue similar to the Basic Bus services, but without serving stops along Mission Street east of the Civic Center area. In other words, Route 92 and Route 93 share the same route in the Civic Center area, but Route 92 takes Park Presidio Boulevard, Geary Boulevard, Webster Street, and Golden Gate Avenue / McAllister Street to and from the Golden Gate Bridge, while Route 93 takes Doyle Drive, Richardson Avenue, Lombard Street, and Van Ness Avenue. All Civic Center Commute Bus services terminate at Eighth Street / Folsom Street in the inbound direction and begin at Seventh Street / Market Street in the outbound direction. Route alignment and stop locations are illustrated in Figure 2-4.

Golden Gate Transit's current Mid-day Bus Parking Facility (Division 4) is located on the block generally bounded by Eighth Street, Ninth Street (specifically, Gordon Street), Folsom Street (specifically, Ringold Street), and Harrison Street. The parking facility can accommodate approximately 150 buses, and is currently used by all of Golden Gate Transit's San Francisco services, seven days a week and 24 hours a day, although its primary function is to provide mid-day parking for Commute Bus services, eliminating the need to deadhead to and from Golden Gate Transit's other yards in San Rafael (Division 1), Novato (Division 2), and Santa Rosa (Division 3) after the weekday morning peak period and before the weekday evening peak period.

Figure 2-2: Existing Golden Gate Transit Routes (Basic Bus Services)

Source: AECOM, 2013.

Figure 2-3: Existing Golden Gate Transit Routes (Financial District Commute Bus Services)

Source: AECOM, 2013.

Figure 2-4: Existing Golden Gate Transit Routes (Civic Center Commute Bus Services)

Source: AECOM, 2013.

The replacement of the Transbay Terminal with the new Transbay Transit Center and the redevelopment of the surrounding area required that Golden Gate Transit relocate its previous San Francisco Mid-day Bus Parking Facility—located on the block bounded by Main Street, Beale Street, Howard Street, and Folsom Street—to a new site. The proposed project site is located under the elevated portion of Interstate 80 (West Approach of the San Francisco-Oakland Bay Bridge) on the block bounded by Third Street, Fourth Street, Perry Street, and Stillman Street. Since the proposed project site could not be occupied until after the seismic retrofit of the West Approach was completed, Golden Gate Transit's Mid-day Bus Parking Facility was temporarily relocated to the current location at Eighth Street and Harrison Street. The proposed project consists of moving the Golden Gate Transit Mid-day Bus Parking Facility from the temporary location at Eighth Street and Harrison Street to the project site.

Likewise, AC Transit, which originally stored its commuter buses on the elevated loop connecting the Transbay Terminal with I-80, would be provided with a separate Mid-day Bus Parking Facility on the opposite side of Third Street from Golden Gate Transit's Mid-day Bus Parking Facility. A dedicated bus ramp would be provided from the new AC Transit facility, connecting into the primary bus approach structure into the Transbay Transit Center, allowing AC Transit buses to directly access their platforms inside the Transbay Transit Center. A separate connector ramp was proposed in the *2004 FEIS / EIR* to connect this approach structure with the existing I-80 off-ramp touching down midblock at Fremont Street between Howard Street and Folsom Street, allowing Golden Gate Transit buses departing the new parking facility to use the AC Transit ramp to bypass surface streets to access Fremont Street.

The *2004 FEIS / EIR* evaluated mid-day bus parking facilities for Golden Gate Transit and AC Transit underneath the I-80 (West Approach) on the two blocks bounded by Perry Street, Stillman Street, Second Street, and Fourth Street. AC Transit would occupy the block between Second Street and Third Street, while Golden Gate Transit would occupy the block between Third Street and Fourth Street. As part of the proposed project, the bus storage functions currently performed for Golden Gate Transit's Commute Bus services by the current parking facility at Eighth Street / Harrison Street would be relocated to this new parking facility. The *2004 FEIS / EIR* estimated that this new parking facility would have the capacity to accommodate up to 140 buses and restricted use of the facility to weekdays only, between 7:00 AM and 7:00 PM. As a result, the facility would be used to support Commute Bus operations, which would only use the new ramp and ramp connector in the outbound direction (i.e., primarily during the weekday evening peak periods).

In addition to the new Mid-day Bus Parking Facility, the Transbay Transit Center project also involves construction of a new street-level passenger terminal (the "Transbay Transit Center Bus Plaza") for bus services on the block bounded by Minna Street, Natoma Street, Beale Street, and Fremont Street, serving primarily San Francisco Municipal Railway (Muni) and Golden Gate Transit services. This facility would provide a total of four platforms, three to be used by Muni bus services and one reserved for Golden Gate Transit bus services. This fourth platform would be used by Golden Gate Transit's Basic Bus services.

2.3 PROJECT CHARACTERISTICS

2.3.1 Proposed Uses and Service

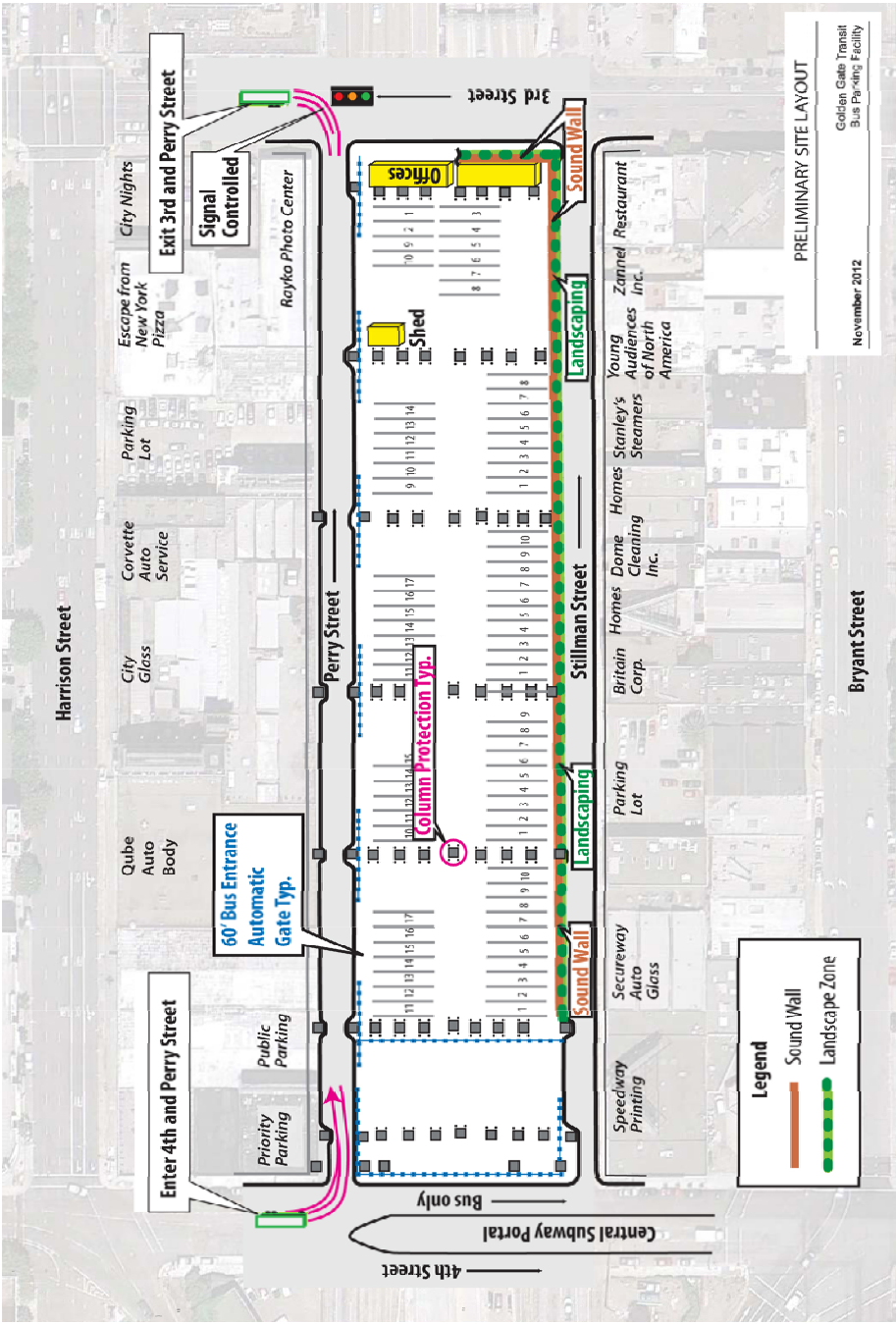
Since the publication of the *2004 FEIS / EIR*, the following changes to the proposed project have been identified:

- The District has determined that the capacity of the new facility, originally estimated at 140 buses, is actually substantially lower, due to the column reconfiguration implemented as part of the seismic retrofit of the Bay Bridge's west approach, the requirement to construct a sound wall on portions of the south and east sides of the site as shown in the *2004 FEIS / EIR*, and the limited ability to maneuver buses in the parking area and through the ingress and egress points. The anticipated capacity of the new facility is now estimated to be 73 buses, based on conceptual engineering drawings.
- The District has reconfigured the placement of the sound wall without narrowing the public right-of-way on Stillman Street, restricting bus ingress and egress to and from the new parking facility to Perry Street only.
- The District has proposed to have its weekday evening Commute Bus services depart the new parking facility using surface streets instead of the new dedicated ramp structures connecting the AC Transit Mid-day Bus Parking Facility with Fremont Street between Howard Street and Folsom Street. No changes are proposed to inbound Commute Bus services (the planned ramp structures were never designed to allow bus traffic from surface streets to directly enter the Mid-day Bus Parking Facility) or to Basic Bus services (these services would use the Transbay Transit Center Bus Plaza, and were never envisioned to use the planned ramp structures).
- The District has determined that the location of the signal at Third Street should be located at the intersection of Third Street / Perry Street and will include a midblock pedestrian crossing across Third Street on the south leg of the intersection.
- The District has determined that the removal of all on-street metered parking spaces along the reconfigured eastbound Perry Street is necessary due to curb modifications to enable bus ingress and egress.

The realignment of outbound Commute Bus routes onto surface streets—as opposed to grade-separated ramps—requires an evaluation of the effect of additional bus traffic to intersections not originally analyzed in the *2004 FEIS / EIR*. This proposed realignment of Golden Gate Transit's Commute Bus services onto surface streets is hereafter referred to as the “proposed project”.

The project site plan, illustrating the conceptual engineering design for the Mid-day Bus Parking Facility, is illustrated in Figure 2-5.

Figure 2-5: Project Site Plan



Source: URS, 2012.

2.3.2 Proposed Weekday PM Bus Pull-Outs

As described previously, the proposed project involves the realignment of Golden Gate Transit's Commute Bus services departing the new Mid-day Bus Parking Facility during the weekday PM peak period onto surface streets.

Information on weekday PM peak period Commute Bus pull-outs from the existing Mid-day Bus Parking Facility was obtained from GGBHTD, and is summarized in Table 2-2 for 15-minute increments. As shown in Table 2-2, the maximum number of pull-outs during any four consecutive 15-minute periods is 42 trips.

Table 2-2: Weekday PM Peak Period Commute Bus Pull-Outs

Time Period	Pull-Outs	Running Hourly Total
16:01 – 16:15	9	
16:16 – 16:30	12	
16:31 – 16:45	6	
16:46 – 17:00	15	42
17:01 – 17:15	9	42
17:16 – 17:30	11	41
17:31 – 17:45	4	39
17:46 – 18:00	7	31

Source: GGBHTD, 2012b.

2.3.3 Proposed Route Realignment

The relocation of Golden Gate Transit's Mid-day Bus Parking Facility, together with the realignment of Commute Bus services onto surface streets, would necessitate changes to Commute Bus routes and stops through the SOMA area. In particular, route segments along Howard Street and Folsom Street west of Fourth Street would be discontinued, together with the existing Golden Gate Transit stop at Fourth Street / Howard Street. New Commute Bus stops would be established in the inbound direction at Fourth Street / Folsom Street (a far-side stop shared with an existing Muni stop) and Third Street / Harrison Street (a new far-side stop). The changes to bus routes and stops are illustrated in Figures 2-6, 2-7, and 2-8.

2.4 DISCRETIONARY ACTION AND APPROVALS

GGBHTD is the lead agency for this Addendum, which will be used as a decision-making tool to take action on the proposed project. GGBHTD is responsible for approval and implementation of the proposed project.

Other regulatory agencies and local jurisdictions that may require discretionary approvals in order to operate the proposed project include the San Francisco Municipal Transportation Agency (SFMTA).

Figure 2-6: Changes to Golden Gate Transit Routes (Basic Bus Services)

Source: AECOM, 2013.

Figure 2-7: Changes to Golden Gate Transit Routes (Financial District Commute Bus Services)

Source: AECOM, 2013.

Figure 2-8: Changes to Golden Gate Transit Routes (Civic Center Commute Bus Services)

Source: AECOM, 2013.

2.5 CUMULATIVE PROJECTS

Section 15063(b) of the State CEQA Guidelines states that a CEQA analysis must consider the environmental effects of a proposed project individually, as well as cumulative impacts to which the project may contribute. Cumulative impacts are two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts of the proposed project (State CEQA Guidelines Section 15355). Cumulative impacts are analyzed by considering a list of past, present, and probable future projects that may result in direct or cumulative impacts.

The cumulative impacts including past, proposed (i.e., those projects with pending applications), recently approved, under construction, or reasonably foreseeable projects considered in combination with the proposed project are evaluated in this Addendum, and are addressed in Section 3.0, Addendum Checklist and Environmental Impact Analysis.

There are several projects considered in conjunction with the proposed project in the cumulative impact analyses:

- *Transbay Terminal / Caltrain Downtown Extension / Redevelopment Project*: This project involves the demolition of the Transbay Terminal and replacement with a new multi-modal transit hub integrating local, regional, and intercity bus services (Muni, SamTrans, AC Transit, WestCAT, Golden Gate Transit, and Greyhound); Caltrain's Downtown Extension from its current terminus at Fourth Street / King Street; and intercity high-speed rail. In addition, this project also includes a major land use component (the "Transbay Redevelopment Project") in the redevelopment of multiple parcels along the alignment of the elevated loop originally connecting the Transbay Terminal with I-80, used by AC Transit, WestCat, Greyhound, and Muni before the demolition of the terminal building, as well as associated roadway and streetscape changes described under the Transbay Streetscape and Open Space Plan. The new terminal is scheduled to be completed in 2017.
- *Transit Center District Plan and Transit Tower*: This project involves zoning changes (including changes to land use, height, bulk, and density), roadway and streetscape changes (including new transit-only lanes, new traffic signals, lane reductions, two-way conversions, new crosswalks and bulb-outs, new bicycle lanes, changes to on-street parking and loading, and other features), and changes to off-street parking requirements in the immediate vicinity surrounding the Transbay Transit Center. This project also involves construction of the Transit Tower, a mixed-use skyscraper adjacent to the new Transbay Transit Center, as well as zoning changes specifically designed to address proposed developments at the following "opportunity sites":
 - 41 Tehama Street (Block 3736, Lots 074-078A);
 - 181 Fremont Street (Block 3719, Lots 010-011);
 - 50 First Street (Block 3708, Lots 006-007, 009-012, 055);
 - 350 Mission Street (Block 3710, Lot 017);
 - 201 Second Street (Block 3736, Lots 094-098);
 - Parcel F (560 Howard Street) (Block 3721, Lot 015A);
 - Transit Tower (Parcel T) (Block 3720, Lot 001);
 - Golden Gate University (536 Mission Street) (Block 3708, Lot 098);
 - 222 Second Street (Block 3735, Lot 063);
 - Palace Hotel (2 New Montgomery Street) (Block 3707, Lot 052 (southwest corner));

- 524 Howard Street (Block 3721, Lots 013-015);
- 543 Howard Street (Block 3736, Lot 111);
- Parcel M (201 Mission Street) (Block 3718, Lot 027 (northern portion));
- Marine Firemen's Union (240 Second Street) (Block 3735, Lot 055);
- 176 Second Street (Block 3722, Lot 017);
- 661-667 Howard Street (Block 3735, Lots 039-040); and,
- 648-660 Howard Street (Block 3722, Lots 011-012, 014, 023-024, 026).

The San Francisco Planning Commission certified the Final Environmental Impact Report and adopted the Transit Center District Plan in May 2012.

Other relevant projects currently moving through environmental review under CEQA include the following:

- *San Francisco Bicycle Plan*: This project describes a package of citywide bikeway improvements, several of which have already been implemented. Two projects—the Second Street Bicycle Lanes Project (Modified Option 1) and the Howard Street Bicycle Lane Project—are located in the vicinity of the project site and were therefore accounted for in the cumulative analysis.
- *Rincon Hill Streetscape Master Plan*: This project would extend two-way traffic along Folsom Street from Main Street to Fremont Street and along Spear Street from Folsom Street to Harrison Street. Portions of the two-way conversion along Folsom Street have already been partially completed under roadway changes initiated under the Temporary Transbay Terminal, but the two-way conversion along Spear Street has yet to be implemented.
- *Transit Effectiveness Project*: This project would institute a series of substantial changes to Muni's service to streamline operations, including changes to frequencies, service hours, route alignments, and vehicle capacities. Some elements of the project have already been completed independently, but the bulk of the recommended capital investments, such as new overhead lines, have yet to be implemented.
- *Central Subway*: This project would extend Muni's T Third Street light rail line from Fourth Street / King Street into Union Square and Chinatown. Construction is already underway, and the new extension is expected to open for revenue service in 2019.
- *Expanded Water Emergency Transportation Authority (WETA) ferry service on San Francisco Bay*: This project involves an expansion of San Francisco Bay ferry services and would involve new routes connecting San Francisco with points in the South Bay and East Bay. Some routes have recently been implemented, but the bulk of the service expansion has yet to be implemented.

As the cumulative analysis is based primarily on work conducted for the *Transit Center District Plan and Transit Tower Draft Environmental Impact Report* Planning Department Case Number 2007.0558E and 2008.0789E and SCH #2008072073), which used the San Francisco County Transportation Authority (SFCTA) travel demand model to generate cumulative traffic and transit ridership forecasts, any development growth contained in the model is also assumed in the cumulative analysis for the proposed project. This includes general background growth in the City and region, as well as growth attributable to specific projects such as the *Market / Octavia Better Neighborhoods Plan* and *Treasure Island Redevelopment Plan*.

3.0 ADDENDUM CHECKLIST AND ENVIRONMENTAL IMPACT ANALYSIS

The environmental factors checked below (☒) would be potentially affected by this project and were, therefore, analyzed as part of this Addendum on the following pages.

<input type="checkbox"/>	Aesthetics	<input checked="" type="checkbox"/>	Greenhouse Gas Emissions	<input type="checkbox"/>	Population/Housing
<input type="checkbox"/>	Agriculture and Forestry Resources	<input type="checkbox"/>	Hazards and Hazardous Materials	<input type="checkbox"/>	Public Services
<input checked="" type="checkbox"/>	Air Quality	<input type="checkbox"/>	Hydrology and Water Quality	<input type="checkbox"/>	Recreation
<input type="checkbox"/>	Biological Resources	<input type="checkbox"/>	Land Use/Planning	<input checked="" type="checkbox"/>	Transportation/Traffic
<input type="checkbox"/>	Cultural Resources	<input type="checkbox"/>	Mineral Resources	<input type="checkbox"/>	Utilities/Service Systems
<input type="checkbox"/>	Geology/Soils	<input checked="" type="checkbox"/>	Noise	<input type="checkbox"/>	Mandatory Findings of Significance

EVALUATION OF ENVIRONMENTAL IMPACTS

3.1 AIR QUALITY

Issue	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Existing Conditions

Criteria Air Pollutant Emissions

The federal and the State governments have established National Ambient Air Quality Standards (NAAQS) and California Ambient Air Quality Standards (CAAQS) respectively for six criteria pollutants: ground-level ozone, carbon monoxide (CO), nitrogen dioxide (NO₂), sulfur dioxide (SO₂), particulate matter (PM), and lead. Ozone is considered a regional pollutant, since ozone impacts air quality on a regional scale (BAAQMD, 1999). Carbon monoxide tends to accumulate in the air locally, forming CO “hotspots” (BAAQMD, 1999). PM is considered both a localized pollutant and a regional pollutant. Most of the criteria pollutants are directly emitted, but ground-level ozone—also known as smog—is a secondary pollutant produced by the photochemical reaction of sunlight with volatile organic compounds, including non-methane organic gases (NMOG) and oxides of nitrogen (NO_x) that have been released into the atmosphere from the combustion of fossil fuels.

The primary pollutants of concern within the San Francisco Bay Area Air Basin (SFBAAB) are ozone and particulate matter with a diameter of 10 microns or less (PM₁₀), as well as “fine” particulate matter with a diameter of 2.5 microns or less (PM_{2.5}). This is because the SFBAAB is currently classified as non-attainment for the California one-hour and eight-hour ozone standards and also the national eight-hour ozone standard. The SFBAAB is also in non-attainment for the California annual arithmetic mean and 24-hour standards for PM₁₀ as well as the California annual arithmetic mean and national 24-hour standards for PM_{2.5}. Emissions and ambient concentrations of CO have decreased dramatically in the SFBAAB with the introduction of the catalytic converter in 1975. No exceedances of the CAAQS or NAAQS for CO have been recorded at nearby monitoring stations since 1991. SFBAAB is currently designated as an attainment area for the CAAQS and NAAQS for CO; however, elevated localized concentrations of CO still warrant consideration in the environmental review process. Occurrences of localized CO concentrations (hotspots), are often associated with heavy traffic congestion, which most frequently occur at signalized intersections of high-volume roadways (BAAQMD, 2012).

Toxic Air Contaminants

Some air pollutants are identified as toxic air contaminants (TACs) because of their potential to increase the risk of developing cancer or because of their acute or chronic health risks due to long-term exposure. Individual TACs vary greatly in the health risk they present. For TACs that cause cancer, a unit risk factor can be developed to evaluate cancer risk. For non-cancer health risks, a similar factor called a hazard index (HI) is used to evaluate risk. The HI is calculated by summing the hazard quotients for substances that affect the same target organ or organ system (e.g., respiratory system). The hazard quotient is the ratio of potential exposure to the substance and the level at which no adverse health effects are expected. An HI of less than one indicates no adverse health effects are expected because of exposure and an HI greater than 1 indicates adverse health effects are possible.

Regulatory Framework

Clean Air Act

The federal Clean Air Act (CAA), originally enacted in 1963 and amended several times thereafter (including the 1990 amendments), establishes the current framework for air pollution control in the United States. The CAA directs the U.S. Environmental Protection Agency (EPA) to establish ambient air standards for six pollutants: ozone, CO, lead, NO₂, PM, and SO₂. The standards are divided into primary and secondary standards; the former are set to protect human health within an adequate margin of safety and the latter to protect environmental values, such as plant and animal life.

Currently, the primary legislation that governs federal air quality regulations is the Clean Air Act Amendments of 1990 (CAAA). The CAAA delegates primary responsibility for clean air to EPA. EPA develops rules and regulations to preserve and improve air quality, as well as delegating specific responsibilities to state and local agencies.

The CAA requires states to submit a state implementation plan (SIP) for areas in nonattainment for federal standards. The SIP, which is reviewed and approved by EPA, must demonstrate how the federal standards will be achieved. Failing to submit a plan or secure approval could lead to denial of federal funding. In cases where the SIP is submitted by the state but fails to demonstrate achievement of the standards, EPA is directed to prepare a federal implementation plan for that state.

Ozone Attainment Plan

The Bay Area Air Quality Management District (BAAQMD) and California Air Resources Board (CARB) have been working with EPA to develop plans and approaches to address air quality issues in the SFAAB. These efforts have resulted in the 2001 Ozone Attainment Plan, which is the SFBAAB's portion of California's SIP to achieve the national ozone standard. On April 15, 2004, EPA identified areas that did not meet the national eight-hour ozone standard. The Bay Area was designated as a non-attainment area for the 8-hour ozone standard, and was classified as "marginal" based on the five classes of non-attainment areas for ozone, ranging (low to high) from marginal to extreme.

California Ambient Air Quality Standards

CARB and local air districts are tasked with the responsibility for achieving the California Ambient Air Quality Standards (CAAQS), which are more stringent than the national ambient air quality standards, through district-level air quality management plans that will be incorporated into the SIP. In California, EPA has delegated authority to prepare SIPs to CARB, which, in turn, has delegated that authority to individual air districts (for San Francisco, the BAAQMD).

CARB establishes CAAQS, maintains oversight authority in air quality planning, develops programs for reducing emissions from motor vehicles, develops air emission inventories, collects air quality and meteorological data, and approves SIPs.

Responsibilities of air districts include overseeing stationary source emissions, approving permits, maintaining emissions inventories, maintaining air quality stations, overseeing agricultural burning permits, and reviewing air quality-related sections of CEQA environmental review documents .

California Clean Air Act

The California Clean Air Act of 1988 (CCAA) substantially added to the authority and responsibilities of air districts. The CCAA designates air districts as lead air quality planning agencies, requires air districts to prepare air quality plans, and grants air districts authority to implement transportation control measures. The CCAA focuses on attainment of the state ambient air quality standards, which are generally more stringent than the comparable federal standards.

The CCAA requires designation of attainment and non-attainment areas with respect to CAAQS. The CCAA also requires that local and regional air districts expeditiously adopt and prepare an air quality attainment plan if the district violates CAAQS for CO, SO₂, NO₂, or ozone. These clean air plans are specifically designed to attain these standards and must be designed to achieve an annual five (5) percent reduction in district-wide emissions of each nonattainment pollutant or its precursors. Where an air district is unable to achieve a five (5) percent annual reduction, the adoption of “all feasible measures” on an expeditious schedule is acceptable as an alternative strategy (Health and Safety Code Section 40914[b][2]). No locally prepared attainment plans are required for areas that violate the state PM₁₀ standards.

The CCAA requires that the State air quality standards be met as expeditiously as practicable but, unlike the federal CAA, does not set precise attainment deadlines. Instead, for areas that will require more time to achieve the standards the CCAA established increasingly stringent requirements. Currently, the SFBAAB is in non-attainment for the California one-hour and eight-hour ozone standards. The SFBAAB is also in non-attainment for the California annual arithmetic mean and 24-hour standards for PM₁₀, as well as the California annual arithmetic mean standard for PM_{2.5}.

California Air Resources Board Fleet Rule for Transit Agencies

The Transit Fleet Vehicle and Urban Bus Requirements under the Fleet Rule for Transit Agencies, Title 13 California Code of Regulations, Section 2023 first went into effect in 2000. The Fleet Rule for Transit Agencies is CARB's effort to reduce both criteria pollutant emissions and exposure to TACs from urban buses and transit fleet vehicles. The requirements for urban buses differ from the requirements for transit fleet vehicles. The regulation affects both public transit operators and heavy-duty engine manufacturers. Transit agencies must annually report detailed information on their fleets to CARB and meet increasingly stringent fleet average emission requirements for both PM and NO_x through phase-in years. The reductions in fleet average emissions can be obtained through the use of alternative fuels (e.g. compressed natural gas, propane, ethanol, methanol, gasoline (when used in hybrid electric buses), hydrogen, electricity, fuel cells, or advanced technologies that do not rely on diesel fuel) and / or through the installment of engine retrofits (e.g. diesel particulate filters), engine repowers, or vehicle replacements (CARB, 2013).

Bay Area 2010 Clean Air Plan

BAAQMD adopted the Bay Area 2010 Clean Air Plan in cooperation with the Metropolitan Transportation Commission (MTC) and the Association of Bay Area Governments (ABAG) to set forth a plan to achieve compliance with the state one-hour air quality standard for ozone as expeditiously as practicable. A clean air plan is a comprehensive strategy to reduce air pollution from both stationary sources, such as factories and refineries, and mobile sources, such as cars, trucks, ships, diesel locomotives, and construction equipment. The goal of a clean air plan is to reduce air pollution in order to attain air quality standards and protect public health. The plan outlines strategies to reduce ozone precursors, as well as PM, TACs, and GHG emissions, in order to improve public health and protect the environment and climate.

BAAQMD CEQA Guidelines

The purpose of the BAAQMD *CEQA Air Quality Guidelines* is to assist lead agencies in evaluating air quality impacts of projects and plans proposed in the SFBAAB. Land development plans and projects have the potential to generate harmful air pollutants that degrade air quality and increase local exposure. The *CEQA Air Quality Guidelines* contain instructions on how to evaluate, measure, and mitigate air quality impacts generated from land development, construction, and operation activities, focusing on criteria air pollutant, GHG, TAC, and odor emissions generated from plans or projects.

The BAAQMD *CEQA Air Quality Guidelines* is an advisory document that provides lead agencies, consultants, and project applicants with uniform procedures for addressing air quality in environmental documents. In May 2010, BAAQMD updated its CEQA Guidelines with new quantitative thresholds for construction and operational-related criteria air pollutants and precursors, TACs, and GHGs. However, in March 2012, the Alameda County Superior Court issued a judgment finding that the changes to the BAAQMD *CEQA Air Quality Guidelines* qualify as a project under CEQA and that BAAQMD has not complied with CEQA as part of the adoption process. Therefore, at the time of this writing, BAAQMD is not recommending use of the updated 2010 *CEQA Air Quality Guidelines* thresholds to evaluate air quality impacts. As a result, the thresholds of significance in the BAAQMD's 1999 *CEQA Guidelines* must be relied upon to determine the significance of the proposed project's air quality impacts in the interim.

Impact Discussion

3.1a. Less-Than-Significant Impact. A significant impact may occur if the project is not consistent with the applicable air quality management plan (AQMP) or would in some way represent a substantial hindrance to employing the policies or obtaining the goals of that plan.

The 2010 Clean Air Plan developed by BAAQMD is a roadmap showing how the region will continue to make progress toward meeting the California one-hour ozone standard as expeditiously as practicable, and how the region will reduce transport of ozone and ozone precursors to neighboring air basins (BAAQMD, 2010).

The proposed project involves the modification of existing bus routes and the relocation and operation of an existing bus lot that would result in a decrease of total criteria air pollutant emissions, including ozone precursors NO_x and reactive organic gases (ROG). This is because the length of the existing Commute Bus and Basic Bus services would actually be reduced and several bus stops would be removed, thus reducing bus engine running

time and idling time, respectively. Therefore, the proposed project would reduce mobile source emissions in the region while continuing to provide public transit services for commuters, which would comply with BAAQMD's core goals to reduce mobile source emissions. By continuing the operation of Commute Bus and Basic Bus services, commuters would still have the option of deferring a single-occupancy vehicle commute and shifting to public transit. These actions would reduce ozone precursor emissions along with other criteria air pollutants associated with vehicle emissions (e.g., carbon monoxide, PM₁₀, PM_{2.5}). By complying with BAAQMD's rules and regulations regarding ozone precursor emissions, the proposed project would be compliant with the *2010 Clean Air Plan*.

To address reductions of PM, on November 16, 2005 the BAAQMD adopted the Particulate Matter Implementation Schedule in compliance with Senate Bill (SB) 656, which is meant to reduce public exposure to PM₁₀ and fine particulate matter (PM_{2.5}), as well as to make progress towards attainment standards. As stated in the above paragraph, the proposed project would result in a reduction of criteria pollutants, including PM emissions, and would thus be compliant with the Particulate Matter Implementation Schedule. Reducing the number of bus routes and the number of transit stops would help reduce regional PM emissions resulting from running emissions and exhaust emissions, respectively. Thus, the proposed project would also contribute to BAAQMD's plans to reduce regional PM emissions.

Considering the information discussed above for ozone precursors and PM emissions, implementation of the proposed project would not conflict with an applicable air quality plan and thus would have a less than significant impact for this criterion. See Section 3.1b for a quantitative comparison of emissions from the baseline and proposed project.

3.1b. Less-Than-Significant Impact. A project may have a significant impact if project-related emissions would exceed federal, State, or regional standards or thresholds, or if project-related emissions would substantially contribute to an existing or projected air quality violation. As described earlier, BAAQMD is not currently recommending use of the updated 2010 *CEQA Air Quality Guidelines* thresholds to evaluate air quality impacts. As a result, the thresholds of significance in the 1999 *CEQA Guidelines* must be relied upon to determine the significance of the proposed project's air quality impacts in the interim.

It is important to note that Golden Gate Transit's existing bus services already generate some level of emissions. As the Proposed Project involves the relocation of the Mid-day Bus Parking Facility and associated reroutes to bus services, the air quality and GHG emissions analysis focuses on the geographical area where the bus routes will change. These route changes would be confined to several streets in the South of Market (SoMa) District of San Francisco, and can be captured by defining an analysis area bounded by Market Street to the north, Stillman Street to the south, Main Street to the east, and Ninth Street to the west. Figures 2-4a – 2-4c provide maps capturing the existing and new routes in this area.

Since the bus routes outside of this area will remain the same, only the existing and future vehicle-miles traveled (VMT) from the bus routes within this zone need to be evaluated to determine if the proposed project's air quality emissions are a significant impact. Table 3-1 provides the existing and proposed VMT for Commute Bus and Basic Bus services, based on the existing Golden Gate Transit service in San Francisco (Table 2-1) and approximate route distances estimated using aerial images of the analysis area. Table 3-2 shows the resulting net change in daily and annual criteria pollutant emissions as a result of the proposed project.

Table 3-1: Route Distances within Analysis Area

Route	Route Distance within Analysis Area (mi) ^a			
	Existing		Proposed	
	Inbound	Outbound	Inbound	Outbound
Basic Bus Services				
Via Mission	3.20	3.35	1.55	1.30
Direct to facility ^b	0.50		1.55	1.30
Commute Bus Services				
Financial District routes	1.70	2.00	1.15	1.05
Civic Center routes	1.20	0.90	1.25	1.30

Notes:

^a Distances rounded to the nearest 0.05 miles.^b Currently, one inbound run on Route 70 each day skips all Mission Street stops and heads directly to the existing Mid-day Bus Parking Facility after crossing Market Street via Eighth Street. With the Proposed Project, this inbound run would be rerouted to serve the Mission Street stops and the new Transbay Transit Center Bus Plaza along the same route as the other Basic Bus services.

Source: AECOM, 2013a.

Table 3-2: Net Change in Criteria Pollutant Emissions

Emissions Source	Net Change in Criteria Pollutant Emissions					Percentage Change
	Absolute Change (lbs / day or tons / year)					
	ROG	CO	NO _x	PM ₁₀	PM _{2.5}	
Daily Emissions						
Basic Bus Services	(0.39)	(1.43)	(4.62)	(0.10)	(0.09)	(57%)
Commute Bus Services	(0.32)	(1.20)	(3.86)	(0.08)	(0.08)	(37%)
Total	(1.27)	(4.71)	(15.19)	(0.32)	(0.30)	(46%)
Annual Emissions						
Basic Bus Services	(0.07)	(0.26)	(0.84)	(0.02)	(0.04)	(57%)
Commute Bus Services	(0.04)	(0.16)	(0.50)	(0.01)	(0.02)	(37%)
Total	(0.21)	(0.80)	(2.57)	(0.05)	(0.06)	(47%)

Source: AECOM, 2013a.

As shown in Table 3-2, the VMT reductions associated with the project are expected to reduce total daily and annual emissions of criteria pollutants related to bus travel within the SoMa District by approximately 50 percent for each criteria pollutant.

In addition to reduced bus VMT, a total of five bus stops would also be removed due to the bus rerouting for the relocation of the bus storage lot. The removal of these bus stops would further decrease air emissions beyond the values summarized in Table 3-2 by reducing the amount of deceleration, acceleration, and idling activities associated with serving bus stops, activities that typically result in higher emission rates compared with same-speed travel.

3.1c. Less-Than-Significant Impact. A project found to individually have significant air impacts would also be considered to have significant cumulative impacts.

As discussed in Section 3.1b and shown in Table 3-2, project implementation would not result in long-term operational ROG, CO, NO_x, PM₁₀, or PM_{2.5} emissions that would result in or contribute substantially to an air quality violation. Operational emissions from the proposed project would actually be reduced from the baseline operational scenario and would not be considered significant under BAAQMD thresholds, and, therefore, impacts would be less than significant on a project-level basis.

In addition, for any project that does not individually have significant operational air quality impacts, the determination of a significant cumulative impact should be based on an evaluation of the consistency of the project with the local general plan and of the general plan with the regional air quality plan. As noted above under Section 3.1a, the proposed project would be consistent with local air quality planning efforts and would not require an amendment to the existing *San Francisco General Plan*. As such, the project's long-term operational activities and emissions would be considered consistent with local planning efforts and less than significant on a project-level, and thus would not be cumulatively considerable.

3.1d. Less-Than-Significant Impact. A significant impact may occur where a project would generate substantial pollutant concentrations that would adversely affect sensitive receptors.

The most recent air quality analysis for the project—the Supplemental Air Quality Impact Analysis performed for the *2004 FEIS / EIR*—concluded that the relocation would not result in a substantial adverse change in concentrations of CO, NO_x, sulfur oxides (SO_x), or PM₁₀ (Terry A. Hayes Associates, 2003). The proposed project would involve the use of diesel transit buses that were already in operation when the last air quality impact analysis was performed. Since the Supplemental Air Quality Impact Analysis was performed, however, CARB's Fleet Rule for Transit Agencies has imposed more stringent PM and NO_x standards for transit and urban bus fleets, including the buses operated by GGBHTD (CARB, 2013). As a result of these lowered fleet averages for PM and NO_x, the expected pollutant concentrations associated with the proposed project are expected to be reduced further beyond what was reported in the Supplemental Air Quality Impact Analysis for the *2004 FEIS / EIR*.

The overall changes to the bus routes proposed by the project would be minor and would actually reduce the total bus VMT within the SoMa District. For each individual route, the total distance would be equal or less to the current distance, and the new routes would generally be realigned only a few blocks away from their current routes. Nevertheless, an evaluation of the new routes was performed to determine if sensitive receptors (e.g. residential areas, parks, schools or senior centers, etc.) are located along those new routes.

The re-route for Basic Bus services reduces a substantial amount of its route from the SOMA District, as illustrated in Figure 2-6. There is only a small addition to the route where buses would turn right from southbound Beale Street to serve the new Transbay Transit Center Bus Plaza and then make a right onto northbound Fremont Street, where the buses would rejoin the existing route. No nearby sensitive receptors were found along the added route segment.

Likewise, routes for Financial District and Civic Center Commute Bus services would also shrink substantially. For Financial District Commute Bus services, there is only a small addition to the route where buses would turn left onto southbound Fourth Street and then travel approximately two and one-half blocks to make a left onto Perry Street and into the new Mid-day Bus Parking Facility, as illustrated in Figure 2-7. The buses would then exit onto northbound Third Street, traveling approximately one and one-half blocks before turning right onto eastbound Folsom Street to rejoin the existing route alignment. An existing day care center was identified at the corner of Fourth Street and Folsom Street, but subsequent research indicates that this center was established in 1970. The center is situated only one-and-a-half blocks from the existing route for Golden Gate Transit buses, but no indication of health risk was mentioned in the original addendum to the 2004 FEIS / EIR.

The Civic Center Commute Bus services are the only services expected to see an expansion in geographical scope, as indicated in Figure 2-8. The new route segments proposed for these services are already part of existing routes for both Basic Bus and Financial District Commute Bus services. Because of this route overlap, there would be no new exposure of TAC or PM_{2.5} emissions to receptors.

These observations of reductions in total bus VMT and overlapping route segments between the existing and proposed routes show that the proposed project will either maintain or reduce the pollutant concentration exposure for sensitive receptors, indicating a less-than-significant impact for local community risk and hazard impacts.

Although the updated significance thresholds in the 2010 BAAQMD *CEQA Air Quality Guidelines* cannot be directly used in determinations regarding the significance of an individual project's air quality impacts, the CO screening methodology provides a conservative indication of whether the implementation of the proposed project would result in CO emissions that exceed the significance thresholds.

According to the 2010 *CEQA Air Quality Guidelines*, the proposed project would result in a less-than-significant impact to localized CO concentrations if the following screening criteria are met:

1. The proposed project is consistent with an applicable congestion management program established by the county congestion management agency for designated roads or highways, regional transportation plan, and local congestion management agency plans.
2. The project traffic would not increase traffic volumes at affected intersections to more than 44,000 vehicles per hour.
3. The project traffic would not increase traffic volumes at affected intersections to more than 24,000 vehicles per hour where vertical and/or horizontal mixing is substantially limited (e.g., tunnel, parking garage, bridge underpass, natural or urban street canyon, below-grade roadway).

For Screening Criteria 1, the proposed project is consistent with the 2011 *Congestion Management Program* established by the San Francisco County Transportation Authority (SFCTA, 2011). For Screening Criteria 2 and Screening Criteria 3, Existing plus Project Conditions traffic volumes at the three affected intersections would remain well below the indicated volume thresholds in the BAAQMD CO screening methodology. Thus, the proposed project would not result in operational conditions that could generate an exceedance of the CO CAAQS or NAAQS. More information on the traffic study can be found in Section 3.4.

3.1e. Less-Than-Significant Impact. A significant impact could occur if construction or operation of the proposed project would generate objectionable odors that would adversely affect sensitive receptors.

The occurrence and severity of odor impacts depends on numerous factors, including the nature, frequency, and intensity of the source; wind speed and direction; and the presence of sensitive receptors. Although offensive odors rarely cause any physical harm, they can be unpleasant and a nuisance, leading to citizen complaints.

The proposed project would involve the use of diesel transit buses that were already in operation when the most recent air quality impact analysis was performed (for the 2004 FEIS / EIR). The continued operation of these buses would not result in an increase in generation of any odors because total emissions and operational time from the proposed project would decrease from baseline conditions. In addition, there is an overlap in the existing and proposed routes through the SoMa District, such that buses would not travel and generate potential odors in new areas that would result in exposure to new receptors. Thus, project implementation would not create objectionable odors affecting a substantial number of people and the project would have a less-than-significant impact related to odor generation.

3.2 GREENHOUSE GAS EMISSIONS

Issue	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
Would the project result in:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Existing Conditions

Greenhouse Gas Emissions and Climate Change

Activities such as fossil-fuel combustion, deforestation, and other human activity and changes in land use result in the accumulation of greenhouse gas (GHG) emissions—carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), ozone (O₃), and certain human-made hydrofluorocarbons (HFCs) and perfluorocarbons (PFCs)—in Earth's atmosphere. An increase in atmospheric GHGs alters Earth's radiation budget and, therefore, results in an increase in Earth's average surface temperature, a phenomenon commonly referred to as global warming.

The International Panel on Climate Change (IPCC) states that recently recorded increases in Earth's average surface temperature are the result of increased concentrations of GHGs in the atmosphere (IPCC, 2007). The IPCC's best estimates are that the average global temperature increase between 2000 and 2100 could range from 0.6 degrees Celsius (°C), assuming no increase in GHG emissions above 2000 levels, to 4.0°C, assuming a substantial increase in GHG emissions (IPCC, 2007). Global warming is expected, in turn, to affect weather patterns, average sea level, ocean acidification, chemical reaction rates, and precipitation rates, among other things, in a manner commonly referred to as climate change. Climate change is a global problem, and GHGs are global pollutants, unlike criteria air pollutants (such as ozone precursors) and toxic air contaminants (TACs), which are pollutants of regional and local concern.

Regulatory Framework

Massachusetts v. EPA

Twelve U.S. states and cities (including California), in conjunction with several environmental organizations, sued to force the U.S. Environmental Protection Agency (EPA) to regulate GHGs as a pollutant pursuant to the Clean Air Act (CAA) in *Massachusetts v. Environmental Protection Agency et al.* (U.S. Supreme Court No. 05-1120. Argued November 29, 2006—Decided April 2, 2007). The Supreme Court ruled that the plaintiffs had standing to sue, that GHGs fit within the CAA's definition of a pollutant, and that EPA's reasons for not regulating GHGs were insufficiently grounded in the CAA. Despite the Supreme Court ruling, there are no promulgated federal regulations to date limiting GHG emissions.

SB 97 (Chapter 185, Statutes of 2007)

Senate Bill 97 requires that the California Office of Planning and Research (OPR) prepare guidelines to submit to the California Resources Agency regarding feasible mitigation of GHG emissions or the effects of GHG emissions as required by the California Environmental Quality Act (CEQA). The Resources Agency is required to certify and adopt these revisions to the State CEQA Guidelines by January 1, 2010. The Guidelines will apply retroactively to any incomplete environmental impact report, negative declaration, mitigated negative declaration, or other related document.

Assembly Bill 32 (Chapter 488, Statutes of 2006)

The California Global Warming Solutions Act of 2006, widely known as Assembly Bill (AB) 32, requires the California Air Resources Board (CARB) to develop and enforce regulations for the reporting and verification of statewide GHG emissions. CARB is directed to set a GHG emission limit, based on 1990 levels, to be achieved by 2020. The bill sets a timeline for adopting a scoping plan for achieving GHG reductions in a technologically and economically feasible manner.

The heart of the bill is the requirement that statewide GHG emissions must be reduced to 1990 levels by the year 2020. California needs to reduce GHG emissions by approximately 25 percent below business-as-usual predictions of year 2020 GHG emissions to achieve this goal. The bill requires CARB to adopt rules and regulations in an open public process to achieve the maximum technologically feasible and cost-effective GHG reductions.

CARB proposed “Early Action Measures” in three groups, and together these measures will make a substantial contribution to the overall 2020 statewide GHG emissions reduction goal of approximately 174 million metric tons of carbon dioxide equivalent gases. These measures are summarized as follows:

- *Group 1:* Three new GHG-only regulations are proposed to meet the narrow legal definition of “discrete early action GHG reduction measures”: a low-carbon fuel standard, reduction of refrigerant losses from motor vehicle air conditioning system maintenance, and increased CH₄ capture from landfills. These regulations are expected to take effect by January 1, 2010.
- *Group 2:* CARB is initiating work on 23 other GHG emission-reducing measures between 2007 and 2009, with rulemaking to occur as soon as possible, where applicable. These GHG measures relate to the following sectors: agriculture, commercial, education, energy efficiency, fire suppression, forestry, oil and gas, and transportation.
- *Group 3:* CARB is initiating work on ten conventional air pollution controls aimed at criteria and toxic air pollutants, but with concurrent climate co-benefits through reductions in CO₂ or non-Kyoto pollutants (i.e., diesel particulate matter, other light-absorbing compounds, and / or ozone precursors) that contribute to global warming.

Some proposed measures will require new legislation to implement, some will require subsidies, some are already developed, and some will require additional effort to evaluate and quantify. It should be noted that none of the measures from Group 1 would apply to the proposed project. Applicable early action measures that are ultimately adopted from Group 2 and Group 3 may become effective during implementation of the proposed project and the proposed project may be subject to these requirements, depending on their timing.

Bay Area Air Quality Management District Climate Protection Program

The Bay Area Air Quality Management District (BAAQMD) established a climate protection program to reduce pollutants that contribute to global climate change and affect air quality in the San Francisco Bay Area Air Basin (SFBAAB). The climate protection program includes measures that promote energy efficiency, reduce vehicle miles traveled, and develop alternative sources of energy, all of which assist in reducing emissions of GHGs and in reducing air pollutants that affect the health of residents. BAAQMD also seeks to support current climate protection programs in the region and to stimulate additional efforts through public education and outreach, technical assistance to local governments and other interested parties, and promotion of collaborative efforts among stakeholders.

City and County of San Francisco’s Greenhouse Gas Reduction Strategy

The City and County of San Francisco (City) has a history of environmental protection policies and programs aimed at improving the quality of life for residents and reducing impacts on the environment. The following plans, policies, and legislation demonstrate San Francisco’s continued commitment to environmental protection. They include measures relevant that would decrease the amount of GHG emitted into the atmosphere and thus decrease San Francisco’s overall contribution to climate change. These programs are collectively referred to as San Francisco’s GHG Reduction Strategy.

- *Transit First Policy:* In 1973, the City instituted the Transit First Policy, which added Article 8A, Section 8A.115 to the City Charter with the goal of reducing San Francisco's reliance on freeways and meeting transportation needs by emphasizing mass transportation. The Transit First Policy gives priority to public transit investments; adopts street capacity and parking policies to discourage increased automobile traffic; and encourages the use of transit, bicycling, and walking instead of single-occupant vehicles.
- *San Francisco Climate Action Plan:* In February 2002, the San Francisco Board of Supervisors passed the Greenhouse Gas Emissions Reduction Resolution (Number 158-02) that set a goal for the City to reduce GHG emissions to 20 percent below 1990 levels by the year 2012 (SFDE, 2004). In September 2004, the San Francisco Department of the Environment (SFDE) and San Francisco Public Utilities Commission published the *Climate Action Plan for San Francisco: Local Actions to Reduce Greenhouse Gas Emissions*. This climate action plan provides the context of climate change in San Francisco and examines strategies to meet the 20 percent GHG emissions reduction target. Although the Board of Supervisors has not formally committed the City to perform the actions addressed in the plan, and many of the actions require further development and commitment of resources, the plan serves as a blueprint for GHG emissions reductions, and several actions have been implemented or are now in progress.
- *San Francisco Municipal Transportation Agency's Zero Emissions 2020 Plan:* The Zero Emissions 2020 Plan focuses on the purchase of cleaner-emissions transit buses, including hybrid diesel-electric buses. Under this plan, hybrid buses will replace the oldest diesel buses, some dating back to 1988. The hybrid buses emit 95 percent less particulate matter (soot) than the buses they replace, produce 40 percent less NO_x, and reduce GHGs by 30 percent.
- *Greenhouse Gas Reduction Ordinance:* In May 2008, the City adopted an ordinance amending the San Francisco Environment Code to establish GHG emissions targets and departmental action plans, to authorize the SFDE to coordinate efforts to meet these targets, and to make environmental findings. The ordinance establishes the following GHG emissions reduction limits for San Francisco and the target dates by which to achieve them:
 - Determine 1990 City GHG emissions by 2008, the baseline level with reference to which target reductions are set;
 - Reduce GHG emissions by 25 percent below 1990 levels by 2017;
 - Reduce GHG emissions by 40 percent below 1990 levels by 2025; and,
 - Reduce GHG emissions by 80 percent below 1990 levels by 2050.

The ordinance also specifies requirements for City departments to prepare climate action plans that assess GHG emissions associated with their activities and activities regulated by them, report the results of those assessments to the SFDE, and prepare recommendations to reduce emissions. In particular, the San Francisco Planning Department is required to (1) update and amend the City's applicable General Plan elements to include the emissions reduction limits set forth in this ordinance and policies to achieve those targets; (2) consider a project's impact on the City's GHG emissions reduction limits specified in this ordinance as part of its review under CEQA; and (3) work with other City departments to enhance the Transit First Policy to encourage a shift to sustainable modes of transportation, thereby reducing emissions and helping to achieve the targets set forth by the ordinance.

Impact Discussion

3.7a-b. Less-Than-Significant Impact. A significant impact would occur if the proposed project's GHG emissions would result in a substantial contribution to global climate change.

Operational GHG emissions are typically generated by both mobile sources and area sources associated with operation of a particular project. Area-source GHG emissions include natural gas combustion for space and water heating, lighting, maintenance of landscaping and grounds, waste disposal, and other sources. The two potential area-source GHG emissions that would be generated by the proposed project would be the maintenance of landscaping (i.e., water consumption) and electricity consumption associated with the new facility.

The new Mid-day Bus Parking Facility would include a building that would require electricity for lighting. Similar to the reduced parking capacity, the new building would also be smaller than the building at the existing facility. Thus, it is anticipated that electricity-related GHG emissions for lighting would decrease with implementation of the proposed project.

Although mobile-source GHG emissions would be generated by project-related bus trips, the total number of Golden Gate Transit bus trips and vehicle-miles traveled (VMT) would be reduced compared to existing conditions. The project would, therefore, result in a net decrease in mobile-source GHG emissions.

As a result, the proposed project would result in a net decrease in operational GHG emissions compared with Existing Conditions. Table 3-3 summarizes the estimated net change in operational emissions associated with bus routes and operation of the building facilities. Details on the baseline and project scenario determinations as well as the calculation methodologies are contained within the Air Quality / Greenhouse Gas Emissions Technical Study Memorandum found in Appendix A (see Appendix A) (AECOM, 2013a).

Table 3-3: Net Change in GHG Emissions

Emissions Source	Net Change in GHG emissions (carbon dioxide equivalent, CO ₂ e)	
	Absolute Change (metric tons / year)	Percentage Change
Basic Bus Services	(158.05)	(57%)
Commute Bus Services	(93.96)	(37%)
Modular Office	(51.93)	(89%)
Parking Lot	(4.38)	(14%)
Total	(308.32)	(49%)

Source: AECOM, 2013a.

As shown in Table 3-3, the proposed project would result in a net decrease in GHG emissions from mobile and area sources, as well as overall project-related GHG emissions. Therefore, although a quantitative GHG threshold has not been established by BAAQMD, CARB, or another applicable regulatory agency, it is reasonable to conclude that, because the proposed project would result in an individual (i.e., on an emission source basis) and overall net decrease in GHG emissions, it would not generate a significant amount of GHG emissions that would represent a substantial contribution to climate change.

As one component of the Transbay Transit Center, the proposed project is also part of a regional effort to reduce mobile source emissions consistent with the regional climate action plan and the statewide AB 32 Scoping Plan's GHG reduction goals. Specifically, the project and other elements of the Transbay Transit Center would improve public transit, consistent with the transportation component of San Francisco's *Climate Action Plan* (i.e., Part A. Public Transit). The transportation component of the *Climate Action Plan* calls for expanding and improving local and regional transit service and interconnections, increasing the user-friendliness of public transit, and other actions to encourage use of public transit and reduce vehicle emissions in the region, which are also the goals of the future Transbay Transit Center. Therefore, the proposed project can also be considered consistent with the transportation component of the *Climate Action Plan*. As a result, the project would have a less-than-significant impact on greenhouse gas emissions.

3.3 NOISE

Issue	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Existing Conditions

Acoustics Background and Terminology

Sound is mechanical energy transmitted by pressure waves in a compressible medium such as air. Noise can be defined as unwanted sound. Sound is characterized by various parameters that include the rate of oscillation of sound waves (frequency), the speed of propagation, and the pressure level or energy content (amplitude). In particular, the sound pressure level is the most common descriptor used to characterize the loudness of an ambient sound level. The decibel (dB) scale is used to quantify sound intensity. Because sound pressure can vary enormously within the range of human hearing, the logarithmic decibel scale is used to keep sound intensity numbers at a convenient and manageable level.

The human ear is not equally sensitive to all frequencies in the entire spectrum, so noise measurements are weighted more heavily for frequencies to which humans are sensitive in a process called “A-weighting.” Since humans are less sensitive to low frequency sound than to high frequency sound, A-weighted sound levels de-emphasize low frequency sound energy to better represent how humans hear.

Different types of measurements are used to characterize the time-varying nature of sound. These measurements include the equivalent sound level (L_{eq}), the minimum and maximum sound levels (L_{min} and L_{max}), percentile-exceeded sound levels (L_n), the day-night sound level (L_{dn}), and the community noise equivalent level (CNEL). Below are brief definitions of terminology used in this section:

Sound. A vibratory disturbance created by a vibrating object, which, when transmitted by pressure waves through a medium such as air, is capable of being detected by a receiving mechanism, such as the human ear or a microphone.

Noise. Sound that is loud, unpleasant, unexpected, or otherwise undesirable.

Ambient Noise. The composite of noise from all sources near and far in a given environment exclusive of particular noise sources to be measured.

Decibel (dB). A unitless measure of sound on a logarithmic scale, which indicates the squared ratio of sound pressure amplitude to a reference sound pressure amplitude. The reference pressure is 20 micropascals.

A-Weighted Decibel (dBA). An overall frequency-weighted sound level in decibels which approximates the frequency response of the human ear.

Equivalent Sound Level (L_{eq}). The average of sound energy occurring over a specified period. In effect, L_{eq} is the steady-state sound level that in a stated period would contain the same acoustical energy as the time-varying sound that actually occurs during the same period.

Day-Night Sound Level (L_{dn}). The energy average of the A-weighted sound levels occurring during a 24-hour period, with 10 dB added to the A-weighted sound levels occurring during the period from 10:00 PM to 7:00 AM (nighttime).

Community Noise Equivalent Level (CNEL). The energy average of the A-weighted sound levels occurring during a 24-hour period with 5 dB added to the A-weighted sound levels occurring during the period from 7:00 PM to 10:00 PM and 10 dB added to the A-weighted sound levels occurring during the period from 10:00 PM to 7:00 AM.

L_{dn} and CNEL values rarely differ by more than 1 dB. As a matter of practice, L_{dn} and CNEL values are considered to be equivalent and are treated as such in this assessment. In general, human sound perception is such that a change in sound level of 3 dB is just noticeable, a change of 5 dB is clearly noticeable, and a change of 10 dB is perceived as doubling or halving sound level.

For a point source of sound such as a stationary compressor, sound generally attenuates at a rate of 6 dB per doubling of distance. For a line source of sound such as free flowing traffic on a freeway, sound generally attenuates at a rate of 3 dB per doubling of distance. Atmospheric conditions including wind, temperature gradients, and humidity can change how sound propagates over distance and can affect the level of sound received at a given location. The degree to which the ground surface absorbs acoustical energy also affects sound propagation. Sound that travels over an acoustically absorptive surface such as grass attenuates at a greater rate than sound that travel over a hard surface such as pavement. The increased attenuation of an absorptive surface is typically in the range of 1 to 2 dB per doubling of distance. Barriers such as building and topography that block the line of site between a source and receiver also increase the attenuation of sound over distance.

Auditory and non-auditory effects can result from excessive or chronic exposure to elevated noise levels. Auditory effects of noise on people can include temporary or permanent hearing loss. Non-auditory effects of exposure to elevated noise levels include sleep disturbance, speech interference, and physiological effects, such as annoyance. Land use compatibility standards for noise are typically based on research related to these auditory effects.

Ambient Noise and Noise-Sensitivity of Land Uses

Noise-sensitive land uses are those locations where noise can interfere with primary activities. These uses include places where people sleep, such as residences and hospitals. Other noise-sensitive uses include schools, libraries, places of worship, and areas of recreation during hours of normal human use. Vibration-sensitive uses are similar to noise-sensitive uses, but are in large part limited to residential uses, historical structures, and vibration-sensitive technical facilities (i.e., biomedical research).

The proposed project is located in downtown San Francisco, an urban environment consisting primarily of residential, commercial, and mixed-use developments. Noise-sensitive land uses in the project vicinity are primarily residential, with the closest residences located within 50 feet of proposed bus routes and within 100 feet of the proposed Mid-day Bus Parking Facility.

Existing (ambient) noise levels in the vicinity of the closest residential receivers to the project bus parking facility were measured to be in the range of 70-79 dB hourly L_{eq} (81 dB L_{dn}). This noise exposure was dominated by local traffic on Third Street and the elevated I-80 (West Approach) freeway. Measured noise exposure near building setbacks along roadway segments in the project vicinity ranged from 64-71 dB L_{eq} , with maximum levels as high as 88 dB (L_{max}). In terms of the day-night average noise level (L_{dn}), existing traffic noise levels at typical building

setbacks and exterior receiver locations in the project vicinity were modeled to be in the range of approximately 60-75 dB.

Regulatory Framework

Federal Transit Administration (FTA)

The Federal Transit Administration (FTA) has developed a methodology and significance criteria to evaluate noise impacts from surface transportation modes (i.e., passenger cars, trucks, buses, and rail), detailed in *Transit Noise and Vibration Impact Assessment* (“*FTA Guidelines*”) (May 2006). The incremental noise level increase criteria included within the *FTA Guidelines* are based on studies of annoyance in communities affected by transportation noise, prepared by the U.S. Environmental Protection Agency (EPA). These criteria are summarized in Table 3-4.

Table 3-4: FTA Impact Criteria for Noise-Sensitive Uses

Existing Day-Night Noise Level (L_{dn}) (dBA)	Allowable Noise Level Increase (dB)	
	Residences and Buildings Where People Normally Sleep ^a	Institutional Land Uses with Primarily Daytime and Evening Uses ^b
45	8	12
50	5	9
55	3	6
60	2	5
65	1	3
70	1	3
75	0	1
80	0	0

Notes:

^a This category includes residences, hospitals, and hotels where a nighttime sensitivity to noise is assumed to be of utmost importance.

^b This category includes schools, libraries, theaters, and churches where it is important to avoid interference with activities such as speech, meditation, and concentration on reading material.

Source: FTA, 2006.

The scientific rationale for the choice of these criteria is explained in the *FTA Guidelines*. Starting from the EPA’s definition of minimal noise impact as a 5 dB change from an established protective ambient level, the FTA extended the EPA’s incremental impact criteria to higher baseline ambient levels. As baseline ambient levels increase, the allowable noise level increase is reduced to limit community annoyance. For example, in residential areas with a baseline ambient noise level of 50 dBA L_{dn} , a 5 dB increase in noise levels would be acceptable, while at 70 dBA L_{dn} , only a 1 dB increase would be allowed.

The FTA has also developed guidelines for assessing the significance of ground-borne vibration produced by transportation sources and construction activity. Vibration impact criteria are summarized in Table 3-5.

Table 3-5: FTA Impact Criteria for Ground-borne Vibration (General Assessment)

Land Use Category	Impact Levels (VdB, relative to 1 μ in / sec)		
	Frequent Events ^a	Occasional Events ^b	Infrequent Events ^c
Category 1 Buildings where vibration would interfere with interior operations ^d	65	65	65
Category 2 Residences and buildings where people normally sleep	72	75	80
Category 3 Institutional land uses with primarily daytime uses	75	78	83

Notes:

^a Defined as more than 70 vibration events of the same source per day.^b Defined as between 30 and 70 vibration events of the same source per day.^c Defined as fewer than 30 vibration events of the same source per day.^d This criterion limit is based on levels that are acceptable for most moderately sensitive equipment such as optical microscopes.

Source: FTA, 2006.

These vibration criteria are related to ground-borne vibration levels that are expected to result in human annoyance, and are based on root mean square (RMS) velocity levels expressed in VdB. FTA experience with community response to ground-borne vibration indicates that when there are only a few train or bus events per day, higher vibration levels are needed to evoke the same community response that would be expected from more frequent events generating a similar level of vibration. The FTA criteria take this phenomenon into account by distinguishing between projects with “frequent” and “infrequent” events, where frequent is defined as more than 70 events per day.

To address the potential for structural damage to fragile buildings, Section 12.2.2 of the *FTA Guidelines* also recommends vibration impact thresholds of 0.2 in / sec peak particle velocity (PPV) (approximately 100 VdB) for fragile buildings and 0.12 in / sec PPV (approximately 95 VdB) for extremely fragile buildings. In this case, the FTA’s general assessment criteria listed in Table 3-5 are more restrictive, and will therefore be used to assess proposed project impacts in this report.

Title 24

Title 24, Part 6, Division T25, Chapter 1, Subchapter 1, Article 4, Sections T25–28 of the California Code of Regulations establish building standards applicable to all dwellings throughout the state. The Code provides acoustical regulations requiring both exterior-to-interior sound insulation and sound and impact isolation between adjacent spaces of various occupied units. Title 24 regulations state that interior noise levels generated by exterior noise sources shall not exceed 45 dB L_{dn} , with windows closed, in any habitable room for general residential uses. Generally, the inclusion of noise-insulating windows and sound isolation materials in the project design are means of demonstrating compliance with this interior noise level standard.

San Francisco General Plan

The *San Francisco General Plan* provides long-term guidance and policies for maintaining and improving the quality of life and the man-made and natural resources of the community. In particular, the Environmental Protection Element of the *San Francisco General Plan* is concerned primarily with avoiding or mitigating the adverse effects of transportation noise, and contains the following objectives and policies relevant to this analysis:

Objective 11: Promote land uses that are compatible with various transportation noise levels.

Policy 11.1 Discourage new uses in areas in which the noise level exceeds the noise compatibility guidelines for that use.

Policy 11.3 Locate new noise-generating development so that the noise impact is reduced.

The “Land Use Compatibility Chart for Community Noise” included in Policy 11.1 establishes the compatibility of different land use types within a range of ambient noise levels.

For residential uses:

- Noise exposure is considered “satisfactory, with no special noise insulation requirements” where the L_{dn} is 60 dBA or less.
- “New construction or development should be undertaken only after a detailed analysis of noise reduction requirements is made and needed noise insulation features included in the design” where the L_{dn} is between 60 dBA and 70 dBA.
- “New construction or development should generally be discouraged” where the L_{dn} is above 65 dBA.

For other noise-sensitive uses (i.e., schools, libraries, churches, hospitals, nursing homes):

- Noise exposure is considered “satisfactory, with no special noise insulation requirements” where the L_{dn} is 65 dBA or less.
- “New construction or development should be undertaken only after a detailed analysis of noise reduction requirements is made and needed noise insulation features included in the design” where the L_{dn} is between 62 dBA and 70 dBA.

“New construction or development should generally not be undertaken” where the L_{dn} is above 65 dBA.

San Francisco Noise Ordinance

The *San Francisco Noise Ordinance* (Article 29, *San Francisco Police Code*, Section 2900) specifically recognizes that adverse effects on a community can arise from noise sources such as transportation, construction, mechanical equipment, entertainment, and human and animal behavior. In particular, the *San Francisco Noise Ordinance* makes the following declaration:

It shall be the policy of San Francisco to maintain noise levels in areas with existing healthful and acceptable levels of noise and to reduce noise levels, through all practicable means, in those areas of San Francisco where noise levels are above acceptable levels as defined by the World Health Organization’s *Guidelines on Community Noise*.

Section 2909 of the *San Francisco Noise Ordinance* limits noise from a fixed source (e.g., an idling bus in the proposed Mid-day Bus Parking Facility) from causing the noise level measured inside any sleeping or living room

in any dwelling unit located on residential property to 45 dBA between the hours of 10:00 PM to 7:00 AM or 55 dBA between the hours of 7:00 AM to 10:00 PM with windows open except where building ventilation is achieved through mechanical systems that allow windows to remain closed. It is assumed that these noise level limits are represented by the hourly L_{eq} descriptor (hourly average level).

Impact Discussion

3.3a. Less-Than-Significant Impact. A significant impact may occur if project-related noise levels exceed the applicable standards of the City of San Francisco or other agencies.

Measured exterior noise exposure at a residential receiver location in the vicinity of the proposed new Mid-day Bus Parking Facility, on the southeast corner of Third Street and Stillman Street, was approximately 81 dBA L_{dn} . This noise exposure was dominated by local traffic on Third Street and the elevated I-80 freeway. Modeled traffic noise exposure under the existing (ambient) condition ranged from 60.2 dBA L_{dn} to 75.3 dBA L_{dn} for affected receivers in the project vicinity, with most levels exceeding 65 dBA L_{dn} . Therefore, for most noise-sensitive uses in the project vicinity, existing noise exposure currently exceeds the City's applicable 60 dBA L_{dn} or 65 dBA L_{dn} "satisfactory" land use compatibility limits.

Modeled existing plus project traffic noise levels also ranged from approximately 60.2 dBA L_{dn} to 75.3 dBA L_{dn} , with no more than a 0.2 dB increase in traffic noise level due to the project at affected roadways / receivers. The addition of the project itself would not be expected to cause noise exposure in excess of the City's noise compatibility standards. Therefore, this impact is considered less than significant.

More detailed information regarding acoustical measurements, modeling, analysis, and impact assessment are contained within the Noise / Vibration Technical Study Memorandum found in Appendix B (see Appendix B) (AECOM, 2013b).

3.3b. Less-Than-Significant Impact. A significant impact may occur if the project would produce excessive ground-borne vibration levels at acoustically sensitive uses.

The proposed project would not include sources of substantial ground-borne vibration. The passing of a project-related bus on local streets would not be expected to produce vibration levels in excess of 65 VdB at a distance of 50 feet, and, thus, would likely be imperceptible to most receivers. Since residential receivers in the vicinity of the project bus routes would generally be more than 50 feet from passing project buses, the vibration produced by these operations would not likely be perceptible. Additionally, project-related daily operations at the Mid-day Bus Parking Facility would not be expected to introduce substantial sources of ground-borne vibration. Therefore, this impact is considered less than significant.

3.3c. Less-Than-Significant Impact. A significant impact may occur if the project would permanently increase noise exposure relative to the ambient noise condition.

As presented in Impact 3.3a above, the proposed project is not expected to increase traffic noise exposure by more than 0.2 dB (L_{dn}) relative to the existing traffic noise condition. This is not a significant increase based on the applied FTA impact threshold (see Table 3-4 above). Project-related noise produced by bus operations within the Mid-day Bus Parking Facility would be shielded from neighboring residences by the 12-foot high sound wall

(proposed as part of the previously approved 2004 FEIS / EIR) that would be constructed along Stillman Street and part of Third Street. Resulting noise exposure is expected to be well below ambient levels and is not expected to produce a significant increase in noise levels relative to the existing condition. Therefore, this impact is considered less than significant.

3.3d. No Impact. A significant impact may occur if the project would temporary or periodically increase noise exposure relative to the ambient noise condition.

The proposed project would not include any new construction or any other temporary source of noise that was not addressed in the original FEIS / EIR. Thus, implementation of the proposed project would not result in significant, temporary increases in noise exposure relative to the ambient condition. There would be no impact. Permanent increases in noise exposure from the proposed project are discussed under Impact 3.3c above.

3.3e & f. No Impact. A significant impact may occur if the people residing or working in the project area would be exposed to excessive aircraft noise levels.

The proposed project is not located within an area covered by an airport land use plan or within two miles of a public airport, public use airport, or private airport. Noise exposure in the project area is dominated by local traffic operations. Thus, implementation of the proposed project would not result in airport noise impacts on people residing or working within the project area. There would be no impact.

3.4 TRANSPORTATION AND TRAFFIC

Issue	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
Would the project:				
a) Cause an increase in traffic that is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e. g. farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Conflict with adopted policies supporting alternative transportation (e.g., bus turnouts, bicycle racks)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Result in inadequate parking capacity?*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

* Not in CEQA Appendix G.

Existing Conditions

Existing intersection Level of Service (LOS) was evaluated using the 2000 *Highway Capacity Manual* (HCM) methodology at selected study intersections where there is a potential that the proposed project may result in substantial effects to transportation and circulation. The LOS methodology is a qualitative description of the performance of an intersection based on average delay per vehicle. For signalized intersections, the HCM methodology determines the capacity of each lane group approaching the intersection and calculates an average delay (in seconds per vehicle) for each of the various movements at the intersection. A combined weighted average delay and LOS are then presented for the intersection. For unsignalized intersections, the average delay and LOS for the worst stop-controlled approach at the intersection are presented. Adjustments are typically made to the capacity of each intersection to account for various factors that reduce the ability of the streets to accommodate vehicles (such as the “downtown” nature of the area, number of pedestrians, bus stops, vehicle types, lane widths, grades, on-street parking, and queues).

Intersection LOS ranges from LOS A, which indicates free flow or excellent conditions with short delays, to LOS F, which indicates congested or overloaded conditions with extremely long delays. LOS definitions for signalized and unsignalized intersections are described in Table 3-6. In San Francisco, LOS A through LOS D are considered excellent to satisfactory service levels, and LOS E and LOS F represent unacceptable service levels.

Table 3-6: Intersection Level of Service Definitions

LOS	Description	Average Delay (seconds / vehicle)	
		Signalized Intersections	Unsignalized Intersections
A	Little or no delay	≤ 10.0	≤ 10.0
B	Short traffic delay	> 10.0 and ≤ 20.0	> 10.0 and ≤ 15.0
C	Average traffic delay	> 20.0 and ≤ 35.0	> 15.0 and ≤ 25.0
D	Long traffic delay	> 35.0 and ≤ 55.0	> 25.0 and ≤ 35.0
E	Very long traffic delay	> 55.0 and ≤ 80.0	> 35.0 and ≤ 50.0
F	Extreme traffic delay	> 80.0	> 50.0

Source: Transportation Research Board, 2000.

It should be noted that delay for intersections operating at LOS F is typically reported as “greater than 80.0 seconds” for signalized intersections and “greater than 50.0 seconds” for unsignalized intersections, as 80.0 seconds and 50.0 seconds are generally considered the limits of the meaningful range for the analysis methodology for signalized and unsignalized intersections. In these situations, the volume-to-capacity (v/c) ratio is also presented to facilitate comparison between scenarios.

Intersection LOS was analyzed at the following three (3) study intersections using Trafficware's Synchro 8 software package:

1. Third Street / Perry Street;
2. Third Street / Harrison Street; and,
3. Third Street / Folsom Street.

Consistent with typical intersection analyses as described in the San Francisco Planning Department's *Transportation Impact Analysis Guidelines for Environmental Review* (October 2002), operations at the study intersections were analyzed for the weekday PM peak hour, defined as the four consecutive 15-minute periods during the weekday PM peak period (4:00 PM to 6:00 PM) exhibiting the highest overall traffic volumes. These three intersections were selected because they are expected to show the highest increase in total traffic volumes during the weekday PM peak period as a result of the proposed project.

Intersection turning movement counts at the three study intersections were collected on Tuesday, October 9, 2012. Traffic signal timing plans were obtained from the San Francisco Municipal Transportation Agency (SFMTA). Existing lane geometries (including peak period tow-away restrictions and transit-only lanes) were gathered from field observations. Observations of roadway operations found that the transit-only lanes on Third Street were used primarily by transit vehicles only. Existing Conditions weekday PM peak hour intersection lane geometry and traffic volumes are illustrated in Figure 3-1. Existing Conditions weekday PM peak hour intersection LOS is summarized in Table 3-7.

Table 3-7: Existing Conditions – Weekday PM Peak Hour Intersection Level of Service

Intersection	Existing Conditions		
	Traffic Control	LOS	Delay (seconds / vehicle)
1 Third Street / Perry Street	One-way stop		
Westbound Perry Street		C	15.9
Intersection average		A	0.1
2 Third Street / Harrison Street	Signal	B	16.9
3 Third Street / Folsom Street	Signal	C	22.1

Source: AECOM, 2013c.

Figure 3-1: Existing Conditions Intersection Lane Geometry and Traffic Volumes

In order to facilitate comparison with the Existing plus Project Conditions analysis, delay and LOS at Third Street / Perry Street are reported for the stop-controlled approach (westbound Perry Street) and the intersection as a whole. Likewise, at Third Street / Harrison Street and Third Street / Folsom Street, delays associated with transit vehicles in the Third Street transit-only lane have been omitted from the analysis. As shown in Table 3-7, all three study intersections currently operate at acceptable LOS (LOS D or better) during the weekday PM peak hour.

Regulatory Framework

San Francisco Transportation/Traffic-related policies

The San Francisco Planning Department uses the following significance criterion for the determination of intersection-related impacts associated with a proposed project:

- The operational impact on signalized intersections is considered significant when project-related traffic causes the intersection level of service to deteriorate from LOS D or better to LOS E or LOS F, or from LOS E to LOS F. The operational impacts on unsignalized intersections are considered potentially significant if project-related traffic causes the level of service at the worst approach to deteriorate from LOS D or better to LOS E or LOS F and the California Manual on Uniform Traffic Control Devices (California MUTCD) signal warrants would be met, or would cause California MUTCD signal warrants to be met when the worst approach is already operating at LOS E or LOS F. The project may result in significant adverse impacts at intersections that operate at LOS E or LOS F under existing conditions depending upon the magnitude of the project's contribution to the worsening of the average delay per vehicle. In addition, the project would have a significant adverse impact if it would cause major traffic hazards or contribute considerably to cumulative traffic increases that would cause deterioration in levels of service to unacceptable levels.

Impact Discussion

3.16a. Less-Than-Significant Impact. A significant impact may occur if the project would cause an increase in traffic that is substantial in relation to the existing traffic load and capacity of the street system or if adopted San Francisco thresholds for a significant project impact are exceeded for roadways and intersections that would carry project-generated traffic.

Existing plus Project Conditions

Golden Gate Transit Commute Bus pull-outs from the existing Mid-day Bus Parking Facility during the weekday PM peak hour were added to traffic volumes on the affected turning movements at the three study intersections. As described previously, the proposed project would also involve geometry and signalization changes at the Third Street / Perry Street intersection, which were also accounted for in the Existing plus Project Conditions analysis. In particular, the change in directionality of Perry Street would result in outlet traffic from the segment of Perry Street between Third Street and Fourth Street using the Third Street / Perry Street intersection instead of the Fourth Street / Perry Street intersection. Although the actual volume of traffic currently using this segment of Perry Street is minimal, it provides secondary parking / loading access for several parcels with primary entrances along Harrison Street. As a result, a nominal volume of non-bus traffic was assumed for the eastbound approach at the Third Street / Perry Street intersection.

Consistent with the *Golden Gate Transit San Francisco Mid-Day Bus Parking Facility Draft Preliminary Design Evaluation Report* (November 6, 2012) prepared by URS and associated analysis work conducted by Fehr & Peers, the analysis assumes a three-phase signal (northbound Third Street, eastbound Perry Street, and westbound Perry Street), with the new pedestrian phase across Third Street operating with both Perry Street phases.

The resulting weekday PM peak hour intersection lane geometry and traffic volumes are illustrated in Figure 3-2. The resulting Existing plus Project Conditions weekday PM peak hour intersection LOS is summarized in Table 3-8.

Table 3-8: Existing plus Project Conditions – Weekday PM Peak Hour Intersection Level of Service

Intersection	Existing Conditions			Existing plus Project Conditions		
	Traffic Control	LOS	Delay (seconds / vehicle)	Traffic Control	LOS	Delay (seconds / vehicle)
1 Third Street / Perry Street	OWSC			Signal		
Westbound Perry Street		C	15.9		C	29.0
Eastbound Perry Street					C	21.0
Intersection average		A	0.1		A	7.8
2 Third Street / Harrison Street	Signal	B	16.9	Signal	B	16.9
3 Third Street / Folsom Street	Signal	C	22.1	Signal	C	22.3

Notes:

OWSC = One-way stop control

Source: AECOM, 2013c.

As shown in Table 3-8, the proposed project would have a negligible effect on overall traffic operations at the Third Street / Harrison Street and Third Street / Folsom Street intersections. The introduction of a new traffic signal (and associated traffic volumes) and signalized crosswalk across Third Street at the Third Street / Perry Street intersection would slightly degrade intersection average delay compared to Existing Conditions, but the intersection as a whole would still operate at LOS A while facilitating bus egress out of the new Golden Gate Transit Mid-day Bus Parking Facility and pedestrian connectivity across Third Street.

Figure 3-2: Existing plus Project Conditions Intersection Lane Geometry and Traffic Volumes

Cumulative (2030) Conditions

The Cumulative (2030) Conditions analysis is based on technical work conducted for the *Transit Center District Plan and Transit Tower Draft Environmental Impact Report* (EIR) (Planning Department Case Number 2007.0558E and 2008.0789E; SCH #2008072073)—hereafter referred to as the “Transit Center District Plan EIR”—published by the San Francisco Planning Department on September 28, 2011. Use of the *Transit Center District Plan EIR* technical work ensures that the analysis of Cumulative (2030) Conditions considers both background growth in the city and region (such as buildout of the *Market / Octavia Plan*, the Eastern Neighborhoods rezoning, and the *Treasure Island Redevelopment Plan*) and growth attributable to specific parcels in and around the Transit Center District Plan area. The *Transit Center District Plan EIR* technical work also assumes various changes to the transportation network—such as the *Rincon Hill Streetscape Master Plan*, the Central Subway, and the Transit Effectiveness Project—that would likely affect traffic patterns and volumes in and around the project site.

Additional modifications to the *Transit Center District Plan EIR* technical work were made as needed to account for intersections not explicitly studied in the EIR and specific elements of the proposed project (such as the rerouted bus traffic) that represent departures from the original assumptions contained in the *Transit Center District Plan EIR* analysis.

Cumulative (2030) Conditions weekday PM peak hour intersection lane geometry and traffic volumes are illustrated in Figure 3-3. The resulting Cumulative (2030) Conditions weekday PM peak hour intersection LOS is summarized in Table 3-9.

Table 3-9: Cumulative (2030) Conditions – Weekday PM Peak Hour Intersection Level of Service

Intersection	Existing plus Project Conditions		Cumulative (2030) Conditions		
	LOS	Delay (seconds / vehicle)	LOS	Delay (seconds / vehicle)	v/c
1 Third Street / Perry Street	A	7.8	A	6.8	
2 Third Street / Harrison Street	B	16.9	F	> 80.0	1.26
3 Third Street / Folsom Street	C	22.1	F	> 80.0	1.16

Notes:

Bold indicates unacceptable conditions (LOS E or LOS F).

Source: AECOM, 2013c.

It should be noted that explicit forecasts were not calculated for bus traffic in the transit-only lanes along Third Street, as the actual bus volumes are uncertain and highly dependent on Muni service plans following the opening of the Central Subway. Omission of transit-only traffic has no effect on the analysis results, as this bus traffic is segregated from the general travel lanes considered in the intersection LOS analysis. Bus traffic not in transit-only lanes (e.g., along Harrison Street or Folsom Street) was assumed to exhibit growth rates similar to those for general traffic. As the current level of bus traffic not using transit-only lanes is minimal, the effect of the growth rate assumptions for this traffic on overall intersection performance are mostly negligible.

Figure 3-3: Cumulative (2030) Conditions Intersection Lane Geometry and Traffic Volumes



Source: AECOM, 2013.

As shown in Table 3-9, the Third Street / Perry Street intersection would continue to operate at LOS A under Cumulative (2030) Conditions, but the Third Street / Harrison Street and Third Street / Folsom Street intersections would degrade to LOS F, with v/c ratios over 1.00.

Consistent with San Francisco Planning Department standard methodologies, a review of the proposed project's contribution to intersection critical movements at these two intersections was conducted to determine if the proposed project would represent a significant contribution to the failing conditions. The proposed project's contribution to critical movement volumes at these locations is summarized in Table 3-10.

Table 3-10: Cumulative (2030) Conditions – Project Contribution to Intersections

Intersection	Critical Movement	Project Contribution to Critical Movement
2 Third Street / Harrison Street	NBT	0.0%
	WBT	0.0%
3 Third Street / Folsom Street	NBT	0.0%
	EBL	0.0%

Source: AECOM, 2013c.

As shown in Table 3-10, the proposed project would not contribute traffic to any of the critical movements at the two study intersections failing under Cumulative (2030) Conditions. In particular, project-generated traffic at the Third Street / Harrison Street intersection would be confined to the transit-only lane along Third Street and would have a negligible effect on traffic operations in the adjacent northbound travel lanes. At the Third Street / Folsom Street intersection, the proposed project would add traffic to the northbound right-turn movement, which is not expected to be an intersection critical movement. Therefore, this would be a less-than-significant impact.

3.16b. Less-Than-Significant Impact. A significant impact may occur where adopted Caltrans, San Francisco County Transportation Authority (SFCTA), and Metropolitan Transportation Commission (MTC) thresholds for a significant project impact are exceeded.

The proposed project primarily involves changes to the alignment of existing bus routes on city streets, and is not expected to result in any new operational vehicle trips beyond existing traffic, nor add traffic to Caltrans facilities such as freeway mainlines or ramps.

While the proposed project would reroute bus traffic onto Third Street, which is designated as part of the local Congestion Management Program (CMP) roadway network by the SFCTA, the existing routes already direct bus traffic onto Folsom Street, which is also part of the CMP-designated roadway network. As a result, the proposed project only involves the rerouting of bus traffic from one CMP-designated roadway segment to another CMP-designated roadway segment. Given this consideration, the overall effects of the proposed project on the CMP-designated roadway network are expected to be minimal, and no additional project-related effects are expected beyond those already considered in the analysis of LOS at the three affected study intersections along Third Street. Therefore, this would be a less-than-significant impact.

3.16c. No Impact. A significant impact would occur if the proposed project would result in a change in air traffic patterns.

The proposed project would not include any aviation-related uses and would, therefore, not result in a change in air traffic patterns. Thus, no impact would occur.

3.16d. No Impact. A significant impact would occur if the proposed project includes new roadway design or introduces new land use or project features into an area with specific transportation requirements and characteristics that have not been previously experienced in that area, or if project access or other features were designed in such a way as to create hazardous conditions.

The proposed project would involve a reversal of the directionality of Perry Street from one-way westbound traffic to one-way eastbound traffic and the installation of a new traffic signal at the Third Street / Perry Street intersection to facilitate bus egress out of the new Mid-day Bus Parking Facility. Access would still be available to parcels along Perry Street, and no features of the proposed project are expected to create hazardous conditions. Thus, no impact would occur.

3.16e. Less-Than-Significant Impact. A significant impact would occur if the project design does not provide emergency access meeting the requirements of the San Francisco Fire Department or in any other way threatens the ability of emergency vehicles to access and serve the project site or adjacent uses.

The proposed project would involve a reversal of the directionality of Perry Street from one-way westbound traffic to one-way eastbound traffic, but emergency access would still be available to parcels along Perry Street. Therefore, the proposed project would have a less-than-significant impact on emergency access.

3.16f. No Impact. A significant impact may occur if the proposed project were to conflict with adopted policies or involve modification of existing alternative transportation facilities located on- or off-site.

As a transit-related project, the proposed project would encourage alternative transportation by facilitating Golden Gate Transit Commute Bus operations in Downtown San Francisco. The proposed traffic signal at the Third Street / Perry Street intersection would also include a signalized crosswalk across Third Street, enhancing pedestrian connectivity across a high-volume roadway in a dense, urban environment. The proposed project would add new bus traffic to existing transit-only lanes along Third Street, but this, in and of itself, would not represent a conflict with adopted policies, plans, or programs supporting alternative transportation. Use of the transit-only lanes by Golden Gate Transit Commute Bus services would actually encourage alternative transportation by increasing the average speed and reducing the average travel times of these services. Therefore, no impacts to adopted policies, plans, or programs supporting alternative transportation would occur.

3.16g. No Impact. A significant impact may occur if the proposed project resulted in inadequate parking capacity.

Since the proposed project would not result in new habitable or employment-related land uses, the proposed project would not be required to provide new parking spaces. Therefore, no parking deficiency is anticipated, and there would be no impact related to parking capacity.

4.0 REFERENCES

- AECOM. 2013a. Air Quality / Greenhouse Gas Emissions Technical Study Memorandum for Mid-Day Bus Parking Facility Relocation Project.
- . 2013b. Noise / Vibration Technical Study Memorandum for Mid-Day Bus Parking Facility Relocation Project.
- . 2013c. Transportation / Traffic Technical Study Memorandum for Mid-Day Bus Parking Facility Relocation Project.
- Bay Area Air Quality Management District (BAAQMD). 2010. *2010 Clean Air Plan*. Available: <<http://www.baaqmd.gov/Divisions/Planning-and-Research/Plans/Clean-Air-Plans.aspx>>. Accessed March 13, 2013.
- . 2012 (May). *BAAQMD CEQA Air Quality Guidelines*. Available: <http://www.baaqmd.gov/~media/Files/Planning%20and%20Research/CEQA/BAAQMD%20CEQA%20Guidelines_Final_May%202012.ashx?la=en>. Accessed March 13, 2013.
- California Air Resources Board (CARB). 2013. Public Transit Agencies. Available: <<http://www.arb.ca.gov/msprog/bus/bus.htm>>. Accessed March 13, 2013.
- . 2013. Public Transit Agencies. Available: <<http://www.arb.ca.gov/msprog/bus/bus.htm>>. Accessed March 13, 2013.
- California Energy Commission (CEC). 2009. *Energy Action Plan*. Available: <http://www.energy.ca.gov/energy_action_plan/index.html>, Accessed July 27, 2012.
- California Office of Planning and Research (OPR). 2003. *State of California General Plan Guidelines*, October 2003 (in coordination with the California Department of Health Services).
- City of San Francisco. 1996. *City of San Francisco General Plan: Environmental Protection Element*. Available: <http://www.sf-planning.org/ftp/General_Plan/I6_Environmental_Protection.htm>. Accessed March 13, 2013.
- . 2008. *City of San Francisco Police Code*. Available: <[http://www.amlegal.com/nxt/gateway.dll/California/police/article29regulationofnoise?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco_ca](http://www.amlegal.com/nxt/gateway.dll/California/police/article29regulationofnoise?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca)>. Accessed March 13, 2013.
- Federal Highway Administration (FHWA). 1998. *FHWA TNM User's Guide (FHWA-PD-96-009)*. Available: <http://www.fhwa.dot.gov/environment/noise/traffic_noise_model/old_versions/tnm_version_10/users_guide/index.cfm>. Accessed March 13, 2013.
- . 1998. *FHWA TNM, Version 1.0 – Technical Manual (FHWA-PD-96-010)*. Available: <http://www.fhwa.dot.gov/environment/noise/traffic_noise_model/old_versions/tnm_version_10/tech_manual/index.cfm>. Accessed March 13, 2013.

-
- Federal Transit Administration (FTA). 2006. *Transit Noise and Vibration Impact Assessment* (Chapter 3 and 7). Washington, DC. May.
- Golden Gate Bridge, Highway and Transportation District (GGBHTD). 2012a. "Golden Gate Transit Current Bus Schedules". Available: <<http://goldengatetransit.org/schedules/current/>>. Accessed April 25, 2012.
- . 2012b. Email communication with GGBHTD staff. Dated October 26, 2012.
- Intergovernmental Panel on Climate Change (IPCC). 2007. *Summary for Policymakers*. In: *Climate Change 2007: The Physical Science Basis. Contribution of Working Group I to the Fourth Assessment Report of the Intergovernmental Panel on Climate Change*. Cambridge University Press, Cambridge, United Kingdom and New York, NY, USA.
- San Francisco County Transportation Authority (SFCTA). 2011. *Congestion Management Plan*. Available: <<http://www.sfcta.org/documents-and-data/documents/congestion-management-program>>. Accessed March 13, 2013.
- San Francisco Department of the Environment (SFDE). 2004 (September). *Climate Action Plan for San Francisco*. Available: <<http://www.sfenvironment.org/sites/default/files/fliers/files/climateactionplan.pdf>>. Accessed March 13, 2013.
- San Francisco Planning Department, 2002. *Transportation Impact Analysis Guidelines for Environmental Review*, October 2002.
- . 2011. Transit Center District Plan and Transit Tower Draft Environmental Impact Report (Planning Department Case Number 2007.0558E and 2008.0789E; SCH #2008072073) (September 28, 2011).
- Terry A. Hayes Associates, LLC, 2003. *Transbay Terminal Improvement Project: Bus Access and Storage Supplemental Air Quality Impact Analysis*.
- Transportation Research Board, 2000. *Highway Capacity Manual*.
- URS, 2012. *Golden Gate Transit San Francisco Mid-Day Bus Parking Facility Draft Preliminary Design Evaluation Report*, November 6, 2012.
- U.S. Environmental Protection Agency (EPA). 1974. *Information on Levels of Environmental Noise Requisite to Protect Public Health and Welfare with an Adequate Margin of Safety*. Washington, DC. March.

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Memorandum

To	Daniel Ng, PE Golden Gate Bridge, Highway and Transportation District	Pages	8
cc	John Eberle, PE Maurice Palumbo, PE		
Subject	Transbay Terminal EIR / EIS Addendum: Golden Gate Transit San Francisco Mid-Day Bus Parking Facility – Air Quality and Greenhouse Gases		
From	Jeffrey Chan, PTP Todd Haurin, LEED AP		
Date	January 6, 2013		

This memorandum summarizes the existing and future-year conditions technical analysis relating to air quality and greenhouse gases for Golden Gate Transit's new San Francisco Mid-day Bus Parking Facility Relocation Project. The analysis efforts described in this memorandum will be incorporated into an addendum to the Final Transbay Terminal / Caltrain Downtown Extension / Redevelopment Project Environmental Impact Statement / Environmental Impact Report (SCH #95063004) ("Transbay EIS / EIR"), originally published in March 2004.⁽¹⁾

Methodology

In order to reflect the subtle air quality and climate impacts from the changes associated with the reroute of Golden Gate Transit "Commute Bus" and "Basic Bus" services from the current Mid-Day Bus Parking Facility located at Eighth Street / Harrison Street to the proposed facility at Third Street / Perry Street, a sophisticated multi-phase emissions estimation model, such as the California Emissions Estimator Model (CalEEMod) or URBEMIS is not required. In addition, URBEMIS is no longer being updated and references an out-of-date version of the EMISSION FACTORS (EMFAC) model. Although the Bay Area Air Quality Management District (BAAQMD) California Environmental Quality Act Air Quality Guidelines (May 2012) recommend using CalEEMod or URBEMIS, it also permits the use of hand calculations, especially since these analytic tools can be burdensome and overly complex for a comparatively straightforward analysis.

The emissions required to be calculated for this exercise include the Scope 1 emissions (i.e., the direct emissions from mobile or stationary sources) of criteria pollutants and greenhouse gases (GHGs) from the Commute Bus and Basic Bus services and Scope 2 GHG emissions (i.e., the indirect emissions from purchased electricity) from the built structures and street lighting for the existing and new bus parking facilities. A qualitative assessment of toxic air contaminants (TACs) was also conducted.

The criteria pollutant and GHG emissions have been calculated using a spreadsheet containing diesel urban bus emission factors taken from EMFAC2011⁽²⁾, the latest installment of the widely accepted EMFAC model

⁽¹⁾ Under the proposed project, the Golden Gate Transit "Basic Bus" services would operate in the fashion considered in the Transbay EIS/EIR.

⁽²⁾ EMFAC2011 can be accessed at <http://www.arb.ca.gov/msei/modeling.htm>.

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designed by the California Air Resources Board (CARB) to provide emissions estimations for various types of on-road vehicles. EMFAC is continuously updated to reflect changing conditions, such as newer vehicle model years and stricter vehicle emissions regulations. As EMFAC2011 does not provide trace GHG emission factors of methane (CH₄) and nitrous oxide (N₂O) for vehicles or for Scope 2 GHG emissions from purchased electricity, trace mobile GHG emission factors were referenced from CARB's Local Government Operations Protocol (LGOP).⁽³⁾

Annual electricity use from the buildings and exterior lighting at the existing and new parking facility sites was estimated using data from the California Commercial End-Use Survey (CEUS), prepared by the California Energy Commission (CEC), for operations located in the Pacific Gas & Electric (PG&E) service territory. Scope 2 GHG emissions from this estimated annual electricity usage were calculated using the local PG&E grid emission factor for carbon dioxide (CO₂).⁽⁴⁾ As PG&E does not provide trace GHG emission factors for CH₄ and N₂O from its electricity production, the trace GHG emission factors from the California state grid were referenced from CARB's LGOP.

Emissions Sources

The proposed relocation of the Mid-day Bus Parking Facility would result in route changes for Golden Gate Transit Commute Bus and Basic Bus services. The operation of the new Mid-Day Bus Parking Facility and associated diesel-fueled buses carrying passengers will result in direct emissions of criteria pollutants and both direct and indirect emissions of GHGs from purchased electricity.

It is important to note that Golden Gate Transit's existing bus services already generate some level of emissions. As the Proposed Project involves the relocation of the Mid-Day Bus Parking Facility and associated reroutes to bus services, the air quality and GHG emissions analysis focuses on the geographical area where the bus routes will change. As described in Transbay Terminal EIR / EIS Addendum: Golden Gate Transit San Francisco Mid-Day Bus Parking Facility – Transportation and Circulation (dated December 19, 2012) (hereafter referred to as the "Transportation and Circulation Technical Memorandum"), the route changes would be confined to several streets in the South of Market (SoMa) District of San Francisco, and can be captured by defining an analysis area bounded by Market Street to the north, Stillman Street to the south, Main Street to the east, and Ninth Street to the west.

Vehicle miles traveled (VMT) within the analysis area for the baseline and Proposed Project scenarios were determined by examining the distances of the current and proposed routes for each bus line. Table 1 summarizes existing Golden Gate Transit service (i.e., scheduled trips) in San Francisco, while Table 2 summarizes the changes to route distances within the analysis area bounded by Market Street, Stillman Street, Main Street and Ninth Street. Approximate route distances were obtained using aerial images of the analysis area.

⁽³⁾ In cases where users may need to estimate a project's GHG emissions manually, BAAQMD recommends using CARB's most current LGOP as appropriate for guidance. The LGOP can be accessed at http://www.arb.ca.gov/cc/protocols/localgov/pubs/lgo_protocol_v1_1_2010-05-03.pdf.

⁽⁴⁾ Taken from the California Public Utilities Commission (CPUC) GHG Calculator forecast for 2013, worksheet tab "CO2 Allocations," cell AH37. The spreadsheet can be accessed at http://www.pge.com/includes/docs/pdfs/shared/environment/calculator/pge_ghg_emission_factor_info_sheet.pdf.

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Table 1: Golden Gate Transit Service in San Francisco

Line	Scheduled Daily Trips			
	Weekday ⁽¹⁾		Weekend ⁽²⁾	
	Inbound	Outbound	Inbound	Outbound
Basic Bus Services				
10 Strawberry – Marin City – Sausalito	13	14	11	11
70 Novato – San Rafael – Marin City	17	21	17	19
80 Santa Rosa – Rohnert Park – Cotati – Petaluma – Novato – San Rafael – Marin City	6	6	19	18
101 Santa Rosa – Rohnert Park – Cotati – Petaluma – Novato – San Rafael	14	17	9	10
101X Santa Rosa – Rohnert Park – Cotati – Petaluma	2	1		
Subtotal	52	59	56	58
Commute Bus Services				
2 Marin Headlands – Marin City (Drake Avenue & Cole Drive) – Sausalito	6	4		
4 East Blithedale & Tower – Mill Valley Depot – Tam Junction – Manzanita Park & Ride	21	22		
8 Tiburon – Belvedere – Strawberry	2	1		
18 College of Marin – Larkspur – Corte Madera	7	7		
24 Manor – Fairfax – San Anselmo – Ross – Kentfield – College of Marin – Greenbrae	15	13		
27 San Anselmo – San Rafael	9	5		
38 Terra Linda – Northgate Mall	4	4		
44 Marinwood – Lucas Valley – San Rafael Transit Center	2	2		
54 San Marin – Novato	12	13		
56 Novato – San Marin – San Marin Drive – Rowland Boulevard Park & Ride	5	6		
58 Novato – Rowland Boulevard Park & Ride – Ignacio – Hamilton	4	3		
72 Santa Rosa – Rohnert Park	8	8		
72X Santa Rosa – Rohnert Park	3	3		
74 Cotati – West Petaluma	6	5		
76 East Petaluma	5	5		
92 Marin City – Sausalito	8	6		
93 Golden Gate Bridge Toll Plaza	9	3		
97 Larkspur Ferry Terminal	1			
Subtotal	127	110		

Source: Golden Gate Transit, 2012.

Notes:

⁽¹⁾ Mondays through Fridays, except holidays.

⁽²⁾ Saturdays, Sundays, and holidays.

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Table 2: Route Distances within Analysis Area

Service	Route Distance within Analysis Area (mi)			
	Existing		Proposed	
	Inbound	Outbound	Inbound	Outbound
Basic Bus Services				
Via Mission	3.20	3.35	1.55	1.30
Direct to facility ⁽¹⁾	0.50	--	1.55	1.30
Commute Bus Services				
Financial District routes	1.70	2.00	1.15	1.05
Civic Center routes	1.20	0.90	1.25	1.30

Source: AECOM, 2012.

Notes:

Distances rounded to the nearest 0.05 miles.

⁽¹⁾ Currently, one inbound run on Route 70 each day skips all Mission Street stops and heads directly to the existing Mid-Day Bus Parking Facility after crossing Market Street via Eighth Street. With the Proposed Project, this inbound run would be rerouted to serve the Mission Street stops and the new Transbay Transit Center Bus Plaza along the same route as the other Basic Bus services.

It is anticipated that the Project would comprise the following emissions sources:

- Existing fleet of Golden Gate Transit diesel buses, with a gross vehicle weight rating (GVWR) of over 14,000 pounds;
- One new modular office and shed at the new Mid-day Bus Parking Facility (Scope 2 GHG emissions only); and,
- New exterior lighting for the new Mid-day Bus Parking Facility (Scope 2 GHG emissions only).

It should be noted that the Proposed Project consists solely of operations at the new Mid-day Bus Parking Facility and associated changes to bus routes, and there would be no changes to overall level of service (i.e., number of trips). As such, the changes in VMT within the analysis area are assumed to represent the entirety of the Proposed Project's impacts related to bus-generated emissions. While there may be minor changes to dwell times at some stops as a result of the addition or elimination of some stops as part of the bus reroutes, total dwell-time emissions are expected to be similar to or lower than existing levels, as the Proposed Project would not affect overall ridership demand. While passengers would redistribute to other stops, the overall number of passengers would remain the same, such that dwell time would likely remain similar to existing conditions. In addition, emissions from bus acceleration and deceleration would likely decrease due to a reduction in the total number of stops. As a result, emissions related to dwell time as stops was omitted from this analysis.

It was also determined that the speed limit along Howard Street and Folsom Street within the analysis area is approximately 25 miles per hour (mph).⁽⁵⁾ This was essential in assigning EMFAC emission factors based on speed.

⁽⁵⁾ Speed limits on some SOMA streets lowered to 25 MPH <<http://sfappeal.com/news/2012/06/speed-limits-on-some-soma-streets-lowered-to-25-mph.php>>, SF Appeal (June 7, 2012). Accessed January 3, 2013.

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In order to calculate Scope 2 GHG emissions, the following data was required to simulate the operation of the existing and new bus parking facilities:

1. Type and size (ft²) of the structures located (or to be located) on each site;
2. Type of energy inputs that the structures use (or will use) (e.g., electricity and / or natural gas); and,
3. Size of each site (ft²).

Data on these analysis inputs was provided primarily by Golden Gate Transit, supplemented by measurements of the dimensions of the existing Mid-day Bus Parking Facility site using aerial images. The annual energy consumption from the structures and exterior lighting on both sites was estimated by multiplying the surface area of the structures and sites into the annual electric energy intensity (kWh/ft²/year) based on representative data from the CEUS (for all end users, for small office buildings less than 30,000 ft² and exterior lighting located in the PG&E service area).

Criteria Pollutant and GHG Emission Calculations

Since vehicles emit criteria pollutants at different rates based on speed, the EMFAC emission rates for the criteria pollutants were taken at 5 mph intervals from 0 mph to 25 mph and averaged to calculate a single emission factor for each pollutant. This blended average was used to better simulate diesel buses traveling at various speeds along the existing and proposed routes. Carbon dioxide emissions do not vary based on speed, so a single emission factor for urban buses was taken from EMFAC. Emissions factors based on speed for CH₄ and N₂O were not available from EMFAC and thus were taken from the LGOP for heavy-duty highway vehicles on a grams per mile (g/mi) basis.

