BOARD of SUPERVISORS

City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

M E M O R A N D U M

LAND USE AND TRANSPORTATION COMMITTEE

SAN FRANCISCO BOARD OF SUPERVISORS

TO: Supervisor Aaron Peskin, Chair, Land Use and Transportation Committee

FROM: Erica Major, Assistant Clerk, Land Use and Transportation Committee

DATE: April 14, 2020

SUBJECT: **COMMITTEE REPORT, BOARD MEETING**
Tuesday, April 14, 2020

The following file should be presented as a **COMMITTEE REPORT** at the Board meeting, Tuesday, April 14, 2020. This item was acted upon at the Committee Meeting on Monday, April 11, 2020, at 1:30 p.m., by the votes indicated.

Item No. 26 **File No. 200040**

Ordinance approving a Development Agreement between the City and County of San Francisco and California Barrel Company LLC, a California limited liability company, for the Potrero Power Station Mixed-Use Project at the approximately 29-acre site 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, in the southeast part of San Francisco, with various public benefits, including 30% affordable housing and approximately 6.9 acres of publicly-accessible parks and open space; making findings under the California Environmental Quality Act, findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b); making public trust findings in accordance with the approval of a ground lease of Port-owned land; approving specific development impact fees and waiving any conflicting provisions in Planning Code, Article 4, or Administrative Code, Article 10; confirming compliance with or waiving certain provisions of Administrative Code, Chapters 14B, 23, 56, 82, and 99, Planning Code, Sections 169 and 138.1, Public Works Code, Section 806(d), and Subdivision Code, Section 1348; and ratifying certain actions taken in connection therewith, as defined herein.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor Aaron Peskin - Aye
Supervisor Ahsha Safai - Aye
Supervisor Dean Preston - Aye

c: Board of Supervisors
Angela Calvillo, Clerk of the Board
Alisa Somera, Legislative Deputy
Anne Pearson, Deputy City Attorney

File No. 200040 **Committee Item No.** 5
Board Item No. 26

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Land Use and Transportation Committee **Date** April 13, 2020

Board of Supervisors Meeting **Date** April 14, 2020

Cmte	Board	
☐	☐	**Motion**
☐	☐	**Resolution**
☒	X	**Ordinance**
☒	X	**Legislative Digest**
☐	☐	**Budget and Legislative Analyst Report**
☐	☐	**Youth Commission Report**
☐	☐	**Introduction Form**
☐	☐	**Department/Agency Cover Letter and/or Report**
☐	☐	**MOU**
☐	☐	**Grant Information Form**
☐	☐	**Grant Budget**
☐	☐	**Subcontract Budget**
☒	X	**Contract/Agreement**
☒	X	**Form 126 – Ethics Commission**
☐	☐	**Award Letter**
☐	☐	**Application**
☐	☐	**Public Correspondence**

OTHER **(Use back side if additional space is needed)**

☒	X	Draft Dev Agmt
☒	X	Referral PC 012220
☒	X	Referral CEQA 012220
☒	X	Referral SBC 012220
☒	X	PC Transmittal 022120
☒	X	Port Resolution No. 20-12
☒	X	PPS Exhibits
☒	X	OEWD MOU 090916
☒	X	CEQA Determination 022820
☒	X	Hearing Notice 031620 & Revised Hearing Notice 031620
☒	X	Update Dev Agmt 031120 & Update Dev Agmt 031120 (Revised)
☒	X	Updated Dev Agmt 032020
☒	X	Hearing Notice 041320

Completed by: Erica Major **Date** April 10, 2020
Completed by: Erica Major **Date** April 14, 2020

[Development Agreement - California Barrel Company LLC - Potrero Power Station Mixed-Use Project]

Ordinance approving a Development Agreement between the City and County of San Francisco and California Barrel Company LLC, a California limited liability company, for the Potrero Power Station Mixed-Use Project at the approximately 29-acre site 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, in the southeast part of San Francisco, with various public benefits, including 30% affordable housing and approximately 6.9 acres of publicly-accessible parks and open space; making findings under the California Environmental Quality Act, findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b); making public trust findings in accordance with the approval of a ground lease of Port-owned land; approving specific development impact fees and waiving any conflicting provisions in Planning Code, Article 4, or Administrative Code, Article 10; confirming compliance with or waiving certain provisions of Administrative Code, Chapters 14B, 23, 56, 82, and 99, Planning Code, Sections 169 and 138.1, Public Works Code, Section 806(d), and Subdivision Code, Section 1348; and ratifying certain actions taken in connection therewith, as defined herein.

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

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

Section 1. Project Findings.

The Board of Supervisors makes the following findings:

(a) California Government Code Sections 65864 et seq. authorizes any city, county, or city and county to enter into an agreement for the development of real property within the jurisdiction of the city, county, or city and county.

(b) Pursuant to California Government Code Section 65865, Chapter 56 of the San Francisco Administrative Code ("Chapter 56") sets forth certain procedures for the processing and approval of development agreements in the City and County of San Francisco (the "City").

(c) California Barrel Company LLC, a California limited liability company ("Developer") owns approximately 21.0 acres of developed and undeveloped land located in the City that is generally bound by 22nd Street to the north, the San Francisco Bay to the east, 23rd Street to the south and Illinois Street to the west, as more particularly described on Exhibit A-1 to the Development Agreement (the "Developer Property"). Existing structures on the Developer Property consist primarily of vacant buildings and facilities associated with the former power station use of the Developer Property.

(d) Pacific Gas & Electric Company, a California corporation ("PG&E"), owns approximately 4.8 acres of land located in the City that is adjacent to the Developer Property, as more particularly described on Exhibit A-2 to the Development Agreement (the "PG&E Sub-Area").

(e) The City, through the Port of San Francisco (the "Port"), owns approximately 2.9 acres of land located in the City that is comprised of the following three noncontiguous sites in the vicinity of the Developer Property (collectively, the "Port Sub-Area"): (i) approximately 1.5 acres of land located between the Developer Property and the San Francisco Bay, as more particularly described on Exhibit A-3 to the Development Agreement (the "Port Open Space");

(ii) approximately 1.3 acres of land located along 23rd Street between the Developer Property and Illinois Street, as more particularly described on Exhibit A-4 to the Development Agreement (the "Port 23rd St. Property"); and (iii) less than 0.1 acres of land located near the northeast corner of the Developer Property and adjacent to the San Francisco Bay, as more particularly described on Exhibit A-5 to the Development Agreement (the "Port Bay Property"). Developer and the Port intend to enter into a ground lease on or about the Reference Date set forth in the Development Agreement (the "Port Lease") for the Port Open Space and the Port Bay Property in order to allow Developer to occupy and develop the Port Open Space and the Port Bay Property and include the same in the Waterfront Park (as defined in the Development Agreement). The Port 23rd St. Property will be subject to a license allowing Developer to construct Public Improvements, as more particularly described therein.

(f) The City also owns less than 0.1 acres of land located in the City that is between the Developer Property and the Port 23rd Street Property, as more particularly described on Exhibit A-7 to the Development Agreement (the "City Sub-Area" and, collectively with the Developer Property, the Port Sub-Area, and the PG&E Sub-Area, the "Project Site").

(g) On January 3, 2020, Developer filed an application with the City's Planning Department for approval of a development agreement relating to the Project Site (the "Development Agreement") under Chapter 56. A copy of the Development Agreement is on file with the Clerk of the Board in File No. 200040. Developer also filed applications with the Department for certain activities described in Exhibit B to the Development Agreement (collectively, the "Project").

(h) While the Development Agreement is between the City, acting primarily through the Planning Department, and Developer, other City agencies retain a role in reviewing and issuing certain later approvals for the Project. Later approvals include all approvals required

under the Project SUD or as otherwise set forth in the Municipal Code, Design Review Applications or Development Phase Applications, demolition permits, grading permits, site permits, building permits, sewer and water connection permits, major and minor encroachment permits, sidewalk modification legislation, street improvement permits, permits to alter, certificates of occupancy, transit stop relocation permits, street dedication approvals and ordinances, public utility easement vacation approvals and ordinances, public improvement agreements, subdivision maps, improvement plans, lot mergers, lot line adjustments and re-subdivisions and any amendment to the foregoing or to any Initial Approval. As a result, affected City agencies have consented to the Development Agreement.

(i) The Project is a phased, mixed use development on the Project Site that will include up to approximately 2,601 dwelling units, 1.5 million gross square feet (gsf) of office and/or life science / laboratory use, 241,574 gsf of hotel (250 rooms), 50,000 gsf of community facilities, 35,000 gsf PDR, 25,000 gsf assembly space, 99,464 gsf of retail, 1,862 bicycle parking spaces, 2,686 parking spaces and the development and improvement of 6.9 acres of publicly accessible open space, in addition to new streets, sidewalks, and bicycle lanes throughout the site, all as more particularly described in the Development Agreement.

(j) The Project is anticipated to generate an annual average of approximately 230 construction jobs during construction and, upon completion, approximately 5,211 net new permanent on-site jobs, and an approximately $24 million annual increase in general fund revenues to the City. In addition to the significant housing, jobs, urban revitalization, and economic benefits to the City from the Project, the City has determined that development of the Project under the Development Agreement will provide additional benefits to the public that could not be obtained through application of existing City ordinances, regulations, and policies. Additional public benefits to the City from the Project include: (i) affordable housing contributions in amounts that exceed the amounts required pursuant to existing City

ordinances, regulations and policies and that are intended to constitute thirty percent (30%) of the total number of housing units for the Project; (ii) workforce obligations, including significant training, employment and economic development opportunities, related to the development and operation of the Project; (iii) construction and maintenance of publicly accessible open space, totaling approximately 6.9 acres, including (a) a series of contiguous, integrated waterfront parks, including extension of the Blue Greenway and Bay Trail and creation of a 3.6-acre Waterfront Park, (b) a 1.2-acre central green space in the interior of the Project Site, (c) a 0.7-acre plaza type open space and (d) a publicly accessible soccer field; (iv) delivery of child care spaces totaling not less than 12,000 gross square feet; (v) sea level rise improvements as part of the development of the Project; and (vi) a design of the Project prioritizing and promoting travel by walking, biking and transit for new residents, tenants, employees and visitors; all as further 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.

(k) Concurrently with this Ordinance, the Board is taking a number of actions in furtherance of the Project, as generally described in the Development Agreement, including Exhibit B to the Development Agreement (the "Initial Approvals").

Section 2. CEQA Findings. On January 30, 2020, by Motion No. 20635, the Planning Commission certified as adequate, accurate and complete the Final Environmental Impact Report ("FEIR") for the Project pursuant to the California Environmental Quality Act (California Public Resources Code Section 21000 et seq.) ("CEQA"). A copy of Planning Commission Motion No. is on file with the Clerk of the Board of Supervisors in File No. 200040. Also, on January 30, 2020, by Motion No. 20635, the Planning Commission adopted findings, including a rejection of alternatives and a statement of overriding considerations (the "CEQA Findings") and a Mitigation Monitoring and Reporting Program ("MMRP"). These Motions are on file with

the Clerk of the Board of Supervisors in File No. 200040. In accordance with the actions contemplated herein, this Board has reviewed the FEIR and related documents, and adopts as its own and incorporates by reference as though fully set forth herein the CEQA Findings, including the statement of overriding considerations, and the MMRP.

Section 3. General Plan and Planning Code Section 101.1 (b) Findings.

(a) The Board of Supervisors shall consider companion legislation that adopts public necessity findings of Planning Code Section 302 and General Plan amendments. A copy of the companion legislation is on file with the Clerk of the Board of Supervisors in File No. 200039 and is incorporated herein by reference.

(b) For purposes of this Ordinance, the Board of Supervisors finds that the Development Agreement will serve the public necessity, convenience and general welfare for the reasons set forth in the companion legislation identified in subsection (a).

(c) For purposes of this Ordinance, the Board of Supervisors finds that the Development Agreement is in conformity with the General Plan, as proposed to be amended, and the eight priority policies of Planning Code Section 101.1 for the reasons set forth in the companion legislation identified in subsection (a).

Section 4. Public Trust Findings.

At a public hearing on February 25, 2020, the Port Commission consented to the Development Agreement and approved the Port Lease, subject to Board of Supervisors' approval, finding that the Project would be consistent with and further the purposes of the common law public trust and statutory trust under the Burton Act (Stats. 1968, ch. 1333) by Resolution No. 20-12, a copy of which is in Board File No. 200040. The Board of Supervisors adopts and incorporates in this Ordinance the Port Commission's public trust findings.

Section 5. Development Agreement.

(a) The Board of Supervisors approves all of the terms and conditions of the Development Agreement, in substantially the form on file with the Clerk of the Board of Supervisors in File No. 200040.

(b) The Board of Supervisors approves and authorizes the execution, delivery and performance by the City of the Development Agreement as follows: (i) the Director of Planning and (other City officials listed thereon) are authorized to execute and deliver the Development Agreement, with signed consents of those City departments, agencies, boards, commissions, and bureaus that have subdivision or other permit, entitlement or approval authority or jurisdiction over development of the Project, or any improvement located on or off the Project Site, including the San Francisco Municipal Transportation Agency, the San Francisco Public Utilities Commission, the Port Commission, and the San Francisco Fire Department; and (ii) the Director of Planning and other applicable City officials are authorized to take all actions reasonably necessary or prudent to perform the City's obligations under the Development Agreement in accordance with the terms of the Development Agreement.

(c) The Director of Planning, at his or her discretion and in consultation with the City Attorney, is authorized to enter into any additions, amendments or other modifications to the Development Agreement that the Director of Planning determines are in the best interests of the City and that do not materially increase the obligations or liabilities of the City or materially decrease the benefits to the City as provided in the Development Agreement.

Section 6. Development Impact Fees.

By approving the Development Agreement, the Board of Supervisors authorizes the Controller and City Departments to accept the funds paid by Developer as set forth therein, and to appropriate and use the funds for the purposes described therein. The Board expressly approves the use of the development impact fees as set forth in the Development Agreement, and waives or overrides any provision in Article 4 of the City Planning Code and

Article 10 of the City Administrative Code that would conflict with the uses of these funds as described in the Development Agreement.

Section 7. City Administrative Code Chapter 56 Conformity.

The Development Agreement shall prevail in the event of any conflict between the Development Agreement and City Administrative Code Chapter 56, and without limiting the generality of the foregoing, the following provisions of City Administrative Code Chapter 56 are waived or deemed satisfied as follows:

(a) California Barrel Company LLC shall constitute a permitted "Applicant/Developer" for purposes of Chapter 56, Section 56.3(b).

(b) The Project comprises approximately 29 acres and is the type of large multi-phase and/or mixed-use development contemplated by the City Administrative Code and therefore satisfies the provisions of Chapter 56, Section 56.3(g).

(c) The provisions of Development Agreement and the Workforce Agreement attached to the Development Agreement as Exhibit F shall apply in lieu of the provisions of City Administrative Code Chapter 56, Section 56.7(c).

(d) The provisions of the Development Agreement regarding any amendment or termination, including those relating to "Material Change," shall apply in lieu of the provisions of Chapter 56, Section 56.15 and Section 56.18.

(e) The provisions of Chapter 56, Section 56.20 have been satisfied by the Memorandum of Understanding between Developer and the Office of Economic and Workforce Development for the reimbursement of City costs, a copy of which is on file with the Clerk of the Board of Supervisors in File No. 200040.

(f) The Board of Supervisors waives the applicability of Section 56.4 (Application, 18 Forms, Initial Notice, Hearing) and Section 56.10 (Negotiation Report and Documents).

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Section 8. Chapter 56 Waiver; Ratification.

(a) In connection with the Development Agreement, the Board of Supervisors finds that the City has substantially complied with the requirements of Administrative Code Chapter 56, and waives any procedural or other requirements if and to the extent not strictly complied with.

(b) All actions taken by City officials in preparing and submitting the Development Agreement to the Board of Supervisors for review and consideration are hereby ratified and confirmed, and the Board of Supervisors hereby authorizes all subsequent action to be taken by City officials consistent with this Ordinance.

Section 9. Planning Code Waivers; Ratification.

(a) The Board of Supervisors finds that the impact fees and other exactions due under the Development Agreement will provide greater benefits to the City than the impact fees and exactions under Planning Code Article 4 and waives the application of, and to the extent applicable exempts the Project from, impact fees and exactions under Planning Code Article 4 on the condition that Developer pays the impact fees and exactions due under the Development Agreement.

(b) The Board of Supervisors finds that the Transportation Demand Management Plan ("TDM Plan") attached to the Development Agreement and other provisions that meet the goals of the City's Transportation Demand Management Program in Planning Code Section 169 and waives the application of Section 169 to the Project on the condition that Developer implements and complies with the TDM Plan.

(c) The Board of Supervisors finds that the Design for Development attached to the Development Agreement sets forth sufficient standards for streetscape design and waives the requirements of Planning Code Section 138.1 (Streetscape and Pedestrian Improvements).

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Section 10. Other Administrative Code Waivers.

The requirements of the Workforce Agreement attached to the Development Agreement shall apply and shall supersede, to the extent of any conflict, the provisions of Administrative Code: (i) Chapter 82.4 (Coverage); (ii) Chapter 23, Article II (Interdepartmental Transfer of Real Property); and (iii) Chapter 23, Article VII (Prevailing Wage, Apprenticeship, and Local Hire Requirements), but only to the extent any of the foregoing provisions are applicable to the conveyance of vacated streets from the City to Developer and the other land conveyances contemplated by the Development Agreement.

Section 11. Subdivision Code Waivers.

A Public Improvement Agreement, if applicable and as defined in the Development Agreement, shall include provisions consistent with the Development Agreement and the applicable requirements of the Municipal Code and the Subdivision Regulations regarding extensions of time and remedies that apply when improvements are not completed within the agreed time. Accordingly, the Board of Supervisors waives the application to the Project of Subdivision 4 Code Section 1348 (Failure to Complete Improvements within Agreed Time).

Section 12. Public Works Code Waivers.

The Board of Supervisors finds that the Design for Development attached to the Development Agreement sets forth sufficient standards for streetscape design and waives the requirements of Planning Code Section 138.1 (Streetscape and Pedestrian Improvements) and Public Works Code Section 806(d) (Required Street Trees for Development Projects).

Section 13. Effective and Operative Date. This Ordinance shall become effective 30 days from the date of passage. This Ordinance shall become operative only on (and no rights or duties are affected until) the later of (a) 30 days from the date of its passage, or (b) the date that Ordinance _____, Ordinance _____, and Ordinance _____ have become effective.

Copies of these Ordinances are on file with the Clerk of the Board of Supervisors in File Nos. 200174, 200039, and 200040.

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: _____
HEIDI J. GEWERTZ
Deputy City Attorney
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FILE NO. 200040

LEGISLATIVE DIGEST

[Development Agreement - California Barrel Company LLC - Potrero Power Station Mixed-Use Project]

Ordinance approving a Development Agreement between the City and County of San Francisco and California Barrel Company LLC, a California limited liability company, for the Potrero Power Station Mixed-Use Project at the approximately 29-acre site 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, in the southeast part of San Francisco, with various public benefits, including 30% affordable housing and approximately 6.9 acres of publicly-accessible parks and open space; making findings under the California Environmental Quality Act, findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b); making public trust findings in accordance with the approval of a ground lease of Port-owned land; approving specific development impact fees and waiving any conflicting provisions in Planning Code, Article 4, or Administrative Code, Article 10; confirming compliance with or waiving certain provisions of Administrative Code, Chapters 14B, 23, 56, 82, and 99, Planning Code, Sections 169 and 138.1, Public Works Code, Section 806(d), and Subdivision Code, Section 1348; and ratifying certain actions taken in connection therewith, as defined herein.

Existing Law

California Government Code section 65864 *et seq.* (the "Development Agreement Statute") and Chapter 56 of the San Francisco Administrative Code ("Chapter 56") authorize the City to enter into a development agreement regarding the development of real property.

Amendments to Current Law

The proposed ordinance, if adopted, would result in the approval of the proposed development agreement (the "Development Agreement") with the Developer in accordance with the Development Agreement Statute and Chapter 56. The Development Agreement would provide to Developer the vested right to develop the project site as described in the Development Agreement over a 30 year term. There are no proposed amendments to current law.

Background Information

Under the Development Agreement, the Developer proposes to develop a phased, mixed use development on the Project Site that will include up to approximately 2,601 dwelling units, 1.5 million gross square feet (gsf) of office and/or life science / laboratory use, 241,574 gsf of hotel (250 rooms), 50,000 gsf of community facilities, 35,000 gsf PDR, 25,000 gsf assembly space, 99,464 gsf of retail, 1,862 bicycle parking spaces, 2,686 parking spaces and the development and improvement of 6.9 acres of publicly accessible open space, in addition to

new streets, sidewalks, and bicycle lanes throughout the site, all as more particularly described in the Development Agreement.

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DocuSign Envelope ID: 3AA58E2C-E2FC-4703-A49F-48FA706CC6FF

San Francisco Ethics Commission
25 Van Ness Avenue, Suite 220, San Francisco, CA 94102
Phone: 415.252.3100 . Fax: 415.252.3112
ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #:
200040

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4
(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)
A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of $100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: https://sfethics.org/compliance/city-officers/contract-approval-city-officers

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (*for amendment only*)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
Office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Jon Lau	4155543123
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
021 Office of Economic and Workforce Devel	jon.lau@sfgov.org

Transaction Pending Signature

5. CONTRACTOR	
NAME OF CONTRACTOR California Barrel Co.	TELEPHONE NUMBER 4155989596
STREET ADDRESS (including City, State and Zip Code) 420 23rd street, san francisco, ca 94103	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (*If applicable*) 200040
DESCRIPTION OF AMOUNT OF CONTRACT N/A		
NATURE OF THE CONTRACT *(Please describe)* Development Agreement with CCSF		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
☐	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
☒	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
☐	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

Pending Signature

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			

☐ Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK	DATE SIGNED
BOS Clerk of the Board	

BOARD of SUPERVISORS

City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
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TDD/TTY No. 554-5227

January 22, 2020

File No. 200039
File No. 200040

Lisa Gibson
Environmental Review Officer
Planning Department
1650 Mission Street, Ste. 400
San Francisco, CA 94103

Dear Ms. Gibson:

On January 14, 2020, Mayor Breed submitted the following legislation:

File No. 200039

Ordinance amending the Planning Code and Zoning Map to establish the Potrero Power Station Special Use District, generally bounded by 22nd Street and the southern portion of the newly created Craig Lane to the north, the San Francisco Bay to the east, 23rd Street to the south, and Illinois Street to the west; and making findings under the California Environmental Quality Act, findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1, and findings of public necessity, convenience, and welfare under Planning Code, Section 302.

File No. 200040
Ordinance approving a Development Agreement between the City and County of San Francisco and California Barrel Company LLC, a California limited liability company, for the Potrero Power Station Mixed-Use Project at the approximately 29-acre site 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, in the southeast part of San Francisco, with various public benefits, including 30% affordable housing and approximately 6.9 acres of publicly-accessible parks and open space; making findings under the California Environmental Quality Act, findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b); making public trust findings in accordance with the approval of a ground lease of Port-owned land; approving specific development impact fees and waiving any conflicting provisions in Planning Code, Article 4, or Administrative Code, Article 10; confirming compliance with or waiving certain provisions of Administrative Code, Chapters 14B, 23, 56, 82, and 99, Planning Code, Sections 169 and 138.1, Public Works Code, Section 806(d), and Subdivision Code, Section 1348; and ratifying certain actions taken in connection therewith, as defined herein.

These legislation are being transmitted to you for environmental review.

Angela Calvillo, Clerk of the Board

By: Erica Major, Assistant Clerk
Land Use and Transportation Committee

Attachment

c: Joy Navarrete, Environmental Planning
Don Lewis, Environmental Planning

CEQA clearance under the Potrero Power Station Mixed-use Project Environmental Impact Report 2017-011878ENV, certified January 30, 2020.

2/28/2020 Joy Navarrete

SAN FRANCISCO
PLANNING DEPARTMENT

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

Reception:
415.558.6378

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415.558.6409

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Information:
415.558.6377

February 21, 2020

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

Re: **Transmittal Packet of Planning Department Case Number:**
2017-011878 ENV/GPA/PCA/MAP/DVA
Potrero Power Station Mixed-Use Project
BOS File Nos: 200039, 200040
Planning Commission Recommendation: ***Approval***

Dear Ms. Calvillo and Supervisor Walton,

On January 30, 2020 the San Francisco Planning Commission (hereinafter "Commission") conducted a duly noticed public hearing at a regularly scheduled meeting to consider the proposed General Plan Amendment Ordinance, Planning Code and Map Amendment Ordinance, and Development Agreement Ordinance for the Potrero Power Station Mixed-Use Project (the "Project"). This submittal packet includes the official transmittal of the Planning Commission's actions on these ordinances.

The proposed General Plan Amendments, Planning Code and Map Amendments, and Development Agreement were analyzed in the *Potrero Power Station Mixed-Use Project EIR* (the "EIR"). On January 30, 2020, the Commission certified the EIR with Motion No. 20635 and adopted CEQA findings with Motion No. 20636. The Draft EIR and the Response to Comments document on the Draft EIR are included as attachments to this transmittal.

Also included as an attachment to this transmittal for informational purposes is the Project Design for Development document (the "D4D"), which describes the Project's design standards and guidelines. The D4D was approved by the Commission on January 30, 2020, with Motion No. 20638.

At the January 30, 2020, hearing the Commission voted to recommend **approval** of the proposed General Plan Amendments, Planning Code and Map Amendments, and Development Agreement. Please find attached documents relating to the Commission's actions. The original redlined version of the ordinances not already introduced at the Board will be delivered to the Clerk's office following this transmittal. Please note that the Board has 90 days to act on General Plan Amendments once they have been received by the Clerk of the Board.

If you have any questions or require further information, please do not hesitate to contact me.

Sincerely,

Aaron D. Starr
Manager of Legislative Affairs

cc: Percy Burch, Aide to Supervisor Walton
Austin Yang, Deputy City Attorney
Erica Major, Office of the Clerk of the Board
Jon Lau, Office of Economic and Workforce Development
Joshua Switzky, Planning Department
John M. Francis, Planning Department

Attachments (one copy of the following):
Planning Commission Hearing Staff Executive Summary
Planning Commission Resolution No. 20637 regarding General Plan Amendments
Draft Ordinance for the General Plan Amendments
Planning Commission Resolution No. 20639 regarding Planning Code and Map Amendments
Draft Ordinance for the Planning Code and Map Amendments
Planning Commission Resolution No. 20640 regarding the Development Agreement
Draft Ordinance for the Development Agreement (Board File No: 180681)
Draft Development Agreement (includes Design for Development as Exhibit E)
Draft EIR
Response to Comments on the Draft EIR

SAN FRANCISCO
PLANNING DEPARTMENT

Executive Summary

HEARING DATE: JANUARY 30, 2020

1650 Mission St.
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Case No.:	2017-011878 GPA PCA MAP DEV CWP
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 – (415) 796-8945
Staff Contact:	John M. Francis – (415) 575-9147, john.francis@sfgov.org

SUMMARY

On January 30, 2020, the Planning Commission ("Commission") will consider a series of approval actions related to the proposed Potrero Power Station Mixed-Use Project ("Project"). The Commission has previously reviewed the Project as part of: 1) informational hearings on August 23, 2018, November 8, 2018, April 25, 2019, and September 5, 2019; and 2) the Draft Environmental Impact Report ("DEIR") on November 8, 2018. The Project has also been discussed at the Commission in the context of the Southern Bayfront Strategy in multiple informational hearings. The actions before the Commission on the Project include the following:

1. Certification of the Final Environmental Impact Report ("FEIR") prepared for the Project pursuant to the California Environmental Quality Act (Pub. Resources Code §§ 21,000 et seq., "CEQA"), the guidelines implementing CEQA (14 Cal. Code Regs. §§ 15,000 et seq., "CEQA Guidelines"), and the Chapter 31 of the City's Administrative Code;
2. Adoption of CEQA Findings, including a Mitigation and Monitoring Plan ("MMRP");
3. Recommendation to the Board of Supervisors to approve General Plan Amendments to amend the Central Waterfront Area Plan, the Commerce and Industry Element, the Urban Design Element, the Transportation Element, and the Recreation and Open Space Element, and the Land Use Index as further described below;
4. Adopt General Plan and Planning Code Section 101.1 Consistency Findings;
5. Recommendation to the Board of Supervisors to approve Zoning Map Amendments and Planning Code Text Amendments to reclassify the site and establish the Potrero Power Station Special Use District ("SUD");
6. Approval of the Design for Development ("D4D"); and
7. Approval of the Development Agreement ("DA").

PROJECT DESCRIPTION

The Potrero Power Station site is located on approximately 29 acres of land on 6 privately-owned parcels and includes approximately 2.75 acres of land owned by the City and County of San Francisco and the Port of San Francisco. Current uses on the site include a small office building occupied by the Project Sponsor, an electrical switchyard owned and operated by PG&E, and street rights of way or shoreline areas owned by the Port and City; the remainder of the site includes multiple vacant structures and unused infrastructure related to the site's previous use as a power station.

In 2011, the Potrero Power Plant ceased its power-generating operations subject to a Settlement Agreement ("Settlement Agreement") between then-owner Mirant Potrero LLC and the City. The Settlement Agreement provided Mirant or a future property owner the opportunity to work with the City and community on a redevelopment proposal for the site. In 2016, the Project Sponsor purchased the property from then-owner NRG Energy, and in 2017 began an extensive planning process with City agencies and the community to develop a master plan for the site.

The Project will be built in up to six phases and 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 square feet of entertainment/assembly uses, 50,000 square feet of community facilities, up to 2,686 off-street automobile parking spaces, and 6.9 acres of publicly accessible open space. The proposal includes three signature open space areas: the approximately 1.2-acre "Power Station Park," the approximately 0.6-acre "Stack Plaza," and an approximately 3-acre waterfront park that opens up over 1,000 linear feet of shoreline to the public for the first time in 150 years.

The Project is organized around the centrally located Power Station Park and extends the existing east/west street grid from Humboldt and 23rd Streets and the planned north/south street grid from the Pier 70 Project into the site to create a new street network. Land uses are interspersed by block throughout the site with no single use dominating one area. 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, bookending Power Station Park. A 250-room hotel would occupy Unit 3 while the exterior Station A walls would enclose the lower floors of a new commercial building. Humboldt Street will serve as the Project's primary neighborhood retail spine, with required ground floor retail uses clustered around the intersections with Maryland and Delaware Streets. Wrapped or subterranean parking would be an accessory use on all blocks and a district parking garage is proposed on one of three blocks on the western side of the site.

Heights of new buildings would range between 65 feet and 240 feet and would generally step down from the middle of the site toward both the east and west. Three towers with maximum building heights of 180 feet, 220 feet, and 240 feet are generally clustered around the intersection of Humboldt Street and Georgia Alley.

Power Station Park would include two U6 soccer/flexible recreation fields, a playground, and flexible plaza spaces. It is intended to be used as an active recreation area and neighborhood park for the Central Waterfront. Stack Plaza would be a large, flexibly-programmed civic gathering space featuring the site's

preserved Boiler Stack, an iconic symbol for the Central Waterfront and reminder of the site's long industrial history. A publicly accessible and reservable rooftop U10 soccer field will be located on the district parking garage.

The Project will also feature a linear shoreline park incorporating a new section of the Bay Trail with other plazas and green areas on either side for public use. These include:

- "The Point" at the southernmost end of the shoreline, which will include natural planted areas, picnic areas with tables and benches, outdoor grills, and discovery play features for children and adults;
- "Turbine Plaza," which will be partially enclosed in the Unit 3 complex and function as circulation to the shoreline, as an event space, and potentially as a space for the display of public art, and;
- "Humboldt Street Plaza," a pedestrian extension of Humboldt Street which will function as circulation to the shoreline and as a public gathering and event space.

Additional smaller spaces lining the east and west sides of the Bay Trail will offer seating, a flexible lawn, natural planting, outdoor dining, public art, and interpretive elements. A public recreational dock is also proposed. The shoreline park will connect seamlessly to the neighboring Pier 70 shoreline park to create a unified Central Waterfront shoreline open space system. All public open spaces in the Project—with the exception of the Point and some areas directly along the shoreline, which are owned by the Port—will be privately owned. All open spaces, including those on Port property, will be maintained by the site master association(s) and managed for public use and benefit in perpetuity according to rules and procedures established in the Development Agreement.

ENVIRONMENTAL REVIEW

On October 3, 2018, the Department published the Potrero Power Station Mixed-Use Project Draft Environmental Impact Report ("DEIR") for public review (Case No. 2017-011878ENV). The DEIR was available for public comment until November 19, 2018.

On November 8, 2018, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting to solicit comments regarding the DEIR.

On December 11, 2019, the Department published a Responses to Comments document, responding to comments made regarding the DEIR.

On January 30, 2020, the Commission will consider certification of the Final Environmental Impact Report ("FEIR") for the Project, and will determine if it is adequate, accurate and complete.

In addition, on January 30, 2020, the Commission must adopt the CEQA Findings for the FEIR, prior to the approval of the Project (See Case No. 2017-011878GPA PCA MAP DVA CWP).

PUBLIC COMMENT

The Project Sponsor has engaged in a robust community outreach program throughout the development and refinement of the Project design over the past several years. Community engagement included

roughly 170 community meetings, including public site tours, workshops and presentations, Project Sponsor office hours, presentations to the Eastern Neighborhoods Community Advisory Committee, the Potrero Boosters, the Dogpatch Neighborhood Association, SPUR, the Housing Action Coalition, the Port, the Historic Preservation Commission, and the Planning Commission.

Community voices have played an important role in shaping the design of the Project, particularly related to the height of buildings and the retention of Station A. Initial proposals for the Project site included height limits that would have permitted one 300 foot tower (north end of Block 15) and three 180 foot towers (Block 1, Block 5, and Block 7). However, some community members expressed concerns about the impact that buildings of this height would have on viewsheds from Potrero Hill. In response, the Project Sponsor reduced the number of proposed towers, reconfigured their location, and lowered the greatest permitted heights on the site from 300 feet to 240 feet. The current proposal includes heights of 240 feet on Block 7, 220 feet on Block 5, and 180 feet on Block 1. In order to maintain the overall development program—including the number of proposed housing units—while accommodating this change, height limits on Block 13 and the south end of Block 15 were increased.

Regarding Station A, the building's retention and adaptive reuse have been a goal of the Planning Department and Project Sponsor since the earliest stages of planning for the Project. However, its construction type (unreinforced masonry) and state of disrepair due to a lack of ongoing maintenance by previous property owners mean its retention is challenging for both technical and economic reasons. As such, Station A's status within the Project was uncertain as the Project Sponsor studied whether the structure could be physically incorporated into a modern building and whether Project financing could support it along with other important Project priorities. Throughout the planning and design process for the Project, community members from the Dogpatch and Potrero Hill neighborhoods strongly advocated for the retention of Station A in community meetings, at Planning Commission hearings, and at Historic Preservation Commission hearings. As a result of the ongoing dialogue between the City, the Project Sponsor, and members of the community, the existing Station A structure is proposed for retention and adaptive reuse and will become an iconic element within the Project.

In addition to the public participation noted above, the Planning Department received one comment letter from the public prior to the publication of this case report relating to the Planning Commission's scheduled Project approval actions on January 30, 2020. The letter, dated November 25, 2019, was sent by the SPUR Project Review Advisory Board. It endorses the Project noting the appropriateness of its location on an underutilized brownfield site adjacent to transit, its land use mix, its development density, and its design as a walkable neighborhood with ample open space and active ground floor uses.

PLANNING COMMISSION REQUIRED ACTIONS FOR THE PROJECT

As summarized above, the Commission must take several actions to approve the Project. These actions include:

Certification of the FEIR and adoption of CEQA Findings.

General Plan Consistency Findings

The Commission must adopt findings of General Plan consistency for all approval and implementation actions related to the project. These findings are included in the first approval action being considered by the Commission, which is consideration of the ordinance to amend the General Plan.

General Plan

The Project site is currently referenced in the General Plan as designated for industrial and PDR use with a height limit of 40-feet, and as such, the Project could not be constructed under the current provisions of the General Plan. However, existing policies in the Central Waterfront Area Plan as well as the Settlement Agreement anticipated redevelopment of the Project site to accommodate a wider range of uses upon conclusion of a community planning and design process. The proposed General Plan Amendments reflect the Project that emerged from the community process. The subject General Plan Amendments would: (1) amend Objective 1.1, Policy 1.1.8, Map 2, and Objective 5.1 of the Central Waterfront Area Plan to reflect the mixed-use vision for the subject site; (2) amend Urban Design Element Maps 4 and 5 by establishing maximum height and bulk limits consistent with the proposal; (3) amend Commerce and Industry Element Maps 1 and 2 by reclassifying generalized land uses and densities consistent with the proposal; (4) amend the Recreation and Open Space Element Map 3 by adding new publicly accessible open spaces of significant size (6.9 acres) proposed for the site; (5) amend the Transportation Element Map 11 by adding the Bay Trail Recreational Loop proposed for the site, and; (6) amend the Land Use Index to reflect amendments to the maps described above in the Urban Design, Commerce and Industry, Recreation and Open Space, and Transportation Elements.

Planning Code Map and Text Amendment – Potrero Power Station Special Use District (SUD)

On January 14, 2020, Supervisor Shamann Walton and Mayor London Breed initiated an ordinance that would amend the Planning Code to establish the Potrero Power Station SUD and make other conforming Code amendments.

The SUD will provide specific land use and development controls for the project site, which encompasses the subject property at 1201A Illinois Street, the public rights-of-way within the boundaries of the site and the associated open spaces. The Potrero Power Station SUD sets forth the zoning requirements for the site, including:

- Uses, including allowed uses per parcel and ground floor requirements;
- Building Standards, including Height and Bulk, Off-Street Parking, Bicycle Parking, Dwelling Unit Exposure, Open Space for Dwelling Units, Permitted Obstructions and Signage;
- Incorporation by reference of the Design for Development document, which contains additional standards and guidelines for development of the site

In addition, the SUD outlines the design review process for the Development Phases, Vertical Improvements and Minor/Major Modifications to Building Standards. The Design Review procedures include:

- Phase Approval: An overarching "Phase Application" will be submitted to the Department for approval in accordance with a Development Agreement ("DA"). The Phase approval would assure that the Master Developer is moving forward with infrastructure and community improvements at the same time as the development of the buildings (Vertical Improvements). The Phase approval is required before Planning can begin review on a specific Vertical Improvement.
- Design Review and Approval of Vertical Improvements and Privately-Owned Horizontal Improvements: Design review and applications for Vertical Improvements (new construction of a

building or any later expansion/major alteration or addition to a previously-approved building) and Privately-Owned Horizontal Improvements (e.g. Power Station Park, Stack Plaza, and other Project open spaces) will be submitted to Planning. Planning staff shall review these applications for consistency with the SUD and the D4D. The Planning Director shall have discretion over minor modifications (deviation of less than 10 percent from any dimensional or numerical standard in the SUD and the DSG), while the Planning Commission shall review and approve any major modification. Other than major modifications, the Planning Director would approve all Vertical Improvements and Privately-Owned Horizontal Improvements.

The SUD requires public meetings as an element of the design review process for buildings and Privately-Owned Community Improvements per the following: (1) For all buildings, Project Applicants must conduct a minimum of one pre-application public meeting at or near the Project site per the Planning Department's pre-application meeting procedures; (2) For buildings 200 feet or greater in height and for the rehabilitation and development of Station A on Block 15 and Unit 3 on Block 9, the Planning Director shall refer the Design Review Application to the Planning Commission for an informational hearing; and (3) For any parks or open space within the Power Station park system, Project Applicants must conduct a minimum of two community meetings at or near the Project site per the Planning Department's pre-application meeting procedures. Additional meetings related to the parks and open space design may be required at the discretion of the Planning Director.

Zoning Map Amendments

The same ordinance introduced on January 14, 2020, by Supervisor Shamann Walton and Mayor London Breed would also amend the Zoning Map and Height and Bulk District Map for the project site. As indicated above, the Site would be included within the new Potrero Power Station SUD, which would rezone the land currently zoned M-2 (Heavy Industrial) to PPS-MUD (Potrero Power Station Mixed-Use District) and P (Public) to reflect the intended mixed-use character of the site. The rezoning would also include rezoning portions of land under Port of San Francisco jurisdiction that are planned for open spaces uses from and PDR-1-G (Production, Distribution & Repair-1-General) to P (Public), which is the appropriate zoning designation for public park land. This rezoning also includes re-designating the height and bulk district within the SUD from 40-X and 65-X to 65/240-PPS.

The site is currently within the 40-X and 65-X Height and Bulk designations. It would be rezoned to a 65/240-PPS Height and Bulk District, which would, in turn, refer to the Potrero Power Station SUD for fine-grained height regulations.

Design for Development Document (D4D)

The D4D articulates a vision and goals for the character of the overall project, and provides specificity on aspects of land use, building frontage, historic preservation, open space, streets and streetscapes, parking and loading, buildings, lighting, and signage. The scope of the D4D is expansive and includes regulatory standards, supplementing the controls in the SUD, as well as guidelines for each topic area. The following is a summary of the main chapters of the D4D:

- *Land Use:* Allowable land uses on the site are designated by development block. Primarily residential blocks are distributed among primarily commercial blocks throughout the Project site in order to create a mixed-use environment and ensure that all areas of the site are active

throughout the day and into the evening. Certain ground floor land uses, such as retail, PDR, and other active uses, would also be required in some locations, particularly along the waterfront, Humboldt Street (which is envisioned as the site's main retail street), and 23rd Street (which is envisioned as a PDR-focused street).

- *Open Space Network:* The Project will create approximately 6.9 acres of new public open space including the Power Station Park, Stack Plaza, Waterfront Park, and several smaller plazas and pathways throughout the Project site. All open spaces in the Project—with the exception of the Point and some areas directly along the shoreline, which are owned by the Port—will be privately owned and publicly accessible. The D4D establishes minimum dimensions, amenities and general layout along with intentions for design and use of the space.
- *Streets and Streetscapes:* The Project will establish a new, multi-modal street network, which will connect the project site to Pier 70, the Dogpatch neighborhood, and the City at large. Streets will be designed in compliance with the D4D and Infrastructure Master Plan, both of which are adopted along with the DA.
- *Parking and Loading:* The SUD and D4D allow for the construction of a maximum of 2,622 parking spaces in a district parking structure and/or in below grade or fully wrapped parking structures. The parking is proposed to be provided in shared structures that will also provide public parking for commercial and retail uses on the site as well as the new open space resources.
- *Buildings:* The Project establishes standards and guidelines for massing and architecture, streetwall, building base and ground floor, facades and materiality, projections, roofs, residential building elements and open space, garages and service entry design, historic district compatibility, and sustainability. The D4D emphasizes design considerations for pedestrians by including robust requirements for activation, modulation, and scaling building frontages with respect to the scale and function of the adjacent street or open space.

In general, the Project's land uses and conceptual design are specifically established in the D4D. However, special circumstances require flexibility and/or the possibility of alternative development scenarios related to the following Project elements, which are all illustrated in the D4D:

- *PG&E Sub-Area*: PG&E owns and operates important power distribution switchyards just west of the Project site both north and south of Humboldt Street. PG&E has studied and is pursuing the option of consolidating the north and south switchyards such that they occupy a smaller footprint on its property south of Humboldt Street. As such, with permission from PG&E, the Project Sponsor included the area north of Humboldt— known as the PG&E Sub-Area and encompassing all of Project Block 13 and a portion of Project Block 1—in the Project master plan documents, entitlement, and EIR. However, in the scenario that PG&E does not consolidate its switchyard facilities and its property is not conveyed to the Project Sponsor or does not otherwise become party to the DA, the D4D provides a Project scenario that does not include the PG&E Sub-Area. The No-PG&E scenario differs from the proposed Project in that it contains approximately 500 fewer housing units, a reduction of approximately 20,000 sq ft of PDR space, and would not include Georgia Street or the segment of Humboldt Street between Georgia Lane and Illinois Street. The SUD zoning controls do not become operative for the PG&E Sub-Area until a Notice of Joinder to the Development Agreement is approved by the Board of Supervisors or until the PG&E Sub-Area, or any portion thereof, is conveyed to Developer.

- *District Parking Structure*: The Project permits, but does not require, a district parking structure to be constructed. The preferred location for the parking structure is on Block 5 due to its location adjacent to the existing PG&E southern switchyards, which will remain indefinitely in their current location. However, the D4D permits alternative locations of a district garage on Blocks 1 or 13 should PG&E's proposed switchyard consolidation require the use of land on either Block 5 or Block 13.
- *Station A*: The existing Station A structure on Block 15 is an important character-defining element of the base Project and its retention as part of an adaptive reuse effort is a high priority for the Project. However, as an unreinforced masonry building, it is prone to collapse in an earthquake. Should 70% or more of the existing Station A structure be severely damaged by an earthquake or other natural disaster—and thus unsalvageable—prior to construction of an adaptive reuse project for the structure, Block 15 may be constructed with a new commercial building. The D4D includes detailed design Standards, Guidelines, and Considerations for Block 15 to ensure a high caliber of design whether or not Station A is retained.
- *Unit 3*: Along with Station A, the existing Unit 3 structure on Block 9 is an important link to the Project site's industrial past and its retention for adaptive reuse as a hotel is included, although not required, in the proposed Project. Should the retention of Unit 3 as part of the Project prove infeasible, the D4D describes an alternative development scenario for Block 9 that includes a hotel and/or residential building with a smaller footprint than the scenario that retains Unit 3. This scenario without Unit 3 would result in an expanded Stack Plaza open space that would allow for uninterrupted views to the Bay from the Project's other main open space, Power Station Park.

<u>Development Agreement (DA)</u>

The Development Agreement (DA) is a contract between the City and the developer (California Barrel Company) that vests to the Developer master entitlement to construct the project in exchange for public benefit obligations of the developer above and beyond those provided by typical code-compliant projects. The DA "runs with the land" for a period of 30 years (i.e. transfers to any new parties, in case that California Barrel Company sells all or part of the land, including future HOAs). Among other things, the DA gives the master developer the right to develop the Project in phases in accordance with the DA, requires certain public benefits, describes the application of existing and future City laws, and establishes fees and exactions. Key provisions of the DA include:

- *Open Space:* Creation or improvement of approximately 6.9 acres of public open space, including the Power Station Park, Stack Plaza, Waterfront Park, and several smaller plazas and bicycle and pedestrian pathways throughout the Project site. The Project will also include a publicly accessible soccer field either on the roof of the district parking garage or another location (if no parking garage is built). All open spaces will be maintained in perpetuity by the Project.
- *Affordable Housing:* The Project will create a significant amount of affordable housing units. The affordable housing plan will facilitate development of 30% of all residential units built within the project site as below market rate units, inclusionary units, or in lieu fee units. A maximum of 258 affordable housing units (33% of total affordable units) may be constructed off-site through the payment of in lieu fees and such units must be located in Supervisor District 10. Inclusionary Rental Units will be restricted, on average, to a Housing Cost that is affordable to Households earning not more than 72% of Area Median Income ("AMI"). Inclusionary For-Sale Units will be

restricted, on average, to a Housing Cost that is affordable to Households earning not more than 99% of AMI.

- *Sustainability and Sea Level Rise Protection:* The Project will implement sustainability measures to enhance livability, health and wellness, mobility and connectivity, climate protection, resource efficiency, and ecosystem stewardship and provide funding sources through the formation of a Community Facilities (Special Tax) District that the City will use to implement protections along the Central Waterfront shoreline from future sea level rise.
- *Transportation:* In addition to constructing a new multi-modal street network connecting to the Dogpatch and Pier 70, the Project will provide a new bus stop and layover facilities for the proposed extension of the MUNI 55 bus service though the Pier 70 and Potrero Power Station sites, as well as shuttle service supplementing MUNI service and connecting the site to the BART system. Additionally, the Project will contribute approximately $65 million in Transportation Sustainability Fees to a variety of purposes within the neighborhood and larger transportation system. The Project includes a robust Transportation Demand Management program with a requirement to reduce single occupancy vehicle trips by 11% from baseline metrics. This requirement was identified as part of the environmental review process.
- *Jobs & Workforce Development Program:* The DA includes a robust Workforce Agreement, which guarantees a significant financial contribution ($1M) to training programs aimed at both construction and end-user employment opportunities onsite. As many future tenants in buildings within this Project will be life science and/or tech related, the development will provide unique opportunities for local employment in the fields of STEM. The DA also memorializes programmatic partnerships with future STEM employers to support job fairs, ongoing networking, technology-related career readiness, and curriculum development for further training efforts. The project will also comply with First Source Programs for construction and operational activities, as well as a Local Business Enterprise Utilization Plan.
- *Community Facilities:* The Project will include the construction of an on-site community recreation center of at least 25,000 gross square feet in size provided rent free to a community facility operator along with funding for tenant improvements. Additionally, the Project will provide funding or space to the San Francisco Public Library for a library to be located on the Project site or within ¾ mile from the Project site.
- *Childcare Facilities:* The Project will construct two childcare facilities on site totaling not less than 6,000 gross square feet in size each. These facilities will be available for lease to a licensed nonprofit operator without charge for rent, utilities, property taxes, building services, or repairs, with minimum terms of four years. After this initial term, they will be available to a licensed nonprofit operator for an additional period of four years, at a cost not to exceed actual operating and tenant improvement costs reasonably allocated to similar facilities in similar buildings.
- *Historic Preservation:* The Project will retain and adaptively reuse Station A and the Unit 3 Boiler Stack, two contributing structures in the Third Street Industrial District. The Boiler Stack will be rehabilitated to the Secretary of the Interior's Standards for Historic Rehabilitation.

In conjunction with the Development Agreement, other City agencies retain a role in reviewing and issuing later approvals for the Project (for example, subdivision of the site and construction of infrastructure and other public facilities), as memorialized in the DA and other implementing documents.

It is also proposed as part of approval of the DA that the City will consent to waive or modify certain procedures and requirements under existing Codes in consideration of alternative provisions in the DA.

ISSUES AND OTHER CONSIDERATIONS

- *Southern Bayfront Strategy*. The Potrero Power Station Mixed-Use Project is a Southern Bayfront Strategy project. The Southern Bayfront Strategy is a framework the City has used to negotiate several large-scale master development sites that are being developed under development agreements. Staff has concluded that the DA negotiated with the Project Sponsor meets the goals of the Southern Bayfront Strategy to deliver community benefits that contribute to a high quality waterfront, community facilities, and affordable housing particularly suited for the Central Waterfront context.
- *SB 330 compliance – M-zone clean-up*. The subject rezoning to create the PPS SUD, which allows housing as a principally permitted use on the majority of blocks within the district, and to increase height limits up to 240 feet constitutes a substantial increase of zoned housing capacity in the southeast quadrant of the City. This upzoning would create capacity for approximately 2,600 units, estimated at approximately 1,900 units above the zoned capacity for housing under the existing M-1 and PDR zoning with a 40-foot height limit (noting that housing is not principally permitted in the M district and only allowed through discretionary action as a Conditional Use). Concurrent with this upzoning of M-zoned parcels to increase housing capacity at the Potrero Power Station site, the City is considering other zoning changes in the industrial portions of the southeastern sector of the city to convert approximately 215 of the remaining M-zoned parcels to PDR zoning in order to protect the City's remaining industrial areas for industrial uses in some cases and others to P zoning to reflect the underlying existing public ownership and public use. The M zone is an antiquated industrial district that has been mostly been phased out of the City, other than on Port-owned properties, by rezoning industrial properties to PDR districts. All of these parcels currently zoned M are adjacent to and contiguous with industrial PDR districts, and includes various parcels in the Central Waterfront and Bayview area, including the Bayview Industrial Triangle, whose Redevelopment Plan is set to expire in June 2020. As noted, housing is not principally permitted on these M parcels, it is conditionally permitted on approximately 171 of the parcels. (Approximately 45 of these parcels are currently subject to the Bayview Industrial Triangle Redevelopment Plan, which does not permit housing on 44 of the subject parcels.) Approximately three-quarters of these 171 parcels are undevelopable for housing in any event due to a variety of factors, including: their active use as public freeway, roadway, and rail rights-of-way; their active use as critical publicly- and privately owned infrastructure (eg wastewater treatment plant, city dump/transfer station); their siting and dimensions rendering them undevelopable for housing (eg lacking street access and landlocked by surrounding PDR-zoned parcels). The theoretical maximum housing capacity of all those of the 171 parcels not encumbered by infrastructure and other confounding factors, if they were approved under Conditional Use at their maximum allowable density, is less than 1,000 units. The City is also concurrently proceeding with other substantial upzonings in 2020, including the Market Octavia Plan "Hub" area, Balboa Reservoir, and others, collectively representing several thousands of housing units of increased zoned capacity.

REQUIRED COMMISSION ACTION

In order for the Project to proceed, the Commission must:

1) Certify the FEIR pursuant to the CEQA;
2) Adopt CEQA Findings, including a statement of overriding considerations and a "MMRP";
3) Recommend that the Board of Supervisors approve the ordinance amending the General Plan including amendments to the Central Waterfront Area Plan, the Urban Design Element, the Commerce and Industry Element, the Transportation Element, the Recreation and Open Space Element, and the Land Use Index of the General Plan, and adopt General Plan consistency and Planning Code Section 101.1 Consistency and Implementation finds for the Project as a whole;
4) Recommend that the Board of Supervisors approve the ordinance amending the Planning Code to establish the Potrero Power Station Special Use District, and amend the associated Zoning Maps;
5) Adopt the proposed the Potrero Power Station Design for Development document; and
6) Recommend that the Board of Supervisors approve the Development Agreement (DA) for the Project.

BASIS FOR RECOMMENDATION

- The Project will add a substantial number of housing units, including affordable housing units in an underutilized site along the bay waterfront while improving and maintaining substantial waterfront acreage to augment the public open space system in an area lacking in such amenities and waterfront access.
- The site is currently underutilized, and the addition of new ground-floor retail spaces, new streets and public amenities, and publicly-accessibly open spaces will enliven the streetscape and will provide new access to the waterfront.
- The Design for Development document will provide specific guidance for the character of the overall Project, resulting in high-quality architecture, extensive streetscape and public realm improvements, and abundant publicly-accessible open space.
- The Development Agreement will provide substantial public benefits in areas including affordable housing, funding for transportation improvements, workforce development, and historic preservation, among other benefits.
- The Project is, on balance, consistent with the Goals, Policies, and Objectives of the General Plan.

RECOMMENDATION: Recommend to the Board of Supervisors approval of the General Plan Amendments, Planning Code Text and Map Amendments, the DA (to be scheduled April 14, 2020), and adoption of approval of the D4D.

Attachments:

CEQA Materials

Draft FEIR Certification Motion
DEIR Response to Comments (electronic only)
CEQA Findings and Draft Adoption Motion
Development Feasibility Analysis of Historic Preservation Alternatives
Peer Review of Development Feasibility Analysis of Historic Preservation Alternatives

General Plan Amendments

Draft Resolution
Draft Ordinance
Exhibit: General Plan Maps with notated proposed changes

Planning Code Text and Map Amendments

Draft Resolution
Draft Ordinance

Development Agreement

Draft DA Resolution
Draft Ordinance
Draft Design for Development Motion
Project Sponsor Letter
Draft Development Agreement
Draft Development Agreement Exhibits including:

- Design for Development
- Infrastructure Master Plan
- Transportation Demand Management Plan

Redevelopment Fiscal Impact Analysis

Public Comment Letters

SPUR Project Review Advisory Board

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Planning Commission Resolution No. 20637

HEARING DATE: JANUARY 30, 2020

Case No.:	2017-011878GPA
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-MUD)
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 – (415) 796-8945
Staff Contact:	John M. Francis – (415) 575-9147, john.francis@sfgov.org

RESOLUTION RECOMMENDING THAT THE BOARD OF SUPERVISORS APPROVE AMENDMENTS TO THE CENTRAL WATERFRONT AREA PLAN, THE URBAN DESIGN ELEMENT, THE COMMERCE AND INDUSTRY ELEMENT, THE TRANSPORTATION ELEMENT, THE RECREATION AND OPEN SPACE ELEMENT, AND THE LAND USE INDEX OF THE GENERAL PLAN IN RELATION TO THE REDEVELOPMENT OF THE FORMER POTRERO POWER STATION AND MAKING FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND PLANNING CODE SECTION 101.1, AND ADOPTING FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND PLANNING CODE 340.

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

WHEREAS, the General Plan consists of goals, policies and programs for the future physical development of the City and County of San Francisco that take into consideration social, economic and environmental factors; and

WHEREAS, the General Plan shall be periodically amended in response to changing physical, social, economic, environmental or legislative conditions; and

WHEREAS, Planning Code Section 340 provides that an amendment to the General Plan may be initiated by the Planning Commission upon an application by one or more property owners, residents or commercial lessees, or their authorized agents; and

WHEREAS, in 2011, the Potrero Power Plant ceased its power-generating operations subject to a Settlement Agreement ("Settlement Agreement") between then-owner Mirant Potrero LLC ("Mirant")

and the City. The Settlement Agreement provided Mirant or a future property owner the opportunity to work with the City and community on a redevelopment proposal for the site. In 2016, the California Barrel Company ("Project Sponsor") purchased the property from then-owner NRG Energy, and in 2017 began an extensive planning process with City agencies and the community to develop a master plan for the site that would implement the Potrero Power Station Mixed-Use Project ("Project"); and

WHEREAS, the site is currently referenced in the General Plan as designated for industrial and PDR use with a height limit of 40 feet, and as such, the Project could not be constructed under the current provisions of the General Plan. However, existing policies in the Central Waterfront Area Plan as well as the Settlement Agreement anticipated redevelopment of the Project site to accommodate a wider range of uses; and

WHEREAS, the Project site is located on roughly 29 acres of land at 1201A Illinois Street immediately south of Pier 70 and encompasses property currently owned by the Project Sponsor, PG&E, the Port of San Francisco, and the City and County of San Francisco. 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 square feet of entertainment/assembly uses, 50,000 square feet 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 Sponsor is proposing development of the Project and has submitted an application to the San Francisco Planning Department ("Department") for Environmental Review. The Project approvals include (1) General Plan Amendments, (2) Planning Code Text and Map Amendments, (3) the adoption of a Design for Development ("D4D") document to facilitate implementation, and (4) a Development Agreement ("DA") between the Project Sponsor and the City and County of San Francisco; and

WHEREAS, to implement the project, the Board of Supervisors must approve legislation amending the Planning Code (Planning Code Text and Planning Code Map amendments) by rezoning the underlying portions of the site from M-2 (Heavy Industrial) and PDR-1-G (Production, Distribution & Repair-1-General) to PPS-MUD (Potrero Power Station Mixed-Use District) and P (Public), rezoning the height district from 40-X and 65-X to 65/240-PPS, and establishing the Potrero Power Station Special Use District ("SUD") across the 1201A Illinois Street site; and

WHEREAS, on September 5, 2019, the Planning Commission passed Resolution 20511, which demonstrated the Commission's intent to amend the General Plan, and included by reference, the proposed General Plan Amendment necessary to implement the Project.

WHEREAS, the proposed General Plan Amendments contained in a draft ordinance attached hereto as Exhibit A would (1) amend Objective 1.1, Policy 1.1.8, Map 2, and Objective 5.1 of the Central Waterfront

Area Plan to reflect the mixed-use vision for the subject site; (2) amend Urban Design Element Maps 4 and 5 by establishing maximum height and bulk limits consistent with the proposal; (3) amend Commerce and Industry Element Maps 1 and 2 by reclassifying generalized land uses and densities consistent with the proposal, and Objective 4 to improve the equitable distribution of infrastructure; (4) amend the Recreation and Open Space Element Map 3 by adding new publicly accessible open spaces of significant size (6.9 acres) proposed for the site; (5) amend the Transportation Element Map 11 by adding the Bay Trail Recreational Loop proposed for the site, and; (6) amend the Land Use Index to reflect amendments to the maps described above in the Urban Design, Commerce and Industry, Recreation and Open Space, and Transportation Elements; 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, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting on the proposed General Plan Amendments and has considered the information included in the File for these Amendments, the staff reports and presentations, public testimony and written comments, as well as the information provided about the Project from other City departments.

NOW THEREFORE BE IT RESOLVED, that the Planning Commission hereby finds that the General Plan Amendments promote the public welfare, convenience and necessity for the following reasons:

1. The General Plan Amendments would help implement the Potrero Power Station Mixed-Use Project development by making available currently under-utilized land for needed housing, commercial space, parks and open space, community facilities, and other related uses.
2. The General Plan Amendments would help implement the Project, which, in turn, would provide employment opportunities for local residents during construction and post-occupancy.
3. The General Plan Amendments would help implement the Project by enabling the creation of a mixed-use and sustainable neighborhood with new infrastructure. The new neighborhood would improve the site's connectivity to and integration with the surrounding City fabric and connect existing neighborhoods to the Central Waterfront.
4. The General Plan Amendments would enable the construction of a new vibrant, safe, and connected neighborhood with active streets and open spaces, high quality and well-designed buildings, and thoughtful relationships between buildings and the public realm, including the waterfront.
5. The General Plan Amendments would enable construction of new housing, including new on-site affordable housing, a wide mix of waterfront recreational opportunities, and other related uses,

including commercial uses. These new uses would strengthen and complement nearby neighborhoods.

AND BE IT FURTHER RESOLVED, that the Planning Commission finds these General Plan Amendments are in general conformity with the General Plan, and that the Project and its approvals associated therein, all as more particularly described in Exhibit E to the Development Agreement on file with the Planning Department in Case No. 2017-011878DVA, are each on balance consistent with the General Plan, as it is proposed to be amended. These General Plan Findings are for the entirety of the Project and all related approval actions that, in addition to the General Plan Amendments, include but are not limited to Planning Code Text and Zoning Map Amendments, DA approval, D4D approval, and other subsequent approvals that are consistent with and further the Project.

HOUSING ELEMENT

OBJECTIVE 1
IDENTIFY AND MAKE AVAILABLE FOR DEVELOPMENT ADEQUATE SITES TO MEET THE CITY'S HOUSING NEEDS, ESPECIALLY PERMANENTLY AFFORDABLE HOUSING.

POLICY 1.1
Plan for the full range of housing needs in the City and County of San Francisco, especially affordable housing.

POLICY 1.8
Promote mixed use development, and include housing, particularly permanently affordable housing, in new commercial, institutional or other single use development projects.

POLICY 1.10
Support new housing projects, especially affordable housing, where households can easily rely on public transportation, walking and bicycling for the majority of daily trips.

The Project is a mixed-use development within walking distance of multiple high-frequency transit lines, including the T-Third light rail line and 22nd Street Caltrain Station with up to 2,601 dwelling units at full project build-out. The Project will include a wide range of housing options. As detailed in the Development Agreement, the Project exceeds the generally prevailing citywide affordable housing requirements of the Planning Code, by reaching a 30% affordability level.

OBJECTIVE 4
FOSTER A HOUSING STOCK THAT MEETS THE NEEDS OF ALL RESIDENTS ACROSS LIFECYCLES.

POLICY 4.2
Provide a range of housing options for residents with special needs for housing support and services.
As described in the Development Agreement, the Project will provide preference to the Homeless Prenatal Program for up to 36 Inclusionary Units over all phases of the project build-out.

OBJECTIVE 11
SUPPORT AND RESPECT THE DIVERSE AND DISTINCT CHARACTER OF SAN FRANCISCO'S NEIGHBORHOODS.

POLICY 11.1
Promote the construction and rehabilitation of well-designed housing that emphasizes beauty, flexibility, and innovative design, and respects existing neighborhood character.

POLICY 11.7
Respect San Francisco's historic fabric, by preserving landmark buildings and ensuring consistency with historic districts.

The Project, as described in the Development Agreement and the D4D, includes a program of development accompanied by substantial community benefits designed to revitalize an underutilized industrial site and complement the surrounding neighborhood with a mix of housing, commercial and open space uses. The Project includes the retention and adaptive reuse of two contributing buildings within the Third Street Industrial District, Station A and the Unit 3 Stack, and potentially the retention and adaptive reuse of a third, the Unit 3 Boiler. Additionally, the D4D includes standards and guidelines that ensure the design of new buildings on the site are consistent with the character of the Third Street Industrial District.

OBJECTIVE 12
BALANCE HOUSING GROWTH WITH ADEQUATE INFRASTRUCTURE THAT SERVES THE CITY'S GROWING POPULATION.

POLICY 12.1
Encourage new housing that relies on transit use and environmentally sustainable patterns of movement.

POLICY 12.2
Consider the proximity of quality of life elements, such as open space, childcare, and neighborhood services, when developing new housing units.

POLICY 12.3
Ensure new housing is sustainably supported by the City's public infrastructure systems.
OBJECTIVE 13

PRIORITIZE SUSTAINABLE DEVELOPMENT IN PLANNING FOR AND CONSTRUCTING NEW HOUSING.

POLICY 13.1
Support "smart" regional growth that locates new housing close to jobs and transit.

POLICY 13.3
Promote sustainable land use patterns that integrate housing with transportation in order to increase transit, pedestrian, and bicycle mode share.

The Project appropriately balances the construction of new housing and commercial uses with new and improved infrastructure and related public benefits in a sustainable manner. For example, the Project will:

- Host the eastern terminal stop for the new 55 Muni bus line, thereby bringing a high frequency transit line directly onto the Project site for use by residents, workers, and visitors.
- Implement a Transportation Demand Management (TDM) Program to incentive the use of transit, walking, and bicycling as alternatives to the private automobile. This includes the provision of a free shuttle connecting Project residents, workers, and visitors to the 22nd Street Caltrain Station and the 16th Street BART Station.
- Construct a new grid of streets that connects the site to Pier 70, the Dogpatch neighborhood, and additional high frequency transit lines off-site like the T Third Muni and prioritizes safe and comfortable bicycle and pedestrian access.
- Construct and maintain nearly seven acres of new waterfront and upland open space for a variety of active and passive recreational activities.
- Make substantial additional quality-of-life contributions to the Central Waterfront District including space for an indoor recreational center, childcare, and a potential library.

<u>COMMERCE AND INDUSTRY ELEMENT</u>

OBJECTIVE 3
PROVIDE EXPANDED EMPLOYMENT OPPORTUNITIES FOR CITY RESIDENTS, PARTICULARLY THE UNEMPLOYED AND ECONOMICALLY DISADVANTAGED.

POLICY 3.2
Promote measures designed to increase the number of San Francisco jobs held by San Francisco residents.

The Project would help meet the job creation goals established in the City's Economic Development Strategy by generating new employment opportunities and stimulating job creation across all sectors. The Project will provide expanded employment opportunities for City residents at all employment levels, both during and after construction. The Development Agreement, as part of the extensive community benefit programs, includes focused workforce first source hiring—both construction and end-user—as well as a local business enterprise component.

OBJECTIVE 5
REALIZE SAN FRANCISCO'S FULL MARITIME POTENTIAL.

POLICY 5.1
Encourage maritime activity which complements visitor activity and resident recreation.

POLICY 5.11
Pursue permitted non-maritime development on port properties.

The Project includes a proposed dock that could host small watercraft and function as a stop on a future water taxi service. Port properties within the Project site will be developed as open spaces that provide San Franciscans with enhanced opportunities to connect to and enjoy San Francisco Bay.

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

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

The Project will construct over 100,000 square feet of retail use concentrated on Humboldt Street, the waterfront, and on certain key corners throughout the site, which will serve the daily needs of residents, employees, and visitors of the site and of the surrounding community. As described in the DA, the Project will make good faith efforts to tenant a portion of its retail space with a full-service grocer.

<u>TRANSPORTATION ELEMENT</u>

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

POLICY 1.3
Give priority to public transit and other alternatives to the private automobile as the means of meeting San Francisco's transportation needs, particularly those of commuters.

The Project will host the eastern terminal stop for the new 55 Muni bus line, thereby bringing a high frequency transit line directly onto the Project site for use by residents, workers, and visitors, as well as a shuttle between the Project site and 16th Street BART station. The Project is also a short walk to the T Third Muni line, which offers high frequency service and connections to Downtown, the Bayview, and other City and regional destinations.

OBJECTIVE 2
USE THE TRANSPORTATION SYSTEM AS A MEANS FOR GUIDING DEVELOPMENT AND IMPROVING THE ENVIRONMENT.

POLICY 2.1
Use rapid transit and other transportation improvements in the city and region as the catalyst for desirable development, and coordinate new facilities with public and private development.

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

The Project is located on underutilized land and will contribute to the creation of new local transportation services. Specifically, the Project will host the eastern terminal stop and Muni operator restroom facility for the new 55 Muni bus line, thereby bringing a high frequency transit line directly onto the Project site for use by residents, workers, and visitors. Additionally, the Project will contribute to the transit service by providing new intersection signals and pedestrian crosswalks on Illinois Street and a shuttle service for those living, working, and visiting the Project running from the site to the 22nd Street Caltrain Station and the 16th Street BART station. Shuttle service would be offered until such transit service is available.

The Project includes a detailed TDM program, including various performance measures, physical improvements and monitoring and enforcement measures designed to create incentives for transit and other alternative to the single occupancy vehicle for both residential and commercial buildings. In addition, the Project's design, including its streetscape elements, is intended to promote and enhance walking and bicycling. The Project features parking-protected bike lanes on 23rd Street, dedicated lanes on 23rd and Maryland Streets, and a new section of the Bay Trail along the waterfront.

OBJECTIVE 8
MAINTAIN AND ENHANCE REGIONAL PEDESTRIAN, HIKING AND BIKING ACCESS TO THE COAST, THE BAY AND RIDGE TRAILS.

POLICY 8.1
Ensure that the Coast Trail, the Bay Trail and the Ridge Trail remain uninterrupted and unobstructed where they pass through San Francisco.

The Project will construct a key section of the Bay Trail in the Central Waterfront, therefore helping to knit together the currently fragmented segments of the regional trail amenity within San Francisco.

OBJECTIVE 14
DEVELOP AND IMPLEMENT A PLAN FOR OPERATIONAL CHANGES AND LAND USE POLICIES THAT WILL MAINTAIN MOBILITY AND SAFETY DESPITE A RISE IN TRAVEL DEMAND THAT COULD OTHERWISE RESULT IN SYSTEM CAPACITY DEFICIENCIES.

POLICY 14.4
Reduce congestion by encouraging alternatives to the single occupant auto through the reservation of right-of-way and enhancement of other facilities dedicated to multiple modes of transportation.

POLICY 14.8
Implement land use controls that will support a sustainable mode split and encourage development that limits the intensification of automobile use.

The Project will include a network of streets that are designed with robust bicycle, pedestrian, and transit infrastructure to encourage residents, employees, and visitors of the site to use modes of transportation other than the automobile. The mixed-use nature of the Project will also support an environment of reduced automobile use by ensuring jobs, homes, retail, open space, and community uses are all in close proximity to each other.

OBJECTIVE 16
DEVELOP AND IMPLEMENT PROGRAMS THAT WILL EFFICIENTLY MANAGE THE SUPPLY OF PARKING AT EMPLOYMENT CENTERS THROUGHOUT THE CITY SO AS TO DISCOURAGE SINGLE-OCCUPANT RIDERSHIP AND ENCOURAGE RIDESHARING, TRANSIT AND OTHER ALTERNATIVES TO THE SINGLE-OCCUPANT AUTOMOBILE.

POLICY 16.1
Reduce parking demand through the provision of comprehensive information that encourages the use of alternative modes of transportation.

POLICY 16.6
Encourage alternatives to the private automobile by locating public transit access and ride-share vehicle and bicycle parking at more close-in and convenient locations on-site, and by locating parking facilities for single-occupant vehicles more remotely.

The Project's land use controls, which do not require any parking, would limit off-street auto parking to a maximum one space for every 1,500 square feet of commercial use and 0.6 spaces per residential unit, thereby encouraging use of transit, cycling and other means of travel. The Project would meet generally prevailing citywide standards for bicycle and car share parking and amenities.

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

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

As described in the D4D, the Project will construct a network of multi-modal neighborhood streets to complement adjacent uses. Given the local character of the streets, they are designed to include multiple traffic calming strategies including raised crosswalks, narrow travel lanes, street parking, among others, to discourage high traffic speeds.

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

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

POLICY 23.2
Widen sidewalks where intensive commercial, recreational, or institutional activity is present, sidewalks are congested, where sidewalks are less than adequately wide to provide appropriate pedestrian amenities, or where residential densities are high.

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

The Project will establish a new street and open space network and provide pedestrian improvements and streetscape enhancement measures as described in the D4D document and reflected in the MMRP and Transportation Plan in the Development Agreement. All project sidewalks will be designed to provide ample space for pedestrians and streets will provide safe pedestrian crossings. Project open spaces will provide additional pedestrian access through the Project site. Each of the new streets will include sidewalk and streetscape improvements consistent with the Better Streets Plan.

OBJECTIVE 24
IMPROVE THE AMBIANCE OF THE PEDESTRIAN ENVIRONMENT.

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

As described in the D4D, the Project will include a robust tree planting program along nearly all development blocks utilizing a tree palette that includes native and climate-adaptive species.

<u>URBAN DESIGN ELEMENT</u>

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

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

The Project will extend the existing street pattern from the Dogpatch and the planned street pattern from the Pier 70 development, while also adding streets to reduce block sizes and enhance connectivity throughout the site. As described in the D4D, street types on the Project site (and their associated dimensions) generally conform to those described in the Better Streets Plan. The D4D also establishes streetwall heights that are intended to provide a consistent sense of enclosure that complements the nature and character of adjacent streets and adjacent open spaces.

OBJECTIVE 2
CONSERVATION OF RESOURCES WHICH PROVIDE A SENSE OF NATURE, CONTINUITY WITH THE PAST, AND FREEDOM FROM OVERCROWDING.

POLICY 2.4
Preserve notable landmarks and areas of historic, architectural or aesthetic value, and promote the preservation of other buildings and features that provide continuity with past development.

The Project includes the retention and adaptive reuse of two contributing buildings within the Third Street Industrial District, Station A and the Unit 3 Stack, and potentially the preservation of a third, the Unit 3 Boiler. Additionally, the D4D includes standards and guidelines that ensure the design of new buildings on the site are consistent with the character of the Third Street Industrial District.

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

POLICY 3.6
Relate the bulk of buildings to the prevailing scale of development to avoid an overwhelming or dominating appearance in new construction.

The Project's Design for Development document includes an extensive set of height and bulk standards that will help ensure that new development on the Project site complements adjacent development and the Dogpatch neighborhood overall. For example, upper story setbacks above the building podium will be required on almost every block on the Project site, creating streetwalls ranging from 50 to 90 feet in height, depending on the character of the street they face. The blocks along the proposed Craig Lane, which forms the boundary between the Project and the Pier 70 site to the north, will be required to provide building setbacks above 50 feet in order to transition to the lower height development at Pier 70 (generally 90 feet) and to allow for more light to reach the street below. Additionally, the tallest permitted building heights are generally located toward the middle of the Project site near the intersection of Humboldt Street and Georgia Lane and step down in all directions in order to transition to the waterfront and to the lower prevailing heights on properties surrounding the Project site.

<u>RECREATION AND OPEN SPACE ELEMENT</u>

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

POLICY 2.2
Provide and promote a balanced recreation system which offers a variety of high quality recreational opportunities for all San Franciscans.

POLICY 2.4
Support the development of signature public open spaces along the shoreline.

The Project will add 6.9 acres of publicly accessible open space to the Central Waterfront, including significant shoreline parks such as The Point and Stack Plaza. Project parks will provide a wide range of active and passive recreation amenities that meet the needs of San Francisco's diverse population such as a rooftop soccer field, multi-use lawns, picnic areas, a playground, and a civic plaza. The Project will also include an indoor community recreational facility to complement the site's outdoor recreational facilities.

OBJECTIVE 3
IMPROVE ACCESS AND CONNECTIVITY TO OPEN SPACE.

POLICY 3.3
Develop and enhance the City's recreational trail system, linking to the regional hiking and biking trail system and considering restoring historic water courses to improve stormwater management.

POLICY 3.4
Encourage non-auto modes of transportation—transit, bicycle and pedestrian access—to and from open spaces while reducing automobile traffic and parking in public open spaces.

The Project will contribute to the City's recreational trail system by building a new segment of the Bay Trail along the shoreline and provide ample access to new open spaces on the site via transit, shuttle, bicycle, and walking.

OBJECTIVE 4
PROTECT AND ENHANCE THE BIODIVERSITY, HABITAT VALUE, AND ECOLOGICAL INTEGRITY OF OPEN SPACES AND ENCOURAGE SUSTAINABLE PRACTICES IN THE DESIGN AND MANAGEMENT OF OUR OPEN SPACE SYSTEM.

POLICY 4.3
Integrate the protection and restoration of local biodiversity into open space construction, renovation, management and maintenance.

POLICY 4.4
Include environmentally sustainable practices in construction, renovation, management and maintenance of open space and recreation facilities.

The D4D includes standards and guidelines for integrating local biodiversity into Project open spaces—thereby furthering City biodiversity goals—by, for example, establishing a robust native and climate-adaptive plant palette and minimum requirements for native plant use. D4D standards and guidelines also include requirements for sustainable practices in the construction, management and maintenance of open space facilities, such as the required use of non-potable water for irrigation and the consideration to use sustainable and recycled materials for site furnishings and paving materials.

ENVIRONMENTAL PROTECTION ELEMENT

OBJECTIVE 7
ASSURE THAT THE LAND RESOURCES IN SAN FRANCISCO AND USED IN WAYS THAT BOTH RESPECT AND PRESERVE THE NATURAL VALUES OF THE LAND AND SERVE THE BEST INTERESTS OF ALL THE CITY'S CITIZENS.

POLICY 7.1
Preserve and add to public open space in accordance with the objectives and policies of the Recreation and Open Space Element.

See policies related to the Recreation and Open Space Element.

OBJECTIVE 14
PROMOTE EFFECTIVE ENERGY MANAGEMENT PRACTICES TO MAINTAIN THE ECONOMIC VITALITY OF COMMERCE AND INDUSTRY.

POLICY 14.4
Promote commercial office building design appropriate for local climate conditions.

POLICY 14.5
Encourage use of integrated energy systems.

Standards, guidelines, and considerations related to the sustainable development of the Project site are embedded throughout the entire D4D document. Important among them is the requirement that all Project buildings achieve a certification of LEEDv4 Gold or better, thus helping the City to meet its global commitment to be a net-zero carbon city by 2050 and keeping the City's commercial enterprises at a competitive advantage in a changing economic and climate environment. Additionally, the Project may the project may elect to construct shared thermal energy plants within the project site if feasible. These plants would use shared thermal energy plants within the project site to recover waste heat from commercial buildings for use in space heating and domestic hot water production in residential buildings in order to reduce the project's overall energy and water demands.

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

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

A defining characteristic of the Project's urban design framework is its highly integrated land use mix, which will provide opportunities for residents to work, shop, recreate, and access community amenities and services on site. The Project site's location walking distance from the

Dogpatch neighborhood and Pier 70 will further help to reduce travel requirements for residents and employees.

COMMUNITY FACILITIES ELEMENT

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

POLICY 3.1
Provide neighborhood centers in areas lacking adequate community facilities.

POLICY 3.3
Develop centers to serve an identifiable neighborhood.

POLICY 3.4
Locate neighborhood centers so they are easily accessible and near the natural center of activity.

POLICY 3.5
Develop neighborhood centers that are multipurpose in character, attractive in design, secure and comfortable, and inherently flexible in meeting the current and changing needs of the neighborhood served.

POLICY 3.7
Program the centers to fill gaps in needed services, and provide adequate facilities for ill-housed existing services.

As described in the DA, the Project will include two new childcare facilities, each of at least 6,000 square feet in size; a new indoor community recreation center of at least 25,000 square feet, and a public library onsite or funding for a public library within ¾ of a mile of the Project site. These facilities will greatly enhance the Central Waterfront district and help fill a facilities gap in the neighborhood, which is one of the City's fastest growing.

CENTRAL WATERFRONT AREA PLAN

Land Use

OBJECTIVE 1.1
ENCOURAGE THE TRANSITION OF PORTIONS OF THE CENTRAL WATERFRONT TO A MORE MIXED-USE CHARACTER, WHILE PROTECTING THE NEIGHBORHOOD'S CORE OF PDR USES AS WELL AS THE HISTORIC DOGPATCH NEIGHBORHOOD.

POLICY 1.1.2
Revise land use controls in formerly industrial areas outside the core Central Waterfront industrial area, to create new mixed use areas, allowing mixed-income housing as a principal use, as well as limited amounts of retail, office, and research and development, while protecting against the wholesale displacement of PDR uses.

The Project will convert an underutilized industrial site, home of the former Potrero Power Plant, into a mixed-use neighborhood with large amounts of housing interspersed with commercial, laboratory, life science, retail, open space, and community uses. Additionally, the Project will continue the long tradition of industrial uses in the Central Waterfront by creating 35,000 square feet of new space for light industrial uses.

OBJECTIVE 1.2
IN AREAS OF THE CENTRAL WATERFRONT WHERE HOUSING AND MIXED-USE IS ENCOURAGED, MAXIMIZE DEVELOPMENT POTENTIAL IN KEEPING WITH NEIGHBORHOOD CHARACTER.

POLICY 1.2.2
For new construction, and as part of major expansion of existing buildings in neighborhood commercial districts, require housing development over commercial. In other mixed-use districts encourage housing over commercial or PDR where appropriate.

POLICY 1.2.3
In general, where residential development is permitted, control residential density through building height and bulk guidelines and bedroom mix requirements.

POLICY 1.2.4
Identify portions of Central Waterfront where it would be appropriate to increase maximum heights for residential development.

The Project's land use plan has a strong focus on residential and all blocks on the Project site will be required to provide active uses on the ground floor, including retail, PDR, residential entries, and community uses. Given the need for additional housing citywide, permitted building heights on the Project site are significantly greater than as currently zoned and residential density is regulated via height and bulk controls rather than prescribed density limits.

OBJECTIVE 1.4
SUPPORT A ROLE FOR "KNOWLEDGE SECTOR" BUSINESSES IN APPROPRIATE PORTIONS OF THE CENTRAL WATERFRONT.

POLICY 1.4.2
Allow medical office and life science uses in portions of the Central Waterfront where it is appropriate.

POLICY 1.4.3
Allow other Knowledge Sector office uses in portions of the Central Waterfront where it is appropriate.

POLICY 1.4.4
Identify portions of the Central Waterfront where it would be appropriate to allow other research and development uses that support the Knowledge Sector.

The Development Agreement requires that at least one development block on the Project site be dedicated to laboratory and/or life science uses, although nearly half the blocks permit these uses.

The Project's close proximity to the UCSF Mission Bay campus position it well to help support the expansion of "knowledge sector" uses in the Central Waterfront.

OBJECTIVE 1.7
RETAIN THE CENTRAL WATERFRONT'S ROLE AS AN IMPORTANT LOCATION FOR PRODUCTION, DISTRIBUTION, AND REPAIR (PDR) ACTIVITIES.

POLICY 1.7.3
Require development of flexible buildings with generous floor-to-ceiling heights, large floor plates, and other features that will allow the structure to support various businesses.

PDR uses are permitted on development blocks throughout the Project site, but, as described in the D4D, are required in "Priority PDR Frontages" along 23rd Street and Illinois Street where the site faces existing significant PDR uses. At least 30% of ground floor spaces in Priority PDR Frontages are required to have floor-to-floor ground floor heights of 17 feet while the remainder must be at least 15 feet in height. All Project blocks will include ample loading facilities for PDR businesses.

OBJECTIVE 2.1
ENSURE THAT A SIGNIFICANT PERCENTAGE OF NEW HOUSING CREATED IN THE CENTRAL WATERFRONT IS AFFORDABLE TO PEOPLE WITH A WIDE RANGE OF INCOMES.

POLICY 2.1.1
Require developers in some formally industrial areas to contribute towards the City's very low, low, moderate and middle income needs as identified in the Housing Element of the General Plan.

POLICY 2.1.2
Provide land and funding for the construction of new housing affordable to very low and low-income households.

POLICY 2.1.3
Provide units that are affordable to households at moderate and "middle incomes" – working households earning above traditional below-market-rate thresholds but still well below what is needed to buy a market priced home, with restrictions to ensure affordability continues.

POLICY 2.1.4
Allow single-resident occupancy hotels (SROs) and "efficiency" units to continue to be an affordable type of dwelling option, and recognize their role as an appropriate source of housing for small households.

As described in the Development Agreement, 30% of the residential units produced by the Project will be affordable housing units. This requirement will be met through inclusionary units within market-rate projects at the Project site, conveyance of development parcels, at no cost, to affordable housing developers for the construction of 100% affordable units, and payment of the in-lieu fee to the Mayor's Office of Housing and Community Development for construction of affordable housing in Supervisorial District 10, on not more than 258 (33% of total affordable units) residential units in the aggregate. Inclusionary rental units will be restricted, on average, to

a housing cost that is affordable to households earning not more than 72% of area median income (AMI), while inclusionary for-sale units will be restricted, on average, to a housing cost that is affordable to households earning not more than 99% of AMI. Additionally, the Project will provide preference to the Homeless Prenatal Program for up to 36 Inclusionary Units over all phases of the project build-out. SRO and "efficiency" units are permitted on the Project site.

OBJECTIVE 2.3
REQUIRE THAT A SIGNIFICANT NUMBER OF UNITS IN NEW DEVELOPMENTS HAVE TWO OR MORE BEDROOMS EXCEPT SENIOR HOUSING AND SRO DEVELOPMENTS UNLESS ALL BELOW MARKET RATE UNITS ARE TWO OR MORE BEDROOM UNITS.

POLICY 2.3.3
Require that a significant number of units in new developments have two or more bedrooms, except Senior Housing and SRO developments.

POLICY 2.3.4
Encourage the creation of family supportive services, such as childcare facilities, parks and recreation, or other facilities, in affordable housing or mixed-use developments.

As described in the D4D, no less than 30 percent of the total number of proposed dwelling units in each building or phase shall contain at least two bedrooms. Furthermore, no less than 10 percent of the total number of proposed dwelling units in each building shall contain at least three bedrooms; units counted towards this requirement may also count towards the requirement for units with two or more bedrooms. Group Housing, Inclusionary or below-market-rate dwelling units, Single Room Occupancy (SRO) Units, Student Housing, or housing specifically and permanently designated for seniors or persons with physical disabilities are exempt from these requirements.

Family-supportive elements of the Project include two childcare facilities, 6.9 acres of open space, a playground, a community recreation facility, and potentially an on-site public library.

OBJECTIVE 2.5
PROMOTE HEALTH THROUGH RESIDENTIAL DEVELOPMENT DESIGN AND LOCATION.

POLICY 2.5.3
Require new development to meet minimum levels of "green" construction.

Standards, guidelines, and considerations related to the sustainable development of the Project site are embedded throughout the entire D4D document. Important among them is the requirement that all Project buildings achieve a certification of LEEDv4 Gold or better, thus helping the City to meet its global commitment to be a net-zero carbon city by 2050.

Built Form

OBJECTIVE 3.1
PROMOTE AN URBAN FORM THAT REINFORCES THE CENTRAL WATERFRONT'S DISTINCTIVE PLACE IN THE CITY'S LARGER FORM AND STRENGTHENS ITS PHYSICAL FABRIC AND CHARACTER.

POLICY 3.1.9
Preserve notable landmarks and areas of historic, architectural or aesthetic value, and promote the preservation of other buildings and features that provide continuity with past development.

POLICY 3.1.11
Establish and require height limits along alleyways to create the intimate feeling of being in an urban room.

The Project includes the retention and adaptive reuse of two contributing buildings within the Third Street Industrial District, Station A and the Unit 3 Stack, and potentially the preservation of a third, the Unit 3 Boiler. Additionally, the D4D includes standards and guidelines that ensure the design of new buildings on the site are consistent with the character of the Third Street Industrial District.

The Project's Design for Development document includes an extensive set of height and bulk standards that will help ensure that new development on the Project site complements adjacent development and the Dogpatch neighborhood overall. In particular, development adjacent to alleys and narrow streets on the Project site such as Craig Lane, Georgia Lane, Louisiana Street, and the northernmost block of Delaware Street, will be required to have upper story setbacks above the building podium that are generally lower—starting at 50 or 65 feet in height—than on most other blocks. This creates a lower overall street wall and an intimate setting that also permits greater access to daylight.

OBJECTIVE 3.2
PROMOTE AN URBAN FORM AND ARCHITECTURAL CHARACTER THAT SUPPORTS WALKING AND SUSTAINS A DIVERSE, ACTIVE AND SAFE PUBLIC REALM.

POLICY 3.2.2
Make ground floor retail and PDR uses as tall, roomy and permeable as possible.

POLICY 3.2.3
Minimize the visual impact of parking.

POLICY 3.2.4
Strengthen the relationship between a building and its fronting sidewalk.

PDR uses are permitted on development blocks throughout the Project site, but, as described in the D4D, are required in "Priority PDR Frontages" along 23rd Street and Illinois Street. At least 30% of ground floor spaces in Priority PDR Frontages are required to have floor-to-floor ground floor heights of 17 feet while the remainder must be at least 15 feet in height. As described in the

D4D, all ground floor frontages are encouraged to provide a strong visual and physical connection between the sidewalk and interior spaces to ensure a lively and safe public realm. Accessory podium parking is required to be completely wrapped with primary building uses so that it is not visible from the street. The district parking garage must include active ground floor uses and upper story parking levels must be architecturally or artistically screened.

OBJECTIVE 3.3
PROMOTE THE ENVIRONMENTAL SUSTAINABILITY, ECOLOGICAL FUNCTIONING AND THE OVERALL QUALITY OF THE NATURAL ENVIRONMENT IN THE PLAN AREA.

POLICY 3.3.4
Compliance with strict environmental efficiency standards for new buildings is strongly encouraged.
Standards, guidelines, and considerations related to the sustainable development of the Project site are embedded throughout the entire D4D document. Important among them is the requirement that all Project buildings achieve a certification of LEEDv4 Gold or better, thus helping the City to meet its global commitment to be a net-zero carbon city by 2050.

<u>Transportation</u>

OBJECTIVE 4.1
IMPROVE PUBLIC TRANSIT TO BETTER SERVE EXISTING AND NEW DEVELOPMENT IN CENTRAL WATERFRONT.

POLICY 4.1.6
Improve public transit in the Central Waterfront including cross-town routes and connections the 22nd Street Caltrain Station and Third Street Light Rail.

The Project will host the eastern terminal stop for the new 55 Muni bus line, thereby bringing a high frequency transit line directly onto the Project site for use by residents, workers, and visitors, as well as a shuttle between the Project site and 16th Street BART station. The Project is also a short walk to the T Third Muni line, which offers high frequency service and connections to Downtown, the Bayview, and other City and regional destinations.

OBJECTIVE 4.3
IMPROVE PUBLIC TRANSIT TO BETTER SERVE EXISTING AND NEW DEVELOPMENT IN CENTRAL WATERFRONT.

POLICY 4.3.5
Permit construction of public parking garages in Mixed Use districts only if they are part of shared parking arrangements that efficiently use space, are appropriately designed, and reduce the overall need for off-street parking in the area.

There are no off-street parking minimums on the Project site. A district parking garage is proposed near the entrance of the Project on Humboldt Street, which would be a shared facility for residents, employees, retail patrons, and visitors. Its location at western edge of the Project site will help reduce automobile traffic on neighborhood streets.

OBJECTIVE 4.4
SUPPORT THE CIRCULATION NEEDS OF EXISTING AND NEW PDR AND MARITIME USES IN THE CENTRAL WATERFRONT.

POLICY 4.4.2
Continue to require off-street facilities for freight loading and service vehicles in new large non-residential developments.

All development blocks on the Project site will include off-street facilities for freight loading and service vehicles.

OBJECTIVE 4.5
CONSIDER THE STREET NETWORK IN CENTRAL WATERFRONT AS A CITY RESOURCE ESSENTIAL TO MULTI-MODAL MOVEMENT AND PUBLIC OPEN SPACE.

POLICY 4.5.4
Extend and rebuild the street grid, especially in the direction of the Bay.

Currently, the only streets on the 29-acre Project site are Humboldt Street, which is currently gated near its intersection with Illinois Street as a private right of way, and 23rd Street. The Project will create a new network of streets with compact blocks that extends the City's street grid all the way to the Bay to the east.

OBJECTIVE 4.6
SUPPORT WALKING AS A KEY TRANSPORTATION MODE BY IMPROVING PEDESTRIAN CIRCULATION WITHIN CENTRAL WATERFRONT AND TO OTHER PARTS OF THE CITY.

POLICY 4.6.5
Facilitate completion of the sidewalk network in Central Waterfront, especially where new development is planned to occur.

POLICY 4.6.6
Explore opportunities to identify and expand waterfront recreational trails and opportunities including the Bay Trail.

The Project will create a new network of streets with robust pedestrian facilities that connect seamlessly to the existing City street grid. It will also complete a large section of the Bay Trail along the shoreline.

OBJECTIVE 4.7
IMPROVE AND EXPAND INFRASTRUCTURE FOR BICYCLING AS AN IMPORTANT MODE OF TRANSPORTATION.

POLICY 4.7.1
Provide a continuous network of safe, convenient and attractive bicycle facilities connecting Central Waterfront to the citywide bicycle network and conforming to the San Francisco Bicycle Plan.

POLICY 4.7.3
Support the establishment of the Blue-Greenway by including safe, quality pedestrian and bicycle connections from Central Waterfront.

The Project will create a new network of streets with robust pedestrian facilities that connect seamlessly to the existing City street grid. It will also complete a large section of the Bay Trail/Blue-Greenway along the shoreline.

<u>Streets & Open Space</u>

OBJECTIVE 5.1
PROVIDE PUBLIC PARKS AND OPEN SPACES THAT MEET THE NEEDS OF RESIDENTS, WORKERS AND VISITORS.

POLICY 5.1.1
Identify opportunities to create new public open spaces and provide at least one new public open space serving the Central Waterfront.

POLICY 5.1.2
Require new residential and commercial development to provide, or contribute to the creation of public open space.

The Project will add 6.9 acres of publicly accessible open space to the Central Waterfront, including significant shoreline parks such as The Point and Stack Plaza. Project parks will provide a wide range of active and passive recreation amenities that meet the needs of San Francisco's diverse population such as a rooftop soccer field, multi-use lawns, picnic areas, a playground, and a civic plaza.

OBJECTIVE 5.2
ENSURE THAT NEW DEVELOPMENT INCLUDES HIGH QUALITY PRIVATE OPEN SPACE.

POLICY 5.2.1
Require new residential and mixed-use residential development to provide on-site private open space designed to meet the needs of residents.

POLICY 5.2.3
Encourage private open space to be provided as common spaces for residents and workers of the building wherever possible.

As described in the D4D, new residential development must provide useable open space at a ratio of 36 square feet of private open space (e.g. balcony) per dwelling unit or 48 square feet of common open space (e.g. common courtyard or rooftop) per dwelling unit. The 6.9 acres of open space on the site will provide additional passive and recreational opportunities for residents, employees, and visitors of the site.

OBJECTIVE 5.3

ENSURE THAT NEW DEVELOPMENT INCLUDES HIGH QUALITY PRIVATE OPEN SPACE.

POLICY 5.3.2
Maximize sidewalk landscaping, street trees and pedestrian scale street furnishing to the greatest extent feasible.

POLICY 5.3.4
Enhance the pedestrian environment by requiring new development to plant street trees along abutting sidewalks. When this is not feasible, plant trees on development sites or elsewhere in the plan area.

POLICY 5.3.9
Explore opportunities to identify and expand waterfront recreational trails and opportunities including the Bay Trail and Blue-Greenway.

As described in the D4D, the Project will include a robust tree planting and greening program along nearly all development blocks utilizing tree and plant palettes that include native and climate-adaptive species. The Project will construct a new portion of the Bay Trail along the shoreline.

OBJECTIVE 5.4
THE OPEN SPACE SYSTEM SHOULD BOTH BEAUTIFY THE NEIGHBORHOOD AND STRENGTHEN THE ENVIRONMENT.

POLICY 5.4.1
Increase the environmental sustainability of Central Waterfronts system of public and private open spaces by improving the ecological functioning of all open space.

POLICY 5.4.3
Encourage public art in existing and proposed open spaces.

The D4D includes standards and guidelines for integrating local biodiversity into Project open spaces—thereby furthering City biodiversity goals—by, for example, establishing a robust native and climate-adaptive plant palette and minimum requirements for native plant use. The D4D also includes standards requiring adherence to stormwater management best practices and design to ensure the open spaces are high functioning ecologically.

Public art will be encouraged in all Project open space and the D4D includes a map of recommended locations.

<u>Community Facilities</u>

OBJECTIVE 7.1
PROVIDE ESSENTIAL COMMUNITY SERVICES AND FACILITIES.

POLICY 7.1.3
Ensure childcare services are located where they will best serve neighborhood workers and residents.

As described in the DA, the Project will include two new childcare facilities, each of at least 6,000 square feet in size.

OBJECTIVE 7.2
ENSURE CONTINUED SUPPORT FOR HUMAN SERVICE PROVIDERS THROUGHOUT THE EASTERN NEIGHBORHOODS.

POLICY 7.2.5
Encourage the creation of new social and cultural facilities in the Central Waterfront area.

As described in the DA, the Project will include a new community center of at least 25,000 square feet as well as a public library onsite or funding for a public library within ¾ of a mile of the site.

<u>Historic Preservation</u>

OBJECTIVE 8.2
PROTECT, PRESERVE, AND REUSE HISTORIC RESOURCES WITHIN THE CENTRAL WATERFRONT AREA PLAN.

POLICY 8.2.1
Protect individually significant historic and cultural resources and historic districts in the Central Waterfront area plan from demolition or adverse alteration, particularly those elements of the Maritime and Industrial Area east of Illinois Street.

The Project will include the retention and adaptive reuse of the Unit 3 Stack, in compliance with the Secretary of the Interior's Standards for Rehabilitation, and the retention and adaptive reuse of Station A, which are contributing structures to the Third Street Historic District.

OBJECTIVE 8.6
FOSTER PUBLIC AWARENESS AND APPRECIATION OF HISTORIC AND CULTURAL RESOURCES WITHIN THE CENTRAL WATERFRONT AREA PLAN.

POLICY 8.6.2
Foster education and appreciation of historic and cultural resources within the Central Waterfront plan area among business leaders, neighborhood groups, and the general public through outreach efforts.

The Project D4D includes an Interpretive Vision for the Project site that will serve as a framework for a site-wide interpretive masterplan to be developed in coordination with the Planning Department per Project EIR Mitigation Measure M-CR-5c. The masterplan and Mitigation Measure will ensure that salvaged materials of historical interest on the site are be utilized as part of the interpretative program for the site and help explain to and guide visitors through the long history of industrial uses on the Project site.

AND BE IT FURTHER RESOLVED, that the Planning Commission finds these General Plan Amendments are in general conformity with the Planning Code Section 101.1, and the Project and its approvals associated therein, all as more particularly described in Exhibit B to the Development Agreement on file with the Planning Department in Case No. 2017-011878DVA, are each on balance, consistent with the following Objectives and Policies of the General Plan, as it is proposed to be amended as described herein, and as follows:

1) *That existing neighborhood-serving retail uses would be preserved and enhanced, and future opportunities for resident employment in and ownership of such businesses enhanced;*

No neighborhood-serving retail uses are currently present on the Project site. Once constructed, the Project will contain new retail, PDR, and other commercial uses that would provide opportunities for employment and ownership of retail businesses in the community. These new uses would serve nearby residents and the surrounding community. The Development Agreement includes commitments related to local hiring. The construction of the Project will provide opportunities to generate thousands of annual construction jobs and hundreds of permanent jobs at project completion, encouraging participation by small and local business enterprises through a comprehensive employment and contracting policy.

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

The Project would provide at full build-out up to 2,601 new residential units, including affordable housing; no housing is currently present on the Project site. The Project is designed to revitalize an underutilized site that most recently hosted a coal-fired power station and to provide a varied land use program that would enhance the surrounding neighborhood. The Project provides a new neighborhood complete with residential, office, retail, PDR, and hotel uses, along with new transit and street infrastructure, and public open space. The Project design provides a desirable, pedestrian-friendly experience with interactive and engaged ground floors. Thus, the Project would preserve and contribute to housing within the surrounding neighborhood and the larger City and would otherwise preserve and be consistent with the neighborhood's unique context.

3) *That the City's supply of affordable housing be preserved and enhanced;*

The Project would enhance the City's supply of affordable housing through its affordable housing commitments in the Development Agreement. As detailed in the Development Agreement, the Project exceeds the inclusionary affordable housing requirements of the Planning Code, by reaching a 30% affordability level.

4) *That commuter traffic not impede Muni transit service or overburden our streets or neighborhood parking;*

The Project would not impede transit service or overburden streets and neighborhood parking. The Project includes a robust transportation program with an on-site Transportation Demand Management (TDM) program, facilities to support a new bus line on site, provision of a shuttle

with the proposal; (3) amend Commerce and Industry Element Maps 1 and 2 by reclassifying generalized land uses and densities consistent with the proposal, and Objective 4 to improve the equitable distribution of infrastructure; (4) amend the Recreation and Open Space Element Map 3 by adding new publicly accessible open spaces of significant size (6.9 acres) proposed for the site; (5) amend the Transportation Element Map 11 by adding the Bay Trail Recreational Loop proposed for the site, and; (6) amend the Land Use Index to reflect amendments to the maps described above in the Urban Design, Commerce and Industry, Recreation and Open Space, and Transportation Elements.

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

I hereby certify that the foregoing Resolution was ADOPTED by the San Francisco Planning Commission on January 30, 2020.

Jonas P. Ionin
Commission Secretary

AYES: Diamond, Fung, Koppel, Melgar, Moore

NOES: None

ABSENT: Johnson, Richards

ADOPTED: January 30, 2020

FILE NO.

LEGISLATIVE DIGEST

[General Plan - Potrero Power Station Mixed-Use Project]

Ordinance amending the General Plan to revise the Central Waterfront Plan, the Commerce and Industry Element, the Recreation and Open Space Element, the Transportation Element, the Urban Design Element, and the Land Use Index, to reflect the Potrero Power Station Mixed-Use Project; adopting findings under the California Environmental Quality Act and Planning Code Section 340, and making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1.

Existing Law

Under Charter Section 4.105 and Planning Code Section 340, any amendments to the General Plan shall first be considered by the Planning Commission and recommended for approval or rejection by the Board of Supervisors.

Currently, the Potrero Power Station site in the Central Waterfront area of San Francisco, is zoned M-2 (Heavy Industrial) and PDR-1-G (Production, Distribution and Repair – General) and located in a 40-X and 65-X height and bulk district.

Amendments to Current Law

This ordinance would amend the Geneal Plan as follows:

(1) Amend Objective 1.1, Policy 1.1.8, Map 2, and Objective 5.1 of the Central Waterfront Area Plan to reflect the mixed-use vision for the Potrero Power Station site;
(2) Amend the Commerce and Industry Element Maps 1 and 2, and Objective 4 by reclassifying generalized land uses and densities consistent with the proposal;
(3) Amend the Recreation and Open Space Element Map 3 by adding new publicly accessible open spaces of significant size (6.9 acres) proposed for the site;
(4) Amend the Transportation Element Map 11 by adding the Bay Trail Recreational Loop proposed for the site;
(5) Amend the Urban Design Element Maps 4 and 5 by establishing maximum height and bulk limits consistent with the proposal; and;
(6) Amend the Land Use Index to reflect amendments to the maps described above in the Commerce and Industry, Recreation and Open Space, Transportation, and Urban Design Elements.

Background Information

On January 30, 2019, the Planning Commission considered the proposed amendments to the General Plan and recommended approval in Resolution 20511.

This ordinance would enable the development of the Potrero Power Station Mixed-Use Project ("Project"), proposed by California Barrel Company ("Project Sponsor) The Project is immediately south of Pier 70 and encompasses property currently owned by the Project Sponsor, PG&E, the Port, and the City. 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 square feet of entertainment/assembly uses, 50,000 square feet 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.

The project would also require the Planning Code amendments to create a Special Use District, the adoption of a Design for Development ("D4D") document to facilitate implementation, and a Development Agreement ("DA") between the Project Sponsor and the City and County of San Francisco.

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[General Plan - Potrero Power Station Mixed-Use Project]

Ordinance amending the General Plan to revise the Central Waterfront Plan, the Commerce and Industry Element, the Recreation and Open Space Element, the Transportation Element, the Urban Design Element, and the Land Use Index, to reflect the Potrero Power Station Mixed-Use Project; adopting findings under the California Environmental Quality Act and Planning Code Section 340, and making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1.

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

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

Section 1. Environmental and Planning Code Findings.

(a) California Environmental Quality Act.

(1) At its hearing on _____, and prior to recommending the proposed General Plan Amendments for approval, by Motion No. _____ the Planning Commission certified a Final Environmental Impact Report (FEIR) for the Potrero Power Station Mixed-Use Project (Project) pursuant to the California Environmental Quality Act (CEQA) (California Public Resources Code Section 21000 et seq.), the CEQA Guidelines (Cal. Code Reg. Section 15000 et seq.), and Chapter 31 of the Administrative Code. A copy of said Motion is on file with the Clerk of the Board of Supervisors in File No. _____, and is incorporated herein by reference. In accordance with the actions contemplated herein, this Board has

reviewed the FEIR, concurs with its conclusions, affirms the Planning Commission's certification of the FEIR, and finds that the actions contemplated herein are within the scope of the Project described and analyzed in the FEIR.

(2) In approving the Project at its hearing on _____, by Resolution No. _____, the Planning Commission also adopted findings under CEQA, including a statement of overriding considerations, and a Mitigation Monitoring and Reporting Program (MMRP). Copies of said Motion and MMRP are on file with the Clerk of the Board of Supervisors in File No. _____, and are incorporated herein by reference. The Board hereby adopts and incorporates by reference as though fully set forth herein the Planning Commission's CEQA approval findings, including the statement of overriding considerations. The Board also adopts and incorporates by reference as though fully set forth herein the Project's MMRP, dated _____ and on file with the Clerk of the Board in File No. _____.

(b) Planning Code Findings.

(1) Under Charter Section 4.105 and Planning Code Section 340, any amendments to the General Plan shall first be considered by the Planning Commission and thereafter recommended for approval or rejection by the Board of Supervisors. On _____, by Resolution No. _____, the Planning Commission conducted a duly noticed public hearing on the General Plan Amendments pursuant to Planning Code Section 340, and found that the public necessity, convenience and general welfare require the proposed General Plan Amendments, adopted General Plan Amendments, and recommended them for approval to the Board of Supervisors. A copy of the Planning Commission Resolution No. _____, is on file with the Clerk of the Board of Supervisors in File. No. _____, and incorporated by reference herein.

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

Section 2. The General Plan is hereby amended by revising the Central Waterfront Plan, as follows:

OBJECTIVE 1.1

ENCOURAGE THE TRANSITION OF PORTIONS OF THE CENTRAL WATERFRONT TO A MORE MIXED-USE CHARACTER, WHILE PROTECTING THE NEIGHBORHOOD'S CORE OF PDR USES AS WELL AS THE HISTORIC DOGPATCH NEIGHBORHOOD

* * * *

Adjacent to the Pier 70 area, the Potrero power plant ~~*is expected to*~~ ceased operations ~~*sometime*~~ in *2011 subject to a Settlement Agreement between the City and the previous owner, Mirant Potrero LLC*~~*the future*~~. ~~*While contamination of the soil here will preclude housing development on t*~~*The Settlement Agreement provided Mirant or a future property owner the opportunity to work with the City and community on a reuse plan for the site that could achieve community benefits and objectives. The power plant* site *is*~~*, it will be*~~ an opportunity, similar to Pier 70, for *residential and* mixed-use development ~~*in the future*~~ that could *also* include larger activities such as commercial as well as research and development uses. ~~*A future community planning process for this site will help determine exactly what should occur on the site.*~~

* * * *

In areas controlled by the Port ~~*as well as the Potrero Power Plant site*~~, maintain existing industrial zoning pending the outcome of ~~*separate*~~ planning processes for these areas.

* * * *

POLICY 1.1.8

Consider the Potrero power plant site as an opportunity ~~for reuse~~ for larger-scale commercial and research establishments *as part of a mixed use development*.

* * * *

Map 2: ("Generalized Zoning Districts"), update Pier 70 and *the* Potrero ~~P~~power *plant* ~~S~~site description as follows: ~~*Maintain existing manufacturing zoning here. After Pier 70 and plant site planning processes are complete, consider c*~~C~~hange~~*ing*~~ zoning *to reflect the development plans for the Pier 70 and Potrero power plant site*~~*the outcome of the processes*~~.

* * * *

OBJECTIVE 5.1

PROVIDE PUBLIC PARKS AND OPEN SPACES THAT MEET THE NEEDS OF RESIDENTS, WORKERS AND VISITORS

In a built-out neighborhood such as this, finding sites for sizeable new parks is difficult. However, it is critical that at least one new substantial open space be provided as part of this Plan. This Plan identifies a number of potential park sites: the area behind the IM Scott School site, which is currently used for parking, expansion of Warm Water Cove and the development of Crane Cove Park on Pier 70. ~~*Additionally, a*~~*A*s part of ~~*a*~~*the* long-term planning process *for*~~*of the Potrero Power Plant site and*~~ the Pier 70 *site*~~*Planning process*~~, the area surrounding Irish Hill is ~~*also*~~ identified as a potential park site. *Additionally, any development on the Potrero power plant site should include public open space.* Finally, an improved waterfront at the end of 22nd Street would provide a much needed bayfront park site and should be considered as part of any long-term plans for Pier 70.

Section 3. The General Plan is hereby amended by revising the Commerce and Industry Element, as follows:

Map 1 ("Generalized Commercial and Industrial Land Use Plan"), remove General Industry designation from Potrero Power Station site and designate commercial blocks (Blocks 2, 3, 11, 12, 15) as Business and Services, as shown in the Potrero Power Station Special Use District, Planning Code Section 249.87.

Map 2 ("Generalized Commercial and Industrial Density Plan"), remove 3.0:1 FAR density designation for Potrero Power Station site and add a boundary area for Potrero Power Station site with a line that leads to a reference that states "See Potrero Power Station Special Use District, Section 249.87 of the Planning Code for density controls therein."

* * * *

OBJECTIVE 4: IMPROVE THE VIABILITY OF EXISTING INDUSTRY IN THE CITY, *THE EQUITABLE DISTRIBUTION OF INFRASTRUCTURE,* AND THE ATTRACTIVENESS OF THE CITY AS A LOCATION FOR NEW INDUSTRY.

* * * *

Policy 4.12: As obsolete or underutilized infrastructure and heavy industrial uses are decommissioned, consolidated or relocated, ensure that new uses on such sites complement the adjacent neighborhood and address environmental justice considerations while also reflecting broader contemporary City priorities.

Occasionally the opportunity arises to rethink the use and design of large sites occupied by a large heavy industry, utility or infrastructure use, many of which are legacies of investments, development patterns, and decisions from past eras, as these sites are shuttered, downsized or relocated due to economic, regulatory or technological changes. Planning for these sites should carefully consider the needs of adjacent neighborhoods, particularly where former industrial and infrastructure uses, such as fossil fuel-powered power plants, historically created environmental justice burdens for area residents, while balancing the larger policy goals of the City applicable to the site, such as the devleopment of community-serving facilities, public space, housing, economic development,

and modern, clean infrastructure or industry, to advance sustainability, resiliency and economic diversity goals.

Section 4. The General Plan is hereby amended by revising Map 3 of the Recreation and Urban Space Element ("Existing & Proposed Open Space"), as follows:

Add proposed open space depicted in the "Potrero Power Station Mixed-Use Project Special Use District, Section 249.87 of the Planning Code."

Section 5. The General Plan is hereby amended by revising Map 11 of the Transportation Element ("Citywide Pedestrian Network"), as follows:

Add proposed Bay Trail Recreational Loop to map through the Potrero Power Station and Pier 70 project sites.

Add "Proposed Bay Trail Recreational Loop" route to legend.

Section 6. The General Plan is hereby amended by revising the Urban Design Element, as follows:

Map 4 ("Urban Design Guidelines for Height of Buildings"), add to the map notes: "Add a shaded area with a new height designation with a range between 65-240 feet in the location of the former Potrero Power Plant, as shown in the Potrero Power Station Special Use District, Planning Code Section 249.87.

Map 5 ("Urban Design Guidelines for Bulk of Buildings Map"), add the following language to map notes: "Add asterisk and add: 'See Potrero Power Station Special Use District, Planning Code Section 249.87.'"

Section 7. The Land Use Index shall be updated as necessary to reflect the amendments set forth in Sections 3, 4, 5, and 6, above.

///

///

///

Section 8. Effective Date. This ordinance shall become effective 30 days after enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board of Supervisors overrides the Mayor's veto of the ordinance.

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: _____
Austin M. Yang
Deputy City Attorney

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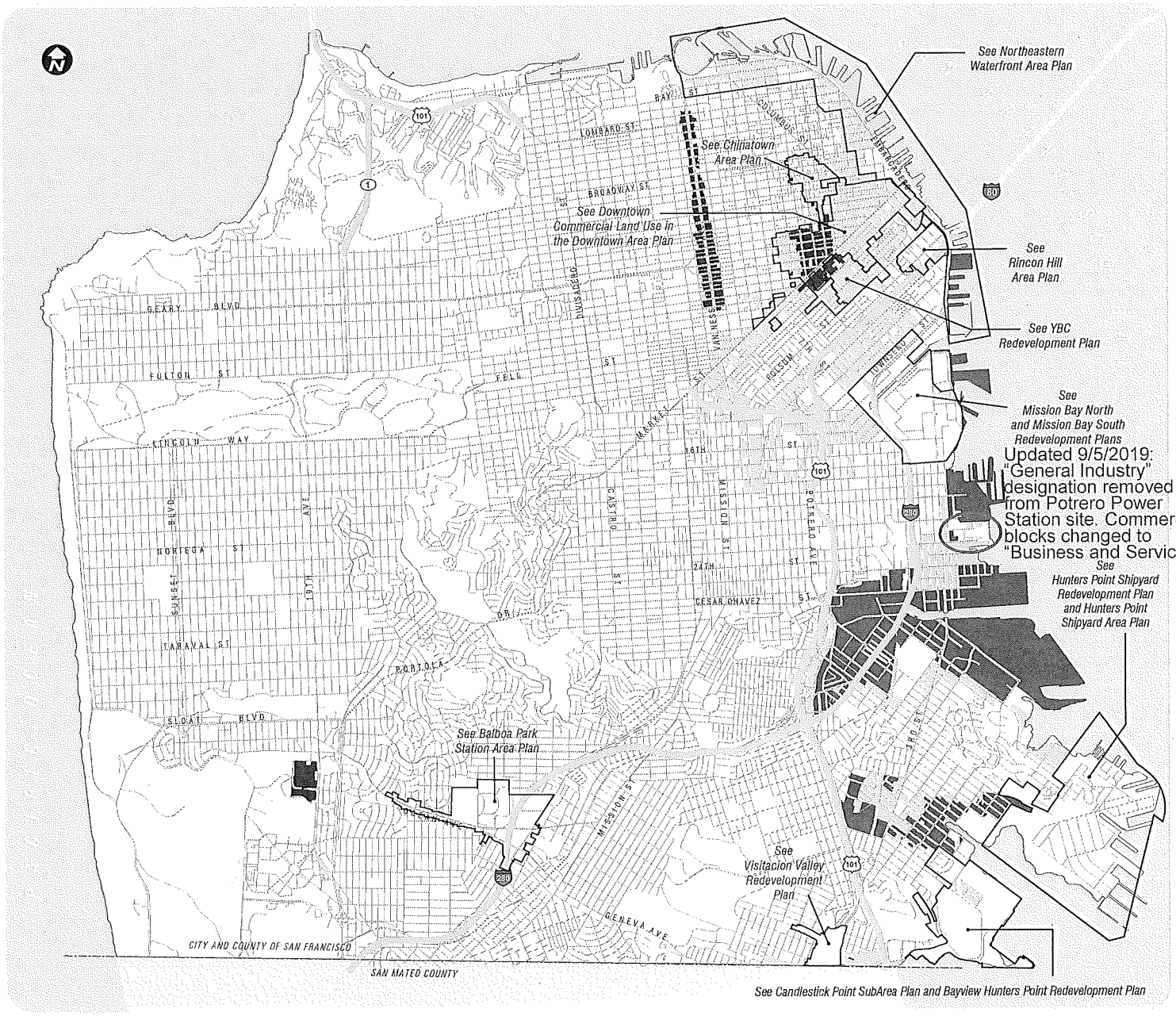


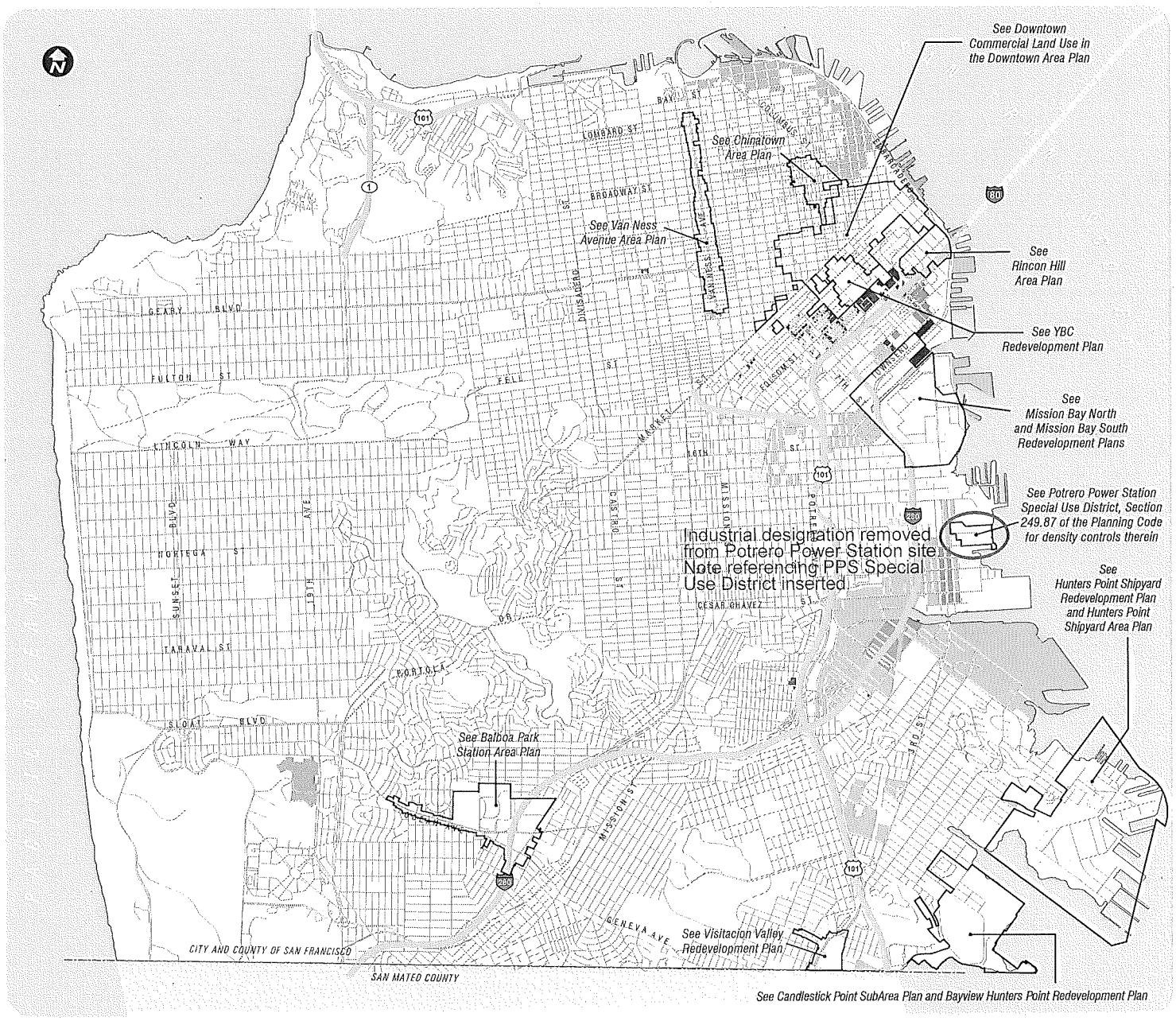
Generalized Commercial and Industrial Land Use Plan

MAP 01

- Major Shopping
- Business and Services
- Light Industry
- General Industry

Note:
For Neighborhood Commercial Areas, see Map 5: Generalized Neighborhoods Commercial Land Use and Density Plan.

Note:
This map does not illustrate mixed-use areas, which may also contain elements of commerce and industry.



Generalized Commercial and Industrial Density Plan
(Excludes Neighborhood Commercial Areas)

0 Miles 1

MAP 02

Commercial (C-2)	Industrial (M-1, M-2, PDR)	Res/Com (MU, UMU, SoMa)
3.6:1 FAR	3.0:1 FAR	2.5:1 FAR
	4.0:1 FAR	3.0:1 FAR
FAR = Floor Area Ratio	5.0:1 FAR	4.0:1 FAR
	6.0:1 FAR	5.0:1 FAR
	9.0:1 FAR	6.0:1 FAR
		7.5:1 FAR

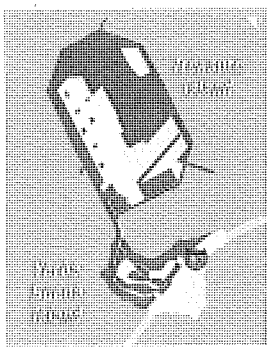
Note:
In Commercial and Industrial districts, both FAR and dwelling unit density controls apply. In Mixed Residential Commercial districts, FAR limits apply to nonresidential uses and dwelling unit limits apply to residential uses. See Map 3 in the Housing Element for dwelling unit densities. an additional 25% FAR may be added on corner lots in non C-3 districts. Public use areas are excluded.

SEE TREASURE ISLAND MAP BELOW

Marina Green
Fort Mason
Presidio
GGNRA
Alta Plaza Park
Lafayette Park
Port Planned Open Spaces
Yerba Buena Gardens
Rossi Playground
Market-Octavia Area Plan
Civic Center
Alamo Square
Golden Gate Park
Buena Vista Park
Mission Bay
Franklin Square
Jackson Playground
Eastern Neighborhoods Area Plan
Dolores Park
Mt. Sutro Open Space
Potrero Hill Rec Center
Port Planned Open Spaces
Potrero Power Station proposed open spaces added
Twin Peaks
West Sunset Playground
Bernal Heights Park
Glen Canyon Park
Mt. Davidson Park
Stern Grove
Heron's Head Park
Balboa Park Area Plan
Balboa Park
Hunters Point Shipyard
Lake Merced Park
McLaren Park
Fort Funston
Crocker Amazon Playground
Bay View Park
Candlestick Point SRA
Schlage Lock Plan
Executive Park/ Candlestick
CITY AND COUNTY OF SAN FRANCISCO
SAN MATEO COUNTY
PACIFIC OCEAN
SAN FRANCISCO BAY

Existing and Proposed Open Space

- Potential Living Alleys
- Potential Living Streets
- Proposed Green Connections
- Off Street Multi-Use Paths
- Proposed Open Space
- Existing Open Space
- Acquire and develop sites for open space (Eastern Neighborhoods Area Plan)



0 Miles 1

MAP 03

MAP APPROVED BY THE BOARD OF SUPERVISORS

The notation below in italics represents a recent amendment to the General Plan that has been approved by the Board of Supervisors after this map was originally adopted. The change will be added to the map during the next map update.

→ *Add a boundary area around the Hunters Point Shipyard area with a line that leads to a reference that states "See Hunters Point Redevelopment Plan and Hunters Point Shipyard Area Plan"*

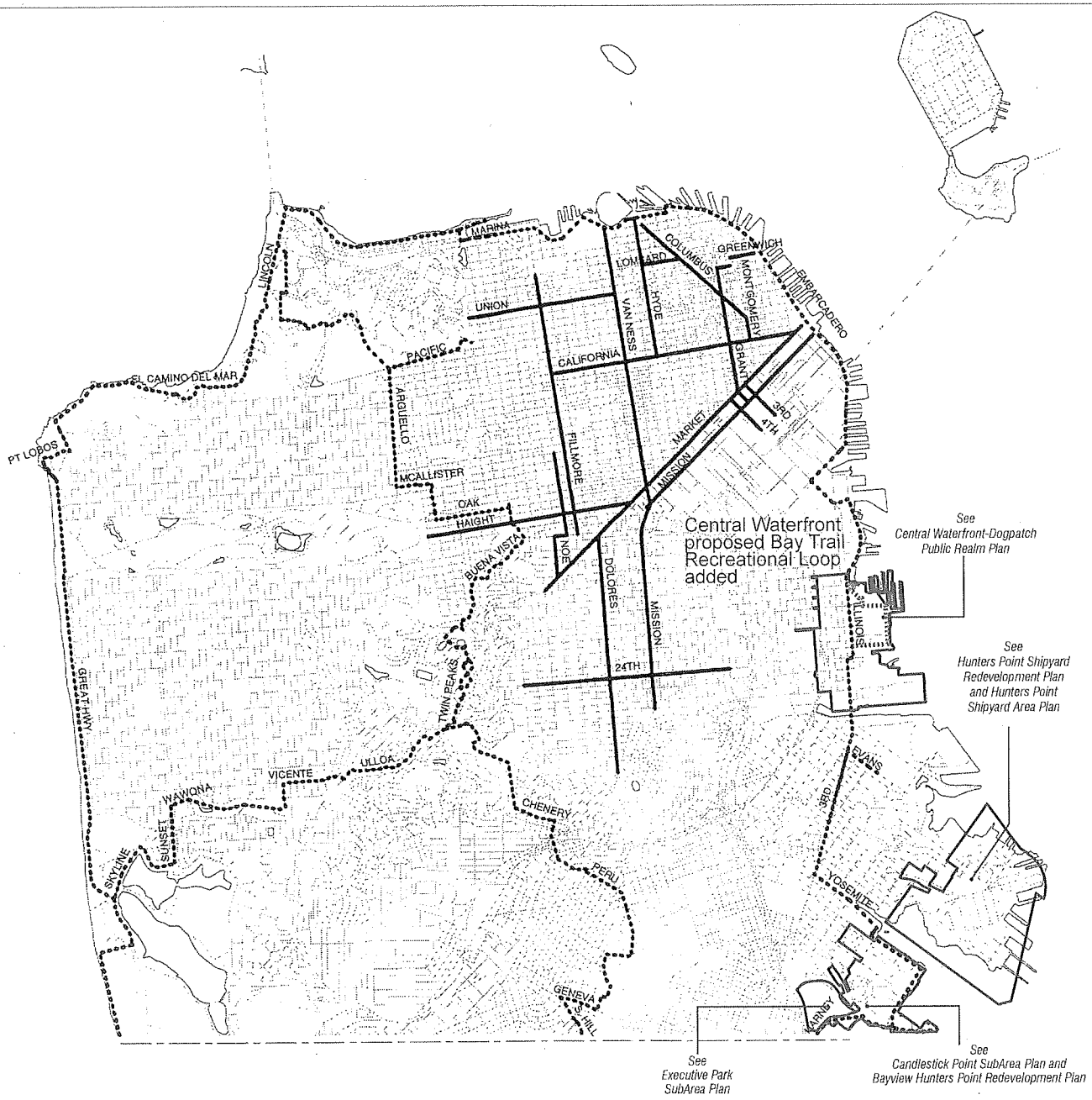
→ *Designate Folsom St between Embarcadero and Essex St and Second St in its entirety as part of the Citywide Pedestrian Network*

→ *Revise map to show proposed SF Bay Trail running from Candlestick Point SRA through Hunters Point Shipyard, then to Third Street and north if this is only depicting Third Street MUNI Metro light rail*

→ *Add a boundary area around Candlestick Point with a line that leads to a reference that states "See Candlestick Point SubArea Plan and Bayview Hunters Point Redevelopment Plan"*

→ *Add a boundary area around Executive Park with a line that leads to a reference that states "See Executive Park Subarea Plan"*

→ *CENTRAL WATERFRONT-DOGPATCH PUBLIC REALM PLAN: The 2018 Public Realm Plan developed concept designs for Complete Streets and Open Spaces in this Public Realm Plan area. Please refer to that Public Realm Plan for more specific recommendations for implementation.*



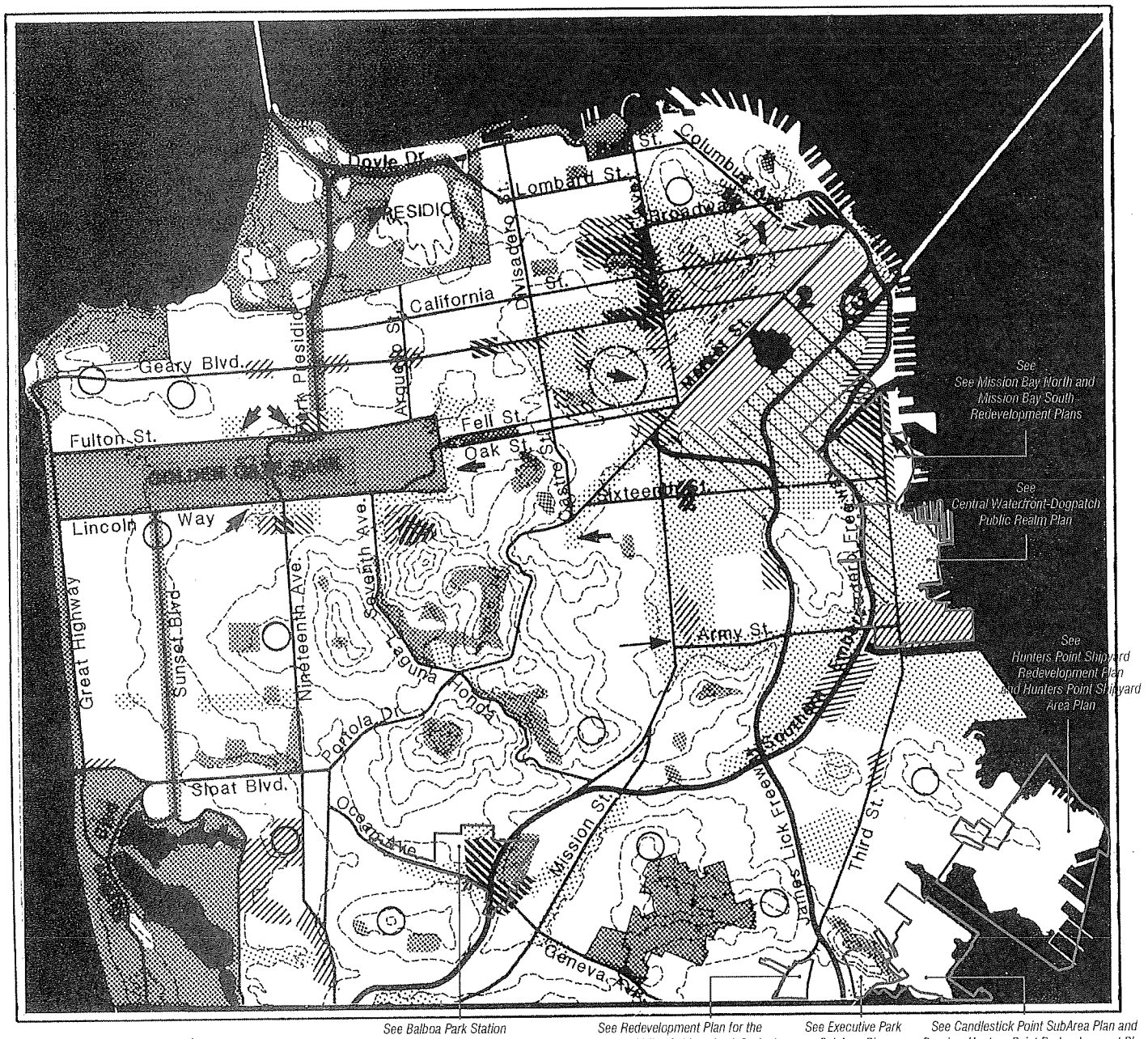
CITYWIDE PEDESTRIAN NETWORK

Map 11

Citywide Pedestrian Network Street

Bay, Ridge and Coast Trail

Proposed Bay Trail Recreational Loop



URBAN DESIGN GUIDELINES FOR HEIGHT OF BUILDINGS

Map 4

- 0–40 ft
- 41–88 ft
- 89–160 ft
- 161–240 ft
- 241–400 ft

LOWER END OF RANGE
MIDDLE OR LOWER END OF RANGE

OPEN SPACE
Any Development Subject To Review

MAXIMUM HEIGHT
Elevation Of Freeway

POINT TOWERS IN VICINITY

1. See Chinatown Area Plan
2. See Downtown Plan
3. See Rincon Hill Plan

0 ONE MILE

MAP APPROVED BY THE BOARD OF SUPERVISORS

The notation below in italics represents a recent amendment to the General Plan that has been approved by the Board of Supervisors after this map was originally adopted. The change will be added to the map during the next map update.

→ *Delete the shaded areas within the Mission Bay area and add a boundary around the Mission Bay area with a line that leads to a reference that states "See Mission Bay North and Mission Bay South Redevelopment Plans." For Assessor's Blocks 3796 (Lots 1 and 2), 3797(Lot 1), and a portion of 3880, place an asterisk on the parcels with a reference on the bottom of the page that states "See the Mission Bay Guidelines adopted by the Planning Commission"*

→ *Add a boundary area around the Hunters Point Shipyard area with a line that leads to a reference that states "See Hunters Point Redevelopment Plan and Hunters Point Shipyard Area Plan"*

→ *Add a boundary area around Candlestick Point with a line that leads to a reference that states "See Candlestick Point SubArea Plan and Bayview Hunters Point Redevelopment Plan"*

→ *Add: "See Mission Bay Guidelines adopted by the Planning Commission"*

→ *Add reference under #2 to Transbay:" See Downtown Plan and Transbay Redevelopment Development Controls and Design for Development Plan"*

→ *Add a boundary area around the Balboa Park Station plan area with a line that leads to a reference that states "See the Balboa Park Station Area Plan"*

→ *Add a boundary area around the Visitacion Valley Schlage Lock area with a line that leads to a reference that states "See Redevelopment Plan for the Visitacion Valley Schlage Lock Project"*

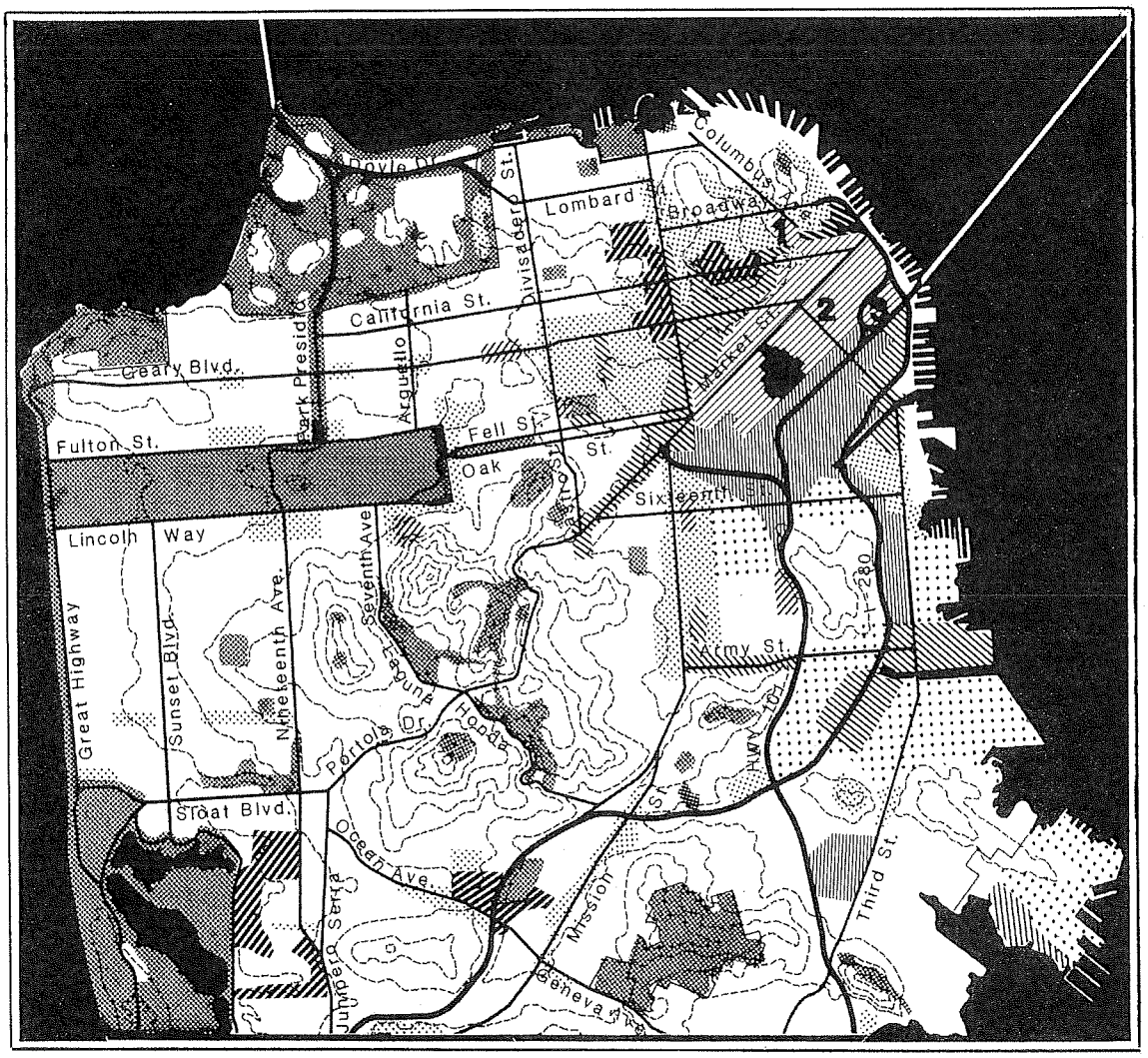
→ *Add a boundary area around Executive Park with a line that leads to a reference that states "See Executive Park SubArea Plan"*

→ *Add a shaded area with a new height designation with a range between 20-160 feet in the location of the Islais Creek area bordering Innes Avenue, Hawes and Griffith Streets.*

→ *Add a shaded area for the 41-88 feet designation around the boundaries of the Sunnydale HOPE SF and Protrero HOPE SF Special Use Districts.*

→ *Add a shaded area with a new height designation with a range between 65-240 feet in the location of the former Potrero Power Plant as shown in the Potrero Power Station Special Use District, Planning Code Section 249.87.*

Notation for new height designation at Potrero Power Station added



URBAN DESIGN GUIDELINES FOR BULK OF BUILDINGS

Map 5

Guidelines Apply Above Height Of	Guidelines For Maximum Plan Dimension	Guideline For Maximum Diagonal Plan Dimension
40 ft	110 ft	125 ft
80 ft	110 ft	125 ft
40 ft *	110 ft *	140 ft *
40 ft	250 ft	300 ft
60 ft	250 ft	300 ft
150 ft	250 ft	300 ft

0 ONE MILE

Bulk Regulated By Height Controls

OPEN SPACE: Any Development Subject To Review

1. **See Chinatown Area Plan**
2. **See Downtown Plan**
3. **See Rincon Hill Plan**

*** Also Applies To Point Towers Where Designated In Urban Design Guidelines For Height Of Buildings.**

MAP APPROVED BY THE BOARD OF SUPERVISORS

The notation below in italics represents a recent amendment to the General Plan that has been approved by the Board of Supervisors after this map was originally adopted. The change will be added to the map during the next map update.

→ *Delete the shaded areas within the Mission Bay area and add a boundary around the Mission Bay area with a line that leads to a reference that states "See Mission Bay North and Mission Bay South Redevelopment Plans." For Assessor's Blocks 3796 (Lots 1 and 2), 3797(Lot 1), and a portion of 3880, place a "t" (cross shape) on the parcels with a similar "t" on the bottom of the page that states "See the Mission Bay Guidelines adopted by the Planning Commission."*

→ *Add a boundary area around the Hunters Point Shipyard area with a line that leads to a reference that states "See Hunters Point Redevelopment Plan."*

→ *Add reference under #2 to Transbay: See Downtown Plan and Transbay Redevelopment Development Controls and Design for Development Plan.*

→ *Delete shadings, add + at AB3796 (lots 1&2), 3797 (lot 7) and part of 3880; and add: "See Mission Bay North and South Redevelopment Plans."*

→ *Add asterisk and add: "See Candlestick Point Special Use District; see applicable planning code provisions."*

→ *Add + under "*Also Applies..." and add: "See Mission Bay Guidelines adopted by the Planning Commission"*

Notation for new bulk designation at Potrero Power Station added

→ *Add a boundary area around the Balboa Park Station plan area with a line that leads to a reference that states "See the Balboa Park Station Area Plan."*

→ *Add a boundary area around the Visitacion Valley Schlage Lock area with a line that leads to a reference that states "See Redevelopment Plan for the Visitacion Valley Schlage Lock Project."*

→ *Add a boundary area around Executive Park with a line that leads to a reference that states "See Executive Park SubArea Plan"*

→ *Delete Assesor's Block 5952, Lot 002 from shaded portion of map, and add a line that leads to a reference that states "See Jewish Home of San Francisco Special Use District, Planning Code Section 249.73, and San Francisco Zoning Map SU011."*

→ *Add asterisk and add: "See Potrero Power Station Special Use District, Planning Code Section 249.87."*

SAN FRANCISCO
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Planning Commission Resolution No. 20639

HEARING DATE: JANUARY 30, 2020

Case No.:	2017-011878 PCA MAP
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-MUD)
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 – (415) 796-8945
Staff Contact:	John M. Francis – (415) 575-9147, john.francis@sfgov.org

RESOLUTION RECOMMENDING THAT THE BOARD OF SUPERVISORS APPROVE AMENDMENTS TO THE PLANNING CODE TO: (1) ESTABLISH THE POTRERO POWER STATION SPECIAL USE DISTRICT; (2) ESTABLISH THE POTRERO POWER STATION MIXED USE DISTRICT; (3) AMEND ZONING MAP 08 TO REZONE THE PROJECT SITE FROM M-2 (HEAVY INDUSTRIAL) AND PDR-1-G (PRODUCTION, DISTRIBUTION, AND REPAIR 1 GENERAL) TO PPS-MU (POTRERO POWER STATION-MIXED USE); (4) AMEND PLANNING CODE HEIGHT AND BULK MAP 08 TO INCREASE THE HEIGHT LIMIT AT THE PROJECT SITE FROM 40-X / 65-X TO 65-PPS / 240-PPS; (5) AMEND PLANNING CODE SPECIAL USE DISTRICT MAP 08 BY ZONING THE PROJECT SITE AS POTRERO POWER STATION SPECIAL USE DISTRICT; AND (6) ADOPT FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND PLANNING CODE SECTION 101.1 AND FINDINGS UNDER PLANNING CODE SECTION 302, AND FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

WHEREAS, on January 14, 2020, Supervisor Shamann Walton and Mayor London Breed introduced an ordinance (Board File 200039) for Planning Code Amendments to establish the Potrero Power Station Special Use District (herein "SUD"), and for Zoning Map Amendments by amending Zoning Maps ZN08, SD08 and HT08, for the Assessor's Blocks and Lots as listed above.

WHEREAS, The Planning Code and Zoning Map Amendments would enable the development of the Potrero Power Station Mixed-Use Project ("Project"). California Barrel Company ("Project Sponsor), the owner of roughly 29 acres at 1201A Illinois Street, submitted an application to the San Francisco Planning Department ("Department") for environmental review on September 15, 2017. The Project is immediately south of Pier 70 and encompasses property currently owned by the Project Sponsor, PG&E, the Port of San Francisco, and the City and County of San Francisco. 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 square feet of entertainment/assembly uses, 50,000 square feet 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, approvals required for the Project include (1) certification of an Environmental Impact Report ("EIR"), (2) Planning Code Zoning Map amendments, (3) General Plan Amendments, (4) Planning Code Text and Map Amendments, (5) the adoption of a Design for Development ("D4D") document to facilitate implementation, and (6) a Development Agreement ("DA") between the Project Sponsor and the City and County of San Francisco; and

WHEREAS, these Planning Code Text Amendments would establish the PPS-MU zoning district, establish the Potrero Power Station SUD, would outline the land use controls for the Project site through the SUD, and would rezone the land currently zoned M-2 (Heavy Industrial) to PPS-MUD (Potrero Power Station Mixed-Use District) and P (Public) designations that are more appropriate for the area and that allow the implementation of the Project. The rezoning would also include rezoning portions of land under Port of San Francisco jurisdiction that are planned for open spaces uses from PDR-1-G (Production, Distribution & Repair-1-General) to P (Public), which is the appropriate zoning designation for public park land. This rezoning also includes re-designating the height and bulk districts within the SUD from 40-X and 65-X to 65/240-PPS; 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 statement of overriding considerations and a Mitigation Monitoring and Reporting Program (MMRP), under Case No. 2017-011878ENV, for approval of the Project, which findings, statement of overriding considerations and MMRP are incorporated by reference as though fully set forth herein; and

WHEREAS, on January 30, 2020, the Commission by Resolution No. 20637 found that the Project, including the actions contemplated in this Resolution, is on balance consistent with the General Plan, as it is proposed to be amended, and the eight Priority Policies of Planning Code Section 101.1. That Resolution is incorporated by reference as though fully set forth herein; and

WHEREAS, on January 30, 2020, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting on the proposed Planning Code Text and Map Amendments and has considered the information included in the File for these Amendments, the staff reports and presentations, public

testimony and written comments, as well as the information provided about the Project from other City departments; and

WHEREAS, a draft ordinance, substantially in the form attached hereto as Exhibit A, approved as to form, would establish the Potrero Power Station SUD, and make other related Planning Code Map amendments.

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

- Section 249.87(n)(5)(A) **Buildings and Privately-Owned Community Improvements Seeking No Modifications.** Within 10 days after the delivery and posting of the staff report on the Design Review Application, the Planning Director shall approve or disapprove the design based on its compliance with the Planning Code, including this Section 249.87, the Design for Development, and the General Plan. If the Design Review Application is consistent with the numeric standards set forth in this Section 249.87 and the Design for Development, the Planning Director's discretion to approve or disapprove the Design Review Application shall be limited to the Application's consistency with the non- numeric elements of the Design for Development and the General Plan. Prior to approval of a Design Review Application for any building and/or Privately-Owned Community Improvement that is 200 feet or more in height, or for the rehabilitation and development of Station A on Block 15 or of Unit 3 on Block 9, the Planning Director shall refer the Design Review Application to the Planning Commission for an informational hearing. Such informational hearing shall consider any pedestrian bridge proposed for attachment to Station A, regardless of whether such bridge is initially proposed as part of the Station A building or an adjacent building that proposes a bridge that would ultimately connect to Station A. In accordance with San Francisco Administrative Code Section 71.5, any Mills Act contract application would also require approval by the Historic Preservation Commission.

- Table 249.87-1. Add new footnote (16) to each row in the column labelled "Retail Sales and Service:" (16) Self Storage uses are conditionally permitted.

- Section 249.87(h)(2)(C): The dwelling unit mix requirement in this subsection (h)(2) shall not apply to buildings for which 100% of the Residential Uses are: Group Housing, Dwelling Units that are restricted to a maximum sales or rental price that is affordable to households earning 150% of Area Median Income or less for Owned Units and 130% of Area Median Income for Rental Units, Single Room Occupancy (SRO) Units, Student Housing, or housing specifically and permanently designated for seniors or persons with physical disabilities, including units to be occupied by staff serving any of the foregoing Residential Uses.

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

1. The Planning Code Amendments would help implement the Potrero Power Station Mixed-Use Project development, thereby evolving currently under-utilized land for needed housing, parks and open space, community facilities and amenities, and other related uses.
2. The Planning Code Amendments would help implement the Potrero Power Station Project, which in turn will provide employment opportunities for local residents during construction and occupancy, as well as community facilities and parks for new and existing residents.
3. The Planning Code Amendments would help implement the Potrero Power Station Project by enabling the creation of a mixed-use and sustainable neighborhood, with new infrastructure. The new neighborhood would improve the site's connectivity, and connect existing neighborhoods to the Central Waterfront.
4. The Planning Code Amendments would enable the construction of a new vibrant, safe, and connected neighborhood, including new parks and open spaces. The Planning Code Amendments would help ensure a vibrant neighborhood with active streets and open spaces, high quality and well-designed buildings, and thoughtful relationships between buildings and the public realm, including the waterfront.
5. The Planning Code Amendments would enable construction of new housing, including new on-site affordable housing, a wide mix of Bayfront waterfront recreational opportunities and other related uses. These new uses would create a new mixed-use neighborhood that would strengthen and complement nearby neighborhoods.

AND BE IT FURTHER RESOLVED, that the Commission finds the Potrero Power Station Planning Code Amendments are in conformity with the General Plan, as it is proposed to be amended, and Planning Code Section 101.1 as set forth in Resolution No. 20637.

AND BE IT FURTHER RESOLVED, that the Commission hereby recommends that the Board of Supervisors adopt the Potrero Power Station Planning Code and Zoning Map Amendments, in substantially the form attached hereto as Exhibit A.

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

Jonas P. Ionin
Commission Secretary

AYES: Diamond, Fung, Koppel, Melgar, Moore

NOES: None

ABSENT: Johnson, Richards

ADOPTED: January 30, 2020

[Planning Code, Zoning Map - Potrero Power Station Special Use District]

Ordinance amending the Planning Code and Zoning Map to establish the Potrero Power Station Special Use District, generally bound by 22nd Street and the southern portion of the newly created Craig Lane to the north, the San Francisco Bay to the east, 23rd Street to the south and Illinois Street to the west; and making findings under the California Environmental Quality Act, findings of consistency with the General Plan and the eight priority policies of Planning Code, Section 101.1, and findings of public necessity, convenience, and welfare under Planning Code, Section 302.

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

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

Section 1. Planning and Environmental Findings.

(a) In companion legislation adopting a Development Agreement associated with the Potrero Power Station Mixed-Use Project, the Board of Supervisors adopted environmental findings pursuant to the California Environmental Quality Act (CEQA) (California Public Resources Code Sections 21000 et seq.), the CEQA Guidelines (14 Cal. Code Reg. Sections 15000 et seq.), and Chapter 31 of the Administrative Code. The Board adopts these environmental findings as though fully set forth herein in relation to this ordinance. A copy of said companion legislation is in Board of Supervisors File No. _____ and it and its environmental findings are incorporated herein by reference.

(b) In companion legislation adopting General Plan amendments associated with the Potrero Power Station Mixed-Use Project, the Board of Supervisors adopted findings that the actions contemplated in this ordinance are consistent, on balance, with the City's General Plan and eight priority policies of Planning Code Section 101.1. The Board incorporates these findings by reference and adopts these findings as though fully set forth herein in relation to this ordinance. A copy of said companion legislation is in Board of Supervisors File No. _____.

(c) Pursuant to Planning Code Section 302, this Board finds that this Planning Code amendment will serve the public necessity, convenience, and welfare for the reasons set forth in Planning Commission Resolution No. _____ and adopted on _____, 2019, and the Board adopts such reasons as its own. A copy of said resolution is on file with the Clerk of the Board of Supervisors in File No. _____ and is incorporated herein by reference.

Section 2. The Planning Code is hereby amended by adding Section 249.87, to read as follows:

SEC. 249.87. POTRERO POWER STATION SPECIAL USE DISTRICT.

(a) ***Purpose and Boundaries.*** *A Special Use District entitled the "Potrero Power Station Special Use District" (the SUD) is hereby established, generally bounded by 22nd Street and the southern portion of the newly created Craig Lane to the north, the San Francisco Bay to the east, 23rd Street to the south, and Illinois Street to the west, in the southeast part of San Francisco. The precise boundaries of the SUD are shown on Sectional Map SU08 of the Zoning Map. The purpose of the SUD is to implement the land use controls for the Potrero Power Station Mixed-Use Project, which is subject to a Development Agreement, approved by the Board of Supervisors in the ordinance contained in Board File No. _____. The Project will provide several benefits to the City, such as a significant amount of publicly accessible open space and Community Facilities, increased public access to the*

waterfront, neighborhood-serving retail, extensive infrastructure improvements, and affordable housing, while creating jobs, housing, and a vibrant community.

(b) ***Role of the Port****. Within the SUD, certain open space properties are subject to the jurisdiction of the Port of San Francisco. The Developer will develop, operate and maintain the public parks and open spaces subject to the Public Trust in accordance with a lease with the Port. A copy of the lease with the Port is on file with the Clerk of the Board of Supervisors in Board File No. _____.*

(c) ***Relationship to Other Planning Code Provisions.*** *Applicable provisions of the Planning Code shall control except as otherwise provided in this Section 249.87. If there is a conflict between other provisions of the Planning Code and this Section 249.87, this Section 249.87 shall prevail.*

(d) ***Relationship to Design for Development.*** *The Design for Development, adopted by the Planning Commission by Motion _____ on January 30, 2020, and as may be periodically amended, sets forth design and land use standards and guidelines applicable within the SUD. A copy of the Design for Development is on file with the Clerk of the Board of Supervisors in Board File No. _____. Any capitalized term in this Section 249.87, and not otherwise defined in this Section or elsewhere in the Planning Code shall have the meaning ascribed to it in the Design for Development. This Section, remainder of the the Planning Code, and the Design for Development shall be read and construed together so as to avoid any conflict to the greatest extent possible. If there is a conflict between the Design for Development and either this Section or the remainder of the Planning Code, this Section or the other provision of the Planning Code shall prevail. Subject to Section 249.87(c), if a later amendment to any provision of the Planning Code, including this Section 249.87, results in a conflict with the Design for Development, such amended Planning Code provision shall prevail. Amendments to the Design for Development may be made by the Planning Commission, but if there is a conflict between an amendment to the Design for Development and this Section or the remainder of the*

Planning Code, as applicable, this Section or other provision of the Planning Code shall prevail unless and until such time as this Section or the remainder of the Planning Code is amended to be consistent with the amendment to the Design for Development.

(e) ***Relationship to the Development Agreement****. This Section 249.87 shall be read and construed consistent with the Development Agreement, and all development within the Project Site that is subject to the Development Agreement shall satisfy the requirements of the Development Agreement for so long as the Development Agreement remains in effect.*

(f) ***Definitions.*** *For purposes of this Section 249.87, the following definitions shall apply. If not expressly superseded by definitions set forth in this subsection (f), all definitions of the Planning Code shall apply.*

"Apparent Face, Maximum" means the maximum length of any unbroken plane of a given building elevation.

"Base (Podium)" means the lower portion of a midrise or highrise tower that extends vertically to a height of up to 90 feet.

"Bicycle Cage / Storage Room" means a location that provides bicycle storage within an enclosure accessible only to building residents, non-residential occupants, and employees.

"Block" means an area of land bounded by public or private Right-of-Way and/or park.

"Building Project" or "Building" means the construction of a building or group of buildings undertaken as a discrete project distinct from and not a part of the overall Project.

"Building Standards" means the standards applicable to Building Projects and any associated privately-owned open spaces within the SUD, consisting of the standards specified in subsection (h) below and the standards and guidelines identified as such in the Design for Development. It does not mean Building Code requirements under either the California, the San Francisco, or the Port Building Codes, which this Section 249.87 and the Design for Development do not override.

"Cart" means a mobile structure used in conjunction with food service and/or retail uses, that operates intermittently in a publicly accessible open space, and that is removed daily from such open space during non-business hours.

"City" means the City and County of San Francisco.

"Community Facility" has the meaning as set forth in Planning Code Section 102 as amended from time to time, except that it also includes transit support facilities.

"Corner" means the first 30 feet extending from the intersection of two right-of-ways or a right-of-way and an open space along the Frontage of a building.

"Developer" means the California Barrel Company, LLC, a Delaware limited liability company, or its successor(s).

"Development Agreement" means the Development Agreement by and between the City and the Developer, relative to the Project, approved by the Board of Supervisors by the ordinance in Board File No. _____, as the Development Agreement may be amended from time to time.

"Floorplate" means the gross area of a given floor of a building as bounded by the exterior walls of a floor, without any exclusions or deductions otherwise permitted under the definition of Gross Floor Area.

"Frontage" means the vertical exterior face or wall of a building and its linear extent that is adjacent to or fronts on a street, right-of- way, or open space.

"Gross Floor Area" has the meaning set forth in Planning Code Section 102 for C-3 districts, except that the following exemptions from that definition shall not apply to any new construction, and shall apply only to existing buildings on the Project Site that are rehabilitated or reused as part of the Project such as Unit 3 or Station A: (1) ground floor area devoted to building or pedestrian circulation and building service, and (2) space devoted to personal services, restaurants, and retail sales of goods intended to meet the convenience shopping and service needs of area workers and residents, not to

exceed 5,000 occupied square feet per use and, in total, not to exceed 75% of the area of the ground floor of the building plus the ground level, on-site open space.

"Kiosk" means a Building or other structure that is set upon the ground and is not attached to a foundation, such as a shipping container, trailer, or similar structure, from which food service and/or retail business is conducted. A Kiosk operates in a publicly accessible open space, and remains in place until the business operation is terminated or relocated.

"Major Modification" means a deviation of 10% or more from any dimensional or numerical standard in the Planning Code, this Section 249.87 or in the Design for Development, except as explicitly prohibited per subsection (k) below.

"Micro-Retail" is defined as Retail Sales and Service Uses that are 1,000 square foot or smaller.

"Mid-Block Alley" means a publicly-accessible alley that runs the entire length of the Block, generally located toward the middle of the subject Block, and perpendicular to the subject Frontage, and connecting to any existing streets and alleys. A Mid-Block Alley may be open to both pedestrian and vehicular traffic, and must have at least 60% of the area of the alley open to the sky.

"Mid-Block Passage" means a publicly-accessible passage that runs the entire length of the building, generally located toward the middle of the subject Block face, perpendicular to the subject Frontage, or diagonal across the Block, and connecting to any existing streets and alleys. A Mid- Block Passage is accessible only to pedestrians and may be completely covered.

"Minor Modification" means a deviation of less than 10% from any dimensional or numerical standard in the Planning Code, this Section 249.87 or in the Design for Development, except as explicitly prohibited per subsection (k) below, or any deviation from any non-numerical standard in the Design for Development. Minor Modification also includes a deviation of greater than 10% necessitated as a result of changes to the following Planning Code sections enacted after the Effective Date of the Development Agreement: the car share parking requirements per Section 166; freight

loading requirements per Section 154; bicycle parking requirements per Section 155; and shower and locker requirements of Section 155.4, if such deviation is commensurate with the avoided (i) displacement of any required ground floor uses (including PDR) per subsection (g)(8), (ii) the displacement of building or mechanical service areas necessary for the operation of the building, or (iii) new obligation that would require the construction of a subsurface floor that would otherwise not be constructed.

"Power Station Design for Development" or "Design for Development" shall mean the Potrero Power Station Design for Development adopted by Planning Commission Motion [_____], as may be amended from time to time. The Design for Development is incorporated into this Section 249.87 by reference.

"Privately-Owned Community Improvement," means those facilities and services that are privately-owned and privately-maintained, at no cost to the City (other than any public financing set forth in the Financing Plan, Exhibit C to the Development Agreement), for the public benefit, but not dedicated to the City. Privately-Owned Community Improvements include certain pedestrian paths, alleys (such as Craig Lane), storm drainage facilities, open spaces, and community or recreation facilities to be built on land owned by Developer, or on land owned by the City subject to the appropriate permits.

"Project" means the Potrero Power Station Mixed-Use Project.

"Project Site" means the approximately 29-acre site comprised of the various subareas shown on Figure 249.87-1 that is within the Special Use District.

"Projection" means a part of a building surface that extends outwards from the primary façade plane. Projections may include balconies, bay windows and other architectural features. Projections may extend into the building Setback or the public Right-of-Way. A Projection that extends into the public right-of-way is also an Encroachment.

"Public Trust" refers to tidal and submerged lands subject to jurisdiction of the Port and held in trust for the common use by the people for commerce, navigation, and fisheries.

"Setback" means the required or actual distance between the vertical edges of a building above a specified height, or between the vertical edge of a building and the property line. The Setback may either start at grade creating an open space provided between the property line and the primary built structure, or it may start above a specified height for the purpose of bulk reduction in the mass of the building. The ground area created by a Setback imposed at the ground floor level may be dedicated for public use or may be private space between the public Right-of-Way and the building mass.

"Social Spaces" are areas that are communal and shared within a building used by building users, such as fitness rooms, workshops for hands-on projects and to conduct repairs, leasing offices, shared kitchens, resident libraries or reading rooms, community rooms, children's playrooms and classrooms, which may also serve as general assembly rooms, communal kitchens, conferences rooms, employee break rooms, and waiting areas.

"Streetwall" means a continuous façade of a building and/or buildings along a street Frontage.

"Transparent Frontage" means the condition in which glass, glazing, window, or other building feature allows visibility into the building interior. Does not include heavily tinted or highly mirrored glass.

"Upper Building (Tower)" is the portion of a midrise or highrise tower above the Base.

(g) ***Uses.***

(1) ***Potrero Power Station Special Use District Zoning Designations.*** *As shown on the Zoning Map, the Potrero Power Station Special Use District is co-terminus with the Potrero Power Station Mixed Use District (PPS-MU), and the Public Trust Property zoned Public (P). This Special Use District in Section 249.87 and other Sections referenced herein establish all zoning controls for the PPS-MU district.*

(2) ***Permitted Uses.*** *The following Uses set forth in Table 249.87-1: Potrero Power Station Uses shall be permitted within the different Blocks of the SUD shown in Figure 249.87-1, where P means Permitted Use and NP means Non-permitted Use.*

Figure 249.87-1 Potrero Power Station Land Use Plan

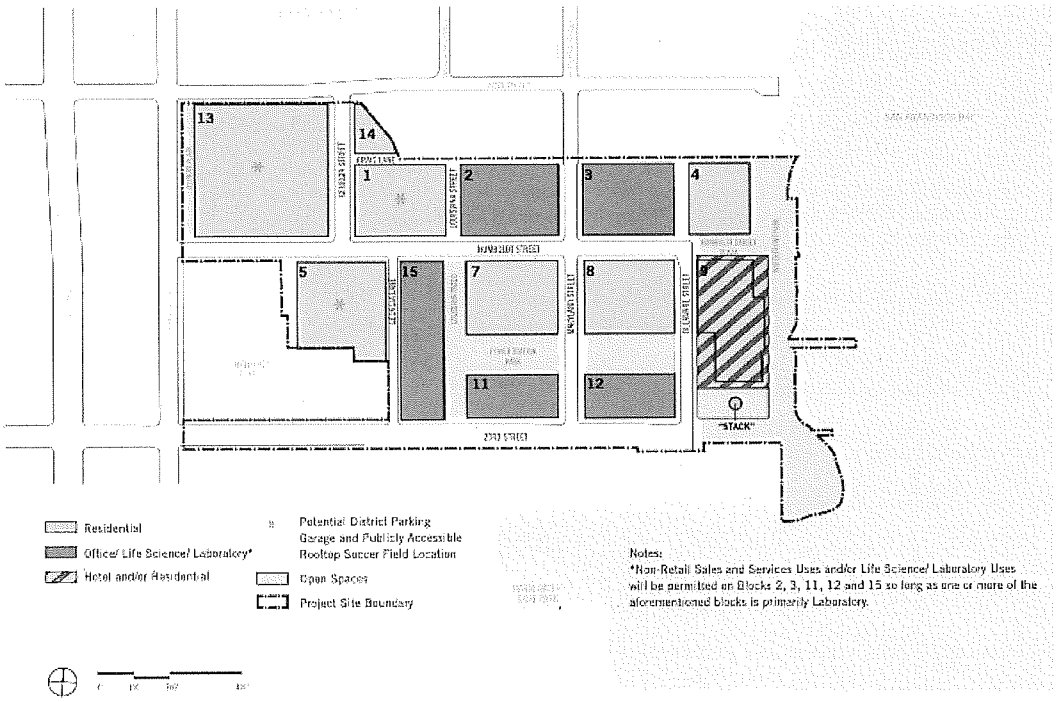

Table 249.87-1: Potrero Power Station Land Uses*

Power Station Blocks	Residential Uses	Institutional Uses	Retail Sales and Service Uses	Non-Retail Sales and Service (including Office Uses)	Entertainment, Arts, and Recreation Uses	PDR Uses	Laboratory Uses	Life Science Uses	Utility and Infrastructure Uses	Parking Garage, Public
Block 1	P	P(1)	P(2)(7)	P(8)	P(3)(9)	P(5)	NP	NP	NP(12)	P(14)
Block 2	NP	P(1)	P(2)(7)	P(13)	P(3)(9)	P(5)	P(13)	P(13)	NP(12)	NP
Block 3	NP	P(1)	P(2)(7)	P(13)	P(3)(9)	P(5)	P(13)	P(13)	NP(12)	NP
Block 4	P	P(1)	P(2)(7)	P(8)	P(3)(9)	P(5)	NP	NP	NP(12)	NP
Block 5	P	P(1)	P(2)(7)	P(8)	P(3)(9)	P(4)	NP	NP	NP(12)(6)	P(14)
Block 6	Block Omitted from Land Use Plan									
Block 7	P	P(1)	P(2)(7)	P(8)	P(3)(9)	P(5)	NP	NP	NP(12)	NP
Block 8	P	P(1)	P(2)(7)	P(8)	P(3)(9)	P(5)	NP	NP	NP(12)	NP
Block 9	P	P(1)	P(10)	P(8)	P(3)(11)	P(5)	NP	NP	NP(12)	NP
Block 10	Block Omitted from Land Use Plan									
Block 11	NP	P(1)	P(2)(7)	P(13)	P(3)(9)	P(4)	P(13)	P(13)	NP(12)	NP
Block 12	NP	P(1)	P(2)(7)	P(13)	P(3)(9)	P(4)	P(13)	P(13)	NP(12)	NP
Block 13	P	P(1)	P(2)(7)	P(8)	P(3)(9)	P(4)	NP	NP	NP(12)(6)	P(14)
Block 14	P	P(1)	P(2)(7)	P(8)	P(3)(9)	P(5)	NP	NP	NP(12)	NP
Block 15	NP	P(1)	P(2)(7)	P(13)	P(3)(9)	P(5)	P(13)	P(13)	NP(12)	NP
The Stack	NP	NP	P(2)	NP	P(3)	NP	NP	NP	NP(12)	NP
Public and Private Open Space	NP	NP	P(15)	NP	NP	NP	NP	NP	NP	NP

Notes:

** This Special Use District shall not become operative as to Block 13, Block 14, and a portion of Block 1, until the occurrence of a specified condition set forth in Section 6 of the ordinance in Board File No. _____, enacting this Section 249.87.*

(1) Hospital is NP. P at basement, ground floor, and mezzanine only for majority Residential buildings; provided that Residential Care Facility and Child Care Facility are permitted on all floors.

1 *(2) Hotel is NP.*

2 *(3) Livery Stables are NP.*

3 *(4) Automobile Assembly, Agricultural and Beverage Processing 1, Arts Activities, Business Services,*

4 *Catering, Light Manufacturing, Metal Working, Trade Shop, Wholesale Sales are P at the basement*

5 *level, ground floor, 2nd floor, and mezzanine only. Other PDR Uses are NP.*

6 *(5) Agricultural and Beverage Processing 1, Light Manufacturing, Arts Activities, Business Services,*

7 *Catering, Trade Shop Wholesale Sales are P at the basement level, ground floor, 2nd floor, and*

8 *mezzanine only.*

9 *(6) Public Utility Yard and Storage Yards are P.*

10 *(7) P at the basement level, ground floor, mezzanine, and 2nd floor only; on Blocks 2, 3, 11, 12, and 15,*

11 *and Block 9 if Block 9 is majority non-residential, Bar, Tourist Oriented Gift Store, Specialty Grocery,*

12 *Gym, Liquor Store, Limited Restaurant, General Restaurant, Instructional Service, and Retail Personal*

13 *Service Uses are P on rooftops; other Retail Uses are NP on rooftops.*

14 *(8) P at the basement level, ground floor, and mezzanine only.*

15 *(9) P at the basement level, ground floor, mezzanine, and 2nd floor; on Blocks 2, 3, 11, 12, and 15, and*

16 *Block 9 if Block 9 is majority non-residential, Arts Activities, General Entertainment, Nighttime*

17 *Entertainment, Open Recreation Area, Outdoor Entertainment, and Passive Outdoor Recreation Uses*

18 *are P on rooftops; other Entertainment, Arts, and Recreation Uses are NP on rooftops.*

19 *(10) Hotel is P. Bar, Tourist Oriented Gift Store, Specialty Grocery, Gym, Liquor Store, Limited*

20 *Restaurant, General Restaurant, Instructional Service, and Retail Personal Service Uses are P on*

21 *rooftops; other Retail Uses are NP on rooftops. Only one rooftop bar shall be permitted on Block 9. If*

22 *building is majority Residential, P at the basement level, ground floor, mezzanine, 2nd floor and 3rd*

23 *floor only.*

24 *(11) If building is majority non-residential, P on all floors and rooftop, provided that only Arts*

25 *Activities, General Entertainment, Nighttime Entertainment, Open Recreation Area, Outdoor*

Entertainment, and Passive Outdoor Recreation Uses P on rooftops; other Entertainment, Arts, and Recreation Uses are NP on rooftops. If building is majority Residential, P at the basement level, ground floor, mezzanine, 2nd floor, and 3rd floor only.

(12) Wireless Telecommunications Services (WTS) Facility, Macro and Wireless Telecommunications Services (WTS) Facility, Micro are P.

(13) Consistent with the Phasing Plan of the Development Agreement, one or more of Blocks 2, 3, 11, 12, or 15 must be deed restricted for Life Science/Laboratory Uses.

(14) Up to one District Parking Garage is permitted but not required and may be located only on Blocks 1, 5, or 13. The maximum amount of parking that may be located in the Garage is subject to the parking maximums for the Project as built, less the amount of parking that is developed in each individual building. The maximum height of the Parking Garage shall be 90 feet. The rooftop of the District Parking Garage shall be used as a publicly accessible recreational sports field.

(15) Only Carts and Kiosks permitted.

(3) ***Temporary Uses.*** *Temporary Uses are permitted consistent with Planning Code Sections 205.1 through 205.4, subject to the following:*

(A) Temporary Uses listed in Section 205.1(d) may be authorized for a period of up to 180 days. Retail Sales and Service Uses as well as Entertainment, Arts, and Recreation Uses that are permitted as a principal Use pursuant to Table 249.87-1 may be authorized for a period of up to 180 days as a Temporary Use.

(B) Temporary uses listed in Section 205.3 may be authorized for a period up to 72 hours per event for up to 12 events per year.

(C) Carts may be permitted as Temporary Uses pursuant to Section 205.4.

(4) ***Carts and Kiosks****. Any approved Carts and Kiosks shall only be permitted in the numbers reflected in Table 249.87-2, shall not block accessible paths of travel or areas for Emergency*

Vehicle Access, and shall have a footprint of 200 square feet or less. Kiosks are permitted in the same manner as other permanent uses.

Table 249.87-2 Standards for Location of Carts and Kiosks

USE/LOCATION	LOUISIANA PASEO	POWER STATION PARK	HUMBOLDT STREET PLAZA	BLOCK 9 OPEN SPACE	STACK PLAZA	WATERFRONT PARK
Cart (not larger than 200 square feet)	Limit of 1 in this open space	Limit of 2 in this open space	Limit of 1 in this open space	Not permitted	Not permitted	Limit of 3 in this open space
Kiosk (not larger than 200 square feet)	Limit of 1 in this open space	Limit of 1 in this open space	Limit of 1 in this open space	Not permitted	Not permitted	Limit of 1 in this open space

(5) ***Interim Uses.*** *Prior to completion of the Project, certain interim uses may be authorized for a period not to exceed five years by the Planning Director, without a public hearing if the Planning Director finds that such Interim Use will not impede orderly development consistent with this Section 249.87, the Design for Development, and the Development Agreement. Any authorization granted pursuant to this subsection 249.87(g)(5) shall not exempt Applicant from obtaining any other permit required by law. Additional time for such uses may be authorized upon a new application for the proposed Interim Use. Permitted Interim Uses shall include, but are not limited to:*

(A) Retail Sales and Services;

(B) Entertainment, Arts, and Recreation, including but not limited to temporary art installations, exhibits, and sales, recreational facilities and uses (such as play and climbing structures and outdoor fitness classes), and temporary structures to accommodate events (such as stages, seating, and support facilities for patrons and operations);

(C) Public and Private Parking Lots, if accessory to other permitted, temporary, or interim uses;

(D) PDR;

(E) Educational activities, including but not limited to after-school day camp and activities;

(F) Site management service, administrative functions, and customer amenities and associated loading;

(G) Rental or sales offices incidental to new development; and

(H) Trailers, recreational vehicles, or other temporary housing for construction workers, seasonal labor, or other workforce employment needs.

(6) ***Outdoor Activity Areas.***

(A) Outdoor Activity Areas as defined in Section 102 are permitted.

(B) ***Waterfront Outdoor Food Service Areas****. Permanent, semi-permanent and movable furnishings such as tables, chairs, umbrellas, heat lamps, and fire pits for eating and drinking use shall be permitted on the east side of the buildings constructed on Blocks 4 and 9. The shaded areas in Figure 249.87-2 indicate potential locations for this use. Food service areas must remain clear of the Blue Greenway at all times. Within these areas, up to 60% of the area may be reserved for exclusive use by eating and drinking establishments during business hours. This reserved area may be contiguous. The remainder of these areas shall also feature similar seating amenities, shall be open to the public and shall not require patronage of any eating and drinking establishment. Public seating should be of high quality and differentiated from reserved seating at adjacent eating and drinking establishments. Signage shall be provided to clearly indicate that public seating is open to the public without having to patronize the eating and drinking establishment.*

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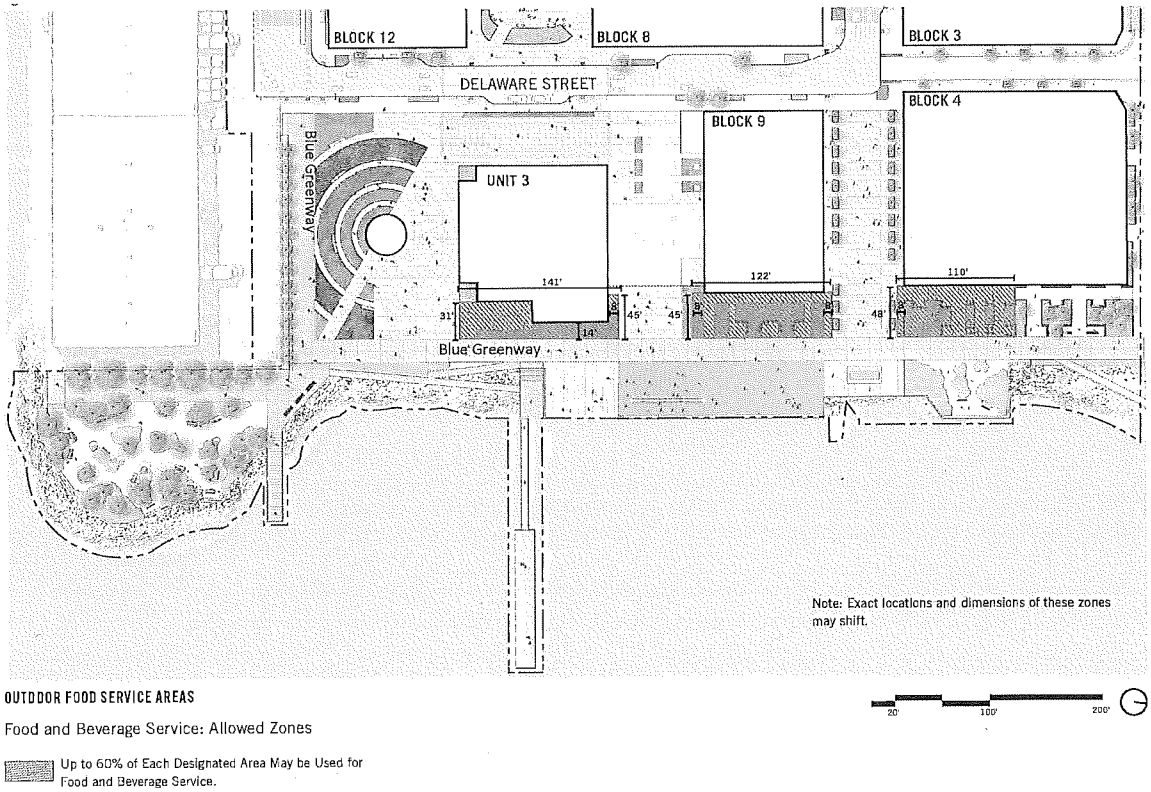
Figure 249.87-2 Waterfront Park Outdoor Food Service Areas



(7) ***Nonconforming Uses.*** *Nonconforming uses and structures may be continued and are otherwise subject to Sections 181-183 and 188 of the Planning Code.*

(8) ***Ground Floor Use Requirements.*** *Within this SUD, only the ground floor controls contained in the SUD shall apply. Ground Floor Uses shall be consistent with Section 145.1, subject to the following:*

(A) ***Active Uses****: Consistent with subsection (g)(8)(C), only the following Uses shall be considered a active uses: Retail, Sales and Service Use; PDR Use; Institutional Use; Entertainment, Arts, and Recreation Use; Non-Retail, Sales and Service Use; and Residential Use; and Lobbies up to 40 feet in width or 25% of building frontage, whichever is larger. With the exception of*

space for parking and loading access, building egress, and access to mechanical systems, space for active uses must be provided within the first 25 feet of building depth on the ground floor for 100% of the shaded Active Use, Priority Retail, and Priority PDR Frontage zones identified in Figure 249.87-3, unless specified otherwise in subsection (g)(8)(C).

(B) ***Active Use for Lane Frontages****. In addition to the active uses permitted under subsection (g)(8)(A), the following shall be considered an active uses for areas shown as Lane Frontages in Figure 249.87-3: building insets of at least 4 feet in depth at the ground floor for pedestrian amenities, including permanent, semi-permanent, and movable furnishings such as tables, chairs, umbrellas; and Public Art, such as a wall mural, at least 15 feet in height measured from ground level.*

(C) ***Active Use Requirements****:*

(i) Non-Retail, Sales and Service Use may occupy up to a maximum of 50% of the building Frontage including, any accessory mail rooms and bicycle storage rooms, which must have direct access to the street or lobby space.

(ii) Non-Retail, Sales and Service Use and Institutional Use shall provide Social Spaces (as defined in this Section 249.87).

(iii) Residential Uses shall have dwelling units with direct access to a street or public open space.

(iv) Micro-Retail Uses shall be provided within the first 10 feet of building depth.

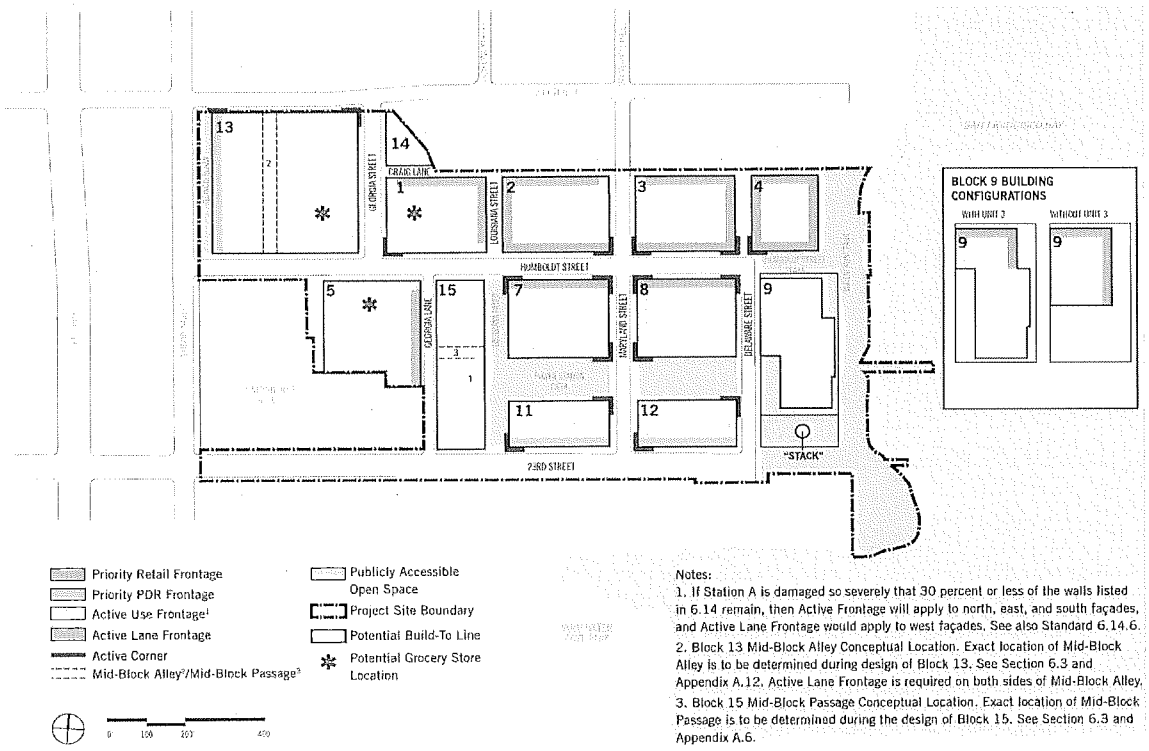
(v) Social Spaces, including those provided pursuant to subsection (g)(C)(ii) shall be provided within the first 15 feet of building depth, at the front of the space, and oriented toward the street.

(vi) Within Priority Retail Frontage zones, a minimum of 50% of the active uses shall be Retail, Sales and Service Uses to a depth of 40 feet.

(vii) Within Priority PDR Frontage zones, a minimum of 75% of the active uses shall be PDR Uses to a depth of 40 feet, except that if Childcare and/or Community Facilities are provided within the subject Priority PDR Frontage(s), then a minimum of 50% of the active uses shall be limited to PDR uses.

(viii) Within Active Corners, as shown in Figure 249.87-3, only the following active uses are permitted for a minimum of 30 feet of the Frontage from each corner: (1) Retail, Sales, and Service Use; (2) Entertainment, Arts, and Recreation Use; and (3) Community Facility Use.

Figure 249.87-3: Ground Floor Uses



(h) ***Building Standards.*** *Building Standards shall be as follows, unless modified in accordance with subsection (k) below.*

(1) ***Dwelling Unit Density****. There shall be no residential density limit or maximum floor area ratio within the SUD.*

(2) ***Required Residential Dwelling Unit Mix.***

(A) No less than 30% of the total number of proposed dwelling units in each building or phase in a Development Phase Approval shall contain at least two bedrooms. Any fraction resulting from this calculation shall be rounded to the nearest whole number of dwelling units.

(B) No less than 10% of the total number of proposed dwelling units in each building or phase in a Development Phase Approval shall contain at least three bedrooms. Any fraction resulting from this calculation shall be rounded to the nearest whole number of dwelling units. Units counted towards this requirement may also count towards the requirement for units with two or more bedrooms as described in subsection (A) above.

(C) The dwelling unit mix requirement in this subsection (h)(2) shall not apply to buildings for which 100% of the Residential Uses are: Group Housing, Dwelling Units that are restricted to a maximum sales or rental price that is affordable to households earning 150% of Area Median Income or less, Single Room Occupancy (SRO) Units, Student Housing, or housing specifically and permanently designated for seniors or persons with physical disabilities, including units to be occupied by staff serving any of the foregoing Residential Uses.

(3) ***Building Height Limits.***

(A) ***Measurement of Height****. Building heights are to be measured from the highest point of finished grade along the property line of the parcel on which the building is located, up to the highest point of the uppermost structural slab in the case of a flat roof; or up to the average height of the rise in the case of a pitched or stepped roof, or similarly sculptured roof form.*

(B) ***Maximum Building Height.*** *For purposes of the SUD, the height limits shall be as set forth in Section Map HT08 of the Zoning Map and as further limited and detailed in Figure 249.87-4: Building Height Maximums, and as further governed by this Section 249.87. The*

following rooftop elements may project above given height limits without regard to horizontal area with the condition that:

(i) On rooftops between 45 feet and 100 feet in height, rooftop elements greater than four feet in height must be set back at a minimum ratio of 1.2 feet in a horizontal dimension from the roof edge for every one foot that they exceed the maximum height limit;

(ii) On Upper Building rooftops, mechanical features must be screened or enclosed;

(iii) Enclosed structures designed for human occupancy may not exceed 25% of the total roof area of a building (including roof areas of the same building at different elevations);

(iv) The sum of the horizontal areas of the following rooftop elements may not exceed 40% of the total horizontal area of the roof of the building, and may project for the number of feet above the permitted height limit as follows:

a. Elevator, stair and mechanical penthouses, and other mechanical equipment and appurtenances necessary to the operation or maintenance of the building or structure itself, such as chimneys, ventilators, plumbing vent stacks, and/or cooling towers together with visual screening for any such features, all up to 20 feet in height. Elevators, stair and mechanical penthouses may exceed 20 feet in height as required by the California Code of Regulations.

b. On the roof of majority Residential buildings, structures related to the recreational use of the rooftop (e.g. greenhouses, sheds for the storage of furniture or equipment, hot tub enclosures, changing rooms, etc.) up to 16 feet in height.

c. On the roof of majority non-residential buildings, Retail structures up to 16 feet in height containing one or more of the uses permitted in Table 249.87-1. Any enclosed space for these uses shall not exceed 5,000 square feet of Gross Floor Area and, other than on

Block 9, shall be accompanied by one square foot of Publicly Accessible Open Space for each square foot of Gross Floor Area.

d. Enclosed restrooms up to 10 feet in height.

(v) On buildings that contain majority Laboratory Use, mechanical features necessary to building operations related to Laboratory facilities may exceed 40% of the horizontal area of the roof provided they do not contain space for human occupancy;

(vi) The following rooftop elements may project above given height limits without regard to horizontal area:

a. Non-occupied architectural features, including non-permeable wind screens, up to 10 feet in height on buildings between 45 and 100 feet (with a minimum Setback of five feet from the roof edge) and up to 20 feet on Upper Buildings above the maximum permitted building height, except on Block 7, where these features may extend up to 10% vertically above the maximum permitted building height;

b. Unenclosed structures related to unroofed publicly accessible recreation facilities, such as sports fields and swimming pools, including lighting required for the nighttime enjoyment of rooftop fields, all up to 60 feet in height, and/or fencing, goal boxes and other sports equipment, netting or other semi-transparent enclosure necessary for the safe enjoyment of unroofed recreation facilities, all up to 30 feet in height;

c. Furniture and other unenclosed features intended to allow for the habitable use of the rooftop, including, but not limited to tables, chairs, umbrellas, lighting, canopies, lattices, sunshades, and trellises, all up to a height of 10 feet;

d. Photovoltaic panels;

e. Equipment and appurtenances necessary to Living Roofs as defined in Planning Code Section 149;

f. Wireless Telecommunications Services Facilities and other antennas, dished and towers and related screening elements;

g. Landscaping features, with a maximum height of 48 inches for planters or other non-plant materials;

h. Trees and plants;

i. Decking, up to three feet in height;

j. Flagpoles and flags;

k. Cranes, scaffolding and batch plants erected temporarily at active construction sites; and

l. Railings, parapets and catwalks, up to four feet in height.

(vii) Permitted above-grade pedestrian connections for Turbine Plaza.

(C) ***Height of Existing Structures****. The existing heights for Unit 3 (131 feet) and the Stack (300 feet) are permitted. In the event that the Stack collapses or is otherwise damaged beyond repair, permitted heights shall be those applicable to open space. Should Unit 3 be demolished, the height limit for Block 9 shall be 125/85 feet, as set forth on Sectional Map HT08 of the Zoning Map and as further limited and detailed in Figure 249.87-4.*

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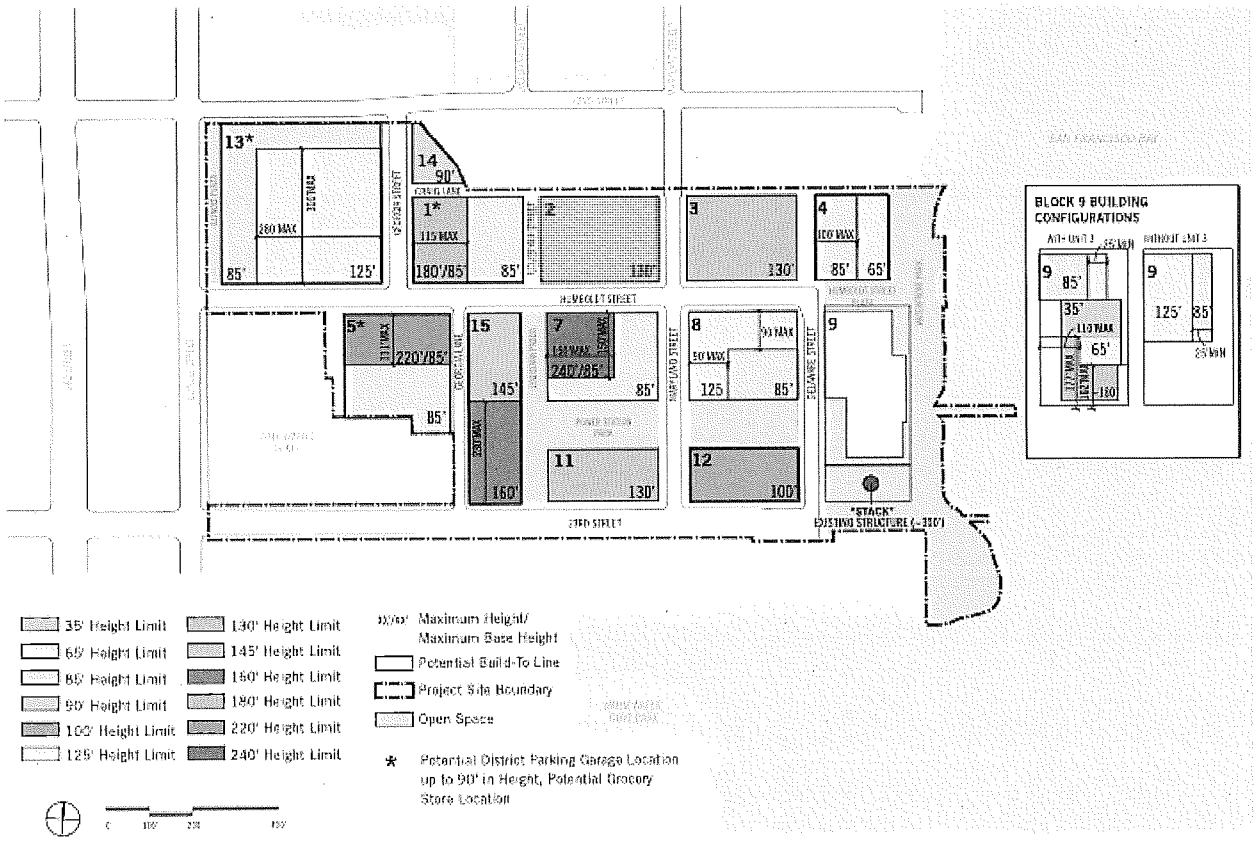
Figure 249.87-4: Building Heights Maximum



(4) ***Bulk****. The following bulk controls, summarized in Table 249.87-3, apply only to building heights greater than 145 feet: the Upper Buildings of the midrise towers on Block 1, and the highrise towers on Blocks 5 and 7. For purposes of this subsection a midrise tower is a building between 146 and 180 feet in height and a highrise tower is a building between 181 and 240 feet in height. Unless otherwise stated, these controls do not apply to Block 15 with or without Station A.*

(A) The maximum average Floorplate of the Upper Building is defined as the sum of the area of all of the Floorplates of the Upper Building, divided by the number of floors in the Upper Building.

(B) The Maximum Plan Dimension of an Upper Building is the greatest plan dimension parallel to the longest side of the building at any given level of the Upper Building. The

Maximum Diagonal Dimension of an Upper Building is the greatest horizontal distance between two opposing points at any level of the Upper Building. Maximum Plan and Maximum Diagonal Dimension do not apply to balconies, cornices, decorative Projections, unenclosed building elements, or other unenclosed obstructions permitted by Planning Code Section 136.

(C) The Maximum Apparent Face shall be a maximum of 120 feet of the Upper Building. The Maximum Apparent Face shall be offset with a change in plane of at least five feet in depth. This change in plane must be accompanied by a change in height of the roof form (which may be a reduction or increase in the height of the roof screen) of at least five feet and/or a change in material. The required change in plane may occur by curving the face of the building.

(D) For buildings with curved façades, on those portions of the façade that are curved, the Maximum Apparent Face shall be measured as the plan dimension between the end points of each arc. If the building is a circle or ellipse, the Maximum Apparent Face shall be measured as the longest diameter of the circle or ellipse.

(E) For Block 15 without Station A, the building above the 65-foot setback shall achieve a 15% average reduction in square footage for all floors. The reduction shall apply relative to a baseline floorplate of 47,089 square feet (i.e. the footprint of Station A) for construction up to 145 feet and a baseline floorplate of 24,955 square feet for construction between 145 feet and 160 feet.

(F) Sculpting of Vertical Addition to Station A on Block 15. New construction of a vertical addition to Station A on Block 15 is subject to the building height maximums for Block 15 shown on Figure 249.87-4, and shall achieve a 15% reduction in overall exterior volume for all mass above the existing Station A walls. The reduction shall apply relative to a baseline floorplate of 47,089 square feet (i.e. the footprint of Station A) for construction up to a height of 145 feet, and a baseline floorplate of 24,955 square feet for construction between 145 feet and 160 feet in height.

(i) Assuming the existing Station A walls are an average of 65 feet in height, the overall volume allowed above shall be calculated as follows:

A	*Floorplate up to 145' x height between Station A walls and 145' = volume A*	*47,089 square feet x 80 feet = 3,767,120 cubic feet*
B	*Floorplate above 145' x height above 145' = volume B*	*24,955 square feet x 15 feet = 374,325 cubic feet*
C	*A + B = total volume*	*3,767,120 cubic feet + 374,325 cubic feet = 4,141,445 cubic feet*
D	*C x 0.85 = maximum buildable volume*	*4,141,445 cubic feet x 0.85 = 3,520,228 cubic feet*
E	*C x 0.15 = required volumetric reduction*	*4,141,445 cubic feet x 0.15 = 621,217 cubic feet*

(ii) The 15% reduction may be achieved by providing setbacks, a Vertical Hyphen, or a combination of these or other sculpting strategies. Where a Vertical Hyphen is utilized as a design element, it shall be at least 10 feet in depth and at least one story in height beginning at the height of the cornice of the existing walls of Station A.

(iii) A project applicant may request and the Planning Director may grant a waiver from the 15% reduction requirement if the Planning Director determines that new construction on Block 15 above the height of the Station A walls demonstrates superior design quality consistent with the provisions of this Section 249.87 and with the following sculpting purposes:

a. Differentiation in mass from the existing Station A structure below;

b. Reduction in mass to ensure that development on Block 15 does not overwhelm adjacent open spaces and sensitively responds to its immediate context, including adjacent structures, streets, open spaces, and to the existing walls of Station A itself, and;

c. Sculpting of the mass with an architectural expression that distinguishes Block 15 as a high-quality, character-defining element of the site's urban design.

(iv) Projections in new construction above the existing Station A walls are permitted per Planning Code Section 136 for Streets, Alleys, and Useable Open Space, except that such

projections shall be measured from the outer face of the existing Station A wall that faces a street, alley, or open space.

(v) To allow for the possibility of a design response that results in a superior design consistent with the provisions of this Section 249.87, particularly Section 249.87(h)(4)(F)(iii), the Planning Director may approve projections on the eastern wall of Station A (facing Louisiana Paseo and Power Station Park) that deviate from Planning Code Section 136 provided that no projection extends farther than 10 feet beyond the outer face of the existing Station A walls, and projections are limited to no more than 25% of the square footage of the building face above the existing Station A walls.

Table 249.87-3: Summary of Bulk Controls and Separation Requirements

	LOWRISE & MIDRISE BUILDINGS (UP TO 145' IN HEIGHT)	MIDRISE TOWER ON BLOCK 1 (146'-180' IN HEIGHT)	MIDRISE TOWER ON BLOCK 15 (146'-160' IN HEIGHT)	HIGHRISE TOWERS ON BLOCKS 5 AND 7 (181'-240' IN HEIGHT)
UPPER BUILDING BULK CONTROLS				
Maximum Average Floorplate	N/A	12,000 gross square feet	See D4D Standard 6.5.1	12,000 gross square feet
Maximum Plan	N/A	150'	N/A	140'
Maximum Diagonal	N/A	190'	N/A	160'
Maximum Apparent Face	N/A	120'	N/A	120'
Upper Building Separation	N/A	85'	115'	115'

(5) ***Upper Building Separation****. The applicable Upper Building separation requirements shall be as set forth in Table 249.87-3. Separation shall be measured horizontally from the building face of the subject Upper Building to the nearest building face of the closest Upper Building, exclusive of permitted obstructions pursuant to Planning Code Section 136.*

(6) ***Streetwalls****. New buildings must provide a Streetwall for at least 65% of each Frontage from sidewalk grade to the required maximum Streetwall height as established in Figure 249.87-5. The Streetwall requirements of this subsection do not apply to the following:*

(A) Existing buildings on the Project Site that are rehabilitated or reused as part of the Project (such as Unit 3 or Station A), including additions to such existing buildings;

(B) Pocket parks that extend at least 10 feet horizontally inward from the property line; or

(C) The Frontage of any new building facing Waterfront Park (including Humboldt Street Plaza), Power Station Park, or Louisiana Paseo, provided that deviations from the minimum 65% standard shall contribute to differentiated architecture.

(7) ***Setbacks****. All building mass shall be set back from the building's Streetwall above a certain height, as summarized in Figure 249.87-5 and further regulated below.*

(A) Setbacks are not required along Mid-Block Alleys, except that, on Frontages facing the Mid-Block Alley on Block 13, buildings shall be set back at least 10 feet from the Streetwall at a height of 70 feet.

(B) The Setback requirements do not apply to the highrise tower on Block 7. Instead the highrise tower must be set back at least 15 feet in the horizontal dimension for at least 60% of the Upper Building's Frontages along Humboldt Street or Louisiana Paseo.

(C) Setbacks are not required for the District Parking Garage.

(D) If the eastern wall of Station A is not retained, at least 60% of the eastern façade of Block 15 framed by the southern façade of Block 7 and the northern façade of Block 11 should include a volumetric projection of approximately 10 feet in plan from the primary façade of the building and that is at least 5 stories. The projection must provide a pedestrian passage way between Louisiana Paseo and Georgia Lane that is no less than 20 feet wide and 30 feet tall. If the projection reaches the ground floor, it must be permeable and open to pedestrians. Any building constructed within the Mid-Block Alley on Block 15 without Station A shall be set back at least five feet from the eastern and western faces of the building.

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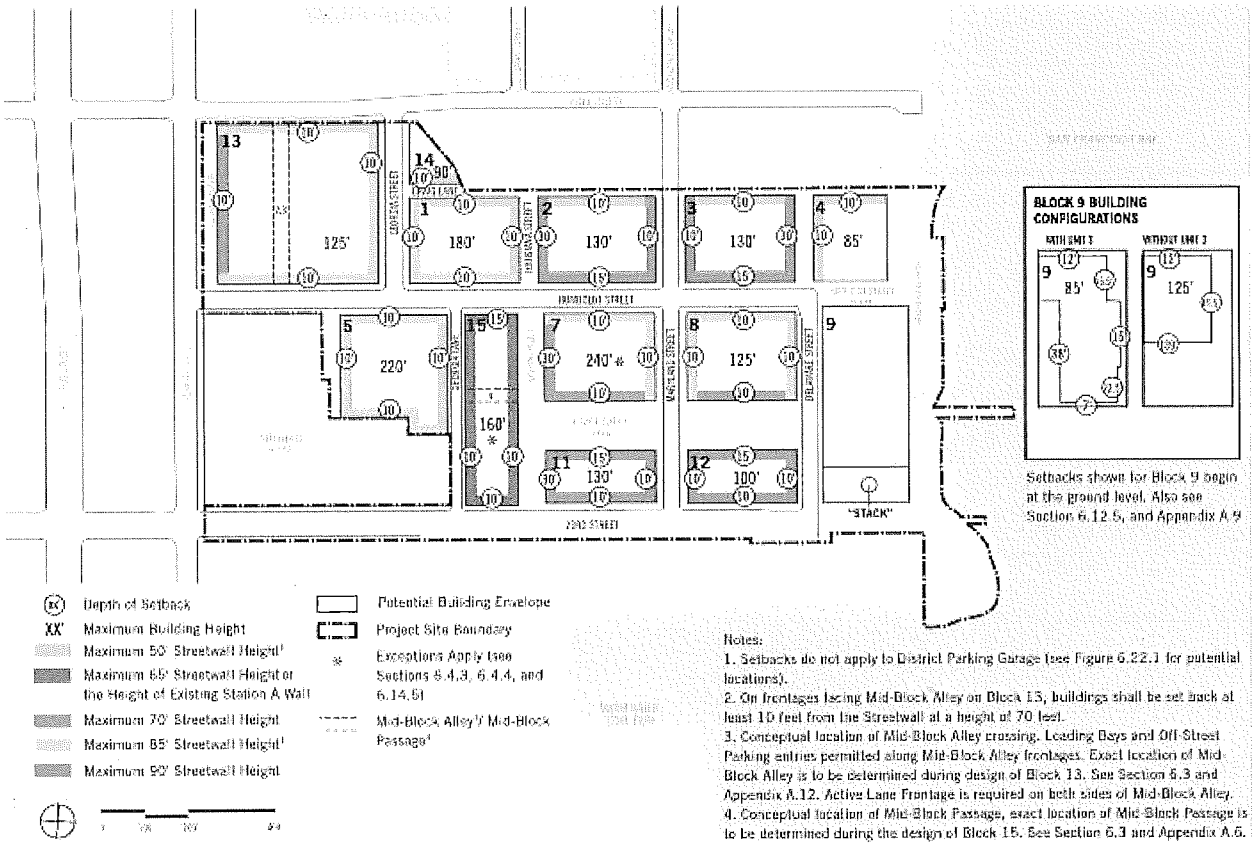
Figure 249.87-5: Setbacks



(8) ***Rear Yard****. There shall be no rear yard requirement within the Potrero Power Station Special Use District.*

(9) ***Usable Open Space****. Usable open space shall be required for Residential Uses as follows: For each dwelling unit there shall be: (i) a minimum of 36 square feet of open space if private, or (ii) 48 square feet of open space if common. For Group Housing or Single Room Occupancy units, the minimum open space requirements shall be one-third the amount specified in this subsection for a dwelling unit. Required open space shall be on the same development block as the units it serves. To count as usable open space, the area credited on a deck, balcony, porch, or roof must either face a street, or face or be within an open area per Subsection 249.87(h)(10).*

(A) ***Common Open Space****. All common open space shall have a minimum 10 feet in every horizontal dimension and be unobstructed and open to the sky, except for obstructions permitted under Planning Code Section 136. Mid-Block Alleys may count as common open space provided that the Alley does not allow vehicular access. Common Open Space may be publicly accessible.*

(B) ***Private Open Space****. Private open space shall have a minimum dimension of six feet in every horizontal dimension. Private open space shall be directly accessible from the dwelling unit it serves.*

(10) ***Minimum Dwelling Unit Exposure****. All dwelling units shall face onto a public or private right- of-way, or onto an open area, defined as:*

(A) A public street, publicly accessible alley, or Mid-Block Passage (public or private) at least 20 feet in width that is unobstructed and at least 60% open to the sky;

(B) An outer court or terrace that is open to a public street, public alley, Mid-Block Alley (public or private), or public open space and at least 25 feet in width;

(C) An inner court which is unobstructed (except for obstructions permitted in Planning Code sections 136(c)(14), (15), (16), (19), and (20)) and is no less than 40 feet in one horizontal dimension and 25 feet in the other horizontal dimension at the lowest two floors which have dwelling units facing onto the inner court. The horizontal dimension that is at least 25 feet shall increase five feet at each subsequent floor;

(D) For below grade units, an open space at the same grade as the units, that is no less than 7.5 feet wide in every horizontal dimension, at least 136 square feet in area, and 60% open to the sky. Such open spaces shall face onto a street, alley or open space. Below grade units shall be maximum 6 feet below the grade of the street, alley or public open space.

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(11) ***Ground Floor Design.***

(A) ***Ground Floor Height****. All non-residential ground floor spaces shall have a minimum floor-to-floor height of 15 feet as measured from grade. At least 30% of the cumulative PDR space pursuant to Figure 249.87-3 shall contain floor-to- floor heights of 17 feet.*

(B) ***Awnings and Canopies****. Awnings and canopies must be at least eight feet above sidewalk grade. Awnings that are more than 100 feet in length must be at least 15 feet above sidewalk grade. Awnings or canopies that are between eight and 15 feet above sidewalk grade may project up to 10 feet beyond the building facade (including into the public right of way). Awnings or canopies that are higher than 15 feet above sidewalk grade may project up to 15 feet beyond the building facade (including into the public right of way). In no instance shall any awning or canopy project beyond the width of the sidewalk they cover. Awnings and canopies shall be designed so as not to interfere with street tree canopy.*

(C) ***Transparent Frontages.*** *Portions of frontages that contain active uses per section 249.87(g)(8), other than Residential Units or PDR Uses, shall be fenestrated with transparent windows and doorways for not less than 60% of the street frontage at between two feet and 12 feet vertical above grade, and must allow visibility of at least four feet in depth inside of the building. PDR frontages shall be fenestrated with transparent windows or doors for no less than 50% of the street frontage from sidewalk grade up to 12 feet vertical above grade, and must allow visibility of at least four feet in depth inside of the building. The use of dark, mirrored, or opaque glass shall not count toward the required transparent area. Ground-floor transparent frontage standards shall not apply to historic or adaptively-reused buildings.*

(12) ***Maximum Off-Street Parking****. The location and design standards for off-street automobile parking shall be governed by the Design for Development. Off-Street parking is not required and shall be limited to the following maximum ratios:*

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Table 249.87-4: Maximum Off-Street Parking Ratios per Land Use*

Land Use	***Off-Street Parking Ratio***
Residential	*0.6 space: 1 unit*
Non-Retail Sales and Service, Industrial, PDR, Laboratory, or Life Science Uses	*1 space: 1,500 gross square feet of Occupied Floor Area*
Hotel	*1 space: 16 Hotel guest rooms, plus 1 space for a hotel manager*
General Grocery or Special Grocery Uses	*3 spaces: 1,000 gross square feet of Occupied Floor Area*
All Other Uses	*No off-street parking permitted*

**Pursuant to subsection (n)(4), parking amounts may be greater on a Parcel-by-Parcel basis than otherwise allowed by Table 249.87-4.*

*(13) **Signage**. All signs shall be defined as described by Article 6 of the San Francisco Planning Code. The provisions of Section 607.2 ("Mixed-Use Districts") of the San Francisco Planning Code applicable to Urban Mixed Use ("UMU") Districts shall apply such that a sign that is permitted or prohibited in a UMU District shall likewise be permitted or prohibited in the Potrero Power Station SUD. All signs shall be defined as described by Article 6 of the San Francisco Planning Code. Provided further that:*

*(A) **Concealed Electrical Signage Elements**. All electrical signage elements such as wires, exposed conduits, junction boxes, transformers, ballasts, switches, and panel boxes shall be concealed from view.*

*(B) **Portable Signage**. Portable signs, such as sandwich boards and valet parking signs, are permitted and limited to one per business. All portable signage shall be located within frontage or furnishing zones on sidewalks, or within open spaces fronting the businesses.*

(C) ***Temporary Sale or Lease Signs****. No permit shall be required for temporary Sale or Lease Signs. Such signs are permitted only when all of the following criteria are met:*

(i) No more than two such signs are permitted at any one time on any building;

(ii) The area of each sign is no larger than 40 square feet;

(iii) The height of each sign is no higher than 10 feet;

(iv) The sign is a wall sign or a window sign;

(v) The sign is not directly illuminated;

(vi) The sign indicates the availability of a particular space within the building on or in which the sign is placed; and

(vii) The sign directs attention to a space which is available for immediate sale or lease.

(D) ***Signage Along the Waterfront and Power Station Park****. Signage for buildings fronting Power Station Park or the Bay Trail (including the eastern Frontage of Blocks 4, 9, 12 and a portion of 15 directly facing Power Station Park; northern Frontage of Blocks 11 and 12; and Southern Frontage of Blocks 7 and 8 shall:*

(i) Be 50 square feet or less and its highest point may not reach a height greater than 35 feet;

(ii) Consist only of indirect illumination, pursuant to Section 602 of this Code, including but not limited to halo-style lighting.

(14) ***Mid-Block Alleys and Mid-Block Passages****.*

(A) ***Mid-Block Alleys****. There shall be a Mid-Block Alley on Block 13. Any Mid-Block Alley shall:*

(i) Be located as close to the middle portion of the subject block as possible, and connect to existing adjacent streets and alleys;

(ii) Have a minimum width of 20 feet at all points, exclusive of those obstructions allowed within Setbacks pursuant to San Francisco Planning Code Section 136;

(iii) Provide public pedestrian access with dual sidewalks each of not less than six feet in width with not less than four feet minimum clear walking width, unless the alley is designed as a shared street;

(iv) Have at least 60% of the area of the Alley open to the sky. Obstructions permitted within Setbacks pursuant to Planning Code Section 136 may be located within the portion of the alley or pathway that is required to be open to the sky. All portions of the Alley not open to the sky shall have a minimum clearance height from grade of 15 feet at all points;

(v) Provide such ingress and egress as will make the area easily accessible to the general public;

(vi) Have appropriate paving, furniture, and other amenities that encourage pedestrian use;

(vii) Be landscaped;

(viii) Have sufficient pedestrian lighting to ensure pedestrian comfort and safety;

(ix) Be free of any changes in grade or steps not required by the underlying natural topography and average grade; and

(x) Be fronted by Active Lane Uses.

(B) ***Mid-Block Passage****. There shall be a Mid-Block Passage on Block 15. The Mid-Block Passage shall:*

(i) Be located as close to the middle portion of the subject block as possible, connect to existing adjacent streets and alleys, and can be either perpendicular to the subject Frontage or diagonal across the Block;

(ii) Provide publicly accessible east-west access through the entire depth of Block 15 on the ground floor with at least 20 feet of continuous clear width and 15 feet of continuous clear height; and may be completely enclosed to facilitate preservation of the existing Station A walls; and shall be pedestrian only. If Station A is damaged such that 30% or less of the eastern wall remains, a Mid-Block Alley shall be provided pursuant to the standards set forth in subsection (h)(14)(A), except that the pathway shall be pedestrian only, and if the pathway is enclosed it shall have a continuous clear height of 30 feet.

(C) ***Relationship to Open Space Requirements****. Any non-vehicular portions of such a Passage or Alley, including sidewalks or other walking areas, seating areas, or landscaping, are permitted to count toward any open space requirements that include or require publicly accessible open space on the same block where the Passage or Alley is located.*

(i) ***Compliance with Article 4 of the Planning Code.***

(A) ***Inclusionary Housing Requirements****. Proposed Building Projects in areas of the Special Use District that are subject to a Development Agreement shall comply with the affordable housing requirements of the Development Agreement. Proposed Building Projects in areas of the Special Use District that are not subject to a Development Agreement shall comply with the affordable housing requirements as set forth in Section 415.1 et seq. Upon expiration or termination of the Development Agreement as applied to a portion of the Project Site not yet permitted for construction, the then-applicable affordable housing requirements of the Planning Code shall apply to that portion of the Project Site, without reference to the date of any earlier environmental evaluation or development application.*

(B) ***Other Impact Fees****. For so long as the Development Agreement remains in effect with respect to a portion of the Project Site, the developer impact fees payable for any Vertical Development on that portion of the Project Site will be determined in accordance with the Development Agreement. Upon expiration or termination of the Development Agreement as applied to a portion of the Project Site, the then-applicable developer impact fees in the Planning Code shall apply to that portion of the Project Site.*

(j) ***Relationship to State or Local Density Bonus Programs****. In exchange for the benefits expressed in the Development Agreement and this Section 249.87, and as set forth in the Development Agreement, any Building Projects within the SUD shall not be eligible for additional density or modifications to development standards allowed in any state or local law allowing additional density or modifications to development in exchange for on-site affordable housing, including but not limited to the State Density Bonus Law (California Government Code § 65915 et seq), the Affordable Housing Bonus Program (Planning Code section 206 et seq.), and Planning Code Sections 207.*

(k) ***Modifications to Building Standards and Use Requirements.***

(1) ***No Modifications or Variances.*** *No variances, exceptions, modifications or other deviations from the requirements and standards of the Planning Code, including this SUD, and of the Design for Development are permitted except through the procedures for granting of Minor and Major Modifications established in this SUD. No modifications or variances are permitted for permitted Uses (with the exception of numerical standards related to Ground Floor Uses), maximum building height, or maximum automobile parking spaces.*

(2) ***Modification of Other Building Standards and Use Requirements.*** *A dimensional or numerical standard for Building Standards and Ground Floor Use Requirements may only be modified as provided in subsections (k)(3) and (k)(4), on a project-by-project basis. In order to grant a modification, the Director or Commission must find that the proposed modification achieves*

equal or superior design quality and public benefit as strict compliance with the applicable standard and meets the intent of the SUD and the Design for Development.

(3) ***Minor Modifications.*** *The Planning Director may approve a Minor Modification administratively in accordance with the procedures set forth in subsection (n).*

(4) ***Major Modifications.*** *The Planning Commission may approve any application for a Major Modification in accordance with the procedures set forth in subsection (n).*

(l) ***Development Phase Approval****. Consistent with the Development Agreement, the Developer shall submit Development Phase Plan to the Planning Director for approval, and no development may be approved within a Development Phase until after the Planning Director issues a Development Phase Approval. The Development Phase Approval process, as set forth in the Development Agreement, is to ensure that all Community Improvements and Building Projects within a Development Phase are consistent with the Development Agreement and this SUD. Planning shall review Development Phase Applications within 30 days of receipt in order to determine completeness. If the Planning Director fails to respond within such 30-day period, the Development Phase Application will be deemed complete. The Planning Director shall act on a Development Phase Application within 60 days after submittal of a complete Development Phase Application. Changes proposed by the Planning Department will be reasonably considered by Developer, and changes proposed by Developer will be reasonably considered by the Planning Department. If there are no objections, or upon resolution of any differences, the Planning Director shall approve the Development Phase Application with such revisions, comments, or requirements as may be permitted in accordance with the terms of the Development Agreement and the Phasing Plan.*

(m) ***Design Review and Approval****. The Planning Department shall approve only those applications for individual Building Projects that are consistent with a Development Phase Approval. To ensure that Buildings and Privately-Owned Community Improvements meet the requirements of the Planning Code, including this Section 249.87, and the Design for Development, an Applicant shall*

submit a Design Review Application and receive approval from the Planning Director, or the Planning Commission if required, before obtaining any permits for the applicable construction. Standards and limitations on design review approval are set forth in subsection (n), below. Nothing in this Section 249.87 limits the Charter authority of any City department or commission or the rights of City agencies to review and approve proposed infrastructure as set forth in the Development Agreement.

(n) ***Design Review Applications and Process.***

(1) ***Applications.*** *Each Design Review Application shall include the documents and other materials necessary to determine consistency with the Planning Code, including this Section 249.87, and the Design for Development, including site plans, floor plans, sections, elevations, renderings, landscape plans, and exterior material samples to illustrate the overall concept design of the proposed buildings. If an Applicant requests a Major or Minor Modification, the application shall describe proposed changes in reasonable detail, and to the satisfaction of the Planning Director, including narrative and supporting images, if appropriate, and a statement of the purpose or benefits of the proposed modification(s).*

(2) ***Completeness.*** *Planning Department staff shall review the application for completeness and advise the Applicant in writing of any deficiencies within 30 days of the date of the application.*

(3) ***Design Review of Buildings and Privately-Owned Community Improvements.***

(A) ***Building Pre-Application Meeting****. Prior to submittal of a Design Review Application, the Applicant shall conduct a minimum of one pre-application public meeting. The meeting shall be conducted at, or within a one-mile radius of, the Project Site, but otherwise subject to the Planning Department's pre-application meeting procedures, including but not limited to the submittal of required meeting documentation. A Planning Department representative shall be invited to such meeting.*

(B) ***Parks and Open Space Outreach****. Prior to the Planning Department's approval of any Design Review Application for any parks or open space within the Power Station park system, the Applicant shall conduct a minimum of two community meetings; additional meetings may be required at the discretion of the Planning Director. The meetings shall be conducted at, or within a one-mile radius of, the Project Site, but otherwise subject to the Planning Department's pre-application meeting procedures, including but not limited to the submittal of required meeting documentation. A Planning Department representative shall be invited to such meetings.*

(C) ***Design Review Process****. Following submittal of the Design Review Application, upon a determination of completeness, Planning Department staff shall conduct design review and prepare a staff report determining compliance with this Section 249.87, the Planning Code, and the Design for Development, including a recommendation regarding any modifications sought. The staff report shall be delivered to the Applicant and any third parties requesting notice in writing, shall be kept on file, and shall be posted on the Department's website for public review, within 60 days of the determination of completeness. If Planning Department staff determines that the design is not compliant with this Section 249.87, the Planning Code, or the Design for Development, the Applicant may resubmit the Application, in which case the requirements of this subsection (n) for determination of completeness, staff review and determination of compliance, and delivery, filing, and posting of the staff report, shall apply anew.*

(4) ***Off-Street Parking.*** *Design Review Applications for Buildings shall include the requested number of off-street parking spaces sought for the Building. It is the intent of Section 249.87 that at full build-out of all Parcels in the SUD, the total number of off-street parking spaces within the SUD shall not exceed the applicable maximum parking ratios specified in Table 249.87-4. The maximum parking ratios shall not apply to individual Buildings or Parcels, but shall be considered cumulatively for the Buildings within the SUD as a whole, as set forth in the Development Agreement. In the event an individual Building results in parking that exceeds the applicable maximum parking*

ratios for the then cumulative development on the Project Site, the excess parking shall not be put into operation and shall be excluded from the available parking supply until such time as additional development within the Project Site occurs and the then applicable maximum parking ratios no longer are exceeded. Each application shall include both the individual request for off-street parking related to the specific location and the cumulative number of off-street parking spaces previously approved.

(5) Approvals and Public Hearings for Buildings and Privately-Owned Community Improvements.

(A) Buildings and Privately-Owned Community Improvements Seeking No Modifications. *Within 10 days after the delivery and posting of the staff report on the Design Review Application, the Planning Director shall approve or disapprove the design based on its compliance with the Planning Code, including this Section 249.87, the Design for Development, and the General Plan. If the Design Review Application is consistent with the numeric standards set forth in this Section 249.87 and the Design for Development, the Planning Director's discretion to approve or disapprove the Design Review Application shall be limited to the Application's consistency with the non- numeric elements of the Design for Development and the General Plan. Prior to approval of a Design Review Application for any building and/or Privately-Owned Community Improvement that is 200 feet or more in height, or for the rehabilitation and development of Station A on Block 15 or of Unit 3 on Block 9, the Planning Director shall refer the Design Review Application to the Planning Commission for an informational hearing.*

(B) Buildings and Privately-Owned Community Improvements Seeking Minor Modifications. *Within 10 days after the delivery and posting of the staff report on the Design Review Application including a Minor Modification, the Planning Director, shall approve or disapprove any Minor Modification based on its compliance with the Planning Code, including this Section 249.87, the Design for Development, and the General Plan. Notwithstanding any other provisions of this Section 249.87, the Planning Director may, at his or her discretion, refer any*

Application that proposes a Minor Modification to the Planning Commission if the Planning Director determines that the proposed Modification does not meet the intent of the Design for Development or the SUD.

(C) ***Buildings and Privately-Owned Community Improvements Seeking Minor or Major Modifications.*** *If an application for Design Review seeks one or more Major Modifications, or if a Design Review Application that proposed a Minor Modification is otherwise referred to the Planning Commission, the Planning Commission shall calendar the item for a public hearing, subject to any required noticing. The Planning Commission's review shall be limited to the proposed Major Modification or the modifications referred by the Planning Director for failure to meet the Design for Development standards. The Planning Commission shall consider all comments from the public and the recommendations of the staff report and the Planning Director in making a decision to approve or disapprove the Design Review Application, including the granting of any Major Modifications.*

(D) ***Notice of Hearings.*** *In addition to complying with the notice requirements of the Brown Act and the Sunshine Ordinance, notice of Planning Commission hearings shall be provided as follows:*

(i) by mail not less than 20 days prior to the date of the hearing, to the Applicant, to residents within 300 feet of the exterior boundaries of the property that is the subject of the application, using for this purpose the names and addresses as shown on the citywide assessment roll in the Office of the Tax Collector, and to any person who has requested such notice; and

(ii) by posting on the subject property not less than 10 days prior to the date of the hearing.

(o) ***Building Permits****. Each building permit application submitted to the Department of Building Inspection for Buildings shall be forwarded to the Planning Department. The applicable department shall review the building permit application for consistency with the authorizations granted*

pursuant to this Section 249.87. For improvements to be built upon Port property, the Chief Harbor Engineer shall review all permit applications on behalf of the Port.

(p) ***Change of Use.*** *No building permit may be issued for any building and/or Privately-Owned Community Improvement or for a Certificate of Occupancy or Certificate of Temporary Occupancy that would authorize a new use unless the Planning Department determines such permit or Certificate is consistent with the controls in this Section 249.87. Upon expiration or termination of the Development Agreement, any new development, other than replacement of what was built under the Development Agreement, shall require a conditional use approval under Section 303 of this Code.*

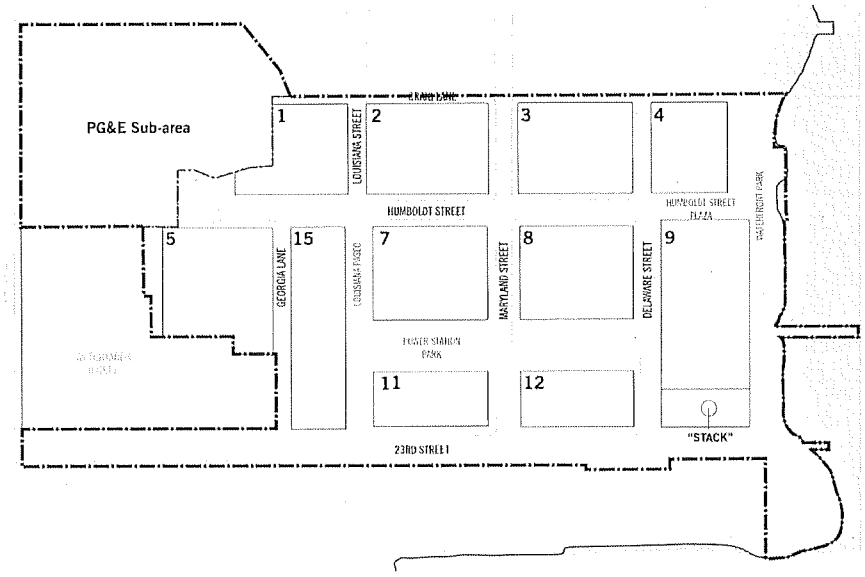
(q) ***Discretionary Review.*** *No requests for discretionary review shall be accepted by the Planning Department or heard by the Planning Commission for any Building in the SUD.*

(r) ***Waiver of Planning Code Section 138.1****. The streetscape design set forth in the Design for Development attached to the Development Agreement shall set forth sufficient standards for pedestrian and streetscape improvements for so long as the Development Agreement remains in effect.*

(s) Compliance with Planning Code Section 169. The TDM provisions included in the Development Agreement shall govern in this SUD.

(t) ***Operative Date for the PG&E Sub-Area****. The zoning controls expressed in this Section 249.87 shall not become operative as to the PG&E Sub-Area, as shown on Map 249.87-1, or any portion thereof, until a Notice of Joinder to the Development Agreement approved by the Board of Supervisors in Board file No._____ has been recorded, or until the PG&E Sub-Area, or any portion thereof, is conveyed to Developer. Copies of the Development Agreement, including a form of the Notice of Joinder, and a legal description of the PG&E Sub-Area is on file with the Clerk of the Board of Supervisors in Board File No._____.*

Map 249.87-1



Section 3. The Planning Code is hereby amended in accordance with Planning Code Section 106 by revising Sectional Map ZN[08], Height Map HT[08], and Special Use District Map SU[08] of the Zoning Map, as follows:

(a) To change the Zoning Map (ZN[X08]) as follows:

Assessor's Parcels (Blocks/Lot Numbers)	**Current Zoning to be Superseded**	**Proposed Zoning to be Approved**
4175/002; 4175/017; 4175/018 (partial), 4232/001; 4232/006 and non-assessed Port and City and County of San Francisco properties, the legal descriptions of which are found in Exhibits A-1, A-2, A-4	M-2	PPS-MU

through A-7 to the Development Agreement (District 10)		
Non-assessed Port properties, the legal description for which is found in Exhibit A-3 to the Development Agreement (District 10)	M-2 and PDR-1-G	P

(b) To change the Height and Bulk Map (HT[08]) from 40-X and 65-X to 65-PPS and 240-PPS.

Assessor's Parcels (Blocks/Lot Numbers)	**Height and Bulk District Superseded**	**New Height and Bulk District**
4175/002; 4175/017; 4175/018 (partial), 4232/001; 4232/006 and non-assessed Port and City and County of San Francisco properties, the legal descriptions for which are found in Exhibits A-1 through A-7 to the Development Agreement (District 10)	40-X / 65-X	65-PPS / 240-PPS

(c) To change the Special Use District Map (SU[08]) by creating the new Potrero Power Station Special Use District and assigning the following Parcels to be within the Potrero Power Station Special Use District:

Assessor's Parcels (Blocks/Lot Numbers)	**Special Use District**
4175/002; 4175/017; 4175/018 (partial), 4232/001; 4232/006 and non-assessed Port and City and County of	Potrero Power Station Special Use District

San Francisco properties, the legal descriptions for which are found in Exhibits A-1 through A-7 to the Development Agreement (District 10)	

Section 4. The Planning Code is hereby amended to revise Section 201 as follows:

To add the Potrero Power Station Special Use District, after the "Mission Rock Mixed Use District", as follows:

Potrero Power Station Mixed Use District *(Also see Sec. 249.87)*	
PPS-MU	*Potrero Power Station Mixed Use District* *(Defined in Sec. 249.87(g)(1)*

Section 5: The Figures presented in this ordinance (Figures 249.87-1 through 249.87-5) have been placed in Board of Supervisors File No. _____, and are incorporated herein by this reference.

Section 6. Effective and Operative Dates.

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

(b) This ordinance shall become operative on its effective date or on the effective date of the Development Agreement for the Potrero Power Station Mixed-Use Project, enacted by the ordinance in Board of Supervisors File No. _____, whichever date occurs

later; provided, that this ordinance shall not become operative if the ordinance regarding the Development Agreement is not approved.

(c) Notwithstanding subsection (b) above, this ordinance shall not become operative as to the areas labeled as "PG&E Sub-Area" on Map 249.87-1, or any portion thereof, until the conditions in Section 249.87(t) have been satisfied. A copy of the Map, and a legal description of the area subject to this subsection (c) is on file with the Clerk of the Board of Supervisors in Board File No. _____.

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: _____
AUSTIN M. YANG
Deputy City Attorney

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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
Staff Contact:	John M. Francis – (415) 575-9147, john.francis@sfgov.org

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 ~~strikethrough~~ 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 Figure 5.7.1	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 Figure 5.7.1	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	X		N/A	N/A	
Bicycle Parking	All	All	TDM	Active-2	D4D 5.4 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 in 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.

[Development Agreement - California Barrel Company LLC - Potrero Power Station Mixed-Use Project]

Ordinance approving a Development Agreement between the City and County of San Francisco and California Barrel Company LLC, a California limited liability company, for the Potrero Power Station Mixed-Use Project at the approximately 29-acre site generally bound by 22nd Street to the north, the San Francisco Bay to the east, 23rd Street to the south and Illinois Street to the west, in the southeast part of San Francisco, with various public benefits, including 30% affordable housing and approximately 6.9 acres of publicly-accessible parks and open space; making findings under the California Environmental Quality Act, findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1 (b); making public trust findings in accordance with the approval of a ground lease of Port-owned land; approving specific development impact fees and waiving any conflicting provision in Planning Code, Article 4, or Administrative Code, Article 10; confirming compliance with or waiving certain provisions of Administrative Code, Chapters 14B, 23, 56, and and 82, and 99 and Planning Code, Sections 169 and 138.1, Public Works Code, Section 806(d), and Subdivision Code, Section 1348, and ratifying certain actions taken in connection therewith, as defined herein.

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

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

Section 1. Project Findings.

The Board of Supervisors makes the following findings:

(a) California Government Code Sections 65864 et seq. authorizes any city, county, or city and county to enter into an agreement for the development of real property within the jurisdiction of the city, county, or city and county.

(b) Pursuant to California Government Code Section 65865, Chapter 56 of the San Francisco Administrative Code ("Chapter 56") sets forth certain procedures for the processing and approval of development agreements in the City and County of San Francisco (the "City").

(c) California Barrel Company LLC, a California limited liability company ("Developer") owns approximately 21.0 acres of developed and undeveloped land located in the City that is generally bound by 22nd Street to the north, the San Francisco Bay to the east, 23rd Street to the south and Illinois Street to the west, as more particularly described on Exhibit A-1 to the Development Agreement (the "Developer Property"). Existing structures on the Developer Property consist primarily of vacant buildings and facilities associated with the former power station use of the Developer Property.

(d) Pacific Gas & Electric Company, a California corporation ("PG&E"), owns approximately 4.8 acres of land located in the City that is adjacent to the Developer Property, as more particularly described on Exhibit A-2 to the Development Agreement (the "PG&E Sub-Area").

(e) The City, through the Port of San Francisco (the "Port"), owns approximately 2.9 acres of land located in the City that is comprised of the following three noncontiguous sites in the vicinity of the Developer Property (collectively, the "Port Sub-Area"): (i) approximately 1.5 acres of land located between the Developer Property and the San Francisco Bay, as more particularly described on Exhibit A-3 to the Development Agreement (the "Port Open Space");

(ii) approximately 1.3 acres of land located along 23rd Street between the Developer Property and Illinois Street, as more particularly described on Exhibit A-4 to the Development Agreement (the "Port 23rd St. Property"); and (iii) less than 0.1 acres of land located near the northeast corner of the Developer Property and adjacent to the San Francisco Bay, as more particularly described on Exhibit A-5 to the Development Agreement (the "Port Bay Property"). Developer and the Port intend to enter into a ground lease on or about the Reference Date set forth in the Development Agreement (the "Port Lease") for the Port Open Space and the Port Bay Property in order to allow Developer to occupy and develop the Port Open Space and the Port Bay Property and include the same in the Waterfront Park (as defined in the Development Agreement). The Port 23rd St. Property will be subject to a license allowing Developer to construct Public Improvements, as more particularly described therein.

(f) The City also owns less than 0.1 acres of land located in the City that is between the Developer Property and the Port 23rd Street Property, as more particularly described on Exhibit A-7 to the Development Agreement (the "City Sub-Area" and, collectively with the Developer Property, the Port Sub-Area, and the PG&E Sub-Area, the "Project Site").

(g) On December _____, 2019, Developer filed an application with the City's Planning Department for approval of a development agreement relating to the Project Site (the "Development Agreement") under Chapter 56. A copy of the Development Agreement is on file with the Clerk of the Board in File No. _____. Developer also filed applications with the Department for certain activities described in Exhibit B to the Development Agreement (collectively, the "Project").

(h) While the Development Agreement is between the City, acting primarily through the Planning Department, and Developer, other City agencies retain a role in reviewing and issuing certain later approvals for the Project. Later approvals include all approvals required

under the Project SUD or as otherwise set forth in the Municipal Code, Design Review Applications or Development Phase Applications, demolition permits, grading permits, site permits, building permits, sewer and water connection permits, major and minor encroachment permits, sidewalk modification legislation, street improvement permits, permits to alter, certificates of occupancy, transit stop relocation permits, street dedication approvals and ordinances, public utility easement vacation approvals and ordinances, public improvement agreements, subdivision maps, improvement plans, lot mergers, lot line adjustments and re-subdivisions and any amendment to the foregoing or to any Initial Approval. As a result, affected City agencies have consented to the Development Agreement.

(i) The Project is a phased, mixed use development on the Project Site that will include up to approximately 2,601 dwelling units, 1.5 million gross square feet (gsf) of office and/or life science / laboratory use, 241,574 gsf of hotel (250 rooms), 50,000 gsf of community facilities, 35,000 gsf PDR, 25,000 gsf assembly space, 99,464 gsf of retail, 1,862 bicycle parking spaces, 2,686 parking spaces and the development and improvement of 6.9 acres of publicly accessible open space, in addition to new streets, sidewalks, and bicycle lanes throughout the site, all as more particularly described in the Development Agreement.

(j) The Project is anticipated to generate an annual average of approximately 230 construction jobs during construction and, upon completion, approximately 5,211 net new permanent on-site jobs, and an approximately $24 million annual increase in general fund revenues to the City. In addition to the significant housing, jobs, urban revitalization, and economic benefits to the City from the Project, the City has determined that development of the Project under the Development Agreement will provide additional benefits to the public that could not be obtained through application of existing City ordinances, regulations, and policies. Additional public benefits to the City from the Project include: (i) affordable housing contributions in amounts that exceed the amounts required pursuant to existing City

ordinances, regulations and policies and that are intended to constitute thirty percent (30%) of the total number of housing units for the Project; (ii) workforce obligations, including significant training, employment and economic development opportunities, related to the development and operation of the Project; (iii) construction and maintenance of publicly accessible open space, totaling approximately 6.9 acres, including (a) a series of contiguous, integrated waterfront parks, including extension of the Blue Greenway and Bay Trail and creation of a 3.6-acre Waterfront Park, (b) a 1.2-acre central green space in the interior of the Project Site, (c) a 0.7-acre plaza type open space and (d) a publicly accessible soccer field; (iv) delivery of child care spaces totaling not less than 12,000 gross square feet; (v) sea level rise improvements as part of the development of the Project; and (vi) a design of the Project prioritizing and promoting travel by walking, biking and transit for new residents, tenants, employees and visitors; all as further 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.

(k) Concurrently with this Ordinance, the Board is taking a number of actions in furtherance of the Project, as generally described in the Development Agreement, including Exhibit B to the Development Agreement (the "Initial Approvals").

Section 2. CEQA Findings. On _____, by Motion No. ____, the Planning Commission certified as adequate, accurate and complete the Final Environmental Impact Report ("FEIR") for the Project pursuant to the California Environmental Quality Act (California Public Resources Code Section 21000 et seq.) ("CEQA"). A copy of Planning Commission Motion No. is on file with the Clerk of the Board of Supervisors in File No. _____. Also, on _____, by Motion No. ____, the Planning Commission adopted findings, including a rejection of alternatives and a statement of overriding considerations (the "CEQA Findings") and a Mitigation Monitoring and Reporting Program ("MMRP"). These Motions are on file with the

Clerk of the Board of Supervisors in File No. ____. In accordance with the actions contemplated herein, this Board has reviewed the FEIR and related documents, and adopts as its own and incorporates by reference as though fully set forth herein the CEQA Findings, including the statement of overriding considerations, and the MMRP.

Section 3. General Plan and Planning Code Section 101.1 (b) Findings.

(a) The Board of Supervisors shall consider companion legislation that adopts public necessity findings of Planning Code Section 302 and General Plan amendments. A copy of the companion legislation is on file with the Clerk of the Board of Supervisors in File No. _____ and is incorporated herein by reference.

(b) For purposes of this Ordinance, the Board of Supervisors finds that the Development Agreement will serve the public necessity, convenience and general welfare for the reasons set forth in the companion legislation identified in subsection (a).

(c) For purposes of this Ordinance, the Board of Supervisors finds that the Development Agreement is in conformity with the General Plan, as proposed to be amended, and the eight priority policies of Planning Code Section 101.1 for the reasons set forth in the companion legislation identified in subsection (a).

Section 4. Public Trust Findings.

At a public hearing on February 25, 2020, the Port Commission consented to the Development Agreement and approved the Port Lease, subject to Board of Supervisors' approval, finding that the Project would be consistent with and further the purposes of the common law public trust and statutory trust under the Burton Act (Stats. 1968, ch. 1333) by Resolution No. _____, a copy of which is in Board File No. _____. The Board of Supervisors adopts and incorporates in this Ordinance the Port Commission's public trust findings.

Section 5. Development Agreement.

(a) The Board of Supervisors approves all of the terms and conditions of the Development Agreement, in substantially the form on file with the Clerk of the Board of Supervisors in File No. _____

(b) The Board of Supervisors approves and authorizes the execution, delivery and performance by the City of the Development Agreement as follows: (i) the Director of Planning and (other City officials listed thereon) are authorized to execute and deliver the Development Agreement, with signed consents of those City departments, agencies, boards, commissions, and bureaus that have subdivision or other permit, entitlement or approval authority or jurisdiction over development of the Project, or any improvement located on or off the Project Site, including the San Francisco Municipal Transportation Agency, the San Francisco Public Utilities Commission, the Port Commission, and the San Francisco Fire Department; and (ii) the Director of Planning and other applicable City officials are authorized to take all actions reasonably necessary or prudent to perform the City's obligations under the Development Agreement in accordance with the terms of the Development Agreement.

(c) The Director of Planning, at his or her discretion and in consultation with the City Attorney, is authorized to enter into any additions, amendments or other modifications to the Development Agreement that the Director of Planning determines are in the best interests of the City and that do not materially increase the obligations or liabilities of the City or materially decrease the benefits to the City as provided in the Development Agreement.

Section 6. Development Impact Fees.

By approving the Development Agreement, the Board of Supervisors authorizes the Controller and City Departments to accept the funds paid by Developer as set forth therein, and to appropriate and use the funds for the purposes described therein. The Board expressly approves the use of the development impact fees as set forth in the Development Agreement, and waives or overrides any provision in Article 4 of the City Planning Code and

Article 10 of the City Administrative Code that would conflict with the uses of these funds as described in the Development Agreement.

Section 7. City Administrative Code Chapter 56 Conformity.

The Development Agreement shall prevail in the event of any conflict between the Development Agreement and City Administrative Code Chapter 56, and without limiting the generality of the foregoing, the following provisions of City Administrative Code Chapter 56 are waived or deemed satisfied as follows:

(a) California Barrel Company LLC shall constitute a permitted "Applicant/Developer" for purposes of Chapter 56, Section 56.3(b).

(b) The Project comprises approximately 29 acres and is the type of large multi-phase and/or mixed-use development contemplated by the City Administrative Code and therefore satisfies the provisions of Chapter 56, Section 56.3(g).

(c) The provisions of Development Agreement and the Workforce Agreement attached to the Development Agreement as Exhibit F shall apply in lieu of the provisions of City Administrative Code Chapter 56, Section 56.7(c).

(d) The provisions of the Development Agreement regarding any amendment or termination, including those relating to "Material Change," shall apply in lieu of the provisions of Chapter 56, Section 56.15 and Section 56.18.

(e) The provisions of Chapter 56, Section 56.20 have been satisfied by the Memorandum of Understanding between Developer and the Office of Economic and Workforce Development for the reimbursement of City costs, a copy of which is on file with the Clerk of the Board of Supervisors in File No. _____

(f) The Board of Supervisors waives the applicability of Section 56.4 (Application, 18 Forms, Initial Notice, Hearing) and Section 56.10 (Negotiation Report and Documents).

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Section 8. Chapter 56 Waiver; Ratification.

(a) In connection with the Development Agreement, the Board of Supervisors finds that the City has substantially complied with the requirements of Administrative Code Chapter 56, and waives any procedural or other requirements if and to the extent not strictly complied with.

(b) All actions taken by City officials in preparing and submitting the Development Agreement to the Board of Supervisors for review and consideration are hereby ratified and confirmed, and the Board of Supervisors hereby authorizes all subsequent action to be taken by City officials consistent with this Ordinance.

Section 9. Planning Code Waivers; Ratification.

(a) The Board of Supervisors finds that the impact fees and other exactions due under the Development Agreement will provide greater benefits to the City than the impact fees and exactions under Planning Code Article 4 and waives the application of, and to the extent applicable exempts the Project from, impact fees and exactions under Planning Code Article 4 on the condition that Developer pays the impact fees and exactions due under the Development Agreement.

(b) The Board of Supervisors finds that the Transportation Demand Management Plan ("TDM Plan") attached to the Development Agreement and other provisions that meet the goals of the City's Transportation Demand Management Program in Planning Code Section 169 and waives the application of Section 169 to the Project on the condition that Developer implements and complies with the TDM Plan.

(c) The Board of Supervisors finds that the Design for Development attached to the Development Agreement sets forth sufficient standards for streetscape design and waives the requirements of Planning Code Section 138.1 (Streetscape and Pedestrian Improvements).

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Section 10. Other Administrative Code Waivers.

The requirements of the Workforce Agreement attached to the Development Agreement shall apply and shall supersede, to the extent of any conflict, the provisions of Administrative Code: (i) Chapter 82.4 (Coverage); (ii) Chapter 23, Article II (Interdepartmental Transfer of Real Property); and (iii) Chapter 23, Article VII (Prevailing Wage, Apprenticeship, and Local Hire Requirements), but only to the extent any of the foregoing provisions are applicable to the conveyance of vacated streets from the City to Developer and the other land conveyances contemplated by the Development Agreement.

Section 11. Subdivision Code Waivers.

A Public Improvement Agreement, if applicable and as defined in the Development Agreement, shall include provisions consistent with the Development Agreement and the applicable requirements of the Municipal Code and the Subdivision Regulations regarding extensions of time and remedies that apply when improvements are not completed within the agreed time. Accordingly, the Board of Supervisors waives the application to the Project of Subdivision 4 Code Section 1348 (Failure to Complete Improvements within Agreed Time).

Section 12. Public Works Code Waivers.

The Board of Supervisors finds that the Design for Development attached to the Development Agreement sets forth sufficient standards for streetscape design and waives the requirements of Planning Code Section 138.1 (Streetscape and Pedestrian Improvements) and Public Works Code Section 806(d) (Required Street Trees for Development Projects).

Section 13. Effective and Operative Date. This Ordinance shall become effective 30 days from the date of passage. This Ordinance shall become operative only on (and no rights or duties are affected until) the later of (a) 30 days from the date of its passage, or (b) the date that Ordinance _____, Ordinance _____, and Ordinance _____ have become effective.

Copies of these Ordinances are on file with the Clerk of the Board of Supervisors in File Nos. _____.

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: _____
HEIDI J. GEWERTZ
Deputy City Attorney
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MEMORANDUM

February 20, 2020

TO: MEMBERS, PORT COMMISSION
Hon. Kimberly Brandon, President
Hon. Willie Adams, Vice President
Hon. Gail Gilman
Hon. Victor Makras
Hon. Doreen Woo Ho

FROM: Elaine Forbes
Executive Director

SUBJECT: Request approval of Port-related transaction documents for the California Barrel Company LLC (CBC) mixed-use project located on the former Potrero Power Station site bounded by 23rd, Illinois and 22nd Streets and San Francisco Bay, including Port of San Francisco shoreline and adjacent lands referred to as portions of Seawall Lot 349, Pier 72 and 23rd Street, including: (1) consent to Development Agreement between the City and CBC; (2) approval of lease with CBC to use Port lands for public parks and open space and publicly accessible ways, including an option to impress a public trust easement on privately owned shoreline land and a portion of 23rd Street leading to the shoreline; (3) delegation of authority to Port's Executive Director to enter into one or more Memoranda of Understandings with various City agencies, including the San Francisco Public Utilities Commission, the San Francisco Public Works Department and the Department of Building Inspection, relating to each agency's role and responsibility; and (4) adoption of environmental findings, including a mitigation monitoring and reporting program and a statement of overriding considerations, pursuant to the California Environmental Quality Act.

DIRECTOR'S RECOMMENDATION: Approve Attached Resolution

EXECUTIVE SUMMARY

On February 11, 2020, the Port Commission received an informational briefing on the Potrero Power Station (PPS) project, led by the California Barrel Company LLC (CBC or Project Sponsor) and managed on behalf of the City by the Office of Economic and Workforce Development (OEWD). The planning and entitlement work has been coordinated by an interagency team, including the Planning Department, the San Francisco Public Utilities Commission (SFPUC), San Francisco Public Works (SFPW) and the Port of San Francisco (Port) to rezone the PPS site, establish land use controls, develop design standards, and provide for development of residential, commercial

(including office, research and development / life science, retail, hotel, entertainment/ assembly and production, distribution and repair), parking, community facilities and open space land uses *(see Exhibit 1, Project Location).* The February 11, 2020 briefing focused on the planning efforts for the former Potrero Power Plant, including the proposed use of certain Port lands for public and private rights-of-ways, parks and open spaces and the participation in the planning efforts to ensure that the future improvements respond to the Port and its stakeholders' needs, including coordination with the Pier 70 projects.

Overall, the proposed PPS project would construct up to approximately 5.4 million gross square feet (gsf), of uses, including approximately:

- 2.5 and 2.7 million gsf of residential uses (about 2,500 to 2,700 dwelling units);
- 1.6 and 1.8 million gsf of commercial uses (office, R&D/life science, retail, hotel, and PDR);
- 965,000 gsf of parking;
- 50,000 gsf of community facilities; and
- 25,000 gsf of entertainment/assembly uses.

The program also includes approximately 6.9 acres devoted to publicly accessible open space *(see Exhibit 2, Land Use Program).* Most of the new buildings would range in height from 65 to 180 feet, with one building at 240 feet.

Of the 6.9 acres of open space planned for the 29-acre PPS site, about 40 percent or 2.9 acres is located on Port-owned property. The 2.9 acres consists of three noncontiguous areas (*see: Exhibit 3, Land Ownership)*:

- the largest area is 1.6 acres located between the former Power Station sub-area and the Bay and includes water area for a potential recreational dock;

- the second largest is 1.3 acres located along 23rd Street between the Power Station sub-area and Illinois Street; and

- the smallest piece is less than one tenth of an acre and is located on the northeast corner of the site next to the Bay.

Coordinating through an interagency process, the Project Sponsor proposes to lease Port land for a term of 66 years for shoreline parks and open space. The lease would allow and require the Project Sponsor to improve, operate and maintain the premises for the public's enjoyment and access and would include an indemnity for claims relating to activities that occur on the premises. As additional consideration for the lease, the Project Sponsor has also agreed to grant Port an option to impress a Public Trust Easement on certain of the Project Sponsor's lands along the shoreline adjacent to the premises and in the 23rd Street right-of-way leading to the shoreline.

This staff report is organized around seven topics including:

1. Project Background

2. How the Project meets the Port's Strategic Objectives
3. The Southern Waterfront Beautification and Community Benefits program
4. The Lease and Public Trust Easement
5. Port Commission Approval and Key Transaction documents
6. Community Outreach
7. Next Steps and Schedule

PROJECT BACKGROUND

The City, Port and CBC have been coordinating for over three years on the PPS project, which will include land use controls, infrastructure program and financing plan that will be documented in a Development Agreement. The planning has undergone an extensive community engagement process, including outreach to both the Port's Central Waterfront Advisory Group and Southern Waterfront Advisory Committee. In many regards the PPS project is like the Pier 70 Special Use District and will have similar controls and require similar approvals. CBC has been coordinating with the Port and Brookfield on aspects of the PPS project that connect to the Pier 70 project including shoreline parks, streets, transportation, infrastructure and resiliency measures.

Project Benefits

The land use program as described above along with the Development Agreement and lease include several public, City and Port benefits, including the following:

- *Open Space*: Creation or improvement of approximately 6.9 acres (2.9 acres within the Port's jurisdiction) of public open space and enhancing the Blue Greenway.

- *Maintenance of Public Spaces:* The open space maintenance will be funded by the Project Sponsor, which will also include indemnification of the Port and City. For additional financial security, maintenance costs will also be backed by a contingent services special tax under the Community Facilities District covering the PPS project site, which the City can activate in case the Project Sponsor fails to sufficiently fund maintenance costs.

- *Public Trust Easement:* The Project Sponsors have agreed to grant the Port an option to record a Public Trust easement on privately-owned shoreline lands adjacent to the premises and the 23rd Street right-of-way to provide significant benefits to the Public Trust in perpetuity by consolidating and expanding the total acreage of lands protected by the Public Trust, providing and protecting public access and recreation along the shoreline and enhancing the physical configuration of Public Trust lands along the shoreline.

- *Affordable Housing:* The PPS project will include an affordable housing plan to facilitate development of 30% of all residential units built within the project site as below market rate units and $45 million in affordable housing fees generated from the site.

- *Transportation:* The PPS project is projected to generate $64 million towards the Transit Sustainability Fee (TSF) and will construct capital improvements to support a Muni bus line planned to be routed through both Pier 70 and the PPS site. The project also includes a Transportation Demand Management Program. Up to $2 million of the TSF funds may be used to pilot a San Francisco shoreline small vessel service, subject to trailing approvals by SFMTA when such TSF funds are collected.

- *Jobs and Workforce Development Program:* The PPS project would implement a workforce development program to encourage local business participation, including an LBE participation goal of 17% as established by the City's Contract Monitoring Division as well as participation in the City's First Source Hiring Requirements. The PPS project will provide additional resources (e.g., funding, on-site job training opportunities, internships/work experiences and space for jobseeker events) to support community-based organizations that provide job readiness training for individuals within at-risk populations.

- *Community Facilities:* The PPS project is providing 25,000 square feet for a Community Center and will also include two 6,000 square foot childcare facilities.

Improvements Within the Port's Jurisdiction

The Port lands will be improved to provide publicly accessible shoreline parks and open spaces and improved roadway access to the shoreline parks and open spaces. The improvements will include the following amenity types:

- Blue Greenway Pathways and a potential recreational boating dock;
- Plazas, public art, gardens and picnic areas; and
- Informal play structures and site interpretation.

The shoreline will be elevated to address projected sea level rise for the next 100 years and designed to accommodate projected sea level rise of 90" plus a storm surge of 42", for a total of132" above current Mean Higher High Water (MHHW). The shoreline will also be adaptable if future sea level rise exceeds current projections.

The shoreline open spaces will connect to the Pier 70 open spaces and will help close a gap along the Blue Greenway. Ultimately as the property to the south of the PPS site redevelops, the PPS shoreline open spaces will connect the Pier 70 open spaces with Warm Water Cove Park.

In addition to the shoreline open spaces, the PPS project will fully improve the Port's portion of 23rd Street which is an underimproved Port street. 23rd Street will also be extended to the east to accommodate the project. The extension will not include a sidewalk on the south side because of the need to provide loading access to the adjacent property owner. The Port will issue a no-cost license to CBC to construct the street improvements, and such improvements will be completed to specifications that would allow Public Works to accept the improvements for maintenance as a public right-of-way.

Craig Lane, which is a service alley that is located on both the PPS site and the Pier 70 site, will be constructed and maintained by PPS in perpetuity in accordance with a Reciprocal Easement Agreement to be negotiated among PPS, Brookfield and the Port. This service alley, while not a public street, will be open for use by the public.

City Approvals
On January 30, 2020, the Planning Commission certified the Final Environmental Impact Report (FEIR), adopted CEQA findings, and approved General Plan amendments and findings, Planning Code and Zoning Map amendments, the Potrero Power Station Design for Development, and the Development Agreement for the Potrero Power Station Mixed-Use Project, with a recommendation that the Board of Supervisors approve the transactional documents.

The PPS project is scheduled to be presented to the SFPUC for consent to the DA on March 10, 2020.

The PPS project is scheduled to be presented to the Board of Supervisors' Land Use Committee on March 9, 2020, with a first reading at the full Board of Supervisors on March 17, 2020.

STRATEGIC PLAN OBJECTIVES

The Port's participation and coordination in the PPS project will address two of the Port's Strategic Plan goals including:

- *Evolution* to transform the waterfront to respond to changing public and Port needs. The PPS project will improve Port open spaces consistent with the Public Trust to provide publicly desired amenities and activities; and

- *Engagement* to increase the public's awareness of the purpose and benefits of Port functions and activities. The PPS project will strengthen public understanding and support of Port responsibilities and projects through community engagement and participation at many levels.

SOUTHERN WATERFRONT COMMUNITY BENEFITS AND BEAUTIFICATION

Described previously are the numerous City, Port and community benefits the PPS project provides. Specific to the Port, the proposed project would improve and maintain the Potrero Power Station shoreline and provide new open space and parks for the public to enjoy, including closing a gap in the Blue Greenway. The Project Sponsor would be responsible for all costs associated with the park improvements and for all maintenance and liability associated with activities that occur on the land. These improvements not only provide benefits to the residents of the new community, and the City and the State of California at large, but also close a gap in the Blue Greenway to connect the rest of the City to this community. The project generates no revenue to the Port and thus would not generate revenue to the Southern Waterfront Community Benefits and Beautification fund.

PORT COMMISSION APPROVALS AND KEY TRANSACTION DOCUMENTS

The following approval actions by the Port Commission are needed for the Potrero Power Station Mixed-Use Project:

1. **Consent to the Development Agreement** between the City and California Barrel Company, LLC, including approval of infrastructure, stormwater management improvements, parks and open spaces and other public improvements planned for land under Port jurisdiction and delegation to the Port Executive Director to grant later approvals described in the Development Agreement. A copy of the draft Development Agreement is on file with the Port Commission Secretary.

2. **Approval of a lease** with CBC to use Port lands for public parks and open space, streets and publicly-accessible areas in compliance with the Public Trust, including an option to impress a Public Trust Easement for the Port, City and State benefit on shoreline land and the portion of 23rd Street currently owned by CBC. A copy of the draft lease is on file with the Port Commission Secretary.

3. **Delegation** to the Port's Executive Director to enter into one or a series of **Memoranda of Understanding** with SFPW, SFPUC, the Department of Building Inspection (DBI) or other City agencies, as appropriate, to delineate agency responsibilities for management, maintenance, programming and permitting authority for the Public Trust lands held by the Port as trustee.

4. **Adoption of environmental findings**, including a mitigation monitoring and reporting program and a statement of overriding considerations, pursuant to the California Environmental Quality Act (CEQA). A copy of the FEIR, the Planning Commission motions and the CEQA findings, including the MMRP and the statement of overriding considerations, are on file with the Port Commission Secretary, and may be found in the records of the Planning Department at 1650 Mission Street in San Francisco.

Development Agreement

The Development Agreement (DA), which has been approved by the Planning Commission subject to Board of Supervisors approval, vests in California Barrel Company LLC, master entitlement to construct the Potrero Power Station Mixed-Use Project in exchange for public benefit obligations above and beyond those provided by typical code-compliant projects. The key provisions of the DA that relate to the Port's consent include:

- *Parks and Open Space:* The DA provides for CBC to construct approximately 7.0 acres (2.9 acres of which would be located within the Port's jurisdiction) of public parks and open space. The parks and open space would be constructed commensurate with development, in three phases *(see Exhibit 4: Phasing Plan)*.

- *Infrastructure Plan:* The Infrastructure Plan defines the infrastructure proposed for the entire PPS project, including infrastructure planned for Port property, the oversight, acceptance and maintenance of which will be the subject of one or more Memoranda of Understanding with other City agencies.

- *Financing Plan:* The Financing Plan includes a Community Facilities District (CFD). The CFD will include a contingent services special tax that would be triggered upon property owners at the Port's option should the lessee fail to adequately fund the maintenance of the Port property. This is meant as a backstop protection for the Port so that future maintenance and liability costs do not fall to the Port.

Other City agencies consenting to the DA include the SFPUC, the SF Municipal Transportation Agency (SFMTA) Board of Directors, SFPW and the SF Fire Department (SFFD), as the DA relates to those agencies' jurisdiction.

Lease and Public Trust Easement
The proposed lease between the Port and CBC is for shoreline property to be used for public parks and open space for a term of 66 years. CBC will be responsible for improving, maintaining and managing the property for the duration of the lease and will indemnify the City and Port for any damages or injury that occur on the Port property. The park design will be developed to compliment with the Pier 70 shoreline parks and will be programmed with amenities to maximize public use and access.

While the Port owns a significant portion of the shoreline land, there are parcels within planned parks and open spaces along the shoreline and future roadways that are owned by CBC. The Port, City and State would benefit by having these lands encumbered in perpetuity through a Public Trust Easement. The benefit of an easement rather than fee title is that the Port, City and State will not take on any new or additional liabilities on formerly industrial lands that have contamination from historical uses while also permanently guaranteeing them for uses consistent with the Public Trust. CBC has agreed to grant the Port an option to impress a Public Trust Easement on shoreline properties adjacent to the lease premises and the portion of 23rd Street leading to the waterfront *(see Exhibit 5 Lands to be Impressed with Public Trust Easement)*. The Port has consulted with State Lands Commission staff, who support the easement concept. If the Port exercises the option, the easement would be impressed upon approximately 1 acre of shoreline area and approximately 0.97 acres of roadway.

Memorandum of Understanding
As described above, the proposed Memorandum of Understanding (MOU) or MOUs between the Port and various City agencies, including the SFPUC, SFPW, and DBI, will be prepared to establish the roles and responsibilities of each of these agencies with respect to the both public and private improvements on Port lands. The MOU would assign management, maintenance, liability, programming and permitting authority to these agencies with respect to their respective authority and jurisdiction and relieve the Port of financial obligations and liability for the maintenance of certain public improvements on Port lands. The Port, however, would retain review authority of uses

within its jurisdiction for consistency with the Public Trust and for certain permitting and acceptance activities as required by the Chief Harbor Engineer.

Final terms for the MOU are being refined in conjunction with final project negotiations and approvals. When complete, the staff anticipates that the MOU would include the following terms with respect to each of the following agencies, the details of which will continue to be developed further by the Port and staff of the respective agencies with assistance from the City Attorney's Office:

City Agency	Key MOU Terms
SFPUC	• Oversee construction of any public utility infrastructure and stormwater management facilities that are or will be under the SFPUC ownership, control or oversight. • Accept, operate, and maintain the public utility infrastructure that SFPUC elects to accept.
SFPW	• To the extent agreed with the Chief Harbor Engineer, review applications for necessary permits for roadways, alleys, geotechnical and shoreline improvements, grading, park construction and related activities within the Trust lands and where appropriate, issue such permits • Work with DBI on permits, inspections, and other responsibilities for the construction, alteration, improvement or removal of any structure within the Trust lands. • Accept, operate and maintain the infrastructure constructed within the Trust lands and for street vacations that are built to City standards and SFPW agrees to accept.
DBI	• In accordance with the existing as-needed MOU relationship with the Port, provide review support for permits for structures and other improvements on the Trust lands, and related oversight and inspections as requested.

COMMUNITY OUTREACH

Since purchasing the site in 2016, the Project Sponsor has conducted intensive community outreach. In addition to ten publicly noticed community workshops where feedback on the proposed project was attained, the Project Sponsor has conducted monthly site tours and held over 100 stakeholder meetings. Biweekly open office hours are hosted by the Project Sponsor at various neighborhood establishments, and

members of the public are invited to converse with the team on any topic of their liking. In addition to numerous neighborhood group meetings and open houses, the project was reviewed by the Port's Central Waterfront Advisory Group and Southern Waterfront Advisory Committee.

SCHEDULE AND NEXT STEPS

The PPS project is scheduled to be presented to the SFPUC for consent to the Development Agreement on March 10, 2020. If approved by the Port Commission, the project will seek approvals from the Board of Supervisors in March 2020 for the Development Agreement, the Lease and other matters, and anticipates authorization and permit approval from the Bay Conservation and Development Commission in the summer of 2020.

Prepared by: David Beaupre
Senior Development Project Manager

For: Michael Martin
Port Deputy Director of Real Estate and Development

Jon Lau
Office of Economic and Workforce Development, Director of Development

EXHIBITS
Exhibit 1: Site Location
Exhibit 2: Land Use Program
Exhibit 3: Property Ownership
Exhibit 4: Phasing Plan
Exhibit 5: Public Trust Easement Map

PORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 20-12

WHEREAS, Charter Section B3.581 empowers the Port Commission with the authority and duty to use, conduct, operate, maintain, manage, regulate and control the lands within Port jurisdiction; and

WHEREAS, California Barrel Company LLC, a Delaware limited liability company (the "Developer"), has proposed the Potrero Power Station Mixed-Use Project (the "Project") for certain real property generally bounded by 22nd, 23rd and Illinois Streets, and the San Francisco Bay on the east, altogether consisting of approximately 29 acres (the "Site"); and

WHEREAS, Chapter 56 of the San Francisco Administrative Code authorizes the City to approve a development agreement with a developer of property in the City and County of San Francisco in accordance with California law; and

WHEREAS, On January 30, 2020 the Planning Commission approved various entitlements for the Project, including a development agreement with the Developer (the "Development Agreement") subject to consenting approvals from the Port and other affected City agencies and the Board of Supervisors; and

WHEREAS, The Development Agreement will vest development rights in exchange for the delivery of public benefits with respect to the development of the Site with a range of approximately 2,500 to 2,700 dwelling units; approximately 1.6 and 1.8 million gross square feet (gsf) of commercial uses (office, R&D/life science, retail, hotel, and PDR); 965,000 gsf of parking; 50,000 gsf of community facilities; 25,000 gsf of entertainment/assembly uses; and 6.9 acres of open space; and

WHEREAS, The Project includes construction and funding of transportation and circulation improvements, new and upgraded utilities and infrastructure, geotechnical and shoreline improvements, and other green infrastructure; and

WHEREAS, The Development Agreement includes an Infrastructure Plan that defines the infrastructure proposed for the entire Site, including streets and other infrastructure planned for Port-owned property; and

WHEREAS, Port owns approximately 2.9 acres of property within the Site, including a narrow shoreline area and a portion of 23rd Street; and

WHEREAS, The Port lands within the Site are subject to the public trust for commerce, navigation and fisheries (the "Public Trust"); and

WHEREAS, Port and the Developer have negotiated L-16662 (the "Lease") pursuant to which the Developer will lease, for a term of 66 years, the Port's shoreline lands within the Site for publicly accessible open space and potentially a public recreational dock, in consideration for the Developer's agreement to improve, maintain and operate the premises at its cost during the term of the Lease; and

WHEREAS, As additional consideration for the Lease, the Developer agreed to grant the Port an option to impress the Public Trust on approximately 1.97 acres of the Developer's lands along the shoreline adjacent to the premises and in the 23rd Street right-of-way leading to the shoreline; and

WHEREAS, The Project and the Lease provide numerous benefits to the Public Trust as described in the Memorandum accompanying this Resolution, including (a) creation of new publicly-accessible open space, integrated waterfront parks and an extension of the Blue Greenway that will enhance public use and enjoyment of the San Francisco Bay shoreline and will be maintained with private funding, and (b) an option to impress the Public Trust on privately-owned shoreline, which would consolidate and expand the total acreage of lands protected by the Public Trust, provide and protect public access and recreation along the shoreline, and enhance the physical configuration of the Public Trust along the shoreline; and

WHEREAS, The Project includes the proposed formation of a Community Facilities District that will include a contingent services special tax that would be available to fund the operation and maintenance of Port property if the Developer fails to do so as required under the Lease; and

WHEREAS, The Lease meets the Port's Strategic Objectives of Evolution and Engagement as more particularly described in the Memorandum accompanying this Resolution, and the Port's Southern Waterfront Community Benefits and Beautification Policy by enhancing and maintaining the shoreline parks, local workforce development provisions and historic preservation; and

WHEREAS, The Port and other affected City departments such as San Francisco Public Works, the San Francisco Public Utilities Commission, and the Department of Building Inspection, intend to negotiate one or more Memorandum of Understandings ("MOUs") regarding Project coordination, including matters relating to design review and permitting, as more particularly described in the Memorandum accompanying this Resolution; and

WHEREAS, On January 30, 2020, the San Francisco Planning Commission, in Motion No. 20635, certified the Final Environmental Impact Report for the Potrero Power Station Project (Case No. 2017-011878ENV) ("FEIR"); on that same date, in Motion No. 20636, the Planning Commission adopted California Environmental Quality Act ("CEQA") Findings, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program ("MMRP"); and

WHEREAS, Since that time, there have been no changes to the Project, changes to the circumstances under which the Project will be undertaken, or substantial new information that would trigger the need for a subsequent environmental impact report; and

WHEREAS, A copy of the FEIR, Planning Commission motions and the CEQA findings, including the MMRP and the statement of overriding considerations, are on file with the Port Commission Secretary, and may be found in the records of the Planning Department at 1650 Mission Street in San Francisco, and are incorporated herein by reference; now, therefore be it

RESOLVED, That the Port Commission has reviewed the FEIR, the MMRP and the CEQA findings, and finds that the FEIR is adequate for Port Commission use as the decision-making body for the actions taken herein, and does hereby adopt the CEQA findings as set forth in Planning Commission Motion No. 20636, including the statement of overriding considerations, as its own and adopts the MMRP items under the jurisdiction of the Port Commission; and be it further

RESOLVED, The Port Commission finds that the Lease serves a public purposes and that the portions of the Project to be developed on Port property and the Lease are consistent with and further the purposes the Public Trust; and be it further

RESOLVED, Upon consideration of the Development Agreement, the Port Commission hereby consents to the Development Agreement, as it relates to matters under Port jurisdiction, including the Infrastructure Plan and Developer's completion of parks and open space on land under Port jurisdiction; and be it further

RESOLVED, That the Port Commission hereby authorizes the Executive Director, or her designee, to execute the consent to the Development Agreement, in substantially the form on file with the Port Commission Secretary, subject to such further changes and revisions as deemed necessary and appropriate to implement this Resolution; and be it further

RESOLVED, That the Port Commission hereby authorizes the Executive Director, or her designee, to execute the Lease, in substantially the form on file with the Port Commission Secretary, subject to Board of Supervisors approval of the Lease and such further changes and revisions as deemed necessary and appropriate to implement this Resolution and Board of Supervisors; and be it further

RESOLVED, That the Port Commission hereby authorizes the Executive Director, or her designee, to execute one or more MOUs, with terms as set forth in the Memorandum accompanying this item, at such time as is called for under the Development Agreement, subject to such further changes and revisions as deemed necessary and appropriate to implement this Resolution; and be it further

RESOLVED, That the Port Commission authorizes the Executive Director, or her designee, to enter into other agreements, licenses, encroachment permits, easement agreements, and other related covenants and property documents necessary to implement the transactions contemplated by the Development Agreement and the Lease, and to enter into any additions, amendments or other modifications to the Development Agreement, the Lease and the MOUs, including preparation and attachment of, or changes to, any or all of the attachments and exhibits that the Executive Director, in consultation with the City Attorney, determines are in the best interests of the City and the Port, do not materially decrease the benefits or otherwise materially increase the obligations or liabilities of the City or Port, and are necessary or advisable to complete the transactions that the Development Agreement, the Lease and the MOUs contemplate and effectuate the purpose and intent of this Resolution, such determination to be conclusively evidenced by the execution and delivery by the Executive Director of such other agreements, licenses, easement agreements and other related covenants and property documents, and/or additions, amendments or other modifications to the Development Agreement, the Lease and the MOUs; and be it further

RESOLVED, That the Port Commission authorizes the Executive Director and any other appropriate officers, agents or employees of the City and the Port to take any and all steps (including if necessary, obtaining Board of Supervisors approval and the execution and delivery of any and all applications, recordings, maps, certificates, agreements, notices, consents, and other instruments or documents) as they or any of them deems necessary or appropriate, in consultation with the City Attorney, in order to consummate real property matters necessary to effectuate the purpose and intent of this Resolution; and be it further

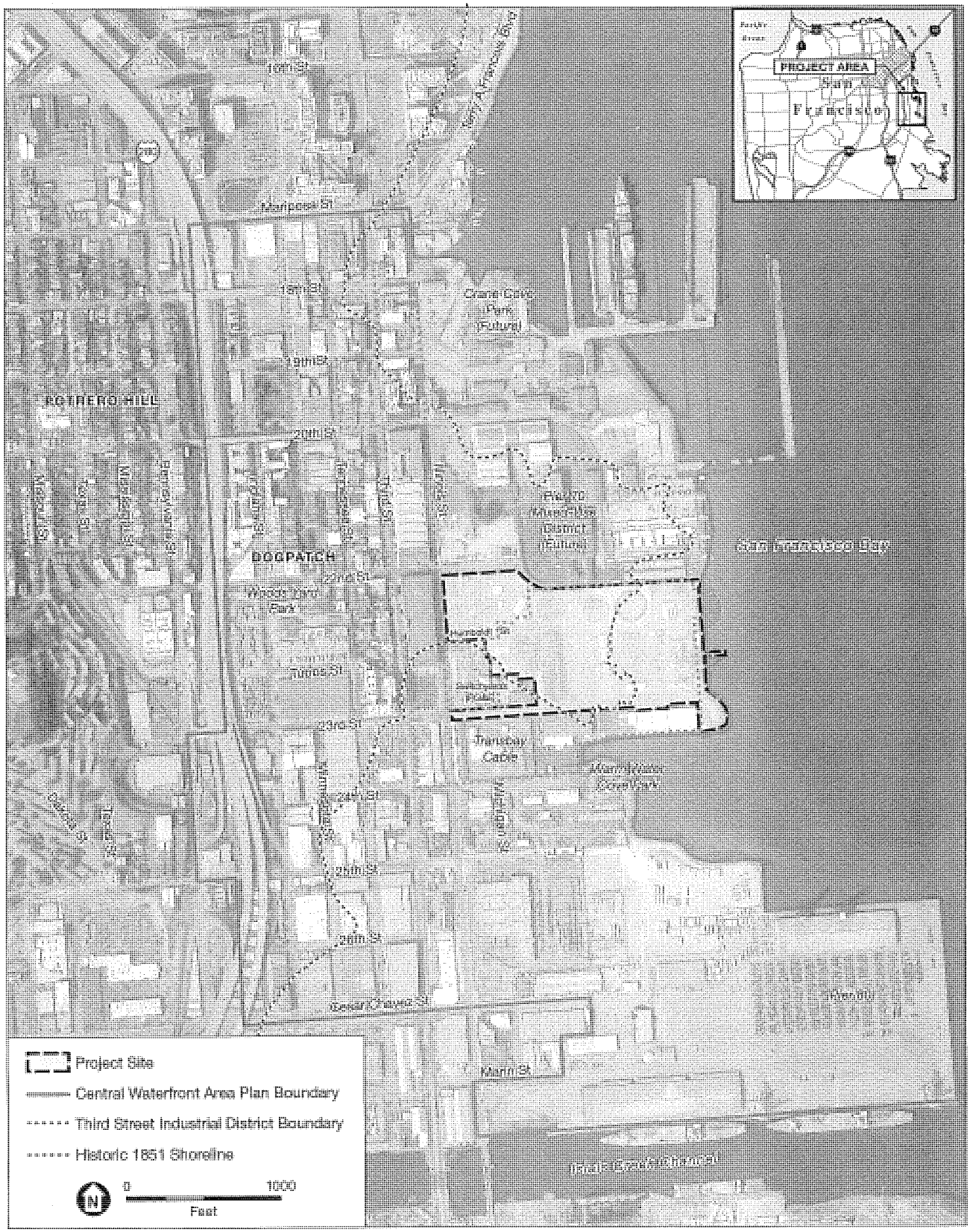
RESOLVED, That the Port Commission authorizes the Executive Director and any other appropriate officers, agents or employees of the City and the Port to take any and all steps (including the execution and delivery of any and all certificates, agreements, notices, consents, escrow instructions, closing documents and other instruments or documents) as they or any of them deems necessary or appropriate, in consultation with the City Attorney, in order to consummate the transactions contemplated under the Development Agreement, the Lease and the MOUs, in accordance with this Resolution, or to otherwise effectuate the purpose and intent of this Resolution, such determination to be conclusively evidenced by the execution and delivery by any such person or persons of any such documents.

I hereby certify that the foregoing resolution was adopted by the San Francisco Port Commission at its meeting of February 25, 2020.

A J Quesada

Secretary

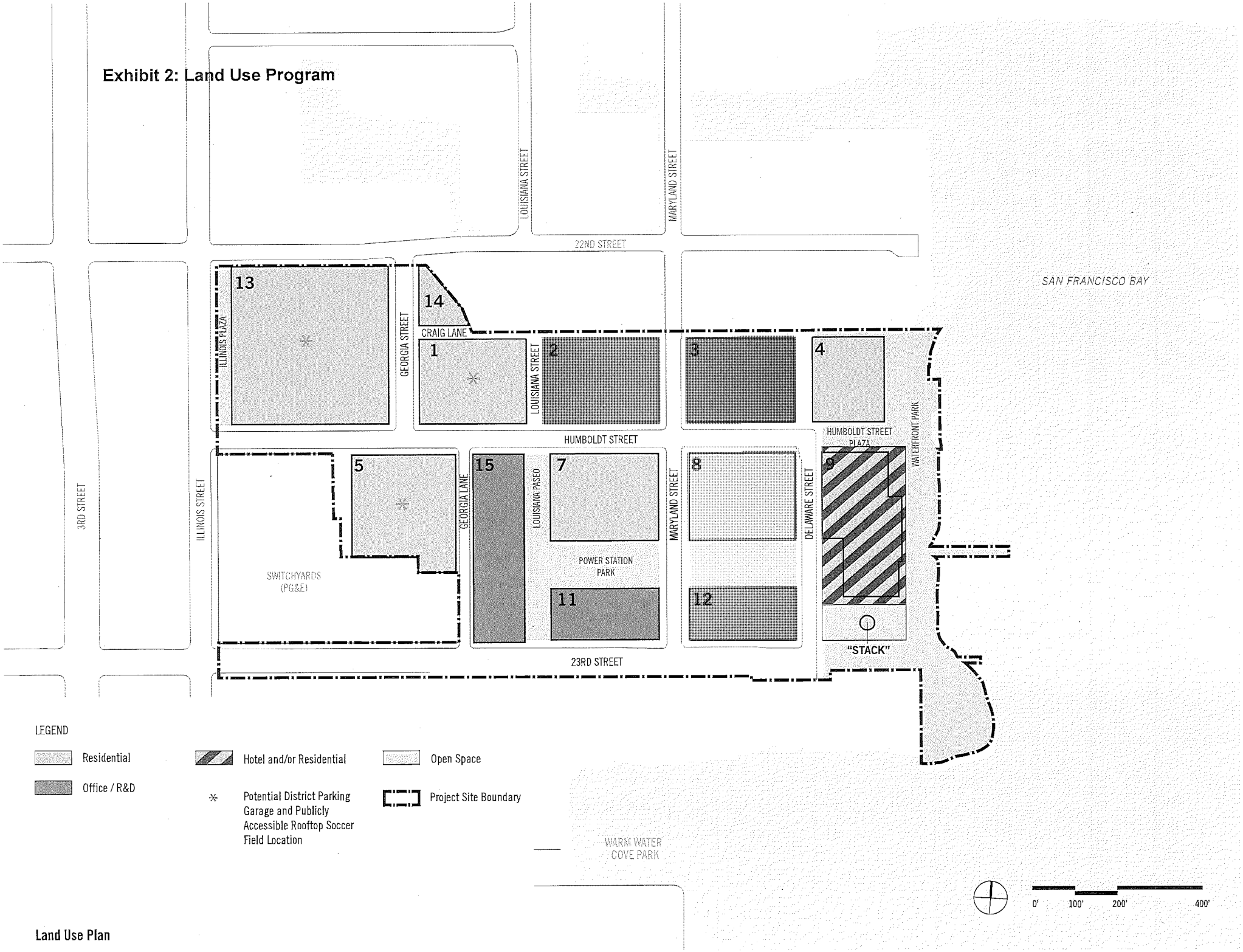
Exhibit 1: Site Location



SOURCE: Google Earth, 2017; ESA, 2018

Potrero Power Station Mixed-Use Development Project

Exhibit 2: Land Use Program

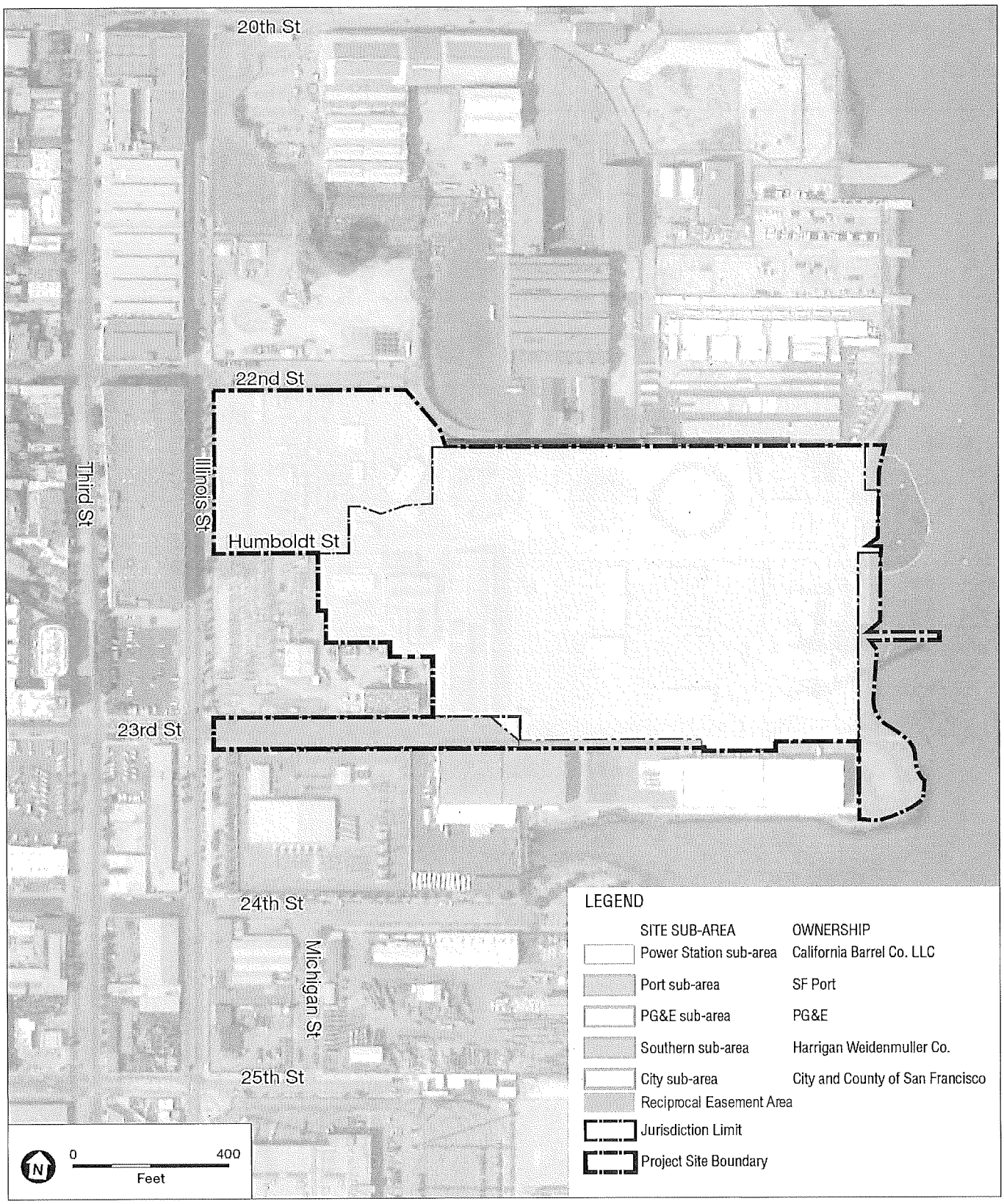


LEGEND

- Residential
- Office / R&D
- Hotel and/or Residential
- Potential District Parking Garage and Publicly Accessible Rooftop Soccer Field Location
- Open Space
- Project Site Boundary

Land Use Plan

Exhibit 3: Property Ownership

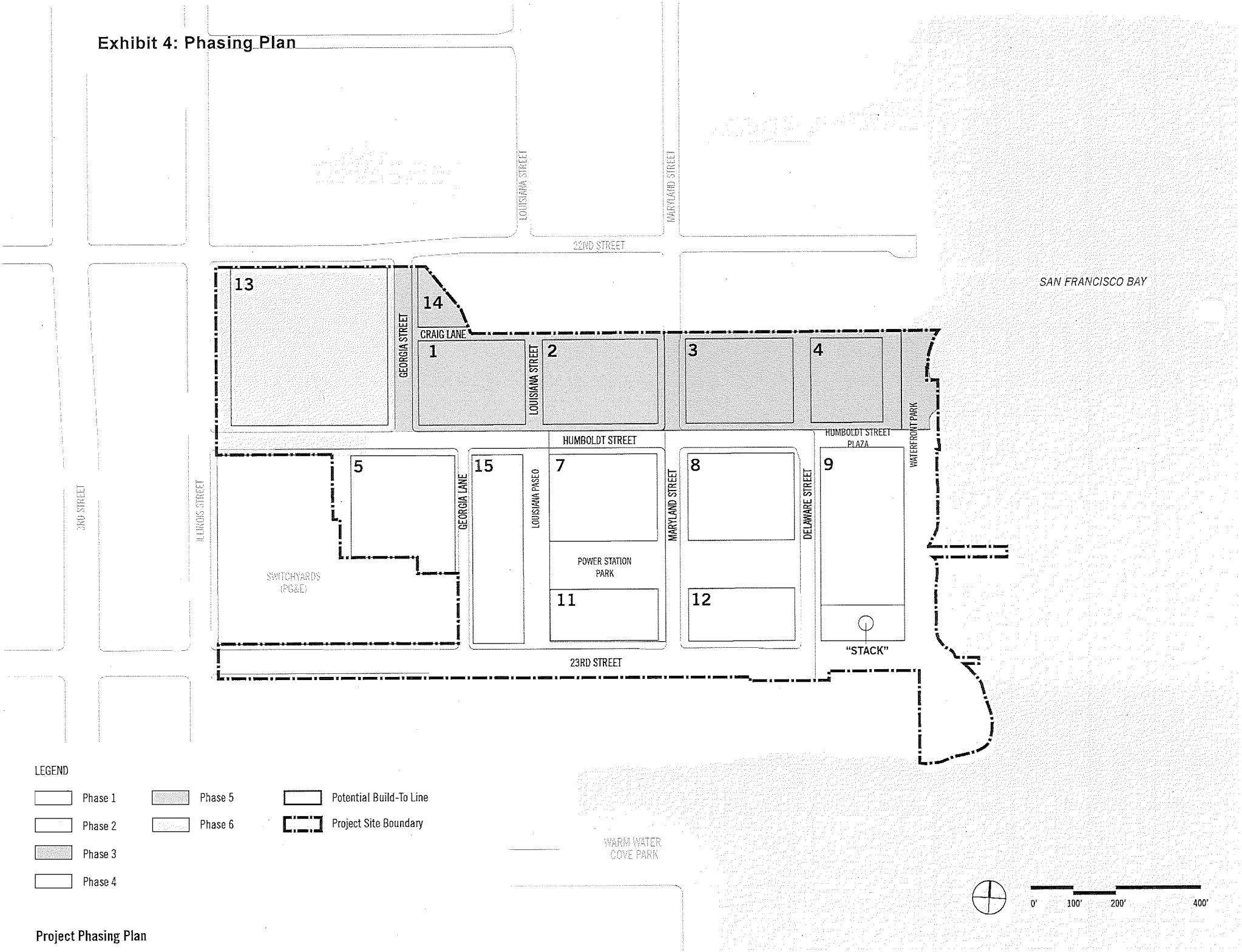


SOURCE: Perkins+Will 2017; Google Earth, 2017; ESA, 2018

Potrero Power Station Mixed-Use Development Project

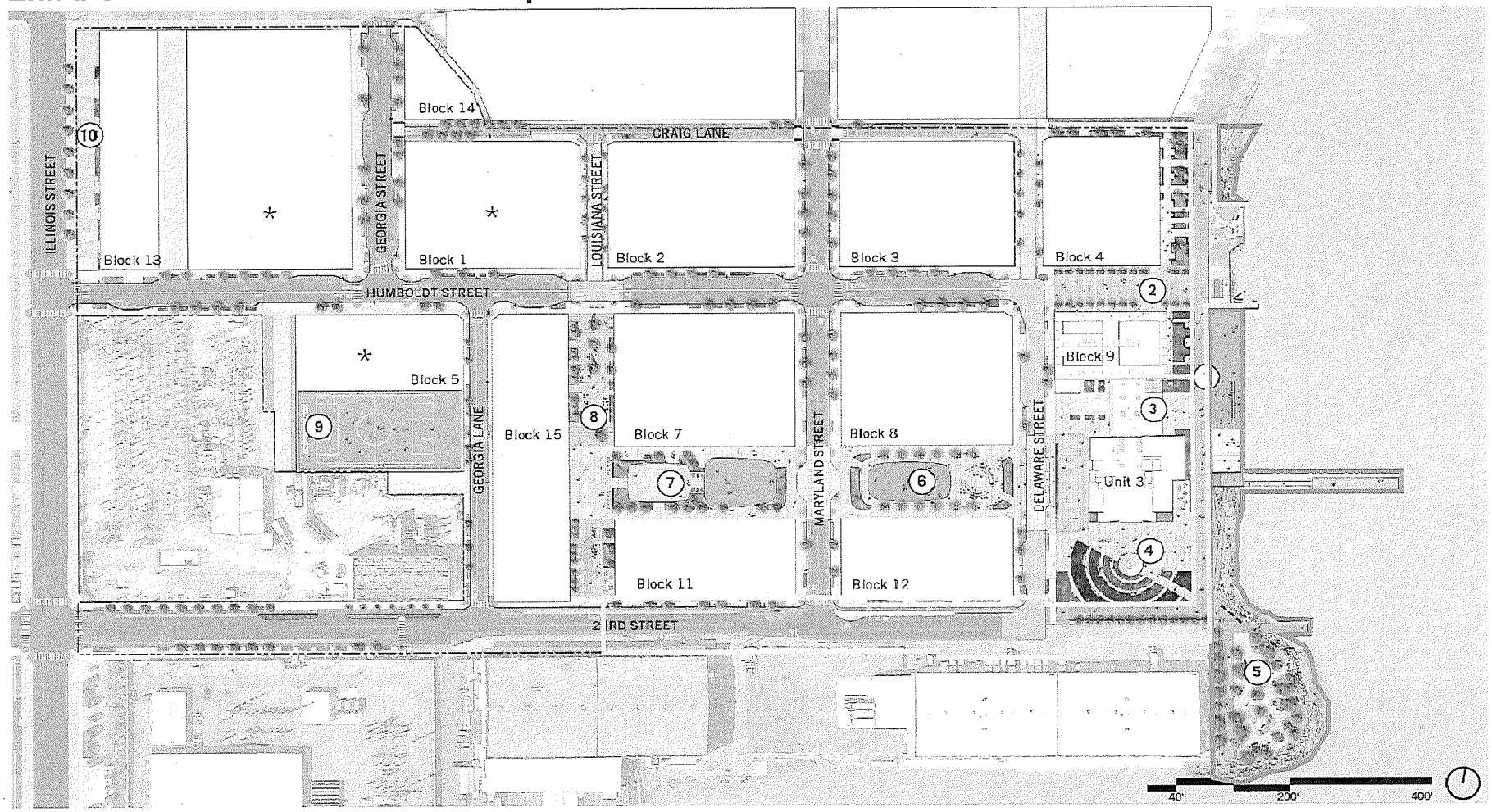
Project Site Sub-Areas and Ownership

Exhibit 4: Phasing Plan



Project Phasing Plan

Exhibit 5: Public Trust Easement Option



1. Waterfront Open Spaces: Section 4.16-4.19
2. Humboldt Street Plaza: Section 4.24
3. Block 9 Open Space: Section 4.22-4.23
4. Stack Plaza: Section 4.21
5. The Point: Section 4.20
6. Power Station Park East: Section 4.28
7. Power Station Park West: Section 4.29
8. Louisiana Paseo: Section 4.30
9. Rooftop U-10 Soccer Field: Section 4.31
   * Rooftop Soccer Field will be at the District Parking Garage, which may be at Block 1, Block 5, or Block 13
10. Illinois Street Plaza: Section 4.32

Port Lands = 1.6 acres

Public Trust Easement Parcel = 2.0 acres (Waterfront Open Spaces = 0.9 acres, 23rd Street ROW = 0.9 acres, Other = 0.2 acres)

CALIFORNIA BARREL COMPANY
420 23RD STREET | SAN FRANCISCO, CA | 94107 | (415) 796-8945

January 3, 2020

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, California 94103-2479
Attn: John Rahaim, Director

Re: Application for Development Agreement for the Potrero Power Station Mixed-Use Development Project, Administrative Code § 56.4

Dear Director Rahaim:

Pursuant to San Francisco Administrative Code Section 56.4, California Barrel Company LLC ("CBC LLC") submits this letter application for a Development Agreement with respect to the Potrero Power Station Mixed-Use Development Project, located at property generally bound by 23rd Street to the south, Illinois Street to the west, 22nd Street to the north, and the San Francisco Bay to the west (Assessor's Block 4175, Lot 002; Block 4232, Lot 006; Block 4175, Lot 017; a portion of Block 4175, Lot 018; Block 4232, Lot 006; and non-assessed Port and City and County of San Francisco properties) (the "Project").

