

140687

HAND DELIVERED

12/13/19

EXHIBIT A

Project Site Legal Description

EXHIBIT A

LEGAL DESCRIPTION

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

Lots 47 and 48 as said lots are shown on the map entitled "Parcel Map of a portion of Assessor's Block No. 3778, San Francisco, California", filed June 1, 1981, in Book 20 of Parcel Map, at Page 55, in the Office of the Recorder of the City and County of San Francisco, State of California.

Assessor's Lots 047 and 048, Block 3778

Reference: 23079519

Fidelity National Title Company
Order No.: 991-23079521-SL0

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, IN THE COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

COMMENCING at a point on the Northeasterly line of Morris Street (formerly Morris Avenue), distant thereon 146 feet 6 Inches Southeasterly from the Southeasterly line of Bryant Street; running thence Southeasterly along said Northeasterly line of Morris Street 66 feet; thence at a right angle Northeasterly 250 feet; thence at a right angle Northwesterly 60 feet; thence at a right angle Southwesterly 175 feet; thence at a right angle Northwesterly 6 feet; thence at a right angle Southwesterly 75 feet to the point of commencement.

BEING a portion of 100 Vara Lots Nos. 308 and 309.

PARCEL B:

An undivided 175/1100 interest in and to the following described property:

BEGINNING at a point on the Southwesterly line of 5th Street distant thereon 122 feet 5 inches Southeasterly from the Southeasterly line of Bryant Street; running thence Southwesterly parallel with the Southeasterly line of Bryant Street 550 feet; thence at a right angle Southeasterly 30 feet; thence at a right angle Northeasterly 512 feet 6 inches; thence at a right angle Northeasterly to a point on said Southwesterly line of 5th Street, distant thereon 174 feet 10 inches Southeasterly from the Southeasterly line of Bryant Street; thence Northwesterly along said line of 5th Street 52 feet 5 inches to the point of beginning.

BEING a portion of 100 Vara Block No. 385.

APN: Lot 002B Block 3778

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF BRANNAN STREET, DISTANT THEREON 526 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF 5TH STREET; RUNNING THENCE SOUTHWESTERLY ALONG THE SAID NORTHWESTERLY LINE OF BRANNAN STREET, 199.00 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 110.00 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 20.00 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 95.00 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 80.00 FEET TO THE NORTHEASTERLY LINE OF MORRIS STREET; THENCE AT A RIGHT ANGLE NORTHWESTERLY AND ALONG THE SAID NORTHEASTERLY LINE OF MORRIS STREET 132.50 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 137.87 FEET TO A LINE DRAWN PARALLEL WITH SAID SOUTHWESTERLY LINE OF 5TH STREET, THROUGH A POINT ON SAID NORTHWESTERLY LINE OF BRANNAN STREET, DISTANT THEREON 38.87 FEET NORTHEASTERLY FROM THE POINT OF BEGINNING; THENCE AT A RIGHT ANGLE SOUTHEASTERLY, ALONG LAST NAMED PARALLEL LINE, 243.50 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 38.87 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 94.00 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF 100 VARA BLOCK NO. 385.

PARCEL TWO:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF 6TH STREET AND THE NORTHWESTERLY LINE OF BRANNAN STREET; RUNNING THENCE NORTHEASTERLY AND ALONG SAID LINE OF BRANNAN STREET, 50 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 70 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 50 FEET TO THE NORTHEASTERLY LINE OF 6TH STREET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY, ALONG SAID LINE OF 6TH STREET, 70 FEET TO THE POINT OF BEGINNING.

BEING PART OF 100 VARA BLOCK NO. 385.

PARCEL THREE:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF 6TH STREET, DISTANT THEREON 70 FEET NORTHWESTERLY FROM THE NORTHWESTERLY LINE OF BRANNAN STREET; RUNNING THENCE NORTHWESTERLY ALONG SAID LINE OF 6TH STREET, 40 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 110 FEET TO THE NORTHWESTERLY LINE OF BRANNAN STREET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY, ALONG SAID LINE OF BRANNAN STREET, 50 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 70 FEET; AND THENCE AT A RIGHT ANGLE SOUTHWESTERLY 50 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF 100 VARA BLOCK NO. 385.

PARCEL FOUR:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF 6TH STREET, DISTANT THEREON 110 FEET NORTHWESTERLY FROM THE NORTHWESTERLY LINE OF BRANNAN STREET; RUNNING THENCE NORTHWESTERLY ALONG SAID LINE OF 6TH STREET, 71 FEET 6 INCHES; THENCE AT A RIGHT ANGLE NORTHEASTERLY 120 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 71 FEET, 6 INCHES; AND THENCE AT A RIGHT ANGLE SOUTHWESTERLY 120 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF 100 VARA BLOCK NO. 385.

APN: Lot 5, Block 3778

EXHIBIT A TO GRANT DEED

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

COMMENCING AT A POINT ON THE NORTHWESTERLY LINE OF BRANNAN STREET, DISTANT THEREON 275 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF FIFTH STREET; AND RUNNING THENCE SOUTHWESTERLY ALONG THE SAID NORTHWESTERLY LINE OF BRANNAN STREET, 251.00 FEET; THENCE AT A RIGHT ANGLE, NORTHWESTERLY 94.00 FEET; THENCE AT A RIGHT ANGLE, NORTHEASTERLY 38.87 FEET; THENCE AT A RIGHT ANGLE, NORTHWESTERLY 243.50 FEET; THENCE AT A RIGHT ANGLE, NORTHEASTERLY 112.13 FEET; THENCE AT A RIGHT ANGLE, SOUTHEASTERLY 62.50 FEET; THENCE AT A RIGHT ANGLE, NORTHEASTERLY 100.00 FEET; THENCE AT A RIGHT ANGLE, SOUTHEASTERLY 275.00 FEET TO THE POINT OF COMMENCEMENT.

BEING A PORTION OF 100 VARA BLOCK NO. 385.

Assessor's Parcel No. : Lot 4, Block 3778

PARCEL TWO:

Parcel A:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF FIFTH STREET, DISTANT THEREON 174 FEET AND 10 INCHES SOUTHEASTERLY FROM THE POINT FORMED BY THE INTERSECTION OF THE SOUTHWESTERLY LINE OF FIFTH STREET WITH THE SOUTHEASTERLY LINE OF BRYANT STREET; RUNNING THENCE SOUTHEASTERLY ALONG THE SAID SOUTHWESTERLY LINE, 100 FEET AND 2 INCHES; THENCE AT A RIGHT ANGLE, SOUTHWESTERLY 375 FEET; THENCE AT A RIGHT ANGLE, NORTHWESTERLY 122 FEET AND 7 INCHES; THENCE AT A RIGHT ANGLE, NORTHEASTERLY 337 FEET AND 6 INCHES TO A POINT 37 FEET AND 6 INCHES SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF FIFTH STREET; RUNNING THENCE IN A NORTHEASTERLY DIRECTION, 43 FEET AND 6 INCHES, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF FIFTH STREET, AT A POINT DISTANT 174 FEET AND 10 INCHES SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF BRYANT STREET, WHICH IS THE POINT OF BEGINNING.

Parcel B:

AN UNDIVIDED 375/1100THS INTEREST IN AND TO THE FOLLOWING DESCRIBED PROPERTY, TO WIT:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF FIFTH STREET, DISTANT THEREON 122 FEET AND 5 INCHES SOUTHEASTERLY FROM THE POINT FORMED BY THE INTERSECTION OF THE SOUTHWESTERLY LINE OF FIFTH STREET WITH THE SOUTHEASTERLY LINE OF BRYANT STREET; RUNNING THENCE SOUTHWESTERLY, PARALLEL WITH THE SOUTHEASTERLY LINE OF BRYANT STREET, 550 FEET; THENCE AT A RIGHT ANGLE, SOUTHEASTERLY 30 FEET; THENCE AT A RIGHT ANGLE, NORTHEASTERLY 512 FEET AND 6 INCHES; THENCE NORTHEASTERLY TO A POINT ON SAID SOUTHWESTERLY LINE OF FIFTH STREET, DISTANT THEREON 174 FEET AND 10 INCHES SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF BRYANT STREET; THENCE NORTHWESTERLY ALONG SAID LINE OF FIFTH STREET, 52 FEET AND 5 INCHES TO THE POINT OF BEGINNING.

BEING A PORTION OF 100 VARA LOTS NUMBERS 307 AND 308.

Parcel C: INTENTIONALLY DELETED

Assessor's Parcel No. : Lot 18, Block 3778

EXHIBIT B.1

Project Description

San Francisco Flower Mart Project

PROJECT DESCRIPTION

PARCEL	BLOCK 3778 LOT 1B, 2B, 4, 5, 47, 48
LOT AREA	286,368 SF 6.57 acres
EXISTING USES	Wholesale Flower Market + Surface Parking
	Lot 47 (Vacant) 27,088 sf
PROPOSED USE	Wholesale Flower Market, Retail, Office, & Underground Garage Parking
USE DISTRICT	CMUO / MUR
SPECIAL USE DISTRICTS	Central SOMA
HEIGHT / BULK	27D-CS / 160-CS
OCCUPANCIES	A-2 Restaurant + Bar, A-3 Terraces, A-5 Bioscience, B Office, M Market + Retail
CONSTRUCTION TYPE	Type 1A, Fully sprinklered All new construction

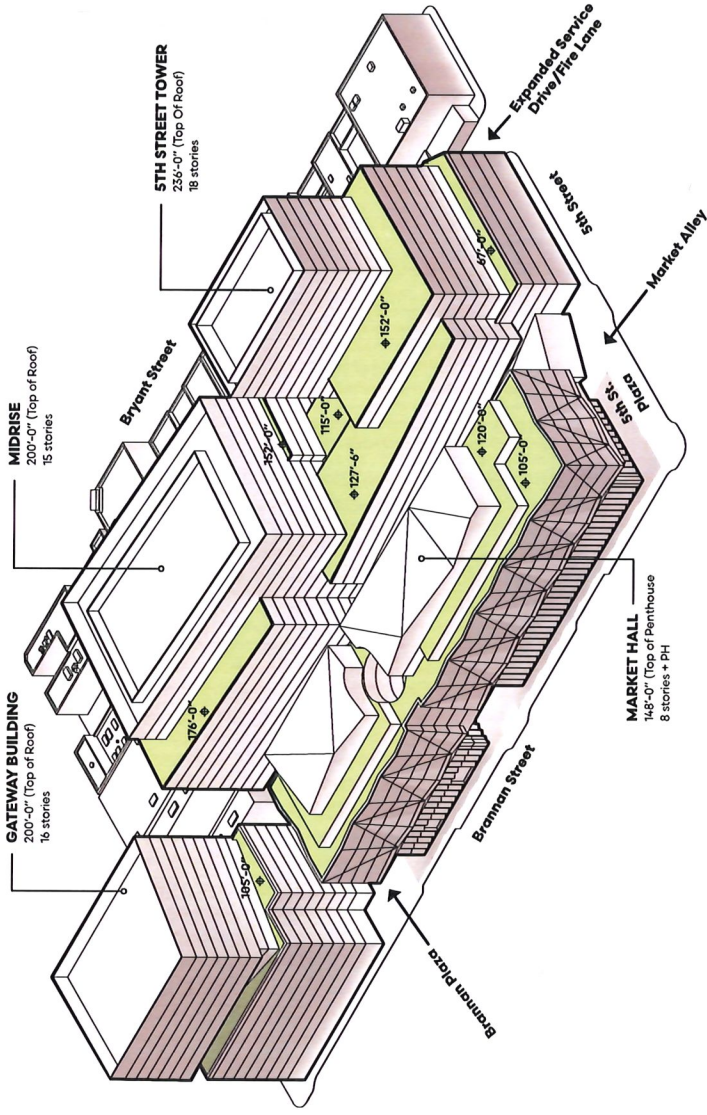
The project site is located in San Francisco's South of Market (SoMa) District on Assessor's Block 3778, which is bounded by Fifth Street to the north, Brannan Street to the east, Sixth Street to the south, and Bryant Street to the west, and within the recently adopted Central SoMa Special Use District.

The San Francisco Flower Mart Project ("Project") would include the demolition of all the existing buildings on the project site, including the Existing Wholesale Flower Market, the surface parking lot, and additional vacant buildings. The Project

would include three new buildings (the Market Hall Building, the Blocks Building, and the Gateway Building) containing 2,032,165 gross square feet of office space, 83,460 gross square feet of retail space (including 10,000 rentable square feet of flower retail space), and a new wholesale flower market consisting of 115,000 rentable square feet of flower vendor space plus adjacent at-grade and below-grade loading areas ("New Wholesale Flower Market"). The Market Hall Building would front Brannan Street and be approximately 148 feet tall. The Blocks Building would be north of the Market Hall Building and range from approximately 200 to

236 feet in height. The Gateway Building would rise to 200 feet on the corner of Sixth and Brannan streets.

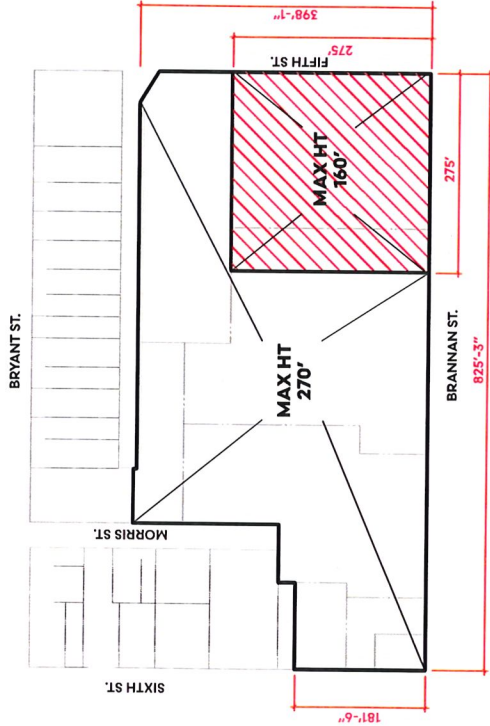
The Project would also include 145,000 square feet of public and private open space. Of this, 31,450 square feet of POPOS is to be provided at street level, including 8,125 square feet under the Market Hall Building's cantilevered ends. An additional 5,200 square feet will be provided off site. The remaining open space would include 36,000 square feet of living roof and multiple tenant terraces.





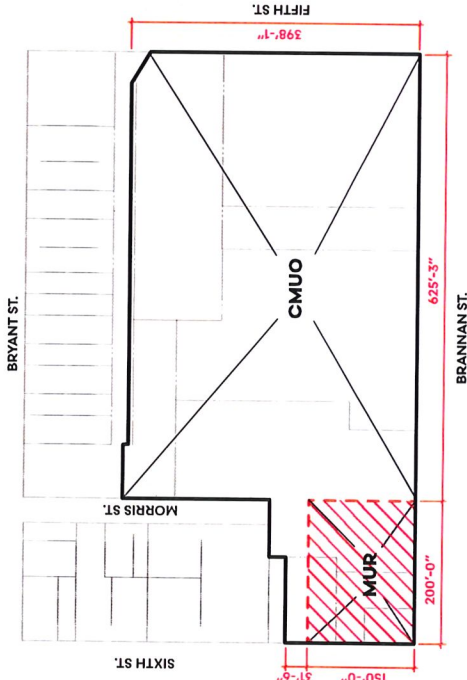
Planning Code Summary

HEIGHT DISTRICT OVERLAY



ZONING OVERLAY

Mixed Use Residential (MUR) + Central Soma Mixed Use Office (CMUO)



VEHICLE PARKING

Per Zoning Code

Planning Code Table 151.1
Planning Code Table 152.1
Planning Code Table 155.2
Exception Requested Under Central SoMa Key Sites 329(e)(3)(B) for Wholesale Flower Market Parking

Off-street parking would be provided in the basement and would include a total of 784 parking spaces. The wholesale flower market would have exclusive use of 141 car parking spaces and primary use of up to 50 tall van parking spaces. Retail is permitted 56 car spaces. Office would have use of up to 563 car parking or van spaces. Fifteen spaces would be reserved for car share.

Off-street loading would include an at-grade loading dock for four large trucks adjacent to the new wholesale flower market plus 24 below-grade truck spaces and two semi-truck spaces. Twenty-three of the below-grade medium truck spaces would be reserved for the new wholesale flower market during peak wholesale hours and shared by office and retail vehicles during off-peak hours. The remaining three below-grade truck spaces would be reserved for office and retail use. The new wholesale flower market would also have access to up to 100 of the office and retail parking spaces before 8 AM every day.

1. Permitted Parking

Program	gfa	ofa	Spaces
Retail	83,459	49,035	1:1500 gfa
Office	2,032,165	1,970,075	1:3500 ofa
Subtotal			619

2. Wholesale Flower Market

Exception Requested Under Central SoMa Key Sites 329(e)(3)(B)			
Non-Retail Sales & Services	113,036	111,869	150
Total Spaces Permitted by Program			769

3. Car Share

769	1:50	15
Subtotal		15

Total Auto Parking Spaces Provided* 784*

4. Off-Street Loading Spaces Required

Program	gsf	ofa	Loading Spaces
Retail	83,459	49,035	2
Office	2,032,165	1,970,075	19
Wholesale FM	113,036	111,869	2
Total			23

5. Off-Street Loading Spaces Provided

At-grade	Wholesale FM	12' x 73'	4
B-02	Wholesale FM	12' x 36'	13*
Basement	(shared with other uses)	12' x 40'	10*
Office	Office	12' x 40'	1
Office	Office	12' x 56'	2
Total			30

*PARKING NOTES

WFM & Office Car Parking
Parking spaces include 59 tall van spaces 18'-0" x 8'-4". See B2 level basement parking plan for location and distribution
WFM, Office and Retail Freight Loading
Provided for prioritized use by wholesale flower market tenants and customers. Office and retail tenants are to have access to these loading spaces when not in use by the wholesale flower market.

BICYCLE PARKING Required

6. Class 1

Office	1,970,075 ofa	1:5000 ofa	394
Retail	26,710 ofa	1:7500 ofa	4
Eating	22,325 ofa	1:7500 ofa	3
Non-Retail Sales	111,869 ofa	1:12,000 ofa	9
Subtotal			410

7. Class 2

Office	1,970,075 ofa	2 + 1:50,000 over 5,000	41
Retail	26,710 ofa	1:2,500 ofa	11
Eating	22,325 ofa	1:750 ofa	30
Non-Retail Sales	111,869 ofa	4 if > 50,000 sf	4
Subtotal			86

8. Showers & Lockers

Per TDM Active-3	Qty.		
Showers	1:30 Class 1 Spaces	14	
Lockers	6:30 Class 1 Spaces	84	

Planning Code Summary

PRIVATELY OWNED PUBLIC OPEN SPACE

Exceptions Requested under Central SoMa Key Sites 329(e)(3)(B)(vii) Privately Owned Public Open Space 138(d)(2)

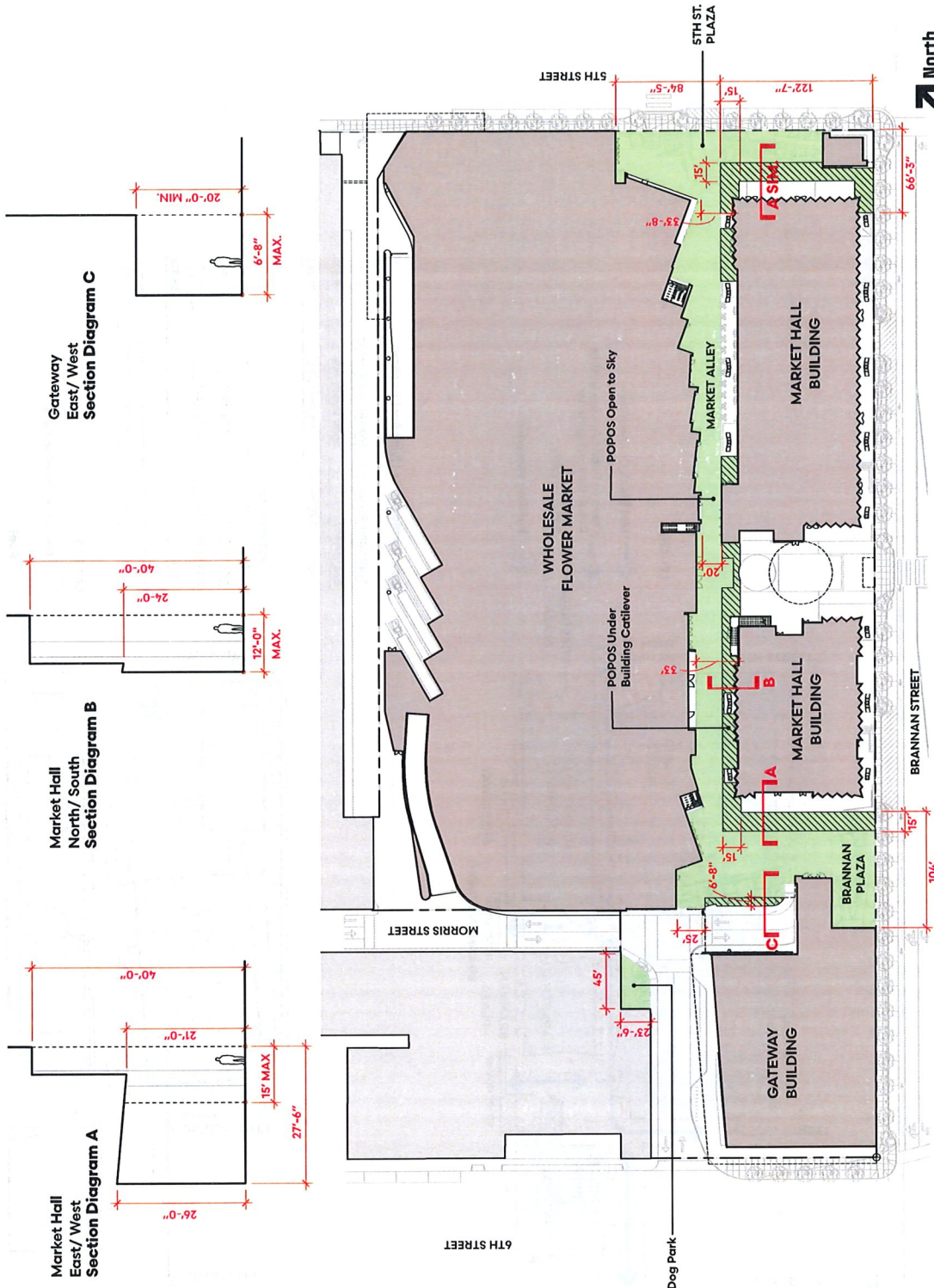
Planning Code Sections 138 requires that POPOS be open to the sky, allowing up to 10% of the required open space to be included under a building overhang. This project requests an exception as provided under Section 329(e)(3)(B)(vii) to allow up to 20% of the required POPOS space under the cantilevered ends of the Market Hall Building and the Gateway Building. These spaces have dynamic clear heights varying between 20' - 40'. An additional 5,193 sf of public amenity space will be provided offsite.

POPOS Required for Office Program Only		sf
Office	2,032,165 gsf @ 150	40,643
Total		40,643

POPOS Proposed		sf
Open to Sky	27,325 sf @ 100%	27,325
Under Cantilever with 20' - 40'-0" clr. (Up to 10% Allowed)	8,125 sf @ 100%	8,125
Offsite Public Amenity	5,193 sf @ 100%	5,193
Total		40,643

LEGEND

- POPOS Open to Sky
- Building Footprint
- Context Buildings
- POPOS Under Cantilever



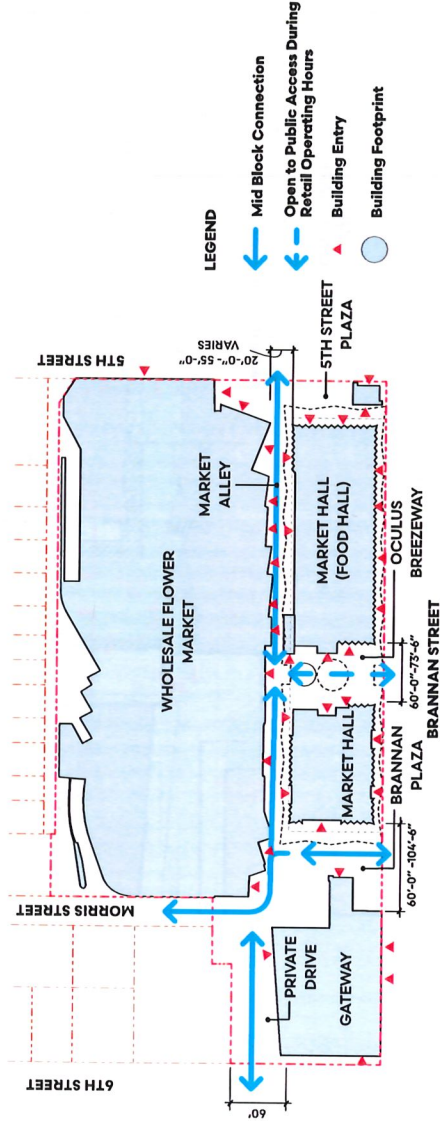
Planning Code Diagrams

MID BLOCK PASSAGE AND PEDESTRIAN ENTRIES

Complies

Planning Code Section 270.2(e)(4)

Planning Code Section 270.2 currently requires 20'-0" wide minimum midblock connections in WMUO and SALI districts. The Market Alley is a midblock passage that varies between 20'-0" and 55'-0" in width. The Market Alley will begin at 5th Street and connect to 6th Street through the new private drive extension. Brannan Plaza will connect Morris Street to Brannan Street, completing the existing through block passage. The new sidewalk directly adjacent to the site on the east side of Morris Street will be 5.5'. The sidewalks along the private drive extending the Market Alley and connecting Morris Street to 6th Street will be a minimum of 6'-0" wide. An additional connection through the Market Hall breezeway will connect Brannan Street to the Market Alley during the retail and Market Hall Food Hall operating hours.



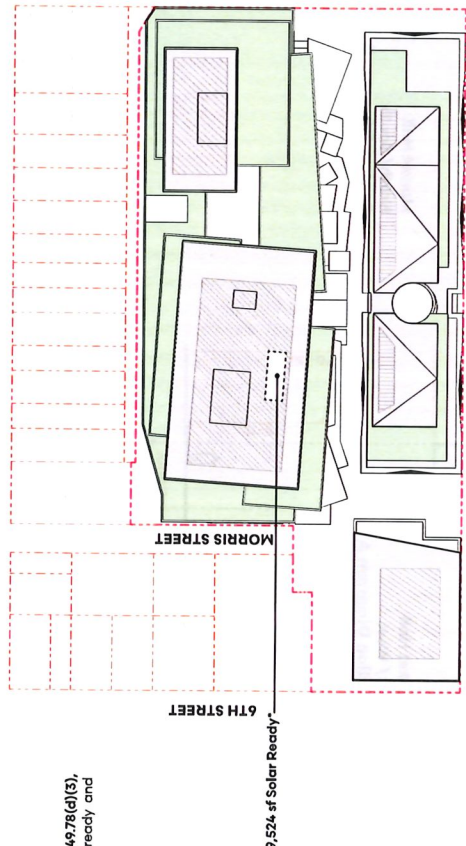
CENTRAL SOMA SUD ROOFS

COMPLIES

Planning Code Section 149

Planning Code Section 249.78(d)(3)

Under Planning Code Sections 149 and Section 249.78(d)(3), the Market Hall Building is required to provide PV ready and living roof.



Solar Ready and/or Living Roof Required

	sf
Applicable Roof Area	Market Hall Building 63,495
Section 149	Solar Ready 15% 9,524
Section 249.78(d)(3)	Living Roof 50% 31,748

Project Proposal

	sf
Market Hall	Living Roof 4,336
Blocks Building	Living Roof 32,579
Total	36,915

Blocks Building

Blocks Building	Solar Ready Roof*	9,524
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LEGEND

- Terrace with Living Roof
- Roof
- Mechanical Equipment
- Solar Ready Roof

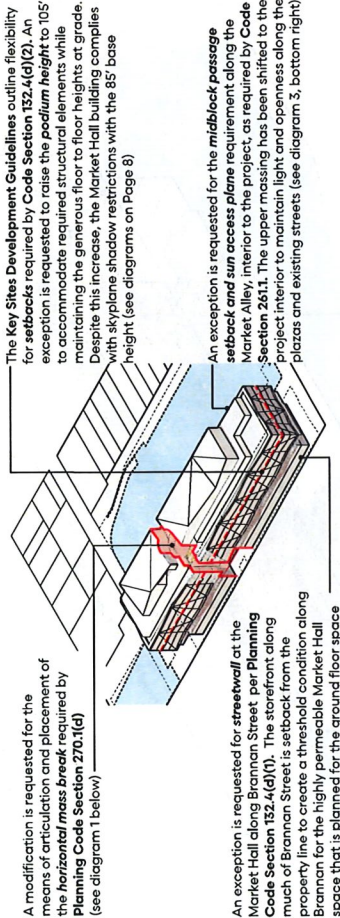
* Precise Location To Be Determined

Bulk Diagrams

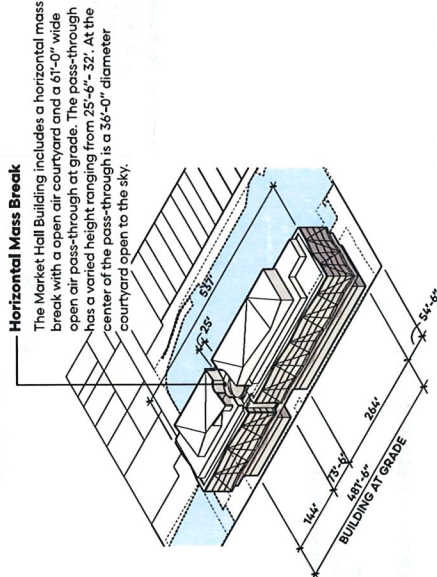
MARKET HALL BULK LIMITS AND SETBACKS

Exceptions Requested under
Central SoMa Key Sites 329(e)(3)(B)
Streetwall 132.4(d)(1)
Setbacks 132.4(d)(2)
Midblock Passage Setbacks 261.1(d)(4)

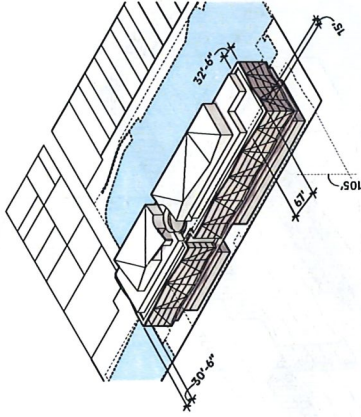
Modification Requested under
270.1(d)
Horizontal Mass Break 270.1(d)



1. View from Northeast
Horizontal Mass Reduction
per Code Section 270.1



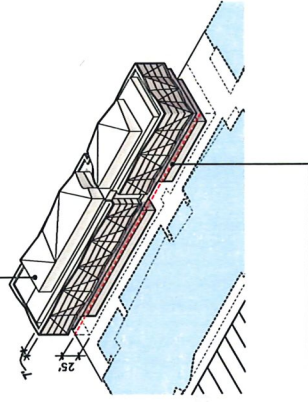
2. View from Northeast
Podium Setbacks at 5th Street, Brannan Street, and Brannan Plaza
per Code Section 132.4



3. View from Southwest
Podium Setbacks along Market Alley per Code Section 132.4
Midblock Passage Setbacks per Code Section 261.1(d)(4)

Podium Setback

Upper Levels 8 and Penthouse are dynamically shaped to reduce mass impact. Though the upper plates have a shallow setback along the Market Alley, they are located so that they would not be visible from grade.



Midblock Passage Setback

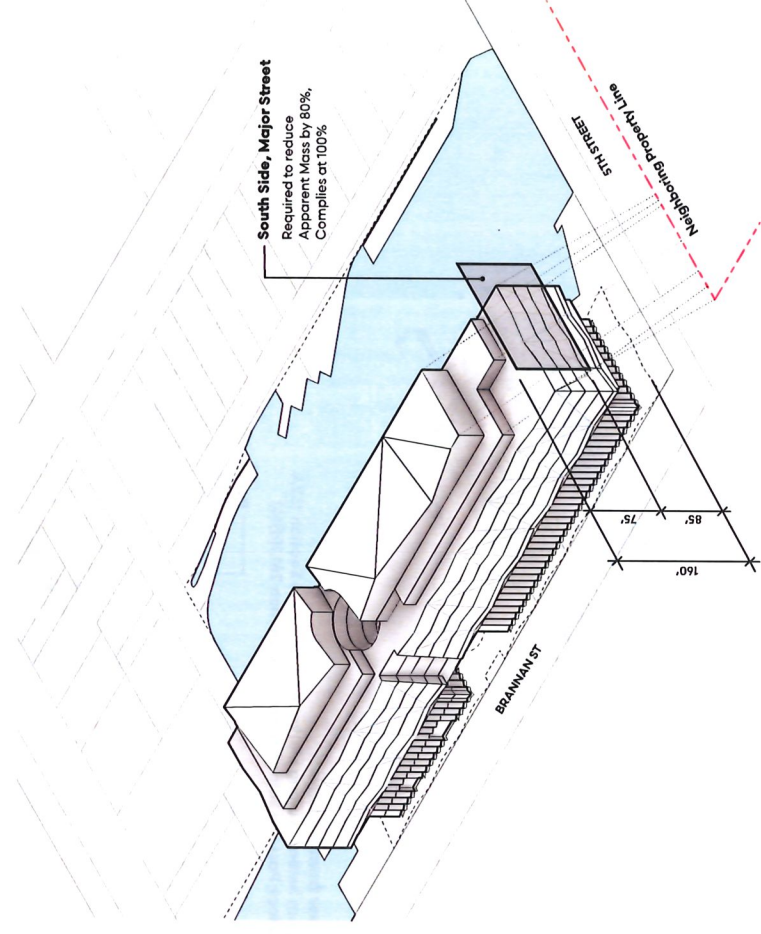
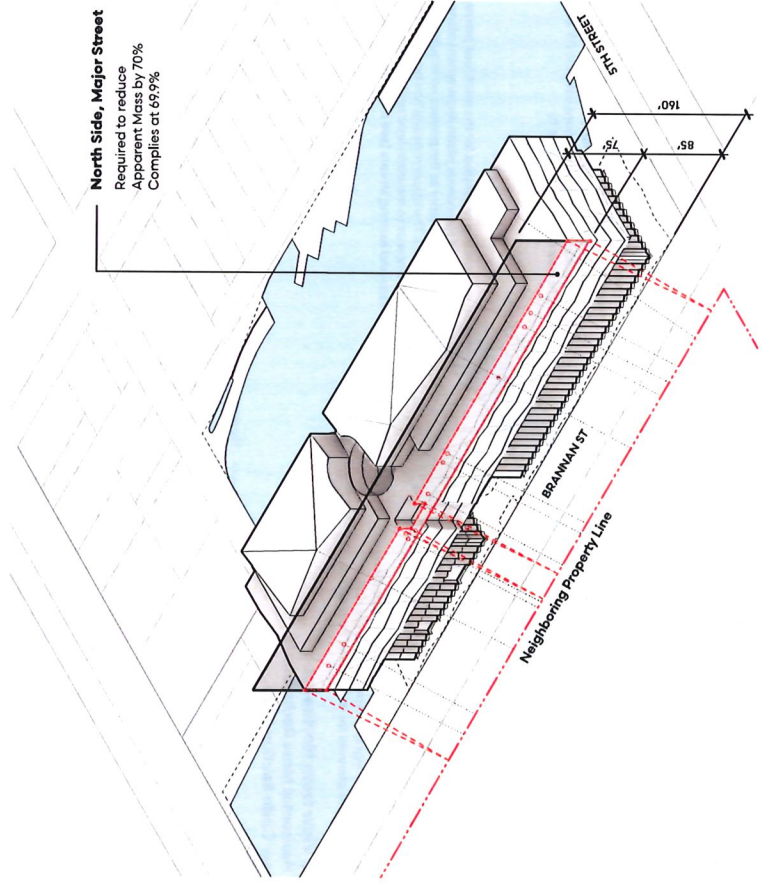
The building mass has been pushed interior to the block to maintain openness along Brannan and 5th Streets and their associated plazas. An exception is requested for the midblock passage setback requirement along the Market Alley.

Bulk Diagrams

MARKET HALL APPARENT MASS REDUCTION

View from Northeast
Skyplane at Brannan Street
Complies with Code Section 270(h)

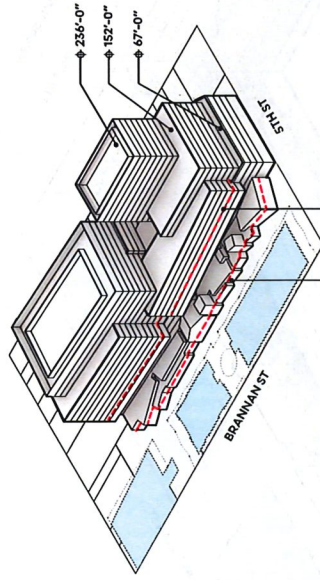
View from Northeast
Skyplane at 5th Street
Complies with Code Section 270(h)



Bulk Diagrams

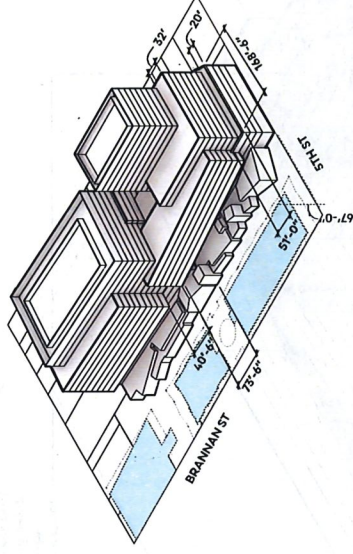
BLOCKS BUILDING BULK LIMITS AND SETBACKS

Exceptions Requested under
Central SoMa Key Sites 329(e)(3)(B)
Setbacks
132.4
Midblock Passage Setback 261.1(d)(4)

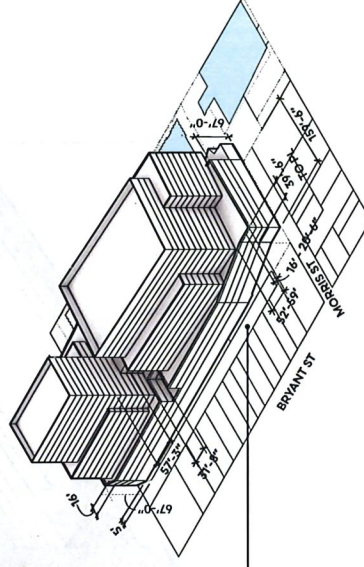


The Blocks Building has an expressed retail podium with a 20'-6" to 43'-0" height, exceeding 25' midblock passage setback height prescribed by Planning Code Section 261.1(d)(4). Additionally, the upper building projects above the lower retail podium so that the 85' upper podium setback per Planning Code section 132.4 does not continue along the Market Alley.

1. View from Northeast
Podium Setbacks along 5th Street
Complies with Code Section 132.4



2. View from Southwest
Podium Setbacks along existing Service Drive
Complies with Code Section 132.4



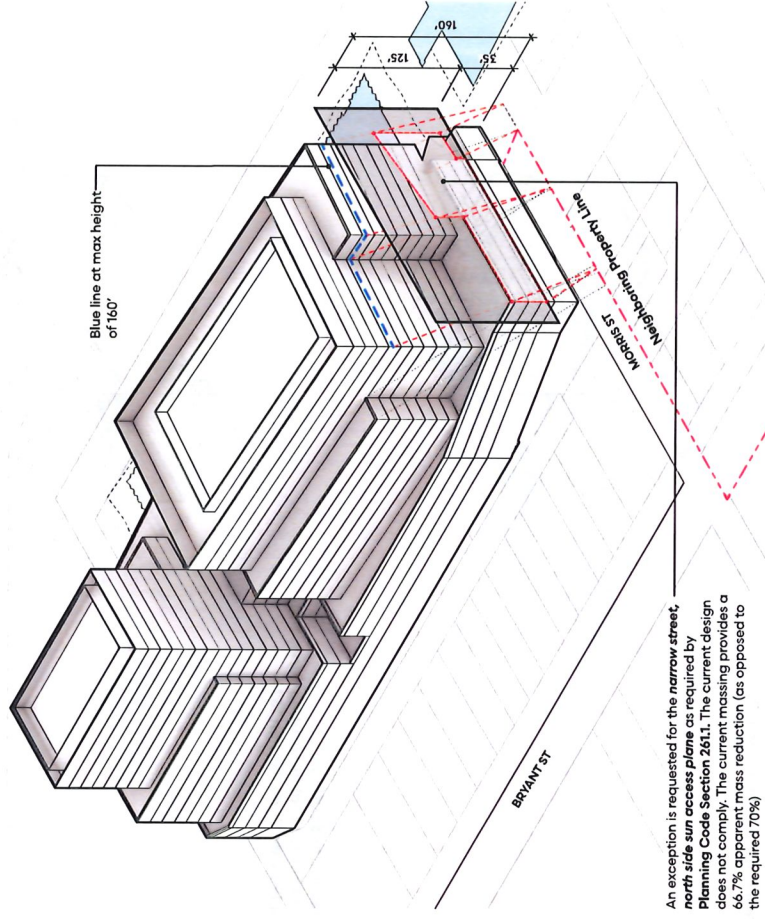
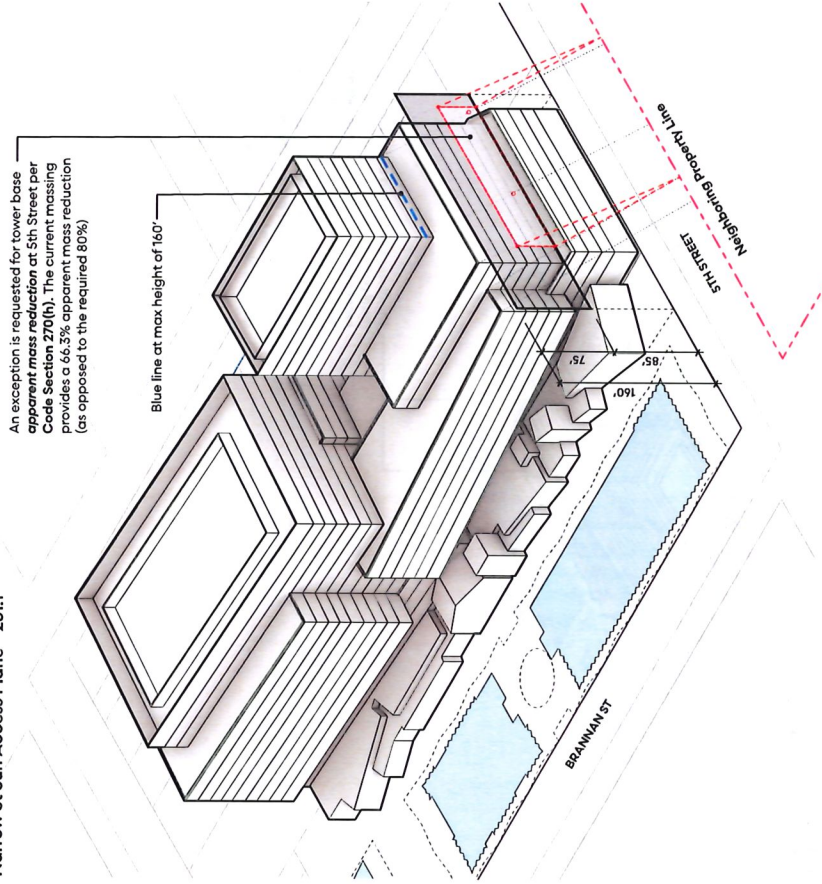
Existing Service Drive

Shared lot internal to block. Existing drive is widened from 30' to 35'. The entire building is setback a minimum of 5' from the property line at service drive. Upper buildings are stepped back further to mitigate wind and further reduce shadow impact.

Bulk Diagrams

BLOCKS BUILDING APPARENT MASS REDUCTION

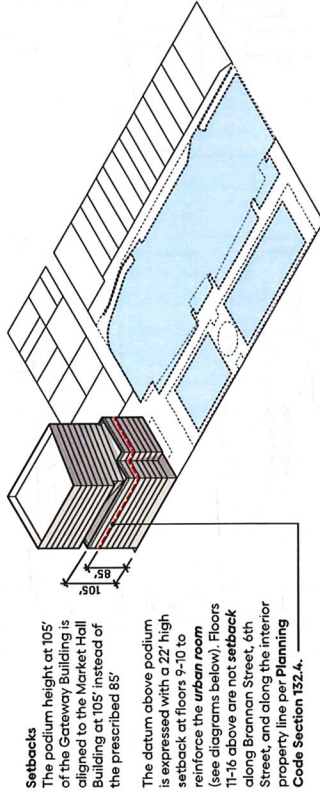
Exception Requested under
Central SoMa Key Sites 329(e)(3)(B)
Narrow St Sun Access Plane 261.1



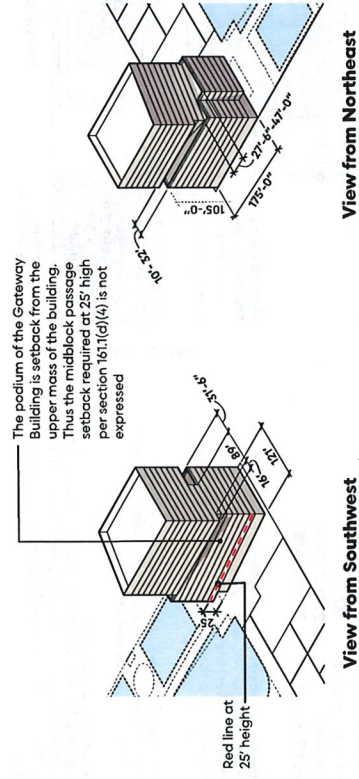
Planning Code Diagrams

GATEWAY BUILDING PLANNING DIAGRAMS

Exceptions Requested under Central SoMa Key Sites 329(e)(3)(B)
Podium Setbacks 132.4
Apparent Mass Reduction 270(h)
Midblock Passage Setback 261(d)(4)



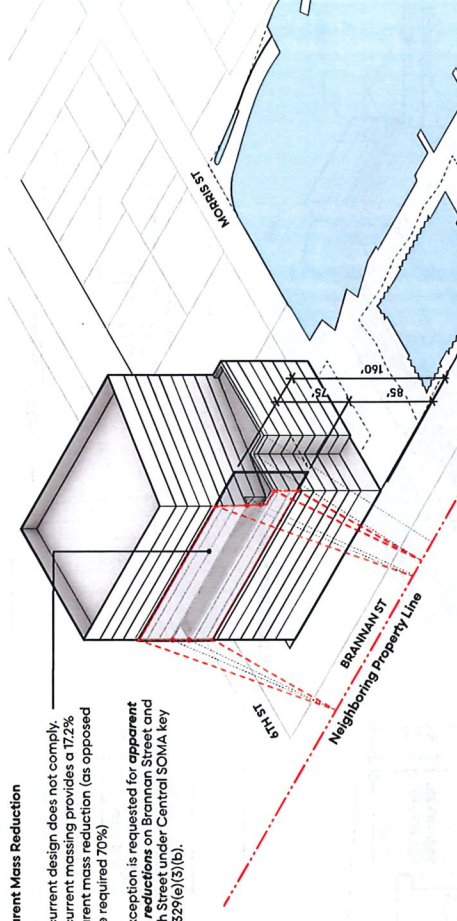
Podium Setbacks per Code Section 132.4



Apparent Mass Reduction

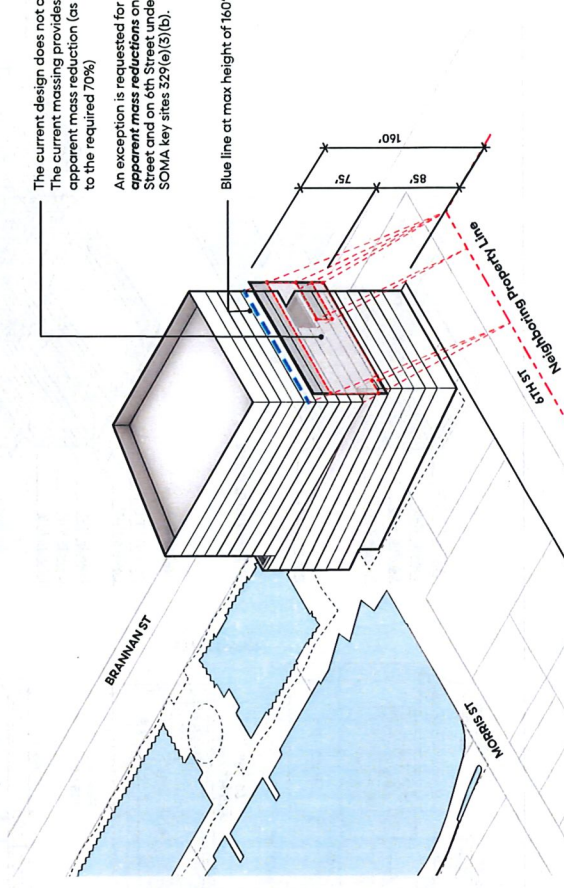
The current design does not comply. The current massing provides a 17.2% apparent mass reduction (as opposed to the required 70%)

An exception is requested for **apparent mass reductions** on Brannan Street and on 6th Street under Central SOMA key sites 329(e)(3)(b).



The current design does not comply. The current massing provides a 31.4% apparent mass reduction (as opposed to the required 70%)

An exception is requested for **apparent mass reductions** on Brannan Street and on 6th Street under Central SOMA key sites 329(e)(3)(b).