The total daily bus VMT for existing and proposed routes (based on the information contained in Table 1 and Table 2) were multiplied into their respective emission factors based on mileage to derive the daily emissions for criteria pollutants and GHG emissions. For daily emissions, a weighted average was calculated for Basic Bus services, as the total number of trips is different for weekday and weekend schedules. In order to estimate annual emissions, the daily emissions were multiplied by 365 days / year for Basic Bus services and by 260 days / year (five days per week, 52 weeks per year) for Commute Bus services.

In order to estimate Scope 2 GHG emissions from the electricity use at the existing and new sites, the annual energy consumption values (derived from the CEC CEUS) were multiplied into the 2013 forecasted PG&E grid electricity emission factor for CO₂. As described earlier, utility-specific CH₄ and N₂O trace GHG emission factors were not available, so the California grid averages from CARB's LGOP were taken for these two gases.

The surface areas for the existing and new sites were then multiplied into the annual electric energy intensity for exterior lighting for miscellaneous uses located in the PG&E service area to calculate the annual energy consumption from lighting. The same calculation procedures and emission factors were used to estimate GHG emissions from the structures on the existing and new sites.

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Results and Significance Determination

Due to a legal judgment currently awaiting appeal, BAAQMD is not recommending use of its quantified significance thresholds for air pollutants of concern in its updated California Environmental Quality Act Air Quality Guidelines (May 2010) (“BAAQMD CEQA Guidelines”). As a result, the currently applicable BAAQMD CEQA air quality significance thresholds are based on the previous version of the BAAQMD CEQA Guidelines released in December 1999.

The BAAQMD CEQA Guidelines is an advisory document that provides lead agencies, consultants, and project applicants with uniform procedures for addressing air quality in environmental documents. In May 2010, BAAQMD updated the CEQA Guidelines with new quantitative thresholds for construction and operational-related criteria air pollutants and precursors, toxic air contaminants (TACs), and GHGs. However, in March 2012, the Alameda County Superior Court issued a judgment finding that the changes to the BAAQMD CEQA Guidelines qualify as a project under CEQA and that BAAQMD has not complied with CEQA as part of the adoption process. Therefore, at the time of this writing, BAAQMD is not recommending use of the updated 2010 CEQA Guidelines thresholds to evaluate air quality impacts. As a result, the thresholds of significance in the 1999 CEQA Guidelines must be relied upon to determine the significance of the Proposed Project’s air quality impacts in the interim.

Criteria Pollutant Emissions

Determination of whether or not the Proposed Project would result in air quality impacts requires a comparison of daily and annual emissions of criteria pollutants based on the VMT calculations for the baseline and Project scenarios (i.e., existing and proposed bus routes, respectively). The resulting net change in daily and annual criteria pollutant emissions as a result of the Project is summarized in Table 3.

Table 3: Net Change in Criteria Pollutant Emissions

Emissions Source	Net Change in Criteria Pollutant Emissions					
	Absolute Change (lbs / day or tons / year)					Percentage Change
	ROG	CO	NO _x	PM ₁₀	PM _{2.5}	
Daily Emissions						
Basic Bus Services	(0.39)	(1.43)	(4.62)	(0.10)	(0.09)	(57%)
Commute Bus Services	(0.32)	(1.20)	(3.86)	(0.08)	(0.08)	(37%)
Total	(1.27)	(4.71)	(15.19)	(0.32)	(0.30)	(46%)
Annual Emissions						
Basic Bus Services	(0.07)	(0.26)	(0.84)	(0.02)	(0.04)	(57%)
Commute Bus Services	(0.04)	(0.16)	(0.50)	(0.01)	(0.02)	(37%)
Total	(0.21)	(0.80)	(2.57)	(0.05)	(0.06)	(47%)

Source: AECOM, 2012.

Notes:

- ROG = reactive organic gases
- CO = carbon monoxide
- NO_x = nitrous oxides
- PM₁₀ = coarse particulate matter (diameter less than 10 µm)
- PM_{2.5} = fine particulate matter (diameter less than 2.5 µm)

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As shown in Table 3, the Project would reduce daily and annual criteria pollutant emissions from bus VMT within the analysis area under the baseline scenario by almost 50% for each pollutant as result of the proposed route changes. It should be noted that the Proposed Project would result in not only reduced VMT, but also a net reduction in the total number of bus stops, further reducing air emissions beyond the values summarized in Table 3, as described earlier.

Localized Impacts

The BAAQMD has prepared a screening methodology for determining project-related carbon monoxide (CO) concentrations using worst-case conditions. According to this methodology, projects would have a less-than-significant effect if they are consistent with an applicable congestion management program and would not increase traffic volumes at intersections handling more than 44,000 vehicles per hour (with certain exceptions for tunnels, parking garages, and other areas where mixing of air is limited).

As described in the Transportation and Circulation Technical Memorandum, cumulative traffic volumes at the affected intersections are well below those set for the CO screening methodology in the 2012 BAAQMD CEQA Guidelines, establishing that the Proposed Project would result in a less-than-significant impact to localized concentrations.

The BAAQMD has also prepared methods to determine whether there are local community risk and hazard impacts from projects for both new sources and new receptors. The two pollutants of concern in this analysis are emissions of TACs and fine particulate matter (PM_{2.5}). It is important to note, however, that the buses are existing sources—as a result, this qualitative analysis focuses on determining whether or not there are receptors near the proposed routes. The overall changes to the bus routes are minor, and will generally shrink the geographical scope of the existing routes and orient them along new alignments only a few blocks away from their original routes. Nevertheless, an observational TAC analysis was performed to determine if sensitive receptors (e.g. residential areas, parks, schools, senior centers, etc.) were present near the new routes, presenting a potential hazard to human health.

As indicated in the Transportation and Circulation Technical Memorandum, the routes for Basic Bus services in the analysis area would shrink substantially. There is only a small addition to the route where buses will turn right from southbound Beale Street to serve the new Transbay Transit Center Bus Plaza and then make a right onto northbound Fremont Street, where the buses will rejoin the existing route. No nearby sensitive receptors were identified along the added route segment.

Likewise, routes for Financial District and Civic Center Commute Bus services would also shrink substantially. For Financial District Commute Bus services, there is only a small addition to the route where buses will turn left onto southbound Fourth Street and then travel approximately two and one-half blocks to make a left onto Perry Street and into the new Mid-day Bus Parking Facility. The buses will then exit onto northbound Third Street, traveling approximately one and one-half blocks before turning right onto eastbound Folsom Street to rejoin the existing route alignment. An existing day care center was identified at the corner of Fourth Street and Folsom Street, but subsequent research indicates that this center was established in 1970. The center is situated only one-and-a-half blocks from the existing route for Golden Gate Transit buses, but no indication of health risk was mentioned in the original addendum to the Transbay EIS / EIR, published in 2004.

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The Civic Center Commute Bus services are the only services expected to see an expansion in geographical scope, as indicated in the Transportation and Circulation Technical Memorandum. The new route segments proposed for these services are already part of existing routes for both Basic Bus and Financial District Commute Bus services. Because of this route overlap, there would be no new exposure of TAC or PM_{2.5} emissions to receptors.

These observations of reductions in total bus VMT and overlapping route segments between the existing and proposed routes show that the Proposed Project will either maintain or reduce the pollutant concentration exposure for sensitive receptors, indicating a less-than-significant impact for local community risk and hazard impacts.

In addition to low cumulative traffic volumes, reduced bus VMT, and overlapping route segments between the existing and proposed routes, the Proposed Project will result in a net decrease in the number of bus stops from the existing routes. Therefore, the Proposed Project can be safely considered a less-than-significant impact based on the air quality checklist in Appendix G of the CEQA Guidelines.

Climate Change Impacts

As explained previously, BAAQMD is not currently recommending use of the updated 2010 CEQA Guidelines thresholds to evaluate air quality impacts, instead directing lead agencies, consultants, and project applicants to use the thresholds of significance in the 1999 BAAQMD CEQA Guidelines. However, since the 1999 CEQA Guidelines lack GHG emissions thresholds and guidance, discretion lies within the lead agency to determine a project's climate change impacts. In order to determine the significance of any potential climate change impacts generated by the Proposed Project, the net change in GHG emissions was evaluated, as summarized in Table 4.

Table 4 shows that total GHG emissions are expected to decrease by 49 percent from the baseline as result of the Proposed Project. As a result, the Proposed Project is not expected to have an adverse contribution to significant cumulative impacts related to global climate change as found in the Greenhouse Gas Emissions Checklist in Appendix G of the CEQA Guidelines.

Table 4: Net Change in GHG Emissions

Emissions Source	Net Change in GHG Emissions	
	Carbon Dioxide Equivalent (CO ₂ e) (metric tons / year)	Percentage Change
Basic Bus Services	(158.05)	(57%)
Commute Bus Services	(93.96)	(37%)
Modular Office	(51.93)	(89%)
Exterior Lighting	(4.38)	(14%)
Total	(308.32)	(49%)

Source: AECOM, 2012.

Conclusion

Based on the above analysis, the Proposed Project is expected to result in less-than-significant impacts to air quality and GHG emissions.

Memorandum

To	Daniel Ng, PE Golden Gate Bridge, Highway and Transportation District	Pages	15
cc	John Eberle, PE Maurice Palumbo, PE		
Subject	Transbay Terminal EIR / EIS Addendum: Golden Gate Transit San Francisco Mid-Day Bus Parking Facility – Noise and Vibration		
From	Jeffrey Chan, PTP Issa Mahmodi, A.M. ASCE		
Date	March 1, 2013		

This memorandum summarizes the existing and future-year conditions technical analyses relating to noise and vibration for Golden Gate Transit's new San Francisco Mid-day Bus Parking Facility. The analysis efforts described in this memorandum will be incorporated into an addendum to the Final Transbay Terminal / Caltrain Downtown Extension / Redevelopment Project Environmental Impact Statement / Environmental Impact Report (SCH #95063004) ("Transbay EIS / EIR"), originally published in March 2004.

As part of the replacement of the Transbay Terminal with the new Transbay Transit Center and the redevelopment of the surrounding area (the "Transbay Redevelopment Project"), Golden Gate Transit's previous San Francisco Mid-day Bus Parking Facility—located on the block bounded by Main Street, Beale Street, Howard Street, and Folsom Street—was proposed for relocation to the Project site, on the block bounded by Third Street, Fourth Street, Perry Street, and Stillman Street (under the Bay Bridge). However, in order to facilitate demolition of the Transbay Terminal and construction of the new Transbay Transit Center as well as the retrofit of the West Approach of the San Francisco–Oakland Bay Bridge, Golden Gate Transit's Mid-day Bus Parking Facility was temporarily relocated to its current location at Eighth Street and Harrison Street, freeing up space to construct the Temporary Transit Terminal for use by AC Transit, WestCAT, and Greyhound services while work proceeded on the future terminal building.

The Proposed Project represents the process of moving the Golden Gate Transit Mid-day Bus Parking Facility from its temporary location at Eighth Street and Harrison Street to the last planned location at the Project site. The proposed parking facility move is expected to yield a reduction in bus-related noise exposure in the vicinity of Eighth Street and Harrison Street, and an increase in bus-related noise exposure in the vicinity of the Project site. The effects of the proposed parking facility move, with respect to noise exposure, are studied in the following.

Applicable Impact Criteria

Federal Transit Administration

The Federal Transit Administration (FTA) has developed a methodology and significance criteria to evaluate noise impacts from surface transportation modes (i.e., passenger cars, trucks, buses, and rail), detailed in Transit Noise and Vibration Impact Assessment ("FTA Guidelines") (May 2006). The incremental noise level increase criteria included within the FTA Guidelines are based on studies of annoyance in communities

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affected by transportation noise prepared by the United States Environmental Protection Agency (EPA), and are summarized in Table 1.

Table 1: FTA Impact Criteria for Noise-Sensitive Uses

Existing Day-Night Noise Level (L_{dn}) (dBA)	Allowable Noise Level Increase (dB)	
	Residences and Buildings Where People Normally Sleep ⁽¹⁾	Institutional Land Uses with Primarily Daytime and Evening Uses ⁽²⁾
45	8	12
50	5	9
55	3	6
60	2	5
65	1	3
70	1	3
75	0	1
80	0	0

Source: Transit Noise and Vibration Impact Assessment, Federal Transit Administration, 2006.

Notes:

- ⁽¹⁾ This category includes residences, hospitals, and hotels where a nighttime sensitivity to noise is assumed to be of utmost importance.
- ⁽²⁾ This category includes schools, libraries, theaters, and churches where it is important to avoid interference with activities such as speech, meditation, and concentration on reading material.

The scientific rationale for the choice of these criteria is explained in the FTA Guidelines. Starting from the EPA's definition of minimal noise impact as a 5 dB change from an established protective ambient level, the FTA extended the EPA's incremental impact criteria to higher baseline ambient levels. As baseline ambient levels increase, the allowable noise level increase is reduced to limit community annoyance (e.g., in residential areas with a baseline ambient noise level of 50 dBA L_{dn} , a 5 dB increase in noise levels would be acceptable, while at 70 dBA L_{dn} , only a 1 dB increase would be allowed).

The FTA has also developed guidelines for assessing the significance of ground-borne vibration produced by transportation sources and construction activity. Vibration impact criteria are summarized in Table 2.

These vibration criteria are related to ground-borne vibration levels that are expected to result in human annoyance, and are based on root mean square (RMS) velocity levels expressed in VdB. FTA experience with community response to ground-borne vibration indicates that when there are only a few train or bus events per day, higher vibration levels are needed to evoke the same community response that would be expected from more frequent events generating a similar level of vibration. The FTA criteria take this phenomenon into account by distinguishing between projects with "frequent" and "infrequent" events, where frequent is defined as more than 70 events per day.

To address the potential for structural damage to fragile buildings, Section 12.2.2 of the FTA Guidelines also recommends vibration impact thresholds of 0.2 in/sec peak particle velocity (PPV) (approximately 100 VdB) for fragile buildings and 0.12 in/sec PPV (approximately 95 VdB) for extremely fragile buildings. In this case, the FTA's general assessment criteria listed in Table 2 are more restrictive, and will therefore be used to assess Project effects in this analysis.

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Table 2: FTA Impact Criteria for Ground-borne Vibration (General Assessment)

Land Use Category	Impact Levels (VdB; relative to 1 μ m/sec)		
	Frequent Events ⁽¹⁾	Occasional Events ⁽²⁾	Infrequent Events ⁽³⁾
Category 1 Buildings where vibration would interfere with interior operations	65 ⁽⁴⁾	65 ⁽⁴⁾	65 ⁽⁴⁾
Category 2 Residences and buildings where people normally sleep	72	75	80
Category 3 Institutional land uses with primarily daytime uses	75	78	83

Source: Transit Noise and Vibration Impact Assessment, Federal Transit Administration, 2006.

Notes:

- ⁽¹⁾ Defined as more than 70 vibration events of the same source per day.
- ⁽²⁾ Defined as between 30 and 70 vibration events of the same source per day.
- ⁽³⁾ Defined as fewer than 30 vibration events of the same source per day.
- ⁽³⁾ This criterion limit is based on levels that are acceptable for most moderately sensitive equipment such as optical microscopes.

San Francisco General Plan

The San Francisco General Plan provides long-term guidance and policies for maintaining and improving the quality of life and the man-made and natural resources of the community. In particular, the Environmental Protection Element of the San Francisco General Plan is concerned primarily with avoiding or mitigating the adverse effects of transportation noise, and contains the following objectives and policies relevant to this analysis:

Objective 11: Promote land uses that are compatible with various transportation noise levels.

Policy 11.1 Discourage new uses in areas in which the noise level exceeds the noise compatibility guidelines for that use.

Policy 11.3 Locate new noise-generating development so that the noise impact is reduced.

The “Land Use Compatibility Chart for Community Noise” included in Policy 11.1 establishes the compatibility of different land use types within a range of ambient noise levels.

For residential uses:

- Noise exposure is considered “satisfactory, with no special noise insulation requirements” where the L_{dn} is 60 dBA or less.
- “New construction or development should be undertaken only after a detailed analysis of noise reduction requirements is made and needed noise insulation features included in the design” where the L_{dn} is between 60 dBA and 70 dBA.
- “New construction or development should generally be discouraged” where the L_{dn} is above 65 dBA.

For other noise-sensitive uses (i.e., schools, libraries, churches, hospitals, nursing homes):

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- Noise exposure is considered “satisfactory, with no special noise insulation requirements” where the L_{dn} is 65 dBA or less.
- “New construction or development should be undertaken only after a detailed analysis of noise reduction requirements is made and needed noise insulation features included in the design” where the L_{dn} is between 62 dBA and 70 dBA.
- “New construction or development should generally not be undertaken” where the L_{dn} is above 65 dBA.

The Land Use Compatibility Chart for Community Noise is illustrated in Figure 1.

San Francisco Noise Ordinance

The San Francisco Noise Ordinance (Article 29, San Francisco Police Code, Section 2900) specifically recognizes that adverse effects on a community can arise from noise sources such as transportation, construction, mechanical equipment, entertainment, and human and animal behavior. In particular, the San Francisco Noise Ordinance makes the following declaration:

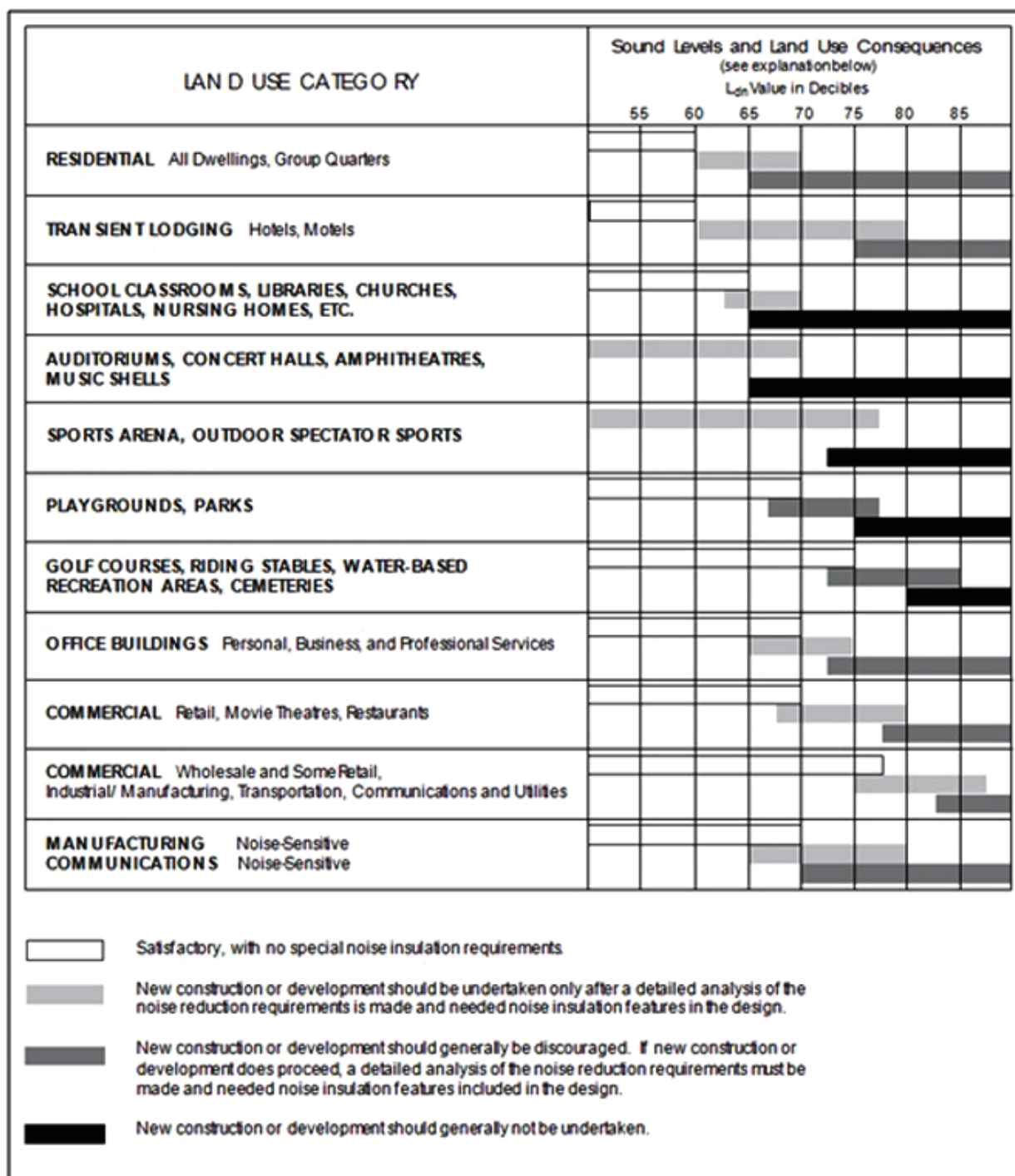
It shall be the policy of San Francisco to maintain noise levels in areas with existing healthful and acceptable levels of noise and to reduce noise levels, through all practicable means, in those areas of San Francisco where noise levels are above acceptable levels as defined by the World Health Organization's Guidelines on Community Noise.

Section 2909 of the San Francisco Noise Ordinance limits noise from a fixed source⁽¹⁾ from causing the noise level measured inside any sleeping or living room in any dwelling unit located on residential property to 45 dBA between the hours of 10:00 PM to 7:00 AM or 55 dBA between the hours of 7:00 AM to 10:00 PM with windows open except where building ventilation is achieved through mechanical systems that allow windows to remain closed. It is assumed that these noise level limits are represented by the hourly L_{eq} descriptor (hourly average level).

Noise Level Measurements

AECOM performed ambient noise level measurements near existing noise-sensitive uses in the vicinity of the proposed Mid-Day Bus Parking Facility and along the proposed bus routes on Monday, January 7, 2013 and Tuesday, January 8, 2013.

⁽¹⁾ By definition, the San Francisco Noise Ordinance (Section 2901(e)) states that “fixed source” refers to a machine or device capable of creating a noise level at the property upon which it is regularly located, including but not limited to industrial and commercial process machinery and equipment, pumps, fans, air-conditioning apparatus, or refrigeration machines. In this case, stationary, idling buses within the Project site are considered fixed (or stationary) noise sources.



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Measurement Equipment

Two sound level meters—Larson-Davis Laboratories (LDL) Model 820, Class 1 (Precision) sound level meters (serial number (SN) 820A1176 and SN 820A1298)—were used to measure ambient noise levels in the study area. The meters were programmed to record A-weighted sound levels using a “slow” response and calibrated immediately before use with LDL Model CAL200 calibrators (SN 2876 and SN 1176).

Short-Term Noise Level Measurements

Short-term (15-minute) noise level measurements and concurrent traffic counts were conducted at roadway segments affected by the proposed bus routes. These measurements were completed on the two survey days, between 10:00 AM and 6:00 PM when traffic was free-flowing. Two of these measurements and counts were used to “calibrate” the Federal Highway Administration (FHWA) Traffic Noise Model (TNM) Version 2.5, which was used to predict traffic noise levels in the Project vicinity. The short-term noise level measurement locations are shown in Figure 2.

For the traffic counts, vehicles were classified as automobiles, medium-duty trucks, motorcycles, and buses. An automobile was defined as a vehicle with two axles and four tires, primarily designed to carry passengers—small vans and light trucks were included in this category. Medium-duty trucks were defined as all cargo vehicles with two axles and six tires, while heavy-duty trucks were defined as all vehicles with three or more axles. Observed traffic speeds on the studied roadways ranged from 25 miles per hour (mph) to 35 mph.

Long-Term Noise Level Measurements

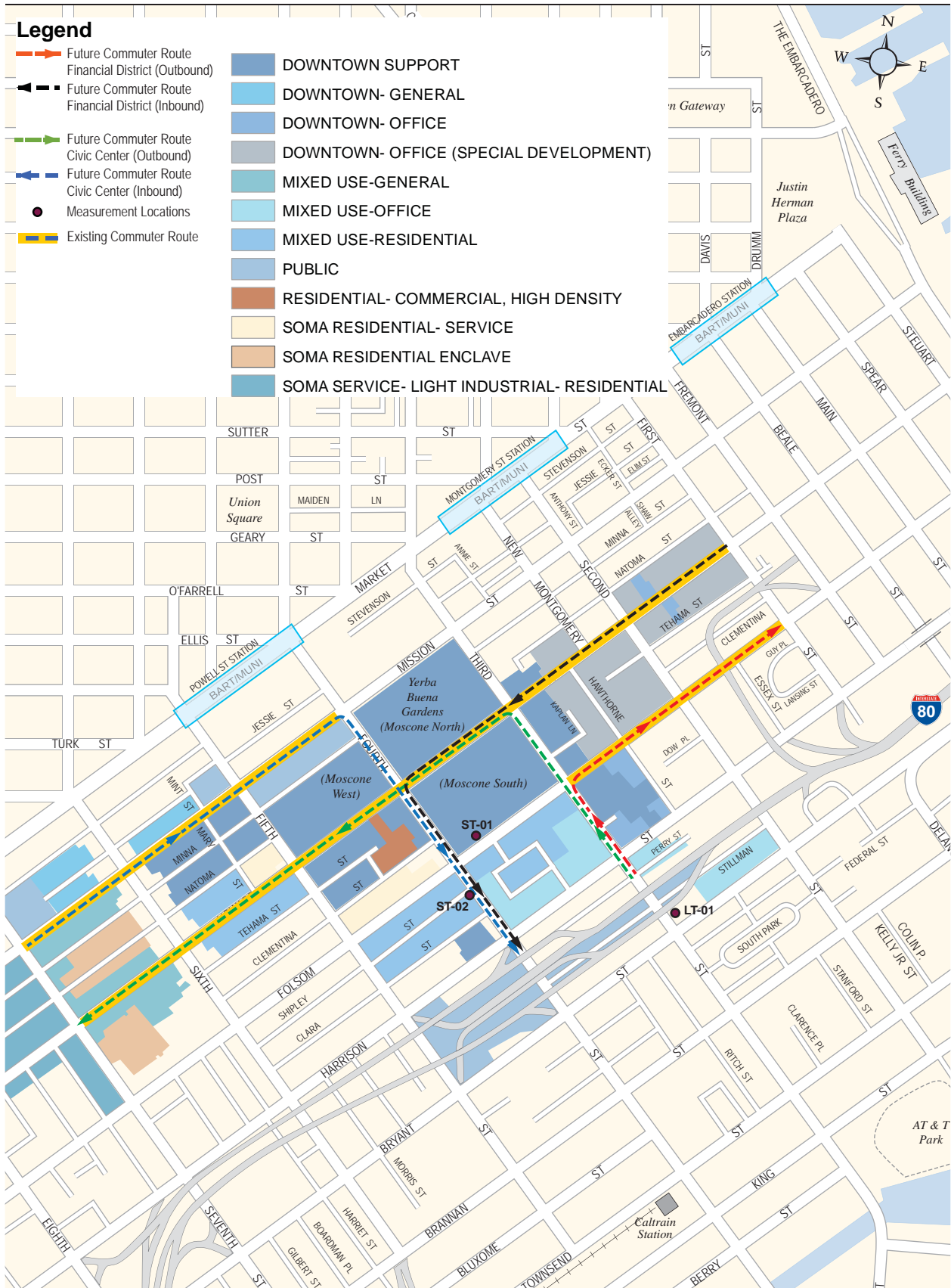
Long-term (24-hour) noise level measurements were taken in the vicinity of the Project site, at the residential property on the southeast corner of the Third Street / Stillman Street intersection. The measurement equipment was positioned on the third-floor fire escape, more than five feet removed from the residential building façade, a location representative of the closest noise-sensitive receivers to the Mid-Day Bus Parking Facility. The long-term measurement location is illustrated in Figure 2.

Measurement Results

The primary source of noise in the study area is traffic on local roadways, including traffic on the Bay Bridge (Interstate 80). Because of the constant traffic flow on the roadways, the short-term measurement intervals were sufficient to characterize hourly traffic noise levels. The results of the short-term and long-term noise measurements are summarized in Table 3 and Table 4, respectively.

As shown in Table 3, average noise levels (L_{eq}) measured along the existing and proposed Golden Gate Transit bus routes range from 64 dBA to 71 dBA. These levels are typical of a dense urban environment, particularly areas near major highways and arterials.

Day-night average sound levels (L_{dn}) were calculated based on the measured hourly L_{eq} noise level data. The L_{dn} is the 24-hour L_{eq} with a 10 dB “penalty” applied to noise levels during the noise-sensitive nighttime hours (10:00 PM to 7:00 AM). As shown in Table 4, the calculated L_{dn} at the long-term measurement site was 81 dBA. Similarly, hourly equivalent noise levels (hourly L_{eq}) ranged from 70 dBA to 79 dBA at this location during the measurement session. These levels are also typical of dense urban areas, similar to the results of the short-term noise level measurements.



Noise Level Measurement Locations

Figure 2

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Table 3: Short-Term Noise Level Measurement Results

Location	Date	Start Time	Duration	Noise Level (dBA)	
				Hourly Energy-Equivalent (L _{eq})	Maximum (L _{max})
ST-01	01/07/2013	15:39	15 minutes	71	88
ST-02		16:11		66	77
ST-03	01/08/2013	09:50		68	85
ST-04		10:21		68	80
ST-05		10:45		69	83
ST-06		11:17		68	79
ST-07		02:52		65	79
ST-08		13:39		64	77
ST-09		14:10		67	74

Source: AECOM, 2013.

Noise and Vibration Analyses

Traffic Noise

As mentioned above, all traffic noise modeling completed for this study utilized the FHWA's TNM, a computer model based on two FHWA reports: FHWA-PD-96-009 and FHWA-PD-96-010 (FHWA 2004). Key inputs to the TNM include the locations of roadways; vehicle volumes, speeds, and types; shielding features (e.g., topography and buildings); ground types; and receptor locations. Three-dimensional representations of these inputs were developed using available computer-aided design drawings, aerial photography, and topographic contours.

Model Calibration

The purpose of model calibration is to “fine-tune” the prediction model to actual site conditions that are not adequately accounted for by the model. Calibration is performed by algebraically adding a constant, or K-factor, to the noise level calculated in TNM 2.5. The magnitude of K-factors initially is determined by the difference between measured and modeled noise levels at specific points. Calibration factors may be positive or negative. Additional factors may be applied, based on the experience and judgment of the noise analyst performing the analysis. Two short-term noise level measurement locations (Site ST-01 and Site ST-02) were used for model calibration. These calibration results are summarized in Table 5.

As shown in Table 5, the results of the traffic noise modeling relative to the measured conditions show an accuracy of 2 dB. As FHWA policy for modeling using TNM 2.5 states that “no adjustments should be made for differences less than 3 dB” (FHWA 2004), no calibration offsets or adjustments were applied.

Model Results

TNM was used to estimate the subtle changes in traffic noise levels associated with the proposed Golden Gate Transit Mid-Day Bus Parking Facility. In this case, the facility would be moved from its current location

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at Eighth Street and Harrison Street to the new location at Third Street and Perry Street, resulting in slight changes to bus routes in the vicinity of the site and introducing new bus-related traffic noise.

Table 4: Long-Term Noise Level Measurement Results

Time	Noise Level	
	Hourly Energy-Equivalent (dBA, L_{eq})	Average (Equivalent) (dBA)
07:00	76	Daytime noise level (L_D): 76
08:00	75	
09:00	78	
10:00	77	
11:00	77	
12:00	77	
13:00	76	
14:00	74	
15:00	76	
16:00	77	
17:00	72	
18:00	75	
19:00	79	
20:00	76	
21:00	76	
22:00	75	Nighttime noise level (L_N): 74
23:00	74	
00:00	72	
01:00	71	
02:00	70	
03:00	70	
04:00	72	
05:00	75	
06:00	77	
Day-Night (L_{dn})		81

Source: AECOM, 2013.

Table 5: Model Calibration Results

Location	Energy-Equivalent Noise Level (dBA, L_{eq})		K-factor (dB)
	Measured	Modeled	
ST-01	71.0	70.1	0.9
ST-02	65.6	63.6	2.0

Source: AECOM, 2013.

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Traffic noise levels were calculated for Existing Conditions and Existing plus Project Conditions. Weekday PM peak hour turning movement counts at selected intersections along the proposed bus routes (oldest counts dating from 2007 and 2008) were multiplied by a factor of ten to estimate the average daily traffic (ADT) volumes needed to assess noise exposure in terms of the 24-hour noise level metric (L_{dn}). The calculated ADT volumes were inputted into TNM to calculate day-night average noise levels at selected receiver points along the proposed bus routes through the Project area, illustrated in Figure 3.

Receivers were modeled at a height of five feet above the ground (roadway) elevation at exterior locations. Vehicle mixes on all study area roadways were assumed to be the same as those counted during the short-term noise level measurement surveys.

Predicted noise levels for Existing Conditions and Existing plus Project Conditions at all receiver locations are shown in Table 6.

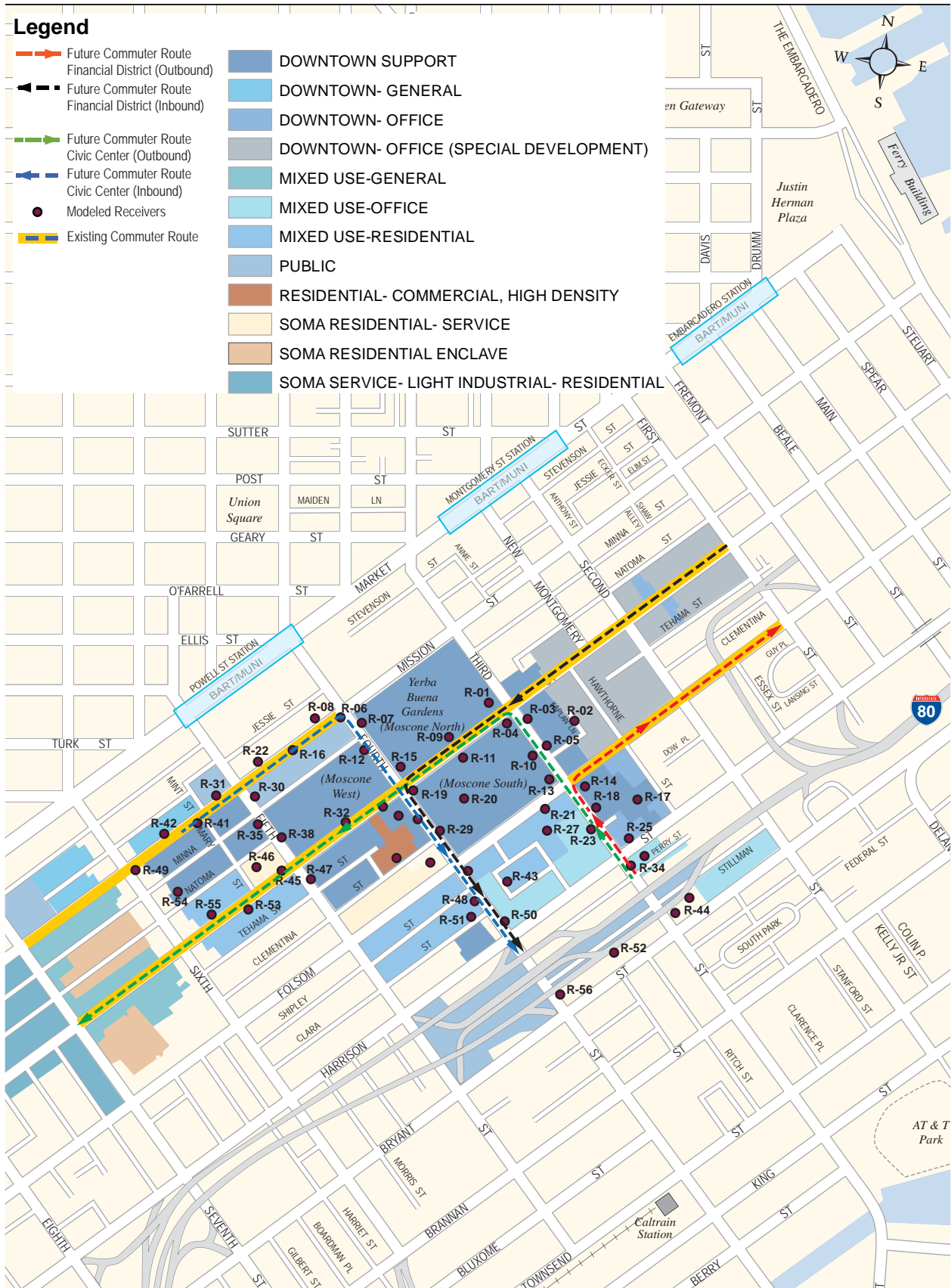
It should be noted that receivers R-02, R-17, R-20, R-27, R-28, R-33, R-35, R-37, R-43, R-46, R-51, R-52, and R-54 were modeled in the second rows of the buildings to predict the noise levels at noise sensitive areas behind the buildings. As shown in Table 6, the noise levels at these second-row receivers range from 26 dBA L_{dn} to 59 dBA L_{dn} under Existing Conditions, while predicted L_{dn} noise levels at noise-sensitive areas directly exposed to existing traffic are predicted to range from 64 dBA L_{dn} to 75 dBA L_{dn} .

Comparing the existing predicted noise levels to the applicable noise exposure criteria from the San Francisco General Plan (Objective 11), the existing noise levels in most areas within the Project vicinity already exceed the standard of 60 dBA L_{dn} for residential uses and 65 dBA L_{dn} for other noise-sensitive uses. However, the expected increase in traffic noise exposure attributable to the Project—no more than 0.2 dB, as shown in Table 6—would not be substantial in relation to the applicable San Francisco General Plan criteria of 60 dBA L_{dn} and 65 dBA L_{dn} or to the FTA noise level increase criteria summarized in Table 1.

Noise at the Mid-Day Bus Parking Facility

The proposed Mid-Day Bus Parking Facility, located underneath the West Approach of the San Francisco–Oakland Bay Bridge on the block bounded by Third Street, Fourth Street, Perry Street, and Stillman Street, will be used to store Commute Bus buses during the weekday midday period, eliminating the need for buses to deadhead to and from Golden Gate Transit's other yards in the North Bay. Buses at the Mid-Day Bus Parking Facility would generate noise when idling (i.e., engines powered but not in motion), but this noise exposure would be mitigated by the proposed twelve-foot-tall sound wall on the Stillman Street and Third Street sides of the Project site. This sound wall is expected to adequately mitigate facility noise exposure (including idling buses) at the closest neighboring residences on Stillman Street, resulting in noise levels well below measured daytime ambient levels in the Project area.

As required by the Transbay EIS / EIR, the proposed sound wall would incorporate acoustical absorption in order to mitigate reflected sound energy from buses, local traffic, and other community noise sources. Without this sound absorption component of the barrier, reflected sound would likely substantially increase noise exposure relative to the ambient condition, adversely affecting noise-sensitive uses on Stillman Street.



Modeled Receivers

Figure 3

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Table 6: Predicted Noise Levels

Receiver	Predicted Noise Level (dBA L _{dn})		Net Change in Noise Level (dBA L _{dn})	Exceeds Criteria Under Existing Conditions?
	Existing Conditions	Existing plus Project Conditions		
R-01	69.3	69.3	0.0	Yes
R-02	26.2	26.2	0.0	No (Shielded)
R-03	75.2	75.2	0.0	Yes
R-04	69.6	69.7	0.1	Yes
R-05	72.7	72.7	0.0	Yes
R-06	71.8	71.8	0.0	Yes
R-07	71.4	71.4	0.0	Yes
R-08	67.2	67.2	0.0	Yes
R-09	66.8	66.8	0.0	Yes
R-10	66.8	66.8	0.0	Yes
R-11	65.0	65.0	0.0	Yes
R-12	72.7	72.7	0.0	Yes
R-13	69.0	69.0	0.0	Yes
R-14	70.3	70.4	0.1	Yes
R-15	70.7	70.7	0.0	Yes
R-16	69.7	69.7	0.0	Yes
R-17	39.6	39.6	0.0	No (Shielded)
R-18	71.8	71.8	0.0	Yes
R-19	73.3	73.3	0.0	Yes
R-20	30.3	30.4	0.1	No (Shielded)
R-21	60.2	60.2	0.0	Yes
R-22	68.5	68.5	0.0	Yes
R-23	69.5	69.6	0.1	Yes
R-24	73.7	73.7	0.0	Yes
R-25	67.6	67.6	0.0	Yes
R-26	74.2	74.2	0.0	Yes
R-27	45.0	45.0	0.0	No (Shielded)
R-28	29.7	29.7	0.0	No (Shielded)
R-29	70.4	70.4	0.0	Yes
R-30	63.5	63.5	0.0	Yes
R-31	71.2	71.3	0.1	Yes
R-32	73.8	73.8	0.0	Yes
R-33	27.1	27.2	0.1	No (Shielded)
R-34	75.3	75.3	0.0	Yes
R-35	58.7	58.7	0.0	No (Shielded)
R-36	65.8	65.9	0.1	Yes
R-37	30.2	30.3	0.1	No (Shielded)
R-38	61.2	61.2	0.0	Yes
R-39	64.6	64.6	0.0	Yes

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Receiver	Predicted Noise Level (dBA L _{dn})		Net Change in Noise Level (dBA L _{dn})	Exceeds Criteria Under Existing Conditions?
	Existing Conditions	Existing plus Project Conditions		
R-40	71.3	71.4	0.1	Yes
R-41	67.9	68.0	0.1	Yes
R-42	68.0	68.1	0.1	Yes
R-43	54.1	54.1	0.0	No (Shielded)
R-44	70.9	70.9	0.0	Yes
R-45	71.3	71.2	(0.1)	Yes
R-46	57.9	57.8	(0.1)	No (Shielded)
R-47	65.1	65.0	(0.1)	Yes
R-48	74.2	74.3	0.1	Yes
R-49	67.2	67.3	0.1	Yes
R-50	75.0	75.1	0.1	Yes
R-51	36.0	36.1	0.1	No (Shielded)
R-52	58.3	58.3	0.0	No (Shielded)
R-53	72.8	72.8	0.0	Yes
R-54	26.7	26.7	0.0	No (Shielded)
R-55	70.1	70.1	0.0	Yes
R-56	70.1	70.3	0.2	Yes

Source: AECOM, 2013.

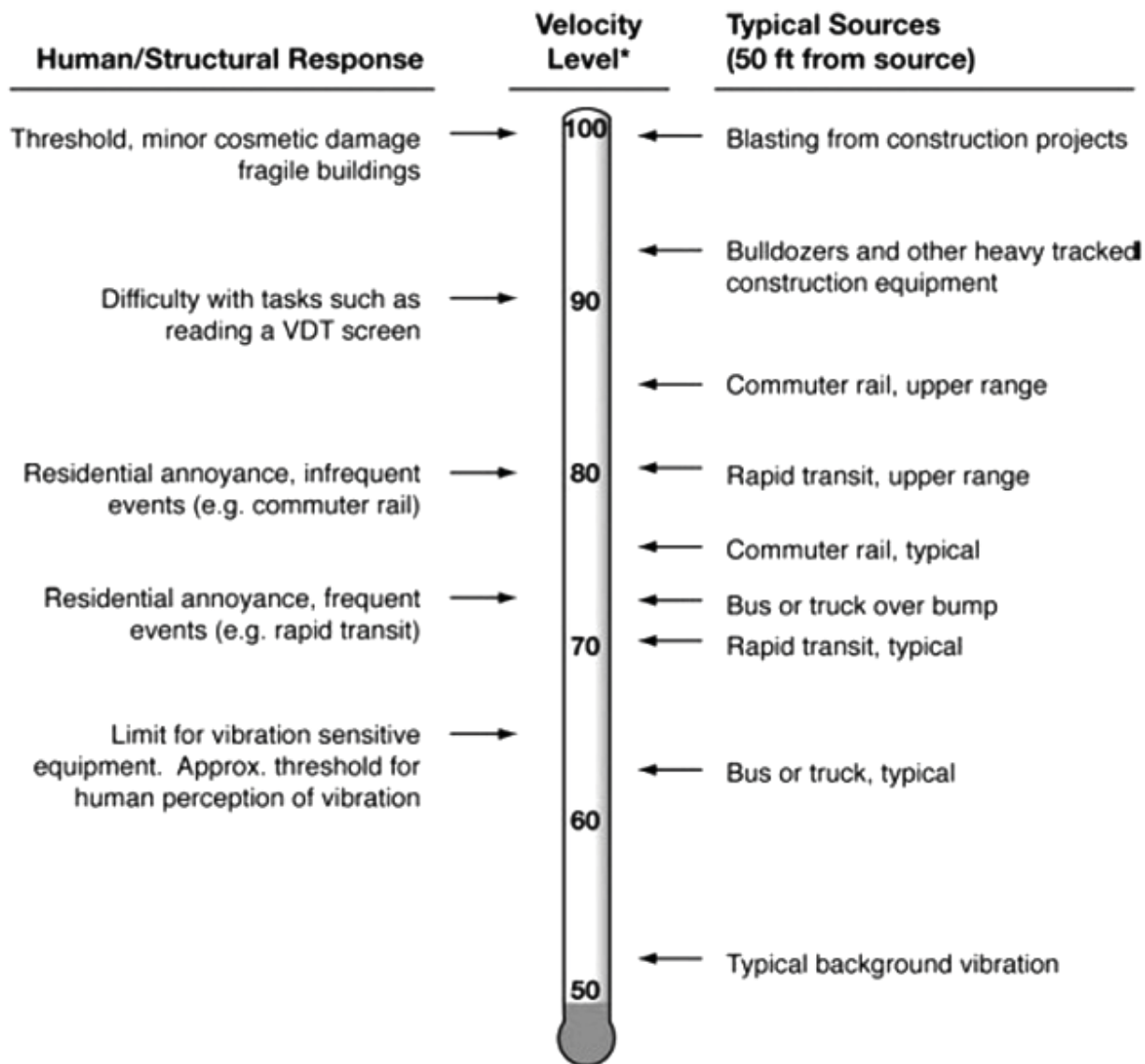
Vibration from Passing Buses

Ground-borne vibration can be a serious concern for nearby neighbors of a transit system, causing buildings to shake and rumbling sounds to be heard indoors. Ground-borne vibration associated with vehicle movements is usually the result of uneven interactions between the wheel and the road or rail surfaces. Examples of such interactions (and subsequent vibrations) include train wheels over a jointed rail, an untrue rail car wheel with “flats”, and motor vehicle wheels hitting a pothole or manhole cover.

Unlike noise, which travels in air, transit vibration typically travels along the surface of the ground. Depending on the geological properties of the surrounding ground and the type of building structure exposed to transit vibration, vibration propagation may be more or less efficient. Buildings with a solid foundation set in bedrock are “coupled” more efficiently to the surrounding ground and experience relatively higher vibration levels than those buildings located in sandier soil.

Vibration induced by vehicle pass-bys can generally be discussed in terms of displacement, velocity, or acceleration. However, human responses and responses by monitoring instruments and other objects are more accurately described with velocity. Therefore, the vibration velocity level is used to assess vibration effects. To describe the human response to vibration, the average vibration amplitude, or RMS velocity, is used, expressed in terms of inches per second (in/sec) or decibels (VdB). All VdB vibration levels are referenced to 1 µin/sec.

Typical ground-borne vibration levels from transit and other common sources are shown in Figure 4.



* RMS Vibration Velocity Level in VdB relative to 10^{-6} inches/second

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In general, the vibration threshold of human perceptibility is approximately 65 VdB, as shown in Figure 4. Vibration levels in the range of 70 to 75 VdB are often noticeable but acceptable. Beyond 80 VdB, vibration levels are often considered unacceptable by building occupants, as described in the FTA Guidelines.

The Project would not include significant stationary sources of ground-borne vibration, such as heavy equipment operations, but operational ground-borne vibration in the Project vicinity would be generated by vehicular travel on local roadways and access streets. However, the rubber tires and suspension systems of buses provide vibration isolation, attenuating the vibration forces such that the resulting ground vibration is almost always below the threshold of human perception. In particular, the typical ground-borne vibration produced by a passing bus or truck is generally less than 65 VdB at 50 feet, and would, therefore, be imperceptible to sensitive receptors near the proposed routes, as the distance from the nearest sensitive receptor to the routes would be more than 50 feet, and associated vibration levels at these receivers would be less than the 65 VdB “human perceptibility” criterion.

In general, it is unusual for buses to cause ground-borne noise or vibration issues. When buses cause effects such as rattling of windows, the source is almost always airborne noise. In addition, even when vibration from vehicular traffic is perceptible, the cause can generally be traced to irregularities in the roadway surface such as potholes, bumps, misaligned expansion joints, or other discontinuities in the road surface. Removal of these discontinuities (e.g., smoothing bumps or filling in potholes) will usually solve vibration issues.

Summary and Conclusions

To satisfy the City’s noise compatibility criteria for uses adjacent to the proposed bus routes, exterior noise exposure at the identified noise-sensitive uses should not exceed 60 dB L_{dn} for residential uses and 65 dB L_{dn} for schools, places of worship, and other non-residential uses that would be considered noise-sensitive. In general, noise exposure along the proposed routes currently exceeds the City’s noise exposure limits, but noise levels with the Project as predicted by TNM would not represent a substantial increase above Existing Conditions. Noise from idling buses at the Project site would be mitigated by the proposed sound wall, which would reduce noise exposure well below the measured daytime ambient levels in the Project area.

Vibration levels associated with passing buses on the proposed bus routes would also not be expected to exceed the applied FTA criterion of 65 VdB at the closest residential or noise-sensitive receptors, as the buses would have sufficient vibration isolation such that ground-borne vibration would be imperceptible to these receptors. Any perceived vibration can generally be traced to discontinuities in the road surface, which can be repaired to reduce the vibration to levels below human perception.

As a result, the Project’s effects related to noise and vibration are expected to be negligible.

Memorandum

To	Daniel Ng, PE Golden Gate Bridge, Highway and Transportation District	Pages	21
CC	John Eberle, PE Maurice Palumbo, PE		
Subject	Transbay Terminal EIR / EIS Addendum: Golden Gate Transit San Francisco Mid-Day Bus Parking Facility – Transportation and Circulation (Final)		
From	Jeffrey Chan, PTP Anthony Mangonon		
Date	January 16, 2013		

This memorandum summarizes the existing and future-year conditions technical analysis relating to transportation and circulation for Golden Gate Transit’s new San Francisco Mid-day Bus Parking Facility. The analysis efforts described in this memorandum will be incorporated into a seventh addendum to the Final Transbay Terminal / Caltrain Downtown Extension / Redevelopment Project Environmental Impact Statement / Environmental Impact Report (SCH #95063004) (“Transbay EIS / EIR”), originally published in March 2004.

Existing Golden Gate Transit Operations

Bus Routes

The Golden Gate Bridge, Highway and Transportation District (“District”) owns, maintains, and operates all Golden Gate Transit bus services in San Francisco. Existing Golden Gate Transit operations in San Francisco consist of two types of services: “Basic Bus” services operate seven days a week, during both peak and off-peak periods, while “Commute Bus” services operate during weekday peak periods inbound into Downtown San Francisco in the mornings and outbound from Downtown San Francisco towards Marin and Sonoma Counties in the evenings. Existing Golden Gate Transit service in San Francisco is summarized in Table 1.

Basic Bus services (Routes 10, 70, 80, 101 and 101X) operate to and from Downtown San Francisco via Van Ness Avenue and Mission Street, with route alignment and stop locations in Downtown San Francisco as illustrated in Figure 1a. In the inbound direction, all Basic Bus services travel eastbound along Mission Street to the Temporary Transbay Terminal (on the block bounded by Howard Street, Folsom Street, Main Street, and Beale Street) before turning onto westbound Howard Street towards the existing Mid-day Bus Parking Facility (located at Eighth Street and Harrison Street), with the exception of one weekday (i.e., Mondays through Fridays, except holidays) run and one weekend (i.e., Saturdays, Sundays, and holidays) run on Route 70, which continue south on Eighth Street past Mission Street directly to the current Mid-day Bus Parking Facility.

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Table 1: Golden Gate Transit Service in San Francisco

Routes	Scheduled Daily Trips			
	Weekday ⁽¹⁾		Weekend ⁽²⁾	
	Inbound	Outbound	Inbound	Outbound
Basic Bus Services				
10 Strawberry – Marin City – Sausalito	13	14	11	11
70 Novato – San Rafael – Marin City	17	21	17	19
80 Santa Rosa – Rohnert Park – Cotati – Petaluma – Novato – San Rafael – Marin City	6	6	19	18
101 Santa Rosa – Rohnert Park – Cotati – Petaluma – Novato – San Rafael	14	17	9	10
101X Santa Rosa – Rohnert Park – Cotati – Petaluma	2	1		
Subtotal	52	59	56	58
Commute Bus Services				
2 Marin Headlands – Marin City (Drake Avenue & Cole Drive) – Sausalito	6	4		
4 East Blithedale & Tower – Mill Valley Depot – Tam Junction – Manzanita Park & Ride	21	22		
8 Tiburon – Belvedere – Strawberry	2	1		
18 College of Marin – Larkspur – Corte Madera	7	7		
24 Manor – Fairfax – San Anselmo – Ross – Kentfield – College of Marin – Greenbrae	15	13		
27 San Anselmo – San Rafael	9	5		
38 Terra Linda – Northgate Mall	4	4		
44 Marinwood – Lucas Valley – San Rafael Transit Center	2	2		
54 San Marin – Novato	12	13		
56 Novato – San Marin – San Marin Drive – Rowland Boulevard Park & Ride	5	6		
58 Novato – Rowland Boulevard Park & Ride – Ignacio – Hamilton	4	3		
72 Santa Rosa – Rohnert Park	8	8		
72X Santa Rosa – Rohnert Park	3	3		
74 Cotati – West Petaluma	6	5		
76 East Petaluma	5	5		
92 Marin City – Sausalito	8	6		
93 Golden Gate Bridge Toll Plaza	9	3		
97 Larkspur Ferry Terminal	1			
Subtotal	127	110		

Source: Golden Gate Transit, 2012.

Notes:

⁽¹⁾ Mondays through Fridays, except holidays.

⁽²⁾ Saturdays, Sundays, and holidays.



Existing Bus Routes: Basic Bus Services

Figure 1a



Existing Bus Routes: Financial District Commute Bus Services

Figure 1b



Existing Bus Routes: Civic Center Commute Bus Services

Figure 1c

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Commute Bus services can be classified into one of two different groups based on their general route to and from Downtown San Francisco:

- Via the Financial District (Routes 2, 4, 8, 18, 24, 27, 38, 44, 54, 56, 58, 72 / 72X, 74, 76, and 97); and,
- Via Civic Center (Routes 92 and 93).

All Financial District Commute Bus services travel along Doyle Drive, Richardson Avenue, Lombard Street, Van Ness Avenue, Beach Street / North Point Street, The Embarcadero, and Battery Street / Sansome Street. The exceptions are Route 97 and the first inbound trip on Route 27, which have the following route alignment east of Lombard Street: southbound Van Ness Avenue and eastbound Broadway Street to Battery Street and the Financial District. All Financial District Commute Bus services terminate at Eighth Street / Folsom Street in the inbound direction and begin at Seventh Street / Folsom Street in the outbound direction. Route alignment and stop locations are illustrated in Figure 1b.

For Civic Center Commute Bus services, Route 92 travels along Doyle Drive, Park Presidio Boulevard, Geary Boulevard, Webster Street, and Golden Gate Avenue / McAllister Street, while Route 93 travels along Van Ness Avenue similar to the Basic Bus services, but without serving stops along Mission Street east of the Civic Center area. In other words, Route 92 and Route 93 share the same route in the Civic Center area, but Route 92 takes Park Presidio Boulevard, Geary Boulevard, Webster Street, and Golden Gate Avenue / McAllister Street to and from the Golden Gate Bridge, while Route 93 takes Doyle Drive, Richardson Avenue, Lombard Street, and Van Ness Avenue. All Civic Center Commute Bus services terminate at Eighth Street / Folsom Street in the inbound direction and begin at Seventh Street / Market Street in the outbound direction. Route alignment and stop locations are illustrated in Figure 1c.

Mid-Day Bus Parking

Golden Gate Transit's current Mid-day Bus Parking Facility (Division 4) is located on the block generally bounded by Eighth Street, Ninth Street (specifically, Gordon Street), Folsom Street (specifically, Ringold Street), and Harrison Street. The parking facility can accommodate approximately 150 buses, and is currently used by all of Golden Gate Transit's San Francisco services, seven days a week and 24 hours a day, although its primary function is to provide mid-day parking for Commute Bus services, eliminating the need to deadhead to and from Golden Gate Transit's other yards in San Rafael (Division 1), Novato (Division 2), and Santa Rosa (Division 3) after the weekday morning peak period and before the weekday evening peak period.

Future Golden Gate Transit Operations

As part of the replacement of the Transbay Terminal with the new Transbay Transit Center and the redevelopment of the surrounding area (the "Transbay Redevelopment Project"), Golden Gate Transit's previous San Francisco Mid-day Bus Parking Facility—located on the block bounded by Main Street, Beale Street, Howard Street, and Folsom Street—was proposed for relocation to the Project site, on the block bounded by Third Street, Fourth Street, Perry Street, and Stillman Street. However, in order to facilitate demolition of the Transbay Terminal and construction of the new Transbay Transit Center as well as the retrofit of the West Approach of the San Francisco–Oakland Bay Bridge, Golden Gate Transit's Mid-day Bus Parking Facility was temporarily relocated to the current location at Eighth Street and Harrison Street, freeing up space to construct the Temporary Transit Terminal for use by AC Transit, WestCAT, and Greyhound services while work proceeded on the future terminal building. The Proposed Project represents

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the process of moving the Golden Gate Transit Mid-day Bus Parking Facility from the temporary location at Eighth Street and Harrison Street to the last planned location at the Project site.

Likewise, AC Transit, which originally stored its commuter buses on the elevated loop connecting the Transbay Terminal with I-80, would be provided with a separate Mid-day Bus Parking Facility on the opposite side of Third Street from Golden Gate Transit's Mid-day Bus Parking Facility. A dedicated bus ramp would be provided from the new AC Transit facility, connecting into the primary bus approach structure into the Transbay Transit Center, allowing AC Transit buses to directly access their platforms inside the Transbay Transit Center. A separate connector ramp was proposed in the Transbay EIS / EIR to connect this approach structure with the existing I-80 off-ramp touching down midblock at Fremont Street between Howard Street and Folsom Street, allowing Golden Gate Transit buses departing the new parking facility to use the AC Transit ramp to bypass surface streets to access Fremont Street.

The Transbay EIS / EIR evaluated mid-day bus parking facilities for Golden Gate Transit and AC Transit underneath the Bay Bridge's west approach on the two blocks bounded by Perry Street, Stillman Street, Second Street, and Fourth Street. AC Transit would occupy the half of the site between Second Street and Third Street, while Golden Gate Transit would occupy the remaining half between Third Street and Fourth Street. As part of these changes, the functions currently performed for Golden Gate Transit's Commute Bus services by the current parking facility at Eighth Street / Harrison Street would be relocated to this new parking facility. The Transbay EIS / EIR estimated that this new parking facility would have the capacity to accommodate up to 140 buses and restricted use of the facility to weekdays only, between 7:00 AM and 6:00 PM. As a result, the facility would be used primarily to support Commute Bus operations, which would only use the new ramp and ramp connector in the outbound direction (i.e., primarily during the weekday evening peak periods).

In addition to the new Mid-day Bus Parking Facility, the Transbay Transit Center project also involves construction of a new street-level passenger terminal (the "Transbay Transit Center Bus Plaza") for bus services on the block bounded by Minna Street, Natoma Street, Beale Street, and Fremont Street, serving primarily Muni and Golden Gate Transit services. This facility would provide a total of four platforms, three to be used by San Francisco Municipal Railway (Muni) bus services and one reserved for Golden Gate Transit bus services. This fourth platform would be used by Golden Gate Transit's Basic Bus services.

Project Description

Since the publication of the Transbay EIS / EIR, however, the following changes have taken place:

- The District has determined that the capacity of the new facility, originally estimated at 140 buses, is actually substantially lower, due to the column reconfiguration implemented as part of the seismic retrofit of the Bay Bridge's west approach, the requirement to construct a sound wall on portions of the south and east sides of the site as shown in the Transbay EIS / EIR, and the limited ability to maneuver buses into, within, and off the site. The anticipated capacity of the new facility is now estimated to be 73 buses, based on conceptual engineering drawings currently being developed.
- The District has reconfigured the sound wall without narrowing the public right-of-way on Stillman Street, restricting bus ingress and egress to and from the new parking facility to Perry Street only.

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- The District has proposed to have its weekday evening Commute Bus services depart the new parking facility using surface streets instead of the new dedicated ramp structures connecting the AC Transit Mid-day Bus Parking Facility with Fremont Street between Howard Street and Folsom Street. No changes are proposed to inbound Commute Bus services (the planned ramp structures were never designed to allow bus traffic from surface streets to directly enter the Mid-day Bus Parking Facility) or to Basic Bus services (these services would use the Transbay Transit Center Bus Plaza, and were never envisioned to use the planned ramp structures).

The realignment of outbound Commute Bus routes onto surface streets—as opposed to grade-separated ramps—requires an evaluation of the effect of additional bus traffic to intersections not originally analyzed in the Transbay EIS / EIR. This proposed realignment of Golden Gate Transit’s Commute Bus services onto surface streets is hereafter referred to as the “Project”.

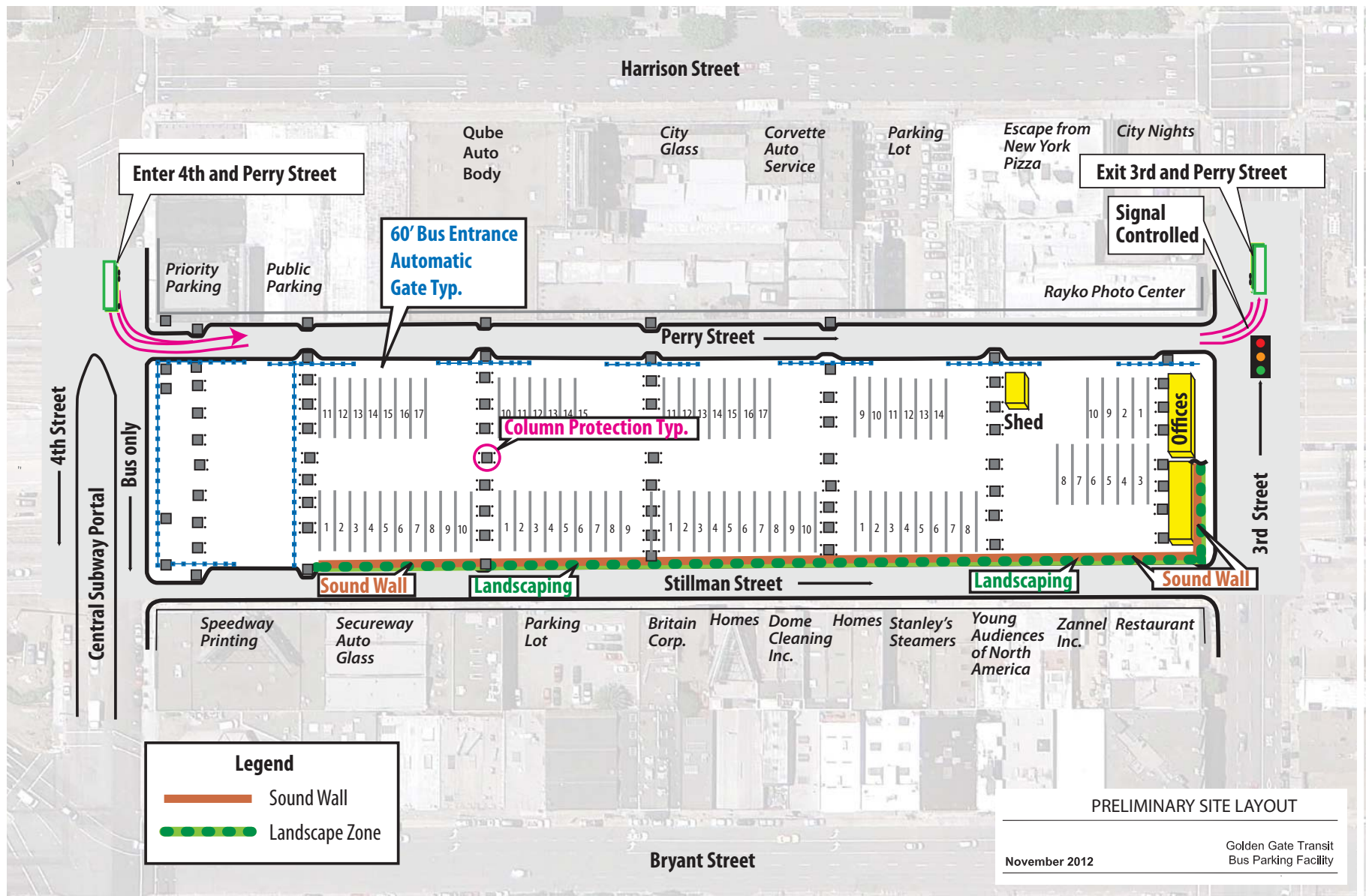
In addition, several design features related to the new Mid-day Bus Parking Facility, but not explicitly related to the realignment of Golden Gate Transit’s Commute Bus services, have also been assumed as part of the “Project” in the technical analysis:

- Reconfiguration of Perry Street from one-way westbound traffic to one-way eastbound traffic between Third Street and Fourth Street;
- Signalization of the Third Street / Perry Street intersection, including a midblock pedestrian crossing across Third Street on the south leg of the intersection; and,
- Removal of all on-street metered parking spaces along Perry Street due to curb modifications to enable bus ingress and egress.

The Project site plan, illustrating the conceptual engineering design for the new Mid-day Bus Parking Facility, is illustrated in Figure 2.

Analysis Methodology

Intersection Level of Service (LOS) was evaluated using the 2000 Highway Capacity Manual (HCM) methodology at selected study intersections where there is a potential that the Project may result in substantial effects to transportation and circulation. The LOS methodology is a qualitative description of the performance of an intersection based on average delay per vehicle. For signalized intersections, the HCM methodology determines the capacity of each lane group approaching the intersection and calculates an average delay (in seconds per vehicle) for each of the various movements at the intersection. A combined weighted average delay and LOS are then presented for the intersection. For unsignalized intersections, the average delay and LOS for the worst stop-controlled approach at the intersection are presented. Adjustments are typically made to the capacity of each intersection to account for various factors that reduce the ability of the streets to accommodate vehicles (such as the “downtown” nature of the area, number of pedestrians, bus stops, vehicle types, lane widths, grades, on-street parking, and queues).



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Intersection LOS ranges from LOS A, which indicates free flow or excellent conditions with short delays, to LOS F, which indicates congested or overloaded conditions with extremely long delays. LOS definitions for signalized and unsignalized intersections are described in Table 2. In San Francisco, LOS A through LOS D are considered excellent to satisfactory service levels, and LOS E and LOS F represent unacceptable service levels.

Table 2: Intersection Level of Service Definitions

LOS	Description	Average Delay (seconds / vehicle)	
		Signalized Intersections	Unsignalized Intersections
A	Little or no delay	≤ 10.0	≤ 10.0
B	Short traffic delay	> 10.0 and ≤ 20.0	> 10.0 and ≤ 15.0
C	Average traffic delay	> 20.0 and ≤ 35.0	> 15.0 and ≤ 25.0
D	Long traffic delay	> 35.0 and ≤ 55.0	> 25.0 and ≤ 35.0
E	Very long traffic delay	> 55.0 and ≤ 80.0	> 35.0 and ≤ 50.0
F	Extreme traffic delay	> 80.0	> 50.0

Source: Highway Capacity Manual, Transportation Research Board, 2000.

It should be noted that delay for intersections operating at LOS F is typically reported as “greater than 80.0 seconds” for signalized intersections and “greater than 50.0 seconds” for unsignalized intersections, as 80.0 seconds and 50.0 seconds are generally considered the limits of the meaningful range for the analysis methodology for signalized and unsignalized intersections. In these situations, the volume-to-capacity (v/c) ratio is also presented to facilitate comparison between scenarios.

Intersection LOS was analyzed at the following three (3) study intersections using Trafficware’s Synchro 8 software package:

1. Third Street / Perry Street;
2. Third Street / Harrison Street; and,
3. Third Street / Folsom Street.

Consistent with typical intersection analyses as described in the San Francisco Planning Department’s Transportation Impact Analysis Guidelines for Environmental Review (October 2002), operations at the study intersections were analyzed for the weekday PM peak hour, defined as the four consecutive 15-minute periods during the weekday PM peak period (4:00 PM to 6:00 PM) exhibiting the highest overall traffic volumes. These three intersections were selected because they are expected to show the highest increase in total traffic volumes during the weekday PM peak period as a result of the Project.

The intersection LOS analysis considers the following scenarios:

- Existing Conditions
Existing conditions as of 2012.
- Existing plus Project Conditions
Existing conditions as of 2012, plus the Project.

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- Cumulative (2030) Conditions
Future conditions in 2030, assuming background development growth in the city and region.

Existing Conditions

Intersection turning movement counts at the three study intersections were collected on Tuesday, October 9, 2012. Traffic signal timing plans were obtained from the San Francisco Municipal Transportation Agency (SFMTA). Existing lane geometries (including peak period tow-away restrictions and transit-only lanes) were gathered from field observations. Observations of roadway operations found that the transit-only lanes on Third Street were used primarily by transit vehicles only. Existing Conditions weekday PM peak hour intersection lane geometry and traffic volumes are illustrated in Figure 3. Existing Conditions weekday PM peak hour intersection LOS is summarized in Table 3.

In order to facilitate comparison with the Existing plus Project Conditions analysis, delay and LOS at Third Street / Perry Street are reported for the stop-controlled approach (westbound Perry Street) and the intersection as a whole. Likewise, at Third Street / Harrison Street and Third Street / Folsom Street, delays associated with transit vehicles in the Third Street transit-only lane have been omitted from the analysis. As shown in Table 3, all three study intersections currently operate at acceptable LOS (LOS D or better) during the weekday PM peak hour.

Table 3: Existing Conditions – Weekday PM Peak Hour Intersection Level of Service

Intersection		Existing Conditions		
		Traffic Control	LOS	Delay (seconds / vehicle)
1	Third Street / Perry Street	One-way stop		
	Westbound Perry Street		C	15.9
	Intersection average		A	0.1
2	Third Street / Harrison Street	Signal	B	16.9
3	Third Street / Folsom Street	Signal	C	22.1

Source: AECOM, 2012.

Existing plus Project Conditions

The relocation of Golden Gate Transit's Mid-day Bus Parking Facility, together with the realignment of Commute Bus services onto surface streets, would necessitate changes to Commute Bus routes and stops through the SOMA area. In particular, route segments along Howard Street and Folsom Street west of Fourth Street would be discontinued, together with the existing Golden Gate Transit stop at Fourth Street / Howard Street. New Commute Bus stops would be established in the inbound direction at Fourth Street / Folsom Street (a far-side stop shared with an existing Muni stop) and Third Street / Harrison Street (a new far-side stop). The changes to bus routes and stops are illustrated in Figure 4a, Figure 4b, and Figure 4c.

Information on weekday PM peak period Commute Bus pull-outs from the existing Mid-day Bus Parking Facility was obtained from Golden Gate Transit, and is summarized in Table 4 for 15-minute increments. As shown in Table 4, the maximum number of pull-outs during any four consecutive 15-minute periods is 42 trips.



Existing Conditions Lane Geometry and Traffic Volumes
Weekday PM Peak Hour

Figure 3



Bus Route Changes: Basic Bus Services

Figure 4a



Bus Route Changes: Financial District Commute Bus Services



Bus Route Changes: Civic Center Commute Bus Services

Figure 4c

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Table 4: Weekday PM Peak Period Commute Bus Pull-Outs

Time Period	Pull-Outs	Running Hourly Total
16:01 – 16:15	9	
16:16 – 16:30	12	
16:31 – 16:45	6	
16:46 – 17:00	15	
17:01 – 17:15	9	42
17:16 – 17:30	11	42
17:31 – 17:45	4	41
17:46 – 18:00	7	39
		31

Source: Golden Gate Transit, 2012.

These Project trips were added to traffic volumes on the affected turning movements at the three study intersections. As described previously, the Project would also involve geometry and signalization changes at the Third Street / Perry Street intersection, which were also accounted for in the Existing plus Project Conditions analysis. In particular, the change in directionality of Perry Street would result in outlet traffic from the segment of Perry Street between Third Street and Fourth Street using the Third Street / Perry Street intersection instead of the Fourth Street / Perry Street intersection. Although the actual volume of traffic currently using this segment of Perry Street is minimal, it provides secondary parking / loading access for several parcels with primary entrances along Harrison Street. As a result, a nominal volume of non-bus traffic was assumed for the eastbound approach at the Third Street / Perry Street intersection. Consistent with the Golden Gate Transit San Francisco Mid-day Bus Parking Facility Draft Preliminary Design Evaluation Report (November 6, 2012) prepared by URS and associated analysis work conducted by Fehr & Peers, the analysis assumes a three-phase signal (northbound Third Street, eastbound Perry Street, and westbound Perry Street), with the new pedestrian phase operating with both Perry Street phases.

The resulting weekday PM peak hour intersection lane geometry and traffic volumes are illustrated in Figure 5. The Existing plus Project Conditions weekday PM peak hour intersection LOS is summarized in Table 5.

Table 5: Existing plus Project Conditions – Weekday PM Peak Hour Intersection Level of Service

Intersection		Existing Conditions			Existing plus Project Conditions		
		Traffic Control	LOS	Delay (seconds / vehicle)	Traffic Control	LOS	Delay (seconds / vehicle)
1	Third Street / Perry Street	OWSC			Signal		
	Westbound Perry Street		C	15.9		C	29.0
	Eastbound Perry Street					C	21.0
	Intersection average		A	0.1		A	7.8
2	Third Street / Harrison Street	Signal	B	16.9	Signal	B	16.9
3	Third Street / Folsom Street	Signal	C	22.1	Signal	C	22.3

Source: AECOM, 2012.

Notes:

OWSC = One-way stop control



Existing Plus Project Conditions Lane Geometry and Traffic Volumes
Weekday PM Peak Hour

Figure 5

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As shown in Table 5, the Project would have a negligible effect on overall traffic operations at the Third Street / Harrison Street and Third Street / Folsom Street intersections. The introduction of a new traffic signal (and associated traffic volumes) and signalized crosswalk across Third Street at the Third Street / Perry Street intersection would slightly degrade intersection average delay compared to Existing Conditions, but the intersection as a whole would still operate at LOS A while facilitating bus egress out of the new Golden Gate Transit Mid-day Bus Parking Facility and pedestrian connectivity across Third Street.

Cumulative (2030) Conditions

The Cumulative (2030) Conditions analysis is based on technical work conducted for the Transit Center District Plan and Transit Tower Draft Environmental Impact Report (EIR) (hereafter referred to as the “Transit Center District Plan EIR”), Planning Department Case Number 2007.0558E and 2008.0789E and State Clearinghouse Number 2008072073, published by the San Francisco Planning Department on September 28, 2011. Use of the Transit Center District Plan EIR technical work ensures that the analysis of Cumulative (2030) Conditions considers both background growth in the city and region (such as buildout of the Market / Octavia Plan, the Eastern Neighborhoods rezoning, and the Treasure Island Redevelopment Plan) and growth attributable to specific parcels in and around the Transit Center District Plan plan area. The Transit Center District Plan EIR technical work also assumes various changes to the transportation network—such as the Rincon Hill Streetscape Master Plan, the Central Subway, and the Transit Effectiveness Project—that would likely affect traffic patterns and volumes in and around the Project site.

Additional modifications to the Transit Center District Plan EIR technical work were made as needed to account for intersections not explicitly studied in the EIR and specific elements of the Project (such as the rerouted bus traffic) that represent departures from the original assumptions contained in the Transit Center District Plan EIR analysis.

Cumulative (2030) Conditions weekday PM peak hour intersection lane geometry and traffic volumes are illustrated in Figure 6. It should be noted that explicit forecasts were not calculated for bus traffic in the transit-only lanes along Third Street, as the actual bus volumes are uncertain and highly dependent on Muni service plans following the opening of the Central Subway. Omission of transit-only traffic has no effect on the analysis results, as this bus traffic is segregated from the general travel lanes considered in the intersection LOS analysis. Bus traffic not in transit-only lanes (e.g., along Harrison Street or Folsom Street) was assumed to exhibit growth rates similar to those for general traffic. As the current level of bus traffic not using transit-only lanes is minimal, the effect of the growth rate assumptions for this traffic on overall intersection performance are mostly negligible.

The resulting Cumulative (2030) Conditions weekday PM peak hour intersection LOS is summarized in Table 6.

As shown in Table 6, the Third Street / Perry Street intersection would continue to operate at LOS A under Cumulative (2030) Conditions, but the Third Street / Harrison Street and Third Street / Folsom Street intersections would degrade to LOS F, with v/c ratios over 1.00.



Cumulative Volumes PM.2

Cumulative (2030) Conditions Lane Geometry and Traffic Volumes
Weekday PM Peak Hour

Figure 6

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Table 6: Cumulative (2030) Conditions – Weekday PM Peak Hour Intersection Level of Service

Intersection		Existing plus Project Conditions		Cumulative (2030) Conditions		
		LOS	Delay (seconds / vehicle)	LOS	Delay (seconds / vehicle)	v/c
1	Third Street / Perry Street	A	7.8	A	6.8	
2	Third Street / Harrison Street	B	16.9	F	> 80.0	1.26
3	Third Street / Folsom Street	C	22.1	F	> 80.0	1.16

Source: AECOM, 2012.

Notes:

Bold indicates unacceptable conditions (LOS E or LOS F).

Consistent with San Francisco Planning Department standard methodologies, a review of the Project's contribution to intersection critical movements at these two intersections was conducted to determine if the Project would represent a significant contribution to the failing conditions. The Project's contribution to critical movement volumes at these locations is summarized in Table 7.

Table 7: Cumulative (2030) Conditions – Project Contribution to Intersections

Intersection		Critical Movement	Project Contribution to Critical Movement
2	Third Street / Harrison Street	NBT	0.0%
		WBT	0.0%
3	Third Street / Folsom Street	NBT	0.0%
		EBL	0.0%

Source: AECOM, 2012.

As shown in Table 7, the Project would not contribute traffic to any of the critical movements at the two study intersections failing under Cumulative (2030) Conditions. In particular, Project-generated traffic at the Third Street / Harrison Street intersection would be confined to the transit-only lane along Third Street and would have a negligible effect on traffic operations in the adjacent northbound travel lanes. At the Third Street / Folsom Street intersection, the Project would add traffic to the northbound right-turn movement, which is not expected to be an intersection critical movement.

Summary and Conclusions

In order to assess the potential transportation and circulation effects of the proposed relocation of Golden Gate Transit's Mid-day Bus Parking Facility to its final location, a quantitative analysis of weekday PM peak hour intersection LOS was conducted at three study locations (Third Street / Perry Street, Third Street / Harrison Street, and Third Street / Folsom Street) along the proposed route of Commute Bus services.

The analysis of Existing plus Project Conditions determined that the Project would have a negligible effect on overall traffic operations at the Third Street / Harrison Street and Third Street / Folsom Street intersections, while the Third Street / Perry Street would operate at LOS A after signalization and addition of Project-generated bus traffic.

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Under Cumulative (2030) Conditions, the Third Street / Harrison Street and Third Street / Folsom Street intersections are expected to operate at LOS F, but the Project would not contribute traffic to any of the critical movements at these two locations.

As a result, the Project's effects on overall transportation and circulation under both Existing plus Project Conditions and Cumulative (2030) Conditions are expected to be negligible.

Addendum to Environmental Impact Report

Addendum Date: January 14, 2016

Case No. **2014-000953GEN**

Project Title: **Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project – Block 1 (100-160 Folsom Street/289 Main Street)**

EIR: Case No. 20 00.048E, State Clearinghouse No. 95063004, certified April 22, 2004

Project Sponsor:

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REMARKS

The San Francisco Office of Community Investment and Infrastructure (OCII), also known as the Successor Agency to the Redevelopment Agency of the City and County of San Francisco, proposes an amendment to the Transbay Redevelopment Plan to increase the maximum height from 300 feet to 400 feet on the Transbay Block 1 site, which consists of lots 027, 029, 030, 031, and 032 on Assessor's block 3740, located at 100-160 Folsom Street and 289 Main Street in the Transbay Redevelopment Project Area (the "Proposed Plan Amendment"). Also, OCII owns Lot 27, a 33,782 square foot parcel, and seeks to develop, with the private owner of the adjacent lots, approximately 391 residential units (40 percent of which will be permanently affordable units) in a tower and podium building by means of an Owner Participation/Development and Disposition Agreement ("OP/DDA"). As described below, the proposed project qualifies as a residential project on an infill site within a transit priority area under Section 21099 (d) (1) of the California Public Resources Code and is hereinafter referred to as the "Proposed Project" or the "Block 1 Transit-Oriented Infill Project." The project site is bounded by Main Street to the west, Folsom Street to the south, Spear Street to the east, and an existing office building (221 Main Street) to the north, and is located across Main Street from the Temporary Transbay Terminal, and approximately one-and-one-half blocks north of the Bay Bridge (Interstate 80). Curb cuts are present along all three of the site's street frontages (Main, Folsom, and Spear Streets), and a Muni bus stop is proposed in front of the project site on Main Street. The site measures approximately 53,876 square feet (sf) in area, and is currently occupied by parking lots and two single-story commercial buildings serving as offices for nearby construction projects. The site consists of one publicly-owned lot (lot 027 on Assessor's block 3740), a remnant of the former Embarcadero Freeway right-of-way owned by OCII, which is to be merged with four adjacent lots (lots 029, 030, 031 and 032 of Assessor's block 3740), owned by Tishman Speyer, to effectuate the joint

development of Block 1.

The Proposed Project includes demolition of all existing structures on the project site and construction of a new 559,030-sf building containing 391 dwelling units (116 one-bedroom units, 220 two-bedroom units, 37 three-bedroom units, and 18 penthouse units), 9,126 sf of ground floor retail space, 334 off-street parking spaces located underground within three basement levels accessed from a ramp off Spear Street, 150 bicycle parking spaces and two loading spaces, and a - 22,297 sf of open space including a roof deck, courtyards and residential porches and balconies. Clementina Street would be extended through the project site to provide loading and bicycle access, with connections to Main and Spear Streets. The tallest part of the Proposed Project, the tower section, located at the eastern (Spear Street) side of the site, would measure approximately 400 feet in height (39 stories), with rooftop mechanical enclosures and circulation penthouses reaching up to approximately 425 feet in height. The western portion of the site would contain a podium building ranging in height from approximately 50 feet at the northern (Clementina Street) edge of the site to approximately 85 feet at the western (Main Street) edge of the site. The central core of the site would contain open space, surrounded by the tower and podium buildings. At the ground floor, the Main, Folsom, and Spear Street frontages would contain retail space and residential lobbies. The Clementina Street frontage would contain residential townhouse units and access to mechanical utility rooms.

The Proposed Project qualifies as a transit-oriented infill project under Section 21099 of the California Public Resources Code because it meets the definition of a project on an "infill site" in a "transit priority area." The Block 1 Transit-Oriented Infill Project is located within a fully urbanized area of the South of Market neighborhood. The site is within three blocks of the multimodal Transbay Transit Center, currently under construction and funded by a locally-administered State Transportation Improvement Program. It is also located one block from the Folsom Street and The Embarcadero Station of the Muni Metro system, frequently serviced by the Muni N-Judah and Muni T-Third light rail lines.

Background

A Final Environmental Impact Statement/Environmental Impact Report (EIS/EIR) for the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project, Planning Department case number 2000.048E and State Clearinghouse number 95063004, was certified on April 22, 2004 at a joint hearing of the San Francisco Planning Commission and the Transbay Joint Powers Board ("the EIS/EIR Project").¹ The EIS/EIR Project consisted of: 1) proposed alternative designs

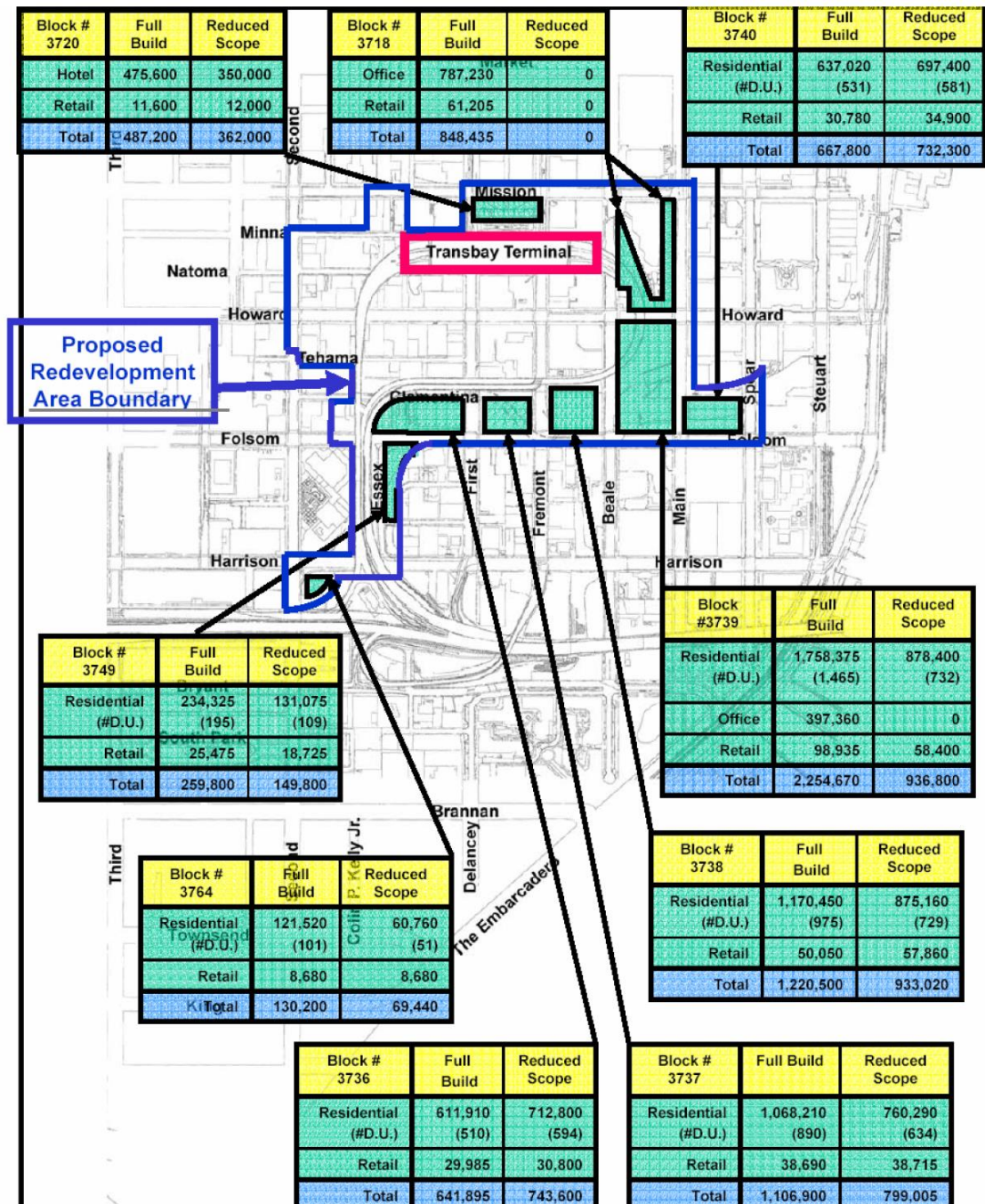
¹ U.S. Department of Transportation Federal Transit Administration and the City and County of San Francisco, Peninsula Corridor Joint Powers Board and San Francisco Redevelopment Agency, *Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project Final Environmental Impact Statement/Environmental Impact Report and Section 4(f) Evaluation*, March 2004. This document is available for review upon request from the Planning Department, 1650 Mission Street, Suite 400 as part of Case Number 2000.048E.

for the new Transbay Terminal, 2) the underground extension of the Caltrain commuter rail system 1.3 miles from its current terminus at 4th and King Streets into Downtown San Francisco, and 3) several land use redevelopment alternatives as part of the Transbay Redevelopment Plan. The Transbay Redevelopment Plan sets forth land use and zoning standards and public street and streetscape improvements on blocks to the south of the Transbay Terminal and would provide additional office, retail/hotel, and residential (including affordable housing) development in the Plan area. OCII, as the Successor Agency to the Redevelopment Agency of the City and County of San Francisco, under the Transbay Redevelopment Plan, has land use and California Environmental Quality Act (CEQA) review authority of the Transbay Redevelopment Project Area.

Development of lots 027, 029, 030, 031, and 032 on Assessor's block 3740 (the site of the Block 1 Transit-Oriented Infill Project, collectively referred to as "Block 1" for the purposes of the Transbay Redevelopment Plan), was included in the Transbay Redevelopment Plan and EIS/EIR analysis. The EIS/EIR analyzed development on Block 1 of up to 637,020 gsf of residential space (531 dwelling units) and 30,780 sf of retail space under the Full Build Alternative, and up to 697,400 gsf of residential space (581 dwelling units) and 34,900 gsf of retail space under the Reduced Scope Alternative.² The EIS/EIR studied the two alternatives as representations of the range of reasonable development that could occur, rather than specific development proposals. Figure 1 shows the location of the Block 1 (Assessor's Block 3740) in the Transbay Redevelopment Project Area and the development levels assumed for each of the redevelopment sites.

² The Reduced Scope Alternative includes less overall development throughout the Redevelopment Plan area than the Full Build Alternative. However, some individual sites, including Block 1, were anticipated to have more intensive development under the Reduced Scope Alternative than under the Full Build Alternative.

Figure 1: Development Levels Analyzed in the EIS/EIR³



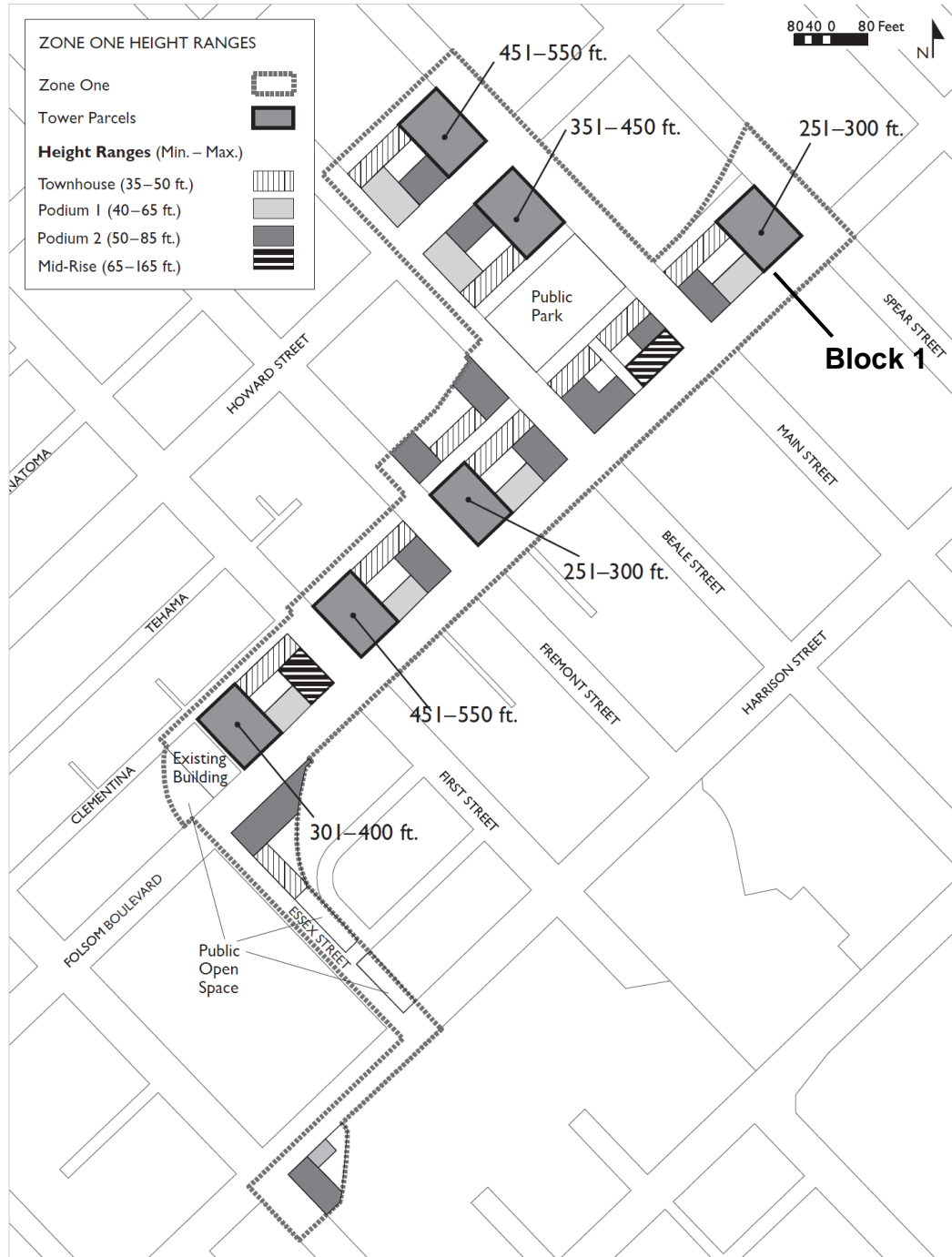
³ This image is sourced from the EIR/EIS. The "Proposed Redevelopment Boundary" is the adopted Transbay Redevelopment Project Area.

As part of the Redevelopment Plan, the building height limit on the Block 1 site was changed from 200 feet to 300 feet.⁴ The 300-foot height limit for Block 1 was included within the Draft Transbay Redevelopment Project Area Design for Development Vision released for public review in August 2003. This document was reviewed in connection with the Final EIS/EIR and determined not to introduce any new adverse impacts beyond those identified in the Draft EIS/EIR Full Build Alternative. (EIR/EIS Summary pg. S-10/Chapter 5, pg. 5-11). The *Development Controls and Design Guidelines* added further specificity to the proposed massing on the site, calling for townhomes up to 50 feet in height on the northwestern portion of the site, a podium up to 65 feet in height on the southern portion of the site, a podium up to 85 feet in height on the southwestern portion of the site, a tower up to 300 feet in height on the eastern portion of the site, and open space in the central core of the site.⁵

⁴ San Francisco Redevelopment Agency, *Redevelopment Plan for the Transbay Redevelopment Project Area*, June 21, 2005. Available online at:
[http://sfocii.org/sites/default/files/ftp/uploadedfiles/Projects/TB%20Redevelopment%20Plan\(2\).pdf](http://sfocii.org/sites/default/files/ftp/uploadedfiles/Projects/TB%20Redevelopment%20Plan(2).pdf)
(Accessed December 7, 2015).

⁵ San Francisco Redevelopment Agency, *Development Controls and Design Guidelines for the Transbay Redevelopment Project*, January 25, 2005. Available online at:
<http://sfocii.org/sites/default/files/ftp/uploadedfiles/Projects/TB%20Dev%20Controls%20&%20Design%20Guidelines.pdf> (Accessed December 7, 2015).

Figure 2: Redevelopment Plan Height Limits Analyzed in the EIS/EIR



A minor discrepancy exists in the EIS/EIR regarding the height analyzed on the Block 1 site. Table 5.1-1 in the Redevelopment Land Use Impacts section indicates a 250-foot proposed height limit on the site. This table was based on an earlier version of the Draft Redevelopment Plan, and was included in the EIS/EIR in error. The actual height limit analyzed in the EIS/EIR for the Block 1 site was 300 feet, as confirmed by the Development Controls and Design Guidelines, the Urban Form Program⁶ in Appendix F of the EIS/EIR, and by the shadow and wind analysis model.⁷ All analysis and conclusions in the EIS/EIR were based on an assumption of a tower at least 300 feet in height at the eastern end of the Block 1 site with podium buildings up to 85 feet in height on other parts of the site.

The EIS/EIR characterized the anticipated development in the Redevelopment Area as transit-oriented land uses in the vicinity of the Transbay Terminal that would provide a mix of residential and commercial space. The land use plan studied in the EIS/EIR identified a development program for the Block 1 site consisting of primarily residential uses with ground floor retail and services.

Proposed Revisions to the EIS/EIR Project

The Block 1 Transit-Oriented Infill Project site differs from the development described in the EIS/EIR in that a 400-foot-tall tower is now proposed at the eastern edge of the Block 1 site instead of a previously-cleared 300-foot-tall tower. The non-tower components of the Proposed Project would conform to the existing Redevelopment Plan height and massing limits studied in the EIS/EIR. Despite the increased tower height, the currently-proposed land use program would be smaller and would consist of 140 fewer dwelling units and less square footage than the Full Build Alternative program studied in the EIS/EIR, despite the increased tower height. Table 1, below, compares the Proposed Project to the assumptions studied for the EIS/EIR Project.

⁶ The Block 1 site is referred to as “Block 9” in the Urban Form Program, Appendix F of the EIS/EIR.

⁷ Environmental Science Associates, *Transbay Redevelopment Plan EIR: Building Heights Analyzed in Shadow and Wind Analysis for Block 1*, October 28, 2015, on the basis of files developed in conjunction with the original EIR analysis, circa 2000. In an effort to provide a conservative analysis, the shadow and wind model assumed two towers on the Block 1 site: a 350-foot-tall tower at the eastern edge of the site and a 400-foot-tall tower at the western edge of the site. A single-tower, 300-foot-tall height limit was ultimately approved as part of the Redevelopment Plan.

Table 1: Comparison of the Proposed Project to the Redevelopment Plan Program for Block 1

Project Feature	Redevelopment Plan and EIS/EIR Full Build Alternative⁸	Proposed Project
Demolition	All Existing Buildings and Parking Lots on Site	All Existing Buildings and Parking Lots on Site
Total Square Footage	Up to 667,800 gsf	559,030 gsf
Land Use Types	Residential, Retail	Residential, Retail
Number of Residential Units	Up to 531 units	391 units
Retail Square Footage	Up to 30,780 gsf	9,126 gsf
Tower Height – Eastern Portion of the Site	Up to 300 feet	400 feet*
Podium Height – Northwestern Portion of the Site	Up to 50 feet (Townhomes)	48 feet (Townhomes)
Podium Height – Southern Portion of the Site	Up to 65 feet	65 feet
Podium Height – Southwestern Portion of the Site	Up to 85 feet	85 feet
Central Core of the Site	Open Space	Open Space

* indicates nonconformance with the Redevelopment Plan and the EIS/EIR analysis

As shown in Table 1, all features of the Proposed Project would conform to the Redevelopment Plan land use program studied in the EIS/EIR, with the exception of the tower height. At 400 feet tall, the Proposed Project's tower would be 100 feet taller than the 300-foot height limit established in the Redevelopment Plan and analyzed in the EIS/EIR. OCII is therefore seeking an amendment to the Redevelopment Plan. Subsequently, OCII will seek an amendment to the Development Controls and Design Guidelines to increase the height limit on the Block 1 site from 300 feet to 400 feet and the approval of an OP/DDA and Schematic Design of the Block 1 Transit-Oriented Infill Project.

⁸ The Reduced Scope Alternative includes less overall development throughout the Redevelopment Plan area than the Full Build Alternative. However, some individual sites, including Block 1, were anticipated to have more intensive development under the Reduced Scope Alternative than under the Full Build Alternative. The Full Build Alternative land use program for Block 1 is used in this table in an effort to provide a conservative analysis, as any proposed project on the Block 1 site that is consistent with the Full Build Alternative would also be consistent with the Reduced Scope Alternative.

Analysis of Potential Environmental Effects

CEQA Guidelines Section 15164 provides for the use of an addendum to document the basis for a lead agency's decision not to require a Subsequent or Supplemental EIR for a project that is already adequately covered in an existing certified EIR. The lead agency's decision to use an addendum must be supported by substantial evidence that the conditions that would trigger the preparation of a Subsequent EIR, as provided in CEQA Guidelines Section 15162, are not present. This Addendum documents the assessment and determination that the modified project is within the scope of the Final EIS/EIR and no additional environmental review is required.

The change proposed in the project will not require major revisions of the EIS/EIR. The total square footage of the Proposed Project, including the square footage of retail uses and the number of dwelling units, does not exceed the assumptions studied in the EIS/EIR Project and the Proposed Project will not cause new significant impacts not identified in the EIS/EIR. In addition, no new mitigation measures will be necessary to reduce significant impacts. No changes have occurred with respect to circumstances surrounding the project that will cause significant environmental impact to which the Proposed Project will contribute considerably; and no new information has become available that shows the Proposed Project will cause significant environmental impacts not previously discussed in the EIS/EIR, that significant effects previously examined will be substantially more severe than shown in the EIS/EIR, or that mitigation measures or alternatives previously found infeasible are feasible, or that new mitigation measures or alternatives considerably different from those in the EIS/EIR would substantially reduce significant impacts.

As discussed in the "Proposed Revisions to the Project" section above, the only substantive modification to the proposed project that was not previously studied in the EIS/EIR is the proposed tower height limit change from 300 feet to 400 feet. Moreover, as a Transit-Oriented Infill Project, neither aesthetic nor parking impacts are considered significant impacts on the environment. Therefore, the only CEQA topics requiring additional evaluation are those for which impacts could worsen due to additional building height. These topics include wind and shadow. These two CEQA topics, in addition to aesthetics and transportation, are discussed in further detail in the subsections below. Although the Proposed Project would not generate more trips than anticipated in the EIS/EIR, transportation is analyzed in further detail to allow full discussion of design-specific site circulation issues.

All other features of the Proposed Project, including demolition, land use types, building square footage, retail square footage, and number of dwelling units, would be consistent with the maximum development for Block 1 analyzed in the EIS/EIR. CEQA topics that are evaluated based on those features would not require further analysis because no new or more severe significant impacts beyond those studied in the EIS/EIR could occur and no new mitigation measures would be required. Therefore, the Proposed Project revisions require no further analysis of the following CEQA topics:

- Land Use
- Population and Housing
- Cultural Resources
- Noise
- Air Quality
- Greenhouse Gas Emissions
- Recreation
- Utilities and Service Systems
- Public Services
- Biological Resources
- Geology and Soils
- Hydrology and Water Quality
- Hazards/Hazardous Materials
- Mineral/Energy Resources
- Agricultural and Forest Resources
- Construction Impacts

Prior addenda to the EIS/EIR have generally covered changes to the transportation infrastructure related to the Transbay Terminal/Caltrain Downtown Extension portions of the EIS/EIR, and were administered by the Transbay Joint Powers Authority (“TJPA”) and the Golden Gate Bridge Highway and Transportation District.