The Project is a multi-phased, mixed-use development that will include approximately 6.9 acres of new publicly accessible and improved parkland and open space, and a mixed-use urban neighborhood, including up to approximately 2,600 dwelling units and approximately 1.8 million square feet of commercial uses.

Thirty percent of the Residential Units produced by the Project will be affordable housing units. The Project is anticipated to generate an annual average of approximately 230 construction jobs during construction and, upon completion, approximately 5,200 net new permanent on-site jobs. In addition, the Project is expected to generate an approximately $24 million net annual increase in general fund revenues to the City, as well as approximately $150 million in one-time fees and more than $700 million invested in public infrastructure, affordable housing, and other community serving facilities.

CBC LLC has had extensive discussions with City departments and the community about the Development Agreement's proposed public benefits. Those discussions led to the following proposed community benefits, which meet or exceed those required by existing ordinances and regulations governing the approval of the Project:

1. 30% Affordable Housing

- Thirty percent (30%) of the Residential Units produced by the Project will be affordable housing units. This requirement would be satisfied through a combination of the following:
  - Inclusionary Units within Market-Rate Projects at the Project Site.
  - Conveyance of Development Parcels, at no cost, to Affordable Housing Developers for the construction of 100% Affordable Units, as well as paying

any "gap" financing to Affordable Housing Developer for the cost of the Affordable Housing Project.

- Payment of the In-Lieu Fee to the Mayor's Office of Housing and Community Development for construction of affordable housing in Supervisorial District 10, on not more than 258 (33% of total Affordable Units) Residential Units in the aggregate.

- Affordability Levels. The inclusionary units must be consistent with the overall AMI averages currently required by Planning Code section 415:
  - Inclusionary Rental Units will be restricted, on average, to a Housing Cost that is affordable to Households earning not more than 72% of AMI.
  - Inclusionary For-Sale Units will be restricted, on average, to a Housing Cost that is affordable to Households earning not more than 99% of AMI.
- Homeless Prenatal Program. Preference will be provided to the Homeless Prenatal Program for up to eighteen (18) Inclusionary Units per Development Phase (and not more than thirty-six (36) Inclusionary Units in total for all Development Phases).
- "Proportionality." In addition to providing 30% of all units as affordable units, a minimum number of affordable units must be produced in proportion to every 500,000 square feet of office or life science use regardless of the number of housing units produced by the project.

2. Transportation

- Street network consistent with the City's Better Streets Plan connecting to the planned Pier 70 Mixed-Use District project directly north of the project site that is accessible for all modes of transportation and includes vehicular, bicycle, and pedestrian improvements.
- New bus stop and layover facilities for proposed extension of MUNI bus service though the Pier 70 and Potrero Power Station projects.
- Shuttle service supplementing MUNI service and connecting the project site to the BART system.
- Installation of traffic signals at the intersections of Illinois Street at 23rd and Humboldt streets.
- Approximately $65 million in Transportation Sustainability Fees directed to a variety of purposes within the neighborhood and larger transportation system.

3. Workforce Development

- Prevailing wage must be paid for all construction work.
- Developer must require project sponsors, contractors, consultants, subcontractors, and subconsultants to undertake workforce development activities in both the construction and end use phases of the Project in accordance with the Workforce Agreement attached to the Development Agreement.
- Local Business Enterprise requirements apply to certain construction activities.

- First Source for certain commercial activities.
- First Source for certain construction services:
  - Good faith effort for overall 50% of new hires for Entry-Level Positions filled by Local Residents.
  - Notification of Entry-Level Positions.
  - Local Residents first consideration through the CityBuild process.
- First Source for certain tech and life science operations
  - Provide space to host workforce related events for participants in City-sponsored STEM and workforce development programs such as company tours and job shadowing, technology career readiness workshops, panels, resume writing/vetting, mock interviewing, and networking events.
  - Dedicate employee time to support curriculum development and direct engagement with City-sponsored STEM and workforce development programs.
  - Commit to hiring practices described in the First Source agreement that offer direct employment opportunities for participants in City-sponsored STEM and workforce development programs.

4. Open Space

- Construction and maintenance in perpetuity of publicly accessible open space, totaling approximately 6.9 acres, consisting of:
  - A series of contiguous, integrated waterfront parks, including extension of the Blue Greenway and Bay Trail and creation of a 3.6-acre "Waterfront Park";
    - approximately 1.5 acres of Port-owned land to be included in the Waterfront Park, which would be improved by the project at no cost to the Port or the public
  - A 1.2-acre central green space in the interior of the Project Site ("Power Station Park");
  - The 0.7 acre "Louisiana Paseo" and the 0.3 acre "Illinois Street Plaza";
  - A publicly accessible soccer field would be constructed either on the roof of the parking garage or another location (if no parking garage is built).

5. Child Care Facilities

- Construction of two childcare facilities, each totaling not less than 6,000 gross square feet in size:
  - To be available for lease to a licensed nonprofit operator without charge for rent, utilities, property taxes, building services, or repairs, with minimum terms of three years.
  - After this initial term, any childcare facilities will be available to a licensed nonprofit operator for an additional period of five years, at a cost not to

exceed actual operating and tenant improvement costs reasonably allocated to similar facilities in similar buildings.

6. **Funding or Space for Public Library**
   - Pay $2,500,000 to the San Francisco Public Library for a library located on the Project Site or within ¾ mile from the Project Site, and;
   - Provide the San Francisco Public Library an option to lease a 7,000 square foot space on the Project Site for a public library.
7. **Community Facility**
   - Construction of one on-site community center that is no smaller than 25,000 gross square feet in size, provided rent free to a community facility operator such as the YMCA.
   - Provide a significant payment to the community facility operator for tenant improvements.
8. **Historic Preservation**
   - Station A will be retained, including saving and restoring its existing walls, and incorporating these existing features into a new building on Block 15.
   - The Boiler Stack will be retained and rehabilitated to the Secretary of the Interior's Standards for Historic Rehabilitation.
9. **Funding for Future Sea Level Rise Adaptation**
   - Developer and City will establish a Community Facilities District (CFD) which will provide funding for the project's infrastructure development in the near term and for mitigation of sea level rise in the longer term.
10. **SFPUC Facilities**
    - Provide a capital contribution not to exceed One Million Five Hundred Thousand Dollars ($1,500,000.00) to the City to pay for AWSS Infrastructure.
    - Separately, provide capital contribution for future Sewer Pump Infrastructure serving the southeast waterfront area.

11. Phasing of Community Benefits

- Appropriate Community Benefits, including but not limited to Affordable Housing and Open Space, are required to be provided with each development phase.

Respectfully submitted,
CALIFORNIA BARREL COMPANY LLC

By: _____
Enrique Landa

cc: Rich Sucre, San Francisco Planning Department
John Francis, San Francisco Planning Department
Ella Samonsky, San Francisco Planning Department
Ken Rich, Mayor's Office of Economic & Workforce Development
Jon Lau, Mayor's Office of Economic & Workforce Development
Jim Abrams, J. Abrams Law, P.C.

NRG Potrero LLC
100 California Street
Suite 400
San Francisco, CA 94111

September 9, 2016

REQUEST FOR CONSENT TO TRANSFER
UNDER THE MEMORANDUM OF UNDERSTANDING

VIA OVERNIGHT COURIER

Ken Rich
Director of Development
c/o Jon Lau, Project Manager
Office of Economic Workforce and Development
City Hall, Room 448
One Dr. Carlton B Goodlett Place
San Francisco, CA 94102

Re: Memorandum of Understanding (the "**MOU**") dated as of May 1, 2016, between the San Francisco Office of Economic Workforce and Development ("**OEWD**") and NRG Potrero LLC, a Delaware limited liability company ("**NRG**")

Gentlemen:

Reference is made to the MOU, a copy of which is attached hereto, for your convenience, as Exhibit A. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the MOU.

As described in the Notice of Transfer and Request for Partial Termination Under the Settlement Agreement dated on or about the date hereof, NRG has entered into an agreement (the "**Sale Agreement**") to transfer the approximately 21-acre Site (the "**Sale Site Transfer**") to California Barrel Company LLC, a Delaware limited liability company (the "**Buyer**"). This letter constitutes a written request by NRG, pursuant to Section 7 of the MOU, that OEWD consent to (a) the assignment by NRG to the Buyer of NRG's rights and rights and obligations under the MOU, which assignment would be effective as of the closing of the Sale Site Transfer to the Buyer pursuant to the Sale Agreement, and (b) the release of NRG from any and all obligations under the MOU first arising on or after the closing of the Sale Site Transfer to the Buyer pursuant to the Sale Agreement. The closing of the Sale Site Transfer to the Buyer under the Sale Agreement is currently expected to occur on September 21, 2016. Please indicate your consent to the foregoing by signing this letter in the space provided below and returning it to the undersigned by email (Sean.Beatty@nrg.com).

Information regarding the Buyer is as follows:

Name:	California Barrel Company LLC
Address:	c/o Paul Hastings LLP 55 Second Street, 24th Floor San Francisco, California 94105 Attn: Charles Thornton
Designated Representative(s):	Enrique Landa and Charles Thornton
Telephone Nos.:	415.713.3699 and 415.856.7001, respectively
Email:	e5@associatecapital.com and c3@associatecapital.com, respectively

A prompt response to this request is appreciated.

Very truly yours,

Sean P. Beatty
Regional General Counsel, West
NRG Energy, Inc.
on behalf of NRG Potrero LLC

ACKNOWLEDGED AND AGREED:

City and County of San Francisco,
a municipal corporation, acting by and through
its Office of Economic and Workforce Development

By: _____

Name: Todd Rufo

Title: Director

cc Charles Sullivan, Deputy City Attorney, City and County of San Francisco; via email only at Charles.Sullivan@sfgov.org
Enrique Landa and Charles Thornton, California Barrel Company LLC; via email only at e5@associatecapital.com and c3@associatecapital.com, respectively
David Hamsher, Esq., Paul Hastings, LLP; via email only at davidhamsher@paulhastings.com

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

[Attached]

MEMORANDUM OF UNDERSTANDING # _____

Potrero Project

THIS MEMORANDUM OF UNDERSTANDING (this "**MOU**") dated as of May 1, 2016, is made by and between the San Francisco Office of Economic and Workforce Development ("**OEWD**") and NRG Potrero, LLC ("**NRG**") in connection with the proposed Potrero development project in San Francisco.

RECITALS

This MOU is made with regard to the following facts, intentions, and understandings:

A. NRG is the owner of a 21-acre parcel of land in the Central Waterfront district of San Francisco, immediately south of the Port of San Francisco's "Pier 70 Area" (the "Site"). The Site once housed a set of relatively heavy industrial operations, including most recently a large natural gas-fired power generation facility. NRG's property is generally bounded by 22nd Street to the north; a Pacific Gas and Electric-operated transformer station (which sits along Illinois Street) to the west; 23rd Street on the south; and San Francisco Bay to the east.

B. In a Settlement Agreement ("**Closure Agreement**") between the City and County of San Francisco ("**City**") and Mirant Potrero, LLC (NRG's predecessor) dated August 13, 2009 and approved by the Board of Supervisors (Ordinance 220-09), the owner agreed to permanently cease all power-generating activities at the Site, when no longer needed for electric reliability as determined by the California Independent System Operator. Such a determination was granted in 2010, and the power plant was permanently closed on February 28, 2011. Under the terms of the Closure Agreement, and an ensuing deed restriction placed on the property, the Site can never again be used for fossil fuel generation. The Closure Agreement also contemplates "priority processing" for any reuse proposal put forth by the Site's owner; commits the City to designating senior representatives to work with ownership on a site plan for the land; and waives certain City costs related to the City's processing of a site plan.

C. NRG now seeks to reuse the Site through a mixed-use development project ("**Potrero Project**") of approximately three million square feet of residential and commercial uses, along with a variety of types of open spaces and a new circulation network. NRG has not yet filed for an environmental evaluation application with the Planning Department, which will contain a more specific basic project description. NRG and OEWD understand and agree that the Potrero Project may be refined and modified through the community and stakeholder review, environmental review, and planning processes.

D. NRG intends to apply for the approval of a special use district and planning code and zoning map amendments, a Section 309 approval, and to negotiate for other City agreements related to workforce and other public benefits, including a Development Agreement. These agreements will require review and approval by the City's Planning Commission and Board of Supervisors, and may require approval of other City agencies.

E. The parties anticipate that a special use district ordinance and supplementary planning and design standards documents will establish the review and design guidelines and requirements for the Potrero Project, including the process by which the design of individual phases of the Potrero Project are approved by the City.

F. OEWD is currently working with NRG, as well as the City Attorney's Office and other City agencies, to determine the appropriate scope of all of the Potrero Project transaction and entitlement documents. This MOU is to provide a payment mechanism for NRG to reimburse OEWD and other City agencies (including the City Attorney's Office) for staff time and materials expended on any component of the Potrero Project.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OEWD and NRG agree to the following:

1. Negotiations and Entitlement Process. OEWD, working in close consultation with the Planning Department, shall act as the lead representative of the City in negotiating the substance of the proposed entitlement package (with design guidelines and requirements, project phasing, workforce requirements, transportation improvements, and other appendices) and any other transaction or approval documents (such documents shall be referred to as the "Project Documents"). OEWD shall consult with staff from affected City agencies, and such City agencies shall contribute personnel and staff time as may be directed by their respective directors or department heads. Following negotiations, all Project Documents shall be subject to review and approval of the Planning Commission, applicable City agencies, and the Board of Supervisors, each in their sole discretion.

2. Reimbursement of City Costs.

(a) NRG shall reimburse OEWD for the actual costs incurred by the City for all work associated with the preparing, adopting or negotiating the Project Documents for the Potrero Project. Eligible costs shall include, without limitation, the (1) fees and expenses of the City Attorney's Office staff at the rates charged by the City Attorney's Office to third party outside developers from time to time, (2) reasonable actual fees and expenses of any outside counsel and third party consultants, advisors, and professionals (including, but not limited to, real estate appraisers), (3) reasonable actual costs related to public outreach and information; and (4) costs of staff time for the City agencies consulted in communication with the Project Documents. Eligible costs shall not include costs that are paid or reimbursed through planning department or other project applications. Before engaging any outside counsel or consultants, OEWD shall obtain NRG's approval regarding the proposed engagement, which approval shall not be unreasonably withheld. OEWD shall be responsible for coordinating the billing of all City agencies as described in this section.

(b) In recognition of the Site Entitlement Process described in the Closure Agreement (Article 5), OEWD shall apply a discount rate of 50% to OEWD staff time-related costs

("Discount Rate") described in subsection (a) above. Accordingly, NRG will reimburse the City for half of all OEWD hours performed on the Potrero Project.

(c) OEWD will provide NRG with quarterly invoices. These invoices shall indicate the hourly rate for each OEWD or City staff member at that time, the total number of hours spent by each City staff member on the tasks during the invoice period, any additional costs incurred by the City and a brief non-confidential description of the work completed.

(d) NRG will reimburse OEWD $8,780.00 for the work performed by OEWD before the start of calendar year 2016. This amount reflects the application of the Discount Rate described in subsection (b) above. The parties anticipate that OEWD and other City staff time to be reimbursed under subsection (a)(1)-(4) above, shall not exceed $325,000 based on following staffing (under a 40-hour work week): up to 10% of Director of Development's time and up to 30% of the Project Manager or Managers' time. See Appendix A for current billing rates.

(e) NRG shall pay the invoiced amount within 45 calendar days of receipt from OEWD, provided that (i) that the maximum amount payable shall not exceed the budget established in subsection (d) above, as the same may be revised from time to time as provided in Section 14(a), (ii) in the event that City's costs and expenses exceed the amounts set forth in the approved budget, then, notwithstanding anything in this MOU to the contrary, City shall have the right to suspend additional work on the Potrero Project until the parties reach agreement on a revised budget and additional payments to be made by NRG, including any amounts due by NRG for work previously performed, and (iii) in the event the parties cannot reach agreement on a revised budget, or if NRG fails to pay any amounts due and owing hereunder, then City shall have the right to terminate this MOU without cost or liability.

(f) If NRG in good faith disputes any portion of an invoice, then within 60 calendar days of receipt of the invoice NRG shall provide written notice of the amount disputed and the reason for the dispute, and the parties shall use good faith efforts to reconcile the dispute as soon as practicable. NRG shall have no right to withhold the disputed amount. If any dispute is not resolved within 90 days of NRG's notice to City of the dispute, NRG may pursue all remedies at law or in equity to recover the disputed amount. NRG shall have no obligation to reimburse City for any cost that is not invoiced to NRG within twenty-four (24) months from the date the cost was incurred.

(g) If NRG submits an application for a development agreement, the parties may terminate this MOU and revise the payment mechanisms for the reimbursement of all City costs consistent with San Francisco Administrative Code Chapter 56.

4. City Limitation. Nothing in this MOU shall obligate OEWD or any other City department to expend funds or resources, nor shall anything in this MOU be construed as a limitation on any party's authority to contribute staff, funds or other resources to the processing, review and consideration of the Potrero Project. Nothing in this MOU shall limit the discretion to be exercised by City staff and City officials in connection with the Potrero Project.

5. No Liability; Termination. The parties are entering into this MOU in order to cooperate in negotiating the substance of an entitlement package with respect to the Potrero Project. The parties understand and agree that the City would not be willing to enter into this MOU if it could result in any liability or cost to the City. Accordingly, in the event that NRG believes that the City has violated any of the terms of this MOU, NRG's sole remedy shall be to terminate this MOU. NRG shall be responsible for the eligible costs incurred by any of the City agencies before the termination notification. Notwithstanding anything to the contrary in this MOU, either party shall have the right to terminate this MOU at any time and for any reason without cost or liability by providing notice of termination to the other party, provided any such termination shall not relieve NRG of its reimbursement obligations with respect to work performed before the date of termination.

6. City Discretion. NRG acknowledges and agrees that by entering into this MOU, OEWD is not committing itself or agreeing to approve any land use entitlements or undertake any other acts or activities relating to the subsequent independent exercise of discretion by the Planning Commission, the Board of Supervisors, the Mayor, or any other City agency, commission or department, and that the Project Documents and approvals are subject to the prior approval of the Planning Commission, the Board of Supervisors, and the Mayor (and perhaps other City agencies, as applicable), each in their sole and absolute discretion.

7. Assignment. NRG shall not assign its rights or obligations under this MOU without prior written consent of OEWD; provided, however, that NRG may assign its rights and obligations under this MOU to an affiliate or subsidiary entity to which NRG transfers its fee interest in the Site at any time with notice to but without the consent of OEWD. In the event of any permitted assignment of this MOU, NRG shall remain liable for amounts due to the City hereunder before the date of assignment unless the assignee pays such amounts.

8. Environmental Review. The final project ultimately proposed by OEWD and NRG shall be subject to a process of thorough public review and input and all necessary and appropriate approvals; that process must include environmental review under CEQA before a City department, commission, or any other City decision-maker may consider approving a project; and the Potrero Project will require discretionary approvals by a number of government bodies after public hearings and environmental review. Nothing in this MOU commits, or shall be deemed to commit, the City or a City official to approve or implement any project, and they may not do so until environmental review of the Potrero Project as required under CEQA has been completed. Accordingly, all references to the "Potrero Project" in this MOU shall mean the proposed project as revised and subject to future environmental review and consideration by the City. The City and any other public agency with jurisdiction over any part of the Potrero Project shall have the absolute discretion before approving that project to: (i) make such modifications to the Potrero Project as may be necessary to mitigate significant environmental impacts; (ii) select other feasible alternatives to avoid or substantially reduce significant environmental impacts; (iii) require the implementation of specific measures to mitigate any specific impacts of the Potrero Project; (iv) balance the benefits of the Potrero Project against any significant environmental impacts before taking final action if such significant impacts cannot otherwise be avoided; and (v) determine whether or not to proceed with the Potrero Project.

9. Notices. Unless otherwise indicated elsewhere in this MOU, all written communications sent by the parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To OEWD: Ken Rich
Director of Development
c/o Jon Lau, Project Manager
Office of Economic and Workplace Development
City Hall, Room 448
One Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Phone: (415) 554-5194
Fax: (415) 554-4565
Email: ken.rich@sfgov.org

To NRG: Seth Hamalian
Managing Principal
Potrero Power Development Management, LLC
410 China Basin Street
San Francisco, CA 94158
Phone: (415) 355-6612
Fax: (415) 355-6692
Email: shamalian@mbaydevelopment.com

With a copy to: Peter Landreth
Senior Director
NRG Potrero, LLC
100 California Street, Suite 650
San Francisco, CA 94111
Phone: (415) 627-1641
Fax: (415) 398-2399
Email: peter.landreth@nrg.com

Any notice of default must be sent by registered mail.

10. California Political Reform Act. The parties acknowledge that payments pursuant to this MOU from NRG to OEWD are payments to the City, not to any individual employee or officer of the City, and that the payments therefore are not "income" to any City employee or officer under the California Political Reform Act, California Government Code Section 81000, *et seq.*

11. Notification of Limitations on Contributions. NRG 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 whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a

committee controlled by such individual, 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. NRG 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.

12. No Conflict of Interest. NRG acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Sections 87100 et seq. and Sections 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said provision, and agrees that if NRG becomes aware of any such fact during the term of this MOU, NRG shall immediately notify City.

12. No Joint Liability. Nothing in this MOU shall be construed as giving a party the right or ability to bind other parties and nothing in this MOU shall be construed to create any joint liability with regard to, or as a result of, the activities undertaken by any of the parties, their employees, officers and/or agents. All employees, officers and/or agents of a party shall remain employees, officers and/or agents of that party and shall be subject to the laws, procedures, rules and policies governing that party's employees, officers and/or agents.

13. Sunshine. NRG understands and agrees that under the City's Sunshine Ordinance (S.F. Administrative Code Chapter 67) and the State Public Records Law (Gov't Code section 6250 et seq.) apply to this MOU and any and all records and materials submitted to the City in connection with this MOU.

14. Miscellaneous. (a) This MOU may be modified only in writing and by mutual consent of all parties. (b) This MOU shall become effective when signed by all OEWD and NRG. It shall remain in effect until terminated in writing by either party. (c) There are no intended third party beneficiaries of this MOU. The parties acknowledge and agree that this MOU is entered into for their benefit and not for the benefit of any other party. (d) This MOU shall be governed by the applicable laws of California. (e) This MOU contains all of the representations and the entire agreement between the parties with respect to the subject matter of this MOU. Any prior correspondence, memoranda, agreements, warranties, or written or oral representations relating to such subject matter are superseded in total by this MOU. Notwithstanding the foregoing, nothing in this MOU shall be construed to amend or modify the terms of the Closure Agreement.

IN WITNESS WHEREOF, the parties have executed this MOU on the date set forth herein.

City and County of San Francisco, a
municipal corporation, acting by and through its
Office of Economic and Workforce Development

By: _____
Todd Rufo, Director

NRG Potrero, LLC, a Delaware corporation

By: _____
John Chillemi, President

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Charles R. Sullivan, Deputy City Attorney

Appendix A

OEWD / Other City Staff – Billing Rates

(Hourly rates as of January 1, 2016)

Economic Development	
Jon Lau	$99.00
Ken Rich	$140.00
Administrative Analyst	$55.44
Workforce Development	
Workforce Director	$140.00
Compliance Manager	$108.00
Workforce Manager	$102.00
Workforce Analyst	$99.00
Municipal Transportation Agency	
Planning Manager	$187.19
Project Manager, Planning	$158.65
Transportation Planner, Planning	$136.04
Livable Streets Sr. Engineer	$158.65
Transportation Planner, Livable Streets	$136.04
Accessible Services Planner	$136.04
Project Manager III, Transit	$175.56
Planner, Transit	$158.65
Project Manager I, Transit	$159.16
Principal Engineer	$266.74
Associate Engineer	$145.82
Senior Engineer	$195.48
Other	
Deputy City Attorney	$375

200040

To: Peskin, Aaron (BOS); Cynthia Gómez; Safai, Ahsha (BOS); Preston, Dean (BOS)
Cc: David Noyola; Hepner, Lee (BOS)
Subject: RE: Acknowledging cancellation (for 3/16 Land Use Committee) Letter of support, Potrero Power Station

On Sun, Mar 15, 2020 at 6:37 PM Cynthia Gómez <cgomez@unitehere2.org> wrote:

Dear Supervisors Peskin, Safaí, and Preston:

This letter is in support of the proposed mixed-use project at 1201 Illinois, commonly referred to as the Potrero Power Station, which is scheduled to be heard at the Land Use Committee on Monday, March 16. I cannot recall a time when we did not deliver this message in person, but in the interest of following current recommendations on social distancing, we are communicating our support in writing.

Many different uses comprise this project, including a hotel which would make very creative use of some of the building elements of the decommissioned power station. We have signed an agreement with the project sponsor regarding the jobs at this hotel, specifically a guarantee for a fair and neutral process for the eventual hotel workers if they wish to be represented by a union. Agreements such as these continue to create a path for the hardworking people in the hospitality industry to fight for respect and dignity on the job, affordable health care benefits, a dignified retirement, and a living wage. We join other community stakeholders in asking for your support for this project.

Thank you,

Cynthia Gómez
Senior Research Analyst
she/her/hers
UNITE/HERE, Local 2
209 Golden Gate Avenue
San Francisco, CA 94102
cgomez@unitehere2.org
415.864.8770, ext. 763

--

Cynthia Gómez
Senior Research Analyst
she/her/hers
UNITE/HERE, Local 2
209 Golden Gate Avenue
San Francisco, CA 94102
cgomez@unitehere2.org
415.864.8770, ext. 763

File No. 200040
Received via email
3/11/20

SPUR
San Francisco | San Jose | Oakland

November 25, 2019

San Francisco Planning Commission
1650 Mission Street
San Francisco, CA 94103

RE: SPUR Endorsement of The Power Station

Dear Planning Commissioners:

Associate Capital/California Barrel Company presented The Power Station project to SPUR's Project Review Advisory Board at our November 14, 2019 meeting for review and consideration. **The SPUR Project Review Advisory Board finds this development proposal to be an appropriate set of uses for this location and endorses the development of The Power Station at 420 23rd Street.**

SPUR is generally focused on policies, plans and codes rather than on individual projects. In order to make infill development easier, we prefer to help set good rules around zoning, fees, housing affordability, sustainability, etc. However, on occasion, our Project Review Advisory Board will review and endorse development proposals of citywide or regional importance, evaluating their potential to enhance the vitality of the city and region according to the policy priorities and principles of good placemaking supported by SPUR.

The Power Station is a significant mixed-use development project planned for a 29-acre site located in the Central Waterfront. A decommissioned power plant, the new project is planned to includes approximately 2,600 housing units (with 780 affordable units, 30% of the total), nearly 1.5 million square feet of commercial uses, 250 hotel rooms, nearly 100,000 square feet of retail, 50,000 square feet of community facilities, 35,000 square feet of PDR and other uses. The project includes 7 acres of open space, including a 3.7-acre open space along the waterfront, a rooftop soccer field, a central neighborhood park and an extension of the Bay Trail.

SPUR affirms that The Power Station:

- ✓ **Is located at an appropriate location for development**, near transit and infrastructure and not on a greenfield site. This former brownfield site is located close to Caltrain, the T Third Muni line and multiple bus lines, and the project sponsor is financially supporting efforts to pilot water transit in San Francisco. Adjacent to Pier 70, this project also ties into the Southern Bayfront strategy.

- ✓ **Provides an appropriate mix of land uses** of residential, commercial and retail, contributing to a diverse stock of housing, fostering economic development and providing amenities and services to the surrounding community. This project makes good use of an important site
- ✓ **Provides sufficient density at the site** with a residential density of approximately 90 units per acre, supporting adjacent transit and preventing underutilization of land, serving the future needs of Bay Area residents. The project currently includes 2,601 residential units in several buildings of significant height and provides a high level of affordability (30%). The project sponsor also plans to provide some "missing middle" housing that is available to households with incomes in the 100-120% range.
- ✓ **Creates a good place for people and contributes to a walkable environment** with active ground floor uses throughout and ground floor retail in targeted locations at the site. The open space is planned to meet many different needs of the community. We appreciate the district parking approach and the low residential parking ratio.

The SPUR Project Review Advisory Board finds this development proposal to be an appropriate set of uses for this location and endorses The Power Plant project. This is such a unique and special waterfront site, and we are pleased to see the mix of proposed uses as well as the plan to adaptively reuse existing elements on the site. The project has a strong community benefits package, especially recognizing that this major project does not benefit from tax increment financing. We appreciate that the project is tying into the existing street grid in Dogpatch and the planned Pier 70 street grid, linking street connections, complementary uses and other design elements. We are happy to see the low parking ratio and the district parking approach, and very excited to see the expanded water transit concept move forward.

We are excited that this project will open up a segment of the waterfront that has been closed to the public for over 100 years, and it will also help fill in a planned portion of the Blue Greenway. If possible, we would like to see the waterfront buildings and open space elements be in an earlier rather than later phase in order to strengthen San Francisco citizens' awareness of the Southern Bayfront as a vibrant neighborhood and destination as Pier 70 comes online.

Please do not hesitate to contact us or Kristy Wang, SPUR's Community Planning Policy Director, with any questions or clarifications.

Sincerely,

Charmaine Curtis Diane Filippi
Co-Chairs, SPUR Project Review Advisory Board

cc: SPUR Board of Directors

From: Kristy Wang <kwang@spur.org>
Sent: Wednesday, March 11, 2020 2:19 PM
To: Peskin, Aaron (BOS); Safai, Ahsha (BOS); Preston, Dean (BOS)
Cc: Hepner, Lee (BOS); Angulo, Sunny (BOS); Sandoval, Suhagey (BOS); Smeallie, Kyle (BOS); Francis, John (ECN); Major, Erica (BOS); Tina Chang; Enrique Landa
Subject: SPUR endorses the Potrero Power Station project
Attachments: SPUR endorses The Power Station.pdf

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Supervisors,

I understand you will be considering the Potrero Power Station project in some of your upcoming meetings. Associate Capital/California Barrel Company presented The Power Station project to SPUR's Project Review Advisory Board at our November 14, 2019 meeting for review and consideration. **The SPUR Project Review Advisory Board finds this development proposal to be an appropriate set of uses for this location and endorses the development of The Power Station at 420 23rd Street.**

This is such a unique and special waterfront site, and we are pleased to see the mix of proposed uses as well as the plan to adaptively reuse existing elements on the site. The project has a strong community benefits package, especially recognizing that this major project does not benefit from tax increment financing. We appreciate that the project is tying into the existing street grid in Dogpatch and the planned Pier 70 street grid, linking street connections, complementary uses and other design elements. We are happy to see the low parking ratio and the district parking approach, and very excited to see the expanded water transit concept move forward.

Please see attached endorsement letter from earlier this year for the Planning Commission. Thank you for your consideration.

Best,
Kristy Wang

Kristy Wang, LEED AP
Community Planning Policy Director
SPUR • Ideas + Action for a Better City
(415) 644-4884
(415) 425-8460 m
kwang@spur.org

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BOARD of SUPERVISORS

City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

MEMORANDUM

TO: Regina Dick-Endrizzi, Director
Small Business Commission, City Hall, Room 448

FROM: Erica Major, Assistant Clerk
Land Use and Transportation Committee

DATE: May 20, 2019

SUBJECT: REFERRAL FROM BOARD OF SUPERVISORS
Land Use and Transportation Committee

The Board of Supervisors' Land Use and Transportation Committee has received the following proposed legislation, which is being referred to the Small Business Commission for comment and recommendation.

File No. 200039

Ordinance amending the Planning Code and Zoning Map to establish the Potrero Power Station Special Use District, generally bounded by 22nd Street and the southern portion of the newly created Craig Lane to the north, the San Francisco Bay to the east, 23rd Street to the south, and Illinois Street to the west; and making findings under the California Environmental Quality Act, findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1, and findings of public necessity, convenience, and welfare under Planning Code, Section 302.

File No. 200040

Ordinance approving a Development Agreement between the City and County of San Francisco and California Barrel Company LLC, a California limited liability company, for the Potrero Power Station Mixed-Use Project at the approximately 29-acre site 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, in the southeast part of San Francisco, with various public benefits, including 30% affordable housing and approximately 6.9 acres of publicly-accessible parks and open space; making findings under the California Environmental Quality Act, findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b); making public trust findings in accordance with the approval of a ground lease of Port-owned land; approving specific development impact fees and waiving any conflicting provisions in Planning Code, Article 4, or Administrative Code, Article 10;

confirming compliance with or waiving certain provisions of Administrative Code, Chapters 14B, 23, 56, 82, and 99, Planning Code, Sections 169 and 138.1, Public Works Code, Section 806(d), and Subdivision Code, Section 1348; and ratifying certain actions taken in connection therewith, as defined herein.

Please return this cover sheet with the Commission's response to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

****

RESPONSE FROM SMALL BUSINESS COMMISSION - Date: _____

____ **No Comment**

____ **Recommendation Attached**

_____

Chairperson, Small Business Commission

cc: Dominica Donovan

BOARD of SUPERVISORS

City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

January 22, 2020

File No. 200039
File No. 200040

Lisa Gibson
Environmental Review Officer
Planning Department
1650 Mission Street, Ste. 400
San Francisco, CA 94103

Dear Ms. Gibson:

On January 14, 2020, Mayor Breed submitted the following legislation:

File No. 200039

Ordinance amending the Planning Code and Zoning Map to establish the Potrero Power Station Special Use District, generally bounded by 22nd Street and the southern portion of the newly created Craig Lane to the north, the San Francisco Bay to the east, 23rd Street to the south, and Illinois Street to the west; and making findings under the California Environmental Quality Act, findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1, and findings of public necessity, convenience, and welfare under Planning Code, Section 302.

File No. 200040
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These legislation are being transmitted to you for environmental review.

Angela Calvillo, Clerk of the Board

By: Erica Major, Assistant Clerk
Land Use and Transportation Committee

Attachment

c: Joy Navarrete, Environmental Planning
Don Lewis, Environmental Planning

BOARD of SUPERVISORS

City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

January 22, 2020

Planning Commission
Attn: Jonas Ionin
1650 Mission Street, Ste. 400
San Francisco, CA 94103

Dear Commissioners:

On January 14, 2019, Mayor Breed introduced the following legislation:

File No. 200039

Ordinance amending the Planning Code and Zoning Map to establish the Potrero Power Station Special Use District, generally bounded by 22nd Street and the southern portion of the newly created Craig Lane to the north, the San Francisco Bay to the east, 23rd Street to the south, and Illinois Street to the west; and making findings under the California Environmental Quality Act, findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1, and findings of public necessity, convenience, and welfare under Planning Code, Section 302.

File No. 200040

Ordinance approving a Development Agreement between the City and County of San Francisco and California Barrel Company LLC, a California limited liability company, for the Potrero Power Station Mixed-Use Project at the approximately 29-acre site 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, in the southeast part of San Francisco, with various public benefits, including 30% affordable housing and approximately 6.9 acres of publicly-accessible parks and open space; making findings under the California Environmental Quality Act, findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b); making public trust findings in accordance with the approval of a ground lease of Port-owned land; approving specific development impact fees and waiving any conflicting provisions in Planning Code, Article 4, or Administrative Code, Article 10; confirming compliance with or waiving certain provisions of Administrative Code, Chapters 14B, 23, 56, 82, and 99, Planning Code, Sections 169 and 138.1, Public Works Code, Section 806(d), and Subdivision Code, Section 1348; and ratifying certain actions taken in connection therewith, as defined herein.

The proposed ordinances are being transmitted pursuant to Planning Code, Section 302(b), for public hearing and recommendation. The ordinance is pending before the Land Use and Transportation Committee and will be scheduled for hearing upon receipt of your response.

Angela Calvillo, Clerk of the Board

By: Erica Major, Assistant Clerk
Land Use and Transportation Committee

c: John Rahaim, Director
Scott Sanchez, Acting Deputy Zoning Administrator Corey
Teague, Zoning Administrator
Lisa Gibson, Environmental Review Officer \
Devyani Jain, Deputy Environmental Review Officer
Adam Varat, Acting Director of Citywide Planning Dan
Sider, Director of Executive Programs
Aaron Starr, Manager of Legislative Affairs
Joy Navarrete, Environmental Planning
Laura Lynch, Environmental Planning

BOARD of SUPERVISORS

City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

NOTICE OF PUBLIC HEARING

BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO

LAND USE AND TRANSPORTATION COMMITTEE

NOTICE IS HEREBY GIVEN THAT the Land Use and Transportation Committee will hold a public hearing to consider the following proposals and said public hearing will be held as follows, at which time all interested parties may attend and be heard:

Date: ~~**Monday, March 16, 2020**~~ **CANCELLED**

Time: **1:30 p.m.**

Location: **Legislative Chamber, Room 250, located at City Hall**
1 Dr. Carlton B. Goodlett Place, San Francisco, CA

Subjects: **Potrero Power Station Mixed-Use Project**

File No. 200174. Ordinance amending the General Plan to revise the Central Waterfront Plan, the Commerce and Industry Element, the Recreation and Open Space Element, the Transportation Element, the Urban Design Element, and the Land Use Index, to reflect the Potrero Power Station Mixed-Use Project; adopting findings under the California Environmental Quality Act; making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1; and adopting findings of public necessity, convenience, and welfare under Planning Code, Section 340.

File No. 200039. Ordinance amending the Planning Code and Zoning Map to establish the Potrero Power Station Special Use District, generally bound by 22nd Street and the southern portion of the newly created Craig Lane to the north, the San Francisco Bay to the east, 23rd Street to the south, and Illinois Street to the west; and making findings under the California Environmental Quality Act, findings of consistency with the General Plan, the eight priority policies of Planning Code, Section 101.1, and findings of public necessity, convenience, and welfare under Planning Code, Section 302.

File No. 200040. Ordinance approving a Development Agreement between the City and County of San Francisco and California Barrel Company LLC, a California limited liability company, for the Potrero Power Station Mixed-Use Project at the approximately 29-acre site 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, in the southeast part of San Francisco, with various public benefits, including 30% affordable housing and approximately 6.9 acres of publicly-accessible parks and open space; making findings under the California Environmental Quality Act, findings of conformity with the General Plan, and with the eight

priority policies of Planning Code, Section 101.1(b); making public trust findings in accordance with the approval of a ground lease of Port-owned land; approving specific development impact fees and waiving any conflicting provisions in Planning Code, Article 4, or Administrative Code, Article 10; confirming compliance with or waiving certain provisions of Administrative Code, Chapters 14B, 23, 56, 82, and 99, Planning Code, Sections 169 and 138.1, Public Works Code, Section 806(d), and Subdivision Code, Section 1348; and ratifying certain actions taken in connection therewith, as defined herein.

In accordance with Administrative Code, Section 67.7-1, persons who are unable to attend the hearing on this matter may submit written comments to the City prior to the time the hearing begins. These comments will be made part of the official public record in these matters and shall be brought to the attention of the members of the Committee. Written comments should be addressed to Angela Calvillo, Clerk of the Board, City Hall, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA 94102. Information relating to this matter can be found in the Legislative Research Center at sfgov.legistar.com/legislation. Meeting agenda information relating to this matter will be available for public review on Friday, March 13, 2020.

Angela Calvillo, Clerk of the Board

DATED/PUBLISHED/POSTED: March 6, 2020

BOARD of SUPERVISORS

City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

NOTICE OF PUBLIC HEARING

BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO

LAND USE AND TRANSPORTATION COMMITTEE

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Date: **Monday, March 16, 2020**

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Location: **Legislative Chamber, Room 250, located at City Hall**
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File No. 200039. Ordinance amending the Planning Code and Zoning Map to establish the Potrero Power Station Special Use District, generally bound by 22nd Street and the southern portion of the newly created Craig Lane to the north, the San Francisco Bay to the east, 23rd Street to the south, and Illinois Street to the west; and making findings under the California Environmental Quality Act, findings of consistency with the General Plan, the eight priority policies of Planning Code, Section 101.1, and findings of public necessity, convenience, and welfare under Planning Code, Section 302.

File No. 200040. Ordinance approving a Development Agreement between the City and County of San Francisco and California Barrel Company LLC, a California limited liability company, for the Potrero Power Station Mixed-Use Project at the approximately 29-acre site 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, in the southeast part of San Francisco, with various public benefits, including 30% affordable housing and approximately 6.9 acres of publicly-accessible parks and open space; making findings under the California Environmental Quality Act, findings of conformity with the General Plan, and with the eight

priority policies of Planning Code, Section 101.1(b); making public trust findings in accordance with the approval of a ground lease of Port-owned land; approving specific development impact fees and waiving any conflicting provisions in Planning Code, Article 4, or Administrative Code, Article 10; confirming compliance with or waiving certain provisions of Administrative Code, Chapters 14B, 23, 56, 82, and 99, Planning Code, Sections 169 and 138.1, Public Works Code, Section 806(d), and Subdivision Code, Section 1348; and ratifying certain actions taken in connection therewith, as defined herein.

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Angela Calvillo, Clerk of the Board

DATED/PUBLISHED/MAILED/POSTED: March 6, 2020

Draft 1.10.20

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

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

AND CALIFORNIA BARREL COMPANY LLC

FOR PROPERTY GENERALLY BOUND BY 23RD STREET TO THE SOUTH, ILLINOIS STREET TO THE WEST, 22ND STREET TO THE NORTH, AND THE SAN FRANCISCO BAY TO THE EAST

Block 4175, Lot 002; Block 4232, Lot 006; Block 4175, Lot 017; a portion of Block 4175, Lot 018; Block 4232, Lot 006; and non-assessed Port and City and County of San Francisco properties

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A-2 PG&E Sub-Area Legal Description

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A-4 Port 23rd St. Property Legal Description

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B. List of Initial Approvals

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Y. List of Required Exceptions to Subdivision Regulations to Implement Infrastructure Plan

Z. City and Port Implementation of Later Approvals

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND CALIFORNIA BARREL COMPANY LLC

This DEVELOPMENT AGREEMENT (this "**Agreement**"), dated for reference purposes only as of _____ __, 2019 (the "**Reference Date**"), is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "City"), acting by and through its Planning Department, and CALIFORNIA BARREL COMPANY LLC, a Delaware limited liability company ("**Developer**"), pursuant to the authority of Section 65864 *et seq.* of the California Government Code and Chapter 56 of the Administrative Code. The City and Developer are also sometimes referred to individually as a "**Party**" and together as the "**Parties**". Capitalized terms not defined when introduced have the meanings given in Article 1.

RECITALS

This Agreement is made with reference to the following facts as of the Reference Date:

A. Developer owns approximately 21.0 acres of developed and undeveloped land located in the City that is generally bound by 22nd Street to the north, the San Francisco Bay to the east, 23rd Street to the south and Illinois Street to the west, as more particularly described on Exhibit A-1 (the "**Developer Property**"). Existing structures on the Developer Property consist primarily of vacant buildings and facilities associated with the former power station use of the Developer Property.

B. Pacific Gas & Electric Company, a California corporation ("**PG&E**"), owns approximately 4.8 acres of land located in the City that is adjacent to the Developer Property, as more particularly described on Exhibit A-2 (the "**PG&E Sub-Area**").

C. The City, through the Port of San Francisco (the "**Port**"), owns approximately 2.9 acres of land located in the City that is comprised of the following three noncontiguous sites in the vicinity of the Developer Property (collectively, the "**Port Sub-Area**"): (i) approximately 1.5 acres of land located between the Developer Property and the San Francisco Bay, as more particularly described on Exhibit A-3 (the "**Port Open Space**"); (ii) approximately 1.3 acres of land located along 23rd Street between the Developer Property and Illinois Street, as more particularly described on Exhibit A-4 (the "**Port 23rd St. Property**"); and (iii) less than 0.1 acres of land located near the northeast corner of the Developer Property and adjacent to the San Francisco Bay, as more particularly described on Exhibit A-5 (the "**Port Bay Property**"). The Port also owns approximately 0.25 acres of land adjacent to the northern border of the Developer Property, as more particularly described on Exhibit A-6 (the "**Port Craig Lane Property**"), which is subject to a Development Agreement between the City and master developer of the adjacent Pier 70 project ("**Pier 70 Developer**"), a Disposition and Development Agreement between the Port and Pier 70 Developer, and a Master Lease between the Port and the Pier 70 Developer. Developer and the Port intend to on or about the Reference Date enter into a ground lease (the "**Port Lease**") for the Port Open Space and the Port Bay Property in order to allow Developer to occupy and develop the Port Open Space and the Port Bay Property and include the same in the Waterfront Park (as defined below). The Port 23rd St. Property will be subject to a license allowing Developer to construct

Public Improvements, as more particularly described therein. Subject to the satisfaction of certain conditions precedent described in the [*Ground Lease between the San Francisco Port Commission and the California Barrel Company LLC*], the Port Craig Lane Property will be subject to a reciprocal easement agreement allowing Developer to construct and maintain certain street improvements and Infrastructure, as more particularly described therein.

D. The City also owns less than 0.1 acres of land located in the City that is between the Developer Property and the Port 23rd Street Property, as more particularly described on Exhibit A-7 (the "**City Sub-Area**" and, collectively with the Developer Property, the Port Sub-Area and, subject to Section 3.13, the PG&E Sub-Area, the "**Project Site**").

E. Developer proposes a multi-phased, mixed-use development on the Project Site that will include a new publicly accessible network of improved parkland and open space and a mixed-use urban neighborhood, including up to approximately 2,600 dwelling units, approximately 1.5 million square feet of office and life science uses, as well as accessory parking, retail, PDR, and child care and community facility uses, as more particularly set forth in the Approvals (collectively and as fully defined in Article 1, the "**Project**").

F. The Project is anticipated to generate an annual average of approximately 230 construction jobs during construction and, upon completion, approximately 5,431 net new permanent on-site jobs, and an approximately $27 million annual increase in general fund revenues to the City.

G. In order to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Section 65864 *et seq.* (the "**Development Agreement Statute**"), which authorizes the City to enter into a development agreement with any person having a legal or equitable interest in real property regarding the development of such property. Pursuant to Government Code Section 65865, the City adopted Chapter 56 of the Administrative Code ("**Chapter 56**") establishing procedures and requirements for entering into a development agreement pursuant to the Development Agreement Statute. The Parties are entering into this Agreement in accordance with the Development Agreement Statute and Chapter 56.

H. In addition to significant housing, jobs, and economic benefits to the City from the Project, the City has determined that as a result of the development of the Project in accordance with this Agreement additional clear benefits to the public will accrue that could not be obtained through application of existing City ordinances, regulations, and policies. Major additional public benefits to the City from the development of the Project under this Agreement include: (i) affordable housing contributions in amounts that exceed the amounts required pursuant to existing City ordinances, regulations and policies and that are intended to constitute thirty percent (30%) of the total number of housing units for the Project; (ii) workforce obligations, including significant training, employment and economic development opportunities, related to the development and operation of the Project; (iii) construction and maintenance of publicly accessible open space, totaling approximately 6.9 acres, including (a) a series of contiguous, integrated waterfront parks, including extension of the Blue Greenway and Bay Trail and creation of a 3.6-acre "**Waterfront Park**", for the benefit of the "Dogpatch" neighborhood community in the City and the residents of the City and the State of California at large, (b) a 1.2-acre central green space in the interior of

the Project Site ("**Power Station Park**"), (c) a 0.7-acre plaza type open space ("**Louisiana Paseo**") and (d) a publicly accessible soccer field (the "**Soccer Field**" and, collectively with Waterfront Park, Power Station Park and Louisiana Paseo, the "**Power Station Park System**"); (iv) delivery of child care spaces totaling not less than 12,000 gross square feet; (v) a community facility no smaller than 25,000 square feet, (vi) sea level rise improvements as part of the development of the Project; and (vii) a design of the Project prioritizing and promoting travel by walking, biking and transit for new residents, tenants, employees and visitors.

I. The City has entered into this Agreement with the understanding that the Project will rely on revenues from the office buildings proposed by the Project to finance the Associated Community Benefits provided hereunder, including the affordable housing requirements of this Agreement. Accordingly, if any requested Prop M Allocation is delayed, delivery of the Associated Community Benefits and other market rate improvements would also likely be delayed.

J. It is the intent of the Parties that all acts referred to in this Agreement shall be accomplished in a way as to fully comply with the California Environmental Quality Act (California Public Resources Code Section 21000 *et seq.*) ("**CEQA**"), the CEQA Guidelines (Title 14, California Code of Regulations, Section 15000 *et seq.*), (the "**CEQA Guidelines**"), the Development Agreement Statute, Chapter 56, the Planning Code, the Enacting Ordinance and all other Laws in effect as of the Effective Date. This Agreement does not limit the City's obligation to comply with applicable environmental Laws, including CEQA, before taking any discretionary action regarding the Project, or Developer's obligation to comply with all Laws in connection with the development of the Project.

K. On [_____], 2019, the Planning Commission (i) certified the Final Environmental Impact Report prepared for the Project (the "**FEIR**") and the CEQA findings for the Project (the "**CEQA Findings**") and (ii) adopted the Mitigation Measures. The FEIR, the CEQA Findings and the Mitigation Measures comply with CEQA, the CEQA Guidelines, and Chapter 31 of the Administrative Code. The FEIR thoroughly analyzes the Project and Project alternatives, and the Mitigation Measures were designed to mitigate significant impacts to the extent they are susceptible to feasible mitigation. The information in the FEIR and the CEQA Findings has been considered by the City in connection with approval of this Agreement.

L. On [_____], 2019, the Planning Commission held a public hearing on the Project. Following the public hearing, the Planning Commission adopted the CEQA Findings and determined among other things that the FEIR thoroughly analyzes the Project, that the Mitigation Measures are designed to mitigate significant impacts to the extent they are susceptible to a feasible mitigation, and that the Project and this Agreement will, as a whole, and taken in their entirety, continue to be consistent with the objectives, policies, general land uses and programs specified in the General Plan, as amended, and the policies set forth in Section 101.1 of the Planning Code (such determinations, collectively, the "**General Plan Consistency Findings**").

M. On [_____], 2019, the Planning Commission held a public hearing on this Agreement and the Project, duly noticed and conducted under the Development Agreement Statute and Chapter 56. Following the public hearing, the Planning Commission approved this Agreement and made a final recommendation to the Board of Supervisors on this Agreement, the Project and the General Plan Consistency Findings.

N. On [_____], 2019, the Board of Supervisors, having received the Planning Commission's final recommendation, held a public hearing on this Agreement pursuant to the Development Agreement Statute and Chapter 56. Following the public hearing, the Board of Supervisors made the CEQA Findings required by CEQA and approved this Agreement, incorporating by reference the General Plan Consistency Findings.

O. On [_____], 2019, the Board of Supervisors adopted Ordinance Nos. [_____], amending the Planning Code, Zoning Map, and General Plan, and Ordinance No. [_____], approving this Agreement (File No. [_____]) and authorizing the Planning Director to execute this Agreement on behalf of the City (the "**Enacting Ordinance**"). The Enacting Ordinance became effective and operative on [_____], 2019.

NOW, THEREFORE, in consideration of the foregoing and the promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

ARTICLE 1
DEFINITIONS

In addition to the definitions set forth in the above preamble paragraph, Recitals and elsewhere in this Agreement, the following definitions shall apply to this Agreement:

"**Additional Community Facilities**" is defined in the Financing Plan.

"**Adequate Security**" is defined in Section 3.6.

"**Administrative Code**" means the San Francisco Administrative Code.

"**Affiliate**" means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by or under Common Control with such Person.

"**Agreement**" means this Development Agreement and the Exhibits that have been expressly incorporated herein.

"**AMI**" is defined in the Housing Plan.

"**Annual Review Date**" is defined in Section 8.1.

"**Applicable Impact Fees and Exactions**" is defined in Section 5.8.2.

"**Applicable Standards**" is defined in Section 5.2.

"**Approvals**" means, individually or collectively as the context requires, the Initial Approvals and the Later Approvals in effect on the date of determination.

"**Assignment and Assumption Agreement**" is defined in Section 12.3.

"**Associated Community Benefit**" is defined in Section 4.1.

"**Better Streets Plan**" means the Better Streets Plan, adopted by the Board of Supervisors in Ordinance No. 310-10 and further implemented by the Board of Supervisors in Ordinance No. 309-10.

"**BMR Units**" means the Inclusionary Units (as defined in the Housing Plan).

"**Board of Supervisors**" means the Board of Supervisors of the City and County of San Francisco.

"**Building**" or "**Buildings**" means each new or rehabilitated building that is constructed by Developer on the Project Site under this Agreement.

"**Business Day**" means a day other than a Saturday, Sunday or holiday recognized by the City.

"**CC&Rs**" is defined in Section 3.10.

"**CEQA**" is defined in Recital J.

"**CEQA Findings**" is defined in Recital K.

"**CEQA Guidelines**" is defined in Recital J.

"**CFD**" is defined in the Financing Plan.

"**CFD Act**" is defined in the Financing Plan.

"**Chapter 56**" is defined in Recital G. The text of Chapter 56 as of the Reference Date is attached hereto as Exhibit R. The Enacting Ordinance contains express waivers and amendments to Chapter 56 consistent with this Agreement. Chapter 56, as amended by the Enacting Ordinance, constitutes Existing Standards under this Agreement that shall prevail over any conflicting amendments to Chapter 56 unless Developer elects otherwise under Section 5.7.3.

"**City**" means, as the context requires, (i) the City, as defined in the preamble, or (ii) the territorial limits of the foregoing.

"**City Agency**" or "**City Agencies**" means, individually or collectively as the context requires, all City departments, agencies, boards, commissions, and bureaus, including those that execute or consent to this Agreement, or are controlled by persons or commissions that have executed or consented to this Agreement, that have subdivision or other permit, entitlement or approval authority or jurisdiction over development of the Project, or any improvement located on or off the Project Site, including the City Administrator, Planning Department, MOHCD, RPD, Port, SFPUC, OEWD, SFMTA, Public Works, SFFD, and DBI.

"**City Attorney's Office**" means the Office of the City Attorney of the City and County of San Francisco.

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

"**City Parties**" is defined in Section 4.10.

"**City Report**" is defined in Section 8.2.2.

"**City Sub-Area**" is defined in Recital D as of the Reference Date and following any conveyance of real property in the Project Site by or to the City as contemplated hereby (including any dedication to the City) means the real property in the Project Site owned by the City as of the date of determination.

"**City-Wide**" means all real property within the City, excluding any real property that is not subject to City regulation because it is owned or controlled by the United States or by the State of California.

"**Commence Construction**" or any reasonable variation thereof means (i) with respect to any Building or any other improvement (other than Infrastructure or Parks and Open Spaces), the start of substantial physical construction of such Building's foundation, and (ii) with respect to Infrastructure or Parks and Open Spaces, the later to occur of (a) the issuance of site or building permits for such Infrastructure or Parks and Open Spaces and (b) the start of substantial physical construction of such Infrastructure or Parks and Open Spaces, as applicable, in accordance with a Public Improvement Agreement (if applicable).

"**Complete**" and any variation thereof means, as applicable, that: (i) a specified scope of work has been substantially completed in accordance with the City-approved plans and specifications for such scope of work; (ii) with respect to Privately-Owned Community Improvements, the City Agencies or the Non-City Responsible Agencies with jurisdiction over any required permits for such Privately-Owned Community Improvements have issued all final approvals required for the contemplated use; (iii) with respect to any Public Improvement, the City Engineer determines the Public Improvement has been completed to his or her satisfaction, the scope of work is ready for its intended use and the Public Improvement has been completed in accordance with the Subdivision Code and any applicable Public Improvement Agreement; and (iv) with respect to any Building, a temporary certificate of occupancy (or its equivalent) has been issued.

"**Continuing Obligation**" is defined in Section 3.11.

"**Contractor**" is defined in Section 3.7.

"**Control**" means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the day to day management, policies or activities of such Person, whether through ownership of voting securities, by contract or otherwise (excluding

limited partner or non-managing member approval rights). "Controlled", "Controlling" and "Common Control" have correlative meanings.

"**Costa-Hawkins Act**" is defined in Section 5.13.1.

"**Default**" is defined in Section 9.5.

"**Design for Development**" means the Design for Development attached as Exhibit E.

"**Design Review Application**" is defined in Section 3.4.

"**Developer**" is defined in the preamble or means (i) any Transferee to the extent set forth in an Assignment and Assumption Agreement and (ii) a Person that obtains title to any Foreclosed Property as a result of foreclosure proceedings or conveyance or other action in lieu thereof or other remedial action but only as to such Foreclosed Property and only to the extent that such Person has specifically assumed Developer's obligations in accordance with the terms hereof.

"**Developer Property**" is defined in Recital A as of the Reference Date and following any conveyance of real property in the Project Site by or to Developer as contemplated hereby (including any dedication to the City) means the real property in the Project Site owned by Developer as of the date of determination.

"**Development Agreement Statute**" is defined in Recital G and means only the Development Agreement Statute that is in effect as of the Effective Date.

"**Development Considerations**" means general market conditions, the local housing, office and retail markets, capital markets, general market acceptability, market absorption and demand, availability of financing, interest rates, local tax burdens, access to capital, competition and other similar factors.

"**Development Parcel**" means a parcel within the Project Site on which a Building will be constructed or rehabilitated, as set forth in a Subdivision Map.

"**Development Phase**" is defined in Section 3.2.1.

"**Development Phase Application**" is defined in Section 3.2.1.

"**Director of Property**" means the Director of the City's Department of Real Estate.

"**Effective Date**" is defined in Section 2.1.

"**Elections Code**" means the San Francisco Municipal Elections Code.

"**Enacting Ordinance**" is defined in Recital O.

"**Existing Standards**" is defined in Section 5.2.

"**Existing Uses**" means all existing lawful uses of the existing buildings and improvements (including pre-existing, non-conforming uses under the Planning Code) on the Project Site (and the PG&E Sub-Area) as of the Reference Date.

"**Feasibility Study**" is defined in Section 3.15.

"**Federal**" means of or pertaining to the United States of America.

"**Federal or State Law Exception**" is defined in Section 5.9.1.

"**FEIR**" is defined in Recital K.

"**Finally Granted**" means, with respect to each Approval, that (i) any and all applicable appeal periods for the filing of any administrative or judicial appeal challenging the issuance or effectiveness of such Approval shall have expired and no such appeal shall have been filed (or if such an administrative or judicial appeal is filed, such Approval (including its compliance with CEQA) shall have been upheld by a final decision in each such appeal with only those changes approved by the Parties, and a final judgment, order or ruling upholding such Approval shall have been entered and (ii) if a referendum petition relating to this Agreement is timely and duly circulated and filed and certified as valid and the City holds an election, the election results on the ballot measure are certified by the Board of Supervisors in the manner provided by the Elections Code reflecting the final defeat or rejection of the referendum.

"**Financing Plan**" means the plan attached as Exhibit C.

"**First Certificate of Occupancy**" means, with respect to each Building, the first certificate of occupancy (such as a temporary certificate of occupancy) issued by DBI for a portion of such Building that contains residential units or leasable commercial space. A First Certificate of Occupancy shall not mean a certificate of occupancy issued solely for a portion of a residential or commercial Building dedicated to a sales office or other marketing office for residential units or leasable commercial space.

"**Foreclosed Property**" is defined in Section 10.2.

"**General Plan**" means the San Francisco General Plan.

"**General Plan Consistency Findings**" is defined in Recital L.

"**Gross Floor Area**" has the meaning set forth in the Project SUD as of the Effective Date.

"**Housing Plan**" means the housing plan attached as Exhibit D.

"**Impact Fees and Exactions**" means any fees, contributions, special taxes, exactions, impositions and dedications charged by the City or any City Agency, whether as of the Reference Date or at any time thereafter during the Term, including transportation and transit fees, child care fee or in-lieu fees, housing (including affordable housing) fees, dedications or reservation requirements, and obligations for on-or off-site improvements. Impact Fees and Exactions shall not include the Mitigation Measures, Processing Fees, taxes, special assessments, school district

fees, SFPUC Capacity Charges and any fees, taxes, assessments impositions imposed by Non-City Agencies, all of which shall be due and payable by Developer as and when due in accordance with Laws.

"**Infrastructure**" means the infrastructure to be constructed by Developer as described in the Infrastructure Plan.

"**Infrastructure Plan**" means the infrastructure plan attached as Exhibit G.

"**Initial Approvals**" means the City approvals and entitlements as of the Reference Date as listed on Exhibit B.

"**Initial Impact Fee Period**" means the period commencing on the Effective Date and continuing for twenty (20) years thereafter; provided that the Initial Impact Fee Period shall be extended for each day of a Litigation Extension.

"**Later Approvals**" means any land use approvals, entitlements or permits from the City or any City Agency that are approved by the City after the Reference Date and are necessary or advisable for the implementation of the Project or any portion thereof, including all approvals required under the Project SUD or as otherwise set forth in the Municipal Code, Design Review Applications or Development Phase Applications, demolition permits, grading permits, site permits, building permits, sewer and water connection permits, major and minor encroachment permits, sidewalk modification legislation, street improvement permits, permits to alter, certificates of occupancy, transit stop relocation permits, street dedication approvals and ordinances, public utility easement vacation approvals and ordinances, public improvement agreements, subdivision maps, improvement plans, lot mergers, lot line adjustments and re-subdivisions and any amendment to the foregoing or to any Initial Approval, in any case that are sought by Developer and issued by the City in accordance with this Agreement.

"**Law(s)**" means, individually or collectively as the context requires, the Constitution and laws of the United States, the Constitution and laws of the State, the laws of the City, any codes, statutes, rules, regulations, or executive mandates under any of the foregoing, and any State or Federal court decision (including any order, injunction or writ) with respect to any of the foregoing, in each case to the extent applicable to the matter presented. For the avoidance of doubt, the laws of the City applicable under the Plan Documents shall be the Existing Standards, as the same may be amended or updated in accordance with permitted New City Laws as set forth in Section 5.6.

"**Law Adverse to Developer**" is defined in Section 5.9.4.

"**Law Adverse to the City**" is defined in Section 5.9.4.

"**Litigation Extension**" is defined in Section 11.6.

"**Losses**" is defined in Section 4.10.

"**Louisiana Paseo**" is defined in Recital H.

"**Maintained Facilities**" means those facilities set forth on the Maintenance Matrix attached as Exhibit A to the Financing Plan.

"**Maintenance Matrix**" is defined in the Financing Plan.

"**Major Encroachment Permit**" is defined in Section 786 of the San Francisco Public Works Code.

"**Management Association**" is defined in Section 12.1.

"**Material Change**" means any modification to this Agreement or change or update to the Project that: (i) would materially alter the rights, benefits or obligations of the City or Developer under this Agreement; (ii) is not consistent with the Project SUD; (iii) extends the Term; (iv) changes the permitted uses of the Project Site; (v) reduces Associated Community Benefits; (vi) increases the maximum height, density, bulk or size of the Project (except to the extent permitted under the Project SUD); (vii) increases parking ratios; or (viii) reduces the Applicable Impact Fees and Exactions.

"**Mayor's Directive**" means that certain Executive Directive 17-02, issued by Mayor Edwin M. Lee on September 27, 2017.

"**Mitigation Measures**" means the mitigation measures (as defined by CEQA) applicable to the Project as set forth in the MMRP or, to the extent approved by the City and Developer, that are necessary to mitigate adverse environmental impacts identified through the CEQA process as part of a Later Approval.

"**MMRP**" means that certain mitigation monitoring and reporting program attached as Exhibit J.

"**MOHCD**" means the Mayor's Office of Housing and Community Development of the City.

"**Mortgage**" means a mortgage, deed of trust, or other lien (direct or indirect) on all or part of the Project or the Project Site to secure an obligation made by the applicable Person (including the right to receive payments or other amounts due under the Financing Plan or other revenue emanating from the Project and/or the Project Site).

"**Mortgagee**" means (i) any mortgagee or beneficiary under a Mortgage (for the avoidance of doubt, including any mezzanine lender to any Person with a direct or indirect interest in Developer) and (ii) a Person that obtains title to any Foreclosed Property as a result of foreclosure proceedings or conveyance or other action in lieu thereof or other remedial action but only to the extent that such Person has not specifically assumed Developer's obligations in accordance with the terms hereof.

"**Municipal Code**" means the San Francisco Municipal Code.

"**New City Laws**" is defined in Section 5.7.

"**Non-City Agency**" means a Federal, State or local governmental agency that is not a City Agency.

"**Non-City Regulatory Approval**" is defined in Section 3.10.

"**Non-City Responsible Agencies**" is defined in Section 3.10.

"**Objective Requirements**" is defined in Section 3.4.

"**OEWD**" means the San Francisco Office of Economic and Workforce Development.

"**Official Records**" means the official real estate records of the City and County of San Francisco, as maintained by the City's Assessor-Recorder's Office.

"**OLSE**" is defined in Section 4.9.

"**Ongoing Maintenance Services**" is defined in the Financing Plan.

"**Parks and Open Spaces**" means all of the publicly-accessible open spaces developed in accordance with the Design for Development.

"**Party**" and "**Parties**" are defined in the preamble.

"**Person**" means any natural person or a corporation, partnership, trust, limited liability company, limited liability partnership or other entity.

"**PG&E**" is defined in Recital B, together with its successor(s).

"**PG&E Affected Area**" is defined in Section 11.7.

"**PG&E Sub-Area**" is defined in Recital B.

"**Phasing Figures**" means the phasing figures attached as part of Exhibit M-2.

"**Phasing Goals**" is defined in Section 3.2.5.

"**Phasing Plan**" means the phasing plan attached as part of Exhibit M-1.

"**Plan Documents**" means, individually or collectively as the context requires, the Land Use Plan, Infrastructure Plan, Phasing Plan, Housing Plan, Financing Plan, Design for Development, TDM Plan, and this Agreement.

"**Planning Code**" means the San Francisco Planning Code.

"**Planning Commission**" means the Planning Commission of the City and County of San Francisco.

"**Planning Department**" means the Planning Department of the City and County of San Francisco acting through the Planning Director.

"**Planning Director**" means the Director of the Planning Department or his or her designee.

"**Port**" is defined in Recital C.

"**Port 23rd Street Property**" is defined in Recital C.

"**Port Bay Property**" is defined in Recital C.

"**Port Craig Lane Property**" is defined in Recital C.

"**Port Lease**" is defined in Recital C.

"**Port Open Space**" is defined in Recital C.

"**Port Sub-Area**" is defined in Recital C as of the Reference Date and following any conveyance of real property in the Project Site by or to the Port as contemplated hereby means the real property in the Project Site owned by the Port as of the date of determination.

"**Power Station Park**" is defined in Recital H.

"**Power Station Park System**" is defined in Recital H.

"**Privately-Owned Community Improvements**" means those facilities and services that are privately-owned and privately-maintained, at no cost to the City (other than any public financing set forth in the Financing Plan), for the public benefit and not dedicated to the City, including any Infrastructure that is not a Public Improvement. The Privately-Owned Community Improvements are shown generally on Exhibit L-1 and further described in the Design for Development. Privately-Owned Community Improvements include certain pedestrian paths, alleys (such as Craig Lane) storm drainage facilities, open spaces, SFMTA Employee Restroom, Muni Bus Shelter, and community or recreation facilities to be built on land owned by Developer, or on land owned by the City if the Privately-Owned Community Improvements thereon are subject to an encroachment permit or other permit allowing their installation on such land.

"**Processing Fees**" means the standard fee that is not an Impact Fee or Exaction imposed by the City upon the submission of an application for a permit or approval in accordance with City practice on a City-Wide basis and in accordance with this Agreement.

"**Project**" means the mixed-use development project as generally described in Recital E and as further described in this Agreement, the other Plan Documents, and the Approvals, including the Associated Community Benefits.

"**Project Site**" is defined in Recital C.

"**Project Special Taxes**" is defined in the Financing Plan.

"**Project SUD**" means Planning Code Section 249.[__], as adopted by the Board of Supervisors in Ordinance No. [_____], as the same may have been amended as of the date of determination as permitted hereunder.

"**Prop M Allocation**" means the approval of "Prop M" office allocation (pursuant to Planning Code section 321 *et seq.* or successor provision) for the Project.

"**Proportionality Requirement**" is defined in Section 3.2.4.

"**Public Health and Safety Exception**" is defined in Section 5.9.1.

"**Public Improvements**" means the facilities, both on- and off-site, to be improved, constructed and dedicated by Developer and, upon Completion in accordance with this Agreement, accepted by the City. Public Improvements include the streets within the Project Site shown on Exhibit N, and all Infrastructure and public utilities within such streets (such as electricity, water and sewer lines but excluding any non-municipal utilities), including sidewalks, landscaping, bicycle lanes, bus boarding island, street furniture, and paths and intersection improvements (such as curbs, medians, signaling, traffic controls devices, signage, and striping). The Public Improvements also include the SFPUC Infrastructure, and the SFMTA Infrastructure. The Public Improvements do not include Privately-Owned Community Improvements or, if any, privately owned facilities or improvements in the public right of way.

"**Public Improvement Agreement**" means an agreement between the City and Developer for the completion of required Public Improvements.

"**Public Works**" means the San Francisco Department of Public Works.

"**Public Works Director**" means the Director of Public Works.

"**Qualified Project Costs**" is defined in the Financing Plan.

"**Soccer Field**" is defined in Recital H.

"**RPD**" means the City's Recreation and Park Department.

"**Services Special Taxes**" is defined in the Financing Plan.

"**SFMTA**" means the San Francisco Municipal Transportation Agency.

"**SFMTA Infrastructure**" means the Public Improvements that the SFMTA will own or operate, and maintain following Completion and Board of Supervisors acceptance, as identified in the Infrastructure Plan.

"**SFPUC**" means the San Francisco Public Utilities Commission.

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

"**SFPUC Infrastructure**" means the Public Improvements that the SFPUC will own and operate following Completion and Board of Supervisors acceptance, as identified in the Infrastructure Plan.

"**State**" means the State of California.

"**Subdivision Code**" means the San Francisco Subdivision Code and Subdivision Regulations.

"**Subdivision Map**" means any map that Developer submits for the Project Site under the Subdivision Map Act and the Subdivision Code, which may include tentative or vesting tentative subdivision maps, final or vesting final subdivision maps and any tentative or final parcel map, or transfer map, including phased final maps to the extent authorized under an approved tentative subdivision map.

"**Subdivision Map Act**" means the California Subdivision Map Act, California Government Code §§ 66410 *et seq.*

"**Subdivision Regulations**" means subdivision regulations applicable to the Project Site adopted by Public Works from time to time in accordance with this Agreement, including exceptions granted by the Public Works Director in accordance therewith.

"**Subsequent Impact Fee Period**" means the period commencing upon the expiration of the Initial Impact Fee Period and continuing until the expiration of the Term (for the avoidance of doubt, as extended by a Litigation Extension (if any)).

"**Transportation Plan**" is attached as Exhibit I.

"**Term**" is defined in Section 2.2.

"**Third-Party Challenge**" means any administrative, legal or equitable action or proceeding instituted by any Person other than the City, any City Agency or Developer against the City or any City Agency challenging the validity or performance of any provision of this Agreement, the Project, the Approvals, the adoption or certification of the FEIR or other actions taken pursuant to CEQA, or other approvals required under Law to construct the Project, any action taken by the City or Developer in furtherance of this Agreement, or any combination of the foregoing relating to the Project or any portion thereof.

"**Transfer**" is defined in Section 12.1 and in all events excludes (i) a transfer of ownership or membership interests in Developer or any Transferee, (ii) grants of easement or of occupancy rights for existing or completed Buildings or other improvements (including space leases in Buildings), and (iii) the placement of a Mortgage on all or any portion of the Project Site.

"**Transferable Infrastructure**" means, with respect to each Development Parcel, items of Infrastructure that may consist of (i) final, primarily behind the curb, right-of-way improvements, including sidewalks, light fixtures, street furniture, landscaping, and driveway cuts, for such Development Parcel and/or (ii) utility laterals built within such Development Parcel or to connect such Development Parcel to the adjacent right of way.

"**Transferee**" is defined in Section 12.1.

"**Transferred Property**" is defined in Section 12.1.

"**Utility Infrastructure**" means Public Improvements for utility systems that serve the Project Site, including subsurface systems for power, stormwater, sewer, domestic water, recycled water, and AWSS, and above-ground utility facilities, such as streetlights, stormwater controls and switchgears. Utility Infrastructure excludes (a) telecommunications infrastructure, (b) any privately owned utility improvements, and (c) streets and sidewalks.

"**Utility Yard**" means a service yard for a public utility or public use of a similar character.

"**Vertical Improvement**" means a Building or other improvement to be developed under this Agreement that is not Parks and Open Space or Infrastructure.

"**Vested Elements**" is defined in Section 5.1.

"**Waterfront Park**" is defined in Recital H.

"**Workforce Agreement**" means the Workforce Agreement attached as Exhibit F.

ARTICLE 2
EFFECTIVE DATE; TERM

Section 2.1 Effective Date. This Agreement shall take effect upon the later to occur of (i) the full execution and delivery of this Agreement by the Parties and (ii) the date the Enacting Ordinance is effective and operative ("**Effective Date**").

Section 2.2 Term. The term of this Agreement shall commence upon the Effective Date and shall continue in full force and effect for thirty (30) years thereafter (the "**Term**"), unless earlier terminated as provided herein, provided that the Term shall be extended for each day of a Litigation Extension. The term of any conditional use permit, any tentative Subdivision Map, any subsequent subdivision map and any other Approval shall be for the longer of (x) the Term (as it relates to the applicable parcel) or (y) the term otherwise allowed under the Subdivision Map Act, conditional use/planned unit development approval or other Approval, as applicable.

ARTICLE 3
GENERAL RIGHTS AND OBLIGATIONS

Section 3.1 Development of the Project. Developer shall have the vested right to develop the Project in accordance with and subject to the provisions of this Agreement, including upon issuance of the Later Approvals, and the City shall consider and process all Later Approvals in accordance with and subject to this Agreement. The Parties acknowledge that Developer (i) as of the Reference Date has obtained all approvals from the City required to Commence Construction of the Project, other than any required Later Approvals, and (ii) may proceed in accordance with this Agreement with the construction and, upon completion, use and occupancy of the Project as a matter of right, subject to the issuance of any required Later Approvals and any required Non-City Regulatory Approvals as set forth in this Agreement. By granting the

Approvals, the City has made a policy decision that the Project is in the best interest of the City and promotes the public health, safety and general welfare. Accordingly, the City in granting the Approvals and vesting them through this Agreement is limiting its future discretion with respect to the Project. Consequently, the City shall not use its discretionary authority in considering any application for a Later Approval or in connection with any other matter related to the Project to change the policy decisions reflected by the Approvals and this Agreement or otherwise to prevent or to delay development of the Project. The City acknowledges and agrees that the development of the Project as contemplated under this Agreement is a priority project for which the City shall act as expeditiously as is reasonably feasible to review and process any applications and approvals in connection therewith.

Section 3.2 Development Process.

3.2.1 Phases. The Parties anticipate that the Project will be developed in phases described in the Phasing Plan (each, a "**Development Phase**" and collectively, the "**Development Phases**") in the manner described in this Section 3.2. The Parties acknowledge that Developer cannot guarantee the exact timing in which Development Phases will be constructed and whether particular elements of the Project will be constructed at all. Such decisions depend on numerous factors that are not within the control of Developer or the City, including the Development Considerations. Developer shall have the right to develop the Project in Development Phases in such order and time as determined by Developer in the exercise of its sole and subjective business judgment, but subject to the requirements of this Agreement with respect to Associated Community Benefits. Prior to the commencement of each Development Phase, Developer shall submit to the Planning Department an application (each, a "**Development Phase Application**") in accordance with the procedures and requirements set forth in Exhibit O.

3.2.2 Boundaries. The proposed boundaries of each Development Phase, based on Developer's best knowledge at the time of approval of this Agreement, are generally shown in the Phasing Plan. Final boundaries of each Development Phase will be established by the approval by the City, through the Planning Department, of the Development Phase Application with respect to such Development Phase. The boundaries of all parcels within each Development Phase will be established through Subdivision Maps.

3.2.3 Associated Public Benefits. Because the Project will be built out over a number of years, the amount and timing of the Associated Community Benefits, including the Public Improvements, Privately Owned Community Improvements (including the Parks and Open Spaces), and affordable housing, are allocated by Development Phase in accordance with the Plan Documents, including the Phasing Plan, as more particularly described in Sections 4.1 - 4.3. The scope and timing of Infrastructure that is associated with specific parcels or Buildings shall be reviewed and approved by the City through the Subdivision Map approval process consistent with the Applicable Standards. As more particularly described in Sections 4.1 - 4.3, requirements of the Associated Community Benefits related to affordable housing, workforce requirements, and transportation demand management shall be delivered as set forth in the Housing Plan, Workforce Agreement and TDM Plan, respectively.

3.2.4 Proportionality Requirement. The development of the Project as provided in this Agreement and the other Plan Documents has been carefully structured to meet (and the

City acknowledges and agrees that development of the Project as provided herein does meet) the requirement that Associated Community Benefits, including Public Improvements, Privately Owned Community Improvements (including the Parks and Open Spaces), and affordable housing, be provided proportionately with the development of market-rate housing and commercial-office and laboratory uses taking into account the Project as a whole (the "**Proportionality Requirement**").

3.2.5 Changes to Phasing. The Parties agree that many factors, including the Development Considerations, will determine the rate at which various residential and commercial uses within the Project can be developed and absorbed. Developer may request changes to the Phasing Plan at any time, including changes to the proposed boundaries of a Development Phase, the order of Development Phases and/or the Development Phases and/or Buildings to which Associated Community Benefits are tied, by submitting a written request to the Planning Director with a statement explaining the reasons for the proposed changes. The Planning Director shall consider only the following (collectively, the "**Phasing Goals**") when considering Developer's request for changes to the Phasing Plan:

- Rational Development. Associated Community Benefits should be developed in an orderly manner and consistent with the Plan Documents. Finished portions of the Project should be generally contiguous or adjacent to a completed street.
- Appropriate Development. Horizontal development should be timed to coordinate with the needs of vertical development. Completed Infrastructure must provide continuous reliable access and utilities to then-existing visitors, residents, and businesses.
- Market Timing. The boundaries and mix of uses within the Development Phase should be designed to minimize unsold inventory of Development Parcels.
- Flexibility. Flexibility to respond to market conditions, cost and availability of financing and economic feasibility should be provided.
- Proportionality. If the change would delay the production of Associated Community Benefits or reallocate Associated Community Benefits due to a change in the proposed boundaries of development parcels, the Project should continue to meet the Proportionality Requirement.

3.2.6 City Approval. In considering whether to approve Developer's requested changes, the Planning Director shall consider only whether the changes are consistent with all of the Phasing Goals. The Planning Director shall approve such change if, after consulting with all affected City Agencies and the City Attorney, he or she reasonably determines that the modified Phasing Plan meets all of the Phasing Goals. Any material change to the Phasing Plan that does not meet all of the Phasing Goals, as reasonably determined by the Planning Director, requires the approval of the Planning Commission after consultation with the affected City Agencies.

Section 3.3 Approval of Subdivision Maps. Developer shall obtain a tentative subdivision map and enter into a Public Improvement Agreement, or otherwise satisfy the applicable requirements of the Subdivision Code before commencing construction of any Infrastructure or Building within a Development Phase. The Parties shall agree on a form of Public Improvement Agreement and Major Encroachment Permit within six (6) months following the Reference Date. Developer is not required to obtain one Subdivision Map for the entire Project

Site. Developer may obtain multiple Subdivision Maps (one or more for each Development Phase) or obtain one Subdivision Map for the entire Project Site, as desired.

Section 3.4 Design Review and Objective Requirements. The Approvals and the Plan Documents are intended to ensure that the urban, architectural and landscape design of the Buildings, the Public Improvements and the public realm at the Project Site will be of high quality and appropriate scale, include sufficient open space and promote the public health, safety and general welfare. The design review procedures applicable to all Buildings and Privately-Owned Community Improvements shall be as set forth in the Project SUD. Design review procedures applicable to Parks and Open Spaces shall be as set forth in Section 3.5. The City shall review and approve, disapprove, or approve with recommended modifications any design review application under the Project SUD (a "**Design Review Application**") in accordance with the requirements of this Agreement and the procedures specified in the Project SUD. Notwithstanding anything to the contrary in this Agreement, the City may exercise its reasonable discretion in approving the aspects of a Design Review Application that relate to the qualitative or subjective requirements of the Design for Development, including the choice of building materials and fenestration. In considering a Design Review Application and any Later Approval for those aspects of a proposed Building or Privately-Owned Community Improvement that meet the quantitative or objective requirements of the Project SUD, Design for Development and the other Plan Documents (the "**Objective Requirements**"), including the Building's proposed height, bulk, setbacks, streetwalls, location and size of uses and amount of open space and parking, the City acknowledges and agrees that (i) it has exercised its discretion in approving the Project SUD and the Plan Documents and (ii) any proposed Design Review Application or Later Approval that meets the Objective Requirements shall not be rejected by the City based on elements that conform to or are consistent with the Objective Requirements, so long as the proposed Building or Privately-Owned Community Improvements meets the San Francisco Building Codes as set forth in Section 5.4.

Section 3.5 Design Review of Parks and Open Spaces within Power Station Park System. Before the City may issue any construction permit for any Parks and Open Spaces located within the Power Station Park System, (i) the Planning Department shall have first approved a Design Review Application for the schematic design and construction documents for the applicable Parks and Open Spaces in accordance with the Project SUD, to the extent located on the Developer Property, and (ii) the Port and/or other applicable Non-City Responsible Agencies and City Agencies shall have first issued all Later Approvals for the Parks and Open Spaces required under Exhibit Z, to the extent located on the Port Sub-Area.

Section 3.6 Construction of Public Improvements and Privately-Owned Community Improvements. Developer shall undertake the design, development, and installation of the Public Improvements and Privately-Owned Community Improvements at no cost to City (other than the public financing set forth in the Financing Plan). Public Improvements shall be designed and constructed, and shall contain those improvements and facilities, as reasonably required by the applicable City Agency that is to accept, and in some cases operate and maintain, the Public Improvement in keeping with the then-current City-Wide standards and requirements of the City Agency as if it were to design and construct the Public Improvement on its own at that time, subject to Section 5.7.1, or as otherwise approved by Public Works or the applicable City Agency in accordance with this Agreement and the Subdivision Code. Without limiting the foregoing, Developer shall complete all Public Improvements and Privately-Owned Community

Improvements in accordance with the applicable Plan Documents, and in a good and diligent manner, without material defects, in accordance with City-approved construction documents. As and when required under the Subdivision Map Act, Developer shall enter into a Public Improvement Agreement with Public Works, and provide adequate security consistent with the Subdivision Code and the applicable Public Improvement Agreement (which may include bonds, letters of credit, or other security satisfactory to the City and meeting the requirements of the Subdivision Code ("**Adequate Security**").

3.6.1 Regulatory Approvals. Developer shall obtain all necessary permits and approvals (including approval of all design and construction plans) from any responsible agencies having jurisdiction over each Public Improvement and Privately-Owned Community Improvement. Without limiting the foregoing, Developer shall obtain all necessary permits and approvals: (i) from the SFMTA approval all of the plans and specifications for Public Improvements that are under SFMTA jurisdiction as provided in the SFMTA Consent, (ii) from the SFPUC approval of the plans and specifications for the SFPUC Infrastructure as provided in the SFPUC Consent and (iii) from Public Works approval of the plans and specifications for all streets and sidewalks and improvements in the public rights of way. In deciding whether to approve, conditionally approve, or deny any such matter, each City Agency is subject to the requirements of the Plan Documents, including Section 3.6 and Sections 5.2-5.6.

3.6.2 Timing for Completion of Public Improvements and Privately-Owned Community Improvements. All Public Improvements that are required to serve a Building (as identified in the Infrastructure Plan and Phasing Plan) must be completed and accepted by the Board of Supervisors on or before issuance of the First Certificate of Occupancy for that Building; provided, however, that upon Developer's request, the City shall allow the issuance of the First Certificate of Occupancy for a Building prior to acceptance of the required Public Improvements if (i) the applicable Public Improvements have been Completed and (ii) Developer and the City have entered into an agreement reasonably acceptable to the Public Works Director (with respect to Public Improvements within Public Works jurisdiction) and SFPUC General Manager (with respect to Public Improvements within SFPUC jurisdiction) governing the use of and liability for the applicable Public Improvements until accepted by the Board of Supervisors. The Parties agree to work in good faith to enter into such agreements as may be needed to ensure that City's process for acceptance of Public Improvements does not delay the issuance of certificates of occupancy when the Infrastructure is Completed and ready for its intended use. Subject to Section 4.2, Privately-Owned Community Improvements (including certain Parks and Open Spaces) expressly identified in the Phasing Plan must be Completed in accordance with the times for Completion set forth in the Phasing Plan. Developer acknowledges and agrees that upon the occurrence of certain conditions, the City may decide not to issue certificates of occupancy, as more particularly described in Section 9.4.5.

3.6.3 Timing for Satisfaction of BMR Requirements. Any requirement to construct BMR Units or otherwise satisfy Developer's obligations under the Housing Plan is triggered when Developer Commences Construction on the residential Building to which the obligation is tied, as more particularly described in the Housing Plan.

3.6.4 Dedication and Acceptance of Public Improvements. Developer shall provide the City with an offer of dedication for all Public Improvements, with fee title to public

right of way (or an easement, if acceptable to the City), within the Development Phase in accordance with the Subdivision Code, the applicable Public Improvement Agreement and Subdivision Map conditions of approval. At any time after Completion of Public Improvements, Developer shall make a written request to the City to initiate acceptance of such Public Improvements in accordance with the Subdivision Code, the Public Improvement Agreement, and this Agreement. With any such request, Developer shall satisfy all prerequisites and conditions to acceptance consistent herewith, including any required materials associated with the request. Following Developer's submittal of all required materials, each applicable City Agency having jurisdiction shall diligently and expeditiously process the acceptance request in accordance herewith and introduce complete acceptance packages to the Board of Supervisors.

Section 3.7 Contracting for Public Improvements. In connection with construction of the Public Improvements, Developer shall engage a contractor that is duly licensed in the State and qualified to complete the work (the "**Contractor**"). The Contractor shall contract directly with Developer pursuant to an agreement to be entered into by Developer and the Contractor, which shall: (i) be a guaranteed maximum price contract; (ii) require contractor to maintain bonds and insurance for the benefit of Developer and the City in accordance with the Subdivision Code; (iii) require the Contractor to obtain and maintain customary insurance, including workers compensation in statutory amounts, employer's liability, general liability, and builders all-risk; (iv) release the City from any and all claims relating to the construction, including to mechanics liens and stop notices; (v) subject to the rights of any Mortgagee that forecloses on the property, include the City as a third party beneficiary with all rights to rely on the work, receive the benefit of all warranties, and prospectively assume Developer's obligations and enforce the terms and conditions of the Construction Contract as if the City were an original party thereto; and (vi) require that the City be included as a third party beneficiary with all rights to rely on the work product, receive the benefit of all warranties and covenants, and prospectively assume Contractor's rights in the event of any termination of the Construction Contract, relative to all work performed by the Project's architect and engineer.

Section 3.8 Maintenance and Operation of Public Improvements by Developer and Successors. Ongoing Maintenance Services of the Maintained Facilities will be paid by Services Special Taxes from the CFD in accordance with the Financing Plan. Parties shall comply with the Finance Plan attached hereto as Exhibit C.

Section 3.9 Maintenance and Operation of Privately-Owned Community Improvements. Developer, a Management Association, or a subsequent operator, as applicable, shall operate and maintain in good and workmanlike condition, and otherwise in accordance with all Laws and any applicable permits, at no cost to the City, all Privately-Owned Community Improvements, which shall be maintained as Maintained Facilities under the Financing Plan. At a minimum, certain Privately-Owned Community Improvements shall be maintained and operated in accordance with the requirements of Exhibit L-2. In order to ensure that all such Privately-Owned Community Improvements are maintained as required, Developer shall record a declaration of covenants, conditions and restrictions in a form approved by the Planning Director and Port Director (after consultation with the City Attorney) ("**CC&Rs**") against the Development Parcels, including any sites that are intended for dedication to the City, that requires Developer or a Management Association, as applicable, to maintain and repair such Privately-Owned Community Improvements in perpetuity, with appropriate fees or revenue to perform such

obligations. The CC&Rs shall require Developer or a Management Association, as applicable, to maintain, repair and operate any Improvements located within the Port Open Space and the Port Bay Property pursuant to the Port Lease. The CC&Rs may be recorded against Development Parcels in phases, but in each instance before Completion of the Buildings thereon. Notwithstanding anything to the contrary contained in any Management Association governing document, Developer shall make commercially reasonable efforts to enforce the maintenance and repair obligations of the Management Association during the Term. The CC&Rs shall expressly provide (i) the City with the right to enforce the public access, operational standards, and maintenance and repair provisions of the CC&Rs applicable to the Privately-Owned Community Improvements and (ii) the Port with the right to enforce the maintenance and repair provisions of the CC&Rs applicable to the Port open Space and Port Bay Property.

Section 3.10 Non-City Regulatory Approvals for Public Improvements. The Parties acknowledge that certain Public Improvements and Privately-Owned Community Improvements, most particularly the proposed outfall of stormwater from the Project Site to the Bay and in -water construction, including for the proposed dock, require the approval of one or more Non-City Agencies with jurisdiction ("**Non-City Responsible Agencies**"). The Non-City Responsible Agencies may disapprove installation of such Public Improvements or Privately-Owned Community Improvements in accordance with Laws, making such installation impossible. The City shall cooperate with reasonable requests by Developer to obtain permits, agreements, or entitlements from Non-City Responsible Agencies for each such improvement, and as may be necessary or desirable to effectuate and implement development of the Project in accordance with the Approvals (each, a "**Non-City Regulatory Approval**"). The City's commitment to Developer under this Section 3.10 is subject to the following conditions and covenants:

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

(b) Developer shall not agree to conditions or restrictions in any Non-City Regulatory Approval that could reasonably be expected to create (i) any obligations on the part of any City Agency, unless such City Agency agrees to assume such obligations at the time of acceptance of the Public Improvements, or (ii) any restrictions on City-owned property (or property to be owned by the City under this Agreement), excluding any existing or proposed easements for PG&E facilities, unless the City, including each affected City Agency, has previously approved the restrictions in writing, which approval may be given or withheld in its reasonable discretion; and

(c) Developer shall bear all costs associated with applying for, obtaining and complying with any necessary Non-City Regulatory Approval and any and all conditions or restrictions imposed as part of a Non-City Regulatory Approval, subject to Section 3.12. Developer shall pay or otherwise discharge any fines, penalties or corrective actions imposed as a result of Developer's failure to comply with any Non-City Regulatory Approval.

Section 3.11 Continuing City Obligations. Certain Non-City Regulatory Approvals may include conditions that require special maintenance or other obligations that continue after the City accepts the dedication of Public Improvements (each, a "**Continuing Obligation**"). Standard maintenance of Public Improvements, in keeping with City's existing practices, shall not be deemed a Continuing Obligation. Developer must notify all affected City Agencies in writing and include a clear description of any Continuing Obligation, and each affected City Agency must approve the Continuing Obligation in writing in its reasonable discretion before Developer agrees to the Non-City Regulatory Approval that includes the Continuing Obligation. Upon the City's acceptance of any Public Improvement that has a Continuing Obligation that was approved by the City as set forth above, the City shall assume the Continuing Obligation and notify the Non-City Responsible Agency that gave the applicable Non-City Regulatory Approval of this fact. Notwithstanding the foregoing and for purposes of clarity, no City Agency, including the Port, will accept a Continuing Obligation that applies to private land.

Section 3.12 Public Financing.

3.12.1 Financing Districts. Developer and City may agree to form a CFD under the CFD Act. Any and all costs incurred by the City in forming a CFD shall be City Costs. The terms and conditions of any CFD must be consistent with the specifications in the Financing Plan; provided, however that the CFD must be established before the sale of any parcel within the Project. Developer shall not, at any time, contest, protest, or otherwise challenge the formation of the CFDs or the issuance of additional bonds or other financing secured by Project Special Taxes, or the application of bond proceeds or Project Special Taxes. Once established, Developer shall not institute, or cooperate in any manner with, proceedings to repeal or reduce the Project Special Taxes. The provisions of this Section 3.12 shall survive the expiration of this Agreement, and Developer shall include the requirements of this Section 3.12.1 in the CC&Rs (or, if the CC&Rs have not yet been created and recorded, in the sale documents for any sale of all or part of the Project Site).

3.12.2 Limitation on New Districts. The City shall not form any new financing or assessment district over any portion of the Project Site unless the new district applies to similarly-situated property City-Wide or Developer gives its prior written consent to or requests the proceedings.

3.12.3 Permitted Assessments. Nothing in this Agreement limits the City's ability to impose new or increased taxes or special assessments, any equivalent or substitute tax or assessment, or assessments for the benefit of business improvement districts or community benefit districts formed by a vote of the affected property owners.

Section 3.13 PG&E Sub-Area. Notwithstanding anything to the contrary herein, the PG&E Sub-Area, as shown in Exhibit A-2, is not subject to the terms of this Agreement unless and until PG&E or a subsequent fee owner of the PG&E Sub-Area executes a joinder to this Agreement substantially in the form attached hereto related to the PG&E Sub-Area or a portion thereof, in which case such Person shall be "Developer" hereunder with respect to the PG&E Sub-Area or such portion and the PG&E Sub-Area or such portion shall constitute "Developer Property" applicable to such Person.

Section 3.14 Workforce. Developer shall require project sponsors, contractors, consultants, subcontractors, and subconsultants, as applicable, to undertake workforce development activities in both the construction and end use phases of the Project in accordance with the Workforce Agreement, all to the extent required thereunder.

Section 3.15 Public Power. Within sixty (60) days after the Effective Date, Developer will provide the SFPUC with all Project information the SFPUC requires to determine the feasibility of providing electric service to the Project Site (the "**Feasibility Study**"). The SFPUC will complete the Feasibility Study within six (6) months after the date that Developer provides to the SFPUC all Project information needed to complete the Feasibility Study. Developer agrees that if the SFPUC determines it is feasible to provide electricity for the Project Site, then the SFPUC will be the exclusive power provider to the Project Site. The SFPUC power will be provided under the SFPUC's Rules and Regulations Governing Electric Service and at rates that are comparable to rates in San Francisco for comparable service from other providers.

Section 3.16 Utility Yard. If the Person that is Developer of a Development Phase (i.e., the "horizontal developer" of such Development Phase) reasonably determines that a portion of such Development Phase is required (and will be used) for a Utility Yard, then such Developer may notify the City thereof in writing. Effective as of the date that is thirty (30) days after the delivery of such notice this Agreement shall terminate with respect to such portion (and, for the avoidance of doubt, such portion shall not be part of the Project Site hereunder).

Section 3.17 Fair Share. Upon determination by the SFPUC and the Developer of the scope and cost of needed improvements to accommodate the additional flows from the Project to a future relocated 20th Street Pump Station, the Developer shall pay its fair share for improvements required to provide adequate sewer capacity within the area of the Project and to serve the Project as determined by the SFPUC. The contribution shall be in proportion to the wastewater flows from the Project relative to the total design capacity of the upgraded pump station.

Section 3.18. Waiver of State Density Bonus Law; and Similar State and Local Laws Allowing Additional Residential and/or Non-Residential Density and modifications to development requirements. The parties acknowledge that various state and local laws, including but not limited to the State Density Bonus Law (California Government Code § 65915 et seq), the Affordable Housing Bonus Program (Planning Code section 206 et seq.), and Planning Code Sections 207, as they may be amended from time to time, generally allow additional residential and/or non-residential density and modifications to development requirements for residential or mixed-use developments in exchange for the inclusion of a percentage of on-site below market rate units, or the dedication of land suitable for the construction of on-site affordable housing units. By entering into this Agreement, and adopting the Project SUD, Zoning Map amendments, and the Design for Development, the City is allowing significantly more development than what is allowed under the existing zoning and more that what would be allowed under existing zoning in conjunction with the State Density Bonus Law, AHBP or any other state or local development bonus program; likewise, the developer is providing on-site affordable housing in amount greater than required to receive such bonuses, as set forth in the Housing Plan.

By entering into this Agreement, Developer is voluntarily and intentionally waiving its ability to use the State Density Bonus program, the Affordable Housing Bonus Program, Planning

Code sections 207, as they may be amended from time to time, or any other process or mechanism allowed under state or local law now or in the future to increase, modify, expand or change the amount of and design for development, both residential and non-residential, on the site from the Project as described in and regulated by the DA, Project SUD, Zoning Map amendments, and Design for Development. Developer is agreeing to pursue development on the site solely within the regulatory framework of the Project SUD, Zoning Map amendments, and the Design for Development, with the understanding that the only allowed modifications, exceptions and variances to the Project are those pursuant to the parameters and processes explicitly established in the Project SUD for such modifications and changes, approvable at the sole discretion of the City. City would not be entering into this DA and approving this Project, including the Project SUD, Zoning Map amendments, and Vesting, were the Developer to be able to use any other development bonus in conjunction therewith, and have negotiated the public benefits, including affordable housing and other DA provisions, based on the specific land use program and project design as established in the Project SUD, Zoning Map amendments, and Design for Development as adopted, inclusive of the modification processes allowed therein and any amendments to the Project SUD and Design for Development as may be approved in the future by the City.

ARTICLE 4
PUBLIC BENEFITS; DEVELOPER OBLIGATIONS AND CONDITIONS TO DEVELOPER'S PERFORMANCE

Section 4.1 Community Benefits Exceed Those Required by Existing Ordinances and Regulations. The Parties acknowledge and agree that the development of the Project in accordance with this Agreement provides a number of public benefits to the City beyond those achievable through Laws in effect on the Reference Date, including the Associated Community Benefits. The City acknowledges and agrees that a number of the Associated Community Benefits would not be otherwise achievable without the express agreement of Developer under this Agreement. Developer acknowledges and agrees that, as a result of the benefits to Developer under this Agreement, Developer has received good and valuable consideration for its provision of the Associated Community Benefits, and that the City would not be willing to enter into this Agreement without the Associated Community Benefits. Each component of the Public Improvements and the Privately-Owned Community Improvements (including the Parks and Open Spaces) and the affordable housing under the Housing Plan (each, an "**Associated Community Benefit**") is tied to the construction of a specific Development Phase and/or Building under the Phasing Plan and the Housing Plan (and references herein to being "tied" to a Development Phase or Building shall be as set forth in such Plan Documents). The timing for delivery of the Associated Community Benefits shall be as set forth in the Phasing Plan.

Section 4.2 Associated Community Benefits. As part of its development of the Project hereunder, Developer shall provide the Associated Community Benefits identified in the following attachments to this Agreement as and to the extent required hereunder and thereunder:

(a) the Infrastructure Plan (including all of the Public Improvements and all of the Privately-Owned Community Improvements);

(b) the Phasing Plan;

(c) the Housing Plan;

(d) the Transportation Plan; and

(e) the Design for Development; and,

(f) the Workforce Agreement.

Section 4.3 Conditions to Performance of Associated Community Benefits. Except to the extent expressly stated otherwise in an applicable Plan Document, Developer's obligation to perform each Associated Community Benefit is expressly conditioned upon each and all of the following conditions precedent:

(a) The Development Phase Approval to which the Associated Community Benefit is tied (or of which the applicable Building is a part) shall have been Finally Granted;

(b) Developer shall have obtained all Later Approvals required to Commence Construction of the applicable Development Phase and/or Building to which the Associated Community Benefit is tied, and such Later Approvals shall have been Finally Granted, except to the extent that such Later Approvals have not been obtained or Finally Granted due to the failure of Developer to timely initiate and then diligently and in good faith pursue such Later Approvals; and

(c) Developer shall have Commenced Construction of the Development Phase and/or Building to which the Associated Community Benefit is tied.

Section 4.4 No Additional CEQA Review or General Plan Consistency Findings Required. The Parties acknowledge that: (i) the FEIR complies with CEQA and that the Project is consistent with the General Plan; and (ii) the FEIR and the MMRP are intended to be used in connection with each of the Later Approvals to the extent appropriate and permitted under Law. The City shall rely on the FEIR, to the greatest extent possible in accordance with Laws, in all future discretionary actions related to the Project; provided, however, nothing in this Agreement shall limit the discretion of the City to conduct additional environmental review in connection with any Later Approvals to the extent that such additional environmental review is required by Laws, including CEQA, or the ability of the City to impose conditions on any discretionary actions relating to a Material Change, including conditions determined by the City to be necessary to mitigate adverse environmental impacts of the Material Change. The Parties further acknowledge that:

(a) the FEIR contains a thorough analysis of the Project and possible alternatives;

(b) the Mitigation Measures have been adopted to eliminate or reduce to an acceptable level certain adverse environmental impacts of the Project;

(c) the Board of Supervisors adopted the CEQA Findings, including a statement of overriding considerations, in connection with the Approvals, pursuant to

CEQA Guidelines Section 15093, for those significant impacts that could not be mitigated to a less than significant level. Accordingly, the City does not intend to conduct any further environmental review or mitigation under CEQA for any aspect of the Project vested under this Agreement; and

(d) the General Plan Consistency Findings are intended to support all Later Approvals that are consistent with the Initial Approvals. To the maximum extent feasible, the Planning Department shall rely exclusively on the General Plan Consistency Findings when processing and reviewing all Later Approvals, including schematic review under the Project SUD, proposed Subdivision Maps and any other actions related to the Project requiring General Plan determinations; provided that Developer acknowledges that the General Plan Consistency Findings do not limit the City's discretion in connection with any Later Approval that requires new or revised General Plan consistency findings because of amendments to any Initial Approval or Material Changes or that is analyzed in the context of a future General Plan amendment that is a non-conflicting New City Law.

Section 4.5 Compliance with CEQA Mitigation Measures. Developer shall comply with all Mitigation Measures except for any Mitigation Measures that are expressly identified as the responsibility of a different Person. Without limiting the foregoing, Developer shall be responsible for compliance with all Mitigation Measures identified in the MMRP as the responsibility of the "project sponsor" but not for Mitigation Measures identified in the MMRP as the obligation of the "City." To the extent necessary, Developer shall incorporate the applicable requirements of the MMRP into any sale of all or part of the Project Site to any Transferee.

Section 4.6 Sidewalks and Streets. By entering into this Agreement, the City has reviewed and approved the general right of way configurations with respect to location and relationship of major elements, including curbs, bicycle facilities, parking, loading areas, and landscaping, as set forth in the Infrastructure Plan and the Design for Development, as consistent with the City's central policy objective to ensure street safety for all users while maintaining adequate clearances, including for public utilities and fire apparatus vehicles. Nothing in the Section limits the SFPUC's and/or Public Works's right to object to the width of any right of way if, after receiving detailed design documents and/or construction documents, the SFPUC or Public Works determines that the required infrastructure cannot be installed to Applicable Standards in the proposed right of way. No City Agency with jurisdiction may object to a Later Approval based upon the proposed right of way configuration, unless such objection is based upon the applicable City Agency's reserved authority to review engineering design or other authority under State law. In the case of such objection, then within ten (10) business days of the objection being raised (whether raised formally or informally), representatives from Developer, Public Works, the Planning Department and the objecting City Agency shall meet and confer in good faith to attempt to find a mutually satisfactory resolution to the objection. If the matter is not resolved within twenty (20) days following the objection, then the Planning Director shall notify the Clerk of the Board of Supervisors and the members of the Board of Supervisors' Land Use and Transportation Committee. The City Agencies and Developer agree to act in good faith to resolve the matter quickly and in a manner that does not conflict with the Applicable Standards. For purposes of this Section, "engineering design" means professional engineering work as set forth in the Professional Engineers Act, California Business and Professions Code sections 6700 *et seq.*

Section 4.7 Nondiscrimination. In the performance of this Agreement, Developer agrees not to discriminate against any employee, City employee working with Developer's contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

Section 4.8 City Cost Recovery.

4.8.1 Developer shall timely pay to the City all Applicable Impact Fees and Exactions as set forth in Section 5.8.

4.8.2 Developer shall timely pay to the City all Processing Fees applicable to the processing or review of applications for (and issuing) the Approvals, as more particularly described in Section 5.8.3.

4.8.3 Developer shall pay to the City all City Costs incurred in connection with the drafting and negotiation of this Agreement, processing and issuing any Later Approvals or administering this Agreement, within sixty (60) days following receipt of a written invoice complying with Section 4.8.4 from the City.

4.8.4 OEWD shall provide Developer on a quarterly basis (or such alternative period as agreed to by the Parties) a reasonably detailed statement showing City Costs incurred by OEWD, the City Agencies, and the City Attorney's Office, including the hourly rates for each City staff member at that time, the total number of hours spent by each City staff member during the invoice period, any additional costs incurred by the City Agencies and a non-privileged description of the work completed (provided, for the City Attorney's Office, the billing statement will be reviewed and approved by OEWD but the cover invoice forwarded to Developer will not include a description of the work). OEWD will use reasonable efforts to provide an accounting of time and City Costs from the City Attorney's Office and each City Agency in each invoice; provided, however, if OEWD is unable to provide an accounting from one or more of the City Agencies, then OEWD may send an invoice to Developer that does not include the charges of such City Agencies without losing any right to include such charges in a future or supplemental invoice but subject to the twelve (12) month deadline set forth below in this Section 4.8.4. Developer's obligation to pay the City Costs incurred prior to the date of termination shall survive the termination of this Agreement. Developer shall have no obligation to reimburse the City for any City Cost that is not invoiced to Developer within twelve (12) months from the date the City Cost was incurred. The City shall maintain records, in reasonable detail, with respect to any City Costs and, upon written request of Developer and to the extent not confidential, shall make such records available for inspection by Developer. If Developer in good faith disputes any portion of an invoice, then within sixty (60) days following Developer's receipt of the invoice, Developer shall provide notice of the amount disputed and the reason for the dispute, and the Parties shall use good faith efforts to reconcile the dispute as soon as practicable. Developer shall have no right to

withhold the disputed amount. If any dispute is not resolved within ninety (90) days following Developer's notice to the City of the dispute, Developer may pursue all remedies at law or in equity to recover the disputed amount.

4.8.5 For the avoidance of doubt, if Developer is more than one Person (e.g., if a Transfer has occurred following the Reference Date), then each Person that is Developer shall be responsible only for City Costs applicable to such Developer and shall not be responsible for City Costs applicable to any other Person that is Developer and City Costs invoiced to any Person that is Developer shall be made without duplication.

Section 4.9 Prevailing Wages and Working Conditions. Certain contracts for work at the Project Site may be public works contracts if paid for in whole or part out of public funds, as the terms "public work" and "paid for in whole or part out of public funds" are defined in and subject to exclusions and further conditions under California Labor Code sections 1720–1720.6. In connection with the Project, Developer shall comply with all California public works requirements as and to the extent required by State Law. In addition, Developer agrees that all workers performing labor in the construction of public works (including the Public Improvements) under this Agreement will be (i) paid not less than the Prevailing Rate of Wages as defined in Administrative Code section 6.22 and established under Administrative Code section 6.22(e), (ii) provided the same hours, working conditions, and benefits as in each case are provided for similar work performed in the City in Administrative Code section 6.22(f) and (iii) employ apprentices in accordance with Administrative Code Section 23.61. Any contractor or subcontractor constructing Public Improvements must make certified payroll records and other records required under Administrative Code section 6.22(e)(6) available for inspection and examination by the City with respect to all workers performing covered labor. The City's Office of Labor Standards Enforcement ("**OLSE**") enforces applicable labor Laws on behalf of the City, and OLSE shall be the lead agency responsible for ensuring that prevailing wages are paid and other payroll requirements are met in connection with the work, all to the extent required hereunder and as more particularly described in the Workforce Agreement.

Section 4.10 Indemnification of City. Developer shall indemnify, reimburse, and hold harmless the City and its officers, agents and employees (collectively, the "**City Parties**") from and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims (collectively, "**Losses**") arising or resulting directly or indirectly from any third party claim against any City Party arising from: (i) a Default by Developer under this Agreement; (ii) Developer's failure to comply with any Approval or Non-City Regulatory Approval; (iii) the failure of any improvements constructed pursuant to the Approvals to comply with any Applicable Standards, including Existing Standards; (iv) any accident, bodily injury, death, personal injury, or loss of or damage to property occurring on the Project Site (or the public right of way adjacent to the Project Site) in connection with the construction by Developer or its agents or contractors of any improvements pursuant to the Approvals or this Agreement; (v) a Third-Party Challenge; (vi) any dispute between Developer, on the one hand, and its contractors or subcontractors, on the other hand, relating to the construction of any part of the Project; and (vii) any dispute between or among any Person that is Developer or between any Person that is Developer and any subsequent owner of any of the Project Site in any case relating to any assignment of this Agreement or the obligations that run with the land, or any dispute between any Person that is Developer or any other Person relating to which Person is responsible for performing certain obligations under this

Agreement; in any case: (a) (except as provided below) regardless of the negligence of and regardless of whether liability without fault is imposed or sought to be imposed on the City or any of the City Parties; and (b) except to the extent that (x) any of the foregoing indemnification, reimbursement, hold harmless and defense obligations is void or otherwise unenforceable under applicable Law, (y) any such Loss is the result of the negligence or willful misconduct of any of the City Parties, or (z) any such Loss is related to any Public Improvements (the indemnification obligations of which are as provided in the Public Improvement Agreement(s) as executed by the City and Developer). The foregoing indemnity shall include, without limitation, reasonable attorneys' fees and costs and the City's reasonable cost of investigating any such claims against the City or the City Parties. All indemnifications set forth in this Section 4.10 shall survive until the expiration of the applicable statute of limitation or statute of repose. The indemnity requirements of the Public Improvement Agreements shall not conflict with the foregoing.

4.10.1 Multiple Developers. For the avoidance of doubt, if Developer is more than one Person (e.g., if a Transfer has occurred following the Reference Date), then each Person that is Developer shall be responsible only for the indemnification, reimbursement, hold harmless or defense obligations applicable to such Developer and shall not be responsible for the indemnification, reimbursement, hold harmless or defense obligations applicable to any other Person that is Developer.

4.10.2 Indemnification Procedures. In the event of any action or proceeding subject to indemnification, reimbursement, hold harmless or defense under this Agreement, the Parties shall cooperate in defending against such action or proceeding. The City shall promptly notify Developer of any such action or proceeding instituted against the City. Developer shall assist and cooperate with the City at Developer's own expense in connection with any such action or proceeding. The City Attorney's Office may use its own legal staff or outside counsel in connection with defense of such action or proceeding, at the City Attorney's sole discretion. Developer shall reimburse the City for its actual costs incurred in defense of the action or proceeding, including the time and expenses of the City Attorney's Office (at the non-discounted rates then charged by the City Attorney's Office) and any consultants; provided, however, (i) Developer shall have the right to receive monthly invoices for all such costs, and (ii) in the event of any Third-Party Challenge, Developer may elect to terminate this Agreement by written notice thereof to the City, and the Parties will thereafter seek to have the Third-Party Challenge dismissed. Developer shall have no obligation to reimburse any City costs incurred after the date of dismissal. The filing of any third party action or proceeding shall not delay or stop the development, processing, or construction of the Project or the issuance of Later Approvals unless the third party obtains a court order preventing the activity.

ARTICLE 5
VESTING AND CITY OBLIGATIONS

Section 5.1 Vested Rights. By the Approvals, the City has made a policy decision that the Project, as described in and as may be modified in accordance with the Approvals, is in the best interests of the City and promotes the public health, safety and general welfare. Developer shall have the vested right to develop the Project as set forth in this Agreement, including with the following vested elements: the locations and numbers of Buildings proposed, Infrastructure, land uses and parcelization, height and bulk limits, including the maximum density, intensity and gross

square footages, permitted uses, provisions for open space, vehicular access and parking (collectively, the "**Vested Elements**"; provided the Existing Uses on the Project Site shall also be included as Vested Elements). The Vested Elements are subject to and shall be governed by Applicable Standards. The expiration of any building permit or Approval shall not limit the Vested Elements, and Developer shall have the right to seek and obtain subsequent building permits or approvals, including Later Approvals, at any time during the Term, any of which shall be governed by Applicable Standards.

Section 5.2 Existing Standards. The City shall process, consider, and review all Later Approvals in accordance with (i) the Approvals, (ii) the General Plan, (iii) the Municipal Code (including the Subdivision Code), and all other applicable City policies, rules, and regulations, as each of the foregoing is in effect on the Effective Date (collectively, "**Existing Standards**"), as the same may be amended or updated in accordance with permitted New City Laws as set forth in Section 5.7, (iv) California and federal law, as applicable, and (v) this Agreement, including the Plan Documents (collectively, "**Applicable Standards**"). The Enacting Ordinance contains express waivers and amendments to Chapter 56 consistent with this Agreement.

Section 5.3 Waiver of Subdivision and Public Works Codes. Nothing in this Agreement, including the Infrastructure Plan, constitutes an implied waiver or implied exemption of the Subdivision Code or the Public Works Code. The City acknowledges that the Project as shown in the Infrastructure Plan obviously requires certain exceptions from the Subdivision Regulations listed in Exhibit Y, some of which are required to effectuate the Better Streets Plan. The City (including Public Works) agrees to grant any waivers or exceptions listed in Exhibit Y. For any waiver or exemption not listed in Exhibit Y, Developer shall comply with the City's existing processes to seek any necessary waivers or exemptions. The City's failure to enforce any part of the Subdivision Code or Public Works Code shall not be deemed a waiver of its right to do so thereafter, but it shall not override the Approvals standards set forth in Sections 3.2.6, 5.2, 5.4, and 5.5.

Section 5.4 Criteria for Later Approvals. Developer shall be responsible for obtaining all Later Approvals required to Commence Construction of any Building, Infrastructure or Parks and Open Spaces before Commencing Construction thereof. The City, in granting the Approvals and vesting the Project through this Agreement, is limiting its future discretion with respect to Later Approvals to the extent that they are consistent with the Approvals and the Plan Documents. The City shall not disapprove applications for Later Approvals or require any revisions to such applications based upon an item or element that conforms to and/or is consistent with the Approvals and the Plan Documents, or impose requirements or conditions that are inconsistent or conflict with the Plan Documents or the Approvals, and shall consider all such applications in accordance with its customary practices (but subject to the requirements of this Agreement). The City may subject a Later Approval to any condition that is necessary to bring the Later Approval into compliance with the Applicable Standards. For any part of a Later Approval request that has not been previously reviewed or considered by the applicable City Agency (such as additional details or plans), the City Agency shall exercise its discretion consistent with the Applicable Standards and otherwise in accordance with City's customary practice (but subject to the requirements of this Agreement). Nothing in this Agreement shall preclude the City from applying New City Laws for any development not within the definition of the "Project" under this Agreement.

Section 5.5 Building Code Compliance.

5.5.1 City-Wide Building Codes. Except as otherwise provided herein, when considering any application for a Later Approval, the City or the applicable City Agency shall apply the applicable provisions, requirements, rules, or regulations (including any applicable exceptions) that are contained in the San Francisco Building Codes, including the Public Works Code, Subdivision Code, Mechanical Code, Electrical Code, Green Building Code, Housing Code, Plumbing Code, Fire Code, Port Code or other uniform construction codes applicable on a City-Wide basis. And provided further, that any structures on private or non-private Port lands with the Port's jurisdiction boundary are to be permitted by other City agencies and not the Port.

5.5.2 Applicability of Utility Infrastructure Standards. Nothing in this Agreement will preclude the City Agencies from applying then-current standards and New City Laws for Utility Infrastructure for each Later Approval if: (i) the standards for Utility Infrastructure as applied, City-Wide, are compatible with, and would not require a material modification to previously approved plans for the work (*e.g.*, changes that would involve the redesign of plans or documents that were previously approved), and (ii) the deviations are compatible with, and would not require any retrofit, material modification (including construction of new supplementary systems or improvements), removal, reconstruction or redesign of what was previously built as part of the Project. If Developer claims that the City's request for changes to design or construction documents violates the preceding sentence, it will submit to the City reasonable documentation to substantiate its claim, including bids, cost estimates, or other supporting documentation. The Parties agree to meet and confer for a period of not less than thirty (30) days to resolve any dispute regarding application of this Section. If the Parties do not agree following the meet and confer period, Developer may seek judicial relief for any City violation of the limitations imposed by this Section.

Section 5.6 Denial of a Later Approval. If the City denies any application for a Later Approval, the City must specify in writing the reasons for such denial and shall suggest modifications required for approval of the application. Any such specified modifications shall be consistent with Applicable Standards, and City staff shall approve the application if it is subsequently resubmitted for City review and corrects or mitigates, to the City's reasonable satisfaction, the stated reasons for the earlier denial in a manner that is consistent and compliant with Applicable Standards and does not include new or additional information or materials that give the City a reason to object to the application under the standards set forth in this Agreement.

Section 5.7 New City Laws. All future changes to Existing Standards and any other Laws, plans or policies adopted by the City or adopted by voter initiative after the Reference Date ("**New City Laws**") shall apply to the Project and the Project Site except to the extent they conflict with this Agreement or the Approvals. In the event of such a conflict, the terms of this Agreement and the Approvals shall prevail, subject to the terms of Section 5.9. All references to any part of the Municipal Code in this Agreement shall mean that part of the Municipal Code (including the Administrative Code) in effect on the Reference Date, with such changes and updates as are adopted from time to time, except to the extent they conflict with this Agreement or the Approvals as set forth in Section 5.7.1.

5.7.1 Conflicts. New City Laws shall be deemed to conflict with this Agreement and the Approvals if they:

(a) limit or reduce the density or intensity of the Project, or any part thereof, or otherwise require any reduction in the square footage or number of proposed Buildings (including the number of residential dwelling units) or change the location of proposed Buildings or change or reduce other improvements from those permitted under the Approvals or the Plan Documents;

(b) limit or reduce the height or bulk of the Project, or any part thereof, or otherwise require any reduction in the height or bulk of individual Buildings or other improvements from those permitted under the Approvals or the Plan Documents;

(c) limit, reduce or change the amounts of parking and loading spaces or location of vehicular access, parking or loading from those permitted under the Approvals or the Plan Documents, except as provided in the Transportation Plan;

(d) limit any land uses for the Project from those permitted under the Approvals, the Plan Documents or the Existing Uses;

(e) limit, control or delay in more than an insignificant manner the rate, timing, phasing, or sequencing of the approval, development, or construction of all or any part of the Project, including the demolition of existing buildings at the Project Site, except as expressly set forth in this Agreement;

(f) require the issuance of permits or approvals by the City other than those required under the Existing Standards, except for (i) permits or approvals required on a City-Wide basis that relate to construction of improvements and do not prevent construction of the applicable aspects of the Project that would be subject to such permits or approvals as and when intended by this Agreement, and (ii) permits that replace (but don't expand the scope or purpose of) existing permits;

(g) materially limit the availability of public utilities, services or facilities, or any privileges or rights to public utilities, services, or facilities for the Project; not including the City's ability to implement water rationing standards to implement other sustainability measures, including, but not limited to, requirements for all electric power for buildings within the Project;

(h) control commercial or residential rents or purchase prices charged within the Project or on the Project Site, except as such imposition is expressly required by this Agreement;

(i) materially and adversely limit the processing or procuring of applications and approvals of Later Approvals that are consistent with Approvals;

(j) increase the percentage of required affordable or BMR Units, change the AMI percentage levels for the affordable housing pricing or income eligibility, change the requirements regarding unit size, finishes, or unit type, control or limit home

owner association or common area dues or amenity charges, or increase the amount or change the configuration of required open space;

(k) impose new or modified Impact Fees and Exactions other than as permitted under 5.8;

(l) require modifications to existing or proposed Infrastructure, except to the extent not precluded under Section 5.5.2.

(m) alter the definition of Gross Floor Area.

(n) impose requirements for the historic preservation or rehabilitation of Buildings or landscapes other than those contained in the Design for Development as of the Effective Date.

5.7.2 Subdivision. Developer shall have the right, from time to time and at any time, to file Subdivision Map applications (including phased final map applications and development-specific condominium map or plan applications) with respect to some or all of the Project Site, and shall subdivide, reconfigure, or merge parcels within the Project Site as required to Complete any portion of the Project before Commencing Construction of such portion. The specific boundaries of parcels shall be set by Developer and approved by the City during the subdivision process. Nothing in this Agreement shall authorize Developer to subdivide or use any of the Project Site for purposes of sale, lease, or financing in any manner that conflicts with the Subdivision Map Act or with the Subdivision Code. Nothing in this Agreement shall prevent the City from enacting or adopting changes in the methods and procedures for processing subdivision and parcel maps so long as such changes do not conflict with the Applicable Standards.

5.7.3 Developer Election of New City Law. Developer may elect to have a New City Law that conflicts with this Agreement applied to the Project (or any portion thereof) or the Project Site (or any portion thereof) by giving the City written notice of its election to have such New City Law applied, in which case such New City Law shall be deemed to be an Existing Standard as to the Project (or portion thereof) or the Project Site (or portion thereof), as applicable, as of the date of such election; provided, however, that if the application of the New City Law would be a Material Change to the City's obligations under this Agreement, the application of the New City Law shall require the concurrence of any affected City Agencies; provided, however, that the Developer may not elect to have a New City law applied to the Project if the application of the New City Law would result in a reduction in the Associated Community Benefits.

5.7.4 Designation of Additional Inclusionary Units. Notwithstanding any other provision of the Housing Plan or this Agreement, Developer shall have the right to restrict the rental or sales price of a Residential Unit to an amount that qualifies as a below market rate unit under the Project SUD (an "**Additional BMR Unit**"), or to pay the Affordable Housing Fee as defined by Planning Code section 415 *et seq.* For purposes of clarity, any Additional BMR Units shall not be included in the calculation of the final Affordable Percentage and accordingly will be in addition to the affordable housing requirements of this Agreement. To the extent that New City Laws do not conflict with this Agreement or Developer elects to have a New City Law that conflicts with this Agreement applied to the Project, and such New City Law requires Developer

to provide a certain number of dwelling units that are restricted to certain rental amounts or sales prices or to pay the Affordable Housing Fee or another amount in order to obtain a benefit from or otherwise satisfy a condition of such New City Law (e.g., to obtain a land use entitlement or other Approval to construct all or a portion of the office or other improvements of the Project) (a "**New Proportionality Requirement**"), then Developer may elect to satisfy such New Proportionality Requirement by paying such amounts or providing additional affordable housing units than required under this Development Agreement, and, to the extent required by such New Proportionality Requirement, upon such election the New Proportionality Requirement shall be deemed a requirement of the Development Agreement.

Section 5.8 Impact Fees and Exactions.

5.8.1 Generally. The Project shall only be subject to the Processing Fees and Impact Fees and Exactions as set forth in this Section 5.8, and the City shall not impose any new Processing Fees or Impact Fees and Exactions on the Project or impose new fees or exactions for the right to develop the Project (including required contributions of land, public amenities, or services). The Parties acknowledge that the provisions contained in this Section 5.8 are intended to implement the intent of the Parties that Developer shall have the right to develop the Project pursuant to specified and known criteria and rules, and that the City shall receive the benefits which will be conferred as a result of such development without abridging the right of the City to act in accordance with its powers, duties, and obligations, except as specifically provided in this Agreement.

5.8.2 Impact Fees and Exactions. The only Impact Fees and Exactions that will apply to the Project shall be the Impact Fees and Exactions listed on Exhibit P (the "**Applicable Impacts Fees and Exactions**"), and (2) the rates of the Applicable Impact Fees and Exactions as applied shall be subject to annual escalation in accordance with the methodology currently (as of the Reference Date) provided in Planning Code Section 409, applied from the Effective Date to the date that the Applicable Impact Fee and Exaction is paid. The City shall assess Impact Fees and Exactions only against the net new Gross Floor Area for each use at the Project Site.

5.8.3 Processing Fees. Developer shall pay all Processing Fees in effect, on a City-Wide basis, at the time that Developer applies for a Later Approval for which such Processing Fee is payable in connection with the applicable part of the Project.

Section 5.9 Changes in Federal or State Laws.

5.9.1 City's Exceptions. Notwithstanding any provision in this Agreement to the contrary, each City Agency having jurisdiction over the Project shall exercise its discretion under this Agreement in a manner that is consistent with the public health and safety and shall at all times retain its respective authority to take any action that is necessary to protect the physical health and safety of the public (the "**Public Health and Safety Exception**") or reasonably calculated and narrowly drawn to comply with applicable changes in Federal or State Law affecting the physical environment (the "**Federal or State Law Exception**"), including the authority to condition or deny a Later Approval or to adopt a New City Law applicable to the Project so long as such condition or denial or new regulation (i)(a) is limited solely to addressing a specific and identifiable issue in each case required to protect the physical health and safety of the public, or (b) is required

to comply with such changes in Federal or State Law, and in each case not for independent discretionary policy reasons that are inconsistent with the Approvals or this Agreement, and (ii) is applicable on a City-Wide basis to the same or similarly situated uses and applied in an equitable and non-discriminatory manner. Developer retains the right to dispute any City reliance on the Public Health and Safety Exception or the Federal or State Law Exception. If the Parties are not able to reach agreement on such dispute following a reasonable meet and confer period, then Developer or City may seek judicial relief with respect to the matter.

5.9.2 Changes in Federal or State Laws. If Federal or State Laws issued, enacted, promulgated, adopted, passed, approved, made, implemented, amended or interpreted after the Reference Date have gone into effect and (i) preclude or prevent compliance with one or more provisions of the Approvals or this Agreement, or (ii) materially and adversely affect Developer's or the City's rights, benefits, or obligations under this Agreement, then such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such Federal or State Law. In such event, this Agreement shall be modified only to the extent necessary or required to comply with such Law, subject to the provisions of Section 5.8.4, as applicable.

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

5.9.4 Effect on Agreement. If any of the modifications, amendments or additions described in this Section 5.9 would materially and adversely affect the construction, development, use, operation, or occupancy of the Project as contemplated by the Approvals, or any material portion thereof, such that the Project, or the applicable portion thereof becomes economically infeasible (a "**Law Adverse to Developer**"), then Developer shall notify the City and propose amendments or solutions that would maintain the benefit of the bargain (that is this Agreement) for both Parties. If any of the modifications, amendments or additions described in this Section 5.9 would materially and adversely affect or limit the Associated Community Benefits (a "**Law Adverse to the City**"), then the City shall notify Developer and propose amendments or solutions that would maintain the benefit of the bargain (that is this Agreement) for both Parties. Upon receipt of a notice under this Section 5.9.4, the Parties agree to meet and confer in good faith for a period of not less than sixty (60) days in an attempt to resolve the issue. If the Parties cannot resolve the issue in sixty (60) days or such longer period as may be agreed to by the Parties, then the Parties shall mutually select a mediator at JAMS in San Francisco for nonbinding mediation for a period of not less than thirty (30) days. If the Parties remain unable to resolve the issue following such mediation, then either Party shall have the right to seek available remedies at law or in equity to maintain the benefit of the bargain or alternatively to terminate this Agreement if the benefit of the bargain cannot be maintained in light of the Law Adverse to Developer or Law Adverse to the City.

Section 5.10 No Action to Impede Approvals. Except and only as required under Section 5.8, the City shall take no action under this Agreement nor impose any condition on the Project that would conflict with this Agreement or the Approvals. An action taken or condition imposed shall be deemed to be in conflict with this Agreement or the Approvals if such actions or conditions result in the occurrence of one or more of the circumstances identified in Section 5.7.1.

Section 5.11 Estoppel Certificates. Developer may, at any time, and from time to time, deliver notice to the Planning Director requesting that the Planning Director certify to Developer, a potential Transferee, a Mortgagee or a potential Mortgagee, in writing that to the best of the Planning Director's knowledge: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended or modified, and if so amended or modified, identifying the amendments or modifications and stating their date and providing a copy or referring to the recording information; (iii) Developer is not in breach of the performance of its obligations under this Agreement, or if in breach, describing the nature and amount of any such breach; and (iv) the findings of the City with respect to the most recent annual review performed pursuant to Section 8.1. The Planning Director, acting on behalf of the City, shall execute and return such certificate within forty-five (45) days following receipt of the request.

Section 5.12 Existing, Continuing Uses and Interim Uses. The Parties acknowledge that the Existing Uses are lawfully authorized uses and may continue as such uses may be modified by the Project, provided that any modification thereof not a component of or contemplated by the Project is subject to Planning Code Section 178 and the applicable provisions of Article 5. Developer may install interim or temporary uses on the Project Site, which uses must be consistent with those uses allowed under the Project's zoning and the Project SUD.

Section 5.13 Costa-Hawkins Rental Housing Act.

5.13.1 Non-Applicability of Costa-Hawkins Act to BMR Units. Chapter 4.3 of the California Government Code directs public agencies to grant concessions and incentives to private developers for the production of housing for lower income households. The Costa-Hawkins Rental Housing Act, California Civil Code sections 1954.50 et seq. (the "**Costa-Hawkins Act**") and Administrative Code section 37.2(r)(5) provide for no limitations on the establishment of the initial and all subsequent rental rates for a dwelling unit that meets the definition of new construction, with exceptions, including an exception for dwelling units constructed pursuant to a contract with a public agency in consideration for a direct financial contribution or any other form of assistance specified in Chapter 4.3 of the California Government Code (section 1954.52(b)). Based upon the language of the Costa-Hawkins Act and the terms of this Agreement, the Parties agree that the Costa-Hawkins Act and section 37.2(r)(5) do not and in no way shall limit or otherwise affect the restriction of rental charges for the BMR Units. This Agreement falls within the express exception to the Costa-Hawkins Act, Section 1954.52(b) because this Agreement is a contract with a public entity in consideration for contributions and other forms of assistance specified in Chapter 4.3 (commencing with Section 65919 of Division 1 of Title 7 of the California Government Code). The City and Developer would not be willing to enter into this Agreement without the understanding and agreement that Costa-Hawkins Act provisions set forth in California Civil Code section 1954.52(a) do not apply to the BMR Units as a result of the exemption set forth in California Civil Code section 1954.52(b) for the reasons set forth in this Section 5.14.

5.13.2 General Waiver Regarding BMR Units. Developer, on behalf of itself and all of its successors and assigns of all or any portion of the Project Site, agrees not to challenge and expressly waives, now and forever, any and all rights to challenge the requirements of this Agreement related to the establishment of the BMR Units under the Costa-Hawkins Act or section 37.2(r)(5) (as they may be amended or supplanted from time to time). If and to the extent such general covenants and waivers are not enforceable under Law, the Parties acknowledge that they are important elements of the consideration for this Agreement and the Parties should not have the benefits of this Agreement without the burdens of this Agreement. Accordingly, if Developer challenges the application of this covenant and waiver, then such breach will be a Default and City shall have the right to terminate this Agreement as to the portion of the Project under the ownership or control of Developer.

5.13.3 Inclusion in All Assignment and Assumption Agreements and Recorded Restrictions. Developer shall include the provisions of Section 5.13.1 in any and all Assignment and Assumption Agreements for any portions of the Project Site that include or will include BMR Units.

Section 5.14 Taxes. Nothing in this Agreement limits the City's ability to impose new or increased taxes or special assessments, or any equivalent or substitute tax or assessment, provided (i) the City shall not institute or initiate proceedings for any new or increased special tax or special assessment for a land-secured financing district (excluding the Project Special Taxes under the CFD Act contemplated by this Agreement and excluding business improvement districts or community benefit districts formed by a vote of the affected property owners) that includes the Project Site unless the new district is City-Wide, or Developer gives its prior written consent to or requests such proceedings, (ii) Developer and the City shall not take any other action that is inconsistent with the Financing Plan without the other Party's consent, and (iii) no such tax or assessment shall be targeted or directed at the Project, including, without limitation, any tax or assessment targeted or directed solely at all or any part of the Project Site. Nothing in the foregoing prevents the City from imposing any tax or assessment against the Project Site, or any portion thereof, that is enacted in accordance with Law and applies to all similarly-situated property on a City-Wide basis.

ARTICLE 6
NO DEVELOPMENT OBLIGATION

Section 6.1 No Development Obligation. There is no requirement that Developer initiate or complete development of the Project, or that Developer do so within any period of time or in any particular order, all subject to the requirement to provide the Associated Community Benefits in accordance with this Agreement if Developer elects to Commence Construction and pursue to Completion a particular portion of the Project to which such Associated Community Benefit is tied. The development of the Project is subject to numerous factors that are not within the control of Developer or the City, including the Development Considerations. Except as expressly required by this Agreement, the City acknowledges that Developer may develop the Project in such order and at such rate and times as Developer deems appropriate within the exercise of its sole and subjective business judgment. In *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), the California Supreme Court ruled that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing

of development and controlling the parties' agreement. It is the intent of the Parties to avoid such a result by acknowledging and providing for the timing of development of the Project in the manner set forth herein. Accordingly, the Parties agree that except for the construction phasing required by Section 3.2, the requirement to provide the Associated Community Benefits in accordance with this Agreement if Developer elects to Commence Construction and pursue to Completion a particular portion of the Project to which such Associated Community Benefit is tied, the Mitigation Measures and any express construction dates set forth in a Later Approval, (i) Developer shall have the right to develop the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of its sole and subjective business judgment, and (ii) such right is consistent with the intent, purpose and understanding of the Parties, and that without such right, Developer's development of the Project would be subject to the uncertainties sought to be avoided by the Development Agreement Statute, Chapter 56 and this Agreement; provided, however, this Affordable Housing Plan requires that Phase 1 include affordable units built on-site, either by construction of Inclusionary Units or by 100% Affordable Units located on the Project Site. Notwithstanding the foregoing, the City retains authority to reject any Developer request for temporary or interim Public Improvements or deferral of the construction of the permanent Public Improvements and can require permanent Public Improvements with each Development Phase. Additionally, there are certain obligations under the Port Lease that allow for termination of the Port Lease if certain conditions are not met.

Section 6.2 Real Estate Transfers. Developer shall transfer certain real property to the City as generally shown on Exhibit Q. The City shall also have the right to accept from Developer temporary or permanent easements, as needed, in a form approved by the applicable City Agency and the City Attorney, for utility lines to be owned by the City. In addition, upon completion of the Public Improvements on Developer-owned property that will be owned, maintained and operated by the City, Developer shall transfer fee title to the underlying real property to the City when required under the applicable Public Improvement Agreement. The City shall accept such transfers, subject to this Section 6.2. Developer shall prepare all maps and legal descriptions as required to effectuate the proposed real estate transfers subject to the approval of the Director of Property (and, where applicable, the Public Works Director), which shall not be unreasonably withheld, conditioned or delayed. Following satisfaction of all conditions to closing, including the vacation and abandonment of any public rights and the relocation of any utilities in such real property, the City shall convey any real property to Developer, by quitclaim deed in the form attached as Exhibit T and Developer shall convey any real property to the City by grant deed in the form attached as Exhibit S. Except as otherwise provided herein, Developer shall accept any City property strictly in its "as is" condition, without representation or warranty and releases the City from any liability relating to the condition of the Property. Each Party shall have the right to perform physical, title, and other customary due diligence before accepting title to transferred land and shall have the right to object to the condition of the property, including the environmental condition, in its sole discretion. It shall be a condition precedent to the City's acceptance of any real property hereunder that the City obtain title insurance, at Developer's sole cost, in form and from an issuer reasonably acceptable to the City in the amount of the fair market value of the land. Developer shall have the right, but not the obligation, to obtain title insurance for the real property that it accepts at Developer's sole cost. If the accepting Party objects to the condition of the real property, including any title exceptions, then the Parties shall meet and confer for a period of thirty (30) days, or such longer period as may be agreed to by the Parties, to try to reach a reasonable resolution. It is the Parties' intent that Developer shall pay all reasonable costs of remedying any

objectionable property condition. If the Parties are not able to reach resolution, then neither Party shall be required to complete the real property transfer. As consideration for Developer transferring fee title to the streets within the Project Site to the City, the City shall issue to Developer, free of charge, Major Encroachment Permits for any historic buildings on the Project Site that are retained by the Project and that encroach into such City-owned streets, and Major Encroachment Permits for telecommunications, greywater, non-potable water system and/or other utilities or improvements to be owned and maintained by Developer and/or any of its successors or assigns and located within such City-owned streets. For the avoidance of doubt, no Assignment and Assumption Agreement shall be required for the conveyance of any real property in the Project Site to the City and upon such conveyance this Agreement shall automatically terminate with respect to such property.

ARTICLE 7
MUTUAL OBLIGATIONS

Section 7.1 Notice of Completion or Termination. Within thirty (30) days after any termination of this Agreement in whole or in part in accordance with the terms hereof (as to all or any part of the Project Site, including in the event that a portion of the Project Site is required for a Utility Yard), the Parties agree to execute and deliver to one another a written statement acknowledging such termination in the form of Notice of Termination attached as Exhibit U, signed by the appropriate agents of the City and Developer, and record such instrument in the Official Records. In addition, within thirty (30) days after Developer's request, when one or more Development Phases (or any Building, Infrastructure, Parks or Open Space, Privately-Owned Community Improvements or Public Improvement within any Development Phase) and all of the Associated Community Benefits tied to such Development Phases (or component thereof) have been Completed, the City shall execute and deliver to Developer a written statement acknowledging such Completion in the form of Notice of Completion attached as Exhibit V and record such instrument in the Official Records. Following the recordation of any such instrument, the City shall provide a conformed copy thereof to Developer and any applicable Mortgagee.

Section 7.2 General Cooperation. The Parties agree to cooperate with one another and use diligent efforts to expeditiously implement the Project in accordance with the Approvals and this Agreement, and to undertake and complete all actions or proceedings reasonably necessary or appropriate to ensure that the objectives of this Agreement and the Approvals are implemented and to execute, with acknowledgment or affidavit if required, any and all documents and writings that may be necessary or proper to achieve the objectives of this Agreement and the Approvals. Except for ordinary administrative costs of the City and as otherwise expressly set forth herein, nothing in this Agreement obligates the City to spend any sums of money or incur any costs other than City Costs or costs that Developer reimburses through the payment of Processing Fees.

7.2.1 Specific Actions by the City. Except as otherwise expressly set forth herein, references to the City are, and shall be deemed, references to the City acting by and through the Planning Director (or when required by the Applicable Standards, the affected City Agencies or the Board of Supervisors). The City actions and proceedings subject to this Agreement shall be through the Planning Department (and when required by Applicable Standards, affected City Agencies or the Board of Supervisors), and shall include instituting and completing proceedings for temporary or permanent closing, occupancy, widening, modifying or changing the grades of

streets and other necessary modifications of the streets, the street layout and other public or private rights-of-way, including streetscape improvements, encroachment permits, improvement permits and any requirement to abandon, remove and relocate public utilities (and, when applicable, City utilities) as identified in the Approvals.

7.2.2 Role of Planning Department and Public Works. The Parties agree that the Planning Department will act as the City's lead agency to facilitate coordinated City review of applications for Later Approvals relating to development of the Project on the Developer Property and that Public Works will act as the City's lead agency, in coordination with the Port, and consistent with Exhibit Z, (i) to facilitate coordinated City review of applications for Later Approvals relating to improvements on the current right of way, future right of way and facility easements and (ii) for all actions subject to the Subdivision Map Act. As such, the City shall cause the Planning Department and Public Works to, as applicable: (a) work with Developer to ensure that all such applications are technically sufficient and constitute complete applications; and (b) interface with City Agency staff responsible for reviewing any application under this Agreement to ensure that City Agency review of such applications are concurrent and that the approval process is expeditious, efficient and orderly and avoids redundancies, all in accordance with this Agreement.

7.2.3 City Agencies' Processing Responsibilities.

(a) Review of Applications. Developer will submit each application for Later Approvals, including Design Review Applications (including those for Parks and Open Spaces) and applications for the design and construction of Public Improvements, to the applicable lead City Agencies. Each City Agency, including the Port, RPD, PUC, SFMTA, SFFD, Public Works and MOHCD, shall process expeditiously and with due diligence all submissions, applications and requests by Developer for Later Approvals, including all permits, approvals, agreements, plans and other actions that are necessary to implement the Project. Each City Agency shall review submissions, applications and requests made to it by Developer for consistency with the Applicable Standards, and shall use diligent efforts to coordinate with any other applicable City Agency and shall determine completeness expeditiously following (and in any event within thirty (30) days of), and shall provide all comments and make recommendations to Developer expeditiously following (and in any event within sixty (60) days of), the City Agency's receipt of the complete application. If the City Agency disapproves a submission, application or request and Developer subsequently resubmits such submission, application or request, the City Agency shall have an additional thirty (30) days for review from receipt of the resubmittal (which period shall include consultation with other City Agencies to the extent requested by the City Agency), provided that the City Agencies shall endeavor not to include any new comments or recommendations to the resubmittal except to the extent arising from matters in the resubmittal not contained in the original submission, application or request. This procedure shall continue until the City Agency approves the submission, application or request. Without limiting the foregoing, the City agrees to use good faith efforts to process all Later Approvals in accordance with the time limits set forth in the Mayor's Directive.

(b) Requirements for Processing Applications. In considering any application, the City Agencies (i) shall not impose requirements or conditions that are inconsistent or conflict with the Plan Documents or the terms and conditions of any of the Approvals, and (ii) shall not disapprove such application or require any revisions to such application based upon an item or element that conforms to and/or is consistent with the Plan Documents and the Approvals. Any City Agency denial of an application shall include a statement of the reasons for such denial. Developer will work collaboratively with the City Agencies to ensure that such application is discussed as early in the review process as possible and that Developer and the City Agencies act in concert with respect to these matters.

Section 7.3 Permits to Enter City Property. Subject to the rights of any third party, the rights of the public and the City's reasonable agreement on the scope of the proposed work and insurance and security requirements, the City, acting through the Director of Property, the General Manager of the SFPUC, or other applicable City official, shall grant to Developer permits to enter City-owned property under their respective jurisdiction, substantially in the form attached as Exhibit V including, without limitation, provisions regarding release, waivers, and indemnification in keeping with the City's standard practices, so long as the same is consistent with Applicable Standards, and otherwise on commercially reasonable terms, in order to permit Developer to enter City-owned property as necessary to construct the Project or comply with or implement the Approvals or other requirements in this Agreement.

Section 7.4 Other Necessary Acts. Each Party shall use good faith efforts to take such further actions as may be reasonably necessary to carry out this Agreement and the Approvals in accordance with the terms of this Agreement (and subject to all Laws) in order to provide and secure to each Party the full and complete enjoyment of its rights and privileges hereunder. In their course of performance under this Agreement, the Parties shall cooperate and shall undertake such actions as may be reasonably necessary to implement the Project as contemplated by this Agreement, including such actions as may be necessary to satisfy or effectuate any applicable conditions precedent to the performance of the Associated Community Benefits.

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.

ARTICLE 8
PERIODIC REVIEW OF DEVELOPER'S COMPLIANCE

Section 8.1 Annual Review. Pursuant to Section 65865.1 of the Development Agreement Statute and Section 56.17 of the Administrative Code, in each case as of the Reference Date, at the beginning of the second week of each January following the Effective Date and until the Project is Complete (or earlier expiration or termination of this Agreement in accordance herewith) (the "**Annual Review Date**"), the Planning Director shall commence a review to ascertain whether Developer has, in good faith, complied with the Agreement. The City's failure to initiate the annual review shall not be a Default and shall not be deemed to be a waiver of any right to do so at the next Annual Review Date. The Planning Director may elect to forgo an annual review if no significant construction work occurred on the Project Site during that year, or if such review is otherwise not deemed necessary. Such election shall be provided in writing to Developer at Developer's request.

Section 8.2 Review Procedure. In conducting annual reviews of Developer's compliance with this Agreement as described in Section 8.1, the Planning Director shall follow the process set forth in this Section 8.2.

8.2.1 Required Information from Developer. Within sixty (60) days following request by the Planning Director, Developer shall provide a letter to the Planning Director explaining, with reasonably appropriate backup documentation, Developer's compliance with this Agreement for the preceding year, including compliance with the requirements regarding Associated Community Benefits. The Planning Director shall post a copy of Developer's submittals on the Planning Department's website.

8.2.2 City Report. Within forty (40) days after Developer submits such letter, the Planning Director shall review the information submitted by Developer and all other available evidence regarding Developer's compliance with this Agreement and shall consult with applicable City Agencies as appropriate. All such available evidence, including final staff reports, shall, upon receipt by the City, be made available as soon as possible to Developer. The Planning Director shall notify Developer in writing whether the Planning Director has determined that Developer has complied in good faith with the terms of this Agreement (the "**City Report**") and post the City Report on the Planning Department's website. If the Planning Director finds on the basis of substantial evidence that the Developer has not complied in good faith with the terms of this Agreement, then the City may pursue available rights and remedies in accordance with this Agreement and Chapter 56. All costs reasonably incurred by the City in accordance with this Section 8.2 shall be included in the City Costs, subject to the terms of this Agreement.

8.2.3 Effect on Multiple Developers. If Developer is more than one Person (e.g., if a Transfer has occurred following the Reference Date), then the annual review hereunder shall be conducted separately with respect to each Person that is Developer. If Developer of the Infrastructure and Parks and Open Space within a Development Phase is more than one Person, then such Persons shall jointly submit the materials required by this Article 8 and the City review process shall be bundled and proceed as one with respect to such Persons. Notwithstanding the foregoing, the Planning Commission, the Planning Director and the Board of Supervisors shall each make its determinations and take its actions separately with respect to each Developer

pursuant to Chapter 56. If the Planning Commission, the Planning Director or the Board of Supervisors terminates or modifies this Agreement or takes such other actions as may be specified in Chapter 56 or this Agreement in connection with a determination that any Person that is Developer has not complied with the terms and conditions of this Agreement, such action shall be effective only as to such Person. In other words, even when the review process is bundled for more than one Person that is Developer as provided above, any action in connection with a determination of noncompliance or Default shall be made only against the noncompliant or Defaulting Party.

8.2.4 Default. The rights and powers of the City under Section 8.2 are in addition to, and shall not limit, the rights of the City to terminate or take other action permitted under this Agreement on account of a Default by Developer.

ARTICLE 9
ENFORCEMENT OF AGREEMENT; DEFAULT; REMEDIES

Section 9.1 Enforcement; Third Party Beneficiaries. As of the Reference Date, the only Parties to this Agreement are the City and the original Developer named in the preamble. Except as expressly set forth in this Agreement (for successors, Transferees and Mortgagees), this Agreement is not intended, and shall not be construed, to benefit or be enforceable by any Person whatsoever other than Developer and the City, and there are otherwise no third-party beneficiaries to this Agreement.

Section 9.2 Meet and Confer Process; Non-Binding Mediation. Before sending a notice of default in accordance with Section 9.3, a Party shall first attempt to meet and confer with the other Party to discuss such other Party's alleged failure to perform or fulfill its obligations under this Agreement and shall permit such other Party a reasonable period, but not less than ten (10) Business Days, to respond to or cure such alleged failure. If the Parties cannot resolve the issue in ten (10) Business Days, or such longer period as may be agreed to by the Parties, then the Parties shall mutually select a mediator at JAMS in the City for nonbinding mediation for a period of not less than thirty (30) days. The meet and confer and non-binding mediation process shall not be required (i) for any failure to pay amounts due and owing under this Agreement or (ii) if a delay in sending a notice pursuant to Section 9.3 would impair, prejudice or otherwise adversely affect a Party or its rights under this Agreement. The Party asserting such failure shall request that such meeting and conference occur within three (3) Business Days following the request and if, despite the good faith efforts of the requesting Party, such meeting has not occurred within seven (7) Business Days of such request, then the requesting Party shall be deemed to have satisfied the requirements of this Section 9.2 and may proceed in accordance with the issuance of a notice of default in accordance with Section 9.3.

Section 9.3 Default. The following shall constitute a "**Default**" under this Agreement: (i) the failure to make any payment hereunder when due and such failure continues for more than sixty (60) days following delivery of notice that such payment was not made when due and demand for compliance; and (ii) the failure to perform or fulfill any other material term, provision, obligation or covenant of this Agreement when required and such failure continues for more than sixty (60) days following notice of such failure and demand for compliance. Notwithstanding the foregoing, if a failure can be cured but the cure cannot reasonably be completed within sixty (60)

days, then it shall not be considered a Default if a cure is commenced within such sixty (60) day period and diligently prosecuted to completion thereafter. Any such notice given by a Party shall specify the nature of the alleged failure and, where appropriate, the manner in which such failure satisfactorily may be cured. If before the end of the applicable cure period the failure that was the subject of such notice has been cured to the reasonable satisfaction of the Party that delivered such notice, such Party shall issue a written acknowledgement to the other Party of the cure of such failure. Notwithstanding any other provision in this Agreement to the contrary, if Developer is more than one Person (e.g., if a Transfer has occurred following the Reference Date), then (i) there shall be no cross-default between such Persons and (ii) the City shall only be deemed to have delivered notice of failure under this Section 9.3 if the City delivers such notice in accordance herewith to the Developer that the City alleges has committed such failure. Accordingly, if any Person that is Developer is a Defaulting Party, no other Person that is Developer shall automatically also be a Defaulting Party.

Section 9.4 Remedies.

9.4.1 Specific Performance. Subject to, and as limited by, the provisions of Sections 9.4.3, 9.4.4, and 9.5, in the event of a Default, the remedies available to a Party shall include specific performance of this Agreement in addition to any other remedy available at law or in equity.

9.4.2 Termination. Subject to the limitation set forth in Section 9.4.4, in the event of a Default, the non-Defaulting Party may elect to terminate this Agreement by sending a notice of termination to the Defaulting Party, which notice of termination shall describe in reasonable detail the Default. Any such termination shall be effective upon the date set forth in the notice of termination, which shall in no event be earlier than ninety (90) days following delivery of the notice. Any termination initiated by the City shall require a public hearing at the Board of Supervisors regarding such Default and proposed termination and approval thereof by the Board of Supervisors prior to the effectiveness of such termination. There are limitations on cross-defaults under this Agreement, and therefore if Developer is more than one Person (e.g., if a Transfer has occurred following the Reference Date), then any termination of this Agreement for Default will be limited to the Person that is Developer that sent or received the termination notice, together with its Affiliates (excluding any Affiliate that is Developer of a Vertical Improvement); provided, the foregoing will not limit the City's right to withhold certificates of occupancy in accordance with Section 9.4.5. The Party receiving the notice of termination may take legal action available at law or in equity if it believes the other Party's decision to terminate was not legally supportable.

9.4.3 Limited Damages. The Parties have determined that except as set forth in this Section 9.4.3, (i) monetary damages are generally inappropriate, (ii) it would be extremely difficult and impractical to fix or determine the actual damages suffered by a Party as a result of a Default hereunder and (iii) equitable remedies and remedies at law, not including damages but including specific performance and termination, are particularly appropriate remedies for enforcement of this Agreement. Consequently, Developer agrees that the City shall not be liable to Developer for damages under this Agreement, and the City agrees that Developer shall not be liable to the City for damages under this Agreement, and each covenants not to sue the other for or claim any damages under this Agreement and expressly waives its right to recover damages

under this Agreement, except as follows: (a) each Party shall have the right to recover actual damages only (and not consequential, punitive, or special damages, each of which is hereby expressly waived) for the other Party's Default for failure to pay sums to such Party as and when due under this Agreement, but subject to any express conditions for such payment set forth in this Agreement, (b) to the extent a court of competent jurisdiction determines that specific performance is not an available remedy with respect to an unperformed Associated Community Benefit that constitutes a Default, the City shall have the right to monetary damages equal to the costs that the City incurs or will incur to complete the Associated Community Benefit as determined by such court less any amounts available for collection by the City from security held by the City, (c) each Party shall have the right to recover reasonable attorneys' fees and costs as set forth in Section 9.6 and (d) the City shall have the right to recover administrative penalties or liquidated damages if and only to the extent expressly stated in an Exhibit to this Agreement or in the applicable portion of the Municipal Code incorporated into this Agreement. For purposes of the foregoing, (y) the City shall seek monetary damages only from the Defaulting Party and not from any other Developer or Mortgagee and (z) "**actual damages**" means the actual amount due and owing under this Agreement, with interest as provided by Law, together with such judgment collection activities as may be ordered by the judgment, and no additional amounts.

9.4.4 Certain Exclusive Remedies. The exclusive remedy:

(a) for a Default for the failure to Complete Public Improvements for which Construction has Commenced shall be (i) first, an action on Adequate Security to the extent still available, and (ii) thereafter, if the applicable City Agency is unable to recover upon the Adequate Security within a reasonable time (including by causing the obligor under any the Adequate Security to Commence Construction and Complete such Public Improvement), the remedies set forth in Sections 9.4.2 and 9.4.3. The City shall release any unused portion of the Adequate Security following the City's termination under Section 9.4.2; and

(b) for a Default for the failure to pay money shall be a judgment (in mediation or a competent court) to pay such money (with interest as provided by Law), together with such costs of collection as are awarded by the judge or mediator.

9.4.5 Remedy for Failure to Pay and for Failure to Complete Associated Community Benefits. The City shall not be required to process any requests for approval from Developer or take other actions with respect to Developer under this Agreement during any period in which Developer is in Default for failure to pay amounts due to the City hereunder; provided, however, if Developer has conveyed or transferred some but not all of the Project or a party takes title to Foreclosed Property constituting only a portion of the Project, and, therefore, there is more than one party that assumes obligations of "Developer" under this Agreement, then the City shall continue to process requests and take other actions as to the other portions of the Project so long as the applicable Developer as to those portions is not in Default for failure to pay amounts due to the City hereunder. The City shall have the right to withhold a certificate of occupancy: (a) from Developer of a Building if such Developer is in Default of its obligation to complete any Associated Community Benefits that are tied to such Building, (b) from Developer of any Building where such Developer is an Affiliate of any Developer of any Development Phase if such Developer is in Default of the requirements of the Housing Plan, or (c) from Developer of any

Building where such Developer is an Affiliate of any Developer of a Development Phase in which the applicable Developer is in Default of its obligation to complete any Public Improvements or Privately-Owned Community Improvements tied to such Development Phase and/or a Building in such Development Phase. In addition, the City shall have the right to withhold any building or site permits or Certificates of Occupancy for Buildings from the Person that is Developer of a Development Phase (i.e., the "horizontal developer" of such Development Phase) and from its Affiliates that are Developer of any other Development Phase (i.e., the "horizontal developer" of any other Development Phase) if the applicable Developer is in Default of the requirements of the Housing Plan or the applicable Developer is in Default of its obligation to complete any Public Improvements or Privately-Owned Community Improvements tied to any such Development Phase and/or a Building in any such Development Phase. Any such withheld certificate of occupancy or other Later Approval may be withheld only until the obligation has been satisfied or the City, in its sole discretion, determines that any applicable Developer would make significant and sufficient progress toward compliance with the applicable requirement following issuance of such certificate of occupancy or other Later Approval. Nothing herein shall limit the ability of the City to withhold a certificate of occupancy from any Building in accordance with the Applicable Standards for failure of such Building to have access or utility service required to issue such certificate of occupancy in accordance with the Applicable Standards. Each Developer acknowledges and agrees that the City and the City Parties shall have no liability for any Losses sustained by such Developer resulting from any other Developer's failure to Complete all or any portion of the Associated Community Benefits and that any such failure may adversely impact such Developer. Nothing in the foregoing limits the City's rights and remedies under this Agreement for Default if Developer fails to initiate a cure and diligently prosecute such cure to completion.

Section 9.5 Time Limits; Waiver; Remedies Cumulative. Failure by a Party to insist upon the strict or timely performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of any condition or failure of performance, including a default, shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such failure. No express written waiver shall affect any other condition, action, or inaction or cover any other period of time other than any condition, action, or inaction and/or period of time specified in such express waiver. One or more written waivers under any provision of this Agreement shall not be deemed to be a waiver of any subsequent condition, action, or inaction or any other term or provision contained in this Agreement. Nothing in this Agreement shall limit or waive any other right or remedy available to a Party to seek injunctive relief or other expedited judicial and/or administrative relief permitted hereunder to prevent irreparable harm.

Section 9.6 Attorneys' Fees. Should legal action be brought by Developer or the City against the other for a Default under this Agreement or to enforce any provision herein, the prevailing Party in such action shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing Party. For purposes of this Agreement, "**reasonable attorneys' fees and costs**" means the reasonable fees and expenses of counsel to the applicable Party, which may include printing, duplicating and other expenses, air freight charges, hiring of experts and consultants and fees billed for law clerks, paralegals, librarians and others not admitted to the bar

but performing services under the supervision of an attorney, and shall include all such reasonable fees and expenses incurred with respect to appeals, mediation, arbitrations and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees and costs were incurred. For the purposes of this Section 9.6, the reasonable fees of attorneys of the City Attorney's Office shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's Office's services were rendered who practice in the City in law firms with approximately the same number of attorneys as employed by the City Attorney's Office.

ARTICLE 10
FINANCING; RIGHTS OF MORTGAGEES

Section 10.1 Developer's Right to Mortgage. Nothing in this Agreement limits the right of Developer (or any other applicable Person) to grant a Mortgage or otherwise encumber all or any portion of the Project or the Project Site for the benefit of any Mortgagee.

Section 10.2 Mortgagee Not Obligated to Construct. Notwithstanding any of the provisions of this Agreement (except as set forth in this Section 10.2 and Section 10.5), a Mortgagee, including any Mortgagee who obtains title to the Project Site or any part thereof as a result of foreclosure proceedings or conveyance or other action in lieu thereof or other remedial action (such property, the "**Foreclosed Property**"), including (i) any other Person who obtains title to the Foreclosed Property from or through such Mortgagee and (ii) any other purchaser of the Foreclosed Property at foreclosure sale, shall in no way be obligated by the provisions of this Agreement to Commence Construction of or Complete the Project or any portion thereof or to provide any form of guarantee for such Commencement of Construction or Completion. Nothing in this Section 10.2 or any other Section or provision of this Agreement shall be deemed or construed to permit or authorize any Mortgagee or any other Person to devote the Project Site or any part thereof to any uses other than uses consistent with this Agreement and the Approvals, and nothing in this Section 10.2 shall be deemed to give any Mortgagee or any other Person the right to construct any improvements under this Agreement unless and until such Person assumes in writing Developer's rights and obligations under this Agreement.

Section 10.3 Copy of Notice of Default and Notice of Failure to Cure to Mortgagee. Whenever the City shall deliver any notice or demand to Developer with respect to any breach or default by Developer in its obligations under this Agreement, the City shall at the same time forward a copy of such notice or demand to each Mortgagee having a Mortgage on any portion of the Project Site owned by Developer and/or applicable to such notice or demand who has previously made a written request to the City therefor, at the last address of such Mortgagee specified by such Mortgagee in such notice. In addition, if such breach or default remains uncured for the period permitted with respect thereto under this Agreement, the City shall deliver a notice of such failure to cure such breach or default to each such Mortgagee at such applicable address. A delay or failure by the City to provide such notice or demand required by this Section 10.3 shall extend, for the number of days until notice is given, the time allowed to the Mortgagee for cure. In accordance with Section 2924b of the California Civil Code, the City requests that a copy of any notice of default and a copy of any notice of sale under any Mortgage be mailed to the City at its address for notices under this Agreement. Any Mortgagee relying on the protections set forth in this Article 10 shall send to the City a copy of any notice of default and notice of sale. A

Mortgagee may Transfer all or any part of its interest in any Mortgage without the consent of or notice to the City; provided, however, that the City shall have no obligations under this Agreement to a Mortgagee unless the City is notified of such Mortgagee.

Section 10.4 Mortgagee's Option to Cure Defaults. Before or after receiving any notice of failure to cure referred to in Section 10.3, each Mortgagee shall have the right, at its option, to commence within the same period as the Developer to remedy or cause to be remedied any default, plus an additional period of: (i) ninety (90) days to cure a monetary default; and (ii) one hundred eighty (180) days to commence to cure a non-monetary default that is susceptible of cure by the Mortgagee without obtaining title to the applicable property provided that it thereafter diligently pursues such cure to completion. If a default is not cured within the applicable cure period, the City nonetheless shall refrain from exercising any of its remedies with respect to such default if, within the Mortgagee's applicable cure period: (a) the Mortgagee notifies the City that it intends to proceed with due diligence to foreclose the Mortgage or otherwise obtain title to the subject property; (b) the Mortgagee commences foreclosure proceedings within sixty (60) days after giving such notice, and thereafter diligently pursues such foreclosure to completion; and (c) after obtaining title, the Mortgagee diligently proceeds to cure those events of default(y) that are required to be cured by the Mortgagee and are susceptible of cure by the Mortgagee, and (z) of which the Mortgagee has been given notice by the City prior to such foreclosure. Notwithstanding the foregoing, no Mortgagee shall be required to cure any default that is personal to Developer (for example, failure to submit required information in its possession), and the completion of a foreclosure and acquisition of title to the applicable property by Mortgagee shall be deemed to cure such default. Any such Mortgagee or transferee of a Mortgagee who properly completes the improvements relating to the Project or the Project Site or applicable part thereof shall be entitled, upon written request made to the City, to confirmation by the City in writing that such improvements have been Completed in accordance herewith.

Section 10.5 Mortgagee's Obligations with Respect to the Project Site. Notwithstanding anything to the contrary in this Agreement, no Mortgagee shall have any obligations or other liabilities under this Agreement unless and until it acquires title to any Foreclosed Property and assumes in writing Developer's rights and obligations under this Agreement with respect to the Foreclosed Property. A Mortgagee that, by foreclosure under a Mortgage, acquires title to any Foreclosed Property and assumes in writing Developer's rights and obligations under this Agreement shall take title subject to all of the terms and conditions of this Agreement, to the extent applicable to the Foreclosed Property, including any claims for payment or performance of obligations that are due as a condition to enjoying the benefits of this Agreement and shall have all of the rights and obligations of Developer under this Agreement as to the applicable Foreclosed Property, including completion of the Associated Community Benefits tied to the Foreclosed Property. Upon the occurrence and continuation of a Default by a Mortgagee or transferee of a Mortgagee in the performance of any of the obligations to be performed by such Mortgagee or transferee pursuant to this Agreement, the City shall be afforded all its remedies for such Default as provided in this Agreement.

Section 10.6 No Impairment of Mortgage. No default by Developer under this Agreement shall invalidate or defeat the lien of any Mortgage. No foreclosure of any Mortgage or other lien shall defeat, diminish, render invalid or unenforceable or otherwise impair

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

Section 10.7 Cooperation. The City shall cooperate reasonably with Developer in confirming or verifying the rights and obligations of any Mortgagee or potential Mortgagee hereunder.

Section 10.8 Multiple Mortgages. If at any time there is more than one Mortgage constituting a lien on a single portion of the Project or the Project Site or any interest therein, the lien with respect to such portion or interest of the Mortgagee prior in time to all others on that portion or interest shall be vested with the rights under this Article 10 to the exclusion of the holder of any other Mortgage with respect to such portion or interest; provided, however, that if the holder of a senior Mortgage fails to exercise the rights set forth in this Article 10, each holder of a junior Mortgage shall succeed to the rights set forth in this Article 10 only if the holders of all Mortgages senior to it have failed to exercise the rights set forth in this Article 10 and holders of junior Mortgages have provided written notice to the City under Section 10.3. No failure by the senior Mortgagee to exercise its rights under this Article 10 and no delay in the response of any Mortgagee to any notice by the City shall extend any cure period or Developer's or any Mortgagee's rights under this Article 10. For purposes of this Section 10.8, in the absence of an order of a court of competent jurisdiction that is served on the City, a title report prepared by a reputable title company licensed to do business in the State and having an office in the City, setting forth the order of priorities of the liens of Mortgages on real property may be relied upon by the City as conclusive evidence of priority.

Section 10.9 Cured Defaults. Upon the curing of any default by any Mortgagee within the time provided in this Article 10 the City's right to pursue any remedies with respect to such default shall terminate.

ARTICLE 11
AMENDMENT; TERMINATION; EXTENSION OF TERM

Section 11.1 Amendment. This Agreement may only be amended with the mutual written consent of the City and Developer (for the avoidance of doubt, if Developer is more than one Person (e.g., if a Transfer has occurred following the Reference Date), the City and any individual Person that is Developer may amend this Agreement to the extent applicable to such Developer and such Developer's Developer Property without binding any other Developer or other Developer's Developer Property); provided that any amendment to this Agreement consented to by the Person that is Developer of a Building on a Development Parcel must also be consented to by the Person that is Developer of the Development Phase that includes such Development Parcel (i.e., the "horizontal developer" of such Development Phase). Any amendment to this Agreement that does not constitute a Material Change may be agreed to by the Planning Director on behalf of the City (and, to the extent it affects any rights or obligations of a City Agency, after consultation with such City Agency). Any amendment that is a Material Change will require the approval of the Planning Director, the Planning Commission, and the Board of Supervisors (and, to the extent it affects any rights or obligations of a City Agency, after consultation with such City Agency). The determination of whether a proposed change constitutes a Material Change shall be made, on

the City's behalf, by the Planning Director following consultation with the City Attorney and any affected City Agency.

Section 11.2 Termination on Mutual Consent Other than upon the expiration of the Term and except as provided in Sections 3.16, 5.9.4, 5.13.2, 6.2, 7.3, 9.4.2, and 0, this Agreement may only be terminated as to an individual Developer and the City with the mutual written consent of such Developer and the City; provided, however, that any such termination of this Agreement by (i) the Person that is Developer of a Development Phase (i.e., the "horizontal developer" of such Development Phase) shall also require the written consent of any Person that is Developer of a Building in that Development Phase and (ii) the Person that is Developer of a Building in a Development Phase shall also require the written consent of the Person that is Developer of such Development Phase (i.e., the "horizontal developer" of such Development Phase).

Section 11.3 Early Termination Rights. Developer shall, upon thirty (30) days' prior notice to the City, have the right, in its sole and absolute discretion, to terminate this Agreement in its entirety at any time prior to the date Developer Commences Construction on any portion of the Project Site.

Section 11.4 Termination and Vesting. Any termination under this Agreement shall concurrently effect a termination of the Approvals with respect to the terminated portion of the Project Site, except as to any Approval pertaining to any Infrastructure, Parks and Open Space, or Vertical Improvement that has Commenced Construction in reliance thereon. In the event of any termination of this Agreement by Developer resulting from a Default by the City and except to the extent prevented by such City Default, Developer's obligation to complete the Associated Community Benefits that are tied to a Building that has Commenced Construction shall continue (and all relevant and applicable provisions of this Agreement with respect to such obligation shall be deemed to be in effect as such provisions are reasonably necessary in the construction, interpretation, or enforcement of this Agreement as to any such surviving obligations). The City's and Developer's respective rights and obligations under this 0 shall survive the termination of this Agreement.

Section 11.5 Amendment Exemptions. No issuance of a Later Approval or change to the Project that is permitted under the Plan Documents or any Approval shall by itself require an amendment to this Agreement. Upon issuance of any Later Approval or upon the making of any such change, such Later Approval or change shall be deemed to be incorporated automatically into the Project and vested under this Agreement (subject to any conditions set forth in such Later Approval or change). Notwithstanding the foregoing, if there is any direct conflict between the terms of this Agreement, on the one hand, and a Later Approval, on the other hand, then the Parties shall concurrently amend this Agreement (subject to all necessary approvals in accordance with this Agreement) in order to ensure the terms of this Agreement are consistent with such Later Approval. The Planning Department and each affected City Agency shall have the right to approve on behalf of the City changes and updates to the Project, including the Plan Documents, and to the Project SUD, in each keeping with the Planning Department's and the affected City Agency's customary practices, and any such changes and updates shall not be deemed to conflict with or require an amendment to this Agreement or the Approvals so long as they do not constitute a Material Change (and, for the avoidance of doubt, are approved by Developer to the extent required hereunder). Any such change or update to the Plan Documents shall be maintained on file with

the Planning Department. If the Parties fail to amend this Agreement as set forth above when required (*i.e.*, when there is a Material Change), then the terms of this Agreement shall prevail over any Later Approval that conflicts with this Agreement until so amended.

Section 11.6 Extension Due to Legal Action or Referendum. If any litigation is filed challenging this Agreement or an Approval having the direct or indirect effect of delaying this Agreement or any Approval (including to any CEQA determinations or any Later Approvals), including any challenge to the validity of this Agreement or any of its provisions, or if this Agreement or an Approval is suspended pending the outcome of an electoral vote on a referendum, then the Term and all Approvals shall be extended for the number of days equal to the period starting from the commencement of the litigation or the suspension (or as to Approvals, the date of the initial grant of such Approval) to the end of such litigation or suspension (a "**Litigation Extension**"). The Parties shall document the start and end of a Litigation Extension in writing within thirty (30) days from the applicable dates.

Section 11.7 PG&E Sub-Area. The Parties acknowledge and agree that (i) the PG&E Sub-Area and the portion of the Project Site commonly known as Block 5 (collectively, the "**PG&E Affected Area**") are not feasible to develop until PG&E determines its long-term needs and obtains all required approvals therefor, (ii) the Parties are not able to control the timeline for PG&E's decision-making process or the receipt of the required approvals therefor and (iii) PG&E may, in its sole discretion, make development of some or all the PG&E Affected Area impossible. The foregoing facts may have the direct or indirect effect of delaying the portion of the Project proposed for the PG&E Affected Area. In light of the foregoing, the Term and all Approvals with respect to each portion of the PG&E Affected Area shall be extended for the lesser of five (5) years and the number of days between the Reference Date and the date PG&E has vacated the PG&E Sub-Area and such portion of the PG&E Affected Area is otherwise available for development hereunder (and, with respect to the PG&E Sub-Area, the PG&E Sub-Area becomes subject to this Agreement pursuant to Section 3.13).

ARTICLE 12
TRANSFER OR ASSIGNMENT; RELEASE; CONSTRUCTIVE NOTICE

Section 12.1 Permitted Transfer of this Agreement. At any time and from time to time, Developer shall have the right to convey, assign or transfer (each, a "**Transfer**") all or any portion of its right, title and interest in and to all or part of the Project Site (the "**Transferred Property**") to any Person (each, a "**Transferee**") without the City's consent, provided (i) that it contemporaneously transfers to the Transferee all of its right, title and interest under this Agreement with respect to the Transferred Property (excepting therefrom any rights or obligations retained by the transferor as set forth in the Assignment and Assumption Agreement (e.g., matters that may be assigned to the Management Association, as contemplated below)) and (ii) there shall not be more than one Person that is Developer of the Public Improvements in a Development Phase without the approval of the City (excluding the Transferable Infrastructure intended for completion with Vertical Improvements). Nothing herein or in any Approval shall limit the rights of Developer to transfer to the Transferee any or all of its right, title and interest under the Approvals to the extent related to the Transferred Property. Furthermore, any rights or obligations of Developer hereunder following Completion of the Project or any portion thereof (such as responsibility for operation and maintenance of any Parks and Open Space, responsibility for

transportation demand management obligations, etc.) may be Transferred to a residential, commercial, or other management association (each, a "**Management Association**") with the authority to levy fees or otherwise generate sufficient revenue to perform such obligations, and no such Transfer shall require the transfer of land or any other real property interests to the Management Association. The City may require, in its reasonable discretion, that any sub-Management Association be a member of the master-Management Association, to the extent permitted by the Applicable Standards. A Transferee shall be deemed "Developer" under this Agreement to the extent of the rights, interests and obligations assigned to and assumed by such Transferee under the applicable Assignment and Assumption Agreement. Notwithstanding the foregoing, pursuant to the Housing Plan, Developer only shall have the right to transfer the affordable housing obligations under Section VII of the Affordable Housing Plan subject to the prior written consent of the City, which consent will not be unreasonably withheld, conditioned or delayed. In determining the reasonableness of any consent or failure to consent, the City shall consider whether the proposed transferee has sufficient development experience and creditworthiness to perform the obligations to be transferred. Accordingly, the City may request information and documentation from the transferee to complete such determination.

Section 12.2 Multiple Developers. Notwithstanding anything to the contrary in this Agreement, if Developer is more than one Person (e.g., if a Transfer has occurred following the Reference Date), then the obligation to perform and complete the Associated Community Benefits tied to a Development Phase and/or Building shall be either (i) the sole responsibility of the applicable Transferee (i.e., the Person that is the Developer for the Development Phase and/or Building) or (ii) the sole responsibility of its predecessor (e.g., a Person that was Developer as set forth in a Development Phase Approval and subsequently Transferred the Development Phase and/or applicable Development Parcel to such Transferee). For the avoidance of doubt, each Developer must, on its own, satisfy the requirements of the Workforce Agreement as applied to its portion of the Project. Each Person that is a Developer must coordinate with one another on the housing data tables and maps as set forth in the Housing Plan. Nothing herein shall entitle any Person that is Developer to enforce this Agreement against any other Person that is Developer.

Section 12.3 Notice of Transfer. Developer shall provide not less than ten (10) Business Days' notice to the City before any anticipated Transfer of its interests, rights and obligations under this Agreement, together with the anticipated final assignment and assumption agreement for that Transfer (the "**Assignment and Assumption Agreement**"). The Assignment and Assumption Agreement shall be in recordable form, in substantially the form attached as Exhibit X (including the indemnifications, the agreement and covenant not to challenge the enforceability of this Agreement and not to sue the City for disputes between Developer and any Transferee). Without limiting Developer's rights to its rights of Transfer as set forth herein without the City's consent, the final Assignment and Assumption Agreement for a Transfer shall be subject to the review of the Planning Director to confirm that such Assignment and Assumption Agreement meets the requirements of this Agreement (including that all applicable Associated Community Benefits have been assigned to the Transferee or retained by the transferor) and, if there are any material changes to the form attached as Exhibit X, that the Planning Director approves such changes. The Planning Director shall grant (through execution of the provided Assignment and Assumption Agreement in the space provided therefor and delivery of same to the Developer that provided same) or withhold confirmation (or approval of any such material changes) within ten (10) Business Days after the Planning Director's receipt of the Assignment and Assumption

Agreement. Failure to grant or withhold such confirmation (or approval) in accordance with the foregoing within such period shall be deemed confirmation (or approval), provided that Developer shall have first provided notice of such failure and a three (3) Business Day opportunity to cure and such notice shall prominently indicate that failure to act shall be deemed to be confirmation (or approval).

Section 12.4 Release of Liability. Upon execution and delivery of any Assignment and Assumption Agreement (following the City's confirmation (or approval) or deemed confirmation (or approval) pursuant to Section 12.3), the assignor thereunder shall be automatically released from any liability or obligation under this Agreement to the extent Transferred under the applicable Assignment and Assumption Agreement.

Section 12.5 Responsibility for Performance. The City is entitled to enforce each and every obligation assumed by each Transferee pursuant to the applicable Assignment and Assumption Agreement directly against such Transferee as if the Transferee were an original signatory to this Agreement with respect to such obligation. Accordingly, in any action by the City against a Transferee to enforce an obligation assumed by the Transferee, the Transferee shall not assert as a defense against the City's enforcement of performance of such obligation that such obligation (i) is attributable to another Developer's breach of any duty or obligation to the Transferee arising out of the Transfer or the Assignment and Assumption Agreement or any other agreement or transaction between such other Developer and the Transferee, including any obligation retained by a transferring Developer to complete affordable housing or parks within the applicable Development Phase, or (ii) relates to the period before the Transfer. The foregoing notwithstanding, the Parties acknowledge and agree that a failure to complete a Mitigation Measure, affordable housing, or certain Parks and Open Spaces may, if not completed, delay or prevent a different party's ability to start or complete a specific Building or improvement under this Agreement if and to the extent the completion of the Mitigation Measure, the affordable housing, or the completion of the Parks and Open Spaces is a condition to the other party's right to proceed, as specifically described in the Mitigation Measure, the Housing Plan and the Phasing Plan, and each Person that is Developer hereunder assumes this risk.

Section 12.6 Constructive Notice. Every Person that now or hereafter owns or acquires any right, title or interest in or to any portion of the Project Site is, and shall be, constructively deemed to have consented to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such Person acquires an interest in the Project Site. Every Person that now or hereafter owns or acquires any right, title, or interest in or to any portion of the Project Site and undertakes any development activities at the Project Site, is, and shall be, constructively deemed to have consented to, and is obligated by all of, the terms and conditions of this Agreement (as such terms and conditions apply to the Project Site or applicable portion thereof), whether or not any reference to this Agreement is contained in the instrument by which such Person acquires an interest in the Project Site.

Section 12.7 Rights of Developer. The provisions in this Article 12 shall not be deemed to prohibit or otherwise restrict Developer from (i) granting easements, leases, subleases, licenses or permits to facilitate the development, operation and use of the Project Site in whole or in part, (ii) encumbering the Project Site or any portion of the improvements thereon by any Mortgage, (iii) granting an occupancy leasehold interest in portions of the Project Site, (iv) entering into a

joint venture agreement or similar partnership agreement to fulfill its obligations under this Agreement, (v) selling or transferring all or a portion of any interest in the Project Site pursuant to a foreclosure, the exercise of a power of sale, conveyance in lieu of foreclosure or other remedial action in connection with a Mortgage, or (vi) selling a residential unit in the Project to a member of the homebuying public, and no such action shall constitute a Transfer hereunder or require an Assignment and Assumption Agreement or any consent of the City and the transferee, beneficiary or other applicable Person under any such instrument shall not be deemed a successor to Developer or a Transferee (but, for the avoidance of doubt, will be subject to the CC&Rs and the affordability and other restrictions contained in documents recorded against the unit as provided therein, to the extent applicable).

ARTICLE 13
REPRESENTATIONS AND WARRANTIES

Section 13.1 Developer Representations and Warranties. Developer makes the following representations and warranties to the City as of the Reference Date:

13.1.1 Interest of Developer; Due Organization and Standing. Developer is the fee owner of the Developer Property. Developer is a Delaware limited liability company, duly organized and validly existing and in good standing under the Laws of the State of Delaware. Developer has all requisite power to own the Developer Property and authority to conduct its business as presently conducted. There is no Mortgage, existing lien or encumbrance recorded against the Developer Property that, upon foreclosure or the exercise of remedies, would permit the beneficiary of the Mortgage, lien or encumbrance to eliminate or wipe out the obligations set forth in this Agreement that run with the Developer Property.

13.1.2 No Inability to Perform; Valid Execution. Developer is not a party to any other agreement that could reasonably be expected to conflict with Developer's obligations under this Agreement, and Developer has no knowledge of any inability to perform its obligations under this Agreement. The execution and delivery of this Agreement by Developer have been duly and validly authorized by all necessary action. This Agreement is a legal, valid, and binding obligation of Developer, enforceable against Developer in accordance with its terms.

Section 13.2 No Bankruptcy. Developer has neither filed nor is the subject of any filing of a petition under Federal bankruptcy Laws, any Federal or State insolvency Laws or Laws for composition of indebtedness or for the reorganization of debtors, and, to the best of Developer's knowledge, no such filing is threatened in writing.

ARTICLE 14
MISCELLANEOUS PROVISIONS

Section 14.1 Entire Agreement. This Agreement, including the preamble, Recitals and Exhibits, and the agreements between the Parties specifically referenced in this Agreement, constitutes the entire agreement between the Parties with respect to the subject matter contained herein. Prior drafts of this Agreement and changes from those drafts to the executed version of this Agreement shall not be introduced as evidence in any litigation or other dispute resolution proceeding by the Parties or any other Person, and no court or other body shall consider such drafts

or changes in interpreting this Agreement. That certain Memorandum of Understanding between Developer and OEWD, dated as of May 1, 2016, is terminated as of the Effective Date and shall be of no further force and effect.

Section 14.2 Incorporation of Exhibits. Except for the Initial Approvals, which are listed in Exhibit B solely for the convenience of the Parties, each Exhibit to this Agreement is incorporated herein and made a part hereof as if set forth in full. Each reference to an Exhibit in this Agreement shall mean that Exhibit as it may be updated or amended from time to time in accordance with the terms of this Agreement.

Section 14.3 Binding Covenants; Run with the Land. Pursuant to Section 65868 of the Development Agreement Statute, from and after recordation of this Agreement in the Official Records, all of the provisions, agreements, rights, powers, standards, terms, covenants, and obligations contained in this Agreement shall be binding upon the Parties and, subject to the provisions of this Agreement, including Article 12, their respective heirs, successors (by merger, consolidation, or otherwise) and assigns and all Persons acquiring the Project Site, any lot, parcel or any portion thereof, or any interest therein, whether by sale, operation of Law or in any manner whatsoever, and shall inure to the benefit of the Parties and such heirs, successors, assigns and Persons. Subject to the provisions of this Agreement, including Article 12, all provisions of this Agreement shall be enforceable during the Term as equitable servitudes and constitute covenants and benefits running with the land pursuant to Law, including California Civil Code Section 1468.

Section 14.4 Applicable Law and Venue. This Agreement has been executed and delivered in and shall be interpreted, construed, and enforced in accordance with the Laws of the State of California. Venue for any proceeding related to this Agreement shall be solely in courts located in the City. Each Party hereby consents to the jurisdiction of the State or Federal courts located in the City. Each Party hereby expressly waives any and all rights that it may have to make any objections based on jurisdiction or venue to any suit brought to enforce this Agreement in accordance with the foregoing provisions.

Section 14.5 Construction of Agreement. The Parties have mutually negotiated the terms and conditions of this Agreement, and its terms and provisions have been reviewed and revised by legal counsel for both the City and Developer. Accordingly, no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement. Therefore, each Party waives the effect of section 1654 of the California Civil Code, which interprets uncertainties in a contract against the party that drafted the contract. Language in this Agreement shall be construed as a whole and in accordance with its true meaning. Each reference in this Agreement to this Agreement, the other Plan Documents or any of the Approvals shall be deemed to refer to this Agreement, the other Plan Documents or the Approvals as amended from time to time pursuant to the provisions of this Agreement, whether or not the particular reference refers to such possible amendment. In the event of a conflict between the provisions of this Agreement and Chapter 56, the provisions of this Agreement shall govern and control. Wherever in this Agreement the context requires, references to the masculine shall be deemed to include the feminine and the neuter and vice-versa, and references to the singular shall be deemed to include the plural and vice versa. Unless otherwise specified, whenever in this Agreement, including its Exhibits, reference is made to any Recital, Article, Section, Exhibit, Schedule or defined term, the reference shall be deemed to refer to the Recital, Article, Section,

Exhibit, Schedule or defined term of this Agreement. Any reference in this Agreement to a Recital, an Article or a Section includes all subsections and subparagraphs of that Recital, Article or Section. Section and other headings and the names of defined terms in this Agreement are for the purpose of convenience of reference only and are not intended to, nor shall they, modify or be used to interpret the provisions of this Agreement. Except as otherwise explicitly provided herein, the use in this Agreement of the words "including", "such as" or words of similar import when accompanying any general term, statement or matter shall not be construed to limit such term, statement or matter to such specific terms, statements or matters. In the event of a conflict between the Recitals and the remaining provisions of this Agreement, the remaining provisions shall prevail. Statements and calculations in this Agreement beginning with the words "for example" or words of similar import are included for the convenience of the Parties only, and in the event of a conflict between such statements or calculations and the remaining provisions of this Agreement, the remaining provisions shall prevail. Words such as "herein", "hereinafter", "hereof," "hereby" and "hereunder" and the words of like import refer to this Agreement, unless the context requires otherwise. Unless the context otherwise specifically provides, the term "or" shall not be exclusive and means "or, and, or both".

Section 14.6 Project Is a Private Undertaking; No Joint Venture or Partnership. The development proposed to be undertaken by Developer on the Project Site is a private development. Without limiting the City's obligations to Developer hereunder, the City has no interest in, responsibility for or duty to third parties concerning any of the improvements within the Project Site. Developer shall exercise full dominion and control over the Developer Property, subject only to the limitations and obligations of the Parties contained in this Agreement. Nothing contained in this Agreement, or in any document executed in connection with this Agreement, shall be construed as creating a joint venture or partnership between the City and Developer. Neither Party is acting as the agent of the other Party in any respect hereunder. Developer is not a state or governmental actor with respect to any activity conducted by Developer hereunder. If there is more than one Person that comprises any Person that is Developer, the obligations and liabilities under this Agreement imposed on each such Person shall be joint and several (i.e., if more than one Person executes an Assignment and Assumption Agreement as Developer of Transferred Property, then the liability of such Persons shall be joint and several with respect thereto).

Section 14.7 Recordation. Pursuant to the Development Agreement Statute and Chapter 56, the Clerk of the Board of Supervisors shall have a copy of this Agreement and any amendment hereto recorded in the Official Records within ten (10) days after the Effective Date or the effective date of such amendment, as applicable, with recording fees (if any) to be borne by Developer.

Section 14.8 Survival. Following expiration of the Term, this Agreement shall be deemed terminated and of no further force and effect, except for any provision that, by its express terms, survives the expiration or termination of this Agreement. The rights and obligations under the Financing Plan or under any Acquisition Agreement (as defined in the Financing Plan), including Developer's right to receive reimbursements, are intended to survive the expiration or termination of the Financing Plan or Acquisition Agreement, as applicable.

Section 14.9 Signature in Counterparts. This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

Section 14.10 Notices. Any notice or communication required or authorized by this Agreement (as, for example, where a Party is permitted or required to "notify" the other, but not including communications made in any meet and confer or similar oral communication contemplated hereunder) shall be in writing and may be delivered personally, by registered mail, return receipt requested, or by reputable air or ground courier service. Notice, whether given by personal delivery, registered mail or courier service, shall be deemed to have been given and received upon the actual receipt by any of the addressees designated below as the person to whom notices are to be sent. Any notice delivered by the City to the Person that is Developer of a Building on a Development Parcel, and any notice delivered by such a Developer to the City, shall be contemporaneously delivered to the Person that is Developer of the Development Phase that includes such Development Parcel (i.e., the "horizontal developer" of such Development Phase). Any Party may at any time, upon notice to each other applicable Party, designate any other person or address in substitution of the person or address to which such notice or communication shall be given. Such notices or communications shall, subject to the foregoing, be given to the Parties at their addresses set forth below:

To the City:

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

with a copy to:

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

To Developer:

California Barrel Company LLC
c/o Associate Capital
420 23rd Street
San Francisco, California 94107
Attn: Project Director, Potrero Power Plant Project

with a copies. to:

J. Abrams Law, P.C.
One Maritime Plaza, Suite 1900
San Francisco, California 94111
Attn: Jim Abrams, Esq.

and

Paul Hastings LLP
101 California Street, 48th Floor
San Francisco, CA 94111
Attn: David Hamsher, Esq.

Section 14.11 Limitations on Actions. Pursuant to Section 56.19 of the Administrative Code, any decision of the Board of Supervisors made pursuant to Chapter 56 shall be final. Any court action or proceeding to attack, review, set aside, void, or annul any decision by the Board of Supervisors shall be commenced within ninety (90) days after such decision is final and effective. Any court action or proceeding to attack, review, set aside, void or annul any decision by (i) the Planning Director made pursuant to Administrative Code Section 56.15(d)(3) or (ii) the Planning Commission made pursuant to Administrative Code Section 56.17(e) shall be commenced within ninety (90) days after such decision is final and effective.

Section 14.12 Severability. Except as is otherwise specifically provided for in Section 5.7, if any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, except to the extent that enforcement of the remaining provisions of this Agreement would be unreasonable or grossly inequitable under all the circumstances or would frustrate the fundamental purpose of this Agreement.

Section 14.13 MacBride Principles. The City urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in Administrative Code Section 12F.1 *et seq*. The City also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Developer acknowledges that it has read and understands the above statement of the City concerning doing business in Northern Ireland.

Section 14.14 Tropical Hardwood and Virgin Redwood. The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code.

Section 14.15 Sunshine. Developer understands and agrees that, except as otherwise provided therein, under the City's Sunshine Ordinance (Administrative Code, Chapter 67) and the California Public Records Act (California Government Code Section 250 *et seq.*), this Agreement and any and all records, information and materials submitted to the City hereunder may be public records subject to public disclosure upon request. Developer may mark or designate as confidential, or otherwise request to be kept confidential, materials that Developer submits to the City that Developer in good faith believes are or contain trade secrets or proprietary information protected from disclosure under the Sunshine Ordinance and other Laws, and the City shall maintain the confidentiality of such materials. When a City official or employee receives a request for any such materials, the City may request further evidence or explanation from Developer. Notwithstanding the foregoing, to the extent that the City determines that the information in such materials does not constitute a trade secret or proprietary or other information protected from

disclosure, the City shall notify Developer of that conclusion and that such information will be released by a specified date in order to provide Developer an opportunity to obtain a court order prohibiting disclosure.

Section 14.16 Conflict of Interest. Through its execution of this Agreement, Developer acknowledges that it is familiar with the provisions of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 *et seq.* and Section 1090 *et seq.* of the California Government Code, and certifies that it does not know of any facts that constitute a violation of such provisions and agrees that it will promptly thereafter notify the City if it becomes aware of any such fact during the Term.

Section 14.17 Notification of Limitations on Contributions. Through its execution of this Agreement, Developer acknowledges that it is familiar with Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any Person that contracts with the City, whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for the contract until three (3) months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves. San Francisco Ethics Commission Regulation 1.126-1 provides that negotiations are commenced when a prospective contractor first communicates with a City officer or employee about the possibility of obtaining a specific contract. This communication may occur in person, by telephone or in writing, and may be initiated by the prospective contractor or a City officer or employee. Negotiations are completed when a contract is finalized and signed by the City and the contractor. Negotiations are terminated when the City and/or the prospective contractor end the negotiation process before a final decision is made to award the contract.

Section 14.18 Non-Liability of City Officials and Others. Notwithstanding anything to the contrary in this Agreement, no individual board member, director, commissioner, officer, employee, official or agent of City or any City Agency shall be personally liable to Developer or its successors and assigns in the event of any default by the City or for any obligation under this Agreement, including any amount that may become due to Developer or its successors and assigns under this Agreement.

Section 14.19 Non-Liability of Developer Officers and Others. Notwithstanding anything to the contrary in this Agreement, no direct or indirect partner, member or shareholder of Developer or of any Affiliate of Developer nor any of its or their respective officers, directors, officials, individual board members, agents or employees (or of their successors or assigns) shall be personally liable to the City or its successors and assigns in the event of any default by Developer or for any obligation under this Agreement, including any amount that may become due to the City or its successors and assigns under this Agreement.

Section 14.20 Time. Time is of the essence with respect to each provision of this Agreement in which time is a factor. References to time shall be to the local time in the City on the applicable day. References in this Agreement to days, months and quarters shall be to calendar days, months and quarters, respectively, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice, meet a deadline or to undertake any other action occurs on a day that is not a Business Day, then the last day for giving the notice, replying to the notice,

meeting the deadline or undertake the action shall be the next succeeding Business Day, or if such requirement is to give notice before a certain date, then the last day shall be the next succeeding Business Day. Where a date for performance is referred to as a month without reference to a specific day in such month, or a year without reference to a specific month in such year, then such date shall be deemed to be the last Business Day in such month or year, as applicable.

Section 14.21 Approvals and Consents. As used herein, the words "approve", "consent" and words of similar import and any variations thereof refer to the prior written consent of the applicable Party or other Person, including the approval of applications by City Agencies. Whenever any approval or consent is required or permitted to be given by a Party hereunder, it shall not be unreasonably withheld, conditioned or delayed unless the approval or consent is explicitly stated in this Agreement to be within the "sole discretion" (or words of similar import) of such Party. The reasons for failing to grant approval or consent, or for giving a conditional approval or consent, shall be stated in reasonable detail in writing. Approval or consent by a Party to or of any act or request by the other Party shall not be deemed to waive or render unnecessary approval or consent to or of any similar or subsequent acts or requests. Unless otherwise provided in this Agreement, whenever approval, consent or any other action is required by the Planning Commission or the Board of Supervisors, the City shall upon the request of Developer submit such matter to the Planning Commission or the Board of Supervisors, whichever is applicable, at the next regularly-scheduled meeting thereof for which an agenda has not yet been finalized and for which the City can prepare and submit a staff report in keeping with the City's standard practices. Unless otherwise provided in this Agreement, approvals, consents or other actions of the City shall be given or undertaken, as applicable, by the Planning Director.

Section 14.22 Extensions of Time.

14.22.1 The City or Developer may extend the time for the performance of any term, covenant or condition of this Agreement by a Party owing performance to the extending Party, or permit the curing of any related default, upon such terms and conditions as it determines appropriate.

14.22.2 The Parties may extend the time for performance by any of them of any term, covenant or condition of this Agreement by a written instrument signed by authorized representatives of such Parties without the execution of a formal recorded amendment to this Agreement, and any such written instrument shall have the same force and effect and impart the same notice to third-parties as a formal recorded amendment to this Agreement.

Section 14.23 Effect on Other Party's Obligation. If Developer's or the City's performance is excused or the time for its performance is extended under any extension of time permitted in this Agreement, the performance of the other Party that is conditioned on such excused or extended performance is excused or extended to the same extent.

Section 14.24 Use of Public Improvements Before Acceptance. The Parties acknowledge and agree that Developer shall not be obligated to allow use of any Public Improvements by any Person, including the City or any City Agency, before the acceptance of such Public Improvements by the City. The Developer and the City may elect to use such unaccepted Public Improvements,

subject to a written agreement with the City, which shall not be unreasonably withheld or conditioned.

Section 14.25 Boundary Adjustments. The Parties acknowledge that as development of the Project Site advances, the description of parcels of real property comprising the Project Site may require further refinements, which may require minor boundary adjustments between or among them. The Parties agree to cooperate in effecting any such boundary adjustments required, consistent with this Agreement.

Section 14.26 Correction of Technical Errors. If by reason of inadvertence, and contrary to the intention of Developer and the City, errors are made in this Agreement in the identification or characterization of any title exception, in a legal description or the reference to or within any Exhibit with respect to a legal description, in the boundaries of any parcel (provided such boundary adjustments are relatively minor and do not result in a material change as determined by the City's counsel), in any map or drawing that is an Exhibit, or in the typing of this Agreement or any of its Exhibits, Developer and the City by mutual agreement may correct such error by memorandum executed by both of them and replacing the appropriate pages of this Agreement, and no such memorandum or page replacement shall be deemed an amendment of this Agreement.

Section 14.27 Dogpatch Neighborhood. City and Developer acknowledge that the Project Site is located in the Dogpatch neighborhood. Developer shall acknowledge the Project's association with the Dogpatch neighborhood in its promotional materials for the Project and may name or otherwise refer to the Project as the Dogpatch Power Station Mixed-Use Development Project in any applications for Later Approvals.

Section 14.28 Station A Vibration Monitoring. Prior to any controlled blasting, pile driving, or use of vibratory construction equipment on the Project Site, Developer shall engage a historic architect or qualified historic preservation professional and a qualified acoustical/vibration consultant or structural engineer to undertake a pre-construction survey of Station A to document Station A's condition. Based on the condition of Station A, a structural engineer or other qualified entity shall establish a maximum vibration level that shall not be exceeded during construction of the Project. The qualified consultant shall conduct regular periodic inspections of Station A throughout the duration of vibration-inducing construction when it occurs within 80 feet of the building. Should vibration levels be observed in excess of the established maximum vibration level or should damage to any part of the walls of Station A to be retained by the Project under the Design for Development, construction shall be halted and alternative construction techniques put in practice, to the extent feasible. For example, smaller, lighter equipment might be able to be used or pre-drilled piles could be substituted for driven piles, if soil conditions allow.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
John Rahaim
Director of Planning

Approved on _____, 2019
Board of Supervisors Ordinance No. _____

Approved:

By: _____
Naomi Kelly, City Administrator

By: _____
Mohammed Nuru, Director of Public Works

DEVELOPER:

CALIFORNIA BARREL COMPANY LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Approved as to form:

DENNIS J. HERRERA, City Attorney

By: _____
Heidi J. Gewertz, Deputy City Attorney

FORM OF JOINDER UNDER SECTION 3.13

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

JOINDER

[•], a [•] ("**Subject Owner**"), is the fee owner of the PG&E Sub-Area [or portion thereof described on Exhibit 1 hereto] (the "**Subject Property**"), and hereby joins in the Development Agreement (as amended and may be further amended from time to time in accordance with the terms thereof, the "**DA**") to which this joinder is attached and accordingly as of the date of recordation of this joinder is "Developer" under the DA with respect to the Subject Property and the Subject Property constitutes "Developer Property" under the DA with respect to Subject Owner. Subject Owner acknowledges and agrees hereby that it is subject to and bound by the DA with respect to the Subject Property as of the date of recordation of this joinder. Subject Owner shall record this joinder in the Official Records promptly following the execution of this joinder by PG&E. Capitalized terms used but not otherwise defined in this joinder shall have the meanings ascribed to them in the DA.

[Signatures appear on following page]

SUBJECT OWNER:

[•],
a [•]

By: _____
Name: _____
Title: _____

CONSENT TO DEVELOPMENT AGREEMENT
San Francisco Municipal Transportation Agency

The SFMTA has reviewed the Development Agreement to which this Consent to Development Agreement (this "**SFMTA Consent**") is attached. Except as otherwise defined in this SFMTA Consent, initially capitalized terms have the meanings given in the Development Agreement to which this SFMTA Consent is attached (as amended from time to time in accordance therewith, the "**Development Agreement**").

By executing this SFMTA Consent, the undersigned confirms the following:

1. The SFMTA Board of Directors, after considering at a duly noticed public hearing the CEQA Findings for the Project, including the Statement of Overriding Considerations, the MMRP and the transportation-related Mitigation Measures and improvement measures, consented to and agreed to be bound by this Development Agreement as it relates to matters under SFMTA jurisdiction, and delegated to the Director of Transportation or his designee any future SFMTA approvals under this Development Agreement, subject to Applicable Laws, including the City Charter.

2. The SFMTA also agrees to the following:

(i) SFMTA will review and approve the SFMTA Infrastructure described in the Infrastructure Plan, subject to Developer satisfying SFMTA's requirements and the transportation-related Mitigation Measures and improvement measures for design, construction, testing, performance, training, documentation, warranties and guarantees that are consistent with the Applicable Standards;

(ii) Approved Mitigation Measure [add mitigation measures here that require SFMTA approval] which [provide text of measures];

(iii) concurred with all of the transportation-related mitigation measures in the EIR;

(iv) approved the Transportation Plan (Exhibit I), including (A) payment of the Transportation Fee and directed the Director of Transportation to administer and direct the allocation and use of Transportation Fees consistent with Exhibit I; (B) the Developer's TDM Plan, attached to Exhibit I and found that the TDM Plan meets the requirements of Mitigation Measure M-TR-5; (C) the Developer's exclusion of the Project from the Residential Parking Permit program eligibility (D) the Developer's provision and maintenance of an SFMTA Employee Restroom; and the (E) the Developer's provision and maintenance of an SFMTA bus shelter.

3. The SMTA Board of Directors also authorizes SFMTA staff to take any measures reasonably necessary to assist the City in implementing the Development Agreement in accordance with SFMTA Resolution No. _____, including the Transportation Exhibit and Transportation-related mitigation measures;

By executing this SFMTA Consent, the SFMTA does not intend to in any way limit, waive or delegate the exclusive authority of the SFMTA as set forth in Article VIIIA of the City's Charter.

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through the SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

By: _____

Jeffrey Tumlin, Director of Transportation

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: _____

Susan Cleveland-Knowles
Deputy City Attorney

CONSENT TO DEVELOPMENT AGREEMENT
San Francisco Public Utilities Commission

The Public Utilities Commission of the City and County of San Francisco (the "**SFPUC**") has reviewed the Development Agreement to which this Consent to Development Agreement (this "**SFPUC Consent**") is attached. Except as otherwise defined in this SFPUC Consent, initially capitalized terms have the meanings given in the Development Agreement to which this SFPUC Consent is attached (as amended from time to time in accordance therewith, the "**Development Agreement**").

By executing this SFPUC Consent, the undersigned confirms that the SFPUC, after considering at a duly noticed public hearing the Development Agreement, the Infrastructure Plan, the CEQA Findings, including the Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program, and utility-related Mitigation Measures, consented to:

1. The Development Agreement as it relates to matters under SFPUC jurisdiction, including the Infrastructure Plan and the SFPUC-related Mitigation Measures.

2. Subject to Developer satisfying the SFPUC's requirements for construction, operation and maintenance that are consistent with the Applicable Standards and the plans and specifications approved by the SFPUC in accordance with the terms of the Development Agreement, and meeting the SFPUC-related Mitigation Measures, the SFPUC's accepting and then, subject to appropriation, operating and maintaining SFPUC-related infrastructure.

3. Delegating to the SFPUC General Manager any Later Approvals of the SFPUC under the Development Agreement.

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through the SAN FRANCISCO PUBLIC UTILITY COMMISSION

By: _____

Harlan Kelly, General Manager

CONSENT TO DEVELOPMENT AGREEMENT
Port Commission

The Port Commission of the City and County of San Francisco (the "**Port Commission**") has reviewed the Development Agreement to which this Consent to Development Agreement (this "**Port Consent**") is attached. Except as otherwise defined in this Port Consent, initially capitalized terms have the meanings given in the Development Agreement to which this Port Consent is attached (as amended from time to time in accordance therewith, the "**Development Agreement**").

By executing this Port Consent, the undersigned confirms that the Port, after considering at a duly noticed public hearing the Development Agreement and the CEQA Findings, including the Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program, consented to:

1. The Development Agreement as it relates to matters under Port jurisdiction, including the terms of Exhibit Z (City and Port Implementation of Later Approvals) and Exhibit G (Infrastructure Plan) as it relates to any Infrastructure and other Public Improvements planned for land under Port jurisdiction.

2. Developer's Completion of the Parks and Open Spaces on land under Port jurisdiction as set forth in the Development Agreement.

3. Delegating to the Port Executive Director any Later Approvals of the Port under the Development Agreement, subject to Law, including the City's Charter, including a Memorandum of Understanding between the Port and relevant City agencies relating to Public Improvements planned for Port land and streets, including utility placement therein, and responsibility for permitting, implementation, acceptance, maintenance and liability for such Public Improvements.

By authorizing this Port Consent, the Port Commission does not intend to in any way limit the exclusive authority of the Port Commission under Applicable Standards.

CITY AND COUNTY OF SAN FRANCISCO, a
municipal corporation, acting by and through the
SAN FRANCISCO PORT COMMISSION

By: _____

Elaine Forbes, Executive Director

CONSENT TO DEVELOPMENT AGREEMENT
San Francisco Fire Department

The Fire Chief and the Fire Marshall of the City and County of San Francisco have reviewed the Development Agreement to which this Consent to Development Agreement (this "**SFFD Consent**") is attached. Except as otherwise defined in this SFFD Consent, initially capitalized terms have the meanings given in the Development Agreement to which this SFFD Consent is attached (as amended from time to time in accordance therewith, the "**Development Agreement**"). By executing this SFFD Consent, the undersigned confirm that, after review of the Infrastructure Plan and the Design for Development, together with the CEQA Findings, including the Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program, they have consented to:

1. The Development Agreement as it relates to matters under SFFD jurisdiction; and

2. Subject to Developer satisfying Developer's obligations requirements for construction consistent with the Applicable Standards, the City's acceptance of Infrastructure Completed by Developer.

By authorizing this SFFD Consent, the SFFD Fire Chief and Fire Marshall not intend to in any way limit the authority of the SFFD as set forth in Section 4.108 and 4.128 of the City's Charter.

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through the SAN FRANCISCO FIRE CHIEF AND FIRE MARSHALL

By: _____

Fire Chief

By: _____

Fire Marshall

Exhibit A
Project Site Legal Descriptions

Exhibit A-1
Developer Property Legal Description

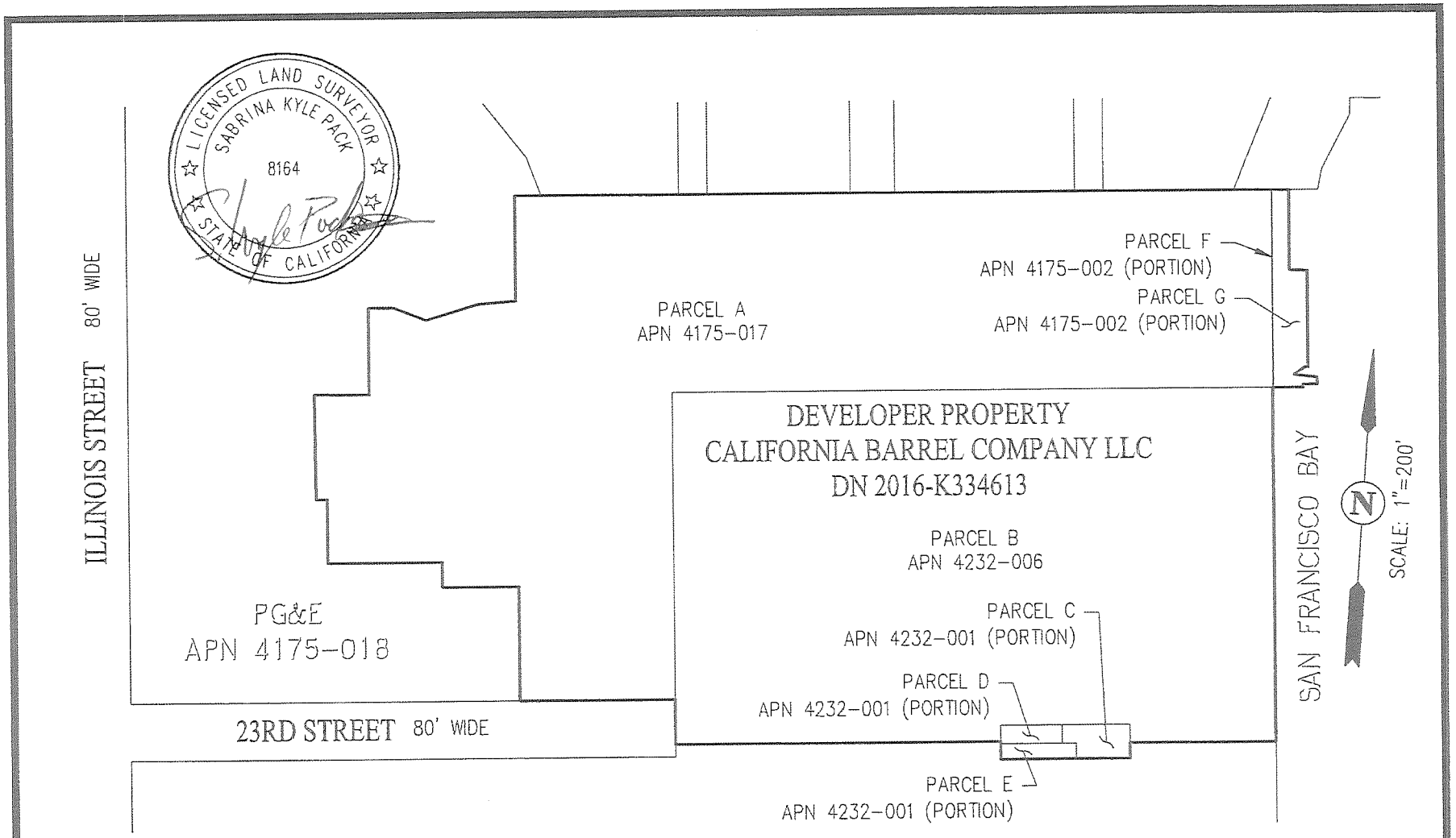


EXHIBIT A-1

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

DEVELOPER PROPERTY
CALIFORNIA BARREL COMPANY LLC. PROPERTY
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA
JANUARY 10, 2020

cbg
SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
WWW.CBANDG.COM
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

1/10/2020 3:23 PM

JOB NO. 2747-000

F:\2747-000\ACAD\SURVEY\PLATS\PLAT-011 DDA CBC PROPERTY.DWG

JANUARY 10, 2020
JOB NO.: 2747-000

EXHIBIT A-1
DEVELOPER PROPERTY DESCRIPTION
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

REAL PROPERTY IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL OF THAT PROPERTY GRANTED TO CALIFORNIA BARREL COMPANY LLC BY DEED RECORDED SEPTEMBER 26, 2016, AS DOCUMENT NUMBER 2016-K334613 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:
COMMENCING AT THE INTERSECTION OF THE NORTHERLY BOUNDARY LINE OF 23RD STREET WITH THE EASTERLY BOUNDARY LINE OF ILLINOIS STREET, AND RUNNING THENCE ALONG SAID NORTHERLY BOUNDARY LINE OF 23RD STREET

(A) NORTH 86° 49′ 44″ EAST 543.85 FEET TO THE TRUE POINT OF BEGINNING,

THENCE LEAVING SAID NORTHERLY BOUNDARY LINE OF 23RD STREET

(1) NORTH 3° 10′ 16″ WEST 161.58 FEET, THENCE
(2) SOUTH 86° 49′ 44″ WEST 106.84 FEET, THENCE
(3) NORTH 3° 10′ 16″ WEST 34.68 FEET, THENCE
(4) SOUTH 86° 49′ 44″ WEST 158.55 FEET, THENCE
(5) NORTH 3° 10′ 16″ WEST 89.59 FEET, THENCE
(6) SOUTH 86° 49′ 44″ WEST 15.75 FEET, THENCE
(7) NORTH 3° 41′ 19″ WEST 148.65 FEET, THENCE
(8) NORTH 87° 24′ 17″ EAST 76.76 FEET, THENCE
(9) NORTH 3° 10′ 16″ WEST 121.47 FEET, THENCE
(10) NORTH 86° 49′ 44″ EAST 35.24 FEET, THENCE
(11) SOUTH 71° 40′ 08″ EAST 47.67 FEET, THENCE
(12) NORTH 70° 10′ 11″ EAST 76.13 FEET, THENCE
(13) NORTH 82° 22′ 09″ EAST 52.89 FEET, THENCE
(14) NORTH 3° 10′ 16″ WEST 148.53 FEET, THENCE
(15) NORTH 86° 49′ 44″ EAST 1056.62 FEET

TO A POINT IN THE WESTERLY BOUNDARY LINE OF FORMER WATERFRONT STREET, THENCE RUNNING ALONG SAID WESTERLY BOUNDARY LINE OF FORMER WATERFRONT STREET

(16) SOUTH 3° 10′ 16″ EAST 279.00 FEET

TO A POINT IN THE CENTERLINE OF FORMER HUMBOLDT STREET, AS SAID STREET EXISTED PRIOR TO THE VACATION THEREOF PER ORDINANCE NO. 116-67, DATED MAY 1, 1967, BY THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION, THENCE LEAVING SAID WESTERLY

BOUNDARY LINE OF FORMER WATERFRONT STREET AND RUNNING ALONG SAID CENTERLINE OF FORMER HUMBOLDT STREET

(17) SOUTH 86° 49′ 44″ WEST 840.00 FEET

TO A POINT IN THE WESTERLY BOUNDARY LINE OF FORMER LOUISIANA STREET, AS SAID STREET EXISTED PRIOR TO THE VACATION THEREOF PER RESOLUTION 21111 DATED MAY 8, 1923, BY THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION, THENCE LEAVING SAID CENTERLINE OF FORMER HUMBOLDT STREET AND RUNNING ALONG SAID WESTERLY BOUNDARY LINE OF FORMER LOUISIANA STREET

(18) SOUTH 3° 10′ 16″ EAST 433.175 FEET

TO A POINT IN SAID NORTHERLY BOUNDARY LINE OF 23RD STREET, THENCE LEAVING SAID WESTERLY BOUNDARY LINE OF FORMER LOUISIANA STREET AND RUNNING ALONG SAID NORTHERLY BOUNDARY LINE OF 23RD STREET

(19) SOUTH 86° 49′ 44″ WEST 216.15 FEET

TO THE TRUE POINT OF BEGINNING.

THE BEARINGS IN THE ABOVE DESCRIPTION ARE BASED UPON AN ASSUMED BEARING OF SOUTH 03° 10′ 16″ EAST ALONG THE MONUMENT LINE OF THIRD STREET BETWEEN 22ND STREET AND 23RD STREET.

BEING A PORTION OF POTRERO NUEVO BLOCKS NO 443, 444, 463, 478, 489, 504, ALL OF POTRERO NUEVO BLOCK NO 464 AND PORTIONS OF MICHIGAN STREET, GEORGIA STREET, LOUISIANA STREET, MARYLAND STREET, DELAWARE STREET AND HUMBOLDT STREET AS SAID STREETS EXISTED PRIOR TO THE CLOSURE THEREOF.

SAID PARCEL A IS PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 24, 2015, AS INSTRUMENT NO. 2015-K180954-00, OF OFFICIAL RECORDS.

PARCEL A-1:
A NON-EXCLUSIVE EASEMENT TO RECONSTRUCT, REPLACE, REMOVE, MAINTAIN AND USE THE EXISTING WATER LINE WITH ASSOCIATED IMPROVEMENTS AS SET FORTH AND MORE PARTICULARLY DESCRIBED IN THAT CERTAIN GRANT DEED FROM PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION RECORDED APRIL 16, 1999 AS DOCUMENT NO. 99-G553141-00 OF OFFICIAL RECORDS, ACROSS THE FOLLOWING DESCRIBED LAND:

A PORTION OF THAT PARCEL OF LAND DESCRIBED AND DESIGNATED AS ASSESSOR'S BLOCK NO. 4175-LOT 5 ON EXHIBIT "B" OF THAT CERTAIN LOT LINE ADJUSTMENT RECORDED ON APRIL 15, 1999, IN BOOK H364 OF OFFICIAL RECORDS AT PAGE 337, AS DOCUMENT NO. 99-G551170-00, SAN FRANCISCO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

A STRIP OF LAND OF THE UNIFORM WIDTH OF 10.00 FEET EXTENDING FROM THE GENERAL EASTERLY BOUNDARY LINE OF SAID LOT 5 TO THE WESTERLY BOUNDARY LINE OF SAID LOT 5 AND LYING 5.00 FEET ON EACH SIDE OF AN EXISTING WATERLINE, APPROXIMATELY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY TERMINUS OF A COURSE AS SHOWN ON SAID LOT LINE ADJUSTMENT, WHICH COURSE HAS A BEARING OF NORTH 03° 10′ 16″ WEST AND A DISTANCE OF 121.47 FEET; THENCE ALONG SAID GENERAL EASTERLY BOUNDARY LINE OF SAID LOT 5 SOUTH 03° 10′ 16″ EAST 32.55 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE LEAVING SAID GENERAL EASTERLY BOUNDARY LINE, SOUTH 84° 24′ 46″ WEST 10.87 FEET; THENCE SOUTH 03° 55′ 12″ EAST 54.92 FEET; THENCE SOUTH 85° 03′ 38″ WEST 32.40 FEET; THENCE SOUTH 02° 20′ 06″ EAST 26.95 FEET; THENCE SOUTH 87° 07′ 59″ WEST 295.21 FEET, MORE OR LESS TO THE WESTERLY BOUNDARY LINE OF SAID LOT 5, BEING THE POINT OF TERMINATION.

PARCEL A-2:
A NON-EXCLUSIVE EASEMENT FOR DRAINAGE, DISCHARGE, RETENTION AND /OR PERCOLATION OF STORM WATER RUNOFF FROM PARCEL A ABOVE DESCRIBED INTO THE STORM WATER SYSTEM LOCATED ON THE LAND DESCRIBED AND DESIGNATED AS ASSESSOR'S BLOCK NO. 4175-LOT 5 ON EXHIBIT "B" OF THAT CERTAIN LOT LINE ADJUSTMENT RECORDED ON APRIL 15, 1999, IN BOOK H364 OF OFFICIAL RECORDS AT PAGE 337, AS DOCUMENT NO. 99-G551170-00, SAN FRANCISCO COUNTY RECORDS, AS SET FORTH AND MORE PARTICULARLY DESCRIBED IN THAT CERTAIN GRANT DEED FROM PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION RECORDED APRIL 16, 1999 AS DOCUMENT NO. 99-G553141-00 OF OFFICIAL RECORDS.

PARCEL B:
BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF 23RD STREET WITH THE WESTERLY LINE OF LOUISIANA STREET, NOW CLOSED; AND RUNNING THENCE NORTHERLY ALONG THE WESTERLY LINE OF LOUISIANA STREET, 433 FEET TO THE CENTER LINE OF HUMBOLDT STREET, NOW CLOSED; THENCE AT RIGHT ANGLES EASTERLY, ALONG THE CENTER LINE OF HUMBOLDT STREET, 840 FEET TO THE WESTERLY LINE OF MASSACHUSETTS (WATERFRONT) STREET, NOW CLOSED; THENCE AT RIGHT ANGLES SOUTHERLY, ALONG THE WESTERLY LINE OF MASSACHUSETTS (WATERFRONT) STREET, 499 FEET TO THE SOUTHERLY LINE OF 23RD STREET, NOW CLOSED; THENCE AT RIGHT ANGLES WESTERLY, ALONG THE SOUTHERLY LINE OF 23RD STREET, 204.92 FEET TO THE EASTERLY LINE OF THE PARCEL OF LAND DESCRIBED AND DESIGNATED PARCEL 2 IN THE DEED FROM SPRECKELS REALIZATION COMPANY TO PACIFIC GAS AND ELECTRIC COMPANY, DATED DECEMBER 23, 1949 AND RECORDED IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, IN BOOK 5341 OF OFFICIAL RECORDS, AT PAGE 295; THENCE AT RIGHT ANGLES NORTHERLY, ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND DESIGNATED PARCEL 2, 25.67 FEET TO THE NORTHEAST CORNER OF SAID PARCEL OF LAND DESIGNATED PARCEL 2; THENCE AT RIGHT ANGLES WESTERLY, ALONG THE

NORTHERLY LINE OF SAID PARCEL OF LAND DESIGNATED PARCEL 2 AND THE NORTHERLY LINE OF THE PARCEL OF LAND DESCRIBED AND DESIGNATED PARCEL 1 IN SAID DEED, 180.08 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND DESIGNATED PARCEL 1; THENCE AT RIGHT ANGLES SOUTHERLY, ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND DESIGNATED PARCEL 1, 22.34 FEET; THENCE AT RIGHT ANGLES WESTERLY, PARALLEL WITH THE SOUTHERLY LINE OF 23RD STREET, 455 FEET TO THE WESTERLY LINE, EXTENDED SOUTHERLY, OF LOUISIANA STREET, NOW CLOSED; THENCE AT RIGHT ANGLES NORTHERLY, ALONG THE WESTERLY LINE OF LOUISIANA STREET, 62.67 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BEING ALL OF POTRERO NUEVO BLOCKS, 477, 490 AND 503, AND PORTIONS OF 23RD STREET, HUMBOLDT STREET, LOUISIANA STREET, MARYLAND STREET AND DELAWARE STREET, AS SAID STREETS EXISTED PRIOR TO THE VACATION THEREOF.

PARCEL C:
BEGINNING AT THE POINT FORMED BY THE INTERSECTION OF THE SOUTHERLY LINE OF 23RD STREET, NOW CLOSED, WITH THE WESTERLY LINE OF DELAWARE STREET, NOW CLOSED; AND RUNNING THENCE WESTERLY AND ALONG THE SOUTHERLY LINE OF SAID 23RD STREET 143 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 178 FEET; THENCE AT A RIGHT ANGLE EASTERLY 143 FEET TO THE WESTERLY LINE OF SAID DELAWARE STREET; AND THENCE AT A RIGHT ANGLE NORTHERLY AND ALONG THE WESTERLY LINE OF SAID DELAWARE STREET, 178 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF POTRERO NUEVO BLOCK NO. 491

EXCEPTING THEREFROM, ALL THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS ON THE WESTERLY LINE OF CLOSED DELAWARE STREET AND 30 FEET SOUTHERLY ALONG THE WESTERLY LINE OF SAID DELAWARE STREET, FROM THE INTERSECTION OF THE WESTERLY LINE OF SAID DELAWARE STREET, WITH THE SOUTHERLY LINE OF 23RD STREET, NOW CLOSED; RUNNING THENCE WESTERLY, PARALLEL TO AND 30 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF SAID 23RD STREET, A DISTANCE OF 105 FEET TO A POINT; THENCE AT A RIGHT ANGLE NORTHERLY FOR A DISTANCE OF 30 FEET TO THE SOUTHERLY LINE OF SAID 23RD STREET; THENCE AT A RIGHT ANGLE WESTERLY, ALONG THE SOUTHERLY LINE OF SAID 23RD STREET, FOR A DISTANCE OF 38 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 178 FEET; THENCE AT A RIGHT ANGLE EASTERLY 143 FEET TO THE WESTERLY LINE OF SAID DELAWARE STREET, NOW CLOSED; AND THENCE AT A RIGHT ANGLE NORTHERLY AND ALONG THE WESTERLY LINE OF SAID DELAWARE STREET, 148 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, ALL THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY BOUNDARY LINE OF DELAWARE STREET, NOW CLOSED, DISTANT THEREON 21.83 FEET SOUTHERLY FROM THE FORMER SOUTHERLY BOUNDARY LINE OF 23RD STREET, NOW CLOSED; AND RUNNING THENCE

SOUTHERLY ALONG THE WESTERLY BOUNDARY LINE OF SAID DELAWARE STREET, 8.17 FEET; THENCE AT A RIGHT ANGLE WESTERLY 105.00 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 8.17 FEET; THENCE AT A RIGHT ANGLE EASTERLY 105.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL D:
BEGINNING AT A POINT IN THE FORMER SOUTHERLY BOUNDARY LINE OF 23RD STREET, NOW CLOSED, DISTANT THEREON 19.92 FEET WESTERLY FROM THE WESTERLY BOUNDARY LINE OF DELAWARE STREET, NOW CLOSED; AND RUNNING THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY LINE OF SAID 23RD STREET 85.08 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 25.67 FEET; THENCE AT A RIGHT ANGLE EASTERLY 85.08 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 25.67 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BEING A PORTION OF POTRERO NUEVO BLOCK NO. 491

PARCEL E:
BEGINNING AT THE POINT MARKING THE INTERSECTION OF THE SOUTHERLY BOUNDARY LINE OF 23RD STREET, NOW CLOSED, WITH THE WESTERLY BOUNDARY LINE OF DELAWARE STREET, NOW CLOSED; AND RUNNING THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY LINE OF SAID DELAWARE STREET, 21.83 FEET; THENCE AT A RIGHT ANGLE EASTERLY 75.08 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 47.50 FEET; THENCE AT A RIGHT ANGLE WESTERLY 95.00 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 25.67 FEET TO A POINT IN THE SOUTHERLY BOUNDARY LINE OF SAID 23RD STREET; THENCE EASTERLY, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID 23RD STREET, 19.92 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BEING A PORTION OF 23RD STREET, AS SAID STREET EXISTED PRIOR TO THE CLOSURE THEREOF.

PARCEL F:
BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF HUMBOLDT STREET EXTENDED EASTERLY WITH THE WESTERLY BOUNDARY LINE OF WATERFRONT STREET AND RUNNING THENCE NORTH 4° 20' WEST, ALONG THE WESTERLY BOUNDARY LINE OF WATERFRONT STREET, 279.17 FEET, TO THE SOUTHERLY LINE OF THE LANDS OF THE U.S. NAVY; THENCE NORTH 85° 40' EAST, ALONG THE LAST MENTIONED BOUNDARY LINE, 1.00 FOOT; THENCE SOUTH 4° 20' EAST 279.17 FEET TO THE EASTERLY EXTENSION OF THE CENTER LINE OF HUMBOLDT STREET; THENCE SOUTH 85° 40' WEST, ALONG THE CENTER LINE OF HUMBOLDT STREET EXTENDED EASTERLY, 1.00 FOOT, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL G:
BEGINNING AT A POINT IN THE CENTER LINE OF HUMBOLDT STREET EXTENDED EASTERLY DISTANT THEREON NORTH 85° 40' EAST 1.00 FOOT FROM THE INTERSECTION OF THE EASTERLY EXTENSION OF HUMBOLDT STREET WITH THE WESTERLY BOUNDARY LINE OF WATERFRONT STREET AND RUNNING THENCE NORTH 85° 40' EAST, ALONG SAID EASTERLY EXTENSION OF HUMBOLDT STREET, 41.67 FEET; THENCE NORTH 4° 20' WEST 4.38 FEET; THENCE NORTH 84°32' EAST

19.84 FEET; THENCE NORTH 5° 28' WEST 9.67 FEET; THENCE NORTH 87° 36' 10" WEST 32.76 FEET; THENCE NORTH 50° 02' 20" EAST 19.19 FEET; THENCE NORTH 85° 40' EAST 4.00 FEET; THENCE NORTH 4° 20' WEST, PARALLEL WITH THE WESTERLY BOUNDARY LINE OF WATERFRONT STREET 135.45 FEET; THENCE SOUTH 86° 59' 50" WEST 24.83 FEET; THENCE NORTH 4° 20' WEST 113.69 FEET TO THE SOUTHERLY BOUNDARY OF LANDS OF THE U.S. NAVY; THENCE SOUTH 85° 40' WEST, ALONG THE LAST MENTIONED BOUNDARY LINE, 23.57 FEET TO A POINT NORTH 85° 40' EAST 1.00 FOOT DISTANT FROM THE WESTERLY BOUNDARY LINE OF WATERFRONT STREET; THENCE SOUTH 4° 20' EAST, PARALLEL WITH THE WESTERLY BOUNDARY LINE OF WATERFRONT STREET, 279.17 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

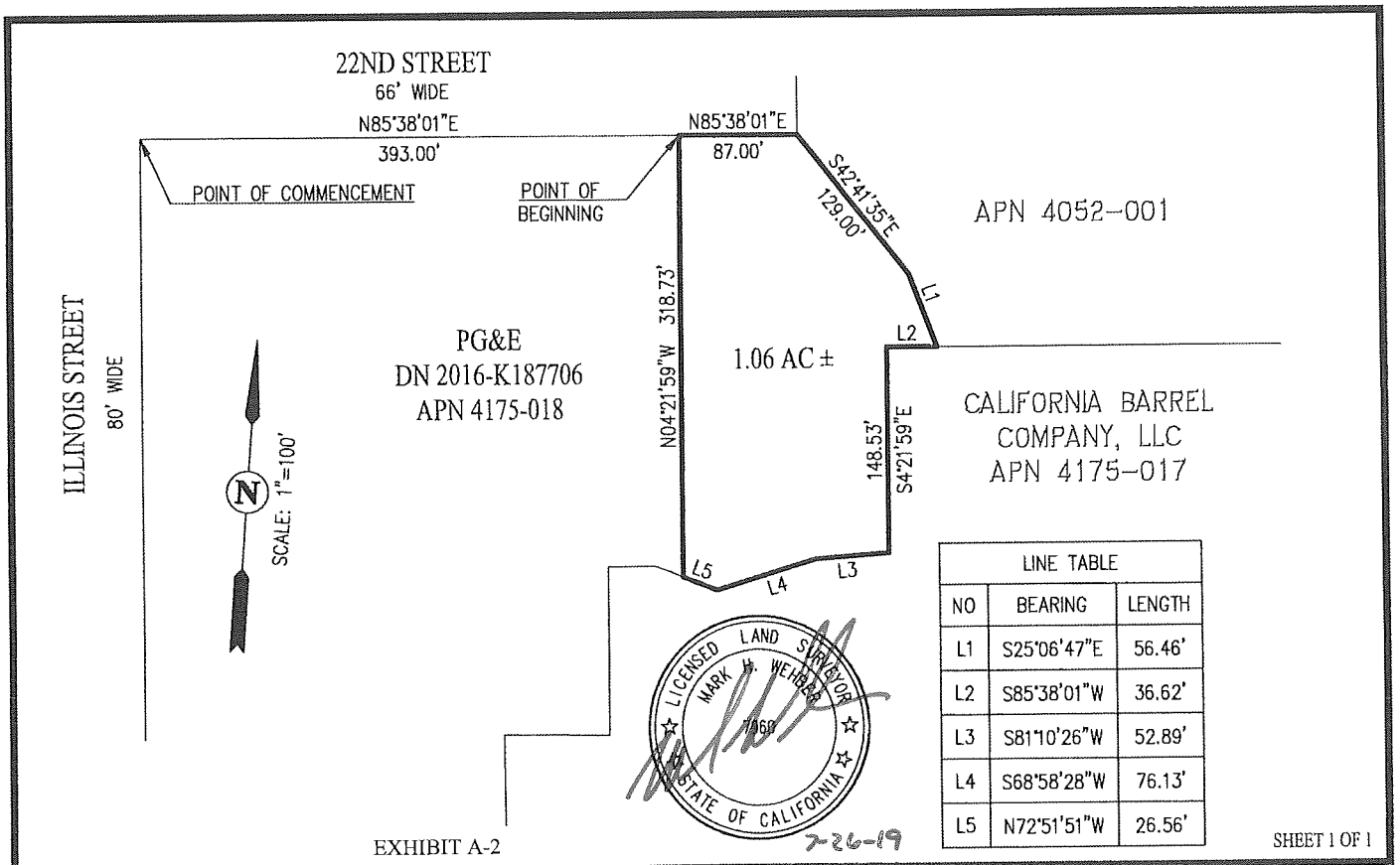
LICENSED LAND SURVEYOR
SABRINA KYLE PACK
No. 8164
STATE OF CALIFORNIA

END OF DESCRIPTION

S. Kyle Pack 10 JAN 2020

SABRINA KYLE PACK P.L.S.
L.S. NO. 8164

Exhibit A-2
PG&E Sub-Area Legal Description



LINE TABLE		
NO	BEARING	LENGTH
L1	S25°06'47"E	56.46'
L2	S85°38'01"W	36.62'
L3	S81°10'26"W	52.89'
L4	S68°58'28"W	76.13'
L5	N72°51'51"W	26.56'

EXHIBIT A-2

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

PORTION OF PG&E PARCEL (APN 4175-018)
POTRERO POWER STATION
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA
JULY 26, 2019

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7/26/2019 10:28 AM

JOB NO. 2747-000

F:\2747-000\ACAD\SURVEY\PLATS\PLAT-005 PG&E PARCEL.DWG

JULY 26, 2019
JOB NO.: 2747-000

EXHIBIT A-2
PROPERTY DESCRIPTION
PORTION OF PG&E PROPERTY (APN 4175-018)
POTRERO POWER STATION
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

REAL PROPERTY, SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JANUARY 14, 2016, AS DOCUMENT NUMBER 2016-K187756 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERN CORNER OF SAID PARCEL OF LAND, SAID POINT BEING THE INTERSECTION OF THE SOUTHERN LINE OF 22ND STREET (66' WIDE) AND THE EASTERN LINE OF ILLINOIS STREET (80' WIDE);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHERN LINE OF SAID PARCEL OF LAND, NORTH 85°38'01" EAST (THE BEARING OF SAID NORTHERN LINE BEING TAKEN AS NORTH 85°38'01" EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 393.00 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID NORTHERN LINE, AND ALONG THE EASTERN LINE OF SAID PARCEL OF LAND, THE FOLLOWING EIGHT (8) COURSES:

1) NORTH 85°38'01" EAST 87.00 FEET,

2) SOUTH 42°41'35" EAST 129.00 FEET,

3) SOUTH 25°06'47" EAST 56.46 FEET,

4) SOUTH 85°38'01" WEST 36.62 FEET,

5) SOUTH 04°21'59" EAST 148.53 FEET,

6) SOUTH 81°10'26" WEST 52.89 FEET,

7) SOUTH 68°58'28" WEST 76.13 FEET, AND

8) NORTH 72°51'51" WEST 26.56 FEET;

JULY 26, 2019
JOB NO.: 2747-000

THENCE, LEAVING SAID EASTERN LINE, NORTH 04°21'59" WEST 318.73 FEET TO SAID POINT OF BEGINNING.

CONTAINING 1.06 ACRES OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

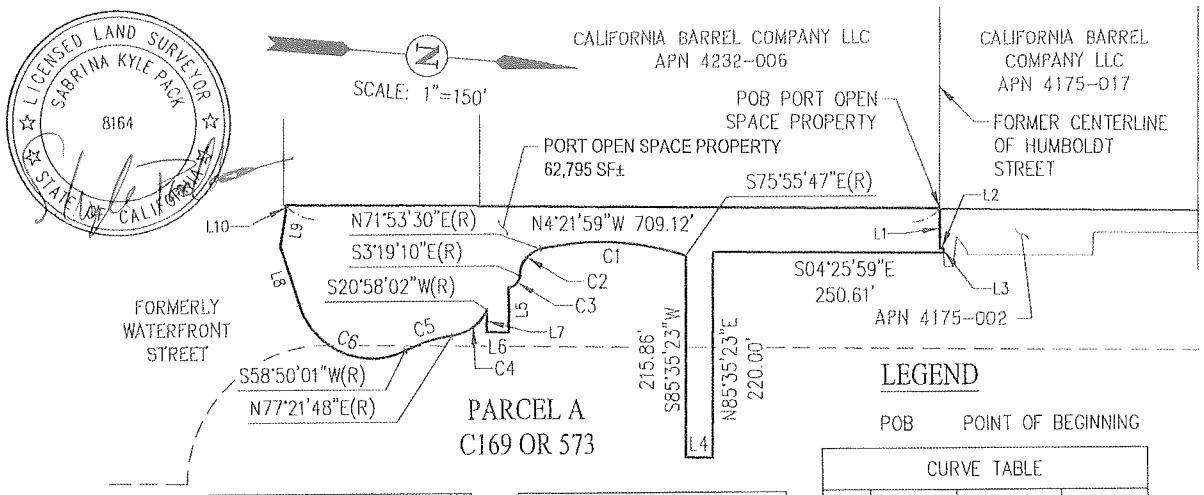
END OF DESCRIPTION

7/26/19

MARK H. WEHBER P.L.S.
L.S. NO. 7960

LICENSED LAND SURVEYOR
MARK H. WEHBER
No. 7960
STATE OF CALIFORNIA

Exhibit A-3
Port Open Space Legal Description



LINE TABLE		
NO	BEARING	LENGTH
L1	N85°38'01"E	42.67'
L2	N04°21'59"W	4.38'
L3	N84°30'01"E	5.00'
L4	S04°24'37"E	29.17'
L5	N85°38'02"E	48.15'

LINE TABLE		
NO	BEARING	LENGTH
L6	S04°20'07"E	23.54'
L7	S85°38'03"W	24.16'
L8	S67°30'28"W	66.81'
L9	N85°19'01"W	38.54'
L10	S85°38'01"W	5.82'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	284.00'	32°10'43"	159.50'
C2	30.00'	75°12'40"	39.38'
C3	13.00'	83°52'35"	19.03'
C4	50.00'	56°23'46"	49.22'
C5	165.00'	18°31'47"	53.36'
C6	82.00'	98°40'27"	141.22'

EXHIBIT A-5

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

PORT OPEN SPACE PROPERTY
POTRERO SITE
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA
SEPTEMBER 20, 2019

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JOB NO. 2747-000

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SEPTEMBER 20, 2019
JOB NO.: 2747-000

EXHIBIT A-5
PROPERTY DESCRIPTION
PORT OPEN SPACE PROPERTY
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

REAL PROPERTY, SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL A, AS SAID PARCEL A IS DESCRIBED IN THAT CERTAIN GRANT DEED TO THE CITY AND COUNTY OF SAN FRANCISCO, RECORDED MAY 14, 1976, IN BOOK C169 OF OFFICIAL RECORDS AT PAGE 573, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE BOUNDARY LINE OF SAID PARCEL A, SAID POINT BEING THE WESTERN TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "140. … S. 85° 40′ W 1.0 FOOT", SAID POINT BEING THE INTERSECTION OF THE CENTERLINE OF FORMER HUMBOLDT STREET (66 FEET WIDE) WITH THE WESTERN LINE OF WATERFRONT STREET (WIDTH VARIES);

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID BOUNDARY LINE OF PARCEL A, THE FOLLOWING THREE (3) COURSES:

1) NORTH 85°38'01" EAST (THE BEARING OF SAID BOUNDARY LINE BEING TAKEN AS NORTH 85°38'01" EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 42.67 FEET,

2) NORTH 04°21'59" WEST 4.38 FEET, AND

3) NORTH 84°30'01" EAST 5.00 FEET;

THENCE, LEAVING SAID BOUNDARY LINE OF PARCEL A, SOUTH 04°25'59" EAST 250.61 FEET;

THENCE, NORTH 85°35'23" EAST 220.00 FEET;

THENCE, SOUTH 04°24'37" EAST 29.17 FEET;

THENCE, SOUTH 85°35'23" WEST 215.86 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 284.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 75°55'47" EAST, THROUGH A CENTRAL ANGLE OF 32°10'43", AN ARC DISTANCE OF 159.50 FEET;

THENCE, ALONG THE ARC OF A COMPOUND 30.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 71°53'30" EAST, THROUGH A CENTRAL ANGLE OF 75°12'40", AN ARC DISTANCE OF 39.38 FEET;

SEPTEMBER 20, 2019
JOB NO.: 2747-000

THENCE, ALONG THE ARC OF A REVERSE 13.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 03°19'10" EAST, THROUGH A CENTRAL ANGLE OF 83°52'35", AN ARC DISTANCE OF 19.03 FEET;

THENCE, NORTH 85°38'02" EAST 48.15 FEET;

THENCE, SOUTH 04°20'07" EAST 23.54 FEET;

THENCE, SOUTH 85°38'03" WEST 24.16 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 50.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 20°58'02" WEST, THROUGH A CENTRAL ANGLE OF 56°23'46", AN ARC DISTANCE OF 49.22 FEET;

THENCE, ALONG THE ARC OF A REVERSE 165.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 77°21'48" EAST, THROUGH A CENTRAL ANGLE OF 18°31'47", AN ARC DISTANCE OF 53.36 FEET;

THENCE, ALONG THE ARC OF A REVERSE 82.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 58°50'01" WEST, THROUGH A CENTRAL ANGLE OF 98°40'27", AN ARC DISTANCE OF 141.22 FEET;

THENCE, SOUTH 67°30'28" WEST 66.81 FEET;

THENCE, NORTH 85°19'01" WEST 38.54 FEET;

THENCE, SOUTH 85°38'01" WEST 5.82 FEET TO A POINT ON SAID BOUNDARY LINE OF PARCEL A;

THENCE, ALONG SAID BOUNDARY LINE OF PARCEL A, NORTH 04°21'59" WEST 709.12 FEET TO SAID POINT OF BEGINNING.

CONTAINING 62,795 SQUARE FEET OF LAND, MORE OR LESS.

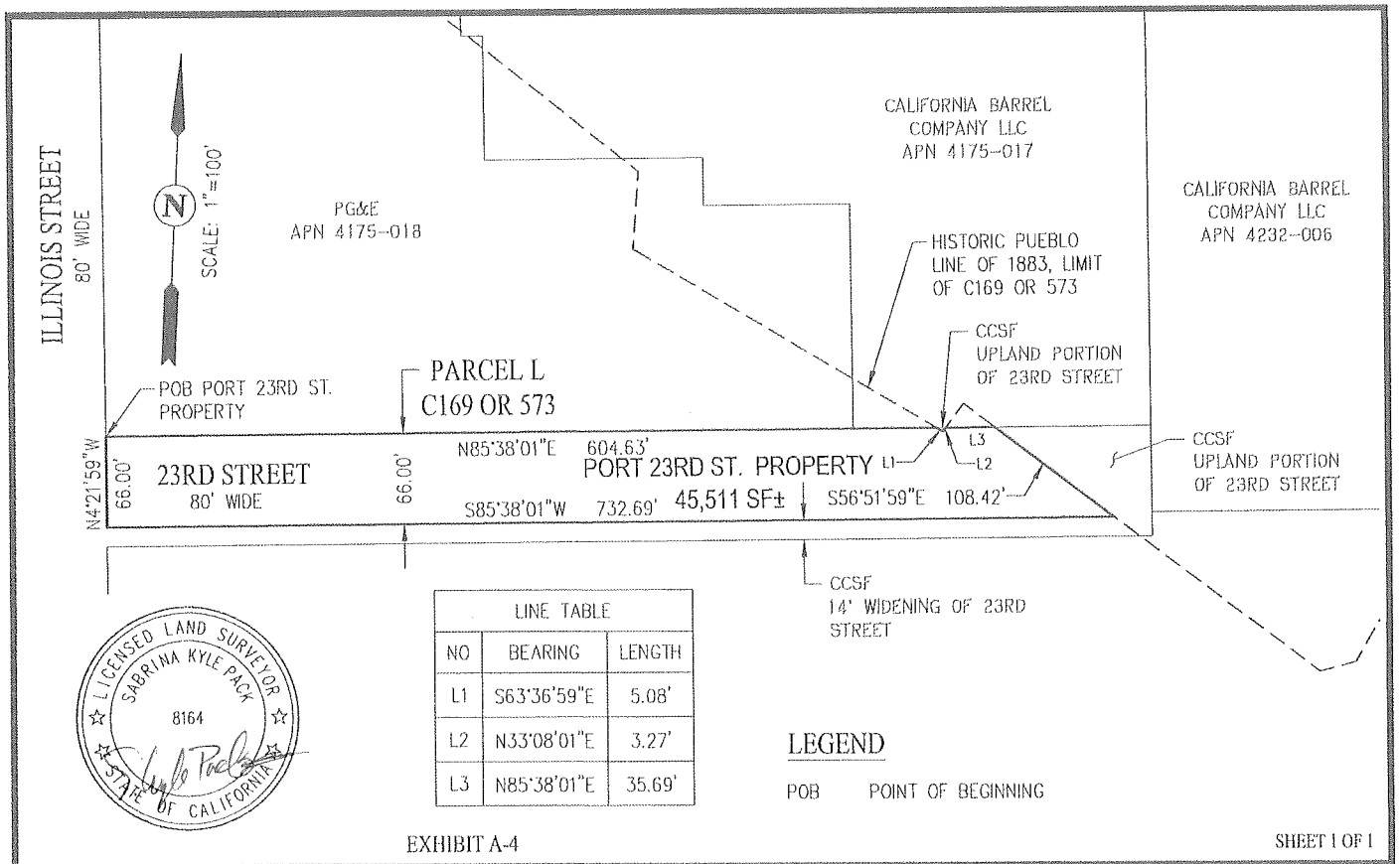
ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE, MADE A PART HEREOF.

END OF DESCRIPTION

LICENSED LAND SURVEYOR
SABRINA KYLE PACK
No. 8164
STATE OF CALIFORNIA

SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

Exhibit A-4
Port 23rd St. Property Legal Description



LINE TABLE		
NO	BEARING	LENGTH
L1	S63°36'59"E	5.08'
L2	N33°08'01"E	3.27'
L3	N85°38'01"E	35.69'

LICENSED LAND SURVEYOR
SABRINA KYLE PACK
8164
STATE OF CALIFORNIA

LEGEND

POB POINT OF BEGINNING

EXHIBIT A-4

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

PORT 23RD ST. PROPERTY
POTRERO SITE
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA
SEPTEMBER 20, 2019

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SEPTEMBER 20, 2019
JOB NO.: 2747-000

EXHIBIT A-4
PROPERTY DESCRIPTION
PORT 23RD ST. PROPERTY
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

REAL PROPERTY, SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL L, AS SAID PARCEL L IS DESCRIBED IN THAT CERTAIN GRANT DEED TO THE CITY AND COUNTY OF SAN FRANCISCO, RECORDED MAY 14, 1976, IN BOOK C169 OF OFFICIAL RECORDS AT PAGE 573, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE BOUNDARY LINE OF SAID PARCEL L, SAID POINT BEING THE NORTHEASTERN CORNER OF 23RD STREET (FORMERLY NEVADA STREET, FORMERLY 66 FEET WIDE), AND ILLINOIS STREET (80 FEET WIDE);

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID BOUNDARY LINE OF PARCEL L, THE FOLLOWING SIX (6) COURSES:

1) ALONG THE NORTHERN LINE OF SAID 23RD STREET, NORTH 85°38'01" EAST (THE BEARING OF SAID NORTHERN LINE BEING TAKEN AS NORTH 85°38'01" EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 604.63 FEET TO A POINT ON THE BOUNDARY LINE OF THE PUEBLO OF SAN FRANCISCO AS SURVEYED BY F. VON LEICHT, U.S. DEPUTY SURVEYOR, IN DECEMBER 1883 AND SHOWN ON "PLAT OF THE PUEBLO LANDS OF SAN FRANCISCO FINALLY CONFIRMED TO THE CITY AND COUNTY OF SAN FRANCISCO", APPROVED MAY 15, 1884;

2) ALONG SAID PUEBLO LINE, THE FOLLOWING TWO (2) COURSES: SOUTH 63°36'59" EAST 5.08 FEET AND

3) NORTH 33°08'01" EAST 3.27 FEET TO SAID NORTHERN LINE OF SAID 23RD STREET,

4) ALONG SAID NORTHERN LINE OF 23RD STREET, NORTH 85°38'01" EAST 35.69 FEET TO A POINT ON SAID PUEBLO LINE,

5) ALONG SAID PUEBLO LINE, SOUTH 56°51'59" EAST 108.42 FEET TO A POINT ON THE SOUTHERN LINE OF SAID 23RD STREET (FORMERLY 66 WIDE), AND

6) ALONG SAID SOUTHERN LINE, SOUTH 85°38'01" WEST 732.69 FEET TO THE EASTERN LINE OF SAID ILLINOIS STREET (80 FEET WIDE);

SEPTEMBER 20, 2019
JOB NO.: 2747-000

THENCE, LEAVING SAID BOUNDARY LINE OF PARCEL F (C169 OR 573), ALONG SAID EASTERN LINE OF ILLINOIS STREET (80 FEET WIDE), NORTH 04°21'59" WEST 66.00 FEET TO SAID POINT OF BEGINNING.

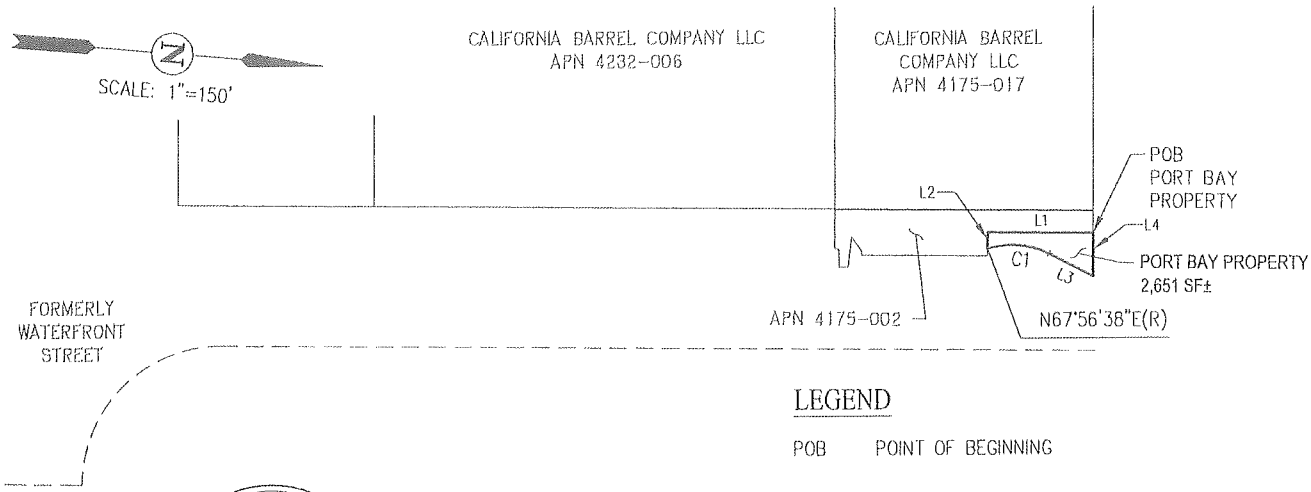
CONTAINING 45,511 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE, MADE A PART HEREOF.

END OF DESCRIPTION

SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

Exhibit A-5
Port Bay Property Legal Description



LEGEND

POB POINT OF BEGINNING

LINE TABLE		
NO	BEARING	LENGTH
L1	S04°21'59"E	113.51'
L2	N86°57'51"E	17.19'
L3	N22°09'26"E	53.51'
L4	S85°38'01"W	46.18'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	88.00'	44°12'48"	67.91'

EXHIBIT A-5

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

PORT BAY PROPERTY
POTRERO SITE
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA
SEPTEMBER 20, 2019

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SEPTEMBER 20, 2019
JOB NO.: 2747-000

EXHIBIT A-5
PROPERTY DESCRIPTION
PORT BAY PROPERTY
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

REAL PROPERTY, SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL A, AS SAID PARCEL A IS DESCRIBED IN THAT CERTAIN GRANT DEED TO THE CITY AND COUNTY OF SAN FRANCISCO, RECORDED MAY 14, 1976, IN BOOK C169 OF OFFICIAL RECORDS AT PAGE 573, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE BOUNDARY LINE OF SAID PARCEL A, SAID POINT BEING THE NORTHERN TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "130. S. 04°20' E., 113.69 FEET";

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID BOUNDARY LINE OF PARCEL A, THE FOLLOWING TWO (2) COURSES:

1) SOUTH 04°21'59" EAST (THE BEARING OF SAID BOUNDARY LINE BEING TAKEN AS SOUTH 04°21'59" EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 113.51 FEET, AND

2) NORTH 86°57'51" EAST 17.19 FEET;

THENCE, LEAVING SAID BOUNDARY LINE OF PARCEL A, ALONG THE ARC OF A NON-TANGENT 88.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 67°56'38" EAST, THROUGH A CENTRAL ANGLE OF 44°12'48", AN ARC DISTANCE OF 67.91 FEET;

THENCE, NORTH 22°09'26" EAST 53.51 FEET;

THENCE, SOUTH 85°38'01" WEST 46.18 FEET TO SAID POINT OF BEGINNING.

CONTAINING 2,651 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE, MADE A PART HEREOF.

END OF DESCRIPTION

S. Kyle Pack

SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

Exhibit A-6
Port Craig Lane Property Legal Description

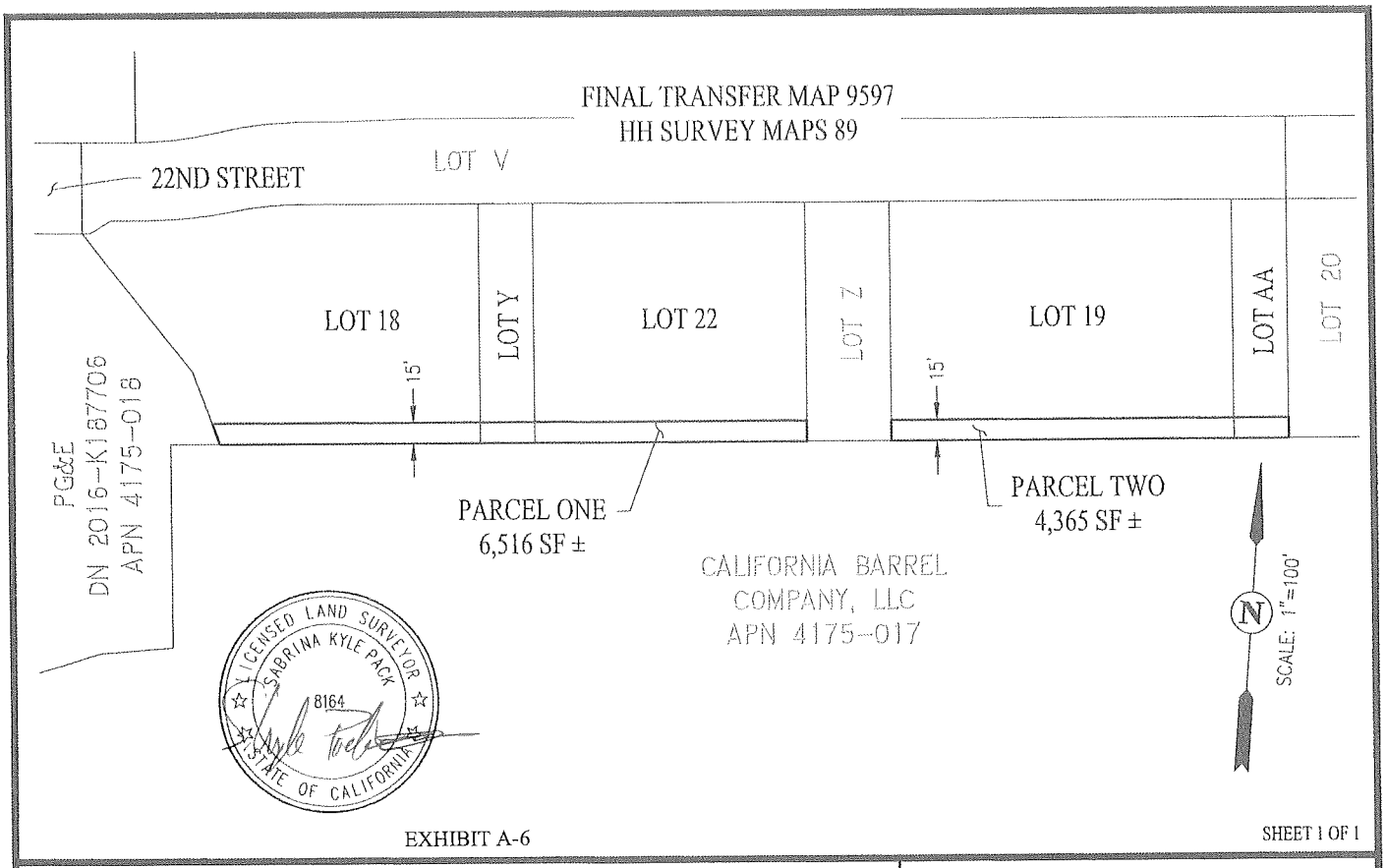

EXHIBIT A-6

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

LEASE AREA - PORT CRAIG LANE
LOTS 18, 19, 22, Y AND AA, FINAL TRANSFER MAP 9597 (HH SURVEY MAPS 89)
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

JULY 29, 2019

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F:\2747-000\ACAD\SURVEY\PLATS\PLAT-006 CRAIG LANE SAN FRANCISCO PORT PARCEL.DWG

JULY 29, 2019
JOB NO.: 2747-000

EXHIBIT A-6

PROPERTY DESCRIPTION

LEASE AREA - PORT CRAIG LANE

LOTS 18, 19, 22, Y AND AA, FINAL TRANSFER MAP 9597 (HH SURVEY MAPS 89)
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

REAL PROPERTY, SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, COMPRISED OF TWO (2) PARCELS, DESCRIBED AS FOLLOWS:

PARCEL ONE

BEING A PORTION OF LOTS 18, 22, AND LOT Y, AS SAID LOTS ARE SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL TRANSFER MAP 9597, RECORDED FEBRUARY 7, 2019, IN BOOK HH OF SURVEY MAPS, AT PAGE 89, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THE SOUTHERN FIFTEEN (15) FEET OF SAID LOTS.

CONTAINING 6,516 SQUARE FEET OF LAND, MORE OR LESS.

PARCEL TWO

BEING A PORTION OF LOT 19 AND LOT AA, AS SAID LOTS ARE SHOWN AND SO DESIGNATED ON SAID FINAL TRANSFER MAP 9597 (HH SURVEY MAPS 89), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THE SOUTHERN FIFTEEN (15) FEET OF SAID LOTS.

CONTAINING 4,365 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

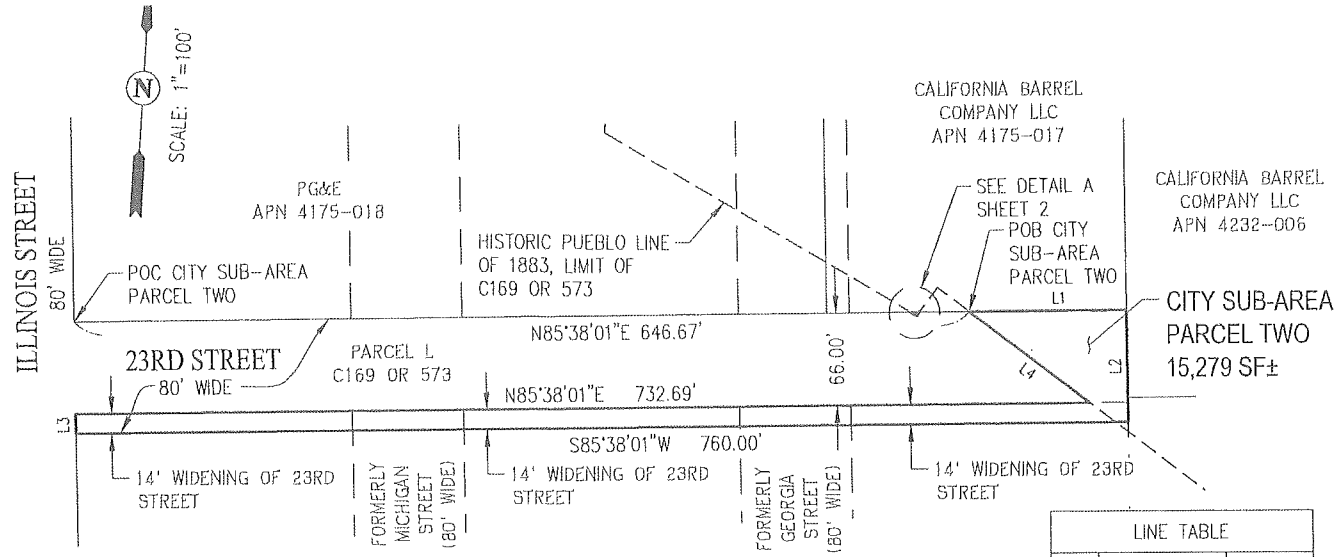
END OF DESCRIPTION

LICENSED LAND SURVEYOR
SABRINA KYLE PACK
No. 8164
STATE OF CALIFORNIA

S. Kyle Pack

SABRINA KYLE PACK P.L.S.
L.S. NO. 8164

Exhibit A-7
City Sub-Area Legal Description



LINE TABLE		
NO	BEARING	LENGTH
L1	N85°38'01"E	113.32'
L2	S04°21'59"E	80.00'
L3	N04°21'59"W	14.00'
L4	N56°51'59"W	108.42'

LICENSED LAND SURVEYOR
SABRINA KYLE PACK
8164
STATE OF CALIFORNIA

LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

EXHIBIT A-7

SHEET 1 OF 2

PLAT TO ACCOMPANY LEGAL DESCRIPTION

CITY SUB-AREA PROPERTY
POTRERO SITE
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA
SEPTEMBER 20, 2019

cbg
SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
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9/20/2019 5:15 PM

JOB NO. 2747-000

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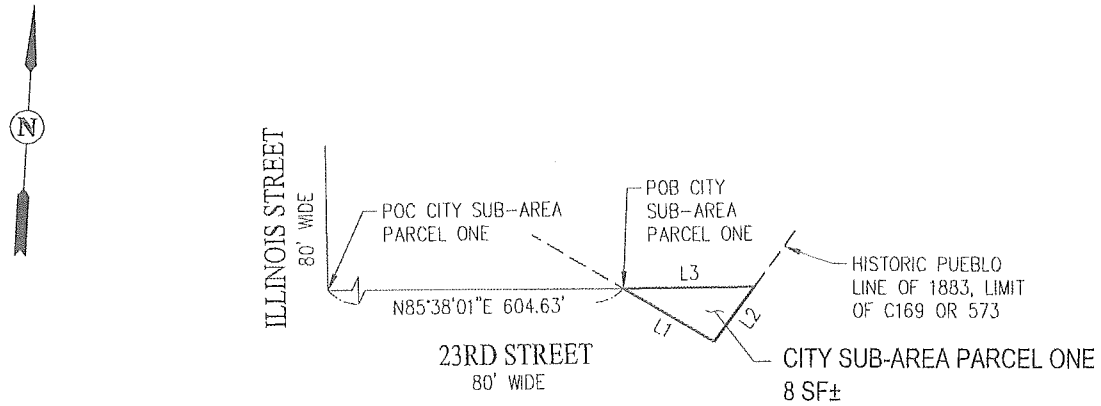

DETAIL A
NOT TO SCALE

LINE TABLE		
NO	BEARING	LENGTH
L1	S63°36'59"E	5.08'
L2	N33°08'01"E	3.27'
L3	S85°38'01"W	6.35'

LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

EXHIBIT A-7

SHEET 2 OF 2

PLAT TO ACCOMPANY LEGAL DESCRIPTION

CITY SUB-AREA PROPERTY
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SEPTEMBER 20, 2019
JOB NO.: 2747-000

EXHIBIT A-7

PROPERTY DESCRIPTION
CITY SUB-AREA PROPERTY
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

REAL PROPERTY, SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, COMPRISED OF TWO (2) PARCELS, DESCRIBED AS FOLLOWS:

CITY SUB-AREA PARCEL ONE

BEING A PORTION OF 23RD STREET (FORMERLY NEVADA STREET, 80 FEET WIDE), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERN CORNER OF SAID 23RD STREET AND ILLINOIS STREET (80 FEET WIDE);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHERN LINE OF SAID 23RD STREET, NORTH 85°38'01" EAST (THE BEARING OF SAID NORTHERN LINE BEING TAKEN AS NORTH 85°38'01" EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 604.63 FEET TO A POINT ON THE BOUNDARY LINE OF THE PUEBLO OF SAN FRANCISCO AS SURVEYED BY F. VON LEICHT, U.S. DEPUTY SURVEYOR, IN DECEMBER 1883 AND SHOWN ON "PLAT OF THE PUEBLO LANDS OF SAN FRANCISCO FINALLY CONFIRMED TO THE CITY AND COUNTY OF SAN FRANCISCO", APPROVED MAY 15, 1884, SAID POINT BEING THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID PUEBLO LINE, THE FOLLOWING TWO (2) COURSES:

1) SOUTH 63°36'59" EAST 5.08 FEET AND

2) NORTH 33°08'01" EAST 3.27 FEET TO SAID NORTHERN LINE OF SAID 23RD STREET;

THENCE, ALONG SAID NORTHERN LINE OF 23RD STREET, SOUTH 85°38'01" WEST 6.35 FEET TO SAID POINT OF BEGINNING.

CONTAINING 8 SQUARE FEET OF LAND, MORE OR LESS.

CITY SUB-AREA PARCEL TWO

BEING A PORTION OF SAID 23RD STREET (FORMERLY NEVADA STREET, FORMERLY 66 FEET WIDE), A PORTION OF THE 14 FOOT WIDENING OF 23RD STREET, AS SHOWN ON THE MAP ENTITLED "MAP SHOWING THE WIDENING OF TWENTY-THIRD STREET FROM THIRD STREET TO ITS EASTERLY TERMINATION", FILED ON JULY 22, 1927, IN BOOK L OF MAPS, AT PAGE 34, IN SAID OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, AND BEING A PORTION

SEPTEMBER 20, 2019
JOB NO.: 2747-000

OF MICHIGAN STREET (80 FEET WIDE) AND GEORGIA STREET (80 FEET WIDE), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERN CORNER OF SAID 23RD STREET (FORMERLY 66 FEET WIDE) AND ILLINOIS STREET (80 FEET WIDE);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHERN LINE OF SAID 23RD STREET, NORTH 85°38'01" EAST (THE BEARING OF SAID NORTHERN LINE BEING TAKEN AS NORTH 85°38'01" EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 646.67 FEET TO A POINT ON SAID PUEBLO LINE, SAID POINT BEING THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID NORTHERN LINE OF 23RD STREET, NORTH 85°38'01" EAST 113.32 FEET TO THE WESTERN LINE OF FORMER LOUISIANA STREET (80 FEET WIDE);

THENCE, ALONG SAID WESTERN LINE, SOUTH 04°21'59" EAST 80.00 FEET TO THE SOUTHERN LINE OF SAID 14 FOOT WIDENING OF 23RD STREET;

THENCE, ALONG SAID SOUTHERN LINE, AND ITS CONNECTING PROLONGATIONS, SOUTH 85°38'01" WEST 760.00 FEET TO THE EASTERN LINE OF SAID ILLINOIS STREET (80 FEET WIDE);

THENCE, ALONG SAID EASTERN LINE, NORTH 04°21'59" WEST 14.00 FEET TO THE NORTHERN LINE OF SAID 14 FOOT WIDENING OF 23RD STREET;

THENCE, ALONG SAID NORTHERN LINE, AND IT'S CONNECTING PROLONGATIONS, NORTH 85°38'01" EAST 732.69 FEET TO A POINT ON SAID PUEBLO LINE;

THENCE, ALONG SAID PUEBLO LINE, NORTH 56°51'59" WEST 108.42 FEET TO SAID POINT OF BEGINNING.

CONTAINING 15,279 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE, MADE A PART HEREOF.

END OF DESCRIPTION

LICENSED LAND SURVEYOR
SABRINA KYLE PACK
No. 8164
STATE OF CALIFORNIA

S. Kyle Pack

SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

Exhibit B
List of Initial Approvals

A. Final approval actions by the City and County of San Francisco Board of Supervisors for the Potrero Power Station Mixed-Use Project

1. Ordinance [_____] (File No. [_____]): (1) Approving a Development Agreement between the City and County of San Francisco and California Barrel Company LLC; (2) waiving or modifying certain provisions of the Administrative Code, Planning Code, Subdivision Code, and Zoning Map; and (3) adopting findings under the California Environmental Quality Act, public trust findings, and findings of consistency with the General Plan and Planning Code priority policies.

2. Ordinance [_____] (File No. [_____]): Amending the Planning Code and the Zoning Maps to establish the Power Station Special Use District and Height and Bulk districts.

3. Ordinance [_____] (File No. [_____]): Amending the General Plan to conform the General Plan with the Potrero Power Station Special Use District.

B. Final and Related Approval Actions of City and County of San Francisco Port Commission (referenced by Resolution number "R No.")

1. R No. [_____]: [_____]: Approving a Lease Agreement between the Port and California Barrel Company LLC.

2. R No. [_____]: [_____]: Adopting findings regarding public trust consistency.

3. R No. [_____]: [_____]: Consenting to a Development Agreement between the City and California Barrel Company LLC.

C. Final and Related Approval Actions of City and County of San Francisco Planning Commission (referenced by Motion Number "M No." or Resolution Number "R No.")

1. M No. [_____]: Certifying the Final Environmental Impact Report for the Potrero Power Station Mixed-Use Development Project.

2. M No. [_____]: Adopting Findings and Statement of Overriding Considerations under the California Environmental Quality Act.

3. R No. [_____]: Recommending to the Board of Supervisors approval of the General Plan Amendments to conform the General Plan to the Potrero Power Station Special Use District.

4. R No. [_____]: Recommending to the Board of Supervisors approval of a Development Agreement between the City and California Barrel Company LLC

5. R No. [_____]: Recommending to the Board of Supervisors approval of amendments to the Planning Code and Zoning Map amendments to establish the Power Station Special Use District and Height and Bulk districts.

6. M No. [_____]: Approving the Potrero Power Station Design for Development.

D. Final and Related Approval Actions of Other City and County of San Francisco Boards, Commissions, and Departments:

1. San Francisco Municipal Transportation Agency (SFMTA) Resolution Number [_____] consenting to a Development Agreement between the City and California Barrel Company LLC, including the Infrastructure Plan; and approving the Interagency Cooperation Agreement.

2. San Francisco Public Utilities Commission (SFPUC) Resolution Number [_____] consenting to a Development Agreement between the City and California Barrel Company LLC, including the Infrastructure Plan; and approving the Interagency Cooperation Agreement.

3. San Francisco Public Utilities Commission (SFPUC) Resolution Numbers 18-0069 and [_____], each approving the water supply assessment for the Potrero Power Station Project.

Exhibit C
Financing Plan

TO BE PROVIDED

Exhibit D
Housing Plan

Exhibit D
Affordable Housing Plan

I. SUMMARY

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.

This Affordable Housing Plan requires that Phase 1 include affordable units built on-site, either by construction of Inclusionary Units or by 100% Affordable Units located on the Project Site.

This Affordable Housing Plan requires an amount of affordable housing that meets or exceeds other recent nearby projects but is notable for doing so without public financing or subsidy. The Potrero Power Station must rely on revenues from office uses constructed by the project to finance the affordable housing requirements of this plan. Accordingly, if approval of "Prop M" office allocations for the Project's office uses does not occur or is delayed, construction of the Project's affordable and market rate housing units may also be delayed.

This Affordable Housing Plan establishes maximum affordability levels for Inclusionary Units and 100% Affordable Units that are consistent with those currently required by Planning Code section 415. Upon full build out of the Project Site (1) the rent for Inclusionary Rental Units and 100% Affordable Units, when combined, must not exceed, on average, a rate that is affordable to Households earning no more than seventy-two percent (72%) of AMI, and (2) the sales price for Inclusionary For-Sale Units and 100% Affordable Units, when combined, must not exceed, on average, a rate that is affordable to Households earning ninety-nine percent (99%) of AMI.

II. DEFINITIONS

The following terms in this Affordable Housing Plan have the meanings given to them below. Initially capitalized and other terms not listed below are defined in the Development Agreement. All references to the Development Agreement include this Affordable Housing Plan.

"**Affordable Housing Conveyance Agreement**" is defined in Section IV(B).

"**Affordable Housing Developer**" means any qualified developer selected by Developer to develop a 100% Affordable Housing Parcel.

"Affordable Housing Proportionality Event" is defined in Section VII(B).

"**AMI**" or "**Area Median Income**" when used in reference to Inclusionary Units and 100% Affordable Units means the current unadjusted median income for the San Francisco area as published by HUD, adjusted solely for Household Size. If HUD ceases to publish the AMI data for San Francisco for eighteen (18) months or more, MOHCD and Developer will make good faith efforts to agree on other publicly available and credible substitute data for AMI.

"**Deferral Surcharge**" is defined in Section VI(D).

"**Developer's Election**" is defined in Section III(A)(2).

"**Developer's Proportionality Election**" is defined in Section VII(D).

"**Development Parcel**" means a parcel described on a Subdivision Map on which a Building will be constructed or rehabilitated.

"**Excusable Delay**" is defined in Section VII(D).

"**Final Affordable Percentage**" is defined in Section III(A)(1).

"**Final Completion of all Residential Projects**" means the date that a First Certificate of Occupancy has been issued for all Residential Units permitted to be developed on the Project Site under the Development Agreement.

"**First Certificate of Occupancy**" shall mean the first certificate of occupancy (such as a temporary certificate of occupancy) issued by DBI for a portion of the building that contains residential units or leasable commercial space. A First Certificate of Occupancy shall not mean a certificate of occupancy issued for that portion of the residential or commercial building dedicated to a sales office or other marketing office for residential units or leasable commercial space.

"**Final Completion Requirements**" are defined in Section III(A)(1).

"**First Construction Document**" means the first building permit, or first addendum to a site permit, for a Building that authorizes its construction to begin, but expressly excludes any construction permit for site preparation (*e.g.,* demolition or relocation of existing structures, excavation and removal of contaminated soils, fill, grading, soil compaction and stabilization, and construction fencing and other security measures).

"**For-Rent**" or "**Rental Unit**" means a Residential Unit that is not a For-Sale Unit.

"**For-Sale**" or "**For-Sale Unit**" means a Residential Unit that is offered for sale, e.g., as a condominium, for individual unit ownership, and then is sold to an individual or Household.

"**Household**" means one or more related or unrelated individuals who live together in a Residential Unit as their primary dwelling.

"**Household Size**" means the number of persons in a Household occupying a Residential Unit as calculated under the MOHCD Manual.

"**Housing Cost**" means (a) with respect to a Rental Unit, a monthly rental charge (including the Utility Allowance applicable to the Household Size of such Rental Unit but excluding parking charges) that does not exceed thirty percent (30%) of the annual gross income of a household earning the maximum AMI percentage permitted for the applicable type of Residential Unit, based upon Household Size; and (b) with respect to a For-Sale Unit, a purchase price determined in accordance with the MOHCD Manual.

"**HUD**" means the United States Department of Housing and Urban Development, or any successor agency.

"**In-Lieu Fee Credit**" is defined in Section VI(C).

"**Inclusionary For-Sale Unit**" means an Inclusionary Unit that is a For-Sale Unit.

"**Inclusionary Rental Unit**" means an Inclusionary Unit that is a Rental Unit.

"**Inclusionary Unit**" means a Residential Unit constructed in a Market-Rate Project, restricted to a Housing Cost under this Affordable Housing Plan.

"**Inclusionary Unit Credit**" is defined in Section V(C).

"**Interim Requirements**" is defined in Section III(A)(2).

"**Marketing and Operations Guidelines**" is defined in Section V(E)(1).

"**Market-Rate For-Sale Project**" means a Market-Rate Project containing For-Sale Units.

"**Market-Rate Parcel**" means a Development Parcel on the Project Site, other than a 100% Affordable Housing Parcel, on which development of residential uses is permitted.

"**Market-Rate Project**" means a Building that contains Market-Rate Units, and potentially Inclusionary Units, and may contain other uses permitted under the SUD.

"**Market-Rate Rental Project**" means a Market-Rate Project containing Rental Units.

"**Market-Rate Unit**" means any Residential Unit constructed within the Project Site that is not restricted to a Housing Cost.

"**Minimum 100% Affordable Unit**" is defined in Section IV(B).

"**MOHCD Manual**" means the San Francisco Affordable Housing Monitoring Procedures Manual, as published by the Mayor's Office of Housing and as updated from time to time, except for any updates or changes that conflict with the requirements of the Development Agreement.

"**New Proportionality Requirement**" is defined in Section VIII.

"**Notice of Special Restrictions**" means a recorded document encumbering a Market-Rate Parcel or a 100% Affordable Housing Parcel as specified in this Affordable Housing Plan.

"**100% Affordable Housing Parcel**" means a Development Parcel that Developer elects to convey to Affordable Housing Developer for construction of a 100% Affordable Housing Project.

"**100% Affordable Housing Project**" means a Building constructed on a 100% Affordable Housing Parcel in which all of the Residential Units are 100% Affordable Units, with the exception of the manager's unit. The inclusion of associated and ancillary uses, such as ground floor retail, child care, social services, parking, or other tenant- serving uses will not affect the designation of the building as a 100% Affordable Housing Project.

"**100% Affordable Parcel Infrastructure**" is defined in Section IV(B).

"**100% Affordable Unit**" means a Residential Unit that is restricted to a Housing Cost and is located within a 100% Affordable Housing Project.

"**100% Affordable Unit Credit**" is defined in Section IV(C).

