



SAN FRANCISCO PLANNING DEPARTMENT

Planning Commission Resolution No. 20640

HEARING DATE: JANUARY 30, 2020

Case No.: 2017-011878DVA
Project: Potrero Power Station Mixed-Use Project
Existing Zoning: M-2 (Heavy Industrial)
 PDR-1-G (Production, Distribution & Repair-1-General)
Height-Bulk: 40-X, 65-X
Proposed Zoning: P (Public)
 Potrero Power Station Mixed-Use District (PPS-MU)
Proposed Height: 65/240-PPS
Blocks/Lots: 4175/002, 4175/017, 4175/018 (partial), 4232/001, 4232/006, 4232/010, and non-assessed Port and City and County of San Francisco properties
Project Sponsor: Enrique Landa, California Barrel Company, LLC – (415) 796-8945
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RESOLUTION RECOMMENDING THAT THE BOARD OF SUPERVISORS APPROVE A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND CALIFORNIA BARREL COMPANY, A DELAWARE LIMITED LIABILITY COMPANY, FOR A CERTAIN REAL PROPERTY GENERALLY BOUNDED BY 22ND STREET TO THE NORTH, THE SAN FRANCISCO BAY TO THE EAST, 23RD STREET TO THE SOUTH, AND ILLINOIS STREET TO THE WEST, FOR A 30-YEAR TERM AND ADOPTING VARIOUS FINDINGS, INCLUDING FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND PLANNING CODE SECTION 101.1.

WHEREAS, Chapter 56 of the San Francisco Administrative Code sets forth the procedure by which a request for a development agreement will be processed and approved in the City and County of San Francisco; and

WHEREAS, the Development Agreement would enable the Potrero Power Station Mixed-Use Project (“Project”). The Project proposal includes developing approximately 2.5 million square feet (“sq ft”) of residential space (2,601 dwelling units), 1.8 million sq ft of commercial uses, including 100,000 sq ft of retail, 800,000 sq ft of office, 650,000 sq ft of life science/laboratory, 240,000 sq ft of hotel (250 rooms), and 35,000 sq ft of Production, Distribution, and Repair (“PDR”) uses. Additionally, it includes 25,000 sq ft of entertainment/assembly uses, 50,000 sq ft of community facilities, up to 2,686 off-street automobile parking spaces, and 6.9 acres of publicly accessible open space, including a new waterfront park. The proposal would also feature newly created public streets, pedestrian paths, cycle tracks, and the continuation of the Bay Trail. New buildings on the site are proposed to range from 65 feet to 240 feet in height and would generally step down from the middle of the site toward both the east and west. Three existing structures on the site, the Unit 3 power block and Boiler Stack along the waterfront and the Station A building, are proposed for adaptive reuse; and

WHEREAS, the Project, as described in the Development Agreement, would provide certain public benefits including affordable housing (30% of all units), 6.9 acres of open space, a community center of 25,000 sq ft, two childcare facilities of 6,000 sq ft each, and funding or space (up to 5,000 sq ft for a public library); and

WHEREAS, the Board will be taking a number of actions in furtherance of the Project, including the adoption of Planning Code amendments to establish the Potrero Power Station Special Use District (“SUD”) which refers to an associated Design for Development document (“D4D”), and Zoning Map amendments, which together outline land use controls and design guidance for both horizontal and vertical development improvements to the site; and

WHEREAS, in furtherance of the Project and the City’s role in subsequent approval actions relating to the Project, the City and California Barrel Company, LLC (“Project Sponsor”) negotiated a development agreement for development of the Project site, a copy of which is attached as Exhibit A (the “Development Agreement”); and

WHEREAS, the City has determined that as a result of the development of the Project site in accordance with the Development Agreement, clear benefits to the public will accrue that could not be obtained through application of existing City ordinances, regulations, and policies, as more particularly described in the Development Agreement. The Development Agreement will eliminate uncertainty in the City’s land use planning for the Project site and secure orderly development of the Project site consistent with the D4D; and

WHEREAS, the Development Agreement shall be executed by the Director of Planning, and City Attorney subject to prior approval by multiple City Commissions and the Board of Supervisors; and