In addition, a recent draft environmental review document also analyzed transportation infrastructure related to the Transbay Terminal/Caltrain Downtown Extension. On December 28, 2015, the Federal Transit Administration, in conjunction with the Federal Railroad Administration and the TJPA, published a Draft Supplemental Environmental Impact Statement/Environmental Impact Report to EIS/EIR (“Draft SEIS/SEIR”) to evaluate refinements to the Caltrain Downtown Rail Extension (“DTX”) component of the Transbay Program, as well as other transportation improvements and development opportunities associated with the Transbay Program. The Draft SEIS/SEIR does not contain information that would alter the determination not to require a Subsequent or Supplemental EIR in connection with the Proposed Plan Amendment and Proposed Project, pursuant to CEQA Guidelines Section 15164.

The project evaluated in the Draft SEIS/EIR (the “Draft SEIS/EIR Project”) includes refinements to the DTX component of the Transbay Program; some additional transportation improvements within the Transbay Program area; and potential new development opportunities including:

(1) adding two floors (approximately 45,000 gsf) above the proposed intercity bus facility located between Maine and Beale Streets north of Howard Street, for a total structure of 4-stories above grade, which may contain office or residential development; and

(2) development of approximately 76,000 square feet of new development adjacent to the vent structure at either of the optional locations at Third and Townsend Streets, which may include a mix of uses.

The Draft SEIS/EIR Project does not propose modifications at or adjacent to the Block 1 site, or to the Redevelopment Plan component of the Transbay Program.

Overall land use impacts from the Draft SEIS/EIR Project analyzed in the Draft SEIS/EIR would be minimal, and none of the proposed components would conflict with any applicable land use, policy, or regulation in the Program area. (Draft SEIS/EIR, p.3.3-18.) The potential above-grade development opportunities analyzed under the Draft SEIS/EIR are compatible with the development intensity and uses of nearby land uses. (Id.) The proposed above-grade development would have no shadow impact on any parks under the jurisdiction of the San Francisco Recreation and Park Department. (Draft SEIS/EIR, p. 3.3-20–21.) The Draft SEIS/EIR notes that the proposed intercity bus facility discussed under the Draft SEIS/EIR would occupy the roof level of the Transit Center, and would therefore be located adjacent to the proposed City Park. However, this facility would be only slightly higher than the elevation of City Park (approximately 5 feet) (Id.) and therefore would not cast shadow onto the park that would alter the analysis conducted for the Proposed Plan Amendment and the Block 1 Transit-Oriented Infill Project.

Aesthetics

The Visual and Aesthetics analysis in the EIS/EIR anticipated that the Redevelopment Plan would cause a relatively large increase in the number and size of buildings in the Redevelopment Project Area. The EIS/EIR also found that public views within and across the Redevelopment Project Area would generally be limited by new development. The EIS/EIR found that new buildings and vehicles would also produce additional glare, though it would not be expected to result in a substantial visual change. Visual simulations were prepared for the EIS/EIR based on the 2003 *Draft Transbay Redevelopment Project Area Design for Development Vision*, and the EIS/EIR noted that actual development proposals would undergo individual environmental review for aesthetics in subsequent steps of the redevelopment process if necessary. The EIS/EIR specifically contemplated that the northern side of Folsom Street between First and Spear Streets would undergo the most visible aesthetic change in the district, as it would be “developed with a mix of uses in structures that could range in height from 350 to 400 feet.” (5-117). The EIS/EIR determined that, although the proposed new development would alter the existing aesthetic nature of the area, the visual features that would be introduced by the project are commonly accepted in urban areas and would not substantially degrade the existing visual quality, obstruct publicly accessible views, or generate obtrusive light or glare. For those reasons, no significant impacts were found, and no mitigation measures were proposed.

The modified project will not involve substantial changes which would require major revisions of the EIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant impacts. The only substantive modification to the Proposed Project is the proposed Block 1 tower height limit change from 300 to 400 feet. The Proposed Project would not alter the overall land uses or development concept proposed for Block 1 under the Transbay Redevelopment Plan analyzed in the EIS/EIR. Further, the total square footage of the Proposed Project, including the square footage of retail uses and the number of dwelling units, does not exceed the maximum development assumptions for the Block 1 site studied in the EIS/EIR. In addition, no substantial changes have occurred with respect to circumstances surrounding the project that will cause significant environmental impact to which the Proposed Project will contribute considerably; and no new information has become available that shows the Proposed Project will cause significant environmental impacts not previously discussed in the EIS/EIR, that significant effects previously examined will be substantially more severe than shown in the EIS/EIR, or that mitigation measures or alternatives previously found infeasible are feasible, or that new mitigation measures or alternatives considerably different from those in the EIS/EIR would substantially reduce significant impacts.

The Proposed Plan Amendment and the Proposed Project would increase the height of the Block 1 tower from 300 feet to 400 feet. The 400-foot height matches the height of towers constructed within the immediate vicinity of Block 1 yet would be the sole tower on Block 1, providing ample tower separation from nearby towers. Between Block 1 and the Embarcadero waterfront are Rincon Park and the block containing the Gap Building at Folsom Street between Spear Street and the Embarcadero roadway. The Gap Building's architecture provides a tower element height of approximately 290 feet and a podium base height of approximately 90 feet. This results in an aesthetically-pleasing stepping-down of the skyline from the Proposed Project to the waterfront. In addition, considering the approved building heights within the districts to the north, the west and the south of Block 1, which include approved height ranges between 400 and 1000 feet, the Proposed Project's height will blend appropriately into the San Francisco skyline as planned.

On September 27, 2013, Governor Brown signed Senate Bill (SB) 743, which became effective on January 1, 2014. SB 743 added Section 21099 to the Public Resources Code and eliminated the analysis of aesthetics and parking impacts for certain urban infill projects under CEQA. The Proposed Project meets the definition of a mixed-use project on an infill site within a transit priority area as specified by Section 21099.⁹ Accordingly, this EIS/EIR Addendum does not contain a separate discussion of the topic of aesthetics, which can no longer be considered in determining the significance of the Proposed Project's physical environmental effects under CEQA. Therefore, the proposed height increase could not result in significant aesthetics impacts under CEQA, and no mitigation measures would be necessary.

⁹ San Francisco Planning Department, *Transit-Oriented Infill Project Eligibility Checklist, Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project – Block 1 (100-160 Folsom Street/289 Main Street)*, December 3, 2015. This document is available for review at the Planning Department, 1650 Mission Street, 4th Floor, as part of Case File No. 2014-000953GEN.

Transportation

As noted at the beginning of the Analysis of Potential Environmental Effects section, the Proposed Project would not exceed the EIS/EIR assumptions for, retail square footage, and number of dwelling units anticipated for the Block 1 site. Therefore, the Proposed Project would not generate more person trips or vehicle trips than previously analyzed, and would not cause traffic to worsen to a greater degree than reported in the EIS/EIR, as explained further in the Traffic section below.

Transportation Impact Studies prepared by the San Francisco Planning Department for CEQA purposes estimate future cumulative traffic volumes based on cumulative development and growth identified by the San Francisco County Transportation Authority's SF-CHAMP travel demand model. The SF-CHAMP model uses zoning as part of the basis for its growth calculations. SF-CHAMP data prepared after adoption of the Transbay Redevelopment Plan takes into account the revised zoning for the Transbay Redevelopment Area, including the Zone One TB DTR (Transbay Downtown Residential) Use District and 50/85/300-TB Height and Bulk District established for the Block 1 site. Therefore, CEQA Transportation Impact Studies prepared after adoption of the Transbay Redevelopment Plan include the potential growth enabled by the plan in their cumulative analysis.

OCII has reviewed a conceptual site layout provided by the project sponsor in connection with the Proposed Project, which illustrates how pedestrians, bicycles, cars, and delivery vehicles would access the proposed building.

This conceptual site layout contains no new information which would generate significant effects not discussed in the EIS/EIR, nor alter analysis contained in the EIS/EIR regarding transportation mitigation measures or alternatives pursuant to Section 15162(a)(3) of the CEQA Guidelines. However, since this level of conceptual project detail was not available when the EIS/EIR was prepared, the subsections below contain remarks about site circulation and any potential for conflicts between modes.

Traffic

The EIS/EIR evaluated four traffic scenarios: 1) existing conditions, 2) year 2020 with no project, 3) year 2020 plus project (the Transbay Terminal and Redevelopment Plan), and 4) a year 2020 cumulative scenario that included concurrent and reasonably foreseeable projects. The EIS/EIR analysis showed that background traffic volumes would grow over time, and that traffic delays would lengthen at nearly all 27 intersections studied even if the Redevelopment Plan was not implemented. The EIS/EIR identified significant traffic impacts at the following seven intersections, under the year 2020 plus project and the year 2020 cumulative scenarios:

- 1st Street and Market Street
- 1st Street and Mission Street

- 1st Street and Howard Street
- Fremont Street and Howard Street
- Beale Street and Howard Street
- 2nd Street and Folsom Street
- 2nd Street and Bryant Street

The EIS/EIR stated that improvements at individual intersections and implementation of an integrated transportation management system could somewhat reduce localized congestion, but may not fully mitigate the increase in traffic congestion resulting from the Transbay Terminal and Redevelopment Plan to a less than significant level. The EIS/EIR therefore concluded that the significant traffic impacts would be unavoidable. No mitigation measures applicable to individual development projects were identified.

Vehicle trip volumes for proposed development projects are calculated using commercial square footage and dwelling unit counts. Since the Proposed Project would have less retail square footage and fewer dwelling units than analyzed for the Block 1 site in the EIS/EIR, as shown in Table 1 above, the Proposed Project would generate fewer vehicle trips than studied in the EIS/EIR analysis.¹⁰ Therefore, the Proposed Project's contribution to the significant unavoidable traffic impacts identified in the EIS/EIR would not be worse than previously reported, and no new mitigation measures would be required. While existing and future conditions have changed since the original analysis, the contribution of a smaller project to traffic congestion is no worse than for the project as originally conceived.

Transit

Transit ridership forecasts were performed for the EIS/EIR, which predicted that transit ridership would increase over time. It also identified the potential for transit usage to increase with implementation of the Redevelopment Plan. Along with the Redevelopment Plan, the project analyzed in the EIS/EIR included the new Transbay Terminal and the downtown extension of Caltrain. Ridership generated by the Redevelopment Plan was estimated using year 2020 forecasts based on the San Francisco County Transportation Authority's transportation model outputs. The EIS/EIR predicted that the project would cause linked transit trips¹¹ to increase by about 10,000 per day throughout the region. Since the project would enhance transit connectivity and capacity, the EIS/EIR found no significant transit impacts, and no mitigation measures were identified.

¹⁰ Kittelson & Associates, Inc., *Transbay Block 1 Transportation Assessment – Results of Preliminary Transportation Significance Evaluation (Updated)*, August 11, 2015. This document is available for review at the Planning Department, 1650 Mission Street, 4th Floor, as part of Case File No. 2014-000953GEN.

¹¹ A linked trip consists of a full one-way transit trip, including transfers. For example, a bus trip involving two transfers would count as a single linked trip, or three unlinked trips.

The Proposed Project on the Block 1 parcel would not modify the transit infrastructure or service in the area, and would not preclude the proposed future addition of a Muni bus stop on Main Street adjacent to the project site. The Proposed Project would conform to the density of commercial and residential uses identified for the Block 1 parcel in the EIS/EIR, so it would not generate additional transit ridership beyond what was forecasted in the EIS/EIR analysis. Therefore, the Proposed Project would not result in new or more severe significant transit impacts, and no new mitigation measures would be required.

Pedestrians

The EIS/EIR modeled peak period walking trips with and without the Transbay Terminal and Redevelopment Plan in place. Baseline pedestrian surveys were taken, and future year 2020 volumes were projected based on the level of transit, retail, commercial, and other activity anticipated in the area. Pedestrian volumes were anticipated to increase regardless of whether the project is implemented. The EIS/EIR predicted that the volume of pedestrians in the area during the PM peak hour would increase by approximately 141,000 by the year 2020, though only about 9,000 of those trips would be attributable to the project (including the Redevelopment Plan). The EIS/EIR found that the 9,000 additional trips would not be a considerable contribution to the overall increase in pedestrian trips, and determined that the project would not have a significant pedestrian impact. No pedestrian mitigation measures were identified. The Proposed Project would conform to the residential and commercial densities assumed for Block 1 in the EIS/EIR, so it would not generate more pedestrian trips than previously analyzed.

A Site Access and Circulation Review Memorandum¹² was prepared for the Proposed Project to examine the potential for hazards and conflicts between modes, including pedestrians. Pedestrian access to the Proposed Project would be provided on all four of the building's street frontages. The project would also include streetscape improvements, such as street trees, loading areas, and pedestrian amenities consistent with San Francisco's Better Streets Plan. The proposed truck access route to the site would require trucks to cross sidewalks at the intersections of Clementina Street with Main and Spear Streets. To facilitate pedestrian crossings at these intersections, the segment of Clementina Street to be constructed on the project site would be designed as a raised roadway at sidewalk height. This configuration would encourage vehicles to travel at reduced speeds and be more aware of pedestrian crossings. A stop sign would also be installed on Clementina Street's eastbound approach toward Spear Street, which would further reduce the potential for conflicts between trucks and pedestrians. No substantial modal conflicts involving pedestrians are anticipated, and the Proposed Project would not result in any new or more severe significant pedestrian impacts.

Bicycles

¹² Kittelson & Associates, Inc., *Transbay Block 1 Transportation Assessment – Site Access and Circulation Review (Final)*, October 13, 2015. This document is available for review at the Planning Department, 1650 Mission Street, 4th Floor, as part of Case File No. 2014-000953GEN.

The EIS/EIR analyzed bicycle traffic growth using field surveys and estimated year 2020 bicycle trip volumes. Year 2020 volumes were based on the San Francisco County Transportation Authority's transportation model outputs. The EIS/EIR estimated that the new Transbay Terminal and Redevelopment Plan could add up to 425 bicycle trips at the intersections studied during the peak 15-minute window, compared to a total of 45 bicycles counted in 2001. The EIS/EIR noted that there is no standard for determining bicycle level of service. Bicycle trips generated by proposed development are calculated using commercial square footage and residential unit counts. Given that the Proposed Project would have less retail square footage and fewer residential units than analyzed for Block 1 in the EIS/EIR, this analysis assumes that it would not generate more bicycle trips than previously analyzed.

The Site Access and Circulation Review Memorandum prepared for the Proposed Project examines the potential for hazards and conflicts between modes. The Proposed Project would not include curb cuts (driveways) that intersect bicycle lanes, thereby avoiding conflicts between bicycles traveling on the street and vehicles exiting project driveways. Access to the project's bicycle parking area would be located on a street with low vehicle and truck volumes (Clementina Street) that would function primarily as an alleyway, which would facilitate bicycle access to the site. Bicycles would need to pass the loading dock entrance/exit, so an audible and visual warning device would be included at the loading dock to alert bicyclists of oncoming vehicle and avoid conflicts. The Proposed Project would conform to the commercial and residential density envisioned in the Redevelopment Plan, and therefore would create no more bicycle trips than analyzed in the EIS/EIR. The Proposed Project would not cause new bicycle hazards or conflicts with other modes. No new significant impacts related to bicycles would result from the Proposed Project and no mitigation measures would be required.

Loading

The EIS/EIR did not identify any significant impacts related to passenger or commercial loading associated with the Redevelopment Plan. Since the Proposed Project would have less square footage and fewer residential units than assumed in the EIS/EIR, it would not result in any further increase in loading trips. The Proposed Project would have an off-street loading dock fronting Clementina Street, and all trucks would need to enter from northbound Main Street and exit to southbound Spear Street. Trucks traveling into and out of the loading dock would cross four pedestrian facilities: the sidewalk along the east side of Main Street, the sidewalk along the west side of Spear Street, the mid-block crosswalk on Clementina Street, and the sidewalk on the south side of Clementina Street. Although Project-related loading vehicles would only represent a portion of the total vehicular activity on the alleyway, the generally low speeds of truck movements may temporarily impede pedestrian circulation, but would not result in significant impacts such as hazards. In addition, trucks may temporarily block the right-hand travel lane on northbound Main Street or the garage exit to Spear Street while waiting for pedestrians to clear the sidewalks, similar to other vehicles attempting to turn onto or off of Clementina Street. These site circulation features of the Proposed Project would not cause hazards or substantial conflicts between modes, and would not result in significant impacts.

Emergency Access

The EIS/EIR did not find any significant impacts related to emergency vehicle access to the individual development parcels identified in the Redevelopment Plan. The Proposed Project would not include vehicular lane removal on any streets, or the introduction of physical impediments to emergency vehicle access. The building would be accessible from frontages along four streets (Folsom, Main, Spear, and Clementina Streets), and would be designed to meet Building Code standards for egress and emergency vehicle access. Since the Proposed Project would conform to the development density specified in the Redevelopment Plan, it would not result in demand for emergency services beyond levels assumed in the EIS/EIR. Therefore, no significant impacts pertaining to emergency vehicle access would occur, and no mitigation measures would be required.

Parking

As noted in the Aesthetics section above, SB 743 added Section 21099 to the Public Resources Code and eliminated the analysis of aesthetics and parking impacts for certain urban infill projects under CEQA. The Proposed Project meets the definition of a mixed-use project on an infill site within a transit priority area as specified by Section 21099.¹³ Accordingly, parking deficits can no longer be considered in determining the significance of the Proposed Project's physical environmental effects under CEQA. Therefore, the Proposed Project would not result in significant impacts related to parking deficits, and no mitigation measures would be necessary.

The EIS/EIR stated that approximately 14 percent of the parking in the Redevelopment Area (1,950 spaces) would be removed as a result of the Full Build Alternative, some of which are located on the Block 1 site. The EIS/EIR also noted that some of the parking would be replaced in new buildings constructed on the Redevelopment Plan sites. The available parking spaces in the area were filled to approximately 85 percent capacity on weekdays at the time of EIS/EIR preparation. The EIS/EIR anticipated that a reduction in parking spaces would constrain parking availability, forcing some drivers to park farther away from their destinations or use other modes of transportation. The displacement of parking spaces is generally not considered a physical environmental effect, but is a social effect and an inconvenience to drivers who must seek alternate parking. Accordingly, the EIS/EIR did not identify any significant impacts related to parking.

Site Circulation

The Site Access and Circulation Review Memorandum prepared for the Proposed Project examines the potential for hazards and conflicts caused by vehicles entering and exiting the Proposed Project's parking garage ramp along Spear Street. The memorandum found that vehicles attempting to enter the garage from northbound Spear Street would have to wait for a

¹³ San Francisco Planning Department, *Transit-Oriented Infill Project Eligibility Checklist, Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project – Block 1 (100-160 Folsom Street/289 Main Street)*, December 3, 2015. This document is available for review at the Planning Department, 1650 Mission Street, 4th Floor, as part of Case File No. 2014-000953GEN.

gap in southbound traffic to complete a left turn. However, given that volumes along Spear Street are anticipated to be relatively low, vehicles waiting to enter the garage are not expected to affect northbound street operations.¹⁴ Additionally, the Proposed Project's parking demand would not exceed the amount reported in the EIS/EIR because the commercial square footage and number of residential units would be less than the totals assumed in the Redevelopment Plan, as shown in Table 1 above. In any event, parking impacts of a transit-oriented infill project are not considered significant impacts on the environment. Cal. Public Resources Code § 21099 (d) (1). Therefore, no significant site circulation impacts associated with vehicles accessing the on-site parking facilities would occur.

Wind

A wind tunnel test was performed for the EIS/EIR, which included the proposed Transbay Terminal and conservative assumptions for the buildings that would be constructed in accordance with the land use program on the redevelopment parcels, including Block 1. Though the land use program ultimately adopted for the Block 1 site as part of the Redevelopment Plan included a maximum tower height limit of 300 feet, the wind tunnel test analyzed two potential towers on the Block 1 site: a 400-foot-tall tower at the western edge of the site and a 350-foot tall tower at the eastern edge of the site. These assumptions were sufficient to capture the maximum impacts of the ultimately-approved 300-foot tower height limit, as the wind speeds generated by the smaller 300-foot tower would be slower than those generated by a 350-foot or 400-foot tower in the same location. Wind speeds were modeled at 69 locations throughout the Redevelopment Area, as summarized in Table 2 below. The Full Build Alternative modeling resulted in nine locations that exceeded the comfort criterion (ground level wind speeds in excess of 11 mph) and one location that exceeded to hazard criterion (ground level wind speeds in excess of 26 mph). The Reduced Scope Alternative modeling resulted in seven locations that exceeded the comfort criterion and one location that exceeded the hazard criterion. None of the comfort criterion or hazard criterion exceedances were located on Block 1 or adjacent blocks. For the purposes of CEQA, only exceedances of the hazard criterion are considered significant impacts.

¹⁴ The Transit Center District Plan Final EIR reported that the existing southbound PM peak hour traffic volume on Spear Street is 481 vehicles, which would rise to 701 vehicles by the year 2030.

Table 2: Comparison of the Proposed Project's Wind Impacts to the EIS/EIR Wind Analysis

Wind Study Scenario	Number of Test Points Studied	Comfort Criterion (11 mph) Exceedances – Less than Significant Impacts	Hazard Criterion (26 mph) Exceedances – Significant Impacts
EIS/EIR: Full Build Alternative	69	9	1
EIS/EIR: Reduced Scope Alternative	69	7	1
Current Existing Conditions	24	None	None
Existing Conditions Plus Proposed Project	24	None	None
Cumulative Conditions Plus Proposed Project	24	1	None

To address the modeled hazard criterion exceedances, the EIS/EIR included a mitigation measure requiring wind tunnel testing to be performed for all subsequent individual development projects proposed within the Redevelopment Area. If any exceedances of the hazard criterion occur, design modifications or other mitigation measures would be required to mitigate or eliminate the exceedances.

Accordingly, a wind tunnel test was performed for the Proposed Project. The test modeled the proposed massing with the 400-foot-tall tower.¹⁵ Three scenarios were examined: 1) existing conditions, 2) existing conditions plus the Proposed Project, and 3) cumulative conditions plus the Proposed Project. The cumulative conditions included all buildings from the existing conditions scenario plus nearby approved and reasonably foreseeable projects, such as high-rise developments studied in the EIS/EIR and the EIR prepared for the nearby Transit Center District Plan. As shown in Table 2, wind speeds were modeled at 24 test points on and near the project site. Test points were selected to sample an area that is larger than the area within which wind speeds may be adversely affected by the Proposed Project. No exceedances of the comfort criterion were found for the existing conditions or existing-plus-project scenarios, and one exceedance was found for the cumulative conditions scenario near the northeast corner of Folsom and Beale Streets. No exceedances of the hazard criterion were found under any of the scenarios, therefore no design modification of the Proposed Project in accordance with the EIS/EIR wind mitigation measure would be required. Based on the above analysis, no significant wind impacts would occur as a result of the Proposed Project, including the proposed height limit increase to 400 feet. No new mitigation measures would be required.

¹⁵ Environmental Science Associates, *Potential Wind Conditions – Transbay Redevelopment Area, Block 1 – 160 Folsom Street*, April 9, 2015. This document is available for review at the Planning Department, 1650 Mission Street, 4th Floor, as part of Case File No. 2014-000953GEN.

Shadow

The EIS/EIR included a shadow analysis performed in accordance with CEQA and Planning Code Section 295. The methodology analyzes the potential shadow impacts of Proposed Project on public parks and open spaces as a percentage of theoretical annual available sunlight (TAAS) consumed. TAAS is a measure of the square-foot-hours of sunlight that would theoretically be available at a given park or open space during a typical year, assuming that it is sunny during all daylight hours. The first hour of the day after sunrise and the last hour before sunset are excluded from TAAS calculations. Though the land use program ultimately adopted for the Block 1 site as part of the Redevelopment Plan included a maximum tower height limit of 300 feet, the shadow study analyzed two potential towers on the Block 1 site: a 400-foot-tall tower at the western edge of the site and a 350-foot tall tower at the eastern edge of the site. These assumptions were sufficient to capture the maximum impacts of the ultimately-approved 300-foot tower height limit, as the shadow cast by the smaller 300-foot tower would be less than that of a 350-foot or 400-foot tower in the same location. The EIS/EIR shadow analysis found that the Transbay Terminal and the Redevelopment Plan would not cast shadow on any parks or open spaces subject to Section 295.¹⁶ Other public parks and open spaces not subject to Section 295 were still evaluated for potential impacts under CEQA. In San Francisco, a significant shadow impact would occur under CEQA if a proposed project would create new shadow in a manner that substantially affects outdoor recreation facilities or other public areas. The EIS/EIR indicated that some public accessible open spaces would see a diminution in sunlight during certain periods of the day and year, but that additional shading would not amount to a significant impact requiring mitigation measures. The EIS/EIR required all subsequent development projects in the Redevelopment Area to perform a shadow analysis. Specific to the Block 1 site, the EIS/EIR found that the tower proposed at the corner of Folsom and Spear Streets could shade the southern portion of Rincon Park in the late afternoon.

In accordance with the requirements of the EIS/EIR, a shadow analysis was prepared for the Proposed Project.¹⁷ The shadow analysis includes a 300-foot-tall tower and a 400-foot-tall tower scenario for the Block 1 site, in order to measure the difference in shadow that would be caused by the proposed tower height change from 300 feet to 400 feet. All other features of the project (townhouse and podium buildings) would fit within the massing envelope assumed in the EIS/EIR, as shown in Table 1, and therefore would not result in any additional shadow beyond what was previously studied. Accordingly, this section focuses only on new shadow that would be cast by the part of the Proposed Project that is between the 300-foot and 400-foot levels. Reasonably foreseeable projects were included in the analysis of cumulative shadow conditions, including forthcoming Transit Center District Plan and other Transbay Redevelopment Plan

¹⁶ Section 295 of the Planning Code only applies to public parks and open spaces that are under the jurisdiction of the San Francisco Recreation and Park Commission.

¹⁷ Prevision Design, *CEQA Evaluation of Shadow Impacts for 160 Folsom Street/Transbay Block 1, San Francisco, CA*, October 14, 2015. This document is available for review at the Planning Department, 1650 Mission Street, 4th Floor, as part of Case File No. 2014-000953GEN.

projects. Projects that would subsume (lessen) shadow cast by the Proposed Project were not included in the cumulative analysis unless they were already substantially under construction and completion was imminent. The shadow analysis found that the Proposed Project could cast new shadow on the following parks and open spaces. None are subject to Section 295 of the Planning Code, but were still evaluated for potential impacts under CEQA.

- Rincon Park – located along the Embarcadero at Folsom Street
- Transbay Park (future)¹⁸ – bounded by Beale, Clementina, Main, and Tehama Streets
- Spear Street Terrace – located on Spear Street south of Howard Street
- Howard/Fremont Plaza – located near Howard and Fremont Streets
- Main Street Plaza – located near Howard and Main Streets
- Transbay Terminal Park (future) – on the roof of the new Transbay Terminal

The results of the shadow analysis are shown in Table 3 below, which shows the amount of new shadow the proposed 100 foot height increase would add to each park or open space. The additional shading at each park and open space caused by the proposed tower height increase from 300 feet to 400 feet would be less than one half of one percent (0.5%) of the TAAS (ranging from 0.00% to 0.49% of TAAS). Table 4 shows how much shadow the proposed 100-foot height increase would add on the days when shadows would be the largest, and how many more days per year shadow would occur at each park. As shown, the maximum shadow size at any park would grow by less than one percent due to the proposed height increase, and the additional shadow duration on the maximum days would range from 18 to 45 minutes.

¹⁸ Future parks were included in an effort to provide a conservative analysis, though shadow impacts on future parks are not typically considered significant.

Table 3: Comparison of the Proposed Project's Shadow Impacts on Theoretically Available Annual Sunlight (TAAS) Due to Height Increase from 300 Feet to 400 Feet

	Rincon Park	Transbay Park (future)	Spear Street Terrace	Howard/Fremont Plaza	Main Street Plaza	Transbay Terminal Park (future)
Existing Conditions						
Size (acres)	3.23	1.31	0.73	0.20	0.11	3.97
Shadow due to Existing Structures	23.51%	30.22%	75.36%	70.57%	61.43%	26.32%
Existing Conditions Plus Proposed Project						
Potential Shadow Added by 300' Tower (already covered by EIS/EIR)	0.39%	2.37%	0.94%	0.10%	0.10%	0.003%
Potential Shadow Added by 400' Tower (modified project)	0.72%	2.42%	1.43%	0.22%	0.29%	0.026%
New Shadow due to Height Increase from 300' to 400' (shadow due to modification)	0.34%	0.03%	0.49%	0.12%	0.19%	0.02%
Cumulative Conditions Plus Proposed Project						
Potential Shadow Added by 300' Tower and Cumulative Projects (already covered by EIS/EIR)	2.09%	12.57%	1.23%	11.50%	5.75%	20.21%
Potential Shadow Added by 400' Tower and Cumulative Projects (modified project)	2.42%	12.62%	1.72%	11.62%	5.94%	20.21%
New Shadow due to Height Increase from 300' to 400' (shadow due to modification)	0.33%	0.05%	0.49%	0.12%	0.19%	0.00%

All shadow amounts are shown as a percentage of TAAS.

Table 4: Additional Shadow Size and Duration at Periods of Maximum Shadow Due to Height Increase from 300 Feet to 400 Feet

	Rincon Park	Transbay Park (Future)	Spear Street Terrace	Howard/ Fremont Plaza	Main Street Plaza	Transbay Terminal Park (Future)
Additional Days Per Year When New Shadow Would Occur (Any Size)	28	None	28	43	None	70
Day(s) of Maximum Shadow	Feb 23 & Oct 18	June 21	Feb 23 & Oct 18	May 10 & Aug 2	May 10 & Aug 2	Apr 5 & Sep 6
Additional Percentage of Park/Open Space Square Footage Shaded on Day of Maximum Shadow	0.65%	0.28%	0.75%	0.30%	0.41%	0.21%
Additional Duration of Shadow on Day of Maximum Shadow	45 mins	18 mins	18 mins	18 mins	44 mins	18 mins

Qualitative descriptions of the areas that would be shaded by the proposed tower height increase from 300 feet to 400 feet (shadow cast by the portion of the proposed building between the 300-foot and 400-foot levels) are provided below:

- Rincon Park: New shading from the proposed height increase on Rincon Park would occur on a small portion of the San Francisco Bay Trail near the center of the park and over existing restaurant structures during mid- to late-afternoon. The proposed height increase would result in some new shadow for 28 days of the year. The new shadow would last approximately 45 minutes on days when shadows would be the largest, between February 23rd and October 18th. Based on park use observations, usage was varied throughout the day with mornings and afternoons having less activity than midday periods.
- Transbay Park (Future): New shading from the proposed height increase would occur in early-morning in July, August, and early May, and would depart the park before 10 am. The proposed sculptured topography feature and the intersecting paved pathways would be the areas principally affected by new shadow. Due to the dense pattern of tree planting proposed along the park's periphery, the perceived impact of new shading may be somewhat diminished. As Transbay Park has not yet been constructed, no park usage observations could be conducted. The proposed 100-foot height increase would result in

approximately 18 minutes of additional shade duration on the summer solstice, when shadows would be the largest.

- Spear Street Terrace: New shading from the proposed height increase on Spear Street Terrace would fall primarily in the northeast corner of the open space during mid- to late-afternoon between August and May. The proposed 100-foot height increase would result in some new shadow for 28 days of the year. The new shadow would last approximately 18 minutes on days when shadows would be the largest, February 23rd and October 18th. Use observations revealed that the number of users during a given 30-minute period ranged from zero on the weekend to 28 during weekday midday periods. On weekdays, visitors were observed using seating areas to eat and make phone calls.
- Howard/Fremont Plaza: New shading from the proposed height increase would primarily shade the eastern part of the plaza during morning hours. The proposed 100-foot height increase would result in some new shadow for 43 days of the year. The new shadow would last approximately 18 minutes on days when the shadows would be the largest, May 10th and August 2nd. Plaza use observations revealed that the number of users during a given 30-minute period ranged from zero on the weekend to 20 during weekday midday periods. Visitors on weekdays tended to use the plaza as informal meeting space. No visitors were present during weekend observation times.
- Main Street Plaza: New shading from the proposed height increase would shade the southeast corner of the plaza during morning hours. The proposed 100-foot height increase would result in approximately 44 minutes of additional shade duration on days when shadows would be the largest, May 10th and August 2nd. Plaza use observations revealed that the number of users during a given 30-minute period ranged from zero on the weekend to 44 during weekday midday periods. Visitors were observed using the plaza as a place to rest or eat lunch.
- Transbay Terminal Park (Future): The areas affected by new shadow from the proposed height increase would be at the eastern end of the park and a portion of the central park during early morning in the spring and fall. Less than five percent of the park area would be shaded at the time of maximum impacts. The proposed 100-foot height increase would result in some new shadow for 70 days of the year. The new shadow would last approximately 18 minutes on days when shadows would be the largest – April 5th and September 6th. Though plans for the park are not finalized, the shaded area would likely contain benches, pathways, or passive recreation features. As Transbay Terminal Park has not yet been constructed, no park usage observations could be conducted.

As discussed above, the new shadow created by the proposed 100-foot height increase would consume less than one-half of one percent of TAAS at any of the six affected parks and open spaces. On the day(s) of maximum shading, less than one percent of each park's square footage would receive additional shading at the time when shadows are the largest. Shadows (of any size) would last from 18 to 45 minutes longer on the day of maximum shading, and the increase

in shadow duration would be smaller on other days of the year. Based on site visits, all of the affected parks were observed to have low to moderate usage. Activities in the affected portions of the parks and open spaces consisted primarily of passive activities, such as eating lunch, resting, and making phone calls. Areas that would be newly shaded would, in most cases, be located at the edges of the affected parks and open spaces. Given the limited increase in shadow size and duration, the proposed height increase from 300 to 400 feet would not create new shadow in a manner that substantially affects outdoor recreation facilities or other public areas. Therefore, the Proposed Project changes would not result in any new or more severe significant impacts compared to those identified in the EIS/EIR, and no new mitigation measures would be required.

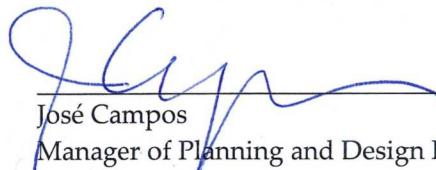
Conclusion

Based on the foregoing, it is concluded that the analyses conducted and the conclusions reached in the Final EIS/EIR certified on April 22, 2004 remain valid. The proposed revisions to the project would not cause new significant impacts not identified in the EIS/EIR, nor would the project cause significant impacts previously identified in the EIS/EIR to become substantially more severe. No new mitigation measures would be necessary to reduce significant impacts. No changes have occurred with respect to circumstances surrounding the Proposed Project that would cause significant environmental impacts to which the project would contribute considerably, and no new information has become available that shows that the project would cause significant environmental impacts. Therefore, no supplemental environmental review is required beyond this Addendum.

Date of Determination:

January 14, 2016

I do hereby certify that the above determination has been made pursuant to State and Local requirements.



José Campos
Manager of Planning and Design Review,
Office of Community Investment and Infrastructure

cc:

Bulletin Board / Master Decision File
Distribution List



Addendum to Environmental Impact Report

Date: June 13, 2022

Case No.: 2018-015785ENV

Project Title: Transbay Block 4 Redevelopment Project

EIR Case No.: Case No. 2000.048E

State Clearinghouse No.: 95063004, certified April 22, 2004

Project Sponsor: Allie Stein, Hines; allie.stein@hines.com (415.399.6257)

Agency Contact: José Campos, Office of Community Investment and Infrastructure, jose.campos@sfgov.org (415.749.2554)

Staff Contact: Michael Li, San Francisco Planning Department, michael.j.li@sfgov.org (628.652.7538)

CONCLUSION

Based on the further analysis provided below, it is concluded that the analyses conducted and the conclusions reached in the final EIS/EIR certified on April 22, 2004, remain valid. The proposed revisions to land use controls established by the Redevelopment Plan for the Transbay Redevelopment Project Area and the Development Controls and Design Guidelines for the Transbay Redevelopment Project, and accompanying development of Transbay Block 4 would not cause new significant impacts that were not identified in the EIS/EIR, nor would the Proposed Project cause significant impacts that were previously identified in the EIS/EIR to become substantially more severe. No new mitigation measures would be necessary to reduce significant impacts. No changes have occurred with respect to circumstances surrounding the Proposed Project that would cause significant environmental impacts to which the Proposed Project would contribute considerably, and no new information has become available that shows that the Proposed Project would cause significant environmental impacts. Therefore, no supplemental environmental review is required beyond this addendum.

I do hereby certify that the above determination has been made pursuant to state and local requirements.



José Campos
Manager of Planning and Design Review
Office of Community Investment and Infrastructure

June 13, 2022
Date of Determination

REMARKS

The Successor Agency to the Redevelopment Agency of the City and County of San Francisco (commonly referred to as the Office of Community Investment and Infrastructure or "OCII"), proposes to approve a residential development project on Block 4 of the Transbay Redevelopment Project Area and a new segment of Tehama Street, which includes the following actions (collectively, the Proposed Project): (1) authorize and recommend for approval to the Board of Supervisors of the City and County of San Francisco (City) an amendment to the Redevelopment Plan for the Transbay Redevelopment Project Area (Redevelopment Plan) to increase the maximum height on Transbay Block 4 from 450 feet to 513 feet and increase the maximum floor plate sizes on Block 4 from 7,500 square feet to 13,500 square feet for buildings between 85 feet and 250 feet in height and from 13,000 square feet to 15,200 square feet for buildings between 500 feet and 550 feet in height but limited to the portion of such buildings that is between 85 feet and 122 feet in height; (2) an amendment to the Development Controls and Design Guidelines for the Transbay Redevelopment Project Area (DCDG) to make conforming and related modifications to certain height and bulk restrictions, setback requirements, and other development controls; and (3) authorization of a Disposition and Development Agreement (DDA) and approval of a Schematic Design governing development of the residential development project on Block 4 and a new segment of Tehama Street. As shown in Figure 1, the Project Site consists of Assessor's Block 3739 Lot 010 (Block 4) and Lot 011 (new Tehama Street).

A. PROJECT DESCRIPTION

As shown in Figure 2, the proposed residential development on Transbay Block 4 is a mixed-use development consisting of a Tower Project, a Mid-Rise Project, a Podium that includes the Shared Parking Garage and Public Open Space (each as further described below), and associated streetscape improvements that includes a new segment of Tehama Street. Overall, the Proposed Project would include approximately 955,259 gross square feet¹ (gsf), including approximately 839,341 gsf of residential space and approximately 8,389 gsf of ground-floor retail space. The proposed buildings at the Project Site, as depicted in Figure 3 and Figure 4, would include the following:

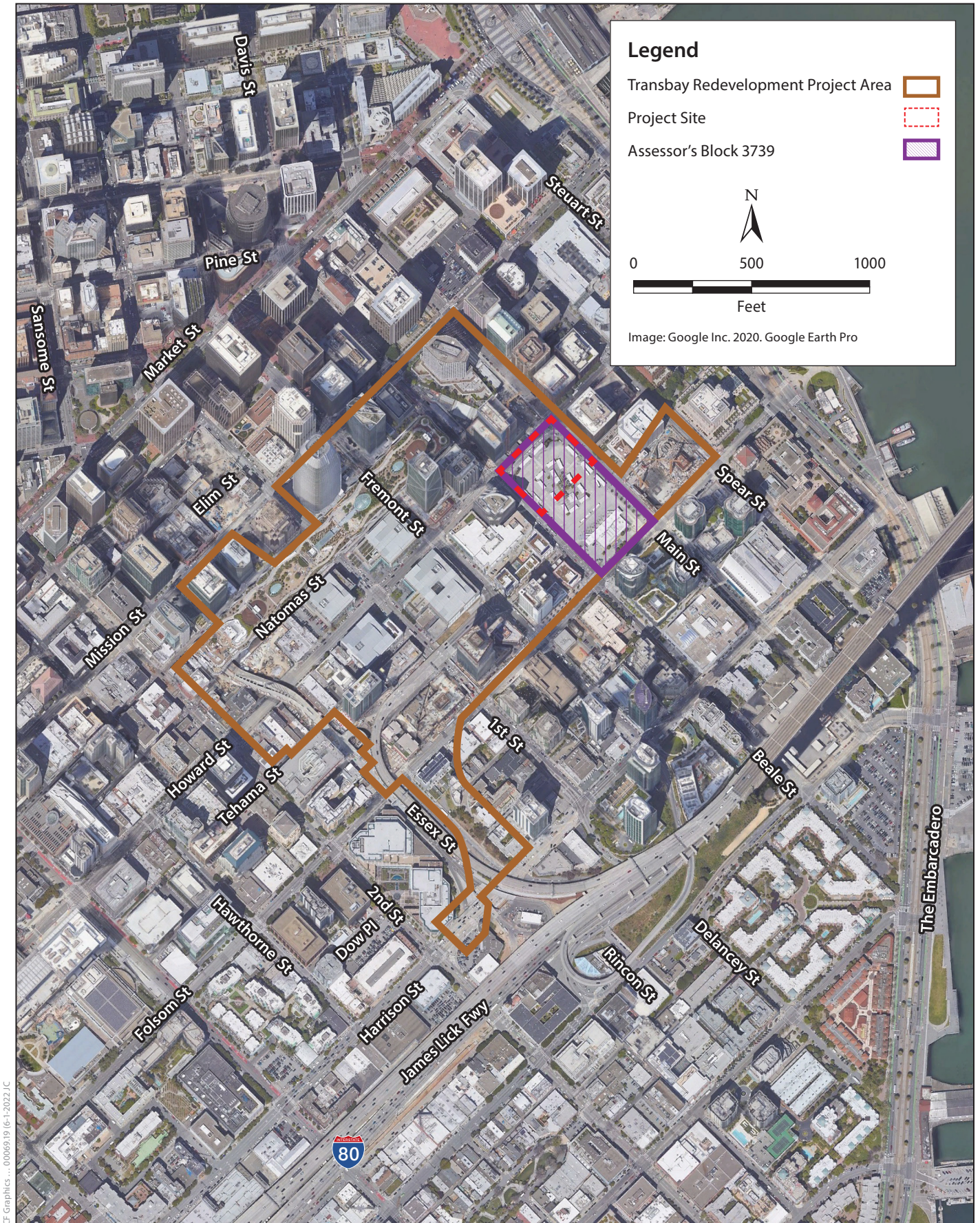
- The Tower Project would combine a proposed 513-foot-tall, 47-story mixed-use residential high-rise tower at the corner of Howard Street and Main Street with an adjacent 71-foot-tall, six-story townhouse building, facing Tehama Street. The top of the mechanical enclosure would extend up to 39 feet above the roof of the tower; therefore, the tallest point on the Tower Project would be up to 552 feet above grade. The proposed program at the Tower Project would include ground-floor retail spaces fronting Howard Street, 324 apartment units, 20 townhouse units, and 135 condominium units, along with amenity spaces.
- The Mid-Rise Project would include a 163-foot-tall, 16-story mixed-use residential mid-rise building, facing Howard Street and Beale Street. The top of the mechanical enclosure would extend up to 16 feet above the roof; therefore, the total height of the Mid-Rise Project would be up to 179 feet when the mechanical penthouse is included. The Mid-Rise Project would include 202 apartment units, community rooms, laundry rooms, and other indoor amenities, along with

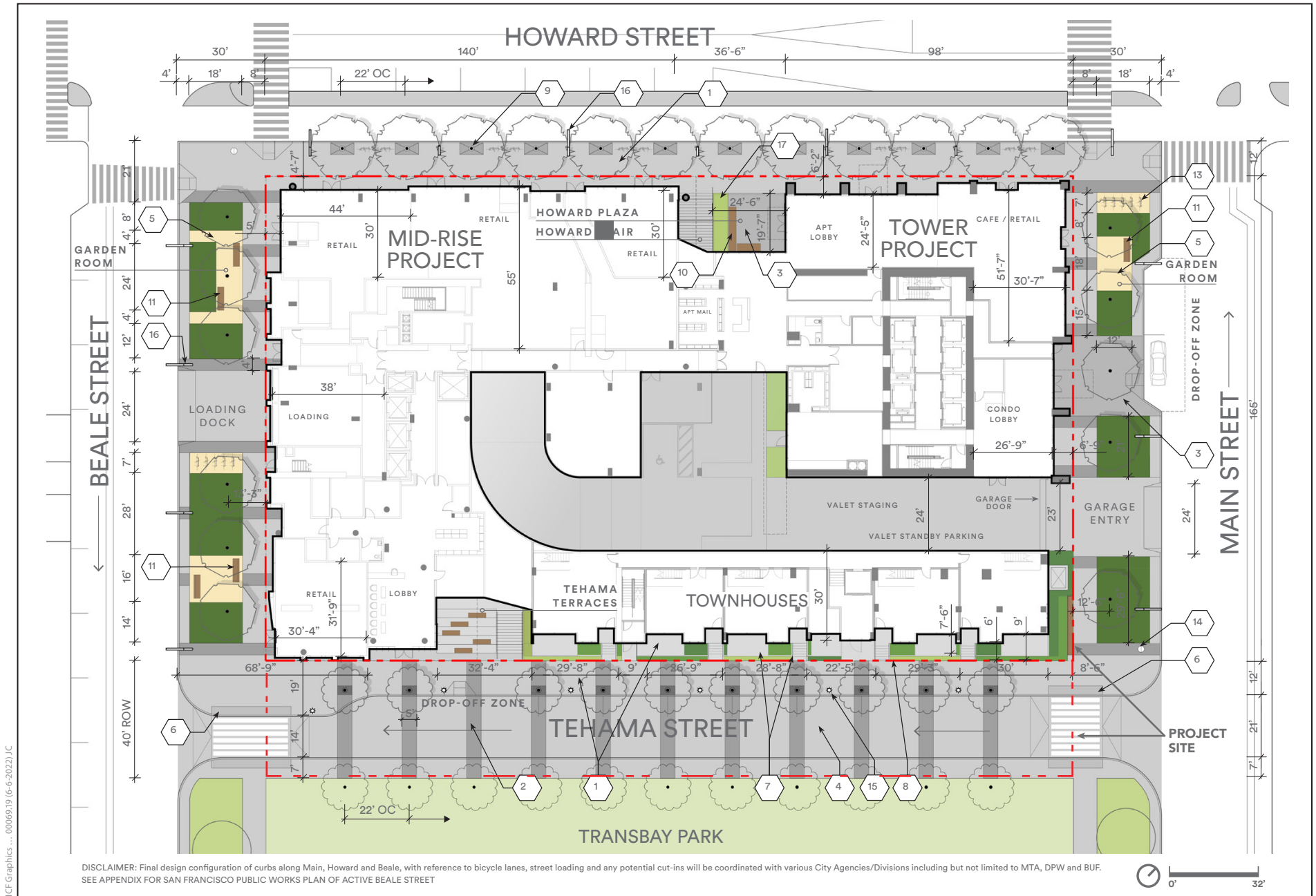
¹ The total gsf includes residential gsf and retail gsf as well as approximately 107,529 gsf for major utilities, underground parking, and loading and related back-of-house areas on the ground floor.

roof terraces. The ground-floor area of the Mid-Rise Project would include retail space along Howard and Tehama streets.

- The Podium building would consist of a Shared Parking Garage located on three basement levels that would include major utilities, trash areas, tenant storage areas, and parking for users of the Proposed Project. Vehicular parking would consist of approximately 224 physically marked stalls providing parking for up to 275 vehicles (including two car-share vehicles), through a combination of valet parking and vehicle stackers. The Proposed Project would provide a minimum of 556 class I combined bicycle parking spaces within the basement levels of the proposed garage, also serviced by valet staff. In addition, the Podium building would consist of an up to a 20-foot high single-story above ground, connected to and shared by both the Tower Project and the Mid-Rise Project and the basement levels below the entire Proposed Project. The Podium would house utility rooms and related back-of-house services, loading dock, ground-floor valet parking drop-offs, one parking space, and drive aisles and driveway ramps. The roof of the Podium would contain a minimum of 4,250 square feet of Public Open Space, which would be connected by a stairway and a stepped terrace open space connections to Howard and Tehama streets (respectively) at ground level.

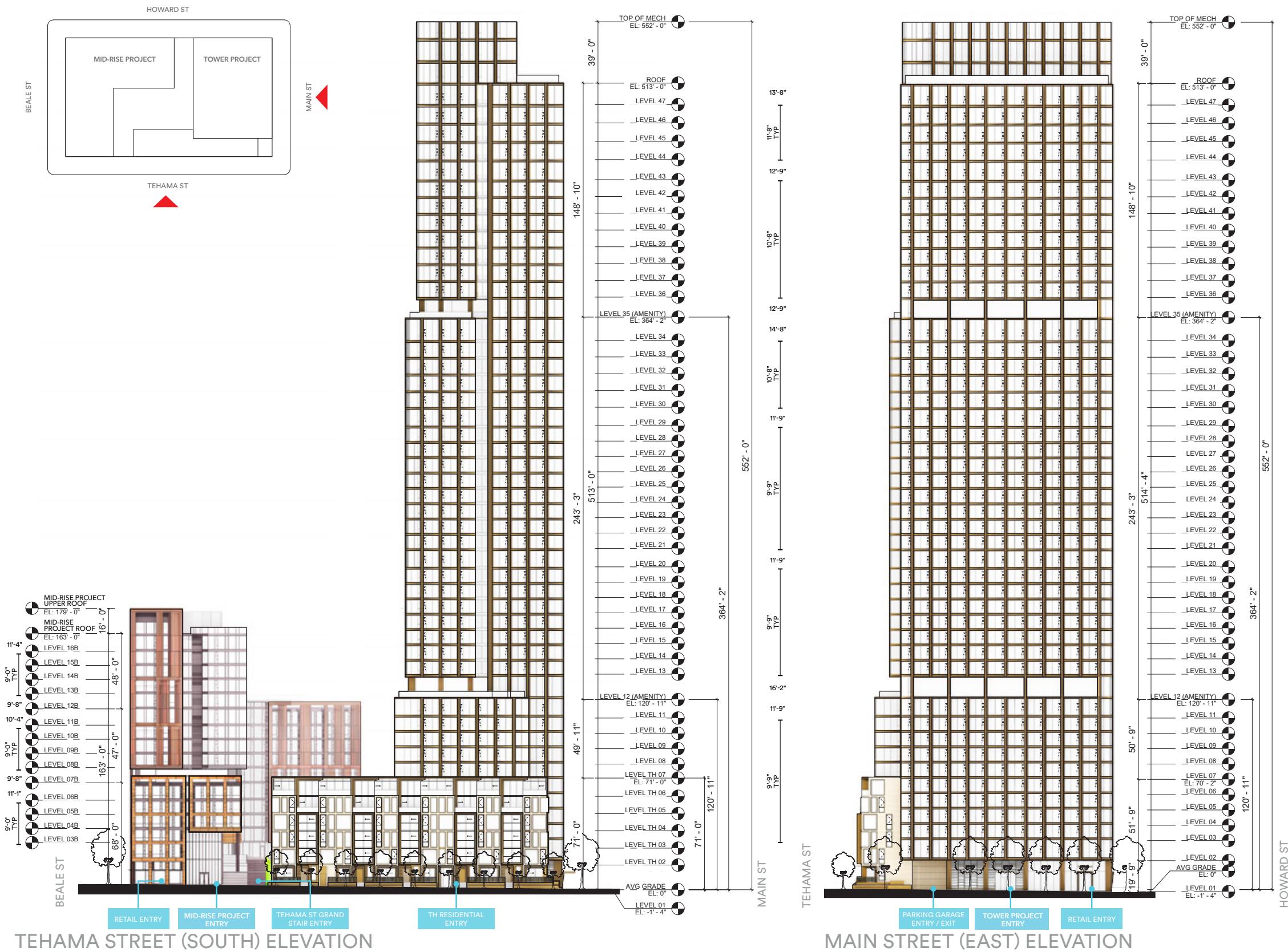
Vehicular access to the Project Site would be provided from a new 24-foot-wide curb cut and two-way driveway at Main Street. Off-street commercial loading would occur within the loading dock, which would be accessible from a new 24-foot-wide curb cut on Beale Street. Approximately 340 linear feet of curb would be designated for commercial or passenger loading (i.e., 120 feet on Howard Street, 40 feet on Main Street, 180 feet on Tehama Street). This amount of curb space would equate to 17 passenger loading spaces (assuming 20 feet per space) or about 10 commercial loading spaces (assuming 30 to 35 feet per space). Passenger loading would be in effect 24 hours per day, seven days per week. Commercial loading would be in effect Monday through Saturday from 7 a.m. to 4 p.m., consistent with commercial loading zones in the area. The specific allocation of curb space between passenger and commercial loading has not been defined, and all color curb changes would be subject to review and approval by the San Francisco Municipal Transportation Agency (SFMTA).

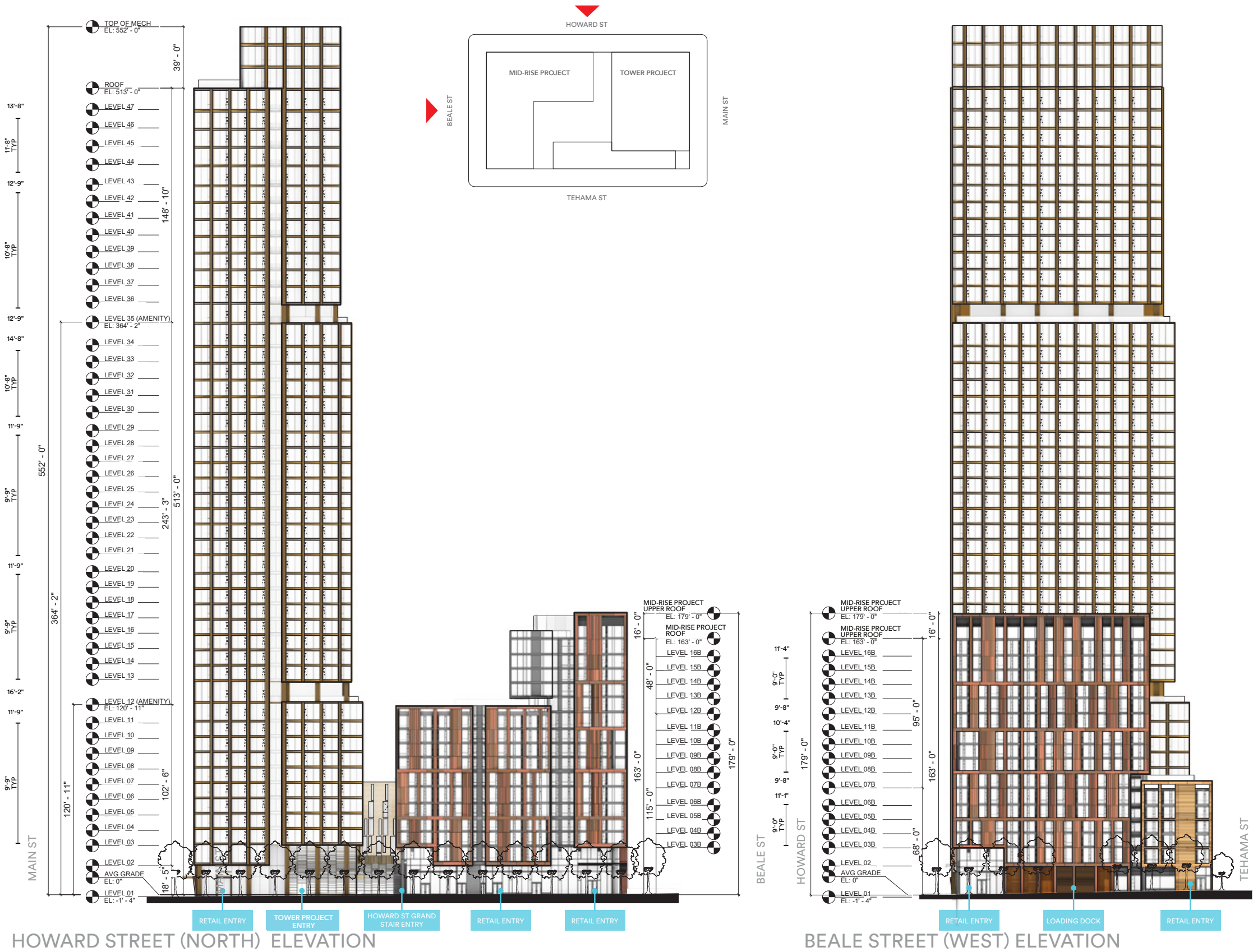




Source: Hines, 2020.

Figure 2
Proposed Site Plan





Source: Hines, 2022.

Figure 4
Proposed Elevations - Howard Street (North) & Beale Street (West)

Streetscape modifications adjacent to the Project Site would be consistent with the *Transbay Redevelopment Project Area Design for Development* (Design for Development) document published in October 2003 and described and defined in the Redevelopment Plan. The Design for Development provides a development framework for the Transbay Redevelopment Project Area as well as specific design recommendations that apply to all development in the area, including the Proposed Project. For Tehama Street, the Project Sponsor would be responsible for implementing all of the streetscape improvements described below. For Beale Street, Howard Street, and Main Street, the Project Sponsor would be responsible for implementing the streetscape improvements between the property line and the curb; the City would implement the streetscape improvements beyond the curb. Proposed modifications to streets adjacent to the Project Site are as follows:

- **Tehama Street.** The Proposed Project would make Tehama Street a new midblock alley (i.e., a 40-foot right-of-way) between Beale Street and Main Street. The Tehama Street roadway would be approximately 21 feet wide and have one westbound vehicle travel lane, approximately 14 feet wide. A total of nine passenger or commercial loading spaces (about 180 feet long), including two accessible spaces with curb ramps, would be provided on the north side of the street. Raised crosswalks would be provided at the Beale Street and Main Street intersections, connecting the Project Site with the south-adjacent (future) Transbay Block 3 Park. A 12-foot-wide sidewalk with an 8.5 feet clear walkway and curbside tree zone would be constructed on the north side of the street, and a 7-foot-wide sidewalk would be constructed on the south side of the street. A bulb-out would be constructed at the northeast corner of the Tehama Street/Beale Street intersection, increasing the sidewalk width to 19 feet (from 12 feet) and reducing the Tehama Street crossing distance from 21 feet to 14 feet.
- **Beale Street.** Vehicle travel lanes would be reduced from three southbound travel lanes (two mixed-flow lanes and one bus-only lane) to two southbound mixed-flow lanes. A curbside casual carpool lane would be provided on the west side of the street, along with a 6-foot-wide southbound bicycle lane and a 2-foot, 6-inch buffer to separate the bicycle lane from the travel lane. Under the Design for Development program, the east sidewalk would be widened from 10 feet to 30 feet and include a 9-foot-wide clear path of travel adjacent to the building, a 17-foot-wide landscaped area, and a 4-foot-wide hardscaped area along the east curb. A 24-foot-wide curb cut would be constructed to provide vehicle access to the proposed off-street loading dock. However, the City has approved the Active Beale Project, which, instead, would consist of a 12-foot-wide two-way bicycle track and an 8-foot buffer and would be constructed by the City to separate the bicycle lanes from the travel lanes. The Project Sponsor would be responsible for constructing the east sidewalk, which would be widened from 10 feet to 17 feet, 6 inches near the Howard Street intersection and include a 9-foot-wide clear path of travel adjacent to the building; a 6-foot, 6 inch-wide landscaped area; and a 2-foot-wide hardscaped area along the east curb.
- **Howard Street.** Vehicle travel lanes would be reduced from four travel lanes (two westbound mixed-flow lanes, one eastbound mixed-flow lane, and one eastbound bus-only left-turn lane) to two travel lanes (one westbound mixed-flow lane and one eastbound mixed-flow lane), with an eastbound left-turn lane at Main Street. A 12-foot-wide, two-way protected cycle track (class I) would be constructed on the south side of the street, and the existing class III lanes (sharrows) would be removed. Six passenger or commercial loading spaces (about 120 feet long) would be marked on the Project Site frontage, and five passenger or commercial loading spaces (about

100 feet long) would be marked on the opposite (north) side of Howard Street, near the intersection with Beale Street. The existing 12-foot-wide sidewalk with new trees on curbside zone and the 16-foot-wide sidewalk on the north side would be maintained on the street.

- **Main Street.** Vehicle travel lanes would be reduced from three northbound travel lanes (two mixed-flow lanes and one bus-only lane) to two northbound mixed-flow lanes. A northbound 6-foot-wide curbside bicycle lane, with a 2-foot, 6-inch buffer to separate it from the travel lanes, would be provided on the east side of the street. On the west side of the street, two passenger or commercial loading spaces would be marked in an approximately 40-foot-long bulb-in on the Project Site frontage north of the proposed garage driveway. Under the Design for Development program, the west sidewalk would be widened from 15 feet to 30 feet and include a 9-foot-wide clear path of travel adjacent to the Tower Project and two configurations for landscaped and hardscaped areas. North of the driveway, the landscaped area would be reduced to 12.5 feet in width, and the hardscaped area would be reduced to 2.5 feet in width at the loading cut-in. South of the garage driveway would be a 17-foot-wide landscaped area and a 4-foot-wide hardscaped area along the curb. A 24-foot-wide curb cut would be constructed to provide vehicular access to the proposed valet parking in the below-grade garage. The City is studying the design of a new one-way protected bicycle lane on the east side of Main Street, which, if approved, would reduce the sidewalk expansion at the Project Site from the proposed 30 feet to 25 feet, 6 inches.

Detailed construction plans have not been finalized. However, based on preliminary plans, it is anticipated that construction activities would take up to approximately 48 months to complete. Work is expected to occur Monday through Friday from 7 a.m. to 8 p.m. On occasion, construction may also take place on Saturdays from 8 a.m. to 4 p.m. on an as-needed basis and subject to compliance with the San Francisco Noise Ordinance and Department of Building Inspection permit provisions. Construction staging would occur primarily within the confines of the Project Site but occasionally use portions of the public right-of-way along Howard, Main, and Beale streets. Travel-lane, parking-lane, and sidewalk closures would most likely be needed. During periods of travel-lane and sidewalk closures, wayfinding signs and pedestrian protection would be erected, as appropriate, in accordance with the public works code and the blue book.²

The Proposed Project described above would require amendments to the Transbay Redevelopment Plan and DCDG, as follows:

Redevelopment Plan Amendments

No.	Topic	Plan Standards	Proposed Changes
1	Tower Maximum Height	Maximum height on Block 4 is 450 feet	Increase maximum height to 513 feet on Block 4
2	Increase Bulk Limit on Tower (maximum floor plate area)	Maximum floor plate area is 13,000 square feet (sf) for the portions of a 513-foot-tall Tower higher than 85 feet	Increase maximum floor plate area on Block 4 to 15,200 sf for buildings over 500 feet tall, but limited to the portion of said

² San Francisco Municipal Transportation Agency, *Regulations for Working in San Francisco Streets*, 8th edition, revised October 202, https://www.sfmta.com/sites/default/files/reports-and-documents/2022/05/blue_book_8th_ed_accessible_rev_5-2022_v3.7.4.pdf, accessed June 14, 2022.

			buildings between 85 feet and 122 feet in height
3	Increase Bulk Limit on Mid-Rise Project (maximum floor plate area)	Maximum floor plate area of 7,500 sf for buildings with heights in the range of 85 feet to 250 feet (height of Mid-Rise Project)	Increase maximum floor plate area to 13,500 sf for buildings on Block 4 with heights in the range of 85 feet to 250 feet

Overall Block 4 DCDG Amendments

<i>No.</i>	<i>Topic</i>	<i>DCDG Standards</i>	<i>Proposed Changes</i>
1	Parcel, Setback, & Height Maps	Proposed Project is not compliant with restrictions on Parcel Map 3, Setback Map 4, and Height Map 5	Add alternative to parcel, setback, and height maps to match the Proposed Project
2	Construction over Open Space Parcel	Construction over Open Space Parcel allowed on only one block fronting Folsom Street to accommodate expansion of a ground-floor commercial use, with open space on roof	Allow construction over Open Space Parcel on Block 4 to accommodate ground-floor parking and drive aisles, with open space on roof
3	Townhouse Frontage	Required on Main and Beale streets on Block 4	Eliminate requirement for Townhouse frontages on Main and Beale streets
4	Setbacks on Beale, Howard, Main, and Tehama Streets	Six-foot to 10-foot setbacks required	Eliminate setback requirement on Beale and Howard streets, reduce setback length on Main Street frontage to coincide with Townhouse building, and remove setback requirement on Mid-Rise Project's Tehama Street frontage
5	Off-street Parking on Ground Floor	Off-street parking not allowed on ground floor	Permit off-street handicapped parking and temporary valet parking on the ground floor of Block 4

Tower Project DCDG Amendments

<i>No.</i>	<i>Topic</i>	<i>DCDG Standards</i>	<i>Proposed Changes</i>
6	Tower Building Maximum Height	Maximum height is 450 feet on Block 4	Increase maximum height of Tower Parcel to 513 feet on Block 4
7	Tower Building Maximum Screening Height	Maximum of 10% of building height, or 51 feet, for a 513-foot-tall Tower	Maximum of 39 feet of screening above Tower roofline—must adequately screen mechanical equipment

8	Townhouse Parcel Height	Maximum height of Townhouse Parcels is 50 feet	Increase maximum height of Townhouse Parcel to 71 feet on Block 4
9	Townhouse Maximum Number of Floors	Maximum of four floors	Increase to maximum of six floors for Townhouses on Block 4
10	Maximum Plan Dimension	Maximum plan dimension of 130 feet for buildings with heights between 501 and 550 feet	Increase maximum plan dimension to 150 feet for buildings with heights between 501 and 550 feet on Block 4
11	Maximum Floor Plate Aspect Ratio	Maximum 1:1.2 for buildings with heights between 501 and 550 feet	Increase to 1:1.46
12	Maximum Floor Plate Area	Maximum 13,000 sf above 85 feet for buildings with heights between 501 feet and 550 feet	Increase maximum floor plate area on Block 4 to 15,200 sf for the portions of a Tower over 500 feet tall between 85 feet and 122 feet in height
13	Townhouse Width	Maximum of 30-foot-wide Townhouse modules between unit demising walls	Apply to architectural expression of façade/modulation on Block 4

Mid-Rise Project DCDG Amendments

No.	Topic	DCDG Standards	Proposed Changes
14	Block 4 Podium 1 Parcel Height	Maximum of 65 feet	Increase height to maximum 163 feet, redesignate as Mid-Rise Parcel
15	Block 4 Podium 2 Parcel Height	Maximum of 85 feet	Increase height to maximum 115 feet, redesignate as Mid-Rise Parcel
16	Maximum Plan Dimension	Maximum plan dimension of 100 feet for buildings with heights in the range of 85 feet to 250 feet	Increase maximum plan dimension for buildings with heights in the range of 85 feet to 250 feet on Block 4 to 147 feet
17	Maximum Floor Plate Aspect Ratio	Maximum 1:1.6 for buildings with heights in the range of 85 feet to 250 feet	Increase to 1:1.7 for buildings with heights in the range of 85 feet to 250 feet on Block 4
18	Maximum Floor Plate Area	Maximum 7,500 sf for buildings heights in the range of 85 feet to 250 feet	Increase maximum floor plate area to 13,500 sf for buildings with heights in the range of 85 feet to 250 feet on Block 4
19	Mid-rise Parcel Designation	Designated previously as Townhouse Parcel	Redesignate about 75-foot-long portion of Townhouse Parcel to the Block 4 Mid-Rise Parcel

20	Mid-rise Parcel Height at Tehama & Beale	Maximum height of Townhouse Parcel is 50 feet	Portion of Townhouse Parcel redesignated as Mid-Rise Parcel includes maximum height increase to 68 feet
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BACKGROUND

A final environmental impact statement/environmental impact report for the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project (EIS/EIR Project),³ San Francisco Planning Department (Planning Department) case number 2000.048E and State Clearinghouse number 95063004, was certified on April 22, 2004, at a joint hearing of the San Francisco Planning Commission and the Transbay Joint Powers Board. The EIS/EIR Project consisted of (1) alternative designs for the new Transbay Terminal; (2) an underground extension to the Caltrain commuter rail system, extending 1.3 miles from its current terminus at Fourth and King streets to downtown San Francisco; and (3) several land use redevelopment alternatives as part of the Transbay Redevelopment Plan. The Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project EIS/EIR has been supplemented with eight addenda issued by the co-lead agencies and/or the responsible agencies administering the EIS/EIR Project.

The Transbay Redevelopment Plan sets forth land use and zoning standards as well as public street and streetscape improvements south of the Transbay Terminal, providing additional office, retail/hotel, and residential development, including affordable housing, in the area. Under the Transbay Redevelopment Plan, OCII, as the successor agency to the Redevelopment Agency of the City, has land use authority over Zone One of the Transbay Redevelopment Plan/Redevelopment Project Area and is the California Environmental Quality Act (CEQA) lead agency for approval actions under the Redevelopment Plan.

Development of Assessor's Block 3739 was included in the Transbay Redevelopment Plan and EIS/EIR analysis. Table 1, below, provides an overview of the development on Assessor's Block 3739 analyzed in the EIS/EIR under the Full Build Alternative and the Reduced Scope Alternative as well as the proposed development on Block 4 under the Proposed Project. The EIS/EIR studied the two alternatives as representations of the range of reasonable development that could occur. As shown in Table 1, the EIS/EIR analyzed development on Assessor's Block 3739 of up to 1,758,375 gsf of residential space (1,465 dwelling units), 397,360 gsf of office space, and 98,935 gsf of retail space under the Full Build Alternative and up to 878,400 gsf of residential space (732 dwelling units) and 58,400 gsf of retail space under the Reduced Scope Alternative.

³ U.S. Department of Transportation, Federal Transit Administration, City and County of San Francisco, Peninsula Corridor Joint Powers Board, and San Francisco Redevelopment Agency, *Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project Final Environmental Impact Statement/Environmental Impact Report and Section 4(f) Evaluation*, March 2004. Available: <<https://tjpa.org/documents/final-eiseir>>. Accessed September 2, 2020.

Table 1. Overview of EIS/EIR Full Build Alternative and Reduced Scope Alternative Assumptions Compared to Proposed Project

Square Footage	EIS/EIR Full Build Alternative Assumptions for Assessor's Block 3739	EIS/EIR Reduced Scope Alternative Assumptions for Assessor's Block 3739	Proposed Project
Residential (number of d.u.)	1,758,375 gsf (1,465 d.u.)	878,400 gsf (732 d.u.)	839,341 gsf (681 d.u.)
Office	397,360 gsf	0 gsf	0 gsf
Retail	98,935 gsf	58,400 gsf	8,389 gsf
Total	2,254,670 gsf	936,800 gsf	847,730 gsf^a
Source: Hines, 2022. Note: ^a . The total includes residential gsf and retail gsf, plus areas such as lobbies and other shared spaces. The total does not include the area for underground parking, major utilities, or loading on the ground floor. Accounting for all of the aforementioned areas, the Proposed Project would construct a total of approximately 955,259 gsf. d.u. = dwelling unit; gsf = gross square feet			

The DCDG added further specificity to the proposed bulk/massing on the Project Site by calling for townhouses up to 50 feet in height on the southwestern portion of the Project Site; a mid-rise building⁴ up to 65 feet in height on the northwestern portion of the Project Site; a mid-rise building up to 85 feet in height on the northern portion of the Project Site; and a tower up to 450 feet in height on the eastern portion of the Project Site, with open space in the central core of the Project Site.⁵

The EIS/EIR characterized the anticipated development in the Transbay Redevelopment Project Area as transit-oriented land uses in the vicinity of the Transbay Terminal, providing a mix of residential and commercial space. The land use plan studied in the EIS/EIR identified a development program for the Block 4 site, consisting of primarily residential uses, with some office and ground-floor retail uses and services.

B. PROPOSED REVISIONS TO THE EIS/EIR PROJECT

The Transbay Redevelopment Plan divided Assessor's Block 3739 into three separate areas: Block 2 (fronting Folsom Street),⁶ Block 3 (proposed to include a public park), and Block 4 (fronting Howard Street).

⁴ DCDG nomenclature refers to these mid-rise buildings as "podium" buildings, but for sake of clarity they are referred to herein as "mid-rise" buildings, as distinguished from the actual Podium building in the Proposed Project.

⁵ San Francisco Redevelopment Agency, *Development Controls and Design Guidelines for the Transbay Redevelopment Project*, January 25, 2005 (as amended), https://sfocii.org/sites/default/files/20180906_TB_DCDG_Revision.pdf, accessed June 6, 2022.

⁶ A Request for Proposals (RFP) was released by OCII in August 2020 for the development of mixed-use affordable family and senior rental housing units at Transbay Block 2.

The Project Site, and the focus of this EIR addendum, includes Block 4 and a new segment of Tehama Street immediately adjacent to the southeast.

The Proposed Project differs from the development described in the EIS/EIR in that a 513-foot-tall tower with slightly larger massing at heights between 85 to 122 feet (the Tower Project) is now proposed at the eastern edge of Block 4 instead of the previously analyzed 450-foot-tall tower, and permits larger maximum floor plates (up to 15,200 square feet) that portion of the tower between 85 feet and 122 feet in height. In addition, the mid-rise components of the Proposed Project would be taller than the height and have greater bulk/massing than the limits studied in the EIS/EIR. Table 2, below, compares the development on Assessor's Block 3739 analyzed in the EIS/EIR under the Full Build Alternative to the proposed development on Block 4 under the Proposed Project.

Table 2. Detailed Comparison of EIS/EIR Full Build Alternative Assumptions to Proposed Project

Features	EIS/EIR Full Build Alternative Assumptions for Assessor's Block 3739	Proposed Project
Demolition	All existing structures and parking lots on the site.	All existing structures and parking lots on the site.
Land Use Types	Residential, retail, office	Residential, retail
Total Square Footage	2,254,670 gsf ^a	847,730 gsf ^b
Residential Square Footage	1,758,375 gsf	839,341 gsf
Number of d.u. ^b	1,465 d.u. ^a	681 d.u.
Retail Square Footage	98,935 gsf ^a	8,389 gsf
Tower Height	Up to 450 feet	513 feet*
Townhouse Height	Up to 50 feet	71 feet*
Podium Height (northwest)	Up to 65 feet	163 feet*
Podium Height (north)	Up to 85 feet	115 feet*
Source: Hines, 2022. Notes: ^a . Includes Full Build Alternative for all of Assessor's Block 3739. ^b . The total includes residential gsf and retail gsf, plus areas such as lobbies and other shared spaces. The total does not include the area for underground parking, major utilities, or loading on the ground floor. Accounting for all of the aforementioned areas, the Proposed Project would construct a total of approximately 955,259 gsf. * Indicates non-conformance with the Transbay Redevelopment Plan and the EIS/EIR analysis. Refer to the lists of required amendments to the Transbay Redevelopment Plan and DCDG in Section A, Project Description. d.u. = dwelling unit; gsf = gross square feet		

As shown in Table 2, all features of the Proposed Project would conform to the Redevelopment Plan land use program studied in the EIS/EIR, with the exception of the building heights and bulk/massing. At 513 feet tall, the Proposed Project's tower would be 63 feet taller than the 450-foot height limit established in the Transbay Redevelopment Plan and analyzed in the EIS/EIR. In addition, the increased townhouse and

podium (mid-rise) heights would be 21 to 98 feet taller than the respective height limits. OCII is therefore seeking amendments to the Transbay Redevelopment Plan and DCDG together with its authorization of a DDA and approval of a Schematic Design for the Block 4 Project.

As discussed above, the Transbay Redevelopment Plan divided Assessor's Block 3739 into three separate areas: Block 2 (fronting Folsom Street), Block 3 (proposed to include a public park), and Block 4 (fronting Howard Street). The Proposed Project would not include any potential development on Block 2. The EIS/EIR assumed a maximum buildout on an assessor's block level as the basis for the impact conclusions. To understand the maximum buildout on Assessor's Block 3739 and whether the Proposed Project would fall within the development assumptions for Assessor's Block 3739 in the EIS/EIR, the Proposed Project and the potential development on Block 2 need to be considered together. Table 3, below, provides an overview of the development on Assessor's Block 3739 analyzed in the EIS/EIR under the Full Build Alternative, the proposed development on Block 4 under the Proposed Project, and the potential development on Block 2. As shown in Table 3, the total proposed development on Blocks 2 and 4 would be within the parameters analyzed in the EIS/EIR under the Full Build Alternative for residential, office, and retail square footage; total square footage; and total number of dwelling units. Therefore, this EIR addendum will focus on the proposed increases in heights and bulk/massing at Block 4 compared to the heights and bulk/massing analyzed in the EIS/EIR.

Table 3. Overview of EIS/EIR Full Build Alternative Assumptions Compared to Block 2 and Proposed Project

Square Footage	EIS/EIR Full Build Alternative Assumptions for Assessor's Block 3739	Block 2 (Potential)^a	Block 4 (Proposed Project)	Total Proposed Development at Blocks 2 and 4
Residential (number of d.u.)	1,758,375 gsf (1,465 d.u.)	239,200 gsf (341 d.u.)	839,341 gsf (681 d.u.)	1,078,541 gsf (1,022 d.u.)
Office	397,360 gsf	0 gsf	0 gsf	0 gsf
Retail	98,935 gsf	12,800 gsf ^b	8,389 gsf	21,189 gsf
Total^c	2,254,670 gsf	252,000 gsf	847,730 gsf	1,099,730 gsf

Sources: Hines, 2022; OCII, 2022.

Notes:

^a. Development includes potential buildout at Block 2, but the project at Block 2 is not analyzed in this EIR addendum.

^b. The retail square footage includes the proposed childcare uses at Block 2.

^c. The total includes residential gsf and retail gsf, plus areas such as lobbies and other shared spaces. The total does not include the area for underground parking, major utilities, or loading on the ground floor. Accounting for all of the aforementioned areas, the Proposed Project would construct a total of approximately 955,259 gsf.

d.u. = dwelling unit; gsf = gross square feet

C. REQUIRED PROJECT APPROVALS

As shown in Table 2, all features of the Proposed Project would conform to the Redevelopment Plan land use program studied in the EIS/EIR, with the exception of building heights and bulk/massing. At 513 feet tall, the Proposed Project's tower would be 63 feet taller than the 450-foot height limit established in the Redevelopment Plan and analyzed in the EIS/EIR. In addition, the townhouse and podium heights would be 21 to 98 feet taller than the respective height limits. OCII is therefore seeking an amendment to the Redevelopment Plan and DCDG to increase the height limit on the Block 4 site from 450 feet to 513 feet and approval of a DDA and a Schematic Design for the Proposed Project.

The following approvals are required for the Proposed Project:

OCII Commission

- Redevelopment Plan Amendment
- Report to Board of Supervisors on Redevelopment Plan Amendment
- DCDG Amendment
- DDA
- Schematic Design

Planning Commission

- General Plan Amendment
- Zoning Map Amendment
- General Plan Consistency Findings - Report and Recommendation to Board of Supervisors

Board of Supervisors

- General Plan Amendment
- Zoning Map Amendment
- Redevelopment Plan Amendment
- Property Disposition Report/Findings

D. ANALYSIS OF POTENTIAL ENVIRONMENTAL EFFECTS

CEQA Guidelines Section 15164 provides that the lead agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions requiring a subsequent or supplemental EIR have occurred. The lead agency's decision to use an addendum must be supported by substantial evidence that the conditions that would trigger preparation of a subsequent EIR, as provided in CEQA Guidelines Section 15162, are not present. The following analysis of environmental effects provides the basis for that determination.

No new or more severe significant impacts beyond those studied in the EIS/EIR would occur, as discussed in Section D, Analysis of Potential Environmental Effects, and the preliminary checklist. Thus, as discussed in Section B, Proposed Revisions to the EIS/EIR Project, the only substantive modifications

to the Proposed Project that were not previously studied in the EIS/EIR are the height change from 450 feet to 513 feet and the change to bulk/massing. Therefore, the only CEQA topics that require additional evaluation are those for which impacts could worsen because of the additional building height: wind and shadow. Wind and shadow studies for the Proposed Project are included as part of the addendum to the EIS/EIR. Moreover, as a transit-oriented infill project, neither aesthetic nor parking impacts are considered significant impacts on the environment.⁷ Although not required under CEQA, aesthetics is discussed below. In addition, although the Proposed Project would not generate more trips than anticipated in the EIS/EIR, transportation is analyzed in detail below to allow a full discussion of design-specific site circulation issues. A transportation study for the Proposed Project is included as part of the addendum to the EIS/EIR. Based on the aforementioned reasons, aesthetics, transportation, wind, and shadow are discussed in the subsections below. All other features of the Proposed Project, including demolition, land use types, building square footage, retail square footage, and the number of dwelling units, would be consistent with the maximum development for Assessor's Block 3739 as analyzed in the EIS/EIR. CEQA topics that were evaluated with respect to those features would not require further analysis because no new or more severe significant impacts beyond those studied in the EIS/EIR would occur, and no new mitigation measures would be required.

Based on the analysis in the preliminary checklist, no further analysis is required for the following CEQA topics:

- Agricultural and Forest Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Population and Housing
- Public Services
- Recreation
- Tribal Cultural Resources
- Utilities and Service Systems

The prior addenda to the EIS/EIR generally covered changes to the transportation infrastructure related to the Transbay Terminal/Caltrain downtown rail extension (DTX) portions of the EIS/EIR and were administered by the Transbay Joint Powers Authority (TJPA) and the Golden Gate Bridge Highway and Transportation District. In addition, an environmental review document also analyzed transportation infrastructure related to the Transbay Program Phase 2 (i.e., the Transbay Terminal/Caltrain DTX as well as other transportation improvements and development opportunities associated with the Transbay Program).⁸ In November 2018, the Federal Transit Administration, in conjunction with the Federal Railroad Administration and the TJPA, published the Final Supplemental Environmental Impact Statement/Environmental Impact Report (SEIS/SEIR) to evaluate refinements to the Caltrain DTX component of the

⁷ The Proposed Project meets the definition of a mixed-use project on an infill site within a transit priority area, as specified by CEQA section 21099.

⁸ The Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project is referred to as the Transbay Program in the SEIS/SEIR.

Transbay Program. On July 22, 2019, the Federal Transit Administration issued an Amended Record of Decision for the Transbay Program's Final Supplemental EIS/EIR; this document amends the 2005 Record of Decision for the Transbay Program and covers the required environmental analysis of refinements to the DTX and other transportation improvements in the vicinity of the Transit Center. The SEIS/SEIR does not contain information that would alter the determination not to require a subsequent or supplemental EIR in connection with the proposed plan amendment and the Proposed Project, pursuant to CEQA Guidelines section 15164. The project evaluated in the SEIS/SEIR includes refinements to the DTX component of the Transbay Program, some additional transportation improvements in the Transbay Redevelopment Area, and potential new development opportunities. However, the draft SEIS/SEIR project does not propose modifications at or adjacent to Block 4 or changes to the Transbay Redevelopment Plan component of the Transbay Program.

Overall land use impacts from the project analyzed in the draft SEIS/SEIR would be minimal, and none of the proposed components would conflict with any applicable land use, policy, or regulation in the Transbay Program area. The potential above-grade development opportunities analyzed under the draft SEIS/SEIR would be compatible with the development intensity and uses nearby. The proposed above-grade development would have no shadow impact on any parks under the jurisdiction of the San Francisco Recreation and Park Department (draft SEIS/SEIR, p. 3.3-20 and 3.3-21.) The draft SEIS/SEIR notes that the proposed intercity bus facility would occupy the roof level of the Transit Center and, therefore, would be adjacent to the proposed City park (now the existing Salesforce Park). However, the elevation of this facility would be only slightly higher than the elevation of the park (approximately 5 feet) and, therefore, would not cast shadow onto the park that would alter the analysis conducted for the proposed plan amendment and the Proposed Project.

As discussed in this EIR addendum, the changes in the Proposed Project would not require major revisions to the EIS/EIR. The number of dwelling units and the total square footage of the Proposed Project, including the square footage of retail uses, would not exceed the assumptions studied in the EIS/EIR Project. In addition, the Proposed Project would not cause new significant impacts not identified in the EIS/EIR. Therefore, no new mitigation measures are necessary to reduce significant impacts. No changes have occurred with respect to circumstances surrounding the Proposed Project that would cause significant environmental impacts to which the Proposed Project would contribute considerably. No new information has become available that shows that the Proposed Project would cause significant environmental impacts that were not previously discussed in the EIS/EIR, that previously examined significant effects would be substantially more severe than shown in the EIS/EIR, that mitigation measures or alternatives that were previously found infeasible are feasible, or that new mitigation measures or alternatives that are considerably different from those in the EIS/EIR would substantially reduce significant impacts.

AESTHETICS

Transbay EIS/EIR

The visual and aesthetics analysis in the EIS/EIR anticipated that the Redevelopment Plan would cause a relatively large increase in the number and size of buildings in the Transbay Redevelopment Project Area. The EIS/EIR also found that public views within and across the Transbay Redevelopment Project Area would generally be limited by new development. The EIS/EIR found that new buildings and vehicles would produce

additional glare, although it would not be expected to result in a substantial visual change. Visual simulations were prepared for the EIS/EIR, based on the 2003 *Transbay Redevelopment Project Area Design for Development Vision* (also known as the Design for Development). The EIS/EIR noted that actual development proposals would undergo individual environmental review for aesthetics in subsequent steps of the redevelopment process, if necessary. The EIS/EIR determined that, although the proposed new development would alter the existing aesthetic nature of the area, the visual features that would be introduced by the Proposed Project are commonly accepted in urban areas and would not substantially degrade the existing visual quality, obstruct publicly accessible views, or generate obtrusive light or glare. For those reasons, no significant impacts were identified, and no mitigation measures were proposed.

Proposed Project and Cumulative Conditions

The Proposed Project meets the definition of a mixed-use project on an infill site within a transit priority area, as specified by CEQA section 21099.⁹ Accordingly, this EIR addendum does not contain an in-depth discussion of the topic of aesthetics, which, pursuant to section 21099, cannot be considered in determining the significance of the physical environmental effects of such projects under CEQA. Therefore, the proposed height increase could not result in significant aesthetic impacts under CEQA, and no mitigation measures are necessary.

The Proposed Project would increase the height of the Tower Project from 450 feet to 513 feet. The 513-foot height would match the height of towers constructed in the immediate vicinity of Block 4. However, the tower would be the sole tower on Block 4, providing ample separation from nearby towers. Between Block 4 and the waterfront are Rincon Park, The Embarcadero, and two to three blocks that contain high-rise buildings with podiums and towers. Directly across Howard Street, north of the Project Site, is a newly constructed tower with a roof height of 550 feet. Buildings to the north, between the Project Site and the waterfront, generally step down in height. In addition, considering the approved building heights within districts north, west, and the south of Block 4, which include approved heights between 400 and 1,000 feet, the Proposed Project's height would blend appropriately into the San Francisco skyline, as planned (Figure 5).

TRANSPORTATION

As noted above, the Proposed Project would not exceed the EIS/EIR assumptions for retail, residential, and total square footage, as well as the number of dwelling units, at the Block 4 site. Therefore, the Proposed Project would not generate more person trips or vehicle trips than previously analyzed and would not cause traffic to worsen to a greater degree than reported in the EIS/EIR, as explained further below.

Transportation impact studies prepared by the Planning Department for CEQA purposes estimate future cumulative traffic volumes, based on cumulative development and growth identified by the San Francisco County Transportation Authority's (SFCTA's) SF-CHAMP travel demand model. The SF-CHAMP model uses zoning as part of the basis for its growth calculations. SF-CHAMP data prepared after adoption of the Transbay Redevelopment Plan takes into account the revised zoning for the Transbay Redevelopment

⁹ San Francisco Planning Department. September 29, 2020. *Eligibility Checklist: CEQA Section 21099 Modernization of Transportation Analysis*. Record No. 2018-015785ENV, 200 Folsom Street/200-272 Main Street. This document is available for review at the San Francisco Planning Department, 49 South Van Ness Avenue, Suite 1400, as part of Case File No. 2018-015785ENV.

Area, including the Zone One TB DTR (Transbay Downtown Residential) Use District and 50/85/450-TB Height and Bulk District established for the Block 4 site. Therefore, CEQA transportation impact studies prepared after adoption of the Transbay Redevelopment Plan include the potential growth enabled by the plan in their cumulative analyses.

A transportation circulation study was prepared for the Proposed Project,¹⁰ as summarized below and included in Appendix A. The transportation circulation study assumed 683 dwelling units and 8,282 gsf of ground-floor retail space. Subsequent to the preparation of the transportation circulation study, the Proposed Project was revised to include 681 dwelling units and 8,389 gsf of ground-floor retail space. These minor revisions to the Proposed Project were evaluated (refer to Appendix A) and it was determined that there are no changes required to the conclusions in the transportation circulation study.¹¹

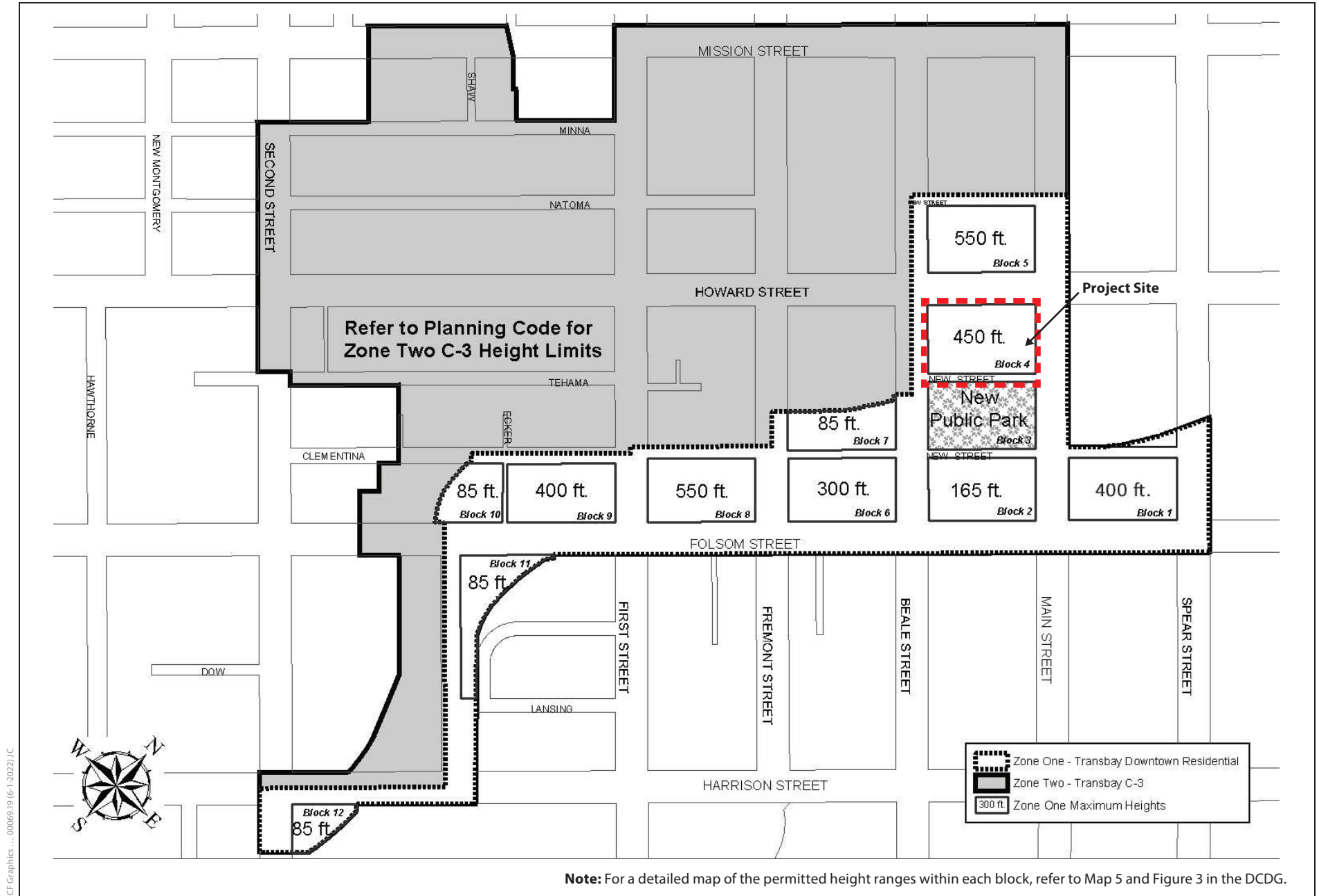
The transportation study area includes all aspects of the transportation network in the vicinity of the block bounded by Howard Street to the north, a new midblock alley section of Tehama Street (and Folsom Street) to the south, Main Street to the east, and Beale Street to the west. The transportation study area consists of travel corridors and facilities such as transit routes and stations, bicycle routes and amenities, pedestrian sidewalks and crossings, and the overall vehicular roadway network that residents, employees, and visitors would use in traveling to and from the Project Site.

The following scenarios were evaluated to identify potential transportation impacts of the Proposed Project:

- **Existing Conditions.** Existing land use and transportation conditions on the block (refer to Appendix A for a summary of existing conditions).
- **Existing-plus-Project Conditions.** Existing land use and transportation conditions with the addition of the Proposed Project. This scenario includes changes to the transportation network since the analysis for the Transbay EIS/EIR was conducted and identifies if these modifications would affect the conclusions of the Transbay EIS/EIR.
- **Cumulative Conditions.** Land use and transportation conditions, considering background growth and development, reasonably foreseeable changes to the transportation network, and incremental growth and development. This scenario includes a review of currently planned cumulative development and streetscape projects and identifies if these modifications would affect the conclusions of the Transbay EIS/EIR.

¹⁰ Kittelson & Associates, *Transbay Block 4 Transportation Circulation Study*, July 17, 2020.

¹¹ Kittelson & Associates, *Transbay Block 4 – Supplemental Transportation Assessment*, June 8, 2022.



Source: Redevelopment Plan for the Transbay Redevelopment Project Area, 2016.

Figure 5
Maximum Heights in Transbay Redevelopment Area (Zone One)

The assessment in the transportation circulation study, summarized below, documents the land use and transportation network changes as a result of the Proposed Project and their effects on circulation on transportation modes in the study area. The Proposed Project as well as cumulative conditions are reviewed for impacts related to vehicle miles traveled (VMT), driving hazards, pedestrians, bicyclists, public transit, emergency access, and loading. For each transportation-related topic, an assessment is conducted to determine whether the change in Block 4 would result in changes to the transportation-related findings in the Transbay EIS/EIR. The 2020 impact analysis uses the data and guidance within the Planning Department's 2019 *Transportation Impact Analysis Guidelines* (TIA Guidelines). OCII acknowledges and accepts the use of the TIA Guidelines for the analysis of the Proposed Project's transportation impacts.

Proposed Project Trip Generation

Trip generation refers to the number of estimated trips people would take to and from the Project Site, regardless of the way they travel. Table 4, below, presents the person-trip rates and estimates the number of daily and PM Peak-Hour person trips by land use. Proposed Project person trips were assigned to travel modes (automobile, taxi/transportation network company [TNC], transit, walking, bicycling), based on the mode shares presented in the TIA Guidelines for the Proposed Project's district (district 2, South of Market [SoMa]) and placetype (placetype 1, urban high density). Table 5, below, provides the estimated percentage and number of PM Peak-Hour Proposed Project trips by mode. Table 6, below, presents Proposed Project vehicle trip generation estimates by direction (inbound and outbound).

Table 4. Person-Trip Generation Rates and Estimates by Land Use for the Proposed Project

Land Use	Daily Rate	PM Peak-Hour Percentage, Daily	Daily Person Trips	PM Peak-Hour Person Trips
Residential (1,156 bedrooms)	5/bedroom	8.9%	5,202	459
Restaurant Composite (8,282 gsf) ^a	600/1,000 gsf	13.5%	4,969	670
Sources: 2019 TIA Guidelines; Kittelson, 2020.				
Notes:				
^a . The retail tenants are not known at this time. For conservative purposes with respect to estimating the maximum adverse effect on trip generation, a "composite rate" restaurant is assumed. In addition, the retail area has been increased slightly as part of the conservative scenario.				

Table 5. Person-Trip Generation Estimates by Mode and Land Use for the Proposed Project

Mode	Mode Share		Weekday PM Peak-Hour Person Trips		
	Residential	Restaurant Composite	Residential	Restaurant Composite	Total
Auto	25%	11%	115	76	191
Taxi/Transportation Network Company	6%	5%	28	31	59
Transit	28%	25%	129	170	299
Walking	38%	55%	174	368	542
Bicycling	3%	4%	13	25	38
Total	100%	100%	459	670	1,129
Sources: 2019 TIA Guidelines; Kittelson, 2020.					

Table 6. Proposed Project Vehicle Trip Generation Estimates by Land Use

Land Use	Weekday PM Peak-Hour Vehicle Trips		
	Inbound	Outbound	Total
Residential	60	17	77
Restaurant Composite	14	34	48
Total Private Vehicle Trips	74	51	125
Taxi/TNC	35	35	70
Total Private Vehicle and Taxi/Transportation Network Company Trips	109	86	195
Sources: 2019 TIA Guidelines; Kittelson, 2020.			

As shown in Table 4 and Table 5, the Proposed Project would generate a total of 1,129 person trips (459 generated by the residential component and 670 generated by the restaurant component) during the weekday PM Peak Hour. Of these 1,129 total person trips, 542 would be people walking to and from the site, 299 would be people taking transit, 191 would be automobile person trips, 59 would be taxi/TNC trips, and 38 trips would be made by bicycle. As shown in Table 6, the 191 automobile person trips would result in a total of 125 vehicle trips (77 generated by the residential component and 48 generated by the restaurant component) during the weekday PM Peak Hour. Of these 125 vehicle trips, 74 would be traveling inbound to the Project Site, and 51 would be departing the Project Site. The 59 taxi/TNC person trips would result in a total of 70 taxi/TNC vehicle trips, 35 inbound and 35 outbound. The taxi/TNC vehicle trip generation accounts for trips to and from the Project Site.

Vehicle Miles Traveled

Transbay EIS/EIR

The Transbay EIS/EIR evaluated four traffic scenarios: 1) existing conditions, 2) year 2020 with no project, 3) year 2020 plus project (the Transbay Terminal and Transbay Redevelopment Plan), and 4) a

2020 cumulative scenario that included concurrent and reasonably foreseeable projects. The EIS/EIR analysis showed that background traffic volumes would grow over time and traffic delays would lengthen at nearly all 27 intersections studied, even without implementation of the Transbay Redevelopment Plan. The EIS/EIR identified significant traffic impacts at seven intersections under the 2020 plus-project and the 2020 cumulative scenarios.

The EIS/EIR stated that improvements at individual intersections and implementation of an integrated transportation management system could somewhat reduce localized congestion but may not fully mitigate the impact of increased traffic congestion resulting from the Transbay Terminal and Transbay Redevelopment Plan to a less-than-significant level. The EIS/EIR therefore concluded that the significant traffic impacts would be unavoidable. No mitigation measures applicable to individual development projects were identified.

Existing-plus-Project Conditions

Since preparation of the Transbay EIS/EIR, the Office of Planning and Research and the Natural Resources Agency issued new CEQA Guidelines for analyzing transportation impacts. By July 1, 2020, all CEQA lead agencies must analyze a project's transportation impacts using VMT rather than congestion levels at intersections. On March 3, 2016, the San Francisco Planning Commission adopted the Office of Planning and Research's recommendation to use the "vehicle miles traveled" (VMT) metric instead of automobile delay to evaluate the transportation impacts of projects (Resolution 19579). On October 15, 2019, the OCII Commission adopted, by Resolution No. 25-2019, criteria for determining the significance of transportation impacts based on VMT.¹² A VMT-based approach was used to prepare the transportation analysis for this EIR addendum, which is consistent with Section 21099 of the Public Resources Code, Section 15064.3 of the CEQA Guidelines, the Governor's Office of Planning and Research publication *Technical Advisory on Evaluating Transportation Impacts Under CEQA* (December 2018), and the Planning Department's publication *Transportation Impact Analysis Guidelines* (February 2019).

Consistent with CEQA Guidelines at the time, the Transbay EIS/EIR included an evaluation of automobile delay (vehicle level of service [LOS]), as summarized above; it did not include an evaluation of VMT. As a result, VMT is not specifically addressed in the Transbay EIS/EIR, and no relevant mitigation measures were identified. For the purposes of CEQA, the Proposed Project would not result in significant impacts related to automobile delay (vehicle LOS). No mitigation measures are necessary, and automobile delay is not discussed further in this document (for additional information, refer to Appendix A).

VMT per person (or per capita) is a measurement of the amount and distance that a resident, employee, or visitor drives; it also accounts for the number of passengers within a vehicle. Many interdependent factors affect the amount and distance a person might drive. In particular, the built environment affects how many places a person can access within a given distance or time, and at a given cost, using different ways to travel (e.g., private vehicle, public transit, bicycling, walking, etc.). Typically, low-density development located at great distances from other land uses, and in areas with few options for ways to travel, provides less access than a location with high density, a mix of land uses, and numerous ways

¹² Commission on Community Investment and Infrastructure, Resolution No. 25-2019, October 15, 2019.

to travel. Therefore, low-density development typically generates higher VMT rates than a similarly sized development in an urban area.

Given these behavior travel factors, on average, persons living or working in San Francisco have lower VMT rates than persons living or working elsewhere in the nine-county San Francisco Bay Area region. On a more granular level, persons living or working in some areas of San Francisco have, on average, lower VMT rates per person than persons living or working elsewhere in San Francisco. The City establishes different VMT rates per capita geographically through transportation analysis zones (TAZs).

The SFCTA uses SF-CHAMP to estimate VMT by private automobiles and taxis for different TAZs. The model estimates daily VMT for residential, office, and retail land use types. For residential and office uses, the SFCTA uses tour-based analysis. A tour-based analysis examines the entire chain of trips over the course of a day, not just trips to and from a site. For retail uses, the SFCTA uses trip-based analysis. A trip-based analysis counts VMT from individual trips to and from a site (as opposed to an entire chain of trips). A trip-based approach, as opposed to a tour-based approach, is necessary for retail sites because a tour is likely to consist of trips that stop at multiple locations; therefore, summarizing tour VMT to each location would over-estimate VMT.^{13,14,15}

The Project Site is in TAZ 764. Existing average daily VMT per capita in TAZ 764 is below regional average daily VMT per capita, as follows:

- For residential uses, the existing average household daily VMT per capita is 3.2, which is about 81 percent below the existing regional average household daily VMT per capita of 17.2.
- For the retail uses, the average daily VMT per retail employee is 9.2, which is about 32 percent below the existing regional average daily retail VMT per employee of 14.8.