"**Parking Charge**" means the charge for a Parking Space that is accessory to one or more residential uses on the Project Site.

"**Power Station Affordable Housing In-Lieu Fee**" is defined in Section VI(A).

"**Power Station Proportionality In-Lieu Fee**" is defined in Section VII(D)(1).

"**Proportionality Requirement**" is defined in Section VII(C).

"**Residential Unit**" is a room or suite of two or more rooms designed for residential occupancy for thirty-two (32) consecutive days or more, including provisions for sleeping, eating and sanitation, for not more than one family. Residential Units are Dwelling Units and Group Housing Units as defined by the Planning Code as of the Effective Date.

"**Section 415**" means the City's Inclusionary Affordable Housing Program as of the Effective Date (Planning Code sections 415 and 415.1 through 415.11).

"**Substantially Complete" or "Substantially Completed**" means, with respect to any Residential Unit, that a First Certificate of Occupancy has been issued for such Residential Unit; or, for any 100% Affordable Housing Unit, Developer has obtained one (1) 100% Affordable Housing Unit Credit.

"**Utility Allowance**" means a dollar amount determined in a manner acceptable to the California Tax Credit Allocation Committee, which may include an amount published periodically by the San Francisco Housing Authority or successor based on standards established by HUD, for the cost of basic utilities for Households, adjusted for Household Size. If both the San Francisco Housing Authority and HUD cease publishing a Utility Allowance, then Developer may use another publicly available and credible dollar amount approved by MOHCD.

III. HOUSING DEVELOPMENT

A. Housing Development

1. Residential Development at Full Build-Out

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**");

- any Inclusionary Rental Units and 100% Affordable Units, taken together, shall be restricted, on average, to a Housing Cost that is affordable to Households earning not more than seventy-two percent (72%) of AMI; and,

- any Inclusionary For-Sale Units and 100% Affordable Units, taken together, shall be restricted, on average, to a Housing Cost that is affordable to Households earning not more than ninety-nine percent (99%) of AMI.

2. Interim Requirements

Developer shall determine whether certain Buildings will contain Inclusionary Units, and the Housing Cost of those Inclusionary Units, so long as Developer meets the following "**Interim Requirements**":

- when all Residential Units within the first Development Phase are Substantially Complete, the sum of all earned Inclusionary Unit Credits, 100% Affordable Unit Credits, and In-Lieu Fee Credits must not be less than 30% of the sum of all Substantially Complete Residential Units delivered as part of the first Development Phase;

- when all Residential Units within the first Development Phase are Substantially Complete, Developer shall have Substantially Completed Inclusionary Units or 100% Affordable Units.

- when all Residential Units within each Development Phase other than the first Development Phase are Substantially Complete, the sum of all Inclusionary Unit Credits, 100% Affordable Unit Credits, and In-Lieu Fee Credits earned by Developer within all Development Phases must not be less than 30% of the sum of all Substantially Complete Residential Units;

- when all Residential Units within a Development Phase other than the first and second Development Phase are Substantially Complete, the sum of all

Inclusionary Unit Credits and 100% Affordable Unit Credits must not be less than 5% of the sum of all Substantially Complete Residential Units;

For example, if in Development Phase 3, Developer has Substantially Completed 877 Residential Units, then Developer meets the Interim Requirements if (i) Developer has obtained one hundred (100) Inclusionary Unit Credits within Development Phase 3, all of those credits are for Rental Units, and Developer has obtained one hundred sixty-three (163) 100% Affordable Units Credits or one hundred sixty-three (163) In-Lieu Fee Credits.

Prior to the Planning Department's approval of the first site or building permit for any Market-Rate Project, Developer shall specify the number of Inclusionary Units proposed within such Market-Rate Project (if any), and/or whether Developer would obtain any In-Lieu Fee Credits, and/or 100% Affordable Unit Credits for such Market Rate Project ("**Developer's Election**"). A Notice of Special Restrictions describing Developer's Election shall be recorded prior to the issuance of the First Construction Document for such Market-Rate Project. The Planning Department shall not approve the First Construction Document for such Market-Rate Project if Developer's Election could cause the Project to violate the Final Completion Requirements or the Interim Requirements. For purposes of clarity, any Inclusionary Unit Credits, 100% Affordable Unit Credits, and/or In-Lieu Fee Credits obtained by Developer in satisfaction of the Proportionality Requirement described in Section VII shall also satisfy the Interim Requirements and the Final Completion Requirements.

B. Housing Data Table

Each Development Phase application shall include a housing data table and map containing the following information:

- an estimate, based on then-current market conditions, of the number of Residential Units to be constructed in the current Development Phase including the number of Inclusionary Units and 100% Affordable Units, the number of 100% Affordable Unit and/or In-Lieu Fee Credits to be obtained within such Development Phase, and, to the extent known, the anticipated housing tenure (Rental Units vs. For-Sale Units);

- the number of Residential Units anticipated to be constructed in all prior Development Phases for which Developer has obtained a Tentative Subdivision Map approval but for which the City has not issued a First Certificate of Occupancy;

- the number of Residential Units in all prior Development Phases for which the City has issued a First Certificate of Occupancy and the proposed housing tenure (Rental Units vs. For-Sale Units) of those Residential Units;

- the sum of the following taken as a percentage of the total Residential Units delivered by all Development Phases as of the date of the applicable housing data table and map submittal: (a) the Inclusionary Units for which a First Certificate of Occupancy has been issued, (b) the 100% Affordable Units for which a First

Certificate of Occupancy has been issued; (d) the number of In-Lieu Fee Credits obtained by Developer; and (e) the number of 100% Affordable Unit Credits obtained by Developer; and,

- the average AMI calculated separately for Rental Projects and For-Sale Projects for (i) any 100% Affordable Units that have obtained a First Certificate of Occupancy as of the date of the applicable housing data table and map, (ii) all Inclusionary Units that have obtained a First Certificate of Occupancy as of the date of the applicable housing data table and map; and (iii) the AMI levels for 100% Affordable Units and Inclusionary Units that do not have a First Certificate of Occupancy but for which a Notice of Special Restrictions has been recorded.

IV. 100% AFFORDABLE HOUSING PARCELS

A. Conveyance to Affordable Housing Developer

Developer may elect to convey one or more 100% Affordable Development Parcels to one or more Affordable Housing Developers for the development of one or more 100% Affordable Housing Projects. Any 100% Affordable Housing Parcel may be located on the Project Site or within 0.5 miles of the Project Site. Developer shall receive credit in accordance with this Section IV for the 100% Affordable Units towards the Final Completion Requirements and the Interim Requirements.

B. Affordable Housing Conveyance Agreement

Developer shall convey to Affordable Housing Developer the 100% Affordable Housing Parcel (either in fee or ground lease) pursuant to a written conveyance or option agreement (an "**Affordable Housing Conveyance Agreement**") under which, among other things, Developer and Affordable Housing Developer will covenant and agree that:

- Developer shall convey the 100% Affordable Housing Parcel to Affordable Housing Developer at no cost, excluding payment of customary transaction costs;

- the Affordable Housing Developer shall construct and obtain a First Certificate of Occupancy for a minimum number of 100% Affordable Units to be set forth in such Affordable Housing Conveyance Agreement (each unit, a "**Minimum 100% Affordable Unit**");

- Developer shall pay (or cause to be paid) any difference between the actual construction cost of the 100% Affordable Housing Project and the funds otherwise available to Affordable Housing Developer for such project;

- Affordable Housing Developer shall rent or sell, as applicable, the 100% Affordable Units at a Housing Cost for the life of the Affordable Housing Project; and,

- Developer shall perform one or more of the following with respect to each Affordable Housing Parcel:

- Substantially Complete (or cause the Substantial Completion of) all Horizontal Improvements (whether Public Improvements or Privately-Owned Community Improvements) required to serve the 100% Affordable Parcel and located within the Development Phase in which the 100% Affordable Parcel is situated (the "**100% Affordable Parcel Infrastructure**"); or,

- provide appropriate guarantees, bonds, and/or public improvement agreements reasonably acceptable to City to secure Substantial Completion of the 100% Affordable Parcel Infrastructure.

- If Affordable Housing Developer does not obtain Temporary Certificate of Occupancy for the 100% Affordable Housing Project contemplated by the Affordable Housing Conveyance Agreement within ten (10) years of the execution of the Affordable Housing Conveyance Agreement, subject to Excusable Delay, all right, title, and interest to the parcel subject to the Affordable Housing Conveyance Agreement and any improvements and personal property thereon shall revert to Developer.

- If no Temporary Certificate of Occupancy has been issued for the 100% Affordable Housing Project contemplated by the Affordable Housing Conveyance Agreement by the completion of the Term of the Development Agreement, subject to Excusable Delay, all right, title, and interest to the parcel subject to the Affordable Housing Conveyance Agreement and any improvements and personal property thereon shall revert to the City.

Developer shall have the right to execute an Affordable Housing Conveyance Agreement with Affordable Housing Developer. Developer shall provide not less than ten (10) Business Days' notice to the City before any anticipated execution of an Affordable Housing Conveyance Agreement. Without limiting Developer's right to execute an Affordable Housing Conveyance Agreement with Affordable Housing Developer, the final Affordable Housing Conveyance Agreement shall be subject to the review of the Planning Director to confirm Affordable Housing Conveyance Agreement meets the requirements of this Section IV(B). The Planning Director shall grant (through execution of the provided Affordable Housing Conveyance Agreement in the space provided therefor and delivery of same to the Developer that provided same) or withhold confirmation (or approval of any such material changes) within fifteen (15) Business Days after the Planning Director's receipt of the Affordable Housing Conveyance Agreement. Failure to grant or withhold such confirmation (or approval) in accordance with the foregoing within such period shall be deemed confirmation (or approval), provided that Developer shall have first provided notice of such failure and a three (3) Business Day opportunity to cure and such notice shall prominently indicate that failure to act shall be deemed to be confirmation (or approval).

C. 100% Affordable Unit Credits

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.

D. No Other Developer Obligations

Developer's sole obligations with respect to development of 100% Affordable Housing Projects are those set forth in this Section IV and any Affordable Housing Conveyance Agreement. Nothing in this Affordable Housing Plan requires Developer to contribute funds to MOHCD to complete the 100% Affordable Housing Projects.

V. INCLUSIONARY HOUSING REQUIREMENTS

A. Market-Rate Projects

Developer may elect to provide Inclusionary Units within one or more Market-Rate Projects. Within any such Market-Rate Project, there will be no minimum number of Inclusionary Units so long as the Interim Requirements and Final Completion Requirements are met.

B. Financing

Developer is responsible for financing the development of the Inclusionary Units included within Market-Rate Projects and may access financing sources, including sources of below market rate housing financing, to the extent the Market-Rate Project qualifies for any such available financing. Developer is permitted under this Affordable Housing Plan to use public financing sources for Inclusionary Units, notwithstanding the provisions of Section 415. The City has no obligation to provide any funding to construct any Inclusionary Units under this Affordable Housing Plan.

C. Inclusionary Unit Credits

Upon issuance of a First Certificate of Occupancy for each Inclusionary Unit, Developer shall receive one "**Inclusionary Unit Credit**".

D. Procedures for Monitoring and Enforcement

Subject to this Section V, procedures for renting or selling an Inclusionary Unit must conform to the City and County of San Francisco Inclusionary Affordable Housing Program Monitoring and Procedures Manual, as amended from time to time (the "**MOHCD Manual**"). To the extent that the MOHCD Manual as it may be amended from time to time) is inconsistent with or conflicts with the specific requirements of this Affordable Housing Plan, this Affordable Housing Plan will prevail. Notwithstanding any future change to the MOHCD Manual: (a) Developer may situate the Inclusionary Units in the Market-Rate Project in accordance with Zoning Administrator Bulletin 10 (Designation Priorities for the Inclusionary Affordable Housing Program); and, (B) Affordable Housing Developer may construct accessory residential parking in the amounts permitted by the Design for Development on the 100% Affordable Housing Parcel. Developer shall have no obligation to construct or otherwise provide or make available accessory parking for any 100% Affordable Housing Project.

E. Marketing

1. Generally

Developer may not market or rent Market Rate or Inclusionary Units in Buildings containing Inclusionary Units until MOHCD has approved, in its reasonable discretion, the following: (i) Marketing and Operations Guidelines, which must include any preferences required by the MOHCD Manual and/or this Affordable Housing Plan; (ii) conformity of the proposed Housing Cost for Inclusionary Units with this Affordable Housing Plan; and (iii) project-specific eligibility and income qualifications for tenant Households (collectively, "**Marketing and Operations Guidelines**").

2. Marketing and Operations Guidelines

After the City notifies MOHCD of the recordation of a Final Subdivision Map that will allow development within the first Development Phase, Developer shall commence to develop and diligently pursue completion of area- or project-wide Marketing and Operations Guidelines for each Market-Rate Project with Inclusionary Units within the Project Site. MOHCD will review and grant or withhold its approval of each set of Marketing and Operations Guidelines in its reasonable judgment within thirty (30) days after it is delivered. All marketing, outreach and sales or lease procedures shall be in compliance with the MOHCD Manual, except to the extent a deviance is approved by MOHCD as part of the Marketing and Operations Guidelines or is required to implement the requirements of Section V(E)(5).

3. Notice of Special Restrictions

Each Notice of Special Restrictions for a Market-Rate Project with Inclusionary Units must include the following:

- the total number of Residential Units and the number and location of the Inclusionary Units to be built in the Market-Rate Project, with the maximum AMI level for each Inclusionary Unit;

- a requirement to provide and maintain the Inclusionary Units at the specified AMI levels for the life of the Market-Rate Project;

- for Rental Units, a covenant to keep the Inclusionary Units as Rental Units for the life of the Market-Rate Rental Project;

- the City as a third-party beneficiary, with the right to enforce the restrictions and receive attorneys' fees and costs in any enforcement action; and,

- If the Inclusionary Unit will be leased to the Homeless Prenatal Program, the requirements of Section V(E)(5).

4. Planning Code Section 415

Due to the detail set forth in this Affordable Housing Plan, and the differences between the City's inclusionary program under Section 415 and this Affordable Housing Plan, the Parties have not imposed all of the requirements of Section 415 into this Affordable Housing Plan. However, the Parties acknowledge and agree that (i) all Inclusionary Units and 100% Affordable Units will be subject to the lottery system established by MOHCD under Section 415 (except those master leased to the Homeless Prenatal Program as set forth in Section V(E)(5) of this Affordable Housing Plan), (ii) MOHCD will monitor and enforce the requirements applicable to Inclusionary Units under this Section V in accordance with Planning Code Section 415.9, except that all references to Section 415 will be deemed to refer to the requirements under this Affordable Housing Plan, (iii) the location of the Inclusionary Units within a Market-Rate Project shall be approved by the City in accordance with the standards of Zoning Administrator Bulletin 10 (Designation Priorities for the Inclusionary Affordable Housing Program), and (iv) to the extent there are implementation issues that have not been addressed in this Affordable Housing Plan, then the provisions of Section 415 and the MOHCD Manual shall govern and control such issues.

5. Homeless Prenatal Program

Developer may elect that up to eighteen (18) Inclusionary Units per Development Phase (and not more than thirty-six (36) Inclusionary Units in total for all Development Phases) may be exempt from the lottery system established by MOHCD under Section 415, and Developer may lease those Inclusionary Units directly to the nonprofit organization the Homeless Prenatal Program or its successor nonprofit organization. The Homeless Prenatal Program shall sublease those Inclusionary Units to Households served by the Homeless Prenatal Program. If MOHCD determines in its reasonable discretion that the Homeless Prenatal Program becomes unable to reasonably administer the subleasing of the designated Inclusionary Units to its Households, or if the Homeless Prenatal Program chooses not to use the designated Inclusionary Units, or otherwise ceases operations, Developer shall lease the Inclusionary Units subject to MOHCD's lottery system.

VI. POWER STATION AFFORDABLE HOUSING FEE

A. Payment of Power Station Affordable Housing In-Lieu Fee

Developer may elect to pay an affordable housing fee (the "**Power Station Affordable Housing In-Lieu Fee**") to satisfy a portion of the Project's overall affordable housing requirements. The Power Station Affordable Housing In-Lieu Fee rate will be adjusted annually in accordance with Planning Code section 409(b) (as section 409(b) is in effect as of the Effective Date), based on the Annual Infrastructure Construction Cost Inflation Estimate (AICCIE) published by Office of the City Administrator's Capital Planning Group and approved by the Capital Planning Committee. In the event of any inconsistencies regarding the collection of fees under Section 415 and this Affordable Housing Plan, then this Affordable Housing Plan will prevail.

B. Calculation and Timing of Power Station Affordable Housing In-Lieu Fee

The initial Power Station Affordable Housing In-Lieu Fee rate will be one hundred ninety-nine dollars and fifty cents ($199.50) per square foot, payable on 100% of the Gross Floor Area of each Market Rate Unit for which Developer elects to pay the Power Station Affordable Housing In-Lieu Fee.

C. In-Lieu Fee Credits

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.

D. Payment of Fee

The City will collect the Power Station Affordable Housing In-Lieu Fee from Developer as a condition to issuance of the First Construction Document for each Market-Rate Project for which Developer has elected to pay the Power Station Affordable Housing In-Lieu Fee; provided, however, if then permitted under Section 415, Developer may elect to defer payment of the Power Station Affordable Housing In-Lieu Fee to a due date prior to the issuance of the First Certificate of Occupancy subject to payment of any deferral surcharge then required by Section 415 (the "**Deferral Surcharge**"). The rate of the Power Station Affordable Housing In-Lieu Fee shall be that in effect at the time that the Design Review Application for such Building was submitted by Developer to the City. The Power Station Housing In-Lieu Fee and the Deferral Surcharge, if applicable, shall be payable to DBI's Development Fee Collection Unit. MOHCD shall use all Power Station Affordable Housing In-Lieu Fees collected by the City for affordable housing within Supervisorial District 10, including rehabilitation, stabilization, and new construction, as determined by MOHCD.

VII. NON-RESIDENTIAL TO RESIDENTIAL PROPORTIONALITY REQUIREMENT

A. Intent

The City has asked for assurance that affordable housing will be provided in proportion to office and life science development on the Project Site. To this end, as further specified in this Section VII, in addition to meeting the Interim Requirements and the Final Affordable Percentage, Developer shall have earned a certain number of Inclusionary Unit Credits, In-Lieu Fee Credits, and 100% Affordable Unit Credits within specified periods of time after certain amounts of Gross Floor Area of Office or Life Science uses (as such uses are defined in the Design for Development) are constructed on the Project Site.

B. Affordable Housing Proportionality Event

The City's issuance of a First Certificate of Occupancy for any Building that causes the total cumulative area of Office or Life Science uses on the Project Site to equal or exceed Five Hundred Thousand (500,000) square feet of Gross Floor Area, One Million (1,000,000) square feet of Gross Floor Area, or One Million Five Hundred Thousand (1,500,000) square feet of Gross Floor Area, respectively, shall be termed an "**Affordable Housing Proportionality Event**". Upon full build out of the Project as described in the Initial Approvals, up to three Affordable Housing Proportionality Events would occur.

Upon occurrence of an Affordable Housing Proportionality Event, Developer shall earn or have earned the number of Inclusionary Unit Credits, In-Lieu Fee Credits, and 100% Affordable Unit Credits required by this Section, within the timeframes described in this Section.

Developer shall have the right to transfer the obligations under this Section VII subject to the prior written consent of the City, which consent will not be unreasonably withheld, conditioned or delayed. In determining the reasonableness of any consent or failure to consent, the City shall consider whether the proposed transferee has sufficient development experience and creditworthiness to perform the obligations to be transferred. Accordingly, the City may request information and documentation from the transferee to complete such determination.

C. Proportionality Requirement

Upon occurrence of an Affordable Housing Proportionality Event, Developer shall be required to earn or have earned a certain number of Inclusionary Unit Credits, In-Lieu Fee Credits, and/or 100% Affordable Unit Credits per each one (1) square foot of the Five Hundred Thousand (500,000) square feet of Gross Floor Area that caused the Affordable Housing Proportionality Event. Specifically, Developer shall earn or have earned 0.000256 of an Inclusionary Unit Credit, In-Lieu Fee Credit, or 100% Affordable Unit Credit for each one (1) square foot of the 500,000 square feet of Gross Floor Area of Office use causing the Affordable Housing Proportionality Event, and/or 0.000168 of an Inclusionary Unit Credit, In-Lieu Fee Credit, or 100% Affordable Unit Credit for each one (1) square foot of the 500,000 square foot of Gross Floor Area of Life Science use causing the Affordable Housing Proportionality Event (the "**Proportionality Requirement**"). Developer shall not be required to earn credits for more than 500,000 square feet

of Gross Floor Area upon each Affordable Housing Proportionality Event. Any Inclusionary Unit Credits, In-Lieu Fee Credits, and 100% Affordable Unit Credits earned by Developer prior to the Affordable Housing Proportionality Event shall be counted towards Developer's satisfaction of the Proportionality Requirement. All Inclusionary Unit Credits, In-Lieu Fee Credits, and 100% Affordable Unit Credits earned by Developer to satisfy the Proportionality Requirement shall also count towards satisfaction of the Interim Requirements and the Final Completion Requirements.

For example, if the Affordable Housing Proportionality Event occurs due to the issuance of a First Certificate of Occupancy for a Building that causes the total cumulative area of Office or Life Science uses on the Project Site to be Six Hundred and Fifty Thousand (650,000) square feet of Gross Floor Area, Developer shall earn or have earned credits in the amount described above for each one (1) square foot of the 500,000 square feet of Gross Floor Area. If such 500,000 square feet of Gross Floor Area is entirely Office use, then Developer shall earn or have earned a total of One Hundred Twenty-Eight (128) Inclusionary Unit Credits, In-Lieu Fee Credits, or 100% Affordable Unit Credits to satisfy the Proportionality Requirement. If such event instead occurs due to the construction of 250,000 square feet of Gross Floor Area of Office use and 250,000 square feet of Gross Floor Area of Life Science use, Developer shall earn or have earned a total of One Hundred and Six (106) Inclusionary Unit Credits, In-Lieu Fee Credits, or 100% Affordable Unit Credits to satisfy the Proportionality Requirement.

D. Developer's Election of Credits

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).

Developer shall have obtained the number of Inclusionary Unit Credits, In-Lieu Fee Credits, or 100% Affordable Unit Credits identified in Developer's Proportionality Election within the timeframes described in Sections VII(D)(1)-(3); provided, however that in the event of civil commotion, war, acts of terrorism, disease or medical epidemics, flooding, fire, acts of God that substantially interfere with carrying out the Project or any portion thereof or with the ability of Developer to perform its obligations under the Proportionality Requirement (whether as a general matter and not specifically tied to Developer) ("**Excusable Delay**"), the Parties agree to extend the time periods for performance of Developer's obligations impacted by the Excusable Delay. In the event that an Excusable Delay occurs, Developer shall notify the City in writing of such occurrence and the manner in which such occurrence substantially interferes with satisfying the Proportionality Requirement or the ability of Developer to perform under this Housing Plan. In the event of the occurrence of any such Excusable Delay, the time or times for performance of the obligations of Developer under Sections VII(D)(1)-(3) will be extended for the period of the Excusable Delay if Developer cannot, through commercially reasonable and diligent efforts, make up for the Excusable Delay within the time period remaining before the applicable completion date; provided, however, within thirty (30) days after the beginning of any such Excusable Delay,

Developer shall have first notified City of the cause or causes of such Excusable Delay and claimed an extension for the reasonably estimated period of the Excusable Delay. In the event that Developer stops any work as a result of an Excusable Delay, Developer must take commercially reasonable measures to ensure that the affected real property is returned to a safe condition and remains in a safe condition for the duration of the Excusable Delay.

1. Performance Schedule for In-Lieu Fee Credits

Developer shall receive one (1) In-Lieu Fee Credit for each One Hundred Ninety-Nine Thousand and Five Hundred Dollars ($199,500) paid as the "**Power Station Proportionality In-Lieu Fee**." The Power Station Affordable Housing Proportionality In-Lieu Fee rate will be adjusted annually in accordance with Planning Code section 409(b) (as section 409(b) is in effect as of the Effective Date), based on the Annual Infrastructure Construction Cost Inflation Estimate (AICCIE) published by Office of the City Administrator's Capital Planning Group and approved by the Capital Planning Committee. Developer shall pay the Power Station Proportionality In-Lieu Fee for Developer's elected number of Lieu Fee Credits within thirty (30) days of Developer's Proportionality Election. The Power Station Proportionality In-Lieu Fee shall be payable to DBI's Development Fee Collection Unit. MOHCD shall use all Power Station Affordable Housing In-Lieu Fees collected by the City for affordable housing within Supervisorial District 10, including rehabilitation, stabilization, and new construction, as determined by MOHCD.

2. Performance Schedule for 100% Affordable Unit Credits

Developer shall have obtained its elected number of 100% Affordable Unit Credits within thirty (30) days of Developer's Proportionality Election. Developer may earn 100% Affordable Unit Credits as described in Section IV of this Affordable Housing Plan.

3. Performance Schedule for Inclusionary Unit Credits

Developer shall have obtained its elected number of Inclusionary Unit Credits within three (3) years of Developer's Proportionality Election. Developer may earn Inclusionary Unit Credits as described in Section V of this Affordable Housing Plan, or, at Developer's election, shall earn an Inclusionary Unit Credit for each Inclusionary Unit on the Project Site located in a Market-Rate Project that Commenced Construction and for which the City has issued a First Construction Document.

E. Proportionality Requirement Remedies

If Developer fails to obtain its elected number of In-Lieu Fee Credits, 100% Affordable Unit Credits, or Inclusionary Units Credits within the timeframes described in Section VII(D)(1)-(3), then, subject to the Parties' obligations under Article 9 of the Development Agreement, the City shall have the following remedies in addition to those described in Section 9.4 of the Development Agreement.

1. Failure to Timely Obtain In-Lieu Fee Credits

In the event of a Dcfault of Developer to obtain the number of In-Lieu Fee Credits described in Developer's Proportionality Election by the timeframe specific in Section VII(D)(1),

Developer shall be liable to pay the In-Lieu Fee Liquidation Amount. The City shall have the right to withhold a First Certificate of Occupancy: (a) from Developer if such Developer is in Default of its obligation to pay such In-Lieu Fee Liquidation Amount, and (b) from Affiliates of such Developer, until such time that such Developer in each case has paid the In-Lieu Fee Liquidation Amount, at which time the City shall immediately continue to process such withheld First Certificate of Occupancy.

The In-Lieu Fee Liquidation Amount shall be equal to the amount of the Power Station Proportionality In-Lieu Fee owed by Developer, plus thirty (30) percent per annum from the date that payment of the Power Station Proportionality In-Lieu Fee was due under Section VII(D)(1). The In-Lieu Fee Liquidation Amount shall be payable to DBI's Development Fee Collection Unit and shall increase by CPI annually until paid. MOHCD shall use any In-Lieu Fee Liquidation Amount collected by the City for affordable housing within Supervisorial District 10, including rehabilitation, stabilization, and new construction, as determined by MOHCD.

2. Failure to Timely Obtain 100% Affordable Unit Credits

In the event of a Default of Developer to obtain the number of 100% Affordable Unit Credits described in Developer's Proportionality Election by the timeframe specific in Section VII(D)(2), Developer shall be liable to pay the 100% Affordable Unit Liquidation Amount. The City shall have the right to withhold a First Certificate of Occupancy: (a) from Developer if such Developer is in Default of its obligation to pay such 100% Affordable Unit Liquidation Amount, and (b) from Affiliates of such Developer, until such time that such Developer has paid the 100% Affordable Unit Liquidation Amount, or such Developer earns the number of 100% Affordable Unit Credits described in Developer's Proportionality Election, at which time the City shall immediately continue to process such withheld First Certificate of Occupancy.

The 100% Affordable Unit Liquidation Amount shall be equal to the number of 100% Affordable Unit Credits owed by Developer x two (2) x the then applicable Power Station Proportionality In-Lieu Fee (as adjusted annually). The 100% Affordable Unit Liquidation Amount shall be payable to DBI's Development Fee Collection Unit. MOHCD shall use any 100% Affordable Unit Liquidation Amount collected by the City for affordable housing within Supervisorial District 10, including rehabilitation, stabilization, and new construction, as determined by MOHCD.

3. Failure to Timely Obtain Inclusionary Unit Credits

In the event of a Default of Developer to obtain the number of Inclusionary Unit Credits described in Developer's Proportionality Election by the timeframe specific in Section VII(D)(3), Developer shall be liable to pay the Inclusionary Unit Liquidation Amount. The City shall have the right to withhold a First Certificate of Occupancy: (a) from Developer if such Developer is in Default of its obligation to pay such Inclusionary Unit Liquidation Amount, and (b) from Affiliates of such Developer, until such time that such Developer has paid the Inclusionary Unit Liquidation Amount or such Developer earns the number of Inclusionary Unit Credits described in Developer's Proportionality Election, at which time the City shall immediately continue to process such withheld First Certificate of Occupancy.

The Inclusionary Unit Liquidation Amount shall be equal to the number of Inclusionary Unit Credits owed by Developer multiplied by two (2) multiplied by the then applicable Power Station Proportionality In-Lieu Fee (as adjusted annually). The Inclusionary Unit Liquidation Amount shall be payable to DBI's Development Fee Collection Unit. MOHCD shall use any Inclusionary Unit Liquidation Amount collected by the City for affordable housing within Supervisorial District 10, including rehabilitation, stabilization, and new construction, as determined by MOHCD.

VIII. PARKING REQUIREMENTS

F. Parking Charges

Developer (for Market-Rate Parcels) and each Affordable Housing Developer (for 100% Affordable Housing Parcels) will determine, each in its sole discretion, the Parking Charge for Parking Spaces serving the parcel; provided that Developer must not charge renters of Inclusionary Units any fees, charges, or costs, or impose rules, conditions, or procedures on such renters or buyers that do not equally apply to Market-Rate Units.

IX. NOTICES TO MOHCD

Notices given under this Affordable Housing Plan are governed by Section 14.10 (Notice) of the Development Agreement. Notices to MOHCD must be addressed as specified below.

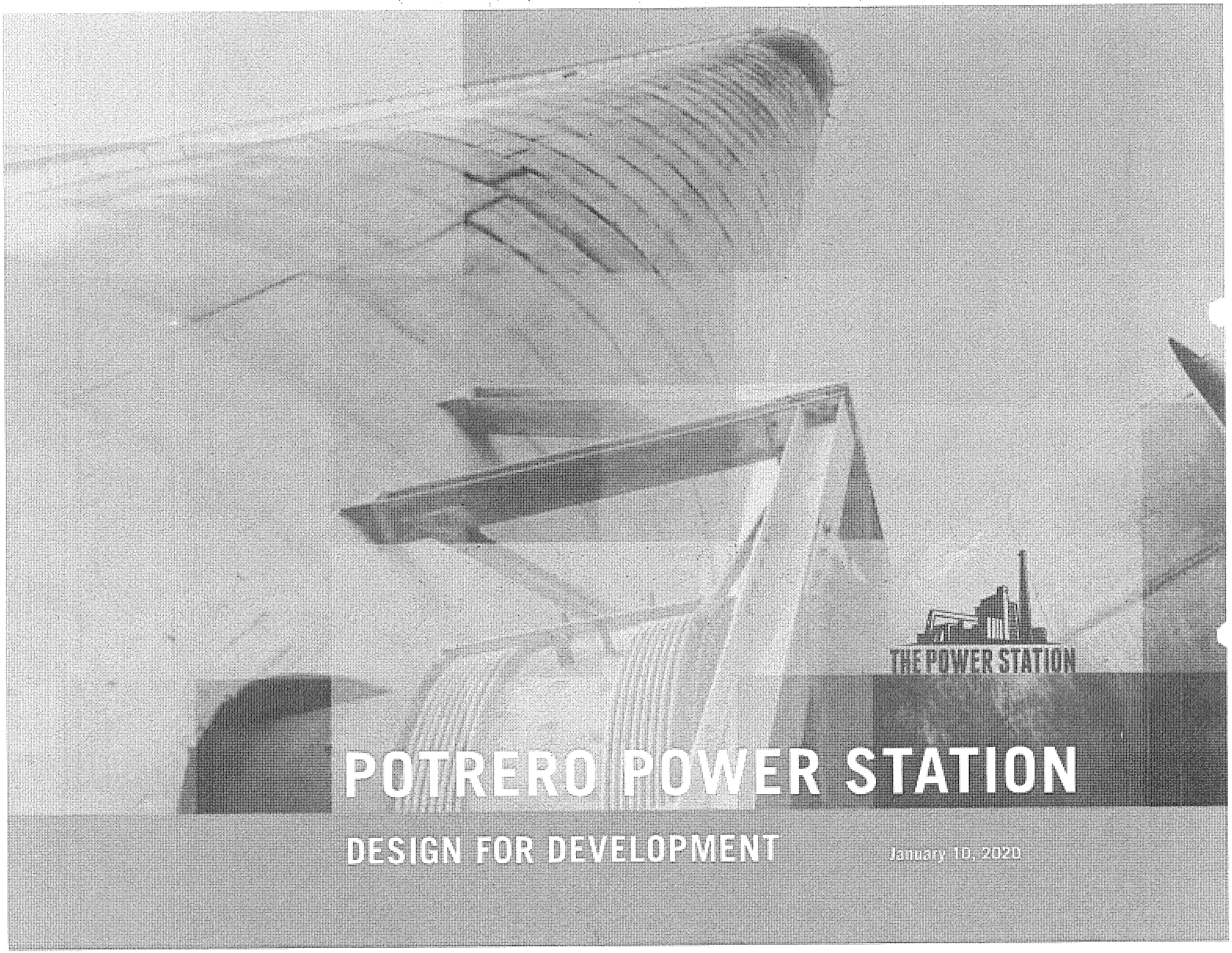
To MOHCD:

Mayor's Office of Housing and Community Development
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94102
Attn: Director

With a copy to:

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

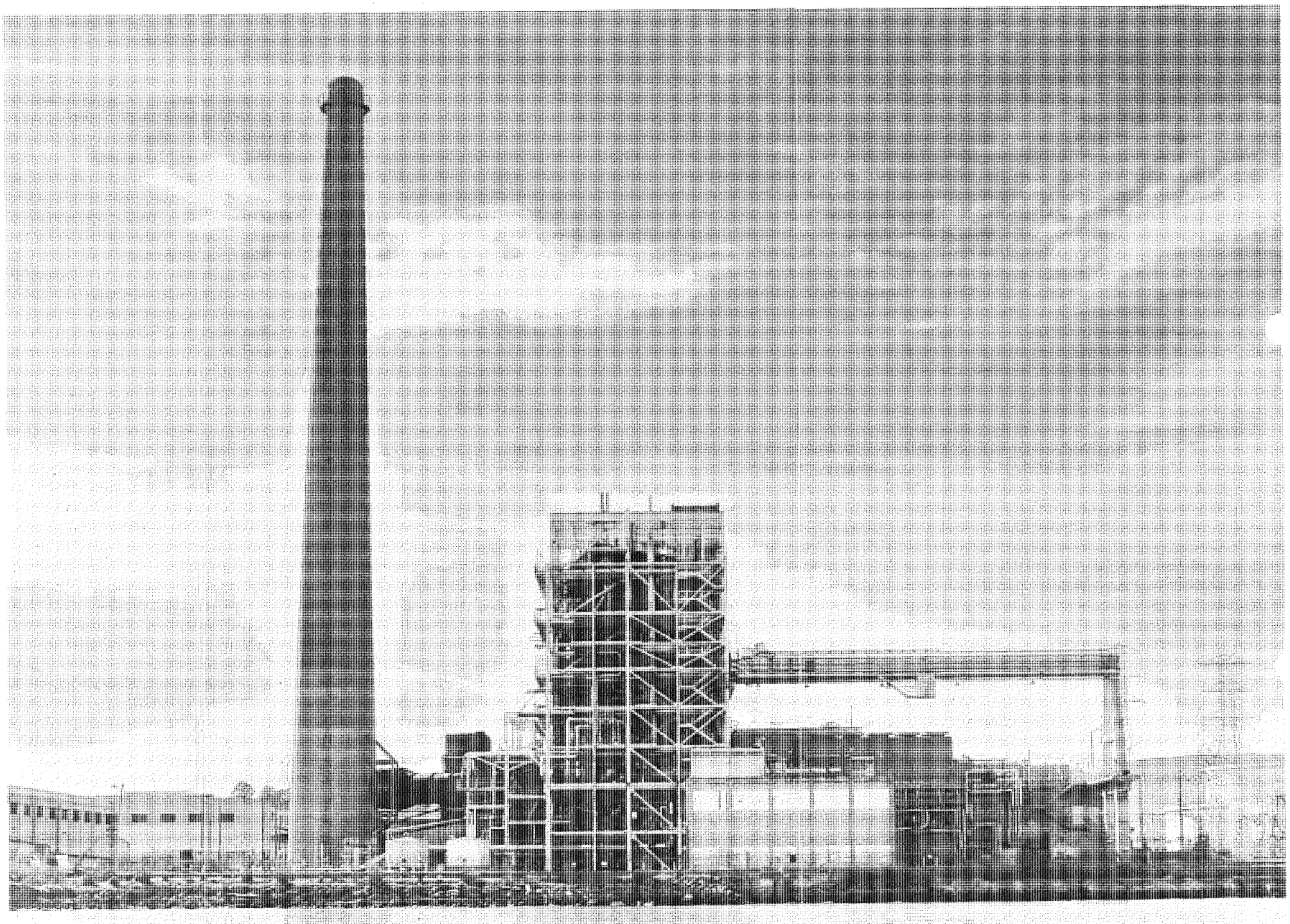
Exhibit E
Design for Development



POTRERO POWER STATION

DESIGN FOR DEVELOPMENT

January 10, 2020



THE POWER STATION

DESIGN FOR DEVELOPMENT

January 10, 2020

1 PROJECT OVERVIEW 7

2 TELLING OUR STORY: INTERPRETIVE VISION 31

3 LAND USE 43

4 OPEN SPACE 53

5 STREETS 143

6 BUILDINGS 239

7 LIGHTING AND SIGNAGE 315

8 APPENDICES 329

User Guide

Document Content

The Design for Development (the "D4D") document of the Potrero Power Station (the "Power Station," "project site" or "site") governs the future development of the Power Station (the "Power Station project" or "project") and implementation of the Power Station's Special Use District (the "SUD"). The D4D establishes the design intent and prescribes design controls to direct development on the 29 acres that comprise the project site. General references to the "Power Station project" and "project" (defined above) are to be distinguished from references to a "building" or "building project," terms which are intended to describe the construction of a building or group of buildings undertaken as a discrete project that implements a portion of the overall Power Station project. The following sections are included in this document:

Section 1: Project Overview

Section 2: Telling Our Story: Interpretive Vision

Section 3: Land Use

Section 4: Open Space

Section 5: Streets

Section 6: Buildings

Section 7: Lighting and Signage

The Appendices contain supporting information for reference during implementation by designers, developers, and agencies:

Appendix A: Block Plan Guide

Appendix B: Sustainable Neighborhood Framework

Appendix C: Power Station Definitions

Appendix D: Applicable Planning Code Sections

Appendix E: No PG&E Sub-Area Scenario

Appendix F: Historic Resource Evaluation, Part 2 Excerpt (Character Defining Features)

Standards, Guidelines, and Considerations

This D4D includes standards, guidelines, and considerations. Standards and guidelines are requirements that govern the construction and modification of buildings, streets, and open spaces within the project site. Standards are quantifiable or objective requirements whereas guidelines are qualitative or subjective requirements, relating to matters such as the choice of building materials or fenestration.

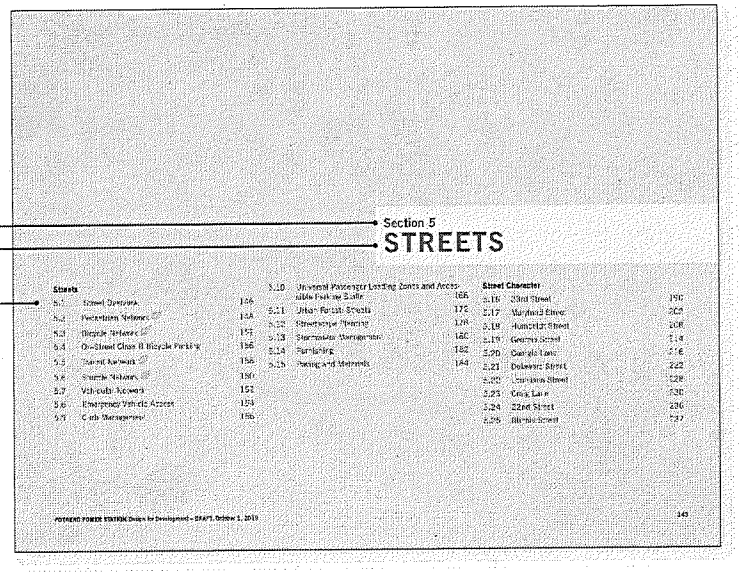
Each new building, street, and open space within the Power Station must meet the standards and guidelines prescribed herein unless modifications to these standards and/or guidelines are approved by the appropriate public bodies. The procedure required to modify the standards contained in the D4D is described in the Potrero Power Station SUD (Appendix E).

Considerations are recommendations, advisory in nature, and intended to further the objectives, principles, and values of this D4D.

Relationship to the Planning Code

References to the "Planning Code" or "Code" herein are references to the *San Francisco Planning Code*, as it exists as of the effective date of the Development Agreement. Future changes to the Planning Code may apply to the Power Station project, pursuant to the terms of the Development Agreement. Key Planning Code definitions and provisions, as of the effective date of the Development Agreement, are included as Appendix D (for reference purposes only).

In the event definitions and other provisions in this D4D conflict with the Planning Code (which includes the provisions of the PPS SUD), the Planning Code will control. If an amendment to the D4D creates a conflict between the D4D and the Planning Code, the Planning Code shall prevail unless and until such time as the Planning Code is amended and there is no longer a conflict between the D4D and the Planning Code. Consistent with the PPS SUD, in the event of a conflict between the SUD and the other provisions of the Planning Code, the SUD shall prevail.



Section Number
Section Title
Sub-Sections

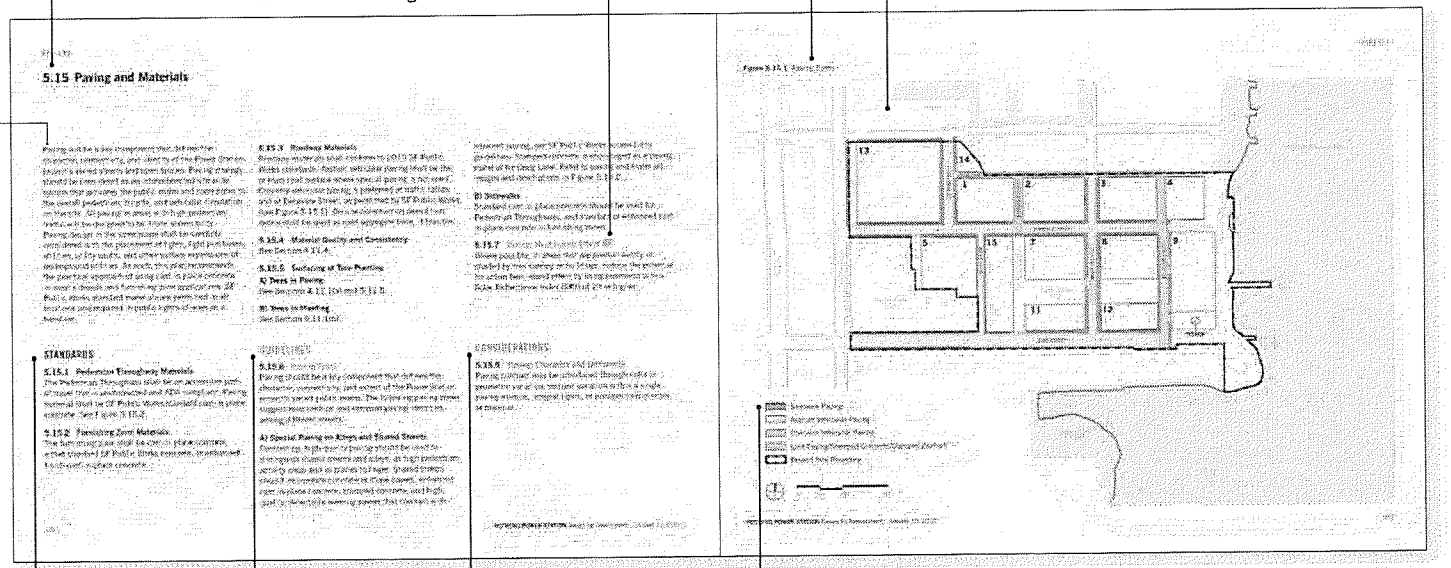
Sustainability-Related Controls

Sustainability-related standards, guidelines, and considerations are indicated with a green leaf.

Sub-Section Number and Title

Figure Number and Name

Figure



Introductory Text
Description of rationale and intents

Third Street Industrial District Compatibility Controls
Standards, guidelines, and considerations related to the Third Street Industrial Historic District are indicated with a rust-colored clock.

Standards
As defined on page 2

Guidelines
As defined on page 2

Considerations
As defined on page 2

Figure Legend

Companion Documents

In concert with the D4D, the Infrastructure Plan (the "Infrastructure Plan" or "IP") describes the infrastructure improvements required to support the Power Station project. The IP outlines the infrastructure elements related to the project's streets, open spaces, and utilities. It provides technical descriptions for how these elements are planned and identifies the responsible parties for design, construction and operation of the infrastructure. The IP includes information on the project's regulatory compliance, as well as an approach to non-potable water and stormwater management for the site.

Interpretive Vision

The interpretive strategies identified within this document form the basis of the Project's site-wide interpretive plan, as required by Mitigation Measure M-CR-5(c), and will be coordinated with the designs and designers of public areas and open spaces. The hierarchy, location, and expression of these interpretive experiences will be further refined during the project's implementation.

Sustainability and Transportation

The project takes an integrated approach to sustainability and transportation planning by incorporating these elements into the D4D, rather than treating them as standalone documents. The controls pertaining to sustainability and transportation are integrated as standards and guidelines throughout the D4D.

The controls related to the circulation aspects of transportation are mainly in Section 5: Streets, and those related to buildings (such as parking) can be found in Section 6: Buildings. The Power Station is committed to sustainability and minimizing climate impacts from development. The project takes an integrated approach to enhanced mobility, environmental sustainability, and resilience planning by incorporating related controls and considerations throughout the D4D, rather than as standalone documents.

Sustainability-related standards focus on aspects such as climate (greenhouse gas emissions and air quality), energy, water and stormwater, materials, ecology/biodiversity, and healthy communities, and are indicated with a green leaf: . The project's Sustainable Neighborhood Framework summary is presented as Appendix B.

Reviewing Agencies

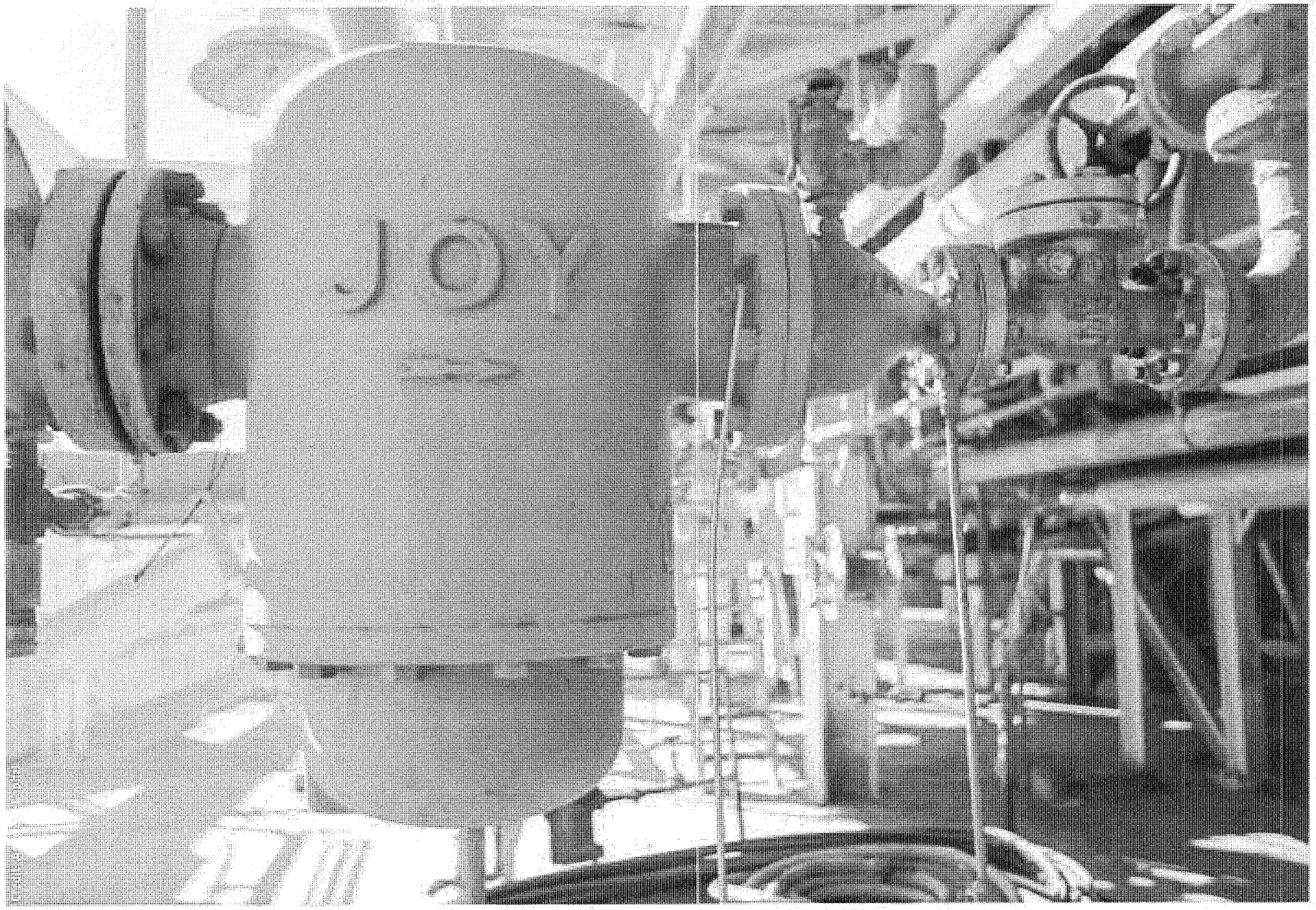
The table below indicates the different agencies involved in review during implementation of the various elements of the D4D and IP.

Table 1.1.1 Matrix of Reviewing Agencies

● = Reviewing Agency

	SF PLANNING	SFMTA	SF PUBLIC WORKS	SFPUC	SFFD	RPD	DBI	PORT
DESIGN FOR DEVELOPMENT (D4D)								
01 Project Overview	●							
02 Interpretive Vision	●							
03 Land Use	●							
04 Open Space[1]	●					●		●
05 Streets	●	●	●		●			
06 Buildings	●							
07 Lighting and Signage	●		●	●				
INFRASTRUCTURE PLAN								
01 Introduction	●			●				
02 Sustainability	●			●				
03 Environmental Management				●				
04 Site Demolition	●						●	
05 Site Resilience[1]	●			●				●
06 Geotechnical Conditions	●		●				●	
07 Site Grading				●			●	
08 Street and Transportation Systems	●	●	●					
09 Open Space and Parks[1]	●			●[2]	●			●
10 Utility Layout and Separation				●				
11 Low-Pressure Water System				●				
12 Non-Potable Water System				●				
13 Auxiliary Water Supply System				●	●			
14 Separated and Combined Sewer System				●				
15 Stormwater Management System	●			●				
16 Dry Utility Systems				●				

1. Per Figure 1.2.1, the Port of San Francisco has jurisdiction over certain waterfront spaces. The Port will thus be involved in the review of said spaces and their resilience against sea level rise during implementation, as described in this D4D and IP.
2. To the extent that there are stormwater management facilities.



Section 1

PROJECT OVERVIEW

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1.1 Project Vision

The Power Station will be a vibrant new neighborhood that seamlessly connects with Dogpatch, Pier 70, and the Central Waterfront as a whole.

The Power Station will be a place for Dogpatch residents and all San Franciscans to access the Central Waterfront, drawing people to a place of arrival at an active, urban water's edge, through a network of streets designed for safe and easy use by those on foot, bicycle, or transit.

It will be a neighborhood alive with places to live, work, shop, and enjoy culture. A series of open spaces will offer opportunities for active recreation, passive contemplation, and everything in between.

The 300-foot-tall "Stack" is an icon for the Central Waterfront. It will stand side-by-side with elegant new buildings that enliven and anchor the public realm, a tangible expression of the site's story arc—from a polluting power plant to a sustainable, resilient neighborhood that embraces wellness.

Photo from one of the monthly site tours hosted at the Power Station.

Community Outreach Themes

The community outreach process was a comprehensive multi-year community effort that revealed a series of themes and observations critical to the users and neighbors of the Power Station, shown in Figure 1.1.1. Ranging from program and density ideas to qualitative observations of the diversity and culture in place, these collective goals guided the development of the principles that inform and guide the urban design and place-making of the Power Station project.

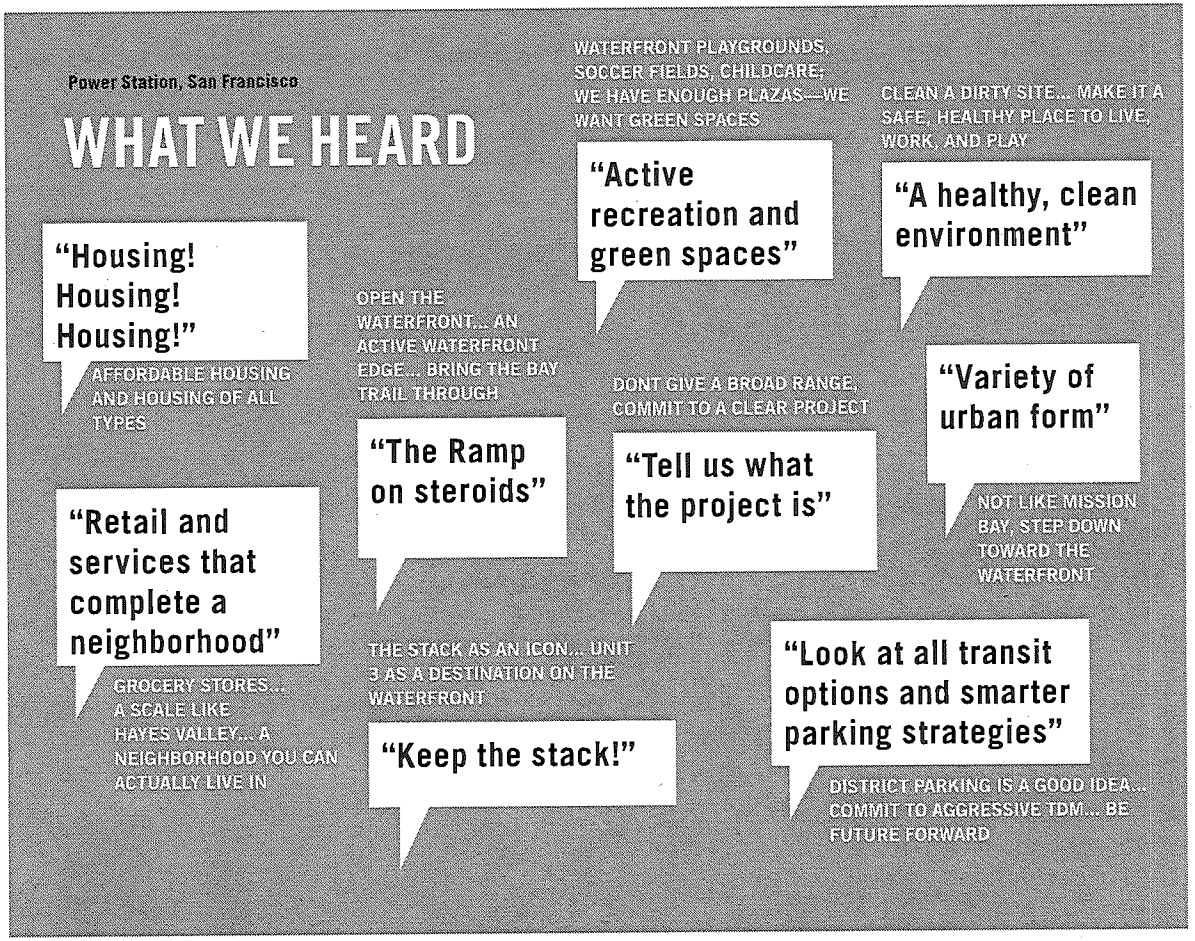


Figure 1.1.1 Community Feedback Summary

1.2 Site Context

The site is located in the Dogpatch neighborhood of San Francisco, which is characterized by large industrial warehouses near smaller, single-family homes. This mix and adjacency of uses gives Dogpatch its unique urban fabric, and has given rise to a community that is rich with arts and industry. The American Industrial Center buildings west of the project site, shown in Figure 1.2.1, serve as an anchor for a community of local artisans and craftspeople.

Large industrial users remain active in the area, particularly along the waterfront, where notable neighbors include the Pier 70 Shipyard and Pier 80, both of which are major Port of San Francisco operations. The character of the waterfront in this area is undergoing a substantial transformation, as Crane Cove Park will soon connect Dogpatch to the waterfront with a significant open space that provides water access for kayaks and other small craft. See Figure 1.2.2 for a map of current use districts that surround the site.

Another significant aspect of the site's context is the development of Pier 70. The Pier 70 project, which reimagines 35 acres of land entrusted to the Port of San Francisco, lies immediately north of the Power Station and shares a boundary along the newly proposed Craig Lane. Pier 70 will contribute to the neighborhood a significant amount of housing and jobs within a grid of walkable blocks, as well as waterfront connections and open space. A cluster of historic buildings comprises a character-defining element of Pier 70; these include Building 12, which will be home to a market-hall of small-scale "makers" and artists. The diagram in Figure 1.2.3 shows the contextual relationship of the future build-out of the Power Station to the plans for Pier 70.

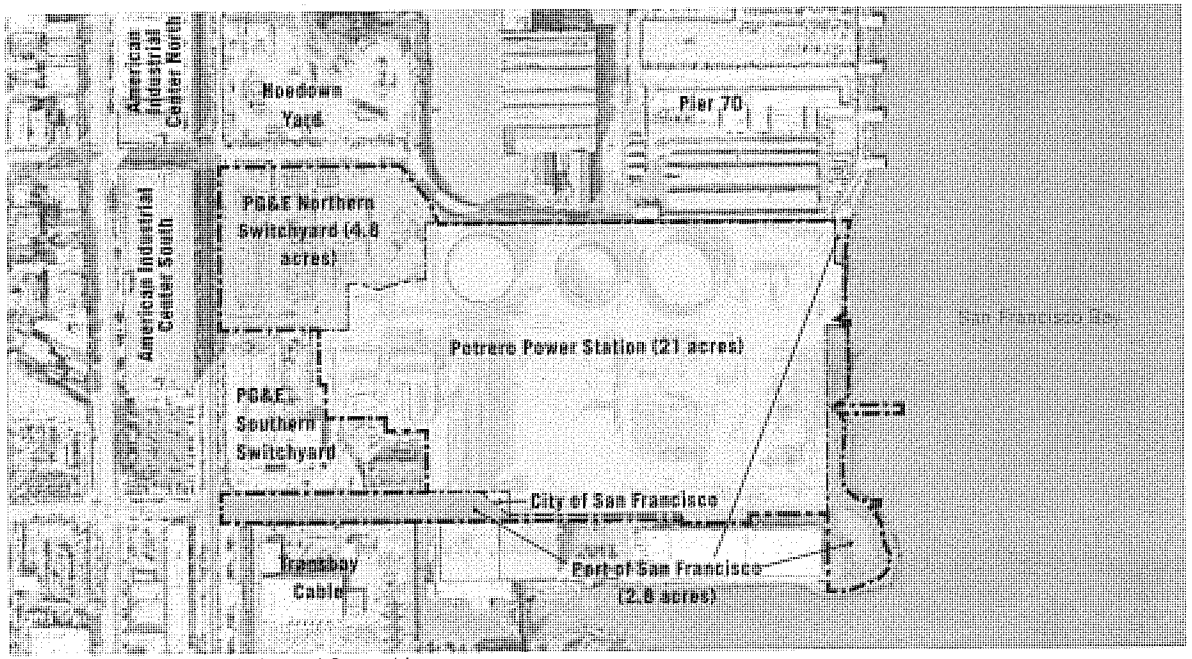


Figure 1.2.1 Site Boundaries and Ownership

The western end of the Power Station is characterized by two PG&E switchyards: the Northern Switchyard, which is within the project site's boundary, and the Southern Switchyard, which is not. To the south of the Southern Switchyard lies the Transbay Cable site. Through streetscape improvements that provide wide, welcoming sidewalks and parking-protected bicycle lanes, this D4D addresses the challenging arrival sequence posed by the Transbay Cable and PG&E Southern Switchyard sites.

The site itself comprises the properties of four different owners (see Figure 1.2.1). The 21-acre parcel that was the former Potrero Power Station is developer-owned; the 4.8-acre parcel currently used as a switchyard is owned by PG&E; sections of 23rd Street and the waterfront totaling 2.8 acres are entrusted to the Port of San Francisco, and are subject to the public trust doctrine; and a small triangle of land along 23rd Street is owned by the City of San Francisco (See Appendix E for the scenario without the PG&E Switchyards).

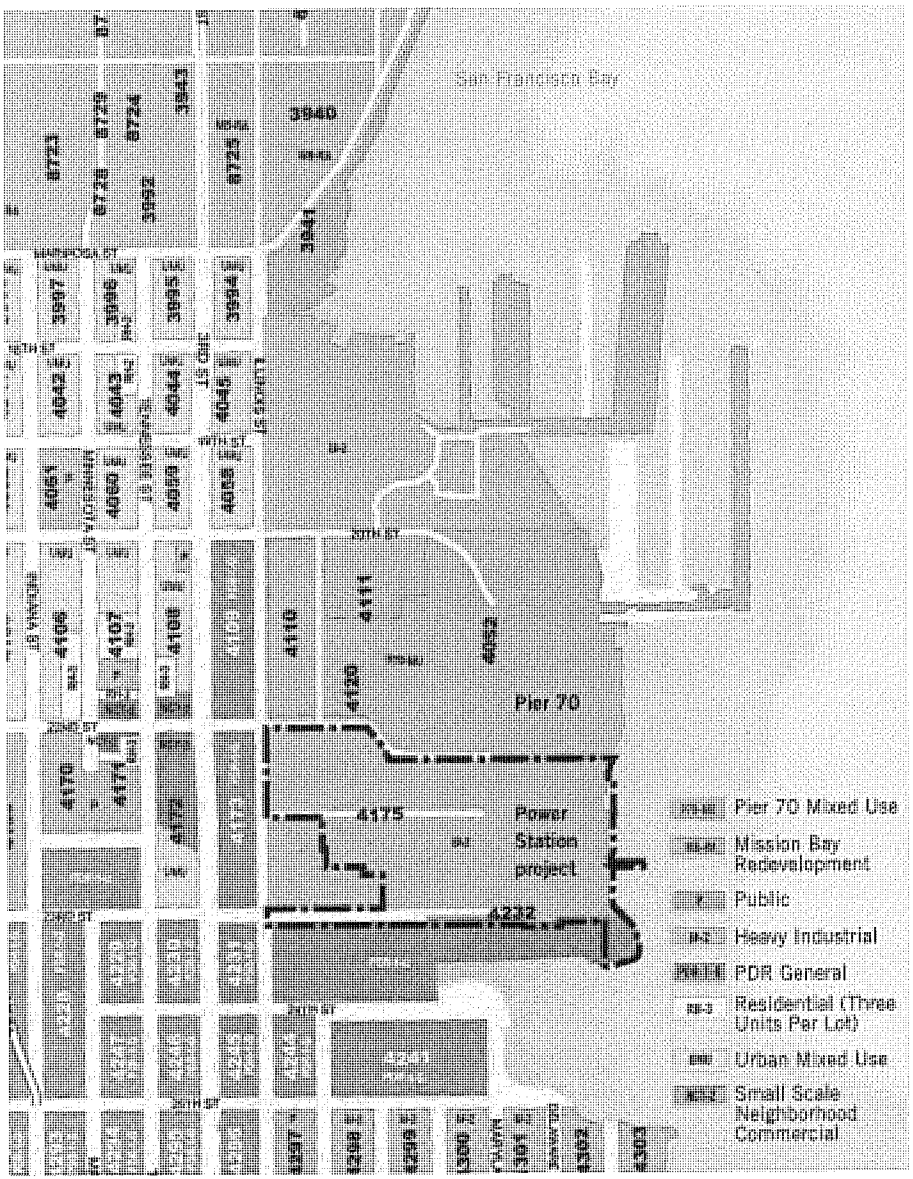


Figure 1.2.2 Current Surrounding Use Districts

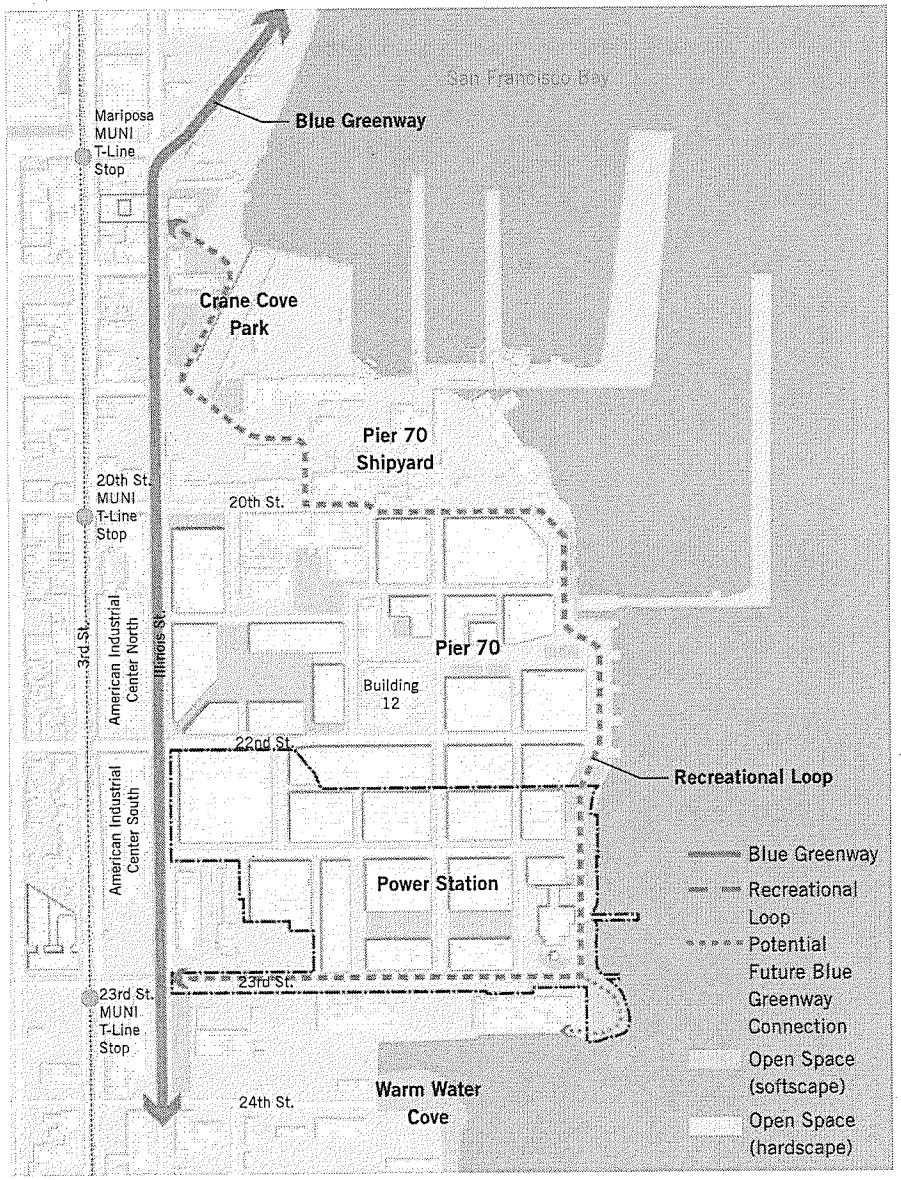


Figure 1.2.3 Future Open Space Network and Blue Greenway

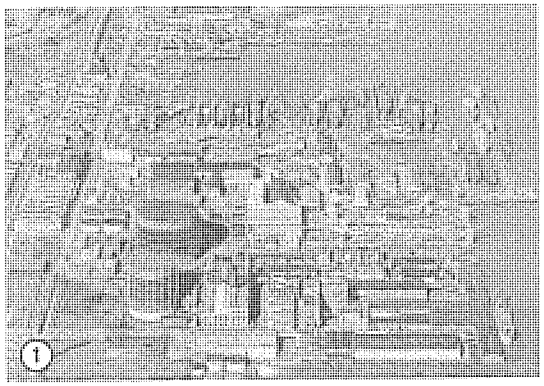
1.3 Site History

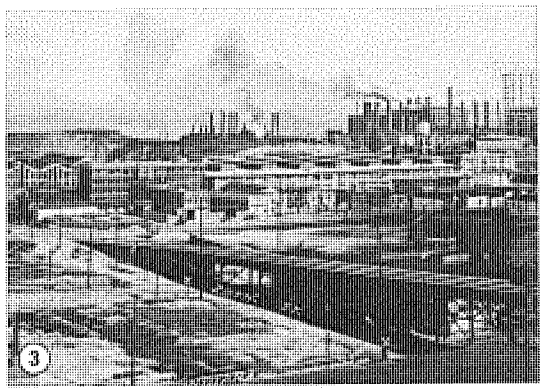
Unlike other portions of the Central Waterfront that are primarily filled-in marshlands, this site was historically a peninsula of land called Potrero Point. The high elevation and proximity to a deep-water port in the southern part of San Francisco made the site ideal for industrial uses. Many kinds of industry thrived here, including gunpowder and cordage manufacturing, iron smelting and rolling, and barrel-making.

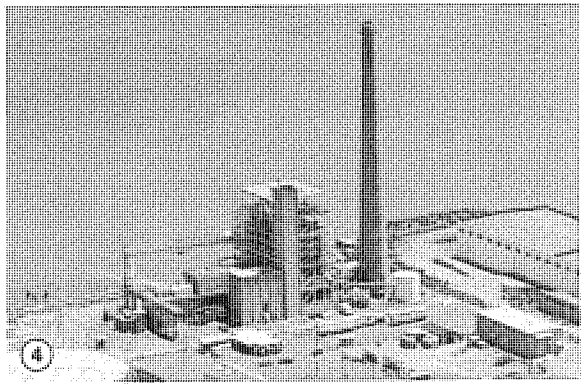
In 1881, Claus Spreckels established his own refinery for sugar shipped here from Hawaii, taking advantage of the site's existing sugar warehouses, manufacturing infrastructure, and waterfront access. He built the site's first power plant, Station A, in 1901 to support sugar refinery operations; by 1905, it was producing the majority of San Francisco's power, and was acquired by PG&E. From historic photos, it is evident that this site was developed with density and height long before any of the other uses in the Central Waterfront came into being.

Station A was renovated in the 1930s and began using more natural gas than manufactured gas. In the 1960s, PG&E added the Unit 3 Power Generating Station ("Unit 3") to the site. Up until its closure in 2011, the Power Station site was responsible for generating approximately one third of San Francisco's power. Figure 1.3.1 shows a composite image of these various eras in the history of the Power Station site.

After more than a century of industrial use, the plant eventually outlived its practical utility, as the city moved toward more efficient and environmentally friendly technologies. Once critical to San Francisco's power network, the plant gave way to off-site power generation, allowing the facility to be decommissioned—and the city of San Francisco to embrace an exciting new chapter for this unique waterfront location.

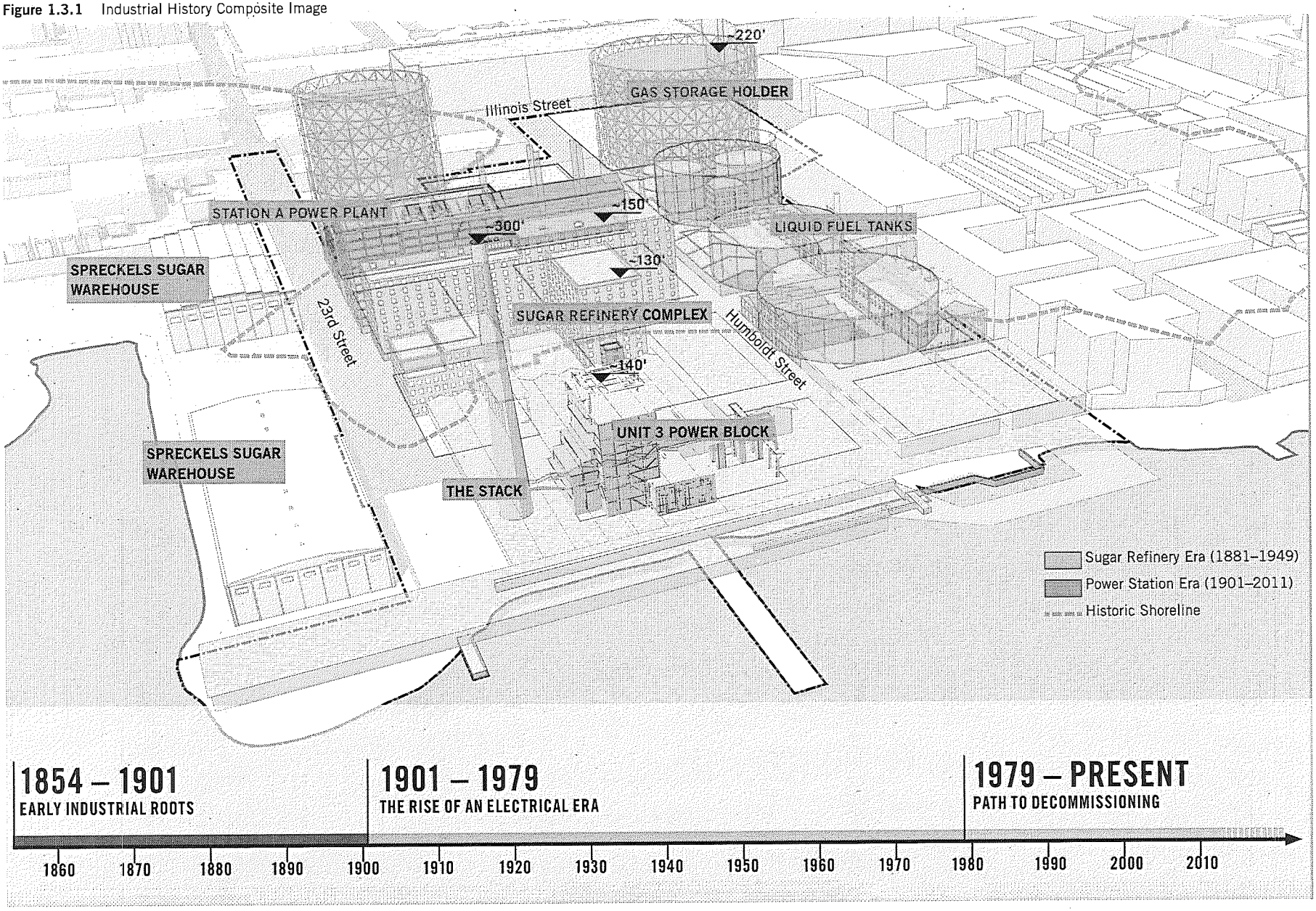






1. 1929 aerial of site shows dense build-out before the development of the rest of Dogpatch.
2. A view of the 180-foot warehouse building, demolished in the 1980s, that existed adjacent to Station A.
3. 20th and Indiana streets, circa 1940. The American Industrial Center (North Building) stands between the viewer and the site.
4. 1964 photo of Unit 3 and the Stack, constructed by PG&E to provide power to much of San Francisco.

Figure 1.3.1 Industrial History Composite Image



1.4 Planning Context

Eastern Neighborhoods Plan (2009)

Based on more than a decade of community input and technical analysis, the *Eastern Neighborhoods Plan* calls for transitioning about half of the existing industrial areas in the plan area (see Figure 1.4.1) to mixed-use zones that encourage new housing. The remaining half would be reserved for Production, Distribution, and Repair (PDR) districts, where a wide variety of functions, such as Muni vehicle yards, caterers, and performance spaces can continue to thrive. The Power Station site was specifically called out for rezoning in the *Eastern Neighborhoods Plan*.

Central Waterfront Area Plan (2008)

In addition to the Eastern Neighborhoods-wide objectives outlined above, the following goals were developed over the course of many public workshops, specifically for the Central Waterfront:

- Encourage development that builds on the Central Waterfront's established character as a mixed-use, working neighborhood.
- Foster the Central Waterfront's role in San Francisco's economy by supporting existing and future PDR and maritime activities.
- Increase housing in the Central Waterfront without impinging on or creating conflicts with identified existing or planned areas of PDR activities.
- Establish a land use pattern that supports and encourages transit use, walking, and bicycling.
- Better integrate the Central Waterfront with the surrounding neighborhoods and improve its connections to Port land and the water's edge.
- Improve the public realm so that it better supports new development and the residential and working population of the neighborhood.

Better Streets Plan (2010)

The *Better Streets Plan* was adopted in 2010 to support the City's goals to create complete streets with enhanced streetscape and improved pedestrian and bicycle facilities. It classifies public streets and rights-of-way and creates a unified set of standards, guidelines, and implementation strategies that govern how the City designs, builds, and maintains its public streets and rights-of-way to achieve these goals. Major project concepts applicable to the *Better Streets Plan* include:

- Pedestrian safety and accessibility features, such as enhanced pedestrian crossings, corner or midblock curb extensions, pedestrian countdown and priority signals, and other traffic calming features.
- Universal pedestrian-oriented streetscape design with incorporation of street trees, sidewalk plantings, streetscape furnishing, street lighting, efficient utility location for unobstructed sidewalks, shared single surface for small streets/alleys, and sidewalk/median pocket parks.
- Integrated pedestrian/transit functions using bus bulb-outs and boarding islands (bus stops located in medians within the street).

Pier 70 Special Use District (Pier 70 SUD) (2018)

To the immediate north of the site is Pier 70, described by the Pier 70 Special Use District (the "Pier 70 SUD"), which was adopted in 2018. See *Planning Code Section 249.79*. The site is roughly 35 acres, approximately nine acres of which will be open space. The plan anticipates between 1,645 and 3,025 units of housing, and between 1.1 and 2.2 million square feet of commercial development. Design standards and guidelines governing the development of Pier 70 are contained in the Pier 70 SUD Design for Development document.

Bay Conservation and Development Commission (BCDC)

BCDC has jurisdiction over the portion of the project site located within 100 feet inland of the mean high tide line (see Figure 1.4.2). The proposed project would require BCDC approval of activities within this area. Because only recreational use, hotel, open space, and public access are proposed for the portions of the project site within the shoreline band, the project will not conflict with the *Bay Plan* or BCDC regulations. However, BCDC will make the final determination of consistency with *Bay Plan* policies for the portions of the project site that are within its permit jurisdiction.

Public Trust Doctrine

The public trust doctrine is the principle that certain natural and cultural resources (especially waterways) are the collective property of the public, and that the government owns and must protect and maintain these resources for the public's use. California's State Lands Commission governs the doctrine's application in the State, managing 4 million acres of tide and submerged lands and the beds of navigable rivers, streams, lakes, bays, estuaries, inlets, and straits. The public trust doctrine ensures that land that adjoins the State of California's waterways, or is actually covered by those waters, be committed to maritime-oriented uses. Only those portions of the site that are Port property are subject to the public trust doctrine.

Figure 1.4.1 Eastern Neighborhoods Plan Area (image adapted from *San Francisco Eastern Neighborhoods Plan*, 2009)

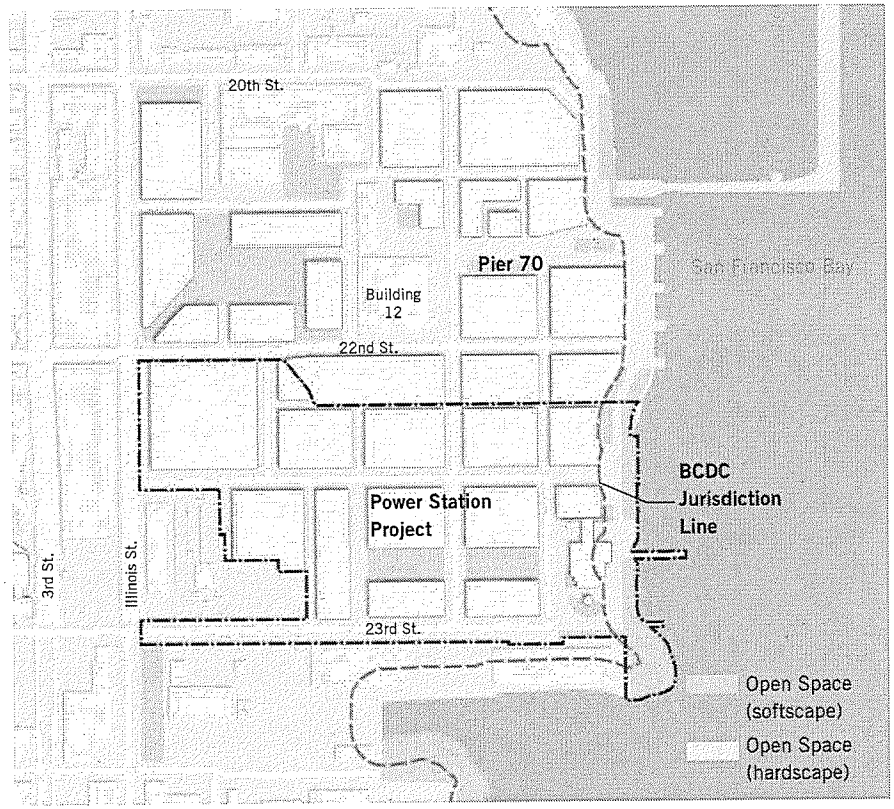


Figure 1.4.2 BCDC Jurisdiction Line

Third Street Industrial District

The site lies within the Third Street Industrial District (see Figure 1.4.3), and is a sub-district of the Central Waterfront Historic District (also known as the Potrero Point Historic District). The Third Street Industrial District is an historic district initially identified in the 2001 *Central Waterfront Historic Resources Survey Summary Report*, and in 2008 was fully documented by Kelley & VerPlanck and Page & Turnbull. The district is eligible for listing in the California Register. The boundary of the Third Street Industrial District extends west from the project site along 23rd Street, and runs north along Third and Illinois streets, roughly between 18th and 24th streets. The original period of significance of the Third Street Industrial District was 1872 to 1958. The Historic Resource Evaluation for the Power Station project extended the period of significance to 1965. The Historic Resource Evaluation Response noted that 1965 was "the start of the decline in manufacturing and industry in the area and therefore marks another potential date for the district's period of significance." The change in end-date resulted in the addition of two contributing buildings to the district that were not previously evaluated: Unit 3 and the Boiler Stack, both constructed in 1965.

Some of the character-defining features of the Third Street Industrial District are a high concentration of manufacturing, repair, and processing plants; warehouses of industrial character; long-present industries dependent on the nearby waterfront and the freight-hauling Santa Fe Railroad trains that ran along Illinois Street; and buildings with the following typical features: brick and concrete construction, one to four stories in height, flat roofs, ornamented parapets, steel-sash and wood-sash windows, rectilinear and arched window openings, and/or American Commercial style. Figure 1.4.3 shows the location of the Third Street Industrial District and the buildings that are contributors of significance to the district's historic resources, including contributors on the project site.

Third Street Industrial District compatibility controls have been developed and are included in this D4D to ensure that the Power Station project's buildings, streetscapes, and relevant open spaces are consistent with the historic district. Such controls are indicated with a icon.

Union Iron Works Historic District

The Union Iron Works (UIW) Historic District abuts the Third Street Industrial District along the northern boundary (Figure 1.4.3), and includes 66 acres of the 69-acre Pier 70 Area. It was listed in the National Register of Historic Places in 2014, as recommended in the Port Master Plan. The UIW Historic District consists of buildings, piers, slips, cranes, ship repair activities, and landscape and circulation elements that are associated with steel shipbuilding. The UIW Machine Shop, built in 1884, was the first to be built on-site during a period of industrial architecture ending with World War II.

San Francisco Bay Trail / Blue Greenway

The Blue Greenway, a project of the San Francisco Parks Alliance in collaboration with the City of San Francisco, is planned to improve the city's southerly portion of the 500-mile, nine-county regional Bay Trail, as well as the Bay Area Water Trail and associated waterfront open space system (see Figure 1.4.4). The San Francisco Bay Trail / Blue Greenway (referred to in this plan as "the Blue Greenway") will expand recreational and water-oriented activities and green corridors connected to surrounding neighborhoods. Public open spaces proposed at the Power Station project will be part of this network.

The main spine of the Blue Greenway adjacent to the project site runs down Illinois Street. The Pier 70 project adds a "recreational loop" from Illinois Street out to the waterfront, stopping at the northerly edge of the Power Station site. The Power Station project will continue this trail along the waterfront, creating pedestrian and bicycle connections to Illinois Street along 23rd Street, and terminating the recreational loop at the existing Blue Greenway. Additionally, the project makes possible the opportunity to extend the Blue Greenway along Warm Water Cove south of 23rd Street, allowing for a continuous waterfront trail. See Figure 1.4.4 for an illustration of the path of the Blue Greenway and its recreational loops.

Army Corps of Engineers

The project shoreline improvements Bay-ward of the high tide line are subject to the permitting jurisdiction of the U.S. Army Corps of Engineers.

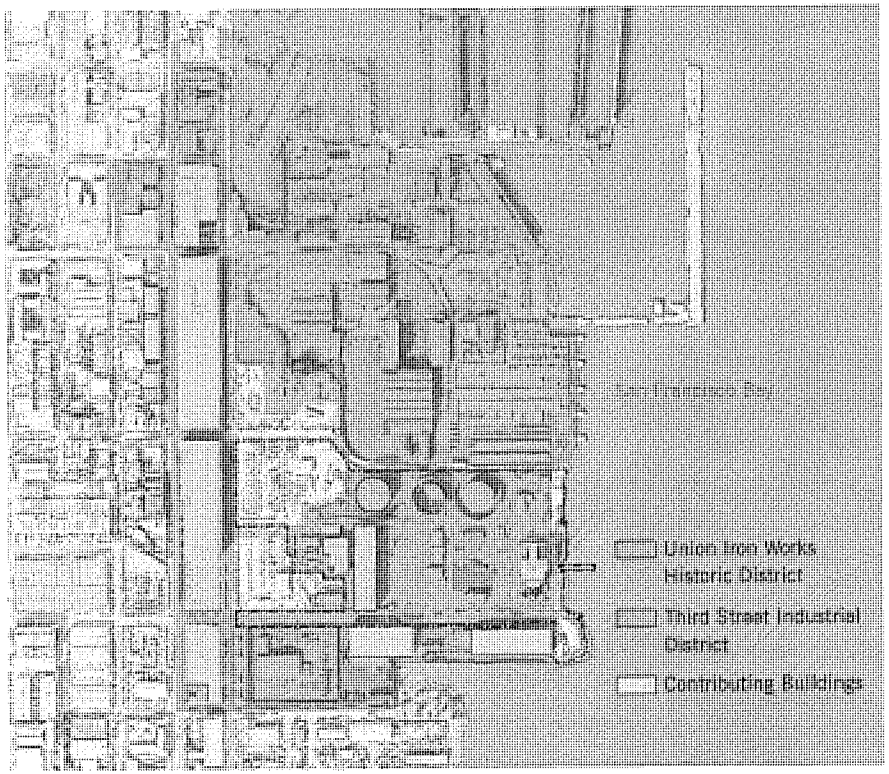


Figure 1.4.3 Third Street Industrial and Union Iron Works Historic Districts

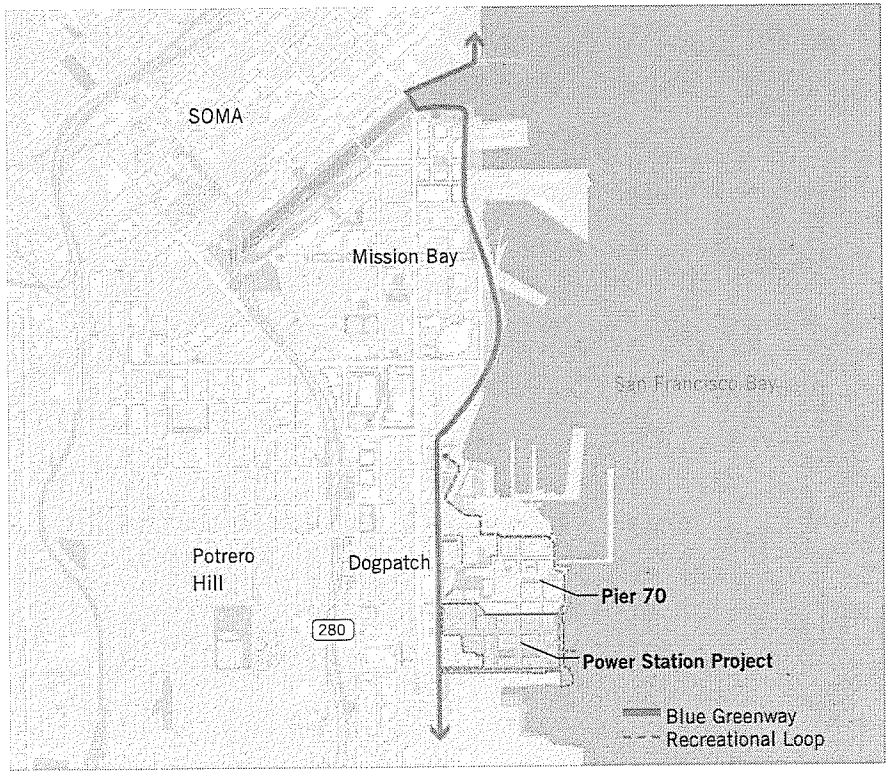
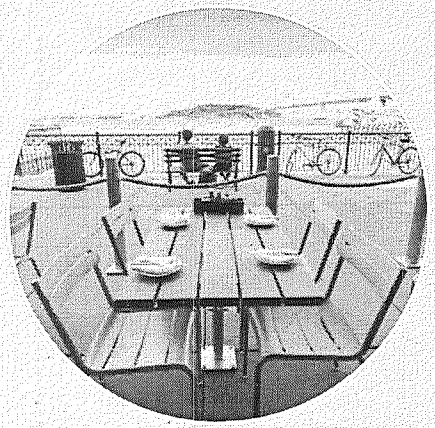


Figure 1.4.4 San Francisco Bay Trail / Blue Greenway (referred to in this D4D as "the Blue Greenway")

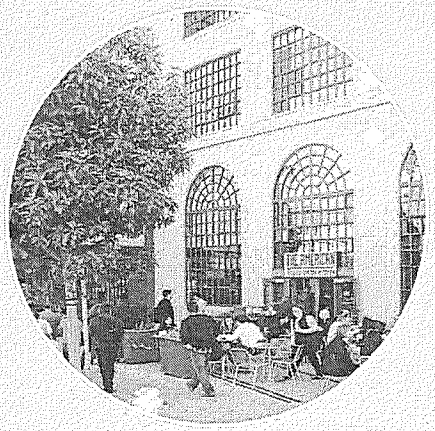
1.5 Project Principles

The Power Station project is a portion of the waterfront that has always serviced San Franciscans, but remained inaccessible to members of the public for more than 150 years. The following principles guide the site's reintegration into and restoration of the fabric of San Francisco, while celebrating the site's industrial past and providing much-needed uses to the city, such as open space and housing. Principles 1–7, relating to the physical development of the site, can be found embedded throughout the document. Since Principle 8 does not guide the project's design, it is not discussed further in this D4D. However, the principle is integral to the site's development and included below.



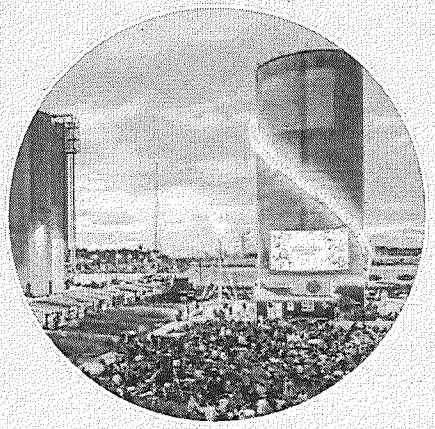
PRINCIPLE 1

Design a unique public waterfront that emphasizes and connects active uses.



PRINCIPLE 2

Accommodate needed growth in the city while creating a diversity of uses that can support a lively, livable, and inclusive neighborhood.

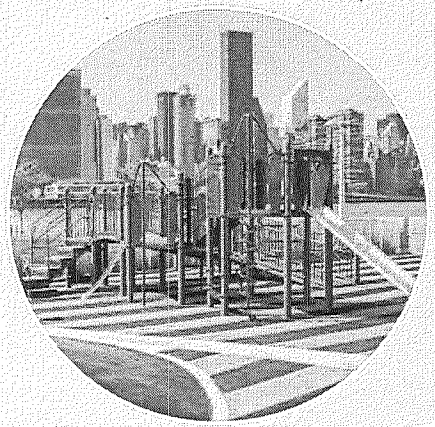


PRINCIPLE 3

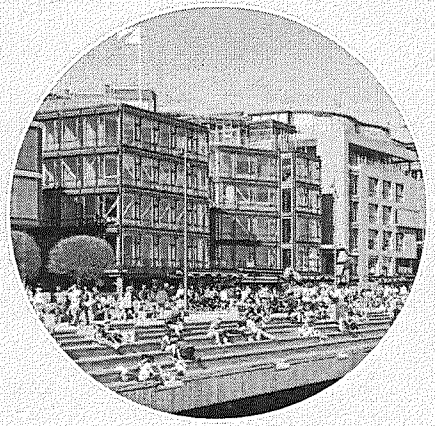
Celebrate the site's rich industrial history.

PRINCIPLE 4

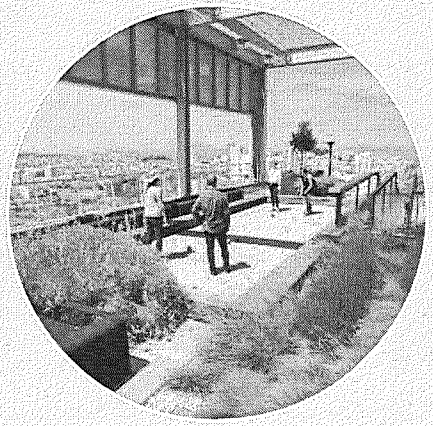
Establish an accessible neighborhood that prioritizes walking, biking, and transit.



PRINCIPLE 5
Contribute well-designed parks and recreational facilities that will complement the existing neighborhood and citywide open space network.



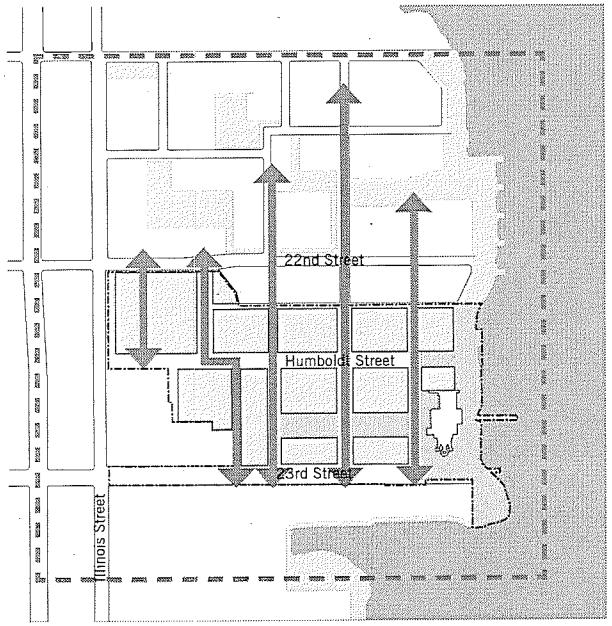
PRINCIPLE 6
Design a neighborhood that is context-appropriate, diverse, and human-scaled.



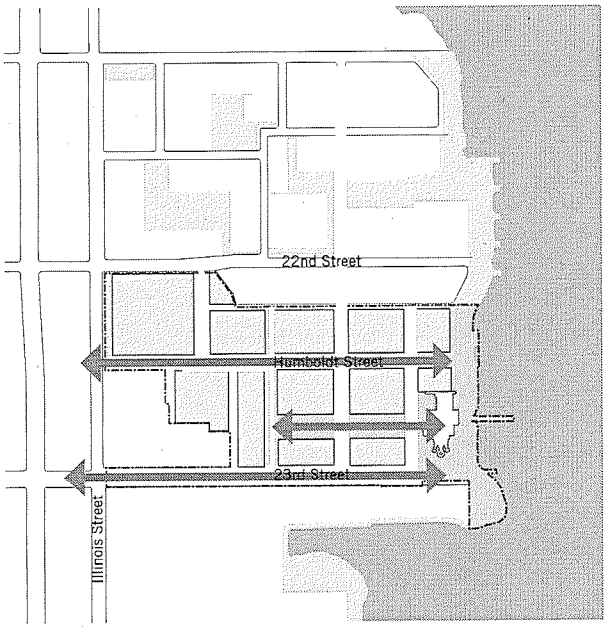
PRINCIPLE 7
Create a healthy, sustainable, and resilient neighborhood that fosters innovation and embraces wellness.

PRINCIPLE 8
Develop a financially feasible project that can deliver the benefits promised to the community and the city.

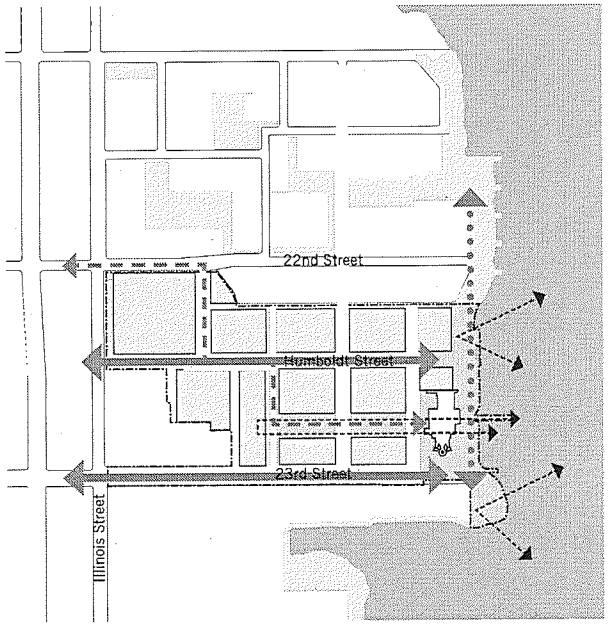
1.6 Design Framework



A Unified, Connected Neighborhood
A major consideration of the urban design framework is to maximize connectivity with the north-south linkages of Pier 70, creating a continuous, legible, single neighborhood.



Walkable, and Human Scale
The framework continues 23rd Street and Humboldt Street through the site, carrying these connections all the way to the waterfront. A third east-west connection formed by Power Station Park further reduces the scale of the blocks, providing for an inviting, walkable grid of streets and open spaces.



Unmistakably a Waterfront Place
The design framework prominently features the project's expansive waterfront access. All roads at the Power Station lead to the Bay. The street framework invites pedestrians and cyclists to access the Blue Greenway, and park viewsheds capture open views across the water to the hills beyond.

Land Use

The Power Station project's land use framework and SUD specify residential, commercial (office, laboratory, and life science), PDR, retail, hotel, and open space uses.

The framework calls for a variety of housing types, including affordable housing, to create a diverse and family-friendly neighborhood.

A variety of neighborhood-serving retail, services, and amenities are provided within convenient walking distance of housing and commercial uses on the site.

The land use framework balances and distributes the various uses so that they work together to create a complete, round-the-clock neighborhood. Figure 1.6.1 illustrates the project's approach to the distribution of land uses. The land use framework is based on Principles 2, 4, and 6.

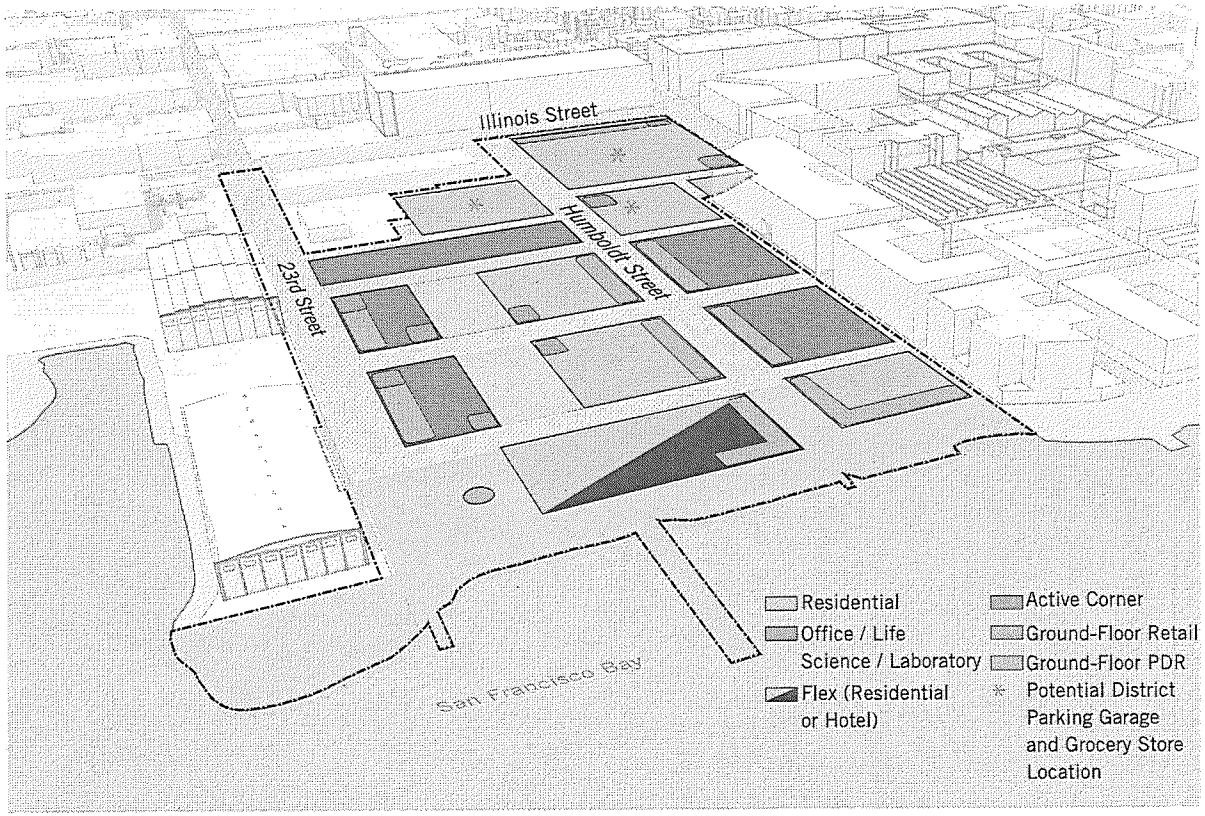


Figure 1.6.1 Land Use Framework

Waterfront and Open Spaces

The Power Station project will join a connected network of waterfront parks and open spaces that includes Crane Cove Park, Warm Water Cove, the Blue Greenway, and those at Pier 70, opening this portion of the Central Waterfront to public access and enjoyment for the first time in 150 years.

The Power Station project's open space framework provides a variety of recreational uses on the Central Waterfront, including a rooftop soccer field, playgrounds, and other amenities that support active recreation and wellness. Parks are programmed with all potential users in mind, accommodating a variety of abilities and interests. Figure 1.6.2 illustrates the series of open spaces throughout the site and how they connect.

The waterfront design is comprised of a series of active spaces, enlivened by the proposed hotel, restaurants, and other retail uses. A recreational dock may provide direct access to the water, while carefully designed moments along the Blue Greenway provide places to enjoy sweeping views of the Bay. The Point is envisioned as a quieter place for picnicking and adventure play, and the Blue Greenway reacreational loop provides a critical link along the waterfront for pedestrians, cyclists, visitors, and residents alike.

Power Station Park is intended to be a neighborhood gathering-place similar to South Park in SoMa, which balances the dynamism of flexible open spaces with the attraction of specific activities for all age groups (such as seating areas, play structures, etc.). Surrounding ground-floor uses are intended to activate these open spaces day and night, during the week, and on weekends. The open space framework is based on Principles 1, 5, and 7.

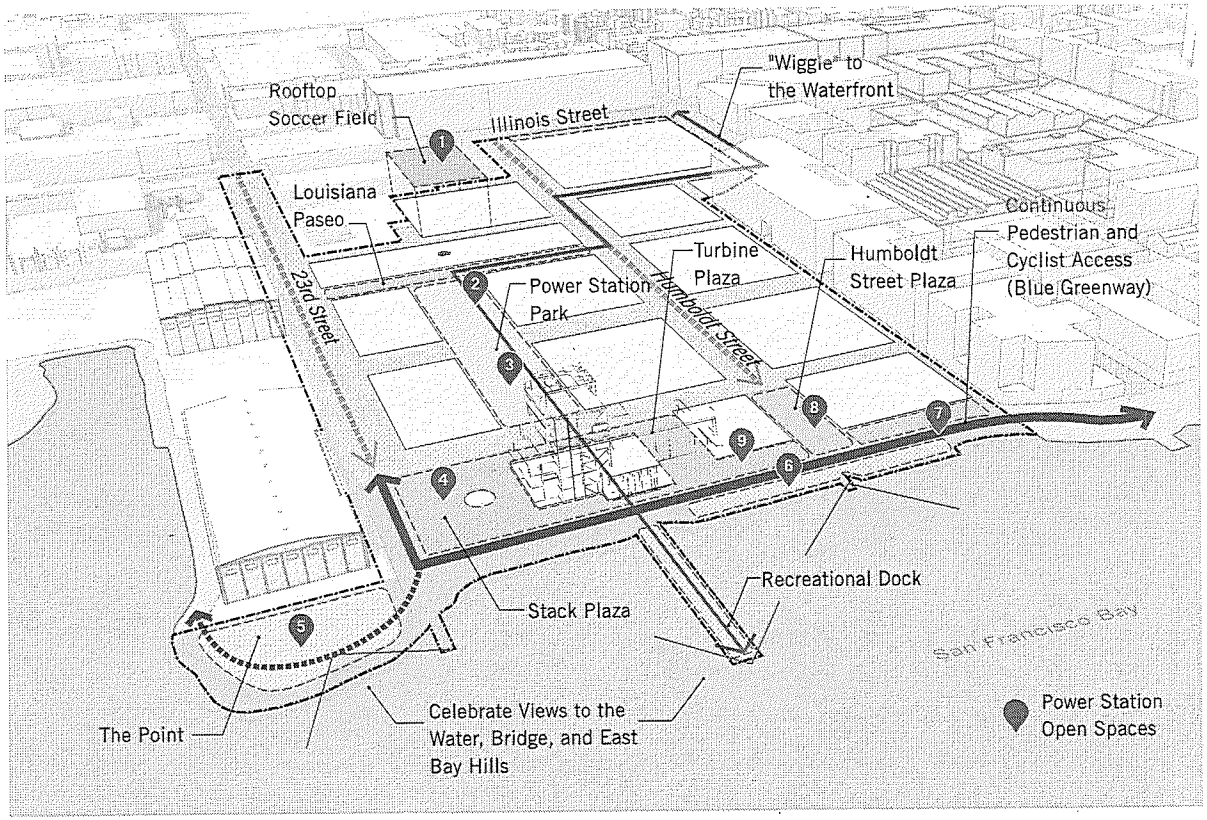


Figure 1.6.2 Open Space Framework

Images at right demonstrate the range of potential recreational and active uses corresponding to the numbered open space areas in Figure 1.6.2, including flex fields for soccer and yoga, formal play structures, adventure play spaces, social games, and adult fitness facilities.

Complete Streets

City policy calls for a shift to active modes of travel, such as walking, biking, and transit, which reduce congestion and emit fewer greenhouse gases. Additionally, San Franciscans increasingly demonstrate a preference for sustainable transportation modes, owning fewer cars and taking fewer car trips.

There are several existing plans that together will help to reduce automobile use at the Power Station. These include increased service and capacity on the Muni T-Line, a new bus line that will terminate at the site, faster and more frequent regional connections via Caltrain (due to electrification), and the expansion of Bay Area Bikeshare.

Streets at the Power Station project are networked and designed to enhance walking and bicycling connections to transit, the Blue Greenway, and adjacent neighborhoods in the city. In addition to being better for the environment, sustainable transportation choices support the health and wellness of future residents, workers, and visitors to the site. Figure 1.6.3 illustrates the transportation network for the Power Station project.

Streets and sidewalks are designed to be safe and enjoyable for users of all backgrounds, physical abilities, and mode choices. Street design will plan for and accommodate evolving transportation needs and technology, including a shift to shared modes such as ride-hailing services and public transit; increased passenger loading; and systems-based delivery of goods. The complete streets framework is based on Principles 4 and 7.

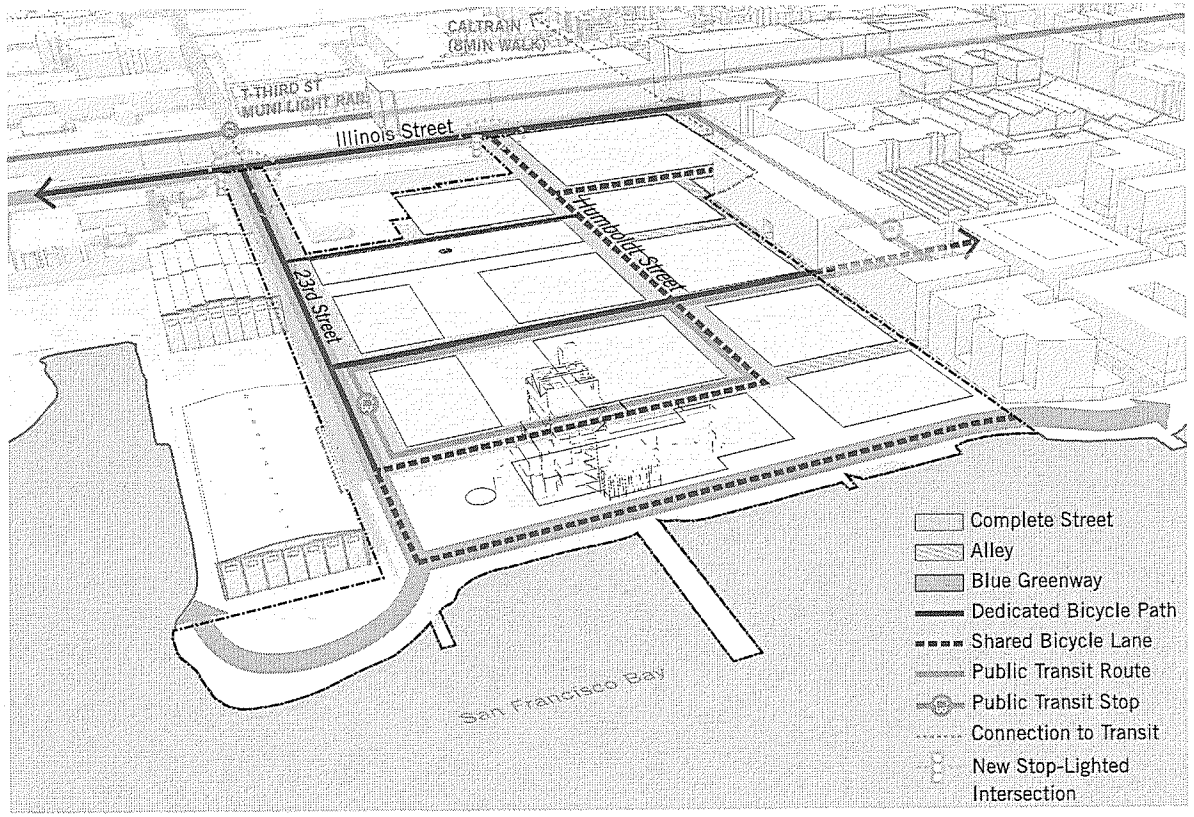


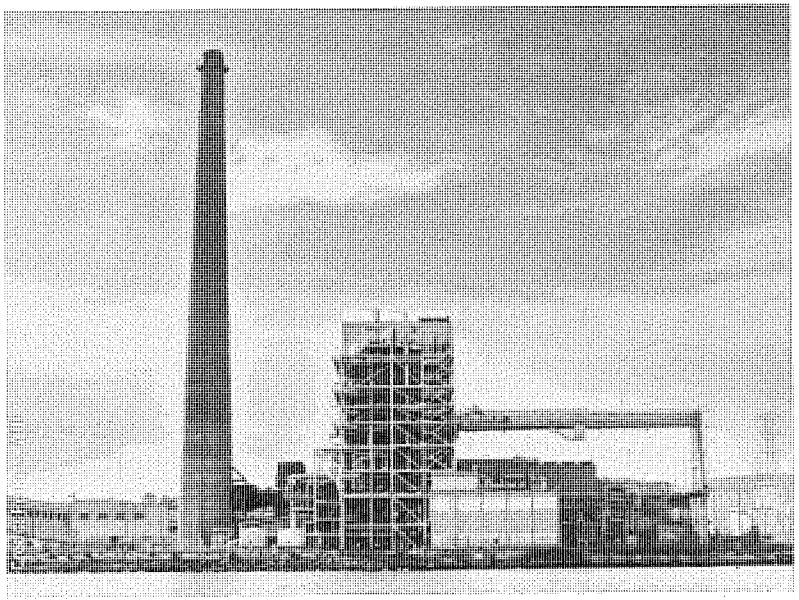
Figure 1.6.3 Transportation Network

Historic Character

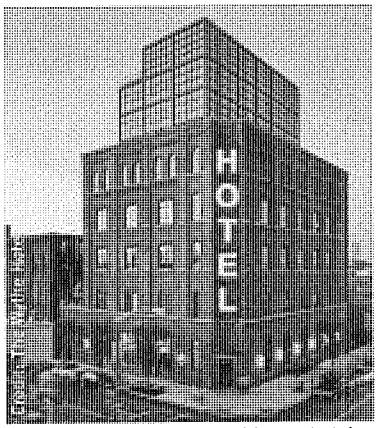
There are a few remnants of the site's prior use as a sugar refinery and as a power station that carry the historic character of the Power Station into the present. The Stack, arguably the most prominent visual icon of the Central Waterfront area, will be retained. Unit 3, the second most visually prominent structure on-site, may be retained and converted into a hotel, residential building, or combination of the two uses. Station A will be rehabilitated and repurposed as an office building. Other historic resources, such as the Compressor House, the Meter House, and the Gate House, are proposed to be demolished.

Adaptation of this site from a polluting power plant into a healthy, sustainable neighborhood also serves as an important opportunity to shape a resilient future for the site with thoughtful, forward-thinking, and integrated design. A robust interpretive program is established in this D4D to communicate the unique industrial history of the project site and its role in the Dogpatch neighborhood. The program calls for the permanent display of interpretive materials in open spaces and on buildings throughout the site (refer to Section 2: Interpretive Vision). Where historic resources such as the Stack, Station A, and potentially Unit 3 are adaptively reused, those buildings/locations will incorporate site-interpretive elements as a way to share the stories of the site's industrial past.

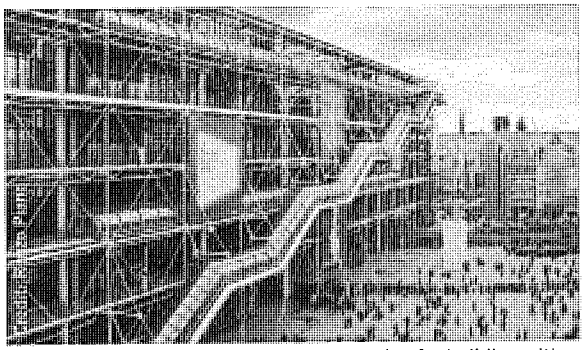
Third Street Industrial District design controls are embedded in the Open Space, Streets, and Buildings Sections of this D4D. The historic character framework is based on Principle 3 and ensures that new construction is compatible with the historic district within which the project site is located.



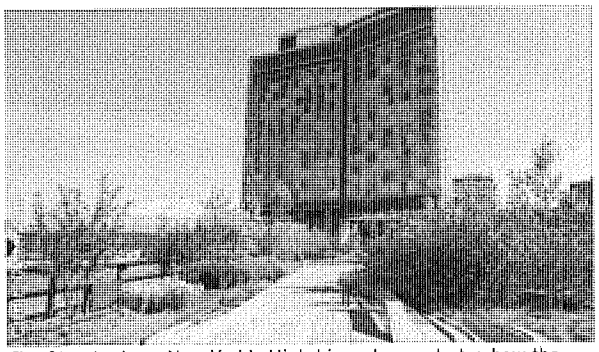
A view of Unit 3 and the Stack from the Bay.



A historic building adapted into a hotel.



The Pompidou Center in Paris is an example of a building with an external structure, as Unit 3 would have if developed into a hotel. The visibility of the structure on the outside of the building offers a unique architectural opportunity.



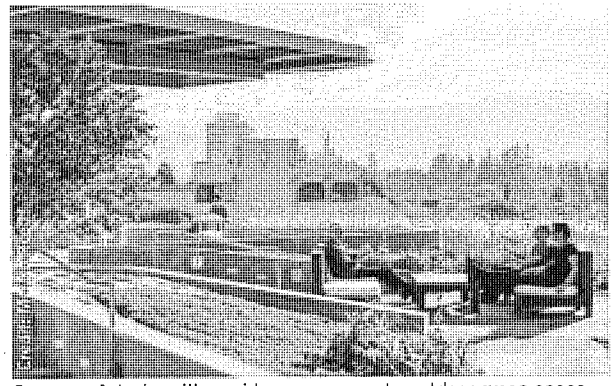
The Standard, on New York's High Line, demonstrates how the identity of a hotel can be tightly linked to adjacent open spaces, as Unit 3 will be with the waterfront at the Power Station project.

Sustainability, Resilience, and Wellness

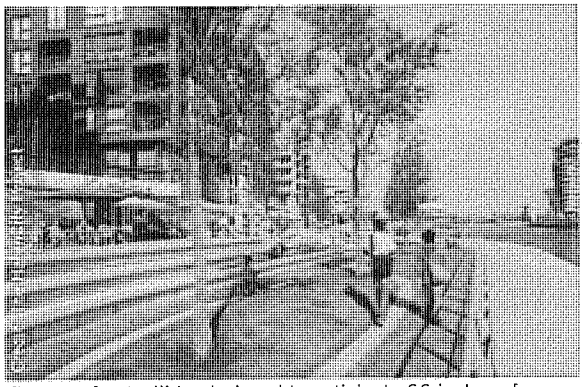
Consistent with Principle 7, redevelopment of the Power Station aims to create a healthy, sustainable, and resilient neighborhood that fosters innovation and embraces wellness. The project endeavors to create a low-carbon community in response to the site's past use as a power plant and in support of San Francisco's ambitious Climate Action Strategy. The project aims to reduce Greenhouse Gas (GHG) emissions in ways that also improve air quality, contribute to water conservation, and support human health and wellness. The project is intended to be a leading example of a sustainable and resilient community and the site's interpretive program serves as an opportunity to highlight and enhance public understanding of the strategies that contribute to these goals.

Transportation planning on the site is intended to reduce single-occupancy vehicle use and vehicle miles traveled (VMT), improving air quality by reducing greenhouse gas emissions from cars. New infrastructure will take advantage of the mix of uses on site, allowing buildings to work together to save water and energy—critical, as buildings account for a large portion of greenhouse gas emissions.

The open space strategy restores waterfront access and vegetation to the site, improving biodiversity and encouraging healthier ecosystems, using landscape to manage stormwater, further improving local air quality, contributing to meaningful carbon sequestration, and providing spaces for active outdoor use. As a response to climate change, the site's future elevations along the shoreline anticipate and accommodate sea level rise and storm surge into the year 2100.

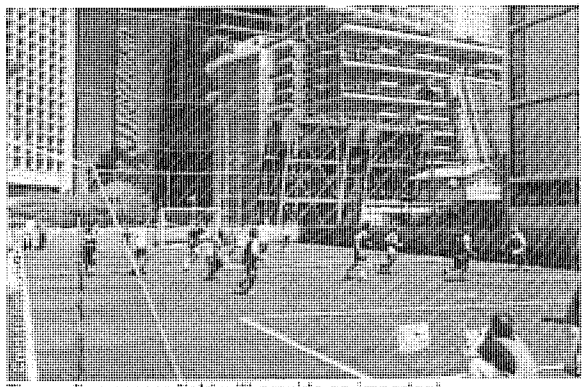


Green roof decks will provide easy access to outdoor green space.



The waterfront will be designed to anticipate 66 inches of sea level rise (the current projection for the year 2100.)

Flexible outdoor spaces allow for a range of activities such as yoga and other forms of fitness.



The rooftop soccer field will provide an important recreational amenity for the entire Central Waterfront.

Fostering wellness is central to the site design, which encourages walking and cycling, and provides site-wide recreational amenities such as flexible lawns, play areas, and the rooftop soccer field. Inside the buildings, multiple sets of controls promote wellness, from the selection of healthy building materials to the provision of building amenities that support physical activity, respite, recreation, and community gathering.

Urban Form and Architecture

The Central Waterfront is made up of different neighborhoods that together form a distinct, eclectic district. A diverse mix of buildings characterizes the area, including large-scale warehouses that occupy an entire block, small Victorian flats, mid-rise multi-family buildings, and large-floorplate office buildings. Visual connections to most of the site are limited by the presence of the switchyards and the American Industrial Center buildings.

To promote Principle 6, the Power Station design establishes a pattern of streets and blocks that is walkable and appropriate to its context, and relates and connects to the existing and future neighborhood. The ground floors of buildings will be programmed and designed to enliven and activate the public realm and emphasize a human scale.

Building envelopes have been set to allow sunlight to reach parks and streets, reduce wind impacts, and step down toward the water's edge. The massing for the site will allow for a diversity of building heights and types, including low- and mid-rise buildings. A cluster of mid and high-rise buildings along Humboldt Street will rise to create a counterpoint to the iconic Stack as indication that there is life and activity beyond the switchyards.

As illustrated in Figure 1.6.4, most buildings will make up a general urban fabric, with a streetwall height that provides enough continuity to frame the streets, but allows for a variety of heights and modulation ("fabric buildings"). A few select buildings will stand out: Station A, the Unit 3 hotel (if retained) and the Stack, as well as the 240-foot tower (Block 7), frontages facing Power Station Park, and Block 4 on the waterfront ("differentiated buildings"). These differentiated buildings all offer opportunities to deploy iconic architecture that contributes to a unique site identity and sense of arrival at a special place.

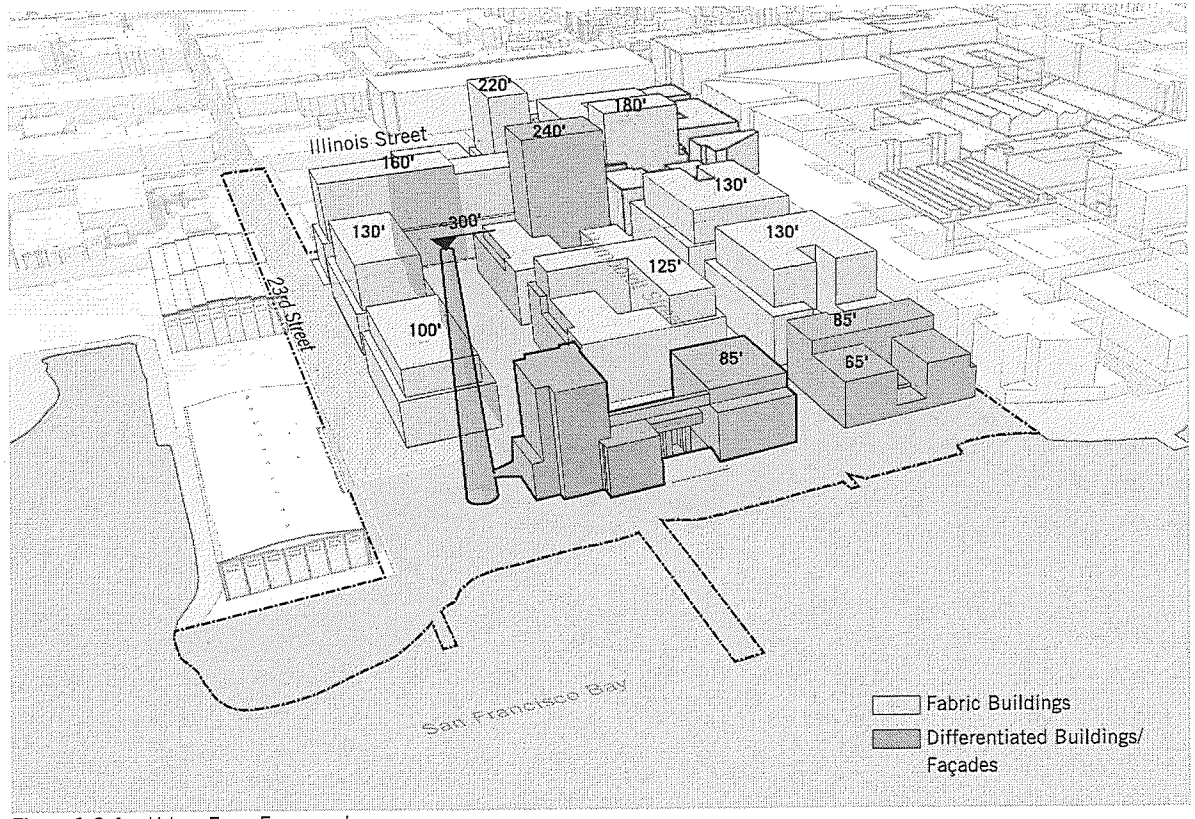


Figure 1.6.4 Urban Form Framework

Images above capture the aspirations for the architecture at the Power Station: gridded buildings with structure-and-fill-type construction, solid streetwalls, and potential for more transparency above; a ground floor that is designed to enliven and activate the adjacent pedestrian realm; and high-quality materials that contribute a tactile aspect to the pedestrian experience.

Section 2

TELLING OUR STORY: INTERPRETIVE VISION

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2.2 Visitor Flow and Interpretive Locations 37

2.3 Interpretive Production Techniques 40

Interpretive Vision

The Power Station will celebrate its rich industrial history, bridging its past with contemporary stories of its continued transformation. A program of coordinated interpretive exhibits will be integrated throughout public areas and open spaces to promote an understanding of the site's history, significance, and function.

The Interpretive Mission Statement above shall guide all interpretive endeavors for the Power Station.

This Interpretive Vision chapter of the D4D details important stories relevant to the further development of the site. It provides the framework for a site-wide interpretive masterplan required as part of Mitigation Measure M-CR-5c. This framework was developed in coordination with the Project Sponsor and the Planning Department, and serves as the guiding vision for the interpretive masterplan. The interpretive strategies as identified within this chapter are consistent with the remainder of the D4D and will be coordinated with the designs and designers of public areas and open spaces. The hierarchy, location, and expression of these interpretive experiences will be further refined during the project's implementation.

This section provides a framework for a site-wide interpretive masterplan required as part of Mitigation Measure M-CR-5c of the *Potrero Power Station Mixed-Use Development Project Environmental Impact Report* ("EIR"). This framework was developed in coordination with the Project Sponsor and the Planning Department, and serves as the guiding vision for the interpretive masterplan.

Measure M-CR-5c is included here for reference:*

Prior to any demolition or rehabilitation activities that would remove character-defining features of an individual historical resource or contributor to a historic district on the project site, the Project Sponsor shall consult with planning department preservation staff as to whether any such features may be salvaged, in whole or in part, during demolition/alteration. The Project Sponsor shall make a good faith effort to salvage materials of historical interest to be utilized as part of the interpretative program. This could include reuse of the Gate House or a portion of the Unit 3 Power Block.

Following any demolition or rehabilitation activities within the project site, the Project Sponsor shall provide within publicly accessible areas of the project site a permanent display(s) of interpretive materials concerning the history and architectural features of the individual historical resources and Third Street Industrial District. The content of the interpretive display(s) shall be coordinated and consistent with the site-wide interpretive plan prepared in coordination with planning department preservation staff, and may include the display of salvaged features recovered through the process described above.

The specific location, media, and other characteristics of such interpretive display(s) shall be presented to planning department preservation staff for review prior to any demolition or removal activities. The historic interpretation plan shall be prepared in coordination with an architectural historian or historian who meets the Secretary of the Interior's Professional Qualification

Standards and an exhibit designer or landscape architect with historical interpretation design experience.

Interpretive display(s) shall document both the Third Street Industrial District and individually eligible resources to be demolished or rehabilitated. The interpretative program should also coordinate with other interpretative displays currently proposed along the Bay, specifically at Pier 70, those along the Blue Greenway, and others in the general vicinity. The interpretative plan should contribute to digital platforms that are publicly accessible.

A proposal describing the general parameters of the interpretive program shall be approved by planning department preservation staff prior to issuance of a site permit. The substance, media, and other elements of such interpretive display shall be approved by planning department preservation staff prior to issuance of a Temporary Certificate of Occupancy.

* In the event of inconsistencies or conflicts between the M-CR-5(c) language included in this section and the final Power Station EIR, the EIR shall control.

2.1 Experiential Goals

The following tenets are a culmination and distillation of local government agency and project stakeholder guidance, along with interpretive best practices. They will guide the development of interpretive exhibits at the Power Station. See Figure 2.1.1.

Celebrate Transformation

The site has a rich industrial history, with each successive occupant 'standing on the shoulders' of its predecessors. The infrastructure of each occupying industry was repurposed and transformed to accommodate the next. Each occupant was tied to the waterfront, which also continually changed, based on the needs of the occupant. The Power Station will continue in this evolution to support the ever-changing needs of the community. The exhibits should highlight transformation as a 'metanarrative.'

Demonstrate Connections

The intent is to expose residents, visitors, and employees to the layered history of the site rather than depict the site's history in a linear fashion. Potrero Point has many independent stories, which paint a broader picture when combined. By bridging the past with the present within a geographical context, the exhibits at the Power Station should be designed to help visitors connect these individual stories into broader-reaching themes to fully realize the site's importance.

Create a Unique Identity

The industrial heritage along the Central Waterfront is evident across Potrero Point and many neighboring sites. Once these developments are complete, most visitors will perceive them as a continuous fabric of the city, yet each has a unique story to tell. For continuity, the exhibits at the Power Station should share some interpretive methodologies with neighboring sites, yet visitors shall be made aware of historical boundaries to create a unique identity and sense of place.

Reveal the Past

Continuous growth has yielded many changes to Potrero Point over time. With technological advances, the site infrastructure has evolved to support its inhabitants and will continue to do so. Even during its tenure as a functioning power station, many prominent structures were replaced by more relevant ones. Upon completion of the Power Station development, many of the site's past historic resources will not be physically available for storytelling. Where appropriate and feasible, these elements shall be revived in interpretive features like paving patterns, site markers, exhibit panels, repurposed artifacts and other artistic techniques intended to show what is no longer there. Additionally, any retained historic resources shall be interpreted within the exhibit program.

Echo the Diversity

A diverse array of visitor types will come to the Power Station—those with different interests, time constraints, learning styles, capabilities, ages, cultures, etc. The site will have a heterogeneous mix of offerings and experiences and the exhibit methodologies will be equally varied to provide interpretation for all of its users and visitors.

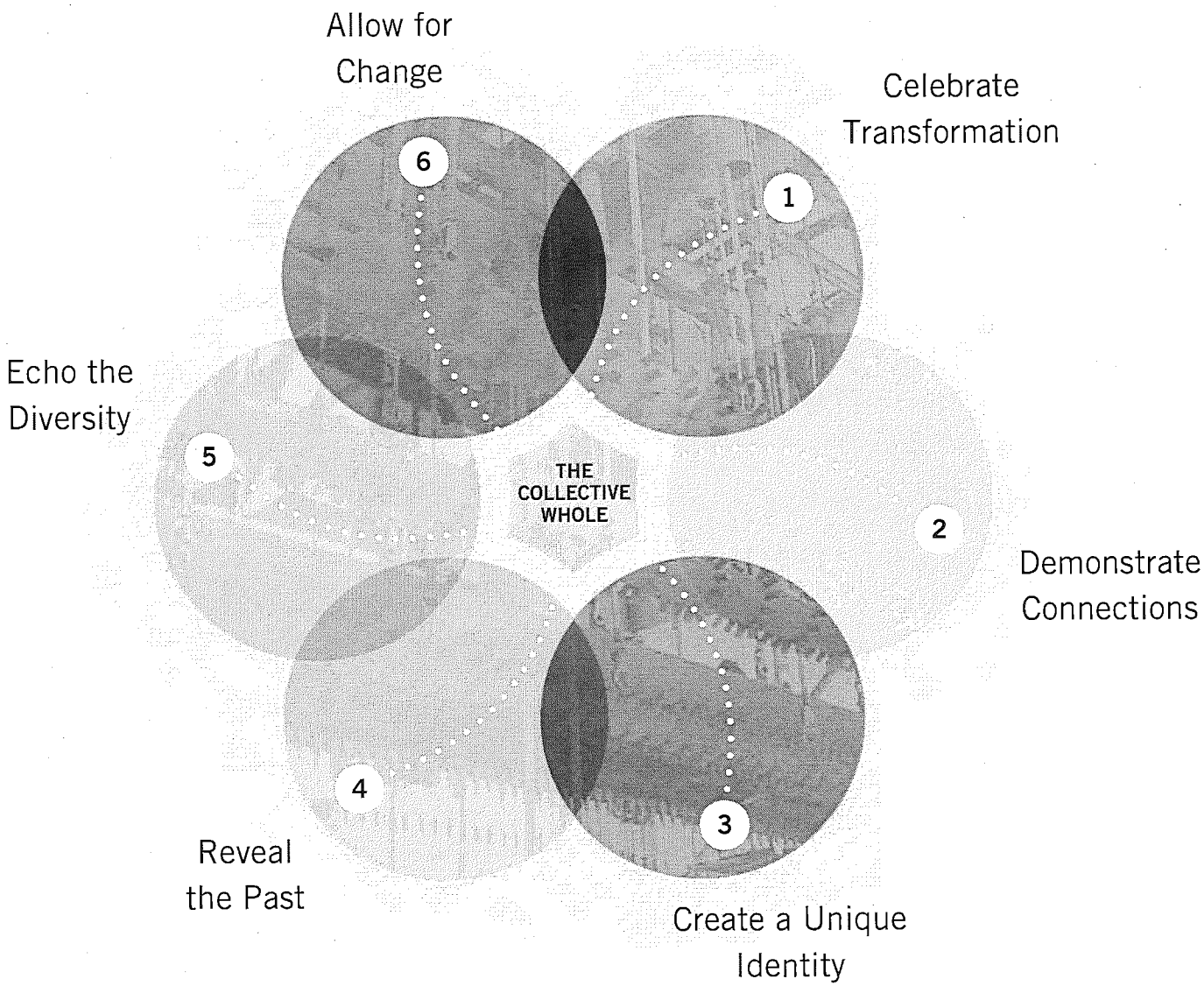
Allow for Change

The site has transformed throughout its history and is expected to continue evolving. Permanent interpretive features should have the capacity to be augmented with opportunities for further storytelling, adding points of view and even reinterpreting history if society's views change. The site will include multi-purpose programmable areas, which potentially allow an ongoing dialogue about its history, as well as facilitated interpretive events, such as changing exhibits or the display of archaeological features that may be uncovered during site excavation.

The Collective Whole

It is unlikely that each interpretive experience could individually satisfy all of these tenets. Interpretive designers should attempt to satisfy as many of these tenets as possible per experience and consider whether other goals have or will be met by other experiences.

Figure 2.1.1 Interpretive Experiential Goals



2.2 Visitor Flow and Interpretive Locations

At the Power Station, visitors will enter the site from different points, and come with unique destinations and interests. Controlling the sequence and depth of each visitor's interpretive experience is not possible. However, learning can be optimized by establishing a hierarchy of experiences designed to direct individuals from one destination to another.

Figure 2.2.1 demonstrates potential pedestrian paths of travel through the site. Though typical behavior might be from west to east along primary corridors, an indefinite number of visitor pathways may be assumed. Using an aleatoric approach, a random experience for organic discovery of stories is embraced, while providing structure in the hierarchy of experiences, painting stories across the site. Thus, interpretive exposure for the largest variety of visitor types is maximized, offering a unique and novel experience for each person.

This method of interpretive organization is referred to as "hub and spoke". A central hub of interpretive information provides an overview of all of the site's stories, as shown on Figure 2.2.2. It feeds (and conversely is fed by) interpretive features across the site. Such features may take the form of larger interpretive features or smaller "breadcrumbs" collected by wanderers.

The hub and spoke approach, along with a hierarchy of interpretive experiences, will also be employed at adjacent sites, including the Pier 70 project and Crane Cove Park. This continuity allows visitors across multiple sites to place individual site stories into a larger context to better appreciate the significance of the sites, individually and collectively.

CONSIDERATIONS

2.2.1 The Hub
Create a central interpretive hub to educate and inspire travel to alternate points on the site. This hub shall be placed in a prominent, open space area and shall give an interpretive overview of the site, as well as direct visitors to other locations to continue their interpretive journey.

2.2.2 Interpretive Hierarchy
At geographically-appropriate locations, employ a diverse range of interpretive features, organized into a hierarchy of experience types with varying depths, fed from and to the hub. This will allow learning experiences for all visitor types.

2.2.3 Visitor Paths
In the layout of interpretive experiences on site, embrace random paths of travel, yet provide a visible organization of stories. This will allow each visitor to have a novel experience and still find the information they may be seeking.

2.2.4 Collective Experience
Design individual elements to paint a larger interpretive picture by demonstrating connections to other interpretive elements on site. By providing these connections, visitors will better understand the context of a particular story within the site.

2.2.5 Connect to Adjacent Sites and Blue Greenway
Connect the Power Station interpretive stories to adjacent sites and the Blue Greenway through shared interpretive methodologies and content references that provide context between the sites.

2.2.6 Site Introduction
At each major point of site entry, consider the use of a site introduction. This will help delineate site boundaries to create a unique site identity. These elements should give a brief overview of the historical significance of the site and may be tied to other site identification and orientation information. At each minor point of entry, consider the use of a smaller site boundary marker to identify historical property lines.

2.2.7 Breadcrumbs
Consider the regular use of light interpretive elements—or "breadcrumbs"—across the site to help lead visitors from one experience to another. Increase the density along the "wiggle" pedestrian zone to help draw visitors to the waterfront.

2.2.8 The View
Though the tops of buildings are not typically considered part of the open space portions of the site, they represent a unique vantage point in which to see the extent of the site and understand what was once there, in addition to affording an opportunity to see the site within the context in which it resides. Architects should consider adding interpretive elements atop any buildings where the public may have access (especially the Rooftop Soccer Field and Unit 3).

2.2.9 Salvaged Architectural Elements
If the north façade of the Station A Machine Shop (Greek Revival Façade) and Gate House are preserved as salvaged elements, consider locating them as shown on Figure 2.2.2.

Figure 2.2.1 Interpretive Visitor Flow Diagram

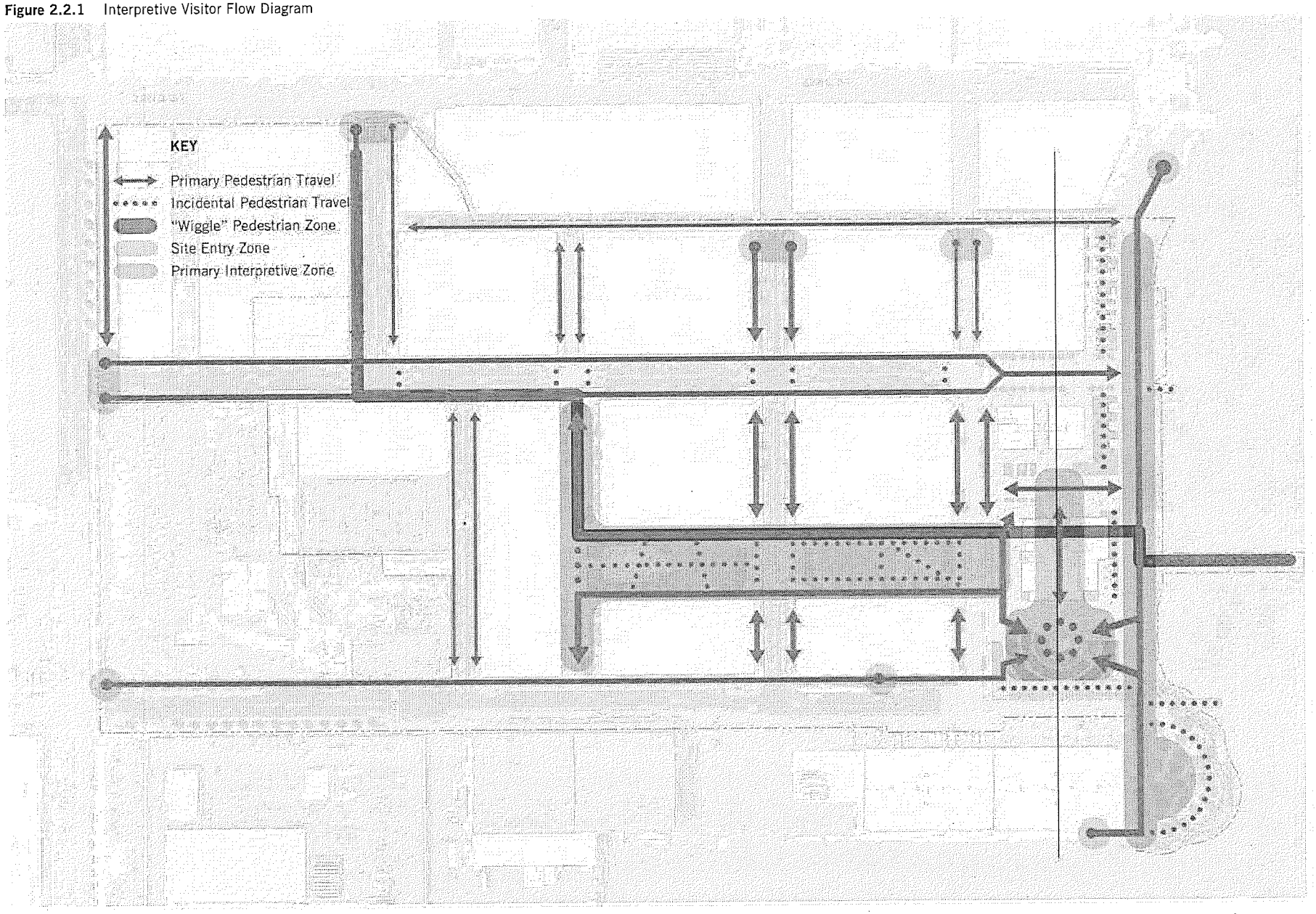
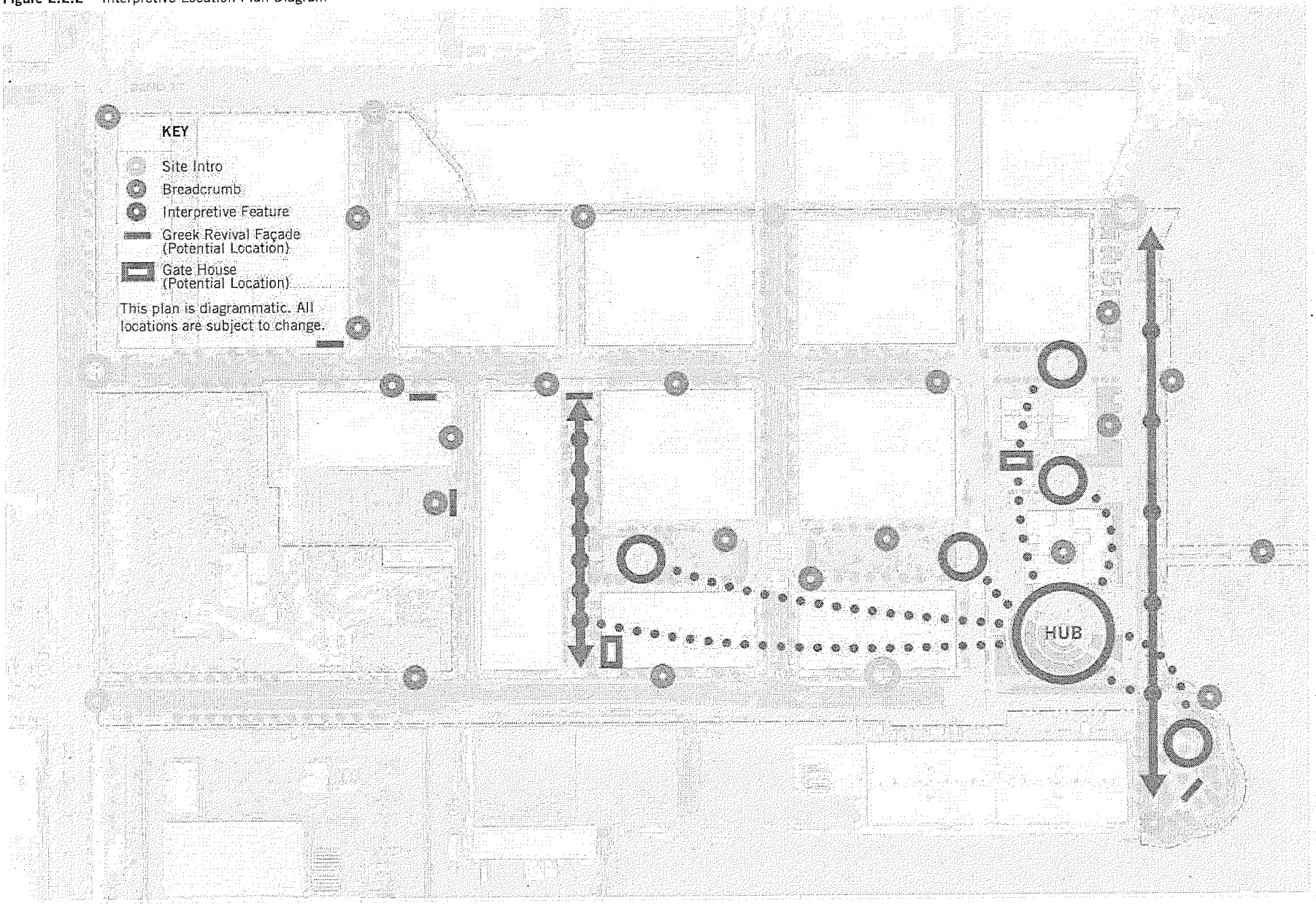


Figure 2.2.2 Interpretive Location Plan Diagram



2.3 Interpretive Production Techniques

GUIDELINES

2.3.1 Interpretive Production Techniques

Use constructed or existing site elements, if feasible, as interpretive infrastructure. This will not only produce a more integrated look, but can also reduce cost and structural interventions in a busy landscape. While each interpretive experience may employ a variety of methods to tell a story, the following family of techniques should be used when possible. See Figure 2.3.1 for precedent imagery of these techniques.

A) Etched Concrete
Text and/or diagrammatic (or halftone) images are etched into a horizontal or vertical cast concrete surface via a graphic film that is temporarily applied to the form in the casting production. When removed, this visually exposes the aggregate within the surrounding smooth finished surface wherever the graphic exists.

B) Sandblasted Surface
Text and/or diagrammatic images are sandblasted into hard surfaces (concrete, paving, boulders) via a frit masking process. This produces depth wherever the graphic occurs and may be used across a field of material or individually. This process is best-suited for irregular or already-set surfaces and may be dyed to produce additional contrast.

C) Laser-Etched Wood
Text and/or diagrammatic images are laser-etched into wood decking, benches, and other site wood surfaces (prior to delivery to the site), removing a small amount of material wherever the graphic occurs. The graphic contrast is enhanced by a slight burning of the wood. This may be used across a field of wood or individually.

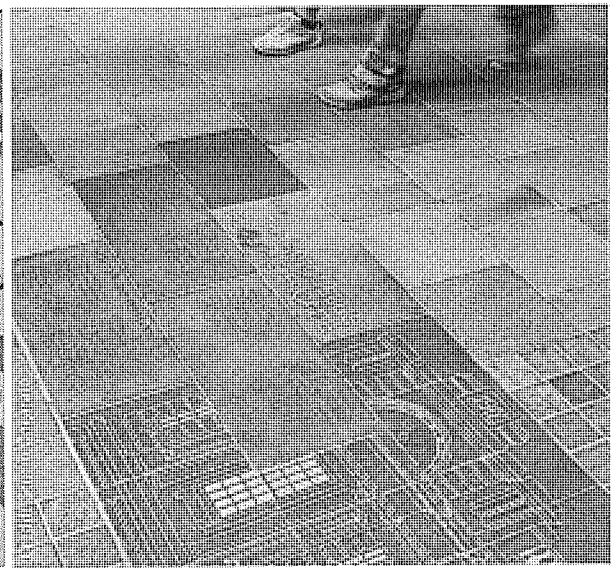
D) Modified Metal
Text and/or diagrammatic images are incorporated into metal surfaces via a variety of techniques, including chemical etching, rust-resistant finishes, and screenprinting. Additionally, laser (or waterjet) cutting may be employed to shape and/or remove material.

E) Tactile Object
A cast bronze dimensional representation of an historical object (or site plan) is attached to a wayside (or other explanatory) panel, or set on its own, to provide tactile interpretation. This durable surface may have a patina (or paint) applied to match other site materials. The technique is especially relevant for those with visual disabilities.

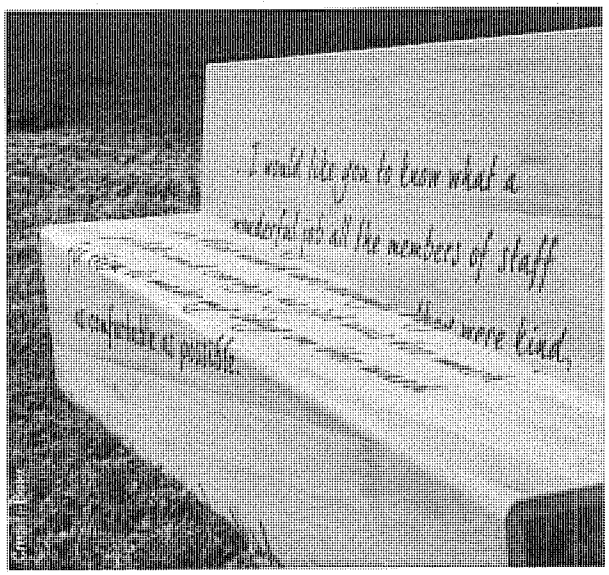
F) Wayside
A explanatory graphic panel is mounted to an architectural surface or is freestanding to give interpretation specific to that area or adjacent building/ object. This is the primary tool utilized to provide interpretive depth, where necessary. It may also be paired with other interpretive production techniques and wayfinding information.

Figure 2.3.1 Interpretive Production Techniques

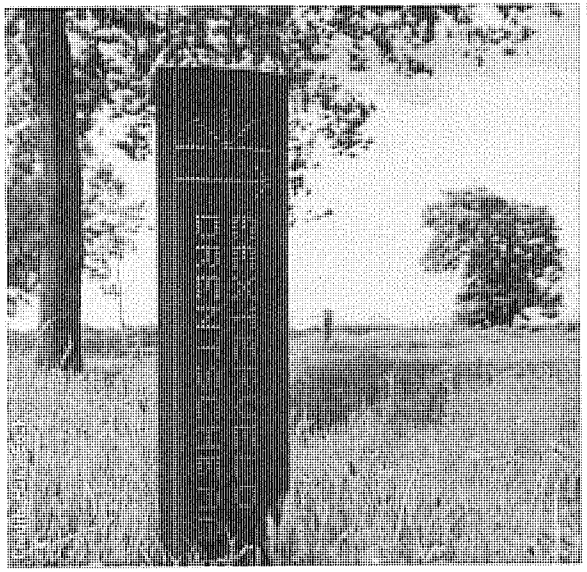
a. Etched Concrete



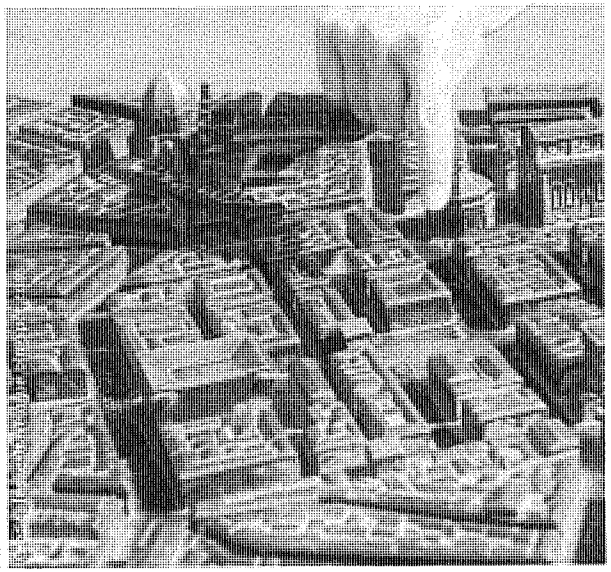
b. Sandblasted Surface



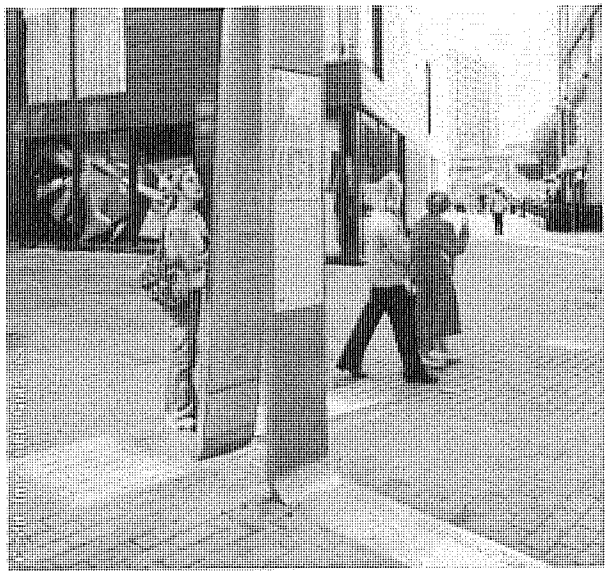
c. Laser-Etched Wood



d. Modified Metal



e. Tactile Object



f. Wayside

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Section 3

LAND USE

3.1 Land Use Plan 46

3.2 Ground Floor Uses 50

RESIDENTIAL
COMMERCIAL
GROUND FLOOR USES
RECREATION

Zoning and Land Use

The Power Station project will provide a mix of the uses that support the Central Waterfront neighborhood identity as a place to live, work, and create.

The district permits Residential, Office, Hotel, Life Science, Laboratory, PDR, Retail, and Entertainment, Arts, and Recreation uses. Off-street accessory parking is permitted, and off-street non-accessory parking is not permitted. Supplementing the permitted uses are standards designed to create active ground floor uses, including PDR spaces that will enliven frontages along 23rd Street, and community-oriented spaces or residences throughout the neighborhood. The district permits rooftop accessory and principal uses including Retail, Child Care Facilities, and Entertainment, Arts, and Recreation uses.

The zoning and land use controls that follow will be codified in the *San Francisco Planning Code Section 249.87*, as the Power Station Special Use District (the "SUD"). The land uses for each block are intended to create a vibrant, complete neighborhood.

As shown in the Land Use Plan (Figure 3.1.1), a variety of land uses are permitted on each block.

Uses shown in the Land Use Plan apply to all floors, including mezzanines and ground floors, unless otherwise noted. The standards focus on overall categories of use, and denote specific uses within each category that are not permitted.

3.1 Land Use Plan

STANDARDS

3.1.1 Land Use

The Power Station Project is within the Potrero Power Station Special Use District (PPS-SUD). Port-owned waterfront land is zoned P (Public) and the remainder of the site is zoned PPS–MU (Potrero Power Station–Mixed Use). All uses shall be permitted, except as listed in Table 3.1.1 as Not Permitted (NP). The uses shown in Table 3.1.1 are principal uses.

Land use categories identified in Table 3.1.1 are consistent with Planning Code definitions.

Ground floor uses shall be further regulated by Section 3.2: Ground Floor Uses.

3.1.2 Dwelling Unit Density Limit

Dwelling unit density shall not be limited by lot area. See Section 6.1.3 and 6.1.4 for dwelling unit exposure standards and residential open space requirements.

3.1.3 Required Minimum Dwelling Unit Mix

(a) No less than 30 percent of the total number of proposed dwelling units in each building or phase shall contain at least two bedrooms. Any fraction resulting from this calculation shall be rounded to the nearest whole number of dwelling units.

(b) No less than 10 percent of the total number of proposed dwelling units in each building shall contain at least three bedrooms. Any fraction resulting from this calculation shall be rounded to the nearest whole number of dwelling units. Units counted towards this requirement may also count towards the requirement for units with two or more bedrooms as described in subsection (a) above.

(c) The minimum dwelling unit mix requirement shall not apply to buildings for which 100 percent of the residential uses are designated under Planning Code as: Group Housing, Inclusionary or below-market-rate dwelling units, Single Room Occupancy (SRO) Units, Student Housing, or housing specifically and permanently designated for seniors or persons with physical disabilities, with the exception of units to be occupied by staff serving any of the foregoing residential uses.

3.1.4 Active Uses in Open Spaces

Retail Sales and Service and Entertainment, Arts, and Recreation Uses are allowed within a limited number of mobile carts and kiosks in parks and open spaces, as shown in Table 4.15.1 and discussed in Section 4.15. See Figure 4.15.1 for potential locations where mobile carts and semi-permanent kiosks are permitted.

3.1.5 Temporary Uses

Temporary Uses and Intermittent Activities (as listed in *Planning Code Sections 205.1 through 205.4*) are permitted, provided that the Temporary Uses listed in *Section 205.3* are limited to 72 hours per event, for up to 12 events per year per building.

In addition to the above, Retail Sales and Service Uses as well as Entertainment, Arts, and Recreation Uses that are permitted as a principal use pursuant to Table 249.87-1 in the PPS SUD may be authorized for a period of up to 180 days as a Temporary Use.

3.1.6 Outdoor Activity Areas

Outdoor Activity Areas are permitted.

Table 3.1.1 * Permitted Uses

Power Station Blocks (As Shown in Figure 3.1.1)	**Residential Uses**	**Institutional Uses**	**Retail Sales and Service Uses**	**Non-Retail Sales and Service (including Office Uses)**	**Entertainment, Arts, and Recreation Uses**	**PDR Uses**	**Parking Garage, Public**	**Laboratory Uses**	**Life Science Uses**	**Utility and Infrastructure**
Block 1	P	P(1)	P(2)(7)	P(8)	P(3)(9)	P(5)	P(14)	NP	NP	NP(12)
Block 2	NP	P(1)	P(2)(7)	P(13)	P(3)(9)	P(5)	NP	P(13)	P(13)	NP(12)
Block 3	NP	P(1)	P(2)(7)	P(13)	P(3)(9)	P(5)	NP	P(13)	P(13)	NP(12)
Block 4	P	P(1)	P(2)(7)	P(8)	P(3)(9)	P(5)	NP	NP	NP	NP(12)
Block 5	P	P(1)	P(2)(7)	P(8)	P(3)(9)	P(4)(6)	P(14)	NP	NP	NP(6)(12)
Block 6	Block Omitted from Land Use Plan									
Block 7	P	P(1)	P(2)(7)	P(8)	P(3)(9)	P(5)	NP	NP	NP	NP(12)
Block 8	P	P(1)	P(2)(7)	P(8)	P(3)(9)	P(5)	NP	NP	NP	NP(12)
Block 9	P	P(1)	P(10)	P(8)	P(3)(11)	P(5)	NP	NP	NP	NP(12)
Block 10	Block Omitted from Land Use Plan									
Block 11	NP	P(1)	P(2)(7)	P(13)	P(3)(9)	P(4)	NP	P(13)	P(13)	NP(12)
Block 12	NP	P(1)	P(2)(7)	P(13)	P(3)(9)	P(4)	NP	P(13)	P(13)	NP(12)
Block 13	P	P(1)	P(2)(7)	P(8)	P(3)(9)	P(4)(6)	P(14)	NP	NP	NP(6)(12)
Block 14	P	P(1)	P(2)(7)	P(8)	P(3)(9)	P(5)	NP	NP	NP	NP(12)
Block 15	NP	P(1)	P(2)(7)	P(13)	P(3)(9)	P(5)	NP	P(13)	P(13)	NP(12)
The Stack	NP	NP	P(2)	NP	P(3)	NP	NP	NP	NP	NP(12)
Public and Private Open Space	NP	NP	P(15)	NP	NP	NP	NP	NP	NP	NP

* See Notes on the following page.

Table 3.1.1 Notes:

(1) Hospital is NP. P at basement, ground floor, and mezzanine only for majority Residential buildings; provided that Residential Care Facility and Child Care Facility are permitted on all floors.

(2) Hotel is NP.

(3) Livery Stables are NP.

(4) Automobile Assembly, Agricultural and Beverage Processing 1, Arts Activities, Business Services, Catering, Light Manufacturing, Metal Working, Trade Shop, Wholesale Sales are P at the basement level, ground floor, 2nd floor, and mezzanine only. Other PDR Uses are NP.

(5) Agricultural and Beverage Processing 1, Light Manufacturing, Arts Activities, Business Services, Catering, Trade Shop Wholesale Sales are P at the basement level, ground floor, 2nd floor, and mezzanine only.

(6) Public Utility Yard and Storage Yards are P.

(7) P at the basement level, ground floor, mezzanine, and 2nd floor only; on Blocks 2, 3, 11, 12, and 15, and Block 9 if Block 9 is majority non-residential, Bar, Tourist Oriented Gift Store, Specialty Grocery, Gym, Liquor Store, Limited Restaurant, General Restaurant, Instructional Service, and Retail Personal Service Uses are P on rooftops; other Retail Uses are NP on rooftops.

(8) P at the basement level, ground floor, and mezzanine only.

(9) P at the basement level, ground floor, mezzanine, and 2nd floor; on Blocks 2, 3, 11, 12, and 15, and Block 9 if Block 9 is majority non-residential, Arts Activities, General Entertainment, Nighttime Entertainment, Open Recreation Area, Outdoor Entertainment, and Passive Outdoor Recreation Uses are P on rooftops; other Entertainment, Arts, and Recreation Uses are NP on rooftops.

(10) Hotel is P. Bar, Tourist Oriented Gift Store, Specialty Grocery, Gym, Liquor Store, Limited Restaurant, General Restaurant, Instructional Service, and Retail Personal Service Uses are P on rooftops; other Retail Uses are NP on rooftops. Only one rooftop bar shall be permitted on Block 9. If building is majority Residential, P at the basement level, ground floor, mezzanine, 2nd floor and 3rd floor only.

(11) If building is majority non-residential, P on all floors and rooftop, provided that only Arts Activities, General Entertainment, Nighttime Entertainment, Open Recreation Area, Outdoor Entertainment, and Passive Outdoor Recreation Uses P on rooftops; other Entertainment, Arts, and Recreation Uses are NP on rooftops. If building is majority Residential, P at the basement level, ground floor, mezzanine, 2nd floor, and 3rd floor only.

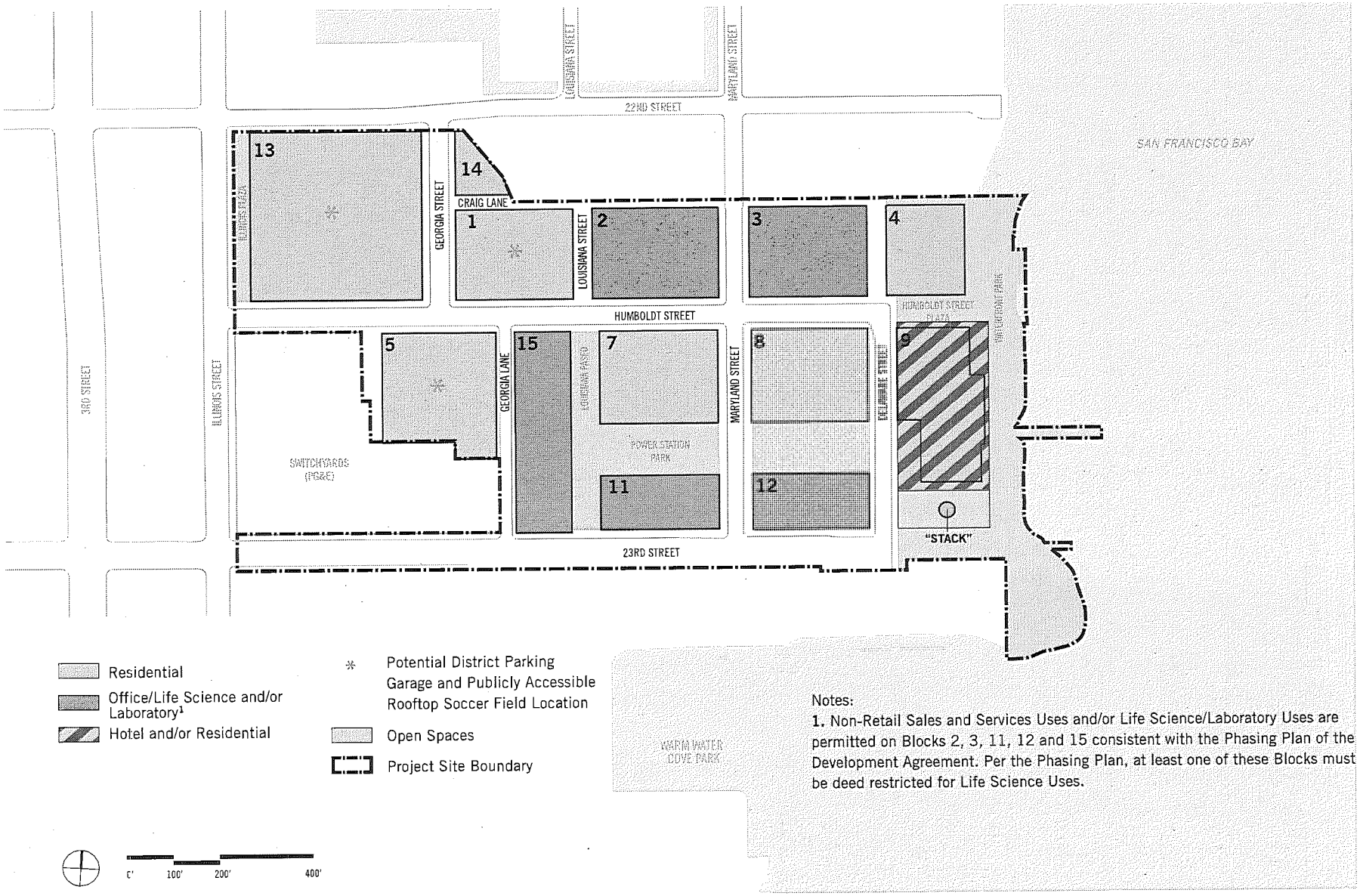
(12) Wireless Telecommunications Services (WTS) Facility, Macro and Wireless Telecommunications Services (WTS) Facility, Micro are P.

(13) Consistent with the Phasing Plan of the Development Agreement, one or more of Blocks 2, 3, 11, 12, or 15 must be deed restricted for Life Science/ Laboratory Uses.

(14) Up to one District Parking Garage is permitted but not required and may be located only on Block 1, 5, or 13. The maximum amount of parking that may be located in the Garage is subject to the parking maximums for the Project as built, less the amount of parking that is developed in each individual building. The maximum height of the Parking Garage shall be 90 feet. The rooftop of the District Parking Garage shall be used as a publicly accessible recreational sports field.

(15) Only Carts and Kiosks are permitted.

Figure 3.1.1 Land Use Plan



Notes:
1. Non-Retail Sales and Services Uses and/or Life Science/Laboratory Uses are permitted on Blocks 2, 3, 11, 12 and 15 consistent with the Phasing Plan of the Development Agreement. Per the Phasing Plan, at least one of these Blocks must be deed restricted for Life Science Uses.

3.2 Ground Floor Uses

Engaging and accessible uses are encouraged on the ground floors of buildings. To encourage movement through the site from the existing Dogpatch neighborhood to Waterfront Open Spaces, a vibrant retail core will exist along Humboldt Street. Beginning with a neighborhood-serving grocery use near the entrance of the site, residents, employees, and guests alike will continue along the street to both neighborhood-serving retail and experiences more boutique in nature as one approaches the water's edge.

STANDARDS

3.2.1 Measuring Frontages

Frontages shall be measured in linear feet.

3.2.2 Measuring Corners

A Corner shall consist of the first 30 feet extending from the intersection of two right-of-ways or a right-of-way and an open space along the frontage of a building.

3.2.3 Active Use Frontages

To create pedestrian and visual activity at the ground floors of buildings, Active Uses shall occur on frontages within the site as shown in Figure 3.2.1. Ground floor Residential and Office uses meeting certain requirements described below qualify as a permitted Active Use. With the exception of space for parking and loading access, building egress, and access to mechanical systems, space for the following "Active Uses" must be provided within the first 25 feet minimum of building depth on the ground floor for 100 percent of the shaded Active Use, Priority Retail and Priority PDR frontage zones identified in Figure 3.2.1, except where a different depth is described below:

- Retail, Sales and Service Use (including 1,000 square foot or smaller "Micro-Retail" uses, which can have a depth of 10 feet from the street, as opposed to the standard depth of 25 feet). See Section 6.17 for additional considerations regarding the development of Active Use space.
- PDR Use.
- Institutional Use. Social Spaces shall be provided at the front of the building, oriented toward the street, within at least the first 15 feet of building depth.
- Entertainment, Arts, and Recreation Use.
- Lobbies up to 40 feet wide or 25 percent of building frontage, whichever is larger.
- Up to 50 percent of the building frontage may contain accessory mail rooms and bicycle storage rooms with direct access to the street or lobby space and Non-Retail, Sales and Service Use (including Office Use). Social Spaces shall be provided at the front, oriented toward the street, within at least the first 15 feet of building depth.
- Residential Uses. Includes dwelling units and Social Spaces accessory to Residential Uses that have direct access to a street or public open space.

All Active Uses must have a Transparent Frontage per Standard 6.9.5, Transparent Frontage.

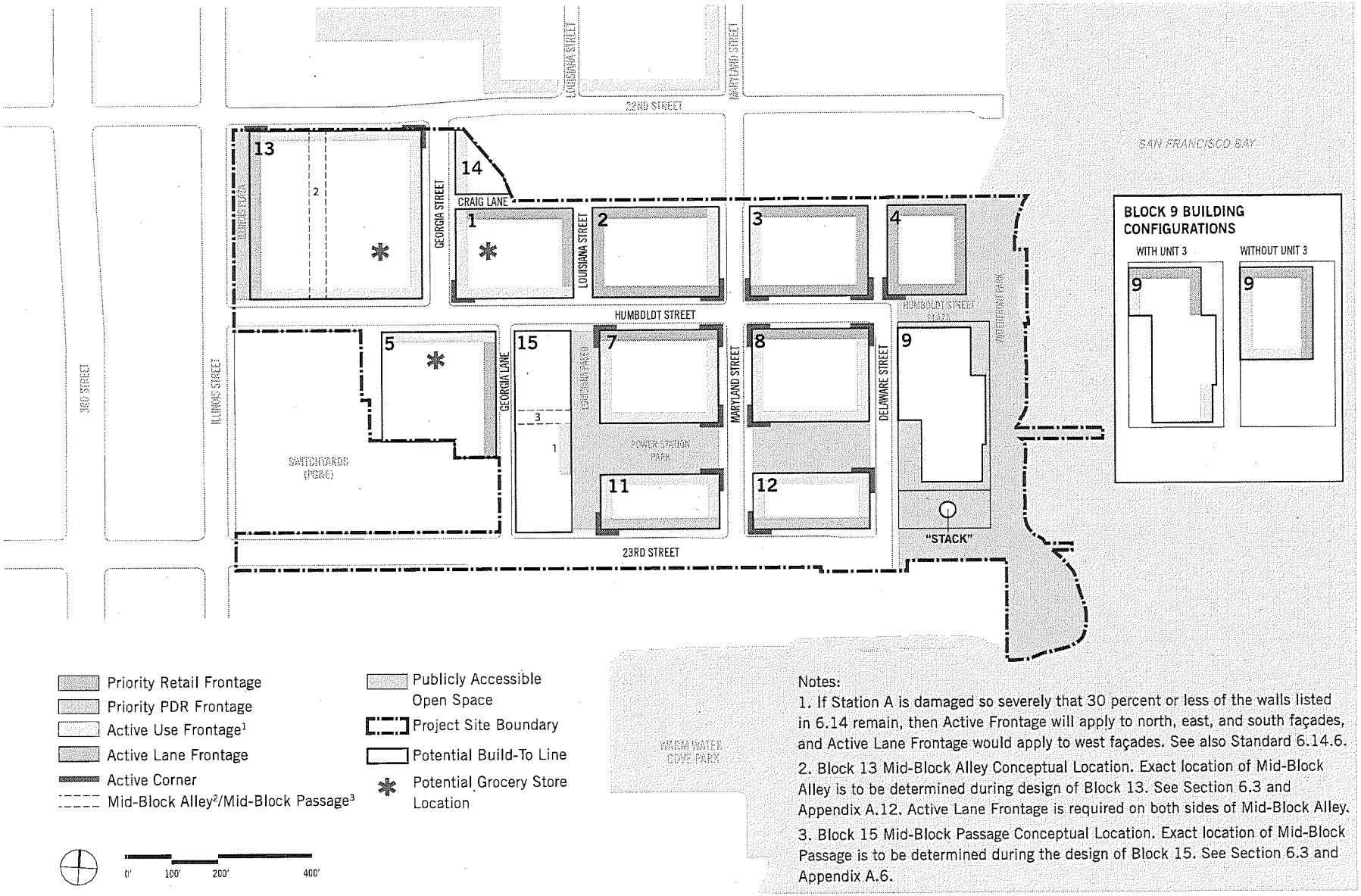
3.2.4 Priority Retail Frontages

A minimum of 50 percent of the Active Uses in the Priority Retail Frontages shown in Figure 3.2.1 shall be limited to Retail Sales and Service Use to a depth of 40 feet.

3.2.5 Priority PDR Frontages

A minimum of 75 percent of the Active Uses in the Priority PDR Frontages shown in Figure 3.2.1 shall be limited to PDR uses to a depth of 40 feet, except that if Childcare and/or Community Facilities are provided within the subject Priority PDR Frontage(s), then a minimum of 50 percent of the Active Uses shall be PDR.

Figure 3.2.1 Ground Floor Uses



Notes:

1. If Station A is damaged so severely that 30 percent or less of the walls listed in 6.14 remain, then Active Frontage will apply to north, east, and south façades, and Active Lane Frontage would apply to west façades. See also Standard 6.14.6.
2. Block 13 Mid-Block Alley Conceptual Location. Exact location of Mid-Block Alley is to be determined during design of Block 13. See Section 6.3 and Appendix A.12. Active Lane Frontage is required on both sides of Mid-Block Alley.
3. Block 15 Mid-Block Passage Conceptual Location. Exact location of Mid-Block Passage is to be determined during the design of Block 15. See Section 6.3 and Appendix A.6.

3.2.6 Active Lane Frontages

Active Lane Frontages shall contain Active Lane Uses for at least 20 percent of the subject building Frontage. Minimum depth requirements do not apply to this Frontage zone. Active Lane Uses include all those listed in Standard 3.2.3, Active Use Frontages, as well as the following:

- Building inset of at least 4 feet in depth at the ground floor for pedestrian amenities, including permanent, semi-permanent, and movable furnishings such as tables, chairs, umbrellas; and
- Public Art, such as a wall mural, at least 15 feet in height measured from ground level.

3.2.7 Accessory Uses

All ground-floor uses are permitted to provide accessory uses in up to 1/3 of their gross square footage.

3.2.8 Transformer Vaults

For any building with a frontage greater than 75 feet in length, transformers shall be located within a vault within the ground-floor building frontage with direct access to the sidewalk.

3.2.9 Active Corners

Street Corners are an important node of urban life, naturally resulting from crossroads, and providing an opportunity for people to gather, pause, and select a new path. Specific Corners are highlighted in Figure 3.2.1 as "Active Corners," requiring a higher level of publicness and activity to create opportunities for public interaction with buildings and wayfinding between different nodes within the site and beyond. Locations indicated as Active Corners are required to provide, for a minimum of 30 feet of the frontage from each Corner, either a Retail Sales and Service Use; Entertainment, Arts, and Recreation Use; or Community Facility Use; which comprise a subset of Active Uses per Standard 3.2.3. See Section 6.10 for a more detailed discussion of Active Corner guidelines.

CONSIDERATIONS

3.2.10 Active Uses on Humboldt Street and Power Station Park

Consider locating Active Uses comprised of Non-Retail Sales and Services, and Lobby uses on Frontages other than those directly adjacent to Humboldt Street, Power Station Park, or Louisiana Paseo.

3.2.11 PDR Frontages

Consider locating Social Spaces such as communal kitchens or employee breakrooms of PDR Uses within the first 15 feet of building depth.

Section 4

OPEN SPACE

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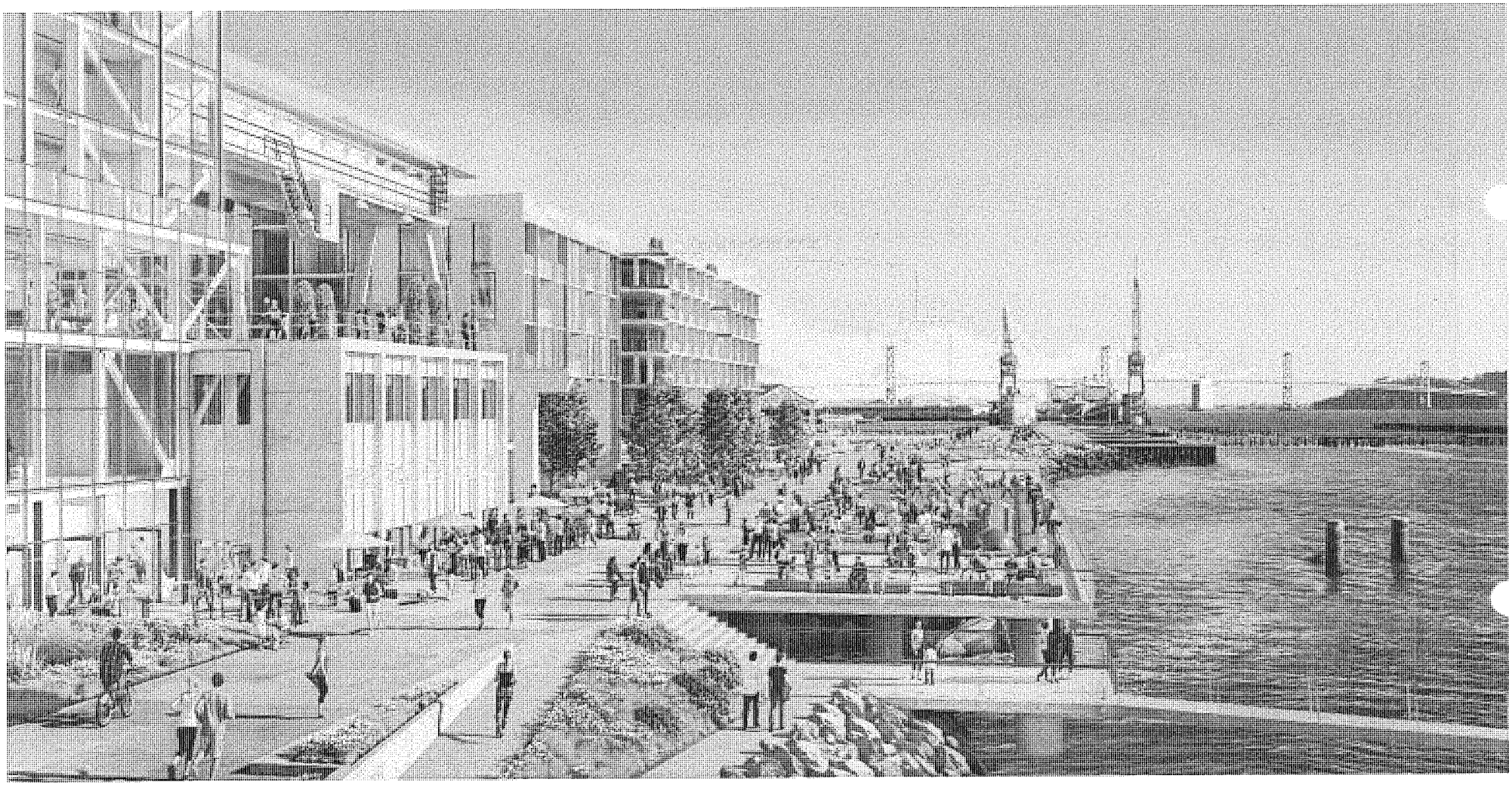


Open Space

The Power Station's open spaces feature vibrant community parks and plazas, opportunities for active recreation, and iconic waterfront destinations. A vital stretch of San Francisco's historic waterfront, closed to the public for over 100 years, will be re-invigorated and opened up for all to enjoy.

Destination open spaces, along with inviting, neighborhood-focused spaces, will provide diverse public amenities and recreational opportunities for workers, residents, and visitors. These new open spaces will complement and enrich the network of existing and planned open space in Dogpatch and the Central Waterfront.

The Waterfront Open Spaces at the Power Station will be a destination that includes diverse programming to encourage a variety of experiences along the waterfront, emphasizing views to the Bay. Park designs will feature the 300-foot-tall Stack, an iconic structure that underscores the site's industrial past as a power plant. The design of a new civic space at Stack Plaza will enhance its status as a prominent landmark and encourage visitors to linger. Natural areas of Bay shore-adapted plants will alternate with urban social areas at a variety of scales. Preserved elements of the site's industrial heritage will be showcased, connecting people to the Bay and contributing to the future health of its human and ecological communities.

A set of public, urban open spaces at Power Station Park and Louisiana Paseo will provide recreational and fitness activities, informal play, opportunities for casual social interaction, and space for outdoor gatherings and performances. A publicly accessible rooftop soccer field will provide additional space for organized sports. Refer to Figure 4.1.1 for the location of open spaces at the Power Station.

This section prescribes key features, values, and relationships that will define the qualities and functions of each open space that are essential to creating a unique, and vibrant urban open space network.

4.1 Open Space Network

The open space network is a fundamental part of the urban design and identity of the Power Station. A series of open spaces, located along the waterfront and at the center of the neighborhood, provide a well-rounded variety of social and recreational opportunities. In total, open space comprises approximately 24 percent of the total project area—6.9 out of 29 acres.

The open space network is made up of ten open space areas, as shown in Figure 4.1.1. The Waterfront Open Spaces are further divided into four distinct open space areas: The Point, Stack Plaza, Block 9 Open Spaces (Including Turbine Plaza and Unit 3 Entry Plaza), and Humboldt Street Plaza. Waterfront Park includes the Blue Greenway and all of the spaces between the Blue Greenway and the Bay shore, exclusive of the Point, as well as all of the ancillary spaces west of the Blue Greenway and bounded by Delaware Street that are not designated as part of any other open space area.

The Waterfront Open Spaces, at approximately 3.6 acres, will feature an urban edge, with shopping, dining, and public seating areas facing onto the Blue Greenway. The Blue Greenway will be punctuated by a series of overlooks, plazas, and native planting zones. Together, the waterfront open spaces will form a cohesive whole that acknowledges the site's industrial past, while looking to a future for the Bay that prioritizes responsible planning and ecological wellbeing.

The project's stretch of the Blue Greenway will link seamlessly with the portion planned for Pier 70 to the north and to the greater Blue Greenway system. The series of integrated waterfront open spaces associated with the Blue Greenway will include: Humboldt Street Plaza, Block 9 Open Spaces (Including Turbine Plaza and Unit 3 Entry Plaza), Stack Plaza, the Point, and associated features, such as Bay overlooks, terraces, and multipurpose lawn areas. A potential recreational dock may provide water access and contribute to the Metropolitan Transportation Commission (MTC) Water Trail network.

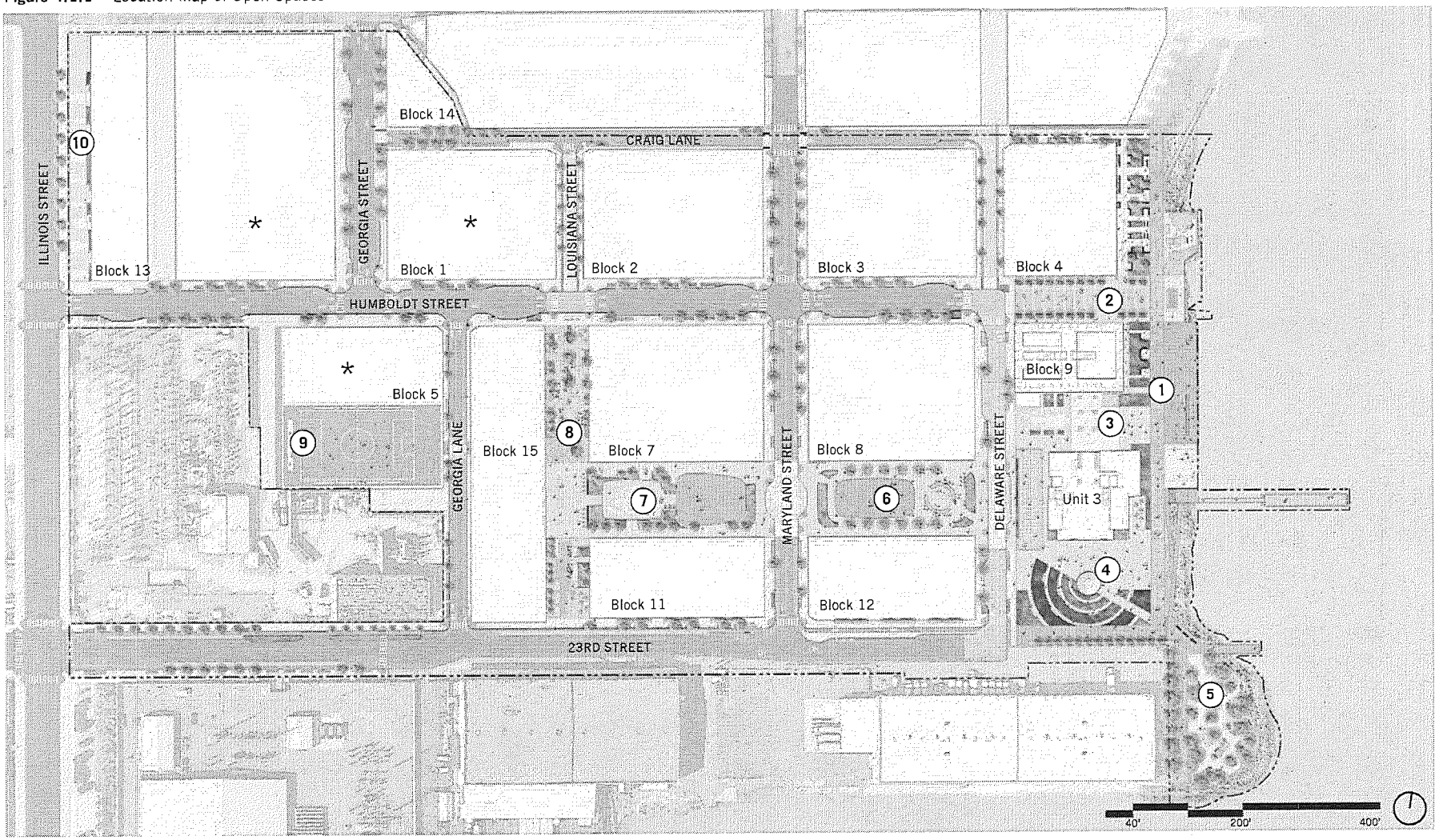
At the heart of the neighborhood, Power Station Park will include opportunities for fitness, active and passive recreation, and casual social interactions. The two blocks of Power Station Park, at about 1.2 acres, will have distinct programs and elements, but will also be linked by common features and materials. Louisiana Paseo (0.7 acres) will provide flexible-use urban plaza spaces and car-free pedestrian areas connecting the neighborhood's retail and residential uses with the open space program.

A rooftop soccer field on top of the District Parking Garage (if developed), at 0.7 acres, will provide a publicly accessible Under-10 sized soccer field.

All of these open spaces will be carefully integrated with adjacent ground-floor uses of the blocks and buildings to create delightful, welcoming, active, and unique places.

Open space at the Power Station will conform to BCDC and Public Trust requirements where applicable. All open spaces will provide active, distinctive programming to attract visitors and create a lively network of well-loved public spaces along San Francisco's waterfront.

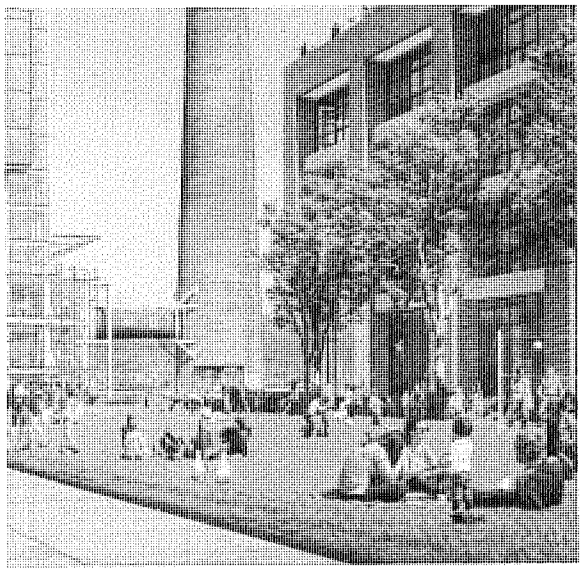
Figure 4.1.1 Location Map of Open Spaces

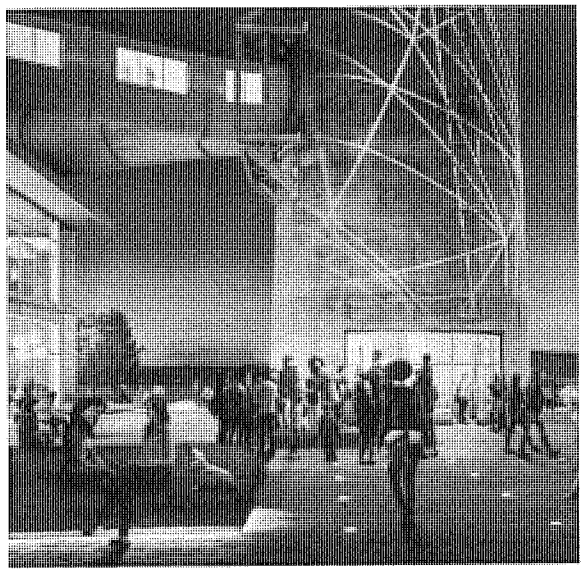


1. Waterfront Open Spaces: Section 4.16-4.19
2. Humboldt Street Plaza: Section 4.24
3. Block 9 Open Space: Section 4.22-4.23
4. Stack Plaza: Section 4.21
5. The Point: Section 4.20
6. Power Station Park East: Section 4.28
7. Power Station Park West: Section 4.29
8. Louisiana Paseo: Section 4.30
9. Rooftop U-10 Soccer Field: Section 4.31
   * Rooftop Soccer Field will be at the District Parking Garage, which may be at Block 1, Block 5, or Block 13
10. Illinois Street Plaza: Section 4.32

4.2 Open Space Systems

While the Power Station's open spaces each have their own distinct character and unique elements, a common set of systems and principles is standard across the open space network, constituting a unified set of aesthetic, functional, and structural elements. Standards and guidelines specific to each open space are described in the relevant sections (4.16 through 4.33). Sections 4.3 through 4.15 provide general standards and guidelines that apply to all open spaces.





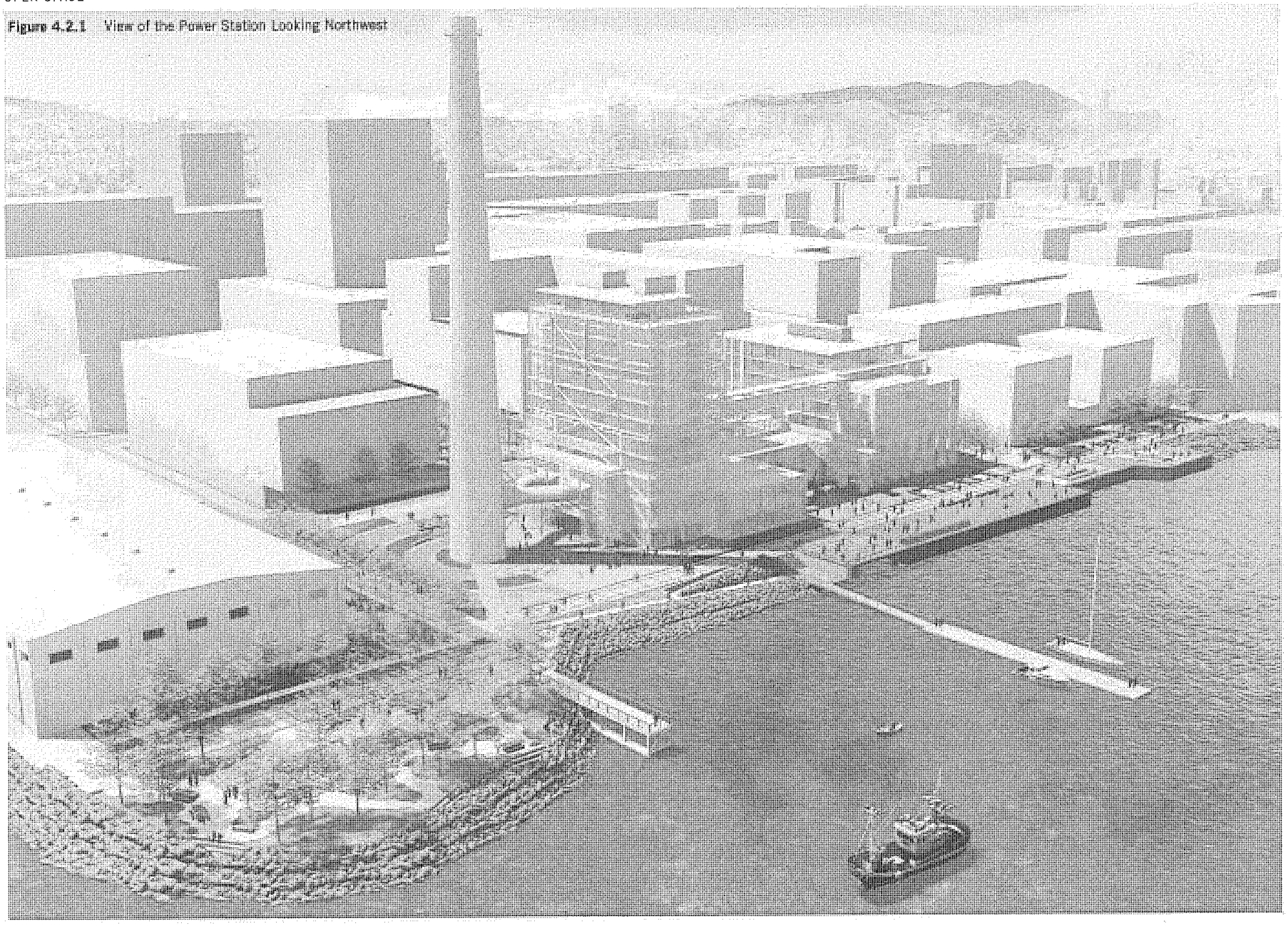


Figure 4.2.1 View of the Power Station Looking Northwest

4.3 Resilience and Adaptation

The Waterfront Open Spaces at the Power Station will balance the goal of maximizing public access to the Bay with the reality of "living with the Bay" in the face of future sea level rise. Figure 4.3.2 depicts the portions of the waterfront that will be adapted for sea level rise inundation, and those that will be designed to accommodate temporary coastal flooding events. In the adaptation plan, approximately 5 percent, or 0.3 acres (14,000 sf), of open space area will be lost under a model that assumes approximately 6 feet of sea level rise, which is projected to occur by 2100.

Finished grade elevations of the Waterfront Open Spaces will be determined based on sea level rise projections for the year 2100 to ensure that accessible paths of travel and all major program areas will remain free of coastal flooding.

STANDARDS

4.3.1 Grading Design Criteria

Waterfront Open Spaces shall be graded consistent with the requirements of the Infrastructure Plan. The Blue Greenway design elevation shall be above the current 100-year coastal flood elevation plus 6 feet of sea level rise inundation. Where existing structures require accommodation at a lower elevation, such as the Stack, ADA-compliant access shall be provided.

A recreational floating dock is permitted but not required. If provided, the floating dock for the recreational dock shall be constructed with steel pipe guide piles. The piles allow the dock to float up and down with water levels in the Bay, up to 7.3 feet above the 100-year coastal flood elevation.

The lower deck of the recreational dock shall be designed with piles that will allow for construction of a higher deck on top of the lower deck in the future. The lower deck and piles shall be designed with capacity for additional weight of the future adapted higher deck and associated concrete frame. The pathway to the lower deck shall be reconstructed at a higher elevation as part of the higher deck adaptation.

Figure 4.3.1 Projected Sea Level Rise of 3.5 feet and 6 feet with Existing Site Topography

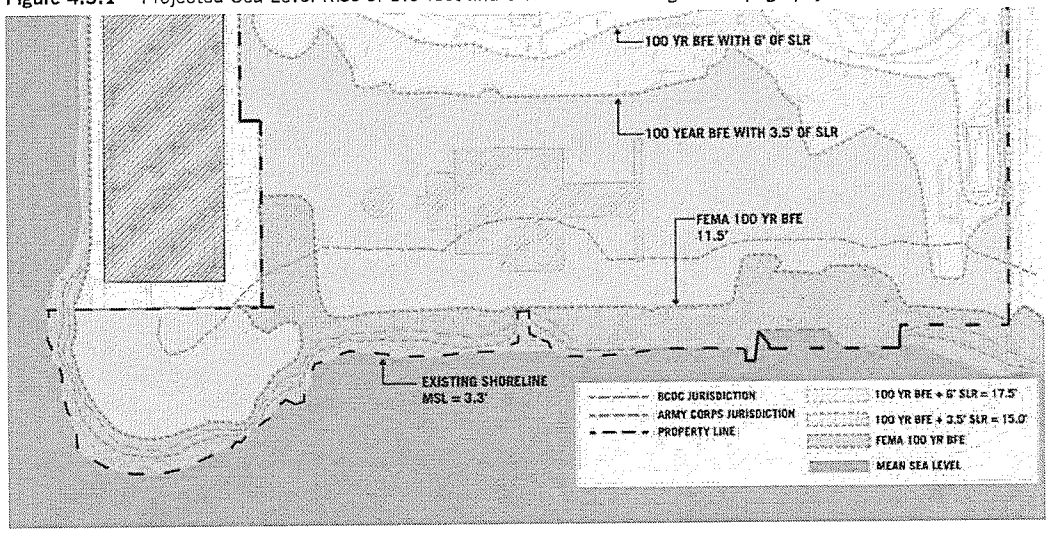


Figure 4.3.2 Projected Sea Level Rise of 3.5 feet and 6 feet with Proposed Grading and Seawall

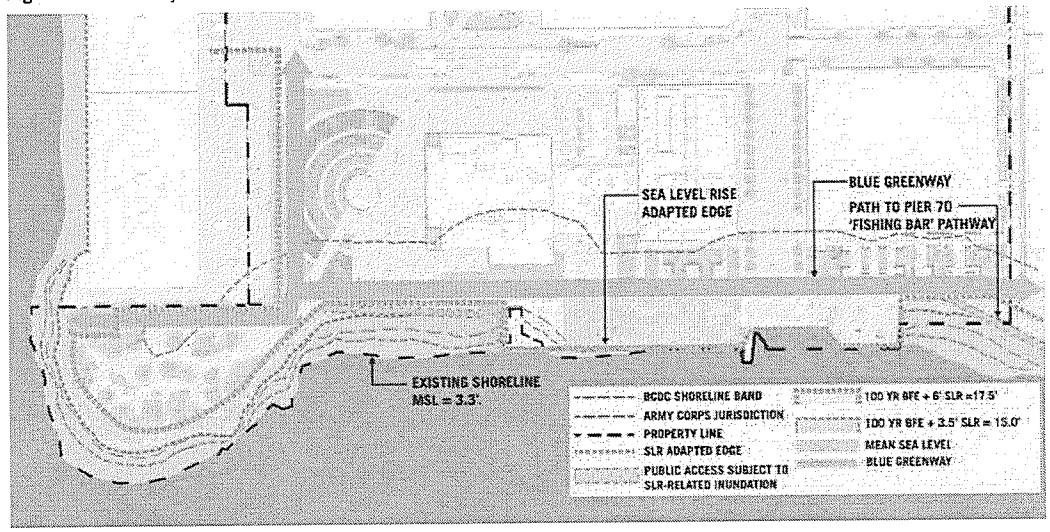
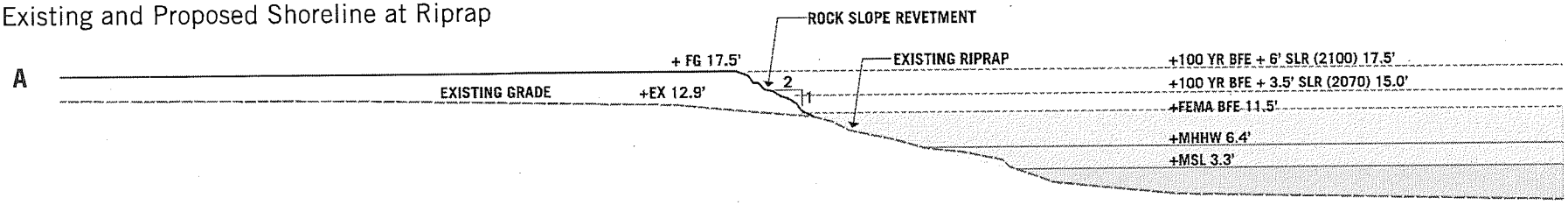
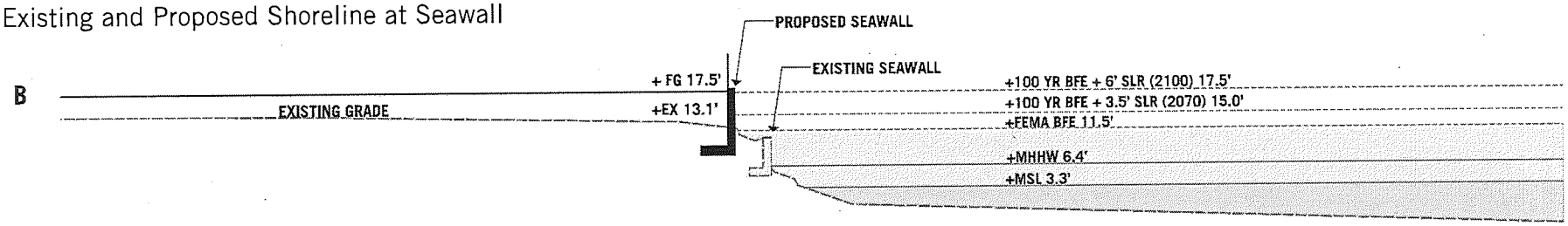


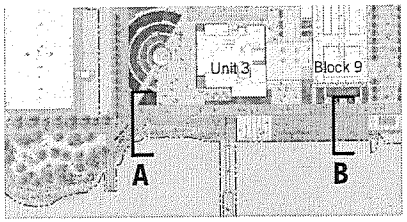
Figure 4.3.3 Typical Existing and Proposed Shorelines at Riprap and Seawall

Existing and Proposed Shoreline at Riprap



Existing and Proposed Shoreline at Seawall





Legend:

FEMA Federal Emergency Management Agency
BFE Base Flood Elevation
MHHW Mean Higher High Water
MSL Mean Sea Level
SLR Sea Level Rise

4.4 Open Space Pedestrian Circulation

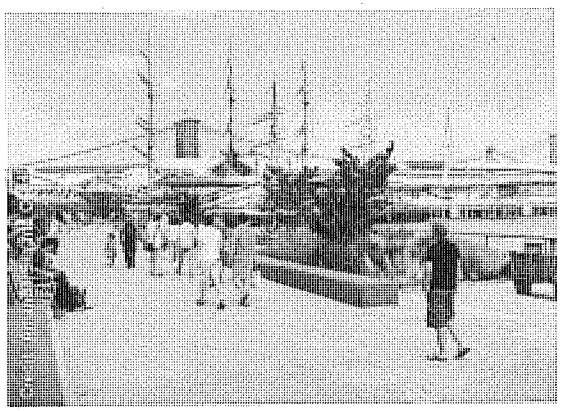
The open spaces at the Power Station will play an integral role in the neighborhood's overall pedestrian network, connecting streets to parks and bringing people to the waterfront. The open spaces will give residents and visitors intuitive, generous, and clear routes through a diverse set of parks and plazas. Standards and guidelines regarding pedestrian circulation are located within the controls for the Power Station's specific open spaces. Please see Sections 4.17.1, 4.20.1, 4.21.2, 4.22.1, 4.24.1, 4.26.1, 4.26.2, 4.28.3, and 4.30.1.

Figure 4.4.1 Example Pathway Conditions

Ample pedestrian walkways with furnishings and amenities.

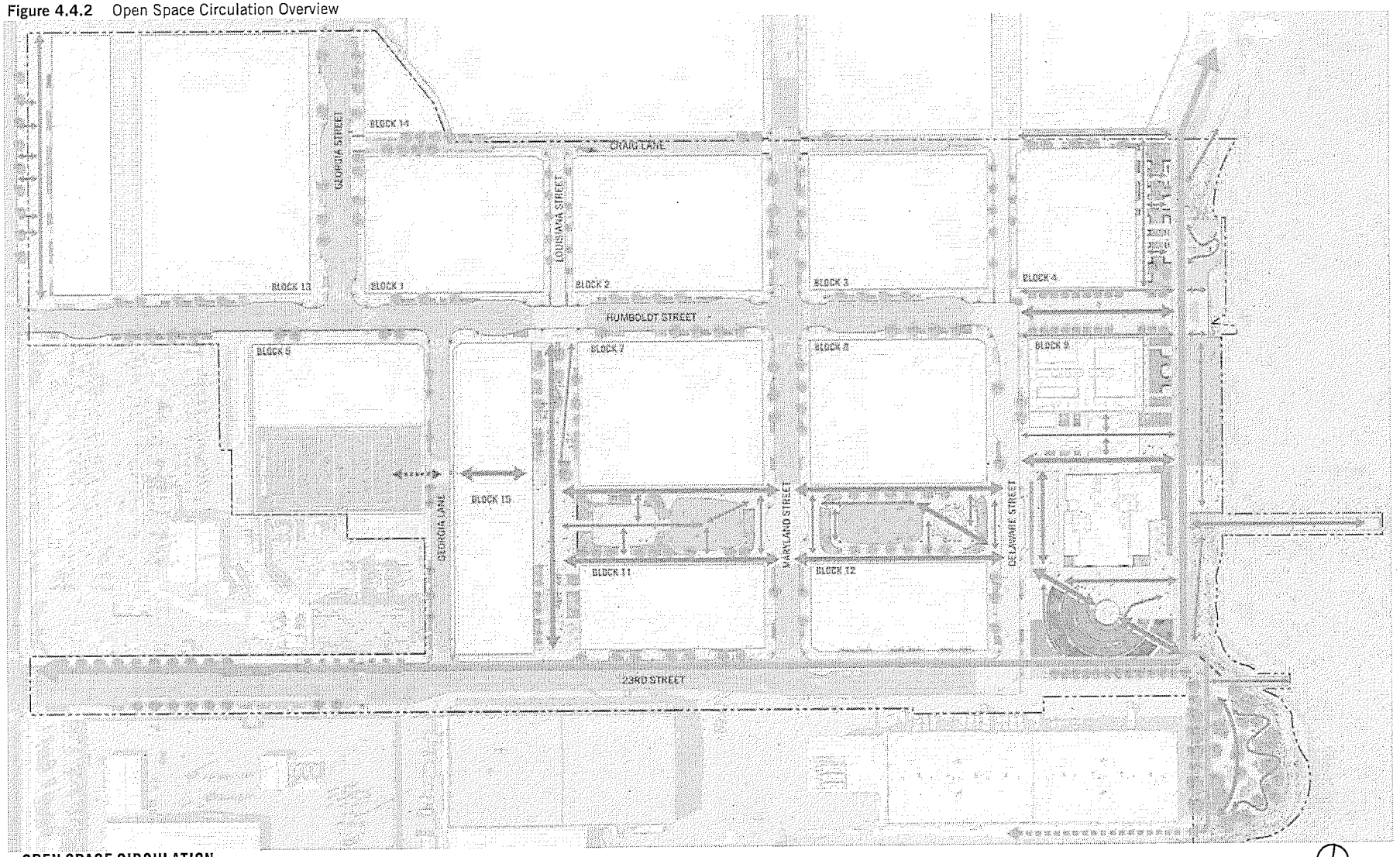
Park edge path open to central field.

Plaza edge with generous seating and wide paths of travel.



Waterfront promenade with generous proportions and multiple seating types.

Figure 4.4.2 Open Space Circulation Overview



OPEN SPACE CIRCULATION

Legend

- Primary Pedestrian Circulation
- Blue Greenway
- Blue Greenway (Potential Future Continuation by Others)
- Public Access to Rooftop Soccer Field (See Section 6: Buildings)

40' 200' 400'

4.5 Urban Forest in Parks and Open Space

Trees within the Power Station's open spaces will help achieve the project's goals for a sustainable and healthy environment. The composition and distribution of a diverse, adaptive urban forest will create a resilient ecological framework to shape varied sensory experiences across the site and provide waterfront and urban habitat.

Trees will provide shade, reduce the urban heat-island effect, and provide shelter for birds and other wildlife.

As trees are some of the most functional and iconic elements in the landscape, careful selection is important in creating a successful urban forest.

The following standards and guidelines apply only to areas outside of the public right-of-way within Privately Owned Publicly Accessible Open Spaces (POPOS). Standards and guidelines for street trees can be found in Sections 5.11 and 5.12.

STANDARDS

4.5.1 Urban Forest Composition

Selected species shall generally conform to the baseline for species diversity and distribution shown in Figure 4.5.1. Species selection must also comply with SFPW requirements (and Port requirements, in Port-owned areas).

4.5.2 Tree Installation and Establishment

A) Minimum Installation Size: Trees shall be installed at a minimum box size of 24 inches.

B) Soil Composition: Tree planting soil for backfill within tree pits shall be sandy loam soil and amended as required to provide a healthy and fertile root zone.

C) Tree Staking: Manufactured wood or steel staking systems shall be used to stake trees as required during the establishment period if prevailing wind conditions threaten stability of new planting.

D) Clear Trunk: Requirements for clear trunk, the measurement between ground level and first branching, shall be achieved within five years of installation. Branches shall not interfere with Pedestrian Throughway as defined in Section 5.2 of this D4D (minimum 84-inch clearance measured from ground surface). At designated fire access clear zones, maintain mandated minimum fire truck vertical clearance of 13 feet and 6 inches (measured from roadway surface).

E) Establishment Period: Centrally controlled automatic drip irrigation shall be provided to each tree for establishment irrigation for a minimum of three years. Following that period, tree irrigation may be reduced or eliminated. Minimize potable water use for irrigation (see Section 4.8.1).

GUIDELINES

4.5.3 Tree Species Selection

Tree species should be selected and located based on a combination of their aesthetics and their ecological performance benefits related to improved air quality, stormwater retention, biodiversity and habitat creation, carbon sequestration, and benefits related to public health and comfort.

Tree species for each open space should be selected in consultation with a certified arborist. Species should conform to the aesthetic and performance requirements in Figure 4.5.2 and to the irrigation requirements described in Section 4.8. Power Station tree species should be selected using the following criteria:

- Drought tolerance.
- Non-invasive.
- Proven long-term durability (20- to 30-year life span) in the region.
- Tolerance of urban conditions such as compacted soils and air pollution.
- Resistance to disease and blight.
- Medium to high density branching structure that will provide shade.
- Ability to adapt to predicted future temperature increases related to climate change.
- Non-fruiting and free of significant seed pods.
- Wind Tolerance. Wind-tolerant species are those that can survive and thrive in windy conditions without significant root and branch damage or deformation.
- Habitat value. At least 25% of trees should be selected to provide habitat opportunities for birds and insects.

Note: Consult www.SFplantfinder.org for tree selection tools.

4.5.4 Soil Volume

Trees in the public realm should have adequate soil volume and water infiltration to allow for healthy tree growth.

4.5.5 Tree Maintenance

A) Pruning

Trees in the public realm should be pruned yearly to sustain long-term health and to maintain desired growth pattern.

B) Water Application

Determine appropriate water application after establishment (minimum of three years) in consultation with a certified arborist's comprehensive review of tree health on the site. Monitor water application. Only use non-potable water for irrigation, per Section 4.8.1.

CONSIDERATIONS

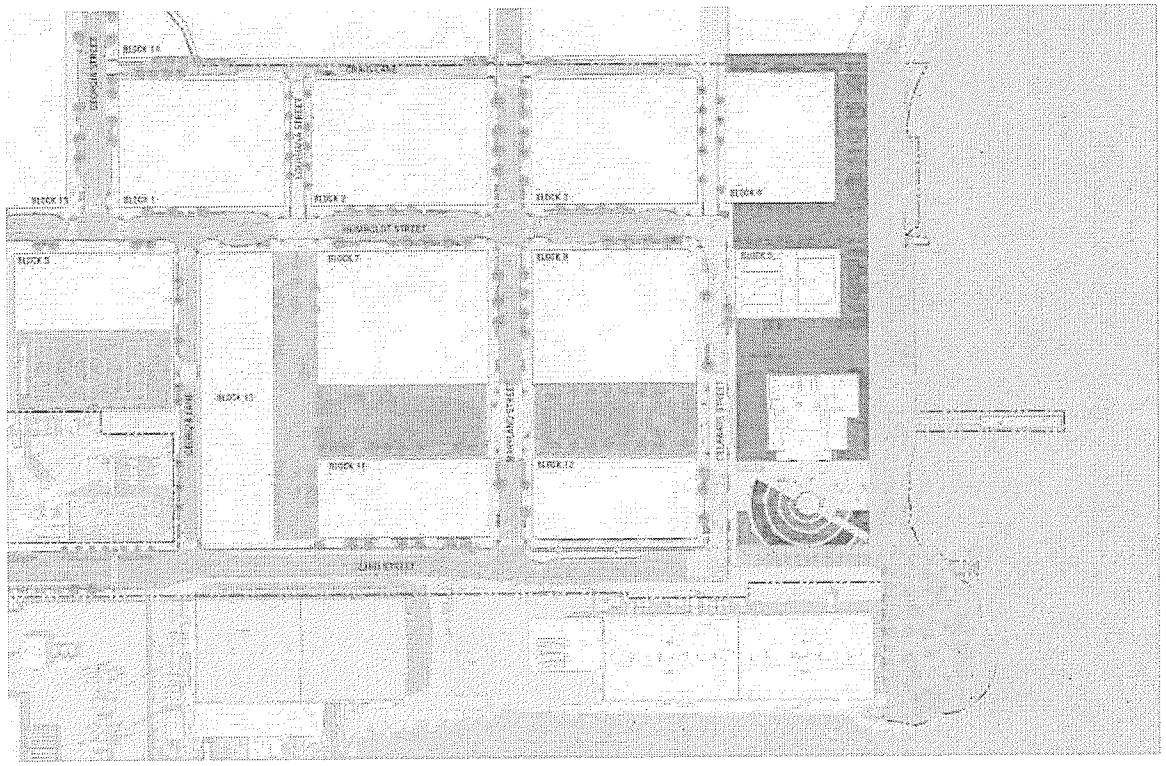
4.5.6 Soil Volume

Where feasible, continuous soil volumes connecting multiple tree wells below paving is recommended. Structural soil systems or structural cell systems are recommended for this application, if permitted by SFPW and SFPUC.

4.5.7 Tree Species Selection

Trees that provide habitat opportunities for birds and other small wildlife are encouraged.

Figure 4.5.1 Urban Forest Diversity Planting Zones in Open Space



URBAN FOREST DIVERSITY

Planting Zones

- Power Station Park
- Louisiana Paseo
- Waterfront Park and The Point
- Humboldt Street Plaza, Craig Lane Paseo, and Block 9 Open Spaces

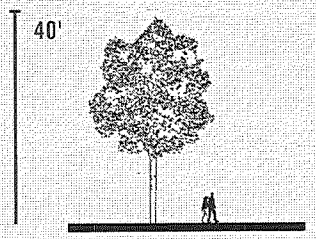
Tree criteria for each zone are given in Figure 4.5.2.

Figure 4.5.2 Tree Aesthetic and Performance Criteria by Planting Zone

WATERFRONT PARK AND THE POINT

- Large-canopy evergreen tree (to 50+ feet tall at maturity)
- Minimum 24-inch box at installation
- Iconic character; picturesque, sculptural form
- Windbreak and specimen tree
- Tolerances: high-wind tolerance; tolerant of coastal environment; healthy in paving and/or lawn (select as appropriate for design concept); tolerant of high pedestrian traffic
- Low water usage
- Minimal root disruption when planted in paving
- Recommended species:
  Monterey Cypress [*Cupressus macrocarpa*];
  New Zealand Christmas Tree [*Metrosideros excelsa*];
  Red-Flowering Gum [*Corymbia ficifolia*]; Lemon Eucalyptus [*Corymbia citriodora*];
  Brisbane Box [*Lophostemon confertus*]; Coast Live Oak [*Quercus agrifolia*];
  Cork Oak [*Quercus suber*]

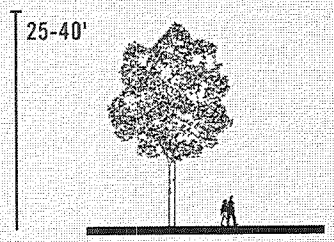
HUMBOLDT STREET PLAZA, CRAIG LANE PASEO, BLOCK 9 OPEN SPACES



- Medium to large evergreen or deciduous tree (40 feet tall at maturity)
- Minimum 24-inch box at installation
- Upright, narrow form
- Tolerances: high wind tolerance; tolerant of part- to full-shade conditions; healthy in paving
- Low water usage
- Minimal root disruption when planted in paving
- Recommended species: Brisbane Box [*Lophostemon confertus*]; African Fern Pine [*Afrocarpus gracilior*]; Chinese Flame [*Koelreuteria bipinnata*]; Catalina Ironwood [*Lyonothamnus floribundus*]; Holly Oak [*Quercus ilex*]; Cork Oak [*Quercus suber*]; Soap Bark [*Quillaja saponaria*]

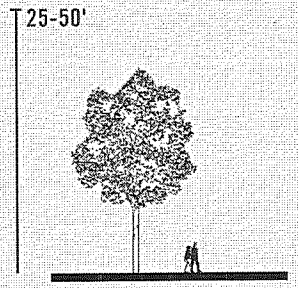
*All tree heights given in this figure indicate expected sizes at maturity.

POWER STATION PARK



- Primary size: Small to medium evergreen or deciduous tree (25 to 40 feet tall at maturity)
- Secondary Size: Large specimen tree with picturesque form used to punctuate and identify key spaces and provide landmark feature (40 feet or taller at maturity)
- Minimum 24-inch box at installation
- Use upright or narrow form trees when planting close to buildings
- Use deciduous species where winter sun exposure is desirable
- Tolerances: medium to high wind tolerance; tolerant of part shade to deep shade; tolerant of coastal environment; healthy in paving
- Low water usage
- Recommended species: Melaleuca [*Melaleuca quinquenervia*]; African Fern Pine [*Afrocarpus gracilior*]; Chinese Flame [*Koelreuteria bipinnata*]; Catalina Ironwood [*Lyonothamnus floribundus*]; Holly Oak [*Quercus ilex*]; Cork Oak [*Quercus suber*]; Soap Bark [*Quillaja saponaria*]; Coast Live Oak [*Quercus agrifolia*]; Water Gum [*Tristaniopsis laurina*]; Olive [*Olea europaea*]; Strawberry Tree [*Arbutus x Marina*]; Peppermint Tree [*Agonis flexuosa*]; Carob Tree [*Ceratonia siliqua*]; Australian Willow [*Geijera parviflora*]; Sweet Hakea [*Hakea suaveolens*]

LOUISIANA PASEO



- Medium to large evergreen or deciduous tree (to 50 feet tall at maturity)
- Secondary Size: Large specimen tree with picturesque form used to punctuate and identify key spaces and provide landmark feature
- Minimum 24-inch box at installation
- Use upright or narrow form trees when planting close to buildings
- Tolerances: medium to high wind tolerance; tolerant of part to full shade; healthy in paving
- Minimal root disruption when planted in paving
- Low water usage
- Recommended species: Brisbane Box [*Lophostemon confertus*]; Lemon Eucalyptus [*Corymbia citriodora*]; Primrose Tree [*Lagunaria patersonii*]; Catalina Ironwood [*Lyonothamnus floribundus*]; Holly Oak [*Quercus ilex*]; Coast Live Oak [*Quercus agrifolia*]

4.6 Planting, Ecology, and Habitat

Planting design is a key element that can add ecological and habitat value to open space design. Ground-level planting within the Power Station's open spaces will be integrated with active use of the park and planted with resilient native, climate-appropriate and climate-adaptive, non-invasive species that perform ecologically and aesthetically.

GUIDELINES

4.6.1 Plants: Site and Program Specificity
Plant species should be selected for their adaptability to particular site conditions and programmatic needs of each space, including foot traffic and active and passive uses.

4.6.2 Plants: Water Use
Specify low water-use plants. Use climate-adapted species.

4.6.3 Invasive Plants
Use native or non-invasive species. Non-native invasive plants should not be used.

4.6.4 Plant Selection
At least 50% of understory plants should be California and San Francisco native plants, and include pollinator species. Trees, understory, and stormwater garden plants should contribute functionally and aesthetically to the overall design concept and experience of the Power Station's open spaces. See Figure 4.6.2 for an example shrub and groundcover palette. See Section 4.7 for suggested stormwater garden plant palettes.

CONSIDERATIONS

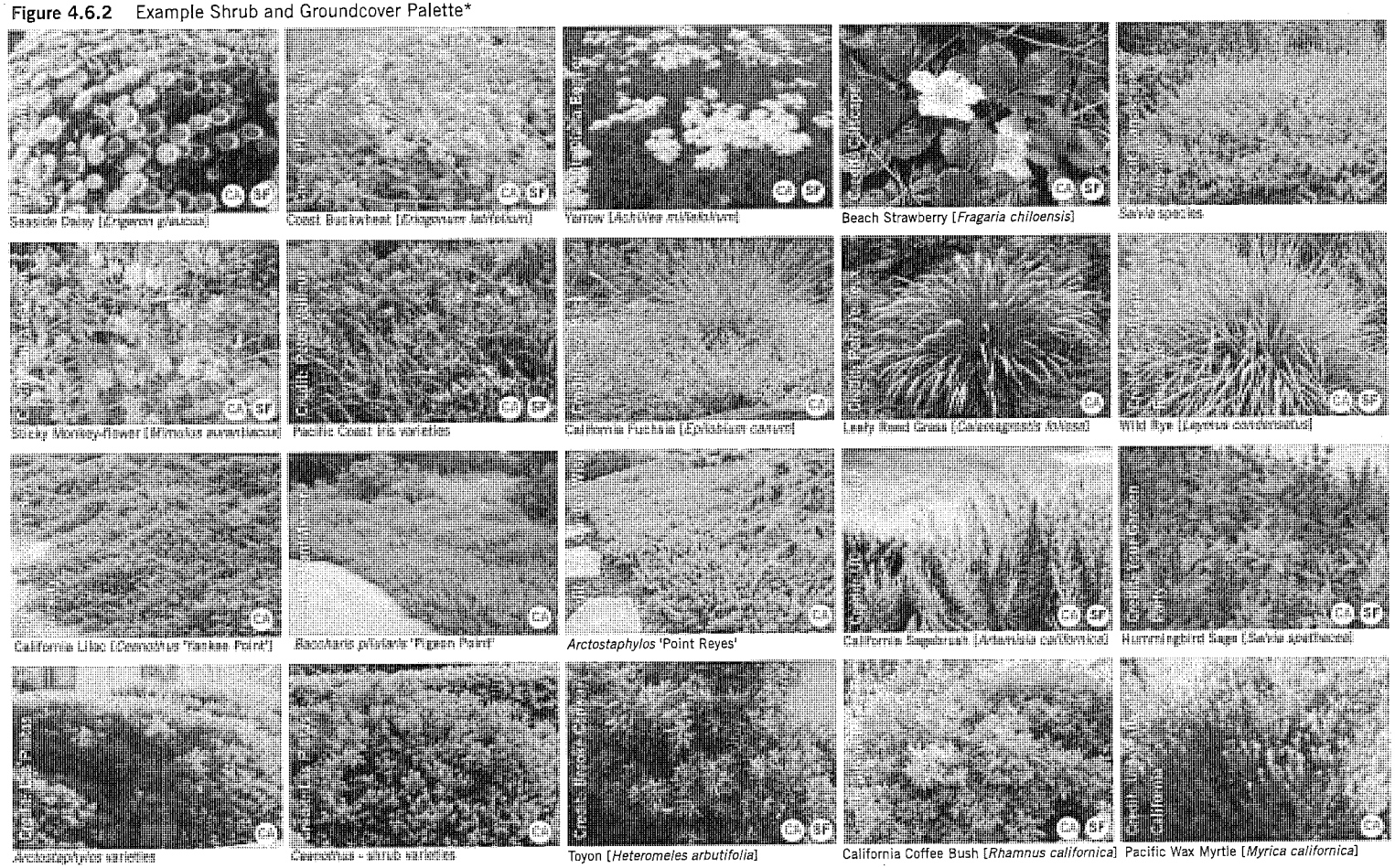
4.6.5 Plant Selection
Trees and plants should contribute to the goal of biodiversity and increased habitat value. Species with habitat value include those that provide nectar and fruit for insects and birds, and shelter for birds. Plant selection and design should also contribute to the goal of reducing the carbon footprint of the project.

4.6.6 Recycled Water and Plant Selection
When using recycled water in irrigation, select plants that can tolerate the salinity levels of the recycled water, which may be higher than potable water. Consult the California Department of Water Resources (www.ca.gov) for guidance and a recommended list of plants with high tolerance of salt in irrigation water.

4.6.7 Plants: Interpretation and Education
Consider integrating interpretive elements into planting design, to engage and educate visitors about the value of diverse native plant communities.

Figure 4.6.1 Native Coastal Planting

Figure 4.6.2 Example Shrub and Groundcover Palette*



CA CALIFORNIA NATIVE SPECIES

SF SAN FRANCISCO NATIVE SPECIES

*Refer to sfplantfinder.org for additional plant species that support biodiversity.

4.7 Stormwater Management

The Power Station's landscapes and building systems will be designed to work together to conserve, reuse, and filter water.

The project will be designed to integrate Low Impact Development (LID) strategies and green infrastructure to achieve compliance with San Francisco Stormwater Management Ordinance (SMO). LID strategies will include reducing stormwater runoff from impervious surfaces by integrating landscaping, permeable surfaces, rainwater harvesting and green roofs. Stormwater management facilities include primarily plant-based treatment measures, such as bioretention areas, including rain gardens, flow-through planters and green roofs. Infiltration may also be considered, but it is anticipated that the low infiltrating soils and documented underlying environmental contamination will challenge the feasibility of permeable pavement use as a stormwater measure on site. The green infrastructure will treat, reuse, or infiltrate stormwater and reduce volume and runoff rates prior to discharging to the Bay or the downstream system.

The project stormwater management system includes areas with a combined sewer system, which combines stormwater with other wastewater and sends it to wastewater treatment facilities prior to discharge to the bay, and other areas with a Separated Storm Drain System, which maintains stormwater runoff in a separate system that discharges directly to the Bay. The delineation of these areas is depicted on Figure 4.7.1. The stormwater management performance requirements for each of these areas are generally described below. Refer to section 16.1 of the Infrastructure Plan for additional information. Treatment and reduction of run-off as a result of said green infrastructure will prevent pollutants from washing into the Bay and reduce the project's impacts on the City's downstream system. Co-benefits, such as urban greening, improved air quality, biodiversity, and reduced urban heat island effect, can be provided by implementing LID and green infrastructure.

Site hydrology will be considered in the design of open spaces and streets in a systematic way, with green infrastructure as an integrated part of the public realm. Bioretention treatment areas (including stormwater treatment gardens & bioswales) will be seamlessly incorporated into the spatial, topographical, and circulation design of the Power Station's open spaces.

The standards, guidelines, and considerations in this section apply to open space areas, as well as streets. See Section 5.13 for stormwater management standards and guidelines that apply only to streets.

STANDARDS

4.7.1 Stormwater Management

Stormwater Control Plans will be provided to the San Francisco Public Utilities Commission (SFPUC) for review and approval.

4.7.2 Stormwater Treatment Area Requirements:

A) Localized Treatment

Required treatment volume for each street and open space shall be accommodated and located as close to the source as possible, unless stormwater can be treated in centralized locations.

B) Minimum Treatment Footprint Area and Performance Requirements

Minimum stormwater treatment footprint areas noted in the Infrastructure Plan shall be provided for treatment of impervious surfaces in each open space as well as potential watershed-scale treatment in large feature gardens around the Stack. Stormwater facilities shall conform to applicable performance and area requirements per the Infrastructure Plan, Chapter 16.

4.7.3 Stormwater Management Plant-Based Facility Design

Stormwater gardens within open spaces shall adhere to accessibility and safety standards. If directly adjacent to a pedestrian area, the top of the planted surface shall be no greater than 18 inches below the surface of adjacent paving. Design of stormwater gardens shall be integrated into the design of open spaces. See Figures 4.7.2 for ways to integrate stormwater landscaping into open spaces.

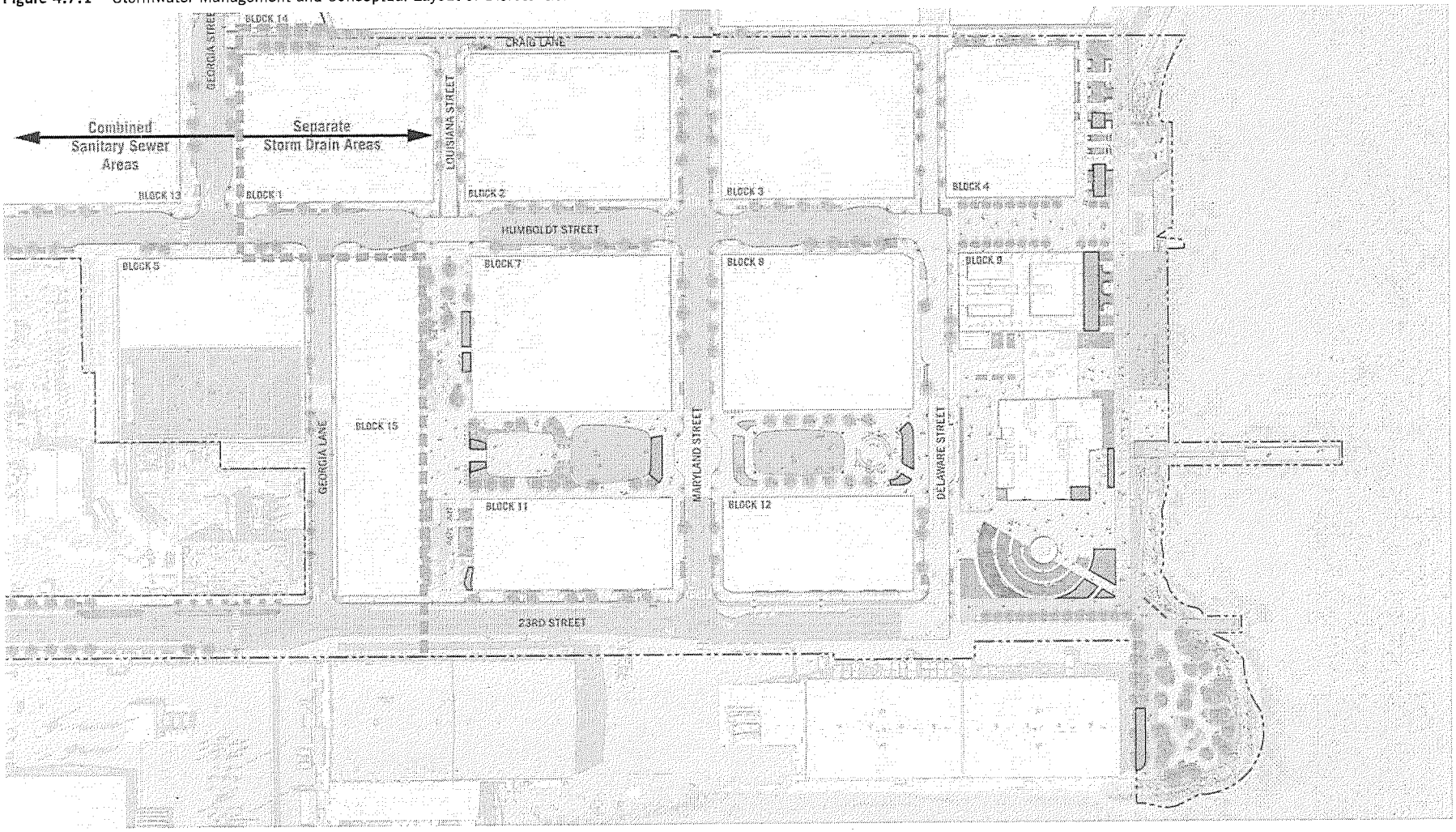
GUIDELINES

4.7.4 Stormwater Management

A) General

The public realm at the Power Station should include stormwater management for impervious areas within the open space network. The stormwater runoff from impervious surfaces will be directed to primarily plant-based stormwater management features, such as bioretention elements, including rain gardens and flow-through planters.

Figure 4.7.1 Stormwater Management and Conceptual Layout of Bioretention Treatment Areas



STORMWATER MANAGEMENT

40' 200' 400'

Bioretention Zones

Bioretention Treatment Areas - Conceptual Layout

Boundary Between Combined Sanitary Sewer Areas and Separate Storm Drain Areas

B) Conceptual Management Strategy: Separated Storm Drain Areas

Within the Separated Storm Drain Areas of the project, stormwater treatment should be handled through plant-based treatment facilities integrated into the open spaces and streets. The treatment facilities will include specific localized treatment areas distributed throughout the open space and street areas. The treatment facilities will be centralized where feasible, which may include larger stormwater gardens around the Stack, and in Power Station Park, to which runoff is conveyed by gravity or force main for treatment. Figure 4.7.1 illustrates the conceptual management strategy.

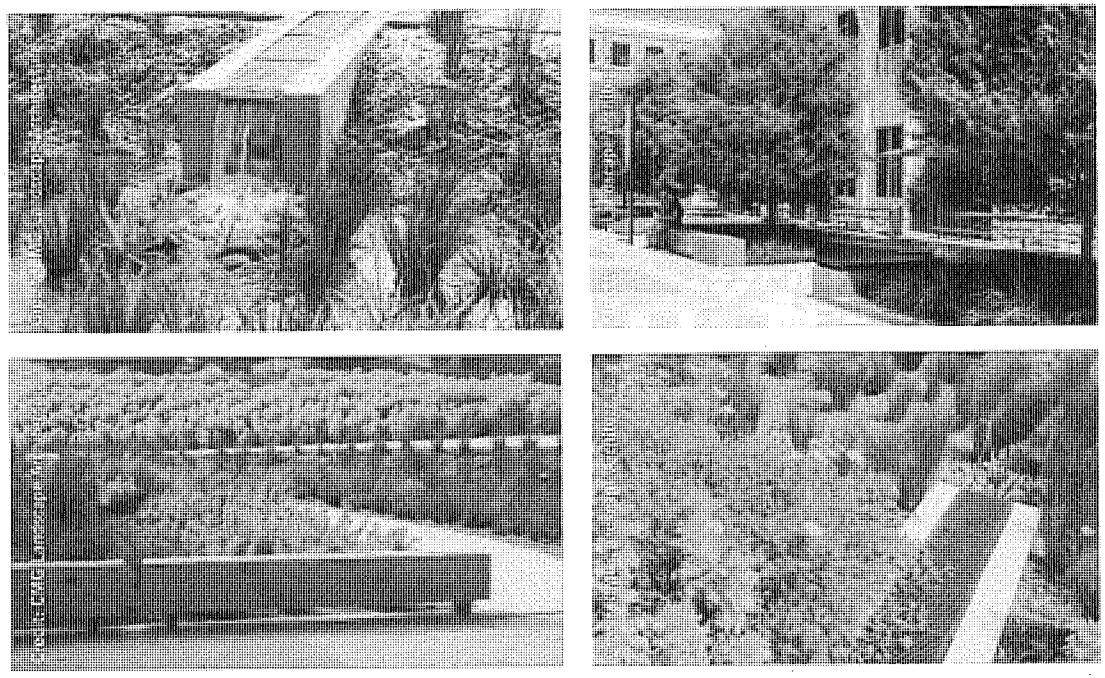
C) Conceptual Management Strategy: Combined Sewer Areas

Within the Combined Sewer Areas of the project, stormwater volume and rate reductions for the open space and streets should be achieved. This should be handled through a combination of plant-based stormwater management integrated into the open spaces and streets as well as credits achieved by excess volume and rate reductions from the buildings within the Combined Sewer Area. Figure 4.7.1 illustrates the conceptual management strategy.

4.7.5 Stormwater Management Plant-Based Facility Plant Selection

Use native and non-invasive plants that tolerate wet and dry conditions and are adapted to coastal climate. Refer to SFPUC-approved list of stormwater plants at SFplantfinder.org.

Figure 4.7.2 Precedent Images: Plant-Based Treatment Integrated into Open Space Design



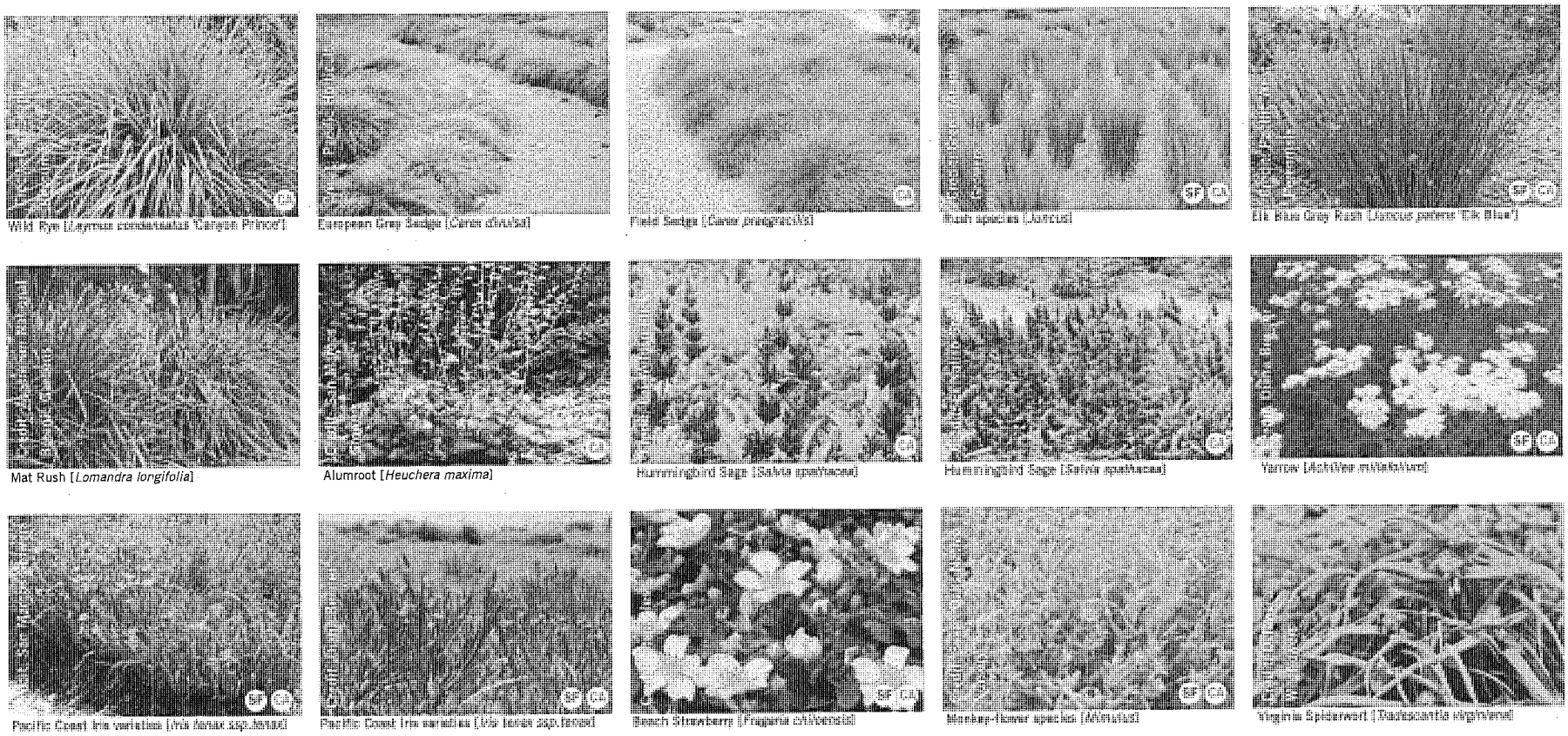
CONSIDERATIONS

4.7.6 Stormwater Management Plant-Based Facility Design

Stormwater gardens may integrate interpretive elements that explain their role in Bay ecosystem health and their function as part of San Francisco's larger wastewater system as well as their co-benefits, including biodiversity and urban greening. Interpretive elements may also highlight the site's historical transformation from electrical distribution systems to green infrastructure.

Salvaged infrastructure elements from the site may be incorporated into design of stormwater treatment gardens. To encourage public use and interaction with stormwater gardens, consider incorporating pathways, boardwalks, overlooks, and/or seating into garden designs.

Figure 4.7.3 Suggested Plant Palette for Stormwater Treatment Gardens*



(CA) CALIFORNIA NATIVE SPECIES
(SF) SAN FRANCISCO NATIVE SPECIES

*Refer to sfplantfinder.org for additional plant species that support biodiversity.

4.8 Site Irrigation

Irrigation is an essential element of plant health and should be incorporated into the site hydrology strategy for the Power Station.

STANDARDS

4.8.1 Site Irrigation

A) Irrigation During Plant Establishment Period

All plant species shall receive establishment irrigation for a minimum of three years. Where required, permanent irrigation infrastructure shall be provided.

B) Irrigation Efficiency

Irrigation systems shall comply with all standards in the San Francisco Water Efficient Irrigation Ordinance.

C) Recycled Water

On-site irrigation shall use non-potable water and shall comply with the San Francisco Non-Potable Water Ordinance.

D) Monitoring

Irrigation flow meters for all irrigation hydrozones shall be installed to record and monitor water use across the site.

GUIDELINES

4.8.2 Plant Species Hydrozones

Planting design should optimize irrigation efficacy by grouping plants with similar water needs into efficient irrigation hydrozones.

CONSIDERATIONS

4.8.3 Pressurized Drip Irrigation at Turf Areas

Overhead spray irrigation for turf areas should be avoided. Use of pressurized drip irrigation tubing at turf areas is recommended.

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4.9 Site Furnishing

Furnishing in the Public Open Spaces of the Power Station will help establish the identity of the district and neighborhood. Along with planting, lighting and paving, furnishing is an integral part of what makes the open space an inviting and comfortable part of the public network. The Power Station will implement a district-wide approach to furnishing that allows for variety while establishing a unified look and feel that contributes to a unique neighborhood identity.

STANDARDS

4.9.1 Seating Location

Seating shall be placed outside of the Pedestrian Throughway with a minimum of two-foot buffer (leg room) between the seat and Pedestrian Throughway. See Figure 4.9.1.

4.9.2 Outdoor Cafe and Restaurant Seating

Outdoor café and restaurant seating is allowed in all open space areas outside of the public right-of-way. For seating within sidewalks, see Section 5.14.2. Waterfront outdoor food service areas are subject to the controls in Section 4.19, while all other open space areas are subject to the standards listed in this sub-section:

Movable furnishings, including tables, chairs, umbrellas, heat lamps, planters, and other moveable furniture and fixtures, shall be permitted in open spaces adjacent to eating and drinking establishments.

- Placement of the above-mentioned furnishings adjacent to businesses must be within 20 feet of the building face and not obstruct the Pedestrian Throughway.
- Placement of the above-mentioned furnishings in open spaces shall not interfere with curb ramps, access to the building, driveways or access to any fire escapes in any way.
- The above mentioned furnishings must be removed at the end of business hours.

4.9.3 Tree Grates

Tree grates, where provided, shall be made of cast iron or steel and incorporate decorative design (see Figure 4.9.2 for example image). Tree grates shall meet ADA path-of-travel guidelines, and be flush with adjacent sidewalks and other pedestrian areas.

GUIDELINES

4.9.4 Bollards

Bollards that separate pedestrian traffic from vehicular traffic in curbless conditions should be selected and spaced to prevent automobiles from entering Pedestrian Throughways. Lighted bollards are allowed.

4.9.5 Waste Receptacles

Waste receptacles should be located at areas of high pedestrian traffic and near seating areas and picnic areas. They should be located outside of the Pedestrian Throughway. Receptacles should accommodate landfill waste, recycling, and compost. Receptacles should be rain protected, tamper and vermin proof, and possess side opening for collection.

4.9.6 Outdoor Grills

Outdoor public grills should be located at the Point. Select grills made with durable materials and finishes, such as cast iron or weathering steel. Grills should be selected for ease of maintenance. Select a standard product with readily replaceable parts.

4.9.7 Seating Character

Seating should be selected or designed to be inviting, comfortable, and accessible to all people. Benches, whether standard or custom designed, should be functional, and support a high-quality public realm. Seating materials should be chosen for suitability for high use in an urban setting, and ability to withstand the local marine environment. Seating should be constructed of durable materials, such as heavy timbers, hardwoods, cast iron, steel, and concrete.

4.9.8 Furnishing Compatibility with Third Street Industrial District

While a variety of seating and other furnishing is acceptable, effort should be made to unify individual open spaces with a cohesive family of seating and other furnishings. Furnishing should be compatible with and reflect the scale and industrial character of the district and be utilitarian in materiality and design. Interpretive elements may be incorporated into furniture design.

CONSIDERATIONS

4.9.9 Furnishing - Responsible Material Use

Furnishing should incorporate sustainable materials, such as recycled metals, sustainably sourced hardwoods, and locally sourced materials.

4.9.10 Furnishing Coordination with Pier 70

Waterfront site furnishing and fixtures should be coordinated with the Pier 70 project to ensure a general sense of cohesiveness and consistency across the two projects. Fixtures and furnishing should not be identical to those of Pier 70, but belong to a similar aesthetic family.

Figure 4.9.1 Location Map of Furnishing Types in Public Open Spaces

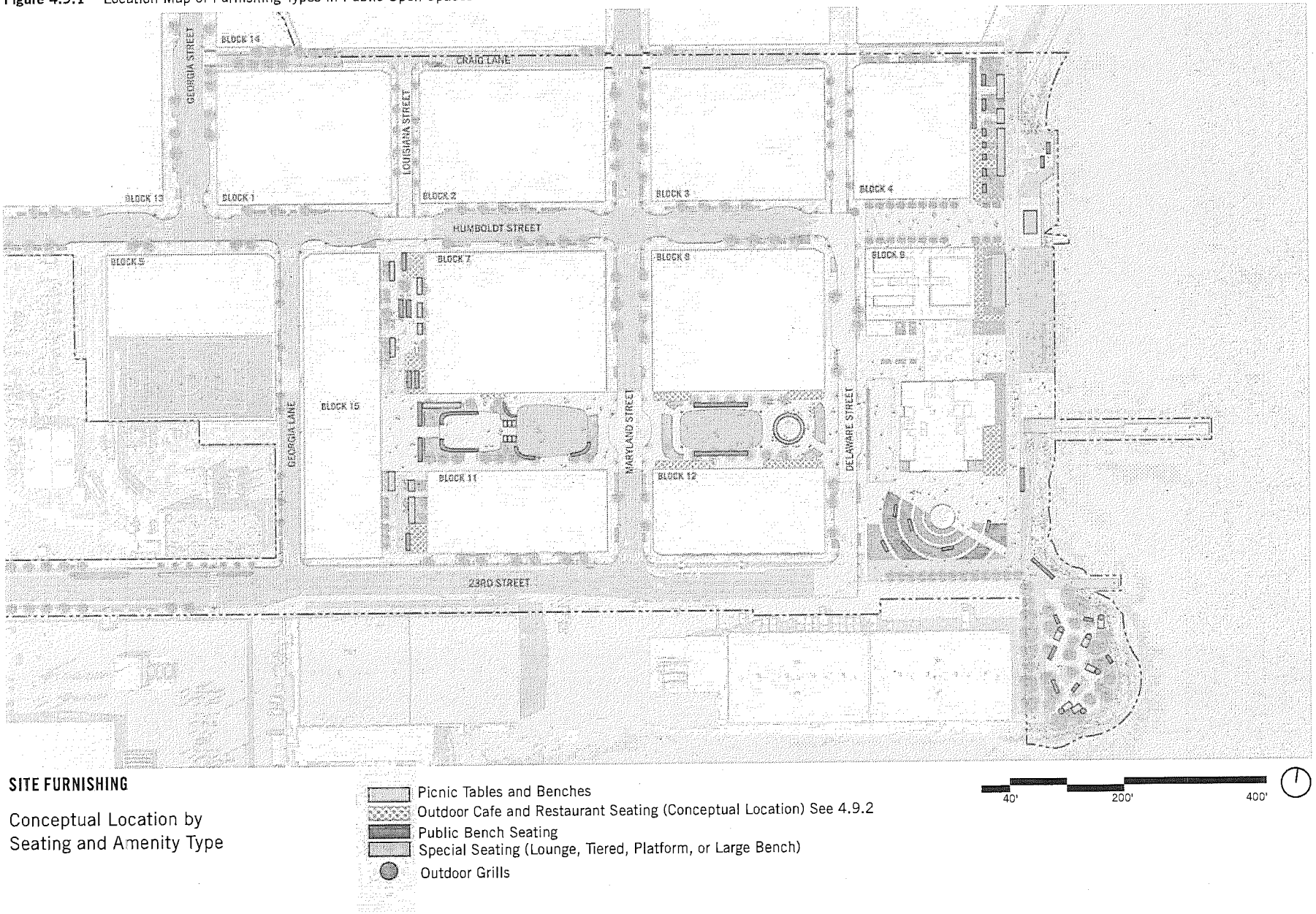
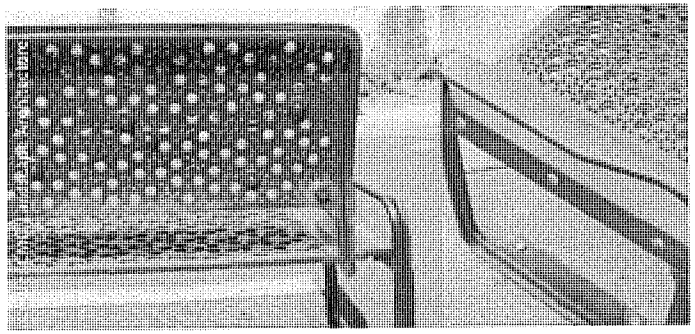
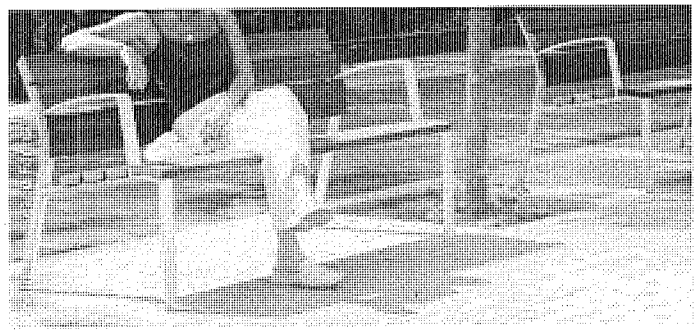


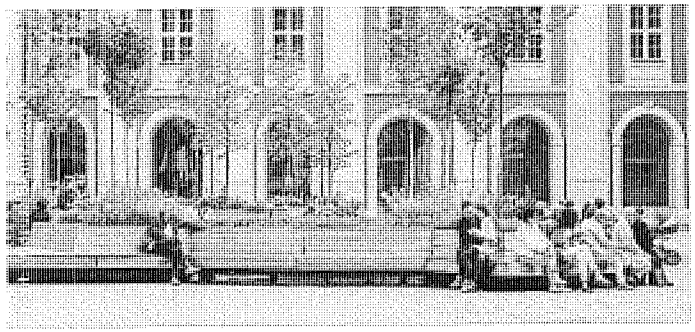
Figure 4.9.2 Site Furnishing Character: Precedent Images



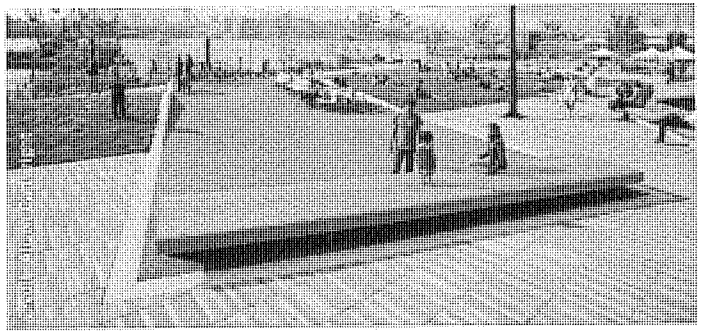
Custom cast-iron park benches, with and without backs.



Manufactured park bench with back (cast aluminum and hardwood).



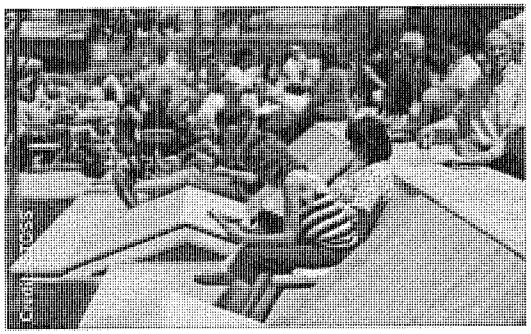
Modular benches with backs.



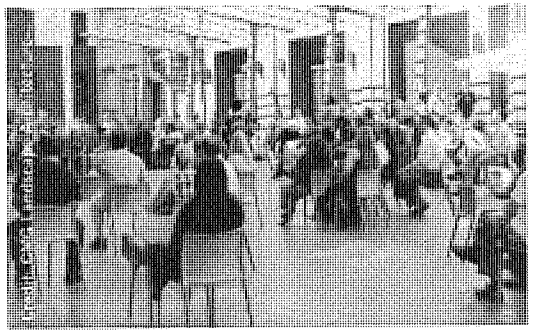
Waterfront platform benches directed toward view.

Plaza platform benches.

Waterfront seating in durable materials.

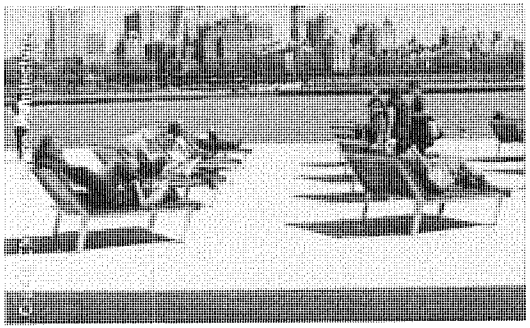


Architectural tiered seating / lounge.

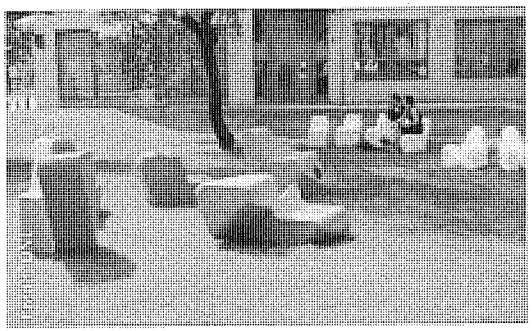


Moveable chairs.

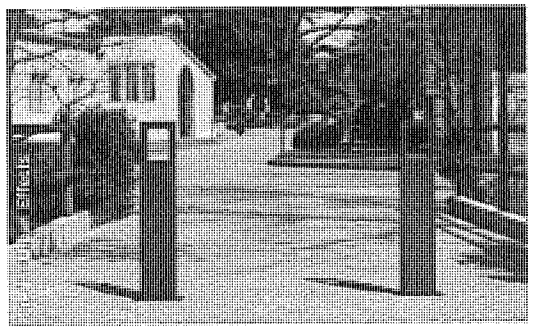
Public grills.



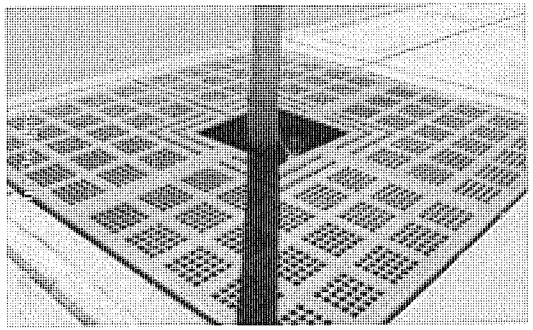
Lounges.



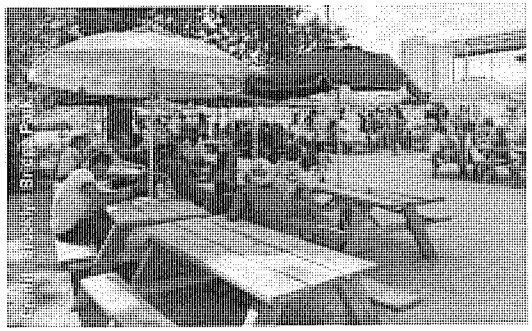
Whimsical moveable seating.



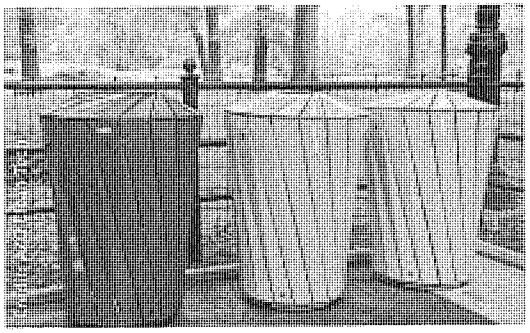
Weathered steel bollards.



Cast-iron tree grate, ADA-compliant, in attractive modern pattern.



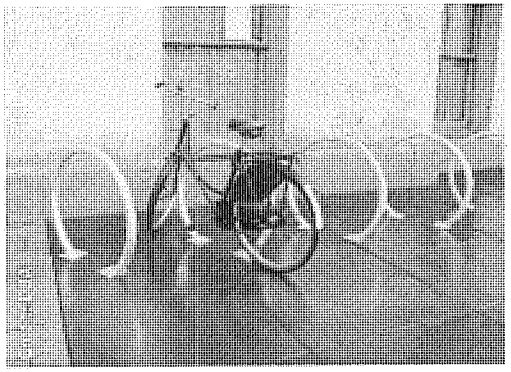
Picnic tables in durable materials



Waste receptacles.

4.10 Bicycle Parking

High-quality bicycle racks shall be located throughout the Public Open Spaces of the Power Station neighborhood to provide secure short-term bicycle parking for transportation-focused and recreational biking, and to express a commitment to cyclist and bicycle culture.



Bicycle Corral with circular bicycle racks.

STANDARDS

4.10.1 Bicycle Rack Placement
The location of bicycle racks will follow requirements outlined in the standards and guidelines below.

- Locate a minimum of 5 bicycle racks (10 bicycle parking spots) within or adjacent to each of the Power Station's nine open space areas.
- Bicycle racks will be located in well-lit, highly visible locations. Bicycle racks will be easy to use and conveniently located within parks and plazas adjacent to bicycle circulation routes.
- Placement shall maintain at least a 6-foot clear walkway, to comply with the ADA.
- At least 3 feet of clearance between bicycles parked at racks and any other furniture must be maintained, except other bicycle racks, which shall be placed a minimum of every 3 feet on center.
- Bicycle racks shall offer visibility to pedestrians with a minimum height of 31 inches.
- Bicycles parked at a rack shall have a minimum 1 foot clearance from utility vaults.

GUIDELINES

4.10.2 Design of Bicycle Racks
Standard SFMTA-approved bicycle racks should be installed for each open space. See Consideration 4.10.4 for considerations for artistic or custom designed racks.

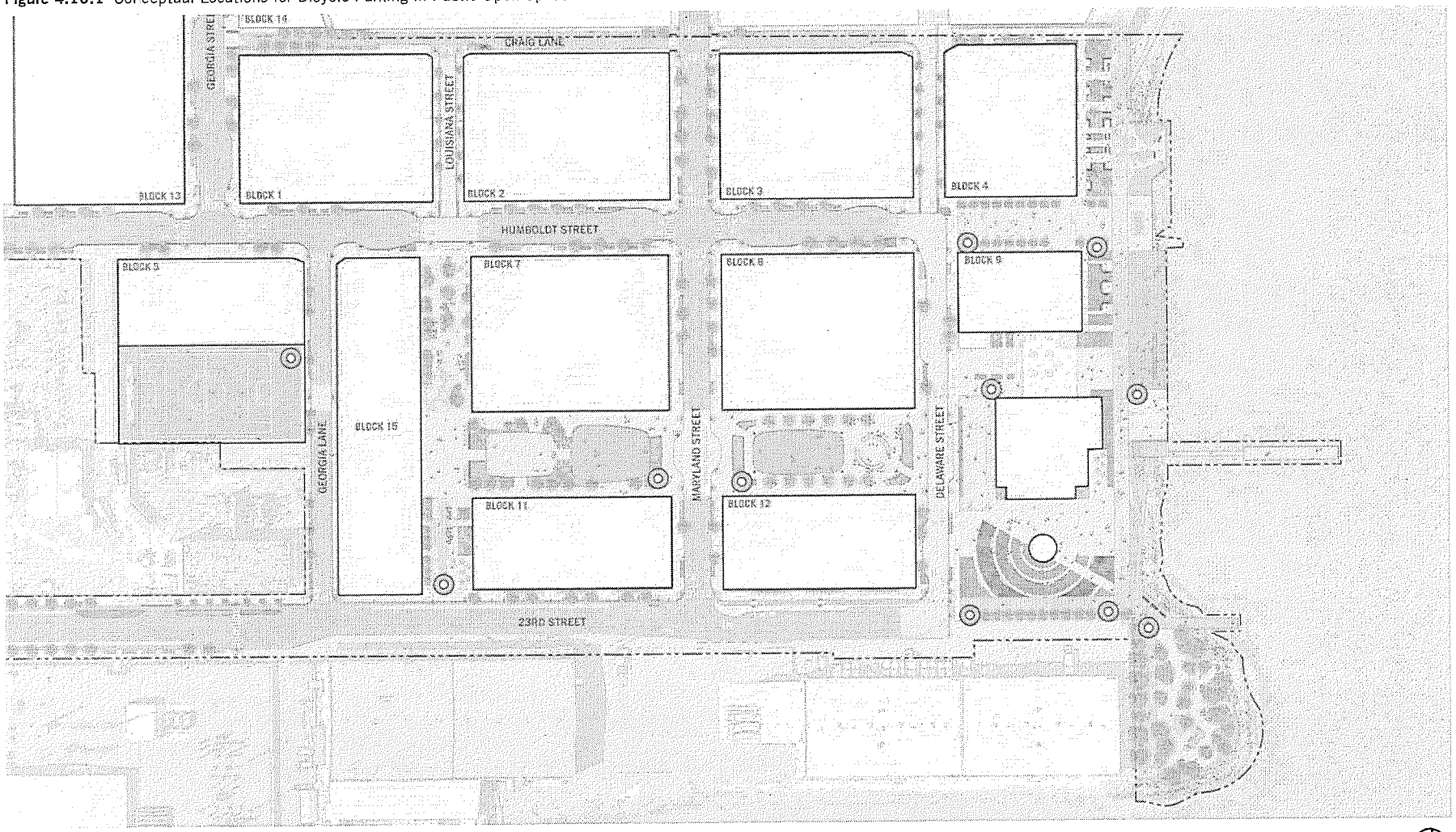
CONSIDERATIONS

4.10.3 Bicycle Corrals
Bicycle corrals (pictured on this page) are encouraged where space allows.

4.10.4 Artistic and Custom Designed Bicycle Racks
Artistic bicycle racks or custom designed racks integrated with other elements are permitted so long as they adhere to the following requirements:

- Bicycle racks should be durable and practical with a design similar in function to the inverted "U" or the Welle Circular bicycle rack. Bicycle racks should be made of galvanized or stainless steel materials or cast iron. Powder-coated finishes are not allowed.
- All elements of a bicycle rack should have a minimum 2-inch diameter (or 2-inch-square tube). Racks should offer a minimum of two points of support for bicycles unless the rack can support a bicycle in two places, such as a post and ring configuration.
- Allow locking of bicycle frames and wheels with U-Locks.
- Racks should not require lifting of the bicycle.

Figure 4.10.1 Conceptual Locations for Bicycle Parking in Public Open Spaces



BICYCLE PARKING

Conceptual Locations

Conceptual Location for Bicycle Racks

40' 200' 400'

4.11 Paving and Materials

Paving is a key component that will help define the character, connectivity, and identity of the Power Station's varied open spaces. Paving strategy should be considered as an interconnected site-wide system that activates the public realm and contributes to the overall pedestrian and bicycle circulation on the site. Paving connections to surrounding streets should be carefully considered for their impact on the larger neighborhood.

STANDARDS

4.11.1 Surfacing at Tree Planting
Where trees are planted in pedestrian areas, tree well surfacing material shall be within two inches of adjacent pedestrian paving.

4.11.2 Paving: Heat Island Effect
Materials that reduce the urban heat island effect by using pavement with a Solar Reflectance Index (SRI) of 29 or higher shall be selected for use in areas that are predominantly unshaded by tree canopy or buildings.

GUIDELINES

4.11.3 Surfacing at Tree Planting
Where trees are planted in paving, surfacing material should allow air and water to reach tree roots.

4.11.4 Material Quality and Consistency
Paving and built-in site elements should be composed of high-quality materials and finishes. All materials should be durable and capable of withstanding high-intensity use in the Bay environment. All material textures in designated path-of-travel and accessible-use areas should be ADA-compliant.

4.11.5 Utilites and Paving Design
Paving design in open spaces should be coordinated with the placement of lights, light pull boxes, utilities, utility vaults, and other surface expressions of underground utilities.

4.11.6 Paving Types
Paving should be a key component that defines the character, connectivity, and extent of the Power Station's varied public realm.

A) Special Paving at Plazas
Use contrasting, high-quality paving that distinguishes plaza spaces as areas that prioritize pedestrians and encourage gathering. Plaza spaces should incorporate concrete unit pavers, stone pavers, or cast-in-place concrete with integral color and/or exposed aggregate finish. Refer to paving and materials images and descriptions in Figure 4.11.1.

B) Blue Greenway
Cast-in-place concrete with integral color and/or topcast finish is recommended for the Blue Greenway. Coordinate paving design with the Pier 70 Blue Greenway to either match or complement paving finish, color, and score pattern.

4.11.7 Character and Uniformity
Paving and hardscape elements should incorporate industrial elements and materials into the design. Design elements should use simple geometric forms, regular or repeating paving patterns and utilitarian materials such as simple masonry pavers.

CONSIDERATIONS

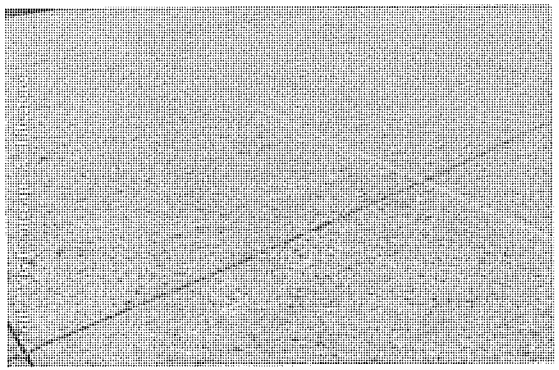
4.11.8 Permeable Paving
Where feasible, and where underlying soil conditions allow, permeable paving, such as pre-cast permeable concrete unit pavers may be used.

4.11.9 Wood Decking
Durable hardwood decking is allowed. Consider using wood decking at Bay overlooks and at waterfront terraces. Use sustainable forest products (FSC-certified) or recycled wood.

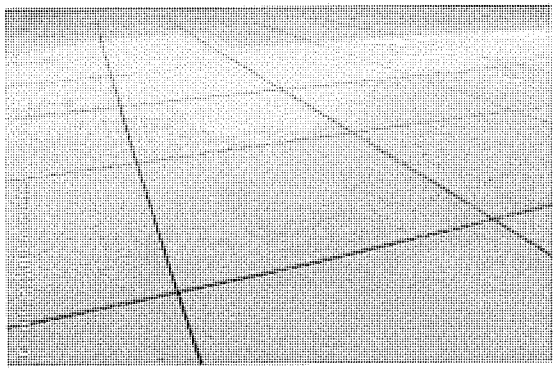
4.11.10 Responsible Material Use
Use sustainable paving materials, including recycled, local, and sustainably sourced materials. Consider conducting a life-cycle assessment to identify embodied carbon drivers for the site and quantify reduction potential for key elements and materials. Consider opportunities for reuse of demolition waste from the site.

4.11.11 Character and Uniformity
Paving contrast may be introduced through color or geometric variation, textural variation within a single paving module, integrated lights, or juxtaposition of scale or material. Salvaged masonry units from the site's existing buildings should be included, if feasible and safe for public use.

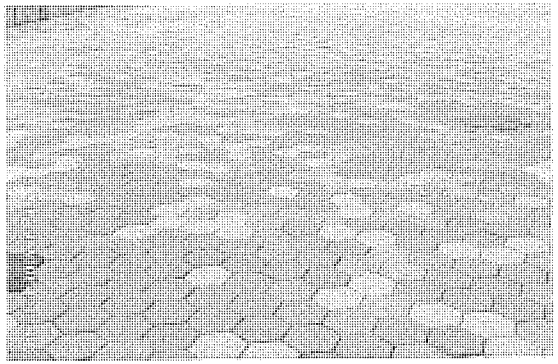
Figure 4.11.1 Example Paving Types for Open Spaces



Cast-in-place concrete with integral color and/or exposed aggregate finish.

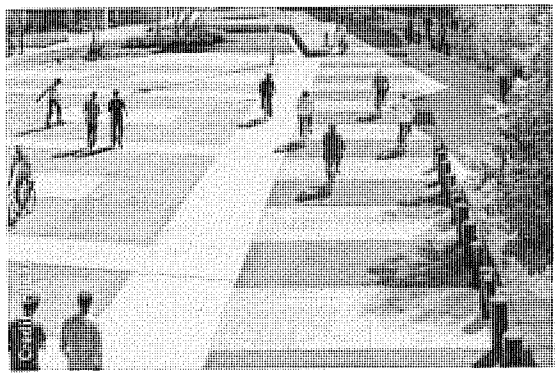


Enhanced cast-in-place concrete with saw-cut joints.

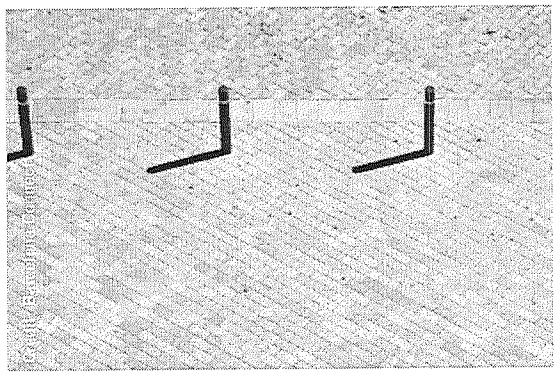


Pre-cast concrete unit pavers and pre-cast permeable concrete unit pavers.

Wood decking made of durable hardwood appropriate for coastal conditions.



Enhanced concrete and/or pre-cast unit pavers with contrasting pattern.



Stone unit pavers.

4.12 Ground-Level On-Structure Open Space Design

Several portions of the Power Station's open spaces may be built over structured parking. These areas include Humboldt Street Plaza, Power Station Park, Craig Lane Paseo, and Louisiana Paseo (See Figure 4.12.1). If structured parking is planned beneath any of these open spaces, the following standards shall be followed to ensure that below-grade structures are designed to allow for viable landscapes in the open spaces atop these structures.

STANDARDS

4.12.1 Structural Coordination

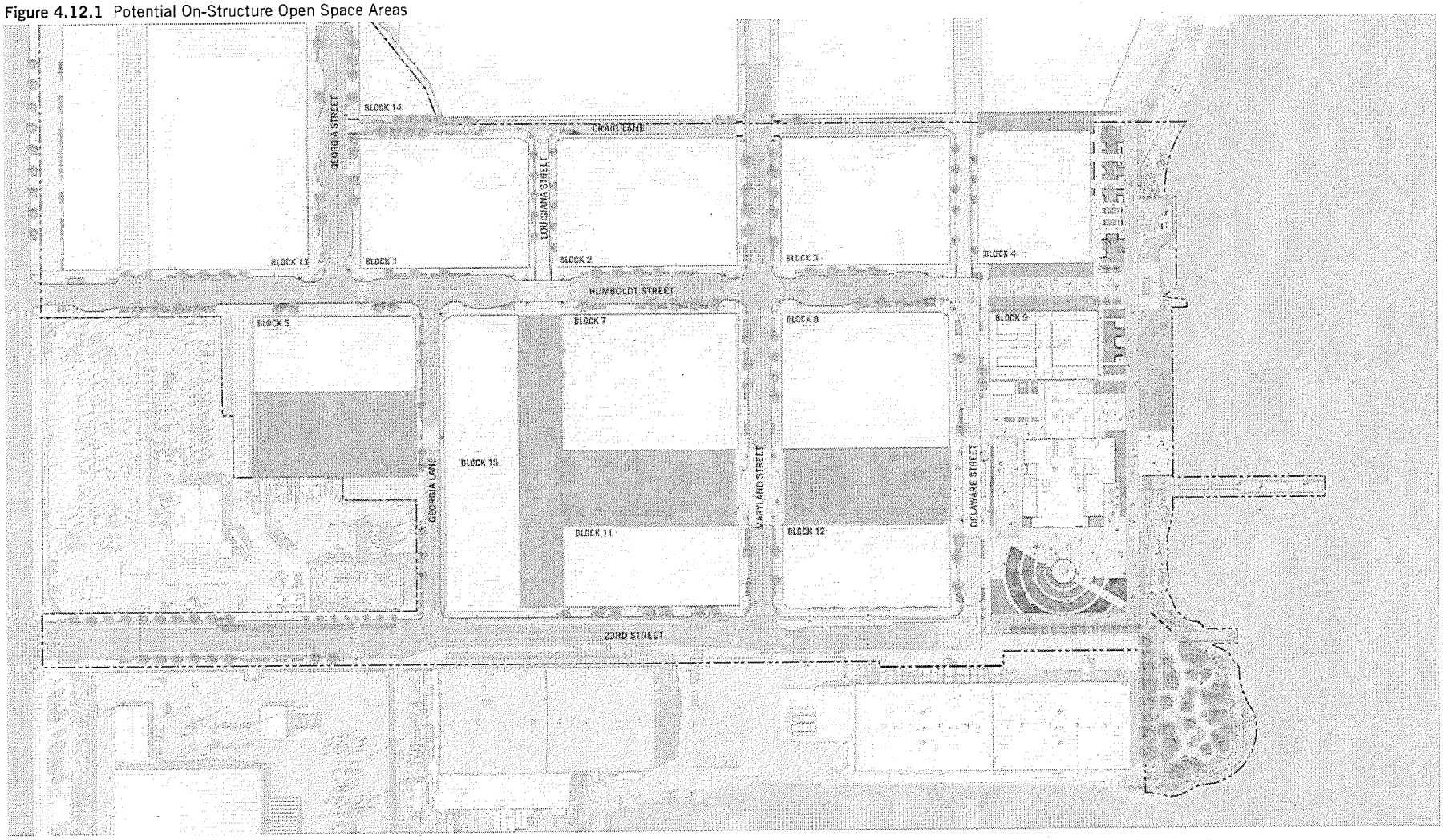
As depicted on Figure 4.12.1, there are areas where the open spaces may be built on top of structures. Structures beneath open space shall be designed and constructed to withstand and support robust and viable landscapes. Structures shall allow sufficient space between the top of the structural slab and the finished grade in the open space to allow for paving areas, ground cover planting, tree planting, drainage, footings for play structures, overhead structures, and large seating elements.

A) Structures shall accommodate 18 to 24 inches of soil depth in groundcover planting areas.

B) Structures shall accommodate 36 to 48 inches of soil depth for tree planting.

C) Structures shall be designed to withstand anticipated loading of emergency and maintenance vehicles.

Figure 4.12.1 Potential On-Structure Open Space Areas



GROUND LEVEL ON-STRUCTURE OPEN SPACE

Potential On-Structure Public Open Space

Project Site Boundary

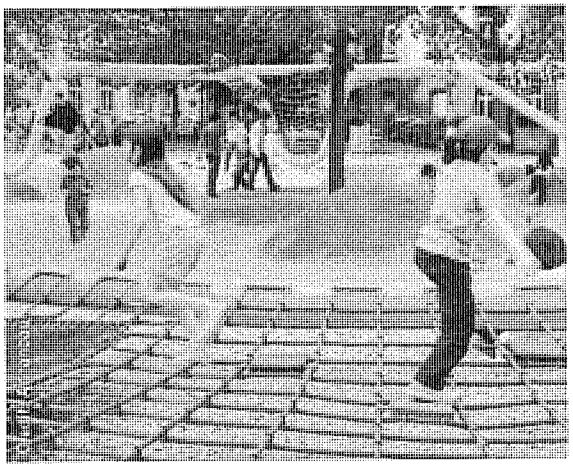
40' 200' 400'

4.13 Wellness

Health, fitness, and wellness will be a primary focus of the Power Station's open spaces. This includes open turf areas for yoga and fitness classes, play areas for all ages, a generous waterfront trail for biking and walking, and athletic fields for a range of age groups and activities. Figure 4.13.2 depicts the health and wellness activities that are envisioned throughout Power Station open spaces.

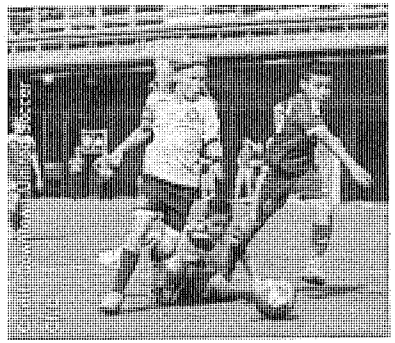
Figure 4.13.1 Health and Wellness Precedent Images

Temporary farmer's market In open space.

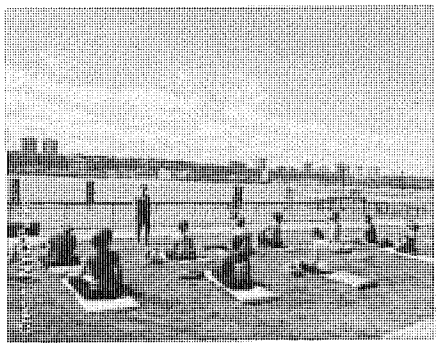


Children's playground.

Adult fitness playground.