WHEREAS, on January 30, 2020, the Planning Commission reviewed and considered the Final EIR (“FEIR”) for the Project and found the FEIR to be adequate, accurate and objective, thus reflecting the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR, and certified the FEIR for the Project in compliance with the California Environmental Quality Act (“CEQA”), the CEQA Guidelines and Chapter 31 by Motion No. 20635; and

WHEREAS, on January 30, 2020, the Commission by Motion No. 20636 approved CEQA Findings, including adoption of a Mitigation Monitoring and Reporting Program (MMRP), under Case No. 2017-011878ENV, for approval of the Project, which findings and MMRP are incorporated by reference as though fully set forth herein; and

WHEREAS, on January 30, 2020, by Resolution No. 20639 the Commission adopted findings in connection with its consideration of, among other things, the adoption of amendments to the Planning Code, under CEQA, the State CEQA Guidelines and Chapter 31 of the San Francisco Administrative Code and made certain findings in connection therewith, which findings are hereby incorporated herein by this reference as if fully set forth; and

WHEREAS, on January 30, 2020, by Resolution No. 20637, the Commission adopted findings regarding the Project’s consistency with the General Plan as it is proposed to be amended, and Planning Code Section 101.1, including all other approval actions associated with the project therein, which findings are hereby incorporated herein by this reference as if fully set forth; and

WHEREAS, on January 30, 2020, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting on the proposed Development Agreement; and

WHEREAS, on January 30, 2020, the Commission recommended the following amendments to the Development Agreement (additions underlined, deletions in ~~striketrough~~ text):

- Section 7.5 “Mills Act”: At Developer’s request, Developer and the City agree to use good faith efforts to pursue the approval of a Mills Act contract under the California Mills Act (California Government Code, Article 12, Sections 50280 et seq., California Revenue and Taxation Code, Article 1.9, Sections 439 et seq.) for the rehabilitation of any building on the Project Site eligible for such contract under the California Mills Act. The City finds that the approval of Mills Act contracts for the rehabilitation of the Station A and Unit 3 buildings to be a critical component to the viability of the preservation of these buildings, given their dilapidated condition. So long as the term of any such Mills Act contract does not exceed twenty (20) years, the City agrees to waive any limitation under City Law regarding the tax assessment value of the building under San Francisco Administrative code 71.2(b), as well as the maximum amount of tax revenue loss that may result from any such Mills Act contract. In consideration for the City’s efforts to pursue the approval of a Mills Act contract for Station A, Unit 3, and/or the Stack, Developer agrees to nominate Station A, Unit 3, and/or the Stack as a City historic landmark(s) under Article 10 of the Planning Code no later than Developer’s submittal of an application for a Mills Act contract for Station A, Unit 3, and/or the Stack, respectively.
- Exhibit D “Affordable Housing Plan”
 - Section I. This Affordable Housing Plan is designed to ensure that thirty percent (30%) of the Residential Units produced by the Project are affordable housing units. The Affordable Housing Plan satisfies this goal by requiring Developer to build Inclusionary Units within Market-Rate Projects and/or to convey Development Parcels, at no cost, to Affordable Housing Developer, for the construction of 100% Affordable Units. In addition, Developer may partially satisfy the requirements of this Affordable Housing Plan by paying the Power Station Affordable Housing In-Lieu Fee, ~~or by causing the construction of 100% Affordable Units at locations proximate to the Project Site.~~ All proceeds of the Power Station Affordable Housing In-Lieu Fee will be paid to MOHCD and applied by MOHCD to affordable housing in Supervisorial District 10.
 - Section III(A)(1). Upon Final Completion of all Residential Projects, Developer shall have met the following “Final Completion Requirements”: the sum of Inclusionary Unit Credits, In-Lieu Fee Credits, and 100% Affordable Unit Credits earned by Developer shall equal or exceed thirty percent (30%) of the total number of Residential Units constructed on the Project Site ~~and any 100% Affordable Units constructed outside of the Project Site~~ (the “Final Affordable Percentage”);
 - Section IV(C). Developer shall receive two-third (2/3) of an “100% Affordable Unit Credit” for each Minimum 100% Affordable Unit upon (i) conveyance of the 100% Affordable Housing Parcel to Affordable Housing Developer or execution of an Affordable Housing Conveyance Agreement and (ii) recordation of a

Notice of Special Restrictions memorializing the requirements of such Affordable Housing Conveyance Agreement as well as the affordability restrictions.