Given the Project Site is in an area where existing VMT is more than 15 percent below the existing regional average, the Proposed Project's residential and retail uses would not cause substantial additional VMT. Furthermore, because of its location within 0.5 mile of an existing major transit stop, the Project Site meets the "proximity to transit stations" screening criterion, which also indicates that the Proposed Project's uses would not cause substantial additional VMT. The Proposed Project would not include features that would substantially induce automobile travel (e.g., additional roadway capacity). For these reasons, VMT-related impacts for the Proposed Project would be less than significant.

¹³ To state another way, a tour-based assessment of VMT at a retail site would consider VMT for all trips in the tour for any tour with a stop at the retail site. If a single tour stops at two retail locations, for example, a coffee shop on the way to work and a restaurant on the way back home, then both retail locations would be allotted the total tour VMT. A trip-based approach allows us to apportion all retail-related VMT to retail sites without double counting.

¹⁴ Retail travel is not explicitly captured in the San Francisco chained activity modeling process; rather, there is a generic "other" purpose, which includes retail shopping, medical appointments, visiting friends or family, and all other non-work, non-school tours. The retail efficiency metric captures all of the "other" travel generated by Bay Area households. The denominator of employment, including retail; cultural, institutional, and educational; medical employment; school enrollment; and number of households, represents the size, or attraction, of the zone for this type of "other" travel.

¹⁵ San Francisco Planning Department, *Executive Summary: Resolution Modifying Transportation Impact Analysis*, Appendix F, Attachment A, March 3, 2016.

Cumulative Conditions

Cumulative average daily VMT per capita in TAZ 764 is below regional average daily VMT per capita, as follows:

- For the residential uses, the cumulative average household daily VMT per capita is 2.4, which is about 85 percent below the cumulative regional average household daily VMT per capita of 16.1.
- For the retail uses, the cumulative average daily VMT per retail employee is 8.3, which is about 42 percent below the cumulative regional average daily retail VMT per employee of 14.5.¹⁶

As with the existing-plus-project analysis, the Project Site meets the “proximity to transit stations” screening criterion and is in an area where cumulative VMT would be more than 15 percent below the cumulative regional average. The Proposed Project’s residential and retail uses would not cause substantial additional VMT. Therefore, no significant cumulative VMT impacts would occur.

Driving Hazards

Transbay EIS/EIR

This section provides a qualitative assessment of the effect of the Proposed Project on conditions for people driving. It considers whether the Proposed Project could create potentially hazardous conditions for people driving or result in new or substantially more severe transportation impacts than those identified in the Transbay EIS/EIR. However, driving hazards were not specifically addressed in the Transbay EIS/EIR. Therefore, no relevant mitigation measures were identified in the Transbay EIS/EIR.

Existing-plus-Project Conditions

The Proposed Project would consist of parking for up to 275 vehicles (including two car share vehicles) within 224 physical stalls and additional space provided by car stackers, , all serviced exclusively by valet staff, which would be accessible via a 24-foot-wide curb cut and a two-way driveway along Main Street. The garage driveway would provide entry and exit lanes on the left-hand side; the directionality would be reversed from a typical orientation so that inbound and outbound left turns would not overlap. The reversed directionality would reduce the potential for conflicts while entering or exiting the driveway. During the PM Peak Hour, demand from the Proposed Project would generate 74 inbound and 51 outbound vehicle trips. Outbound vehicle trips would be naturally metered by the rate at which valet operations occur. The proposed staging area would accommodate inbound valet trips onsite rather than in the public right-of-way or along the driveway. Inbound drivers would make the left turn from the leftmost travel lane. Outbound drivers would have a generally unobstructed view of northbound traffic as they turn left onto Main Street.

The Project Site would also include a 24-foot-wide curb cut along its Beale Street frontage to provide freight access to the proposed off-street loading dock, which would include two 10-foot-wide loading bays. The Proposed Project would generate a demand for four freight and delivery service-vehicle loading spaces

¹⁶ Retail travel is not explicitly captured in the San Francisco chained activity modeling process; rather, there is a generic "other" purpose, which includes retail shopping, medical appointments, visiting friends or family, and all other non-work, non-school trips. The retail efficiency metric captures all of the "other" travel generated by Bay Area households. The denominator of employment, including retail; cultural, institutional, and educational; medical employment; school enrollment; and number of households, represents the size, or attraction, of the zone for this type of "other" travel.

during the peak hour and two spaces during the average hour. The proposed supply of on- and off-street freight loading spaces would meet expected peak-hour demand. To access the loading dock, trucks would need to reverse into the loading dock, which may temporarily block one or both vehicle travel lanes on Beale Street while they maneuver. Freight and delivery service vehicles would be traveling at speeds of less than 5 miles per hour (mph) as they maneuver into/out of the loading dock. Given the signalized intersection spacing and the observed vehicle speed and progression along the corridor, people driving would also be traveling at relatively slow speeds. They would have clear sight lines and be able to see and react to downstream truck activity. For these reasons, the curb cut would constitute a temporary obstruction for through traffic but would not cause potentially hazardous conditions for people driving.

The proposed extension of Tehama Street to allow one-way (westbound) travel between Main and Beale streets would provide improved multi-modal and vehicle circulation in the study area. Raised crosswalks along Tehama Street at Main and Beale streets would reduce the speed of vehicles while entering and exiting Tehama Street and minimize the potential for conflicts.

Given the traffic volume and site design, the Proposed Project would not result in vehicle queuing or circulation issues that would create potentially hazardous conditions for people driving. Furthermore, the Proposed Project would decrease residential, retail, and office space, compared to the EIS/EIR Full Build Alternative assumptions for the Project Site, resulting in a net reduction in the number of vehicle trips as well as anticipated commercial loading activity. As such, the potential for hazardous conditions for people driving would be less than that analyzed in the Transbay EIS/EIR. Impacts of the Proposed Project would be less than significant, and no mitigation measures are required.

Implementation of Improvement Measure I-TR-1 and Improvement Measure I-TR-2 is recommended to further reduce these less-than-significant impacts.¹⁷

Improvement Measure I-TR-1: Driveway and Loading Operations Plan (DLOP). The property owner shall implement the following measures to reduce potential conflicts related to driveway operations, including loading activities and people walking, biking, and driving:

- *Trash/Recycling/Compost Collection Design and Management.* The property owner shall provide convenient off-street trash, recycling, and compost storage room(s) for the Proposed Project and a procedure for collection. The transportation coordinator or building manager shall implement these procedures.
- *Color Curb Application.* The property owner shall submit documentation to the Environmental Review Officer to confirm that he or she applied to the SFMTA for on-street color curb zones.
- *Attendant.* The transportation coordinator shall ensure that building management employs a loading dock attendant(s) for the Proposed Project's off-street loading dock. The loading dock attendant shall be stationed at the loading dock driveway to direct vehicles while entering and exiting the loading dock, avoid any safety-related conflicts with public right-of-way users, and ensure proper allocation of freight and delivery service vehicles to available spaces. The loading dock shall be attended during business operating hours, which are anticipated to be 8 a.m. to 10 p.m. every day.

¹⁷ The analysis herein assumes implementation of these improvement measures as conditions of Proposed Project approval, and the Project Sponsor has agreed to them.

- *Driveway Operational Safety.* The transportation coordinator shall provide notifications and information to users of the Project Site regarding driveway operational safety, including the maximum vehicle size and height for the loading dock. The loading dock would be limited to use by vehicles shorter than 30 feet; vehicles longer than 30 feet would be directed to on-street loading zones.
- *Signage/Warning Devices.* The property owner shall install “FULL” signage near the off-street loading dock entrance. The transportation coordinator shall indicate “FULL” if the off-street facility is fully occupied or if the coordinator anticipates it will be occupied by a forthcoming delivery (i.e., in the next 10 minutes). The property owner shall also install signage at the off-street facility to alert drivers to people walking or bicycling who may be behind a vehicle or in a driver’s blind spot during access or egress. The property owner shall also install audible warning devices at locations where the off-street facility interfaces with the public right-of-way to alert other public right-of-way users of vehicles entering or exiting the off-street facility.
- *Large Truck Access.* The property owner shall identify convenient on-street loading spaces (i.e., within 250 feet of the site) that could accommodate large trucks (i.e., trucks longer than 30 feet), which the off-street loading facility cannot accommodate. The property owner shall also identify procedures for reserving these spaces from the SFMTA as well as procedures for guiding large trucks to the spaces. The transportation coordinator shall implement these procedures.

The property owner shall prepare a DLOP that documents the Proposed Project’s compliance with the measures described above. The details of the DLOP shall be developed in coordination with the Planning Department and the SFMTA and reviewed and approved by the Environmental Review Officer, or designee, of the Planning Department and the Sustainable Streets Director, or designee, of the SFMTA. The final DLOP shall be included as a condition of approval for the Proposed Project. The transportation coordinator shall provide oversight and be responsible for implementation of the DLOP for the Proposed Project. The plan shall be evaluated by a qualified transportation professional, as retained by the Project Sponsor, upon building occupancy and once a year going forward until such time when the SFMTA determines that the evaluation is no longer necessary or could be done at less frequent intervals. The content of the evaluation report shall be determined by SFMTA, in consultation with the Planning Department, and include an assessment of on-street loading conditions, including actual loading demand; observations regarding loading operations; and an assessment of how the Proposed Project meets the requirements. If ongoing conflicts are occurring, based on the assessment, the evaluation report shall put forth additional measures to address conflicts associated with loading operations. The evaluation report shall be reviewed by SFMTA, which shall make the final determination regarding whether ongoing conflicts are occurring. In the event that ongoing conflicts are occurring, the above requirements may be altered (e.g., the hours and days when the loading dock attendant is stationed onsite).

Improvement Measure I-TR-2: Queue Abatement. The property owner, or designee, shall prevent vehicle queues by using proactive abatement methods. A vehicle queue is defined as one or more vehicles waiting to access the Proposed Project’s off-street facility and blocking any portion of any public right-of-way for a combined two minutes during the peak consecutive 60 minutes for the adjacent public right-of-way or a combined 15 minutes between the hours of 6 a.m. and 10 p.m. for at least three 24-hour periods in any consecutive seven-day period. The proactive abatement methods shall depend on the characteristics of the Proposed Project’s off-street facility, the characteristics of the

street to which the off-street facility connects, and the associated land uses. The proactive abatement methods may include, but are not limited to, installation of “FULL” signs, with active management by parking attendants; use of additional valet parking attendants or other space-efficient parking techniques; and implementation of transportation demand management strategies.

If the planning director, or designee, suspects that a recurring queue is present, the Planning Department shall notify the property owner in writing. Upon request, the owner/operator shall hire a qualified transportation consultant to evaluate conditions at the site for no less than seven days. The consultant shall prepare a monitoring report, which shall be submitted to the Planning Department for review. If the Planning Department determines that a recurring queue does exist, the facility owner/operator shall have 90 days from the date of the written determination to the queue.

Implementation of Improvement Measure I-TR-1 would reduce a less-than-significant impact through active management of the loading dock by an attendant; this would increase driver awareness of other public right-of-way users and reduce the potential for delivery vehicles to double park and obstruct vehicle travel lanes, thereby minimizing potentially hazardous conditions for people driving. Implementation of Improvement Measure I-TR-2 would ensure that vehicle queues related to the Proposed Project would not propagate along the public right-of-way.

Cumulative Conditions

Under cumulative conditions, traffic associated with people walking, bicycling, or driving on the surrounding street network would increase as a result of the Proposed Project, other development projects within the study area, and background growth elsewhere in the city and region. This would generally be expected to lead to an increase in the potential for conflicts between people driving and people walking, bicycling, and public transit operations. However, a general increase in traffic in and of itself would not be considered a potentially hazardous condition.

Under cumulative conditions, with implementation of the Active Beale Street Project, the on-street bicycle lane (class II) along Beale Street would be replaced with a two-way separated bicycle lane (class IV) on the east side of the street; a protected intersection corner would be constructed on the southeast corner of the Howard Street/Beale Street intersection. This shift in bicycle lane location, as well as construction of a concrete island, would increase the offset of the left-turn vehicle movement from Howard Street to Beale Street, potentially slowing turning vehicles and increasing protection for bicyclists at this location. The effects of the Active Beale Street Project and the South Downtown Design + Activation (Soda) plan will be subject to separate study and environmental review.

The Proposed Project would make Tehama Street a new midblock alley between Beale and Main streets; it would also construct a loading dock driveway on Beale Street between Howard Street and Tehama Street. Vehicles accessing the loading dock and vehicles exiting Tehama Street onto Beale Street would turn across the bicycle lane. These vehicle turning movements are not expected to create potentially hazardous conditions for drivers because drivers would generally have unobstructed sight lines and/or adequate sight distance to see approaching vehicles. The presence of the raised crosswalk across Tehama Street would slow vehicles on the intersection approach. Implementation of Improvement Measure I-TR-1 would reduce potential conflicts between freight and delivery service vehicles and people driving by requiring a visual warning device that would alert other right-of-way users when the loading dock is in use, employing a loading dock attendant to manage traffic flow, and requiring vehicles exceeding 30 feet in length to load in on-street zones on Howard Street, Main Street, or Tehama Street rather than in the loading dock.

For these reasons, the Proposed Project in combination with cumulative projects would not create potentially hazardous conditions for people driving. Therefore, there would be a less-than-significant cumulative impact related to driving hazards.

Pedestrians

Transbay EIS/EIR

An assessment of pedestrian conditions in the area surrounding the Transbay Terminal was included in the Transbay EIS/EIR. The evaluation considered pedestrian LOS at five intersections (crosswalks and corners); sidewalk widths, with qualitative analysis of on-sidewalk conditions throughout the study area; and the origin/destination of pedestrian traffic. The evaluation accounted for an increase in pedestrians due to the new Transbay Terminal and Caltrain extension as well as the Transbay Redevelopment Plan. Changes in pedestrian volumes were developed by using output from SF-CHAMP and rerouting pedestrians to and from the Transbay Terminal facility.

The Transbay EIS/EIR found 11 corners and two crosswalks that would operate at LOS F for pedestrians, including all four corners and the north crosswalk at Howard Street and Fremont Street. The crosswalks and corners at the study intersections closest to the Project Site (i.e., Mission Street/Fremont Street and Folsom Street/Beale Street) were found to operate better than LOS F. The Transbay EIS/EIR noted that the EIS/EIR Project itself did not cause the LOS F conditions, concluding that the 9,000 additional walking trips generated by the Transbay Terminal and Transbay Redevelopment Plan by 2020 would not be a considerable contribution to the overall increase in the number of pedestrian trips and determining that the Transbay Redevelopment Plan would not have a significant pedestrian impact. No mitigation measures to address pedestrian impacts were identified.

The Transbay EIS/EIR suggested improvement measures that included wide sidewalks, building setbacks in future construction, enhanced crosswalks with countdown signals, warning lights, and signalized crossings.

Existing-plus-Project Conditions

Access for people walking would be provided on all four of the Proposed Project's street frontages, with an apartment and condominium entry on Howard Street and Main Street, respectively; lobby access for the Mid-Rise Project and the townhouses on Tehama Street; and two retail entrances on Beale Street. The Proposed Project would revise the conditions identified in the DCDG to remove setback requirements along Beale, Howard, Main, and Tehama streets.^{18,19} The Proposed Project would include streetscape improvements, such as widened sidewalks, landscaping and street trees, commercial and passenger loading areas, and bicycle facilities, consistent with the Design for Development. The Proposed Project would also provide an internal courtyard on the building's second level that would occupy the inner portion of the Project Site. The courtyard would be accessible from stairs on Howard Street and Tehama Street.

¹⁸ The DCDG define a *setback* as the open space provided between the property line and the primary built structure, creating an expanded area along the sidewalk and providing a transition between the street and private use on the property. Setbacks may be required to be dedicated for public use or remain as a private space between the public right-of-way and the building mass.

¹⁹ The DCDG (p. 16) identified a setback requirement of 6 to 8 feet along Tehama Street and a setback of 8 to 10 feet along Beale, Main, and Howard streets.

In accessing the Project Site, people walking would cross curb cuts at the proposed garage entry on Main Street and at the loading dock along Beale Street. The sidewalk design would allow exiting vehicles to cross the path of people walking without obstructing their path of travel while waiting to turn onto Main Street. Conversely, inbound vehicles would be able to turn from Main Street into the driveway, with adequate separation between the traveled way and walking paths along the sidewalk. Valet operations would include an adequate short-term staging area to prevent queue spillback into pedestrian travel paths. People driving would generally have unobstructed sight lines and/or adequate sight distance and would not create potentially hazardous conditions related to vehicle entry or exit. Implementation of Improvement Measure I-TR-2 would reduce the potential for conflicts between vehicles accessing the proposed garage and people walking by ensuring that queues would not spill back onto the public right-of-way.

Trucks would access the site using Fremont Street and Howard Street, the nearest truck routes. Trucks accessing the loading docks would cross the proposed 30-foot-wide sidewalk along Beale Street. Some minor conflicts may arise between people walking and trucks backing into the loading docks, most likely in the form of a short delay until the 30-foot-wide sidewalk is unobstructed. Implementation of Improvement Measure I-TR-1 would reduce the potential for conflicts between freight and delivery service vehicles and people walking.

The proposed sidewalk widening and widths along the Project Site frontages would allow an adequate public right-of-way that would accommodate furnishing, throughway, and frontage zones with the removal of building setback requirements on the adjacent streets. The construction of raised crosswalks along Tehama Street at Beale Street and Main Street would help manage vehicle speeds along Tehama Street and reduce speeds as vehicles enter and exit Tehama Street, thereby minimizing the potential for conflicts between vehicles and people walking.

The Proposed Project would generate 841 walking trips (including 299 walking trips to transit) during the PM Peak Hour. Although travel demand analysis does not include assigning walking trips to specific routes, a substantial proportion of these walking trips could be expected to be at the north crosswalk or any of the four corners at the Howard Street and Fremont Street intersection, an area where the Transbay EIS/EIR identified pedestrian LOS impacts. However, a net reduction in the anticipated number of daily and weekday PM Peak-Hour walking trips is expected with the currently proposed land use program on Block 4 relative to the analysis in the Transbay EIS/EIR. Furthermore, the current 2019 TIA Guidelines no longer consider pedestrian crowding to be an impact.

The Proposed Project would not create any potentially hazardous conditions for people walking or interfere with accessibility of people walking to and from the Project Site and adjoining areas. Furthermore, the Proposed Project would decrease the proposed residential, retail, and office space, compared to the EIS/EIR Full Build Alternative assumptions for the Project Site, resulting in a net reduction in Proposed Project-generated trips. As such, the Proposed Project would not result in any new or more severe significant impacts on walking/accessibility compared with those identified in the Transbay EIS/EIR, and no mitigation measures are necessary.

Cumulative Conditions

Under cumulative conditions, traffic from people walking, bicycling, and driving on the surrounding street network would increase as a result of the Proposed Project, other development projects within the study area, and background growth elsewhere in the city and region. However, a general increase in traffic in and of itself would not be considered a potentially hazardous condition. Under cumulative conditions, land use

development within the Transbay Redevelopment Area would conform to the requirements of the Design for Development document, which was created to incorporate public improvements, including sidewalk widening, pedestrian-oriented alleyways, and public plazas, and account for the increased demand for pedestrian and bicycle facilities with the new Transbay Terminal and the new development throughout the Transbay Redevelopment Area.

Although not required, implementation of Improvement Measure I-TR-1 would reduce potential conflicts between freight and delivery service vehicles and people walking. Implementation of Improvement Measure I-TR-2 would reduce the potential for conflicts between vehicles accessing the proposed garage and people walking on Main Street. For these reasons, the Proposed Project in combination with cumulative projects would not create potentially hazardous conditions for people walking. Therefore, there would be a less-than-significant cumulative impact related to walking/accessibility.

Bicycles

Transbay EIS/EIR

A qualitative evaluation of bicycle conditions, particularly, the anticipated increase in bicycle activity with the EIS/EIR Project, was conducted as part of the Transbay EIS/EIR. Increases in bicycle volumes were developed using output from SF-CHAMP. This included additional riders from the Transbay Terminal, Caltrain extension, and the Transbay Redevelopment Plan. The Transbay EIS/EIR estimated that the Transbay Terminal and Transbay Redevelopment Plan could add up to 425 bicycle trips at the five intersections studied during the peak 15-minute window, compared to a total of 45 people bicycling in 2001. The Transbay EIS/EIR noted that there is no standard for determining bicycle LOS and concluded that the increase in bicycle volumes could be accommodated on area streets. No bicycling mitigation measures were identified.

Existing-plus-Project Conditions

The Proposed Project would add an on-street bicycle lane (class II) along the west side of Beale Street as well as the east side of Main Street, which would connect to a bicycle lane (class II) along Folsom Street. The Proposed Project would also provide a separated bicycle lane (class IV) along Howard Street that would connect the bicycle lanes along Beale Street and Main Street. The bicycle infrastructure proposed as part of the Proposed Project would provide dedicated space for bicyclists within the study area, which would reduce the potential for conflicts.

The Project Site would be near several roads that are on the City's Vision Zero High-Injury Network, including Fremont Street, one block southwest of the Project Site, and Folsom Street, west of Beale Street. Folsom Street is a bicycle route that connects inbound bicycle traffic from other parts of the city to the Project Site with continuous bicycle lanes (class II) east of Essex Street through to The Embarcadero. The Proposed Project's provision of connecting bicycle facilities on Beale and Main streets would reduce the potential conflicts for people bicycling to and from this portion of the high-injury network. People bicycling to the Project Site would be unlikely to use Fremont Street for access; they would most likely favor Main Street and Beale Street, which front the Project Site.

Vehicle and truck (i.e., commercial loading) traffic traveling to and from the Project Site would access the driveway and loading dock on Main Street and Beale Street, respectively. Both of these Proposed Project driveways would be on the left side of the street; bicycle facilities would be provided on the right side of each street, thereby limiting conflicts between the two modes at the vehicle access points. Implementation of Improvement Measure I-TR-1 would reduce the potential for conflicts between freight

and delivery service vehicles and people bicycling by requiring a visual warning device that would alert people bicycling when the loading dock is in use, employing a loading dock attendant to manage traffic flow, and requiring vehicles exceeding 30 feet in length to load in on-street zones on Howard, Main, or Tehama streets rather than in the loading dock.

Onsite class I bicycle parking would be provided in the Proposed Project's garage, which would require people bicycling to make a left turn from the proposed right-side bicycle lane (class II) on Main Street and cross two northbound vehicle lanes or dismount at Folsom Street or Howard Street and access the driveway from the sidewalk. All such maneuvers would be made from dedicated bicycle infrastructure. Within the Proposed Project driveway, people bicycling would share the ramp with motor vehicles and navigate the valet staging area. The vehicle speeds on the ramp and within the valet operations area would not pose potentially hazardous conditions. Because class II bicycle parking would be provided along the public right-of-way near each building entrance, people bicycling would access that parking by dismounting and walking on the sidewalk to the appropriate location. Implementation of Improvement Measure I-TR-2 would reduce the potential for conflicts between vehicles accessing the Proposed Project garage and people bicycling by ensuring that queues would not spill back onto the public right-of-way.

The Proposed Project's bicycle parking supply (556 class I spaces) was compared to the Design for Development requirements. That document requires the following:

- A minimum of 12 secure (i.e., class I) bicycle parking spaces in any garage, regardless of development intensity. This would result in 12 required class I spaces for the Proposed Project.
- One additional class I bicycle parking space for every four residential units. This would result in an additional 171 class I spaces for the Proposed Project.
- For non-residential uses, one additional bicycle parking space for every 10 off-street automobile parking spaces provided. None of the proposed vehicle parking would be provided for retail use; therefore, no additional class I bicycle parking would be required.

The total class I bicycle parking requirement for the Proposed Project would be 183 spaces based on the Design for Development document. The Proposed Project would exceed the class I bicycle parking requirement and provide three times the number of spaces required.

The Proposed Project would conform to the commercial and residential density envisioned in the Transbay Redevelopment Plan and would not create potentially hazardous conditions for people bicycling. Furthermore, the Proposed Project would decrease the proposed residential, retail, and office space, compared to the EIS/EIR Full Build Alternative assumptions for the Project Site, resulting in a net reduction in Proposed Project-generated. As such, the Proposed Project would not result in new or more severe impacts related to people bicycling than those identified in the Transbay EIS/EIR, and no mitigation measures are necessary.

Cumulative Conditions

Under cumulative conditions, traffic from people walking, bicycling, and driving on the surrounding street network would increase as a result of the Proposed Project, other development projects within the study area, and background growth elsewhere in the city and region. However, a general increase in traffic in and of itself would not be considered a potentially hazardous condition.

Under cumulative conditions, land use development within the Transbay Redevelopment Area would conform to the requirements of the Design for Development document, which was created to incorporate public improvements, including sidewalk widening, pedestrian-oriented alleyways, and public plazas, and account for the increased demand for pedestrian and bicycle facilities with the new Transbay Terminal and the new development throughout the Transbay Redevelopment Area.

With implementation of the Active Beale Street Project, the on-street bicycle lane (class II) along Beale Street would be replaced with a two-way separated bicycle lane (class IV) on the east side of the street, and a protected corner would be constructed at the southeast corner of the Howard Street/Beale Street intersection. As currently planned, the introduction of a separated two-way facility on Beale Street would improve bicycle circulation by providing more separation between people biking and people driving, a more direct north/south connection, and more options for travel between east/west bicycle facilities on Howard and Folsom streets. Although the effects of the Active Beale Street Project and the Soda plan will be subject to separate study and environmental review, it is anticipated that people biking through the Howard Street/Beale Street intersection would be provided more separation from motor vehicles compared with the existing-plus-project condition as a result of inclusion of a more substantial corner safety island.

The east side bicycle lane would introduce the potential for conflicts between people bicycling and trucks accessing the Proposed Project's loading dock. Truck drivers accessing the loading dock would be required to cross over a future two-way bicycle track, with people bicycling in both directions along the east side of Beale Street between Howard and Folsom streets, that would connect to a proposed bicycle lane on Howard Street. While trucks are reversing into the loading dock, drivers' ability to see people bicycling along Beale Street may be limited. Implementation of Improvement Measure I-TR-1 would reduce the potential for conflicts between freight and delivery service vehicles and people bicycling by requiring a visual warning device that would alert other right-of-way users when the loading dock is in use, employing a loading dock attendant to manage traffic flow, and requiring vehicles exceeding 30 feet in length to load in on-street zones on Howard, Main, or Tehama streets rather than in the loading dock.

The combination of the visual warning device provided at the loading dock to alert drivers and people bicycling and the low truck speeds needed to complete the turning maneuvers into and out of the loading dock would minimize potential hazards for people bicycling. In addition, coordination with the SFMTA, as part of the Proposed Project review process and as part of the Active Beale Street Project, would further reduce the potential for conflicts and minimize hazards for people bicycling. Implementation of Improvement Measure I-TR-2 would reduce the potential for conflicts between vehicles accessing the garage and people bicycling on Main Street by ensuring that queues would not spill back onto the public right-of-way.

For these reasons, the Proposed Project in combination with cumulative projects would not create potentially hazardous conditions for people bicycling. Therefore, there would be a less-than-significant cumulative impact related to bicycling.

Public Transit

Transbay EIS/EIR

For transit, the Transbay EIS/EIR focused on changes in operations for the bus lines that would serve the new Transbay Terminal, the capacity of the terminal facility, and changes in ridership with the extension

of Caltrain. With respect to the Transbay Redevelopment Plan component of the EIS/EIR Project, no quantitative analysis was conducted. In general, it was decided that new development as part of the Transbay Redevelopment Plan would result in increased transit usage, which would help defray the cost of the new transit facilities. The Transbay EIS/EIR estimated that Assessor's Block 3739 (Transbay Blocks 2, 3, and 4) would cause linked transit trips to increase by about 10,000 per day throughout the region. Because the projects at Assessor's Block 3739 would enhance transit connectivity, the Transbay EIS/EIR found no significant transit impacts, and no mitigation measures were identified.

Existing-plus-Project Conditions

The Proposed Project does not include any transit network features, such as modifications to transit service, operations, or amenities. There are no design features that would cause substantial delay for local or regional transit lines operating along streets fronting the Project Site.

Implementation of Improvement Measure I-TR-1 would reduce the potential for conflicts between freight and delivery service vehicles and transit by requiring a visual warning device that would alert transit vehicle drivers when the loading dock is in use, employing a loading dock attendant to manage traffic flow, and requiring vehicles exceeding 30 feet in length to load in on-street zones on Howard, Main or Tehama streets rather than in the loading dock. Implementation of Improvement Measure I-TR-2 would reduce the potential for conflicts between vehicles accessing the garage and transit vehicles on Main Street by ensuring that queues would not spill back onto the public right-of-way. Furthermore, the Proposed Project would decrease the residential, retail, and office space, compared to the EIS/EIR Full Build Alternative assumptions for the Project Site, resulting in a net reduction in Proposed Project-generated trips. As such, the Proposed Project would not result in new or more severe impacts related to transit than those identified in the Transbay EIS/EIR, and no mitigation measures are necessary.

Cumulative Conditions

Under cumulative conditions, there would be a general increase in the number of people riding transit as a result of the Proposed Project, other development projects within the study area, and background growth elsewhere in the city and region. Consistent with the Transbay EIS/EIR assessment, increases in transit ridership are a benefit rather than a potential impact, and the land use and transportation changes assumed to occur as part of cumulative conditions would not create potentially hazardous conditions for transit operations. Furthermore, implementation of Improvement Measure I-TR-1 would reduce the potential for conflicts between freight and delivery service vehicles and transit by requiring a visual warning device that would alert transit vehicle drivers when the loading dock is in use, employing a loading dock attendant to manage traffic flow, and requiring vehicles exceeding 30 feet in length to load in on-street zones on Howard, Main, or Tehama streets rather than in the loading dock. Implementation of Improvement Measure I-TR-2 would reduce the potential for conflicts between vehicles accessing the garage and transit vehicles on Main Street by ensuring that queues would not spill back onto the public right-of-way. In addition, the Proposed Project would decrease the residential, retail, and office space, compared to the EIS/EIR Full Build Alternative assumptions for the Project Site, resulting in a net reduction in Proposed Project-generated trips. As such, the Proposed Project in combination with cumulative projects would result in a less-than-significant cumulative impact related to public transit.

Emergency Access

Transbay EIS/EIR

The Transbay EIS/EIR did not find any significant impacts related to emergency vehicle access to the individual development parcels identified in the Transbay Redevelopment Plan. No mitigation measures to address impacts on emergency vehicle access were identified.

Existing-plus-Project Conditions

The Proposed Project would not include the introduction of physical impediments to emergency vehicle access. Rather, the Proposed Project's extension of Tehama Street could enhance emergency vehicle access. Consistent with the Design for Development, the Proposed Project would include lane restriping to reduce the total lane count. The number of lanes would be reduced from four to two along Howard Street, three to two along Main Street, and three to two along Beale Street. These changes would constitute a reduction in total number of vehicle travel lanes. Some of the reallocation would not serve general mixed-flow traffic but would still provide for emergency vehicle access needs. On Main Street, a portion of the cross-section reallocation would be dedicated to an on-street bike lane (class II), which would still be available roadway space and help serve emergency vehicle access needs. On Beale Street, the curbside casual carpool lane could also be used to serve emergency vehicle needs.

Buildings would be accessible from frontages along four streets (Howard, Tehama, Main, and Beale streets) and designed to meet building code standards for egress and emergency vehicle access. The streetscape designs are being evaluated in consultation with the SFMTA and the San Francisco Fire Department to determine emergency vehicle access needs.

Implementation of Improvement Measure I-TR-1 would reduce the potential for conflicts between freight and delivery service vehicles and emergency access by employing a loading dock attendant to manage traffic flow. Implementation of Improvement Measure I-TR-2 would reduce the potential for conflicts between vehicles accessing the garage and emergency vehicles on Main Street by ensuring that queues would not spill back onto the public right-of-way. Furthermore, the Proposed Project would conform to the development density specified in the Transbay Redevelopment Plan and decrease the residential, retail, and office space, compared to the EIS/EIR Full Build Alternative assumptions for the Project Site, resulting in a net reduction in Proposed Project-generated trips and a reduction in demand for emergency services. As such, the Proposed Project would not result in new or more severe impacts related to emergency vehicle access, and no mitigation measures are necessary.

Cumulative Conditions

Under cumulative conditions, traffic from people walking, bicycling, and driving on the surrounding street network would increase as a result of the Proposed Project, other development projects within the study area, and background growth elsewhere in the city and region. However, a general increase in traffic in and of itself would not be considered a potentially hazardous condition.

Under cumulative conditions, with implementation of the Active Beale Street Project, the on-street bicycle lane (class II) along Beale Street would be replaced with a two-way separated bicycle lane (class IV) on the east side of the street, and a protected intersection corner would be constructed on the southeast corner of the Howard Street/Beale Street intersection. As currently planned, this shift in bicycle lane location would not reduce roadway capacity or prohibit emergency vehicle access. The proposed streetscape designs are being evaluated in consultation with the SFMTA and the San Francisco Fire Department to assess

emergency vehicle access needs, including design detail recommendations, and ensure that emergency vehicle access can be maintained with the proposed bicycle lane and corner safety islands on Beale and Howard streets.

Although there would be a general increase in vehicle traffic from cumulative development projects, prior to finalizing the design and dimensions of any proposed transportation network changes, fire department and police department personnel would review and approve the streetscape modifications, as required, to ensure emergency vehicle access is acceptable. As a result, cumulative development and transportation projects are not expected to inhibit emergency access to the Project Site or materially affect emergency vehicle response. Implementation of Improvement Measure I-TR-1 would reduce the potential for conflicts between freight and delivery service vehicles and emergency access by employing a loading dock attendant to manage traffic flow. Implementation of Improvement Measure I-TR-2 would reduce the potential for conflicts between vehicles accessing the garage and emergency vehicles on Main Street by ensuring that queues would not spill back onto the public right-of-way. For these reasons, the Proposed Project in combination with cumulative projects would result in a less-than-significant cumulative impact related to emergency access.

Loading

Transbay EIS/EIR

The Transbay EIS/EIR did not identify any significant impacts related to commercial or passenger loading associated with the Transbay Redevelopment Plan. No mitigation measures to address impacts on commercial or passenger loading were identified.

Existing-plus-Project Conditions

The Proposed Project would include an off-street loading dock along Beale Street, with two spaces serving SU-30 trucks and smaller from a 24-foot-wide curb cut and driveway. Additional proposed locations for commercial and passenger loading include the nine spaces along Tehama Street, including two accessible spaces with curb ramps; two spaces along Main Street north of the garage driveway; and six spaces along the Project Site side of Howard Street. Loading/unloading zones would be located near building entrances.

Commercial (Freight and Delivery Service) Loading. Based on the travel demand estimates, the Proposed Project would generate demand for four commercial loading spaces in the midday peak hour of commercial loading. The analysis assumes that deliveries would occur primarily from standard box trucks, which are between 30 and 35 feet in length. That demand would be met by the combination of the off-street loading dock (two spaces) and the on-street loading spaces to be provided (340 linear feet of curb along Tehama, Main, and Howard streets on the Project Site frontage). The number of commercial versus passenger loading spaces has not yet been determined and would be subject to SFMTA review and approval. Commercial loading activity would be generated primarily by the retail land uses fronting Howard, Beale, and Main streets; therefore, the spaces along those streets nearest the retail building entrances would be the appropriate locations for designated commercial loading spaces.

This analysis assumes that at least 100 linear feet of the 340 total linear feet would be designated for commercial loading, and the peak commercial loading demand for four freight loading spaces would be met. Furthermore, implementation of Improvement Measure I-TR-1 would reduce the potential for conflicts between freight and delivery service vehicles and transit by employing a loading dock attendant to manage traffic flow and requiring vehicles exceeding 30 feet in length to load in on-street zones on

Howard, Main, or Tehama streets rather than in the loading dock. Furthermore, the Proposed Project would decrease the proposed residential, retail, and office space, compared to the EIS/EIR Full Build Alternative assumptions for the Project Site, resulting in a net reduction in Proposed Project-generated trips. As such, the Proposed Project would not result in any new or substantially more severe significant impacts with respect to commercial loading, and no mitigation measures are necessary.

Passenger Loading. Based on the travel demand estimates, the Proposed Project would generate demand for two passenger loading spaces (approximately 40 linear feet) during any one minute during the peak 15 minutes of the average peak period (one space, or 20 linear feet, of demand associated with both the residential and restaurant use). The proposed 340 total linear feet of passenger and commercial loading supply (approximately 17 spaces) along Tehama (180 linear feet), Main (40 linear feet), and Howard (120 linear feet) streets would serve this level of demand. Although the distribution of commercial versus passenger loading supply along these streets has not yet been determined, 17 spaces (340 linear feet) would adequately serve both needs. The nine spaces (180 linear feet) proposed on the north side of Tehama Street would be located along a one-way westbound street that would be extended as part of the Proposed Project. Two of these nine loading spaces would be accessible spaces with curb ramps. The two spaces along the west side of Main Street would be located within a 40-foot-long bulb-in, thereby minimizing the potential for conflicts with other road users and modes. The six spaces (120 linear feet) proposed on Howard Street would be provided along the south side of the roadway, in front of the Proposed Project.

The supply and siting of on-street loading spaces would meet passenger loading needs at the most convenient location and avoid any significant impacts. Furthermore, the Proposed Project would decrease the residential, retail, and office space, compared to the EIS/EIR Full Build Alternative assumptions for the Project Site, resulting in a net reduction in Proposed Project-generated trips and passenger loading demand. The Proposed Project would not result in any new or substantially more severe significant impacts with respect to passenger loading, and no mitigation measures are necessary.

Cumulative Conditions

Under cumulative conditions, freight and passenger loading activity on the surrounding street network would increase as a result of development projects within the study area. Commercial loading demand is typically hyperlocal, confined to the block faces of the buildings being served. Freight and passenger loading demand generated by cumulative development projects would not be anticipated to use the on-site freight loading dock or on-street freight and passenger loading spaces. However, if cumulative loading demand does increase on the block with the Proposed Project, the supply of on-street loading spaces (up to 17 total spaces, or 340 linear feet) would be enough to support increases in demand under cumulative conditions.

Under cumulative conditions, the on-street bicycle lane (class II) along Beale Street would be replaced with a two-way separated bicycle lane (class IV) on the east side of the street. As currently planned, the introduction of vertical separation between the bicycle lane and the vehicle travel lane would limit the ability of trucks to conveniently complete turning movements into and out of the loading dock. The effects of the Active Beale Street Project and Soda plan will be subject to separate study and environmental review. Further coordination with the SFMTA, as part of this review process and as part of the Active Beale Street Project, will include design detail recommendations to reduce the potential for conflicts and minimize potential hazards associated with commercial loading activities.

Implementation of Improvement Measure I-TR-1 would reduce the potential for conflicts between freight and delivery service vehicles and transit by employing a loading dock attendant to manage traffic flow and requiring vehicles exceeding 30 feet in length to load in on-street zones on Howard, Main, or Tehama streets rather than in the loading dock. The Proposed Project would decrease the residential, retail, and office space, compared to the EIS/EIR Full Build Alternative assumptions for the Project Site, resulting in a net reduction in Proposed Project-generated trips. For these reasons, the Proposed Project in combination with cumulative projects would have less-than-significant cumulative impacts related to loading.

WIND

Transbay EIS/EIR

A wind tunnel test was performed for the Transbay EIS/EIR, using conservative assumptions for the buildings that would be constructed in accordance with the land use program on the redevelopment parcels, including Block 4. The land use program ultimately adopted for the Block 4 site as part of the Transbay Redevelopment Plan included a maximum tower height of 450 feet, which was included in the wind tunnel test. Wind speeds were modeled at 69 locations throughout the Transbay Redevelopment Area, including four locations at the Project Site. The full build alternative modeling resulted in nine locations exceeding the comfort criterion (ground-level speeds in excess of 11 mph) and one location exceeding the hazard criterion (ground-level wind speeds in excess of 26 mph). The Reduced Scope Alternative modeling resulted in seven locations exceeding the comfort criterion and one location exceeding the hazard criterion. None of the comfort criterion or hazard criterion exceedances were located on Block 4 or adjacent blocks. For the purposes of CEQA, only exceedances of the hazard criterion are considered significant impacts.

To address the modeled hazard criterion exceedances, the Transbay EIS/EIR included a mitigation measure that required wind tunnel testing to be performed for all subsequent individual development projects proposed within the Transbay Redevelopment Area. If any exceedances of the hazard criterion occurred, design modifications or other mitigation measures would be required to mitigate or eliminate the exceedances.

Proposed Project and Cumulative Conditions

A wind tunnel test was performed for the Proposed Project, with conclusions outlined in the wind tunnel report summarized below and included in Appendix B.²⁰ The test modeled the proposed massing with a 550-foot tower (511 feet plus 39 feet for screening of mechanical equipment) with a 175-foot-tall podium and a 65-foot-tall townhouse building.²¹ Three scenarios were examined:

- (1) Existing Conditions
- (2) Existing Conditions plus Proposed Project
- (3) Cumulative Conditions plus Proposed Project

²⁰ CPP, Inc., *Pedestrian-Level Winds Report: Wind Tunnel Tests for Transbay Block 4*, July 14, 2020.

²¹ Regarding the “massing changes” to the Proposed Project, the massing itself has not changed relative to the massing evaluated in CPP’s assessment; the methodology for measuring building height has since changed resulting in minor shifts in height (all less than 5 feet) to the proposed buildings.

The cumulative conditions included buildings that are not yet approved or completed that have been added to the Proposed Project configuration, such as high-rise developments studied in the Transbay EIS/EIR. As shown in Table 7, below, wind speeds were modeled at 48 to 50 test points on and near the Project Site. Test points were selected to sample an area that is larger than the area within which wind speeds may be adversely affected by the Proposed Project. The measurement points were chosen to determine the degree of pedestrian comfort or discomfort at locations where relatively severe conditions are frequently found, such as at building corners, near entrances, on adjacent sidewalks with heavy pedestrian traffic, and in open plaza areas. All measurements were made without landscaping in place; therefore, the results may be considered representative of worst-case conditions, as required by the Planning Department. The addition of landscaping features is likely to reduce wind speeds in some locations.

The wind tunnel test assumed the Proposed Project would include a 550-foot tower (511 feet plus 39 feet for screening of mechanical equipment) with a 175-foot-tall podium and a 65-foot-tall townhouse building. Subsequent to the preparation of the wind tunnel test, the methodology used to measure the building heights was clarified, the cumulative conditions changed to include additional developments, and revisions to the massing of the potential development at Block 2. These minor clarifications and revisions to the cumulative conditions were evaluated (refer to Appendix B) and it was determined that there are no changes required to the conclusions in the wind tunnel test.²²

Table 7. Overview of Wind Comfort and Hazard Criterion Exceedances for the EIS/EIR Full Build Alternative and Reduced Scope Alternative Compared to Proposed Project

Wind Study Scenario	Number of Test Points Studied	Comfort Criterion Exceedances	Hazard Criterion Exceedances
<i>EIS/EIR^a</i>			
Full Build Alternative	69	9	1
Reduced Scope Alternative	69	7	1
<i>Proposed Project^b</i>			
Existing Configuration Conditions	48	14	none
Project Configuration Conditions	50	16	none
Cumulative Configuration Conditions	50	6	none
Sources:			
a. Federal Transit Administration/City and County of San Francisco, 2004.			
b. CPP, Inc., <i>Pedestrian-Level Winds Report: Wind Tunnel Tests for Transbay Block 4</i> , July 14, 2020. CPP, Inc., <i>Potential Model Changes and Expected Impact on Previous Wind Tunnel Test Results for Transbay Block 4</i> , May 5, 2020. CPP, Inc., <i>Massing and Cumulative Building Changes and Expected Impact for Transbay Block 4 Redevelopment</i> , June 7, 2022.			

²² CPP, Inc., *Potential Model Changes and Expected Impact on Previous Wind Tunnel Test Results for Transbay Block 4*, May 5, 2020. CPP, Inc., *Massing and Cumulative Building Changes and Expected Impact for Transbay Block 4 Redevelopment*, June 7, 2022.

Wind Comfort

The EIS/EIR included analysis of the [Project] based on pedestrian comfort criteria established in Planning Code section 148, *Reduction of Ground-level Wind Currents in C-3 Districts*, which call for equivalent wind speeds of 7 mph in public seating areas and 11 mph in areas of substantial pedestrian use not to be exceeded more than 10 percent of the time year-round between 7 a.m. and 6 p.m. The comfort criteria are not used to determine whether a proposed project would result in a significant wind impact under CEQA. The following discussion is provided for informational purposes only.

Exceedances of the comfort criteria were found at 14 locations under existing conditions. With implementation of the Proposed Project, exceedances of the comfort criteria would increase with the addition of two locations, for a total of 16 locations, but decrease to six locations under cumulative conditions. All locations along Folsom Street, between Main Street and Spear Street, exceed the comfort criteria in the existing configuration. The addition of the Proposed Project would not change the comfort rating at these locations; however, the cumulative configuration provides shelter for some of these locations and eliminates eight comfort exceedances compared with the existing configuration.

Wind Hazards

The EIS/EIR established the wind hazard criterion, as stated in the planning code, as the threshold of significance for environmental impact associated with wind. The criterion is based on wind speeds that are averaged hourly. When based on one-minute averages, as is the case for the comfort criteria, this criterion is increased to 36 mph.²³ The test results for hazardous winds prepared for the Proposed Project used the one-minute average of 36 mph for the wind hazard criterion. No exceedances of the hazard criterion were found under existing conditions, with the Proposed Project, or under the cumulative scenarios. Therefore, no design modification of the Proposed Project, in accordance with the Transbay EIS/EIR wind mitigation measure, would be required. The wind impacts of the Proposed Project would be less than significant.

Based on the analysis in the wind report for the Proposed Project, although the height of the proposed tower would increase compared to what was analyzed in the Transbay EIS/EIR, no significant wind impacts would occur. No new mitigation measures are necessary.

SHADOW

Transbay EIS/EIR

The EIS/EIR included a shadow analysis performed in accordance with CEQA and Planning Code section 295. The methodology analyzes the potential shadow impacts of the Proposed Project on public parks and open spaces as a percentage of theoretical annual available sunlight (TAAS) consumed. TAAS is a measure of the square-foot-hours (sfh) of sunlight that would theoretically be available at a given park or open space during a typical year, assuming that it is sunny during all daylight hours. The first hour of the day after sunrise and the last hour before sunset are excluded from TAAS calculations.

²³ Arens, E., D. Ballanti, C. Bennett, S. Guldman, and B. White, *Developing the San Francisco Wind Ordinance and Its Guidelines for Compliance*, 1989, in *Building and Environment*, Volume 24, No. 4, pp. 297–303.

The EIS/EIR shadow analysis found that the Transbay Terminal and development under the Transbay Redevelopment Plan would not cast shadow on any parks or open spaces subject to section 295.²⁴ Other public parks and open spaces not subject to section 295 were also evaluated for potential impacts under CEQA. In San Francisco, a significant shadow impact would occur under CEQA if a project were to create new shadow in a manner that would substantially affect outdoor recreation facilities or other public areas.²⁵ The EIS/EIR indicated that some publicly accessible open spaces would see a reduction in sunlight during certain periods of the day and year, but that additional shading would not amount to a significant impact requiring mitigation measures. The EIS/EIR required all subsequent development projects in the Transbay Redevelopment Area to undergo a shadow analysis.

Proposed Project and Cumulative Conditions

In accordance with the requirements of the EIS/EIR, a shadow analysis was prepared for the Proposed Project (Appendix C).²⁶ Throughout the analysis, a comparison is made between three shadow-casting scenarios:

- *Existing Conditions:* The shadows cast by existing and anticipated structures in the San Francisco downtown area.
- *DCDG-Compliant Massing:* The additional shadows, relative to existing conditions, that would be cast by Block 4 development that would comply with the current Transbay Redevelopment Plan, the Transbay Design for Development, and the DCDG massing controls previously approved for the site under Transbay Redevelopment Plan legislation. This scenario is consistent with the scenario analyzed in the EIS/EIR.
- *Proposed Project:* The additional shadows, relative to existing conditions, that would be cast by the Proposed Project.

An initial shadow fan analysis prepared for the Proposed Project identified two existing publicly owned open spaces that might be affected by the Proposed Project. These are the recently opened Salesforce Park and the diamond-shaped Rincon Park, which lies between The Embarcadero and the Bayfront Trail. In addition, the analysis included an evaluation of potential shadow on seven smaller, neighboring privately

²⁴ Section 295 of the planning code applies only to public parks and open spaces that are under the jurisdiction of the San Francisco Recreation and Park Commission.

²⁵ Prior to 2019, the CEQA significance criterion for shadow was similar to the criterion used under Planning Code Section 295 to determine if net new project shadow would have an adverse impact on the use of any property under the jurisdiction of the San Francisco Recreation and Park Commission. The Section 295 criterion includes the consideration of the quantity of net new project shadow (i.e., the number of square-foot-hours of shadow expressed as a percentage of the total amount of annual sunlight on the affected park[s]). In 2019, the San Francisco Planning Department revised the CEQA significance criterion for shadow to focus less on the quantitative aspect of analyzing shadow impacts under Section 295. Under the revised CEQA significance criterion, a project would result in a significant shadow impact if it would create new shadow that would substantially and adversely affect the use and enjoyment of publicly accessible open spaces. OCII acknowledges and accepts the use of the revised CEQA significance criterion for the analysis of the Proposed Project's shadow impact. For consistency with prior addenda to the EIS/EIR, quantitative information regarding the Proposed Project's shadow is included in this analysis.

²⁶ Fastcast. 2022. *Shadow Analysis Report – Block 4 San Francisco, CA*. June 2022.

owned public open spaces (POPOS),²⁷ including Spear Street Terrace, Howard Fremont Plaza, Main Street Plaza, 201 Mission, Salesforce Plaza, Urban Park, and 50 Beale Plaza. The future Block 3 publicly owned open space, Transbay Block 3 Park, is also discussed for informational purposes.

For each of the 10 identified open spaces, a baseline value was calculated that represents the highest theoretical amount of sunlight that each of these open spaces would receive if there were no structures casting shadows on them. This baseline maximum value is referred to as the TAAS, expressed in sfh of sunlight. The TAAS is calculated by multiplying the area of the park/open space by the total number of annual hours that fall between one hour after sunrise and one hour before sunset. Comparing the existing shadow, future shadow, and TAAS values to each other (all expressed in sfh) provides a quantitative summary of key shadow impacts. Table 8 and Table 9, below, summarize the TAAS (shown as a percentage), comparing shadows from existing buildings, existing buildings plus the DCDG-Compliant Massing, and the Proposed Project.

The shadow analysis for the Proposed Project included qualitative impacts on the affected spaces, based on (1) the nature of existing shadow profiles, (2) size and duration of existing versus potential new shadows, and (3) whether or not the identified new shadows could be considered adverse to the quality of observed and established usage. These observations follow the prescribed method in CEQA for characterizing environmental impacts associated with increased shading. These include the shadow characteristics (size, duration, and location of new shadows) as well as the relative importance of sunlight for the identified activity (time of day and year and location for new shadows versus observed open space use).

This section analyzes the net increase of shadows from the Proposed Project (maximum building height at the Project Site at 513 feet) compared to both the DCDG-Compliant Massing scenario (maximum building height at the Project Site at 450 feet, i.e. the scenario analyzed in the EIS/EIR) and, for informational purposes, existing conditions.

Table 8. Shadows on Affected Publicly Owned Open Spaces

	Salesforce Park	Rincon Park	Transbay Block 3 Park (Future)
Total Shadow from Existing Buildings	49.27%	30.61%	47.46%
<i>Existing Buildings plus DCDG-Compliant Massing</i>			
Total Shadow from Existing Buildings plus DCDG-Compliant Massing	49.29%	30.67%	47.47%
Increase Due to DCDG-Compliant Massing Using Existing Baseline	0.02%	0.06%	0.01%
<i>Existing Buildings + Proposed Project</i>			

²⁷ The San Francisco General Plan Recreation and Open Space Element characterizes privately owned public open spaces in the denser neighborhoods of the city as "...a critical strategy to promote livability and provide much-needed spaces for relaxation, enjoyment of greenery, and socializing with others." Although these spaces are not subject to the provisions of section 295 of the planning code, the recreation and open space element is clear in that protecting sunlight access to these spaces, especially in the areas and times of highest use, should be a high priority for City officials and private groups.

Total Shadow from Existing Buildings plus Proposed Project	49.30%	30.74%	47.51%
Increase Due to Proposed Project Using Existing Baseline	0.03%	0.13%	0.05%
<i>DCDG-Compliant Massing Compared to Proposed Project</i>			
Additional Increase Due to Proposed Project Beyond Increase Due to DCDG-Compliant Massing	0.01%	0.07%	0.04%
Source: Fastcast, 2022.			

Table 9. Shadows on Affected Privately Owned Public Open Spaces

	Spear Street Terrace	Howard/Fremont Plaza	Main Street Plaza	201 Mission	Salesforce Plaza	Urban Park	50 Beale Plaza
Total Shadow from Existing Buildings	78.14%	84.68%	65.06%	65.81%	89.46%	53.05%	95.03%
<i>Existing Buildings plus DCDG-Compliant Massing</i>							
Total Shadow from Existing Buildings plus DCDG-Compliant Massing	78.30%	84.74%	68.26%	67.44%	89.47%	64.14%	95.11%
Increase Due to DCDG-Compliant Massing Using Existing Baseline	0.16%	0.06%	3.20%	1.63%	0.01%	11.09%	0.08%
<i>Existing Buildings + Proposed Project</i>							
Total Shadow from Existing Buildings plus Proposed Project	78.45%	85.04%	69.10%	67.69%	89.48%	65.02%	95.13%
Increase Due to Proposed Project Using Existing Baseline	0.31%	0.36%	4.04%	1.88%	0.02%	11.97%	0.10%
<i>DCDG-Compliant Massing Compared to Proposed Project</i>							
Additional Increase Due to Proposed Project Beyond Increase Due to DCDG-Compliant Massing	0.15%	0.30%	0.84%	0.25%	0.01%	0.88%	0.02%
Source: Fastcast, 2022.							

Salesforce Park

Salesforce Park is a 208,072-square-foot (4.78-acre) publicly accessible park located on the roof of the Salesforce Transit Center. The 1,400-foot-long elevated park features a variety of activities and amenities, including gardens, trails, open grass areas, children's play areas, an outdoor amphitheater, as well as space for a future restaurant. The children's play areas are in the central and southwestern portions of the park, and the outdoor amphitheater is in the southwest portion of the park. Salesforce Park is used extensively throughout the day during the week. It is not as busy but still experiences substantial use on weekends.

The DCDG-Compliant Massing would contribute 125,414 sfh (0.02 percent) of new shading approximately four months of the year (mid-April to mid-August). The daily duration of net new shadow on the park under this scenario would range from less than 1 minute to a maximum of 51 minutes, with the average daily duration being about 33 minutes. In comparison, the Proposed Project would contribute 199,311 sfh (0.03 percent) new shading approximately eight months of the year (early January to early March, mid-April to mid-August, and early October to early December). The daily duration of net new Proposed Project shadow would range from less than 1 minute to a maximum of 1 hour and 16 minutes, with the average daily duration being about 44 minutes.

Both the DCDG-Compliant Massing and the Proposed Project would shadow Salesforce Park in the morning, affecting some areas with fixed seating in the northeastern end of the park. Shadow from both scenarios would move off the park around 8:45 a.m. to 9:00 a.m. and would not occur during the middle of the day when many nearby office workers might use the park during their lunch breaks.

The building height increase due to the Proposed Project would result in a net increase in shadow of 0.03 percent compared to existing conditions, and a net increase of 0.01 percent compared to the DCDG-Compliant Massing analyzed in the EIS/EIR. Given the limited duration of shadow and the limited area of the park that would be affected, shadow from the Proposed Project would not substantially and adversely affect the public's use and enjoyment of the park. Therefore, the Proposed Project's shadow impact on Salesforce Park would be less than significant, and no mitigation measures are necessary.

Rincon Park

Rincon Park is an urban diamond-shaped waterfront open space sited between the Embarcadero and the Bay Front Trail just south of the western Bay Bridge anchorage. The park features inviting expanses of lawn, canted and oriented to provide maximum views to the bay. The lawns are edged with a series of low seat walls. Tucked within and between the seat walls are shrub and perennial plantings native to California and coastal areas. Dominating the mounded landform is the Cupid's Span sculpture. Rincon Park is heavily used throughout the day both during the week and on weekends. The park is used for passive recreation (e.g., smoking, informal socializing, eating during lunch breaks, sunbathing). Although the park does not feature any active recreation facilities, cyclists and runners often pass through the park; the eastern boundary of the park abuts the San Francisco Bay Trail.

The DCDG-Compliant Massing would contribute 279,239 sfh (0.06 percent) of new shading approximately 9 months of the year (mid-April to early May, early August to mid-August, and late August to early April). The daily duration of net new shadow on the park under this scenario would range from less than 1 minute to a maximum of 1 hour, with an average daily duration of about 33 minutes. By comparison, the Proposed Project would contribute 607,662 sfh (0.13 percent) of new shading 10 months of the year, between early August and early May. The daily duration of net new shadow from the Proposed Project on the park would range from less than 1 minute to a maximum of 1 hour and 15 minutes, with an average duration of about 43 minutes.

Both the DCDG-Compliant Massing and the Proposed Project would shadow the park in the afternoon and early evening. Compared to shadow from the DCDG-Compliant Massing, shadow from the Proposed Project would be very similar in time of occurrence, duration, and location. Like the DCDG-Compliant Massing, the Proposed Project would not cast net new shadow on the park before 2:30 p.m. on any day of the year. Shadow from the Proposed Project would not occur during the morning and early afternoon when the park is heavily used. Shadow from the Proposed Project would occur during the afternoon and early evening when much of the park is already shadowed by existing buildings and activity levels within the park have decreased substantially.

The building height increase due to the Proposed Project would result in a net increase of 0.13 percent compared to existing conditions, and 0.07 percent compared to the DCDG-Compliant Massing analyzed in the EIS/EIR. The additional shadow from the Proposed Project is not expected to substantially and adversely affect the public's use and enjoyment of the park. Therefore, Proposed Project's shadow impact on Rincon Park would be less than significant, and no mitigation measures are necessary.

Spear Street Terrace (POPOS)

Spear Street Terrace is a 31,716-square-foot (0.73-acre) publicly accessible private open space in the Financial District of San Francisco (Assessor's Block 3741/Lot 032). The plaza is northwest of 2 Folsom Street; the "panhandle" portion is between a parking structure to the northeast and the 201 Spear Street building to the southwest. Access to the plaza is via Steuart Street to the northeast and Spear Street to the southwest as well as a narrower "panhandle" pedestrian passageway from Howard Street to the northwest. Spear Street Terrace is used primarily for passive activity by nearby office workers and as a pedestrian passage between Spear, Howard, and Steuart streets. The plaza experiences its maximum use around lunchtime.

The DCDG-Compliant Massing would contribute 185,116 sfh (0.16 percent) of new shading approximately 4.5 months of the year (late February to early May and early August to mid-October). The daily duration of net new shadow on the park under this scenario would range from less than 1 minute to a maximum of 1 hour and 15 minutes, with the average daily duration being about 50 minutes. By comparison, the Proposed Project would contribute 371,002 sfh (0.31 percent) of new shading approximately six months of the year (early February to early May and early August to early November). With the Proposed Project, the daily duration of net new shadow on the park would range from less than 1 minute to a maximum of 1 hour and 15 minutes, with the average daily duration being about 49 minutes.

Both the DCDG-Compliant Massing and the Proposed Project would shadow the plaza in the afternoon. Shadow from the Proposed Project would occur on the plaza for more days of the year (early February to early May and early August to early November) than shadow from the DCDG-Compliant Massing (late February to early May and early August to mid-October). From mid-August until early October, the Proposed Project would cast a larger shadow on the southwest (Spear Street) entrance to the plaza than the DCDG-

Compliant Massing. Shadow from the Proposed Project would not reach the plaza before 2:45 p.m. and would not occur during the plaza's period of maximum use (11:00 a.m. to 1:00 p.m. for nearby workers' lunch breaks).

The building height increase due to the Proposed Project would result in a net increase of 0.31 percent compared to existing conditions, and 0.15 percent compared to the DCDG-Compliant Massing analyzed in the EIS/EIR. Net new shadow from the Proposed Project would not substantially and adversely affect the public's use and enjoyment of the park. The Proposed Project's shadow impact on Spear Street Terrace would be less than significant, and no mitigation measures are necessary.

Howard/Fremont Plaza (POPOS)

Howard Fremont plaza is an 8,724-square-foot (0.20-acre) urban open space located in the Financial District of San Francisco on Assessor's Blocks 3738/Lots 016 and 017. The T-shaped open space is framed by high rises on the northwest and east and the 50-foot-tall 342 Howard Street Tower Project at the corner of Howard Street and Fremont Street. Howard Fremont Plaza attracts a high number of visitors during lunchtime, including many nearby office workers.

The DCDG-Compliant Massing would contribute 19,471 sfh (0.06 percent) of new shading approximately 4.5 months of the year (early April to mid-April, late April to mid-August, and late August to early September). The daily duration of net new shadow on the park under this scenario would range from 1 minute to a maximum of 30 minutes, with the average daily duration being about 21 minutes. In comparison, the Proposed Project would contribute 117,410 sfh (0.36 percent) of new shading approximately five months of the year (early April to early September). With the Proposed Project, the daily duration of net new shadow on the park would range from 1 minute to a maximum of 1 hour and 45 minutes, with the average daily duration being about 1 hour and 6 minutes.

Both the DCDG-Compliant Massing and the Proposed Project would shadow the southeast (Howard Street) entrance of the plaza during the morning from mid-April until late August. From early May until early August, shadow from the Proposed Project would occur for a longer duration each day than shadow from the DCDG-Compliant Massing (an average of 90 minutes compared to an average of 15 to 30 minutes). Shadow from the Proposed Project would move off the plaza by 9:15 a.m. and would not occur during the plaza's period of maximum use (11:00 a.m. to 1:00 p.m. for nearby workers' lunch breaks).

The building height increase due to the Proposed Project would result in a net increase of 0.36 percent compared to existing conditions, and 0.30 percent compared to the DCDG-Compliant Massing analyzed in the EIS/EIR. Net new shadow from the Proposed Project would not substantially and adversely affect the public's use and enjoyment of the park. The Proposed Project's shadow impact on Howard/Fremont Plaza would be less than significant, and no mitigation measures are necessary.

Main Street Plaza (POPOS)

Main Street Plaza has 4,657 square feet (0.11 acre) of publicly accessible urban open space in the Financial District of San Francisco on Assessor's Block 3740/Lots 033 and 034. The Main Street entry of the plaza, which benefits from a sunny exposure, has two concrete benches, three planters that double as seating along the edges, and modest landscaping. At the eastern edge of the plaza is an expansive fenced play lot for children. Main Street Plaza is used primarily for passive activity by nearby office workers and as a pedestrian passage between Main and Spear streets. The plaza experiences its maximum use around lunchtime.

The DCDG-Compliant Massing would contribute 554,982 sfh (3.20 percent) of new shading during all 12 months of the year. The daily duration of net new shadow on the park under this scenario would range from less than 1 minute to a maximum of 2 hours and 15 minutes, with the average daily duration being about 1 hour and 8 minutes. In comparison, the Proposed Project would contribute 700,136 sfh (4.04 percent) of new shading during all 12 months of the year. With the Proposed Project, the daily duration of net new shadow on the park would range from less than 1 minute to a maximum of 2 hours and 30 minutes, with the average daily duration being about 1 hour and 21 minutes.

Both the DCDG-Compliant Massing and the Proposed Project would shadow the southwest (Main Street) entrance of the plaza during the afternoon throughout the year. From late September until mid-March, shadow from the Proposed Project would reach the plaza about 15 to 30 minutes earlier than shadow from the DCDG-Compliant Massing, but this would occur after 2:00 p.m. Therefore, shadow from the Proposed Project would not occur during the plaza's period of maximum use (11:00 a.m. to 1:00 p.m. for nearby workers' lunch breaks).

The building height increase due to the Proposed Project would result in a net increase of 4.04 percent compared to existing conditions, and 0.84 percent compared to the DCDG-Compliant Massing analyzed in the EIS/EIR. Net new shadow from the Proposed Project would not substantially and adversely affect the public's use and enjoyment of the park. The Proposed Project's shadow impact on Main Street Plaza would be less than significant, and no mitigation measures are necessary.

201 Mission (POPOS)

The 0.31-acre parcel at 201 Mission is a lunch and break space with a surplus of movable seating and dining, buffered from Beale Street by dense planting. The open space at 201 Mission Street is presumed to be used primarily for passive activity by nearby office workers.²⁸ Given its proximity to high rise office buildings, the open space likely experiences its heaviest use around lunchtime.

The DCDG-Compliant Massing would contribute 825,497 sfh (1.63 percent) of new shading more than 11 months of the year, from late December to mid-December. The daily duration of net new shadow on the park under this scenario would range from less than one minute to a maximum of 6 hours and 45 minutes, with the average daily duration being about 3 hours and 41 minutes. In comparison, the Proposed Project would contribute 948,754 sfh (1.88 percent) of new shading almost nine months of the year, from early January to mid-May and from late July to early December. With the Proposed Project, the daily duration of net new shadow on the park would range from less than one minute to a maximum of 1 hour and 45 minutes, with the average daily duration being about 1 hour and 9 minutes.

Both the DCDG-Compliant Massing and the Proposed Project would shadow the open space in the morning before 9:15 a.m., with shadow from the Proposed Project lasting about 30 minutes longer per day from mid-November until late January. Shadow from the Proposed Project would not occur during the open space's presumed period of maximum use (11:00 a.m. to 1:00 p.m. for nearby workers' lunch breaks).

The building height increase due to the Proposed Project would result in a net increase of 1.88 percent compared to existing conditions, and 0.25 percent compared to the DCDG-Compliant Massing analyzed in the EIS/EIR. Net new shadow from the Proposed Project would not substantially and adversely affect the

²⁸ Due to an indefinite citywide shelter-in-place order effective March 17, 2020, observations of this open space were not possible at the time that this analysis was prepared.

public's use and enjoyment of the park. The Proposed Project's shadow impact on the 201 Mission open space would be less than significant, and no mitigation measures are necessary.

Salesforce Plaza (POPOS)

Salesforce Plaza, an open hardscape area at the southern corner of Mission and Fremont streets, is framed by Salesforce Tower to the southwest and Salesforce Transit Center to the southeast. Salesforce Plaza is used primarily by pedestrians while en route to Salesforce Transit Center or the high-rise office buildings and businesses in the area. It is also the location of the cable car that ferries pedestrians to the elevated Salesforce Park. The plaza contains a small amount of fixed seating and landscaping in the northern corner of the site, adjacent to the cable car. The use of the plaza for purposes other than pedestrian access to and from the Salesforce Transit Center and Salesforce Park is presumed to be minimal.²⁹

The DCDG-Compliant Massing would contribute 7,031 sfh (0.01 percent) of new shading about 9 months of the year, from late January to early March and mid-March to late September. The daily duration of net new shadow on the park under this scenario would range from less than 1 minute to a maximum of 1 hour and 45 minutes, with the average daily duration being about 53 minutes. In comparison, the Proposed Project would contribute 13,803 sfh (0.02 percent) of new shading about three months of the year, between mid-April and late May as well as mid-July to mid-August. With the Proposed Project, the daily duration of net new shadow on the park would range from less than 1 minute to a maximum of 1 30 minutes, with the average daily duration being about 24 minutes.

Both the DCDG-Compliant Massing and the Proposed Project would shadow the northern third of the plaza in the morning, with shadow from the Proposed Project covering an additional area along the eastern edge of the plaza. Shadow from the Proposed Project would occur on the plaza for fewer days of the year (mid-April to late May and mid-July to mid-August) than shadow from the DCDG-Compliant Massing (late January to early March and mid-March to late September).

The building height increase due to the Proposed Project would result in a net increase of 0.02 percent compared to existing conditions, and 0.01 percent compared to the DCDG-Compliant Massing analyzed in the EIS/EIR. Shadow from the Proposed Project is not anticipated to substantially and adversely affect the use of the plaza for pedestrian access. The Proposed Project's shadow impact on Salesforce Plaza would be less than significant, and no mitigation measures are necessary.

Urban Park (POPOS)

Urban Park, located on the western corner of Howard Street and Main Street, is a new open space, seemingly inspired by traditional Japanese raked-gravel gardens. Based on its design, the park is expected to be used primarily for passive activity by nearby residents and workers.³⁰

The DCDG-Compliant Massing would contribute 8,810,597 sfh (11.09 percent) of new shading to Urban Park. New shading would be introduced at the plaza every day of the year. The daily duration of net new shadow on the park under this scenario would range from less than 1 minute to a maximum of 4 hours and 45 minutes, with the average daily duration being about 3 hours and 58 minutes. In

²⁹ Due to an indefinite citywide shelter-in-place order effective March 17, 2020, observations of this open space were not possible at the time that this analysis was prepared.

³⁰ Due to an indefinite citywide shelter-in-place order, effective March 17, 2020, observations of this open space were not possible when this analysis was prepared.

comparison, the Proposed Project would contribute 9,501,966 sfh (11.97 percent) of new shading. New shading would be introduced at the plaza every day of the year. With the Proposed Project, the daily duration of net new shadow on the park would range from less than 1 minute to a maximum of 5 hours and 30 minutes, with the average daily duration being about 4 hours and 15 minutes.

Both the DCDG-Compliant Massing and the Proposed Project would shadow the park from the early morning until the early afternoon throughout the year. Compared to shadow from the DCDG-Compliant Massing, shadow from the Proposed Project would be very similar in time of occurrence, duration, and location.

The building height increase due to the Proposed Project would result in a net increase of 0.88 percent compared to the DCDG-Compliant Massing analyzed in the EIS/EIR. Park users who prefer sunlight to shadow would be affected by the net new shadow and most likely would not use the park during the morning and early afternoon. Such individuals would be able to visit other parks and open spaces in the neighborhood that receive more sunlight. This would be the case under both the DCDG-Compliant Massing and the Proposed Project. Since the shadow from the Proposed Project would be very similar in time of occurrence, duration, and location to the shadow from the DCDG-Compliant Massing, the Proposed Project would not result in a more severe shadow impact on Urban Park when compared to the DCDG-Compliant Massing.

50 Beale Street Plaza (POPOS)

This large, square-shaped urban park opens onto Beale Street on its east side. Surrounded on three sides by towers and heavily landscaped with bushes and mature trees, the park generally stays shady. There is ample bench seating but no movable seating. Although crisscrossed by office workers heading to the nearby towers or cutting through the block, the park is generally empty in the evening and on weekends. Based on its design, the park is presumed to be used primarily for passive activity or as a mid-block pedestrian passage by nearby office workers and residents. Given its proximity to high rise office buildings, the park likely experiences its heaviest use around lunchtime.³¹

The DCDG-Compliant Massing would contribute 57,097 sfh (0.08 percent) of new shading about 3 months of the year, from early February to mid-March as well as late September to early November. The daily duration of net new shadow on the park under this scenario would range from less than 1 minute to a maximum of 45 minutes, with the average daily duration being about 30 minutes. In comparison, the Proposed Project would contribute 69,967 sfh (0.10 percent) of new shading approximately 4 months of the year, from early February to mid-March, mid-September to early November, and early December to early January. With the Proposed Project, the daily duration of net new shadow on the park would range from less than 1 minute to a maximum of 45 minutes, with the average daily duration being about 27 minutes.

Like the DCDG-Compliant Massing, the Proposed Project would not cast net new shadow on the plaza after 9:45 a.m. on any day of the year. Therefore, shadow from the Proposed Project would not occur during the plaza's presumed period of maximum use (11:00 a.m. to 1:00 p.m. for nearby workers' lunch breaks).

The building height increase due to the Proposed Project would result in a net increase of 0.10 percent compared to existing conditions, and 0.02 percent compared to the DCDG-Compliant Massing analyzed in

³¹ Due to an indefinite citywide shelter-in-place order, effective March 17, 2020, observations of this open space were not possible when this analysis was prepared.

the EIS/EIR. Net new shadow from the Proposed Project would not substantially and adversely affect the public's use and enjoyment of the plaza. The Proposed Project's shadow impact on 50 Beale Street Plaza would be less than significant, and no mitigation measures are necessary.

Future Transbay Block 3 Park

The following discussion is provided for informational purposes only. Since Transbay Block 3 Park is not an existing park, shadow from the Proposed Project could not result in an impact under CEQA.

Transbay Block 3 Park is a proposed 47,885-square-foot (1.10-acre) public park in the Financial District of San Francisco, on portions of Assessor's Block 3739/Lots 002, 006, and 008 (Transbay Block 3). The future park space will occupy land that was used as the temporary Transbay Terminal while the Salesforce Transit Center was being built. The design and programming of this park are still under development and have not yet been finalized.

The DCDG-Compliant Massing would contribute 9,441 sfh (0.01 percent) of new shading approximately four months of the year. The daily duration of net new shadow on the park under this scenario would range from less than 1 minute to a maximum of 1 hour and 30 minutes, with the average daily duration being about 43 minutes. In comparison, the Proposed Project would contribute 81,454 sfh (0.05 percent) of new shading approximately 7 months of the year. With the Proposed Project, the daily duration of net new shadow on the park would range from less than 1 minute to a maximum of 1 hour and 45 minutes, with the average daily duration being about 57 minutes. The building height increase due to the Proposed Project would result in a net increase of 0.04 percent compared to the DCDG-Compliant Massing analyzed in the EIS/EIR.

Both the DCDG-Compliant Massing and the Proposed Project would shadow the northern (Tehama Street) edge of the future park during the late afternoon and early evening. Shadow from the Proposed Project would occur on the future park for more days of the year (mid-March until early October) than shadow from the DCDG-Compliant Massing (mid-March until mid-April, late May until mid-July, late August until early October). Given the limited area along the northern edge of the future park that would be affected, it is anticipated that shadow from the Proposed Project would not substantially and adversely affect the public's use and enjoyment of the future park.

COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 02-2021

Adopted January 19, 2021

CONDITIONALLY APPROVING A VARIATION TO THE TRANSBAY REDEVELOPMENT PLAN'S ON-SITE AFFORDABLE HOUSING REQUIREMENT AS IT APPLIES TO THE MIXED-USE PROJECT AT 542-550 HOWARD STREET, SUBJECT TO APPROVAL BY THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO IN ITS CAPACITY AS LEGISLATIVE BODY FOR THE SUCCESSOR AGENCY TO THE SAN FRANCISCO REDEVELOPMENT AGENCY, AND AUTHORIZING THE PAYMENT OF AN AFFORDABLE HOUSING FEE TO FULFILL THE PROJECT'S AFFORDABLE HOUSING OBLIGATION; PROVIDING NOTICE THAT THIS APPROVAL IS WITHIN THE SCOPE OF THE TRANSIT CENTER DISTRICT PLAN PROJECT APPROVED UNDER THE TRANSIT CENTER DISTRICT PLAN FINAL ENVIRONMENTAL IMPACT REPORT ("FEIR"), A PROGRAM EIR, AND IS ADEQUATELY DESCRIBED IN THE FEIR FOR THE PURPOSES OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; AND ADOPTING ENVIRONMENTAL REVIEW FINDINGS; TRANSBAY REDEVELOPMENT PROJECT AREA

WHEREAS, The California Legislature in 2003 enacted Assembly Bill 812 ("AB 812") authorizing the demolition of the historic Transbay Terminal building and the construction of the new Transbay Transit Center (the "TTC") (Stat. 2003, Chapter 99, codified at § 5027.1 of the Cal. Public Resources Code). AB 812 also mandated that 25 percent of the residential units developed in the area around the TTC "shall be available at affordable housing cost to, and occupied by, persons and families whose incomes do not exceed 60 percent of the area median income, and that at least an additional 10 percent of all dwelling units developed within the project area shall be available at affordable housing cost to, and occupied by, persons and families whose incomes do not exceed 120 percent of the area median income" if the City and County of San Francisco ("City") adopted a redevelopment plan providing for the financing of the TTC (the "Transbay Affordable Housing Obligation"); and,

WHEREAS, The Board of Supervisors of the City and County of San Francisco ("Board of Supervisors") approved a Redevelopment Plan for the approximately 40 acre Transbay Redevelopment Project Area ("Project Area") by Ordinance No. 124-05, adopted on June 21, 2005 and by Ordinance No. 99-06, adopted on May 9, 2006 ("Redevelopment Plan"). The Redevelopment Plan established a program for the Redevelopment Agency of the City and County of San Francisco ("Former Agency") to redevelop and revitalize the blighted Project Area; it also provided for the financing of the TTC and thus triggered the Transbay Affordable Housing Obligation; and,

WHEREAS, The 2005 Report to the Board of Supervisors on the Redevelopment Plan ("Report") estimated that the Transbay Affordable Housing Obligation would require the development of 1200 affordable units. Report at p. VI-14 (Jan. 2005). The Report also stated: "The affordable housing in the Project Area will include approximately

388 inclusionary units, or units built within market-rate housing projects... The affordable housing will also include approximately 795 units in stand-alone, 100 percent affordable projects.” Report at page VIII-7; and,

WHEREAS, The Redevelopment Plan established, under Cal. Health and Safety Code § 33333, the land use controls for the Project Area, required development to conform to those land use controls, and divided the Project Area into two land use zones: Zone One and Zone Two. The Redevelopment Plan required the Former Agency to exercise land use authority in Zone One and authorized it to delegate to the San Francisco Planning Department (“Planning Department”) the land use controls of the San Francisco Planning Code (“Planning Code”), as amended from time to time, in Zone Two; and,

WHEREAS, On May 3, 2005, the Former Agency and the Planning Department entered into a Delegation Agreement whereby the Planning Department assumed land use authority in Zone Two of the Project Area subject to certain conditions and procedures, including the requirement that the Planning Department’s approval of projects shall be consistent with the Redevelopment Plan (“Delegation Agreement”); and,

WHEREAS, In 2012, the City adopted the Transit Center District Plan, which covers the entirety of the Project Area north of Folsom Street, including Zone 2 of the Redevelopment Plan wherein the Planning Department has land use authority; and,

WHEREAS, To fulfill the Transbay Affordable Housing Obligation, both the Redevelopment Plan and the Planning Code require that all housing developments within the Project Area contain on-site affordable housing. Redevelopment Plan, § 4.9.3 (a minimum of 15 percent); Planning Code, § 249.28 (b) (6) (incorporating the higher inclusionary requirements of Planning Code § 415.6, namely a minimum of 20 percent) (together the “On-Site Requirement”). Neither the Redevelopment Plan nor the Planning Code authorizes off-site affordable housing construction or an “in-lieu” fee payment as an alternative to the On-Site Requirement in the Project Area; and,

WHEREAS, The Redevelopment Plan provides a procedure and standards by which certain of its requirements and the provisions of the Planning Code may be waived or modified. Section 3.5.5 of the Redevelopment Plan states: “The Agency Commission, in its sole discretion, may grant a variation from the Plan, the Development Controls and Design Guidelines, or the Planning Code where enforcement would otherwise result in practical difficulties for development creating undue hardship for the property owner and constitute an unreasonable limitation beyond the intent of the Plan, the Design for Development or the Development Controls and Design Guidelines... Variations to the Plan or the Development Controls and Design Guidelines shall only be granted because of unique physical constraints or other extraordinary circumstances applicable to the property. The granting [of] a variation must be in harmony with the Plan, the Design for Development and the Development Controls and Design Guidelines and shall not be materially detrimental to the public welfare or materially injurious to neighboring property or improvements in the vicinity... In granting any variation,

the Agency Commission shall specify the character and extent thereof, and shall also prescribe any such conditions as are necessary to secure the goals of the Plan, the Design for Development and the Development Controls and Design Guidelines;" and,

WHEREAS, On February 1, 2012, state law dissolved the Former Agency. Cal. Health & Safety Code §§ 34170 et seq. (the "Redevelopment Dissolution Law."); and,

WHEREAS, Under the Redevelopment Dissolution Law, all of the Former Agency's assets (other than certain housing assets) and obligations were transferred to the Successor Agency to the Former Agency, also known as the Office of Community Investment and Infrastructure ("Successor Agency" or "OCII"). Some of the Former Agency's housing assets were transferred to the Mayor's Office of Housing and Community Development ("MOHCD"), acting as the housing successor; and,

WHEREAS, To implement the Redevelopment Dissolution Law, the Board of Supervisors adopted Resolution No. 11-12 (Jan. 26, 2012) and Ordinance No. 215-12 (Oct. 4, 2012), which granted land use authority over the Former Agency's Major Approved Development Projects, including the Transbay Redevelopment Project, to the Successor Agency and its Commission. The Delegation Agreement, however, remains in effect and the Planning Department continues to exercise land use authority under the Planning Code over development in Zone Two; and,

WHEREAS, On April 15, 2013, the California Department of Finance ("DOF") determined finally and conclusively that the Successor Agency has enforceable obligations under Redevelopment Dissolution Law to complete certain development in the Project Area, including the Transbay Affordable Housing Obligation; Letter, S. Szalay, DOF Local Government Consultant, to T. Bohee, Successor Agency Executive Director (April 15, 2012 [sic]); and,

WHEREAS, In furtherance of its land use authority under the Delegation Agreement, Redevelopment Plan, and Transit Center District Plan, the Planning Commission approved, by Resolutions 20613 and 20614, and Motions 20615, 20616, 20617, 20618 (Jan. 9, 2020) a project at 542-550 Howard Street (Assessor's Parcel Block No. 3721, Lots 016, 135, 136, and 138, also known as Transbay Parcel F, located in Zone 2 of the Redevelopment Plan on the north side of Howard Street, between 1st and 2nd Streets in the Project Area. (the "Project Site"). Subsequently, on June 5, 2020, the Zoning Administrator issued a variance decision. (Together the Planning Commission approvals and the Zoning Administrator decision are referred to as the "Approvals"). The Approvals approved a project that would include a new 61-story mixed use building reaching a height of approximately 750 feet (approximately 800 feet including rooftop screen/mechanical equipment), and including 165 dwelling units, 189 hotel rooms, 275,674 gross square feet of office use floor area, approximately 9,000 square feet of retail space, approximately 20,000 square feet of open space, 178 Class 1 and 34 Class 2 bicycle parking spaces, and four below-grade levels to accommodate up to 183 vehicle parking spaces for the residential, hotel, and office uses (the "Project"). The Project also includes a bridge to the future elevated park situated on top of the TTC; and,

WHEREAS, To comply with the On-Site Requirement, the Approvals require the Project to include approximately 33 inclusionary below-market-rate units that are affordable to income-eligible households. All of the Project's approximately 165 residential units are located on the highest 17 floors of the building. The residential units will be for-sale units with homeowners' association ("HOA") assessments that the Project's developer estimates will exceed \$2500 per month; and,

WHEREAS, On June 28, 2018, OCII received a request from Developer for a variation from the On-Site Requirement whereby the Developer would construct off-site affordable units instead of providing on-site inclusionary units. Letter, Parcel F Owner LLC, to N. Sesay (June 28, 2018) (the "Original Variation Request"). OCII did not act on the Original Variation Request pending additional negotiations with the Developer. On December 17, 2020, OCII received an amended and restated request in which the Developer proposed that the obligation to provide on-site BMR units for the Project be fulfilled instead by paying to OCII an amount equal to one hundred fifty percent (150%) of the inclusionary housing fee (the "Affordable Housing Fee") that Section 415.5 of the Planning Code would otherwise require if the Project were not subject to the On-Site Requirement. Letter, Parcel F Owner LLC to S. Oerth, OCII (Dec. 17, 2020) ("Revised Variation Request"), attached as Exhibit B to the Commission Memorandum related to this Resolution; and,

WHEREAS, In the Revised Variation Request, the Developer explained that the Project was unique in that it will include a mix of hotel, offices, and residential units in the same high-rise building, its residential units are located on the upper 17 floors of an approximately 61-story tower, it provides desirable public amenities such as a public pedestrian way connecting Howard Street to the Transbay Transit Center, a pedestrian bridge providing public access to the Transit Center's new rooftop park, and its HOA dues will be in excess of \$2500 per month. The Revised Variation Request concludes that the application of the On-Site Requirement to the Project creates practical difficulties that would prevent the administration of a successful affordable housing program because the HOA may raise fees at any time without regard to the effect on the BMR units resulting in it simply not being feasible for a BMR unit owner to be protected, over time, and thus creates an undue hardship for the Developer, the HOA, the MOHCD, and future owners of the BMR units; and,

WHEREAS, The Revised Variation Request proposes that the Successor Agency grant a variation on the condition that the Developer pay the Affordable Housing Fee, which is significantly higher than the fee that Section 415.5 of the Planning Code would require if the Project was located outside of the Project Area and not subject to the On-Site Requirement. Payment of the Affordable Housing Fee for OCII's development of affordable housing within the Project Area ensures that the variation's removal of on-site affordable units does not adversely affect the Successor Agency's compliance with the Transbay Affordable Housing Obligation; and,

WHEREAS, The following facts support a finding that the On-Site Requirement imposes practical difficulties for the Project creating undue hardships for the owners of the inclusionary below-market-rate units (“BMR Owners”) and MOHCD, as the housing successor responsible for enforcing the long-term affordability restrictions on the units:

- 1) HOA fees pay for the costs of operating and maintaining the common areas and facilities of a luxury condominium project, including in this case the shared use of luxury hotel amenities in the lower hotel floors of the Project, such as a spa and fitness center, and generally must be allocated equally among all of the units subject to the assessment, Cal. Code Reg., title 10, § 2792.16(a). HOA fees may not be adjusted based on the below-market-rate (“BMR”) status of the unit or the income level of the homeowner. If HOA fees increase, BMR Owners will generally be required to pay the same amount of increases in regular assessments and of special assessments as other owners.
- 2) The Successor Agency’s Limited Equity Homeownership Program (“LEHP”) ensures that income-eligible households are able to afford, at initial occupancy, all of the housing costs, but does not cover increases in HOA dues that occur over time. Initially, the LEHP will decrease the cost of the BMR unit itself to ensure that income-eligible applicants are able to meet all of the monthly costs, including HOA fees. Moreover, the Successor Agency nor MOHCD (which ultimately assumes authority over the BMR unit as a transferred housing asset) does not have a program for assisting owners in BMR units when increases in regular monthly HOA fees occur.
- 3) Members of homeowner associations may approve increases in HOA fees without the support of the BMR Owners because BMR Owners, particularly in a development with inclusionary units, typically constitute a small minority of the total HOA membership. Increases less than 20 percent of the regular assessment may occur without a vote of the HOA; increases exceeding 20 percent require a majority vote of members in favor. Cal. Civil Code § 5605 (b). In addition, a homeowner association may impose special assessments to cover the costs of capital expenditures for repairs and other purposes. *Id.*
- 4) When HOA fees increase or special assessments are imposed, BMR Owners whose incomes have not increased comparably may have difficulty making the higher monthly payments for HOA fees. *See e.g. Carol Lloyd, Owners’ Dues Keep Going Up*, S.F. Chronicle, Aug. 5, 2007, available at: <http://www.sfgate.com/default/article/Owners-dues-keep-going-up-2526988.php>. The result is that housing costs may become unaffordable and some BMR Owners will face the hardship of having to sell their unit at the reduced prices required under the limited equity programs of the Successor Agency and MOHCD.
- 5) If the BMR Owner is forced to sell the inclusionary unit because of the high HOA fees, the cost of the restricted affordable unit, which will now include the high HOA fees, will be assumed by either the subsequent income-eligible buyer or by MOHCD, as the housing successor required to comply with the affordability restrictions. In either case, the high HOA dues will have caused an additional hardship, and it is not feasible for a BMR Owner to be protected, over time, from increases in regular and special HOA assessments; and,

WHEREAS, The hardship imposed by the On-Site Requirement constitutes an unreasonable limitation beyond the intent of the Redevelopment Plan to create affordable housing for the longest feasible time, as required under the Transbay Affordable Housing Obligation; and,

WHEREAS, The following facts support a finding that extraordinary circumstances apply to the Project:

1) The Project is unique in that it is a mixed-use building with its residential units located on the upper 17 floors of a 61-story tower. Of the high-rise developments recently approved or proposed in the Project Area, the Project will be the first building in San Francisco to include a mix of hotel, offices, and residential units in the same high-rise building. As noted above, the construction of affordable housing units at the top of a high-rise creates practical difficulties for maintaining the affordability of the units.

2) The Developer will pay OCII approximately \$45 - 47 million, which is an amount equal to one hundred fifty percent (150%) of the inclusionary housing fee that Section 415.5 of the Planning Code would otherwise require if the Project was located outside of the Project Area and not subject to the On-Site Requirement.. *See* San Francisco Planning Code, §§ 415.1 et seq; and,

WHEREAS, OCII's use of the Affordable Housing Fee for affordable housing in the Project Area ensures that the variation will not be materially detrimental to the public welfare and is necessary to comply with Transbay Affordable Housing Obligation; and,

WHEREAS, Approval of the Revised Variation Request would be subject to approval by the Board of Supervisors, in its capacity as legislative body for the Successor Agency, because it constitutes a material change to a Successor Agency affordable housing program, Ordinance No. 215-12, §6(a) (providing that "the Successor Agency Commission shall not modify the Major Approved Development Projects or the Retained Housing Obligations in any manner that would . . . materially change the obligations to provide affordable housing without obtaining the approval of the Board of Supervisors...."); and,

WHEREAS, The San Francisco Planning Commission and Board of Supervisors will consider approving a development agreement that would be consistent with this Resolution by providing relief from the on-site affordable housing requirement in Section 249.28 of the Planning Code, and would require the Developer to pay the Affordable Housing Fee (based on the 2021 San Francisco Citywide Development Impact Fee Register) to OCII for affordable housing in the Project Area to further the Successor Agency's obligation to fulfill the Transbay Affordable Housing Obligation (the "Development Agreement"). The proposed Development Agreement would also provide that the Developer may pay the Affordable Housing Fee on the earlier to occur of: (a) issuance of the temporary certificate of occupancy associated with the residential portions of the Project; or (b) on the date that is two years after the effective date of the Project's Development Agreement between the City and the Parcel F Owner LLC (but only if the "first construction document," as defined in Section 401 of the Planning Code and Section 107A.13.1 of the Building

Code, has been issued for the Project). In addition, the proposed Development Agreement would require the Developer to provide OCII, prior to payment of the Affordable Housing Fee, with an irrevocable letter of credit for the full amount of the fee if the Developer and OCII reach agreement on a project at Transbay Block 4; and,

WHEREAS, On May 24, 2012, the San Francisco Planning Commission, as lead agency under the California Environmental Quality Act (“CEQA”), certified the FEIR, which analyzed the development of land under the Transit Center District Plan, including the development of the Project on the Project site. The Transit Center District is located approximately between Folsom and Market Streets, and between New Montgomery Street and the Embarcadero and includes Zone 2 of the Redevelopment Plan wherein the Planning Commission has land use authority under the Delegation Agreement. The FEIR is available for review at the Planning Department’s website at: http://sfmea.sfplanning.org/2007.0558E_FEIR1.pdf, http://sfmea.sfplanning.org/2007.0558E_FEIR2.pdf, and, http://sfmea.sfplanning.org/2007.0558E_FEIR3.pdf; and,

WHEREAS, Prior to the Approvals for the Project, the Planning Department determined that the Project was eligible for review under CEQA Guideline § 15183 and issued a Certificate of Determination for a Community Plan Evaluation on August 27, 2019 (the “CPE”), determining the following: the Project would not result in effects on the environment that are peculiar to the Project or the Project site or that were not identified as significant effects in the FEIR; the Project would not result in potentially significant off-site or cumulative impacts that were not identified in the FEIR; the Project would not result in significant effects, which, as a result of substantial new information that was not known at the time the FEIR was certified, would be more severe than were already analyzed and disclosed in the FEIR; and the Project sponsor will undertake feasible mitigation measures specified in the FEIR to mitigate project-related significant impacts; and,

WHEREAS, A copy of the CPE is on file with the Commission Secretary and are incorporated herein by reference; now, therefore, be it

RESOLVED, That the Commission determines that its approval of the Revised Variation Request is not subject to further environmental review pursuant to CEQA Guidelines Section 15183 for the following reasons: the Project, irrespective of whether it provides affordable housing units off-site or the Affordable Housing Fee, would have the same density and would not result in effects on the environment that are peculiar to the Project or the Project site that were not identified as significant effects in the FEIR; the Project and the Variation Request would not result in potentially significant off-site or cumulative impacts that were not identified in the FEIR; the Project and the Variation Request would not result in significant effects, which, as a result of substantial new information that was not known at the time the FEIR was certified, would be more severe than were already analyzed and disclosed in the FEIR; and the Project sponsor will undertake feasible mitigation measures specified in the FEIR to mitigate project-related significant impacts; and, be it further

RESOLVED, That the Commission hereby approves a variation to the Redevelopment Plan's On-Site Requirement for the Project at 543-550 Howard Street that relieves the Developer from complying with the On-Site Requirements ,but that requires the Developer to pay OCII an amount equal to one hundred fifty percent (150%) of the inclusionary housing fee that Section 415.5 of the Planning Code would otherwise require if the Project were not subject to the On-Site Requirement, subject to approval by the Board of Supervisors, acting in its capacity as the legislative body for the Successor Agency; and, be it further

RESOLVED, The Commission on Community Investment and Infrastructure authorizes the Executive Director to take appropriate and necessary actions to effectuate the purpose of this resolution.

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of January 19, 2021.



Commission Secretary

COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 18 – 2022

Adopted June 21, 2022

ADOPTING ENVIRONMENTAL REVIEW FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT RELATED TO THE APPROVAL OF AMENDMENTS TO THE REDEVELOPMENT PLAN FOR THE TRANSBAY REDEVELOPMENT PROJECT AREA AND DEVELOPMENT CONTROLS AND DESIGN GUIDELINES FOR THE TRANSBAY REDEVELOPMENT PROJECT, A DISPOSITION AND DEVELOPMENT AGREEMENT FOR BLOCK 4 AND ADJACENT TEHAMA STREET RIGHT OF WAY WITHIN ZONE ONE OF THE TRANSBAY REDEVELOPMENT PROJECT AREA, THE SCHEMATIC DESIGN FOR THE DEVELOPMENT OF BLOCK 4, AND RELATED ACTIONS, SUCH ACTIVITIES BEING WITHIN THE SCOPE OF, AND ADEQUATELY DESCRIBED WITHIN, THE PREVIOUSLY APPROVED TRANSBAY TERMINAL/CALTRAIN DOWNTOWN EXTENSION/ REDEVELOPMENT PROJECT FINAL ENVIRONMENTAL IMPACT STATEMENT/ENVIRONMENTAL IMPACT REPORT A PROGRAM ENVIRONMENTAL IMPACT REPORT; TRANSBAY REDEVELOPMENT PROJECT AREA

- WHEREAS, In furtherance of the objectives of the California Community Redevelopment Law (Health and Safety Code, section 33000 et seq. the “Community Redevelopment Law”), the Redevelopment Agency of the City and County of San Francisco (“Former Agency”) undertook programs for the redevelopment of blighted areas in the City and County of San Francisco (“City”), including the Transbay Redevelopment Project Area (“Project Area”); and,
- WHEREAS, The Board of Supervisors of the City and County of San Francisco (“Board of Supervisors”) approved the Redevelopment Plan for the Transbay Redevelopment Project Area by Ordinance No. 124-05 (June 21, 2005) and by Ordinance No. 99-06 (May 9, 2006), as amended by Ordinance No. 84-15 (June 18, 2015) and Ordinance No. 62-16 (April 28, 2016) (“Redevelopment Plan”); and,
- WHEREAS, The Redevelopment Plan establishes the land use controls for the Project Area and divides the Project Area into two subareas: Zone One, in which the Redevelopment Plan and Development Controls and Design Guidelines for the Transbay Redevelopment Project (as currently amended, the “Development Controls”) regulate land uses, and Zone Two, in which the San Francisco Planning Code regulates land uses. Zone One is intended to be developed with predominantly residential uses. The Successor Agency solely administers and enforces land use entitlements for property and projects in Zone One and has delegated its authority over projects that do not require Successor Agency action in Zone Two to the San Francisco Planning Department pursuant to that certain Delegation Agreement between the Former Agency and the Planning Department for the Transbay Redevelopment Project Area (May 3, 2005); and,
- WHEREAS, On June 15, 2004, the Board of Supervisors affirmed, by Motion No. 04-67, the certification under the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq., and the CEQA Guidelines (14 California Code of Regulations Sections 15000 et seq. (“CEQA Guidelines,” and collectively

“CEQA”)) of the Final Environmental Impact Statement/Environmental Impact Report (“Final Environmental Document”) for the Transbay Terminal/Caltrain Downtown Extension/ Redevelopment Project (“Project”), which included the Redevelopment Plan. Subsequently, the Board of Supervisors adopted, by Resolution No. 612-04 (October 7, 2004), findings that various actions related to the Project complied with CEQA and the Former Agency Commission adopted, by Resolution No. 11-2005 (January 25, 2005), findings and a statement of overriding considerations and a mitigation monitoring and reporting program, adopted in accordance with CEQA. Subsequent to the adoption of the Final Environmental Document and the findings, the Former Agency or the Successor Agency have approved and incorporated eight addenda into the analysis of the Final Environmental Document (as incorporated, the “FEIS/EIR”) and made requisite findings under CEQA (findings referenced in this recital collectively referred to as the “CEQA Findings”). OCII staff has made the FEIS/EIR, addenda, and related documents available to the Commission and the public, and these files are part of the record before the Commission; and,

WHEREAS, On February 1, 2012, state law dissolved all redevelopment agencies including the Former Agency and required the transfer of certain of the Former Agency's assets and obligations to the Successor Agency to the Redevelopment Agency of the City and County of San Francisco (“Successor Agency”), commonly known as the Office of Community Investment and Infrastructure (“OCII”) (Cal. Health & Safety Code §§ 34170 et seq., “Redevelopment Dissolution Law”). On June 27, 2012, the Redevelopment Dissolution Law was amended to clarify that successor agencies are separate public entities from the city or county that had originally established a redevelopment agency and they succeed to the organizational status of the former redevelopment agency to complete any work related to an approved enforceable obligation, Cal. Health & Safety Code § 34173 (g); and,

WHEREAS, The Board of Supervisors, acting as the legislative body of the Successor Agency, adopted Ordinance No. 215-12 (Oct. 4, 2012), which, among other matters: (a) acknowledged and confirmed that the Successor Agency is a separate legal entity from the City, and (b) established this Successor Agency Commission (“Commission”) and delegated to it the authority to (i) act in place of the Former Agency Commission to, among other matters, implement, modify, enforce and complete the Redevelopment Agency’s enforceable obligations, (ii) approve all contracts and actions related to the assets transferred to or retained by the Successor Agency, including, without limitation, the authority to exercise land use, development, and design approval, and to approve amendments to redevelopment plans as allowed under the Community Redevelopment Law, as amended by the Redevelopment Dissolution Law, and (iii) take any action Redevelopment Dissolution Law requires or authorizes on behalf of the Successor Agency and any other action that this Commission deems appropriate, consistent with Redevelopment Dissolution Law, to comply with such obligations; and,

WHEREAS, The Successor Agency now proposes to take actions related to Transbay Block 4 and the adjacent Tehama Street right of way within Zone 1 of the Project Area, an approximately 56,375 square-foot area generally located at 200 Main Street, bounded by Howard, Main and Beale Streets and extending approximately 205 feet southeast from Howard Street (Assessor's Block 3739 Lot 010 (“Block 4”) and Lot 011 (“Tehama Parcel”, and collectively the “Site”)). These actions consist of: (1) amendments to the Redevelopment Plan and the Development Controls, (2) authorization to enter into a disposition and development agreement with F4 Transbay Partners LLC, a Delaware limited liability company (“Developer”) and Transbay Block 4 Housing Partnership, L.P., a California limited partnership, governing the sale and development of the Site with a 47-story tower with six-story townhome adjunct, a 16-story mid-rise building, and one-story podium with

underground facilities, which comprises 681 total residential units, including 155 market-rate condominium units in the upper portion of the tower and townhome adjunct, 324 rental units in the lower portion of the tower (including 105 below market rate units affordable to moderate income households), and 202 rental units in the mid-rise building (including 201 units affordable to low- to moderate-income households), ground floor retail, open space, streetscape and Tehama right of way improvements, and underground parking (collectively the "Block 4 Project"), (3) conditional approval of the Schematic Design for the development of the Site, (4) related actions of responsible agencies (collectively, items 1 through 4 are the "Proposed Actions"); and,

WHEREAS, The Successor Agency, as lead agency and in consultation with the San Francisco Planning Department, has prepared Addendum No. 9 to the FEIS/EIR, dated June 13, 2022 ("Addendum," see Exhibit A). The Addendum evaluates the potential environmental effects associated with approval of the Proposed Actions; and,

WHEREAS, In preparing the Addendum, the Successor Agency used a vehicle-miles-travelled or "VMT"-based approach for analyzing transportation impacts, as directed by Commission Resolution No. 25-2019 (October 15, 2019), which adopted criteria for determining the significance of transportation impacts based on VMT consistent with the Governor's Office of Planning and Research publication Technical Advisory on Evaluating Transportation Impacts Under CEQA (December 2018) as appropriately modified by discussion of VMT-based significance criteria and methodology for vehicle trips in the San Francisco Planning Department publication Transportation Impact Analysis Guidelines (February 2019), which the Commission found to be in conformance with the requirements of CEQA Section 21099 and CEQA Guidelines 15064.3; and,

WHEREAS, The Addendum recommends implementation of Improvement Measure I-TR-1 (Driveway and Loading Operations Plan (DLOP)) and Improvement Measure I-TR-2: (Queue Abatement) (full text included in Exhibit A), which as explained further in the Addendum are not necessary for the reduction of impacts of the Proposed Actions to less-than-significant levels, but will further minimize transportation impacts of the Proposed Actions, and Developer has agreed that the will be implemented under the requirements of the DDA; and,

WHEREAS, The Successor Agency prepared the Addendum in compliance with CEQA and the Addendum reflects the independent judgment and analysis of the Successor Agency, and the Successor Agency concludes that the Proposed Actions are within the scope of impacts analyzed in the FEIS/EIR and will not result in any new significant impacts or a substantial increase in the severity of previously identified significant effects that alter the conclusions reached in the FEIS/EIR for the reasons stated in the Addendum; and,

WHEREAS, In making the necessary findings for the Proposed Actions, the Successor Agency considered and reviewed the FEIS/EIR and prepared necessary documents in support of the Addendum, which documents it has made available for review by the Commission and the public, and these files are part of the record before the Commission. Copies of the Addendum and supporting documentation are on file with the Commission Secretary and incorporated in this Resolution by this reference; and,

WHEREAS, Based on the analysis in the Addendum, the Successor Agency concludes that the analyses conducted and the conclusions reached in the FEIS/EIR remain valid and the Proposed Actions will not cause new significant impacts not identified in the FEIS/EIR or substantially increase the severity of previously identified significant impacts, and no new mitigation measures will be necessary to reduce significant

impacts. Further, as described in the Addendum, no changes have occurred, with respect to either the development or the circumstances surrounding the development contemplated in FEIS/EIR, that will require major revisions of the FEIS/EIR due to the involvement of new significant effects or a substantial increase in the severity of previously identified significant effects, and no new information has become available that shows that the Block 4 Project will cause new or more severe significant environmental impacts. Therefore, no subsequent or supplemental environmental review is required under CEQA beyond the Addendum to approve the Proposed Actions, the Block 4 Project and other actions necessary for the Block 4 Project; now therefore be it,

RESOLVED, That the Commission has reviewed and considered the FEIS/EIR and associated CEQA Findings as modified by the Addendum and related findings previously adopted by the Former Agency Commission and the Commission, including the statements of overriding considerations and mitigation monitoring and reporting programs, the Addendum including the findings as set forth in the Addendum and the supporting documentation in the Successor Agency's files related to the Addendum. The Commission adopts the findings made in the Addendum; and, be it further

RESOLVED, That the Commission finds and determines that the Project as modified by the Proposed Actions is within the scope of the Project analyzed in the FEIS/EIR (as modified by the Addendum) and requires no further environmental review pursuant to CEQA and the CEQA Guidelines Sections 15168, 15180, 15162, and 15163 for the following reasons:

- (1) implementation of the Proposed Actions does not require major revisions to the FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant impacts; and,
- (2) no substantial changes have occurred with respect to the circumstances under which the projects analyzed in the FEIS/EIR will be undertaken that would require major revisions to the FEIS/EIR due to the involvement of new significant environmental effects, or a substantial increase in the severity of effects identified in the FEIS/EIR; and,
- (3) no new information of substantial importance to the projects analyzed in the FEIS/EIR has become available, which would indicate that (i) the Project as modified by the Proposed Actions will have significant effects not discussed in the FEIS/EIR; (ii) significant environmental effects will be substantially more severe; (iii) mitigation measures or alternatives found not feasible, which would reduce one or more significant effects, have become feasible; or (iv) mitigation measures or alternatives, which are considerably different from those in the FEIS/EIR, will substantially reduce one or more significant effects on the environment that would change the conclusions set forth in the FEIS/EIR.