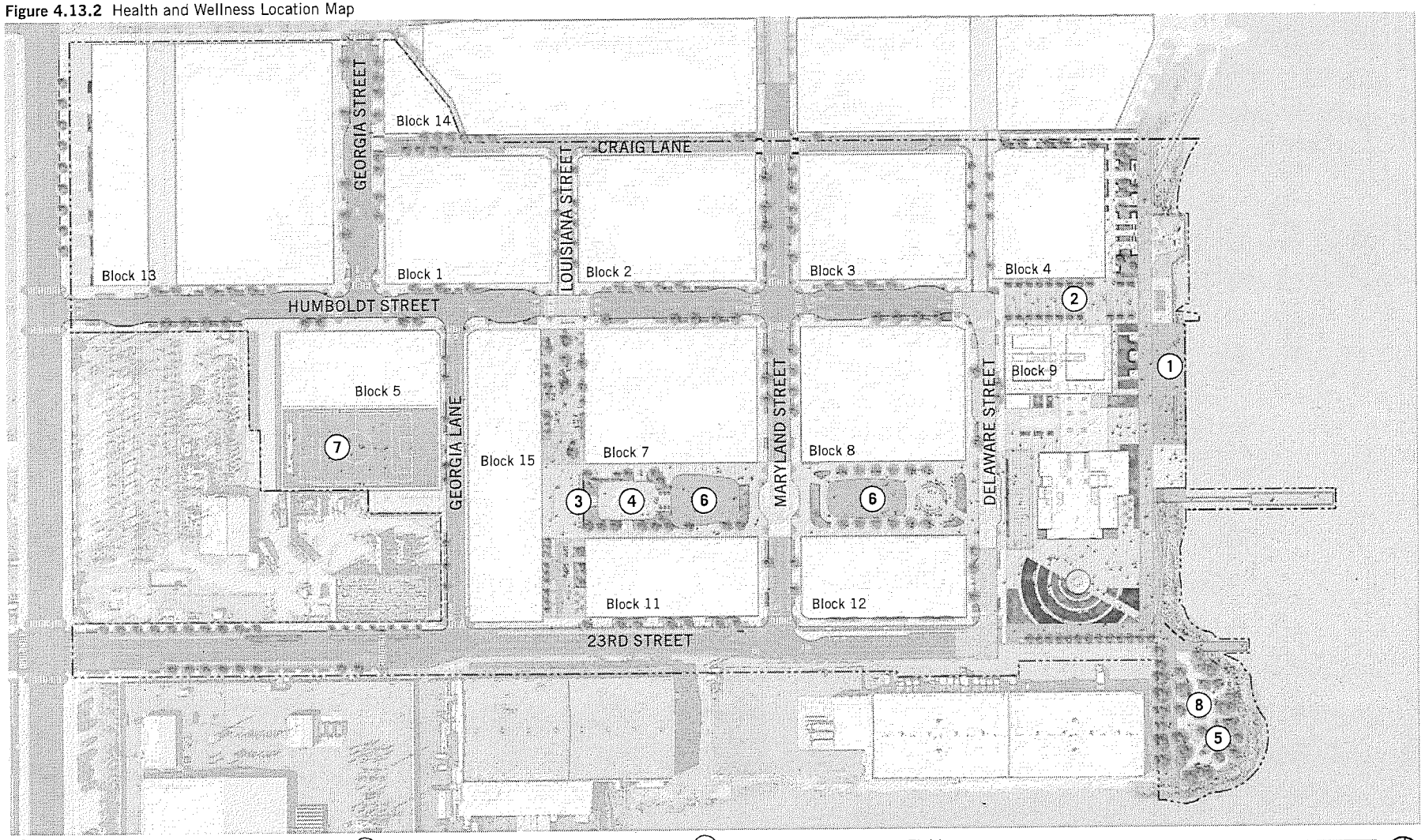


Rooftop under-10 soccer field.



Fitness activities on lawn.

Figure 4.13.2 Health and Wellness Location Map



1. Fitness Lawn / Multi-Purpose Lawn
2. Farmer's Market Area
3. Adult Fitness
4. Children's Playground
5. Quiet Contemplation / Meditation
6. Under-6 Soccer Field / Multi-Purpose Lawn
7. Rooftop Under-10 Soccer Field
8. Nature Discovery

4.14 Public Art

The Power Station's open spaces will provide opportunities to integrate interactive art and recreational amenities that may also act as interpretive elements for the site's unique history and its sustainable future.

Public art of scale can contribute significantly to the urban design of the Power Station when placed at key locations, such as the terminus of a view corridor, to draw visitors through the public realm to a point of destination. Public art can also contribute to wayfinding by acting as a landmark and memorable feature within the public realm network.

CONSIDERATIONS

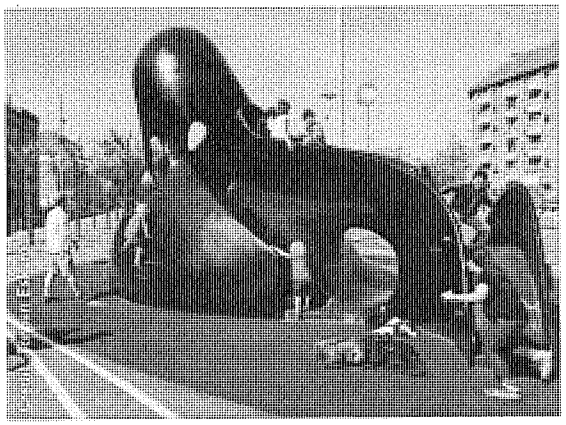
4.14.1 Public Art Locations

Permanent public art pieces may be located in Waterfront Park, the Point, Turbine Plaza, Humboldt Street Plaza, Power Station Park, and Louisiana Paseo. Suggested locations within these open spaces for public art can be found in Figure 4.14.1. Temporary public art may be located in any open space and should comply with all controls for those spaces.

4.14.2 Public Art Interpretive Elements

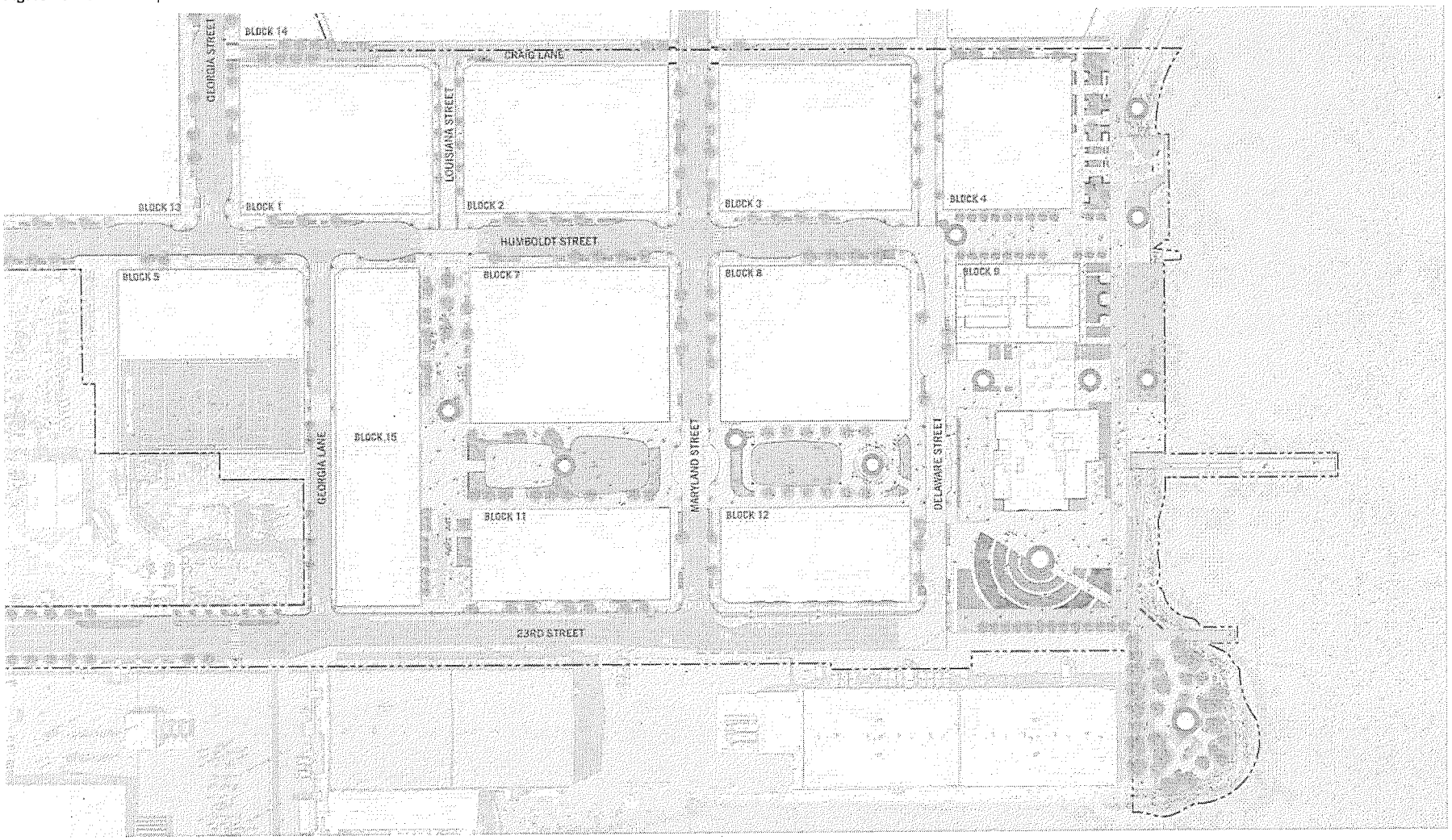
Public art installations may relate to, describe, or otherwise engage with the layered history of the site, doubling as interpretive exhibits. Public art installations may also relate to or highlight the unique climatic/ecological conditions of the site.

Public art example.



Sculpture play example.

Figure 4.14.1 Conceptual Locations for Public Art



ART IN PUBLIC OPEN SPACE

Conceptual Locations

Permanent or Curated Temporary Art Installation Locations

40' 200' 400'

4.15 Carts and Kiosks in Open Space

A limited number of food service and/or retail Carts and Kiosks will be allowed to operate within the open spaces of the Power Station. (See Table 4.15.1 for number and size restrictions within specific open spaces.)

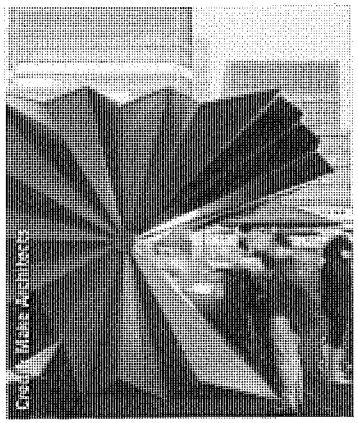
STANDARDS

4.15.1 Location of Carts and Kiosks
Carts and Kiosks shall not block accessible paths of travel or areas for Emergency Vehicle Access (EVA). (See Table 4.15.1 for limits on the number of Carts and Kiosks per open space location.)

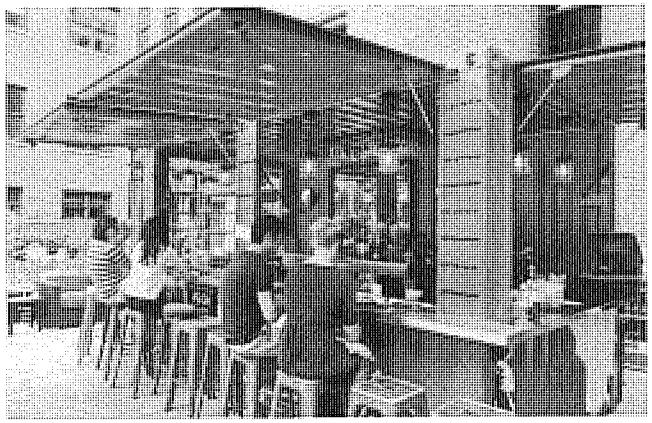
4.15.2 Size of Carts and Kiosks
The maximum size of any Cart or Kiosk located within public open space is 200 square feet.

GUIDELINES

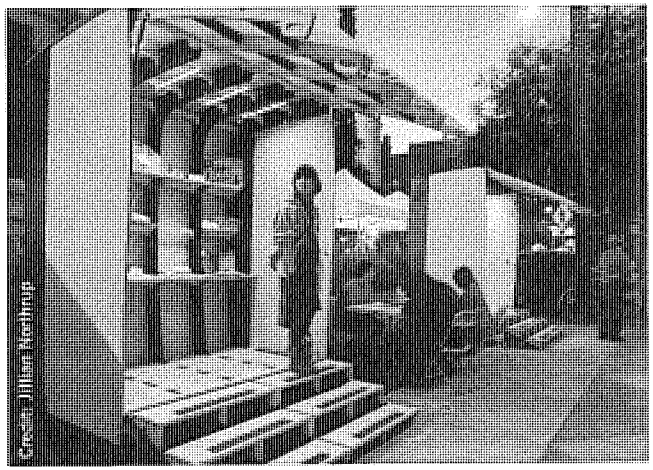
4.15.3 Visual Interest of Kiosks
Kiosks should be visually interesting even when closed.



Retail Kiosk example.


Cafe Kiosk in a modified shipping container example.

Cafe Cart example.



Maker Kiosk example.

Figure 4.15.1 Conceptual Locations for Carts and Kiosks

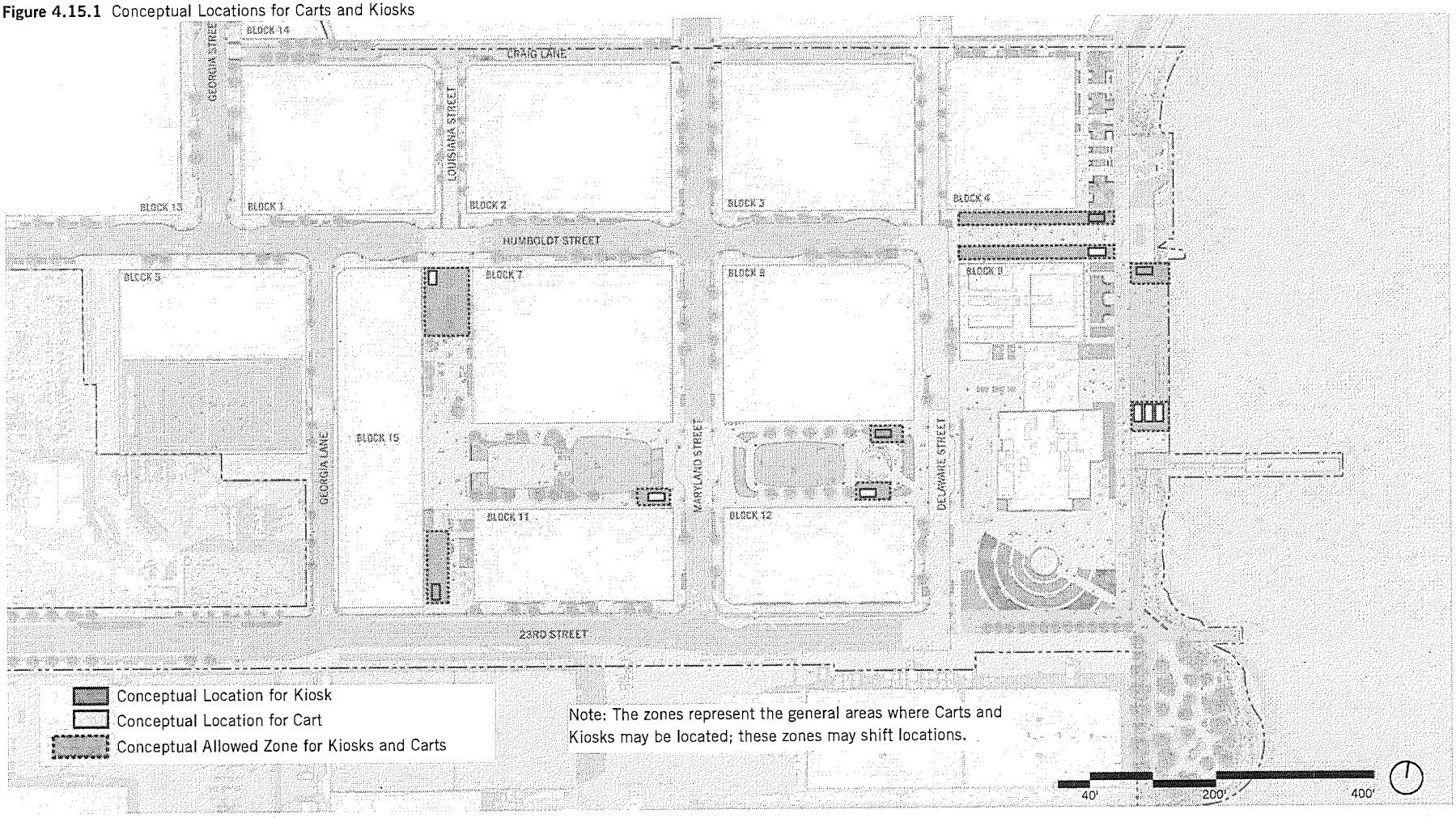


Table 4.15.1 Publicly Oriented Accessory Retail Uses in Open Spaces

USE/LOCATION	LOUISIANA PASEO	POWER STATION PARK	HUMBOLDT STREET PLAZA	BLOCK 9 OPEN SPACE	STACK PLAZA	WATERFRONT PARK
Cart (not larger than 200 square feet)	Limit of 1 in this open space	Limit of 2 in this open space	Limit of 1 in this open space	Not permitted	Not permitted	Limit of 3 in this open space
Kiosk (not larger than 200 square feet)	Limit of 1 in this open space	Limit of 1 in this open space	Limit of 1 in this open space	Not permitted	Not permitted	Limit of 1 in this open space

4.16 Waterfront Open Spaces

The Waterfront Open Spaces at the Power Station will be a vibrant series of active parks that emphasize the relationship between people and the Bay. The open spaces will provide an array of amenities for both the larger Bay Area population and local neighborhood communities within San Francisco. The design of Waterfront Open Spaces will allow expansive views of the Bay and environs and increase physical access to the waterfront and to the Bay itself.

A generous new portion of the Blue Greenway will link a series of unique public spaces that offer a range of activities.

The general standards and guidelines for planting, stormwater management, accessibility, sea level rise planning, and programming that are delineated in this section (4.16) apply to the entire open space area shown in the Waterfront Open Spaces Concept Plan Overview in Figure 4.16.1. In addition, this section describes specific standards and guidelines for the Waterfront Park Blue Greenway, recreational dock, Bay overlook terraces, Bay shore planting and stormwater gardens, and outdoor seating areas.

This section should be read in conjunction with the sections that cover in detail the distinct spaces of Waterfront Open Spaces: the Point, Stack Plaza, Block 9 Open Space (including Turbine Plaza and Unit 3 Entry Plaza), and Humboldt Street Plaza (4.20 through 4.24).

STANDARDS

4.16.1 Public Access
Portions of Waterfront Open Spaces that are within BCDC jurisdiction shall be publicly accessible, subject to the terms of the BCDC permit. All other areas will be subject to public access controls contained in the Development Agreement.

4.16.2 Publicly Accessible Restroom
A publicly-accessible restroom shall be located in Block 9, and be open when it is reasonable to expect substantial public use.

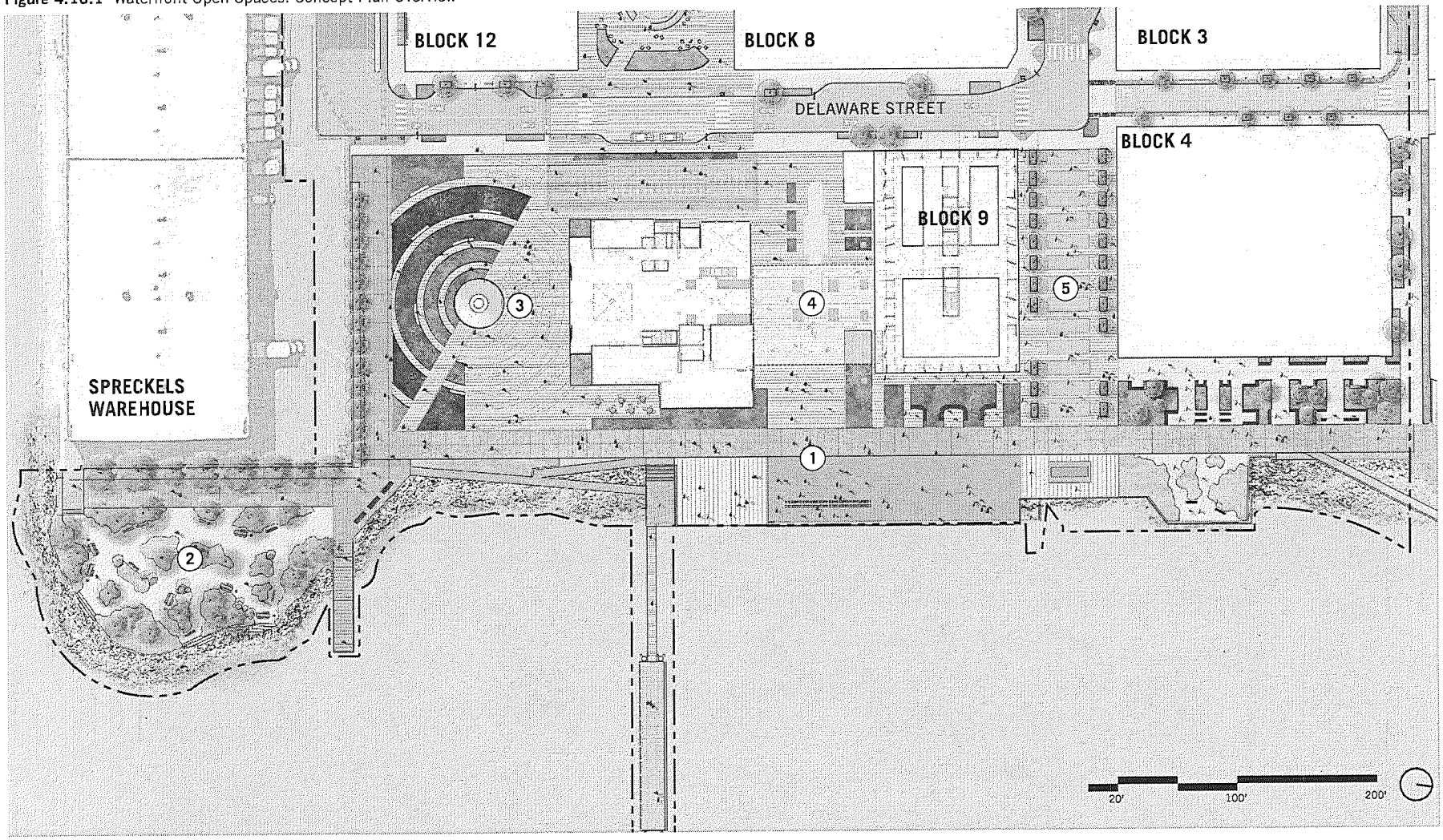
GUIDELINES

4.16.3 Visual Access
Waterfront Open Spaces should provide views to the water from both sides of the Blue Greenway. First branching height and spacing of trees should facilitate these views.

4.16.4 Public Uses and Amenities
Waterfront Open Spaces should provide both active and passive program uses along with waterfront ecological amenities, including native Bay shore planting with habitat value. At least one drinking fountain should be located within Waterfront Open Spaces. The amenities and features shown in figure 4.16.1 are permitted in Waterfront Open Spaces.

4.16.5 Stormwater Treatment Areas
Waterfront Open Spaces should include stormwater treatment gardens of varying sizes to treat runoff from impermeable surfaces. Stormwater gardens must be functionally and aesthetically integrated into the experience of the park. See Section 4.7 for general planting standards and guidelines for stormwater treatment areas.

Figure 4.16.1 Waterfront Open Spaces: Concept Plan Overview



WATERFRONT OPEN SPACES

Concept Plan Overview

1. Waterfront Park: Section 4.19
2. The Point: Section 4.20
3. Stack Plaza: Section 4.21
4. Block 9 Open Spaces 4.22-423
5. Humboldt Street Plaza: Section 4.24

4.17 Waterfront Open Spaces: Circulation

STANDARDS

4.17.1 Waterfront Open Spaces Circulation: Blue Greenway

The waterfront multi-use trail, the Blue Greenway, shall provide a direct north–south waterfront route for pedestrians and bicyclists along the length of the Waterfront Open Spaces, connecting to Pier 70 at the north and 23rd Street at the south. The Blue Greenway shall not be accessible to automobiles or trucks (with the exception of emergency and maintenance vehicles).

4.17.2 Blue Greenway: Clear Width

The Blue Greenway shall provide a clear width of 20 feet.

4.17.3 Blue Greenway: Universal Access

The Blue Greenway shall be ADA-compliant.

4.17.4 Blue Greenway: Bicycle Connections

The Blue Greenway shall connect to bicycle facilities on 23rd Street. Signage, warning cues, and controls shall be included in the Blue Greenway trail to minimize pedestrian and bicycle conflict.

4.17.5 Recreational Dock Access Path

Should a recreational dock be constructed, an ADA-compliant path shall be provided for access to the recreational dock from the Blue Greenway.

4.17.6 Path to the Pier 70 Shoreline Path

An ADA-compliant pedestrian path shall be provided for access from the Blue Greenway at the northern end of the Power Station to the shoreline path at Pier 70.

GUIDELINES

4.17.7 Pedestrian Throughway Connections at Key Places

Circulation in Waterfront Open Spaces should reinforce important Pedestrian Throughway connections between the Blue Greenway and the other open space areas, including clear east–west pedestrian routes with linkages to 23rd Street, Power Station Park, and Humboldt Street, and to Delaware Street through Stack Plaza, Block 9 Open Space (including Turbine and Unit 3 Entry Plazas), Humboldt Street Plaza, and Craig Lane.

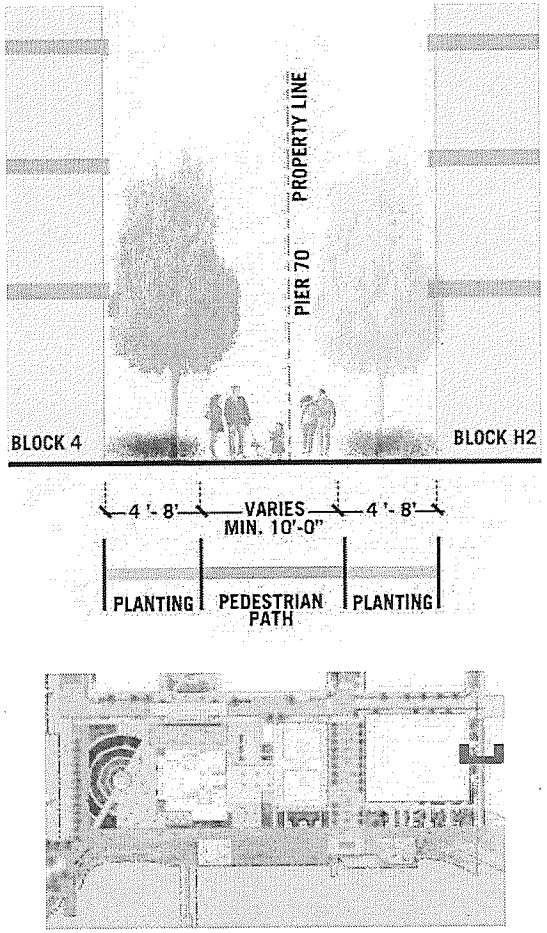
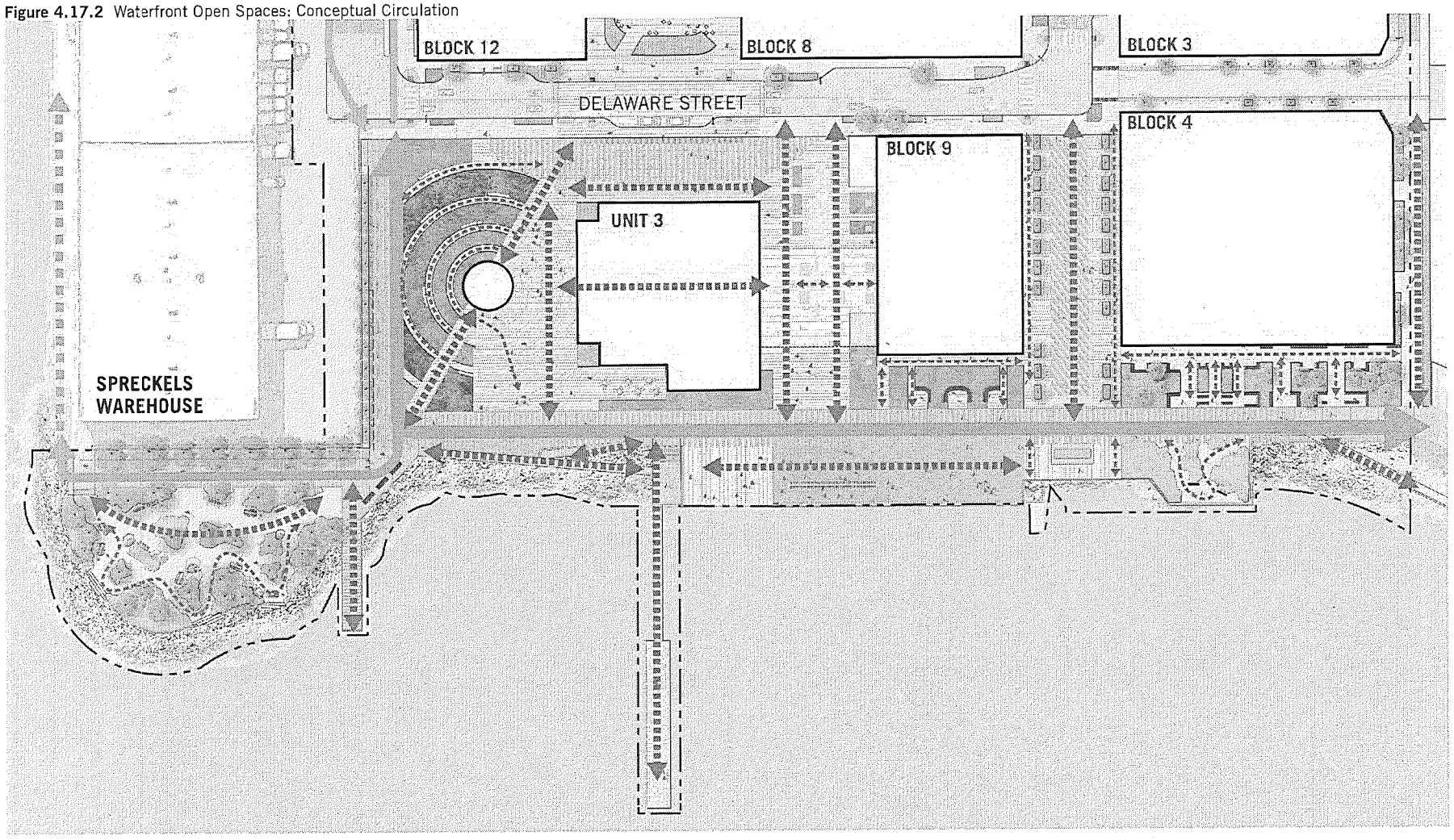


Figure 4.17.1 Section: Craig Lane Paseo

Figure 4.17.2 Waterfront Open Spaces: Conceptual Circulation



WATERFRONT OPEN SPACES OVERVIEW

Conceptual Circulation

- Blue Greenway
- Blue Greenway (Potential Future Continuation by Others)
- Pedestrian Circulation
- Connection to Bicycle Routes
- EVA Lane

20' 100' 200'

4.18 Waterfront Outdoor Food Service Areas

The Waterfront Open Spaces will provide many ways to experience the beauty of its special location along the Bay. One of these experiences will be outdoor dining or drinking. While the great majority of seating along the waterfront will be entirely public, some outdoor restaurant or cafe seating will enliven the waterfront experience at the Power Station.

STANDARDS

4.18.1 Waterfront Outdoor Food Service Areas

Permanent, semi-permanent, and movable furnishings such as tables, chairs, umbrellas, heat lamps, and fire pits for eating and drinking use, shall be permitted on the east side of the buildings constructed on Blocks 4 and 9. The shaded areas in Figure 4.18.1 indicate potential locations for this use. Within these areas, up to 60 percent of the area may be reserved for exclusive use by eating and drinking establishments during business hours. This reserved area may be contiguous. The remainder of these areas shall be open to the public and shall not require patronage of any eating and drinking establishment. Food service areas must remain clear of the Blue Greenway at all times.

4.18.2 Signage for Public Seating in Waterfront Outdoor Food Service Areas

Signage shall be provided to clearly indicate that public seating is open to the public without having to patronize the eating and drinking establishment.

GUIDELINES

4.18.3 Public Seating in Waterfront Outdoor Food Service Areas

Public seating should be of high quality, and differentiated from reserved seating at adjacent eating and drinking establishments.

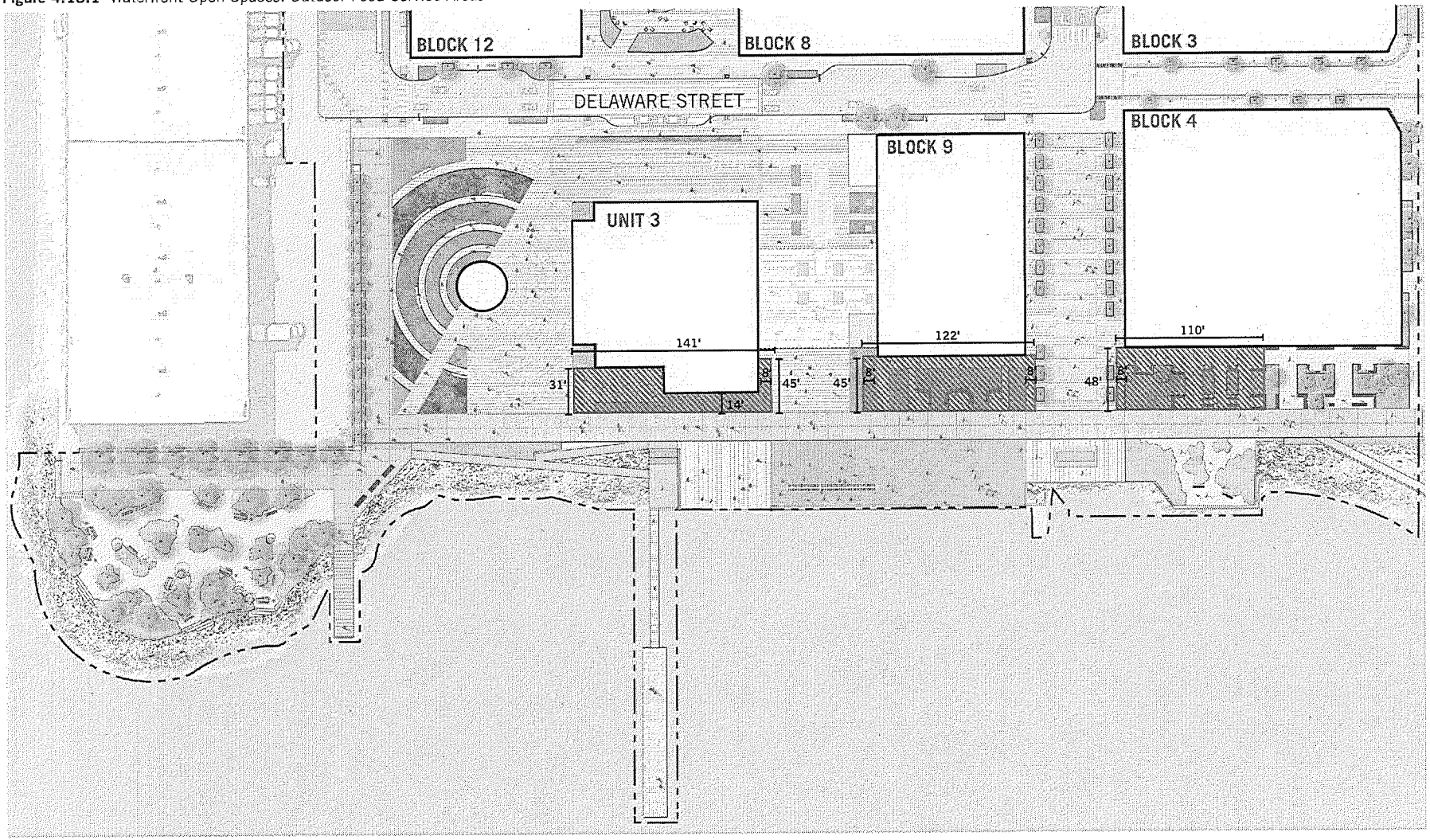
4.18.4 Reserved Seating in Waterfront Outdoor Food Service Areas

Areas of reserved seating for eating and drinking establishment used during business hours should serve as attractive and functional public spaces during non-business hours. These spaces should include at least some permanent, non-movable seating.

Example of restaurant seating adjacent to public seating and promenade.

Example of cafe seating along the waterfront.

Figure 4.18.1 Waterfront Open Spaces: Outdoor Food Service Areas



OUTDOOR FOOD SERVICE AREAS

20' 100' 200'

Food and Beverage Service: Allowed Zones.*
Up to 60% of Each Designated Area May be Used for Food and Beverage Service

*Note: Exact locations and dimensions of these zones may shift.

4.19 Waterfront Park

Waterfront Park is generally bounded by the Point to the south, the northern boundary of the Blue Greenway along 23rd Street, the Bay to the east, the northern boundary of Craig Lane Paseo, and the western boundary of the Blue Greenway parallel to the shoreline. See Figure 4.19.1

GUIDELINES

4.19.1 Bay Overlook Terrace at Unit 3
Opposite Block 9 Open Space, on the water side of the Blue Greenway, an open, accessible Bay overlook terrace should be designed to allow pedestrian access to the water's edge at the elevation of the Blue Greenway. Comfortable seating compliant with Guideline 4.9.7 should be provided at this overlook.

4.19.2 Bay Overlook Terrace at Humboldt Street Plaza
A waterside plaza should be designed as an extension of Humboldt Street Plaza, allowing public access to the water's edge at the terminus of Humboldt Street. The same paving type and pattern used at Humboldt Street Plaza should continue into the waterside overlook terrace, broken only by the Blue Greenway paving.

4.19.3 Public Seating
Public seating should be designed and selected to be integrated with elements in the waterfront landscape. Permanent public seating should be provided at overlook terraces and along the Blue Greenway.

4.19.4 Fitness and Multi-Purpose Lawn
An open natural turf area for picnicking and exercise should be designed on the water side of the Blue Greenway east of Block 9.

4.19.5 Bay Shore Planting Areas
Planted areas, featuring a diverse palette of Bay-appropriate native plants, should be incorporated into the design on both sides of the Blue Greenway. Pedestrian path access is allowed in these areas. See Section 4.6 for example plant palettes for these areas.

4.19.6 Stormwater Management
Stormwater management gardens should be designed as integral parts of open space designs and as integral parts of larger planting designs. See Section 4.6 for general planting standards and guidelines for stormwater treatment areas. Refer to Figures 4.7.2 and 4.7.3 for examples of integrated stormwater management design and a suggested stormwater management plant palette.

4.19.7 Waterfront Outdoor Dining Areas (Block 4)
Waterfront Park includes outdoor dining areas in front of Block 4. See Section 4.18 for applicable Standards and Guidelines.

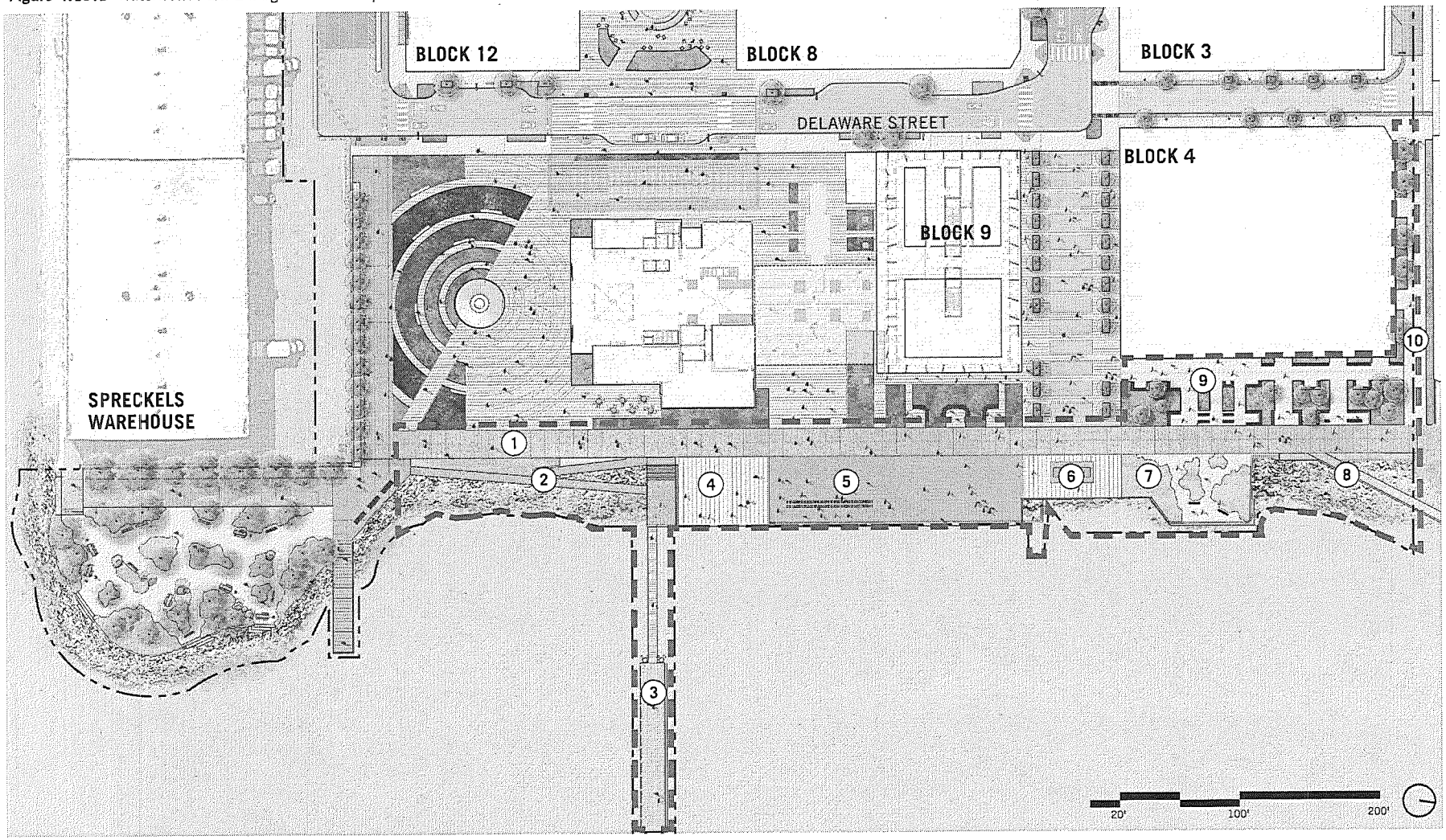
CONSIDERATIONS

4.19.8 Recreational Dock
The Project Sponsor may construct a recreational dock in the location shown on the Waterfront Park plan (Figure 4.16.1).

4.19.9 Bay Overlook Terrace Paving
Bay overlook terrace paving should be special paving that contrasts with and complements Blue Greenway paving. Durable hardwood decking, unit pavers, and/or concrete with special finish and score patterns should be considered. If wood decking is used, special consideration should be given to using woods and finishes that can withstand maritime shoreline conditions and heavy pedestrian traffic.

*See Sections 4.20 through 4.24 for detailed standards and guidelines for The Point, Stack Plaza, Unit 3 Entry Plaza and passenger loading, Turbine Plaza, and Humboldt Street Plaza.

Figure 4.19.1 Waterfront Park Enlargement Concept Plan



WATERFRONT PARK

Concept Plan

1. Blue Greenway
2. Recreational Dock Access Path
3. Potential Recreational Dock
4. Bay Overlook Terrace at Unit 3
5. Multi-Purpose Lawn
6. Bay Overlook Terrace at Humboldt Street Plaza
7. Bay Shore Planting
8. Path to Pier 70 Shoreline Path
9. Outdoor Food Service Area
10. Craig Lane Paseo

Waterfront Park Boundary

4.20 The Point

Situated apart from the more social uses associated with Block 9, the Point will be a quieter place of natural planted areas, informal discovery play, and casual seating and picnicking. A Bay overlook, built upon the existing footprint of a decommissioned power plant intake structure, will allow visitors to walk out over the Bay and take advantage of the panoramic views of the East Bay, South Bay, and Bay Bridge. The plan for the Point includes a section of Blue Greenway that will allow for the future connection of the Blue Greenway system from the Power Station waterfront to Warm Water Cove around the east and south sides of the existing Spreckels Warehouse to the south of the project site. The Point may also include public art and/or elements of an interpretive program, such as interpretive exhibits.

STANDARDS

4.20.1 Circulation
A Pedestrian Throughway shall be established through the Point open space, including an accessible path of travel to each amenity in this area.

4.20.2 Blue Greenway Extension
A minimum 20-foot-wide section of the Blue Greenway shall be integrated into the design of the Point along its western edge. A planted buffer having a minimum width of 8 feet shall be maintained between the Point's western property line and the future Blue Greenway extension behind the Spreckels Warehouse and connecting to Warm Water Cove.

4.20.3 Amenities
The following amenities shall be provided within the Point: picnic areas with picnic tables and benches, discovery play features, seating, lighting, outdoor grills, and waste receptacles. The amenities and features shown in figure 4.20.1 are permitted at The Point.

4.20.4 Program
Temporary programs and activities shall be permitted to occur on the Point, subject to Exhibit L-2 of the Development Agreement.

4.20.5 Planting
Tree, shrub, and groundcover planting shall adhere to the general standards and guidelines set forth in Sections 4.5, 4.6, and 4.7.

GUIDELINES

4.20.6 Materials
Natural paving materials such as crushed stone, stabilized crushed stone, and bark mulch should be selected to enhance the natural aesthetic of this area. Select accessible materials to allow wheelchair access to at least one instance of each amenity type listed in 4.20.3.

4.20.7 Furnishing
See Section 4.9 for standards and guidelines. The look and feel of furnishing in this area should fit with the theme of a natural shoreline environment. Durable hardwood, cast-in place concrete, or precast concrete are preferred furnishing materials. Locate seating near natural play area. Permanent grills are allowed.

4.20.8 Lighting
See Section 7 for standards and guidelines. Maintain minimum light levels for safety at primary amenity areas. Shoreline planted areas should be kept free of lighting.

4.20.9 Discovery Play Area
Site elements that allow for informal play and discovery should be integrated in the design of the park. Elements such as boulders, reclaimed logs, and stumps are examples of site elements that could be considered "discovery play" elements. Salvaged materials and artifacts from the site may be incorporated into this area if feasible and safe for public use.

4.20.10 Bay Overlook at 23rd Street: Paving
The paving, railings, and other features of this overlook should be integrated in the overall design theme of a natural shoreline environment. Durable hardwood decking, unit pavers, and/or concrete with special finish and score patterns should be considered. If wood decking is used, special consideration should be given to using woods and finishes that can withstand maritime shoreline conditions and heavy pedestrian traffic.

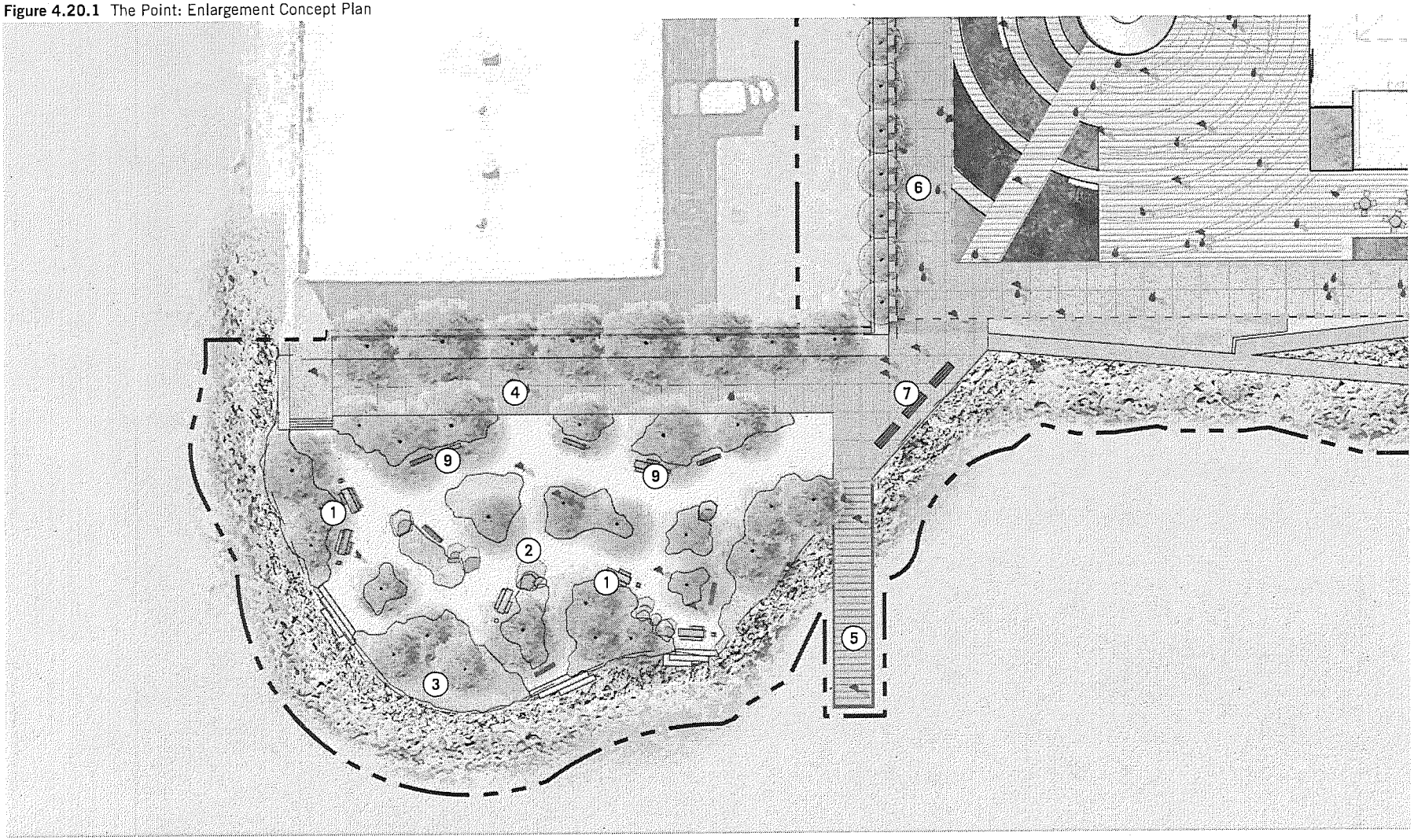
CONSIDERATIONS

4.20.11 Furnishing
Consider shaded seating within the Point.

4.20.12 Bay Overlook at 23rd Street
A Bay overlook should be designed in the area of the existing intake structure at the end of 23rd Street providing access to the Bay edge, if the existing structure is found to be structurally adequate. If the existing structure is not structurally adequate to support a Bay overlook, the existing intake structure may not be incorporated into the design.

4.20.13 Transition Between 23rd Street and The Point
The Point should incorporate a clear and graceful transition between the natural character of the Point and the more industrial, urban character of Stack Plaza and the Blue Greenway to the north.

Figure 4.20.1 The Point: Enlargement Concept Plan



THE POINT

Conceptual Informal Open Space for Picnicking and Nature Discovery

1. Picnic Area
2. Discovery Natural Area and Informal Play
3. Bay Shore Planting Area
4. Blue Greenway Extension
5. Potential Bay Overlook at 23rd Street
6. Blue Greenway
7. Seating

EVA Access

The Point

Figure 4.20.2 The Point: Bird's-eye Concept View Looking North

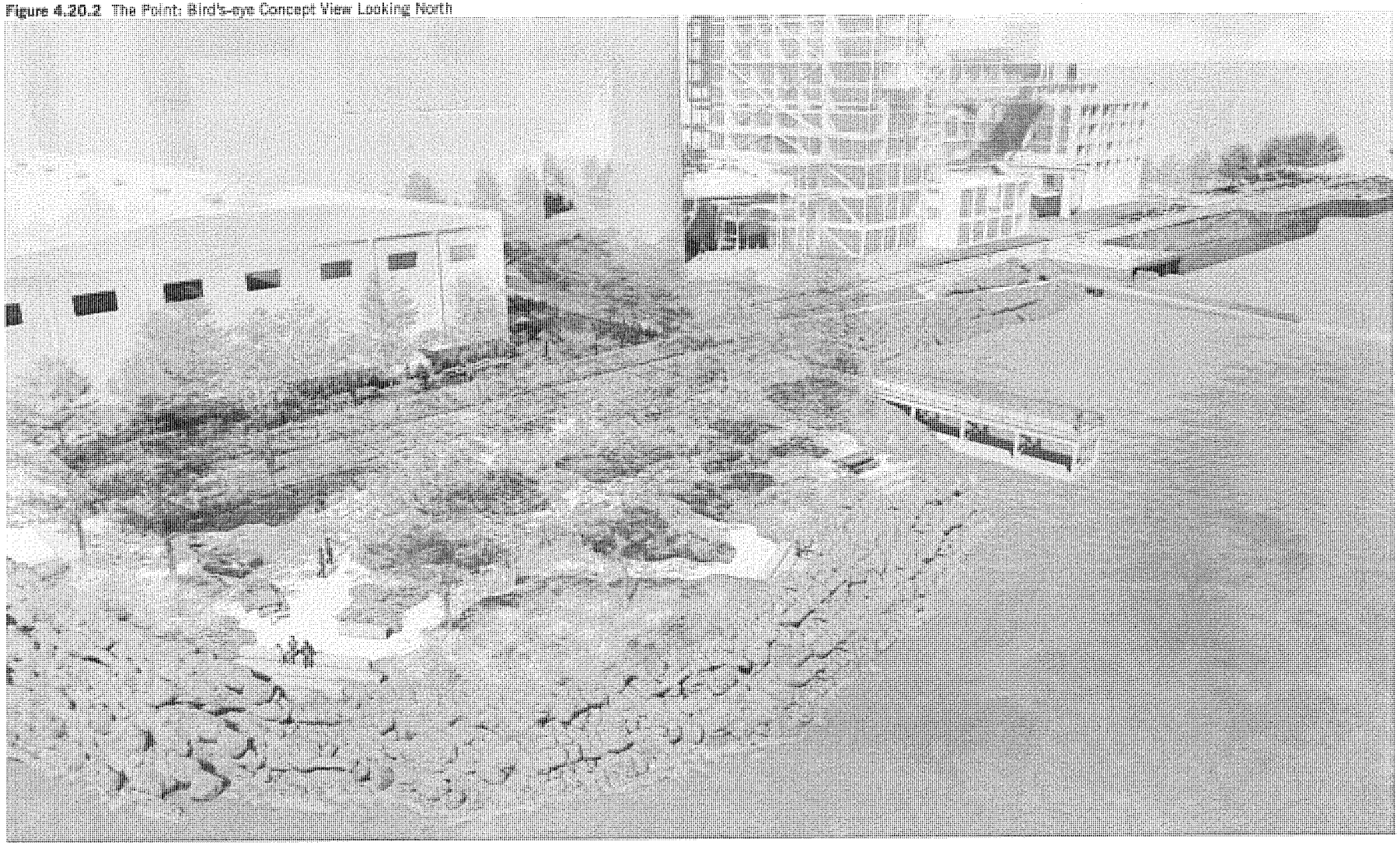
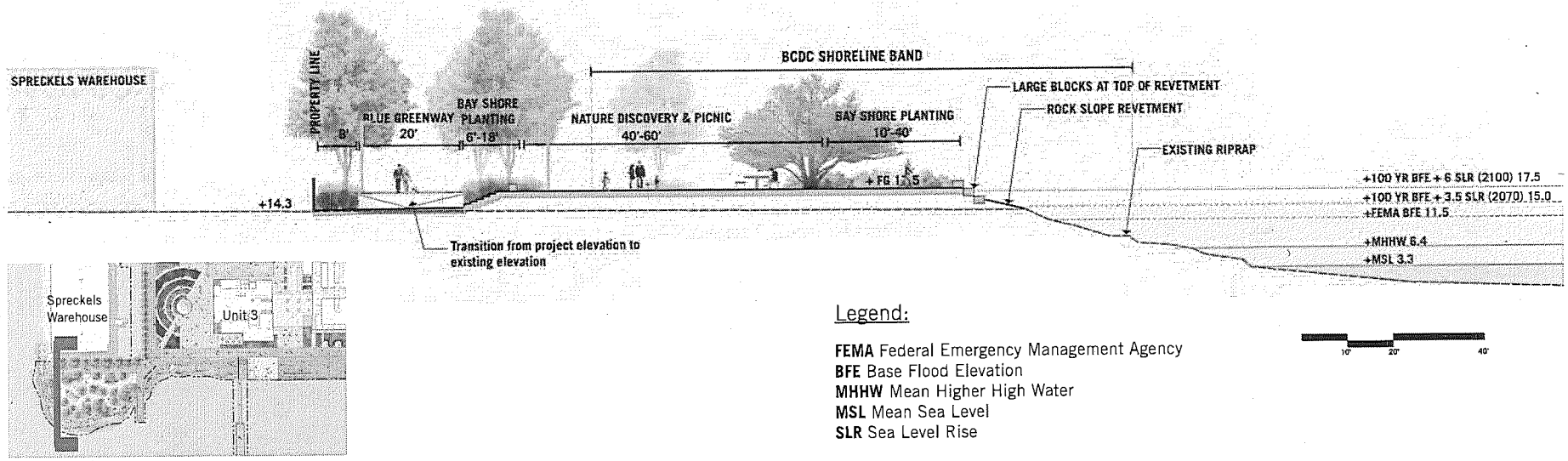


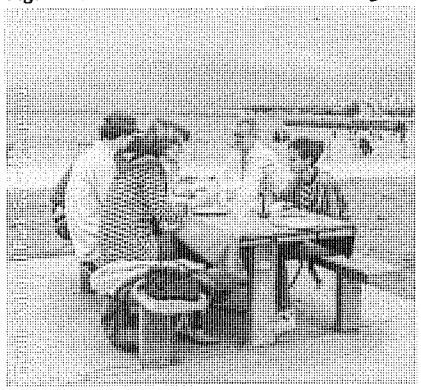
Figure 4.20.3 The Point: Concept Section Looking North



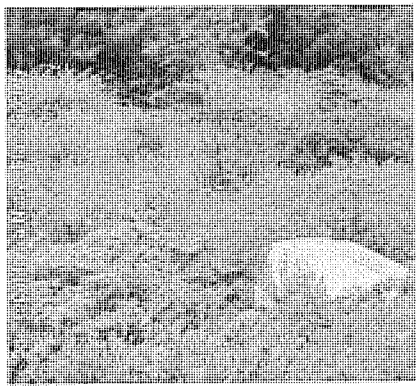
Legend:

FEMA Federal Emergency Management Agency
BFE Base Flood Elevation
MHHW Mean Higher High Water
MSL Mean Sea Level
SLR Sea Level Rise

Figure 4.20.4 The Point: Precedent Images



Picnic area.



Bay shore planting area.

Paths and seating in natural setting.

Discovery natural area and informal play.

4.21 Stack Plaza

The Stack is the Power Station's most monumental feature, an icon in the neighborhood visible from many vantage points throughout the city. Stack Plaza is, accordingly, the signature public space of the Power Station. It will be an accessible, compelling civic space that provides a sense of arrival and encourages visitors to linger, gather, and appreciate the Stack in all of its roles—as a monument, a marker of the site's industrial past, and a focal point along San Francisco's Central Waterfront.

The Stack will remain as a visual landmark that orients visitors and recalls the site's history as a power plant, but it shall also assume new life as a place for art, social space, or unique cafe or bar. The plaza design shall remain free of elements that visually compete with or detract from the singular presence of the Stack. Physical and conceptual connections between the Stack and Unit 3 shall be reinforced through paving and pedestrian circulation design. This publicly accessible open space will anchor the southern end of the Blue Greenway, providing pedestrian connections from the waterfront to the land side of the neighborhood via Delaware Street and 23rd Street.

STANDARDS

4.21.1 Bicycle Circulation

A bicycle connection shall be established between the southern end of the Blue Greenway and 23rd Street. Bicycle wayfinding and signage shall indicate these routes.

4.21.2 Pedestrian Circulation

A Pedestrian Throughway shall be established between the southern end of the Blue Greenway and 23rd Street, at the southern edge of the Stack Plaza, through the center of this open space, and along the southern edge of Block 9 with Unit 3. Pedestrian access to and around the base of the Stack shall be provided. Plaza design shall allow for multiple paths and vantage points from which to experience the scale and presence of the Stack. Pedestrian access between the Stack and the building on Block 9 shall be accommodated. Paved paths shall allow pedestrian access through garden spaces.

4.21.3 Planting

Tree, shrub, and groundcover planting shall adhere to the general standards and guidelines set forth in Sections 4.6 and 4.7. No more than one-third of the area within 45 feet of the Stack shall be planted.

4.21.4 Amenities

The following amenities shall be provided within Stack Plaza: seating, lighting, open plaza space, planted areas, bicycle parking, and waste receptacles. Movable outdoor seating and tables to serve a café or bar within the Stack may be provided. The amenities and features shown in figure 4.21.2 are permitted in Stack Plaza.

4.21.5 Paving

Paving and hardscape elements shall incorporate industrial elements and materials into the design. Design elements shall use simple geometric forms, regular or repeating paving patterns, and utilitarian materials such as simple masonry pavers or salvaged masonry units, if feasible and safe for public use. Surfaces shall not be designed with elaborately applied patterns. Any patterns shall be the pragmatic result of the use of unit pavers or concrete score joints.

GUIDELINES

4.21.6 Furnishing

See Section 4.9 for standards and guidelines. Furnishing should complement and be integrated into the overall plaza design. Removeable cafe tables and chairs are allowed.

4.21.7 Lighting

See Section 7 for standards and guidelines. Feature lighting for the Stack should be the focus of lighting design for this area. Artistic façade lighting and projected light displays are allowed.

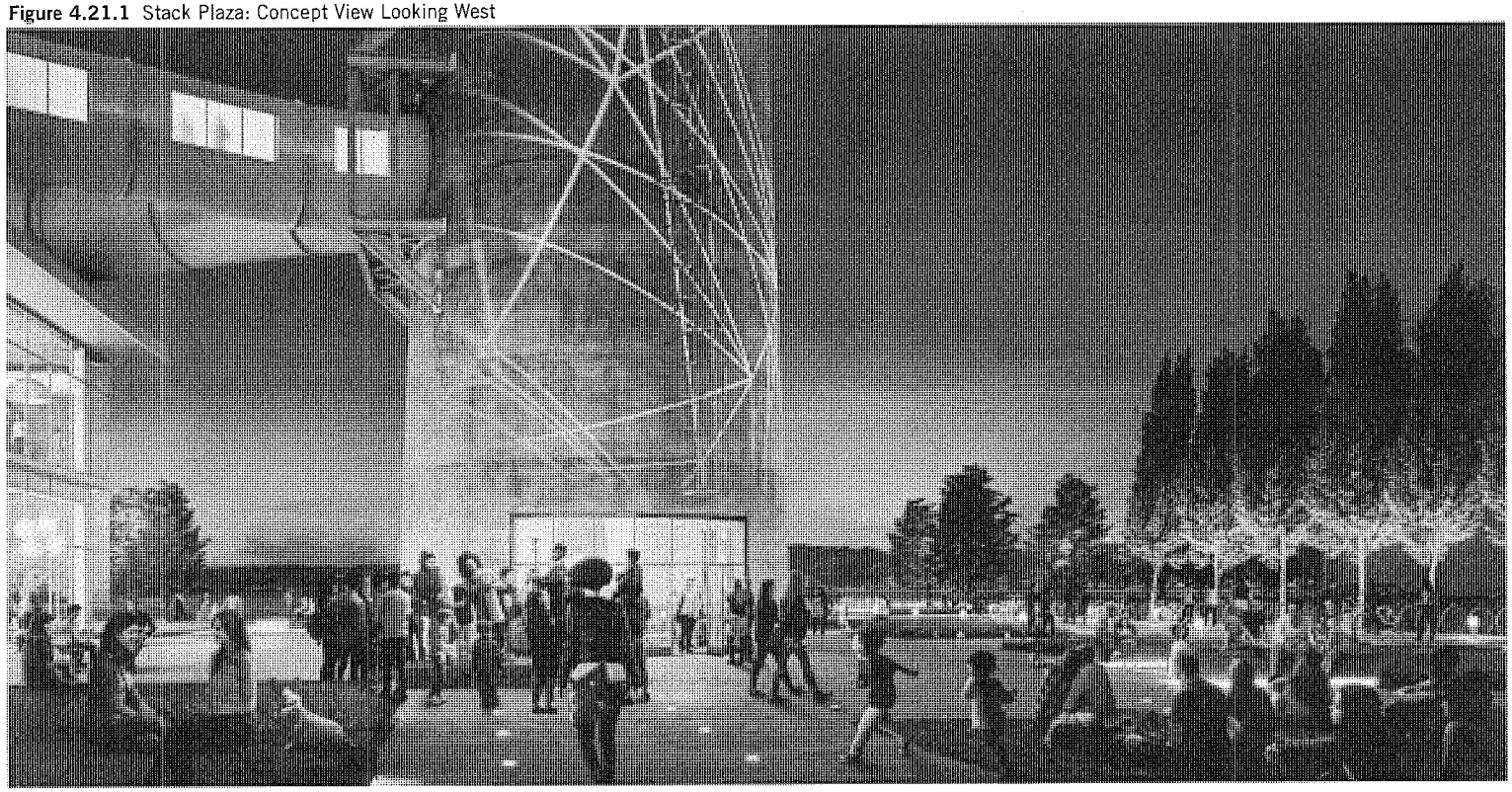
4.21.8 Program

Stack Plaza should be primarily a civic space for passive recreation and socializing, with minimal fixed or temporary program elements.

4.21.9 Connection to Spreckels Warehouse

If the eastern Spreckels Warehouse changes tenants and uses, the tree row (see Consideration 4.21.10) should be modified and coordinated with a re-design of the driveway and truck loading area to create stronger visual and physical connections between Stack Plaza and the eastern Spreckels Warehouse.

Figure 4.21.1 Stack Plaza: Concept View Looking West



CONSIDERATIONS

4.21.10 Visual Buffer

A row of trees, mural wall, decorative fence, or other visual buffer should be installed along the southern edge of the site, between Stack Plaza and the eastern Spreckels Warehouse. Tree planting must adhere to the terms of the existing utility easement.

4.21.11 Stormwater Management

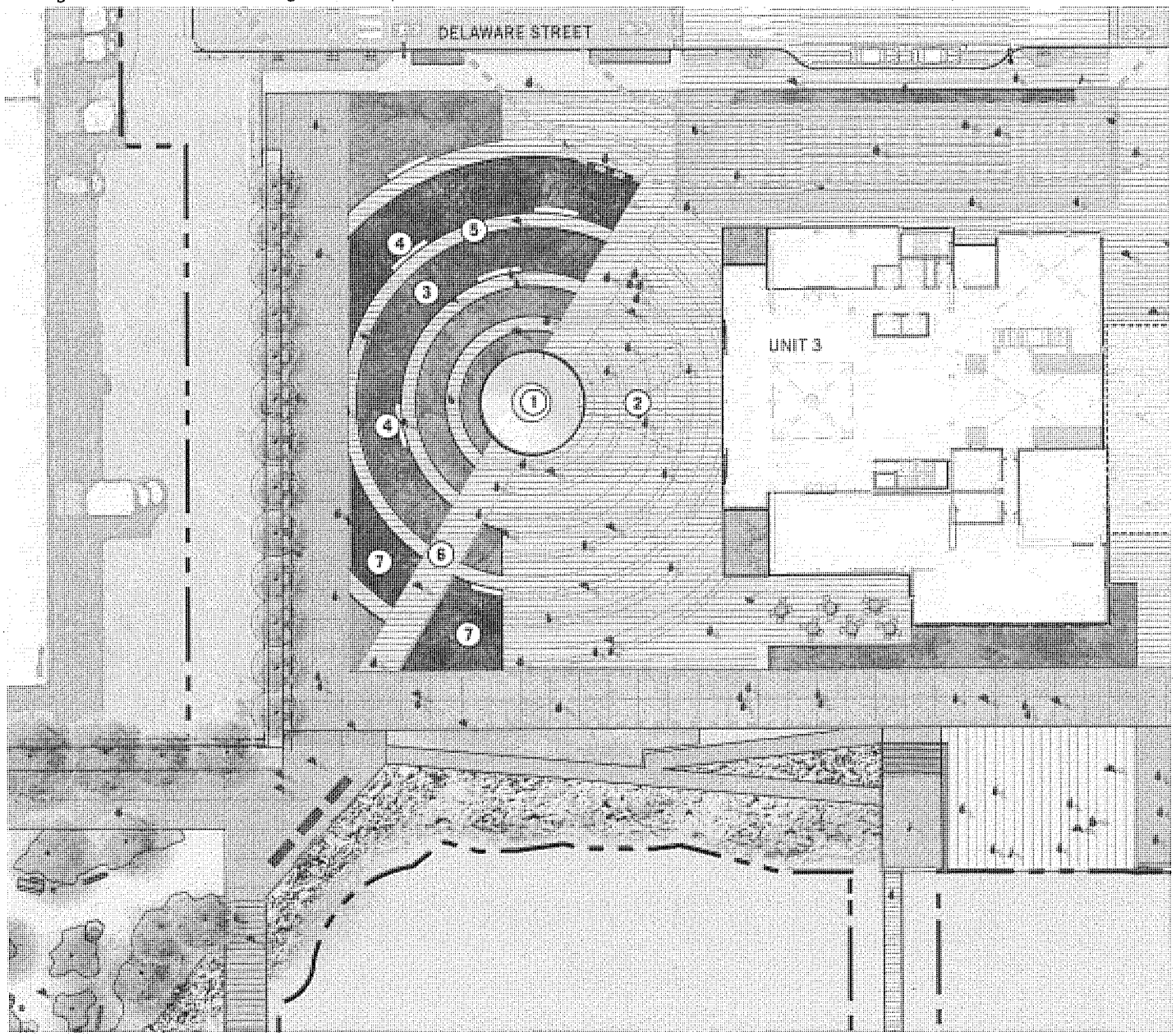
Stack Plaza should accommodate the need for stormwater management as an integrated design element. Consider integrating stormwater management gardens into site interpretation strategies that mark the transition from industrial infrastructure to green infrastructure. See Section 4.7 for general planting standards and guidelines for stormwater management areas. Refer to Figures 4.7.2 and 4.7.3 for examples of integrated stormwater management design and a suggested stormwater management plant palette.

4.21.12 Program

A bar or café within the Stack should be considered. Outdoor seating associated with a bar or cafe is allowed. Stack Plaza should also be designed to accommodate temporary events, performances, and art exhibits, subject to Exhibit L-2 of the Development Agreement.

Stack Plaza

Figure 4.21.2 Stack Plaza: Enlargement Concept Plan



STACK PLAZA

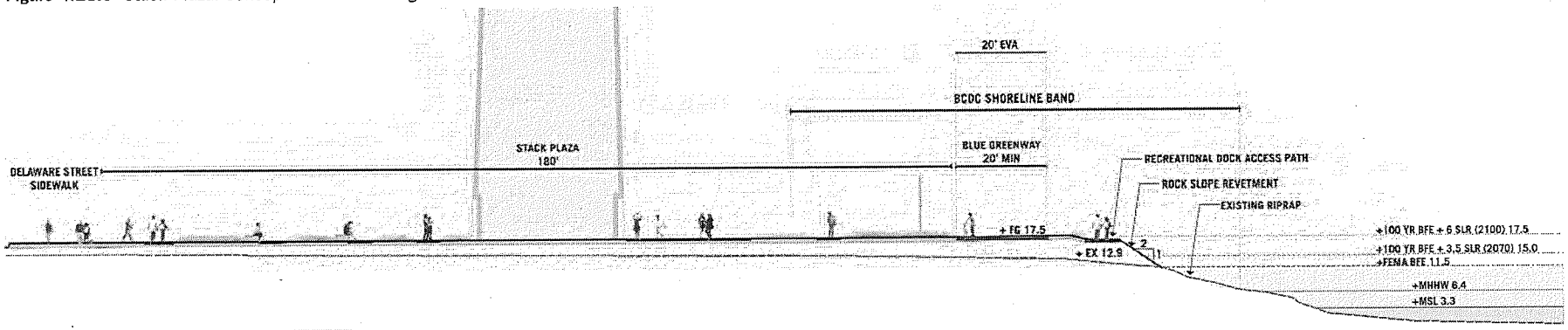
An Iconic Civic Space

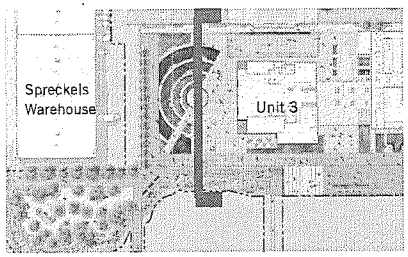
1. The Stack
2. Paved Plaza
3. Planting
4. Seating Area
5. Paved Garden Path
6. Primary Paved Path
7. Stormwater Treatment BMP Area

EVA Access

10' 20' 50'

Figure 4.21.3 Stack Plaza: Concept Section Looking North

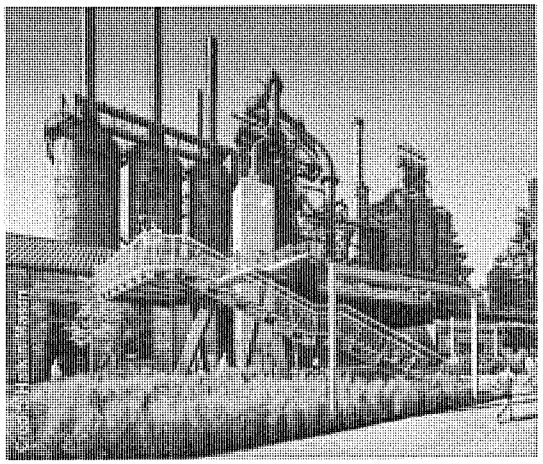




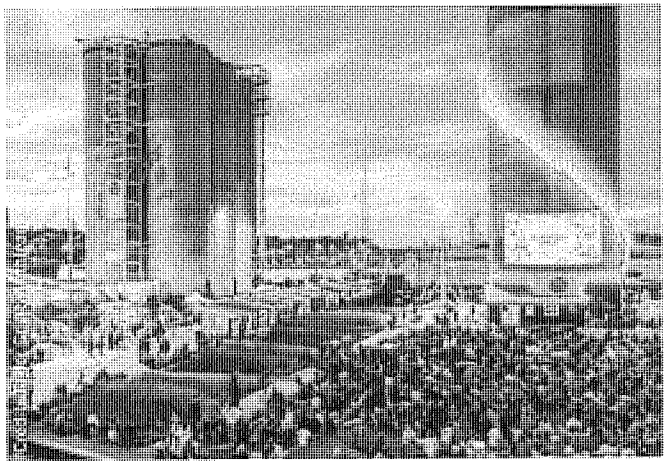
Legend:

FEMA Federal Emergency Management Agency
BFE Base Flood Elevation
MHHW Mean Higher High Water
MSL Mean Sea Level
SLR Sea Level Rise

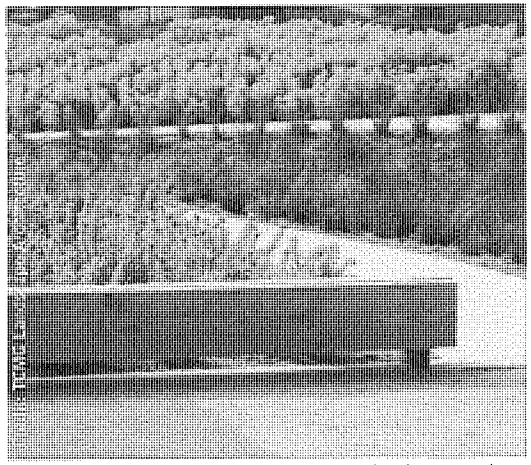
Figure 4.21.4 Precedent Images Illustrating Plaza Character and Potential Program



Post-industrial site with gardens and contemporary interventions.



Post-industrial site as civic gathering space.



Plant-based stormwater management garden integrated with public space design.

4.22 Block 9 Open Space: Turbine Plaza

Block 9 Open Space refers to open spaces adjacent to and surrounding the building on Block 9, including Turbine Plaza and the Unit 3 Entry Plaza. See Figure 4.22.2.

Turbine Plaza serves multiple functions. Not only does it serve as the visual and physical corridor to the waterfront for Block 9, the plaza is a flexible, sheltered, open space that can host functions and provide the potential for permanent or rotating public art and/or interpretive exhibits. Turbine Plaza is located adjacent to Unit 3 and within Block 9, and may be partially covered, as permitted within Block 9 (Section 6.13). While the plaza will be publicly accessible at most times of the day and year, the planned hotel use of the adjacent buildings will help formulate the uses and programming of this plaza. Portions of the plaza may be closed for private events in association with the operation of the building on Block 9. This plaza space shall be a primarily paved, flexible-use space, protected from wind and weather. A project-serving separated sanitary sewer pump station pump house may be located within Turbine Plaza.

STANDARDS

4.22.1 Pedestrian Circulation

A Pedestrian Throughway shall be established and maintained between the Blue Greenway and Delaware Street through this plaza, with appropriate paving, furniture, and other amenities to encourage pedestrian use. During daytime/business hours, the plaza will allow public passage in the east–west direction.

4.22.2 Amenities

The following amenities shall be provided within Turbine Plaza: lighting, open flexible-use plaza space, planted areas, bicycle parking, waste receptacles, and power sources for temporary events and performances.

4.22.3 Access

The portion of the plaza between Unit 3 and the building at Block 9 may be enclosed with architectural walls and a roof as further specified in Section 6.13.2. This enclosed plaza shall be publicly accessible at times when it is reasonable to expect substantial public use, and may be closed to the public during non-business hours or as required for the operation of the hotel.

GUIDELINES

4.22.4 Pump House

If a project-serving separated sanitary sewer pump station house is located within Turbine Plaza, it should be carefully designed and well-integrated with the open space.

4.22.5 Paving

Plaza paving should be enhanced concrete with interesting score patterns, unit pavers, or a combination of concrete and unit pavers. Paving should be selected to complement the adjacent paved areas and the character of the adjacent buildings. Coordinate paving materials and design with the Unit 3 Entry Plaza and Stack Plaza to maintain a sense of continuity. If the plaza is partially covered, paving design should be unified through the interior and exterior areas.

4.22.6 Furnishing

See Section 4.9 for standards and guidelines. Furnishing should complement and be integral to the plaza design.

4.22.7 Lighting

See Section 7 for standards and guidelines.

4.22.8 Program

This flexible-use plaza should be designed to accommodate temporary events, performances, and permanent or temporary art exhibits, subject to Exhibit L-2 of the Development Agreement. The programmatic elements shown in figure 4.22.2 are permitted in Turbine Plaza.

CONSIDERATIONS

4.22.9 Pump House

The existing Gate House structure may be moved and used to house the pump house.

4.22.10 Lighting

Feature lighting should highlight the salvaged overhead crane and other unique structures if they are retained. In-grade accent lighting may be used to highlight unique paving patterns. Public art should also be highlighted with feature lighting. Ample pedestrian lighting should be provided to ensure pedestrian comfort and safety.

4.22.11 Program

Permanent or temporary public art features are encouraged.

4.22.12 Furnishings

Fixed seating is encouraged, as is moveable seating, such as cafe tables and chairs.

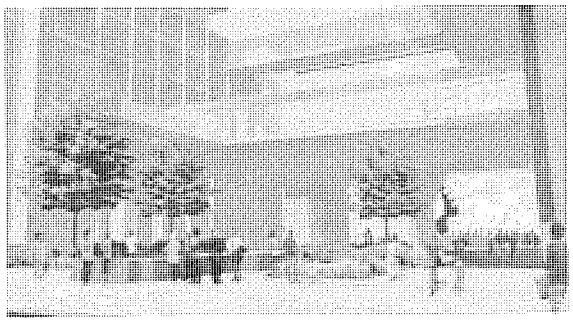
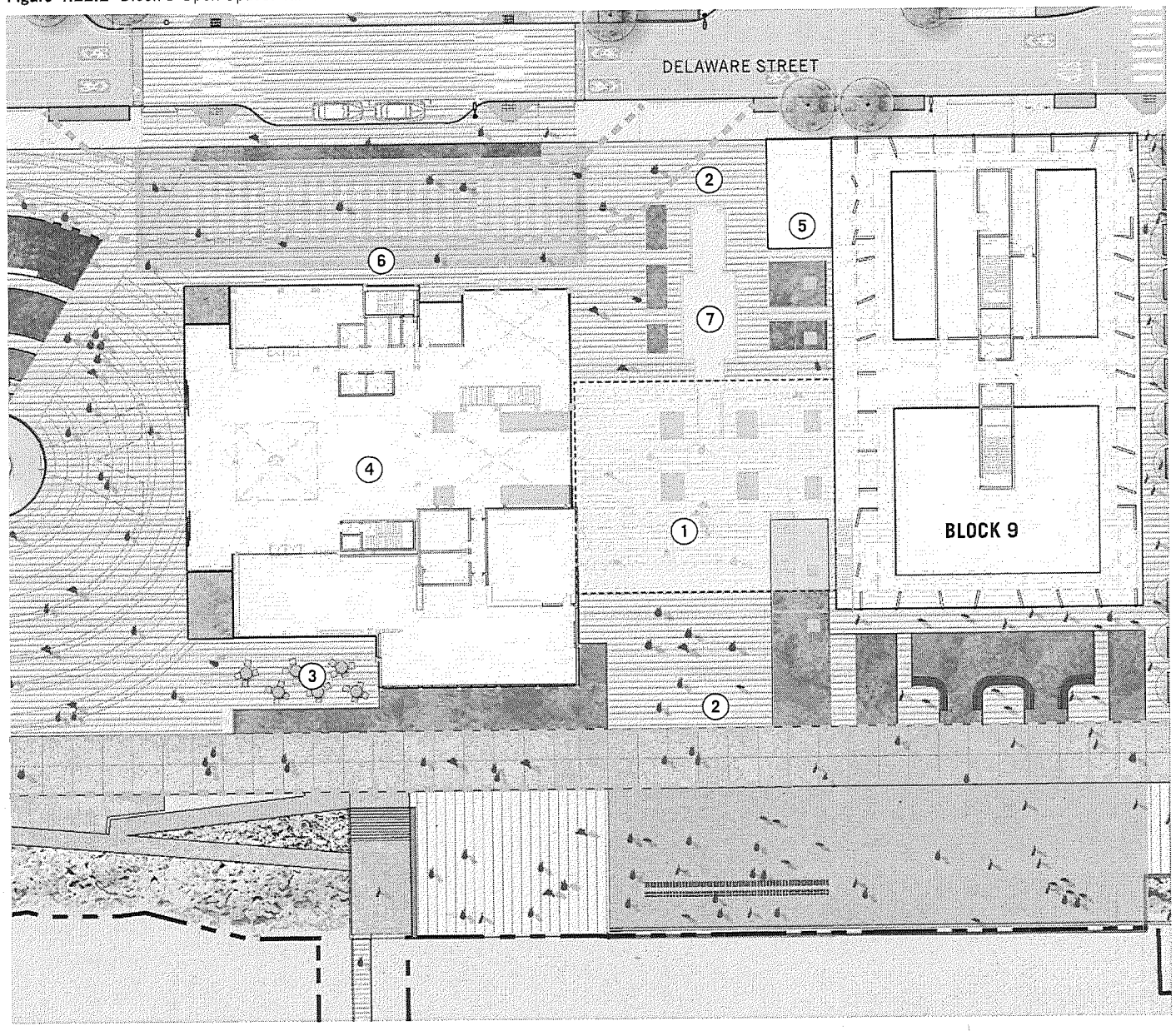


Figure 4.22.1 Turbine Plaza: Concept View East Through Craneway

Figure 4.22.2 Block 9 Open Space: Turbine Plaza



BLOCK 9 OPEN SPACE: TURBINE PLAZA

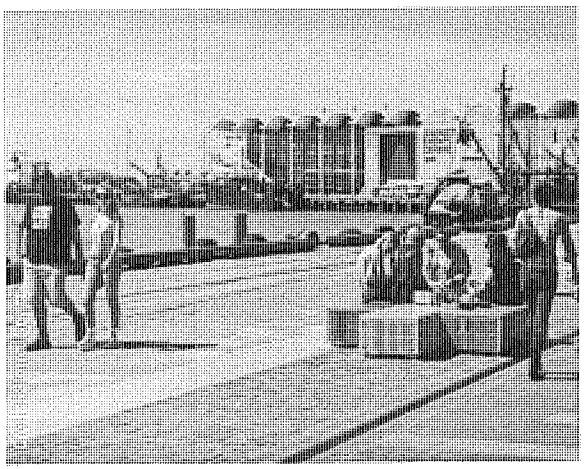
Event and Flexible-Use Plaza

1. Turbine Plaza
2. Exterior Public Plaza
3. Outdoor Food Service and Public Seating
4. Unit 3
5. Potential Pump House Location
6. Unit 3 Entry Plaza, Passenger Drop-off and EVA Lane. (See Section 4.23)
7. Potential Re-use of Turbine Housing as Water Feature

EVA Access

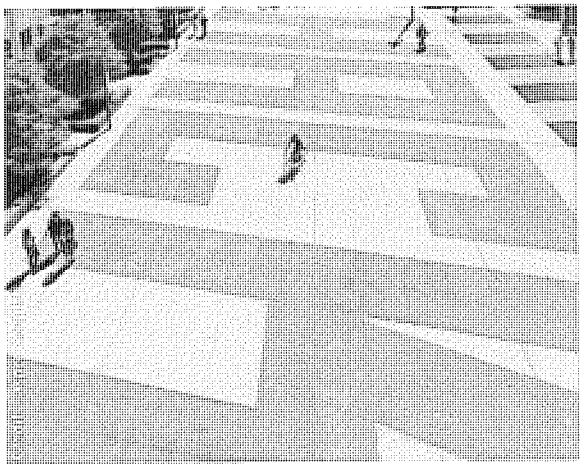
10' 20' 50'

Figure 4.22.3 Turbine Plaza: Precedent Images



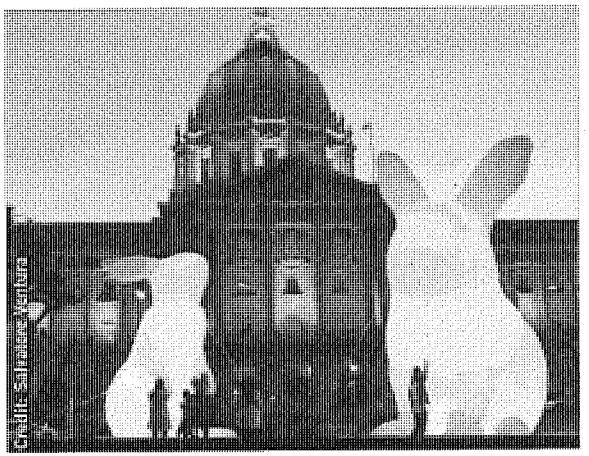
Bold paving In keeping with industrial waterfront.

In-grade lighting reinforcing bold paving pattern.

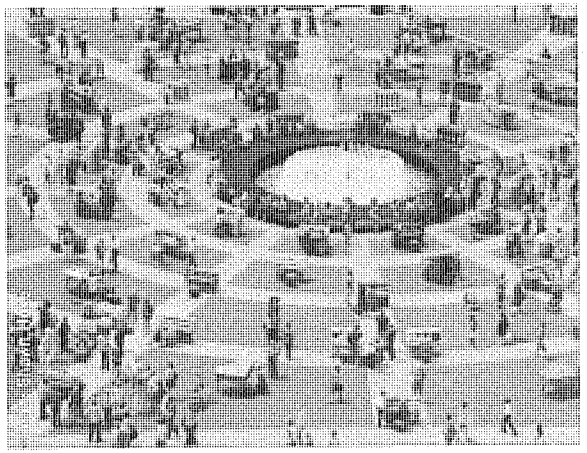


Bold paving pattern.

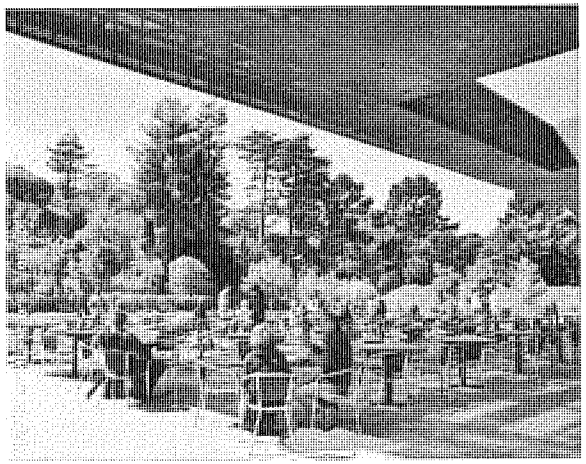
Public art plaza.



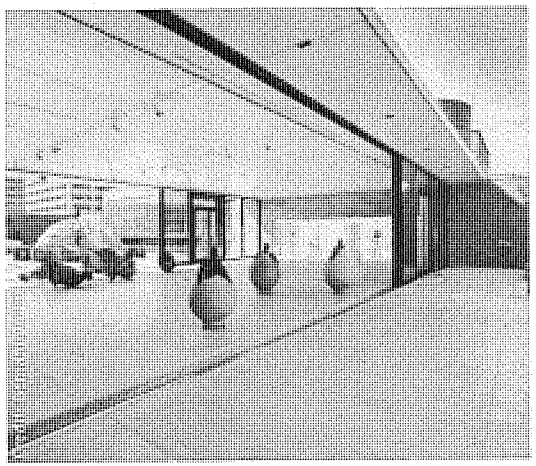
Temporary public art installation.



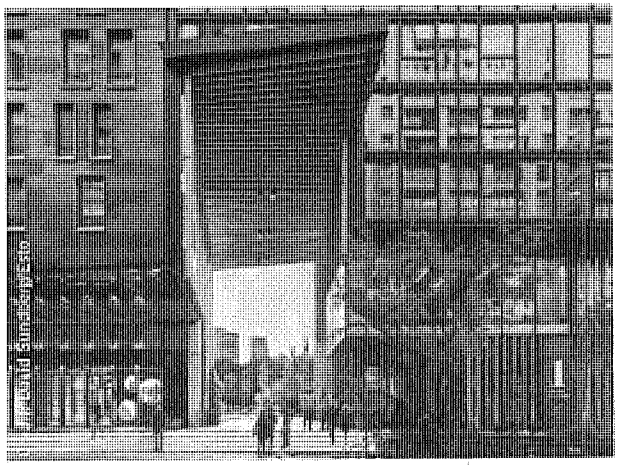
Interactive public art installation.



Sheltered public space.



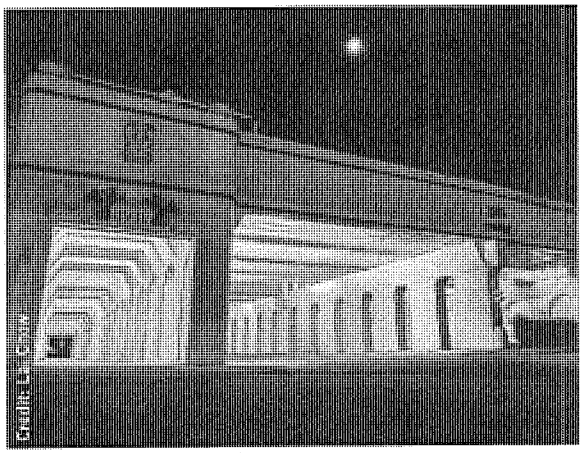
Inside–outside openness and permeability.



Public passage through hotel.

Event space.

Interior art and light installation.



Feature architectural lighting.

4.23 Block 9 Open Space: Unit 3 Entry Plaza

Between Unit 3 and Delaware Street, the Unit 3 Entry Plaza will allow for passenger drop-off and required emergency vehicle access to Unit 3. The design of this plaza shall use a portion of Stack Plaza and prioritize the pedestrian experience while allowing for the practical function of passenger drop-off.

STANDARDS

4.23.1 Passenger Loading and Drop-off
An area devoted to off-street passenger loading and emergency vehicle access shall be permitted within the Unit 3 Entry Plaza as shown in Figure 4.23.1. The Entry Plaza shall include a minimum 10-foot pedestrian zone at Unit 3, a minimum 7-foot passenger loading zone, a 26-foot-clear emergency vehicle access lane, and a 5-foot paved or planted buffer at the back of sidewalk to clearly demarcate the pedestrian-only and vehicular areas of the plaza to ensure safety. The pedestrian zone shall be protected. Bollards are permitted to achieve pedestrian protection. See Figure 4.23.2 for a cross-section of the Unit 3 Entry Plaza.

The passenger loading and drop-off in the Unit 3 Entry Plaza shall be open for use by the public. Signage shall be installed indicating that the passenger loading area is available for public use and not exclusive to hotel patrons.

GUIDELINES

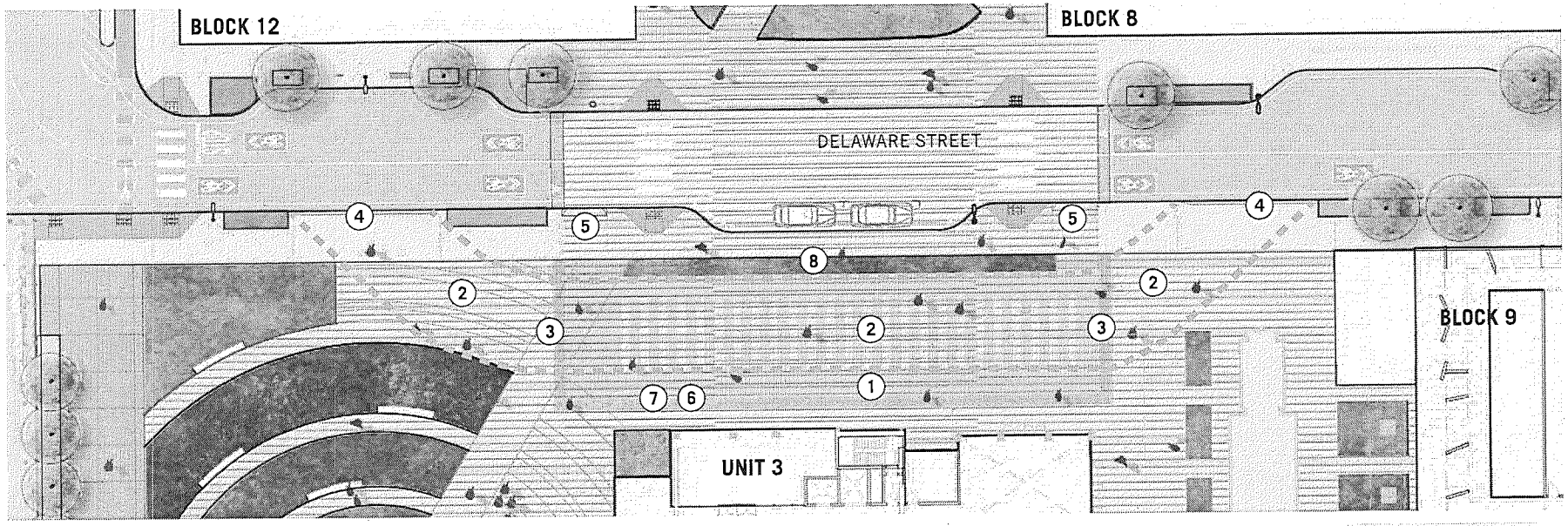
4.23.2 Paving
Plaza paving should be enhanced concrete with interesting score patterns, unit pavers, or a combination of concrete and unit pavers. Paving should be selected to complement the adjacent paved areas. Coordinate paving materials and design with Block 9 Open Space and Stack Plaza to maintain a sense of continuity. While paving of the entire area should be unified in material selection, paving patterns, textures, and variation should be used to distinguish pedestrian zones from vehicular. Ensure that unit pavers within EVA areas meet requirements for emergency vehicles.

4.23.3 Planting
Planting should be incorporated into the plaza design where feasible and within the requirements of the EVA lane.

CONSIDERATIONS

4.23.4 Paving
Vehicular-rated pervious pavers or standard pavers with compacted base should be considered for the EVA lane.

Figure 4.23.1 Block 9 Open Space: Unit 3 Entry Plaza

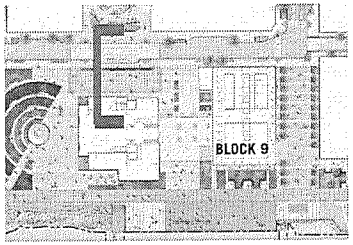


UNIT 3 ENTRY PLAZA

Loading and Fire Access

1. Passenger Loading
2. Fire Access Lane
3. Removable Bollards
4. Curb Cut for Fire Access
5. Curb Cut for Passenger Drop-off
6. Detectable Warning Pavers
7. Bollards
8. Planted Buffer

Aerial Ladder Fire Truck Access Lane



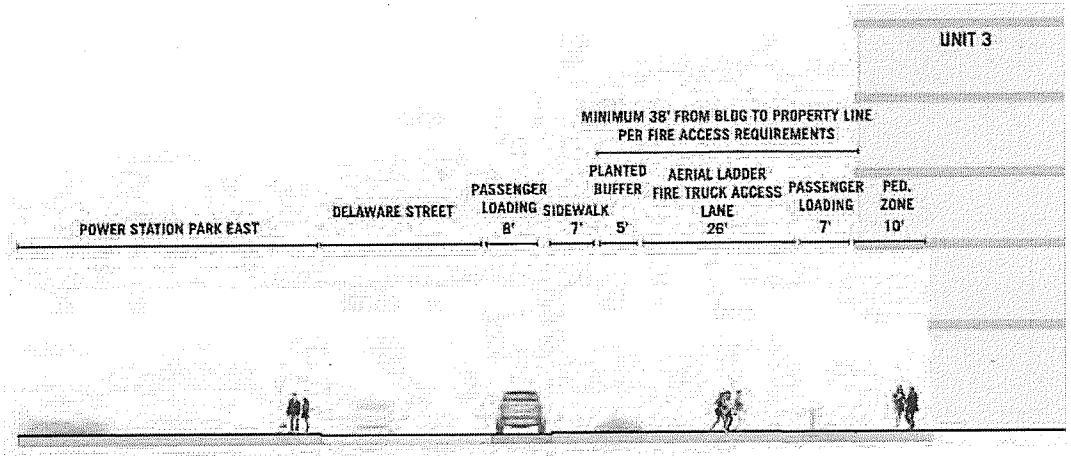


Figure 4.23.2 Unit 3 Passenger Entry Plaza: Concept Section Looking North

4.24 Humboldt Street Plaza

Humboldt Street Plaza is envisioned as an open and flexible space, primarily paved, with the ability to accommodate open air markets, performances, public art, and elements of an interpretive program, such as exhibits. The plaza will provide a car-free pedestrian connection between the terminus of Humboldt Street and the waterfront. Views of the Bay and the East Bay Hills will draw visitors from the surrounding neighborhood to the water.

STANDARDS

4.24.1 Pedestrian Circulation
Pedestrian Throughways shall be established and maintained between the Blue Greenway and Delaware Street through this plaza. The plaza will be open to the public. See Figure 4.24.2.

4.24.2 Emergency Vehicle Access / Circulation
26-foot clear width emergency vehicle access (EVA) shall extend between Blocks 4 and 9 from Delaware Street to the eastern edge of the building faces at Blocks 4 and 9. Paving shall be designed to accommodate the structural loading of emergency vehicles. See Figure 4.24.2.

4.24.3 Amenities
The following amenities shall be provided within Humboldt Street Plaza: seating, lighting, open flexible-use plaza space, planted areas, bicycle parking, waste receptacles, and power sources for temporary markets and performances. The amenities and features shown in figure 4.24.2 are permitted in Humboldt Street Plaza.

4.24.4 Program
This flexible-use plaza shall be designed to accommodate temporary events, performances, and art exhibits, subject to Exhibit L-2 of the Development Agreement.

4.24.5 Food and Drink Kiosks and Carts
See Table 4.15.1 Publicly Oriented Accessory Retail Uses in Open Spaces.

4.24.6 Fire Access in Open Space
Fire access to Block 4 and Block 9 shall be provided in Humboldt Plaza for maximum length of 150 feet, measured from the curb-cut or vehicular access point into the plaza. Open space fire access shall provide a minimum 26-foot-wide clear path of travel. See Figure 5.8.1 for fire access locations within open space.

GUIDELINES

4.24.7 Paving
Plaza paving should be enhanced concrete with interesting score patterns, unit pavers, or a combination of concrete and unit pavers. Paving should be selected to complement the adjacent paving of the Blue Greenway.

4.24.8 Furnishing
See Section 4.9 for standards and guidelines. Integrate fixed furnishing, constructed of durable materials such as concrete, hardwoods, steel, and/or cast iron, in plaza design. Moveable seating, such as café tables and chairs, is encouraged.

4.24.9 Lighting
See Section 7 for standards and guidelines. Lighting at Humboldt Street Plaza should balance safety with the need to keep light pollution to a minimum. Fixtures should reinforce the linear design of the plaza.

CONSIDERATIONS

4.24.10 Paving
Consider variation in paving texture and color across the plaza width, which may serve to visually reduce the scale of paving needed for EVA.

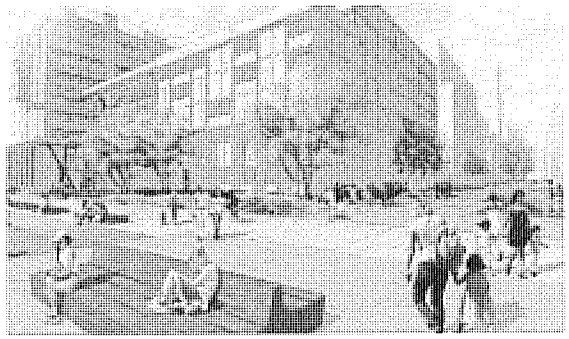
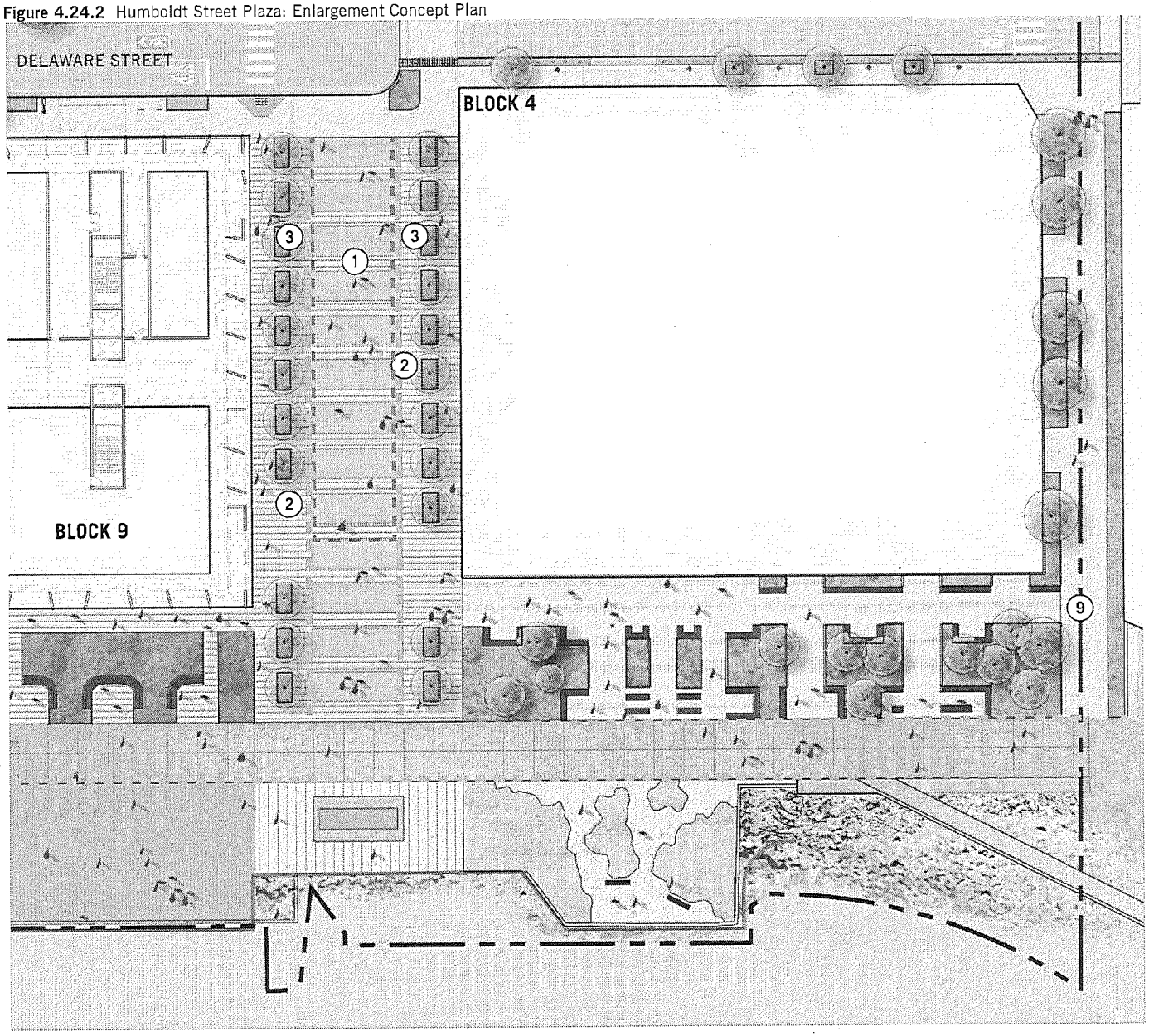


Figure 4.24.1 Concept View West towards Humboldt Street and Block 9 from the Bay Overlook at Humboldt Street Plaza

Figure 4.24.2 Humboldt Street Plaza: Enlargement Concept Plan



HUMBOLDT STREET PLAZA

Market and Event Plaza

1. Flexible-Use Plaza and 26-foot EVA Lane
2. Potential Market Stall/Event Tent Locations
3. Benches

EVA Lane

Aerial Ladder Fire Truck Access 150-ft. dead-end

10' 20' 50'

Humboldt Street Plaza

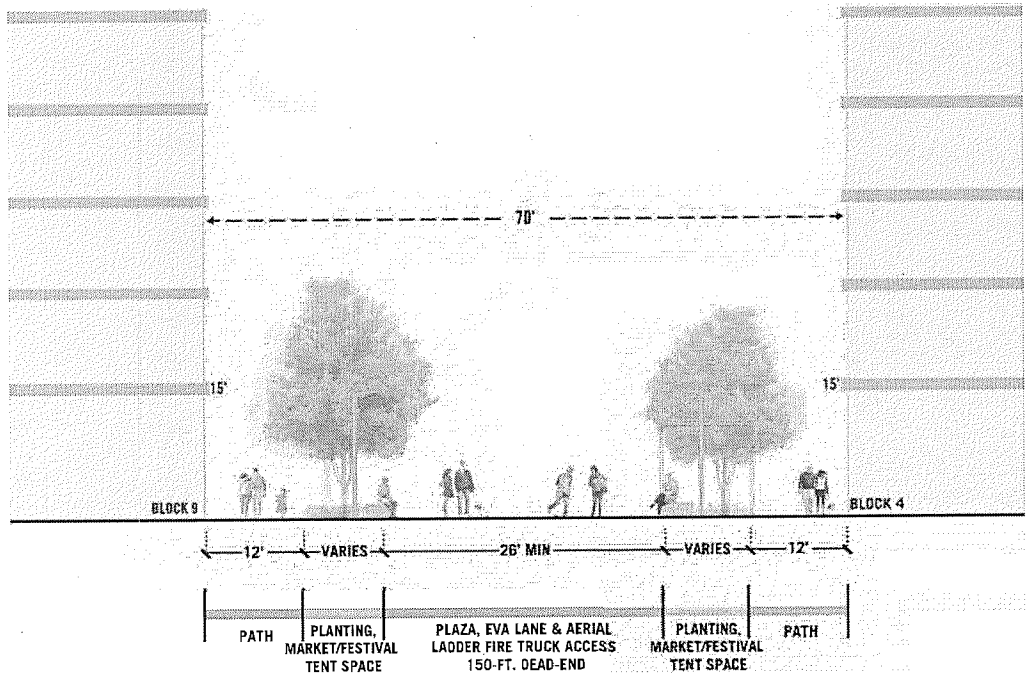


Figure 4.24.3 Humboldt Street Plaza: Concept Section Looking West

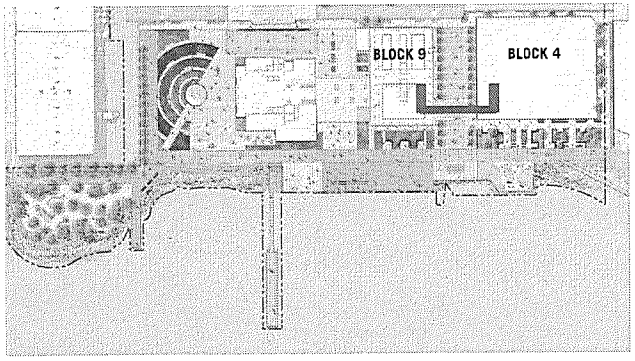
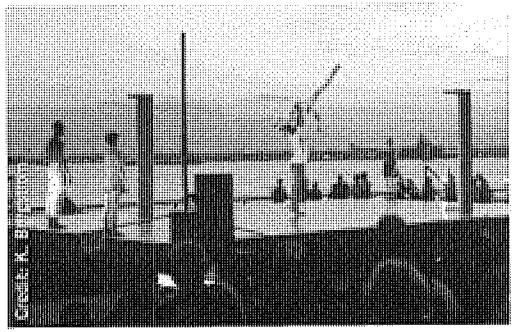
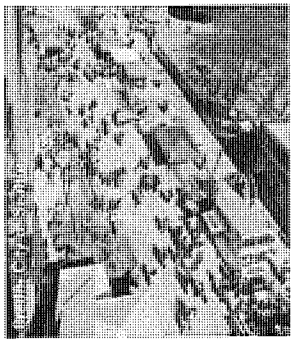


Figure 4.24.4 Humboldt Street Plaza: Precedent Images

Farmers' market.

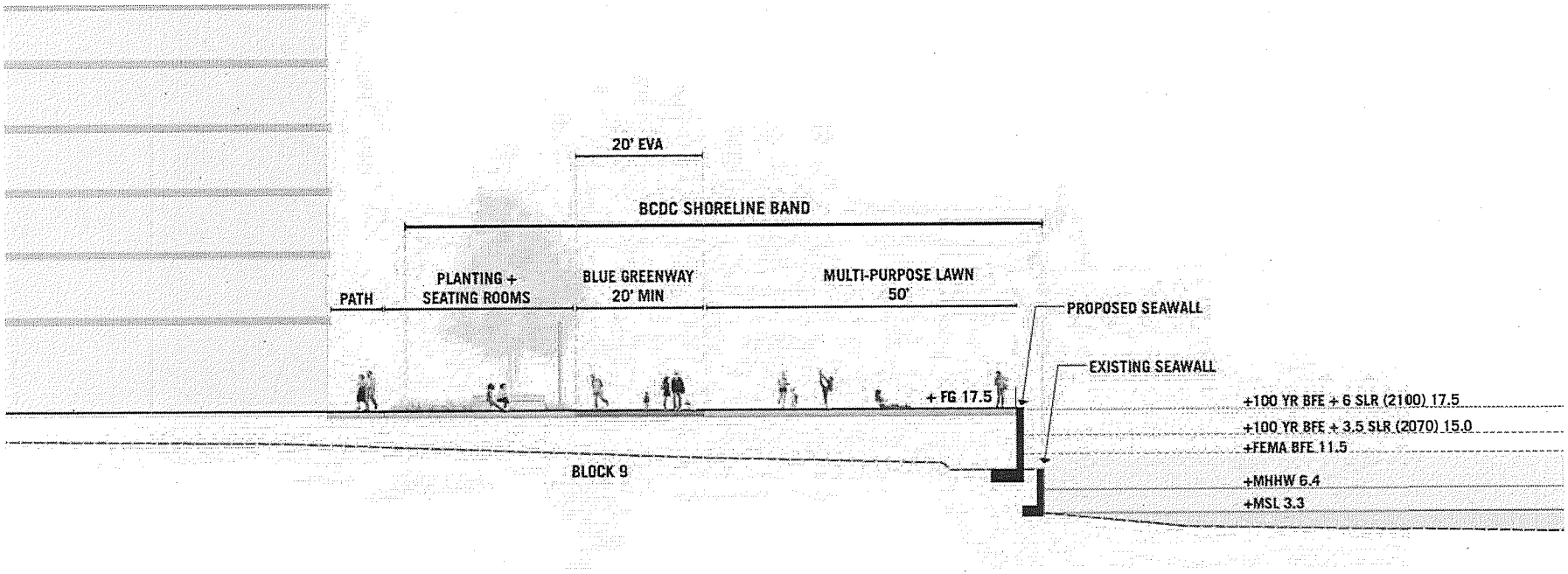


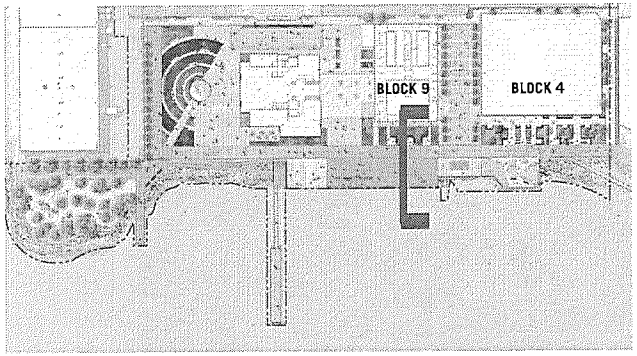
Outdoor performance.



Outdoor market.

Figure 4.24.5 Block 9 to Waterfront: Concept Section Looking North





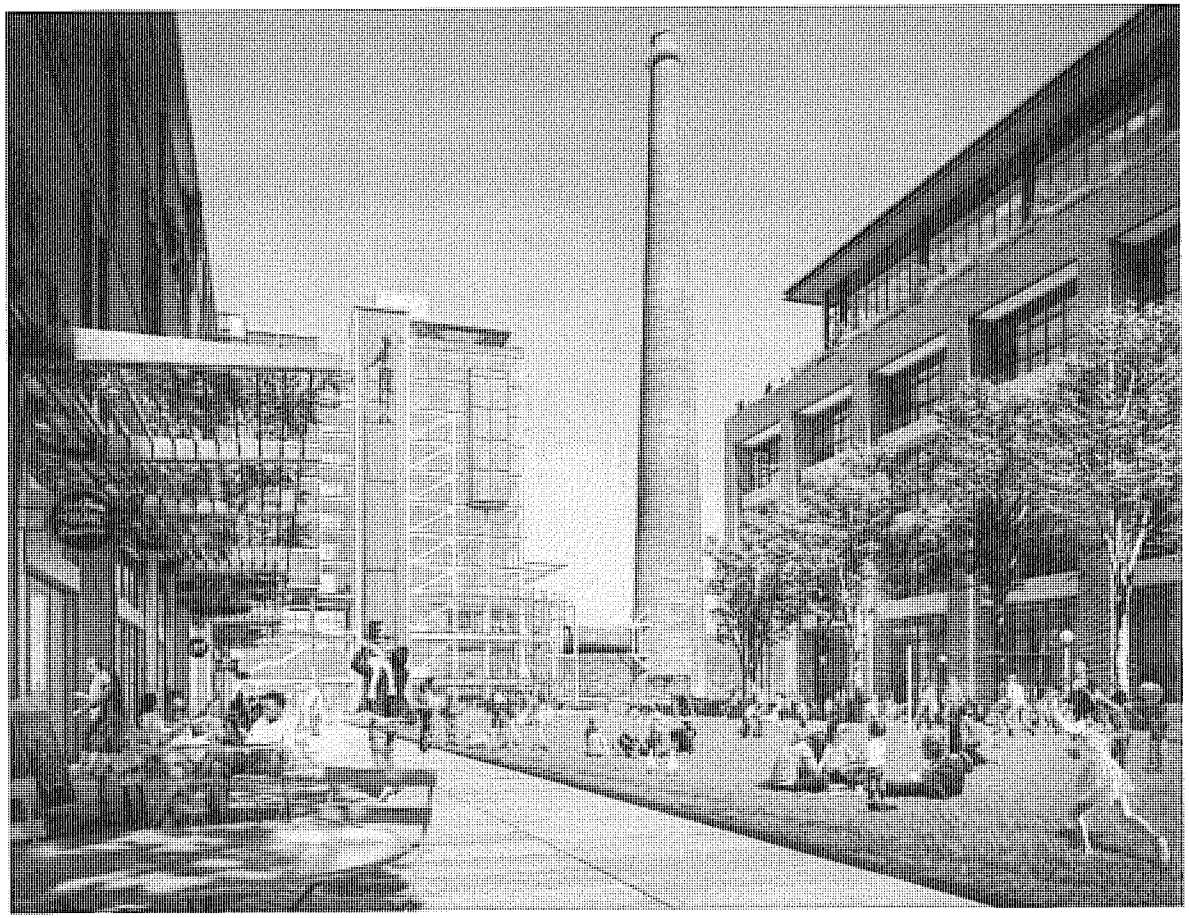
Legend:

FEMA Federal Emergency Management Agency
BFE Base Flood Elevation
MHHW Mean Higher High Water
MSL Mean Sea Level
SLR Sea Level Rise

4.25 Power Station Park and Louisiana Paseo Overview

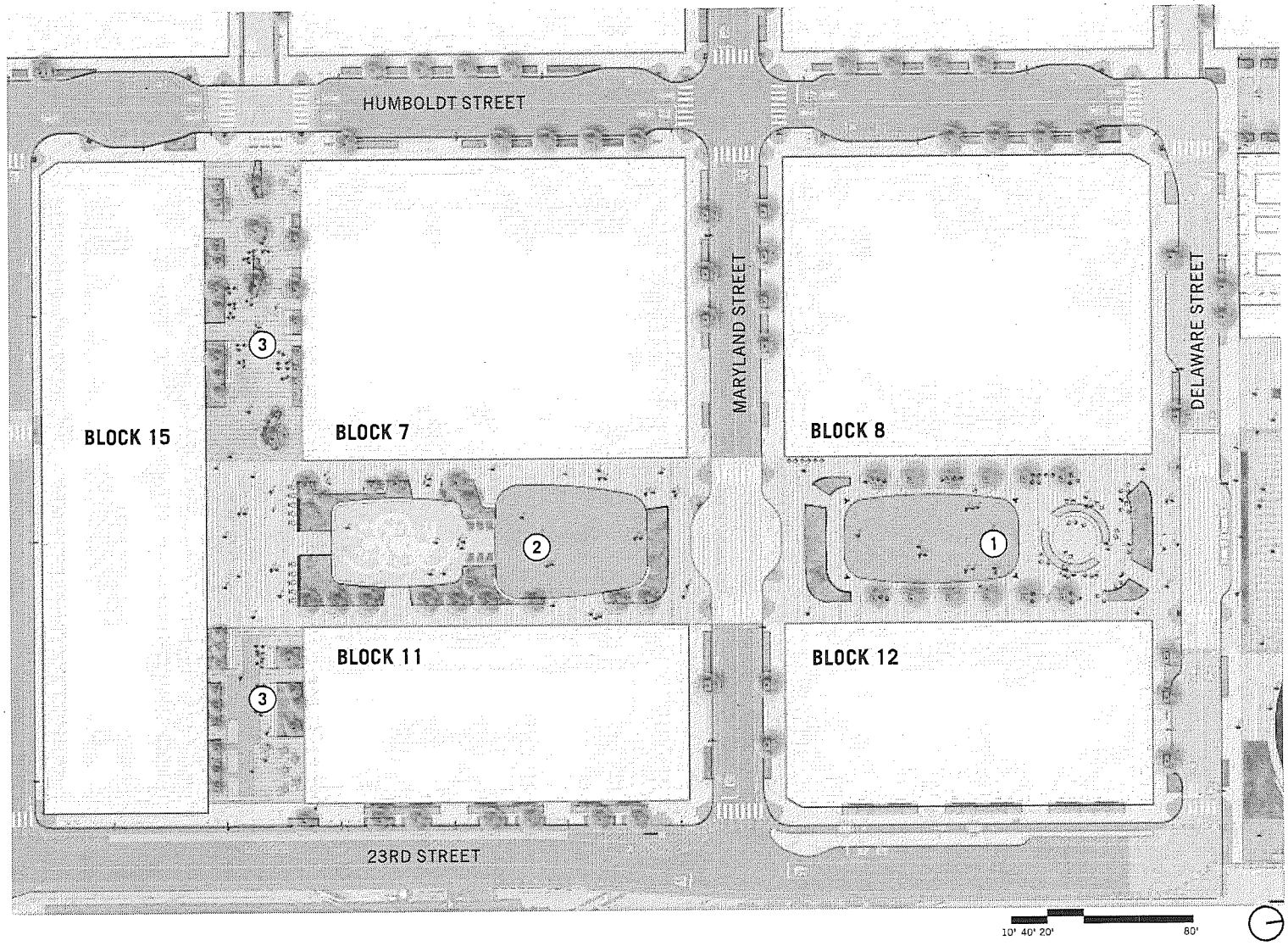
Located in the heart of the development, Power Station Park and Louisiana Paseo will provide Dogpatch and other local neighborhoods a rich array of active and passive recreational opportunities. Power Station Park will include opportunities for fitness, active and passive recreation, and casual social experiences. The two blocks of Power Station Park will be distinct from one another in their programming and site elements, but will be linked by common features and materials. Louisiana Paseo will provide flexible-use urban plaza spaces and car-free pedestrian areas connecting the neighborhood's retail and residential uses with the open space program.

All of these open spaces will be designed to allow for interaction with adjacent ground-floor uses of the adjacent buildings to create delightful, welcoming, and active public places.



View of Unit 3 and the Stack from Power Station Park West.

Figure 4.25.1 Power Station Park and Louisiana Paseo: Concept Plan Overview



POWER STATION PARK AND LOUISIANA PASEO

Concept plan overview

1. Power Station Park East
2. Power Station Park West
3. Louisiana Paseo

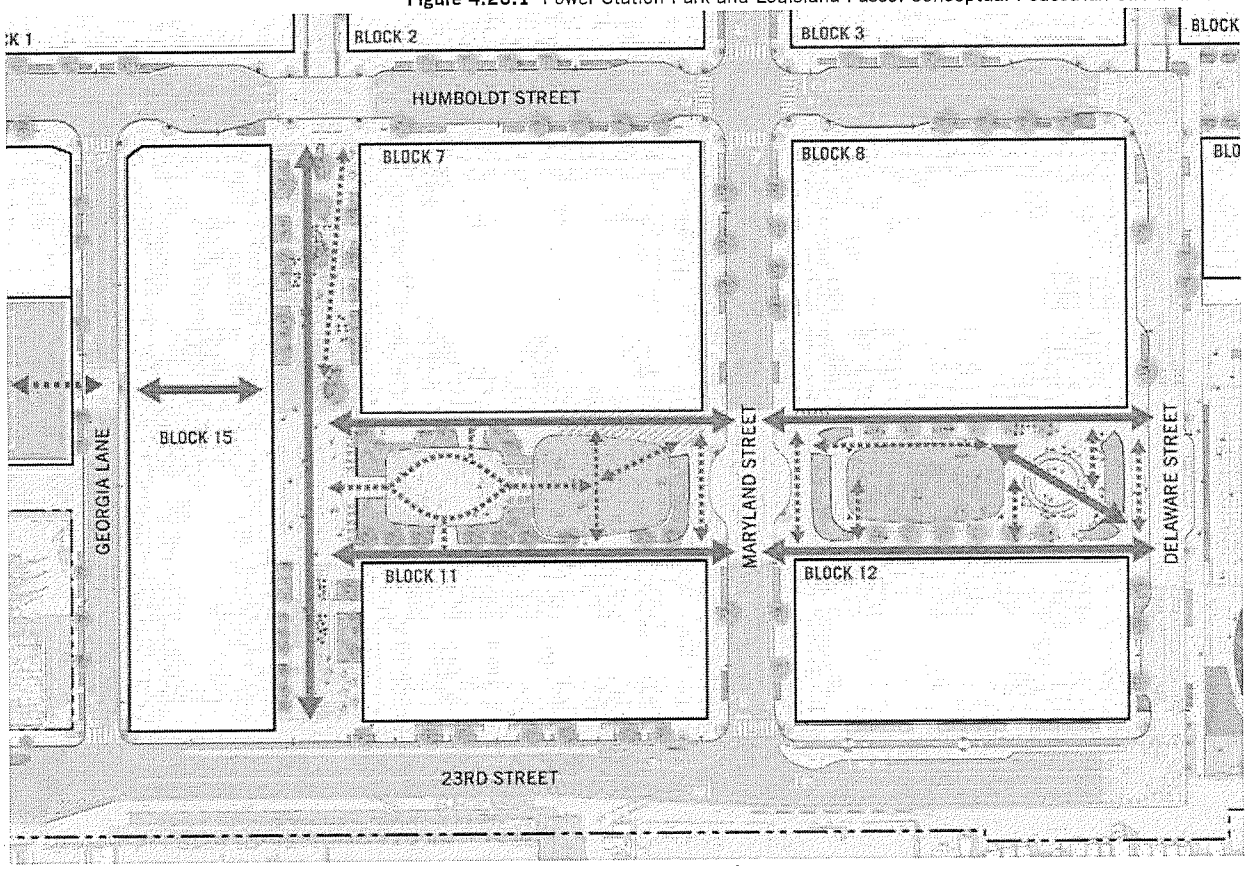
4.26 Power Station Park and Louisiana Paseo Overview: Pedestrian Circulation

STANDARDS

4.26.1 Circulation: Power Station Park
Power Station Park shall establish Pedestrian Throughways in the east–west direction, creating a clear connection between the core of the neighborhood, the Stack, and potentially Unit 3. The park's primary east–west pedestrian circulation will establish a clear, straightforward connection to Louisiana Street Paseo. In the north–south direction, an open and permeable design will allow free movement across the parks.

4.26.2 Circulation: Louisiana Paseo
Louisiana Paseo shall establish a Pedestrian Throughway in the north–south direction, creating a clear connection between Humboldt Street and 23rd Street.

Figure 4.26.1 Power Station Park and Louisiana Paseo: Conceptual Pedestrian Circulation



POWER STATION PARK AND LOUISIANA PASEO

Conceptual Pedestrian Circulation

- Primary Pedestrian: 10' W Minimum
- Secondary Pedestrian: 6' W Minimum
- Emergency Vehicle Access: 26' W Minimum
- Public Access to Rooftop Soccer Field (See Section 6: Buildings)

4.27 Power Station Park and Louisiana Paseo Overview: Program

STANDARDS

4.27.1 Program

The open space composed of Power Station Park and Louisiana Paseo shall establish recreational amenities that will include accommodation for youth soccer, play and fitness activities for all ages, public seating areas, open flexible spaces, and stormwater treatment gardens. Design and programming of these spaces shall be established in coordination with anticipated or established ground-floor uses of adjacent buildings. See Sections 4.28, 4.29, and 4.30 for more standards and guidelines for each open space.

4.27.2 Carts and Kiosk

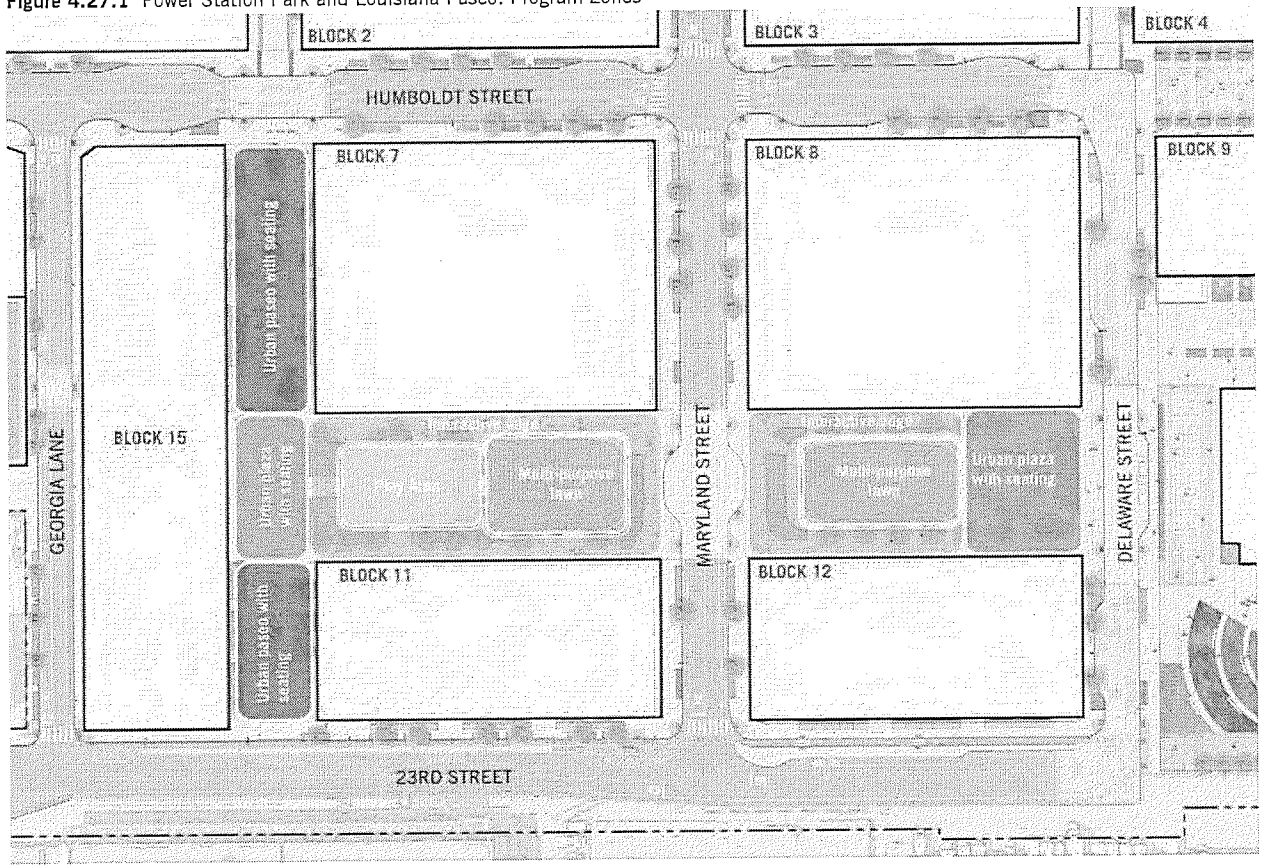
See Table 4.15.1 Publicly Oriented Accessory Retail Uses in Open Spaces.

CONSIDERATIONS

4.27.3 Thermal Energy Plant Piping Connection

The Project Sponsor may elect to construct shared thermal energy plants. Such a system would use shared thermal energy plants within the project site to recover waste heat from commercial buildings for heating and cooling use in residential buildings to reduce the project's overall energy and water demands. If feasible, utilities related to this system including an insulated pipe connection should be provided under the private portion of Power Station Park between Blocks 7 and 11 and Blocks 8 and 12.

Figure 4.27.1 Power Station Park and Louisiana Paseo: Program Zones



POWER STATION PARK AND LOUISIANA PASEO

Program Zones

4.28 Power Station Park East

Power Station Park East will feature a social neighborhood plaza that opens up to Unit 3 and the Stack, as well as a multi-purpose lawn that can accommodate a variety of activities, including youth soccer, outdoor movies, community events, and casual lounging and play. Public seating within the plaza will afford views of the Stack and Unit 3, if Unit 3 is retained. Linear seating on the north and south edges of the lawn will help define the outdoor room and allow spectators to view a youth soccer game or practice.

STANDARDS

4.28.1 Multi-Purpose Lawn
Power Station Park East shall feature an open, multi-purpose lawn that can accommodate one under-6 youth soccer field.

4.28.2 Plaza
Power Station Park East shall feature an open, paved plaza at its eastern end.

4.28.3 Pedestrian Circulation
Pedestrian Throughways, at minimum 10-feet wide, shall be established in the east–west direction along the northern and southern building frontages. See Figure 4.28.3. This circulation pattern shall continue to Power Station Park West. Free movement in the north–south direction across the park, between buildings shall be allowed, with porous edges or edges with multiple points of entry between circulation paths and the turf field.

4.28.4 Amenities
The following amenities shall be provided within Power Station Park East: open plaza space, seating, lighting, multi-purpose lawn, planted areas, stormwater gardens, bicycle parking, waste stations, drinking fountains, and power sources for outdoor movies and other community events. The amenities and features shown in figure 4.28.1 are permitted in Power Station Park East.

4.28.5 Program
Power Station Park East shall be designed to accommodate temporary events, including outdoor movies and community events, performances, art exhibits, and one under-6 youth soccer field, subject to Exhibit L-2 of the Development Agreement.

GUIDELINES

4.28.6 Views to Unit 3 and Stack
Power Station Park design should maintain open views of the Stack and Unit 3. The eastern edge of Power Station Park should be free of large trees and other vertical obstructions that interrupt these views.

4.28.7 Paving
Primary circulation paths at building faces should be paved with enhanced cast-in-place concrete, unit pavers, or a combination of enhanced concrete and unit pavers. Permeable unit pavers are allowed. Paving at primary circulation paths at both blocks of Power Station Park should be identical or similar to create uniformity across the two park blocks.

4.28.8 Lighting
See Section 7 for standards and guidelines. Lighting should balance safety with the need to keep light pollution to a minimum. Fixtures should reinforce the linear design of the primary circulation paths on the north and south edges of the park.

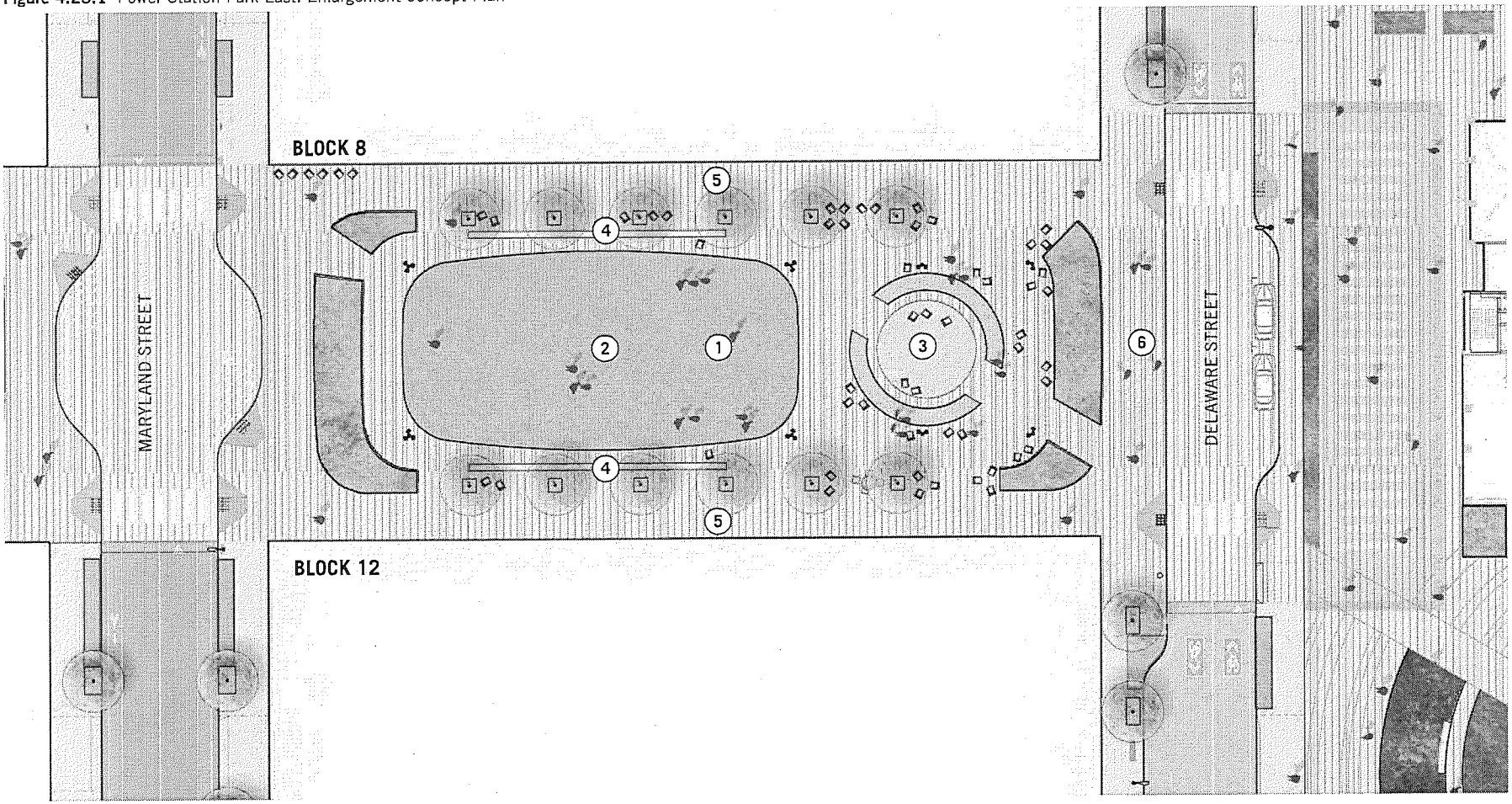
CONSIDERATIONS

4.28.9 Awnings and Architectural Canopies
To establish an intermediate scale between the park and adjacent buildings, consider a canopy structure or awning that may be freestanding or integrated with building architecture along the northern edge of Power Station Park at both East and West blocks.

4.28.10 Park-Edge Trees
Trees may be planted along the park edges instead of or in addition to canopy structures or awnings as long as the minimum 10-foot wide circulation path is maintained.

4.28.11 Multi-Purpose Lawn
Consider consolidating the two multi-purpose lawns in Power Station Park East and Power Station Park West into either Power Station Park East or Power Station Park West during detailed or final design to provide the opportunity for having a larger field.

Figure 4.28.1 Power Station Park East: Enlargement Concept Plan



POWER STATION PARK EAST

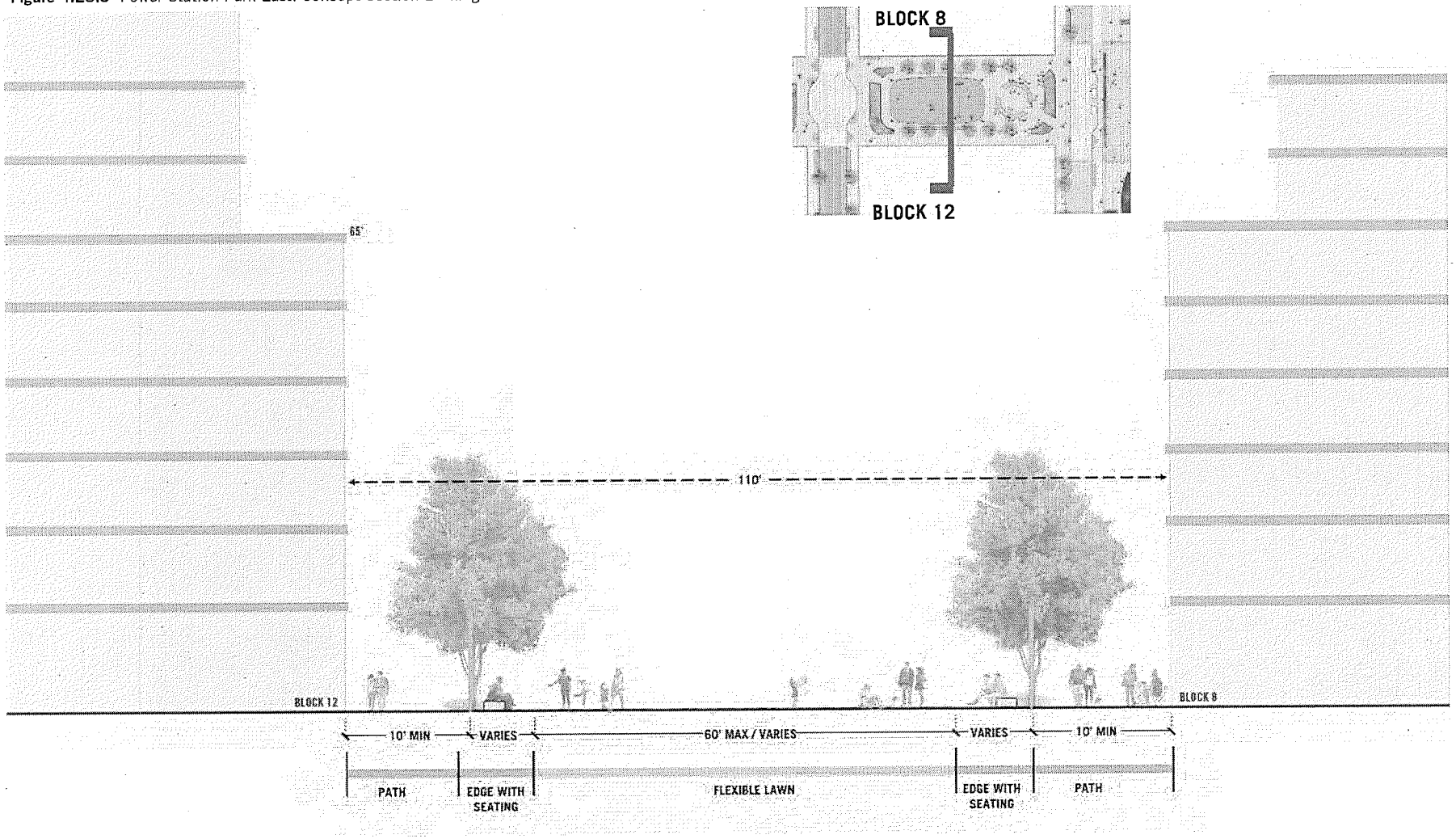
Concept Plan

1. Multi-Purpose Lawn
2. Under-6 Soccer Field (Minimum Dimensions: 45 feet x 75 feet)
3. Plaza
4. Seating
5. Building Access and Circulation Path
6. Clear Viewshed to Unit 3 and the Stack

Power Station Park East

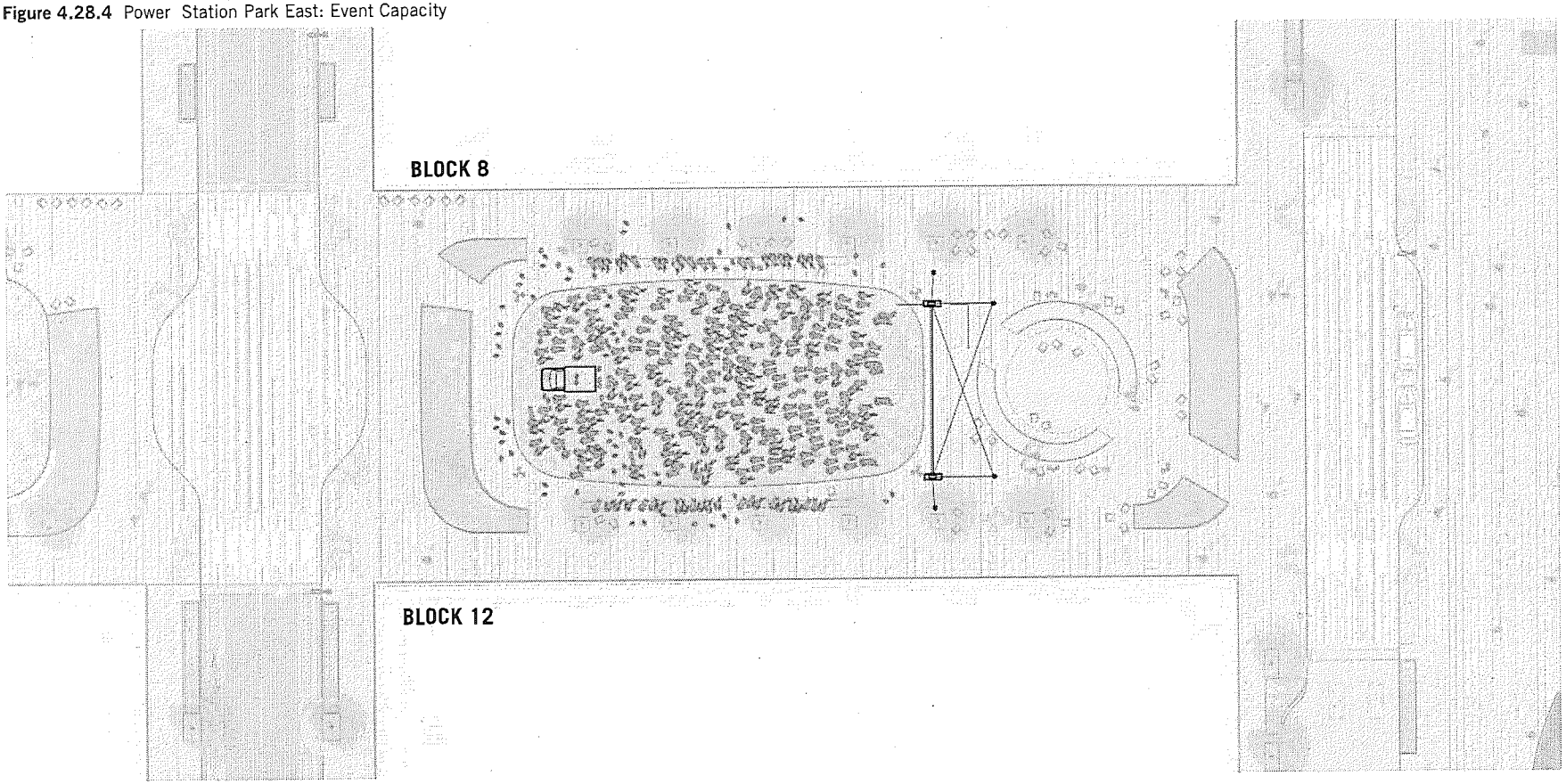
Figure 4.28.2 Power Station Park East: Conceptual View Toward Unit 3 and the Stack, Showing Edge of Flexible-Use Field and the Power Station Park East Plaza

Figure 4.28.3 Power Station Park East: Concept Section Looking West



Power Station Park East

Figure 4.28.4 Power Station Park East: Event Capacity

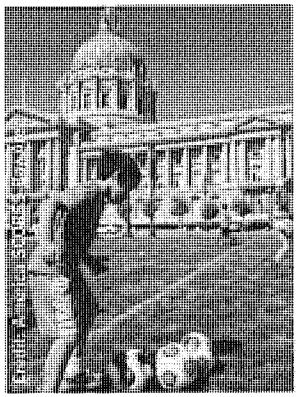


POWER STATION PARK EAST EVENT CAPACITY

Diagram showing a performance or movie night accommodating over 450 people.

Figure 4.28.5 Power Station Park East: Precedent Images

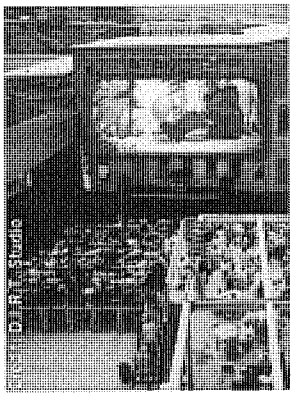
Fitness in the park.



Active recreation.

Picnic in the park.

Community plaza.



Outdoor movie night.

Outdoor seating on the park.

4.29 Power Station Park West

Power Station Park West will feature a fitness and play area for all ages and a multi-purpose lawn that can accommodate youth soccer. Signature sculptural play elements will distinguish this park, providing opportunities for active play and exercise. To the extent possible, play features shall integrate uses for all ages and not segregate people by age groups.

The Park will be designed to be interactive with the ground floors of adjacent buildings. The park design shall enhance building programming, including community uses such as day care, indoor fitness rooms, or other community spaces. Public seating on the north side of the park and around the turf area will take advantage of sun exposure. Primary circulation paths at the north and south edges of the park will provide pedestrian paths and connect the west and east blocks of the park with similar paving and path widths.

STANDARDS

4.29.1 Sculptural Play Elements

Power Station Park West shall feature play structures appropriate for play and fitness for all ages. A special zone may be designated for use by an adjacent day care during day care operation hours. Outside of such hours, the special zone shall be open to the general public.

4.29.2 Multi-Purpose Lawn

Power Station Park West shall feature an open, multi-purpose lawn that can accommodate one under-6 youth soccer field.

4.29.3 Pedestrian Circulation

A Pedestrian Throughway, having a minimum width of 10 feet, shall be established in the east–west direction along the building faces to the north and south. Free movement shall be allowed in the north–south direction across the park between buildings, through porous edges or edges with multiple points of entry between circulation paths and the central play plaza.

4.29.4 Amenities

The following amenities shall be provided within Power Station Park West: play features, seating, lighting, planted areas, stormwater gardens, bicycle parking, drinking fountains, and waste stations. The amenities and features shown in figure 4.29.1 are permitted in Power Station Park West.

4.29.5 Fire Access

Fire access within Power Station Park West may be required if Block 7 is developed with more than one building. This access shall be a maximum length of 150 feet, measured from the curb-cut or vehicular access point into the open space. Open space fire access shall provide a minimum 26-foot-wide clear path of travel. See Figure 5.8.1 for fire access locations within open space.

GUIDELINES

4.29.6 Paving

Primary circulation paths at building faces should be paved with enhanced cast-in-place concrete, unit pavers, or a combination of enhanced concrete and unit pavers. Paving at primary circulation paths at both blocks of Power Station Park should be identical or similar in order to create uniformity across the two park blocks.

4.29.7 Lighting

See Section 7 for standards and guidelines. Lighting should balance safety with the need to keep light pollution to a minimum.

4.29.8 Sculptural Play Elements

Play elements should be integrated into a cohesive urban plaza design. To the extent feasible, play features should not segregate age groups from one another. To avoid fixed barriers and fences, it is recommended that potential designated day care center activities use temporary moveable barriers/fences during use.

CONSIDERATIONS

4.29.9 Awnings and Architectural Canopies

To establish an intermediate scale between the park and adjacent buildings, consider a canopy structure or awning that may be freestanding or integrated with building architecture along the northern edge of Power Station Park at both East and West blocks.

4.29.10 Park-edge Trees

Trees may be planted along the park edges instead of or in addition to canopy structures or awnings as long as the minimum 10-foot wide circulation path is maintained

4.29.11 Furnishing

See Section 4.9 for standards and guidelines. Furnishing should complement and be integrated into the overall park design. Moveable seating, such as cafe tables and chairs is encouraged along the northern building face. Public picnic tables or fixed cafe tables for public use are recommended. Picnic tables and bench seating should be located directly adjacent to the play area.

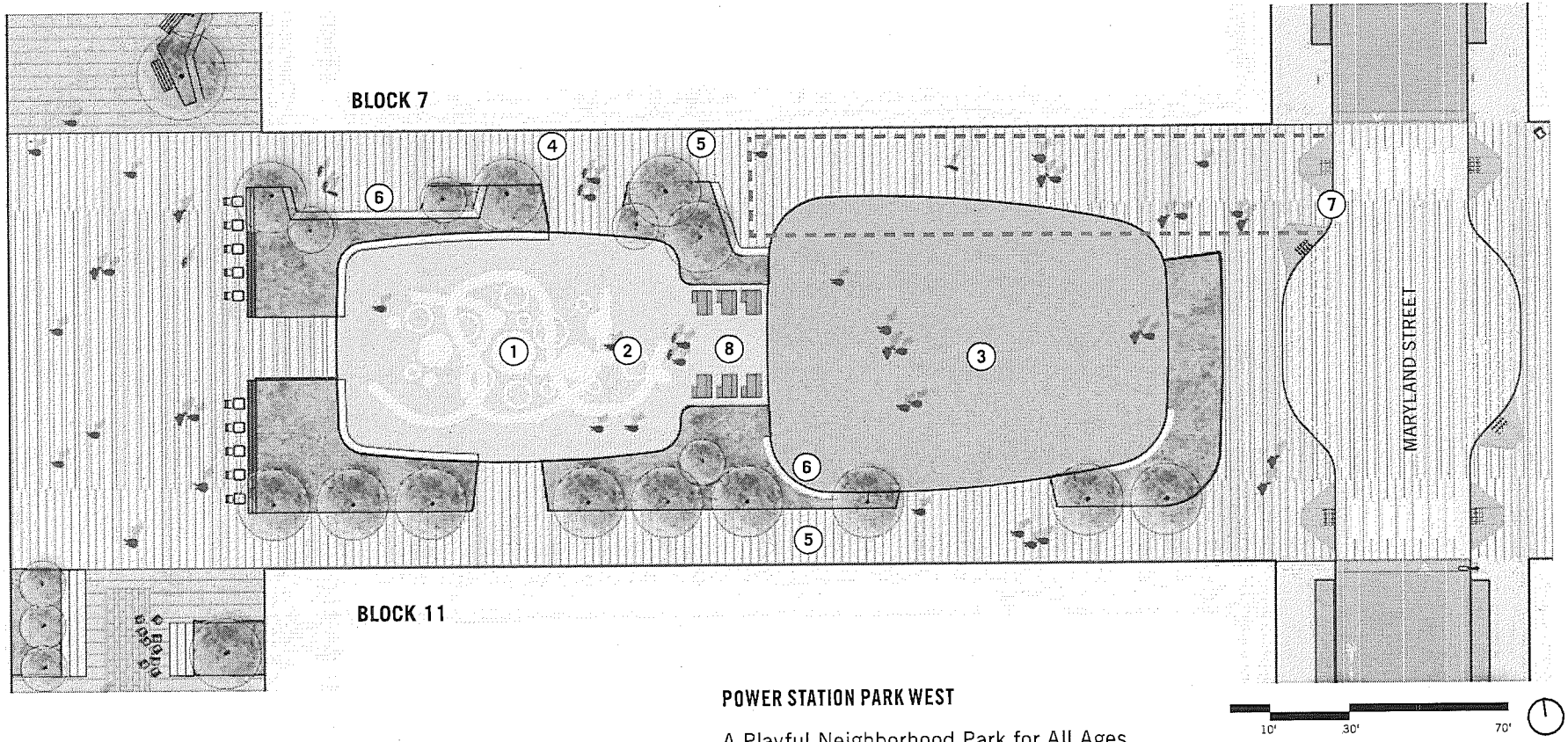
4.29.12 Lighting

Fixtures should reinforce the linear design of the primary circulation paths on the north and south edges of the park. Accent lighting at park features such as seating and play elements may be used to provide lighting variety.

4.29.13 Sculptural Play Elements

Play elements should be artful, original structures that give Power Station Park West a clear identity.

Figure 4.29.1 Power Station Park West: Enlargement Concept Plan



POWER STATION PARK WEST

A Playful Neighborhood Park for All Ages

1. Sculptural Play Elements - All Ages
2. Play Area - Potential Day Care Center Outdoor Use
3. Multi-Purpose Lawn and Under 6 Soccer Field (Minimum Dimensions: 45 feet x 75 feet)
4. Potential Outdoor Food Service Seating
5. Building Access and Circulation Path
6. Public Seating
7. Modified Curb for EVA Access
8. Picnic Area with Tables and Benches

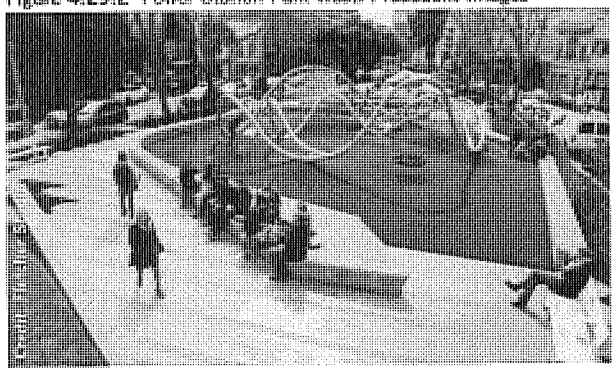
Aerial Ladder Fire Truck Access 150-ft. dead-end

4.29.14 Multi-Purpose Lawn

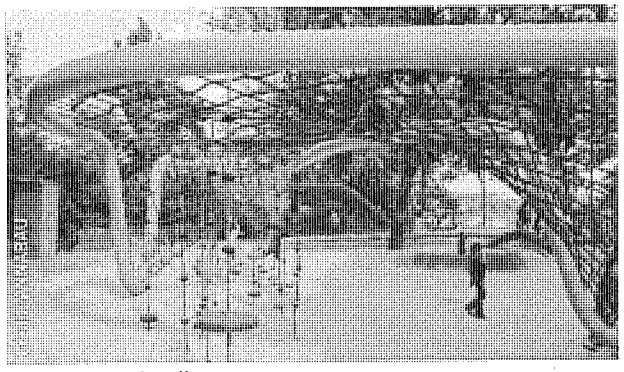
Consider consolidating the two multi-purpose lawns in Power Station Park East and Power Station Park West into either Power Station Park East or Power Station Park West during detailed or final design to provide the opportunity for having a larger field.

Power Station Park West

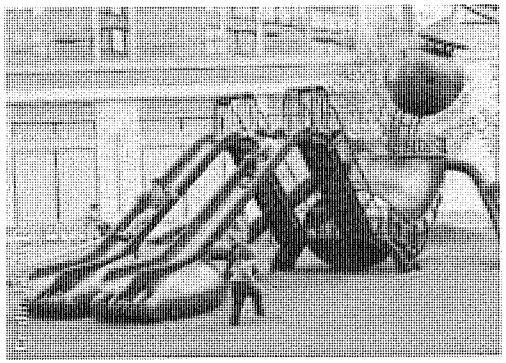
Figure 4.29.2 Power Station Park West: Precedent Images



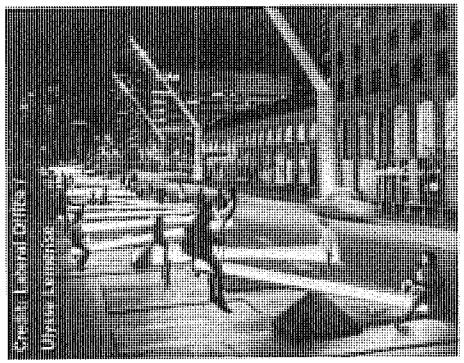
Sculptural play area integrated with plaza.



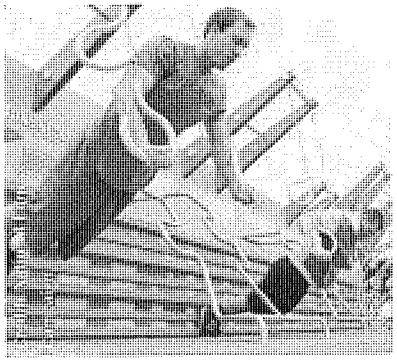
Play features for all ages.



Sculptural play element.

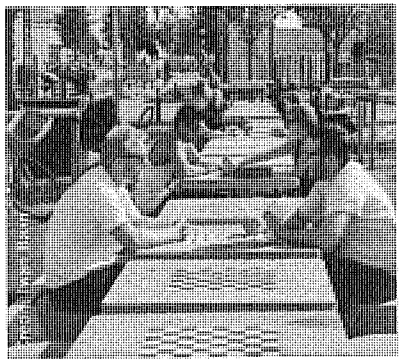


Playful elements for all ages.



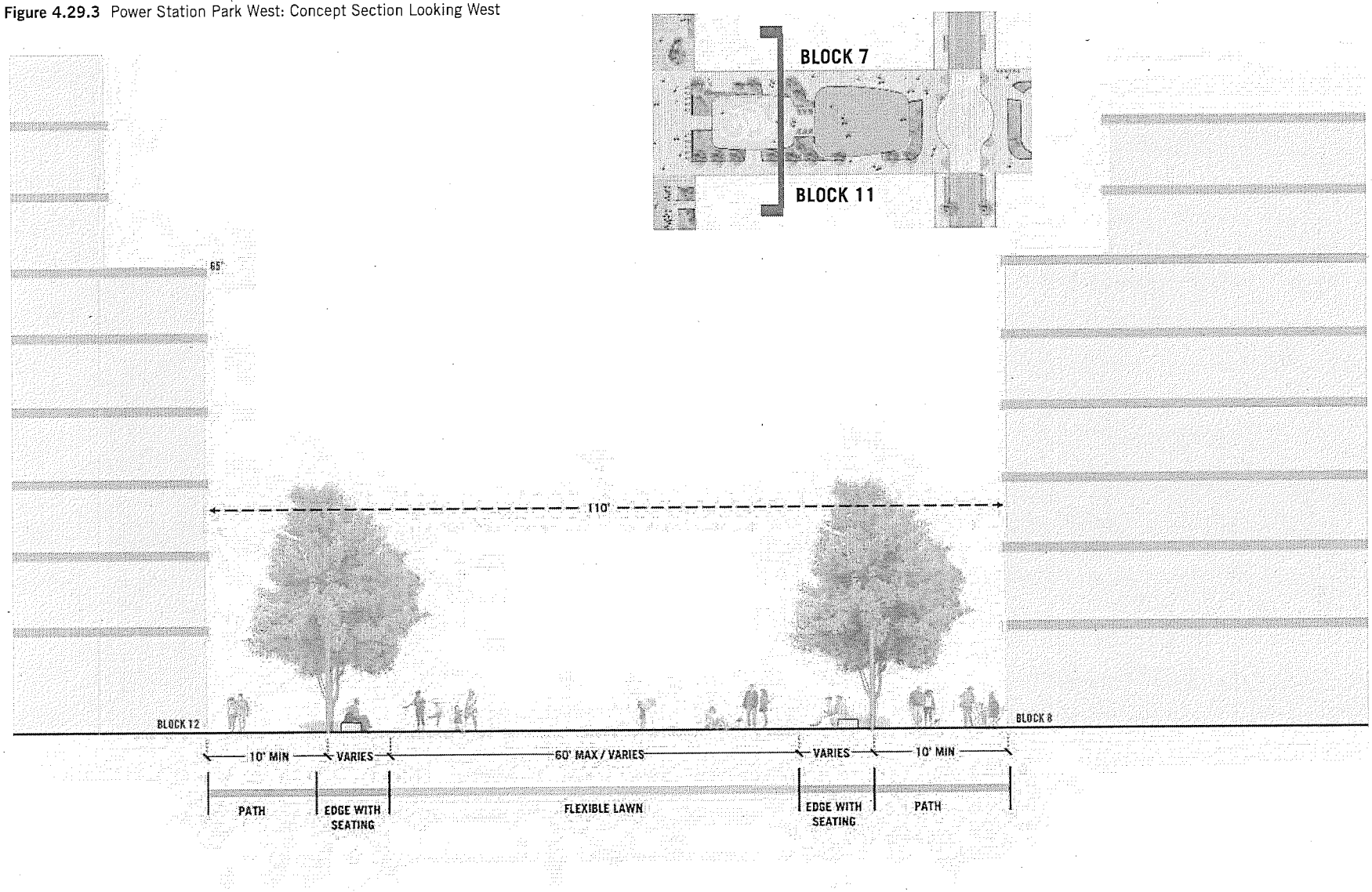
Adult fitness amenities.

Game tables.



Game tables.

Figure 4.29.3 Power Station Park West: Concept Section Looking West



4.30 Louisiana Paseo

Louisiana Paseo, while providing continuous pedestrian passage from block to block, will be made up of several distinct spaces. The south end of the paseo, at 23rd Street, will incorporate an open, paved plaza space that can accommodate food trucks or small neighborhood events. The plaza shall complement the commercial and light-industrial uses in the adjacent buildings at Block 15 and Block 11. Accordingly, Louisiana Paseo shall be designed to provide spill-out space relating to this public use, inviting public gathering and drawing pedestrians from Humboldt and 23rd Streets. Where it meets the west end of Power Station Park, the paseo will incorporate seating and may include game tables such as table tennis or chess. At the north end of the paseo, between Power Station Park and Humboldt Street, the paseo will be a pedestrian passage with seating that complements the adjacent Residential and Commercial uses of Block 15 and Block 7. The various spaces of Louisiana Paseo also provide opportunities for public art and elements of an interpretive program, such as interpretive exhibits.

STANDARDS

4.30.1 Pedestrian Circulation
Pedestrian Throughways, having a minimum width of 10 feet, shall be established in the north–south and east–west directions through the paseo. See Figures 4.30.2 and 4.30.3

4.30.2 Amenities
The following amenities shall be provided within Louisiana Paseo: seating, lighting, planted areas, stormwater gardens, bicycle parking, waste stations, and power sources for events. The amenities and features shown in figure 4.30.1 are permitted in Louisiana Paseo

4.30.3 Food and Drink Semi-Permanent Kiosks and Mobile Carts
See Table 4.15.1 Publicly Oriented Accessory Retail Uses in Open Spaces.

GUIDELINES

4.30.4 Paving
Primary circulation paths and plaza spaces should be paved with enhanced cast-in-place concrete, unit pavers, or a combination of enhanced concrete and unit pavers.

4.30.5 Furnishing
See Section 4.9 for standards and guidelines.

4.30.6 Lighting
See Section 7 for standards and guidelines. Lighting should balance safety with the need to keep light pollution to a minimum.

4.30.7 Program and Design
Louisiana Paseo should be designed to accommodate temporary events, performances, and art exhibits. If the eastern wall of Station A collapses or is damaged beyond repair, the paseo should be designed to provide welcoming spill-out space for the public use that would be required on the portion of Block 15 fronting Power Station Park. While unifying design elements such as paving, lighting fixtures, and furnishing should provide a legible identity for the entire paseo, the individual spaces at 23rd street, at Power Station Park, and at Humboldt Street should incorporate design elements and programming that are distinct from one another.

CONSIDERATIONS

4.30.8 Lighting
Primary fixtures should reinforce the linear design of the primary circulation paths. Secondary accent lighting may be used to highlight furnishing, paving, or other site elements.

4.30.9 Amenities
If the eastern wall of Station A collapses or is otherwise damaged beyond repair, amenities within Louisiana Paseo fronting Power Station Park should complement the spill-out space for the public use that then would be required on the portion of Block 15 fronting Power Station Park. Such amenities could include space for public assembly, public art, and informal recreation spaces, such as game tables, described earlier.

LOUISIANA PASEO

Outdoor Living Room, Spaces for Play, and A Pedestrian Paseo

1. Station A Plaza: Play Tables and Seating
2. Flexible-Use Plaza For Events, Food Trucks, Block Parties
3. Seating
4. Pedestrian Paseo and Seating
5. Rooftop Sports Field (See Section 4.31)
6. Curb Cut for Food Trucks/Maintenance Access (No Parking at this location)

20' 60' 100' 160'

Figure 4.30.1 Louisiana Paseo: Enlargement Concept Plan

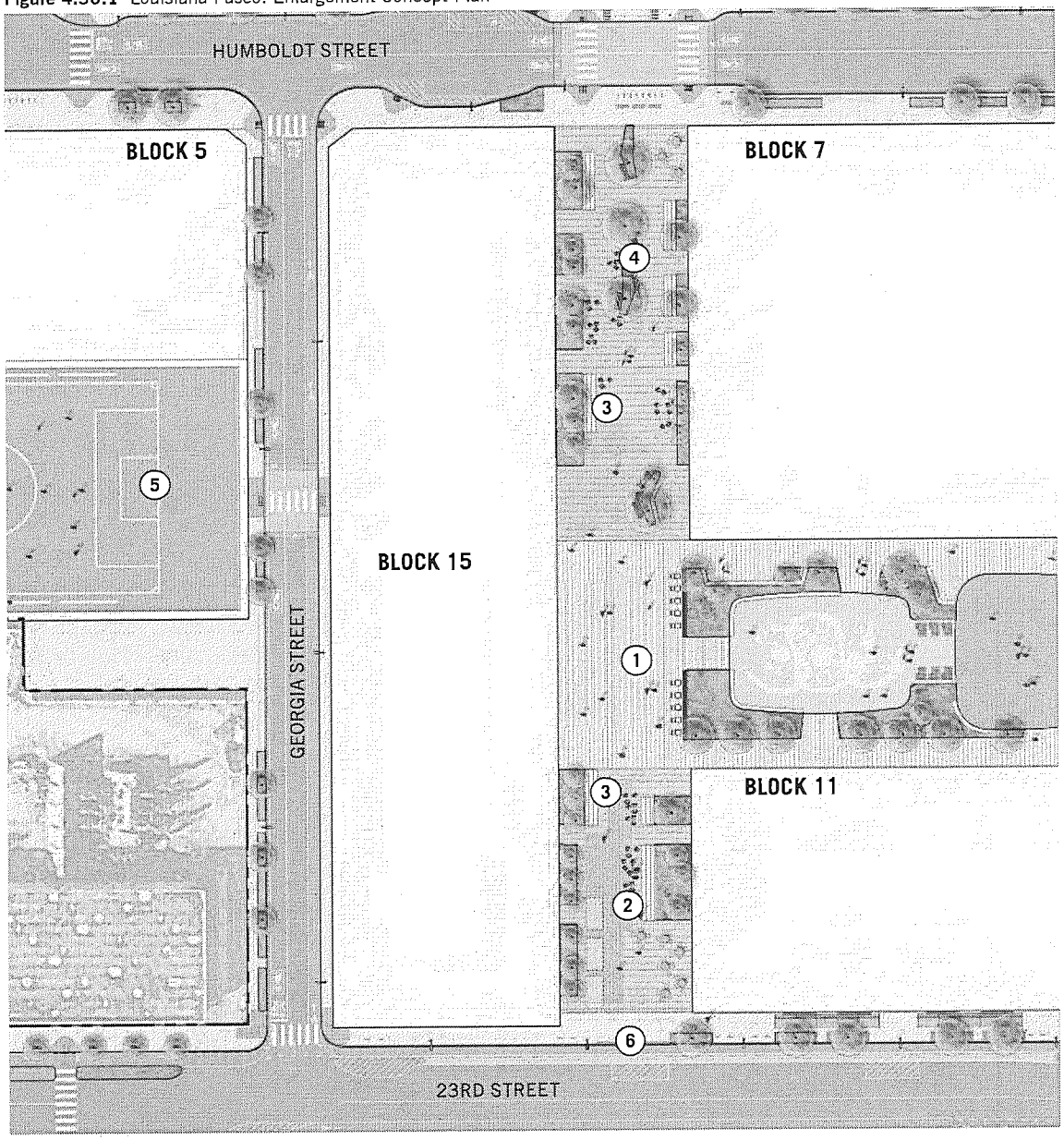
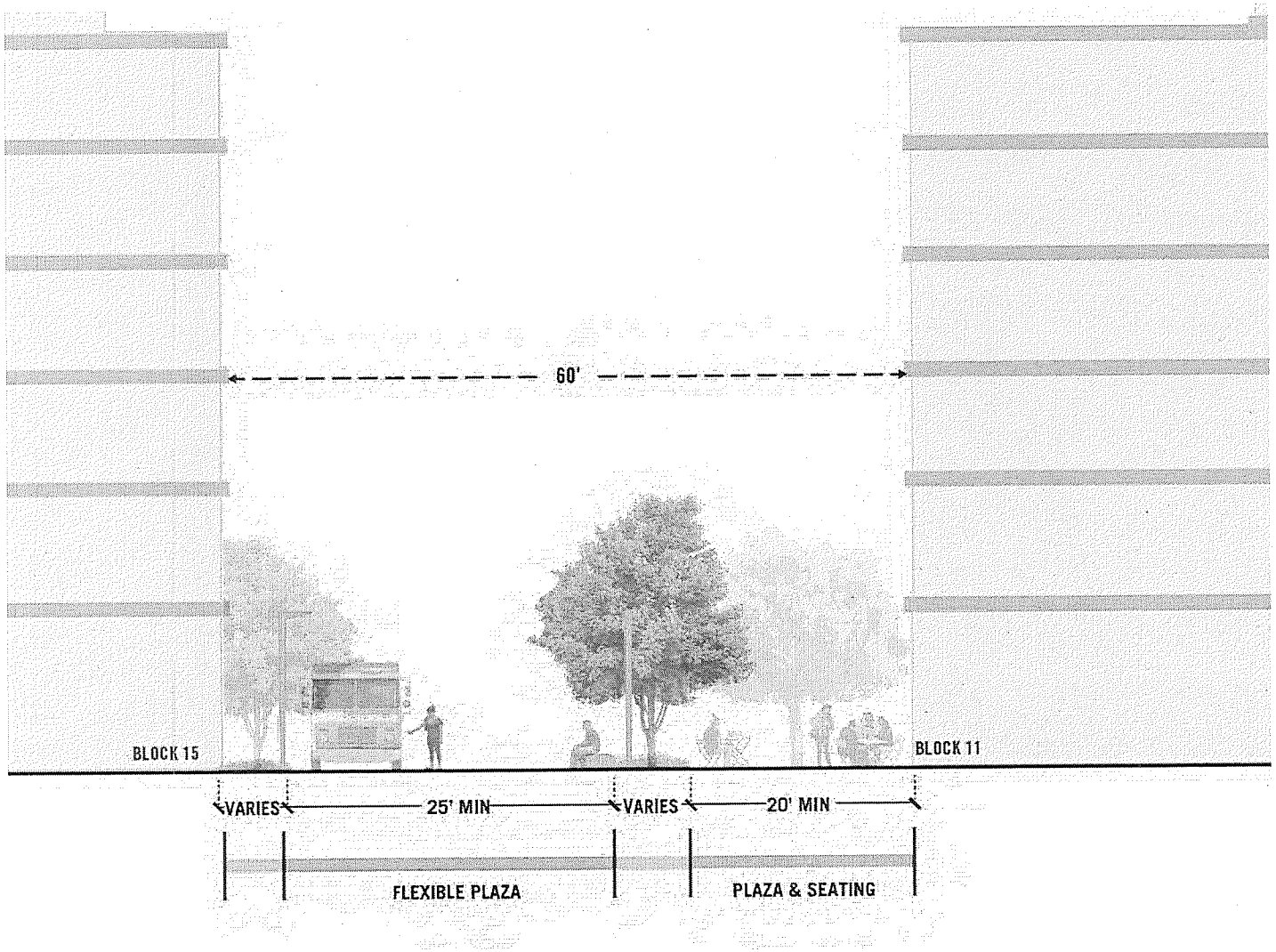


Figure 4.30.2 Louisiana Paseo South: Concept Section Looking North



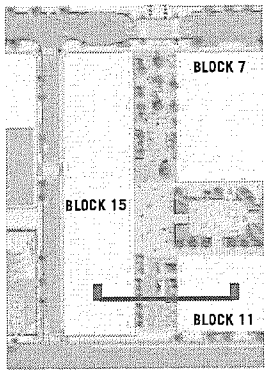
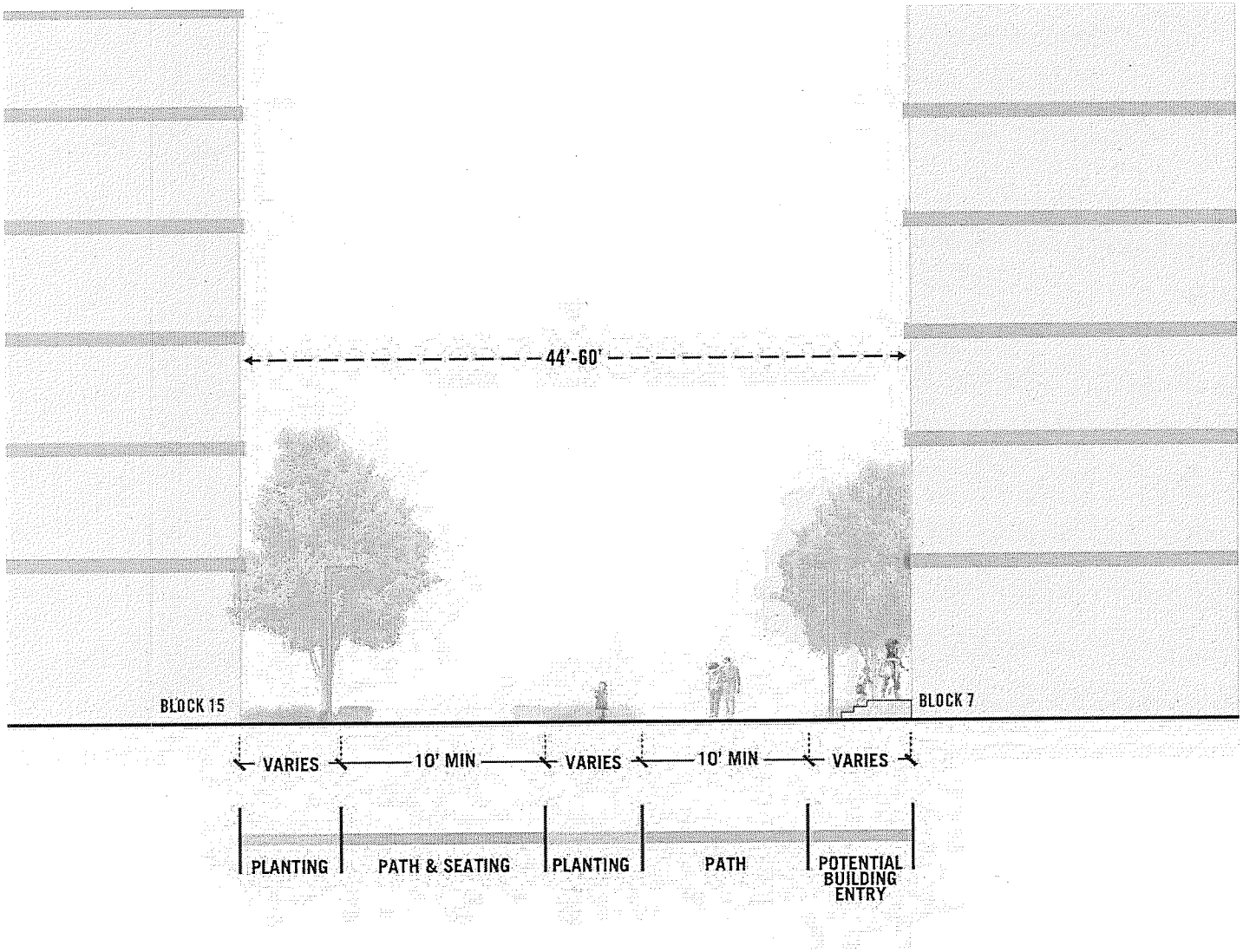
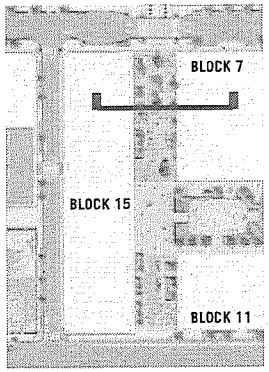


Figure 4.30.3 Louisiana Paseo North: Concept Section Looking North





4.31 Rooftop Soccer Field

The Power Station proposes to use a portion of the rooftop of the District Parking Garage for a publicly accessible, under-10 multi-purpose field made of high-quality artificial field turf. The location of the soccer field is proposed to be on top of Block 5, but may instead be on the roof of Block 1 or 13, which are also potential locations of the District Parking Garage. The facility is sized to accommodate casual adult-league play, youth development, and club training on one large under-10 field or three smaller under-6 fields. A field reservation system will be available for users to reserve the space. If a District Parking Garage is not constructed, an under-10 multi-purpose field will be constructed elsewhere on Blocks 5, 1 or 13, or elsewhere on-site. Such field may be indoors or outdoors.

STANDARDS

4.31.1 Access
Use of the soccer field shall be open to the public, pursuant to the terms of the Development Agreement. An access route from street level shall be provided with elevator and stair access and legible wayfinding.

4.31.2 Furnishing
Provide bench seating at field level for players and spectators.

4.31.3 Amenities
The following amenities shall be provided at the soccer field: seating, lighting, drinking fountain, and waste stations. A restroom serving the field will be provided within the same building as the field but may be located on the ground floor. The amenities and features shown in figure 4.31.2 are permitted at the rooftop soccer field.

4.31.4 Field Enclosure
A wind screen and/or protective netting shall be provided as necessary. See also height exception Standard 6.2.4.

4.31.5 Field Dimensions
The field will be an under-10 field measuring 105 feet by 180 feet with 10-foot clearance on south, east, and north edges of the field. The field may be split into three under-6 fields measuring 60 feet by 105 feet. A clearance of 26 feet will be provided on the western edge of the field.

Note: These dimensions apply to a soccer field at Block 5. Should the field be located at Block 1 or Block 13, the field shall have the same minimum dimensions of 105 feet by 180 feet, but the clearances may differ. If the field is located indoors, the minimum ceiling height shall be 20 feet.

4.31.6 Turf
Artificial turf is required.

4.31.7 Permitted Activities
Other active recreation activities are permitted on the soccer field.

GUIDELINES

4.31.8 Lighting
See Section 7 for standards and guidelines. Lighting should balance the safety and functionality of the sports field with the need to keep light pollution to a minimum.

Note: Sports field lighting is not PUC lighting.

4.31.9 Field Reservation Policy
If permitted by Recreation and Parks Department (RPD), reservation of the rooftop soccer field may occur through RPD's online athletic facilities reservation system.

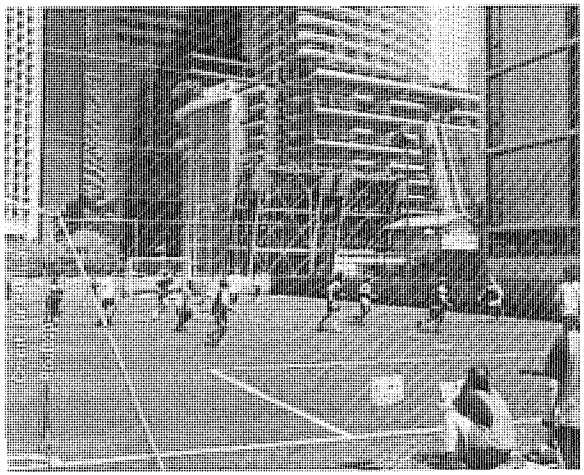
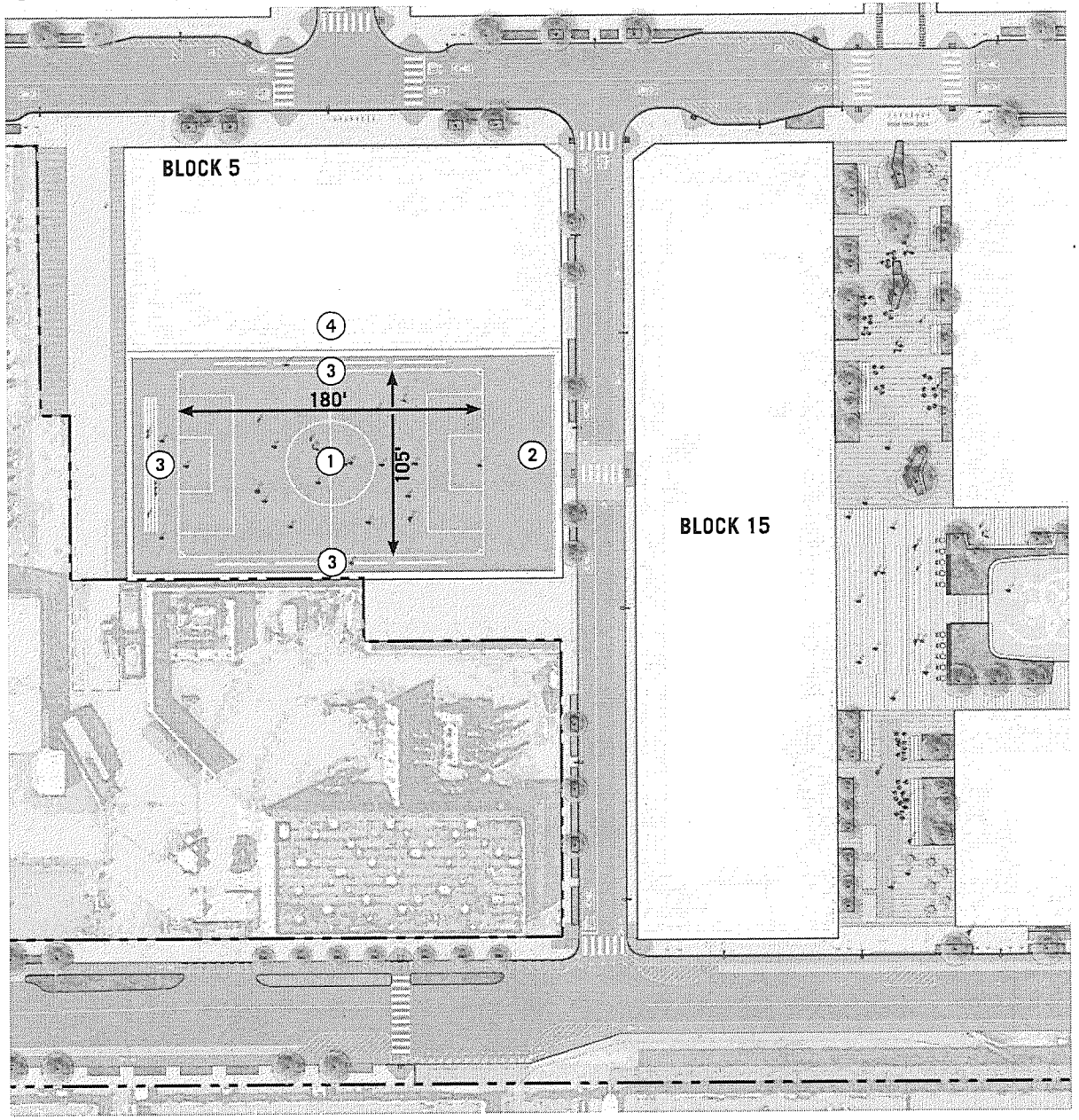


Figure 4.31.1 Rooftop Soccer Field: Precedent Image

Figure 4.31.2 Rooftop Soccer Field: Enlargement Concept Plan



RDOFTOP SOCCER FIELD

Publicly accessible sports facility

1. Under-10 sized soccer field (105 feet x 180 feet)
2. Warm-up area
3. Benches
4. Publicly accessible restroom to be located at the Block where field is located. Final location on or in building TBD.

20' 60' 100' 160'

4.32 Illinois Street Plaza

Illinois Street Plaza is a linear plaza that stretches between 22nd Street and Humboldt Street along the west side of Block 13. Since the plaza sits over a utility corridor and serves as an EVA lane, the primary character of the space will be driven by interesting paving and the light-industrial and commercial activity at the ground floor of Block 13.

STANDARDS

4.32.1 Fire Access

Fire access within Illinois Street Plaza is required. Open space fire access shall provide a minimum 26-foot-wide clear path of travel. See Figure 5.8.1 for fire access locations within open space.

4.32.2 Amenities

The following amenities shall be provided within Illinois Street Plaza: seating, lighting, planted areas, bicycle parking, waste stations. The amenities and features shown in figure 4.32.1 are permitted in Illinois Street Plaza.

GUIDELINES

4.32.3 Paving

The plaza should be paved with enhanced cast-in-place concrete, unit pavers, or a combination of enhanced concrete and unit pavers. Vehicular rated paving systems that incorporate planted cells within the paving should be considered for the EVA lane.

4.32.4 Planting

Planting should be incorporated in the plaza design where feasible and within the requirements of the EVA lane.

4.32.5 Furnishing

See Section 4.9 for requirements. Furnishing must be located at the edge of the building or at the back of the Illinois Street sidewalk, clear of the Pedestrian Throughway and clear of the EVA lane.

4.32.6 Lighting

See Section 7 for standards and guidelines. Lighting must be clear of the EVA Lane.

Figure 4.32.1 Illinois Street Plaza: Enlargement Concept Plan

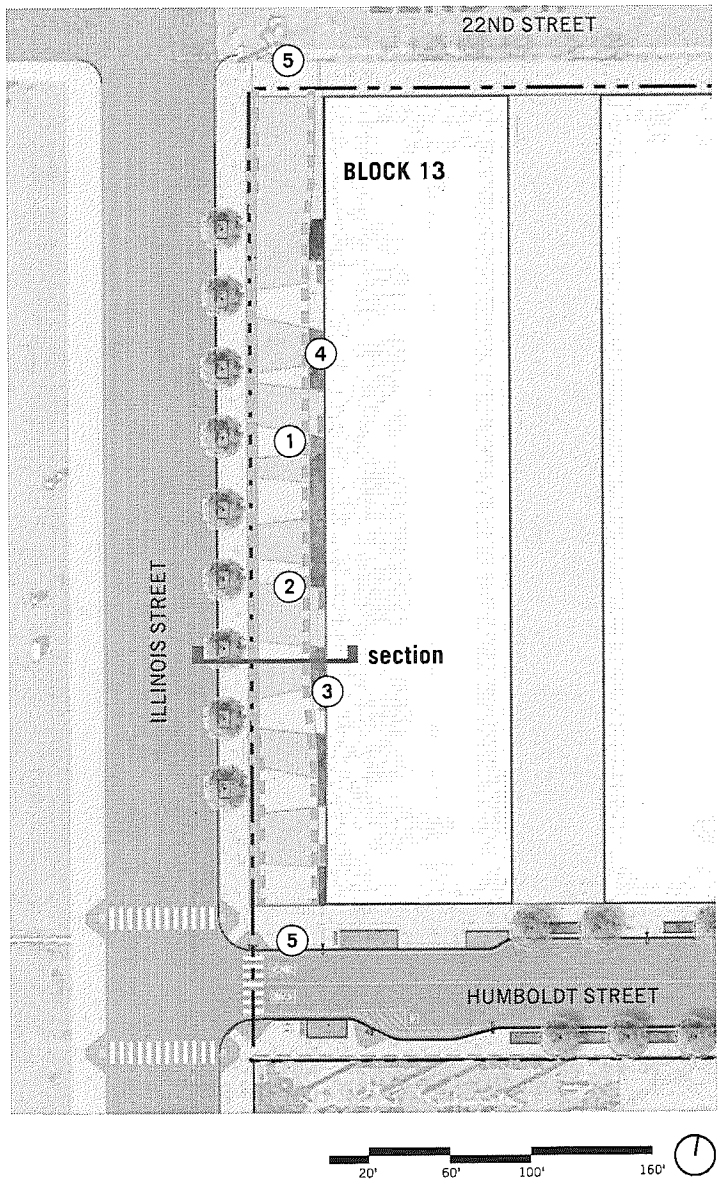
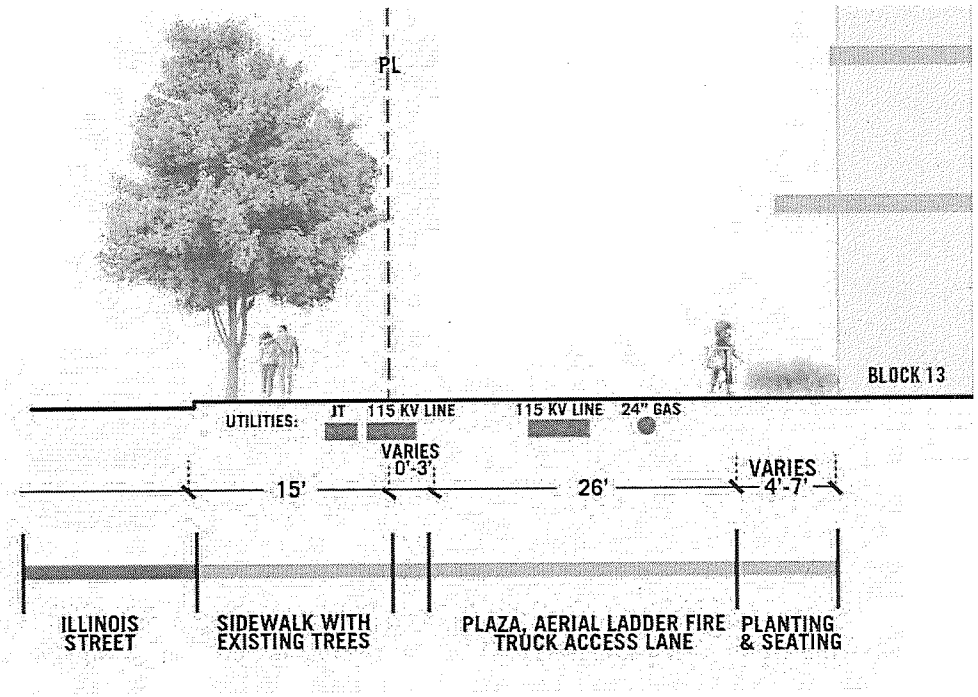


Figure 4.32.2 Illinois Street Plaza: Concept Section



ILLINOIS STREET PLAZA

1. Plaza
2. EVA Lane
3. Seating
4. Planting
5. EVA Curb Cut

Aerial Ladder Fire Truck Access Lane

4.33 Block 9 Building and Open Space Configuration Without Unit 3

If Unit 3 is not retained, the open space and building footprint at Block 9 will be reconfigured (see Sections 6.11 and 6.13). In this configuration, the southern edge of the new Block 9 building will align with the southern edge of Block 8, creating a continuous open space that connects Power Station Park to the Blue Greenway and the Bay. In this configuration, a unified Stack Plaza design extends from 23rd Street to Block 9, creating a grand civic space on the waterfront that incorporates paved plazas, gardens, and a south-facing lawn oriented to the Stack. A singular paving design links Stack Plaza to the Plaza spaces to the south and east of Block 9. The Plaza between the lawn and Block 9 may accommodate permanent and rotating art and interpretive exhibits, while allowing for everyday public seating and gathering.

The open space surrounding Block 9, extending from the south edge of Block 4 to the south edge of Stack Plaza, shall be characterized by a seamless design that reads and functions as one integrated space. The plaza and turf area shall be open, flexible-use space, appropriate for temporary events, public art, and the display of interpretive exhibits. The design shall include a balance of paving and green space while also including stormwater management gardens as needed. As the signature open space on the site, the design shall be of the highest caliber.

STANDARDS

4.33.1 Bicycle Circulation
See Section 4.21.1.

4.33.2 Pedestrian Circulation
See Section 4.21.2. A Pedestrian Throughway shall connect Delaware Street to the Blue Greenway in the east–west direction within the plaza south of Block 9.

4.33.3 Planting
See Section 4.21.3.

4.33.4 Amenities
See Section 4.21.4. A plaza south of Block 9 and a south-facing flexible-use turf area shall be provided. The amenities and features shown in figure 4.33.1 are permitted in the open space associated with the Block 9 alternative configuration.

4.33.5 Public Access
Block 9 Plaza shall remain open and accessible to the public. Please see Section 4.18 for standards and guidelines regarding Food Service Areas.

4.33.6 Food and Drink Semi-Permanent Kiosks and Mobile Carts
See Table 4.15.1 Publicly Oriented Accessory Retail Uses in Open Spaces.

4.33.7 Paving
See Section 4.21.5

GUIDELINES

4.33.8 Furnishing
See Section 4.21.6.

4.33.9 Lighting
See Section 4.21.7

4.33.10 Program
See Section 4.21.8 The flexible-use plaza and turf area should be designed to accommodate temporary events, performances, and art exhibits. Permanent public art features are allowed.

4.33.11 Connection to Spreckels Warehouse
See Section 4.21.9.

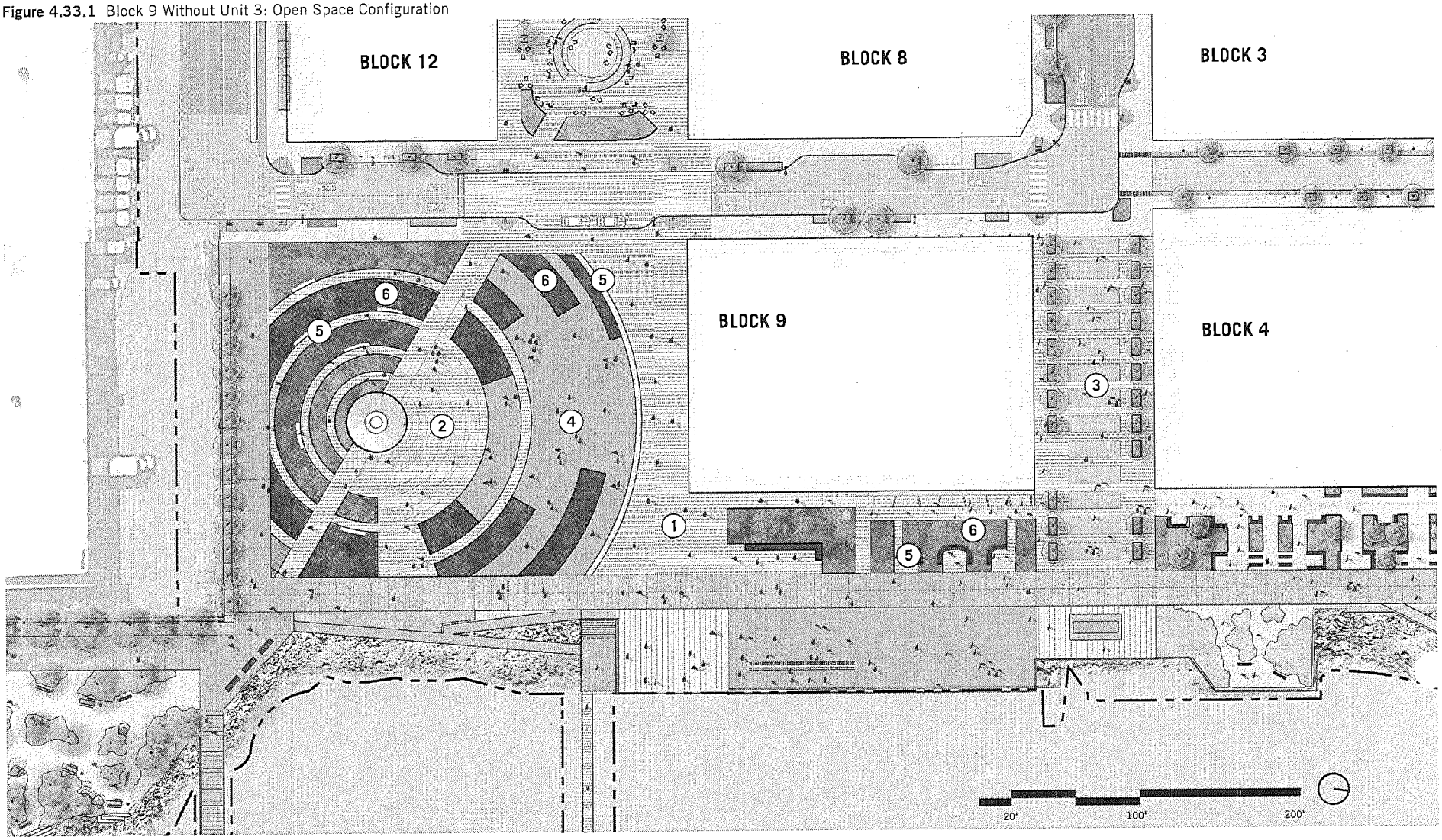
CONSIDERATIONS

4.33.12 Visual Buffer
See Section 4.21.10

4.33.13 Stormwater Management
See Section 4.21.11

4.33.14 Program
See Section 4.21.12

Figure 4.33.1 Block 9 Without Unit 3: Open Space Configuration



BLOCK 9 ALTERNATIVE CONFIGURATIDN WITH STACK PLAZA AND HUMBOLDT STREET PLAZA

Conceptual Scenario in which Unit 3 is Not Retained

1. Block 9 Plaza: Multi-Use Event and Art Plaza
2. Stack Plaza
3. Humboldt Street Plaza
4. Turf Area
5. Public Seating
6. Planting

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Section 5

STREETS

Streets

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VINO
PARADISO
Verdun
URBAN FOREST
BUILDING FACE
CURB MANAGEMENT
PEDESTRIAN THROUGHWAY
STORMWATER TREATMENT
FRONTAGE ZONE
EDGE AND FURNISHING ZONE

Streets

The quality of a neighborhood's public life is largely defined by what happens in its streets.

The Streets section implements the "Complete Streets" concept described in the Vision and provides detailed controls for the site's array of streetscapes. This section begins with an overview of street types and moves on to describe the pedestrian, bicycle, transit, shuttle, and vehicular networks that create the site's transportation system. The Power Station project will include several complementary street typologies that create a variety of different experiences for residents, workers, and visitors. These varied street types facilitate different uses and speeds of movement, from an afternoon stroll to a morning bicycle ride to work.

Streets at the Power Station project are designed to be pedestrian-and bicycle-friendly, with generous sidewalks and narrow vehicular travel lanes designed to facilitate slower vehicle speeds and prioritize safe pedestrian travel. Public transit is seamlessly integrated into the design, and optimally located to facilitate and encourage transit use. Street types and designs conform to the *San Francisco Better Streets Plan (2010)*, enhancing the public realm with a robust network of complete-street typologies. Proposed street designs included in this section have been carefully reviewed by San Francisco Department of Public Works (SF Public Works), San Francisco Fire Department (SFFD), San Francisco Municipal Transportation Authority (SFMTA), and San Francisco Public Utilities Commission (SFPUC), and found to be compatible with 2015 SF Public Works Subdivision Regulations and other regulations that sometimes conflict with the *Better Streets Plan*.

5.1 Street Overview

The *Better Streets Plan* seeks to balance the needs of all users with an understanding that, because they serve a multitude of social, recreational, and ecological roles, streets themselves are an integral component of the public realm and city fabric.

In accordance with the *Better Streets Plan*, streets at the Power Station project will connect to the surrounding neighborhood with well-designed sidewalks. They employ a unified palette of pedestrian-oriented streetscape materials that follow universal design principles and satisfy SF Public Works accessibility requirements. Space for retail spill-out and moments of casual interaction, integrated with the design, support adjacent businesses and community-serving public spaces. Curb space is designed to accommodate as much loading and servicing need as possible, in an effort to reduce vehicular and pedestrian conflicts by limiting the number of driveways provided within the project. A generous canopy of trees and integrated stormwater treatment areas contribute to a verdant, attractive, and ecologically sustainable streetscape. Streets are designed to maximize pedestrian and cyclist safety, upholding Vision Zero SF, a policy adopted by the City and County of San Francisco in 2014.

Consistent with the *Better Streets Plan* and Vision Zero SF, the site will include the following street types, illustrated in Figure 5.1.1:

- **Neighborhood Commercial Streets** are those where San Franciscans do their daily errands, meet with friends, and shop and play on weekends. Accordingly, they must accommodate a variety of needs, including ample foot traffic as well as short-term parking for customers and loading space requirements for merchants. Neighborhood commercial streets include Humboldt Street, Maryland Street, Georgia Street, and the portion of Delaware Street south of Humboldt Street.
- **Mixed-Use Streets** serve a variety of low-intensity industrial uses in addition to residences, shops, and services. Mixed-use streets are often wide streets, with higher volumes of faster-moving traffic. Their use and character are in a state of constant change. 23rd Street will be a mixed-use street.
- **Alleys** are small-scale streets that typically only carry low numbers of vehicles accessing adjacent properties. Alleys will include Georgia Lane, Louisiana Street, and the portion of Delaware Street north of Humboldt Street. Louisiana Street and the portion of Delaware Street north of Humboldt Street may be shared streets, which are alleys without raised curbs. Craig Lane will be a one-way service alley with curbs and conventional sidewalks.
- **Shared Streets** are alleys without curbs. The goal of designating a shared street is to calm traffic and create a safe environment that encourages public activity. Louisiana Street and the portion of Delaware Street north of Humboldt Street may be shared streets.

STANDARDS

5.1.1 Requirements

Streets shall be designed for SU-30 Single Unit trucks and to accommodate WB-40 Intermediate Semitrailers (therefore WB-40 trucks may need to use adjacent travel lanes in order to turn). Streets shall adhere to the standards and guidelines contained within this section. For specific requirements for each street, see Street Character Sections 5.16 through 5.25.

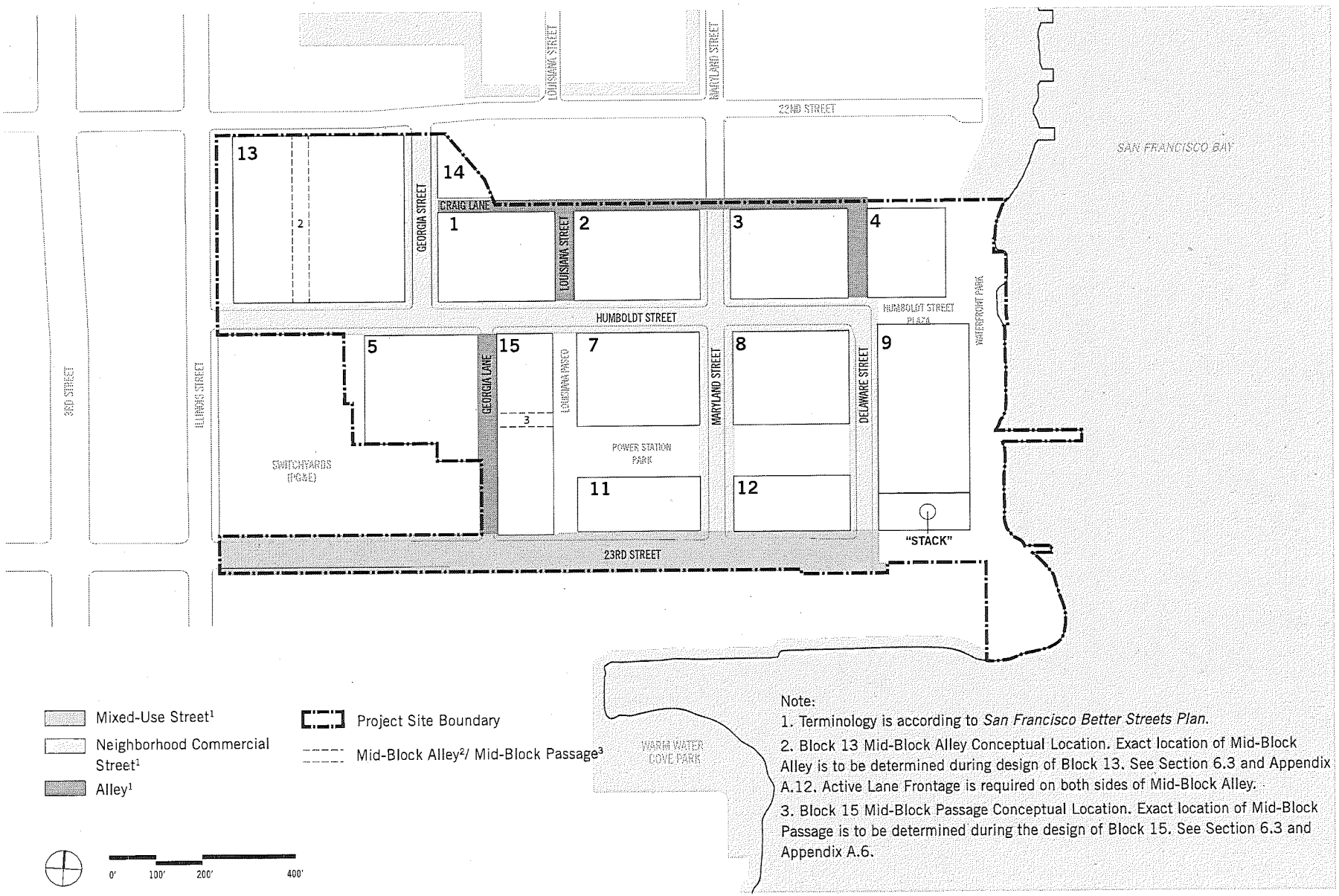
5.1.2 Public Rights-of-Way

Public streets at the Power Station project must comply with Department of Public Works (SF Public Works) standards, and be publicly accessible, subject to reasonable maintenance, operations, repair, and emergency access rights. Refer to Figure 5.13.1 for public rights-of-way planned for the Power Station project.

5.1.3 Signage and Markings

All intersections shall comply with City of San Francisco standards for signage and street markings.

Figure 5.1.1 Street Types



Note:
1. Terminology is according to *San Francisco Better Streets Plan.*
2. Block 13 Mid-Block Alley Conceptual Location. Exact location of Mid-Block Alley is to be determined during design of Block 13. See Section 6.3 and Appendix A.12. Active Lane Frontage is required on both sides of Mid-Block Alley.
3. Block 15 Mid-Block Passage Conceptual Location. Exact location of Mid-Block Passage is to be determined during the design of Block 15. See Section 6.3 and Appendix A.6.

5.2 Pedestrian Network

Sidewalks within public rights-of-way (ROWs) and throughways within open spaces at the Power Station project are designed to prioritize the safety and convenience of pedestrians with highly visible crossings, curb extensions that minimize crossing distances, and ample sidewalk space.

Sidewalks—the area between the curb and the property line—balance pedestrian travel with landscaping, furnishings, lighting, and other elements such as signage and fire hydrants. The following zones, consistent with the *Better Streets Plan*, help organize the aforementioned elements. See Figure 5.2.1 Sidewalk Zones.

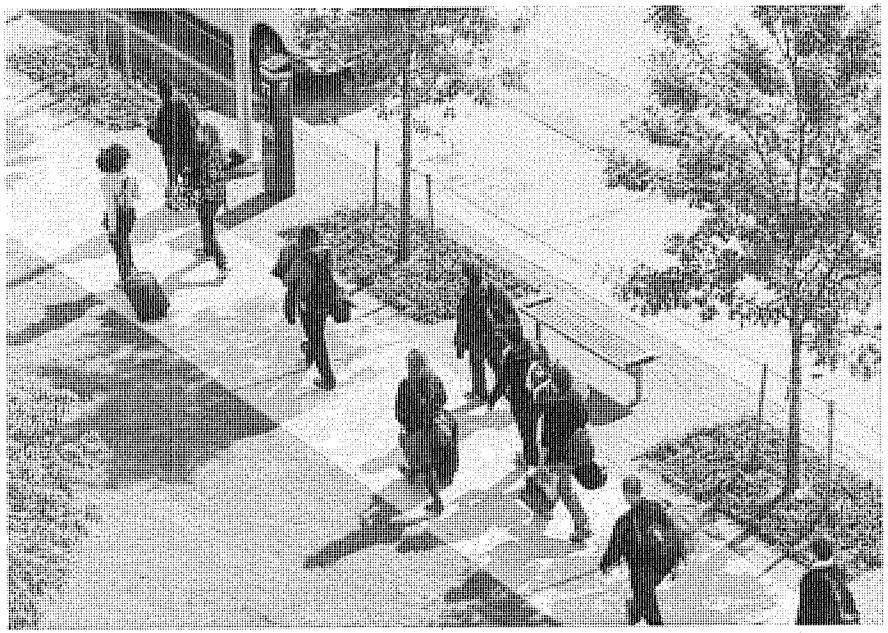
Edge Zone. This area is used for the loading and unloading of people and goods. The edge zone shall be 24 inches in width (measured from the curb or street-edge) and located where there is adjacent parking or loading activities.

Furnishing Zone. This portion of the sidewalk is used for street trees, landscaping, transit stops, street lighting, furniture (such as benches), trash receptacles, bicycle racks, and other amenities. The width of the furnishing zone ranges from 3 to 5 feet, but can be wider as needed.

Throughway Zone. This zone is used for pedestrian travel. The throughway zone, also called the Pedestrian Throughway, varies in width, but is in no event less than 4 feet wide.

Frontage Zone. This area, adjacent to the building, provides a transition from the activity inside the building to that of the street.

Figure 5.2.1 Sidewalk Zones



Furnishing Zone

Throughway Zone

Edge Zone

Frontage Zone

STANDARDS

5.2.1 Pedestrian Throughway

The Pedestrian Throughway shall be an accessible path of travel.

A) On all street types, except for alleys and shared streets, a minimum six-foot-wide Pedestrian Throughway shall be provided.

B) On alleys and shared streets, a minimum 4-foot-wide Pedestrian Throughway shall be provided, with a minimum 5 foot by 5 foot passing zone at a maximum of 200 feet on center. A 6-foot-wide path of travel shall be maintained where feasible. See Street Character sections (5.16 through 5.25) for streetscape details.

5.2.2 Raised Pedestrian Crossings

Raised pedestrian crossings shall be provided in the following locations, illustrated in Figure 5.2.2:

- Where Power Station Park crosses Maryland and Delaware streets;
- At the intersection of Humboldt and Louisiana streets; and
- At the mid-block crossing on Georgia Lane.

The surface, elevation, and design of raised pedestrian crossings shall comply with SF Public Works and SFPUC standards.

At raised crossings, Pedestrian Throughways across the intersection shall be indicated with crosswalks.

5.2.3 Shared Streets

Shared streets apply a continuous single surface treatment across the width of the ROW, with no raised curbs. Louisiana Street and the portion of Delaware Street north of Humboldt Street may be shared streets, as shown in Figure 5.2.2. In the event that these segments north of Humboldt are not shared streets, they would have raised curbs at least 4 inches in height. Additional detail is given in the D4D sections regarding the streetscape of Delaware Street (Section 5.21) and Louisiana Street (Section 5.22).

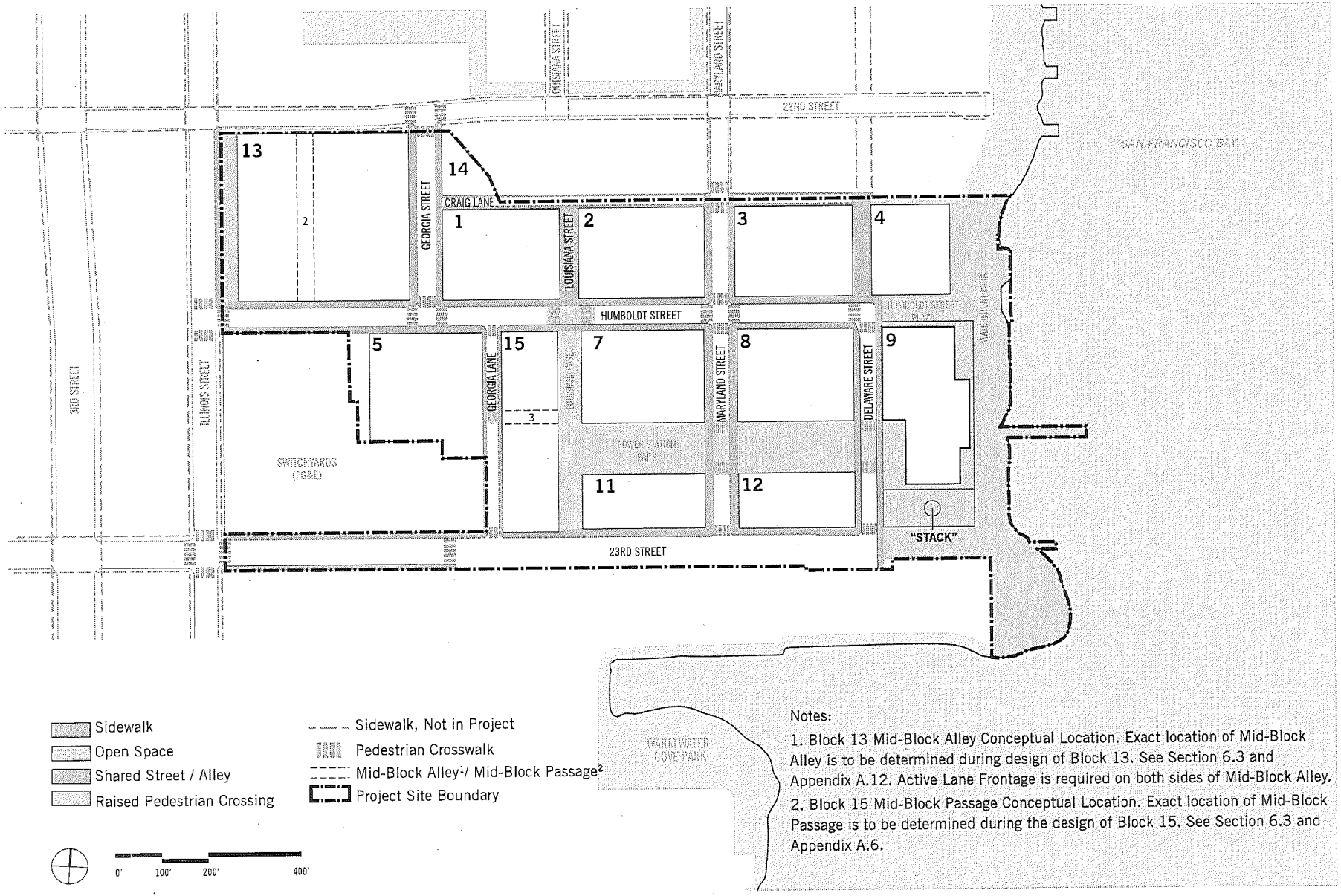
5.2.4 Crosswalks

Crosswalk treatments shall comply with City requirements and with SF Public Works standards. Surfacing of crosswalks shall meet ADA standards.

5.2.5 Bulb-outs

Bulb-outs shall be used wherever feasible based on design vehicle turning movement requirements to decrease pedestrian crossing distances and to create additional space for pedestrians, public seating and furnishing. The width of bulb-outs will be maximized to the extent reasonable based on vehicle turning movements and required utility separation to curb. Bulb-outs shall not be required if they will not be accepted by SF Public Works.

Figure 5.2.2 Pedestrian Network



Notes:

1. Block 13 Mid-Block Alley Conceptual Location. Exact location of Mid-Block Alley is to be determined during design of Block 13. See Section 6.3 and Appendix A.12. Active Lane Frontage is required on both sides of Mid-Block Alley.

2. Block 15 Mid-Block Passage Conceptual Location. Exact location of Mid-Block Passage is to be determined during the design of Block 15. See Section 6.3 and Appendix A.6.

5.3 Bicycle Network

The Power Station project's internal bicycle network is designed to connect cyclists safely and efficiently to destinations within and adjacent to the site (See Figure 5.3.1). Ranging from shared-roadway markings (sharrows) to protected bicycle lanes, all public streets at the Power Station project will include bicycle facilities.

Bicycle Lane Classifications

Class I bikeways, also known as bicycle paths or shared-use paths, are facilities with exclusive right-of-way for bicyclists and pedestrians, situated away from the roadway, and with cross-flows by motor traffic minimized. Some systems provide separate pedestrian facilities. Class I facilities support both recreational and commuting opportunities. Class I facilities are commonly applied along rivers, shorelines, canals, utility rights-of-way, and railroad rights-of-way; within school campuses; and within and between parks.

Class II bikeways are bicycle lanes established along streets and defined by pavement striping and signage that delineates a portion of a roadway for bicycle travel. Bicycle lanes are one-way facilities, typically striped adjacent to motor traffic travelling in the same direction. Contraflow bicycle lanes can be provided on one-way streets for bicyclists travelling in the opposite direction.

Class III bikeways, or bicycle routes, designate a preferred route for bicyclists on streets shared with motor traffic and are not served by dedicated bikeways, in order to provide continuity to the bikeway network. Bicycle routes are generally not appropriate for roadways with higher motor traffic speeds or volumes. Bicycle routes are established by placing bicycle-route signs and optional sharrows along roadways.

A Class IV separated bikeway, often referred to as a cycle track or protected bicycle lane, is for the exclusive use of bicycles, physically separated from motor traffic with a vertical feature. The separation may include, but is not limited to, grade separation, flexible posts, inflexible barriers, or on-street parking. Separated bikeways can provide for one-way or two-way travel. By providing physical separation from motor traffic, Class IV bikeways can reduce the level of stress and improve comfort for more types of bicyclists, and contribute to an increase in bicycle volumes and mode share.

Note: Bicycle lane classifications above are from "*Caltrans Bikeway Classification Guide,*" published July 2017.

Class I Bikeway

Class II Bikeway

Class III Bikeway

Class IV Separated Bikeway

STANDARDS

5.3.1 Waterfront Connection

The Blue Greenway shall conform to the street sections shown in Section 5.16, connecting to bicycle facilities on 23rd Street and Pier 70. Design shall include effective warning cues and controls, per National Association of City Transportation Officials (NACTO), and shall adhere to SFMTA guidelines in order to minimize pedestrian, bicycle, and vehicular conflict. See Section 5.16.

5.3.2 Pier 70 Connection

The Class II bicycle lanes on Maryland Street shall connect to proposed bicycle facilities north of Craig Lane, as shown in Figure 5.17.1. Effective warning cues and controls per NACTO and SFMTA guidelines shall be included in the design of the Maryland Street facility to minimize pedestrian, bicycle, and vehicular conflict when transitioning to and from the Class II to the Class III facility proposed for Pier 70.

5.3.3 Required Bicycle Facilities

A) 23rd Street

A Class IV bicycle facility shall be provided on the north side of the street, extending from Illinois Street to Delaware Street. A Class IV bicycle facility shall be provided on the south side of the street from Illinois Street to Georgia Lane. A Class II bicycle lane shall be provided on the south side of 23rd Street from Georgia Lane to Delaware Street. See Figure 5.3.1.

B) Maryland Street

Class II bicycle lanes shall be provided on the east and west sides of the street. The bikeway design for Maryland Street is tentative. The Project will continue to work with the City towards the design of a separated bikeway within the 64' right-of-way proposed on Maryland Street. Such a design change would be reviewed by City infrastructure agencies and incorporated into City approvals as part of the first Basis of Design submittal.

C) Georgia Lane

A Class II bicycle lane shall be provided on the east side of the street; sharrows shall be provided on the west side of the street.

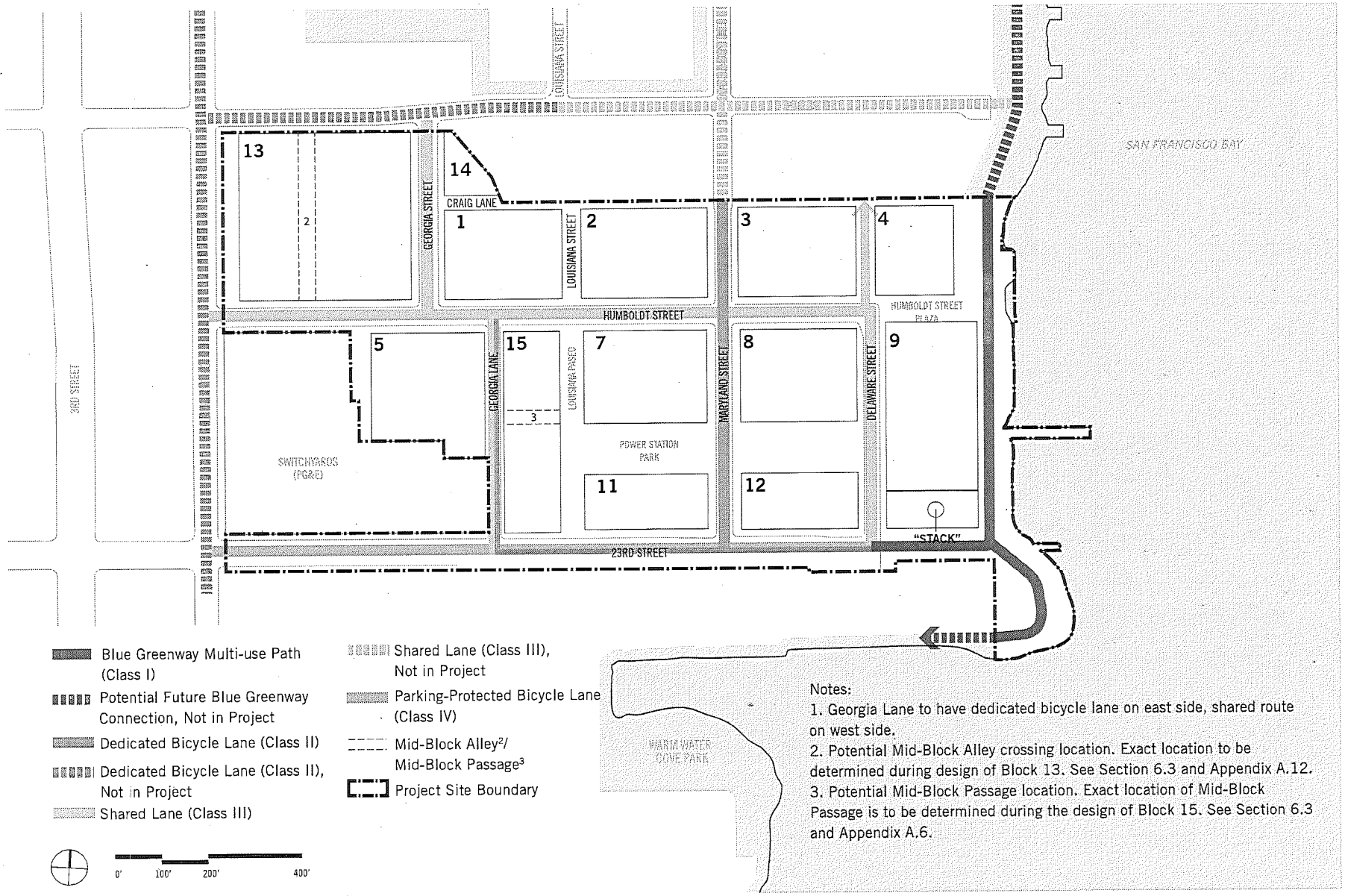
D) Other Streets

A Class III bicycle facility shall be provided on Georgia Street, Georgia Lane (southbound), Humboldt Street, and Delaware Street.

E) Blue Greenway

See Section 4.16 Waterfront Open Spaces Circulation and 5.16 23rd Street.

Figure 5.3.1 Bicycle Network

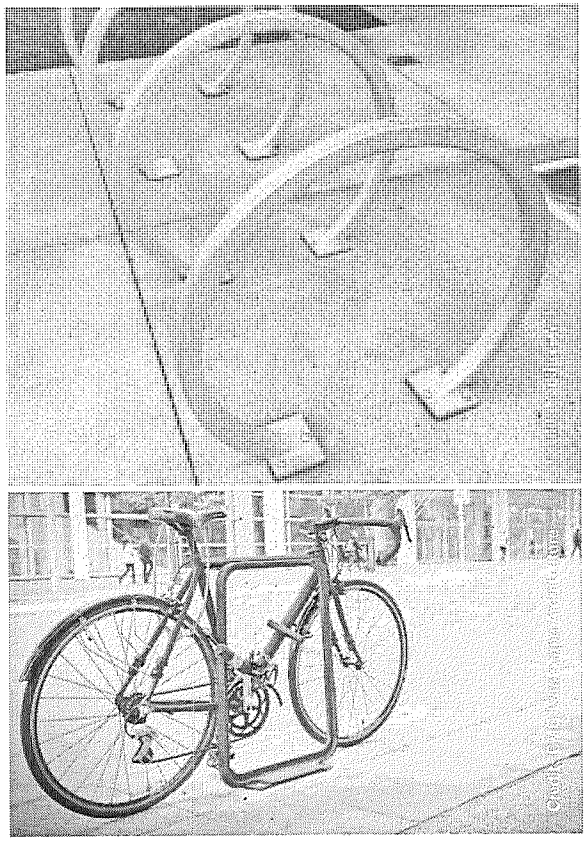


5.4 On-Street Class II Bicycle Parking

STANDARDS

5.4.1 Bicycle Parking

Class II Bicycle Parking shall comply with the ratios, design, and location standards and guidelines described in Section 6.21.



Examples of a Class II bike rack.

GUIDELINES

5.4.2 Bicycle Rack Placement

Bicycle racks shall be provided near major destinations, such as childcare facilities, libraries, transit stops, major shopping and service destinations, as well as other locations with high pedestrian traffic.

Racks should be located either in the furnishing zone or on curb extensions where possible. Racks should not be placed at accessible parking (blue curb) zones, passenger loading zones, or near curb ramps where they might potentially restrict ADA access.

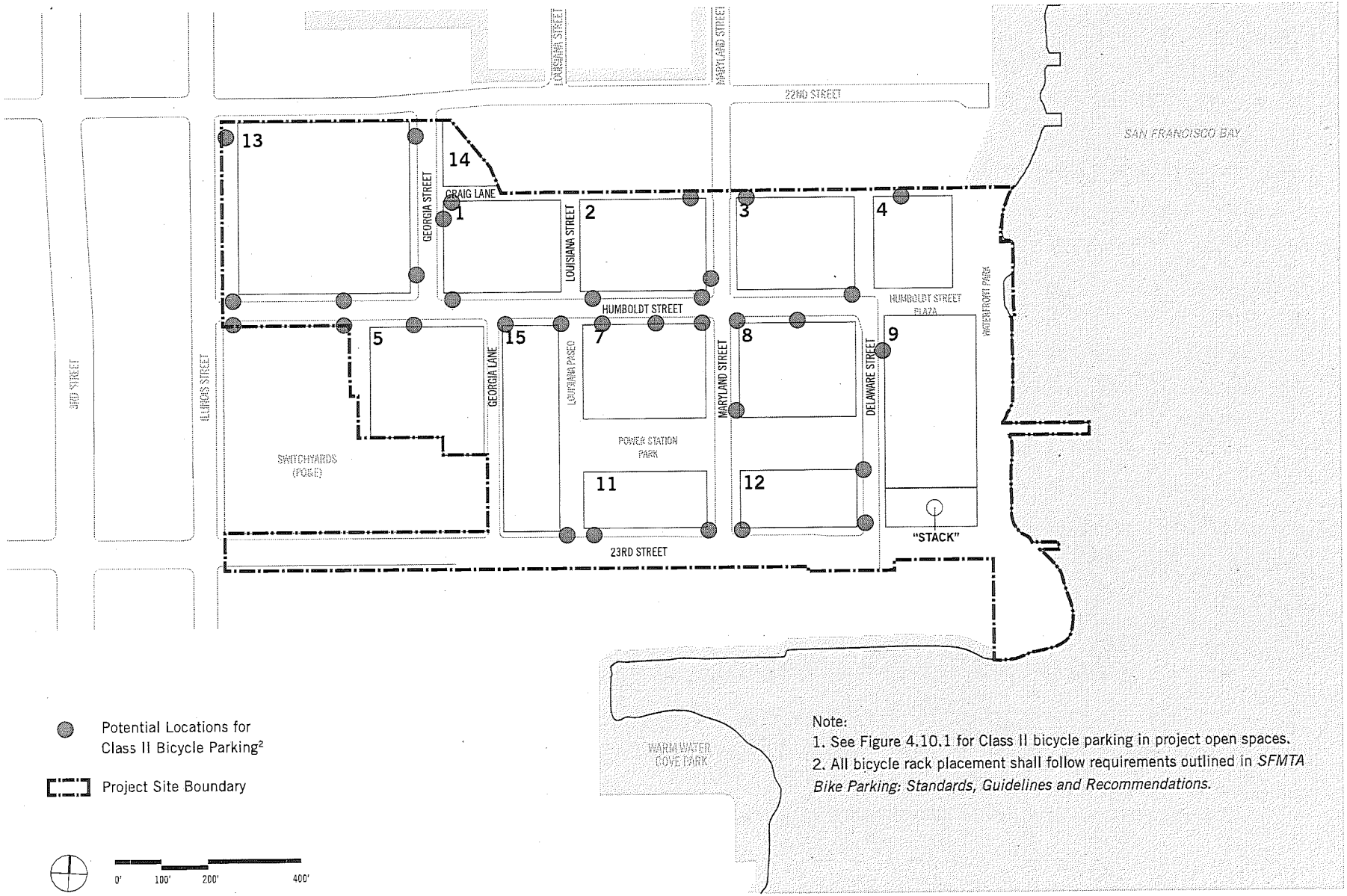
For bicycle rack placement at the Muni transit stop, see SFMTA *Bike Parking: Standards, Guidelines and Recommendations, Appendix E: Bicycle Racks at Transit Stops*, updated December 3, 2015).

Bicycle rack locations shown in Figure 5.4.1 are intended to serve as illustrative guidelines, though Class II bicycle parking shall comply with the standards regarding bicycle parking provided in Section 6.21.

5.4.3 Bicycle Parking Lighting

Bicycle parking areas should be sufficiently lit for safety and functionality. See Section 7.2 for Street Lighting Design.

Figure 5.4.1 On-Street Class II Bicycle Parking



Note:
1. See Figure 4.10.1 for Class II bicycle parking in project open spaces.
2. All bicycle rack placement shall follow requirements outlined in *SFMTA Bike Parking: Standards, Guidelines and Recommendations.*

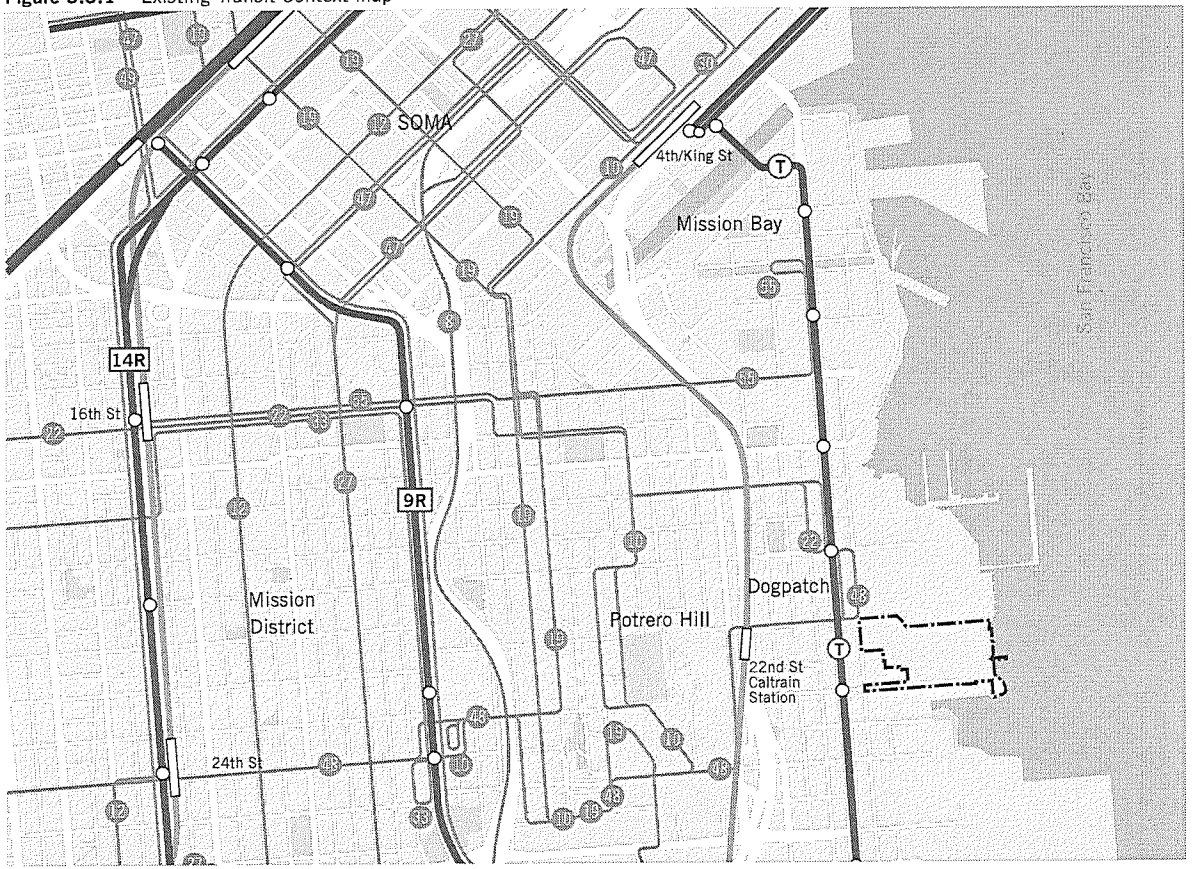
5.5 Transit Network

The Power Station project benefits from close proximity to both regional and local public transit services. A planned Muni bus line will bring the transit system into the site itself, providing a convenient option for accessing the broader City and regional transit networks.

The planned Muni line, the "55," is proposed to run through the site via Maryland, Humboldt, and Delaware Streets, and the Power Station project will provide a terminus on 23rd Street (see Figure 5.5.2 for the proposed route through the site and Figure 5.16.7 for a street cross-section of 23rd Street at the terminus). Although the exact path of the new line outside the site has not been finalized, it is envisioned to continue west of the site through the Dogpatch, lower Potrero Hill, and Mission neighborhoods before connecting to the 16th Street Bay Area Rapid Transit (BART) station and, potentially, the Castro Muni Metro station.

A terminal stop for the 55 is proposed on 23rd Street, adjacent to Block 12 at the Power Station. A transit shelter and restroom for Muni drivers, is planned for Block 12. See Section 6.10.1 Transit Support Facilities for requirements.

Figure 5.5.1 Existing Transit Context Map



BART/Caltrain
Muni Metro Rail
Muni Rapid Bus
Bus
Project Site Boundary

STANDARDS

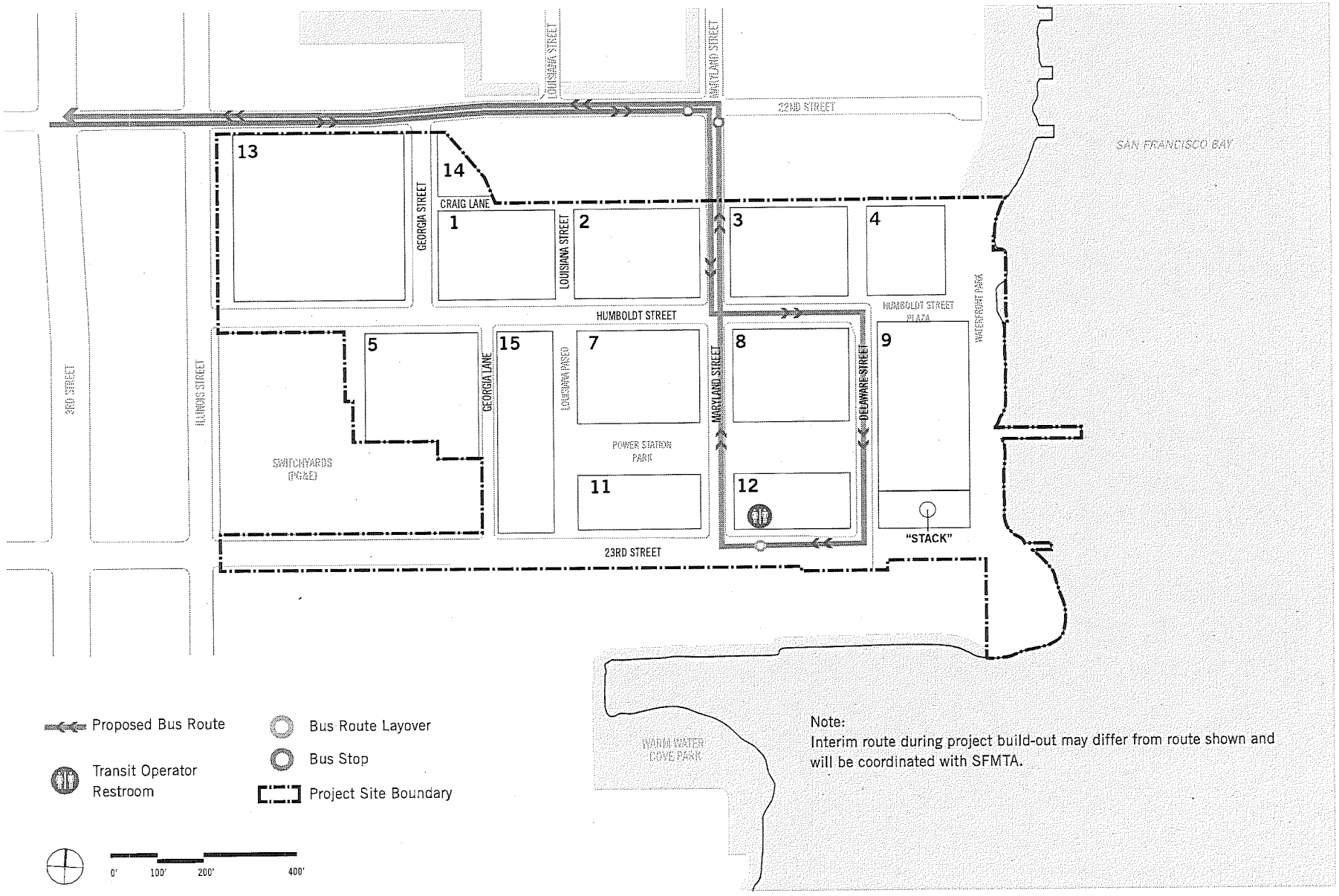
5.5.1 Bus Layover

The bus layover shall meet SFMTA requirements for a terminal stop, which can accommodate two 40-foot buses. See Figure 5.16.7.

5.5.2 Bus Shelter

Due to utility easement constraints, the bus shelter provided at the terminal stop shall be coordinated with the building design on Block 12 (See Section 6.10.1).

Figure 5.5.2 MTA Proposed Bus Route



5.6 Shuttle Network

The project is located close to the region's core rapid transit services. To facilitate adequate connections to BART and Caltrain, the site will provide peak-period shuttle connections at 15 minute intervals to the 16th Street/Mission BART station, with a stop at the 22nd Street Caltrain station. The route of the shuttle may change over time, as approved by the SFMTA.

The shuttle service is intended to supplement SFMTA service, not replace it. As described in Section 5.5, SFMTA's planned 55 bus line will serve the 16th Street/ Mission BART station. Additionally, the agency has approved significant service increases on the T-Line light-rail line, which will provide improved access to downtown. The project will provide sufficient service to meet the needs of residents, employees, and visitors, and in keeping with that commitment, shuttle service consistent with the project's Transportation Demand Management Plan will be provided. Future routes will be coordinated with SFMTA.

See Figure 5.6.1 for the proposed Shuttle Route Plan within the larger city context. See Figure 5.6.2 for the proposed shuttle route on-site. Two routes are shown; the alternate route without the connection through Pier 70 is provided to allow for flexibility during implementation.

Figure 5.6.1 Off-site Shuttle Route in Larger Context

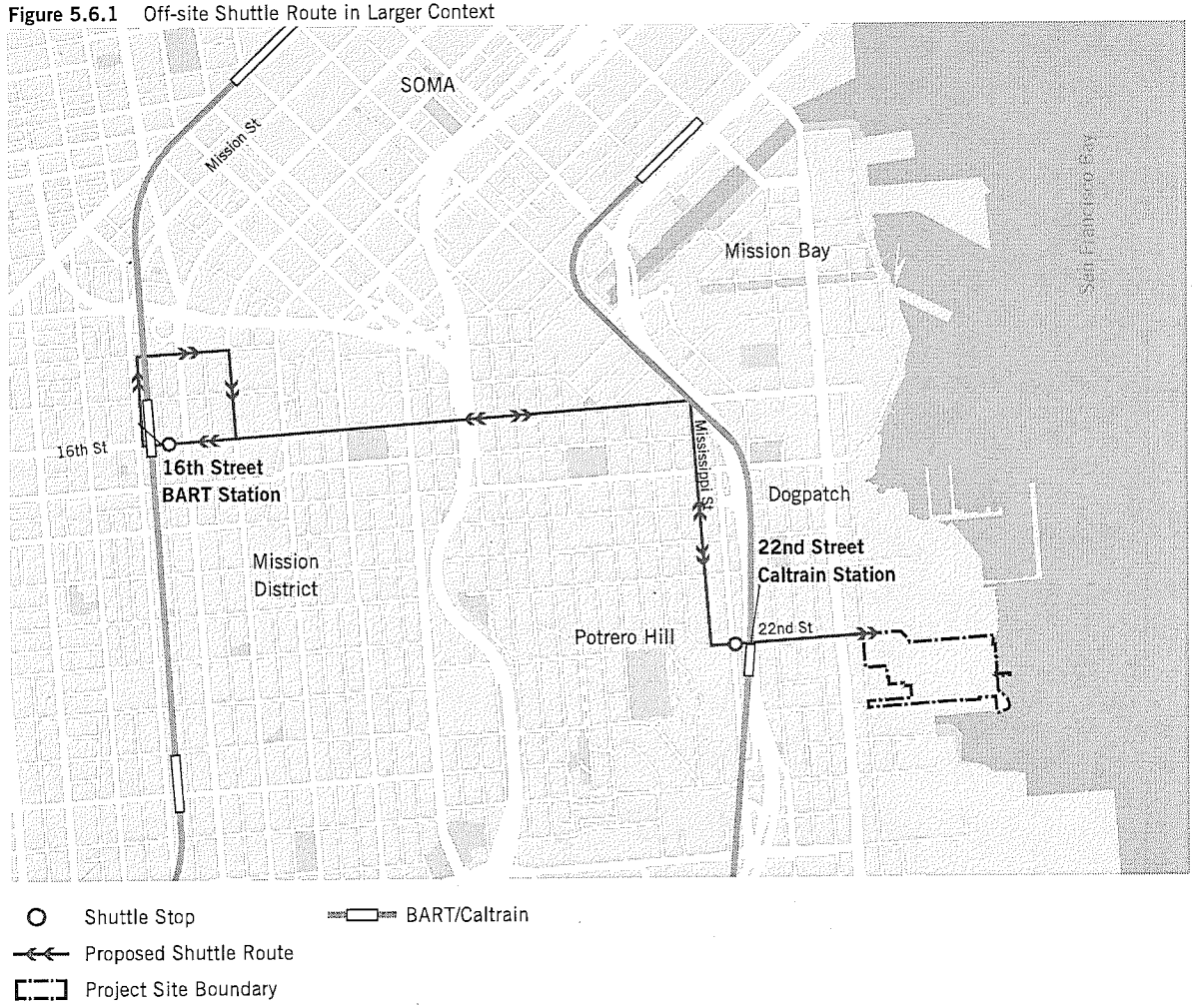
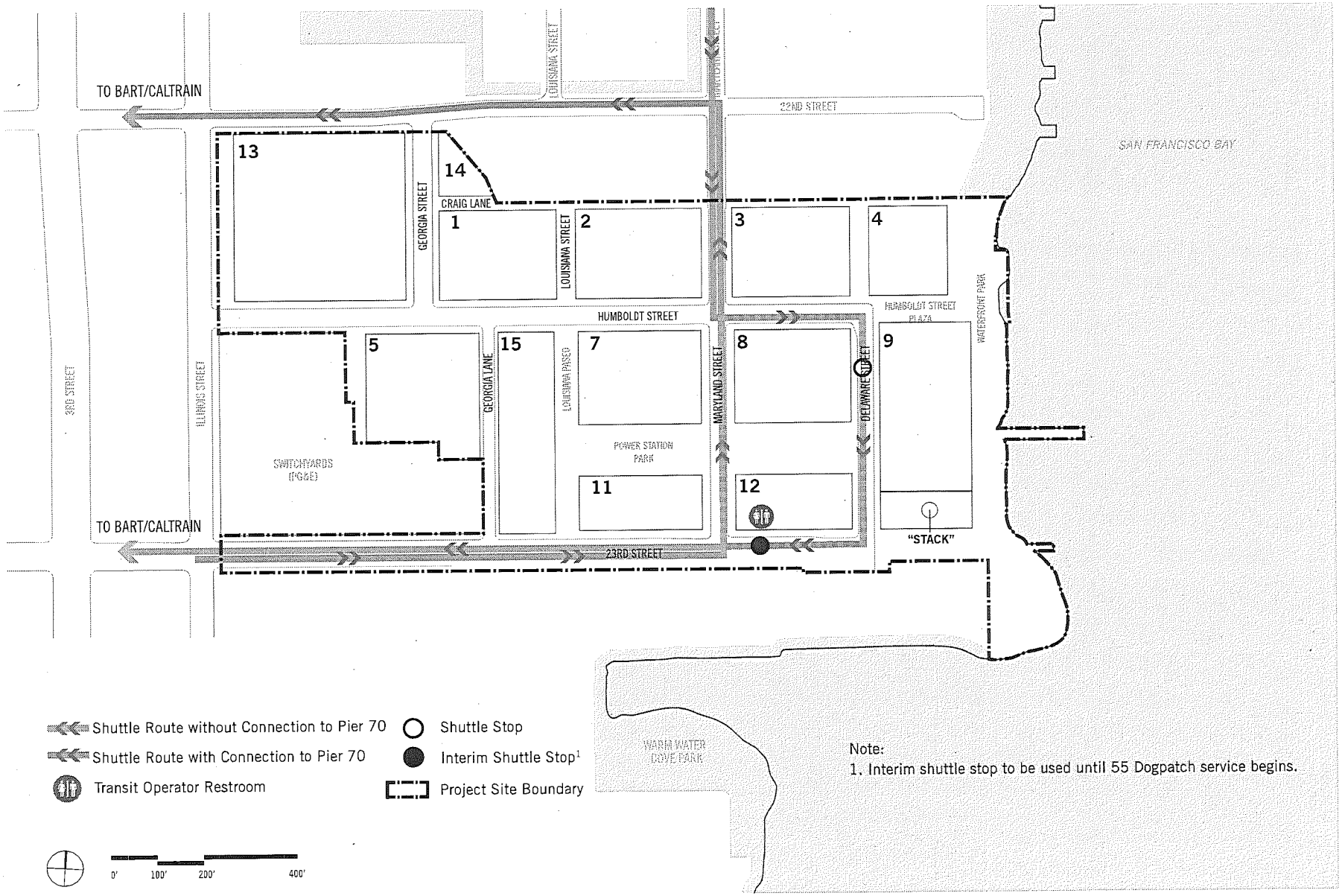


Figure 5.6.2 Proposed Shuttle Routes Within the Site



5.7 Vehicular Network

The Power Station project's street network has been designed as an extension of the City's existing grid. Maryland Street will provide a direct north-south spine for vehicle travel through the site, while Humboldt and 23rd Streets, with their direct connections to Illinois and Third Streets, respectively, will provide east-west connections to and from the site.

Traffic-calming measures will be an important aspect of the vehicular network. Bulb-outs, raised streets and intersections, midblock crossings, special paving zones, and on-street parking will work together to slow vehicular traffic and create a safe environment for non-vehicular modes of travel.

STANDARDS

5.7.1 Vehicular Circulation

All streets at the Power Station project shall have two-way traffic circulation, with the exception of Craig Lane, which shall have one-way traffic in the westbound direction only. Refer to Figure 5.7.1.

5.7.2 Intersections

All stop-controlled and signalized intersections shall adhere to SFMTA standards for signage and street markings. Refer to Figure 5.7.1 and to the Infrastructure Plan.

Where crosswalks at uncontrolled intersections are proposed, an appropriate combination of traffic control strategies, including crosswalk markings, shall be employed to maximize visibility and safe pedestrian crossing.

5.7.3 Traffic Calming

Traffic-calming measures shall include the following:

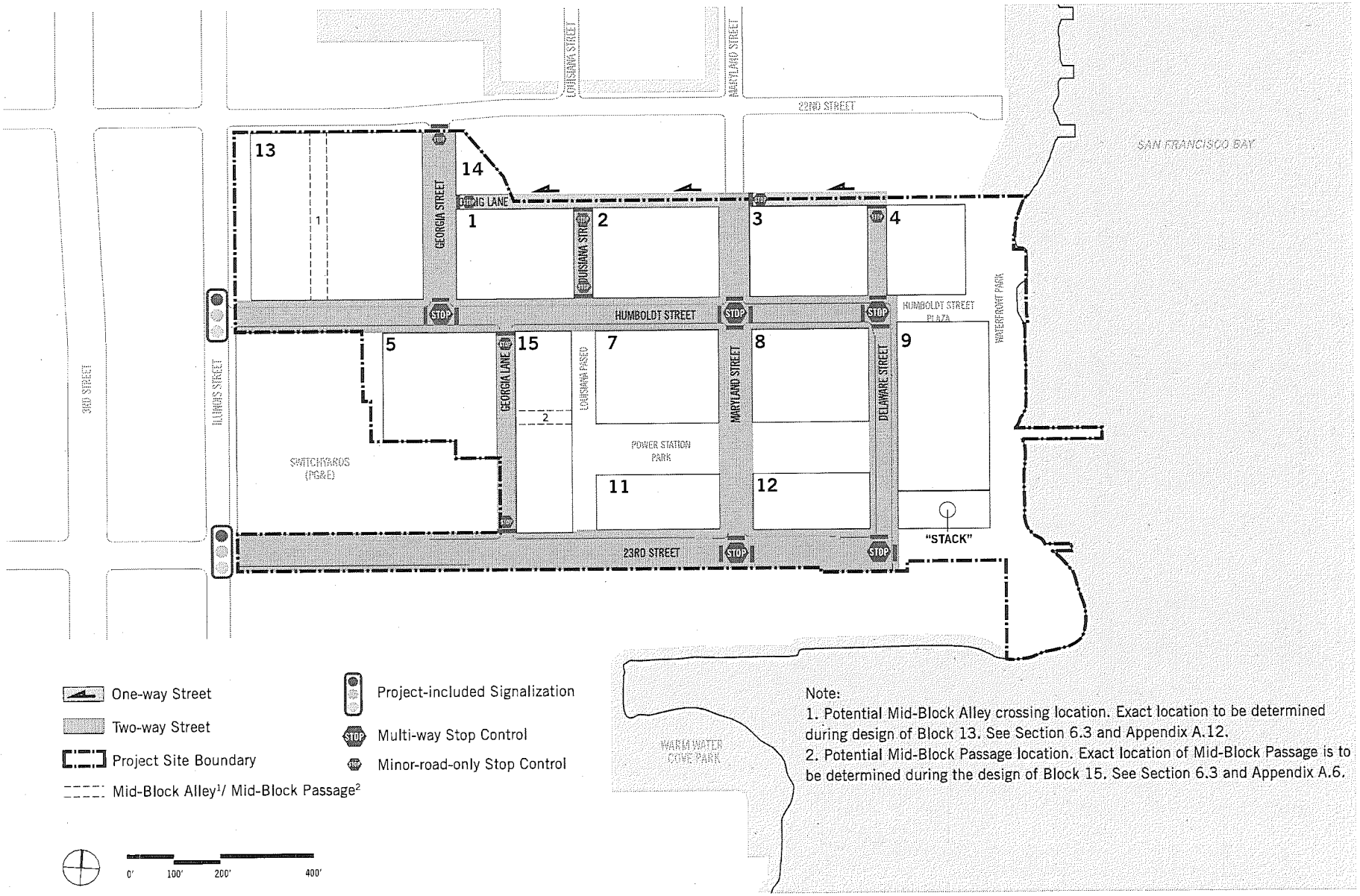
Bulb-outs. See Street Character Sections 5.16 through 5.22 for locations.

Midblock Crossings. See Figure 5.2.2 for locations.

Raised Pedestrian Crossings. See Figure 5.2.2 for locations.

Special Paving. See Section 5.15 for paving strategies.

Figure 5.7.1 Vehicular Network



Note:
1. Potential Mid-Block Alley crossing location. Exact location to be determined during design of Block 13. See Section 6.3 and Appendix A.12.
2. Potential Mid-Block Passage location. Exact location of Mid-Block Passage is to be determined during the design of Block 15. See Section 6.3 and Appendix A.6.

5.8 Emergency Vehicle Access

STANDARDS

5.8.1 Fire Access in Streets

Streets shall provide a minimum 26-foot-wide clear path of travel where indicated in Figure 5.8.1 unless otherwise approved by SFFD. The 26-foot-wide clear path is to be positioned such that the truck ladder turn table can be positioned at least 15 feet and no greater than 30 feet from the building.

The clear-path dimension assumes that parked cars only occupy 7 feet from the adjacent curb, and may include multiple vehicular travel lanes and bicycle lanes. On shared streets, the clear-path dimension may include bollards separating the pedestrian zones from the travel lane.

Each building shall provide the Fire Department with a staging area adjacent to the primary building entrance with a minimum length of 100 feet. This staging area will fall within the 26-foot-wide clear path of travel.

5.8.2 Road Weight Capacity

All pathways provided for emergency vehicles, whether on roadways, in parking structures, or through public parks and passageways, shall support a minimum vehicle weight of 75,000 pounds, including the Blue Greenway, which will provide fire engine, ambulance, and maintenance vehicles access.

5.8.3 Turning Requirement

In accordance with SFFD requirements, intersections shall be designed to accommodate the 57-foot articulated fire truck ("ladder truck") and the FE-30 ("engine"). The truck and engine are permitted to turn into the opposing travel lane provided that a separation of at least 7 feet from the truck to the opposing curb is maintained.

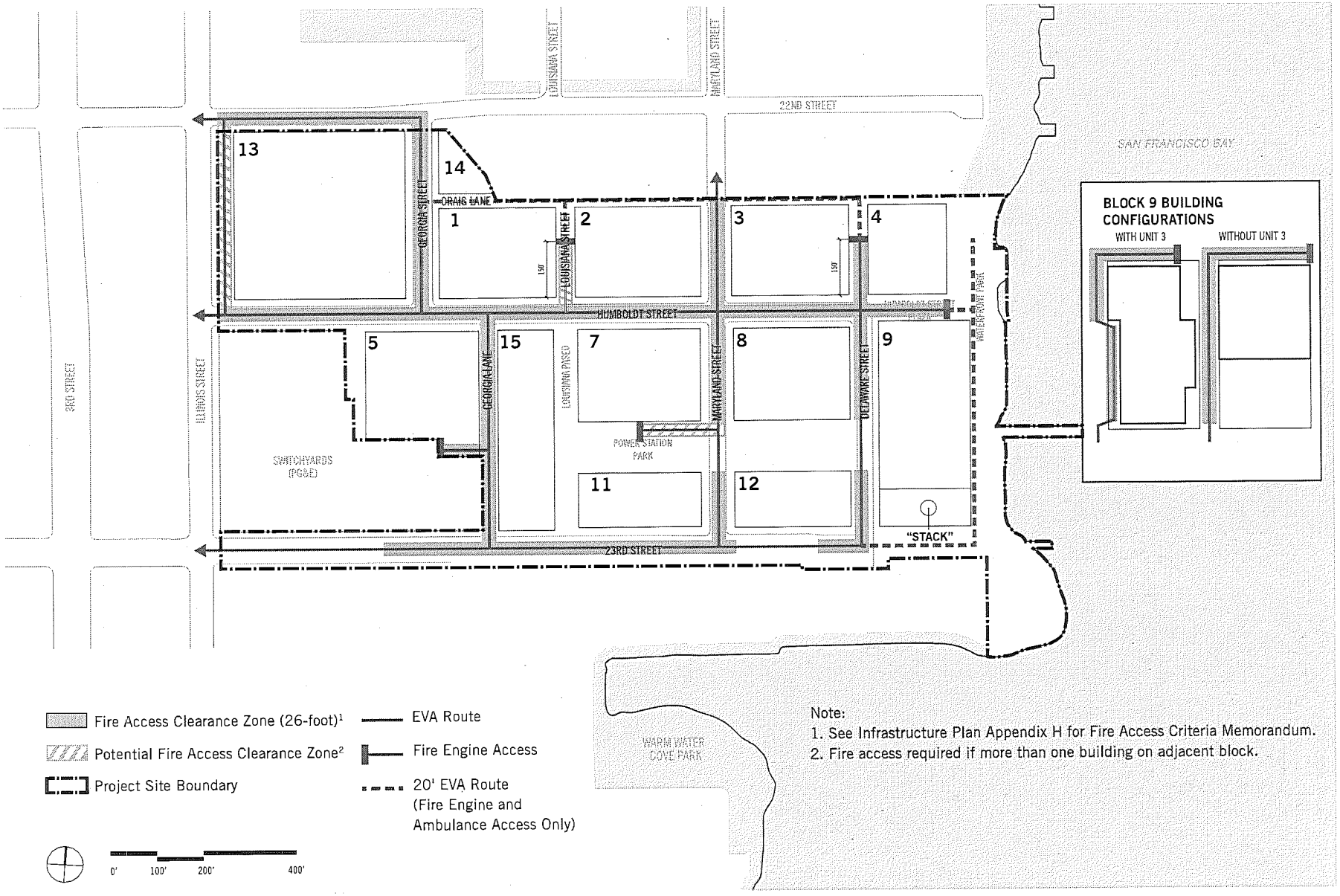
See the appendix of the Infrastructure Plan for fire truck turning movements for the 57-foot ladder truck and engine.

GUIDELINES

5.8.4 Intersections

To accommodate turning movements of SFFD fire engines and trucks, each intersection should be designed to allow for a 7-foot refuge area for vehicles traveling in the opposing direction of travel, which is inclusive of any bicycle facilities that are adjacent to travel lanes (i.e., Classes II and III).

Figure 5.8.1 Emergency Vehicle Access



5.9 Curb Management

The Power Station project has been designed to allocate sufficient space to meet passenger and commercial loading demand, as informed by San Francisco's *Transportation Impact Analysis Guidelines for Environmental Review* (as most recently updated in February 2018). This D4D is also informed by emerging research on the use of ride-hail services by San Francisco County Transportation Authority, entitled "TNCs Today: A Profile of San Francisco Transportation Network Company Activity" (published June 2017).

The site will provide loading facilities through a combination of on- and off-street spaces. On-street loading spaces will be well distributed, with access to each building as appropriate for the planned land uses and building sizes. Curbside loading activities must be balanced with needs for stormwater management, transit and bicycle facilities, driveways for loading docks, and fire access for buildings.

STANDARDS

5.9.1 Curbside Loading

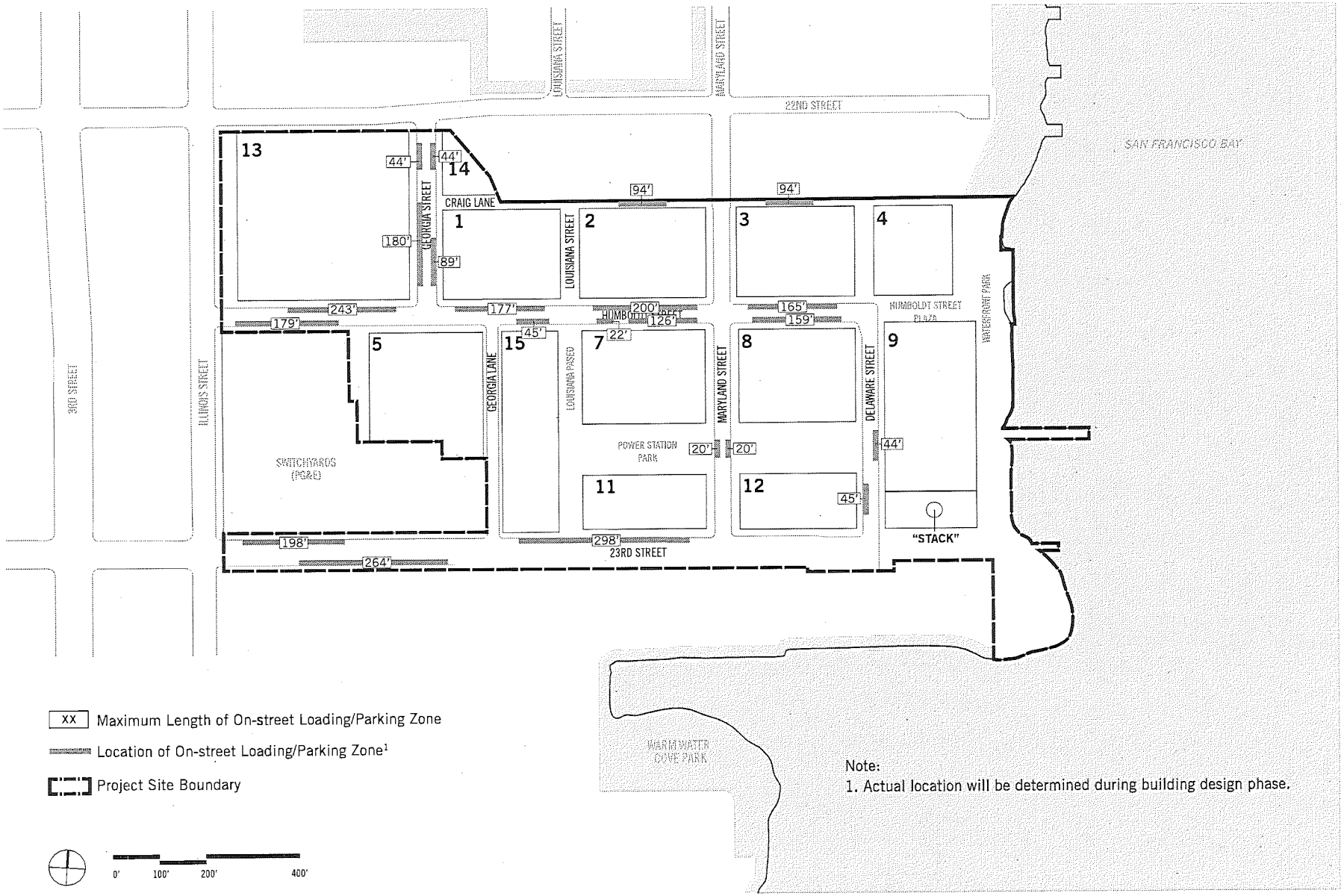
Passenger and commercial loading shall be designated on curbs to meet demand as determined by the SFMTA. Figure 5.9.1 shows curb space available for striping.

See Section 5.10 for universal passenger loading zones and accessible parking standards.

5.9.2 Metered Curb

Meters, where required by SFMTA or Port of San Francisco, shall meet SFMTA or Port of San Francisco guidelines and policies. Where on-street parking is provided, a concrete strip will be maintained within 2 feet from the face of the curb.

Figure 5.9.1 Curb Management



Note:
1. Actual location will be determined during building design phase.

5.10 Universal Passenger Loading Zones and Accessible Parking Stalls

On-street universal passenger loading zones and accessible parking stalls are located at select locations distributed throughout the site, providing convenient access to the site's buildings and open spaces based on proximity and topography. The D4D offers a site-wide approach to, and standard design of, loading and accessible parking zones.

STANDARDS

Accessible paths of travel are provided per Standard Figure 5.2.2.

5.10.1 Universal Passenger Loading

Universal passenger loading zones are spaces equipped with a safe unloading zone and a curb ramp; they may be accessed by anyone on a temporary basis for the purpose of loading or drop off, but not for parking.

Universal passenger loading zones shall be provided in a minimum of eight locations within the site. Where a passenger loading / drop-off zone is provided, it shall be universally accessible and ADA-compliant.

Passenger loading activities shall be limited to five-minute stops, per SFMTA regulations, and drivers must remain within the vehicle. Universal passenger loading zones must be located to provide convenient access to buildings, crosswalks, parks, and open spaces. Potential locations for universal passenger loading zones are shown on Figure 5.10.1.

Figure 5.10.2 provides required dimensions for universal passenger loading zones.

5.10.2 Accessible Parking Stall Distribution

The project shall provide a minimum number of ADA-compliant accessible parking spaces in accordance with the requirements of the ADA and of CBC Chapter 11B (Table 11B-208.2).

Accessible parking stalls shall be distributed throughout the site as much as possible, where there are minimum street and sidewalk slopes, as illustrated in Figure 5.10.2. Potential locations for accessible parking stalls are shown on Figure 5.10.1.

5.10.3 Accessible Parking Stall Dimensions

Dimensions shall be as follows:

- 20-foot stall, adjacent to the sidewalk, clear of objects.
- 10-foot loading area at rear, with SF Public Works-standard curb-ramp.

The striping of public streets for universal passenger loading and accessible parking will ultimately be determined by the SFMTA or Port of San Francisco.

Figure 5.10.1 Potential Universal Passenger Loading Zones and Accessible Parking

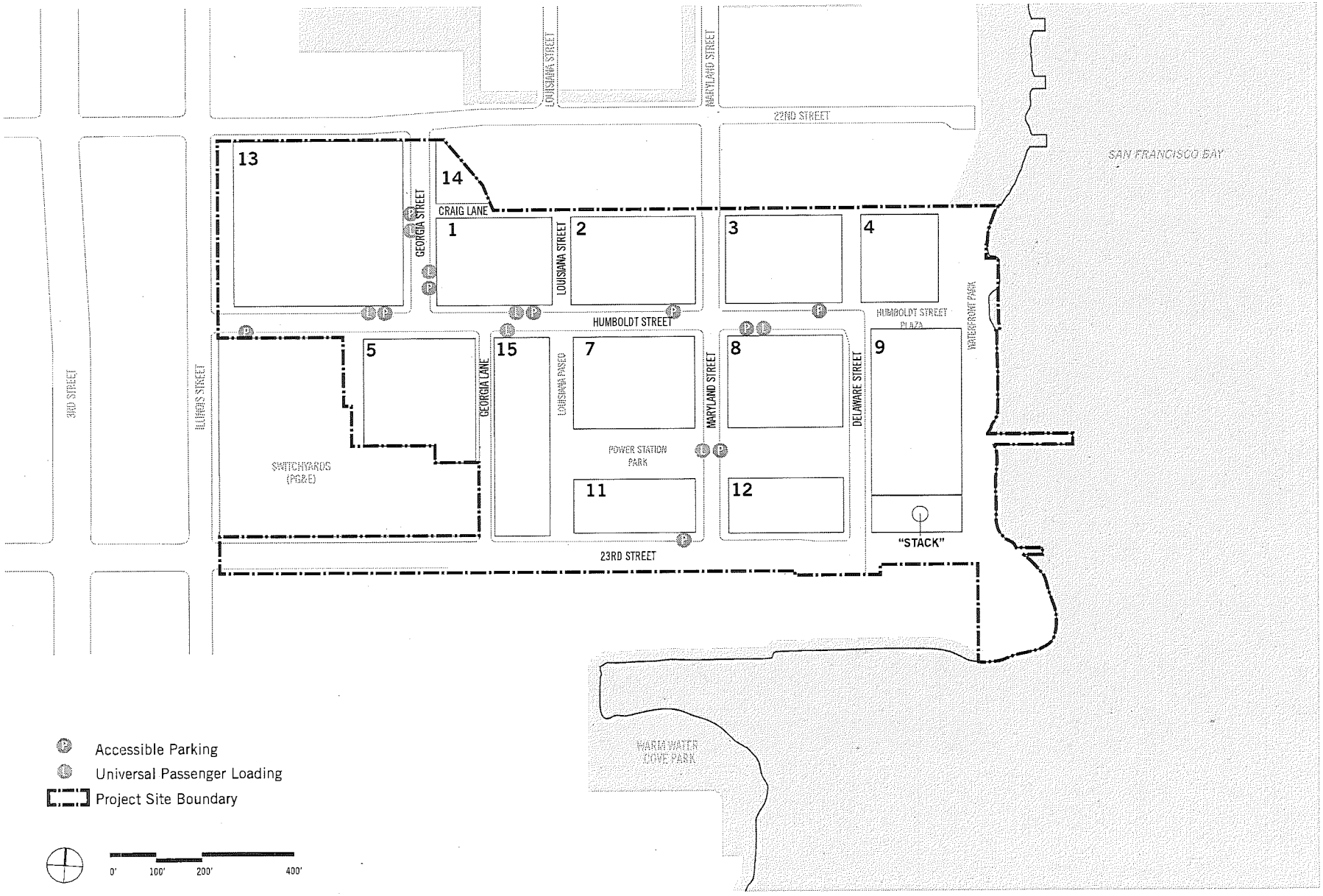
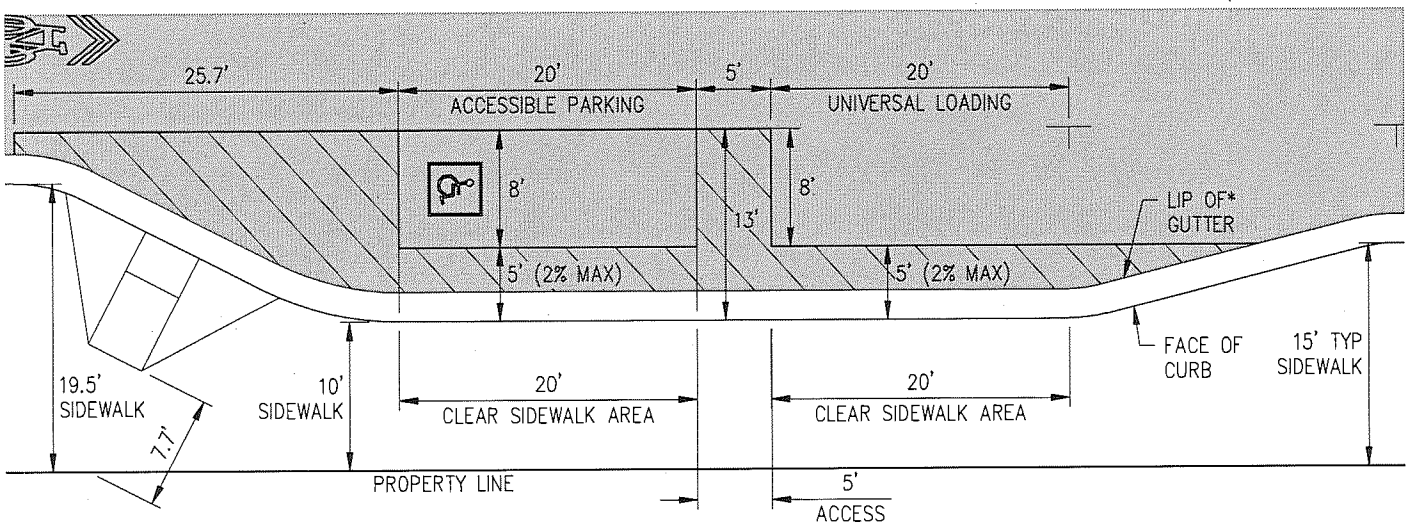


Figure 5.10.2 Universal Passenger Loading Zone and Accessible Parking Stall



NOTE: Transition area is required when adjoining parking stall is 7 feet wide.

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5.11 Urban Forest: Streets

The urban forest at the Power Station project will function ecologically to help achieve the project's goals for sustainability and contribute to a healthy environment. Composition and distribution of a diverse, adaptive urban forest will create a resilient ecological framework to shape varied sensory experiences across the site and provide waterfront and urban habitat.

Trees have been selected and located to provide shade to pedestrian corridors and gathering spaces within the Power Station project's streetscapes, as well as to reduce the urban heat-island effect and to provide habitat for birds and other wildlife.

As street trees are some of the most functional and iconic elements in the streetscape, careful selection is important in creating a successful urban forest.

The following standards and guidelines apply only to areas within the public right-of-way, such as public streets and publicly owned open spaces. For urban forest areas outside of the public realm, such as within privately owned publicly accessible open spaces, refer to Section 4.5, Urban Forest: Parks and Open Space.

STANDARDS

5.11.1 Urban Forest Composition

See Figures 5.11.1 and 5.11.2 for suggested species diversity. Species selected for specific streets shall conform to this general distribution and diversity. No two street types shall have the same species.

5.11.2 Tree Species Selection Standards

Except as stated below, tree species selection shall adhere to standards identified in Section 4.5.3.

If alternative species are chosen, they shall conform to the aesthetic and performance requirements outlined in Figure 5.11.2, and to the irrigation requirements described in Sections 5.12 through 5.13.

5.11.3 Tree Species and Installation and Establishment

A) Soil Volume

Trees shall receive adequate soil volume to sustain long-term health; see Sections 4.5.4.

B) Minimum Installation Size

Large- and medium-size trees shall be installed with a minimum box size of 36 inches. Refer to Figure 5.11.2 for minimum box sizes corresponding to each tree size at installation.

C) Clear Trunk Requirements

See Section 4.5.2(d).

D) Establishment Period

See Section 4.5.2(e).

D) Street Trees adjacent to Bus Travel Lanes

Street tree species adjacent to bus travel lanes shall be selected for upright form so as to not interfere with buses. Branches adjacent to a bus travel lane shall maintain clearance from buses and bus mirrors.

5.11.4 Tree Wells

Tree well sizes and openings have been developed based on the type of trees selected in each location. Each opening shall meet or exceed the tree pit/opening minimum size requirements of 4 feet wide by 6 feet long, with a minimum depth of 3 feet 6 inches. See Sections 5.16 through 5.22 for specific tree well size requirements.

The surface of a tree well shall allow water to penetrate the soil below, as well as protect the tree root zone from compaction. The tree well surface must be installed and maintained to be flush with adjacent sidewalk paving and comply with SF Public Works guidelines. In all cases, crushed stone mulch or groundcover planting shall be placed at tree well surfaces. See annotated block plans in Sections 5.16 through 5.22 for location of tree-pit surface types.

5.11.5 Tree Grates

Tree grates shall be used only where accessible surface is required for adequate Pedestrian Throughway widths. Tree grates are generally not preferred, but may be used on streets or Alleys, as a way to augment an accessible path of travel or as otherwise required in the D4D. Where provided, tree grates shall meet ADA accessible path-of-travel guidelines and shall be flush with adjacent sidewalks and other pedestrian areas. Tree grates shall be reviewed and approved by SFPW-BUF.

5.11.6 Street Tree Placement

Street trees shall be generally placed within the furnishing zones as shown in Figure 5.2.1. The ultimate street tree locations shall be selected in accordance with required clearances for utilities, street lights, and other streetscape elements.