Upon issuance of a First Certificate of Occupancy for each 100% Affordable Project, Developer shall (i) receive one (1) 100% Affordable Unit Credit for each 100% Affordable Unit constructed within an 100% Affordable Project, subtracted by (ii) the total number of 100% Affordable Unit Credits previously earned by Developer for such 100% Affordable Project as described in the previous paragraph (i.e., any "2/3" credits), such that the total number of 100% Affordable Unit Credits earned by Developer are the same as the number of 100% Affordable Units actually constructed in the 100% Affordable Project.

Developer may earn no more than two-hundred fifty-eight (258) In-Lieu Fee Credits ~~and 100% Affordable Unit Credits for 100% Affordable Housing Projects constructed outside of the Project Site, in the aggregate~~, which is intended to represent approximately 33% of the Project's affordable housing requirement. No numerical limit applies to the number of 100% Affordable Unit Credits that Developer may earn for 100% Affordable Housing Projects constructed on the Project Site.

- Section VI(C). Developer shall receive one "In-Lieu Fee Credit" for each Market Rate Unit for which Developer has paid the Power Station Affordable Housing In-Lieu Fee, or upon payment of each One Hundred Ninety-Nine Thousand and Five Hundred Dollars (\$199,500) paid as the Power Station Proportionality In-Lieu Fee (as described in Section VII(D)(1)). Developer may earn no more than two-hundred fifty-eight (258) In-Lieu Fee Credits ~~and 100% Affordable Unit Credits for 100% Affordable Housing Projects constructed outside of the Project Site in the aggregate~~, which is intended to represent approximately 33% of the Project's affordable housing requirement.
- Section VII(d). Within 45 days after any Affordable Housing Proportionality Event, Developer shall notify MOHCD in writing of the number of Inclusionary Unit Credits, In-Lieu Fee Credits, or 100% Affordable Unit Credits that Developer has obtained or will obtain to satisfy the Proportionality Requirement ("Developer's Proportionality Election"). Developer's Proportionality Election shall be at Developer's sole discretion; provided, however, that Developer may not earn more than two-hundred fifty-eight (258) In-Lieu Fee Credits ~~and 100% Affordable Unit Credits for 100% Affordable Housing Projects constructed outside of the Project Site, in the aggregate~~, consistent with the requirements of Section IV(C) and Section VI(C).
- Exhibit I "Transportation Plan": Section I(B).
 - **Safe streets around Jackson Park:** Transportation-related elements that support safe streets around a renovated Jackson Park, once it is an approved City project. ~~Up to \$2.5~~ Two-and-a-half million dollars will be used to support any of the following improvements, if warranted: street and sidewalk improvements,

accessibility improvements, upgraded crosswalks, striping, traffic signals or signage, traffic calming such as speed humps, and/or corner bulbouts.

- 18th Street Bridge Safety Enhancements: Propose conceptual designs to enhance safety on the existing 18th Street overpass over Highway 280.
- Exhibit M-1 “Phasing Plan”: Section 3.1 Child Care Facilities. Developer shall construct two childcare facilities, each no smaller than six thousand (6,000) gross square feet in size (the “On-Site Child Care Facility”). Each On-Site Child Care Facility shall be located in the Development Phase set forth in the Phasing Plan. The Development Phase Application shall specify in which Building an On-Site Child Care Facility shall be located. Each On-Site Child Care Facility shall have sufficient protected outdoor space to meet the requirements of California law, and be available for lease to a licensed nonprofit operator without charge for rent, utilities, property taxes, building services, repairs or any other charges of any nature, as evidenced by a lease and an operating agreement between the sponsor and the provider, with a minimum term of four years. Thereafter, each On-Site Child Care Facility must be available to a licensed nonprofit operator for an additional period of four years, at a cost not to exceed actual operating ~~and the original tenant improvement~~ costs (those incurred during the initial three-year term) reasonably allocated to similar facilities in similar buildings, amortized over the remaining term of the lease. In consideration of these requirements, Planning Code sections 414.1-414.15 and sections 414A.1–414A.8 shall not apply to the Project.
- Exhibit M-1-1: Substitution of Exhibit M-1-1 “Phasing Table” with an updated version of the same table, attached here as Exhibit B. An outdated version of the table was inadvertently submitted with the Project Case Packet.
- Exhibit Z: Inclusion of proposed Exhibit Z, attached here as Exhibit C, which describes proposed standards related to how the Port of San Francisco and various other City agencies will work together on the processing permits and the implementation of the Project, if approved.