I hereby certify that the foregoing resolution was adopted by the Successor Agency Commission at its meeting of June 21, 2022.



Commission Secretary



Addendum to Environmental Impact Report

Date: June 13, 2022
Case No.: 2018-015785ENV
Project Title: Transbay Block 4 Redevelopment Project
EIR Case No.: Case No. 2000.048E
State Clearinghouse No.: 95063004, certified April 22, 2004
Project Sponsor: Allie Stein, Hines; allie.stein@hines.com (415.399.6257)
Agency Contact: José Campos, Office of Community Investment and Infrastructure, jose.campos@sfgov.org (415.749.2554)
Staff Contact: Michael Li, San Francisco Planning Department, michael.j.li@sfgov.org (628.652.7538)

CONCLUSION

Based on the further analysis provided below, it is concluded that the analyses conducted and the conclusions reached in the final EIS/EIR certified on April 22, 2004, remain valid. The proposed revisions to land use controls established by the Redevelopment Plan for the Transbay Redevelopment Project Area and the Development Controls and Design Guidelines for the Transbay Redevelopment Project, and accompanying development of Transbay Block 4 would not cause new significant impacts that were not identified in the EIS/EIR, nor would the Proposed Project cause significant impacts that were previously identified in the EIS/EIR to become substantially more severe. No new mitigation measures would be necessary to reduce significant impacts. No changes have occurred with respect to circumstances surrounding the Proposed Project that would cause significant environmental impacts to which the Proposed Project would contribute considerably, and no new information has become available that shows that the Proposed Project would cause significant environmental impacts. Therefore, no supplemental environmental review is required beyond this addendum.

I do hereby certify that the above determination has been made pursuant to state and local requirements.


 José Campos
 Manager of Planning and Design Review
 Office of Community Investment and Infrastructure

June 13, 2022
 Date of Determination

REMARKS

The Successor Agency to the Redevelopment Agency of the City and County of San Francisco (commonly referred to as the Office of Community Investment and Infrastructure or "OCII"), proposes to approve a residential development project on Block 4 of the Transbay Redevelopment Project Area and a new segment of Tehama Street, which includes the following actions (collectively, the Proposed Project): (1) authorize and recommend for approval to the Board of Supervisors of the City and County of San Francisco (City) an amendment to the Redevelopment Plan for the Transbay Redevelopment Project Area (Redevelopment Plan) to increase the maximum height on Transbay Block 4 from 450 feet to 513 feet and increase the maximum floor plate sizes on Block 4 from 7,500 square feet to 13,500 square feet for buildings between 85 feet and 250 feet in height and from 13,000 square feet to 15,200 square feet for buildings between 500 feet and 550 feet in height but limited to the portion of such buildings that is between 85 feet and 122 feet in height; (2) an amendment to the Development Controls and Design Guidelines for the Transbay Redevelopment Project Area (DCDG) to make conforming and related modifications to certain height and bulk restrictions, setback requirements, and other development controls; and (3) authorization of a Disposition and Development Agreement (DDA) and approval of a Schematic Design governing development of the residential development project on Block 4 and a new segment of Tehama Street. As shown in Figure 1, the Project Site consists of Assessor's Block 3739 Lot 010 (Block 4) and Lot 011 (new Tehama Street).

A. PROJECT DESCRIPTION

As shown in Figure 2, the proposed residential development on Transbay Block 4 is a mixed-use development consisting of a Tower Project, a Mid-Rise Project, a Podium that includes the Shared Parking Garage and Public Open Space (each as further described below), and associated streetscape improvements that includes a new segment of Tehama Street. Overall, the Proposed Project would include approximately 955,259 gross square feet¹ (gsf), including approximately 839,341 gsf of residential space and approximately 8,389 gsf of ground-floor retail space. The proposed buildings at the Project Site, as depicted in Figure 3 and Figure 4, would include the following:

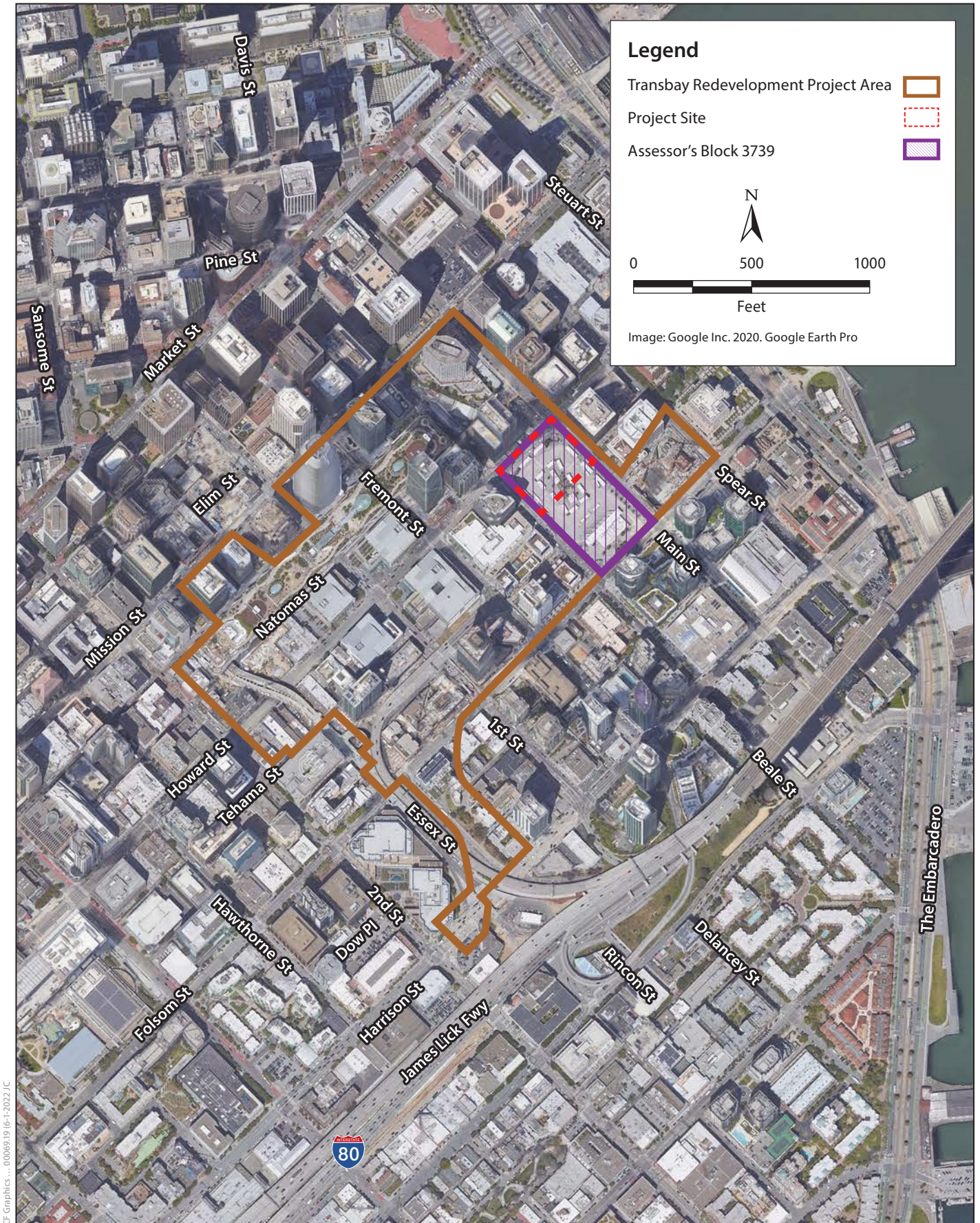
- The Tower Project would combine a proposed 513-foot-tall, 47-story mixed-use residential high-rise tower at the corner of Howard Street and Main Street with an adjacent 71-foot-tall, six-story townhouse building, facing Tehama Street. The top of the mechanical enclosure would extend up to 39 feet above the roof of the tower; therefore, the tallest point on the Tower Project would be up to 552 feet above grade. The proposed program at the Tower Project would include ground-floor retail spaces fronting Howard Street, 324 apartment units, 20 townhouse units, and 135 condominium units, along with amenity spaces.
- The Mid-Rise Project would include a 163-foot-tall, 16-story mixed-use residential mid-rise building, facing Howard Street and Beale Street. The top of the mechanical enclosure would extend up to 16 feet above the roof; therefore, the total height of the Mid-Rise Project would be up to 179 feet when the mechanical penthouse is included. The Mid-Rise Project would include 202 apartment units, community rooms, laundry rooms, and other indoor amenities, along with

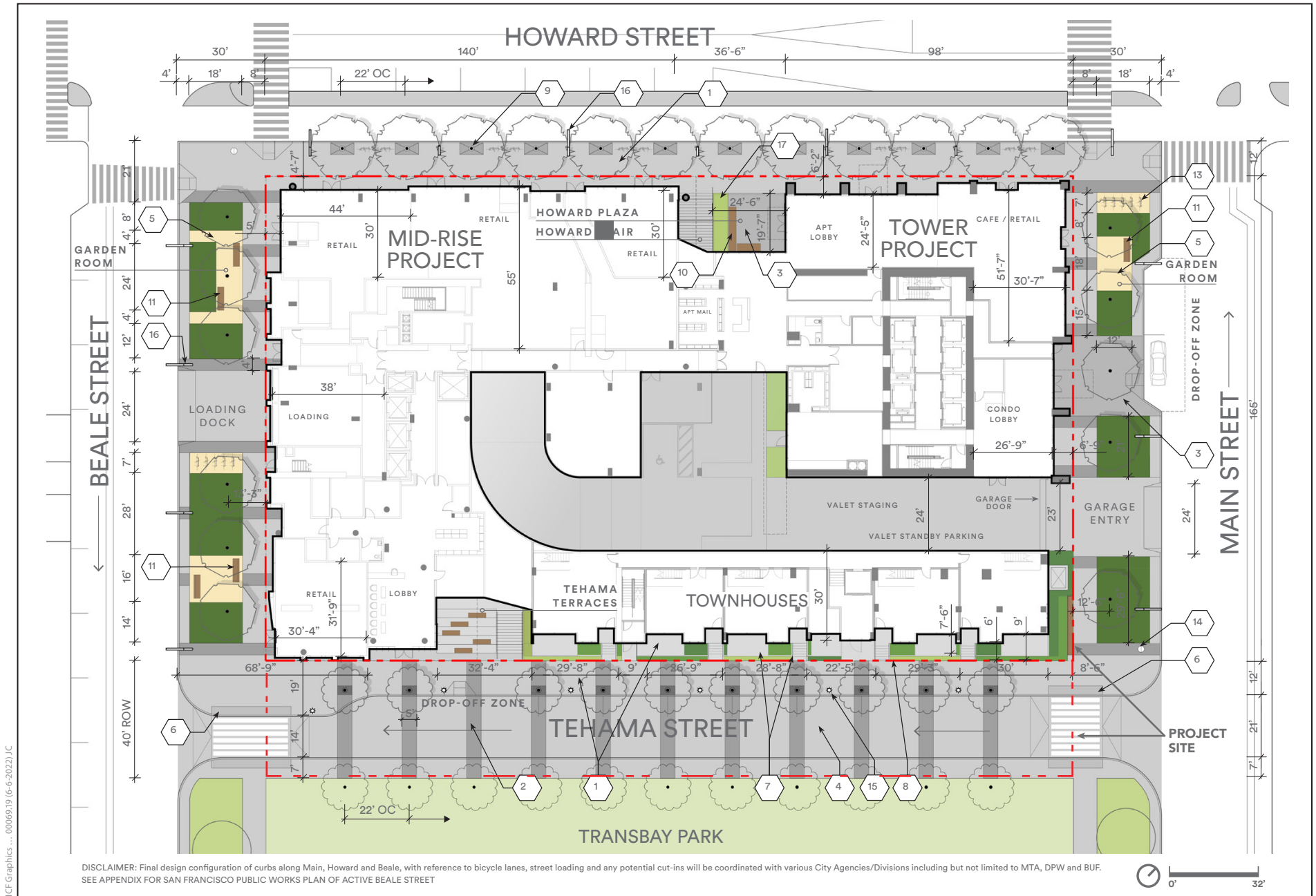
¹ The total gsf includes residential gsf and retail gsf as well as approximately 107,529 gsf for major utilities, underground parking, and loading and related back-of-house areas on the ground floor.

roof terraces. The ground-floor area of the Mid-Rise Project would include retail space along Howard and Tehama streets.

- The Podium building would consist of a Shared Parking Garage located on three basement levels that would include major utilities, trash areas, tenant storage areas, and parking for users of the Proposed Project. Vehicular parking would consist of approximately 224 physically marked stalls providing parking for up to 275 vehicles (including two car-share vehicles), through a combination of valet parking and vehicle stackers. The Proposed Project would provide a minimum of 556 class I combined bicycle parking spaces within the basement levels of the proposed garage, also serviced by valet staff. In addition, the Podium building would consist of an up to a 20-foot high single-story above ground, connected to and shared by both the Tower Project and the Mid-Rise Project and the basement levels below the entire Proposed Project. The Podium would house utility rooms and related back-of-house services, loading dock, ground-floor valet parking drop-offs, one parking space, and drive aisles and driveway ramps. The roof of the Podium would contain a minimum of 4,250 square feet of Public Open Space, which would be connected by a stairway and a stepped terrace open space connections to Howard and Tehama streets (respectively) at ground level.

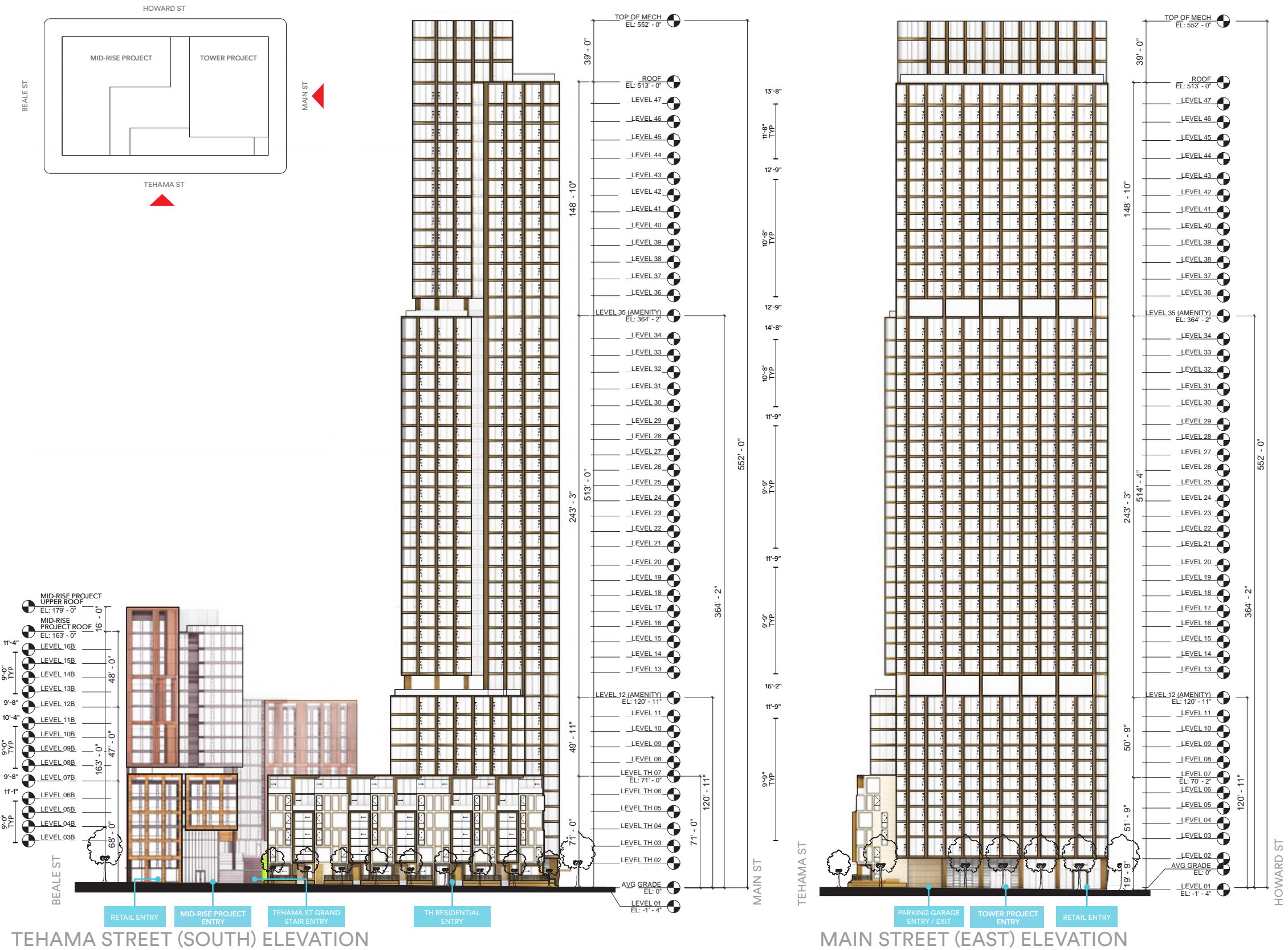
Vehicular access to the Project Site would be provided from a new 24-foot-wide curb cut and two-way driveway at Main Street. Off-street commercial loading would occur within the loading dock, which would be accessible from a new 24-foot-wide curb cut on Beale Street. Approximately 340 linear feet of curb would be designated for commercial or passenger loading (i.e., 120 feet on Howard Street, 40 feet on Main Street, 180 feet on Tehama Street). This amount of curb space would equate to 17 passenger loading spaces (assuming 20 feet per space) or about 10 commercial loading spaces (assuming 30 to 35 feet per space). Passenger loading would be in effect 24 hours per day, seven days per week. Commercial loading would be in effect Monday through Saturday from 7 a.m. to 4 p.m., consistent with commercial loading zones in the area. The specific allocation of curb space between passenger and commercial loading has not been defined, and all color curb changes would be subject to review and approval by the San Francisco Municipal Transportation Agency (SFMTA).





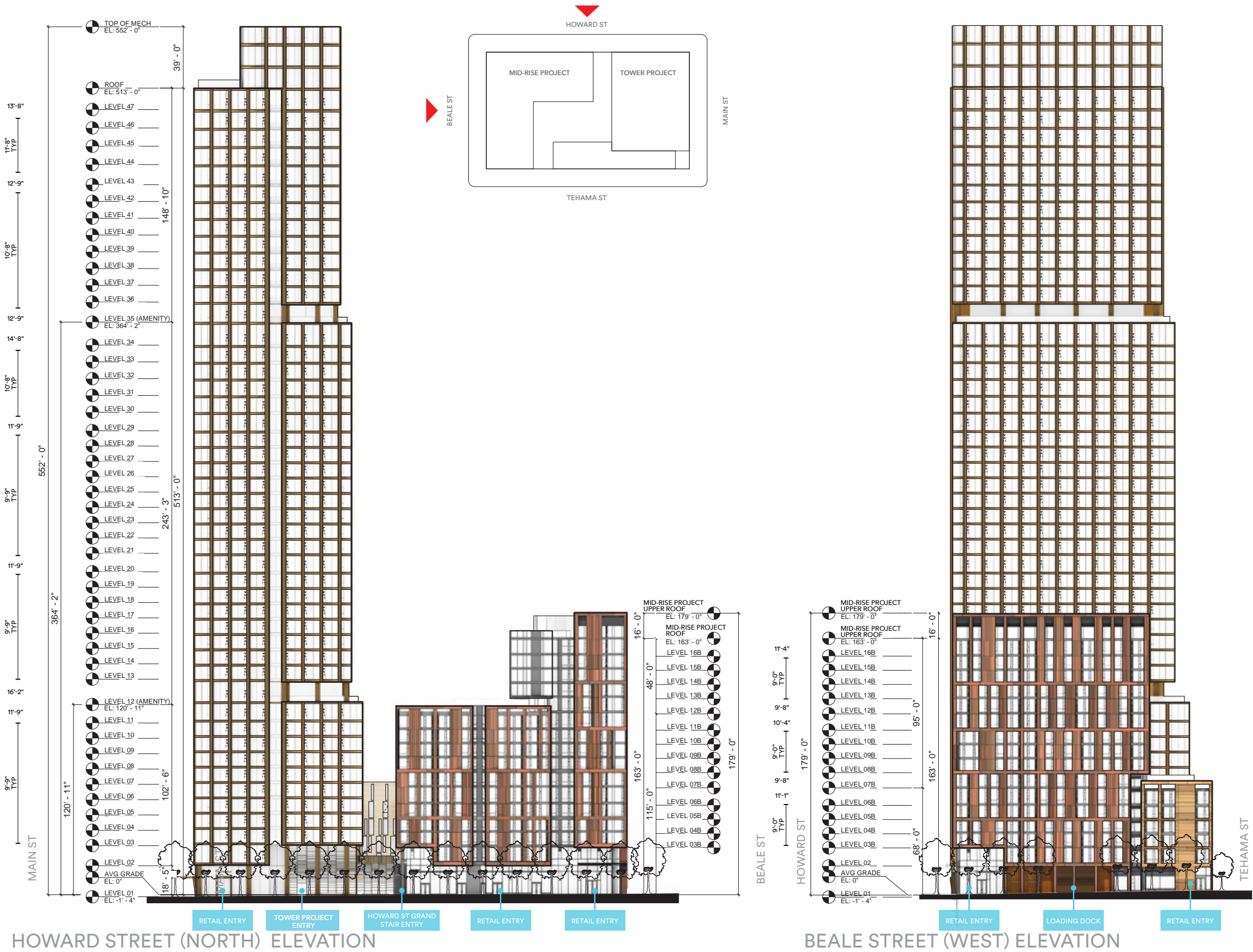
Source: Hines, 2020.

Figure 2
Proposed Site Plan



Source: Hines, 2022.

Figure 3
Proposed Elevations - Tehama Street (South) & Main Street (East)



Source: Hines, 2022.

Figure 4
Proposed Elevations - Howard Street (North) & Beale Street (West)

Streetscape modifications adjacent to the Project Site would be consistent with the *Transbay Redevelopment Project Area Design for Development* (Design for Development) document published in October 2003 and described and defined in the Redevelopment Plan. The Design for Development provides a development framework for the Transbay Redevelopment Project Area as well as specific design recommendations that apply to all development in the area, including the Proposed Project. For Tehama Street, the Project Sponsor would be responsible for implementing all of the streetscape improvements described below. For Beale Street, Howard Street, and Main Street, the Project Sponsor would be responsible for implementing the streetscape improvements between the property line and the curb; the City would implement the streetscape improvements beyond the curb. Proposed modifications to streets adjacent to the Project Site are as follows:

- **Tehama Street.** The Proposed Project would make Tehama Street a new midblock alley (i.e., a 40-foot right-of-way) between Beale Street and Main Street. The Tehama Street roadway would be approximately 21 feet wide and have one westbound vehicle travel lane, approximately 14 feet wide. A total of nine passenger or commercial loading spaces (about 180 feet long), including two accessible spaces with curb ramps, would be provided on the north side of the street. Raised crosswalks would be provided at the Beale Street and Main Street intersections, connecting the Project Site with the south-adjacent (future) Transbay Block 3 Park. A 12-foot-wide sidewalk with an 8.5 feet clear walkway and curbside tree zone would be constructed on the north side of the street, and a 7-foot-wide sidewalk would be constructed on the south side of the street. A bulb-out would be constructed at the northeast corner of the Tehama Street/Beale Street intersection, increasing the sidewalk width to 19 feet (from 12 feet) and reducing the Tehama Street crossing distance from 21 feet to 14 feet.
- **Beale Street.** Vehicle travel lanes would be reduced from three southbound travel lanes (two mixed-flow lanes and one bus-only lane) to two southbound mixed-flow lanes. A curbside casual carpool lane would be provided on the west side of the street, along with a 6-foot-wide southbound bicycle lane and a 2-foot, 6-inch buffer to separate the bicycle lane from the travel lane. Under the Design for Development program, the east sidewalk would be widened from 10 feet to 30 feet and include a 9-foot-wide clear path of travel adjacent to the building, a 17-foot-wide landscaped area, and a 4-foot-wide hardscaped area along the east curb. A 24-foot-wide curb cut would be constructed to provide vehicle access to the proposed off-street loading dock. However, the City has approved the Active Beale Project, which, instead, would consist of a 12-foot-wide two-way bicycle track and an 8-foot buffer and would be constructed by the City to separate the bicycle lanes from the travel lanes. The Project Sponsor would be responsible for constructing the east sidewalk, which would be widened from 10 feet to 17 feet, 6 inches near the Howard Street intersection and include a 9-foot-wide clear path of travel adjacent to the building; a 6-foot, 6 inch-wide landscaped area; and a 2-foot-wide hardscaped area along the east curb.
- **Howard Street.** Vehicle travel lanes would be reduced from four travel lanes (two westbound mixed-flow lanes, one eastbound mixed-flow lane, and one eastbound bus-only left-turn lane) to two travel lanes (one westbound mixed-flow lane and one eastbound mixed-flow lane), with an eastbound left-turn lane at Main Street. A 12-foot-wide, two-way protected cycle track (class I) would be constructed on the south side of the street, and the existing class III lanes (sharrows) would be removed. Six passenger or commercial loading spaces (about 120 feet long) would be marked on the Project Site frontage, and five passenger or commercial loading spaces (about

100 feet long) would be marked on the opposite (north) side of Howard Street, near the intersection with Beale Street. The existing 12-foot-wide sidewalk with new trees on curbside zone and the 16-foot-wide sidewalk on the north side would be maintained on the street.

- Main Street.** Vehicle travel lanes would be reduced from three northbound travel lanes (two mixed-flow lanes and one bus-only lane) to two northbound mixed-flow lanes. A northbound 6-foot-wide curbside bicycle lane, with a 2-foot, 6-inch buffer to separate it from the travel lanes, would be provided on the east side of the street. On the west side of the street, two passenger or commercial loading spaces would be marked in an approximately 40-foot-long bulb-in on the Project Site frontage north of the proposed garage driveway. Under the Design for Development program, the west sidewalk would be widened from 15 feet to 30 feet and include a 9-foot-wide clear path of travel adjacent to the Tower Project and two configurations for landscaped and hardscaped areas. North of the driveway, the landscaped area would be reduced to 12.5 feet in width, and the hardscaped area would be reduced to 2.5 feet in width at the loading cut-in. South of the garage driveway would be a 17-foot-wide landscaped area and a 4-foot-wide hardscaped area along the curb. A 24-foot-wide curb cut would be constructed to provide vehicular access to the proposed valet parking in the below-grade garage. The City is studying the design of a new one-way protected bicycle lane on the east side of Main Street, which, if approved, would reduce the sidewalk expansion at the Project Site from the proposed 30 feet to 25 feet, 6 inches.

Detailed construction plans have not been finalized. However, based on preliminary plans, it is anticipated that construction activities would take up to approximately 48 months to complete. Work is expected to occur Monday through Friday from 7 a.m. to 8 p.m. On occasion, construction may also take place on Saturdays from 8 a.m. to 4 p.m. on an as-needed basis and subject to compliance with the San Francisco Noise Ordinance and Department of Building Inspection permit provisions. Construction staging would occur primarily within the confines of the Project Site but occasionally use portions of the public right-of-way along Howard, Main, and Beale streets. Travel-lane, parking-lane, and sidewalk closures would most likely be needed. During periods of travel-lane and sidewalk closures, wayfinding signs and pedestrian protection would be erected, as appropriate, in accordance with the public works code and the blue book.²

The Proposed Project described above would require amendments to the Transbay Redevelopment Plan and DCDG, as follows:

Redevelopment Plan Amendments

No.	Topic	Plan Standards	Proposed Changes
1	Tower Maximum Height	Maximum height on Block 4 is 450 feet	Increase maximum height to 513 feet on Block 4
2	Increase Bulk Limit on Tower (maximum floor plate area)	Maximum floor plate area is 13,000 square feet (sf) for the portions of a 513-foot-tall Tower higher than 85 feet	Increase maximum floor plate area on Block 4 to 15,200 sf for buildings over 500 feet tall, but limited to the portion of said

² San Francisco Municipal Transportation Agency, *Regulations for Working in San Francisco Streets*, 8th edition, revised October 202, https://www.sfmta.com/sites/default/files/reports-and-documents/2022/05/blue_book_8th_ed_accessible_rev_5-2022_v3.7.4.pdf, accessed June 14, 2022.

			buildings between 85 feet and 122 feet in height
3	Increase Bulk Limit on Mid-Rise Project (maximum floor plate area)	Maximum floor plate area of 7,500 sf for buildings with heights in the range of 85 feet to 250 feet (height of Mid-Rise Project)	Increase maximum floor plate area to 13,500 sf for buildings on Block 4 with heights in the range of 85 feet to 250 feet

Overall Block 4 DCDG Amendments

<i>No.</i>	<i>Topic</i>	<i>DCDG Standards</i>	<i>Proposed Changes</i>
1	Parcel, Setback, & Height Maps	Proposed Project is not compliant with restrictions on Parcel Map 3, Setback Map 4, and Height Map 5	Add alternative to parcel, setback, and height maps to match the Proposed Project
2	Construction over Open Space Parcel	Construction over Open Space Parcel allowed on only one block fronting Folsom Street to accommodate expansion of a ground-floor commercial use, with open space on roof	Allow construction over Open Space Parcel on Block 4 to accommodate ground-floor parking and drive aisles, with open space on roof
3	Townhouse Frontage	Required on Main and Beale streets on Block 4	Eliminate requirement for Townhouse frontages on Main and Beale streets
4	Setbacks on Beale, Howard, Main, and Tehama Streets	Six-foot to 10-foot setbacks required	Eliminate setback requirement on Beale and Howard streets, reduce setback length on Main Street frontage to coincide with Townhouse building, and remove setback requirement on Mid-Rise Project's Tehama Street frontage
5	Off-street Parking on Ground Floor	Off-street parking not allowed on ground floor	Permit off-street handicapped parking and temporary valet parking on the ground floor of Block 4

Tower Project DCDG Amendments

<i>No.</i>	<i>Topic</i>	<i>DCDG Standards</i>	<i>Proposed Changes</i>
6	Tower Building Maximum Height	Maximum height is 450 feet on Block 4	Increase maximum height of Tower Parcel to 513 feet on Block 4
7	Tower Building Maximum Screening Height	Maximum of 10% of building height, or 51 feet, for a 513-foot-tall Tower	Maximum of 39 feet of screening above Tower roofline—must adequately screen mechanical equipment

8	Townhouse Parcel Height	Maximum height of Townhouse Parcels is 50 feet	Increase maximum height of Townhouse Parcel to 71 feet on Block 4
9	Townhouse Maximum Number of Floors	Maximum of four floors	Increase to maximum of six floors for Townhouses on Block 4
10	Maximum Plan Dimension	Maximum plan dimension of 130 feet for buildings with heights between 501 and 550 feet	Increase maximum plan dimension to 150 feet for buildings with heights between 501 and 550 feet on Block 4
11	Maximum Floor Plate Aspect Ratio	Maximum 1:1.2 for buildings with heights between 501 and 550 feet	Increase to 1:1.46
12	Maximum Floor Plate Area	Maximum 13,000 sf above 85 feet for buildings with heights between 501 feet and 550 feet	Increase maximum floor plate area on Block 4 to 15,200 sf for the portions of a Tower over 500 feet tall between 85 feet and 122 feet in height
13	Townhouse Width	Maximum of 30-foot-wide Townhouse modules between unit demising walls	Apply to architectural expression of façade/modulation on Block 4

Mid-Rise Project DCDG Amendments

<i>No.</i>	<i>Topic</i>	<i>DCDG Standards</i>	<i>Proposed Changes</i>
14	Block 4 Podium 1 Parcel Height	Maximum of 65 feet	Increase height to maximum 163 feet, redesignate as Mid-Rise Parcel
15	Block 4 Podium 2 Parcel Height	Maximum of 85 feet	Increase height to maximum 115 feet, redesignate as Mid-Rise Parcel
16	Maximum Plan Dimension	Maximum plan dimension of 100 feet for buildings with heights in the range of 85 feet to 250 feet	Increase maximum plan dimension for buildings with heights in the range of 85 feet to 250 feet on Block 4 to 147 feet
17	Maximum Floor Plate Aspect Ratio	Maximum 1:1.6 for buildings with heights in the range of 85 feet to 250 feet	Increase to 1:1.7 for buildings with heights in the range of 85 feet to 250 feet on Block 4
18	Maximum Floor Plate Area	Maximum 7,500 sf for buildings heights in the range of 85 feet to 250 feet	Increase maximum floor plate area to 13,500 sf for buildings with heights in the range of 85 feet to 250 feet on Block 4
19	Mid-rise Parcel Designation	Designated previously as Townhouse Parcel	Redesignate about 75-foot-long portion of Townhouse Parcel to the Block 4 Mid-Rise Parcel

20	Mid-rise Parcel Height at Tehama & Beale	Maximum height of Townhouse Parcel is 50 feet	Portion of Townhouse Parcel redesignated as Mid-Rise Parcel includes maximum height increase to 68 feet
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BACKGROUND

A final environmental impact statement/environmental impact report for the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project (EIS/EIR Project),³ San Francisco Planning Department (Planning Department) case number 2000.048E and State Clearinghouse number 95063004, was certified on April 22, 2004, at a joint hearing of the San Francisco Planning Commission and the Transbay Joint Powers Board. The EIS/EIR Project consisted of (1) alternative designs for the new Transbay Terminal; (2) an underground extension to the Caltrain commuter rail system, extending 1.3 miles from its current terminus at Fourth and King streets to downtown San Francisco; and (3) several land use redevelopment alternatives as part of the Transbay Redevelopment Plan. The Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project EIS/EIR has been supplemented with eight addenda issued by the co-lead agencies and/or the responsible agencies administering the EIS/EIR Project.

The Transbay Redevelopment Plan sets forth land use and zoning standards as well as public street and streetscape improvements south of the Transbay Terminal, providing additional office, retail/hotel, and residential development, including affordable housing, in the area. Under the Transbay Redevelopment Plan, OCII, as the successor agency to the Redevelopment Agency of the City, has land use authority over Zone One of the Transbay Redevelopment Plan/Redevelopment Project Area and is the California Environmental Quality Act (CEQA) lead agency for approval actions under the Redevelopment Plan.

Development of Assessor's Block 3739 was included in the Transbay Redevelopment Plan and EIS/EIR analysis. Table 1, below, provides an overview of the development on Assessor's Block 3739 analyzed in the EIS/EIR under the Full Build Alternative and the Reduced Scope Alternative as well as the proposed development on Block 4 under the Proposed Project. The EIS/EIR studied the two alternatives as representations of the range of reasonable development that could occur. As shown in Table 1, the EIS/EIR analyzed development on Assessor's Block 3739 of up to 1,758,375 gsf of residential space (1,465 dwelling units), 397,360 gsf of office space, and 98,935 gsf of retail space under the Full Build Alternative and up to 878,400 gsf of residential space (732 dwelling units) and 58,400 gsf of retail space under the Reduced Scope Alternative.

³ U.S. Department of Transportation, Federal Transit Administration, City and County of San Francisco, Peninsula Corridor Joint Powers Board, and San Francisco Redevelopment Agency, *Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project Final Environmental Impact Statement/Environmental Impact Report and Section 4(f) Evaluation*, March 2004. Available: <<https://tjpa.org/documents/final-eiseir>>. Accessed September 2, 2020.

Table 1. Overview of EIS/EIR Full Build Alternative and Reduced Scope Alternative Assumptions Compared to Proposed Project

Square Footage	EIS/EIR Full Build Alternative Assumptions for Assessor's Block 3739	EIS/EIR Reduced Scope Alternative Assumptions for Assessor's Block 3739	Proposed Project
Residential (number of d.u.)	1,758,375 gsf (1,465 d.u.)	878,400 gsf (732 d.u.)	839,341 gsf (681 d.u.)
Office	397,360 gsf	0 gsf	0 gsf
Retail	98,935 gsf	58,400 gsf	8,389 gsf
Total	2,254,670 gsf	936,800 gsf	847,730 gsf^a
Source: Hines, 2022. Note: ^a . The total includes residential gsf and retail gsf, plus areas such as lobbies and other shared spaces. The total does not include the area for underground parking, major utilities, or loading on the ground floor. Accounting for all of the aforementioned areas, the Proposed Project would construct a total of approximately 955,259 gsf. d.u. = dwelling unit; gsf = gross square feet			

The DCDG added further specificity to the proposed bulk/massing on the Project Site by calling for townhouses up to 50 feet in height on the southwestern portion of the Project Site; a mid-rise building⁴ up to 65 feet in height on the northwestern portion of the Project Site; a mid-rise building up to 85 feet in height on the northern portion of the Project Site; and a tower up to 450 feet in height on the eastern portion of the Project Site, with open space in the central core of the Project Site.⁵

The EIS/EIR characterized the anticipated development in the Transbay Redevelopment Project Area as transit-oriented land uses in the vicinity of the Transbay Terminal, providing a mix of residential and commercial space. The land use plan studied in the EIS/EIR identified a development program for the Block 4 site, consisting of primarily residential uses, with some office and ground-floor retail uses and services.

B. PROPOSED REVISIONS TO THE EIS/EIR PROJECT

The Transbay Redevelopment Plan divided Assessor's Block 3739 into three separate areas: Block 2 (fronting Folsom Street),⁶ Block 3 (proposed to include a public park), and Block 4 (fronting Howard Street).

⁴ DCDG nomenclature refers to these mid-rise buildings as "podium" buildings, but for sake of clarity they are referred to herein as "mid-rise" buildings, as distinguished from the actual Podium building in the Proposed Project.

⁵ San Francisco Redevelopment Agency, *Development Controls and Design Guidelines for the Transbay Redevelopment Project*, January 25, 2005 (as amended), https://sfocii.org/sites/default/files/20180906_TB_DCDG_Revision.pdf, accessed June 6, 2022.

⁶ A Request for Proposals (RFP) was released by OCII in August 2020 for the development of mixed-use affordable family and senior rental housing units at Transbay Block 2.

The Project Site, and the focus of this EIR addendum, includes Block 4 and a new segment of Tehama Street immediately adjacent to the southeast.

The Proposed Project differs from the development described in the EIS/EIR in that a 513-foot-tall tower with slightly larger massing at heights between 85 to 122 feet (the Tower Project) is now proposed at the eastern edge of Block 4 instead of the previously analyzed 450-foot-tall tower, and permits larger maximum floor plates (up to 15,200 square feet) that portion of the tower between 85 feet and 122 feet in height. In addition, the mid-rise components of the Proposed Project would be taller than the height and have greater bulk/massing than the limits studied in the EIS/EIR. Table 2, below, compares the development on Assessor's Block 3739 analyzed in the EIS/EIR under the Full Build Alternative to the proposed development on Block 4 under the Proposed Project.

Table 2. Detailed Comparison of EIS/EIR Full Build Alternative Assumptions to Proposed Project

Features	EIS/EIR Full Build Alternative Assumptions for Assessor's Block 3739	Proposed Project
Demolition	All existing structures and parking lots on the site.	All existing structures and parking lots on the site.
Land Use Types	Residential, retail, office	Residential, retail
Total Square Footage	2,254,670 gsf ^a	847,730 gsf ^b
Residential Square Footage	1,758,375 gsf	839,341 gsf
Number of d.u. ^b	1,465 d.u. ^a	681 d.u.
Retail Square Footage	98,935 gsf ^a	8,389 gsf
Tower Height	Up to 450 feet	513 feet*
Townhouse Height	Up to 50 feet	71 feet*
Podium Height (northwest)	Up to 65 feet	163 feet*
Podium Height (north)	Up to 85 feet	115 feet*
Source: Hines, 2022. Notes: ^a . Includes Full Build Alternative for all of Assessor's Block 3739. ^b . The total includes residential gsf and retail gsf, plus areas such as lobbies and other shared spaces. The total does not include the area for underground parking, major utilities, or loading on the ground floor. Accounting for all of the aforementioned areas, the Proposed Project would construct a total of approximately 955,259 gsf. * Indicates non-conformance with the Transbay Redevelopment Plan and the EIS/EIR analysis. Refer to the lists of required amendments to the Transbay Redevelopment Plan and DCDG in Section A, Project Description. d.u. = dwelling unit; gsf = gross square feet		

As shown in Table 2, all features of the Proposed Project would conform to the Redevelopment Plan land use program studied in the EIS/EIR, with the exception of the building heights and bulk/massing. At 513 feet tall, the Proposed Project's tower would be 63 feet taller than the 450-foot height limit established in the Transbay Redevelopment Plan and analyzed in the EIS/EIR. In addition, the increased townhouse and

podium (mid-rise) heights would be 21 to 98 feet taller than the respective height limits. OCII is therefore seeking amendments to the Transbay Redevelopment Plan and DCDG together with its authorization of a DDA and approval of a Schematic Design for the Block 4 Project.

As discussed above, the Transbay Redevelopment Plan divided Assessor's Block 3739 into three separate areas: Block 2 (fronting Folsom Street), Block 3 (proposed to include a public park), and Block 4 (fronting Howard Street). The Proposed Project would not include any potential development on Block 2. The EIS/EIR assumed a maximum buildout on an assessor's block level as the basis for the impact conclusions. To understand the maximum buildout on Assessor's Block 3739 and whether the Proposed Project would fall within the development assumptions for Assessor's Block 3739 in the EIS/EIR, the Proposed Project and the potential development on Block 2 need to be considered together. Table 3, below, provides an overview of the development on Assessor's Block 3739 analyzed in the EIS/EIR under the Full Build Alternative, the proposed development on Block 4 under the Proposed Project, and the potential development on Block 2. As shown in Table 3, the total proposed development on Blocks 2 and 4 would be within the parameters analyzed in the EIS/EIR under the Full Build Alternative for residential, office, and retail square footage; total square footage; and total number of dwelling units. Therefore, this EIR addendum will focus on the proposed increases in heights and bulk/massing at Block 4 compared to the heights and bulk/massing analyzed in the EIS/EIR.

Table 3. Overview of EIS/EIR Full Build Alternative Assumptions Compared to Block 2 and Proposed Project

Square Footage	EIS/EIR Full Build Alternative Assumptions for Assessor's Block 3739	Block 2 (Potential)^a	Block 4 (Proposed Project)	Total Proposed Development at Blocks 2 and 4
Residential (number of d.u.)	1,758,375 gsf (1,465 d.u.)	239,200 gsf (341 d.u.)	839,341 gsf (681 d.u.)	1,078,541 gsf (1,022 d.u.)
Office	397,360 gsf	0 gsf	0 gsf	0 gsf
Retail	98,935 gsf	12,800 gsf ^b	8,389 gsf	21,189 gsf
Total^c	2,254,670 gsf	252,000 gsf	847,730 gsf	1,099,730 gsf

Sources: Hines, 2022; OCII, 2022.

Notes:

^a. Development includes potential buildout at Block 2, but the project at Block 2 is not analyzed in this EIR addendum.

^b. The retail square footage includes the proposed childcare uses at Block 2.

^c. The total includes residential gsf and retail gsf, plus areas such as lobbies and other shared spaces. The total does not include the area for underground parking, major utilities, or loading on the ground floor. Accounting for all of the aforementioned areas, the Proposed Project would construct a total of approximately 955,259 gsf.

d.u. = dwelling unit; gsf = gross square feet

C. REQUIRED PROJECT APPROVALS

As shown in Table 2, all features of the Proposed Project would conform to the Redevelopment Plan land use program studied in the EIS/EIR, with the exception of building heights and bulk/massing. At 513 feet tall, the Proposed Project's tower would be 63 feet taller than the 450-foot height limit established in the Redevelopment Plan and analyzed in the EIS/EIR. In addition, the townhouse and podium heights would be 21 to 98 feet taller than the respective height limits. OCII is therefore seeking an amendment to the Redevelopment Plan and DCDG to increase the height limit on the Block 4 site from 450 feet to 513 feet and approval of a DDA and a Schematic Design for the Proposed Project.

The following approvals are required for the Proposed Project:

OCII Commission

- Redevelopment Plan Amendment
- Report to Board of Supervisors on Redevelopment Plan Amendment
- DCDG Amendment
- DDA
- Schematic Design

Planning Commission

- General Plan Amendment
- Zoning Map Amendment
- General Plan Consistency Findings - Report and Recommendation to Board of Supervisors

Board of Supervisors

- General Plan Amendment
- Zoning Map Amendment
- Redevelopment Plan Amendment
- Property Disposition Report/Findings

D. ANALYSIS OF POTENTIAL ENVIRONMENTAL EFFECTS

CEQA Guidelines Section 15164 provides that the lead agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions requiring a subsequent or supplemental EIR have occurred. The lead agency's decision to use an addendum must be supported by substantial evidence that the conditions that would trigger preparation of a subsequent EIR, as provided in CEQA Guidelines Section 15162, are not present. The following analysis of environmental effects provides the basis for that determination.

No new or more severe significant impacts beyond those studied in the EIS/EIR would occur, as discussed in Section D, Analysis of Potential Environmental Effects, and the preliminary checklist. Thus, as discussed in Section B, Proposed Revisions to the EIS/EIR Project, the only substantive modifications

to the Proposed Project that were not previously studied in the EIS/EIR are the height change from 450 feet to 513 feet and the change to bulk/massing. Therefore, the only CEQA topics that require additional evaluation are those for which impacts could worsen because of the additional building height: wind and shadow. Wind and shadow studies for the Proposed Project are included as part of the addendum to the EIS/EIR. Moreover, as a transit-oriented infill project, neither aesthetic nor parking impacts are considered significant impacts on the environment.⁷ Although not required under CEQA, aesthetics is discussed below. In addition, although the Proposed Project would not generate more trips than anticipated in the EIS/EIR, transportation is analyzed in detail below to allow a full discussion of design-specific site circulation issues. A transportation study for the Proposed Project is included as part of the addendum to the EIS/EIR. Based on the aforementioned reasons, aesthetics, transportation, wind, and shadow are discussed in the subsections below. All other features of the Proposed Project, including demolition, land use types, building square footage, retail square footage, and the number of dwelling units, would be consistent with the maximum development for Assessor's Block 3739 as analyzed in the EIS/EIR. CEQA topics that were evaluated with respect to those features would not require further analysis because no new or more severe significant impacts beyond those studied in the EIS/EIR would occur, and no new mitigation measures would be required.

Based on the analysis in the preliminary checklist, no further analysis is required for the following CEQA topics:

- Agricultural and Forest Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Population and Housing
- Public Services
- Recreation
- Tribal Cultural Resources
- Utilities and Service Systems

The prior addenda to the EIS/EIR generally covered changes to the transportation infrastructure related to the Transbay Terminal/Caltrain downtown rail extension (DTX) portions of the EIS/EIR and were administered by the Transbay Joint Powers Authority (TJPA) and the Golden Gate Bridge Highway and Transportation District. In addition, an environmental review document also analyzed transportation infrastructure related to the Transbay Program Phase 2 (i.e., the Transbay Terminal/Caltrain DTX as well as other transportation improvements and development opportunities associated with the Transbay Program).⁸ In November 2018, the Federal Transit Administration, in conjunction with the Federal Railroad Administration and the TJPA, published the Final Supplemental Environmental Impact Statement/Environmental Impact Report (SEIS/SEIR) to evaluate refinements to the Caltrain DTX component of the

⁷ The Proposed Project meets the definition of a mixed-use project on an infill site within a transit priority area, as specified by CEQA section 21099.

⁸ The Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project is referred to as the Transbay Program in the SEIS/SEIR.

Transbay Program. On July 22, 2019, the Federal Transit Administration issued an Amended Record of Decision for the Transbay Program's Final Supplemental EIS/EIR; this document amends the 2005 Record of Decision for the Transbay Program and covers the required environmental analysis of refinements to the DTX and other transportation improvements in the vicinity of the Transit Center. The SEIS/SEIR does not contain information that would alter the determination not to require a subsequent or supplemental EIR in connection with the proposed plan amendment and the Proposed Project, pursuant to CEQA Guidelines section 15164. The project evaluated in the SEIS/SEIR includes refinements to the DTX component of the Transbay Program, some additional transportation improvements in the Transbay Redevelopment Area, and potential new development opportunities. However, the draft SEIS/SEIR project does not propose modifications at or adjacent to Block 4 or changes to the Transbay Redevelopment Plan component of the Transbay Program.

Overall land use impacts from the project analyzed in the draft SEIS/SEIR would be minimal, and none of the proposed components would conflict with any applicable land use, policy, or regulation in the Transbay Program area. The potential above-grade development opportunities analyzed under the draft SEIS/SEIR would be compatible with the development intensity and uses nearby. The proposed above-grade development would have no shadow impact on any parks under the jurisdiction of the San Francisco Recreation and Park Department (draft SEIS/SEIR, p. 3.3-20 and 3.3-21.) The draft SEIS/SEIR notes that the proposed intercity bus facility would occupy the roof level of the Transit Center and, therefore, would be adjacent to the proposed City park (now the existing Salesforce Park). However, the elevation of this facility would be only slightly higher than the elevation of the park (approximately 5 feet) and, therefore, would not cast shadow onto the park that would alter the analysis conducted for the proposed plan amendment and the Proposed Project.

As discussed in this EIR addendum, the changes in the Proposed Project would not require major revisions to the EIS/EIR. The number of dwelling units and the total square footage of the Proposed Project, including the square footage of retail uses, would not exceed the assumptions studied in the EIS/EIR Project. In addition, the Proposed Project would not cause new significant impacts not identified in the EIS/EIR. Therefore, no new mitigation measures are necessary to reduce significant impacts. No changes have occurred with respect to circumstances surrounding the Proposed Project that would cause significant environmental impacts to which the Proposed Project would contribute considerably. No new information has become available that shows that the Proposed Project would cause significant environmental impacts that were not previously discussed in the EIS/EIR, that previously examined significant effects would be substantially more severe than shown in the EIS/EIR, that mitigation measures or alternatives that were previously found infeasible are feasible, or that new mitigation measures or alternatives that are considerably different from those in the EIS/EIR would substantially reduce significant impacts.

AESTHETICS

Transbay EIS/EIR

The visual and aesthetics analysis in the EIS/EIR anticipated that the Redevelopment Plan would cause a relatively large increase in the number and size of buildings in the Transbay Redevelopment Project Area. The EIS/EIR also found that public views within and across the Transbay Redevelopment Project Area would generally be limited by new development. The EIS/EIR found that new buildings and vehicles would produce

additional glare, although it would not be expected to result in a substantial visual change. Visual simulations were prepared for the EIS/EIR, based on the 2003 *Transbay Redevelopment Project Area Design for Development Vision* (also known as the Design for Development). The EIS/EIR noted that actual development proposals would undergo individual environmental review for aesthetics in subsequent steps of the redevelopment process, if necessary. The EIS/EIR determined that, although the proposed new development would alter the existing aesthetic nature of the area, the visual features that would be introduced by the Proposed Project are commonly accepted in urban areas and would not substantially degrade the existing visual quality, obstruct publicly accessible views, or generate obtrusive light or glare. For those reasons, no significant impacts were identified, and no mitigation measures were proposed.

Proposed Project and Cumulative Conditions

The Proposed Project meets the definition of a mixed-use project on an infill site within a transit priority area, as specified by CEQA section 21099.⁹ Accordingly, this EIR addendum does not contain an in-depth discussion of the topic of aesthetics, which, pursuant to section 21099, cannot be considered in determining the significance of the physical environmental effects of such projects under CEQA. Therefore, the proposed height increase could not result in significant aesthetic impacts under CEQA, and no mitigation measures are necessary.

The Proposed Project would increase the height of the Tower Project from 450 feet to 513 feet. The 513-foot height would match the height of towers constructed in the immediate vicinity of Block 4. However, the tower would be the sole tower on Block 4, providing ample separation from nearby towers. Between Block 4 and the waterfront are Rincon Park, The Embarcadero, and two to three blocks that contain high-rise buildings with podiums and towers. Directly across Howard Street, north of the Project Site, is a newly constructed tower with a roof height of 550 feet. Buildings to the north, between the Project Site and the waterfront, generally step down in height. In addition, considering the approved building heights within districts north, west, and the south of Block 4, which include approved heights between 400 and 1,000 feet, the Proposed Project's height would blend appropriately into the San Francisco skyline, as planned (Figure 5).

TRANSPORTATION

As noted above, the Proposed Project would not exceed the EIS/EIR assumptions for retail, residential, and total square footage, as well as the number of dwelling units, at the Block 4 site. Therefore, the Proposed Project would not generate more person trips or vehicle trips than previously analyzed and would not cause traffic to worsen to a greater degree than reported in the EIS/EIR, as explained further below.

Transportation impact studies prepared by the Planning Department for CEQA purposes estimate future cumulative traffic volumes, based on cumulative development and growth identified by the San Francisco County Transportation Authority's (SFCTA's) SF-CHAMP travel demand model. The SF-CHAMP model uses zoning as part of the basis for its growth calculations. SF-CHAMP data prepared after adoption of the Transbay Redevelopment Plan takes into account the revised zoning for the Transbay Redevelopment

⁹ San Francisco Planning Department. September 29, 2020. *Eligibility Checklist: CEQA Section 21099 Modernization of Transportation Analysis*. Record No. 2018-015785ENV, 200 Folsom Street/200-272 Main Street. This document is available for review at the San Francisco Planning Department, 49 South Van Ness Avenue, Suite 1400, as part of Case File No. 2018-015785ENV.

Area, including the Zone One TB DTR (Transbay Downtown Residential) Use District and 50/85/450-TB Height and Bulk District established for the Block 4 site. Therefore, CEQA transportation impact studies prepared after adoption of the Transbay Redevelopment Plan include the potential growth enabled by the plan in their cumulative analyses.

A transportation circulation study was prepared for the Proposed Project,¹⁰ as summarized below and included in Appendix A. The transportation circulation study assumed 683 dwelling units and 8,282 gsf of ground-floor retail space. Subsequent to the preparation of the transportation circulation study, the Proposed Project was revised to include 681 dwelling units and 8,389 gsf of ground-floor retail space. These minor revisions to the Proposed Project were evaluated (refer to Appendix A) and it was determined that there are no changes required to the conclusions in the transportation circulation study.¹¹

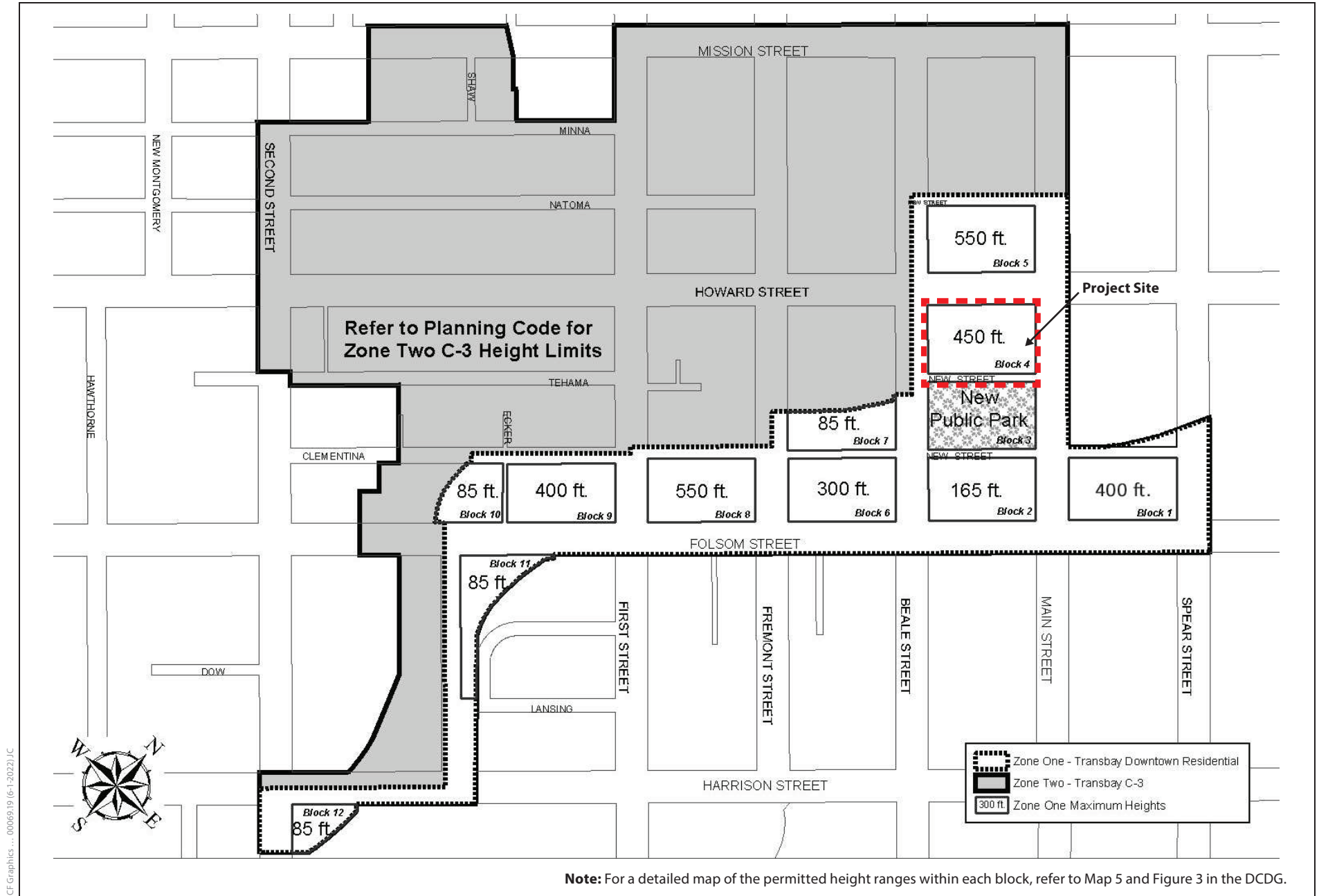
The transportation study area includes all aspects of the transportation network in the vicinity of the block bounded by Howard Street to the north, a new midblock alley section of Tehama Street (and Folsom Street) to the south, Main Street to the east, and Beale Street to the west. The transportation study area consists of travel corridors and facilities such as transit routes and stations, bicycle routes and amenities, pedestrian sidewalks and crossings, and the overall vehicular roadway network that residents, employees, and visitors would use in traveling to and from the Project Site.

The following scenarios were evaluated to identify potential transportation impacts of the Proposed Project:

- **Existing Conditions.** Existing land use and transportation conditions on the block (refer to Appendix A for a summary of existing conditions).
- **Existing-plus-Project Conditions.** Existing land use and transportation conditions with the addition of the Proposed Project. This scenario includes changes to the transportation network since the analysis for the Transbay EIS/EIR was conducted and identifies if these modifications would affect the conclusions of the Transbay EIS/EIR.
- **Cumulative Conditions.** Land use and transportation conditions, considering background growth and development, reasonably foreseeable changes to the transportation network, and incremental growth and development. This scenario includes a review of currently planned cumulative development and streetscape projects and identifies if these modifications would affect the conclusions of the Transbay EIS/EIR.

¹⁰ Kittelson & Associates, *Transbay Block 4 Transportation Circulation Study*, July 17, 2020.

¹¹ Kittelson & Associates, *Transbay Block 4 – Supplemental Transportation Assessment*, June 8, 2022.



Source: Redevelopment Plan for the Transbay Redevelopment Project Area, 2016.

Figure 5
Maximum Heights in Transbay Redevelopment Area (Zone One)

The assessment in the transportation circulation study, summarized below, documents the land use and transportation network changes as a result of the Proposed Project and their effects on circulation on transportation modes in the study area. The Proposed Project as well as cumulative conditions are reviewed for impacts related to vehicle miles traveled (VMT), driving hazards, pedestrians, bicyclists, public transit, emergency access, and loading. For each transportation-related topic, an assessment is conducted to determine whether the change in Block 4 would result in changes to the transportation-related findings in the Transbay EIS/EIR. The 2020 impact analysis uses the data and guidance within the Planning Department's 2019 *Transportation Impact Analysis Guidelines* (TIA Guidelines). OCII acknowledges and accepts the use of the TIA Guidelines for the analysis of the Proposed Project's transportation impacts.

Proposed Project Trip Generation

Trip generation refers to the number of estimated trips people would take to and from the Project Site, regardless of the way they travel. Table 4, below, presents the person-trip rates and estimates the number of daily and PM Peak-Hour person trips by land use. Proposed Project person trips were assigned to travel modes (automobile, taxi/transportation network company [TNC], transit, walking, bicycling), based on the mode shares presented in the TIA Guidelines for the Proposed Project's district (district 2, South of Market [SoMa]) and placetype (placetype 1, urban high density). Table 5, below, provides the estimated percentage and number of PM Peak-Hour Proposed Project trips by mode. Table 6, below, presents Proposed Project vehicle trip generation estimates by direction (inbound and outbound).

Table 4. Person-Trip Generation Rates and Estimates by Land Use for the Proposed Project

Land Use	Daily Rate	PM Peak-Hour Percentage, Daily	Daily Person Trips	PM Peak-Hour Person Trips
Residential (1,156 bedrooms)	5/bedroom	8.9%	5,202	459
Restaurant Composite (8,282 gsf) ^a	600/1,000 gsf	13.5%	4,969	670
Sources: 2019 TIA Guidelines; Kittelson, 2020.				
Notes:				
^a . The retail tenants are not known at this time. For conservative purposes with respect to estimating the maximum adverse effect on trip generation, a "composite rate" restaurant is assumed. In addition, the retail area has been increased slightly as part of the conservative scenario.				

Table 5. Person-Trip Generation Estimates by Mode and Land Use for the Proposed Project

Mode	Mode Share		Weekday PM Peak-Hour Person Trips		
	Residential	Restaurant Composite	Residential	Restaurant Composite	Total
Auto	25%	11%	115	76	191
Taxi/Transportation Network Company	6%	5%	28	31	59
Transit	28%	25%	129	170	299
Walking	38%	55%	174	368	542
Bicycling	3%	4%	13	25	38
Total	100%	100%	459	670	1,129
Sources: 2019 TIA Guidelines; Kittelson, 2020.					

Table 6. Proposed Project Vehicle Trip Generation Estimates by Land Use

Land Use	Weekday PM Peak-Hour Vehicle Trips		
	Inbound	Outbound	Total
Residential	60	17	77
Restaurant Composite	14	34	48
Total Private Vehicle Trips	74	51	125
Taxi/TNC	35	35	70
Total Private Vehicle and Taxi/Transportation Network Company Trips	109	86	195
Sources: 2019 TIA Guidelines; Kittelson, 2020.			

As shown in Table 4 and Table 5, the Proposed Project would generate a total of 1,129 person trips (459 generated by the residential component and 670 generated by the restaurant component) during the weekday PM Peak Hour. Of these 1,129 total person trips, 542 would be people walking to and from the site, 299 would be people taking transit, 191 would be automobile person trips, 59 would be taxi/TNC trips, and 38 trips would be made by bicycle. As shown in Table 6, the 191 automobile person trips would result in a total of 125 vehicle trips (77 generated by the residential component and 48 generated by the restaurant component) during the weekday PM Peak Hour. Of these 125 vehicle trips, 74 would be traveling inbound to the Project Site, and 51 would be departing the Project Site. The 59 taxi/TNC person trips would result in a total of 70 taxi/TNC vehicle trips, 35 inbound and 35 outbound. The taxi/TNC vehicle trip generation accounts for trips to and from the Project Site.

Vehicle Miles Traveled

Transbay EIS/EIR

The Transbay EIS/EIR evaluated four traffic scenarios: 1) existing conditions, 2) year 2020 with no project, 3) year 2020 plus project (the Transbay Terminal and Transbay Redevelopment Plan), and 4) a

2020 cumulative scenario that included concurrent and reasonably foreseeable projects. The EIS/EIR analysis showed that background traffic volumes would grow over time and traffic delays would lengthen at nearly all 27 intersections studied, even without implementation of the Transbay Redevelopment Plan. The EIS/EIR identified significant traffic impacts at seven intersections under the 2020 plus-project and the 2020 cumulative scenarios.

The EIS/EIR stated that improvements at individual intersections and implementation of an integrated transportation management system could somewhat reduce localized congestion but may not fully mitigate the impact of increased traffic congestion resulting from the Transbay Terminal and Transbay Redevelopment Plan to a less-than-significant level. The EIS/EIR therefore concluded that the significant traffic impacts would be unavoidable. No mitigation measures applicable to individual development projects were identified.

Existing-plus-Project Conditions

Since preparation of the Transbay EIS/EIR, the Office of Planning and Research and the Natural Resources Agency issued new CEQA Guidelines for analyzing transportation impacts. By July 1, 2020, all CEQA lead agencies must analyze a project's transportation impacts using VMT rather than congestion levels at intersections. On March 3, 2016, the San Francisco Planning Commission adopted the Office of Planning and Research's recommendation to use the "vehicle miles traveled" (VMT) metric instead of automobile delay to evaluate the transportation impacts of projects (Resolution 19579). On October 15, 2019, the OCII Commission adopted, by Resolution No. 25-2019, criteria for determining the significance of transportation impacts based on VMT.¹² A VMT-based approach was used to prepare the transportation analysis for this EIR addendum, which is consistent with Section 21099 of the Public Resources Code, Section 15064.3 of the CEQA Guidelines, the Governor's Office of Planning and Research publication *Technical Advisory on Evaluating Transportation Impacts Under CEQA* (December 2018), and the Planning Department's publication *Transportation Impact Analysis Guidelines* (February 2019).

Consistent with CEQA Guidelines at the time, the Transbay EIS/EIR included an evaluation of automobile delay (vehicle level of service [LOS]), as summarized above; it did not include an evaluation of VMT. As a result, VMT is not specifically addressed in the Transbay EIS/EIR, and no relevant mitigation measures were identified. For the purposes of CEQA, the Proposed Project would not result in significant impacts related to automobile delay (vehicle LOS). No mitigation measures are necessary, and automobile delay is not discussed further in this document (for additional information, refer to Appendix A).

VMT per person (or per capita) is a measurement of the amount and distance that a resident, employee, or visitor drives; it also accounts for the number of passengers within a vehicle. Many interdependent factors affect the amount and distance a person might drive. In particular, the built environment affects how many places a person can access within a given distance or time, and at a given cost, using different ways to travel (e.g., private vehicle, public transit, bicycling, walking, etc.). Typically, low-density development located at great distances from other land uses, and in areas with few options for ways to travel, provides less access than a location with high density, a mix of land uses, and numerous ways

¹² Commission on Community Investment and Infrastructure, Resolution No. 25-2019, October 15, 2019.

to travel. Therefore, low-density development typically generates higher VMT rates than a similarly sized development in an urban area.

Given these behavior travel factors, on average, persons living or working in San Francisco have lower VMT rates than persons living or working elsewhere in the nine-county San Francisco Bay Area region. On a more granular level, persons living or working in some areas of San Francisco have, on average, lower VMT rates per person than persons living or working elsewhere in San Francisco. The City establishes different VMT rates per capita geographically through transportation analysis zones (TAZs).

The SFCTA uses SF-CHAMP to estimate VMT by private automobiles and taxis for different TAZs. The model estimates daily VMT for residential, office, and retail land use types. For residential and office uses, the SFCTA uses tour-based analysis. A tour-based analysis examines the entire chain of trips over the course of a day, not just trips to and from a site. For retail uses, the SFCTA uses trip-based analysis. A trip-based analysis counts VMT from individual trips to and from a site (as opposed to an entire chain of trips). A trip-based approach, as opposed to a tour-based approach, is necessary for retail sites because a tour is likely to consist of trips that stop at multiple locations; therefore, summarizing tour VMT to each location would over-estimate VMT.^{13,14,15}

The Project Site is in TAZ 764. Existing average daily VMT per capita in TAZ 764 is below regional average daily VMT per capita, as follows:

- For residential uses, the existing average household daily VMT per capita is 3.2, which is about 81 percent below the existing regional average household daily VMT per capita of 17.2.
- For the retail uses, the average daily VMT per retail employee is 9.2, which is about 32 percent below the existing regional average daily retail VMT per employee of 14.8.

Given the Project Site is in an area where existing VMT is more than 15 percent below the existing regional average, the Proposed Project's residential and retail uses would not cause substantial additional VMT. Furthermore, because of its location within 0.5 mile of an existing major transit stop, the Project Site meets the "proximity to transit stations" screening criterion, which also indicates that the Proposed Project's uses would not cause substantial additional VMT. The Proposed Project would not include features that would substantially induce automobile travel (e.g., additional roadway capacity). For these reasons, VMT-related impacts for the Proposed Project would be less than significant.

¹³ To state another way, a tour-based assessment of VMT at a retail site would consider VMT for all trips in the tour for any tour with a stop at the retail site. If a single tour stops at two retail locations, for example, a coffee shop on the way to work and a restaurant on the way back home, then both retail locations would be allotted the total tour VMT. A trip-based approach allows us to apportion all retail-related VMT to retail sites without double counting.

¹⁴ Retail travel is not explicitly captured in the San Francisco chained activity modeling process; rather, there is a generic "other" purpose, which includes retail shopping, medical appointments, visiting friends or family, and all other non-work, non-school tours. The retail efficiency metric captures all of the "other" travel generated by Bay Area households. The denominator of employment, including retail; cultural, institutional, and educational; medical employment; school enrollment; and number of households, represents the size, or attraction, of the zone for this type of "other" travel.

¹⁵ San Francisco Planning Department, *Executive Summary: Resolution Modifying Transportation Impact Analysis*, Appendix F, Attachment A, March 3, 2016.

Cumulative Conditions

Cumulative average daily VMT per capita in TAZ 764 is below regional average daily VMT per capita, as follows:

- For the residential uses, the cumulative average household daily VMT per capita is 2.4, which is about 85 percent below the cumulative regional average household daily VMT per capita of 16.1.
- For the retail uses, the cumulative average daily VMT per retail employee is 8.3, which is about 42 percent below the cumulative regional average daily retail VMT per employee of 14.5.¹⁶

As with the existing-plus-project analysis, the Project Site meets the “proximity to transit stations” screening criterion and is in an area where cumulative VMT would be more than 15 percent below the cumulative regional average. The Proposed Project’s residential and retail uses would not cause substantial additional VMT. Therefore, no significant cumulative VMT impacts would occur.

Driving Hazards

Transbay EIS/EIR

This section provides a qualitative assessment of the effect of the Proposed Project on conditions for people driving. It considers whether the Proposed Project could create potentially hazardous conditions for people driving or result in new or substantially more severe transportation impacts than those identified in the Transbay EIS/EIR. However, driving hazards were not specifically addressed in the Transbay EIS/EIR. Therefore, no relevant mitigation measures were identified in the Transbay EIS/EIR.

Existing-plus-Project Conditions

The Proposed Project would consist of parking for up to 275 vehicles (including two car share vehicles) within 224 physical stalls and additional space provided by car stackers, , all serviced exclusively by valet staff, which would be accessible via a 24-foot-wide curb cut and a two-way driveway along Main Street. The garage driveway would provide entry and exit lanes on the left-hand side; the directionality would be reversed from a typical orientation so that inbound and outbound left turns would not overlap. The reversed directionality would reduce the potential for conflicts while entering or exiting the driveway. During the PM Peak Hour, demand from the Proposed Project would generate 74 inbound and 51 outbound vehicle trips. Outbound vehicle trips would be naturally metered by the rate at which valet operations occur. The proposed staging area would accommodate inbound valet trips onsite rather than in the public right-of-way or along the driveway. Inbound drivers would make the left turn from the leftmost travel lane. Outbound drivers would have a generally unobstructed view of northbound traffic as they turn left onto Main Street.

The Project Site would also include a 24-foot-wide curb cut along its Beale Street frontage to provide freight access to the proposed off-street loading dock, which would include two 10-foot-wide loading bays. The Proposed Project would generate a demand for four freight and delivery service-vehicle loading spaces

¹⁶ Retail travel is not explicitly captured in the San Francisco chained activity modeling process; rather, there is a generic "other" purpose, which includes retail shopping, medical appointments, visiting friends or family, and all other non-work, non-school trips. The retail efficiency metric captures all of the "other" travel generated by Bay Area households. The denominator of employment, including retail; cultural, institutional, and educational; medical employment; school enrollment; and number of households, represents the size, or attraction, of the zone for this type of "other" travel.

during the peak hour and two spaces during the average hour. The proposed supply of on- and off-street freight loading spaces would meet expected peak-hour demand. To access the loading dock, trucks would need to reverse into the loading dock, which may temporarily block one or both vehicle travel lanes on Beale Street while they maneuver. Freight and delivery service vehicles would be traveling at speeds of less than 5 miles per hour (mph) as they maneuver into/out of the loading dock. Given the signalized intersection spacing and the observed vehicle speed and progression along the corridor, people driving would also be traveling at relatively slow speeds. They would have clear sight lines and be able to see and react to downstream truck activity. For these reasons, the curb cut would constitute a temporary obstruction for through traffic but would not cause potentially hazardous conditions for people driving.

The proposed extension of Tehama Street to allow one-way (westbound) travel between Main and Beale streets would provide improved multi-modal and vehicle circulation in the study area. Raised crosswalks along Tehama Street at Main and Beale streets would reduce the speed of vehicles while entering and exiting Tehama Street and minimize the potential for conflicts.

Given the traffic volume and site design, the Proposed Project would not result in vehicle queuing or circulation issues that would create potentially hazardous conditions for people driving. Furthermore, the Proposed Project would decrease residential, retail, and office space, compared to the EIS/EIR Full Build Alternative assumptions for the Project Site, resulting in a net reduction in the number of vehicle trips as well as anticipated commercial loading activity. As such, the potential for hazardous conditions for people driving would be less than that analyzed in the Transbay EIS/EIR. Impacts of the Proposed Project would be less than significant, and no mitigation measures are required.

Implementation of Improvement Measure I-TR-1 and Improvement Measure I-TR-2 is recommended to further reduce these less-than-significant impacts.¹⁷

Improvement Measure I-TR-1: Driveway and Loading Operations Plan (DLOP). The property owner shall implement the following measures to reduce potential conflicts related to driveway operations, including loading activities and people walking, biking, and driving:

- *Trash/Recycling/Compost Collection Design and Management.* The property owner shall provide convenient off-street trash, recycling, and compost storage room(s) for the Proposed Project and a procedure for collection. The transportation coordinator or building manager shall implement these procedures.
- *Color Curb Application.* The property owner shall submit documentation to the Environmental Review Officer to confirm that he or she applied to the SFMTA for on-street color curb zones.
- *Attendant.* The transportation coordinator shall ensure that building management employs a loading dock attendant(s) for the Proposed Project's off-street loading dock. The loading dock attendant shall be stationed at the loading dock driveway to direct vehicles while entering and exiting the loading dock, avoid any safety-related conflicts with public right-of-way users, and ensure proper allocation of freight and delivery service vehicles to available spaces. The loading dock shall be attended during business operating hours, which are anticipated to be 8 a.m. to 10 p.m. every day.

¹⁷ The analysis herein assumes implementation of these improvement measures as conditions of Proposed Project approval, and the Project Sponsor has agreed to them.

- *Driveway Operational Safety.* The transportation coordinator shall provide notifications and information to users of the Project Site regarding driveway operational safety, including the maximum vehicle size and height for the loading dock. The loading dock would be limited to use by vehicles shorter than 30 feet; vehicles longer than 30 feet would be directed to on-street loading zones.
- *Signage/Warning Devices.* The property owner shall install “FULL” signage near the off-street loading dock entrance. The transportation coordinator shall indicate “FULL” if the off-street facility is fully occupied or if the coordinator anticipates it will be occupied by a forthcoming delivery (i.e., in the next 10 minutes). The property owner shall also install signage at the off-street facility to alert drivers to people walking or bicycling who may be behind a vehicle or in a driver’s blind spot during access or egress. The property owner shall also install audible warning devices at locations where the off-street facility interfaces with the public right-of-way to alert other public right-of-way users of vehicles entering or exiting the off-street facility.
- *Large Truck Access.* The property owner shall identify convenient on-street loading spaces (i.e., within 250 feet of the site) that could accommodate large trucks (i.e., trucks longer than 30 feet), which the off-street loading facility cannot accommodate. The property owner shall also identify procedures for reserving these spaces from the SFMTA as well as procedures for guiding large trucks to the spaces. The transportation coordinator shall implement these procedures.

The property owner shall prepare a DLOP that documents the Proposed Project’s compliance with the measures described above. The details of the DLOP shall be developed in coordination with the Planning Department and the SFMTA and reviewed and approved by the Environmental Review Officer, or designee, of the Planning Department and the Sustainable Streets Director, or designee, of the SFMTA. The final DLOP shall be included as a condition of approval for the Proposed Project. The transportation coordinator shall provide oversight and be responsible for implementation of the DLOP for the Proposed Project. The plan shall be evaluated by a qualified transportation professional, as retained by the Project Sponsor, upon building occupancy and once a year going forward until such time when the SFMTA determines that the evaluation is no longer necessary or could be done at less frequent intervals. The content of the evaluation report shall be determined by SFMTA, in consultation with the Planning Department, and include an assessment of on-street loading conditions, including actual loading demand; observations regarding loading operations; and an assessment of how the Proposed Project meets the requirements. If ongoing conflicts are occurring, based on the assessment, the evaluation report shall put forth additional measures to address conflicts associated with loading operations. The evaluation report shall be reviewed by SFMTA, which shall make the final determination regarding whether ongoing conflicts are occurring. In the event that ongoing conflicts are occurring, the above requirements may be altered (e.g., the hours and days when the loading dock attendant is stationed onsite).

Improvement Measure I-TR-2: Queue Abatement. The property owner, or designee, shall prevent vehicle queues by using proactive abatement methods. A vehicle queue is defined as one or more vehicles waiting to access the Proposed Project’s off-street facility and blocking any portion of any public right-of-way for a combined two minutes during the peak consecutive 60 minutes for the adjacent public right-of-way or a combined 15 minutes between the hours of 6 a.m. and 10 p.m. for at least three 24-hour periods in any consecutive seven-day period. The proactive abatement methods shall depend on the characteristics of the Proposed Project’s off-street facility, the characteristics of the

street to which the off-street facility connects, and the associated land uses. The proactive abatement methods may include, but are not limited to, installation of “FULL” signs, with active management by parking attendants; use of additional valet parking attendants or other space-efficient parking techniques; and implementation of transportation demand management strategies.

If the planning director, or designee, suspects that a recurring queue is present, the Planning Department shall notify the property owner in writing. Upon request, the owner/operator shall hire a qualified transportation consultant to evaluate conditions at the site for no less than seven days. The consultant shall prepare a monitoring report, which shall be submitted to the Planning Department for review. If the Planning Department determines that a recurring queue does exist, the facility owner/operator shall have 90 days from the date of the written determination to the queue.

Implementation of Improvement Measure I-TR-1 would reduce a less-than-significant impact through active management of the loading dock by an attendant; this would increase driver awareness of other public right-of-way users and reduce the potential for delivery vehicles to double park and obstruct vehicle travel lanes, thereby minimizing potentially hazardous conditions for people driving. Implementation of Improvement Measure I-TR-2 would ensure that vehicle queues related to the Proposed Project would not propagate along the public right-of-way.

Cumulative Conditions

Under cumulative conditions, traffic associated with people walking, bicycling, or driving on the surrounding street network would increase as a result of the Proposed Project, other development projects within the study area, and background growth elsewhere in the city and region. This would generally be expected to lead to an increase in the potential for conflicts between people driving and people walking, bicycling, and public transit operations. However, a general increase in traffic in and of itself would not be considered a potentially hazardous condition.

Under cumulative conditions, with implementation of the Active Beale Street Project, the on-street bicycle lane (class II) along Beale Street would be replaced with a two-way separated bicycle lane (class IV) on the east side of the street; a protected intersection corner would be constructed on the southeast corner of the Howard Street/Beale Street intersection. This shift in bicycle lane location, as well as construction of a concrete island, would increase the offset of the left-turn vehicle movement from Howard Street to Beale Street, potentially slowing turning vehicles and increasing protection for bicyclists at this location. The effects of the Active Beale Street Project and the South Downtown Design + Activation (Soda) plan will be subject to separate study and environmental review.

The Proposed Project would make Tehama Street a new midblock alley between Beale and Main streets; it would also construct a loading dock driveway on Beale Street between Howard Street and Tehama Street. Vehicles accessing the loading dock and vehicles exiting Tehama Street onto Beale Street would turn across the bicycle lane. These vehicle turning movements are not expected to create potentially hazardous conditions for drivers because drivers would generally have unobstructed sight lines and/or adequate sight distance to see approaching vehicles. The presence of the raised crosswalk across Tehama Street would slow vehicles on the intersection approach. Implementation of Improvement Measure I-TR-1 would reduce potential conflicts between freight and delivery service vehicles and people driving by requiring a visual warning device that would alert other right-of-way users when the loading dock is in use, employing a loading dock attendant to manage traffic flow, and requiring vehicles exceeding 30 feet in length to load in on-street zones on Howard Street, Main Street, or Tehama Street rather than in the loading dock.

For these reasons, the Proposed Project in combination with cumulative projects would not create potentially hazardous conditions for people driving. Therefore, there would be a less-than-significant cumulative impact related to driving hazards.

Pedestrians

Transbay EIS/EIR

An assessment of pedestrian conditions in the area surrounding the Transbay Terminal was included in the Transbay EIS/EIR. The evaluation considered pedestrian LOS at five intersections (crosswalks and corners); sidewalk widths, with qualitative analysis of on-sidewalk conditions throughout the study area; and the origin/destination of pedestrian traffic. The evaluation accounted for an increase in pedestrians due to the new Transbay Terminal and Caltrain extension as well as the Transbay Redevelopment Plan. Changes in pedestrian volumes were developed by using output from SF-CHAMP and rerouting pedestrians to and from the Transbay Terminal facility.

The Transbay EIS/EIR found 11 corners and two crosswalks that would operate at LOS F for pedestrians, including all four corners and the north crosswalk at Howard Street and Fremont Street. The crosswalks and corners at the study intersections closest to the Project Site (i.e., Mission Street/Fremont Street and Folsom Street/Beale Street) were found to operate better than LOS F. The Transbay EIS/EIR noted that the EIS/EIR Project itself did not cause the LOS F conditions, concluding that the 9,000 additional walking trips generated by the Transbay Terminal and Transbay Redevelopment Plan by 2020 would not be a considerable contribution to the overall increase in the number of pedestrian trips and determining that the Transbay Redevelopment Plan would not have a significant pedestrian impact. No mitigation measures to address pedestrian impacts were identified.

The Transbay EIS/EIR suggested improvement measures that included wide sidewalks, building setbacks in future construction, enhanced crosswalks with countdown signals, warning lights, and signalized crossings.

Existing-plus-Project Conditions

Access for people walking would be provided on all four of the Proposed Project's street frontages, with an apartment and condominium entry on Howard Street and Main Street, respectively; lobby access for the Mid-Rise Project and the townhouses on Tehama Street; and two retail entrances on Beale Street. The Proposed Project would revise the conditions identified in the DCDG to remove setback requirements along Beale, Howard, Main, and Tehama streets.^{18,19} The Proposed Project would include streetscape improvements, such as widened sidewalks, landscaping and street trees, commercial and passenger loading areas, and bicycle facilities, consistent with the Design for Development. The Proposed Project would also provide an internal courtyard on the building's second level that would occupy the inner portion of the Project Site. The courtyard would be accessible from stairs on Howard Street and Tehama Street.

¹⁸ The DCDG define a *setback* as the open space provided between the property line and the primary built structure, creating an expanded area along the sidewalk and providing a transition between the street and private use on the property. Setbacks may be required to be dedicated for public use or remain as a private space between the public right-of-way and the building mass.

¹⁹ The DCDG (p. 16) identified a setback requirement of 6 to 8 feet along Tehama Street and a setback of 8 to 10 feet along Beale, Main, and Howard streets.

In accessing the Project Site, people walking would cross curb cuts at the proposed garage entry on Main Street and at the loading dock along Beale Street. The sidewalk design would allow exiting vehicles to cross the path of people walking without obstructing their path of travel while waiting to turn onto Main Street. Conversely, inbound vehicles would be able to turn from Main Street into the driveway, with adequate separation between the traveled way and walking paths along the sidewalk. Valet operations would include an adequate short-term staging area to prevent queue spillback into pedestrian travel paths. People driving would generally have unobstructed sight lines and/or adequate sight distance and would not create potentially hazardous conditions related to vehicle entry or exit. Implementation of Improvement Measure I-TR-2 would reduce the potential for conflicts between vehicles accessing the proposed garage and people walking by ensuring that queues would not spill back onto the public right-of-way.

Trucks would access the site using Fremont Street and Howard Street, the nearest truck routes. Trucks accessing the loading docks would cross the proposed 30-foot-wide sidewalk along Beale Street. Some minor conflicts may arise between people walking and trucks backing into the loading docks, most likely in the form of a short delay until the 30-foot-wide sidewalk is unobstructed. Implementation of Improvement Measure I-TR-1 would reduce the potential for conflicts between freight and delivery service vehicles and people walking.

The proposed sidewalk widening and widths along the Project Site frontages would allow an adequate public right-of-way that would accommodate furnishing, throughway, and frontage zones with the removal of building setback requirements on the adjacent streets. The construction of raised crosswalks along Tehama Street at Beale Street and Main Street would help manage vehicle speeds along Tehama Street and reduce speeds as vehicles enter and exit Tehama Street, thereby minimizing the potential for conflicts between vehicles and people walking.

The Proposed Project would generate 841 walking trips (including 299 walking trips to transit) during the PM Peak Hour. Although travel demand analysis does not include assigning walking trips to specific routes, a substantial proportion of these walking trips could be expected to be at the north crosswalk or any of the four corners at the Howard Street and Fremont Street intersection, an area where the Transbay EIS/EIR identified pedestrian LOS impacts. However, a net reduction in the anticipated number of daily and weekday PM Peak-Hour walking trips is expected with the currently proposed land use program on Block 4 relative to the analysis in the Transbay EIS/EIR. Furthermore, the current 2019 TIA Guidelines no longer consider pedestrian crowding to be an impact.

The Proposed Project would not create any potentially hazardous conditions for people walking or interfere with accessibility of people walking to and from the Project Site and adjoining areas. Furthermore, the Proposed Project would decrease the proposed residential, retail, and office space, compared to the EIS/EIR Full Build Alternative assumptions for the Project Site, resulting in a net reduction in Proposed Project-generated trips. As such, the Proposed Project would not result in any new or more severe significant impacts on walking/accessibility compared with those identified in the Transbay EIS/EIR, and no mitigation measures are necessary.

Cumulative Conditions

Under cumulative conditions, traffic from people walking, bicycling, and driving on the surrounding street network would increase as a result of the Proposed Project, other development projects within the study area, and background growth elsewhere in the city and region. However, a general increase in traffic in and of itself would not be considered a potentially hazardous condition. Under cumulative conditions, land use

development within the Transbay Redevelopment Area would conform to the requirements of the Design for Development document, which was created to incorporate public improvements, including sidewalk widening, pedestrian-oriented alleyways, and public plazas, and account for the increased demand for pedestrian and bicycle facilities with the new Transbay Terminal and the new development throughout the Transbay Redevelopment Area.

Although not required, implementation of Improvement Measure I-TR-1 would reduce potential conflicts between freight and delivery service vehicles and people walking. Implementation of Improvement Measure I-TR-2 would reduce the potential for conflicts between vehicles accessing the proposed garage and people walking on Main Street. For these reasons, the Proposed Project in combination with cumulative projects would not create potentially hazardous conditions for people walking. Therefore, there would be a less-than-significant cumulative impact related to walking/accessibility.

Bicycles

Transbay EIS/EIR

A qualitative evaluation of bicycle conditions, particularly, the anticipated increase in bicycle activity with the EIS/EIR Project, was conducted as part of the Transbay EIS/EIR. Increases in bicycle volumes were developed using output from SF-CHAMP. This included additional riders from the Transbay Terminal, Caltrain extension, and the Transbay Redevelopment Plan. The Transbay EIS/EIR estimated that the Transbay Terminal and Transbay Redevelopment Plan could add up to 425 bicycle trips at the five intersections studied during the peak 15-minute window, compared to a total of 45 people bicycling in 2001. The Transbay EIS/EIR noted that there is no standard for determining bicycle LOS and concluded that the increase in bicycle volumes could be accommodated on area streets. No bicycling mitigation measures were identified.

Existing-plus-Project Conditions

The Proposed Project would add an on-street bicycle lane (class II) along the west side of Beale Street as well as the east side of Main Street, which would connect to a bicycle lane (class II) along Folsom Street. The Proposed Project would also provide a separated bicycle lane (class IV) along Howard Street that would connect the bicycle lanes along Beale Street and Main Street. The bicycle infrastructure proposed as part of the Proposed Project would provide dedicated space for bicyclists within the study area, which would reduce the potential for conflicts.

The Project Site would be near several roads that are on the City's Vision Zero High-Injury Network, including Fremont Street, one block southwest of the Project Site, and Folsom Street, west of Beale Street. Folsom Street is a bicycle route that connects inbound bicycle traffic from other parts of the city to the Project Site with continuous bicycle lanes (class II) east of Essex Street through to The Embarcadero. The Proposed Project's provision of connecting bicycle facilities on Beale and Main streets would reduce the potential conflicts for people bicycling to and from this portion of the high-injury network. People bicycling to the Project Site would be unlikely to use Fremont Street for access; they would most likely favor Main Street and Beale Street, which front the Project Site.

Vehicle and truck (i.e., commercial loading) traffic traveling to and from the Project Site would access the driveway and loading dock on Main Street and Beale Street, respectively. Both of these Proposed Project driveways would be on the left side of the street; bicycle facilities would be provided on the right side of each street, thereby limiting conflicts between the two modes at the vehicle access points. Implementation of Improvement Measure I-TR-1 would reduce the potential for conflicts between freight

and delivery service vehicles and people bicycling by requiring a visual warning device that would alert people bicycling when the loading dock is in use, employing a loading dock attendant to manage traffic flow, and requiring vehicles exceeding 30 feet in length to load in on-street zones on Howard, Main, or Tehama streets rather than in the loading dock.

Onsite class I bicycle parking would be provided in the Proposed Project's garage, which would require people bicycling to make a left turn from the proposed right-side bicycle lane (class II) on Main Street and cross two northbound vehicle lanes or dismount at Folsom Street or Howard Street and access the driveway from the sidewalk. All such maneuvers would be made from dedicated bicycle infrastructure. Within the Proposed Project driveway, people bicycling would share the ramp with motor vehicles and navigate the valet staging area. The vehicle speeds on the ramp and within the valet operations area would not pose potentially hazardous conditions. Because class II bicycle parking would be provided along the public right-of-way near each building entrance, people bicycling would access that parking by dismounting and walking on the sidewalk to the appropriate location. Implementation of Improvement Measure I-TR-2 would reduce the potential for conflicts between vehicles accessing the Proposed Project garage and people bicycling by ensuring that queues would not spill back onto the public right-of-way.

The Proposed Project's bicycle parking supply (556 class I spaces) was compared to the Design for Development requirements. That document requires the following:

- A minimum of 12 secure (i.e., class I) bicycle parking spaces in any garage, regardless of development intensity. This would result in 12 required class I spaces for the Proposed Project.
- One additional class I bicycle parking space for every four residential units. This would result in an additional 171 class I spaces for the Proposed Project.
- For non-residential uses, one additional bicycle parking space for every 10 off-street automobile parking spaces provided. None of the proposed vehicle parking would be provided for retail use; therefore, no additional class I bicycle parking would be required.

The total class I bicycle parking requirement for the Proposed Project would be 183 spaces based on the Design for Development document. The Proposed Project would exceed the class I bicycle parking requirement and provide three times the number of spaces required.

The Proposed Project would conform to the commercial and residential density envisioned in the Transbay Redevelopment Plan and would not create potentially hazardous conditions for people bicycling. Furthermore, the Proposed Project would decrease the proposed residential, retail, and office space, compared to the EIS/EIR Full Build Alternative assumptions for the Project Site, resulting in a net reduction in Proposed Project-generated. As such, the Proposed Project would not result in new or more severe impacts related to people bicycling than those identified in the Transbay EIS/EIR, and no mitigation measures are necessary.

Cumulative Conditions

Under cumulative conditions, traffic from people walking, bicycling, and driving on the surrounding street network would increase as a result of the Proposed Project, other development projects within the study area, and background growth elsewhere in the city and region. However, a general increase in traffic in and of itself would not be considered a potentially hazardous condition.

Under cumulative conditions, land use development within the Transbay Redevelopment Area would conform to the requirements of the Design for Development document, which was created to incorporate public improvements, including sidewalk widening, pedestrian-oriented alleyways, and public plazas, and account for the increased demand for pedestrian and bicycle facilities with the new Transbay Terminal and the new development throughout the Transbay Redevelopment Area.

With implementation of the Active Beale Street Project, the on-street bicycle lane (class II) along Beale Street would be replaced with a two-way separated bicycle lane (class IV) on the east side of the street, and a protected corner would be constructed at the southeast corner of the Howard Street/Beale Street intersection. As currently planned, the introduction of a separated two-way facility on Beale Street would improve bicycle circulation by providing more separation between people biking and people driving, a more direct north/south connection, and more options for travel between east/west bicycle facilities on Howard and Folsom streets. Although the effects of the Active Beale Street Project and the Soda plan will be subject to separate study and environmental review, it is anticipated that people biking through the Howard Street/Beale Street intersection would be provided more separation from motor vehicles compared with the existing-plus-project condition as a result of inclusion of a more substantial corner safety island.

The east side bicycle lane would introduce the potential for conflicts between people bicycling and trucks accessing the Proposed Project's loading dock. Truck drivers accessing the loading dock would be required to cross over a future two-way bicycle track, with people bicycling in both directions along the east side of Beale Street between Howard and Folsom streets, that would connect to a proposed bicycle lane on Howard Street. While trucks are reversing into the loading dock, drivers' ability to see people bicycling along Beale Street may be limited. Implementation of Improvement Measure I-TR-1 would reduce the potential for conflicts between freight and delivery service vehicles and people bicycling by requiring a visual warning device that would alert other right-of-way users when the loading dock is in use, employing a loading dock attendant to manage traffic flow, and requiring vehicles exceeding 30 feet in length to load in on-street zones on Howard, Main, or Tehama streets rather than in the loading dock.

The combination of the visual warning device provided at the loading dock to alert drivers and people bicycling and the low truck speeds needed to complete the turning maneuvers into and out of the loading dock would minimize potential hazards for people bicycling. In addition, coordination with the SFMTA, as part of the Proposed Project review process and as part of the Active Beale Street Project, would further reduce the potential for conflicts and minimize hazards for people bicycling. Implementation of Improvement Measure I-TR-2 would reduce the potential for conflicts between vehicles accessing the garage and people bicycling on Main Street by ensuring that queues would not spill back onto the public right-of-way.

For these reasons, the Proposed Project in combination with cumulative projects would not create potentially hazardous conditions for people bicycling. Therefore, there would be a less-than-significant cumulative impact related to bicycling.

Public Transit

Transbay EIS/EIR

For transit, the Transbay EIS/EIR focused on changes in operations for the bus lines that would serve the new Transbay Terminal, the capacity of the terminal facility, and changes in ridership with the extension

of Caltrain. With respect to the Transbay Redevelopment Plan component of the EIS/EIR Project, no quantitative analysis was conducted. In general, it was decided that new development as part of the Transbay Redevelopment Plan would result in increased transit usage, which would help defray the cost of the new transit facilities. The Transbay EIS/EIR estimated that Assessor's Block 3739 (Transbay Blocks 2, 3, and 4) would cause linked transit trips to increase by about 10,000 per day throughout the region. Because the projects at Assessor's Block 3739 would enhance transit connectivity, the Transbay EIS/EIR found no significant transit impacts, and no mitigation measures were identified.

Existing-plus-Project Conditions

The Proposed Project does not include any transit network features, such as modifications to transit service, operations, or amenities. There are no design features that would cause substantial delay for local or regional transit lines operating along streets fronting the Project Site.

Implementation of Improvement Measure I-TR-1 would reduce the potential for conflicts between freight and delivery service vehicles and transit by requiring a visual warning device that would alert transit vehicle drivers when the loading dock is in use, employing a loading dock attendant to manage traffic flow, and requiring vehicles exceeding 30 feet in length to load in on-street zones on Howard, Main or Tehama streets rather than in the loading dock. Implementation of Improvement Measure I-TR-2 would reduce the potential for conflicts between vehicles accessing the garage and transit vehicles on Main Street by ensuring that queues would not spill back onto the public right-of-way. Furthermore, the Proposed Project would decrease the residential, retail, and office space, compared to the EIS/EIR Full Build Alternative assumptions for the Project Site, resulting in a net reduction in Proposed Project-generated trips. As such, the Proposed Project would not result in new or more severe impacts related to transit than those identified in the Transbay EIS/EIR, and no mitigation measures are necessary.

Cumulative Conditions

Under cumulative conditions, there would be a general increase in the number of people riding transit as a result of the Proposed Project, other development projects within the study area, and background growth elsewhere in the city and region. Consistent with the Transbay EIS/EIR assessment, increases in transit ridership are a benefit rather than a potential impact, and the land use and transportation changes assumed to occur as part of cumulative conditions would not create potentially hazardous conditions for transit operations. Furthermore, implementation of Improvement Measure I-TR-1 would reduce the potential for conflicts between freight and delivery service vehicles and transit by requiring a visual warning device that would alert transit vehicle drivers when the loading dock is in use, employing a loading dock attendant to manage traffic flow, and requiring vehicles exceeding 30 feet in length to load in on-street zones on Howard, Main, or Tehama streets rather than in the loading dock. Implementation of Improvement Measure I-TR-2 would reduce the potential for conflicts between vehicles accessing the garage and transit vehicles on Main Street by ensuring that queues would not spill back onto the public right-of-way. In addition, the Proposed Project would decrease the residential, retail, and office space, compared to the EIS/EIR Full Build Alternative assumptions for the Project Site, resulting in a net reduction in Proposed Project-generated trips. As such, the Proposed Project in combination with cumulative projects would result in a less-than-significant cumulative impact related to public transit.

Emergency Access

Transbay EIS/EIR

The Transbay EIS/EIR did not find any significant impacts related to emergency vehicle access to the individual development parcels identified in the Transbay Redevelopment Plan. No mitigation measures to address impacts on emergency vehicle access were identified.

Existing-plus-Project Conditions

The Proposed Project would not include the introduction of physical impediments to emergency vehicle access. Rather, the Proposed Project's extension of Tehama Street could enhance emergency vehicle access. Consistent with the Design for Development, the Proposed Project would include lane restriping to reduce the total lane count. The number of lanes would be reduced from four to two along Howard Street, three to two along Main Street, and three to two along Beale Street. These changes would constitute a reduction in total number of vehicle travel lanes. Some of the reallocation would not serve general mixed-flow traffic but would still provide for emergency vehicle access needs. On Main Street, a portion of the cross-section reallocation would be dedicated to an on-street bike lane (class II), which would still be available roadway space and help serve emergency vehicle access needs. On Beale Street, the curbside casual carpool lane could also be used to serve emergency vehicle needs.

Buildings would be accessible from frontages along four streets (Howard, Tehama, Main, and Beale streets) and designed to meet building code standards for egress and emergency vehicle access. The streetscape designs are being evaluated in consultation with the SFMTA and the San Francisco Fire Department to determine emergency vehicle access needs.