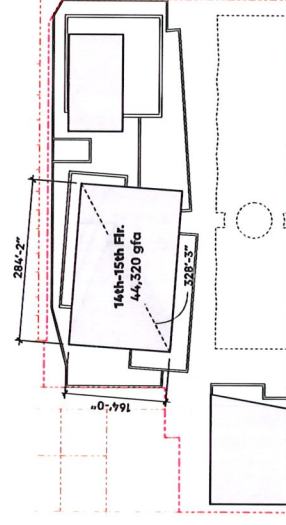
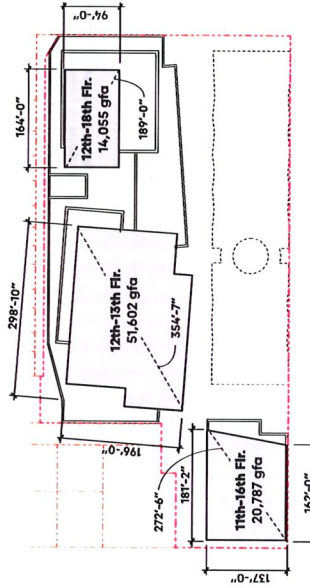


TOWER PLATES AND TOWER SEPARATION

Tower Separation	132.4
Tower Plates	270(h)(3)(A)
Tower Plan Dims	270(h)(3)(B)

The Key Sites Development Guidelines outline potential flexibility for tower separation per Code Section 132.4 and tower bulk per Code Section 270(3)

Site plan of the 9th Floor showing building footprint, setbacks, and dimensions. The plan includes a large building footprint labeled "9th Flr. 101,030 gfa" and a smaller building footprint labeled "9th-10th Flr. 17,899 gfa". Dimensions are provided for setbacks and building size: 59'-10" (left setback), 212'-9" (bottom setback), 627'-4" (diagonal dimension), 137'-0" (top setback), 137'-0" (bottom setback), 196'-0" (right setback), and 200'-10" (total width). A circular feature is shown in the upper right area.



Project Summary

GROSS SQUARE FOOTAGE (GSF)	EXISTING USES	EXISTING USES TO BE RETAINED	NET REQ.	NET NEW PROVIDED	PROJECT TOTALS
ABOVE GRADE					
Wholesale Flower Market (warehouse)	141,992	113,036		0	113,036
Wholesale Flower Market (retail)	4,900 (restaurant)	4,900		5,100	10,000
Wholesale Flower Market (loading)	0	0		20,000	20,000
TOTAL FLOWER MART GSF	146,892	117,936		25,100	143,036
Residential	0	0		0	0
Retail	0	0		73,459	73,459
Office	0	0		2,032,165	2,032,165
Lot 47 Vacant	27,088	0		0	0
Other Industrial / PDR	18,461	0		0	0
TOTAL ABOVE GRADE GSF	45,549	0		2,105,624	2,105,624
AUXILIARY USES BELOW GRADE					
Wholesale Flower Market Parking	50,000	50,000		28,779	78,779
Wholesale Flower Market Trucks				48,780	48,780
Wholesale Flower Market Mech/Service				4,700	4,700
Other Parking	41,745	41,745		247,883	289,628
Cores + Other Uses				123,621	123,621
TOTAL BELOW GRADE GSF	91,745	91,745		453,763	545,508
PROJECT FEATURES					
Dwelling Units	0	0		0	0
Hotel Rooms	0	0		0	0
Wholesale Flower Market Car Parking Spaces	144	144		6	150
Wholesale Flower Market Truck Parking Below Grade	0	0		23	23
Other Uses Freight Loading Below Grade	0	0		3	3
Other Parking Spaces	105	105	619	514	619
Class 1 Bike Parking Spaces	0	0	410	410	410
Class 2 Bike Parking Spaces	0	0	86	86	86
Disabled Parking Spaces	10	10	31	21	31
Car Share Spaces	0	0	15	15	15
At-Grade Loading Spaces	0	0		4	4
Number of Buildings	12			3	3
Height of Buildings	115.9' to 294'			85'-105' podium, 160'-200' midrise, 236' tower	85'-105' podium, 160'-200' midrise, 236' tower
Number of Stories	1 + Mezzanine			up to 18	up to 18

Cumulative Retail Gross Floor Area

Basement Retail										
B-02				Retail	Quality Restaurant	Restaurant	Café			SF
				8,020						8,020
		Total		8,020	0	0	0			8,020
Market Hall Retail										
Ground Floor				Retail	Quality Restaurant	Restaurant	Café			SF
				4,860	8,478		20,511			33,849
2nd Floor				12,162		6,488				18,650
Market Hall Penthouse					8,404					8,404
		Total		17,022	16,882	6,488	20,511			60,903
Blocks Retail										
Ground Floor				Retail	Quality Restaurant	Restaurant	Café			SF
				5,411		1,967	665			8,043
		Total		5,411	0	1,967	665			8,043
Gateway Retail										
Ground Floor				Retail	Quality Restaurant	Restaurant	Café			SF
				6,493						6,493
		Total		6,493	0	0	0			6,493
Total Project Retail GFA				36,946	16,882	8,455	21,176			83,459



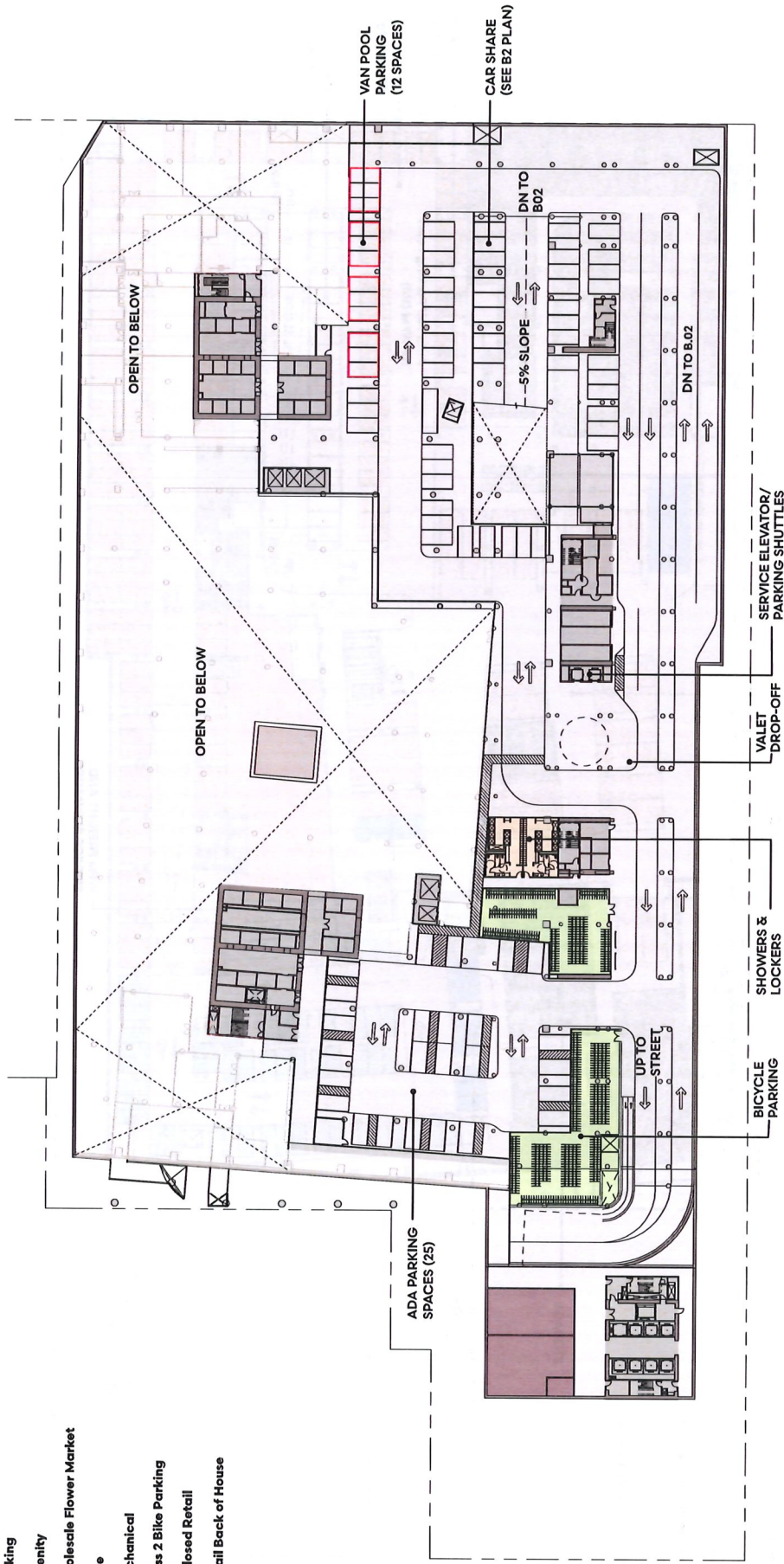
B2 BASEMENT PARKING

1" = 60'-0"

KILROY

LEGEND

- Parking
- Amenity
- Wholesale Flower Market
- Core
- Mechanical
- Class 2 Bike Parking
- Enclosed Retail
- Retail Back of House



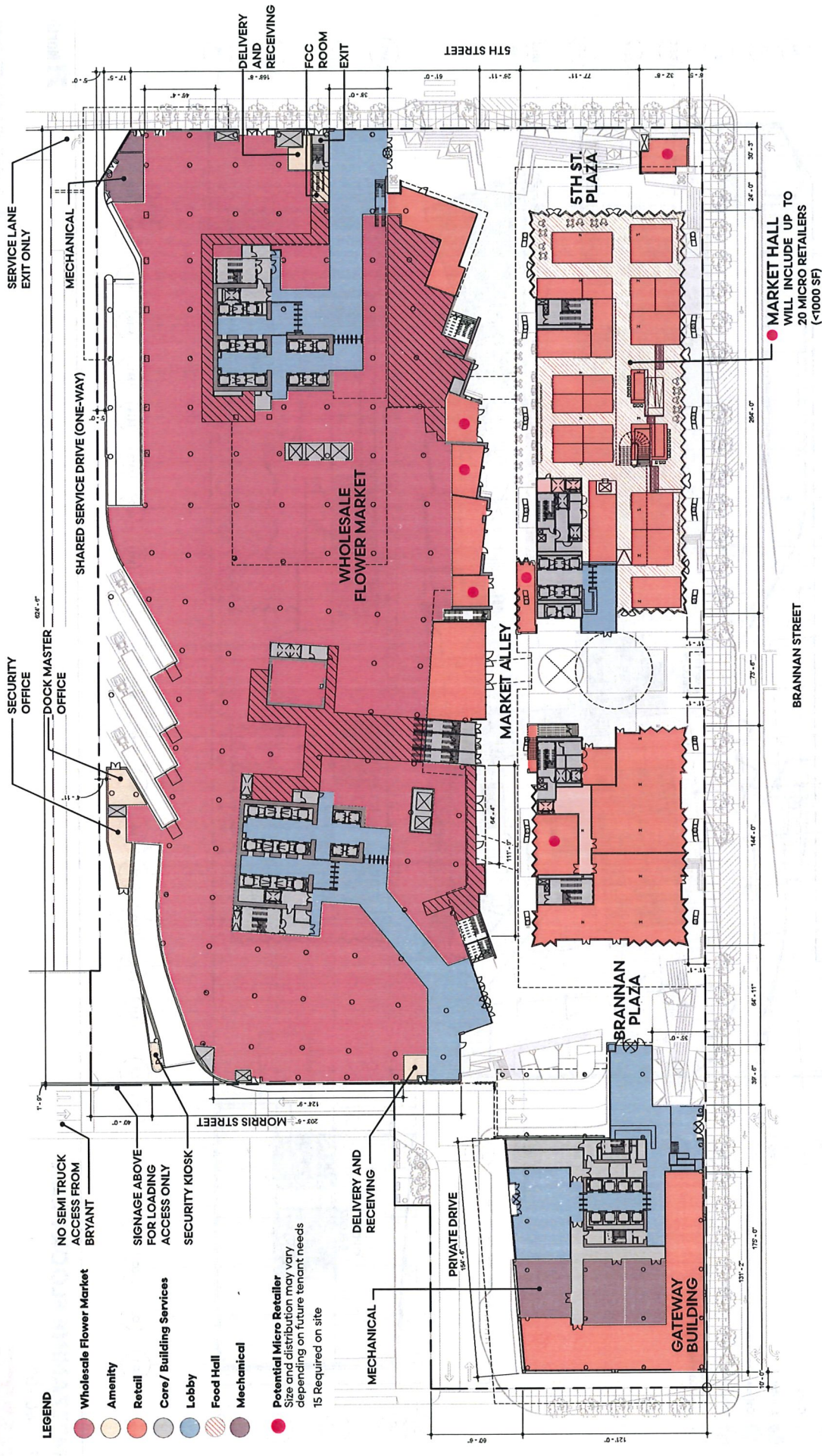
B1 BASEMENT PARKING

1" = 60'-0"

KILROY



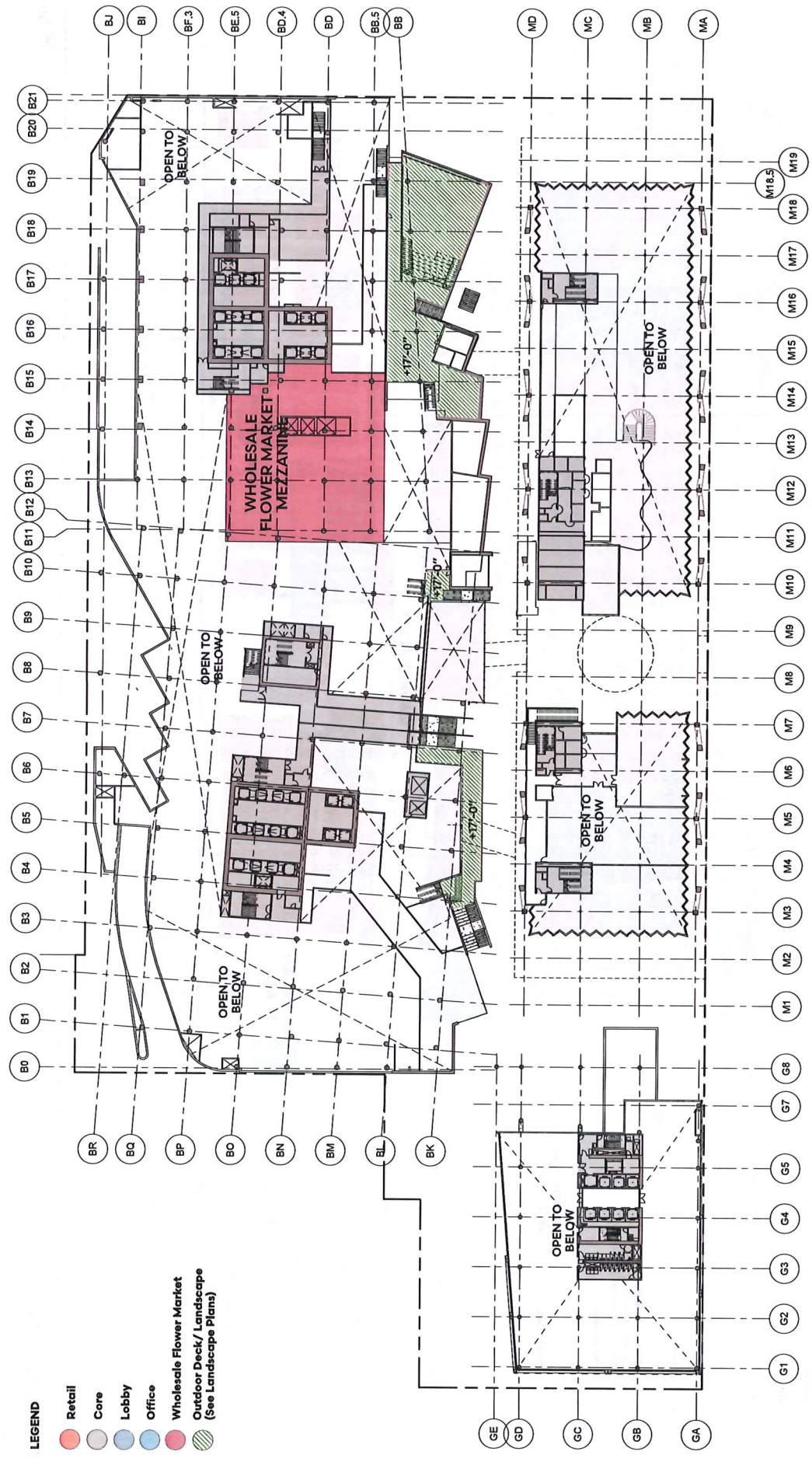
North



GROUND FLOOR PLAN
1" = 60'-0"

KILROY





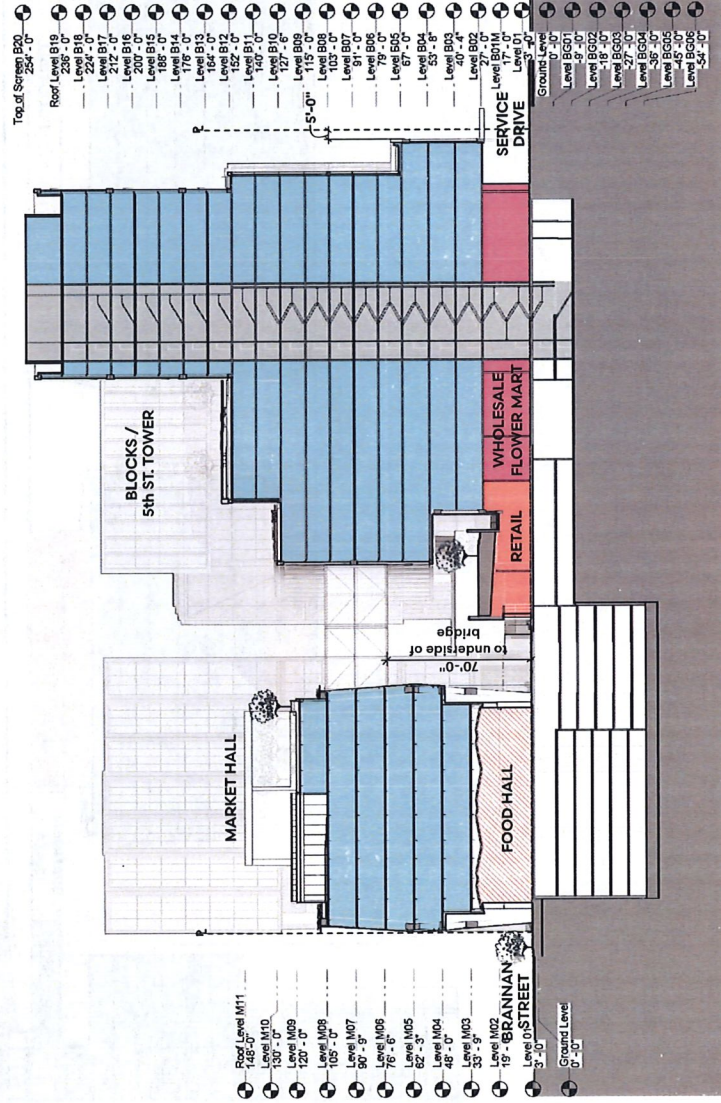
MEZZANINE FLOOR PLAN

1" = 60'-0"

KILROY

LEGEND

- Office
- Retail
- Core
- Lobby
- Wholesale Flower Market
- Food Hall



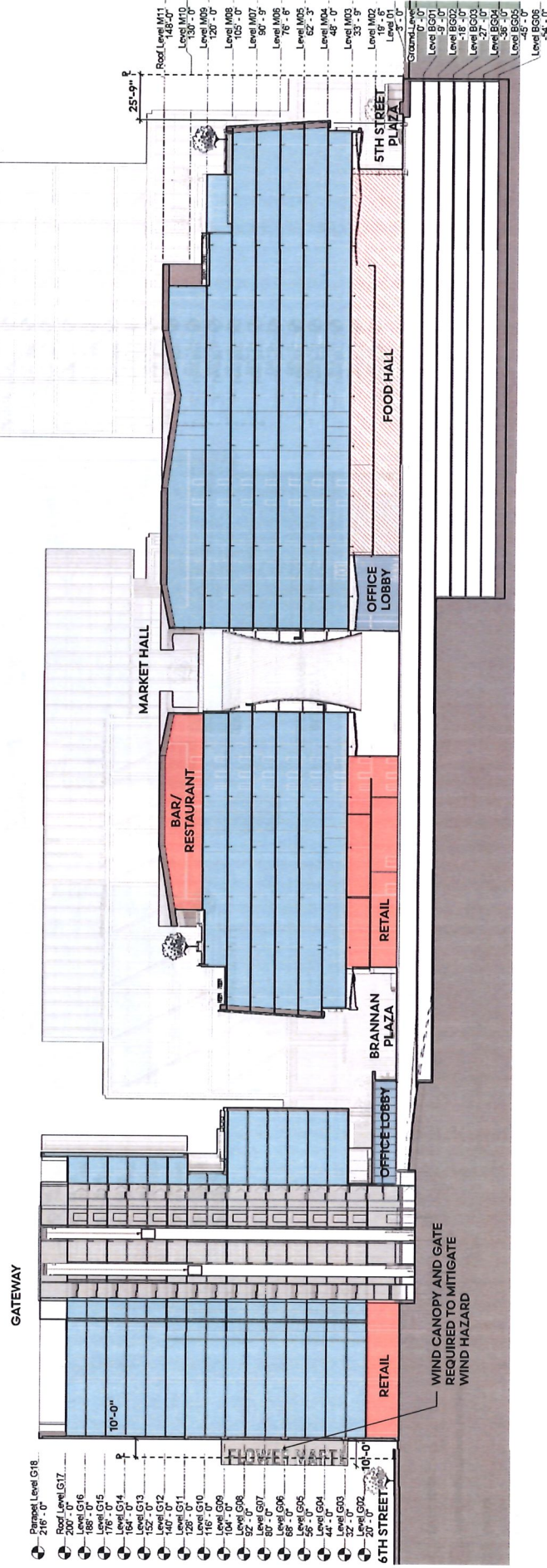
NORTH-SOUTH SECTION

1" = 60'-0"

KILROY

LEGEND

- Office
- Retail
- Core
- Lobby
- Wholesale Flower Market
- Food Hall



EAST-WEST SECTION THROUGH MARKET HALL AND GATEWAY

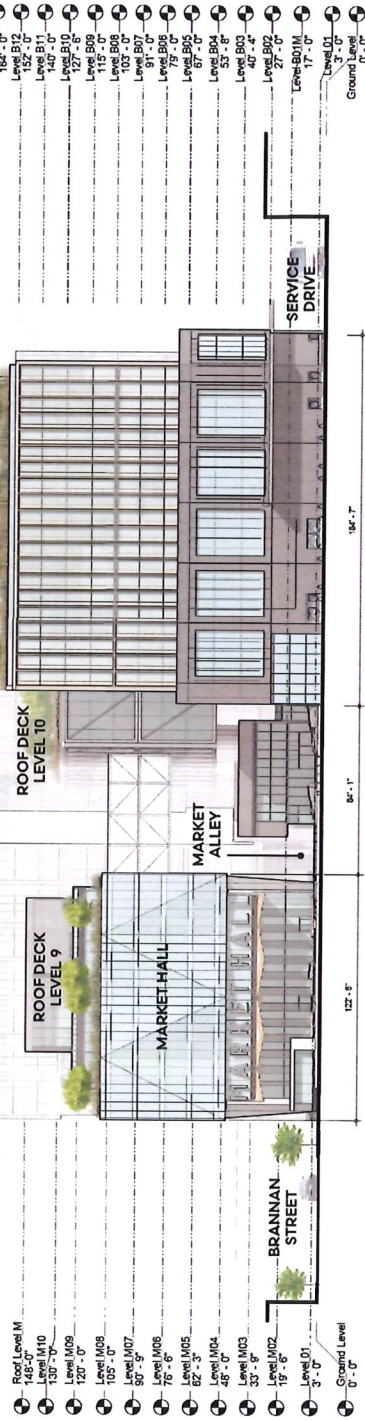
1" = 60'-0"

KILROY

1" = 60'-0"

5TH STREET
TOWER

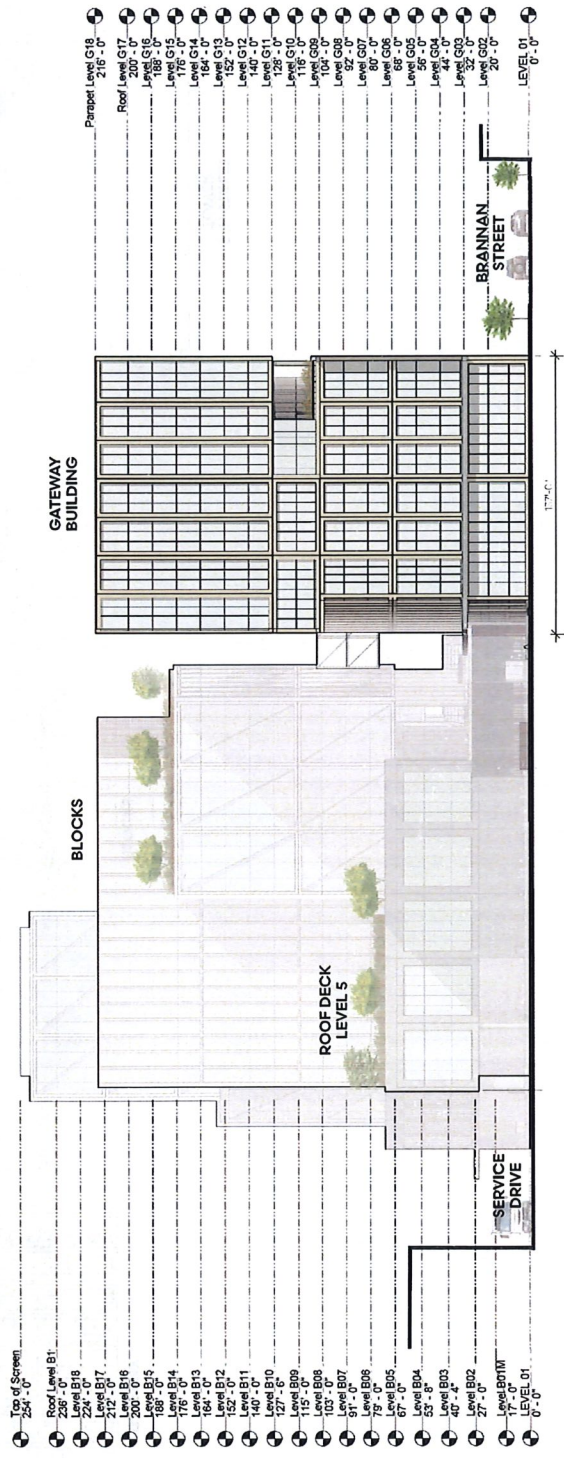
GATEWAY



EAST ELEVATION AT 5TH STREET

1" = 60'-0"

KILROY



WEST ELEVATION AT 6TH STREET

1" = 40'-0"

KILROY

5TH STREET
TOWER

GATEWAY

- Proposed Level G18
- Level G17
- Level G16
- Level G15
- Level G14
- Level G13
- Level G12
- Level G11
- Level G10
- Level G09
- Level G08
- Level G07
- Level G06
- Level G05
- Level G04
- Level G03
- Level G02
- 6TH STREET

BLOCKS

GARDEN LEVEL 9

GARDEN LEVEL 9

MARKET HALL

OCULUS

BRANNAN PLAZA

5TH STREET PLAZA

Level M11

Level M10

Level M09

Level M08

Level M07

Level M06

Level M05

Level M04

Level M03

Level M02

Level M01

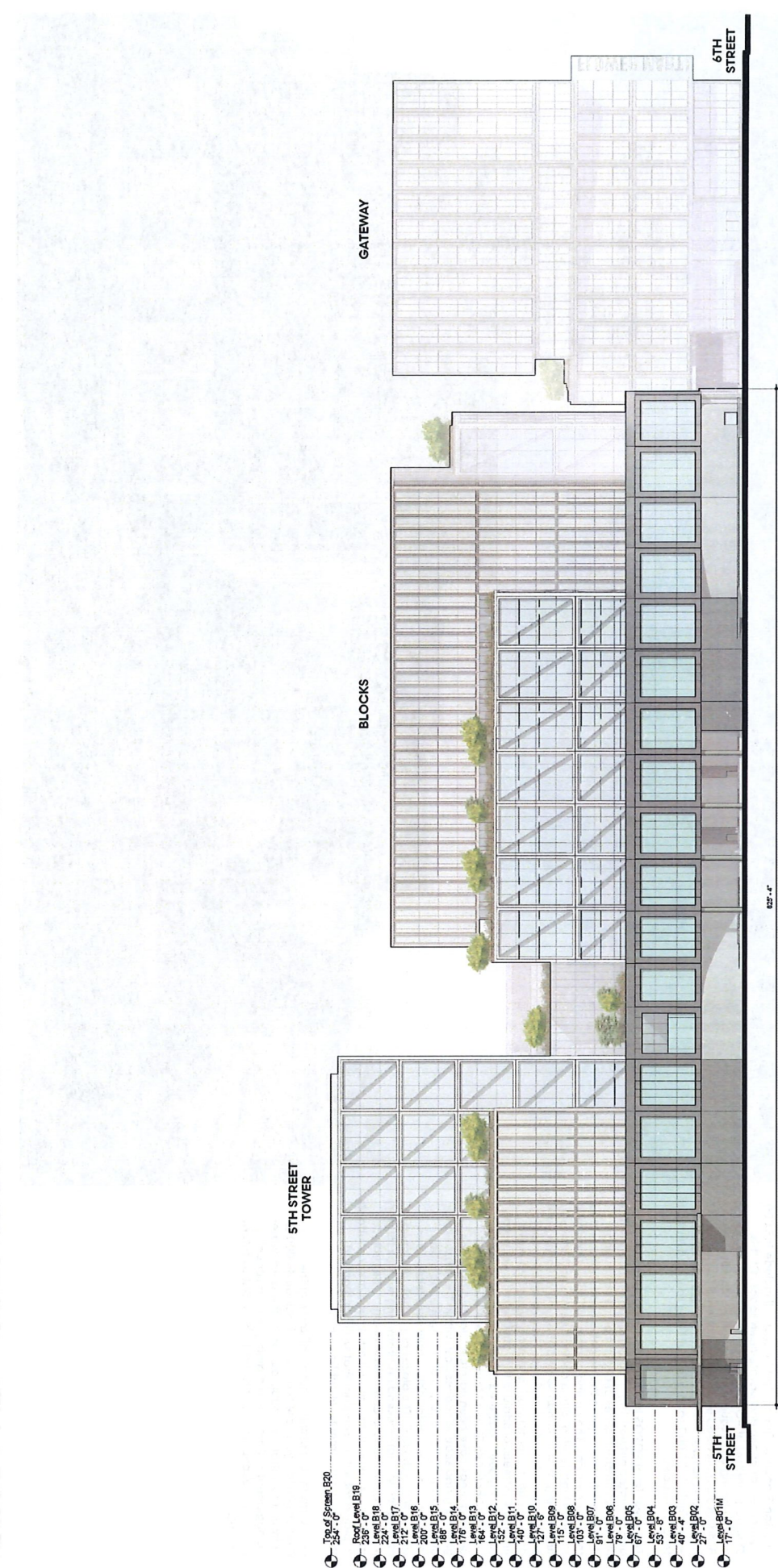
Ground Level

SOUTH ELEVATION AT BRANNAN STREET

1" = 60'-0"

KILROY

5TH STREET TOWER
 BLOCKS
 GATEWAY
 5TH STREET
 6TH STREET



5TH STREET TOWER

BLOCKS

GATEWAY

6TH STREET

5TH STREET

NORTH ELEVATION AT PRIVATE DRIVEWAY

1" = 60'-0"

KILROY

DESIGN NARRATIVE

The San Francisco Flower Mart Project will include 145,000 square feet of public and private open space. Of this, 31,450 square feet of POPOS is to be provided at street level including 8,125 square feet under the Market Hall Building's cantilevered ends. An additional 5,200 square feet will be provided off site. The remaining open space would include 36,000 square feet of living roof and multiple tenant terraces.

The street level POPOS has been designed as a diverse and activated network of public plazas and passages. The intent is to create a series of distinct places throughout the site while relating it to the neighborhood fabric and to the site programs. The paving pattern will operate on two scales: a high-level modified chevron design and a looser and more granular human scale patterning of varying unit paver materials and colored tiles. The paving concept is derived from the patchwork of paving types that make up SoMa's streets, overlaid with a dusting of flower petals so frequently seen scattered around the ground at the current Wholesale Flower Market. Fixed seating and planting areas have been carefully planned to define gathering and seating spaces both within the plazas and along the street frontages, to both engage the urban fabric and create comfortable, easily accessible open spaces within the site. The plazas are flexibly designed to provide for special weekend programming such as farmers markets, concerts, and community events. The project sponsor is working with selected artists and art consultants to plan a robust art program that will be integrated throughout the street level public spaces.

Roof terraces are planned across all three of the Project's buildings. These terraces will include 36,000 sf of living roofs that will double as part of the storm water management system. The remaining terrace spaces will include occupiable roof decks to be fit out by future tenants.



OVERALL RENDERING VIEW & DESIGN NARRATIVE

Scale: NOT TO SCALE

KILROY

BRYANT STREET



5TH ST. PLAZA

RETAIL PAVILION

MARKET ALLEY

MARKET HALL

BRANNAN STREET

GATEWAY BUILDING

BRANNAN PLAZA

SHARED SERVICE DRIVE

MORRIS STREET

6TH STREET

PRIVATE DRIVE

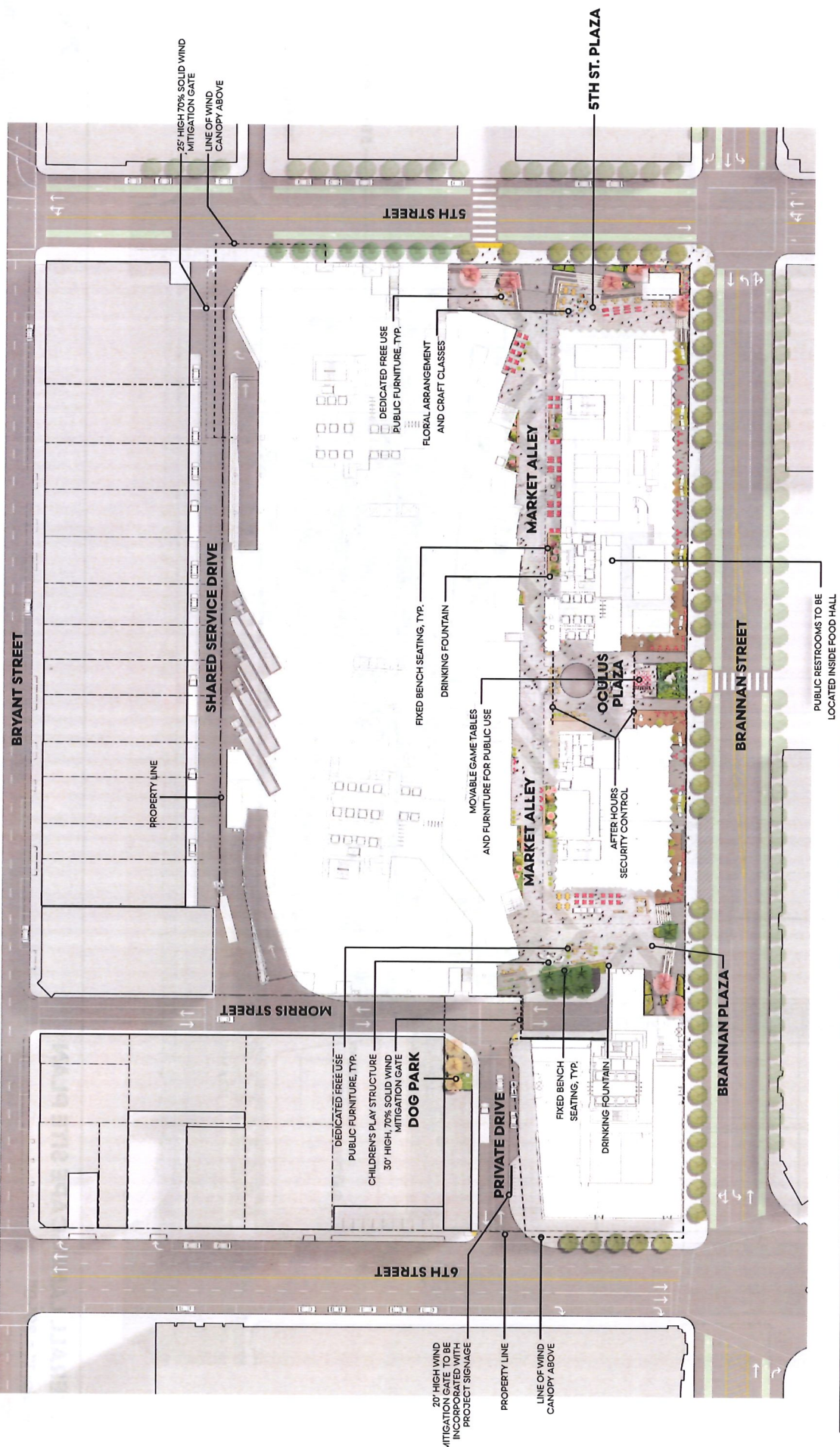


OVERALL LANDSCAPE SITE PLAN

Scale: 1" = 80'-0"

KILROY

adamson | RCH STUDIOS
ARCHITECTS
SF FLOWER MART 190610 60



PUBLIC/ SHARED SPACES AT GROUND FLOOR

Scale: 1" = 80'-0"

KILROY

Project Gross Floor Area

LEVEL	OFFICE					OFFICE SUBTOTAL	WHOLESALE FLOWER MARKET	RETAIL	BASEMENT OFFICE	TOTAL
	MARKET HALL	BLOCKS BUILDING			GATEWAY					
	gfa	gfa	BRANNAN MIDRISE	5TH ST TOWER	gfa					
B4										
B3										
B2										
B1										
1	3,577		5,394	5,916		4,332	19,219			
1 (MEZZANINE)			6,894				6,894			
2	3,548		111,991			19,553	135,092			
3	50,650		110,164			23,417	184,231		4,033	12,053
4	59,065		118,946			23,417	201,428		2,609	2,609
5	59,786		106,567			23,417	189,770	97,953	48,385	165,557
6	60,049		106,567			23,417	190,033	15,083		21,977
7	59,984		106,567			23,417	189,968			153,742
8	39,803		106,567			23,417	169,787			184,231
9 / MH PH	15,433		101,030			17,899	134,362		8,404	201,428
10			58,004	28,721		17,899	104,624			189,770
11			57,241	27,909		20,787	105,937			190,033
12			49,801	13,823		20,787	84,411			189,968
13			53,402	13,972		20,787	88,161			169,787
14			44,320	14,121		20,787	79,228			142,766
15			44,320	14,121		20,787	79,228			142,766
16				14,121		20,787	34,908			104,624
17				14,121			14,121			105,937
18				14,121			14,121			84,411
										88,161
										79,228
										79,228
										34,908
										14,121
										14,121
Program Total	351,895	1,187,775	160,946		324,907	2,025,523	113,036	83,459	6,642	2,228,660

AREA BY PROGRAM		gfa
OFFICE (INCLUDES BASEMENT)		2,032,165
RETAIL		83,459
WHOLESALE FLOWER MARKET		113,036
PROJECT TOTAL		2,228,660

[illegible]

EXHIBIT B.2

Project Variant Description

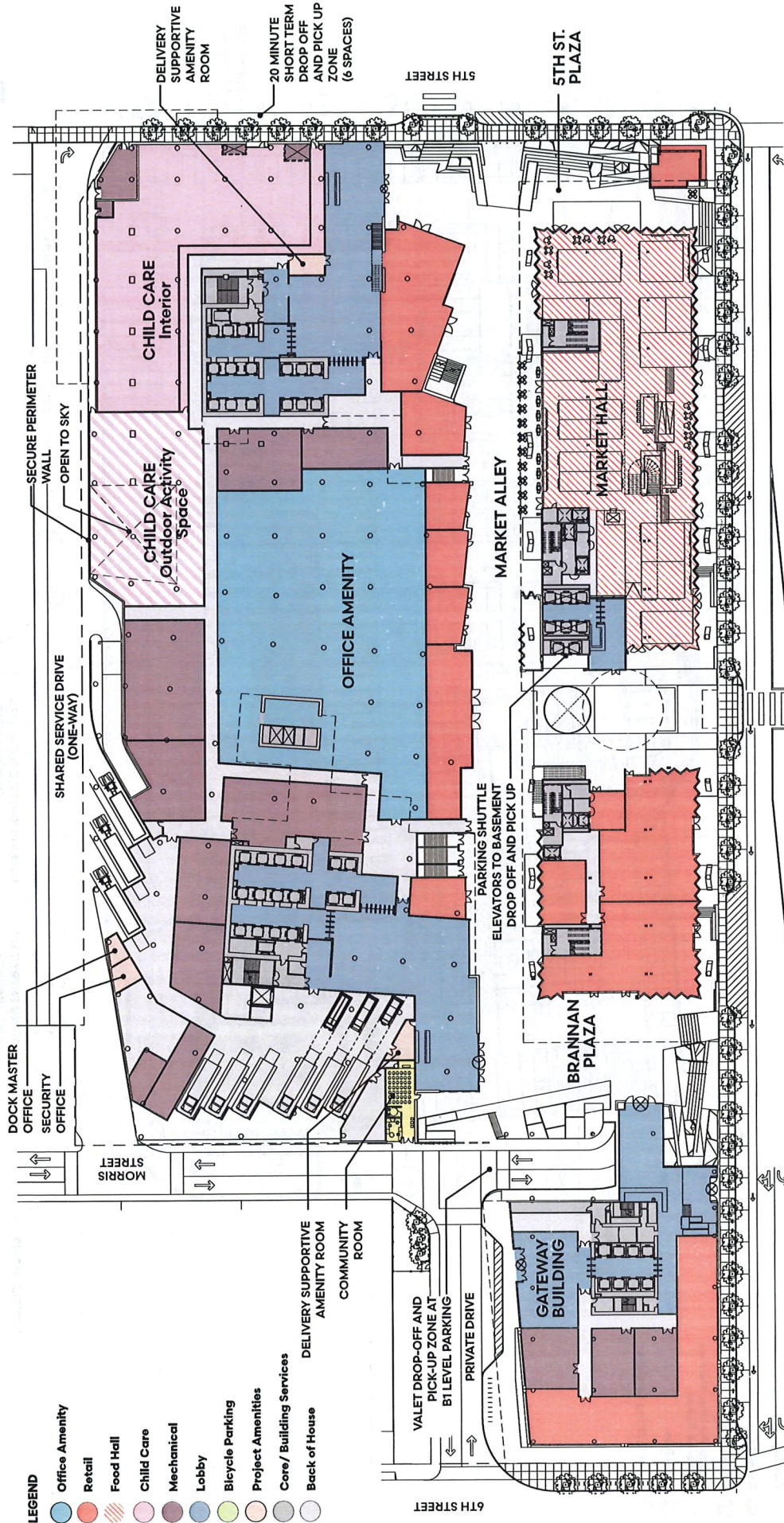
Project Variant

without Wholesale Flower Market



PROJECT VARIANT: WITHOUT WHOLESALE FLOWER MARKET

Ground Floor Plan - Blocks Building Ground Floor Alternative



PROJECT VARIANT: WITHOUT WHOLESALE FLOWER MARKET

B1 Level Basement - Car Share, Vanpool Parking Locations



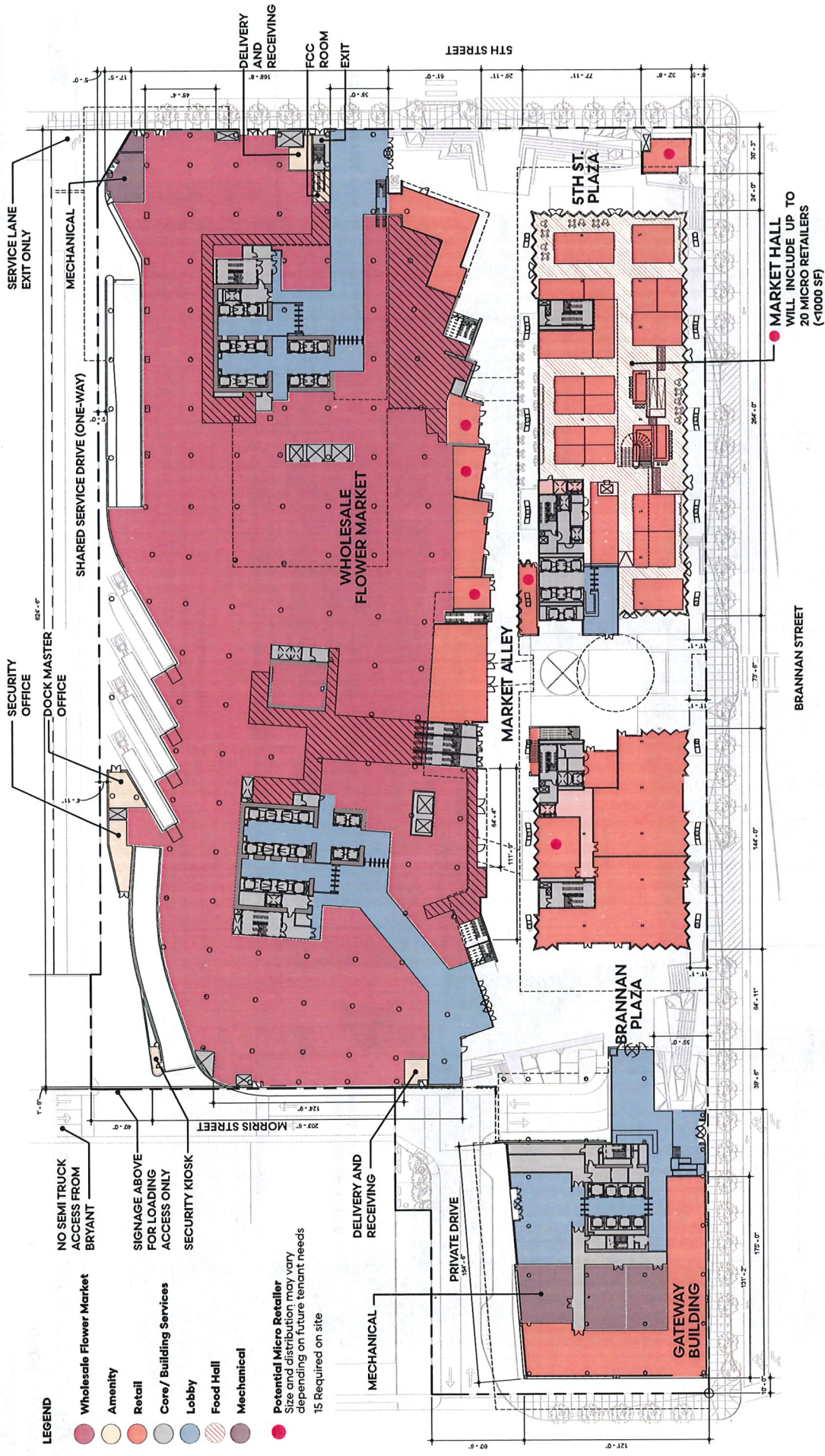
Project Features

8. Showers & Lockers		Qty.
Per TDM Active-3		
Showers	1:30 Class 1 Spaces	18
Lockers	6:30 Class 1 Spaces	103

RETAIL GROSS FLOOR AREA						
Areas by Type						
Basement Retail						
		Retail	Quality Restaurant	Restaurant	Café	SF
B-02		8,020				8,020
	Total	8,020	0	0	0	8,020
Market Hall Retail						
		Retail	Quality Restaurant	Restaurant	Café	SF
Ground Floor		4,860	8,478		20,511	33,849
2nd Floor		12,162		6,488		18,650
Market Hall Penthouse			8,404			8,404
	Total	17,022	16,882	6,488	20,511	60,903
Blocks Retail						
		Retail	Quality Restaurant	Restaurant	Café	SF
Ground Floor		9,928		3,967	1,665	15,560
	Total	9,928	0	3,967	1,665	15,560
Gateway Retail						
		Retail	Quality Restaurant	Restaurant	Café	SF
Ground Floor		6,493				6,493
	Total	6,493	0	0	0	6,493
Total Project Retail GFA		41,463	16,882	10,455	22,176	90,976