NOW THEREFORE BE IT RESOLVED, that the Planning Commission hereby recommends that the Board of Supervisors approve the Development Agreement, in substantially the form attached hereto as Exhibit A.

AND BE IT FURTHER RESOLVED, that the Commission finds that the application, public notice, Planning Commission hearing, and Planning Director reporting requirements regarding the Development Agreement negotiations contained in Administrative Code Chapter 56 required of the Planning Commission and the Planning Director have been substantially satisfied in light of the regular meetings held for the last two and a half years, the multiple public informational hearings provided by the Planning Department staff at the Planning Commission, the information contained in the Director’s Report regarding the Potrero Power Station Development Agreement negotiations, and the mailed and published notice issued for the Development Agreement.

AND BE IT FURTHER RESOLVED, that the Commission authorizes the Planning Director to take such actions and make such changes as deemed necessary and appropriate to implement this Commission's recommendation of approval and to incorporate recommendations or changes from the Port Commission, San Francisco Municipal Transportation Agency ("SFMTA") Board of Directors, the San Francisco Public Utilities Commission ("SFPUC"), and/or the Board, provided that such changes taken as a whole do not materially increase any obligations of the City or materially decrease any benefits to the City contained in the Development Agreement attached as Exhibit A.

I hereby certify that the Planning Commission ADOPTED the foregoing Resolution on Thursday, January 30, 2020.