Implementation of Improvement Measure I-TR-1 would reduce the potential for conflicts between freight and delivery service vehicles and emergency access by employing a loading dock attendant to manage traffic flow. Implementation of Improvement Measure I-TR-2 would reduce the potential for conflicts between vehicles accessing the garage and emergency vehicles on Main Street by ensuring that queues would not spill back onto the public right-of-way. Furthermore, the Proposed Project would conform to the development density specified in the Transbay Redevelopment Plan and decrease the residential, retail, and office space, compared to the EIS/EIR Full Build Alternative assumptions for the Project Site, resulting in a net reduction in Proposed Project-generated trips and a reduction in demand for emergency services. As such, the Proposed Project would not result in new or more severe impacts related to emergency vehicle access, and no mitigation measures are necessary.

Cumulative Conditions

Under cumulative conditions, traffic from people walking, bicycling, and driving on the surrounding street network would increase as a result of the Proposed Project, other development projects within the study area, and background growth elsewhere in the city and region. However, a general increase in traffic in and of itself would not be considered a potentially hazardous condition.

Under cumulative conditions, with implementation of the Active Beale Street Project, the on-street bicycle lane (class II) along Beale Street would be replaced with a two-way separated bicycle lane (class IV) on the east side of the street, and a protected intersection corner would be constructed on the southeast corner of the Howard Street/Beale Street intersection. As currently planned, this shift in bicycle lane location would not reduce roadway capacity or prohibit emergency vehicle access. The proposed streetscape designs are being evaluated in consultation with the SFMTA and the San Francisco Fire Department to assess

emergency vehicle access needs, including design detail recommendations, and ensure that emergency vehicle access can be maintained with the proposed bicycle lane and corner safety islands on Beale and Howard streets.

Although there would be a general increase in vehicle traffic from cumulative development projects, prior to finalizing the design and dimensions of any proposed transportation network changes, fire department and police department personnel would review and approve the streetscape modifications, as required, to ensure emergency vehicle access is acceptable. As a result, cumulative development and transportation projects are not expected to inhibit emergency access to the Project Site or materially affect emergency vehicle response. Implementation of Improvement Measure I-TR-1 would reduce the potential for conflicts between freight and delivery service vehicles and emergency access by employing a loading dock attendant to manage traffic flow. Implementation of Improvement Measure I-TR-2 would reduce the potential for conflicts between vehicles accessing the garage and emergency vehicles on Main Street by ensuring that queues would not spill back onto the public right-of-way. For these reasons, the Proposed Project in combination with cumulative projects would result in a less-than-significant cumulative impact related to emergency access.

Loading

Transbay EIS/EIR

The Transbay EIS/EIR did not identify any significant impacts related to commercial or passenger loading associated with the Transbay Redevelopment Plan. No mitigation measures to address impacts on commercial or passenger loading were identified.

Existing-plus-Project Conditions

The Proposed Project would include an off-street loading dock along Beale Street, with two spaces serving SU-30 trucks and smaller from a 24-foot-wide curb cut and driveway. Additional proposed locations for commercial and passenger loading include the nine spaces along Tehama Street, including two accessible spaces with curb ramps; two spaces along Main Street north of the garage driveway; and six spaces along the Project Site side of Howard Street. Loading/unloading zones would be located near building entrances.

Commercial (Freight and Delivery Service) Loading. Based on the travel demand estimates, the Proposed Project would generate demand for four commercial loading spaces in the midday peak hour of commercial loading. The analysis assumes that deliveries would occur primarily from standard box trucks, which are between 30 and 35 feet in length. That demand would be met by the combination of the off-street loading dock (two spaces) and the on-street loading spaces to be provided (340 linear feet of curb along Tehama, Main, and Howard streets on the Project Site frontage). The number of commercial versus passenger loading spaces has not yet been determined and would be subject to SFMTA review and approval. Commercial loading activity would be generated primarily by the retail land uses fronting Howard, Beale, and Main streets; therefore, the spaces along those streets nearest the retail building entrances would be the appropriate locations for designated commercial loading spaces.

This analysis assumes that at least 100 linear feet of the 340 total linear feet would be designated for commercial loading, and the peak commercial loading demand for four freight loading spaces would be met. Furthermore, implementation of Improvement Measure I-TR-1 would reduce the potential for conflicts between freight and delivery service vehicles and transit by employing a loading dock attendant to manage traffic flow and requiring vehicles exceeding 30 feet in length to load in on-street zones on

Howard, Main, or Tehama streets rather than in the loading dock. Furthermore, the Proposed Project would decrease the proposed residential, retail, and office space, compared to the EIS/EIR Full Build Alternative assumptions for the Project Site, resulting in a net reduction in Proposed Project-generated trips. As such, the Proposed Project would not result in any new or substantially more severe significant impacts with respect to commercial loading, and no mitigation measures are necessary.

Passenger Loading. Based on the travel demand estimates, the Proposed Project would generate demand for two passenger loading spaces (approximately 40 linear feet) during any one minute during the peak 15 minutes of the average peak period (one space, or 20 linear feet, of demand associated with both the residential and restaurant use). The proposed 340 total linear feet of passenger and commercial loading supply (approximately 17 spaces) along Tehama (180 linear feet), Main (40 linear feet), and Howard (120 linear feet) streets would serve this level of demand. Although the distribution of commercial versus passenger loading supply along these streets has not yet been determined, 17 spaces (340 linear feet) would adequately serve both needs. The nine spaces (180 linear feet) proposed on the north side of Tehama Street would be located along a one-way westbound street that would be extended as part of the Proposed Project. Two of these nine loading spaces would be accessible spaces with curb ramps. The two spaces along the west side of Main Street would be located within a 40-foot-long bulb-in, thereby minimizing the potential for conflicts with other road users and modes. The six spaces (120 linear feet) proposed on Howard Street would be provided along the south side of the roadway, in front of the Proposed Project.

The supply and siting of on-street loading spaces would meet passenger loading needs at the most convenient location and avoid any significant impacts. Furthermore, the Proposed Project would decrease the residential, retail, and office space, compared to the EIS/EIR Full Build Alternative assumptions for the Project Site, resulting in a net reduction in Proposed Project-generated trips and passenger loading demand. The Proposed Project would not result in any new or substantially more severe significant impacts with respect to passenger loading, and no mitigation measures are necessary.

Cumulative Conditions

Under cumulative conditions, freight and passenger loading activity on the surrounding street network would increase as a result of development projects within the study area. Commercial loading demand is typically hyperlocal, confined to the block faces of the buildings being served. Freight and passenger loading demand generated by cumulative development projects would not be anticipated to use the on-site freight loading dock or on-street freight and passenger loading spaces. However, if cumulative loading demand does increase on the block with the Proposed Project, the supply of on-street loading spaces (up to 17 total spaces, or 340 linear feet) would be enough to support increases in demand under cumulative conditions.

Under cumulative conditions, the on-street bicycle lane (class II) along Beale Street would be replaced with a two-way separated bicycle lane (class IV) on the east side of the street. As currently planned, the introduction of vertical separation between the bicycle lane and the vehicle travel lane would limit the ability of trucks to conveniently complete turning movements into and out of the loading dock. The effects of the Active Beale Street Project and Soda plan will be subject to separate study and environmental review. Further coordination with the SFMTA, as part of this review process and as part of the Active Beale Street Project, will include design detail recommendations to reduce the potential for conflicts and minimize potential hazards associated with commercial loading activities.

Implementation of Improvement Measure I-TR-1 would reduce the potential for conflicts between freight and delivery service vehicles and transit by employing a loading dock attendant to manage traffic flow and requiring vehicles exceeding 30 feet in length to load in on-street zones on Howard, Main, or Tehama streets rather than in the loading dock. The Proposed Project would decrease the residential, retail, and office space, compared to the EIS/EIR Full Build Alternative assumptions for the Project Site, resulting in a net reduction in Proposed Project-generated trips. For these reasons, the Proposed Project in combination with cumulative projects would have less-than-significant cumulative impacts related to loading.

WIND

Transbay EIS/EIR

A wind tunnel test was performed for the Transbay EIS/EIR, using conservative assumptions for the buildings that would be constructed in accordance with the land use program on the redevelopment parcels, including Block 4. The land use program ultimately adopted for the Block 4 site as part of the Transbay Redevelopment Plan included a maximum tower height of 450 feet, which was included in the wind tunnel test. Wind speeds were modeled at 69 locations throughout the Transbay Redevelopment Area, including four locations at the Project Site. The full build alternative modeling resulted in nine locations exceeding the comfort criterion (ground-level speeds in excess of 11 mph) and one location exceeding the hazard criterion (ground-level wind speeds in excess of 26 mph). The Reduced Scope Alternative modeling resulted in seven locations exceeding the comfort criterion and one location exceeding the hazard criterion. None of the comfort criterion or hazard criterion exceedances were located on Block 4 or adjacent blocks. For the purposes of CEQA, only exceedances of the hazard criterion are considered significant impacts.

To address the modeled hazard criterion exceedances, the Transbay EIS/EIR included a mitigation measure that required wind tunnel testing to be performed for all subsequent individual development projects proposed within the Transbay Redevelopment Area. If any exceedances of the hazard criterion occurred, design modifications or other mitigation measures would be required to mitigate or eliminate the exceedances.

Proposed Project and Cumulative Conditions

A wind tunnel test was performed for the Proposed Project, with conclusions outlined in the wind tunnel report summarized below and included in Appendix B.²⁰ The test modeled the proposed massing with a 550-foot tower (511 feet plus 39 feet for screening of mechanical equipment) with a 175-foot-tall podium and a 65-foot-tall townhouse building.²¹ Three scenarios were examined:

- (1) Existing Conditions
- (2) Existing Conditions plus Proposed Project
- (3) Cumulative Conditions plus Proposed Project

²⁰ CPP, Inc., *Pedestrian-Level Winds Report: Wind Tunnel Tests for Transbay Block 4*, July 14, 2020.

²¹ Regarding the “massing changes” to the Proposed Project, the massing itself has not changed relative to the massing evaluated in CPP’s assessment; the methodology for measuring building height has since changed resulting in minor shifts in height (all less than 5 feet) to the proposed buildings.

The cumulative conditions included buildings that are not yet approved or completed that have been added to the Proposed Project configuration, such as high-rise developments studied in the Transbay EIS/EIR. As shown in Table 7, below, wind speeds were modeled at 48 to 50 test points on and near the Project Site. Test points were selected to sample an area that is larger than the area within which wind speeds may be adversely affected by the Proposed Project. The measurement points were chosen to determine the degree of pedestrian comfort or discomfort at locations where relatively severe conditions are frequently found, such as at building corners, near entrances, on adjacent sidewalks with heavy pedestrian traffic, and in open plaza areas. All measurements were made without landscaping in place; therefore, the results may be considered representative of worst-case conditions, as required by the Planning Department. The addition of landscaping features is likely to reduce wind speeds in some locations.

The wind tunnel test assumed the Proposed Project would include a 550-foot tower (511 feet plus 39 feet for screening of mechanical equipment) with a 175-foot-tall podium and a 65-foot-tall townhouse building. Subsequent to the preparation of the wind tunnel test, the methodology used to measure the building heights was clarified, the cumulative conditions changed to include additional developments, and revisions to the massing of the potential development at Block 2. These minor clarifications and revisions to the cumulative conditions were evaluated (refer to Appendix B) and it was determined that there are no changes required to the conclusions in the wind tunnel test.²²

Table 7. Overview of Wind Comfort and Hazard Criterion Exceedances for the EIS/EIR Full Build Alternative and Reduced Scope Alternative Compared to Proposed Project

Wind Study Scenario	Number of Test Points Studied	Comfort Criterion Exceedances	Hazard Criterion Exceedances
<i>EIS/EIR^a</i>			
Full Build Alternative	69	9	1
Reduced Scope Alternative	69	7	1
<i>Proposed Project^b</i>			
Existing Configuration Conditions	48	14	none
Project Configuration Conditions	50	16	none
Cumulative Configuration Conditions	50	6	none
Sources:			
a. Federal Transit Administration/City and County of San Francisco, 2004.			
b. CPP, Inc., <i>Pedestrian-Level Winds Report: Wind Tunnel Tests for Transbay Block 4</i> , July 14, 2020. CPP, Inc., <i>Potential Model Changes and Expected Impact on Previous Wind Tunnel Test Results for Transbay Block 4</i> , May 5, 2020. CPP, Inc., <i>Massing and Cumulative Building Changes and Expected Impact for Transbay Block 4 Redevelopment</i> , June 7, 2022.			

²² CPP, Inc., *Potential Model Changes and Expected Impact on Previous Wind Tunnel Test Results for Transbay Block 4*, May 5, 2020. CPP, Inc., *Massing and Cumulative Building Changes and Expected Impact for Transbay Block 4 Redevelopment*, June 7, 2022.

Wind Comfort

The EIS/EIR included analysis of the [Project] based on pedestrian comfort criteria established in Planning Code section 148, *Reduction of Ground-level Wind Currents in C-3 Districts*, which call for equivalent wind speeds of 7 mph in public seating areas and 11 mph in areas of substantial pedestrian use not to be exceeded more than 10 percent of the time year-round between 7 a.m. and 6 p.m. The comfort criteria are not used to determine whether a proposed project would result in a significant wind impact under CEQA. The following discussion is provided for informational purposes only.

Exceedances of the comfort criteria were found at 14 locations under existing conditions. With implementation of the Proposed Project, exceedances of the comfort criteria would increase with the addition of two locations, for a total of 16 locations, but decrease to six locations under cumulative conditions. All locations along Folsom Street, between Main Street and Spear Street, exceed the comfort criteria in the existing configuration. The addition of the Proposed Project would not change the comfort rating at these locations; however, the cumulative configuration provides shelter for some of these locations and eliminates eight comfort exceedances compared with the existing configuration.

Wind Hazards

The EIS/EIR established the wind hazard criterion, as stated in the planning code, as the threshold of significance for environmental impact associated with wind. The criterion is based on wind speeds that are averaged hourly. When based on one-minute averages, as is the case for the comfort criteria, this criterion is increased to 36 mph.²³ The test results for hazardous winds prepared for the Proposed Project used the one-minute average of 36 mph for the wind hazard criterion. No exceedances of the hazard criterion were found under existing conditions, with the Proposed Project, or under the cumulative scenarios. Therefore, no design modification of the Proposed Project, in accordance with the Transbay EIS/EIR wind mitigation measure, would be required. The wind impacts of the Proposed Project would be less than significant.

Based on the analysis in the wind report for the Proposed Project, although the height of the proposed tower would increase compared to what was analyzed in the Transbay EIS/EIR, no significant wind impacts would occur. No new mitigation measures are necessary.

SHADOW

Transbay EIS/EIR

The EIS/EIR included a shadow analysis performed in accordance with CEQA and Planning Code section 295. The methodology analyzes the potential shadow impacts of the Proposed Project on public parks and open spaces as a percentage of theoretical annual available sunlight (TAAS) consumed. TAAS is a measure of the square-foot-hours (sfh) of sunlight that would theoretically be available at a given park or open space during a typical year, assuming that it is sunny during all daylight hours. The first hour of the day after sunrise and the last hour before sunset are excluded from TAAS calculations.

²³ Arens, E., D. Ballanti, C. Bennett, S. Guldman, and B. White, *Developing the San Francisco Wind Ordinance and Its Guidelines for Compliance*, 1989, in *Building and Environment*, Volume 24, No. 4, pp. 297–303.

The EIS/EIR shadow analysis found that the Transbay Terminal and development under the Transbay Redevelopment Plan would not cast shadow on any parks or open spaces subject to section 295.²⁴ Other public parks and open spaces not subject to section 295 were also evaluated for potential impacts under CEQA. In San Francisco, a significant shadow impact would occur under CEQA if a project were to create new shadow in a manner that would substantially affect outdoor recreation facilities or other public areas.²⁵ The EIS/EIR indicated that some publicly accessible open spaces would see a reduction in sunlight during certain periods of the day and year, but that additional shading would not amount to a significant impact requiring mitigation measures. The EIS/EIR required all subsequent development projects in the Transbay Redevelopment Area to undergo a shadow analysis.

Proposed Project and Cumulative Conditions

In accordance with the requirements of the EIS/EIR, a shadow analysis was prepared for the Proposed Project (Appendix C).²⁶ Throughout the analysis, a comparison is made between three shadow-casting scenarios:

- *Existing Conditions:* The shadows cast by existing and anticipated structures in the San Francisco downtown area.
- *DCDG-Compliant Massing:* The additional shadows, relative to existing conditions, that would be cast by Block 4 development that would comply with the current Transbay Redevelopment Plan, the Transbay Design for Development, and the DCDG massing controls previously approved for the site under Transbay Redevelopment Plan legislation. This scenario is consistent with the scenario analyzed in the EIS/EIR.
- *Proposed Project:* The additional shadows, relative to existing conditions, that would be cast by the Proposed Project.

An initial shadow fan analysis prepared for the Proposed Project identified two existing publicly owned open spaces that might be affected by the Proposed Project. These are the recently opened Salesforce Park and the diamond-shaped Rincon Park, which lies between The Embarcadero and the Bayfront Trail. In addition, the analysis included an evaluation of potential shadow on seven smaller, neighboring privately

²⁴ Section 295 of the planning code applies only to public parks and open spaces that are under the jurisdiction of the San Francisco Recreation and Park Commission.

²⁵ Prior to 2019, the CEQA significance criterion for shadow was similar to the criterion used under Planning Code Section 295 to determine if net new project shadow would have an adverse impact on the use of any property under the jurisdiction of the San Francisco Recreation and Park Commission. The Section 295 criterion includes the consideration of the quantity of net new project shadow (i.e., the number of square-foot-hours of shadow expressed as a percentage of the total amount of annual sunlight on the affected park[s]). In 2019, the San Francisco Planning Department revised the CEQA significance criterion for shadow to focus less on the quantitative aspect of analyzing shadow impacts under Section 295. Under the revised CEQA significance criterion, a project would result in a significant shadow impact if it would create new shadow that would substantially and adversely affect the use and enjoyment of publicly accessible open spaces. OCII acknowledges and accepts the use of the revised CEQA significance criterion for the analysis of the Proposed Project's shadow impact. For consistency with prior addenda to the EIS/EIR, quantitative information regarding the Proposed Project's shadow is included in this analysis.

²⁶ Fastcast. 2022. *Shadow Analysis Report – Block 4 San Francisco, CA*. June 2022.

owned public open spaces (POPOS),²⁷ including Spear Street Terrace, Howard Fremont Plaza, Main Street Plaza, 201 Mission, Salesforce Plaza, Urban Park, and 50 Beale Plaza. The future Block 3 publicly owned open space, Transbay Block 3 Park, is also discussed for informational purposes.

For each of the 10 identified open spaces, a baseline value was calculated that represents the highest theoretical amount of sunlight that each of these open spaces would receive if there were no structures casting shadows on them. This baseline maximum value is referred to as the TAAS, expressed in sfh of sunlight. The TAAS is calculated by multiplying the area of the park/open space by the total number of annual hours that fall between one hour after sunrise and one hour before sunset. Comparing the existing shadow, future shadow, and TAAS values to each other (all expressed in sfh) provides a quantitative summary of key shadow impacts. Table 8 and Table 9, below, summarize the TAAS (shown as a percentage), comparing shadows from existing buildings, existing buildings plus the DCDG-Compliant Massing, and the Proposed Project.

The shadow analysis for the Proposed Project included qualitative impacts on the affected spaces, based on (1) the nature of existing shadow profiles, (2) size and duration of existing versus potential new shadows, and (3) whether or not the identified new shadows could be considered adverse to the quality of observed and established usage. These observations follow the prescribed method in CEQA for characterizing environmental impacts associated with increased shading. These include the shadow characteristics (size, duration, and location of new shadows) as well as the relative importance of sunlight for the identified activity (time of day and year and location for new shadows versus observed open space use).

This section analyzes the net increase of shadows from the Proposed Project (maximum building height at the Project Site at 513 feet) compared to both the DCDG-Compliant Massing scenario (maximum building height at the Project Site at 450 feet, i.e. the scenario analyzed in the EIS/EIR) and, for informational purposes, existing conditions.

Table 8. Shadows on Affected Publicly Owned Open Spaces

	Salesforce Park	Rincon Park	Transbay Block 3 Park (Future)
Total Shadow from Existing Buildings	49.27%	30.61%	47.46%
<i>Existing Buildings plus DCDG-Compliant Massing</i>			
Total Shadow from Existing Buildings plus DCDG-Compliant Massing	49.29%	30.67%	47.47%
Increase Due to DCDG-Compliant Massing Using Existing Baseline	0.02%	0.06%	0.01%
<i>Existing Buildings + Proposed Project</i>			

²⁷ The San Francisco General Plan Recreation and Open Space Element characterizes privately owned public open spaces in the denser neighborhoods of the city as "...a critical strategy to promote livability and provide much-needed spaces for relaxation, enjoyment of greenery, and socializing with others." Although these spaces are not subject to the provisions of section 295 of the planning code, the recreation and open space element is clear in that protecting sunlight access to these spaces, especially in the areas and times of highest use, should be a high priority for City officials and private groups.

Total Shadow from Existing Buildings plus Proposed Project	49.30%	30.74%	47.51%
Increase Due to Proposed Project Using Existing Baseline	0.03%	0.13%	0.05%
<i>DCDG-Compliant Massing Compared to Proposed Project</i>			
Additional Increase Due to Proposed Project Beyond Increase Due to DCDG-Compliant Massing	0.01%	0.07%	0.04%
Source: Fastcast, 2022.			

Table 9. Shadows on Affected Privately Owned Public Open Spaces

	Spear Street Terrace	Howard/Fremont Plaza	Main Street Plaza	201 Mission	Salesforce Plaza	Urban Park	50 Beale Plaza
Total Shadow from Existing Buildings	78.14%	84.68%	65.06%	65.81%	89.46%	53.05%	95.03%
<i>Existing Buildings plus DCDG-Compliant Massing</i>							
Total Shadow from Existing Buildings plus DCDG-Compliant Massing	78.30%	84.74%	68.26%	67.44%	89.47%	64.14%	95.11%
Increase Due to DCDG-Compliant Massing Using Existing Baseline	0.16%	0.06%	3.20%	1.63%	0.01%	11.09%	0.08%
<i>Existing Buildings + Proposed Project</i>							
Total Shadow from Existing Buildings plus Proposed Project	78.45%	85.04%	69.10%	67.69%	89.48%	65.02%	95.13%
Increase Due to Proposed Project Using Existing Baseline	0.31%	0.36%	4.04%	1.88%	0.02%	11.97%	0.10%
<i>DCDG-Compliant Massing Compared to Proposed Project</i>							
Additional Increase Due to Proposed Project Beyond Increase Due to DCDG-Compliant Massing	0.15%	0.30%	0.84%	0.25%	0.01%	0.88%	0.02%
Source: Fastcast, 2022.							

Salesforce Park

Salesforce Park is a 208,072-square-foot (4.78-acre) publicly accessible park located on the roof of the Salesforce Transit Center. The 1,400-foot-long elevated park features a variety of activities and amenities, including gardens, trails, open grass areas, children's play areas, an outdoor amphitheater, as well as space for a future restaurant. The children's play areas are in the central and southwestern portions of the park, and the outdoor amphitheater is in the southwest portion of the park. Salesforce Park is used extensively throughout the day during the week. It is not as busy but still experiences substantial use on weekends.

The DCDG-Compliant Massing would contribute 125,414 sfh (0.02 percent) of new shading approximately four months of the year (mid-April to mid-August). The daily duration of net new shadow on the park under this scenario would range from less than 1 minute to a maximum of 51 minutes, with the average daily duration being about 33 minutes. In comparison, the Proposed Project would contribute 199,311 sfh (0.03 percent) new shading approximately eight months of the year (early January to early March, mid-April to mid-August, and early October to early December). The daily duration of net new Proposed Project shadow would range from less than 1 minute to a maximum of 1 hour and 16 minutes, with the average daily duration being about 44 minutes.

Both the DCDG-Compliant Massing and the Proposed Project would shadow Salesforce Park in the morning, affecting some areas with fixed seating in the northeastern end of the park. Shadow from both scenarios would move off the park around 8:45 a.m. to 9:00 a.m. and would not occur during the middle of the day when many nearby office workers might use the park during their lunch breaks.

The building height increase due to the Proposed Project would result in a net increase in shadow of 0.03 percent compared to existing conditions, and a net increase of 0.01 percent compared to the DCDG-Compliant Massing analyzed in the EIS/EIR. Given the limited duration of shadow and the limited area of the park that would be affected, shadow from the Proposed Project would not substantially and adversely affect the public's use and enjoyment of the park. Therefore, the Proposed Project's shadow impact on Salesforce Park would be less than significant, and no mitigation measures are necessary.

Rincon Park

Rincon Park is an urban diamond-shaped waterfront open space sited between the Embarcadero and the Bay Front Trail just south of the western Bay Bridge anchorage. The park features inviting expanses of lawn, canted and oriented to provide maximum views to the bay. The lawns are edged with a series of low seat walls. Tucked within and between the seat walls are shrub and perennial plantings native to California and coastal areas. Dominating the mounded landform is the Cupid's Span sculpture. Rincon Park is heavily used throughout the day both during the week and on weekends. The park is used for passive recreation (e.g., smoking, informal socializing, eating during lunch breaks, sunbathing). Although the park does not feature any active recreation facilities, cyclists and runners often pass through the park; the eastern boundary of the park abuts the San Francisco Bay Trail.

The DCDG-Compliant Massing would contribute 279,239 sfh (0.06 percent) of new shading approximately 9 months of the year (mid-April to early May, early August to mid-August, and late August to early April). The daily duration of net new shadow on the park under this scenario would range from less than 1 minute to a maximum of 1 hour, with an average daily duration of about 33 minutes. By comparison, the Proposed Project would contribute 607,662 sfh (0.13 percent) of new shading 10 months of the year, between early August and early May. The daily duration of net new shadow from the Proposed Project on the park would range from less than 1 minute to a maximum of 1 hour and 15 minutes, with an average duration of about 43 minutes.

Both the DCDG-Compliant Massing and the Proposed Project would shadow the park in the afternoon and early evening. Compared to shadow from the DCDG-Compliant Massing, shadow from the Proposed Project would be very similar in time of occurrence, duration, and location. Like the DCDG-Compliant Massing, the Proposed Project would not cast net new shadow on the park before 2:30 p.m. on any day of the year. Shadow from the Proposed Project would not occur during the morning and early afternoon when the park is heavily used. Shadow from the Proposed Project would occur during the afternoon and early evening when much of the park is already shadowed by existing buildings and activity levels within the park have decreased substantially.

The building height increase due to the Proposed Project would result in a net increase of 0.13 percent compared to existing conditions, and 0.07 percent compared to the DCDG-Compliant Massing analyzed in the EIS/EIR. The additional shadow from the Proposed Project is not expected to substantially and adversely affect the public's use and enjoyment of the park. Therefore, Proposed Project's shadow impact on Rincon Park would be less than significant, and no mitigation measures are necessary.

Spear Street Terrace (POPOS)

Spear Street Terrace is a 31,716-square-foot (0.73-acre) publicly accessible private open space in the Financial District of San Francisco (Assessor's Block 3741/Lot 032). The plaza is northwest of 2 Folsom Street; the "panhandle" portion is between a parking structure to the northeast and the 201 Spear Street building to the southwest. Access to the plaza is via Steuart Street to the northeast and Spear Street to the southwest as well as a narrower "panhandle" pedestrian passageway from Howard Street to the northwest. Spear Street Terrace is used primarily for passive activity by nearby office workers and as a pedestrian passage between Spear, Howard, and Steuart streets. The plaza experiences its maximum use around lunchtime.

The DCDG-Compliant Massing would contribute 185,116 sfh (0.16 percent) of new shading approximately 4.5 months of the year (late February to early May and early August to mid-October). The daily duration of net new shadow on the park under this scenario would range from less than 1 minute to a maximum of 1 hour and 15 minutes, with the average daily duration being about 50 minutes. By comparison, the Proposed Project would contribute 371,002 sfh (0.31 percent) of new shading approximately six months of the year (early February to early May and early August to early November). With the Proposed Project, the daily duration of net new shadow on the park would range from less than 1 minute to a maximum of 1 hour and 15 minutes, with the average daily duration being about 49 minutes.

Both the DCDG-Compliant Massing and the Proposed Project would shadow the plaza in the afternoon. Shadow from the Proposed Project would occur on the plaza for more days of the year (early February to early May and early August to early November) than shadow from the DCDG-Compliant Massing (late February to early May and early August to mid-October). From mid-August until early October, the Proposed Project would cast a larger shadow on the southwest (Spear Street) entrance to the plaza than the DCDG-

Compliant Massing. Shadow from the Proposed Project would not reach the plaza before 2:45 p.m. and would not occur during the plaza's period of maximum use (11:00 a.m. to 1:00 p.m. for nearby workers' lunch breaks).

The building height increase due to the Proposed Project would result in a net increase of 0.31 percent compared to existing conditions, and 0.15 percent compared to the DCDG-Compliant Massing analyzed in the EIS/EIR. Net new shadow from the Proposed Project would not substantially and adversely affect the public's use and enjoyment of the park. The Proposed Project's shadow impact on Spear Street Terrace would be less than significant, and no mitigation measures are necessary.

Howard/Fremont Plaza (POPOS)

Howard Fremont plaza is an 8,724-square-foot (0.20-acre) urban open space located in the Financial District of San Francisco on Assessor's Blocks 3738/Lots 016 and 017. The T-shaped open space is framed by high rises on the northwest and east and the 50-foot-tall 342 Howard Street Tower Project at the corner of Howard Street and Fremont Street. Howard Fremont Plaza attracts a high number of visitors during lunchtime, including many nearby office workers.

The DCDG-Compliant Massing would contribute 19,471 sfh (0.06 percent) of new shading approximately 4.5 months of the year (early April to mid-April, late April to mid-August, and late August to early September). The daily duration of net new shadow on the park under this scenario would range from 1 minute to a maximum of 30 minutes, with the average daily duration being about 21 minutes. In comparison, the Proposed Project would contribute 117,410 sfh (0.36 percent) of new shading approximately five months of the year (early April to early September). With the Proposed Project, the daily duration of net new shadow on the park would range from 1 minute to a maximum of 1 hour and 45 minutes, with the average daily duration being about 1 hour and 6 minutes.

Both the DCDG-Compliant Massing and the Proposed Project would shadow the southeast (Howard Street) entrance of the plaza during the morning from mid-April until late August. From early May until early August, shadow from the Proposed Project would occur for a longer duration each day than shadow from the DCDG-Compliant Massing (an average of 90 minutes compared to an average of 15 to 30 minutes). Shadow from the Proposed Project would move off the plaza by 9:15 a.m. and would not occur during the plaza's period of maximum use (11:00 a.m. to 1:00 p.m. for nearby workers' lunch breaks).

The building height increase due to the Proposed Project would result in a net increase of 0.36 percent compared to existing conditions, and 0.30 percent compared to the DCDG-Compliant Massing analyzed in the EIS/EIR. Net new shadow from the Proposed Project would not substantially and adversely affect the public's use and enjoyment of the park. The Proposed Project's shadow impact on Howard/Fremont Plaza would be less than significant, and no mitigation measures are necessary.

Main Street Plaza (POPOS)

Main Street Plaza has 4,657 square feet (0.11 acre) of publicly accessible urban open space in the Financial District of San Francisco on Assessor's Block 3740/Lots 033 and 034. The Main Street entry of the plaza, which benefits from a sunny exposure, has two concrete benches, three planters that double as seating along the edges, and modest landscaping. At the eastern edge of the plaza is an expansive fenced play lot for children. Main Street Plaza is used primarily for passive activity by nearby office workers and as a pedestrian passage between Main and Spear streets. The plaza experiences its maximum use around lunchtime.

The DCDG-Compliant Massing would contribute 554,982 sfh (3.20 percent) of new shading during all 12 months of the year. The daily duration of net new shadow on the park under this scenario would range from less than 1 minute to a maximum of 2 hours and 15 minutes, with the average daily duration being about 1 hour and 8 minutes. In comparison, the Proposed Project would contribute 700,136 sfh (4.04 percent) of new shading during all 12 months of the year. With the Proposed Project, the daily duration of net new shadow on the park would range from less than 1 minute to a maximum of 2 hours and 30 minutes, with the average daily duration being about 1 hour and 21 minutes.

Both the DCDG-Compliant Massing and the Proposed Project would shadow the southwest (Main Street) entrance of the plaza during the afternoon throughout the year. From late September until mid-March, shadow from the Proposed Project would reach the plaza about 15 to 30 minutes earlier than shadow from the DCDG-Compliant Massing, but this would occur after 2:00 p.m. Therefore, shadow from the Proposed Project would not occur during the plaza's period of maximum use (11:00 a.m. to 1:00 p.m. for nearby workers' lunch breaks).

The building height increase due to the Proposed Project would result in a net increase of 4.04 percent compared to existing conditions, and 0.84 percent compared to the DCDG-Compliant Massing analyzed in the EIS/EIR. Net new shadow from the Proposed Project would not substantially and adversely affect the public's use and enjoyment of the park. The Proposed Project's shadow impact on Main Street Plaza would be less than significant, and no mitigation measures are necessary.

201 Mission (POPOS)

The 0.31-acre parcel at 201 Mission is a lunch and break space with a surplus of movable seating and dining, buffered from Beale Street by dense planting. The open space at 201 Mission Street is presumed to be used primarily for passive activity by nearby office workers.²⁸ Given its proximity to high rise office buildings, the open space likely experiences its heaviest use around lunchtime.

The DCDG-Compliant Massing would contribute 825,497 sfh (1.63 percent) of new shading more than 11 months of the year, from late December to mid-December. The daily duration of net new shadow on the park under this scenario would range from less than one minute to a maximum of 6 hours and 45 minutes, with the average daily duration being about 3 hours and 41 minutes. In comparison, the Proposed Project would contribute 948,754 sfh (1.88 percent) of new shading almost nine months of the year, from early January to mid-May and from late July to early December. With the Proposed Project, the daily duration of net new shadow on the park would range from less than one minute to a maximum of 1 hour and 45 minutes, with the average daily duration being about 1 hour and 9 minutes.

Both the DCDG-Compliant Massing and the Proposed Project would shadow the open space in the morning before 9:15 a.m., with shadow from the Proposed Project lasting about 30 minutes longer per day from mid-November until late January. Shadow from the Proposed Project would not occur during the open space's presumed period of maximum use (11:00 a.m. to 1:00 p.m. for nearby workers' lunch breaks).

The building height increase due to the Proposed Project would result in a net increase of 1.88 percent compared to existing conditions, and 0.25 percent compared to the DCDG-Compliant Massing analyzed in the EIS/EIR. Net new shadow from the Proposed Project would not substantially and adversely affect the

²⁸ Due to an indefinite citywide shelter-in-place order effective March 17, 2020, observations of this open space were not possible at the time that this analysis was prepared.

public's use and enjoyment of the park. The Proposed Project's shadow impact on the 201 Mission open space would be less than significant, and no mitigation measures are necessary.

Salesforce Plaza (POPOS)

Salesforce Plaza, an open hardscape area at the southern corner of Mission and Fremont streets, is framed by Salesforce Tower to the southwest and Salesforce Transit Center to the southeast. Salesforce Plaza is used primarily by pedestrians while en route to Salesforce Transit Center or the high-rise office buildings and businesses in the area. It is also the location of the cable car that ferries pedestrians to the elevated Salesforce Park. The plaza contains a small amount of fixed seating and landscaping in the northern corner of the site, adjacent to the cable car. The use of the plaza for purposes other than pedestrian access to and from the Salesforce Transit Center and Salesforce Park is presumed to be minimal.²⁹

The DCDG-Compliant Massing would contribute 7,031 sfh (0.01 percent) of new shading about 9 months of the year, from late January to early March and mid-March to late September. The daily duration of net new shadow on the park under this scenario would range from less than 1 minute to a maximum of 1 hour and 45 minutes, with the average daily duration being about 53 minutes. In comparison, the Proposed Project would contribute 13,803 sfh (0.02 percent) of new shading about three months of the year, between mid-April and late May as well as mid-July to mid-August. With the Proposed Project, the daily duration of net new shadow on the park would range from less than 1 minute to a maximum of 1 30 minutes, with the average daily duration being about 24 minutes.

Both the DCDG-Compliant Massing and the Proposed Project would shadow the northern third of the plaza in the morning, with shadow from the Proposed Project covering an additional area along the eastern edge of the plaza. Shadow from the Proposed Project would occur on the plaza for fewer days of the year (mid-April to late May and mid-July to mid-August) than shadow from the DCDG-Compliant Massing (late January to early March and mid-March to late September).

The building height increase due to the Proposed Project would result in a net increase of 0.02 percent compared to existing conditions, and 0.01 percent compared to the DCDG-Compliant Massing analyzed in the EIS/EIR. Shadow from the Proposed Project is not anticipated to substantially and adversely affect the use of the plaza for pedestrian access. The Proposed Project's shadow impact on Salesforce Plaza would be less than significant, and no mitigation measures are necessary.

Urban Park (POPOS)

Urban Park, located on the western corner of Howard Street and Main Street, is a new open space, seemingly inspired by traditional Japanese raked-gravel gardens. Based on its design, the park is expected to be used primarily for passive activity by nearby residents and workers.³⁰

The DCDG-Compliant Massing would contribute 8,810,597 sfh (11.09 percent) of new shading to Urban Park. New shading would be introduced at the plaza every day of the year. The daily duration of net new shadow on the park under this scenario would range from less than 1 minute to a maximum of 4 hours and 45 minutes, with the average daily duration being about 3 hours and 58 minutes. In

²⁹ Due to an indefinite citywide shelter-in-place order effective March 17, 2020, observations of this open space were not possible at the time that this analysis was prepared.

³⁰ Due to an indefinite citywide shelter-in-place order, effective March 17, 2020, observations of this open space were not possible when this analysis was prepared.

comparison, the Proposed Project would contribute 9,501,966 sfh (11.97 percent) of new shading. New shading would be introduced at the plaza every day of the year. With the Proposed Project, the daily duration of net new shadow on the park would range from less than 1 minute to a maximum of 5 hours and 30 minutes, with the average daily duration being about 4 hours and 15 minutes.

Both the DCDG-Compliant Massing and the Proposed Project would shadow the park from the early morning until the early afternoon throughout the year. Compared to shadow from the DCDG-Compliant Massing, shadow from the Proposed Project would be very similar in time of occurrence, duration, and location.

The building height increase due to the Proposed Project would result in a net increase of 0.88 percent compared to the DCDG-Compliant Massing analyzed in the EIS/EIR. Park users who prefer sunlight to shadow would be affected by the net new shadow and most likely would not use the park during the morning and early afternoon. Such individuals would be able to visit other parks and open spaces in the neighborhood that receive more sunlight. This would be the case under both the DCDG-Compliant Massing and the Proposed Project. Since the shadow from the Proposed Project would be very similar in time of occurrence, duration, and location to the shadow from the DCDG-Compliant Massing, the Proposed Project would not result in a more severe shadow impact on Urban Park when compared to the DCDG-Compliant Massing.

50 Beale Street Plaza (POPOS)

This large, square-shaped urban park opens onto Beale Street on its east side. Surrounded on three sides by towers and heavily landscaped with bushes and mature trees, the park generally stays shady. There is ample bench seating but no movable seating. Although crisscrossed by office workers heading to the nearby towers or cutting through the block, the park is generally empty in the evening and on weekends. Based on its design, the park is presumed to be used primarily for passive activity or as a mid-block pedestrian passage by nearby office workers and residents. Given its proximity to high rise office buildings, the park likely experiences its heaviest use around lunchtime.³¹

The DCDG-Compliant Massing would contribute 57,097 sfh (0.08 percent) of new shading about 3 months of the year, from early February to mid-March as well as late September to early November. The daily duration of net new shadow on the park under this scenario would range from less than 1 minute to a maximum of 45 minutes, with the average daily duration being about 30 minutes. In comparison, the Proposed Project would contribute 69,967 sfh (0.10 percent) of new shading approximately 4 months of the year, from early February to mid-March, mid-September to early November, and early December to early January. With the Proposed Project, the daily duration of net new shadow on the park would range from less than 1 minute to a maximum of 45 minutes, with the average daily duration being about 27 minutes.

Like the DCDG-Compliant Massing, the Proposed Project would not cast net new shadow on the plaza after 9:45 a.m. on any day of the year. Therefore, shadow from the Proposed Project would not occur during the plaza's presumed period of maximum use (11:00 a.m. to 1:00 p.m. for nearby workers' lunch breaks).

The building height increase due to the Proposed Project would result in a net increase of 0.10 percent compared to existing conditions, and 0.02 percent compared to the DCDG-Compliant Massing analyzed in

³¹ Due to an indefinite citywide shelter-in-place order, effective March 17, 2020, observations of this open space were not possible when this analysis was prepared.

the EIS/EIR. Net new shadow from the Proposed Project would not substantially and adversely affect the public's use and enjoyment of the plaza. The Proposed Project's shadow impact on 50 Beale Street Plaza would be less than significant, and no mitigation measures are necessary.

Future Transbay Block 3 Park

The following discussion is provided for informational purposes only. Since Transbay Block 3 Park is not an existing park, shadow from the Proposed Project could not result in an impact under CEQA.

Transbay Block 3 Park is a proposed 47,885-square-foot (1.10-acre) public park in the Financial District of San Francisco, on portions of Assessor's Block 3739/Lots 002, 006, and 008 (Transbay Block 3). The future park space will occupy land that was used as the temporary Transbay Terminal while the Salesforce Transit Center was being built. The design and programming of this park are still under development and have not yet been finalized.

The DCDG-Compliant Massing would contribute 9,441 sfh (0.01 percent) of new shading approximately four months of the year. The daily duration of net new shadow on the park under this scenario would range from less than 1 minute to a maximum of 1 hour and 30 minutes, with the average daily duration being about 43 minutes. In comparison, the Proposed Project would contribute 81,454 sfh (0.05 percent) of new shading approximately 7 months of the year. With the Proposed Project, the daily duration of net new shadow on the park would range from less than 1 minute to a maximum of 1 hour and 45 minutes, with the average daily duration being about 57 minutes. The building height increase due to the Proposed Project would result in a net increase of 0.04 percent compared to the DCDG-Compliant Massing analyzed in the EIS/EIR.

Both the DCDG-Compliant Massing and the Proposed Project would shadow the northern (Tehama Street) edge of the future park during the late afternoon and early evening. Shadow from the Proposed Project would occur on the future park for more days of the year (mid-March until early October) than shadow from the DCDG-Compliant Massing (mid-March until mid-April, late May until mid-July, late August until early October). Given the limited area along the northern edge of the future park that would be affected, it is anticipated that shadow from the Proposed Project would not substantially and adversely affect the public's use and enjoyment of the future park.



**Attachments to Exhibit A to Resolution No. 18-2022
Meeting of June 21, 2022**

**Addendum 9 to the Transbay Terminal/Caltrain Downtown
Extension/Redevelopment Project Final Environmental Impact Statement/Environmental Impact
Report**

- Appendix A: [Supporting Materials for the Transportation Analysis](#)
- Appendix B: [Supporting Materials for the Wind Analysis](#)
- Appendix C: [Supporting Materials for the Shadow Analysis \(part I\)](#)
[Supporting Materials for the Shadow Analysis \(part II\)](#)
[Supporting Materials for the Shadow Analysis \(part III\)](#)

**Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project Final Environmental Impact
Statement/Environmental Impact Report (2004)**

Main Content

Chapter	Description
Front Matter	Title Page, Contents, Preface, Summary
Chapter 1	Purpose and Need for the Project
Chapter 2	Description of the Project Alternatives
Chapter 3	Transportation Analysis
Chapter 4 (Part I)	Affected Environment
Chapter 4 (Part II)	Affected Environment
Chapter 5 (Part I)	Environmental Consequences and Mitigation Measures
Chapter 5 (Part II)	Environmental Consequences and Mitigation Measures
Chapter 5 (Part III)	Environmental Consequences and Mitigation Measures
Chapter 6	Financial Analysis
Chapter 7	CEQA Topics and Findings
Chapter 8	Final Section 4(f) Evaluation

Appendices

Chapter	Description
Appendices A & B	Distribution List and List of Preparers
Appendix C	Glossary/Acronyms
Appendix D	Agency Letters
Appendix E	Bibliography
Appendix F	Urban Form Program
Appendix G	Memorandum of Agreement



**Attachments to Exhibit A to Resolution No. 18-2022
Meeting of June 21, 2022**

Volumes

Chapter	Description
Volume II	Responses to Public Comments
Volume III	Written Comments

Mitigation Monitoring and Reporting Program

[Addendum 1 \(June 2, 2006\)](#)

[Addendum 2 \(April 19, 2007\)](#)

[Addendum 3 \(January 17, 2008\)](#)

[Addendum 4 \(October 3, 2008\)](#)

[Addendum 5 \(April 9, 2009\)](#)

[Addendum 6 \(December 8, 2011\)](#)

[Addendum 7 \(May 2013\)](#)

[Addendum 8 \(January 14, 2016\)](#)

[Board of Supervisors Resolution No. 612-04 \(October 7, 2004\)](#)

[San Francisco Redevelopment Agency Commission Resolution No. 11-2005 \(January 25, 2005\)](#)

COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 19 – 2022

Adopted June 21, 2022

**APPROVING THE REPORT TO THE BOARD OF SUPERVISORS ON THE
AMENDMENT TO THE REDEVELOPMENT PLAN FOR THE TRANSBAY
REDEVELOPMENT PROJECT AREA IN CONNECTION WITH THE
DEVELOPMENT OF A MIXED-USE RESIDENTIAL PROJECT ON BLOCK 4 OF
ZONE ONE OF THE TRANSBAY REDEVELOPMENT PROJECT AREA; AND
AUTHORIZING TRANSMITTAL OF THE REPORT TO THE BOARD OF
SUPERVISORS; TRANSBAY REDEVELOPMENT PROJECT AREA**

WHEREAS, In furtherance of the objectives of the California Community Redevelopment Law (Health and Safety Code, section 33000 et seq. the “Community Redevelopment Law” or “CRL”), the Redevelopment Agency of the City and County of San Francisco (“Former Agency”) undertook programs for the redevelopment of blighted areas in the City and County of San Francisco (“City”), including the Transbay Redevelopment Project Area (“Project Area”); and,

WHEREAS, The Board of Supervisors of the City and County of San Francisco (“Board of Supervisors”) approved the Redevelopment Plan for the Transbay Redevelopment Project Area (“Project Area”) by Ordinance No. 124-05 (June 21, 2005) and by Ordinance No. 99-06 (May 9, 2006), as amended by Ordinance No. 84-15 (June 18, 2015) and Ordinance No. 62-16 (April 28, 2016) (“Redevelopment Plan”); and,

WHEREAS, On February 1, 2012, the State of California dissolved all redevelopment agencies including the Former Agency and required the transfer of certain of the Former Agency's assets and obligations to the Successor Agency to the Redevelopment Agency of the City and County of San Francisco (“Successor Agency”), commonly known as the Office of Community Investment and Infrastructure (“OCII”) (Cal. Health & Safety Code §§ 34170 et seq., “Redevelopment Dissolution Law”). On June 27, 2012, the Redevelopment Dissolution Law was amended to clarify that successor agencies are separate public entities from the city or county that had originally established a redevelopment agency and they succeed to the organizational status of the former redevelopment agency to complete any work related to an approved enforceable obligation, Cal. Health & Safety Code § 34173 (g); and,

WHEREAS, The Board of Supervisors, acting as the legislative body of the Successor Agency, adopted Ordinance No. 215-12 (Oct. 4, 2012), which, among other matters: (a) acknowledged and confirmed that the Successor Agency is a separate legal entity from the City, and (b) established this Successor Agency Commission (“Commission”) and delegated to it the authority to (i) implement, modify, enforce and complete the Former Agency’s enforceable obligations; (ii) approve all contracts and actions related to the assets transferred to or retained by OCII, including, without limitation, the authority to exercise land use, development, and design approval, consistent with the applicable enforceable obligations; and (iii) take any action that the Redevelopment Dissolution Law requires or authorizes on behalf of the Successor Agency and any other action that the Commission deems appropriate, consistent with the Redevelopment Dissolution Law, to comply with such obligations; and,

- WHEREAS, The authority of the Commission includes authority to grant approvals under land use controls for the Project Area specified in the Redevelopment Plan and to recommend amendments to the Redevelopment Plan, subject to Board of Supervisors' approval, as provided under the CRL; and,
- WHEREAS, The Successor Agency now proposes to take certain actions related to Transbay Block 4 and the adjacent future Tehama Street right of way within Zone One of the Project Area (Assessor's Block 3739 Lot 010 and Lot 011, respectively), an approximately 56,375 square-foot area generally located at 200 Main Street, bounded by Howard, Main and Beale Streets and extending approximately 205 feet southeast from Howard Street. Specifically, the Successor Agency proposes an amendment to the Redevelopment Plan ("Plan Amendment") that would increase the maximum height limit for development on Block 4 from 450 feet to 513 feet and increase the maximum building floor plate sizes applicable to Block 4: (a) from 7,500 square feet to 13,500 square feet for buildings 85 feet to 250 feet in height, and (b) from 13,000 square feet to 15,200 square feet for buildings over 250 feet in height but limited to that portion of the building that is between 85 feet and 122 feet in height; and,
- WHEREAS, The Plan Amendment is consistent with the Redevelopment Plan objectives to provide flexibility in the development of the Project Area, to respond readily and appropriately to market conditions, to strengthen the economic base of the Project Area and to promote development of affordable housing within the Project Area; and,
- WHEREAS, On May 12, 2022, Transbay Citizens Advisory Committee ("CAC") considered the Plan Amendment and recommended its approval to the Commission and the Board of Supervisors; and,
- WHEREAS, In accordance with Sections 33352 and 33457.1 of the CRL, the Successor Agency has prepared the Report to the Board of Supervisors on the Plan Amendment ("Report to the Board") that contains only the information required by Health and Safety Code Section 33352 that is warranted by the scope of the Plan Amendment; and,
- WHEREAS, On June 21, 2022, the Commission adopted Resolution No. 18-2022 by which the Commission determined that the Final Environmental Impact Statement/Environmental Impact Report for the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project (the "FEIS/EIR" as defined in said resolution), together with further analysis provided in Addendum No. 9 to the FEIS/EIR (the "Addendum" as defined in said resolution), remains adequate, accurate, and objective and in compliance with the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq., "CEQA") and the CEQA Guidelines (14 California Code of Regulations Sections 15000 et seq.) for purposes of evaluating the potential environmental effects of the Proposed Actions (including the Plan Amendment) and the Project; and,
- WHEREAS, The environmental effects of the Plan Amendment have been analyzed in the environmental documents as described in Commission Resolution No. 18-2022. Copies of the FEIS/EIR and Addendum No. 9 are on file with the Commission Secretary; now therefore be it

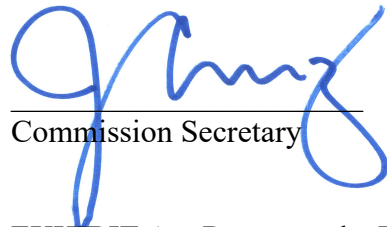
RESOLVED, That in Resolution No. 18-2022, the Commission adopted findings that various actions, including the Development Controls Amendment, were in compliance with CEQA and the CEQA Guidelines, said findings, which are on file with the Commission Secretary, being in furtherance of the actions contemplated in this Resolution and made part of this Resolution by reference herein; and, be it further

RESOLVED, That for the purposes of compliance with CEQA and the CEQA Guidelines, the hereby adopts the findings and determinations set out in Resolution 18-2022, adopted concurrently herewith, that the Plan Amendment is within the scope of the project analyzed by the FEIS/EIR and Addendum No. 9; and, be it further

RESOLVED, That the Commission hereby approves the Report to the Board of Supervisors attached to this Resolution as Exhibit A; and, be it further

RESOLVED, That the Executive Director is hereby authorized to transmit said Report to the Board of Supervisors as required under CRL Section 33457.1 for its background information in considering the proposed Plan Amendment.

I hereby certify that the foregoing resolution was adopted by the Successor Agency Commission at its meeting of June 21, 2022.



Commission Secretary

EXHIBIT A: Report to the Board of Supervisors on the Amendment to the Redevelopment Plan for the Transbay Project Area

**REPORT TO THE BOARD OF SUPERVISORS
ON THE AMENDMENT
TO THE REDEVELOPMENT PLAN FOR THE
TRANSBAY REDEVELOPMENT PROJECT AREA**

INTRODUCTION

The Board of Supervisors of the City and County of San Francisco ("Board of Supervisors") established the Transbay Redevelopment Project Area ("Project Area") and approved a Redevelopment Plan for the Project Area by Ordinance No. 124-05 (June 21, 2005) and by Ordinance No. 99-06 (May 9, 2006), as amended by Ordinance No. 84-15 (June 18, 2015) and Ordinance No. 62-16 (April 28, 2016) ("Redevelopment Plan").

The Redevelopment Plan establishes the land use controls for the Project Area and divides the Project Area into two subareas: (1) Zone One, in which the Redevelopment Plan and the Development Controls and Design Guidelines for the Transbay Redevelopment Project (as currently amended, the "Development Controls") define and regulate land uses, and (2) Zone Two, in which the San Francisco Planning Code applies.

On June 21, 2022, the Successor Agency Commission ("Commission") held a public hearing to approve and recommend to the Board of Supervisors an amendment to the Redevelopment Plan in conjunction with proposed development of Transbay Block 4 and adjacent future Tehama Street public right of way, an approximately 56,375 square-foot area generally located at 200 Main Street, bounded by Howard, Main and Beale Streets and extending approximately 205 feet southeast from Howard Street (Assessor's Block 3739 Lot 010 ("Block 4") and Lot 011 ("Tehama ROW"), and collectively the "Site"). The proposed amendment ("Plan Amendment") would modify the Redevelopment Plan as follows: increase the maximum height limit for development on Block 4 from 450 feet to 513 feet and increase the maximum building floor plate sizes applicable to Block 4: (a) from 7,500 square feet to 13,500 square feet for buildings 85 feet to 250 feet in height, and (b) from 13,000 square feet to 15,200 square feet for buildings over 250 feet in height but limited to that portion of the building that is between 85 feet and 122 feet in height. In all other respects, the land use controls of the Redevelopment Plan would remain in effect.

Pursuant to Section 33352 of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq., "CRL"), the Successor Agency to the Redevelopment Agency of the City and County of San Francisco (commonly known as the Office of Community Investment and Infrastructure or "OCII") prepared this report to the Board of Supervisors to assist its review of the Plan Amendment and, should it determine to approve said amendment, provide a basis for necessary findings under the CRL.

The Plan Amendment would help achieve the Redevelopment Plan goals and objectives, including among others, (a) strengthen the community's supply of housing and affordable housing with the deepest levels of affordability; (b) ensure that high-rise buildings reflect high quality architectural and urban design standards, (c) create a mixture of housing types and sizes to attract a diverse residential population, including families and people of all income levels; (d) maximize housing development on the former Caltrans-owned properties according to the Development Controls to

provide financial support to the Salesforce Transit Center and Caltrain Downtown Extension through tax increment and land sale revenue.

The increased height and bulk limitations will allow for a larger mixed-income residential tower and a 100 percent affordable housing mid-rise building on Block 4. This will increase the total number of residential units to be constructed on the Site, including a high percentage of the total as below-market-rate units, and will continue to provide for a tower that complements the downtown skyline while supporting OCII's affordable housing mandate for the Project Area.

SCOPE OF THIS REPORT

This Plan Amendment is a minor plan amendment.¹ Under CRL Section 33352, a Plan Amendment submitted to the legislative body for approval must be accompanied by a report containing following information:

- The reason for the Plan Amendment;
- The proposed method of financing the redevelopment of the Project Area as applicable to the Plan Amendment;
- The report and recommendation of the San Francisco Planning Commission;
- The report on the environmental review required by Section 21151 of the Public Resources Code as applicable to the Plan Amendment; and
- A neighborhood impact report.

In approving the Redevelopment Plan in 2005 and 2006, the former Redevelopment Agency of the City and County of San Francisco ("Former Agency") and the Board of Supervisors relied on information about the conditions of physical and economic blight within the Project Area, the need for tax increment financing to carry out redevelopment in the Project Area, and other factors justifying the establishment of the Project Area. The Plan Amendment does not alter the blight and financial determinations made at the time the Project Area was originally adopted, but rather provides an effective approach for alleviating blight and promoting the financial feasibility of the Redevelopment Plan.

The Plan Amendment does not contemplate changes in the specific goals, objectives or expenditures of OCII for the Project Area.

¹ Generally, minor plan amendments are those that do not propose to (a) include a tax allocation provision into a redevelopment plan which does not uses tax increment financing; (b) add new territory to the project area of a redevelopment plan that uses tax increment financing; or (c) extend the time limits for meeting housing obligations or payments to taxing entities.

Furthermore, the Plan Amendment does not trigger the need for a Project Area Committee under CRL Section 33385 because it does not provide for the acquisition of, or the authorization of public projects on, property occupied by low- and moderate-income persons.

THE REASON FOR THE PLAN AMENDMENT (CRL Section 33352(a))

The purpose of the Plan Amendment is to facilitate, on Block 4 of the Project Area, the development of a residential tower extending to a maximum height of 513 feet with a larger building base, and a larger mid-rise building, which would be consistent with the following Redevelopment Plan goals and objectives:

- Strengthen the community's supply of housing by assisting, to the extent economically feasible, in the construction and rehabilitation of affordable housing with the deepest levels of affordability, including the development of supportive housing for the homeless. Section 2.1.
- Ensure that high-rise buildings reflect high quality architectural and urban design standards. Section 2.2.
- Create a mixture of housing types and sizes to attract a diverse residential population, including families and people of all income levels. Section 2.2.
- Develop high-density housing to capitalize on the transit-oriented opportunities within the Project Area and provide a large number of housing units close to downtown San Francisco. Section 2.2.

The Plan Amendment also allows the feasible development of sufficient residential units to satisfy affordable housing requirements under State law for total residential units within the Project Area. Specifically, in 2003, the State adopted California Public Resources Code Section 5027.1, which requires that any redevelopment plan adopted to finance, in whole or in part, the demolition of the Transbay Terminal building and the construction of a new terminal, including its associated vehicle ramps, shall ensure that at least 25% of all dwelling units developed within the Project Area shall be available at affordable housing cost to, and occupied by, persons and families whose incomes do not exceed 60% of the area median income, and that at least an additional 10% of all dwelling units developed within the Project Area shall be available at affordable housing cost to, and occupied by, persons and families whose incomes do not exceed 120% of the area median income, for a total 35% affordable housing obligation ("Transbay Affordable Housing Obligation").

In the process of negotiating the proposed development on Block 4, it became apparent to OCII staff that development of Block 4 would likely require larger buildings to feasibly provide sufficient residential units to satisfy the Transbay Affordable Housing Obligation. Thus, OCII staff, together with representatives of Hines, the managing partner of F4 Transbay Partners LLC, a Delaware limited liability company (the "Developer") proposed the development a project that, with an increase in the maximum allowable height and increases in bulk for towers and mid-rise buildings on Block 4, could feasibly deliver 45% of the units to be provided as affordable to households earning between 40% and 120% of Area Median Income ("AMI").

On June 21, 2022, the Commission authorized the execution of a disposition and development agreement with the Developer and Transbay Block 4 Housing Partnership, L.P., a California

limited partnership ("Affordable Developer"), for the sale of the Block 4 and conveyance the Tehama ROW to the Developer and construction of a residential development project on the Site.

The DDA authorizes construction of 681 residential units, including 45% or 306 units of affordable to low- or moderate-income households to satisfy the current requirements of the Transbay Affordable Housing Obligation. Overall the Block 4 DDA residential development (or "Project") contemplates (a) one residential tower 513 feet in height at the roof of the last occupiable floor (plus a rooftop mechanical screening/parapet element of a maximum 39 feet in height), including an attached wing up to 71 feet in height, collectively containing 155 for-sale residential condominium units, 219 market-rate rental residential units and no fewer than 105 rental units affordable to households earning from 100 to 120 percent of AMI, approximately 1,960 square feet of neighborhood retail uses, amenities spaces, 2,200 square feet of open spaces, and related facilities; (b) an affordable residential building 163 feet in height at the roof of the last occupiable floor (plus a rooftop mechanical screening/parapet element of a maximum 16 feet in height) containing 201 rental units (and one manager's unit) affordable to households earning from 40 to 100 percent of AMI, with, approximately 3,200 square feet of neighborhood retail uses, amenities, 3,200 square feet of open spaces, and related facilities, (c) an approximately 66,496 square foot underground shared parking garage accommodating up to 275 private vehicles valet-parked and/or parked via stackers, two car share spaces and a parking for a minimum of 556 bicycles; (d) a minimum of 4,250 square feet of public open space and streetscape improvements within and surrounding the Site and including the extension of Tehama Street on the Tehama ROW.

Community Identity and Built Form

The Redevelopment Plan implements the transformation of former freeway land into a new high-rise residential district in the South of Market neighborhood. Through public workshops and meetings, in collaboration with the Transbay Citizens Advisory Committee, land in the Project Area formerly containing portions of the Embarcadero Freeway, its ramps and Terminal Separator Structure, was envisioned as a transit-oriented residential district as documented in the Transbay Redevelopment Project Area Design for Development completed in October 2003 ("Design for Development"). The Design for Development informed the creation of the Redevelopment Plan and the Development Controls, both adopted in 2005, and called for Zone One of the Project Area to become a complementary and exciting addition to the downtown skyline, designed as a grouping of slender residential towers that would visually extend the Downtown high-rise office skyline.

Since completion of the Design for Development and adoption of the Redevelopment Plan and Development Controls, height limits were increased with the adoption of the Transit Center District Plan in 2012. As a result, buildings between approximately 700 and 1000 feet in height have been constructed, including the Salesforce Tower (formerly the Transbay Terminal Tower), between Mission and Howard Streets, and 181 Fremont Street, at Fremont and Howard Streets. An affiliate of the Developer recently received approvals for construction of an 850-foot mixed-use tower on Transbay Parcel F in Zone Two, at 542-550 Howard, between First and Second Streets.

Within Zone One, two towers have recently been completed, consistent with the Redevelopment Plan and Development Controls, at heights higher than the 513 feet proposed for Block 4. Park Tower on Transbay Block 5, located at Howard and Beale Streets immediately across Howard

Street to the north of Block 4, is a 550-foot tall office building. The Avery residential building on Transbay Block 8, located at Folsom and Fremont Streets two blocks to the southwest of Block 4, is a 550-foot tall residential tower. The Plan Amendment will increase the tower height on Block 4 to 513 feet and will produce a “stepping up” effect of building heights from Block 3 Transbay Park north to the higher heights of buildings proposed and constructed in the Transit Center District Area Plan and Zone Two of the Project Area.

The Plan Amendment will also permit specific increases to maximum bulk on Block 4, with a corresponding increase in developable residential floor area on Block 4. The increase in the maximum floor plate areas will affect the lower portion of the tower and expand the maximum floor plate of the mid-rise building. The Plan Amendment will expand the floor plate of the tower base at between 85 feet and 122 feet in height, that will provide a proportional tapering of the Tower massing. The expansion of the mid-rise floor plate will result in that building being similar in size to nearby mid-rise buildings immediately surrounding Block 4.

Housing Opportunities

The Redevelopment Plan’s Planning Goals and Objectives on housing opportunities include among others, the creation of a mixture of housing types and sizes to attract a diverse residential population, including families and people of all income levels, and to develop high-density housing to capitalize on the transit-oriented opportunities within the Project Area and to provide a large number of housing units close to downtown San Francisco. Zone One is a mixed-use, high-density residential district with no maximum residential density for living units.

A 450-foot tower on Block 4, as allowed under the existing Redevelopment Plan, and podium developments at 65 feet and 85 feet, as allowed under the existing Development Controls, would result in approximately 490 total residential units. The Plan Amendment would permit a taller tower on Block 4, providing for an increase in the number of dwelling units and affordable dwelling units in the tower. The Project, as currently proposed, would increase the total number of residential units by 191 units to a total of 681, and 306 will be affordable pursuant to the terms of the Block 4 DDA. Thus, the Plan Amendment would further the attainment of the Redevelopment Plan Goals and Objectives of creating high density, mixed-income housing, and make a significant contribution to achieving the Transbay Affordable Housing Obligation.

PROPOSED METHOD OF FINANCING/ECONOMIC FEASIBILITY OF AMENDMENT (CRL Section 33352(e))

The Plan Amendment does not propose new capital expenditures by OCII, involve any new indebtedness or financial obligation of the OCII, or change OCII’s overall method of financing the redevelopment of the Project Area. The change in height and bulk restrictions applicable to Block 4 is intended to maximize developable square feet and increase dwelling unit count, which would generate more property taxes and consequently more tax increments than the existing conditions.

In addition, OCII will be provide to the Developer an affordable housing loan of Forty-Six Million Seven Hundred Forty-Nine Thousand Nine Hundred Twenty-Eight and 46/100 Dollars (\$46,749,928.46) to partially finance the construction of the mid-rise 100% affordable rental building ("Successor Agency Loan"). These funds will be initially provided to OCII by an affiliate

of the Developer pursuant to a separate agreement with the City for Developer's development of a separate residential project within Zone 2 of the Redevelopment Plan. Thus, the Successor Agency Loan is being provided at no cost to OCII. The Successor Agency Loan will have a simple interest rate from zero to 3% (to be determined based on financial feasibility) for a 57-year term. Payments of principal and interest on the Successor Agency Loan will be payable by the mid-rise project only to the extent that annual surplus cash from the mid-rise project remains from collection of rent after payment of expenses, fees, permanent loan debt service, and replenishment of reserves, as needed. There are no mandatory or scheduled payments, except for repayment at maturity, including any unpaid principal or accrued interest; provided however, that repayment does not necessarily occur at maturity since such loans may be restructured or forgiven by public funders (San Francisco Mayor's Office of Housing and Community Development/OCII) during the life of the project to ensure ongoing affordability and financial feasibility, typically concurrent with low-income housing tax credit syndication.

PLANNING COMMISSION REPORT AND RECOMMENDATIONS ON CONFORMANCE TO THE GENERAL PLAN (CRL Section 33352(h))

The Commission has referred the Plan Amendment to the Planning Commission for its report and recommendation on the Plan Amendment and its conformance with the General Plan.

The San Francisco Planning Department ("Planning Department") has determined that an amendment to the San Francisco General Plan ("General Plan") would be required.

Notice of the Planning Commission hearing on the amendment to the General Plan will be given in accordance with the Rules and Regulations of the Planning Commission. The Planning Commission's resolution regarding its report and recommendation on the Redevelopment Plan Amendment and its conformity of the amendment to the General Plan will be incorporated in a supplemental Report to the Board of Supervisors.

The Planning Commission's report and recommendation will be provided to the Board of Supervisors together with this Report to permit the Board to consider adopting an ordinance amending the Redevelopment Plan.

ENVIRONMENTAL REVIEW (CRL Section 33352(k))

In April 2004, the Final Environmental Impact Statement/Environmental Impact Report ("FEIS/EIR") for the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project was certified by the Former Redevelopment Agency and the Board of Supervisors. OCII, as the Successor Agency to the Former Redevelopment Agency, has land use and California Environmental Quality Act ("CEQA") review authority of the Project Area. The maximum height limit analyzed in the FEIS/EIR for the Block 4 site was 450 feet.

CEQA Guidelines Section 15164 provides for the use of an addendum to document the basis for a lead agency's decision not to require a Subsequent or Supplemental EIR for a project that is already adequately covered in an existing certified EIR. The lead agency's decision to use an addendum must be supported by substantial evidence that the conditions that would trigger the preparation of a Subsequent EIR, as provided in CEQA Guidelines Section 15162, are not present. An addendum

documents the assessment and determination that the modified project is within the scope of the FEIS/EIR and no additional environmental review is required.

The Plan Amendment increases certain height and bulk limitations that result in an increase in the number of residential units than what otherwise be feasible with the smaller building heights and massing allowed under the Redevelopment Plan and the Development Controls. Nonetheless, the proposed number of units on Block 4 falls below the number of units analyzed on the Site under the FEIS/EIR. The modifications to building heights and bulk controls under both the Redevelopment Plan and the Development Controls do require an additional evaluation of which impacts could worsen due to additional building height and bulk. These topics include wind and shadow. All other features of the Block 4 development, including demolition, land use types, building square footage, retail square footage, and number of dwelling units, would be consistent with the Redevelopment Plan and the FEIS/EIR. The Addendum presents an update to the FEIS/EIR's transportation study and applies the utilization of the Vehicle Miles Traveled ("VMT") methodology for transportation effects, as the VMT methodology did not exist at the time of the publication of the FEIS/EIR, and it is now the sole methodology allowed to be used in accordance with state law.

Accordingly, OCII, in consultation with the Planning Department, prepared the ninth addendum to the FEIS/EIR dated June 13, 2022, focusing on transportation, wind and shadow ("Addendum"). The shadow study that was conducted as part of the Addendum process focused its analysis of potential shadow impacts generated by the proposed development on Block 4 onto three parks located within the shadow fan of Block 4: Transbay Park Block 3, Rincon Park and Salesforce Park. The shadow analysis found that the Block 4 development would not cast shadow on any parks or open spaces subject to Section 295 of the San Francisco Planning Code.² The maximum shadow size at any park would grow by less than one percent due to the proposed height and bulk increases. The additional shadow duration on the maximum days would range from 15 minutes to 1 hour and 15 minutes due to the proposed height and bulk increase. Activities in the affected portions of the parks and open spaces consisted primarily of passive activities, such as eating lunch, resting, and making phone calls. Areas that would be newly shaded would, in most cases, be located at the edges of the affected parks and open spaces. Given the limited increase in shadow size and duration, the proposed height and bulk increases on Block 4 would not create new shadow in a manner that substantially affects outdoor recreation facilities or other public areas.

The Addendum determined the Plan Amendment and Project would not cause new significant impacts not identified in the FEIS/EIR, nor would the Project cause significant impacts previously identified in the FEIS/EIR to become substantially more severe. No new mitigation measures would be necessary to reduce significant impacts. No changes have occurred with respect to circumstances surrounding the proposed Project that would cause significant environmental impacts to which the Project would contribute considerably, and no new information has become available that shows that the Project would cause significant environmental impacts. Therefore, the analyses conducted and the conclusions reached in the Final FEIS/EIR certified on April 22, 2004 remain valid and no supplemental environmental review is required beyond this Addendum.

² Section 295 of the Planning Code only applies to public parks and open spaces that are under the jurisdiction of the San Francisco Recreation and Park Commission.

NEIGHBORHOOD IMPACT REPORT (CRL Section 33352(m))

At the time of Redevelopment Plan adoption, the Project Area did not contain low- or moderate-income housing. Since then, OCII has started implementing the affordable housing requirements under the Transbay Affordable Housing Obligation. Based on residential projects complete, under construction, approved and in process, the number of housing units currently anticipated to be built in the Project Area is approximately 4,200 units, of which 1,470 (or 35 percent) will be affordable. The means of financing the low- and moderate-income housing units are developer-subsidized below-market-rate inclusionary units, tax increment financing, revenue from the sales of public properties within the Project Area, and development fees.

Currently, seven affordable housing developments in Zone One of the Project Area have been completed and are now occupied. The Rene Cazenave development (120 affordable units) is now occupied by formerly homeless households at 25 Essex Street. Other completed and occupied affordable housing development include Block 1 (391 units including 156 affordable units), Block 6/7 podium building (70 affordable units), Block 6 tower (409 market rate units), Block 7 (120 affordable units), Block 8 (546 total units including 150 affordable units), and Block 9 (545 total units including 109 affordable units). In process and planned future projects within Zone 1 are Blocks 2, 4 and 12 which collectively provide for approximately 705 affordable units.

The Plan Amendment, by facilitating a greater density of development at a site designated for residential use, will increase the supply of housing and affordable housing in the Project Area. The Plan Amendment does not adversely affect the physical and social quality of the neighborhood. The Plan Amendment will not cause the destruction or removal of housing units from the low- and moderate-income housing market and will not cause the displacement of low- or moderate-income.

COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 20 – 2022

Adopted June 21, 2022

**APPROVING AN AMENDMENT TO THE REDEVELOPMENT PLAN FOR THE
TRANSBAY REDEVELOPMENT PROJECT AREA IN CONNECTION WITH THE
DEVELOPMENT OF A MIXED-USE RESIDENTIAL PROJECT ON BLOCK 4 OF
ZONE ONE OF THE TRANSBAY REDEVELOPMENT PROJECT AREA;
REFERRING THE PLAN AMENDMENT TO THE PLANNING COMMISSION FOR
ITS REPORT AND RECOMMENDATION TO THE BOARD OF SUPERVISORS;
RECOMMENDING THE PLAN AMENDMENT TO THE BOARD OF SUPERVISORS
FOR ADOPTION; TRANSBAY REDEVELOPMENT PROJECT AREA**

WHEREAS, In furtherance of the objectives of the California Community Redevelopment Law (Health and Safety Code, section 33000 et seq. the “CRL”), the Redevelopment Agency of the City and County of San Francisco (“Former Agency”) undertook programs for the redevelopment of blighted areas in the City and County of San Francisco (“City”), including the Transbay Redevelopment Project Area (“Project Area”); and,

WHEREAS, The Board of Supervisors of the City and County of San Francisco (“Board of Supervisors”) approved the Redevelopment Plan for the Transbay Redevelopment Project Area by Ordinance No. 124-05 (June 21, 2005) and by Ordinance No. 99-06 (May 9, 2006), as amended by Ordinance No. 84-15 (June 18, 2015) and Ordinance No. 62-16 (April 28, 2016) (“Redevelopment Plan”); and,

WHEREAS, The Redevelopment Plan establishes the land use controls for the Project Area and divides the Project Area into two subareas: Zone One, in which the Redevelopment Plan and the Development Controls and Design Guidelines for the Transbay Redevelopment Project (as currently amended, the “Development Controls”) define and regulate land uses, and Zone Two, in which the San Francisco Planning Code applies. Zone One is intended to be developed with predominantly residential uses. The Successor Agency solely administers and enforces land use entitlements for property and projects in Zone One and has delegated its authority over projects that do not require Successor Agency action in Zone Two to the San Francisco Planning Department pursuant to that certain Delegation Agreement between the Former Agency and the Planning Department for the Transbay Redevelopment Project Area (May 3, 2005); and,

WHEREAS, On February 1, 2012, the State of California dissolved all redevelopment agencies including the Former Agency and required the transfer of certain of the Former Agency's assets and obligations to the Successor Agency to the Redevelopment Agency of the City and County of San Francisco (“Successor Agency”), commonly known as the Office of Community Investment and Infrastructure (“OCII”) (Cal. Health & Safety Code §§ 34170 et seq., “Redevelopment Dissolution Law”). On June 27, 2012, the Redevelopment Dissolution Law was amended to clarify that successor agencies are separate public entities from the city or county that had originally established a redevelopment agency and they succeed to the organizational status of the former redevelopment agency to complete any work related to an approved enforceable obligation, Cal. Health & Safety Code § 34173 (g); and,

- WHEREAS, The Board of Supervisors, acting as the legislative body of the Successor Agency, adopted Ordinance No. 215-12 (Oct. 4, 2012), which, among other matters: (a) acknowledged and confirmed that the Successor Agency is a separate legal entity from the City, and (b) established this Successor Agency Commission ("Commission") and delegated to it the authority to (i) implement, modify, enforce and complete the Former Agency's enforceable obligations; (ii) approve all contracts and actions related to the assets transferred to or retained by OCII, including, without limitation, the authority to exercise land use, development, and design approval, consistent with the applicable enforceable obligations; and (iii) take any action that the Redevelopment Dissolution Law requires or authorizes on behalf of the Successor Agency and any other action that the Commission deems appropriate, consistent with the Redevelopment Dissolution Law, to comply with such obligations; and,
- WHEREAS, The authority of the Commission includes authority to grant approvals under land use controls for the Project Area specified in the Redevelopment Plan and to recommend amendments to the Redevelopment Plan, subject to Board of Supervisors' approval, as provided under the CRL; and,
- WHEREAS, The Successor Agency now proposes to take actions related to Transbay Block 4 and the adjacent future Tehama Street right of way within Zone One of the Project Area, an approximately 56,375 square-foot area generally located at 200 Main Street, bounded by Howard, Main and Beale Streets and extending approximately 205 feet southeast from Howard Street (Assessor's Block 3739 Lot 010 ("Block 4") and Lot 011 ("Tehama Parcel", and collectively the "Site")); and
- WHEREAS, The Redevelopment Plan specifies the land use of Block 4 as "Transbay Downtown Residential" and provides for a maximum height limit of 450 feet and maximum floor plate sizes of (i) 7,500 square feet for buildings between 85 and 350 feet in height, (ii) 13,000 square feet for buildings over 500 feet in height, and sets an overall maximum floor plate size of 13,000 square feet for all buildings within Zone One of the Project Area; and,
- WHEREAS, OCII staff negotiated the terms of a Disposition and Development Agreement ("DDA") with the F4 Transbay Partners LLC, a Delaware limited liability company and Transbay Block 4 Housing Partnership, L.P., a California limited partnership ("Developer") for the sale of the Block 4 and conveyance the Tehama Parcel to Developer and authorization of construction of the improvements on the Site and Tehama Parcel. The DDA would authorize development of a mixed-use residential development project ("Project") generally consisting of (a) a residential tower 552 feet in height (513 feet at the roof of the last occupiable floor plus a rooftop mechanical screening/parapet element of a maximum 39 feet in height), including an attached wing up to 71 feet in height, collectively containing 155 for-sale residential condominium units, 219 market-rate rental residential units and no fewer than 105 rental units affordable to households earning from 100 to 120 percent of area median income, neighborhood retail uses, amenities spaces, open spaces and related supporting spaces; (b) an affordable residential building 179 feet in height (163 feet at the roof of the last occupiable floor, and a rooftop mechanical screening/parapet element of a maximum 16 feet in height) containing 201 rental units affordable to households earning from 40 to 100 percent of area median income (and one managers unit), with supporting facilities, amenities, open spaces and neighborhood retail, (c) an approximately 66,496 square foot underground shared parking garage accommodating up to 275 private vehicles valet-parked and/or parked via stackers, two car share spaces and a parking for a minimum of 556 bicycles; (d) open space and streetscape improvements within and surrounding the Site and including the extension of Tehama Street on the Tehama Parcel; and,

- WHEREAS, Developer has requested the Plan Amendment to allow the Project to be constructed in accordance with the design proposed by the Developer and described in detail in the DDA. Specifically, the Plan Amendment would increase the maximum height limit for development on Block 4 from 450 feet to 513 feet and increase the maximum building floor plate sizes applicable to Block 4: (a) from 7,500 square feet to 13,500 square feet for buildings 85 feet to 250 feet in height, and (b) from 13,000 square feet to 15,200 square feet for buildings over 250 feet in height but limited to that portion of the building that is between 85 feet and 122 feet in height; and,
- WHEREAS, In addition to the Plan Amendment, Developer has requested that the Successor Agency take a series of actions related to the Site, consisting of: (1) approval of necessary amendments to the Development Controls for the Project, (2) authorization to enter into the DDA governing the sale and development of the Site with the Project, (3) conditional approval of Schematic Designs for the development of the Site, and (4) recommendations of related actions to agencies responsible therefor, including but not limited to the General Plan Amendment (defined below), Zoning Map Amendment (defined below), Plan Amendment, and approval of the sale of the Site by the Board of Supervisors of the City and County of San Francisco for the purpose of compliance with Section 33433 of the California Health and Safety Code (collectively, items 1 through 4 and the Plan Amendment are the “Proposed Actions”); and
- WHEREAS, In addition to the Proposed Actions, Developer has applied to the San Francisco Planning Department requesting amendments to (i) the height classification for Block 4 in the Transit Center District Plan, a Sub Area Plan of the Downtown Plan (the “General Plan Amendment”) and (ii) the height classification for Block 4 in the Planning Code’s Height Map (the “Zoning Map Amendment”). The General Plan Amendment and the Zoning Map Amendment will provide for consistency between the General Plan, Planning Code, Redevelopment Plan, and Development Controls, and will allow the Project to be constructed in accordance with the design proposed by the Developer and described in detail in the DDA. The General Plan Amendment and Zoning Map Amendment must be reviewed and approved by the San Francisco Planning Commission and the San Francisco Board of Supervisors as a condition to the effectiveness of this Resolution and the DDA approved hereunder; and,
- WHEREAS, OCII is recommending the Plan Amendment to achieve the goals and objectives set forth in the Redevelopment Plan, including among others, the creation of a community identity and built form that ensure that high-rise buildings reflect high quality architectural and urban design standards, and the creation of housing opportunities that provide a mixture of housing types and sizes to attract a diverse residential population, including families and people of all income levels. A 513-foot tower on Block 4 would complement the downtown skyline, and together with specified increases in maximum floor plate area, would permit a more efficient design that allows for the production of a greater number of total housing units and a greater number of affordable housing units, as described in further detail in the Commission Memorandum provided together with this resolution and incorporated herein by this reference; and,
- WHEREAS, Sections 33450-33458 of the CRL set forth a process to amend a redevelopment plan. This process includes a publicly noticed, environmental review to the extent required, adoption of the after the public hearing, referral of the amendment to the planning commission, a publicly noticed hearing of the legislative body, and legislative body consideration after its hearing. CRL Section 33352 further requires the preparation of a report to the legislative body regarding the plan to provide relevant background information in support of the need, purpose and impacts of the plan amendment; and,

- WHEREAS, Pursuant to Sections 33352 and 33457.1 of the CRL, the OCII staff has prepared the Report to the Board of Supervisors on the Amendment to the Redevelopment Plan for the Transbay Redevelopment Project Area ("Report to the Board of Supervisors"), which the Commission has approved by Resolution No. 19-2022; and,
- WHEREAS, On June 21, 2022, the Commission opened a public hearing on the adoption of the Plan Amendment, notice of which was duly and regularly published in a newspaper of general circulation in the City and County of San Francisco once a week for three successive weeks beginning 21 days prior to the date of the hearing, and a copy of the notice and affidavit of publication are on file with OCII; and,
- WHEREAS, Copies of the notice of public hearing were mailed by first-class mail to the last known address of each assessee of land in the Project Area as shown on the last equalized assessment roll of the City; and,
- WHEREAS, Copies of the notice of public hearing were mailed by first-class mail to all residential and business occupants in the Project Area; and,
- WHEREAS, Copies of the notice of public hearing were mailed, by certified mail, return receipt requested, to the governing body of each taxing agency that receives taxes from property in the Project Area; and,
- WHEREAS, The Commission has provided an opportunity for all persons to be heard and has considered all evidence and testimony presented for or against any and all aspects of the Plan Amendment; and,
- WHEREAS, On June 21, 2022, the Commission adopted Resolution No. 18-2022 by which the Commission determined that the Final Environmental Impact Statement/Environmental Impact Report for the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project (the "FEIS/EIR" as defined in said resolution), together with further analysis provided in Addendum No. 9 to the FEIS/EIR (the "Addendum" as defined in said resolution), remains adequate, accurate, and objective and in compliance with the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq., and the CEQA Guidelines (14 California Code of Regulations Sections 15000 et seq., collectively "CEQA") for purposes of evaluating the potential environmental effects of the Proposed Actions (including the Plan Amendment) and the Project; and,
- WHEREAS, The environmental effects of the Plan Amendment have been analyzed in the environmental documents as described in Commission Resolution No. 18-2022. Copies of the FEIS/EIR and Addendum No. 9 are on file with the Commission Secretary;
- WHEREAS OCII staff has reviewed the Plan Amendment, and, in accordance with its Commission Memorandum and supporting information provided to the Commission and incorporated herein by reference, finds it acceptable and recommends approval thereof, now therefore, be it
- RESOLVED, That in Resolution No. 18-2022, the Commission adopted findings that the Proposed Actions, including the Plan Amendment, are in compliance with CEQA, said findings, which are on file with the Commission Secretary, being in furtherance of the actions contemplated in this Resolution and made part of this Resolution by reference herein; and, be it further

RESOLVED, That for the purposes of compliance with CEQA, the Commission hereby adopts the findings and determinations set out in Resolution 18-2022 that the Plan Amendment is within the scope of the project analyzed by the FEIS/EIR and Addendum No. 9; and, be it further

RESOLVED, That the Commission refers the Plan Amendment to the San Francisco Planning Commission for its report and recommendation on the Plan Amendment and its conformance with the General Plan, and, be it further

RESOLVED, That the Commission approves the Plan Amendment as consistent with the goals and objectives of the Redevelopment Plan and recommends the Plan Amendment to the Board of Supervisors for its approval.

I hereby certify that the foregoing resolution was adopted by the Successor Agency Commission at its meeting of June 21, 2022.



Commission Secretary

EXHIBIT A: Plan Amendment to the Redevelopment Plan for the Transbay Redevelopment Project Area

Exhibit A. Redevelopment Plan Amendment

Changed text shown in red. Additions shown in bold and underline, deletions shown in strikeout and underline

3.5.2 Height and Size of Buildings

The Zone One Plan Map and the table and text below illustrate the heights and floor plate sizes permitted for residential buildings in Zone One.

Maximum Floor Plates for Residential Buildings

<i>Building Height (feet)</i>	<i>Maximum Floor Plate Size (square feet)</i>
85 – 250	7,500 ²
251 – 300	10,000
301 – 350	10,500
351 - 400	11,000
401 – 450	11,500
451 – 500	12,000
501 – 550	13,000 ³

For residential towers above 500 feet in total height, the average floor plate size of the portion of the tower above 350 feet must not exceed 12,000 square feet. Below 85 feet, no bulk controls will apply.

The bulk controls for residential buildings prescribed in this section have been carefully considered in relation to the objectives and policies for Zone One of the Project Area. The maximum average floor plate size above 350 feet for residential towers with heights of 501-550 feet has been written to conform to the San Francisco Downtown Area Plan. There may be some exceptional cases in which the maximum average floor plate above 350 feet for residential towers with heights of 501-550 feet could be permitted to be exceeded. The Successor Agency Commission may approve exceptions to this control provided that the project sponsors demonstrate that all of the design guidelines for residential towers in the Development Controls and Design Guidelines are incorporated into the tower design. ~~In no case shall~~ **Except as otherwise provided herein,** residential tower floor plates **shall not** exceed 13,000 square feet.

For general office buildings in Zone One, the maximum floor plate sizes shall be consistent with the bulk limits permitted by Sections 270 (Bulk Limits: Measurement) and 272 (Bulk Limits: Special Exceptions in C-3 Districts) of the San Francisco Planning Code, as amended from time to time, for the C-3-O District (Downtown Office).

² **On Transbay Block 4, a Maximum Floor Plate Size of 13,500 square feet is permitted.**

³ **On Transbay Block 4, a Maximum Floor Plate Size of 15,200 square feet is permitted for portions of buildings between 85 feet and 122 feet in height.**

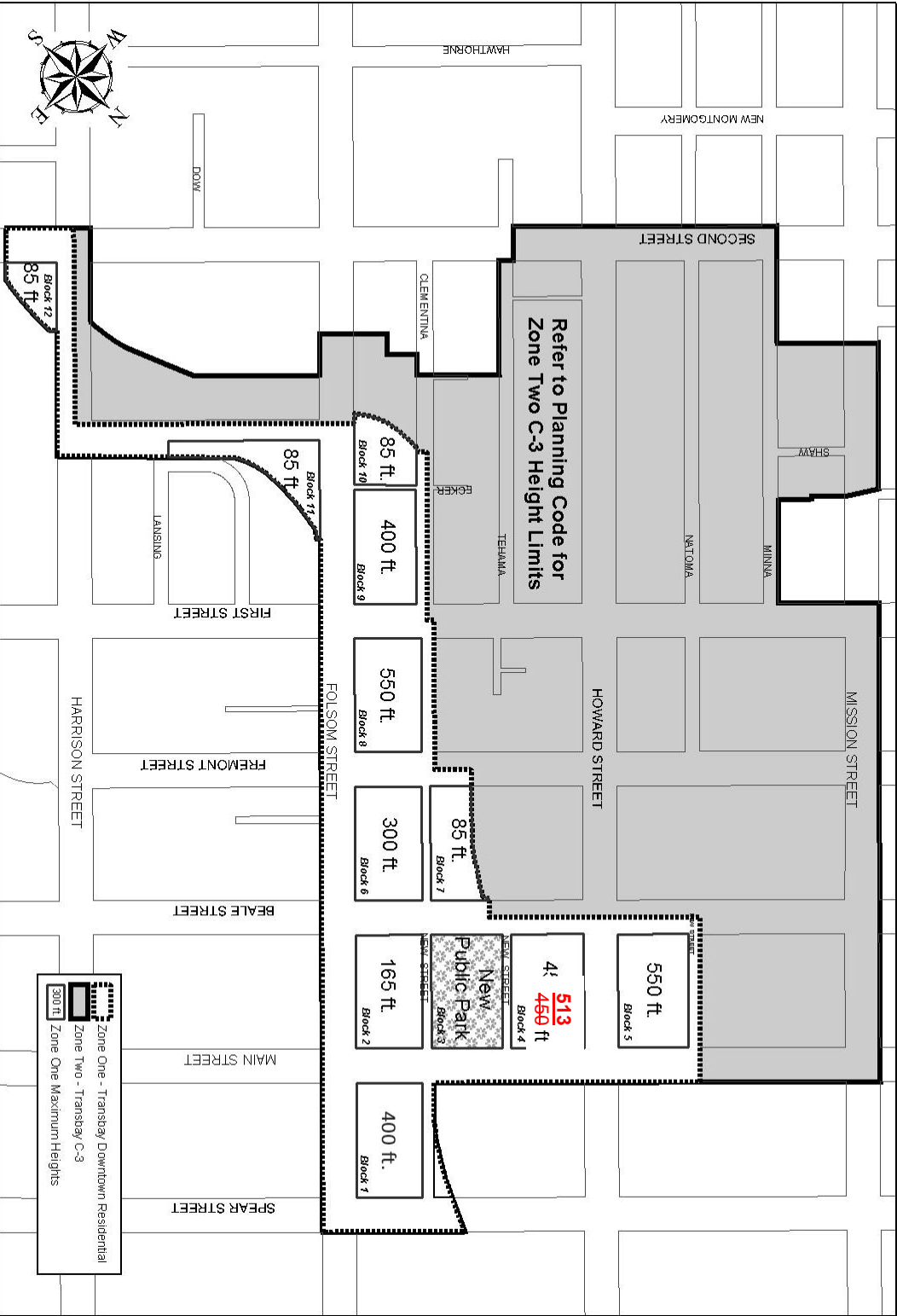


Exhibit 4 :
Zone One Plan Map

Transbay Redevelopment Project Area

COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 22 – 2022

Adopted June 21, 2022

AUTHORIZING, AT A PUBLIC HEARING UNDER SECTION 33431 OF THE HEALTH AND SAFETY CODE, A DISPOSITION AND DEVELOPMENT AGREEMENT WITH F4 TRANSBAY PARTNERS LLC, A DELAWARE LIMITED LIABILITY COMPANY AND TRANSBAY BLOCK 4 HOUSING PARTNERSHIP, L.P., A CALIFORNIA LIMITED PARTNERSHIP, FOR THE PURCHASE OF BLOCK 4 OF ZONE ONE OF THE TRANSBAY REDEVELOPMENT PROJECT AREA (BLOCK 4) AND ADJACENT FUTURE TEHAMA STREET RIGHT OF WAY, AND DEVELOPMENT OF APPROXIMATELY 681 RESIDENTIAL UNITS INCLUDING 306 UNITS AFFORDABLE TO LOW- OR MODERATE-INCOME HOUSEHOLDS, GROUND FLOOR RETAIL, OPEN SPACE, STREETScape IMPROVEMENTS AND UNDERGROUND PARKING; AND ADOPTING ENVIRONMENTAL REVIEW FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; TRANSBAY REDEVELOPMENT PROJECT AREA

WHEREAS, In furtherance of the objectives of the California Community Redevelopment Law (Health and Safety Code, section 33000 et seq. the “Community Redevelopment Law”), the Redevelopment Agency of the City and County of San Francisco (“Former Agency”) undertook programs for the redevelopment of blighted areas in the City and County of San Francisco (“City”), including the Transbay Redevelopment Project Area (“Project Area”); and,

WHEREAS, The Board of Supervisors of the City and County of San Francisco (“Board of Supervisors”) approved the Redevelopment Plan for the Transbay Redevelopment Project Area by Ordinance No. 124-05 (June 21, 2005) and by Ordinance No. 99-06 (May 9, 2006), as amended by Ordinance No. 84-15 (June 18, 2015) and Ordinance No. 62-16 (April 28, 2016) (“Redevelopment Plan”); and,

WHEREAS, The Redevelopment Plan establishes the land use controls that Successor Agency applies in the Project Area. The Redevelopment Plan divides the Project Area into two subareas: Zone One in which the Redevelopment Plan and the Development Controls and Design Guidelines for the Transbay Redevelopment Project (“Development Controls”) define and regulate land uses, and Zone Two in which the San Francisco Planning Code applies. The Successor Agency solely administers and enforces land use entitlements for property and projects in Zone One and has delegated its authority over projects that do not require Successor Agency action in Zone Two to the San Francisco Planning Department pursuant to that certain Delegation Agreement between the Former Agency and the Planning Department for the Transbay Redevelopment Project Area (May 3, 2005); and,

WHEREAS, On August 4, 2006, and in furtherance of the Redevelopment Plan, the Former Agency caused a Declaration of Restrictions affecting all of the Project Area to be recorded in the Official Records, as Document No. 2006-I224839 (the “Project Area Declaration of Restrictions”); and,

WHEREAS, Per the Redevelopment Plan and the Transbay Redevelopment Project Tax Increment and Sales Proceeds Pledge Agreement (“Pledge Agreement”) between the Former Agency, the Transbay Joint Powers Authority (“TJPA”), and the City, land sale and net tax increment revenue generated by the parcels in the Project Area that are currently or formerly owned by the State of California (“State”) has been pledged to the TJPA to help pay the cost of building the Transbay Transit Center. The State-Owned Parcels (as defined in the Pledge Agreement) include portions or the entirety of the development sites on Transbay Blocks 2 through 9, 11, and 12, and Parcels F, M, and T; and,

WHEREAS, California Public Resources Code Section 5027.1 requires that any redevelopment plan adopted to finance, in whole or in part, the demolition of the Transbay Terminal building and the construction of a new terminal, including its associated vehicle ramps, shall ensure that at least 25% of all dwelling units developed within the project area shall be available at affordable housing cost to, and occupied by, persons and families whose incomes do not exceed 60% of the area median income, and that at least an additional 10% of all dwelling units developed within the project area shall be available at affordable housing cost to, and occupied by, persons and families whose incomes do not exceed 120% of the area median income. Application of this project area objective may require that particular publicly owned parcels will have to be developed with a greater percentage of affordable housing units than 35% (“Transbay Affordable Housing Obligation”); and,

WHEREAS, In 2003, the TJPA, the City, and the State, acting by and through its Department of Transportation (“Caltrans”), entered into a Cooperative Agreement, which sets forth the process for the transfer of the State-Owned Parcels to the City and the TJPA (“Cooperative Agreement”). In 2005, the TJPA and the Former Agency entered into the Transbay Redevelopment Project Implementation Agreement (“Implementation Agreement”) which requires the Former Agency to prepare and sell the formerly State-Owned Parcels and to implement the Redevelopment Plan, including, among other things, the construction and funding of new infrastructure improvements (such as parks and streetscapes) and compliance with the Transbay Affordable Housing Obligation. Subsequently, in 2008, the TJPA, the City and the Former Agency entered into an Option Agreement for the Purchase and Sale of Real Property (“2008 Option Agreement”), which describes the process for the transfer of certain of these parcels to the Former Agency to facilitate the sale of the parcels and provide the TJPA with the Gross Sales Proceeds for funding of the Transbay Transit Center. The 2008 Option Agreement defines Gross Sales Proceeds as the final purchase price based on “consideration of Transbay Redevelopment Plan development restrictions, environmental contamination, legally required affordable housing, and other conditions which reasonably effect [sic] the fair market value.”; and,

WHEREAS, On February 1, 2012, the State of California dissolved all redevelopment agencies including the Former Agency and required the transfer of certain of the Former Agency's assets and obligations to the Successor Agency to the Redevelopment Agency of the City and County of San Francisco (“Successor Agency”), commonly known as the Office of Community Investment and Infrastructure (“OCII”). Cal. Health & Safety Code §§ 34170 et seq. (“Redevelopment Dissolution Law”). On June 27, 2012, the Redevelopment Dissolution Law was amended to clarify that successor agencies are separate public entities from the city or county that had originally established a redevelopment agency and they succeed to the organizational status of the former redevelopment agency to complete any work

related to an approved enforceable obligation. Cal. Health & Safety Code § 34173 (g); and,

WHEREAS, The Board of Supervisors, acting as the legislative body of the Successor Agency, adopted Ordinance No. 215-12 (Oct. 4, 2012), which, among other matters: (a) acknowledged and confirmed that the Successor Agency is a separate legal entity from the City, and (b) established this Successor Agency Commission (“Commission”) and delegated to it the authority to (i) implement, modify, enforce and complete the Former Redevelopment Agency’s enforceable obligations; (ii) approve all contracts and actions related to the assets transferred to or retained by OCII, including, without limitation, the authority to exercise land use, development, and design approval, consistent with the applicable enforceable obligations; and (iii) take any action that the Redevelopment Dissolution Law requires or authorizes on behalf of the Successor Agency and any other action that the Commission deems appropriate, consistent with the Redevelopment Dissolution Law, to comply with such obligations; and,

WHEREAS, On April 15, 2013, the California Department of Finance (“DOF”) finally and conclusively determined, under Cal. Health & Safety Code § 34177.5(i), that the Pledge Agreement, Implementation Agreement, and Transbay Affordable Housing Obligation are continuing enforceable obligations of the Successor Agency under the Redevelopment Dissolution Law; and,

WHEREAS, The Transportation Infrastructure Finance and Innovation Act (“TIFIA”) Loan Agreement between the TJPA, as borrower, and the United States Department of Transportation, as lender, dated January 1, 2010 (as amended, “TIFIA Loan”), and the TJPA’s subsequent tax allocation bond issuance to refinance the TIFIA Loan and finance costs associated with construction and design of the Transbay Program (collectively, the “TJPA Bonds”), pledge (or may in the future pledge) certain property tax increment revenue attributable to certain former state-owned parcels (“Net Tax Increment”), including Block 4 (as defined below), in the Redevelopment Plan as security for the payment of the TJPA Bonds; and,

WHEREAS, Redevelopment Dissolution Law authorizes successor agencies to enter into new agreements if they are “in compliance with an enforceable obligation that existed prior to June 28, 2011.” Cal. Health & Safety Code § 34177.5(a). This resolution authorizes the execution of a disposition and development agreement providing for the transfer of certain Successor Agency property to a third party, the development of market-rate and affordable housing, and the payment of proceeds to the TJPA, as part of Successor Agency’s compliance with the pre-existing enforceable obligations under the Implementation Agreement and the Transbay Affordable Housing Obligation. DOF has confirmed that “any sale, transfer, or conveyance of property related to [the Transbay Final and Conclusive Determination] is authorized.” Email from Justyn Howard, Assistant Program Budget Manager, DOF, to Tiffany Bohee, Executive Director, Successor Agency (Sep. 10, 2013, 09:17 am), attached to the DDA (defined below) as Attachment 2; and,

WHEREAS, Redevelopment Dissolution Law requires successor agencies to prepare a long range property management plan (“PMP”) to dispose of its properties (Cal Health & Safety Code § 34191.5). The PMP must include an inventory of all successor agency properties, with information about date of acquisition, purpose of acquisition, parcel data, current value, revenue generation, environmental contamination, potential for transit-oriented development, and previous development proposals for each property. The PMP must also categorize each

property by one of four permissible uses: (1) retention for governmental use; (2) retention for future development; (3) disposition; or (4) use of the property to fulfill an enforceable obligation. OCII's PMP includes disposition plans for certain assets that OCII has retained to fulfill enforceable obligations, but that are proposed for transfer or sale. Accordingly, OCII's PMP categorizes a portion of Block 4 as follows: "Acquire and sell at market value to third-party developers pursuant to the Transbay Implementation Agreement," and, with respect to future ownership of certain other portions of Block 4, "Acquire and retain to fulfill Transbay enforceable obligations (i.e., to ensure these parcels are developed into affordable housing to meet the state-mandated 35% affordable housing requirement in Transbay)." The PMP was approved by Oversight Board Resolution Nos. 12-2013 (adopted November 25, 2013) and 14-2015 (adopted November 23, 2015), and finally approved by DOF in late 2015; and,

WHEREAS, The TJPA is responsible for implementing the Transbay Transit Center Program, which includes, among other things, (i) on the site of the former Transbay Terminal, the construction of a new Transit Center building ("Transit Center"), (ii) a rail tunnel and rail systems to extend Caltrain service from Fourth and King Streets to the Transit Center and to accommodate California High Speed Rail trains in the future, (iii) a new underground Fourth and Townsend Street Caltrain Station, (iv) modifications to the existing surface station at Fourth and King Streets, (v) a temporary bus terminal operated until the completion and occupancy of the Transit Center ("Temporary Terminal"), (vi) a bus ramp connecting the Bay Bridge to the Transit Center, and (vii) permanent bus storage facilities; and,

WHEREAS, Under the Cooperative Agreement, the TJPA acquired State-Owned Parcels O, O', and O'' (collectively, former Lot 008 of Assessor's Block 3739) subject to a power of termination vested in Caltrans ("Caltrans Power of Termination"). These parcels comprise the majority of the city block bounded by Beale, Howard, Main, and Folsom Streets in San Francisco, California, which the TJPA used to operate the Temporary Terminal. The property described in Attachment 2 to the DDA (defined below), being Lot 10 of Assessor's Block 3739 and constituting approximately the northern third of the Temporary Terminal site, is identified as Block 4 under the Redevelopment Plan (and referred to herein as "Block 4" or the "Site"), which will be developed pursuant to the DDA (defined below) together with the property more particularly described in Attachment 3 to the DDA (defined below), being Lot 10 of Assessor's Block 3739 constituting the future public right of way immediately adjacent to the south of the Site (the "Tehama Parcel"). In 2015, the TJPA secured a loan for Transit Center construction with a lien on Block 4 and other property. Subsequently, the loan was repaid and Caltrans relinquished the Caltrans Power of Termination as it encumbered Block 4, pursuant to that certain document recorded on January 22, 2015 in the Official Records as document no. 2015-K010430-00; and,

WHEREAS, Under the 2008 Option Agreement, Successor Agency (as the successor to the Former Agency) has the exclusive and irrevocable option to acquire the entirety of Block 4 from the TJPA and/or to approve a transfer of Block 4 to a developer consistent with the terms of the 2008 Option Agreement. On January 15, 2021, the TJPA conveyed Block 4 and the Tehama Parcel to the Successor Agency in accordance with the 2008 Option Agreement; and,

WHEREAS, F4 Transbay Partners LLC, a Delaware limited liability company (“Developer”) entered into an Agreement of Purchase and Sale for Real Estate dated March 3, 2016 with the TJPA (“Parcel F PSA”) to acquire a formerly State-Owned Parcel in Zone Two of the Project Area (herein referred to as “Parcel F”). The Parcel F PSA was contingent on approval by the Commission and the Board of Supervisors of an option to purchase Block 4. Developer requested that the Successor Agency enter into a sole source option agreement for the purchase of Block 4 based, in part, on the Developer’s qualifications and its proposal to develop Block 4 with a high level of affordable housing that met or exceeded 45 percent of the total number of residential units on the site; and,

WHEREAS, Pursuant to 65864 *et seq.* of the California Government Code, Developer has entered into a development agreement with the City for the development of Parcel F with a 61-story mixed-use building consisting of, among other things, 165 owned dwelling units, 189 hotel rooms, and approximately 276,000 square feet of office use floor area. Under the that certain Development Agreement by and between the City and Parcel F Owner, LLC Relative to the Development Known as 542-550 Howard Street (Transbay Parcel F) Development Project, dated September 30, 2021 and adopted by the Planning Commission (Resolution No. 2084 dated January 28, 2021) and Board of Supervisors (Ordinance No. 42-21 dated March 23, 2021) (“Development Agreement”), the Developer is required, upon the satisfaction of certain conditions, to pay an Affordable Housing Fee (as that term is defined in the Development Agreement) to the Successor Agency to fund the Successor Agency’s obligation to fulfill the Transbay Affordable Housing Obligation. The Parties to the Development Agreement intend that the Affordable Housing Fee be used to subsidize the construction of the Mid-Rise Affordable Project (defined below); and,

WHEREAS, On June 22, 2016, Successor Agency, as optionor, and Developer, as optionee, entered into an Agreement for Option to Purchase Block 4 that was authorized by the Commission on April 19, 2016 (Commission Resolution No. 18-2016) and approved, under Cal. Health and Safety Code Section 33433 , by the Board of Supervisors on May 27, 2016 (Board Resolution No. 195-16), as evidenced by that certain Memorandum of Option Agreements recorded June 22, 2016, in the Official Records of the City as Document No. 2016-K277787-00, as amended by that First Amendment to Agreement for Option to Purchase Block 4, dated for reference purposes as of September 16, 2019 and authorized by the Commission on September 18, 2018 (Resolution No. 38-2018), and approved by the TJPA Board on August 8, 2019 (Resolution No. 021-2019), and as further amended by that Second Amendment to Agreement for Option to Purchase Block 4, dated for reference purposes as of December 15, 2020 and authorized by the Commission on the same date by Resolution No. 42-2020 and approved by the TJPA Board on January 14, 2021, by Resolution No. 004-2021, as further amended by that Third Amendment to Agreement for Option to Purchase Block 4, dated for reference purposes as of July 1, 2021 and authorized by the Commission on June 15, 2021, by Resolution No. 23-2021 and approved by the TJPA Board on July 22, 2021, by Resolution No. 022-2021, and as further amended by that Fourth Amendment to Agreement for Option to Purchase Block 4, dated for reference purposes as of October 1, 2021 and authorized by the Commission on September 21, 2021, by Resolution No. 31-2021 and approved by the TJPA Board on October 14, 2021, by Resolution No. 033-2021 (together as amended “Block 4 Option Agreement”); and,

WHEREAS, The Block 4 Option Agreement provides, among other things, that the Developer will “include, at no cost to OCII, the TJPA, or the City, at least forty five percent (45%) below-market-rate (“BMR”) units on Block 4 plus . . . the transfer of affordable units required on Parcel F by the Redevelopment Plan and Planning Code in effect as of the date of this Agreement onto Block 4 (“Buyer’s Inclusionary Obligation”).” It also provides that OCII will have sole and absolute discretion to determine the total number and type of affordable units to be constructed on Block 4, as well as all other terms in this Agreement, except for the Block 4 sales price, which is determined by the amount or methodology established in the Option Agreement. The Block 4 Option Agreement includes a term sheet providing base terms for negotiation of this Agreement. Under the 2008 Option Agreement and Pledge Agreement with the TJPA, the Successor Agency transmits any proceeds from the sale of Block 4 to the TJPA for the construction of the Transit Terminal Project, as defined in the Pledge Agreement; and,

WHEREAS, Based on the Block 4 Option Agreement, OCII staff negotiated the terms of a disposition and development agreement (“DDA,” attached hereto as Exhibit A) with the Developer and Transbay Block 4 Housing Partnership, L.P., a California limited partnership, for the sale of the Block 4 and conveyance of the land immediately adjacent to the Site (“Tehama Parcel”) to Developer and construction of a residential development project with associated improvements on the Site and Tehama Parcel. The DDA provides for a purchase price of \$6,000,000 and a residential development project (“Project”) generally consisting of (a) a residential tower 552 feet in height (513 feet at the roof of the last occupiable floor plus a rooftop mechanical screening/parapet element of a maximum 39 feet in height), including an attached wing up to 71 feet in height, collectively containing 155 for-sale residential condominium units, 219 market-rate rental residential units and no fewer than 105 rental units affordable to households earning from 100 to 120 percent of area median income, neighborhood retail uses, amenities spaces, open spaces and related supporting spaces; (b) an affordable residential building a maximum of 179 feet in height (163 feet at the roof of the last occupiable floor, and a rooftop mechanical screening/parapet element of a maximum 16 feet in height) containing 201 rental units (and one managers unit) affordable to households earning from 40 to 100 percent of area median income, with supporting facilities, amenities, open spaces and neighborhood retail, (c) an approximately 66,496 square foot underground shared parking garage accommodating up to 275 private vehicles valet-parked and/or parked via stackers, two car share spaces and a parking for a minimum of 556 bicycles; (d) open space and streetscape improvements within and surrounding the Site and including the extension of Tehama Street on the Tehama Parcel; and,

WHEREAS, In accordance with Section 2.1(b) of the Block 4 Option Agreement, Successor Agency and Developer respectively prepared appraisals of the Site as conditioned and regulated under the Plan Amendment (defined below) and proposed DDA, and a Neutral Appraiser chosen in accordance with Section 2.1(b)(vi) of the Block 4 Option Agreement has identified the most reasonable purchase price for the Site as being Six Million Dollars (\$6,000,000), which, with the concurrence of TJPA, constitutes the Purchase Price under the Block 4 Option Agreement and has been incorporated into the DDA as the purchase price for the Site; and

WHEREAS, Developer has requested amendments to the Redevelopment Plan (the “Plan Amendment”) and the Development Controls (the “Development Controls Amendment”) to allow the Project to be constructed in accordance with the design proposed by the Developer and described in detail in the DDA. The Plan

Amendment and the Development Controls Amendment increase certain height and bulk limits and amend other development standards on Block 4. The Plan Amendment must be transmitted to the San Francisco Planning Commission for its review and recommendation and to the San Francisco Board of Supervisors for its review and approval, the effectiveness of such approval by the Board of Supervisors being a condition to the effectiveness of this Resolution and the DDA approved hereunder; and,

WHEREAS, In connection with the review and approval of the Project, Developer has requested that the Successor Agency take a series of actions related to Block 4 and the Tehama Parcel, consisting of: (1) approval of the Plan Amendment, (2) approval of the amendments to the Development Controls, (3) this Resolution authorizing OCII to enter into the DDA, (4) conditional approval of Schematic Designs for the development of the Site, and (5) recommendations of related actions to agencies responsible therefor, including but not limited to the General Plan Amendment (defined below), Zoning Map Amendment (defined below), Plan Amendment, and approval of the sale of the Site by the Board of Supervisors of the City and County of San Francisco for the purpose of compliance with Section 4.7.2 of the Redevelopment Plan, which applies Section 33433 of the California Health and Safety Code to this Site (collectively, items 1 through 5 together with related actions of responsible agencies enumerated in the Addendum (defined below) are the "Proposed Actions"); and,

WHEREAS, Developer has applied to the San Francisco Planning Department requesting amendments to (i) the height classification for Block 4 in the Transit Center District Plan, a Sub Area Plan of the Downtown Plan (the "General Plan Amendment") and (ii) the height classification for Block 4 in the Planning Code's Height Map (the "Zoning Map Amendment"). The General Plan Amendment and the Zoning Map Amendment will provide for consistency between the General Plan, Planning Code, and the Redevelopment Plan and Development Controls (as amended), and will allow the Project to be constructed in accordance with the design proposed by the Developer and described in detail in the DDA. The General Plan Amendment and Zoning Map Amendment must be reviewed and approved by the San Francisco Planning Commission and the San Francisco Board of Supervisors, the effectiveness of such approval being a condition to the effectiveness of this Resolution and the DDA approved hereunder; and,

WHEREAS, On June 21, 2022, the Commission adopted Resolution No. __-2022 by which the Commission determined that the Final Environmental Impact Statement/Environmental Impact Report for the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project (the "FEIS/EIR" as defined in said resolution), together with further analysis provided in Addendum No. 9 to the FEIS/EIR (the "Addendum" as defined in said resolution), remains adequate, accurate, and objective and in compliance with the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq., and the CEQA Guidelines (14 California Code of Regulations Sections 15000 et seq., collectively "CEQA") for purposes of evaluating the potential environmental effects of the Proposed Actions (including approval of the DDA and construction of the Project thereunder); and,

WHEREAS, The environmental effects of the DDA and development of the Project thereunder have been analyzed in the environmental documents as described in Commission Resolution No. 18-2022. Copies of the FEIS/EIR and Addendum No. 9 are on file with the Commission Secretary; and,

WHEREAS, OCII staff has reviewed the DDA and, in accordance with its Commission Memorandum and supporting information provided to the Commission and incorporated herein by reference, finds it acceptable and recommends approval thereof; now therefore be it

RESOLVED, That in Resolution No. 18-2022, the Commission adopted findings that the Proposed Actions, including the DDA and construction of the Project thereunder, are in compliance with CEQA, said findings, which are on file with the Commission Secretary, being in furtherance of the actions contemplated in this Resolution and made part of this Resolution by reference herein; and, be it further

RESOLVED, That for the purposes of compliance with CEQA, the Commission hereby adopts the findings and determinations set out in Resolution No. 18-2022, adopted concurrently herewith, that the DDA and construction of the Project thereunder is within the scope of the project analyzed by the FEIS/EIR and Addendum No. 9; and, be it further

RESOLVED, That concurrently with adopting this Resolution, the Commission has, pursuant to Cal. Health and Safety Code Section 33431, held a public hearing to consider its proposal to enter into the DDA for the sale of property within the Project Area without public bidding therefore, and be it further

RESOLVED, The Commission hereby authorizes the Executive Director to (i) execute the DDA with F4 Transbay Partners LLC, a Delaware limited liability company and Transbay Block 4 Housing Partnership, L.P., a California limited partnership, substantially in the form approved by the Successor Agency's General Counsel and attached as Exhibit A, and (ii) enter into any and all ancillary documents or take any additional actions necessary to consummate the transaction with respect to the Project as described in the DDA and this Resolution; provided that the effectiveness of the DDA is subject to the effectiveness of the General Plan Amendment, Zoning Map Amendment, and Plan Amendment and approval of the sale of the Site by the Board of Supervisors of the City and County of San Francisco for the purpose of compliance with Cal. Health and Safety Code Section 33433.