Figure 5.11.1 Urban Forest: Streets

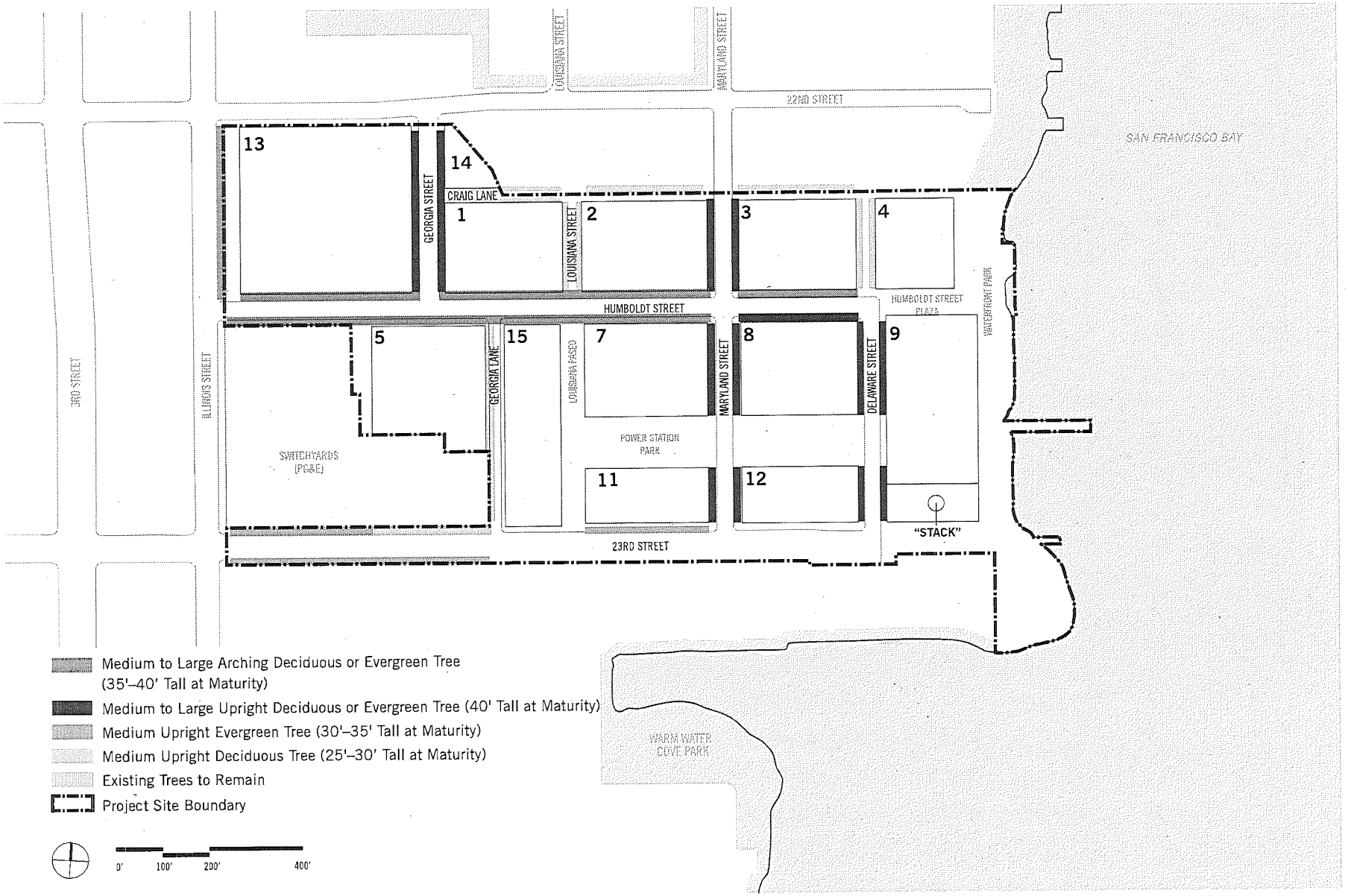
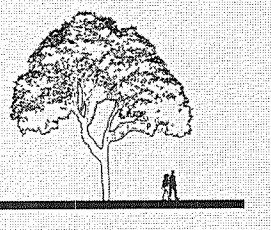


Figure 5.11.2 Tree Species Selection

HUMBOLDT STREET

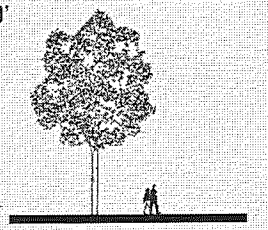
35-40'



- Medium to large Evergreen or Deciduous tree (35 to 40 feet tall at maturity)
- Minimum 36-inch box at installation
- Arching, graceful form, with special ornamental character if possible
- Tolerances: medium wind tolerance; tolerant of part- to full-shade; healthy in paving, with minimal root disruption at sidewalk
- Low water use
- Recommended species: Victorian Box [*Pittosporum undulatum*], California Pepper [*Schinus molle*], Cork Oak [*Quercus suber*]

DELAWARE STREET
MARYLAND STREET
GEORGIA STREET
HUMBOLDT STREET AT BUS TRAVEL LANE

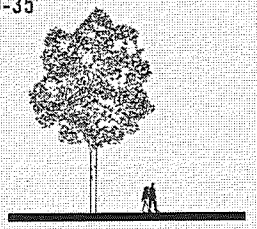
40'



- Medium to large Evergreen or Deciduous tree (to 40 feet tall at maturity)
- Minimum 36-inch box at installation
- Upright Form
- Tolerances: medium wind tolerance; tolerant of part- to full-shade; healthy in paving, with minimal root disruption at sidewalk
- Low water use
- Recommended species: Brisbane Box [*Lophostemon confertus*], Water Gum [*Tristaniopsis laurina*], African Fern Pine [*Afrocarpus gracilor*]

23RD STREET

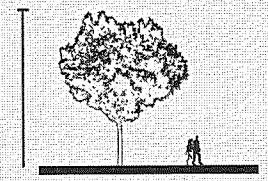
30-35'



- Medium to Large Evergreen tree (30 to 35 feet tall at maturity)
- Minimum 36-inch box at installation
- Upright form
- Tolerances: high wind tolerance; tolerant of coastal environment; healthy in paving
- Low water use
- Recommended species: Brisbane Box [*Lophostemon confertus*], Melaleuca [*Melaleuca quinquenervia*], Norfolk Island Hibiscus [*Lagunaria patersonii*], African Fern Pine [*Afrocarpus gracilor*]

LANES AND ALLEYS

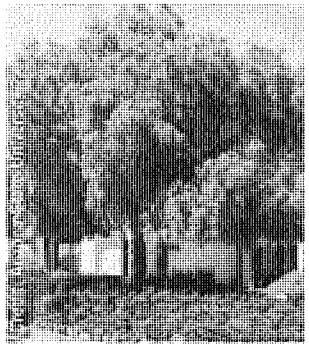
25'-30'



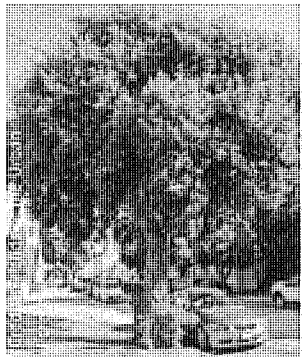
- Medium Deciduous (25 to 30 feet tall at maturity)
- Minimum 36-inch box at installation
- Upright form with fall and summer interest; Iconic seasonal ornamental character in leaf or flower
- Delicate leaf; medium-fine textured canopy
- As uniform as possible; close spacing
- Tolerances: medium wind tolerance; tolerant of part-shade conditions; healthy in paving, with minimal root disruption at plaza paving
- Low water use
- Recommended species: Chinese Pistache [*Pistachia chinensis* 'Keith Davey'], Ginkgo [*Ginkgo biloba* 'Autumn Gold-Fruitless'], Golden Rain Tree [*Koelreutia bipinnata*]

HUMBOLDT STREET

Victorian Box
[*Pittosporum undulatum*]

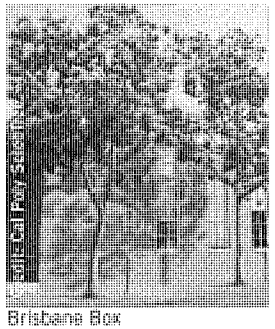


California Pepper [*Schinus molle*]

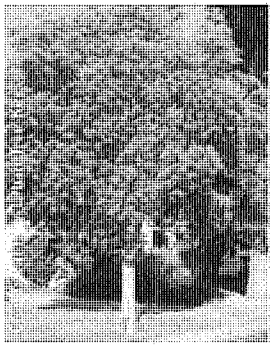


Cork Oak [*Quercus suber*]

DELAWARE STREET
MARYLAND STREET
GEORGIA STREET



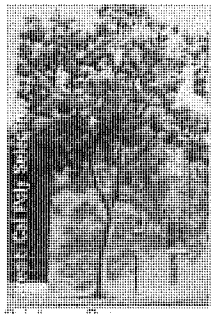
Brisbane Box
[*Lophostemon confertus*]



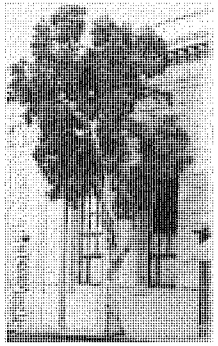
Water Gum [*Tristaniopsis laurina*]

African Fern Pine
[*Afrocarpus gracilor*]

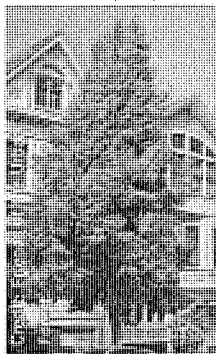
23RD STREET



Brisbane Box
[*Lophostemon confertus*]

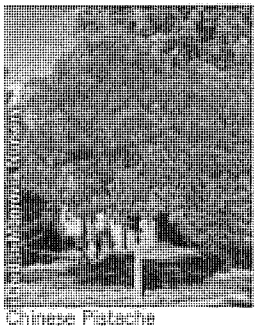


Melaleuca
[*Melaleuca quinquenervia*]

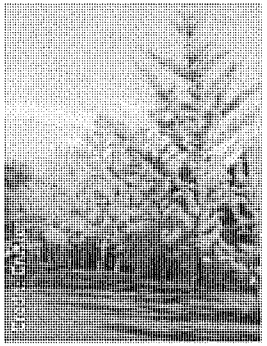


Norfolk Island Hibiscus
[*Lagunaria patersonii*]

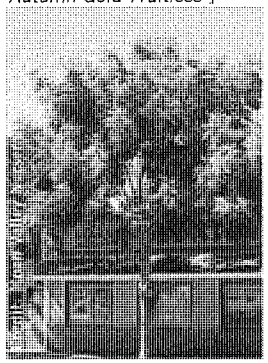
LANES AND ALLEYS



Chinese Pistache
[*Pistachia chinensis 'Keith Davey'*]



Ginkgo [*Ginkgo biloba ' Autumn Gold-Fruitless'*]



Golden Rain Tree
[*Koelreutia bipinnata*]

STANDARDS

5.11.7 Soil Composition
Tree well planting soil for back-fill within tree pits shall be sandy loam soil, unless an alternative soil composition is required to provide a healthy and fertile root zone.

5.11.8 Staking
Manufactured wood or steel staking systems shall be used to stake trees, if required, during the establishment period (i.e., if prevailing wind conditions threaten stability of new planting). Refer to the 2018 SF Public Works Bureau of Urban Forestry guidelines for tree staking.

5.11.9 Street Trees and Lighting
Per SFPUC standards: large trees shall be located at a minimum of 21 feet from street lights; medium trees shall be located at a minimum of 15 feet from street lights; small trees shall be placed at a minimum of 9 feet from street lights. Tree size is defined per SF Public Works Bureau of Urban Forestry standards.

5.11.10 Street Trees at Intersections
Street trees shall be located at a minimum of 25 feet from pedestrian crossings on approach, and 10 feet from pedestrian crossings on exit, measured from the centerline of the trunk. See Figure 5.11.4.

5.11.11 Irrigation
Landscaped areas over 10,000 square feet in size shall be irrigated with non-potable water to the extent permitted by SFPUC and state law. (See discussion of site irrigation in Section 4.8).

GUIDELINES

5.11.12 Soil Volume
See Section 4.5.4

5.11.13 Irrigation
Centrally controlled automatic drip irrigation should be provided to each tree for establishment irrigation during the first three years. Following that period, tree irrigation may be reduced or eliminated.

5.11.14 Tree Grates
Tree grate materials should be selected for durability and artful design. Recommended materials include decorative cast-iron that weathers naturally, or is pre-weathered with a hot oil protective coating to prevent staining of adjacent paving.

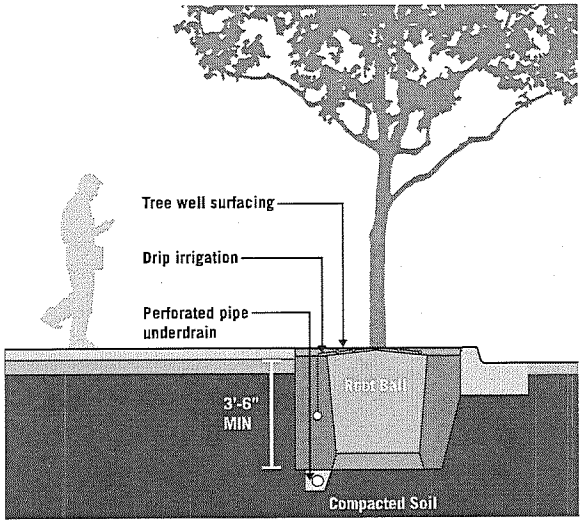
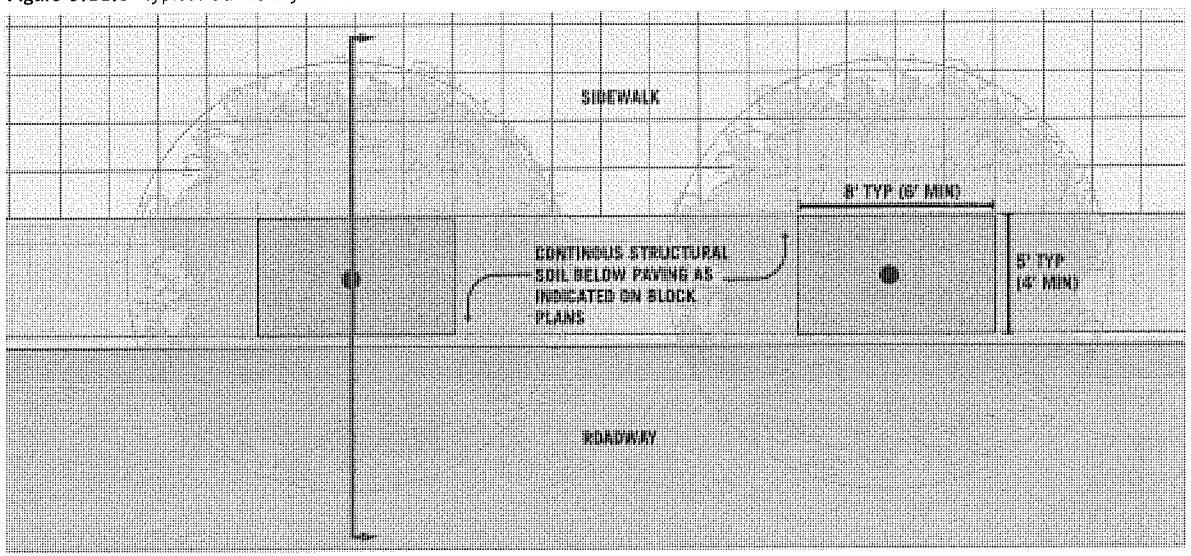


Figure 5.11.3 Typical Street Layout Plan

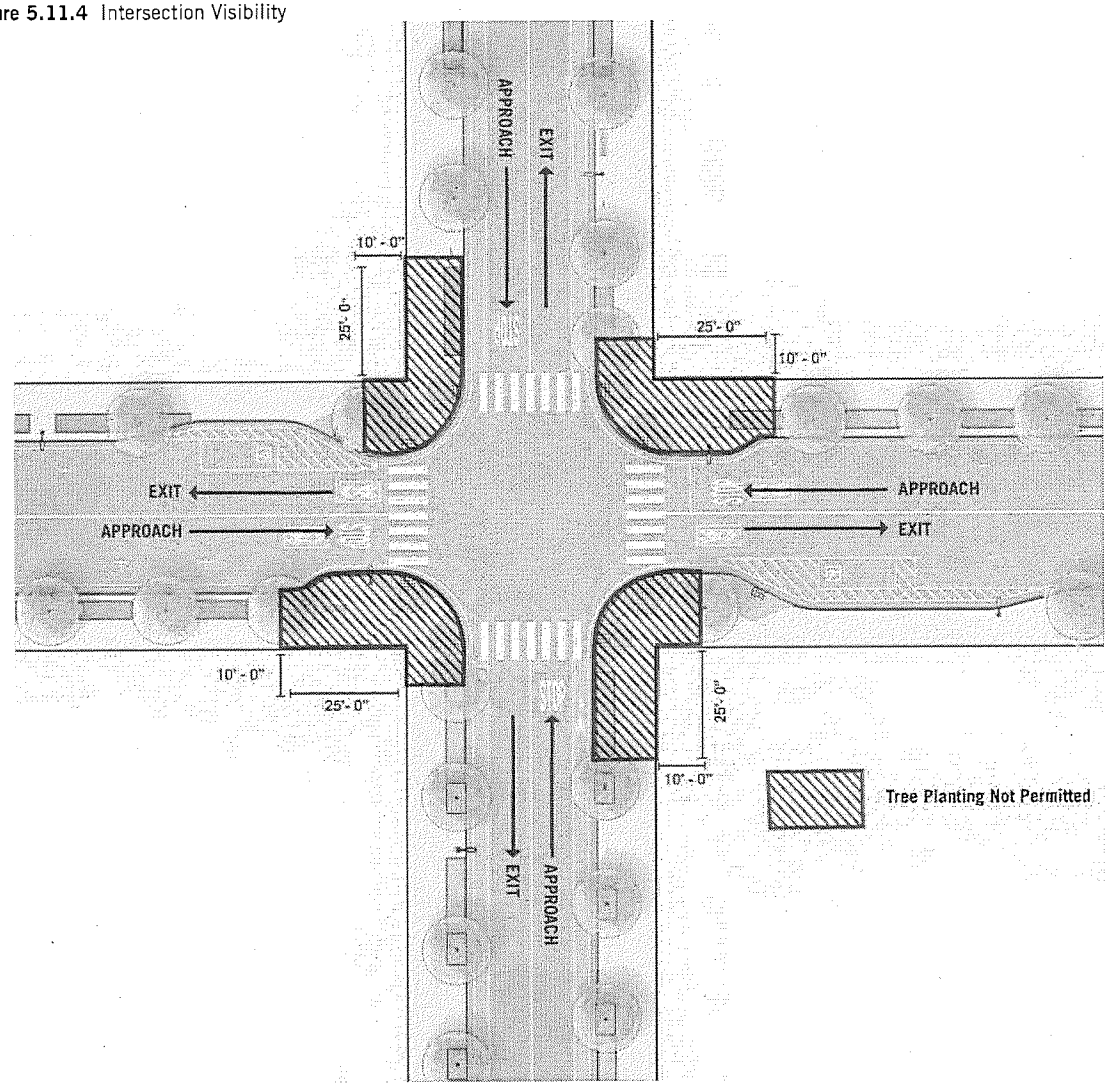


CONSIDERATIONS

5.11.15 Habitat and Wildlife Connections

The urban forest may be used to provide habitat and improve wildlife connections. Prioritize the location of habitat-supportive trees along pedestrian-oriented streets. Consider using the San Francisco Plantfinder database to find drought-tolerant plants that support habitat for this specific area of the city. Species that provide habitat opportunities for birds and other small wildlife are encouraged. Tree species for each segment of the streets network shall be selected in consultation with a certified arborist.

Figure 5.11.4 Intersection Visibility



5.12 Streetscape Planting

Streetscape plantings enhance the identity of a street network and provide opportunities for adding distinctive character to special districts within a greater neighborhood context. The following palette represents an array of locally-adapted species, both native to the area and suitable to Mediterranean climates, notable for their interesting form, flower, foliage, and urban resilience.

STANDARDS

5.12.1 Planting Strips with Street Trees
To allow adequate space for healthy tree growth, planting strips with street trees shall be a minimum of 4 feet in width, with the tree centered and placed at a minimum of 18 inches from the edge of curb. See Section 5.11 for urban forest standards and guidelines.

5.12.2 Planting Strips
Streetscape plantings shall be permitted on all streets, with the exception of the portions of 23rd Street that have utility easement conflicts.

Planting strips without street trees shall be a minimum of 4 feet in width.

Where sidewalk width is less than 10 feet, 3-foot-wide planting strips are permitted if a minimum 4-foot Pedestrian Throughway can be provided.

5.12.3 Non-Potable Irrigation
Non-potable irrigation shall be used. See Section 4.8 for irrigation standards.

GUIDELINES

5.12.4 Streetscape Planting Composition
See Figure 5.12.1 for suggested species diversity. Species selected for specific areas shall conform to this general distribution and diversity for the Power Station streetscape.

5.12.5 Streetscape Planting Selection
Streetscape planting should use regionally-appropriate, native, and/or adaptive species to limit irrigation demand. General guidelines for understory planting species are as follows:

- Compatibility with site soils and microclimates;
- Durability in urban settings;
- Low water-usage;
- Compatibility with co-located street trees;
- Low maintenance needs;
- Meeting street service needs (such as biofiltration);
- Seasonal interest;
- Ecological benefits.

The plant palettes provided in this document express a design intention, and should guide the selection of plants throughout the site, as determined within the subphase of each development area.

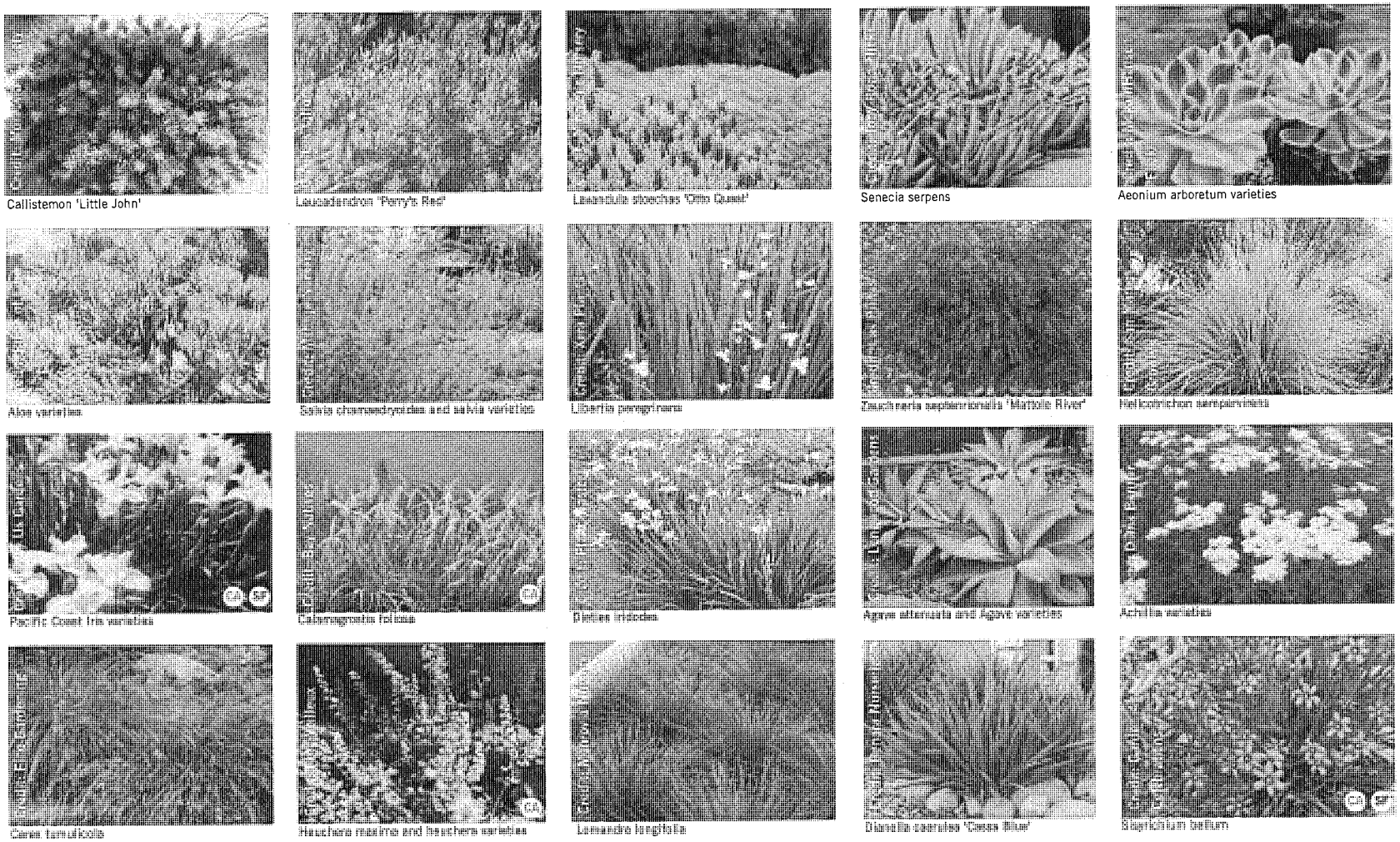
CONSIDERATIONS

5.12.6 Streetscape Planting Selection
Consider using streetscape planting that supports local habitat. Trees and plants should contribute to the goal of biodiversity and increased habitat value. Species with habitat value include those that provide nectar and fruit for insects and birds, and shelter for birds. Plant selection and design should also contribute to the goal of reducing the carbon footprint of the project.

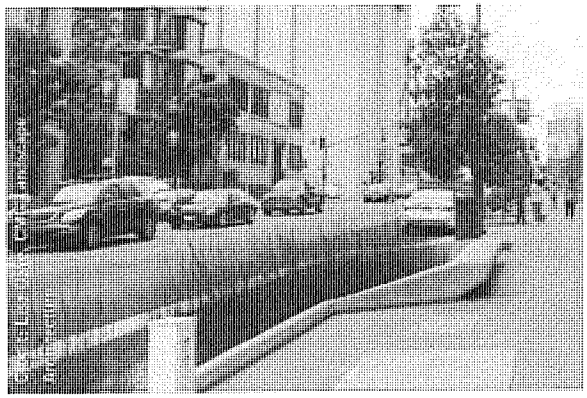
5.12.7 Multistory Planting
For streetscapes with limited space for street-level vegetation, consider planting palettes with varying plant heights to increase habitat benefit and biodiversity.

5.12.8 Support Pollinator Habitat
Where possible, design streetscape planting that supports pollinator habitat. Select brightly colored, native plants that flower across multiple seasons. A minimum planting area of 20 square feet is encouraged, with access to full sun. Consider placement near building entrances and/or seating areas, for increased visibility and access by residents and visitors.

Figure 5.12.1 Example Streetscape Plant Species for Ground-Level Planting



5.13 Stormwater Management



Example steetscape stormwater planters, with and without integrating seating elements.

STANDARDS

Except as stated below, Stormwater Management Section 4.7 shall apply. See Figure 5.13.1.

5.13.1 Streetscape Stormwater Treatment Planter Design

Stormwater management planters within the streetscape shall adhere to accessibility and safety standards, with minimum 6-inch curbs protecting pedestrians from trip and fall hazards. The level of planted surfaces within stormwater management planters shall be no greater than 18 inches below the surface of the adjacent sidewalk. Design of steetscape stormwater planters shall be generally consistent across the project area. Planters shall be located 2 feet from face of curb for parking step-out and parking meters.

5.13.2 Site Irrigation

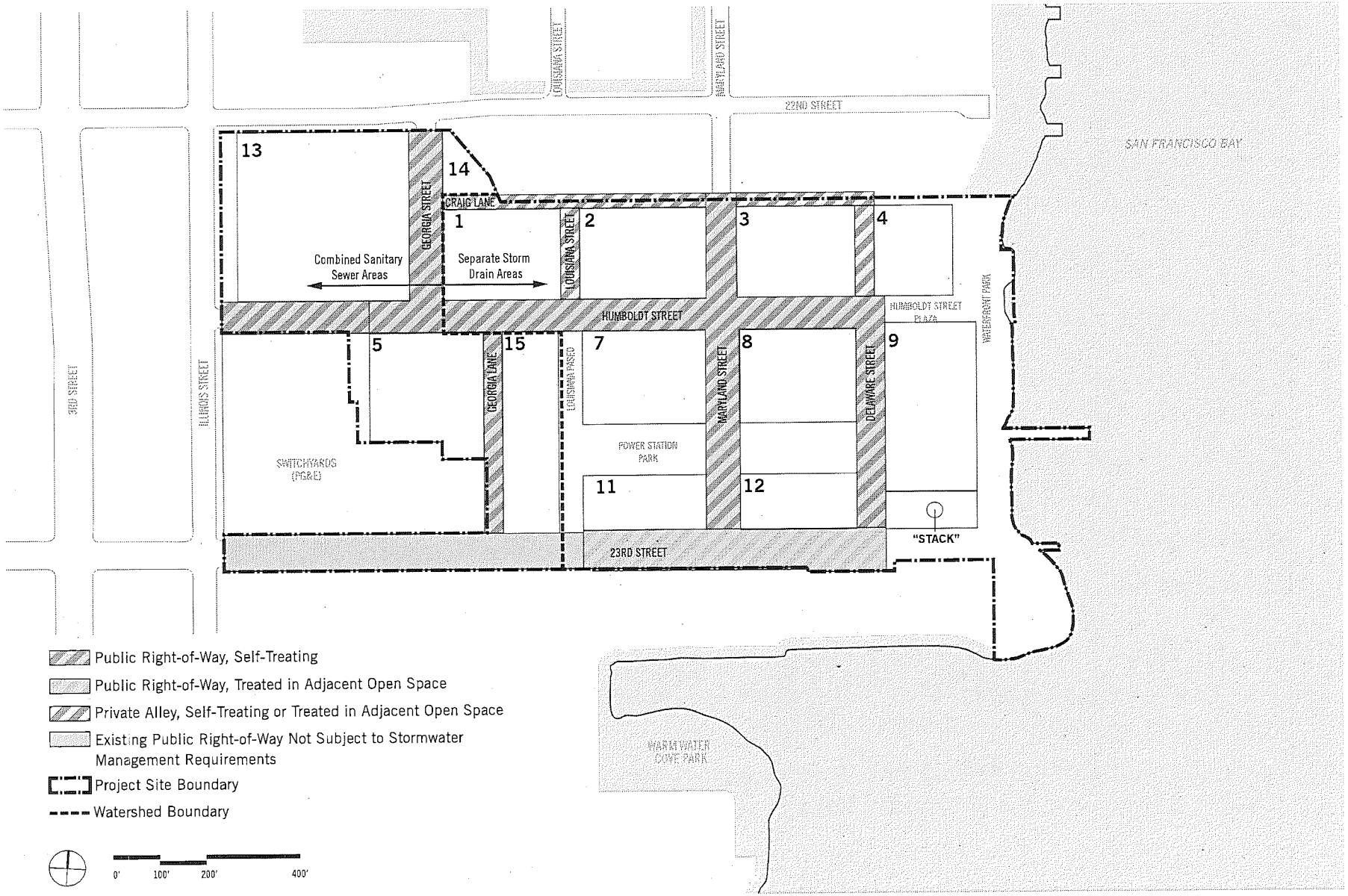
The site irrigation standards given in Section 4.8 shall apply.

GUIDELINES

5.13.3 Stormwater Management Plantings

See Figure 4.7.3 for a suggested plant palette for stormwater treatment gardens.

Figure 5.13.1 Stormwater Management for Streets



5.14 Furnishing

Streetscape furnishings help establish the identity of a district or neighborhood. Along with planting, lighting, and paving, street furnishing is an integral streetscape element that helps make streets an inviting and comfortable part of the public open space network. The Power Station project will implement a district-wide approach to furnishing that allows for variety while establishing a unified look and feel that contributes to a unique neighborhood identity. Furnishings provided at the Power Station project may vary from those discussed below, as SF Public Works must accept all streetscape elements that are a part of the public right-of-way.

STANDARDS

5.14.1 Furnishing Zone Design

Furnishings shall be located within the furnishing zone, unless otherwise provided for within outdoor cafe-seating areas or as part of the transit shelter on Block 12.

5.14.2 Seating

Where provided, seating shall be placed outside of the Pedestrian Throughway with a minimum buffer (leg room) of 2 feet between seating and the Pedestrian Throughway.

Outdoor café and restaurant seating (tables, chairs, umbrellas, heat lamps, etc.) shall be permitted within the frontage and/or furnishing zones of the public ROW, provided that such seating is permitted by SF Public Works.

5.14.3 Stormwater Planters

Stormwater planters shall be incorporated into the furnishing zone as needed to treat stormwater runoff. See Section 4.7 for stormwater planter standards and guidelines.

GUIDELINES

5.14.4 Furnishing

Furnishings should be compatible with and reflect the scale and industrial character of the district and be utilitarian in materiality and design. Elements provided in the furnishing zone shall have related character, scale, and intention along the length of a single street but are not required to be identical to elements on other streets unless otherwise noted.

5.14.5 Seating

Seating should be concentrated in areas of high pedestrian and retail frontage activity.

Seating materials should be selected or designed to be inviting, comfortable, and accessible. Seating should be selected that does not get too hot or cold in the sun or shade and is comfortable for sitting year-round.

Benches shall be durable, attractive, and support the value of a high-quality public realm. Seating materials shall be chosen for longevity, suitability for heavy use in an urban environment, and ability to withstand the local marine environment.

5.14.6 Waste and Recycling Receptacles

Waste receptacles shall be located at areas of high pedestrian traffic, such as near pedestrian crosswalks. They should be durable, resilient, and easy to maintain. Separate compost, recycling, and landfill receptacles are recommended.

5.14.7 Stormwater Planters and Seating

Stormwater planters at intersections and highest pedestrian traffic areas should integrate public seating into planter design or be adjacent to public seating.

5.14.8 Bollards

Bollards, where required, should be selected as an integral part of the designed streetscape environment.

CONSIDERATIONS

5.14.9 Furnishings

Consider using materials and products that incorporate recycled materials, sustainable wood products, non-toxic finishes, and environmentally responsible manufacturing practices. Interpretive elements may be incorporated into street furniture design.

5.14.10 Bollards

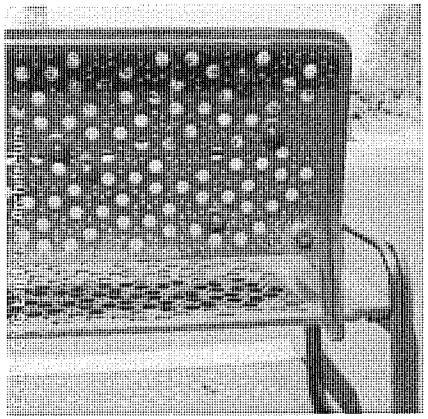
Weathered, galvanized, or painted steel bollards with flat caps are recommended.

5.14.11 Salvaged Material

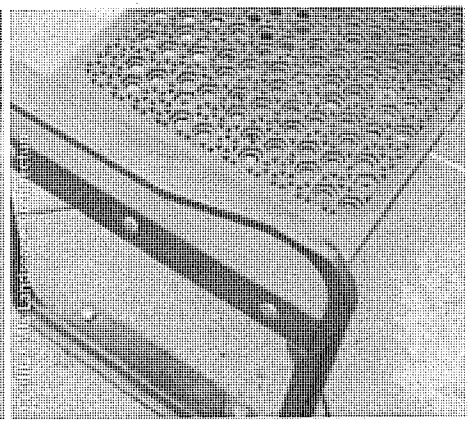
Salvaged materials and artifacts from the site should be incorporated into streetscapes and public open spaces if feasible and safe for public use.

Figure 5.14.1 Furnishings Palette

PUBLIC BENCHES

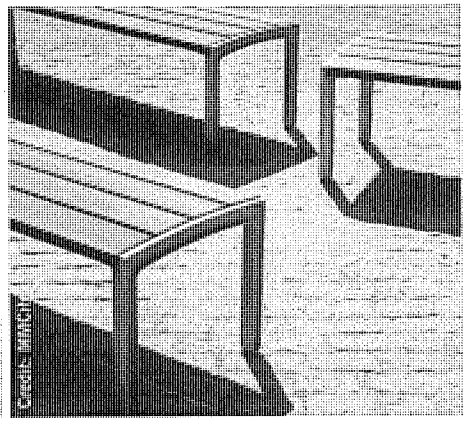


Custom Cast-Iron Bench with Back



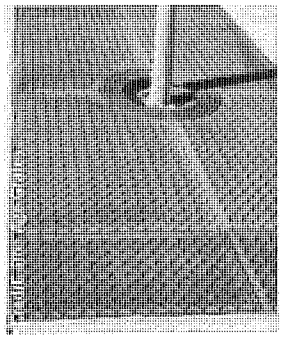
Custom Cast-Iron Bench (Backless)

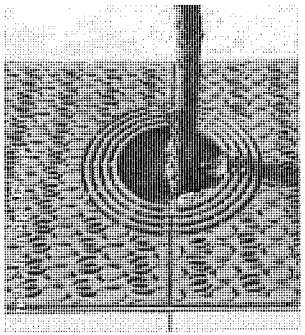
Manufactured Bench with Back



Manufactured Bench (Backless)

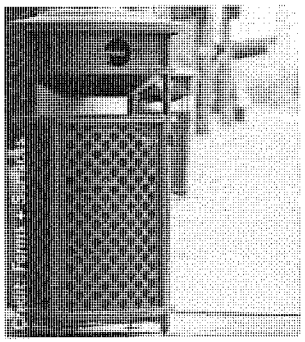
TREE GRATES



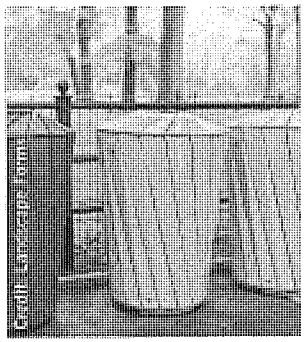


Decorative Cast-Iron Tree Grates (Iron Age or similar).

TRASH RECEPTACLES

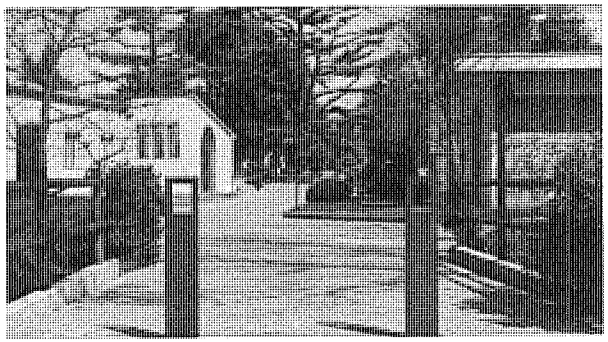


Trash and recycling receptacles



Landscape Forms 'Central Park'

BOLLARDS



Calpipe or Similar Stainless or Weathered Steel Finish Bollards

5.15 Paving and Materials

Paving will be a key component that defines the character, connectivity, and identity of the Power Station project's varied streets and open spaces. Paving strategy should be considered as an interconnected site-wide system that activates the public realm and contributes to the overall pedestrian, bicycle, and vehicular circulation on the site. All paving in areas with high pedestrian traffic will be designed to facilitate accessibility. Paving design in the streetscape shall be carefully considered with the placement of lights, light pull boxes, utilities, utility vaults, and other surface expressions of underground utilities. As such, this plan recommends the practical approach of using cast-in-place concrete in most sidewalk and furnishing zone applications. SF Public Works standard materials are permitted in all locations and required in public rights-of-ways as a baseline.

STANDARDS

5.15.1 Pedestrian Throughway Materials

The Pedestrian Throughway shall be an accessible path of travel that is unobstructed and ADA compliant. Paving material shall be SF Public Works standard cast-in-place concrete. See Figure 5.15.2.

5.15.2 Furnishing Zone Materials

The furnishing zone shall be cast-in-place concrete, either standard SF Public Works concrete, or enhanced-finish cast-in-place concrete.

5.15.3 Roadway Materials

Roadway materials shall conform to 2015 SF Public Works standards. Asphalt vehicular paving shall be the primary road surface where special paving is not used. Concrete vehicular paving is preferred at traffic tables and at Delaware Street, as permitted by SF Public Works (see Figure 5.15.1). On-site construction demolition debris shall be used as road aggregate base, if feasible.

5.15.4 Material Quality and Consistency

See Section 4.11.4.

5.15.5 Surfacing at Tree Planting

A) Trees in Paving

See Sections 4.11.1(a) and 5.11.5.

B) Trees in Planting

See Section 4.11.1(b).

GUIDELINES

5.15.6 Paving Types

Paving should be a key component that defines the character, connectivity, and extent of the Power Station project's varied public realm. The following paving zones suggest relationships and common paving identities among different streets.

A) Special Paving on Alleys and Shared Streets

Contrasting, high-quality paving should be used to distinguish shared streets and alleys, as high pedestrian activity areas and as places to linger. Shared streets should incorporate concrete or stone pavers, enhanced cast-in-place concrete, stamped concrete, and high-quality, detectable warning pavers that contrast with adjacent paving, per SF Public Works accessibility guidelines. Stamped concrete is encouraged as a paving material for Craig Lane. Refer to paving and materials images and descriptions in Figure 5.15.2.

B) Sidewalks

Standard cast-in-place concrete should be used for Pedestrian Throughways, and standard or enhanced cast-in-place concrete in furnishing zones.

5.15.7 Paving: Heat-Island Effect

Where possible, in areas that are predominantly un-shaded by tree canopy or buildings, reduce the potential for urban heat-island effect by using pavement with a Solar Reflectance Index (SRI) of 29 or higher.

CONSIDERATIONS

5.15.8 Paving: Character and Uniformity

Paving contrast may be introduced through color or geometric variation, textural variation within a single paving module, integral lights, or juxtaposition of scale or material.

Figure 5.15.1 Paving Zones

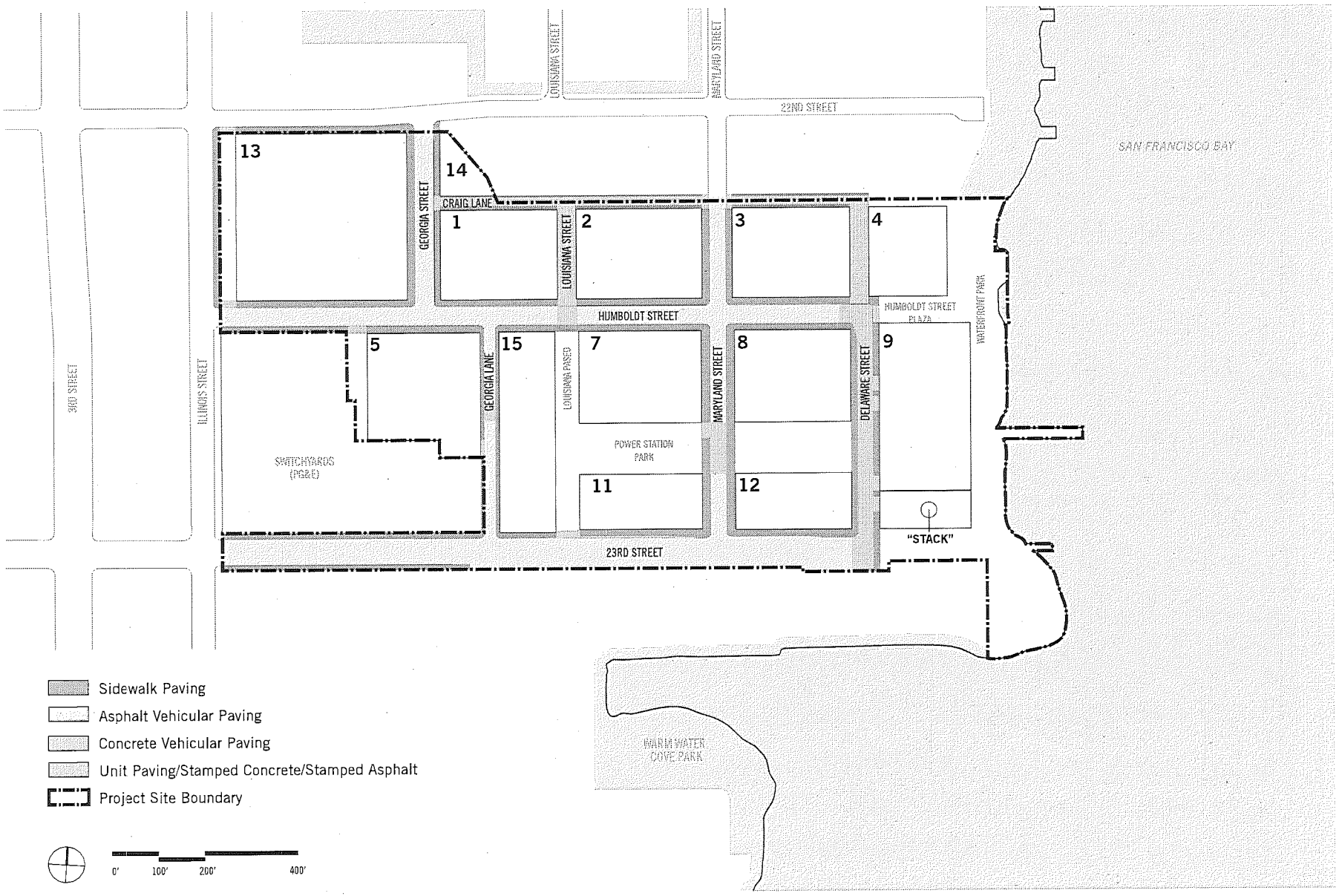
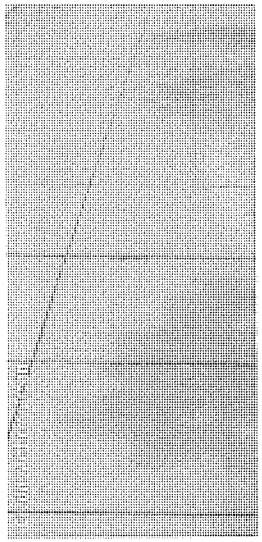
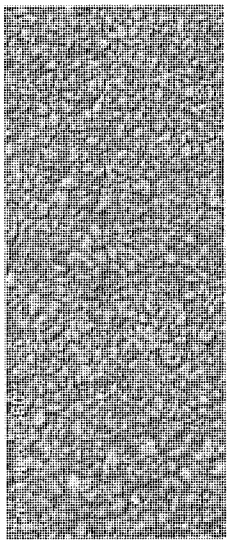


Figure 5.15.2 Paving Palette



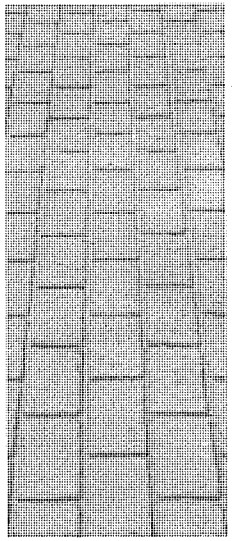
DPW STANDARD CAST-IN-PLACE CONCRETE

Per the current (2018) SF Public Works specification for cast-in-place concrete for sidewalks. Refer to SF Public Works standard for color, finish, and typical joint layouts.



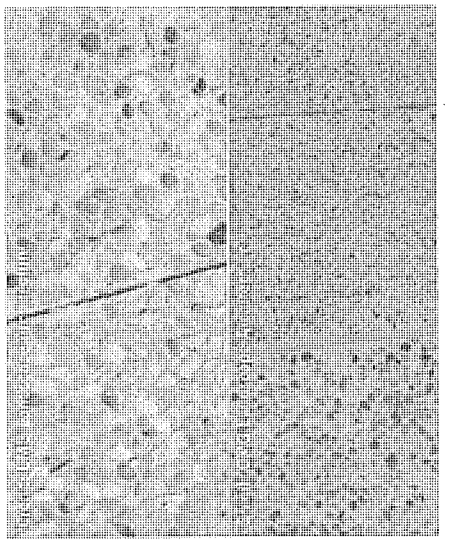
ASPHALT VEHICULAR PAVING

Standard asphalt roadway surface, per SF Public Works standards.



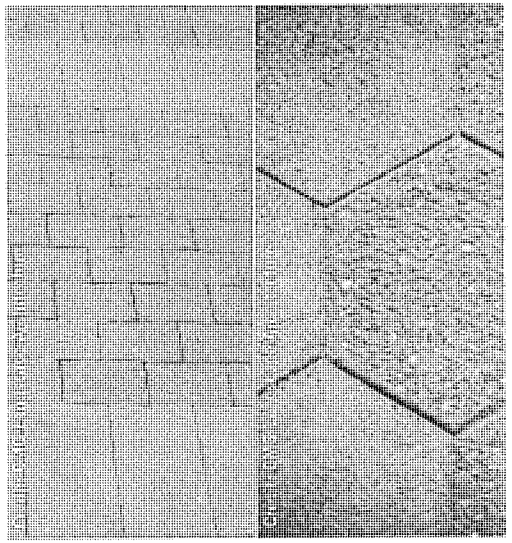
STAMPED ASPHALT VEHICULAR PAVING

Stamped asphalt is a cost-effective technique for adding decorative patterns to standard asphalt roadway surface. Stamped asphalt may be used in the Craig Lane roadway.



ENHANCED CAST-IN-PLACE CONCRETE

Enhanced concrete may have an exposed aggregate finish for a rich, textured surface and may incorporate special joint patterns for a more refined appearance. Integral color and decorative aggregates shall be selected for aesthetic quality and shall meet accessible design requirements for slip-resistance. Design must be reviewed and approved by SF Public Works as part of Street Improvement Plans. Enhanced cast-in-place concrete could occur in all furnishing zones and edge zones, Delaware Street and Maryland Street Pedestrian Throughways, Delaware Street Pedestrian Throughway and Vehicular Lanes, Louisiana Street Pedestrian Throughway and Vehicular Lanes, Raised Pedestrian Crossings, and Delaware Street traffic lanes.



UNIT PAVERS

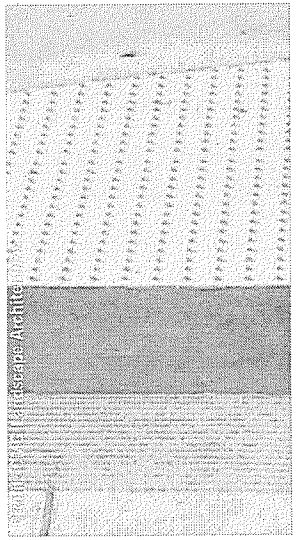
Unit paving is a modular system that provides an enhanced level of material quality and detail. Paver color and finish shall be selected for aesthetic quality and shall meet accessible design requirements for proper visual contrast and slip-resistance. Paver edges and joints shall create a smooth, continuous surface. The installation design (paving section) shall ensure a level, stable paving surface and be in accordance with the manufacturer's recommended installation method(s). Within public rights-of-way and where public utilities exist beneath paving, unit pavers shall comply with SF Public Works and SFPUC permeable paving guidelines. Designs must be reviewed and approved by SF Public Works as part of Street Improvement Plans. Outside of the public right-of-way, unit pavers need not comply with SF Public Works standards.

PERMEABLE CONCRETE UNIT PAVERS

Permeable concrete unit pavers may be used in select locations such as Louisiana Street and Delaware Street north of Humboldt (private streets). Paver color and finish shall be selected for aesthetic quality and meet accessible design requirements for proper visual contrast and slip resistance. Paver edges and joints shall create a smooth, continuous surface. The installation design (paving section) shall ensure a level, stable paving surface and be in accordance with manufacturer's recommended installation method(s). Where public utilities exist beneath paving, all permeable pavers must be designed per SFPUC's 2016 *Green Infrastructure Typical Details and Specifications* permeable paving guidelines. Outside of the public right of way, unit pavers need not comply with SF Public Works standards.

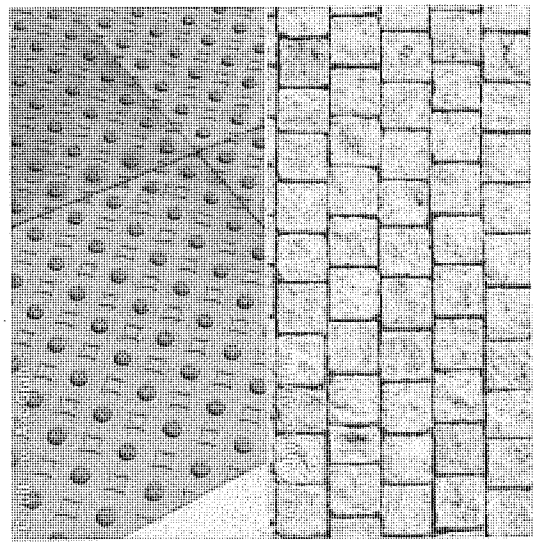
STONE PAVERS AND STONE SETTS

Setts and pavers—quarried stone worked to a regular shape—provide the most refined material quality to special Power Station project streets. Stone color and finish shall be selected for aesthetic quality and meet accessible design requirements for slip-resistance. Edges and joints shall create a smooth continuous surface. The installation design (paving section) shall ensure a level, stable paving surface and be in accordance with manufacturer's recommended installation method(s). Designs must be reviewed and approved by SF Public Works as part of street improvement plans. Outside of the public right-of-way, unit pavers need not comply with SF Public Works standards.



DETECTABLE SURFACE PAVING: SF PUBLIC WORKS STANDARD

Used where pedestrians enter vehicular zones of the street, standard detectable paving clearly delineates the edge or end of the pedestrian-only zone, consistent with the treatment of public sidewalks throughout the city. Refer to SF Public Works standards for material, color, and installation specifications.



DETECTABLE SURFACE PAVING: ALTERNATIVE

Used in special situations where the SF Public Works standard detectable surface is not required but a tactile paving treatment is necessary, detectable paving alternatives clearly delineate the edge of the pedestrian-only zone with a textured surface, such as approved truncated dome products. Material shall meet accessible design requirements for slip resistance and provide high visual contrast (70 percent from adjacent paving) per SF Public Works standards. To meet these standards, design must be reviewed and approved by SF Public Works as part of street improvement plans.

Street Character

The unique character of each street will define a rich and dynamic urban experience as people move through the site.

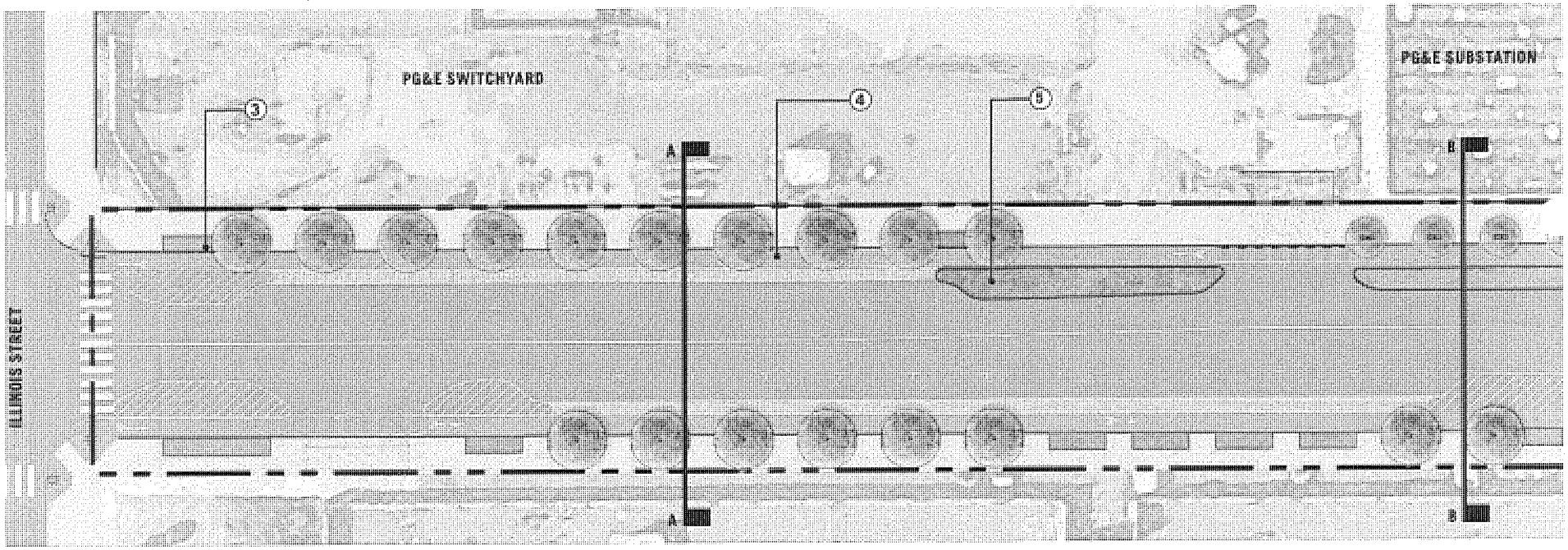
Neighborhood commercial streets include Humboldt Street, Maryland Street, Delaware Street, and a portion of Georgia Street. With commercial storefronts and other active uses lining each of these streets, they are likely to be the most active part of the Power Station project. Neighborhood commercial streets will be designed with adequate commercial loading areas to facilitate operations of the streets' retail stores and restaurants, with a mix of passenger loading, metered parking, and planting areas along remaining sidewalk frontages. Along Delaware Street, a high-quality connection to the Blue Greenway will be designed.

Along the southern boundary of the site, 23rd Street will be a mixed-use street that gracefully accommodates PDR uses while creating safe and inviting gateways to the site for bicyclists and pedestrians. Specifically, 23rd Street will provide space for the loading activity of larger trucks that supply parts to, and pick up finished goods from, light-industrial uses. The project will provide wide sidewalks and protected bicycle facilities on the north side of the street to make walking and cycling safe, and to connect the Blue Greenway from the waterfront to Illinois Street. The current use of the warehouses on the south side of 23rd Street do not allow for the provision of sidewalks and Class IV bicycle facilities on the south side of 23rd Street. Sidewalks and protected bicycle facility may be provided on the south side of 23rd Street by the future developer of the property to the south, but only if, in the future, such facilities would meet SF Public Works standards and would be accepted by the City.

Alleys will include Georgia Lane, Louisiana Street, and Delaware Street north of Humboldt Street; these alleys may include garage entries. Craig Lane will be a one-way service alley that will accommodate both loading and garage entries.

Streets at the Power Station project will be designed to be consistent with the Better Streets Plan and uphold City policies, including Vision Zero SF and Transit First. Unless otherwise noted, aforementioned standards and guidelines within this Streets section shall apply to the following streets.

5.16 23rd Street



STANDARDS

5.16.1 Street-Lane and Sidewalk Widths

The widths of street lanes and sidewalks shall be per street sections shown in Figure 5.16.2 through Figure 5.16.8.

5.16.2 Tree Well Size

Between Illinois Street and Maryland Street, tree wells shall be minimum 5 feet wide by 10 feet long. Provide a minimum 4-foot paved break in tree wells at regular intervals to allow cyclists to access sidewalk as pedestrians.

5.16.3 Tree Well Surfacing

Tree wells shall either be planted with a diverse mix of ornamental grasses, small woody shrubs, and herbaceous perennials or surfaced with non-stabilized crushed stone.

5.16.4 Bicycle Lane Buffers

At parking-protected bicycle lanes, a clear material change or striping shall mark the buffer between parking and the bicycle lane. Where feasible, raised buffers and 'islands' should be planted with low shrubs, ornamental grasses, and perennials. Planted buffers shall allow clear visibility at intersections, crossings and curb cuts. Plants in buffers and islands shall not exceed 36 inches in height. There shall be a clear path of travel from every parking space to the sidewalk.

5.16.5 Block Station A, 11 & 12 Frontage

Where utility easements preclude planting and fixed streetscape elements, signage, awnings, canopies and/or seating shall be permitted to be affixed to the building (see Third Street Industrial District Awnings, Section 6.11.3) within the frontage zone.

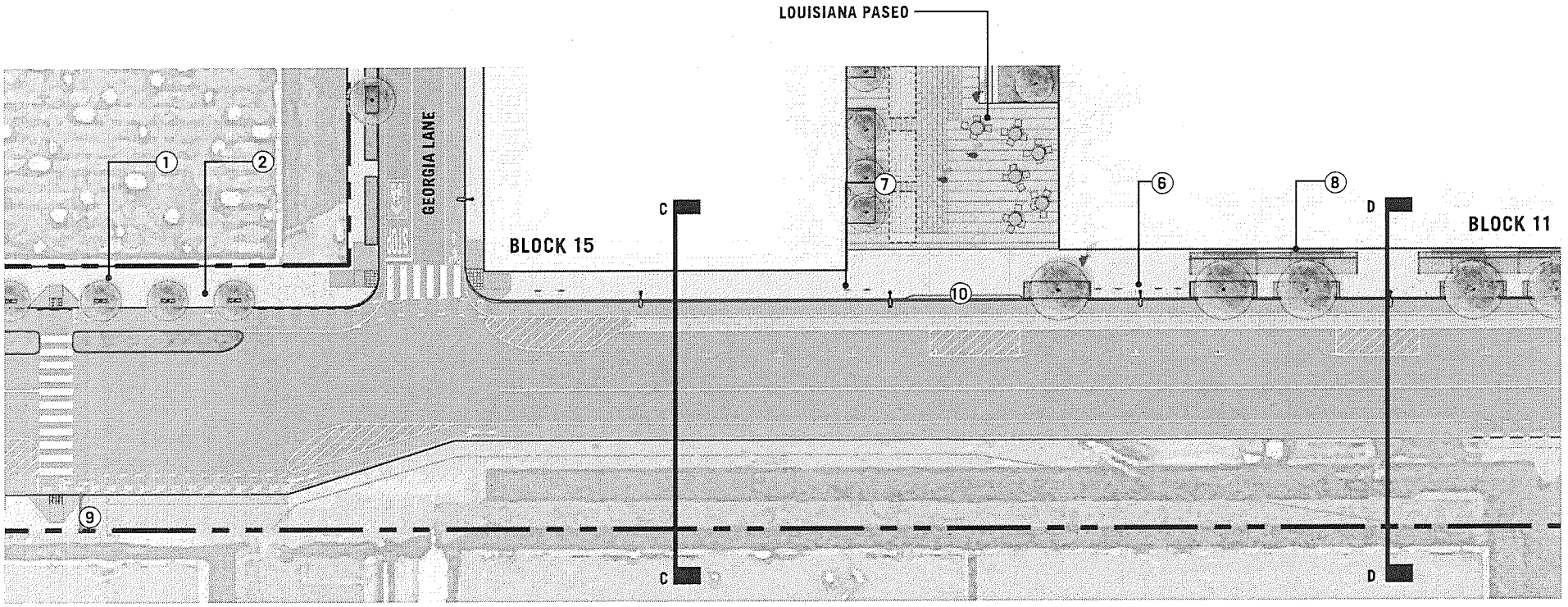
5.16.6 Railing between Bike Lane and Retaining Wall

A 42-inch railing must be placed in between the bike lane and existing brick retaining wall to the south near the intersection of Maryland Street.

5.16.7 Lighting

Refer to lighting standards per Section 7.2.

Figure 5.16.1 23rd Street Concept Plan



LEGEND

1. Pedestrian Throughway
2. Furnishing Zone
3. Planted Tree Well
4. Parking-Protected Bicycle Lane
5. Planted Buffer
6. Street Light
7. Bicycle Rack
8. Bench
9. Pedestrian Barrier
10. Curb Cut (maintenance and food truck access)

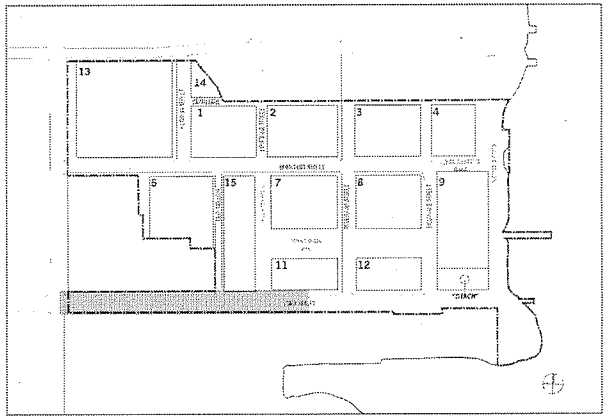
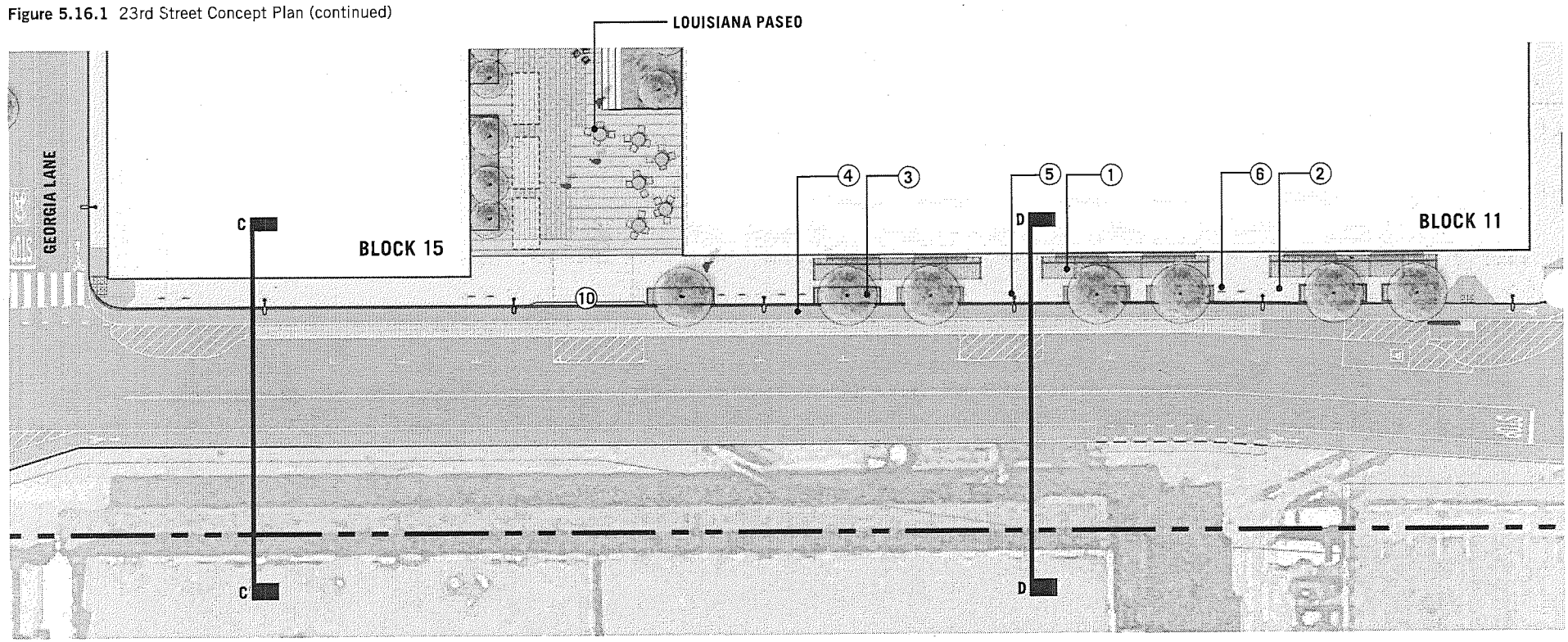


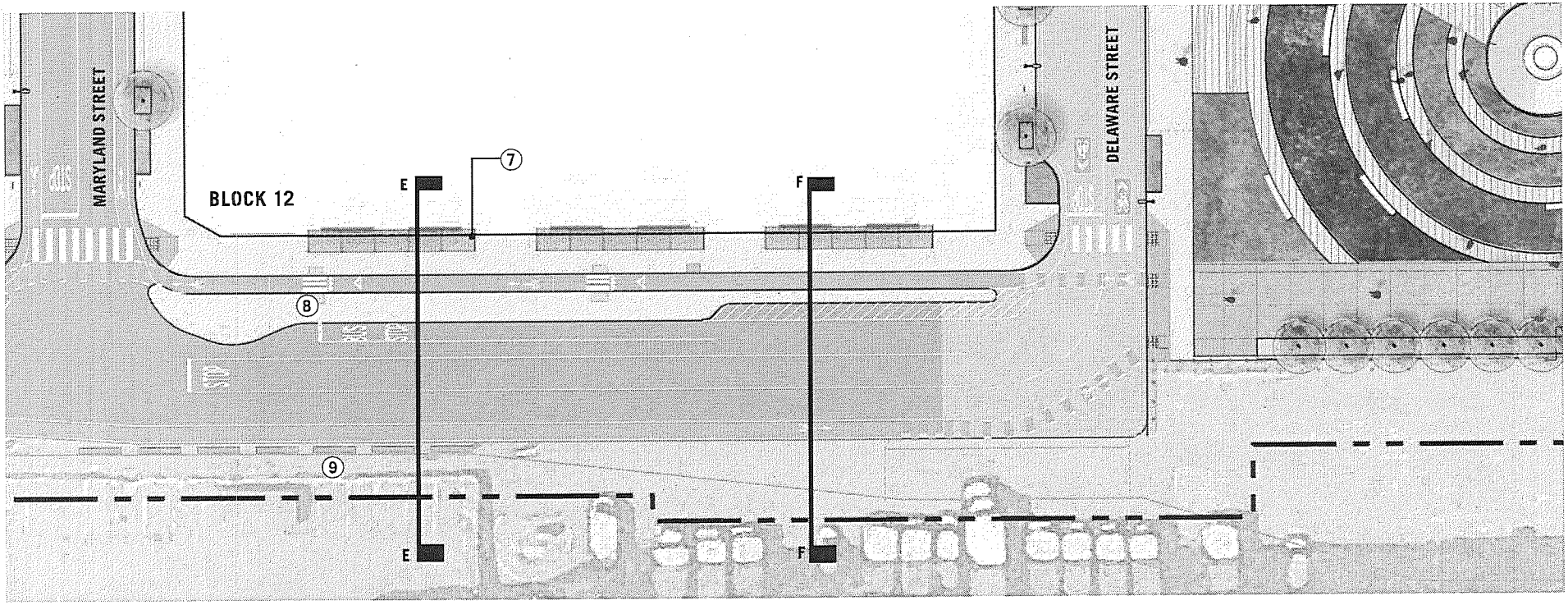
Figure 5.16.1 23rd Street Concept Plan (continued)



5.16.8 Third Street Character

As an important entrance to the Power Station project, the streetscape design of 23rd Street should balance the historic utilitarian character of the Third Street Industrial District with welcoming design gestures. To that end, the following guidelines shall be followed:

- Landscape elements should feel additive to the industrial streetscape. Examples include potted or otherwise designed raised beds of plants and trees that are placed onto paved surfaces; small tree wells within paved surfaces; green walls; and raised or lowered beds edged with industrial materials such as brick, low granite curbs, or steel.
- Tree planting locations should be irregularly spaced or placed in small groupings along the street, in contrast with standard *Better Streets Plan* requirements, in order to provide better compatibility with the historic district.
- A tree and vegetation palette should be used that does not detract from the industrial character. Green walls, planter boxes, and vegetation should be considered rather than trees for storm water management.
- Sidewalk paving at 23rd Street should be more industrial in character compared to sidewalk paving at other portions of the site. Consider varying sidewalk concrete score joint patterns or pavers from block to block.
- Pavement at the transit boarding island should incorporate concrete or stone pavers or enhanced cast-in-place concrete with smaller scale joint patterns for a more refined appearance. Integral color and decorative aggregates may be selected for aesthetic quality and shall meet accessible design requirements for slip-resistance.
- 23rd Street is intended to be accepted as a SF Public Works-owned and -maintained street.



LEGEND

1. Pedestrian Throughway
2. Furnishing Zone
3. Planted Tree Well
4. Parking-Protected Bicycle Lane
5. Street Light
6. Bike Rack
7. Bus Shelter
8. Transit Boarding Island
9. Moveable Raised Planters at 5' Buffer Between Bicycle Lane and Retaining Wall
10. Curb Cut (maintenance and food truck access)

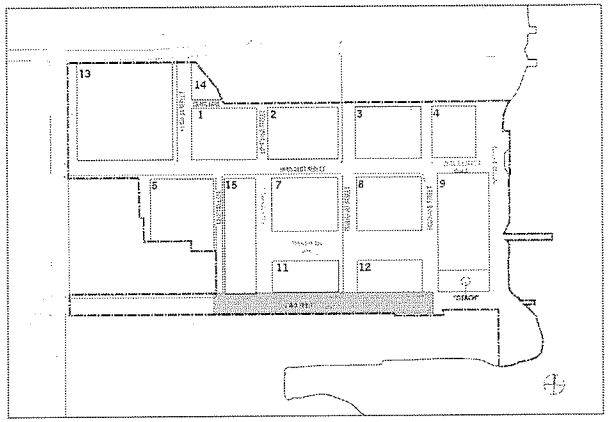


Figure 5.16.2 23rd Street: Section A

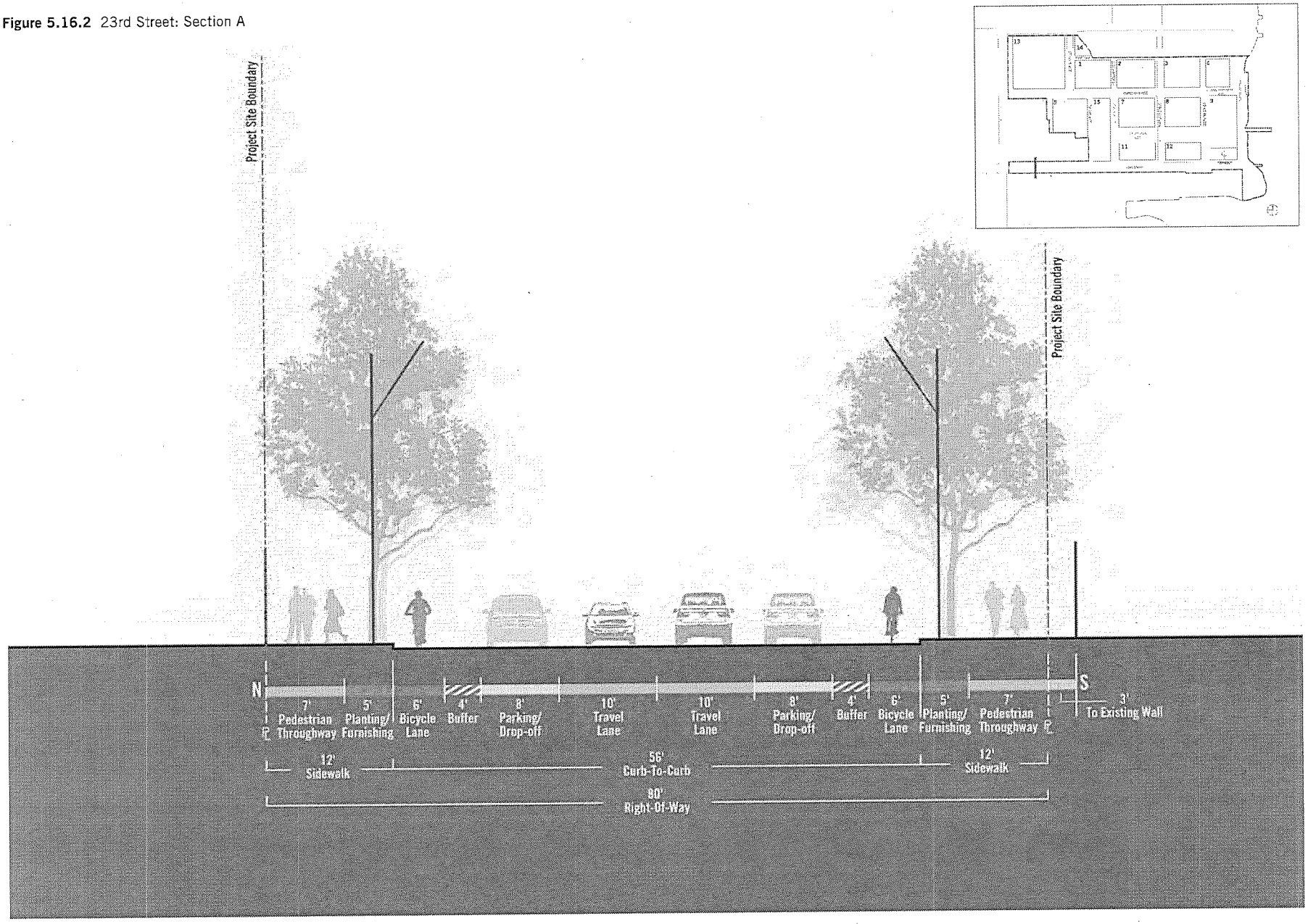


Figure 5.16.3 23rd Street: Section B

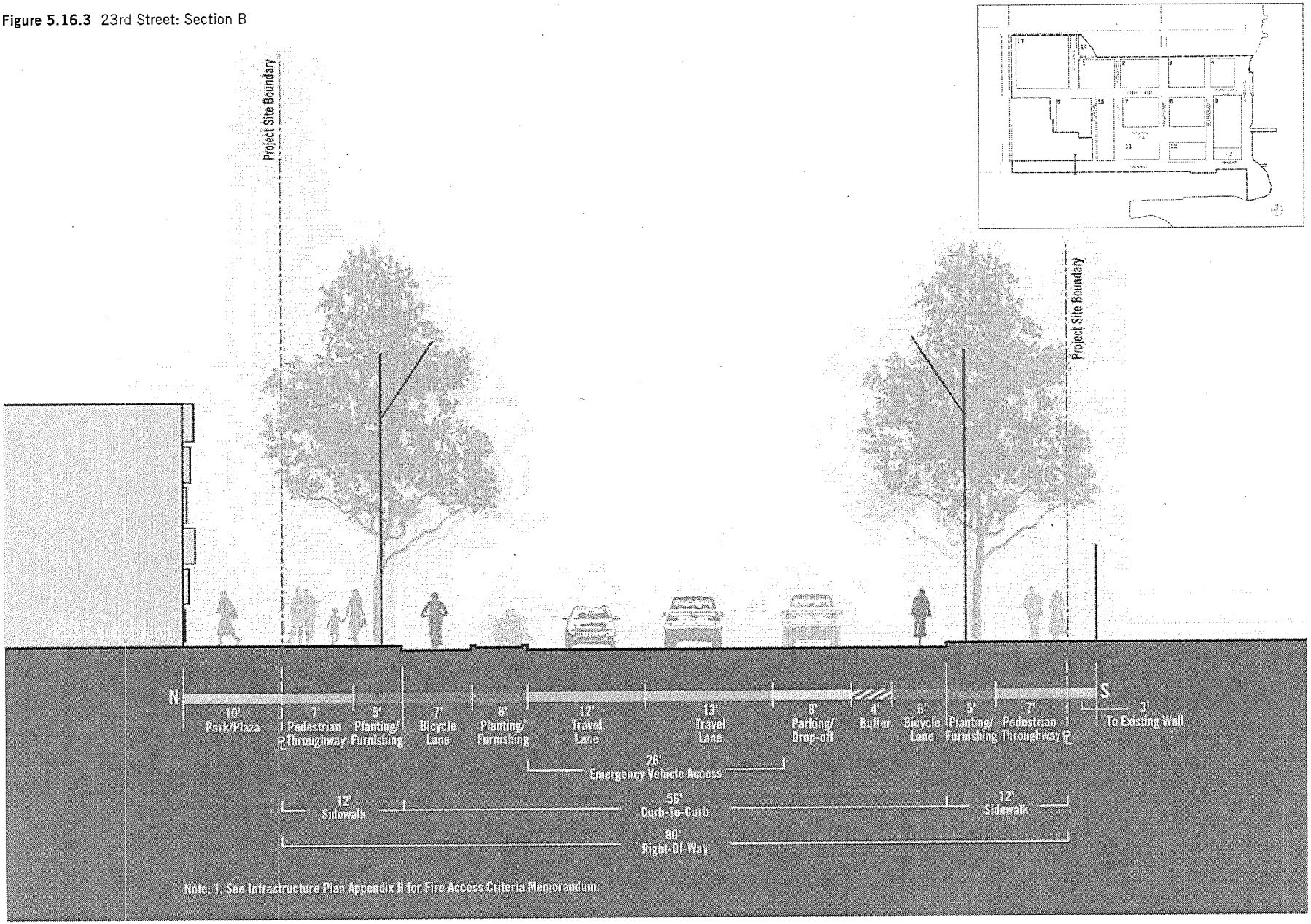


Figure 5.16.4 23rd Street: Section C (With Station A Retained)

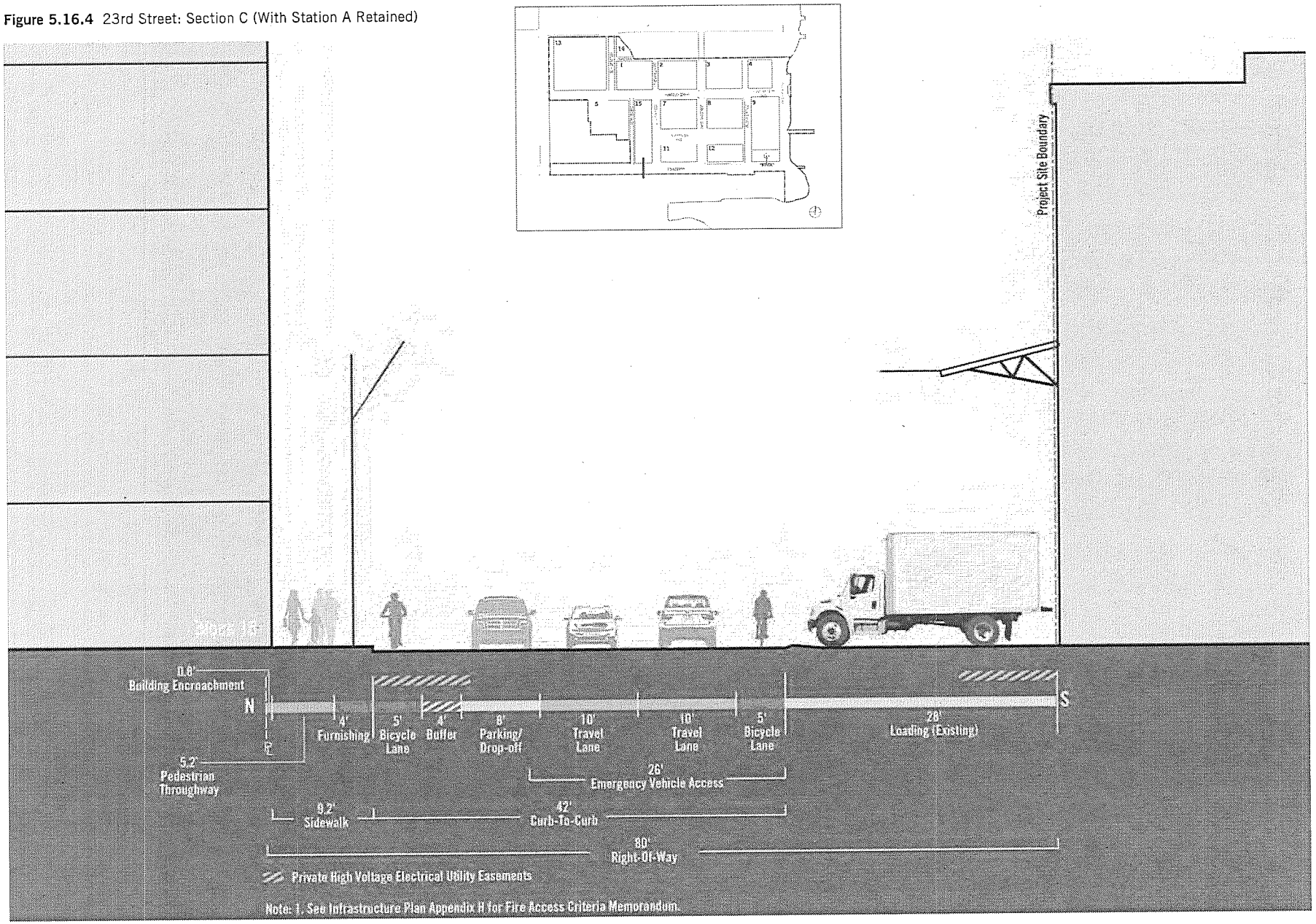


Figure 5.16.5 23rd Street: Section C (Without Station A)

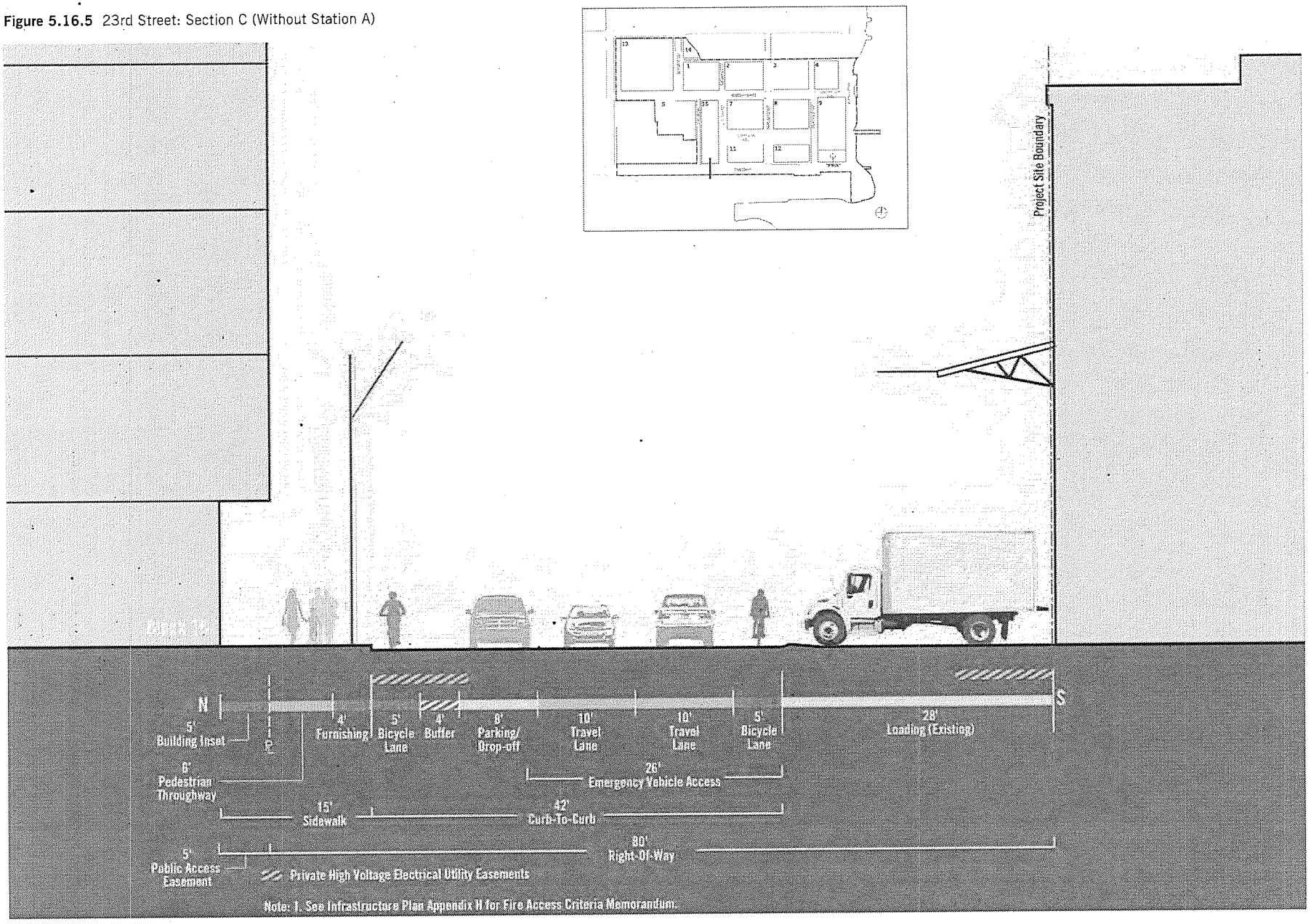


Figure 5.16.6 23rd Street: Section D

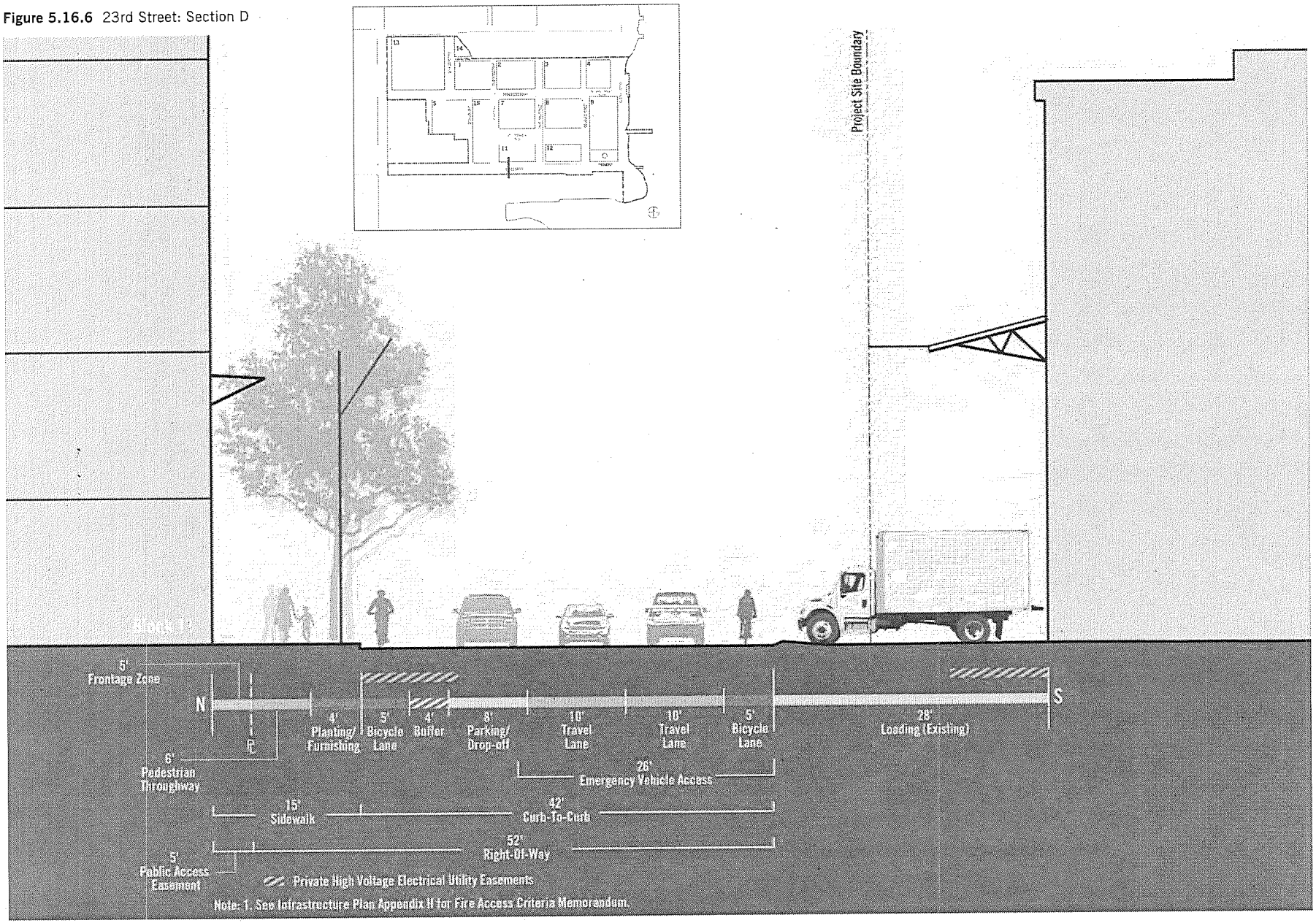


Figure 5.16.7 23rd Street: Section E

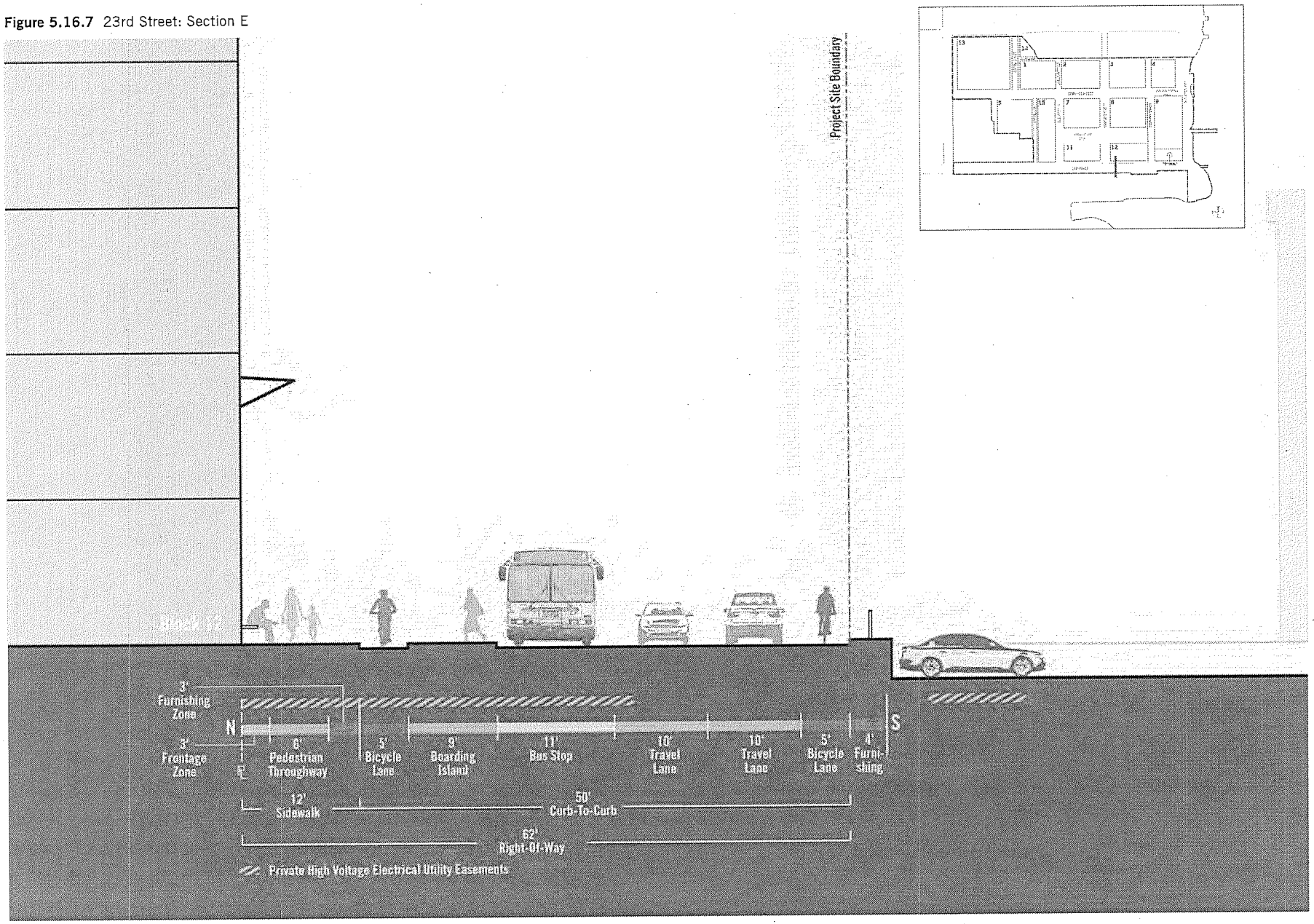
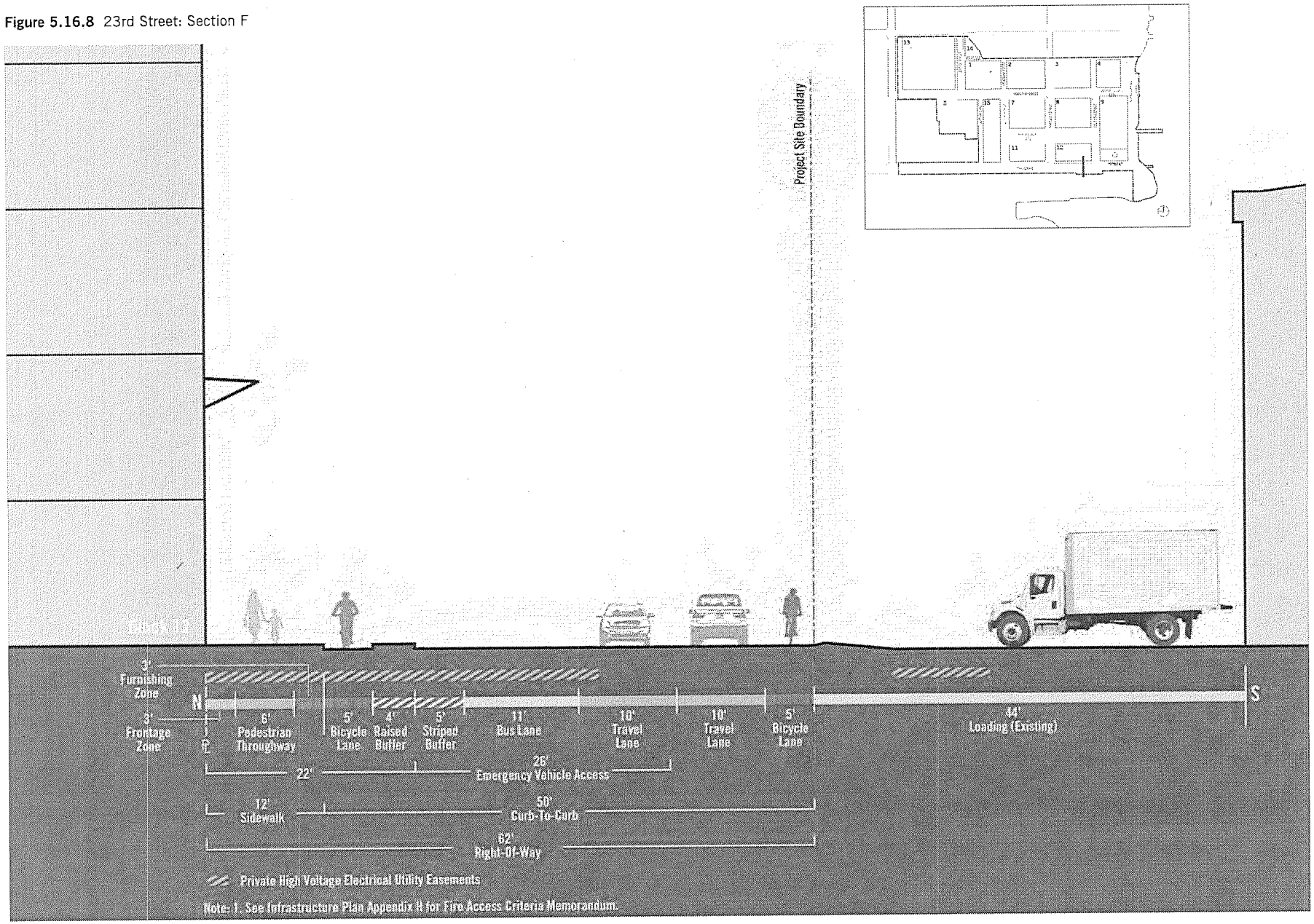


Figure 5.16.8 23rd Street: Section F



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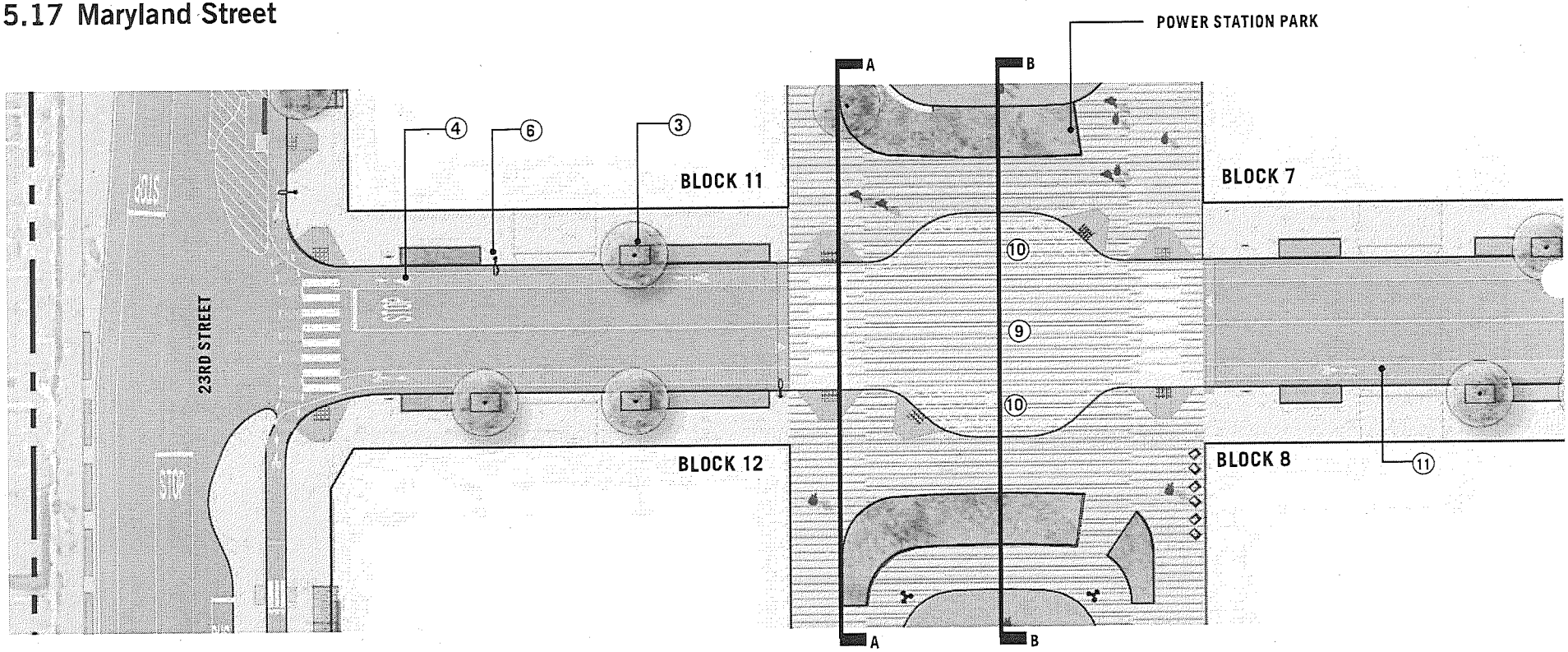
5.17 Maryland Street



STANDARDS

5.17.1 Street-Lane and Sidewalk Widths

The bikeway design for Maryland Street is tentative. The Project will continue to work with the City towards the design of a separated bikeway within the 64' right-of-way proposed on Maryland Street. Such a design change would be reviewed by City infrastructure agencies and incorporated into City approvals as part of the first Basis of Design submittal.

5.17.2 Tree Well Size

Tree wells shall be at least 5 feet by 8 feet.

5.17.3 Tree Well Surfacing

Tree wells shall have crushed stone without stabilizer. Planting in tree wells is allowed.

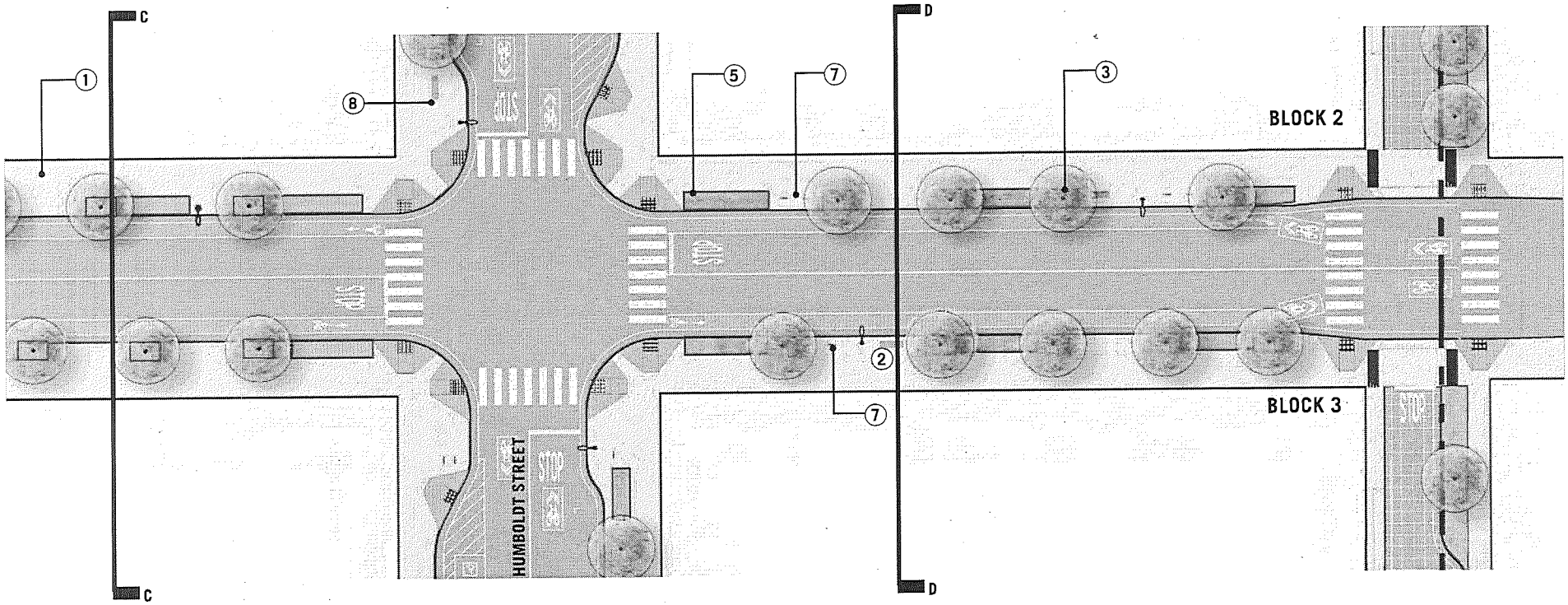
5.17.4 Raised Pedestrian Crossing

Between the two blocks of Power Station Park, a two-inch-raised concrete pedestrian crossing shall be included in the street design. The crossing shall be separated from the pedestrian sidewalk by a minimum four-inch curb.

5.17.5 Lighting

Refer to lighting standards per Section 7.2.

Figure 5.17.1 Maryland Street Concept Plan



Note:
1. The bikeway design for Maryland Street is tentative. The Project will continue to work with the City towards the design of a separated bikeway within the 64' right-of-way proposed on Maryland Street. Such a design change would be reviewed by City infrastructure agencies and incorporated into City approvals as part of the first Basis of Design submittal.

LEGEND

1. Pedestrian Throughway
2. Furnishing Zone
3. Tree Well
4. Class II Bicycle Lane
5. Stormwater Planter
6. Street Light
7. Bike Rack
8. Bench
9. Raised Pedestrian Crossing
10. Universal Loading Zone
11. Bicycle facility[1]

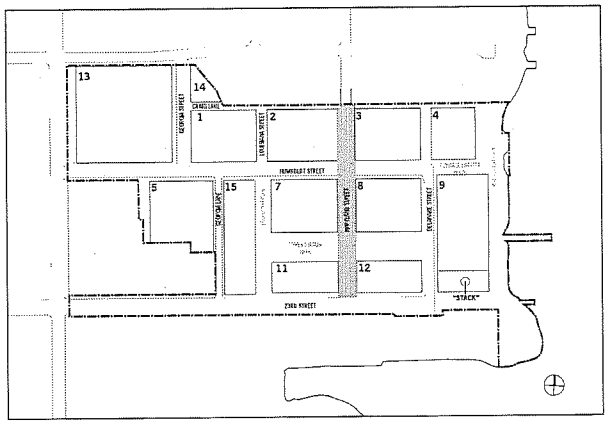


Figure 5.17.2 Maryland Street: Section A

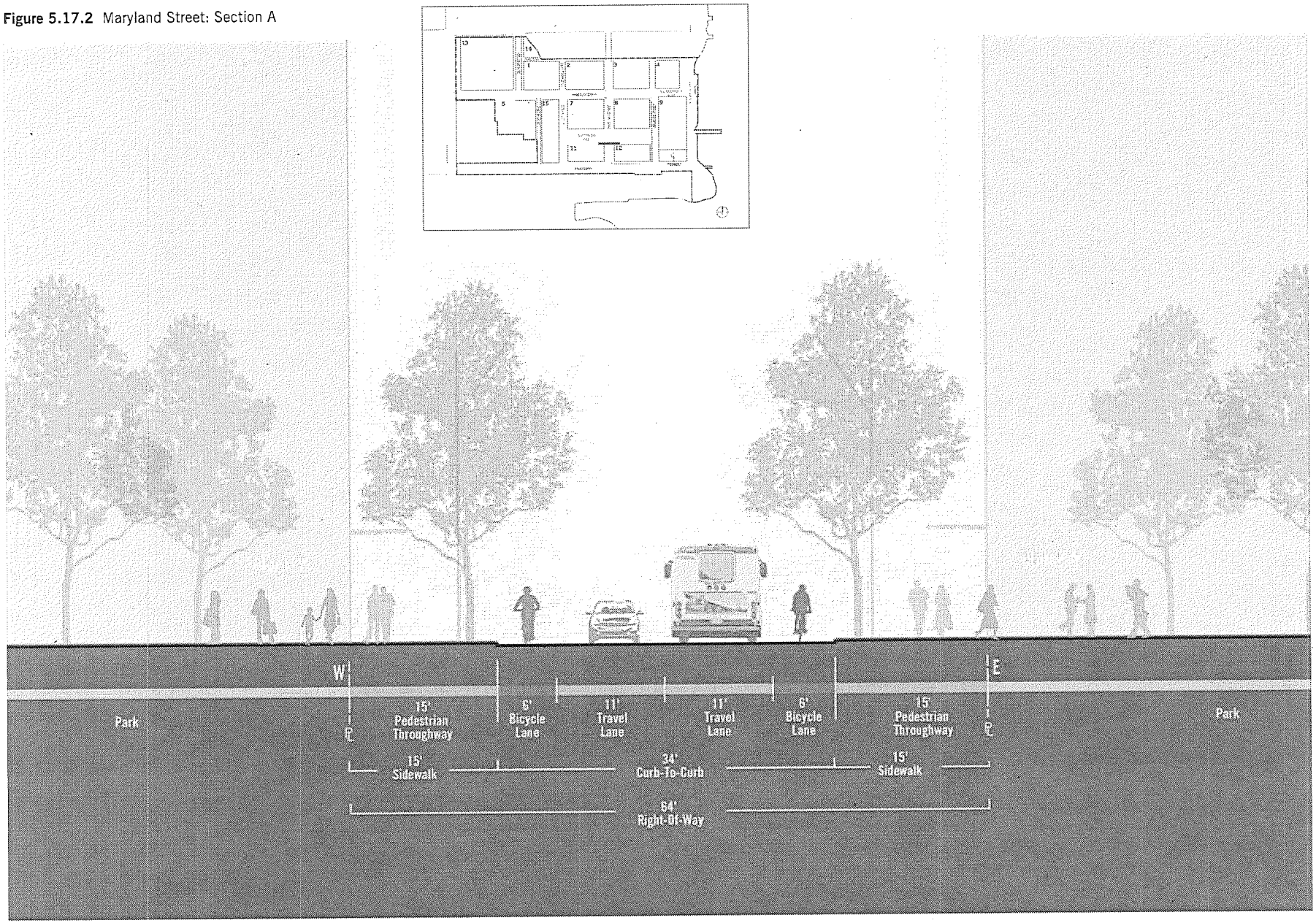


Figure 5.17.3 Maryland Street: Section B

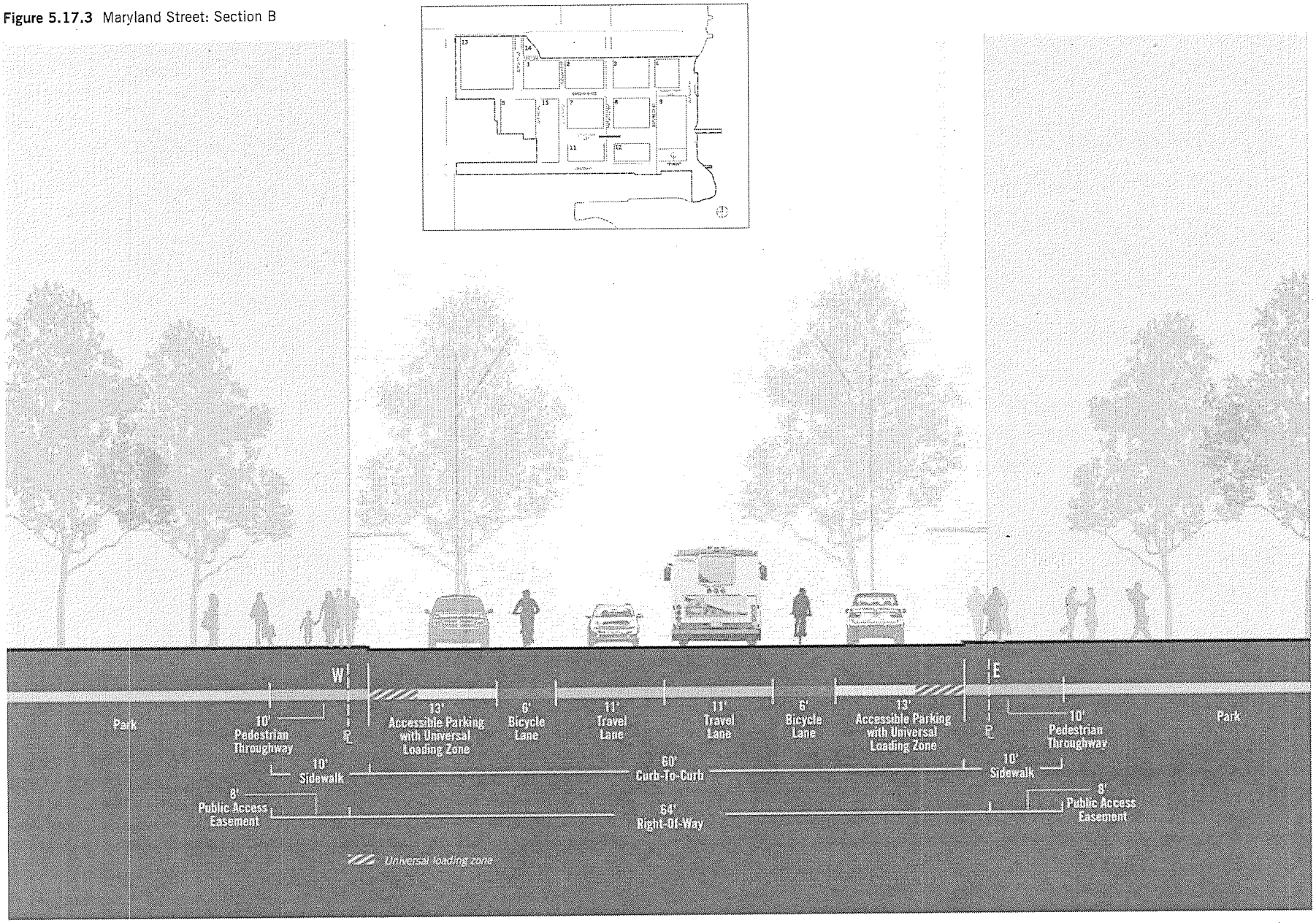


Figure 5.17.4 Maryland Street: Section C

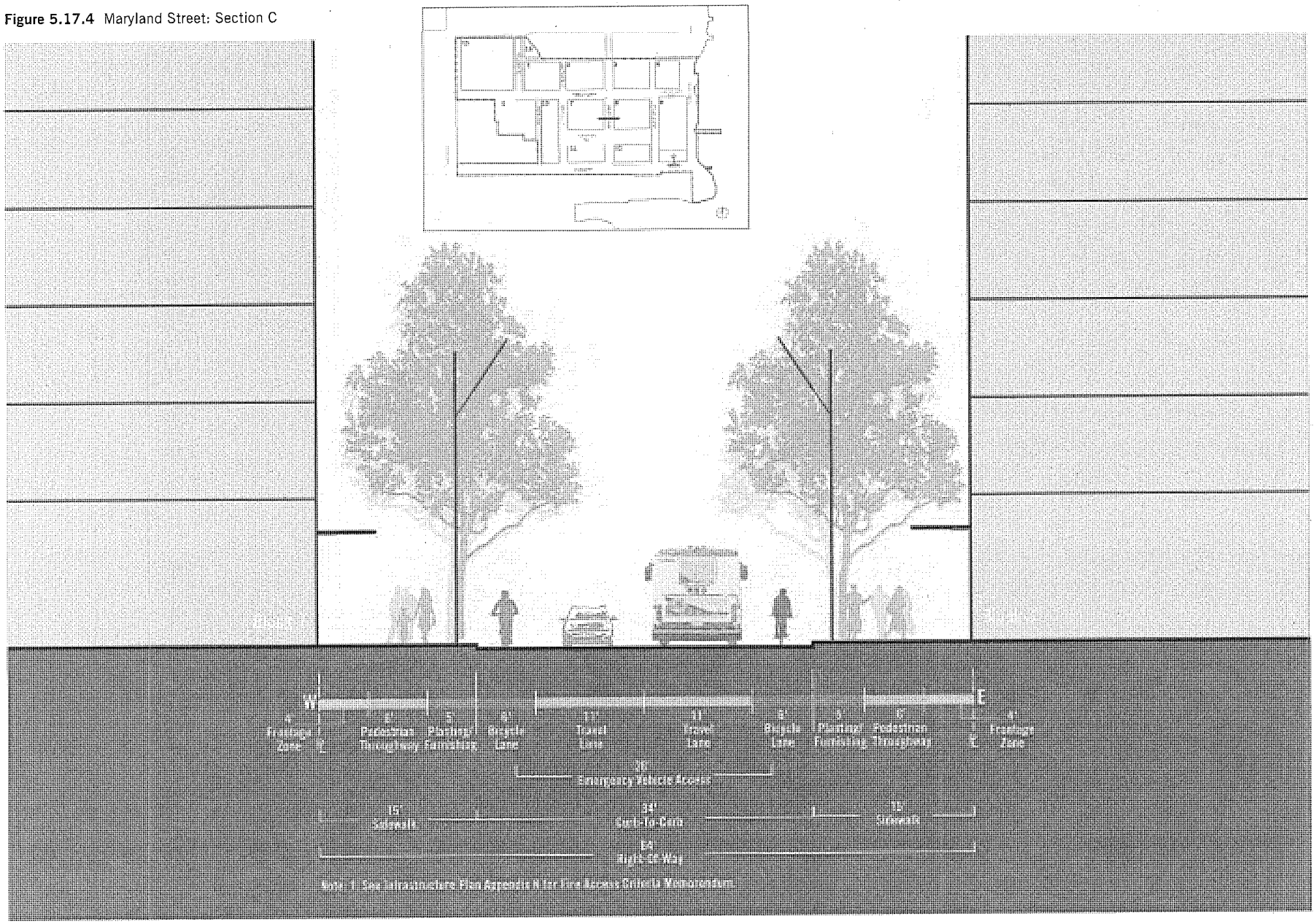
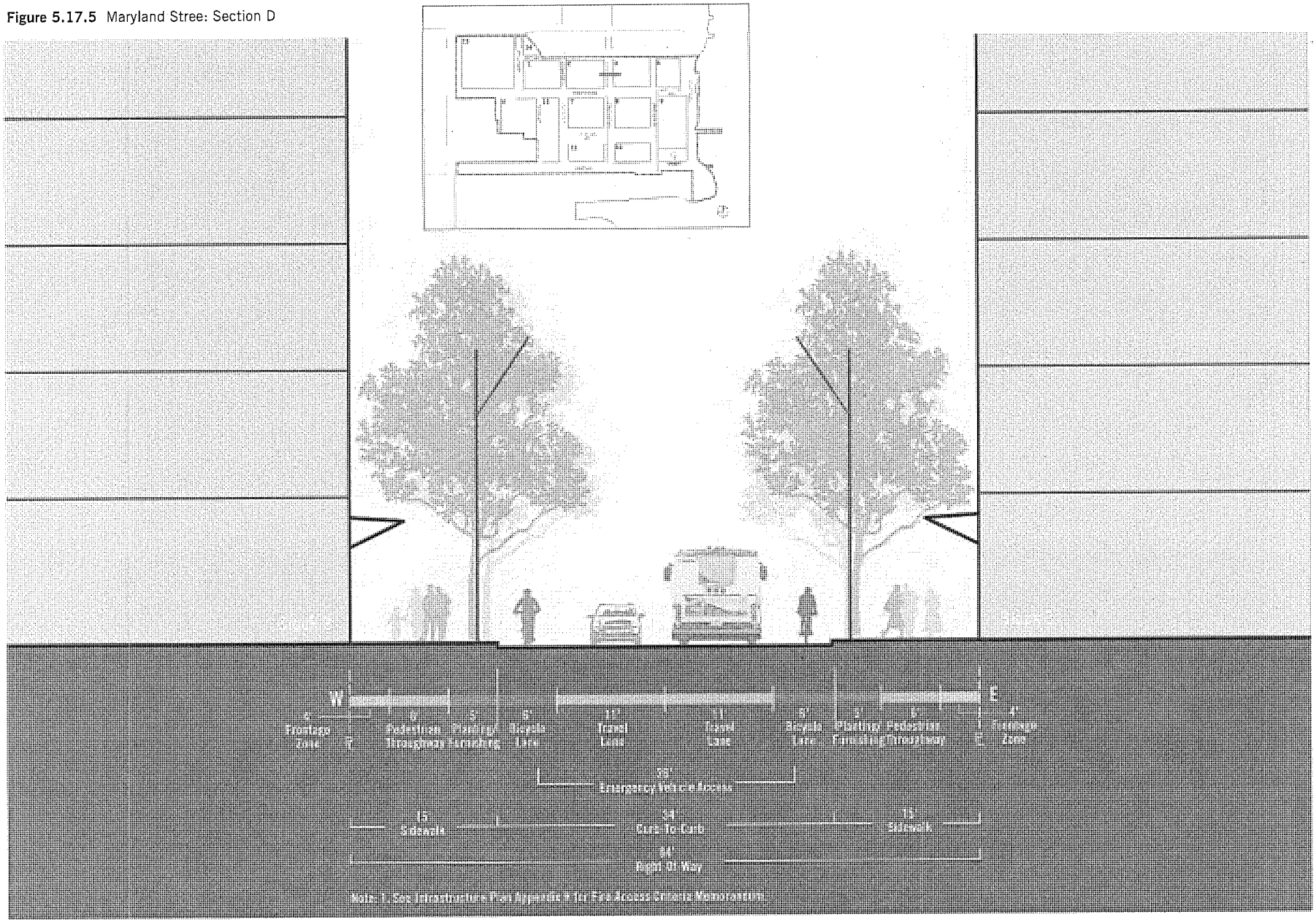
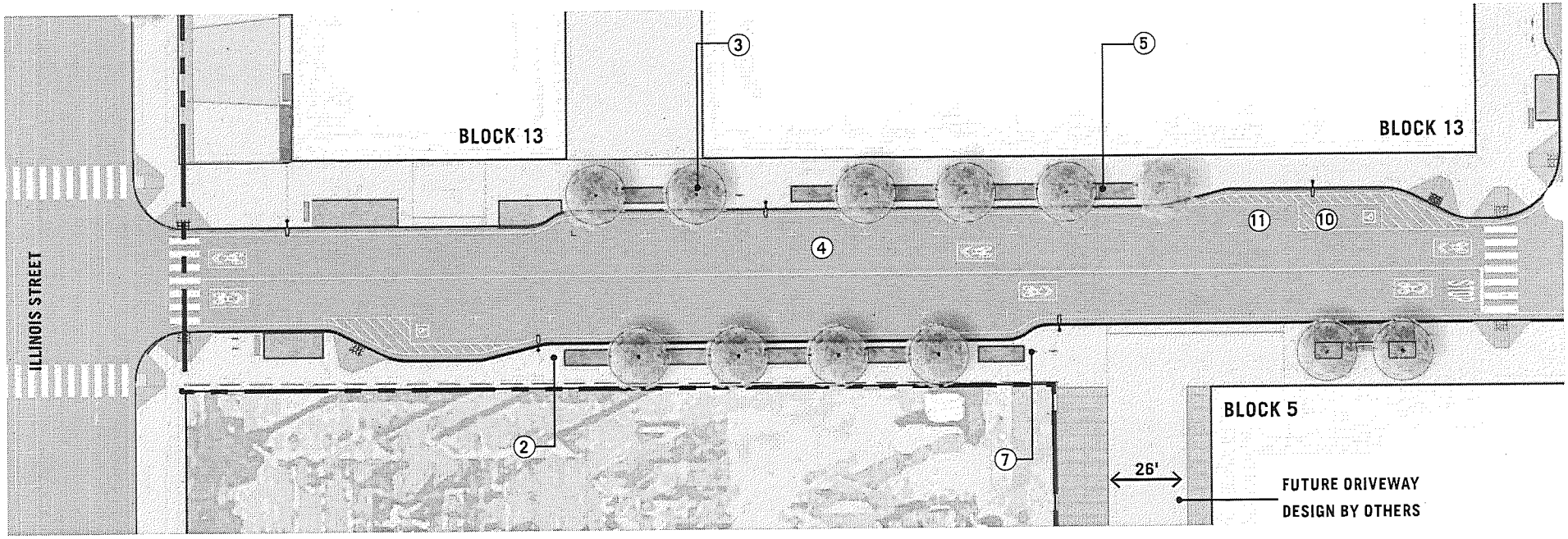


Figure 5.17.5 Maryland Stree: Section D



5.18 Humboldt Street



STANDARDS

5.18.1 Street-Lane and Sidewalk Widths
The widths of street lanes and sidewalks shall be per street section shown in Figure 5.18.2 .

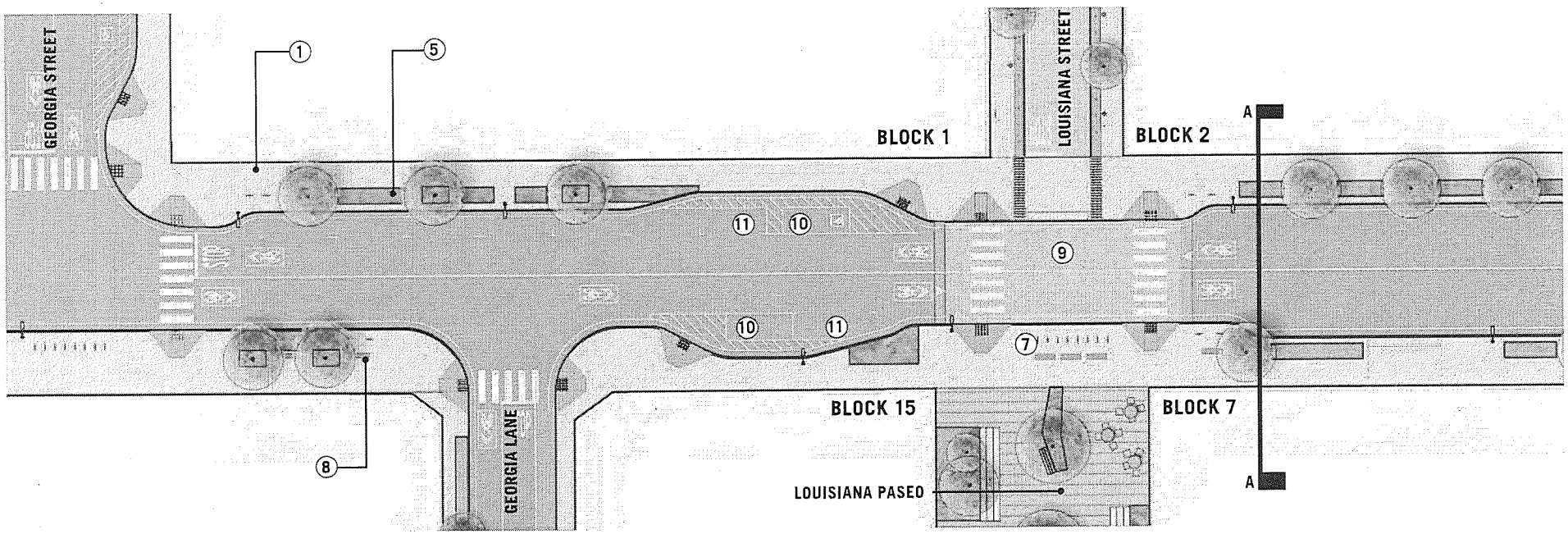
5.18.2 Tree Well Size
Tree wells shall be at least 5 feet by 8 feet.

5.18.3 Tree Well Surfacing
Tree wells shall have crushed stone without stabilizer. Planting in tree wells is allowed.

5.18.4 Raised Pedestrian Crossing
At the intersection of Louisiana Street and Humboldt Street, a two-inch-raised concrete pedestrian crossing shall be included in the street design. The crossing shall be separated from the pedestrian sidewalk by a minimum four-inch curb.

5.18.5 Lighting
Refer to lighting standards per Section 7.2.

Figure 5.18.1 Humboldt Street Concept Plan



LEGEND

1. Pedestrian Throughway
2. Furnishing Zone
3. Tree Well
4. Shared Lane Bicycle Route
5. Stormwater Planter
6. Street Light
7. Bicycle Rack
8. Bench
9. Raised Pedestrian Crossing
10. Universal Loading Zone
11. Accessible Parking

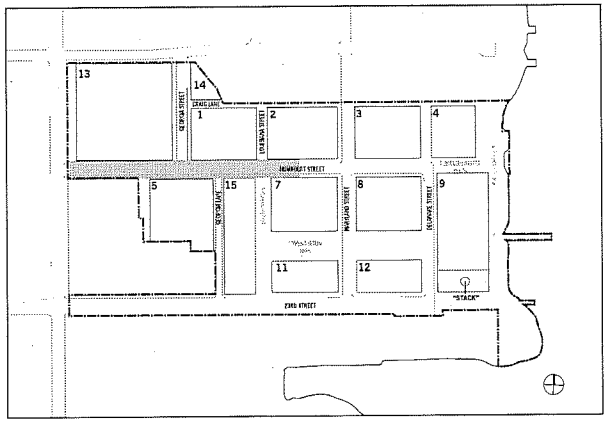
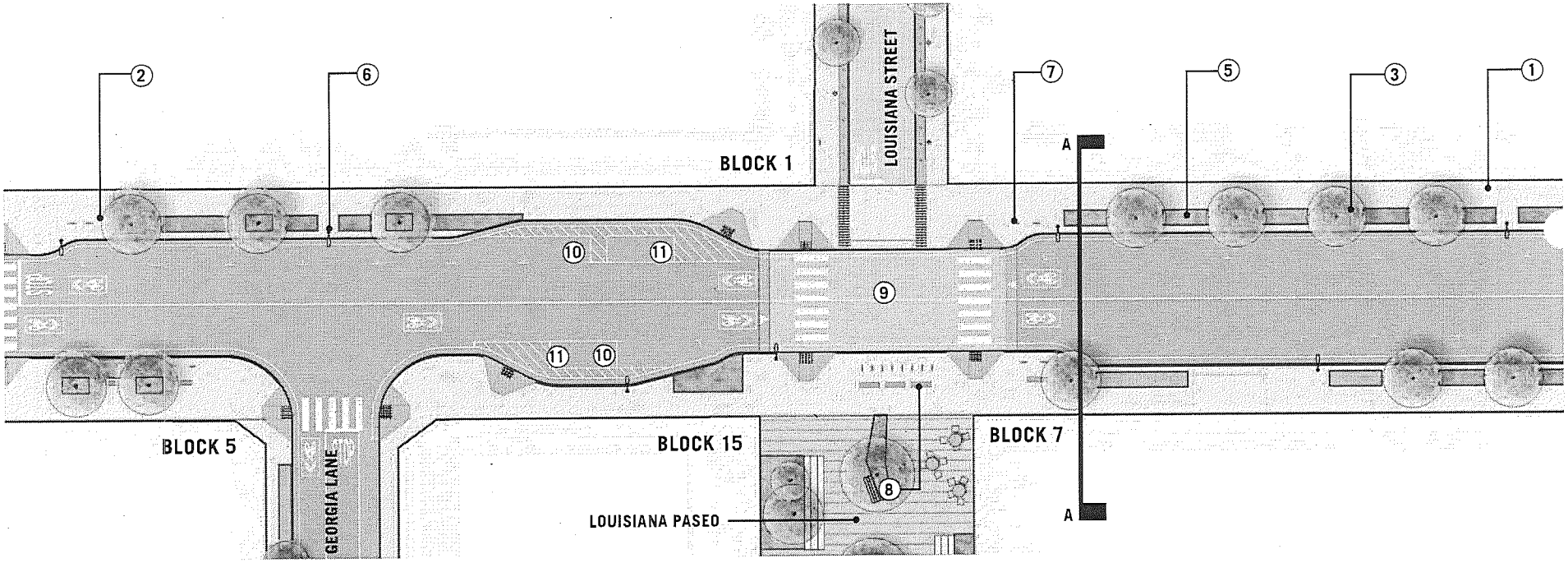
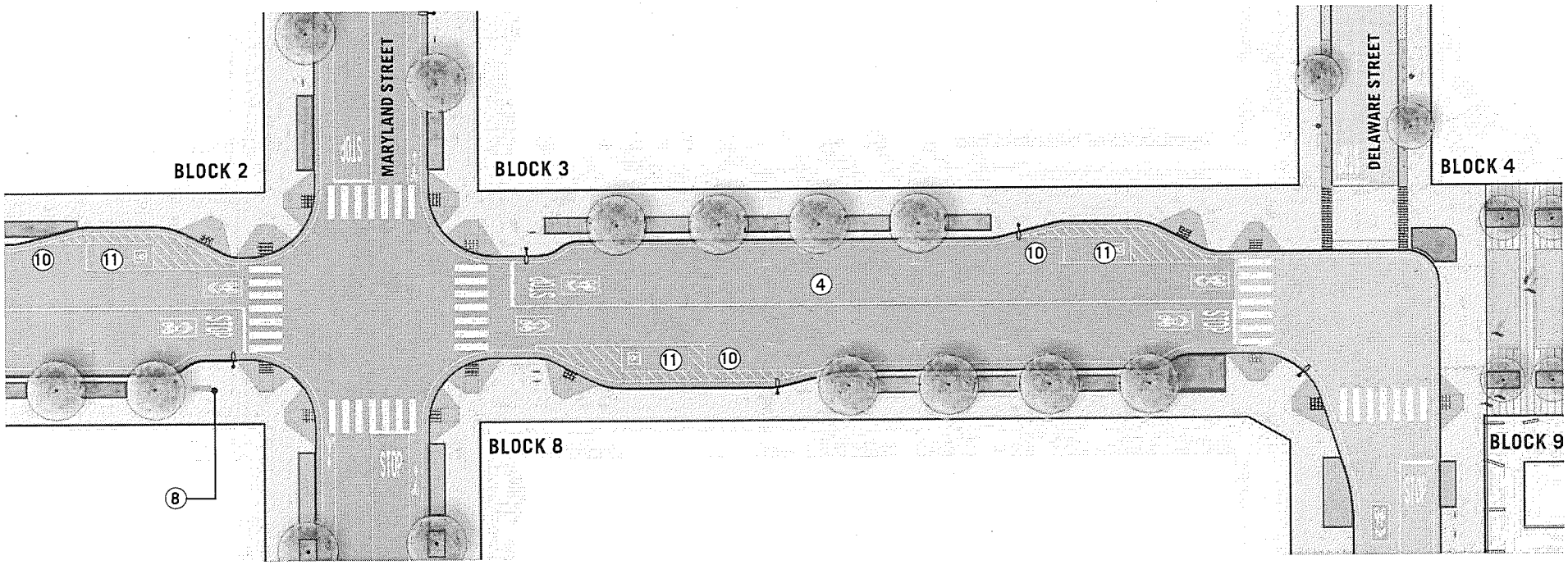


Figure 5.18.1 Humboldt Street Concept Plan (continued)





1. Pedestrian Throughway
2. Furnishing Zone
3. Tree Well
4. Shared Lane Bicycle Route
5. Stormwater Planter
6. Street Light
7. Bike Rack
8. Bench
9. Raised Pedestrian Crossing
10. Universal Loading Zone
11. Accessible Parking

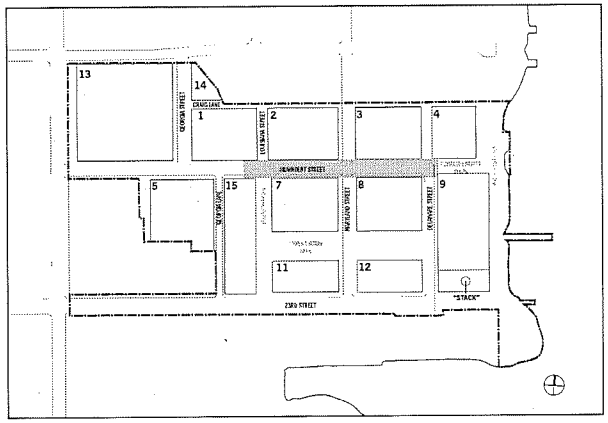
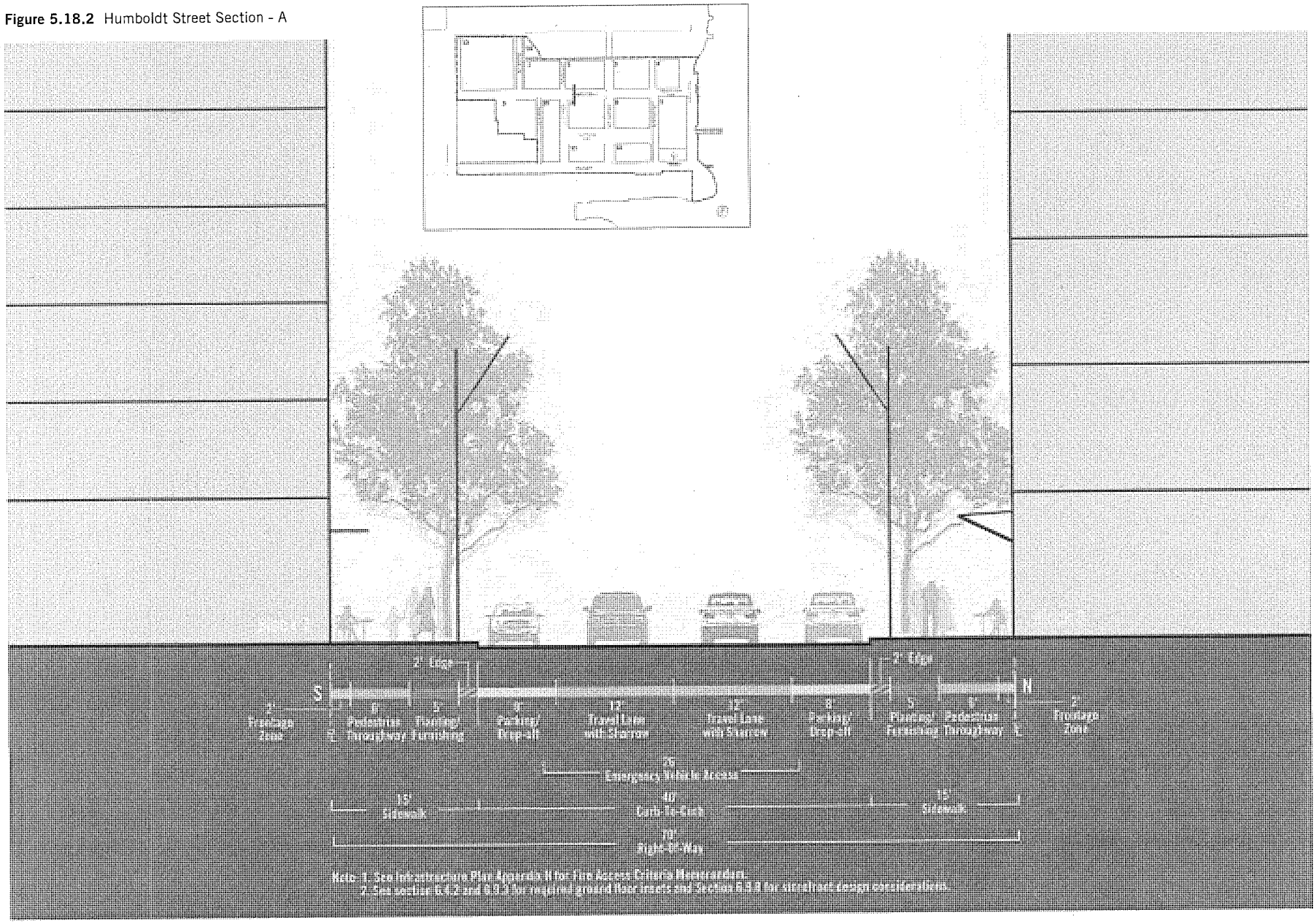


Figure 5.18.2 Humboldt Street Section - A



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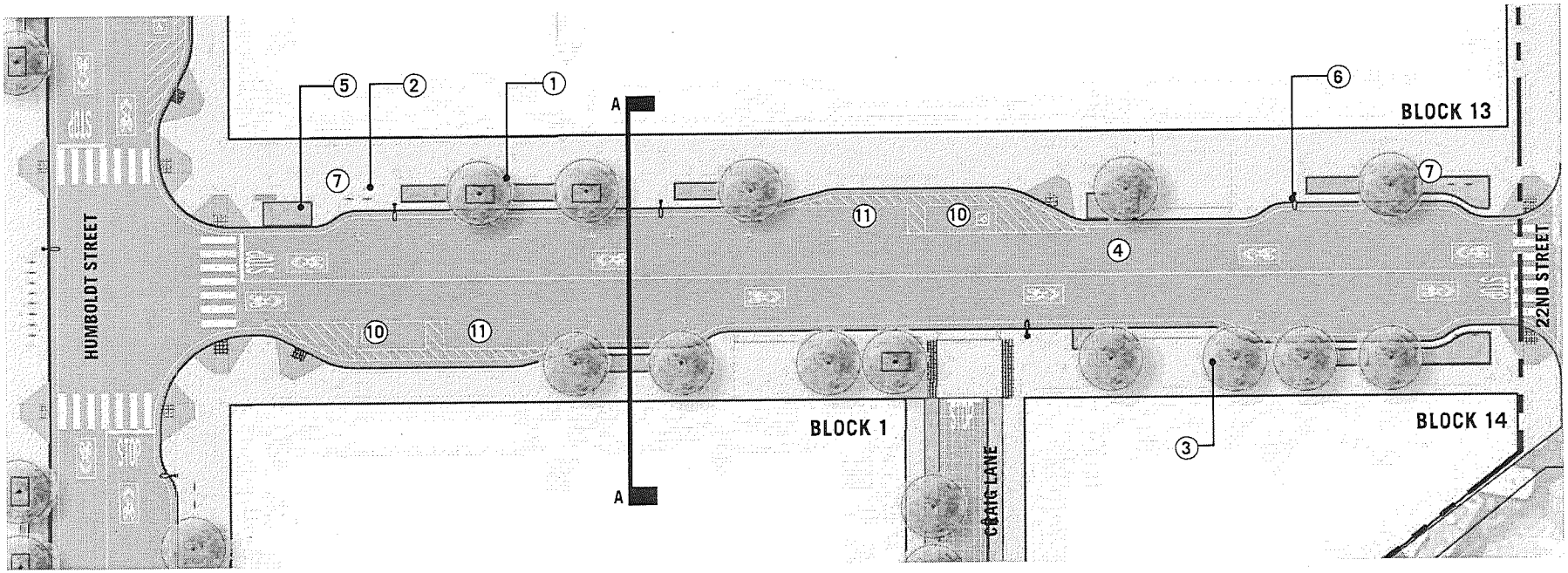
5.19 Georgia Street

Figure 5.19.1 Georgia Street Concept Plan



STANDARDS

5.19.1 Street-Lane and Sidewalk Widths
The widths of street lanes and sidewalks shall be per the street section shown in Figure 5.19.2.

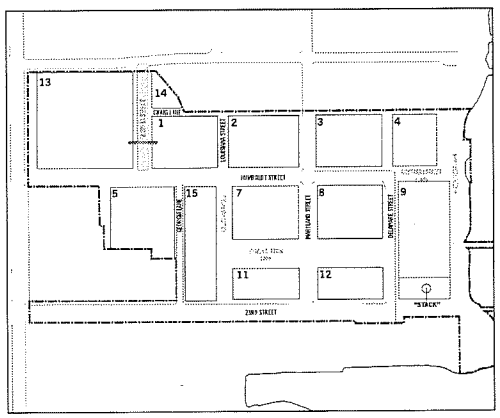
5.19.2 Tree Well Size
Tree wells shall be at least five 5 by 8 feet.

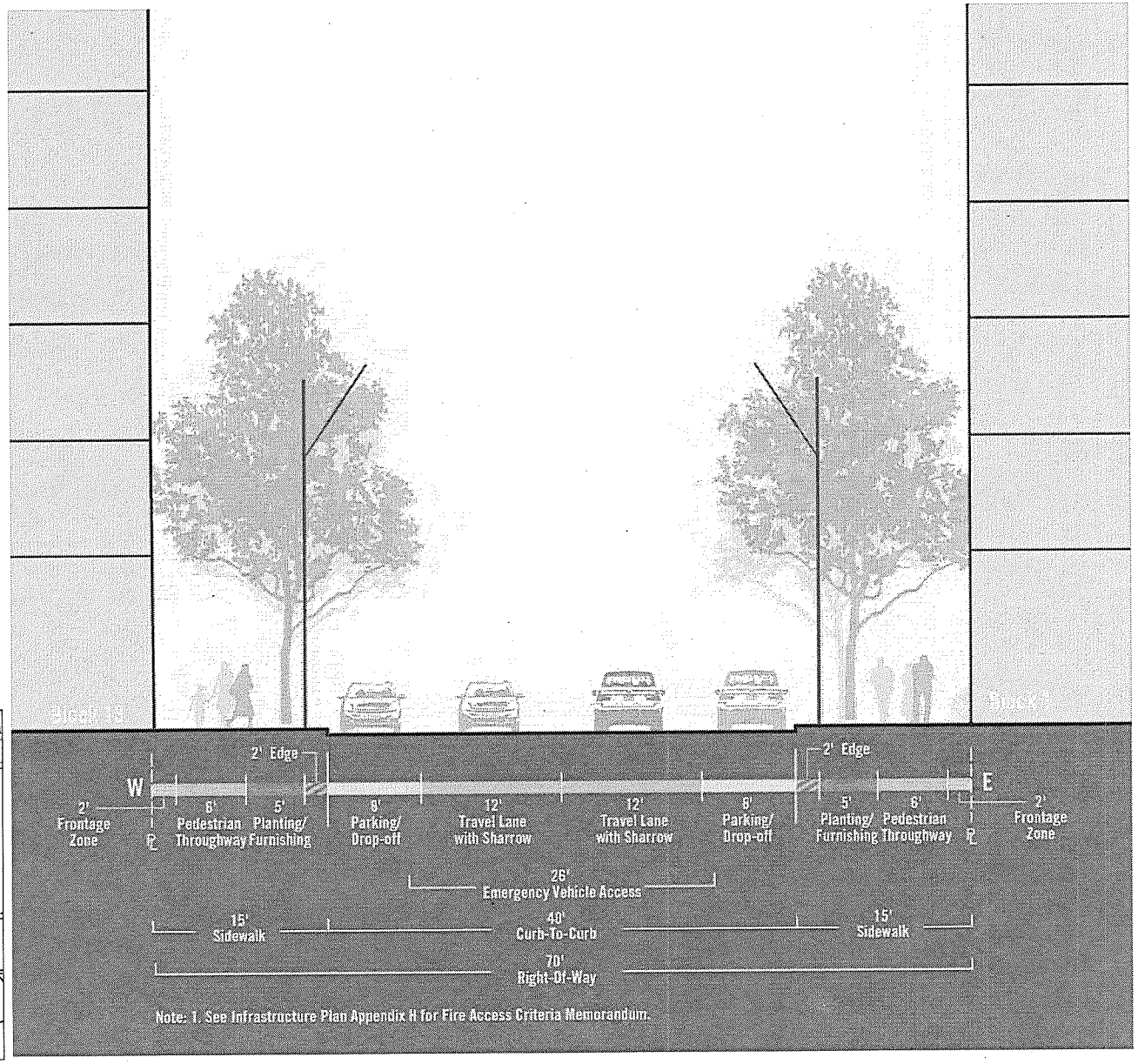
5.19.3 Tree Well Surfacing
Tree wells shall have crushed stone without stabilizer. Planting in tree wells is allowed.

5.19.4 Lighting
Refer to lighting standards per Section 7.2.

1. Pedestrian Throughway
2. Furnishing Zone
3. Tree Well
4. Shared Lane Bicycle Route
5. Stormwater Planter
6. Street Light
7. Bicycle Rack
8. Bench
9. Raised Pedestrian Crossing
10. Universal Loading Zone
11. Accessible Parking

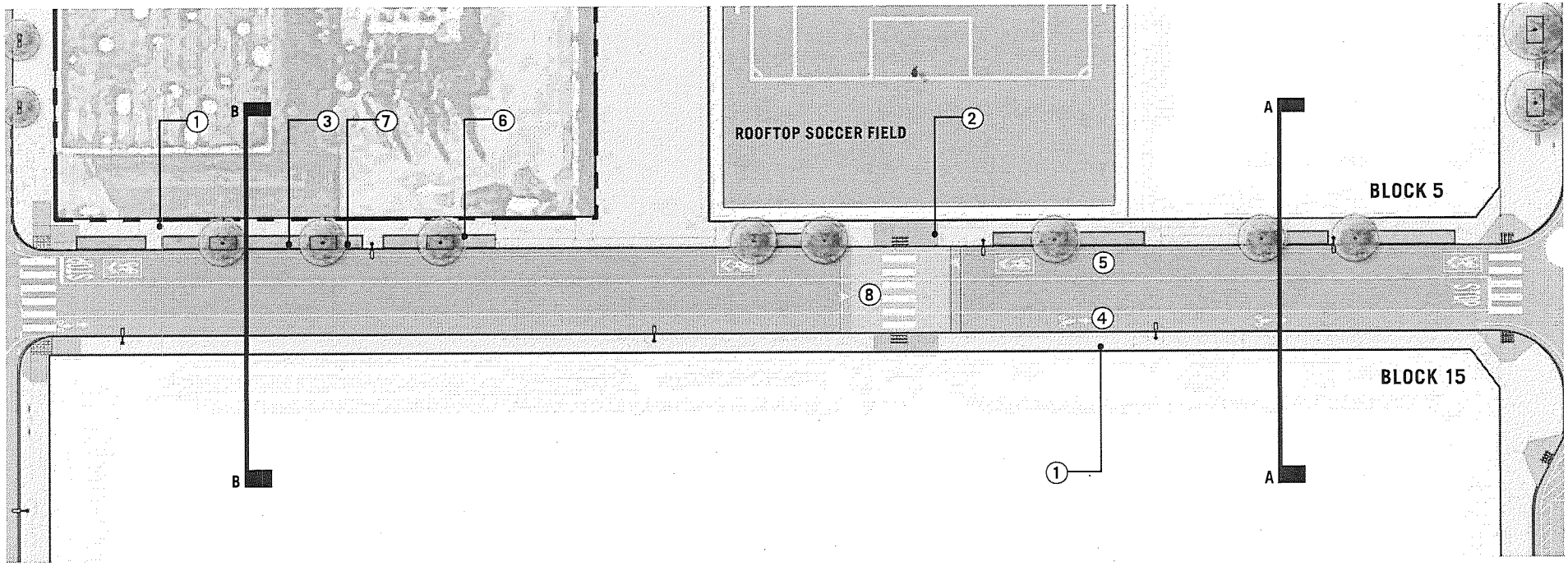
Figure 5.19.2 Georgia Street: Section A





5.20 Georgia Lane

Figure 5.20.1 Georgia Lane Concept Plan



STANDARDS

5.20.1 Street-Lane and Sidewalk Widths

The widths of street lanes and sidewalks shall be per street sections shown in Figure 5.20.2 and Figure 5.20.3.

5.20.2 Tree Well Size

Tree wells shall be at least 3 feet and 6 inches by 8 feet.

5.20.3 Raised Pedestrian Crossing

At approximately the mid-block portion of Block 15, if public access is provided through the building, a 2-inch-raised concrete pedestrian crossing shall be included in the street design for safe crossing, if Block 5 contains Residential, Active Recreation and/ or District Parking Garage uses.

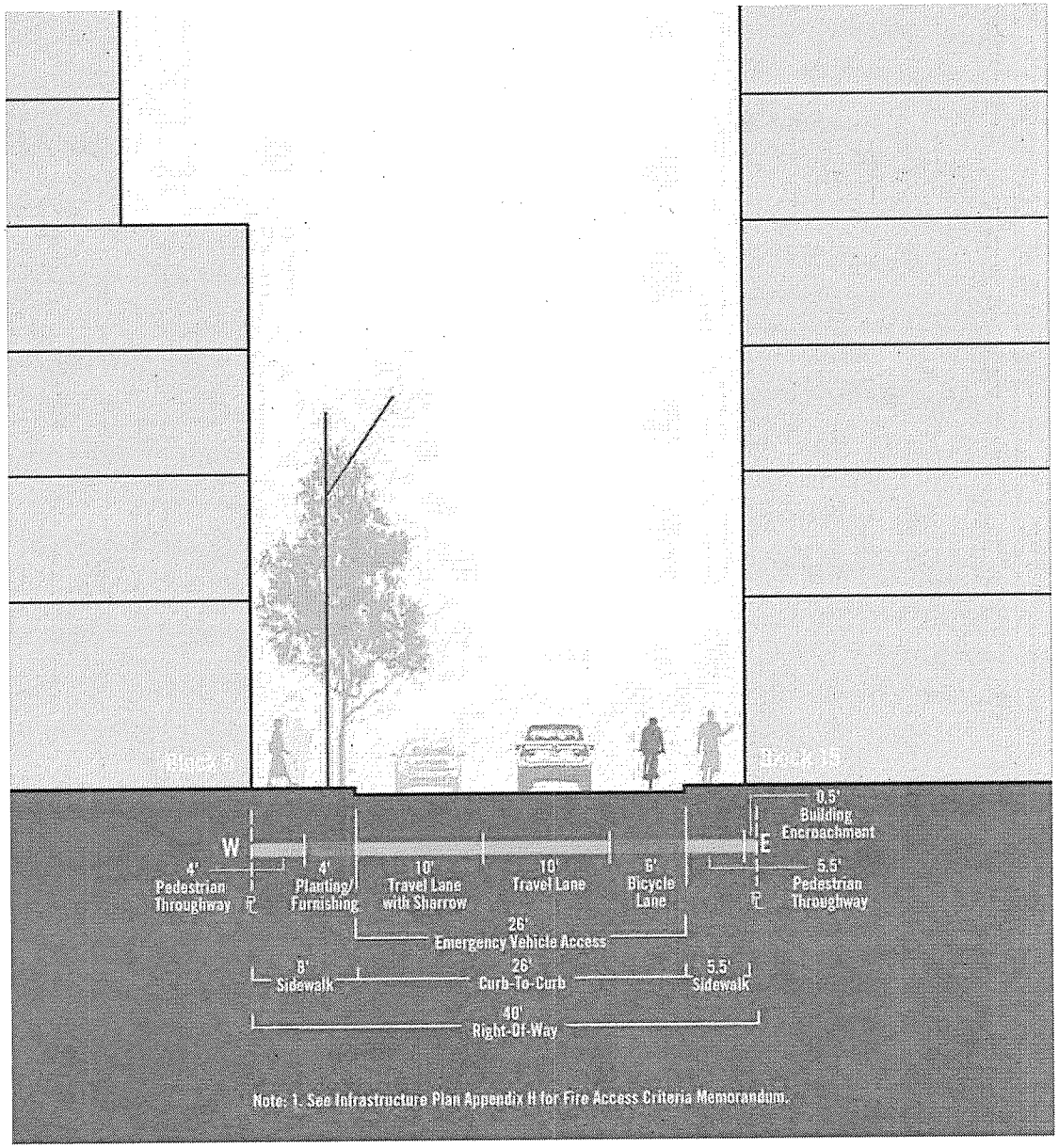
5.20.4 Lighting

Refer to lighting standards per Section 7.2.

LEGEND

1. Pedestrian Throughway
2. Furnishing Zone
3. Tree Well
4. Class II Bicycle Lane
5. Shared Lane Bicycle Route
6. Stormwater Planter
7. Street Light
8. Raised Pedestrian Crossing

Figure 5.20.2 Georgia Lane: Section A (With Station A)



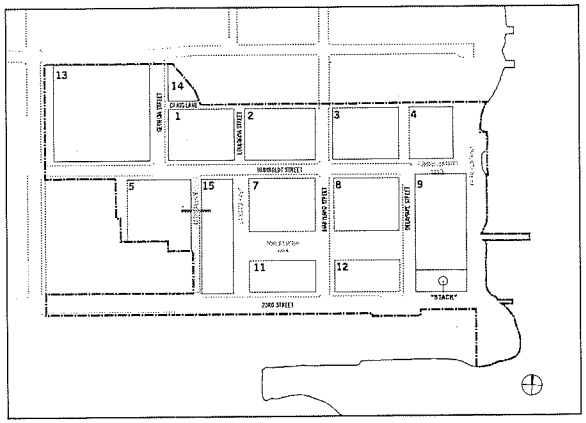
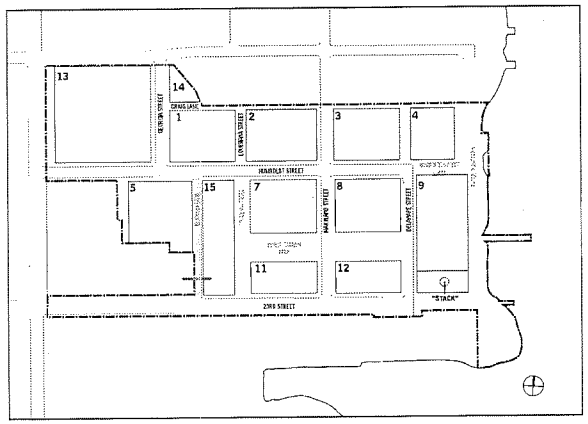


Figure 5.20.3 Georgia Lane: Section B (With Station A)



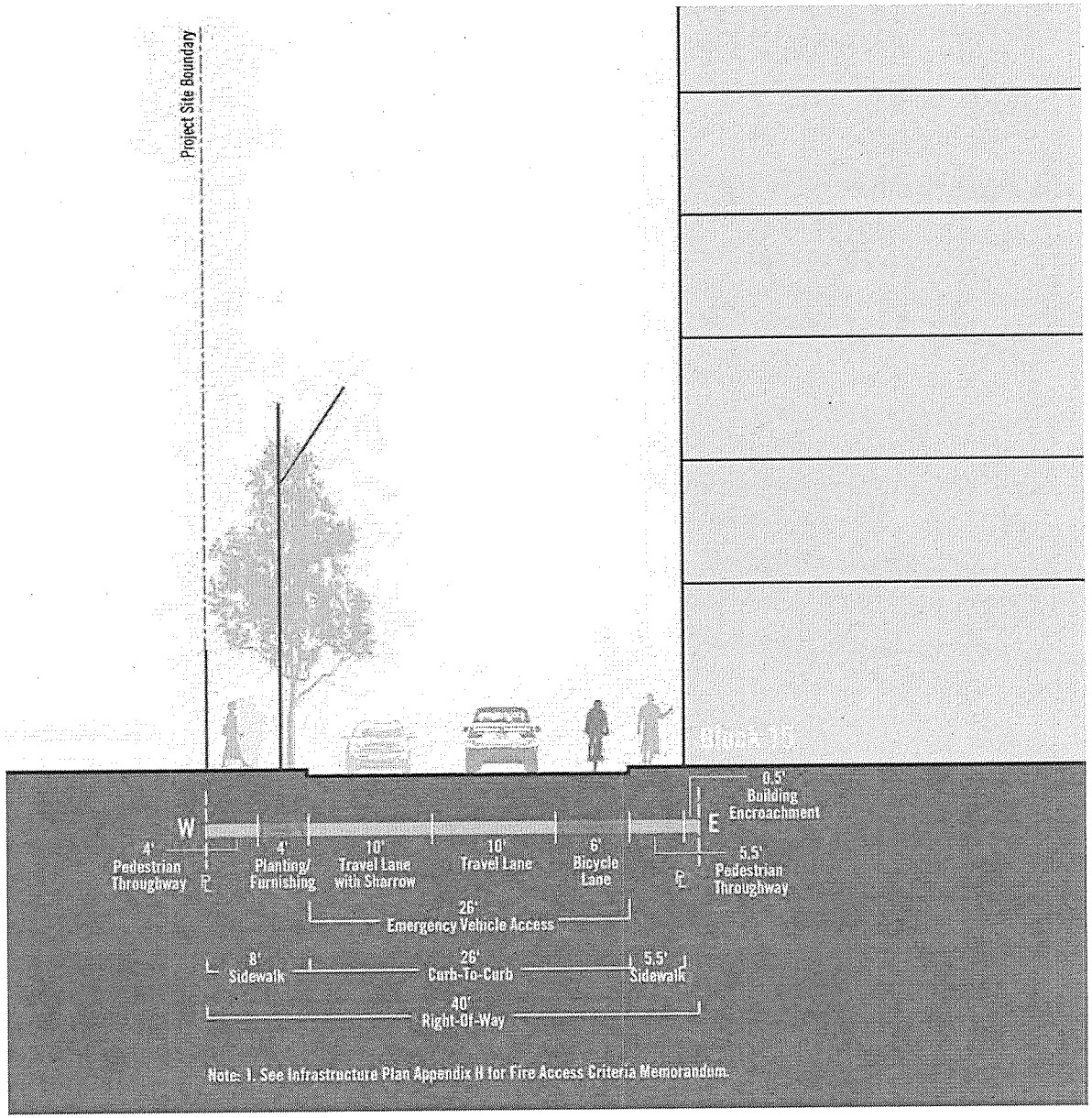
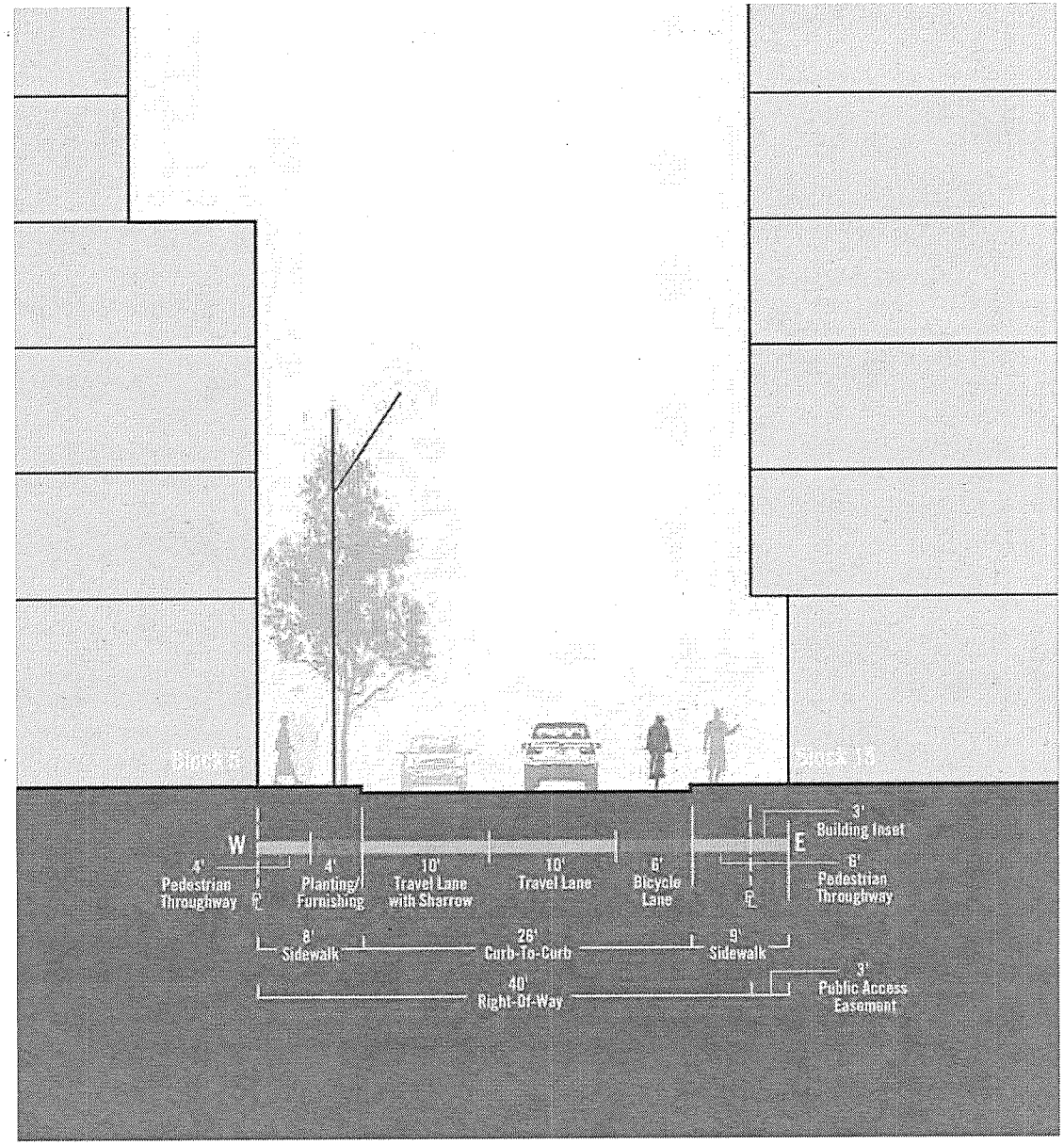


Figure 5.20.4 Georgia Lane: Section A (Without Station A)



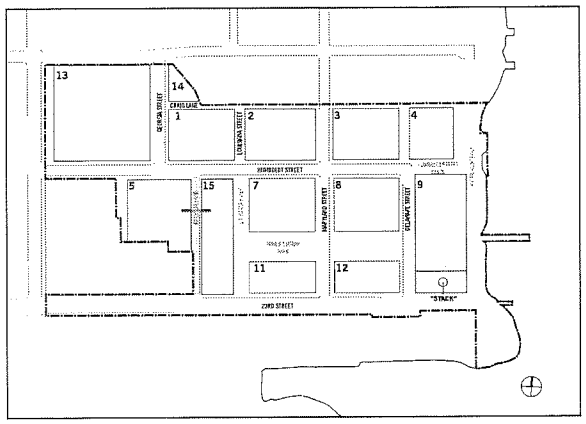
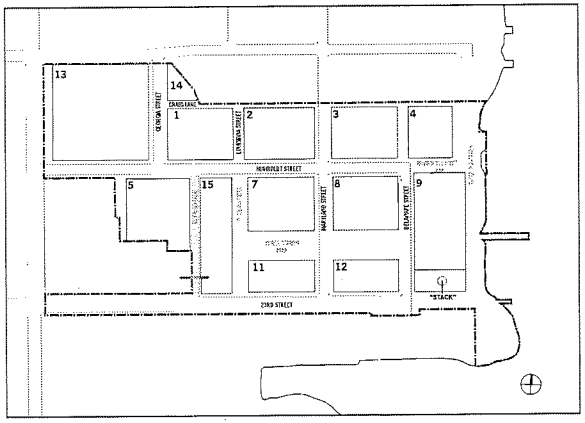
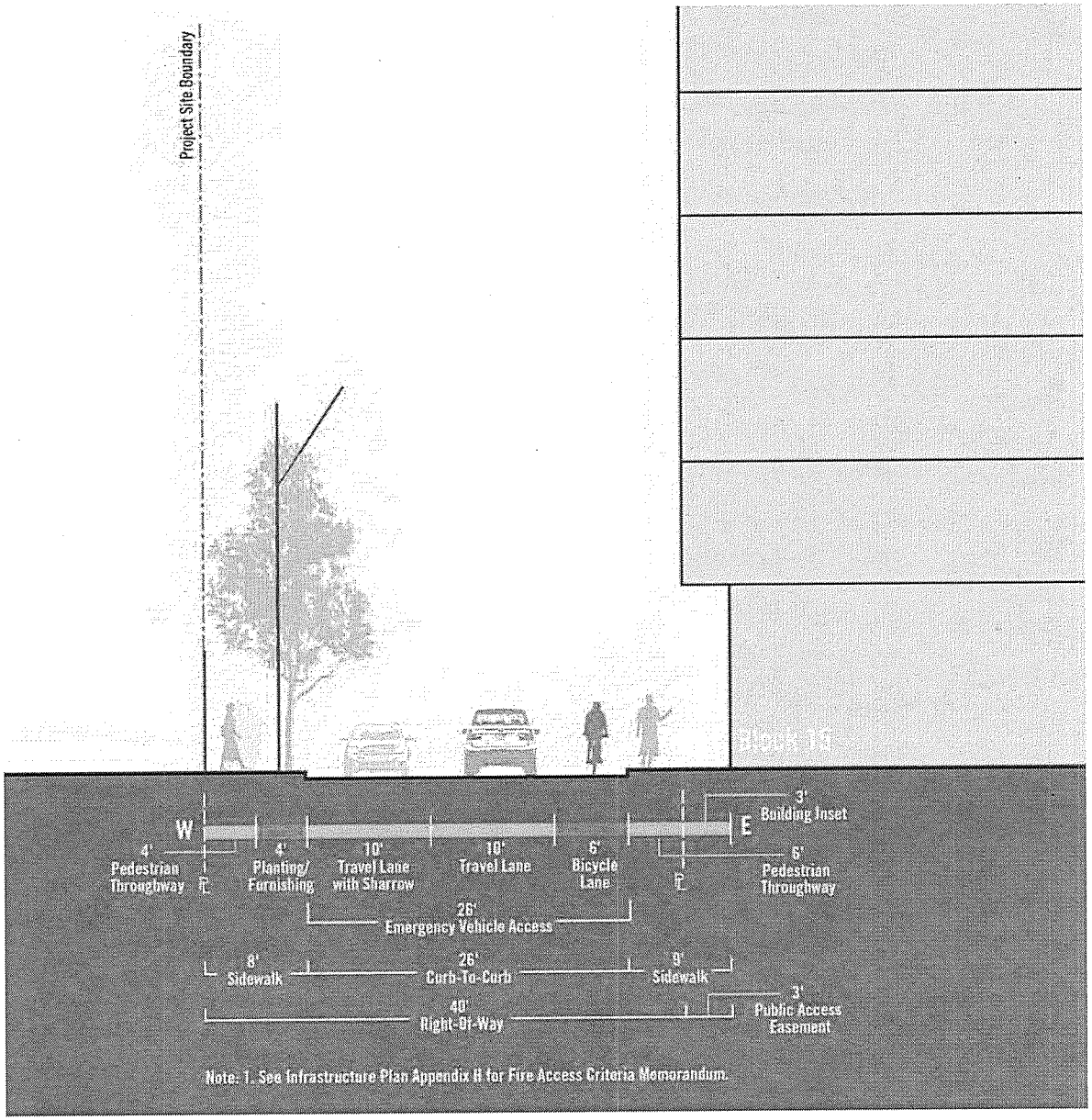


Figure 5.20.5 Georgia Lane: Section B (Without Station A)





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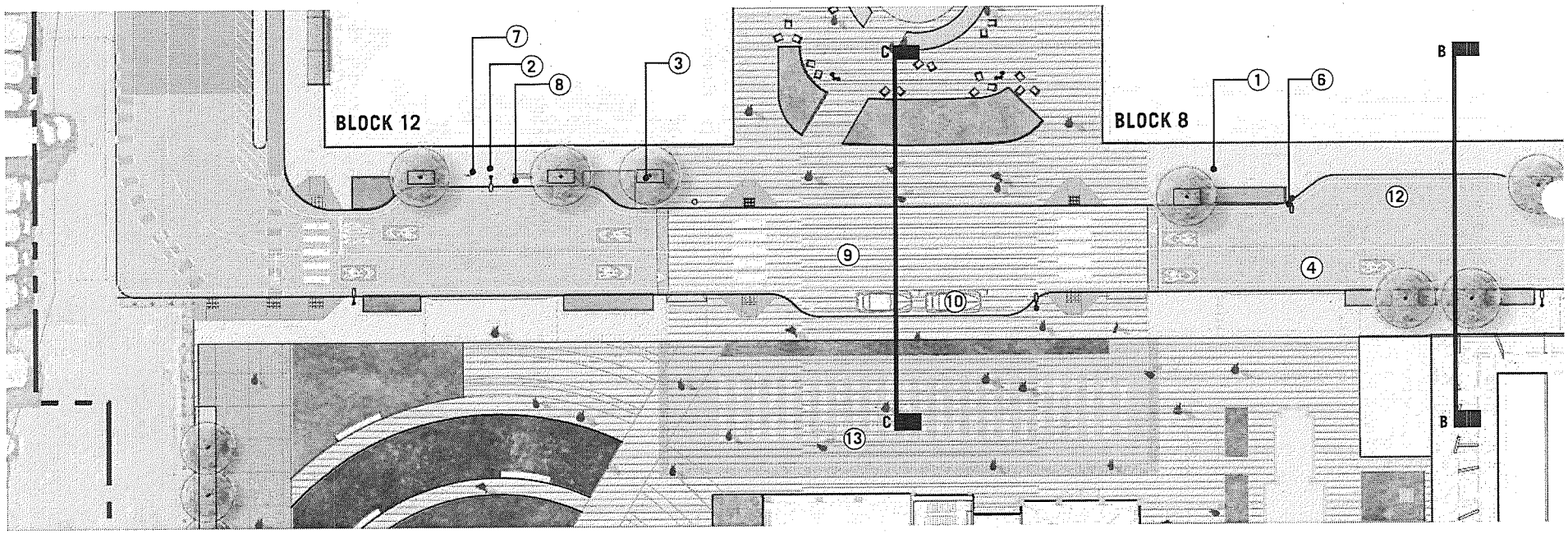
5.21 Delaware Street



STANDARDS

5.21.1 Street-Lane and Sidewalk Widths

The widths of street lanes and sidewalks shall be per street sections shown in Figure 5.21.2, 5.21.3, and 5.21.4.

5.21.2 Roadway Materials

Delaware Street shall be paved with concrete between 23rd Street and Humboldt Street. Custom score patterns may be used to the extent that they will be accepted by SFPW.

5.21.3 Tree Well Size

Tree wells shall be at least 5 feet by 8 feet.

5.21.4 Tree Well Surfacing

Tree wells shall be planted. Crushed stone without stabilizer in tree wells is allowed.

5.21.5 Raised Pedestrian Crossing

Between Power Station Park and Unit 3, a 2-inch-raised concrete pedestrian crossing shall be included in the street design. The crossing shall be separated from the pedestrian sidewalk by a minimum 4-inch curb.

This standard applies to the section of Delaware Street west of the Unit 3 passenger loading and fire access area and east Power Station Park for a width of approximately 145 feet.

1. Pedestrian Throughway
2. Furnishing Zone
3. Tree Well
4. Shared Lane Bicycle Route
5. Stormwater Planter
6. Street Light
7. Bike Rack
8. Bench
9. Raised Pedestrian Crossing
10. Passenger Loading Zone
11. Accessible Parking
12. Shuttle Stop
13. Unit 3 Fire Access and Passenger Loading

Figure 5.21.1 Delaware Street Concept Plan

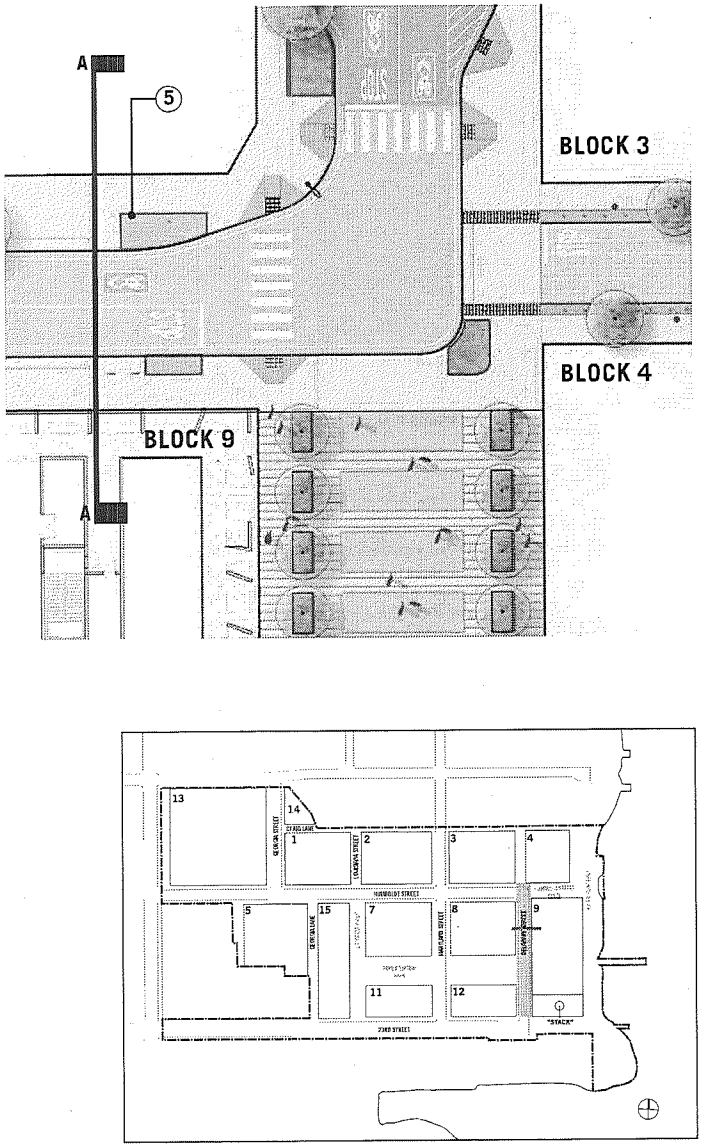


Figure 5.21.2 Delaware Street: Section A

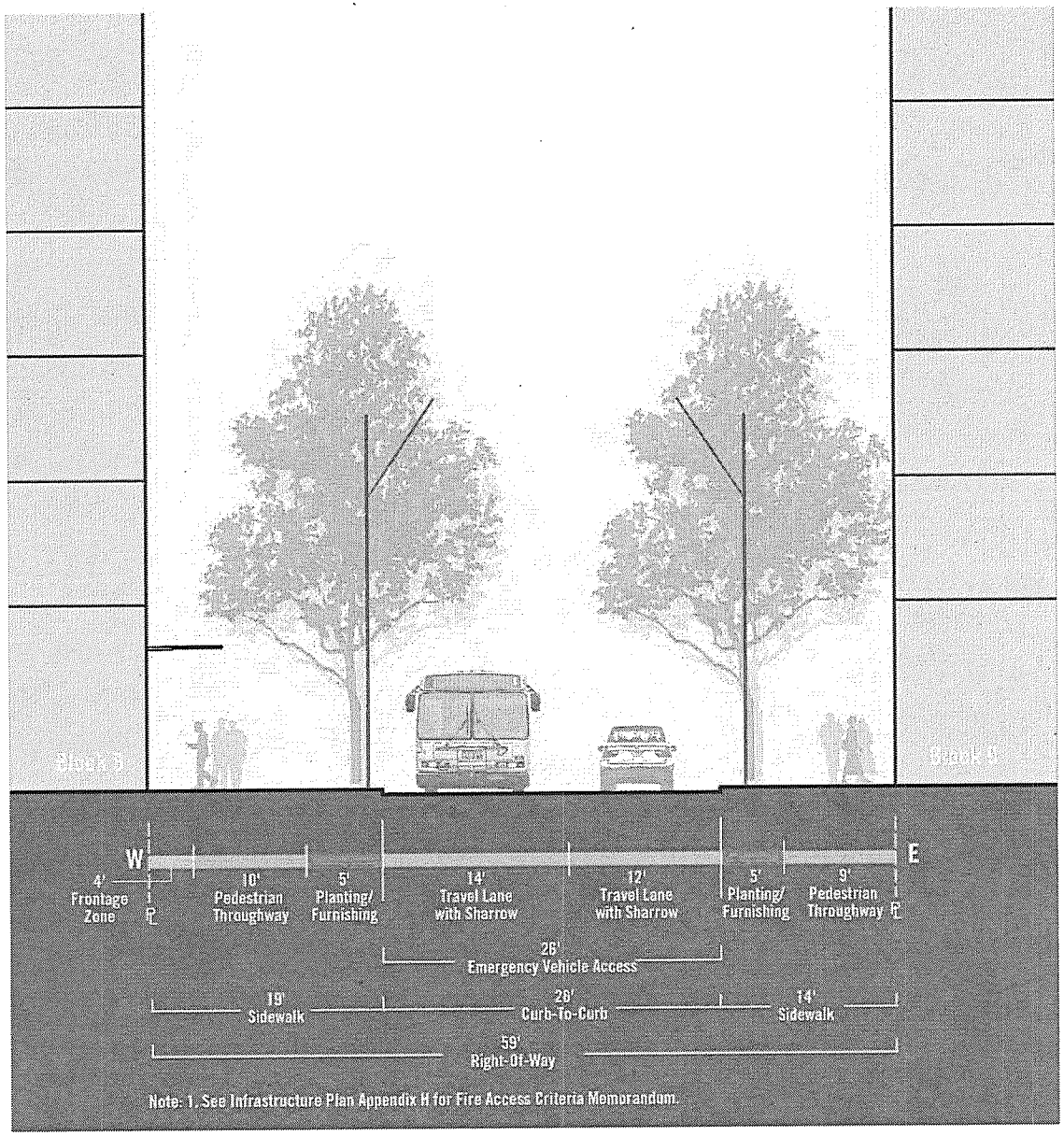
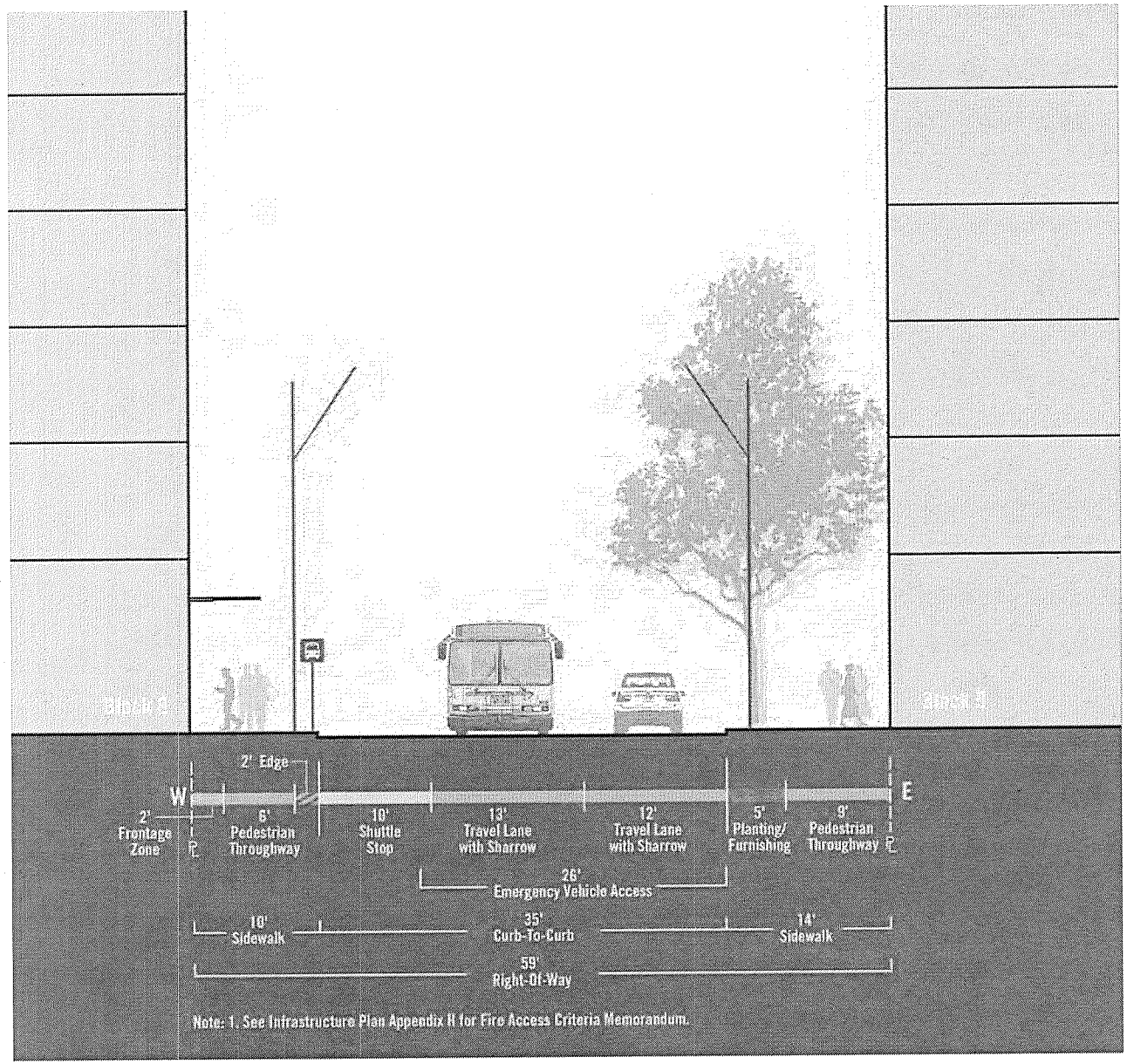


Figure 5.21.3 Delaware Street: Section B



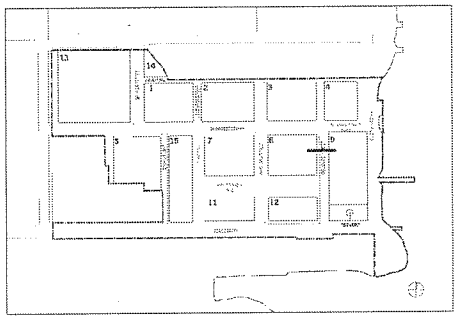


Figure 5.21.4 Delaware Street: Section C

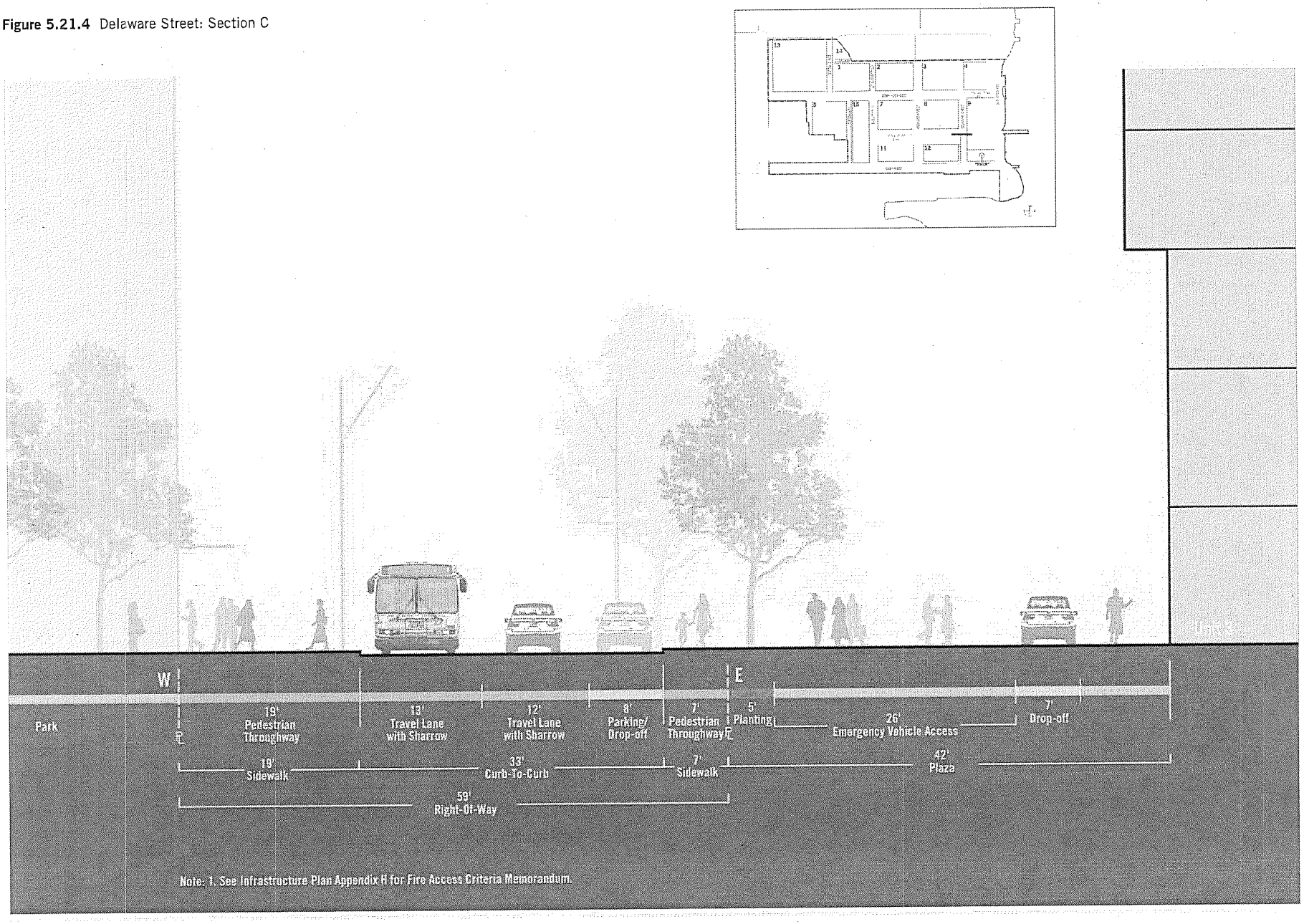
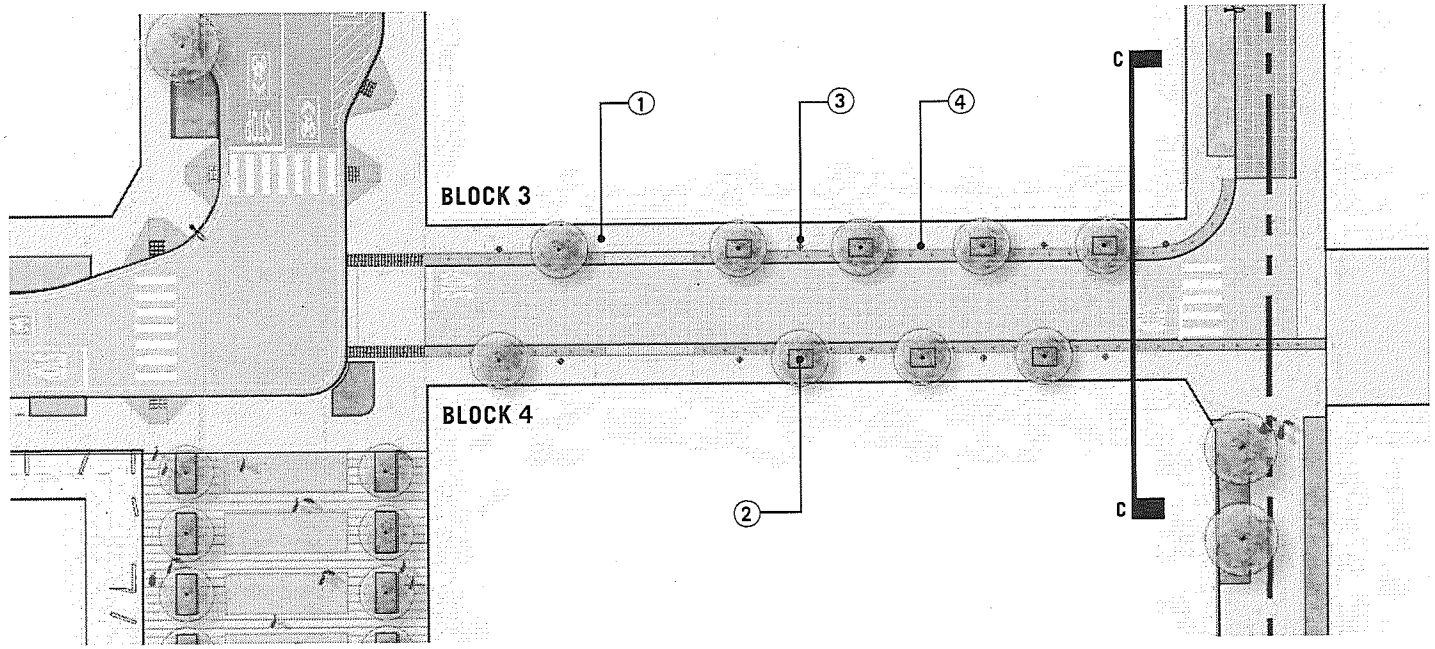


Figure 5.21.5 Delaware Street Concept Plan (continued)



LEGEND

1. Pedestrian Throughway
2. Tree Well
3. Bollard
4. Street Light

STANDARDS

5.21.6 Vehicular/Shared Travel Lane and Pedestrian-Only Throughway Space Widths
The widths of street lanes and sidewalks shall be per street section shown in Figure 5.21.6.

5.21.7 Shared Lane/Vehicular Zone Materials
Shared lanes shall be paved with enhanced cast in place concrete, unit pavers, or permeable unit pavers.

5.21.8 Detectable Warning Pavers
A three-foot-wide strip of detectable warning pavers shall separate the Pedestrian Throughway from the shared lanes. Detectable warning pavers shall be alternate colors/materials as shown in Figure 5.15.2.

5.21.9 Bollards
Bollards shall be placed at minimum 5 feet on-center along the center of the detectable warning paver strip if a curb is not provided instead.

5.21.10 Tree Well Size
Tree wells shall be at least 4 feet by 6 feet minimum.

5.21.11 Tree Well Surfacing
Tree wells shall have tree grates that comply with pedestrian accessibility standards.

5.21.12 Lighting
Lighting design shall feature pedestrian pole lights or lighted bollards, as appropriate. Refer to lighting standards per Section 7.2.

GUIDELINES

5.21.13 Stormwater Treatment
If surface stormwater treatment planters are not feasible, a structural cell system for tree planting and/or permeable concrete unit pavers may be used to treat stormwater runoff.

5.21.14 Pier 70 Connection
To ensure a safe transition, the Power Station project shall coordinate design of Delaware Street with the Pier 70 project.

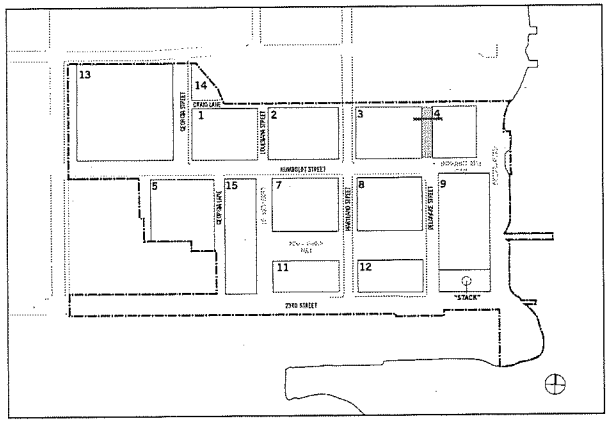
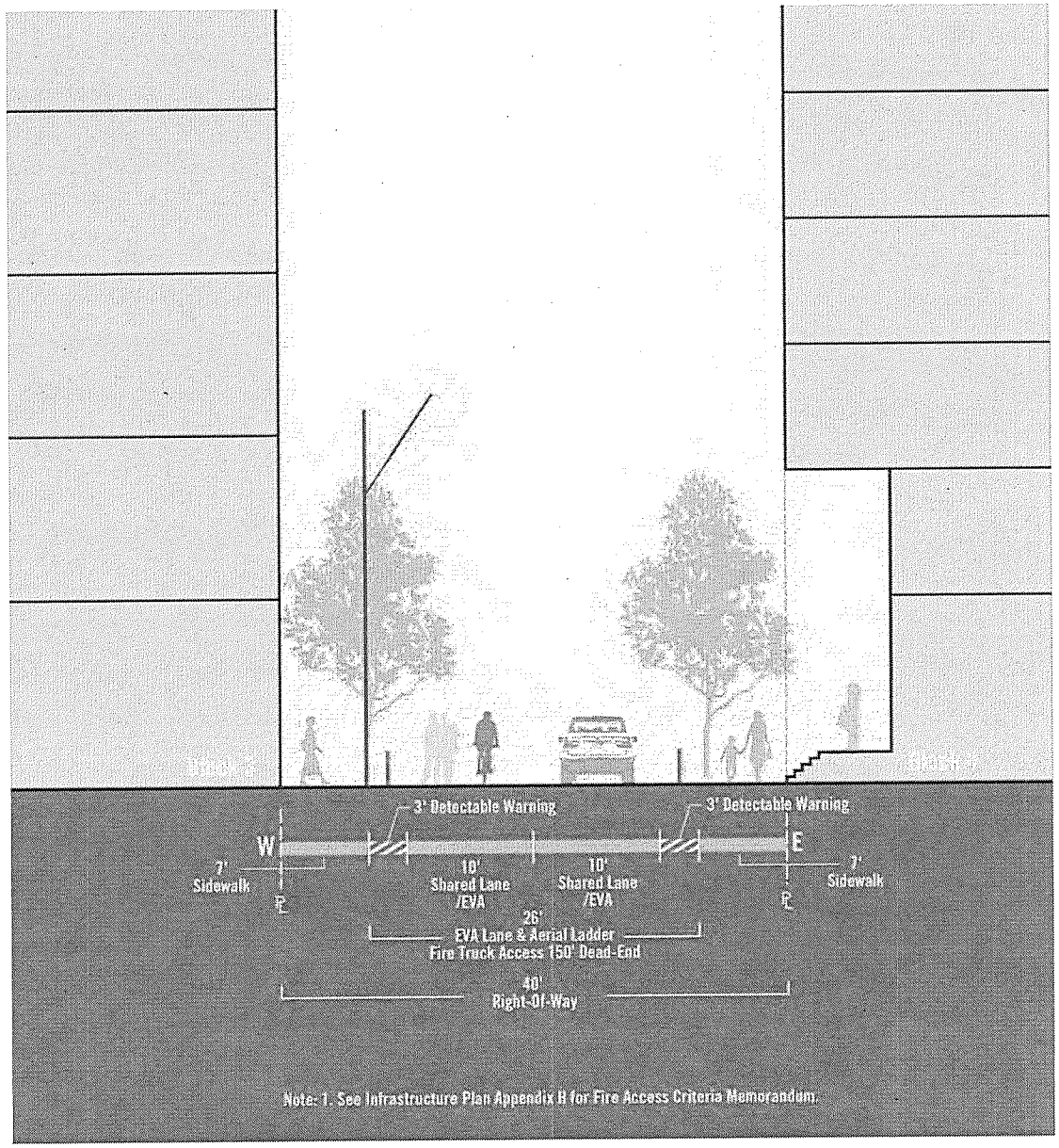


Figure 5.21.6 Delaware Alley: Section C

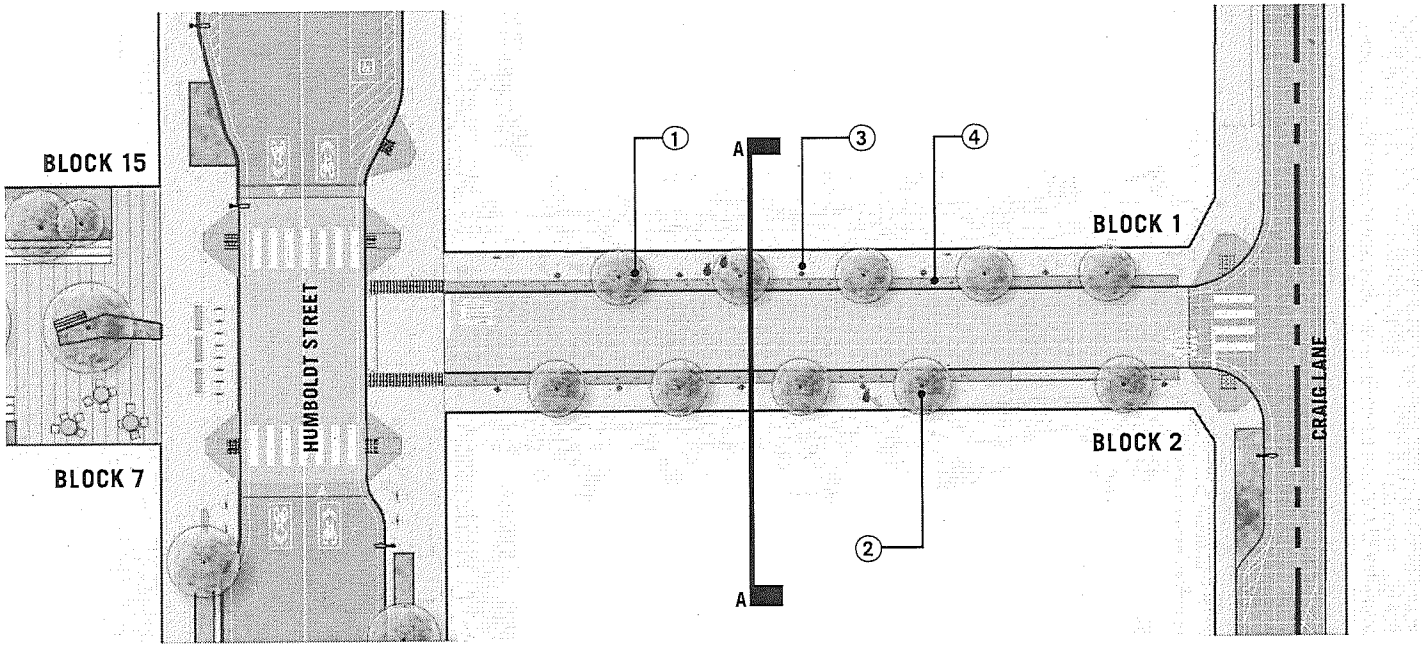


CONSIDERATIONS

5.21.15 Thermal Energy Plant Piping Connection
If the Project Sponsor determines that such a system would be feasible, the project may elect to construct shared thermal energy plants. Such a system would use shared thermal energy plants within the project site, to recover waste heat from commercial buildings for heating and cooling use in residential buildings, to reduce the project's overall energy and water demands. If feasible, utilities related to this system including an insulated pipe connection shall be provided under the private portion of Delaware Street, between Blocks 3 and 4.

5.22 Louisiana Street

Figure 5.22.1 Louisiana Street Concept Plan



LEGEND

1. Pedestrian Throughway
2. Tree Well
3. Bollard
4. Street Light

STANDARDS

5.22.1 Vehicular/Shared Travel Lane and Pedestrian-Only Throughway Space Widths
The widths of street lanes and sidewalks shall be per street sections shown in Figure 5.22.2.

5.22.2 Pedestrian Throughway Materials
The Pedestrian Throughway, shall be an accessible path of travel that is unobstructed and ADA-compliant. Paving material shall be enhanced cast in place concrete and/or unit pavers.

5.22.3 Shared Lane/Vehicular Zone Materials
Shared lanes shall be paved with enhanced cast in place concrete, unit pavers, or permeable unit pavers.

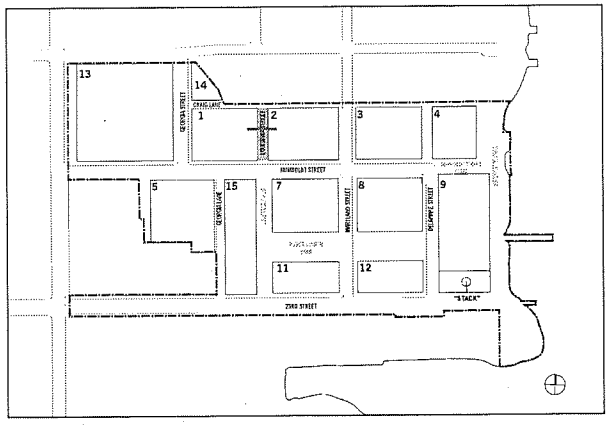
5.22.4 Detectable Warning Pavers
A three-foot wide strip of detectable warning pavers shall separate the Pedestrian Throughway from the shared lanes. Detectable warning pavers shall be alternate colors/materials as shown in Figure 5.15.2.

5.22.5 Bollards
Bollards shall be placed at minimum 5 feet on-center along the center of the detectable warning paver strip if a curb is not provided instead.

5.22.6 Tree Well Size
Tree wells shall be at least 4 feet by 6 feet.

5.22.7 Tree Well Surfacing
Tree wells shall have tree grates that comply with pedestrian accessibility standards.

5.22.8 Lighting
Lighting design shall feature pedestrian pole or lighted bollards, as appropriate. Refer to lighting standards per Section 7.2.



GUIDELINES

5.22.9 Residential Stoops

A four-foot encroachment zone is allowed, but not required along the west side of the Louisiana Street shared public way. Stoops and stairs related to residential entries are allowed, but not required in this zone.

5.22.10 Stormwater Treatment

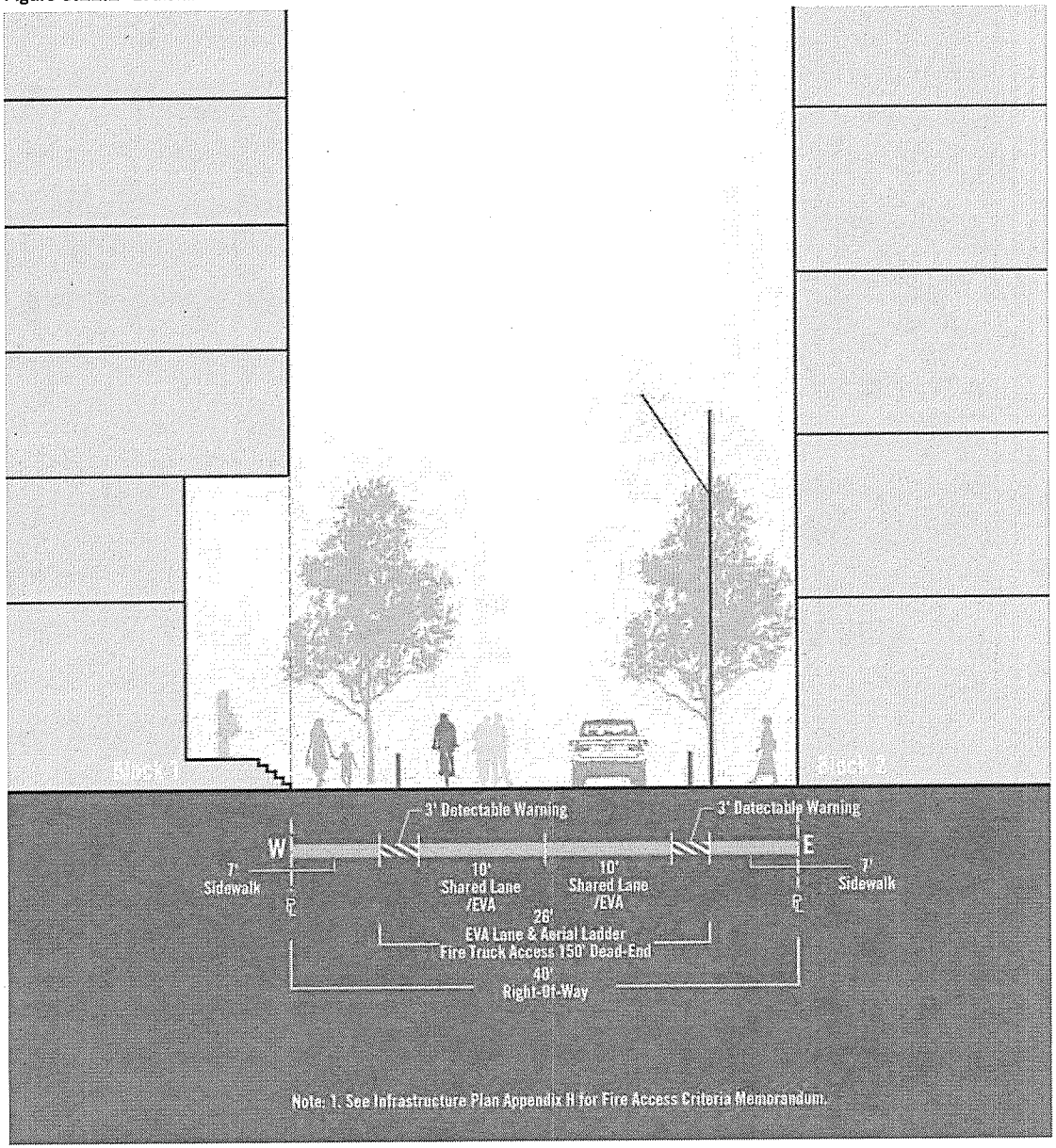
If surface stormwater treatment planters are not feasible, a structural cell system for tree planting and/or permeable concrete unit pavers may be used to treat stormwater runoff.

CONSIDERATIONS

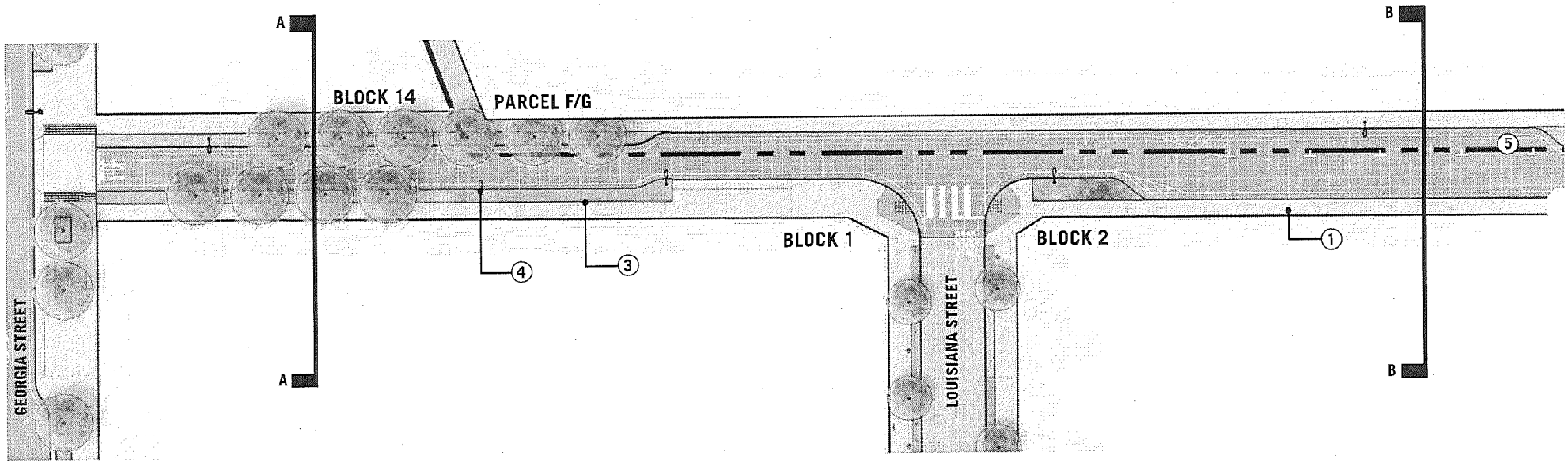
5.22.11 Thermal Energy Plant Piping Connection

The project may elect to construct shared thermal energy plants, if the Project Sponsor determines that such a system would be feasible. Such a system would use shared thermal energy plants within the project site to recover waste heat from commercial buildings for heating and cooling use in residential buildings to reduce the project's overall energy and water demands. If feasible, utilities related to this system, including an insulated pipe connection, shall be provided under the private portion of Louisiana Street, between Blocks 1 and 2.

Figure 5.22.2 Louisiana Street: Section A



5.23 Craig Lane



STANDARDS

5.23.1 Street-Lane and Sidewalk Widths
The design of Craig Lane is tentative pending locations of building openings, curb cuts, and distribution of loading/parking to the north and south sides of the street. The widths of street lanes and sidewalks shall be per street sections shown in Figure 5.23.2-5.23.4.

5.23.2 Roadway Materials
Craig Lane shall be paved with stamped concrete, stamped asphalt, or unit paving.

5.23.3 Tree Well Size
Tree wells shall be at least 5 feet by 8 feet.

5.23.4 Tree Well Surfacing
Tree wells shall be planted with a diverse mix of ornamental grasses, small woody shrubs and herbaceous perennials. Alternate tree surfacing: non-stabilized crushed stone.

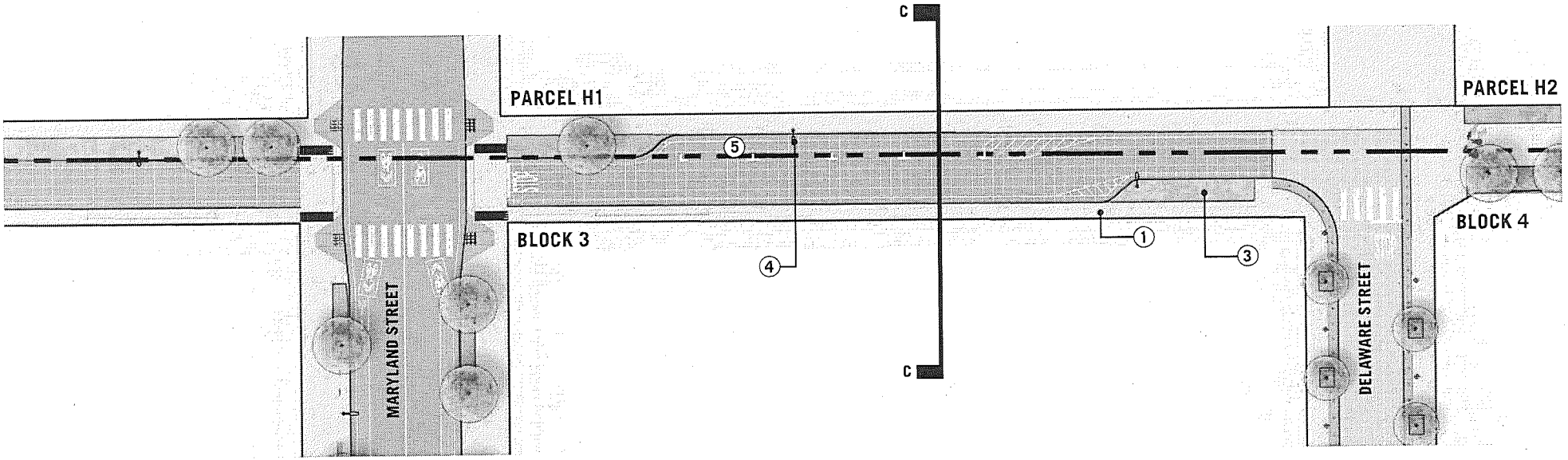
5.23.5 Pedestrian Throughway Materials
The Pedestrian Throughway, shall be an accessible path of travel that is unobstructed and ADA-compliant. Paving material shall be SF Public Works standard cast-in-place concrete.

5.23.6 Furnishing Zone Materials
Furnishing zone shall be SF Public Works standard cast-in-place concrete.

CONSIDERATION

5.23.7 Parking / Loading
Consider dedicating 50 percent of the frontrages of Pier 70 parcels F/G and H1 to parking/loading zone.

Figure 5.23.1 Craig Lane Concept Plan



LEGEND

1. Pedestrian Throughway
2. Tree Well
3. Stormwater Planter
4. Street Light
5. Commercial Loading Zone

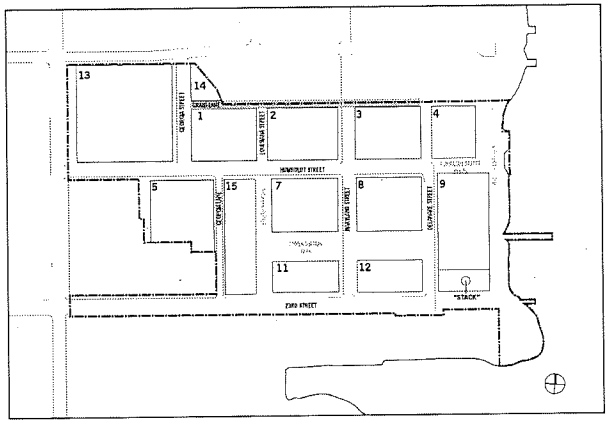
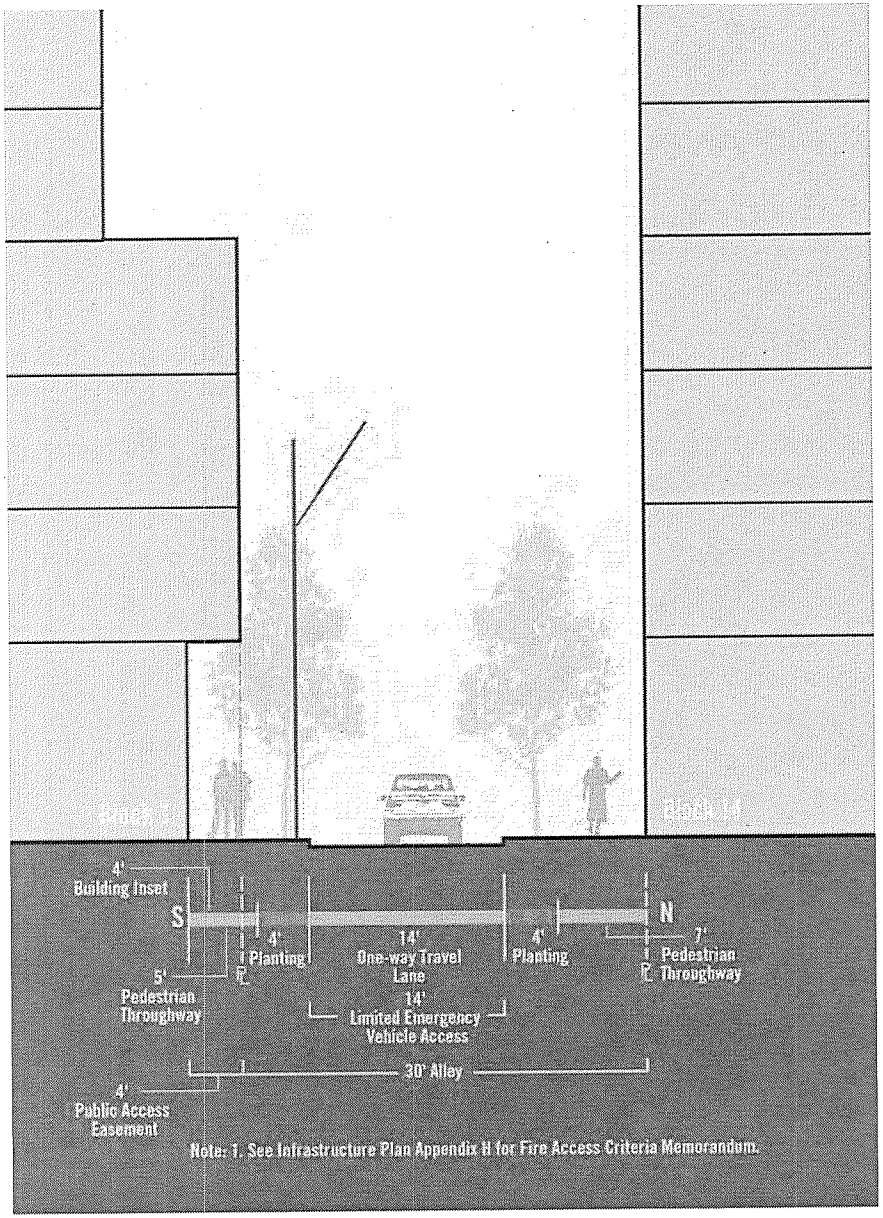


Figure 5.23.2 Craig Lane: Section A



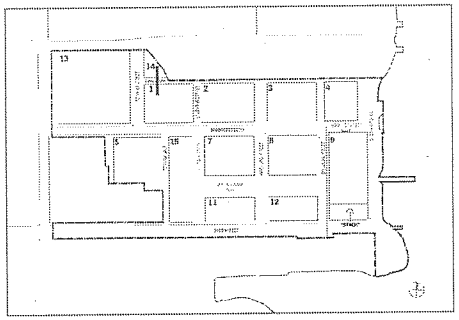
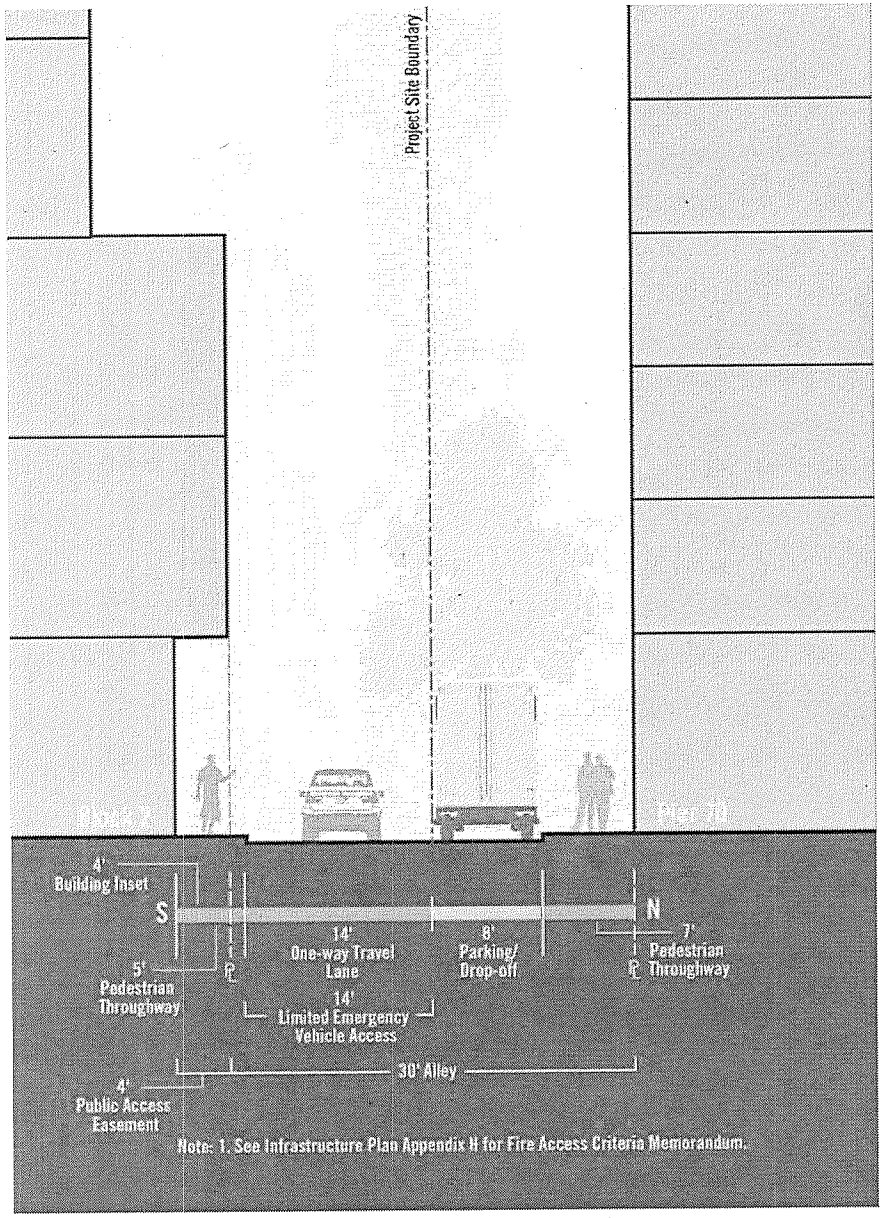


Figure 5.23.3 Craig Lane: Section B



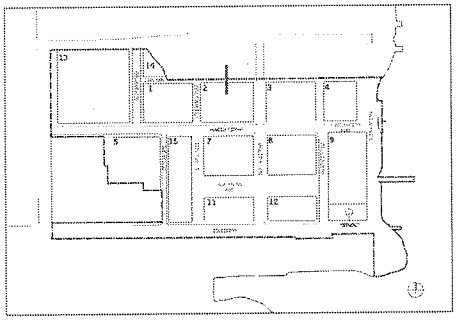
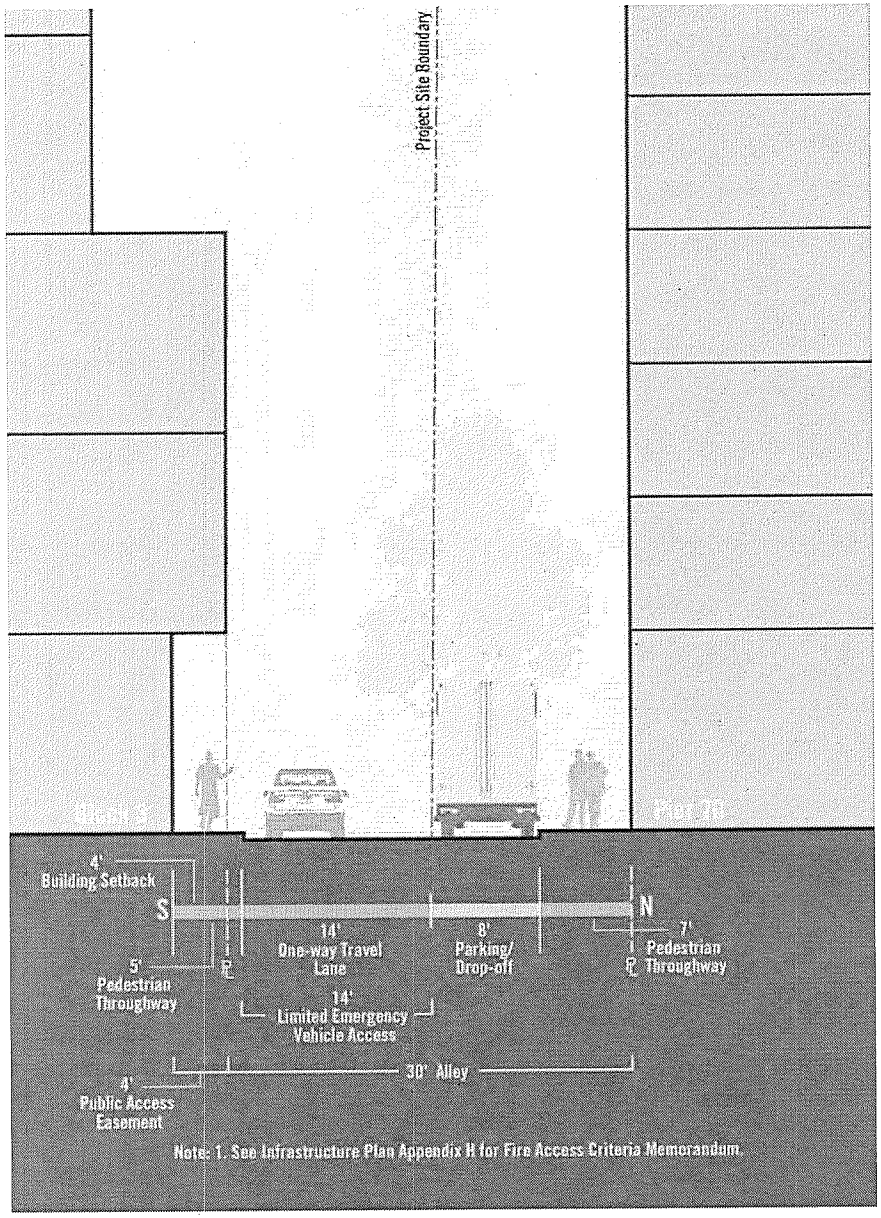
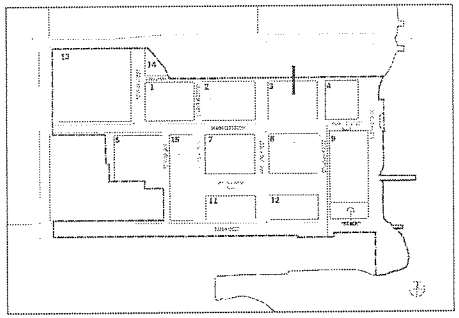


Figure 5.23.4 Craig Lane: Section C





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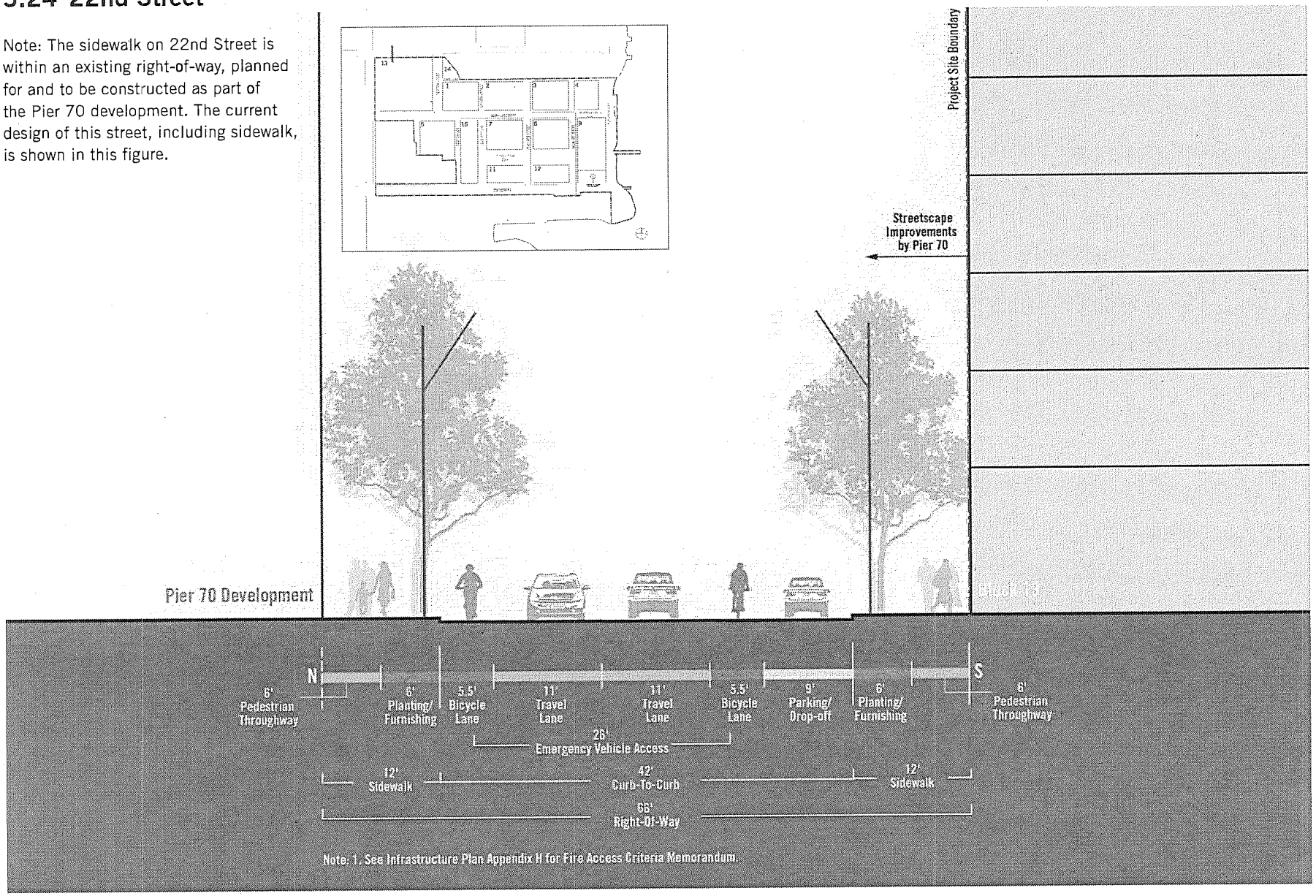
5.24 22nd Street

Note: The sidewalk on 22nd Street is within an existing right-of-way, planned for and to be constructed as part of the Pier 70 development. The current design of this street, including sidewalk, is shown in this figure.

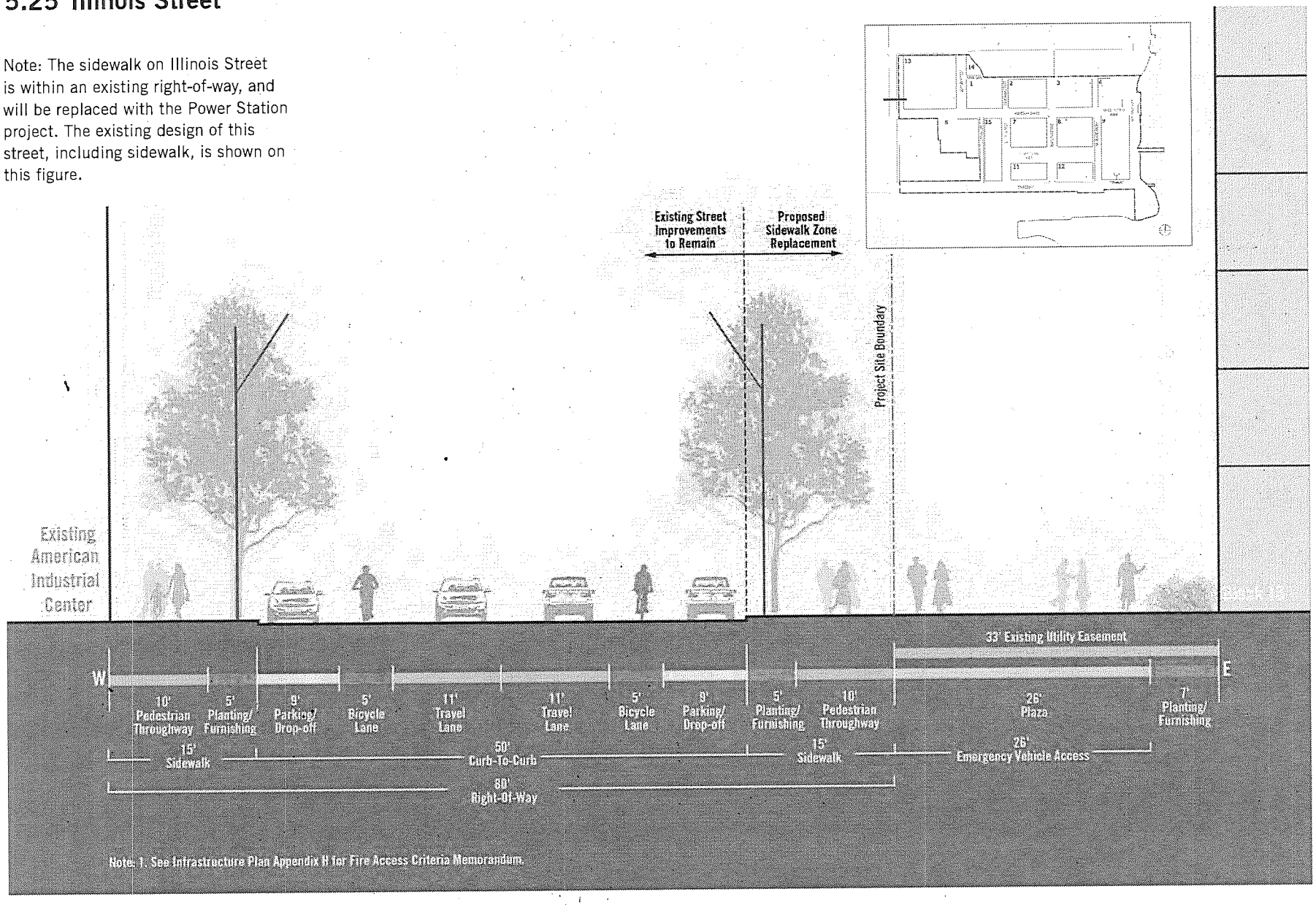
Figure 5.24.1 22nd St: Section A

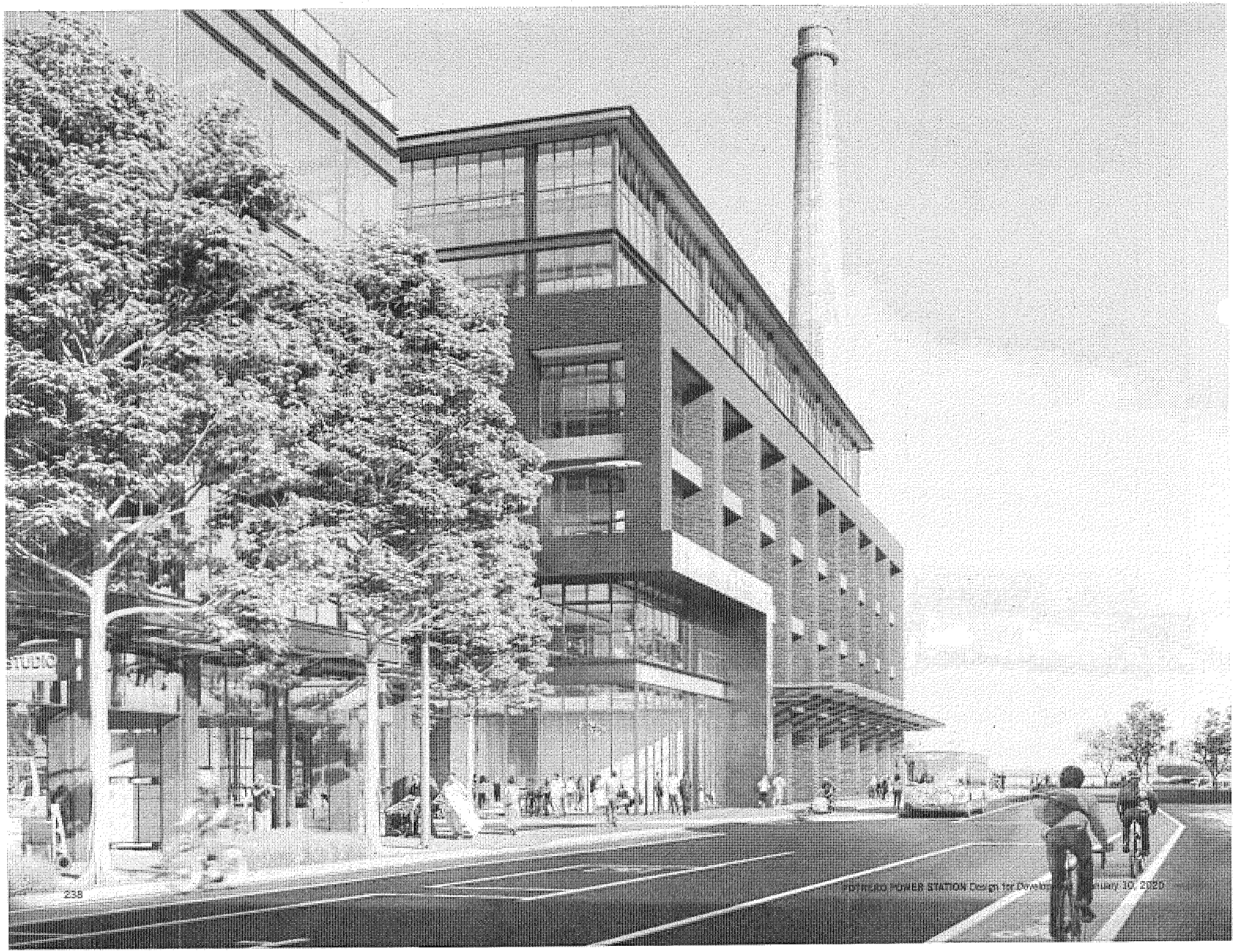


5.25 Illinois Street

Note: The sidewalk on Illinois Street is within an existing right-of-way, and will be replaced with the Power Station project. The existing design of this street, including sidewalk, is shown on this figure.

Figure 5.25.1 Illinois St: Section A

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Section 6

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INDUSTRIAL MATERIALS AND DETAILS
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BAR
FEDERAL
PEDESTRIAN ORIENTED DESIGN
SHOOP AND FURNITURE ZONE

Urban Form

Urban form at the Power Station project prioritizes the pedestrian experience, providing a framework for organizing a neighborhood's buildings, streets, and open space to enhance walkability.

The Power Station D4D prioritizes the pedestrian experience, not only with gracious sidewalks and ample open spaces, but also with thoughtful urban form and architecture. With respect to buildings, three main factors contribute to walkability: (1) building mass and bulk; (2) block size and scale; and (3) visual interest created by architectural modulation, articulation, and materiality. To be meaningful, these three elements must be contextual, paying mind to a building's location, use, and typology.

As with many new developments in San Francisco, at the Power Station, no residential dwelling unit density limit or maximum floor area ratio applies. Density is instead regulated by a building's exposure and open space requirements, bulk and mass, including height, required setbacks, as well as maximum plan, diagonal, and apparent face dimensions. Such controls allow for a varied urban form that steps down towards the waterfront, human-scaled streetwalls, and buildings that do not appear overwhelmingly massive.

New buildings at the Power Station generally fall into four categories:

- Lowrise buildings (Blocks 4, 12, and 14): Buildings up to 100 feet in height; or
- Midrise buildings (Blocks 2, 3, 8, 9, 11 and 13): Buildings between 101 and 145 feet in height; or
- Midrise towers (Blocks 1 and Block 15): Buildings between 146 and 180 feet in height; or
- Highrise towers (Block 5 and Block 7): Buildings between 181 feet and 240 feet in height.

All buildings are required to provide a building setback at specified heights (Section 6.4), though some exceptions may apply to Station A where the building is appropriately sculpted (Section 6.14.5). The portion of the building between sidewalk grade up to this required building setback forms the streetwall (Section 6.4.5).

Buildings taller than 145 feet (i.e., midrise towers and the highrise towers) are composed of two parts: (1) the Base and (2) the Upper Building (Section 6.2.2).

6.1 Building Form Controls

STANDARDS

6.1.1 Application of Bulk Controls

For buildings within the Potrero Power Station SUD, the building form and bulk controls contained in this Design for Development shall control.

6.1.2 Form-Based Controls

No residential dwelling unit density limit or maximum floor area ratio shall apply within the Potrero Power Station SUD. Density is instead regulated by design standards and guidelines contained in this D4D.

6.1.3 Dwelling Unit Exposure

All dwelling units shall face onto a public or private right-of-way, or onto an open area, defined as:

- A public street, publicly accessible alley, or Mid-Block Alley (public or private) at least 20 feet in width that is unobstructed and open to the sky. See Figure 6.1.1.(a).
- An outer court or terrace that is open to a public street, publicly accessible alley, Mid-Block Alley (public or private), or public open space and at least 25 feet in width. See Figure 6.1.1.(b).
- An inner court that is unobstructed (except for obstructions permitted in *Sections 136(c)(14), (15), (16), (19), and (20)* of the planning code) and is no less than 40 feet in one horizontal dimension and 25 feet in the other horizontal dimension, at the lowest two floors having dwelling units facing onto the inner court. The horizontal dimension that is at least 25 feet shall increase 5 feet at each subsequent floor. See Figure 6.1.1(c) and Figure 6.1.2.
- For below-grade units, an open space at the same grade as the unit, that is no less than 7.5 feet wide in every horizontal dimension, at least 136 square feet in area, and 60 percent open to the sky. See Figure 6.1.3. Such open spaces shall face onto a public street, publicly accessible alley, or public open space. Below-grade units shall be maximum 6 feet below the grade of the public street, publicly accessible alley, or public open space.

6.1.4 Usable Open Space

Usable Open Space is defined as an outdoor area or areas designed for outdoor living, recreation, or landscaping, including such areas on the ground and on decks, balconies, porches and roofs, which are safe, suitably surfaced and screened. Private Open Space is defined as an area or areas private to and designed for use by only one dwelling unit. Common Open Space shall mean an area or areas designed for use jointly by two or more dwelling units.

Usable Open Space requirements shall be met by providing (i) 36 square feet of Private Open Space per dwelling unit or (ii) 48 square feet of Common Open Space per dwelling unit. For Group Housing or Single Room Occupancy units, the minimum open space requirements shall be one-third the amount specified in this subsection for a dwelling unit.

In addition, to count as Usable Private Open Space, the area credited on a deck, balcony, porch, or roof must either face a street, or face or be within an open area, per Section 6.1.3.

A) Common Open Space

Courtyards, rooftop terraces, decks and/or porches, among other spaces shall count towards the provision of Common Open Space. Mid-Block Alleys may also count as Common Open Space provided that the space is well designed, contains landscaping where appropriate, and does not allow vehicular access. All such open space shall have a minimum 10 feet in every horizontal dimension and be unobstructed and open to the sky, except for obstructions permitted under Planning Code Section 136, to be counted toward the requirement of 48 square feet of Common Open Space per dwelling unit.

B) Private Open Space

Spaces including but not limited to setback areas, balconies, and/or decks shall count towards the provision of Private Open Space. Such open space shall have a minimum dimension of 6 feet in every horizontal dimension to be counted toward the requirement of 36 square feet of Private Open Space per dwelling unit.

Private Open Space shall be directly accessible from the dwelling unit it serves.

C) Rooftop Publicly Accessible Private Open Space

Where Publicly Accessible Private Open Space is provided in connection with Retail structures on the roof of majority non-residential buildings (excluding Block 9), such open space shall comply with Planning Code Section 138(d)(1) and be open to the public, at minimum, during operating hours of the associated Retail space.

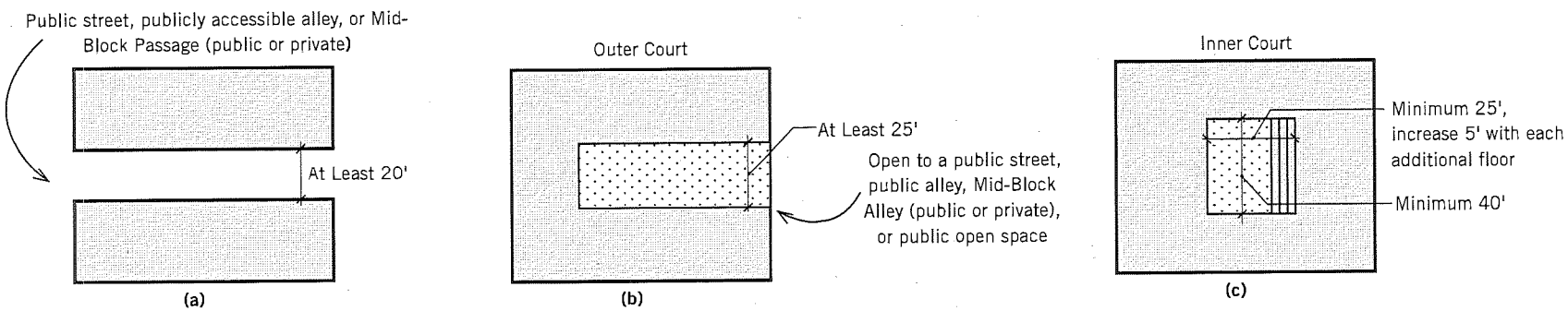


Figure 6.1.1 Dwelling Unit Exposure

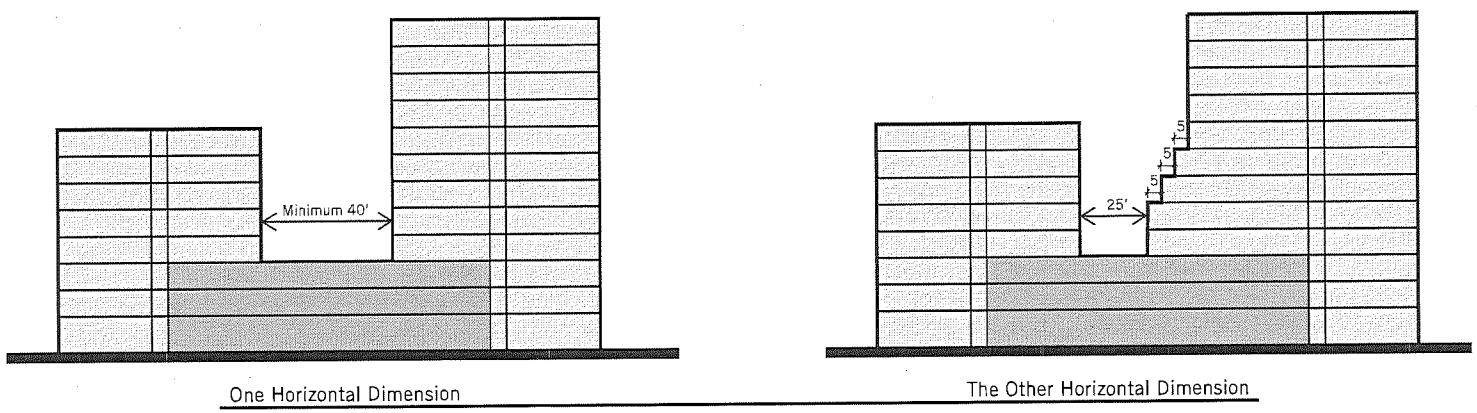


Figure 6.1.2 Minimum Width of Inner Courts

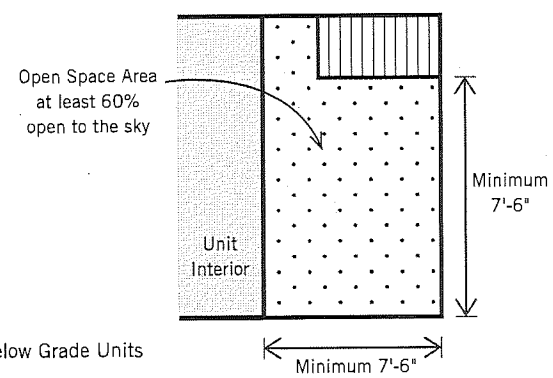


Figure 6.1.3 Dwelling Unit Exposure for Below Grade Units

6.2 Building Height

STANDARDS

6.2.1 Height of Existing Structures

The height limit for Unit 3 and the Stack have been established at their existing heights. In the event that the Stack collapses or is otherwise damaged beyond repair, the 300-foot height limit shall not be applicable to a new structure. Rather, the area of land currently improved with the Stack shall be used as open space. Should Unit 3 be demolished, the height limit for Block 9 would be 125/85 feet, per Figure 6.2.3.

6.2.2 Maximum Height

Maximum height limits establish a neighborhood fabric that is sculpted, with heights generally stepping down as one approaches the waterfront.

- Lowrise buildings (Blocks 4, 12, and 14): Buildings up to 100 feet in height; or
- Midrise buildings (Blocks 2, 3, 8, 9, 11 and 13: Buildings between 101 and 145 feet in height; or
- Midrise towers (Blocks 1 and Block 15): Buildings between 146 and 180 feet in height; or
- Highrise towers (Block 5 and Block 7): Buildings between 181 feet and 240 feet in height.

The height of buildings shall not exceed the applicable maximum heights shown in Figure 6.2.3. Where two heights are separated by a "/", the lower height reflects the limit permitted for the Base or podium, while the taller height reflects the limit permitted for the Upper Building or tower, which are defined as follows:

A) Base (Podium)

The Base is the lower portion of a midrise or highrise tower that extends vertically to a height of up to 90 feet. See Figure 6.2.1.

B) Upper Building (Tower)

The Upper Building (commonly referred to as the "tower"), is the portion of a midrise or highrise tower above the Base. See Section 6.5 for Upper Building controls.

6.2.3 Measuring Height

Maximum building heights are to be measured from the highest point of finished grade along the property line of the building parcel on which the building is located (see Figure 6.2.2.), up to the highest point of the uppermost structural slab in the case of a flat roof; or up to the average height of the rise in the case of a pitched or stepped roof, or similarly sculptured roof form.

6.2.4 Height Exemptions

Rooftop elements may project above given height limits if the following conditions are met:

A) On rooftops between 45 feet and 100 feet in height, rooftop elements greater than 4 feet in height must be set back at a minimum ratio of 1.2 feet in a horizontal dimension from the roof edge for every 1 foot that they exceed the maximum height limit (for example, a 4-foot-tall rooftop feature that is not a railing or parapet must be set back 4.8 feet from the roof edge);

B) On Upper Building rooftops, mechanical features must be screened or enclosed;

C) Enclosed structures designed for human occupancy may not exceed 25 percent of the total roof area of a building (including roof areas of the same building at different elevations);

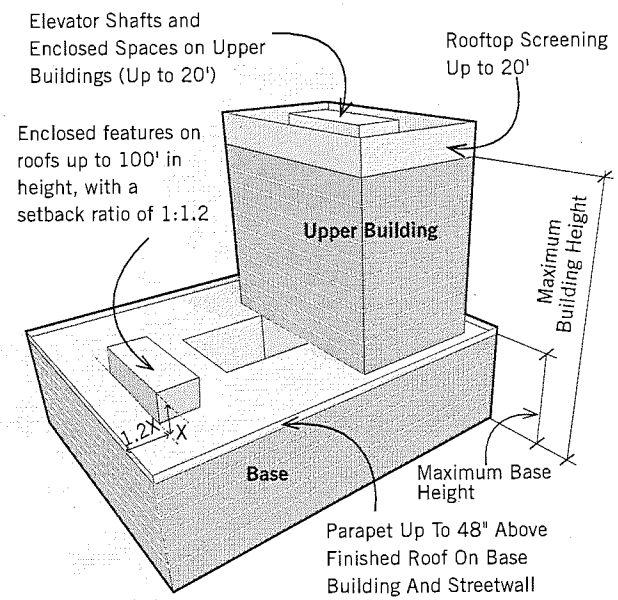


Figure 6.2.1 Maximum Building Height and Base Height

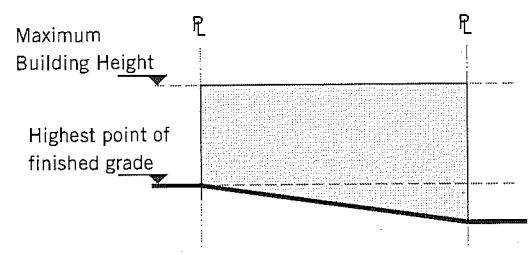
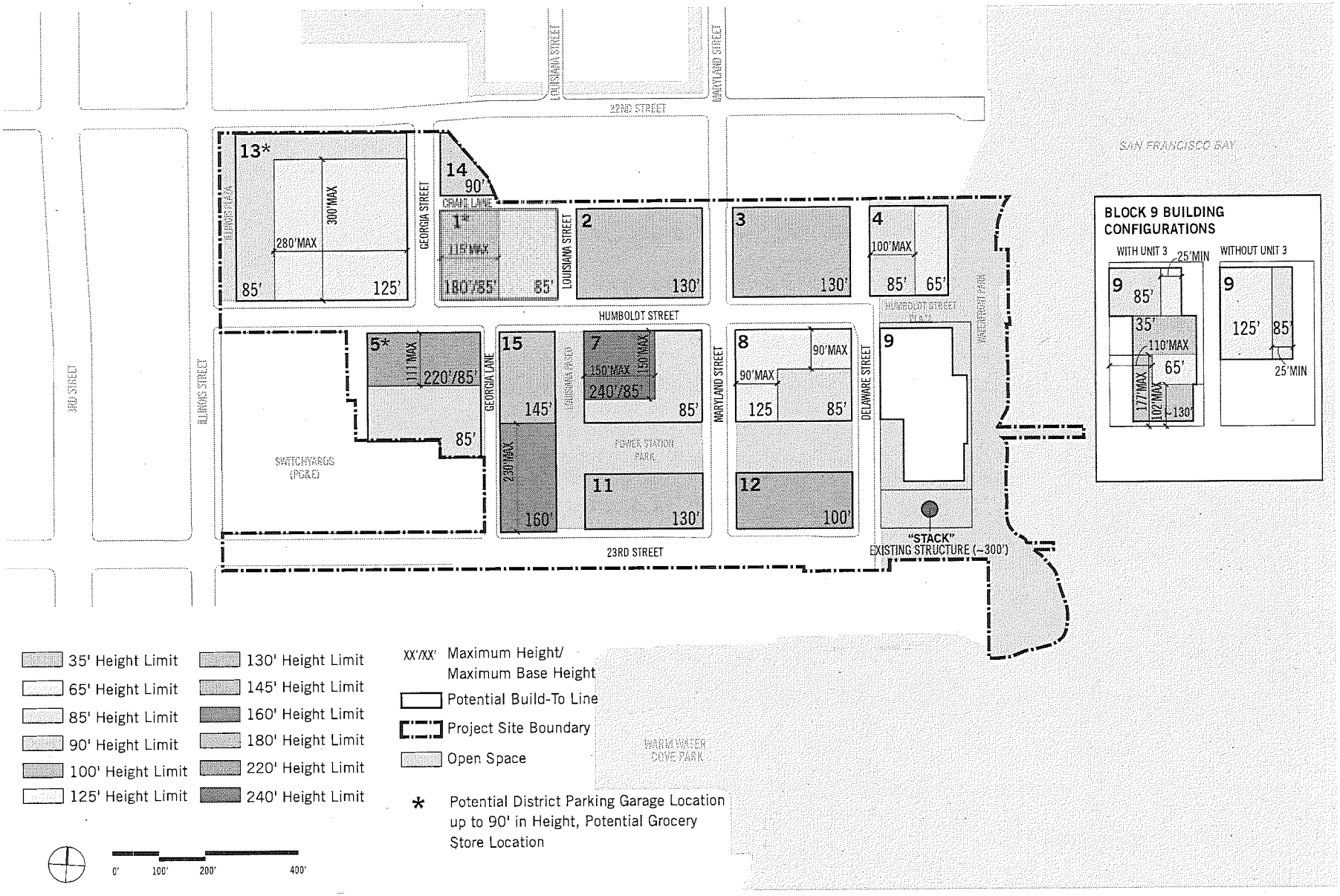


Figure 6.2.2 Measuring Height on a Slope

Figure 6.2.3 Building Height Plan



6.2.4 Height Exemptions, continued

D) The sum of the horizontal area of the following rooftop elements may not exceed 40 percent of the horizontal areas of the roofs of the building above which they are situated, and may project for the number of feet above the permitted height limit as noted:

- Elevator, stair and mechanical penthouses, all up to 20 feet in height. These features may exceed 20 feet in height as required by the California Code of Regulations;
- On the roof of majority residential buildings, structures related to the recreational use of the rooftop (e.g. greenhouses, sheds for the storage of furniture or equipment, hot tub enclosures, changing rooms, etc.) up to 16 feet in height;
- On the roof of majority non-residential buildings, Retail structures containing certain Retail Sales and Service Uses (limited to Bar, Tourist Oriented Gift Store, Specialty Grocery, Gym, Liquor Store (to allow for wine tasting), Limited Restaurant, General Restaurant, Instructional Service, and Personal Service); and/or certain Entertainment, Arts, and Recreation Uses (limited to Arts Activities, General Entertainment, Nighttime Entertainment, and/or Childcare Facility), all up to 16 feet in height. Such enclosed space shall not exceed 5,000 square feet of Gross Floor Area, and shall be accompanied by 1 square foot of Publicly Accessible Open Space for each square foot of Gross Floor Area (see Standard 6.1.4 (C));
- If a building used predmoninantly for Hotel Use is developed on Block 9, on the roof of such building, Retail structures containing certain Retail Sales and Service Uses (limited to Bar, Tourist Oriented Gift Store, Specialty Grocery, Gym, Liquor Store (to allow for wine tasting), Limited Restaurant, General Restaurant, Instructional Service, and Personal Service); and/or certain Entertainment, Arts, and Recreation Uses (limited to Arts Activities, General Entertainment, and Nighttime Entertainment), all up to 16 feet in height;
- Enclosed restrooms up to 10 feet in height; and,
- Mechanical equipment and appurtenances necessary to the operation or maintenance of the building or structure itself such as chimneys, ventilators, plumbing vent stacks, and/or cooling towers together with visual screening for any such features, all up to 20 feet in height;
- If a building used predmoninantly for Hotel Use is developed on Block 9, on the roof of such building, Retail structures containing certain Retail Sales and Service Uses (limited to Bar, Tourist Oriented Gift Store, Specialty Grocery, Gym, Liquor Store (to allow for wine tasting), Limited Restaurant, General Restaurant, Instructional Service, and Personal Service); and/or certain Entertainment, Arts, and Recreation Uses (limited to Arts Activities, General Entertainment, and Nighttime Entertainment), all up to 16 feet in height; On Block 9, only one rooftop bar is permitted.

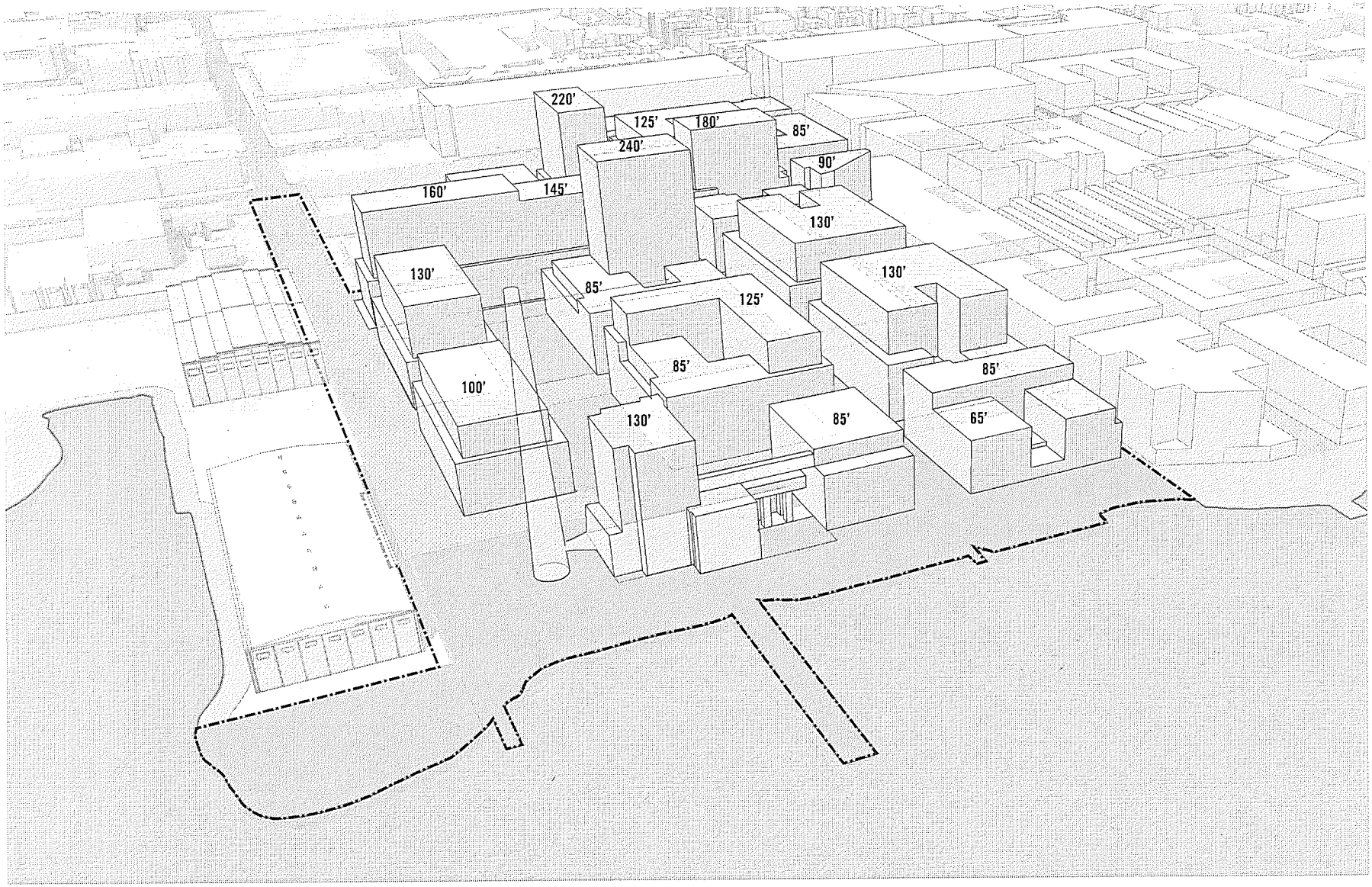
E) On buildings that are majority Laboratory use, mechanical features and those features necessary to building operations may exceed 40 percent of the horizontal area of the roof as long as they do not contain space for human occupancy;

F) The following rooftop elements may project above given height limits without regard to horizontal area:

- Non-occupied architectural features, including nonpermeable wind screens, up to 10 feet on buildings between 45 and 100 feet (with a minimum set back of 5 feet from the roof edge) and up to 20 feet on upper buildings above the maximum permitted building height, except on Block 7, where these features may extend up to 10 percent vertically above the maximum permitted building height;
- Unenclosed structures related to unroofed recreation facilities, such as sports fields and swimming pools, including lighting required for the nighttime enjoyment of rooftop fields, all up to 60 feet in height, and/or fencing, goal boxes and other sports equipment, netting or other semi-transparent enclosure necessary for the safe enjoyment of unroofed recreation facilities, all up to 30 feet in height;
- Furniture, including but not limited to: tables, chairs, fire pits, bars, umbrellas, lighting, canopies, windscreens, lattices, sunshades, trellises, and other items intended to allow the habitable use of the rooftop, all up to 10 feet in height;
- Photovoltaic panels;
- Equipment and appurtenances necessary to Living Roofs as defined in Planning Code Section 149;
- Wireless Telecommunications Services Facilities and other antennas, dishes and towers and related screening elements;
- Landscaping, with a maximum height of 48 inches for planters or other non-plant materials;
- Trees and plants;
- Decking, up to 3 feet in height;
- Flagpoles and flags;
- Cranes, scaffolding and batch plants erected temporarily at active construction sites; and
- Railings, parapets and catwalks, up to 4 feet in height; and

G) Above-grade connections as permitted in Sections 6.13.8 and 6.14.7.

Figure 6.2.4 Building Height



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6.3 Block Size

Shorter, walkable blocks increase the permeability of the urban environment and encourage walking. The City of San Francisco generally holds that blocks should be shorter than 300 feet in length, where possible. All of the blocks on site are shorter than 300 feet in length, with the exception of Blocks 9 with Unit 3, Block 15, and Block 13. For Block 9 with Unit 3, a Mid-Block Alley is not required because guidelines require permeability through the building's ground floor, allowing pedestrian access directly through the building from its entrance facing Power Station Park to its entrance facing Waterfront Park. Additionally, a waterfront access corridor is required between the existing Unit 3 structure and the northern horizontal addition to the structure (See Section 6.13.2).

To facilitate preservation of the existing Station A walls (Block 15), a Mid-Block Alley through Station A shall not be required if the features per Section 6.14.1 are retained. Instead, the standards in this section shall apply.

To create more permeability, Block 13 is required to provide at least one Mid-Block Alley compliant with the standards articulated in this section.

STANDARDS

6.3.1 Mid-Block Alley/Passage Location

Block 13 shall provide at least one publicly accessible Mid-Block Alley for the entire depth of the Block.

On Block 15, (see Section 6.14) at least one publicly accessible east-west Mid-Block Passage through the entire depth of the building's ground floor measuring at least 20 feet of continuous clear width and 15 feet of continuous clear height shall be provided. Such passage may be completely enclosed to facilitate preservation of the existing Station A walls. If Station A is damaged so severely that 30 percent or less of the walls listed in 6.14.1 remain, a Mid-Block Alley shall be provided pursuant to Standard 6.3.2 and the Mid-Block Alley shall have a minimum clear height of 30 feet, unless the remaining portions of the eastern wall physically preclude its construction. A Mid-Block Alley on Block 15 shall be pedestrian only.

6.3.2 Mid-Block Alley/Passage Design

Mid-Block Alleys and Passages shall:

- Have a minimum clear walking width of 10 feet free of any obstructions in the case of a pedestrian-only right-of-way
- Be located as close to the middle portion of the subject block as possible, and connect to existing adjacent streets and alleys;
- Provide pedestrian access;
- Have a minimum width of 20 feet, exclusive of those obstructions allowed within setbacks pursuant to San Francisco Planning Code Section 136 in the case of Mid-Block Alleys;
- Have a minimum height of 15 feet on Block 13, and 30 feet on Block 15.

In addition, Mid-Block Alleys shall:

- Provide no, limited, or full vehicular access, as specific conditions warrant. The Mid-Block Alley on Block 15 shall be pedestrian only;
- Have dual sidewalks each of not less than 6 feet in width with not less than 4 feet minimum clear walking width in the case of an alley with vehicular access, unless the alley is designed as a shared street;
- Have at least 60 percent of the area of the Mid-Block Alley open to the sky. Obstructions permitted within setbacks pursuant to Planning Code Section 136 may be located within the portion of the Alley that is required to be open to the sky. All portions of the Alley not open to the sky shall have a minimum clearance height of 15 feet from grade at all points;
- Provide such ingress and egress as will make the area easily accessible to the general public;
- Be provided with appropriate paving, furniture, and other amenities that encourage pedestrian use, and be landscaped;
- Be provided with pedestrian lighting to ensure pedestrian comfort and safety;
- Be free of any changes in grade or steps not required by the underlying natural topography and average grade; and
- Be fronted by Active Lane Frontage uses, as defined in Section 3.2.6 Active Lane Frontages.

6.3.3 Mid-Block Alley/Passage Informational Plaque

Prior to issuance of a permit of occupancy, a plaque shall be placed in a publicly conspicuous location for pedestrian viewing. The plaque shall state the right of the public to pass through the Alley or Passage, and shall state the name and address of the owner or owner's agent responsible for maintenance. The plaque shall be of no less than 24 inches by 36 inches in size.

6.3.4 Mid-Block Alley/Passage Open Space Requirements

Any non-vehicular portions of such a Mid-Block Alley or Passage, including sidewalks or other walking areas, seating areas, or landscaping, are permitted to count toward any open space requirements that permit publicly accessible open space on the same block where the Passage or Alley is located.

CONSIDERATIONS

6.3.5 Multiple Buildings Per Block

Bulk controls will help create buildings that are pedestrian-scaled, visually well proportioned, and do not result in overwhelming mass. Constructing more than one building per block can also help accomplish this goal and is permitted on any block, though more likely on blocks containing predominantly residential uses. If more than one building is constructed on a block where a midrise or highrise tower is allowed, the bulk controls for upper buildings apply to the entire block and not to individual buildings.

6.4 Building Setbacks

STANDARDS

6.4.1 Building Setbacks

At heights specified in Figure 6.2.3, a setback from the property line is required to ensure that the building defines a distinct streetwall at a comfortable, human-scaled height.

On frontages facing Power Station Park, Louisiana Paseo, Waterfront Open Spaces, Humboldt Street Plaza, and Major Streets (streets that are greater than 40 feet in width, measured from property line to property line), buildings shall be set back at least 10 feet from the streetwall at a height ranging from 70 feet to 90 feet, as shown in Figure 6.4.1.

On frontages facing Minor Streets (rights-of-way that are 40 feet wide or narrower, measured from property line to property line), buildings shall be set back at least 10 feet from the property line at a maximum height of 50 feet for predominantly residential buildings and 70 feet for predominantly non-residential buildings as shown in Figure 6.4.2, except for corners as described in Section 6.4.6 and along Craig Lane where the setback is required at a height of 50 feet for both residential and non-residential uses.

Along certain frontages, the depth of the setback shall be greater than 10 feet, as shown in Figure 6.4.5.

On frontages facing Mid-Block Alley on Block 13, buildings shall be set back at least 10 feet from the Streetwall at a height of 70 feet per note 2 on Figure 6.4.5.

6.4.2 Ground Floor Insets

To allow for generous pedestrian throughways, some blocks are required to inset the ground floor along specific frontages for widened sidewalks, or at given corners to achieve a 5-foot-wide clear path of travel behind curb ramps. The locations for these ground floor insets are listed below, and dimensions are given in detail in Appendix A Block Controls. These are:

- Northeastern corner of Blocks 1, 5 and 8;
- Northwestern corner of Blocks 2, 4 and Block 15 unless Station A walls are retained;
- A 5 foot inset of ground floor of the southern frontage of Block 15 unless Station A walls are retained;
- A 4 foot inset of northern frontage of Blocks 1, 2 and 3;
- Southwestern corner of Block 12.

6.4.3 Block 7 Setback Exemption

The setback requirements in Section 6.4.1 Building Setbacks do not apply to the highrise tower on Block 7. Instead, the highrise tower must be set back at least 15 feet in the horizontal dimension for at least 60 percent of the Upper Building's frontages facing Humboldt Street or Louisiana Paseo.

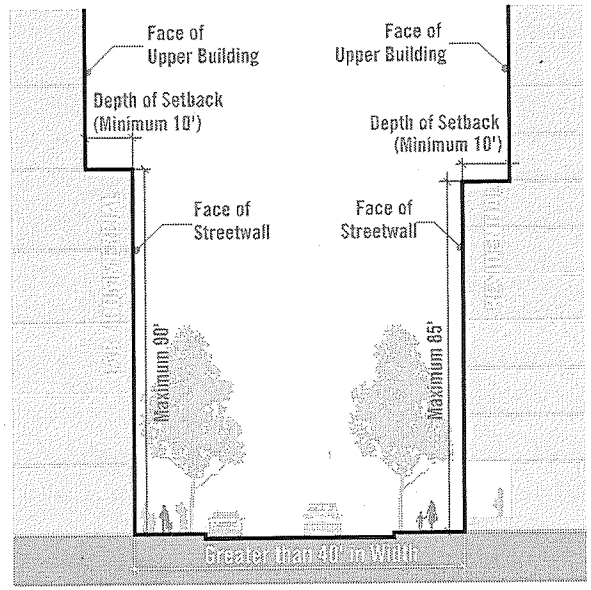


Figure 6.4.1 Setbacks on Major Streets

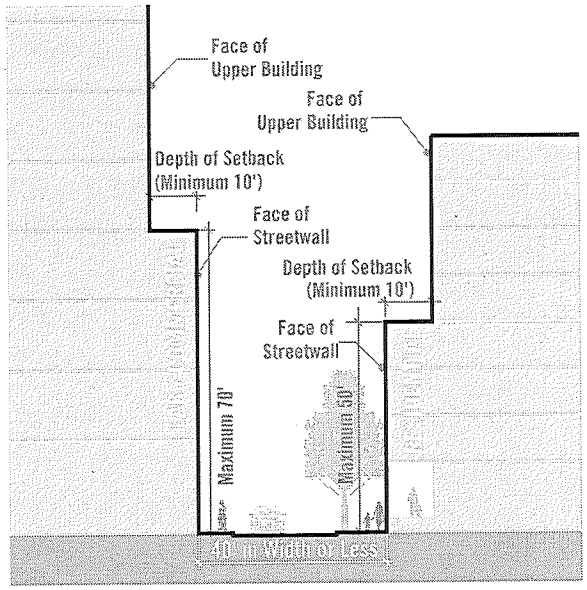


Figure 6.4.2 Setbacks on Minor Streets and Alleys

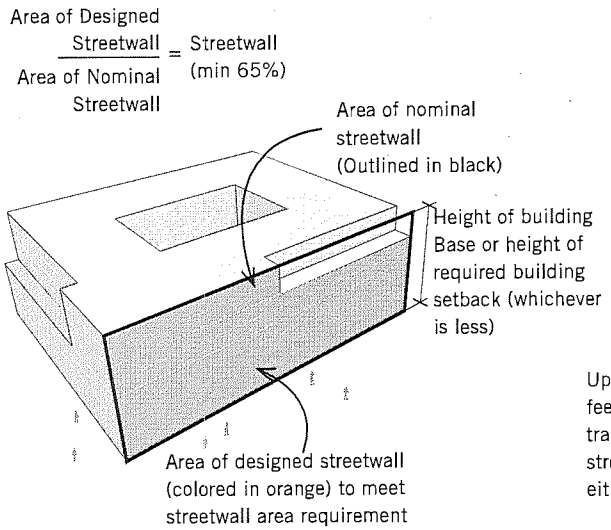


Figure 6.4.3 Streetwall Area Requirement

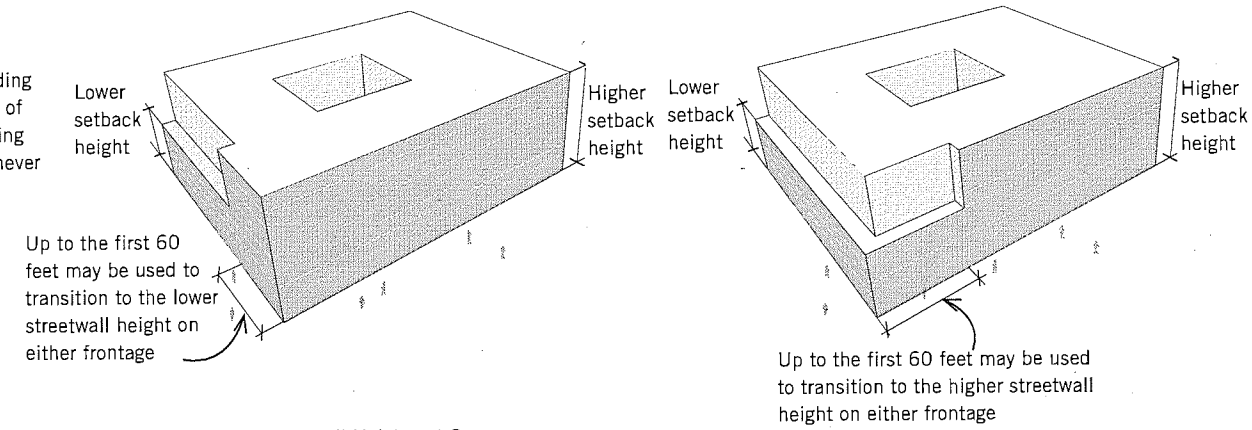


Figure 6.4.4 Varying Streetwall Heights at Corners

6.4.4 Station A Exemption

New construction on Station A above a height of 65 feet or the height of retained Station A walls shall provide a setback of at least 10 feet on the frontages facing 23rd Street, Louisiana Paseo, and Georgia Lane, and a setback of at least 15 feet on the frontage facing Humboldt Street; or a vertical hyphen of at least 10 feet in depth and one story in height beginning at the height of the cornice of the retained walls of Station A (see Section 6.14). Alternatively, no setbacks for new construction are required above existing walls if the building above 65 feet is appropriately sculpted pursuant to Section 6.14.5.

6.4.5 Streetwall

A clear streetwall helps define the experience of the street as an "urban room." Where there is not a strong streetwall, streets can feel inactive and suburban. The streetwall is defined as the portion of a building:

- Facing a Major or Minor Street or Mid-Block Alley (See also Guideline 6.10.6);
- Built to the property line (except for the portions of the building that meet the Modulation and Articulation standards and guidelines in Sections 6.6 and 6.7, which are part of the streetwall, but may recess and project from the building frontage); and
- At an elevation at or below the maximum Streetwall height per Figure 6.4.5.

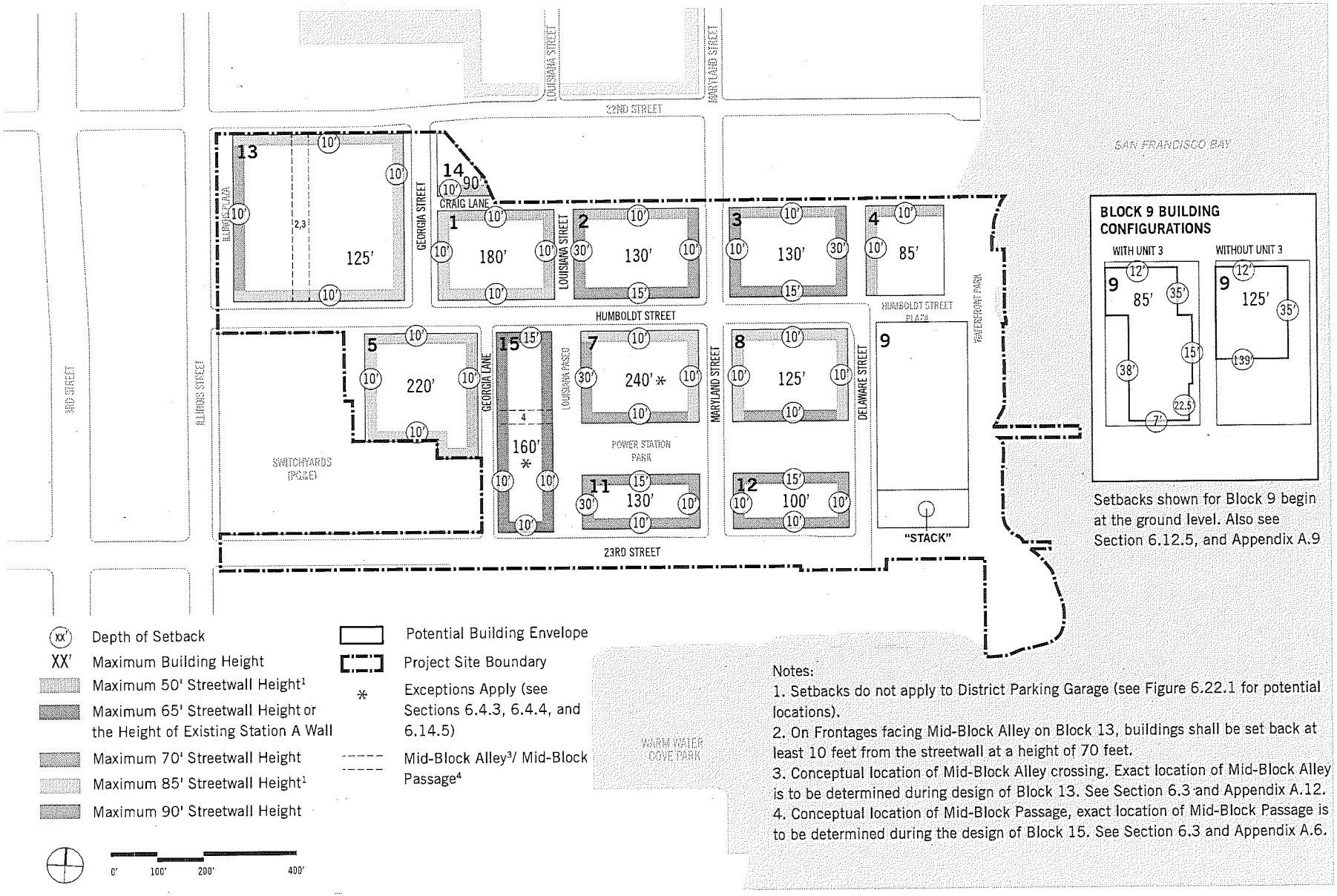
The "Streetwall Requirement" is that new buildings must provide a streetwall for at least 65 percent of each frontage from sidewalk grade to the required maximum streetwall height (see Figure 6.4.3). The Streetwall Requirement does not apply to:

- Existing buildings on the project site that are rehabilitated or reused as part of the project (such as Unit 3 or Station A. See Standard 6.14.5), including additions to such existing buildings;
- Pocket parks that extend at least 10 feet horizontally inward from the property line;
- The frontage of any new building facing Waterfront Open Spaces (including Humboldt Street Plaza), Power Station Park, or Louisiana Paseo, provided that deviations from the minimum 65 percent standard shall contribute to differentiated architecture as described in the Project Overview and shown in Figure 6.4.4.

6.4.6 Varying Streetwall Heights at Corners

The maximum streetwall heights vary across the Power Station site and may differ at the corners of the same building. For a more graceful transition at corners, up to the first 60 feet of building frontage, measured horizontally from a Corner, may be used to transition to the higher or lower streetwall height on either frontage as required per Figure 6.4.5 (see Figure 6.4.4)

Figure 6.4.5 Building Setbacks



Setbacks shown for Block 9 begin at the ground level. Also see Section 6.12.5, and Appendix A.9

Notes:
1. Setbacks do not apply to District Parking Garage (see Figure 6.22.1 for potential locations).
2. On Frontages facing Mid-Block Alley on Block 13, buildings shall be set back at least 10 feet from the streetwall at a height of 70 feet.
3. Conceptual location of Mid-Block Alley crossing. Exact location of Mid-Block Alley is to be determined during design of Block 13. See Section 6.3 and Appendix A.12.
4. Conceptual location of Mid-Block Passage, exact location of Mid-Block Passage is to be determined during the design of Block 15. See Section 6.3 and Appendix A.6.

6.5 Upper Building Controls

The controls on the following pages apply only to the Upper Buildings of midrise tower as permitted on Block 1, and the highrise towers permitted on Block 5 and Block 7. Midrise towers are between 146 and 180 feet in height, and highrise towers are between 181 and 240 feet in height. Unless otherwise stated, these controls do not apply to Block 15 with or without Station A.

Table 6.5.1 summarizes the bulk controls for the different portions of buildings based on land use.

Table 6.5.1 Summary of Bulk Controls

	LOWRISE & MIDRISE BUILDINGS (UP TO 145' IN HEIGHT)	MIDRISE TOWER ON BLOCK 1 (146'-180' IN HEIGHT)	MIDRISE TOWER ON BLOCK 15 (146'-160' IN HEIGHT)	HIGHRISE TOWERS ON BLOCKS 5 AND 7 (181'-240' IN HEIGHT)
UPPER BUILDING BULK CONTROLS				
Maximum Average Floorplate	N/A	12,000 gross square feet	See Standard 6.5.1	12,000 gross square feet
Maximum Plan	N/A	150'	N/A	140'
Maximum Diagonal	N/A	190'	N/A	160'
Maximum Apparent Face	N/A	120'	N/A	120'
Upper Building Separation	N/A	85'	115'	115'

Note: Controls apply to the entire Upper Building, not only portions of the Upper Building at the specified heights. For example, for the Highrise Tower (181' - 240') on Block 7, the bulk controls would apply to the portion of the building above the Base.