EXHIBIT C.1

Project Site Plan



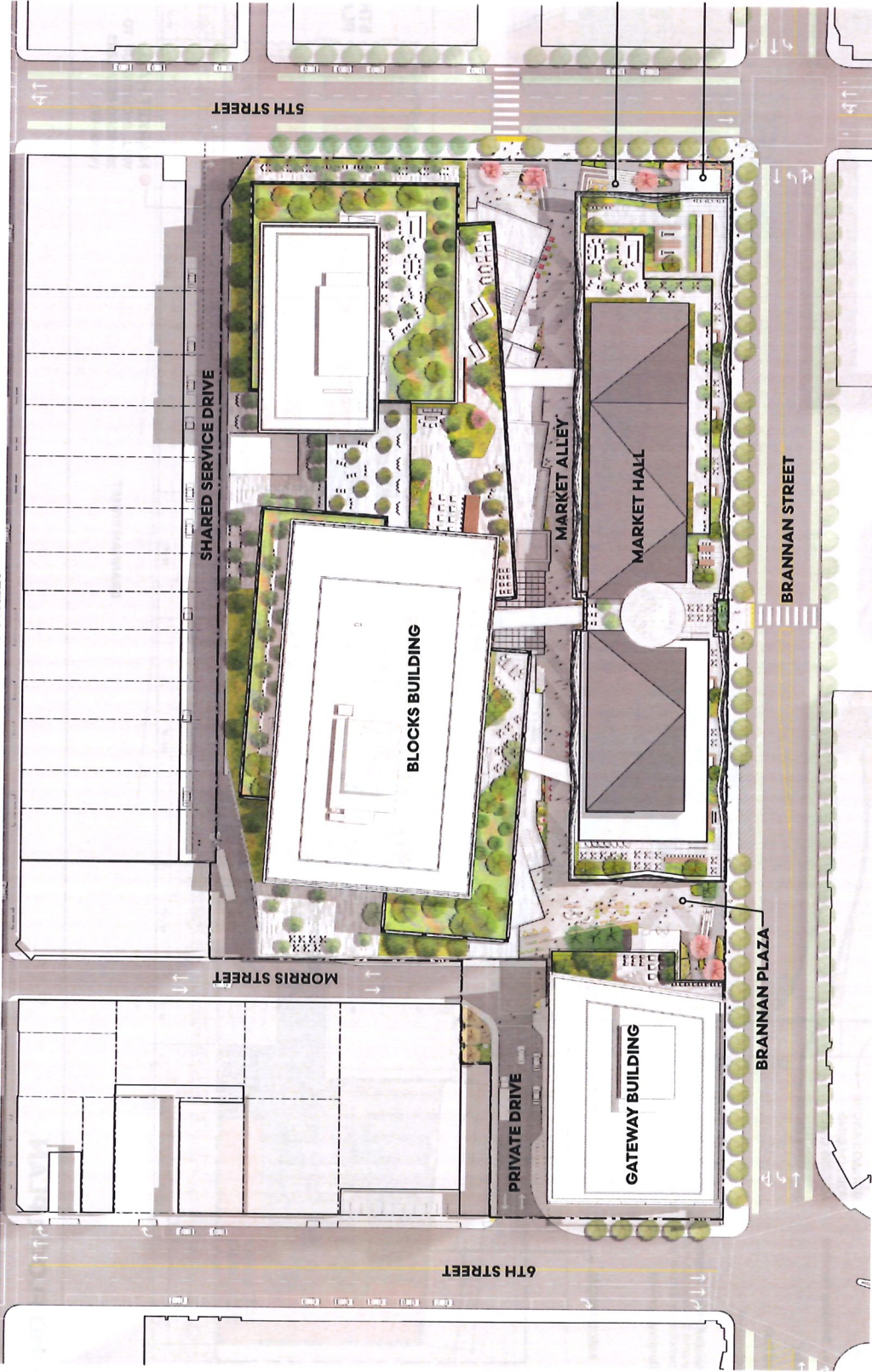
GROUND FLOOR PLAN

1" = 60'-0"

KILROY



BRYANT STREET



5TH ST. PLAZA

RETAIL PAVILION

MARKET ALLEY

MARKET HALL

BRANNAN STREET

PRIVATE DRIVE

GATEWAY BUILDING

BRANNAN PLAZA

MORRIS STREET

6TH STREET

5TH STREET

SHARED SERVICE DRIVE

OVERALL LANDSCAPE SITE PLAN

Scale: 1" = 80'-0"

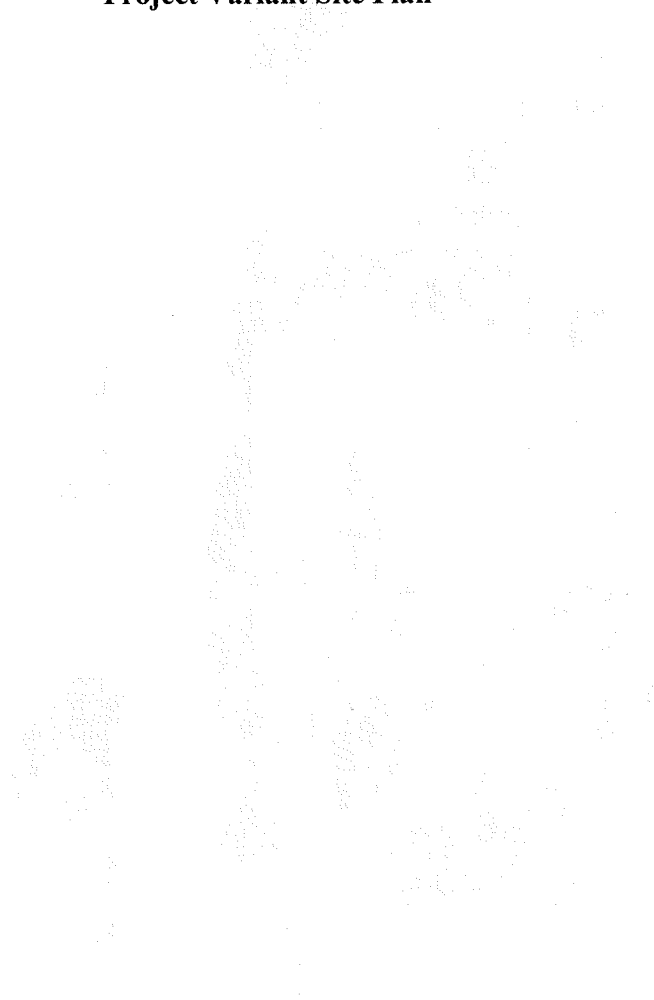
KILROY



North

EXHIBIT C.2

Project Variant Site Plan



PROJECT VARIANT: WITHOUT WHOLESALE FLOWER MARKET

Ground Floor Plan - Blocks Building Ground Floor Alternative

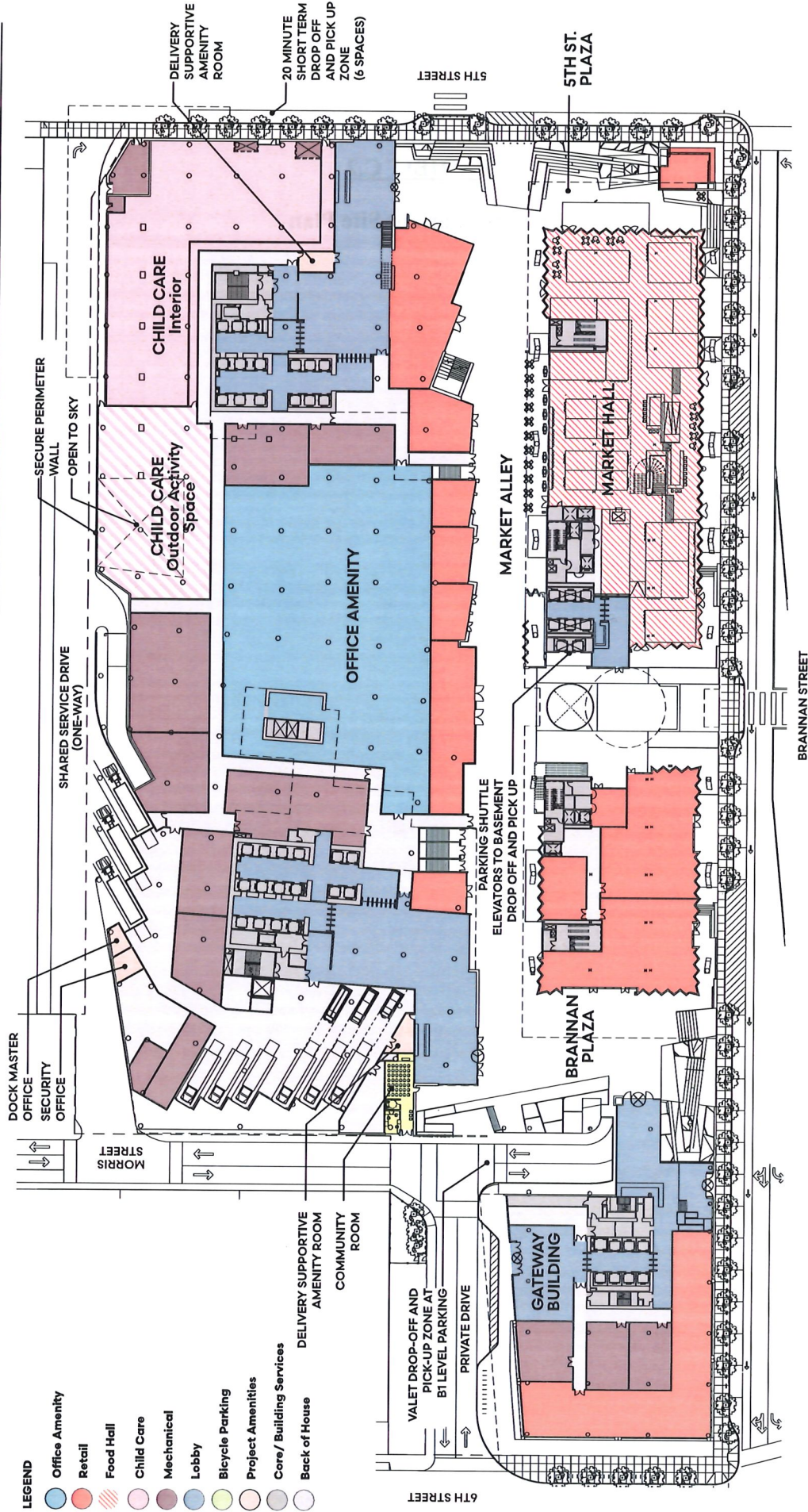


EXHIBIT D

Rent Schedule and Key Tri-Party Agreement Commitments

Rent Schedule:

Lease Years 1-4. Annual Base Rent of \$250,000/year.

Lease Years 5–Last; Increases in Base Rent. On the first day of Lease Year 5, the Base Rent shall be adjusted to the amount that Base Rent would have been (calculated as if the same been adjusted on the first day of Lease Years 2, 3, 4 and 5 pursuant to the annual CPI Adjustment procedure set forth in this Section 3.2 hereinbelow, inclusive of the 1% - 4% collar mechanism), had the Base Rent for Lease Year 1 been the sum of (x) a Monthly Rental Rate per Rentable Square Foot of \$1.35, and (y) the actual rentable square footage of the Premises as determined pursuant to Section 1.2 of this Lease, above. On the first day of Lease Year 6 and the commencement date of each subsequent Lease Year thereafter occurring during the Lease Term (the "**CPI Adjustment Date**"), the Base Rent shall be adjusted (a "**CPI Adjustment**") to equal the product of (i) the Base Rent, as previously adjusted and in effect as of the applicable CPI Adjustment Date, and (ii) a fraction, the numerator of which is the Adjustment Month Index, as that term is defined below, occurring prior to such CPI Adjustment Date, and the denominator of which is either (x) for the first adjustment during the Lease Term, the Base Month Index, and (y) for all subsequent adjustments, the Adjustment Month Index used as the numerator for the prior year's adjustment; provided, however, that in no event shall the applicable CPI Adjustment result in the adjusted Base Rent being less than one percent (1%) higher or more than four (4%) higher than the Base Rent then in effect, as previously adjusted. For purposes of this Section 3.2, (a) "**Base Month Index**" shall be the "Index," as that term is defined below, for the month which is three (3) months prior to the month in which the first Lease Commencement Date occurs; (b) "**Adjustment Month Index**" shall be the Index for the same month as the Base Month Index in each succeeding calendar year; and (c) "**Index**" means the Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-San Jose area (base year 1982-1984 = 100), published by the United States Department of Labor, Bureau of Labor Statistics. If the base of the Index changes from the 1982-84 base (100), the Index shall, thereafter, be adjusted to the 1982-84 base 100 before the computation indicated above is made. If the Index cannot be converted to the 1982-84 base or if the Index is otherwise revised, the adjustment under this Section 3.2 shall be made with the use of such conversion factor, formula or table for converting the Index as may be published by the Bureau of Labor Statistics. If the Index is at any time no longer published, a comparable index generally accepted and employed by the real estate profession, as determined by Landlord in Landlord's reasonable discretion, shall be used.

Tri-Party Agreement Context:

The following provides a summary of the key commitments in the Tri-Party Agreement. This summary is not intended and is not to be construed as altering the terms in the Tri-Party Agreement in any manner whatsoever. To the extent a conflict exists between this Summary and the Tri-Party Agreement, the Tri-Party Agreement shall prevail.

Parties:

- 1) Developer (i.e. KR Flower Mart, LLC)
- 2) Tenant Association (i.e. San Francisco Flower Market Tenants' Association)
- 3) San Francisco Flower Mart LLC

Key Commitments:

- Developer shall construct a new wholesale flower market and relocate the occupants thereto at Developer's sole cost, and provide interior improvements at Developer's sole cost if the Permanent Off-Site Option is exercised or provide an improvement allowance for such interior improvements if the Stay Option is exercised, with Developer further funding certain project management costs to be incurred by San Francisco Flower Mart LLC in connection with the design and construction of such interior improvements.
- Developer to reimburse San Francisco Flower Mart LLC for certain legal fee expenses incurred by San Francisco Flower Mart LLC with regard to the negotiation of the Tri-Party Agreement and master leases.
- Developer shall provide to subtenants, via a rent credit to San Francisco Flower Mart LLC (which in turn shall be provided as a credit to subtenants), a gross rent subsidy of \$0.339 per rentable square foot per month throughout the first 15 years of the term of the Post-Development Master Lease or the Permanent Off-Site Master Lease, as applicable.
- In the event of a default-based termination of the Pre-Development Master Lease, the Post-Development Master Lease or the Permanent Off-Site Master Lease, as the case may be, Developer is obligated to recognize subtenants during the otherwise existing term of such master leases, to the extent the corresponding subleases are on the pre-approved form of sublease and exceed the sublease rent floor specified in such master leases.

Free Recording Requested Pursuant to
Government Code Section 27383

Recording requested by and
when recorded mail to:
City and County of San Francisco
Mayor's Office of Economic and Workforce Development
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102
Attn: _____

-----Space Above This Line for Recorder's Use-----

San Francisco, CA _____
Assessor's Lot ____, Block _____

DECLARATION OF RESTRICTIONS

_____ [street address]

THIS DECLARATION OF RESTRICTIONS ("Declaration") is made as of
_____, 20 __, by _____, a _____ ("**Owner**"), in
favor of the **CITY AND COUNTY OF SAN FRANCISCO** (the "**City**").

RECITALS

A. Owner owns certain real property described in **Exhibit A** attached hereto (the "**Property**") and leases the Property to Master Tenant pursuant to the Master Lease (defined below) for use as a wholesale and retail market for flowers, plants, other horticultural and floricultural uses, and other ancillary related items, such as the sale of flower decorations and flower hardware (e.g., vases, pots, foam, etc.), operation of a café facility for use by occupants and visitors to the Property, and space for management offices and related storage relating to the foregoing uses (the "**Project**"). City and KR Flower Mart LLC, a Delaware limited liability company ("**Developer**"), are parties to that certain Development Agreement recorded as Instrument No. _____, San Francisco Official Records (the "**Development Agreement**").

B. The Development Agreement provides, among other Community Benefits, for the Developer to cause the construction of the Project and the leasing of the Project to the Master Tenant pursuant to the Master Lease in order to provide a viable wholesale flower market creating and preserving employment and supporting the City's convention, tourist and events businesses.

C. In consideration of the common beneficial ownership of Developer and Owner, and as required of Developer under the Development Agreement, Owner has agreed to comply with certain affordability and use and occupancy restrictions (collectively, the "**Regulatory Obligations**"), commencing on the Lease Commencement Date (as defined in the Master Lease) and continuing for as long as the Master Lease or any Subleases are in effect, (the "**Compliance Term**"). Owner's covenants and agreements described in this Declaration are a material part of the consideration for the City's entering into the Development Agreement, and without Owner's agreement to subject the Property to the Regulatory Obligations, the City would be unwilling to enter into the Development Agreement with Developer.

AGREEMENT

Now, therefore, in consideration of the City's agreement to the terms of the Development Agreement, Owner agrees as follows:

1. Definitions. Any capitalized terms in this Declaration that are not defined herein shall have the meaning set forth in the Development Agreement. In the event of any conflict between the terms of this Declaration and the terms of the Development Agreement, the terms of the Development Agreement (including the following defined terms) shall control unless otherwise expressly stated. As used in this Declaration, the following words and phrases have the following meanings:

(a) "**Compliance Term**" has the meaning set forth in Recital C.

(b) "**Master Lease**" has the meaning given to "Permanent Off-Site Master Lease" in the Development Agreement.

(b) "**Master Tenant**" means the tenant under the Master Lease, or its approved successor or assign.

(b) "**Qualified Tenant**" means Master Tenant and any subtenant of Master Tenant pursuant to a "Deemed Consent Sublease" (as defined in the Master Lease).

(c) "**Rent**" means all sums charged to Master Tenant as rent pursuant to the Master Lease and in accordance with the Development Agreement and this Declaration.

(d) "**Sublease**" means a sublease to a Qualified Tenant in accordance with the Master Lease.

2. Regulatory Obligations. Owner and its successors and assigns must comply with the Regulatory Obligations through the expiration of the Compliance Term, regardless of any conveyance of any interest in the Property.

3. Affordability and Restrictions.

(a) Restrictions. The premises leased pursuant to the Master Lease may be occupied only by Qualified Tenants. In no event shall the Master Tenant be required to pay Rent in excess of that which is specified in Exhibit D of the Development Agreement and attached hereto. In the event that the Master Lease terminates, Owner shall recognize the Qualified Tenants' rights to continue to occupy the portion of the Project which is the subject of their respective Subleases pursuant to the Master Lease, and in no event shall any Qualified Tenant be required to pay Rent in excess of that which is specified in its Sublease.

(b) Excess Rent. If the Master Lease terminates and Owner charges rent to a Qualified Subtenant in excess of the Rent set forth in the Qualified Tenant's Sublease, Owner shall refund any such excess received to the Qualified Tenant who was overcharged on demand, together with interest at the rate of ten percent (10%) per annum, and Owner's action in collecting or attempting to collect such excess rent will constitute an Event of Default pursuant to the Development Agreement.

6. Nondiscrimination. Owner agrees not to discriminate against or permit discrimination against any person or group of persons because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, disability, gender identity, height, weight, source of income or acquired immune deficiency syndrome (AIDS) or AIDS related condition (ARC) in the operation and use of the Project except to the extent permitted by law.

7. Enforcement.

(a) Owner shall provide the City with any records and information relating to the Master Lease, the Project and its construction and operations, including without limitation in a timely manner, including without limitation information customarily requested by the City's Assessor pursuant to California Revenue & Taxation Code, Sections 71, 441, and 470 and including the right to audit revenues and expenditures relating to the Project.

(b) The City, in its sole discretion, may exercise any rights available at equity or in law, including without limitation institution of an action for specific performance, in the event that Owner fails to comply with the Regulatory Obligations to the City's satisfaction within thirty (30) days of Owner's receipt of notice from the City to so comply. Owner shall pay the City's costs in connection with the City's enforcement of the terms of this Declaration, including, without limitation, the City's attorneys' fees and costs. Owner shall include a requirement of compliance with this Declaration in all lease and occupancy agreements relating to the Project, including the requirement to provide information to the City upon request to confirm compliance with this Declaration.

8. Governing Law. This Declaration shall be governed and construed in accordance with the laws of the State of California.

9. Notices. Before exercising any remedy, the City shall give Owner and the Developer written notice of the breach and a period of not less than ten (10) business days to cure the breach (the "**Cure Period**"). Any notice hereunder shall be in writing and delivered personally or by registered mail, return receipt requested or by nationally-recognized overnight courier. Notice, whether given by personal delivery, registered mail or overnight

courier, shall be deemed to have been given and received upon the actual receipt, at the address set forth below (or any updated address provided by notice from time to time).

To City:

City and County of San Francisco
Mayor's Office of Economic and Workforce Development
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102

To Owner:

Attention: _____

To Developer:

Kilroy Realty Corporation
12200 West Olympic Boulevard, Suite 200
Los Angeles, California 90064
Attention: Legal Department

with copy to:

Kilroy Realty Corporation
100 First Street, Suite 250
San Francisco, California 94105
Attention: Regional Vice-President, San Francisco

10. No Waiver. No failure by the City to insist upon the strict or timely performance of any provision of this Declaration, irrespective of the length of time for which such failure continues, shall not constitute a waiver of the City's right to demand strict compliance in the future. No waiver of any term shall be effective unless made in writing, and no such waiver shall be implied from any act or omission. One or more written waivers shall not be deemed to be a waiver of any subsequent condition, action or inaction. Nothing in this Declaration shall limit or waive any other right or remedy to seek injunctive relief or other expedited judicial and/or administrative relief to prevent irreparable harm.

11. No Subordination; Covenants Run with the Land. This Declaration shall unconditionally be and at all times remain a lien or charge on the Property prior and superior to the lien of any mortgage, deed of trust, or other security instrument. This Declaration and the Regulatory Obligations constitute covenants running with the land and bind successors and assigns of Owner.

Owner has executed this Declaration as of the date first written above.

_____,
a _____

By: _____,
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ALL SIGNATURES MUST BE NOTARIZED

EXHIBIT A

Legal Description of the Property

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

Assessor's Lot ____; Block _____

Street Address:

San Francisco, CA _____

MASTER LEASE EXHIBIT D

Rent Schedule

Master Lease Rent Schedule:

Lease Years 1-4. Annual Base Rent of \$250,000/year.

Lease Years 5–Last; Increases in Base Rent. On the first day of Lease Year 5, the Base Rent shall be adjusted to the amount that the Base Rent would have been (calculated as if the same had been adjusted on the first day of Lease Years 2, 3, 4 and 5 pursuant to the annual CPI Adjustment procedure set forth in this Section 3.2 hereinbelow, but not less than 1% nor more than 4% per annum), had the Base Rent for Lease Year 1 been the product of (x) a Monthly Rental Rate per Rentable Square Foot of \$1.35, and (y) the actual rentable square footage of the Premises as determined pursuant to Section 1.2 of this Lease, above. On the first day of Lease Year 6 and the commencement date of each subsequent Lease Year thereafter occurring during the Lease Term (the "**CPI Adjustment Date**"), the Base Rent shall be adjusted (a "**CPI Adjustment**") to equal the product of (i) the Base Rent, as previously adjusted and in effect as of the applicable CPI Adjustment Date, and (ii) a fraction, the numerator of which is the Adjustment Month Index, as that term is defined below, occurring prior to such CPI Adjustment Date, and the denominator of which is either (x) for the first adjustment during the Lease Term, the Base Month Index, and (y) for all subsequent adjustments, the Adjustment Month Index used as the numerator for the prior year's adjustment; provided, however, that in no event shall the applicable CPI Adjustment result in the adjusted Base Rent being less than one percent (1%) higher or more than four (4%) higher than the Base Rent then in effect, as previously adjusted. For purposes of this Section 3.2,

(a) "**Base Month Index**" shall be the "Index," as that term is defined below, for the month which is three (3) months prior to the month in which the first Lease Commencement Date occurs;

(b) "**Adjustment Month Index**" shall be the Index for the same month as the Base Month Index in each succeeding calendar year; and (c) "**Index**" means the Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-San Jose area (base year 1982-1984 = 100), published by the United States Department of Labor, Bureau of Labor Statistics. If the base of the Index changes from the 1982-84 base (100), the Index shall, thereafter, be adjusted to the 1982-84 base 100 before the computation indicated above is made. If the Index cannot be converted to the 1982-84 base or if the Index is otherwise revised, the adjustment under this Section 3.2 shall be made with the use of such conversion factor, formula or table for converting the Index as may be published by the Bureau of Labor Statistics. If the Index is at any time no longer published, a comparable index generally accepted and employed by the real estate profession, as determined by Landlord in Landlord's reasonable discretion, shall be used.

EXHIBIT E

Requirements Of Temporary Facility

In addition to the requirements under Section 3.1 of the Agreement, the Temporary Facility shall accommodate the Existing Subtenants' and Pre-Development Subtenants' continued operation, without material interruption, of their businesses in accordance with the Continued Operation Standard (per the Tri-Party Agreement), including an equivalent amount of private and shared or common refrigeration as is currently available in the Existing Flower Market. The Temporary Site shall be a site which is Viable and shall have a total gross warehouse area of no less than 115,000 square feet or a lower amount of square footage that is still sufficient to accommodate all of the Existing Subtenants and Pre-Development Subtenant, unless otherwise agreed by the City and the Tenants Association.

If the Temporary Site will be 2000 Marin Street, the Temporary Facility is anticipated to be consistent with the conceptual drawings prepared by Jackson Liles Architecture, dated as of May 31, 2018, and included as basis for the CEQA analysis and the Certificate of Determination for Community Plan Evaluation and Addendum, issued by the City on July 3, 2019.

Exhibit F-1

Permanent Off-Site Facility Design and Specifications (including Renovation of existing buildings)

The Specification herein shall cover the construction of a turn-key Permanent Off-Site Facility for the New Wholesale Flower Market. The Permanent Off-Site Facility may be located (i) on an independent site, (ii) within a light industrial building or campus of buildings as a sole user, or (iii) within a light industrial multi-user building or campus of buildings. The quality of the Permanent Off-Site Facility shall be consistent with other comparable PDR or light industrial facilities located in the City of San Francisco or other settings that accommodate users and customers for the wholesale (and retail) floral business or similar uses, and with the description in this Exhibit. The Permanent Off-Site Facility shall include either: (i) renovation and reuse of existing building(s), (ii) new constructed infill building(s) and/or components, or (iii) a combination of the above.

The design of the Permanent Off-Site Facility shall be consistent with the criteria and parameters set forth in this Exhibit and shall be developed in detail pursuant to the process described in the master lease between Developer and the master tenant of the Permanent Off-Site Facility.

I. Summary Programmatic Parameters

1. The Permanent Off-Site Facility shall have a total gross warehouse area designed for use by flower vendor tenants of 115,000 gross square feet (“gsf”), provided, however, that if the Permanent Off-Site Facility is located within a multi-user complex, then only that portion of the building(s) designed for New Wholesale Flower Market use shall be 115,000 gsf (i.e., the total size of the multi-user facility may be greater than 115,000 gsf). The whole of the 115,000 gsf shall attempt to have a minimum clear height of twenty feet (20’-0”) unless otherwise agreed to. In some cases, as contemplated in Exhibits C-1 and C-2 of the TPA, SFFM has agreed to certain conditions that would allow for less than 20’0” clear height to be acceptable for the Permanent Off-Site Facility.
2. The Permanent Off-Site Facility shall have a customer parking and loading area that is sufficient for the movement and parking of 150 standard vehicles (standard vehicles include full sized pick-up trucks and light commercial vehicles [e.g. cargo vans]) and up to 25 medium duty box trucks in a secured area. This customer parking and loading area shall include adequate space for the efficient and safe movement of vehicles, pedestrians, carts, and other industrial conveyance (e.g. forklifts, pallet jacks) for the safe loading and unloading of goods. If all or a portion of the vehicle related areas outlined above are provided via a structured parking garage, the structure shall be designed to provide free flowing areas with a high degree of visibility.
3. The Permanent Off-Site Facility shall have sufficient space to accommodate 4 semi-trucks (WB-67) in a large truck loading area or similarly acceptable loading area. This large truck loading area, or loading dock, shall include up to four loading docks and adequate truck circulation, turning, and parking areas as well as an internal product loading and unloading area (unloading area included as part of 115,000 gsf).

4. The Permanent Off-Site Facility shall be further subdivided into individual tenant or vendor stalls (the “Stalls”). There shall be up to 45 individual tenant stalls of varying sizes within the .Permanent Off-Site Facility. Each of these vendor stalls shall be delivered in a condition in which the Stall is fully functional for a tenant to begin business operations. The delivery of these Stalls shall include (but not be limited to): all fixed construction work, all finishes, and installation of Point of Service and existing Service and business process-related equipment and fixtures. Stalls shall be built and fitted out to provide the appropriate conditions for the varying tenant types, including, but not limited to, businesses focusing on the core areas of: Cut Flowers, Hard Goods, Green Plants & Tropical Plants, and Hybrids (businesses focusing on multiple core areas). To the extent commercially feasible, the design of the Permanent Off-Site Facility shall provide for flexibility to accommodate future changes and growth of floral and plant related businesses.
5. The Permanent Off-Site Facility shall contain other spaces as required to create the .Permanent Off-Site Facility. These shall include but are not limited to: Common Areas, Corridors and Hallways, Management and Operations Facilities, and a Floral Center.

II. Standard of Quality

The following outlines the key aspects of the standard of quality required for the design and construction of the Permanent Off-Site Facility.

1. A New Wholesale Flower Market in San Francisco will be a unique use within the context of PDR (light industrial) development, with few precedents within the United States to use as a basis of comparison. Given the limited number of precedents, it is understood that the Permanent Off-Site Facility will attempt to meet the following standards of development.
 - a. The Permanent Off-Site Facility will be designed and constructed to create a fully functional Wholesale Flower Market, which requires convenient access for customers from their vehicles to the market area.
 - b. The Permanent Off-Site Facility building design and construction, to the extent that it is new construction, shall meet the standard of design and construction (including applicable building materials) of the new project at 901 Rankin Street, as it was originally constructed. 901 Rankin Street is a single story (with mezzanine), sustainable, durable, and flexible light industrial project, completed in January 2015 in the Bayview neighborhood of San Francisco, and is referenced here as an example only. In particular, the mezzanine feature of 901 Rankin is not to be treated as an appropriate design element for the Permanent Facility, except as specifically identified jointly by the Developer and master tenant.

III. Potential Two-Level and or Multi-Structure Design.

The following outlines the key design considerations for a potential second level or multi-structure design and construction of the Permanent Off-Site Facility.

1. Similar to the design of the New Wholesale Flower Market, it is recognized that the parking and/or sales floor (warehouse) space may be located on two different levels or in multiple structures. Any design and construction of a two-level facility as the Permanent Off-Site Facility will present specific challenges. The challenges may include, but are not limited to:
 - a. Moving floral related products between two levels or multiple buildings safely, efficiently, and with minimal impact to the product, workers, or customers.
 - b. Providing customer access by car, van, and medium duty box truck to the sales floor, and connecting differing levels of parking and loading together in a safe and efficient manner.
 - c. Ensuring a direct, durable, intuitive, and easily understandable design, connecting customers, visitors, vendors, and employees.
 - d. Providing a safe and efficient functioning facility providing, to the extent commercially feasible, for all New Wholesale Flower Market operations free of bottlenecks or congestion within the context of a multi-use facility.
 - e. If a two-level facility is necessary, the customer parking and the market sales floor (warehouse) shall be located on the same floor subject to maximum parking counts being achieved primarily on grade and, to facilitate ease of customer access to and from the sales floor area.
 - f. If a multi-building facility is necessary, the customer parking and the sales floor (warehouse) shall be located so as to facilitate ease of customer access to and from the sales floor (warehouse,) to the extent commercially feasible.
 - g. If a multi-building facility is necessary, a semi-truck loading area shall be provided, if possible, for each major building, to the extent commercially feasible, so as to limit travel distance for delivery of product.
 - h. If the components of the facility (e.g., sales floor and customer parking) are located in separate buildings or parcels, or the facility is a part of a larger multi-user light industrial complex, certain design elements may be necessary to unite the facility as a whole and to provide a functional facility with the proper flow and connections for customers. These features may include covered exterior walk ways, stairs, cart and/or vehicle ramps, and raised traffic tables. The type and number of these design elements shall be determined by the commercially feasible means of maximizing the flow of the Permanent Off-Site Facility and minimize travel distances.
 - i. If the Permanent Off-Site Facility is located on separate parcels, which are separated by a public Right-of-Way (ROW), improvements must be provided to maximize the safety of all customers, workers, and visitors to the facility, subject to and conditioned on City approval for the said improvements. The possibility of vacating or closing the public ROW shall be fully explored by SFFM, KRC, and

OEWD. If the public ROW is not vacated or closed, KRC shall work in good faith with SFFM and the SFMTA, such that the design incorporates safety features, such as traffic calming improvements.

IV. Permanent Off-Site Facility Governmental Agency Requirements, Industry Standards, and Compliance

The design and construction of the Permanent Off-Site Facility shall be located in San Francisco, and thus shall be subject to all applicable San Francisco ordinances, and shall comply with all applicable regulations and governmental officials' interpretations thereof.

The City of San Francisco has numerous codes which require a level of compliance that is established by a variety of characteristics such as; project type (new construction or renovation) number of buildings or structures, building size, use, building type, etc. The Permanent Off-Site Facility shall comply with all applicable code requirements whether triggered by its own characteristics or the combined characteristics of the Permanent Off-Site Facility, and other elements of the same building or property. Once triggered, many of the above ordinances allow multiple routes to compliance. In addition to compliance with the relevant ordinances, the following shall be included in the cost of the Project.

- a. The cost of entitling the Permanent Off-Site Facility (e.g., CEQA review, Conditional Use and other governmental approvals, etc.), as required, shall be considered a Project Cost.
- b. The cost of constructing the Permanent Off-Site Facility may include the cost of off-site improvements required by the City as a condition of approval of the entitlements for the Permanent Off-Site Facility.
- c. The cost of construction is to include all work triggered to upgrade the building to accommodate the Permanent Off-Site Facility. This shall include all work related to changes in occupancy (e.g. seismic retrofit, fire walls, etc.).

V. Permanent Off-Site Facility Design

The following summarizes the components of the project to design and construct the Permanent Off-Site Facility (which includes both Base Building and Tenant Improvements). Due to the lack of a developed design, program, or site for these improvements, the below is a projection. It is the intent of the Developer and Master Tenant of the Permanent Off-Site Facility to create a fully functioning, safe, sustainable, resilient, fully functional New Wholesale Flower Market. As a facility open to the public, it is understood that the Permanent Off-Site Facility shall be welcoming and designed to function well from a customer perspective. All components of the following systems, whether explicitly identified or implied to support functioning of the Permanent Off-Site Facility, are to be a part of the Permanent Off-Site Facility as reasonably agreed by all parties.

A. General Conditions and Requirements

General conditions, general requirements, profit and overhead, contingency, insurance, and taxes are assumed to be a part of the construction of the Permanent Off-Site Facility.

B. Site Work

Site work is recognized to include both on-site and off-site work required for the successful construction of the Permanent Off-Site Facility.

1. Off-site

The Permanent Off-Site Facility shall include all improvements to the surrounding off-site physical infrastructure as required by the relevant Government Agencies. . The infrastructure upgrades may include, but are not limited to, the following items to the extent they are Project-related and required by City code:

- a. Public right-of-way improvements on or immediately adjacent to the site, including demolition and grading, streets, curb and gutter, sidewalks, raised traffic tables, street trees and landscaping, stormwater components, street lighting, and streetscape accessories. Compliance with San Francisco's Better Streets Plan, if applicable, along with requirements of SFDPW and SFMTA.
- b. Connections to the domestic water system including main water lines, laterals, all associated connections, trenching, and installation.
- c. Connections to the combined sewer system, including main sewer lines, manholes, catch basins, other structures, laterals, and associated connections, trenching, and installation.
- d. Connections to the water delivery system for fire suppression, including standard hydrant systems. These include: Connections for water systems to provide for adequate fire suppression within the building(s).
- e. Connection of dry utilities, including but not limited to PG&E and voice/data systems.
- f. Roadway or right-of-way improvements which might be identified during project review and approval by the Government Agencies, including streetscape upgrades, bus stop, or bike related upgrades (including potential relocation of bike lanes).
- g. Handling and disposal of hazardous soils and other subsurface materials.

2. On-site

The Permanent Off-Site Facility, similar to other light industrial projects of this nature, may require on-site improvements. The improvements will seek to facilitate the safe, efficient, and effective transfer of goods and create an economically sustainable marketplace that is a healthy workplace environment and an engaging and visually compelling place to transact wholesale and/or retail floral business. The on-site work include the following on-site work to the extent it is Project-related and required by City code:

- a. Grading - Rough and finish grading and site preparation
 - i. Rough grading and export of excess soils
 - ii. Import of required soils, gravel and sand
 - iii. Working within and handling and disposal of hazardous soils or other subsurface materials.

- iv. Working within, around or handling of archaeological or other historical or cultural artifacts including, but not limited to CEQA related processing (pre and post approvals)
- b. Site paving must be durable and suitable for industrial traffic use. Concrete is an acceptable material.
- c. Pedestrian facilities - Sidewalks, stairs, ramps, barriers and other pedestrian facilities to provide a safe walking environment. These elements may be provided per the following:
 - i. Sidewalks and stairs shall provided per City code for industrial buildings.
 - ii. Accessible ramps shall be provided per City code.
 - iii. Product ramps (those designed to facilitate movement of goods) shall be provided in a configuration and width to allow users to pass each other in each direction. Customer ramps (those designed for use by the customer with a pushcart) shall be a maximum slope of 5%, as commercially feasible. Industrial ramps (those designed for use by an employee using a forklift or pallet jack) shall be a maximum slope of 10%, as commercially feasible.
 - iv. Vehicular ramps (those designed for use by cars, vans and box trucks) shall be a maximum slope of 10% if possible, as commercially feasible.
 - v. Where exterior stairs and ramps are provided they may be covered to the extent commercially feasible. This covering will enhance both the safety and usability of these elements.
- d. Site lighting - Adequate site lighting and site control to facilitate the Permanent Off-Site Facility operations, which often occur in nighttime hours and include product delivery, intermarket goods movement, shopping, and loading functions. The site will serve pedestrian, vehicular, and forklift traffic. As such, lighting levels shall meet City and industry standard code and provide a high level of safety.
- e. Signage – Provide all signage required by applicable law. Provide identity and promotional signage and striping as permitted by law.
- f. Access control - Site access control features such as gates, card readers, ticket dispensers, security cameras, and pay stations.
- g. Landscaping - Landscaping including planting (as appropriate or required by the City of San Francisco), growing medium, landscape structures (e.g., planters) water proofing as necessary, and irrigation as required by the SFPUC Stormwater Management Ordinance.
- h. Utilities - including but not limited to gas, electrical, telephone/data (wire and fiber), domestic water, fire water, recycled water (if required), sanitary sewer, storm sewer. These utility connections may be required as upgrades to existing utilities or new utility infrastructure depending upon existing conditions.
 - i. Gas - Routing, meters and sub-meters, meter pads, protection, and structures required for gas system.
 - ii. Electrical - Subgrade structures, conduits, pull boxes, meters, pads, protection, and any other infrastructure necessary for the construction of electrical systems.

- iii. Telecommunications – Industry standard telecommunications facilities. The system must include all required conduit, subgrade or overhead structures, pull boxes, and connection to Main Point of Entry (MPOE). The system shall include distribution and connection of a working system to all components of the building as required by code (e.g., elevator, fire alarm), to all tenant spaces, and to all management and operations facilities. Individual phone switches and phone systems are to be provided by tenant.
- iv. Domestic Water – Piping, connections, subgrade structures, meters, and protection for a full domestic water system. It is understood that the floral industry utilizes significant quantities of process water. All facilities shall be sized to accommodate these industry requirements.
- v. Fire Water - Piping, connections, subgrade structures, meters, and protection for a full fire water system
- vi. Recycled Water – All required components to be in compliance with San Francisco Recycled Water Ordinance, if required
- vii. Sewer - Piping, connections, subgrade structures, meters, and protection for a full sewer system. It is recognized that multiple points of connection may be required. All designs must comply with the SFPUC's Stormwater Management Ordinance.

C. Building Construction

1. Code Classification

Due to the uncertainty of the specific location, whether the project will entail renovation of existing building and/or new construction, the uncertainty of some attributes of the Permanent Off-Site Facility, and the possibility of the wholesale flower market use being combined with other users or uses, it is not possible to confirm all of the key aspects of compliance with the San Francisco Building Code. This uncertainty affects, among other things, building type classification and component (structure, walls, floors, structure, roofs) ratings. The following outlines what is expected regarding code compliance.

- a. The Permanent Off-Site Facility is anticipated to contain the following building occupancies:
 - i. Occupancy classification M – Mercantile (sales floor)
 - ii. Occupancy classification S-1 (product storage) and/or S-2 Storage (storage and garage)
 - iii. Occupancy classification B – Business/Office (Offices)
 - iv. Occupancy classification A-2 – Assembly
- b. The Permanent Off-Site Facility will likely be a Type II, III, or V building with an A or B fire rating designation. The building will be fully sprinklered. If the Permanent Off-Site Facility is located, fully or partially, in existing buildings which will be renovated, Building Type will be dependent on the existing construction and the proposed improvements. It is anticipated that the renovation approach to the

Permanent Off-Site Facility will likely be a Type III or Type V building with an A or B fire rating.

2. Energy Compliance and Sustainability

The building will be required to comply with California Energy Code, and San Francisco's Green Building Ordinance and associated requirements. Energy calculations using either the prescriptive or performance method may be used to gain approvals of this nature.

3. Building Systems

Building construction is recognized to encompass:

- The renovation of existing structure(s) and/or new construction.
- A single building or multiple buildings as the location and circumstances of the Permanent Off-Site Facility require.
- A single-story building or a two-level building as the location and circumstances of the Permanent Off-Site Facility require.
- A portion or part of a building which houses other uses.
- Tenant demising partitions
- Tenant Stall fit-outs
- Refrigeration systems
- Common Area fit-out

Building construction includes the following summary of activities, components, and systems as required for the complete and successful construction of the Permanent Off-Site Facility. Due to the lack of a developed design, program, or site for these improvements, the below is a projection of potential Project components.

- a. Demolition - Demolition of necessary portions of buildings (or building components), and site work as required for construction of the Permanent Off-Site Facility. Demolition to include the abatement of identified hazardous materials and the certification by appropriate agencies that abatement activities are complete and properly conducted.
- b. Earthwork (if required)
 - i. Grading - Rough and finish grading and site preparation
 - Rough grading and export of excess soils
 - Import of required soils, gravel and sand
 - Placement and compaction of soils
 - Working within, handling and disposal of hazardous soils and other subsurface materials.
 - Void form materials – if recommended by a geotechnical engineer, void form materials such as Styrofoam required for the forming of the slab on grade shall be used.
 - ii. Soil Improvement – Includes soil improvement required by geotechnical engineering and hazardous materials handling and abatement, if required for existing hazardous conditions. All soils improvement will be

coordinated closely with the structural design of the building in order to achieve long-term performance. Soil improvement is likely to be more extensive in areas of new construction, with soil improvement in areas of renovation potentially being limited by access, and interface with existing building components.

c. Foundations and slabs-on-grade

- i. Cast-in-place concrete foundations (or other options depending on the site) – Foundations to be developed to tie building structural systems to appropriate soils improvement methods.
- ii. Cast-in-place concrete slab-on-grade – Slab-on-grade will be of size and reinforcement to support warehouse type activities, including 3-high pallet racking minimum. If necessary due to subsurface soils performance, a structural slab can be provided. The slab of grade(s) in new construction shall be designed to achieve long-term performance and shall meet industry standards: To the extent possible all MEP components (except drainage shall be routed overhead.
- iii. The slab shall be finished and sealed appropriately, for the use of flower and plant storage and sales. Slab-on-grade can either be sloped to drain or flat, or a combination of the two (see Section 11- Mechanical Electrical and Plumbing).
- iv. Vapor and moisture barriers may be provided, as appropriate for under slab conditions, requirements of finish materials above slab, and all regulatory requirements.
- v. If required by Phase II site assessment, a vapor mitigation system shall be provided.
- vi. When renovation and re-use of existing building(s) occurs, seismic strengthening of the foundations and slabs-on-grade (or structural slabs) shall be provided as recommended by Project Structural Engineer and/or Geotechnical Consultant, and as required by code.

4. Superstructure

Due to uncertainty related to the design of the Permanent Off-Site Facility, which extends to many aspects of the superstructure including whether the building is in a renovated structure or new construction, it is not possible to prescribe a specific superstructure system. The superstructure may meet the following suggested parameters:

- a. Superstructure shall support load (dead, live, and lateral) to accommodate the following uses:
 - i. Three (3) high racking of materials including live plant material, cut flowers and other cut materials, dry goods, and other floral materials. Superstructure (e.g. roof) may be designed to allow for bracing of pallet racking as necessary.
 - ii. Use of industrial equipment such as forklifts, pallet jacks, conveyor systems, logistics systems, and others.

- iii. Vehicle ramps and parking on elevated parking deck by vehicles including fully loaded passenger vehicles, sprinter vans, and medium box trucks (24' long or shorter).
 - iv. Future Tenant Improvements loads (e.g. mechanical equipment, refrigeration panels, fire sprinkler lines, etc.)
 - v. When renovation and re-use of existing building(s) occurs, seismic strengthening of the superstructure shall be provided as recommended by Project Structural Engineer and/or Geotechnical Consultant, and as required by code.
- b. To the extent the Permanent Off-Site Facility involves new infill construction, the superstructure is recognized as a key aspect of the Permanent Off-Site Facility design and could be designed using different structural approaches and materials. It is understood that cost, long term performance, seismic resistance, durability, ability to accommodate the installation of a floor drainage system to adequately serve each vendor stall, and flexibility are key aspects in the selection of a structural system and the particulars of its design.
- c. The following structural systems or components are potential solutions for the Permanent Off-Site Facility, to the extent that it involves new construction:
- i. Steel frame, metal deck with concrete fill (including wide flanges and/or open web steel joists)
 - ii. Pre-cast concrete with topping slab
 - iii. Brace frames (including BRBS)
 - iv. Cast-in-place concrete shear walls and/or floors
 - v. Pre-cast concrete panels
- d. The superstructure combines with other systems to create solutions to key aspects of the design. Key building systems, which interact with the superstructure are:
- i. Vertical enclosure
 - ii. Horizontal enclosure
 - iii. Fire proofing
 - iv. Fire protection
 - v. Mechanical, electrical, and plumbing
 - vi. Other similar components or combinations of the above

The superstructure may be designed so that vibrations generated by forklifts, pallet jacks, industrial mechanisms and vehicles (cars and trucks) do not negatively affect potential other uses in the building.

5. Exterior Vertical Enclosures

Due to the uncertain design of the Permanent Off-Site Facility, which includes but is not limited to the massing, shape, long lifecycle goals, use parameters, SFPD and SFDBI design requirements, and other controls, it is not possible to prescribe a specific vertical enclosure system. The following are key quality and performance components that may be incorporated:

- a. Acceptable systems or key components of systems anticipated to meet the use assumptions of the project may include:
 - i. Tilt-up concrete walls (for new construction)
 - ii. Pre-cast concrete panels (for new construction)
 - iii. Metal panels and siding (insulated or non-insulated (for new construction)
 - iv. Metal studs and metal support systems (for new construction)
 - v. Insulation (batt and rigid) to meet or exceed either the appropriate prescriptive or performance standards (for new construction)
 - vi. Fire proofing and associated protection and cover
 - vii. Metal windows (aluminum and steel) (for new construction)
 - viii. Storefronts and entrances
 - ix. Glass and glazing
 - x. Metal doors and frames
 - xi. Exterior sun control devices
 - xii. Louvers
 - xiii. Automatic coiling metal doors and security grilles
 - xiv. Interior finishes of exterior walls (gypsum wall board, others)
 - xv. Paint and sealants
 - xvi. Crash protection in all vehicle areas
 - xvii. Wall, MEP, and equipment protection
 - xviii. combinations of the above
- b. The building will be required to meet California Energy Code requirements. Selection of the components of the exterior vertical enclosures will be constrained by the need to achieve code compliance, which affects energy efficiency, reduced long-term energy costs, reliability, and simplicity.
- c. The facility may have exterior features which are common or necessary for buildings of this nature and required by Governmental Agencies..
- d. All structured parking areas (if they occur) shall be horizontally enclosed as is Code compliant for safety and security purposes. This enclosure shall control access by both vehicles and people.

6. Exterior Horizontal Enclosures

Due to the uncertain design of the Permanent Off-Site Facility, including such matters as the massing, shape, long lifecycle goals, use parameters, and requirements of government agencies, it is not possible to prescribe a specific horizontal enclosure system. The following are key quality and performance requirements:

- a. Acceptable systems or key components of systems expected to meet the requirements of the project are:
 - i. Membrane roofing.
 - ii. Protected membrane roofing and topping slab on all areas of vehicle access and exterior pedestrian access to the building
 - iii. Fire proofing and associated protection and cover

- iv. Roof accessories and means of access, for maintenance
 - v. Flashings and related components
 - vi. Solar panels and related components (as may be required to meet SF Better Roofs Ordinance)
 - vii. Green roof systems and components (as and if required to meet SF Better Roofs Ordinance)
- b. If SFFM and/or other space of the facility are located on an elevated slab, adequate drainage, combined with a protected membrane and topping slab, may be required to ensure that water from the vendor operations does not penetrate the elevated slab and affect other building occupants below. A similar assembly may be required beneath any traffic way or pedestrian access path including, ramps, parking and loading areas, vehicle paths, and elevated sidewalks.
 - c. Daylighting is a key feature in the display of floral goods. Roof design for new infill buildings may include a variety of potential roof forms and components to enhance daylighting and reduce the necessity for artificial lighting. These forms and components may include, but are not limited to:
 - Skylights (individual or in series)
 - Light monitors
 - Clerestory light forms
 - Other forms which are complimentary to the building and use.
 - d. All structured parking areas (if they occur) shall have horizontal enclosure which meet Code.