I hereby certify that the foregoing resolution was adopted by the Successor Agency Commission at its meeting of June 21, 2022.


Commission Secretary

EXHIBIT A: DISPOSITION AND DEVELOPMENT AGREEMENT – (Transbay Block 4)

**Free Recording Requested Pursuant to Government
Code Section 27383 and 27388.1 at the Request of the
Successor Agency to the Redevelopment Agency of the
City and County of San Francisco**

WHEN RECORDED, MAIL TO:

Successor Agency to the Redevelopment Agency of the
City and County of San Francisco
One South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103
Attention: Development Services Manager

Assessor's Block 3739, Lots 010 & 011

Space Above This Line Reserved for Recorder's Use

**DISPOSITION AND DEVELOPMENT AGREEMENT
(Transbay Block 4)**

by and between

THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, organized and existing under
the laws of the State of California

and

F4 TRANSBAY PARTNERS LLC, a Delaware limited liability company

and

TRANSBAY BLOCK 4 HOUSING PARTNERSHIP, L.P.,
a California limited partnership

FOR THE SALE AND DEVELOPMENT OF TRANSBAY BLOCK 4
(ASSESSOR'S BLOCK 3739, LOTS 010 AND 011)

Dated as of June __, 2022

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DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into as of October _____, 2022 and is effective as of the Effective Date (as defined below), by and between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body organized and existing under the laws of the State of California, commonly known as the Office of Community Investment and Infrastructure (“**Successor Agency**”), F4 TRANSBAY PARTNERS LLC, a Delaware limited liability company (“**Developer**”), and TRANSBAY BLOCK 4 HOUSING PARTNERSHIP, L.P., a California limited partnership (“**Affordable Developer**”) (collectively, the “**Parties**”). Developer and Affordable Developer are referred to from time to time herein as “**Developers**.” The Parties agree as follows:

RECITALS

A. In furtherance of the objectives of the Community Redevelopment Law of the State of California, the Redevelopment Agency of the City and County of San Francisco (the “**Former Agency**”) undertook a program to redevelop and revitalize blighted areas in San Francisco and in connection therewith adopted a redevelopment project area known as the Transbay Redevelopment Project Area (the “**Project Area**”).

B. The Board of Supervisors of the City and County of San Francisco (“**Board of Supervisors**”) approved a Redevelopment Plan for the Project Area by Ordinance No. 124-05, adopted on June 21, 2005, and by Ordinance No. 99-06, adopted on May 9, 2006, filed in the Office of the Recorder of the City and County of San Francisco (“**Official Records**”) as Document No. 2006-I224836, as amended by Ordinance No. 84-15 (June 18, 2015) as Document No. 2015-K135871, and as amended by Ordinance No. 62-16 (April 19, 2016), as Document No. 2016-K333253, and as it may be amended from time to time (the “**Redevelopment Plan**”).

C. The Redevelopment Plan establishes the land use controls that Successor Agency applies in the Project Area. The Redevelopment Plan divides the Project Area into two subareas: Zone One in which the Redevelopment Plan and the Development Controls and Design Guidelines for the Transbay Redevelopment Project (2005) (“**Development Controls**” or “**DCDG**”) define land uses, and Zone Two in which the San Francisco Planning Code applies. Successor Agency solely administers and enforces land use entitlements for property and projects in Zone One and has delegated its authority over projects that do not require Successor Agency action in Zone Two to the San Francisco Planning Department pursuant to that certain Delegation Agreement between the Former Agency and the Planning Department for the Transbay Redevelopment Project Area (May 3, 2005).

D. On August 4, 2006, and in furtherance of the Redevelopment Plan, the Former Agency caused a Declaration of Restrictions affecting all of the Project Area to be recorded in the Official Records, as Document No. 2006-I224839 (the “**Project Area Declaration of Restrictions**”).

E. Per the Redevelopment Plan and the Transbay Redevelopment Project Tax Increment and Sales Proceeds Pledge Agreement (“**Pledge Agreement**”) between the Former Agency, the Transbay Joint Powers Authority (“**TJPA**”), and the City and County of San Francisco (the “**City**”), land sale and net tax increment revenue generated by the parcels in the Project Area that are currently or formerly owned by the State of California (“**State**”) has been pledged to the TJPA to help pay the cost of building the Transbay Transit Center. The State-Owned Parcels (as defined in the Pledge Agreement) include portions or the entirety of the development sites on Blocks 2 through 9, 11, and 12, and Parcels F, M, and T.

F. California Public Resources Code Section 5027.1 requires that any redevelopment plan

adopted to finance, in whole or in part, the demolition of the Transbay Terminal building and the construction of a new terminal, including its associated vehicle ramps, shall ensure that at least 25% of all dwelling units developed within the project area shall be available at affordable housing cost to, and occupied by, persons and families whose incomes do not exceed 60% of the area median income, and that at least an additional 10% of all dwelling units developed within the project area shall be available at affordable housing cost to, and occupied by, persons and families whose incomes do not exceed 120% of the area median income. Application of this project area objective may require that particular publicly owned parcels will have to be developed with a greater percentage of affordable housing units than 35% (“**Transbay Affordable Housing Obligation**”).

G. In 2003, the TJPA, the City, and the State, acting by and through its Department of Transportation (“**Caltrans**”), entered into a Cooperative Agreement, which sets forth the process for the transfer of the State-Owned Parcels to the City and the TJPA (“**Cooperative Agreement**”). In 2005, the TJPA and the Former Agency entered into the Transbay Redevelopment Project Implementation Agreement (“**Implementation Agreement**”) which requires the Former Agency to prepare and sell the formerly State-Owned Parcels and to implement the Redevelopment Plan, including, among other things, the construction and funding of new infrastructure improvements (such as parks and streetscapes) and compliance with the Transbay Affordable Housing Obligation. Subsequently, in 2008, the TJPA, the City and the Former Agency entered into an Option Agreement for the Purchase and Sale of Real Property (“**2008 Option Agreement**”), which describes the process for the transfer of certain of these parcels to the Former Agency to facilitate the sale of the parcels and provide the TJPA with the Gross Sales Proceeds for funding of the Transbay Transit Center. The 2008 Option Agreement defines Gross Sales Proceeds as the final purchase price based on “consideration of Transbay Redevelopment Plan development restrictions, environmental contamination, legally required affordable housing, and other conditions which reasonably effect [sic] the fair market value.” 2008 Option Agreement, § 6.1 at page 7.

H. On February 1, 2012, the State of California dissolved all redevelopment agencies, including the Former Agency, by operation of law pursuant to California Health and Safety Code Sections 34170 et seq. (“**Redevelopment Dissolution Law**”). Under the authority of the Redevelopment Dissolution Law and under San Francisco Ordinance No. 215-12 (Oct. 4, 2012) (establishing the Successor Agency Commission (“**Commission**”) and delegating to it state authority under the Redevelopment Dissolution Law), the Successor Agency is administering the enforceable obligations of the Former Agency.

I. On April 15, 2013, the California Department of Finance (“**DOF**”) finally and conclusively determined, under Cal. Health & Safety Code § 34177.5 (i), that the Pledge Agreement, Implementation Agreement, and Transbay Affordable Housing Obligation are continuing enforceable obligations of the Successor Agency under the Redevelopment Dissolution Law. A copy of DOF’s Transbay Final and Conclusive Determination is attached as Attachment 1.

J. The Transportation Infrastructure Finance and Innovation Act (“**TIFIA**”) Loan Agreement between the TJPA, as borrower, and the United States Department of Transportation, as lender, dated January 1, 2010 (as amended, “**TIFIA Loan**”), and the TJPA’s subsequent tax allocation bond issuance to refinance the TIFIA Loan and finance costs associated with construction and design of the Transbay Program (collectively, the “**TJPA Bonds**”), pledge (or may in the future pledge) certain property tax increment revenue attributable to certain former state-owned parcels (“**Net Tax Increment**”), including Block 4 (as defined below), in the Redevelopment Plan as security for the payment of the TJPA Bonds.

K. Redevelopment Dissolution Law authorizes successor agencies to enter into new agreements if they are “in compliance with an enforceable obligation that existed prior to June 28, 2011.” Cal. Health & Safety Code § 34177.5(a). This Agreement, providing for the transfer of certain Successor

Agency property to a third party, the development of market-rate and affordable housing, and the payment of proceeds to the TJPA, is part of Successor Agency's compliance with the pre-existing enforceable obligations under the Implementation Agreement and the Transbay Affordable Housing Obligation. DOF has confirmed that "any sale, transfer, or conveyance of property related to [the Transbay Final and Conclusive Determination] is authorized." Email from Justyn Howard, Assistant Program Budget Manager, DOF, to Tiffany Bohee, Executive Director, Successor Agency (Sep. 10, 2013, 09:17 am), attached as Attachment 2.

L. The TJPA is responsible for implementing the Transbay Transit Center Program, which includes, among other things, (i) on the site of the former Transbay Terminal, the construction of a new Transit Center building ("**Transit Center**"), (ii) a rail tunnel and rail systems to extend Caltrain service from Fourth and King Streets to the Transit Center and to accommodate California High Speed Rail trains in the future, (iii) a new underground Fourth and Townsend Street Caltrain Station, (iv) modifications to the existing surface station at Fourth and King Streets, (v) a temporary bus terminal operated until the completion and occupancy of the Transit Center ("**Temporary Terminal**"), (vi) a bus ramp connecting the Bay Bridge to the Transit Center, and (vii) permanent bus storage facilities.

M. Under the Cooperative Agreement, the TJPA acquired State-Owned Parcels O, O', and O'' (collectively, former Lot 008 of Assessor's Block 3739) subject to a power of termination vested in Caltrans ("**Caltrans Power of Termination**"). These parcels comprise the majority of the city block bounded by Beale, Howard, Main, and Folsom Streets in San Francisco, California, which the TJPA used to operate the Temporary Terminal. The property described in Attachment 2 hereto, being approximately the northern third of the Temporary Terminal site, is identified as Block 4 under the Redevelopment Plan (and referred to herein as "**Block 4**" or the "**Site**"), which will be developed hereunder together with the future public right of way immediately adjacent to the south of the Site (the "**Tehama Parcel**", which is more particularly described in Attachment 3). In 2015, the TJPA secured a loan for Transit Center construction with a lien on Block 4 and other property. Subsequently, the loan was repaid and Caltrans relinquished the Caltrans Power of Termination as it encumbered Block 4, pursuant to that certain document recorded on January 22, 2015 in the Official Records as document no. 2015-K010430-00.

N. Under the 2008 Option Agreement, Successor Agency (as the successor to the Former Agency) has the exclusive and irrevocable option to acquire the entirety of Block 4 from the TJPA. Successor Agency has discretion, consistent with the terms of the 2008 Option Agreement, to approve a transfer of Block 4 to a developer. Development of Block 4 must comply with the Redevelopment Plan, the Development Controls, and the enforceable obligations covered by the Transbay Final and Conclusive Determination. The Redevelopment Plan and the Development Controls require residential development on Block 4 once it is no longer needed for the Temporary Terminal.

O. The Developer, F4 Transbay Partners, LLC, consists of Hines Urban F4, LLC, as managing member, and Broad Street Principal Investments, LLC and Affiliates, as member. Hines Urban F4, LLC, consists of Hines and Affiliates as managing member, and Urban Pacific Development, LLC, as member.

P. The Developer entered into an Agreement of Purchase and Sale for Real Estate dated March 3, 2016 with the TJPA ("**Parcel F PSA**") to acquire a formerly State-Owned Parcel in Zone Two of the Project Area (herein referred to as "**Parcel F**"). The Parcel F PSA was contingent on approval by the Commission and the Board of Supervisors of an option to purchase Block 4. Developer requested that the Successor Agency enter into a sole source option agreement for the purchase of Block 4 based, in part, in the Developer's qualifications and its proposal to develop Block 4 with a high amount of affordable housing that met or exceeded 45 percent of the total number of residential units on the site.

Q. Pursuant to 65864 *et seq.* of the California Government Code, Developer has entered into a development agreement with the City for the development of Parcel F with a 61-story mixed-use building consisting of, among other things, 165 owned dwelling units, 189 hotel rooms, and approximately 276,000 square feet of office use floor area. Under the that certain Development Agreement by and between the City and Parcel F Owner, LLC Relative to the Development Known as 542-550 Howard Street (Transbay Parcel F) Development Project, dated September 30, 2021 and adopted by the Planning Commission (Resolution No. 2084 dated January 28, 2021) and Board of Supervisors (Ordinance No. 42-21 dated March 23, 2021), the Developer is required, upon the satisfaction of certain conditions, to pay an Affordable Housing Fee (as that term is defined in the development agreement) to the Successor Agency to fund the Successor Agency's obligation to fulfill the Transbay Affordable Housing Obligation. The Parties intend that the Affordable Housing Fee be used to subsidize the construction of the Mid-Rise Affordable Project.

R. On June 22, 2016, Successor Agency, as optionor, and Developer, as optionee, entered into an Agreement for Option to Purchase Block 4 that was authorized by the Commission on April 19, 2016 (Commission Resolution No. 18-2016) and approved, under Section 33433 of the Health and Safety Code, by the Board of Supervisors on May 27, 2016 (Board Resolution No. 195-16), as evidenced by that certain Memorandum of Option Agreements recorded June 22, 2016 in the Official Records of the City as Document No. 2016-K277787-00, as amended by that First Amendment to Agreement for Option to Purchase Block 4, dated for reference purposes as of September 16, 2019, that was authorized by the Commission on September 18, 2018 (Resolution No. 38-2018) and approved by the TJPA Board on August 8, 2019 (Resolution No. 021-2019) and as further amended by that Second Amendment to Agreement for Option to Purchase Block 4, dated for reference purposes as of December 15, 2020, that was authorized by the Commission on the same date by Resolution No. 42-2020 and approved by the TJPA Board on January 14, 2021 by Resolution No. 004-2021, as further amended by that Third Amendment to Agreement for Option to Purchase Block 4, dated for reference purposes as of July 1, 2021, that was authorized by the Commission on June 15, 2021 by Resolution No. 23-2021 and approved by the TJPA Board on July 22, 2021 by Resolution No. 022-2021, and as further amended by that Fourth Amendment to Agreement for Option to Purchase Block 4, dated for reference purposes as of October 1, 2021, that was authorized by the Commission on September 21, 2021 by Resolution No. 31-2021 and approved by the TJPA Board on October 14, 2021 by Resolution No. 033-2021 (together as amended "**Block 4 Option Agreement**").

S. The Block 4 Option Agreement provides, among other things, that the Developer will "include, at no cost to OCII, the TJPA, or the City, at least forty five percent (45%) below-market-rate ("**BMR**") units on Block 4 plus . . . the transfer of affordable units required on Parcel F by the Redevelopment Plan and Planning Code in effect as of the date of this Agreement onto Block 4 ("**Buyer's Inclusionary Obligation**")." [Block 4 Option Agreement at p. 5]. It also provides that OCII will have sole and absolute discretion to determine the total number and type of affordable units to be constructed on Block 4, as well as all other terms in this Agreement, except for the Block 4 sales price, which is determined by the amount or methodology established in the Option Agreement. The Block 4 Option Agreement includes a term sheet providing base terms for negotiation of this Agreement. Under the 2008 Option Agreement and Pledge Agreement with the TJPA, the Successor Agency transmits any proceeds from the sale of Block 4 to the TJPA for the Transit Center construction.

T. The Developer requested an amendment to the Redevelopment Plan Exhibit 4: Zone One Plan Map, to increase the maximum overall height limit on Block 4 from 450 feet to 513 feet and to increase the maximum building floor plate sizes applicable to Block 4:(a) from 7,500 square feet to 13,500 square feet for buildings 85 feet to 250 feet in height, and (b) from 13,000 square feet to 15,200 square feet for buildings over 250 feet in height but limited to that portion of the building that is between 85 feet and 122 feet in height ("**Plan Amendment**"), together with an amendment to the Development Controls to, among other matters, reflect the Plan Amendment as well as to increase the maximum Townhouse, Podium 1 and Podium 2 height ranges on Block 4 from 50, 65 and 85 feet, respectively, to 71, 163 and 115 feet

(“**Development Controls Amendment**”). The Commission approved the Plan Amendment by Resolution No. X-2022 (_____, 2022), and the Development Controls Amendment by Resolution No. XX-2022 (_____, 2022). On _____, 2022, the City’s Planning Commission determined by Motion No. XXXXX that the Plan Amendment conforms to the San Francisco General Plan. On _____, 2022, the Board of Supervisors adopted Ordinance No. XXX-22 approving the Plan Amendment. The Plan Amendment and Development Controls Amendment become effective 90 days after enactment of the ordinance approving the Plan Amendment. Cal. Health & Safety Code § 33378(b)(2) and 33450. All references hereinafter to the Redevelopment Plan shall mean the Redevelopment Plan as amended by the Plan Amendment, and references to the Development Controls shall mean the Development Controls as amended by the Development Controls Amendment.

U. The scope of development for both the Site and the Tehama Parcel is fully described in Attachment 4 (“**Scope of Development**”). This generally includes the following improvements, each as more particularly described in the Scope of Development: (a) an approximately 155-unit market-rate residential condominium component consisting of approximately 135 for-sale residential condominium units and 20 adjacent condominium townhouses (the “**Tower Market-Rate Condominium Project**”) (together, the residential condominium units and the condominium townhouses in the Tower Market-Rate Condominium Project are referred to as the “**Residential Condominium Units**”); (b) a residential rental component consisting of approximately 219 market-rate rental residential units and no fewer than 105 rental units affordable to households earning from 100 to 120 percent of area median income, (the “**Tower Mixed-Income Rental Project**”, and together with the Tower Market-Rate Condominium Project, the “**Tower Project**”); (c) an affordable housing component consisting of no fewer than 202 rental units (including one manager’s unit and 201 rental Affordable Housing Units) within a mid-rise building adjacent to the tower, affordable to households earning from 40 to 100 percent of area median income (“**Mid-Rise Affordable Project**”) (together, the BMR units in the Tower Mixed-Income Rental Project and in the Mid-Rise Affordable Project are referred to as the “**Affordable Housing Units**”); (d) Streetscape Improvements surrounding the Site and including the extension of Tehama Street on the Tehama Parcel; (e) approximately 8,389 square feet of ground-floor retail space along Main, Howard, Tehama and Beale Streets (the “**Commercial Units**”), including approximately 6,431 square feet located on the ground floor of the Mid-Rise Affordable Project reserved for Community Commercial Space; (f) approximately 5,850 square feet of Public Open Space and 11,016 square feet of Project Open Space ; (g) an approximately 66,496 square foot underground “**Shared Parking Garage**” accommodating up to 275 private vehicles valet-parked and/or parked via stackers and a minimum of 556 secured bicycle parking spaces. Items (a) through (g), as further described in the Scope of Development, are collectively referred to as the “**Improvements.**”

V. Pursuant to that certain Transfer Map dated May 2021 and recorded July 1, 2021 in the Official Records of the City as Document No. 2021105647, Successor Agency has assembled the Site and the Tehama Parcel for conveyance.

W. On January 12, 2021, TJPA transferred that portion of the Temporary Terminal site constituting the Site and the Tehama Parcel to Successor Agency pursuant to the 2008 Option Agreement and the Agreement for Purchase and Sale between the TJPA and Successor Agency (August 18, 2020), and the Parties intend that the Site and the Tehama Parcel will be transferred from Successor Agency to Developer on or before the Outside Date for Close of Escrow in accordance with this Agreement. The Parties intend that the Developer will seek permanent subdivision of Block 4 and the Tehama Parcel generally as follows: (i) an airspace parcel for the Mid-Rise Affordable Project that may include the commercial space dedicated to Public Benefit and Community Serving Commercial uses (“**Affordable Air Rights Parcel**,” or if separated from the Affordable Air Rights Parcel pursuant to Section 9.09(b), the “Commercial Subdivision” as defined therein), (ii) the Tehama Parcel (which will be subject to an offer of dedication in fee together with the public improvements thereon to the City); and (iii) the remainder of the Site, which Developer intends to subdivide generally consistent with the Development Program depicted

in Attachment 5, “Development Program”. These foregoing subdivision actions are collectively defined as the “**Permanent Subdivision of the Site.**” Concurrent with recordation of the final subdivision map reflecting the Permanent Subdivision of the Site, the Parties intend that the Developer will convey the Affordable Air Rights Parcel back to the Successor Agency as described in Section 2.04(g) below.

X. In connection with the conveyance of the Affordable Air Rights Parcel to the Successor Agency as described above, the Successor Agency intends to enter into a lease of the Affordable Air Rights Parcel with the Affordable Developer (the “**Air Rights Lease**”). When construction of the Improvements located within the Affordable Air Rights Parcel is complete and the Successor Agency has issued a Certificate of Completion with respect to such Improvements, the Successor Agency will assign the title to the Affordable Air Rights Parcel and the lessor’s interest in the Air Rights Lease to the Mayor’s Office of Housing and Community Development (“**MOHCD**”), as the housing successor under Redevelopment Dissolution Law.

Y. In connection with the construction of the Tehama Parcel and as may be further made a condition of approval of the Permanent Subdivision of the Site, the Successor Agency intends that the Developer will enter into a public improvement agreement (“**PIA**”) with the City for the purpose of constructing the required infrastructure and conveying a public street that meets the City’s standard for acceptance.

Z. Together with its amendment to the Redevelopment Plan for the Project, the City’s Board of Supervisors adopted findings consistent with Health & Safety Code Section 33433 (as applicable under Section 4.7.2 of the Redevelopment Plan) that the Purchase Price established by this Agreement is not less than the “fair market value” or “fair reuse value” for Block 4, pursuant to Resolution No. [XX] enacted [____], 2022.

AA. This Agreement contemplates a sole source sale of the Site to Developer and the Successor Agency has complied with the procedural requirements for notice and public hearing required by Section 33431 of the Health and Safety Code;

BB. Furthermore, the proposed sale is consistent with the disposition plan for the Site that was included in Successor Agency’s Property Management Plan (“**PMP**”), which was prepared in accordance with the requirements of Redevelopment Dissolution Law. The PMP was approved by Oversight Board Resolution Nos. 12-2013 (adopted November 25, 2013) and 14-2015 (adopted November 23, 2015), and finally approved by DOF on December 7, 2015.

CC. The parties wish to enter into this Agreement to complete the sale of the Site and conveyance of the Tehama Parcel to Developer and authorize construction of the Improvements on the Site and Tehama Parcel.

ARTICLE 1 - CONTRACT TERMS

1.01 Purchase Price

(a) The purchase price for the Site shall be SIX MILLION AND 00/100 DOLLARS (\$6,000,000.00) (the “**Purchase Price**”).

(b) The Developer shall deposit the Purchase Price, in cash or immediately available funds, into Escrow on the date established by the Parties for the Close of Escrow in the escrow instructions delivered by the parties pursuant to Section 2.03, but in any event no later than the Outside Date for Close of Escrow. The Purchase Price shall be paid to an account designated by the TJPA in one lump sum

simultaneously with transfer of title to the entire Site and Tehama Parcel to Developer. If Developer is not able to pay the Purchase Price as required in this Section 1.01(b), an additional TWELVE THOUSAND AND 00/100 (\$12,000.00) shall be added to the Purchase Price for each calendar day of delay until the Close of Escrow (the “**Additional Purchase Payment**”).

1.02 Good Faith Deposit

Within ten (10) days after the Effective Date of this Agreement, Developer shall deposit into Escrow a good faith deposit in the amount of TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00) (the “**Good Faith Deposit**”) in cash or immediately available funds. The Good Faith Deposit shall be in addition to, and not be credited toward, the Purchase Price. If the Parties close on the purchase-sale of the Site and conveyance of the Tehama Parcel and Developer achieves Commencement of Substantial Construction, as defined in Section 4.08(b), Successor Agency shall refund the Good Faith Deposit to Developer, less any amounts due under Section 12.01 for then past-due and unpaid Successor Agency Costs. None of the \$600,000.00 deposit paid under the Block 4 Option Agreement or any other amounts paid by Developer during the term of the Block 4 Option Agreement for the costs of Successor Agency shall be credited against the Good Faith Deposit or otherwise refunded.

1.03 Redevelopment Plan and Project Area Declaration of Restrictions

Development on the Site and Tehama Parcel is subject to all the terms and conditions of the Redevelopment Plan and the Project Area Declaration of Restrictions. The Site and Tehama Parcel are located within Zone One as described in the Redevelopment Plan and the Development Controls, both of which determine the land use designation and controls for the Site and Tehama Parcel.

1.04 Term of this Agreement

The term of this Agreement will begin on the Effective Date and continue until the earlier of termination in accordance with its terms or Successor Agency’s issuance and recordation of a Certificate of Completion as provided in Section 4.13 (the “**Term**”), subject to the surviving provisions set forth in Section 5.12.

1.05 Affordable Developer

The Affordable Developer is Transbay Block 4 Housing Partnership, L.P, a limited partnership made up of Mercy Housing California, a California nonprofit (as managing general partner), F4 Transbay Partners LLC, a Delaware limited liability company (as administrative general partner), and a Low-Income Housing Tax Credit investor limited partner.

ARTICLE 2 - CONVEYANCE TERMS

2.01 Purchase and Development

Subject to all of the terms, covenants and conditions of this Agreement, and Community Redevelopment Law as amended by Redevelopment Dissolution Law, Successor Agency agrees to sell and convey the Site to Developer for the Purchase Price and convey the Tehama Parcel in accordance with this Agreement, and Developer agrees to purchase the Site from Successor Agency and pay the Purchase Price to Successor Agency in accordance with the provisions of Section 1.01(a) above and accept the Tehama Parcel and perform all applicable obligations thereto in accordance with this Agreement. In accordance with this Agreement, from and after the Close of Escrow, Developer shall diligently pursue and prosecute

the development, construction, maintenance and operation of the Improvements on the Site and the Tehama Parcel, subject to applicable laws.

2.02 Tehama Parcel

Developer acknowledges and covenants that the Tehama Parcel is being conveyed to Developer solely for the purposes of enabling Developer to complete its obligations to construct all Improvements specified for the Tehama Parcel in the Scope of Development, and that fee title to the Tehama Parcel, including all Improvements constructed thereon in accordance with this Agreement, shall be offered to the City via the Permanent Subdivision of the Site in accordance with all applicable provisions of the City's Subdivision Code and Subdivision Regulations. Except as consistent with this Section 2.02 and Section 5.06, Developer may not convey, in whole or in part, the Tehama Parcel and may not subject the Tehama Parcel to any lien or encumbrance except those approved in advance by the Successor Agency in its sole discretion.

2.03 Escrow

(a) Open, Close of Escrow. Developer shall establish an escrow with Chicago Title Company or such other reputable title company doing business in the City and County of San Francisco as may be selected by Developer and approved by Successor Agency ("**Title Company**") and shall notify Successor Agency in writing upon establishing such escrow ("**Escrow**"). At least fifteen (15) business days prior to the date the Parties' intend for Close of Escrow, but in any event no later than 15 business days prior to the Outside Date for Close of Escrow, Successor Agency and Developer each shall provide escrow instructions to the Title Company as shall be necessary and consistent with this Agreement governing Close of Escrow; at the same time, providing copies to each other. The "**Close of Escrow**" is defined as the consummation of the sale completed herein in accordance with the escrow instructions provided by Developer and Successor Agency. Except to the extent this Agreement provides otherwise, at least one (1) business day prior to the date the Parties intend for Close of Escrow, but in any event no later than one (1) business day prior to the Outside Date for Close of Escrow, the Parties shall each deposit into Escrow all documents and instruments that such party is obligated to deposit into Escrow in accordance with this Agreement.

(b) Outside Date for Close of Escrow. Close of Escrow (including all transactions contemplated therein) shall be completed no later than the "**Outside Date for Close of Escrow**" specified in the Schedule of Performance. The Outside Date for Close of Escrow shall not be extended except (i) for the failure to fulfill one or more of the conditions precedent in Section 2.07 (except failure to fulfill Section 2.07(b)(iv), which is subject to Section 8.08(b)) on or prior to the Outside Date for Close of Escrow where such failure is beyond the control of the Party responsible for the satisfaction of such condition; or (ii) as otherwise provided in this Agreement. In the event the Outside Date for Close of Escrow is extended as provided in this subsection 2.03(b)(i), Developer may request that Successor Agency approve, subject to its reasonable discretion, an extension of any remaining applicable dates set forth in the Schedule of Performance (and, if applicable, Schedule of Important Project Dates) that are not calculated or measured from the Close of Escrow or Outside Date for Close of Escrow.

(c) Title, Escrow and Closing Costs. Developer shall pay to the Title Company or the appropriate payee thereof all title report costs; title insurance premiums and endorsement charges as requested by Developer; recording fees; and any escrow fees in connection with the conveyances contemplated under this Agreement.

2.04 Title

(a) The escrow instructions shall provide that upon the Close of Escrow the Title Company shall provide and deliver to Developer an owner's title insurance policy ("**Title Policy**") (which at Developer's option may be an ALTA owner's policy) issued by the Title Company in an amount reasonably designated by Developer, at the sole cost and expense of Developer, insuring that fee simple title to the Site and the Tehama Parcel is vested in Developer, without any liens, encumbrances, or other matters affecting title except for the title conditions set forth in Attachment 8 ("**Approved Title Conditions**").

(b) Developer shall be entitled to request that the Title Company provide such endorsements (or amendments) to the Title Policy as Developer may reasonably require, provided that the same shall (a) be at no cost to Successor Agency, (b) impose no material or non-customary additional liability on Successor Agency, and (c) not cause a delay in the Close of Escrow.

(c) Developer shall bear all cost and responsibility for any required compliance with applicable laws related to the acquisition of the Site and Tehama Parcel, including, but not limited to, the Subdivision Map Act, the Destroyed Land Records Relief Act, and all other federal, state, and local laws applicable to the development of the Site and Tehama Parcel.

(d) If Developer elects to secure an ALTA owner's policy, Successor Agency shall cooperate with Developer to secure such policy by providing surveys and engineering studies in its possession or control, if any, at no cost to Successor Agency and without warranty of any kind, which relate to or affect the condition of title. The responsibility of Successor Agency assumed by this paragraph is limited to providing such surveys and engineering studies, if any. Developer shall be responsible for securing any other surveys and engineering studies at its sole cost and expense. Successor Agency shall also execute an Owner's Affidavit in the form set forth on Attachment 9, or in such commercially reasonable form required by the Title Company.

(e) Upon satisfaction of all conditions precedent established by this Agreement and the parties' escrow instructions, Successor Agency shall convey to Developer fee simple title to the Site and Tehama Parcel by Grant Deed, in substantially the form attached hereto as Attachment 10 ("**Grant Deed**"), free and clear of any liens, encumbrances and other matters affecting title except for the Approved Title Conditions. Developer shall provide Successor Agency with an executed and acknowledged Developer's Quitclaim Deed. Successor Agency and Developer shall work in good faith to obtain whatever additional assurances are necessary from any City department or agency, including the Department of Public Works and the City Surveyor, to enable Successor Agency to convey marketable and insurable title to the Site and Tehama Parcel.

(f) Concurrently with the recordation of the Grant Deed, the parties shall cause the recordation of a declaration of site restrictions in substantially the form of Attachment 11 (the "**Declaration of Site Restrictions**"), which shall include, among other things, the affordability and eligibility restrictions described in Section 5.05 below and such Declaration of Site Restrictions shall unless otherwise permitted by OCII (1) be in a first lien position and (2) not be subordinated to any lien or other encumbrance during the term of such restrictions.

(g) Following the Close of Escrow, Developer shall control and pursue the Permanent Subdivision of the Site in accordance with the requirements of this Agreement. Concurrently with recordation of a final subdivision map reflecting the Permanent Subdivision of the Site, Developer shall convey the Affordable Air Rights Parcel to Successor Agency free of encumbrances except those encumbrances required for the construction of the Improvements and those encumbrances previously

approved in writing by the Successor Agency. Prior to or after the conveyance of the Affordable Air Rights Parcel, as determined by the Successor Agency: (i) Successor Agency and Affordable Developer shall execute the Air Rights Lease, substantially in the form attached hereto as Attachment 12, and (ii) pursuant to Section 9.11 of this Agreement, the Parties shall cause to be executed and recorded covenants, conditions and restrictions and the REA (as defined in Section 9.11 below); provided, however, that Permanent Subdivision of the Site, the conveyance of the Affordable Air Rights Parcel and the execution of the Air Rights Lease, and the execution and recordation of the REA shall occur prior to or on the date of the closing of Developer's construction financing for the Improvements.

2.05 Taxes and Assessments

Ad valorem taxes and assessments levied, assessed or imposed from and after Close of Escrow shall be the responsibility of Developer.

2.06 Access and Entry by Developers to the Site and Tehama Parcel/Permit to Enter

(a) The Successor Agency represents and warrants to Developer that it has furnished to Developer copies of all existing surveys, environmental reports, inspection reports, and any other writings or data pertaining to the physical condition of the Site which are in the Successor Agency's possession or control. The Successor Agency shall assist Developer in obtaining any such reports or data in the possession and control of the TIPA.

(b) Prior to obtaining the fee title interest in the Site at Close of Escrow, Developers and their representatives shall, subject to the terms of the "**Permit to Enter**" attached to this Agreement as Attachment 13 have the right of access to and entry upon the Site, from time to time and at all reasonable times, for the purpose of obtaining data and making surveys and tests, including site tests and soil borings, necessary to carry out the purposes of this Agreement.

2.07 Conditions Precedent to Close of Escrow

(a) Conditions to Developer's Obligation to Close. The following are conditions to Developer's obligations to close Escrow (the "**Developer Conditions**"), to the extent not expressly waived by Developer:

(i) There shall not be an uncured Event of Default (as defined in Sections 8.01 and 8.02 as applicable) by Successor Agency;

(ii) Successor Agency shall have timely performed all obligations set forth in the Schedule of Performance that are required to be performed by Successor Agency prior to the Close of Escrow;

(iii) The Title Company shall be irrevocably committed to issuing the Title Policy to Developer, subject only to the Approved Title Conditions and in a form reasonably acceptable to Developer in accordance with Section 2.04;

(iv) Successor Agency shall have delivered, or caused to be delivered, to Developer and the Title Company all instructions and documents to be delivered by Successor Agency at Close of Escrow pursuant to the terms and provisions hereof;

(v) Successor Agency shall have executed, acknowledged and deposited with the Title Company the Grant Deed in substantially the form of Attachment 10;

(vi) The Commission shall have approved the Plan Amendment, Development Controls Amendment, this Agreement and “**Schematic Design Documents**” (as those documents are defined in the DRDAP);

(vii) The Board of Supervisors shall have held the public hearing and approved the Plan Amendment and the sale of the Site under California Health & Safety Code Section 33433; and

(viii) There shall be no litigation filed or threatened (excluding any litigation initiated by Developers or by an entity under Developers’ control, and excluding litigation that challenges the validity or enforcement of Transbay Transit Center Community Facilities District 2014-1) that affects title to the Site, arises out of or relates to the physical condition of the Site, affects or may affect Developer’s ability to finance the purchase of the Site, affects or may affect the ability to finance, build or market the Improvements, challenges the actions of Successor Agency or TJPA relating to the Site or this Agreement, or challenges or otherwise relates to the Developers’ right to occupy the Site.

(b) Conditions to Successor Agency’s Obligation to Close Escrow. The following are conditions to Successor Agency’s obligation to close Escrow (“**Successor Agency Conditions**”) to the extent not expressly waived by Successor Agency:

(i) Developer shall have deposited the Purchase Price in Escrow pursuant to Section 1.01 and instructed the Title Company to consummate the Escrow;

(ii) If an Event of Default by Affordable Developer then exists, and if Successor Agency has elected to cause a substitute to replace the Affordable Developer, then such replacement process must be in process and proceeding in accordance with Section 8.04;

(iii) Subject to the provisions of this Agreement, Developer shall have fully performed all obligations set forth in the Schedule of Performance that are required to be performed prior to the Outside Date for Close of Escrow;

(iv) Successor Agency shall have received and approved all items referred to in Section 2.08, and financing for the Improvements in the form and amount approved by Successor Agency under Section 2.08 shall close prior to or concurrently with the Close of Escrow;

(v) Developer shall have furnished certificates of insurance or duplicate originals of insurance policies as required by this Agreement;

(vi) There shall not be an Event of Default by Developer;

(vii) Developer shall have delivered to Successor Agency and the Title Company all instructions and documents to be delivered at Close of Escrow pursuant to the terms and provisions hereof;

(viii) Developer shall have deposited with the Title Company (i) a duly executed and acknowledged Declaration of Site Restrictions, substantially in the form of Attachment 11; (ii) Developer’s Quitclaim Deed, substantially in the form of Attachment 14; and (iii) the PIA, duly executed by Developer, in a form to be mutually agreed upon by Developer and City;

(ix) Developer shall have deposited with the Title Company a duly executed and acknowledged “Unanimous Approval of Annexation to a Community Facilities District and Related

Matters” form in favor of annexing the Site into the CFD to be dated by the Title Company following recordation of the Grant Deed; and

(x) Developers shall have provided Successor Agency with a final development budget, table of sources and uses, and a 20-year operating budget for the Mid-Rise Affordable Project in accordance with Section 9.05(a).

(c) Conditions Precedent to Lease of Affordable Air Rights Parcel to Affordable Developer. The conditions precedent to Successor Agency’s and Affordable Developer’s obligation to enter into a lease of the Affordable Air Rights Parcel are as set forth here and in the Air Rights Lease;

(i) The Board of Supervisors shall have held the public hearing and approved the lease of the Affordable Air Rights Parcel under California Health & Safety Code Section 33433.

(d) Notwithstanding anything in this Agreement to the contrary, if the Outside Date for Close of Escrow is extended pursuant to Section 2.03(b)(i) for more than twelve (12) consecutive months, then either Successor Agency or Developer, by written notice to the other, may terminate this Agreement, whereupon the Good Faith Deposit (less those amounts to be withheld as provided in Section 1.02) shall promptly be returned to Developer and the Parties shall have no further liabilities or obligations under this Agreement arising or accruing following such termination.

2.08 Submission of Evidence of Financing and Project Commitments

No later than the dates specified in the Schedule of Performance for submission of the Evidence of Financing and Project Commitments, Developer shall submit to Successor Agency for review and approval (collectively, the “**Evidence of Financing and Project Commitments**”):

(a) A statement setting forth a budget for the total estimated construction cost of the Improvements, allocated between the Tower Market-Rate Condominium Project, the Tower Mixed-Income Rental Project, and the Mid-Rise Affordable Project, with the construction hard costs prepared by, or with the assistance of, a licensed, bondable general contractor (the “**Budget**”);

(b) A financing plan listing all sources and uses of funds set forth in the Budget, in a form satisfactory to Successor Agency (the “**Financing Plan**”);

(c) An operating budget for the Mid-Rise Affordable Project prepared by the Affordable Developer and agreed to by the Developer, detailing anticipated rent and other project income, and operating expenses including funds for resident services staffing and deposits to reserve accounts, for year one of the Mid-Rise Affordable Project and projected annually for the first twenty years of operation;

(d) A letter from a Bona Fide Institutional Lender, as defined in Article 13, describing a bona fide commitment or commitments for financing the construction costs of the Improvements, including verification of Developer’s construction completion guaranty (the “**Financing Commitment**”). The Financing Commitment shall be certified by Developer to be a true and correct copy or copies thereof; additional commitments of funding to cover the difference between the mortgage amount and the Budget, in the form of evidence of funds dedicated to the Developer’s compliance with the obligations under this Agreement from the holder of such funds, or in another form reasonably satisfactory to Successor Agency; and, if required by the interim construction financing, commitments for permanent financing shall be provided, also certified by Developer to be true and correct copies thereof. Developer covenants to use diligent, good faith efforts to perform any and all conditions to funding thereof;

(e) Final authorization of funding from all governmental agencies providing financing for the construction of the Improvements, including, allocation letters from the California Tax Credit Allocation Committee and California Debt Limit Allocation Committee, and if applicable, a fully executed loan agreement with Successor Agency governing the Successor Agency Loan and/or an award letter from the California Department of Housing and Community Development;

(f) A construction contract, with a bondable general contractor reasonably satisfactory to Successor Agency, for the construction of the Improvements in accordance with the estimated costs set forth in the Budget (the “**Construction Contract**”). Developer will provide a Construction Contract for Successor Agency’s review that may redact confidential, proprietary and trade secret information.

(g) Developer shall submit to the Successor Agency for review and approval by the TJPA a certificate from Developer certifying that funds are or are anticipated to be available to be drawn by Developer and that such funds are or are anticipated to be adequate to pay the costs of planning, design, engineering, procurement, permitting, construction, installation and equipping of the development of Improvements for the intended uses and purposes under this Agreement.

(h) Successor Agency will notify Developer in writing of its approval or disapproval of any of the foregoing documents within twenty-one (21) business days after submission of such documents to Successor Agency, including written reasons for disapproval. Successor Agency shall not unreasonably withhold such approval. Failure of Successor Agency to notify Developer of its approval or disapproval of a document or submission within said periods of time shall entitle Developer to a time extension for the approval of such document or submission until the later of (i) the date of approval by Successor Agency, or (ii) fifteen (15) days after Successor Agency provides written reasons for a disapproval. In no event will Successor Agency’s failure to respond be deemed to be an approval.

(i) In the event Successor Agency disapproves of a document or submission required in this Section 2.08, Developer and Successor Agency shall cooperate to review such document or submission. Developer shall be entitled to a reasonable number of re-submissions of such document or submission for approval, to be resubmitted within fifteen (15) days after Successor Agency provides written reasons for a disapproval. If Developer is diligently pursuing the correction or resolution of a deficiency in such document or submission, Developer shall be entitled to a reasonable time extension of such 15-day period, which, collectively shall be no longer than 180 days. All applicable dates set forth in the Schedule of Performance (and, if applicable, the Schedule of Important Project Dates) shall automatically be extended by the same number of days incurred in undertaking such review.

2.09 Conveyance of Title to the Site and Tehama Parcel and Delivery of Possession

Subject to the provisions of Section 2.08, and provided that (i) Developer is not then in default under the terms of this Agreement, (ii) Successor Agency Conditions and the Developer Conditions have been satisfied or expressly waived by the Close of Escrow, and (iii) Developer has paid all sums then due hereunder, then Successor Agency shall convey to Developer, and Developer shall accept the conveyance of, the fee simple interest in the Site and Tehama Parcel, subject to the Approved Title Conditions and the reconveyance to the Successor Agency of the Affordable Air Rights Parcel under Section 2.04(g) and the obligation to construct on the Tehama Parcel the public improvements and offer same for acceptance by City under Section 9.05.

ARTICLE 3 - SITE CONDITION; HAZARDOUS MATERIALS INDEMNIFICATION;
“AS IS” PURCHASE

3.01 Prior to Conveyance/Site and Tehama Parcel “As Is”

(a) Successor Agency shall convey the Site and Tehama Parcel in their present, “AS IS” condition, free of any liens, leases, encumbrances, or other matters affecting title except for the Approved Title Conditions, and shall not prepare the Site or Tehama Parcel for any purpose whatsoever prior to conveyance to Developer. So long as there is no material adverse change in the condition of the Site or Tehama Parcel after the Effective Date, Developer agrees to accept the Site and Tehama Parcel in “AS IS” condition at the Close of Escrow in the Approved Title Condition.

(b) Developer acknowledges that neither Successor Agency nor the TJPA has made any representation or warranty, express or implied, with respect to the Site or Tehama Parcel, and it is agreed that Successor Agency and the TJPA make no representations, warranties or covenants, express or implied, as to its physical condition; as to the condition of any improvements; as to the suitability or fitness of the land; as to any Environmental Law, or otherwise affecting the use, value, occupancy or enjoyment of the Site or the Tehama Parcel; or as to any other matter whatsoever; it being expressly understood that the Site and Tehama Parcel are being conveyed in an “AS IS” condition. The provisions of this Section 3.01, as with the other provisions of this Agreement, shall survive the Close of Escrow and shall not merge into the Grant Deed delivered to Developer at Close of Escrow.

(c) Developer has been given the opportunity to investigate the Site and Tehama Parcel fully, using experts of its own choosing, as described in Section 2.06.

(d) After Close of Escrow, Developer, at its sole cost and expense, shall comply with all provisions of Environmental Law applicable to the Site and Tehama Parcel, and Successor Agency, the TJPA, and their respective members, officers, agents and employees shall have no responsibility or liability with respect thereto.

(e) Any costs associated with the security, maintenance/repair, and demolition of any existing structures or other improvements on the Site or Tehama Parcel are the sole and absolute responsibility of Developer.

(f) DEVELOPER ACKNOWLEDGES AND AGREES THAT, EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED HEREIN, SUCCESSOR AGENCY IS CONVEYING AND DEVELOPER IS ACCEPTING THE SITE AND TEHAMA PARCEL ON AN “AS IS WITH ALL FAULTS” BASIS SUBJECT TO ALL APPLICABLE LAWS, RULES AND ORDINANCES, INCLUDING WITHOUT LIMITATION, ANY ZONING ORDINANCES, OR OTHER REGULATIONS GOVERNING THE USE, OCCUPANCY OR POSSESSION OF THE SITE AND TEHAMA PARCEL. DEVELOPER REPRESENTS AND WARRANTS THAT DEVELOPER IS RELYING SOLELY ON ITS INDEPENDENT INVESTIGATION AND NOT ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SUCCESSOR AGENCY, THE TJPA, OR THEIR AGENTS AS TO ANY MATTERS CONCERNING THE SITE OR TEHAMA PARCEL, ITS SUITABILITY FOR DEVELOPER’S INTENDED USES OR ANY OF THE SITE CONDITIONS. SUCCESSOR AGENCY DOES NOT GUARANTEE THE LEGAL, PHYSICAL, GEOLOGICAL, ENVIRONMENTAL OR OTHER CONDITIONS OF THE SITE OR TEHAMA PARCEL, NOR DOES IT ASSUME ANY RESPONSIBILITY FOR THE COMPLIANCE OF THE SITE OR TEHAMA PARCEL OR THEIR USE WITH ANY STATUTE, RESOLUTION OR REGULATION. DEVELOPER AGREES THAT NEITHER SUCCESSOR AGENCY, THE TJPA NOR ANY OF SUCCESSOR AGENCY’S OR TJPA’S AGENTS HAVE MADE, AND SUCCESSOR AGENCY

DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITIONS OF THE SITE OR THE TEHAMA PARCEL.

SUCCESSOR AGENCY: _____ DEVELOPER: _____

3.02 Hazardous Materials Indemnification

(a) Developer shall indemnify, defend and hold Successor Agency, the TJPA and their respective members, officers, agents and employees (individually, “**Hazardous Materials Indemnified Party**” and collectively, “**Hazardous Materials Indemnified Parties**”) harmless from and against any losses, costs, claims, damages, liabilities, and causes of action of any nature whatsoever (including, without limitation, the reasonable fees and disbursements of counsel and engineering consultants) incurred by or asserted against any Hazardous Materials Indemnified Party in connection with, arising out of, in response to, or in any manner relating to (A) Developer’s or Affordable Developer’s (as applicable) violation of any Environmental Law, or (B) any Release or threatened Release of a Hazardous Substance, or any condition of pollution, contamination or Hazardous Substance-related nuisance on, under or from the Site or Tehama Parcel, occurring after the Close of Escrow, except where such violation, Release or threatened Release, or condition was at any time caused by the gross negligence or intentional misconduct of the Hazardous Materials Indemnified Party seeking indemnification.

(b) The indemnification obligations by Developer with respect to violations of Environmental Law pursuant to clause (A) above shall, for each Developer, only apply to its own violation of Environmental Law, and the obligations with respect to Release or threatened Release of Hazardous Substances pursuant to clause (B) above shall be joint and several prior to Permanent Subdivision of the Site and, thereafter, shall apply with respect to each Developer (and/or its successor after a Transfer of one or more Portion(s)) only as to its ownership parcel(s).

(c) For purposes of this Section 3.02, the term “**Hazardous Substance**” shall have the meaning set forth in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended as of the date of this Agreement, 42 U.S.C. §9601(14), and in addition shall include, without limitation, petroleum (including crude oil or any fraction thereof) and petroleum products, asbestos, asbestos-containing materials, polychlorinated biphenyls (“**PCBs**”), PCB-containing materials, all hazardous substances identified in the California Health & Safety Code §§25316 and 25281(d), all chemicals listed pursuant to the California Health & Safety Code §25249.8, and any substance deemed a hazardous substance, hazardous material, hazardous waste, or contaminant under Environmental Law. The foregoing definition shall not include substances that occur naturally on the Sited. The term “**Environmental Law**” shall include all federal, state and local laws, regulations and ordinances governing hazardous waste, wastewater discharges, drinking water, air emissions, Hazardous Substance releases or reporting requirements, Hazardous Substance use or storage, and employee or community right-to-know requirements related to the work being performed under this Agreement.

(d) For purposes of this Section 3.02, the term “**Release**” shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discharging of barrels, containers, and other closed receptacles containing any Hazardous Substance).

3.03 Risk of Loss

After Close of Escrow, all risk of loss with respect to any improvements on the Site or the Tehama Parcel shall be borne by Developer; provided that Successor Agency shall assign to Developer at

Close of Escrow any unexpended insurance proceeds and any uncollected claims and rights under insurance policies covering such loss, if any.

3.04 Release

Effective from and after the Close of Escrow, Developer and Affordable Developer hereby waives, releases, acquits, and forever discharge Successor Agency and the TJPA to the maximum extent permitted by law, of and from any and all claims, actions, causes of action, demands, rights, liabilities, damages, losses, costs, expenses, or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, that it now has because of or in any way growing out or connected with this Agreement and either the Site or the Tehama Parcel, including, without limitation, the condition of the Site or Tehama Parcel (including any such claim which arose prior to the Close of Escrow, but is discovered thereafter), except (i) matters arising from Successor Agency's or TJPA's fraud or intentional misrepresentation, (ii) any breach of this Agreement by Successor Agency prior to the Close of Escrow, or (iii) any breach of Successor Agency's post-Closing obligations under this Agreement.

DEVELOPER AND AFFORDABLE DEVELOPER BOTH EXPRESSLY WAIVES ITS RIGHTS GRANTED UNDER CALIFORNIA CIVIL CODE § 1542, AND ANY OTHER PROVISION OF LAW, THAT PROVIDES AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE DEVELOPER, AFFORDABLE DEVELOPER OR RELEASING PARTY DOES NOT KNOW OR EXPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN TO IT WOULD HAVE MATERIALLY AFFECTED ITS AGREEMENT TO RELEASE SUCCESSOR AGENCY AND THE TJPA.

BY PLACING ITS INITIALS BELOW, DEVELOPER AND AFFORDABLE DEVELOPER SPECIFICALLY ACKNOWLEDGE AND CONFIRM THE VALIDITY OF THE RELEASES MADE ABOVE AND THE FACT THAT BOTH DEVELOPER AND AFFORDABLE DEVELOPER WERE REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THE ABOVE RELEASES.

SUCCESSOR AGENCY:_____ DEVELOPER:_____ AFFORDABLE DEVELOPER:_____

ARTICLE 4 - CONSTRUCTION OF IMPROVEMENTS

4.01 Developer's General Development Obligation.

Developer shall bear all cost and responsibility for compliance with all applicable laws related to the development of the Site and Tehama Parcel in accordance with this Agreement, including without limitation the Subdivision Map Act, the Destroyed Land Records Relief Act, the City Building Code and Fire Code, the Redevelopment Requirements, the Project Approval Documents approved by Successor Agency, or such similar documents as reasonably required by the City, as applicable, and all other federal, state, and local laws, including all laws relating to accessibility for persons with disabilities, applicable to the development of either the Site or Tehama Parcel.

4.02 The Improvements

The Improvements are as defined in Recital U.

4.03 Developer's Construction Obligations

(a) Developer (in consultation with the Affordable Developer) shall direct the development process for the Improvements in the manner described in this paragraph, including but not limited to: forming and hiring the design and construction teams in compliance with applicable laws, rules, regulations and Successor Agency policies; providing the design team with the Development Component Diagram as shown on Attachment 5, and other information and timely decisions to facilitate creation of a design responsive to the requirements of this Agreement, causing the securing of all necessary public approvals and permits; providing clarification to the general contractor and prime contractors regarding construction scope to facilitate construction in conformance with the Project Approval Documents (as defined in Article 13); approving and processing necessary or owner-initiated changes to the work; administering the draw process to pay consultants and contractors in a timely and well-documented manner; coordinating with pertinent public agencies throughout design and construction to secure required approvals, including certificates of occupancy; monitoring the progress of design and construction of the Improvements; and monitoring and facilitating the leasing and property management activities of the Project (defined in Section 4.13(c)).

(b) Developer (in consultation with the Affordable Developer) shall diligently commence and thereafter carry out the construction of the Improvements to Completion of Construction (defined in Section 4.13) within the times and in the manner set forth in this Agreement, including without limitation the Schedule of Performance and Scope of Development and Project Approval Documents. In addition, Developer shall use commercially reasonable efforts to perform those actions listed in the Schedule of Important Project Dates on or before the dates provided in this Agreement (said dates being restated in the Schedule of Important Project Dates for convenience), or, with respect to those actions without dates provided in this Agreement, within the time listed in the Schedule of Important Project Dates. Notwithstanding anything in this Agreement to the contrary, the Parties agree that Developer's inability to perform an action listed in the Schedule of Important Project Dates within the associated period stated (or reprinted in) the Schedule of Important Project Dates shall not be a Developer default under this Agreement, provided that Developer has used commercially reasonable efforts required in the previous sentence and further provided that Developer continues to use commercially reasonable efforts to achieve said action or actions until such time as the Parties may mutually agree.

(c) Developer (in consultation with the Affordable Developer) shall construct, or cause to be constructed, the Improvements in accordance with Section 4.03(a) above and all applicable local, state and federal laws and regulations, including without limitation all laws relating to accessibility for persons with disabilities, the San Francisco Building Code, San Francisco Administrative Bulletin AB-093 (Implementation of Green Building Regulations), the Redevelopment Requirements, Mitigation Measures, and the Project Approval Documents (as that term is defined in the Design Review and Document Approval Procedures ("**DRDAP**," Attachment 15)) or such similar documents as reasonably required by the City, as applicable. Improvements shall be constructed to at least a Leadership in Energy and Environmental Design ("**LEED**") Silver (50 LEED Points) or 75 GreenPoint Rated points standard, as required by the City of San Francisco Green Building Code and the Development Controls.

(d) Sixty (60) days prior to the Construction Commencement Date, Developer shall submit to Successor Agency for its review and approval an active community liaison program for keeping neighborhood residents informed about construction of the Improvements.

(e) Developer shall comply with all City construction noise ordinances and regulations including, but not limited to, the following:

- (i) San Francisco Police Code Article 29 "Regulation of Noise"; and

(ii) DBI's "Night Noise Permit Issuance Policy and Procedure".

(f) Developer shall be responsible for securing sufficient funding to construct the Mid-Rise Affordable Project and for constructing all portions of the Improvements necessary to allow for the commencement and completion of construction of the Mid-Rise Affordable Project in accordance with the Schedule of Performance. Other than providing the Successor Agency Loan, neither the Successor Agency nor MOHCD shall be responsible for any costs associated with the Mid-Rise Affordable Project. Developer shall be responsible for completion of the Mid-Rise Affordable Project.

4.04 Compliance with Redevelopment Requirements

The Project Approval Documents shall be in compliance with: (i) this Agreement, including, without limitation, the Scope of Development and (ii) the Redevelopment Plan, the Project Area Declaration of Restrictions, the Development Controls, the Transbay Redevelopment Project Area Design for Development ("D for D"), the Streetscape Plan, and the DRDAP (Attachment 15). The Redevelopment Plan, the Project Area Declaration of Restrictions, the Declaration of Site Restrictions, the Development Controls, the D for D, the Streetscape Plan, the DRDAP, and this Agreement, including the Scope of Development, are sometimes for convenience referred to as "**Redevelopment Requirements**."

4.05 Preparation of Project Approval Documents/Approval of Architect

(a) The Project Approval Documents shall be prepared by or signed by an architect (or architects) licensed to practice architecture in and by the State of California. A California-licensed architect shall coordinate the work of any associated design professions, including engineers and landscape architects. In any event:

(i) A California-licensed architect shall review all construction and certify that all construction has been built based on the design standards in the drawings and specifications as submitted by the architect and as included in the Project Approval Documents; and

(ii) A California-licensed structural and civil engineer shall review and certify all final foundation and grading design to be in substantial conformity with Project Approval Documents.

(b) The architect(s) for the Improvements shall certify that the Improvements have been designed in accordance with all local, state and federal laws and regulations relating to accessibility for persons with disabilities.

4.06 Submission of Project Approval Documents

Developer (in consultation with the Affordable Developer), shall prepare and submit Project Approval Documents to Successor Agency for review and approval in accordance with the Scope of Development, the DRDAP and the Schedule of Important Project Dates or Schedule of Performance (as applicable).

4.07 Scope of Successor Agency Review/Approval of Developer's Construction

(a) Successor Agency's review and approval of Project Approval Documents is limited to (i) a determination of their compliance with (A) the Redevelopment Requirements, and (B) the mitigation measures referred to in Section 9.02; (ii) urban design issues, including implementation of the Successor Agency's urban design objectives; and (iii) architectural design (excluding the interiors of market rate units) including, but not limited to, landscape design, including materials, plantings selection and

irrigation, site planning, the adequacy of utilities for servicing the Site, exterior and public area signs and public art work, if any. Successor Agency shall act reasonably and in good faith in its review and approval process.

(b) No Successor Agency review is made or approval given as to the compliance of the Project Approval Documents with any building codes and standards, including building engineering and structural design, or compliance with building codes or regulations, or any other applicable local, state or federal law or regulation relating to construction standards or requirements, including, without limitation, compliance with any local, state or federal law or regulation related to the suitability of the Improvements for use by persons with disabilities.

4.08 Construction Commencement

(a) Developer agrees, and the Grant Deed shall contain covenants, to commence construction of the Improvements (the date of commencement, the “**Construction Commencement Date**”) on or before the Construction Commencement Outside Date specified in the Schedule of Performance and carry the development of the Improvements diligently to completion within the times specified in the Schedule of Performance. Developer shall evidence its compliance with this obligation by specifying to its general contractor a date for the general contractor to fully commence of work on the Improvements, established in a notice to proceed issued to the general contractor by Developer and/or its architect (which notice shall be simultaneously provided to OCII) and which notice shall not be modified prior to the Construction Commencement Date.

(b) For the purposes of this Agreement, the “**Commencement of Substantial Construction**” means the later to occur of the following: (i) date of issuance by the City’s Department of Building Inspection (“**DBI**”) of the foundation addendum to the site permit for the Project; and (ii) the date upon which Developer closes on construction financing for both the Tower Project and Mid-Rise Affordable Project as evidenced by executed and recorded deeds of trust or other documentation as Successor Agency may reasonably request.

(c) The Schedule of Performance is intended, and Developer hereby covenants, to facilitate the completion of the construction of the Improvements in a single phase.

4.09 Cost of Developer Construction

The cost of developing the Site and Tehama Parcel and construction of all Improvements thereon shall be borne solely by Developer, except as otherwise provided in this Agreement.

4.10 Issuance of Building Permit

(a) It is the intent of Developer to use the site permit process, as described in the DRDAP. Developer shall have the sole responsibility for obtaining all necessary site permits, associated addenda, and any other required building permits and shall make application for such permits directly to DBI. When applicable, Successor Agency shall reasonably and expeditiously cooperate with Developer in its efforts to obtain such permits, at no cost or expense to Successor Agency. Prior to commencing construction of any portion of the Improvements, Developer shall have each obtained the requisite site permit and associated addenda. From and after the date of its submission of any such application, Developer shall diligently prosecute such application.

(b) Developer and Affordable Developer are advised that DBI forwards all site and building permits to Successor Agency, when applicable, for Successor Agency approval of compliance with

Redevelopment Requirements. Successor Agency review of the site permit, associated addenda, or building permit does not include any review of compliance thereof with the requirements and standards referred to in Section 4.07(b) above, and Successor Agency shall have no obligations or responsibilities for such compliance. Successor Agency evidences its approval by signing such permit and returning the permit to DBI for issuance directly to Developer or Affordable Developer, as applicable. Approval of a site permit, associated addenda, or any other building permit, however, is not approval of compliance with all Redevelopment Requirements necessary for such a permit.

4.11 Delay of Construction Tax Increment Fee

(a) If the Completion of Construction (as defined in Section 4.13 below) does not occur by the date specified in the Schedule of Performance, then Developer shall pay to the TJPA a “**Delay of Construction Tax Increment Fee**” that is intended to fully recompense the increment of ad valorem property taxes lost due to Developer’s failure to achieve Completion of Construction as so required.

(b) The Delay of Construction Tax Increment Fee shall be the amount of ad valorem property tax that would be due had the Developer timely completed the Project (“**Estimated Tax**”), less the amount of property tax actually due. To establish the amount of the Delay of Construction Tax Increment Fee, the Parties shall commence an appraisal and estimation process to establish both fair market value of the Site and Improvements, the ad valorem tax rate applicable to the Site and Improvements on the date specified in the Schedule of Performance for Completion of Construction, and the resulting amount of additional tax that would have been due had the Developer timely completed the Project, pro-rated to account for any partial tax year (the “**Estimation Process**”). The Estimation Process shall be as follows:

(i) Each Party shall, at its own expense, designate a licensed MAI Appraiser or other certified real estate professional with at least ten (10) years’ experience in the sale and purchase of comparable commercial properties in the San Francisco market. If either party fails to designate its expert within twenty-one (21) days after Successor Agency delivers written notice pursuant to Section 4.11(d) below, then the expert selected by the other Party shall act alone and his/her determination shall be binding.

(ii) The two (2) experts selected by the Parties (the “**Party Experts**”) shall each select a similarly qualified, independent appraiser or other expert whose expenses shall be shared equally by Developer and Successor Agency (the “**Neutral Expert**”). If the Neutral Expert cannot be agreed to by the Parties, then the American Arbitration Association, or any successor organization, shall select the Neutral Expert in accordance with its rules and procedures and subject to California law regarding the selection of arbitrators. The Parties shall jointly share the fees charged by the American Arbitration Association.

(iii) Each of the Party Experts shall within thirty (30) days after appointment and after soliciting, accepting and reviewing such information and documentation as each may deem necessary and appropriate, including that reasonably submitted by either Party, prepare a statement of what it considers to be the Estimated Tax based on its determination of the fair market value of the Site and Improvements if Developer achieved Completion of Construction by the date specified in the Schedule of Performance. Their determinations shall be prepared for property tax purposes according to California property tax law and the Property Tax Rules published by the California State Board of Equalization.

(iv) Once the two (2) Party Experts reach their conclusions, then the Neutral Expert shall select the determination of the Estimated Tax that he or she determinates to be most accurate, and the amount so calculated shall be used to calculate the amount of the Delay of Construction Tax immediately due and payable by Developer under this Section 4.11.

(c) Any costs incurred by Successor Agency pursuant to this Section 4.11 shall be reimbursed by the Developer pursuant to Section 12.01.

(d) Successor Agency may initiate, at any time after Developer has failed to meet the requirement in the Schedule of Performance for the Completion of Construction, the Estimation Process upon 21 days of notice to Developer; provided, however, that Successor Agency shall not initiate the Estimation Process more than once in a twelve-month period.

(e) Within 30 days after determination of the amount of the Delay of Construction Tax Increment Fee, Developer shall pay the fee directly to the TJPA. The TJPA shall remit to the Successor Agency 20% of the Delay of Construction Tax Increment Fee for Successor Agency's use in fulfilling its obligations under the Implementation Agreement and the Transbay Affordable Housing Obligation and shall retain the remainder for TJPA's use in fulfilling its obligations under the Pledge Agreement. Developer shall not receive a credit of any kind with the Assessor-Recorder for any payments made pursuant to this Section 4.11.

4.12 Construction Signs and Barriers

Developer, working with the Affordable Developer, shall provide appropriate construction barriers and construction signs and post the signs on the Site during the period of construction. The size, design and location of such signs and the composition and appearance of any non-moveable construction barriers shall be submitted to Successor Agency for approval before installation, which approval shall not be unreasonably withheld and shall otherwise comply with applicable laws.

4.13 Certificate of Completion

(a) Developer may request in writing that Successor Agency issue a Certificate of Completion, in the form of Attachment 16 hereto (the "**Certificate of Completion**"), recognizing that Developer has met the development obligations of this Agreement. In submitting such requests to Successor Agency for a Certificate of Completion, Developer shall provide: (i) DBI's Certificate of Final Completion and Occupancy ("**CFCO**") for the Improvements and (ii) a certification from Developer that it has satisfied in all material respects all obligations that are required to be satisfied under this Agreement for issuance by Successor Agency of the Certificate of Completion. Developer's certification shall include the following supporting documentation: (1) certification from Developer's architect that the Improvements have been constructed in accordance with the Project Approval Documents and in compliance with all applicable local, state and federal laws and regulations (including all laws relating to accessibility for persons with disabilities); (2) written determinations by the City of completion of streetscape or other public infrastructure improvements required under this Agreement, including a Determination of Completeness ("**DOC**") for improvements permitted by DPW and the City's acceptance, through action by the Board of Supervisors, of public improvements, including the public street constructed on the Tehama Parcel; and (3) any information necessary to determine compliance with Successor Agency Equal Opportunity Program, as described in Article 10 and Attachment 17, including Small Business Enterprise utilization reports, final certified payroll reports from Developer's construction contractors and subcontractors, construction workforce requirements, and the executed First Source Hiring Agreement between Developer and the Office of Economic and Workforce Development – CityBuild. Notwithstanding anything to the contrary contained herein, Successor Agency may, in its sole discretion, issue a Certificate of Completion for the Mid-Rise Affordable Project in accordance with the Air Rights Lease, notwithstanding the fact that the Tower Project may not be completed at that time.

(b) Upon receipt of such request, Successor Agency shall review the request and notify Developer within fifteen (15) days of receipt of the request of Successor Agency's determination of whether

or not it will issue the Certificate of Completion for the Improvements covered by the request. Any notice from Successor Agency stating that it will not issue the Certificate of Completion shall specify the reasons therefor following which Developer may seek to satisfy any unfulfilled obligations and again submit a request for the Certificate of Completion. Successor Agency's determination shall be based on Developer's compliance with the requirements of this Agreement that must be complied with to the date of the issuance of the Final CFCO for the Improvements.

(c) Upon Successor Agency's determination that Developer is in compliance with this Agreement, including, without limitation, Sections 5.05 and 9.04 below and upon Successor Agency's receipt of the documentation required of Developer in Section 4.13(a), Successor Agency shall promptly issue to Developer, in recordable form, a duly executed Certificate of Completion in the form of Attachment 16. So issued, the Certificate of Completion shall be a conclusive determination that (i) the Improvements have been constructed in accordance with this Agreement; and (ii) the full performance of the agreements and covenants contained in this Agreement and in the Grant Deed with respect to the obligations of Developer, and its successors and assigns, except for those provisions covered by Section 4.13(d), below, and those provisions that survive termination of this Agreement as provided in Section 5.12. "**Completion of Construction**" shall mean the date on which Successor Agency issues the Certificate of Completion, and after that date, the Improvements so constructed and certified pursuant to an executed Certificate of Completion are referred to as the "**Project**".

(d) Successor Agency's issuance and recordation of any Certificate of Completion does not relieve Developer or any other person or entity from any City requirements or conditions to occupancy of such Improvements, which requirements or conditions shall be complied with separately.

4.14 Right to Reconstruct the Improvements in the Event of Casualty

In the event that the Improvements are destroyed by casualty prior to the issuance of the Certificate of Completion, the Developer or Affordable Developer, as applicable, shall have the right to rebuild the applicable Improvements substantially in conformity with this Agreement and the approved Project Approval Documents, subject to changes necessary to comply with the applicable building code, and the Redevelopment Requirements or other local requirements then in effect for the Site.

4.15 Access to Site – Successor Agency

Successor Agency, the TJPA, the City, and their respective representatives will have the right to enter upon the Site and/or the Tehama Parcel during normal business hours with 48 hours' prior notice to Developer, at no cost or expense to Successor Agency, the TJPA or the City, during the period of construction of the Improvements to the extent necessary to carry out the purposes of this Agreement, including inspecting the work of construction of the Improvements. Developer will have the right to have an employee, agent or other representative of Developer accompany Successor Agency, the TJPA, the City, and their representatives at all times while they are present on the Site and/or the Tehama Parcel. Successor Agency, the TJPA, the City, and their respective representatives will exercise due care in entering upon and/or inspecting the Site and/or the Tehama Parcel and will perform all entry and inspection in a professional manner and so as to preclude any damage to the Site or Improvements, or any disruption to the work of construction of the Improvements. Successor Agency, the TJPA, the City and their respective representatives will abide by any reasonable safety and security measures Developer or its general contractor imposes.

4.16 Off-Site Infrastructure and Improvements Damage

In addition to the indemnification provisions contained in Section 11.01 of this Agreement, Developer further agrees to repair fully and/or replace to the reasonable satisfaction of Successor Agency, any damage to the off-site infrastructure and improvements within the Project Area existing as of the date of the Construction Commencement Date, including without limitation streets, sidewalks, curbs, gutters, drainage ditches, fences and utility lines lying within or adjacent to the Site, directly or indirectly resulting from work performed by or for Developer. Developer or its respective general contractor, before commencement of any work outside of the Site or Tehama Parcel, shall secure this obligation with a \$1,000,000 bond or insurance in form reasonably acceptable to Successor Agency, or other security reasonably acceptable to Successor Agency, such as a personal guaranty. Developer's liability under this provision shall not be limited to the amount of the bond or insurance.

4.17 Insurance Requirements

Without in any way limiting Developer's or Affordable Developer's indemnification obligations under this Agreement, and subject to approval by Successor Agency of the insurers and policy forms, each of the Developer and Affordable Developer shall obtain and maintain, or shall contractually require others to maintain, throughout the Term, the minimum insurance coverage as set forth in Attachment 18.

ARTICLE 5 - COVENANTS AND RESTRICTIONS

5.01 Covenants

Developer expressly covenants and agrees for itself, its successors and assigns and all persons claiming under or through it, that as to the Site and Tehama Parcel and any Improvements constructed or to be constructed, the Project, or alterations or changes thereto, and in addition to any other term, covenant and condition of this Agreement, Developer and all such successors and assigns and all persons claiming under or through it, shall use, devote, operate and maintain the Site, Tehama Parcel and the Improvements, the Project, and every part thereof, only and in accordance with the provisions of this Agreement, including but not limited to Article 5 (subject to the provisions of Section 5.11 of this Agreement). The provisions hereof are contained in the Grant Deed, and/or Declaration of Site Restrictions. This provision shall only apply after the Close of Escrow and in the event Successor Agency exercises the Successor Agency Power of Termination and regains title to the Site, this provision shall be of no further force or effect.

5.02 General Restrictions

The Project shall be devoted only to the uses permitted by (i) the Redevelopment Plan and its Plan Documents (as defined in the Redevelopment Plan), (ii) the Project Area Declaration of Restrictions, (iii) this Agreement, (iv) the Declaration of Site Restrictions, (v) the Commercial Space Declaration (Attachment 28), and (vi) Affordability Requirements to be documented in the Air Rights Lease and a Declaration of Affordability Restrictions for each of the Mid-Rise Affordable Project (Attachment 19B) and the Tower Mixed-Income Rental Project (Attachment 19A) setting forth the affordability restrictions as described in Section 9.04(b) of this Agreement for the life of the Project. In the event Successor Agency exercises the Successor Agency Power of Termination and regains title to the Site, subsections (iii) and (iv) of this Section 5.02 shall be of no further force or effect.

5.03 Restrictions Before Completion

Prior to the Completion of Construction, the Site and the Tehama Parcel shall be used only for construction of the Improvements in accordance with this Agreement, including, but not limited to the Scope of Development. This provision shall only apply after the Close of Escrow and in the event Successor Agency exercises the Successor Agency Power of Termination and regains title to the Site pursuant to Section 8.03(a), this provision shall be of no further force or effect.

5.04 Nondiscrimination

(a) There shall be no discrimination against or segregation of any person or group of persons on account of age, race, color, creed, sex, sexual orientation, gender identity, marital or domestic partner status, disabilities (including AIDS or HIV status), religion, national origin or ancestry by Developer or any occupant or user of the Site in the sale, lease, rental, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, or any part thereof, and Developer itself (or any person or entity claiming under or through it) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of the Site or any part thereof, nor shall Developers or any occupant or user of the Site or any transferee, successor, assign or holder of any interest in the Site or any person or entity claiming under or through such transferee, successor, assign or holder, establish or permit any such practice or practices of discrimination or segregation, including, without limitation, with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, vendees or others of the Site or Improvements.

(b) Developer, for itself and or any person or entity claiming under or through it, further agrees and covenants that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Site nor shall Developer or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed.

(c) Notwithstanding the above, Developer shall not be in default of its obligations under this Section 5.04 where there is a judicial action or arbitration involving a bona fide dispute over whether Developer is engaged in discriminatory practices and Developer promptly acts to satisfy any judgment or award against Developer.

(d) The covenants of this Section 5.04 shall run with the land, and any transferee, successor, assign, or holder of any interest in the Site, or any occupant or user thereof, whether by contract, lease, rental, sublease, license, deed, mortgage or otherwise, and whether or not any written instrument or oral agreement contains the foregoing prohibitions against discrimination, shall be bound hereby and shall not violate in whole or in part, directly or indirectly, the nondiscrimination requirements set forth above; provided, however, in the event Successor Agency exercises the Successor Agency Power of Termination and regains title to the Site, this provision shall be of no further force or effect; provided, further, that nothing herein shall invalidate any applicable non-discrimination law.

(e) Elimination of Discriminatory Restrictions. Developers agree to take and to permit Successor Agency to take all steps legally necessary or appropriate to remove restrictions against the Site and Tehama Parcel, if any, that would violate any of the non-discrimination provisions of this Section, whether the restrictions are enforceable or not.

5.05 Restrictions on Affordable Housing Units

(a) The Affordable Housing Units shall remain subject to the affordability requirements specified in the Declaration of Affordability Restrictions for the life of the Project. For the purposes of this Agreement, “life of the Project” shall mean the time during which the Project, including any future modification thereto, remains in existence.

(b) For the life of the Project, neither Developer, Affordable Developer, nor any successor or assign may make or permit any material alteration, modification, addition and/or substitution of or to the location of the Affordable Housing Units without the express prior written consent of Successor Agency or its designee granted or withheld in its reasonable discretion and upon any terms and conditions Successor Agency or its designee reasonably requires.

(c) Developer shall also comply with the requirements in Section 9.04 related to the Affordable Housing Units for so long as Developer must comply with Sections 5.05(a) and (b).

5.06 No Mortgages

Until Developer has achieved the Commencement of Substantial Construction, there shall be no mortgage, encumbrance or liens on any portion of the Site and/or the Tehama Parcel, except for mortgages and deeds of trust related to the purchase of or construction on the Site and/or the Tehama Parcel or otherwise approved by Successor Agency in its reasonable discretion; provided, however, in the event Successor Agency exercises the Successor Agency Power of Termination and regains title to the Site, this provision shall be of no further force or effect.

5.07 No Changes Without Approval

For the period during which the Redevelopment Plan and Project Area Declaration of Restrictions are in effect, neither Developer nor any successor or assign may make or permit any change in the uses permitted on the Site or any Change in the Improvements (as defined below) without the express prior written consent of the Successor Agency to any proposed change in uses or any Change in the Improvements (defined below), which consent may be made subject to terms and/or conditions reasonably required by the Successor Agency; provided, however, in the event Successor Agency exercises the Successor Agency Power of Termination and regains title to the Site, this provision shall be of no further force or effect. **“Change in the Improvements”** is defined as any alteration, modification, addition and/or substitution of or to the Site or the Improvements that materially affects: (a) the density of development; (b) the extent and nature of the open space on the Site; (c) any public access to or through the Site and the Improvements; (d) the exterior design; (e) the exterior materials; and (f) the exterior color. For the purposes of this Section, **“exterior”** also includes the roof of the Improvements.

5.08 Transfer Payment Covenant

The Transfer Payment Covenant and Notice (Attachment 20) shall run with the land, and any transferee, successor, assign, or holder of any interest in a Residential Condominium Unit, shall be bound thereby and shall not violate in whole or in part, directly or indirectly, the requirements set forth therein.

5.09 Determination of Assessed Value

(a) Developer shall not (until the TJPA Bonds Final Maturity Date, as defined below) object to the assessed value of Block 4 by the Assessor-Recorder, but shall have the right to contest the

assessed valuation by the Assessor-Recorder in the event of a market downturn, where such contest is made solely on the basis of such market downturn; provided, however, that Successor Agency shall not object to or otherwise interfere with Developers' application for the welfare exemption as to the Mid-Rise Affordable Project and the BMR units in accordance with the California Revenue and Taxation Code Section 214(g) and the California State Board of Equalization Property Tax Rules.

(b) Developer shall (until the TJPA Bonds Final Maturity Date, as defined below) (i) provide information in its possession or reasonably accessible to Developer that the Assessor-Recorder, Successor Agency, or TJPA reasonably requests relating to the assessment of the value of new construction in progress, completed new construction, revenues from the sale and/or leasing of any portion of new development, applications for welfare tax exemption, and other relevant information pertinent to the assessment of Block 4 (or any portion thereof) or Developer's compliance with its obligations under this Section 5.09; and (ii) give the Successor Agency and the TJPA written notice of any planned changes in development ownership or management, contact information, or modifications to the original legal parcel boundaries (including parcel subdivision, air rights or condominium formation) at least 60 days in advance of any proposed change.

(c) The "**TJPA Bonds Final Maturity Date**" shall mean October 1, 2049, as such date shall be automatically extended in the event of subsequent financing that results in redemption of the TJPA Bonds, in part or in full, where such subsequent financing does not increase any obligation, requirement, or liability of Developer hereunder.

5.10 Casualty

Developer shall (until the TJPA Bonds Final Maturity Date) apply fire and casualty property insurance proceeds to the restoration of the development of the Site and the Improvements thereon if, in the reasonable judgment of the Successor Agency, the funds available to Developer in the event of all or partial destruction of the development are sufficient to restore the development to substantially its prior use and condition.

5.11 Effect, Duration and Enforcement of Covenants

(a) It is intended and agreed, and the Grant Deed and/or Declaration of Site Restrictions shall expressly provide, that the covenants provided in this Article 5 shall be covenants running with the land as and to the extent set forth in the Grant Deed and/or the Declarations of Site Restrictions and that they shall be, in any event and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement itself, to the fullest extent permitted by law and equity,

(i) binding for the benefit and in favor of Successor Agency, as beneficiary, as to all covenants set forth in this Article 5; the City and the owner of any other land or of any interest in any land in the Project Area (as long as such land remains subject to the land use requirements and restrictions of the Redevelopment Plan and the Project Area Declaration of Restrictions), as beneficiary, as to the covenants provided in Sections 5.02 and 5.04; and their respective successors and assigns, and

(ii) binding against Developer, its successors and assigns to or of the Site and any Improvements thereon or any part thereof or any interest therein, and any party in possession or occupancy of the Site or the Improvements thereon or any part thereof. It is further intended and agreed that the covenants provided in this Article 5 shall remain in effect respectively as set forth herein, and the covenants in Section 5.02 shall remain in effect for the respective duration of the Redevelopment Plan and the Project Area Declaration of Restrictions; provided, however, that such agreements and covenants shall

be binding on Developer, its successors in interest or assigns, and each party in possession or occupancy, respectively, only for such period as that party shall have title to or an interest in or possession or occupancy of the Site or part thereof. In the event Successor Agency exercises the Successor Agency Power of Termination and regains title to the Site, such agreements and covenants shall be of no further force or effect, except to the extent that they are restatements of applicable law, including the Redevelopment Plan and Related Plan Documents (as defined in the Redevelopment Plan).

(b) In amplification, and not in restriction, of the provisions of the preceding Sections, it is intended and agreed that Successor Agency, the TJPA and the City and their respective successors and assigns, as to the covenants provided in this Article 5 of which they are stated to be beneficiaries, shall be beneficiaries both for and in their own right and also for the purposes of protecting the interest of the community and other parties, public or private, and without regard to whether Successor Agency or the City has at any time been, remains, or is an owner of any land or interest therein to which, or in favor of which, such covenants relate. Successor Agency, the TJPA and the City and their respective successors and assigns shall have the right, in the event of any of such covenants of which they are stated to be beneficiaries, to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings, to enforce the curing of such breach of such covenants to which it or any other beneficiaries of such covenants may be entitled including, without limitation, restraining orders, injunctions and/or specific enforcement, judicial or administrative. These rights and remedies are in addition to, and not in derogation of, the rights and remedies of Successor Agency set forth in this Agreement.

(c) The conveyance of the Site by Successor Agency to Developer is made and accepted upon the express covenants contained in this Article 5 as set forth herein, which, except only as otherwise specifically provided in this Agreement itself, shall survive the Certificate of Completion and shall be provided for in the Grant Deed and/or the Declaration of Site Restrictions and the Transfer Payment Covenant; provided that in the event Successor Agency exercises the Successor Agency Power of Termination and regains title to the Site pursuant to Section 8.03(a), all such agreements and covenants contained in this Article 5 shall be of no further force or effect, except to the extent that they are restatements of applicable law, including the Redevelopment Plan and Plan Documents (as defined in the Redevelopment Plan).

(d) The conveyance of the Tehama Parcel by Successor Agency to Developer is made and accepted upon the covenants contained in Section 2.02. Developer acknowledges that Section 2.02 constitutes a material inducement to the Successor Agency to enter into this Agreement, and failure to complete the applicable Improvements on the Tehama Parcel as required in this Agreement or failure to offer the Tehama Parcel to the City as provided in this Agreement shall be a material breach of this Agreement.

(e) Developer shall be entitled to notice and shall have the right to cure any breach or violation of all or any of the foregoing in accordance with Article 8.

5.12 Provisions Surviving Termination

The following provisions (together with any definitions or other general provisions necessary to implement the following provisions) shall survive Successor Agency's issuance and recordation of the Certificate of Completion, and shall also be incorporated into the Declaration of Site Restrictions (Attachment 11), and/or the Grant Deed, as applicable (Attachment 10):

(a) All requirements contained in Sections 3.01(a), (b) and (d) of this Agreement;

(b) All requirements contained in Sections 3.02, 3.03 and 3.04 of this Agreement until the expiration of such requirements as set forth therein;

(c) All requirements pertaining to Professional Liability and Builder's Risk in Attachment 18 of this Agreement until the expiration of such requirements as set forth therein;

(d) All requirements contained in Section 5.02 of this Agreement until the expiration of the Redevelopment Plan and the Declaration of Site Restrictions;

(e) All requirements contained in Section 5.04 of this Agreement;

(f) All requirements contained in Section 5.05 of this Agreement until the expiration of such requirements as set forth therein;

(g) All requirements contained in Section 5.07 of this Agreement until the expiration of the Redevelopment Plan and the Declaration of Site Restrictions;

(h) All requirements contained in Section 5.08 of this Agreement;

(i) All requirements contained in Section 5.09 of this Agreement, until the TJPA Bonds Final Maturity Date;

(j) All such requirements contained in Section 5.10 of this Agreement, until the TJPA Bonds Final Maturity Date;

(k) All requirements contained in Section 9.04 of this Agreement until the expiration of those requirements set forth in Section 5.05 of this Agreement;

(l) All requirements contained in Section 9.06(b) of this Agreement;

(m) All requirements contained in Section 9.07, but only for the life of the Project;

(n) All requirements contained in Section 9.08 of this Agreement, but only for the life of the Project;

(o) All requirements contained in Section 9.09 of this Agreement, but only for the life of the Project;

(p) All requirements and provisions contained in Section 9.10 of this Agreement for the life of each Condominium Unit; and

(q) All requirements contained in Sections 11.01 and 11.02 of this Agreement until the expiration of such requirements as set forth therein.

ARTICLE 6 - ANTI-SPECULATION, ASSIGNMENT, AND TRANSFER PROVISIONS

6.01 Representation as to Developer

Developer represents and agrees that its purchase of the Site and its other undertakings pursuant to this Agreement shall be used for the purpose of redevelopment of the Site and not for speculation in land holding.

6.02 Prohibition Against Transfer of the Site, the Improvements and the Agreement

(a) Subject to the terms of Article 7, which permits Mortgages to encumber the Project and the transfers described in Section 2.04(g), before the issuance by Successor Agency of the Certificate of Completion, neither Developer nor Affordable Developer shall make or create or suffer to be made or created any total or partial sale, conveyance, mortgage, encumbrance, lien, assignment, option to acquire, any trust or power, or transfer in any other mode or form, of this Agreement, the Site or the Improvements thereon, or any part thereof, or interest therein, or permit any significant change in the ownership of the Developer or Affordable Developer to occur or contract or agree to do any of the same (collectively a “**Transfer**”) without the prior written approval of Successor Agency (the “**Successor Agency Approval**”), which shall not be unreasonably withheld. For avoidance of doubt, (i) this Section 6.02 shall not act to prevent Developer from retaining one or more Developer Affiliates (as defined below) to perform certain construction, development and other project management services with respect to the Improvements or the Project, which may include performance of certain of Developer’s obligations under this Agreement on Developer’s behalf, and (ii) the prohibitions on transfer in this Section 6.02 shall be of no further force or effect after the issuance of the Certificate of Completion, and (iii) the prohibitions on transfer in this Section 6.02 shall not prohibit the sale of individual Residential Condominium Units within the Tower Market-Rate Condominium Project. For purposes hereof, a “**Developer Affiliate**” shall mean any entity controlling, controlled by, or under common control with Developer (and ‘control’ and its correlative terms ‘controlling’, ‘controlled by’ or ‘under common control with’ mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of Developer, whether through the ownership of voting securities, by contract or otherwise);

(b) Notwithstanding the general prohibition in Section 6.02(a) above, and subject to the requirements of Section 6.03:

(i) Should Developer or any equity investor(s) in or lender(s) to Developer or its owner(s) remove or cause the removal of the Hines Urban F4, LLC from Developer, said party shall, immediately concurrent with such removal, propose a replacement entity that (a) has experience developing and completing projects of similar size and scope to the Improvements (including its affordable housing component) in California; (b) possesses a good business character and reputation; and which, upon the Successor Agency’s reasonable concurrence that such entity meets the foregoing qualifications, shall assume the rights and obligations of the Hines/Urban entity (including, without limitation, the control or management of the day-to-day operation of development activities with respect to the Improvements) (“**Qualified Replacement Development Manager**”);

(ii) Developer may, without Successor Agency approval:

(A) effectuate any Transfer of all of the rights and obligations of Developer hereunder to another entity so long as the Hines Urban F4, LLC (or a Qualified Replacement Development Manager previously approved pursuant to this Section 6.02(b)) controls or manages the day-to-day operation of such transferee entity’s development activities with respect to the Improvements;

(B) effectuate any Transfer of any direct or indirect interest in Developer, provided the Hines Urban F4, LLC (or a Qualified Replacement Development Manager previously approved under this Section 6.02(b)) controls or manages the day-to-day operation of Developer’s development activities with respect to the Improvements.

(iii) Developer or Affordable Developer (or its successor) may effectuate a Transfer that is permitted under the Air Rights Lease;

(iv) Developer may effectuate the encumbrance of the Site and Improvements with recorded documents, including, without limitation, easements, stormwater maintenance agreements, reciprocal easement agreements and parcel or subdivision maps, except where Successor Agency review and approval of such is included in this Agreement, if in connection with the construction of the Improvements and/or permanent financing for the Project;

(v) Developer may effectuate the encumbrance of the Site and Improvements with one or more regulatory agreements, restrictive covenants, or land use restriction agreements in connection with the bond financing, tax credits, and affordability restrictions.

6.03 Assumption by Transferee

Notwithstanding anything to the contrary contained in Section 6.02 or elsewhere in this Agreement, no Transfer of the rights and obligations of Developer hereunder that is either allowed by Section 6.02 without Successor Agency approval or that is made with Successor Agency approval shall be valid until such transferee shall assume in writing the obligations of the Developer from and after the date of such Transfer and agree to be bound by the terms and provisions hereof in a form approved by Successor Agency in its reasonable discretion. The transferee shall thereafter be solely responsible for the obligations and liabilities of Developer under this Agreement or any document entered into in connection with this Agreement, and Successor Agency shall release and forever discharge such assignor from any obligations and liabilities with respect to any other portions of the Improvements, the Project or Site under this Agreement or any document entered into in connection with this Agreement, subject to the Successor Agency's review and approval, in its reasonable discretion, of the assignment document with respect to such obligations and liabilities.

Provided further, that Developer agrees that any leases for any portion of the Improvements entered into prior to Commencement of Substantial Construction will include a provision that allows for the termination of the lease by the Successor Agency subsequent to its exercise, prior to the Commencement of Substantial Construction, of the Successor Agency Power of Termination and subject to any notice requirements (not to exceed 30 days) under the lease.

6.04 Effect of Violation

In the absence of specific written approval by Successor Agency, and except to the extent set forth in this Agreement, no Transfer shall be deemed to relieve Developer or any other party from any obligations under this Agreement prior to the Transfer, or deprive Successor Agency of any of its rights and remedies under this Agreement or the Grant Deed.

ARTICLE 7 - MORTGAGE FINANCING: RIGHTS OF MORTGAGEES

7.01 Mortgagee

For purposes of this Agreement, the “**Mortgagee**” shall singly and collectively include the following: (a) a mortgagee or beneficiary under a mortgage or a deed of trust concerning all or any portion of the Site (a “**Mortgage**”), and (b) any insurer or guarantor of any obligation or condition secured by a Mortgage concerning all or any portion of the Site. Subject to the terms and conditions set forth in this Article 7, Developer shall be entitled to grant one or more Mortgages on all or any portion of the Site.

7.02 Required Provisions of Any Mortgage

Developer agrees to have any Mortgage provide that such Mortgage is subject to all of the terms and provisions of this Agreement. Any Mortgage shall provide that the Mortgagee of such Mortgage shall give notice to Successor Agency in writing by registered or certified mail of the occurrence of any default by Developer, as applicable, under the Mortgage, and that Successor Agency shall be given notice at the time any Mortgagee initiates any Mortgage foreclosure action. In the event of any such default, Successor Agency shall have the right to cure such default, provided that Developer, as applicable, is given not less than fifteen (15) days' prior notice of Successor Agency's intention to cure such default. If Successor Agency shall elect to cure such default, Developer shall pay the cost thereof to Successor Agency upon demand, together with the interest thereon at the maximum interest rate permitted by law, unless (i) Developer cures such default within such 15-day period, or (ii) if curing the default requires more than fifteen (15) days and Developer shall have commenced cure within such fifteen (15) days after such notice, Developer shall have (A) cured such default within forty-five (45) days or such greater time period as may be allowed by Mortgagee after commencing compliance, or (B) obtained from the Mortgagee a written extension of time in which to cure such default.