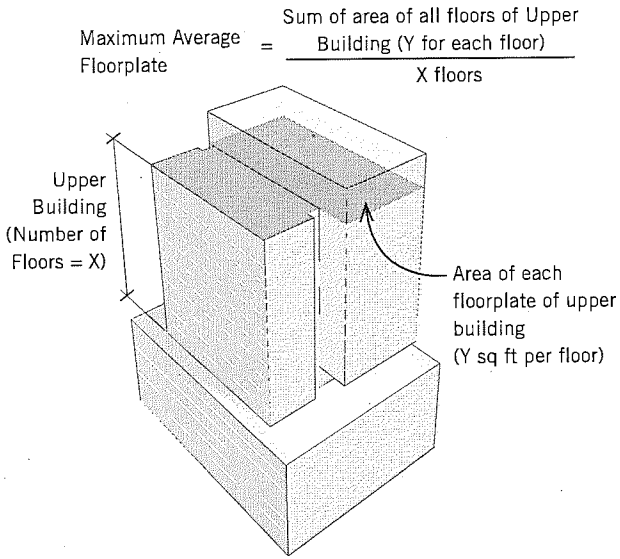


Figure 6.5.1 Upper Building Maximum Average Floorplate

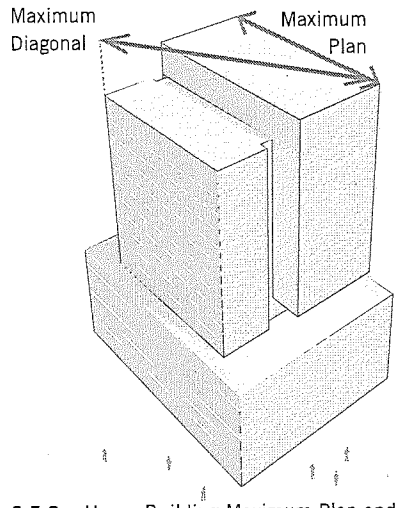


Figure 6.5.2 Upper Building Maximum Plan and Maximum Diagonal Length

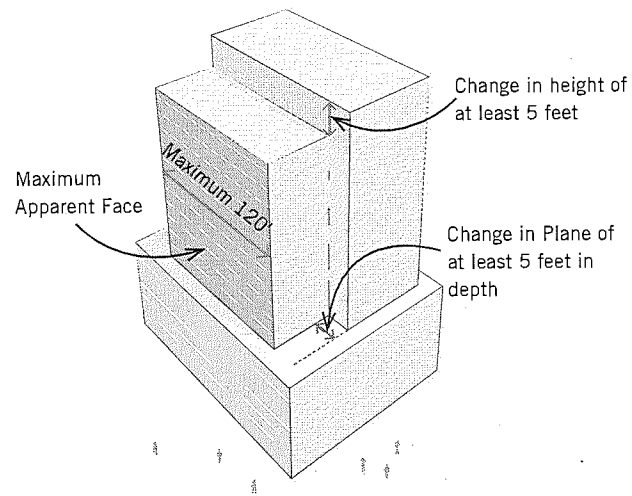


Figure 6.5.3 Upper Building Maximum Apparent Face

STANDARDS

6.5.1 Upper Building Maximum Average Floorplate

The maximum average floorplate of the Upper Building is defined as the sum of the area of all of the floorplates of the Upper Building, divided by the number of floors in the Upper Building. Refer to Figure 6.5.1 and Table 6.5.1 for maximum average floorplate sizes that shall apply to buildings based on the building's total height.

Design controls for Block 15 with Station A are provided in Section 6.14. For Block 15 without Station A, the building above the 65-foot setback shall achieve a 15-percent average reduction in square footage for all floors. The reduction shall apply relative to a baseline floorplate of 47,089 square feet (i.e., the footprint of Block 15) for construction up to 145 feet, and a baseline floorplate of 24,955 square feet for construction between 145 feet and 160 feet.

6.5.2 Upper Building Maximum Plan and Diagonal

The maximum plan dimension of an Upper Building is the greatest plan dimension parallel to the longest side of the building at any given level of the Upper Building. The maximum diagonal dimension of an Upper Building is the greatest horizontal distance between two opposing points at any level of the Upper Building. Refer to Figure 6.5.2 and Table 6.5.1 for maximum plan and diagonal dimensions that shall apply to buildings based on the building's total height.

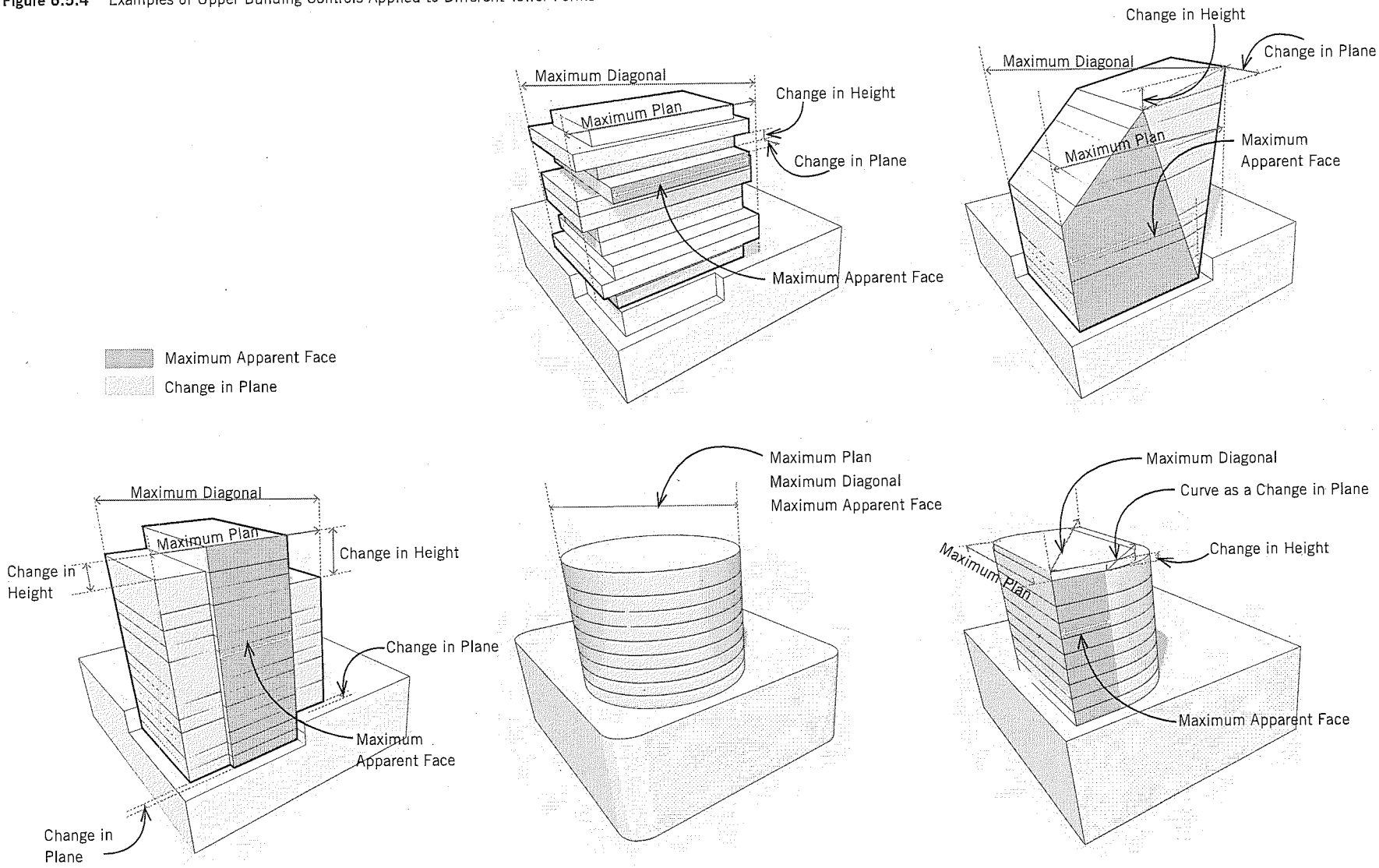
Maximum plan and diagonal dimensions do not apply to balconies, cornices, decorative projections, unenclosed building elements, or other unenclosed obstructions permitted by Planning Code Section 136 (see Appendix D).

6.5.3 Upper Building Maximum Apparent Face

For midrise and highrise towers, a maximum apparent face helps control the visual bulk of the Upper Building by placing a limit on the maximum width of a face that can be expressed. Beyond this maximum width, there shall be a Change in Plane to visually reduce the bulk of the building, and create logical locations for architectural detailing, such as balconies or changes in material or fenestration.

The maximum apparent face shall be a maximum of 120 feet of the Upper Building (Figure 6.5.3). The maximum apparent face shall be offset with a Change in Plane of at least 5 feet in depth. This Change in Plane must be accompanied by a change in height of the roof form (which may be a reduction or increase in the height of the roof screen) of at least 5 feet (refer to Figure 6.5.3) and/or a change in material. The required Change in Plane may occur by curving the face of the building.

Figure 6.5.4 Examples of Upper Building Controls Applied to Different Tower Forms



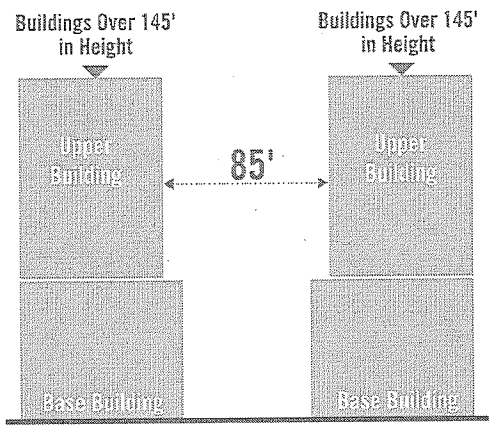


Figure 6.5.5 Upper Building Separation for Midrise Towers on Different Blocks

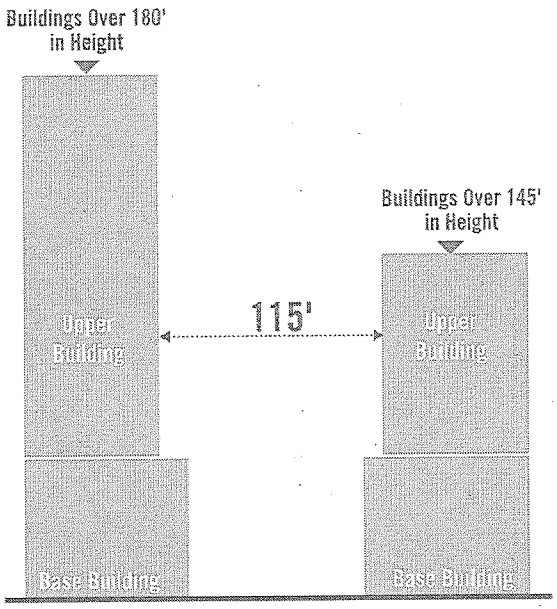


Figure 6.5.6 Upper Building Separation for Midrise and Highrise Towers on Different Blocks

6.5.3 Upper Building Maximum Apparent Face, continued

For buildings with curved façades, on those portions of the façade that are curved, the maximum apparent face shall be measured as the plan dimension between the endpoints of each arc. If the building is a circle or ellipse, the maximum apparent face shall be measured as the longest diameter of the circle or ellipse (See Figure 6.5.4).

6.5.4 Upper Building Separation

The Upper Building of a midrise tower shall be separated from any other Upper Building of a midrise tower on another block by a distance of at least 85 horizontal feet (Figure 6.5.5).

The Upper Building of a highrise tower shall be separated from any other Upper Building of a midrise tower or highrise tower on another block by a distance of at least 115 horizontal feet (Figure 6.5.6).

Separation shall be measured horizontally from the building face of the subject Upper Building to the nearest building face of the closest Upper Building, exclusive of permitted obstructions pursuant to Planning Code Section 136.

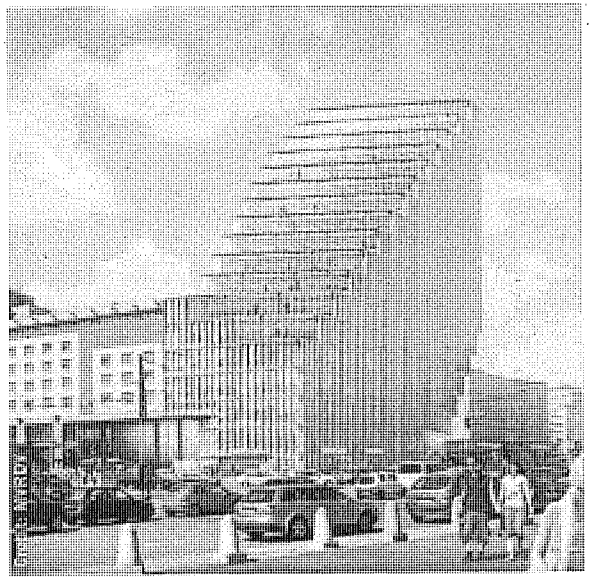
CONSIDERATIONS

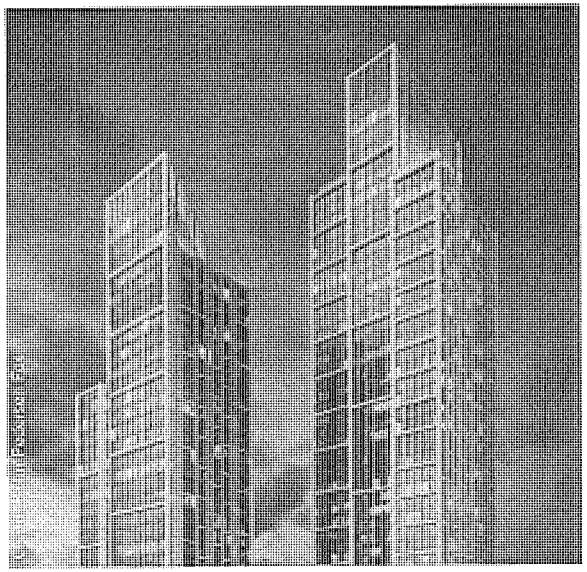
6.5.5 Sculpted Upper Buildings

A) Upper Buildings of mid-rise and high-rise towers should be sculpted in a manner that enhances the skyline. Examples of how this could be achieved include stepping, tapering, or other shaping.

B) The highrise tower on Block 7 should be iconic within the Power Station SUD and larger Central Waterfront Plan Area. The form of the highrise tower should use bold massing moves and be elegant and well-scaled.

Examples of creative approaches to shaping the tops of midrise and highrise towers.





Architecture

Architecture reflects the culture of a neighborhood, connecting buildings with the public life that occurs on its streets.

Architecture at the Power Station project is deferential to its industrial context and the Third Street Industrial District. It builds from the larger bulk and massing moves established by the project's urban form and focuses on enhancing visual interest and creating human-scaled designs critical for providing a memorable pedestrian experience. Building Modulation and Articulation ensure a building's walls are neither overwhelming nor monotonous, while color and materiality guidelines provide a baseline for high-quality finishes consistent with the Power Station's overall industrial aesthetic.

Building Modulation and Articulation as defined in this D4D document (Sections 6.6 and 6.7) help create visual interest, rhythm, and human-scaled dimensions within the "urban room" of the street, and are therefore considered compliant with and part of the streetwall. Buildings meeting ground-floor design guidelines in Section 6.9 are also compatible with the streetwall requirements contained herein.

6.6 Building Modulation

Building Modulation (or "Modulation") is required to create visual interest, rhythm and human-scaled dimensions. Modulation can also result in functional spaces, such as creating recesses that can provide opportunities for terraces or balconies. Modulation strategies should be consistent with the industrial character of the area.

New buildings above the ground floor must be modulated in the manner described in this section. These controls do not apply to existing buildings on the site (such as Unit 3 or Station A) that are rehabilitated as part of the project.

STANDARDS

6.6.1 Building Modulation

The streetwall (See Section 6.4.5) shall be modulated by providing a Change in Plane, or a combination of Change in Plane and change in material, as described below.

A) Change in Plane

To achieve modulation by a Change in Plane, the streetwall must recess or project at least 3 feet in depth (a "Change in Plane") for at least 20 percent of the streetwall, which may be but is not required to be contiguous. This requirement may be achieved using any one or any combination of the individual design approaches listed below and illustrated in Figure 6.6.1:

- Volumetric notches (including balconies)
- Vertical shifts
- Sawtooth balconies or bay windows
- Corner expression
- Volumetric projections
- Volumetric recesses

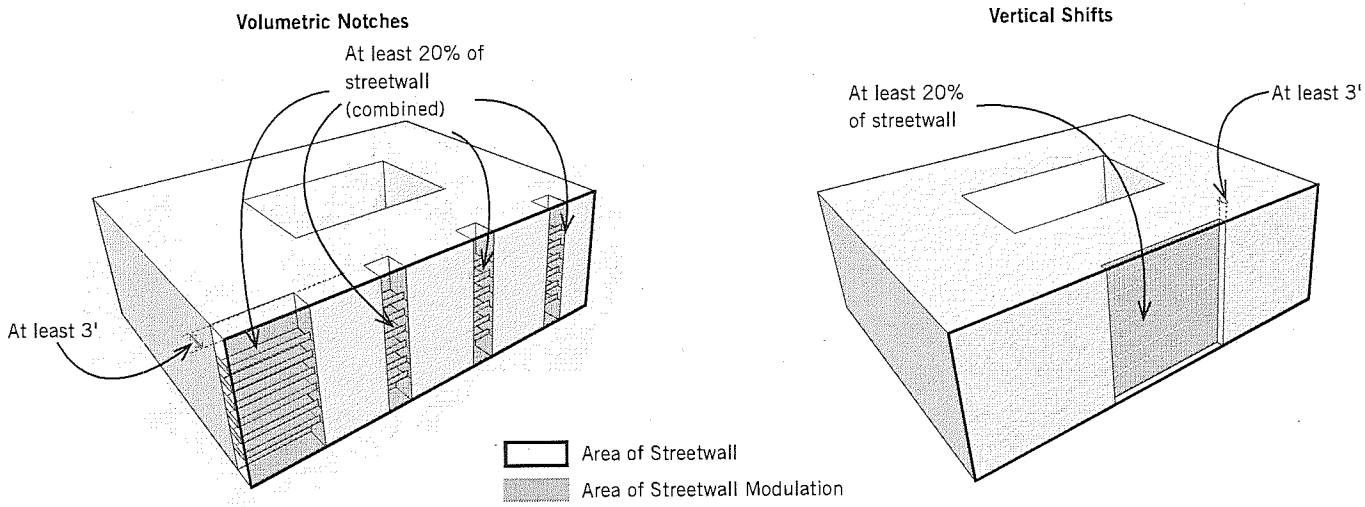
B) Change in Plane and Change in Material

Modulation may also be provided by a combination of Change in Plane and a change in color, material, or fenestration occuring for at least 20 percent of the façade, which may but is not required to be contiguous.

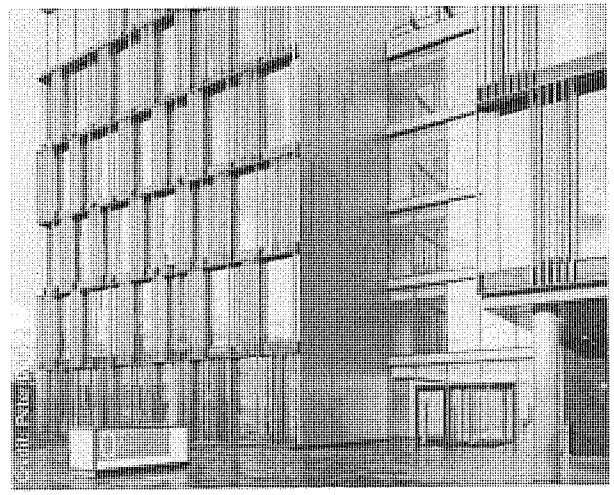
6.6.2 Encroachments and Projections

Projections as permitted in Planning Code Section 136, and those permitted in this Design for Development document, shall be permitted above the ground level and may count towards modulation requirements.

Figure 6.6.1 Examples of Streetwall Modulation



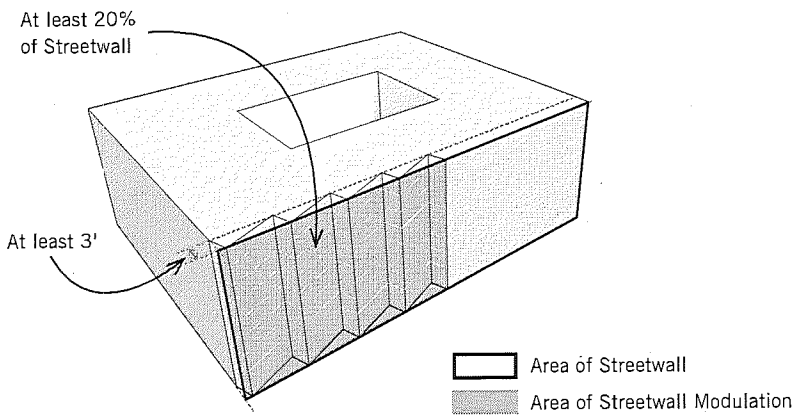
Volumetric notches add visual interest by introducing vertical recesses into the massing of the streetwall. The notches should correspond to the delineations between individual units, balconies, or porches.



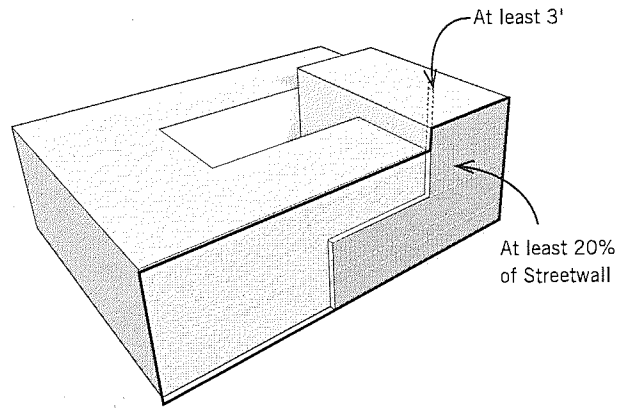
The use of vertical shifts add visual interest by breaking the façade into smaller vertical elements. These shifts should relate to the location and proportion of interior programmatic uses.

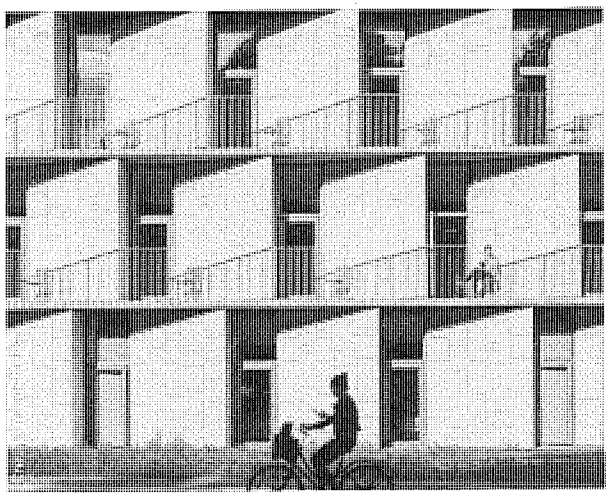
Examples of Streetwall Modulation (continued)

Sawtooth Balconies and Bay Windows



Corner Expressions



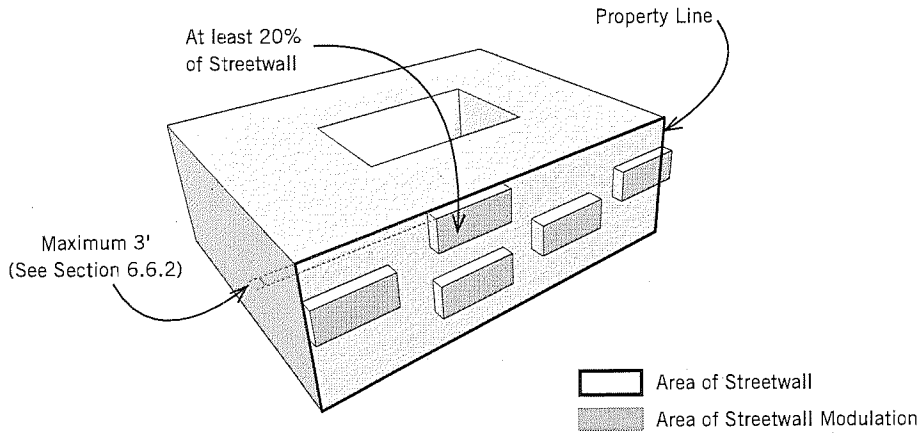


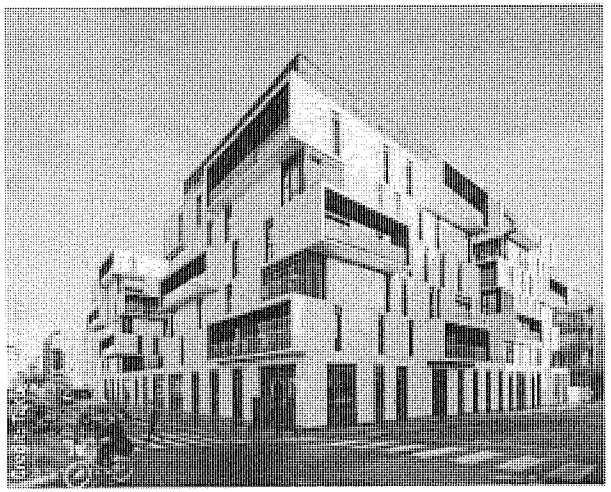
Sawtooth balconies or bay windows reduce the visual mass of the streetwall by introducing a pattern of smaller-scaled components. They can be open, partially enclosed, enclosed, projections, or recesses from the main façade.

The massing of this building adds height at the corner, combined with a recess. The effect is that the building has the appearance of being composed of two distinct volumes.

Examples of Streetwall Modulation (continued)

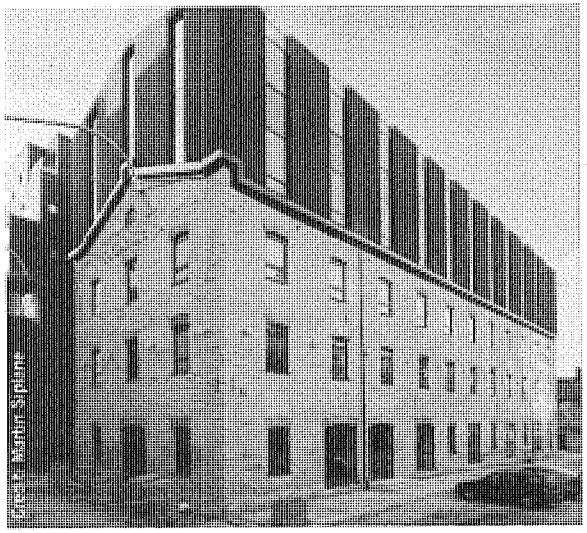
Volumetric Projections



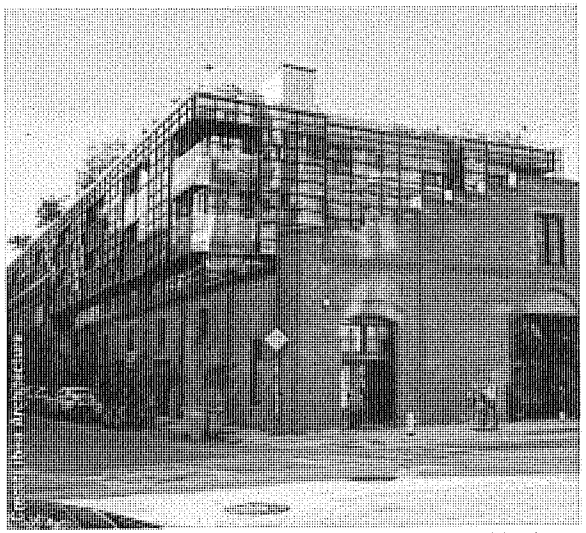


Projections help create shadow lines and added façade depth. Such projections should be located and scaled to relate to interior programmatic uses.

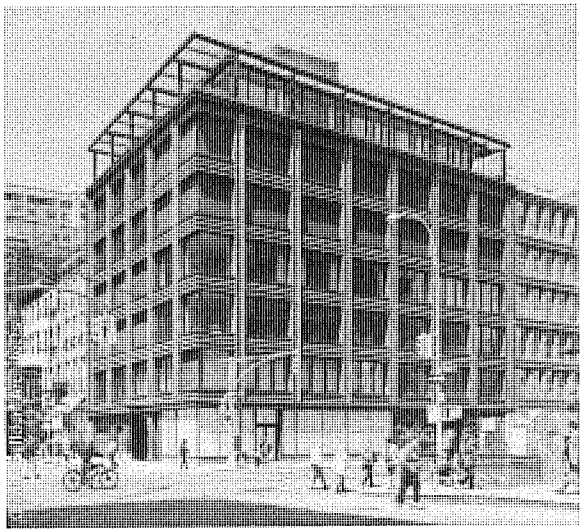
Examples of modulation compatible with historic districts.



The materials in the addition above the existing building are articulated with a change in material and plane.



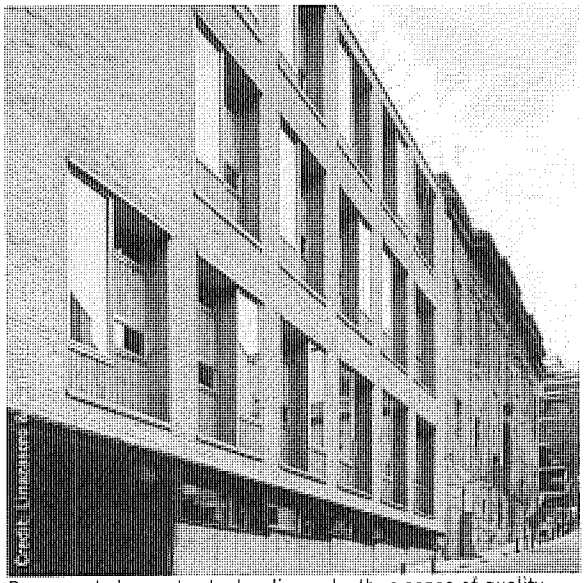
The addition above the existing building uses a vertical hyphen in conjunction with balconies and recesses.



This new building uses the language of warehouse construction with a grid and fill design.

The use of natural materials such as brick or stone can bring a tactile quality to the pedestrian zone.

Projected windows help create shadow lines and added façade depth.



Recesses help create shadow lines, depth, a sense of quality, and durability.

GUIDELINES

6.6.3 Industrial Streetwall Character

To relate to the Power Station's industrial context, the streetwall along 23rd Street and Illinois Street should be articulated with one or more of the following patterns, to meet the Midrise Building Articulation guidelines described in Section 6.7.3 and be used as part of a design approach that meets the Building Modulation requirements.

- A solid wall with punched openings;
- A gridded pattern, emphasizing vertical piers;
- A wall containing a visible expression of horizontal floorplates and large, glassy openings with smaller panes.

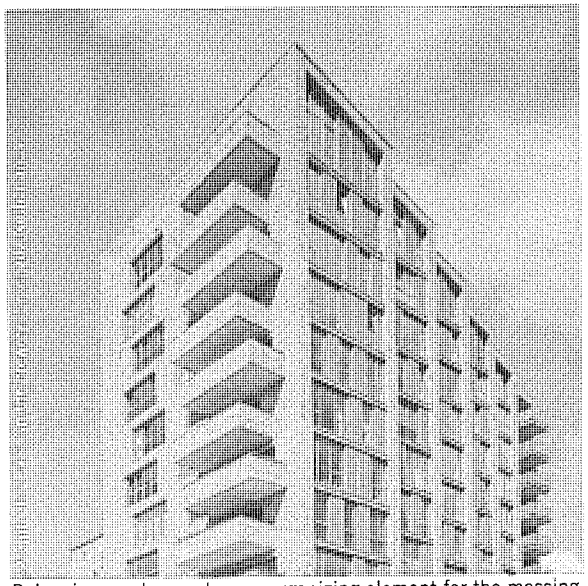
6.6.4 Highrise Tower Modulation

Above the Base, the highrise towers on Block 5 and 7 should employ modulation techniques, such as a change in material or Change in Plane, that is carefully considered with sculpting of the tower, per Section 6.5.4 or 6.5.5, and façade articulation, per Section 6.7.

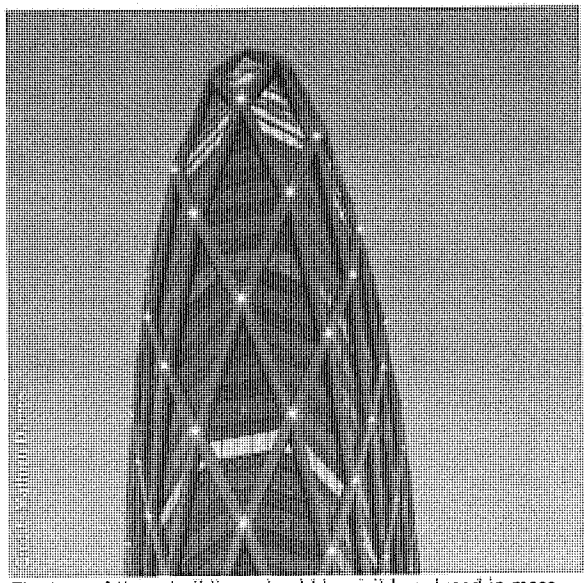
CONSIDERATIONS

6.6.5 Midrise Tower Modulation

Above the Base, the midrise tower on Block 1 should consider using balconies as an organizing element for Upper Building modulation, giving it a residential scale and creating indoor/outdoor opportunities to enliven the building façade.



Balconies can be used as an organizing element for the massing and design of the building, creating a residential scale.



The tops of these buildings should be visibly reduced in mass and dimension to create a stepped or a tapered effect.

Lowering the streetwall at the base of the tower portion can help create a proportionate streetwall relative to the tower.

A change in height and plane is effective at breaking up bulk and avoiding long, undifferentiated facades.

6.7 Façade Articulation

Building façades should be articulated by employing the strategies outlined below. Articulation supports modulation by creating visual interest, but at a finer-grained scale.

GUIDELINES

6.7.1 Depth of Façade

Full brick and masonry are among the site's preferred materials. If thin brick or masonry or panel systems are used, these materials should read as having a volumetric legibility that is appropriate to their thickness. For example, masonry should turn the corner at a depth that is consistent with the typical depth of a brick. Examples of strategies that can be used to articulate a façade with volumetric depth include:

- Use of architectural treatments that create visible shadow lines including vertical recesses, notches, massing reveals, or Changes in Plane at least 6 inches in depth; or,
- Windows and other openings are an opportunity to reinforce the volumetric legibility of the façade, with an appropriate depth that relates to the material selected. For example, the depth of the building frame to the glazing should be sufficiently deep to convey a substantial exterior wall, and materials should turn the corner into a window reveal.

Also see Section 6.8.3 for guidelines relating to material quality and durability.

6.7.2 Façade Organization

Each building should be organized into a visible hierarchy and a consistent system with patterning or rhythm that defines an internal logic. Building elements and themes should be appropriately scaled and proportionate to the overall building.

Examples of strategies that can be used to define hierarchy and proportion that are also consistent with the neighborhood's industrial characteristics include:

- Vertical or horizontal elements that create a rhythm or patterning within the façade; or
- Contrast in the scale of patterns, such as larger patterning of structural piers and bays that convey an industrial scale, combined with a smaller patterning of window mullions and sashes that are finer-grained and more detailed at the pedestrian scale; or
- Key programmatic elements such as building circulation, gathering spaces, building lobbies, and so on clearly expressed in the design of the façade.

6.7.3 Midrise Building Articulation

Predominantly residential buildings between 100 and 145 feet in height should be articulated with smaller volumes, such as windows, doors or balconies that highlight a residential scale using reveals from 6 inches to 3 feet in depth.

Predominantly non-residential buildings between 100 and 145 feet in height should be articulated with strong horizontal elements that convey a more industrial aesthetic, such as clearly expressed floorplates separated by a consistent glazing pattern (see precedent images in Section 6.6).

6.7.4 Tower Articulation

The façade of midrise and highrise towers should be lighter and more loft-like than the Base, with thinner vertical and horizontal elements that feature more glazing.

6.8 Color and Materials

STANDARDS

6.8.1 Bird-Safe Glazing

Bird-safe glazing including but not limited to fritting, netting, permanent stencils, frosted glass, exterior screens, UV patterns visible to birds, or physical grids placed on the exterior of glazing shall be applied to:

- Blocks 3, 4, 8, 9, and 12, the portion of the building façade between grade and 60 feet in height, within 300 feet of the Waterfront Open Spaces; and,
- Unbroken glazed segments of free-standing glass that are 24 square feet or larger provided on any portion of the building, including glass walls, wind barriers, skywalks, balconies, and greenhouses on rooftops.

To qualify as Bird-Safe Glazing, vertical elements of window patterns shall be at least a quarter-inch wide at a maximum spacing of 4 inches or horizontal elements at least one-eighth of an inch wide at a maximum spacing of 2 inches.

GUIDELINES

6.8.2 Recommended Materials

Recommended materials should be incorporated into building design. Recommended materials include brick, concrete, copper, steel, glass, smooth stucco and wood. Avoid using veneer masonry panels except as described in Section 6.7.1 Depth of Façade. Avoid using smooth, flat, or minimally detailed glass curtain walls; highly reflective glass; coarse-sand finished stucco as a primary siding material; bamboo wood siding as a primary siding material; laminated timber panels; or black and dark materials should not be used as a predominate material.

Where metal is used, selection should favor metals with naturally occurring patina such as copper, steel, or zinc. Metals should be matte in finish. Where shiny materials are used, they should be accent elements rather than dominant materials, and are generally not encouraged.

6.8.3 Quality and Durability

Exterior finishes should have the permanence and quality found in similar contextual building materials used on neighboring sites and in the Central Waterfront. Materials should be low-maintenance, well suited to the specific maritime microclimate of the neighborhood, and able to naturally weather over time without extensive maintenance and upkeep.

6.8.4 Decorative Materials

Where provided, architectural details should be inherent features of the facade material and should not appear as 'tacked on.' Examples include but are not limited to using decorative masonry courses, joints, patterns, or contrasting metal insets.

6.8.5 Pedestrian-Oriented Materials

To create a pedestrian-focused environment and engaging street frontage, the ground floor of new buildings should have a differentiated architectural expression from the floors above. This may include, but is not limited to increased transparency, shifts in color, material and texture of facade elements.

Specific design guidelines and considerations related to different ground-floor frontages may be found in Sections 6.10 through 6.17.

CONSIDERATIONS

6.8.6 Building Color

Use of exterior surface materials that are naturally rich in color, such as terra cotta and copper, is encouraged. Lightness of color is preferred at the Upper Building, where buildings are visible from a further distance and have more presence on the skyline.

6.8.7 Glazing

Glazing selection should be made with consideration to energy performance. Glazing should be generally light in color and low-reflectance in order to achieve a balance of daylighting and energy performance.

6.8.8 Building Finish

Materials should be selected in coordination with the expression of the building's organization, for example, using more substantial materials, such as masonry and

metals, to define corners, and lighter materials, such as glass and wood, to define vertical circulation.

Also see Section 6.6 for how changes in material and color should be combined with modulation strategies to reinforce visually interesting and human-scale building design.

6.8.9 Living/Green Walls

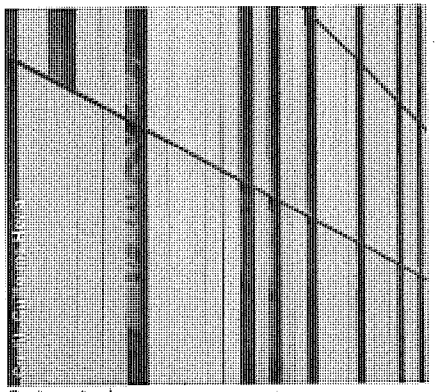
Living walls and/or plantings may be used to provide a highly visible, biophilic amenity and passive cooling benefit. Vegetation may be integrated into exterior shading to support shading performance and enhance privacy, and would be a permitted obstruction on floors above the ground floor. Living walls can be especially beneficial outside where they front onto adjacent open spaces. Living walls are permitted on the ground floor, provided that the encroachments and projections comply with Section 6.6.2.

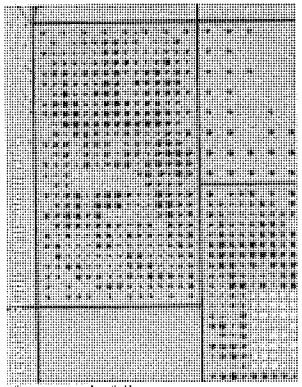
6.8.10 Life-cycle Assessment

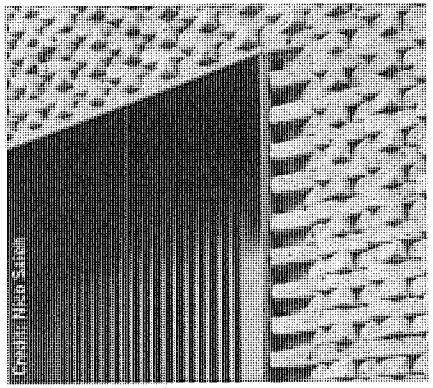
Conduct a life-cycle assessment (LCA) of building structure and enclosure to identify embodied carbon drivers for the project, and evaluate embodied carbon reduction potential for key building elements. Consider designing buildings for deconstruction.

Refer to LEED credit Materials & Resources: Building Life-Cycle Impact Reduction, Option 4. Whole-Building Life-Cycle Assessment for more information.

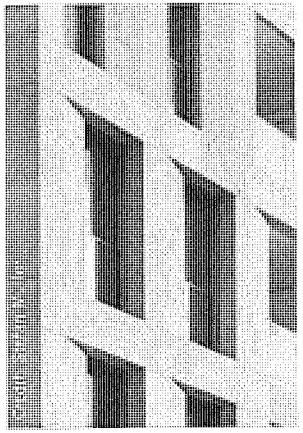
Examples of recommended materials.

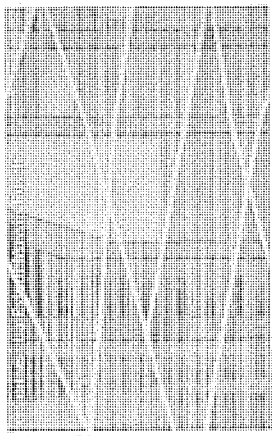

Corten steel.

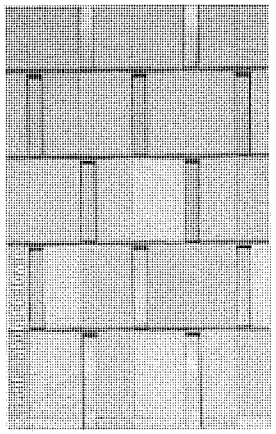

Copper cladding.


Brick in any range of colors, especially modern applications, such as this offset stacked pattern.

Wood.


Concrete or stone.


Fritted Glass.


Terra cotta.

Design Context

Buildings and public realm work together to frame an active, urban experience that draws on and connects to the surrounding context.

Buildings should not be designed as individual objects that stand on their own, but instead as contributors to the character of the streets and open spaces that they frame. The frontages that enclose a space will inform the experience along each street and alley. The frontage character proposals in this D4D are meant to enhance that concept and anchor it into a specific context.

The pages that follow provide standards and guidelines to help establish the character of key building corners, frontages, and façades throughout the site.

In the best urban neighborhoods, ground-floor uses work together with the adjacent sidewalks and public spaces to frame an interesting and diverse pedestrian experience. Together, they provide a continuous network of spaces that are active, safe, comfortable, and engaging.

Accordingly, the key to designing such spaces will be ensuring flexibility—high ceilings, ability to subdivide, strategies to add or remove doorways—such that the buildings can be adapted to different uses by different users as the city grows and changes.

6.9 Ground Floor Design

STANDARDS

6.9.1 Ground Floor Height

All non-residential ground floor spaces shall have a minimum floor-to-floor height of 15 feet as measured from grade. At least 30 percent of the cumulative PDR space pursuant to Figure 3.2.1 shall contain floor-to-floor heights of 17 feet.

6.9.2 Ground-Floor Uses

All standards and guidelines contained in Section 3.2, Ground-Floor Uses, shall apply.

6.9.3 Sidewalk Encroachment at Corners

To allow for a minimum of 5 feet clear for pedestrian movement behind curb ramps, at specific intersections, some building corners may be required to be inset at the ground floor only. See Appendix A for specific block-by-block guidance on sidewalk encroachment locations.

6.9.4 Awnings and Canopies

Where provided, awnings and canopies must be at least 8 feet above sidewalk grade. Awnings that are more than 100 feet in length (as on 23rd Street) must be at least 15 feet above sidewalk grade.

Awnings that are between 8 and 15 feet above sidewalk grade may project up to 10 feet into the public realm (including the public right of way). Awnings that are higher than 15 feet above sidewalk grade may project up to 15 feet into the public realm (including the public right-of-way).

In no instance shall awnings project beyond the width of the sidewalk they cover. Awnings shall be designed so as not to interfere with street tree canopy.

6.9.5 Transparent Frontage

Portions of frontages that contain Active Uses (per Section 3.2.3 and Figure 3.2.1) other than residential units or PDR uses shall be fenestrated with transparent windows and doorways for not less than 60 percent of the street frontage at between 2 feet and 12 feet vertical above grade, and must allow visibility of at least 4 feet in depth inside of the building.

PDR frontages shall be fenestrated with transparent windows or doors for no less than 50 percent of the street frontage from sidewalk grade up to 12 feet vertical above grade, and must allow visibility of at least 4 feet in depth inside of the building.

The use of dark, mirrored, or opaque glass shall not count toward the required transparent area.

Ground-floor transparent frontage standards shall not apply to historic or adaptively-reused buildings.

6.9.6 Gates, Railings, and Grillwork

Any decorative railings or grillwork (other than wire mesh) that is placed in front of or behind ground floor windows shall be at least 75 percent open to perpendicular view. Rolling or sliding security gates shall consist of open grillwork rather than solid material, so as to provide visual interest to pedestrians when the gates are closed, and to permit light to pass through. Gates, when open, folded, or rolled, as well as gate mechanisms, shall be recessed within, or laid flush with the building façade.

GUIDELINES

6.9.7 Longer Awnings

Awnings greater than 25 feet in length should be designed to create an intermediary scale between the pedestrian and the bulk of the building, integrated with the design of the building, and industrial in scale such that the awning is consistent in scale with other similarly sized awnings in the Third Street Industrial District.

CONSIDERATIONS

6.9.8 Storefront Design

Non-residential ground-floor frontages may be set back at least 2 feet from the sidewalk, to create a datum for storefronts to have individual expression, allow for a transitional space between store and sidewalk for window shopping, and expand opportunities for seating in the frontage zone.

Non-residential frontages should be designed with vertical and horizontal elements that can be personalized or adapted with different materials. Elements such as bulkheads, piers, signboards, and recessed entries are encouraged. In addition to allowing for individualization, these elements provide a human scale of detailing to the street experience. Vertical elements should be primary in the design of frontages, and bulkheads should be secondary, with piers coming to the ground and bulkheads recessed.

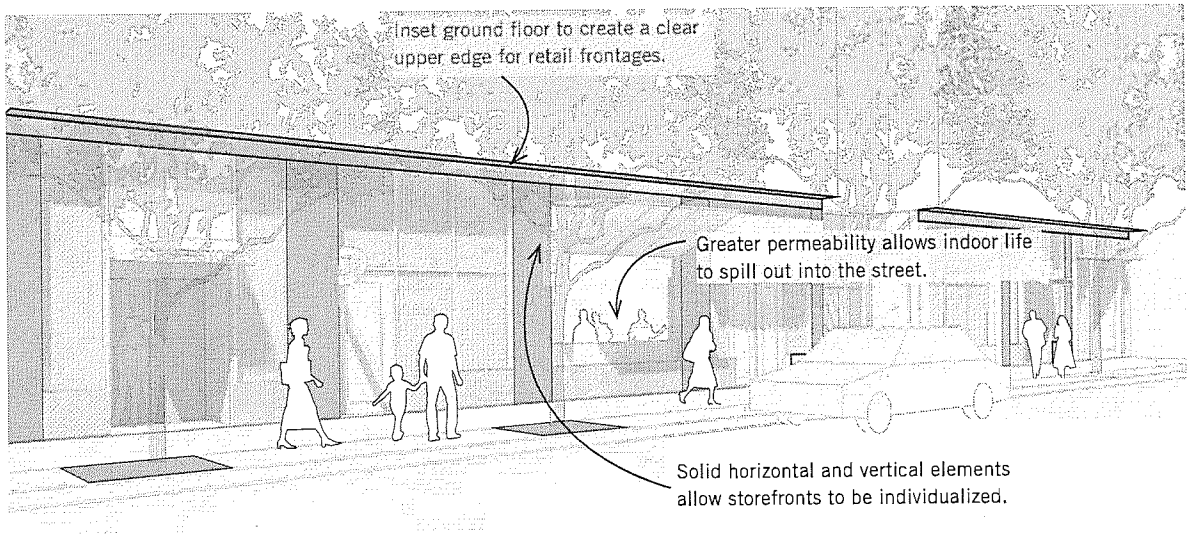


Figure 6.9.1 Ground-Floor Retail Design

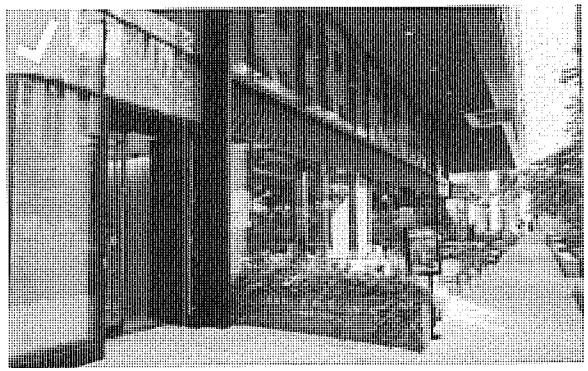
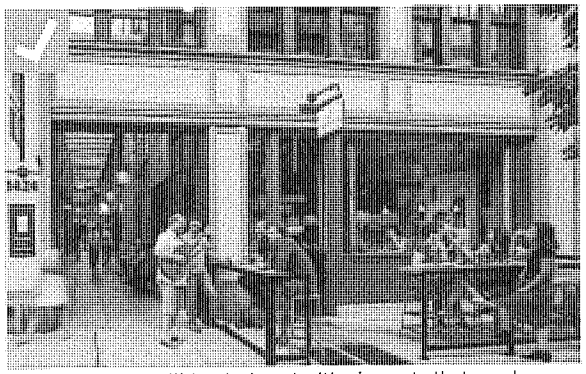


Figure 6.9.1 and the image above are good examples for how to clearly make the ground floor of a building identifiable through an inset, a change in material, or a change in proportion of the façade design.



Retail frontages will be designed with elements that can be personalized.

As shown in the image above, fully glazed frontages can make it difficult for retailers to distinguish themselves, resulting in an uninteresting pedestrian experience.

6.10 Key Frontages and Corners

Certain buildings' corners and frontages warrant greater architectural design consideration, due to their prominent location in the Power Station project—as the visual terminus of a view corridor, in proximity to a landmark, or at an entrance to the site's central green. The standards and guidelines below are intended to ensure that sufficient attention be paid to such frontages and corners. The latter are designated as "Special Corners" (or "Corners"); controls for these locations coordinate all aspects of the streetscape, architecture, and program to increase the distinctiveness of the public realm, and to enhance the experience of the neighborhood.

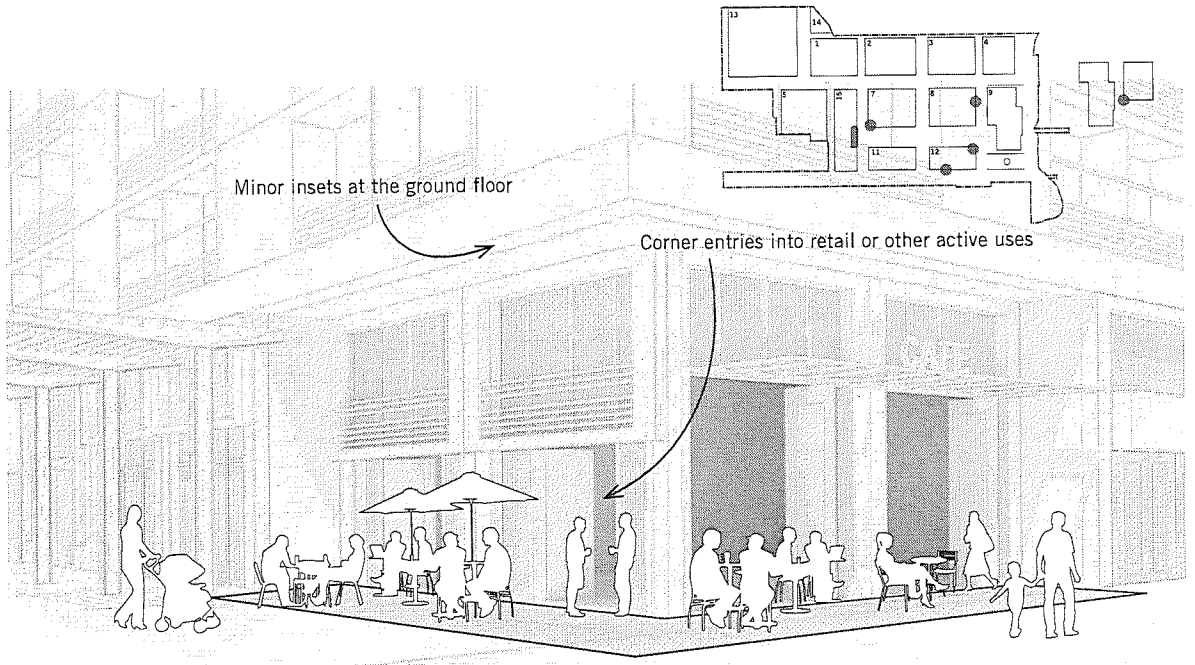


Figure 6.10.1 Key Frontages and Corners

STANDARDS

6.10.1 Block 12 Transit Support Facilities

A SFMTA Muni 55 Bus terminal stop shall be provided along the south side of Block 12, as shown in Figure 5.5.2, where up to two buses at a time may lay over, unless SFMTA determines that no such bus layover is necessary. Due to transmission line easements below the street, no structures containing permanent footings may be constructed.

The following facilities shall be located on the 23rd Street frontage of Block 12 and be consistent with Third Street Industrial District guidelines per Section 6.11:

- An indoor bathroom for Muni drivers to use during breaks;
- Public seating to be used as a transit shelter for people waiting for the bus, with a real-time information screen for expected bus arrival times and an overhead shelter. Such seating, shelter, and signage may project from the face of the building into the sidewalk area; and
- A system map.

6.10.2 Block 8 Transit Support Facilities

A shuttle stop shall be provided along the east side of Block 8, as shown in Figure 5.6.2.

The following facilities shall be incorporated into the ground floor design of Block 8, facing Maryland Street:

- Public seating to be used as a transit shelter for people waiting for the shuttle, with a real-time information screen for expected shuttle arrival times and an overhead shelter. Such seating, shelter, and signage may project from the face of the building into the sidewalk area.

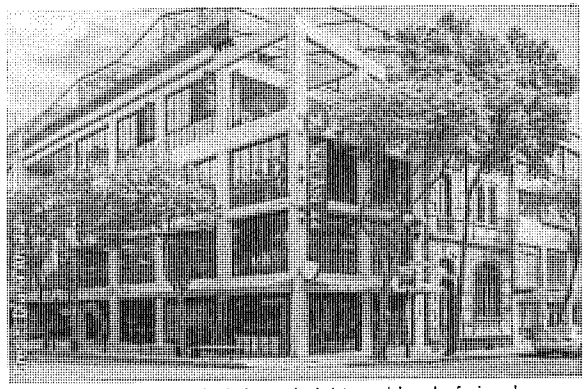
GUIDELINES

6.10.3 Special Corners: Block 7

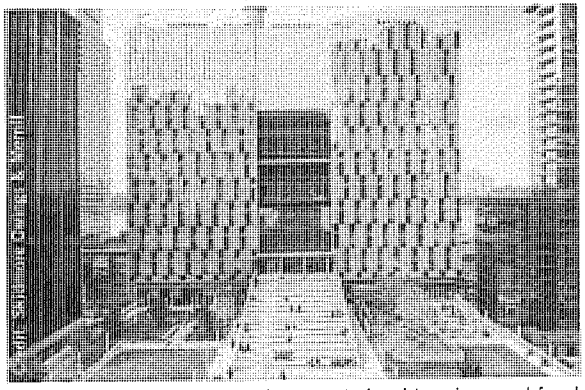
To create an invitation to Power Station Park from Louisiana Paseo, the southwest Corner of Block 7 should include at least one of the following features:

- Transparency for at least 20 linear feet on either side of the Corner at the ground floor between the heights of 2 and 15 feet above sidewalk grade, such that views of Power Station Park may be perceived prior to turning the Corner. The transparent Corners may count towards Transparent Frontage requirements;
- Building shaping, such as a chamfer or rounding of Corners; or
- Architectural detailing that emphasizes the importance of this Corner.

Corner retail helps activate the street and promote engagement with the public realm.



Building corners should bring a heightened level of visual interest to emphasize the importance of street intersections.



Face of building provides an important visual terminus and focal point.

6.10.4 Special Corners: Block 9 without Unit 3

Block 9 without Unit 3 should be a standout, signature waterfront building that is well-designed with use of high-quality materials commensurate with its waterfront location against the iconic Stack.

To create an open and inviting entrance to the Waterfront Open Spaces and Stack Plaza from Delaware Street and Power Station Park, the southwest corner of Block 9 without Unit 3 should use high-quality materials, such as brick, concrete, copper, steel, glass, and wood, and in addition should include volumetric shaping of the area within 15 feet of said corner with architectural treatments including but not limited to chamfers, round edges, setbacks, and/or protrusions to highlight views or relate to the shape of the Stack from the public realm.

6.10.5 Special Corners: Block 12

To frame the view of the Stack, the northeast Corner of Block 12 should include the use of high quality materials, such as brick, concrete, copper, steel, glass, and wood, and in addition should include volumetric shaping of the area of a building within 15-feet of said corner of Block 12 with architectural treatments including but not limited to chamfers, round edges, setbacks, and/or protrusions to highlight views or relate to the shape of the Stack from the public realm.

6.10.6 Block 15 Eastern Façade

The eastern façade of Block 15 serves as an important terminus of Power Station Park and should be designed with high quality materials. In addition, if the eastern wall of Station A is not retained, the eastern façade of Block 15 shall be approved at the discretion of the Planning Director and comply with the following criteria:

At least 60 percent of the eastern façade of Block 15 framed by the southern façade of Block 7 and the northern façade of Block 11 should include a volumetric projection, which must:

- Be an inviting, unique, and iconic architectural form that serves as a visual beacon to the Power Station Park for people entering the site from 23rd and Humboldt Streets, as well as serves as a fitting visual anchor on the west end of the park and counterpoint to Unit 3. The form must express a creative and exceptional architectural massing feature that achieves a projection of approximately 10 feet in plan from the primary façade of the building and is at least 5 stories;
- Be materially differentiated from the rest of the building;
- Complement the architectural language of both the new and retained elements of Unit 3 (if Unit 3 is preserved);
- Be permeable and open to pedestrians if the projection reaches the ground floor, in which case a design permitting pedestrian access to upper levels of the projection from Louisiana Paseo should be considered;
- Include a public use such as a library / media center, museum, open space or assembly space designed with an inviting public entrance from Louisiana Paseo/ Power Station Park that relates to the design of the architectural projection described above; and
- Provide a pedestrian passage way between Louisiana Paseo and Georgia Lane that is no less than 20 feet wide and 30 feet tall;
- Any building constructed within the Mid-Block Alley on Block 15 without Station A shall be set back at least 5 feet from the eastern and western faces of the building; See Section 4.30 Louisiana Paseo for supportive amenities of the public use on Block 15, if the eastern wall of Station A is not retained.

6.11 Third Street Industrial District Frontages

Note: The frontage of Station A on 23rd Street is not subject to the controls listed in Section 6.11 if the walls of Station A collapse or are otherwise damaged beyond repair.

The western façades of new buildings fronting Illinois Street, the southern façades of new buildings fronting 23rd Street, and the eastern and/or southern façades of new buildings fronting the Stack are facing contributors to the Third Street Industrial District. The following standards and guidelines will ensure that new buildings respond to and reinforce the character of this district. Unless otherwise stated, these standards and guidelines apply to all frontages specified in Figure 6.11.1. For reference, an excerpt of the *Historic Resource Evaluation–Part 2*, containing character-defining features of the District and its contributors, is included as Appendix F of this D4D.

Standard 9 of the *Secretary of the Interior's Standards for Rehabilitation* ("Secretary's Standards") guides all standards and guidelines in this section. Standard 9 states that new work shall be differentiated from the old and be compatible with the massing, size, scale, and architectural features to protect the integrity of the historic district and its environment. Compliance with Standard 9 is achieved through the design controls set forth in this section.

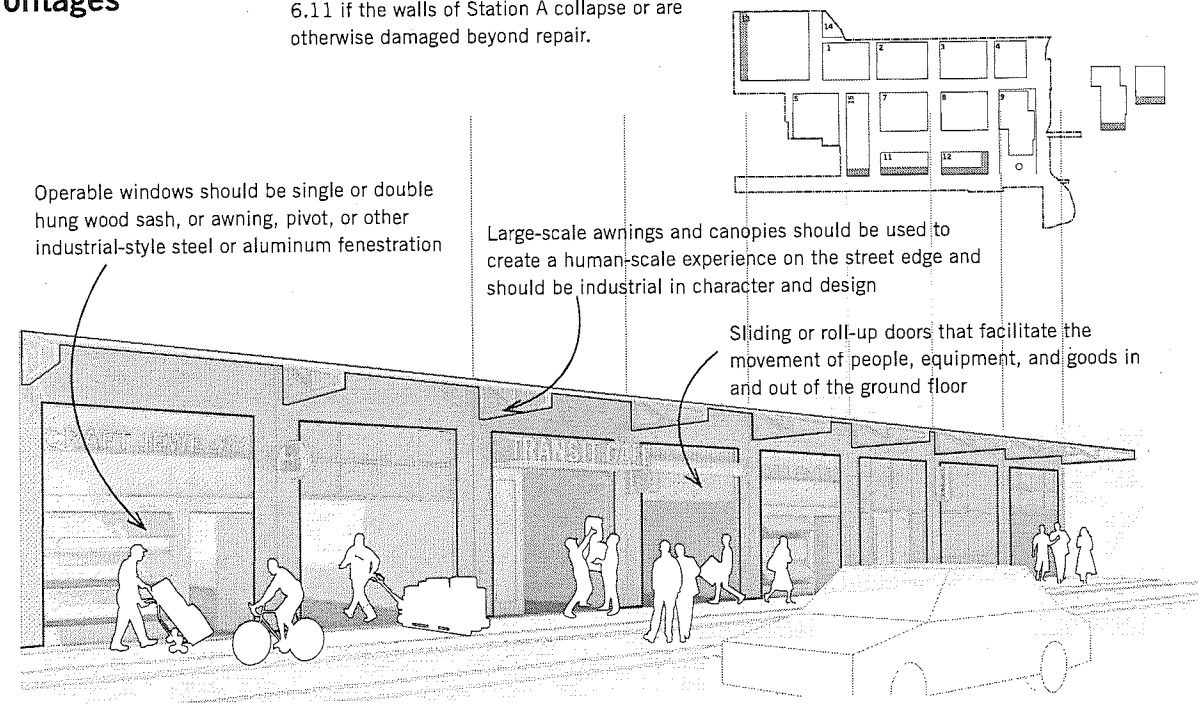


Figure 6.11.1 Third Street Industrial District Frontages

STANDARDS

6.11.1 Third Street Industrial District Ground Floor Height

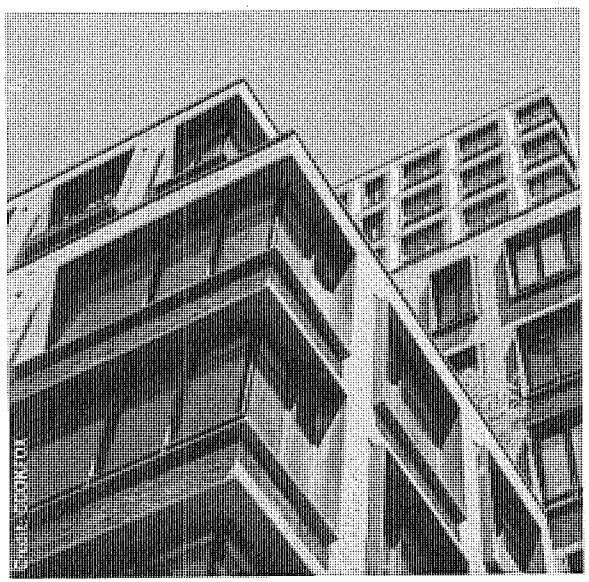
On the Frontages of Blocks 11 and 12 facing the 23rd Street Sugar Warehouses, and Block 13 facing the American Industrial Center all ground-floor spaces shall have a minimum floor-to-floor height of 15 feet as measured from grade. At least 30 percent of the cumulative PDR space pursuant to Figure 3.2.1 shall contain floor-to-floor heights of 17 feet. See also Standard 6.9.1.

6.11.2 Third Street Industrial District Height and Massing

In order for 23rd and Illinois Streets to appear balanced on either side, new construction shall respect existing heights of contributors to the Third Street Industrial District by including an upper level 10-foot setback at 65 feet on Block 15, and 70 feet on Blocks 11 and 12, as required by Section 6.4.1 Building Setbacks.

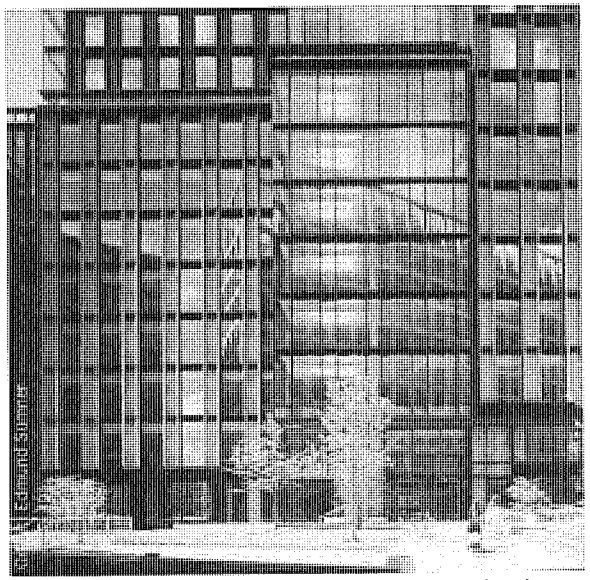
6.11.3 Third Street Industrial District Awnings

To reference the industrial awning at the westernmost Sugar Refinery Warehouse, an awning shall be provided on the southern façades of Blocks 11 and 12 that face 23rd Street, and the southern facade of Station A if



Openings can turn the corner adding lightness and transparency at the corners of a building with punched openings.

Well-proportioned panels create a hierarchy of scale within the façade patterning. The recessed entrance provides a focal point.



Modulation and articulation relate to structural bays, interior floor-to-floor heights, and activities within.

the southern Station A wall collapses or is otherwise damaged beyond repair. Such awnings shall be provided at a height of 15 to 25 feet above sidewalk grade, and may project up to 15 feet into the public realm.

For Block 13 Frontages facing Illinois Street, canopies and awnings shall only be located at the retail land use at the corner of Illinois and 22nd streets.

The character, design and materials used for such awnings on Blocks 11, 12, and 13 shall be industrial in character and design, per these criteria:

- They shall be flat or pitched, and shall not be arched. The functional supporting structure and/or tieback rods shall be clearly legible (i.e., remain apparent to the observer);
- Materials used for canopies and awnings shall be utilitarian. Suggested materials include wood, standing seam or louvered metal panels, and corrugated metal.

6.11.4 Third Street District Fenestration

Operable windows shall be single or double hung wood sash, awning, pivot, or other industrial style steel or aluminum fenestration. Casement windows shall be avoided at lower building massing. Divided lite windows are appropriate.

Ground level glazing shall incorporate transom windows if not utilizing roll up or full height sliding doors.

Upper level glazing shall consist of regular repeated punched openings with divided lite windows. Punched openings shall be rectangular in proportion; an exception is the use of segmentally arched openings if the building material is brick.

6.11.5 Third Street District Building Rooftops

Rooftops shall reflect the historic industrial character of the district and include flat, monitor, or shallow shed roofs. Gable or hipped roofs shall be avoided as primary features.

GUIDELINES

6.11.6 23rd Street and Illinois Street Frontages

Façades of new construction on 23rd Street and Illinois Street should relate to adjacent historic industrial buildings, and should adhere to the following guidelines:

A) Architectural Features

Regularly-spaced structural bays should be expressed on the exterior of the lower massing through the use of rectangular columns or pilasters, which reference the rhythm of loading docks on the Western Sugar Refinery Warehouses and American Industrial Center Southern Extension. Widths of bays should not exceed 30 feet on-center.

Architectural features such as cornice lines, belt courses, architectural trim, or change in material or color should be incorporated into the building design to reference heights and massing of the Western Sugar Refinery Warehouses on 23rd Street and American Industrial Center on Illinois Street at areas of the façade that are not required to be set back per Section 6.4.

B) Bus Shelter

The bus shelter should be utilitarian in materiality and designed to reflect the industrial nature of the nearby Western Sugar Refinery Warehouse buildings. The bus shelter should be coordinated with the building design on Block 12. (See also Section 6.10.1 Block 12 Transit Support Facilities).

6.11.7 Third Street District Openings

To the extent allowed by the Department of Public Health, large doors, such as sliding or roll-up doors that facilitate the movement of people, equipment, and goods in and out of the ground floor of these buildings should be incorporated along 23rd Street and Illinois Street.

6.11.8 Block 9 with or without Unit 3

Block 9 with or without Unit 3 must additionally comply with the following guidelines:

- Design new construction, with or without Unit 3, to be standout architecture—a signature building set within the site's signature open space.
- Design new construction at Block 9, with or without Unit 3, to interact meaningfully with surrounding open spaces and provide permeability through the building's ground floor, allowing pedestrian access directly through the building from its entrance facing Delaware Street to its entrance facing Waterfront Park (see Section 6.15.1). Said entrances should be no less than 15 feet in width.
- A publicly-accessible restroom must be provided.

CONSIDERATIONS

6.11.9 Block 9 with or without Unit 3: Retained Elements

Block 9 with or without Unit 3 should consider the following:

- Consider retaining the existing exhaust infrastructure connecting Unit 3 with the Stack and incorporating it into the new structure;
- Consider preserving other elements of Unit 3 in the new structure on Block 9.

6.12 Existing Buildings within the Third Street Industrial District: The Stack

The Stack is a recognizable and well-loved icon of the Central Waterfront, visible from many places around the city. Its historic purpose was as a smokestack for the emissions of the Unit 3 power station when it was operational. This building will be retained as an icon for the site, and the intent for the building is that it can be adaptively reused in any number of ways that will add interest and create a destination along the waterfront.

STANDARDS

6.12.1 Repair and Seismic Retrofit
Structural and/or seismic upgrades to the interior or exterior of the Stack to ensure safety and resilience of the structure shall be permitted. Such upgrades may include painting (to match existing), installation of carbon-fiber sleeves, and other structural reinforcements as necessary. Exterior upgrades shall not alter the exterior form, including the character-defining features listed in Section 6.12.2, except as permitted in Sections 6.12.3 and 6.13.8.

6.12.2 Character-Defining Features
The following features of the Stack are considered character-defining and shall be maintained:

- Reinforced concrete construction
- Tapered form
- 300-foot height
- Crow's nest walkway
- Exterior metal ladder
- Red paint

GUIDELINES

6.12.3 Building Access
Up to two penetrations are allowed on the ground floor, allowing for ingress and egress. Each may be no larger the 12 feet wide and 10 feet high.

Penetrations to allow for an occupiable connection between the Stack and Unit 3 to reinforce the stack are permitted on upper stories, provided that the connection is sculpted and designed in a manner that relates to the Stack and its features, and complies with dimensions per Sections 6.13.8 and 6.14.7.

6.12.4 Public Art
The interior of the Stack may be painted or otherwise decorated as public art. Public art installations on the exterior are limited to light installations.

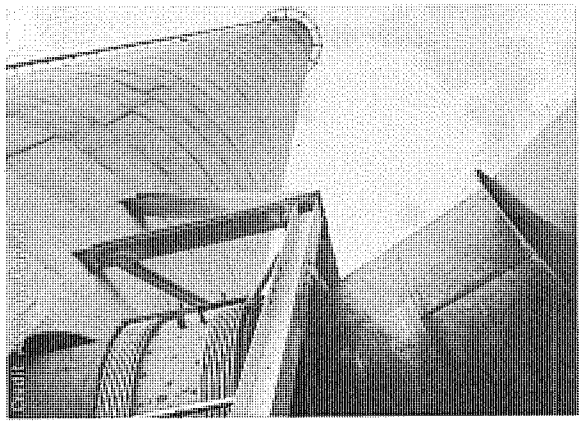


Image looking from the base of the stack toward the top.

6.13 Existing Buildings within the Third Street Industrial District: Unit 3

STANDARDS

6.13.1 Unit 3 Retained Features

If Unit 3 remains and is repurposed as a hotel or residential building, the following existing features must be retained:

- Exterior visibility of at least 50 percent of the steel gridded frame of the Unit 3 structure (as illustrated in Figure 6.13.1 and Figure 6.13.2), with a minimum visibility of 75 percent of the southern and eastern facades. However, transparent materials, including glass, are permitted to cover up to 45 percent of the visible exterior of the Unit 3 structure. Such transparent materials, to the maximum extent feasible, shall have high transparency and low reflectivity;
- The height of the existing Unit 3 structure (131');
- Exterior visibility of the 143-foot tall, concrete elevator shaft; and
- The following features of the eastern façade of the office structure, as shown in Figure 6.13.2: the vertical concrete patterning, the metal panel cladding and glazing pattern, and the façade's solid-to-void ratio.

6.13.2 Waterfront Access Corridor (Turbine Plaza)

A corridor for visual and physical access between Delaware Street and the waterfront must be provided. A portion of the corridor may be enclosed and serve as common space within the hotel, so long as the corridor is open to the public and provides a direct connection between Delaware Street and the waterfront. The unenclosed portions of the corridor serve as outdoor open space. Turbine Plaza extends from Delaware Street to the Bay Trail. At minimum, the corridor must meet the following criteria:

- Have a minimum width of 70 feet;
- Have at least 65 percent of the area open to the sky exclusive of obstructions permitted within setbacks pursuant to Planning Code Section 136 and existing structure(s). Portions of the corridor that are not open to the sky may be enclosed;
- Have a minimum clearance height of at least 25 feet above grade;
- Provide visual access between Delaware Street and the waterfront, with the eastern and western facades of any enclosed portion of the corridor being at least 85 percent transparent;
- Provide pedestrian access between Delaware Street and the waterfront, with the eastern and western facades of any enclosed portion of the corridor having large and obvious doors that welcome the public to cross through any enclosed area;
- Be publicly accessible at times when it is reasonable to expect substantial public use;
- Encourage pedestrian use by allowing furniture, including tables, chairs, umbrellas, heat lamps, planters, and other amenities; and
- Provide ample pedestrian lighting to ensure pedestrian comfort and safety;
- Limit enclosed portions to approximately 95 feet in width (the distance between the existing Unit 3 structure to the south and new addition of the north of Turbine Plaza) and 72 feet in length (35 percent of the length of Turbine Plaza).

6.13.3 Unit 3 Gross Floor Area

The total gross square footage of all buildings on Block 9 shall not exceed 241,600 square feet.

6.13.4 Unit 3 Height

If Unit 3 remains and is repurposed as a hotel or residential building, the maximum building height on the block shall be limited to 85 feet, except for existing portions of the building to remain, including the steel gridded frame at 131 feet and concrete elevator shaft at 143 feet tall. In addition to those features listed in Section 6.2.4, the following features shall be exempt from height:

- Enclosed space related to the recreational and/or Retail use of the roof on the existing Unit 3 structure and new northern addition, provided that each space does not exceed 5,000 square feet. The enclosed space on top of the existing Unit 3 structure is exempt from the minimum setback ratio of 1:1.2 required on the rooftops of other buildings up to 100 feet in height.

6.13.5 Unit 3 Setbacks

Setbacks from the property line commencing at the ground level are required along the eastern, western, southern, and northern Frontages of Block 9, as indicated on Figure 6.4.5, with certain permitted obstructions including pump house, awnings and canopies permitted under Section 6.9.4, furnishings permitted in Outdoor Café and Restaurant Seating and Outdoor Food Service Zones, Section 4.9, and obstructions permitted within setbacks pursuant to Planning Code Section 136. The Unit 3 Public Passenger Loading and Fire Access lane are also permitted within this setback area, as shown in Figure 4.23.1, items 1 and 2. Refer to A.9 for detailed diagrams depicting setbacks.

6.13.6 Unit 3 Ground Floor

Active Uses shall be provided on the ground floor, consistent with Section 3.2.3 and Figure 3.2.1.

Unit 3 Frontages with Active Uses shall be fenestrated with transparent windows and doorways for not less than 60 percent of the street frontage at between 2 feet and 12 feet vertical above grade, and must allow visibility of at least 4 feet in depth inside of the building.

6.13.7 Unit 3 Additions

Building alterations, including horizontal and vertical additions to the structure are permitted provided that such additions comply with all other applicable provisions of this D4D, including compliance with Sections 6.11, Third Street Industrial District controls, 6.4, Building Setbacks, 6.6 Building Modulation, etc.

6.13.8 Above-grade Pedestrian Connections

Enclosed above-grade pedestrian connections are permitted between the existing Unit 3 structure, the Stack, and/or other buildings or structures on Block 9, as long as they meet the following conditions:

- If an above-grade connection between the existing Unit 3 structure and any new additions on Block 9 is constructed, it shall not exceed one story in height (no more than 15 feet tall);
- If constructed at approximately the third story (see Figure 6.13.4), the above-grade connection shall not exceed 50 feet in width;
- If an above-grade connection is provided above the third story, it shall not exceed 30 feet in width, including the width of existing structures (such as the gantry crane);

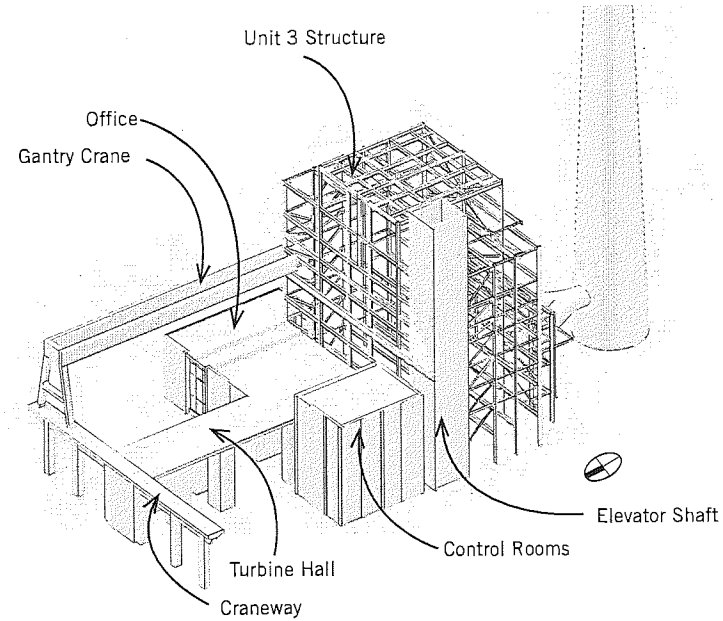


Figure 6.13.1 Components of Unit 3

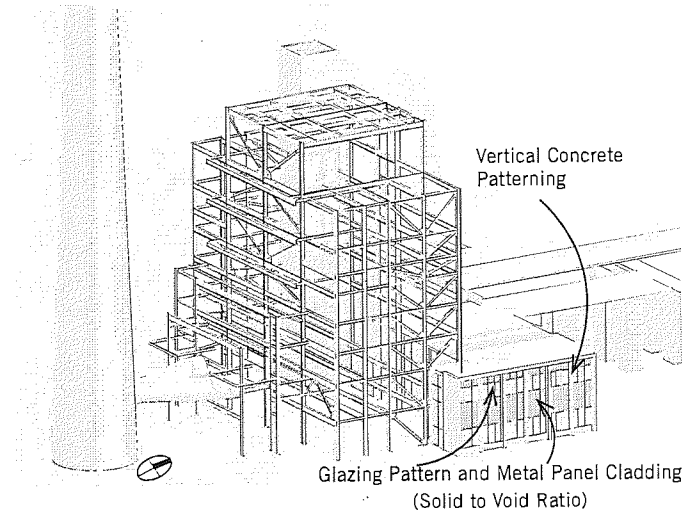


Figure 6.13.2 Components of Office Structure

6.13.8 Above Grade Pedestrian Connections, continued

- There shall be at least a two story separation between each above-grade connection;
- Maximum diameter or width of connection is 15 feet - unless adaptively reusing an existing connection between the Stack and Unit 3, in which case, the existing diameter shall not be exceeded;
- Terminate at an opening on the northern surface of the Stack and to the building face of the southern side of Unit 3. The connection shall not extend around the Stack's perimeter if connected to the Stack, unless the perimeter connection is necessary for seismic support of the Stack.
- If an enclosed, above-grade connection between Unit 3 and the Stack above the third story is provided, seismic support for the Stack must also be provided. Note: Only one such connection is permitted, and only if other seismic reinforcement strategies prove infeasible.

In addition:

- Any connections may be left open to the sky;
- Windscreens up to 10 feet in height are permitted for any connections that are open to the sky;
- Such connections may also contain programming for the primary use of and/or be accessory to the Unit 3 structure; and
- For the connection above the third story, if the gantry crane is retained, at least 50 percent of the crane's steel structure that is north of the control room, on the west face of the crane, shall be unobstructed by any new additions, including glass. With the exception of required safety railings, bracing, or necessary structural reinforcement, and existing structures and/or features of the crane, 100 percent of the steel structure on the east face of the crane shall be visible.

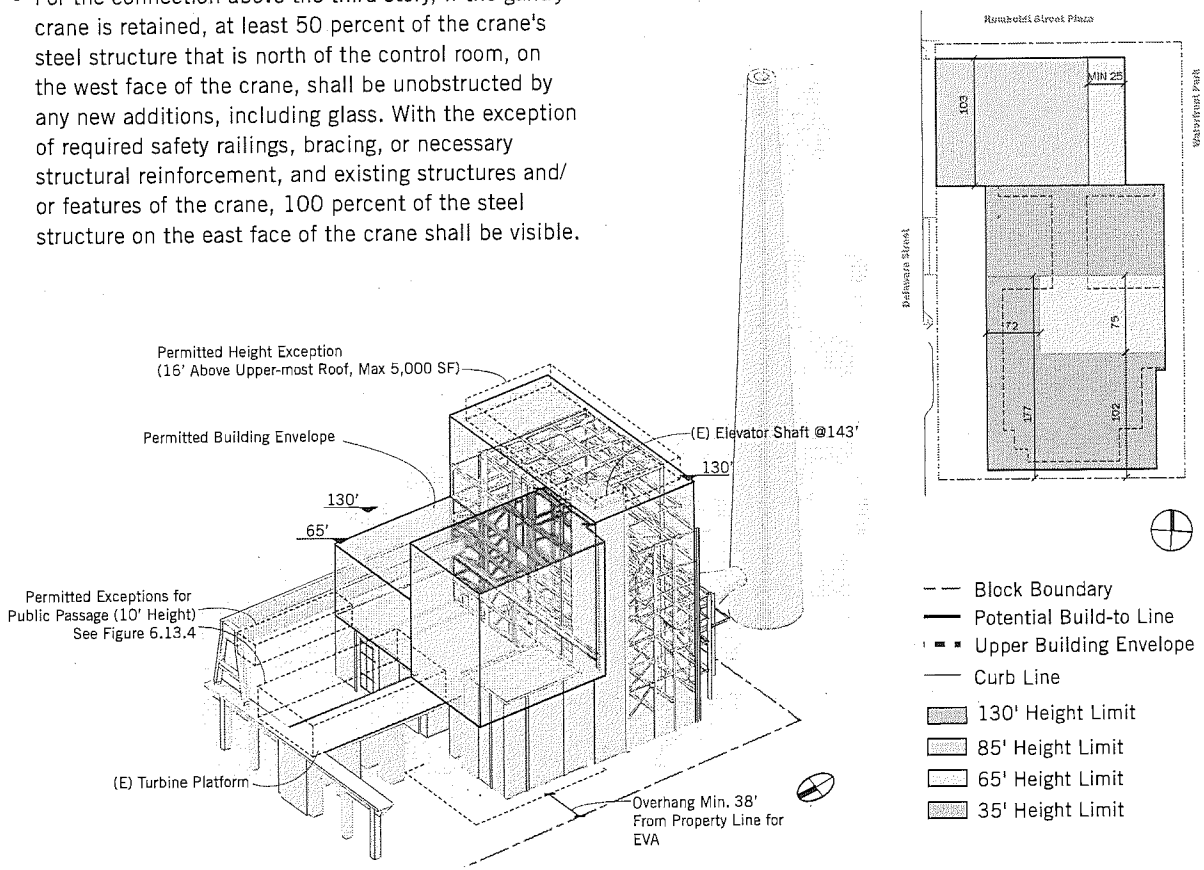


Figure 6.13.3 Unit 3 Massing and Block 9 Height Diagram

CONSIDERATIONS

6.13.9 Unit 3 Retained Features

In addition to the retained features listed above under the standards for Block 9, the following features should be considered for retention where feasible:

- The exhaust tubes connecting Unit 3 and the Stack;
- Concrete construction and exposed infrastructure that expresses industrial character;
- Gantry Crane;
- Turbine Hall.

6.13.10 Unit 3 Additions or New Buildings

Additions or any new-construction on Block 9 should be carefully designed to be high quality in construction but modest in character, so as to not draw attention from the primary steel frame structure of Unit 3.

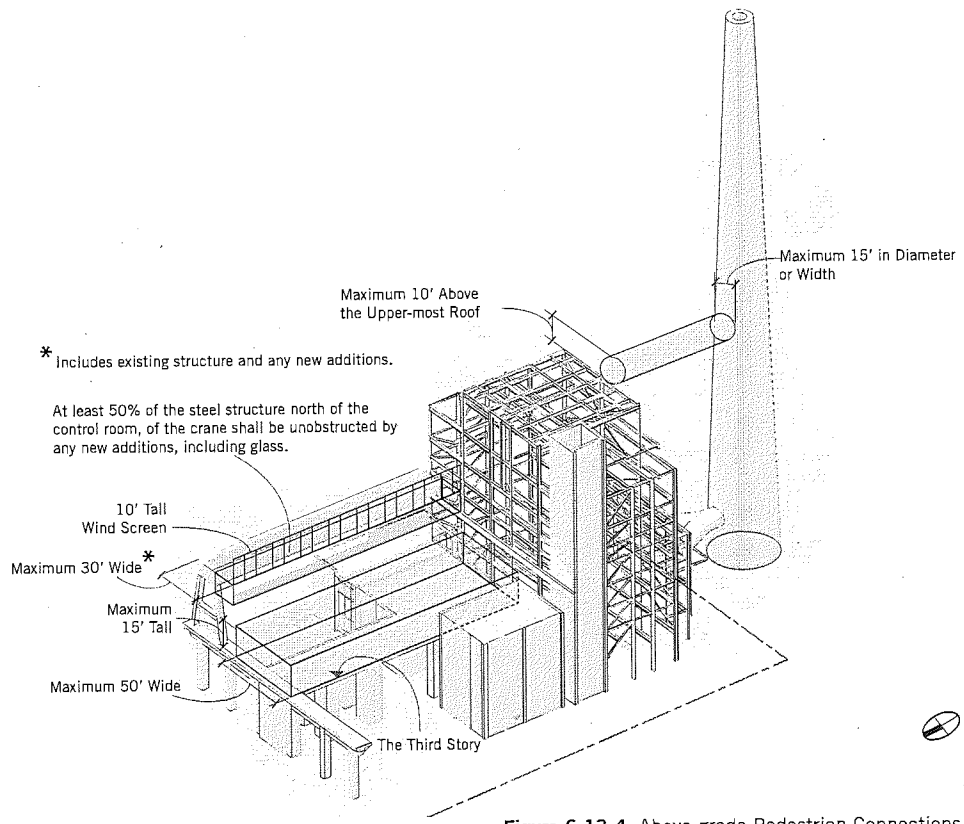


Figure 6.13.4 Above-grade Pedestrian Connections

6.14 Existing Buildings within the Third Street Industrial District: Station A

STANDARDS

6.14.1 Station A Retained Features

Station A shall retain, at minimum, the following walls, for the full existing height of the walls (see Figure 6.14.1):

- The southernmost 250 feet of the western wall;
- The southern wall;
- The eastern wall, and
- The easternmost 60 feet of the northern wall.

Station A is an unreinforced masonry building, which is prone to collapse in earthquakes. Accordingly, there is a chance that Station A could collapse prior to an adaptive reuse project of Station A being constructed.

Given the paramount importance of the building's brick walls to the character of the Project Site, if Station A is damaged by an earthquake or otherwise, any remaining portions of the above-listed walls shall be retained in place and incorporated into the Station A project. If Station A is damaged so severely that 30 percent or less of the above listed walls remain, the following would apply: Standard 3.2.3 "Active Use Frontages," to the degree feasible, and Setbacks per Figure 6.4.5 "Building Setbacks, except without the exemption permitted by Standard 6.4.4 'Station A Exemption. Further, a Mid-block Alley shall be required unless more than 30 percent of the eastern wall is retained, or if retained portions physically preclude its construction. If none of the eastern wall remains, Guideline 6.10.6 shall apply.

6.14.2 Station A Openings

New windows, fenestration or other openings are permitted for up to 30 percent of the total area of the existing wall or walls retained pursuant to Section 6.14.1. Existing windows, fenestration and/or other openings shall not count against the permitted 30 percent. No more than 20 percent of the total permitted fenestration Area above the ground floor may be contiguous.

6.14.3 Station A Projections

Projections are permitted provided that they do not exceed 30 percent of the total area of the streetwall, or extend more than 10 feet beyond the existing footprint of Station A. See Section 6.14.12 for recommended locations for such projections.

6.14.4 Station A Enclosures

Up to 30 percent of the walls retained pursuant to 6.14.1 may be enclosed by an atrium, light court, or other transparent structure that extends no more than 10 feet beyond the existing footprint of Station A provided that such structure is at least 80 percent transparent and provides a programmatic element that is open to the public, such as but not limited to, viewing platform(s), ground floor retail, atrium and/or a combination of such elements.

6.14.5 Sculpting of Addition to Station A on Block 15

New construction on Station A is allowed up to 145 feet in height along the northern half and 160 feet on the southern half of the building, as shown in Figure 6.2.3.

New construction on Block 15 above the height of the existing Station A walls shall achieve a 15% reduction in overall exterior volume for all mass above the Station A walls. The reduction shall apply relative to a baseline floorplate of 47,089 square feet (ie the footprint of Station A) for construction up to 145 feet and a baseline floorplate of 24,955 square feet for construction between 145 feet and 160 feet. Assuming the existing Station A walls are an average of 65 feet in height, the overall volume allowed above shall be calculated as follows:

A	Floorplate up to 145' x height between Station A walls and 145' = Volume A	47,089 square feet x 80 feet = 3,767,120 cubic feet
B	Floorplate above 145' x height above 145' = Volume B	24,955 square feet x 15 feet = 374,325 cubic feet
C	A + B = total volume	3,767,120 cubic feet + 374,325 cubic feet = 4,141,445 cubic feet
D	C x 0.85 = maximum buildable volume	4,141,445 cubic feet x 0.85 = 3,520,228 cubic feet
E	C x 0.15 = required volumetric reduction	4,141,445 cubic feet x 0.15 = 621,217 cubic feet

The 15% reduction may be achieved by providing setbacks, a Vertical Hyphen, or a combination of these or other sculpting strategies. The purpose of sculpting the vertical addition above the existing Station A structure is to:

- Differentiate its mass from the existing Station A structure below;
- Reduce its mass to ensure that development on Block 15 does not overwhelm adjacent open spaces and sensitively responds to its immediate context, including adjacent structures, streets, open spaces, and to the existing walls of Station A itself, and;

- Sculpt its mass with an architectural expression that distinguishes Block 15 as a high-quality, character-defining element of the site's urban design.

A project applicant may request and the Planning Director may grant a waiver from the 15% reduction requirement if the Planning Director determines that new construction on Block 15 above the height of the Station A walls demonstrates superior design quality consistent with the provisions of Planning Code Section 249.87 and with the sculpting purposes described immediately above in this Section 6.14.5.

Where a Vertical Hyphen is utilized as a design element, it shall be at least 10 feet in depth and at least one story in height beginning at the height of the cornice of the existing walls of Station A.

Projections in new construction above the existing Station A walls are permitted per Planning Code Section 136 for Streets, Alleys, and Useable Open Space, except that such projections shall be measured from the outer face of the existing Station A walls that faces a street, alley, or open space. To allow for the possibility of a design response that results in a superior design consistent with the provisions of Planning Code Section 249.87 and the sculpting purposes described above in this Section 6.14.5, the Planning Director may approve projections on the eastern wall of Station A (facing Louisiana Paseo and Power Station Park) that deviate from Planning Code Section 136 provided that no projection extends farther than 10 feet beyond the outer face of the existing Station A walls and that projections are limited to no more than 25 percent of the square footage of the building face above the existing Station A walls.

6.14.6 Station A Ground Floor

Minimal Active Use controls pursuant to Figure 3.2.1 apply to the ground floor of Station A, to allow for maximum preservation. However, any windows or fenestration at the ground floor shall be 75 percent transparent and shall not be obstructed by interior furnishings. Active Use controls shall apply to portions of the building where the existing walls of Station A are not retained and along the Frontage directly fronting Power Station Park.

6.14.7 Above-grade Pedestrian Connection between Station A and Block 11

To facilitate the preservation of Station A, an above-grade pedestrian connection between Station A and Block 11 is permitted at the discretion of the Planning Director provided that the connection:

- Is sculpted and detailed with an architectural expression that sensitively responds to both the Station A walls and the new construction on Blocks 15 and 11;
- Helps create a welcoming and public entrance to Lousiana Paseo and Power Station Park beyond while minimizing shadowing impacts to these open spaces to the greatest extent possible;
- Is set back at least 10 feet from the southern faces of Station A and Block 11, and 20 feet from the northern face of Block 11;
- Is set back at least 5 feet on either side of the uppermost level of the connection so as to appear to be tapered, or otherwise sculpted to appear less bulky, and;
- Is no taller than 30 feet or two stories, whichever is greater.

In addition to pedestrian passage, connections are permitted to contain programming related to the principal or accessory use of Station A and Block 11.

GUIDELINES

6.14.8 Station A Additions

Additions to Station A shall be constructed with high quality materials and finishes per Section 6.8. New additions should be designed to complement and be harmonious with the existing Station A walls. The materials used for new construction shall be differentiated yet compatible with the existing Station A wall materials. Additionally, new additions to Station A can be volumetrically distinct yet should complement the existing walls and/or features. While not incorporated into this D4D and made applicable to the Power Station project, the Retained Elements Guidelines may be a resource: *https://sfplanning.org/project/retained-elements-design-guidelines#info.*

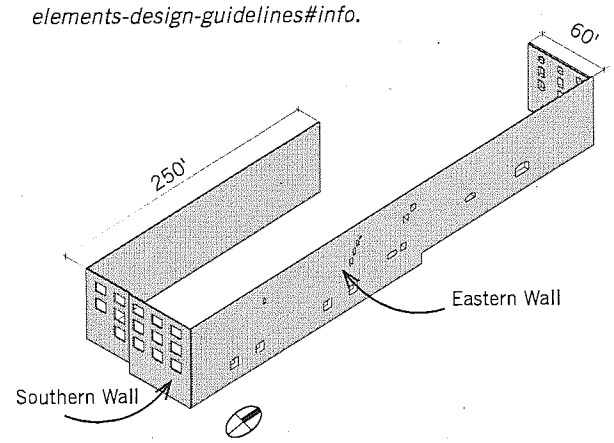


Figure 6.14.1 Station A Retained Features

6.14.9 Station A Train Door

The historic "Station A" train door should be repurposed as an important entry in the building, and considered as part of the building's arrival sequence.

6.14.10 Station A Walls and Vertical Addition Transition

Where a Vertical Hyphen or setback is not utilized to transition between the existing Station A walls and the vertical addition above, a transition shall be employed that provides appropriate distinction between the old and new structures. See the San Francisco *Retained Elements Design Guidelines* for approaches that may be appropriate in this context.

CONSIDERATIONS

6.14.11 Station A Ground Floor

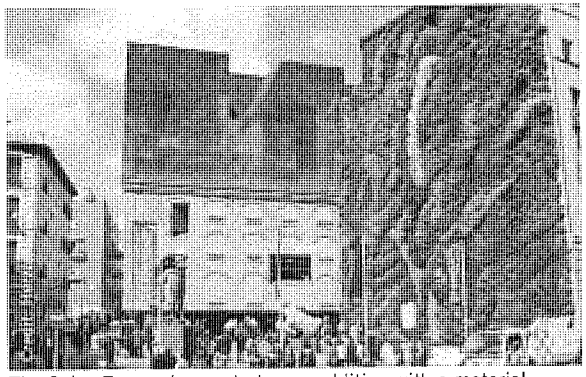
To better activate Louisiana Paseo, consider providing Active Uses for the eastern Frontage directly facing the Paseo.

6.14.12 Relationship to Power Station Park

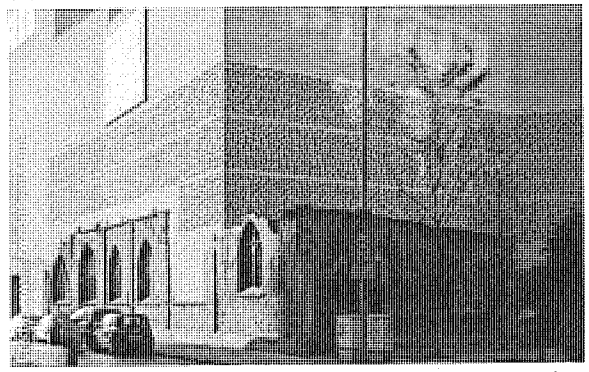
Consider the building's relationship to Power Station Park, and encourage interaction between the building and the park with features such as a publicly accessible atrium or open space.

6.14.13 Historic Penetrations

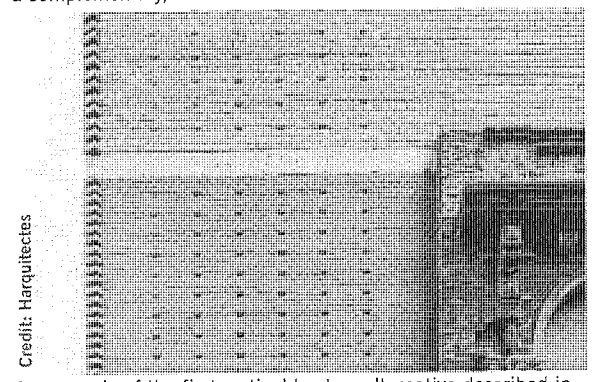
Where projections, entrances, or other architectural features are incorporated on retained historic façades, consider relating the location of such features to the locations on the façade where penetrations historically existed to maximize preservation of the structure and retain character-defining features (see Appendix F).



The Caixa Forum demonstrates an addition with a material contrast.

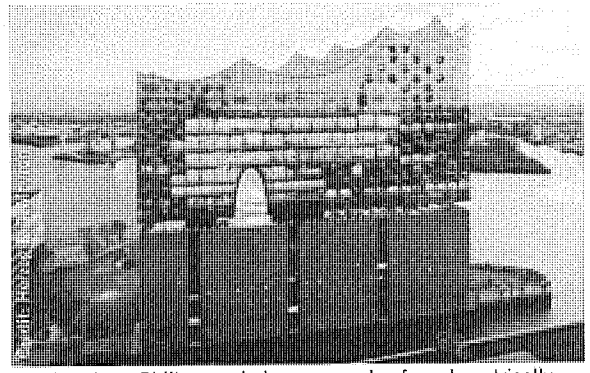


The Kolumba Museum demonstrates material contrast, but with a complementary, harmonious addition.

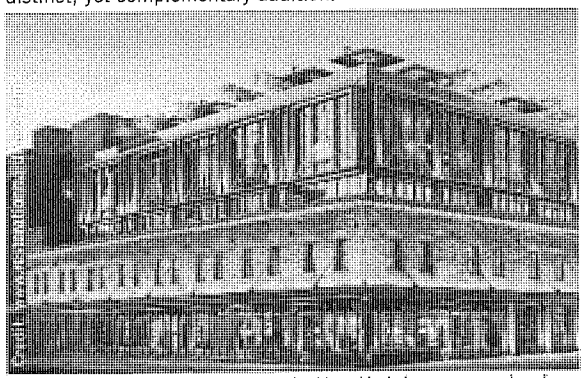


Credit: Harquitectes

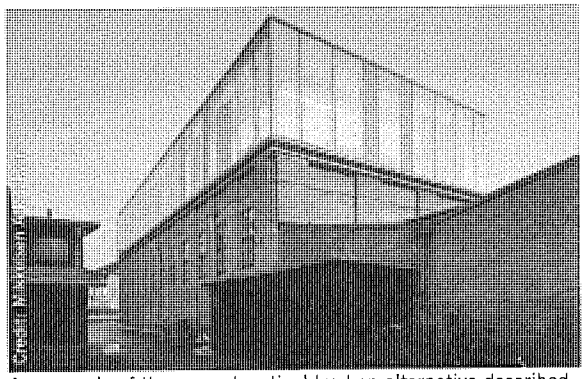
An example of the first vertical hyphen alternative described in Section 6.14.5.



The Hamburg Philharmonic is an example of a volumetrically distinct, yet complementary addition.



The Restoration Hardware store in New York is an example of an addition with harmonious materials.



An example of the second vertical hyphen alternative described in Section 6.14.5.

6.15 Park Frontages

Building frontages facing Power Station Park and Waterfront Open Spaces are opportunities for architecture that will be inviting and create a sense of arrival and interest.

Third Street Industrial District frontage controls will also apply to specific Power Station Park and the Waterfront Open Spaces frontages as indicated in Figure 6.11.1.

STANDARDS

6.15.1 Waterfront Access at Block 9
The design of Block 9 without Unit 3 shall allow for direct pedestrian passage through the building from its entrance facing Delaware Street to its entrance facing Waterfront Park. See Section 6.13.2 for requirements related to the Waterfront Access Corridor at Block 9 with Unit 3 (also known as Turbine Plaza) and Section 6.11.8 for waterfront access guidelines for Block 9 without Unit 3.

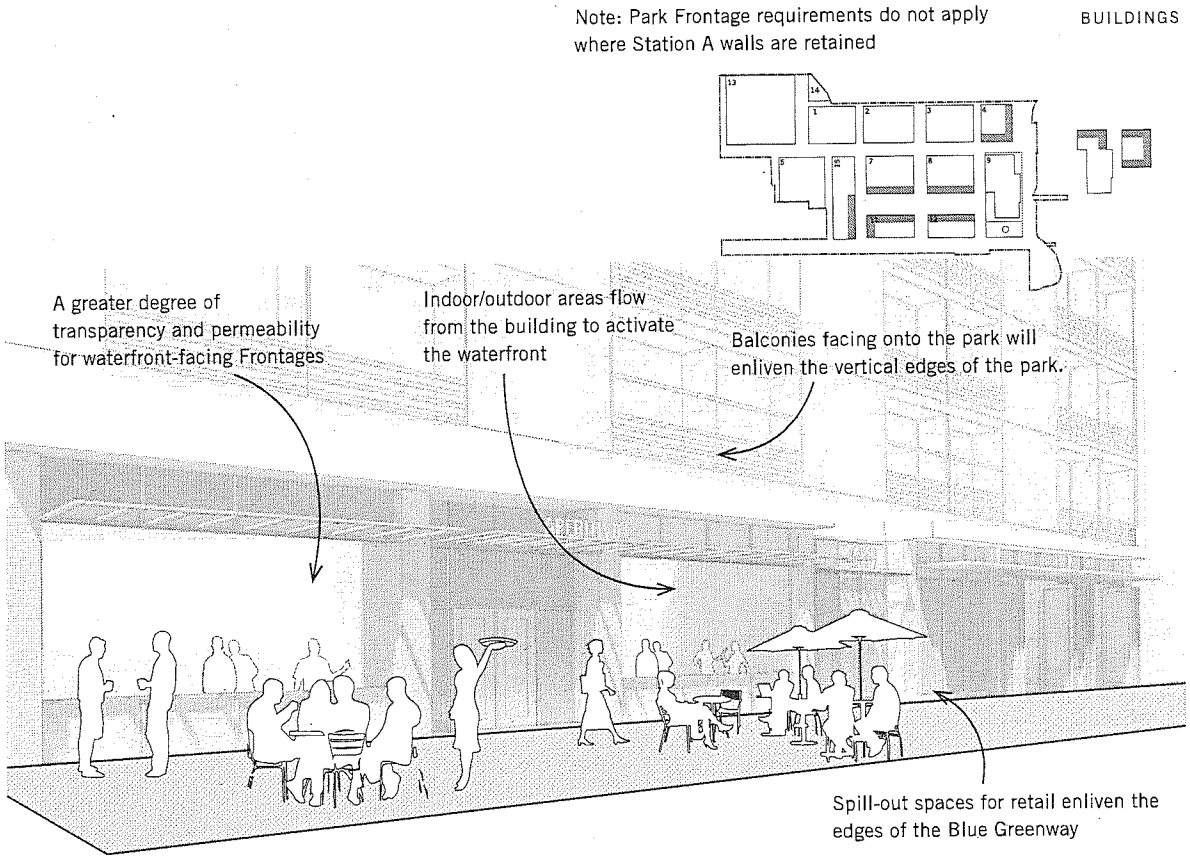


Figure 6.15.1 Park Frontages

CONSIDERATIONS

6.15.2 Permeability
Use of accordion doors, roll up doors, and other ways to increase permeability between indoor and outdoor uses is encouraged.

6.15.3 Historic Shoreline
Buildings may include references to the historic shoreline that runs through the eastern portion of Power Station Park, utilizing shifts in building planes, changes in material, or other interpretive design elements.

6.15.4 Balconies and Terraces
Building frontages facing Power Station Park and Waterfront Open Spaces are an ideal location for generous balconies and terraces, which will enliven the built edge of the waterfront. The design of these frontages may incorporate large overhangs and balconies as an integral part of the design concept.

6.15.5 Pedestrian Passages
Building frontages facing Power Station Park and Waterfront Open Spaces are ideal locations for transparent building atria that form connections through buildings from the Park or Waterfront to surrounding streets.

Façades that can be folded away create a sense of connection between the indoor and the outdoor environment.

This waterfront building uses the structure at the building edge as a way to frame inviting indoor/outdoor spaces.

Larger-scale moves at the ground floor create an emphasis on the public nature of the uses.

This waterfront building frontage is designed to be very permeable with many balconies and an indoor-outdoor ground floor that spills out and activates the adjacent wharf.

6.16 Residential Character

Residential buildings may be characterized by a finer-grained pattern of small-scale stoops and entryways. These intermediate spaces are neither fully private nor fully public, creating a comfortable social interval between a unit and the street. Where stoops are large enough to be occupied, they can provide an opportunity for casual interaction between neighbors and with passersby.

San Francisco's draft *Ground Floor Residential Design Guidelines* may serve as a reference for additional approaches to ground-floor design.

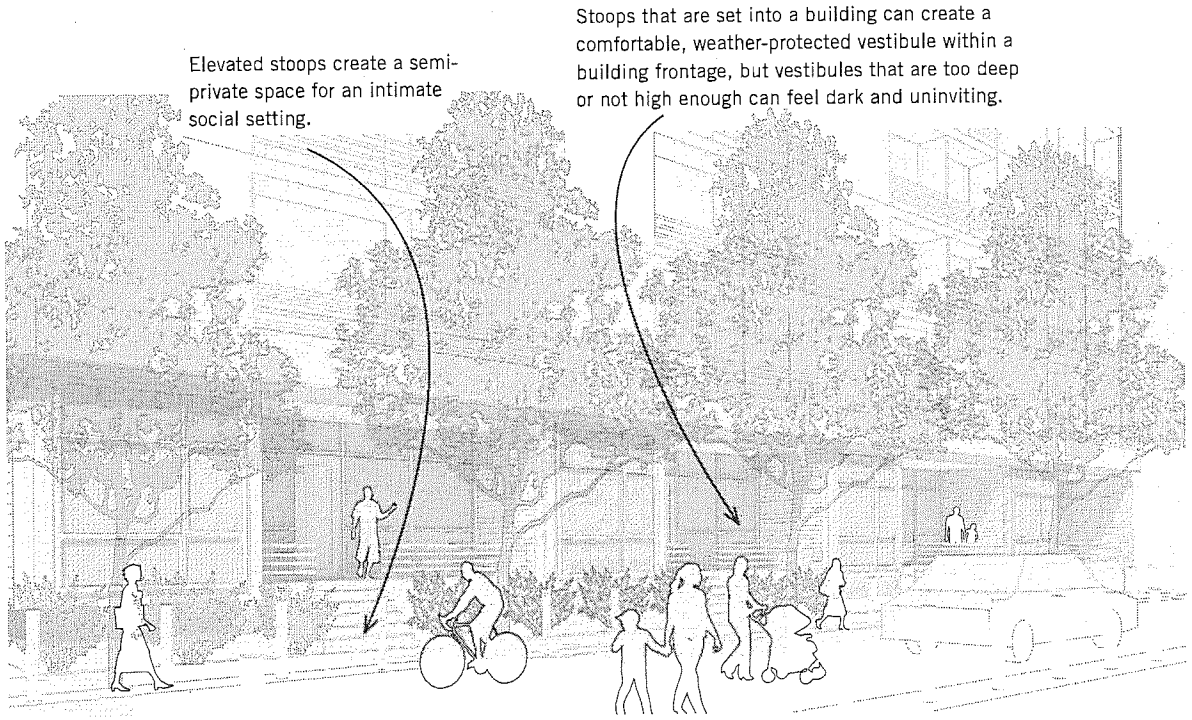


Figure 6.16.1 Residential Character

STANDARDS

6.16.1 Minimum Height of Stoops

Residential stoops that are slightly elevated from the street create a comfortable social distance that lets residents experience greater privacy in their unit. The landing elevation of stoops for residential units shall be between 18 and 48 inches above finished sidewalk grade, unless the building is located on a grade that does not permit stoops to be provided at this elevation without requiring internal ramping or stairs to connect the units to the building's lobby and amenities.

Up to 25 percent of stoops on any given Frontage may deviate from these minimum 18-inch and maximum 48-inch elevation requirements. This requirement shall be superseded by ADA requirements if said ADA requirements do not permit implementation.

6.16.2 Inset Stoops

Stoops that are inset to a building can create a comfortable, weather-protected vestibule within a building Frontage. However, vestibules that are too deep and not high enough can feel dark and uninviting. If a vestibule is provided, the height of the vestibule shall be at least 1.5 times the depth of the inset; for example, a vestibule that is inset 6 feet is required to be at least 9 feet in height.

6.16.3 Stoop Entries

Where stoops are provided, they shall be considered secondary entries, where unit numbers and doorbells are not to be placed. The primary entry must be through an accessible path of travel (such as an interior lobby). Secondary entrances must also have lockable gates, which help identify stoops as secondary entrances; these gates may be low in height.

Shall the Department of Building Inspection permit entrances at stoops to serve as primary entrances and meet all applicable ADA requirements, stoops may be considered primary entrances.

6.16.4 Projection of Stoops

Stoops and planted areas along the face of a building can create a softer edge where residential buildings meet the street. In order to allow for a strong streetwall while also ensuring that stoops have adequate room to enliven sidewalks, stoops are allowed to encroach up to 4 feet into the adjacent sidewalk of a shared street, alley, or open space, as long as a minimum 6-foot continuous Pedestrian Throughway is maintained on sidewalks of open spaces, and a continuous 4-foot Pedestrian Throughway is maintained on Shared Streets and Alleys; and where fire access throughways are maintained (if required).

CONSIDERATIONS

6.16.5 Residential Building Design

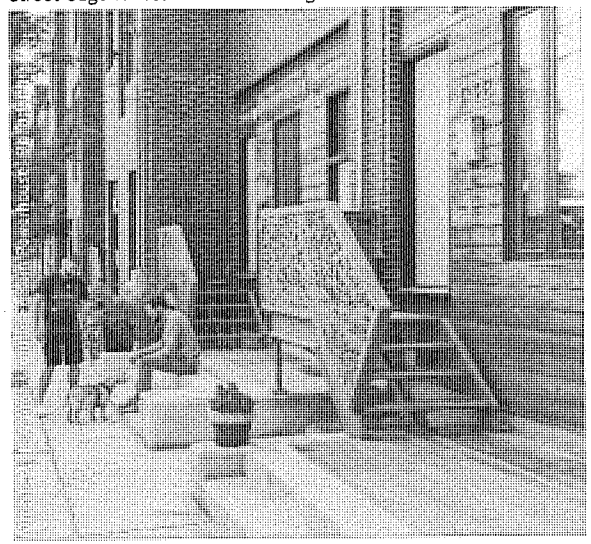
The design of residential buildings should respond to the different characters of the streets that they face. On Major Streets like Georgia Street or Maryland Street, the ground floor can be more urban and vertical in nature, with double-height insets appropriately scaled to these larger streetwalls.

On Minor Streets, such as Louisiana and Delaware streets where the streetwall is lower and lanes are narrower, residential character can be articulated as townhomes or individual units. Frontages here might include bay windows and wood siding, similar to those in other lower-scale neighborhoods in San Francisco.

6.16.6 Planting

The placement of planting between stoops and entryways should be considered on Neighborhood Residential Streets as a way to create a softer building edge and a more residential feel to the streets, as a contrast to the hardscape of Neighborhood Commercial and Mixed-Use Streets (see Figure 5.1.1 for Street Types).

As illustrated in the above image, stoops and planted edges that encroach into the adjacent sidewalk can help create a softer street-edge for residential buildings.



Stoops create a comfortable, intermediate social space between the public realm of the street and the private realm of a residence.

6.17 Active Use Character

Wherever buildings are required to have Active Use frontages and do not have lobbies, dwelling units, PDR, or Retail uses, their ground floors will be characterized by a range of other Active Uses that bring activity and transparency to street edges.

The Active Use designation encompasses a wide variety of uses to allow for flexibility and variety, so long as the requirement for a high degree of transparency is met, to ensure that they will contribute to the life of the streets they face.

At the Power Station, the Active Use designation permits even more flexibility than in other parts of San Francisco, to allow for a greater mix of uses (such as allowing Retail to be mixed with greater amounts of Office or PDR space). By allowing for a greater mix of uses, these frontages can be flexible and supportive of a dynamic ground floor, where manufacturing, sales, and business management can all be accommodated in a smaller footprint.

Where Office and PDR Uses exist alongside Retail, the uses more active in nature, such as the Retail and PDR, will be oriented towards the street to give the street a social edge and create opportunities for the public to interact with these ground-floor uses.

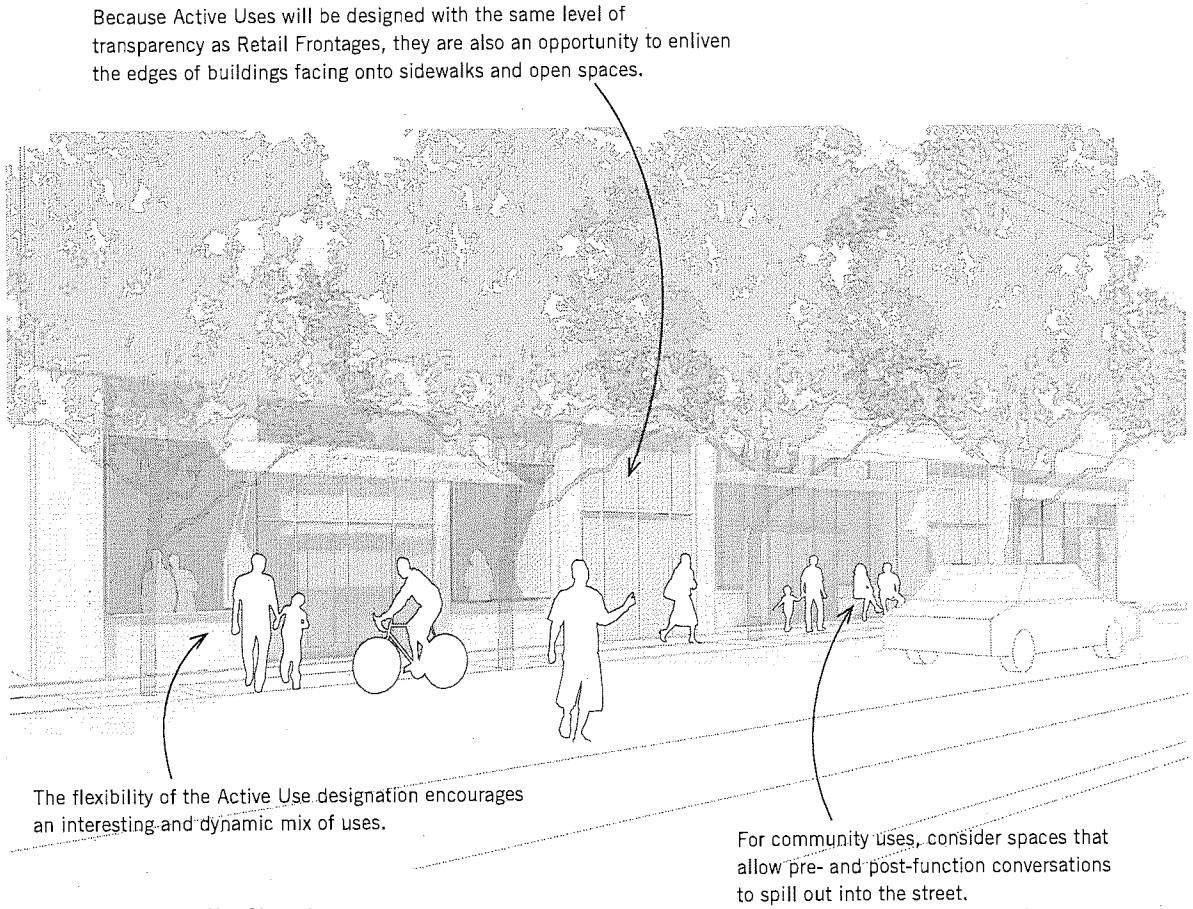
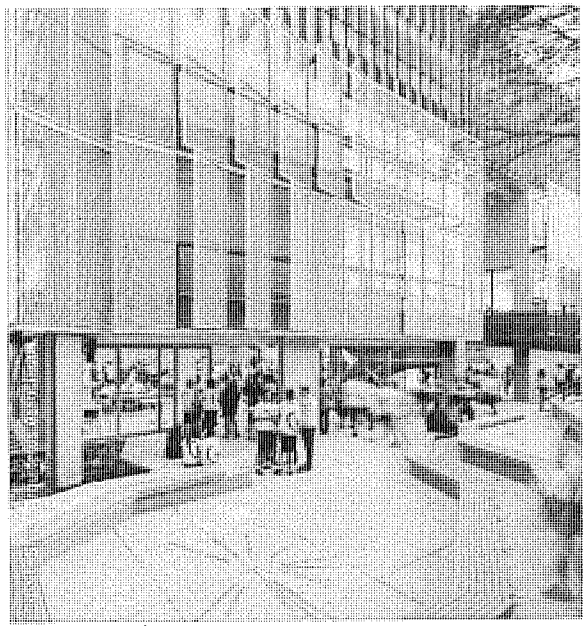
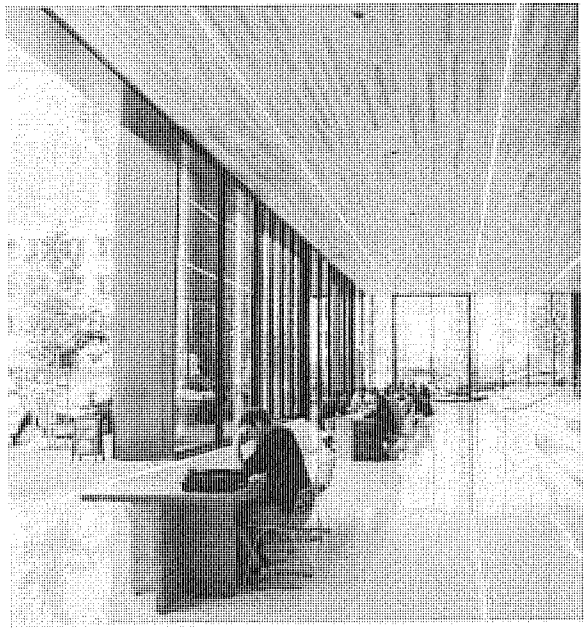


Figure 6.17.1 Active Use Character



Outdoor seating areas and pre- and post-function spaces directly outside of community facilities create spaces for conversations and events to spill out of the building, allowing the community facility to engage and activate the public realm.



Where offices are located in Active Use frontages, Social Spaces should be oriented toward the street, consistent with Standard 3.2.3.

CONSIDERATIONS

6.17.1 Frontages for Wellness and Gathering

Active Use frontages present an opportunity for building amenities that focus on wellness and provide physical spaces for residents and employees to gather as a community in residential and non-residential buildings alike. Examples of well-used spaces that are supportive of wellness and gathering are kitchens, lounges, meeting/dining/game rooms, fitness rooms, and bicycle storage rooms that are well designed and accessible to the street.

6.17.2 Frontages for Community Uses

For community uses in particular, ensure that the design of the outdoor areas in front of these frontages conveys a welcoming character and facilitates opportunities for lingering and social interaction. Consider larger doorways, indoor or outdoor spaces for pre- and post-function conversations, and benches for additional seating.

Building Experience and Operations

A complete neighborhood is a pleasant experience, not only for visitors and passersby, but also for residents and building occupants.

Attention is turned to building performance and operations in this section, where standards and guidelines are provided for human wellness, recycled water, thermal energy, rooftops, and parking for bicycles and vehicles alike.

6.18 Sustainable Buildings and Human Wellness

While the development embraces its industrial past as a power station, it facilitates a sustainable, healthy future through building standards that prioritize human health and wellness and reduce material, water, and energy waste.

The following pages articulate strategies that help reduce greenhouse gas ("GHG") emissions. According to the Intergovernmental Panel on Climate Change, major reductions in greenhouse gas emissions across all sectors are critical to limiting human-induced global warming to 1.5 deg Celsius. The State of California and the City of San Francisco are leaders in climate change mitigation, and the State has set a target for all new construction to be net zero by 2030 in accordance with the Paris Climate Accords target of Net-Zero Cities by 2050. Reducing GHG emissions helps facilitate a sustainable future for the environment while also prioritizing human health and wellness.

New infrastructure at the Potrero Power Station will take advantage of the mix of uses on site, allowing parcels to work together to save water and potentially energy. Certain residential buildings, which generate more graywater and blackwater than they can use, could host water treatment systems to provide recycled water to meet district-wide non-potable water demands for flushing, irrigation, and cooling towers. Commercial and Laboratory buildings could capture the waste heat generated from their cooling processes and use this for heating and/or domestic hot water production in residential buildings. Each of the building types on the site could turn their 'waste' into a resource for district-wide water and energy savings.

The implementation of measures to reduce GHG emissions, including shared thermal energy plants and all electric systems for building heating and hot water production, shall be determined by a number of factors, including future utility rates, building design, and feasibility as determined by the Project Sponsor. These considerations are important to reduce the project's climate change impact and to future-proof the development in anticipation of evolving regulations.

STANDARDS

6.18.1 Building Performance

All buildings are required to achieve a certification of LEEDv4 Gold or better.

6.18.2 Non-Toxic Building Interiors

The use of toxic compounds as identified by the 2016 *California Green Building Code* is prohibited in all buildings.

6.18.3 Non-Potable / Recycled Water

The Potrero Power Station project will pursue one of the following two options for complying with the City's Non-Potable Water Ordinance, which requires non-potable water sources for flushing, irrigation, and cooling towers:

Option 1

Water treatment plants will treat wastewater generated within certain development blocks to San Francisco Health Code Article 12C water quality standards and deliver to all buildings and open space areas within the project site through a new, private, non-potable water distribution system within the public right-of-way. See Figure 6.18.1. (Note that an encroachment permit from the Department of Public Works and an exemption from the Recycled Water Ordinance from the SFPUC would be required under Option 1).

If private water treatment plants are incorporated into the project, the best candidates for wastewater collection and treatment are Blocks 1, 5, 7, and 8 (see Figure 6.18.1); these blocks are planned for residential land use, which generates the largest amount of wastewater on site.

The number of water treatment plants incorporated into the project shall meet the need of project-wide non-potable demands for flushing, irrigation, and cooling towers. If wastewater collection and treatment in the blocks identified above do not meet the project-wide non-potable needs, additional residential buildings shall incorporate water treatment (likely Blocks 9 and 13).

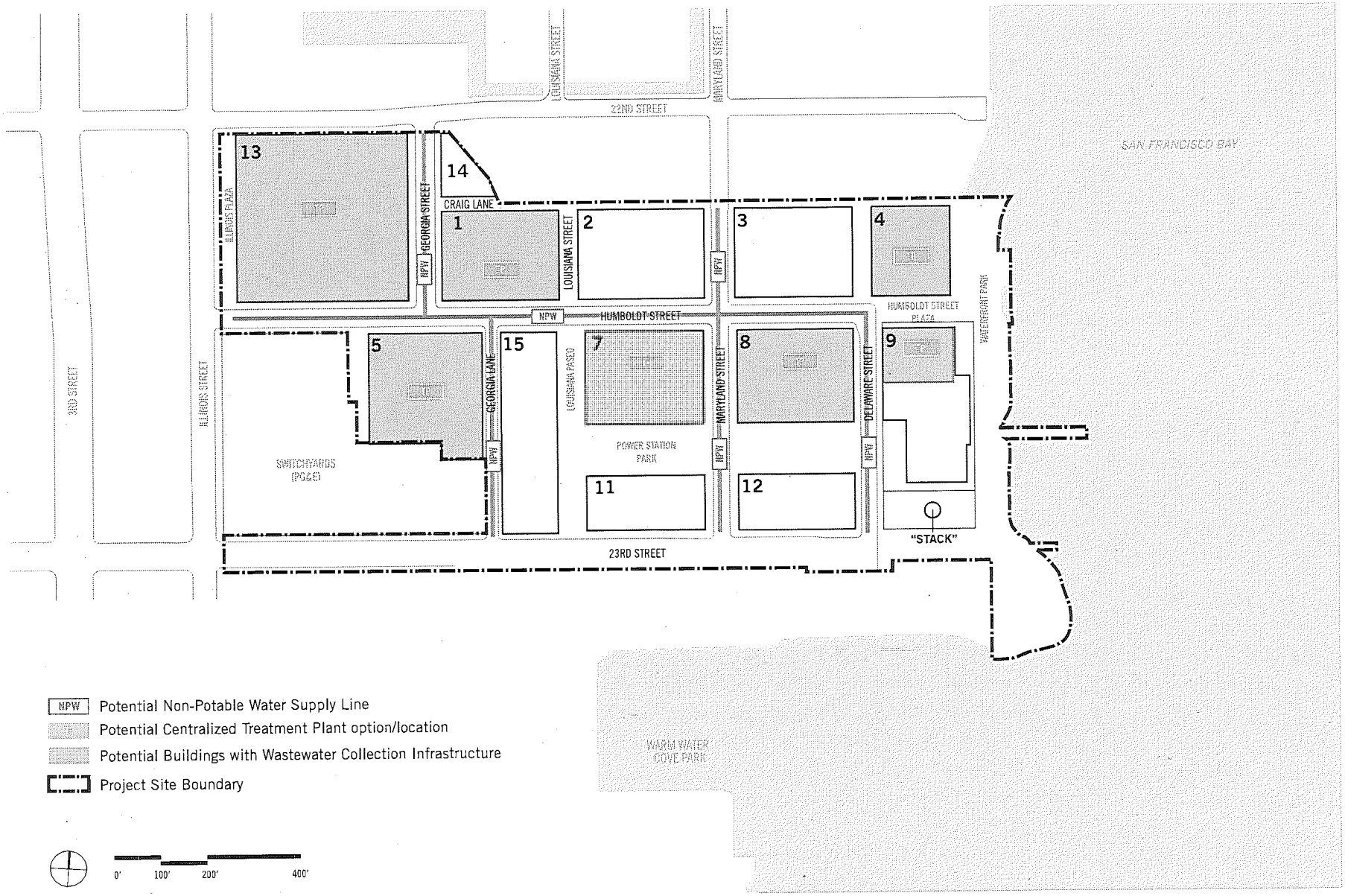
The treatment plants shall treat wastewater to San Francisco's non-potable standard. Pumps required to maintain pressurization in wastewater collection lines and/or non-potable water distribution lines will be provided by the vertical developer as necessary.

Wastewater treatment may also be satisfied by a single centralized treatment plant, which would likely be located on Block 8.

Option 2

In the event that the City constructs a regional recycled water facility that provides recycled water to the project site, the project may connect to this system, delivering recycled water to development parcels through a new, public recycled water distribution system within the public right-of-way. In this case, the Power Station project would not include construction of separate water treatment or non-potable water distribution systems on private parcels.

Figure 6.18.1 Recycled Water Option 1



6.18.4 Materials & Resources

Building material selection shall consider attributes such as embodied carbon, recycled and regional content, and material toxicity. Each building shall earn a minimum of three (3) points total under the following LEED Materials & Resources credits:

- MRc Building Lifecycle Impact Reduction
- MRc Building Product Disclosure & Optimization (BPDO): Environmental Product Declarations (EPD)
- MRc BPDO Sourcing of Raw Materials
- MRc BPDO Material Ingredients

6.18.5 Real Time Transportation Information Displays

In the lobbies of buildings that contain predominantly Office Uses, or those that fall under Land Use Category B pursuant to the "TDM Program Standards" adopted August 4, 2016 and updated June 7, 2018, real-time transportation information shall be provided on displays (e.g., large television screens or computer monitors) in prominent locations (e.g., entry / exit areas, lobbies, elevator bays) to highlight sustainable transportation options and support informed trip-making. At minimum, transportation information displays shall be provided at each major entry / exit. The displays shall include real-time information on sustainable transportation options in the vicinity of the project site, which may include, but are not limited to, transit arrivals and departures for nearby transit routes, walking times to these locations, and the availability of car-share vehicles (within or adjacent to the building), shared bicycles, and shared scooters.

6.18.6 Delivery Support Amenities

Buildings containing predominantly Office and Residential Uses, or those that fall under Land Use Categories B and C pursuant to the "TDM Program Standards" adopted August 4, 2016 and updated June 7, 2018, 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 made by single occupancy vehicles.

6.18.7 Recycled Water

Cooling systems shall use recycled water as a non-potable demand in the SFPUC Water Budget Application District-scale calculator.

CONSIDERATIONS

6.18.8 Shared Thermal Energy Plants

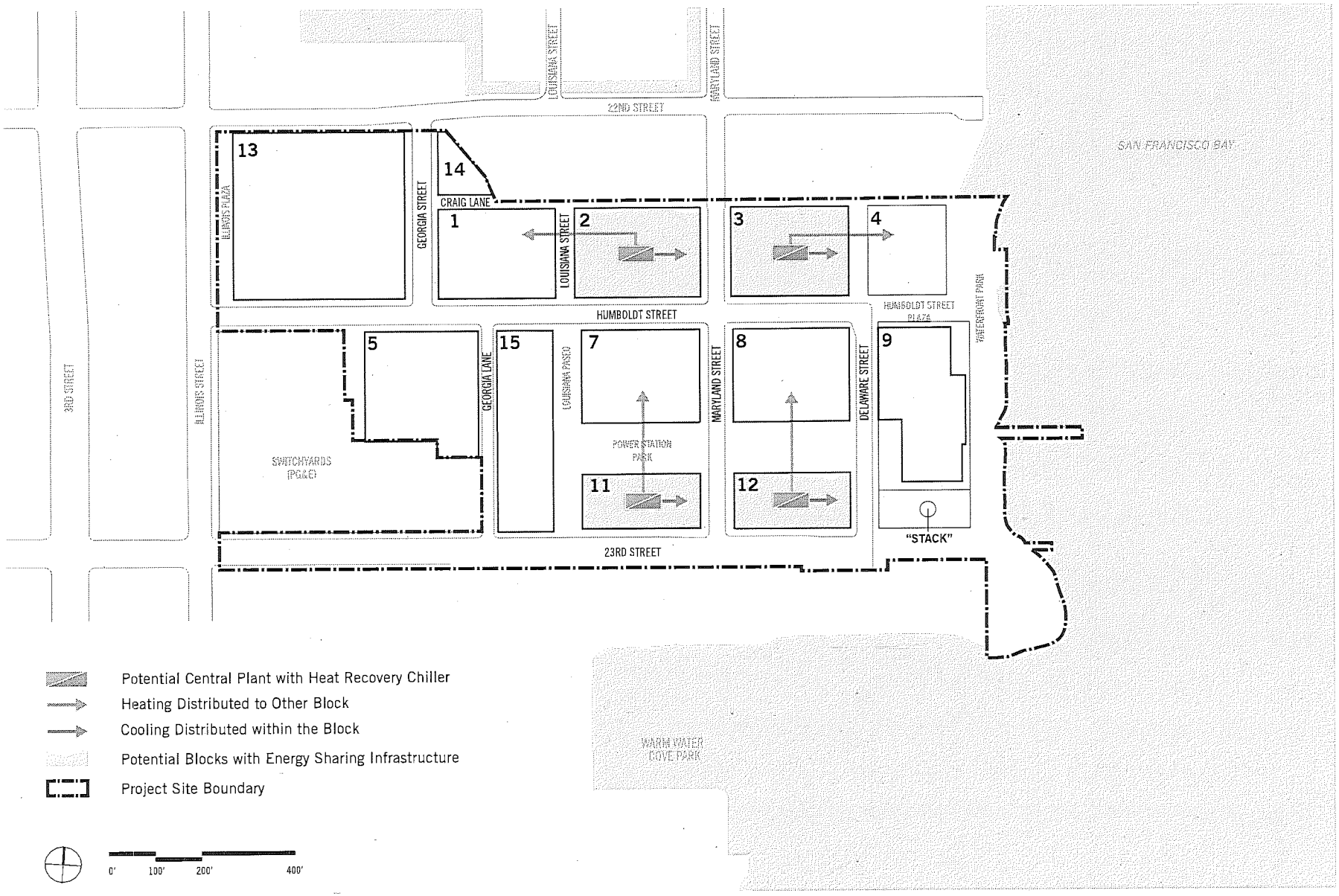
The project may elect to construct shared thermal energy plants within the project site if the Project Sponsor determines that such a system would be feasible. These plants would use shared thermal energy plants within the project site to recover waste heat from commercial buildings for use in space heating and domestic hot water production in residential buildings to reduce the project's overall energy and water demands. A connection would be provided between residential and commercial building pairs when (1) such pairing would result in an energy efficiency benefit, and (2) a connection can be made without crossing a public right-of-way.

Anticipated residential-commercial pairings include Blocks 1 and 2; 3 and 4; 7 and 11; and 8 and 12. See Figure 6.18.2.

Shared thermal energy plant equipment installed in commercial buildings would include heat recovery cooling equipment such as heat recovery chillers to provide excess hot water to the adjacent residential buildings for space heating and domestic hot water production. Residential buildings would install space heating and domestic hot water equipment capable of utilizing the hot water provided by the adjacent commercial building.

In a residential/commercial pairing, if construction of a shared thermal energy plant in the residential building precedes construction of the commercial building, temporary provision of hot water for space heating and domestic hot water would be provided. In the case of this temporary provision, electric or natural gas may be used to produce hot water.

Figure 6.18.2 Thermal Energy System



6.18.9 All-Electric Buildings

Any building in the project may elect to eliminate the use of natural gas to reduce operational GHG emissions and limit on-site combustion. During the design for each building, the feasibility of systems that provide for all-electric space heating, domestic hot water production, and cooking should be explored.

6.18.10 Resilient Energy

Consider providing sufficient renewable energy generation and battery storage to support adequate power supply for up to 72 hours during emergencies and power outages.

6.18.11 Natural Ventilation

The San Francisco climate is particularly well-suited to natural ventilation, with moderate outdoor air temperatures that are typically in a comfortable range. Buildings that are naturally ventilated deliver the co-benefits of fresh air for occupants, reduction in energy needed to condition outdoor air, and greater resilience in the case of energy blackouts. Consider using operable windows and/or HVAC systems that allow for natural ventilation.

6.18.12 Natural Daylight

Passive lighting and access to natural daylight should be used where possible. Access to natural daylight can improve physical energy, performance, and overall human health. Artificial lighting can be one of the largest demands on building energy. By enhancing access to natural daylight, buildings can better serve both occupants and the environment.

6.18.13 Solar Control and Exterior Shading

Façades that are south- or west-facing can be exposed to greater amounts of thermal energy from the sun, causing heat-gain to the building and requiring additional energy for cooling. Consider using passive means of shading these building façades. Examples include use of more solid wall, less glazing, louvers, and eaves.

6.18.14 Active Design

Buildings that are designed to prioritize the use of stairs help support healthy habits and increase the likelihood of chance encounters between building occupants. Where appropriate, feature stairs as the main path of circulation. Locate communal spaces like kitchenettes and lounges near stair landings to draw occupants to the stairs, for convenience and community. Encourage the active use of rooftops and the construction of spaces that support the recreational use of rooftops.

6.18.15 Biophilic Design

Research suggests that humans possess an innate tendency to seek connections with nature. Since most people spend 90 percent of their time indoors, biophilic design -- such as incorporating greenery, green spaces, or views to such spaces when indoors -- helps satisfy our desire to affiliate with nature in buildings. Biophilic design can serve as an amenity that also contributes positive health benefits. Where possible, provide access to landscaped roof gardens and/or balconies. In the design of these spaces, consider creating microclimates that are supportive of planting, with protection from wind and adequate sun for planting to thrive.

6.18.16 Building Amenities for Wellness

Building amenities that address wellness can be appealing for residents, visitors, and employees. Examples of amenities that support wellness in residential or commercial buildings are:

- Fitness rooms that are close to and visible from an outdoor space, so that people have the choice of incorporating outdoor exercise;
- Collaborative or conference spaces that can also accommodate informal fitness classes, meditation groups, or other fitness-related activities;
- In residential buildings, wellness facilities such as steam rooms, saunas, and jacuzzis;
- Rooftop open spaces and enclosed space related to the recreational use of the roof.

6.18.17 Family-Friendly Design

Buildings should consider amenities that address the needs of families, such as lobbies with storage for strollers, shopping carts, and convenient car seat storage for families that do not own cars.

6.18.18 Pet-Friendly Design

Residential buildings should consider dogs and their owners in the design of amenities. Dog runs, pet wash facilities, and pet relief areas should be considered and incorporated into building programming where possible.

6.18.19 Climate Resilience

Buildings should consider design strategies to maintain thermally comfortable interior conditions in the event of a power failure in current and future climates. Buildings should comply with Article 38 of the Public Health Code as required to support high indoor air quality during times of poor outdoor air quality.

6.18.20 Real Time Transportation Information Displays

Consider providing real time transportation information displays per Section 6.18.5 in prominent locations of buildings that fall under "TDM Program Standards" Land Use Categories A, C, and/or D, in addition to those required for Land Use Category B.

6.18.21 Renewable Energy

Evaluate the feasibility of meeting 100% of building energy demands with greenhouse gas free or renewable electricity through a combination of on-site renewable energy generation and green power purchase.

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6.19 Building Rooftops

The project roofscape should be designed to balance renewable energy generation and Living Roof coverage. In addition to providing such benefits as stormwater management and biodiversity, Living Roofs, as defined below, can also enhance Usable Open Spaces located on the roof. Refer to Table 6.19.1 and Figure 6.19.1 for the preferred approach to renewable energy and Living Roof location for each block.

STANDARDS

6.19.1 Better Roofs

All building rooftops shall comply with the *San Francisco Green Building Code* section on Renewable Energy and Better Roofs. With Planning Department approval, the project may demonstrate compliance with the Better Roof requirements, including the Living Roof Alternative, as provided in Planning Code Section 149, *Better Roofs: Living Roof Alternative Ordinance*.

A "Living Roof" is defined as the media for growing plants, as well as the set of related components, installed exterior to a facility's roofing membrane. Living Roofs include both "roof gardens" and "landscaped roofs" as defined in Planning Code Section 149. To comply with Planning Code Section 149, Living Roofs must function as stormwater management and be approved by SFPUC.

The *Better Roofs: Living Roof Alternative Ordinance* allows for the project to meet the Better Roofs requirements across multiple buildings as a collective system (rather than on a building-by-building basis), in order to allow for a comprehensive approach to the district roof-scape, and to create meaningful greening through habitat-supportive planting and stormwater management. Living Roofs will be most effective on rooftops that are visible from taller buildings, and/or rooftops where a Living Roof can contribute to meeting building stormwater management requirements. Buildings within the combined sewer watershed must provide a Living Roof at no less than the percentages listed in Table 6.19.1 to meet SFPUC stormwater management requirements.

See Table 6.19.1 and Figure 6.19.1 for recommendations for where to locate solar energy or heating systems versus Living Roofs.

6.19.2 Living Roof Non-Potable Irrigation

Plant palettes selected for Living Roofs shall accommodate the site-wide requirement that all irrigation must use non-potable water.

CONSIDERATIONS

6.19.3 Photovoltaic Panels

Portions of the roof area with direct solar access should be considered for solar energy or heating systems (including PV panels). Wherever possible, mount solar energy or heating systems over mechanical equipment, on structures over Living Roofs, or structures used for human shading. Where solar energy systems are combined with Living Roof area, incorporate shade tolerant species beneath solar energy systems. The Living Roof can cool the area beneath the solar panels and increase panel efficiency while solar panels can direct rainwater towards vegetation.

6.19.4 Living Roof Permanent Irrigation

Consider subsurface irrigation and weather or moisture-based controllers for permanent irrigation systems.

6.19.5 Living Roof Pollinator Habitat

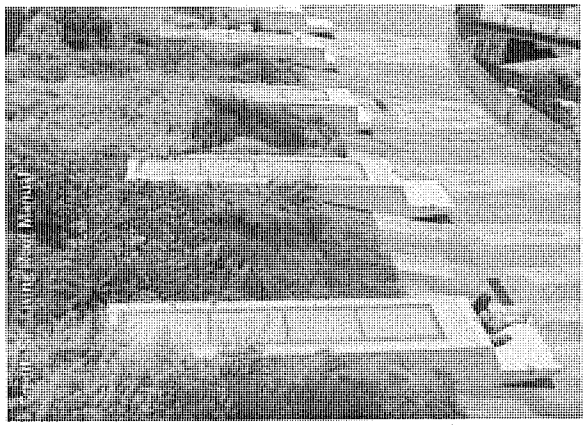
Where possible, design Living Roofs to support pollinator habitat with native plants comprising at least 50 percent of the selection. Select brightly colored, native plants that flower across at least three seasons. Provide a diversity of plant types and prioritize lower rooftops as location for Living Roof.

6.19.6 Living Roof Uses

Consider additional uses for Living Roofs, such as community or private gardens to support urban agriculture or meaningful pollinator habitat.

6.19.7 Rainwater Harvesting

Consider rainwater harvesting and reuse of stormwater runoff from roof areas as a source of non-potable water.



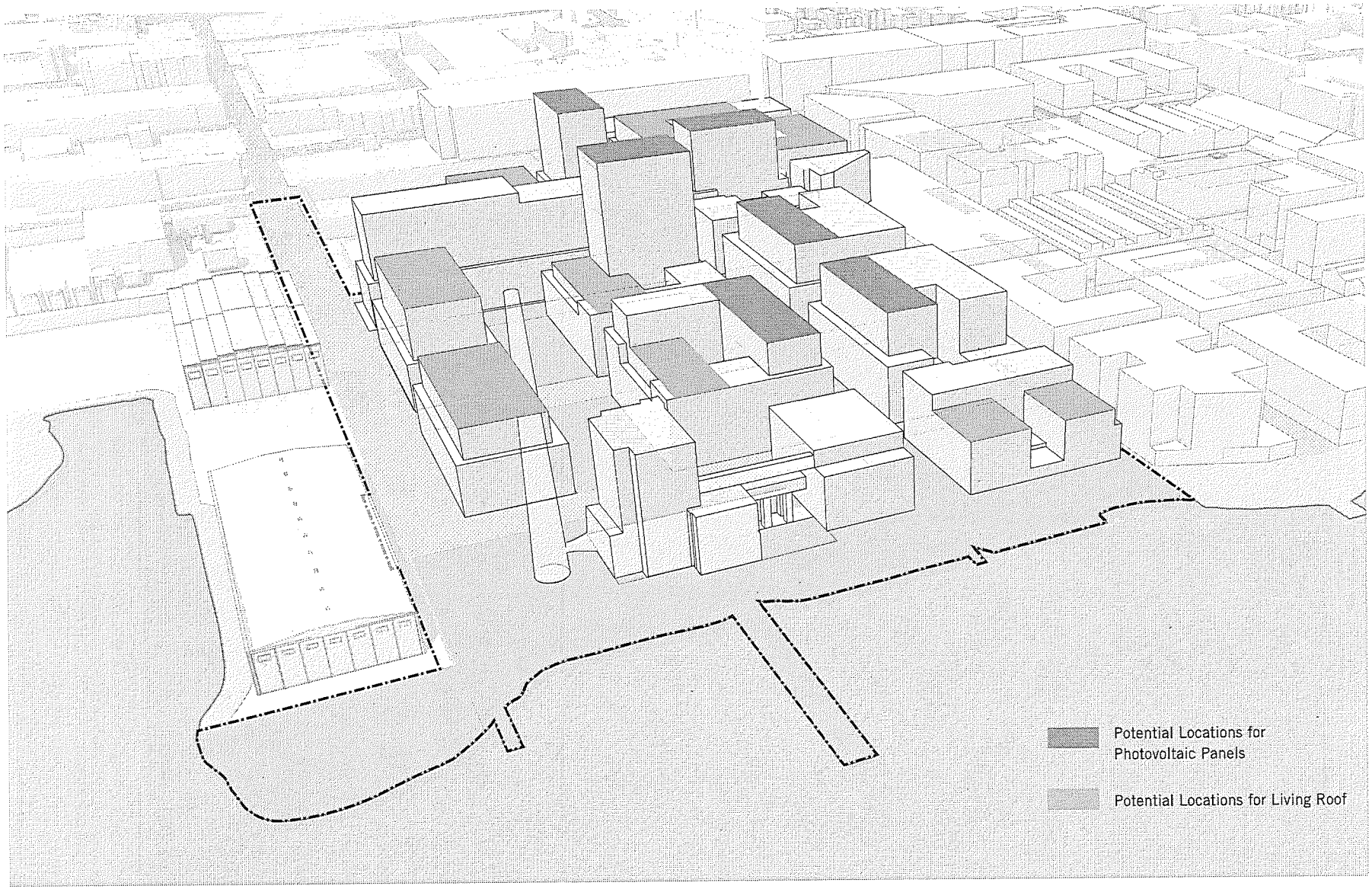
A green roof with native plantings for a pollinator habitat. Image from the *Living Roof Manual*, a valuable resource for green roof design and planting.

Table 6.19.1 Better Roofs Recommendations

BLOCK NUMBER	RECOMMENDED APPROACH TO BETTER ROOFS STANDARDS
Block 1	30 percent Living Roof located on the Base
Block 2	15 percent photovoltaics
Block 3	15 percent photovoltaics
Block 4	30 percent Living Roof
Block 5*^	15 percent photovoltaics located on the Base
Block 15^	Dependent on design
Block 7*	15 percent photovoltaics located on the Base
Block 8	30 percent of the Base for Living Roof and 15 percent of the Upper Building for photovoltaics
Block 9	Dependent on design
Block 11	30 percent Living Roof
Block 12	30 percent Living Roof
Block 13^	30 percent Living Roof
Block 14	30 percent Living Roof
The Stack	N/A

Notes:
All percentages in the above table reference the percent of roof space defined as the minimum solar zone area and calculated per *Title 24, Part 6, Section 110.10(b)*
*Remaining percentage of roof area required to meet Better Roofs can include any combination of Living Roof or photovoltaics on the Upper Building or Base, provided that the building complies with the standards listed above.
^All percentages reflect minimum roof areas, however, Living Roof percentages on Blocks 5, 15, and 13, in particular, may exceed 30 percent to address stormwater management requirements pursuant to the SFPUC Stormwater Management Ordinance (SMO).

Figure 6.19.1 Conceptual Better Roof Design



6.20 Off-Street Parking and Loading

STANDARDS

6.20.1 Building Address

The address of a building serves as the main drop-off point for vehicles and the location to which emergency vehicles are called. Building addresses shall be located in proximity to vehicle drop-off areas and fire stand-pipes.

6.20.2 Off-Street Parking

Parking is permitted on all blocks as an accessory use. With the exception of the above-grade District Parking Garage, parking at the ground level shall be wrapped with Active Uses for the first 25 feet of building depth at the ground level of Active Use, PDR and Priority Retail Frontages, and with Active Lane Uses on Active Lane Frontages. Parking above the ground level shall be wrapped with any principally permitted use for the first 15 feet of building depth.

Accessory parking is permitted up to the following maximum ratios and may be provided on a different parcel than the principal use:

- 0.6 cars parked per dwelling unit;
- 1 car parked per 1,500 square feet of Occupied Floor Area of Non-Retail Sales and Services, Industrial, PDR, Laboratory, or Life Science Uses;
- 3 cars parked per 1,000 square feet of Occupied Floor Area of Grocery Store; and
- 1 car parked per 16 hotel guest bedrooms plus 1 car parked for a hotel manager.

Parking for uses not listed above is not permitted. Each of the above cars parked may be accommodated in an independently accessible parking space.

Below-grade parking is permitted where off-street parking is allowed. While below-grade parking shall not extend beneath public rights-of-way, it may extend beneath privately-owned open spaces, Shared Streets at Delaware and Louisiana Streets, as well as Craig Lane, which are private streets. See Section 4.12.

6.20.3 Electric Vehicle Charging

All off-street passenger vehicle parking spaces shall provide an electrical power source capable of supporting future Electric Vehicle Supply Equipment ("EVSE").

At least 25 percent of off-street passenger vehicle parking spaces in Residential buildings shall be equipped with EVSE.

6.20.4 Car Share

Buildings shall provide dedicated car share parking as required by Planning Code Section 166. See Table 6.20.1 for requirements as of adoption of this D4D. A project applicant may request and the Planning Director may grant a reduction in the required car share parking as a Minor Modification per the SUD.

6.20.5 Parking and Loading Entrances

Building entrances for parking garage and loading dock access are allowed only on those Frontages indicated in Figure 6.20.1.

With exceptions as noted in this section, no more than 22 feet of any given Frontage of a new or altered structure facing a street shall be devoted to parking and loading ingress or egress. Entrances to off-street parking shall be located at least 30 feet from any lot Corner at the intersection of two public rights-of-way, unless such location is infeasible given requirements imposed by the Department of Public Works or the San Francisco Fire Department during the Street Improvement Permit process.

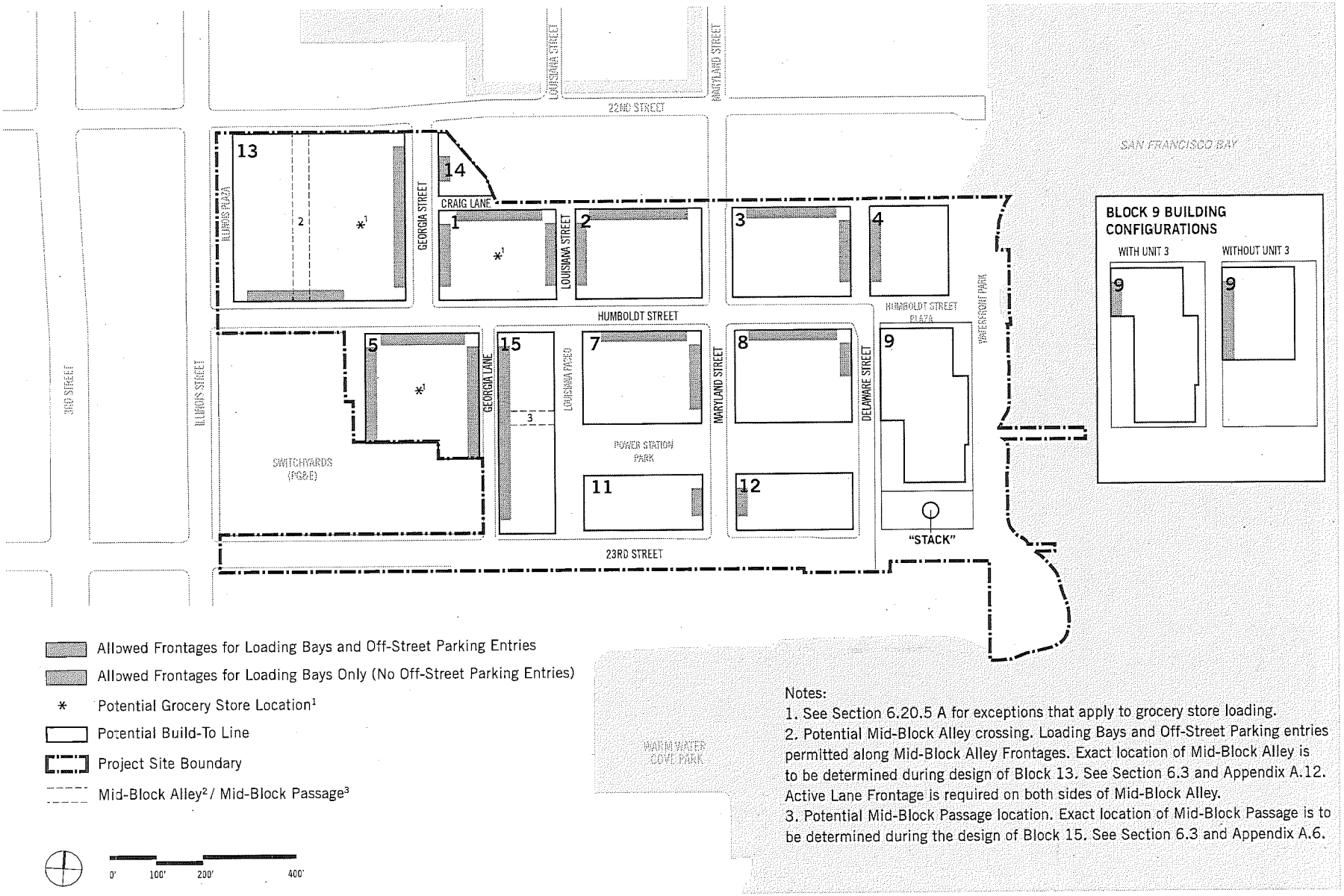
Table 6.20.1 Required Car-Share Parking Spaces

NUMBER OF RESIDENTIAL UNITS	NUMBER OF REQUIRED CAR-SHARE PARKING SPACES
0 - 49	0
50 - 200	1
201 or more	2, plus 1 for every 200 dwelling units over 200
NUMBER OF PARKING SPACES PROVIDED FOR NON-RESIDENTIAL USES OR IN A NON-ACCESSORY PARKING FACILITY	**NUMBER OF REQUIRED CAR-SHARE PARKING SPACES**
0 - 24	0
25 - 49	1
50 or more	1, plus 1 for every 50 parking spaces over 50

Source: *Planning Code Section 166, Table 166.*

Building openings and curb cuts dedicated to parking and loading access shall be minimized. Entrances for off-street parking and off-street loading shall be combined where possible. The placement of parking and loading entrances shall minimize interference with street-fronting Active Uses and with the movement of pedestrians, cyclists, public transit, and vehicles. Off-street parking and loading entrances shall be located to minimize the loss of on-street parking and loading spaces.

Figure 6.20.1 Off-Street Parking and Loading Frontages



Notes:
1. See Section 6.20.5 A for exceptions that apply to grocery store loading.
2. Potential Mid-Block Alley crossing. Loading Bays and Off-Street Parking entries permitted along Mid-Block Alley Frontages. Exact location of Mid-Block Alley is to be determined during design of Block 13. See Section 6.3 and Appendix A.12. Active Lane Frontage is required on both sides of Mid-Block Alley.
3. Potential Mid-Block Passage location. Exact location of Mid-Block Passage is to be determined during the design of Block 15. See Section 6.3 and Appendix A.6.

Exceptions

A) If a grocery store is provided, the following exceptions apply to the building containing such grocery store:

- A loading bay may be located at the building Corner, as long as: 1) it is designed to minimize visibility of loading activities from the street; and 2) the Corner of the building is given an equivalent level and quality of design as a typical corner of a building;
- Separate loading dock and parking garage entries may be provided such that the loading dock entry may be no more than 35 feet in width and the parking garage entry may be no more than 22 feet in width;
- To accommodate turning movements of a WB-67 truck, driveways into loading docks may be up to 50 feet in width on Block 1 and 13, or up to 53 feet in width on Block 5.

B) On Craig Lane, to accommodate turning movements of an SU-30 truck, loading dock entries up to 25 feet and driveways not to exceed 40 feet in width are permitted.

C) On Georgia Lane, to allow for aerial fire truck access, a driveway entry up to 37 feet wide for access into Block 5 is permitted.

6.20.6 On- or Off-Street Loading

Freight loading shall be provided per buiding as required by Planning Code Section 154. See Table 6.20.2 for requirements as of adoption of this D4D. A project applicant may request and the Planning Director may grant a reduction in the required freight loading as a Minor Modification per the SUD.

Table 6.20.2 Freight Loading Requirements

LAND USE	SQUARE FEET	NUMBER OF FREIGHT LOADING SPACES
Retail Sales and Services, Except as Listed Below	0 - 10,000	0
	10,001 - 30,000	1
	30,001 - 50,000	2
	over 50,000	1 space per 25,000 square feet of occupied floor area
PDR, Industrial	0 - 10,000	0
	10,001 - 50,000	1
	over 50,000	0.21 spaces per 10,000 square feet of occupied floor area
Hotel, Residential, Office	0 - 100,000	0
	100,001 - 200,000	1
	200,001 - 500,000	2
	over 500,000	3, plus 1 space for each additional 400,000 square feet of occupied floor area

Source: *Planning Code Section 152.1, Table 152.1.*

Freight loading may be accommodated off-street or within the permitted on-street loading or parking zones depicted in Figure 5.9.1 Curb Management. Off-street parking and loading are also permitted within building Frontages of the Block 13 Mid-Block Alley. On-street loading may require time-management of deliveries and may need to occur in on-street parking stalls as managed by the adjacent building manager or the Master Association.

At least one off-street loading space shall have a minimum width of 10 feet, a minimum length of 25 feet, and a minimum vertical clearance, including entry and exit, of 12 feet. Two service-vehicle spaces for each required off-street freight loading space may be made, provided that at least one required off-street freight loading space is provided per building.

Each substituted service-vehicle space shall have a minimum width of 8 feet, a minimum length of 20 feet, and a minimum vertical clearance of 7 feet.

To minimize the potential for sleep disturbance at any potential adjacent residential uses, for Blocks 2 and 3, exterior facilities such as loading areas / docks and trash enclosures associated with any non-residential uses along Craig Lane, shall be located on sides of buildings facing away from existing or planned Residential or Child Care uses, if feasible. If infeasible, these types of facilities associated with non-residential uses along Craig Lane shall be enclosed.

If residential uses exist or are planned on Craig Lane, on-street loading activities on Craig Lane shall occur between the hours of 7:00 a.m. and 8:00 p.m. on weekdays, and 9:00 a.m. to 8:00 p.m. on Saturdays, Sundays, and federal holidays. Off-street loading outside of these hours shall only be permitted only if such loading occurs entirely within enclosed buildings.

CONSIDERATIONS

6.20.7 Electric Stations

Consider providing electric vehicular, bicycle and/or scooter charging stations on- or off-street to accommodate multiple modes of transportation. If charging stations are provided on-street and within the public right-of-way, the location and installation of charging stations must be coordinated with SFMTA.

6.20.8 Reduced Parking Ratios

Consider reducing permitted parking ratios to reduce parking provided if mobility options increase and demand for parking decreases or as Transportation Demand Management (TDM) helps accomplish driving reduction goals.

6.21 Bicycle Parking

Bicycle parking is divided into two different classes of parking spaces. Class I spaces are located in secure, weather-protected facilities, intended for use as long-term, overnight, and work-day bicycle storage by dwelling-unit residents, non-residential occupants, and employees. Class II spaces are located in a publicly accessible, highly visible location, intended for transient or short-term use by visitors, guests, and patrons to the building or use.

Bicycle parking spaces are generally in the form of lockers or racks. Bicycle lockers can be used to satisfy the requirements for Class I bicycle parking, and bicycle racks can be used to satisfy Class II bicycle parking. Bicycle racks located in a locked area or attended facility can also satisfy the requirements of Class I bicycle parking.

STANDARDS

6.21.1 Bicycle Parking Ratios

Class I and Class II bicycle parking spaces shall be provided as required by Planning Code Section 155. See Table 6.21.2 for requirements as of adoption of this D4D. A project applicant may request and the Planning Director may grant a reduction in the required bicycle parking spaces as a Minor Modification per the SUD.

6.21.2 Design Standards for Class I Spaces

Class I spaces shall protect the entire bicycle, its components and accessories against theft and inclement weather, including wind-driven rain. Acceptable forms of Class I spaces include:

- Individual Lockers
- Attended Facilities
- Monitored Parking
- Restricted Access Parking
- Bicycle Cages / Rooms
- Stacked Parking

Stacked Parking spaces may be used to satisfy Class I required spaces. However, Class I spaces shall not require manually lifting the entire bicycle more than 3 inches to be placed in the space, except for Vertical Bicycle Parking.

Doors accessing bicycle parking facilities shall have mechanical openers for ease of access.

Any spaces provided for oversized bicycles, such as cargos or long tails, shall be sufficiently sized.

6.21.3 Location Standards for Class I Spaces:

Class I spaces shall be located with direct access for bicycles without requiring the use of stairs. The location of such spaces shall allow bicycle users to ride to the entrance of the space or the entrance of the lobby leading to the space. The design shall provide safe and convenient access to and from bicycle parking facilities. Safe and convenient means of access include, but are not limited to, ramps and wide hallways as described below. Escalators and stairs are not considered safe and convenient means of ingress and egress and shall not be used. Use of elevators to access bicycle parking spaces shall be minimized for all uses and, if necessary, shall follow the requirements below. Class I bicycle parking spaces shall be located in one of the following:

A) On the ground floor within 100 feet of the primary entrance to the lobby there shall be either (i) convenient separate access to and from the street to the bicycle parking space, and another entrance from the bicycle parking space to the lobby area, or (ii) a minimum 4-foot wide hallway or lobby space that leads to the bicycle parking area entrance, where direct access to bicycle parking area from the street does not exist. Such access route may include up to two limited constriction points, such as doorways, provided that these constrictions are no narrower than 3 feet wide and extend for no more than 1 foot of distance. If constriction points are doorways, mechanical openers will be provided for ease of access.

B) In the off-street automobile parking area, where lot configurations or other limitations do not allow all bicycle parking spaces to be located near the lobby as described in subsection (A) above, bicycle parking spaces shall be located on the first level of automobile parking, either above- or below-grade near elevators or other pedestrian entrances to the building. The access to Class I bike parking shall be safe from auto circulation, if in a garage (grade, sightlines/visibility, etc.). For example, bike routes within parking structures must have painted sharrows or lanes leading from the parking entry to the bike parking.

C) Where the two options in (A) and (B) above will not be possible due to an absence of automobile parking or other unique limitations, ramps or elevators shall be provided to access the bicycle parking space, and the bicycle parking spaces shall be near the elevators or other entrance to the parking area. At least one designated access route meeting the dimensional

requirements described in (A) above shall connect a primary building entrance to the bicycle parking facility. For non-residential uses, any elevator necessary to access bicycle parking facilities larger than 50 spaces shall have clear passenger cab dimensions of at least 70 square feet and shall not be less than 7 feet in any dimension.

6.21.4 Design Standards for Class II Spaces

Class II spaces shall meet the following design standards:

A) Bicycle racks shall permit the locking of the bicycle frame and one wheel to the rack with a U-lock without removal of the wheel, and shall support the bicycle in a stable, upright position without damage to wheels, frame or components. Class II spaces are encouraged, but not required, to include weather protection, as feasible and appropriate.

B) The surface of bicycle parking spaces need not be paved but shall be finished to avoid mud and dust.

C) All bicycle racks shall be securely anchored to the ground or building structure, with tamper-resistant hardware.

D) Bicycle parking spaces may not interfere with pedestrian circulation.

E) All bicycle racks within the public right-of-way shall comply with SFMTA bicycle parking standards; non-standard spaces or equipment shall be subject to SFMTA review and approval.

Table 6.21.1 Bicycle Parking Minimum Ratios

LAND USE	CLASS I CODE REQUIREMENTS	CLASS II CODE REQUIREMENTS
Residential	One Class I space per dwelling unit. For buildings containing more than 100 Dwelling Units, 100 Class I spaces plus one Class I space for every four Dwelling Units over 100	One Class II bicycle parking space per 20 units
Office	One Class I space per 5,000 square feet	Two Class II spaces, plus one space per 50,000 square feet in excess of 5,000 square feet
Laboratory (Uses Industrial Requirements)	One Class I space per 12,000 square feet	Minimum of two Class II spaces; four spaces for any use larger than 50,000 square feet
Retail	One Class I space per 7,500 square feet	Two Class II spaces, plus one space per 2,500 square feet up to 50,000 square feet (additional guidelines for larger or personal services retail types)
Hotel	One Class I space per 30 rooms	One Class II space per 30 rooms, plus one Class II space per 5,000 square feet of conference space
PDR (Uses Industrial Requirements)	One Class I space per 12,000 square feet	Minimum of two Class II spaces; four spaces for any use larger than 50,000 square feet
Garage	--	One Class II space per 20 car spaces
Community Facility	Two Class I spaces, plus one space per 5,000 square feet in excess of 10,000 square feet	Two Class II spaces, plus one space per 2,500 square feet in excess of 5,000 square feet
Restaurant	One Class I space per 7,500 square feet	Two Class II spaces, plus one space per 750 square feet in excess of 1,500 square feet

Source: *San Francisco Planning Code Section 155, Table 155.2*

6.21.5 Location Standards for Class II Spaces

Class II spaces shall be located, as feasible, near all main pedestrian entries to which they are accessory and shall not be located in or immediately adjacent to service, trash, or loading areas.

All uses may locate Class II bicycle parking in a public right-of-way, such as in a sidewalk furnishing zone or in place of an on-street vehicle parking space. If existing Class II bicycle parking in the required quantities already exists in a public right-of-way immediately fronting the subject lot, and such spaces are not satisfying bicycle parking requirements for another use, such parking shall be deemed to meet the Class II requirement for that use. Parking meters, poles, signs, or other street furniture shall not be used to satisfy Class II bicycle parking requirements, unless other public agencies have specifically designed and designated these structures for the parking of a bicycle.

If located within a public right-of-way (refer to Figure 5.4.1), the location of bicycle racks shall follow requirements outlined in *SFMTA Bike Parking: Standards, Guidelines and Recommendations*, and as outlined below:

- Prior to issuance of the first architectural addenda, the Project Sponsor must coordinate installation of on-street bicycle racks with the SFMTA Bike Parking Program;
- Class II bicycle parking shall be located within 100 feet from the primary entrance of a building.

Non-residential uses other than non-accessory garages and parking lots, may locate Class II spaces in required non-residential open space, provided that such bicycle parking does not occupy more than 5 percent of the open space area or 120 square feet, whichever is greater, and does not affect pedestrian circulation in the open space.

Table 6.21.2 Required Bicycle-Supportive Amenities

	Occupied Floor Area	Minimum Shower Facility & Lockers Required
Non-Residential, (Except Retail Sales and Services Uses)	Greater than 10,000 SF, but less than 20,000 SF	1 shower and 6 clothes lockers
	Greater than 20,000 SF but less than 50,000 SF	2 showers and 12 clothes lockers
	Greater than 50,000 SF	4 showers and 24 clothes lockers
Retail Sales and Services Uses	Greater than 25,000 SF but less than 50,000 SF	1 shower and 6 clothes lockers
	Greater than 50,000 SF	2 showers and 12 clothes lockers

Source: *San Francisco Planning Code Section 155.4*

6.21.6 Bicycle-Supportive Amenities

For non-residential buildings, shower facilities and lockers shall be provided as required by Planning Code Section 155.4. See Table 6.21.2 for requirements as of adoption of this D4D. A project applicant may request and the Planning Director may grant a reduction in the required shower facilities and lockers as a Minor Modification per the SUD.

CONSIDERATIONS

6.21.7 Ramp Grade

Consider the ramp grade to below or above grade off-street bicycle parking, if provided in the off-street automobile parking area, since greater than 10 percent may be challenging for the average rider.

6.22 District Parking Garage

Car ownership has been steadily declining in San Francisco, and this trend is expected to continue as public transportation improves and ride-hailing and other technology changes the way people use cars. The Power Station project plans to respond to this by reducing the amount of parking built into each individual building compared to the amount of parking permitted under the Planning Code in similar zoning districts, such as Urban Mixed-Use (UMU), and possibly consolidating much of the parking on site into a single district parking garage ("District Parking Garage"). The District Parking Garage could be shared by residents, employees, and visitors to the site. This approach provides the following benefits:

- Locating the District Parking Garage toward the western end of the site will capture vehicles as they enter the site, reducing the presence of automobiles within the site;
- Combining parking into a dedicated facility allows for economies of scale and efficient parking design;
- Economies of scale will help leverage the latest technologies in parking management, which may facilitate sharing parking between different uses, allow for dynamic pricing for demand management, provide real-time information about parking availability, and make electric vehicle charging available to any users of the parking garage;
- Centralizing parking in a District Parking Garage could encourage people to use sustainable modes of transportation such as walking, biking, and transit and increased foot traffic could as activate retail and community facilities;
- If the demand for parking decreases substantially over time, the District Parking Garage could serve as a future development site or be converted into a different use.

STANDARDS

6.22.1 District Parking Garage Location

Up to one District Parking Garage is permitted, but not required, and may be located at one of the locations shown in Figure 6.22.1.

If provided, Block 5 is the preferred location for the District Parking Garage. Locating the District Parking Garage on Blocks 1 and 13 would only be explored in the event that one on Block 5 is not reasonably feasible.

6.22.2 Parking Garage Height

The maximum height of the District Parking Garage is 90 feet.

6.22.3 Maximum Parking Ratio

All parking located in the District Parking Garage is accessory to other uses on the site. As such, the maximum amount of parking that can be located in this garage is subject to the parking maximums for the project as built, less the parking that is developed in each individual building. See Section 6.20.2 for parking ratios, and Section 6.20.3 for electric vehicle charging requirements.

6.22.4 Rooftop Soccer Field

The rooftop of the District Parking Garage shall be used as a publicly accessible soccer field. One structure of up to 5,000 square feet is permitted, but not required, for use as equipment storage, a food kiosk, and other uses accessory to a soccer field. (See Section 6.2.4 for the maximum height of structures and lighting on rooftops.)

Public access to the field shall be provided by elevator and stair during hours of public use. Signage that is clearly visible shall be posted, directing the public to the soccer field, and indicating its hours of operation and means of access. See Section 7.5.2 for requirements for Public Facilities and Open Space Signage.

A public restroom shall be provided in or on the same building as the rooftop soccer field.

6.22.5 Visual and Physical Connectivity

To enhance safety for users inside the garage, the District Parking Garage shall allow for lines of sight into and through the building from the adjacent sidewalks and/or open spaces. The ground floor of the District Parking Garage shall be at least 75 percent visually transparent or physically permeable.

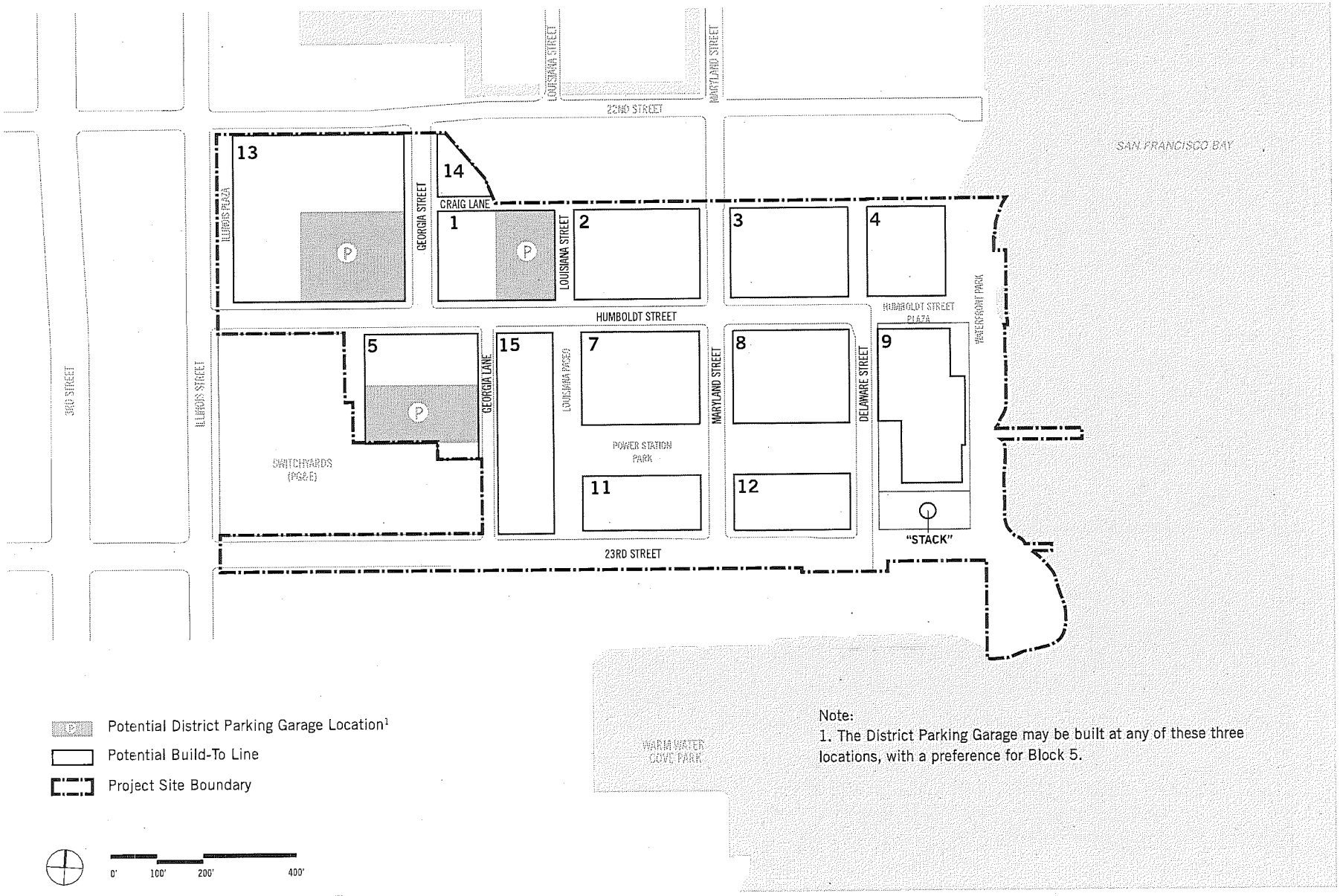
There shall be at least one walkway connecting through the building at grade between any streets or alleys. For each of the possible locations of the District PArking Garage, if selected, the following respective walkway connections are required:

- Block 1: a north-to-south pedestrian connection between Craig Lane and Humboldt Street.
- Block 5: an east-to-west pedestrian connection between Georgia Lane and the access lane east of Block 5.
- Block 13: either an east-to-west connection between Georgia Street and a north-to-south midblock connector; or a north-to-south connection between Humboldt Street and an east-to-west midblock connector.

6.22.6 Architectural Modulation and Articulation

The District Parking Garage shall be designed to be consistent with the standards and guidelines described in Section 6.6 Building Modulation and Section 6.7 Façade Articulation.

Figure 6.22.1 District Parking Garage: Possible Locations



Note:
1. The District Parking Garage may be built at any of these three locations, with a preference for Block 5.

GUIDELINES

6.22.7 Façade Screening
The District Parking Garage shall be architecturally or artistically screened, and designed with attention to detail compatible with adjacent buildings. Exposed façades are an ideal location for interpretive elements, public art, or green walls. Also see Section 2 for site approaches to interpretation and wayfinding.

6.22.8 Flat Floor Slabs
Floor slabs that are set at a slope, such as speed ramps, should not be expressed at the façade of the parking structure. Where they occur, they should be visually screened. Floor slabs visible from the street must be flat.

6.22.9 Ground Floor Materials
Higher quality building materials should be emphasized in the façade design at the ground floor, as well as at pedestrian touch points and in circulation areas. Section 6.8 addresses color and materials.

6.22.10 Light Trespass
Light spillage from within the District Parking Garage should be minimized. Indirect lighting should be used to light interior areas of the garage visible to the exterior. Parapet edges of the parking trays should be higher than vehicle headlights to screen adjacent properties.

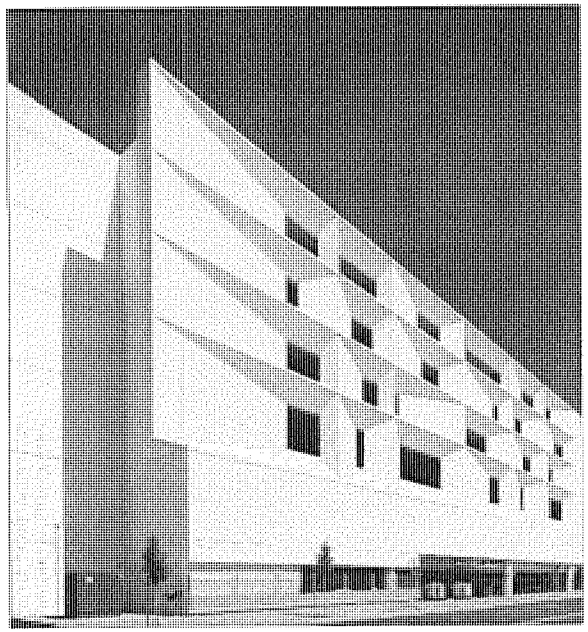
6.22.11 Noise Trespass
Any District Parking Garage shall be designed to shield existing or planned Residential Uses from noise associated with the garage.

CONSIDERATIONS

6.22.12 Design for Adaptive Reuse
Consider designing the District Parking Garage such that future adaptive reuse is possible

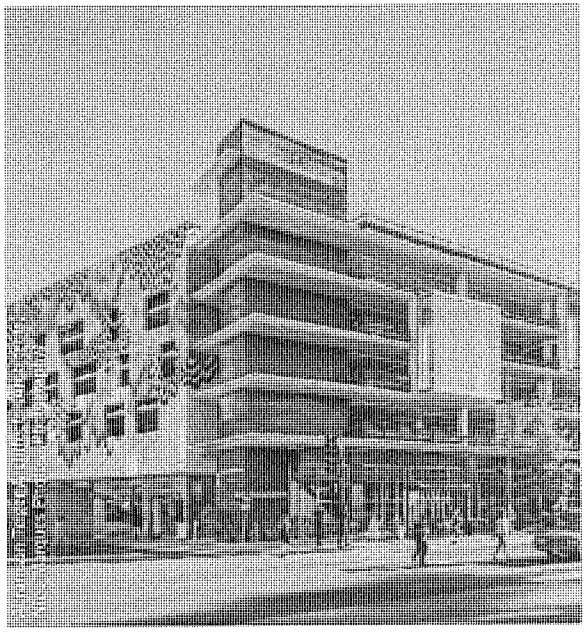
6.22.13 Wayfinding
Take opportunities to be playful and creative with wayfinding and environmental graphics, particularly those directing the public to the rooftop soccer field. (See also Section 2.)

Examples of Parking Garage Design

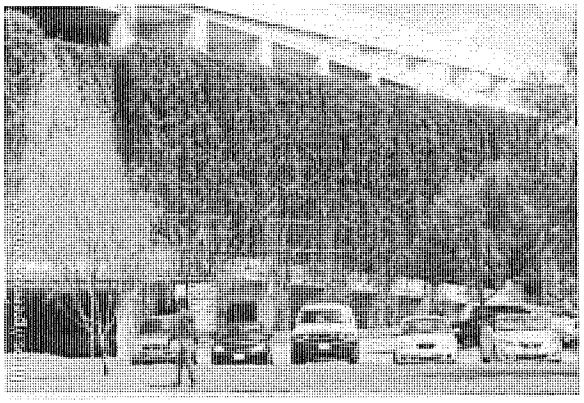


A sculptured, faceted façade creates depth and interest.

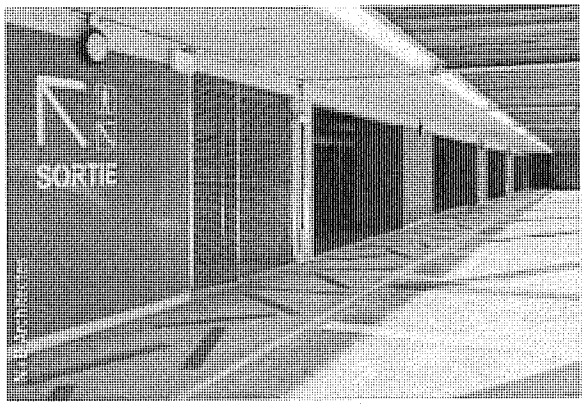
Louvers create a shifting pattern across the façade, and modulate scale. They also redirect light from the headlights of cars to create a dynamic building when in use.



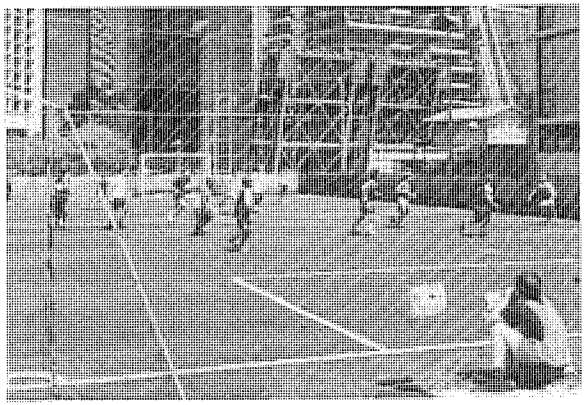
This parking garage contributes to the activity of the street with ground-floor Active Uses and a colorful, large-scale mural.



Living walls can transform a parking garage into a vertical garden.



Environmental graphics can be used as a way to enhance the design of the garage while also providing effective wayfinding.



This popular soccer field sits on the rooftop of a parking garage.

6.23 Construction Noise

STANDARDS

6.23.1 Nighttime Construction Noise

The following shall occur to reduce potential conflicts between nighttime construction activities on the project site and residents of the Pier 70 project: nighttime construction noise shall be limited to 10 dBA above ambient levels at 25 feet from the edge of the Power Station project boundary; temporary noise barriers shall be installed in the line of sight between the location of construction and any occupied Residential Use; and construction contractor(s) shall be required to make best efforts to complete the loudest construction activities before 8:00 p.m. and after 7:00 a.m. Further, notices shall be mailed or, if possible, e-mailed to residents of the Pier 70 project at least 10 days prior to the date any nighttime construction activities are scheduled to occur, and again within 3 days of commencing such work. Such notice shall include:

(1) a description of the work to be performed;

(2) two 24-7 emergency contact names and cell phone numbers;

(3) the exact dates and times when the night work will be performed;

(4) the name(s) of the contractor(s); and

(5) the measures that the contractor will implement to reduce night noise. In addition to the foregoing, the Developer shall work with building managers of occupied residential buildings in the Pier 70 project to post a notification with the aforementioned information in the lobby and other public meeting areas in the building.

Section 7

LIGHTING AND SIGNAGE

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Lighting and Signage

Lighting and signage designs and strategies work together to create a more inviting, attractive, and safe environment at the Power Station, both during the day and at night.

Lighting and signage is an important component of the design of both the public and private realm at the Potrero Power Station. The design direction given here ensures lighting and signage elements that reinforce the connectivity and cohesiveness of the district, while responding to the functional criteria and unique character of open spaces, streets, and buildings.

7.1 Site Lighting

The following standards and guidelines apply to lighting in public open spaces.

While minimum lighting requirements will satisfy safety and security functions, special considerations around nighttime identity, pedestrian wayfinding, and unique project conditions are key aspects of the lighting approach.

Practical lighting concerns should be supplemented with artful, inviting, and engaging lighting strategies and installations. Lighting across the site is scaled to the pedestrian and bicycle experience, reinforcing key pedestrian routes and open spaces.

Given the project's location, special consideration is given to light pollution reduction strategies and dark sky measures to reduce the project's effects on the ecology of the Bay.

For rooftop soccer field lights, see Section 6.2.4 Height Exemptions.

STANDARDS

7.1.1 Light Pollution Trespass and Glare
Lighting elements shall minimize glare, light trespass outside the development, and light pollution in areas adjacent to residential buildings and along the waterfront in order to minimize disturbance to Bay wildlife. Backlight, Uplight and Glare (BUG) ratings of exterior fixtures shall meet the criteria established in the current California Green Building Code.

7.1.2 Energy-Efficient Lighting Fixtures
Lighting fixtures and bulbs shall meet or exceed applicable energy-efficiency standards and/or use solar power.

GUIDELINES

7.1.3 Pedestrian Scale Lighting
Lighting shall be designed to allow facial recognition along paths of travel, and scaled to the pedestrian and bicycle experience across the public realm. Lighting shall not create glare or "hot spots" that would inhibit visual acuity, and shall facilitate sight lines, allowing the perception of safety across the public realm. Lighting shall also prevent unnecessary vertical transmittance of light. On streets, light levels shall meet SFPUC standards.

7.1.4 Lighting Design Intention
Lighting uniformity ranges in open spaces shall allow for variation in light levels to create hierarchy and a range of experiences. Lighting shall reinforce key pedestrian circulation routes and connections. Lighting strategies shall incorporate varied fixture types and ambient light from buildings, particularly in high-active retail zones where retail spaces will provide ample ambient light for pedestrian paths. Use a variety of lighting types, scaled to reinforce active street life and open space experiences. Bollard, pole, mast, and in-grade lighting are allowed.

7.1.5 Projected Light
Projected light through a tree canopy ("moonlighting") and through special filters on light fixtures may be used to highlight special places or experiences.

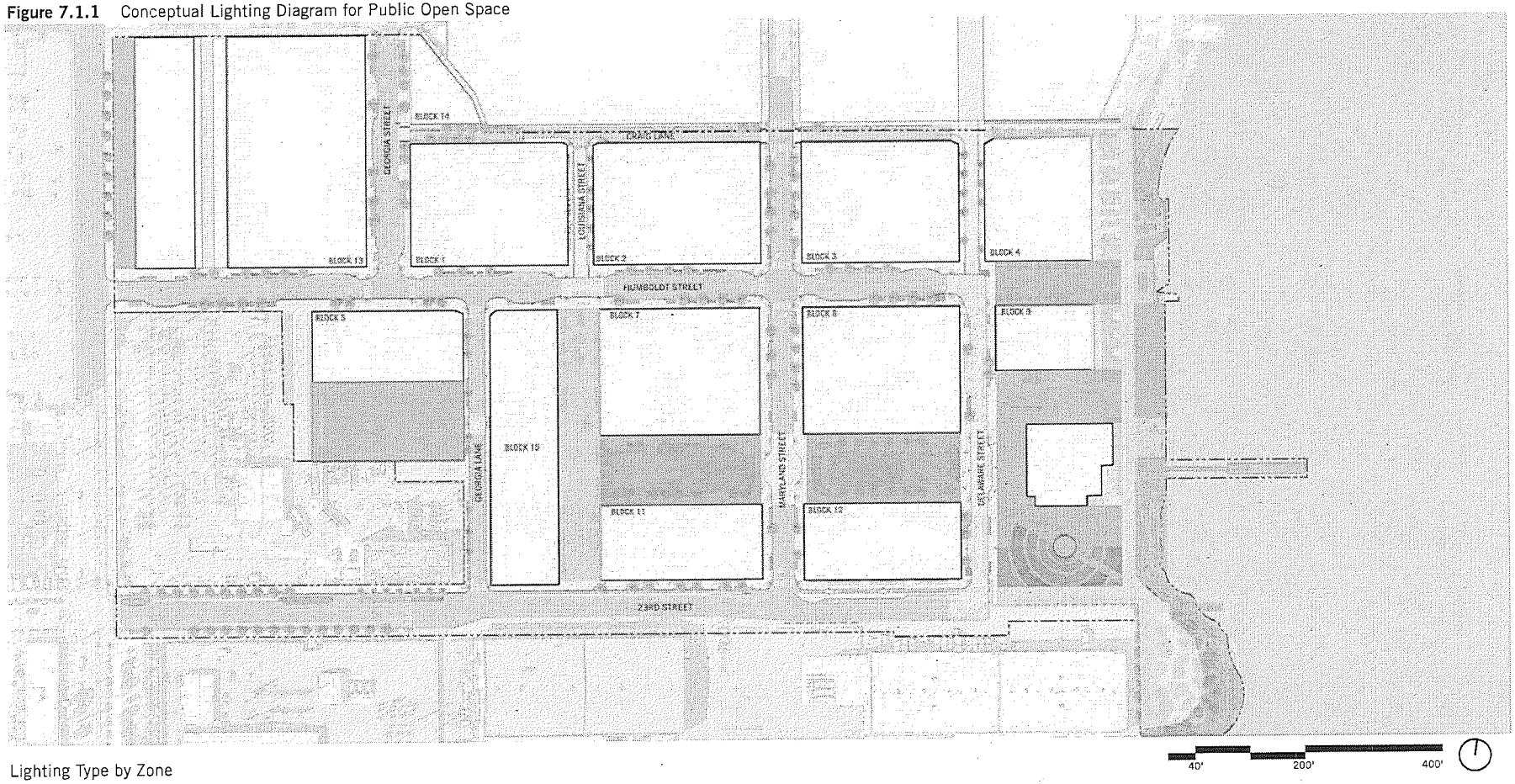
7.1.6 Light Zones
Light levels and uniformity levels for the public realm are grouped in seven zones (Figure 7.1.1) with different suggested lighting identities that are related to the location and proposed uses. (Example images of suggested lighting identity character are in Figure 7.1.2.)

CONSIDERATIONS

7.1.7 Energy-Efficient Lighting Fixtures
Exterior lighting controls, which may include but are not limited to motion sensing and dimming capability, shall also be considered to allow for additional energy savings and preservation of the night sky.

7.1.8 Interactive and Artistic Lighting
Consider special lighting installations that imbue public open spaces with unique visual experiences for visitors. Louisiana Paseo, Stack Plaza, Block 9 Open Space, and Humboldt Street Plaza would benefit from a creative lighting approach.

Figure 7.1.1 Conceptual Lighting Diagram for Public Open Space



Lighting Type by Zone

Zone 1: Waterfront / Edge
Light levels should be less bright to minimize impact on the sensitive ecosystem in the Bay and along the shoreline.

Zone 2: Waterfront / Pedestrian
Light levels are slightly brighter than in Zone 1 to allow for facial recognition.

Zone 3: Commercial / Pedestrian
Opportunity for feature and/or overhead lighting. Variety of lighting types encouraged; contributing ambient light from ground-floor uses is assumed.

Zone 4: Neighborhood Gathering / Pedestrian
Light levels bright enough for facial recognition, opportunities for feature lighting.

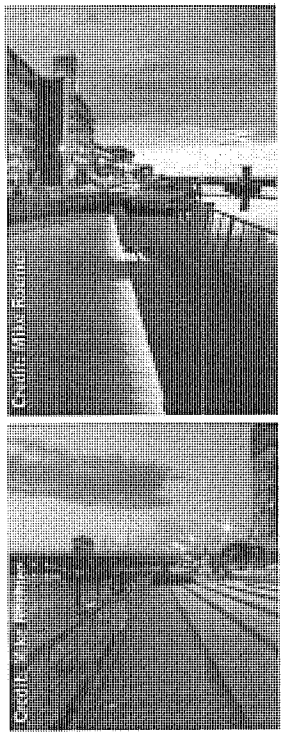
Zone 5: Paseo / Pedestrian
Similar to Zone 3, but lower lighting levels.

Zone 6: Stack Plaza
Feature lighting for iconic structure.

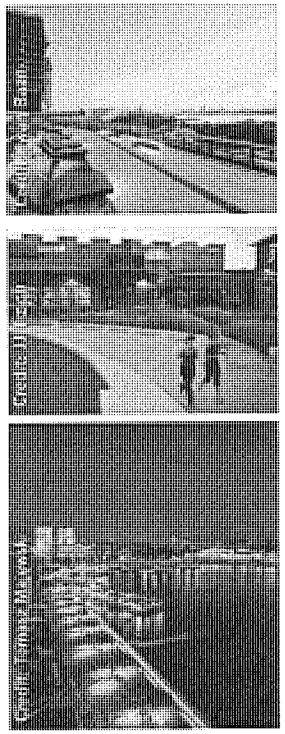
Zone 7: Soccer Field, See Section 6.2.4 Height Exemptions.
Lighting designed for performance, but directed downwards toward the field to minimize disturbance to adjacent uses and areas.

Figure 7.1.2 Example Lighting Character Images by Zone

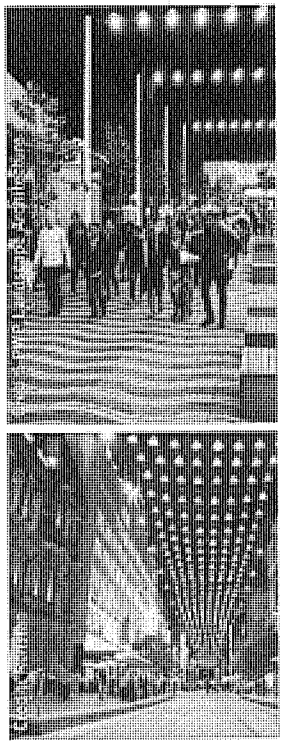
Zone 1: Waterfront / Edge



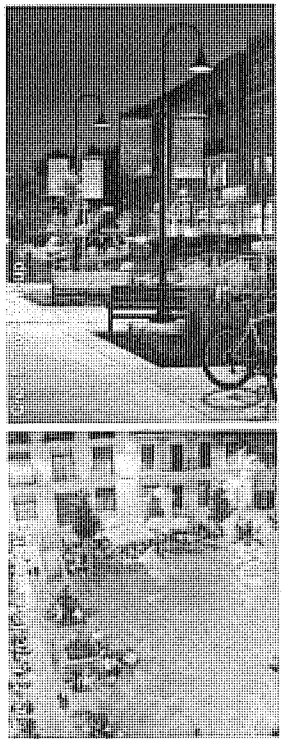
Zone 2: Waterfront / Pedestrian



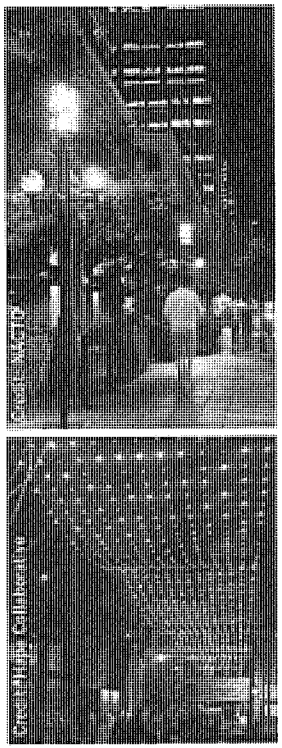
Zone 3: Commercial / Pedestrian



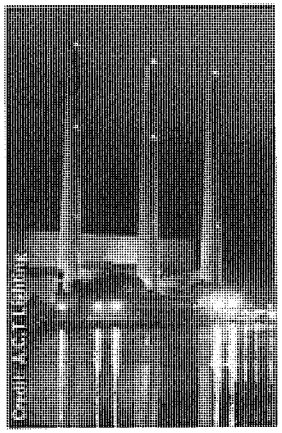
Zone 4: Neighborhood Gathering / Pedestrian



Zone 5: Paseo / Pedestrian



Zone 6: Stack Plaza



Zone 7: Rooftop Soccer Field

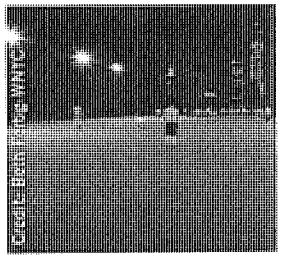
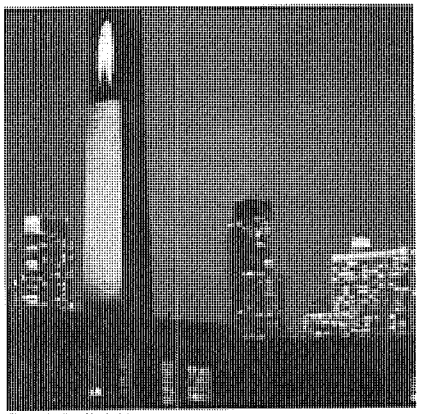
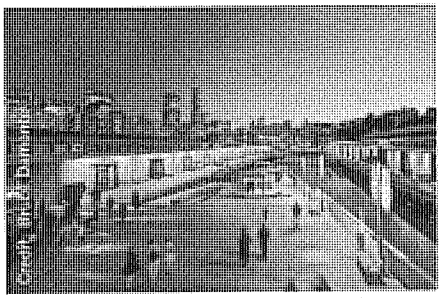


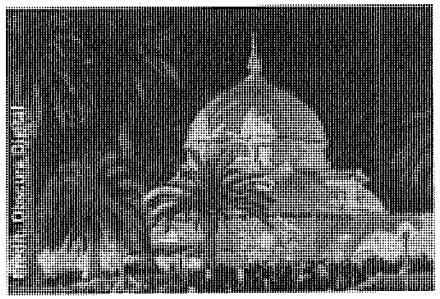
Figure 7.1.3 Additional Lighting Character Precedent Images



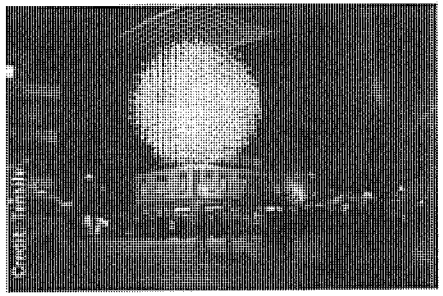
Creative lighting.



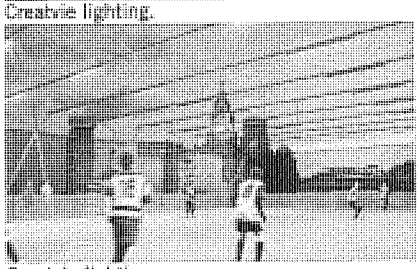
Varied lighting that takes ambient light into account.



Projected-light installations.



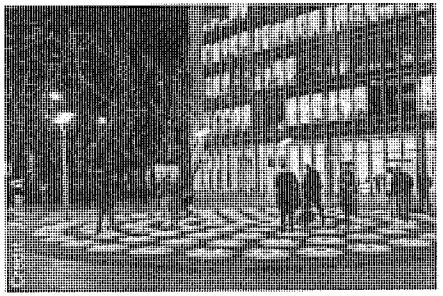
Feature lighting that creates distinctive experiences.



Creative lighting.

Facade lighting.

Artistic lighting with subtle, in-grade lights.



Artistic, interactive lighting.

7.2 Street Lighting Design

Lighting at the Power Station project will be an important component of the streetscape design, reinforcing the connectivity and cohesiveness of the district, while responding to the functional criteria and unique character of each streetscape.

A hierarchy of lighting types will work together to create a warm, inviting, and safe nighttime environment that also minimizes light pollution.

Lighting across the site will be scaled to the pedestrian and bicycle experience, reinforcing key pedestrian routes in open spaces, along shared public ways, and along Delaware Street fronting the Waterfront Open Spaces.

STANDARDS

7.2.1 Location
Street lighting shall be placed within the Furnishing Zone of the sidewalk, away from Pedestrian Throughways and Edge Zones per Section 5.2, so as not to obstruct pedestrian traffic or the loading/unloading of people and goods.

7.2.2 Light Pollution, Trespass, and Glare
Street lighting shall comply with Illuminating Engineering Society Standards appropriate for the subject street type.

7.2.3 Energy-Efficient Lighting Fixtures
Lighting fixtures and bulbs shall be LED lights and meet or exceed applicable energy-efficiency standards. If in public streets, see Standard 7.2.4.

7.2.4 Fixtures
Fixtures within publicly maintained streets shall adhere to SFPUC guidelines and shall be selected from the SFPUC catalogue of acceptable fixtures.

7.2.5 Pedestrian Pole Light
Pedestrian pole lights within publicly maintained streets shall be either Landscape Forms FGP, Landscape Forms Alcott, or similar contemporary design from the SFPUC Street Light Catalogue. Light levels shall meet SFPUC standards.

GUIDELINES

7.2.6 Lighting Design Intention
Lighting uniformity ranges in streets should allow for variation in light levels to indicate the hierarchy of streets and create a range of experiences. Lighting should reinforce key pedestrian circulation routes and connections. See Figure 5.2.2.

7.2.7 Pedestrian-Scale Lighting
Lighting should be scaled to the pedestrian and bicycle experience across the public realm. Glare should not be created at eye level. The unnecessary vertical transmittance of light should be prevented.

7.2.8 Variety of Light Types
Use a variety of lighting types, scaled to reinforce active street life and open space experiences. Bollard, pole, mast, and in-grade lighting are allowed.

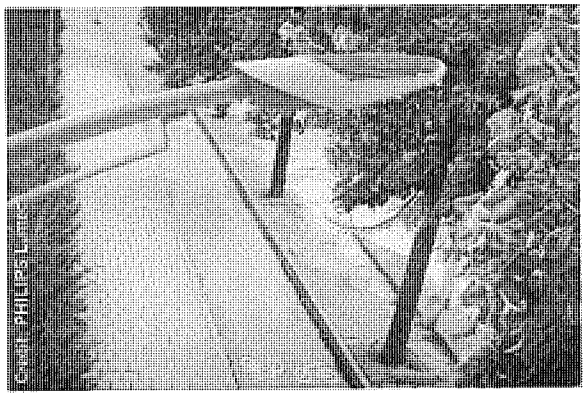
7.2.9 Projected Light
See Section 7.1.5.

7.2.10 Suggested Light Levels
See Section 7.1.6.

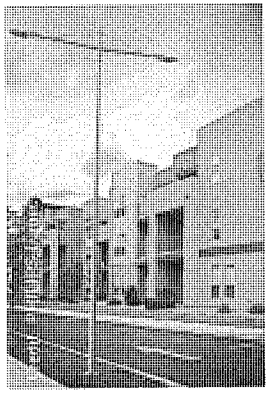
7.2.11 Pedestrian Pole Light Fixtures on Private Streets
Pedestrian Pole lights in private streets, including the portions of Delaware and Louisiana Streets that are designated as shared streets, should be chosen for durability and an understated contemporary design. Options include Hess Linea and Landscape forms FGP.

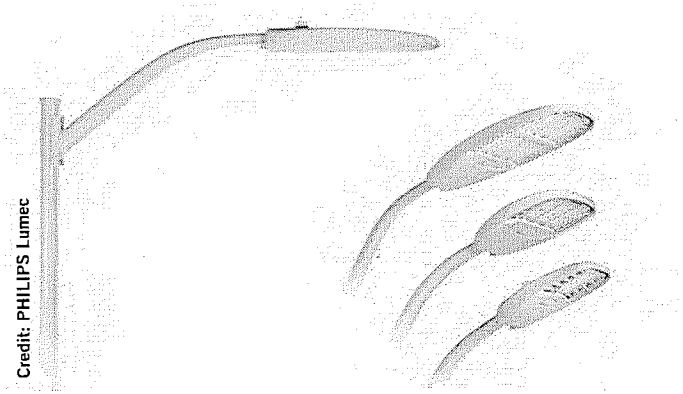
7.2.12 Energy-Efficient Lighting Fixtures
Where applicable, consider smart sensors, which can turn down lighting in response to the presence of pedestrians.

Figure 7.2.1 Examples of SFPUC Permitted Street Light Fixtures



Street Light Lumec Roadstar 16' to 22' Pole Height





Lumec Roadfocus - 16' to 22' Pole Height

Pedestrian Level Light - Public Streets
Landscape Forms FGP 12' to 16' Pole Height

7.3 Building Lighting

Building designs are encouraged to use lighting in innovative and engaging ways with the aim of making the Power Station more attractive and secure, both during the day and at night.

The following standards and guidelines apply to all retail, residential, and commercial building lighting.

STANDARDS

7.3.1 Light Trespass

At a minimum, all exterior lighting must be suitable for a given "Lighting Zone" as defined by USGBC and IESNA. It is expected that most of the development area will be LZ3. Lighting Zone LZ3 is defined as follows:

LZ3: Medium (Commercial/Industrial, High Density Residential). No more than 0.20 horizontal and vertical footcandles at the site boundary and 0.10 horizontal foot-candles 10 feet beyond the site boundary. Also, 5 percent of total initial luminaire lumens are emitted at an angle of 90 degrees above nadir or greater.

Maximum candela values for photometric distributions of interior luminaires shall fall within the building (i.e. not through skylights, windows or other building fenestration).

Each photometric for every luminaire type shall be reviewed for compliance to standards.

7.3.2 Light Pollution

All lighting must be shielded to prevent glare to private and public uses, especially residential units. The angle of maximum candela from each interior luminaire as located in the building shall intersect opaque building interior surfaces and not exit out through the windows.

All new site lighting shall incorporate cut-off control, as well as the "Lighting Zone" credit requirements found in the U.S. Green Building Council's LEED v4 for New Construction. All luminaires shall be at least semi-cutoff with non-cutoff types only as permitted.

Definitions of cutoff control are as follows:

- Full Cutoff: Zero candela intensity occurs at an angle of 90 degrees above nadir, or greater. Additionally, no more than 10 percent candela intensity occurs at an angle greater than 80 degrees above nadir.
- Cutoff: No more than 2.5 percent candela intensity occurs at an angle greater than 90 degrees above nadir, and 10 percent at an angle greater than 80 degrees above nadir.
- Semi-Cutoff: No more than 5 percent candela intensity occurs at an angle greater than 90 degrees above nadir, and 20 percent at an angle greater than 80 degrees above nadir.
- Non-Cutoff: No candela limitation.

Lighting Power Allowance (LPA) shall comply with the current Title 24 or ASHRAE 90.1 standard, whichever is more stringent.

GUIDELINES

7.3.3 Well-Lit Entries

Doorways and addresses of buildings should be well-lit and visible.

7.3.4 Minimizing Light Trespass

Lighting of walls, soffits and other surfaces should be applied strategically. It is also encouraged that all such surfaces that are visible to the exterior be studied for luminance ratios and glare, since illuminated surfaces rather than the light source itself can often be the major source of glare from a building.

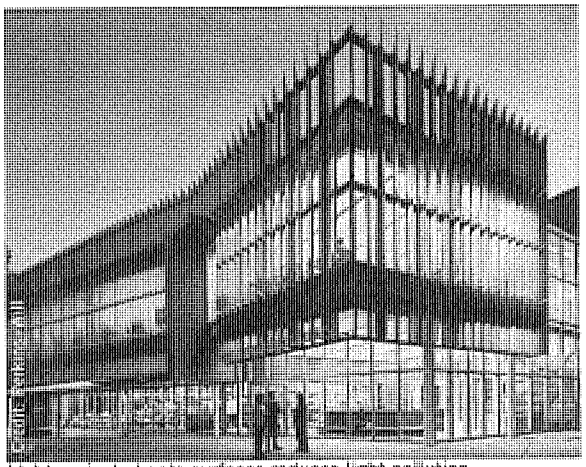
7.3.5 Luminaire Ratings and Efficiency

Luminaires should be selected with rating considerations as determining factors, and should demonstrate at least 60-80 lumens per watt source efficacy.

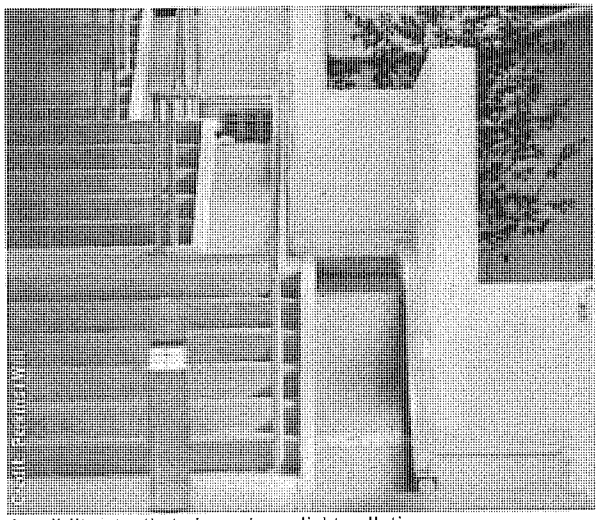
The following codes should apply to lighting installations:

- ASHRAE 90.1
- California Title 24
- IESNA Recommended light levels

If alternate or equal fixtures are suggested during the submittal process, they should have efficiency equal to or greater than the originally specified products.



Light projected onto surfaces reduces light pollution.



A well-lit entry that also reduces light pollution

7.4 General Signage

Signage helps to highlight the identity of businesses while enhancing the appearance of the streetscape. Signage should be creative and engaging.

The standards and guidelines below pertain to general signage, as well as wayfinding and interpretive elements.

STANDARDS

7.4.1 Signage within the Power Station SUD

All signs shall be defined as described by Article 6 of the San Francisco Planning Code. Except as specified below, the provisions of *Section 607.2* ("Mixed-Use Districts") of the San Francisco Planning Code applicable to UMU (Urban Mixed-Use) Districts shall apply such that a sign that is permitted or prohibited in a UMU District shall likewise be permitted or prohibited at the Power Station. A sign shall not extend beyond the roofline of the building to which it is attached.

7.4.2 Concealed Electrical Signage Elements

All electrical signage elements, such as wires, exposed conduits, junction boxes, transformers, ballasts, switches, and panel boxes, shall be concealed from view.

7.4.3 Portable Signage

Portable signs, such as sandwich boards and valet parking signs, are permitted and limited to one per business. All portable signage shall be located within frontage or Furnishing Zones on sidewalks, or within open spaces fronting the businesses.

7.4.4 Temporary Sale or Lease Signs

No permit shall be required for temporary Sale or Lease Signs. Such signs are permitted only when all of the following criteria are met:

- No more than two such signs are permitted at any one time on any building; and
- The area of each sign is no larger than 40 square feet; and
- The height of each sign is no greater than 10 feet; and
- The sign is a wall sign or a window sign; and
- The sign is not directly illuminated; and
- The sign indicates the availability of a particular space within the building on or in which the sign is placed; and
- The sign directs attention to a space which is available for immediate sale or lease.

7.4.5 Signage along the Waterfront and Power Station Park

Signage for buildings fronting Power Station Park or the Bay Trail shall:

- Be 50 square feet or less, and its highest point may not be greater than 35 feet;
- Consist only of indirect illumination, pursuant to *Section 602* of the Planning Code, including but not limited to halo-style lighting.

See Figure 7.4.1 for applicable frontages.

GUIDELINES

7.4.6 Signage Design

The design of building signage should be creative and convey a unique identity. Collaboration with local artisans is strongly encouraged. Signage should be designed to relate to both the Power Station and the Dogpatch neighborhood. High quality materials and detailing are encouraged in building signs.

Tenant signage facing contributing buildings to the Third Street Industrial District should be utilitarian in design and materiality, to reflect the adjacent historic resources and strengthen the 23rd Street Streetscape. Backlit signage should be avoided.

7.4.7 Signage Orientation

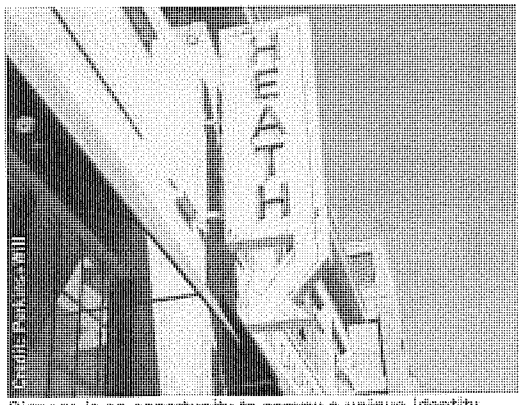
Signage should be primarily oriented toward the pedestrian realm.

7.4.8 Preferred Signage Types

To encourage variety, preferred sign types include small blade designs, chalkboards, split-flap displays, window signs, projections, wall murals, and wall signs.

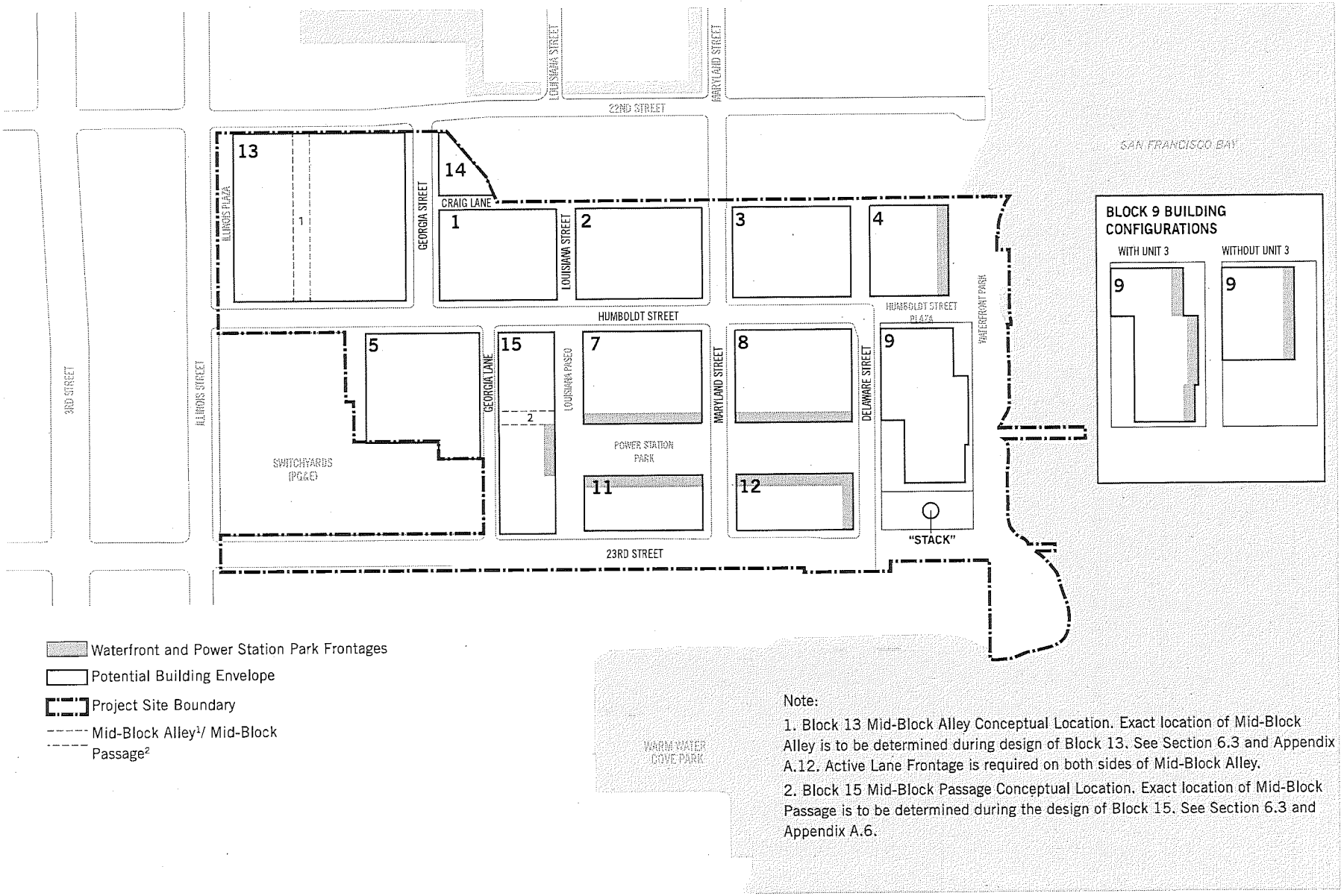
7.4.9 Projecting Signage

Projecting and three-dimensional signs are encouraged to relate to pedestrian scale and enrich the public realm.



Signage is an opportunity to convey a unique identity.

Figure 7.4.1 Waterfront and Power Station Park Frontages



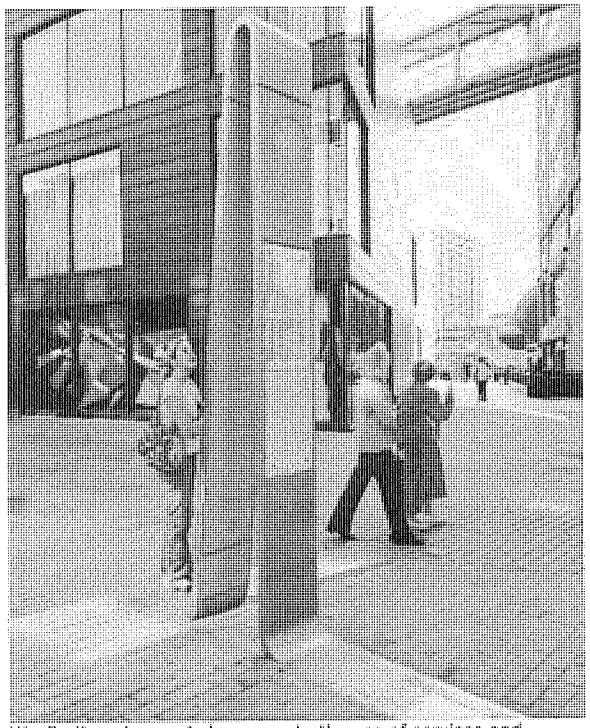
Note:

1. Block 13 Mid-Block Alley Conceptual Location. Exact location of Mid-Block Alley is to be determined during design of Block 13. See Section 6.3 and Appendix A.12. Active Lane Frontage is required on both sides of Mid-Block Alley.

2. Block 15 Mid-Block Passage Conceptual Location. Exact location of Mid-Block Passage is to be determined during the design of Block 15. See Section 6.3 and Appendix A.6.

7.5 Wayfinding and Interpretive Signage

Thoughtfully located and intentionally designed wayfinding signage creates a legible and visually interesting neighborhood to guide people along the shortest routes to the appropriate transit options and neighborhood destinations. Visitors can also learn about the Power Station's history and cultural significance from well-placed educational signage.



Wayfinding signage helps promote the use of services and amenities.

STANDARDS

7.5.1 Wayfinding Signage
Clear wayfinding signage shall be provided to guide visitors and residents along the shortest walking route to transit stops, bike share stations, bicycle parking, car share pods, and major destinations on and off the project site. Highly visible information and signage about transportation services and amenities will encourage the use and enjoyment of these resources.

7.5.2 Public Facilities and Open Space Signage
Wayfinding signage shall be installed for interior public facilities, rooftop open spaces and facilities, ADA access routes, alternative access routes, bicycle facilities, the waterfront and waterfront access, and the Blue Greenway. Blue Greenway signage shall be consistent with the *San Francisco Bay Trail Design Guidelines and Toolkit (2016).*

7.5.3 Public Open Space Signage
Signage to Privately Owned Publicly Accessible (POPOS) open spaces shall comply with signage requirements pursuant to *Planning Code Section 138.*

Access to elevated public open spaces shall have two locations of signage, one of which shall be within five feet of the building entrance, and clearly visible from the street or adjoining public space.

7.5.4 BCDC Considerations
Signage within 100 feet of Mean High Water shall be consistent with BCDC approved signage graphics. See *BCDC Shoreline Signs: Public Access Signage Guidelines (2005)* for guidance on the design and installation of signs used at public access areas that are part of development projects along the San Francisco Bay shoreline.

GUIDELINES

7.5.5 Parking Wayfinding
Wayfinding signage for vehicular and bicycle parking access should be visible from a public street.

7.5.6 Interpretive Signage Icon
Interpretive signage for site education and interpretation should be visible to pedestrians from a public street and located at key points of interest, such as the Stack, Unit 3, and the waterfront. Figure 2.2.1 shows a conceptual Interpretive Location Plan Diagram. Interpretive signage should be consistent and compatible in design and content with the larger interpretive program.

Section 8

APPENDICES

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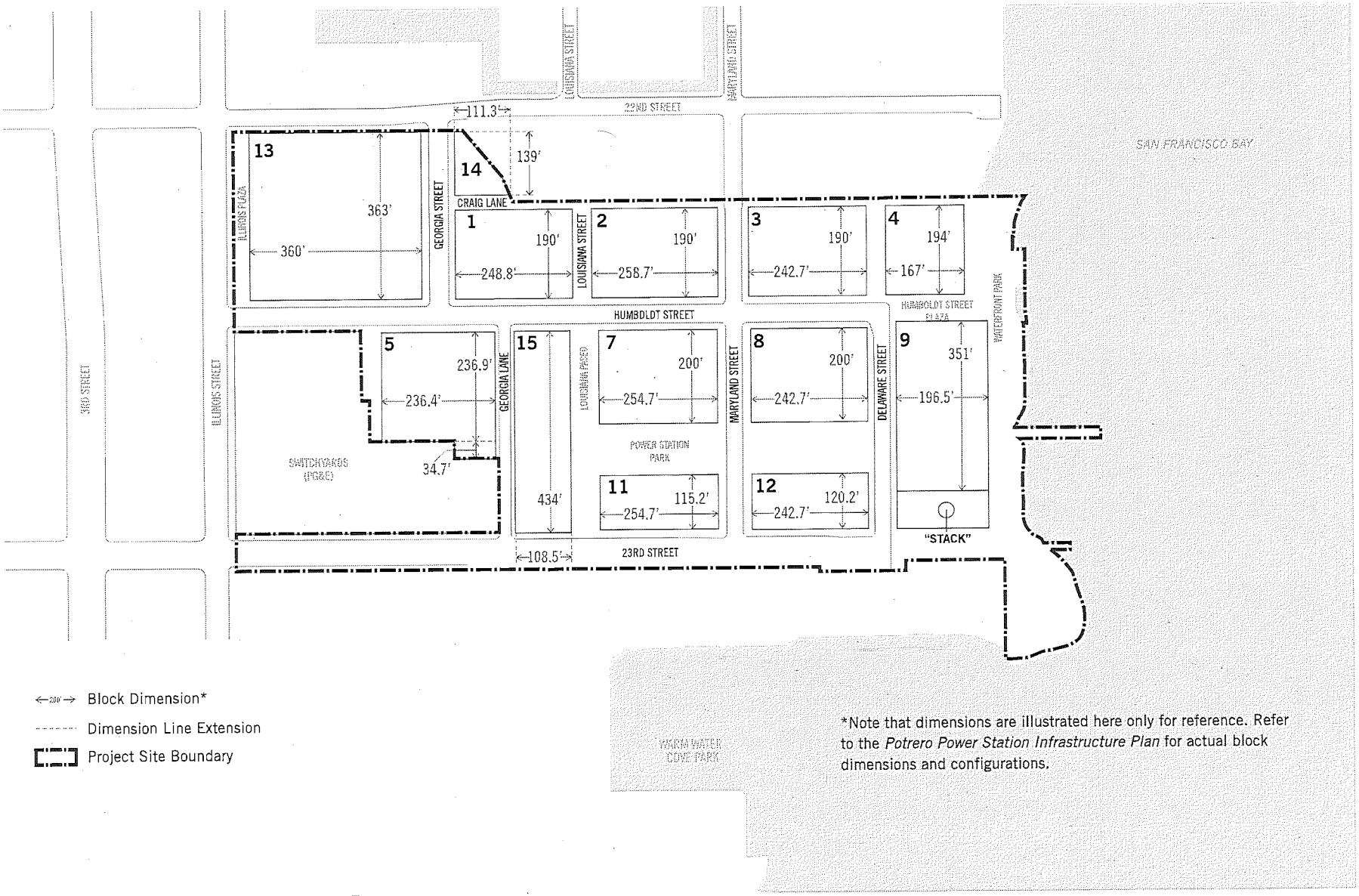
Figure A.0.1 Block Dimensions Diagram



A. Block Plan Guide

The following guide illustrates how the standards and guidelines contained within this D4D apply to buildings within each block.

These following diagrams depict the parcel boundaries and maximum three-dimensional massing envelope allowed for each block. The ground-floor controls for each location, and minimum depths of each type of use, are included, as well as constraints for loading and parking entries. Extents of underground parking are defined here as well.

In addition to the plan and axon drawings, the building standards and guidelines that apply specifically to each block are listed here, as an easy checklist reference for designers and regulating agencies alike. In some cases, additional standards and guidelines are included to clarify specific requirements or allowances for individual buildings. In no instance shall this guide conflict with standards and guidelines stated in the main body of this Design for Development document. Where conflicts occur, the standards and guidelines contained in the main body shall apply.

A.1 Block 1 Controls (Mid-rise Tower)

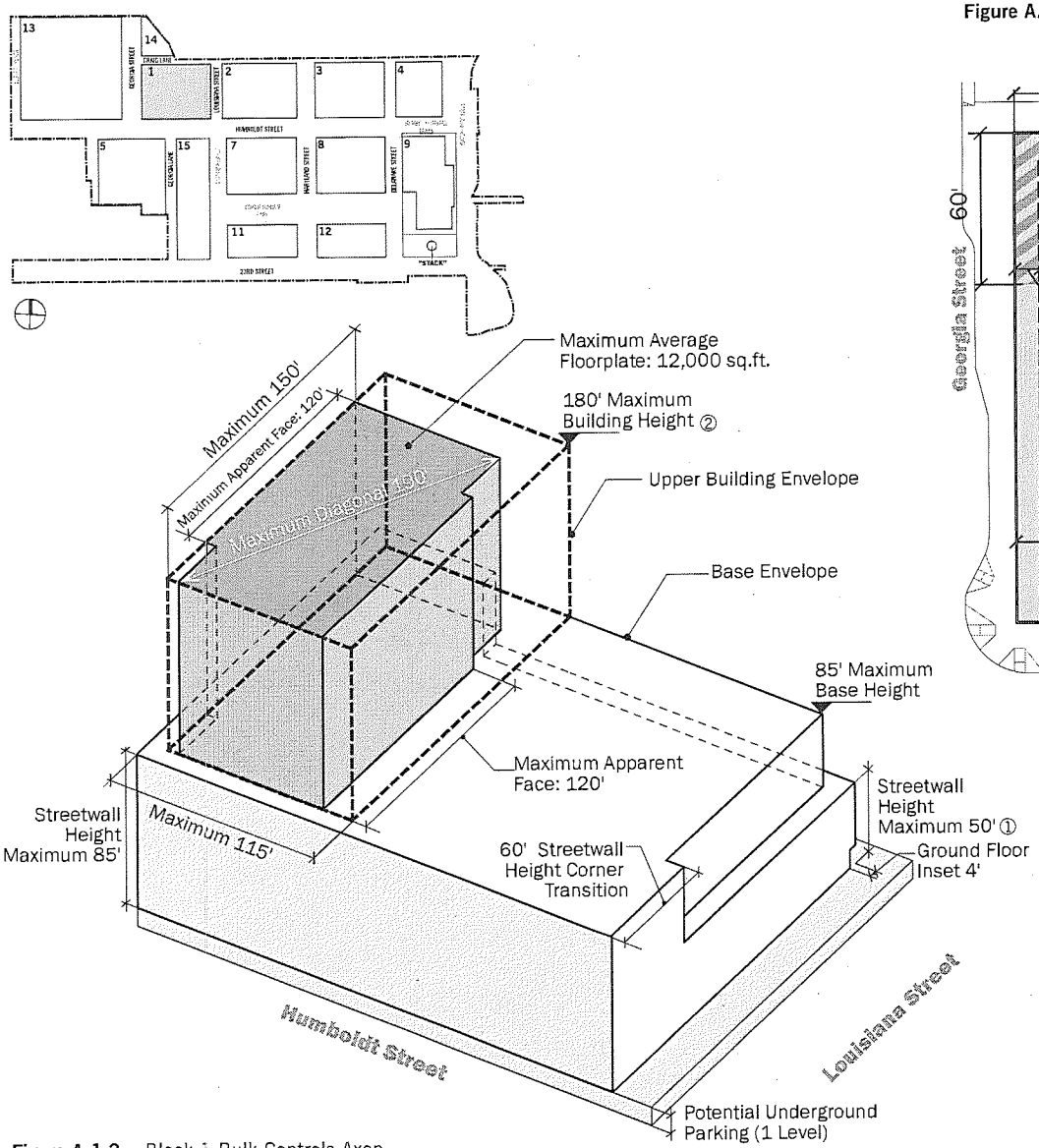
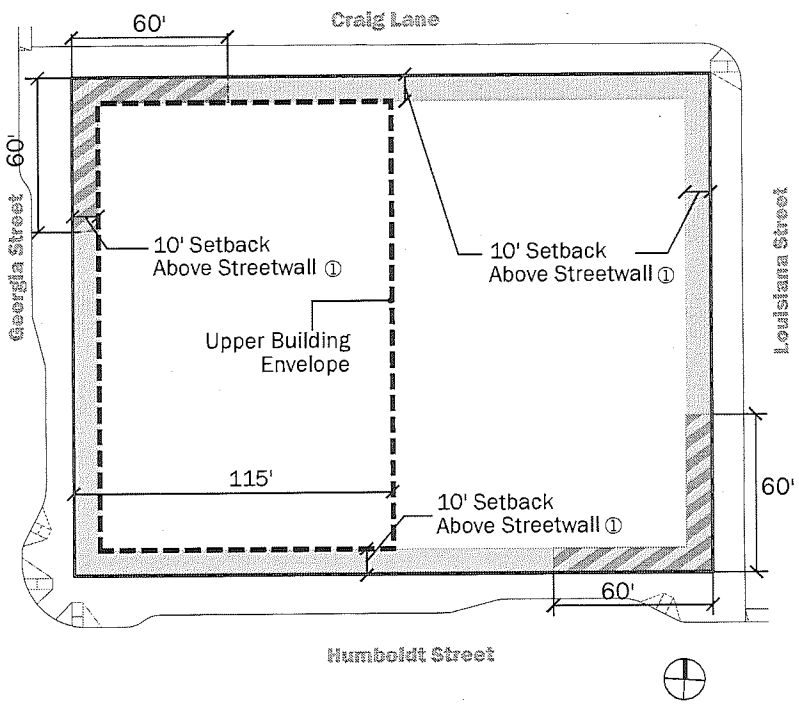


Figure A.1.2 Block 1 Bulk Controls Axon

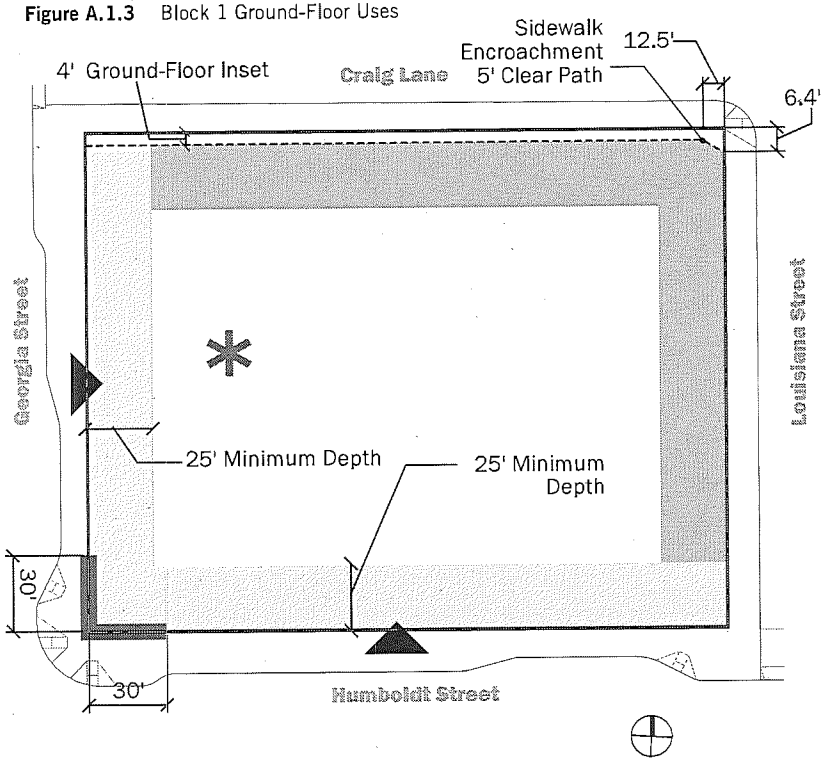
Figure A.1.1 Block 1 Bulk Controls



Notes:
① Streetwall setback not required for District Parking Garage.
② Maximum 90' for potential District Parking Garage.

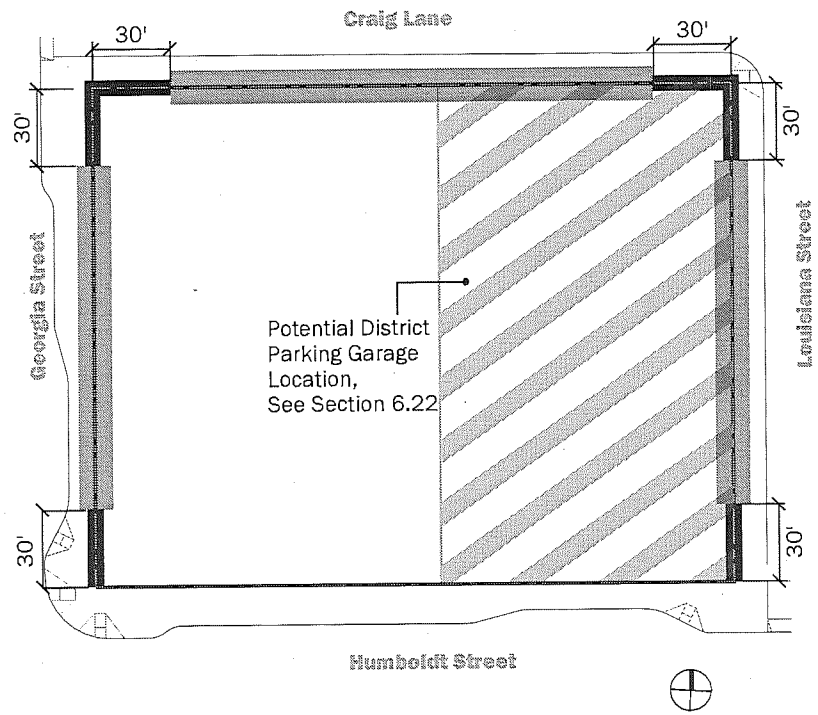
- Block Boundary
- Potential Build-to Line
- Upper Building Envelope
- Curb Line
- Varying Streetwall Heights at Corners (Section 6.4.6)
- Maximum 50' Streetwall Height
- Maximum 85' Streetwall Height

Figure A.1.3 Block 1 Ground-Floor Uses



- Block Boundary
- Potential Build-to Line
- Sidewalk Encroachment
- Curb Line
- Building Address Frontage
- Active Use Frontage
- Active Lane Frontage
- Corner with Active Uses
- Potential Grocery Store Location

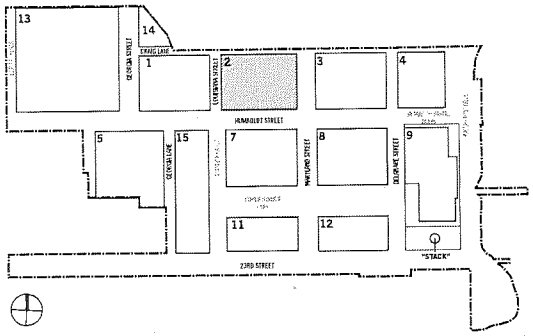
Figure A.1.4 Block 1 Parking and Loading



- Block Boundary
- Potential Build-to Line
- Curb Line
- Potential Parking and Loading Entry Frontage*
- 30' Loading Prohibited Zone
- Potential District Parking Garage

* One loading entry and one parking entry allowed per building, with exceptions as listed in Section 6.20.

A.2 Block 2 Controls (Mid-rise Building)



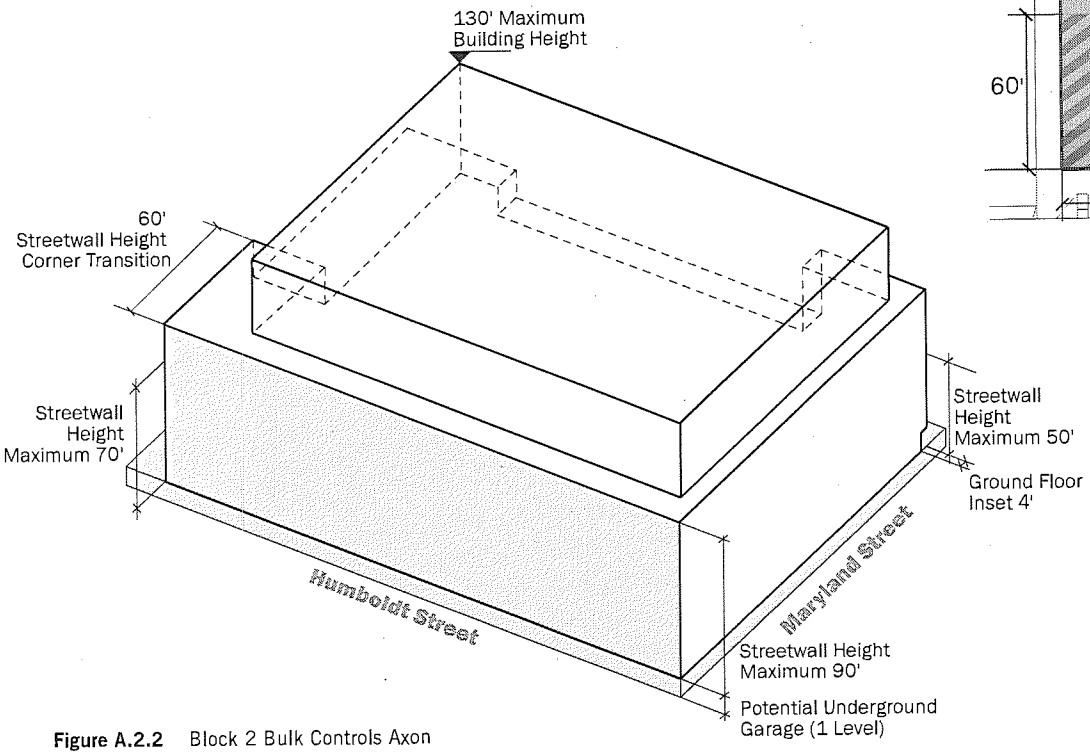


Figure A.2.2 Block 2 Bulk Controls Axon

Figure A.2.1 Block 2 Bulk Controls

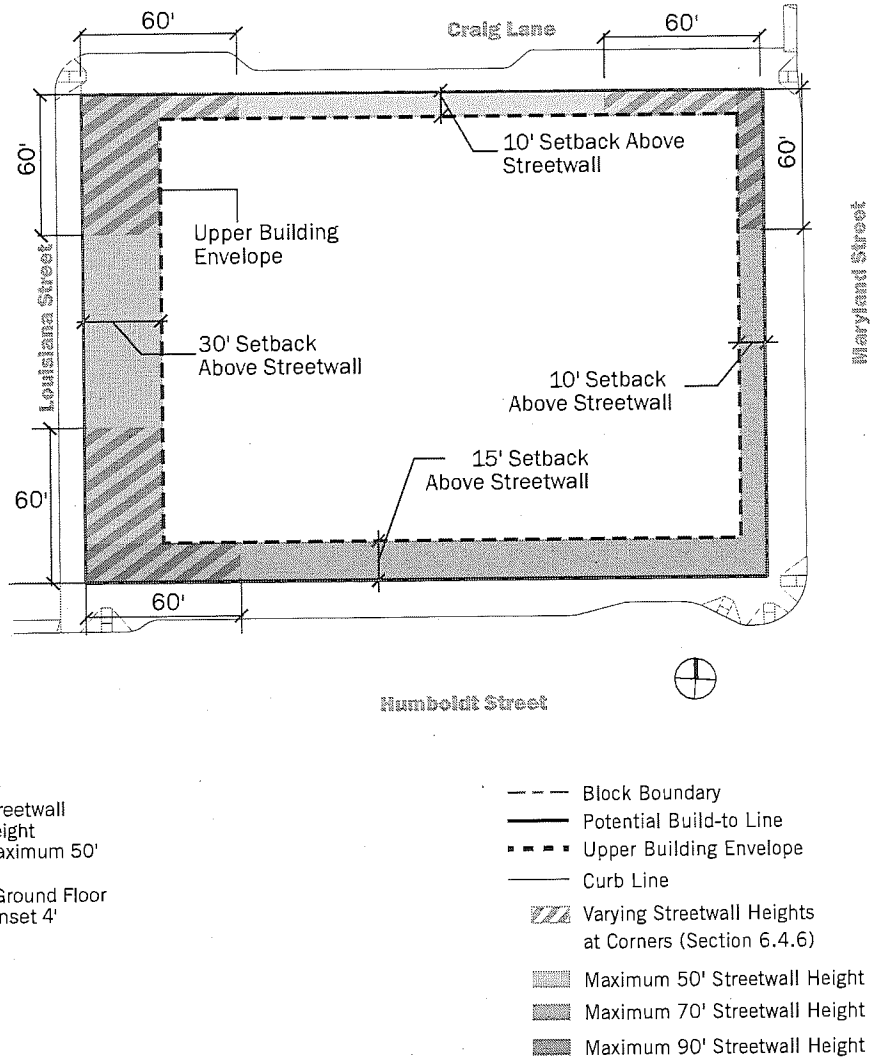
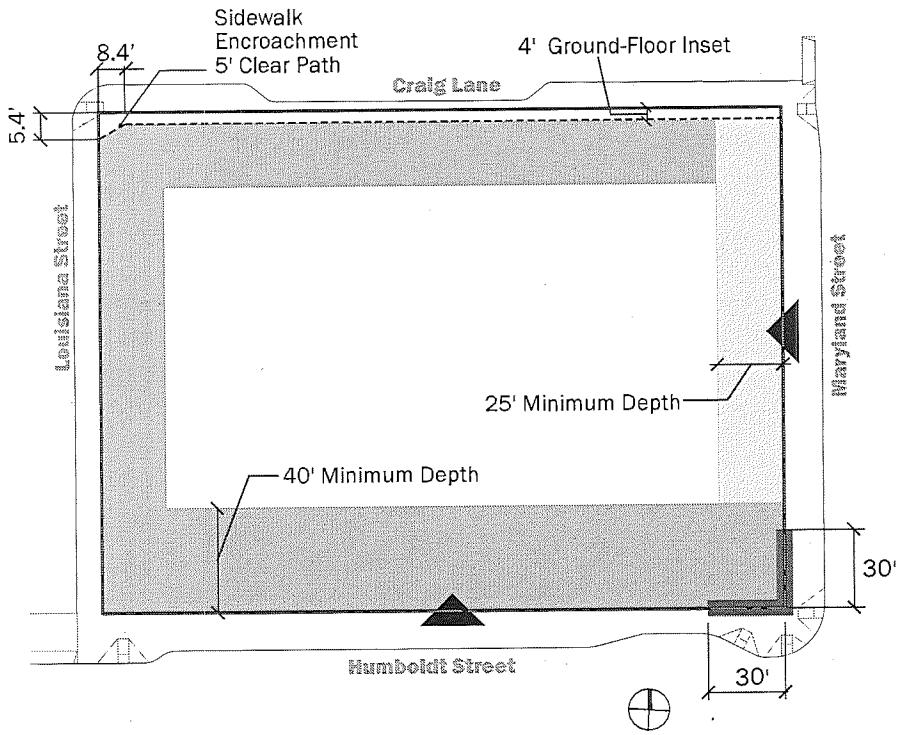
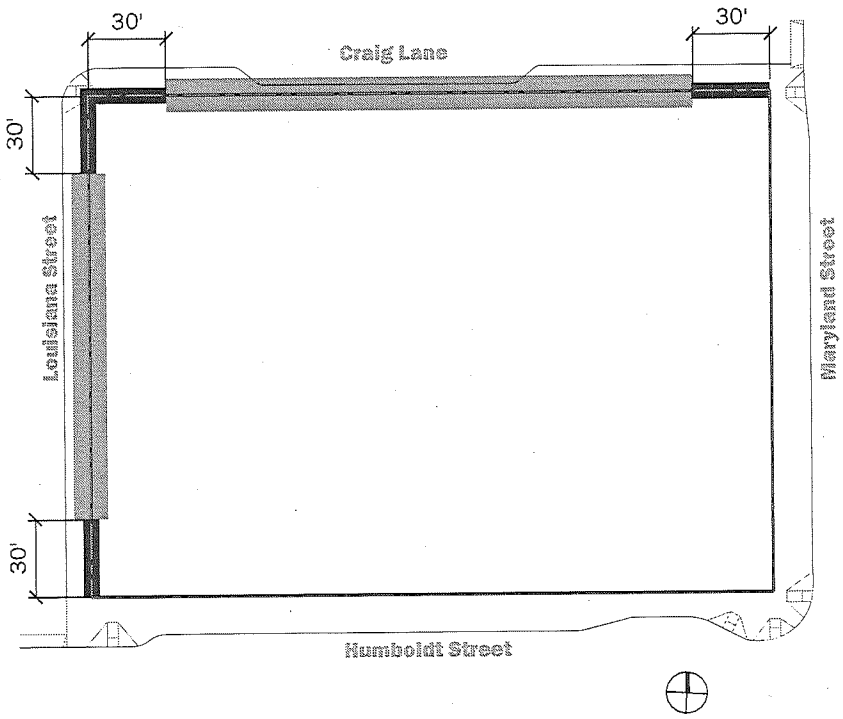


Figure A.2.3 Block 2 Ground-Floor Uses



- Block Boundary
- Potential Build-to Line
- Sidewalk Encroachment
- Curb Line
- Building Address Frontage
- Priority Retail Frontage
- Active Use Frontage
- Active Lane Frontage
- Corner with Active Uses

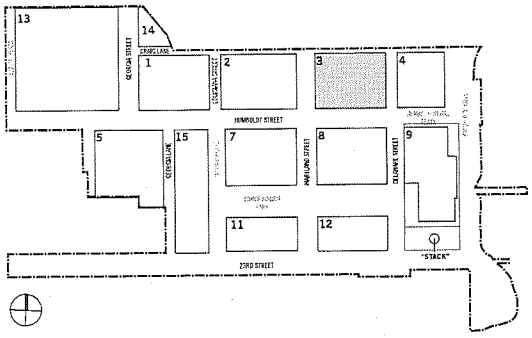
Figure A.2.4 Block 2 Parking and Loading



- Block Boundary
- Potential Build-to Line
- Curb Line
- Potential Parking and Loading Entry Frontage*
- 30' Loading Prohibited Zone

* One loading entry and one parking entry allowed per building, with exceptions as listed in Section 6.20.

A.3 Block 3 Controls (Mid-rise Building)



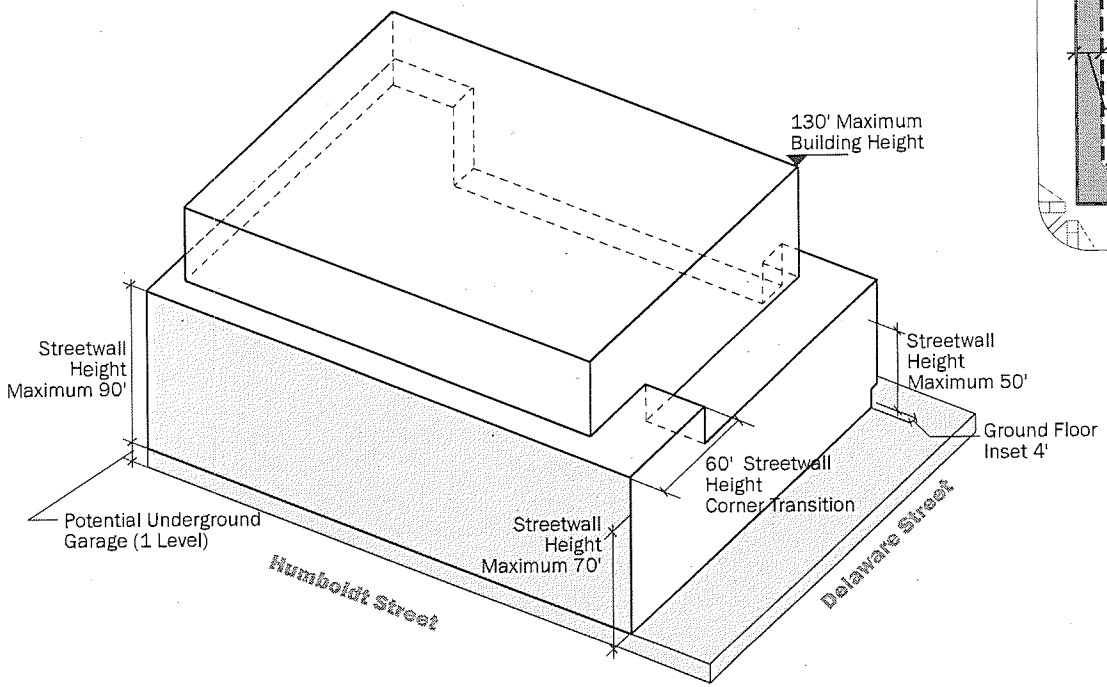


Figure A.3.2 Block 3 Bulk Controls Axon

Figure A.3.1 Block 3 Bulk Controls

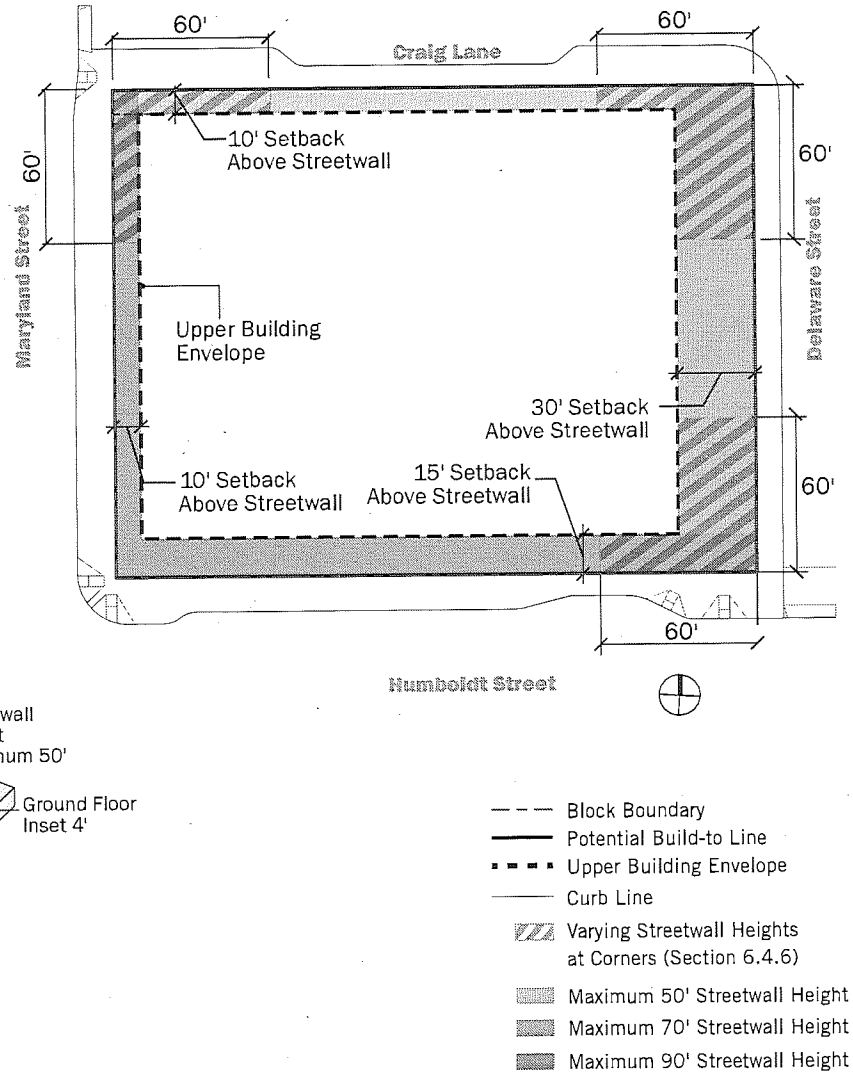
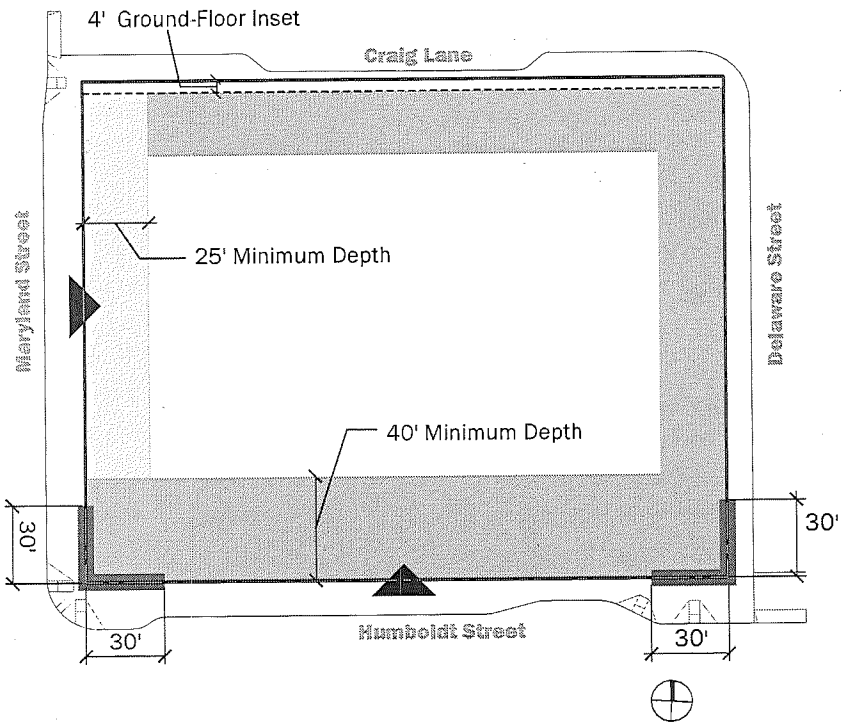
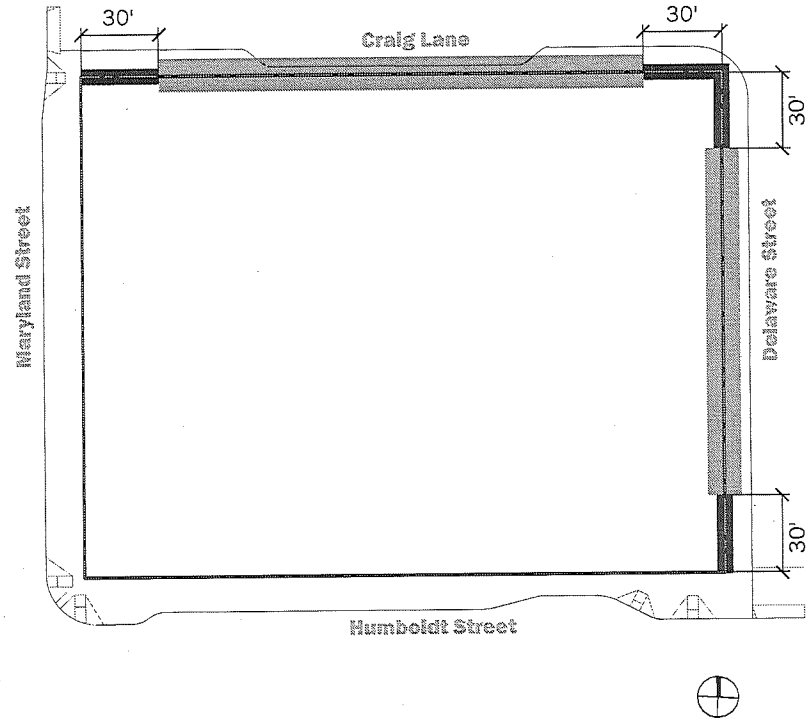


Figure A.3.3 Block 3 Ground-Floor Uses



- Block Boundary
- Potential Build-to Line
- Sidewalk Encroachment
- Curb Line
- Building Address Frontage
- Priority Retail Frontage
- Active Use Frontage
- Active Lane Frontage
- Corner with Active Uses

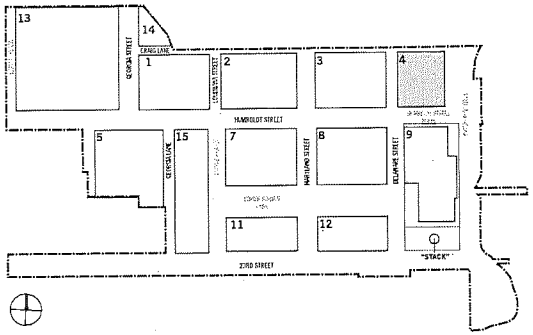
Figure A.3.4 Block 3 Parking and Loading



- Block Boundary
- Potential Build-to Line
- Curb Line
- Potential Parking and Loading Entry Frontage*
- 30' Loading Prohibited Zone

* One loading entry and one parking entry allowed per building, with exceptions as listed in Section 6.20.

A.4 Block 4 Controls (Low-rise Building)



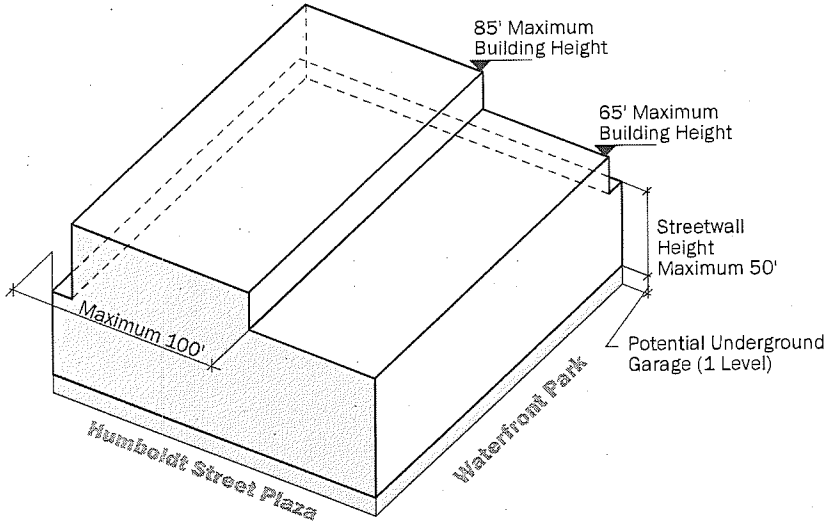


Figure A.4.2 Block 4 Bulk Controls Axon

Figure A.4.1 Block 4 Bulk Controls

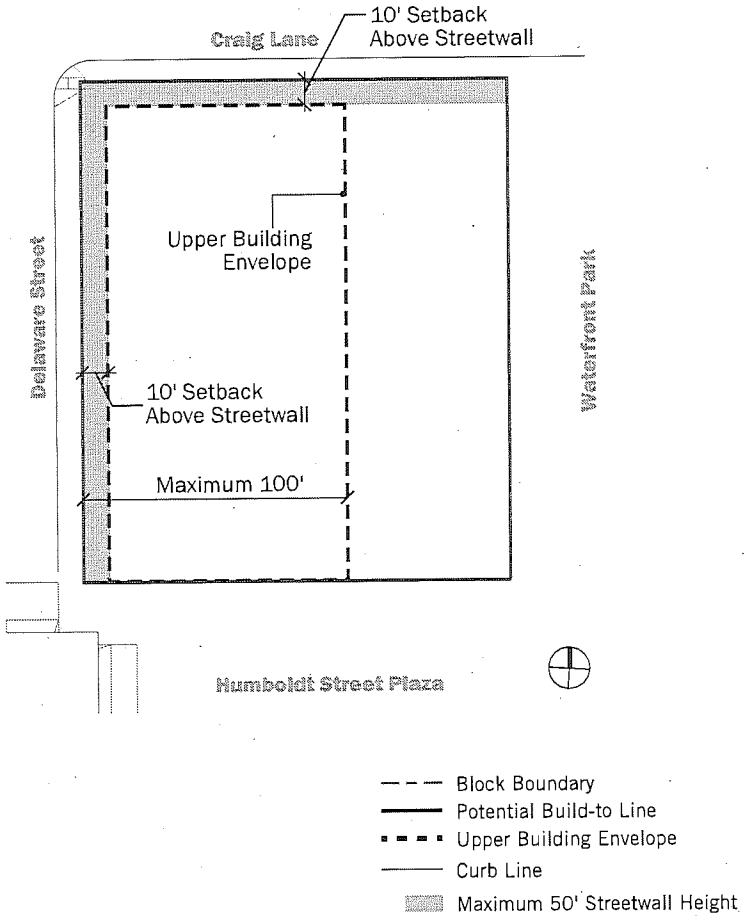
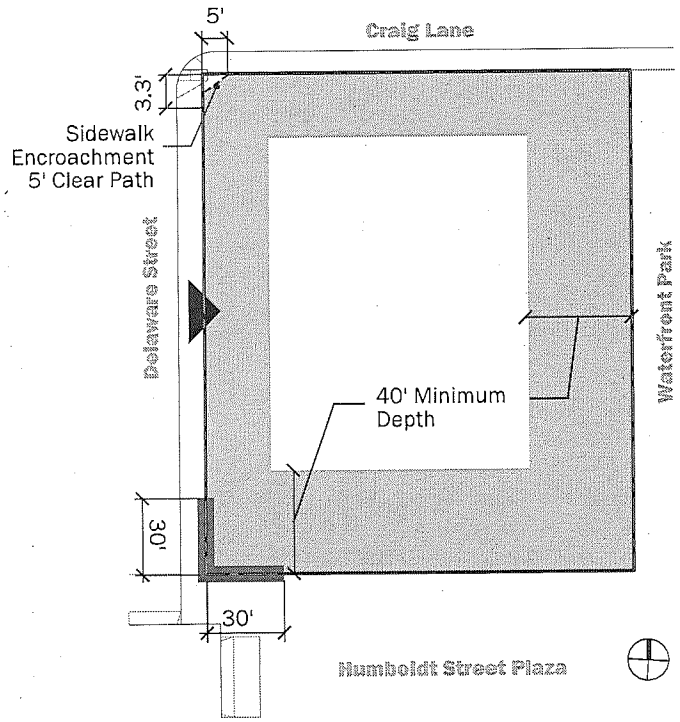
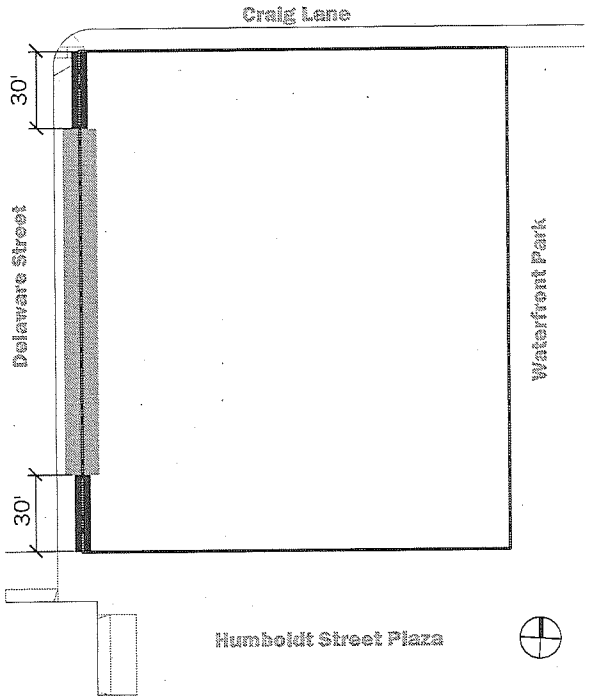


Figure A.4.3 Block 4 Ground-Floor Uses



- Block Boundary
- Potential Build-to Line
- Sidewalk Encroachment
- Curb Line
- Building Address Frontage
- Priority Retail Frontage
- Active Lane Frontage
- Corner with Active Uses

Figure A.4.4 Block 4 Parking and Loading



- Block Boundary
- Potential Build-to Line
- Curb Line
- Potential Parking and Loading Entry Frontage*
- 30' Loading Prohibited Zone

* One loading entry and one parking entry allowed per building, with exceptions as listed in Section 6.20.

A.5 Block 5 Controls (High-rise Tower)

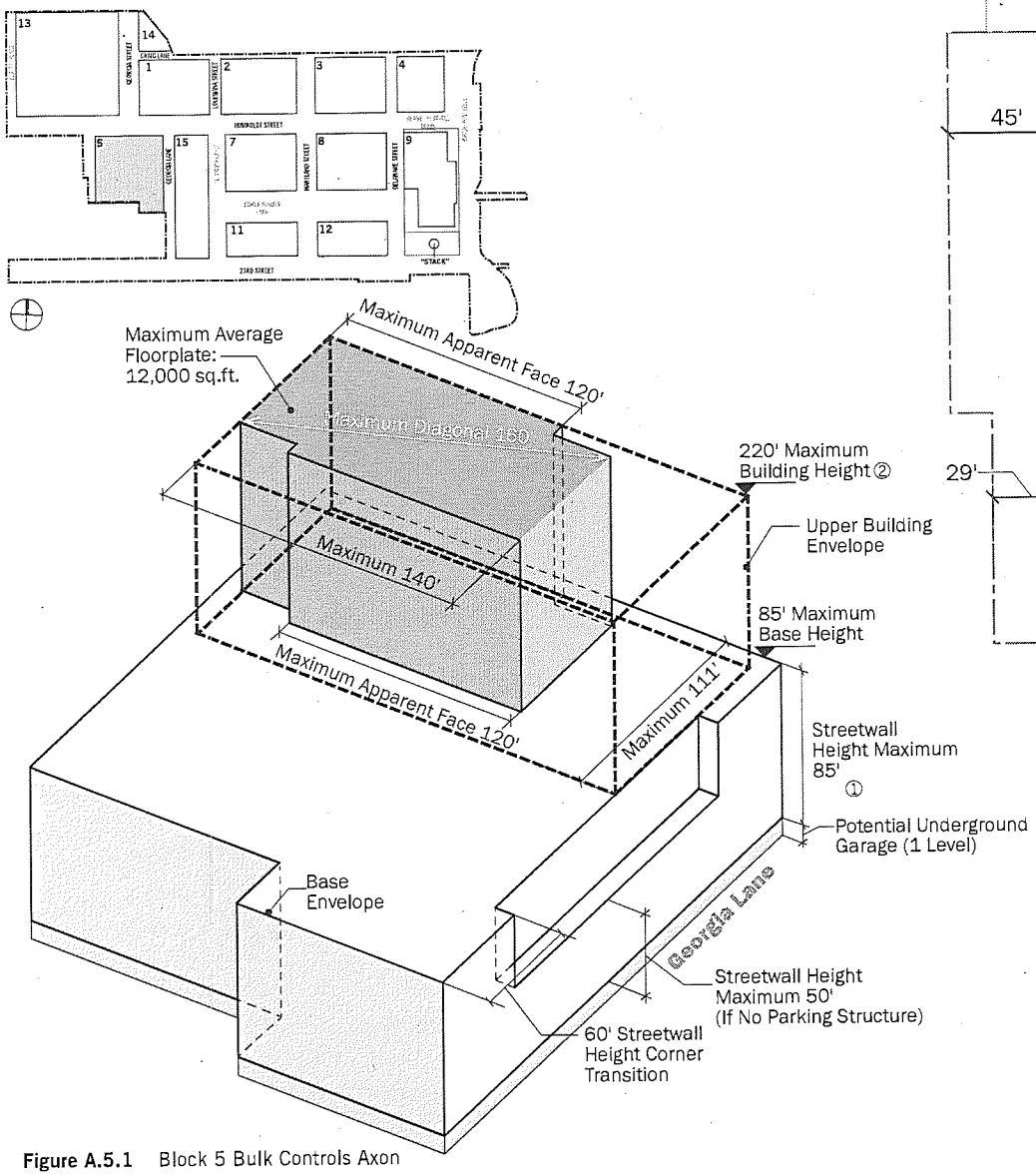
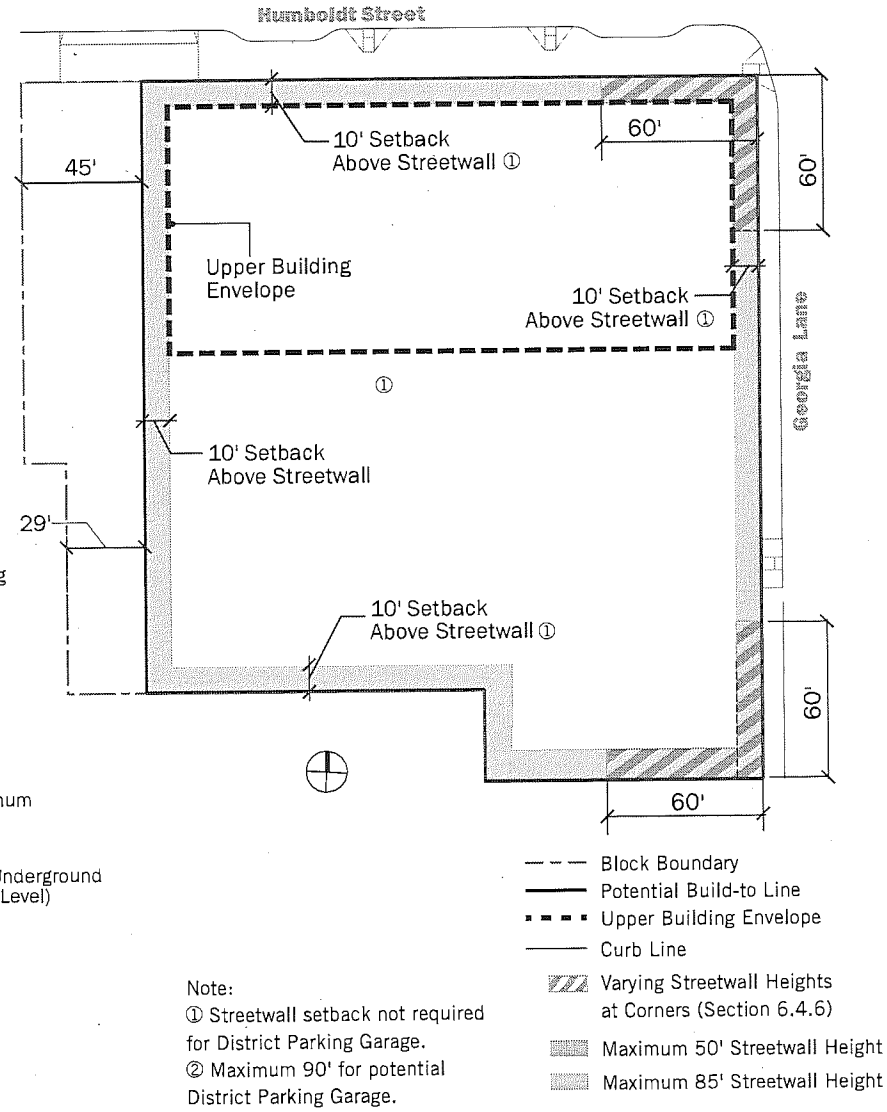


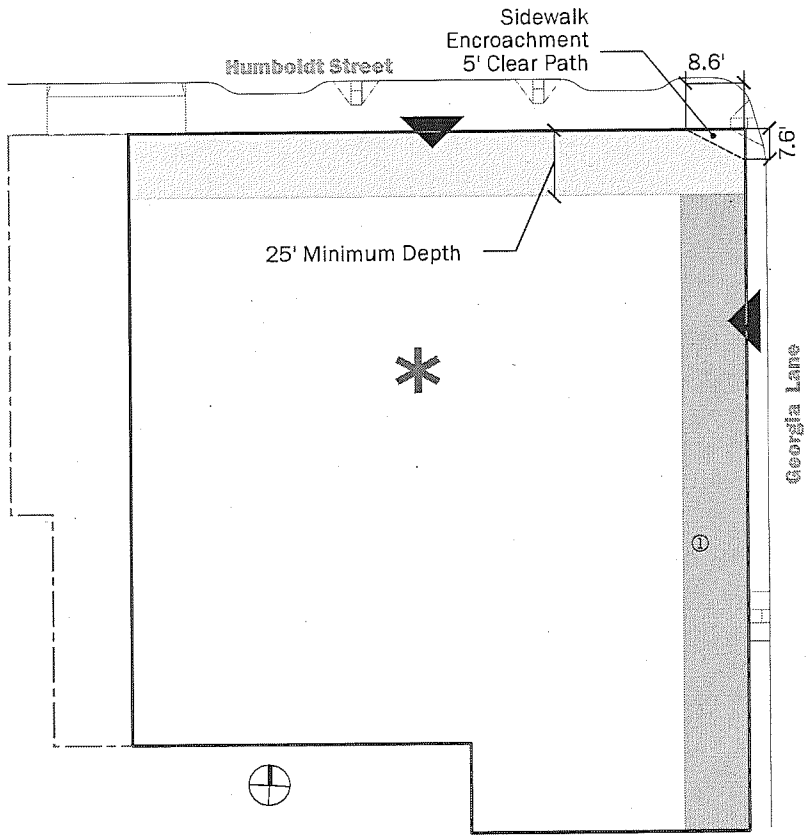
Figure A.5.1 Block 5 Bulk Controls Axon

Figure A.5.2 Block 5 Bulk Controls



Note:
① Streetwall setback not required for District Parking Garage.
② Maximum 90' for potential District Parking Garage.

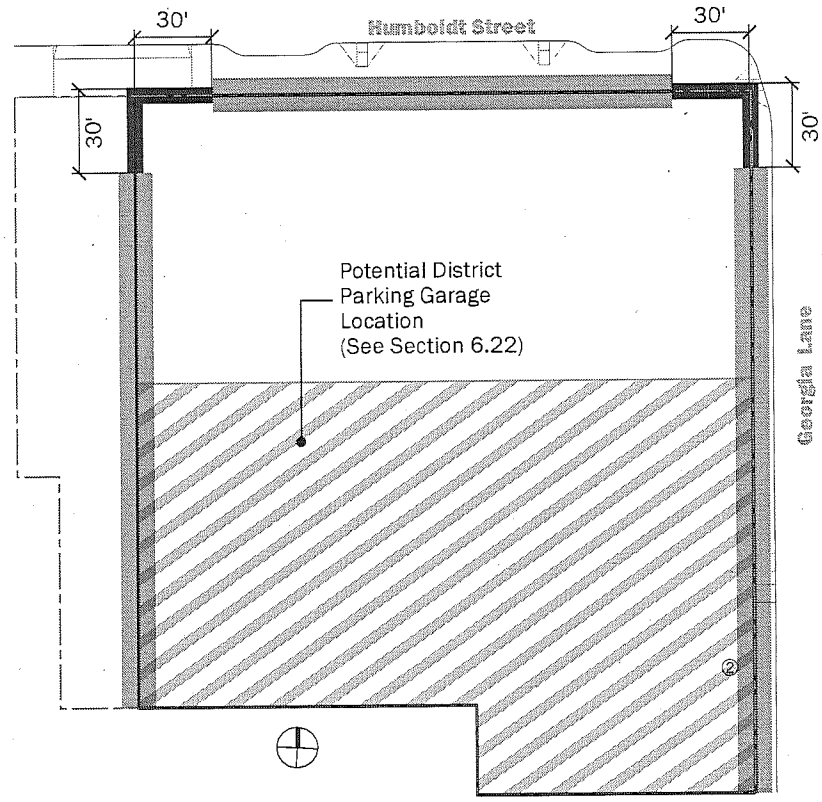
Figure A.5.3 Block 5 Ground-Floor Uses



- Block Boundary
- Potential Build-to Line
- Sidewalk Encroachment
- Curb Line
- Building Address Frontage
- Active Use Frontage
- Active Lane Frontage
- Corner with Active Uses
- Potential Grocery Store Location

Note:
① Active Use not required for parking garage frontage if located at Block 5.

Figure A.5.4 Block 5 Parking and Loading



- Block Boundary
- Potential Build-to Line
- Curb Line
- Potential Parking and Loading Entry Frontage*
- 30' Loading Prohibited Zone
- Potential District Parking Garage

* One loading entry and one parking entry allowed per building, with exceptions as listed in Section 6.20.

A.6 Block 15 Controls

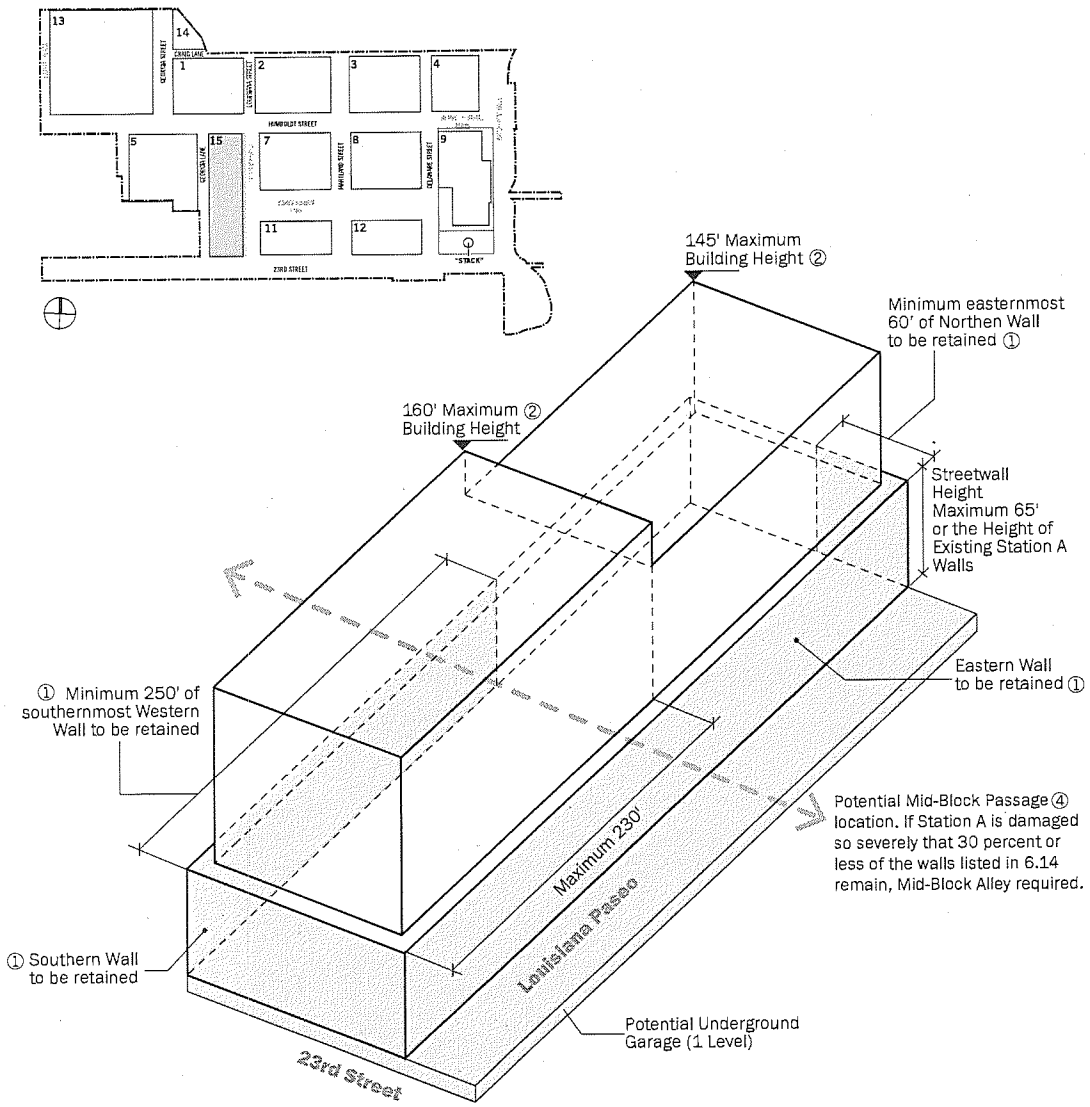
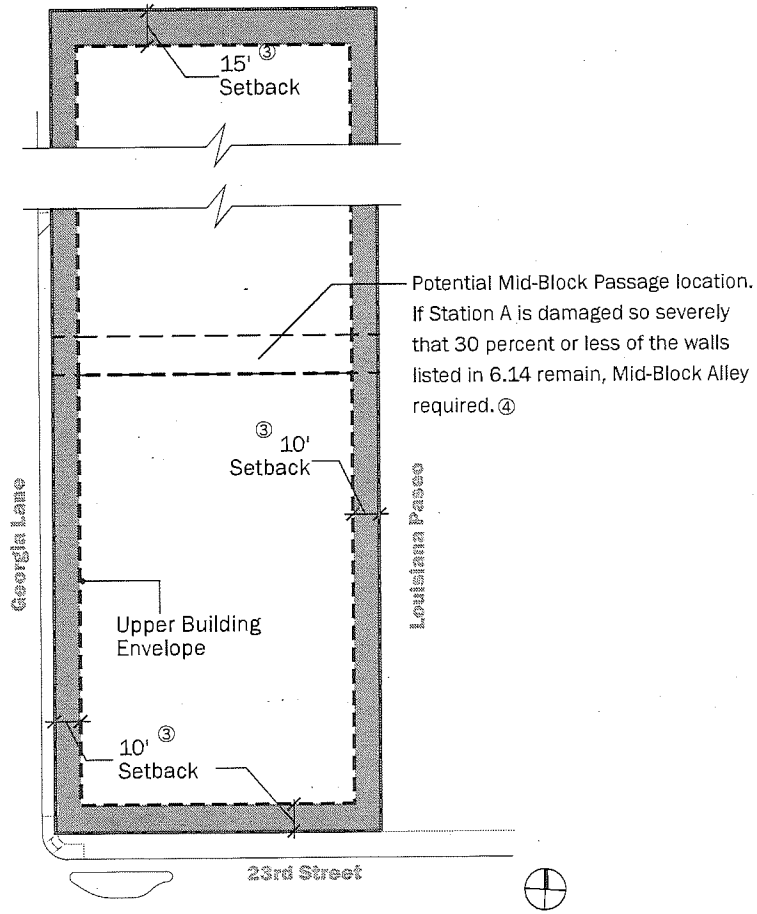


Figure A.6.2 Block 15 Bulk Controls Axon

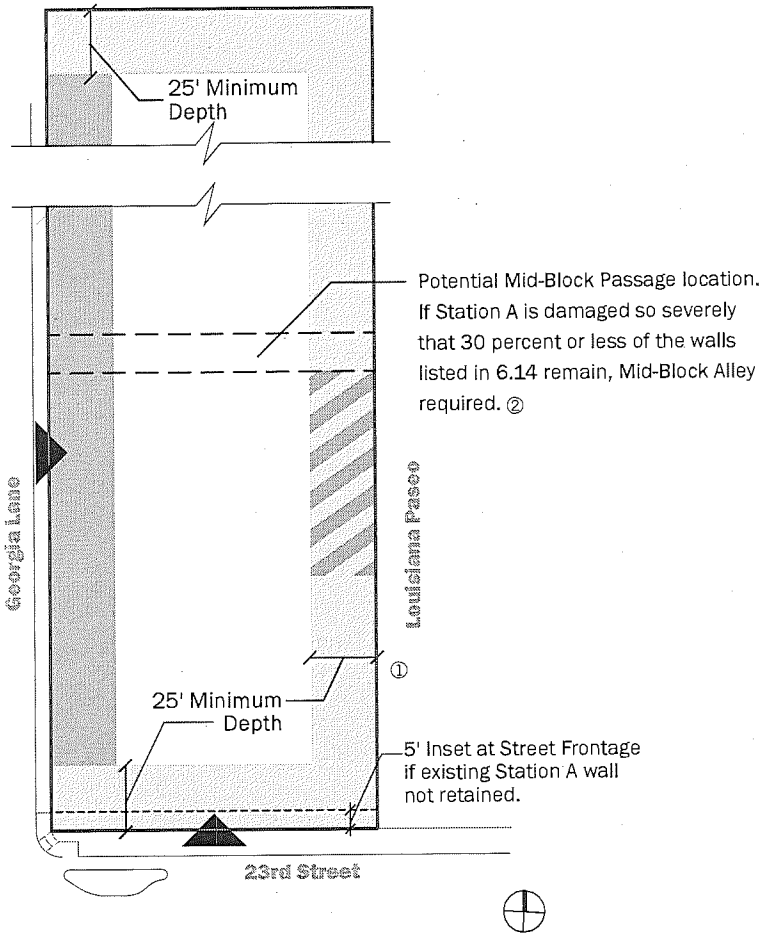
Figure A.6.1 Block 15 Bulk Controls



Note:
① See Section 6.14.1 Station A Retained Features.
② See Section 6.14.5 Station A Sculpting for alternative height locations.
③ See Section 6.14.5 Station A Sculpting for alternative approaches to building setbacks.
④ See Section 6.3 for Mid-Block Alley/Passage Controls.