7. Interior Construction and Finishes

Due to the uncertain design of the Permanent Off-Site Facility, which includes but is not limited to the location and site, form, components, and fit-out of the interior spaces of the facility, it is not possible to prescribe a specific program for interior construction and finishes. The following are potential quality and performance parameters:

- a. Common Areas - Construction shall include all common areas of the facility. These common areas include, but are not limited to:
 - i. Horizontal and vertical common circulation elements - entrance lobbies, corridors, halls, hallways (as they relate to vertical circulation), stairs (exit and otherwise) and elevator lobbies that are used by either building occupants or tenants.
 - ii. Common loading – All loading areas which are shared by vendors. These loading areas include dock area (both inside and outside the building), goods staging area, other ancillary spaces, and common refrigeration area.
 - iii. Refrigeration at Common Loading – Common refrigeration area(s) located near the Common Loading Dock. For outline of responsibilities related to refrigeration see Specialized Refrigeration below.

- iv. Building services – All areas, spaces and rooms which are necessary for the successful operation of the building such as mechanical rooms, electrical rooms, fire control rooms, telecom/data rooms, fire pump rooms if required, cisterns and cistern pump if required and equipment areas, elevator (or similar) equipment rooms, janitorial spaces, and all other rooms or spaces containing key common functions of the building.
- v. Common restrooms and showers (as required by Code) - Common restrooms shall comply with applicable building code requirements and shall be located for the convenience of vendors and customers, which may entail providing multiple restrooms of a small size in place of single large restrooms. Common showers (a governmental agency requirement related to bicycle provisions) shall be designed and located to provide occupant security and improved for long-term use.
- vi. Bicycle storage – Bicycle storage and other related amenities as required by Code.
- vii. Common hallway – The vendors may be connected by a common hallway. This hallway may be constructed with the use of coiling grills and doors (misc. metal support systems), interior storefronts and entries, and interior walls sufficient for the use of the vendors and to provide access and security.
- viii. Management and operations facilities – Space allocated and specifically designed for the purposes of managing and operating the building and coordinating its use. This space may include:
 - Management office – An appropriately sized and appointed business office for the management of the facility. This space may include reception, open office area, private offices, (total office size to accommodate 6-10 staff) break room, and file storage and printing area and a conference room to seat approximately 45 people.
 - Operations Area(s) – Maintenance space(s) sized, configured, and improved to industry standard. This space(s) may be designed and constructed to accommodate:
 - All types of refuse collection and disposal including, but not limited to, garbage, recycling, compost, plastic wrap, common containers, and pallets. The space shall be provided with industry standard compactors (including trash and organic waste compactors of sufficient number and capacity), bailers, dumpsters, other equipment required to process all refuse streams, and sized to accommodate such equipment safely and efficiently.
 - Equipment charging area - Maintenance and charging location for industrial equipment necessary to operate by the facility.

This equipment may include, but is not limited to, forklifts, pallet jacks, ride-behind, or walk-behind floor scrubbers, ladders, and lifts.

- Shop and facility maintenance space – Area provided for building engineering with tools and equipment appropriate for operating a facility of this scale and use.
- Operations hub - Office and locker room sized to accommodate the facility's operations personnel.

b. Demising and Fit-out of Vendor Stalls - Construction shall include the subdivision of the vendor area into individual vendor spaces or stalls (the Stalls) of varying sizes. There will be up to 45 Stalls consisting of a mix of the different vendor types as outlined below and in varying sizes starting at a minimum of 500 square feet. The vendor Stalls shall be designed to adequately support the needs of each vendor type and allow for flexibility, evolution of business approaches, and future growth of businesses. Due to the lack of a developed design, program, or location for these improvements, the below is a projection of potential likely requirements for the vendor Stalls. These descriptions are generic in nature. It is understood that the final vendor Stalls will be adapted to a varying degree to accommodate the specific shape, location within the facility, and business approach of the vendor. It is expected that each vendor fit-out will be to a typical industry standard for PDR space of this type, functionally equivalent to the existing wholesale flower market:

- i. Cut Flowers – The primary product for this Vendor Type is cut flowers, which requires a significant portion of the space to be refrigerated for the display, storage, and processing of goods. The following describes some key elements that are specific to this Vendor Type:
 - Display & Sales Floor – Space allocated for ambient sales and transactions. Vendor Stall This space shall provide the following:
 - Signage for individual Vendor Stalls
 - Area of compartmentalized shelving to be used for customer storage of flowers while shopping
 - Platforms or shelving for display of goods
 - Point of Sales and transaction counter
 - Convenience outlets per code with additional outlets to support computers, check out functions, and sales activities
 - Worktable(s) for processing and bundling of purchased cut flowers
 - Telephone and data connection to individual Vendor Stalls and distribution to required areas
 - LED Lighting appropriate for use, and with desirable color rendering index
 - Floor finish appropriate for use as wet area
 - Floor drains as appropriate for use
 - Ceiling Treatment – Ceiling shall be treated in an appropriate way to facilitate a wholesale sales environment

- Refrigerated Display Area – Space allocated for the display of cut flowers. This may be constructed of pre-manufactured insulated, metal refrigeration walls with condensers mounted to roof of unit. Vendor Stall space shall provide the following:
 - Interior storefront with glass walk-in cooler doors
 - Platforms or shelving for display of goods
 - Lighting appropriate for use
 - Floor finish appropriate for use
 - 16' clear height minimum
 - Refrigerated Sales, Storage & Processing – Space allocated for the storage (products both on display and stored) and processing of palletted and boxed goods, and storage & charging of industrial equipment. This space may be constructed of pre-manufactured insulated, metal refrigeration walls with split system refrigeration units. Vendor Stall space shall provide the following:
 - Refrigerated sales area enclosed with combination of insulated panels, windows and doors. Doors and openings to be equipped to minimize air loss.
 - Automatic cooler and man doors with opening protection
 - 3-high racking or shelving for storage of boxed goods and palletted goods, as appropriate
 - Worktable and sink for cutting and sorting of goods
 - Hose bib(s) and/or mop sink(s)
 - Sanitary sewer connection and drainage
 - Internal refuse area for organic, plastic and cardboard waste
 - Charging area for industrial equipment
 - Convenience outlets per code with additional outlets to support functions of space
 - Lighting appropriate for use
 - Floor finish appropriate for use
 - Floor drains as appropriate for use
 - 16' clear height minimum
- ii. Hard Goods – The primary product for this Vendor Type is floral supplies, which requires a fully enclosed space with specific HVAC requirements and clear height for 3-high racking for the storage of hard goods. The following describes key elements that are specific to this Vendor Type:
 - Display & Sales Floor– Space allocated for sales and transactions. This space may provide the following:
 - Signage for individual Vendor Stalls
 - Shelving for display of goods
 - Vendor Stall Point of Sales
 - Convenience outlets per code requirements at all spaces to support computers and check out functions

- Convenience outlets per code with additional outlets to support computers, check out functions, and sales activities
 - Telephone and data connection to individual Vendor Stalls
 - LED Lighting appropriate for use, and with desirable color rendering index
 - Floor finish appropriate for use, with provisions for future use as a wet area
 - Ceiling Treatment – Ceiling shall be treated in an appropriate way to facilitate a wholesale sales environment
- Storage & Processing – Space allocated for the storage of palleted and boxed goods, and storage and charging of industrial equipment.
Vendor Stall space shall provide the following:
 - 3-high racking or shelving for storage of boxed goods and palleted goods
 - Charging area for industrial equipment
 - Worktable(s) for processing
 - Lighting appropriate for use
 - Hose bib(s) and/or mop sink(s)
 - Floor finish appropriate for use
 - Open ceiling
- iii. Green Plants & Tropical Plants – The primary product for this Vendor Type is potted plants, which requires a fully enclosed space with specific HVAC and lighting requirements. The following describes key elements that are specific to this Vendor Type:
 - Display & Sales Floor – Space allocated for sales and transactions.
Vendor Stall space may provide the following:
 - Signage for individual Vendor Stalls
 - Shelving for display of goods
 - Point of Sales
 - Convenience outlets per code requirements, and at all spaces to support computers and check out functions
 - Convenience outlets per code with additional outlets to support computers, check out functions, and sales activities
 - Telephone and data connection to individual Vendor Stalls
 - LED Lighting appropriate for use, and with desirable color rendering index
 - Floor finish appropriate for use, with provisions for future use as a wet area
 - Ceiling Treatment – Ceiling shall be treated in an appropriate way to facilitate a wholesale sales environment
 - Specific HVAC requirements will be necessary for this Vendor Type depending on the specific products being sold.

- Storage & Processing – Space allocated for the storage of palletized and boxed goods, and storage and charging of industrial equipment.
Vendor Stall space may provide the following:
 - 3-high racking or shelving for storage of boxed goods and palletized goods
 - Work table for processing
 - Hose bib(s) and/or mop sink(s)
 - Sanitary sewer connection and drainage
 - Charging area for industrial equipment
 - Lighting appropriate for use
 - Floor finish appropriate for use
 - Open ceiling
 - Specific HVAC requirements will be necessary for this Vendor Type depending on the specific products being sold.
- iv. Hybrid – It is anticipated that vendors will be providing a combination of good types. It is uncertain at this time which combinations will exist. Therefore, these Stalls may be designed to support any combination of the above Vendor Type as well as any other requirements that arise due to the unique hybrid nature of the vendor.
- v. Floral Center – This space shall be an area to provide for floral education and trade promotion, as well as providing small work spaces for floral designers in a “co-working” format. Primary components of the Floral Center are; Shared Work Area, Product Storage Area, and Co-working Office Area. The Floral Center shall be located near or adjacent to the Management Office, and in a way to allow for use of the large Meeting Room in conjunction with the Shared Work Area for education and trade events. It is expected that the Floral Center will be equivalent in cost per square foot to the cut flower vendor spaces.

The following describes key elements that may be incorporated into a Floral Center:

- Shared Workspace – A work area to be used in a “co-working” format by floral designers (4-8 designers) This space may provide the following:
 - Area of compartmentalized shelving to be used for storage of flowers
 - Large portable worktables
 - Floral cutters
 - Convenience outlets per code with additional outlets to support computers, and other equipment specific to this use
 - Telephone and data connections to support use
 - LED Lighting appropriate for use, and with desirable color rendering index

- Floor finish appropriate for use as wet area
 - Floor drains as appropriate for use
 - Large metal 3 compartment sink (both hot and cold water) with sprayer.
 - Hose bib(s)
 - 16' clear height minimum
 - Internal refuse area for organic, plastic and cardboard waste
 - General storage areas
- Product Storage Area – A product storage area separated approximately 10-12 different compartments to be used by floral designers. This space may provide the following:
 - Refrigerated area enclosed with combination of insulated panels, windows and doors. Doors and openings to be equipped to minimize air loss.
 - Refrigerated area to be sub-divided into approximately 10 areas for use by floral designers
 - Automatic cooler and man doors with opening protection
 - Racking and or Shelving for storage of flowers
 - Co-working Office Area – A business support space to be used by floral designers. The space may provide small office areas for approximately 10-12 floral designers in a co-officing (open office) format. This space may provide the following:
 - 10-12 office areas in an open office format. Each office area shall include but is not limited to: desk, file storage, and network, internet and phone connection(s).
 - (1) business center which shall include but is not limited to; file storage, color printer/copier, work area.
- c. Construction components - As noted above, the building may have a variety of use goals. Therefore, the interior fit-out of the common areas may be completed in a way that emphasizes functionality, flexibility, sustainability, resilience, and long lifecycle. An outline of potential acceptable materials follows.
- i. Metal panels and siding
 - ii. Metal studs and metal support systems
 - iii. Insulation (batt and rigid)
 - iv. Fire proofing and associated protection and cover
 - v. Metal windows (aluminum and steel)
 - vi. Storefronts, entrances, and curtain walls
 - vii. Glass and glazing
 - viii. Metal doors and frames
 - ix. Louvers

- x. Automatic coiling metal doors and security grilles
 - xi. Crash protection
 - xii. Plywood paneling
 - xiii. Fiber reinforced panels
 - xiv. Gypsum board partitions
 - xv. Paint and sealants
 - xvi. Other similar components or combinations of the above
- d. Protection - The Permanent Off-Site Facility may be a combination of a light industrial working environment and a wholesale marketplace. This combination of uses will require protection components. An outline of potential acceptable materials follows.
 - i. Steel bollards
 - ii. Concrete curbs
 - iii. Steel protection rails
 - iv. Miscellaneous steel protections at openings (steel angles, tubes and other shapes)
- e. Assessment - When renovation and re-use of existing building(s) occurs, the building's Interior Construction and Finishes will be assessed to determine what if any interior components should be reused. The assessment of these systems will include but is not limited to; age of existing components, conditions of improvements, serviceability of existing components, applicability to re-use program, and visual appearance.

8. Specialties and Equipment

Due to the uncertain design of the Permanent Off-Site Facility, which includes but is not limited to, the overall configuration of the building and specific layout of uses, it is not possible to prescribe specific criteria for Specialties and Equipment. The following describes potential components of these areas of the building:

- a. Building Signage
 - i. Code required signage
 - ii. Directional and business-related signage to clearly direct visitors, customers, and employees to all spaces and/or business entities in the facility.
 - iii. Identity and Promotional signage as allowed by Code to establish relevant identities of associated business entities, and the New Wholesale Flower Market as a whole.
- b. Interior specialties (see Interior Construction and Finishes)
- c. Lockers (see Interior Construction and Finishes)
- d. Storage assemblies and racking – Provide racking and storage assemblies in appropriate areas, which may include, but is not limited to, common loading,

- common maintenance areas, vendor areas, and inside of Common Refrigeration areas.
- e. Pest and bird control – Provide required pest and bird control systems to deliver a clean and useable space for vendors and a Facility that meets industry standard requirements.
 - f. Customer and vendor vehicle charging equipment –Provide vehicle charging equipment required by law,
 - g. Parking control equipment – Provide parking control as required to;
 - i. Collect and administer gate and badge related fees.
 - ii. Control access to the facility.
 - iii. Admit members of the general public as desired.
 - iv. Security grilles and gates to enhance access control.
 - h. Loading dock equipment – Provide loading dock equipment to create a fully functional, safe loading environment. This equipment may include, for each of the four loading docks, automatic dock levelers (and associated pits), dock bumpers, loading dock lights, insulated dock doors, dock seals and/or shelters, loading dock truck restraints, and other features commonly found in light industrial facilities.
 - i. When renovation and re-use of existing building(s) occurs, the buildings' Specialties and Equipment will be assessed to determine what if any of the components should be reused. The assessment of these systems will include, but is not limited to, age of existing components, serviceability of existing components, conditions of improvements, and applicability to re-use program.

9. Conveying Systems

Due to the uncertain design of the Permanent Off-Site Facility, which includes, but is not limited to, whether or not it includes a mezzanine level, it is not possible to articulate a specific program for conveying equipment. The following describes potential components and performance.

- a. Passenger elevators – Passenger elevators may be required in the buildings. All passenger elevators shall be fitted with card key and/or keypad access control by level.
 - i. Typical passenger elevators – Elevators that are industry standard to those found in a light industrial building, where use may be limited to people and not goods. Finishes and equipment shall provide performance and durability appropriate with this use. These elevators may be single or double sided.
 - ii. Goods-related passenger elevators – Industry standard elevators, which are expected to carry both passengers (general public) and goods (including goods on carts). These elevators may be single or double sided.
- b. Freight Elevators
 - i. Freight elevators for goods and industrial equipment. These elevators may be a double-sided, Class C2, 12,000 lbs- rated, clad in metal mesh

or wall panels with metal diamond plate floor. All freight elevators may be fitted with card key access control by level.

10. Fire Suppression and Fire Alarm

Due to the uncertain design of the Permanent Off-Site Facility, which includes, but is not limited to, the number of stories of the building, the quantity height, and commodity classification of the products being stored, the existing water supply and pressure, and SFFM access to the Permanent Off-site Facility, it is not possible to prescribe a specific system for the fire suppression system.

The following describes potential components and performance:

- a. Fire sprinkler – The fire sprinkler systems shall be designed to meet all NFPA 13 requirements for the occupancies, uses, and spaces designed in the building. The design of the systems shall deliver long-term flexibility to the building to the extent commercially feasible. This flexibility is envisioned to allow for the design of tenant areas to evolve over time without being overly restricted by the fire suppression systems.
- b. Storage areas (current or potential) – Shall be covered by an Early Suppression Fast Response (ESFR) system. It is assumed that all flower vendor space will be protected with an ESFR system.
- c. If the building use and existing water service trigger the requirement by SFFD or other local authority for a fire pump and tank, this complete system shall be provided.
- d. Due to their unique requirements and often limited access, urban light industrial facilities may be subject to additional SFFD requirements. Any additional requirements imposed by the SFFD or other local authority and any related to the New Wholesale Flower Market operation will be part of the Permanent Off-Site Facility. These requirements may include additional Fire Department Connections (FDC) and/or dry standpipes.
- e. Fire alarm – A fully functional and fully installed Fire alarm system including all elements of architectural support to the building.
- f. All components required to support building fit-out as outlined in Section 7 – Interior Construction and Finishes (and other parts of this Specification) are to be fully covered by the buildings Fire Suppression and Fire Alarm Systems.
- g. When renovation and re-use of existing building(s) occurs, the buildings' Fire Suppression and Fire Alarm will be assessed to determine what if any of the components should be reused. The assessment of these systems will include but is not limited to; age of existing components, serviceability of existing components, applicability to re-use program, code compliance of system, and coordination of existing infrastructure with new improvements.

The Permanent Off-Site Facility construction shall provide a complete Fire Sprinkler and Fire Alarm system. Scope of work may include, but is not limited to:

Fire Sprinkler

- a. Main fire water service(s) connection and back flow preventer(s)
- b. Fire Department Connection(s)
- c. Main Lines and Branch Lines
- d. Distribution Lines
- e. Final Fire sprinkler layout for all Base Building spaces
- f. Sizing and connections to all components of the tenant spaces.
- g. Fire tank and pump if required (including; room(s) electrical support, and generator)
- h. All other components necessary for a complete system.

Fire Alarm

- a. Main Panel
- b. Fire Control room or space as required
- c. Power and emergency battery power as required
- d. All phone/data connections as required for system
- e. All appliances required to cover scope of work
- f. Components necessary for a complete system.

11. Mechanical, Electrical and Plumbing

Due to the uncertain design of the Permanent Off-Site Facility, which includes but is not limited to the number of stories of the building and what functions are located on which stories, and the particular layout of spaces, it is not possible to prescribe specific program for Mechanical, Electrical, and Plumbing systems. All spaces containing Mechanical, Electrical, and Plumbing systems shall be designed and installed in a manner which provides adequate space for all maintenance activities. The following describes potential components and performance:

1. Mechanical – Heating Ventilation and Air Conditioning (HVAC) will be required in the building including all spaces that are classified as Mercantile by the DBI. As noted above, the building will have Code-related requirements and system design parameters, some of which are outlined below:
 - i. Meeting California Energy Code (using either prescriptive or performance methods).
 - ii. Explore passive ventilation strategies.
 - iii. Acoustic and air quality performance levels shall meet use requirements.
 - iv. Ensure long life cycle equipment selection, including proper coating to resist local marine climate caused corrosion.
 - v. An HVAC control systems link to Building Control System shall be provided.
 - vi. HVAC system selection shall be completed in concert with other building systems and with consideration to the objective above.
 - vii. HVAC systems shall be delivered to be a completely functional system.

- viii. MEP Systems shall be fully commissioned.
- ix. All systems shall be connected to the gas and electrical systems of the building in support of a multi-tenant format.

The Permanent Off-Site Facility construction shall provide a HVAC system which shall be complete and functional. Scope of work may include, but is not limited to:

- a. HVAC units (including structural support, and electrical and gas connections)
 - b. Distribution and return air duct work as required for fully functional system. Distribution duct work to supply all areas of the building. Tenant Stalls shall be provided with distribution to all internal spaces.
 - c. Distribution of HVAC systems in Common Tenant Hallway as required
 - d. Distribution of HVAC systems within Common Refrigeration Area
 - e. Control systems shall be provided, including control systems as necessary for Tenant Stalls.
 - f. Control systems required to operate the system and connect to Building Management Control System.
 - g. Other components necessary for a complete system.
2. Electrical – The building will require an electrical system, governmental agency and utility requirements and system design requirements are outlined below:
- i. Meeting California Energy Code (using either prescriptive or performance methods).
 - ii.
 - iii. Electrical system shall contain the following:
 - Appropriately sized (amperage and voltage) main service and switch
 - Appropriate number of meters to provide for both common area and individual tenant stall metering.
 - Transformers as required by use.
 - Distribution.
 - iv. Provide LED lighting throughout with full design control of specified color rendering index, as desired lighting shall simulate daylighting or other points along the color rendering spectrum.
 - v. A lighting and electrical control system to link to the building control system shall be provided. This system may optimize both the environment (indoor and exterior) as well as energy use.
 - vi. All electrical systems of the building in support of a multi-tenant format.
 - vii. If required, the rooftop solar collection system may be connected to the electrical system for complete system performance.

- viii. All wiring to appliance, outlets, and lighting is to be provided in the areas defined as Permanent Off-site Facility areas.
- ix. Emergency power shall be provided, as required by code.

The Permanent Off-Site Facility construction shall provide an electrical system which shall be complete and functional. Scope of work may include, but is not limited to;

- a. Main Connection, switch gear, meters for each tenant stall, transformers, and main panels
- b. Distribution and subpanels as required to serve all building areas
- c. Lighting, connections, and controls to serve all building areas (interior and exterior)
- d. Electrical connection of all equipment.
- e. Conveyance outlets per code and use requirements throughout building.
- f. Distribution and subpanel(s) designed to accommodate each tenant by program design.
- g. Distribution to and subpanels for the connection of all Tenant related equipment.
- h. Electrical distribution, convenience outlets, connection of equipment, and lighting at Tenant Stalls
- i. Electrical distribution, convenience outlets, convenience outlets and lighting at Tenant Hallway
- j. Electrical distribution, convenience outlets, connection of equipment, and lighting at Common Refrigeration
- k. Lighting, conveyance outlets, and connection of equipment in all exterior spaces.
- l. Lighting, conveyance outlets, and connection of equipment all areas of structured parking.
- m. Control systems required to operate the system and connect to Building Management Control System.
- n. Other components that meet industry standard for a complete system.

3. Plumbing— Plumbing system will be required in the building. As noted above, the building may have Code-related requirements and system design parameters as outlined below:

- i. Meet code requirements aimed at water use reduction
- ii. Meet SFPUC code requirements with respect to stormwater and recycled water.
- iii. Provide a system(s) that balances water use, proven technology, and user requirements.
- iv. Plumbing system may have following key components:

- Domestic cold water – Provide cold water to all common area spaces and to all flower tenant spaces.
- Domestic hot water – Provide domestic hot water to all common area functions that require hot water (i.e., bathrooms and showers). Provide domestic hot water as required in flower tenant spaces.
- Sanitary sewer – Provide complete sanitary sewer system for facility including connections to all sewer laterals, connections to common area plumbing systems, sanitary sewer drains and associated laterals to all flower vendor spaces as required for current and future use.
- Storm sewer – Provide SFPUC compliant storm sewer systems using a combination of elements to meet SFPUC requirements. These elements could include cisterns and associated infrastructure, green roofs, flow through planters, infiltration systems, and others.
- Sanitary and storm sewer systems will be kept separate on-site and joined as necessary to connect to the combined sewer system in the street.

The Permanent Off-Site Facility construction shall provide a plumbing system which shall be complete and functional. Scope of work may include, but is not limited to:

- a. Main Domestic water connection, meter, landscape water connection, recycled water connection if required.
- b. Domestic water as required for all building spaces and equipment.
- c. Fully functioning plumbing systems for all Common Area components, including but not limited to Restrooms, Showers, etc.
- d. Connection to all hose bibs and other water sources needed for cleaning and maintenance of the facility.
- e. Distribution of domestic water to each of the Tenant Stalls sized appropriately for use.
- f. Plumbing distribution, and appliances (e.g. hose bibs) and connection of equipment and refrigeration within Tenant Stalls.
- g. Plumbing distribution, and appliances (e.g. hose bibs) within Tenant Hallway.
- h. Provide fully functioning sanitary sewer system which shall include floor drainage (floor drains or trench drains) adequate for use throughout the facility including, but not limited to the following:
 - All exterior spaces
 - All areas of structured parking.
 - Common loading
 - Common hallway
 - Tenant Spaces

- Provide drain element for condensate as required for Tenant installed Refrigeration
 - i. Gas service(s) and associated meters
 - j. Gas distribution to all required equipment servicing Base Buildings.
 - k. Components necessary for a complete system.
- 4. Telcom and data and low voltage – Connection will be provided for outside service providers to the Main Point of Entry (MPOE) in a telecom/data room. Conduits and/or appropriate raceways will be provided for service providers to route cables to MPOE. Raceway (and route) to all levels of the building and to all tenant spaces will be provided. The system shall include distribution and connection of a working system to all components of the building as required by code (e.g., elevator, fire alarm). The system shall include the distribution to each tenant space in size and number to facilitate the appropriate business operations of the tenant. The systems shall include distribution to all management related spaces (offices, operations centers, etc.) in size and number to facilitate appropriate business operations.

The Permanent Off-Site Facility construction shall provide a Telecom and Data system which shall be complete and functional. Scope of work shall include but is not limited to;

- a. Main Point of Entry Room or space
 - Provide connection point to Data/Telcom infrastructure inside of each Tenant Stall.
 - Provide distribution of Data/Telcom from point of entry into Tenant Stalls to the final locations.
 - Provide connection to all building life safety systems including; Fire Alarm, security, system, elevator,
 - Provide connection to Building Management Control System.
- b. Provide a building security system including access control and video surveillance. System may include both interior and exterior areas of the facility.
- c. Components necessary for a complete system.
- d. Components necessary for supporting building fit-out as outlined in Section 7 – Interior Construction and Finishes (and other parts of this Specification).
 - e. When renovation and re-use of existing building(s) occurs, the buildings' Mechanical, Electrical and Plumbing will be assessed to determine what if any of the components should be reused. The assessment of these systems may include, but is not limited to, age of existing components, consistency of existing components, expected life span of system, serviceability of existing components, , code compliance of system, coordination of existing infrastructure with new improvements.

12. Specialized Refrigeration Mechanical Systems

It is recognized that the complete Permanent Off-Site Facility may have specialized refrigeration. This refrigeration may be located in and around the common loading area and within tenant stalls. The exact size, capacity, capability, and nature of these refrigerated spaces is not at this time known, but is estimated to comprise a significant portion of the Vendor Stalls, and in common loading areas. Scope of work may include but is not limited to:

- a. Dedicated areas and structural support for all equipment associated with the Specialized Refrigeration.
- b. Structural support of all refrigeration walls and ceilings, it is assumed that the refrigeration ceiling panels will be suspended from the structure above (e.g. roof or floor)
- c. Distribution of electrical to connect to and operate Refrigeration Systems.
- d. The complete refrigeration (and specialty heating) systems including but not limited to: walls, ceilings.

In order to increase operational and spatial efficiency, New Wholesale Flower Market refrigeration may be designed in a manner that allows for a cohesive customer experience, both viewing refrigerated display areas from ambient shopping areas via large windows, as well as shopping within refrigerated display spaces via doorways connecting to the ambient sales area. This design approach would allow for improved spatial organization and maximize operational efficiencies and product lifespan.

End

Exhibit G

Exercise Notices

Exhibit G-1

Form of City's Exercise Notice

[Planning Director Letterhead]

Kilroy Realty Corporation
100 First Street, Suite 250
San Francisco, CA 94105
Attn: Regional Vice President, SF

Re: Development Agreement by and between the City and County of San Francisco (the "City") and KR Flower Mart LLC ("Developer"), dated for reference purposes as of _____, 2019 (the "Development Agreement")

Dear Sir or Madam:

In accordance with Section ___ of the Development Agreement, we write to exercise the Permanent Off-Site Option [*or, if applicable, the Stay Option*]. Please proceed Permanent Off-Site Facility at _____ [location of Alternative Permanent Site] in accordance with the Development Agreement and proceed with the Project Variant. [*or, if Stay Option exercised: Please proceed with the Project and not the Project Variant.*]

Nothing in this letter revises or amends the Development Agreement, or results in a waiver of any rights under the Development Agreement by either Party.

Thanks for your cooperation.

Sincerely,

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
[John Rahaim], Director of Planning

By: _____
[Ken Rich], OEWD Director of Development

cc: Louise Renne, Geoffrey Spellberg, Renne Public Law Group
Richard Shapiro, Farella Braun + Martel
Adam Engelskirchen, Engelskirchen Law
Daniel Frattin, Tuija Catalano, Reuben, Junius, & Rose, LLP
Charles Sullivan, City Attorney's Office

Exhibit G-2

Form of Vendor's Stay Notice

[Renne Public Law Group Letterhead]

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

Ken Rich
OEWD Director of Development
City Hall, Rm. 448
1 Dr. Carlton B. Goodlett Pl.
San Francisco, CA 94102

Re: Development Agreement by and between the City and County of San Francisco (the "City") and KR Flower Mart LLC ("Developer"), dated for reference purposes as of _____, 2019 (the "Development Agreement")

Dear Sir or Madam:

In accordance with Article 3 of the Development Agreement, we write this on behalf of the San Francisco Flower Market Tenants' Association, an unincorporated association (the "Tenant Association"), to request that the City exercise the Stay Option under the Development Agreement.

This firm represents the Tenant Association in connection with the proposed relocation of the Flower Market resulting from the Project described in the Development Agreement. In our capacity as legal counsel, this office has reviewed all matters that we consider necessary to write this letter. Specifically, and without limiting the generality of the foregoing, we have examined:

1. The organizational documents (including the articles and bylaws) of the Tenant Association;
2. The meeting notices for the Tenant Association meeting on _____, and the Tenant Association documents attached to this letter;
3. The Development Agreement; and
4. The Tri-Party Agreement.

Based on the foregoing, we are of the opinion that that the Tenant Association is duly formed, and that at a duly noticed meeting of its members held on _____, 2019 the Tenant Association took all appropriate action to approve the resolution attached to this letter (the "Resolution"). As set forth in the Resolution, the Tenant Association requests that the City to exercise the Stay Option.

We write this letter for the benefit of the City and Developer, with the intent that the City and Developer (but no other person or entity) can rely on it for purposes of exercising the Stay Option and proceeding with the Project instead of the Project Variant.

[signature block]

Exhibit G-3

Form of Vendor's Permanent Off-Site Notice

[Renne Public Law Group Letterhead]

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

Ken Rich
OEWD Director of Development
City Hall, Rm. 448
1 Dr. Carlton B. Goodlett Pl.
San Francisco, CA 94102

Re: Development Agreement by and between the City and County of San Francisco (the "City") and KR Flower Mart LLC ("Developer"), dated for reference purposes as of _____, 2019 (the "Development Agreement")

Dear Sir or Madam:

In accordance with Article 3 of the Development Agreement, we write this on behalf of the San Francisco Flower Market Tenants' Association, an unincorporated association (the "Tenant Association"), to request that the City exercise the Permanent Off-Site Option under the Development Agreement.

This firm represents the Tenant Association in connection with the proposed relocation of the Flower Market resulting from the Project described in the Development Agreement. In our capacity as legal counsel, this office has reviewed all matters that we consider necessary to write this letter. Specifically, and without limiting the generality of the foregoing, we have examined:

1. The organizational documents (including the articles and bylaws) of the Tenant Association;
2. The meeting notices for the Tenant Association meeting on _____, and the Tenant Association documents attached to this letter;
3. The Development Agreement; and
4. The Tri-Party Agreement.

Based on the foregoing, we are of the opinion that that the Tenant Association is duly formed, and that at a duly noticed meeting of its members held on _____, 2019 the Tenant Association took all appropriate action to approve the resolution attached to this letter (the "Resolution"). As set forth in the Resolution, the Tenant Association: (1) approves the City's

exercise of the Permanent Off-Site Option; and (2) approves the Tenant Association release and indemnity in the form attached to the Resolution.

We write this letter for the benefit of the City and Developer, with the intent that the City and Developer (but no other person or entity) can rely on it for purposes of exercising the Permanent Off-Site Option and proceeding with the Project Variant.

[signature block]

Tenant Association Release and Indemnity

As contemplated by Article ____ of the development agreement between the City and County of San Francisco (the "City") and KR Flower Mart LLC ("Developer"), dated for reference purposes as of _____, 2019 (the "Development Agreement"), the Tenant Association agrees, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to provide the following release and indemnity.

Release. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Tenant Association fully releases, waives and discharges, now and forever, any and all claims, demands, rights, and causes of action and covenants not to sue the Developer, the City, and their respective agents, and all persons acting by or through each of them, for (1) entering into the Development Agreement, (2) electing the [*Stay Option or Permanent Off-Site Option*] and approving the Project without the return of the wholesale flower market at Developer's Sixth and Brannan Street project site; (3) the displacement and relocation of Flower Market vendors consistent with the Development Agreement (collectively, the "Relocation Matters").

In connection with the foregoing release, the Tenant Association acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Tenant Association acknowledges that the above release includes all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims, and that it has agreed to this release with full knowledge of this waiver and the effect of this waiver. Being fully aware of the consequences, Licensee intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect.

Indemnity. The Tenant Association agrees to indemnify, defend, reimburse, and hold the City harmless from and against any claims made by any member of the Tenant Association related to the Relocation Matters. The foregoing indemnity includes, without limitation, reasonable attorneys' and consultants' fees, investigation and remediation costs, and all other reasonable costs and expenses incurred by the indemnified parties. The Tenant Association specifically acknowledges and agrees that it has an independent obligation to defend the City from any claim that falls within this indemnity provision even if the allegation is groundless or false, which obligation arises at the time the City tenders the claim to the Tenant Association.

Survival. The above release and indemnity will survive the expiration or termination of the Development Agreement.

[add required signature blocks for the Tenant Association]

EXHIBIT H

**Phasing, with Associated Community Benefits
and Public Improvements**

Project Planning Phasing



SFFM Current Project Planning Phasing

PUBLIC BENEFITS BY PHASE

Phase 1a

Will include construction of the Blocks Building and the basement with entry and exit ramps. The Wholesale Flower Market, two-thirds of the required POPOS, the relevant TDM proposed measures, and all of the bicycle parking are planned to come on line. The public way improvements planned for Morris Street, and the adjacent portion of 5th Street are also planned for Phase 1a.

Phase 1b

Will include construction of the Market Hall Building and 12,000 sf of the on site POPOS. The relevant TDM measures will also come on line. The public way directly adjacent to the Market Hall building along 5th Street and Brannan street will be improved.

Phase 1c

Will include construction of the Gateway Building and the remainder of the POPOS on and off site. Phase 1c will also include the off-site POPOS proposed for the project. The remaining TDM measures relevant to the Gateway Building will also come on line. The public way directly adjacent to the Gateway building site will be improved in Phase 1c.

Car Share

Office Program	1:50 Office GSF	Required POPOS	Spaces
Phase 1a	1,355,363 gsf @ 1:50	27,107 sf	11
Phase 1b	351,895 gsf @ 1:50	7,038 sf	3
Phase 1c	324,907 gsf @ 1:50	6,498 sf	1
Total	2,032,165 gsf @ 1:50	40,643 sf	15

POPOS Proposed	Open to Sky (sf)	Under Cantilever with 20' - 40'-0" clc (Up to 10% Allowed) (sf)	Offsite Public Amenity (sf)	Total (sf)
Phase 1a	22,195	425	4,490	27,110
Phase 1b	4,300	7,700	0	12,000
Phase 1c	830	0	703	1,533
Overall	27,325	8,125	5,193	40,643

Bicycle Parking (see notes below)

	Class I	Class II
Phase 1a	410	86
Phase 1b	0	0
Phase 1c	0	0
Total	410	86

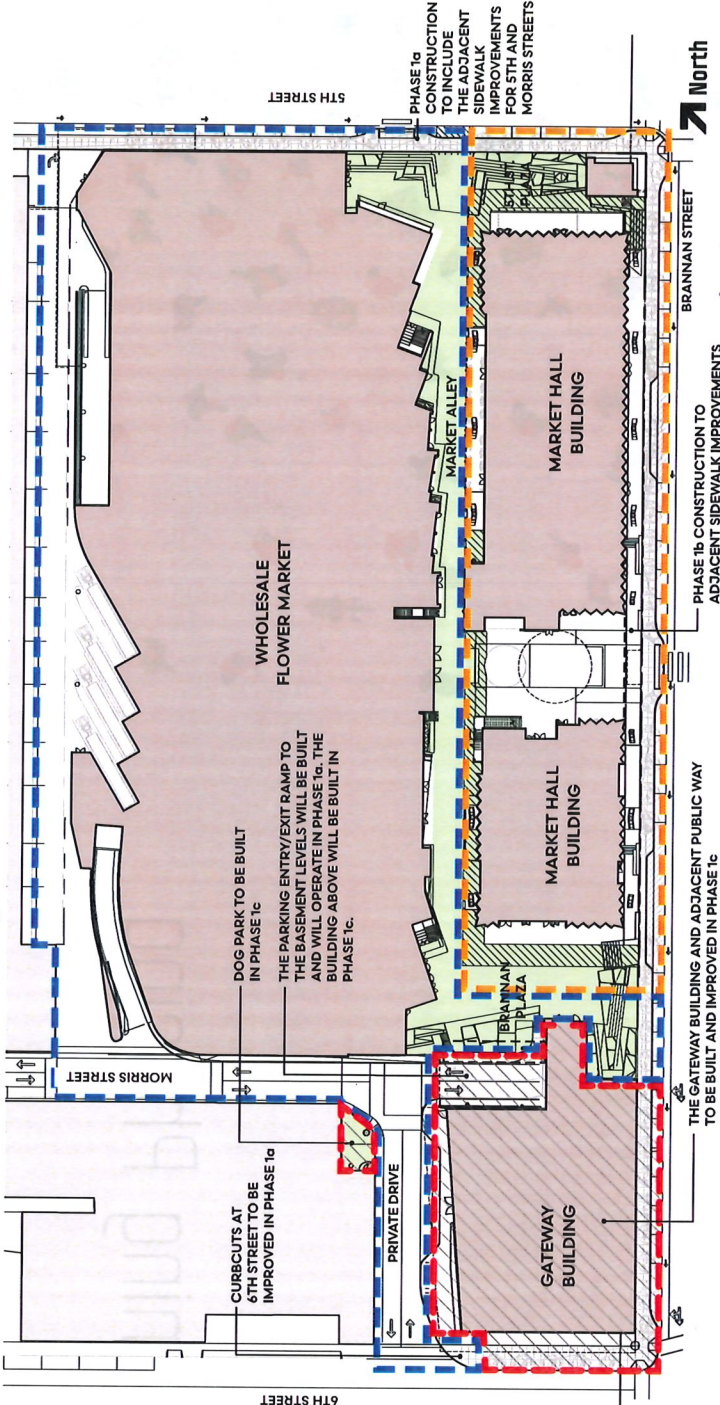
Showers & Lockers

	Showers	Lockers
Phase 1a	14	84
Phase 1b	0	0
Phase 1c	0	0
Total	14	84

Class I bike parking is located at BG-01 level (-9').
Class II bike parking will be distributed between Plaza (+3'), At-Grade (0') and BG-01 levels (-9').

LEGEND

- POPOS Open to Sky
- Building Footprint
- Context Buildings
- POPOS Under Cantilever
- Phase 1a Construction
- Phase 1b Construction
- Phase 1c Construction



KILROY

PHASE 1b CONSTRUCTION TO ADJACENT SIDEWALK IMPROVEMENTS AT 5TH AND BRANNAN STREETS

North

adamson | RCH STUDIOS ASSOCIATES ARCHITECTS

SF FLOWER MART 190610 119

SFFM Current Project Planning Phasing

TRANSPORTATION DEMAND MANAGEMENT PROGRAM PROPOSED Implementation Matrix

Measure Title	Measure Name	Option Selected	Retail Points	Office Points	PDR Points	Phase 1a Benefits	Phase 1b Benefits	Phase 1c Benefits
ACTIVE-1	Improve Walking Conditions	A	1	1		Adjacent 5th St. frontage to be developed per Better Streets Plan Option A. Morris Street frontage north of 5th St. will be improved. The Project will also be improved.	Adjacent 5th St. and Morris St. frontage to be developed per Better Streets Plan Option A.	Corner of Brannan & 6th Street at the perimeter of the Gateway Building to be developed per Better Streets Plan and Option A.
ACTIVE-2	Bicycle Parking	A	1	1	1	Required parking for Phase 1a, 1b, & 1c	N/A	N/A
ACTIVE-3	Showers and Lockers		1	1	1	Required showers and lockers for Phase 1a, 1b, & 1c	N/A	N/A
ACTIVE-4	Bike Share Membership	<1000 ft.	2	0		Will offer 1/2 the cost of membership to employees of retail that comes on line in each phase.		
ACTIVE-5A	Bike Repair Station		1	1		1 Repair Shop at 500sf to serve site including all phases.	N/A	N/A
ACTIVE-5B	Bike Maintenance Services		1	0		Will be provided as proposed to full-time retail employees in each phase.		
ACTIVE-7	Bike Valet Parking		1			Valet services will be offered as required for special events.		
C-SHARE-1	Car-share Parking	A	1	1	1	11 spaces	3 space	1 space
DELIVERY-1	Delivery Supportive Amenities		1	1		2 spaces at 200 sf each to serve site including all phases.	N/A	N/A
DELIVERY-2	Provide Delivery Services		1			Will provide delivery services as required.		
HOV-3	Vanpool Service	B (retail), G (office)	2	7		6 vanpool spaces to be provided in Phase 1a.	3 additional vanpool spaces to be provided in Phase 1b.	3 additional vanpool spaces to be provided in Phase 1c.
INFO-1	Multimodal Wayfinding Signage		1	1	1	Blocks Building related signage to be installed in Phase 1a.	Market Hall Building related signage to be installed in Phase 1b.	Gateway Building related signage to be installed in Phase 1c.
INFO-2	Real Time Transportation Information Displays		1	1	1	Blocks Building related signage to be installed in Phase 1a.	Market Hall Building related signage to be installed in Phase 1b.	Gateway Building related signage to be installed in Phase 1c.
INFO-3	Tailored Transportation Marketing Services	C (retail), B (office)	3	2		Will provide marketing materials and consultations to all new retail and office full-time employees for each phase.		
PKG-1	Unbundled Parking	D	4	4	4	Parking must be leased or sold as part of separate agreement.		
PKG-2	Short-term Daily Parking		2	2	2	Project parking will not be discounted for longer term parking.		

SFFM Project Variant 1: Without Wholesale Flower Market

PUBLIC BENEFITS BY PHASE

Phase 1a

Will include construction of the Blocks Building and the basement with entry and exit ramps. The ground floor of the Blocks Building will include the child care facility. Two-thirds of the required POPOS, the relevant TDM proposed measures, and all of the bicycle parking are planned to come on line. The bicycle parking will exceed the code minimum at 125% of code. The public way improvements planned for Morris Street and the adjacent portion of 5th Street are also planned for Phase 1a.

Phase 1b

Will include construction of the Market Hall Building and 12,000 sf of the on site POPOS. The relevant TDM measures will also come on line. The public way directly adjacent to the Market Hall building along 5th Street and Brannan street will be improved.

Phase 1c

Will include construction of the Gateway Building and the remainder of the POPOS on and off site. Phase 1c will also include the off-site POPOS proposed for the project. The remaining TDM measures relevant to the Gateway Building will also come on line. The public way directly adjacent to the Gateway building site will be improved in Phase 1c.

POPOS Required for Office Program	1:50 Office GSF	Required POPOS
Phase 1a	1,384,578 gsf @ 1:50	27,692 sf
Phase 1b	351,895 gsf @ 1:50	7,038 sf
Phase 1c	324,907 gsf @ 1:50	6,498 sf
Total	2,061,380 gsf @ 1:50	41,228 sf

POPOS Proposed	Open to Sky (sf)	Under Cantilever with 20' - 40'-0" c/c (Up to 10% Allowed) (sf)	Offsite Public Amenity (sf)	Total (sf)
Phase 1a	25,195	425	2,075	27,695
Phase 1b	4,300	7,700	0	12,000
Phase 1c	830	0	703	1,533
Overall	30,325	8,125	2,778	41,228

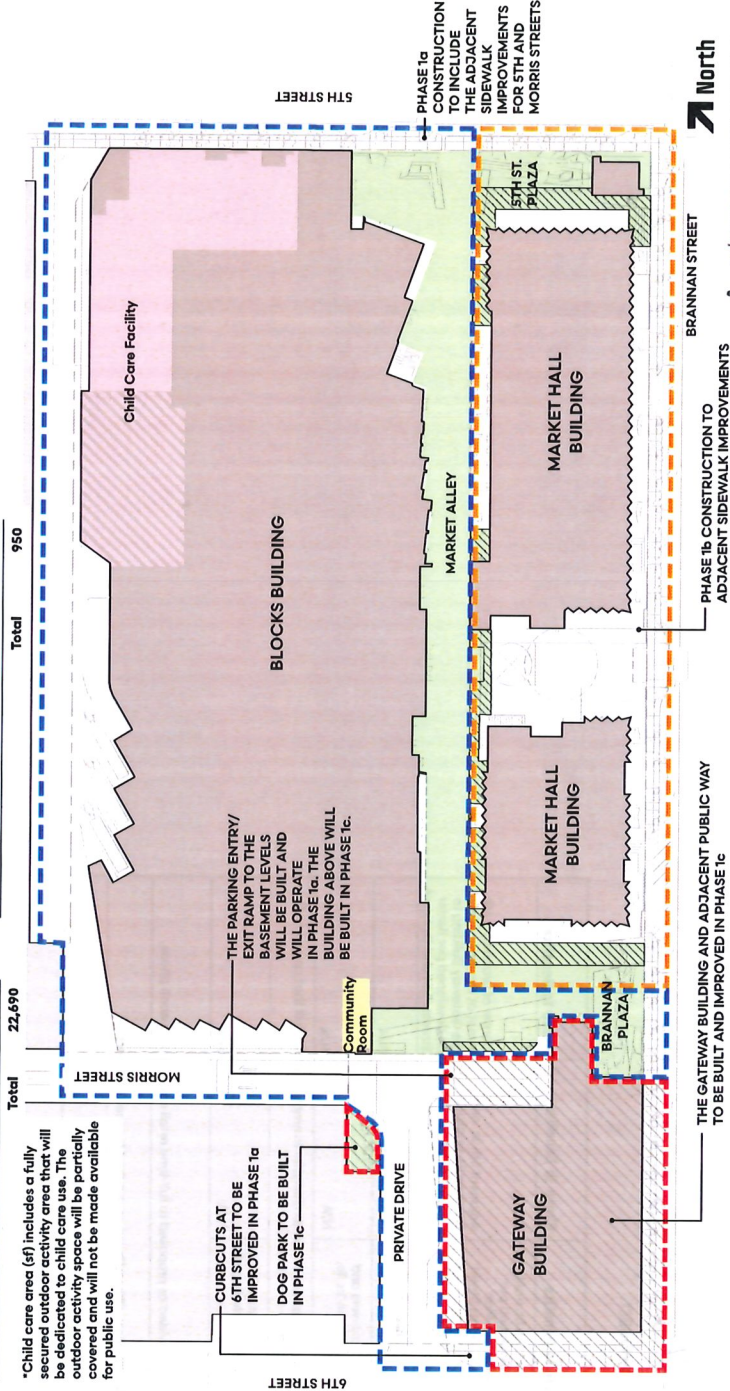
Bicycle Parking	Class I	Class II
Phase 1a	516	92
Phase 1b	0	0
Phase 1c	0	0
Total	516	92

Showers & Lockers	Showers	Lockers
Phase 1a	18	103
Phase 1b	0	0
Phase 1c	0	0
Total	18	103

Car Share	Spaces
Phase 1a	8
Phase 1b	3
Phase 1c	2
Total	13

LEGEND

- POPOS Open to Sky
- Building Footprint
- Context Buildings
- POPOS Under Cantilever
- Phase 1a Construction
- Phase 1b Construction
- Phase 1c Construction



SFFM Project Variant 1: Without Wholesale Flower Market

TRANSPORTATION DEMAND MANAGEMENT PROGRAM PROPOSED Implementation Matrix

Measure Title	Measure Name	Option Selected	Retail Points	Office Points	PDR Points	Phase 1a Benefits	Phase 1b Benefits	Phase 1c Benefits
ACTIVE-1	Improve Walking Conditions	A	1	1		Adjacent 5th St. frontage to be developed per Better Streets Plan and the northern side of the Private drive will also be improved.	Adjacent 5th St. and Brannan St. frontage to be developed per Better Streets Plan Option A.	Corner of Brannan & 6th Street at the perimeter of the Gateway Building to be developed per Better Streets Plan and Option A
ACTIVE-2	Bicycle Parking	A	1	1	1	Class 1 bicycle parking for phase 1a, 1b, and 1c will be delivered. Spaces will be provided at 125% of code	N/A	N/A
ACTIVE-3	Showers and Lockers				1	Required showers and lockers for Phase 1a, 1b, & 1c	N/A	N/A
ACTIVE-4	Bike Share Membership	<1000 ft.	2	0		Will offer 1/2 the cost of memb. to employees of retail that comes on line in each phase.		
ACTIVE-5A	Bike Repair Station		1	1		1 Repair Shop at 500sf to serve site including all phases.	N/A	N/A
ACTIVE-5B	Bike Maintenance Services		1	0		Will be provided as proposed to full-time retail employees in each phase.		
ACTIVE-7	Bike Valet Parking		1			Valet services will be offered as required for special events.		
C-SHARE-1	Car-share Parking	A	1	1	1	8 spaces	3 spaces	2 spaces
DELIVERY-1	Delivery Supportive Amenities		1	1		2 spaces at 100 sf each to serve site including all phases.	N/A	N/A
DELIVERY-2	Provide Delivery Services		1			Will provide delivery services as required.		
HOV-3	Vanpool Service	B (retail), G (office)	2	7		6 vanpool spaces to be provided in Phase 1a.	3 additional vanpool spaces to be provided in Phase 1b.	3 additional vanpool spaces to be provided in Phase 1c.
INFO-1	Multimodal Wayfinding Signage		1	1	1	Blocks Building related signage to be installed in Phase 1a.	Market Hall Building related signage to be installed in Phase 1b.	Gateway Building related signage to be installed in Phase 1c.
INFO-2	Real Time Transportation Information Displays		1	1	1	Blocks Building related signage to be installed in Phase 1a.	Market Hall Building related signage to be installed in Phase 1b.	Gateway Building related signage to be installed in Phase 1c.
INFO-3	Tailored Transportation Marketing Services	C (retail), B (office)	3	2		Will provide marketing materials and consultations to all new retail and office full-time employees for each phase.		
PKG-1	Unbundled Parking	D	4	4		Parking must be leased or sold as part of separate agreement.		
PKG-2	Short-term Daily Parking		2	2		Project parking will not be discounted for longer term parking.		