7.03 Address and Acknowledgment of Mortgagee

No Mortgagee shall be entitled to exercise the rights set forth in this Article 7 unless and until written notice of the name and address of the Mortgagee shall have been given to Successor Agency, notwithstanding any other form of notice, actual or constructive. Successor Agency shall, upon written request, promptly acknowledge receipt of the name and address of the Mortgagee and confirm to such party that such party is or would be, upon closing of its financing or its acquisition of an existing Mortgage, a Mortgagee entitled to all rights under this Article 7 and a Bona Fide Institutional Lender, provided that Successor Agency receives reasonable proof of the foregoing. Such acknowledgment shall, if requested, be in recordable form and may be recorded at Developer's expense. After reviewing the proof of the status of any prospective mortgagee, if Successor Agency reasonably determines that any such acknowledgment requested by Developer or such prospective mortgagee or assignee would be inaccurate, then Successor Agency shall promptly notify Developer and the prospective Mortgagee or assignee of such determination. Such notice shall specify the reasonable basis for Successor Agency's determination. If Successor Agency has received notice of any Mortgagee, then such notice shall automatically bind Successor Agency's successors and assigns.

7.04 Mortgagee's Right to Cure

If Developer creates a Mortgage on the Site in compliance with the provisions of this Article 7, then so long as any such Mortgage shall remain unsatisfied of record, the following provisions shall apply:

(a) Successor Agency, upon serving Developer or Affordable Developer, as applicable, any notice of default or any other notice under the provisions of or with respect to this Agreement, shall also serve a copy of such notice upon any Mortgagee at the address provided to Successor Agency pursuant to this Agreement, and no notice hereunder by Successor Agency to either of the Developers shall affect any rights of a Mortgagee unless and until a copy thereof has been so served on such Mortgagee provided that Mortgagee has complied with Section 7.03 above.

(b) Any Mortgagee shall have the right to remedy, or cause to be remedied, any Default of Developer or Affordable Developer, within the later to occur of (i) one hundred twenty (120) days following the date of Mortgagee's receipt of the notice referred to in Section 7.04(a) above, or (ii) one hundred twenty (120) days after the expiration of the period provided herein for Developer or Affordable

Developer to remedy or cure such default, and Successor Agency shall accept such performance by or at the insistence of the Mortgagee as if the same had been timely made by Developer or Affordable Developer.

(c) Any notice or other communication which Successor Agency shall desire or is required to give to or serve upon the Mortgagee shall be in writing and shall be served in the manner set forth in Section 12.03, addressed to the Mortgagee at the address provided for in this Agreement.

(d) Any notice or other communication which Mortgagee shall give to or serve upon Successor Agency shall be deemed to have been duly given or served if sent in the manner and at Successor Agency's address as set forth in Section 12.03, or at such other address as shall be designated by Successor Agency by notice in writing given to the Mortgagee in like manner.

7.05 Application of Agreement to Mortgagee's Remedies

Except as provided in Section 7.02, no provision of this Agreement shall limit the right of any Mortgagee to foreclose or otherwise enforce any mortgage, deed of trust or other encumbrance upon the Site, nor the right of any Mortgagee to pursue any remedies for the enforcement of any pledge or lien upon the Site; provided, however, that in the event of a foreclosure sale under any such mortgage, deed of trust or other lien or encumbrance or sale pursuant to any power of sale contained in any such mortgage or deed of trust, or other lien or encumbrance, the purchaser or purchasers and their successors and assigns and the Site shall be, and shall continue to be, subject to all of the conditions, restrictions and covenants herein provided for, but not any past due obligations of Developer or Affordable Developer, as applicable, for which the applicable Developer or Developers shall remain liable. In no event shall any Mortgagee be in default of any such future obligations provided for in this Agreement until at least one hundred twenty (120) days after the date of the transfer of title to the Site or the applicable equity collateral, as the case may be, plus any cure periods provided for hereunder.

7.06 No Obligation to Construct Improvements or Pay Money Damages

No Mortgagee, including without limitation any Mortgagee who obtains title to the Site or any part thereof as a result of foreclosure proceedings or action in lieu thereof (but not including any other party who thereafter obtains title to the Site or any part thereof from or through such Mortgagee or any purchaser at a foreclosure sale other than the Mortgagee), shall in any way be obligated by the provisions of the Agreement to either pay money damages or other consideration to Successor Agency, or to construct or complete the Improvements, nor shall any covenant or any other provision in the Redevelopment Plan, the Project Area Declaration of Restrictions, or any other document, instrument or plat whatsoever be construed to so obligate any Mortgagee; provided, however, that nothing in this Agreement shall be construed to permit or authorize any Mortgagee to devote the Site or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or authorized in Section 5.02.

7.07 Accommodation of Mortgagee and Mortgagees Protections

Successor Agency is obligated to act reasonably in all dealings with Mortgagees, to make reasonable accommodations with respect to the interests of Mortgagees, and to agree to reasonable amendments to this Agreement as reasonably requested by a prospective mortgagee or mezzanine lender, and to execute any estoppels or similar documents reasonably requested by any Mortgagee or prospective mortgagee or mezzanine lender.

7.08 Mortgagees of Affordable Air Space Parcel

For purposes of the Affordable Air Rights Parcel, the provisions of this Article 7 may be supplanted in the sole discretion of the Executive Director of the Successor Agency and replaced by the provisions of the Air Rights Lease.

ARTICLE 8 - DEFAULTS AND REMEDIES

8.01 Developer Default

The occurrence of any one of the events or circumstances listed as items (a) through (l) below shall constitute an “**Event of Default**” by Developer under this Agreement thirty (30) days after Developer’s receipt of written notice from the Successor Agency of the alleged default (unless an alternative cure period is otherwise set forth below), or in the case of a default not susceptible of cure within thirty (30) days, Developer fails to promptly commence to cure such default and thereafter diligently to prosecute such cure to completion within a reasonable time, unless a different cure period is specified. Notwithstanding anything to the contrary in this Agreement, for the avoidance of doubt, no Event of Default by Affordable Developer, as included in Section 8.02, shall authorize or permit the Successor Agency to exercise any remedies against Developer (separate from any remedies applicable to an Event of Default of Developer) or excuse Successor Agency from performing its obligation to convey the Site to Developer as and when required by this Agreement (except as provided in Section 2.07(b)(ii)), and Developer shall have no obligations or liabilities for an Event of Default that is solely by Affordable Developer.

(a) Developer suffers or permits a Transfer to occur in a manner inconsistent with the provisions of Sections 2.02 or 6.02, or Developer allows any other person or entity (except Developer’s authorized representatives or as otherwise contemplated by this Agreement or approved in writing by the Successor Agency) to occupy or use all or any part of the Site or the Tehama Parcel in violation of the provisions of this Agreement;

(b) After the Close of Escrow, Developer fails to pay real estate taxes or assessments on the Site or the Tehama Parcel prior to delinquency or places any mortgages, encumbrances or liens upon the Site, the Tehama Parcel or the Improvements on either, or any part thereof, in violation of this Agreement;

(c) Developer fails to achieve any milestone on or before the applicable time set forth in the Schedule of Performance, fails to diligently prosecute the construction of the Improvements to Completion of Construction on or before the applicable time(s) set forth in the Schedule of Performance or abandons or suspends construction of the Improvements for more than ten (10) consecutive days; and any such failure, abandonment or suspension continues for a period of thirty (30) days following the date of written notice thereof from Successor Agency. For the avoidance of doubt, the excusable delay provisions of Sections 8.08(a) and 8.08(b) are applicable to potential defaults under this Section 8.01(c);

(d) Developer defaults under any other agreement between Successor Agency and Developer and fails to cure the same in the manner provided under such other agreement, and such default shall not have been cured within thirty (30) days following the date of written demand to cure by Successor Agency to Developer, provided that Successor Agency’s remedies for a default under the other agreement between Successor Agency and Developer shall be limited to the remedies respectively set forth therein;

(e) Developer fails to pay any amount required to be paid hereunder;

(f) Developer does not accept conveyance of the Site in violation of this Agreement upon tender by Successor Agency pursuant to this Agreement, or Developer fails to close escrow by the Outside Date for Close of Escrow for any reason other than failure of Developer Conditions or as otherwise provided herein, and such failure shall not have been cured within five (5) business days following the date of written demand to cure by Successor Agency to Developer;

(g) Developer is in default under Successor Agency's Equal Opportunity Program, Attachment 17; provided, however, Successor Agency's remedies for any default under Successor Agency's Equal Opportunity Program shall be only as set forth in Successor Agency's Equal Opportunity Program, Attachment 17;

(h) Developer fails to obtain a site permit with associated addenda, and all other necessary permits for the Improvements to be constructed on the Site and the Tehama Parcel within the periods of time specified in this Agreement, including the Schedule of Performance, as applicable;

(i) Developer does not submit all material Project Approval Documents as required by this Agreement within the periods of time respectively provided therefor in the Schedule of Performance, as applicable;

(j) After the Close of Escrow, Developer defaults in the performance of or violates any covenant, or any part thereof, set forth in Sections 2.02 or 4.04, the then-effective provisions of Article 5 or Article 9, the Declaration of Site Restrictions, Declaration of Affordability Restrictions, Commercial Space Restrictions or in the Grant Deed;

(k) Developer fails to perform under any other agreements or obligations on Developer's part to be performed under this Agreement and such failure or breach continues for the period of time for any cure or the expiration of any grace period specified in this Agreement therefor, or if no such time or grace period is specified, within thirty (30) days after the date of written demand by Successor Agency to Developer to perform such agreement or obligation or cure such breach, or in the case of a default not susceptible of cure within thirty (30) days, Developer fails promptly to commence to cure such default and thereafter diligently to prosecute such cure to completion within a reasonable time-including, without limitation, any obligations set forth in Sections 8.01(i) and 8.01(j);

(l) A material breach of any representation or warranty made by Developer.

8.02 Affordable Developer Default

The occurrence of any one of the following events or circumstances shall constitute an **"Event of Default"** by Affordable Developer under this Agreement thirty (30) days after Affordable Developer's receipt of written notice from the Successor Agency of the alleged default and opportunity to cure (unless an alternative cure period is otherwise set forth below), or in the case of a default not susceptible of cure within thirty (30) days, Affordable Developer fails promptly to commence to cure such default and thereafter diligently to prosecute such cure to completion within a reasonable time, unless a different cure period is specified; provided, however, that no such matter shall constitute an Event of Default to the extent that, within thirty (30) days following its receipt of written notice from the Successor Agency that an Event of Default under this Section 8.02 exists, Developer proposes a substitute Affordable Developer to the Successor Agency for its approval, which approval shall not be unreasonably withheld, delayed or conditioned, and, within thirty (30) days following Successor Agency's approval, the substitute Affordable Developer agrees in writing to be bound by the terms of this Agreement from and after the date of substitution; provided, however, that Developer shall be obligated to commence the cure of any Affordable Developer Event of Default that (i) constitutes an emergency that threatens public health or safety, or (ii) if left uncured,

would threaten the ability of any replacement Affordable Developer to perform its obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, for the avoidance of doubt, no Event of Default, as included in Section 8.01, by Developer shall authorize or permit the Successor Agency to exercise any remedies against Affordable Developer (separate from any remedies applicable to an Event of Default of Affordable Developer), and Affordable Developer shall have no obligations or liabilities for an Event of Default that is solely by Developer.

(a) Affordable Developer suffers or permits a Transfer to occur that is not expressly allowed under or consented to pursuant to Article 6; or Affordable Developer allows any other person or entity (except Affordable Developer's authorized representatives or as otherwise contemplated by this Agreement or approved in writing by the Successor Agency) to occupy or use all or any part of the Affordable Air Rights Parcel in violation of the provisions of this Agreement;

(b) Affordable Developer does not execute the Air Rights Lease and accept the leasehold interest of the Affordable Air Rights Parcel as and when required by, and subject to all terms and conditions of, this Agreement upon tender by Successor Agency pursuant to this Agreement, and such failure continues for a period of five (5) business days following the date of written notice from Successor Agency;

(c) Affordable Developer is in default under the Successor Agency's Equal Opportunity Program, Attachment 17; provided, however, that any rights to cure and Successor Agency's remedies for any default under the Successor Agency's Equal Opportunity Program shall be only as set forth in the Successor Agency's Equal Opportunity Program, Attachment 17;

(d) Affordable Developer defaults in the performance of or violates any covenant, or any part thereof, set forth in Article 5 but only to the extent such covenants apply to Affordable Developer and the Mid-Rise Affordable Project. The language of this paragraph shall not be construed to limit the right of the Affordable Developer to contest, under the terms of this Agreement, the allegation of default in the performance or violation of any covenant, or any part thereof, set forth in Article 5.

(e) Affordable Developer fails to perform any other agreements or obligations on Affordable Developer's part to be performed under this Agreement, other than Affordable Developer's failure to perform a condition to Close of Escrow under Section 2.07, or a material breach of any representation or warranty made by Affordable Developer.

(f) A material breach of any representation or warranty made by Affordable Developer.

Notwithstanding the foregoing, any act or omission by Affordable Developer that would otherwise constitute an Event of Default under this Section 8.02 that is a direct result of or solely attributable to an act or omission by Developer shall not be an Event of Default by Affordable Developer, and Affordable Developer shall have no liability therefor.

8.03 Remedies of Successor Agency upon the Occurrence of an Event of Default by Developer

Upon the occurrence of an Event of Default by the Developer, the Successor Agency shall have the remedies set forth below.

(a) Termination of Agreement/Retention of Good Faith Deposit

(i) Prior to Close of Escrow. Upon the occurrence of an Event of Default by Developer prior to Close of Escrow, Successor Agency may, in its sole option and as its sole and exclusive remedy, terminate this Agreement and in such case, Developer shall forfeit any right to reimbursement of the Good Faith Deposit and Successor Agency shall be entitled to receive and retain the Good Faith Deposit. For the sake of clarification, Section 8.03(c) shall not be applicable with respect to an Event of Default by Developer prior to Close of Escrow.

(ii) Prior to Commencement of Substantial Construction. Upon occurrence of an Event of Default by Developer after Close of Escrow but prior to Commencement of Substantial Construction, Successor Agency may, in its sole option, terminate this Agreement; in such case, Developer shall forfeit any right to reimbursement of the Good Faith Deposit and Successor Agency shall be entitled to receive and retain the Good Faith Deposit. In addition, Successor Agency shall have the right, under the Grant Deed and subject to the terms of this Agreement, to record a reversionary quitclaim deed, substantially in the form of Attachment 14 hereto ("**Developer's Quitclaim Deed**"), re-enter and take possession of the Site and the Tehama Parcel, and to terminate (and revert in Successor Agency) the right, title, or interest conveyed by the Grant Deed to Developer, at no cost to Successor Agency (collectively, the "**Successor Agency Power of Termination**"); provided, however, Successor Agency shall provide Developer and Title Company with at least three (3) business days prior written notice of its intention to instruct the Title Company to record Developer's Quitclaim Deed (which notice shall be in addition to any other notice provided under Section 8.01 above). If Successor Agency exercises the Successor Agency Power of Termination, then (i) Developer shall have no further right, title or interest in or to the Site and the Tehama Parcel and (ii) Successor Agency may record Developer's Quitclaim Deed and proceed with developing the Site and the Tehama Parcel in accordance with its obligations under the Implementation Agreement and the Transbay Affordable Housing Obligation.

THE PARTIES AGREE THAT SUCCESSOR AGENCY'S ACTUAL DAMAGES, IN THE EVENT OF DEFAULT BY DEVELOPER PRIOR TO COMMENCEMENT OF SUBSTANTIAL CONSTRUCTION, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE AMOUNT DESCRIBED IN THIS SECTION HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF SUCCESSOR AGENCY'S DAMAGES AND AS A REMEDY AGAINST DEVELOPER, AT LAW OR IN EQUITY, IN THE EVENT OF DEFAULT COVERED BY THIS SECTION ON THE PART OF DEVELOPER. RETENTION OF SUCH AMOUNT BY SUCCESSOR AGENCY SHALL CONSTITUTE LIQUIDATED DAMAGES TO SUCCESSOR AGENCY PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677.

SUCCESSOR AGENCY: _____ DEVELOPER: _____

If Successor Agency receives and retains the Good Faith Deposit as liquidated damages, exercises the Successor Agency Power of Termination, and receives title to the Site and the Tehama Parcel, free and clear of any obligation to convey the same to Developer, then Successor Agency shall not have the remedy of specific performance.

(b) Specific Performance. Except as provided above in Section 8.03(a) and solely with respect to the rights of Successor Agency after Commencement of Substantial Construction, Successor Agency shall have the right to institute an action for specific performance of the terms of this Agreement or of the Grant Deed to construct the Improvements.

(c) Additional Remedies. Successor Agency shall be entitled to exercise all other remedies at law or in equity, including, without limitation, (i) those provided in the Grant Deed (Attachment 10) and elsewhere in violation of the covenants described in Article 5; (ii) the Delay of Construction Tax Increment Fee described in Section 4.11; (iii) the Delay of Construction CBD Fee described in Section 9.03(a); (iv) the Delay of Construction CFD Fee described in Section 9.03(b); (v) the remedies set forth in the Equal Opportunity Program (Attachment 17); and (vi) the remedies set forth in the Prevailing Wage Provisions.

(d) Retention of Affordable Housing Fee. Termination of this Agreement for any reason prior to the execution of a loan agreement governing the distribution of the Successor Agency Loan shall not affect the Successor Agency's right under the Parcel F development agreement to receive and retain the Affordable Housing Fee to meet the Transbay Affordable Housing Obligation whether on the Site or elsewhere. After the execution of a loan agreement governing the Successor Agency Loan, the provisions of the loan agreement shall determine the Successor Agency's rights concerning the Affordable Housing Fee.

8.04 Remedies of Successor Agency Upon the Occurrence of an Event of Default by the Affordable Developer

Any Event of Default by the Affordable Developer under this Agreement will be considered an Event of Default under any agreements related to the development of the Improvements between the Affordable Developer and the Successor Agency or MOHCD (the "**Associated Documents**"). Accordingly, upon the occurrence of an Event of Default by the Affordable Developer, Successor Agency will be able to exercise all remedies provided for in the Associated Documents. Additionally, upon the occurrence of an uncured Event of Default by the Affordable Developer, and provided Developer has elected not to propose and engage a replacement Affordable Developer in accordance with the provisions of Section 8.02, the Successor Agency may propose a substitute affordable developer. Notwithstanding such approval rights, the Developer must work with the Successor Agency to identify and approve a substitute affordable developer upon the occurrence of an uncured Event of Default by the Affordable Developer in a timely manner so as not to affect the construction schedule and result in a Developer Event of Default.

8.05 Successor Agency Default

The occurrence of any one of the following events or circumstances shall constitute an Event of Default by Successor Agency under this Agreement:

(a) Successor Agency fails to convey the Site to Developer in violation of this Agreement, pursuant to Section 2.09, and such failure continues for a period of ten (10) days following the date of written notice thereof from Developer;

(b) Successor Agency fails to convey the leasehold interest in the Affordable Air Rights Parcel to Affordable Developer as and when required, and on the terms and conditions of, this Agreement, and such failure continues for a period of ten (10) days following the date of written notice thereof from the Affordable Developer; or

(c) Successor Agency fails to perform any other agreements or obligations on Successor Agency's part to be performed under this Agreement, and such failure continues for the period of time for any cure or the expiration of any grace period specified in this Agreement therefor, or if no such time or grace period is specified, within thirty (30) days after the date of written demand by Developer to Successor Agency to perform such agreement or obligation, or, in the case of a default not susceptible of

cure within thirty (30) days, Successor Agency fails promptly to commence to cure such default and thereafter diligently to prosecute such cure to completion within a reasonable time.

8.06 Remedies of Developer and Affordable Developer

For an Event of Default by Successor Agency hereunder, Developer and Affordable Developer shall have the following remedies:

(a) Limitation on Damages. Successor Agency shall not be liable to Developer or Affordable Developer for damages caused by any default by Successor Agency, including general, special, or consequential damages, or to expend money to cure a default by Successor Agency, except as provided in subparagraph (e) below, subject to the limitations contained in subparagraph (d) below.

(b) Right of Termination. For an Event of Default by Successor Agency prior to Close of Escrow, in addition to its other remedies at law and in equity, Developer shall have the right to terminate this Agreement and obtain a prompt return of the Good Faith Deposit, less those amounts to be withheld as provided in Section 1.02.

(c) Other Remedies. Subject to subparagraphs (a), (b) and (d), Developers shall be entitled to exercise all other remedies at law and in equity.

(d) Non-liability of Successor Agency Members, Officials and Employees. No member, official or employee of Successor Agency, the TJPA or City shall be personally liable to Developer or Affordable Developer, or any successor in interest, for any default by Successor Agency, TJPA or City or for any amount which may become due to Developer or successor in interest under the terms of this Agreement.

(e) Successor Agency Liability. If Escrow fails to close due to a failure of a Developer Condition, the Good Faith Deposit shall be returned to Developer, but Successor Agency shall have no liability for money except as provided in this Section 8.06(e).

8.07 Rights and Remedies Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties to this Agreement, whether provided by law, in equity or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such rights or remedies shall not preclude the exercise by such Parties of any other or further rights or remedies for the same or any other default or breach by the other party. No waiver made by either party with respect to the performance, or manner or time thereof, of any obligation of the other party or any condition to its own obligation under this Agreement shall be effective beyond the particular obligation of the other party or condition to its own obligation expressly waived and to the extent thereof, or a waiver in respect to any other rights of the party making the waiver or any other obligations of the other party.

8.08 Force Majeure/Extensions of Time

(a) Force Majeure

(i) In the event of Force Majeure (defined below), neither Successor Agency nor Developer, as the case may be, nor any successor in interest ("**Delayed Party**", as applicable) shall be considered in breach of or default in any obligation or satisfaction of a condition, and provided that the Delayed Party continues to diligently pursue the resumption or completion of construction or other

milestone, as applicable, and otherwise complies with the applicable requirements of this Section 8.08, all applicable dates set forth in the Schedule of Performance and Schedule of Important Project Dates shall automatically be extended for any period of Force Majeure; provided, however, Force Majeure shall apply only if the Delayed Party seeking the benefit of the provisions of this Section has notified the other party in writing no later than ten (10) business days (or 30 calendar days if notice is provided after the Close of Escrow) after learning of the enforced delay, stating the cause or causes thereof and providing an explanation of the delay and evidence of the basis for delay reasonably requested sufficient for the other Party to verify the delay. “**Force Majeure**” for purposes of this Agreement means events that cause enforced delays in the Delayed Party’s performance of its obligations under this Agreement due to one or more of the following causes, to the extent the cause is beyond the Delayed Party’s reasonable control: acts of God or of a public enemy, acts of governmental entities (but not those of Successor Agency with regard to its own acts) including delays in the issuance of any permits required for construction of any of the Improvements, fires, casualties, floods, earthquakes, epidemics, pandemics, quarantine restrictions, freight embargoes, inability to obtain supplies or materials or reasonably acceptable substitute supplies or materials (provided that Developer has ordered such materials on a timely basis), unusually severe weather, unanticipated geotechnical conditions, archeological finds on the Site or the Tehama Parcel that, pursuant to the Mitigation Measures, require delay in construction activity, substantial interruption of work because of labor disputes, administrative appeals, litigation and arbitration (provided that in each such case that the Delayed Party proceeds with commercially reasonable due diligence to resolve any dispute that is the subject of such action), changes in laws, codes or ordinances or in the interpretation thereof, delays of subcontractors due to any of these causes.

(ii) If the delay caused by Force Majeure prior to Close of Escrow extends for more than twelve consecutive (12) months (or such longer period consistent with Section 8.08(b) below), then either Successor Agency or Developer, by written notice to the other, may terminate this Agreement, whereupon the Good Faith Deposit (less those amounts to be withheld as provided in Section 1.02) shall promptly be returned to Developer and the Parties shall have no further liabilities or obligations under this Agreement arising or accruing following such termination.

(b) Inability to Obtain Financing

(i) If Developer is unable, through no fault of its own, to obtain (x) financing on Commercially Reasonable Terms (as defined below) or (y) bond or equivalent financing with respect to the Mid-Rise Affordable Project as a result of the Mid-Rise Affordable Project’s scoring under the then-applicable scoring system used by CDLAC or its successor, provided that the availability of such bond or equivalent financing is based on a competitive process (in contrast to an over-the-counter application) at the time Developer seeks such financing; then Developer may request that Successor Agency extend the Outside Date for Close of Escrow for up to six (6) months (the “**First Extended Closing Date**”) to provide Developer additional time to seek such financing or substitute financing. If Developer is unable to obtain financing described in clauses (x) and (y) immediately above sixty (60) days prior to the First Extended Closing Date, then Developer may request that Successor Agency extend the Outside Date for Close of Escrow for up to an additional six (6) months from the First Extended Closing Date, for a total of twelve (12) months to provide Developer additional time to seek such financing or substitute financing. Upon an extension of the Outside Date for Close of Escrow pursuant to this subsection (i), all applicable dates set forth in the Schedule of Performance and Schedule of Important Project Dates shall automatically be extended for an equivalent period of time. Upon requesting an extension under this Section 8.08(b)(i) and as a condition to the continued validity of the extension, Developer covenants to diligently pursue specified or substitute financing for the entire period of any extension granted hereunder.

(ii) Developer shall provide, for all requests for extensions of the Outside Date for Close of Escrow under this subsection, objective and independent evidence that it is unable, through no

fault of its own, to obtain the financing described in clauses (x) or (y) of Section 8.08(b), as applicable. Developer's extension request are subject to Successor Agency's approval in its reasonable discretion.

(iii) At the request of Developer, during any period of extension of the Outside Date for Close of Escrow pursuant to Section 8.08(b)(i), Successor Agency and Developer shall negotiate, in good faith, changes to the Budget and Scope of Development to reduce Improvements costs and to improve the financeability of the Improvements (*i.e.*, to value engineer the Improvements).

(c) **“Commercially Reasonable Terms”** shall mean, without limitation, (i) non-recourse (except as against the Site and assuming acceptance of standard terms typically required by an institutional lender), (ii) loan-to-cost equal to 65%, and (iii) maximum interest rate of LIBOR + 325 BPS or the equivalent rate associated with SOFR (Secured Overnight Financing Rate) from a reputable construction lender.

(d) Extensions by the Successor Agency Executive Director. If Developer has been unable to perform an obligation listed in the Schedule of Performance on or prior to date that is ten (10) business days prior to the applicable date stated in the Schedule of Performance despite Developer's reasonable and diligent efforts to perform such obligation, then Developer may notify Successor Agency of Developer's impending Event of Default for a failure to meet a date stated in the Schedule of Performance and may request an extension of the applicable date in the Schedule of Performance. Such request shall specify the number of days of extension requested, provided that extensions shall be requested in not less than 60-day increments and shall not exceed an aggregate of six (6) months for a particular date in the Schedule of Performance. Not later than five (5) business days after receipt of such notice, Successor Agency shall approve or disapprove such request, which shall not be unreasonably withheld or conditioned. Additionally, the Successor Agency Executive Director may extend the time for Developers' performance of any term, covenant or conditions of this Agreement or permit the curing of any default upon such terms and conditions as the Successor Agency Executive Director determines appropriate, from time to time, without the necessity for further Commission action, so long as the cumulative extensions of any particular item do not exceed a total of twelve (12) months after the dates established in the original, unextended Schedule of Performance (or, if applicable, Schedule of Important Project Dates). Notwithstanding the fact that Sections 8.08(a)(i) or (ii) above are not satisfied, the Successor Agency Executive Director may, upon approval by the Commission, extend the time for Developers' performance of any term, covenant or conditions of this Agreement or permit the curing of any default upon such terms and conditions as Successor Agency Executive Director determines appropriate, from time to time; provided, however, that any such waiver or extension or permissive curing of any particular default shall not release any of Developers' obligations nor constitute a waiver of Successor Agency's rights with respect to any other term, covenant or condition of this Agreement or any other default in, or breach of, this Agreement.

8.09 Other Rights and Remedies

The rights and remedies provided to Successor Agency and Developer in this Article 8 are in addition to and not in derogation of other rights and remedies found in this Agreement and in the Grant Deed, but not set forth in this Article 8, but in no event shall (i) Successor Agency have any liability for money or to expend money except as provided in Section 8.06(e).

8.10 General

(a) Subject to the limitations thereon contained in this Agreement, either party may institute legal action to cure, correct or remedy any default, or to obtain any other remedy consistent with the terms of this Agreement. Such legal actions shall be instituted in the Superior Court of the City and

County of San Francisco, State of California, and any other appropriate court in that City and County or, if appropriate, in the Federal District Court in San Francisco, California.

(b) In the event that any legal action is commenced by Developer against Successor Agency, service of process on Successor Agency shall be made by any legal service upon the Executive Director of Successor Agency, or its counsel, or in such other manner as may be provided by law. In the event that any legal action is commenced by Successor Agency against either Developer, service of process on Developer, as applicable, shall be made by personal service at the address provided for Section 12.03 or at such other address as shall have been given to Successor Agency by either of the Developers pursuant to Section 12.03 of this Agreement, or in any other manner as may be provided by law, and shall be valid whether made within or without the State of California.

ARTICLE 9 - SPECIAL TERMS, COVENANTS AND CONDITIONS

9.01 Timing of Completion; Mid-Rise Affordable Project.

No Residential Condominium Unit shall be eligible for, and the Developer shall not request that the City issue, a Temporary Certificate of Occupancy (“**Temporary C of O**”) if such Temporary C of O would be issued prior to the City’s issuance of the Temporary C of O for the Mid-Rise Affordable Project.

9.02 Mitigation Measures

Developer agrees that the construction and subsequent operation of all or any part of the Improvements shall be implemented, and otherwise be in accordance with all applicable mitigation measures set forth in the Mitigation Monitoring and Reporting Program (“**MMRP**”) set forth in the Addendum to the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project Final Environmental Impact Statement/Environmental Impact Report dated June 13, 2022 and included as Attachment 21. Prior to the Construction Commencement Date, Developer shall submit a mitigation plan that identifies responsible parties for complying with the requirements of the MMRP and a point of contact responsible for monitoring compliance with the MMRP. After start of construction activities, Developer shall submit quarterly reports to Successor Agency staff documenting compliance with the MMRP. Prior to receiving the CFCO, the applicant shall submit to Successor Agency staff a final report summarizing compliance with the MMRP during construction, including the start and end dates and duration of each construction phase, and all other specific information required in the MMRP. Developers shall provide to the entity, or entities, specified in Attachment 21, any required reports detailing the mitigation measures implemented by Developers and/or their contractors at the Site during demolition and construction of the Improvements until Completion of Construction of the Improvements, and through operation of the Improvements as applicable. These mitigation measures shall be incorporated by Developers into any appropriate contract for the construction or operation of the Improvements.

9.03 Established Districts.

(a) Community Benefit District.

(i) The Site and the Improvements are subject to the East Cut Community Benefit District (“**CBD**”), which was authorized by the Board of Supervisors on July 31, 2015 by Resolution No. 299-15. The CBD will help fund activities and improvements such as community services and maintenance of public improvements in the Transbay Center District to benefit the properties in the CBD, including maintenance of the rooftop park on the Transit Center, for a period of fifteen (15) years.

(ii) If the Completion of Construction does not occur by the dates specified in the Schedule of Performance (as such dates may be extended for Force Majeure), then Developer shall pay the Delay of Construction CBD Fee (as defined below). The “**Delay of Construction CBD Fee**” shall be an amount equal to the estimated CBD assessment amount that otherwise would have been due to the Assessor-Recorder if construction had completed by the dates specified in the Schedule of Performance (as so extended). For the purpose of this Section 9.03(b)(ii)(a)(ii), the “**amount that otherwise would have been due**” shall be the amount that would have been due under the assessments set forth in the Greater Rincon Hill Community Benefit District Management Plan dated July 2015 (“**District Management Plan**”), calculated as if the Improvements were subject to the District Management Plan from, and after, the date of Completion of Construction specified in the Schedule of Performance until the Improvements are subject to the District Management Plan.

(iii) If Developer has the right to vote in the future on renewal of the CBD, or on an amendment to the District Management Plan that would require Developer to pay an increased assessment for the Site and the Improvements that does not exceed the “Fair Share of Costs” (as defined below) attributable to the Site and the Improvements then Developer shall cast its ballot in favor of the CBD. “Fair Share of Costs” shall be as required in Proposition 218, meaning a portion of the costs described in Section 9.03(a)(i) that reflects a fair and equitable allocation of such costs amongst properties within the zone of special benefit of the public improvements in the Transbay District.

(iv) Developer shall pay the Delay of Construction CBD Fee to the TJPA. Developer shall not receive a credit of any kind with the Assessor-Recorder for any payments made pursuant to this Section 9.03(a).

(v) Developer waives and releases any and all rights, claims, losses, injuries, costs, damages, or causes of action that it may have now or in the future to challenge the initial assessment rates of the CBD, provided that the CBD does not require Developer to pay an initial assessment that exceeds the rates stated in Section 9.03(a)(ii). This waiver and release is a general release. Developer is aware of California Civil Code Section 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

TO GIVE FULL FORCE AND EFFECT TO THE ABOVE GENERAL RELEASE, DEVELOPER HEREBY EXPRESSLY, KNOWINGLY, AND VOLUNTARILY WAIVES ALL THE RIGHTS AND BENEFITS OF SECTION 1542 AND ANY OTHER SIMILAR LAW OF ANY JURISDICTION. BY PLACING ITS INITIALS BELOW, DEVELOPER SPECIFICALLY ACKNOWLEDGES AND CONFIRMS THE VALIDITY OF THE RELEASES MADE ABOVE AND THE FACT THAT DEVELOPER WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THE ABOVE RELEASES.

Developer acknowledges the above general release.

(b) Mello-Roos Community Facilities District.

(i) The Improvements (other than the Mid-Rise Affordable Project) are subject to the provisions of the City and County of San Francisco Community Facilities District No. 2014-1 (Transbay Transit Center) (“CFD”), as described in the CFD Rate and Method of Apportionment (“RMA”) attached hereto as Attachment 22. The CFD will help pay the costs of constructing the new Transbay Transit Center, the Downtown Rail Extension, and other infrastructure in the Transit Center District area.

(ii) Prior to and as a condition of Close of Escrow, Developer shall deposit with the Title Company a duly executed and acknowledged “Unanimous Approval of Annexation to a Community Facilities District and Related Matters” form in favor of annexing the Site into the CFD to be dated by the Title Company following recordation of the Grant Deed.

(iii) If the Completion of Construction does not occur by the dates specified in the Schedule of Performance (as such dates may be extended for Force Majeure), then Developer shall pay the Delay of Construction CFD Fee (as defined below). The “**Delay of Construction CFD Fee**” shall be an amount equal to the CFD special tax amount that otherwise would have been due to the Assessor-Recorder if construction had completed by the dates specified in the Schedule of Performance (as so extended) less any special CFD tax amounts actually assessed and paid by Developer. For the purpose of this Section 9.03(b)(iii), the “**amount that otherwise would have been due**” shall be the amount that would have been due under the special tax rates set forth in the RMA, calculated as if the applicable Improvements were subject to the RMA from, and after, the date of Completion of Construction specified in the Schedule of Performance until such Improvements are subject to the CFD.

(iv) Developer shall pay the Delay of Construction CFD Fee to the TJPA. Developer shall not receive a credit of any kind with the Assessor-Recorder for any payments made pursuant to this Section 9.03(b).

(v) Developer waives and releases any rights it may have now or in the future to challenge the legal validity of the CFD or any part of the CFD. This waiver and release is a general release. Developer is aware of California Civil Code Section 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

TO GIVE FULL FORCE AND EFFECT TO THE ABOVE GENERAL RELEASE, DEVELOPER HEREBY EXPRESSLY, KNOWINGLY, AND VOLUNTARILY WAIVES ALL THE RIGHTS AND BENEFITS OF SECTION 1542 AND ANY OTHER SIMILAR LAW OF ANY JURISDICTION. BY PLACING ITS INITIALS BELOW, DEVELOPER SPECIFICALLY ACKNOWLEDGES AND CONFIRMS THE VALIDITY OF THE RELEASES MADE ABOVE AND THE FACT THAT DEVELOPER WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THE ABOVE RELEASES.

Developer acknowledges the above general release

9.04 Affordable Housing Requirements

In addition to the requirements of Section 5.05, the following requirements shall specifically apply to the Affordable Housing Units:

(a) Affordable Housing in Project

The Project shall include no fewer than one hundred five (105) BMR units in the Tower Mixed-Income Rental Project, and no fewer than two hundred two (202) units (including one unrestricted manager's unit) in the Mid-Rise Affordable Project. The Affordable Housing Units will remain as affordable units at the initial level of affordability for the life of the Project consistent with Section 9.04(b) and will be restricted by a recorded declaration in substantially the form of Attachment 19A (the "Declaration of Affordability Restrictions (Tower)") or Attachment 19B (the "**Declaration of Affordability Restrictions (Mid-Rise)**"), as applicable (and collectively or individually, as applicable, referred to herein as the "**Declaration of Affordability Restrictions**"). These Declarations shall (1) be in a first lien position and (2) not be subordinated to any lien or other encumbrance during the term of such restrictions.

(b) Level of Affordability

(i) Mid-Rise Affordable Project. With the exception of one (1) unrestricted manager's unit, all of the residential units in the Mid-Rise Affordable Project shall be BMR units and shall have a distribution of income restrictions such that the cumulative average income restrictions required of all units shall be at a level affordable to households earning on average, at initial occupancy, seventy-three percent (73%) or less of the Area Median Income as published annually by MOHCD for the City and County of San Francisco, derived in part from the income limits and median income determined by HUD for the HUD Metro Fair Market Rent Area that contains San Francisco, adjusted only for household size, but not high housing cost area ("**AMI**"). To achieve this average:

- 20 units or approximately ten percent (10%) shall be affordable to households earning no more than forty percent (40%) of AMI;
- 9 units or approximately four percent (4%) shall be affordable to households earning no more than forty-five percent (45%) of AMI (eight units at this income level must be one-bedroom units);
- 10 units or approximately five percent (5%) shall be affordable households earning no more than fifty percent (50%) of AMI (eight units at this income level must be one-bedroom units);
- 33 units or approximately sixteen percent (16%) shall be affordable to households earning no more than sixty percent (60%) of AMI;
- 39 units or approximately nineteen percent (19%) shall be affordable to households earning no more than seventy percent (70%) of AMI;
- 47 units or approximately twenty-three percent (23%) shall be affordable to households earning no more than eighty percent (80%) of AMI;
- 38 units or approximately nineteen percent (19%) shall be affordable to households earning no more than ninety percent (90%) of AMI;

- 5 units or approximately two percent (2%) shall be affordable to households earning no more than one hundred percent (100%) of AMI; provided, however, that in no event shall this tier of units exceed the then-applicable equivalent of 80% AMI, as published by the California Tax Credit Allocation Committee (“TCAC”).

Notwithstanding the foregoing, Successor Agency shall allow for adjustments to the above AMI levels if either: (1) a market study provided by the Affordable Developer at the time a funding application is submitted to TCAC and/or at the start of the marketing and lease up period shows that the Mid-Rise Affordable Project rents are not at least ten percent (10%) below the then-market rate effective rents; or (2) the Mid-Rise Affordable Project’s construction lender or tax credit investor requires changes due to the tax credit income averaging rules and regulations.

(ii) Tower Mixed-Income Rental Project. At least one hundred five (105) of the residential units within the Tower Mixed-Income Rental Project will be BMR units restricted for affordability at the following AMIs:

- 21 units or approximately twenty percent (20%) shall be affordable to households earning no more than one hundred percent (100%) of AMI;
- 22 units or approximately twenty percent (20%) shall be affordable to households earning no more than one hundred ten percent (110%) of AMI;
- 62 units or approximately sixty percent (60%) shall be affordable to households earning no more than one hundred twenty percent (120%) of AMI.

(iii) The affordability levels of the Mid-Rise Affordable Project units as set forth in this Section 9.04(b) shall be distributed among the unit types detailed in Section 9.04(c) below as proposed by Developer, provided that Successor Agency or its designee shall approve such distribution in its reasonable discretion. Successor Agency or its designee shall approve any material changes to this distribution, and shall not unreasonably withhold approval of changes necessary to comply with tax credit requirements in connection with project financing.

(c) Unit Size, Mix and Location

(i) Affordable Housing Unit Minimum Size. The Affordable Housing Units shall not be less than 400 net square feet for a studio unit, 525 net square feet for a one-bedroom unit, 800 net square feet for a two-bedroom unit, and 1,000 net square feet for a three-bedroom unit.

(ii) Mid-Rise Affordable Housing Unit Mix. Affordable Housing Units in the Mid-Rise Affordable Project shall include a mix of ten percent (10%) three-bedroom units, forty-three percent (43%) two-bedroom units, and thirty-seven percent (37%) one-bedroom units, and ten percent (10%) studio units.

(iii) Tower Mixed-Income Rental Project Affordable Housing Unit Mix. Affordable Housing Units in the Tower Mixed-Income Rental Project shall include a mix of eleven percent (11%) three-bedroom units, thirty-three percent (33%) two-bedroom units, forty-five percent (45%) one-bedroom units, and eleven percent (11%) studio units.

(iv) Tower Mixed-Income Rental Project Distribution. Affordable Housing Units in the Tower Mixed-Income Rental Project shall be distributed on Floors 2-20 (the lower two thirds of the Tower Mixed-Income Rental Project) of the Tower, explicitly as shown in Attachment 23. Successor Agency or its designee shall approve any changes to this distribution in writing.

(d) Comparability and Quality of Units

(i) Average Size and Appliance Comparability; Tower Mixed-Income Rental Project. The average size of Affordable Housing Units in the Tower Mixed-Income Rental Project shall be at least eighty percent (80%) of the average size of the same unit types in market-rate units in the Tower Mixed-Income Rental Project. The specific units and their square footages in satisfaction of this requirement are shown in Attachments 19a and 23. The categories of appliances installed in the Affordable Housing Units in the Tower Mixed-Income Rental Project shall match the categories of appliances installed in the market-rate units. For example, if the market-rate rental units have washer/dryer hook-ups, dishwashers, and refrigerators, then the Tower Project Affordable Housing Units shall have washer/dryer hook-ups, dishwashers, and refrigerators. In no event, however, must the appliances in the Affordable Housing Units be of the same or comparable brands as the appliances in the market-rate units.

(ii) Comparability of Interior Features; Affordable Housing Units. The interior features of the Affordable Housing Units in the Project need not be the same as or equivalent to those in the market-rate units, provided that they are of high quality, durable and are consistent with the then-current standards for new housing, and shall be as specified in Attachment 24, Comparability of Affordable Project Units, which details agreed-upon finishes and specifications for the Affordable Housing Units and which may be modified only by prior written approval by Successor Agency or its designee.

(e) Parking

(i) Required Parking Allocations. Parking for no less than one vehicle per every four units (or fraction thereof) within the Mid-Rise Affordable Project shall be made available to tenants of the Mid-Rise Affordable Project. Any vehicle parking made available to occupants of the Tower Mixed-Income Rental Project shall be made available to the tenants of the Affordable Housing Units at the same vehicle-to-unit ratio made available to the market-rate units in the Tower Mixed-Income Rental Project, as more particularly described in the Inclusionary Manual. Vehicle parking designated for Affordable Housing Units must remain designated for use by Affordable Housing Unit tenants for the life of the Project, subject to the limited exception pursuant to Section 9.04(e)(ii) below.

(ii) Affordable Housing Unit Parking Space Leasing and Rates. Parking shall be made available to residents of the Affordable Housing Units consistent with the Inclusionary Manual, as amended from time to time. The current rates are outlined below. Initial rates and thereafter parking pricing for subsequent re-rental shall adhere to the Inclusionary Manual. Increases following leasing of parking spaces to tenants of the Affordable Housing Units shall be according to the Inclusionary Manual. For the avoidance of doubt, except as expressly provided in the REA with respect to cost sharing, Affordable Housing Developer shall have no responsibility for the parking garage structure operation or maintenance and shall have no right to any revenue therefrom.

(i) For Affordable Housing Units designated at 80% AMI and below, the lesser of \$100 per month or 80% of the Project's average monthly parking rate for market rate vehicle parking;

(ii) For Affordable Housing Units designated at 81% to 110% AMI, the lesser of \$175 or 80% of the Project's average monthly parking rate for market rate vehicle parking;

(iii) For Affordable Housing Units designated at 111% -120% AMI, the lesser of \$250 or 80% of the Project's average monthly parking rate for market rate vehicle parking.

(iii) Developer will follow procedures established in the Inclusionary Manual for offering and pricing leased parking to residents of Affordable Housing Units. Following initial lease-up, and if vehicle parking designated for Affordable Housing Units remain available and there are no Affordable Housing Unit tenants on a waitlist for vehicle parking, Developer may follow procedures established in the Inclusionary Manual to seek approval from MOHCD to lease vehicle parking rights at market rate on a month to-month basis until an Affordable Housing Unit tenant requests vehicle parking designated for use by tenants of Affordable Housing Units.

(f) Marketing and Occupancy Preferences

(i) The initial and subsequent leasing of all Affordable Housing Units will be subject to the marketing obligations described in Attachment 25, Marketing Obligations, which include occupancy preferences for, among others, Certificate of Preference ("COP") holders, Displaced Tenants, Neighborhood Residents, and other targeted populations; provided, however, that such preferences shall not be required to be provided to the extent that granting such preferences will cause the Mid-Rise Affordable Project or the Tower Mixed-Income Rental Project to be in violation of the Fair Housing Act, the requirements of the tax exempt bond law and regulations, the tax credit laws and regulations, and/or regulations for funding through the California Department of Housing and Community Development.

(ii) Certificate of Preference Program Targeting. Developer has prepared a strategy to maximize the number and success of COP holders in securing housing within the Affordable Housing Units ("**COP Enhanced Outreach Strategies**") attached hereto as Attachment 26. Developer shall incorporate the strategies described in Attachment 26 into the early outreach plans for the Mid-Rise Affordable Project and the Tower Mixed-Income Rental Project, as described in Section 9.04(f)(iii) below.

(iii) Early Outreach Plan. No later than thirty (30) days after the Commencement of Substantial Construction, Developer shall deliver for Successor Agency and MOHCD's review and approval early outreach plans for initial marketing of the Affordable Housing Units consistent with Attachment 25 and an early outreach plan for COP holders, inclusive of the strategies described in Attachment 26 (COP Enhanced Outreach Strategies). Developer shall provide a plan for the units in the Mid-Rise Affordable Project and a separate plan for BMR units within the Tower. Developer shall not start the outreach activities until the Successor Agency provides approval of the Early Outreach Plans.

(iv) Marketing Plans. At least nine (9) months prior to first Temporary C of O for a residential unit in the Mid-Rise Affordable Project and the Tower Mixed-Income Rental Project, respectively, Developer shall submit to Successor Agency and MOHCD for their review and approval marketing plans, including written tenant selection plans, for the initial and ongoing leasing of all Affordable Housing Units in accordance with Attachment 25. Developer shall provide a plan for the units in the Mid-Rise Affordable Project and a separate plan for BMR units within the Tower.

(g) Resident Services for the Mid-Rise Affordable Project. The following will be provided for residents within the Mid-Rise Affordable Project:

(i) The Mid-Rise Affordable Project shall be staffed at a ratio of one (1) full time resident services staff member for every one hundred (100) units.

(ii) The services staff will routinely evaluate and provide services that respond to the needs of resident households, including the unique needs of individuals, working families, families

with children, and seniors. Staff will help connect residents to existing services in the neighborhood, at nearby properties operated by the Affordable Developer or their affiliates, and throughout the City, as needed. Funding for services staff shall be provided through the operating budget of the Mid-Rise Affordable Project. The Developer and Affordable Developer will provide a complete resident services plan, that includes services staffing as well as other programs and positions, pursuant to the Schedule of Important Project Dates.

9.05 Mid-Rise Affordable Project Financing.

(a) Deliveries and Compliance. (i) The Developer and Affordable Developer will provide a draft and final development budget, table of sources and uses, and a 20-year operating budget for the Mid-Rise Affordable Project to Successor Agency prior to the Close of Escrow and as reasonably requested by Successor Agency staff to evaluate applications for state and local funding; (ii) Financing for the Mid-Rise Affordable Project must comply with the then-current MOHCD Underwriting Guidelines for multi-family housing projects.

(b) Successor Agency Loan. Upon the closing of Developer's construction financing (meaning closing of all financing evidenced pursuant to Section 2.08), and provided the Developer has paid the Affordable Housing Fee to Successor Agency and obtained all necessary approvals for the disbursement thereof, the Successor Agency shall provide the entirety of the Affordable Housing Fee through one affordable housing loan between the Successor Agency and the Affordable Developer ("**Successor Agency Loan**") to provide a subsidy of up to Forty Six Million Seven Hundred Forty Nine Thousand Nine Hundred Twenty Eight and 46/100 Dollars (\$46,749,928.46) and subject to approval by the Citywide Affordable Housing Loan Committee.

(c) Additional Affordable Housing Subsidy. In addition to the Purchase Price, the Developer shall provide any additional subsidy required to complete the Mid-Rise Affordable Project and maintain its affordability in compliance with Section 9.04(b) above, after all non-Successor Agency funding sources available for affordable housing have been secured by the Affordable Developer. Other than the Successor Agency Loan, there will be no additional subsidy from the Successor Agency or MOHCD; neither the Successor Agency nor MOHCD shall be responsible for any cost over-runs associated with the Mid-Rise Affordable Project. Developers shall cooperate with the Successor Agency to seek Citywide Affordable Housing Loan Committee and Commission approval of the financing plan and the Successor Agency Loan, and shall attend any hearings related to these approvals.

(d) Tax Exempt Bond Financing. If the Developer and Affordable Developer utilize a bond financing structure for the Mid-Rise Affordable Project, bonds must be issued through MOHCD's Multifamily Securities Program. The Developer, with the assistance of the Affordable Developer, will work with Successor Agency staff to submit an application to the California Debt Limit Allocation Committee ("**CDLAC**") for an allocation of tax-exempt bond funding. Successor Agency shall take all actions necessary on its part with respect to preparing and filing the application for the allocation of tax-exempt bonds so that Developer shall at all times be in compliance with the Schedule of Performance. After an allocation is granted by CDLAC, MOHCD will have approximately 180-days from such allocation to issue the tax-exempt bonds. During the period after the allocation of bond volume cap and prior to the expiration of the approximate 180-day period, Developer, Affordable Developer, and Successor Agency staff will work with the Developer and Affordable Developer's counsel, Bond Counsel, a Financial Advisor, and the City Attorney to prepare bond documents which include: a City Regulatory Agreement; Indenture Agreement; and, a Borrower Loan Agreement in "substantially final form." The Board of Supervisors acting for and on behalf of the City, acting through MOHCD, shall adopt an inducement/reimbursement resolution and timely publish notice of and conduct a TEFRA Hearing approving the issuance of the tax exempt bonds and thereafter the City shall issue the bonds. Regardless of the financing structure, the Mid-

Rise Affordable Project will be subject to an affordability restriction, through the recording of a Declaration of Affordability Restriction, that will require the Affordable Housing Units within the Mid-Rise Affordable Project to remain as BMR units at the initial level of affordability (subject to the terms therein) for the life of the Project.

9.06 Streetscape Improvements

(a) Developer shall complete or cause to be completed the design and construction of the Streetscape Improvements, in compliance with the Redevelopment Requirements and all applicable State laws and City ordinances and regulations. Any costs incurred to complete the Streetscape Improvements, including the cost of relocating utilities, shall be the sole responsibility of Developer. As provided in Section 2.02, Developer's obligation under this Section 9.06, and as may be further made a condition of approval of the Permanent Subdivision of the Site, shall include the obligation to construct and thereafter to convey to the City all public improvements on or in the Tehama Parcel as described in the Scope of Development (the "**Tehama Street Public Improvements**"), and fee title to the Tehama Parcel. Developer shall be solely responsible for the costs of constructing the Tehama Street Public Improvements.

(b) For the life of the Project, Developer shall maintain or cause to be maintained the Streetscape Improvements in compliance with the Redevelopment Requirements and all applicable laws of the State of California and the Ordinances and Regulations of the City and County of San Francisco, with the exception of the Tehama Street Public Improvements which shall be maintained by the City as City right of way after the City's acceptance thereof.

9.07 Open Space and Amenities

(a) Developer shall complete or cause to be completed the design and construction of the Public Open Space, Project Open Space and Amenities in accordance with the requirements of this Agreement including the Scope of Development.

(b) Developer shall maintain (or cause to be maintained) the Public Open Space and shall make it available to members of the public for the life of the Project. Prior to and as a condition of its receipt of Certification of Completion, Developer shall ensure compliance with this obligation by executing and recording in the Official Records a declaration encumbering the Site substantially in the form of Attachment 29 (Form of Declaration of Open Space Restrictions and Covenant to Maintain).

(c) Developer shall maintain, or cause to be maintained, the Project Open Space and Amenities, and make them available to residents of the Project, each in accordance with the requirements of the Scope of Development, the Redevelopment Requirements, laws of the State of California and the Ordinances and Regulations of the City and County of San Francisco, and shall include said requirements in the REA or other recorded covenants, conditions and restrictions with respect to the Project.

(d) Ongoing operation and maintenance costs of the Public Open Space, Project Open Space and Amenities may be allocated between the Tower Market-Rate Condominium Project, the Tower Mixed-Income Rental Project and the Mid-Rise Affordable Project as described in Section 9.11, subject to approval by DRE.

(e) Storage spaces shall be unbundled from any specific condominium or rental unit, available at at-cost rates to all condominium and rental residents on a 24-hour and seven day per week basis, and offered on a proportional basis in terms of number of spaces between the market-rate and Affordable Housing Units. Storage spaces assigned to tenants of Affordable Housing Units shall be monitored by MOHCD consistent with the Inclusionary Manual, including but not limited to (i) ensuring that at-cost rates

for tenants of Affordable Housing Units do not exceed the amounts specified in the Inclusionary Manual, and (ii) requiring that the Developer maintain a waitlist of tenants of Affordable Housing Units interested in storage spaces depending on availability.

9.08 Shared Parking Garage

(a) Developer shall complete or cause to be completed the design and construction of the Shared Parking Garage, an approximately 66,496 square foot underground garage. The Parties agree that all parking within the Shared Parking Garage shall be unbundled and that the Shared Parking Garage shall accommodate no more than 275 private vehicles valet-parked and/or parked via stackers, which shall include a minimum of two accessible car share vehicles (unless no car share operator exists in the San Francisco market), and a minimum of 556 secured bicycle parking spaces. The Developer shall operate and maintain (or cause to be operated and maintained) the Shared Parking Garage, consistent with the REA.

(b) The Developer shall be responsible for all costs associated with the design, construction, and operation of the Shared Parking Garage.

(c) Parking shall be unbundled, and shall be no more than one vehicle per residential unit (except to the extent additional spaces are made available pursuant to 9.04(e)(iii)), in accordance with the following criteria:

(i) One vehicle for every unit in the Tower Market-Rate Condominium Project;

(ii) One vehicle for every four units in the Mid-Rise Affordable Project; and

(iii) The remaining vehicle parking allocated proportionally between market-rate and Affordable Housing Units in the Tower Mixed-Income Rental Project.

(d) Bicycle spaces shall be allocated proportionately between the market-rate and the Affordable Housing Units in the Tower Project and Mid-Rise Affordable Project and shall be made available to tenants of Affordable Housing Units free of charge.

(e) The garage door shall remain open during the normal business hours, then operable via call button and/or key-fob after hours. No commuter parking shall be allowed.

9.09 Public Benefit and Community Serving Commercial Uses

(a) All of the ground floor commercial square footage within the Mid-Rise Affordable Project shall be leased, subject to Successor Agency approval, to users that qualify as a “**Community Serving Commercial Use**” or a “**Public Benefit Use**,” as those terms are defined in the Mayor’s Office of Housing and Community Development Commercial Space Underwriting Guidelines (Feb. 2, 2018) (Attachment 27), as amended from time to time, or that meet a comparable standard if MOHCD no longer publishes Commercial Space Underwriting Guidelines (“**Community Commercial Space**”). Qualifying uses under the MOHCD Commercial Guidelines include the following:

(i) “Community Serving Commercial Use” means a land use, typically retail or other sales and services use, that provides a direct benefit to the community, e.g. a food market with affordable and healthy produce and other goods, community banking, or other neighborhood serving uses that have a demonstrated benefit to the residents of the Project; and

(ii) “Public Benefit Use” means a land use, typically programs or services, that primarily benefits low-income persons, is implemented by one or more 501(c)(3) public benefit corporations, and has been identified by the City or community as a priority use. Examples include, but are not limited to, childcare centers, adult day health centers, nonprofit office space, public libraries, supportive services for the residents of the affordable housing development, health clinics that serve the local community at no or low cost, arts-related spaces that provide programs, and classes and/or exhibition spaces available to community members at no or low cost.

(b) The Community Commercial Space will be integrated into the Mid-Rise Affordable Project under the ownership of the Affordable Developer (or by affiliate of Affordable Developer or master lease structure from Affordable Developer to an affiliate of Mercy Housing California as the master tenant). Alternatively, Affordable Developer may seek to obtain a commercial space subdivision (the “**Commercial Subdivision**”) to create a separate legal parcel for the Community Commercial Space, which would be transferred and owned by an affiliate of Mercy Housing California (the “**Commercial Subdivision Owner**”). Prior to establishing either a master lease or a Commercial Subdivision, Affordable Developer will seek Successor Agency approval of the applicable structure. Affordable Developer (or its affiliate or master tenant) or the Commercial Subdivision Owner, as applicable, will be responsible for operating and leasing the Community Commercial Space in accordance with the restrictions specified in this Section 9.09. Revenue generated from the leasing of the Community Commercial Space will be used to pay Community Commercial Space expenses including operating and leasing expenses, service approved debt (if applicable), fund expenses related to shared common operating expenses as established in the REA and/or common area maintenance agreements. Net revenue generated from the leasing of the Community Commercial Space, regardless of the structure (integration with the Mid-Rise Affordable Project, Commercial Subdivision, or master lease), will be used to fund reserves for future capital/tenant improvements for the benefit of the Community Commercial Space. If there is no subdivision, revenue and expenses related to the Community Commercial Space will be incorporated into the operating budget of the Mid-Rise Affordable Project. If the Mid-Rise Affordable Project includes financing from the California Department of Housing and Community Development (“**HCD**”) and there is no subdivision, the Community Commercial Space within the Mid-Rise Affordable Project shall be subject to HCD requirements regarding commercial income.

(c) Declaration of Restrictions. Prior to commencement of the marketing process, if the Community Commercial Space is a separate commercial condominium then the Community Commercial Space will be restricted by a recorded Declaration in substantially the form of Attachment 28 (the “**Declaration of Restrictions for Community Commercial Space**”). The Declaration shall (1) be in a first lien position and (2) not be subordinated to any lien or other encumbrance during the term of such restrictions.

(d) Warm Shell Conditions. Developer shall provide the Community Commercial Space in “**Warm Shell**” condition as defined by the MOHCD Commercial Space Underwriting Guidelines (Attachment 27) as amended from time to time by MOHCD, by the date of temporary certificate of occupancy for the Mid-Rise Affordable Project.

9.10 Transfer Payment

(a) Subject to any applicable requirements of the California Department of Real Estate and California Civil Code section 1098, and prior to the sale of the first Residential Condominium Unit, Developer shall (i) record a declaration and notice applicable to all Condominium Units (“**Transfer Payment Covenant and Notice**”) in the form of Attachment 20, requiring that the transfer of each Residential Condominium Unit shall be subject to a transfer payment equal to 0.5 percent of the market-

rate transfer price (the “**Transfer Payment**”) (ii) demonstrate, to OCII’s satisfaction, that the Transfer Payment Covenant and Notice is noticed and documented in satisfaction of applicable DRE regulations.

(b) Following the initial sale of the Residential Condominium Units by the Developer, each subsequent transfer of a Residential Condominium Unit shall be subject to the Transfer Payment, to be made prior to or commensurate with each and every subsequent transfer of each Residential Condominium Unit.

(c) The Transfer Payment funds shall be used by Successor Agency or its designee for maintenance and replacement costs of publicly accessible open space constructed adjacent to the Project. Developer and its successors and the future owners of all the Project shall have no right to challenge the appropriateness or the amount of any expenditure so long as it is used for maintenance uses.

(d) The provisions of this Section 9.10 shall survive the expiration or termination of this Agreement, and shall constitute covenants and benefits running with the land pursuant to applicable law, including but not limited to California Civil Code Section 1468. The Transfer Payment shall be disclosed in the DRE disclosure packages for the Project.

9.11 Review of Condominium Association Documents.

(a) Developer shall not submit any of the following to California Department of Real Estate (“**DRE**”) for review and approval without providing Successor Agency an opportunity to review and approve: (i) reciprocal easement agreements, (ii) covenants, conditions and restrictions, (iii) Preliminary Public Report Applications; (iv) Conditional Public Report Applications; (v) Final Public report Applications; (vi) Bylaws and Articles of Incorporation, and (vii) budgets for the Master Association and Market-Rate Association, Master Budget. Prior to submitting revisions to any of the above for DRE approval, Developer shall submit same to Successor Agency for its review and approval for consistency with this Agreement. To the extent permitted by DRE, Developer shall list Successor Agency as an interested party to receive all correspondence to the materials submitted to subsections (i) through (iv) above. If not permitted by DRE, then Developer shall, within five (5) business days of receipt, provide to Successor Agency a complete copy of any and all correspondence received from DRE concerning the foregoing listed materials.

(b) Prior to the closing of Developer’s construction financing for the Mid-Rise Affordable Project or effective date of the Air Rights Lease, whichever is sooner, Developers shall cause to be executed and recorded covenants, conditions and restrictions and reciprocal easements (collectively, the “**Reciprocal Easement Agreement**” or “**REA**”) in forms prepared by Developers and approved by the Successor Agency in its reasonable discretion.

(c) OCII, in its capacity as owner of the Affordable Air Rights Parcel, shall be a consent signatory to the REA and shall be provided an opportunity to review and approve the REA as described herein.

(d) The REA shall address, among other things, the following:

(i) Use restrictions and access to open space, amenities, and common areas;

(ii) Maintenance obligations related to the Shared Parking Garage, Streetscape Improvements, Public Open Space, Project Open Space, common areas, and Amenities, among other things;

(iii) Shared expenses for shared maintenance areas between each component of the Project. Among others, expense allocations shall specifically describe Tower Mixed-Income Rental Project and, Tower Market-Rate Condominium Project, and Mid-Rise Affordable Project responsibility and expense sharing for property taxes and insurance for shared maintenance areas, which, for the Mid-Rise Affordable Project, shall escalate at a constant annual rate and which shall not include any future tax reassessments (whether due to a transfer of the Tower Mixed-Income Rental Project or Tower Market-Rate Condominium Project or otherwise), all as further set forth in the Reciprocal Easement Agreement;

(iv) If any Community Commercial Space does not directly connect to the rear or “back-of-house” corridor of the applicable building for direct access to certain services provided through the rear or “back-of-house” corridor of such building to other Commercial Units, such as trash collection or curb delivery service, the means for the provision of such services to that Community Commercial Space, at no additional cost to the affected Community Commercial Space;

(v) Easements;

(vi) The allocation of vehicle spaces within the Shared Parking Garage;

(vii) Membership in the owners’ association and association assessments;

(viii) A methodology to reach agreement about any shared expense increases other than inflationary increases among the Mid-Rise Affordable Project ownership, Tower Mixed-Income Rental Project ownership, and the Tower Market-Rate Condominium Project ownership association; and

(ix) Transfer Payment requirements, among other things.

9.12 Liquidated Damages.

The Delay in Construction Tax Increment Fee, Delay in Construction CBD Fee, and Delay in Construction CFD Fee (collectively “**Delay Fees**”) shall be paid, if due, as liquidated damages to compensate the TJPA and Successor Agency. The Parties agree that, considering all the circumstances on the date of this Agreement, the actual damages suffered by the TJPA and Successor Agency in the event that Completion of Construction fails to timely occur would be difficult or impracticable to determine, and that the Delay Fees are a reasonable estimate of the damages that the TJPA and Successor Agency would incur in such event.

9.13 TJPA Third Party Beneficiary.

The TJPA is an intended third party beneficiary of Sections 4.11, 9.03(a)(ii) and (iv), and 9.03(b)(iii) and (iv) (and those Sections only) with the right to enforce the terms and provisions of those Sections (and those Sections only).

ARTICLE 10 - SUCCESSOR AGENCY EQUAL OPPORTUNITY PROGRAM

Developers will comply with Successor Agency’s Equal Opportunity Program, as described in this Article 10 and in Attachment 17, and will submit all documents required pursuant to the policies included in Attachment 17 (“**Equal Opportunity Program**”) in accordance with the timeframes specified therein.

10.01 Non-Discrimination

Non-Discrimination in Benefits. Developers do not as of the date of this Agreement and will not during the term of this Agreement, in any of their operations in San Francisco or with respect to their operations under this Agreement (i.e., providing services related to the Development project) elsewhere in the United States discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits (collectively “**Core Benefits**”) as well as any benefits other than the Core Benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership had been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Successor Agency’s Non-Discrimination in Contracts and Benefits Policy, adopted September 9, 1997, as amended February 4, 1998 and as set forth in Attachment 17.

10.02 Compliance with Minimum Compensation Policy and Health Care Accountability Policy

(a) Successor Agency finds that it has a significant proprietary interest in the Site that is being transferred to Developer, pursuant to this Agreement. Developers will comply with the applicable provisions of Successor Agency’s Minimum Compensation Policy (“**MCP**”), Attachment 17, and Health Care Accountability Policy (“**HCAP**”), Attachment 17, adopted by Agency Resolution No. 168-2001 on September 25, 2001, as these policies may be amended from time to time (jointly, “**Policies**”). The requirements of the Policies include the following:

(i) the payment of the “Minimum Compensation” specified in MCP Section 3 to all “Covered Employees,” as defined under MCP Section 2.7, who work on the Improvements, who are employed by Developer or any of its subcontractors who enter into an “Included Subcontract” (as defined in Attachment 17).

(ii) the payment of one of the health care benefit options described in HCAP Section 3 as to all “Covered Employees,” as defined under HCAP Section 2.7, who work on the Project, who are employed by Developer or any of its subcontractors who enter into an “Included Subcontract” (as defined in Attachment 17).

10.03 Small Business Enterprise and Workforce Agreements

(a) Developers and Successor Agency acknowledge that the Improvements and the Project will create employment opportunities at all levels, including opportunities for qualified economically disadvantaged small business enterprises, qualified economically disadvantaged Project Area residents and San Francisco residents. In recognition of these opportunities, Developer shall develop and implement the Small Business Enterprise Agreement described in Attachment 17, and the Construction Workforce Agreement described in Attachment 17.

(i) Successor Agency shall rely on the Office of Economic and Workforce Development - CityBuild (“**CityBuild**”) to implement the Construction Workforce Agreement described in Attachment 17, the First Source Hiring Agreement described in Attachment 17, and the Trainee Hiring Goal in the Small Business Enterprise Agreement described in Attachment 17; accordingly, within thirty (30) days after the Effective Date of this Agreement, Developer shall execute an agreement with CityBuild to fund CityBuild’s staff costs for such services, up to a maximum of Two Hundred Fourteen Thousand Nine Hundred Fifty Dollars (\$214,950) of staff costs for every Five Hundred Million Dollars (\$500,000,000) in total Project costs.

10.04 Prevailing Wages (Labor Standards)

(a) Developers agree to pay or cause to be paid prevailing rates of wages in accordance with the requirements set forth in Attachment 17 for construction work done at the Site and Tehama Parcel prior to the issuance of the City's Final Certificate of Occupancy.

10.05 SBE Mentoring and Capacity Building Program

(a) Developer shall finance and, in consultation with the Successor Agency and the Developer's General Contractor, implement a Mentoring and Capacity Building Program ("**Mentoring Program**") specific to the Scope of Development. The program will provide SBE's with directed coaching, educational input, and mentoring from industry experts complementary to the Successor Agency's existing SBE Policy goals in order to build small business capacity. Specific efforts will be made to break up scopes of work to enhance SBE participation.

(b) Program initiatives will consist of:

(i) Providing One Hundred Thousand Dollars (\$100,000) to the Successor Agency for the purpose of conducting a study on the availability, capacity and needs assessment of local SBE contractors to perform on large construction projects, such as the Project. Developer shall provide payment to the Successor Agency or its designee within thirty (30) days after the Effective Date of this Agreement. The Successor Agency will endeavor to complete the study within nine months of the Effective Date of this Agreement, after which the study's findings will be used to inform the Successor Agency, Developers, and Developers' general contractor about their ability to meet the Successor Agency's SBE goal, the level of SBE participation if less than fifty percent, and the means to obtain SBE participation;

(ii) Providing financial assistance by Developer of Twenty-Five Thousand Dollars (\$25,000) per year for three (3) years to the City's Contractor Development Program, or an existing training/ technical assistance program acceptable to the Successor Agency, to assist local SBE contractors to compete and perform work on the Improvements. The Developer shall provide payment for the initial year within thirty (30) days after the Effective Date of this Agreement and annually thereafter;

(iii) Implementation by Developer of a General Contractor selection criteria to ensure General Contractor participation in the City's Mentor-Protégé program (<https://sfgov.org/cmd/cmd-mentor-protege-program-1>), or an equivalent program acceptable to the Successor Agency. The Developer shall provide the selection criteria to the Successor Agency for its review and acknowledgement prior to the Developer's efforts to solicit a General Contractor;

(iv) Developer shall encourage first-tier non-SBE subcontractors to participate in the City's Mentor-Protégé program or similar teaming relationships with SBEs; and

(v) Developer shall work cooperatively with the Successor Agency and ensure best faith efforts are exercised by the General Contractor and its first-tier subcontractors to break up scopes of work for lower-tier small business participation.

ARTICLE 11 - INDEMNITY

11.01 Developer Indemnification

Developer shall indemnify, defend, and hold harmless the Successor Agency, the City, the TJPA and their respective members, officers, agents and employees ("**Indemnified Parties**") from and

against any losses, costs, claims, damages, liabilities and causes of action (including reasonable attorney's fees and court costs) arising out of this Agreement, including with respect to any challenge to the entitlement of Developer to undertake the program described in the Scope of Development, or in any way related to the death of or injury to any person or damage to any property occurring on or adjacent to the Site and directly or indirectly caused by any acts done thereon or any acts or omissions of Developer and their agents, employees or contractors; provided, however, that the foregoing indemnity shall not apply to any losses, costs, claims, damages, liabilities or causes of action (including reasonable attorneys' fees and court costs) to the extent the same arise out of (i) the gross negligence or willful misconduct of the Indemnified Party seeking to be indemnified, or (ii) the breach under this Agreement of an obligation of the Indemnified Party seeking to be indemnified, provided that the Successor Agency may require that the Developer defend the Indemnitee Parties against claims pursuant to this Section until it is established that such claims are not subject to this indemnity requirement so long as provided, the Indemnified Party (or Parties) shall reimburse the Developer such defense costs in proportion to the degree of the negligence or fault of such Indemnified Party (or Parties).

11.02 Affordable Developer Indemnification

Affordable Developer shall indemnify, defend, and hold harmless the Indemnified Parties from and against any losses, costs, claims, damages, liabilities and causes of action (including reasonable attorney's fees and court costs) arising out Affordable Developer's obligations under this Agreement or in any way related to the death of or injury to any person or damage to any property occurring on or adjacent to the Site and directly or indirectly caused by any acts done thereon or any acts or omissions of Affordable Developer and their agents, employees or contractors; provided, however, that the foregoing indemnity shall not apply to any losses, costs, claims, damages, liabilities or causes of action (including reasonable attorneys' fees and court costs) to the extent the same arise out of (i) the gross negligence or willful misconduct of the Indemnified Party seeking to be indemnified, or (ii) the breach under this Agreement of an obligation of the Indemnified Party seeking to be indemnified, provided that the Successor Agency may require that the Affordable Developer defend the Indemnitee Parties against claims pursuant to this Section until it is established that such claims are not subject to this indemnity requirement (so long as provided, the Indemnified Party (or Parties) shall reimburse the Affordable Developer such defense costs in proportion to the degree of the negligence or fault of such Indemnified Party (or Parties).

11.03 Survival

The obligation of Developer, Affordable Developer, or both, under this Article 11 shall survive Successor Agency's recordation of the Certificate of Completion as to any acts or omissions occurring prior to such recordation.

ARTICLE 12 - GENERAL PROVISIONS

12.01 Successor Agency Costs

The Developer shall be responsible for paying any costs associated with this transaction and the Improvements until the Certificate of Completion, as defined in Section 4.13, is recorded, either directly or through reimbursement of any related Successor Agency costs, including, but not limited to, Successor Agency's legal counsel to represent Successor Agency, staffing costs, and third party costs including, but not limited to, title report costs, title insurance premiums and endorsement charges, escrow fees, surveys, environmental review, parcel mapping, lot line adjustments, quiet title actions, permits, inspections, and costs on all matters related to the negotiation and implementation of this Agreement ("**Successor Agency Costs**"). The Successor Agency shall submit quarterly invoices for such costs and Developer shall reimburse Successor Agency for its costs within forty-five (45) days of receiving Successor

Agency invoices. If the Developer fails to pay such invoices with such forty-five (45) day period, then such event will be considered an Event of Default under this Agreement.

12.02 Provisions with Respect to Time Generally

All references in this Agreement to time limitations, including those in the Schedule of Performance and Schedule of Important Project Dates, shall mean such time limitations as they may be extended pursuant to the terms of this Agreement.

12.03 Notices

Any notice, demand or other communication required or permitted to be given under this Agreement by either party to the other party shall be sufficiently given or delivered if transmitted by (i) certified United States mail, postage prepaid, (ii) personal delivery, or (iii) nationally recognized private courier services, in every case addressed as follows:

If to Successor Agency:	Successor Agency to the Redevelopment Agency of the City and County of San Francisco One South Van Ness Avenue, Fifth Floor San Francisco, California 94103 Attention: Executive Director
With copy to:	San Francisco Mayor's Office of Housing and Community Development One South Van Ness Avenue, Fifth Floor San Francisco, California 94103 Attention: Director
If to Affordable Developer:	Mercy Housing California 1256 Market Street San Francisco, CA 94102 Telephone: (415) 355-7100
If to Developer:	F4 Transbay Partners, LLC c/o Hines 101 California Street, Suite 1000 San Francisco, CA 94111 Attn: Cameron Falconer Telephone: (415) 982-6200
With copies to:	Charles J. Higley Farella Braun & Martel LLP Russ Building 235 Montgomery Street 17 th Floor San Francisco, CA 94104 Telephone: (415) 954-4902

Any such notice, demand or other communication transmitted by certified United States mail, postage prepaid, shall be deemed to have been received seventy-two (72) hours after mailing (unless

it is never delivered), and any notice, demand or other communication transmitted by personal delivery, or nationally recognized private courier service shall be deemed to have been given when received by the recipient. Any party may change its address for notices under this Section 12.03 by written notice given to the other party in accordance with the provisions hereof.

12.04 Time of Performance

(a) All dates for performance (including cure) shall expire at 5:00 p.m. (San Francisco, California time) on the performance or cure date.

(b) A performance date which falls on a Saturday, Sunday or Successor Agency or national holiday is automatically extended to the next day which is not a Saturday, Sunday or Successor Agency or national holiday.

(c) Unless otherwise specified, whenever an action is required in response to a submission, request or other communication, the responding party shall respond within fifteen (15) business days.

(d) Time is of the essence with respect to each provision of this Agreement, including each milestone set forth in this Agreement, but subject to all express extension, notice and cure rights in this Agreement.

12.05 Attachments/Recitals

All attachments and recitals to this Agreement are hereby incorporated herein and made a part hereof as if set forth in full.

12.06 Non-Merger in Deed

None of the provisions of this Agreement are intended to, or shall be, merged by reason of any deed transferring title to the Site from Successor Agency to Developer or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

12.07 Headings

Any titles of the several parts and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions. The terms "Paragraph" and "Section" may be used interchangeably.

12.08 Successors and Assigns

This Agreement shall be binding upon and, subject to the provisions of Article 6, shall inure to the benefit of, the successors and assigns of Successor Agency, Developer, Affordable Developer, and any Mortgagee and where the term "Developer", "Affordable Developer", "Successor Agency" or "Mortgagee" is used in this Agreement, it shall mean and include their respective successors and assigns, including as to any Mortgagee, any transferee of such Mortgagee or any successor or assign of such transferee, whether or not the terms "successors and assigns" are used in conjunction therewith, except where the Agreement expressly provides that successors and assigns are not so included.

12.09 Counterparts/Formal Amendment Required

(a) This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.

(b) This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

(c) Any modifications or waiver of any provisions of this Agreement or any amendment thereto shall be done in accordance with the provisions of this Agreement, and shall be made in writing and signed by a person or persons having authority to do so, on behalf of both Successor Agency and Developer.

12.10 Authority of Parties

Successor Agency and Developer each represent and warrant to the other party that this Agreement and all documents and delivered at Close of Escrow: (a) are, or at the time of Close of Escrow will be, duly authorized, executed and delivered by that party; (b) are, or at the time of Close of Escrow will be, legal, valid and binding obligations of that party; and (c) do not, and at the time of Close of Escrow will not, violate any provision of any agreement or judicial order to which that party is a party or to which that party is subject. Notwithstanding anything to the contrary in this Agreement, the foregoing representations and warranties and any and all other representations and warranties of the parties contained herein or in other agreements or documents executed by the parties in connection herewith, shall survive the Close of Escrow.

12.11 Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

12.12 Recordation

Title Company shall cause this Agreement to be recorded in the Official Records at Close of Escrow.

12.13 Estoppels

At the request of any party, the other Parties, within ten (10) days following such request, shall execute and deliver to the requesting Party a written statement in which such other Parties shall certify that this Agreement is in full force and effect; that this Agreement has not been modified or amended (or stating all such modifications and amendments); that no Party is in default under this Agreement (or setting forth any such defaults); that there are not then existing set-offs or defenses against the enforcement of any right or remedy of any Party, or any duty or obligation of the certifying Parties (or setting forth any such set-offs or defenses); and as to such other matters relating to this Agreement as the requesting Party shall reasonably request.

12.14 Attorneys' Fees

In the event that any Party brings a legal action to enforce rights under this Agreement against any other Party, the prevailing Party in any such proceeding will be entitled to recover its reasonable attorneys' fees and costs of the proceeding.

12.15 Further Assurances

Each party agrees to execute and deliver to the other party such additional documents and instruments as the other party reasonably may request in order to fully carry out the purposes and intent of this Agreement.

12.16 No Personal Liability

(a) No member, official or employee of Successor Agency or the City shall be personally liable to Developer or any successor in interest in the event of any default or breach by Successor Agency or for any amount which may become due to Developer or successor or on any obligations under the terms of this Agreement.

(b) No officer, director, member, employee, agent or shareholder of Developer or Affordable Developer shall be personally liable for the performance of Developer's obligations under this Agreement, and neither Successor Agency nor any of its successors and assigns shall seek recourse for enforcement or satisfaction of this Agreement against any general or limited partner, officer, director, member, employee, agent or shareholder of Developer or Affordable Developer. No personal judgment shall be sought or obtained against any of the foregoing in connection with this Agreement. Neither Developer, Affordable Developer nor any of the foregoing parties shall in any circumstance be liable for any consequential damages of any kind or nature.

12.17 Effective Date

The effective date of this Agreement (the "**Effective Date**") and the parties' rights and obligations hereunder shall be the date on which the Plan Amendment becomes effective. Successor Agency shall insert such date into the appropriate locations in this Agreement, but the failure to do so shall not in any way affect the enforceability of this Agreement.

ARTICLE 13 - REFERENCES AND DEFINITIONS

Terms are defined in this Article 13 or have the meanings given them when first defined.

2008 Option Agreement is defined in Recital G.

Additional Purchase Payment is defined in Section 1.01(b).

Affordable Air Rights Parcel is defined in Recital W.

Affordable Developer is defined in Preamble.

Affordable Housing Fee means the \$46,749,928.46 to be paid by Developer to the Successor Agency upon the satisfaction of certain conditions specified in the Parcel F development agreement approved by City Ordinance No. 0042-21, to fund the Successor Agency's obligation to fulfill the Transbay Affordable Housing Obligation.

Affordable Housing Units means income-restricted units in the Tower Mixed-Income Rental Project and the Mid-Rise Affordable Project and is defined in Recital U.

Agreement means this Disposition and Development Agreement.

Amenities mean those things described in items I.A.1.d, I.A.2.f and g, I.B.4 and I.B.5 in Attachment 4 (Scope of Development).

AMI is defined in Section 9.04(b)(i).

Air Rights Lease is defined in Recital X and the form is attached at Attachment 12.

Amount that otherwise would have been due is defined in Section 9.03(b)(ii)9.03(a)9.03(a)(ii) and Section 9.03(b)(iii).

Approved Title Conditions is defined in Section 2.04(a) and specified in Attachment 8, Approved Title Conditions.

Associated Documents is defined in Section 8.04.

Block 4 is defined in Recital M.

Block 4 Option Agreement is defined in Recital R.

BMR means below market rate and is defined in Recital S.

Board of Supervisors means the Board of Supervisors of the City and County of San Francisco and is defined in Recital B.

Bona Fide Institutional Lender means any one or more of, a bank, savings and loan association or savings bank, commercial bank, pension fund, real estate investment trust, investment bank, insurance company, trust company, equity fund, commercial credit corporation, pension plan, pension fund or pension advisory firm or governmental agency, in each case, who customarily makes loans of the type contemplated for the construction of the Improvements and/or permanent financing for the Project and who have in place standard construction disbursement and monitoring systems reasonably satisfactory to Successor Agency.

Budget is defined in Section 2.08(a).

Buyer's Inclusionary Obligation is defined in Recital S.

CDLAC means the California Debt Limit Allocation Committee and is defined in Section 9.05(d).

Caltrans is the California Department of Transportation and is defined in Recital G.

Caltrans Power of Termination is defined in Recital M.

CBD means the Greater Rincon Hill Community Benefit District authorized by the Board of Supervisors on July 31, 2015 by Resolution No. 299-15 and is defined in Section 9.03(a).

CFCO means DBI's Final Certificate of Occupancy for the Improvements and is defined in Section 4.13(a).

CFD means the City and County of San Francisco Transbay Center District Plan Mello-Roos Community Facilities District No. 2014-1 and is defined in Section 9.03(b)(i).

Certificate of Completion is defined in Section 4.13.

Change in the Improvements is defined in Section 5.07.

City means the City and County of San Francisco and is defined in Recital E.

CityBuild means the Office of Economic and Workforce Development – CityBuild and is defined in Section 10.03(a)(i).

Close of Escrow means the consummation of the sale of property contemplated herein in accordance with escrow instructions provided by Developer and Successor Agency and is defined in Section 2.03(a).

Commencement of Substantial Construction is defined in Section 4.08(b).

Commercial Subdivision is defined in Section 9.09(b).

Commercial Subdivision Owner is defined in Section 9.09(b).

Commercial Units have the meaning set out in Recital U.

Commercially Reasonable Terms is defined in Section 8.08(c).

Commission means the Successor Agency Commission, commonly known as the Commission on Community Investment and Infrastructure, the legislative body of the Successor Agency and is defined in Recital H.

Community Commercial Space is defined in Section 9.09(a).

Community Serving Commercial Use is defined in Section 9.09(a) and the MOHCD Commercial Space Underwriting Guidelines Attachment 27.

Completion of Construction means the date on which Successor Agency issues the Certificate of Completion and is defined in Section 4.13(c).

Construction Commencement Date is defined in Section 4.08(a).

Construction Contract is defined in Section 2.08(f).

Cooperative Agreement is defined in Recital G.

COP means Certificate of Preference and is defined in Section 9.04(f)(i).

COP Enhanced Outreach Strategies is defined in 9.04(f)(ii) and Attachment 26.

Core Benefits is defined in Section 10.01.

DBI means the City's Department of Building Inspection and is defined in Section 4.08(b).

DCDG is defined in Recital C.

Declaration of Affordability Restrictions is defined in Section 9.04(a), and collectively or individually, as applicable, references the Declaration of Affordability Restrictions (Tower) in the form attached as Attachment 19A and the Declaration of Affordability Restrictions (Mid-Rise) in the form attached as Attachment 19B.

Declaration of Restrictions for Community Commercial Space is defined in Section 9.09(c).

Declaration of Site Restrictions is defined in Section 2.04(f) and substantially in the form of Attachment 11.

Delay Fees is defined in Section 9.12.

Delayed Party is defined in Section 8.08(a)(i).

Delay of Construction CBD Fee is defined in Section 9.03(a)(ii).

Delay of Construction CFD Fee is defined in Section 9.03(b)(iii).

Delay of Construction Tax Increment Fee is defined in Section 4.11(a).

Developer means F4 Transbay Partners LLC, a Delaware limited liability company.

Developers means both Developer and Affordable Developer.

Developer Affiliate is defined in Section 6.02(a).

Developer Conditions are defined in Section 2.07(a).

Developer's Quitclaim Deed is defined in Section 8.03(a)(ii).

Development Controls is defined in Recital C.

Development Controls Amendment is defined in Recital T.

Development Program is attached as Attachment 5 and defined in Recital W.

District Management Plan is defined in Section 9.03(a)(ii).

DOC (or Determination of Completeness) is defined in Section 4.13(a).

DOF means the State of California Department of Finance and is defined in Recital I.

DRDAP means the Design Review and Document Approvals as defined in Section 4.03(c) and set forth in Attachment 15.

DRE means the California Department of Real Estate and is defined in Section 9.11(a).

Effective Date is defined in Section 12.17.

Environmental Law is defined in Section 3.02(c).

Equal Opportunity Program is defined in Article 10 and set forth in Attachment 17.

Escrow is defined in Section 2.02.

Estimated Tax is defined in Section 4.11(b).

Estimation Process is defined in Section 4.11(b).

Event of Default is defined in Section 8.01 (with respect to Developer) and Section 8.02 (with respect to Affordable Developer).

Evidence of Financing and Project Commitments is defined in Section 2.08.

Exterior is defined in Section 5.07.

Financing Commitment is defined in Section 2.08(d).

Financing Plan is defined in Section 2.08(b).

First Extended Closing Date is defined in Section 8.08(b)(i).

Force Majeure is defined in Section 8.08(a)(i).

Former Agency means the Redevelopment Agency of the City and County of San Francisco and is defined in Recital A.

Good Faith Deposit is defined in Section 1.02.

Grant Deed is defined in Section 2.04(e), the form of which is shown in Attachment 10.

Hazardous Substance is defined in Section 3.02(c).

Hazardous Materials Indemnified Party(ies) is defined in Section 3.02(a).

HCAP means the Health Care Accountability Policy as defined in Section 10.02(a) and set forth in Attachment 17.

HCD is defined in Section 9.09(b).

Implementation Agreement means the Transbay Redevelopment Project Implementation Agreement as further defined in Recital G.

Improvements are generally described in Recital U and more particularly defined by Attachment 4, Scope of Development.

Inclusionary Manual means the MOHCD Inclusionary Affordable Housing Program Monitoring and Procedures Manual, as amended from time to time (or, if in the future the Inclusionary Manual is no longer published, an equivalent policy document).

Indemnified Parties is defined in Section 11.01.

LEED is defined in Recital W.

MCP means Minimum Compensation Policy as defined in Section 10.02(a) and set forth in Attachment 17.

Mentoring Program is defined in Section 10.05(a).

Mercy is the Affordable Developer.

Mid-Rise Affordable Project is generally described in Recital U and more particularly defined in Attachment 4, Scope of Development.

MMRP is defined in Section 9.02.

MOHCD means the Mayor's Office of Housing and Community Development and is defined in Recital X.

Mortgage is defined in Section Error! Reference source not found..

Mortgagee is defined in Section Error! Reference source not found..

Net Tax Increment is defined in Recital J.

Neutral Expert is defined in Section 4.11(b)(ii).

Official Records means the Office of the Recorder of the City and County of San Francisco and is defined in Recital B.

Outside Date for Close of Escrow is defined in Section 2.03(b) and specified in Attachment 7, Schedule of Performance.

Parcel F is defined in Recital P.

Parcel F PSA is defined in Recital P.

Parties means the Successor Agency, the Developer, and the Affordable Developer.

Party Experts is defined in Section 4.11(b)(ii).

PCBs is defined in Section 3.02(c).

Permanent Subdivision of the Site is defined in Recital W.

Permit to Enter is defined in Section 2.06(b).

PIA means public improvement agreement and is defined in Recital Y.

Plan Amendment is defined in Recital T.

Pledge Agreement is defined in Recital E.

PMP means the Successor Agency's Long-Range Property Management Plan and is defined in Recital BB.

Policies means the MCP and HCAP and is defined in Section 10.02(a).

Project is defined in Section 4.13(c).

Project Approval Documents are defined in Attachment 15, DRDAP.

Project Area is defined in Recital A and means the Transbay Redevelopment Project Area.

Project Area Declaration of Restrictions is defined in Recital D.

Project Open Space means all portions of open space provided within the Tower Project or the Mid-Rise Affordable Project.

Public Benefit Use is defined in Section 9.09(a) and the MOHCD Commercial Space Underwriting Guidelines Attachment 27.

Public Open Space is defined in Attachment 4, Scope of Development Section I.D.

Purchase Price is defined in Section 1.01(a).

Qualified Replacement Development Manager is defined in Section 6.02(b)(i).

Reciprocal Easement Agreement or **REA** is defined in Section 9.11(b).

Redevelopment Dissolution Law means AB 26 and AB 1414, as amended from time to time, and is defined in Recital H.

Redevelopment Plan is defined in Recital B.

Redevelopment Requirements are defined in Section 4.04.

Regulatory Agency is defined in Section 4.11.

Release is defined in Section 3.01(d).

Residential Condominium Unit means an individual residential condominium unit or townhouse created within the Tower Market-Rate Condominium Project.

RMA means the CFD Rate and Method of Apportionment as defined in Section 9.03(b)(i) and set forth in Attachment 22.

Schedule of Important Project Dates is attached as Attachment 6. Whenever used in this Agreement, “Schedule of Important Project Dates” shall mean the date(s) specified in the Schedule of Important Project Dates attached hereto as of the Effective Date *plus* any applicable extensions provided in accordance with the provisions of this Agreement (per Section 12.02).

Schedule of Performance is attached as Attachment 7. Whenever used in this Agreement, ‘Schedule of Performance’ shall mean the date(s) specified in the Schedule of Performance attached hereto as of the Effective Date *plus* any applicable extensions provided in accordance with the provisions of this Agreement (per Section 12.02).

Schematic Design Documents is defined in Section 2.07(a)(vi)

Scope of Development is defined in Recital U and attached as Attachment 4.

Shared Parking Garage has the meaning set out in Recital U

Site is defined in Recital M.

Site Legal Description is attached as Attachment 2.

State means the State of California and is defined in Recital E.

Streetscape Improvements are defined in the Scope of Development.

Streetscape Plan means the Transbay Redevelopment Project Area Streetscape and Open Space Concept Plan.

Successor Agency means the Successor Agency to the Redevelopment Agency of the City and County of San Francisco, a public body organized and existing under the laws of the State of California.

Successor Agency Approval is defined in Section 6.02(a).

Successor Agency Conditions are defined in Section 2.07(b).

Successor Agency Costs is defined in Section 12.01.

Successor Agency Loan is defined in Section 9.05(b).

Successor Agency Power of Termination is defined in Section 8.03(a)(ii).

TIFIA is defined in Recital J.

TIFIA Loan is defined in Recital J.

TJPA means the Transbay Joint Powers Authority and is defined in Recital E.

TJPA Bonds is defined in Recital J.

TJPA Bonds Final Maturity Date is defined in Section 5.09(c).

Tehama Parcel is defined in Recital M.

Tehama Street Public Improvements is defined in Section 9.06(a)

Temporary C of O is defined in Section 9.01.

Temporary Terminal is defined in Recital L.

Term is defined in Section 1.04.

Title Company is defined in Section 2.02.

Title Policy is defined in Section 2.04.

Tehama Street Public Improvements is defined in Section 9.06(a).

Tower Market-Rate Condominium Project is generally described in Recital U and more particularly defined in Attachment 4, Scope of Development.

Tower Mixed-Income Rental Project is generally described in Recital U and more particularly defined in Attachment 4, Scope of Development.

Tower Project means the Tower Market-Rate Condominium Project and the Tower Mixed-Income Rental Project.

Townhouses are defined in Attachment 4, Scope of Development.

Transbay Affordable Housing Obligation is defined in Recital F.

Transbay Final and Conclusive Determination is attached as Attachment 1.

Transfer is defined in Section 6.02(a).

Transfer Payment is defined in Section 9.10(a).

Transfer Payment Covenant and Notice is defined in Section 9.10(a).

Transit Center is defined in Recital L.

Warm Shell is defined in Attachment 27.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

Authorized by Successor Agency Resolution No. ____ -
2022, adopted _____, 2022.

AGENCY:

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY AND
COUNTY OF SAN FRANCISCO, a public body
organized and existing under the laws of the State of
California

By: _____
Thurston Kaslofsky
Executive Director

APPROVED AS TO FORM:

By: _____
James B. Morales
General Agency Counsel

MOHCD ACKNOWLEDGEMENT:

MAYOR'S OFFICE OF HOUSING AND
COMMUNITY DEVELOPMENT

By: _____
Eric Shaw
Director

DEVELOPER:

F4 TRANSBAY PARTNERS LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

AFFORDABLE DEVELOPER:

TRANSBAY BLOCK 4 HOUSING
PARTNERSHIP, L.P., a California
limited partnership

BY: _____
NAME: _____
ITS: _____



**Attachments to Exhibit A (DDA) to Resolution No. 22-2022
Meeting of June 21, 2022**

Attachment 1:	<u>Transbay Final and Conclusive Determination</u>
Attachment 2:	<u>Site Legal Description</u>
Attachment 3:	<u>Tehama Parcel Legal Description</u>
Attachment 4:	<u>Scope of Development</u>
Attachment 5:	<u>Development Component Diagram</u>
Attachment 6:	<u>Schedule of Important Project Dates</u>
Attachment 7:	<u>Schedule of Performance</u>
Attachment 8:	<u>Approved Title Conditions</u>
Attachment 9:	<u>Form of Owner's Affidavit</u>
Attachment 10:	<u>Form of Grant Deed</u>
Attachment 11:	<u>Form of Declaration of Site Restrictions</u>
Attachment 12:	<u>Form of Air Rights Lease</u>
Attachment 13:	<u>Permit to Enter</u>
Attachment 14:	<u>Form of Developer's Quitclaim Deed</u>
Attachment 15:	<u>Design Review and Document Approval Procedure</u>
Attachment 16:	<u>Form of Certificate of Completion</u>
Attachment 17:	<u>Successor Agency Equal Opportunity Program (EOP)</u>
Attachment 18:	<u>Insurance Requirements</u>
Attachment 19A:	<u>Form of Declaration of Affordable Restrictions TOWER</u>
Attachment 19B:	<u>Form of Declaration of Affordable Restrictions MID-RISE</u>
Attachment 20:	<u>Form of Declaration and Agreement Imposing Transfer Fee and Covenant Lien</u>
Attachment 20A:	<u>Form Notice of Transfer Payment Covenant</u>
Attachment 21:	<u>Mitigation Measures</u>
Attachment 22:	<u>Rate and Method of Apportionment</u>
Attachment 23:	<u>Tower Mixed Income Project Affordable Housing Unit Distribution</u>

Attachment 24:	<u>Comparability of Affordable Housing</u>
Attachment 25A-D:	<u>Marketing Obligations</u>
Attachment 25A:	<u>Marketing Obligations Early Outreach Plan</u>
Attachment 25-B:	<u>Marketing Obligations Marketing Plan Template Mid-Rise</u>
Attachment 25C:	<u>Marketing Obligations Marketing Plan - Tower BMRs</u>
Attachment 25D:	<u>Marketing Obligations Operational Rules for SF Housing Lotteries</u>
Attachment 26:	<u>COP Enhanced Outreach Strategies</u>
Attachment 27:	<u>MOHCD Commercial Underwriting Guidelines</u>
Attachment 28:	<u>Form of Declaration of Restrictions Community Commercial Space</u>
Attachment 29:	<u>Form of Declaration of Open Space Restrictions and Covenant to Maintain</u>



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 220858

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
Office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Kim Obstfeld	415-749-2447
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
CII Office of Community Investment & Infrast	kimberly.obstfeld@sfgov.org

5. CONTRACTOR	
NAME OF CONTRACTOR F4 Transbay Partners LLC, a Delaware limited liability	TELEPHONE NUMBER 415-982-6200
STREET ADDRESS (including City, State and Zip Code) c/o Hines, 101 California St, Suite 1000, SF 94111	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 220858
DESCRIPTION OF AMOUNT OF CONTRACT N/A (no payment to contractor)		
NATURE OF THE CONTRACT (Please describe) Disposition and Development Agreement and Air Rights Parcel for a mixed-use residential project at Transbay Block 4. F4 Transbay Partners LLC is an affiliate of Hines, Urban Pacific Development LLC and Goldman Sachs		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	(Urban Pacific) Kriozere	Michael	Other Principal Officer
2	(Urban Pacific) Collins	Chris	Other Principal Officer
3	(Hines) Hines	Jeffrey	CEO
4	(Hines) Hines-Pierce	Laura	CEO
5	(Hines) Johnson	Hastings	Other Principal Officer
6	(Hines) Montgomery	Keith	CFO
7	(Hines) Steinbach	David	Other Principal Officer
8	(Hines) Hughes	Christopher	Other Principal Officer
9	(Hines) Munk	Alfonso	Other Principal Officer
10	(Hines) Metzler	Douglas	Other Principal Officer
11	(Hines) Donovan	Doug	Other Principal Officer
12	(Hines) Heaton	Richard	Other Principal Officer
13	(Hines) Biernbaum	Stephanie	Other Principal Officer
14	(Hines) Hipkiss	Fiona	Other Principal Officer
15	(Hines) Clever	George	Other Principal Officer
16	(Hines) Paradis	Paul	Other Principal Officer
17	(Goldman) Solomon	David	Board of Directors
18	(Goldman) Burns	Michele	Board of Directors
19	(Goldman) Faust	Drew	Board of Directors

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
20	(Goldman) Flaherty	Mark	Board of Directors
21	(Goldman) Harris	Kimberley	Board of Directors
22	(Goldman) Kullman	Ellen	Board of Directors
23	(Goldman) Mittal	Lakshmi	Board of Directors
24	(Goldman) Ogunlesi	Adebayo	Board of Directors
25	(Goldman) Oppenheimer	Peter	Board of Directors
26	(Goldman) Tighe	Jan	Board of Directors
27	(Goldman) Uhl	Jessica	Board of Directors
28	(Goldman) Vinier	David	Board of Directors
29	(Goldman) Winkelman	Mark	Board of Directors
30	(Goldman) Rogers	John	Board of Directors
31	(Goldman) Solomon	David	CEO
32	(Goldman) Waldron	John	COO
33	(Goldman) Coleman	Denis	CFO
34	(Goldman) Rogers	John	Other Principal Officer
35	(Goldman) Leslie	Ericka	Other Principal Officer
36	(Goldman) Berlinski	Philip	Other Principal Officer
37	(Goldman) Lee	Brian	Other Principal Officer
38	(Goldman) Fredman	Sheara	Other Principal Officer

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
39	(Goldman) Ruemmler	Kathryn	Other Principal Officer
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☐ Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK

DATE SIGNED

BOS Clerk of the Board



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

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1. FILING INFORMATION

TYPE OF FILING

original

DATE OF ORIGINAL FILING (for amendment only)

AMENDMENT DESCRIPTION – Explain reason for amendment

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD

Board of Supervisors

NAME OF CITY ELECTIVE OFFICER

Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT

Angela Calvillo

TELEPHONE NUMBER

415-554-5184

FULL DEPARTMENT NAME

Office of the Clerk of the Board

EMAIL

Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT

Kim Obstfeld

DEPARTMENT CONTACT TELEPHONE NUMBER

415-749-2447

FULL DEPARTMENT NAME

CII Office of Community Investment & Infrast

DEPARTMENT CONTACT EMAIL

kimberly.obstfeld@sfgov.org

5. CONTRACTOR	
NAME OF CONTRACTOR Transbay Block 4 Housing Partnership, L.P.	TELEPHONE NUMBER 415-355-7100
STREET ADDRESS (including City, State and Zip Code) c/o Mercy Housing, 1256 Market Street, SF 94102	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 220858
DESCRIPTION OF AMOUNT OF CONTRACT N/A (no payment to contractor)		
NATURE OF THE CONTRACT (Please describe) Disposition and Development Agreement and Air Rights Parcel Lease for a mixed-use residential project at Transbay Block 4. Transbay Block 4 Housing Partnership, L.P. is an affiliate of Mercy Housing California.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Brandt	Julie	Board of Directors
2	Cox	Bradley	Board of Directors
3	Fernandez Smith	Kay	Board of Directors
4	Garcia	Christina	Board of Directors
5	Hayner	Jamarah	Board of Directors
6	Hughes	Phyllis	Board of Directors
7	Jamason	Ellen	Board of Directors
8	Lee	Christopher	Board of Directors
9	Levine	David	Board of Directors
10	Mersey	Ezra	Board of Directors
11	Pavao	William	Board of Directors
12	Rodriguez	Guillermo	Board of Directors
13	Ruggiero	Janet	Board of Directors
14	Saez	Miriam	Board of Directors
15	Soni	S. Monica	Board of Directors
16	Shoemaker	Doug	Other Principal Officer
17	Tuvilla	Alvin	Other Principal Officer
18	Gualco	Barbara	Other Principal Officer
19	Saab	Bruce	Other Principal Officer

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
20	Holder	Ed	Other Principal Officer
21	Villablanca	Erika	Other Principal Officer
22	Lew-Hailer	Lillian	COO
23	Clayton	Melissa	Other Principal Officer
24	Dare	Ramie	Other Principal Officer
25	Ciraulo	Rich	Other Principal Officer
26	Sprague	Rick	Other Principal Officer
27	Daues	Stephan	Other Principal Officer
28	Dunn	Tim	Other Principal Officer
29	Bayley	Amy	Other Principal Officer
30	Payne	Chad	Other Principal Officer
31	Rosenblum	Joe	Other Principal Officer
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9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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☐ Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK

DATE SIGNED

BOS Clerk of the Board