Jonas P. Ionin
Commission Secretary

AYES: Diamond, Fung, Koppel, Melgar, Moore

NAYS: None

ABSENT: Johnson, Richards

ADOPTED: January 30, 2020

EXHIBIT M-1-1

Phasing Table	Phase	Delivered With Block or GSF	Primary Document	Section	Other Reference	Horizontal Improvement	Vertical Improvement	Public Improvement	Privately-Owned Community Improvement	Notes
Infrastructure Improvements										
Sea Level Rise Improvements	All	n/a	IP	Section 5		X		X		Vertical Developer of Block 9 may have some SLR obligations if Unit 3 is rehabilitated
AWSS Connection to 3rd Street at 23rd Street	1	n/a	IP	Figure 1.3		X		X		
AWSS Connection to 3rd Street at 22nd Street	6	13	IP	Figure 1.3		X		X		Required only in the event Pier 70 has not implemented at time of Phase 6 application
Stormwater Outfall	1	n/a	IP	Figure 1.3		X		X		
Sanitary Sewer Pump Station	1	n/a	IP	Figure 1.3		X		X		Required only if SFPUC determines the pump station is necessary as part of Development Phase Approval
Recycled Water Infrastructure	All	n/a	IP	Section 12	D4D 6.18.3	X	X		X	Collection and/or distribution pipes in streets and open spaces are Horizontal Improvements. Pipes in buildings and treatment equipment are Vertical Improvements.
23rd/Illinois Intersection Improvements and Signal	1	n/a	IP	8.1.3	D4D 5.7.2, Figure 5.2.2	X		X		
Sidewalk on the east side of Illinois between Humboldt and 22nd Streets	6 or 4	13 or 5	IP	8.1.3	D4D 5.25 Figure 5.2.2	X		X		In the event the area of Block 13 is not subject to PPS DA at time of Phase 4 application, this improvement will be constructed with Block 5
Sidewalk on the east side of Illinois between 23rd and Humboldt Streets	4	5	IP	19	Appendix E	X		X		Required only if there is a single vehicular access route to and from the Project site via 23rd Street at the time of Phase 4 application.
Humboldt Street Fire Turnaround	4	5	IP	19	Appendix E	X		X		In the event the area of Humboldt Street is not subject to PPS DA at time of Phase 4 application, this improvement will be constructed with Block 5. This may be an interim improvement until such time as the area of Humboldt Street becomes subject to the DA.
Humboldt/Illinois Intersection Improvements and Signal	6	13	IP	8.1.3	D4D 5.7.2, Figure 5.2.2	X		X		In the event the area of Humboldt Street is not subject to PPS DA at time of Phase 6 application, the signal will not be constructed with these intersection improvements.
Open Spaces										
The Point	1	*	D4D	4.20		X			X	* Prior to the City's issuance of the First Certificate of Occupancy for the Building representing 500,000 square feet of total development. Developer is not required to construct the Bay Overlook at 23rd Street in any phase.
Waterfront Park South	1	*	D4D	4.16-4.19		X			X	* Prior to the City's issuance of the First Certificate of Occupancy for the Building representing 3 million square feet of total development. Developer is not required to construct the Recreational Dock in any phase.
Stack Plaza	1	9	D4D	4.21		X			X	
Humboldt Street Plaza	1	*	D4D	4.24		X			X	* Prior to the City's issuance of the First Certificate of Occupancy for the Building representing 3 million square feet of total development.
Power Station Park East	1	12	D4D	4.28		X			X	
Block 9 POPO (includes Turbine Plaza) and Restroom	1	9	D4D	4.16-4.22			X		X	Public restroom to be provided on Block 9.
Power Station Park West	2	11	D4D	4.29		X			X	
Waterfront Park North	3	4	D4D	4.16-4.19		X			X	
Waterfront Park West	3	4	D4D	4.16-4.19		X			X	
Louisiana Paseo	4	15	D4D	4.30		X			X	
Soccer Field and Restroom	4, 5, or 6	1, 5, or 13	D4D	4.31			X		X	Soccer field to be provided on either the roof of the district parking structure on one of Blocks 1, 5, or 13 or in another location, as further described in the Phasing Plan and Design for Development. Public restroom to be provided on the same block as soccer field.
Illinois Street Plaza	6	13	D4D	4.32		X			X	
Streets and Infrastructure										
All public and private streets (including sidewalks, and bike facilities within such streets) within the boundaries of the Development Phase as shown in the D4D and IP	All		D4D, IP	D4D Section 5		X		X	X	Public Improvement if public street; POCI if private street
All utilities within the boundaries of the Development Phase as shown in the IP	All		IP			X		X	X	
Transit Facilities										
Bus Layover	1	12	D4D	5.5.1, 6.10.1		X		X	X	Whether Public Improvement depends on whether City takes ownership of 23rd Street
Bus Shelter and Transit Operator Restroom	1	12	D4D	5.5.2, 6.10.1			X		X	
Development Agreement, Phasing Plan (Exhibit M-1)										
\$1.5 million AWSS Payment Fair Share Contribution	5	1	IP			N/A	N/A	N/A	N/A	Payment will be due at the earlier of either SFPUC's Notice to Proceed for the system-wide improvements or City's acceptance of the final public street in Development Phase 5.
Childcare (6,000 GSF)	2	11	DA	Exhibit M-1			X		X	
La Cocina (1,500 GSF)	6 or 2	13 or 11	DA	Exhibit M-1			X		X	If the entity that owns Block 13 is not a party to the Development Agreement prior to the City's approval of the Development Phase 2 application, Developer shall locate this space on Block 11.
Childcare (6,000 GSF)	4	15	DA	Exhibit M-1			X		X	
Community Center (25,000 GSF)	6, 5, or 4	1, 5, or 13	DA	Exhibit M-1			X		X	If the entity that owns Block 13 is not a party to the Development Agreement prior to the City's approval of the Development Phase 4 Application, Developer shall specify a Building on a Non-PG&E Sub Area Block in which the Community Facilities Space shall be located, which Building may be located in Development Phase 4 or Development Phase 5.
\$2.5 M Library Payment	N/A	N/A	DA	Exhibit M-1		N/A	N/A	N/A	N/A	
Option For Public Library (5,000 GSF)	4	15	DA	Exhibit M-1			X		X	
Grocery Store	6, 5, or 4	1, 5, or 13	DA	Exhibit M-1			X		X	