EXHIBIT I

Project Open Space and Streetscape Plan

The Project (and Project Variant) would provide the open space and streetscape improvements in general conformance with the plans approved by the Planning Commission on July 18, 2019.

EXHIBIT J

Transportation Demand Management

J.1 – Project TDM

J.2 – Project Variant TDM



TRANSPORTATION DEMAND MANAGEMENT (TDM) PROGRAM

SUPPLEMENTAL APPLICATION FOR A TDM PLAN

Revised Application - Planning Case No. 2017-000663TDM

Property Information

Project Address: 610-640 & 644-658 & 660-670 & 674-698 Brannan St., Block/Lot(s): 3778/1B, 2B, 4, 5, 47, 48
548 5th St., 149 Morris St

☐ TDM Plan Amendment

TDM Program Land Use Tables

If you are not sure of the eventual size of the project, provide the maximum estimates. Gross Floor Area and Occupied Floor Area are defined in Planning Code Section 102. Refer to page 7 of the TDM Program Standards for a list of typical land uses that fall within each of the four land use categories, A - D. If you are amending any land use, parking, and/or target points, please indicate so within the table.

Land Use Category A (Retail)	
Gross Floor Area (GFA)	204,166 sf
Occupied Floor Area (OFA)	132,708 sf
Number of Accessory Parking Spaces	136
Target Points	32 (24 with 75% grandfathering)

Land Use Category B (Office)	
Gross Floor Area (GFA)	2,032,759 sf
Occupied Floor Area (OFA)	1,947,075 sf
Number of Accessory Parking Spaces	556
Target Points	31 (23 with 75% grandfathering)

Land Use Category C (Residential)	
Gross Floor Area (GFA)	
Occupied Floor Area (OFA)	
Number of Accessory Parking Spaces	
Target Points	

Land Use Category D (Other) Wholesale Flower Market	
Gross Floor Area (GFA)	115,000 sf
Occupied Floor Area (OFA)	112,995 sf
Number of Accessory Parking Spaces	150
Target Points	3 (2 with 75% grandfathering)

TDM PLAN WORKSHEET

Category	Measure	Points	Land Use Category			
			A Retail	B Office	C Residential	D Other
ACTIVE-1	Improve Walking Conditions: Option A ; or	1	<input checked="" type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>
	Improve Walking Conditions: Option B ; or	1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>
	Improve Walking Conditions: Option C ; or	1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Improve Walking Conditions: Option D	1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ACTIVE-2	Bicycle Parking: Option A ; or	1	<input checked="" type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 1
	Bicycle Parking: Option B ; or	2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
	Bicycle Parking: Option C ; or	3	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Bicycle Parking: Option D	4	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>
ACTIVE-3	Showers and Lockers	1	<input checked="" type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 1
ACTIVE-4	Bike Share Membership: Location A ; or	1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>
	Bike Share Membership: Location B	2	<input checked="" type="checkbox"/> 2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>
ACTIVE-5A	Bicycle Repair Station	1	<input checked="" type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>
ACTIVE-5B	Bicycle Maintenance Services	1	<input checked="" type="checkbox"/> 1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>
ACTIVE-6	Fleet of Bicycles	1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ACTIVE-7	Bicycle Valet Parking	1	<input checked="" type="checkbox"/> 1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
CSHARE-1	Car-share Parking and Membership: Option A ; or	1	<input checked="" type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 1
	Car-share Parking and Membership: Option B ; or	2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
	Car-share Parking and Membership: Option C ; or	3	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
	Car-share Parking and Membership: Option D ; or	4	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>
	Car-share Parking and Membership: Option E	5	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>
DELIVERY-1	Delivery Supportive Amenities	1	<input checked="" type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DELIVERY-2	Provide Delivery Services	1	<input checked="" type="checkbox"/> 1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
FAMILY-1	Family TDM Amenities: Option A ; and/or	1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Family TDM Amenities: Option B	1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
FAMILY-2	On-site Childcare	2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
FAMILY-3	Family TDM Package	2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
HOV-1	Contributions or Incentives for Sustainable Transportation: Option A ; or	2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>
	Contributions or Incentives for Sustainable Transportation: Option B ; or	4	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>
	Contributions or Incentives for Sustainable Transportation: Option C ; or	6	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>
	Contributions or Incentives for Sustainable Transportation: Option D	8	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>

NOTES:

- A project sponsor can only receive up to 14 points between HOV-2 and HOV-3.
- Please tally the points on the next page.

Category	Measure	Points	Land Use Category			
			A Retail	B Office	C Residential	D Other
HOV-2	Shuttle Bus Service: Option A; or	7	Ⓟ	Ⓟ	Ⓟ	○
	Shuttle Bus Service: Option B	14	Ⓟ	Ⓟ	Ⓟ	○
HOV-3	Vanpool Program: Option A; or	1	Ⓟ	Ⓟ	⊘	○
	Vanpool Program: Option B; or	2	Ⓟ 2	Ⓟ	⊘	○
	Vanpool Program: Option C; or	3	Ⓟ	Ⓟ	⊘	○
	Vanpool Program: Option D; or	4	Ⓟ	Ⓟ	⊘	○
	Vanpool Program: Option E; or	5	Ⓟ	Ⓟ	⊘	○
	Vanpool Program: Option F; or	6	Ⓟ	Ⓟ	⊘	○
	Vanpool Program: Option G	7	Ⓟ	Ⓟ 7	⊘	○
INFO-1	Multimodal Wayfinding Signage	1	Ⓟ 1	Ⓟ 1	Ⓟ 1	Ⓟ
INFO-2	Real Time Transportation Information Displays	1	Ⓟ 1	Ⓟ 1	Ⓟ 1	Ⓟ
INFO-3	Tailored Transportation Marketing Services: Option A; or	1	Ⓟ	Ⓟ	Ⓟ	○
	Tailored Transportation Marketing Services: Option B; or	2	Ⓟ 3	Ⓟ	Ⓟ	○
	Tailored Transportation Marketing Services: Option C; or	3	Ⓟ	Ⓟ 2	Ⓟ	○
	Tailored Transportation Marketing Services: Option D	4	Ⓟ	Ⓟ	Ⓟ	○
LU-1	Healthy Food Retail in Underserved Area	2	Ⓟ	⊘	⊘	⊘
LU-2	On-site Affordable Housing: Option A; or	1	⊘	⊘	Ⓟ	⊘
	On-site Affordable Housing: Option B; or	2	⊘	⊘	Ⓟ	⊘
	On-site Affordable Housing: Option C; or	3	⊘	⊘	Ⓟ	⊘
	On-site Affordable Housing: Option D	4	⊘	⊘	Ⓟ	⊘
PKG-1	Unbundle Parking: Location A; or	1	Ⓟ Ⓟ	Ⓟ Ⓟ	Ⓟ Ⓟ	○
	Unbundle Parking: Location B; or	2	Ⓟ Ⓟ	Ⓟ Ⓟ	Ⓟ Ⓟ	○
	Unbundle Parking: Location C; or	3	Ⓟ Ⓟ	Ⓟ Ⓟ	Ⓟ Ⓟ	○
	Unbundle Parking: Location D; or	4	Ⓟ Ⓟ 4	Ⓟ Ⓟ 4	Ⓟ Ⓟ	○
	Unbundle Parking: Location E	5	Ⓟ Ⓟ	Ⓟ Ⓟ	Ⓟ Ⓟ	○
PKG-2	Parking Pricing	2	Ⓟ 2	Ⓟ 2	⊘	○
PKG-3	Parking Cash Out: Non-residential Tenants	2	Ⓟ	Ⓟ	⊘	○

Ⓟ = applicable to land use category.

Ⓟ = applicable to land use category, see fact sheets for further details regarding project size and/or location.

Ⓟ = applicable to land use category only if project includes some parking.

⊘ = not applicable to land use category.

○ = project sponsor can select these measures for land use category D, but will not receive points.

Land Use Category Totals

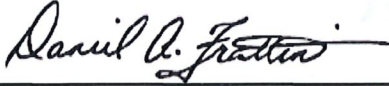
	A Retail	B Office	C Residential	D Other
Point Subtotal from Page 1:	11	6		3
Point Subtotal from Page 2:	13	17		2
Totals:	24	23		5

TDM COORDINATOR AFFIDAVIT

Planning Code Section 169.5 requires every Development Project subject to the TDM Program to maintain a TDM coordinator. The TDM coordinator's responsibilities are defined further in the Glossary of Terms of the TDM Program Standards. Please visit <http://sf-planning.org/tdm-materials-and-resources> for more information.

Under penalty of perjury the following declarations are made:

- a) The undersigned is authorized by the property owner to be the designated TDM Coordinator for the Life of the Project.
- b) The information presented is true and correct to the best of my knowledge.



Signature

Daniel A. Frattin

Name (Printed)

Agent

415-567-900

dfrattin@reubenlaw.com

Relationship to Project

Phone

Email

(i.e. Owner, Architect, etc.)

For Department Use Only

Application received by Planning Department:

By: _____

Date: _____

EXHIBIT A
TDM Strategy

SFFM TDM Strategy

June 18, 2018

Measure Title	Measure Name	Option Selected	Retail Points	Office Points	PDR Points	Measure Description	Amount required by Code	Amount required by TDM Menu	Comments
ACTIVE-1	Improve Walking Conditions	A	1	1		Option A: The property owner shall complete streetscape improvements consistent with the Better Streets Plan and any local streetscape plan so that the public right-of-way is safe, accessible, convenient and attractive to persons walking. PLUS wider sidewalk unless determined to be infeasible or undesirable by City staff AND additional sidewalk elements	Per Better Streets Plan	Better Streets Plan w/recommended sidewalk + 10 additional streetscape elements OR 5 additional elements and extend recommended sidewalk beyond project site OR 5 additional elements and 2 Safety Tools identified in the WalkFirst toolkit If the project is in a High-Injury Corridor	The scale of the project allows many opportunities to enhance the sidewalks surrounding the project. The adjacency of the POPOS area to the sidewalks will further help to achieve the goal of Active – 1.
ACTIVE-2	Bicycle Parking	A	1	1	1	Option A: The property owner to provide Class 1 and 2 bicycle parking spaces as required by the Planning Code Options B-D exceeds code significantly.	Class 1: 417 spaces 2: 107 spaces	Will provide bicycle parking as required by code per TDM Option A.	The project sponsor proposes to provide bicycle parking as required by code per TDM Option A.
ACTIVE-3	Showers and Lockers		1	1	1	The Development Project shall provide at least one shower and at least six clothes lockers for every 30 Class 1 Bicycle Parking spaces, but no fewer than the number of showers and clothes lockers that are required by the Planning Code, if any.	Office: 4 showers + 24 lockers Retail: 2 showers + 12 lockers PDR: 4 showers + 24 lockers	Showers: 417 Class 1 Spaces / 30 = 14 Lockers: 417/30 x 6 = 83	The number of showers and lockers required are dependent on the number of Class 1 bicycle parking spaces dictated by Active – 2.
ACTIVE-4	Bike Share Membership	<1000 ft.	2	0		Owner provides 1 complimentary bike share membership to each full time employee, at least once annually, for the life of the project	N/A		The project sponsor proposes to offer 1/2 the cost of a bike share membership to all full-time retail employees. The incentive will be offered for a single bike share program convenient to the project site. The financial reimbursement will be offered once a year at the start of each year to eligible full-time employees. This is not being offered to office employees. The number of eligible office employees is likely to range between 8,000 and 10,000. Offering membership to this population will create an undue cost burden to the project and to future tenants. Also, membership costs are likely to rise and cannot be anticipated over time.
ACTIVE-5A	Bike Repair Station		1	1		Include a bicycle repair station in secure location with freely accessible tools such as those for fixing a flat tire, adjusting a chain, or performing basic bicycle maintenance.	N/A	1. Repair shop will serve site, 500 sf	A bicycle repair station will be a useful amenity to the project and it's tenants.

Measure Title	Measure Name	Option Selected	Retail Points	Office Points	PDR Points	Measure Description	Amount required by Code	Amount required by TDM Menu	Comments
ACTIVE-5B	Bike Maintenance Services		1	0		The property owner shall offer bicycle maintenance services to each Dwelling Unit and/or employee at least once annually, for 40 years. If requested by the Dwelling unit and/or employee, the property owner shall pay for bicycle maintenance services minimally equivalent to the cost of one annual bicycle tune-up per Dwelling Unit and/or employee.	N/A	Will offer bicycle maintenance services to each retail program full-time employee.	Bicycle maintenance services will be a useful amenity for the project. A voucher for bicycle maintenance at a local bicycle shop convenient to the project site will be offered once a year at the start of each year to eligible full-time retail employees. Eligible retail employees will be able to request service at the selected shop through the presentation of the voucher and office ID. This is not being offered to office employees. The number of eligible office employees is likely to range between 5,000 and 10,000. Offering membership to this population will create an undue cost burden to the project and to future tenants. Also, maintenance costs are likely to rise and cannot be anticipated over time.
ACTIVE-6	Fleet of Bicycles		0	0		The Development Project shall provide a fleet of bicycles for residents, visitors, and/or employees for their use. The number of bicycles in the fleet shall be equivalent to the number of Class 2 Bicycle parking spaces required by the Planning Code with a minimum of five to be provided.	N/A		Providing a fleet of bicycles is likely to be redundant since the tenant population are likely to have their own bicycles if they are interested in biking. Also, the additional storage space required will incur excessive additional cost in the basement or a reduction of at grade public open space.
ACTIVE-7	Bike Valet Parking		1			For events with more than 1,000 attendees, owner provides bike valet service for at least 20% of attendees	N/A	Hire bicycle valet operator for special events.	Bicycle valet parking for special events will be a helpful service to maintain ease of access to the site at busy times.

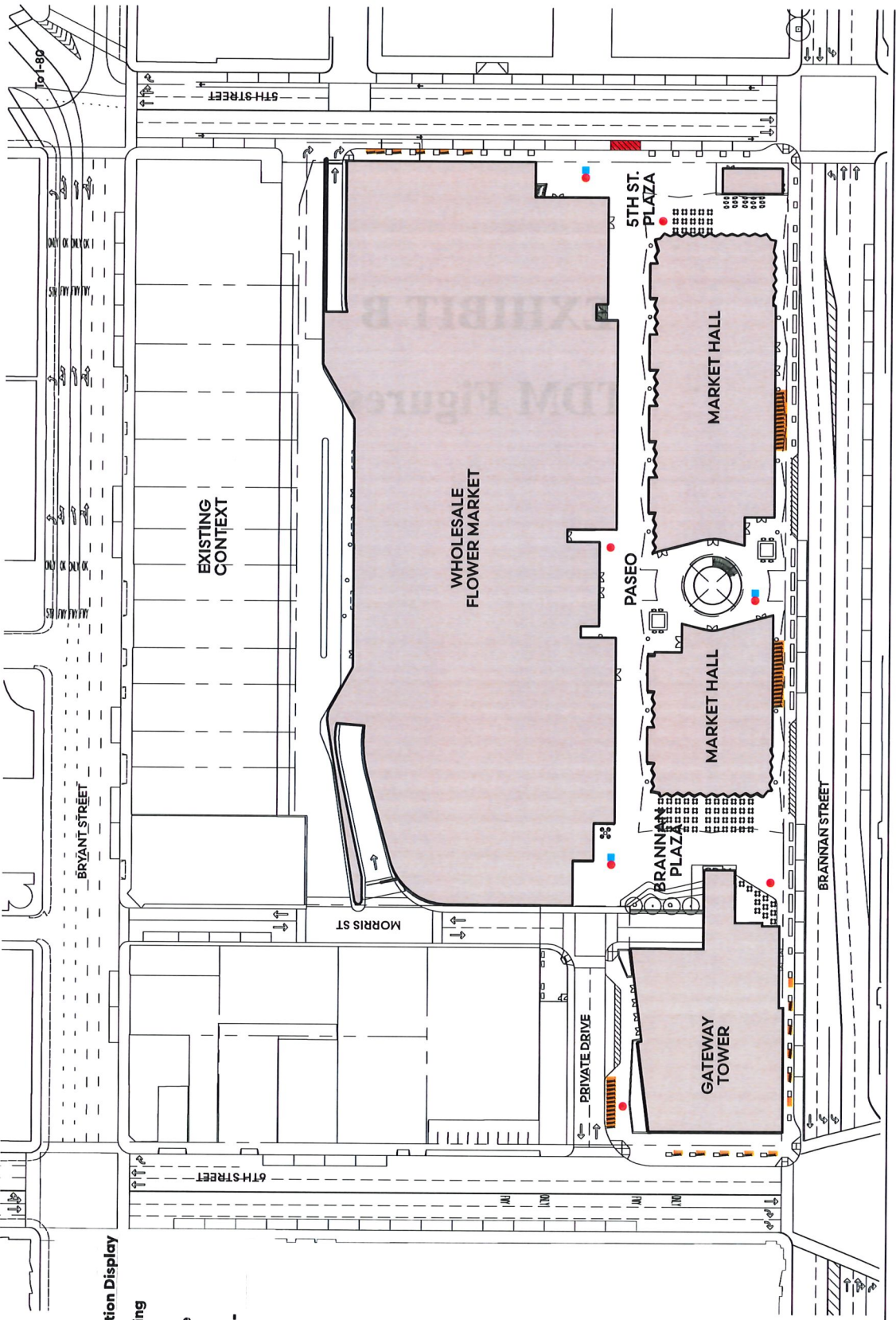
Measure Title	Measure Name	Option Selected	Retail Points	Office Points	PDR Points	Measure Description	Amount required by Code	Amount required by TDM Menu	Comments
CSHARE-1	Car-share Parking	A	1	1	1	Option A: The property owner to provide car-share parking as required by Planning code. Option B: Exceed code significantly and in some cases, requires the property owner to set-up and manage a car-share membership system.	17 spaces	To meet code	All project off-street parking is located in the project basement. Due to the high construction cost of the basement, parking in excess of other revenue generating program will put a large strain on project resources. Additionally, adding greater than 17 car share spaces encourages more automobile traffic to the site, and the project sponsor's goal is to promote pedestrian traffic to the site by way of transit, bicycle, and vanpool trips.
DELIVERY-1	Delivery Supportive Amenities		1	1		The Development Project shall facilitate delivery services by providing an area for receipt of deliveries that offers one of the following: (1) clothes lockers for delivery services; (2) temporary storage for package deliveries, laundry deliveries, and other deliveries, or (3) providing temporary refrigeration for grocery deliveries, and/or including other delivery supportive measures as proposed by the property owner that may reduce Vehicle Miles Traveled by reducing the number of trips that may otherwise have been by single occupancy vehicle.	N/A	2 spaces to serve site. Assume 400 sf at grade. Will require at least 2 full time employee to accept and guard deliveries.	Delivery supportive amenities will be a useful amenity to the project.
DELIVERY-2	Provide Delivery Services		1			The property owner shall provide delivery services on foot, by bicycle or delivery vehicle.	N/A	Will require at least 2 full time employees for coordination and delivery, vehicle(s) and maintenance of vehicles-or- hire outside vendor to manage.	Delivery services will provide support to the project retailers and help connect the project to the neighborhood.
FAMILY-1	Family Amenities					Option A: Provide storage for carseats, strollers, cargo bicycles or other large bicycles. Measure B: Provide 1 shopping cart for every 10 units and 1 cargo bicycle for every 20 units.	N/A	N/A	Not applicable to this project
FAMILY-2	On-site Childcare		0	0		Provide on-site childcare to reduce traffic between homes, childcare facilities and workplaces.	N/A		Though the project sponsor would like to offer spaces for childcare, the space requirements at grade are onerous and will compete with the substantial requirements of the Wholesale Flower Market. It will also compete with on-site POPOS, which will serve as a neighborhood amenity.
FAMILY-3	Family TDM Package					The property owner shall include Carshare-1 option D or E AND Family TDM Amenities 1 and 2.	N/A		Not applicable to this project
HOV-1	Contributions or Incentives for Sustainable Transportation		0	0		The project owner shall offer contributions equal to the cost of 25, 50, 75, or 100% of a monthly MUNI or "M" pass or the equivalent value in e-cash loaded onto a Clipper Card to each employee or dwelling unit for the life of the project.	N/A		Offering MUNI membership to all full time employees on site will be an undue cost burden to the project. The number of eligible employees is likely to range between 8,000 and 10,000. Also, membership costs are likely to rise and cannot be anticipated over time.

Measure Title	Measure Name	Option Selected	Retail Points	Office Points	PDR Points	Measure Description	Amount required by Code	Amount required by TDM Menu	Comments
HOV-2	Shuttle Bus Service		0	0		The Development Project shall provide local shuttle service. The local shuttles will primarily provide service between the project site and regional transit hubs, commercial centers, and/or residential areas. Local shuttle service shall be provided free of charge to residents, tenants (employees), and guests. Shuttle stop locations shall be posted with shuttle schedules (or frequency and hours). Option A: Provide 15 minute headways during peak hours and 30 minute off-peak Option B: Provide 7.5 minute headways during peak hours and 30 minute off-peak N/A			The project sponsor is very interested in offering shuttle bus service. This would be a useful amenity for the project and its future tenants. However, the SFRMA has said that they are not supportive of shuttle bus service in this neighborhood. Therefore, shuttle bus service is likely to be excluded from TDM in the Central SoMa Plan.
HOV-3	Vanpool Service	B, G	2	7		For Development Projects with at least 25 employees, the property owner shall implement an employer or building manager-sponsored Vanpool, coordinated by the Development Project's TDM coordinator. The Vanpool will primarily provide service between the project site and locations where Vanpool users live. The property owner shall purchase or lease vans for employee use and pay for mileage and maintenance of the vehicles. Vanpool service shall not replicate Muni transit service. N/A		Will require vehicles, vehicle maintenance and parking for enough vans to support user commute.	Vanpool service will be a useful amenity for the project and is likely to be highly utilized by future tenants.
INFO-1	Multimodal Wayfinding Signage		1	1	1	The Development Project shall provide multimodal wayfinding signage that can withstand either elements (e.g., wind, rain) in key locations. That is, the signs shall be located externally and/or internally so that the residents, tenants, employees and visitors are directed to transportation services and infrastructure, including: 1) transit, 2) bike share, 3) car-share parking, 4) bicycle parking and amenities (including repair stations and fleets), 5) showers and lockers, 6) tail stands, 7) shuttle/carpool/Vanpool pick-up/drop-off locations. Wayfinding signage shall meet City standards for any on-street wayfinding signage, in particular for bicycle and car-share parking, and shall meet best practices for any interior wayfinding. N/A		Can be designed as part of general on-site wayfinding signage.	This is easily incorporated into signage that will be needed for the project. It is especially useful considering the proximity to the future Central SoMa line, Caltrain, and local bus stops.
INFO-2	Real Time Transportation Information Displays		1	1	1	Provide real time transportation information on displays in prominent locations throughout the project site. N/A		Will be designed to serve entire site. Assume 3 locations	This is easily incorporated into signage that will be needed for the project. It is especially useful considering the proximity to the future Central SoMa line, Caltrain, and local bus stops.

Measure Title	Measure Name	Option Selected	Retail Points	Office Points	PDR Points	Measure Description	Amount required by Code	Amount required by TDM Menu	Comments
INFO-3	Tailored Transportation Marketing Services	B, C	3	2		<p>OPTION B: Provide individualized, tailored marketing and communication campaigns to encourage use of sustainable transportation modes, including promotions and welcome packets AND personal consultation for each new resident/employee AND a request for a commitment to try new transportation options. A commitment could include a pledge, for example, to try transit, carpooling, bicycling, walking, etc. within the first month of moving to or beginning employment at the project site.</p> <p>OPTION C: Provide all of Option B AND Provide one-time financial incentives at least equivalent to 25 percent of the cost of a monthly Muni only "M" pass, or equivalent value in e-cash loaded onto a Clipper Card, per employee.</p> <p>- enroll tenants in a trip tracking app</p> <p>provide employers with access to an expert consultant for help in developing new policies.</p>	N/A	<p>Option B: Provide individualized, tailored marketing and communication campaigns with personal consultations for each new employee and Option C: Add financial incentives to all required by Option B.</p>	<p>Tailored Marketing Services will be a useful amenity for the project. The financial incentive will be offered to retail full-time employees in the form of a financial reimbursement for 25% of the cost of a Muni "M" pass only. The financial incentive will be restricted to retail employees. The office employee population size is likely to create a demand that will strain project resources and put an undue burden on the project and on future tenants. This strain will be even greater as Muni costs are likely to rise over time at a rate that cannot be foreseen.</p>
LU-1	Healthy food Retail in Underserved Area					<p>For Development Projects located in an underserved neighborhood, as determined by Healthy Retail SF, the property owner shall demonstrate the availability of healthy food, as determined by the Healthy Retail SF program.</p>	N/A		Not applicable in this neighborhood.
LU-2	On-site Affordable Housing					<p>The Development Project shall include on-site Affordable Housing, as defined in Planning Code Section 4151, as research indicates that Affordable Housing units generate fewer vehicle trips than market-rate housing units.</p>	N/A		Not applicable to this project.

Measure Title	Measure Name	Option Selected	Retail Points	Office Points	PDR Points	Measure Description	Amount required by Code	Amount required by TDM Menu	Comments
PKG-1	Unbundled Parking	D	4	4		All Accessory Parking spaces shall be leased or sold separately from the rental or purchase fees for use for the Life of the Development Project, so that residents or tenants have the option of renting or buying a parking space at an additional cost, and would, thus, experience a cost savings if they opt not to rent or purchase parking.	N/A	Parking agreement must be leased or sold as part of a separate agreement.	Project parking can be unbundled and leased under separate agreements.
PKG-2	Short Term Daily Parking Provision		2	2		Parking rates or passes must be daily. No weekly, monthly, or annual parking passes	Required by code section 155(g).	Parking rates will be restricted to short term daily parking rates as required by code.	Project parking will not be discounted for longer term parking.
PKG-3	Parking Cash-out		0	0		Any tenant employer that subsidizes parking for its employees shall provide all employees with a choice of forgoing any subsidized/free parking for a cash payment equivalent to the cost of the parking space to the employer. Employers shall promote the program to all employees eligible to receive parking at a subsidized level.	N/A		The project sponsor is declining this option. Offering parking cash-out will be an undue cost burden to the project.
PKG-4	Parking Supply					The Development Project shall provide off-street private vehicular parking (Accessory Parking) in an amount no greater than the off-street parking rate for the neighborhood (neighborhood parking rate), based on the transportation analysis zone for the project site.	N/A		Not applicable to this project. The number of parking spaces permitted by code substantially exceeds the maximum allowed to receive points.
Total Points Achieved			24	23	5				
Points Required at 100%			32	31	3				
Points Required at 75%			24	23	2				

EXHIBIT B
TDM Figures



- LEGEND**
- Real-time Transportation Display
 - Multi-Modal Wayfinding
 - Proposed Class II Bike Parking at grade. Additional Spaces Located in Basement - See B1 Level Plan.

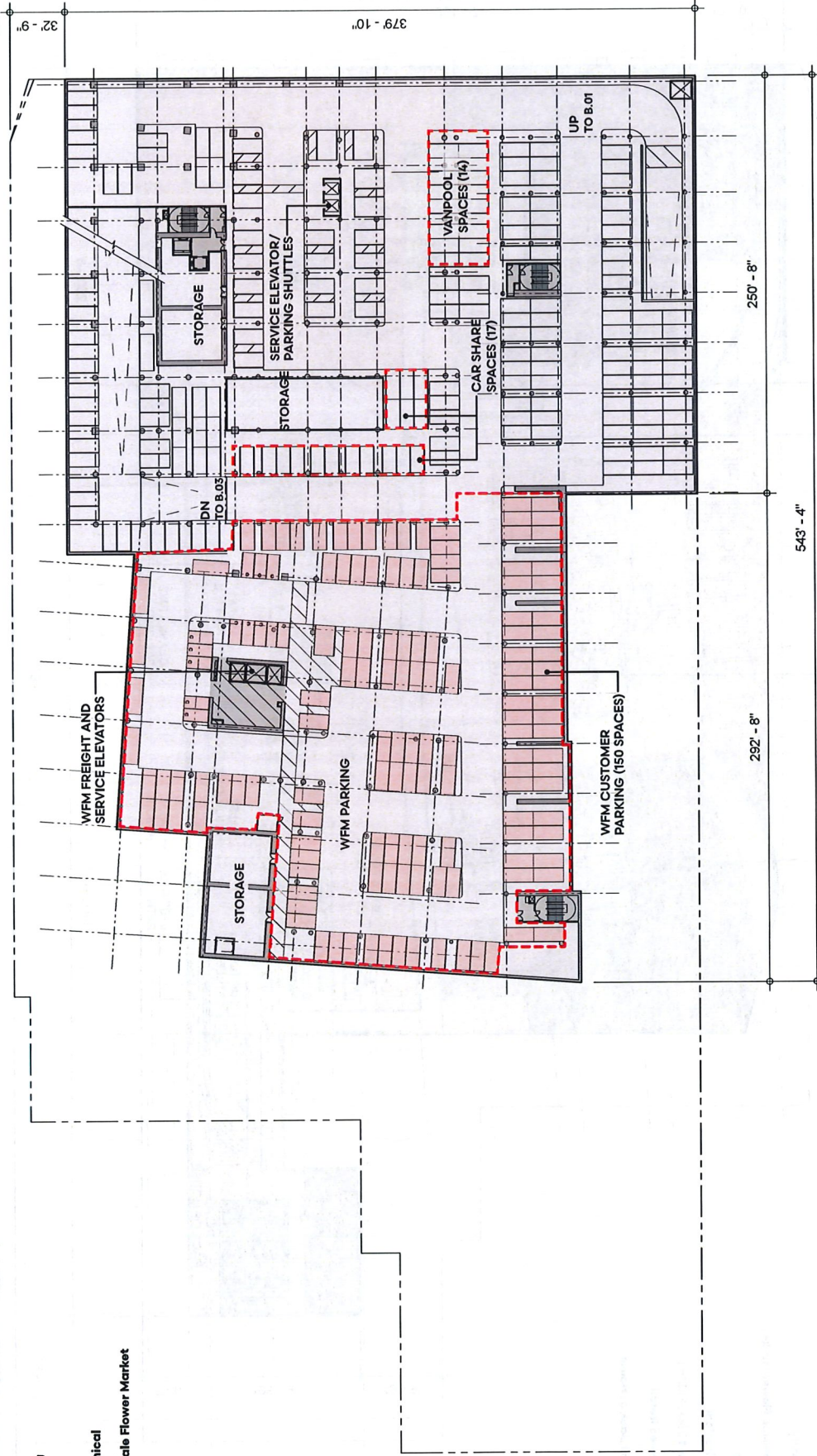
SITE PLAN

N.T.S.

KILROY

LEGEND

- Parking
- Core
- Mechanical
- Wholesale Flower Market



B2 BASEMENT PARKING

1" = 60'-0"

KILROY





1" = 60'-0"

A adamson | RCH STUDIOS
ASSOCIATES ARCHITECTS
SF FLOWER MART 180615 18

LEGEND

Wholesale Flower Market

Amenity

Retail

Core

Lobby

Food Hall

Potential Micro Retailer

Size and distribution may vary depending on future tenant needs
15 Required on site

NO SEMI TRUCK ACCESS FROM BRYANT
SIGNAGE ABOVE FOR LOADING ACCESS ONLY

DELIVERY RECEIVING & PICK UP

SEMI TRUCK SITE ACCESS AT PRIVATE DRIVE ONLY

PRIVATE DRIVE

GATEWAY BUILDING

BRANNAN PLAZA

PASEO

WHOLESALE FLOWER MARKET

DELIVERY RECEIVING & PICK UP

5TH ST. PLAZA

MARKET HALL
WILL INCLUDE UP TO 20 MICRO RETAILERS

SERVICE LANE
EXIT ONLY

SHARED SERVICE DRIVE (ONE-WAY)

MORRIS STREET

6TH STREET

5TH STREET

190' - 2"

59' - 5"

142' - 0"

25' - 5"

298' - 8"

62' - 9"

148' - 8"

104' - 6"

174' - 11"

15' - 0"

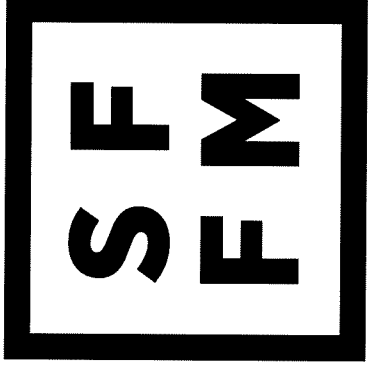
BRANNAN STREET



GROUND FLOOR PLAN

1" = 60'-0"

KILROY



SAN FRANCISCO FLOWER MART

SFFM TDM for Project Variant
April 10, 2019

PROJECT VARIANT 1: WITHOUT FLOWER MART (BLOCKS BUILDING GROUND FLOOR ALTERNATIVE)

TDM Points, Program, and Quantities

TRANSPORTATION DEMAND MANAGEMENT PROGRAM

TDM PROGRAM POINTS REQUIRED (75% of Required)				Current Project Planning	Project Variant w/o WFM
Retail				24	24
Office				23	23
PDR				2	2
PERMITTED PARKING					
Program	gfa	ofa			Spaces
Retail	90,976	53,920	1:1500 gfa		61
Office	2,061,380	1,997,829	1:3500 ofa		571
			Subtotal		632
CAR SHARE					
Total Required					Spaces 13
VANPOOL					
Total Proposed					Spaces 12
			Spaces Total		657
BICYCLE PARKING					
ACTIVE-2, OPTION A	Class I	Class II			
		407			86
SHOWERS & LOCKERS					
ACTIVE-3	Showers	Lockers			
		14			84
BICYCLE REPAIR STATION					
					Locations
500 SF					2
DELIVERY SUPPORTIVE AMENITIES					
					Locations
100 SF					2

Measure Title	Measure Name	Option Selected	Retail Points	Office Points	PDR Points	Provided to Meet TDM
ACTIVE-1	Improve Walking Conditions	A	1	1		Better Streets Plan w/ recommended sidewalk (does not align with SFMTA) + 10 additional streetscape elements.
ACTIVE-2	Bicycle Parking	A	1	1	1	Will provide bicycle parking as required by code per TDM Option A. See Ground Floor Plan.
ACTIVE-3	Showers and Lockers		1	1	1	Will provide showers and lockers per PM program requirements. See Ground Floor Plan.
ACTIVE-4	Bike Share Membership	<1000 ft.	2	0		Will offer 1/2 the cost of a bike share membership to all full-time retail employees. The incentive will be offered for a single bike share membership to all full-time employees at the project site. The financial reimbursement will be offered once a year at the start of each year to eligible full-time employees.
ACTIVE-5A	Bike Repair Station		1	1		2 Repair shops for employee use. See Ground Floor Plan.
ACTIVE-5B	Bike Maintenance Services		1	0		Eligible retail employees will be able to request service at the selected shop through the presentation of the voucher and office ID.
ACTIVE-7	Bike Valet Parking		1			Will require hiring service for special events.
CSHARE-1	Car-share Parking	A	1	1	1	Will provide car-share parking as required by code per TDM Option A. See B1 Basement Parking Plan.
DELIVERY-1	Delivery Supportive Amenities		1	1		See Ground Floor Plan.
DELIVERY-2	Provide Delivery Services		1			Will provide.
HOV-3	Vanpool Service	B (retail), G (office)	2	7		Will provide 12 Vanpool parking spots to be shared among permitted parking spaces. See B1 Basement Parking Plan.
INFO-1	Multimodal Wayfinding Signage		1	1	1	Will be incorporated into project wayfinding signage. See Ground Floor Plan for general locations.
INFO-2	Real Time Transportation Information Displays		1	1	1	
INFO-3	Tailored Transportation Marketing Services	C (retail), B (office)	3	2		

Measure Title	Measure Name	Option Selected	Retail Points	Office Points	PDR Points	Provided to Meet TDM
INFO-2	Real Time Transportation Information Displays		1	1	1	Will provide 3 locations. See Ground Floor Plan for general locations.
INFO-3	Tailored Transportation Marketing Services	C (retail), B (office)	3	2		Will provide marketing materials and consultations to all new retail and office full-time employees. The financial incentive will be offered to retail full-time employees in the form of a 25% reimbursement of the cost of a Muni "M" pass only.
PKG-1	Unbundled Parking	D	4	4		Parking must be leased or sold as part of separate agreement.
PKG-2	Short-term Daily Parking		2	2		Project parking will not be discounted for longer term parking.
	Total Points to be Achieved		24	23	5	
	Points Required at 100%		32	31	3	
	Points Required at 75%		24	23	2	

B1 Level Basement - Car Share and Vanpool Parking Locations



PROJECT VARIANT 1: WITHOUT FLOWER MART (BLOCKS BUILDING GROUND FLOOR ALTERNATIVE)

TDM Amenity Locations at Street Level

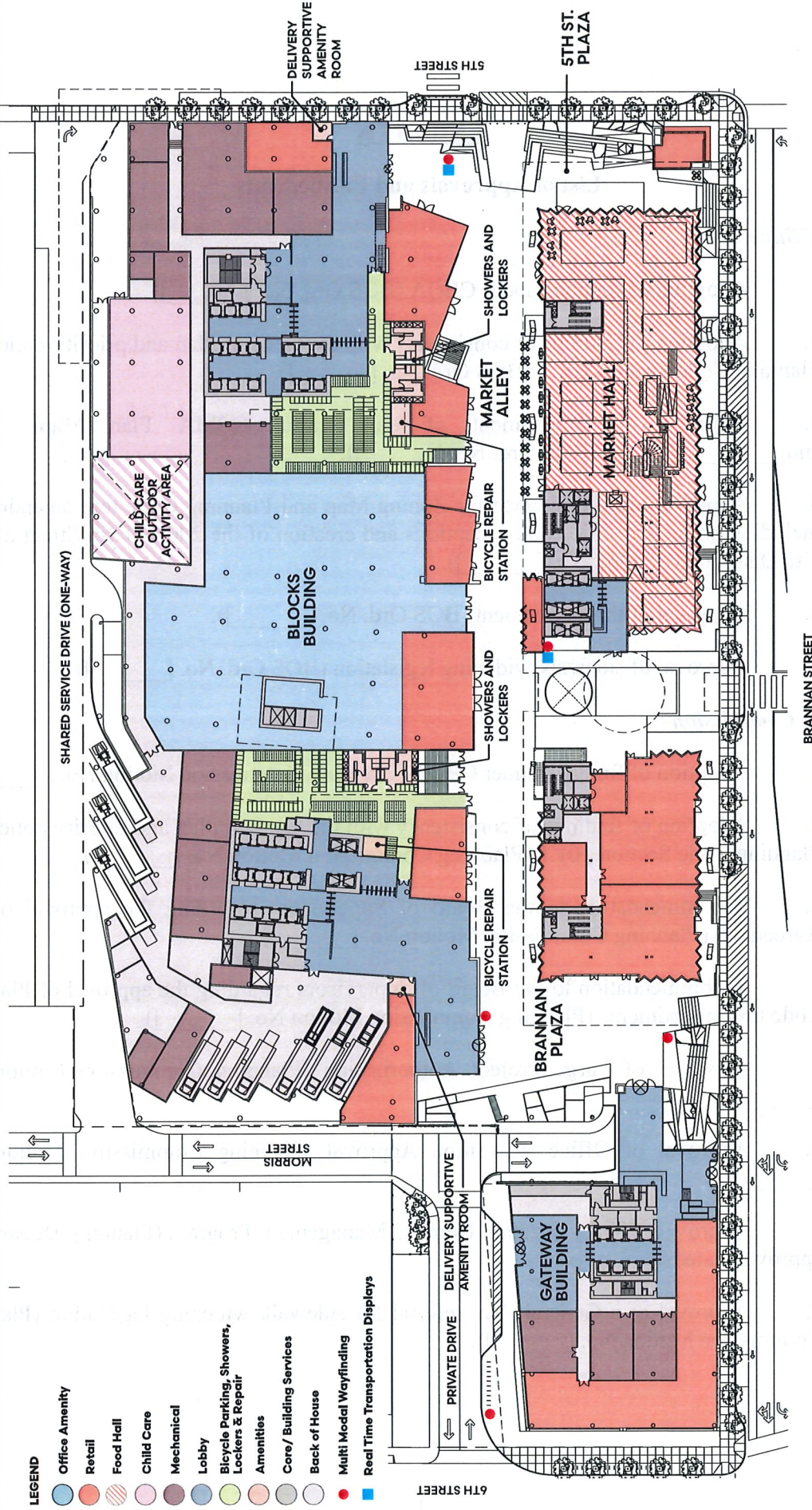


EXHIBIT K

List of Approvals and Entitlements

Board of Supervisors

1. Adoption of findings under CEQA (BOS Ord. No. [____]).
2. Adoption of findings of consistency with the General Plan and priority policies of Planning Code Section 101.1 (BOS Ord. No. [____]).
3. Approval of amendment of the Central SOMA Plan Maps _____ and _____ (BOS Ord. No. [____]).
4. Approval of an ordinance for Zoning Map and Planning Code text amendments, including project-specific code exceptions and creation of the 2000 Marin Street Special Use District (BOS Ord. No. [____]).
5. Approval of this Agreement (BOS Ord. No. [____]).
6. Approval of sidewalk widening legislation (BOS Ord. No. [____]).

Planning Commission

1. Adoption of findings under CEQA (Planning Commission Motion No. [____]).
2. Adoption of findings of consistency with the General Plan and priority policies of Planning Code Section 101.1 (Planning Commission Motion No. [____]).
3. Recommendation to the Board of Supervisors regarding the approval of this Agreement (Planning Commission Motion No. [____]).
4. Recommendation to the Board of Supervisors regarding the approval of Planning Code text amendments (Planning Commission Motion No. [____]).
5. Approval of Large Project Authorization (Planning Commission Motion No. [____]).
6. Approval of Office Allocation Approval (Planning Commission Motion No. [____]).
7. Approval of Transportation Demand Management Program (Planning Department approval, dated [____]).
8. Approval of a General Plan referral for sidewalk widening legislation (Planning Commission Motion No. [____]).

EXHIBIT L

MMRP

MITIGATION MEASURES

Cultural Resources

Project Mitigation Measure 1: Documentation of Historical Resource(s) [Implementing Central SoMa Plan PEIR Mitigation Measure M-CP-1b]. The project sponsor shall undertake historical documentation prior to the issuance of demolition or site permits. To document the buildings more effectively, the sponsor shall prepare Historic American Buildings Survey (HABS)-level photographs and an accompanying HABS Historical Report, which shall be maintained on site, as well as in the appropriate repositories, including but not limited to, the San Francisco Planning Department, San Francisco Architectural Heritage, the San Francisco Public Library, and the Northwest Information Center. The contents of the report shall include an architectural description, historical context, and statement of significance, per HABS reporting standards. The documentation shall be undertaken by a qualified professional who meets the standards for history, architectural history, or architecture (as appropriate), as set forth by the Secretary of the Interior's Professional Qualification Standards (36 Code of Federal Regulations, Part 61). HABS documentation shall provide the appropriate level of visual documentation and written narrative based on the importance of the resource (types of visual documentation typically range from producing a sketch plan to developing measured drawings and view camera (4x5) black and white photographs). The appropriate level of HABS documentation and written narrative shall be determined by the Planning Department's Preservation staff. The report shall be reviewed by the Planning Department's Preservation staff for completeness. In certain instances, Department Preservation staff may request HABS-level photography, a historical report, and/or measured architectural drawings of the existing building(s).

Project Mitigation Measure 2: Oral Histories [Implementing Central SoMa Plan PEIR Mitigation Measure M-CP-1c]. The project sponsor shall undertake an oral history project prior to demolition or adverse alteration of the resource that includes interviews of people such as residents, past owners, or former employees. The project shall be conducted by a professional historian in conformance with the Oral History Association's Principles and Standards (http://alpha.dickinson.edu/oha/pub_eg.html). In addition to transcripts of the interviews, the oral history project shall include a narrative project summary report containing an introduction to the project, a methodology description, and brief summaries of each conducted interview. Copies of the completed oral history project shall be submitted to the San Francisco Public Library, Planning Department, or other interested historical institutions.

Project Mitigation Measure 3: Interpretive Program [Implementing Central SoMa Plan PEIR Mitigation Measure M-CP-1d]. The project sponsor shall work with Department Preservation staff or other qualified professional to institute an interpretive program on site that references the property's history and the contribution of the historical resource to the broader neighborhood or historic district. An example of an interpretive program is the creation of historical exhibits, incorporating a display featuring historic photos of the affected resource and a description of its

historical significance, in a publicly accessible location on the project site. This may include a website or publicly-accessible display. The contents of the interpretative program shall be determined by the Planning Department Preservation staff. The development of the interpretive displays should be overseen by a qualified professional who meets the standards for history, architectural history, or architecture (as appropriate) set forth by the *Secretary of the Interior's Professional Qualification Standards* (36 Code of Federal Regulations, Part 61). An outline of the format, location and content of the interpretive displays shall be reviewed and approved by the San Francisco Planning Department's Preservation staff prior to issuance of a demolition permit or site permit. The format, location and content of the interpretive displays must be finalized prior to issuance of any Building Permits for the project.

Project Mitigation Measure 4: Video Recordation [Implementing Central SoMa Plan PEIR Mitigation Measure M-CP-1e]. The project sponsor shall work with Department Preservation staff or other qualified professional, to undertake video documentation of the affected historical resource and its setting. The documentation shall be conducted by a professional videographer, preferably one with experience recording architectural resources. The documentation shall be narrated by a qualified professional who meets the standards for history, architectural history, or architecture (as appropriate), as set forth by the Secretary of the Interior's Professional Qualification Standards (36 Code of Federal Regulations, Part 61). The documentation shall use visuals in combination with narration about the materials, construction methods, current condition, historic use, and historic context of the historical resource.

Archival copies of the video documentation shall be submitted to the Planning Department, and to repositories including but not limited to the San Francisco Public Library, Northwest Information Center, and California Historical Society. This mitigation measure would supplement the traditional HABS documentation, and would enhance the collection of reference materials that would be available to the public and inform future research.

The video documentation shall be reviewed and approved by the San Francisco Planning Department's Preservation staff prior to issuance of a demolition permit or site permit or issuance of any Building Permits for the project.

Project Mitigation Measure 5: Protect Historical Resources from Adjacent Construction Activities [Implementing Central SoMa Plan PEIR Mitigation Measure M-CP-3a]. Two historical resources located within 100 feet of the project site have been identified—563–565 Sixth Street and 701 Bryant Street. As these historical resources could be adversely affected by construction-related activities on the project site, the project sponsor shall incorporate into construction specifications for the proposed project a requirement that the construction contractor(s) use all feasible means to avoid damage to adjacent and nearby historic buildings. Such methods may include maintaining a safe distance between the construction site and the historic buildings (as identified by the Planning Department Preservation staff), using construction techniques that reduce vibration (such as using concrete saws instead of jackhammers or hoe-rams to open excavation trenches, the use of non-vibratory rollers, and hand excavation), appropriate excavation shoring methods to prevent movement of adjacent structures, and providing adequate security to minimize risks of vandalism and fire. No measures need be applied if no vibratory equipment would be employed or if there are no historic buildings within 100 feet of the project site.

Project Mitigation Measure 6: Construction Monitoring Program for Historical Resources [Implementing Central SoMa Plan PEIR Mitigation Measure M-CP-3b]. For those historical resources identified in PEIR Mitigation Measure M-CP-3a, including 563–565 Sixth Street and 701 Bryant Street, and where heavy equipment would be used on a subsequent development project, the project sponsor of such a project shall undertake a monitoring program to minimize damage to historic buildings and to ensure that any such damage is documented and repaired. The monitoring program, which shall apply within 100 feet where pile driving would be used and within 25 feet otherwise, shall include the following components, subject to access being granted by the owner(s) of adjacent properties, where applicable. Prior to the start of any ground-disturbing activity, the project sponsor shall engage a historic architect or qualified historic preservation professional to undertake a pre-construction survey of historical resource(s) identified by the San Francisco Planning Department within 125 feet of planned construction to document and photograph the buildings' existing conditions. Based on the construction and condition of the resource(s), the consultant shall also establish a standard maximum vibration level that shall not be exceeded at each building, based on existing condition, character-defining features, soils conditions, and anticipated construction practices (a common standard is 0.2 inch per second, peak particle velocity). To ensure that vibration levels do not exceed the established standard, the project sponsor shall monitor vibration levels at each structure and shall prohibit vibratory construction activities that generate vibration levels in excess of the standard. Should owner permission not be granted, the project sponsor shall employ alternative methods of vibration monitoring in areas under control of the project sponsor.