- Block Boundary
- Potential Build-to Line
- Upper Building Envelope
- Curb Line
- Maximum 65' Streetwall Height or the Height of Existing Station A Walls

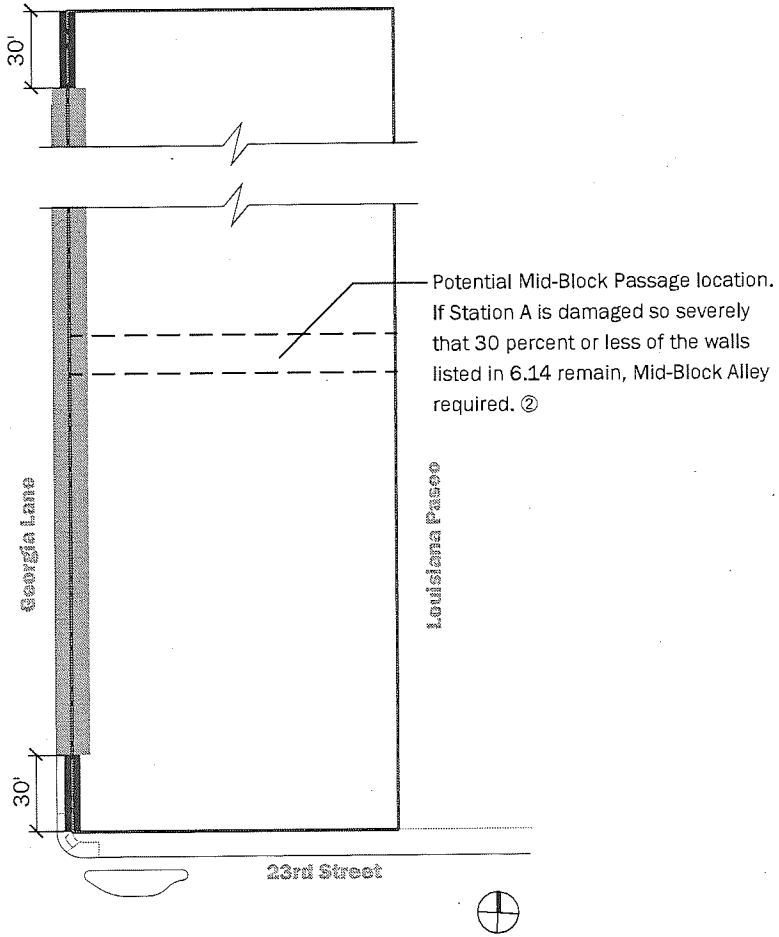
Figure A.6.3 Block 15 Ground-Floor Uses



- Block Boundary
- Potential Build-to Line
- Sidewalk Encroachment
- Curb Line
- Building Address Frontage
- Active Use Frontage
- Active Lane Frontage
- Required Active Use frontage with and without Station A

Note:
① If Station A is damaged so severely that 30 percent or less of the walls listed in 6.14 remain, then Active Frontage will apply to north, east, and south façades, and Active Lane Frontage would apply to west façades. See Figure 3.2.1.
② See Section 6.3 for Mid-Block Alley/Passage Controls.

Figure A.6.4 Block 15 Parking and Loading



Note:
① One loading entry and one parking entry allowed per building, with exceptions as listed in Section 6.20.
② See Section 6.3 for Mid-Block Alley/Passage Controls.

- Block Boundary
- Potential Build-to Line
- Curb Line
- Potential Parking and Loading Entry Frontage ①
- 30' Loading Prohibited Zone

A.7 Block 7 Controls (High-rise Tower)

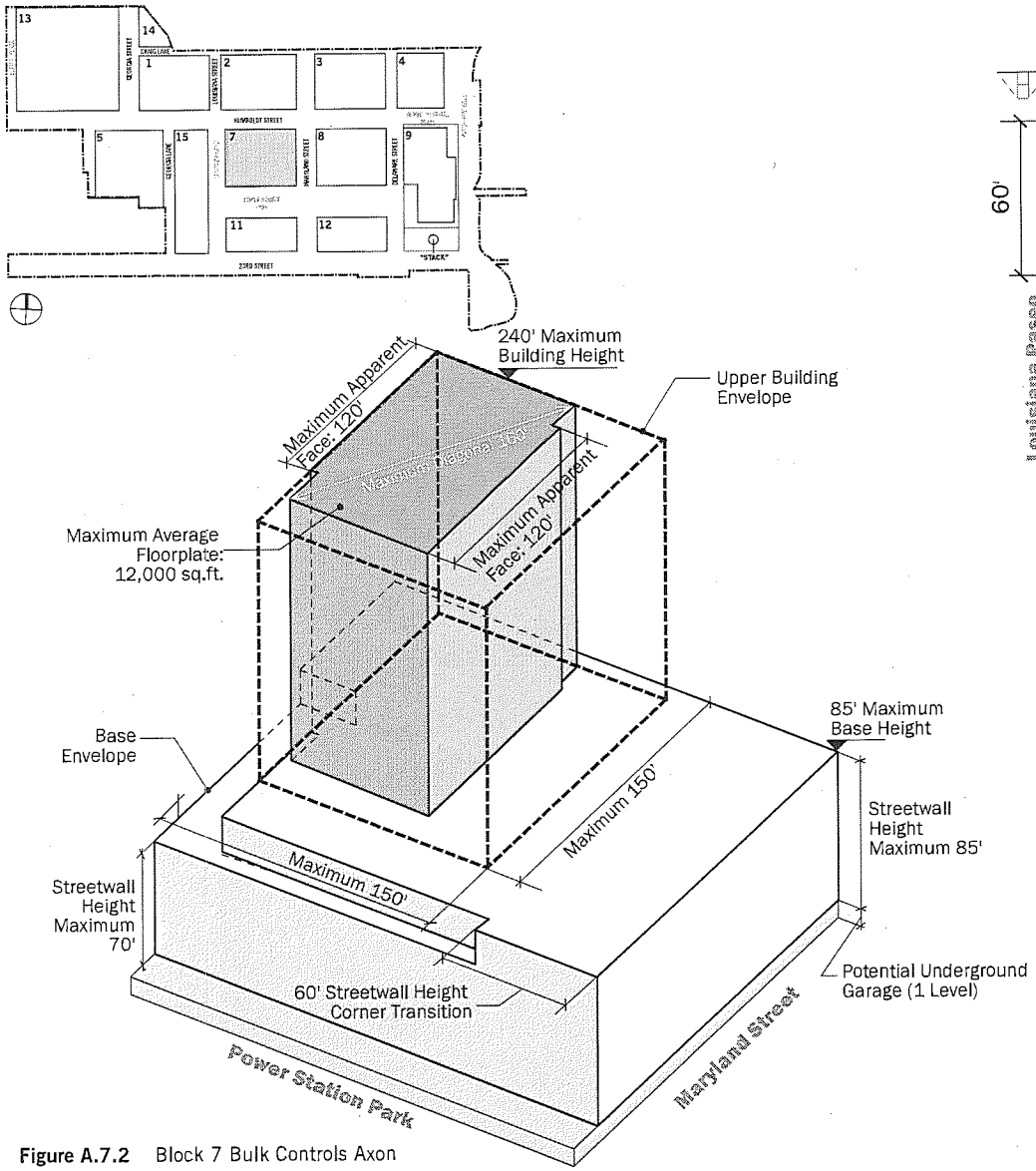


Figure A.7.2 Block 7 Bulk Controls Axon

Figure A.7.1 Block 7 Bulk Controls

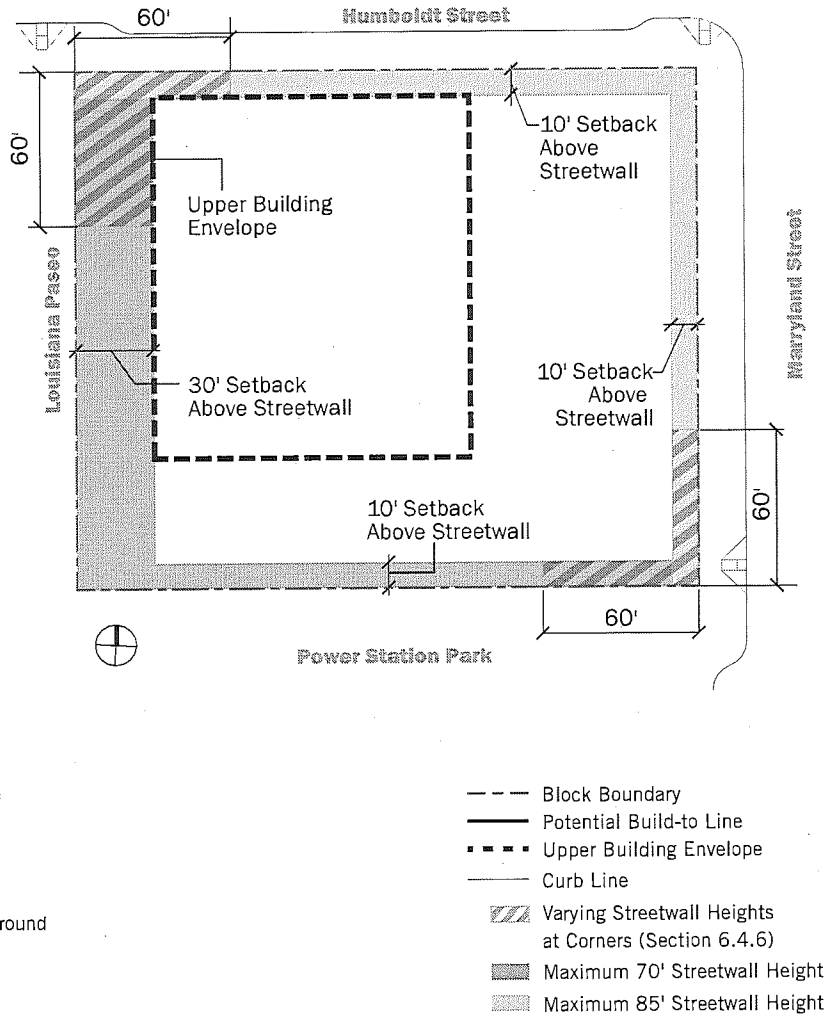
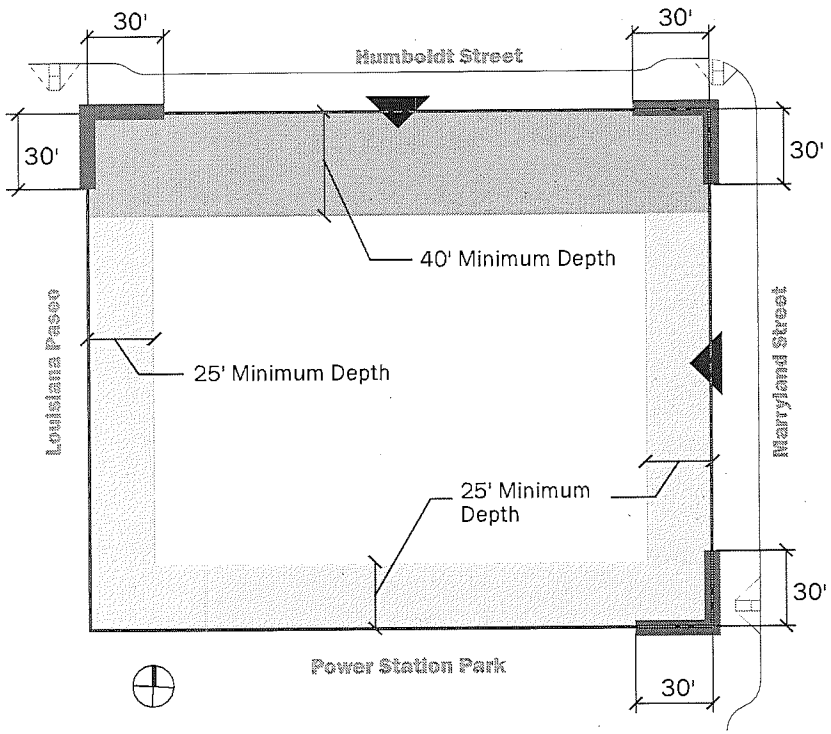
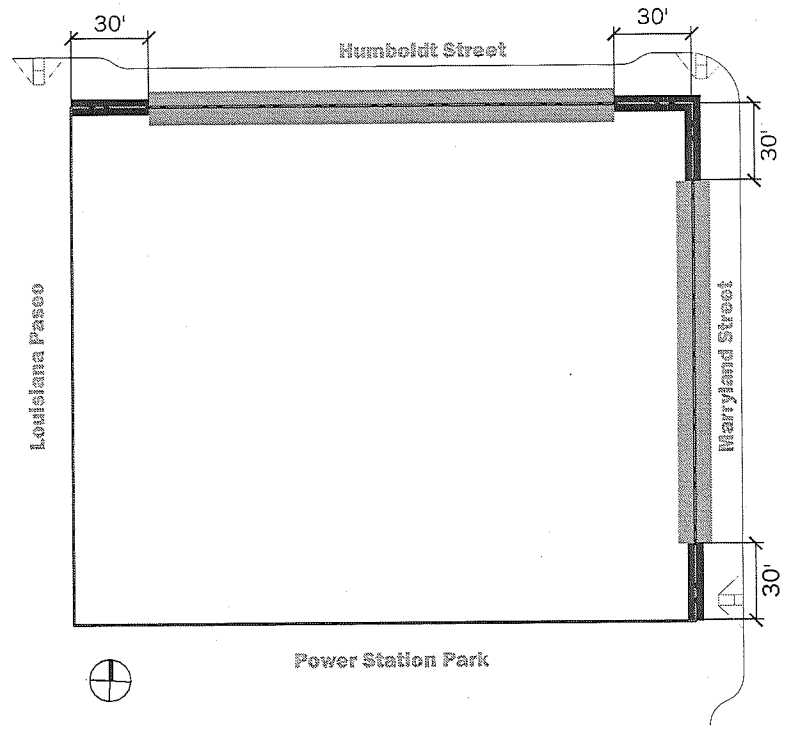


Figure A.7.3 Block 7 Ground-Floor Uses



- Block Boundary
- Potential Build-to Line
- Sidewalk Encroachment
- Curb Line
- Building Address Frontage
- Priority Retail Frontage
- Active Use Frontage
- Corner with Active Uses

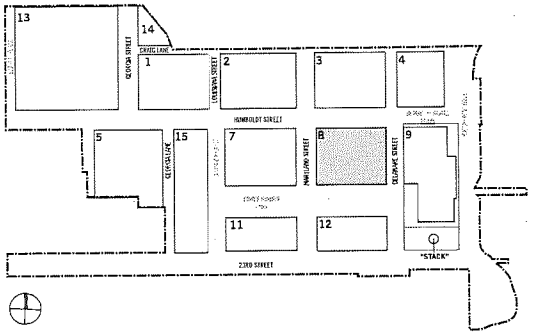
Figure A.7.4 Block 7 Parking and Loading



- Block Boundary
- Potential Build-to Line
- Curb Line
- Potential Parking and Loading Entry Frontage*
- 30' Loading Prohibited Zone

* One loading entry and one parking entry allowed per building, with exceptions as listed in Section 6.20.

A.8 Block 8 Controls (Mid-rise Building)



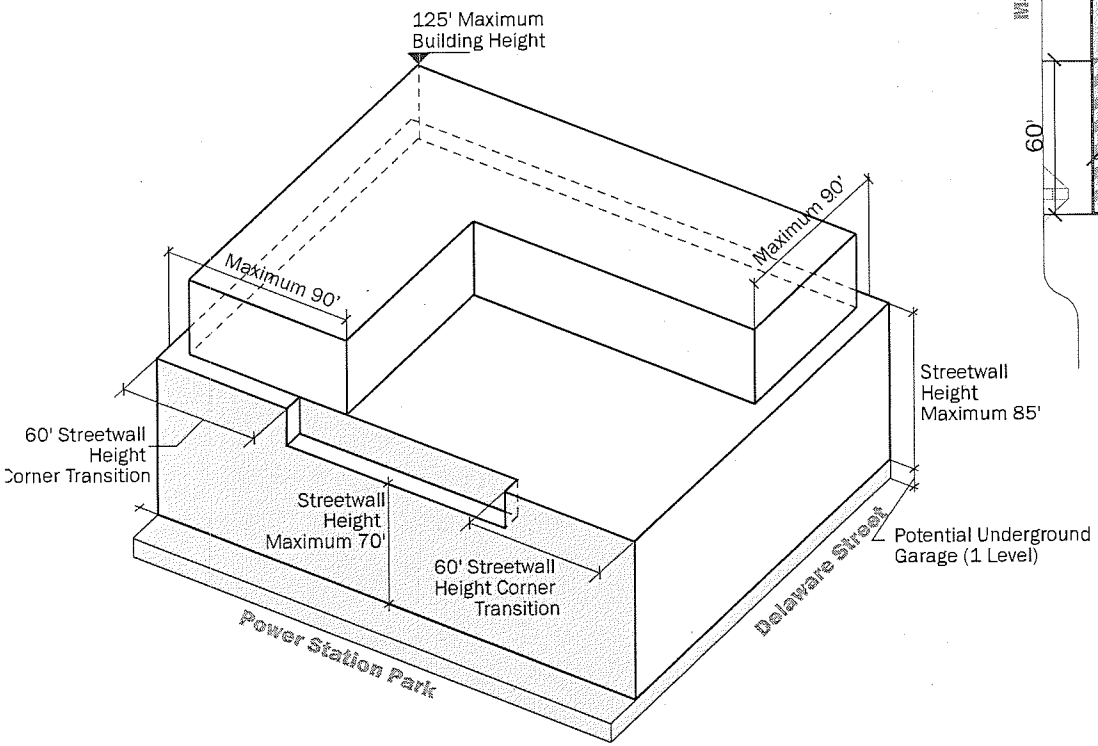


Figure A.8.2 Block 8 Bulk Controls Axon

Figure A.8.1 Block 8 Bulk Controls

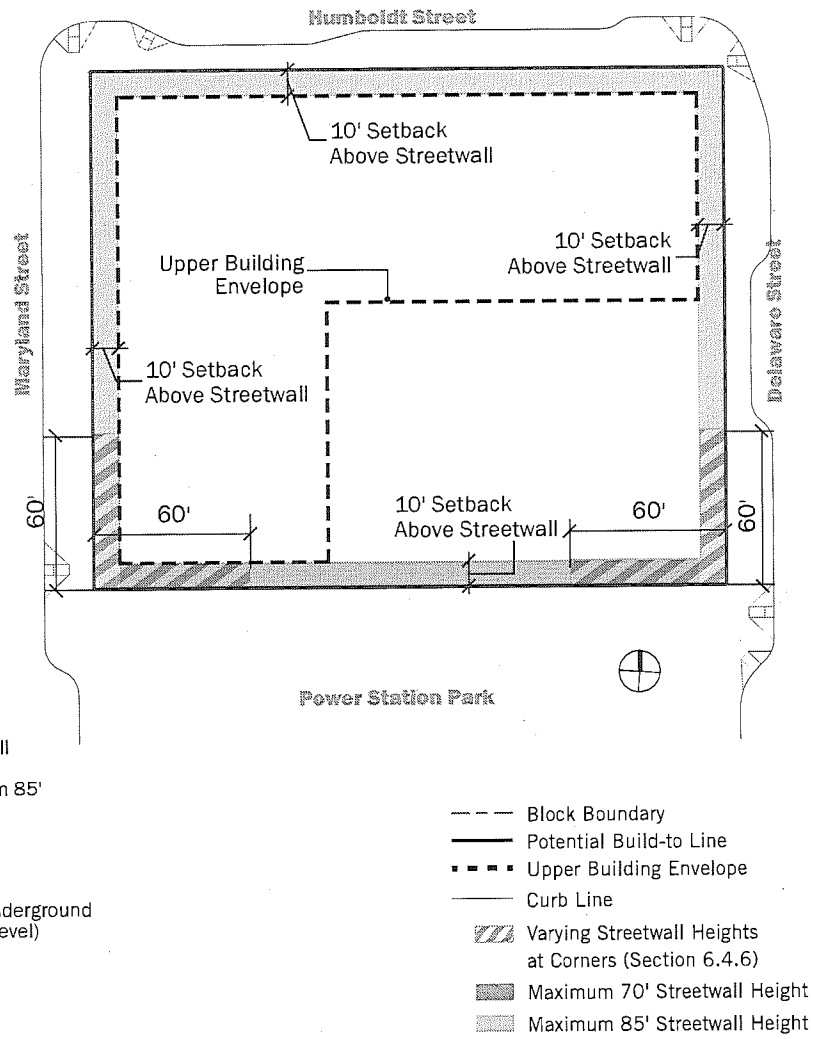
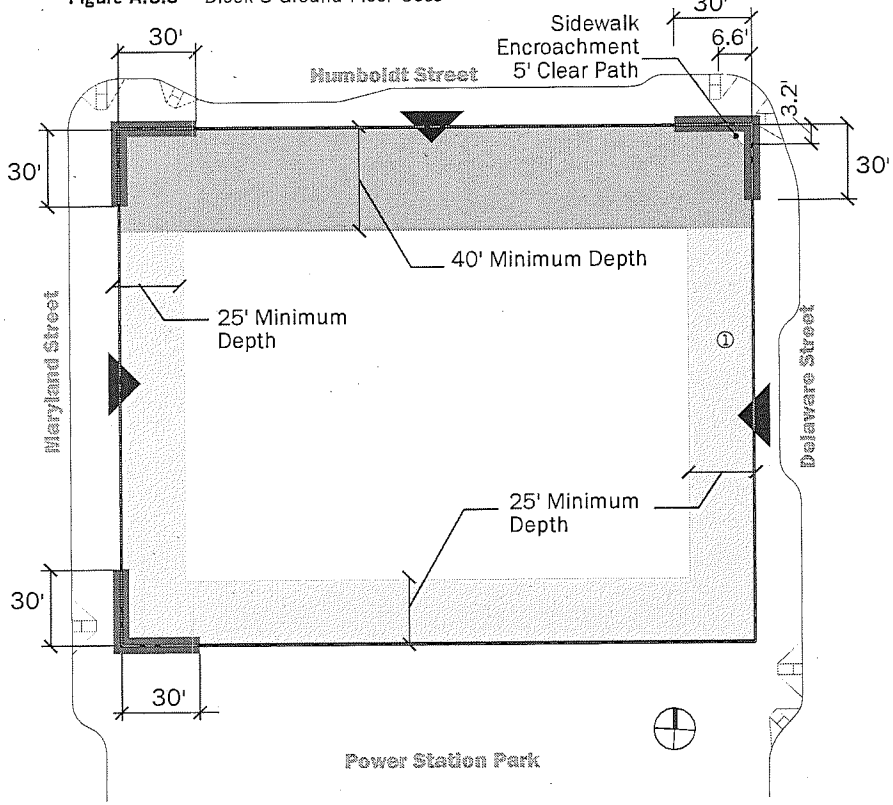


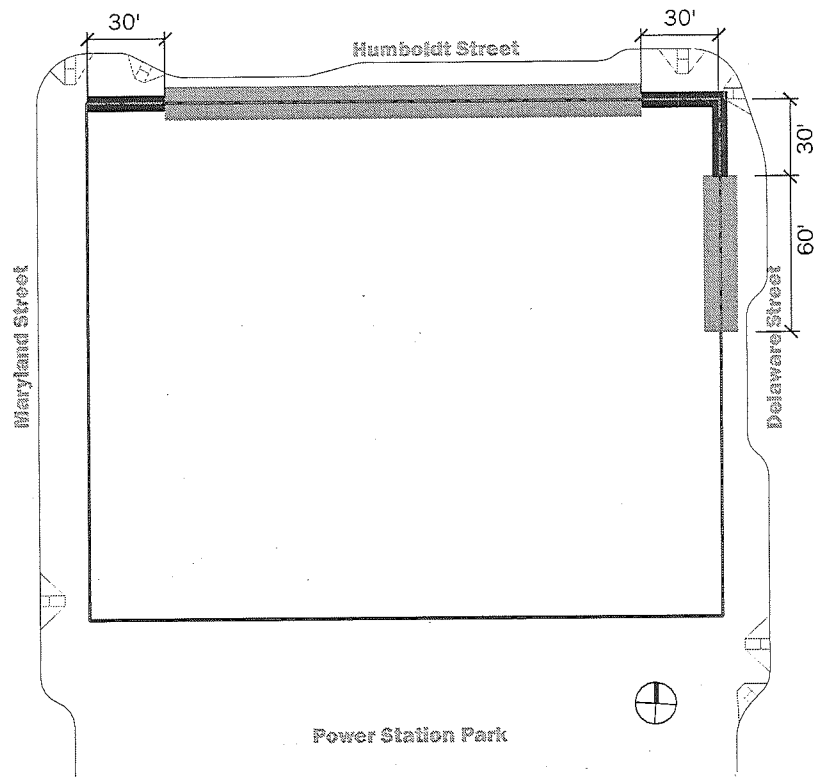
Figure A.8.3 Block 8 Ground-Floor Uses



- Block Boundary
- Potential Build-to Line
- Sidewalk Encroachment
- Curb Line
- Building Address Frontage
- Pricrity Retail Frontage
- Active Use Frontage
- Corner with Active Uses

Note:
① Transit Support Facilities shall be provided along the east side of Block 8, see Section 6.10.2

Figure A.8.4 Block 8 Parking and Loading



- Block Boundary
- Potential Build-to Line
- Curb Line
- Potential Parking and Loading Entry Frontage*
- 30' Loading Prohibited Zone

* One loading entry and one parking entry allowed per building with exceptions as listed in Section 6.20.

A.9 Block 9 Options

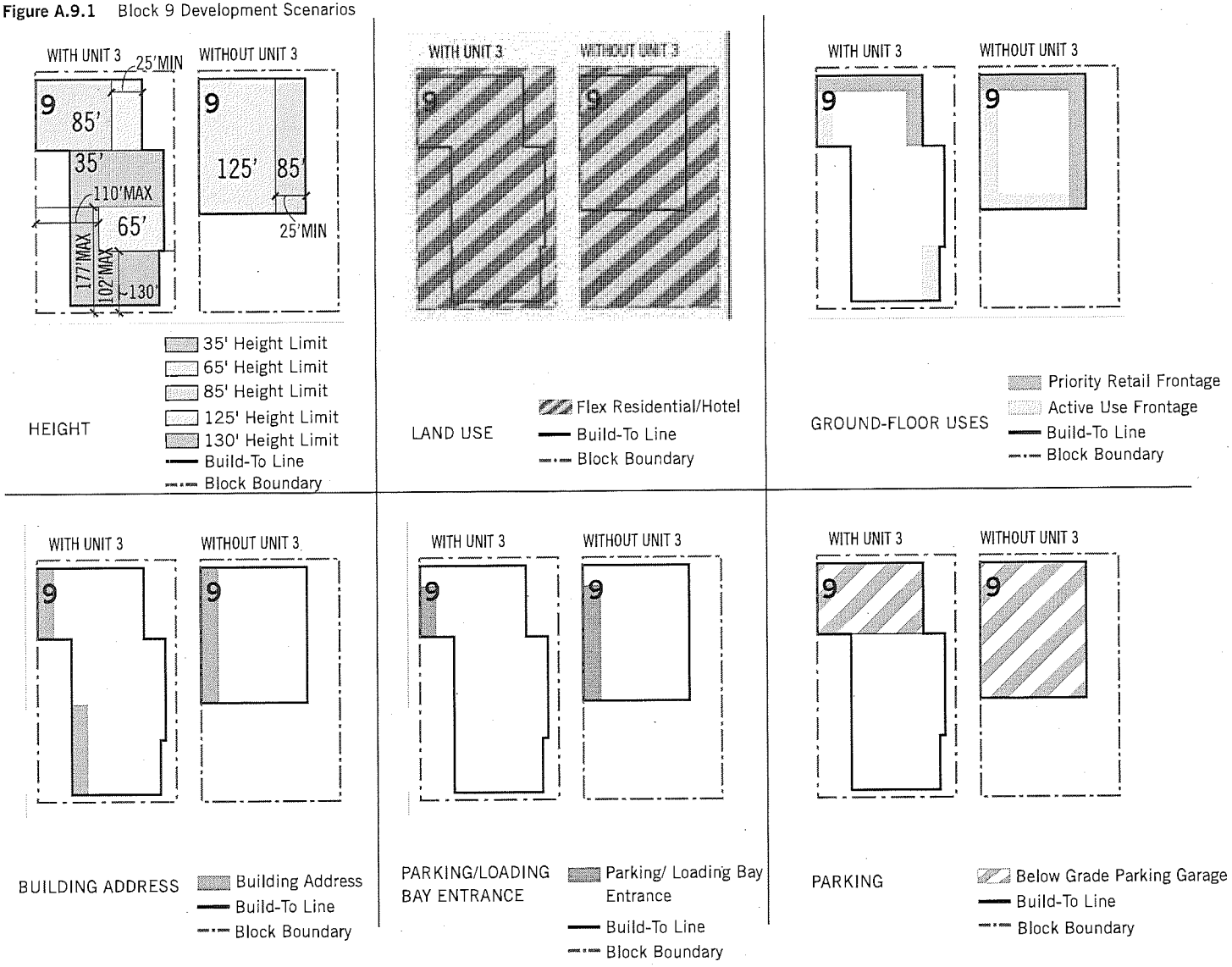
Block 9 currently contains the Unit 3 power block structure. Two options for the block have been envisioned – one where Unit 3 remains and is repurposed with a hotel, and another option where the structure is demolished and replaced with open space and a building with either hotel or residential uses.

Option 1: With Unit 3
In Option 1, the Unit 3 power block would remain and become repurposed as a hotel, residential building, or combination of the two. This option would require the removal of obsolete mechanical equipment within Unit 3, such as the boiler. In some areas, subject to the standards discussed below, the building envelope could increase to create a floorplate more suitable for rehabilitation. The standards and guidelines given in Section 6.13 will guide development on this block under Option 1.

Option 2: Without Unit 3
In Option 2, the Unit 3 power block would be demolished and a new building constructed pursuant to the controls contained in this D4D, in particular, see Section 6.11.8.

The following diagrams depict standards and guidelines contained in this D4D for Block 9 with and without Unit 3.

Figure A.9.1 Block 9 Development Scenarios



A.9A Block 9 Controls: With Unit 3

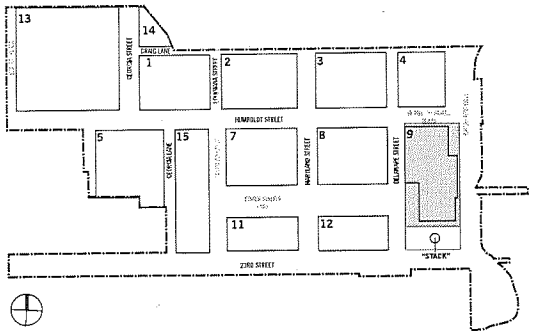
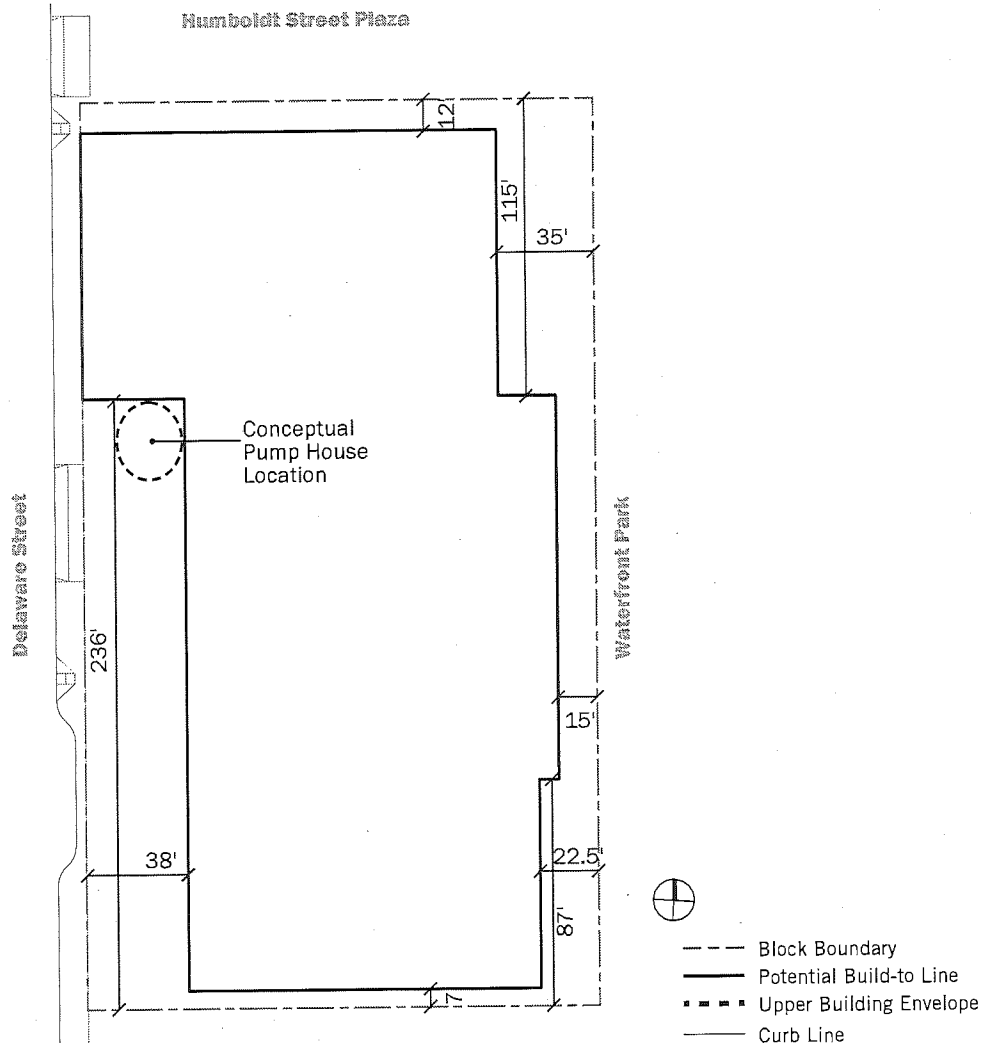
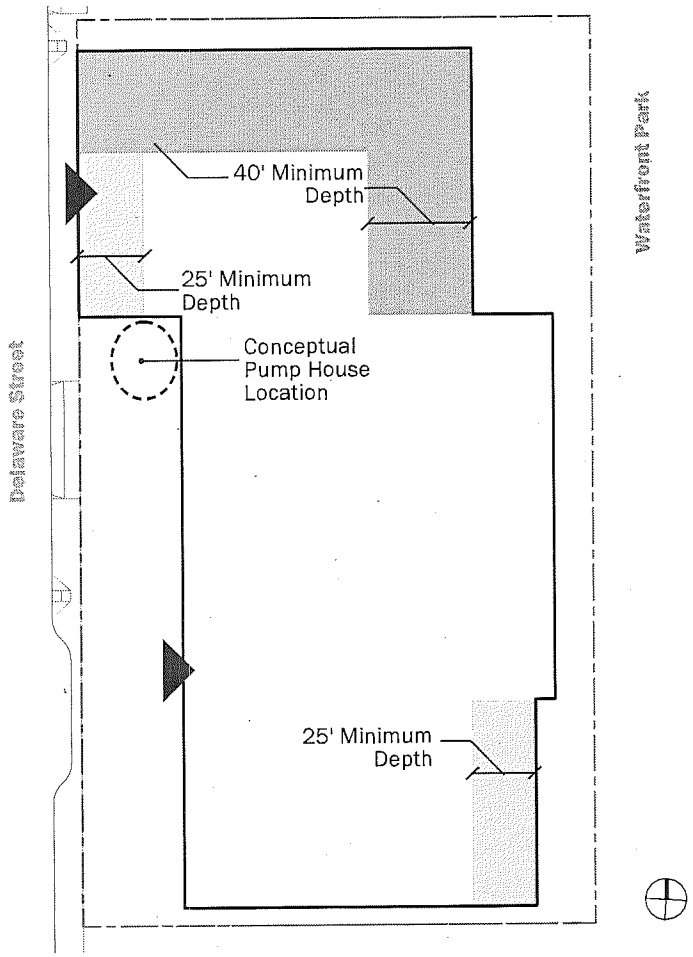


Figure A.9.2 Block 9A Setbacks



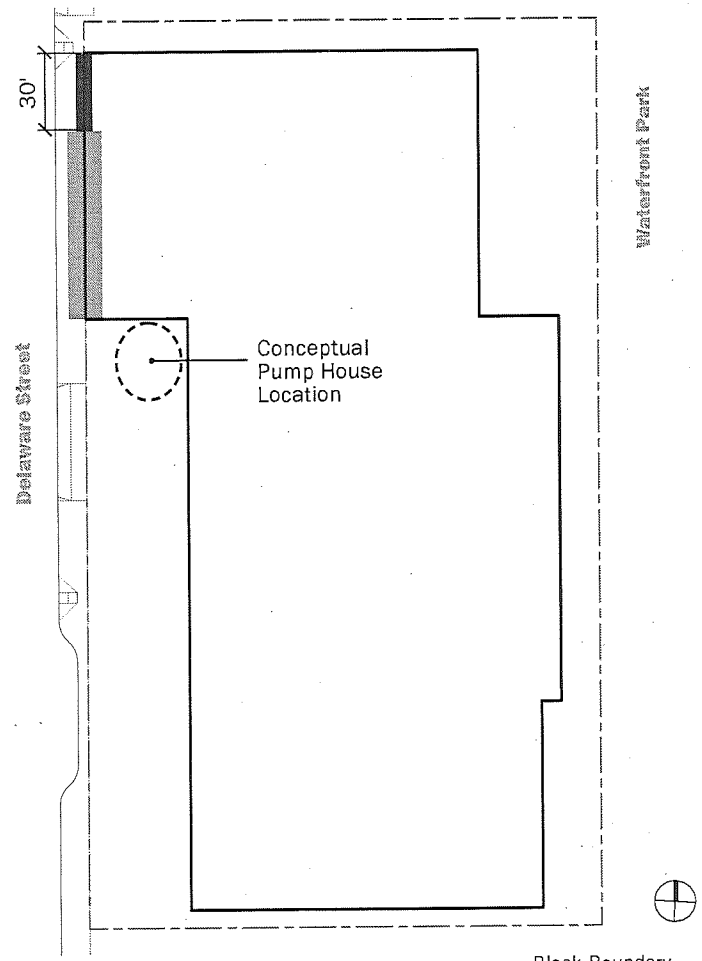
Note: Above a height of 36 feet, the building may project west of the 38-foot setback line by up to 17 feet, provided that SFFD can adequately service the building.

Figure A.9.3 Block 9A Ground-Floor Uses



- Block Boundary
- Potential Build-to Line
- Sidewalk Encroachment
- Curb Line
- Building Address Frontage
- Priority Retail Frontage
- Active Use Frontage

Figure A.9.4 Parking and Loading



- Block Boundary
- Potential Build-to Line
- Curb Line
- Potential Parking and Loading Entry Frontage*
- 30' Loading Prohibited Zone

* One loading entry and one parking entry allowed per building with exceptions as listed in Section 6.20.

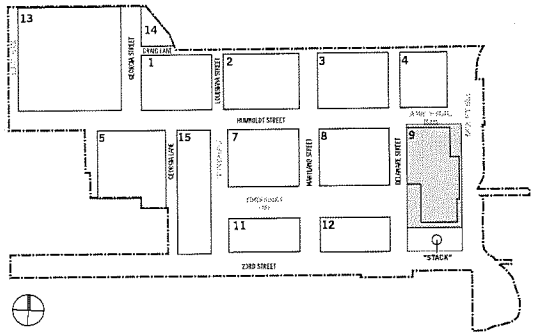


Figure A.9.5 Block 9A Height Controls

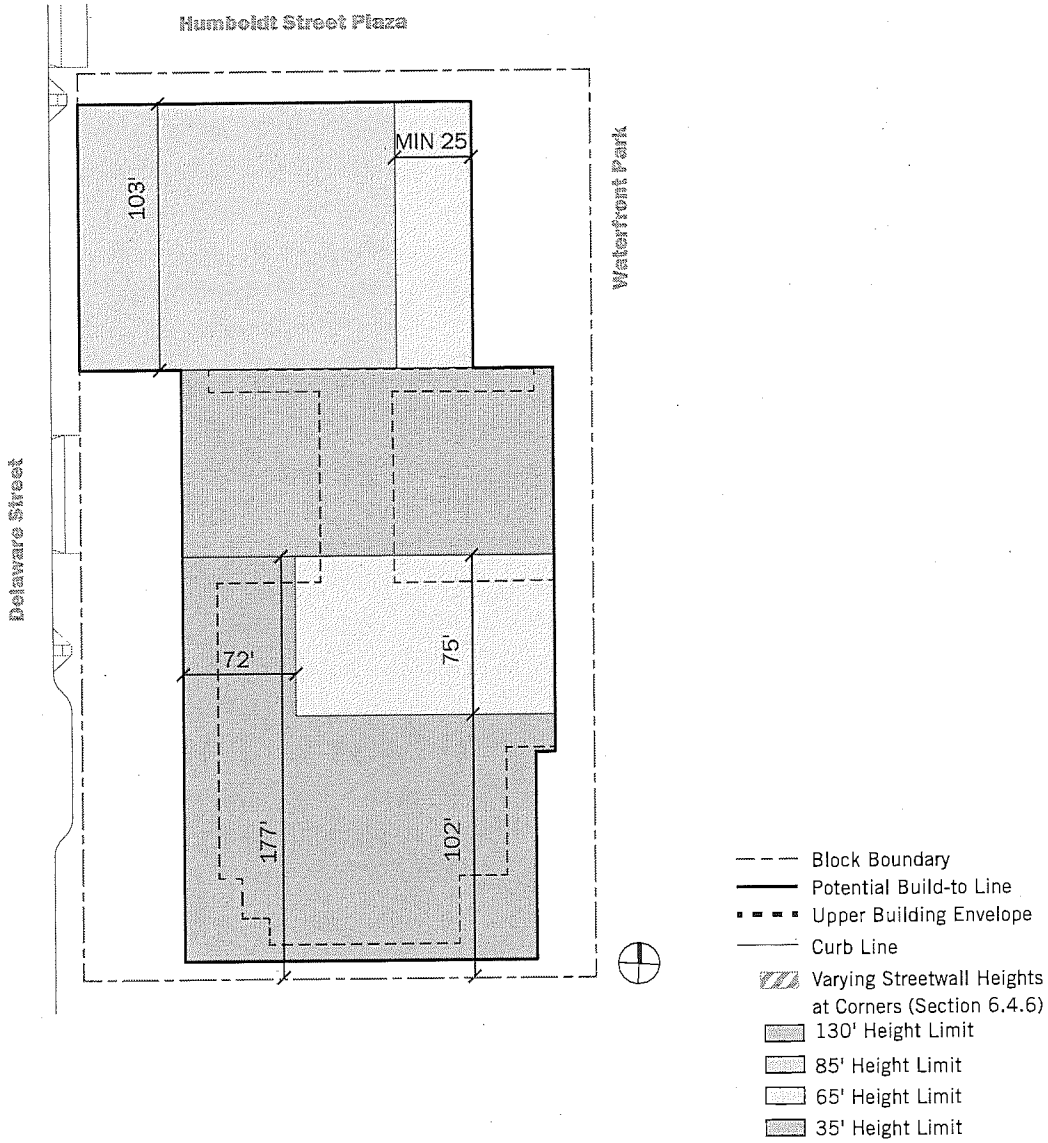
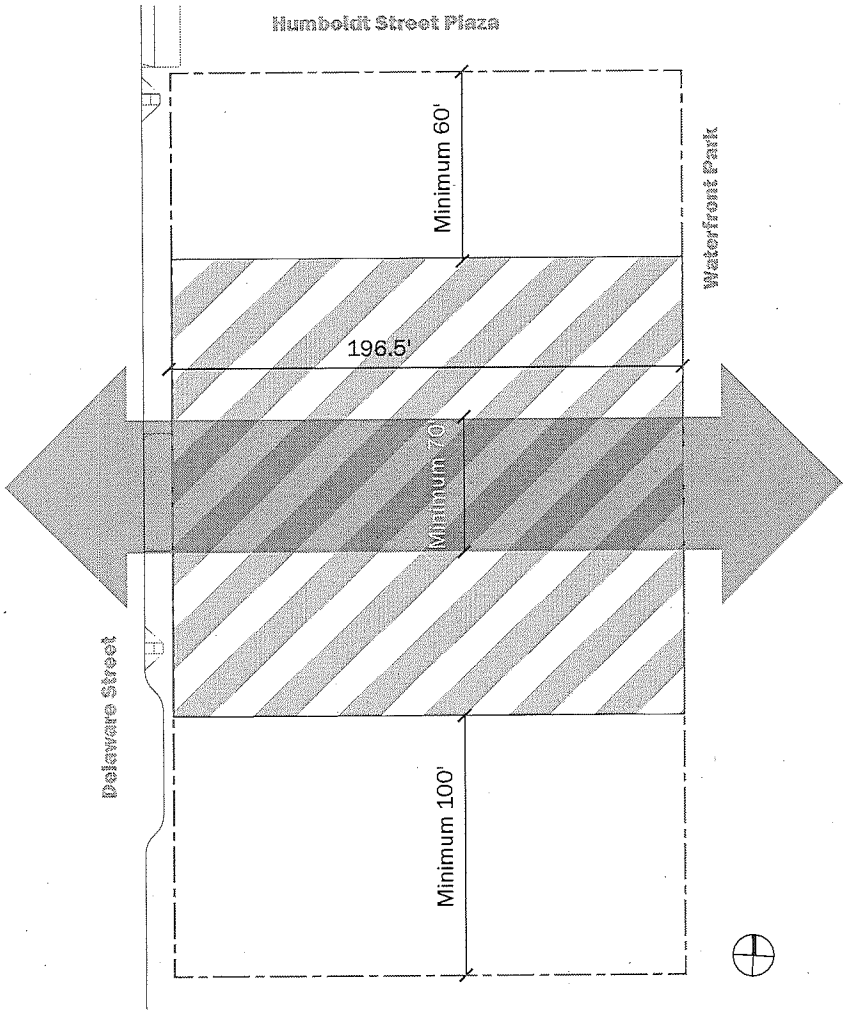
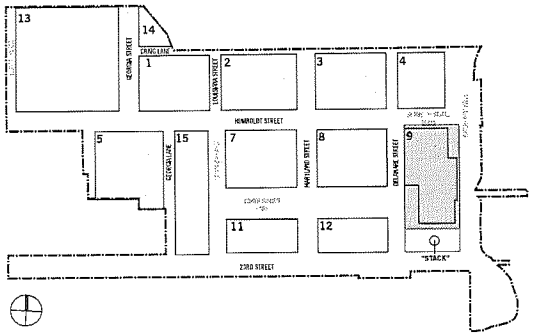


Figure A.9.6 Block 9A Access Corridor Requirement



Property Line
Build-to Line
Curb Line
Allowed Corridor Zone
Turbine Plaza / Waterfront Access Corridor
Note: At least 65% of the area within corridor must be open to the sky. Exceptions apply; see Section 6.13.2.

A.9B Block 9 Controls: Without Unit 3



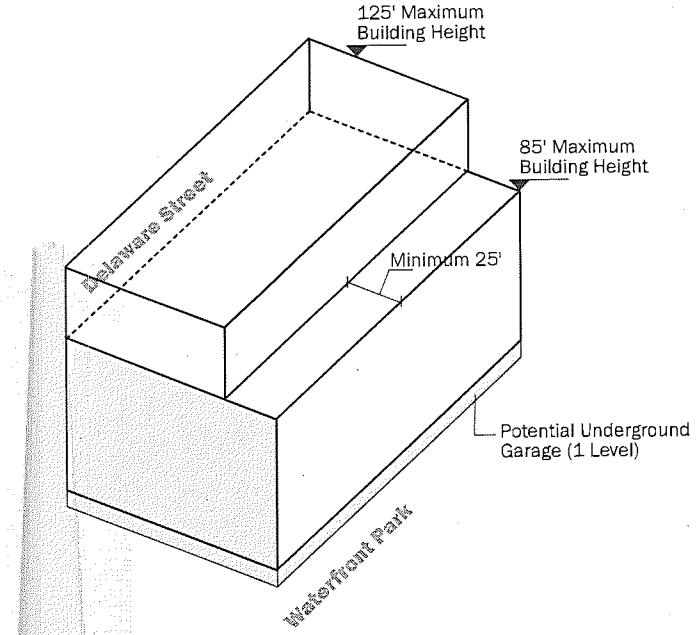


Figure A.9.8 Block 9B Bulk Controls Axon

Figure A.9.7 Block 9B Setbacks

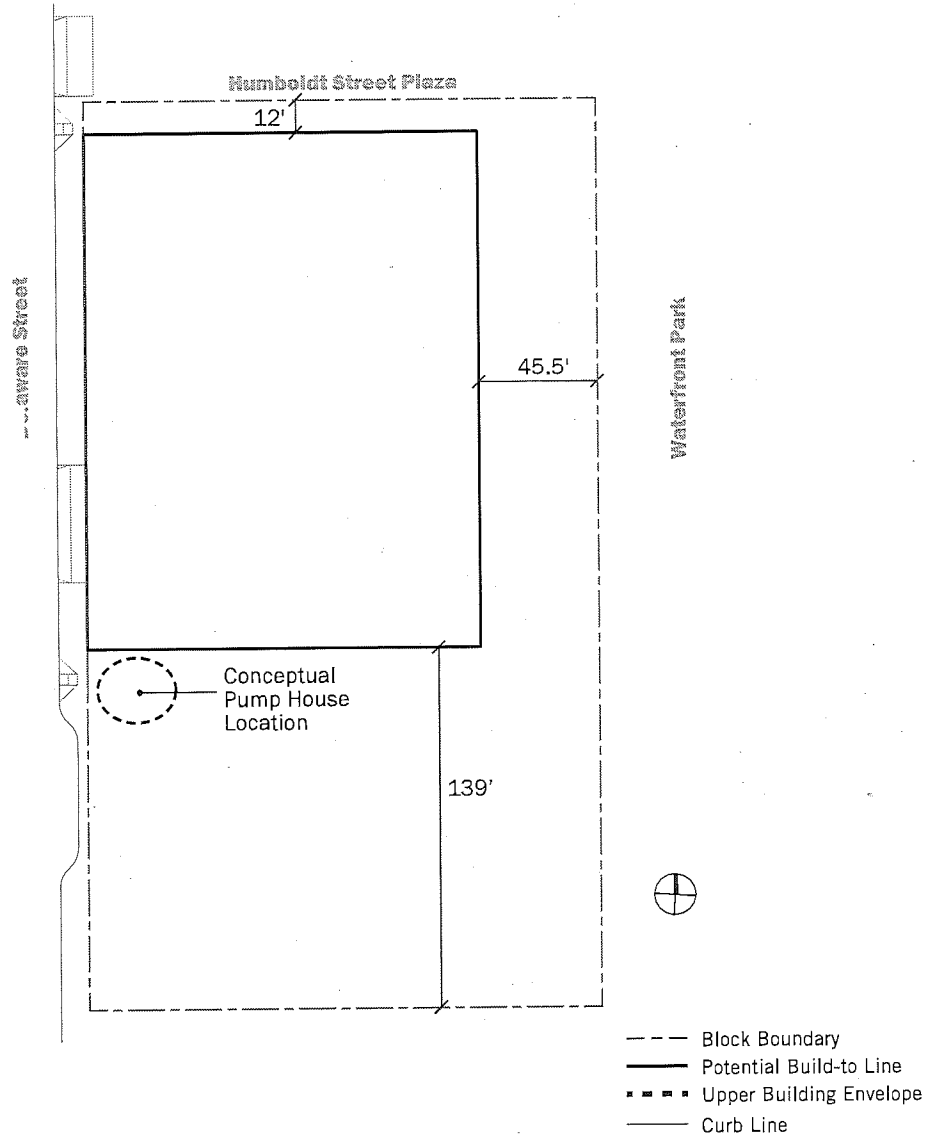


Figure A.9.9 Block 9B Ground-Floor Uses

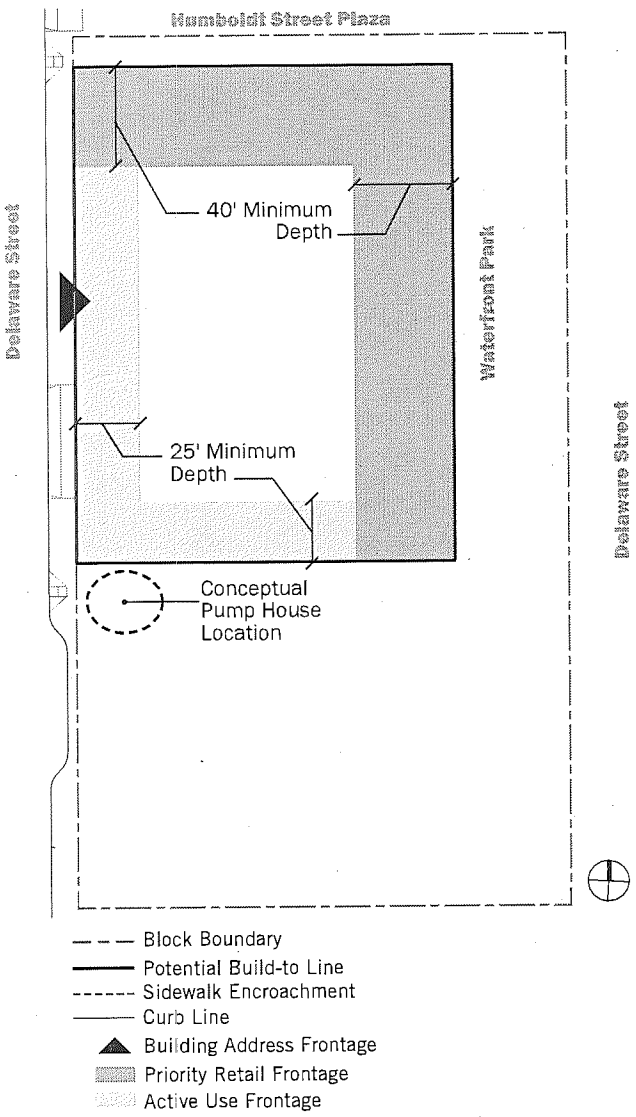


Figure A.9.10 Block 9B Height Controls

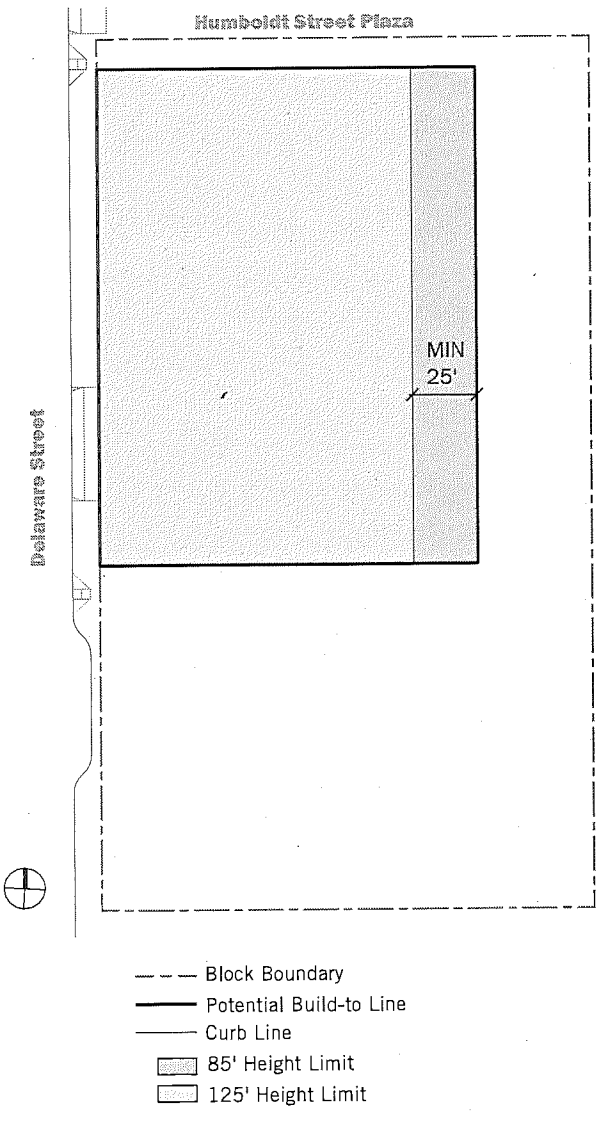
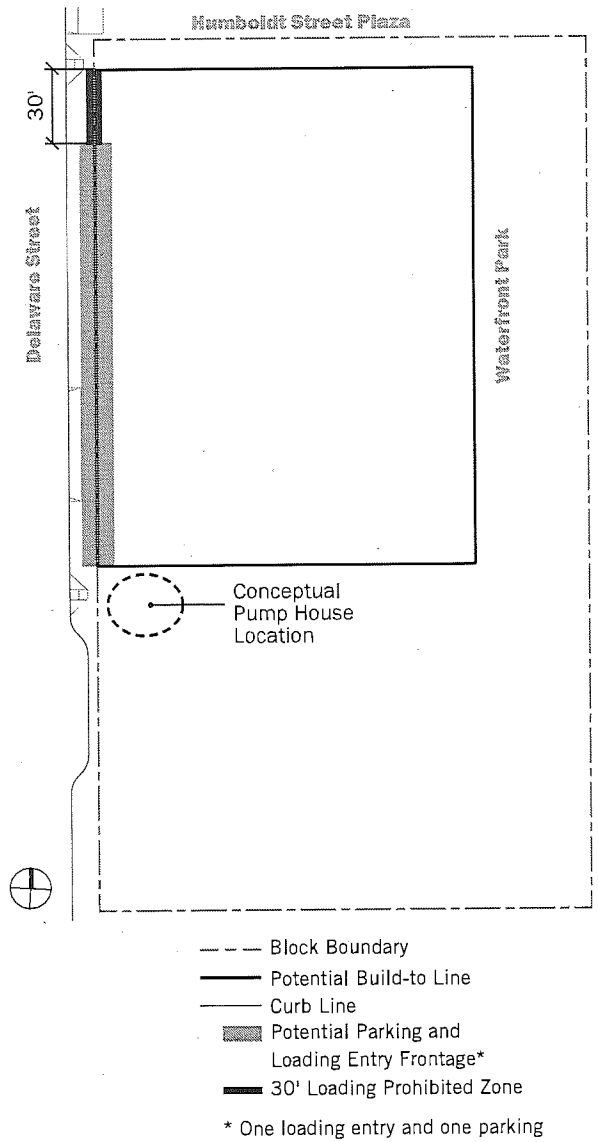
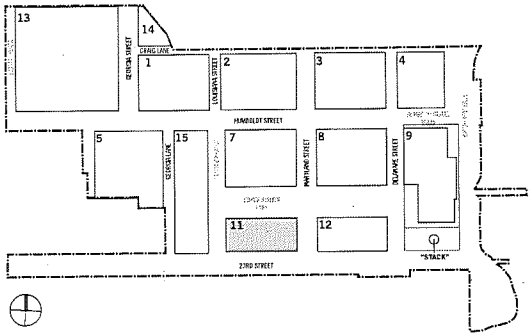


Figure A.9.11 Block 9B Parking and Loading



A.10 Block 11 Controls (Mid-rise Building)



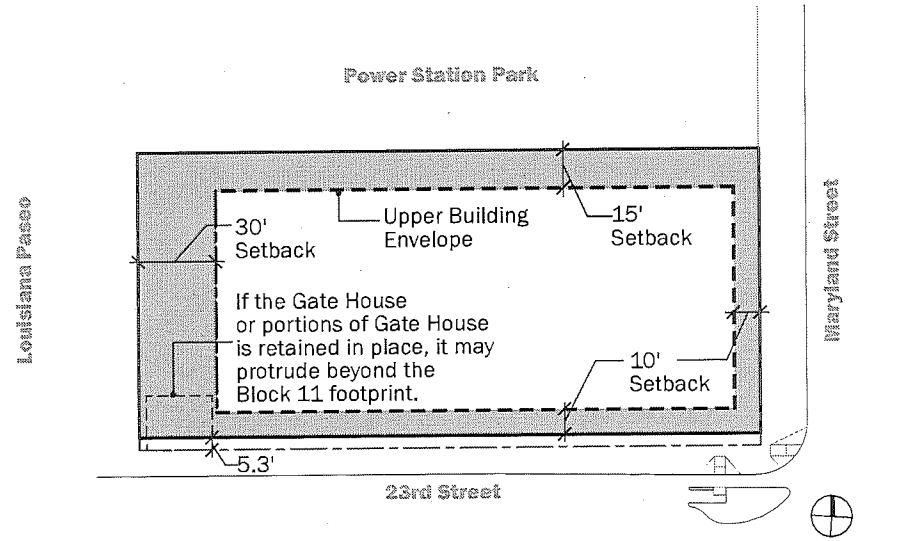


Figure A.10.1 Block 11 Bulk Controls

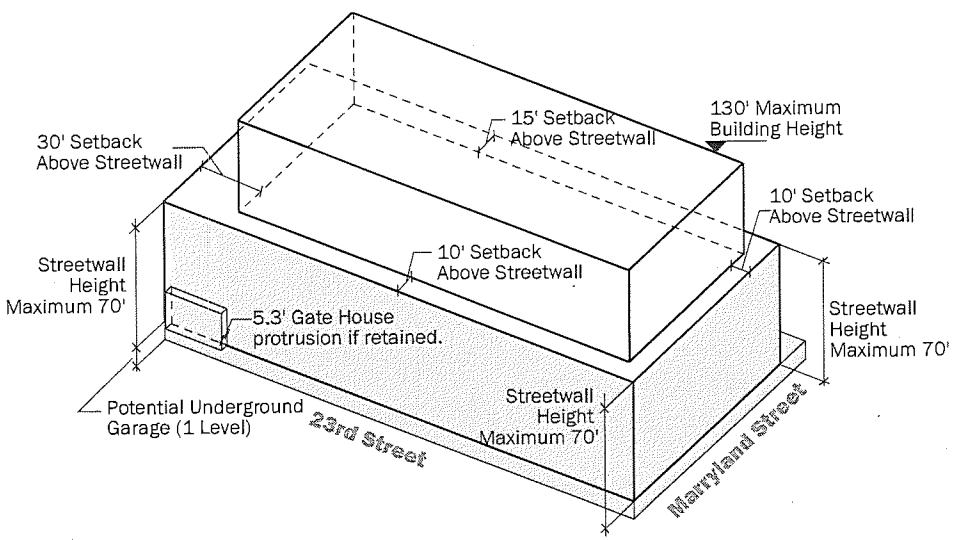
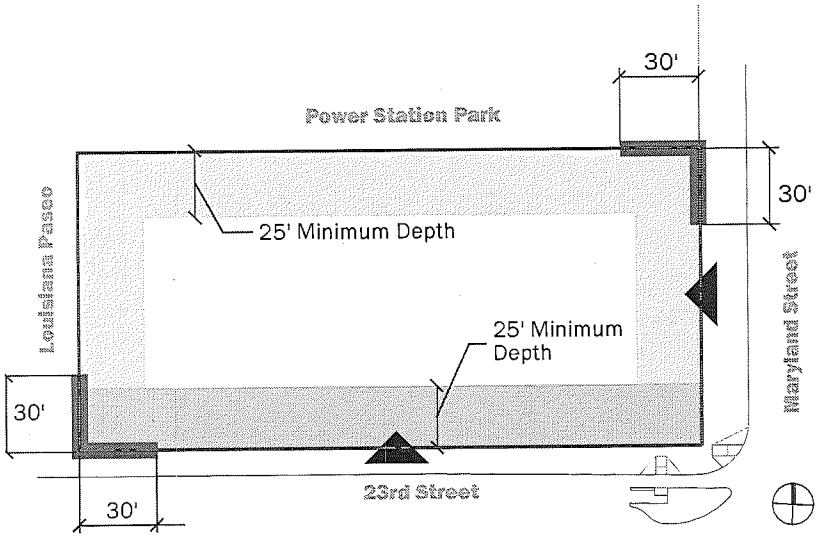


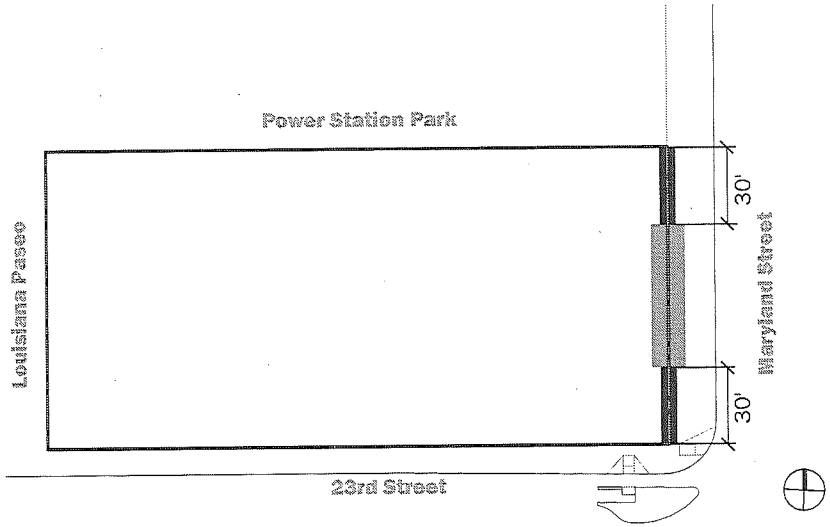
Figure A.10.2 Block 11 Bulk Controls Axon

Figure A.10.3 Block 11 Ground-Floor Uses



- Block Boundary
- Potential Build-to Line
- Sidewalk Encroachment
- Curb Line
- Building Address Frontage
- PDR Frontage
- Active Use Frontage
- Corner with Active Uses

Figure A.10.4 Block 11 Parking and Loading



- Block Boundary
- Potential Build-to Line
- Curb Line
- Potential Parking and Loading Entry Frontage*
- 30' Loading Prohibited Zone

* One loading entry and one parking entry allowed per building, with exceptions as listed in Section 6.20.

A.11 Block 12 Controls (Low-rise Building)

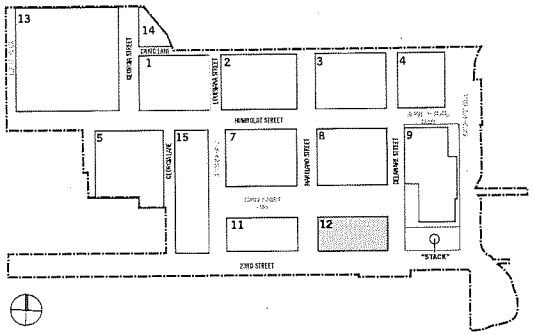
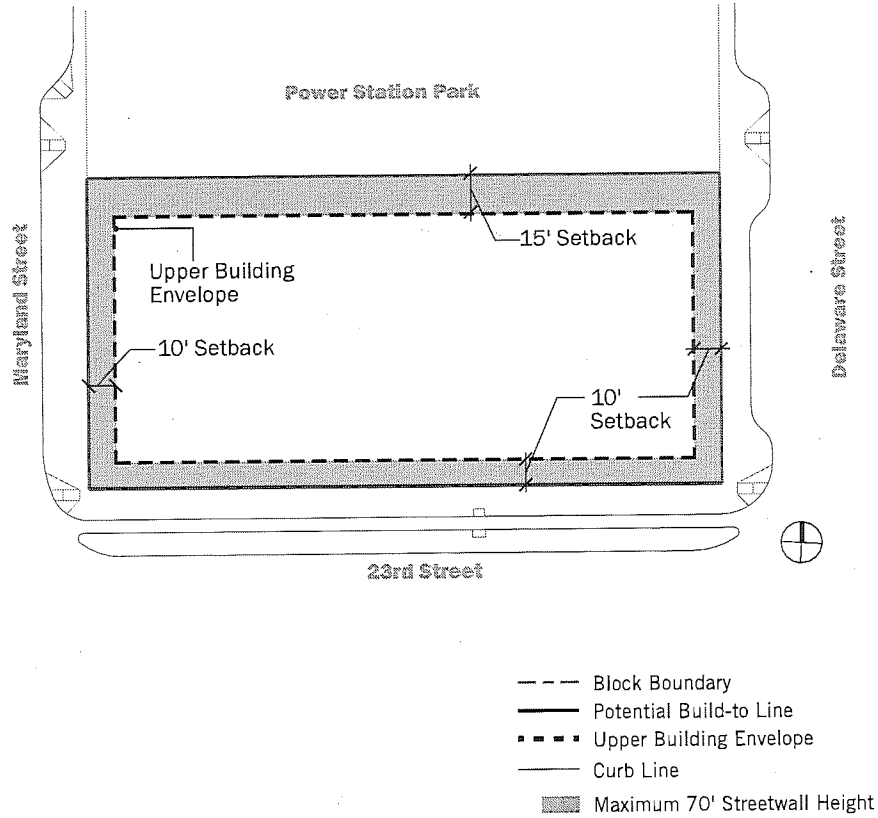


Figure A.11.1 Block 12 Bulk Controls



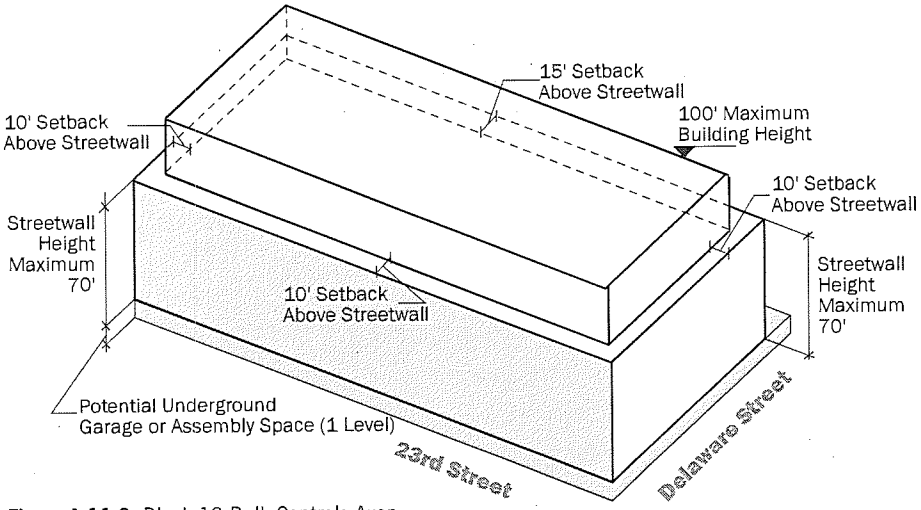
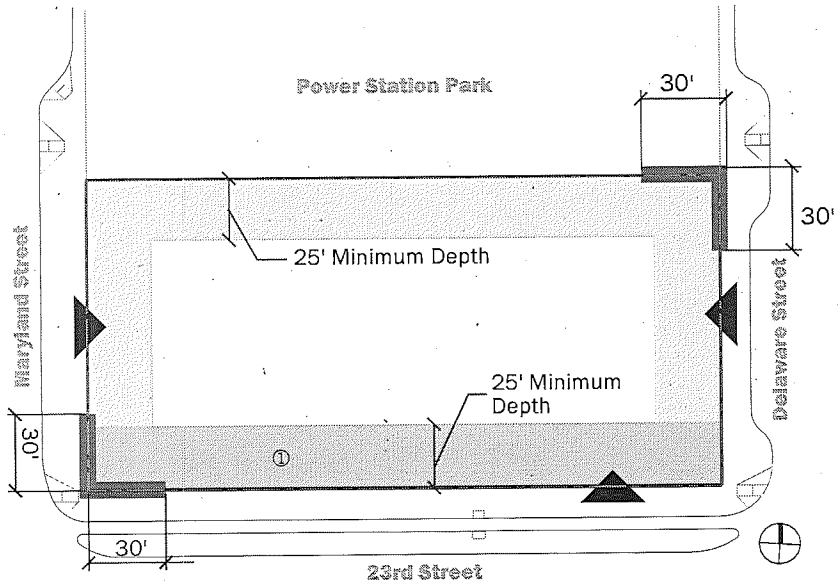


Figure A.11.2 Block 12 Bulk Controls Axon

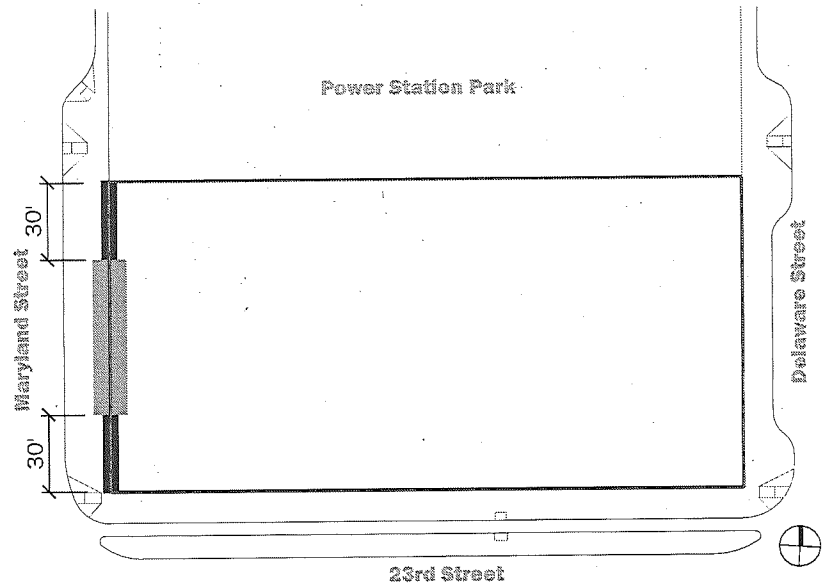
Figure A.11.3 Block 12 Ground-Floor Uses



— — — Block Boundary
——— Potential Build-to Line
------ Sidewalk Encroachment
——— Curb Line
▲ Building Address Frontage
PDR Frontage
Active Use Frontage
Corner with Active Uses

Note:
① Transit Support Facilities shall be provided along the south side of Block 12, see Section 6.10.1

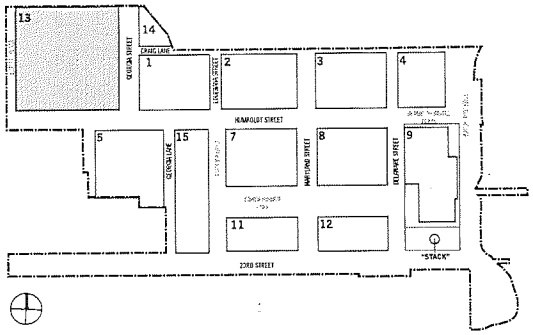
Figure A.11.4 Block 12 Parking and Loading



— — — Block Boundary
——— Potential Build-to Line
——— Curb Line
Potential Parking and Loading Entry Frontage*
30' Loading Prohibited Zone

* One loading entry and one parking entry allowed per building, with exceptions as listed in Section 6.20.

A.12 Block 13 Controls (Low-rise Building)



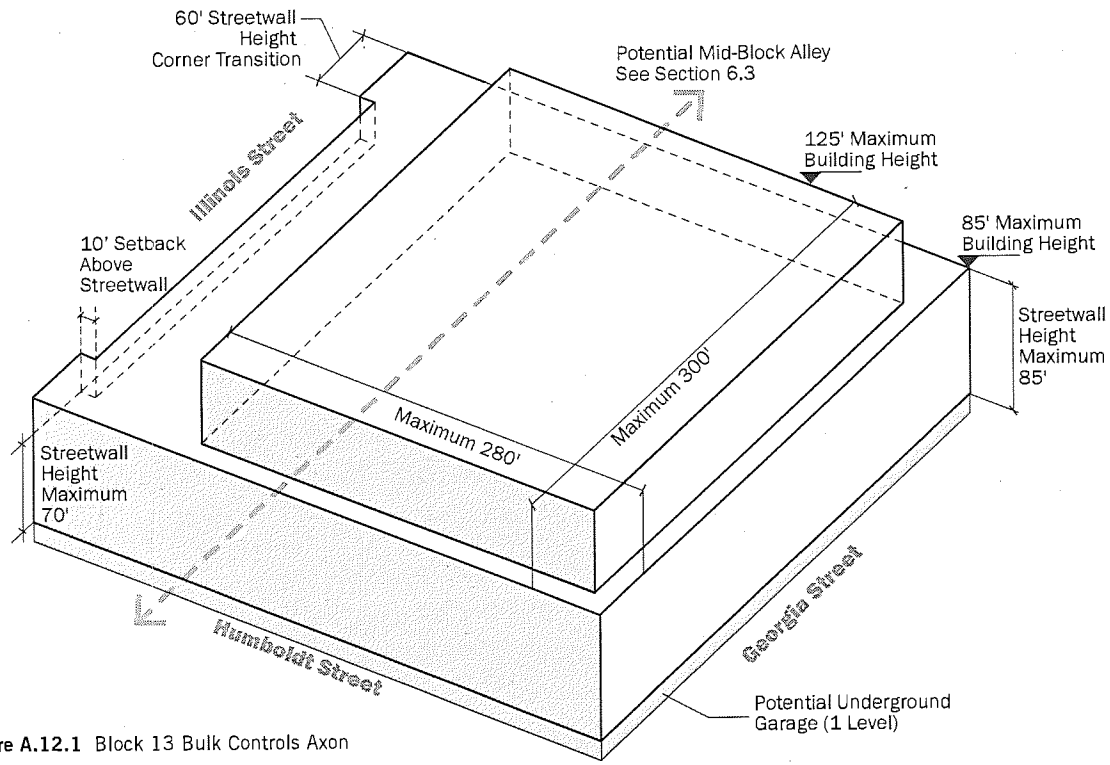


Figure A.12.1 Block 13 Bulk Controls Axon

Figure A.12.2 Block 13 Bulk Controls

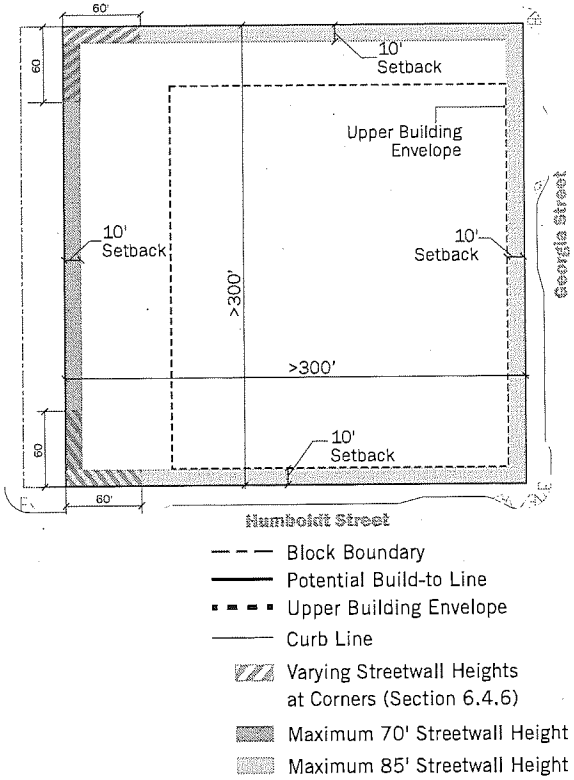
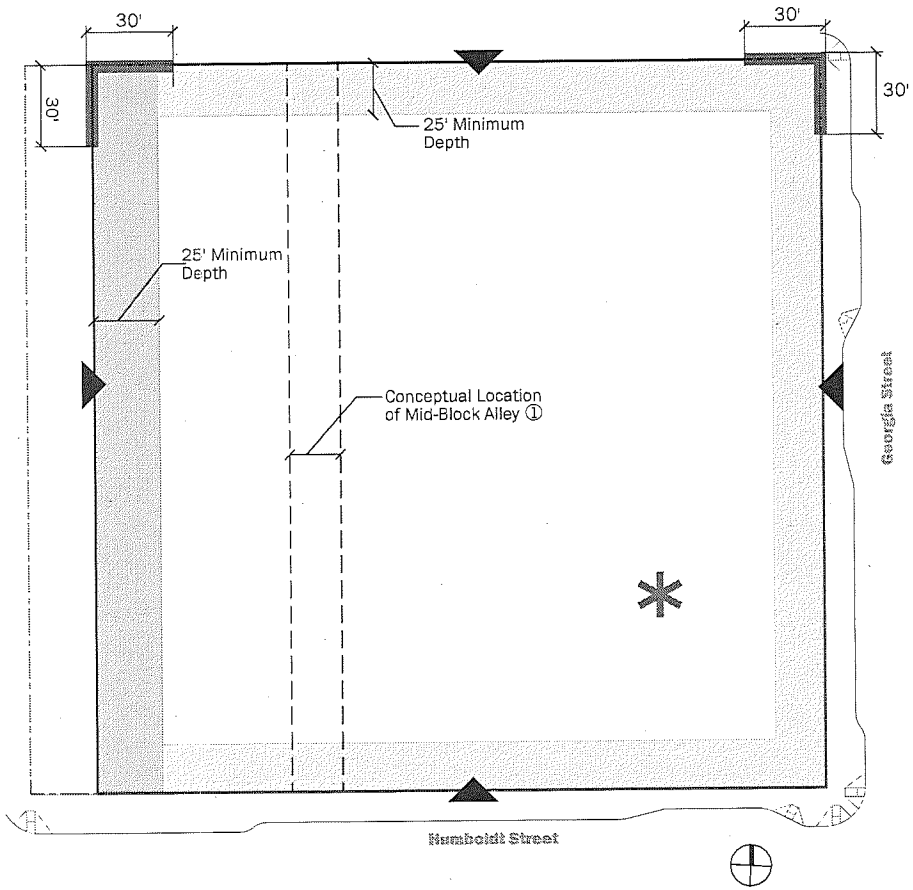


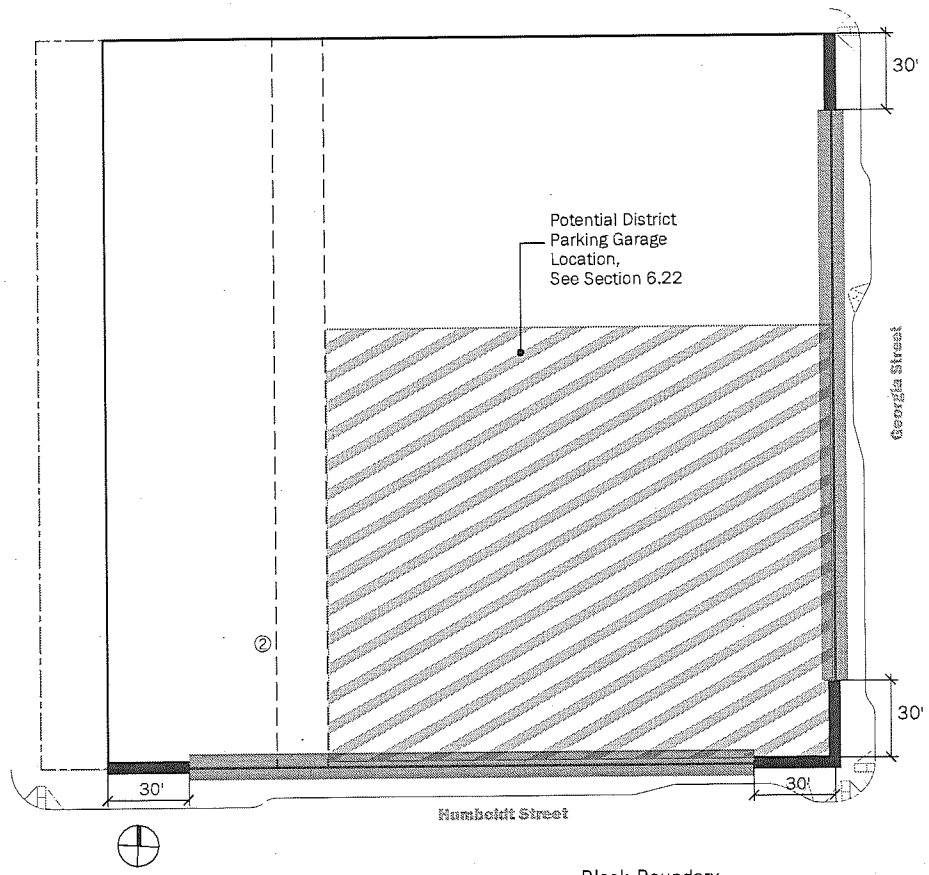
Figure A.12.3 Block 13 Ground-Floor Uses



- Block Boundary
- Potential Build-to Line
- Sidewalk Encroachment
- Curb Line
- Building Address Frontage
- PDR Frontage
- Active Use Frontage
- Corner with Active Uses
- Potential Grocery Store Location

Note:
① Active Lane Frontage is required on both sides of Mid-Block Alley. Exact location of Mid-Block Alley is to be determined during design of Block 13.

Figure A.12.4 Block 13 Parking and Loading

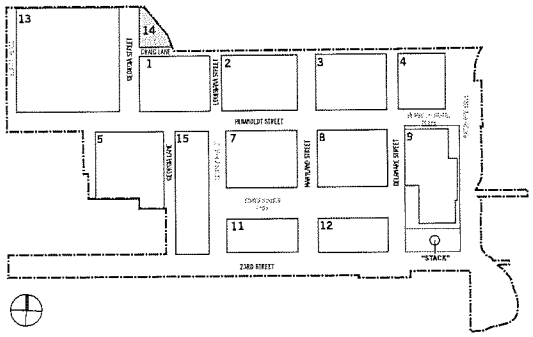


- Block Boundary
- Potential Build-to Line
- Curb Line
- Potential Parking and Loading Entry Frontage*
- 30' Loading Prohibited Zone
- Potential District Parking Garage

* One loading entry and one parking entry allowed per building, with exceptions as listed in Section 6.20.

Note:
② Potential Parking and Loading Entry Frontage is allowed on both sides of Mid-Block Alley. Exact location of Mid-Block Alley is to be determined during design of Block 13.

A.13 Block 14 Controls (Low-rise Building)



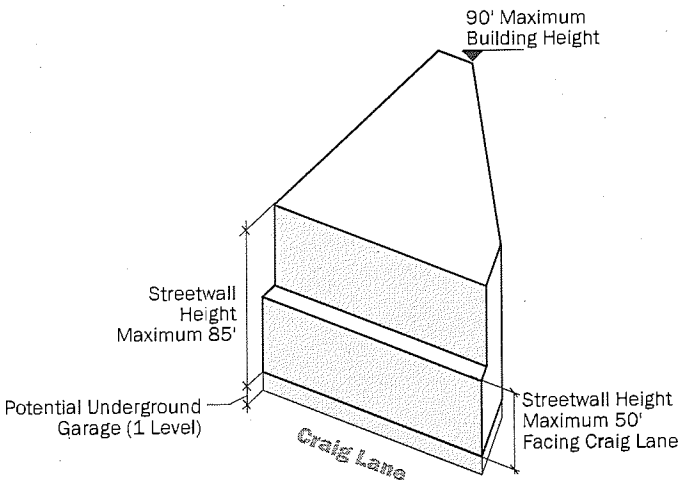


Figure A.13.2 Block 14 Bulk Controls Axon

Figure A.13.1 Block 14 Bulk Controls

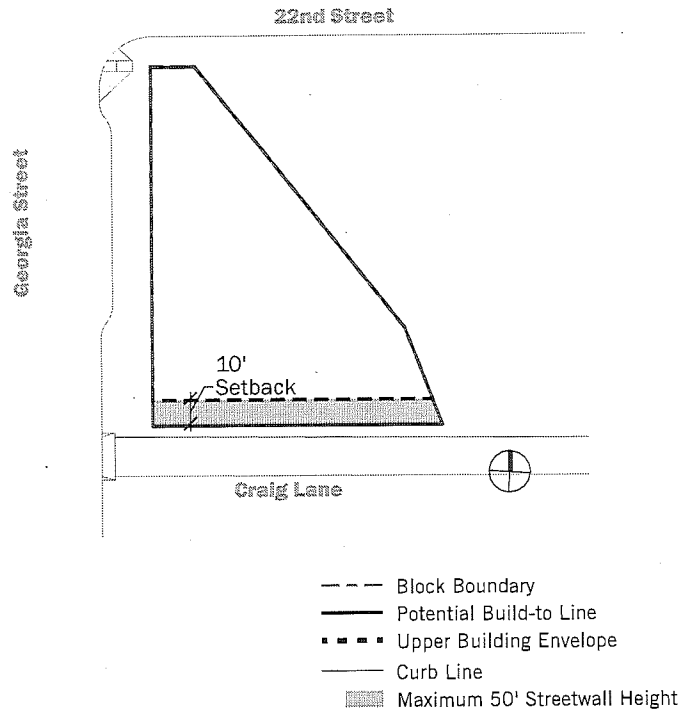
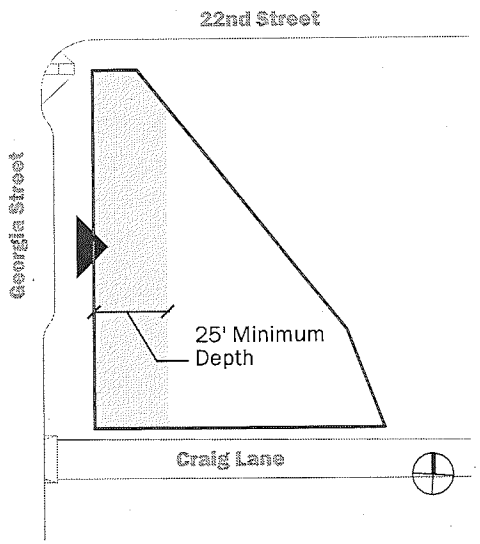
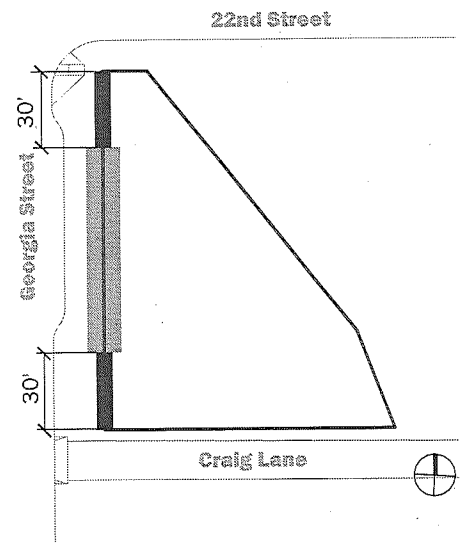


Figure A.13.3 Block 14 Ground-Floor Uses



- Block Boundary
- Potential Build-to Line
- Sidewalk Encroachment
- Curb Line
- Building Address Frontage
- Active Use Frontage

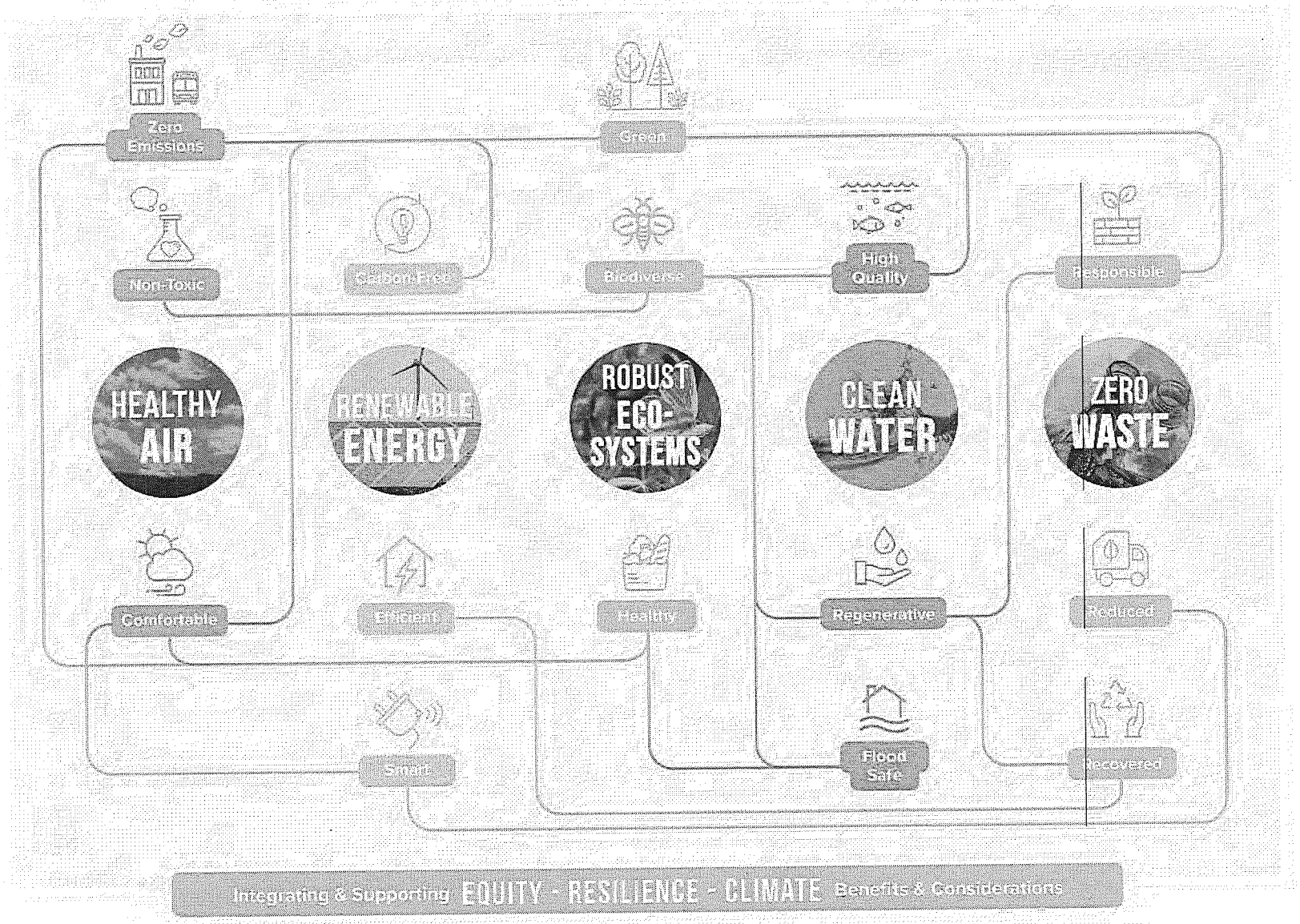
Figure A.13.4 Block 14 Parking and Loading



- Block Boundary
- Potential Build-to Line
- Curb Line
- Potential Parking and Loading Entry Frontage*
- 30' Loading Prohibited Zone

* One loading entry and one parking entry allowed per building, with exceptions as listed in Section 6.20.

San Francisco Sustainable Neighborhood Framework



B. Sustainable Neighborhood Framework

The Power Station will be an example for how to convert a formerly polluting power plant into a healthy, resilient, and regenerative community.

The City of San Francisco, led by SF Planning, in collaboration with fellow agencies, has been developing a Sustainable Neighborhood Framework, which builds on years of work around various "eco-districts" (e.g., Mission Rock, Central SoMa Area Plan) and global best practices. The Framework seeks to synthesize citywide sustainability, climate, and resilience-related policies into a comprehensive yet streamlined tool that helps any scale development amplify environmental performance, quality of life, and community co-benefits. It also seeks to ensure investments throughout the built environment support San Francisco's global commitment to be a net-zero city by 2050 by embedding the City's bold and urgent climate and related goals: healthy air, renewable energy, clean water, robust ecosystems, and zero waste.

As a platform, the Framework aims to:

- Provide a consistent vision and set of priorities for sustainable development throughout the City
- Advance equity and climate resilience through the thoughtful, integrated, and innovative pursuit of environmental sustainability regulations
- Help identify opportunities, constraints, best practices, and potential partnerships for success

Neighborhood- or district-sized developments are an ideal scale for maximizing the effectiveness and efficiency of environmental sustainability and climate resilience aims. Potrero Power Station was invited to help pilot this program during its development, starting with the draft Framework issued by the City in late 2017. Over the past two years, the Power Station team worked with City staff in an iterative process to use and refine the framework as best fits the opportunities and constraints of the project. For each of the Sustainable Neighborhood Framework's five goals, a robust table summarizes related existing regulations (at the time of this publication), project-specific goals to achieve by build-out (non-binding), relevant standards and guidelines (required), and considerations (recommendations) that are found and detailed throughout the D4D. Together, this comprehensive approach to sustainable development supports the Potrero Power Station project's ability to become an exemplary neighborhood in San Francisco.

Potrero Power Station Carbon Reduction Approach

An overarching goal of the Potrero Power Station project is to create a low-carbon-emitting community, in response to the site's past use as a power plant and in accordance with San Francisco's ambitious climate goals. The project aims to reduce Greenhouse Gas (GHG) emissions in ways that also improve air quality, human health and wellness, water conservation, and resilience.

A preliminary GHG emissions assessment was undertaken during the master plan phase to determine where the greatest GHG impact could be made. The findings of this study influenced GHG-reduction strategies in several ways, as described below and illustrated at right.

TRANSPORTATION

The largest emitter is transportation, contributing 59% of the site's GHGs. The project's Transportation Demand Management Plan includes measures that address trip reduction, parking policy and pricing, and neighborhood and site enhancements. These reduce GHG emissions related to transportation by approximately 20% compared to the baseline for the site.

BUILDING OPERATIONS

Building energy use is next greatest, contributing 30% of GHG emissions. Of these, the residential buildings emit the largest part (13%), as this is the largest use in the site plan. Laboratory buildings are next (9%); despite comprising only a few parcels, these buildings have the highest energy use per square foot. The remainder of the 30% comes from office buildings (5%), hotel (2%), and retail (1%).

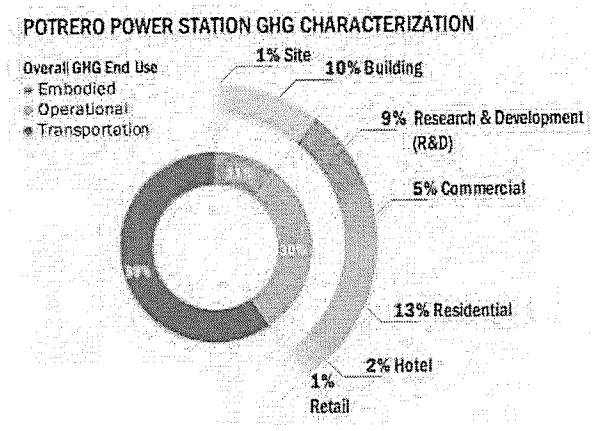
To address building energy GHG emissions, a smart, thermal energy approach is being considered, which pairs buildings of different uses in a way that reduces heating and cooling energy use. The project is also exploring the use of electrical energy for heating, cooling, and domestic hot water. Eliminating combustion for these uses reduces GHGs while improving local air quality. Using electricity also means that the project is "future-proofed" for a low-carbon grid – as the California energy grid adds renewables over time, the Power Station will continue to lower GHG emissions.

Over the course of 60 years, the combination of shared thermal energy plants and electrified buildings are estimated to reduce operational GHG emissions by approximately 30% beyond a development built to Title 24-2016 energy standards. Furthermore, buildings will meet San Francisco's Green Building Code, which includes requirements for energy efficiency that get more stringent with each Code cycle, further driving down GHGs.

EMBODIED CARBON

Lastly, 11% of GHGs came from embodied carbon of materials (the carbon emitted in the extraction, manufacture, transportation, and installation of materials to the site). Of this, approximately 1% is from the site development, and 10% from buildings.

Taken all together, Power Station project model shows that these strategies could reduce total project GHG emissions by approximately 20%, as compared with a standard development in the same area of San Francisco (See Figure Potrero Power Station GHG Emissions).



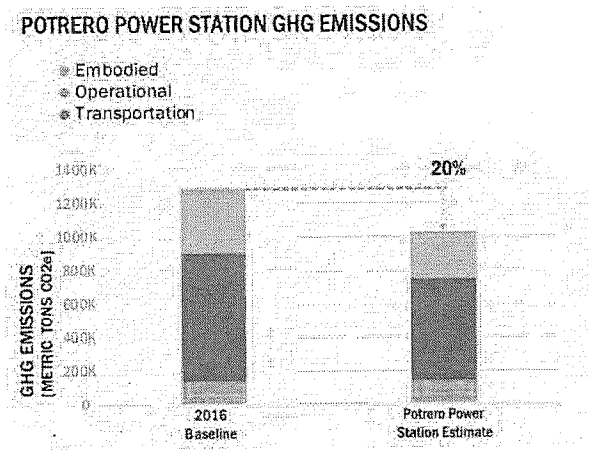


Table B.13.1 Sustainable Neighborhood Framework

GOAL 1

Ensure Non-Toxic & Comfortable Air Indoors & Out

EQUITY

OPPORTUNITIES: keep from exacerbating the health impacts of cumulative air pollution like respiratory and cardiovascular; decrease hospital visits for those with limited access to health insurance.

CONSIDERATIONS: projects in neighborhoods with populations with greatest sensitivity to extreme heat should take additional measures to provide habitable environments; population-specific health challenges may warrant additional study.

RESILIENCE

OPPORTUNITIES: better respond to heat waves and bad air quality days.

CONSIDERATIONS: integrate future heating and cooling needs into energy capacity scaling equipment; extreme heat puts pressure on essential services such as energy, transport, and health.

CLIMATE

OPPORTUNITIES: lower toxic pollutants; renewable electricity exports; reduced risks of ozone production due to higher temperatures.

CONSIDERATIONS: analyze long-term climate impacts of strategies to respond to high temperatures.

TARGETS	APPROACHES	EXISTING REQUIREMENTS	GOALS FOR THE POTRERO POWER STATION	POTRERO D4D STANDARDS AND CONSIDERATIONS
ZERO-EMISSION environments	**Land Use**		• TDM Plan that achieves Planning Code Compliant points target • Increase sustainable trips (walk, bike, transit, carpool) and encourage zero-emission vehicles for remainder • 25% of all off-street parking stalls will be equipped with a plug for electrical vehicle charging • Minimize or eliminate combustion within buildings	**Section 5 Streets** 5.2 Pedestrian Network 5.3 Bicycle Network 5.4 On-Street Class II Bicycle Parking 5.5 Transit Network 5.6 Shuttle Network **Section 6 Buildings** 6.18.8 Shared Thermal Energy Plants 6.18.9 All-Electric Buildings 6.18.20 Real Time Transportation Information Displays 6.20.3 Electric Vehicle Charging 6.20.4 Car Share 6.21.1 Bicycle Parking Ratios 6.21.6 Bicycle-Supportive Amenities 6.22.3 Maximum Parking Ratio
	All-Electric			
	Construction Practices	Construction Air Filtration [GBC]		
	Material Selection	Greenhouse Gas Emissions compliance checklist [CEQA]		
	Active Mobility	Transportation Demand Management (TDM)		
	Electric Vehicles	100% EV-ready off-street parking Installed chargers at 5% of spaces		
100% NON-TOXIC interiors	**Material Selection**	Low-Emitting Materials [GBC]	• All buildings required to achieve LEEDv4 Gold certification and pursue at least three points under specific LEED materials and resources credits to encourage disclosure from materials manufacturers, prioritize responsible material selection and reduce whole building embodied carbon	**Section 6 Buildings** 6.8.10 Life-cycle Assessment 6.18.2 Non-toxic Building Interiors 6.18.4 Materials & Resources 6.18.11 Natural Ventilation 6.18.12 Natural Daylight 6.18.13 Solar Control and Exterior Shading 6.18.15 Biophilic Design 6.18.19 Climate Resilience
	Air Filtration	High Quality Air Filtration [GBC]		
COMFORTABLE micro-climates	**Passive Exterior Cooling**	High Quality Air Filtration [Art 38]	• See Robust Ecosystems Goal	See Robust Ecosystems Goal
	Interior Respites			

Table B.13.1 Sustainable Neighborhood Framework (continued)

GOAL 2

RENEWABLE ENERGY

Achieve an Efficient & Fossil Fuel-Free Environment

EQUITY

OPPORTUNITIES: healthier air; lower utility costs & minimized rate volatility; improved indoor comfort; energy revenues for local economy; equal access to energy efficiency upgrades for renters; increase job opportunities for energy upgrade work.

CONSIDERATIONS: avoid passing upfront retrofit costs to residents; limited triggers/funding for existing building retrofits; explore opportunities for community-owned solar.

RESILIENCE

OPPORTUNITIES: reduced outages; emergency power supplies; reduced risk from natural gas explosions; secure against global oil price shifts and instability; better respond to heat waves and bad air quality days.

CONSIDERATIONS: plan for most vulnerable communities; tenant education about energy measures are great opportunities to foster stronger and connected communities.

CLIMATE

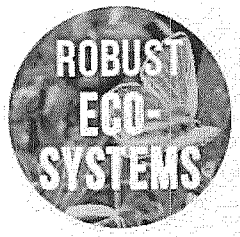
OPPORTUNITIES: emission free; Increasing energy efficiency reduces overall demand and accommodates fuel switching; reduce toxic pollutants.

CONSIDERATIONS: when assessing carbon footprint factor-in gas leak rates at well sites, forgo gas infrastructures to receive credits .

TARGETS	APPROACHES	EXISTING REQUIREMENTS	GOALS FOR THE POTRERO POWER STATION	POTRERO D4D STANDARDS AND CONSIDERATIONS
Maximum energy EFFICIENT environments	**Solar Orientation**	Reduce energy use by 5% [Title 24/ GBC]	• Buildings will consider passive design measures (orientation, massing, façade optimization) to reduce overall energy demand and active measures such as shared thermal energy plants to more effectively delivery energy to the buildings • All buildings required to achieve LEEDv4 Gold certification which includes optimized energy performance as a certification strategy	**Section 4 Open Space** 4.27.3 Thermal Energy Plant Piping Connection **Section 6 Buildings** 6.8.10 Life-cycle Assessment 6.18.1 Building Performance 6.18.8 Shared Thermal Energy Plants 6.18.11 Natural Ventilation 6.18.12 Natural Daylight 6.18.13 Solar Control and Exterior
	Building Form			
	Envelope & Façade Treatements			
	Mechanical Systems			
	Appliances			
	Vegetation			
100% CARBON-FREE energy	**On-Site Renewable Power Generation**	15% roof area installed with solar PV or solar thermal systems [GBC]	• Preferred locations for renewable energy production (PV and solar thermal hot water) based on solar access and visibility from other buildings, as outlined in Table 6.18.1 • Consider providing sufficient renewable energy generation and battery storage to support adequate power supply for up to 72 hours during emergencies and power outages. • Consider feasibility of meeting 100% of building energy demands with greenhouse gas free or renewable electricity through a combination of on-site renewable energy generation and green power purchase	**Section 6 Buildings** 6.18.9 All-Electric Buildings 6.18.10 Energy for Emergencies 6.18.21 Renewable Energy 6.19.1 Better Roofs 6.19.3 Photovoltaic Panels Table 6.19.1 Better Roofs Recommendations
	Solar Thermal Hot Water			
	Battery Storage			
	All-Electric			
	Green Power Purchase			

Table B.13.1 Sustainable Neighborhood Framework (continued)

GOAL 3



Support Biodiversity & Connect Everyone to Nature Daily

EQUITY

OPPORTUNITIES: access to healthy and affordable food; physical and mental health improvement; social cohesion and connection to one's environment; reduced exposure to noise, air pollution, and extreme heat; robust biodiversity minimizes rodent infestations.

CONSIDERATIONS: inequitable access, use, or quality of green spaces by vulnerable populations; additional maintenance costs (public & private); potential existing contaminants for safe food production.

RESILIENCE

OPPORTUNITIES: ecosystem services improve shoreline and urban flood management, reducing housing and work place instability and access due to flooding; planted hillsides are less susceptible to erosion and landslides; wildlife biodiversity.

CONSIDERATIONS: increased landscaping that includes too much impervious surface can increase flooding; poor plant selection or irrigation equipment can exacerbate water scarcity.

CLIMATE

OPPORTUNITIES: enhance climate regulation and carbon sequestration; reduce carbon footprint associated with to large-scale food production; distribution and waste; improve water efficiency.

CONSIDERATIONS: gas-powered lawn equipment exacerbates emissions and health impacts of landscaping; poor landscaping maintenance practices can lead to additional methane from decomposing green waste.

TARGETS	APPROACHES	EXISTING REQUIREMENTS	GOALS FOR THE POTRERO POWER STATION	POTRERO D4D STANDARDS AND CONSIDERATIONS	
GREEN space equivalent to 1/2 site area	**Open Spaces**	36 SF per unit, 48 SF if common space (does not require greening) [PC]	• Public access to 1,170 linear feet of waterfront, which will include planting and trees; 100% of waterfront areas to be publicly accessible • 100% of public realm stormwater managed by green infrastructure • Provide approximately 6.9 acres of parks and open space, which will include plantings and trees.	**Section 4 Open Space** 4.1 Open Space Network 4.3 Resilience and Adaptation 4.4 Open Space Pedestrian Circulation 4.6.7 Plants: Interpretation and Education 4.16 Waterfront Open Spaces 4.17 Waterfront Open Spaces – Circulation 4.18 Waterfront Outdoor Dining Food Service Areas 4.19 Waterfront Park	**Section 6 Buildings** 6.8.9 Living/Green Walls 6.19.1 Better Roofs
	Living Roofs	30% roof area as living roof [PC alt]			
	Green Walls				
	Green Infrastructure	Manage 25% of stormwater onsite [SMO option]			
BIODIVERSE landscapes of 100% climate appropriate, majority local species	**Right-Of-Way**	1 street tree every 20' [PC]	• 100% of greening to be climate appropriate or programmed to accommodate Active Use • At least 50% of understory plants should be California and San Francisco native plants and include pollinator species • Interpretive signage can support eco-literacy on site	**Section 4 Open Space** 4.5.1 Urban Forest Composition 4.5.3 Tree Species Selection 4.5.7 Tree Species Selection 4.6.1 Plants: Site and Program Specificity 4.6.3 Invasive Plants 4.6.4 Plant Selection **Section 5 Streets** 5.11.13 Habitat and Wildlife Connections	5.11.2 Tree Species Selection 5.12.5 Streetscape Planting Selection 5.12.7 Multistory Planting 5.13.8 Support Pollinator Habitat **Section 6 Buildings** 6.19.5 Living Roof Pollinator Habitat 6.19.6 Living Roof Uses
	Tree Canopy				
	Understory Planting				
	Natural Areas				
	Building Façades				
HEALTHY food & wildlife systems	**Buildings**	Bird Safe Buildings [PC]	• 100% of newly provided public and private streets to have sidewalks or recreation paths and nighttime lighting • Minimum of 25% of open space available for active recreation use (e.g., sports fields, flexible play areas) • Provide access to healthy and affordable food through permanent and temporary on-site amenities	**Section 3 Land Use** 3.1.1 Permitted Uses Table **Section 4 Open Space** 4.4 Open Space Pedestrian Circulation 4.9.9 Furnishing - Responsible Material Use 4.10 Bicycle Parking – Open Space 4.11.8 Permeable Paving 4.11.9 Wood Decking 4.11.10 Responsible Material Use 4.13 Wellness 4.24 Humboldt Street Plaza 4.28.1 Flexible Field 4.29.1 Sculptural Play Features 4.30 Louisiana Paseo 4.31 Rooftop Soccer Field	**Section 5 Streets** 5.2 Pedestrian Network 5.3 Bicycle Network **Section 6 Buildings** 6.17.1 Frontages for Wellness and Gathering 6.17.2 Frontages for Community Use 6.18.14 Active Design 6.18.15 Biophilic Design 6.18.16 Building Amenities for Wellness 6.18.17 Family Friendly Design 6.19.6 Living Roof Uses
	Open Spaces				

Table B.13.1 Sustainable Neighborhood Framework (continued)

GOAL 4

Support Biodiversity & Connect Everyone to Nature Daily

EQUITY

OPPORTUNITIES: keep from exacerbating the health impacts of populations impacted by toxins in water; reduce home-based health hazards; reduce the disproportionate racial impact of flooding.

CONSIDERATIONS: ground water pollution is more prevalent in disadvantaged communities; in case of emergency plan for large-scale temporary relocation of low-income residents; use high quality potable water filters.

RESILIENCE

OPPORTUNITIES: decrease risk of flooding of power generation, transmission, and distribution networks; reduce vulnerability to droughts; better respond to heat waves and bad air quality days.

CONSIDERATIONS: in urban centers, critical services like healthcare, food supply, transportation, energy systems, schools and retail share interdependencies with water.

CLIMATE

OPPORTUNITIES: decrease in energy and emissions associated with extraction, conveyance, treatment and consumption of water.

CONSIDERATIONS: climate change is expected to impact water quality by increasing the nutrient content, pathogens, and the sediment levels of surface water.

TARGETS	APPROACHES	EXISTING REQUIREMENTS	GOALS FOR THE POTRERO POWER STATION	POTRERO D4D STANDARDS AND CONSIDERATIONS	
REGENERATIVE systems that minimize consumption & maximize reuse	**Efficient Fixtures**	Reduced water consumption [GBC]	• Use non-potable water to meet 100% of project demands for flushing, irrigation, and cooling towers.	**Section 4 Open Space** 4.6.2 Plants: Water Use 4.6.6 Recycled Water and Plant Selection 4.8.1 Site Irrigation 4.8.2 Plant Species Hydrozones 4.8.3 Pressurized Drip Irrigation at Turf Areas **Section 5 Streets** 5.11.10 Irrigation 5.12.3 Non-Potable Irrigation 5.13.2 Site Irrigation	**Section 6 Buildings** 6.18.7 Recycled Water 6.18.8 Shared Thermal Energy Plants 6.19.2 Living Roof Non-Potable Irrigation 6.19.4 Living Roof Permanent Irrigation
	Smart-Metering	Residential multifamily water sub-metering [GBC/CA Water Code]			
	Non-Potable Reuse	Onsite systems for non-potable flushing and irrigation [Art 12C]			
	Irrigation	Low water, climate appropriate plants [GBC]			
100% FLOOD-SAFE buildings & sidewalks	**Design Elevations**	Sea level rise consideration [CEQA] 100-yr flood disclosure	• 100% of buildings, sidewalks, and street assets resilient to permanent inundation (up to 66-inches of sea level rise) plus 42-inches for 100-year coastal flood elevations, which includes storm surge • 100% of public realm stormwater managed by green infrastructure	**Section 4 Open Space** 4.3 Resilience and Adaptation **Section 6 Buildings** 6.18.19 Climate Resilience **PPS Infrastructure Plan** Section 5, Sea Level Rise and Adaptive Management Strategy	
	Grey Infrastructure	Ensure positive sewage flow, raise entryway elevation and/or special sidewalk construction and deep gutters if risk of ground-level flooding			
	Green Infrastructure	Manage 25% of stormwater onsite [SMO option]			
HIGH QUALITY waterways & sources	**Erosion Prevention**	Slowed stormwater flow rates [SMO]	• Zero increase in combined sewage overflows annually • 100% of public realm stormwater managed by green infrastructure	**Section 4 Open Space** 4.7.1 Stormwater (SW) Management 4.7.2 Stormwater Treatment Area Requirements 4.7.3 Stormwater Management Plant-Based Facility Design **Section 5 Streets** 5.13.1 Streetscape SW Treatment Planter Design 5.13.3 Stormwater Management Plantings	**Section 6 Buildings** 6.19.1 Better Roofs **PPS Infrastructure Plan** Section 14, Sanitary Sewer System Section 16, Stormwater Management
	Pollutant Management	Reduced runoff and pollution from construction [GBC] (MS4) filter or treat 80% on site [SMO]			

Table B.13.1 Sustainable Neighborhood Framework (continued)

GOAL 5

Prioritize Resource Conservation, Responsibility & Reuse

EQUITY

OPPORTUNITIES: reduced noise and emissions from waste collection vehicles and transfer stations; reduced vermin; reduced solid waste fees.

CONSIDERATIONS: user education; space trade-offs for adequate collection and storage; limited recycling of certain types of food packaging; health impacts of waste-management jobs.

RESILIENCE

OPPORTUNITIES: less risk of pollution from waste management facilities in case of major climate event; upcycling products can lead to more localized resource independence.

CONSIDERATIONS: mis-managed waste can contaminate soil, ground water, and the Bay.

CLIMATE

OPPORTUNITIES: reduction in methane (potent greenhouse gas 35-80x CO2); reduction in scarce resources extraction and transportation; reduction in fossil fuel consumption.

CONSIDERATIONS: energy required to recycle and upcycle materials; truck emissions associated with waste transfer and marketplace delivery.

TARGETS	APPROACHES	EXISTING REQUIREMENTS	GOALS FOR THE POTRERO POWER STATION	POTRERO D4D STANDARDS AND CONSIDERATIONS
100% RESPONSIBLE material use	**Resource Extraction**		• Use materials/systems that minimize resource use, eliminate waste, and protect health • Include embodied carbon considerations in materials selection throughout horizontal and vertical design processes	**Section 4 Open Space** 4.9.9 Furnishing – Responsible Material Use 4.11.9 Responsible Material Use **Section 6 Buildings** 6.8.10 Life-cycle Assessment 6.18.2 Non-toxic Building Interiors 6.18.4 Materials & Resources
	Reusable Products			
Significantly REDUCED per-capita waste generation	**3-Stream Waste Collection**	Accessible and sufficient collection systems Recycling and composting (Buildings)	• 100% of open spaces include three-stream waste systems • Meet City ordinances for waste reduction to reduce consumption and provide adequate waste management infrastructure to support the City-wide Zero Waste Goal	**Section 4 Open Space** 4.9.5 Waste Receptacles **Section 5 Streets** 5.14.7 Waste Receptacles
	Consumption & Purchasing			
	Cost Monitoring			
100% materials RECOVERED from waste stream	**Material Re-Use**		• Divert at least 65% percent of construction and demolition waste materials per State and City and County of San Francisco targets	**Section 2 Telling our Story: Interperative Vision** **Section 5 Streets** 5.14.11 Salvaged Material **Section 6 Buildings** 6.12 Existing Buildings within the Third Street Industial District: The Stack 6.13.1 Unit 3 Retained Features 6.13.9 Unit 3 Retained Features 6.14 Existing Buildings within the Third Street Industial District: Station A
	Construction Debris	Construction waste diversion (65%)		

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C. Power Station Definitions

Terms that are capitalized throughout the D4D are defined in this appendix, which incorporates the definitions in the Potrero Power Station SUD (Planning Code Section 249.87). In the event the meaning of any defined term in this D4D differs from the meaning given to such words or concepts in the Planning Code or the SUD, the meaning in the Planning Code and SUD shall prevail. In the absence of any conflict, this D4D will control so long as the D4D remains consistent with the SUD.

Active Lane Use. Consist of Active Use, as well as building insets of at least 4 feet in depth at the ground floor for pedestrian amenities. These include permanent, semi-permanent, and movable furnishings (such as tables, chairs, umbrellas), and Public Art, such as a wall mural, at least 15 feet in height measured from ground level.

Active Use. Consist of the following uses, and must have a Transparent Frontage:

- Retail, Sales and Service Use (including 1,000 square foot or smaller "Micro-Retail" uses, which can have a depth of 10 feet from the street, as opposed to the standard depth of 25 feet).
- PDR Use.
- Institutional Use. Social Spaces shall be provided at the front of the building, oriented toward the street, within at least the first 15 feet of building depth.
- Entertainment, Arts, and Recreation Use.
- Lobbies up to 40 feet or 25 percent of building frontage, whichever is larger.
- Non-Retail, Sales and Service Use (including Office Use) up to 50 percent of the building frontage; Social spaces, such as communal kitchens, conferences rooms, employee break rooms, and waiting areas of Non-Retail Sales and Service Use shall be provided at the front of spaces, oriented toward the street within at least the first 15 feet of building depth.
- Residential Uses, including Social Spaces and dwelling units, provided they have direct access to a street or public open space.
- Accessory mail rooms and bicycle storage rooms with direct access to the street or lobby space.

Agricultural and Beverage Processing 1. See Appendix D.

Americans with Disabilities Act (ADA). Legislation passed in 1990 that prohibits discrimination against people with disabilities. Under this Act, all buildings, streets, and open spaces must be designed to be accessible to people with disabilities.

Apparent Face, Maximum. The maximum length of any unbroken plane of a given building elevation.

Articulation. Minor variations in the massing, setback, height, fenestration, or entrances to a building, which express a change across the elevation or façades of a building. Articulation may be expressed, among other things, as bay windows, porches, building modules, entrances, or eaves.

Attended Facility. A type of monitored parking in which an attendant is available to answer questions of facility users.

Base. Base is the lower portion of a midrise or highrise tower that extends vertically to a height of up to 90 feet.

Bicycle Cages / Rooms. A location that provides bicycle storage within an enclosure accessible only to building residents, non-residential occupants, and employees.

Block. An area of land bounded by public or private right-of-way and/or park.

Building Project. Also referred to as "building". The construction of a building or group of buildings undertaken as a discrete project distinct from the overall Power Station project.

Bulkhead. On a retail storefront, the solid horizontal element between the sidewalk and the display window, often framed by vertical piers (see also Piers).

Cart. A mobile structure used in conjunction with food service and/or retail uses, that operates intermittently in a publicly accessible open space, and that is removed daily from such open space during non-business hours.

Community Facility. Community Facility has the same meaning as set forth in *Planning Code Section 102*, except that it also includes transit support facilities.

Corner. Corners are defined as the first 30 feet extending from the intersection of two rights-of-way, or a right-of-way and an open space, along the frontage of a building.

Cultural Resources (Contributing Historic Resources). Cultural resources encompass archaeological, natural, and built environment resources, including but not limited to buildings, structures, objects, districts, and sites. Qualifying cultural resources are designated by local, state, and national registries, such as the National Register of Historic Places.

Curb Cut. A break in the street curb to provide vehicular access from the street surface to private or public property across a continuous sidewalk.

Design for Development (D4D). A document that establishes conceptual standards and guidelines for land use, urban form, streets, and public spaces in the project site.

Design Guidelines. Subjective design requirements

that set forth design intent, design expectations, and encouraged or discouraged features.

Design Standards. Mandatory and measurable design specifications applicable to all new construction.

Encroachment. A portion of a building that projects into the public right-of-way.

Fenestration. The arrangement of windows and openings on the exterior of the building.

Floorplate. The gross floor footage area of a given floor as bounded by the exterior walls of the a floor without any exclusions or deductions otherwise permitted under the definition of Gross Floor Area.

Frontage. The frontage of a building is defined as the vertical exterior face or wall of a building and its linear extent that is adjacent to or fronts on a street, right-of-way, or open space.

Gross Floor Area. "Gross Floor Area" has the meaning set forth in Planning Code Section 102 for C-3 districts, except that in addition to other permitted exceptions or exclusions, Gross Floor Area also shall not include the following: for existing buildings on the Project Site that are rehabilitated or reused as part of the Project (such as Unit 3 or Station A), (i) ground floor area devoted to building or pedestrian circulation and building service, and (ii) space devoted to personal services, restaurants, and retail sales of goods intended to meet the convenience shopping and service needs of area workers and residents, not to exceed 5,000 occupied square feet per use and, in total, not to exceed 75 percent of the area of the ground floor of the building plus the ground level, on-site open space.

HRE. That certain *Potrero Power Station Historic Resource Evaluation – Part 1* prepared for Associate Capital by Page and Turnbull, dated as of January 29, 2018, together with that certain *Potrero Power Station Historic Resource Evaluation – Part 2* prepared for Associate Capital by Page and Turnbull, dated as of February 2, 2018.

HRER. That certain Historic Resource Evaluation Response regarding Case No. 2017-011878ENV, prepared by the San Francisco Planning Department on April 8, 2018.

Individual Locker. An enclosed and secure bicycle parking space accessible only to the owner or operator of the bicycle or owner and operator of the Locker.

Kiosk. A building or other structure that is set upon the ground and is not attached to a foundation, such as a shipping container, trailer, or similar structure, from which food service and/or retail business is conducted. A Kiosk operates in a publicly accessible open space, and remains in place until the business operation is terminated or relocated.

Master Association. A master residential, commercial, and/or other management association.

Materiality. Non-occupiable features and treatments within the thickness of a façade plane.

Micro-Retail. Retail Sales and Service Uses that are 1,000 square foot or smaller.

Mid-block Alley. A publicly-accessible mid-block alley that runs the entire length of the building, generally located toward the middle of the subject block face, perpendicular to the subject frontage and connecting to any existing streets and alleys. A Mid-Block Alley may be open to both pedestrian and vehicular traffic, and must have at least 60 percent of the area of the alley open to the sky, except that an above-grade pedestrian connection is permitted as set forth in Section 6.14.7.

Mid-block Passage. A publicly-accessible mid-block passage that runs the entire length of the building, generally located toward the middle of the subject block face, perpendicular to the subject frontage and connecting to any existing streets and alleys. A Mid-Block Passage is accessible only to pedestrians and may be completely covered.

Modulation. Occupiable façade strategies that are generally less than ten feet and more than nine inches in depth.

Nonconforming Structure. A "nonconforming structure" is a structure that existed lawfully at the effective date of *Planning Code Section 249.87*, or of amendments thereto, and that fails to conform to one or more of the use controls included in Section 6.

Nonconforming Use. A "nonconforming use" is a use that existed lawfully at the effective date of *Planning Code Section 249.87*, or of amendments thereto, and that fails to conform to one or more of the use limitations listed in Table 3.1.2.

Parcel. An area of land bounded by public rights-of-way, parks, or private rights-of-way designated alpha-numerically as developable portions of land. Used as a unit for assessment.

Parking Garage, District. An accessory parking garage that provides for accessory parking for uses located in other buildings on the project site.

Pedestrian-Oriented. Design of buildings with the pedestrian in mind. Pedestrian-oriented buildings include ground floor transparency, canopies, clear entries, distinct storefronts, and an overall human scale and rhythm.

Permitted Use. Permitted uses are listed uses that are allowed [as of right].

Piers. On a retail storefront, the solid vertical elements that frame each individual storefront. The rhythm, width, and depth of piers directly shapes the feeling and scale of a retail frontage.

Project. The Potrero Power Station Mixed-Use Project. Also referred to as the "project," "Potrero Power Station project," or "Power Station project."

Project Site. The approximately 29 acre site comprised of the various subareas shown on Figure 1.2.1. Also referred to as "project site," "site," "Power Station," and "Potrero Power Station."

Project Sponsor. California Barrel Company, LLC, or any other entity with rights to develop the property pursuant to the development agreement approved in conjunction with the SUD.

Projection. A part of a building surface that extends outwards from the primary façade plane. Projections may include balconies, bay windows and other architectural features. Projections may extend into the building setback or the public right-of-way.

Public Open Space. Open space, including parks and plazas that are accessible to the public at all times of day.

Public Trust. Tidal and submerged lands subject to jurisdiction of the Port and held in trust for the common use by the people for commerce, navigation, and fisheries.

Right-of-Way (ROW). The public right-of-way (ROW) is the space of the public street bounded by the adjacent building property lines.

Screen, Rooftop. Architectural rooftop screening designed to hide mechanical equipment from public view.

Semi-Permanent Kiosk. A semi-permanent enclosed structure with doors, windows, gates and/or shutters on one or more sides to provide employee access, to secure the facility during non-business hours, and from which food service and/or retail business is conducted. A Semi-Permanent Kiosk operates in a publicly accessible open space, and remains in place until the business operation is terminated or relocated.

Setback (or Setback Zone). The required or actual distance between the vertical edges of a building above a specified height, or between the vertical edge of a building and the property line. The setback may either start at grade creating an open space provided between the property line and the primary built structure, or it may start above a specified height for the purpose of bulk reduction in the mass of the building. The ground area created by a setback imposed at the ground floor level may be required to be dedicated for public use or remain as private space between the public right-of-way and the building mass.

Sightlines. View corridors to a specific site asset (example: historic building, waterfront).

Signboards. On a retail storefront, the solid horizontal element that sits above the door or display windows, often the location where signs are affixed. Signboards are often framed by vertical piers (see also Piers), and may alternately referred to as the transom sash.

Single Room Occupancy (SRO) Unit. See Appendix D.

Social Spaces. Social Spaces are communal areas shared within a building, used by building users. Such spaces may include fitness rooms, workshops for hands-on projects and to conduct repairs, leasing offices, shared kitchens, resident libraries or reading rooms, community rooms, children's playrooms and classrooms (which may also serve as general assembly rooms), communal kitchens, conferences rooms, employee break rooms, and waiting areas.

Soffit. A visible underside of projecting architectural elements, including, but not limited to, building connector, roof, balcony, staircase, overhang, canopy, ceiling, bay window, and arch.

Special Use District (SUD). An area designated with a specific set of zoning controls adopted as part of the *San Francisco Planning Code*.

Stoop. An outdoor entryway into residential units raised above the sidewalk level. Stoops may include steps leading to a small porch or landing at the level of the first floor of the unit.

Storefront. The façade of a retail space between the street grade and the ceiling of the first floor.

Streetwall. A continuous façade of a building and/or buildings along a street frontage.

Third Street Industrial District. The Third Street Industrial District is an historic district documented in 2008 as part of the Central Waterfront Potrero Point Historic District and is California Register-eligible. The district is significant for its association with the industrial development of the city of San Francisco and based on its collection of late-nineteenth and early twentieth century American industrial buildings and structures.

Transparent Frontage. The condition in which glass, glazing, window, or other building feature allows visibility into the building interior. Does not include heavily tinted or highly mirrored glass.

U-lock. A rigid bicycle lock, typically constructed out of hardened steel composed of a solid U-shaped piece whose ends are connected by a locking removable crossbar.

Upper Building. The portion of a midrise or highrise tower above the Base (also referred to as "tower").

Vertical Hyphen. An architectural element that visually differentiates between existing, historic elements and new additions to a building. In the case of Station A, such hyphen shall be at least 10 feet in depth and one story in height, measured from the exterior face and height of the retained wall or feature.

D. Applicable Planning Code Sections

SECTION 102. DEFINITIONS[1]

Accessory Use. A related minor Use that is either necessary to the operation or enjoyment of a lawful Principal Use or Conditional Use, or appropriate, incidental, and subordinate to any such use, and is located on the same lot.

Agricultural and Beverage Processing 1. An Industrial use that involves the processing of agricultural products and beverages with a low potential for noxious fumes, noise, and nuisance to the surrounding area, including but not limited to bottling plants, breweries, dairy products plant, malt manufacturing or processing plant, fish curing, smoking, or drying, cereal manufacturing, liquor distillery, manufacturing of felt or shoddy, processing of hair or products derived from hair, pickles, sauerkraut, vinegar, yeast, soda or soda compounds, meat products, and fish oil. This use does not include the processing of wood pulp, and is subject to the operating conditions outlined in Section 202.2(d).

Arts Activities. A retail Entertainment, Arts and Recreation Use that includes performance, exhibition (except exhibition of films), rehearsal, production, post-production and some schools of any of the following: Dance, music, dramatic art, film, video, graphic art, painting, drawing, sculpture, small-scale glassworks, ceramics, textiles, woodworking, photography, custom-made jewelry or apparel, and other visual, performance and sound arts and craft. It shall exclude accredited Schools and Post Secondary Educational Institutions. It shall include commercial arts and art-related business service uses including, but not limited to, recording and editing services, small-scale film and video developing and printing; titling; video and film libraries; special effects production; fashion and photo stylists; production, sale and rental of theatrical wardrobes; and studio property production and rental companies. Arts spaces shall include studios, workshops, archives and theaters, and other similar spaces customarily used principally for arts activities, exclusive of a Movie Theater, Amusement Enterprise, Adult Entertainment, and any other establishment where liquor is customarily served during performances.

Automobile Assembly. An Industrial Use that involves the assembly of parts for the purpose of manufacturing automobiles, trucks, buses, or motorcycles. This use is subject to operational and location restrictions outlined in Section 202.2(d) of this Code.

Awning. A light roof-like structure, supported entirely by the exterior wall of a building; consisting of a fixed or movable frame covered with cloth, plastic, or metal; extending over doors, windows, and/or show windows; with the purpose of providing protection from sun and rain and/or embellishment of the façade; as further regulated in Section 3105 of the Building Code.

Bar. A Retail Sales and Service Use that provides on-site alcoholic beverage sales for drinking on the premises, including bars serving beer, wine and/or liquor to the customer where no person under 21 years of age is admitted (with Alcoholic Beverage Control [ABC] license types 23, 42, 48, or 61) and drinking establishments serving beer where minors are present (with ABC license types 40 or 60) in conjunction with other uses such as Movie Theaters and General Entertainment. Such businesses shall operate with the specified conditions in Section 202.2(a).

Canopy. A light roof-like structure, supported by the exterior wall of a building and on columns or wholly on columns, consisting of a fixed or movable frame covered with approved cloth, plastic or metal, extending over entrance doorways only, with the purpose of providing protection from sun and rain and/or embellishment of the façade, as further regulated in Section 3105 of the Building Code.

Child Care Facility. An Institutional Community Use defined in California Health and Safety Code Section 1596.750 that provides less than 24-hour care for children by licensed personnel and meets the open-space and other requirements of the State of California and other authorities.

Class 1 Bicycle Parking Space(s). Spaces in secure, weather-protected facilities intended for use as long-term, overnight, and work-day bicycle storage by dwelling unit residents, non-residential occupants, and Employees.

Class 2 Bicycle Parking Space(s). Bicycle racks located in a publicly-accessible, highly visible location intended for transient or short-term use by visitors, guests, and patrons to the building or use.

Community Facility. An Institutional Community Use that includes community clubhouses, neighborhood centers, community cultural centers, or other community facilities not publicly owned but open for public use in which the chief activity is not carried on as a gainful business and whose chief function is the gathering of persons from the immediate neighborhood in a structure for the purposes of recreation, culture, social interaction, health care, or education other than Institutional Uses as defined in this Section.

Court. Any space on a lot other than a yard that, from a point not more than two feet above the floor line of the lowest story in the building on the lot in which there are windows from rooms abutting and served by the court, is

1 Capitalized terms used in this Appendix D are defined in the Planning Code as of the effective date of the SUD and provided as a reference. See User Guide, Relationship to the SUD and Planning Code on page 2 of this D4D.

open and unobstructed to the sky, except for obstructions permitted by this Code. An "outer court" is a court, one entire side or end of which is bounded by a front setback, a rear yard, a side yard, a front lot line, a street, or an alley. An "inner court" is any court that is not an outer court.

Dwelling Unit. A Residential Use defined as a room or suite of two or more rooms that is designed for, or is occupied by, one family doing its own cooking therein and having only one kitchen. A housekeeping room as defined in the Housing Code shall be a Dwelling Unit for purposes of this Code. For the purposes of this Code, a Live/Work Unit, as defined in this Section, shall not be considered a Dwelling Unit.

Entertainment, Arts and Recreation Use. A Use Category that includes Amusement Game Arcade, Arts Activities, General Entertainment, Livery Stables, Movie Theater, Nighttime Entertainment, Open Recreation Area, Outdoor Entertainment, Passive Outdoor Recreation and Sports Stadiums. Adult Business is not included in this definition, except for the purposes of Development Impact Fee Calculation as described in Article 4.

Entertainment, General. A Retail Entertainment, Arts and Recreation Use that provides entertainment or leisure pursuits to the general public including dramatic and musical performances where alcohol is not served during performances, billiard halls, bowling alleys, skating rinks, and mini-golf, when conducted within a completely enclosed building, and which is adequately soundproofed or insulated so as to confine incidental noise to the premises.

Entertainment, Nighttime. A Retail Entertainment, Arts and Recreation Use that includes dance halls, discotheques, nightclubs, private clubs, and other similar evening-oriented entertainment activities which require dance hall keeper police permits or Place of Entertainment police permits, as defined in Section 1060 of the Police Code, which are not limited to non-amplified live entertainment, including Restaurants and Bars which present such activities, but shall not include any Arts Activity, any theater performance space which does not serve alcoholic beverages during performances, or any temporary uses permitted pursuant to Sections 205 through 205.4 of this Code.

Entertainment, Outdoor. A Retail Entertainment, Arts and Recreation Use that includes circuses, carnivals, or other amusement enterprises not conducted within a building, and conducted on premises not less than 200 feet from any R District.

Façade. An entire exterior wall assembly including, but not limited to, all finishes and siding, fenestration, doors, recesses, openings, bays, parapets, sheathing, and framing.

Gift Store–Tourist Oriented. A Retail Sales and Service Use that involves the marketing of small art goods, gifts, souvenirs, curios, or novelties to the public, particularly those who are visitors to San Francisco rather than local residents.

Grocery, General. A Retail Sales and Services Use that:

(a) Offers a diverse variety of unrelated, non-complementary food and non-food commodities, such as beverages, dairy, dry goods, fresh produce and other perishable items, frozen foods, household products, and paper goods;

(b) May provide beer, wine, and/or liquor sales for consumption off the premises with a California Alcoholic Beverage Control Board License type 20 (off-sale beer and wine) or type 21 (off-sale general) that occupy less than 15% of the Occupied Floor Area of the establishment (including all areas devoted to the display and sale of alcoholic beverages);

(c) May prepare minor amounts of food on site for immediate consumption;

(d) Markets the majority of its merchandise at retail prices; and

(e) Shall operate with the specified conditions in Section 202.2(a)(1).

(f) Such businesses require Conditional Use authorization for conversion of a General Grocery use greater than 5,000 square feet, pursuant to Section 202.3 and 303(l).

Grocery, Specialty. A Retail Sales and Services Use that:

(a) Offers specialty food products such as baked goods, pasta, cheese, confections, coffee, meat, seafood, produce, artisanal goods, and other specialty food products, and may also offer additional food and non-food commodities related or complementary to the specialty food products;

(b) May provide beer, wine, and/or liquor sales for consumption off the premises with a California Alcoholic Beverage Control Board License type 20 (off-sale beer and wine) or type 21 (off-sale general) which occupy less than 15% of the Occupied Floor Area of the establishment (including all areas devoted to the display and sale of alcoholic beverages);

(c) May prepare minor amounts of food on site for immediate consumption off-site with no seating permitted; and

(d) Markets the majority of its merchandise at retail prices.

(e) Such businesses that provide food or drink per subsections (b) and (c) above shall operate with the specified conditions in Section 202.2(a)(1).

Group Housing. A Residential Use that provides lodging or both meals and lodging, without individual cooking facilities, by prearrangement for a week or more at a time, in a space not defined by this Code as a dwelling unit. Such group housing shall include, but not necessarily

be limited to, a Residential Hotel, boardinghouse, guesthouse, rooming house, lodging house, residence club, commune, fraternity or sorority house, monastery, nunnery, convent, or ashram. It shall also include group housing affiliated with and operated by a medical or educational institution, when not located on the same lot as such institution, which shall meet the applicable provisions of Section 304.5 of this Code concerning institutional master plans.

Gym. A Retail Sales and Service Use including a health club, fitness, gymnasium, or exercise facility when including equipment and space for weight-lifting and cardiovascular activities.

Height. The vertical distance by which a building or structure rises above a certain point of measurement. See Section 260 of this Code for how height is measured.

Hospital. An Institutional Healthcare Use that includes a hospital, medical center, or other medical institution that provides facilities for inpatient or outpatient medical care and may also include medical offices, clinics, laboratories, and employee or student dormitories and other housing, operated by and affiliated with the institution, which institution has met the applicable provisions of Section 304.5 of this Code concerning institutional master plans.

Hotel. A Retail Sales and Services Use that provides tourist accommodations, including guest rooms or suites, which are intended or designed to be used, rented, or hired out to guests (transient visitors) intending to occupy the room for less than 32 consecutive days. This definition also applies to buildings containing six or more guest rooms designated and certified as tourist units, under Chapter 41 of the San Francisco Administrative Code. For purposes of this Code, a Hotel does not include (except within the Bayshore-Hester Special Use District as provided for in Sections 713 and 780.2 of this Code) a Motel, which contains guest rooms or suites that are independently accessible from the outside, with garage or parking space located on the lot, and designed for, or occupied by, automobile-traveling transient visitors. Hotels shall be designed to include all lobbies, offices, and internal circulation to guest rooms and suites within and integral to the same enclosed building or buildings as the guest rooms or suites.

Industrial Use. A Use Category containing the following uses: Agricultural and Beverage Processing 1 and 2, Automobile Wrecking, Automobile Assembly, Grain Elevator, Hazardous Waste Facility, Junkyard, Livestock Processing 1 and 2, Heavy Manufacturing 1, 2, and 3, Light Manufacturing, Metal Working, Power Plant, Ship Yard, Storage Yard, Volatile Materials Storage, and Truck Terminal.

Institutional Use. A Use Category that includes Child Care Facility, Community Facility, Private Community Facility, Hospital, Job Training, Medical Cannabis Dispensary, Philanthropic Administrative Services, Religious Institution, Residential Care Facility, Social Service or Philanthropic Facility, Post-Secondary Educational Institution, Public Facility, School, and Trade School.

Laboratory. A Non-Retail Sales and Services Use intended or primarily suitable for scientific research. The space requirements of uses within this category include specialized facilities and/or built accommodations that distinguish the space from Office uses, Light Manufacturing, or Heavy Manufacturing. Examples of laboratories include the following:

(a) Chemistry, biochemistry, or analytical laboratory;

(b) Engineering laboratory;

(c) Development laboratory;

(d) Biological laboratories including those classified by the Centers for Disease Control (CDC) and National Institutes of Health (NIH) as Biosafety level 1, Biosafety level 2, or Biosafety level 3;

(e) Animal facility or vivarium, including laboratories classified by the CDC/NIH as Animal Biosafety level 1, Animal Biosafety level 2, or Animal Biosafety level 3;

(f) Support laboratory;

(g) Quality assurance/Quality control laboratory;

(h) Core laboratory; and

(i) Cannabis testing facility (any use requiring License Type 8—Testing Laboratory, as defined in California Business and Professions Code, Division 10).

Life Science. A Non-Retail Sales and Service Use that involves the integration of natural and engineering sciences and advanced biological techniques using organisms, cells, and parts thereof for products and services. This includes the creation of products and services used to analyze and detect various illnesses, the design of products that cure illnesses, and/or the provision of capital goods and services, machinery, instruments, software, and reagents related to research and production. Life Science uses may utilize office, laboratory, light manufacturing, or other types of space. As a subset of Life Science uses, Life Science laboratories typically include biological laboratories and animal facilities or vivaria, as described in the Laboratory definition Subsections (d) and (e).

Liquor Store. A Retail Sales and Service Use that sells beer, wine, or distilled spirits to a customer in an open or closed container for consumption off the premises and that needs a State of California Alcoholic Beverage Control Board License type 20 (off-sale beer and wine) or type 21 (off-sale general) This classification shall not include retail uses that:

(a) are both (1) classified as a General Grocery, a Specialty Grocery, or a Restaurant- Limited, and (2) have a Gross Floor Area devoted to alcoholic beverages that is within the applicable accessory use limits for the use district in which it is located, or

(b) have both (1) a Non-residential Use Size of greater than 10,000 gross square feet and (2) a gross floor area

devoted to alcoholic beverages that is within accessory use limits as set forth in Section 204.3 or Section 703(d) of this Code, depending on the zoning district in which the use is located.

(c) For purposes of Planning Code Sections 249.5, 781.8, 781.9, 782, and 784, the retail uses explicitly exempted from this definition as set forth above shall only apply to General Grocery and Specialty Grocery stores that exceed 5,000 square feet in size shall not:

(1) sell any malt beverage with an alcohol content greater than 5.7 percent by volume; any wine with an alcohol content of greater than 15 percent by volume, except for "dinner wines" that have been aged two years or more and maintained in a corked bottle; or any distilled spirits in container sizes smaller than 600 milliliters;

(2) devote more than 15 percent of the gross square footage of the establishment to the display and sale of alcoholic beverages; and

(3) sell single servings of beer in container sizes 24 ounces or smaller.

Livery Stable. A Retail Entertainment, Arts and Recreation Use where horses and carriages are kept for hire and where stabling is provided. This use also includes horse riding academies.

Locker. A fully enclosed and secure bicycle parking space accessible only to the owner or operator of the bicycle or owner and operator of the locker.

Manufacturing, Light. An Industrial Use that provides for the fabrication or production of goods, by hand or machinery, for distribution to retailers or wholesalers for resale off the premises, primarily involving the assembly, packaging, repairing, or processing of previously prepared materials. Light manufacturing uses include production and custom activities usually involving individual or special design, or handiwork, such as the following fabrication or production activities, as may be defined by the Standard Industrial Classification Code Manual as light manufacturing uses:

(a) Food processing;

(b) Apparel and other garment products;

(c) Furniture and fixtures;

(d) Printing and publishing of books or newspapers;

(e) Leather products;

(f) Pottery;

(g) Glass-blowing;

(h) Commercial laundry, rug cleaning, and dry cleaning facility;

(i) Measuring, analyzing, and controlling instruments; photographic, medical, and optical goods; watches and clocks; or

(j) Manufacture of cannabis products or cannabis extracts that are derived without the use of volatile organic compounds (any use requiring License Type 6—Manufacturer 1, as defined in California Business and Professions Code, Division 10).

It shall not include Trade Shop, Agricultural and Beverage Processing 1 or 2, or Heavy Manufacturing 1, 2, or 3. This use is subject to the location and operation controls in Section 202.2(d).

Metal Working. An Industrial use that includes metal working or blacksmith shop; excluding presses of over 20 tons' capacity and machine-operated drop hammers. This use is subject to location and operational controls in Section 202.2(d).

Monitored Parking. A location where Class 2 parking spaces are provided within an area under constant surveillance by an attendant or security guard or by a monitored camera.

Office, General. A Non-Retail Sales and Service Use that includes space within a structure or portion thereof intended or primarily suitable for occupancy by persons or entities which perform, provide for their own benefit, or provide to others at that location, services including, but not limited to, the following: professional, banking, insurance, management, consulting, technical, sales, and design; and the non-accessory office functions of manufacturing and warehousing businesses, multimedia, software development, web design, electronic commerce, and information technology. This use shall exclude Non-Retail Professional Services as well as Retail Uses; repair; any business characterized by the physical transfer of tangible goods to customers on the premises; wholesale shipping, receiving and storage; and design showrooms or any other space intended and primarily suitable for display of goods.

Open Recreation Area. A Non-Commercial Entertainment, Arts and Recreation Use that is not publicly owned which is not screened from public view, has no structures other than those necessary and incidental to the open land use, is not operated as a gainful business, and is devoted to outdoor recreation such as golf, tennis, or riding.

Outdoor Activity Area. A Commercial Use characteristic defined as an area associated with a legally established use, not including primary circulation space or any public street, located outside of a building or in a courtyard, which is provided for the use or convenience of patrons of a commercial establishment including, but not limited to, sitting, eating, drinking, dancing, and food-service activities.

Parking Garage, Private. A Non-Retail Automotive Use that provides temporary parking accommodations for automobiles, trucks, vans, bicycles, or motorcycles in a garage not open to the general public, without parking of recreational vehicles, mobile homes, boats, or other vehicles, or storage of vehicles, goods, or equipment. Provisions regulating automobile parking are set forth in Sections 155, 156, 303(t) or (u) and other provisions of Article 1.5 of this Code.

Parking Garage, Public. A Retail Automotive Use that provides temporary parking accommodations for automobiles, trucks, vans, bicycles, or motorcycles in a garage open to the general public, without parking of recreational vehicles, mobile homes, boats, or other vehicles, or storage of vehicles, goods, or equipment. Provisions regulating automobile parking are set forth in Sections 155, 156, 303(t) or (u) and other provisions of Article 1.5 of this Code.

Parking Lot, Private. A Non-Retail Automotive Use that provides temporary off-street parking accommodations for private automobiles, trucks, vans, bicycles, or motorcycles on an open lot or lot surrounded by a fence or wall not open to the general public, without parking of recreational vehicles, motor homes, boats, or other vehicles, or storage of vehicles, goods, or equipment. Provisions regulating automobile parking are set forth in Sections 155, 156, 303(t) or (u) and other provisions of Article 1.5 of this Code

Parking Lot, Public. A Retail Automotive Use that provides temporary parking accommodations for private automobiles, trucks, vans, bicycles, or motorcycles on an open lot or lot surrounded by a fence or wall open to the general public, without parking of recreational vehicles, motor homes, boats, or other vehicles, or storage of vehicles, goods, or equipment. Provisions regulating automobile parking are set forth in Sections 155, 156, 303(t) or (u) and other provisions of Article 1.5 of this Code.

Passive Outdoor Recreation. A Non-Commercial Entertainment, Arts and Recreation Use defined as an open space used for passive recreational purposes that is not publicly owned and is not screened from public view, has no structures other than those necessary and incidental to the open land use, is not served by vehicles other than normal maintenance equipment, and has no retail or wholesale sales on the premises. Such open space may include, but not necessarily be limited to, a park, playground, or rest area.

Permeable Surface. Permeable surfaces are those that allow stormwater to infiltrate the underlying soils. Permeable surfaces shall include, but not be limited to, vegetative planting beds, porous asphalt, porous concrete, single-sized aggregate, open-jointed blocks, stone, pavers, or brick that are loose-set and without mortar. Permeable surfaces are required to be contained so neither sediment nor the permeable surface discharges off the site.

Plan Dimensions. The linear horizontal dimensions of a building or structure, at a given level, between the outside surfaces of its exterior walls. The "length" of a building or structure is the greatest plan dimension parallel to an exterior wall or walls and is equivalent to the horizontal dimension of the corresponding elevation of the building or structure at that level. The "diagonal dimension" of a building or structure is the plan dimension between the two most separated points on the exterior walls.

Public Utilities Yard. A Utility and Infrastructure Use that is defined as a service yard for public utility, or public use of a similar character, if conducted entirely within an area completely enclosed by a wall or concealing fence not less than six feet high.

Residential Use. A Use Category consisting of uses that provide housing for San Francisco residents, rather than visitors, including Dwelling Units, Group Housing, Residential Hotels, and Senior Housing, Homeless Shelters, and for the purposes of Article 4 only any residential components of Institutional Uses. Single Room Occupancy and Student Housing designations are consider characteristics of certain Residential Uses.

Restaurant. A Retail Sales and Service use that serves prepared, ready-to-eat cooked foods to customers for consumption on the premises and which has seating. As a minor and incidental use, it may serve such foods to customers for off-site consumption. It may provide on-site beer, wine, and/or liquor sales for drinking on the premises (with ABC license types 41, 47, 49, 59, or 75); however, if it does so, it shall be required to operate as a Bona Fide Eating Place. It is distinct and separate from a Limited-Restaurant. Such businesses shall operate with the specified conditions in Section 202.2(a)(1).

It shall not be required to operate within an enclosed building so long as it is also a Mobile Food Facility. Any associated outdoor seating and/or dining area is subject to regulation as an Outdoor Activity Area as set forth elsewhere in this Code.

Restaurant, Limited. A Retail Sales and Service Use that serves ready-to-eat foods and/or drinks to customers for consumption on or off the premises, that may or may not have seating. It may include wholesaling, manufacturing, or processing of foods, goods, or commodities on the premises as an Accessory Use as set forth in Sections 204.3 or 703.2 depending on the zoning district in which it is located. It includes, but is not limited to, foods provided by sandwich shops, coffee houses, pizzerias, ice cream shops, bakeries, delicatessens, and confectioneries meeting the above characteristics, but is distinct from a Specialty Grocery, Restaurant, and Bar. Within the North Beach SUD, it is also distinct from Specialty Food Manufacturing, as defined in Section 780.3(b). It shall not provide on-site beer and/or wine sales for consumption on the premises, but may provide off-site beer and/or wine sales for consumption off the premises with a California Alcoholic Beverage Control Board License type 20 (off-sale beer and wine), that occupy less than 15% of the Occupied Floor Area of the establishment (including all areas devoted to the display and sale of alcoholic beverages). Such businesses shall operate with the specified conditions in Section 202.2(a)(1).

Restricted Access Parking. A location that provides Class 2 bicycle racks within a locked room or locked enclosure accessible only to the owners of bicycles parked within.

Sales and Services, Non-Retail. A Commercial Use category that includes Uses that involve the sale of goods or services to other businesses rather than the end user, or that does not provide for direct sales to the consumer on site. Uses in this category include, but are not limited

to: Business Services, Catering, Commercial Storage, Design Professional, General Office, Laboratory, Life Science, Non-Retail Professional Service, Trade Office, Wholesale Sales, and Wholesale Storage.

Sales and Services, Retail. A Commercial Use category that includes Uses that involve the sale of goods, typically in small quantities, or services directly to the ultimate consumer or end user with some space for retail service on site, excluding Retail Entertainment Arts and Recreation, and Retail Automobile Uses and including, but not limited to: Adult Business, Animal Hospital, Bar, Cannabis Retail, Cat Boarding, Chair and Foot Massage, Tourist Oriented Gift Store, General Grocery, Specialty Grocery, Gym, Hotel, Jewelry Store, Kennel, Liquor Store, Massage Establishment, Mortuary (Columbarium), Motel, Non-Auto Sales, Pharmacy, Restaurant, Limited Restaurant, General Retail Sales and Service, Financial Service, Fringe Financial Service, Limited Financial Service, Health Service, Instructional Service, Personal Service, Retail Professional Service, Self-Storage, Tobacco Paraphernalia Establishment, and Trade Shop.

Service, Business. A Non-Retail Sales and Service Use that provides the following kinds of services to businesses and/or to the general public and does not fall under the definition of Office: radio and television stations, newspaper bureaus, magazine and trade publication publishing, microfilm recording, slide duplicating, bulk mail services, parcel shipping services, parcel labeling and packaging services, messenger delivery/courier services, sign painting and lettering services, or building maintenance services.

Service, Instructional. A Retail Sales and Service Use that includes instructional services not certified by the State Educational Agency, such as art, dance, exercise, martial arts, and music classes.

Service, Non-Retail Professional. A Non-Retail Sales and Service Office Use that provides professional services to other businesses including, but not limited to, accounting, legal, consulting, insurance, real estate brokerage, advertising agencies, public relations agencies, computer and data processing services, employment agencies, management consultants and other similar consultants, telephone message services, and travel services. This use may also provide services to the general public but is not required to. This use shall not include research services of an industrial or scientific nature in a commercial or medical laboratory, other than routine medical testing and analysis by a health-care professional or hospital.

Service, Personal. A Retail Sales and Services Use that provides grooming services to the individual, including salons, cosmetic services, tattoo parlors, and health spas, bathhouses, and steam rooms. Personal Service does not include Massage Establishments or Gym, which are defined separately in this Section.

Single Room Occupancy (SRO) Unit. A Residential Use characteristic, defined as a Dwelling Unit or Group Housing room consisting of no more than one occupied room with a maximum gross floor area of 350 square feet and meeting the Housing Code's minimum floor area standards. The unit may have a bathroom in addition to the occupied room. As a Dwelling Unit, it would have a cooking facility and bathroom. As a group housing room, it would share a kitchen with one or more other single room occupancy unit/s in the same building and may also share a bathroom. A single room occupancy building (or "SRO" building) is one that contains only SRO units and accessory living space.

Stacked Parking. Bicycle parking spaces where racks are stacked and the racks that are not on the ground accommodate mechanically-assisted lifting in order to mount the bicycle.

Storage Yard. An Industrial Use involving the storage of building materials or lumber, stones or monuments, livestock feed, or contractors' equipment, if conducted within an area enclosed by a wall or concealing fence not less than six feet high. This use does not include Vehicle Storage or a Hazardous Waste Facility.

Student Housing. A Residential Use characteristic defined as a living space for students of accredited Post-Secondary Educational Institutions that may take the form of Dwelling Units, Group Housing, or SRO Unit and is owned, operated, or otherwise controlled by an accredited Post-Secondary Educational Institution. Unless expressly provided for elsewhere in this Code, the use of Student Housing is permitted where the form of housing is permitted in the underlying Zoning District in which it is located. Student Housing may consist of all or part of a building, and Student Housing owned, operated, or controlled by more than one Post-Secondary Educational Institution may be located in one building.

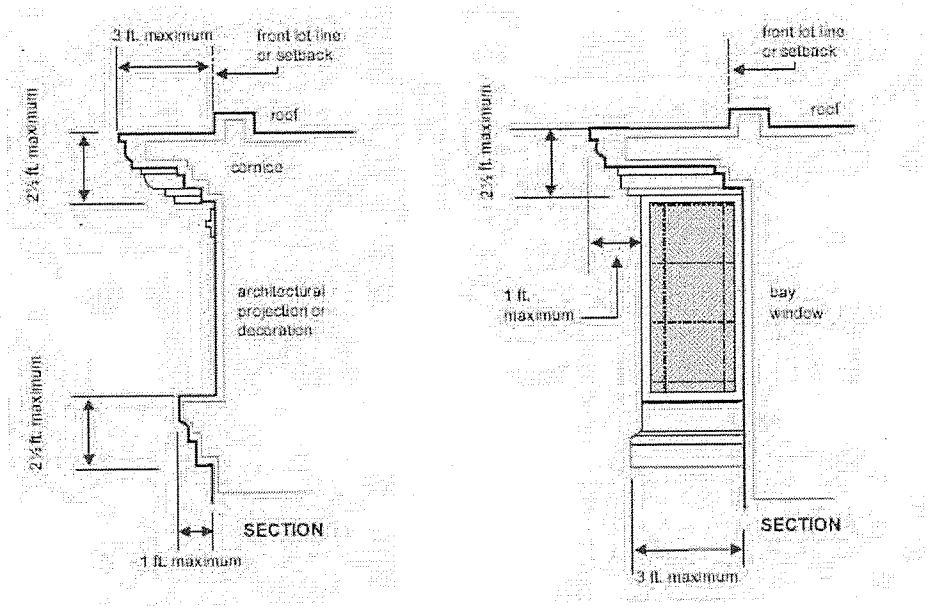
Trade Offices. A Non-Retail Sales and Service Use that includes business offices of building, plumbing, electrical, painting, roofing, furnace, or pest control contractors, if no storage of equipment or items for wholesale use are located on site. It may also include incidental accessory storage of office supplies and samples if located entirely within an enclosed building having no openings other than fixed windows or exits required by law within 50 feet of an R District, and if the storage of equipment and supplies does not occupy more than of the total gross floor area of the use. No processing of building materials, such as mixing of concrete or heating of asphalt shall be conducted on the premises. Parking, loading, and unloading of all vehicles used by the contractor shall be located entirely within the building containing the use.

Vehicle Storage Lot. A Retail Automotive Use that provides for the storage of buses, recreational vehicles, mobile homes, trailers, or boats and/or storage for more than 72 hours of other vehicles on an open lot. It shall not include rooftop storage. Vehicle Storage Lots shall comply with the Screening and Greening requirements of Section 142.

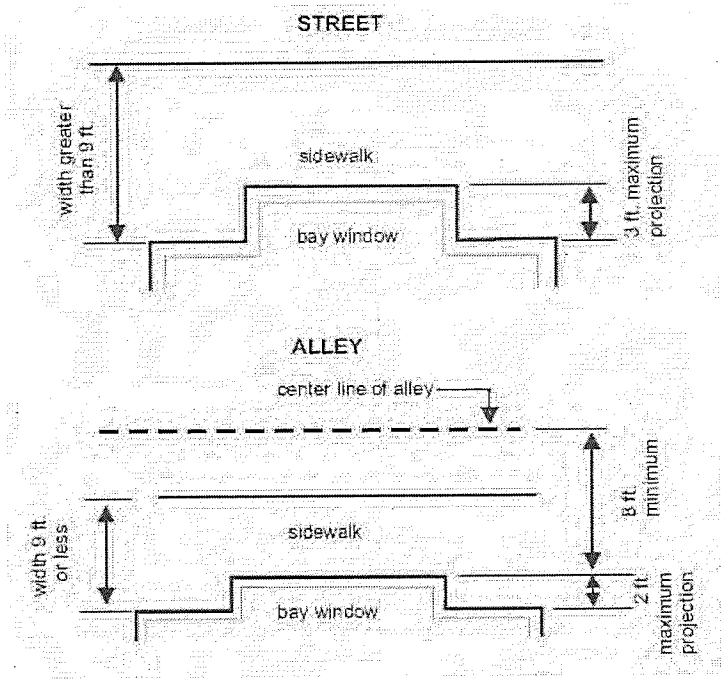
Vertical Bicycle Parking. Bicycle Parking that requires both wheels to be lifted off the ground, with at least one wheel that is no more than 12 inches above the ground.

SECTION 136. OBSTRUCTIONS OVER STREETS AND ALLEYS AND IN REQUIRED SETBACKS, YARDS, AND USEABLE OPEN SPACE

STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
				(a) The following obstructions shall be permitted, in the manner specified, as indicated by the symbol "X" in the columns at the left, within the required open areas listed herein: (1) Projections from a building or structure extending over a street or alley as defined by this Code. Every portion of such projections over a street or alley shall provide a minimum of 7½ feet of vertical clearance from the sidewalk or other surface above which it is situated, or such greater vertical clearance as may be required by the San Francisco Building Code, unless the contrary is stated below. The permit under which any such projection over a street or alley is erected over public property shall not be construed to create any perpetual right but is a revocable license; (2) Obstructions within legislated setback lines and front setback areas, as required by Sections 131 and 132 of this Code; (3) Obstructions within side yards and rear yards, as required by Sections 133 and 134 of this Code; (4) Obstructions within usable open space, as required by Section 135 of this Code (b) No obstruction shall be constructed, placed, or maintained in any such required open area except as specified in this Section. (c) The permitted obstructions shall be as follows:
X	X	X	X	(1) Overhead horizontal projections (leaving at least 7½ feet of headroom) of a purely architectural or decorative character such as cornices, eaves, sills and belt courses, with a vertical dimension of no more than two feet six inches, not increasing the floor area or the volume of space enclosed by the building, and not projecting more than: (A) At roof level, three feet over streets and alleys and into setbacks, or to a perimeter in such required open areas parallel to and one foot outside the surfaces of bay windows immediately below such features, whichever is the greater projection,

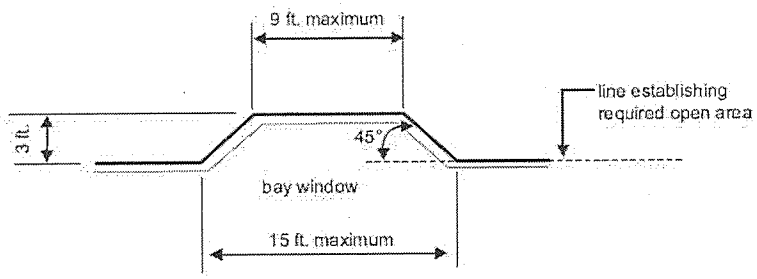
STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
				(B) At every other level, one foot over streets and alleys and into setbacks, and  (C) Three feet into yards and usable open space, or 1/6 of the required minimum dimensions (when specified) of such open areas, whichever is less;
X	X	X	X	(2) Bay (projecting) windows, balconies (other than balconies used for primary access to two or more dwelling units or two or more bedrooms in group housing), and similar features that increase either the floor area of the building or the volume of space enclosed by the building above grade, when limited as specified herein. With respect to obstructions within yards and usable open space, the bay windows and balconies specified in Paragraph (c)(3) below shall be permitted as an alternative to those specified in this Paragraph (c)(2). (A) The minimum headroom shall be 7½ feet.

STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
				(B) Projection into the required open area shall be limited to three feet, provided that projection over streets and alleys shall be further limited to two feet where the sidewalk width is nine feet or less, and the projection shall in no case be closer than eight feet to the centerline of any alley.

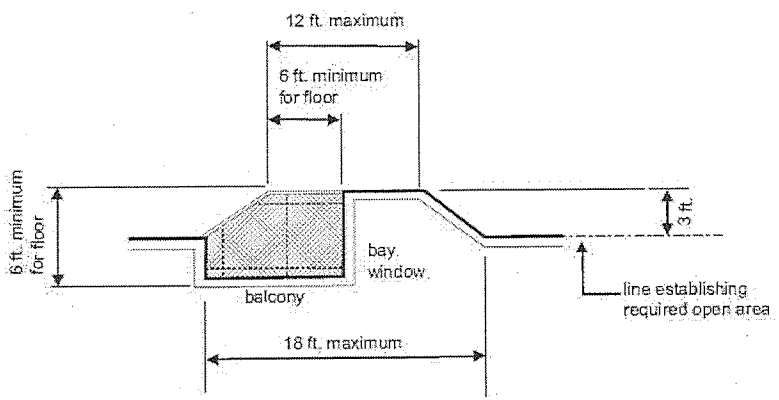


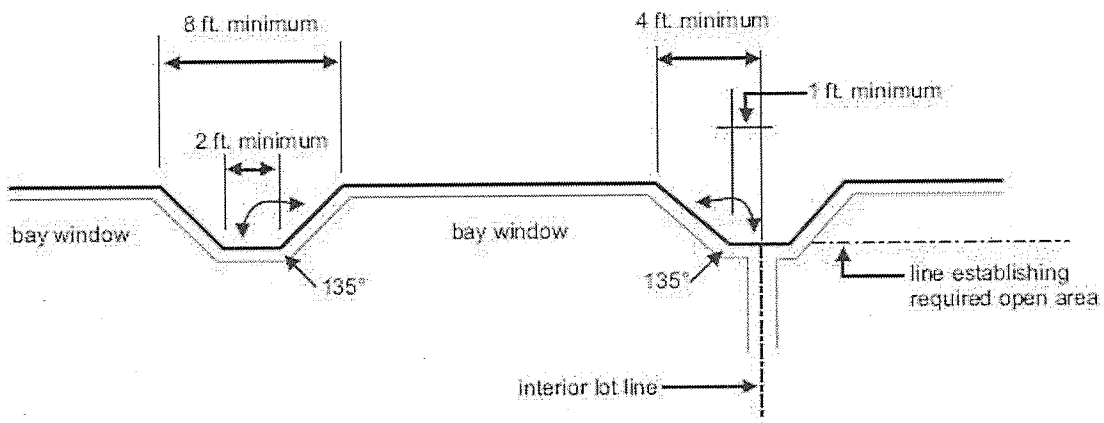
(C) The glass areas of each bay window, and the open portions of each balcony, shall be not less than 50 percent of the sum of the areas of the vertical surfaces of such bay window or balcony above the required open area. At least 1/3 of such required glass area of such bay window, and open portions of such balcony, shall be on one or more vertical surfaces situated at an angle of not less than 30 degrees to the line establishing the required open area. In addition, at least 1/3 of such required glass area or open portions shall be on the vertical surface parallel to, or most nearly parallel to, the line establishing each open area over which the bay window or balcony projects.

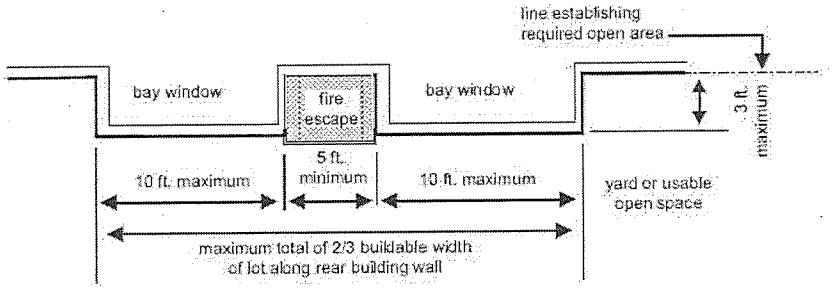
STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
				(D) The maximum length of each bay window or balcony shall be 15 feet at the line establishing the required open area, and shall be reduced in proportion to the distance from such line by means of 45 degree angles drawn inward from the ends of such 15-foot dimension, reaching a maximum of nine feet along a line parallel to and at a distance of three feet from the line establishing the required open area.



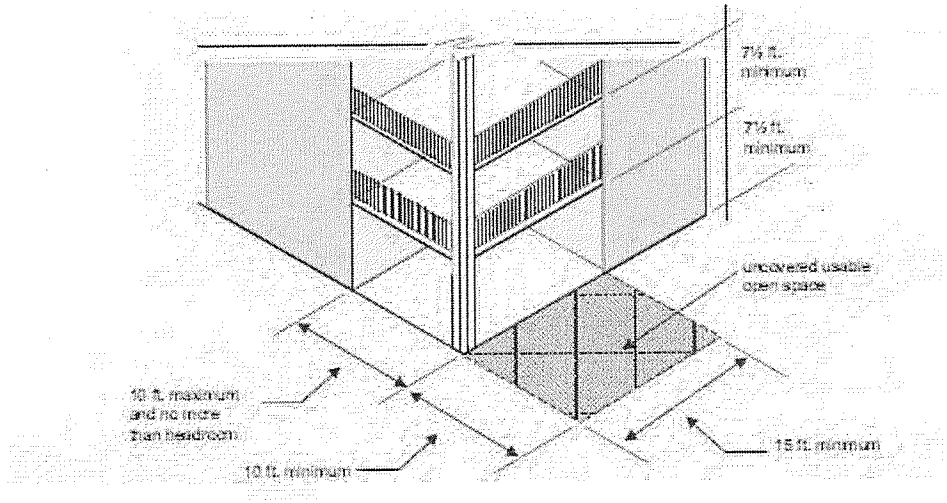
(E) Where a bay window and a balcony are located immediately adjacent to one another, and the floor of such balcony in its entirety has a minimum horizontal dimension of six feet, the limitations of Subparagraph (c)(2)(D) above shall be increased to a maximum length of 18 feet at the line establishing the required open area, and a maximum of 12 feet along a line parallel to and at a distance of three feet from the line establishing the required open area.



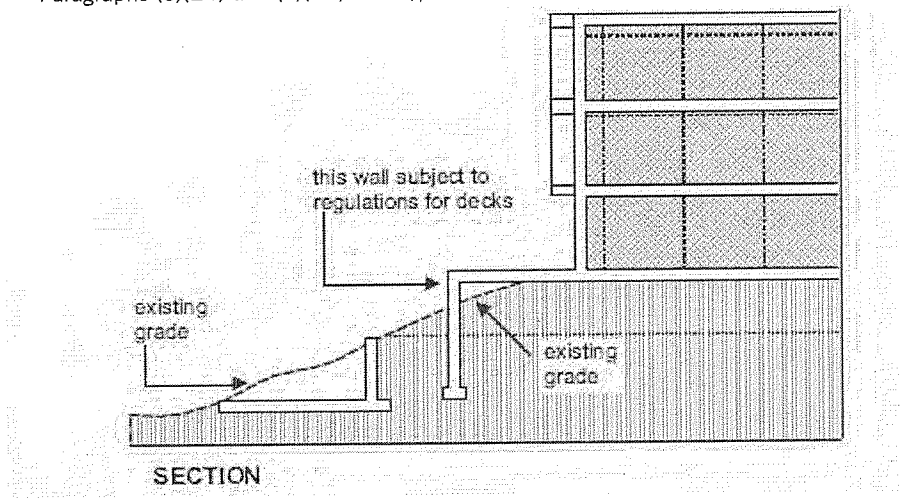
STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
				(F) The minimum horizontal separation between bay windows, between balconies, and between bay windows and balconies (except where a bay window and a balcony are located immediately adjacent to one another, as provided for in Subparagraph (c)(2)(E) above), shall be two feet at the line establishing the required open area, and shall be increased in proportion to the distance from such line by means of 135-degree angles drawn outward from the ends of such two-foot dimension, reaching a minimum of eight feet along a line parallel to and at a distance of three feet from the line establishing the required open area. (G) Each bay window or balcony over a street or alley, setback or rear yard shall also be horizontally separated from interior lot lines (except where the wall of a building on the adjoining lot is flush to the interior lot line immediately adjacent to the projecting portions of such bay window or balcony) by not less than one foot at the line establishing the required open area, with such separation increased in proportion to the distance from such line by means of a 135-degree angle drawn outward from such one-foot dimension, reaching a minimum of four feet along a line parallel to and at a distance of three feet from the line establishing the required open area; 

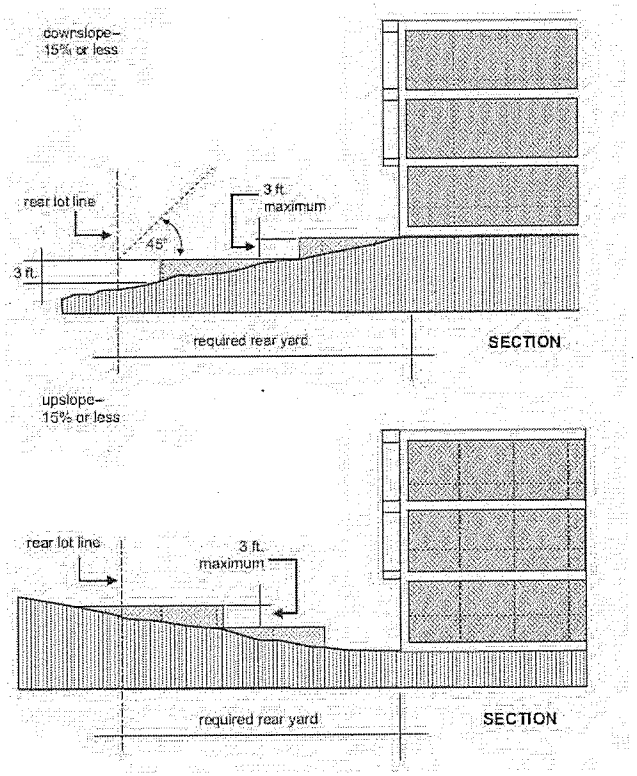
STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
		X	X	(3) Bay (projecting) windows, balconies (other than balconies used for primary access to two or more dwelling units or two or more bedrooms in group housing), and similar features that increase either the floor area of the building or the volume of space enclosed by the building above grade, when limited as specified herein. With respect to obstructions within yards and usable open space, the bay windows and balconies specified in Paragraph (c)(2) above shall be permitted as an alternative to those specified in this Paragraph (c)(3). (A) The minimum headroom shall be 7½ feet. (B) Projection into the required open area shall be limited to three feet, or 1/6 of the required minimum dimension (when specified) of the open area, whichever is less. (C) In the case of bay windows, the maximum length of each bay window shall be 10 feet, and the minimum horizontal separation between bay windows shall be five feet, above all parts of the required open area. (D) The aggregate length of all bay windows and balconies projecting into the required open area shall be no more than 2/3 the buildable width of the lot along a rear building wall, 2/3 the buildable length of a street side building wall, or 1/3 the length of all open areas along the buildable length of an interior side lot line; in the case of yards, these limits on aggregate length shall apply to the aggregate of all bay windows, balconies, fire escapes and chimneys. 
X	X	X	X	(4) Fire escapes, leaving at least 7½ feet of headroom exclusive of drop ladders to grade, and not projecting more than necessary for safety or in any case more than four feet six inches into the required open area. In the case of yards, the aggregate length of all bay windows, balconies, fire escapes and chimneys that extend into the required open area shall be no more than 2/3 the buildable width of the lot along a rear building wall, 2/3 the buildable length of a street side building wall, or 1/3 the buildable length of an interior side lot line;

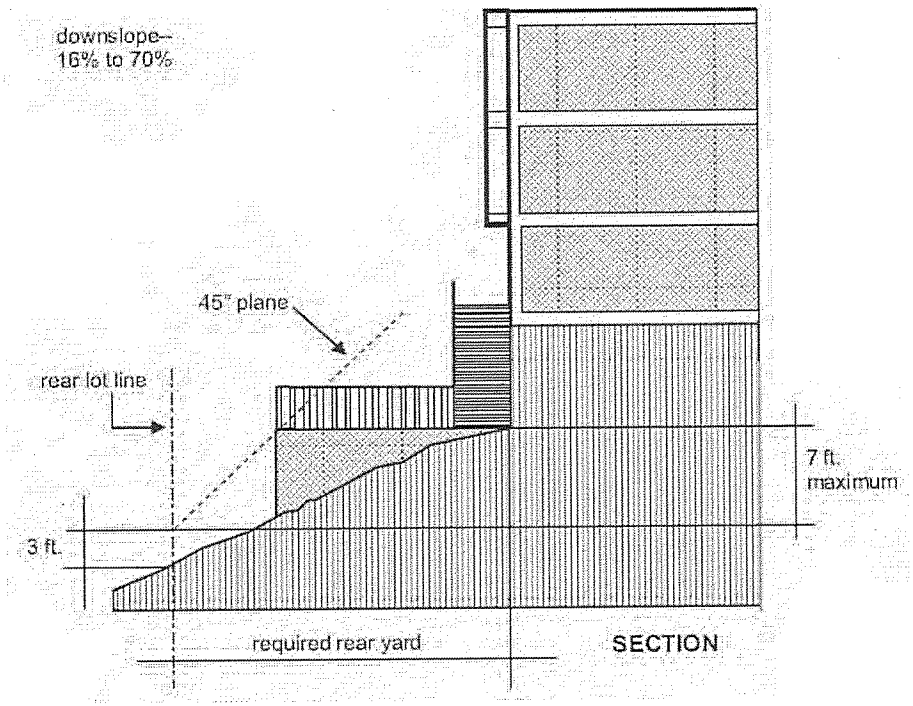
STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
			X	(5) Overhead horizontal projections other than those listed in Paragraphs (c)(1), (2), (3) and (4) above, leaving at least 7½ feet of headroom, where the depth of any such projection is no greater than the headroom it leaves, and in no case is greater than 10 feet; and provided that, in the case of common usable open space at ground level, the open space under the projection directly adjoins uncovered usable open space that is at least 10 feet in depth and 15 feet in width;
		X		(6) Chimneys not extending more than three feet into the required open area or 1/6 of the required minimum dimension (when specified) of the open area, whichever is less; provided, that the aggregate length of all bay windows, balconies, fire escapes and chimneys that extend into the required open area is no more than 2/3 the buildable width of the lot along a rear building wall, 2/3 the buildable length of a street side building wall, or 1/3 the buildable length of an interior side lot line;
X				(7) Temporary occupancy of street and alley areas during construction and alteration of buildings and structures, as regulated by the Building Code and other portions of the Municipal Code;
X				(8) Space below grade, as regulated by the Building Code and other portions of the Municipal Code;
X	X			(9) Building curbs and buffer blocks at ground level, not exceeding a height of nine inches above grade or extending more than nine inches into the required open area;
X	X			(10) Signs as regulated by Article 6 of this Code, at locations and to the extent permitted therein;
X	X			(11) Flagpoles for projecting flags permitted by Article 6 of this Code;
X	X			(12) Awnings, Canopies, and Marquees and for Limited Commercial Uses in Residential and RTO Districts, as defined in Section 102 and regulated by the Building Code, and as further limited in Section 136.1 and other provisions of this Code;

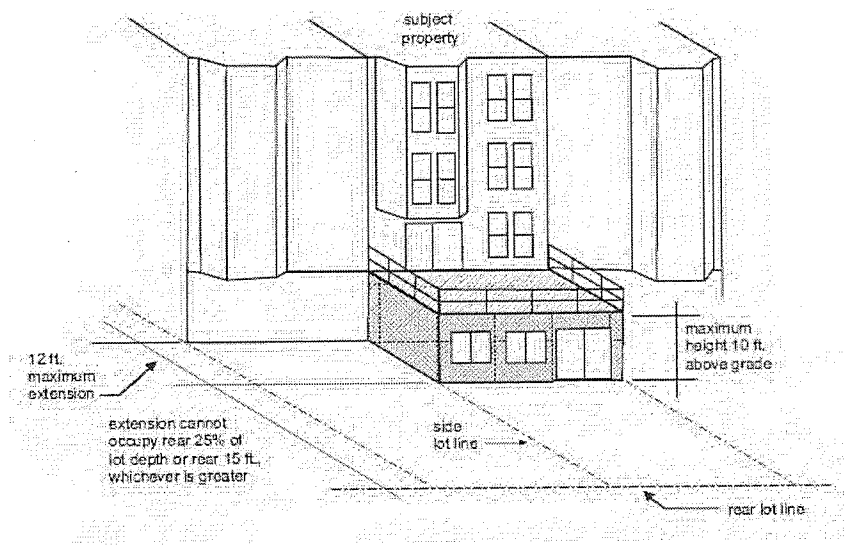


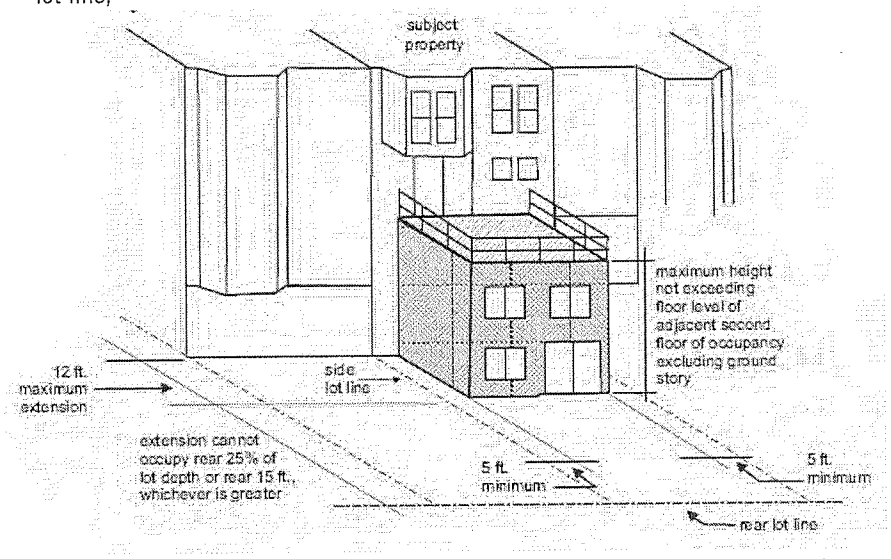
STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
	X	X	X	(13) Retaining walls that are necessary to maintain approximately the grade existing at the time of construction of a building. Other retaining walls and the grade maintained by them shall be subject to the same regulations as decks (see Paragraphs (c)(24) and (c)(25) below);
	X	X	X	(14) Steps of any type not more than three feet above grade, and uncovered stairways and landings not extending higher than the floor level of the adjacent first floor of occupancy above the ground story, and, in the case of yards and usable open space, extending no more than six feet into the required open area for any portion that is more than three feet above grade, provided that all such stairways and landings shall occupy no more than 2/3 the buildable width of the lot along a front or rear building wall, 2/3 the buildable length of a street side building wall, or 1/3 the length of all open areas along the buildable length of an interior side lot line;
X	X	X	X	(15) Railings no more than three feet six inches in height above any permitted step, stairway, landing, fire escape, deck, porch or balcony, or above the surface of any other structure permitted in the required open area.
	X	X	X	(16) Decorative railings and decorative grille work, other than wire mesh, at least 75 percent open to perpendicular view and no more than six feet in height above grade;
	X	X	X	(17) Fences no more than three feet in height above grade;
		X	X	(18) Fences and wind screens no more than six feet in height above grade;
		X		(19) Fences and wind screens no more than 10 feet in height above grade;
		X	X	(20) Normal outdoor recreational and household features such as play equipment and drying lines;
	X	X	X	(21) Landscaping and garden furniture;

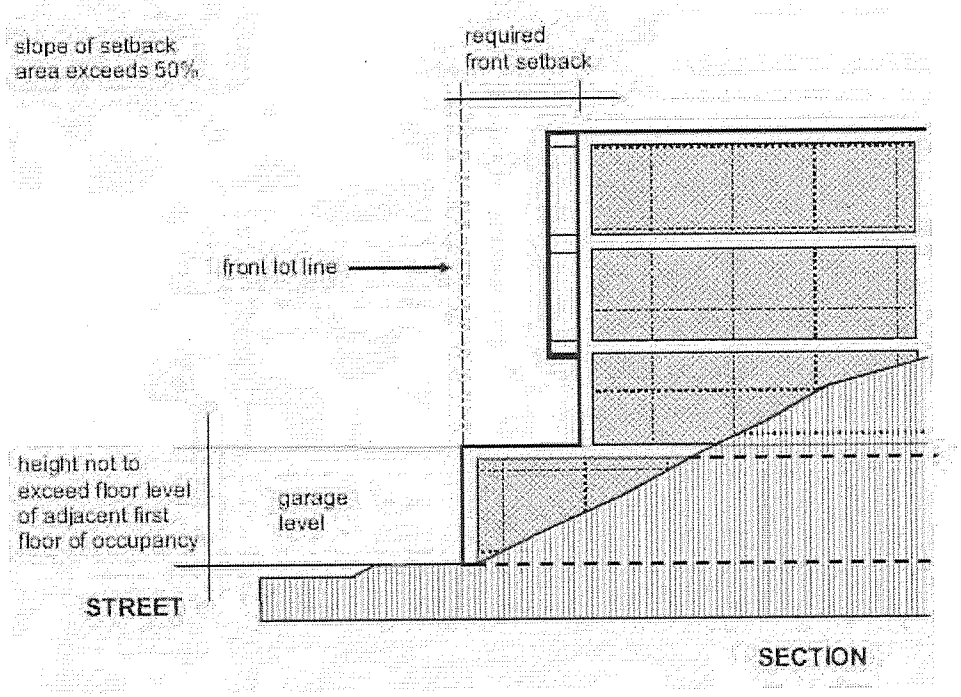


STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
		X	X	(22) Garden structures enclosed by walls on no more than 50 percent of their perimeter, such as gazebos and sunshades, if no more than eight feet in height above grade and covering no more than 60 square feet of land;
		X		(23) Other structures commonly used in gardening activities, such as greenhouses and sheds for storage of garden tools, if no more than eight feet in height above grade and covering no more than 100 square feet of land;
		X		(24) Decks, whether attached to a building or not, at or below the adjacent first floor of occupancy, if developed as usable open space and meeting the following requirements: (A) Slope of 15 percent or less. The floor of the deck shall not exceed a height of three feet above grade at any point in the required open area, nor shall such floor penetrate a plane made by a vertical angle 45 degrees above horizontal with its vertex three feet above grade at any lot line bordering the required open area, 

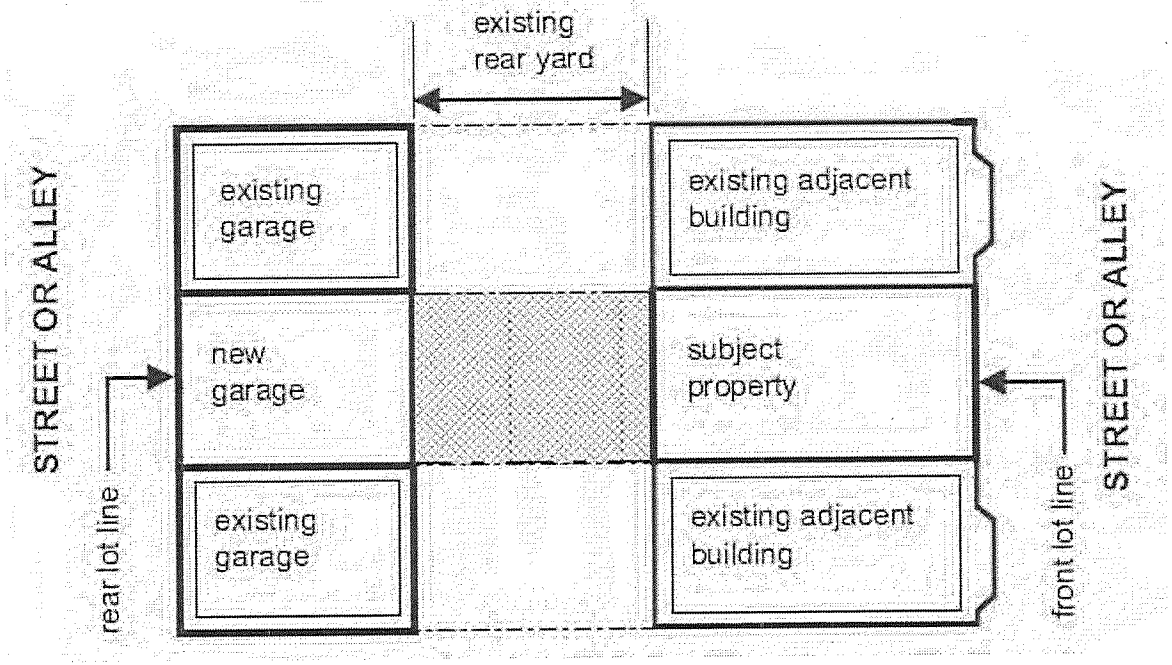
STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
				(B) Slope of more than 15 percent and no more than 70 percent. The floor of the deck shall not exceed a height of three feet above grade at any point along any lot line bordering the required open area, nor shall such floor penetrate a plane made by a vertical angle 45 degrees above horizontal with its vertex three feet above grade at any lot line bordering the required open area, except that when two or more lots are developed with adjacent decks whose floor levels differ by not more than three feet, whether or not the lots will remain in the same ownership, each deck may come all the way to the lot line adjacent to the other deck. In addition, the vertical distance measured up from grade to the floor of the deck shall not exceed seven feet at any point in the required open area, 

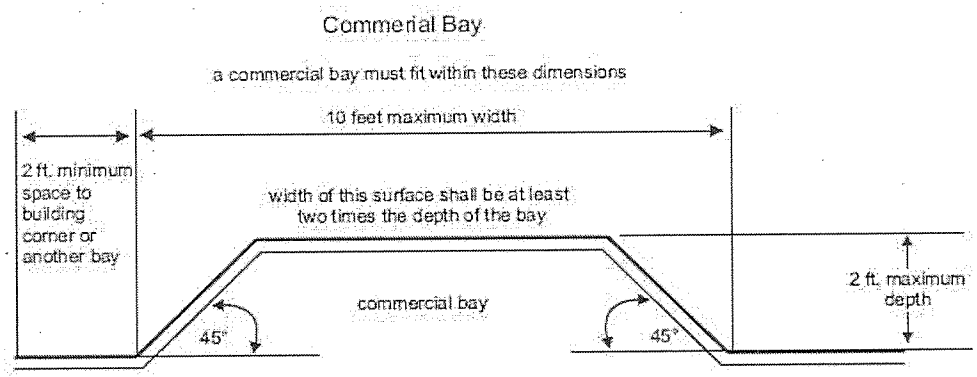
STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
				(C) Slope of more than 70 percent. Because in these cases the normal usability of the required open area is seriously impaired by the slope, a deck covering not more than 1/3 the area of the required open area may be built exceeding the heights specified above, provided that the light, air, view, and privacy of adjacent lots are not seriously affected. Each such case shall be considered on its individual merits. However, the following points shall be considered guidelines in these cases: (i) The deck shall be designed to provide the minimum obstruction to light, air, view and privacy. (ii) The deck shall be at least two feet inside all side lot lines. (iii) On downhill slopes, a horizontal angle of 30 degrees drawn inward from each side lot line at each corner of the rear building line shall be maintained clear, and the deck shall be kept at least 10 feet inside the rear lot line;
		X		(25) Except in required side yards, decks, and enclosed and unenclosed extensions of buildings, when limited as specified herein: (A) The structure shall extend no more than 12 feet into the required open area; and shall not occupy any space within the rear 25 percent of the total depth of the lot, or within the rear 15 feet of the depth of the lot, whichever is greater, (B) Within all parts of the required open area, the structure shall be limited in height to either: (i) 10 feet above grade, or 

STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
				(ii) A height not exceeding the floor level of the second floor of occupancy, excluding the ground story, at the rear of the building on the subject property, in which case the structure shall be no closer than five feet to any interior side lot line, 
				(C) Any fence or wind screen extending above the height specified in Subparagraph (c)(25)(B) shall be limited to six feet above such height; shall be no closer to any interior side lot line than one foot for each foot above such height; and shall have not less than 80 percent of its surfaces above such height composed of transparent or translucent materials;
		X		(26) Garages which are underground, or under decks conforming to the requirements of Paragraph (c)(24) or (c)(25) above, if their top surfaces are developed as usable open space, provided that no such garage shall occupy any area within the rear 15 feet of the depth of the lot;

STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
	X			(27) Garages, where the average slope of the required open area ascends from the street lot line to the line at the setback and exceeds 50 percent, provided the height of the garage is limited to 10 feet above grade, or the floor level of the adjacent first floor of occupancy on the subject property, whichever height is less;  Reserved.

STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
		X		(29) Garages, where the subject property is a through lot having both its front and its rear lot line along streets, alleys, or a street and an alley, and both adjoining lots (or the one adjoining lot where the subject property is also a corner lot) contain a garage structure adjacent to the required rear yard on the subject property, provided the garage on the subject property does not exceed the average of the two adjacent garage structures (or the one adjacent garage structure where the subject property is a corner lot) in either height above grade or encroachment upon the required rear yard;
X	X	X		(30) Driveways, for use only to provide necessary access to required or permitted parking that is located in the buildable area of the subject property other than in a required open area, and where such driveway has only the minimum width needed for such access, and in no case shall parking be allowed in the setback;
		X	X	(31) In the Outer Clement Street Neighborhood Commercial District, outdoor activity area if used in connection with a commercial use on a contiguous lot and which existed in 1978 and has remained in said use since 1978.



STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
				(d) Notwithstanding the limitations of Subsection (c) of this Section, the following provisions shall apply in C-3 districts: (1) Decorative Architectural Features. Decorative architectural features not increasing the interior floor area or volume of the space enclosed by the building are permitted over streets and alleys and into setbacks within the maximum vertical and horizontal dimensions described as follows: (A) At roof level, decorative features such as cornices, eaves, and brackets may project four feet in districts other than C-3-O(SD) and 10 feet in the C-3-O(SD) district with a maximum vertical dimension no greater than six feet. (B) At all levels above the area of minimum vertical clearance required in Subsection (a)(1) above, decorative features, such as belt courses, entablatures, and bosses, may project two feet, with a maximum vertical dimension of four feet, except that in the C-3-O(SD) district at all levels above a minimum vertical clearance of 20 feet from sidewalk grade, decorative features may project half the width of the sidewalk up to a maximum projection of 10 feet. (C) At all levels above the area of minimum vertical clearance required by Subsection (a)(1) above, vertical decorative features, such as pilasters, columns, and window frames (including pediment and sills), with a cross-sectional area of not more than three square feet at midpoint, may project one foot horizontally. (2) Bay Windows. Notwithstanding the provisions of Subsections (c)(2)(D) and (F) of this Section, bay windows on nonresidential floors of a structure are permitted only if the width of the bay is at least two times its depth, the total width of all bays on a façade plane does not exceed ½ of the width of the façade plane, and the maximum horizontal (plan) dimensions of the bay fit within the dimensions set forth in the diagram below. 

SECTION 138.1. STREETSCAPE AND PEDESTRIAN IMPROVEMENTS.

#	PHYSICAL ELEMENT	BETTER STREETS PLAN SECTION
1	Curb ramps*	5.1
2	Marked crosswalks*	5.1
3	Pedestrian-priority signal devices and timings	5.1
4	High-visibility crosswalks	5.1
5	Special crosswalk treatments	5.1
6	Restrictions on vehicle turning movements at crosswalks	5.1
7	Removal or reduction of permanent crosswalk closures	5.1
8	Mid-block crosswalks	5.1
9	Raised crosswalks	5.1
10	Curb radius guidelines	5.2
11	Corner curb extensions or bulb-outs*	5.3
12	Extended bulb-outs	5.3
13	Mid-block bulb-outs	5.3
14	Center or side medians	5.4
15	Pedestrian refuge islands	5.4
16	Transit bulb-outs	5.5
17	Transit boarding islands	5.5
18	Flexible use of the parking lane	5.6
19	Parking lane planters	5.6
20	Chicanes	5.7
21	Traffic calming circles	5.7
22	Modern roundabouts	5.7
23	Sidewalk or median pocket parks	5.8
24	Reuse of 'pork chops' and excess right-of-way	5.8
25	Multi-way boulevard treatments	5.8
26	Shared public ways	5.8
27	Pedestrian-only streets	5.8
28	Public stairs	5.8
29	Street trees*	6.1
30	Tree basin furnishings*	6.1
31	Sidewalk planters*	6.1
32	Above-ground landscaping	6.1
33	Stormwater management tools*	6.2
34	Street and pedestrian lighting*	6.3
35	Special paving*	6.4
36	Site furnishings*	6.5
37	Driveways	6.6

Table D.13.1 Pedestrian and Streetscape Elements per the *Better Streets Plan(2010)* standard streetscape elements marked with a *. (Requirement varies by street type: see the *Better Streets Plan.*)

(c) Required streetscape and pedestrian improvements. Development projects shall include streetscape and pedestrian improvements on all publicly accessible rights-of-way directly fronting the property as follows:

(2) Other streetscape and pedestrian elements for large projects.

(A) Application.

(i) In any district, streetscape and pedestrian elements in conformance with the Better Streets Plan shall be required, if all the following conditions are present: (1) the project is on a lot that (a) is greater than one-half acre in total area, (b) contains 250 feet of total lot frontage on one or more publicly-accessible rights-of-way, or (c) the frontage encompasses the entire block face between the nearest two intersections with any other publicly-accessible rights-of-way, and (2) the project includes (a) new construction or (b) addition of 20% or more of gross floor area to an existing building.

(ii) Project Sponsors that meet the thresholds of this Subsection shall submit a streetscape plan to the Planning Department showing the location, design, and dimensions of all existing and proposed streetscape elements in the public right-of-way directly adjacent to the fronting property, including street trees, sidewalk landscaping, street lighting, site furnishings, utilities, driveways, and curb lines, and the relation of such elements to proposed new construction and site work on the subject property.

(B) Standards.

(i) Required streetscape elements. A continuous soil-filled trench parallel to the curb shall connect all street tree basins for those street trees required under the Public Works Code. The trench may be covered only by permeable surfaces as defined in Section 102 of the Planning Code, except at required tree basins, where the soil must remain uncovered. The Director of Planning, or his or her designee, may modify or waive this requirement where a continuous trench is not possible due to the location of existing utilities, driveways, sub-sidewalk basements, or other pre-existing surface or sub-surface features.

(ii) Additional streetscape elements. The Department shall consider, but need not require, additional streetscape elements for the appropriate street type per Table D.13.1 and the Better Streets Plan, including benches, bicycle racks, curb ramps, corner curb extensions, stormwater facilities, lighting, sidewalk landscaping, special sidewalk paving, and other site furnishings, excepting crosswalks and pedestrian signals.

a. Streetscape elements shall be selected from a City-approved palette of materials and furnishings, where applicable, and shall be subject to approval by all applicable City agencies.

b. Additionally, streetscape elements shall be consistent with the overall character and materials of the district, and shall have a logical transition or termination to the sidewalk and/or roadway adjacent to the fronting property.

(iii) Sidewalk widening. The Planning Department in consultation with other agencies shall evaluate whether sufficient roadway space is available for sidewalk widening for the entirety or a portion of the fronting public right-of-way in order to meet or exceed the recommended sidewalk widths for the appropriate street type per Table D.13.2 and the Better Streets Plan and/or to provide additional space for pedestrian and streetscape amenities. If it is found that sidewalk widening is feasible and desirable, the Planning Department shall require the owner or developer to install such sidewalk widening as a condition of approval, including all associated utility re-location, drainage, and street and sidewalk paving.

(iv) Minimum sidewalk width. New publicly-accessible rights-of-way proposed as part of development projects shall meet or exceed the recommended sidewalk widths for the appropriate street type per Table D.13.2. Where a consistent front building setback of 3 feet or greater extending for at least an entire block face is provided, the recommended sidewalk width may be reduced by up to 2 feet.

	STREET TYPE (PER BETTER STREETS PLAN)	RECOMMENDED SIDEWALK WIDTH (MINIMUM REQUIRED FOR NEW STREETS)
Commercial	Downtown commercial	See Downtown Streetscape Plan
-	Commercial throughway	15'
-	Neighborhood commercial	15'
Residential	Downtown residential	15'
-	Residential throughway	15'
-	Neighborhood residential	12'
Industrial/Mixed-Use	Industrial	10'
-	Mixed-use	15'
Special	Parkway	17'
-	Park edge (multi-use path)	25'
-	Multi-way boulevard	15'
-	Ceremonial	varies
Small	Alley	9'
-	Shared public way	n/a
-	Paseo	varies

Table D.13.2 Recommended Sidewalk Widths by Street Type

(C) Review and approvals.

(i) The streetscape plan required by this section shall be submitted to the Planning Department no later than 60 days prior to any Department or Planning Commission approval action, and shall be considered for approval at the time of other project approval actions. The Planning Department may require any or all standard streetscape elements for the appropriate street type per Table 1 and the Better Streets Plan, if it finds that these improvements are necessary to meet the goals and objectives of the General Plan of the City and County of San Francisco. In making its determination about required streetscape and pedestrian elements, the Planning Department shall consult with other City agencies tasked with the design, permitting, use, and maintenance of the public right-of-way.

(ii) Final approval by the affected agencies and construction of such streetscape improvements shall be completed prior to the issuance of the first Certificate of Occupancy or temporary Certificate of Occupancy for the project, unless otherwise extended by the Zoning Administrator. Should conditions, policies, or determinations by other City agencies require a change to the streetscape plan after approval of the streetscape plan but prior to commencement of construction of the streetscape improvements, the Planning Department shall have the authority to require revision to such streetscape plan. In such case, the Zoning Administrator shall extend the timeframe for completion of such improvements by an appropriate duration as necessary.

(iii) Waiver. Any City agency tasked with the design, permitting, use, and maintenance of the public right-of-way, may waive any or all Department required improvements of the streetscape plan as described in this Subsection under that agency's jurisdiction if said agency determines that such improvement or improvements is inappropriate, interferes with utilities to an extent that makes installation financially infeasible, or would negatively affect the public welfare. Any such waiver shall be from the Director or General Manager of the affected agency, shall be in writing to the applicant and the Department, and shall specify the basis for the waiver. Waivers, if any, shall be obtained prior to commencement of construction of the streetscape improvements unless extenuating circumstances arise during the construction of said improvements. If such a waiver is granted, the Department reserves the right to impose alternative requirements that are the same as or similar to the elements in the adopted streetscape plan after consultation with the affected agency. This Subsection shall not apply to the waiver of the street tree requirement set forth in Section 138.1(c)(1).

SECTION 153. RULES FOR CALCULATION OF REQUIRED SPACES

(a) In the calculation of off-street parking, freight loading spaces, and bicycle parking spaces required under Sections 151, 152, 152.1, 155.2, 155.3 and 155.4 of this Code, the following rules shall apply:

(1) In the case of mixed uses in the same structure, on the same lot or in the same development, or more than one type of activity involved in the same use, the total requirements for off-street parking and loading spaces shall be the sum of the requirements for the various uses or activities computed separately, including fractional values.

(2) Where an initial quantity of floor area, rooms, seats or other form of measurement is exempted from off-street parking or loading requirements, such exemption shall apply only once to the aggregate of that form of measurement. If the initial exempted quantity is exceeded, for either a structure or a lot or a development, the requirement shall apply to the entire such structure, lot or development, unless the contrary is specifically stated in this Code. In combining the requirements for use categories in mixed use buildings, all exemptions for initial quantities of square footage for the uses in question shall be disregarded, excepting the exemption for the initial quantity which is the least among all the uses in question.

(3) Where a structure or use is divided by a zoning district boundary line, the requirements as to quantity of off-street parking and loading spaces shall be calculated in proportion to the amount of such structure or use located in each zoning district.

(4) Where seats are used as the form of measurement, each 22 inches of space on benches, pews and similar seating facilities shall be considered one seat.

(5) When the calculation of the required number of off-street parking or freight loading spaces results in a fractional number, a fraction of ½ or more shall be adjusted to the next higher whole number of spaces, and a fraction of less than ½ may be disregarded.

(6) In C-3, MUG, MUR, MUO, UMU, and South of Market Districts, substitution of two service vehicle spaces for each required off-street freight loading space may be made, provided that a minimum of 50 percent of the required number of spaces are provided for freight loading. Where the 50 percent allowable substitution results in a fraction, the fraction shall be disregarded.

SECTION 155.2. BICYCLE PARKING: APPLICABILITY AND REQUIREMENTS FOR SPECIFIC USES

(b) Rules for Calculating Bicycle Parking Requirements.

(1) Under no circumstances may total bicycle parking provided for any use, building, or lot constitute less than five percent of the automobile parking spaces for the subject building, as required by Section 5.106.4 of the 2013 California Green Building Standards Code (CalGreen) (California Title 24, Part 11), as amended from time to time.

(2) Calculations of bicycle parking requirements shall follow the rules of Section 153(a) of this Code.

(3) [INTENTIONALLY OMITTED]

(4) [INTENTIONALLY OMITTED]

(5) [INTENTIONALLY OMITTED]

(6) Where a project proposes to construct new Non-Residential Uses or increase the area of existing Non-Residential Uses, for which the project has not identified specific uses at the time of project approval by the Planning Department or Planning Commission, the project shall provide the amount of non-residential bicycle parking required for Retail Sales per Table 155.2 .

USE	MINIMUM NUMBER OF CLASS 1 SPACES REQUIRED	MINIMUM NUMBER OF CLASS 2 SPACES REQUIRED
RESIDENTIAL USES		
Dwelling Units (on lots with 3 units or less)	No racks required. Provide secure, weather protected space meeting dimensions set in Zoning Administrator Bulletin No. 9, one per unit, easily accessible to residents and not otherwise used for automobile parking or other purposes.	None.
Dwelling Units (including SRO Units and Student Housing that are Dwelling Units)	One Class 1 space for every Dwelling Unit. For buildings containing more than 100 Dwelling Units, 100 Class 1 spaces plus one Class 1 space for every four Dwelling Units over 100. Dwelling Units that are also considered Student Housing shall provide 50 percent more spaces than would otherwise be required.	One per 20 units. Dwelling Units that are also considered Student Housing shall provide 50 percent more spaces than would otherwise be required.
Group Housing (including SRO Units and Student Housing that are Group Housing; Homeless Shelters are exempt)	One Class 1 space for every four beds. For buildings containing over 100 beds, 25 Class 1 spaces plus one Class 1 space for every five beds over 100. Group housing that is also considered Student Housing per Section 102.36 shall provide 50 percent more spaces than would otherwise be required.	Minimum two spaces. Two Class 2 spaces for every 100 beds. Group Housing that is also considered Student Housing shall provide 50 percent more spaces than would otherwise be required.
Senior Housing or Dwelling Units dedicated to persons with physical disabilities	One Class 1 space for every 10 units or beds, whichever is applicable.	Minimum two spaces. Two Class 2 spaces for every 50 units or beds, whichever is applicable.
NON-RESIDENTIAL USES		
Agricultural Uses Category		
Agricultural Uses	One Class 1 space for every 40,000 square feet.	None.
Automotive Uses Category		
Automotive Uses not listed below	One class 1 space for every 12,000 square feet of Occupied Floor Area, except not less than two Class 1 spaces for any use larger than 5,000 occupied square feet.	Minimum of two spaces. Four Class 2 spaces for any use larger than 50,000 occupied square feet.
Private Parking Garage or Lot, Public Parking Garage or Lot, Vehicle Storage Garage or Lot	None are required. However, if Class 1 spaces that can be rented on an hourly basis are provided, they may count toward the garage's requirement for Class 2 spaces.	One Class 2 space for every 20 car spaces, except in no case less than six Class 2 spaces.
Entertainment, Arts and Recreation Uses Category		
Entertainment, Arts and Recreation Uses not listed below	Five Class 1 spaces for facilities with a capacity of less than 500 guests; 10 Class 1 spaces for facilities with capacity of greater than 500 guests.	One Class 2 space for every 500 seats or for every portion of each 50 person capacity.
Arts Activities	Minimum two spaces or one Class 1 space for every 5,000 square feet of Occupied Floor Area.	Minimum two spaces or one Class 2 space for every 2,500 square feet of publicly accessible or exhibition space.

USE	MINIMUM NUMBER OF CLASS 1 SPACES REQUIRED	MINIMUM NUMBER OF CLASS 2 SPACES REQUIRED
Sports Stadium, Arena, Amphitheater, or other venue of public gathering with a capacity of greater than 2,000 people	One Class 1 space for every 20 Employees during events.	Five percent of venue capacity excluding Employees. A portion of these must be provided in Attended Facilities as described in Section 155.1(b)(3).
Industrial Uses Category		
Industrial Uses	One Class 1 space for every 12,000 square feet of Occupied Floor Area, except not less than two Class 1 spaces for any use larger than 5,000 occupied square feet.	Minimum of two spaces. Four Class 2 spaces for any use larger than 50,000 occupied square feet.
Institutional Uses Category		
Child Care Facility	Minimum two spaces or one space for every 20 children.	One Class 2 space for every 20 children.
Community Facility, Private Community Facility, Public Facility	Minimum two spaces or one Class 1 space for every 5,000 square feet of Occupied Floor Area.	Minimum two spaces or one Class 2 space for every 2,500 occupied square feet of publicly-accessible or exhibition area.
Hospital	One Class 1 space for every 15,000 square feet of Occupied Floor Area.	One Class 2 space for every 30,000 square feet of Occupied Floor Area, but no less than four located near each public pedestrian entrance.
Medical Cannabis Dispensary	One Class 1 space for every 7,500 square feet of Occupied Floor Area.	Minimum two spaces. One Class 2 space for every 2,500 square feet of Occupied Floor Area. For uses larger than 50,000 occupied gross square feet, 10 Class 2 spaces plus one Class 2 space for every additional 10,000 occupied square feet.
Philanthropic Administrative Service, Social Service or Philanthropic Facility	One Class 1 space for every 5,000 square feet of Occupied Floor Area.	Minimum two spaces for any use greater than 5,000 square feet of Occupied Floor Area, and one Class 2 space for each additional 50,000 occupied square feet.
Post-Secondary Educational Institution or Trade School	One Class 1 space for every 20,000 square feet of Occupied Floor Area.	Minimum two spaces. One Class 2 space for every 10,000 square feet of Occupied Floor Area.
Religious Facility	Five Class 1 spaces for facilities with a capacity of less than 500 guests; 10 Class 1 spaces for facilities with a capacity of greater than 500 guests.	One Class 2 space for every 500 seats or for every portion of each 50 person capacity.
Residential Care Facility	None required.	Minimum two spaces. Two Class 2 spaces for every 50 units or beds, whichever is applicable.
School	Four Class 1 spaces for every classroom.	One Class 2 space for every classroom.

USE	MINIMUM NUMBER OF CLASS 1 SPACES REQUIRED	MINIMUM NUMBER OF CLASS 2 SPACES REQUIRED
Sales and Services Use Category		
Retail Sales and Services Uses not listed below	One Class 1 space for every 7,500 square feet of Occupied Floor Area.	Minimum two spaces. One Class 2 space for every 2,500 sq. ft. of Occupied Floor Area. For uses larger than 50,000 occupied square feet, 10 Class 2 spaces plus one Class 2 space for every additional 10,000 occupied square feet.
Eating and Drinking Uses, Personal Services, Financial Services	One Class 1 space for every 7,500 square feet of Occupied Floor Area.	Minimum two spaces. One Class 2 space for every 750 square feet of Occupied Floor Area.
Health Service	One Class 1 space for every 5,000 square feet of Occupied Floor Area.	One Class 2 space for every 15,000 square feet of Occupied Floor Area, but no less than four located near each public pedestrian entrance.
Hotel, Motel	One Class 1 space for every 30 rooms.	Minimum two spaces. One Class 2 space for every 30 rooms -plus- One Class 2 space for every 5,000 square feet of Occupied Floor Area of conference, meeting or function rooms.
Mortuary	None.	None.
Retail space devoted to the handling of bulky merchandise such as motor vehicles, machinery or furniture, excluding grocery stores	Minimum two spaces. One Class 1 space for every 15,000 square feet of Occupied Floor Area.	Minimum two spaces. One Class 2 space for every 10,000 square feet of Occupied Floor Area.
Self-Storage	One Class 1 space for every 40,000 square feet.	None.
Trade Shop, Retail Greenhouse or Nursery	One Class 1 space for every 12,000 square feet of Occupied Floor Area, except not less than two Class 1 spaces for any use larger than 5,000 occupied square feet.	Minimum of two spaces. Four Class 2 spaces for any use larger than 50,000 occupied square feet.
Non-Retail Sales and Services not listed below	One Class 1 space for every 12,000 square feet of Occupied Floor Area, except not less than two Class 1 spaces for any use larger than 5,000 occupied square feet.	Minimum of two spaces. Four Class 2 spaces for any use larger than 50,000 gross square feet.
Commercial Storage, Wholesale Storage	One Class 1 space for every 40,000 square feet of Occupied Floor Area.	None.
Office	One Class 1 space for every 5,000 square feet of Occupied Floor Area.	Minimum two spaces for any Office Use greater than 5,000 square feet of Occupied Floor Area, and one Class 2 space for each additional 50,000 occupied square feet.
Utility and Infrastructure Uses Category		
Utility and Infrastructure Uses non listed below	None required.	None required.

SECTION 155.4. REQUIREMENTS FOR SHOWER FACILITIES AND LOCKERS

(c) Requirements.

USES	MINIMUM SHOWER FACILITY AND LOCKERS REQUIRED
Entertainment, Arts and Recreation Uses; Industrial Uses; Institutional Uses; Non-Retail Sales and Services Uses; Utility and Infrastructure Uses; Small Enterprise Workspace; and Trade Shop	- One shower and six clothes lockers where the Occupied Floor Area exceeds 10,000 square feet but is no greater than 20,000 square feet,
	- Two showers and 12 clothes lockers where the Occupied Floor Area exceeds 20,000 square feet but is no greater than 50,000 square feet,
	- Four showers and 24 clothes lockers are required where the Occupied Floor Area exceeds 50,000 square feet.
Retail Sales and Services Uses, except as listed above	- One shower and six clothes lockers where the Occupied Floor Area exceeds 25,000 square feet but is no greater than 50,000 square feet,
	- Two showers and 12 clothes lockers where the Occupied Floor Area exceeds 50,000 square feet.

SECTION 166. CAR SHARING

(a) Findings. The Board hereby finds and declares as follows: One of the challenges posed by new development is the increased number of privately-owned automobiles it brings to San Francisco's congested neighborhoods. Growth in the number of privately-owned automobiles increases demands on the City's limited parking supply and often contributes to increased traffic congestion, transit delays, pollution and noise. Car-sharing can mitigate the negative impacts of new development by reducing the rate of individual car-ownership per household, the average number of vehicle miles driven per household and the total amount of automobile-generated pollution per household. Accordingly, car-sharing services should be supported through the Planning Code when a car-sharing organization can demonstrate that it reduces:

(1) the number of individually-owned automobiles per household;

(2) vehicle miles traveled per household; and

(3) vehicle emissions generated per household.

(b) Definitions. For purposes of this Code, the following definitions shall apply:

(1) A "car-share service" is a mobility enhancement service that provides an integrated citywide network of neighborhood-based motor vehicles available only to members by reservation on an hourly basis, or in smaller intervals, and at variable rates. Car-sharing is designed to complement existing transit and bicycle transportation systems by providing a practical alternative to private motor vehicle ownership, with the goal of reducing over-dependency on individually owned motor vehicles. Car-share vehicles must be located at unstaffed, self-service locations (other than any incidental garage valet service), and generally be available for pick-up by members 24 hours per day. A car-share service shall provide automobile insurance for its members when using car-share vehicles and shall assume responsibility for maintaining car-share vehicles.

(2) A "certified car-share organization" is any public or private entity that provides a membership-based car-share service to the public and manages, maintains and insures motor vehicles for shared use by individual and group members. To qualify as a certified car-share organization, a car-share organization shall submit a written report prepared by an independent third party academic institution or transportation consulting firm that clearly demonstrates, based on a statistically significant analysis of quantitative data, that such car-sharing service has achieved two or more of the following environmental performance goals in any market where they have operated for at least two years: (A) lower household automobile ownership among members than the market area's general population; (B) lower annual vehicle miles traveled per member household than the market area's general population; (C) lower annual vehicle emissions per member household than the market area's general population; and (D) higher rates of transit usage, walking, bicycling and other non-automobile modes of transportation usage for commute trips among members than the market area's general population. This report shall be called a Car-sharing Certification Study and shall be reviewed by Planning Department staff for accuracy and made available to the public upon request. The Zoning Administrator shall only approve certification of a car-share organization if the Planning Department concludes that the Certification Study is technically accurate and clearly demonstrates that the car-share organization has achieved two or more of the above environmental performance goals during a two-year period of operation. The Zoning Administrator shall establish specific quantifiable performance thresholds, as appropriate, for each of the three environmental performance goals set forth in this subsection.

(3) The Planning Department shall maintain a list of certified car-share organizations that the Zoning Administrator has determined satisfy the minimum environmental performance criteria set forth in subsection 166(b)(2) above. Any car-share organization seeking to benefit from any of the provisions of this Code must be listed as a certified car-share organization.

(4) An "off-street car-share parking space" is any parking space generally complying with the standards set forth for the district in which it is located and dedicated for current or future use by any car-share organization through a deed restriction, condition of approval or license agreement. Such deed restriction, condition of approval or license agreement must grant priority use to any certified car-share organization that can make use of the space, although such spaces may be occupied by other vehicles so long as no certified car-share organization can make use of the dedicated car-share spaces. Any off-street car-share parking space provided under this Section must be provided as an independently accessible parking space. In new parking facilities that do not

provide any independently accessible spaces other than those spaces required for disabled parking, off-street car-share parking may be provided on vehicle lifts so long as the parking space is easily accessible on a self-service basis 24 hours per day to members of the certified car-share organization. Property owners may enact reasonable security measures to ensure such 24-hour access does not jeopardize the safety and security of the larger parking facility where the car-share parking space is located so long as such security measures do not prevent practical and ready access to the off-street car-share parking spaces.

(5) A "car-share vehicle" is a vehicle provided by a certified car-share organization for the purpose of providing a car-share-service.

(6) A "property owner" refers to the owner of a property at the time of project approval and its successors and assigns.

(c) Generally Permitted. Car-share spaces shall be generally permitted in the same manner as residential accessory parking. Any residential or commercial parking space may be voluntarily converted to a car-share space.

(d) Requirements for Provision of Car-Share Parking Spaces.

(1) Amount of Required Spaces. In newly constructed buildings containing residential uses or existing buildings being converted to residential uses, if parking is provided, car-share parking spaces shall be provided in the amount specified in Table 166. In newly constructed buildings containing parking for non-residential uses, including non-accessory parking in a garage or lot, car-share parking spaces shall be provided in the amount specified in Table 166.

NUMBER OF RESIDENTIAL UNITS	NUMBER OF REQUIRED CAR-SHARE PARKING SPACES
0 - 49	0
50 - 200	1
201 or more	2, plus 1 for every 200 dwelling units over 200
NUMBER OF PARKING SPACES PROVIDED FOR NON-RESIDENTIAL USES OR IN A NON-ACCESSORY PARKING FACILITY	**NUMBER OF REQUIRED CAR-SHARE PARKING SPACES**
0 - 24	0
25 - 49	1
50 or more	1, plus 1 for every 50 parking spaces over 50

Table 166: REQUIRED CAR-SHARE PARKING SPACES

(2) Availability of Car-Share Spaces. The required car-share spaces shall be made available, at no cost, to a certified car-share organization for purposes of providing car-share services for its car-share service subscribers. At the election of the property owner, the car-share spaces may be provided

(A) on the building site, or

(B) on another off-street site within 800 feet of the building site.

(3) Off-Street Spaces. If the car-share space or spaces are located on the building site or another off-street site:

(A) The parking areas of the building shall be designed in a manner that will make the car-share parking spaces accessible to non-resident subscribers from outside the building as well as building residents;

(B) Prior to Planning Department approval of the first building or site permit for a building subject to the car-share requirement, a Notice of Special Restriction on the property shall be recorded indicating the nature of requirements of this Section and identifying the minimum number and location of the required car-share parking spaces. The form of the notice and the location or locations of the car-share parking spaces shall be approved by the Planning Department;

(C) All required car-share parking spaces shall be constructed and provided at no cost concurrently with the construction and sale of units; and

(D) if it is demonstrated to the satisfaction of the Planning Department that no certified car-share organization can make use of the dedicated car-share parking spaces, the spaces may be occupied by non-car-share vehicles; provided, however, that upon ninety (90) days of advance written notice to the property owner from a certified car-sharing organization, the property owner shall terminate any non car-sharing leases for such spaces and shall make the spaces available to the car-share organization for its use of such spaces.

(e) Substitution for Required Parking. Provision of a required car-share parking space shall satisfy or may substitute for any required residential parking; however, such space shall not be counted against the maximum number of parking spaces allowed by this Code as a principal use, an accessory use, or a conditional use.

(f) List of Car-Share Projects. The Planning Department shall maintain a publicly-accessible list, updated quarterly, of all projects approved with required off-street car-share parking spaces. The list shall contain the Assessor's Block and Lot number, address, number of required off-street car-share parking spaces, project sponsor or property owner contact information and other pertinent information, as determined by the Zoning Administrator.

(g) Optional Car-Share Spaces.

(1) Amount of Optional Spaces. In addition to any permitted or required parking that may apply to the project, the property owner may elect to provide additional car-share parking spaces in the maximum amount specified in Table 166A; provided, however, that the optional car-share parking spaces authorized by this subsection (g) are not permitted for a project that receives a Conditional Use authorization to increase parking. Additional car-share parking spaces shall be allowed beyond the maximum amount specified in Table 166A, to the extent needed, when such additional car-share parking spaces are part of a Development Project's compliance with the Transportation Demand Management Program set forth in Section 169 of the Planning Code.

NUMBER OF RESIDENTIAL UNITS	MAXIMUM NUMBER OF OPTIONAL CAR-SHARE PARKING SPACES
10- 24	2
25 - 49	3
50 or more	5
AMOUNT OF SQUARE FOOTAGE FOR NON-RESIDENTIAL USES	**MAXIMUM NUMBER OF OPTIONAL CAR-SHARE PARKING SPACES**
5,000 - 9,999 sq. ft.	2
10,000 - 19,999 sq. ft.	3
20,000 or more sq. ft.	5

Table 166A: OPTIONAL CAR-SHARE PARKING SPACES

The optional car-share spaces shall not be counted against the maximum number of parking spaces allowed by this Code as a principal use, an accessory use, or a conditional use.

(2) Requirements for Optional Car-Share Spaces. All car-share spaces are subject to the following:

(A) They shall meet the provisions of this Section 166.

(B) The car-share parking spaces shall be deed-restricted and dedicated for car-sharing, and must be offered and maintained in perpetuity.

(C) At project entitlement, the property owner must submit a letter of intent from a certified car-share organization that articulates the car-share organization's intent to occupy the requested car-share spaces under this Subsection (g).

(D) Use of the car-share vehicles shall not be limited to residents of the building.

(E) If an additional car-share space is built, and a certified car-share organization chooses not to place vehicles in that space, the owner of the project may not sell, rent, or otherwise earn fees on the space but may use it for (i) bicycle parking, or (ii) permitted storage and other permitted uses but not for parking of any motorized vehicle; provided, however, that upon ninety (90) days of advance written notice to the property owner from a certified car-sharing organization, the property owner shall terminate any non car-sharing use for such space and shall make the space available to the car-share organization for its use of such space.

(F) A sign shall be placed above or next to each car-share parking space stating that the parking space is for car-sharing and cannot be used for private automobile parking. The sign shall meet the Department's design specifications and shall include the name and contact information of a person to call for enforcement of this requirement and such other information as the Department requires. An informational plaque shall also be placed on the outside of the building location, which shall meet the design, location and information requirements established by the Department.

(3) Existing Car-Share Spaces Located on Gas Stations Sites and Surface Parking Lots. If the number of car-share spaces located on a gas station, surface parking lot, or other similar site for at least one year exceeds the total number of required and/or optional car-share parking spaces as provided for under Table 166 and Table 166A, the developer may retain those car-share spaces if the site is redeveloped without reducing the permitted levels of private parking; provided, however, that a property owner cannot seek additional optional car-share parking spaces per Table 166A.

SEC. 181. NONCONFORMING USES: ENLARGEMENTS, ALTERATIONS AND RECONSTRUCTION.

The following provisions shall apply to nonconforming uses with respect to enlargements, alterations and reconstruction:

(a) Increases in Nonconformity. A nonconforming use, and any structure occupied by such use, shall not be enlarged, intensified, extended, or moved to another location, with the exception of the construction of a mezzanine within a Live/Work Unit and expansion of Dwelling Units in PDR Districts, unless the result will be elimination of the nonconforming use, except as provided below and in Section 186.1 of this Code. A nonconforming use shall not be extended to occupy additional space in a structure, or additional land outside a structure, or space in another structure, or to displace any other use, except as provided in Sections 182 and 186.1 of this Code.

(b) Permitted Alterations. A structure occupied by a nonconforming use shall not be constructed, reconstructed or altered, unless the result will be elimination of the nonconforming use, except as provided in Section 186.1 of this Code and in Subsections (a) above and (d), (e), (f), (g), (h) and (i) below, and except as follows:

(1) Ordinary maintenance and minor repairs shall be permitted where necessary to keep the structure in sound condition, as well as minor alterations, where such work is limited to replacement of existing materials with similar materials placed in a similar manner.

(2) Minor alterations shall be permitted where ordered by an appropriate public official to correct immediate hazards to health or safety, or to carry out newly enacted retroactive requirements essential to health or safety.

(3) Alterations otherwise allowed by this Code shall be permitted for any portion of the structure that will not thereafter be occupied by the nonconforming use, provided the nonconforming use is not enlarged, intensified, extended, or moved to another location.

(4) All other alterations of a structural nature shall be permitted only to the extent that the aggregate total cost of such other structural alterations, as estimated by the Department of Building Inspection, is less than ½ of the assessed valuation of the improvements prior to the first such alteration, except that structural alterations required to reinforce the structure to meet the standards for seismic loads and forces of the Building Code shall be permitted without regard to cost.

(c) Dwellings Nonconforming as to Density. N/A

(d) Structures Damaged or Destroyed by Calamity. Notwithstanding the foregoing provisions of this Section 181, a structure occupied by a nonconforming use that is damaged or destroyed by fire, or other calamity, or by Act of God, or by the public enemy, may be restored to its former condition and use; provided that such restoration is permitted by the Building Code, and is started within eighteen months and diligently prosecuted to completion. The age of such a structure for the purposes of Sections 184 and 185 shall nevertheless be computed from the date of the original construction of the structure. Except as provided in Subsection (e) below, no structure occupied by a nonconforming use that is voluntarily razed or required by law to be razed by the owner thereof may thereafter be restored except in full conformity with the use limitations of this Code.

For purposes of this Subsection (d), "started within eighteen months" shall mean that within eighteen months of the fire or other calamity or Act of God, the structure's owner shall have filed a building permit application to restore the structure to its former condition and use.

(e) Unreinforced Masonry Buildings. In order that major life safety hazards in structures may be eliminated as expeditiously as possible, a structure containing nonconforming uses and constructed of unreinforced masonry that is inconsistent with the requirements of the UMB Seismic Retrofit Ordinance, Ordinance No. 227-92, may be demolished and reconstructed with the same nonconforming use or a use as permitted by Planning Code Section 182; provided that:

(1) there is no increase in any nonconformity, or any new nonconformity, with respect to the use limitations of this Code;

(2) the current requirements of the Building Code, the Housing Code and other applicable portions of the Municipal Code are met; and

(3) such restoration or reconstruction is started within one year after razing or other demolition work on the structure and diligently prosecuted to completion.

(f) Nighttime Entertainment Uses in Certain Mixed-Use Districts. N/A

(g) Automotive Sales and Service Signs in the Automotive Special Use District. N/A

(h) Dwellings in PDR and M-2 Districts. N/A

(i) Nonconforming Non-Residential Uses in the Eastern Neighborhoods Mixed Use, PDR-1-D, and PDR-1-G Districts. N/A

SEC. 182. NONCONFORMING USES: CHANGES OF USE.

The following provisions shall apply to nonconforming uses with respect to changes of use:

(a) A nonconforming use shall not be changed or modified so as to increase the degree of nonconformity under the use limitations of this Code, with respect to the type of use or its intensity except as provided in Section 181 for Nighttime Entertainment uses within the RSD, MUG, MUR, or SLR Districts. The degree of nonconformity shall be deemed to be increased if the new or modified use is less widely permitted by the use districts of the City than the nonconforming use existing immediately prior thereto. For purposes of this Section, intensification of a Formula Retail use as defined in Section 178(c) is determined to be a change or modification that increases the degree of nonconformity of the use.

(b) Except as limited in this Subsection, a nonconforming use may be reduced in size, extent or intensity, or changed to a use that is more widely permitted by the use districts of the City than the existing use, subject to the other applicable provisions of this Code. Except as otherwise provided herein, the new use shall still be classified as a nonconforming use.

(1) Nonconforming Commercial and Industrial uses in a Residential or Residential Enclave District shall be subject to the requirements of Section 186.

(2) A nonconforming use in a Neighborhood Commercial District may be changed to another use as provided in Subsections (c) and (d) below or as provided in Section 186.1 of this Code.

(3) A nonconforming use in any South of Market Mixed Use District may not be changed to an Office, Retail, Bar, Restaurant, Nighttime Entertainment, Adult Entertainment, Hotel, Motel, inn, hostel, or Movie Theater use in any district where such use is otherwise not permitted or conditional, except as provided in Subsection (f) below.

(c) A nonconforming use may be changed to a use listed as a conditional use for the district in which the property is located, only upon approval of a Conditional Use application pursuant to the provisions of Article 3 of this Code, and the new use may thereafter be continued as a permitted conditional use, subject to the limitation of Section 178(b) of this Code.

(d) A nonconforming use may be changed to a use listed as a principal use for the district in which the property is located, subject to the other applicable provisions of this Code, and the new use may thereafter be continued as a permitted principal use.

(e) A nonconforming use may be converted to a Dwelling Unit and to two or more Dwelling Units with Conditional Use authorization, in a district where such use is principally permitted, without regard to the requirements of this Code with respect to residential density or required off-street parking, and the Zoning Administrator may provide relief from certain other standards specified in Section 307(h) through the procedures of that Section, provided the nonconforming use is eliminated by such conversion, provided further that the structure is not enlarged, extended or moved to another location, and provided further that the requirements of the Building Code, the Housing Code and other applicable portions of the Municipal Code are met.

(f) Once a nonconforming use has been changed to a principal or conditional use permitted in the district in which the property is located, or brought closer in any other manner to conformity with the use limitations of this Code, the use of the property may not thereafter be returned to its former nonconforming status, except that within any South of Market Mixed Use District, any area occupied by a nonconforming Office use that is changed to an arts, home and/or business service use falling within the definition of an Arts Activity in Section 102 or zoning categories 816.42 through 816.47 or a wholesale, storage, or light manufacturing use falling within zoning categories 816.64 through 816.67 shall be allowed to return to its former nonconforming Office use. Upon restoration of a previous nonconforming use as permitted above, any modification, enlargement, extension, or change of use, from circumstances that last lawfully existed prior to the change from office use, shall be subject to the provisions of this Article, and the restored nonconforming use shall be considered to have existed continuously since its original establishment, prior to the change to Office use, for purposes of this Article.

(g) If a nonconforming use has been wrongfully changed to another use in violation of any of the foregoing provisions, and the violation is not immediately corrected when required by the Zoning Administrator, the wrongful change shall be deemed to be a discontinuance or abandonment of the nonconforming use

under Section 183 of this Code.

(h) If a nonconforming use is a Formula Retail use in a District that prohibits Formula Retail uses, the Formula Retail use is deemed abandoned if it is discontinued for a period of 18 months or more, or otherwise abandoned. The Formula Retail use shall not be restored.

(1) Change of one nonconforming Formula Retail use to another Formula Retail use that is determined to not be an enlargement or intensification of use, as defined in Subsection 178(c), is subject to the Commission's adopted Performance-Based Design Guidelines tor Formula Retail, which may be applied and approved administratively by the Planning Department. Non-conformance with the Performance-Based Design Guidelines tor Formula Retail as required by the Department may result in termination of the nonconforming Formula Retail use.

(2) Change of one nonconforming Formula Retail use to another Formula Retail use that is determined to be an enlargement or intensification of use, as defined in Subsection 178(c), is not permitted.

SEC. 183. NONCONFORMING USES: DISCONTINUANCE AND ABANDONMENT.

(a) Discontinuance and Abandonment of a Nonconforming Use, Generally. Whenever a nonconforming use has been changed to a conforming use, or discontinued for a continuous period of three years, or whenever there is otherwise evident a clear intent on the part of the owner to abandon a nonconforming use, such use shall not after being so changed, discontinued, or abandoned be reestablished, and the use of the property thereafter shall be in conformity with the use limitations of this Code for the district in which the property is located. Where no enclosed building is involved, discontinuance of a nonconforming use for a period of six months shall constitute abandonment. Where a Massage Establishment is nonconforming for the reason that it is within 1,000 feet of another such establishment or because it is no longer permitted within the district, discontinuance for a continuous period of three months or change to a conforming use shall constitute abandonment.

(b) Discontinuance or Abandonment of a Nonconforming Formula Retail Use. Notwithstanding subsection (a) of this Section, when a nonconforming Formula Retail use has been changed to a conforming use or discontinued for a period of 18 months, or whenever there is otherwise evident a clear intent on the part of the owner to abandon a nonconforming Formula Retail use, such use shall not be reestablished after being so changed, discontinued or abandoned, and the use of the property thereafter shall be in conformity with the use limitations of this Code for the district in which the property is located.

(c) Discontinuance or Abandonment of Self-Storage Use Due to City and County Occupancy. Adoption of the Western South of Market Area Plan resulted in certain land uses, including Self-Storage, that were previously permitted no longer being permitted. The purpose of this subsection 183(c) is to establish a process by which the owner of property with a Self-Storage use that was established and is operating without the benefit of a required change of use permit may seek and obtain the required permit, lease the property to the City and County of San Francisco for a public safety-related purpose, and re-establish a legal nonconforming Self-Storage use after the City vacates the property.

(1) Legitimization of Existing Self-Storage Use; Notice and Discretionary Review of the Building Permit. In the case of a Self-Storage use that was established and has been operating without the benefit of a required change of use permit, the property owner may seek and be granted such permit notwithstanding the limitation of No. 846.48 in Table 846 of this Code, the permit application shall not be subject to the notification requirements of Section 312 or other notification requirements of this Code, and no requests for discretionary review of the building permit shall be accepted by the Planning Department or heard by the Planning Commission provided that:

(A) the permit application is filed for a property located within (i) the Service/Arts/Light Industrial Zoning District and (ii) 1,000 feet of the South Of Market Special Hall Of Justice Legal Services District; and

(B) the Zoning Administrator has determined that the existing Self-Storage use (i) has been regularly operating or functioning prior to the effective date of this subsection 183(c) and (ii) is not accessory to any other use; and

(C) prior to issuance of the building permit to legitimize the existing Self-Storage use, the property owner pays the Transit Impact Development Fee required by Planning Code Section 411et seq. in the amount that was in effect and would have been due at the time of the original establishment of the existing Self-Storage use; and

(D) the building permit to legitimize the existing Self-Storage use is issued prior to the earlier of (i) commencement of occupancy by the City for a public-safety related purpose or (ii) issuance of a building permit to establish the public safety-related use.

If the property owner has not applied for a building permit to legitimize an existing Self-Storage use and the permit is not issued as set forth in this subsection (c)(1), the Self-Storage use shall be deemed irrevocably abandoned and may not be re-established.

(2) Change of Use from a Self-Storage Use to Public Use; Notice and Discretionary Review of the Building Permit. Any building permit that is required for the City's occupancy of the property for a public-safety related purpose classified as a Public Use under Section 890.80of this Code shall not be subject to the notification requirements of Section 312 or other notification requirements of this Code, and no requests for discretionary review of the

building permit shall be accepted by the Planning Department or heard by the Planning Commission.

(3) Re-establishment of Self-Storage Use; Notice and Discretionary Review of the Building Permit. An existing nonconforming Self-Storage use or a Self-Storage use that is legitimized pursuant to subsection (c)(1), that in either case is changed to a public safety-related use due solely to occupancy by the City and County of San Francisco acting through any of its departments, shall not be considered discontinued or abandoned for purposes of subsection (a) above or any other provision of this Code and the property owner may resume use of the premises as a Self-Storage use after the City vacates the property, provided that:

(A) the City's occupancy was for a public safety-related purpose classified as a Public Use under Section 890.80 of the Planning Code;

(B) if the pre-existing Self-Storage use had been established and was operating without the required change of use permit, the property owner applied for and was granted a building permit to legitimize the pre-existing Self-Storage Use pursuant to subsection (c)(1); and

(C) the property owner resumes the pre-existing Self-Storage use within two years from the later of (i) the date the City vacated the property or (ii) the date the City's lease for the property was terminated.

The property owner shall apply for and obtain any permits required to resume the pre-existing Self-Storage use within one year from the date the City vacates the property. If the application for a permit is limited to re-establishment of the pre-existing Self-Storage use, the application shall not be subject to the notification requirements of Section 312 or other notification requirements of this Code, and no requests for discretionary review of the building permit shall be accepted by the Planning Department or heard by the Planning Commission.

(4) Extensions of Time.

(A) If a permit to resume the pre-existing Self-Storage use is issued but delayed due to an action before the Board of Appeals or other City agency, or a case in any court of competent jurisdiction, the time to resume such pre-existing use shall be extended by the amount of time final action on the permit was delayed.

(B) The Zoning Administrator may grant one or more extensions of the time within which the pre-existing Self-Storage use must be resumed if the owner or owners of the property have made a good-faith effort to comply but are unable to do so for reasons that are not within their control.

(5) Notice to Property Owner. The Planning Department shall provide written notice to the owner of record of any property that is within the scope of Section 183(c) of any proposed ordinance to substantively amend this Section 183(c) prior to a hearing thereon by the Planning Commission, provided that the property owner has sent a written request for said notice to the Zoning Administrator.

SEC. 188. NONCOMPLYING STRUCTURES: ENLARGEMENTS, ALTERATIONS AND RECONSTRUCTION.

(a) Within the limitations of this Article 1.7, and especially Sections 172 and 180 hereof, a noncomplying structure as defined in Section 180may be enlarged, altered or relocated, or undergo a change or intensification of use in conformity with the use limitations of this Code, provided that with respect to such structure there is no increase in any discrepancy, or any new discrepancy, at any level of the structure, between existing conditions on the lot and the required standards for new construction set forth in this Code, and provided the remaining requirements of this Code are met.

(b) A noncomplying structure that is damaged or destroyed by fire, or other calamity, or by Act of God, or by the public enemy, may be restored to its former condition; provided that such restoration is permitted by the Building Code, and is started within eighteen months and diligently prosecuted to completion. Except as provided in Subsection (c) below, no noncomplying structure that is voluntarily razed or required by law to be razed by the owner thereof may thereafter be restored except in full conformity with the requirements of this Code.

For purposes of this Subsection (b), "started within eighteen months" shall mean that within eighteen months of the fire or other calamity or Act of God, the structure's owner shall have filed a building permit application to restore the structure to its former condition and use.

(c) In order that major life safety hazards in noncomplying structures may be eliminated as expeditiously as possible, a noncomplying structure constructed of unreinforced masonry that is inconsistent with the requirements of the UMB Seismic Retrofit Ordinance, Ordinance No. 227-92, may be demolished and reconstructed to the same level of noncompliance; provided that:

(1) The current requirements of the Building, Housing and Fire Codes and, as applicable, Planning Code are met, provided that the Zoning Administrator may, and is hereby empowered to, permit minor modifications to Planning Code requirements (which may include permitting an increase in the building envelope or a reduction in the number of parking spaces) to the extent necessary and required to bring the replacement building up to such applicable Code requirements and to allow replacement of the demolished building with a building which contains a comparable amount of square footage or the same number of residential units as that of the demolished building. The Zoning Administrator shall provide a written determination regarding such permitted Planning Code modifications; and

(2) Such restoration or reconstruction is started within one year after razing or other demolition work on the structure and diligently prosecuted to completion.

(d) Notwithstanding Subsection (a) of this Section, a noncomplying structure as defined in Section 180, may add nonusable space. "Nonusable space" is space not used for living, sleeping, eating, cooking or working. Public corridors, mechanical space, fire stairs and similar areas, are nonusable space. The enlargement must:

(1) Facilitate the adaptive reuse or the rehabilitation of a landmark site or contributory structure within a Historic District designated under Article 10 of this Code or a significant structure or contributory structure within a Conservation District designated under Article 11 of this Code; and

(A) Be necessary to comply with Building Code, Fire Code or Planning Code requirements; or

(B) Enhance the life safety aspects of the building and/or mechanical, environmental control systems; or

(2) Be located within a C-3 District, and:

(A) Be necessary to comply with Building Code, Fire Code or Planning Code requirements; or

(B) Enhance aesthetic qualities and/or character; or

(C) Enhance the life safety aspects of the building and/or mechanical, environmental control systems; or

(D) Accommodate rooftop features exempted from height limits under Section 260(b) or as provided for under Sections 270, 271 or 272 of this Code.

(3) Application for enlargement of a non-complying structure under Subsection (d)(1) shall be considered as part of an application for a Certificate of Appropriateness under Article 10 or a Permit to Alter under Article 11 of

this Code. Any application to enlarge a noncomplying structure under Article 11 shall be considered as a major alteration under Section 1111 of the Planning Code. Application to alter a noncomplying structure not designated an Article 11 significant or contributory building under Subsection (d)(2) shall be considered under the provisions of Section 309(b) of this Code. These applications shall be subject to the following additional criteria:

(A) That the enlargement promote the health, safety and welfare of the public; and

(B) That the enlargement not cause significant shadows or wind impacts on public sidewalks and parks; and

(C) That the structure provides an appropriate transition to adjacent properties, as necessary; and

(D) That the interior block open space formed by the rear yards of abutting properties will not be adversely affected; and

(E) That the access of light and air to abutting properties will not be significantly affected; and

(F) That public view corridors not be significantly affected; and

(4) The City Planning Commission, subject to the same application procedures of Section 188(d)(3) above, may grant an exception to the Planning Code requirements rather than expansion of the structure to accommodate the Planning Code requirements. The exception of the Planning Code requirement shall be subject to the criteria below:

(A) That the exception promote the health, safety and welfare of the public; and

(B) That the exception result in an increased benefit to the public and the adjacent properties over the increase in nonconformance; and

(C) That the exception not be detrimental to either the occupants of the proposed project or to the neighborhood.

(e) Historic Movie Theater Marquees and Projecting Signs. Notwithstanding Subsection (a) of this Section, and in order that certain character-defining architectural elements of Qualified Movie Theaters be preserved and enhanced, a noncomplying Historic Movie Theater Projecting Sign, as defined in Section 602, and/or a noncomplying Historic Movie Theater Marquee, as defined in Section 602, may be preserved, rehabilitated, or restored. A noncomplying Historic Movie Theater Projecting Sign or a noncomplying Historic Movie Theater Marquee removed from a Qualified Movie Theater prior to or in absence of an application for replacement may be reconstructed.

(1) For the purposes of this Section, "Qualified Movie Theater" shall mean a building that: (A) is currently or has been used as a Movie Theater; and (B) is listed on or eligible for listing on the National Register of Historic Places or the California Register of Historical Resources, designated a City Landmark or a contributor to a City Landmark District under Article 10, or designated as a Significant or Contributory Building under Article 11.

(2) Any preservation, rehabilitation, restoration, or reconstruction permitted under this Section shall be in strict conformity with the overall design, scale, and character of the existing or previously existing Historic Movie Theater Sign or Historic Movie Theater Marquee and:

(A) For a Qualified Movie Theater that retains its Historic Movie Theater Projecting Sign and/or Historic Movie Theater Marquee, the signage features shall be limited to the following:

(i) On a Historic Movie Theater Projecting Sign, the historic name associated with a previous theater occupant;

(ii) On a Historic Movie Theater Marquee, the historic name associated with a previous theater occupant and, where applicable, on the signboard, other information that is an Identifying Sign, as defined in Section 602, provided such information shall be contained within the signboard, shall not consist of any logos, and shall be in the character of lettering historically found on Movie Theater signboards in terms of size, font, and detail.

(B) For a Qualified Movie Theater where the Historic Movie Theater Projecting Sign and/or Historic Movie Theater Marquee has been removed and is proposed to be reconstructed, the overall design and signage features shall be limited to the following:

(i) On a Historic Movie Theater Projecting Sign, the historic name associated with a previous theater occupant;

(ii) On a Historic Movie Theater Marquee, the historic name associated with a previous theater occupant and, where applicable, on the signboard, other information that is an Identifying Sign, as defined in Section 602, provided such information shall be contained within the signboard, shall not consist of any logos, and shall be in the character of lettering historically found on Movie Theater signboards in terms of size, font, and detail.

(C) Any application to reconstruct shall include evidence of the dimensions, scale, materials, placement, and features of the previously existing Historic Movie Theater Projecting Sign and/or Historic Movie Theater Marquee, as well as any other information required by the Zoning Administrator.

(D) General advertising signs shall not be permitted on either a Historic Movie Theater Projecting Sign or a Historic Movie Theater Marquee.

(f) Notwithstanding Subsection (a) of this Section 188, a secondary structure that is noncomplying with respect to the maximum floor area ratio limit may be removed, in whole or in part, and reconstructed pursuant to the criteria below. For purposes of this Subsection (f), a secondary structure means a structure located on a lot with two or more structures that has no more than one-quarter of the gross floor area of the primary structure on the lot.

(1) The proposed removal and reconstruction shall:

(A) Be located within a C-3-R District on Block 295, Lot 16;

(B) Promote and enhance the C-3-R District as a retail destination;

(C) Result in an increased benefit to the public and the adjacent properties;

(D) Enhance the aesthetic qualities and/or character of the lot;

(E) Result in a net decrease of gross floor area of all structures on the subject property;

(F) Result in a structure that more closely conforms to the floor area ratio limit;

(G) Not result in an adverse impact to a historic resource;

(H) Not cause significant shadows or wind impacts on public sidewalks or parks;

(I) Not obstruct significant public view corridors; and

(J) Not significantly impair light and air to abutting properties.

(2) An application for removal and reconstruction of a non-complying secondary structure shall be considered under the provisions of Section 309(b) of this Code.

(g) Notwithstanding subsection (a) of this Section 188, Terrace Infill, defined as floor area or building volume located within an existing terrace that is already framed by no less than one wall, may be permitted to be enclosed on a noncomplying structure, as defined in Planning Code Section 180, notwithstanding otherwise applicable height, floor area ratio and bulk limits, where the noncomplying structure is designated as a Significant Building under Article 11 of this Code and is located on Assessor's Block 0316. An application for Terrace Infill shall be considered a Major Alteration under Section 1111.1 of this Code and shall be subject to the applicable provisions of Article 11 of this Code, including but not limited to the requirement to apply for and procure a Permit to Alter. As part of the Historic Preservation Commission's consideration of such application, in addition to other requirements set forth in this Code, the facts presented must establish that the Terrace Infill (1) would not be visible from the primary building frontage, and (2) would not exceed 1,500 net new square feet per building. Unless the Board of Supervisors adopts an ordinance extending the term of this Subsection 188(g), it shall expire by operation of law on January 31, 2019. After that date, the City Attorney shall cause this Subsection 188(g) to be removed from the Planning Code.

SECTION 205.1. TEMPORARY USES: SIXTY-DAY LIMIT

A temporary use may be authorized for a period not to exceed 60 days for any of the following uses:

(a) Neighborhood carnival, exhibition, celebration or festival sponsored by an organized group of residents in the vicinity or, in Neighborhood Commercial, Mixed Use, PDR, C, or M Districts, sponsored by property owners or businesses in the vicinity;

(b) Booth for charitable, patriotic or welfare purposes;

(c) Open air sale of agriculturally produced seasonal decorations, including, but not necessarily limited to, Christmas trees and Halloween pumpkins

SECTION 205.2. TEMPORARY USES: ONE- OR TWO-YEAR LIMIT

A temporary use may be authorized for a period not to exceed two years for any of the following uses:

(a) Temporary structures and uses incidental to the construction of a group of buildings on the same or adjacent premises;

(b) Rental or sales office incidental to a new residential development, not including the conduct of a general real estate business, provided that it be located within the development, and in a temporary structure or part of a dwelling. A temporary use may be authorized for a period not to exceed one year (including any extensions) for the following year.

(c) In any M-1 or M-2 District, an Automobile Wrecking use as defined in Section 102 of this Code, provided if the operation would be a conditional use in the district in question, that the Zoning Administrator determines the operation will meet within 90 days of commencing operation all conditions applicable to such use in that district.

(d) Temporary Wireless Telecommunications Services (WTS) Facilities for a period of up to one year if the following requirements are met:

(1) the Zoning Administrator determines that the Temporary WTS Facility shall be sited and constructed so as to:

(A) avoid proximity to residential dwellings to the maximum extent feasible;

(B) comply with the provisions of Article 29 of the Police Code;

(C) be no taller than needed;

(D) be screened to the maximum extent feasible; and

(E) be erected for no longer than reasonably required.

(2) Permits in excess of 90 days for Temporary WTS Facilities operated for commercial purposes shall be subject to Section 311 and 312 of this Code, where applicable.

(3) The Planning Department may require, where appropriate, notices along street frontages abutting the location of the Temporary WTS Facility indicating the nature of the facility and the duration of the permit.

(e) Temporary Cannabis Retail Use for a period of up to one year, as provided by Section 191, to be authorized no earlier than January 1, 2018 and to expire on January 1, 2019.

SECTION 205.3. TEMPORARY USES: TWENTY-FOUR-HOUR LIMIT

Within the PDR, C, M, Neighborhood Commercial, or Mixed Use Districts, a temporary use may be authorized for a period not to exceed 24 hours per event once a month for up to 12 events per year per premises for any of the following uses:

(a) A performance, exhibition, dance, celebration or festival requiring a liquor license, entertainment police permit and/or other City permit when sponsored by an organized group of residents and/or business operators in the neighborhood; or

(b) A performance, dance or party requiring a liquor license, entertainment and/or other City permit, an art exhibit, or other similar exhibition in each case if sponsored by a residential or commercial tenant or group of tenants or owner-occupants of the property or structure in which the temporary use is authorized.

When multiple events are proposed within the allowable annual time limit and City permits are to be issued to a particular applicant and premises, only one permit need be granted per annual time period.

SECTION 205.4. TEMPORARY USES: INTERMITTENT ACTIVITIES

An intermittent activity is an outdoor use which, while occasional, occurs with some routine or regularity. Intermittent activities include, but are not limited to, the following uses: mobile food facilities, farmers markets, and open-air craft markets. Such uses typically require additional authorization(s) from other City Departments. An intermittent activity may be authorized as a temporary use for a period not to exceed one year.

(a) In all Districts other than RH, RM, RED, and RTO Districts an intermittent activity is permissible if it satisfies all of the following conditions:

(1) It shall not be located within a Building as defined in Section 102 of this Code.

(2) It shall not be located on the property for more than either: (i) 6 calendar days for longer than 12 hours per day in any 7-day period; or (ii) 3 calendar days for longer than 24 hours per day in any 7-day period. At the time of application, the applicant shall designate in writing which of the foregoing options shall apply to the activity. No changes shall be made during the authorization period without first filing a new application.

(A) The time periods referenced in Subsection (a)(2) each constitute complete calendar days and apply without regard to whether the activity is open to the public or whether the activity is located on the subject property for consecutive days.

(B) Days of unused authorization cannot be stored or credited, and any portion of a day that the intermittent activity is located at the subject property shall count toward the 12-hour or the 24-hour limit of Subsection (a)(2).

(C) This Subsection (a)(2) shall not apply to any Mobile Food Facility located within a Public (P) District that together with any directly adjoining P District(s) contains more than one acre.

(3) It shall be open for business only during the hours of operation permitted as a principal use for the District in which it is located, if any such hourly limits exist.

(4) If located in a District that is subject to any of the neighborhood notification requirements as set forth in Section 312 of this Code, notification pursuant to Section 312 shall be required as follows:

(A) Notification shall be required if the vending space, as defined below, would exceed 300 square feet.

(B) Notification shall be required if any portion of the vending space would be located within 50 feet of an RH, RM, RED, or RTO District. Distances to RH, RM, RED, and RTO Districts shall be measured from the extreme perimeter of any vending space to the nearest property line of any parcel which is partially or wholly so zoned.

(C) For purposes of this Section, "Vending Space" shall be defined as the entire area within a single rectangular perimeter formed by extending lines around the extreme limits of all carts, vehicles, tables, chairs, or other equipment associated with all intermittent activities located on the parcel.

(D) Notwithstanding Subsections (4)(A) and (B) above, and in order to eliminate redundant notification, notification shall not be required for the resumption of an intermittent activity or the extension of time for an intermittent activity when all of the following criteria are met: (i) an intermittent activity is currently authorized on the property or has been authorized on the property within the 12 months immediately preceding the filing of an application for resumption or extension; (ii) the existing or recent intermittent activity lawfully exceeds or exceeded the thresholds of Subsections (4)(A) and/or (B), above, and was the subject of neighborhood notice under Section 312 at the time of its establishment; and (iii) the intermittent activity would not further exceed the thresholds of Subsections (4)(A) and/or (B), above.

(b) An intermittent activity is allowed in a RH, RM, RED, and RTO District only if it: (1) satisfies all the conditions set forth in Subsection (a); and (2) is located on a parcel that contains or is part of a Hospital, as defined in Section 102 or a Post-Secondary Educational Institution, as defined in Section 102. An intermittent activity authorized under this Subsection shall not operate between the hours of 10:00 p.m. to 7:00 a.m.

SECTION 260. HEIGHT LIMITS: MEASUREMENT

(b) Exemptions. In addition to other height exceptions permitted by this Code, the features listed in this subsection (b) shall be exempt from the height limits established by this Code, in an amount up to but not exceeding that which is specified.

(1) The following features shall be exempt provided the limitations indicated for each are observed; and provided further that the sum of the horizontal areas of all features listed in this subsection (b)(1) shall not exceed 20% of the horizontal area of the roof above which they are situated, or, in C-3 Districts and in the Rincon Hill Downtown Residential District, where the top of the building has been separated into a number of stepped elements to reduce the bulk of the upper tower, of the total of all roof areas of the upper towers; and provided further that in any R, RC-3, or RC-4 District the sum of the horizontal areas of all such features located within the first 10 feet of depth of the building, as measured from the front wall of the building, shall not exceed 20% of the horizontal area of the roof in such first 10 feet of depth.

As an alternative, the sum of the horizontal areas of all features listed in this subsection (b)(1) may be equal to but not exceed 20% of the horizontal area permitted for buildings and structures under any bulk limitations in Section 270 of this Code applicable to the subject property.

Any such sum of 20% heretofore described may be increased to 30% by unroofed screening designed either to obscure the features listed under (A) and (B) below or to provide a more balanced and graceful silhouette for the top of the building or structure.

(A) Mechanical equipment and appurtenances necessary to the operation or maintenance of the building or structure itself, including chimneys, ventilators, plumbing vent stacks, cooling towers, water tanks, panels or devices for the collection of solar or wind energy, and window-washing equipment, together with visual screening for any such features. This exemption shall be limited to the top 10 feet of such features where the height limit is 65 feet or less, and the top 16 feet of such features where the height limit is more than 65 feet.

(B) Elevator, stair and mechanical penthouses, fire towers, skylights and dormer windows. This exemption shall be limited to the top 10 feet of such features where the height limit is 65 feet or less, and the top 16 feet of such features where the height limit is more than 65 feet. However, for elevator penthouses, the exemption shall be limited to the top 16 feet and limited to the footprint of the elevator shaft, regardless of the height limit of the building. The design of all elevator penthouses in Residential Districts shall be consistent with the "Residential Design Guidelines" as adopted and periodically amended for specific areas or conditions by the City Planning Commission.

The Zoning Administrator may, after conducting a public hearing, grant a further height exemption for an elevator penthouse for a building with a height limit of more than 65 feet but only to the extent that the Zoning Administrator determines that such an exemption is required to meet state or federal laws or regulations. All requests for height exemptions for elevator penthouses located in Residential or Neighborhood Commercial Districts shall be subject to the neighborhood notification requirements of Sections 311 and 312 of this Code.

(C) Stage and scenery lofts.

(D) Ornamental and symbolic features of public and religious buildings and structures, including towers, spires, cupolas, belfries and domes, where such features are not used for human occupancy.

(E) In any C-3 District, enclosed space related to the recreational use of the roof, not to exceed 16 feet in height.

(F) Rooftop enclosures and screening for features listed in subsections (b)(1)(A) and (B) above that add additional building volume in any C-3 District except as otherwise allowed in the S-2 Bulk district according to subsection (M) below, Eastern Neighborhoods Mixed Use Districts, or South of Market Mixed Use District. The rooftop enclosure or screen creating the added volume:

(i) shall not be subject to the percentage coverage limitations otherwise applicable to this Section 260(b) but shall meet the requirements of Section 141;

(ii) shall not exceed 20 feet in height, measured as provided in

subsection (a) above;

(iii) may have a volume, measured in cubic feet, not to exceed three-fourths of the horizontal area of all upper tower roof areas multiplied by the maximum permitted height of the enclosure or screen;

(iv) shall not be permitted within the setbacks required by Sections 132.1, 132.2, and 132.3;

(v) shall not be permitted within any setback required to meet the sun access plane requirements of Section 146; and

(vi) shall not be permitted within any setback required by Section 261.1.

(G) In any C-3 District except as otherwise allowed in the S-2 Bulk district according to subsection (M) below, vertical extensions to buildings, such as spires, which enhance the visual appearance of the structure and are not used for human occupancy may be allowed, pursuant to the provisions of Section 309, up to 75 feet above the height otherwise allowed. The extension shall not be subject to the percentage coverage limitations otherwise applicable to this subsection, provided that the extension is less than 100 square feet in cross-section and 18 feet in diagonal dimension.

(H) In the Rincon Hill Downtown Residential District, enclosed space related to the recreational use of the roof, not to exceed 16 feet in height.

(I) In the Rincon Hill Downtown Residential District, additional building volume used to enclose or screen from view the features listed under Subsections (b)(1)(A) and (b)(1)(B) above. The rooftop form created by the added volume shall not be subject to the percentage coverage limitations otherwise applicable to this subsection but shall meet the requirements of Section 141, shall not exceed 10 percent of the total height of any building taller than 105 feet, shall have a horizontal area not more than 85 percent of the total area of the highest occupied floor, and shall contain no space for human occupancy. The features described in (b)(1)(B) shall not be limited to 16 feet for buildings taller than 160 feet, but shall be limited by the permissible height of any additional rooftop volume allowed by this Subsection.

(J) In the Van Ness Special Use District, additional building volume used to enclose or screen from view the features listed under Subsections (b)(1)(A) and (b)(1)(B) above and to provide additional visual interest to the roof of the structure. The rooftop form created by the added volume shall not be subject to the percentage coverage limitations otherwise applicable to this Subsection, but shall meet the requirements of Section 141 and shall not exceed 10 feet in height where the height limit is 65 feet or less or 16 feet where the height limit is more than 65 feet, measured as provided in Subsection (a) above, and may not exceed a total volume, including the volume of the features being enclosed, equal to ¾ of the horizontal area of all upper tower roof areas of the building measured before the addition of any exempt features times 10 where the height limit is 65 feet or less or times 16 where the height limit is more than 65 feet.

(K) In the Northeast China Basin Special Use District, light standards for the purpose of lighting the ballpark.

(L) In the C-3-G District, on sites fronting on Van Ness Avenue in the 120-X height district, additional building volume used to enclose or screen from view the features listed under subsections (b)(1)(A) and (b)(1)(B) above, to allow increased roof height for performance and common space, and to provide additional visual interest to the roof of the structure. The rooftop form created by the added volume shall not be subject to the percentage coverage limitations otherwise applicable to this subsection (b)(1)(L), but shall meet the requirements of Section 141 and shall not exceed 16 feet in height, measured as provided in subsection (a) above. Buildings that are eligible for this exemption are also eligible for exceptions to any quantitative standards set forth in Article 1.2 of this Code through Section 309 of this Code.

(M) In any S-2 Bulk District for any building which exceeds 550 feet in height, unoccupied building features including mechanical and elevator penthouses, enclosed and unenclosed rooftop screening, and unenclosed architectural features not containing occupied space that extend above the height limit, only as permitted by the Planning Commission according to the procedures of Section 309 and meeting all of the following criteria:

(i) such elements are demonstrated to not add more than insignificant amounts of additional shadow compared to the same building without such additional elements on any public open spaces as deemed acceptable by the Planning Commission; and

(ii) such elements are limited to a maximum additional height equivalent to 7.5 percent of the height of the building to the roof of the highest occupied floor, except that in the case of a building in the 1,000-foot height district such elements are not limited in height, and any building regardless of building height or height district may feature a single spire or flagpole with a diagonal in cross-section of less than 18 feet and up to 50 feet in height in addition to elements allowed according to this subsection (M); and

(iii) such elements are designed as integral components of the building design, enhance both the overall silhouette of the building and the City skyline as viewed from distant public vantage points by producing an elegant and unique building top, and achieve overall design excellence.

(2) The following features shall be exempt, without regard to their horizontal area, provided the limitations indicated for each are observed:

(A) Railings, parapets and catwalks, with a maximum height of four feet.

(B) Open railings, catwalks and fire escapes required by law, wherever situated.

(C) Unroofed recreation facilities with open fencing, including tennis and basketball courts at roof level, swimming pools with a maximum height of four feet and play equipment with a maximum height of 10 feet.

(D) Unenclosed seating areas limited to tables, chairs and benches, and related windscreens, lattices and sunshades with a maximum height of 10 feet.

(E) Landscaping, with a maximum height of four feet for all features other than plant materials.

(F) Short-term parking of passenger automobiles, without additional structures or equipment other than trellises or similar overhead screening for such automobiles with a maximum height of eight feet.

(G) Amusement parks, carnivals and circuses, where otherwise permitted as temporary uses.

(H) Flagpoles and flags, clothes poles and clotheslines, and weathervanes.

(I) Wireless Telecommunications Services Facilities and other antennas, dishes, and towers and related screening elements, subject to any other applicable Planning Code provisions, including but not limited to applicable design review criteria and Planning Code Section 295.

(J) Warning and navigation signals and beacons, light standards and similar devices, not including any sign regulated by this Code.

(K) Public monuments owned by government agencies.

(L) Cranes, scaffolding and batch plants erected temporarily at active construction sites.

(M) Structures and equipment necessary for the operation of industrial plants, transportation facilities, public utilities and government installations, where otherwise permitted by this Code and where such structures and equipment do not contain separate floors, not including towers and antennae for transmission, reception, or relay of radio, television, or other electronic signals where permitted as principal or conditional uses by this Code.

(N) Buildings, structures and equipment of the San Francisco Port Commission, where not subject to this Code due to provisions of the San Francisco Charter or State law.

(O) Additional building height, up to a height of five feet above the otherwise applicable height limit, where the uppermost floor of the building is to be occupied solely by live/work units located within a South of Market District.

(P) Enclosed recreational facilities up to a height of 10 feet above the otherwise applicable height limit when located within a 65-U Height and Bulk District and either an MUO or SSO District, and only then when authorized by the Planning Commission as a Conditional Use pursuant to Section 303 of this Code, provided that the project is designed in such a way as to reduce the apparent mass of the structure above a base 50 foot building height.

(Q) Historic Signs and Vintage Signs permitted pursuant to Article 6 of this Code.

(R) In the Eastern Neighborhoods Mixed Use Districts, enclosed utility sheds of not more than 100 square feet, exclusively for the storage of landscaping and gardening equipment for adjacent rooftop landscaping, with a maximum height of 8 feet above the otherwise applicable height limit.

(S) Hospitals, as defined in this Code, that are legal non-complying structures with regard to height, may add additional mechanical equipment so long as the new mechanical equipment 1) is not higher than the highest point of the existing rooftop enclosure, excluding antennas; 2) has minimal visual impact and maximum architectural integration; 3) is necessary for the function of the building; and 4) no other feasible alternatives exist. Any existing rooftop equipment that is out of service or otherwise abandoned must be removed prior to installation of new rooftop equipment.

SECTION 602. SIGN DEFINITIONS

The following definitions shall apply to this Article 6, in addition to such definitions elsewhere in this Code as may be appropriate.

Area (of a Sign).

(a) All Signs Except on Windows, Awnings and Marquees. The entire area within a single continuous rectangular perimeter formed by extending lines around the extreme limits of writing, representation, emblem, or any figure of similar character, including any frame or other material or color forming an integral part of the display or used to differentiate such Sign from the background against which it is placed; excluding the necessary supports or uprights on which such Sign is placed but including any Sign Tower. Where a Sign has two or more faces, the area of all faces shall be included in determining the Area of the Sign, except that where two such faces are placed back to back and are at no point more than two feet from one another, the Area of the Sign shall be taken as the area of one face if the two faces are of equal area, or as the area of the larger face if the two faces are of unequal area.

(b) On Windows. The Area of any Sign painted directly on a window shall be the area within a rectangular perimeter formed by extending lines around the extreme limits of writing, representation, or any figure of similar character depicted on the surface of the window. The Area of any Sign placed on or behind the window glass shall be as described above in subsection (a).

(c) On Awnings or Marquees. The Area of any Sign on an Awning or Marquee shall be the total of all signage on all faces of the structure. All sign copy on each face shall be computed within one rectangular perimeter formed by extending lines around the extreme limits of writing, representation, or any figure of similar character depicted on the surface of the face of the awning or marquee.

Attached to a Building. Supported, in whole or in part, by a building.

Business Sign. A Sign which directs attention to the primary business, commodity, service, industry or other activity which is sold, offered, or conducted on the premises upon which such Sign is located, or to which it is affixed. Where a number of businesses, services, industries, or other activities are conducted on the premises, or a number of commodities, services, or other activities with different brand names or symbols are sold on the premises, up to one-third of the area of a Business Sign, or 25 square feet of Sign area, whichever is the lesser, may be devoted to the advertising of one or more of those businesses, commodities, services, industries, or other activities by brand name or symbol as an accessory function of the Business Sign, provided that such advertising is integrated with the remainder of the Business Sign, and provided also that any limits which may be imposed by this Code on the area of individual Signs and the area of all Signs on the property are not exceeded. The primary business, commodity, service, industry, or other activity on the premises shall mean the use which occupies the greatest area on the premises upon which the Business Sign is located, or to which it is affixed.

Directly Illuminated Sign. A Sign designed to give forth artificial light directly (or through transparent or translucent material) from a source of light within such Sign, including but not limited to neon and exposed lamp signs.

Freestanding. In no part supported by a building.

Freeway. A highway, in respect to which the owners of abutting lands have no right or easement of access to or from their abutting lands or in respect to which such owners have only limited or restricted right or easement of access, the precise route for which has been determined and designated as a Freeway by an authorized agency of the State or a political subdivision thereof. The term shall include the main traveled portion of the trafficway and all ramps and appurtenant land and structures. Trans-Bay highway crossings shall be deemed to be Freeways within the meaning of this definition for purposes of this Code.

General Advertising Sign. A Sign, legally erected prior to the effective date of Section 611 of this Code, which directs attention to a business, commodity, industry or other activity which is sold, offered or conducted elsewhere than on the premises upon which the Sign is located, or to which it is affixed, and which is sold, offered or conducted on such premises only incidentally if at all.

Height (of a Sign). The vertical distance from the uppermost point used in measuring the Area of a Sign, as defined in this Section 602, to the ground immediately below such point or to the level of the upper surface of the nearest curb of a Street, Alley or highway (other than a structurally elevated roadway), whichever measurement permits the greater elevation of the Sign.

Historic Movie Theater Projecting Sign. A projecting Business Sign attached to a Qualified Movie Theater, as defined in Section 188(e)(1), when such sign was originally constructed in association with the Qualified Movie Theater or similar historic use. Such Signs are typically characterized by (a) perpendicularity to the primary facade of the building, (b) fixed display of the name of the establishment, often in large lettering descending vertically throughout the length of the Sign; (c) a narrow width that extends for a majority of the vertical distance of a building's facade, typically terminating at or slightly above the Roofline, and (d) an overall scale and nature such that the Sign comprises a significant and character defining architectural feature of the building to which it is attached. Elimination or change of any lettering or other inscription from a Historic Movie Theater Projecting Sign, such as that which may occur with a change of ownership, change of use, or closure does not preclude classification of the Sign under this Section. For specific controls on the preservation, rehabilitation, or restoration of these signs, refer to Section 188(e) of this Code.

Historic Movie Theater Marquee. A Marquee, as defined in Section 102, attached to a Qualified Movie Theater, as defined in Section 188(e)(1), when such Marquee was originally constructed in association with a Movie Theater or similar historic use. Elimination or change of any lettering or other inscription from a Historic Movie Theater Marquee, such as that which may occur with a change of ownership, change of use or closure, does not preclude classification of the Marquee under this Section. For specific controls on the preservation, rehabilitation, or restoration of these Signs, refer to Section 188(e) of this Code.

Historic Sign. An Historic Sign is any Sign identified on its own or as one of the character defining features of a property listed or eligible for the National Register of Historic Places or the California Register of Historical Resource, or designated in any manner under Articles 10 or 11 of the Planning Code.

Identifying Sign. A Sign for a use listed in Article 2 of this Code as either a principal or a conditional use permitted in an R District, regardless of the district in which the use itself may be located, which Sign serves to tell only the name, address, and lawful use of the premises upon which the Sign is located, or to which it is affixed. With respect to shopping malls containing five or more stores or establishments in NC Districts, and shopping centers containing five or more stores or establishments in NC-S Districts or in the City Center Special Sign District, Identifying Signs shall include Signs which tell the name of and/or describe aspects of the operation of the mall or center. Shopping malls, as that term is used in this Section, are characterized by a common pedestrian passageway which provides access to the businesses located therein.

Indirectly Illuminated Sign. A Sign illuminated with a light directed primarily toward such Sign and so shielded that no direct rays from the light are visible elsewhere than on the lot where said illumination occurs. If not effectively so shielded, such sign shall be deemed to be a Directly Illuminated Sign.

Landscaped Freeway. Any part of a Freeway that is now or hereafter classified by the State or a political subdivision thereof as a Landscaped Freeway, as defined in the California Outdoor Advertising Act. Any part of a Freeway that is not so designated shall be deemed a nonlandscaped Freeway.

Nameplate. A sign affixed flat against a wall of a building and serving to designate only the name or the name and professional occupation of a person or persons residing in or occupying space in such building.

Nonilluminated Sign. A Sign which is not illuminated, either directly or indirectly.

Projection. The horizontal distance by which the furthermost point used in measuring the Area of a Sign, as defined in this Section 602, extends beyond a Street Property Line or a building setback line. A Sign placed flat against a wall of a building parallel to a Street or Alley shall not be deemed to project for purposes of this definition. A Sign on an Awning, Canopy or Marquee shall be deemed to project to the extent that such Sign extends beyond a Street Property Line or a building setback line.

Roofline. The upper edge of any building wall or parapet, exclusive of any Sign Tower.

Roof Sign. A Sign or any portion thereof erected or painted on or over the roof covering any portion of a building, and either supported on the roof or on an independent structural frame or Sign Tower, or located on the side or roof of a penthouse, roof tank, roof shed, elevator housing or other roof structure.

Sale or Lease Sign. A Sign which serves only to indicate with pertinent information the availability for sale, lease or rental of the lot or building on which it is placed, or some part thereof.

Sign. Any structure, part thereof, or device or inscription which is located upon, attached to, or painted, projected or represented on any land or right-of-way, or on the outside of any building or structure including an Awning, Canopy, Marquee or similar appendage, or affixed to the glass on the outside or inside of a window so as to be seen from the outside of the building, and which displays or includes any numeral, letter, word, model, banner, emblem, insignia, symbol, device, light, trademark, or other representation used as, or in the nature of, an announcement, advertisement, attention-arrester, direction, warning, or designation by or of any person, firm, group, organization, place, commodity, product, service, business, profession, enterprise or industry.

A "Sign" is composed of those elements included in the Area of the Sign as defined in this Section 602, and in addition the supports, uprights and framework of the display. Except in the case of General Advertising Signs, two or more faces shall be deemed to be a single Sign if such faces are contiguous on the same plane, or are placed back to back to form a single structure and are at no point more than two feet from one another. Also, on Awnings or Marquees, two or more faces shall be deemed to be a single Sign if such faces are on the same Awning or Marquee structure.

Sign Tower. A tower, whether attached to a building, Freestanding, or an integral part of a building, which is erected for the primary purpose of incorporating a Sign, or having a Sign attached thereto.

Street Property Line. For purposes of this Article 6 only, "street property line" shall mean any line separating private property from either a Street or an Alley.

Video Sign. A Sign that displays, emits, or projects or is readily capable of displaying, emitting or projecting a visual representation or image; an animated video, visual representation, or image; or other video image of any kind onto a building, fabric, screen, sidewalk, wall, or other surface through a variety of means, including, but not limited to: camera; computer; digital cinema, imaging, or video; electronic display; fiber optics; film; internet; intranet; light emitting diode screen or video display; microprocessor or microcontrolled based systems; picture frames; plasma display; projector; satellite; scrolling display; streaming video; telephony; television; VHS; wireless transmission; or other technology that can transmit animated or video images.

Vintage Sign. A Sign that depicts a land use, a business activity, a public activity, a social activity or historical figure or an activity or use that recalls the City's historic past, as further defined in Section 608.14 of this Code, and as permitted by Sections 303 and 608.14 of this Code.

Wall Sign. A Sign painted directly on the wall or placed flat against a building wall with its copy parallel to the wall to which it is attached and not protruding more than the thickness of the sign cabinet.

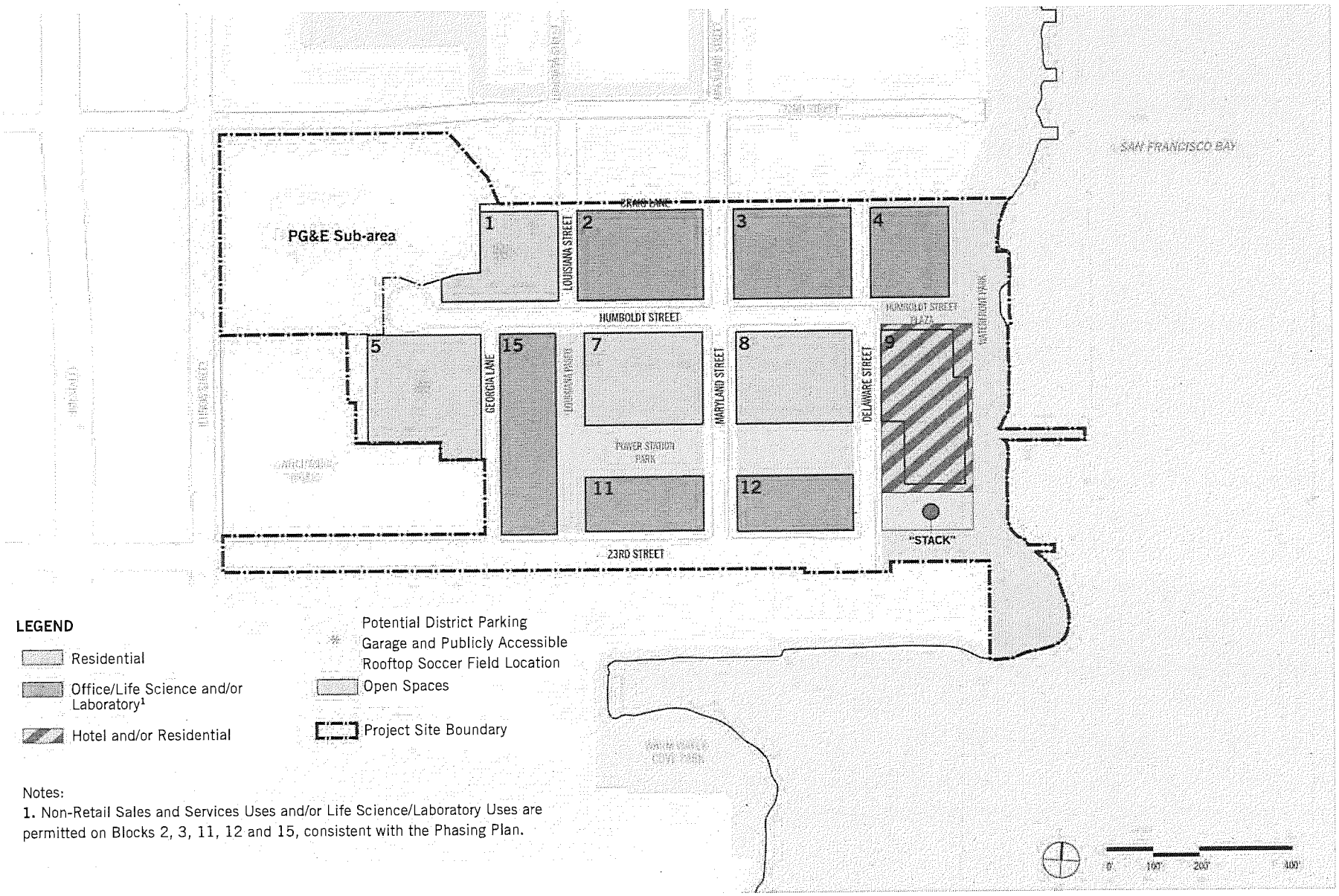
Wind Sign. Any Sign composed of one or more banners, flags, or other objects, mounted serially and fastened in such a manner as to move upon being subjected to pressure by wind or breeze.

Window Sign. A Sign painted directly on the surface of a window glass or placed behind the surface of a window glass.

E. No PG&E Sub-area Scenario

This D4D includes standards, guidelines, and considerations for the redevelopment of the entire PG&E Sub-area as shown in Figure 1.2.1. However, the PG&E Sub-area redevelopment is subject to PG&E's long-range facilities planning. Portions of the PG&E Sub-area may or may not ultimately be redeveloped. The following figures depict how the site's land use, ground-floor uses, streets, pedestrian network, heights, and setbacks would change in the scenario in which the PG&E Sub-area is not redeveloped.