EXHIBIT M-1-1

Phasing Table	Phase	Delivered With Block or GSF	Primary Document	Section	Other Reference	Horizontal Improvement	Vertical Improvement	Public Improvement	Privately-Owned Community Improvement	Notes
SFPUC Pump Station	N/A	N/A	DA	Exhibit M-1		N/A	N/A	N/A	N/A	
The following items are not Associated Community Improvements and not subject to the Phasing Plan, but are provided for informational purposes for implementation.										
Transportation Demand Management Plan										
Improved Walking Connections	All	All	TDM	Active-1	D4D, Sections 5 and 6 D4D 5.4	X		N/A	N/A	
Bicycle Parking	All	All	TDM	Active-2	D4D 6.21		X	N/A	N/A	As provided in the D4D, the Planning Code's bike parking requirements apply as they change over time.
Showers and Lockers for Employees	Any	Any	TDM	Active-3	D4D 6.21.6		X	N/A	N/A	As provided in the D4D, the Planning Code's shower and locker requirements apply as they change over time.
Bicycle Repair Stations	All	All	TDM	Active-5a	D4D 6.21.6		X	N/A	N/A	
On-Site Car Share Parking	All	All	TDM	CShare-1	D4D 6.20.4		X	N/A	N/A	As provided in the D4D, the Planning Code's car share requirements apply as they change over time.
Delivery Supportive Amenities	All	All	TDM	Delivery-1	D4D 6.18		X	N/A	N/A	
On-Site Child Care	2 and 4	11 and 15	TDM	Family-2	DA Phasing	X	X	N/A	N/A	
Shuttle Bus Service	All	All	TDM	HOV-2	D4D 5.6	X		N/A	N/A	
Multimodal Wayfinding Signage	All	All	TDM	Info-1	D4D 7.5		X	N/A	N/A	
Real-Time Transportation Information Displays	All	All	TDM	Info-2	D4D 6.18.5		X	N/A	N/A	
Tailored Transportation Marketing Services	All	All	TDM	Info-3		X		N/A	N/A	
On-Site Affordable Housing	All	All	TDM	LU-2	DA Housing	X	X	N/A	N/A	Per Housing Plan, certain requirements are Vertical Improvements (on site units) and certain requirements may be Horizontal Improvements (i.e., land dedication)
Unbundle Parking	All	All	TDM	PKG-1			X	N/A	N/A	
Parking Pricing	All	All	TDM	PKG-2			X	N/A	N/A	Short-Term Daily Parking Provision
Parking Supply	All	All	TDM	PKG-4	D4D 6.20.2		X	N/A	N/A	
TDM Coordinator	All	All	TDM	Ops		X		N/A	N/A	
CEQA Mitigation Measures										
Historic Architectural Resources Documentation	0	N/A	EIR	M-CR-5a		X		N/A	N/A	Prior to demolition of individual historical resource or contributor
Historic Architectural Resources Video Recordation	0	N/A	EIR	M-CR-5b		X		N/A	N/A	Prior to demolition of individual historical resource or contributor
Historic Architectural Resources Public Interpretation and Salvage	All	All	EIR	M-CR-5c	D4D 2, 7.5	X		N/A	N/A	Project will submit an Interpretive Master Plan prior to demolition of historical resource or contributor
Rehabilitation of the Boiler Stack	1	N/A	EIR	M-CR-5d	D4D 6.12	X		N/A	N/A	
Historic Preservation Plan and Review Process for Alteration of the Boiler Stack	1	N/A	EIR	M-CR-5e		X		N/A	N/A	