Should vibration levels be observed in excess of the standard, construction shall be halted and alternative construction techniques put in practice, to the extent feasible. (For example, pre-drilled piles could be substituted for driven piles, if feasible based on soils conditions; smaller, lighter equipment might be able to be used in some cases.) The consultant shall conduct regular periodic inspections of each building during ground-disturbing activity on the project site. Should damage to either building occur, the building(s) shall be remediated to its pre-construction condition at the conclusion of ground-disturbing activity on the site.

Project Mitigation Measure 7: Archeological Testing, Monitoring, Data Recovery, Accidental Discovery and Reporting [Implementing Central SoMa Plan PEIR Mitigation Measure M-CP-4a]. As part of project implementation of Central SoMa Plan PEIR Mitigation Measure M-CP-4a, the Planning Department's archeologist conducted a Preliminary Archeology Review (PAR) of the project site and the proposed project. The PAR determined that the project would have the potential to adversely affect an archeological resource, and the Planning Department's archeologist required preparation of a project-specific Archeological Research Design and Treatment Plan (ARDTP). The ARDTP determined new construction for the proposed project would include ground disturbance in areas of high archeological sensitivity, and there is a high potential to encounter legally significant archeological resources.¹ Based on a reasonable presumption that archeological resources may be present within the project site, the following measures shall be undertaken to avoid any potentially significant adverse effect from the proposed project on buried or submerged historical resources. The project sponsor shall retain the services of an archaeological consultant from the rotational Department Qualified Archaeological Consultants List (QACL)

¹ San Francisco Planning Department, Archeological Research Design and Treatment Plan Addendum for the proposed 610–698 Brannan Street, 548 Fifth Street, 149 Morris Street (Flower Mart) Project, prepared by Environmental Science Associates, November 2017.

maintained by the Planning Department archaeologist. The project sponsor shall contact the Department archaeologist to obtain the names and contact information for the next three archaeological consultants on the QACL. The archaeological consultant shall undertake an archaeological testing program as specified herein. In addition, the consultant shall provide accidental discovery training to the construction crew regarding protocols for protection of resources discovered during construction; and shall be available to conduct an archaeological monitoring and/or data recovery program if required pursuant to this measure. The archaeological consultant's work shall be conducted in accordance with this measure at the direction of the Environmental Review Officer (ERO). All plans and reports prepared by the consultant as specified herein shall be submitted first and directly to the ERO for review and comment, and shall be considered draft reports subject to revision until final approval by the ERO. Archaeological monitoring and/or data recovery programs required by this measure could suspend construction of the project for up to a maximum of four weeks. At the direction of the ERO, the suspension of construction can be extended beyond four weeks only if such a suspension is the only feasible means to reduce to a less than significant level potential effects on a significant archaeological resource as defined in CEQA Guidelines section 15064.5(a) and (c).

Consultation with Descendant Communities: On discovery of an archaeological site associated with descendant Native Americans, the Overseas Chinese, or other potentially interested descendant group an appropriate representative of the descendant group and the ERO shall be contacted. The representative of the descendant group shall be given the opportunity to monitor archaeological field investigations of the site and to offer recommendations to the ERO regarding appropriate archaeological treatment of the site, of recovered data from the site, and, if applicable, any interpretative treatment of the associated archaeological site. A copy of the Final Archaeological Resources Report shall be provided to the representative of the descendant group.

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

At the completion of the archaeological testing program, the archaeological consultant shall submit a written report of the findings to the ERO. If based on the archaeological testing program the archaeological consultant finds that significant archaeological resources may be present, the ERO in consultation with the archaeological consultant shall determine if additional measures are warranted. Additional measures that may be undertaken include additional archaeological testing, archaeological monitoring, and/or an archaeological data recovery program. No archaeological data recovery shall be undertaken without the prior approval of the ERO or the Planning Department archaeologist. If the ERO determines that a significant archaeological resource is present and that the resource could be adversely affected by the proposed project, at the discretion of the project sponsor either:

- A. The proposed project shall be re-designed so as to avoid any adverse effect on the significant archaeological resource; or

- B. A data recovery program shall be implemented, unless the ERO determines that the archeological resource is of greater interpretive than research significance and that interpretive use of the resource is feasible.

Archeological Monitoring Program: If the ERO in consultation with the archeological consultant determines that an archeological monitoring program shall be implemented the archeological monitoring program shall minimally include the following provisions:

- The archeological consultant, project sponsor, and ERO shall meet and consult on the scope of the AMP reasonably prior to any project-related soils disturbing activities commencing. The ERO in consultation with the archeological consultant shall determine what project activities shall be archeologically monitored. In most cases, any soils- disturbing activities, such as demolition, foundation removal, excavation, grading, utilities installation, foundation work, driving of piles (foundation, shoring, etc.), site remediation, etc., shall require archeological monitoring because of the risk these activities pose to potential archaeological resources and to their depositional context;
- The archeological consultant shall advise all project contractors to be on the alert for evidence of the presence of the expected resource(s), of how to identify the evidence of the expected resource(s), and of the appropriate protocol in the event of apparent discovery of an archeological resource;
- The archeological monitor(s) shall be present on the project site according to a schedule agreed upon by the archeological consultant and the ERO until the ERO has, in consultation with project archeological consultant, determined that project construction activities could have no effects on significant archeological deposits;
- The archeological monitor shall record and be authorized to collect soil samples and artifactual/ecofactual material as warranted for analysis;
- If an intact archeological deposit is encountered, all soils-disturbing activities in the vicinity of the deposit shall cease. The archeological monitor shall be empowered to temporarily redirect demolition/excavation/pile driving/construction activities and equipment until the deposit is evaluated. If in the case of pile driving or deep foundation activities (foundation, shoring, etc.), the archeological monitor has cause to believe that the pile driving or deep foundation activities may affect an archeological resource, the pile driving or deep foundation activities shall be terminated until an appropriate evaluation of the resource has been made in consultation with the ERO. The archeological consultant shall immediately notify the ERO of the encountered archeological deposit. The archeological consultant shall make a reasonable effort to assess the identity, integrity, and significance of the encountered archeological deposit, and present the findings of this assessment to the ERO.

Whether or not significant archeological resources are encountered, the archeological consultant shall submit a written report of the findings of the monitoring program to the ERO, as detailed below.

Archeological Data Recovery Program: The archeological data recovery program shall be conducted in accord with an archeological data recovery plan (ADRP). The archeological consultant, project sponsor, and ERO shall meet and consult on the scope of the ADRP prior to preparation of a draft ADRP. The archeological consultant shall submit a draft ADRP to the ERO. The ADRP shall

identify how the proposed data recovery program will preserve the significant information the archeological resource is expected to contain. That is, the ADRP will identify what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. Data recovery, in general, should be limited to the portions of the historical property that could be adversely affected by the proposed project. Destructive data recovery methods shall not be applied to portions of the archeological resources if nondestructive methods are practical.

The scope of the ADRP shall include the following elements:

- *Field Methods and Procedures.* Descriptions of proposed field strategies, procedures, and operations.
- *Cataloguing and Laboratory Analysis.* Description of selected cataloguing system and artifact analysis procedures.
- *Discard and Deaccession Policy.* Description of and rationale for field and post-field discard and deaccession policies.
- *Interpretive Program.* Consideration of an on-site/off-site public interpretive program during the course of the archeological data recovery program.
- *Security Measures.* Recommended security measures to protect the archeological resource from vandalism, looting, and non-intentionally damaging activities.
- *Final Report.* Description of proposed report format and distribution of results.
- *Curation.* Description of the procedures and recommendations for the curation of any recovered data having potential research value, identification of appropriate curation facilities, and a summary of the accession policies of the curation facilities.

Human Remains, Associated or Unassociated Funerary Objects. The treatment of human remains and of associated or unassociated funerary objects discovered during any soils disturbing activity shall comply with applicable State and Federal Laws, including immediate notification of the Office of the Chief Medical Examiner of the City and County of San Francisco and in the event of the Medical Examiner's determination that the human remains are Native American remains, notification of the California State Native American Heritage Commission (NAHC) who shall appoint a Most Likely Descendant (MLD) (Public Resources Code section 5097.98). The ERO shall also be immediately notified upon discovery of human remains. The archeological consultant, project sponsor, ERO, and MLD shall have up to but not beyond six days after the discovery to make all reasonable efforts to develop an agreement for the treatment of human remains and associated or unassociated funerary objects with appropriate dignity (CEQA Guidelines section 15064.5(d)). The agreement should take into consideration the appropriate excavation, removal, recordation, analysis, curation, possession, and final disposition of the human remains and associated or unassociated funerary objects. Nothing in existing State regulations or in this mitigation measure compels the project sponsor and the ERO to accept recommendations of an MLD. The archeological consultant shall retain possession of any Native American human remains and associated or unassociated burial objects until completion of any scientific analyses of the human remains or objects as specified in the treatment agreement if such as agreement has been made or, otherwise, as determined by the archeological consultant and the ERO. If no agreement is reached State

regulations shall be followed including the reburial of the human remains and associated burial objects with appropriate dignity on the property in a location not subject to further subsurface disturbance (Public Resources Code section 5097.98).

Accidental Discovery: The project sponsor shall distribute the Planning Department archeological resource "ALERT" sheet to the project prime contractor; to any project subcontractor (including demolition, excavation, grading, foundation, pile driving, etc. firms); or utilities firm involved in soils disturbing activities within the project site. Prior to any soils disturbing activities being undertaken each contractor is responsible for ensuring that the "ALERT" sheet is circulated to all field personnel including, machine operators, field crew, pile drivers, supervisory personnel, etc.

In addition, the archaeological consultant shall provide a preconstruction training shall be provided to all construction personnel performing or managing soils disturbing activities prior to the start of soils disturbing activities on the project. The purpose of the training is to enable personnel to identify archaeological resources that may be encountered and to instruct them on what to do if a potential discovery occurs. Images of expected archeological resource types and archeological testing and data recovery methods should be included in the training.

The project sponsor shall provide the Environmental Review Officer (ERO) with a signed affidavit from the responsible parties (prime contractor, subcontractor(s), and utilities firm) to the ERO confirming that all field personnel have received copies of the Alert Sheet and have taken the preconstruction training.

Should any indication of an archeological resource be encountered during any soils disturbing activity of the project when the qualified archaeologist is not present, the project Head Foreman and/or project sponsor shall immediately notify the ERO and shall immediately suspend any soils disturbing activities in the vicinity of the discovery and protect the find in place until the ERO has determined what additional measures should be undertaken.

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

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

Project Mitigation Measure 8: Project-Specific Tribal Cultural Resource Assessment [Implementing Central SoMa Plan PEIR Mitigation Measure M-CP-5]. The project shall be reviewed for the potential to affect a tribal cultural resource in tandem with the preliminary

archeology review of the project by the San Francisco Planning Department archeologist. If preservation staff determines that the proposed project may have a potential significant adverse effect on a tribal cultural resource, then the following shall be required as determined warranted by the ERO.

If staff determines that preservation-in-place of the tribal cultural resource is both feasible and effective, based on information provided by the applicant regarding feasibility and other available information, then the project archeological consultant shall prepare an archeological resource preservation plan. Implementation of the approved plan by the archeological consultant shall be required when feasible. If staff determines that preservation-in-place of the Tribal Cultural Resource is not a sufficient or feasible option, then the project sponsor shall implement an interpretive program of the resource in coordination with affiliated Native American tribal representatives. An interpretive plan produced in coordination with affiliated Native American tribal representatives, at a minimum, and approved by the ERO shall be required to guide the interpretive program. The plan shall identify proposed locations for installations or displays, the proposed content and materials of those displays or installation, the producers or artists of the displays or installation, and a long-term maintenance program. The interpretive program may include artist installations, preferably by local Native American artists, oral histories with local Native Americans, artifacts displays and interpretation, and educational panels or other informational displays.

Transportation and Circulation

Project Mitigation Measure 9: Transit Accessibility [Implementing Central SoMa PEIR Mitigation Measure M-TR-3a]. To enhance transit accessibility, the Planning Department and the SFMTA shall establish a coordinated planning process to link land use planning and development in Central SoMa to transit and other sustainable mode planning. This shall be achieved for the project site through the following measure:

It shall be the responsibility of the project sponsor to ensure that recurring vehicle queues do not substantially affect public transit operations on nearby public rights-of-way. A vehicle queue is defined as one or more vehicles (destined to the parking facility) blocking any portion of any public street, alley or sidewalk for a consecutive period of three minutes or longer on a daily or weekly basis. If a recurring queue occurs, the owner/operator of the parking facility shall employ abatement methods as needed to abate the queue. Appropriate abatement methods will vary depending on the characteristics and causes of the recurring queue, as well as the characteristics of the parking facility, the street(s) to which the facility connects, and the associated land uses (if applicable). Suggested abatement methods include but are not limited to the following: redesign of facility to improve vehicle circulation and/or on-site queue capacity; employment of parking attendants; installation of LOT FULL signs with active management by parking attendants; use of valet parking or other space-efficient parking techniques; use of off-site parking facilities or shared parking with nearby uses; use of parking occupancy sensors and signage directing drivers to available spaces; transportation demand management strategies such as the listed in the San Francisco planning code TDM Program.

If the Planning Director, or his or her designee, suspects that a recurring queue is present, the Department shall notify the property owner in writing. Upon request, the owner/operator shall hire a qualified transportation consultant to evaluate the conditions at the site for no less than seven

days. The consultant shall prepare a monitoring report to be submitted to the Department for review. If the Department determines that a recurring queue does exist, the facility owner/operator shall have 90 days from the date of the written determination to abate the queue.

Project Mitigation Measure 10: Construction Management Plan and Construction Coordination [Implementing Central SoMa PEIR Mitigation Measure M-TR-9]. Construction Management Plan—The project sponsor shall develop and, upon review and approval by the SFMTA and Public Works, implement a Construction Management Plan, addressing transportation-related circulation, access, staging and hours of delivery. The Construction Management Plan would disseminate appropriate information to contractors and affected agencies with respect to coordinating construction activities to minimize overall disruption and ensure that overall circulation in the project area is maintained to the extent possible, with particular focus on ensuring transit, pedestrian, and bicycle connectivity. The Construction Management Plan would supplement and expand, rather than modify or supersede, any manual, regulations, or provisions set forth by the SFMTA, Public Works, or other City departments and agencies, and the California Department of Transportation.

If construction of the proposed project is determined to overlap with nearby adjacent project(s) as to result in transportation-related impacts, the project sponsor or its contractor(s) shall consult with various City departments such as the SFMTA and Public Works, and other interdepartmental meetings as deemed necessary by the SFMTA, Public Works, and the Planning Department, to develop a Coordinated Construction Management Plan. The Coordinated Construction Management Plan, to be prepared by the contractor, would be reviewed by the SFMTA and would address issues of circulation (traffic, pedestrians, and bicycle), safety, parking and other project construction in the area. Based on review of the construction logistics plan, the project may be required to consult with SFMTA Muni Operations prior to construction to review potential effects to nearby transit operations.

The Construction Management Plan and, if required, the Coordinated Construction Management Plan, shall include, but not be limited to, the following:

- *Restricted Construction Truck Access Hours*—Limit construction truck movements during the hours between 7:00 and 9:00 a.m. and between 4:00 and 7:00 p.m., and other times if required by the SFMTA, to minimize disruption to vehicular traffic, including transit during the a.m. and p.m. peak periods.
- *Construction Truck Routing Plans*—Identify optimal truck routes between the regional facilities and the project site, taking into consideration truck routes of other development projects and any construction activities affecting the roadway network.
- *Coordination of Temporary Lane and Sidewalk Closures*—The project sponsor shall coordinate travel lane closures with other projects requesting concurrent lane and sidewalk closures through interdepartmental meetings, to minimize the extent and duration of requested lane and sidewalk closures. Travel lane closures shall be minimized especially along transit and bicycle routes, so as to limit the impacts to transit service and bicycle circulation and safety.
- *Maintenance of Transit, Vehicle, Bicycle, and Pedestrian Access*—The project sponsor/construction contractor(s) shall meet with Public Works, SFMTA, the Fire

Department, Muni Operations and other City agencies to coordinate feasible measures to include in the Coordinated Construction Management Plan to maintain access for transit, vehicles, bicycles and pedestrians. This shall include an assessment of the need for temporary transit stop relocations or other measures to reduce potential traffic, bicycle, and transit disruption and pedestrian circulation effects during construction of the project.

- *Carpool, Bicycle, Walk and Transit Access for Construction Workers*—The construction contractor shall include methods to encourage carpooling, bicycling, walk and transit access to the project site by construction workers (such as providing transit subsidies to construction workers, providing secure bicycle parking spaces, participating in free-to-employee ride matching program from www.511.org, participating in emergency ride home program through the City of San Francisco (www.sferh.org), and providing transit information to construction workers).
- *Construction Worker Parking Plan*—The location of construction worker parking shall be identified as well as the person(s) responsible for monitoring the implementation of the proposed parking plan. The use of on-street parking to accommodate construction worker parking shall be discouraged. All construction bid documents shall include a requirement for the construction contractor to identify the proposed location of construction worker parking. If on site, the location, number of parking spaces, and area where vehicles would enter and exit the site shall be required. If off-site parking is proposed to accommodate construction workers, the location of the off-site facility, number of parking spaces retained, and description of how workers would travel between off-site facility and project site shall be required.
- *Project Construction Updates for Adjacent Businesses and Residents*—To minimize construction impacts on access for nearby institutions and businesses, the project sponsor shall provide nearby residences and adjacent businesses with regularly-updated information regarding project construction, including construction activities, peak construction vehicle activities (e.g., concrete pours), travel lane closures, and lane closures. At regular intervals to be defined in the Construction Management Plan and, if necessary, in the Coordinated Construction Management Plan, a regular email notice shall be distributed by the project sponsor that shall provide current construction information of interest to neighbors, as well as contact information for specific construction inquiries or concerns.

Noise

Project Mitigation Measure 11: General Construction Noise Control Measures [Implementing Central SoMa Plan PEIR Mitigation Measure M-NO-2a]. The project sponsor shall undertake the following:

- Require the general contractor to ensure that equipment and trucks used for project construction utilize the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures and acoustically-attenuating shields or shrouds), wherever feasible.
- Require the general contractor to locate stationary noise sources (such as compressors) as far from adjacent or nearby sensitive receptors as possible, to muffle such noise sources, and to construct barriers around such sources and/or the construction site, which could

reduce construction noise by as much as 5 dBA. To further reduce noise, the contractor shall locate stationary equipment in pit areas or excavated areas, if feasible.

- Require the general contractor to use impact tools (e.g., jack hammers, pavement breakers, and rock drills) that are hydraulically or electrically powered wherever possible to avoid noise associated with compressed air exhaust from pneumatically powered tools. Where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used, along with external noise jackets on the tools, which could reduce noise levels by as much as 10 dBA.
- Include noise control requirements in specifications provided to construction contractors. Such requirements could include, but are not limited to, performing all work in a manner that minimizes noise to the extent feasible; use of equipment with effective mufflers; undertaking the most noisy activities during times of least disturbance to surrounding residents and occupants, as feasible; and selecting haul routes that avoid residential buildings to the extent that such routes are otherwise feasible.
- Prior to the issuance of each building permit, along with the submission of construction documents, submit to the Planning Department and Department of Building Inspection (DBI) a list of measures that shall be implemented and that shall respond to and track complaints pertaining to construction noise. These measures shall include (1) a procedure and phone numbers for notifying DBI and the Police Department (during regular construction hours and off-hours); (2) a sign posted on site describing noise complaint procedures and a complaint hotline number that shall be answered at all times during construction; (3) designation of an on-site construction complaint and enforcement manager for the project; and (4) notification of neighboring residents and non-residential building managers within 300 feet of the project construction area at least 30 days in advance of extreme noise generating activities (defined as activities generating anticipated noise levels of 80 dBA or greater without noise controls, which is the standard in the Police Code) about the estimated duration of the activity.

Project Mitigation Measure 12: Noise and Vibration Control Measures during Pile Driving [Implementing Central SoMa Plan PEIR Mitigation Measure M-NO-2b]. The sponsor shall prepare a set of site-specific noise attenuation measures under the supervision of a qualified acoustical consultant. These attenuation measures shall be included in construction of the project and shall include as many of the following control strategies, and any other effective strategies, as feasible:

- The project sponsor of a development project in the Plan Area shall require the construction contractor to erect temporary plywood or similar solid noise barriers along the boundaries of the project site to shield potential sensitive receptors and reduce noise levels;
- The project sponsor of a development project in the Plan Area shall require the construction contractor to implement “quiet” pile-driving technology (such as pre-drilling of piles, sonic pile drivers, and the use of more than one pile driver to shorten the total pile driving duration), where feasible, with consideration of geotechnical and structural requirements and soil conditions (including limiting vibration levels to the Federal Transit

Administration's 0.5 inch per second, PPV to minimize architectural damage to adjacent structures);

- The project sponsor of a development project in the Plan Area shall require the construction contractor to monitor the effectiveness of noise attenuation measures by taking noise measurements, at a distance of 100 feet, at least once per day during pile-driving; and

The project sponsor of a development project in the Plan Area shall require that the construction contractor limit pile driving activity to result in the least disturbance to neighboring uses.

Air Quality

Project Mitigation Measure 13: Education for Residential and Commercial Tenants Concerning Low-VOC Consumer Products [Implementing Central SoMa Plan PEIR Mitigation Measure M-AQ-3a]. Prior to receipt of any certificate of final occupancy and every five years thereafter, the project sponsor shall develop electronic correspondence to be distributed by email or posted on site annually to tenants of the project that encourages the purchase of consumer products and paints that are better for the environment and generate less VOC emissions. The correspondence shall encourage environmentally preferable purchasing and shall include contact information and links to SF Approved. SF Approved (sfapproved.org) is administrated by the San Francisco Department of Environment staff, who identifies products and services that are safer and better for the environment (e.g., those that are listed as "Required" or "Suggested").

Project Mitigation Measure 14: Reduce Operational Emissions. [Implementing Central SoMa Plan PEIR Mitigation Measure M-AQ-3b]. The sponsor shall implement the additional measures, as applicable and feasible, to reduce operational criteria air pollutant emissions. Such measures may include, but are not limited to, the following:

- For any proposed refrigerated warehouses or large (greater than 20,000 square feet) grocery retailers, provide electrical hook-ups for diesel trucks with Transportation Refrigeration Units at the loading docks.
- Use low- and super-compliant VOC architectural coatings in maintaining buildings. "Low-VOC" refers to paints that meet the more stringent regulatory limits in South Coast Air Quality Management District Rule 1113; however, many manufacturers have reformulated to levels well below these limits. These are referred to as "Super-Compliant" architectural coatings.
- Implement Project Mitigation Measure 15, Best Available Control Technology for Diesel Generators and Fire Pumps.
- Other measures that are shown to effectively reduce criteria air pollutant emissions on site or offsite (e.g., mitigation offsets) if emissions reductions are realized within the SFBAAB. Measures to reduce emissions on site are preferable to off-site emissions reductions. The project sponsor would be required to pay an offset mitigation fee to the BAAQMD to fund emissions reduction projects that would reduce emissions of ozone precursors to below the applicable thresholds. The fee could support the Carl Moyer program within the

SFBAAB, which establishes the cost-effectiveness criteria for funding emissions reduction projects at \$18,030 per weighted ton of ROG, NOX, and PM emissions.

Project Mitigation Measure 15: Best Available Control Technology for Diesel Generators and Fire Pumps [Implementing Central SoMa Plan PEIR Mitigation Measure M-AQ-5a]. All diesel generators and fire pumps shall have engines that (1) meet Tier 4 Final or Tier 4 Interim emission standards, or (2) meet Tier 2 emission standards and are equipped with a California Air Resources Board Level 3 Verified Diesel Emissions Control Strategy. All diesel generators and fire pumps shall be fueled with renewable diesel, R99, if commercially available. For each new diesel backup generator or fire pump permit submitted for the project, including any associated generator pads, engine and filter specifications shall be submitted to the San Francisco Planning Department for review and approval prior to issuance of a permit for the generator or fire pump from the San Francisco Department of Building Inspection. Once operational, all diesel backup generators and Verified Diesel Emissions Control Strategy shall be maintained in good working order in perpetuity and any future replacement of the diesel backup generators, fire pumps, and Level 3 Verified Diesel Emissions Control Strategy filters shall be required to be consistent with these emissions specifications. The operator of the facility shall maintain records of the testing schedule for each diesel backup generator and fire pump for the life of that diesel backup generator and fire pump and provide this information for review to the Planning Department within three months of requesting such information.

Project Mitigation Measure 16: Construction Emissions Minimization Plan [Implementing Central SoMa Plan PEIR Mitigation Measure M-AQ-4b/M-AQ-6a]. The project sponsor shall submit a Construction Emissions Minimization Plan (Plan) to the Environmental Review Officer (ERO) for review and approval by an Environmental Planning Air Quality Specialist. The Plan shall be designed to reduce air pollutant emissions to the greatest degree practicable.

The Plan shall detail project compliance with the following requirements:

1. All off-road equipment greater than 25 horsepower and operating for more than 20 total hours over the entire duration of construction activities shall meet the following requirements:
 - (a) Where access to alternative sources of power are available, portable diesel engines shall be prohibited;
 - (b) All off-road equipment shall have:
 - i. Engines that meet or exceed either U.S. Environmental Protection Agency or California Air Resources Board Tier 2 off-road emission standards (or Tier 3 off-road emissions standards if NO_x emissions exceed applicable thresholds), *and*
 - ii. Engines that are retrofitted with an ARB Level 3 Verified Diesel Emissions Control Strategy (VDECS), *and*
 - iii. Engines shall be fueled with renewable diesel (at least 99 percent renewable diesel or R99).

(c) Exceptions:

- i. Exceptions to 1(a) may be granted if the project sponsor has submitted information providing evidence to the satisfaction of the ERO that an alternative source of power is limited or infeasible at the project site and that the requirements of this exception provision apply. Under this circumstance, the sponsor shall submit documentation of compliance with 1(b) for on-site power generation.
- ii. Exceptions to 1(b)(ii) may be granted if the project sponsor has submitted information providing evidence to the satisfaction of the ERO that a particular piece of off-road equipment with an ARB Level 3 VDECS (1) is technically not feasible, (2) would not produce desired emissions reductions due to expected operating modes, (3) installing the control device would create a safety hazard or impaired visibility for the operator, or (4) there is a compelling emergency need to use off-road equipment that are not retrofitted with an ARB Level 3 VDECS and the sponsor has submitted documentation to the ERO that the requirements of this exception provision apply. If granted an exception to 1(b)(ii), the project sponsor shall comply with the requirements of 1(c)(iii).
- iii. If an exception is granted pursuant to 1(c)(ii), the project sponsor shall provide the next-cleanest piece of off-road equipment as provided by the step down schedule in Table M-AQ-4B:

**Table M-AQ-4B:
Off-Road Equipment Compliance Step Down Schedule***

Compliance Alternative	Engine Emission Standard	Emissions Control
1	Tier 2**	ARB Level 2 VDECS
2	Tier 2	ARB Level 1 VDECS

* How to use the table. If the requirements of 1(b) cannot be met, then the project sponsor would need to meet Compliance Alternative 1. Should the project sponsor not be able to supply off-road equipment meeting Compliance Alternative 1, then Compliance Alternative 2 would need to be met. Should the project sponsor not be able to supply off-road equipment meeting Compliance Alternative 2, then Compliance Alternative 3 would need to be met.

** Tier 3 off road emissions standards are required if NOx emissions exceed applicable thresholds.

2. The project sponsor shall require the idling time for off-road and on-road equipment be limited to no more than two minutes, except as provided in exceptions to the applicable State regulations regarding idling for off-road and on-road equipment. Legible and visible signs shall be posted in multiple languages (English, Spanish, Chinese) in designated queuing areas and at the construction site to remind operators of the two-minute idling limit.

3. The project sponsor shall require that construction operators properly maintain and tune equipment in accordance with manufacturer specifications.
4. The Plan shall include estimates of the construction timeline by phase with a description of each piece of off-road equipment required for every construction phase. Off-road equipment descriptions and information may include, but is not limited to, equipment type, equipment manufacturer, equipment identification number, engine model year, engine certification (Tier rating), horsepower, engine serial number, and expected fuel usage and hours of operation. For the VDECS installed: technology type, serial number, make, model, manufacturer, ARB verification number level, and installation date and hour meter reading on installation date. For off-road equipment not using renewable diesel, reporting shall indicate the type of alternative fuel being used.
5. The Plan shall be kept on site and available for review by any persons requesting it and a legible sign shall be posted at the perimeter of the construction site indicating to the public the basic requirements of the Plan and a way to request a copy of the Plan. The project sponsor shall provide copies of Plan as requested.
6. *Reporting.* Quarterly reports shall be submitted to the ERO indicating the construction phase and off-road equipment information used during each phase including the information required in Paragraph 4, above. In addition, for off-road equipment not using renewable diesel, reporting shall indicate the type of alternative fuel being used.

Within six months of the completion of construction activities, the project sponsor shall submit to the ERO a final report summarizing construction activities. The final report shall indicate the start and end dates and duration of each construction phase. For each phase, the report shall include detailed information required in Paragraph 4. In addition, for off-road equipment not using renewable diesel, reporting shall indicate the type of alternative fuel being used.

7. *Certification Statement and On-Site Requirements.* Prior to the commencement of construction activities, the project sponsor shall certify (1) compliance with the Plan, and (2) all applicable requirements of the Plan have been incorporated into contract specifications.

Wind

Project Mitigation Measure 17: Wind Hazard Criterion for the Plan Area [Implementing Central SoMa Plan PEIR Mitigation Measure M-WI-1]. In portions of the Central SoMa Plan area outside the C-3 Use Districts, projects proposed at a roof height greater than 85 feet shall be evaluated by a qualified wind expert as to their potential to result in a new wind hazard exceedance or aggravate an existing pedestrian-level wind hazard exceedance (defined as the one-hour wind hazard criterion of 26 miles per hour equivalent wind speed). If the qualified expert determines that wind-tunnel testing is required due to the potential for a new or worsened wind hazard exceedance, the following requirements for reduction of ground-level wind speeds in areas of substantial pedestrian use shall apply:

- New buildings and additions to existing buildings shall be shaped (e.g., include setbacks, or other building design techniques), or other wind baffling measures shall be implemented, so that the development would result in the following with respect to the one-hour wind hazard criterion of 26 miles per hour equivalent wind speed:
 - No net increase, compared to existing conditions, in the overall number of hours during which the wind hazard criterion is exceeded (the number of exceedance locations may change, allowing for both new exceedances and elimination of existing exceedances, as long as there is no net increase in the number of exceedance locations), based on wind-tunnel testing of a representative number of locations proximate to the project site; OR
 - Any increase in the overall number of hours during which the wind hazard criterion is exceeded shall be evaluated in the context of the overall wind effects of anticipated development that is in accordance with the Plan. Such an evaluation shall be undertaken if the project contribution to the wind hazard exceedance at one or more locations relatively distant from the individual project site is minimal and if anticipated future Plan area development would substantively affect the wind conditions at those locations. The project and foreseeable development shall ensure that there is no increase in the overall number of hours during which the wind hazard criterion is exceeded.
 - New buildings and additions to existing buildings that cannot meet the one-hour wind hazard criterion of 26 miles per hour equivalent wind speed performance standard of this measure based on the above analyses, shall minimize to the degree feasible the overall number of hours during which the wind hazard criterion is exceeded.

Biological Resources

Project Mitigation Measure 18: Pre-Construction Bat Surveys [Implementing Central SoMa Plan PEIR Mitigation Measure M-BI-1]. Conditions of approval for building permits issued for construction within the Plan Area shall include a requirement for pre-construction special-status bat surveys when trees with a diameter at breast height equal to or greater than 6 inches are to be removed or vacant buildings that have been vacant for six months or longer are to be demolished. If active day or night roosts are found, a qualified biologist (i.e., a biologist holding a CDFW collection permit and a Memorandum of Understanding with the CDFW allowing the biologist to handle and collect bats) shall take actions to make such roosts unsuitable habitat prior to tree removal or building demolition. A no disturbance buffer shall be created around active bat roosts being used for maternity or hibernation purposes at a distance to be determined in consultation with CDFW. Bat roosts initiated during construction are presumed to be unaffected, and no buffer would necessary.

IMPROVEMENT MEASURES

Transportation and Circulation

Project Improvement Measure 1: Visual Controls at Parking Garage Driveway. To reduce and/or eliminate potential pedestrian-vehicle conflicts, the project sponsor shall install visual devices at the underground parking garage driveway, which would notify pedestrians of exiting vehicles, and the project sponsor shall not install street trees at or near the driveways to maintain adequate sight distances and visual clearance for pedestrians walking along the east side sidewalk of Sixth Street and west side of Fifth Street, and vehicles entering/exiting the project driveways.

Project Improvement Measure 2: Internal Street Circulation and Safety Treatments. As an improvement measure to reduce any potential conflicts between pedestrians and moving vehicles (including freight/delivery vehicles and general vehicles) maneuvering in and out of internal streets, underground parking garage, and loading zones, the project sponsor shall provide additional pedestrian treatments to assure safe passage of pedestrians throughout the project site and reduce and/or eliminate any vehicle-pedestrian conflicts. The project sponsor shall provide:

- Signage and notifications along internal streets to notify drivers of pedestrian activity;
- Adequate scaled lighting to provide ample illumination of internal streets for drivers and pedestrians;
- Special pavement markings to delineate the pedestrian walkway within the internal streets and to better guide pedestrians attempting to access various buildings from internal streets and to maintain a safe distance from stopped or moving vehicles within the project site;
- Additional signage along passenger loading areas to inform non-authorized personnel that traversing these areas is strictly prohibited, and proper signage shall guide non-authorized personnel to the nearest appropriate path of travel;
- Install appropriate striping within internal streets to delineate traffic lanes;
- Install STOP sign at intersection of Morris Street and shared service drive to require southbound vehicles along Morris Street to stop and yield to any northbound vehicles;
- Install signage stating “No Public Access” at the Bryant and Morris streets intersection to deter cut-through traffic (between Bryant Street and Sixth Street) from drivers not associated with on-site uses;
- Install signage at Brannan Street Plaza and private driveway that states “Employee Access Only” to deter pedestrians from walking near the underground parking garage driveway and along Morris Street; and

All pedestrian treatments shall be constructed in accordance with the California Manual on Uniform Traffic Control Devices (MUTCD). Such pedestrian treatments may require approvals by the San Francisco Planning Department, DPW, SDAT, and SFMTA, as appropriate.

Biological Resources

Project Improvement Measure 3: Night Lighting Minimization [Implementing Central SoMa Plan PEIR Improvement Measure I-BI-2]. In compliance with the voluntary San Francisco Lights

Out Program, the project sponsor shall implement bird-safe building operations to prevent and minimize bird strike impacts, including but not limited to the following measures:

- Reduce building lighting from exterior sources by:
 - Minimizing the amount and visual impact of perimeter lighting and façade up-lighting and avoid up-lighting of rooftop antennae and other tall equipment, as well as of any decorative features;
 - Installing motion-sensor lighting;
 - Utilizing minimum wattage fixtures to achieve required lighting levels.
- Reduce building lighting from interior sources by:
 - Dimming lights in lobbies, perimeter circulation areas, and atria;
 - Turning off all unnecessary lighting by 11:00 p.m. through sunrise, especially during peak migration periods (mid-March to early June and late August through late October);
 - Utilizing automatic controls (motion sensors, photo-sensors, etc.) to shut off lights in the evening when no one is present;
 - Encouraging the use of localized task lighting to reduce the need for more extensive overhead lighting;
 - Scheduling nightly maintenance to conclude by 11:00 p.m.;
 - Educating building users about the dangers of night lighting to birds.

IMPROVEMENT MEASURES

INTERIM WHOLESALE FLOWER MARKET PROJECT

Project Mitigation Measure 7: Archeological Testing, Monitoring, Data Recovery, Accidental Discovery, and Reporting [Implementing BVHP PEIR Mitigation Measures 12, 13, and 14]. A review of boring logs from a site-specific geotechnical investigation indicates that the Interim Wholesale Flower Market site at 2000 Marin Street may contain archeological resources within the project site.² Accordingly, the following measures shall be undertaken to avoid any potentially significant adverse effect from the proposed project on buried or submerged historical resources. The project sponsor shall retain the services of an archaeological consultant from the rotational Department Qualified Archaeological Consultants List (QACL) maintained by the Planning Department archaeologist. The project sponsor shall contact the Department archaeologist to obtain the names and contact information for the next three archeological consultants on the QACL. The archeological consultant shall undertake an archeological testing program as specified herein. In addition, the consultant shall provide accidental discovery training to the construction crew regarding protocols for protection of resources discovered during construction; and shall be available to conduct an archeological monitoring and/or data recovery program if required pursuant to this measure. The archeological consultant's work shall be conducted in accordance

² Rockridge Geotechnical, Preliminary Geotechnical Investigation: Proposed Commercial Building—2000 Marin Street, San Francisco, California, June 21, 2019.

with this measure at the direction of the Environmental Review Officer (ERO). All plans and reports prepared by the consultant as specified herein shall be submitted first and directly to the ERO for review and comment, and shall be considered draft reports subject to revision until final approval by the ERO. Archeological monitoring and/or data recovery programs required by this measure could suspend construction of the project for up to a maximum of four weeks. At the direction of the ERO, the suspension of construction can be extended beyond four weeks only if such a suspension is the only feasible means to reduce to a less than significant level potential effects on a significant archeological resource as defined in CEQA Guidelines section 15064.5(a) and (c).

Consultation with Descendant Communities: On discovery of an archeological site³ associated with descendant Native Americans, the Overseas Chinese, or other potentially interested descendant group an appropriate representative⁴ of the descendant group and the ERO shall be contacted. The representative of the descendant group shall be given the opportunity to monitor archeological field investigations of the site and to offer recommendations to the ERO regarding appropriate archeological treatment of the site, of recovered data from the site, and, if applicable, any interpretative treatment of the associated archeological site. A copy of the Final Archaeological Resources Report shall be provided to the representative of the descendant group.

Consultation with Descendant Communities: On discovery of an archeological site⁵ associated with descendant Native Americans, the Overseas Chinese, or other potentially interested descendant group an appropriate representative of the descendant group and the ERO shall be contacted. The representative of the descendant group shall be given the opportunity to monitor archeological field investigations of the site and to offer recommendations to the ERO regarding appropriate archeological treatment of the site, of recovered data from the site, and, if applicable, any interpretative treatment of the associated archeological site. A copy of the Final Archaeological Resources Report shall be provided to the representative of the descendant group.

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

At the completion of the archeological testing program, the archeological consultant shall submit a written report of the findings to the ERO. If based on the archeological testing program the archeological consultant finds that significant archeological resources may be present, the ERO in

³ By the term "archeological site" is intended here to minimally include any archeological deposit, feature, burial, or evidence of burial.

⁴ An "appropriate representative" of the descendant group is here defined to mean, in the case of Native Americans, any individual listed in the current Native American Contact List for the City and County of San Francisco maintained by the California Native American Heritage Commission and in the case of the Overseas Chinese, the Chinese Historical Society of America. An appropriate representative of other descendant groups should be determined in consultation with the Department archaeologist.

⁵ By the term "archeological site" is intended here to minimally include any archeological deposit, feature, burial, or evidence of burial.

consultation with the archeological consultant shall determine if additional measures are warranted. Additional measures that may be undertaken include additional archeological testing, archeological monitoring, and/or an archeological data recovery program. No archeological data recovery shall be undertaken without the prior approval of the ERO or the Planning Department archeologist. If the ERO determines that a significant archeological resource is present and that the resource could be adversely affected by the proposed project, at the discretion of the project sponsor either:

- A. The proposed project shall be re-designed so as to avoid any adverse effect on the significant archeological resource; or
- B. A data recovery program shall be implemented, unless the ERO determines that the archeological resource is of greater interpretive than research significance and that interpretive use of the resource is feasible.

Archeological Monitoring Program. If the ERO in consultation with the archeological consultant determines that an archeological monitoring program shall be implemented the archeological monitoring program shall minimally include the following provisions:

- The archeological consultant, project sponsor, and ERO shall meet and consult on the scope of the AMP reasonably prior to any project-related soils disturbing activities commencing. The ERO in consultation with the archeological consultant shall determine what project activities shall be archeologically monitored. In most cases, any soils- disturbing activities, such as demolition, foundation removal, excavation, grading, utilities installation, foundation work, driving of piles (foundation, shoring, etc.), site remediation, etc., shall require archeological monitoring because of the risk these activities pose to potential archaeological resources and to their depositional context;
- The archeological consultant shall advise all project contractors to be on the alert for evidence of the presence of the expected resource(s), of how to identify the evidence of the expected resource(s), and of the appropriate protocol in the event of apparent discovery of an archeological resource;
- The archeological monitor(s) shall be present on the project site according to a schedule agreed upon by the archeological consultant and the ERO until the ERO has, in consultation with project archeological consultant, determined that project construction activities could have no effects on significant archeological deposits;
- The archeological monitor shall record and be authorized to collect soil samples and artifactual/ecofactual material as warranted for analysis;
- If an intact archeological deposit is encountered, all soils-disturbing activities in the vicinity of the deposit shall cease. The archeological monitor shall be empowered to temporarily redirect demolition/excavation/pile driving/construction activities and equipment until the deposit is evaluated. If in the case of pile driving or deep foundation activities (foundation, shoring, etc.), the archeological monitor has cause to believe that the pile driving or deep foundation activities may affect an archeological resource, the pile driving or deep foundation activities shall be terminated until an appropriate evaluation of the resource has been made in consultation with the ERO. The archeological consultant shall immediately notify the ERO of the encountered archeological deposit. The archeological consultant shall make a reasonable effort to assess the identity, integrity, and

significance of the encountered archeological deposit, and present the findings of this assessment to the ERO. Whether or not significant archeological resources are encountered, the archeological consultant shall submit a written report of the findings of the monitoring program to the ERO, as detailed below.

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

Field Methods and Procedures. Descriptions of proposed field strategies, procedures, and operations.

- *Cataloguing and Laboratory Analysis.* Description of selected cataloguing system and artifact analysis procedures.
- *Discard and Deaccession Policy.* Description of and rationale for field and post-field discard and deaccession policies.
- *Interpretive Program.* Consideration of an on-site/off-site public interpretive program during the course of the archeological data recovery program.
- *Security Measures.* Recommended security measures to protect the archeological resource from vandalism, looting, and non-intentionally damaging activities.
- *Final Report.* Description of proposed report format and distribution of results.
- *Curation.* Description of the procedures and recommendations for the curation of any recovered data having potential research value, identification of appropriate curation facilities, and a summary of the accession policies of the curation facilities.

Human Remains, Associated or Unassociated Funerary Objects. The treatment of human remains and of associated or unassociated funerary objects discovered during any soils disturbing activity shall comply with applicable State and Federal Laws, including immediate notification of the Office of the Chief Medical Examiner of the City and County of San Francisco and in the event of the Medical Examiner's determination that the human remains are Native American remains, notification of the California State Native American Heritage Commission (NAHC) who shall appoint a Most Likely Descendant (MLD) (Public Resources Code section 5097.98). The ERO shall also be immediately notified upon discovery of human remains. The archeological consultant, project sponsor, ERO, and MLD shall have up to but not beyond six days after the discovery to make all reasonable efforts to develop an agreement for the treatment of human remains and associated or unassociated funerary objects with appropriate dignity (CEQA Guidelines section 15064.5(d)). The agreement should take into consideration the appropriate excavation, removal, recordation,

analysis, curation, possession, and final disposition of the human remains and associated or unassociated funerary objects. Nothing in existing State regulations or in this mitigation measure compels the project sponsor and the ERO to accept recommendations of an MLD. The archeological consultant shall retain possession of any Native American human remains and associated or unassociated burial objects until completion of any scientific analyses of the human remains or objects as specified in the treatment agreement if such as agreement has been made or, otherwise, as determined by the archeological consultant and the ERO. If no agreement is reached State regulations shall be followed including the reburial of the human remains and associated burial objects with appropriate dignity on the property in a location not subject to further subsurface disturbance (Public Resources Code section 5097.98).

Accidental Discovery: The project sponsor shall distribute the Planning Department archeological resource "ALERT" sheet to the project prime contractor; to any project subcontractor (including demolition, excavation, grading, foundation, pile driving, etc. firms); or utilities firm involved in soils disturbing activities within the project site. Prior to any soils disturbing activities being undertaken each contractor is responsible for ensuring that the "ALERT" sheet is circulated to all field personnel including, machine operators, field crew, pile drivers, supervisory personnel, etc.

In addition, the archaeological consultant shall provide a preconstruction training shall be provided to all construction personnel performing or managing soils disturbing activities prior to the start of soils disturbing activities on the project. The purpose of the training is to enable personnel to identify archaeological resources that may be encountered and to instruct them on what to do if a potential discovery occurs. Images of expected archeological resource types and archeological testing and data recovery methods should be included in the training.

The project sponsor shall provide the Environmental Review Officer (ERO) with a signed affidavit from the responsible parties (prime contractor, subcontractor(s), and utilities firm) to the ERO confirming that all field personnel have received copies of the Alert Sheet and have taken the preconstruction training.

Should any indication of an archeological resource be encountered during any soils disturbing activity of the project when the qualified archaeologist is not present, the project Head Foreman and/or project sponsor shall immediately notify the ERO and shall immediately suspend any soils disturbing activities in the vicinity of the discovery and protect the find in place until the ERO has determined what additional measures should be undertaken.

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

Once approved by the ERO, copies of the FARR shall be distributed as follows: California Archaeological Site Survey Northwest Information Center (NWIC) shall receive one copy and the ERO shall receive a copy of the transmittal of the FARR to the NWIC. The Environmental Planning division of the Planning Department shall receive one bound, one unbound and one unlocked, searchable PDF copy on CD of the FARR along with copies of any formal site recordation forms (CA DPR 523 series) and/or documentation for nomination to the National Register of Historic Places/California Register of Historical Resources. In instances of high public interest in or the high

interpretive value of the resource, the ERO may require a different final report content, format, and distribution than that presented above.

Project Mitigation Measure 8: Project-Specific Tribal Cultural Resource Assessment. The project shall be reviewed for the potential to affect a tribal cultural resource in tandem with the preliminary archeology review of the project by the San Francisco Planning Department archeologist. If preservation staff determines that the proposed project may have a potential significant adverse effect on a tribal cultural resource, then the following shall be required as determined warranted by the ERO.

If staff determines that preservation-in-place of the tribal cultural resource is both feasible and effective, based on information provided by the applicant regarding feasibility and other available information, then the project archeological consultant shall prepare an archeological resource preservation plan. Implementation of the approved plan by the archeological consultant shall be required when feasible. If staff determines that preservation-in-place of the Tribal Cultural Resource is not a sufficient or feasible option, then the project sponsor shall implement an interpretive program of the resource in coordination with affiliated Native American tribal representatives. An interpretive plan produced in coordination with affiliated Native American tribal representatives, at a minimum, and approved by the ERO shall be required to guide the interpretive program. The plan shall identify proposed locations for installations or displays, the proposed content and materials of those displays or installation, the producers or artists of the displays or installation, and a long-term maintenance program. The interpretive program may include artist installations, preferably by local Native American artists, oral histories with local Native Americans, artifacts displays and interpretation, and educational panels or other informational displays.

EXHIBIT M

Form of Assignment and Assumption Agreement

RECORDING REQUESTED BY
CLERK OF THE BOARD OF SUPERVISORS
OF THE CITY AND COUNTY OF SAN FRANCISCO
(Exempt from Recording Fees
Pursuant to Government Code
Section 27383)

AND WHEN RECORDED MAIL TO:

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

RELATIVE TO DEVELOPMENT AGREEMENT FOR [_____]

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "**Assignment**") is entered into this _____ day of _____, 20____, by and between _____, a _____ ("**Assignor**") and _____, a _____ ("**Assignee**").

RECITALS

A. [KR Flower Mart], a _____ and the City and County of San Francisco, a political subdivision and municipal corporation of the State of California (the "**City**"), entered into that certain Development Agreement (the "**Development Agreement**") dated as of _____, 2019 for reference purposes, with respect to certain real property owned by Assignor, as such property is more particularly described in the Development Agreement (the "**Project Site**"). The Development Agreement was recorded in the Official Records of the City and County of San Francisco on _____ as Document No. _____.

[add recital to document any previous transfer of the Transferred Property, with recording information]

B. The Development Agreement provides that Developer (Assignor) has the right to: (i) Transfer all or a portion of the Project Site, (ii) assign all of its rights, title, interest and obligations under the Development Agreement to a Transferee with respect to the portions of the Project Site transferred to the Transferee, and (iii) upon the recordation of an approved Assignment and Assumption Agreement, to be released from any prospective liability or obligation under the Development Agreement related to the Transferred Property as set forth in Section 13.3 of the Development Agreement.

C. Assignor intends to convey certain real property as more particularly identified and described on Exhibit A attached hereto (hereafter the "**Transferred Property** ") to Assignee. The Transferred Property is subject to the Development Agreement.

D. Assignor desires to assign and Assignee desires to assume Assignor's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Transferred Property, as more particularly described below.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Defined Terms. Initially capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Development Agreement.