Design Controls for New Construction	All	All	EIR	M-CR-6	D4D 6.11	X	X	N/A	N/A	
Construction Management Plan and Public Updates	All	All	EIR	I-TR-A		X		N/A	N/A	
Monitoring and Abatement of Queues	All	All	EIR	I-TR-B			X	N/A	N/A	If recurring queuing occurs, owner/operator will employ abatement methods
Implement Measures to Reduce Transit Delay	All	All	EIR	M-TR-5		X		N/A	N/A	Only required if annual monitoring report finds Maximum PM Peak Hour Vehicle Trips are exceeded in any Phase
Improve Pedestrian Facilities at the Intersection of Illinois Street/22nd Street	6	5 or 13	EIR	M-TR-7		X		N/A	N/A	Only required in the event that Pier 70 has not completed the improvement prior to PPS Phase 6 application. In the event the area of Block 13 is not subject to PPS DA at time of Phase 5 application, this improvement will be constructed with Block 5.
Construction Noise Control Measures	All	All	EIR	M-NO-1		X	X	N/A	N/A	
Avoidance of Residential Streets	All	All	EIR	M-NO-A		X	X	N/A	N/A	
Construction Vibration Monitoring	Any	Any	EIR	M-NO-4a		X	X	N/A	N/A	Development of Construction Vibration Monitoring program is a Horizontal Improvement. Compliance with the program is a Vertical Improvement.
Vibration Control Measures During Controlled Blasting and Pile Driving	Any	Any	EIR	M-NO-4b		X	X	N/A	N/A	
Vibration Control Measures During Use of Vibratory Equipment	Any	Any	EIR	M-NO-4c		X	X	N/A	N/A	
Stationary Equipment Noise Controls	All	All	EIR	M-NO-5			X	N/A	N/A	
Design of Future Noise-Sensitive Uses	Any	Any	EIR	M-NO-8			X	N/A	N/A	
Construction Emissions Minimization	Any	Any	EIR	M-AQ-2a		X	X	N/A	N/A	Development of the Construction Emissions Minimization Plan is a Horizontal Improvement. Compliance with the program is a Vertical Improvement.
Diesel Backup Generator Specifications	Any	Any	EIR	M-AQ-2b			X	N/A	N/A	
Promote Use of Green Consumer Products	Any	Any	EIR	M-AQ-2c		X		N/A	N/A	
Electrification of Loading Docks	Any	Any	EIR	M-AQ-2d			X	N/A	N/A	
Additional Mobile Source Control Measures	Any	Any	EIR	M-AQ-2e			X	N/A	N/A	
Offset Construction and Operational Emissions	1	N/A	EIR	M-AQ-2f		X		N/A	N/A	Horizontal Improvement is to fund or implement a specific offset project or pay fee to BAAQMD prior to issuance of CFO of last building in Phase 1
Siting of Uses that Emit Toxic Air Contaminants	All	All	EIR	M-AQ-4			X	N/A	N/A	
Wind Reduction Features for Block 1	5	1	EIR	I-WS-1			X	N/A	N/A	
Identification and Mitigation of Interim Wind Impacts	All	All	EIR	M-WS-2			X	N/A	N/A	
Nesting Bird Protection Measures	All	All	EIR	M-BI-1		X	X	N/A	N/A	
Avoidance and Minimization Measures for Bats	All	All	EIR	M-BI-3		X	X	N/A	N/A	Initial survey is a Horizontal Improvement. Compliance is a Vertical Improvement.
Fish and Marine Mammal Protection During Pile Driving	All	All	EIR	M-BI-4		X		N/A	N/A	
Compensation for Fill of Jurisdictional Waters	1	9	EIR	M-BI-7		X		N/A	N/A	