2. Assignment of Development Agreement. Assignor hereby assigns to Assignee, effective as of Assignor's conveyance of the Transferred Property to Assignee, all of the rights, title, interest, burdens and obligations of Assignor under the Development Agreement with respect to the Transferred Property, including any Community Benefits that are tied to Buildings on the Transferred Property. Assignor retains all the rights, title, interest, burdens and obligations under the Development Agreement with respect to all other portions of the Project Site owned by Assignor.

3. Assumption of Development Agreement. Assignee hereby assumes, effective as of Assignor's conveyance of the Transferred Property to Assignee, all of the rights, title, interest, burdens and obligations of Assignor under the Development Agreement with respect to the Transferred Property, including its associated Community Benefits, and agrees to observe and fully perform all the duties and obligations of Assignor under the Development Agreement with respect to the Transferred Property, and to be subject to all the terms and conditions thereof with respect to the Transferred Property. The parties intend that, upon the execution of this Assignment and conveyance of the Transferred Property to Assignee, Assignee shall become the "Developer" under the Development Agreement with respect to the Transferred Property.

4. Reaffirmation of Indemnifications. Assignee hereby consents to and expressly reaffirms any and all indemnifications of the City set forth in the Development Agreement, including without limitation Section 5.7 of the Development Agreement.

5. [Flower Mart Relocation Obligation. *Include language describing Assignee's requirement to complete the Flower Market relocation and rent caps, etc., as applicable, and acceptance of Flower Market Obligations cross-default provisions*]

6. Assignee's Covenants. Assignee hereby covenants and agrees that: (a) Assignee shall not challenge the enforceability of any provision or requirement of the Development Agreement; (b) Assignee shall not sue the City in connection with any and all disputes between Assignor and Assignee arising from this Assignment or the Development Agreement, including any failure to complete all or any part of the Project by any party; and (c) Assignee shall indemnify the City and its officers, agents and employees from, and if requested, shall defend

them against any and all Losses resulting directly or indirectly from any dispute between Assignor and Assignee arising from this Assignment or the Development Agreement.

6. Binding on Successors. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

7. Notices. The notice address for Assignee under Section 15.11 of the Development Agreement shall be:

Attn: _____

With copy to:

Attn: _____

8. Counterparts. This Assignment may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

9. Governing Law. This Assignment and the legal relations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to its principles of conflicts of law.

IN WITNESS HEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:

[insert signature block]

ASSIGNEE:

[insert signature block]

EXHIBIT N

Notice of Completion and Termination

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

[KR Flower Mart LLC]
[address]_____

Attn: _____

(Space above this line reserved for Recorder's use
only)

THIS NOTICE OF COMPLETION OF BUILDING AND COMMUNITY BENEFITS (this "Notice") dated for reference purposes only as of this _____ day of _____, 20__, is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a political subdivision and municipal corporation of the State of California (the "City"), acting by and through its Planning Department, and [KR Flower Mart, a _____ limited liability corporation] ("Developer") [*substitute party, if needed*].

1. The City and Developer entered into that certain Development Agreement dated as of _____, and recorded in the Official Records of the City And County of San Francisco on _____, as Document Number _____ (Book No. ____, Reel No. _____) (the "Development Agreement"). Capitalized terms used in this Notice that are not defined shall have meaning given to such terms in the Development Agreement.

2. Under Section 7.1 of the Development Agreement, when one or more Buildings have been completed and all of the Associated Community Benefits tied to those specific Buildings have also been completed, the City agreed, upon Developer's request, to execute and record a notice of completion as it relates to the applicable Building.

3. The City confirms that the Building known as _____, located on the property described in the attached Exhibit A (the "Affected Property"), together with all of the Associated Community Benefits tied to that Building, have been completed in accordance with the Development Agreement. All parties with an interest in the Affected Property have the right to rely on this Notice.

CITY:

Approved as to form:

CITY AND COUNTY OF SAN FRANCISCO,
municipal corporation

[DENNIS J. HERRERA], City Attorney

By: _____
Director of Planning

By: _____
Deputy City Attorney

Exhibit O

Workforce Agreement

Developer shall make contributions and require Project Sponsors, Contractors, Consultants, Subcontractors and Subconsultants, as applicable, to undertake activities to support workforce development in both the construction and end use phases of the Project, as set forth in this Exhibit O.

A. Job Training Funds.

The Project shall contribute to the City \$200,000 (Two Hundred Thousand Dollars) to support certain workforce jobs training programs ("**Job Training Funds**"). Such funds shall be paid to City at the time when the other development impact fees for the Project are due, and be allocated only to direct services and used as provided herein.

1. Accounting. Developer shall have no right to challenge the appropriateness of or the amount of any expenditure, so long as it is used in accordance with the provisions of this Exhibit O. The Job Training Funds may be commingled with other funds of the City for purposes of investment and safekeeping, but the City shall maintain records as part of the City's accounting system to account for all the expenditures for a period of four (4) years following the date of the expenditure, and make such records available upon Developer's request.

2. Board Authorization. By approving the Agreement, the Board of Supervisors authorizes the City to accept and expend the Job Training Funds paid by the Developer as set forth in this Exhibit O. The Board of Supervisors also agrees that any interest earned on any the Job Training Funds shall remain in designated accounts for use by the City for training consistent with this Exhibit O and shall not be transferred to the City's general fund.

B. First Source Hiring Program.

1. Each Project Sponsor shall, with respect to each Workforce Building², (i) include in each Contract for construction work a provision requiring each Contractor to enter into a FSHA Construction Agreement in the form attached hereto as Attachment A before beginning any construction work, and (ii) provide a signed copy thereof to the First Source Hiring

Administration ("**FSHA**") and CityBuild within 10 business days of execution.

2. Each Project Sponsor shall, with respect to each Workforce Building, comply with the requirements of San Francisco Administrative Code Chapter 83 ("**Chapter 83**") and upon entering into leases or other occupancy contracts for commercial space at the Premises that are subject to Chapter 83 with a tenant ("**Commercial Tenant**"), will include in each such contract a requirement that the Commercial Tenant enter into a FSHA Operations Agreement in the form attached hereto as Attachment B, and (ii) provide a signed copy thereof to the FSHA within 10 business days of execution.

3. CityBuild shall represent the FSHA and will provide referrals of Qualified Economically Disadvantaged Individuals for Entry Level Positions on the construction work for each Workforce Building as required under Chapter 83. The FSHA will provide referrals of Qualified Economically Disadvantaged Individuals for the permanent Entry Level Positions located within the Premises where required under Chapter 83.

4. The owners or residents of the individual residential units and any residential Homeowner's Association within the Project shall have no obligations under this Section B and no obligation to enter into a FHSA Construction Agreement or FHSA Operations Agreement.

5. FSHA shall notify any Contractor, Subcontractor and Commercial Tenant, as applicable, in writing, with a copy to Project Sponsor, of any alleged breach on the part of that entity of its obligations under Chapter 83 or its FSHA Construction Agreement or the FSHA Operations Agreement, as applicable, before seeking an assessment of liquidated damages pursuant to Section 83.12 of the Administrative Code. FSHA sole remedies against a Contractor, Subcontractor or Commercial Tenant shall be as set forth in Chapter 83, including the enforcement process. Upon FSHA's request, a Project Sponsor shall reasonably cooperate with FSHA in any such enforcement action against any Contractor, Subcontractor or Commercial Tenant, provided in no event shall a Project Sponsor be liable for any breach by a Contractor, Subcontractor or Commercial Tenant.

6. If a Project Sponsor fulfills its obligations as set forth in this Section B, it shall not be held responsible for the failure of a Contractor, Subcontractor, Commercial Tenant or any other person or party to comply with the requirements of Chapter 83 or this Section B. If a Project Sponsor fails to fulfill its obligations under this Section B, the applicable provisions of Chapter 83 shall apply, though the City and the Project Sponsor shall have the right to invoke the process set forth in Section 9.2 of the Agreement.

C. **Local Business Enterprise (LBE) Utilization Program.**

Each Project Sponsor of a Workforce Building, as defined in Attachment C, and its respective Contractors and Consultants, shall comply with the Local Business Enterprise Utilization Program with an overall good faith efforts goal of 10% as more particularly set forth in Attachment C hereto.

² Any capitalized term used in this Section B that is not defined will have the definition given to such term in Attachment A, including the following terms: Contract, Contractor, Entry Level Positions, Project Sponsor, Qualified Economically Disadvantaged Individuals for Entry Level Positions, and Workforce Building.

Attachment A:

First Source Construction Hiring Agreement

This First Source Construction Hiring Agreement ("FSHA Construction Agreement") is made as of _____, by and between _____, the First Source Hiring Administration, (the "FSHA"), and the undersigned contractor _____ ("Contractor"):

RECITALS

WHEREAS, Contractor has executed or will execute an agreement (the "Contract") to construct or oversee a portion of the project to construct _____ [specify number of new dwelling units, and/or square feet of commercial space and number of accessory, off-street parking spaces] ("Workforce Building") at _____, Lots _____ in Assessor's Block _____, San Francisco California ("Site"), and a copy of this FSHA Construction Agreement is attached as an exhibit to, and incorporated in, the Contract; and

WHEREAS, as a material part of the consideration given by Contractor under the Contract, Contractor has agreed to execute this First Source Construction Agreement and participate in the San Francisco Workforce Development System established by the City and County of San Francisco, pursuant to Chapter 83 of the San Francisco Administrative Code;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. DEFINITIONS

For purposes of this FSHA Construction Agreement, initially capitalized terms shall be defined as follows:

- a. "Core" or "Existing" workforce: Contractor's "core" or "existing" workforce shall consist of any worker who appears on the Contractor's active payroll for at least 60 days of the 100 working days prior to the award of this Contract.
- b. Economically Disadvantaged Individual: An individual who is either (a) eligible for services under the Workforce Investment Act of 1998 (29 U.S.C.A. 2801, *et seq.*), as may be amended from time to time, or (b) designated as "economically disadvantaged" by the OEWD/First Source Hiring Administration as an individual who is at risk of relying upon, or returning to, public assistance.
- c. Hiring opportunity: When a Contractor adds workers to its existing workforce for the purpose of performing the Work under this Contract, a "hiring opportunity" is created. For example, if the carpentry subcontractor has an existing crew of five carpenters and needs seven carpenters to perform the work, then there are two hiring opportunities for carpentry on a Workforce Building.

- d. Job Notification: Written notice of job request from Contractor to CITYBUILD for any hiring opportunities. Contract shall provide Job Notifications to CITYBUILD with a minimum of 3 business days' notice.
- e. New hire: A "new hire" is any worker who is not a member of Contractor's core or existing workforce.
- f. Referral: A referral is an individual member of the CITYBUILD Referral Program who has received training appropriate to entering the construction industry workforce.
- g. Workforce Building: Blocks Building, Market Hall Building and Gateway Building as described in Exhibit B.1 (and alternatively B.2) to the 5th and Brannan Development Agreement, including initial tenant improvements therein, and any other Buildings or construction activities in the Project Site that require a Permit as defined in Chapter 83.
- h. Workforce participation goal: The workforce participation goal is expressed as a percentage of the Contractor's and its Subcontractors' new hires for a Workforce Building.
- i. Entry Level Position: A non-managerial position that requires no education above a high school diploma or certified equivalency, and less than two (2) years training or specific preparation, and shall include temporary and permanent construction jobs related to the development of a commercial activity.
- j. First Opportunity: Consideration by Contractor of System Referrals for filling Entry Level Positions prior to recruitment and hiring of non-System Referral job applicants.
- k. Job Classification: Categorization of employment opportunity or position by craft, occupational title, skills, and experience required, if any.
- l. Job Notification: Written notice, in accordance with Section 2(b) below, from Contractor to FSHA for any available Entry Level Position during the term of the Contract.
- m. Publicize: Advertise or post available employment information, including participation in job fairs or other forums.
- n. Qualified: An Economically Disadvantaged Individual who meets the minimum bona fide occupational qualifications provided by Contractor to the System in the job availability notices required this FSHA Construction Agreement.
- o. System: The San Francisco Workforce Development System established by the City and County of San Francisco, and managed by the Office of Economic and Workforce Development (OEWD), for maintaining (1) a pool of Qualified individuals, and (2) the mechanism by which such individuals are certified and referred to prospective employers covered by the First Source Hiring

requirements under Chapter 83 of the San Francisco Administrative Code. Under this agreement, CityBuild will act as the representative of the San Francisco Workforce Development System.

- p. System Referrals: Referrals by CityBuild of Qualified applicants for Entry Level Positions with Contractor.
- q. Subcontractor: A person or entity who has a direct contract with Contractor to perform a portion of the work under the Contract.
- r. Project Sponsor. Project Sponsor shall mean [*insert name of applicable Developer or Workforce Building owner*] , including any successor during the term of this FSHA Operations Agreement.

2. PARTICIPATION OF CONTRACTOR IN THE SYSTEM

- a. The Contractor agrees to work in Good Faith with the Office of Economic and Workforce Development (OEWD)'s CityBuild Program to achieve the goal of 50% of new hires for employment opportunities in the construction trades and Entry-Level Position related to providing support to the construction industry.

The Contractor shall provide CityBuild the following information about the Contractor's employment needs under the Contract for each Workforce Building:

- i. On Attachment A-1, the CityBuild Workforce Projection Form 1, Contractor will provide a detailed numerical estimate of journey and apprentice level positions to be employed on each Workforce Building for each trade.
 - ii. Contractor is required to ensure that a CityBuild Workforce Projection Form 1 is also completed by each of its Subcontractors.
 - iii. Contractor will collaborate with CityBuild staff in completing the CityBuild Workforce Hiring Plan Form 2, to identify, by trade, the number of Core workers at Workforce Building project start and the number of workers at Workforce Building project peak; and the number of positions that will be required to fulfill the First Source local hiring expectation.
 - iv. Contractor and Subcontractors will provide documented verification that its "core" employees for this contract meet the definition listed in Section 1.a.
 - v. A negotiated and signed CityBuild Workforce Hiring Plan Form 2 will constitute the First Source Hiring Plan for each Workforce Building as required under Chapter 83.
- b. Contractor must (A) give good faith consideration to all CityBuild Referrals, (B) review the resumes of all such referrals, (C) conduct interviews for posted Entry

Level Positions in accordance with the non-discrimination provisions of this contract, and (D) affirmative obligation to notify CityBuild of any new entry-level positions throughout the life of the Workforce Building.

- c. Contractor must provide constructive feedback to CityBuild on all System Referrals in accordance with the following:
 - i. If Contractor meets the criteria in Section 5(a) below that establishes “good faith efforts” of Contractor, Contractor must only respond orally to follow-up questions asked by the CityBuild account executive regarding each System Referral; and
 - ii. After Contractor has filled at least 5 Entry Level Positions under this Agreement, if Contractor is unable to meet the criteria in Section 5(b) below that establishes “good faith efforts” of Contractor, Contractor will be required to provide written comments on all CityBuild Referrals.
- d. Contractor must provide timely notification to CityBuild as soon as the job is filled, and identify by whom.

3. CONTRACTOR RETAINS DISCRETION REGARDING HIRING DECISIONS

Contractor agrees to offer the System the First Opportunity to provide qualified applicants for employment consideration in Entry Level Positions, subject to any enforceable Collective Bargaining Agreements as defined in Section 8 below. Contractor shall consider all applications of Qualified System Referrals for employment. Provided Contractor utilizes nondiscriminatory screening criteria, Contractor shall have the sole discretion to interview and hire any System Referrals.

4. COMPLIANCE WITH COLLECTIVE BARGAINING AGREEMENTS

Notwithstanding any other provision hereunder, if Contractor is subject to any Collective Bargaining Agreement(s) requiring compliance with a pre-established applicant referral process, Contractor’s only obligations with regards to any available Entry Level Positions subject to such Collective Bargaining Agreement(s) during the term of the Contract shall be the following:

- a. Contractor shall notify the appropriate union(s) of the Contractor’s obligations under this FSHA Construction Agreement and request assistance from the union(s) in referring Qualified applicants for the available Entry Level Position(s), to the extent such referral can conform to the requirements of the Collective Bargaining Agreement(s).
- b. Contractor shall use “name call” privileges, in accordance with the terms of the applicable Collective Bargaining Agreement(s), to seek Qualified applicants from the System for the available Entry Level Position(s).

- c. Contractor shall sponsor Qualified apprenticeship applicants, referred through the System, for applicable union membership.

5. CONTRACTOR'S GOOD FAITH EFFORT TO COMPLY WITH ITS OBLIGATIONS HEREUNDER

Contractor will make good faith efforts to comply with its obligations to participate in the System under this FSHA Construction Agreement. Determinations of Contractor's good faith efforts shall be in accordance with the following:

- a. Contractor shall be deemed to have used good faith efforts if Contractor accurately completes and submits prior to the start of demolition and/or construction of a Workforce Building Attachment A-1: CityBuild Workforce Projection Form 1; and
- b. Contractor's failure to meet the criteria set forth from Section 5(c) to 5(m) does not impute "bad faith." Failure to meet the criteria set forth in Section 5(c) to 5(m) shall trigger a review of the referral process and the Contractor's efforts to comply with this FSHA Construction Agreement. Such review shall be conducted by FSHA in accordance with Section 11 (c) below.
- c. Meet with the Workforce Building project's Project Sponsor, general contractor, or CityBuild representative to review and discuss the plan to meet local hiring obligations under San Francisco's First Source Hiring Ordinance (Municipal Code- Chapter 83) or the City and County of San Francisco Administrative Code Chapter 6.
- d. Contact a CityBuild representative to review hiring projections and goals for this Workforce Building project. Contractor must take active steps to advise all of its subcontractors of the local hiring obligations on the Workforce Building project, including, but not limited to providing CityBuild access and presentation time at each pre-bid, each pre-construction, and if necessary, any progress meeting held throughout the life of the Workforce Building project.
- e. Submit to CityBuild a "Projection of Entry Level Positions" form or other formal written notification specifying expected hiring needs during the Workforce Building project's duration.
- f. Notify the respective union(s) regarding local hiring obligations and request their assistance in referring qualified San Francisco residents for any available position(s). This step applies to the extent that such referral would not violate the union's Collective Bargaining Agreement(s).
- g. Reserve "name call" privileges for qualified applicants referred through the CityBuild system. This should be done within the terms of applicable Collective Bargaining Agreement(s).

- h. Provide CityBuild with up-to-date list of all trade unions affiliated with any work on this project in a timely matter in order to facilitate CityBuild's notification to these unions of the Workforce Building project's workforce requirements.
- i. Submit a "Job Request" form to CityBuild for each apprentice level position that becomes available. Please allow a minimum of 3 Business Days for CityBuild to provide appropriate candidate(s). Contractor should simultaneously contact its union about the position as well, and let them know that Contractor has contacted CityBuild as part of its local hiring obligations.
- j. The Contractor has an ongoing, affirmative obligation and must advise each of its subs of their ongoing obligation to notify CityBuild of any/all apprentice level openings that arise throughout the duration of the Workforce Building project, including openings that arise from layoffs of original crew. Contractor shall not exercise discretion in informing CityBuild of any given position; rather, CityBuild is to be universally notified, and a discussion between the Contractor and CityBuild can determine whether a CityBuild graduate would be an appropriate placement for any given apprentice level position.
- k. Hire qualified candidate(s) referred through the CityBuild system. In the event of the firing/layoff of any CityBuild graduate, Contractor must notify CityBuild staff within two days of the decision and provide justification for the layoff; ideally, Contractor will request a meeting with the Workforce Building project's employment liaison as soon as any issue arises with a CityBuild placement in order to remedy the situation before termination becomes necessary.
- l. Provide a monthly report and/or any relevant workforce records or data from contractors to identify workers employed on the Workforce Building project, source of hire, and any other pertinent information as pertain to compliance with this FSHA Construction Agreement.
- m. Maintain accurate records of efforts to meet the steps and requirements listed above. Such records must include the maintenance of an on-site First Source Hiring Compliance binder, as well as records of any new hire made by the Contractor through a San Francisco CBO whom the Contractor believes meets the First Source Hiring criteria. Any further efforts or actions agreed upon by CityBuild staff and the Contractor on a Workforce Building project basis.

6. COMPLIANCE WITH THIS AGREEMENT OF SUBCONTRACTORS

In the event that Contractor subcontracts a portion of the work under the Contract, Contractor shall determine how many, if any, of the Entry Level Positions are to be employed by its Subcontractor(s) using Form 1: the CityBuild Workforce Projection Form and minimum hiring goals using Form 2: the CityBuild Workforce Hiring Plan, provided, however, that Contractor shall retain the primary responsibility for meeting the requirements imposed under this FSHA Construction Agreement. Contractor shall

ensure that this FSHA Construction Agreement is incorporated into and made applicable to such Subcontract.

7. EXCEPTION FOR ESSENTIAL FUNCTIONS

Nothing in this FSHA Construction Agreement precludes Contractor from using temporary or reassigned existing employees to perform essential functions of its operation; provided, however, the obligations of this FSHA Construction Agreement to make good faith efforts to fill such vacancies permanently with System Referrals remains in effect. For these purposes, "essential functions" means those functions absolutely necessary to remain open for business.

8. CONTRACTOR'S COMPLIANCE WITH EXISTING EMPLOYMENT AGREEMENTS

Nothing in this FSHA Construction Agreement shall be interpreted to prohibit the continuation of existing workforce training agreements or to interfere with consent decrees, collective bargaining agreements, project labor agreements or existing employment contracts (Collective Bargaining Agreements"). In the event of a conflict between this FSHA Construction Agreement and an existing agreement, the terms of the existing agreement shall supersede this FSHA Construction Agreement.

9. HIRING GOALS EXCEEDING OBLIGATIONS OF THIS AGREEMENT

Nothing in this FSHA Construction Agreement shall be interpreted to prohibit the adoption of hiring and retention goals, first source hiring and interviewing requirements, notice and job availability requirements, monitoring, record keeping, and enforcement requirements and procedures which exceed the requirements of this FSHA Construction Agreement.

10. OBLIGATIONS OF CITYBUILD

Under this FSHA Construction Agreement, CityBuild shall:

- a. Upon signing the CityBuild Workforce Hiring Plan, immediately initiate recruitment and pre-screening activities.
- b. Recruit Qualified individuals to create a pool of applicants for jobs who match Contractor's Job Notification and to the extent appropriate train applicants for jobs that will become available through the First Source Program;
- c. Screen and refer applicants according to qualifications and specific selection criteria submitted by Contractor;
- d. Provide funding for City-sponsored pre-employment, employment training, and support services programs;

- e. Follow up with Contractor on outcomes of System Referrals and initiate corrective action as necessary to maintain an effective employment/training delivery system;
- f. Provide Contractor with reporting forms for monitoring the requirements of this FSHA Construction Agreement; and
- g. Monitor the performance of the FSHA Construction Agreement by examination of records of Contractor as submitted in accordance with the requirements of this FSHA Construction Agreement.

11. CONTRACTOR'S REPORTING AND RECORD KEEPING OBLIGATIONS

Contractor shall:

- a. Maintain accurate records demonstrating Contractor's compliance with the First Source Hiring requirements of Chapter 83 of the San Francisco Administrative Code including, but not limited to, the following:
 - (1) Applicants
 - (2) Job offers
 - (3) Hires
 - (4) Rejections of applicants
- b. Submit completed reporting forms based on Contractor's records to CityBuild quarterly, unless more frequent submittals are reasonably required by FSHA. In this regard, Contractor agrees that if a significant number of positions are to be filled during a given period or other circumstances warrant, CityBuild may require daily, weekly, or monthly reports containing all or some of the above information.
- c. If based on complaint, failure to report, or other cause, the FSHA has reason to question Contractor's good faith effort, Contractor shall demonstrate to the reasonable satisfaction of the City that it has exercised good faith to satisfy its obligations under this FSHA Construction Agreement.

12. DURATION OF THIS AGREEMENT

This FSHA Construction Agreement shall be in full force and effect throughout the term of the Contract. Upon expiration of the Contract, or its earlier termination, this FSHA Construction Agreement shall terminate and it shall be of no further force and effect on the parties hereto.

13. NOTICE

All notices to be given under this FSHA Construction Agreement shall be in writing and sent by: certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail,

a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or hand delivery, in which case notice shall be deemed delivered on the date received, all as follows:

If to FSHA: First Source Hiring Administration
OEWD, 1 South Van Ness 5th Fl.
San Francisco, CA 94103
Attn: Ken Nim, Compliance Manager,
ken.nim@sfgov.org

If to CityBuild: CityBuild Compliance Manager
OEWD, 1 South Van Ness 5th Fl.
San Francisco, CA 94103
Attn: Ken Nim, Compliance Manager,
ken.nim@sfgov.org

If to Project Sponsor: Kilroy Realty Corporation
100 First Street, Suite 250
San Francisco, CA 94105
Attn: Regional Vice President, SF

If to Contractor:

Attn:

- a. Any party may change its address for notice purposes by giving the other parties notice of its new address as provided herein. A “business day” is any day other than a Saturday, Sunday or a day in which banks in San Francisco, California are authorized to close.
- b. Notwithstanding the forgoing, any Job Notification or any other reports required of Contractor under this Agreement (collectively, “Contractor Reports”) shall be delivered to the address of FSHA pursuant to this Section via first class mail, postage paid, and such Contractor Reports shall be deemed delivered two (2) business days after deposit in the mail in accordance with this Subsection.

14. ENTIRE AGREEMENT

This FSHA Construction Agreement and the 5th and Brannan Street Development Agreement contain the entire agreement between the parties to this FSHA Construction Agreement and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest. This FSHA Construction Agreement shall inure to the benefit of and be binding on the parties and their respective successors and assigns. If there is more than one party comprising Contractor, their obligations shall be joint and several.

15. SEVERABILITY

If any term or provision of this FSHA Construction Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this FSHA Construction Agreement shall not be affected.

16. COUNTERPARTS

This FSHA Construction Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

17. HEADINGS

Section titles and captions contained in this FSHA Construction Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this FSHA Construction Agreement or the intent of any of its provisions

18. GOVERNING LAW

This FSHA Construction Agreement shall be governed and construed by the laws of the State of California, and interpreted consistent with the requirements of Chapter 83.

IN WITNESS WHEREOF, the following have executed this FSHA Construction Agreement as of the date set forth above.

CONTRACTOR:

Date: _____

Signature: _____

Name of Authorized Signer: _____

Company: _____

Address: _____

Phone: _____

Email: _____



SAN FRANCISCO
Office of Economic and Workforce Development

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT
CITYBUILD PROGRAM



FIRST SOURCE HIRING PROGRAM
ATTACHMENT A-1 - CITYBUILD
CONSTRUCTION CONTRACTS

FORM 1: CITYBUILD WORKFORCE PROJECTION

Instructions

The Prime Contractor must complete and submit Form 1 within 30 days of award of contract.
All subcontractors with contracts in excess of \$100,000 must complete Form 1 and submit to the Prime Contractor within 30 days of award of contract.
The Prime Contractor is responsible for collecting all completed Form 1's from all subcontractors.
It is the Prime Contractor's responsibility to ensure the CityBuild Program receives completed Form 1's from all subcontractors in the specified time and keep a record of these forms in a compliance binder at the project jobsite.
All contractors and subcontractors are required to attend a preconstruction meeting with CityBuild staff.

Construction Project Name: _____	Construction Project Address: _____
Projected Start Date: _____	Contract Duration: _____ (calendar days)
Company Name: _____	Company Address: _____
Main Contact Name: _____	Main Phone Number: _____
Main Contact Email : _____	
Name of Person with Hiring Authority: _____	Hiring Authority Phone Number: _____
Hiring Authority Email: _____	

_____ Name of Authorized Representative	_____ Signature of Authorized Representative*	_____ Date
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***By signing this form, the company agrees to participate in the CityBuild Program and comply with the provisions of the First Source Hiring Agreement pursuant to San Francisco Administrative Code Chapter 83.**

Table 1: Briefly summarize your contracted or subcontracted scope of work

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Table 2: Complete on the following page

List the construction trade crafts that are projected to perform work. Do not list Project Managers, Engineers, Administrative, and any other non-construction trade employees.
Total Number of Workers on the Project: The total number of workers projected to work on the project per construction trade. This number will include existing workers and new hires. For union contractors this total will also include union dispatches.

Total Number of New Hires: List the projected number of New Hires that will be employed on the project. For union contractors, New Hires will also include union dispatches.

Table 2: List all construction trades projected to perform work

Construction Trades	Journey or Apprentice	Union (Yes or No)	Total Work Hours	Total Number of Workers on the Project	Total Number of New Hires
	J <input type="checkbox"/> A <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>			
	J <input type="checkbox"/> A <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>			
	J <input type="checkbox"/> A <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>			
	J <input type="checkbox"/> A <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>			
	J <input type="checkbox"/> A <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>			
	J <input type="checkbox"/> A <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>			
	J <input type="checkbox"/> A <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>			
	J <input type="checkbox"/> A <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>			

Table 3: List your core or existing employees projected to work on the project

Please provide information on your projected core or existing employees that will perform work on the jobsite.

"Core" or "Existing" workers are defined as any worker appearing on the Contractor's active payroll for at least 60 out of the 100 working days prior to the award of this Contract. If necessary, continue on a separate sheet.

Name of Core or Existing Employee	Construction Trade	Journey or Apprentice	City	Zip Code
		J <input type="checkbox"/> A <input type="checkbox"/>		
		J <input type="checkbox"/> A <input type="checkbox"/>		
		J <input type="checkbox"/> A <input type="checkbox"/>		
		J <input type="checkbox"/> A <input type="checkbox"/>		
		J <input type="checkbox"/> A <input type="checkbox"/>		
		J <input type="checkbox"/> A <input type="checkbox"/>		
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		J <input type="checkbox"/> A <input type="checkbox"/>		
		J <input type="checkbox"/> A <input type="checkbox"/>		
		J <input type="checkbox"/> A <input type="checkbox"/>		
		J <input type="checkbox"/> A <input type="checkbox"/>		

FOR CITY USE ONLY: CityBuild Staff: _____

Approved: Yes ☐ No ☐

Date: _____

Reason: _____



FORM 4: FIRST SOURCE SUMMARY REPORT

Date:

Contact Number:

A-13



CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE
DEVELOPMENT
CITYBUILD PROGRAM



FIRST SOURCE HIRING PROGRAM
CITYBUILD ATTACHMENT 3
CONSTRUCTION CONTRACTS

FORM 3: CITYBUILD JOB NOTICE FORM

INSTRUCTIONS: To meet the requirements of the First Source Hiring Program (San Francisco Administrative Code Chapter 83), the Contractor shall notify CityBuild, the First Source Hiring Administrator, of all new hiring opportunities with a minimum of 3 business days prior to the start date.

1. Complete the form and fax to CityBuild 415-701-4896 or EMAIL: workforce.development@sfgov.org
2. Contact Workforce Development at 415-701-4848 or by email: local.hire.ordinance@sfgov.org

OR call the main line of the Office of Economic and Workforce Development (OEWD) at 415-701-4848 to confirm receipt of fax or email.

ATTENTION: Please also submit this form to your union or hiring hall if you are required to do so under your collective bargaining agreement or contract. CityBuild is not a Dispatching Hall, nor does this form act as a Request for Dispatch. All formal Requests for Dispatch will be conducted through your union or hiring hall.

Section A. Job Notice Information

Trade _____ # of Journeymen _____ # of Apprentices _____

Start Date _____ Start Time _____ Job Duration _____

Brief description of your scope of work: _____

Section B. Union Information (Union contractors complete Section B. Otherwise, leave Section B blank)

Local # _____ Union Contact Name _____ Union Phone # _____

Section C. Contractor Information

Project Name: _____

Jobsite Location: _____

Contractor: _____ Prime ☐ Sub ☐

Contractor Address: _____

Contact Name: _____ Title: _____

Office Phone: _____ Cell Phone: _____ Email: _____

Alt. Contact: _____ Phone #: _____

Contractor Contact Signature _____ Date _____

OEWD USE ONLY Able to Fill Yes ☐ No ☐

City and County of San Francisco



Edwin M. Lee, Mayor

First Source Hiring Program

Office of Economic and Workforce Development
Workforce Development Division

Attachment B: First Source Hiring Agreement For Business, Commercial, Operation and Lease Occupancy of the Building

This First Source Hiring Agreement (this "FSHA Operations Agreement"), is made as of _____, by and between _____ (the "Lessee"), and the First Source Hiring Administration, (the "FSHA"), collectively the "Parties":

RECITALS

WHEREAS, Lessee has plans to occupy the building at [Address] "Premises" which required a First Source Hiring Agreement between the project sponsor and FSHA due to the issuance of a building permit for 25,000 square feet or more of floor space or construction of ten or more residential units; and,

WHEREAS, the Project Sponsor was required to provide notice in leases, subleases and other occupancy contracts for use of the Premises ("Contract"); and

WHEREAS, as a material part of the consideration given by Lessee under the Contract, Lessee has agreed to execute this FSHA Operations Agreement and participate in the Workforce System managed by the Office of Economic and Workforce Development (OEWD) as established by the City and County of San Francisco pursuant to Chapter 83 of the San Francisco Administrative Code;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Parties covenant and agree as follows:

1. DEFINITIONS

For purposes of this FSHA Operations Agreement, initially capitalized terms shall be defined as follows:

- a. **Entry Level Position:** Any non-managerial position that requires no education above a high school diploma or certified equivalency, and less than two (2) years training or specific preparation, and shall include temporary, permanent, trainee and intern positions.
- b. **Workforce System:** The First Source Hiring Administrator established by the City and County of San Francisco and managed by the Office of Economic and Workforce Development (OEWD).

- c. Referral: A member of the Workforce System who has been identified by OEWD as having the appropriate training, background and skill sets for a Lessee specified Entry Level Position.
- d. Lessee: Tenant, business operator and any other occupant of a Workforce Building requiring a First Source Hiring Agreement as defined in SF Administrative Code Chapter 83. Lessee shall include every person tenant, subtenant, or any other entity occupying a Workforce Building for the intent of doing business in the City and County of San Francisco and possessing a Business Registration Certificate with the Office of Treasurer.
- e. Project Sponsor shall mean *[insert name of applicable Developer or Workforce Building owner]* , including any successor during the term of this FSHA Operations Agreement.
- e. Workforce Building: Blocks Building, Market Hall Building, and Gateway Building as described in Exhibit B.1 (or alternatively B.2) to the 5th and Brannan Street Development Agreement, including initial tenant improvements therein, and any other Buildings or construction activities within the Project Site that require a Permit as defined in Chapter 83.

2. OEWD WORKFORCE SYSTEM PARTICIPATION

- a. Lessee shall notify OEWD's Business Team of every available Entry Level Position and provide OEWD 10 business days to recruit and refer qualified candidates prior to advertising such position to the general public. Lessee shall provide feedback including but not limited to job seekers interviewed, including name, position title, starting salary and employment start date of those individuals hired by the Lessee no later than 10 business days after date of interview or hire. Lessee will also provide feedback on reasons as to why referrals were not hired. Lessee shall have the sole discretion to interview any Referral by OEWD and will inform OEWD's Business Team why specific persons referred were not interviewed. Hiring decisions shall be entirely at the discretion of Lessee.
- b. This FSHA Operations Agreement shall be in full force and effect as to each Workforce Building until the earlier of (a) ten (10) years following the date Lessee opens for business at the Premises, or (b) termination of Lessee's lease or other occupancy agreement, at which time this FSHA Operations Agreement shall terminate and be of no further force and effect on the parties hereto.

3. GOOD FAITH EFFORT TO COMPLY WITH ITS OBLIGATIONS HEREUNDER

Lessee will make good faith efforts to comply with its obligations under this FSHA Operations Agreement. Determination of good faith efforts shall be based on all of the following:

- a. Lessee will execute this FSHA Operations Agreement and Attachment B-1 upon entering into leases for the commercial space of the Workforce Building. Lessee

will also accurately complete and submit Attachment B-1 annually to reflect employment conditions.

- b. Lessee agrees to register with OEWD's Referral Tracking System, upon execution of this FSHA Operations Agreement.
- c. Lessee shall notify OEWD's Business Services Team of all available Entry Level Positions 10 business days prior to posting with the general public. The Lessee must identify a single point of contact responsible for communicating Entry- Level Positions and take active steps to ensure continuous communication with OEWD's Business Services Team.
- d. Lessee accurately completes and submits Attachment B-1, the "First Source Employer's Projection of Entry-Level Positions" form to OEWD's Business Services Team upon execution of this FSHA Operations Agreement.
- e. Lessee fills at least 50% of open Entry Level Positions with First Source referrals. Specific hiring decisions shall be the sole discretion of the Lessee.
- f. Nothing in this FSHA Operations Agreement shall be interpreted to prohibit the continuation of existing workforce training agreements or to interfere with consent decrees, collective bargaining agreements, or existing employment contracts. In the event of a conflict between this FSHA Operations Agreement and an existing agreement, the terms of the existing agreement shall supersede this FSHA Operations Agreement.

Lessee's failure to meet the criteria set forth in Section 3 (a.b.c.d.e.) does not impute "bad faith" and shall trigger a review of the referral process and compliance with this FSHA Operations Agreement. Failure and noncompliance with this FSHA Operations Agreement will result in penalties as defined in SF Administrative Code Chapter 83, Lessee agrees to review SF Administrative Code Chapter 83, and execution of the FSHA Operations Agreement denotes that Lessee agrees to its terms and conditions.

4. NOTICE

All notices to be given under this FSHA Operations Agreement shall be in writing and sent via mail or email as follows:

ATTN: Business Services, Office of Economic and Workforce Development 1
South Van Ness Avenue, 5th Floor, San Francisco, CA 94103
Email: Business.Services@sfgov.org

5. ENTIRE AGREEMENT

This FSHA Operations Agreement and the 5th and Brannan Street Development Agreement contain the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors. If any term or provision of this FSHA Operations Agreement shall be held invalid or unenforceable, the remainder of this FSHA Operations Agreement shall not be affected. If this FSHA Operations Agreement is executed in one or more counterparts,

each shall be deemed an original and all, taken together, shall constitute one and the same instrument. This FSHA Operations Agreement shall inure to the benefit of and be binding on the parties and their respective successors and assigns. If there is more than one party comprising Lessee, their obligations shall be joint and several.

Section titles and captions contained in this FSHA Operations Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions. This FSHA Operations Agreement shall be governed and construed by laws of the State of California.

IN WITNESS WHEREOF, the following have executed this FSHA Operations Agreement as of the date set forth above.

Date: _____

Signature: _____

Name of Authorized Signer: _____

Company: _____

Address: _____

Phone: _____

Email: _____

Business Name: _____ Phone: _____
Main Contact: _____ Email: _____

Signature of authorized representative* _____ Date _____

**By signing this form, the lessee agrees to participate in the Workforce System managed by the Office of Economic and Workforce Development (OEWD) and comply with the provisions of Exhibit B First Source Hiring Agreement pursuant to San Francisco Administrative Code Chapter 83.*

Instructions:

- Upon entering into leases for the commercial space of the building, the Lessee must submit to OEWD, a signed Attachment B and Attachment B-1. Lessee will also complete and submit an Attachment B-1 annually to reflect employment conditions.
- The employer must notify the First Source Hiring Program (Contact Info below) if an **Entry Level Position** becomes available.

Section 1: Select your Industry

- | | | |
|--|--|--|
| <input type="checkbox"/> Auto Repair | <input type="checkbox"/> Entertainment | <input type="checkbox"/> Personal Services |
| <input type="checkbox"/> Business Services | <input type="checkbox"/> Elder Care | <input type="checkbox"/> Professionals |
| <input type="checkbox"/> Consulting | <input type="checkbox"/> Financial Services | <input type="checkbox"/> Real Estate |
| <input type="checkbox"/> Construction | <input type="checkbox"/> Healthcare | <input type="checkbox"/> Retail |
| <input type="checkbox"/> Government Contract | <input type="checkbox"/> Insurance | <input type="checkbox"/> Security |
| <input type="checkbox"/> Education | <input type="checkbox"/> Manufacturing | <input type="checkbox"/> Wholesale |
| <input type="checkbox"/> Food and Drink | <input type="checkbox"/> I don't see my industry (Please Describe) _____ | |

Section 2: Describe Primary Business Activity

Section 3: Provide information on all Entry Level Positions

Entry-Level Position Title	Job Description	Number of New Hires	Projected Hiring Date

Please email, fax, or mail this form SIGNED to:

ATTN: Business Services
Office of Economic and Workforce Development
1 South Van Ness Avenue, 5th Floor, San Francisco, CA 94103
Tel: 415-701-4848
Fax: 415-701-4897
<mailto:Business.Services@sfgov.org>
Website: www.workforcedevelopmentsf.org

Attachment C:

Local Business Enterprise Utilization Plan (Exhibit O – Workforce Agreement)

1. Purpose and Scope. This Attachment C ("LBE Utilization Plan") governs the Local Business Enterprise obligations of the Project pursuant to San Francisco Administrative Code Section 14B.20 and satisfies the obligations of each Project Sponsor and its Contractors and Consultants for a LBE Utilization Plan as set forth therein. In the event of any conflict between Administrative Code Chapter 14B and this Attachment, this Attachment shall govern.
2. Roles of Parties. In connection with the design and construction phases of each Workforce Building (as defined below), the Project will provide community benefits designed to foster employment opportunities for disadvantaged individuals by offering contracting and consulting opportunities to local business enterprises ("LBEs"). Each Project Sponsor of a Workforce Building shall participate in a local business enterprise program, and the City's Contract Monitoring Division ("CMD") will serve the roles as set forth below.
3. Definitions. For purposes of this Attachment, the definitions shall be as follows:
 - a. "CMD" shall mean the Contract Monitoring Division of the City Administrator's Office.
 - b. "Commercially Useful Function" shall mean that the business is directly responsible for providing the materials, equipment, supplies or services to the Project Sponsor, Construction Contractor or professional services firm retained to work on a Workforce Building, as the case may be (each, a "Contracting Party") as required by the solicitation or request for quotes, bids or proposals. Businesses that engage in the business of providing brokerage, referral or temporary employment services shall not be deemed to perform a "commercially useful function" unless the brokerage, referral or temporary employment services are those required and sought by the Project Sponsor or a Contractor or professional services firm. When the Project Sponsor or a Contractor or professional services firm requires and seeks products from an LBE supplier or distributor, no more than sixty percent of the cost of the product shall be credited towards LBE participation goals. If the listed supplier or distributor does not regularly stock or is a specially manufactured item(s), the required product, no more than five percent of the cost of the product shall be credited towards LBE participation goals.
 - c. "Consultant" shall mean a person or company that has entered into a professional services contract for monetary consideration with a Project Sponsor to provide advice or services to the Project Sponsor directly related to the architectural or landscape design, physical planning, and/or civil, structural or environmental engineering of a Workforce Building.
 - d. "Contract(s)" shall mean an agreement, whether a direct contract or subcontract, for Consultant or Contractor services for all or a portion of a Workforce Building.
 - e. "Contractor" shall mean a person or entity that enters into a direct Contract with a Project Sponsor to build or construct all or a portion of a Workforce Building.

f. "Good Faith Efforts" shall mean procedural steps taken by the Project Sponsor, Contractor or Consultant with respect to the attainment of the LBE participation goals, as set forth in Section 6 below.

g. "Local Business Enterprise" or "LBE" means a business that is certified as an LBE under Chapter 14B.3.

h. "LBE Liaison" shall mean the Project Sponsor's primary point of contact with CMD regarding the obligations of this LBE Utilization Plan. Each prime Contractor(s) shall likewise have a LBE Liaison.

i. "Project Sponsor" shall mean the project sponsor of a Workforce Building.

j. "Subconsultant" shall mean a person or entity that has a direct Contract with a Consultant to perform a portion of the work under a Contract for a Workforce Building.

k. "Subcontractor" shall mean a person or entity that has a direct Contract with a Contractor to perform a portion of the work under a Contract for a Workforce Building.

l. "Workforce Building" shall mean the Buildings as described in Exhibit B.1 (or alternatively B.2) to the 5th and Brannan Street Development Agreement, including initial tenant improvements therein.

4. LBE Participation Goal. Project Sponsor agrees to participate in this LBE Utilization Program and CMD agrees to work with Project Sponsor in this effort, as set forth in this Attachment C. As long as this Attachment C remains in full force and effect, each Project Sponsor shall make good faith efforts as defined below to achieve an overall LBE participation goal of 10% of the total cost of all Contracts for a Workforce Building awarded to LBE Contractors, Subcontractors, Consultants or Subconsultants that are Small and Micro-LBEs, as set forth in Administrative Code Section 14B.8(A).

5. Project Sponsor Obligations. Each Project Sponsor shall comply with the requirements of this Attachment C as follows: Upon entering into a Contract with a Contractor or Consultant, each Project Sponsor will include each such Contract a provision requiring the Contractor or Consultant to comply with the terms of this Attachment C, and setting forth the applicable percentage goal for such Contract, and provide a signed copy thereof to CMD within 10 business days of execution. Such Contract shall specify the notice information for the Contractor or Consultant to receive notice pursuant to Section 16. Each Project Sponsor shall identify a "LBE Liaison" as its main point of contact for outreach/compliance concerns and shall be available to meet with CMD staff on a regular basis or as necessary regarding the implementation of this Attachment C. If a Project Sponsor fulfills its obligations as set forth in this Section 5 and otherwise cooperates in good faith at CMD's request with respect to any meet and confer process or enforcement action against a non-compliant Contractor, Consultant, Subcontractor or Subconsultant, then it shall not be held responsible for the failure of a Contractor, Consultant, Subcontractor or Subconsultant or any other person or party to comply with the requirements of this Attachment C.

6. Good Faith Efforts. City acknowledges and agrees that each Project Sponsor, Contractor, Subcontractor, Consultant and Subconsultant shall have the sole discretion to qualify,

hire or not hire LBEs. If a Contractor or Consultant does not meet the LBE hiring goal set forth above, it will nonetheless be deemed to satisfy the good faith effort obligation of this Section 6 and thereby satisfy the requirements and obligations of this Attachment C if the Contractor, Consultants and their Subcontractors and Subconsultants, as applicable, perform the good faith efforts set forth in this Section 6 as follows:

a. Advance Notice. Notify CMD in writing of all upcoming solicitations of proposals for work under a Contract at 15 business days before issuing such solicitations to allow opportunity for CMD to identify and outreach to any LBEs that it reasonably deems may be qualified for the Contract scope of work.

b. Contract Size. Where practicable, the Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant will divide the work in order to encourage maximum LBE participation or, encourage joint venturing. The Contracting Party will identify specific items of each Contract that may be performed by Subcontractors.

c. Advertise. The Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant will advertise for at least 30 days prior to the opening of bids or proposals, for professional services and contracting opportunities in media focused on small businesses including the Bid and Contract Opportunities website through the City's Office of Contract Administration (<http://mission.sfgov.org/OCABidPublication>) and other local and trade publications, and allowing subcontractors to attend outreach events, pre-bid meetings, and inviting LBEs to submit bids to Project Sponsor or its prime Contractor or Consultant, as applicable. As practicable, convene pre-bid or pre-solicitation meetings no less than 15 days prior to the opening of bids and proposals to all for LBEs to ask questions about the selection process and technical specifications/requirements. A Project Sponsor may request CMD's permission to award a contract without advertising if the work consists of specialty services or otherwise does not provide opportunities for LBE participation.

d. CMD Invitation. If a pre-bid meeting or other similar meeting is held with proposed Contractors, Subcontractors, Consultants or Subconsultants, invite CMD to the meeting to allow CMD to explain proper LBE utilization.

e. Public Solicitation. The Project Sponsor or its Prime Contractor(s) and/or Consultants, as applicable, will work with CMD to follow up on initial solicitations of interest by contacting LBEs to determine with certainty whether they are interested in performing specific items in a project.

f. Outreach and Other Assistance. The Project Sponsor or its Prime Contractor (s) and/or Consultants, as applicable, will a) provide LBEs with plans, specifications and requirements for all or part of the project; b) notify LBE trade associations that disseminate bid and contract information and provide technical assistance to LBEs. The designated LBE Liaison(s) will work with CMD to conduct outreach to LBEs for all consulting/contracting opportunities in the applicable trades and services in order to encourage them to participate on the project.

g. **Contacts.** Make contacts with LBEs, associations or development centers, or any agencies, which disseminate bid and contract information to LBEs and document any other efforts undertaken to encourage participation by LBEs.

h. **Good Faith/Nondiscrimination.** Make good faith efforts to enter into Contracts with LBEs and give good faith consideration to bids and proposals submitted by LBEs. Use nondiscriminatory selection criteria (for the purpose of clarity, exercise of subjective aesthetic taste in selection decisions for architect and other design professionals shall not be deemed discriminatory and the exercise of its commercially reasonable judgment in all hiring decisions shall not be deemed discriminatory).

i. **Incorporation into contract provisions.** Project Sponsor shall include in prime Contracts provisions that require prospective Contractors and Consultants that will be utilizing Subcontractors or Subconsultants to follow the above good faith efforts to subcontract to LBEs, including overall LBE participation goal and any LBE percentage that may be required under such Contract.

j. **Monitoring.** Allow CMD Contract Compliance unit to monitor Consultant/Contractor selection processes and, when necessary give suggestions as to how best to maximize LBEs ability to complete and win procurement opportunities.

k. **Insurance and Bonding.** Recognizing that lines of credit, insurance and bonding are problems common to local businesses, staff will be available to explain the applicable insurance and bonding requirements, answer questions about them, and, if possible, suggest governmental or third party avenues of assistance.

l. **Maintain Records and Cooperation.** Maintain records of LBEs that are awarded Contracts, not discriminate against any LBEs, and, if requested, meet and confer with CMD as reasonably required in addition to the meet and confer sessions described in Section 9 below to identify a strategy to meet the LBE goal;

m. **Quarterly Reports.** During construction, the LBE Liaison(s) shall prepare a quarterly report of LBE participation goal attainment and submit to CMD as required by Section 9 herein; and

n. **Meet and Confer.** Attend the meet and confer process described in Section 9.