EXHIBIT M-1-1

Phasing Table	Phase	Delivered With Block or GSF	Primary Document	Section	Other Reference	Horizontal Improvement	Vertical Improvement	Public Improvement	Privately-Owned Community Improvement	Notes
Archeological Testing	All	All	Initial Study	M-CR-1		X	X	N/A	N/A	Archeological testing program is Horizontal Improvement. All Developers will comply with archeological monitoring program, if necessary. If an archeological deposit is encountered, the Developer who made the discovery is responsible for developing archeological data recovery plan and program.
Tribal Cultural Resources Interpretive Program	Any	Any	Initial Study	M-CR-3		X	X	N/A	N/A	If a tribal cultural resource is encountered, the Developer who made the discovery is responsible for developing tribal cultural resources interpretive program.
Paleontological Resources Monitoring and Mitigation Program	Any	Any	Initial Study	M-GE-6		X	X	N/A	N/A	Development of Paleontological Resources monitoring and Mitigation Program, if necessary, is a Horizontal Improvement. All Developers are responsible for complying with the program. If a paleontological resource is discovered, the Developer who made the discovery is responsible for any additional work conducted at the direction of the City's environmental review officer.

EXHIBIT Z

City and Port Implementation of Later Approvals for Port Sub-Area

A. Cooperation

The Port and the other City Agencies shall aid each other, cooperate with and amongst all City Agencies and undertake and complete all actions or proceedings reasonably necessary or appropriate to expeditiously and with due diligence implement the Project in accordance with the Plan Documents and the Approvals.

B. Maintenance and Repair of 23rd Street and Subsurface Utilities

Upon satisfaction of map conditions and acceptance, and execution of a future Memorandum of Understanding (MOU) between relevant City Departments, Public Works shall operate, maintain and repair the Port 23rd Street Property for use as a public street at no cost to the Port or Developer and accepts sole responsibility for the operation, maintenance, repair and liability of the Port 23rd Street Property for use as a public street. If PG&E vacates or otherwise terminates its existing utility easement located on the portion of 23rd Street on the Developer Property and more particularly described on Figure Z-1 (the “**Existing PG&E Easement**”), then Public Works shall operate, maintain and repair the Developer 23rd Street Property for use as a public street at no cost to Developer and shall accept sole responsibility for the operation, maintenance, repair and liability of the Developer 23rd Street Property for use as a public street. If the Existing PG&E Easement is not removed, the Developer 23rd Street Property may remain private property, as further detailed in Exhibit G Infrastructure Plan.

Upon execution of a future MOU detailing permitting and maintenance roles and responsibilities, the San Francisco Public Utilities Commission (“PUC”) will accept the utilities underlying 23rd Street, as further detailed in Exhibit G.

C. Port Review of Later Approvals

The Port Chief Harbor Engineer shall be responsible for reviewing and issuing all Later Approvals in accordance with the Development Agreement for certain shoreline and waterfront improvements (the “**Shoreline Improvements**”) located within the Port Sub-Area. The Shoreline Improvements anticipated as of the Reference Date are more particularly shown on Figure Z-2, including the storm drain outfall (itself subject to PUC review and acceptance), potential retrofit of the Station A intake structure (for use as an overlook of the San Francisco Bay), improvement of riprap, construction of wharfs and seawalls, and potential recreational dock and associated dredging. The Port’s design review of open spaces and streets under its jurisdiction will be in accordance with this Development Agreement, including Exhibit O, Development Phase Application Procedures and Requirements and Exhibit E, Design for Development.

D. City Review of Later Approvals on Port Sub-Area

The City Agencies other than the Port (including the Planning Department, DBI, Public Works, and SFMTA) shall be responsible for reviewing and issuing all Later Approvals (including building permits, Subdivision Maps, street improvement permits, and Design Review Applications) for all improvements (including Public Improvements and Infrastructure) on the Port

Sub-Area other than the Shoreline Improvements. Each such Later Approval shall be reviewed and issued by the City Agency that would otherwise be responsible for the issuance of such Later Approval if the proposed improvement was located within the City's jurisdiction (and outside of Port jurisdiction), except that the Planning Department shall confer with the Port and obtain its recommendations as to the design of Waterfront Park and the Point prior to approving a Design Review Application for those two subareas. The Port delegates to the City its authority (if any) to approve any and all Later Approvals pertaining to any portion of the Project Site not located within the Port Sub-Area and not subject to the Public Trust.

E. Amendment

The terms of this Exhibit Z may be amended with at any time by mutual written consent of Developer and the Executive Director of the Port, and the Planning Director, Director of DPW, or the General Manger of the SFPUC, depending on the nature of the proposed amendment. Material Changes to this Exhibit may require Planning Commission review, the Port Commission's Consent, or both.