7. **Good Faith Outreach.** Good faith efforts shall be deemed satisfied solely by compliance with Section 6. Contractors and Consultants, and Subcontractors and Subconsultants as applicable shall also work with CMD to identify from CMD's database of LBEs those LBEs who are most likely to be qualified for each identified opportunity under Section 6.b, and following CMD's notice under Section 8.a, shall undertake reasonable efforts at CMD's request to support CMD's outreach identified LBEs as mutually agreed upon by CMD and each Contractor or Consultant and its Subcontractors and Subconsultants, as applicable.

8. **CMD Obligations.** The following are obligations of CMD to implement this LBE Utilization Plan:

a. During the fifteen (15) business day notification period for upcoming Contracts required by Section 6.b, CMD will work with the Project Sponsor and its prime Contractor and/or Consultant as applicable to send such notification to qualified LBEs to alert them to upcoming Contracts.

b. Provide assistance to Contractors, Subcontractors, Consultants and Subconsultants on good faith outreach to LBEs.

c. Review quarterly reports of LBE participation goals; when necessary give suggestions as to how best to maximize LBEs ability to compete and win procurement opportunities.

d. Perform other tasks as reasonably required to assist the Project Sponsor and its Contractors, Subcontractors, Consultants and Subconsultants in meeting LBE participation goals and/or satisfying good faith efforts requirements.

9. Meet and Confer Process. Commencing with the first Contract that is executed for a Workforce Building, and every six (6) months thereafter, or more frequently if requested by either CMD, Project Sponsor or a Contractor or Consultant each Contractor and Consultant and the CMD shall engage in an informal meet and confer to assess compliance of such Contractor and Consultants and its Subcontractors and Subconsultants as applicable with this Attachment C. When deficiencies are noted, meet and confer with CMD to ascertain and execute plans to increase LBE participation.

10. Prohibition on Discrimination. Project Sponsors shall not discriminate in its selection of Contractors and Consultants, and such Contractors and Consultants shall not discriminate in their selection of Subcontractors and Subconsultants against any person on the basis of race, gender, or any other basis prohibited by law. As part of its efforts to avoid unlawful discrimination in the selection of Subconsultants and Subcontractors, Contractors and Consultants will undertake the Good Faith Efforts and participate in the meet and confer processes as set forth in Sections 6 and 9 above.

11. Collective Bargaining Agreements. Nothing in this Attachment C shall be interpreted to prohibit the continuation of existing workforce training agreements or to interfere with consent decrees, collective bargaining agreements, project labor agreement, project stabilization agreement, existing employment contract or other labor agreement or labor contract ("Collective Bargaining Agreements"). In the event of a conflict between this Attachment C and a Collective Bargaining Agreement, the terms of the Collective Bargaining Agreement shall supersede this Attachment C.

12. Reporting and Monitoring. Each Contractor, Consultant, and its Subcontractors and Subconsultants as applicable shall maintain accurate records demonstrating compliance with the LBE participation goals, including keeping track of the date that each response, proposal or bid that was received from LBEs, including the amount bid by and the amount to be paid (if different) to the non-LBE contractor that was selected, documentation of any efforts regarding good faith efforts as set forth in Section 6. Project Sponsors shall create a reporting method for tracking LBE participation. Data tracked shall include the following (at a minimum):

- a. Name/Type of Contract(s) let (e.g. Civil Engineering contract, Environmental Consulting, etc.)
- b. Name of prime Contractors (including identifying which are LBEs and non-LBEs)
- c. Name of Subcontractors (including identifying which are LBEs and non-LBEs)
- d. Scope of work performed by LBEs (e.g. under an Architect, an LBE could be procured to provide renderings)
- e. Dollar amounts associated with both LBE and non-LBE Contractors at both prime and Subcontractor levels.
- f. Total LBE participation is defined as a percentage of total Contract dollars.

13. Written Notice of Deficiencies. If based on complaint, failure to report, or other cause, the CMD has reason to question the good faith efforts of a Project Sponsor, Contractor, Subcontractor, Consultant or Subconsultant, then CMD shall provide written notice to the Project Sponsor, each affected prime Contractor or Consultant and, if applicable, also to its Subcontractor or Subconsultant. The prime Contractor or Consultant and, if applicable, the Subcontractor or Subconsultant, shall have a reasonable period, based on the facts and circumstances of each case, to demonstrate to the reasonable satisfaction of the CMD that it has exercised good faith to satisfy its obligations under this Attachment C. When deficiencies are noted CMD staff will work with the appropriate LBE Liaison(s) to remedy such deficiencies.

14. Remedies. Notwithstanding anything to the contrary in the Development Agreement, the following process and remedies shall apply with respect to any alleged violation of this Attachment C:

Mediation and conciliation shall be the administrative procedure of first resort for any and all compliance disputes arising under this Attachment C. The Director of CMD shall have power to oversee and to conduct the mediation and conciliation.

Non-binding arbitration shall be the administrative procedure of second resort utilized by CMD for resolving the issue of whether a Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant discriminated in the award of one or more LBE Contracts to the extent that such issue is not resolved through the mediation and conciliation procedure described above. Obtaining a final judgment through arbitration on LBE contract related disputes shall be a condition precedent to the ability of the City or the Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant to file a request for judicial relief.

If a Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant is found to be in willful breach of the obligations set forth in this Attachment C, assess against the noncompliant Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant liquidated damages not to exceed \$10,000 or 5% of the Contract, whichever is less, for each such willful breach. In determining the amount of any liquidated damages to be assessed within the limits described above, the arbitrator or court of competent jurisdiction shall consider the financial capacity of the Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant. For purposes of this paragraph, "willful breach" means a knowing and intentional breach.

For all other violations of this Attachment C, the sole remedy for violation shall be specific performance, without the limits with respect thereto in Section 10.4.3-10.4.5 of the Development Agreement.

15. Duration of this Agreement. This Attachment C shall terminate (i) as to each Workforce Building where work has commenced under the Development Agreement, upon completion of initial construction, including initial tenant improvements, of the Workforce Building, and (ii) for any Workforce Building that has not commenced before the termination of the Development Agreement, upon the termination of the Development Agreement. Upon such termination, this Attachment C shall be of no further force and effect.

16. Notice. All notices to be given under this Attachment C shall be in writing and sent by: certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail, a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or hand delivery, in which case notice shall be deemed delivered on the date received, all as follows:

If to CMD:

Attn: _____

If to Project Sponsor:

Attn: _____

If to Contractor:

Attn: _____

If to Consultant:

Attn: _____

Any party may change its address for notice purposes by giving the other parties notice of its new address as provided herein. A "business day" is any day other than a Saturday, Sunday or a day in which banks in San Francisco, California are authorized to close.

Exhibit P

Applicable Development Impact Fees and Sample Calculation for the Flower Mart On-Site Project

Rates listed: Per San Francisco Citywide Development Impact Fee Register, effective as of January 1, 2019.
Square Footage: Per Project description, as of the Effective Date of this Agreement, consisting for the Flower Mart On-Site Project 113,036 gsf of PDR (translating to 115,000 rentable sf), 2,032,165 gsf of office, and 83,459 gsf of retail. Project Site currently contains 160,453 gsf of existing PDR and 4,900 gsf of existing retail, which would be demolished. In total, there would be a net increase of 2,032,165 gsf of office and 78,559 gsf of retail. There would be a net decrease of 48,584 gsf of PDR.

Fee	Rate	Square Footage	Estimated Amount	Notes
Child Care Fee (Pl. Code Sec. 414)	\$1.85	2,032,165	\$3,759,505.25	Applies at \$1.85/sf per new office use, and is applicable to the extent project does not provide on-site child care facility areas
Eastern Neighborhoods Infrastructure Impact Fee - Tier 3 (Pl. Code Sec. 423)	\$0.00	113,036	\$0.00	Change of use from 113,036 sf of existing PDR to new WFM use
	\$0.00	4,900	\$0.00	Change of use from 4,900 sf of existing retail to new retail
	\$16.50	47,417	\$782,380.50	Change of use from 47,417 sf of existing PDR to new non-residential
	\$21.00	2,063,307	\$43,329,447	Net new non-residential use (83,459 sf retail + 2,032,165 sf office – 47,417 sf change of use from existing PDR – 4,999 sf change of use from existing retail)
Transportation Sustainability Fee (Pl. Code Sec. 411A)	\$0.00	113,036	\$0.00	\$8.96/sf would apply to new PDR, but no fee for change of use from 113,036 sf of existing PDR to new WFM
	\$0.00	4,900	\$0.00	Change of use from existing retail to new retail
	\$15.08	47,417	\$715,048.36	Change of use from 47,417 sf of existing PDR to new non-residential (rate is difference between non-residential rate (\$24.04) and PDR rate (\$8.96)).
	\$21.23	99,999	\$2,122,978.77	Net new non-residential use under 99,999 sf

Fee	Rate	Square Footage	Estimated Amount	Notes
	\$24.04	1,963,308	\$47,197,924.32	Net new non-residential use above 99,999 sf (83,459 sf retail + 2,032,165 sf office - 47,417 sf PDR - 4,900 sf existing retail - 99,999 sf at lower rate)
Jobs Housing Linkage Fee (Pl. Code Sec. 413)	\$0.00	113,036	\$0.00	Change of use from 113,036 sf of existing PDR to new WFM use
	\$0.00	4,900	\$0.00	Change of use from existing retail to new retail
	\$38.11	47,417	\$1,807,061.87	Change of use from existing PDR to new office (160,453 sf - 113,036 sf) (rate is the grandfathered office rate (\$52.20) minus \$14.09
	\$52.20	1,984,748	\$104,199,270	New office not eligible for change of use credit (2,032,165 sf - 47,417 sf eligible for a change of use credit)
	\$26.66	78,559	\$2,094,382.94	New retail not eligible for change of use credit (83,459 sf - 4,900 sf)
Central SoMa Com'ty Services Fee (Pl. Code Sec. 432)	\$1.75	2,115,624	\$3,702,342.00	For net addition of office and retail use
Central SoMa Infrastructure Fee (Pl. Code Sec. 433)	\$0.00	2,115,624	\$0.00	Fee would not apply to non-residential projects seeking an office allocation of at least 50,000 gsf.
School Impact Fee (Cal. Ed. Code Sec. 17620)	\$0.61	2,032,759	\$1,239,982.99	New office use. Note: fee is based on habitable square footage, which is typically lower than GFA figure used here.
	\$0.61	113,036	\$68,951.96	New PDR use. Note: fee is based on habitable square footage, which is typically lower than GFA figure used here.
	\$0.596	83,459	\$49,741.56	New retail use. Note: fee is based on habitable square footage, which is typically lower than GFA figure used here.

Fee	Rate	Square Footage	Estimated Amount	Notes
TDR	\$30.00	368,930	\$11,067,900.00	TDR for the difference between a 3 to 1 FAR and a 4.25 to 1 FAR. TDR is not an impact fee, but is shown here for illustrative purposes.
Total including TDR			\$222,136,917.52	Total does not include art fee (assumes on-site art at 1% of construction cost)
Total without TDR			\$211,069,017.52	Total does not include art fee (assumes on-site art at 1% of construction cost)

Exhibit Q

2000 Marin Exceptions

The required exceptions would be achieved via creation of a new special use district, entitled the 2000 Marin Street Special Use District (“SUD”), under new Planning Code Section 249.86, in Article 2. The 2000 Marin Street SUD applies to property located on Assessor’s Parcel Block 4346, Lot 003, as will be shown on Special Use District Map SU08 of the Zoning Map of the City and County of San Francisco. Unless readopted, the new Section 249.86 will sunset six years after its effective date.

Development proposals within the 2000 Marin Street SUD shall be granted exceptions from the following Planning Code requirements:

1. Demolition of Industrial Buildings in PDR Districts - Replacement Requirement: The replacement requirement of Section 202.7 shall not apply.
2. Streetscape and Pedestrian Improvements: The streetscape and pedestrian improvement requirements set forth in Section 138.1 shall not apply in the 2000 Marin SUD.
3. Screening, Interior Landscaping, and Street Trees: The screening, interior landscaping, and street tree requirements set forth in Sections 142, 156(c), and 156(g) shall not apply in the 2000 Marin SUD.
4. Ground Floor Height: The ground floor height requirements set forth in Sections 145.5 and 210.3 shall not apply in the 2000 Marin SUD.
5. Better Roofs: The better roof requirements set forth in Section 149 shall not apply in the 2000 Marin SUD.
6. Off-Street Parking: The maximum off-street parking limits set forth in Section 151 shall not apply in the 2000 Marin SUD.
7. Bicycle Parking: The bicycle parking requirements set forth in Section 155.2 shall not apply in the 2000 Marin SUD.
8. Shower Facilities and Lockers: The requirements for shower facilities and lockers set forth in Section 155.4 shall not apply in the 2000 Marin SUD.
9. Car Sharing: The car sharing requirements set forth in Section 166 shall not apply in the 2000 Marin SUD.
10. Transportation Demand Management Program: The Transportation Demand Management Program requirements set forth in Sections 169-169.6 shall not apply in the 2000 Marin SUD.

11. Development Impact Fees: The development impact fees required by Article 4 of the Planning Code shall not apply in the 2000 Marin SUD.

Exhibit R

Exceptions for Planning Code Text Amendments

Flower Mart On-Site Project and/or Project Variant:

Exceptions would be incorporated into § 329(e)(3)(B)(vii), to provide the additional or amended exceptions specifically applicable to the Project site.

1. Transparency and Fenestration - § 249.78(c)(1)(F): The existing exception to the transparency and fenestration requirements under Section 249.78(c)(1)(F) is amended to include Morris Street, in addition to 5th Street between Brannan and Bryant Streets.
2. PDR floor-to-floor height - § 249.78(d)(10): An exception is added to the PDR floor-to-floor height requirements set forth in Section 249.78(d)(10), up to a maximum of 10% of the ground floor gross floor area to have less than a 17-foot floor-to-floor height.
3. Overhead Horizontal Projection and Mid-Block Alley Design and Performance Standards - § 136(c)(5) and § 270.2(e)(6): An exception is added to the overhead horizontal projection requirements set forth in Section 136(c)(5) and to the design and performance standards related to required mid-block alleys set forth in Section 270.2(e)(6), to allow for a maximum of three pedestrian bridges over a required mid-block alley, provided that the pedestrian bridges leave at least 15 feet of headroom and are situated no less than 50 feet apart. Notwithstanding Subsection (b), above, pedestrian bridges provided pursuant to this Subsection (f) shall be deemed obstructions permitted pursuant to Section 136, and POPOS area situated under any such pedestrian bridges shall count toward the total on-site POPOS area open to the sky.
4. POPOS Requirement - § 138: An exception is added to the POPOS requirements set forth in Section 138, such that if any required off-site POPOS cannot reasonably be developed and open for use prior to issuance of a first certificate of occupancy for the phase of construction that triggers the off-site POPOS requirement, the project sponsor may either (1) post a performance bond so as to provide the off-site POPOS at a later date; or (2) satisfy the requirement for off-site POPOS by paying the in-lieu fee established in Section 426 for each square foot of required open space not provided on- or off-site, up to a maximum of 5,300 square feet.
5. Parking Pricing Requirement - § 155(g): Exception to the parking pricing requirements set forth in Section 155(g), such that the otherwise applicable parking rate structure shall not apply to Flower Mart tenants or Flower Mart customers.
6. MUR Residential to Non-Residential Ratio - § 803.9(a) and 841: An exception is added to the requirement to provide three square feet of Gross Floor Area for Residential Use for every square foot of Non-Residential Use on the portion of this Key Site zoned MUR, set forth in Sections 803.9(a) and 841, if there is a dedication of land for affordable housing. Notwithstanding Section 413.7, the land so dedicated shall be: (a) at least 14,000 square feet; (b) zoned to allow Residential Use; (c) verified by the Mayor's Office of Housing and

Community Development as a site feasible for the development of affordable housing; (d) dedicated prior to issuance of the first Temporary Certificate of Occupancy for any building on the Key Site; and (e) located within the boundaries of either the Central SoMa, Eastern SoMa, or Western SoMa Area Plans.

7. Child-Care Facility Requirements - § 249.78(e)(4) and 414-414.15: An exception is added to the child-care facility requirements set forth in Section 249.78(e)(4) and Sections 414-414.15, if the project at the Key Site allows for at least 97,000 square feet of Wholesale Sales Use, such that the project sponsor may pay the in-lieu fee pursuant to Section 414.8.

Further Exceptions Subject to Board of Supervisors Approval of a Development Agreement for the project at this Key Site that provides for the relocation of, or funding for the relocation of, the existing on-site PDR use, the Planning Commission may grant the following exceptions:

8. PDR and Community Building Space Requirements - § 249.78(c)(5): An exception is added to the PDR and Community Building Space requirements in Section 249.78(c)(5); provided that, the project shall be required to dedicate at least 23,000 square feet of on-site Community Building Space or PDR.
9. PDR Replacement - § 202.8: An exception is added to the PDR replacement requirements set forth in Section 202.8.
10. Active Use Requirements - §249.78(c)(1)(A): An exception is added to the maximum dimensions for lobby frontages set forth in Section 145.1(b)(2)(C), such that lobbies exceeding such dimensions qualify as active uses under Section 145.1 and Section 249.78(c)(1)(A).

EXHIBIT S

Form of Transfer Agreement

TRANSFER AGREEMENT

BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

AND

KR FLOWER MART LLC, a Delaware limited liability company

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AGREEMENT

FOR TRANSFER OF REAL ESTATE

This Agreement for Transfer of Real Estate (the "Agreement") is effective as of _____, _____, (the "Effective Date"), by and between KR FLOWER MART LLC, a Delaware limited liability company (the "Owner") and the City and County of San Francisco, a municipal corporation ("CCSF"), with reference to the following facts, understandings and intentions of the parties:

RECITALS

A. CCSF and Owner are concurrently entering into that certain Development Agreement dated as of the _____ (the "Development Agreement"). The Development Agreement provides for the redevelopment of the approximately 295,144 square foot site along Brannan Street between 5th and 6th Streets (the "Project Site").

B. The Development Agreement require that Developer convey or cause certain real property located near the Project Site, at _____ Street, San Francisco, and as more particularly described in Exhibit A hereto (the "Property"), to be conveyed to CCSF for affordable housing purposes, or for the purpose of funding or assisting in funding development of affordable housing.

C. The Property is currently used as a _____.

D. Subject to the satisfaction of the conditions precedent in this Agreement, CCSF and the Owner desire to provide for the conveyance of the Property to CCSF as set forth in this Agreement to satisfy the requirements of the Development Agreement.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CCSF and the Owner agree as follows:

ARTICLE 1.
DEFINITIONS AND EXHIBITS

Section 1.1 Definitions.

In addition to the terms defined elsewhere in this Agreement, the following definitions shall apply throughout this Agreement. Any capitalized term used this in this Agreement that is not defined herein shall have the meaning given to such term in the Development Agreement.

- (a) "Approvals" as defined in the Development Agreement.
- (b) "Close of Escrow" means the date the Grant Deed is recorded in the Official Records.

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- (c) "Development Agreement" is defined in Recital A.
 - (d) "Finally Granted" as defined in the Development Agreement.
 - (e) "Grant Deed" means the grant deed by which the Owner conveys the Property to CCSF in the form attached hereto.
 - (f) "Hazardous Materials" means:
 - (1) any "hazardous substance" as defined in Section 101(14) of CERCLA (42 U.S.C. Section 9601(14)) or Section 25281(d) or 25316 of the California Health and Safety Code as amended from time to time;
 - (2) any "hazardous waste," "infectious waste" or "hazardous material" as defined in Section 25117, 25117.5 or 25501(j) of the California Health and Safety Code as amended from time to time;
 - (3) any other waste, substance or material designated or regulated in any way as "toxic" or "hazardous" in the RCRA (42 U.S.C. Section 6901 et seq.), CERCLA (42 U.S.C. Section 9601 et seq.), Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), Safe Drinking Water Act (42 U.S.C. Section 300(f) et seq.), Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.), Clear Air Act (42 U.S.C. Section 7401 et seq.), California Health and Safety Code (Section 25100 et seq., Section 39000 et seq.), or California Water Code (Section 13000 et seq.) as amended from time to time; and
 - (4) any additional wastes, substances or materials which at such time are classified, considered or regulated as hazardous or toxic under any other present or future environmental or other similar laws relating to the Property.
- The term "Hazardous Materials" shall not include: (i) construction materials, gardening materials, household products, office supply products or janitorial supply products customarily used in the construction or maintenance, of residential developments, or typically used in office or residential activities, or (ii) certain substances which may contain chemicals listed by the State of California pursuant to California Health and Safety Code Sections 25249.8 et seq., which substances are commonly used by a significant portion of the population living within the region of the Property, including, but not limited to, alcoholic beverages, aspirin, tobacco products, NutraSweet and saccharine.
- (g) "Hazardous Materials Laws" means all federal, state, and local laws, ordinances, regulations, orders and directives pertaining to Hazardous Materials in, on or under the Property or any portion thereof.
 - (h) "Property" is defined in Recital B above.
 - (i) "Title Company" means Chicago Title Company, or such other title company as the parties may mutually select.

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(j) "Title Report" means that certain title report dated March 5, 2015, issued by the Title Company for the Property.

Section 1.2 Exhibits.

The following exhibits are attached to and incorporated in the Agreement:

Exhibit A: Legal Description of the Property

Exhibit B: Form of Grant Deed

ARTICLE 2.
CONVEYANCE OF PROPERTY

Section 2.1 Conveyance.

Owner shall convey title to the Property to CCSF pursuant to the terms, covenants, and conditions of this Agreement at no cost to CCSF. The Property shall include all rights, privileges, and easements incidental or appurtenant to the land, and all mineral, oil, and gas rights, development rights, air rights, water, water rights, riparian rights and water stock relating to the land. There shall be no contracts, leases, or occupancy rights relating to the Property at the time of conveyance.

Section 2.2 Opening Escrow.

To accomplish the conveyance of the Property from the Owner to CCSF, the parties shall establish an escrow with the Title Company. The parties shall execute and deliver written instructions to the Title Company to accomplish the conveyance, which instructions shall be consistent with this Agreement.

Section 2.3 Close of Escrow.

The Close of Escrow shall occur on or before the date that the first certificate of occupancy is issued for the Blocks Building, subject to the satisfaction or waiver of the Owner's Closing Conditions and the CCSF's Closing Conditions. City shall not be required to issue a certificate of occupancy for the Blocks Building if the closing has not occurred for any reason other than a default by the City under this Agreement.

Section 2.4 Closing Documentation.

The Owner shall submit the following documents into escrow, duly executed by the Owner: (1) the Grant Deed; (2) an affidavit under Section 1445(b)(2) of the Federal Tax Code confirming that the Owner is not a "foreign person" within the meaning of the Federal Tax Code; (3) a California Franchise Tax Board Form 590 certifying that the Owner is a California resident; (4) such resolutions, authorizations, or other partnership documents or agreements relating to the Owner as the Title Company may reasonably require to close escrow and issue title insurance; and (5) a closing statement in form and content satisfactory to the Owner and CCSF. CCSF shall

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submit the following documents into escrow, duly executed by CCSF: (1) the Grant Deed, accepted by CCSF; (2) such resolutions, authorizations, or other documents or agreements relating to CCSF as the Title Company may reasonably require to close escrow and issue title insurance; and (3) a closing statement in form and content satisfactory to the Owner and CCSF.

Section 2.5 Owner Closing Conditions.

The following conditions for the benefit of the Owner ("Owner's Closing Conditions") shall be satisfied or waived by Owner prior to or concurrently with the Close of Escrow:

- (a) The Approvals shall be Finally Granted.
- (b) CCSF shall have executed and delivered into escrow the acceptance of the Grant Deed and the other documents required to close escrow in accordance with this Agreement.
- (c) There shall exist no condition, event or act which would constitute a breach or default by CCSF, or which, upon the giving of notice or the passage of time, or both, would constitute such a breach or default, under this Agreement.
- (d) There shall be no pending litigation or other governmental agency proceeding against Owner, CCSF or the Property concerning this Agreement.
- (e) CCSF shall have performed all of its obligations under this Agreement, and any CCSF representations and warranties in this Agreement shall be true and correct.

Section 2.6 CCSF Closing Conditions.

The following conditions for the benefit of CCSF ("CCSF's Closing Conditions") shall be satisfied or waived by CCSF prior to or concurrently with the Close of Escrow:

- (a) There shall exist no condition, event or act which would constitute a breach or default by the Owner, or which, upon the giving of notice or the passage of time, or both, would constitute such a breach or default, under this Agreement.
- (b) The Owner shall have executed and delivered into Escrow the Grant Deed and the other documents and funds required to close Escrow in accordance with this Agreement.
- (c) Title Company shall be unconditionally prepared and committed to issue a Title Policy insuring fee title to the Property vested in CCSF, subject to the exceptions described in Section 2.7, and in such form as CCSF shall require, upon receipt of payment of the standard premiums paid therefor.
- (d) There shall be no pending litigation or other governmental agency proceeding against Owner or CCSF concerning the Property or this Agreement. Any defense of such litigation shall be provided as set forth in the Development Agreement.

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(e) The Owner shall have performed all of its obligations under this Agreement and any Owner representations and warranties in this Agreement shall be true and correct.

(f) CCSF shall have approved the physical, legal and environmental condition of the Property, and have determined that the Property is suitable for the development of affordable housing.

(g) The Owner shall have terminated any existing contracts, leases or licenses relating to Property, and removed, or caused to be removed, any improvements from the Property except as approved by MOHCD. The Owner shall have removed any cars, vehicles or movable equipment on the Property.

(h) CCSF shall have performed any required environmental review, as set forth in Section 6.19.

Section 2.7 Condition of Title.

Upon the Close of Escrow, CCSF shall have insurable title to the Property which shall be free and clear of all liens, encumbrances, clouds and conditions, rights of occupancy or possession, except:

- (a) applicable building and zoning laws and regulations;
- (b) the Grant Deed;
- (c) any lien for current taxes and assessments or taxes and assessments accruing subsequent to recordation of the Grant Deed; and
- (d) any other exceptions listed in the Title Report.

Section 2.8 Condition of Property.

(a) **"AS IS" PURCHASE. BY CLOSING, CCSF SHALL BE DEEMED TO HAVE APPROVED THE PHYSICAL CONDITION OF THE PROPERTY. CCSF SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE OWNER IS SELLING AND CCSF IS ACQUIRING THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT CCSF IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS (EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT) OR IMPLIED, FROM THE OWNER OR ANY REPRESENTATIVE, AGENT OR EMPLOYEE OF OWNER, AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION: (A) THE QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, TOPOGRAPHY, CLIMATE, AIR, WATER RIGHTS, WATER, GAS, ELECTRICITY, UTILITY SERVICES, GRADING, DRAINAGE, SEWERS, ACCESS TO PUBLIC ROADS AND RELATED**

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CONDITIONS); (B) THE QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF SOILS, GEOLOGY AND GROUNDWATER, (C) THE EXISTENCE, QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF UTILITIES SERVING THE PROPERTY, (D) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, AND THE PROPERTY'S USE, HABITABILITY, MERCHANTABILITY, OR FITNESS, SUITABILITY, VALUE OR ADEQUACY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE, (E) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY OR ANY OTHER PUBLIC OR PRIVATE RESTRICTIONS ON THE USE OF THE PROPERTY, (F) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY APPLICABLE CODES, LAWS, REGULATIONS, STATUTES, ORDINANCES, COVENANTS, CONDITIONS AND RESTRICTIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY OR OF ANY OTHER PERSON OR ENTITY, (G) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT THE PROPERTY OR THE ADJOINING OR NEIGHBORING PROPERTY, AND (H) THE CONDITION OF TITLE TO THE PROPERTY. CCSF AFFIRMS THAT CCSF HAS NOT RELIED ON THE SKILL OR JUDGMENT OF THE OWNER OR ANY OF ITS RESPECTIVE AGENTS, EMPLOYEES OR CONTRACTORS TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT THE OWNER MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE. EXCEPT FOR RELIANCE ON THE EXPRESS REPRESENTATIONS MADE BY THE OWNER IN THIS AGREEMENT, CCSF ACKNOWLEDGES THAT IT SHALL USE ITS INDEPENDENT JUDGMENT AND MAKE ITS OWN DETERMINATION AS TO THE SCOPE AND BREADTH OF ITS DUE DILIGENCE INVESTIGATION WHICH IT SHALL MAKE RELATIVE TO THE PROPERTY AND SHALL RELY UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC AND LEGAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, WHETHER THE PROPERTY IS LOCATED IN ANY AREA WHICH IS DESIGNATED AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE OR LOCAL AGENCY). CCSF UNDERTAKES AND ASSUMES ALL RISKS ASSOCIATED WITH ALL MATTERS PERTAINING TO THE PROPERTY'S LOCATION IN ANY AREA DESIGNATED AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE OR LOCAL AGENCY.

(b) Acknowledgment. CCSF acknowledges and agrees that: (i) to the extent required to be operative, the disclaimers of warranties contained in this Section 2.8 are "conspicuous" disclaimers for purposes of all applicable laws and other legal requirements; and (ii) the disclaimers and other agreements set forth in such sections are an integral part of this Agreement and that the Owner would not have agreed to convey the Property to CCSF without the disclaimers and other agreements set forth in this Section 2.8. The Owner is not liable or

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bound in any manner by any oral or written statements, representations or information pertaining to the Property furnished by any contractor, agent, employee, servant or other person (other than the Owner). CCSF has fully reviewed the disclaimers and waivers set forth in this Agreement with counsel and understands the significance and effect thereof.

(c) CCSF's Release of the Owner. CCSF, on behalf of itself and anyone claiming by, through or under CCSF, hereby waives its right to recover from and fully and irrevocably releases the Owner and its members, partners, employees, officers, directors, representatives, agents, related and affiliated entities, successors and assigns (the "Released Parties") from any and all claims, responsibility and/or liability that CCSF may have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to: (i) the condition (including any construction defects, errors, omissions or other conditions, latent or otherwise), valuation, salability or utility of the Property, or its suitability for any purpose whatsoever; (ii) any presence of Hazardous Materials; and (iii) any information furnished by the Released Parties under or in connection with this Agreement; provided the foregoing release does not apply to a breach of any representation or warranty by the Owner under this Agreement, subject to the survival period set forth in Section 6.12.

(d) Scope of Release. In connection with the release in Section 2.8(c), CCSF expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

BY PLACING ITS INITIALS BELOW, CCSF SPECIFICALLY ACKNOWLEDGES AND CONFIRMS THE VALIDITY OF THE RELEASES MADE ABOVE AND THE FACT THAT CCSF WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THE ABOVE RELEASES.

Initialed on behalf of CCSF: _____

Section 2.9 Costs of Escrow and Closing.

Ad valorem taxes, if any, shall be prorated as of the date of conveyance of the Property from the Owner to CCSF. The Owner shall pay the cost of title insurance, transfer tax, Title Company document preparation, recordation fees and the escrow fees of the Title Company, if any, and any other costs and charges of the escrow to complete the Close of Escrow. The Owner shall be responsible for all costs incurred in connection with the prepayment or satisfaction of any loan, bond or other indebtedness secured by the Property including, without limitation, any prepayment fees, penalties or charges, and the cost of removing any Title Defects.

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ARTICLE 3. PRIOR TO CLOSE OF ESCROW

Section 3.1 Responsibilities.

It shall be the responsibility of CCSF to coordinate, schedule and conduct all required reviews, inspections and due diligence with respect to its proposed use or disposition of the Property. It shall be the responsibility of the Owner to remove or cause to be removed existing vehicles, movable equipment and the existing billboard(s) from the Property. The Owner shall not permit the construction of any improvements on the Property from the effective date of this Agreement to the Close of Escrow.

Section 3.2 Title Defects.

(a) If after the date of this Agreement and prior to the Close of Escrow any claim of lien, encumbrance, covenant, assessment, easement, lease or other similar title encumbrance is filed against the Property ("Title Defects"), then the Owner shall, within twenty (20) days after receiving notice of the Title Defect, either remove the Title Defect of bond over or otherwise cause the release of the Title Defect in form reasonably acceptable to CCSF and the Title Company.

(b) If the Owner fails to discharge any Title Defect in the manner required in this Section 3.2 before the Close of Escrow, then in addition to any other right or remedy, CCSF may (but shall be under no obligation to) discharge such Title Defect at the Owner's expense. Alternatively, CCSF may require the Owner to immediately deposit with CCSF the amount necessary to satisfy such Title Defect and any costs, pending resolution thereof. CCSF may use such deposit to satisfy any Title Defect that is adversely determined against the Owner.

Section 3.3 Inspections.

(a) Upon not less than 24 hours' notice the Owner shall permit and facilitate, and shall require its agents, employees and contractors to permit and facilitate, observation and inspection at the Property by or on behalf of CCSF and its agents, consultants, employees and contractors, during reasonable business hours after the Effective Date and prior to the Close of Escrow for the purposes of conducting such due diligence as CCSF determines to be necessary or appropriate; provided, however, no invasive testing shall be performed on the Property, except as permitted by Section 3.3(b). CCSF has received a copy of that certain Phase I Environmental *[describe any environmental due diligence documents provided]*. The Owner agrees to deliver to CCSF all documents and file materials regarding the environmental condition of the Property, including any Hazardous Materials that may have come to be located in, on or beneath the Property, to the extent in Owner's Possession, within ten (10) days following the execution of this Agreement. Such documents and file materials shall be delivered without any representation or warranty regarding the correctness, accuracy or completeness of such documents and file materials. As used in this Section 3.3, the term "Owner's Possession" means those documents and file materials that are known to Owner and that are in Owner or its affiliates possession or

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control. CCSF shall rely entirely upon its own investigations, inspections and due diligence as to the condition or suitability of the Property for its intended purpose.

(b) CCSF and its agents, employees, and representatives shall have a right of access to the Property commencing on the date that the Approvals are Finally Granted for the sole purpose of conducting a geotechnical analysis as may be required to evaluate engineering issues related to the construction of improvements on the Property; provided, however, no other intrusive testing shall be permitted without Owner's prior written approval, which may be granted or withheld in Owner's sole discretion. If CCSF desires to perform such geotechnical analysis, CCSF shall first obtain Owner's prior written approval (which approval shall not be unreasonably withheld or delayed) to CCSF's written protocol for conducting any invasive geotechnical testing. CCSF shall provide to Owner for its review a proposed written protocol for invasive testing not less than fifteen (15) business days prior to the date CCSF intends to commence such testing. CCSF shall deliver to Owner copies of any finalized geotechnical analysis related to the Property that CCSF orders or has conducted. In the course of its investigations: (i) CCSF shall, and shall cause its agents, employees and representatives to, use commercially reasonable efforts to minimize interference with the activities of Owner, and (ii) CCSF shall comply with all applicable safety protocols for such testing.

(c) Prior to any entry or inspection of the Property, CCSF or its agents and contractors shall provide Owner with evidence of insurance coverage (in commercially reasonable amounts) by providing Owner with a copy of an insurance certificate naming Owner as an additional insured. CCSF and its agents and contractors shall keep the insurance evidenced by such certificate in effect during the pendency of this Agreement. CCSF shall keep the Property free and clear of any liens caused by CCSF or its agents, employees and contractors and will indemnify, defend, and hold Owner harmless from all claims and liabilities asserted against Owner caused by CCSF, its agents, employees, or contractors entry onto or use of the Property. If any inspection or test damages the Property, CCSF will restore the Property to substantially the same condition as existed prior to any such inspection or test. CCSF waives all rights of subrogation against Owner and its agents, representatives, officers, directors and employees for recovery of damages to the extent such damages are covered by insurance maintained pursuant to this Agreement. CCSF's obligations under this Section 3.3(c) shall survive the Close of Escrow and any termination of this Agreement.

Section 3.4 Taxes and Assessments.

The Owner shall pay all real and personal property taxes, assessments and charges and all franchise, income, employment, social security benefit, withholding, sales, and other taxes assessed against it, or payable by it, relative to the Property prior to the Close of Escrow; provided, however, that the Owner shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event the Owner exercises its right to contest any tax, assessment, or charge against it, (a) CCSF may extend the Close of Escrow until the contest has been finally determined, and (b) the Owner, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest. In no event shall CCSF be required to close during the pendency of any tax contest.

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Section 3.5 Hazardous Materials.

(a) From the Effective Date and until the Close of Escrow, Owner may not cause or permit the use and operation of the Property to be in violation of any Hazardous Materials Law, and Owner may not cause or permit the use, generation, manufacture, storage or disposal of on, under, or about the Property or transportation to or from the Property of any Hazardous Materials, except for cleaning materials and other materials commonly used in connection with the operation of the Property for surface parking lot purposes, but not including vehicle maintenance.

(b) Owner shall immediately advise CCSF in writing if at any time prior to Close of Escrow (1) it receives written notice of any Hazardous Materials claims, (2) the Owner learns that a release of any Hazardous Material has occurred in or around the Property, and (3) the Owner discovers any occurrence or condition on any real property adjoining the Property that could cause the Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

(c) CCSF shall have the right to join and participate in, as a party if it so elects, and be represented by counsel acceptable to CCSF (or counsel of its own choice if a conflict exists with Owner) in any legal proceedings or actions initiated in connection with any Hazardous Materials claims arising after the Effective Date and prior to Close of Escrow and to have its reasonable attorneys' fees in connection therewith paid by Owner. Nothing shall require CCSF to join or participate, or to accept the Property if CCSF becomes aware of any Hazardous Materials claim in or around the Property.

Section 3.6 Notice of Litigation.

Owner shall promptly notify CCSF in writing of any existing or threatened (in writing) litigation affecting Owner or the Property prior to Close of Escrow.

ARTICLE 4. ALTERNATIVE PERFORMANCE

If, following due diligence, CCSF is not prepared to take title and proceed with the Close of Escrow on the Property in accordance with the schedule described Section 2.3, then the parties will meet and confer to identify an alternative Transfer Parcel as defined in the Development Agreement), that the City is willing to accept.

ARTICLE 5. DEFAULT AND REMEDIES

Section 5.1 Default.

In the event CCSF or Owner fails to perform such party's obligations under this Agreement (except as may be caused or excused by the other party's default), including without limitation,

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failure to convey the Property within the time and in the manner set forth herein, the party claiming default shall first notify the other party in writing of its purported breach or failure, giving that party forty-five (45) days from receipt of such notice to cure or, if cure cannot be accomplished within forty-five (45) days, to commence to cure such breach, failure, or act. In the event the default is not cured within said forty-five (45) days, or if the breach or failure is of such a nature that it cannot be cured within forty-five (45) days, the defaulting party shall commence to cure and diligently complete such cure within a reasonable time thereafter but in no event later than one hundred twenty (120) days. Thereafter, if the default is not cured then the non-defaulting party shall be afforded all of its rights at law or in equity, by taking all or any of the following remedies: (a) waive such default; (b) prosecuting an action for actual damages (according to proof) or specific performance; and (c) terminating this Agreement.

Notwithstanding anything to the contrary above, it shall not be a CCSF default to fail to take the Property for any reason, so long as CCSF is willing to accept the Backup Payment or to extend the Close of Escrow if needed (and, in connection with any such extension, to continue to issue Subsequent Approvals during any period in which the Owner is not in default under this Agreement).

Section 5.2 Remedies Cumulative.

Except as expressly stated in this Agreement to the contrary, no right, power, or remedy given by the terms of this Agreement is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative. Neither the failure nor any delay to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

ARTICLE 6.
GENERAL PROVISIONS

Section 6.1 Notices, Demands and Communications.

Formal notices, demands, and communications between the Owner and CCSF shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by reputable overnight delivery service, or delivered personally, to the principal office of the Owner and CCSF as follows:

CCSF: Mayor's Office of Housing and Community Development
1 South Van Ness Avenue
5th Floor
San Francisco, CA 94103
Attention: Director

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with a copy to:

Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Attention: Director of Property

Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attention: Real Estate/Finance Team – Flower Mart Project

Owner:

with a copy to:

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section 6.1.

Section 6.2 Forced Delay.

In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God, or other deities; acts of terrorism or the public enemy; epidemics; quarantine restrictions; freight embargoes; governmental restrictions or priority; litigation (including suits filed by third parties concerning or arising out of this Agreement); acts of the other party; acts or failure to act of any public or governmental agency or entity (other than the acts or failure to act of CCSF); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any cause will be deemed granted if notice by the party claiming such extension is sent to the other within ten (10) days from the date the party seeking the extension first discovered the cause and such extension of time is not rejected in writing by the other party within ten (10) days of receipt

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of the notice. Times of performance under this Agreement may also be extended by mutual agreement of the parties in writing.

Section 6.3 Title of Parts and Sections.

Any titles of the articles, sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any part of its provision.

Section 6.4 Applicable Law.

This Agreement shall be interpreted under and pursuant to the laws of the State of California.

Section 6.5 No Brokers.

Each party represents to the other that it has not had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any real estate broker or other person who can claim a right to a commission or finder's fee. If any broker or finder makes a claim for a commission or finder's fee based upon a contact, dealings, or communications, the party through whom the broker or finder makes this claim shall indemnify, defend with counsel of the indemnified party's choice, and hold the indemnified party harmless from all expense, loss, damage and claims, including the indemnified party's reasonable attorneys' fees, if necessary, arising out of the broker's or finder's claim. The provisions of this Section 6.5 shall survive expiration of the Close of Escrow or the termination of this Agreement, and shall remain in full force and effect.

Section 6.6 Severability.

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 6.7 Legal Actions and Attorneys' Fees.

Any legal action commenced to interpret or to enforce the terms of this Agreement shall be filed in the Superior Court of the County of San Francisco. In the event any legal action is commenced to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach thereof, the party prevailing in any such action shall be entitled to recover against the party not prevailing all reasonable attorney's fees and costs incurred in such action. For purposes of this Agreement, reasonable attorneys' fees of CCSF's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City of San Francisco in law firms with approximately the same

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number of attorneys as employed by the Office of the City Attorney. The term "attorneys' fees" shall also include, without limitation, all such fees incurred with respect to appeals, mediations, arbitrations, and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees were incurred.

Section 6.8 Binding Upon Successors.

This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest and assigns of each of the parties hereto. Any reference in this Agreement to a specifically named party shall be deemed to apply to any successor, heir, administrator, executor or assign of such party who has acquired an interest in compliance with the terms of this Agreement, or under law.

The covenants and restrictions set forth in this Agreement shall run with the land, and shall bind all successors in title to the Property. Each and every contract, deed, or other instrument hereafter executed covering or conveying the Property shall be held conclusively to have been executed, delivered, and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed, or other instrument, unless the parties expressly releases the Property from the requirements of this Agreement.

Section 6.9 Parties Not Co-Venturers.

Nothing in this Agreement is intended to or does establish the parties as partners, co-venturers, or principal and agent with one another.

Section 6.10 Time of the Essence.

In all matters under this Agreement, the parties agree that time is of the essence.

Section 6.11 Action by CCSF.

Except as may be otherwise specifically provided in this Agreement, whenever any approval, notice, direction, finding, consent, request, waiver, or other action by CCSF is required or permitted under this Agreement, such action may be given, made, or taken by the Director of the Mayor's Office of Housing and Community Development, or by any person who shall have been designated in writing to the Owner by the said Director, without further approval by the Board of Supervisors. Any such action shall be in writing.

Section 6.12 Representation and Warranties of Owner.

The Owner hereby represents and warrants to CCSF as follows:

(a) Organization. The Owner is a duly organized, validly existing Delaware limited liability company, and is in good standing under the laws of the State of California and has the power to own its property and carry on its business as now being conducted.

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(b) Authority of Owner. The Owner has full power and authority to execute and deliver this Agreement, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) Authority of Persons Executing Documents. This Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Owner, and all actions required under the Owner's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

(d) Valid Binding Agreements. This Agreement and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of the Owner enforceable against it in accordance with their respective terms.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on the Owner, or any provision of the organizational documents of the Owner, or will conflict with or constitute a breach of or a default under any agreement to which the Owner is a party, or will result in the creation or imposition of any lien upon any assets or property of the Owner, other than liens established pursuant hereto.

(f) Pending Proceedings. The Owner is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of the Owner, threatened against or affecting the Owner, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to the Owner, materially affect the Owner's ability to perform its obligations under this Agreement.

(g) Hazardous Materials. In fulfillment of the purposes of California Health and Safety Code Section 25359.7(a), the Owner hereby represents and warrants that it has no knowledge of, and no reasonable cause to believe that any release of Hazardous Materials has come to be located in, on or beneath the Property, except: (i) Owner discloses the possibility of gasoline, diesel or other vehicle fluids or exhaust associated with the surface parking lot use of the Property (yet the Owner has no knowledge of any actual Hazardous Material in, on or beneath the Property), (ii) as otherwise contained in any documents provided by Owner to CCSF prior to the Close of Escrow, or (iii) as otherwise known or discovered by CCSF prior to the Close of Escrow.

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The Owner on behalf of itself and its successors and assigns, hereby agrees to indemnify, defend and hold harmless CCSF and its successors and assigns, from and against any and all liabilities, claims, demands, damages, liens, costs, penalties, losses and expenses, including, without limitation, reasonable attorneys' and consultants' fees, resulting from any misrepresentation or breach of warranty made by the Owner in this Agreement. The provisions of this Section 6.12 shall survive beyond the Close of Escrow for a period of twelve (12) months and no claim for a breach of a representation or warranty shall be actionable or payable unless CCSF commences a legal action for such breach within such six-month period.

Section 6.13 Entire Understanding of the Parties.

This Agreement (together with the Development Agreement) constitutes the entire understanding and agreement of the parties. All prior discussions, understandings and written agreements are superseded by this Agreement. The parties' respective counsel have read and reviewed this Agreement and agree that any rule of construction (including, but not limited to Civil Code Section 1654, as may be amended from time to time) to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

Section 6.14 Amendments.

The parties can amend this Agreement only by means of a writing executed by the Owner and CCSF.

Section 6.15 Counterparts; Multiple Originals.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

Section 6.16 General Condition.

While this Agreement anticipates that the Property, after the Close of Escrow, may be used by CCSF to develop affordable low-income housing, or sold, mortgaged, or otherwise used by CCSF to finance affordable housing, unless the rights and obligations of the parties are liquidated as provided in Article 5, there are no terms or description of any such possible future development, which are not known or can be known and therefore any such future possible development is entirely speculative and uncertain. CCSF is under no legal obligation to use the Property for said purpose, or any other purpose, or on any schedule or description. Accordingly, CCSF retains absolute discretion before and after the Close of Escrow: to determine the nature, purpose, scope and schedule for any future use of the Property; to approve or deny necessary permits, authorizations or agreements in connection therewith; to modify or design any such project as may be necessary to mitigate significant environmental impacts in connection therewith; to select other feasible alternatives or adopt feasible mitigation measures to avoid or substantially lessen significant environmental impacts prior to taking final action if such significant impacts cannot be avoided; or to determine not to proceed with a project on the Property, or to proceed to accept the Backup Payment under this Agreement and not to proceed to Close of Escrow. The parties acknowledge and agree that if the Development Agreement terminates prior to the Community

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Benefit obligation to which this Agreement pertains, this Agreement shall concurrently terminate with the Development Agreement.

Section 6.17 Notification of Limitations on Contributions.

Through its execution of this Agreement, the Owner acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing of any land or building to or from the City whenever such transaction would require the approval by a City elective officer, the board on which that City elective officer serves, or a board on which an appointee of that individual serves, from making any campaign contribution to (1) the City elective officer, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The Owner acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. The Owner further acknowledges that the prohibition on contributions applies to each member of the Owner's board of directors, and the Owner's chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than twenty percent (20%) in the Owner; any subcontractor listed in the contract; and any committee that is sponsored or controlled by the Owner. Additionally, the Owner acknowledges that the Owner must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

Section 6.18 Non-Liability of Officials, Employees and Agents.

Notwithstanding anything to the contrary in this Agreement, no individual board member, director, commissioner, officer, employee, official or agent of CCSF shall be personally liable to the Owner or its successors and assigns, in the event of any default by CCSF, or for any amount which may become due to the Owner or its successors and assigns, under this Agreement.

Notwithstanding anything to the contrary in this Agreement, no individual member, partner, employee, officer, director, representative, or agent of the Owner or its affiliates shall be personally liable to CCSF or its successors and assigns, in the event of any default by the Owner, or for any amount which may become due to CCSF or its successors and assigns, under this Agreement.

Section 6.19 Environmental Review.

Subject to the limitations on invasive testing set forth in Section 3.3(b), no other provision in this Agreement shall prevent or limit the absolute discretion of CCSF to conduct environmental review in connection with any future proposal for development on the Property, to make any modifications or select feasible alternatives to such future proposals as may be deemed necessary to conform to any applicable Laws, including without limitation, CEQA, balance benefits against unavoidable significant impacts before taking final action, or determine not

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proceed with such future proposals, and to obtain any applicable permits or other authorization for uses on the Property.

[Signatures on following page.]

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IN WITNESS WHEREOF, the County and the Owner have executed this Agreement as of the Effective Date.

OWNER:

[name]

By: _____

Name: _____

Its: _____

CCSF:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA,
CITY ATTORNEY

By: _____

Charles Sullivan
Deputy City Attorney