Figure E.13.1 Land Use Plan

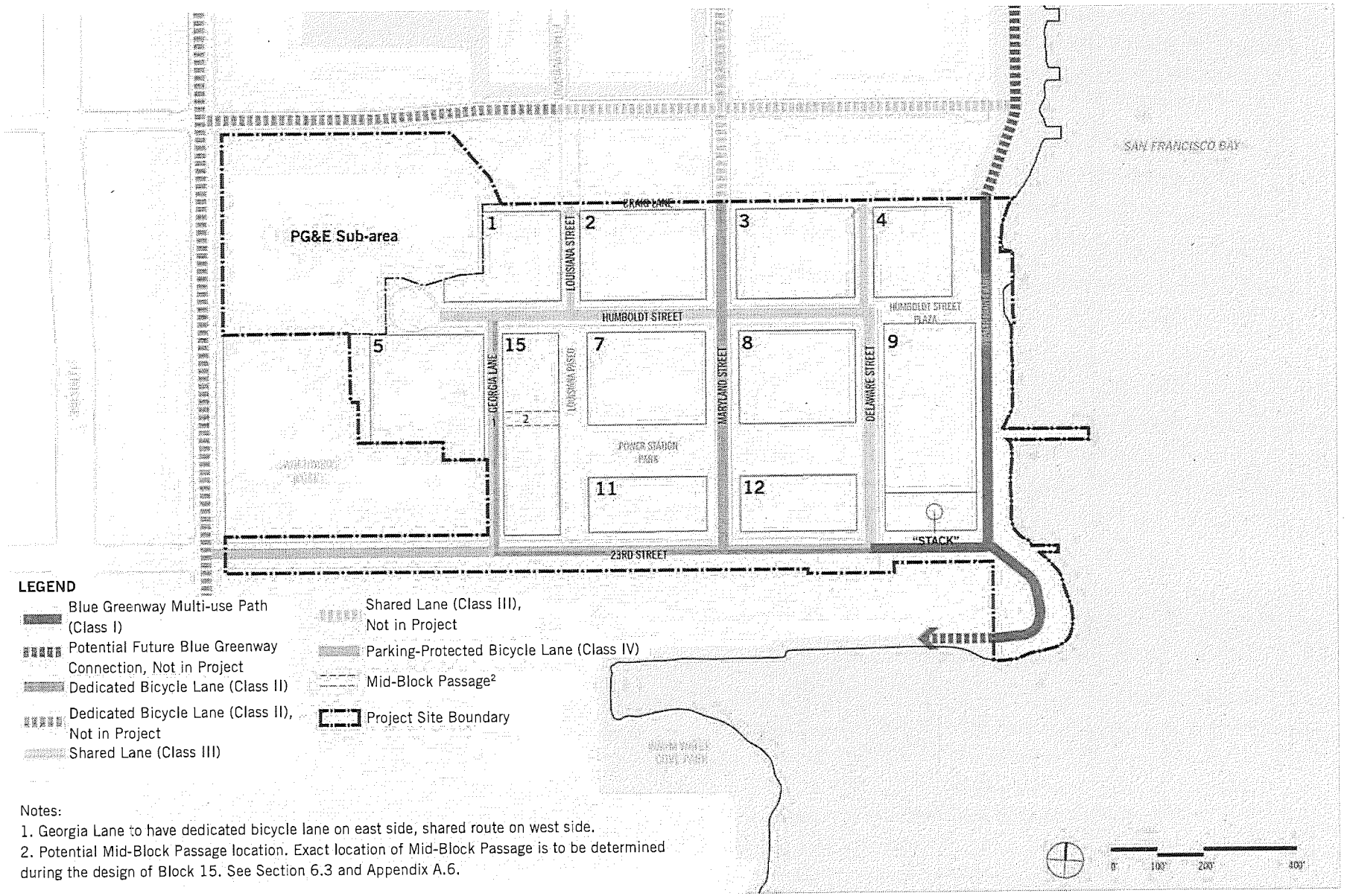


LEGEND

- Residential
- Office/Life Science and/or Laboratory[1]
- Hotel and/or Residential
- Potential District Parking Garage and Publicly Accessible Rooftop Soccer Field Location
- Open Spaces
- Project Site Boundary

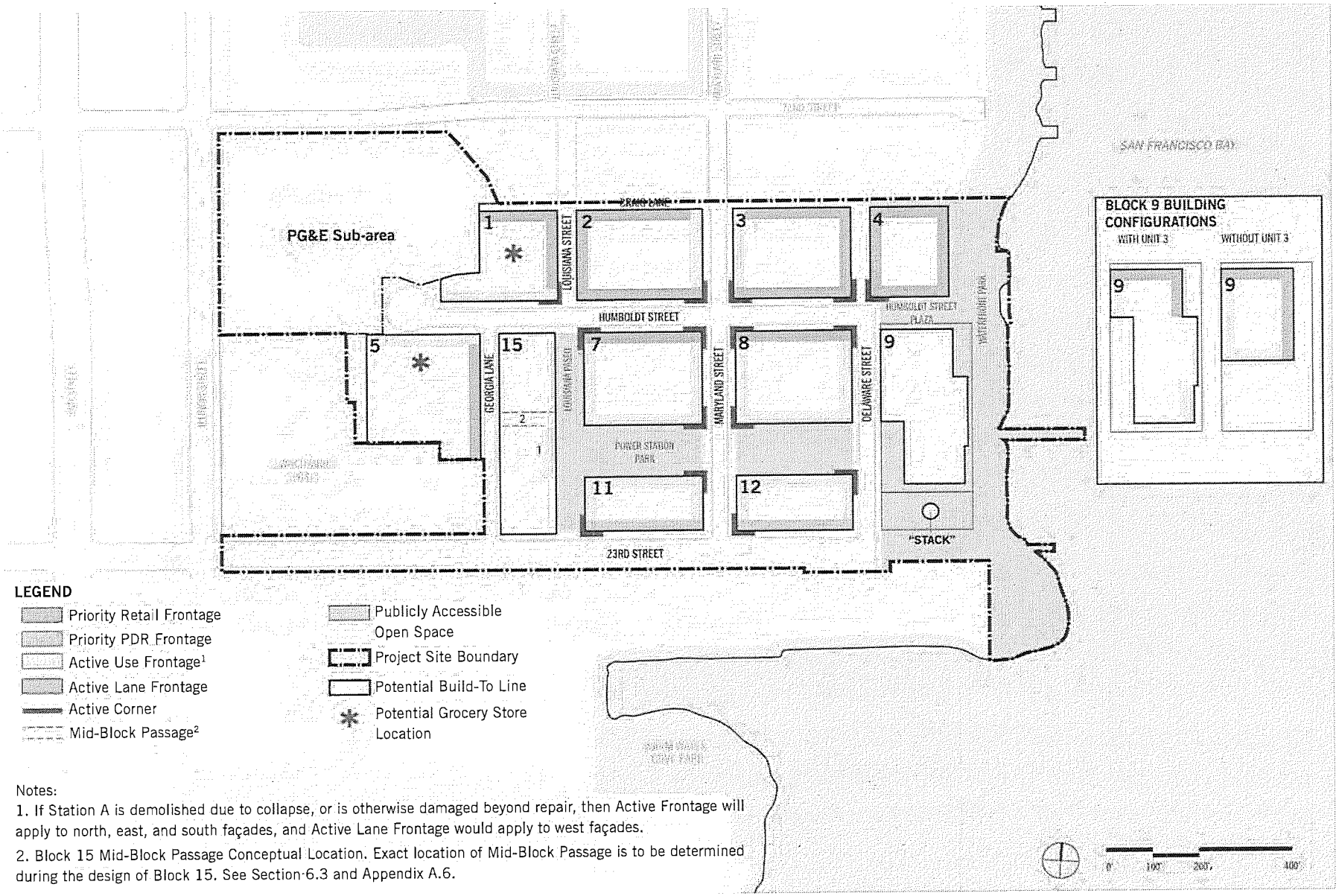
Notes:
1. Non-Retail Sales and Services Uses and/or Life Science/Laboratory Uses are permitted on Blocks 2, 3, 11, 12 and 15, consistent with the Phasing Plan.

Figure E.13.2 Bicycle Network



Notes:
1. Georgia Lane to have dedicated bicycle lane on east side, shared route on west side.
2. Potential Mid-Block Passage location. Exact location of Mid-Block Passage is to be determined during the design of Block 15. See Section 6.3 and Appendix A.6.

Figure E.13.3 Ground-Floor Uses



Notes:

1. If Station A is demolished due to collapse, or is otherwise damaged beyond repair, then Active Frontage will apply to north, east, and south façades, and Active Lane Frontage would apply to west façades.

2. Block 15 Mid-Block Passage Conceptual Location. Exact location of Mid-Block Passage is to be determined during the design of Block 15. See Section 6.3 and Appendix A.6.

Figure E.13.4 Building Height Plan

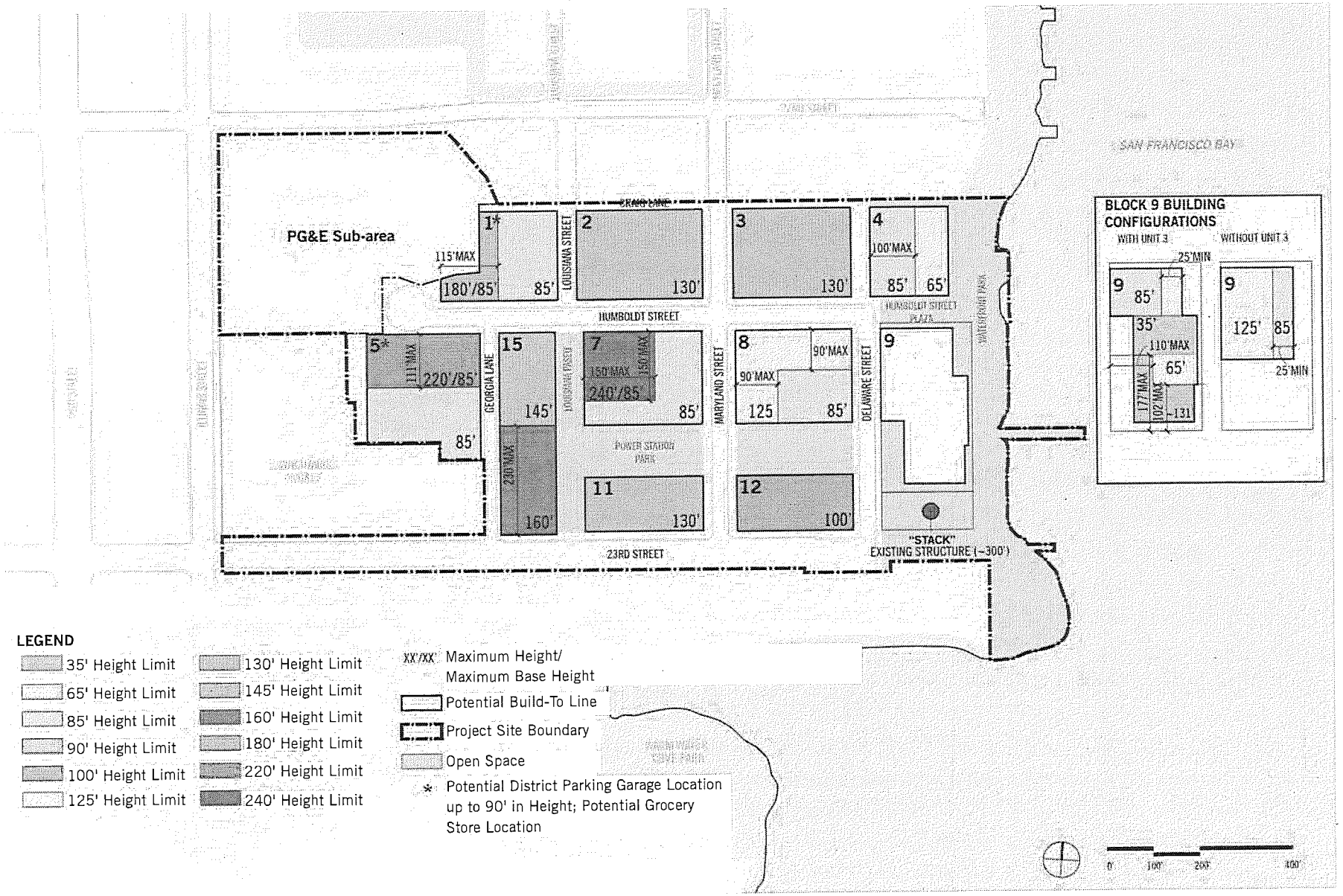
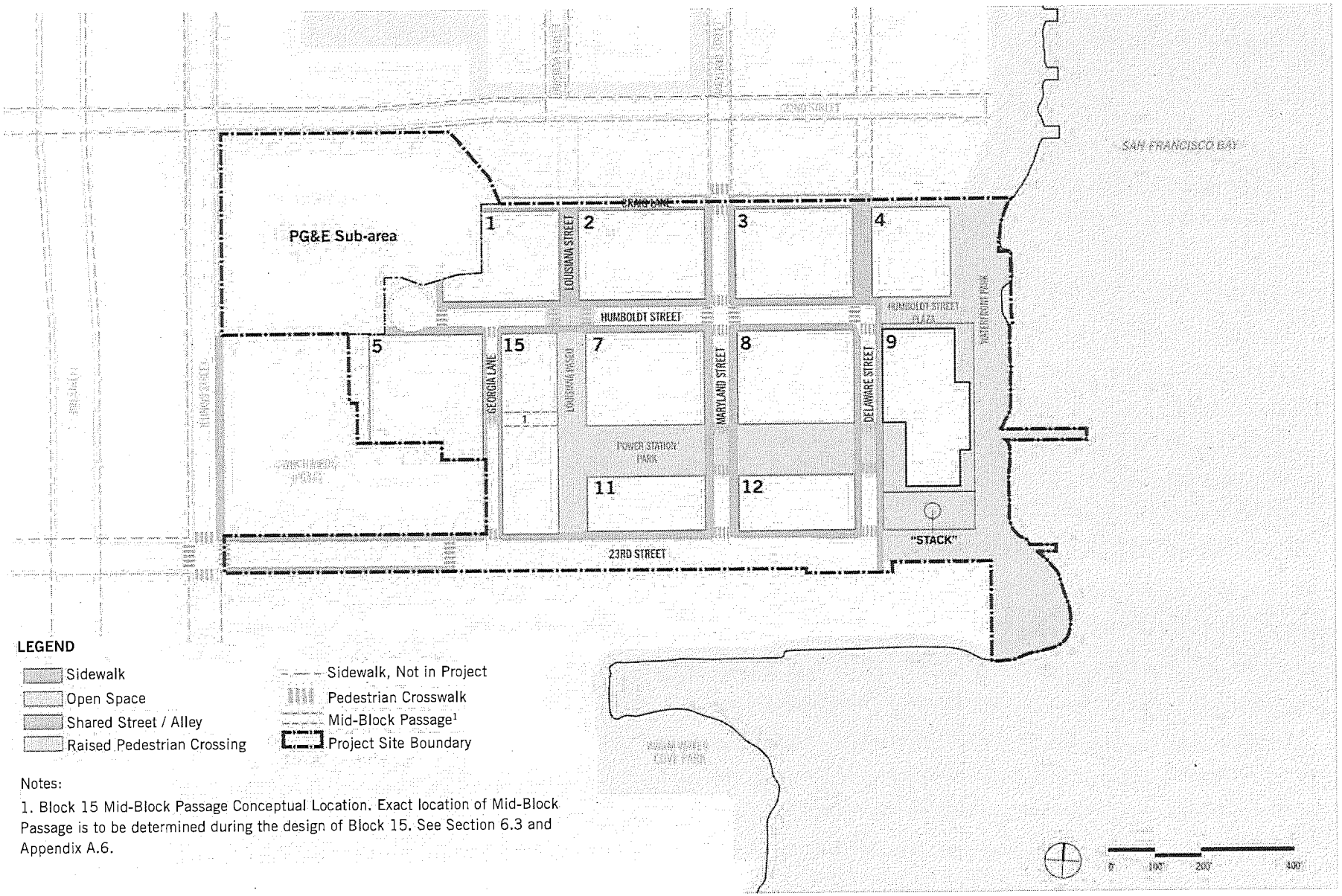


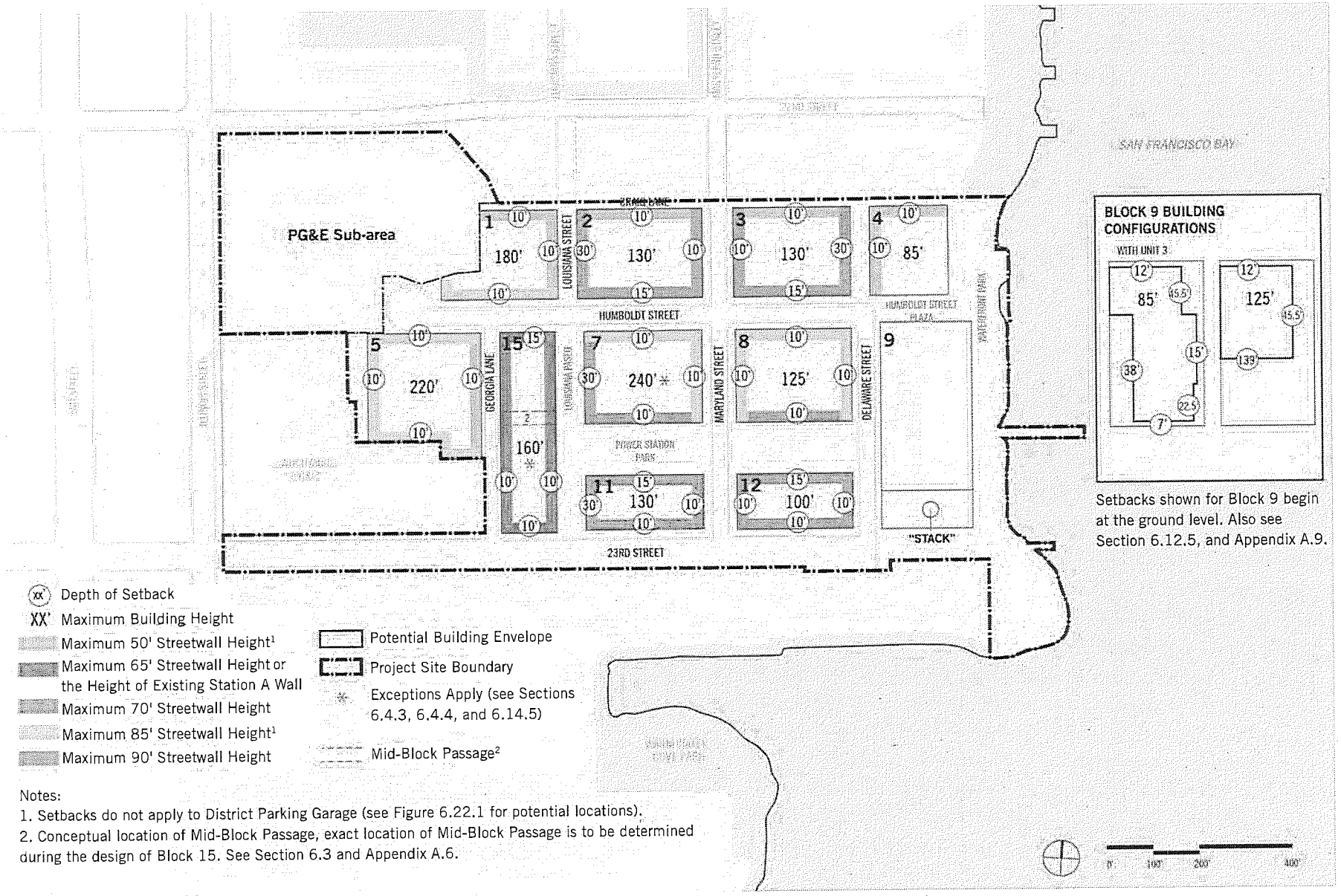
Figure E.13.5 Pedestrian Network



Notes:

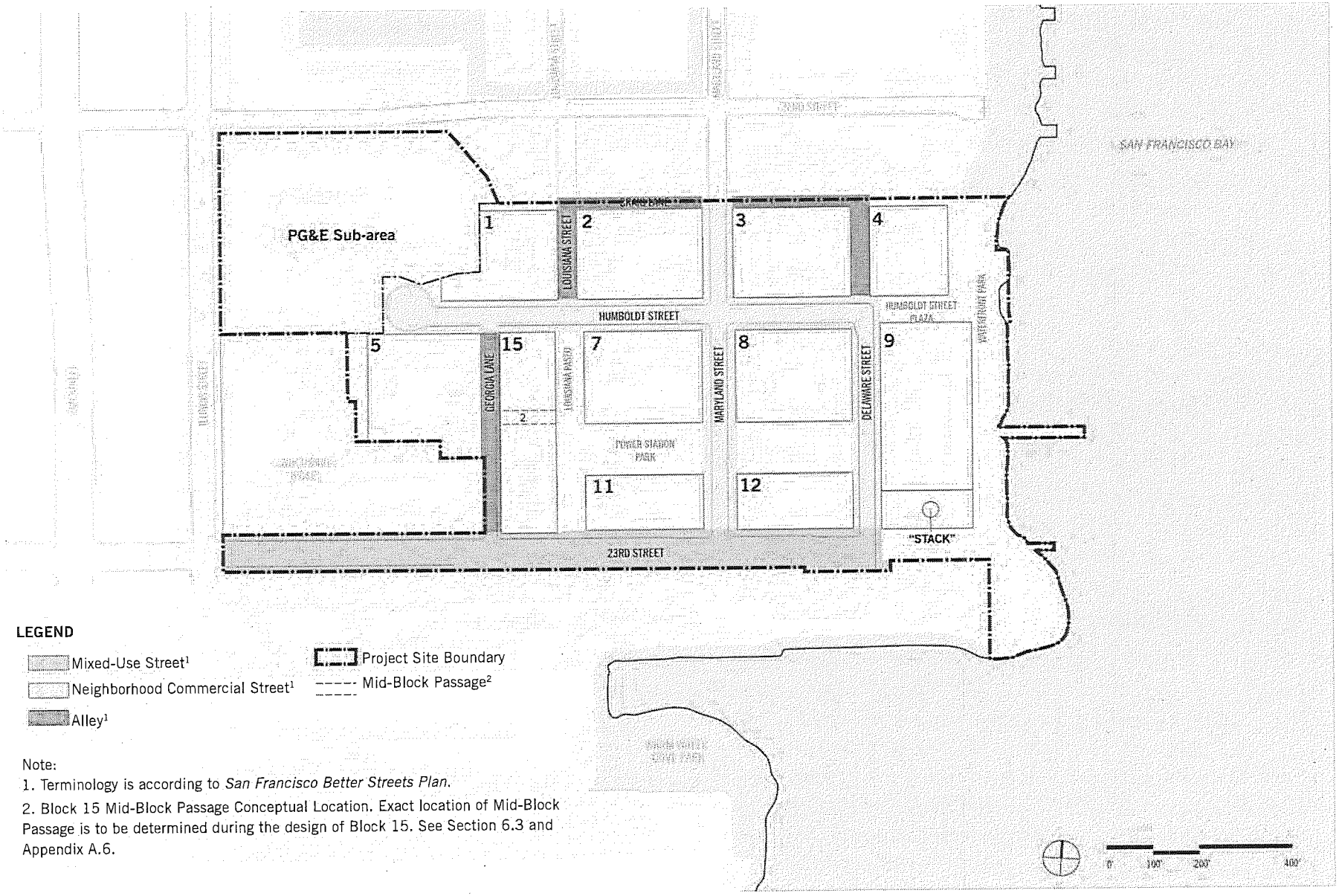
1. Block 15 Mid-Block Passage Conceptual Location. Exact location of Mid-Block Passage is to be determined during the design of Block 15. See Section 6.3 and Appendix A.6.

Figure E.13.6 Building Setbacks



Notes:
1. Setbacks do not apply to District Parking Garage (see Figure 6.22.1 for potential locations).
2. Conceptual location of Mid-Block Passage, exact location of Mid-Block Passage is to be determined during the design of Block 15. See Section 6.3 and Appendix A.6.

Figure E.13.7 Street Types



LEGEND

- Mixed-Use Street[1]
- Neighborhood Commercial Street[1]
- Alley[1]
- Project Site Boundary
- Mid-Block Passage[2]

Note:

1. Terminology is according to *San Francisco Better Streets Plan*.
2. Block 15 Mid-Block Passage Conceptual Location. Exact location of Mid-Block Passage is to be determined during the design of Block 15. See Section 6.3 and Appendix A.6.

F. Historic Resource Evaluation, Part 2 Excerpt (Character Defining Features)

This section provides lists of character-defining features identified in Page & Turnbull's HRE Part 1 for all historic resources, including Station A, the Meter House, the Gate House, the Compressor House, Unit 3, and the Boiler Stack. A separate table contains character-defining features of the Third Street Industrial District, as inferred from the Central Waterfront DPR 523D form authored by Kelley & VerPlanck and Page & Turnbull in 2008.

For a property to be eligible for national, state, or local designation under one of the significance criteria, the essential physical features (or character-defining features) that enable the property to convey its historic identity must be evident. To be eligible, a property must clearly contain enough of those characteristics, and these features must also retain a sufficient degree of integrity. Characteristics can be expressed in terms such as form, proportion, structure, plan, style, or materials.

Station A—inclusive of the Turbine Hall, Machine Shop, Machine Shop Office, and Switching Center—is primarily referenced as one resource throughout the HRE Part 1, with the exception of the Buildings Table, where the portions of Station A are described chronologically by date of construction. Rather than retain the chronological order featured in the HRE Part 1, the character defining features table below groups the physical portions of Station A one after another for clarity. The Meter House, Gate House, Compressor House, Unit 3, and Boiler Stack follow. All numbers in the left column are referenced in the site plan (Figure 5), which is included in the HRE Part 1.

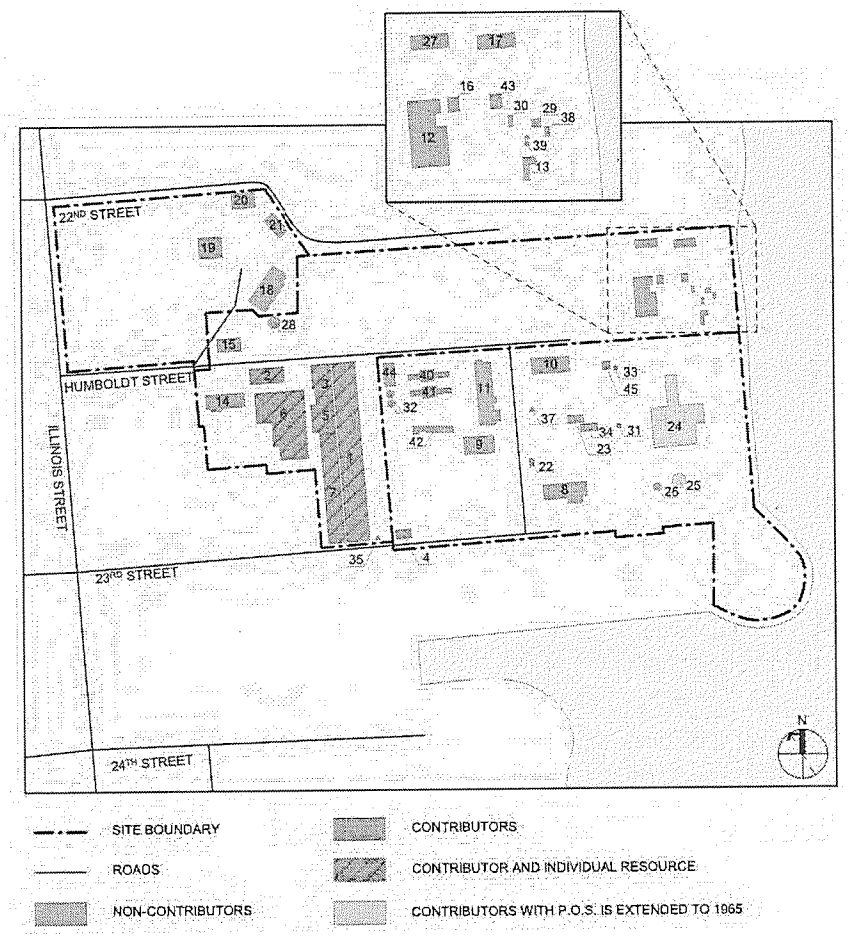
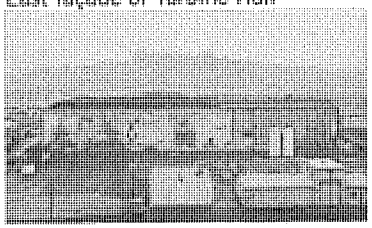
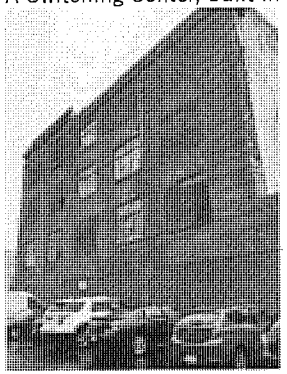
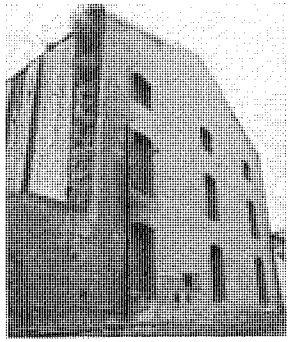


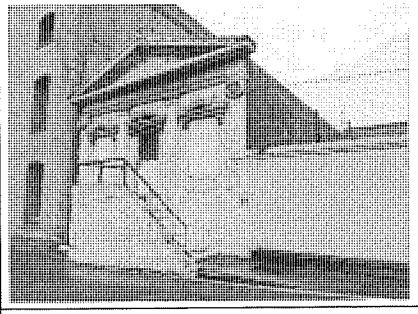
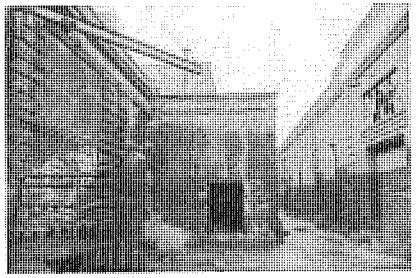
Figure F.13.1 Site map with buildings, structures, and features at Potrero Power Station, showing Third Street Industrial District contributors and non-contributors.

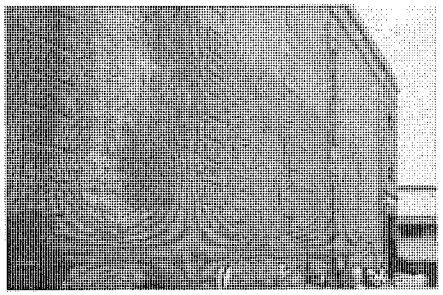
Note: Map is not drawn to scale. Source: San Francisco Property Information Map, edited by Page & Turnbull.

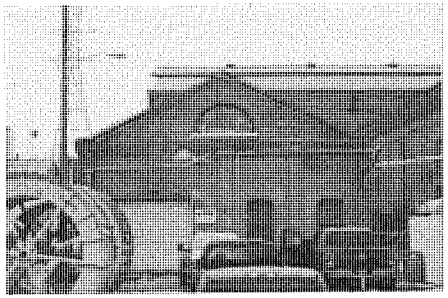
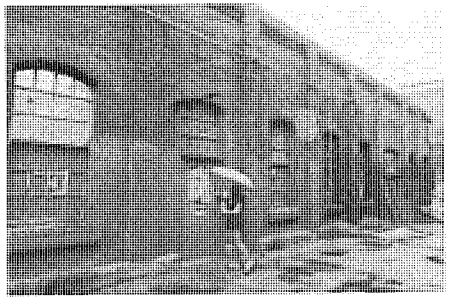
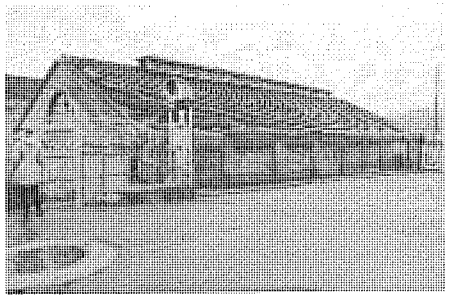
Note:
This Appendix F contains an excerpt from the Historic Resource Evaluation, Part 2 prepared for the Potrero Power Station on Feb 2, 2018.

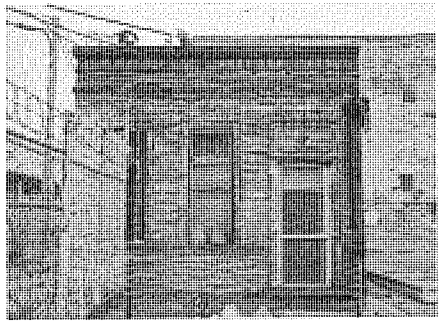
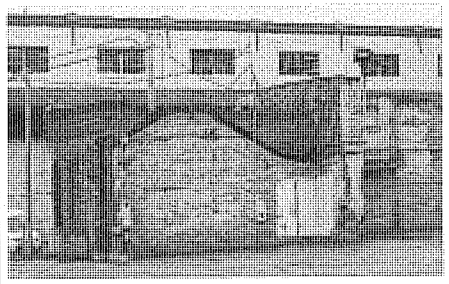
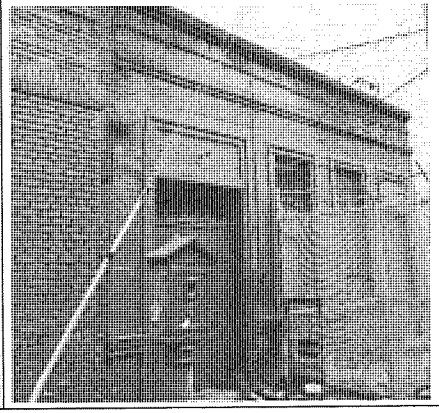
Table F.13.2 Potrero Power Station Historic Buildings: Character-Defining Features

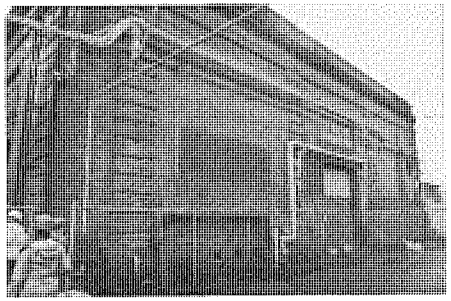
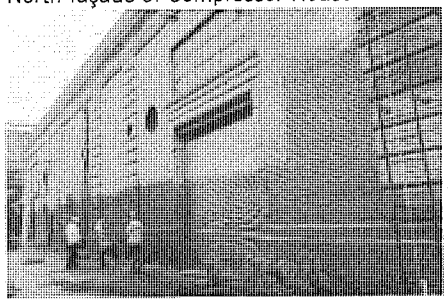
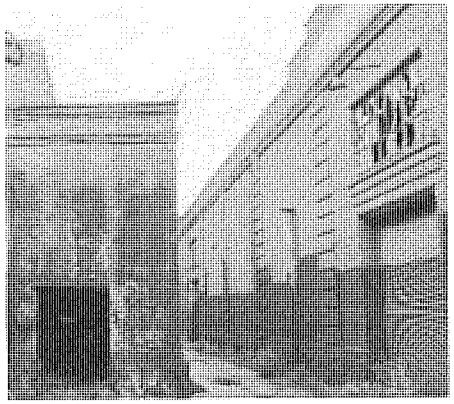
NO.	APEARANCE	BUILDING INFO.	CHARACTER-DEFINING FEATURES
1	East façade of Turbine Hall  South façade of Turbine Hall. The two left (west) bays constitute the adjacent Station A Switching Center, built in 1930-31.  North façade of Turbine Hall 	**Name:** Station A Turbine Hall **Date of Construction:** 1901-02; 1903 **APN:** 4175/017	• Rectangular plan • Built out to lot lines between 23rd and Humboldt streets • Four stories tall • Massive brick masonry construction • Classical decorative brick quoin patterning • Multi-lite steel-sash windows at the north façade, deeply recessed • Multi-lite steel-sash windows at the south façade • Symmetrical window pattern at north and south facades; irregular window pattern at east façade (west façade not visible) • Slightly pitched gable roof with steel trusses; corrugated metal roof material at northern portion • High volume and industrial character of interior

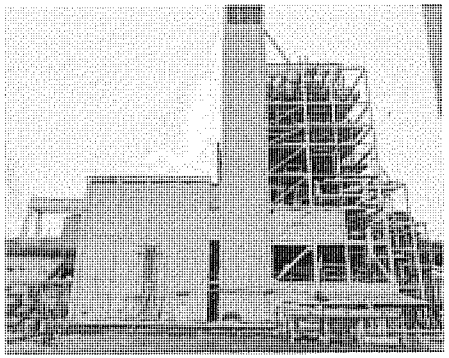
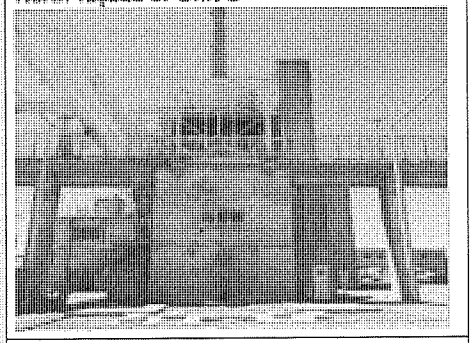
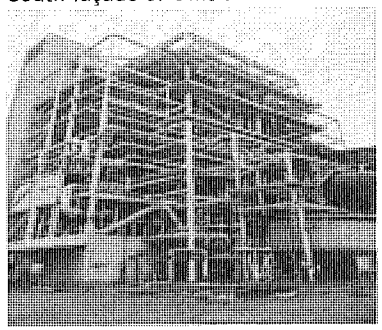
NO.	APEARANCE	BUILDING INFO.	CHARACTER-DEFINING FEATURES
3	North façade of Machine Shop Office with addition to the right (west) 	**Name:** Station A Machine Shop Office **Date of Construction:** ca. 1911 **APN:** 4175/017	• Rectangular plan • One story tall • Reinforced concrete construction • Flat roof • Greek Revival features at the primary façade, including: gabled pediment; pedestrian entrance and full-height windows with corbels and triangular and arched pedimented hoods; pilasters topped with Doric capitals and egg and dart molding; and dentil cornice • Concrete stairs parallel to facade
5	Machine Shop shown left and center, with the north façade of the Switching Center in the background and the east façade of Compressor House at right 	**Name:** Station A Machine Shop **Date of Construction:** ca. 1915 **APN:** 4175/017	• Irregular plan • Tall single story • Reinforced concrete construction with brick cladding • Corbelled brick detailing at parapet • Decorative brick quoin patterning • Flat roof

NO.	APEARANCE	BUILDING INFO.	CHARACTER-DEFINING FEATURES
7	West façade of Switching Center (south façade pictured above with the Turbine Hall) 	**Name:** Station A Switching Center **Date of Construction:** 1930-31 **APN:** 4175/017	• Rectangular plan • Four stories tall • Concrete construction with brick cladding • Multi-lite steel-sash windows • Flat roof • Corbelled brick detailing at parapet • Decorative quoin patterning • Engraved signage reading "Station A" and "Pacific Gas and Electric Company"

NO.	APEARANCE	BUILDING INFO.	CHARACTER-DEFINING FEATURES
2	West façade of Meter House  South façade of Meter House  East (left) and north (center) façades of Meter House 	**Name:** Meter House; Gas Meter Shop **Date of Construction:** ca.1902 **APN:** 4175/017	• Rectangular plan • One story • Brick masonry construction • Multi-lite wood-sash windows with concrete sill and brick arched lintel • Multi-lite wood-sash lunette windows at the gable peaks of the west and east façades • Rhythmic brick pilasters and cornice • Dentil cornice • Steel truss gable roof with a raised central monitor • Partially glazed metal pedestrian doors • Loading door opening at the west façade [metal roll-up door not historic] • Volume and industrial character of interior • Shortened north façade due to raised street grade

NO.	APEARANCE	BUILDING INFO.	CHARACTER-DEFINING FEATURES
4	East façade of Gate House  North façade of Gate House  South façade of Gate House 	**Name:** Gate House **Date of Construction:** ca.1914 **APN:** 4175/017	• Rectangular plan • Single story • Brick masonry construction • Flat roof • Simple decorative brick cornice • Rectilinear wood-sash transomed windows • Brick window and door surrounds

NO.	APEARANCE	BUILDING INFO.	CHARACTER-DEFINING FEATURES
6	West façade of Compressor House  North façade of Compressor House  East façade of Compressor House (at image right). Machine Shop at image left. 	**Name:** Compressor House **Date of Construction:** ca.1924 **APN:** 4175/017	• L-shaped plan • Tall one story • Brick masonry construction • Multi-lite steel-sash windows with decorative brick surround • Brick parapet (partial stepped parapet at the east façade) • Corbeled brick cornice • Brick quoin patterning • Round openings • Loading door openings at all façades [metal roll-up doors not historic] • Slightly pitched concrete gable roof with steel trusses • Two monitor roof skylights • Volume and industrial character of interior

NO.	APEARANCE	BUILDING INFO.	CHARACTER-DEFINING FEATURES
24	West façade of Unit 3  North façade of Unit 3  South façade of Unit 3 	**Name:** Unit 3 Power Block: Generator, Turbine, Boiler, and Unit 3 Office **Date of Construction:** 1965 **APN:** 4232/006	• Eight-story steel frame structure, primarily exposed • Concrete elevator shaft • Control room and offices of concrete construction • Metal panel cladding and glazing of south office portion • Industrial character with remnants of equipment infrastructure

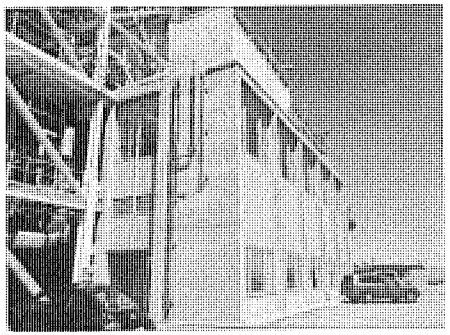
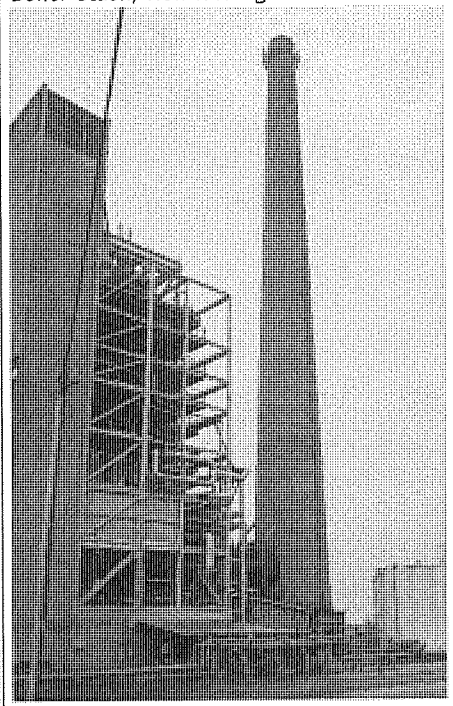
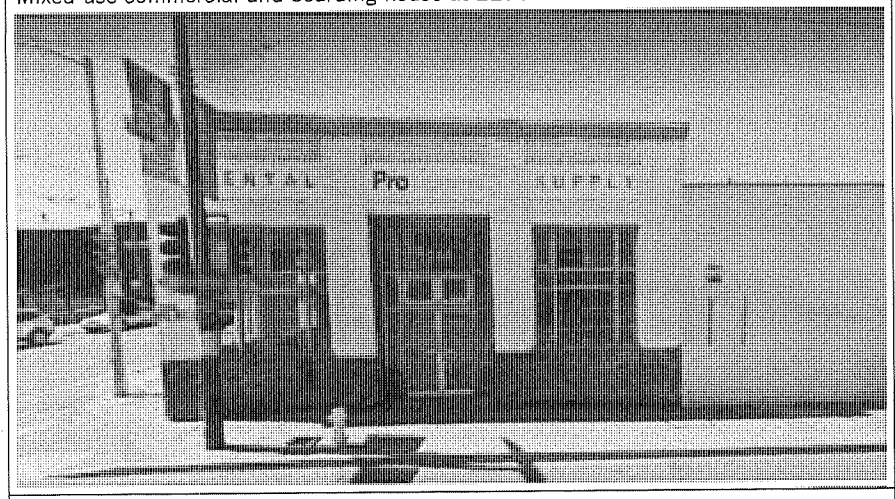
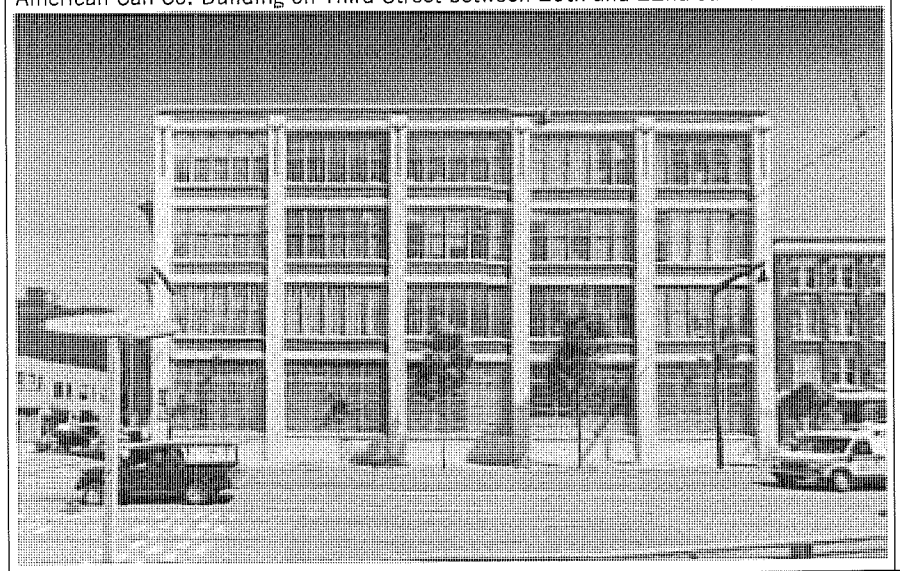
NO.	APEARANCE	BUILDING INFO.	CHARACTER-DEFINING FEATURES
24	South (left) and east (right) façade of Unit 3 Office 		
25	Boiler Stack, view looking southeast 	**Name:** Boiler Stack **Date of Construction:** 1965 **APN:** 4232/006	• Reinforced concrete construction • Tapered form • 300-foot height • Crow's nest walkway • Exterior metal ladder

Table F.13.3 Third Street Industrial District: Character-Defining Features

REPRESENTATIVE SAMPLE OF CONTRIBUTORS WITH HISTORIC USES	DETAIL INFO.

Alberta Candy Company at 2201-2203 Third Street
 	
	Location: primarily along Third Street between 18th and 24th streets, with Potrero Power Station and Western Sugar Refinery Warehouse buildings to the east on 23rd Street.
	Years Constructed: primarily during the first half of the twentieth century
	Character-Defining Features:
	• Linear character of district along Third Street, with exception of Potrero Power Station site and Western Sugar Refinery Warehouses, which make the district L-shaped
	• High concentration of manufacturing, repair, and processing plants and warehouses of industrial character
	• Historic location of industries dependent on nearby waterfront and freight-hauling Santa Fe Railroad trains that ran along Illinois Street
	• Buildings with the following typical features:
	  • Brick and concrete construction
	  • One to four stories in height
	  • Flat roofs
	  • Ornamented parapets
	  • Steel-sash and wood-sash windows
	  • Rectilinear and arched window openings
	  • American Commercial style

M. Levin & Sons Warehouse at 2225 Third Street 	

REPRESENTATIVE SAMPLE OF CONTRIBUTORS WITH HISTORIC USES	DETAIL INFO.
Mixed-use commercial and boarding house at 2290 Third Street 	
American Can Co. Building on Third Street between 20th and 22nd streets 	

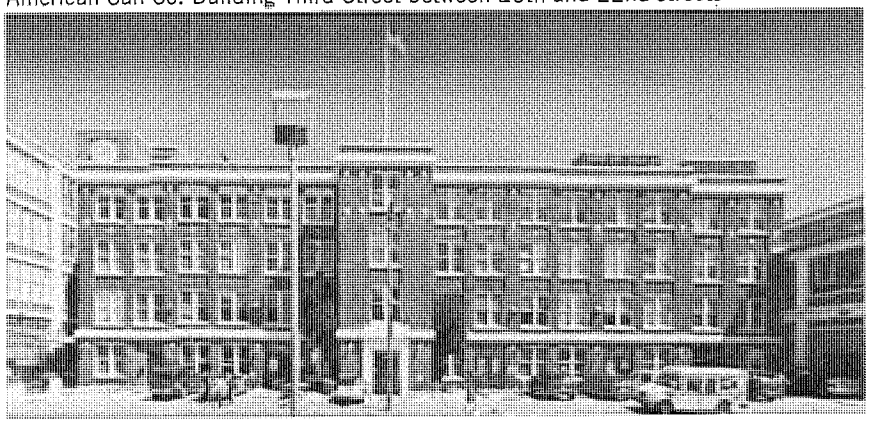
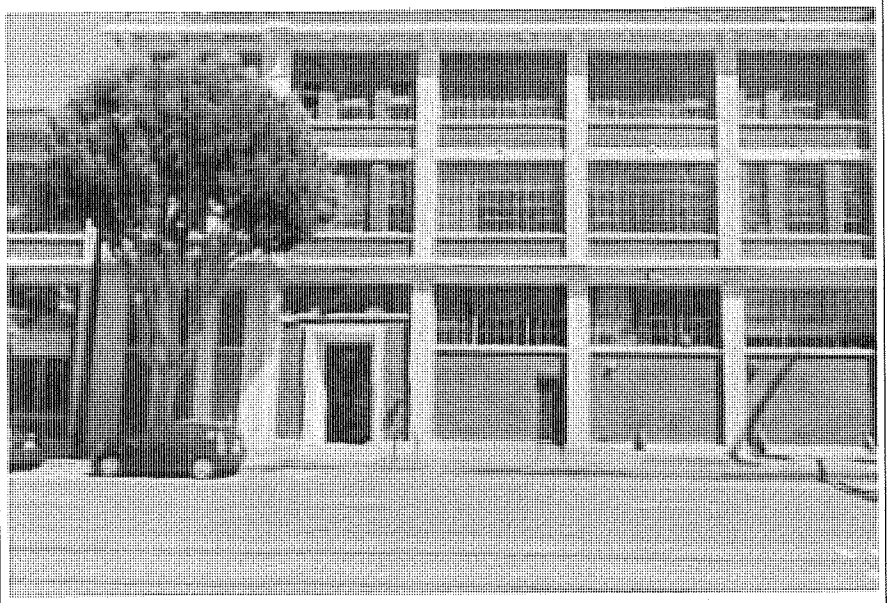
REPRESENTATIVE SAMPLE OF CONTRIBUTORS WITH HISTORIC USES	DETAIL INFO.
American Can Co. Building Third Street between 20th and 22nd streets 	
American Can Co. Building Third Street between 20th and 22nd streets 	

EXHIBIT F

WORKFORCE AGREEMENT
(POTRERO POWER STATION)

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Attachment A-1 First Source Hiring Agreement for Operations
Attachment A-2 Memorandum of Understanding
Exhibit A First Source Hiring Agreement for Construction
Attachment A-3 First Source Hiring Agreement for Tech Operations
Attachment B Local Hiring Requirements
Attachment C LBE Utilization Plan
Attachment D Dispute Resolution

WORKFORCE AGREEMENT
(POTRERO POWER STATION)

I. Project Background. The development plan for the Project Site under the Development Agreement provides for the development of a new publicly accessible network of improved parkland and open space and a mixed-use urban neighborhood, all as more particularly described therein (as defined in the Development Agreement, the "**Project**"). Construction by Developer under the Development Agreement will include development of Developer Property, as well as construction by Developer of a series of contiguous, integrated waterfront parks, including on City-owned and/or Port-owned property.

This Workforce Agreement sets forth the activities Developer shall undertake, and require its Construction Contractors (as defined below), Covered Contractors (as defined in Attachment B), Contractors (as defined in Attachment C), Consultants (as defined in Attachment C), Subcontractors (as defined below), Subconsultants (as defined in Attachment C), and Permanent Employers (as defined below), as applicable, to undertake, to support workforce development in the construction and operation of the Project, all as and to the extent required under this Workforce Agreement.

II. Purpose of the Workforce Agreement. This Workforce Agreement sets forth the employment and contracting requirements for the construction and operation of the Project. This Workforce Agreement has been jointly prepared by the City and Developer (on behalf of itself and its successors under the Development Agreement with respect to the Workforce Improvements covered hereby), in consultation with others, including OEWD and other relevant City Agencies.

The purpose of this Workforce Agreement is to ensure training, employment and economic development opportunities are part of the construction and operation of the Project. This Workforce Agreement creates a mechanism to provide employment and economic development opportunities for economically disadvantaged persons and San Francisco residents. The City and Developer agree that job creation and equal opportunity contracting opportunities in all areas of employment are an essential part of the development of the Project Site under the Development Agreement. The City and Developer agree that it is in the best interests of the Project and the City for a portion of the jobs and contracting opportunities of the Project to be directed, to the extent possible based on the type of work required, and subject to collective bargaining agreements, to local, small and economically disadvantaged companies and individuals whenever there is a qualified candidate.

This Workforce Agreement identifies goals for achieving this objective and outlines certain measures that will be undertaken in order to help ensure that these goals and objectives are successfully met. In recognition of the unique circumstances and requirements surrounding the Project, the City, including through OEWD, and Developer have agreed that this Workforce Agreement will constitute the exclusive workforce requirements for the Project.

This Workforce Agreement requires the following, all as more particularly described herein:

- Permanent Employers that occupy more than 25,000 gross square feet of space for Commercial Activity that meets the requirements of a Covered Operation will enter into a First Source Hiring Agreement for Operations (in the form attached as Attachment A-1). Developer will also include in its applicable contracts with such Permanent Employers provisions that require Permanent Employers to identify a single point of contact and contact OEWD's Business Services team to discuss its obligations under the First Source Hiring Agreement.

- Permanent Employers that occupy more than 25,000 gross square feet of space for Commercial Activity that meets the requirements of a Covered Operation will enter into a First Source Hiring Agreement for Operations (in the form attached as Attachment A-3).

- Developer will enter into a Memorandum of Understanding with the City's First Source Hiring Administration in the form attached as Attachment A-2.

- Developer will meet the hiring and Apprenticeship goals with respect to Local Residents (as defined in Attachment B) and Disadvantaged Workers (as defined in Attachment B) for certain Construction Work (as defined below) on the Port Sub-Area and the City Sub-Area, as set forth in Attachment B (Local Hiring Requirements).

- Developer will meet the utilization and outreach goals with respect to Local Business Enterprises for certain Construction Work, as set forth in Attachment C (LBE Utilization Plan).

- The Project will fund certain job readiness and training programs run by CityBuild, as more particularly described in Section D.

The foregoing summary is provided for convenience and for informational purposes only.

III. Workforce Agreement.

A. DEFINITIONS

The following terms specific to this Workforce Agreement have the meanings given to them below or are defined where indicated. Other initially capitalized terms are defined elsewhere in the Development Agreement. All references to the Development Agreement include this Workforce Agreement unless explicitly stated otherwise.

"**Apprentice**" means any worker who is enrolled in or otherwise committed to a construction apprenticeship program that maintains current registration with the State of California's Division of Apprenticeship Standards.

"**Apprenticeship**" shall mean a work experience that combines formal job-related technical instruction with structured on-the-job learning experiences. Apprentices are hired by an employer at the outset of a training program, and the training program is pre-approved by the US Department of Labor ("**USDOL**") or California Division of Apprenticeship Standards ("**DAS**"). Apprentices receive progressive wages commensurate with their skill attainment throughout an apprenticeship training program. Upon successful completion of all phases of on-the-job learning and related instruction components, Apprentices receive nationally recognized certificates of completion issued by the USDOL or DAS.

"**Building**" means each new building to be constructed or existing building to be rehabilitated on the Project Site under the Development Agreement.

"**Chapter 83**" is defined in Section III.C.2.

"**CityBuild**" means the OEWD construction training program commonly known as CityBuild.

"**Commercial Activity**" means retail sales and services, restaurant, hotel, education and office uses, technology and biotechnology business, and any other for-profit commercial uses permitted under the Project SUD that are conducted within a Building. For the avoidance of doubt, Commercial Activity shall not include the operation of standalone affordable housing buildings or community, childcare or arts facilities.

"**Construction Contractor**" means a construction contractor hired by or on behalf of Developer who performs Construction Work on the Developer Property.

"**Construction Work**" means, as applicable, (a) the initial construction of all Public Improvements, (b) the initial construction of Privately-Owned Community Improvements, (c) the initial construction of all Buildings to be carried out by Developer and (d) initial tenant improvement work within any Building undertaken within the first year after the initial certificate of occupancy is issued with respect to such Building, in each case under the Development Agreement. For the avoidance of doubt, Construction Work shall not include any (i) repairs, maintenance, renovations or other construction work performed on a Building after the City issues a certificate of occupancy for the applicable portion of the Building, (ii) specialized labor, (iii) work performed as a result of a threat to life, limb or property or other emergency or circumstances requiring immediate action, (iv) work required to be performed by employees of a vendor or manufacturer (or a specialty contractor retained by a vendor or manufacturer) to protect a manufacturer's or vendor's warranty or guarantee, (v) construction of standalone affordable housing buildings or community, childcare or arts facilities or (vi) construction of residential owner-contracted improvements in for-sale residential units.

"**Construction Workforce Requirements**" is defined in Section III.B.1.

"**Covered Operations**" means (i) Commercial Activity that results in the expansion of entry and apprentice level positions that are located within a newly constructed Building or an addition, or alteration thereto, where the Building (or addition or alteration thereto) contains more than 25,000 gross square feet in floor area, and (ii) the operation in a Building of a residential project containing more than 25,000 gross square feet or more than 10 market-rate residential units. Covered Operations do not include (a) any operations or activities conducted by tenants, subtenants or owners of residential units, (b) residential projects containing less than 25,000 gross square feet or fewer than 10 market-rate residential units, (c) Buildings containing less than 25,000 gross square feet or (d) activities or operations conducted by tenants, subtenants and other occupants of less than 25,000 gross square feet of space within a Building. Covered Operations are limited to the period that starts at the initial certificate of occupancy for the applicable space and ends on the date that is 10 years thereafter.

"**Covered Project**" means Construction Work on the Port Sub-Area or the City Sub-Area with an estimated cost in excess of the Threshold Amount.

"**Developer**" is defined in the Development Agreement.

"**Development Agreement**" means the Development Agreement to which this Workforce Agreement is attached and made a part thereof, as the same may be amended, modified and supplemented from time to time pursuant to its terms.

"**FSHA**" means the City's First Source Hiring Administration.

"**Horizontal Improvements**" means (a) the initial construction of all Public Improvements and (b) the initial construction of Privately-Owned Community Improvements, in each case under the Development Agreement.

"**Local Business Enterprise(s)" or "LBE**" means a firm that has been certified as an LBE as set forth in Administrative Code Chapter 14B (Local Business Enterprise Utilization and Non Discrimination in Contracting Ordinance).

"**Local Resident**" means an individual who is domiciled, as defined by Section 349(b) of the California Election Code, within the City at least seven (7) days prior to commencing work on the project.

"**OEWD**" means the City's Office of Economic & Workforce Development.

"**OLSE**" means the City's Office of Labor Standards Enforcement.

"**Operations Workforce Requirements**" is defined in Section III.C.1.

"**Permanent Employer**" means each employer that occupies more than 25,000 gross square feet of space for Commercial Activity(ies) in a Covered Operation.

"**Subcontractor**" is defined (i) with respect to any Construction Contractor, in Attachment A-2, (ii) with respect to any Covered Contractor, in Attachment B, and (iii) with respect to any Contractor, in Attachment C.

"**Technology-Enabled Occupations**" means positions that require skills related to Information, Media and ICT Literacy as highlighted in California's Digital Literacy definition, "[one's capacity] for using digital technology, communications tools, and/or networks in creating, accessing, analyzing, managing, integrating, evaluating, and communicating information in order to function in a knowledge-based economy and society." Technology- Enabled Occupations require the ability to analyze, access and work with common computing and communications devices, operating systems, networking systems and applications. These occupations require the ability to understand and use ICT computing, communications and information technologies; use technologies for advance research, analysis and administrative operations. These occupations also require the ability to create, interpret and work with an increasing variety of digital media.

"**Technology Occupations**" means positions that require core competencies in information and communication technology ("**ICT**") systems and solutions. These occupations develop and deploy technologies and infrastructures to both support their enterprise and product users. Additionally, technology occupations require skills in research, design, development and analysis of custom technological products; including software, web, application, and cloud-based products. Technology occupations also include, but are not limited to, positions that are related to the sales, marketing and engineering of these technology-based products. Technology Occupations typically occur in the major industry clusters as defined by the North American Industry Classification System (NAICS): Software Publishers; Wired Telecommunications; Wireless Telecommunications; Satellite Communications; Data Processing, Hosting and Related Services; Internet Publishing and Broadcasting and Web Search Portals; and Computer Systems Design. Major Technology Occupation clusters as identified by the Bureau of Labor Statistics include information support and services; network systems; program and software development; and web and digital communications.

"**Threshold Amount**" is defined in section 6.1 of the San Francisco Administrative Code, as amended as of the date of determination to the extent that such amendments apply to the Project pursuant to the Development Agreement.

B. CONSTRUCTION WORK

1. **Application.** Developer and Construction Contractors, Covered Contractors and Contractors shall comply with the applicable provisions of this **Section III.B** (the "**Construction Workforce Requirements**") during construction of Horizontal Improvements and Buildings.

2. **Local Hiring Requirements.** Developer and Covered Contractors (and their subcontractors regardless of tier) must comply with the Local Hiring Requirements set forth on Attachment B with respect to Covered Projects.

3. **First Source Hiring Program for Construction Work.** Prior to the Commencement of Construction of the first Horizontal Improvements or Building on the Developer Property, Developer will enter into a Memorandum of Understanding with the City's First Source Hiring Administration in the form attached as Attachment A-2 under which Developer must include in its contracts with Construction Contractors for Construction Work on the Developer Property a requirement that the applicable Construction Contractor enter into a First Source Hiring Agreement for Construction in the form attached to Attachment A-2 as Exhibit A thereto, and must provide a signed copy of the relevant Form exhibits to the FSHA, as more particularly described therein.

4. **Local Business Enterprise Requirements.** Developer and its Contractors and Consultants must comply with the Local Business Enterprise Utilization Program set forth in Attachment C.

5. **Obligations; Limitations on Liability.** Developer shall use good faith efforts, working with OEWD or its designee, to enforce the applicable Construction Workforce Requirements with respect to its Construction Contractors, Covered Contractors, Contractors and Consultants, and each Construction Contractor, Covered Contractor, Contractor and Consultant, as applicable, shall use good faith efforts, working with OEWD or its designee, to enforce the Construction Workforce Requirements with respect to its Subcontractors and Subconsultants (regardless of tier). However, Developer shall not be liable for the failure of its Construction Contractors, Covered Contractors, Contractors and Consultants, and Construction Contractors, Covered Contractors, Contractors and Consultants shall not be liable for the failure of their respective Subcontractors and Subconsultants.

6. **Prevailing Wages and Working Conditions.** Developer and other applicable parties shall pay prevailing wage as required under the Development Agreement and, to the extent applicable, the Port Lease.

C. PROJECT OPERATIONS

1. **Application.** Covered Operations within the Project will be subject to the applicable First Source Hiring Program requirements set forth in this Section III.C (collectively, the "**Operations Workforce Requirements**").

2. **First Source Hiring Program for Covered Operations.** Each Developer of commercial space for Covered Operations will comply with the operational requirements of Administrative Code Chapter 83 ("**Chapter 83**") by undertaking the following: (i) such Developer will include in all leases, subleases or other occupancy contracts for Covered

Operations (each, a "**Commercial Lease**"), a requirement that the Permanent Employer enter into a First Source Hiring Agreement for Operations in the form attached as Attachment A-1; (ii) such Developer will provide the executive(s) contact information within 10 days of execution of, or, if available, prior to execution of the applicable Commercial Lease, and will provide updated contact information annually thereafter; and (iii) with the execution of each applicable Commercial Lease, such Developer will require the tenant to notify OEWD Business Services of such execution.

D. WORKFORCE JOB READINESS AND TRAINING FUNDS

Developer shall pay to OEWD up to One Million Dollars ($1,000,000) ("**Total Contribution**") for apprenticeship and job training programs and/or grants focused on construction, small contractor support, environmental sustainability, and open space maintenance, as well as biotech and technology for end-use commercial activity (and OEWD shall use such funds solely for such purpose), payable in various installments, as described below.

1. **Application**. Developer will provide OEWD with the Total Contribution to support apprenticeship and job training and readiness programs run by OEWD as more particularly set forth in this **Section III.D.1** (all funds required under this Section III.D.1, the "**Job Readiness and Training Funds**"). The funding requirements under Section III.D.2, III.D.3 and III.D.6 will be binding on Developer. The funding requirements under Sections III.D.4 and III.D.5 will be binding on Developer or may be assigned to future Lessees.

2. **CityBuild Program**. The Project will pay a total of $360,000 across the first three Development Phases in accordance with this Section III.D.2 that the City will use to fund CityBuild programs.

   a. Purpose and Amount. The Project will pay the City such total of $360,000, from the Total Contribution, which the City will use to fund CityBuild programs run by OEWD's Workforce Development Division. Funds will be allocated in OEWD's discretion, but programs funded with this payment may include the CityBuild Academy, an 18-week pre-apprenticeship training program that prepares citywide residents for entry into the trades; the Construction Administration & Professional Service Academy, an 18-week program offered at City College of San Francisco that prepares San Francisco residents for entry-level careers as professional construction office administrators; or the CityBuild Women's Mentorship Program, a volunteer program that connects women construction leaders with experienced professional and mentors.

   b. Manner and Timing of Payment. Developer will pay such total of $360,000 in accordance with the following schedule:

      Phase 1: Developer will pay the City $120,000 within sixty (60) days after the Development Phase 1 Approval is Finally Granted.

      Phase 2: Developer will pay the City $120,000 within sixty (60) days after the Development Phase 2 Approval is Finally Granted.

      Phase 3: Developer will pay the City $120,000 within sixty (60) days after the Development Phase 3 Approval is Finally Granted.

3. **CityBuild Services.** The Project will pay a total of $90,000, from the Total Contribution, that will be used to remove barriers to permanent employment.

a. Purpose and Amount. The Project will pay such total of $90,000 to fund the delivery of services to assist individuals, interested in entering CityBuild or the trades, with addressing barriers to employment. The services will offer case management and supportive services (driver license, housing, union dues, tools, uniform/boots). The resources will be primarily for residents of zip codes 94107, 94124, 94103, 94110, 94112, and 94134, and for other disadvantaged job seekers citywide. The participants will be assessed for their appropriateness to work in construction and will be provided services to assist them with entering a career in construction.

b. Manner and Timing of Payment. Developer will pay such total of $90,000 to OEWD within sixty (60) days after the Development Phase 1 Approval is Finally Granted.

4. **Biotechnology**:

a. Purpose and Amount. The Project will pay a total of $225,000, from the Total Contribution, associated with commercial-office development in Development Phase 1 and in future Development Phases, in accordance with this Section III.D.4 to fund the delivery of training and barrier removal services to assist individuals interested in entering the biotechnology industry. The curriculum will prepare participants to work in entry level positions in the field of biotechnology in high-tech industry and research institutions. This is an interdisciplinary program including courses and practical training in math, chemistry, biology, computer skills, and English. Emphasis is placed on program participants developing competency for working in a laboratory environment, including performing basic and advanced laboratory techniques, collecting, documenting, and analyzing data, and participating in short-term independent projects. Fundamental skills and workplace competencies are a focus, with an emphasis on practical laboratory skills combined with training in a working laboratory setting. Potential career pathways include Media Prep Technicians, Laboratory Aides or Laboratory safety monitors.

b. Manner and Timing of Payment. Developer will pay such total of $225,000 to the City within sixty (60) days after the issuance of the First Construction Document for the first Vertical Improvements within the first Development Phase for which a Development Phase Approval has been Finally Granted and that includes a life science-related office-commercial Building.

5. **TechSF Bridge Training for Dogpatch/BVHP Communities & Targeted End Use Jobs**. The Project will pay a total of $225,000, from the Total Contribution, associated with commercial-office development in Development Phase 1 and in future Development Phases, in accordance with this Section III.D.5.

a. Purpose and Amount. The Project will be required to pay such total of $225,000 to OEWD that will be used to support moderate-skilled job training and education programs that prepare residents for technology and technology-enabled positions. Examples of such positions include but are not limited to IT administrators, data

scientists, and also include office administration positions for tenant's new employee hiring and incumbent employee advancement offered through the TechSF initiative or OEWD-identified partners. Programming will target residents of zip codes 94107, 94124, 94103, 94110, 94112, and 94134, and other disadvantaged job seekers citywide. OEWD will customize technology training based on the types of tenant leasing space within the Development Phase.

b. Manner and Timing of Payment. Developer will pay such total of $225,000 in accordance with the following schedule:

First Relevant Phase: Developer will pay $112,500 to the City within sixty (60) days after the issuance of the First Construction Document for the first Vertical Improvements within the first Development Phase for which a Development Phase Approval has been Finally Granted and that includes a life science-related office-commercial Building.

Second Relevant Phase: Developer will pay $112,500 to the City within sixty (60) days after the issuance of the First Construction Document for the first Vertical Improvements within the second Development Phase for which a Development Phase Approval has been Finally Granted and that includes a life science-related office-commercial Building.

6. **Contractor Development Program**. The Project will pay a total of $100,000, from the Total Contribution, to support the City's efforts to assist certified Local Business Enterprise contractors in removing barriers that face small businesses. The City's Contractor Development Program includes training, one-on-one counseling and group workshops in the areas that include (1) technical assistance on business management, estimating, financial analysis and project scheduling, (2) Assistance with Surety Bonding, (3) a Mentor Protégé Program that pairs micro-LBEs with business mentors and (4) Contractor Accelerated Payment Program (CAPP) and loan guarantee. OEWD will transfer, to the City and County of San Francisco's Contract Monitoring Division, these funds to support the Contract Monitoring Division's Contractor Development Program.

a. Manner and Timing of Payment. Developer will pay such total of $100,000 in accordance with the following schedule:

Phase 1: Developer will pay $50,000 to OEWD within sixty (60) days after the Development Phase 1 Approval is Finally Granted.

Phase 2: Developer will pay $50,000 to OEWD within sixty (60) days after the Development Phase 2 Approval is Finally Granted.

7. **Workforce System Engagement**. Each Developer of commercial space for Covered Operations agrees to include in any Commercial Lease with a Permanent Employer that employs primarily Technology Occupations, Technology-Enabled Occupations and Biotechnology Occupations in the applicable Covered Operation a requirement that such Permanent Employer dedicates employer time and resources to support curriculum development and direct engagement with workforce participants.

8. **Accounting**. Developer will have no right to challenge the appropriateness of or the amount of any expenditure of the Job Readiness and Training Funds, so long as the Job

Readiness and Training Funds are used in accordance with the provisions of this Section III.D. The Job Readiness and 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.

9. **Board Authorization.** By approving the Development Agreement, including this Workforce Agreement, the Board of Supervisors authorizes the City (including OEWD) to accept and expend the Job Readiness and Training Funds paid by Developer as set forth herein. The Board of Supervisors also agrees that any interest earned on any the Job Readiness and Training Funds shall remain in designated accounts for use by OEWD for workforce readiness and training consistent with this Section III.D and shall not be transferred to the City's general fund.

E. GENERAL PROVISIONS

1. **Enforcement**. OEWD shall have the authority to enforce the Construction Workforce Requirements and the Operations Workforce Requirements. OEWD shall cause its staff to work cooperatively to create efficiencies and avoid redundancies and to implement this Workforce Agreement and the First Source Hiring Agreements in good faith, and to work with all of the Project's stakeholders, including Developer, Construction Contractors, Covered Contractors and Contractors (and Subcontractors) and Permanent Employers, in a fair, nondiscriminatory and consistent manner.

2. **Third Party Beneficiaries**. Each contract for Construction Work or Covered Operations and each Commercial Lease shall provide that OEWD shall have third party beneficiary rights thereunder for the limited purpose of enforcing the requirements of this Workforce Agreement applicable to such party, directly against such party.

3. **Flexibility**. Some jobs will be better suited to meeting or exceeding the hiring goals than others, hence all workforce hiring goals hereunder will be cumulative, not individual, goals for any Construction Contractor, Covered Contractor, Contractor or Permanent Employer. In addition, Developer shall have the right to reasonably spread the workforce goals, in different percentages, among separate Construction Contracts and Commercial Leases so long as the cumulative goals among all of the Construction Contracts and Commercial Leases at any given time meet the requirements of this Workforce Agreement. The parties shall make such modifications to the applicable First Source Hiring Agreements consistent with Developers' allocation. This acknowledgement does not alter in any way the requirement that Developer, Construction Contractors, Covered Contractors, Contractors and Permanent Employers comply with good faith effort obligations to meet their respective participation goals for the Construction Work and Covered Operations under their respective First Source Hiring Agreements.

4. **Exclusivity**. In recognition of the unique circumstances and requirements surrounding the Project, the City, including through OEWD, and Developer have agreed that this Workforce Agreement will constitute the exclusive workforce requirements for the Project. Without limiting the generality of the foregoing, if the City implements or modifies any workforce development policy or requirements after the Reference Date, whether relating

to construction or operations, that would otherwise apply to the Project, and Developer asserts that such change as applied to the Project would be prohibited by the foregoing or the Development Agreement (including an increase in the obligations of Developer or its contractors under any provisions of the Development Agreement), and the City disputes such assertion, then the parties shall resolve the issue through the dispute resolution procedures of Section III.F below.

F. DISPUTE RESOLUTION.

1. **Meet and Confer**. In the event of any dispute under this Workforce Agreement (including as to compliance with this Workforce Agreement), the parties to such dispute shall meet and confer in an attempt to resolve the dispute in good faith for a period of 10 Business Days after request therefor from the complaining party; provided that the complaining party may proceed immediately to the arbitration provisions of Attachment D (Dispute Resolution) attached, without engaging in such a conference or negotiations, if the facts could reasonably be construed to support the issuance of a temporary restraining order or a preliminary injunction.

2. **Arbitration**. Disputes arising under this Workforce Agreement may be submitted to the provisions of Attachment D (Dispute Resolution) if the meet and confer provision of Section III.F.1 above does not result in resolution of the dispute within the time period described therein.

Exhibit G
Infrastructure Plan

Infrastructure Plan

Potrero Power Station

SAN FRANCISCO, CALIFORNIA

January 8, 2020

CARLSON, BARBEE & GIBSON, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS

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These appendices are for reference only and are not approved as part of the Infrastructure Plan approval. Please find the Appendices available for review and download at:

https://www.dropbox.com/sh/ufipjvvkzpnxicn/AADRwXbwhtIDLnT-tuHC8NeJa?dl=0

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1 INTRODUCTION

1.1 Purpose

The Infrastructure Plan ("Plan") describes the required infrastructure improvements to be constructed to support the Potrero Power Station Project ("Project"). The Plan outlines the infrastructure related elements of the Project's sustainability, environmental remediation, demolition, corrective geotechnical measures, site grading, street and multi–modal transportation improvements, open space and park improvements, potable water system, auxiliary water system, non-potable water system, combined sewer system, separated sanitary sewer system, separated storm drain system, stormwater management controls, and dry utility system. The Plan also identifies the responsible parties for the design, construction and operation of the infrastructure.

1.2 Site Location and Areas

The Project area is approximately 29 acres located along San Francisco's Central Waterfront. The Project site is generally bound by 22nd Street to the north, the San Francisco Bay to the east, 23rd Street to the south and Illinois Street to the west. The Project location is depicted on Figure 1.0.

The Project area is comprised of the following properties which are depicted in Figure 1.1:

- ***Power Station Sub-Area*** – approximately 21.0 acres, consisting of Assessor's Block 4175/Lot 002 and Lot 017, and Block 4232/Lot 001 and Lot 006; currently owned by the project sponsor. This sub-area includes a large portion of the site of the former power station formerly owned and operated by the Pacific Gas & Electric Company ("PG&E") and by NRG Potrero LLC and their predecessors.

- ***PG&E Sub-Area*** – approximately 4.8 acres, consisting of a portion of Assessor's Block 4175/Lot 018 and owned by PG&E, located in the northwest corner of the Project Site, and also a portion of the site of the former power station.

- ***Port Sub-Area*** – approximately 2.4 acres owned by the City and County of San Francisco ("the City") through the Port of San Francisco ("Port"), consisting of three noncontiguous areas. The largest area is 1.4 acres located between the Power Station sub-area and the Bay, and also includes the area of the proposed recreational dock; the second largest is 1 acre, located along 23rd Street between the Power Station sub-area and Illinois Street; the smallest piece is less than one tenth of an acre, located on the northeast corner of the site next to the Bay.

- ***Southern Sub-Area*** – approximately 0.2 acres consisting of a portion of Assessor's Block 4232/Lot 010 and owned by Harrigan Weidenmuller Company, located south of the Power Station sub-area along 23rd Street.

- ***City Sub-Area*** – the City owns a triangular-shaped area and a strip of land along the and the southern side of 23rd Street between the Power Station sub-area and Illinois Street approximately 0.35 acres.

The redevelopment of PG&E sub-area is subject to PG&E's long-range facilities planning. Portions of the sub-area may or may not ultimately be redeveloped. This Plan assumes the redevelopment of this entire sub-area such that the infrastructure could support the full development program contemplated.

1.3 Proposed Land Uses

The Project includes the redevelopment of the project site into a mixed-use development including residential, commercial, hotel, community facility, PDR, retail and other active uses, and parking. The Project will also include public access areas and open spaces as well as a grid of public streets and private alleys.

Overall, the proposed Project will construct up to approximately 5.4 million gross square feet (gsf), of uses, including between approximately 2.4 and 3.0 million gsf of residential uses (about 2,400-3,000 dwelling units), between approximately 1.2 and 1.9 million gsf of commercial uses (office, R&D/life science, retail, hotel, and PDR), approximately 965,000 gsf of parking, approximately 50,000 gsf of community facilities, and approximately 25,000 gsf of entertainment/assembly uses. Most new buildings will range in height from 65-180 feet, with one building at 240 feet. Approximately 7 acres will be devoted to publicly accessible open space. The proposed range of development programs is outlined in Table 1.1.

Table 1.1: Proposed Development Program Scenarios

Proposed Building Use	Proposed Project Program	Maximum Residential Development Program	Maximum Commercial Development Program	Project Variant Program (Preferred Project)	Project Variant Program (Max Residential)
Residential	2,682 units / 2,682,427 sf	3,014 units / 3,014,376 sf	2,441 units / 2,441,667 sf	2,601 units / 2,522,970 sf	2,748 units / 2,669,778 sf
Commercial (Hotel)	241,574 sf	0 sf	241,574 sf	241,574 sf	0 sf
Commercial (Office)	597,723 sf	421,952 sf	814,240 sf	814,240 sf	814,240 sf
Commercial (Research and Development)	645,738 sf	645,738 sf	645,738 sf	645,738 sf	645,738 sf
Commercial (Retail)	107,439 sf	107,439 sf	107,439 sf	99,464 sf	99,464 sf
Commercial (PDR)	45,040 sf	45,040 sf	45,040 sf	35,000 sf	35,000 sf
Community Facilities	100,938 sf	100,938 sf	100,938 sf	50,000 sf	50,000 sf
Assembly / Entertainment	25,000 sf	25,000 sf	25,000 sf	25,000 sf	25,000 sf
Parking	921,981 sf	931,614 sf	902,856 sf	965,458 sf	992,785 sf
Publicly Accessible Open Space	6.2 acres	6.2 acres	6.2 acres	6.9 acres	7.15 acres

The land use program may be adjusted in the future provided that it remains within the limits analyzed under the Project EIR. The Project utility demands and infrastructure requirements have been evaluated based on the development program that results in the highest utility demand – the Maximum Residential development program. Accordingly, future adjustments are not anticipated to significantly change the overall Project utility demands or general infrastructure requirements outlined in this Plan.

1.4 Infrastructure Plan Overview

The Infrastructure Plan defines the required infrastructure to be provided by the Developer to support the development of the Project. The Plan includes the required infrastructure within the Project site and off-site within the vicinity of the Project site. The obligations for design, construction, operation and acceptance of the required infrastructure are described in the Plan.

1.5 Companion Document (D4D)

The design of the Project is guided by the Design for Development ("D4D") and Infrastructure Plan that together make up the Master Plan documents. The D4D sets the vision, standards and guiding principles for the redevelopment of the site as an urban, mixed-use, waterfront neighborhood. It contains the controls relating to the design of streets, open spaces and buildings. It also outlines sustainability features and identifies transportation strategies to encourage walking, biking and transit use. Specifically, Section 3 – Open Space and Section 4 – Streets of the D4D are carefully coordinated with the infrastructure systems described in this Plan.

1.6 Master Utility Plans

Master Utility Plans ("MUP") will be prepared based upon this Infrastructure Plan. The MUPs will provide further details of the site grading and utility systems, including utility modeling. The MUPs will be processed with the SFPUC prior to other SFPUC required submittals including the Basis of Design or first Improvement Plan approvals (see Section 1.10), whichever is first. The Basis of Design is a report that outlines project requirements, design criteria, necessary design exceptions and presents preliminary drawings for each utility system.

1.7 Property Dedication and Easements

The proposed public infrastructure described in the Plan will be constructed within public right-of-way or dedicated public easement areas. Easement areas within privately owned lands associated with utilities will provide for access and maintenance of infrastructure facilities. Easement areas within privately owned lands associated with the private alleys and open spaces will provide for emergency and public access within these corridors. The establishment of proposed parcels, rights-of-ways, easements, street vacations, dedication and acceptance of streets and other infrastructure will occur through the subdivision map process in accordance with the San Francisco Subdivision Code and San Francisco Subdivision Regulations.

The existing ownership of 23rd Street within the Project varies. The western half of 23rd Street is existing public right-of-way. The eastern half is a private street encumbered with access easements in favor of the properties to the south. Except for the addition of curbs to direct stormwater, the street design maintains the existing configuration of loading docks on the south side of the street. Pedestrians are directed to the sidewalk on the north side of the street, across from loading activities. The street is intended to be constructed to public street standards and is proposed to be a public street with Department of Public Works approval.

If the eastern half of 23rd Street remains as a private street, some of the public utility systems would be re-routed to not occupy this private street. See Section 18 providing a description of this scenario and the adjustments to the utility system configurations. See Table 8.1 outlining the proposed street widths and components for the various segments of 23rd Street.

Subject to approval, public utilities within easements may be allowed within the Project as necessary to provide infrastructure and services to the Project. These public utilities within easements on private property will be reviewed by the SFPUC to confirm full access for maintenance and repair of the utility facilities, including provision of minimum H-20 loading for maintenance access roads. The utilities will be installed in accordance with applicable City regulations for public acquisition and acceptance within dedicated public service easement areas. The proposed easements are depicted on Figure 1.2.

A tentative map will be prepared for the Project. Subsequently, final maps will be submitted depicting the public rights-of-ways prior to permits for each Phase of infrastructure. Final maps for each parcel, or group of adjacent parcels, will be submitted for each development phase.

1.8 Project Datum

The Infrastructure Plan is based upon the San Francisco Vertical Datum 13 ("SFVD13"). The SFVD13 Datum is equivalent to the North American Vertical Datum 1988 ("NAVD 88").

1.9 Applicability of Codes and Infrastructure Standards

The Infrastructure Plan may be modified in the future to the extent that future modifications are in accordance with the current City of San Francisco Subdivision Regulations – Appendix B and are accepted by the City.

1.10 Project Phasing

The Project is anticipated to be implemented in multiple Phases. See Figure 1.3 depicting the anticipated Phases of infrastructure and development. Each Phase will include Development Parcel(s) and associated Infrastructure (Phased Infrastructure) to facilitate the incremental build-out of the Project. Phased Infrastructure will be defined in the Phase Applications and associated Improvement Plans and Public Improvement Agreements for each Phase to be approved by the City prior to filing final maps for the associated Development Parcel(s).

Phased Infrastructure must be designed and constructed to create complete systems within each Phase. Additionally, demolition and construction of each phase must ensure service can be continuously provided to any existing customers. There are components of the Phased Infrastructure, as described in the Infrastructure Plan, such as abatement, demolition, environmental management, grading, geotechnical improvements and utility connections that may be required or desired outside the Phase in which it is designated. The Phased Infrastructure may include deferring sidewalk and street planting zones until the building construction on adjacent Development Parcel(s) is completed. Deferred infrastructure will require written request from the Developer and approval from the Director of Public Works. The proposed improvements will not be accepted by the City prior to deferred improvements being completed.

The Improvement Plans will depict the proposed infrastructure system configurations to be constructed with each Phase. The Improvement Plans will identify existing and proposed infrastructure, temporary and permanent connections, and demonstrate how service will be preserved to any existing adjacent occupied areas.

Construction of each proposed Development Parcel and associated Phased Infrastructure may impact site accessibility. During construction of each Development Parcel and associated Phased Infrastructure, interim access shall be provided and maintained for active utility access and emergency vehicles, subject to San Francisco Fire Department ("SFFD") requirements, as necessary. Within active streets to remain open, pedestrian access shall be maintained on at least one side where adjacent to an active construction area.

The key components of the Phased Infrastructure are outlined as follows:

Phase 0

- Demolition and Abatement of existing structures, private utilities and surface improvements, for the entire Project site except the PG&E Sub-Area.
- Site Grading establishing the street subgrade elevations and Development Parcel rough pad elevations (excluding below grade garage excavations), for the entire Project site except the PG&E Sub-Area.
- Demolition, abatement and site grading for the Tank Farm Area will be completed at the time environmental remediation of this area is complete.
- Demolition, abatement and site grading for the PG&E Sub-Area will be completed at the time the land becomes available.

Phase 1

- 23rd Street from Illinois Street to Waterfront Open Space.
- Humboldt Street from Maryland Street to the Waterfront Open Space.
- Maryland Street from 23rd Street to Humboldt Street.
- Delaware Street from 23rd Street to Humboldt Street.
- Traffic signal at 23rd Street and Illinois Street.
- Low Pressure Water System within Phase 1 public streets with points of connection to existing pipelines in 23rd Street at Maryland Street, and 23rd Street at Delaware Street.
- Low Pressure Water System second point of connection will be provided by an interim connection through Humboldt Street and/or Georgia Street connecting to the existing pipeline in either Illinois Street or 22nd Street, respectively. The selected corridor for this interim connection is subject to coordination with PG&E and review by the City.
- An access road capable of supporting active utility access and emergency vehicles will be provided along the interim low-pressure water line to Illinois Street or 22nd Street providing a second point of emergency access to Phase 1.
- Non-Potable Water System within Phase 1 public streets with potential Local District or Centralized Wastewater Treatment Plant on Block 8 supplying non-potable water to the system.
- AWSS connecting to existing pipeline at 3rd Street and 23rd Street intersection, extending in 23rd Street to Maryland Street and within Maryland Street from 23rd Street to Humboldt Street.
- Separated sanitary sewer system within Phase 1 public streets including the sanitary sewer pump station located near Delaware Street.
- Separated storm drain system within Phase 1 public streets including stormwater management controls and a stormwater outfall to the Bay.

Phase 1 *(Continued)*

- Dry Utility System within Phase 1 public streets.
- Power Station Park between Maryland Street and Delaware Street.
- Waterfront Park except for the area between Block 4 and Bay Trail.
- Grading within each Phase 1 Development Parcel for below grade parking, if necessary, and final building and / or open space elevations.

Phase 2

- Humboldt Street from Louisiana Street to Maryland Street.
- Low Pressure Water System within Humboldt Street.
- Non-Potable Water System within Humboldt Street with potential Local District Wastewater Treatment Plant on Block 7 supplying non-potable water to the Non-Potable Water system.
- Separated sanitary sewer system within Humboldt Street.
- Separated storm drain system within Humboldt Street including stormwater management controls.
- Dry Utility System within Humboldt Street.
- Power Station Park West between Maryland Street and Louisiana Paseo.
- Grading within each Development Parcel for below grade parking, if necessary, and final building and / or open space elevations.

Phase 3

- Maryland Street from Humboldt Street to Craig Lane.
- Delaware Street from Humboldt Street to Craig Lane.
- Craig Lane from Maryland Street to Delaware Street.
- Low Pressure Water System within Maryland Street.
- AWSS within Maryland Street.
- Separated sanitary sewer system within Maryland Street.
- Separated storm drain system within Maryland Street including stormwater management controls.
- Dry Utility System within Maryland Street.
- Waterfront Park, between Block 4 and the Bay.
- Grading within each Development Parcel for below grade parking, if necessary, and final building and / or open space elevations.

Phase 4

- Georgia Lane from 23rd Street to Humboldt Street.
- Humboldt Street from Louisiana Street to Georgia Street
- Low Pressure Water System within Phase 4 public streets.

Phase 4 *(Continued)*

- Non-Potable Water System within Phase 4 public streets with potential Local District Wastewater Treatment Plant on Block 5 supplying non-potable water to the Non-Potable Water system.
- Combined Sewer System within Georgia Lane.
- Stormwater management controls within Phase 4 public streets. Dry Utility System within Phase 4 public streets.
- Louisiana Paseo
- Grading within each Development Parcel for below grade parking, if necessary, and final building and / or open space elevations.

Phase 5

- Louisiana Street from Humboldt Street to Craig Lane.
- Craig Lane from Maryland Street to Georgia Street.
- Georgia Street from Humboldt Street to 22nd Street.
- Low Pressure Water System within Phase 5 public streets with permanent point of connections to the existing pipelines in 22nd Street.
- Combined Sewer System within Phase 5 public street.
- Stormwater management controls within Phase 5 public streets.
- Dry Utility System within Phase 5 public streets.
- Potential Local District Wastewater Treatment Plants on Block 1 supplying non-potable water to the Non-Potable Water system.
- Grading within each Development Parcel for below grade parking, if necessary, and final building and / or open space elevations.

Phase 6

- Humboldt Street from Georgia Street to Illinois Street.
- Traffic signal at Humboldt Street and Illinois Street.
- Low Pressure Water System within Phase 6 public streets with permanent point of connections to the existing pipelines in Illinois Street.
- Non-Potable Water System within Phase 6 public streets with potential Local District Wastewater Treatment Plant on Block 13 supplying non-potable water to the system.
- Combined Sewer System within Phase 6 public street.
- Stormwater management controls within Phase 6 public streets.
- Dry Utility System within Phase 6 public streets.
- Illinois Plaza
- Grading within each Development Parcel for below grade parking and final building and / or open space elevations.

1.11 Acceptance of Phased Infrastructure

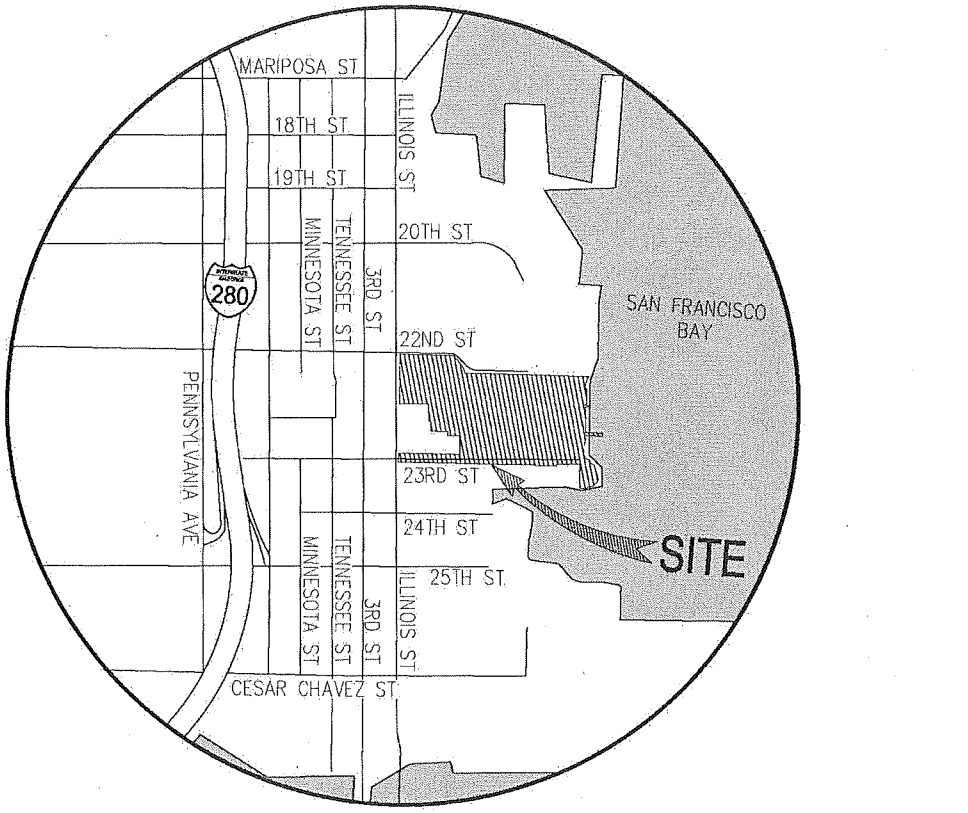
Any acceptance of street and other infrastructure improvements will occur according to the San Francisco Subdivision Code and San Francisco Subdivision Regulations, unless otherwise approved as an exception by the City. The City shall accept full, complete, and functional streets and infrastructure as designed in conformance with the Subdivision Regulations and utility standards, and constructed in accordance with the project plans and specifications, subject to any design modifications or exceptions that may be authorized by the Public Works Director with consent of affected City department, as detailed under the San Francisco Subdivision Code and regulations.

Utilities and other infrastructure improvements to be offered by the Developer for City acceptance cannot rely on utilities constructed to a temporary standard. Any offer of utilities that rely on utilities constructed to a non-permanent standard will require authorization by the Public Works Director with the consent of the affected City department. This is anticipated for the Low-Pressure Water System point of connection through the PG&E Sub-Area with Phase 1. This is necessary to provide a reliable potable and fire water system for the first phase and until a permanent connection is made in later phases.

With the consent of the City, select portions of Phased Infrastructure to be offered by the Developer for City acceptance may rely upon existing infrastructure that is required to be replaced in a subsequent Phase provided the existing infrastructure adequately serves the present Phase demands and subject to written approval of applicable City department(s), consistent with San Francisco Subdivision Regulations. Upon any replacement of existing infrastructure beyond the current phase limits, the newly accepted infrastructure will require monitoring and re-inspection at the Developer's expense, as described in Section 4.3, Phases of Demolition and Abatement.
Phased Infrastructure may include improvements within the Project, but outside of the current Phase boundary and within a subsequent Phase area. The City will not accept the Phased Infrastructure that is constructed outside of the phase boundary until that subsequent phase of infrastructure is completed.

1.12 Operation and Maintenance

Under formal acceptance of public infrastructure installed by the Developer, the City will be responsible for maintenance of the infrastructure installed by the Developer, except as otherwise agreed to in writing by the Developer and the City. A maintenance agreement, as required by the Public Improvement Agreement (PIA), will be prepared in conjunction with the first phase of Improvement Plans and may be subject to a Major Encroachment Permit ("MEP").



0 NTS

Figure 1.0 Site Location

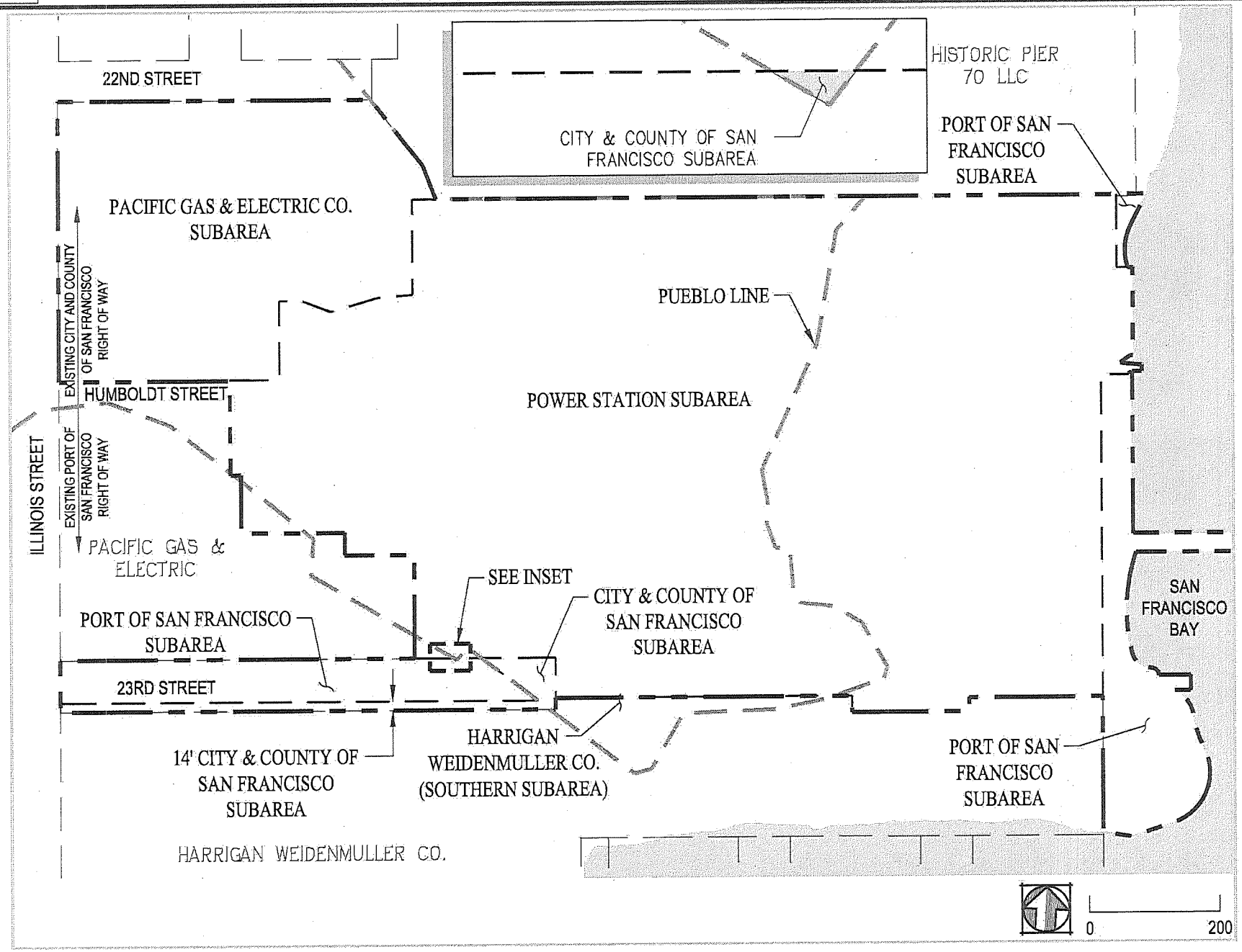


Figure 1.1 Project Areas

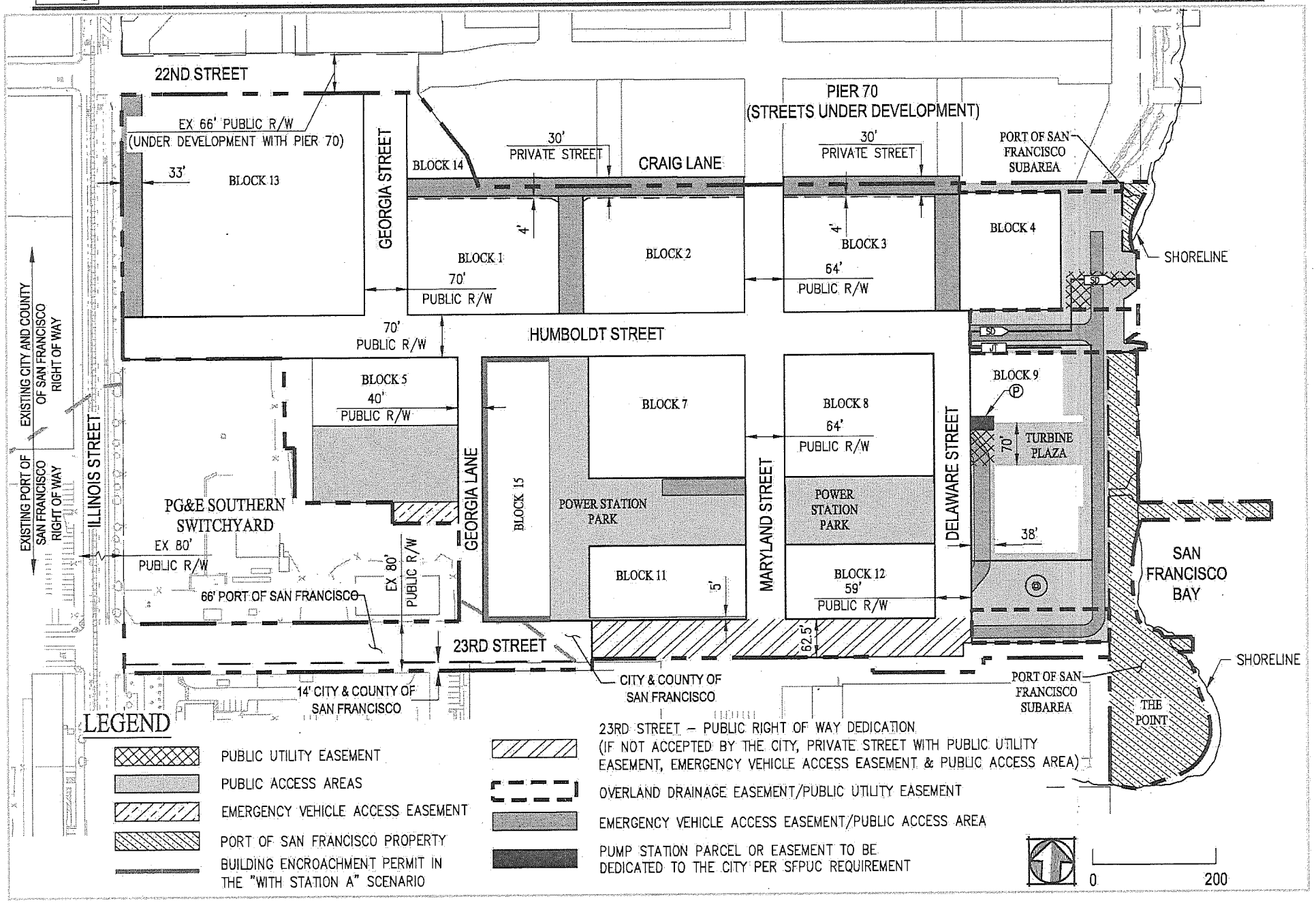


Figure 1.2 Property Dedications and Easements

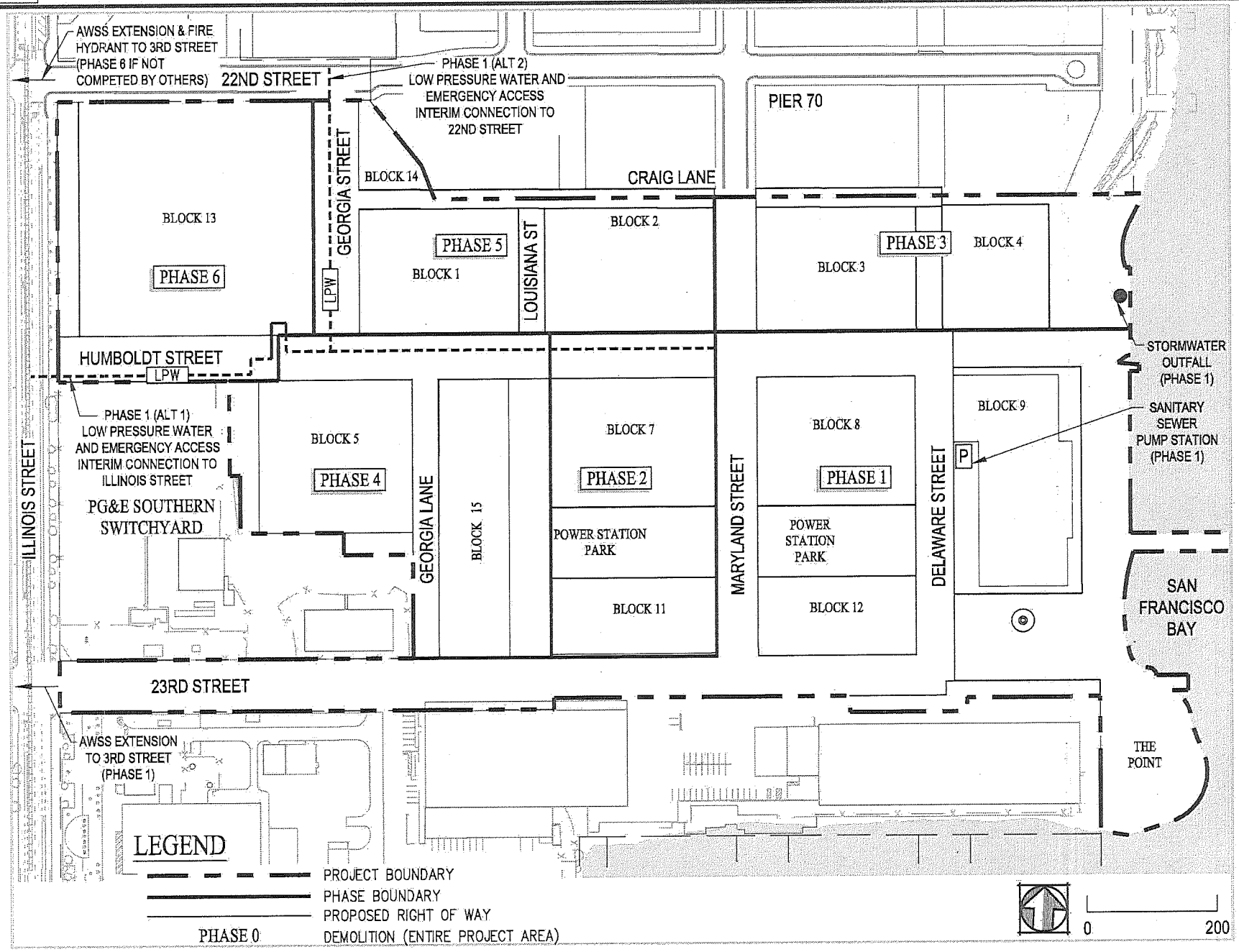


Figure 1.3 Project Phasing

2 SUSTAINABILITY

2.1 Sustainable and Resilient Infrastructure

The Project will include a variety of sustainable and resilient design elements integrated into the infrastructure design. The infrastructure systems will be designed to support Site and Bay ecosystems, promoting the return of biodiversity to the Project Area. A summary of the key sustainable infrastructure design strategies are as follows:

Section 3 – Environmental Management

- Environmental remediation to satisfy all applicable statutory and regulatory requirements for the proposed land uses.

Section 4 – Site Demolition

- Demolition and abatement of identified unusable structures.
- Reuse of select historic structures to current seismic, structural, and code requirements.
- Demolition or abandonment of sub-standard utility infrastructure. To the extent feasible the un-used existing utilities within future public rights-of-way will be removed.
- Recycle materials on-site where feasible.
- Target minimum of 65% diversion from landfill of construction and demolition debris that is not contaminated.

Section 5 – Sea Level Rise and Adaptive Management Strategy

- Streets and open spaces designed to provide built-in resilience for long term protection against a 100-year storm surge plus sea level rise up to 6.9 feet. Buildings will also have an additional 1-foot of freeboard in accordance with the San Francisco Floodplain Management Ordinance.
- Financing mechanism established to fund continuing monitoring and future improvements at the Project site to adapt to amounts of sea level rise beyond 6.9 feet.
- See Section 5 for discussion of the Project's sea level rise protection strategy.

Section 6 – Geotechnical Conditions

- Geotechnical improvements to improve seismic and shoreline stability.

Section 7 – Site Grading and Drainage

- Grading and drainage designs to provide built-in long-term protection and future adaptability to address sea level rise.
- Erosion and sedimentation control measures during construction will be implemented consistent with an approved Storm Water Pollution Prevention Plan for the site during grading and construction to protect and control run-off to the Bay.

Section 8 – Street and Transportation

- New infrastructure and facilities to improve circulation and safely support all transportation modes such as walking, bicycles, buses, and shuttles to regional transit hubs.
- Establish an accessible neighborhood that prioritizes walking, biking and transit.
- New public bicycle and pedestrian paths to provide connection to open spaces to support safety of bicycles and pedestrians.
- Selection of Street Trees that support Site and Bay ecosystems.

Section 9 – Open Space and Parks

- New parks and recreational facilities that will complement the existing neighborhood and citywide open space network.
- Selection of plants and trees that support Site and Bay ecosystems and habitats.

Section 11 – Low Pressure Water System

- New reliable potable water system.
- Use of water conservation fixtures and non-potable water use to reduce potable water demands.

Section 12 – Non-Potable Water System

- Use of graywater, and potentially blackwater and rainwater, to meet non-potable water demands including irrigation, flushing and cooling towers.
- Wastewater collection and treatment plants, either multiple local district plants or one centralized plant, will treat wastewater generated within certain development blocks to comply with Article 12C of the San Francisco Health Code and deliver to Development Parcels through a new private non-potable water distribution system located either within the public right-of-way or through privately-owned parcels. (Note that an

encroachment permit from the Department of Public Works would be required under this option and an exception from the Recycled Water Use Ordinance); or

Section 12 – Non-Potable Water System *(Continued)*

- In the event the City constructs a regional recycled water treatment facility that provides recycled water to the Project Site and surrounding areas, the proposed project may elect to connect to this system, delivering recycled water to Development Parcels through a new public recycled water distribution system within the public right-of-way. In this case, the project would not construct separate wastewater diversion, treatment and reuse systems on private parcels.
- Potential Shared District Thermal Energy Plants to recover waste heat and utilize it for heating and cooling to further reduce the Project energy demand and water demand for mechanical uses.

Section 13 – Auxiliary Water Supply System ("AWSS")

- New AWSS to improve reliability of fire suppression systems and enhance resiliency during a seismic event.

Section 14 – Separated Sanitary Sewer System

- New low flow fixtures minimizing the Project demand to the existing sanitary sewer system.
- Complete replacement of aged existing collection system of private sanitary sewer pipelines, thereby avoiding exfiltration of sanitary sewer flows to ground water.
- Site grading design to provide physical protection and delineations between the combined sewer and separated storm drain areas, and to provide additional protection from potential overflows from the combined sewer system to the Bay.

Section 15 – Storm Drain System

- New storm drain collection system designed for long term protection from flooding and adaptability for sea level rise.
- Separated storm drain pipelines will be designed to convey the stormwater flows from a 5-year / 3-hour design storm with appropriate freeboard, and the public streets will be designed to convey the stormwater flows from a 100-year / 3-hour design storm below the top of curb elevation, using a starting tail water of the FEMA Base Flood Elevation plus 24 inches of sea level rise.

Section 16 – Stormwater Management

- Eliminate the industrial discharges to Bay from the historic existing uses within the Site.
- Stormwater management controls within the western watershed included in buildings, street designs and open spaces to reduce runoff rate and volume impacting the City Combined Sewer System and without increasing system overflows.
- Stormwater management controls within the eastern watershed included in street designs, buildings and open spaces to provide water quality treatment and trash capture prior to discharge to the Bay.
- Building rooftops to include Living Roofs in accordance with the Better Roofs Ordinance.
- Selection of plantings within green infrastructure that support Site and Bay ecosystem.

Section 17 – Dry Utilities Systems

- Replace overhead electrical distribution with an underground joint trench distribution system.
- New power, gas and communication systems to serve the Project.
- Installation of photovoltaics on building rooftops in accordance with the Better Roofs Ordinance for renewable generation, of type and quantity as approved by the power provider.
- Use of energy efficient fixtures and equipment to reduce energy demands, including potential private shared thermal energy plants to recover waste heat and utilize it for heating and cooling to further reduce Project energy demand.
- The project sponsor and/or future vertical developers may elect to eliminate the use of natural gas for space heating and domestic water use, which would reduce operational greenhouse ("GHG") emissions and limit on-site combustion.

3 REMEDIATION SUMMARY

3.1 General Site Characterization

The Potrero Power Plant had been in operation producing manufactured gas and electricity for over 100 years. The last operating unit at the Potrero Power Plant ("Site") was closed in 2011. Over the course of its operational history, various hazardous substances were released into the subsurface soil and groundwater beneath the Site. Since 1991, PG&E, the former owner, has been conducting environmental site investigations ("SI") and remediation of hazardous materials in the soil, soil vapor and groundwater under the oversight of San Francisco Bay Regional Water Quality Control Board (Water Board) and San Francisco Department of Public Health ("SFDPH").

The data collected from the SIs was evaluated with respect to applicable regulatory standards and risk-based site-specific cleanup levels to identify Constituents of Concern ("COC"). SIs and Human Health Risk Assessments ("HHRA") have evaluated the potential adverse health effects that may be associated with cumulative exposure to Site COCs. The primary COCs detected in the soil, soil vapor and groundwater include metals, total petroleum hydrocarbons ("TPH"), polycyclic aromatic hydrocarbons ("PAH"), volatile organic hydrocarbons ("VOC"), polychlorinated biphenols ("PCB") and naturally occurring asbestos ("NOA"). Reports documenting the results of previous SIs and HHRAs have been submitted to the Water Board and are available for review on their GeoTracker website (http://geotracker.waterboards.ca.gov).

3.2 Regulatory Framework and Management Approach

PG&E has delineated the Site into five operational areas for purposes of the environmental work. These include the Station A area, Unit 3 area, Northeast area, Tank Farm area, and the Offshore area. See Figure 3.1 depicting the general location of these operational areas. PG&E evaluated several options to remediate the Site to support future commercial and industrial land uses.

The Station A area was the first area to be completely investigated, risks evaluated, and a remedy put into place. The approved Station A remedy consists of the following:

- Durable Covers (defined as hardscape such as asphalt, concrete, non-moveable pavers, or a minimum of four feet of clean soil) over existing soil that meet the remedial action objective of preventing human exposure to constituents of concern in the soil beneath the Site.

- Long-term maintenance and monitoring of durable covers to ensure that covers continue to function as designed; and
- Institutional controls to minimize the potential to impact human health and the environment after installation of durable cover.

In June 2016 PG&E prepared a Risk Management Plan ("RMP") for the Station A area that provides a framework for managing residual COCs in soil in a manner that protects site users under current and future commercial and industrial land use. Land use restrictions are presented in the Covenant to Restrict Use of Property Agreement (Appendix B of the RMP).

Investigations and risk evaluations in the Unit 3 area, Northeast area, and Offshore area have been completed and are ongoing in the Tank Farm area. The remedy that is proposed for the Unit 3 area will be the same as for Station A. The remedy for the Northeast area includes in-situ soil stabilization as well as durable covers, long term monitoring and maintenance, and institutional controls similar to Station A. The remedy for the offshore area includes limited sediment dredging and monitored natural attenuation. PG&E plans for all remediation work to be completed at the Site by the year 2023.

3.3 Requirements for Future Ground-Disturbing Work

The San Francisco Health Code and the RMP require that ground-disturbing activities at the Site comply with Article 22A of the Health Code, commonly known as the Maher Ordinance. Any future construction work that involves ground disturbing activities involving more than 50 cubic yards or 1,250 square feet of soil is subject to both the Maher Ordinance and the RMP, including the Project's infrastructure obligations. The RMP describes risk management measures that include notifying the Port, Water Board, and SFDPH of planned ground-disturbing activities; controlling Site access; managing soil including stockpile management, offsite disposal, and dust control; managing storm water runoff; controlling contact with groundwater; and reestablishing the durable cover following completion of ground-disturbing activities. The RMP also outlines procedures for addressing unexpected subsurface conditions encountered during development.

3.4 Utility Corridors

The proposed utility systems will be placed in utility corridors that are comprised of the required clean backfill materials of each utility installation trench. The conditions will be such that construction and maintenance worker safety will be within the acceptable limits although certain safety precautions will be necessary in certain areas (i.e. dust masks, dust control, etc.). Soil excavated from the utility corridors for future maintenance will need to be handled in accordance with the RMP protocol.

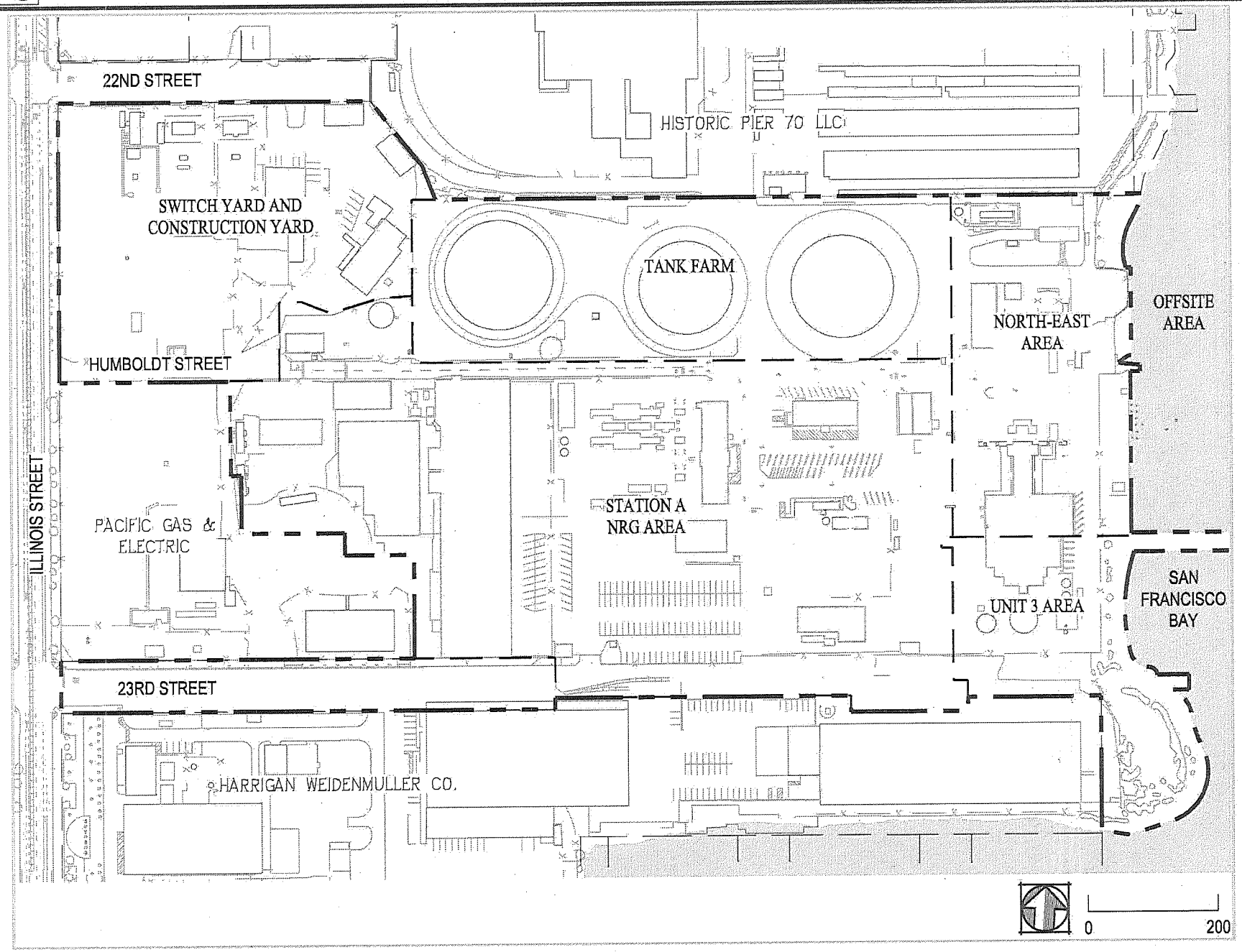


Figure 3.1 Environmental Remediation Operational Areas

4 SITE DEMOLITION

4.1 Scope of Demolition

The Developer's infrastructure responsibilities include the abatement and demolition of non-retained existing buildings and infrastructure features within the Project site. The proposed Project will demolish about 20 existing structures on the Project site, including two individually significant historic buildings in the Power Station sub-area, the Meter House, and the Compressor House – which have been identified as eligible for the California Register. The Gate House, which is a contributor to the Third Street Industrial District but not individually significant, will also be demolished as part of the proposed Project. Station A, which is also an individually significant building, may be preserved and repurposed into an office building as part of the Project. As permitted in the Design for Development (D4D) document, the new additions to the building are permitted to reach an average height of 145-feet. The building may reach a taller height, provided that appropriate sculpting compliant with controls contained in the D4D occurs.

The Unit 3 Power Block ("Unit 3") and the Stack have also been identified as contributors to the Third Street Industrial District, although are not individual resources. Unit 3 may be repurposes and converted into a hotel which will involve the removal of obsolete mechanical equipment, including the boiler. The repurposed structure will not exceed the existing height of the 143-foot concrete elevator shaft, although two additional floors will be added, creating a 10-story building. In some areas, the building envelope will increase to create a floor plate suitable for a hotel. However, under the proposed flexible land use program, a residential land use or new hotel could be developed on Block 9 instead of a hotel in the repurposed structure, in which case, Unit 3 would be demolished. In either case, the Stack will be retained and potentially repurposed as a ground floor retail space occupying approximately 1,000 square feet. If repurposed, proposed improvements to the Stack include perforations for a secondary means of egress and interior enclosures to provide a roof and any necessary structural support. Seismic retrofit or other improvements the Stack may obstruct the hollow flue. Proposed alterations of the two buildings could affect their eligibility for the California Register. See Figure 4.1 depicting the locations of Unit 3 and the Stack.

Additionally, the following existing underground utilities will also be retained as depicted on Figure 4.2.

- 23rd Street
  - Underground high voltage facilities
  - Transmission and distribution pipelines
  - Combined sewer facilities (Note this pipeline was replaced in 2019 through the City's routine pipeline replacement project. This new pipeline will be retained.)

- Humboldt Street (Western Portion)
  - Natural gas transmission line
- Illinois Street Frontage (West Edge of Block 13)
  - Natural gas transmission line
  - Underground high voltage facilities

Demolition will include the abatement (if necessary), deconstruction, removal, and disposal or reuse of existing buildings, hardscape, landscape, utilities, and temporary building structures and utilities. In specific cases, underground utilities may be abandoned in place rather than demolished, subject to City approval. The Developer will transport demolition debris off-site by a registered transporter for delivery to a registered facility that processes debris for recycling, in accordance with City regulations. Where possible, inert materials such as concrete or brick will be processed and reused onsite as fill, aggregate, or landscaping. Reuse of site demolition materials will be limited by potential contamination that would require material to be disposed of off-site.

4.2 Existing Infrastructure Demolition or Abandonment

With the exception of the Stack, feasibility for retaining other structures, such as Unit 3 and Station A, is still being determined. Unit 3 is being studied for feasibility for retention and adaptive reuse as a hotel, residential building or combination of the two uses. Station A is being studied for feasibility for retention and adaptive reuse as an office building. Prior to demolition, the buildings will be surveyed for regulated building materials and abated as necessary. Demolition debris from buildings on-site will be recycled to the greatest extent feasible at a registered off-site disposal / recycling facility, targeting a 65% diversion rate of material that is not contaminated.

Inert demolition materials such as asphalt concrete paving, concrete pads, foundations, and bricks, etc., will be demolished and recycled off-site. Reuse of recycled demolition materials as fill, aggregate, or decorative landscaping will be retained as an option, but current plans indicate that demolition materials will be recycled off-site. As part of the vegetation grubbing and clearing operation, the few trees and other plant materials located near the center of the Site will be removed and recycled as green waste.

The existing utility demolition or abandonment scope includes water, separated storm drain, combined sewer, separated sanitary sewer, gas, electric, and other utility infrastructure above and below ground. With the exception of the high voltage, natural gas, and combined sewer lines beneath 23rd Street and the natural gas transmission line along Humboldt Street and the west end of Block 13, which are to be retained, existing utility infrastructure will be abandoned in place or removed and disposed of at an authorized facility. Temporary utilities will be constructed prior to

demolition of several active utilities to maintain service to adjacent properties prior to construction of new utility infrastructure.

Temporary facilities required during abatement and demolition activities, such as temporary utility corridors and equipment and materials laydown areas will be removed from the Site as necessary prior to initiation of construction activities.

4.3 Phases of Demolition and Abatement

Demolition and abatement activities will occur within phases, particularly Phase 0 as shown in the Project Phasing Plan. All abatement and demolition of existing structures will be completed at the start of the Project, with the exception of the PG&E Sub-Area lands and potentially the Tank Farm area (subject to PG&E's schedule for remediation work in that area. While demolition of the large Phase 0 area will be performed at the outset of the Project, it will be phased in a manner that maintains access ways to adjacent properties, and utility connections necessary for other ongoing site activities. In addition, the Developer will be responsible for monitoring temporary, new, and existing utilities to ensure operation during pre- and post-demolition construction activities. This will include inspection of existing utilities to confirm new construction has not caused damage to existing utilities adjacent to demolition activities.

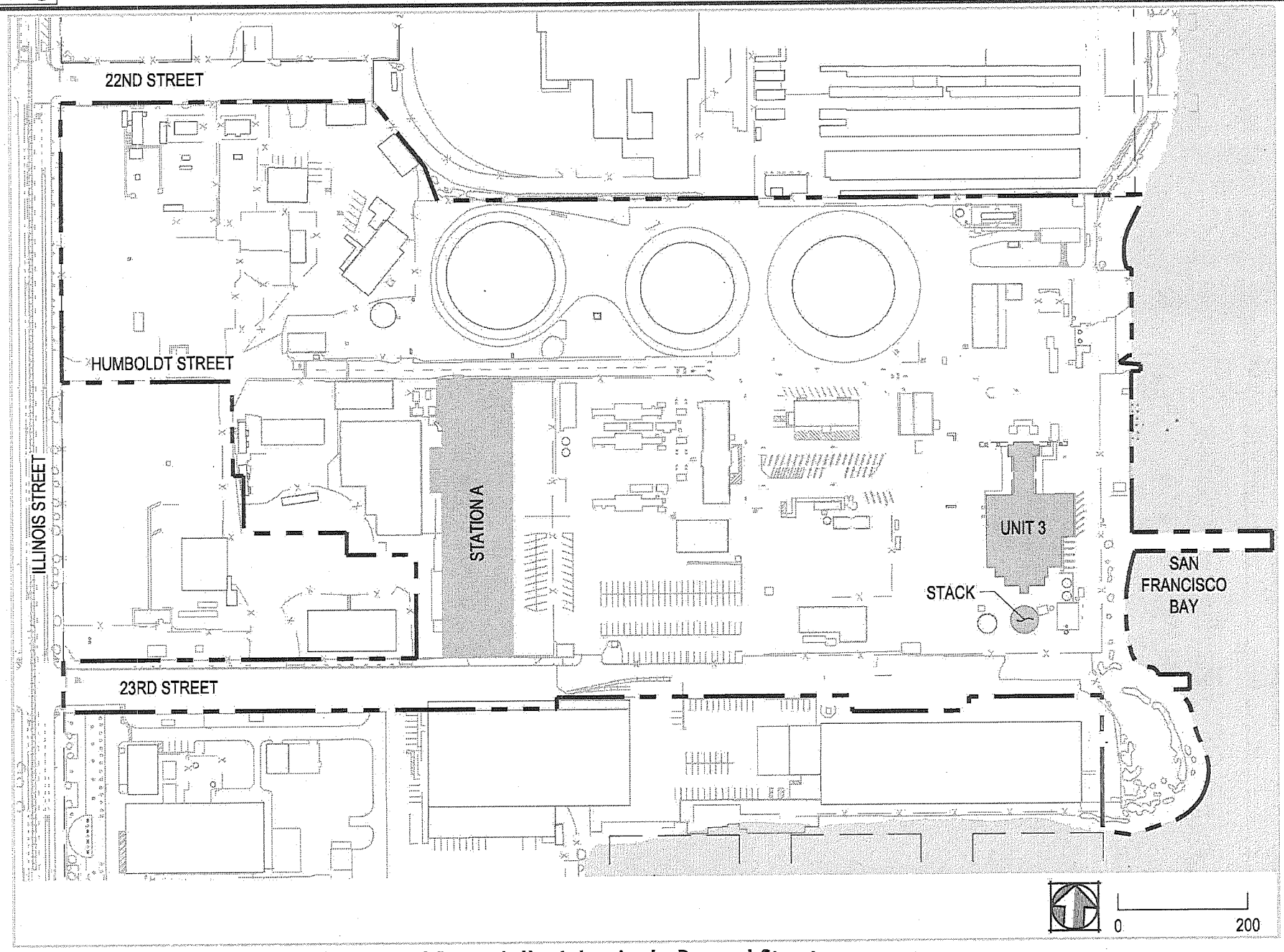


Figure 4.1 Location of Adaptively and Potentially Adaptively Reused Structures

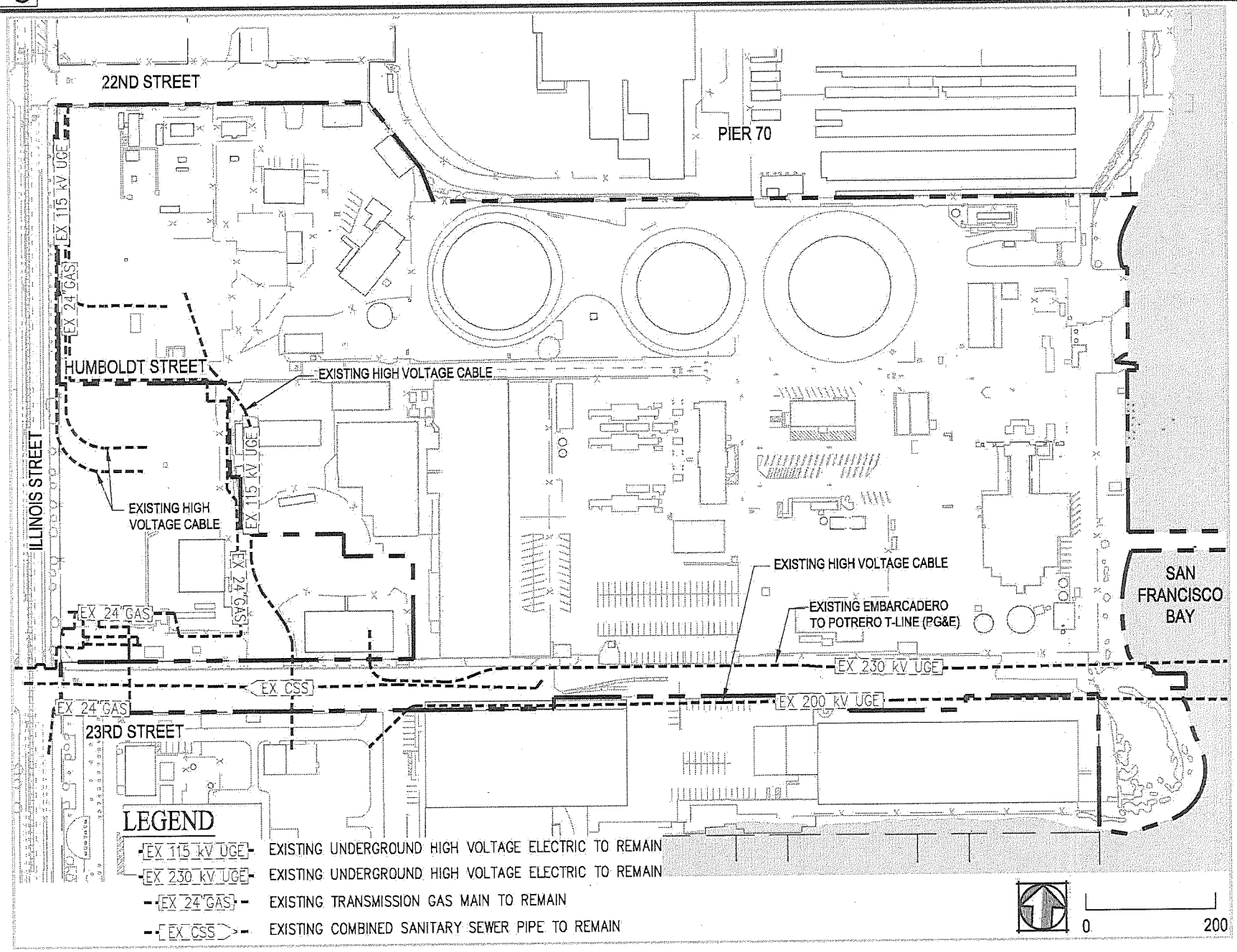


Figure 4.2 Existing Infrastructure to Remain

5 SEA LEVEL RISE AND ADAPTIVE MANAGEMENT STRATEGY

5.1 Sea Level Rise Design Parameters and Risk Assessment

The existing waterfront areas within the Project are vulnerable to coastal flooding as the sea levels rise over time. Accordingly, the Project will be constructed to provide protection from future sea level rise ("SLR").

The Project has conservatively selected to provide built-in protection from the current high-end estimate of sea level rise at the end of the century. The Project has been planned based on estimated sea level rise from the best available science on sea level rise projection rates. This includes the June 2012 National Academy of Sciences ("NAS") Sea-Level Rise for the Coasts of California, Oregon and Washington. Additionally, in March 2018, the California Ocean Protection Council published an update to its sea level rise guidance. The updated report provides the scientific foundation for a decision-making process to select which sea level rise projection is appropriate for a specific project. This approach considers many factors, including project location, lifespan of the project, degree of sea level rise exposure, risk tolerance and adaptive capacity of the project. The updated guidance provides sea level rise projected values for low risk aversion, medium-high risk aversion, and extreme risk aversion. The Council's updated report estimates the likely range of sea level rise at 2100 for low risk aversion sites to be 2.4-3.4 feet, medium-high risk aversion to be 5.7-6.9 feet and extreme risk aversion to be 10.2 feet. The areas within the project site that would be inundated, if left unprotected, at the sea level rise projected at 2070 and 2100 for medium-high risk aversion and high emissions scenarios are depicted on the enclosed Figure 5.1.

The Potrero Power Station project is considered as a medium-high risk aversion site as it is a coastal development with adaptive capacity. The Project has also determined to utilize the high emissions scenarios for planning of sea level rise protection measures. The Project is designed to be elevated to provide resiliency and protection from future sea level rise of 6.9 feet above the 100-year storm surge. The project also includes considerations for planned adaptive capacity strategies.

5.2 Sea Level Rise – Built-In Protection

The Project has been planned to provide long term protection to the public access areas and future building uses. The proposed shoreline and land side improvements are planned to be constructed at a minimum elevation of 17.5 ("SFVD13"). This provides built-in protection from the projected sea levels at 2100 for a medium-high risk aversion at the high emissions scenario of 6.9 feet above the current 100-year storm surge elevations. This also provides built-in protection from 9.9 feet of sea level rise above current King Tide. Additionally, this minimum elevation provides protection

from over 5 feet of future sea level rise above the 100-year Base Flood Elevation (BFE) coastal flood elevation, which is the estimated sea level rise projected to occur between 2080 and 2090 for a medium-high risk aversion site with the high emissions scenario. The current 100-year coastal BFE is 11-12 feet ("SFVD13") along the Project shoreline. See Section 7 for discussion of the BFEs at the Project. The minimum elevation of the proposed street and open spaces areas is 17.5 (BFE plus 5 feet) and the minimum elevation of the building ground floors is 18.5 (BFE plus 5 feet plus 1-foot freeboard).

The Stack is proposed to be preserved and Unit 3 may be preserved; both waterfront structures may potentially be adaptively reused. These existing structures and immediate surrounding areas will remain at the existing building elevation finish floor elevation of approximately 14 ("SFVD13"). These areas will be protected by the elevated shoreline improvements along with additional flood protection improvements. The improvements will include a local pump station and backflow protection integrated to the separated storm drain collection system for these areas. The pump station will ensure stormwater will be discharged from these areas to the Project stormwater outfall. The backflow prevention device will prevent backwater from extreme tidal elevations of the Bay entering the separated storm drain system and inundating these lower elevations. This localized stormwater pump and related facilities will be privately owned and maintained, not dedicated to the City. See Figure 5.2 demonstrating there are no areas of inundation within the Project at proposed conditions and 5 feet of sea level rise.

5.3 SLR Adaptive Management Plan

As there still remains variability of sea level rise projections within the scientific community, additional adaptive management measures will be integrated into the Project framework and infrastructure through an SLR Adaptive Management Plan, as described below. These measures will provide a proactive approach to planning, monitoring and implementing future adaptations to the Project to ensure resiliency from extreme sea level rise.

The Project will prepare a SLR Adaptive Management Plan that establishes a monitoring program to review SLR estimates prepared for San Francisco Bay by the National Oceanic Atmosphere Administration ("NOAA") and other State Agencies. The monitoring program will require periodic review of updated SLR guidance from Local, State and Federal regulatory agencies. The SLR Adaptive Management Plan will be prepared by and managed by the Shoreline Adaptation Community Facilities District ("SACFD"). The SACFD will also provide a funding mechanism to implement necessary future adaptive measures. The SACFD will be coordinated with City programs addressing SLR.

5.3.1 Adaptive Management Measures for Future SLR

The adaptive measures will include the following:

- Shoreline perimeter designs that provide the ability to be adapted if future sea level rise exceeds the built-in protection. This may include capacity to increase elevations along the shoreline through construction of small berms, low floodwalls or other similar measures without requiring fill within the Bay.
- Separated storm drain system designs that provide the ability to be adapted in the future if nuisance or hazard flooding becomes more frequent. This may include integrating a sea level rise pump station or other similar measures.
- The lower deck of the recreational dock is currently set at an elevation of 11.5 feet (SFVD13), which is 4 feet above King Tide. In order to accommodate SLR, the pile-supported lower deck will be designed to allow for construction of a higher deck on top of the lower deck in the future. The lower deck and piles are to be designed to carry additional weight of the future adapted higher deck and associated concrete frame.
- Create a monitoring program to periodically review SLR guidance from Local, State and Federal regulatory agencies.
- Create a reporting program to document monitoring of SLR and any recommended improvements to address increased sea levels causing nuisance and more frequent flooding.
- Create a funding mechanism for the monitoring / reporting program as well as shoreline and stormwater system adaptive improvements.

- Use of materials in areas of future inundation, such as "the Point", that will be supportive of future underwater habitat and/or address wave action.

5.3.2 Decision Making Framework

When the data from the monitoring program demonstrate that SLR in San Francisco Bay is expected to exceed the built-in protection, a range of additional improvements can be made to protect the Project from flooding. Planning, design, and review takes a significant amount of time, thus work will begin on improvements before those SLR effects are problematic. In coordination with the City, the SACFD will be responsible for determination of the improvements to be made at the time they are required, which will depend on a variety of factors, including, but not limited to:

- Consultation with the SFPUC and other local agencies;
- New Local, State or Federal requirements about how to address SLR;
- Available technology and industry best practices at the time; and
- Both the observed rate of actual SLR and available science with updated estimates of future SLR.

5.3.3 Sea Level Rise Monitoring and Implementation Report

The monitoring program will require periodic preparation of a report on the progress of the adaptive management strategy. SACFD will commission the report which will be prepared and submitted to the relevant City agencies for review and comment no less than every five years and more frequently if required by regulators. The report will include:

- The publication of the data collected and literature reviewed under the monitoring program;
- A review of changes in Local, State or Federal regulatory environment related to SLR, and a discussion of how the Project is complying with applicable new regulatory requirements;
- A discussion of the improvements recommended to be made if sea levels reach the anticipated thresholds identified in the Decision-Making Frameworks within the next 5-years; and
- A report of the fund collected for implementation of the adaptive management strategy, and a projection of funds anticipated to be available in the future.

5.3.4 Funding Mechanism

The SACFD will establish a funding mechanism, likely a project special tax, to create project-generated funding that will be dedicated to paying for monitoring and flood protection improvements necessary to implement the Adaptive Management Strategy for the Project. Funds will be overseen by the SACFD.

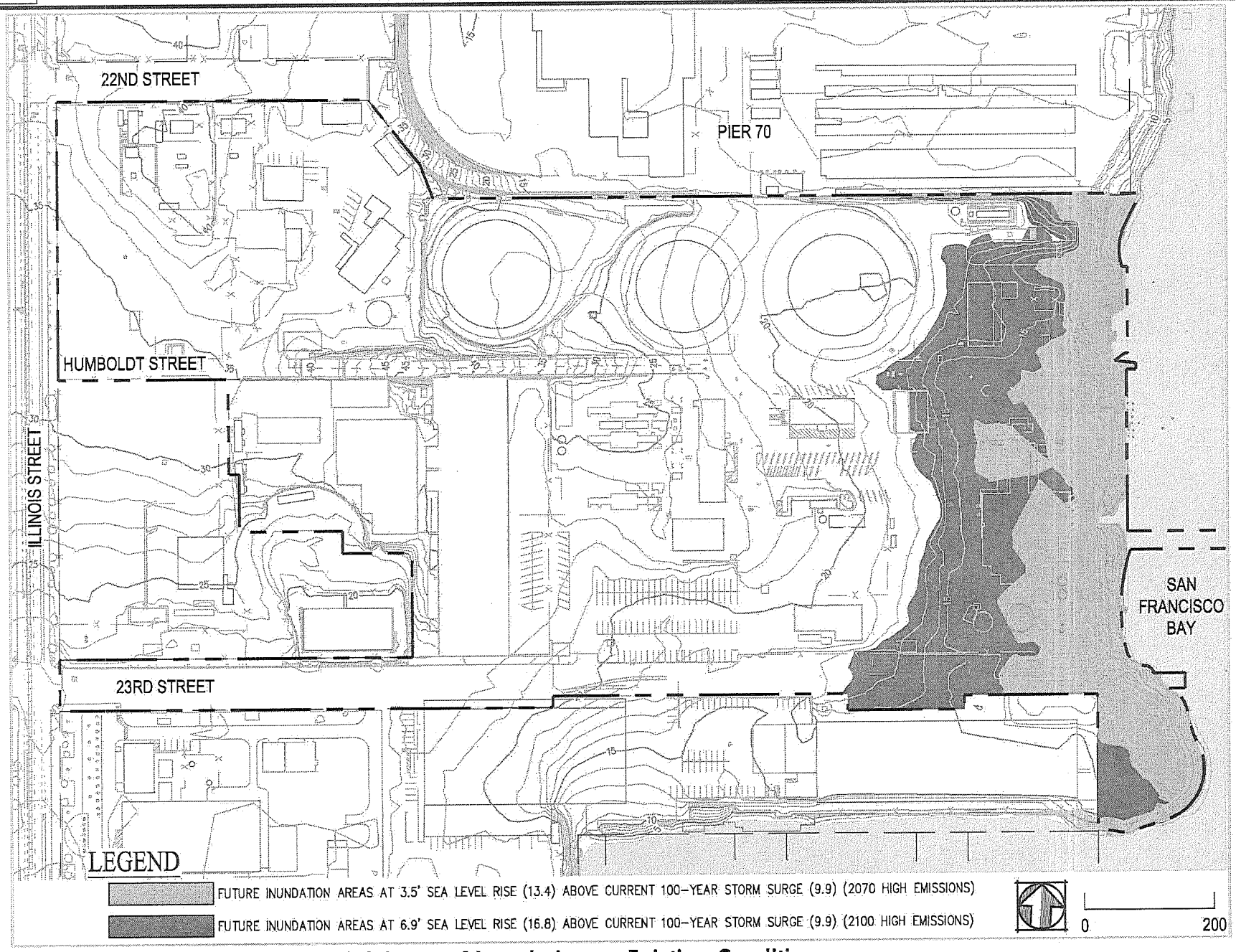


Figure 5.1 Sea Level Rise Potential Areas of Inundation — Existing Conditions

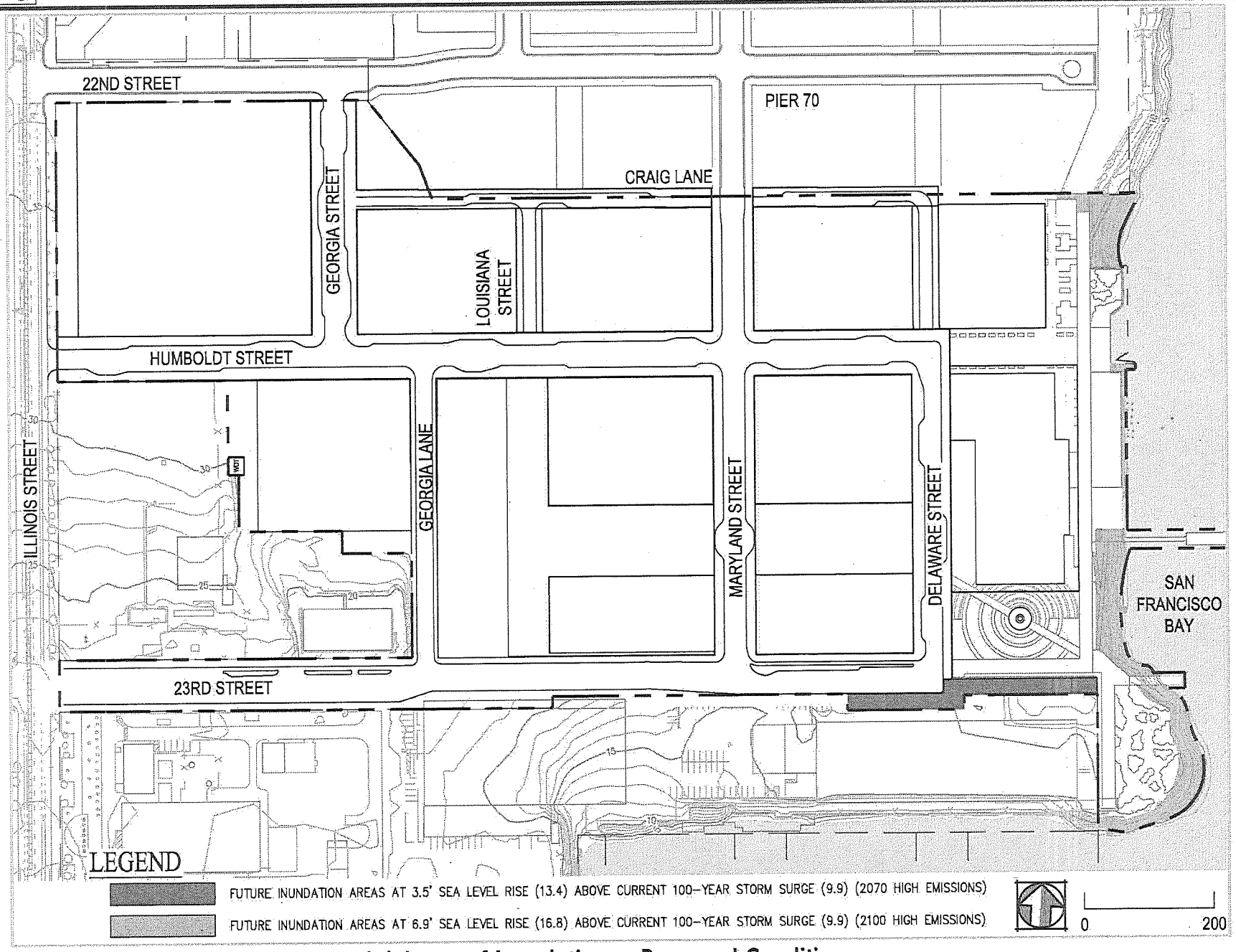


Figure 5.2 Sea Level Rise Potential Areas of Inundations - Proposed Conditions

6 GEOTECHNICAL CONDITIONS

6.1 Existing Site Geotechnical Conditions

Approximately, the eastern third of the Potrero Power Plant site is land formed by placing fill in the San Francisco Bay beyond the original shoreline. This portion of the site consequently has a significant thickness of existing fill that was placed at the site during the late 1800s and early 1900s, with the area east of the historic shoreline filled in the late 1800s and the area southwest of the historic shoreline filled in the early 1900s. Based on explorations, the fill thicknesses generally range from ten to 25 feet southwest of the historic shoreline and five to 52 feet east of the historic shoreline. Most of the fill appears to have been derived from cut into the western portions of the site where a previous hillside was lowered to construct buildings and other improvements. Review of previous explorations within the Switchyard and General Construction area show fill thicknesses ranging between one and six feet before encountering weathered Franciscan bedrock.

On the Bay side of the original shoreline, the fill is underlain by Young Bay Mud varying to depths of 30 to 77 feet within the most current explorations. Previous subsurface explorations indicate the presence of irregular Young Bay Mud thicknesses that were likely caused by rotational slumps / mudwaves that occurred due to rapid filling over the Young Bay Mud.

The approximate depth to bedrock at the site is mapped as varying between approximately 50 to 100 feet below existing grade along the eastern limits of the project. The bedrock comprises Jurassic-age Franciscan, with serpentinite mapped as the predominant rock type. Bedrock exposures can be found at the western portion of the project.

6.2 Existing Site Geotechnical Constraints

6.2.1 Liquefaction

Soil liquefaction results from loss of strength during cyclic loading, such as imposed by earthquakes. The soil most susceptible to liquefaction is clean, loose, saturated, uniformly graded fine sand below the groundwater table. Empirical evidence indicates that loose silty sand is also potentially liquefiable. When seismic ground shaking occurs, the soil is subjected to cyclic shear stresses that can cause excess hydrostatic pressures to develop. If excess hydrostatic pressures exceed the effective confining stress from the overlying soil, the sand may undergo deformation. If the sand undergoes virtually unlimited deformation without developing significant resistance, it is said to have liquefied, and if the sand consolidates or vents to the surface during and following liquefaction, ground settlement and surface deformation may occur. In some cases, settlements of approximately 2% to 3% of the thickness of the liquefiable layer have been measured.

Based on the results of the liquefaction analysis performed within the fill, it is estimated that site could experience up to 6 inches of liquefaction-induced settlement within the artificial fill material at the site. However, due to the variable thickness and composition of the fill, the differential could be rather large across the fill area.

6.2.2 Slope Stability

Due to the presence of liquefiable artificial fill over soft Young Bay Mud below the site, deformation of the shoreline could occur as a result of seismic loads consistent with the building code Maximum Considered Earthquake as well as lower levels of earth shaking. The deformation could take place as either lateral spreading due to the presence of a free face and loss of shear strength within the artificial fill following liquefaction and / or as a deeper shear failure within the Young Bay Mud.

Based on the results of the slope stability analysis, it is estimated that theoretical seismically induced permanent displacements could be on the order of 2 to 4 feet if geotechnical corrective measures are not taken.

6.2.3 Existing Fill and Soft / Compressible Soil

Review of the site history and previous explorations indicate the site is underlain by significant thicknesses of non-engineered fill and Young Bay Mud. Non-engineered fill and Young Bay Mud can undergo excessive vertical settlement, especially under new fill or building loads.

Because of the age of the fill, it was likely not engineered to the current standards for a site of this type. Further, it is anticipated that Young Bay Mud is normally consolidated due to historic filling activities at the site. Non-engineered fill and Young Bay Mud can undergo excessive settlement, especially under new fill or building loads.

6.3 Geotechnical Corrective Measures

6.3.1 Grading Considerations

The eastern portion of the proposed development will be elevated to provide built-in protection from potential future sea level rise.

Due to the project being underlain by Franciscan bedrock, this Project will be required to follow the rules and regulations outlined in the Asbestos Airborne Toxic Control Measure ("ATCM") for Construction, Grading, Quarrying and Surface Mining Operations established by the Bay Area Air Quality Management District ("BAAQMD") under California Code of Regulations, Title 17, Section 93015. The purpose of this regulation is to reduce public exposure to NOA from construction and mining activities that emit dust, which may contain naturally occurring asbestos (NOA). The ATCM requires regulated operations engaged in road construction and maintenance activities, construction and grading operations, and quarrying and surface mining operations in areas where NOA is likely to be found, to employ the best available dust mitigation measures in order to reduce and control dust emissions.

As part of compliance with the ATCM, an Asbestos Dust Mitigation Plan ("ADMP") should be prepared by a qualified representative for approval by the BAAQMD and for inclusion in the contract documents. Dust monitoring during ground disturbing activities may be required.

6.3.2 Soil Surcharging with Wick Drains

Where there are not conflicts with existing adjacent improvements or structures that will remain, surcharging with wick drains is likely the preferred method of mitigation of static settlement hazards, including differential settlement, from consolidation of compressible deposits. This mitigation method is appropriate for lightly loaded structures, structures with significant excavation depths, and areas that will have future grades raised (including designated utility corridors).

Wick drains are installed in soft/compressible soil to accelerate drainage during surcharge programs. The prefabricated drains create pathways for water to be pushed out of soft / compressible soils and are installed by attaching the drains to an anchor plate and pushing the anchor plate to specified depths. Due to the rocky nature of the fill, some predrilling of the wick drains may be necessary. A surcharge fill is then applied over the area of installed drains, and surface settlements and pore pressures within the soft / compressible material are monitored before additional soil surcharge is placed.

Mitigation against bearing failure as a result of rapid surcharging includes using staged surcharging so that the height of surcharge placed at one time is not high enough to cause ground failure, monitoring surface settlements, and pore pressures within the soft/compressible layer. Depending on the height of surcharge required, staged fill placement may be necessary.

6.3.3 Lightweight Fill

An alternative mitigation option for static settlement hazards, including differential settlement, from consolidation of compressible deposits at the site includes removal of existing fill and replacement with lightweight fill. This mitigation method may also be applied for lightly loaded structures, structures with significant excavation depths, and areas that will have future grades raised (including designated utility corridors).

The lightweight fill may be permeable or impermeable cellular concrete. Due to the voids in the permeable cellular concrete, buoyancy is not an issue, so the cellular concrete can be placed below future groundwater level without designing for uplift. The thickness of lightweight fill used should be determined based on two times the thickness of Young Bay Mud excavated but no less than a minimum thickness of 5 feet in locations where the Young Bay Mad is encountered. Neither permeable nor impermeable cellular concrete can be placed below water, so if the base of the cellular concrete must be below groundwater level, the excavation will need to be dewatered until some point after the material cures. The required minimum thickness will need to be determined depending on the documented unit weight of material as verified by the Geotechnical Engineer during construction.

Lightweight fill is not currently allowed within the public right-of-way per the Subdivision Regulations. However, lightweight fill is proposed within the 23rd Street public right-of-way to protect settlement of the existing high voltage lines. The use of lightweight fill must be approved by the DPW and SFPUC no later than the approval of the Master Tentative Map. The approval of use of lightweight fill in the public right-of-way may include necessary conditions and mitigations, including long term liability, maintenance and design oversight.

6.3.4 Deep Soil Mixing

Below-grade shoreline stabilization with a Deep Soil Mix ("DSM") buttress would address potential lateral spreading as well as potential seismic slope deformation; in our experience this approach is the most economically feasible alternative to achieve the desired performance though other methodologies capable of achieving appropriate performance will be evaluated at the design phase. DSM mixes soil, cement and water to create individual or overlapping columns of cement-treated soil with specified strengths and stiffness. A mixing rig with either single or multiple mixing augers is advanced to specified depths, and the cement and water are added during initial auger advancement, and also during auger withdrawal.

Current environmental mitigation at the site includes large-diameter DSM mixing that extends through the fill to encapsulate contaminants and make them immobile. The necessary depth for shoreline stabilization is significantly greater than the depth of the environmental DSM mixing, therefore the environmental DSM mixing will not assist in shoreline stabilization. While it is likely DSM can be performed through the environmental soil mixing, a large amount of spoils will likely be generated and bench testing by the environmental consultant may be necessary to determine on-site reusability.

6.3.5 Deep and Intermediate Foundations

To address liquefaction in a seismic event and static settlement hazards for moderately to heavily loaded structures, structures in the vicinity or outside of the historic 1851 shoreline will likely be founded on deep or intermediate foundation systems. Deep foundations will likely comprise steel pipe-piles driven to bedrock refusal, while intermediate foundations may comprise spread footings or a structural mat foundation in conjunction with improved soil. Deep foundations would utilize a refusal or driven length criteria. If a driven length criterion is chosen, a load testing program would typically be performed to confirm load capacities. Due to the nature of the rocky fill, some amount of predrilling may be necessary prior to driving piles.

Improved soil for intermediate foundations would likely utilize vibro-compaction or vibro-replacement methods. Vibro-compaction improves the soil in-situ by lowering a crane-mounted vibrator to specified depths. The vibrator densifies the surrounding soil in lifts, and clean sand backfill is added at the ground surface to compensate for the decrease in soil volume from the densification process.

Vibro-replacement uses similar equipment to vibro-compaction activities and comprises construction of dense stone columns. A vibrator is lowered to a specified depth, and aggregate is introduced through an annular space around the vibrator. The vibrator is raised as more aggregate is introduced, and the end result is a stone column surrounded by densified soil. Due to the nature of the rocky fill, some amount of predrilling may be necessary prior to vibro-replacement or vibro-compaction.

6.4 Phases of Geotechnical Corrective Measures

The geotechnical corrective measures will be completed in phases to facilitate the proposed development. It is anticipated that the majority of the geotechnical corrective measures will be completed in conjunction with the demolition and mass grading operations, Phase 0.

Any proposed geotechnical corrective measures within the public rights-of-ways will require review and approval from the Department of Public Works.

6.5 Schedule for Additional Geotechnical Studies

Supplemental geotechnical studies and reports will be prepared as required to support the proposed public improvements. In addition, geotechnical reports for private building parcels will be prepared and submitted as part of the building permit process.

7 SITE GRADING

7.1 Existing Site Conditions

The existing topography of the Project Site is primarily gently sloped downward from the west to the east, towards the waterfront. There is an existing high point in Humboldt Street along the north side of the Station A building. The areas west of this high point slope to the west, towards Illinois Street, whereas the remainder of the site slopes to the east, towards the Bay. The existing elevations within the Project Site range from 44.5 feet at the Humboldt Street high point to 9.5 feet along portions of the waterfront ("SFVD13 Datum"). There is an existing grade differential to the existing elevations of the adjacent Pier 70 site, up to approximately 12 feet, along the eastern half of the Project northern boundary. The existing elevations of 23rd Street range from 22.5 at a high point located near the PG&E Substation to 11.5 at the eastern extent of the private portion of the street.

The Project Site has almost no vegetation. There are no significant landscape elements or street trees, except the existing street trees on the east side of Illinois Street along the Project frontage. The site has effectively 100% impervious coverage. See Figure 7.1 depicting the existing site topography.

7.2 Proposed Project Grading Overview

The Developer will be responsible for the design and construction of the proposed site grading. The proposed site grading is depicted on Figure 7.2. The proposed site grading includes raising elevations along the waterfront to approximately elevation 17.5 ("SFVD13"), providing protection from over 5 feet of sea level rise plus the 100-Year BFE.

The proposed grading will maintain the existing drainage patterns. The site grading will be configured to provide a physical delineation with high point separating the portions of the Project within the combined sewer watershed (western) and the portions draining to the Bay (eastern). This provides protection from potential overflows from the combined sewer system discharging to the Bay.

Paths of overland release have been integrated to the site grading to ensure storm flows from an extreme storm (i.e. 100-year event) will flow overland and discharge without causing impacts to buildings.

The areas west of the Humboldt Street high point, located at directly east of the intersection with Georgia Street, will have overland release and drain towards Illinois Street. The small portions of Georgia Street, north of Craig Lane, and Block 14 will overland release towards 22nd Street and through Pier 70. The portion of 23rd Street west of Station A will overland release towards Illinois Street. The remainder of the site will overland release over the curbs and open spaces along the Project shoreline and Bay. Figures 7.3 and 7.4 depicts the proposed watersheds and paths of overland release within the Project.

The proposed site grading will establish minimum elevations along the shoreline of 17.5 and then increase in elevation as the Project extends to the west.

The proposed improvements within 23rd Street, specifically the eastern portions will be elevated to provide a minimum elevation of 17.5. The project will construct pavement conforms and retaining walls as necessary to address the grade differential between the proposed improvements and the existing elevations of the loading docks associated with the neighboring buildings on the south side of 23rd Street. A curb will be constructed along the south side of 23rd Street to collect stormwater from the street prior to the existing loading docks.

The high point of Humboldt Street will be lowered approximately eight feet and shifted westerly. This improves site accessibility along Humboldt Street and views to the Bay through the Project.

The existing elevation of the Stack and Unit 3 is approximately 14, which will be maintained. The elevations of the surrounding improvements will conform to this localized low point.

The grade differential along the northern property line will be coordinated with the development of the Pier 70 site. Pier 70 proposes to raise elevations along this common property line. The site grading has been coordinated to match the elevations proposed by Pier 70 along this common property line. See Figure 7.5 depicting the proposed cross sections at the project extents.

7.3 Elevation and Grading Design Criteria

The minimum elevations for the Project are established as the FEMA 100-year BFE plus 5.5 feet, providing built-in protection from sea level rise.

7.3.1 Base Flood Elevations (BFE)

The 100-Year BFE at the site is based upon FEMA's San Francisco Bay Area Coastal Study. This study analyzed extreme tidal data, completed regional hydrodynamic and wave modeling of the Bay and onshore coastal analysis to estimate wave run up, overtopping and propagation to establish the 100-Year BFE throughout the waterfront of the Bay. The preliminary FEMA flood designation map (Map No. 0602980119A) indicates that the 100-year BFE within the Project range from elevations 11-12 feet. See Figure 7.6 depicting the FEMA flood map for the Project. Coastal flood elevations are dependent on the shoreline geometry. The final shoreline improvements and associated geometry will be evaluated by the Project shoreline engineer to confirm the project minimum elevations conform to FEMA's requirements.

7.3.2 Sea Level Rise

The Project will be designed to accommodate future sea level rise. More detailed discussion of the Project's protection strategy from future sea level rise is in Section 5 and the storm drain system sea level rise performance criteria in Section 15. The design criteria for the site grading include built-in accommodation for up to 5.5 feet of sea level rise above the BFE. This has been conservatively selected from the best available scientific modeling and forecasts available.

7.3.3 Long Term Settlement

Geotechnical corrective measures, described in Section 6, will be implemented to minimize long term settlement within the Project. The corrective measures will address long term settlement associated with potential liquefaction and the compressible Young Bay Mud underlying soils. The site grading will accommodate any minimal amounts of residual long-term settlement anticipated due to secondary compression of the underlying soils.

7.3.4 Design Elevations

The design minimum elevations for the proposed streets, open space and park areas within the Project are established as the BFE plus 5.5 feet, elevation 17.5. The design minimum elevation for proposed buildings are established as BFE plus 5.5 feet of sea level rise plus 1 foot of freeboard, elevation 18.5. The elevation of the areas of adaptively reused structures. The Stack and Unit 3 will remain at the existing elevation of 14. The elevation of Station A, if reused, will have a lowest ground floor elevation of 22.

7.4 Site Grading Design

The proposed site grading is depicted on Figure 7.2. The specific grading requirements for each component of the project are as follows:

7.4.1 Proposed Building Areas

The minimum elevations of the proposed first floor elevations and proposed below grade garage entrances will be established as the BFE plus 5.5 feet of sea level rise and 1-foot of freeboard elevation 18.5. The building first floor elevations will be set to provide accessible entrances to the surrounding streets.

7.4.2 The Stack, Unit 3 and Station A

The existing elevations of the Stack and Unit 3 are approximately 14. This elevation is proposed to be maintained as part of the adaptive reuse of these structures. The areas surrounding the Stack and Unit 3 will need to conform to this lower elevation with either slopes or retaining walls. The drainage system of this localized low point will be designed to address sea level rise in excess of 24 inches, including a pump station and tidal backflow protection measures.

If Unit 3 is determined to not be feasible to adaptively reuse, this area will be raised to the minimum elevations as outlined for new buildings (minimum elevation 18.5) or open space (minimum elevation 17.5).

The existing Station A structure has multiple floor levels that address the varying ground elevations around the perimeter of this building. The ground elevations around the perimeter of the Station A structure range from elevation 22 to elevation 32. The elevation of Station A, if reused, will have a lowest ground floor elevation of 22.

7.4.3 Proposed Street Areas

The minimum elevations of the proposed public streets and private alleyways will be established as the BFE plus 5.5 feet of sea level rise, elevation 17.5. The existing elevations of the eastern extent of 23rd Street will be raised to elevation 17.5. Pavement transition conforms and retaining walls will be constructed by the Developer to address conforms to the existing elevations of the loading docks and buildings on the south side of 23rd Street. A curb will be constructed along the south side of 23rd Street to collect stormwater from the street prior to the existing loading docks.

The proposed street and open space elevations will maintain overland release to the Bay. The portions of the site within the western watershed will overland to Illinois, 22nd and 23rd Streets, which eventually overland release to the Bay through 22nd Street and 23rd Street. The remainder of the Project within the eastern watershed will overland to the Bay through the project streets and open space areas. The streets will maintain a minimum effective slope of 0.3% directing overland flows to the Bay. Localized low points must have a down stream release elevation that prevents overtopping of the curb in the 100-year design storm. Where the public streets connect park and open space at the Stack Plaza and Humboldt Plaza, the City may consider an overland release design which takes into consideration the hydraulics, fine grading, accessibility design and public safety.

There may be some localized low points in the streets. The streets must contain storm runoff from a 100-year design storm during a 100-year tidal event below the street top of curb elevations.

7.4.4 Open Space and Park Areas

The minimum elevations of the proposed open space, park, Blue Greenway and waterfront areas, except for these areas directly adjacent to the Stack and Unit 3, will be established as the BFE plus 5.5 feet of sea level rise. The waterfront areas will conform to the proposed elevations of the proposed improvements to the north within Pier 70. The shoreline areas east of the Blue Greenway will be designed for safe public access to the Bay at certain locations.

7.4.5 Basement Excavations

The buildings may include 1-level of below grade basement parking. The excavations of the basements will be completed with the building construction. The building will be required to apply and obtain a dewatering permit from the City if the basement excavation requires dewatering.

7.5 Proposed Site Grading Along Boundary

The proposed site grading will conform to the existing elevations to remain at the project limits. Elevation differences at the project limits may be accommodated by either earthen slopes or retaining walls. The proposed elevations on the west boundary of the project will conform to the existing elevations of Illinois Street and the PG&E southern switchyard. The proposed elevations along the northern boundary of the project will conform to the proposed elevations of 22nd Street and Craig Lane. This will be coordinated with Pier 70's final design of the 22nd Street improvements and the buildings just north of Craig Lane. The proposed elevations of eastern extents of 23rd Street will require pavement transitions to conform from the proposed elevations

of 23rd Street to the existing elevations of the loading docks and buildings on the south side of the street. A curb will be constructed along the south side of 23rd Street to collect stormwater from the street prior to the existing loading docks. See the proposed grading sections of each of these conditions on Figure 7.5.

7.6 Earthwork Quantities

The estimated earthwork associated with the site grading is summarized in Table 7.1.

Table 7.1 Earthwork Quantities

	Cut (cy)	Fill (cy)	Net (cy)
Phase 1	96,000	16,000	80,000
Phase 2	66,000	500	65,500
Phase 3	51,000	4,000	47,000
Phase 4	61,000	500	60,500
Phase 5	94,000	0	94,000
Phase 6	26,000	0	26,000
Phase 7	60,000	0	60,000
Total	**454,000**	**21,000**	**433,000**

7.7 Phases of Site Earthwork

The site grading will occur in phases as necessary to implement the specific proposed Development Phase and consistent with the Project Phasing Plan. The limits and quantity of site grading will be minimized to the extent practical for each Development Phase. The proposed site grades will conform to the existing adjacent grades as close to the perimeter of that Development Phase area as possible. Interim grading will be completed and maintained as necessary to support existing facilities and improvements impacted by the proposed Development Phases.

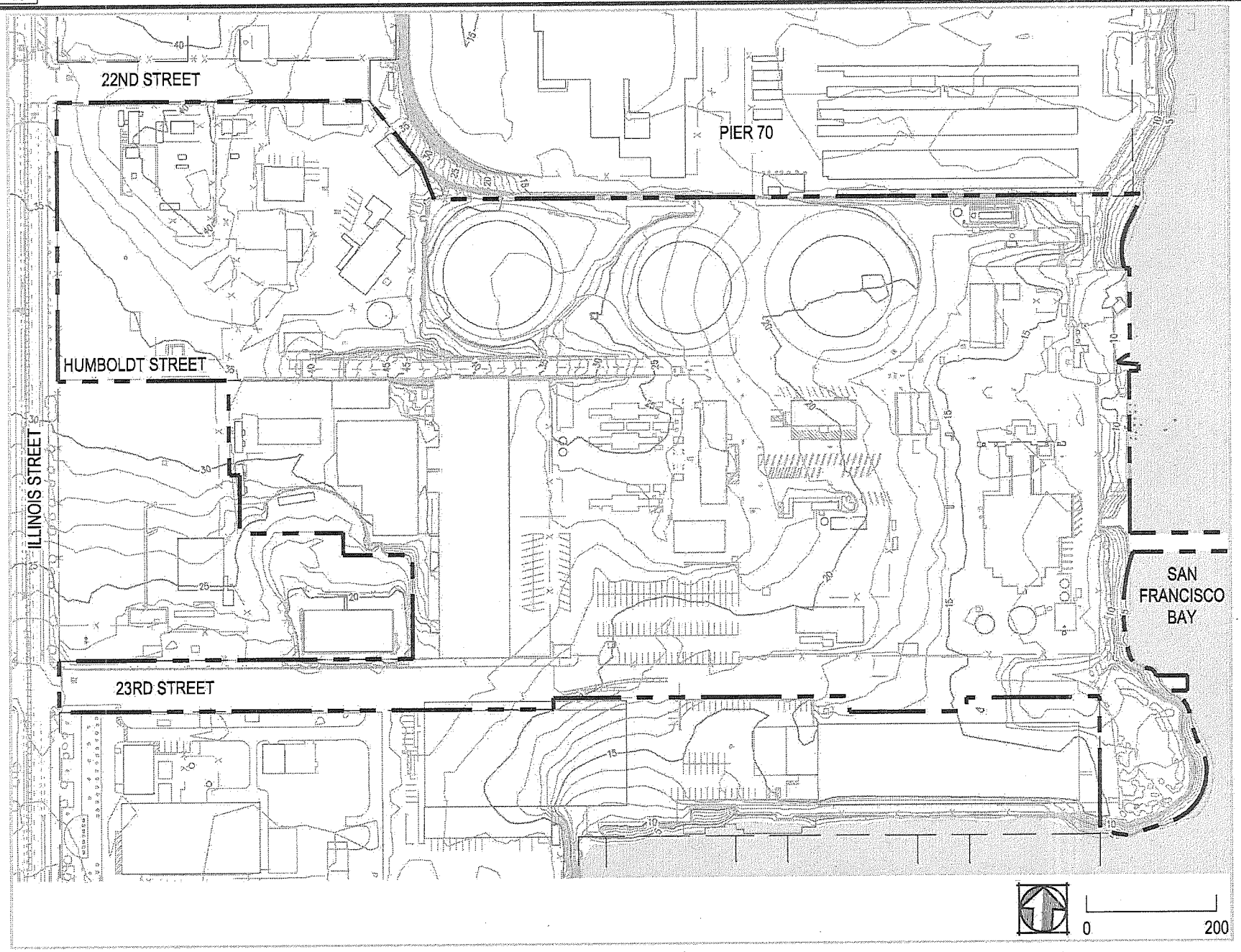


Figure 7.1 Existing Site Topography

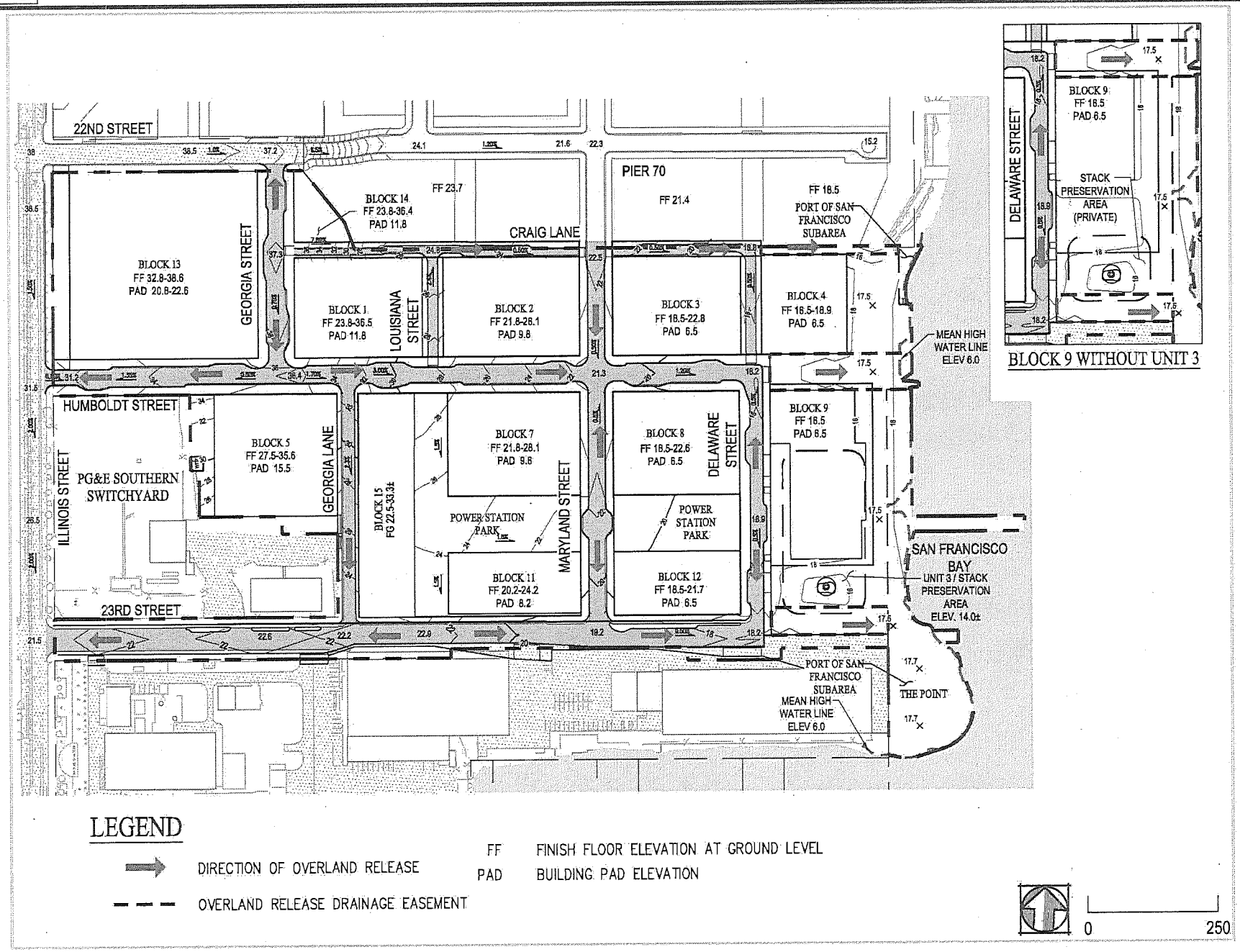


Figure 7.2 Proposed Site Grading

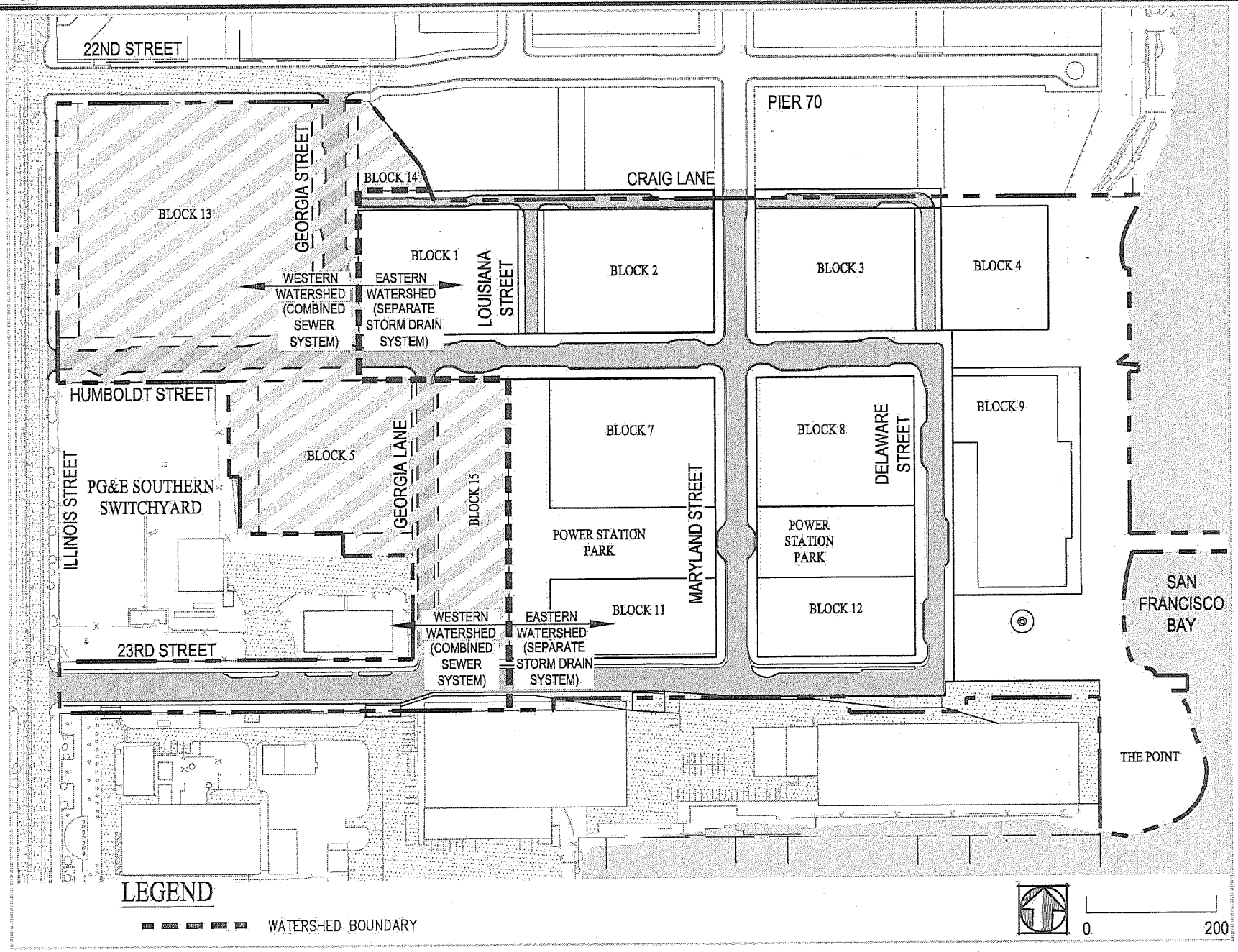


Figure 7.3 Proposed Watersheds

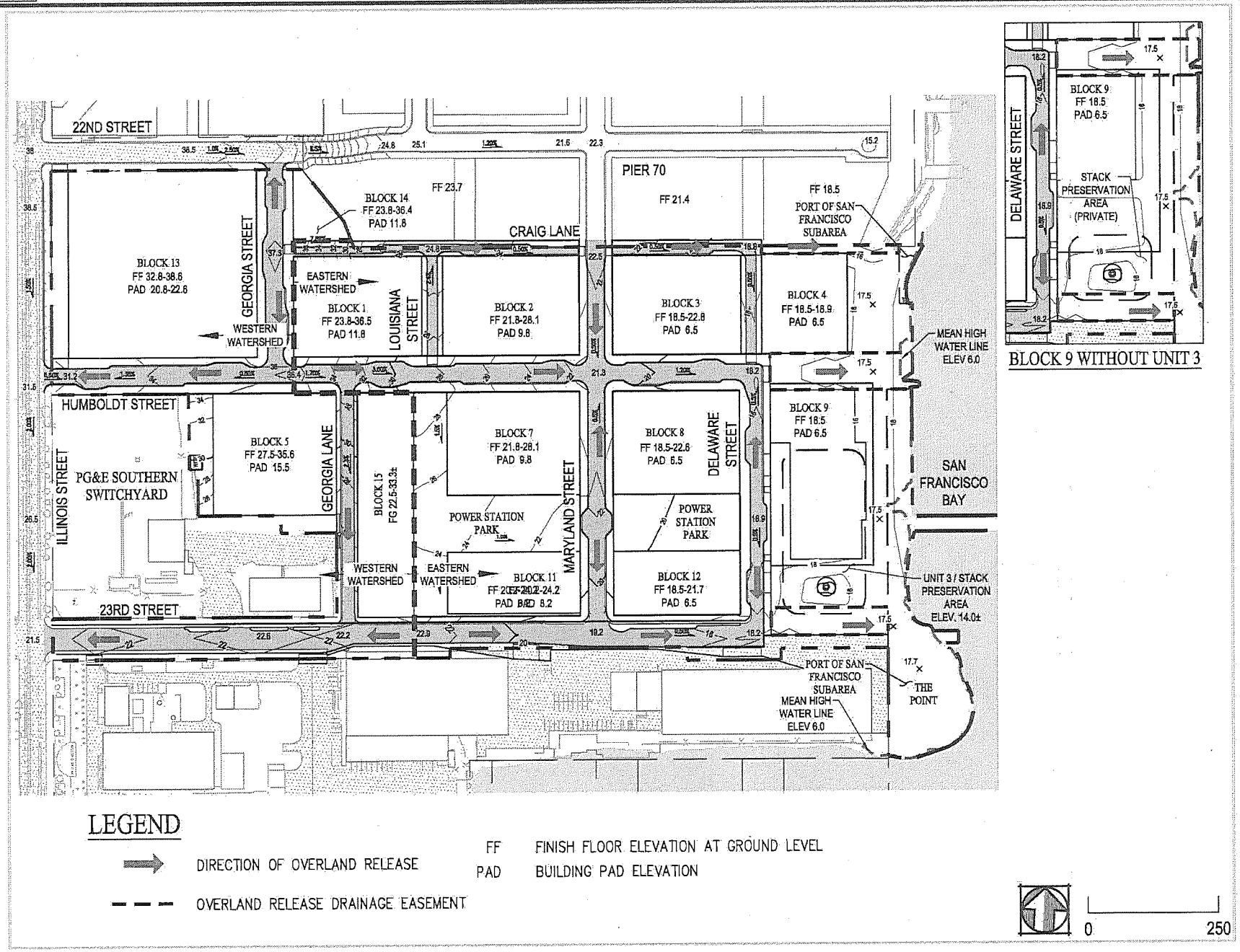


Figure 7.4 Proposed Overland Release

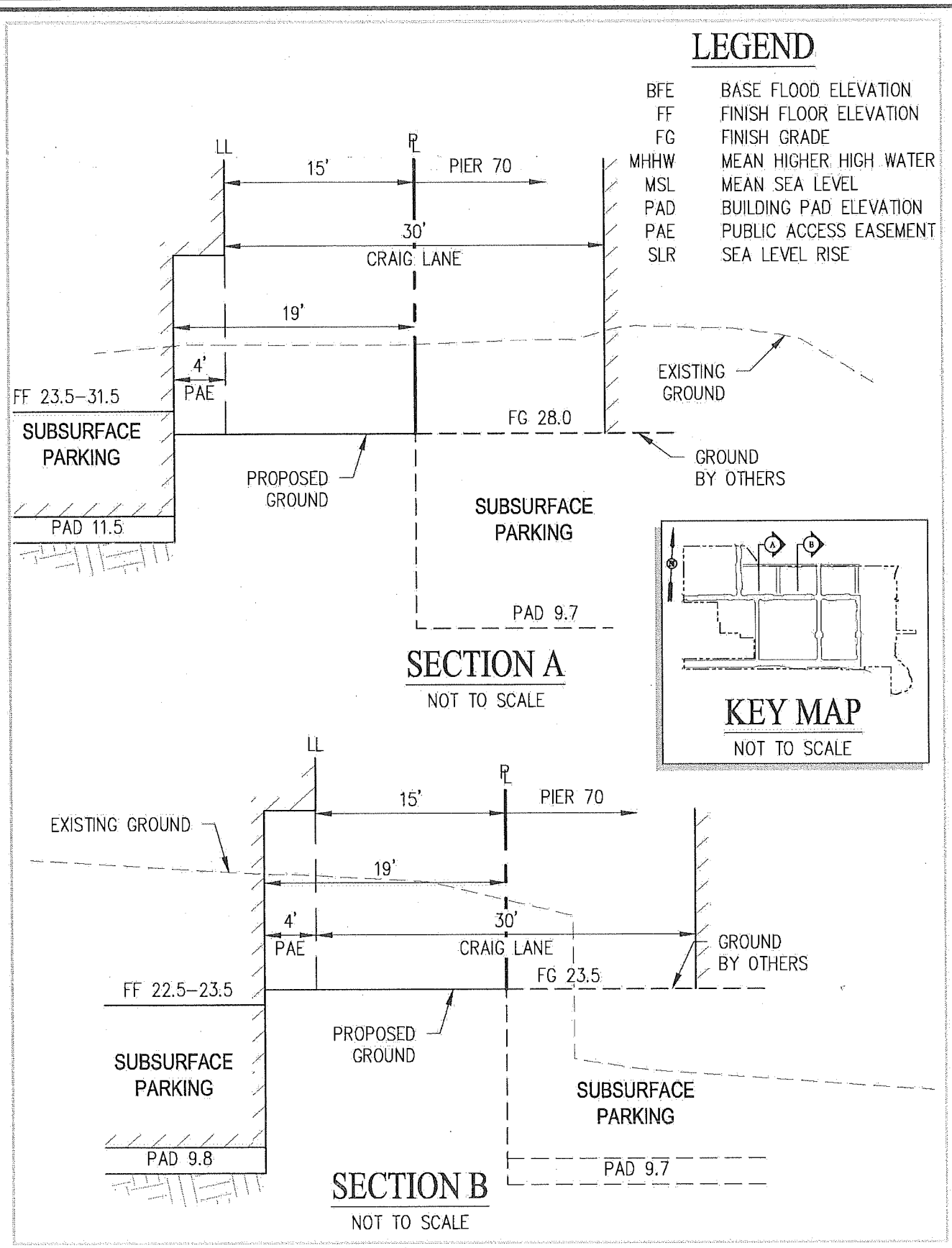


Figure 7.5 Grading Cross Sections at Project Boundaries - Section A & B

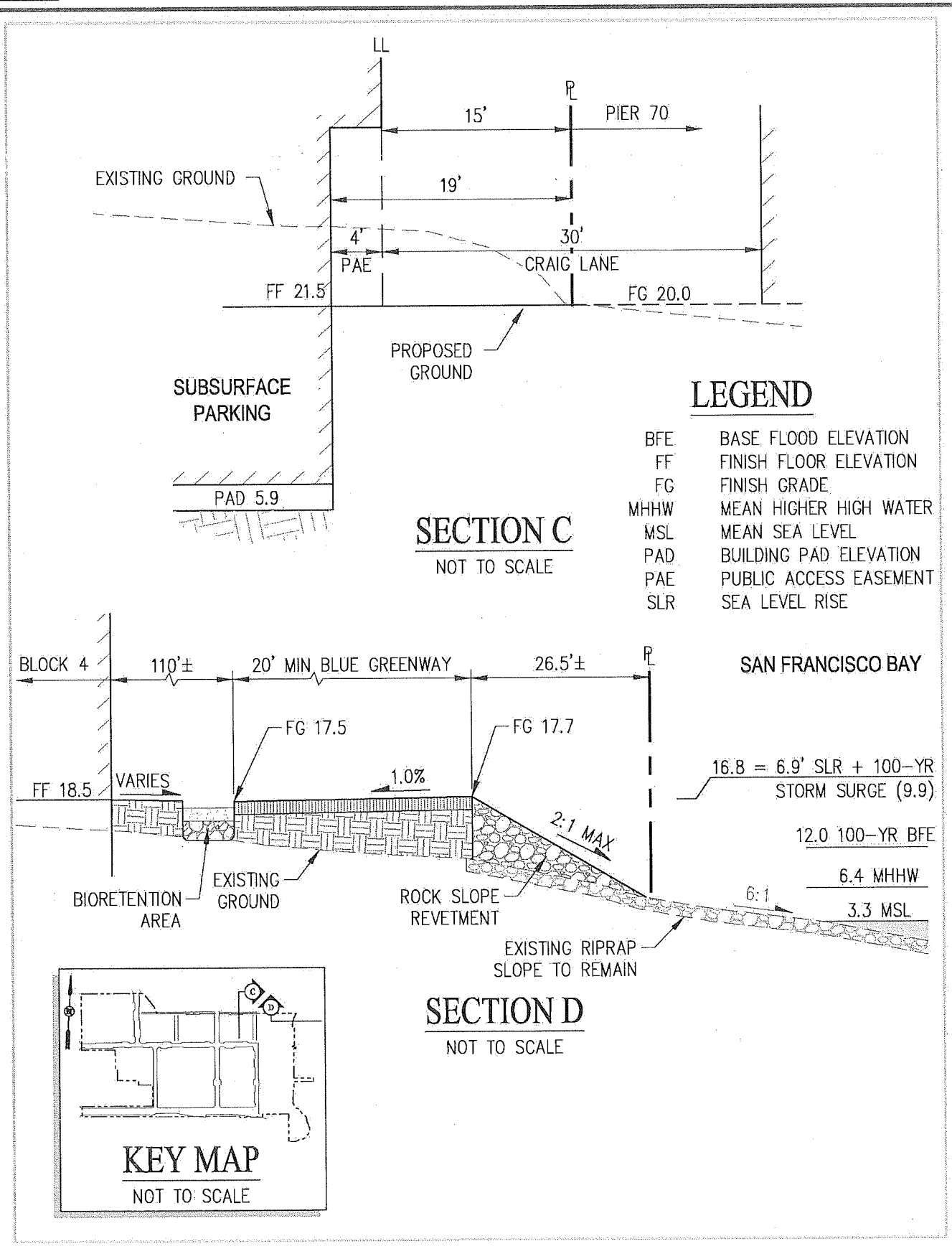


Figure 7.5 Grading Cross Sections at Project Boundaries - Section C & D

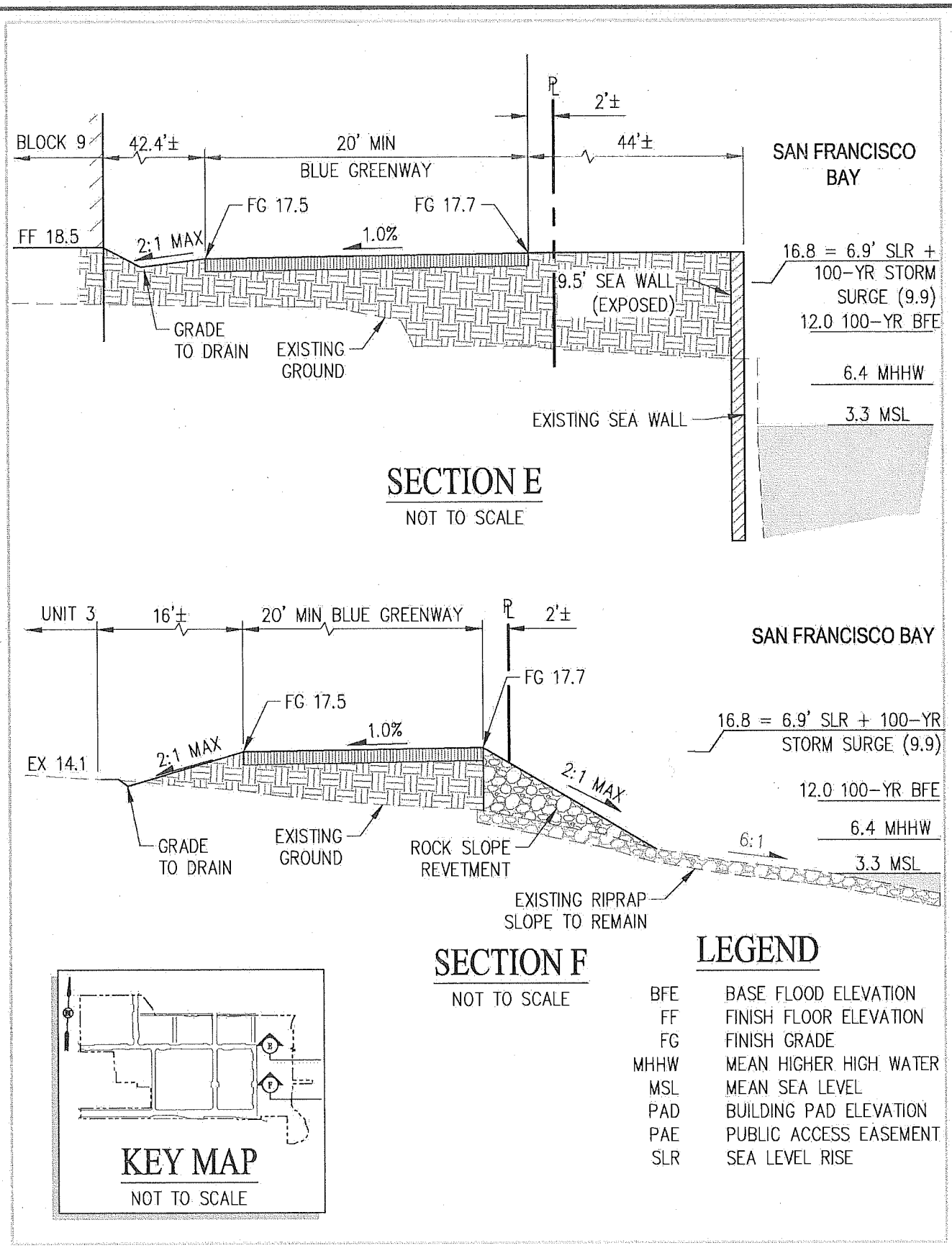
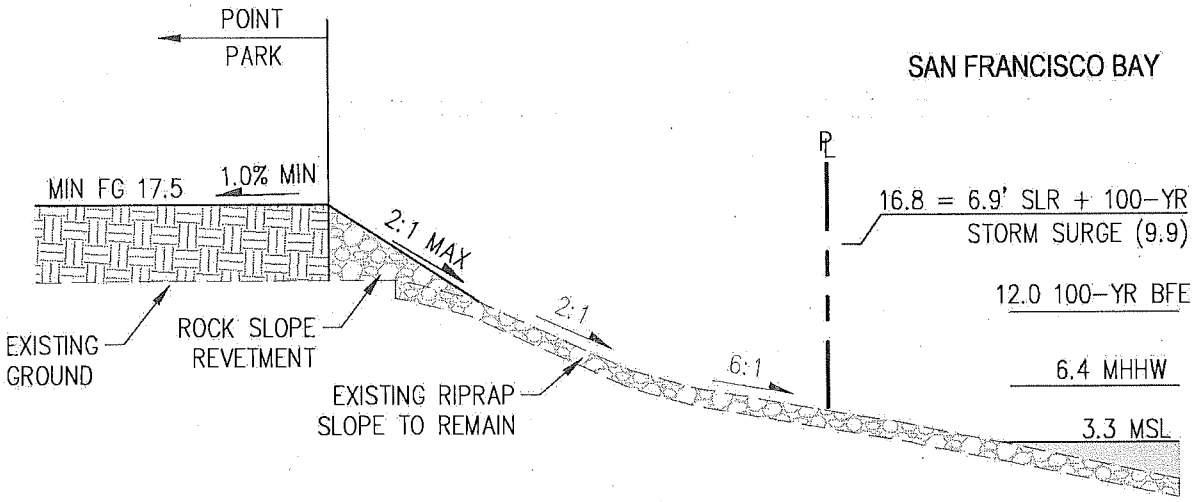
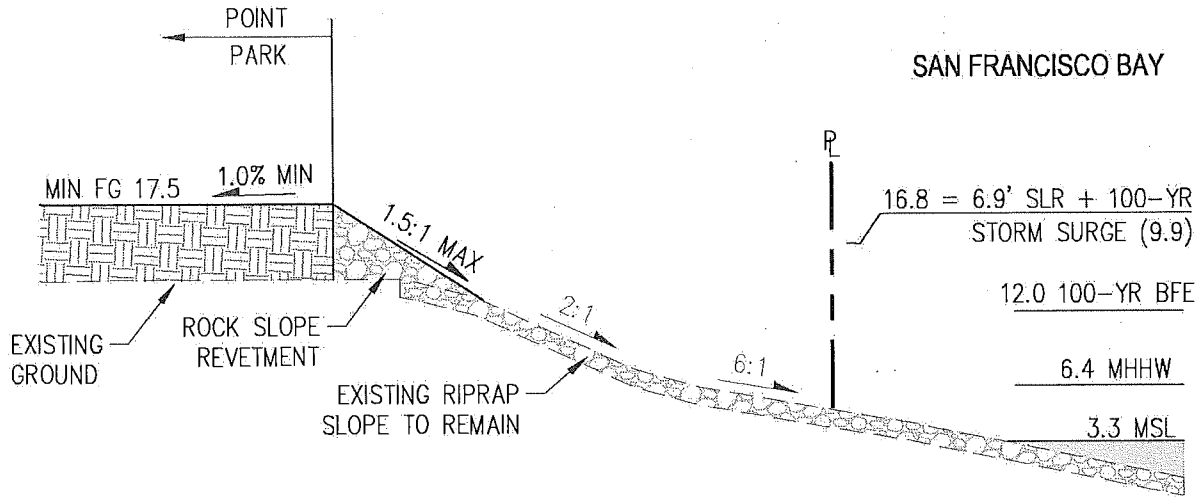


Figure 7.5 Grading Cross Sections at Project Boundaries - Section E & F



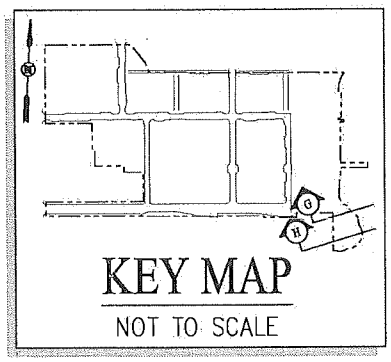
SECTION G

NOT TO SCALE



SECTION H

NOT TO SCALE



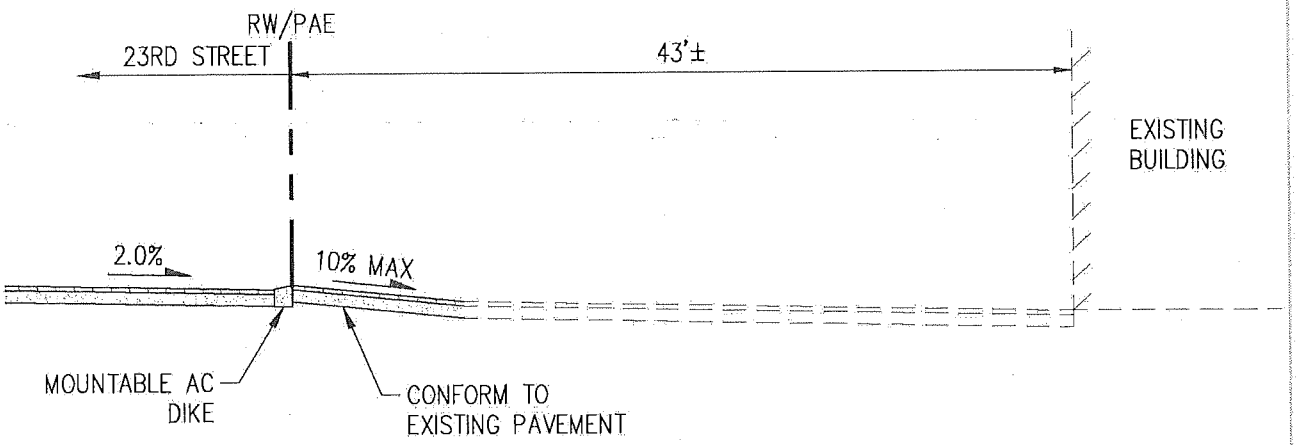
KEY MAP

NOT TO SCALE

LEGEND

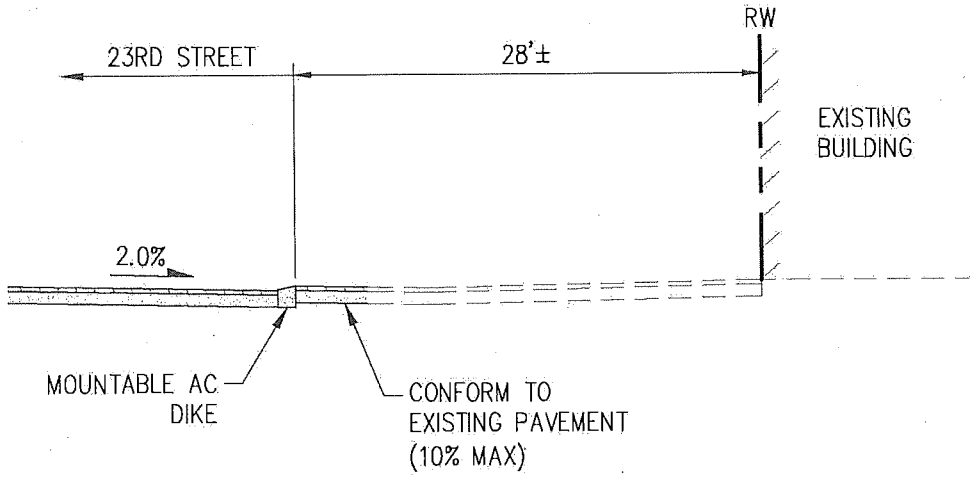
BFE	BASE FLOOD ELEVATION
FF	FINISH FLOOR ELEVATION
FG	FINISH GRADE
MHHW	MEAN HIGHER HIGH WATER
MSL	MEAN SEA LEVEL
PAD	BUILDING PAD ELEVATION
PAE	PUBLIC ACCESS EASEMENT
SLR	SEA LEVEL RISE

Figure 7.5 Grading Cross Sections at Project Boundaries - Section G & H



SECTION I

NOT TO SCALE

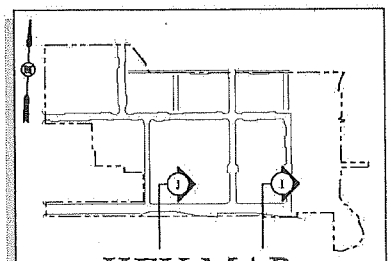


SECTION J

NOT TO SCALE

LEGEND

BFE	BASE FLOOD ELEVATION
FF	FINISH FLOOR ELEVATION
FG	FINISH GRADE
MHHW	MEAN HIGHER HIGH WATER
MSL	MEAN SEA LEVEL
PAD	BUILDING PAD ELEVATION
PAE	PUBLIC ACCESS EASEMENT
RW	RIGHT OF WAY
SLR	SEA LEVEL RISE



KEY MAP

NOT TO SCALE

Figure 7.5 Grading Cross Sections at Project Boundaries - Section I & J

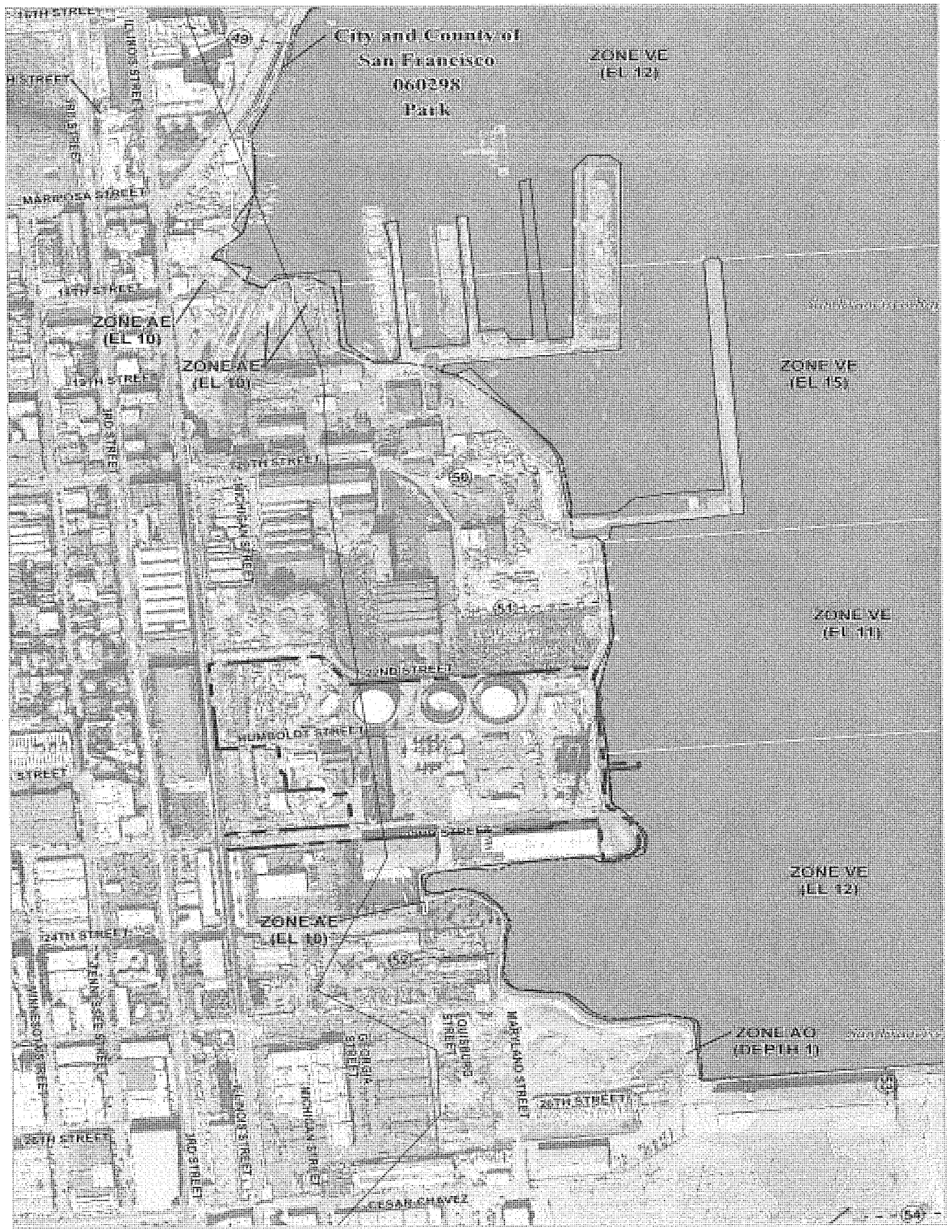


Figure 7.6 FEMA Flood Map

8 STREET AND TRANSPORTATION SYSTEMS

The Project is designed to be an extension of the surrounding street grid framework creating a unified neighborhood and providing additional access routes from the Dogpatch to the Bay. The proposed street framework will be walkable, with blocks and buildings creating urban spaces at the human scale. The proposed street system within the Project is intended to serve local access at low speeds (25 mph) establishing an accessible neighborhood that prioritizes walking, biking and transit.

8.1 Proposed Street System

8.1.1 Public Streets

The Developer will be responsible for the design and construction of the proposed public streets within the Project. The primary framework of the proposed street grid will be public streets. The proposed public streets include Humboldt Street, Georgia Lane and Street, Maryland Street and Delaware Street between Humboldt Street and 23rd Street. All proposed public streets will be two-way, with a single lane of travel in each direction. The proposed public streets would provide the primary access for emergency and fire vehicles to the proposed buildings. The street network is designed consistent with the City of San Francisco's Better Streets Plan standards. See Figure 8.1 depicting the proposed street framework and locations of public streets.

See Table 8.1 outlining the proposed public street widths and components for each street segment. Also, see Figure 10.2 depicting the proposed utility configurations relative to each proposed street section.

8.1.2 23rd Street

23rd Street is a critical east / west gateway to the Project. The Project proposes to reconstruct the existing improvements to provide an inviting and safe corridor for bicycles, pedestrians and transit while allowing for the adjacent existing uses to maintain usability of this street. The existing adjacent uses include PG&E and other large electrical facilities along the western half of 23rd Street, as well as PDR uses with loading docks along the south side as 23rd extends to the east. The proposed improvements for 23rd Street include constructing sidewalks on the north side and portion of the south side, a parking protected bicycle lane on the north side and a parking protected bicycle lane on the south side that transitions to a Class II bicycle lane as it heads to the east. The improvements along the south side of the street will conform to and allow the existing loading docks to remain operable.

The proposed 23rd Street improvements will provide a connection from the surrounding neighborhoods to the Project, the Bay and the Blue Greenway, a continuous path envisioned to extend 13 miles along the southeastern waterfront of San Francisco.

The existing ownership of 23rd Street within the Project varies. The western half of 23rd Street is existing public right-of-way. The eastern half is a private street encumbered with access easements in favor of the properties to the south. Except for the addition of curbs to direct stormwater, the street design maintains the existing configuration of loading docks on the south side of the street. Pedestrians are directed to the sidewalk on the north side of the street, across from loading activities. The street is intended to be constructed to public street standards and is proposed to be a public street with Department of Public Works approval.

If the eastern half of 23rd Street remains as a private street, some of the public utility systems would be re-routed to not occupy this private street. See Section 18 providing a description of this scenario and the associated adjustments to the utility system configurations. See Table 8.1 outlining the proposed street widths and components for the various segments of 23rd Street.

8.1.3 Illinois Street

The Project proposes to complete certain pedestrian and traffic improvements on Illinois Street. These improvements will facilitate safe access into the Project and include crosswalks and accessible ramps. Traffic signals will be installed at the Illinois / 23rd Street and Illinois / Humboldt Street intersections.

Additionally, the Project will reconstruct the sidewalk along the east side of Illinois Street from Humboldt Street to 22nd Street improving the pedestrian experience and aesthetics of the Illinois Street corridor along the Project frontage. The existing street trees in this area will be removed and replaced.

8.1.4 Private Alleys

The proposed street system includes private alleys. These private alleys include Craig Lane, Louisiana Street and the portion of Delaware Street north of Humboldt Street. Louisiana and Delaware Streets will be designed to reduce vehicle speeds and be shared by pedestrian, bicycle and vehicle traffic. The alleys will be designed for 2-way travel, with the exception of Craig Lane which will be one-way travel from east to west. See Table 8.1 outlining the widths and components of the private alleys.

Table 8.1 Street and Alley Dimensions

Street	Construction Responsibility	Right-of-Way and Public Access Area Width (feet)	Street Elements and Width (feet)
Public Streets			
Maryland Street North of Humboldt Street (D4D Figure 5.17.5)	Developer	64'	West R/W – 15' SW/6' B/11' TL/11' TL/6' B/ 15' SW – East R/W
Maryland Street South of Humboldt (D4D Figure 5.17.2 & 5.17.4)	Developer	64'	West R/W – 15' SW/6' B/11' TL/ 11' TL/6' B/15' SW – East R/W (1)
Maryland Street at Power Station Park (D4D Figure 5.17.3)	Developer	64' R/W + 16' PAE	8' PAE & SW – West R/W – 2' SW/13' P/6' B/11' TL/ 11' TL/6' B/13' P/2' SW – East R/W – 8' PAE & SW (1)
Delaware Street – Power Station Park to 23rd Street	Developer	59'	West R/W – 19' SW*/ 13' TL / 13' TL / 14' SW – East R/W (*Sidewalk width may vary for parking bays)
Delaware Street at Shuttle Stop (D4D Figure 5.21.3)	Developer	59'	West R/W – 10' SW / 10' BS / 13' TL / 12' TL / 14' SW – East R/W
Delaware Street – Humboldt Street to Power Station Park (D4D Figure 5.21.2)	Developer	59'	West R/W – 19' SW / 14' TL / 12' TL / 14' SW – East R/W
Delaware Street at Power Station Park (D4D Figure 5.21.4)	Developer	59'	West R/W – 19' SW/13' TL/12' TL/8' P/7' SW – East R/W – 42' Plaza
Georgia Street (D4D Figure 5.19.2)	Developer	70'	West R/W – 15' SW*/ 8' P/ 12' TL/ 12' TL/ 8' P/ 15' SW* – East R/W (*Sidewalk width may vary for AP bays)
Georgia Lane (with Station A) (D4D Figure 5.20.2 & 5.20.3)	Developer	40'	West R/W – 8' SW/ 10' TL/ 10' TL/ 6' B/ 5.5' SW / 0.5' BE – East R/W
Georgia Lane (without Station A) (D4D Figure 5.20.4 & 5.20.5)	Developer	40' R/W + 3' PAE	West R/W – 8' SW / 10' TL / 10' TL / 6' B / 6' SW – East R/W – 3' PAE & SW
Humboldt Street (D4D Figure 5.18.2)	Developer	70'	North R/W – 15' SW*/ 8' P/ 12' TL/12' TL/ 8' P/ 15' SW* – South R/W (*Sidewalk width may vary for AP bays)

Table 8.1 Street and Alley Dimensions *(Continued)*

Street	Construction Responsibility	Right-of-Way and Public Access Area Width (feet)	Street Elements and Width (feet)
23rd Street – Illinois Street to PG&E Substation (D4D Figure 5.16.2)	Developer	80'	North R/W – 12' SW/6' B/4' BF/8' P/10' TL/10' TL/8' P/4' BF/6' B/12' SW – South R/W
23rd Street – PG&E Substation to Georgia Lane (D4D Figure 5.16.3)	Developer	80'	North R/W – 12' SW/ 7' B/ 6' RB/12' TL/ 13' TL/ 8' P/ 4' BF/ 6' B/ 12' SW – South R/W
23rd Street (with Station A) – Georgia Lane to Louisiana Paseo (D4D Figure 5.16.4)	Developer	80'	North R/W – 0.8' BE / 9.2' SW/5' B/4' BF/8' P/ 10' TL/10' TL/ 5' B/28' L – South R/W
23rd Street (without Station A) – Georgia Lane to Louisiana Paseo (D4D Figure 5.16.5)	Developer	80' R/W + 5' PAE	5' PAE & SW – North R/W – 10' SW / 5' B / 4' BF / 8' P / 10' TL / 10' TL / 5' B / 28' L – South R/W
23rd Street – Louisiana Paseo to Maryland Street (D4D Figure 5.16.6)	Developer	52' R/W + 5' PAE	5' PAE & SW – North R/W – 10' SW/5' B/4' BF/8' P/10' TL/10' TL/5' B – South R/W – 28' L
23rd Street – Maryland Street to Delaware (with bus boarding) (D4D Figure 5.16.7)	Developer	62'	North R/W – 12' SW/ 5' B/ 9' BI/11' BS/ 10' TL/ 10' TL/ 5' B – South R/W – 4' F
23rd Street – Maryland Street to Delaware (without bus boarding) (D4D Figure 5.16.8)	Developer	62'	North R/W – 12' SW/ 5' B/ 4' RB/ 5' BF / 11' BL / 10' TL/ 10' TL/ 5' – South R/W – 44' L
Illinois Street – Humboldt Street to 22nd Street (D4D Figure 5.25.1)	Developer (Remove and Replace East Sidewalk Zone Only)	80'	West R/W – 15' SW / 9'P / 5'B / 11' TL / 11' TL / 5' B / 9' P / 15' SW – East R/W – 33' Plaza
22nd Street – Illinois Street to Georgia Street (D4D Figure 5.24.1)	Pier 70	66'	North R/W – 12' SW / 5.5' B / 11' TL / 11' TL / 5.5' B / 9' P / 12' SW – South R/W

Table 8.1 Street and Alley Dimensions *(Continued)*

Street	Construction Responsibility	Right-of-Way and Public Access Area Width (feet)	Street Elements and Width (feet)
Private Streets			
Delaware Street – North of Humboldt Street (D4D Figure 5.21.6)	Developer	40'	West R/W – 7' SW/ 3' DW/ 10' TL/10' TL/ 3' DW/ 7' SW – East R/W
Craig Lane (Without Loading) (D4D Figure 5.23.2)	Developer	30' R/W + 4' PAE	North R/W – 7' SW/ 4' LS/ 14' TL/ 4' LS/ 1' SW – South R/W – 4' PAE & SW
Craig Lane (With Loading) (D4D Figure 5.23.3 & 5.23.4)	Developer	30' R/W + 4' PAE	North R/W – 7' SW / 8' P/ 14' TL / 1' SW– South R/W – 4' PAE & SW
Louisiana Street (D4D Figure 5.22.2)	Developer	40'	West R/W – 7' SW /3' DW/10' TL/10' TL/3' DW/7' SW – East R/W

Abbreviations

ROW	Right-of-Way	BI	Bus Boarding Island
TL	Travel Lane	BL	Bus Lane
SW	Sidewalk	L	Loading
B	Bicycle Lane	E	Easement
P	Parking / Loading	BF	Striped Buffer
BS	Bus / Shuttle Stop	RB	Raised / Curbed Buffer
DW	Detectable Warning / Bollards	LS	Landscape
C	Curb	PAE	Sidewalk in Public Access Area
F	Furnishing	AP	Accessible Parking
RB	Raised Buffer	BE	Building Encroachment

Notes:

1. *The bike lane design for Maryland Street is tentative. The project will continue to work with the City towards a design of a separated bikeway within the 64' right-of-way proposed on Maryland Street. Such a design change would be reviewed by the City infrastructure agencies and incorporated into City approvals as part of the first Basis of Design submittal.*
2. *Additional building encroachments may be required for the preservation of Station A and will be determined with final design of Block 15.*

8.1.5 Bicycle Network

The proposed street grid will include a network of bicycle facilities providing connectivity to the existing and planned larger network of bicycle facilities within the vicinity of the Site. The project will construct the segment of the Blue Greenway along the Project waterfront providing a Class I bicycle facility along the Bay. The Project will also provide an important east / west linkage of bicycle facilities along 23rd Street from the waterfront to Illinois Street. The bicycle facilities within 23rd Street include a parking protected 5 to 7 foot wide westbound bicycle lane on the north side and a parking protected 5 foot wide bicycle lane that transitions (west to east) to a Class II bicycle lane along the south side of the street. Additionally, the proposed design for Maryland Street includes a north / south connection with 6 foot wide Class II bicycle lanes. The bike lane design for Maryland Street is tentative. The project will continue to work with the City towards a design of a separated bikeway within the 64' right-of-way proposed on Maryland Street. Such a design change would be reviewed by the City infrastructure agencies and incorporated into City approvals as part of the first Basis of Design submittal. Georgia Lane also provides a north bound 6 feet Class II bicycle lane. All other public streets will include travel lanes with sharrow markings providing Class III bicycle facility linkages throughout the street network. The bicycle facilities will be designed to provide safe cycling through the Project. See Figure 8.2 depicting the proposed bicycle facilities.

8.1.6 Transit Access

The Project is located in close proximity to both regional and local public transit services. A planned Muni bus line route has been accommodated in the proposed street framework design. The planned Muni line, currently referred to as Dogpatch 55, will be routed through Maryland, Humboldt, Delaware and 23rd Streets. See Figure 8.3 depicting this planned bus route. A terminal bus stop has been located along 23rd Street between Maryland and Delaware Streets. The proposed bus layover will accommodate two, 40-foot-long Muni buses and will provide a bathroom facility nearby for drivers. See the Buildings section of the D4D for the standards of the bathroom facility location within Block 12. The intersections within this route will be designed for Bus-45 turning movements. See Appendix F for the bus turning movements through the Project.

As part of the Project's proposed Transportation Demand Management Plan ("TDM"), the project includes implementation of a transit shuttle service, with minimum service of 15-minute intervals during weekday morning and evening peak periods. The shuttle service would provide access between the project site, the 22nd Street Caltrain station, and the 16th Street BART station. The shuttle service may or may not connect with the shuttle service to be provided under the Pier 70 Mixed-Use District project. The shuttle will use the planned terminal bus stop until the Muni line "Dogpatch 55" is operational, at which

time the shuttle stop will move to its permanent location on Delaware Street adjacent to Block 8. Figure 8.4 presents the proposed transit shuttle plan in the project site vicinity and the permanent shuttle layover space location.

8.1.7 Parking and Loading

The proposed Project will provide approximately 2,622 off-street vehicle parking spaces. A centralized parking facility will be located at the intersection of Humboldt Street and Georgia Street and contain approximately 819 parking spaces. The remaining off-street parking spaces will be dispersed in podium parking structures on other development blocks. All parking will be accessory to principal uses. No off-street parking will be provided for proposed retail uses on the project site, except for the potential grocery store. Approximately 22 on-street passenger loading spaces will be provided along the internal streets and approximately 54 commercial delivery spaces will be provided, either through in-building loading docks or on-street loading zones along the internal streets. The remainder of the curb space not dedicated to off-street parking and loading will be divided into on-street parking and passenger loading spaces, including accessible parking and universal loading stalls. In total, the Project provides approximately 108 parking and loading spaces on-street.

All development blocks will allow – but not require – parking one level below-grade or parking within above-grade podium levels subject to the project's D4D controls. The project will provide car-share parking spaces, consistent with the project's D4D controls.

Class one bicycle parking spaces will be located either on the ground floor of each building or in the first level above or below ground floor, in locations compliant with the project's D4D controls. The proposed Project will include Class II bicycle parking spaces, all of which will be located in the right-of-way adjacent to each building or in the publicly accessible open space.

8.2 Street Design Considerations

8.2.1 Raised Street Crossings

The Project proposes to integrate raised street segments to provide additional traffic calming and pedestrian priority on Humboldt, Maryland, and Delaware Streets adjacent to the Power Station Park and Louisiana Paseo, and Georgia Lane. These zones are anticipated to have more intensive pedestrian activities related to the adjacent Park, plazas and outdoor retail areas. The objective of these raised street areas is to calm traffic traveling

through this area to provide safe crossings for pedestrians encouraging the use of the park and open space amenities within this Project.

The raised street area will have transition areas in the street slope at the entry and exit of the raised street area that will be designed at a maximum of 5% slope. The curbs will transition from full standard height to four inches though the transition areas. Within the raised street areas, specific crosswalk locations will be provided to designate where pedestrians have priority to cross. The vehicle travel zones will be delineated from pedestrian areas by the four-inch tall curbs. Additionally, vertical elements such as street trees or furniture will delineate between the pedestrian and vehicle zones. The raised street will be designed to meet the City's requirements for 100-year design storm and overland release. See Figure 8.5 depicting the proposed raised street crossing configuration.

8.2.2 Intersection Curb Extensions

The proposed street designs will include curb extensions at intersections within the Project. The curb extensions will enhance pedestrian safety and will be designed consistent with the San Francisco Better Streets Plan. The curb extensions will be designed to maximize the pedestrian space, while maintaining the required utility clearances and turning movement accommodations. See Figure 10.2 depicting the utility placements at the curb extension locations. Also, see Figure 8.8 for intersection geometry.

8.2.3 Sidewalk Easements

Public sidewalk easements will be provided at locations that vehicle accommodations, accessible ramps or parking stalls reduce the sidewalks to widths less than required by the San Francisco Better Streets Plan. These easements will provide safe passable sidewalk conditions and will be integrated with the open-space and building designs.

8.2.4 Fire Department Access

The proposed streets will be designed to accommodate turning movements of the City of San Francisco 57-foot articulated fire truck and the SFFD Engine, in accordance with the Subdivision Regulations and the California Fire Code. See Figure 8.11 depicting the fire access areas planned within the street network. The following is a summary of the fire access integrated into the street network to provide emergency and fire protection to the various development blocks and open spaces:

Type I Commercial, R&D, Office and Residential – *Blocks 1A, 2, 3, 5A, 5B (Parking Garage), 7B, 11, 12 and 15*

- 26' wide unobstructed fire access adjacent to 50% of the building street frontage, including 100' to 200' (200' preferred) staging area at the building lobby.
- 26' fire access area is to be positioned such that the truck ladder turn table is 15' to 30' from building.

Type III A Residential – *Blocks 1B, 4, 7A, 8, 13A, 13B, 13C and 14*

- 26' wide unobstructed fire access adjacent to 50% of the building street frontage, including 150' to 200' (200' preferred) staging area at the building lobby.
- 26' fire access area is to be positioned such that the truck ladder turn table is 15' to 30' from building.

Type V Residential and Hotel – *Block 9*

- 26' wide unobstructed fire access adjacent to 50% of the building street frontage, including 150' to 200' (200' preferred) staging area at building lobby.
- 26' fire access area is to be positioned such that the truck ladder turn table is 15' to 30' from building.
- Aerial ladder truck access (26' wide) to all bedroom egress windows over 40'.

Unit 3

The feasibility of adaptively reusing Unit 3 is under evaluation. Accordingly, multiple scenarios are being studied. The fire access requirements for each scenario are as follows:

- Unit 3 & Block 9 considered as 1 building by DBI, Type I construction -
  - 26' wide unobstructed fire access adjacent to 50% of the building street frontage, including 100' to 200' (200' preferred) staging area at the building lobby.
  - 26' fire access area is to be positioned such that the truck ladder turn table is 15' to 30' from building.

- Unit 3 Type I & Block 9 Type IIIA (2 buildings)
  - 26' wide unobstructed fire access adjacent to 50% of the building street frontage, including 100' to 200' (200' preferred) staging area at the lobby for each building.
  - 26' fire access area is to be positioned such that the truck ladder turn table is 15' to 30' from building.

Humboldt Street Plaza

- Provide 26' wide unobstructed fire access for 150' extending from intersection with Delaware Street.
- Provide 26' wide, 100-150 feet long staging area at the building lobby of Building 4 and 9 along Humboldt Plaza.
- Provide 20' wide emergency access extending to and along waterfront.

Louisiana Street

- If Block 1 is comprised of 2 buildings, 1A and 1B, provide 26' wide unobstructed fire access for 150' extending from intersection with Humboldt Street.
- Provide 26' wide 100-150 feet long staging area at the Building 1B and 2 lobbies along Louisiana Street.
- Bollards separating the pedestrian zones from the travel way are acceptable to be placed within the 26' wide fire access area.
- Provide 20' wide emergency access extending to Craig Lane.

Delaware Street *(North of Humboldt Street)*

- Provide 26' wide unobstructed fire access for 150' extending from intersection with Humboldt Street.
- Provide 26' wide 100-150 feet long staging area at the Building 4 lobby along Delaware Street.
- Bollards separating the pedestrian zones from the travel way are acceptable to be placed within the 26' wide fire access area.
- Provide 20' wide emergency access extending to Craig Lane.

Craig Lane

- One way 14' wide alley is acceptable and not required for fire access.
- Provide access for emergency vehicles (engine and ambulances) to make turns onto and from Craig Lane.

Truck Turning Requirements

- Truck turning templates shall be provided demonstrating the SFFD aerial ladder truck and engine can adequately maneuver through the proposed intersections.
- The truck and engine are allowed to turn into the opposing travel lane so long as a separation from the truck to the opposing curb of 7' minimum is maintained.

Unobstructed Width

- The required unobstructed width for fire department access areas assumes that on-street parked cars only utilize 7' from the adjacent curbs.

See Appendix H including the Fire Access Criteria Memorandum outlining this criteria's application within the project and as approved by San Francisco Fire Departments. Also, see Appendix G depicting the fire aerial truck and engine turning movements within each intersection.

8.2.5 Large Vehicle Access

The proposed street network will accommodate commercial trucks and tractor trailer trucks in accordance with Better Streets Plan.

The public streets are designed for SU-30 vehicles, including Maryland, Humboldt, Georgia and Delaware Streets. Vehicles accessing the site up to the size of WB-40 can be accommodated within the public streets.

The streets and intersections along the bus route are designed for the Bus-45 vehicle.

23rd Street is a mixed-use / industrial street type and is designed for WB-40 vehicles.

Additionally, vehicles accessing the site up to the size of a WB-67 can be accommodated on a limited route to access Blocks 1, 5 and 13. A Transportation Program Manager will manage conflicts and reasonably accommodate truck deliveries. See Appendix E depicting the large vehicle turning movements at each intersection.

Georgia Lane, Craig Lane, Louisiana Street and Delaware Street north of Humboldt Street, are designed for passenger vehicles and can accommodate SU-30 vehicles.

8.2.6 Universal Access Parking

The proposed streets will be designed with Universal Passenger Loading Zones and Accessible Parking Zones at select locations. The locations of these facilities will be distributed throughout the Project to provide convenient access to buildings and open spaces.

The Universal Passenger Loading zones will be curbside stalls limited to five-minute stops per SFMTA regulations. Each universal loading stall will be universally accessible and American Disabilities Act ("ADA") compliant. These stalls will be 20-feet long, have adjacent sidewalk with a 9' minimum throughway clear of obstacles with a loading area and SFDPW standard curb ramp.

On-street accessible parking stalls will be provided in accordance with ADA regulations and CBC Chapter 11B requirements (Table 11B-208.2). The accessible stalls will be generally located near intersections or access points to buildings and open space areas. These stalls will be 20-feet long, have signage and striping for an accessible stall, have adjacent sidewalk clear of obstructions, a 10-foot loading area at the rear with a SFDPW standard curb ramp. See Figure 8.8 depicting the typical configuration of these universal loading and accessible stalls.

8.2.7 22nd Street and Georgia Street Intersection

Georgia Street is proposed to intersect with 22nd Street. The slope of 22nd Street at this intersection is approximately 3%. The cross slope of Georgia Street will need to transition to a super-elevated condition as it approaches this intersection. The proposed intersection configuration, grading and sight distances are depicted on Figure 8.6 and 8.7.

8.2.8 Driveways

Driveways and building openings dedicated to parking and loading access shall be minimized. Entrances for off-street parking and off-street loading shall be combined where possible. The placement of parking and loading entrances should minimize interference with street-fronting active uses and with the movement of pedestrians, cyclists, public transit, and autos. Off-street parking and loading entrances shall be located to minimize the loss usable curb space. Driveway for grocery store loading may require curb cut of up to 53 feet.

8.2.9 Street Pavement, Curb and Gutter and Sidewalk Sections

The proposed public streets will be constructed consistent with the City standard structural section consisting of eight inches of Portland cement concrete and a two-inch asphalt concrete wearing surface. 23rd Street will be reconstructed with the City standard structural section. Pavement within Illinois Street will be replaced as needed to address utility trenching completed with the Project.

Alternative paving materials and sections such as Class II aggregate base, decorative asphalt and concrete paving, pervious pavers and porous paving may be used if approved by the SFDPW. The public streets, including City standard curbs, gutters and sidewalks, will be maintained by the SFDPW. Please see Figure 8.10 depicting the intended pavement surfaces for the various streets.

8.2.10 Existing Infrastructure

The existing infrastructure within the Project site depicted on Figure 4.2 will limit the allowed locations of streetscape landscaping, street trees, street furniture and signage on 23rd Street and Humboldt Street (west of Block 5).

8.2.11 Street Lighting

The Project street lighting system will be designed and constructed by the Developer within the proposed streets. The proposed street lighting will comply with the City of San Francisco standards.

8.2.12 Traffic Control and Signalization

The Project will design and construct traffic signals at the intersections of 23rd Street / Illinois Street and Humboldt Street / Illinois Street, in accordance with SFMTA standards, and subject to SFMTA review and approval.

8.3 Maintenance and Street Acceptance

The public streets will be maintained by the SFDPW. The Developer will be responsible for the maintenance of the public streets within the Project until such time as they are accepted by the City for maintenance and liability purposes.

Upon acceptance of the new and improved public streets by the City, responsibility for the operation and maintenance of the roadway and streetscape elements will be designated as defined in the City of San Francisco Municipal Code.

The private streets will be maintained by a Project Master Association or another entity created by the Developer to manage the long-term responsibility for the operation and maintenance of the private streets.

8.4 Phasing of Improvements

The proposed street system will be constructed in phases as depicted in the phasing plan, see Figure 1.3. Each Phase will connect to the existing streets as close to the perimeter of that Phase area as possible while maintaining safe access to the Project and surrounding areas. Repairs and or replacement of existing improvements will be made as necessary to serve the Phase.

The Phased Infrastructure may include deferring sidewalk and street planting zones until the building construction on adjacent Development Parcels is completed. Construction of each proposed Development Parcel and associated Phased Infrastructure may impact site accessibility. During construction of each Development Parcel and associated Phased Infrastructure, interim access shall be provided and maintained for active utility access and emergency vehicles, subject to San Francisco Fire Department ("SFFD") requirements, as necessary. Within active streets to remain open, pedestrian access shall be maintained on at least one side where adjacent to an active construction area.

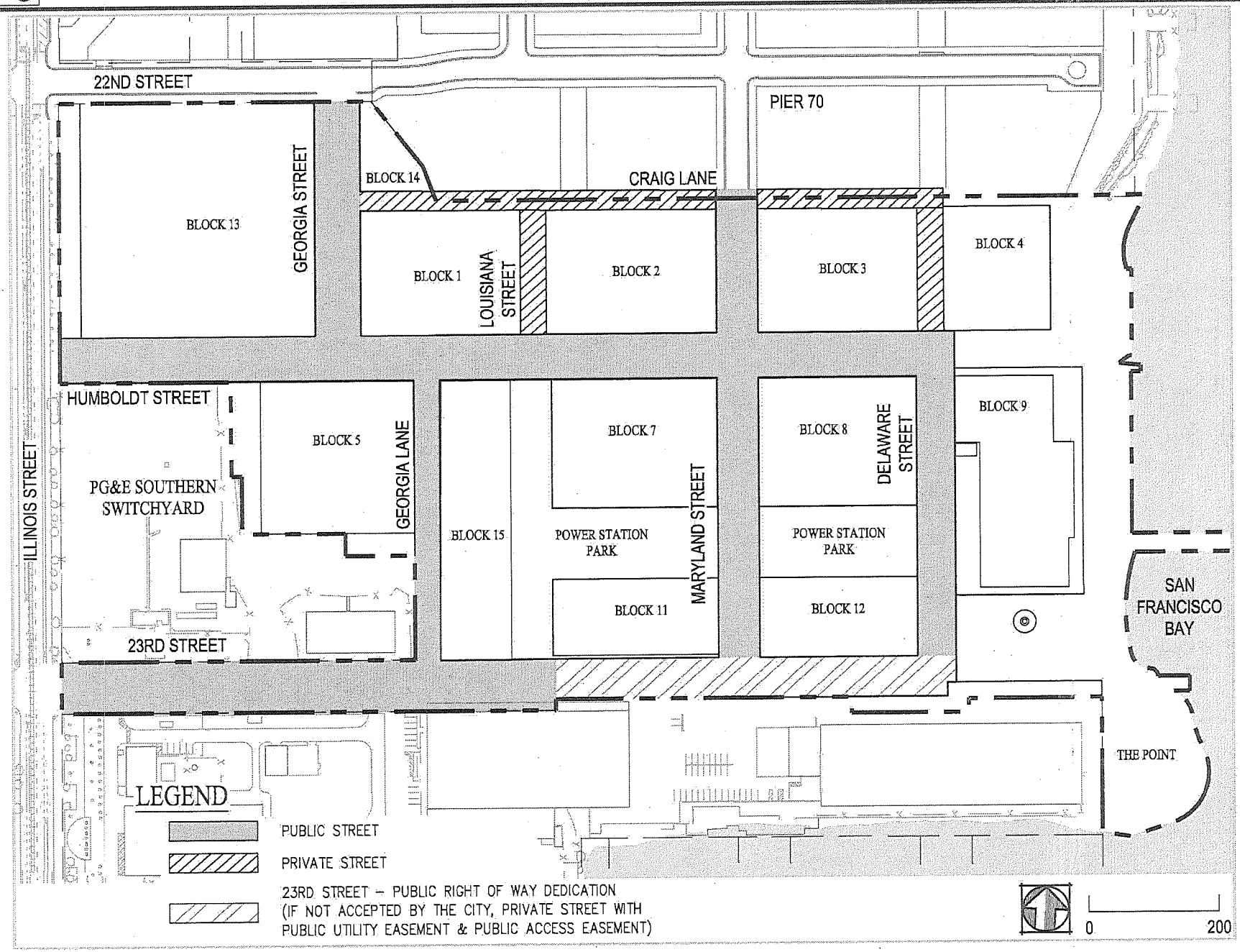


Figure 8.1 Proposed Street System

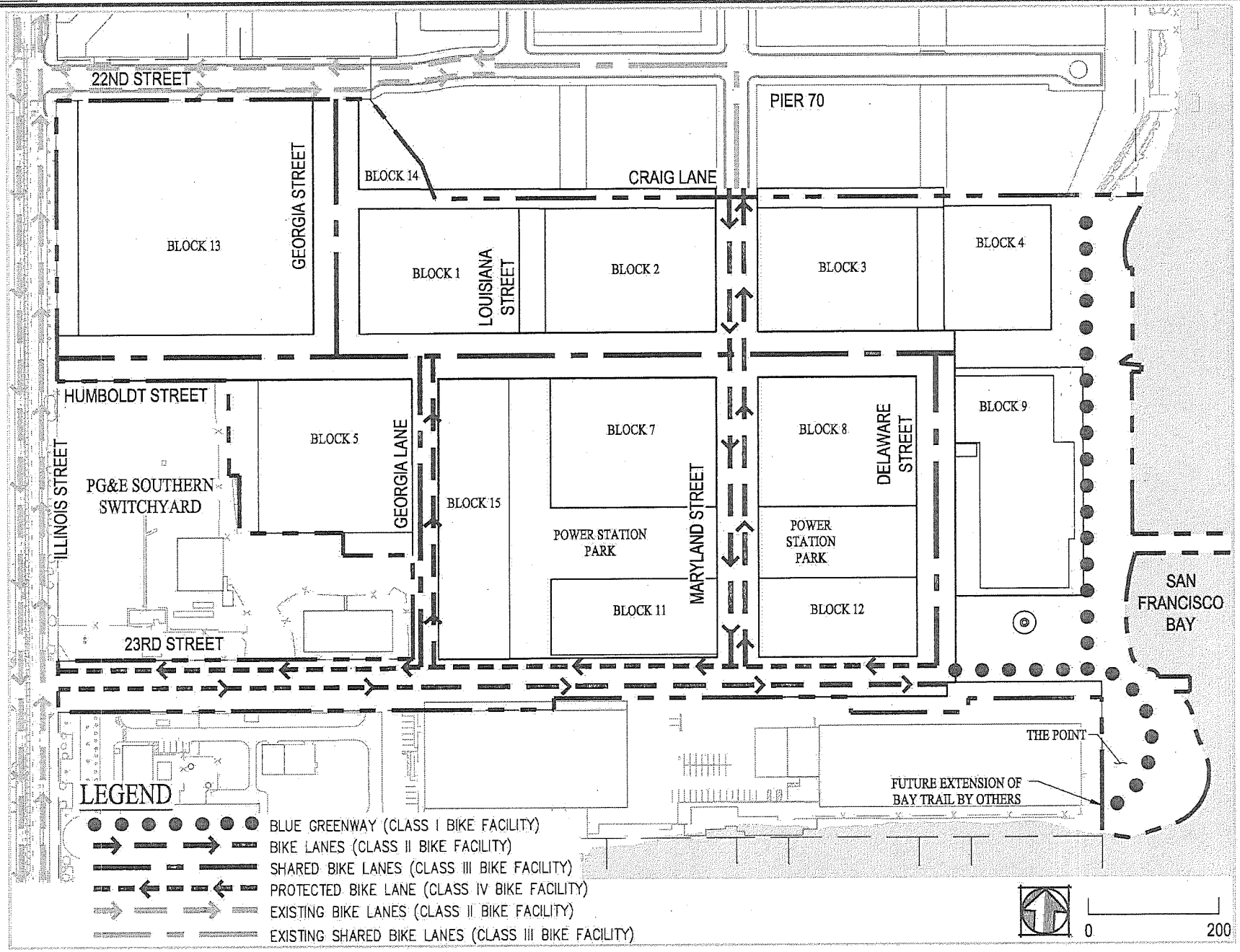


Figure 8.2 Proposed Bike Facilities

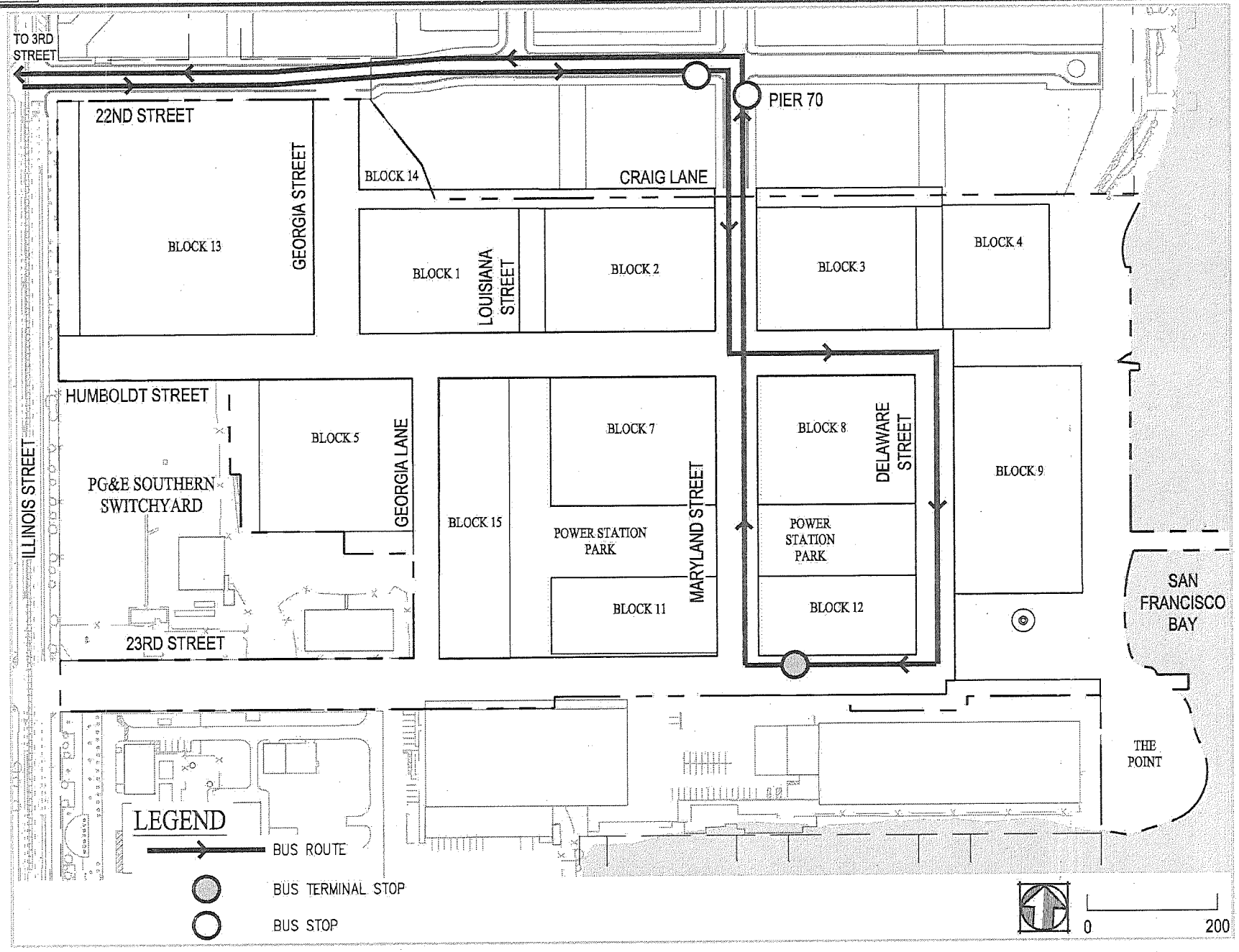


Figure 8.3 Planned Bus Route

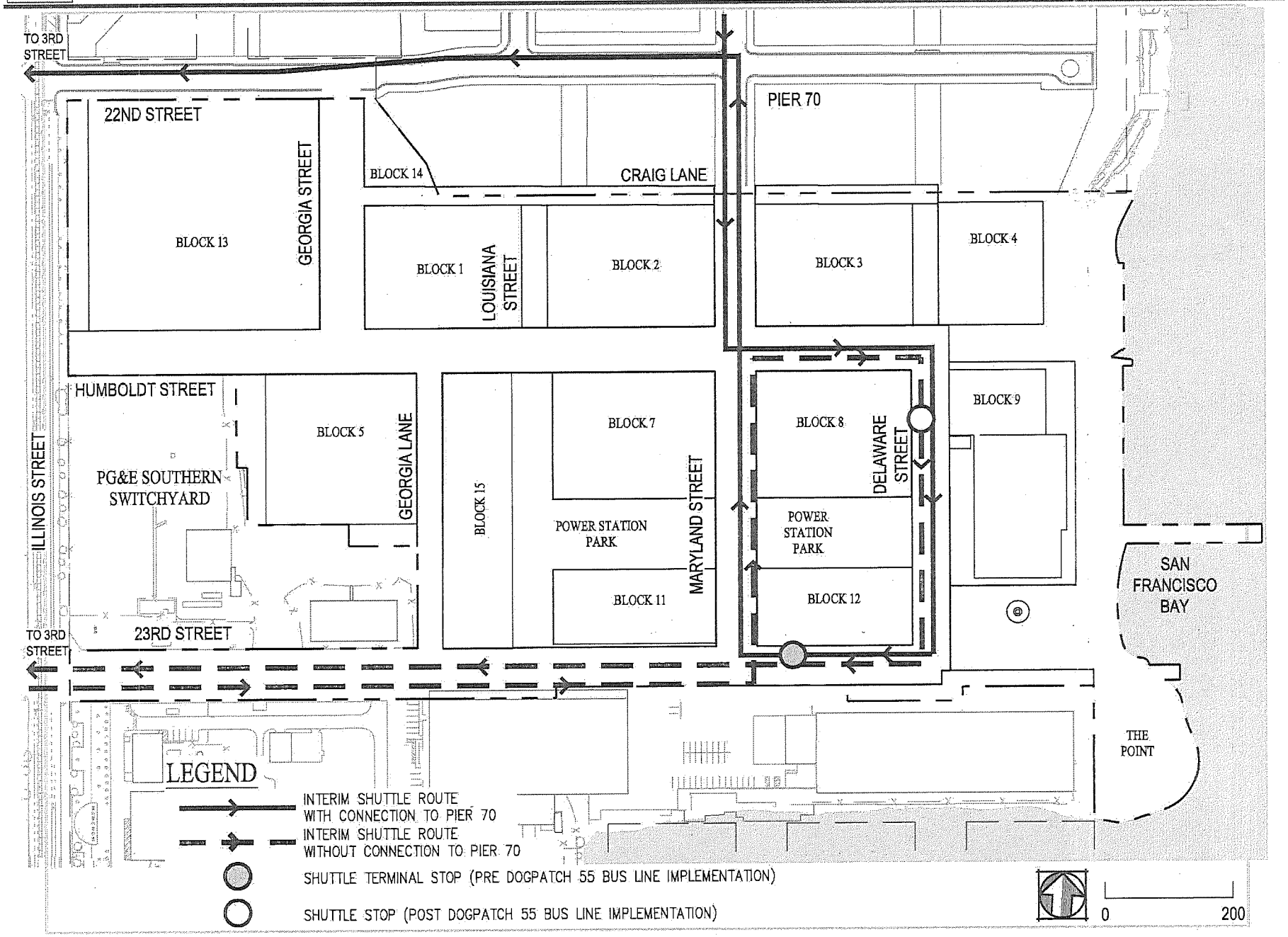


Figure 8.4 Planned Interim Shuttle Route

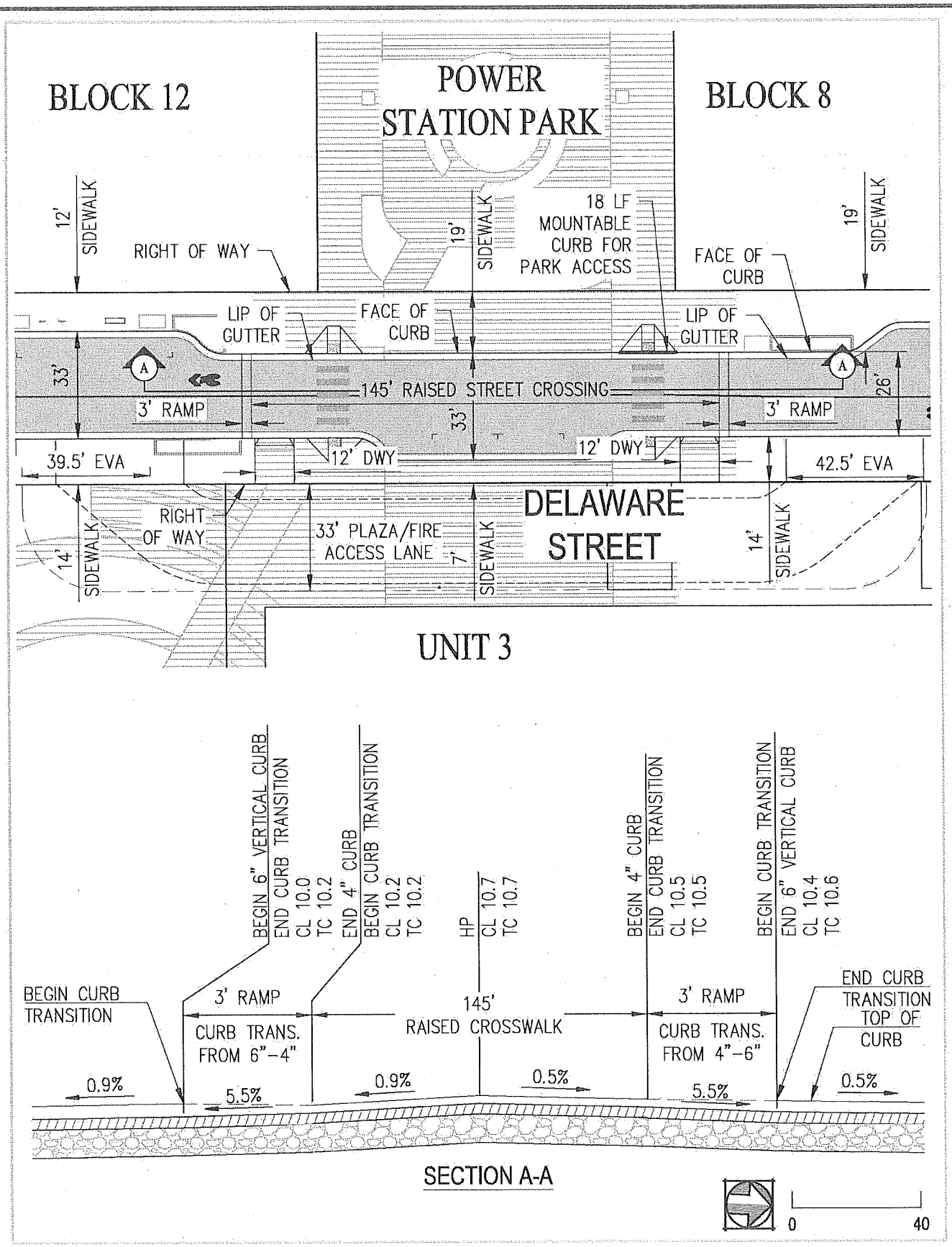


Figure 8.5 Raised Street Crossings – Delaware Street

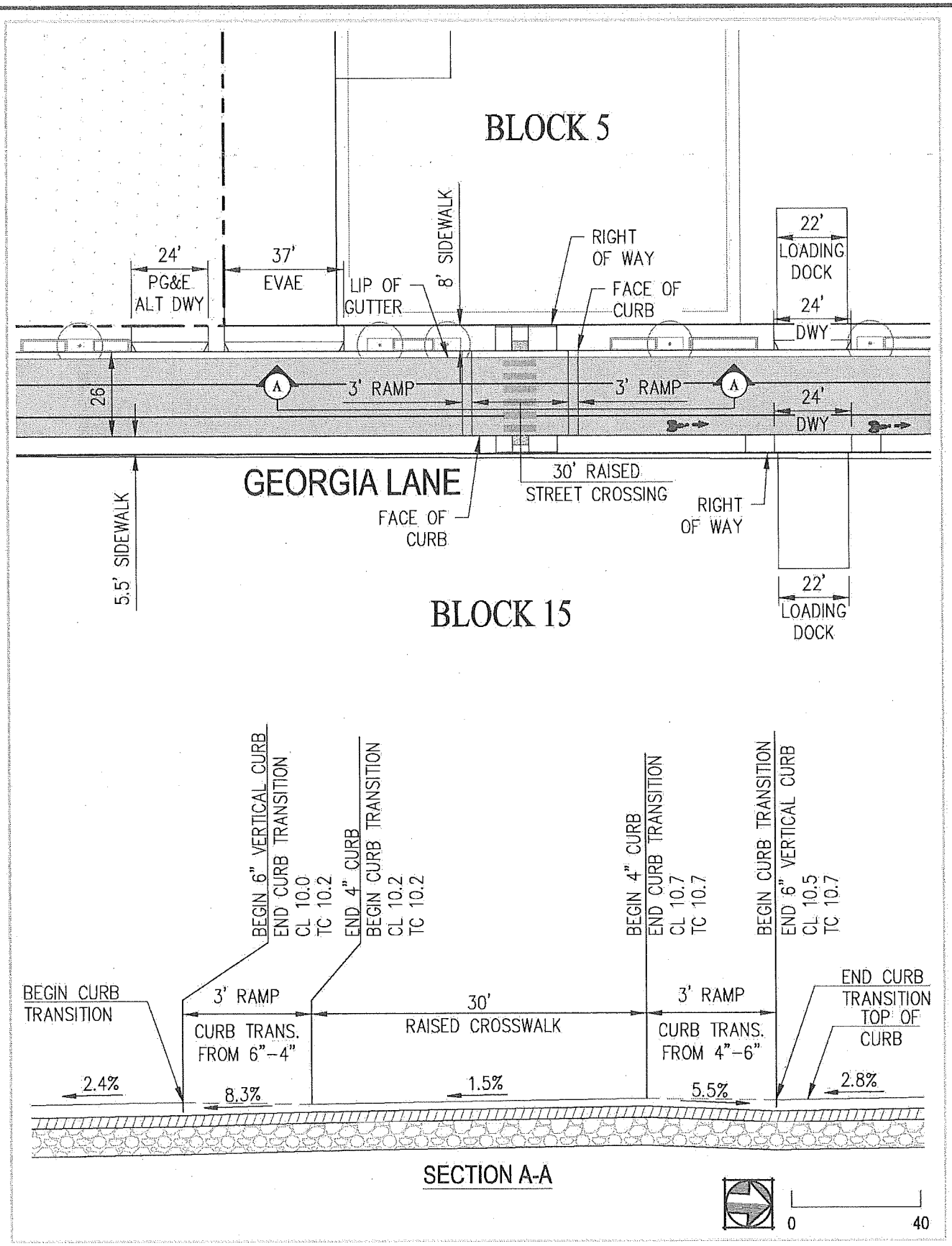


Figure 8.5 Raised Street Crossings – Georgia Lane

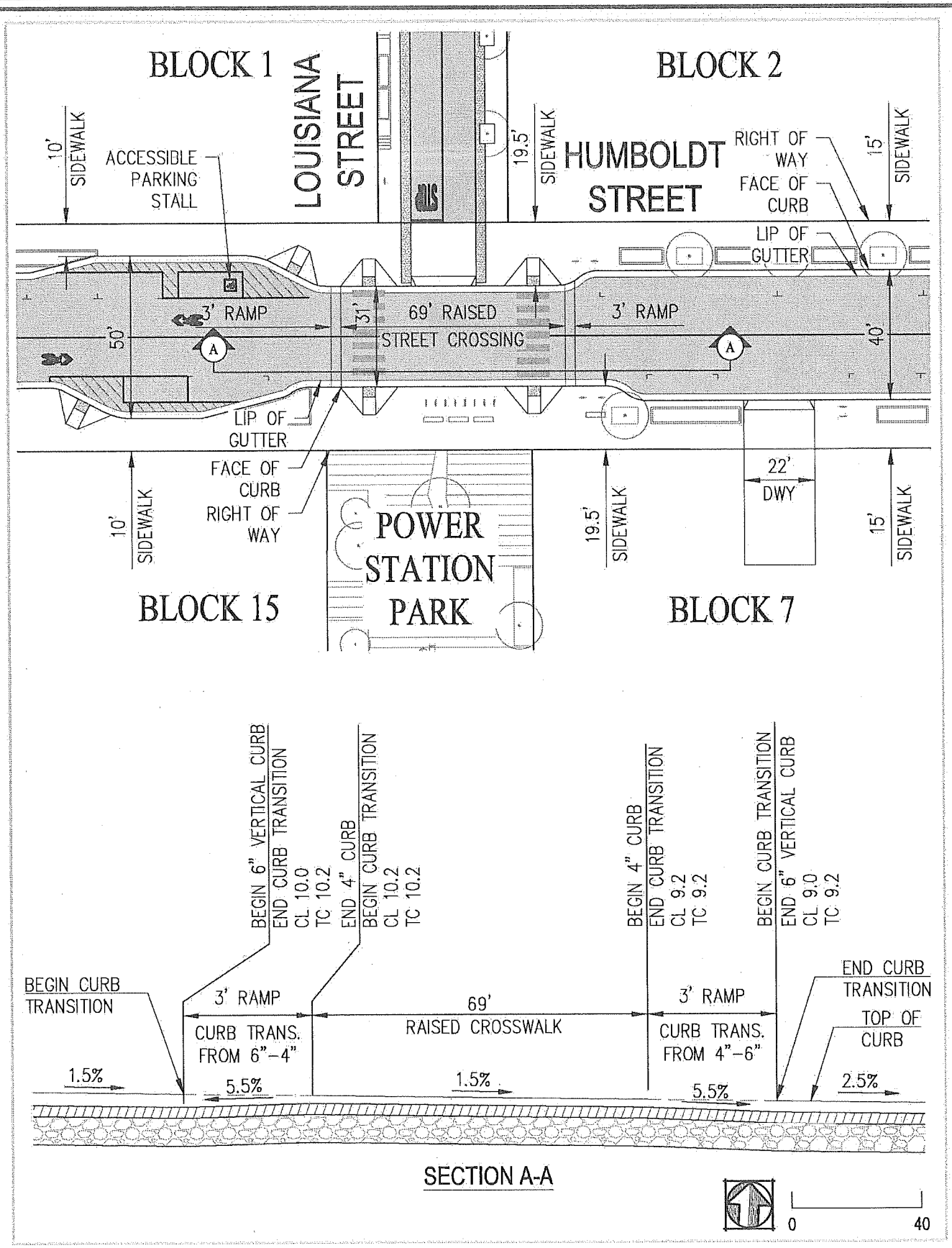


Figure 8.5 Raised Street Crossings – Humboldt Street

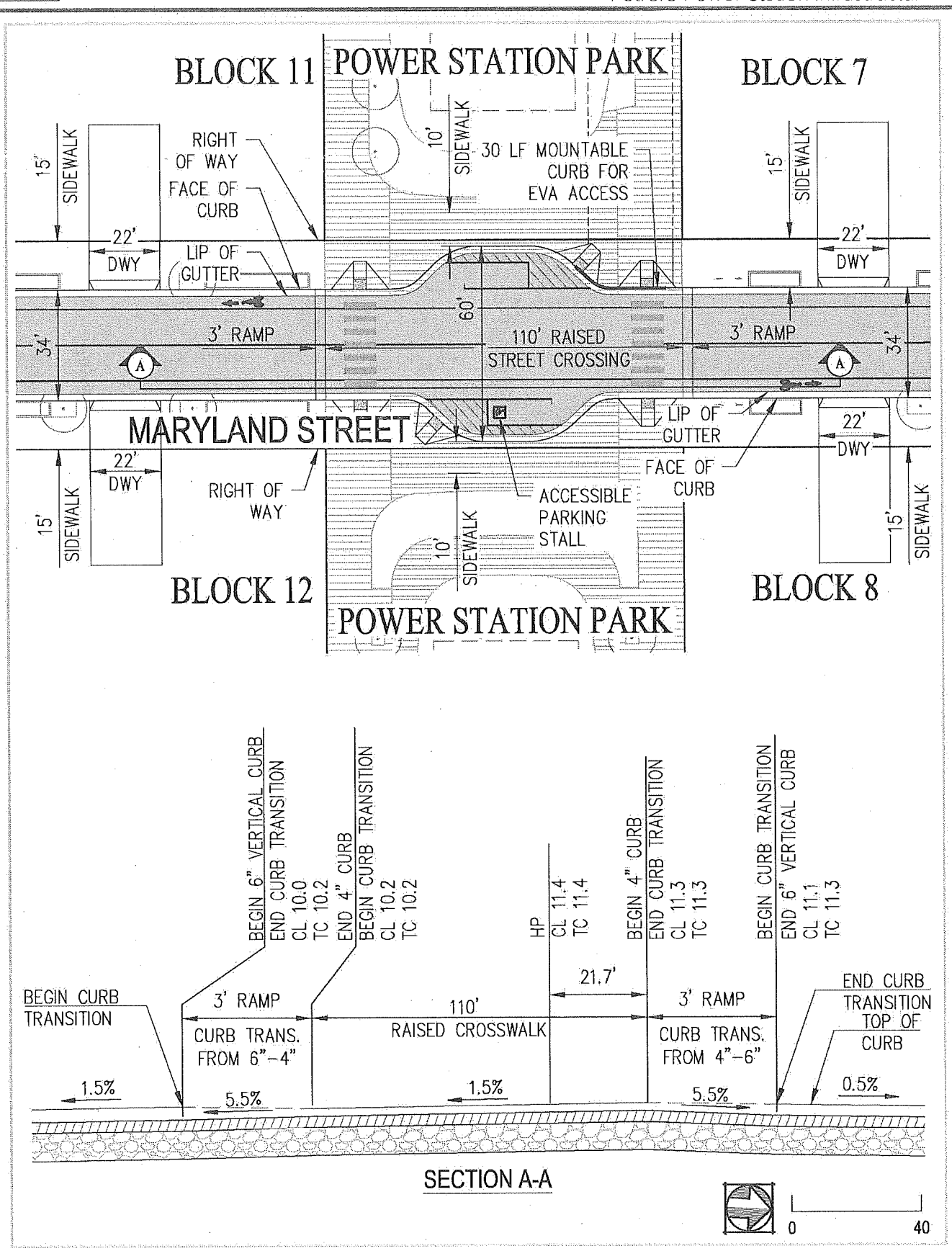


Figure 8.5 Raised Street Crossings – Maryland Street

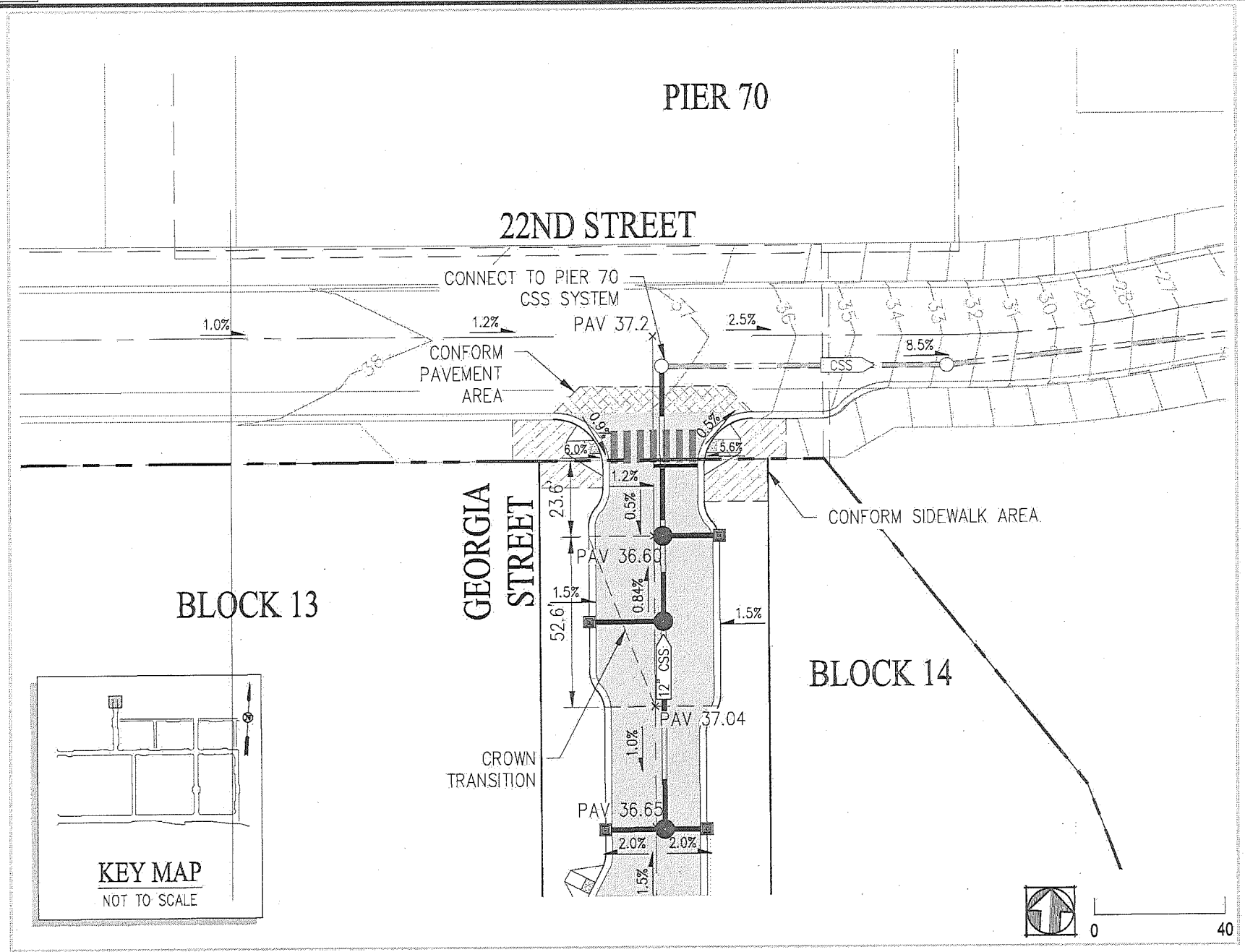
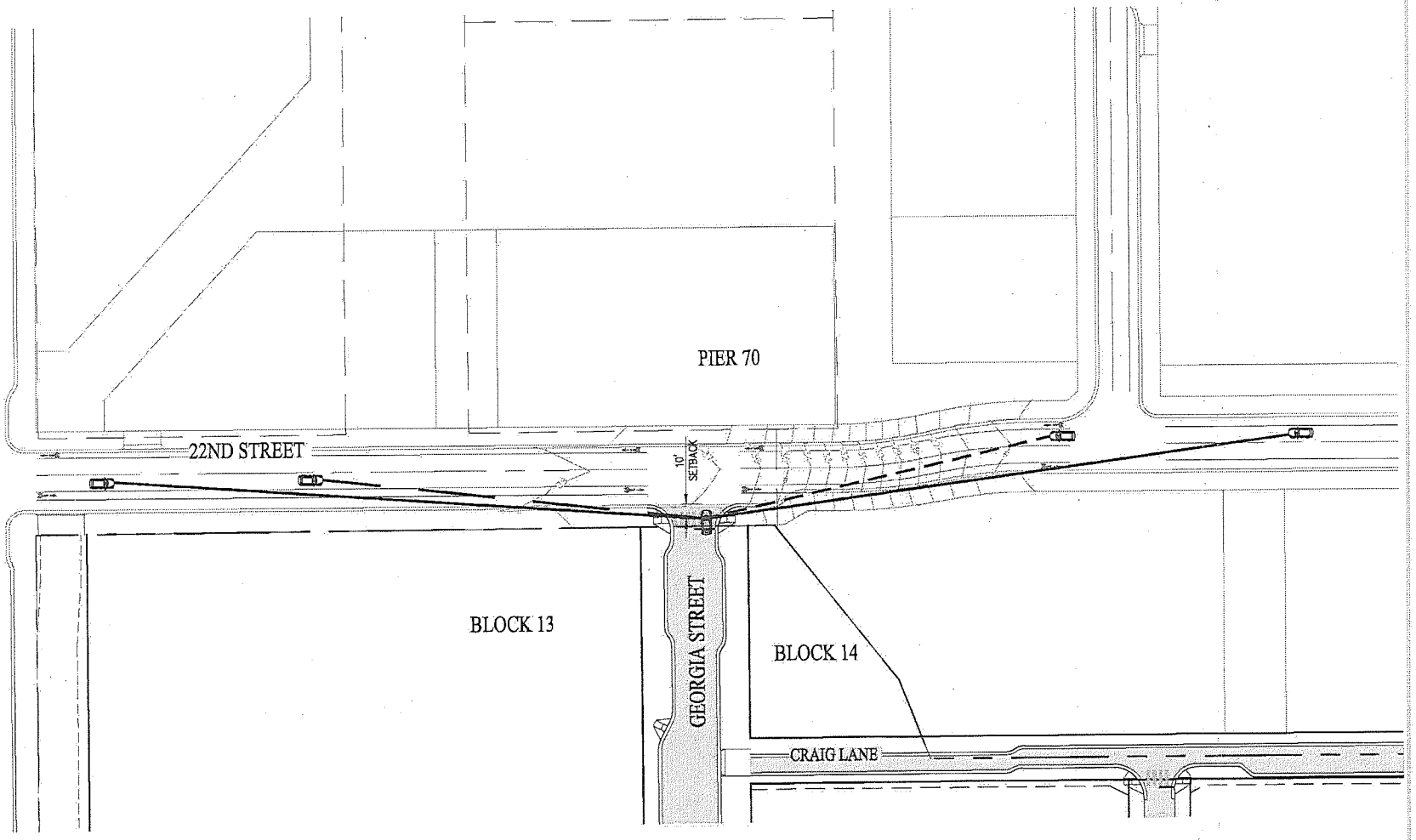


Figure 8.6 22nd Street & Georgia Street Intersection Preliminary Grading



NOTES:

1. DESIGN SPEED = 35 MPH (POSTED 25 MPH)
2. CREST VERTICAL CURVE STOPPING SIGHT DISTANCE PER CALTRANS HIGHWAY DESIGN MANUAL FIGURE 201.4
3. CORNER SIGHT DISTANCE PER CALTRANS HIGHWAY DESIGN MANUAL TABLE 405.1A
4. STOPPING SIGHT DISTANCE PER CALTRANS HIGHWAY DESIGN MANUAL TABLE 201.1

LEGEND

CORNER SIGHT DISTANCE (385')

STOPPING SIGHT DISTANCE (250')

VERTICAL CURVE STOPPING SIGHT DISTANCE (233')

0 100

Figure 8.7 22nd Street & Georgia Street Intersection Sight Distances

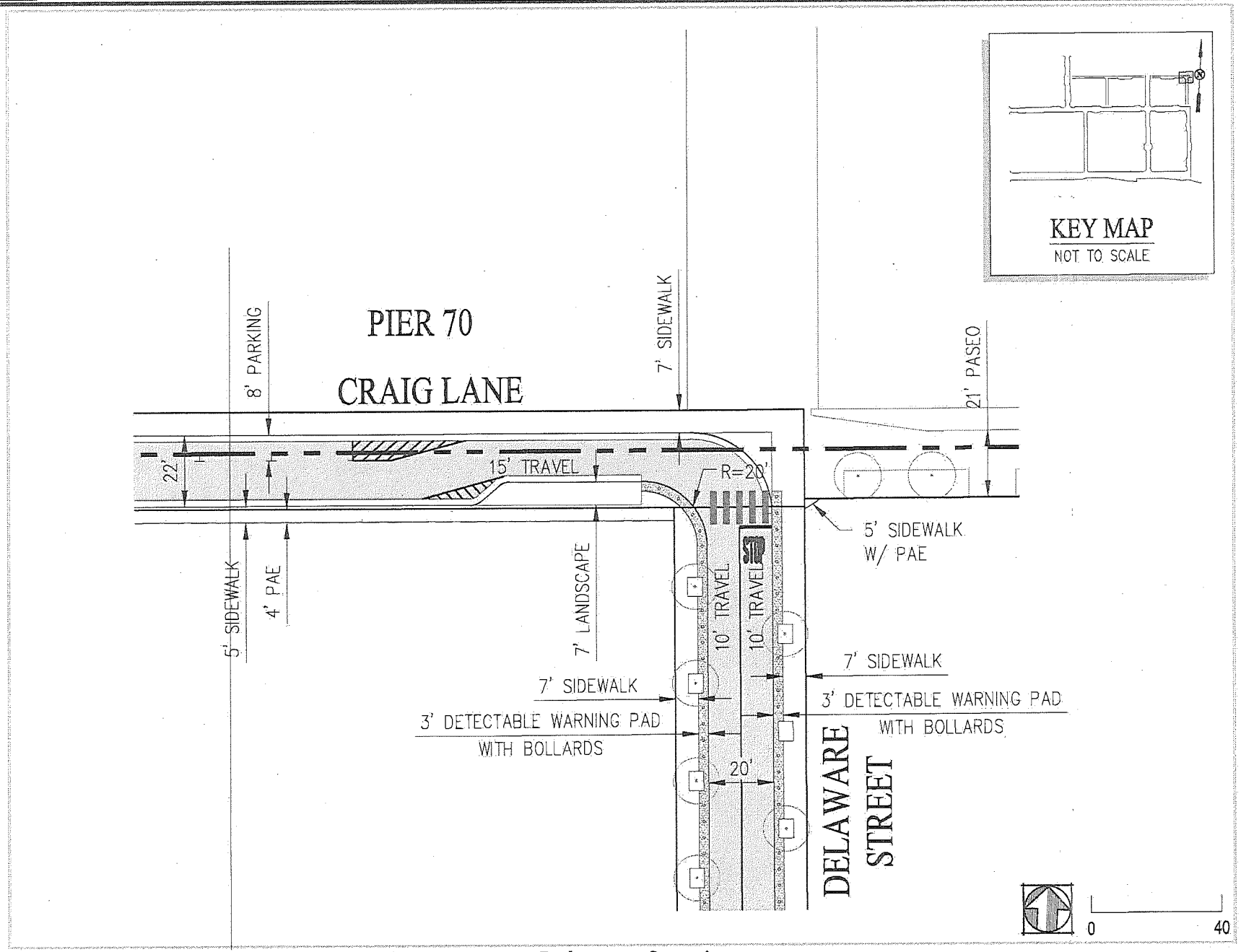


Figure 8.8 Intersection Geometry (Craig Lane & Delaware Street)

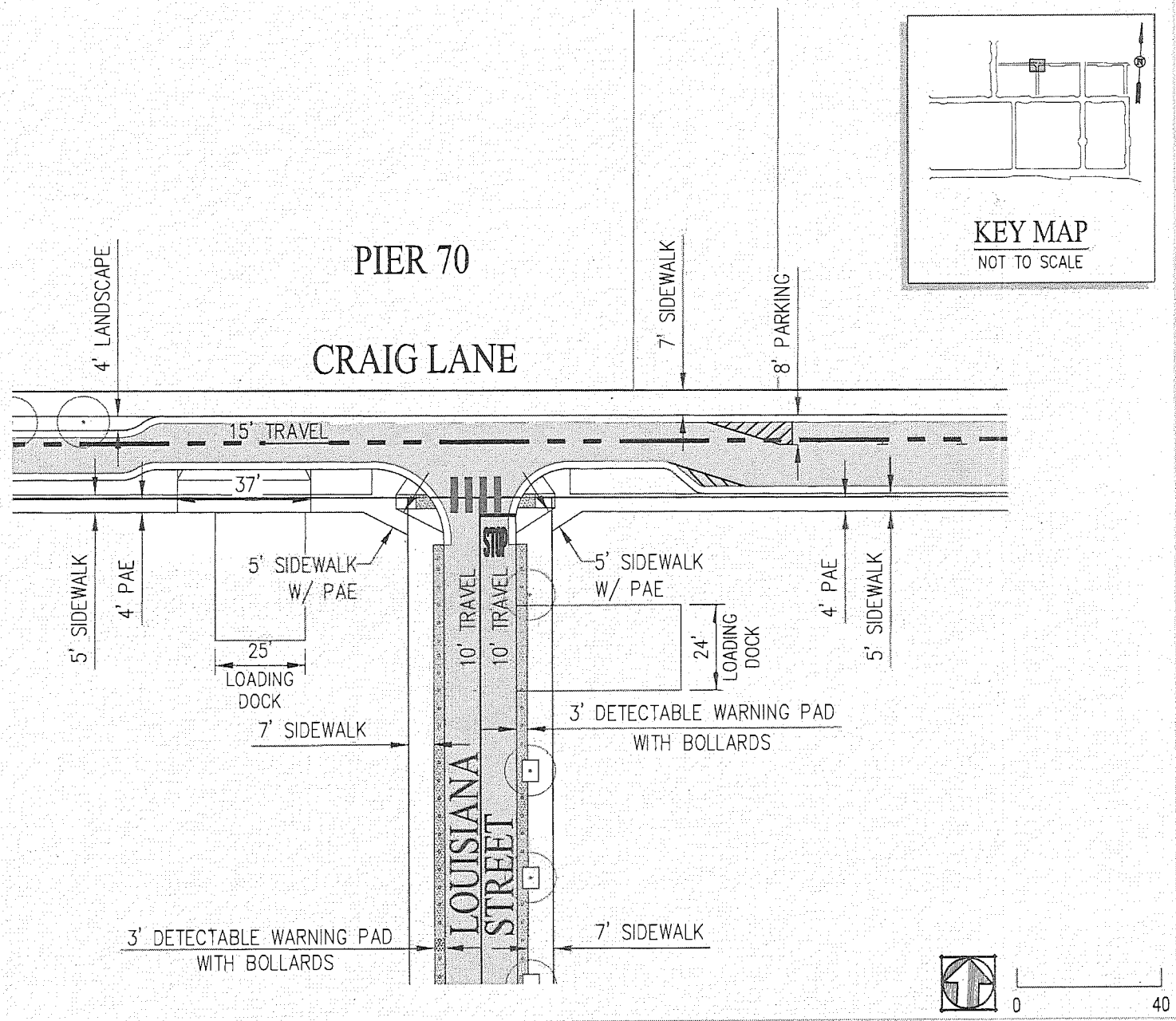


Figure 8.8 Intersection Geometry (Louisiana Street & Craig Lane)

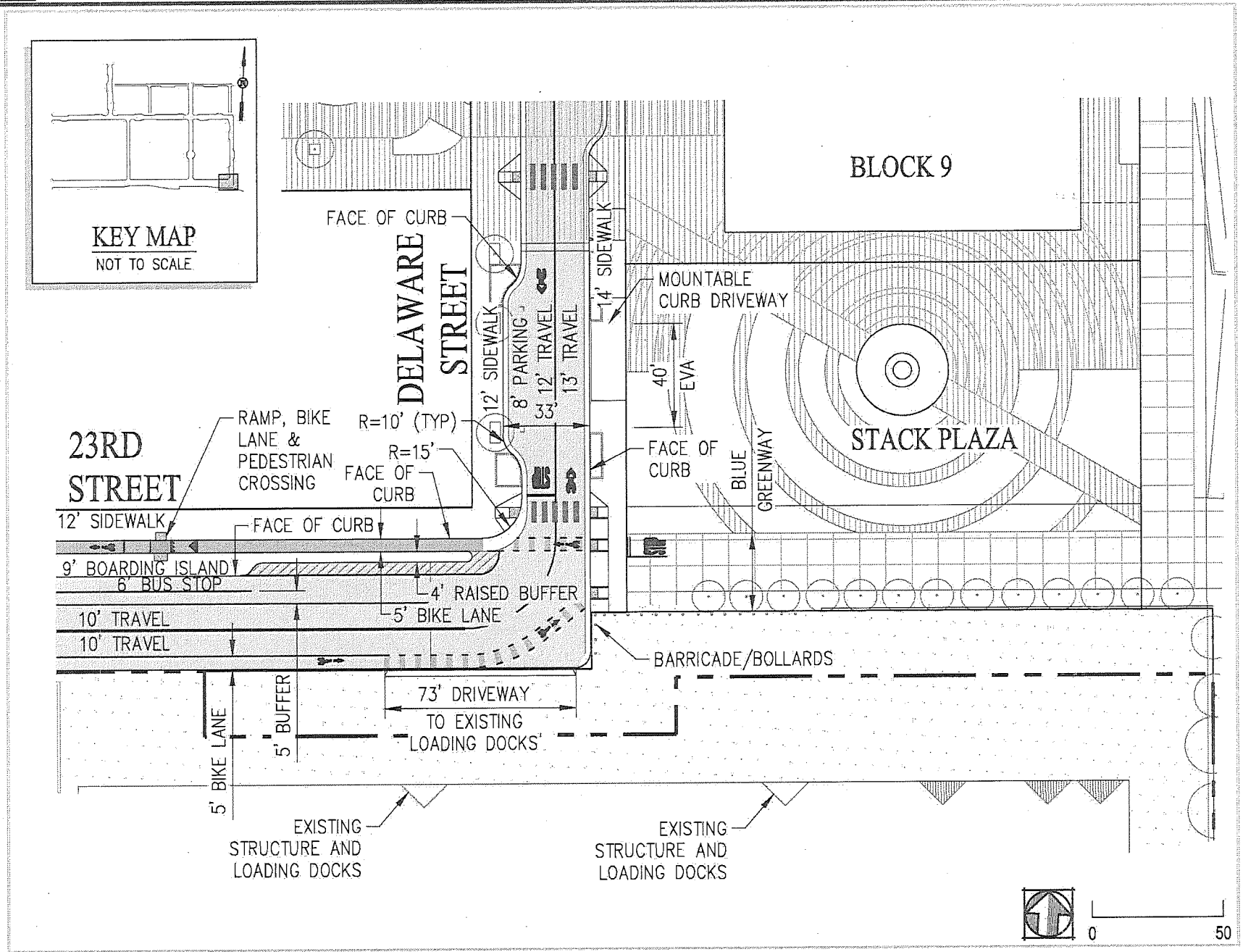


Figure 8.8 Intersection Geometry (23rd Street & Delaware Street)

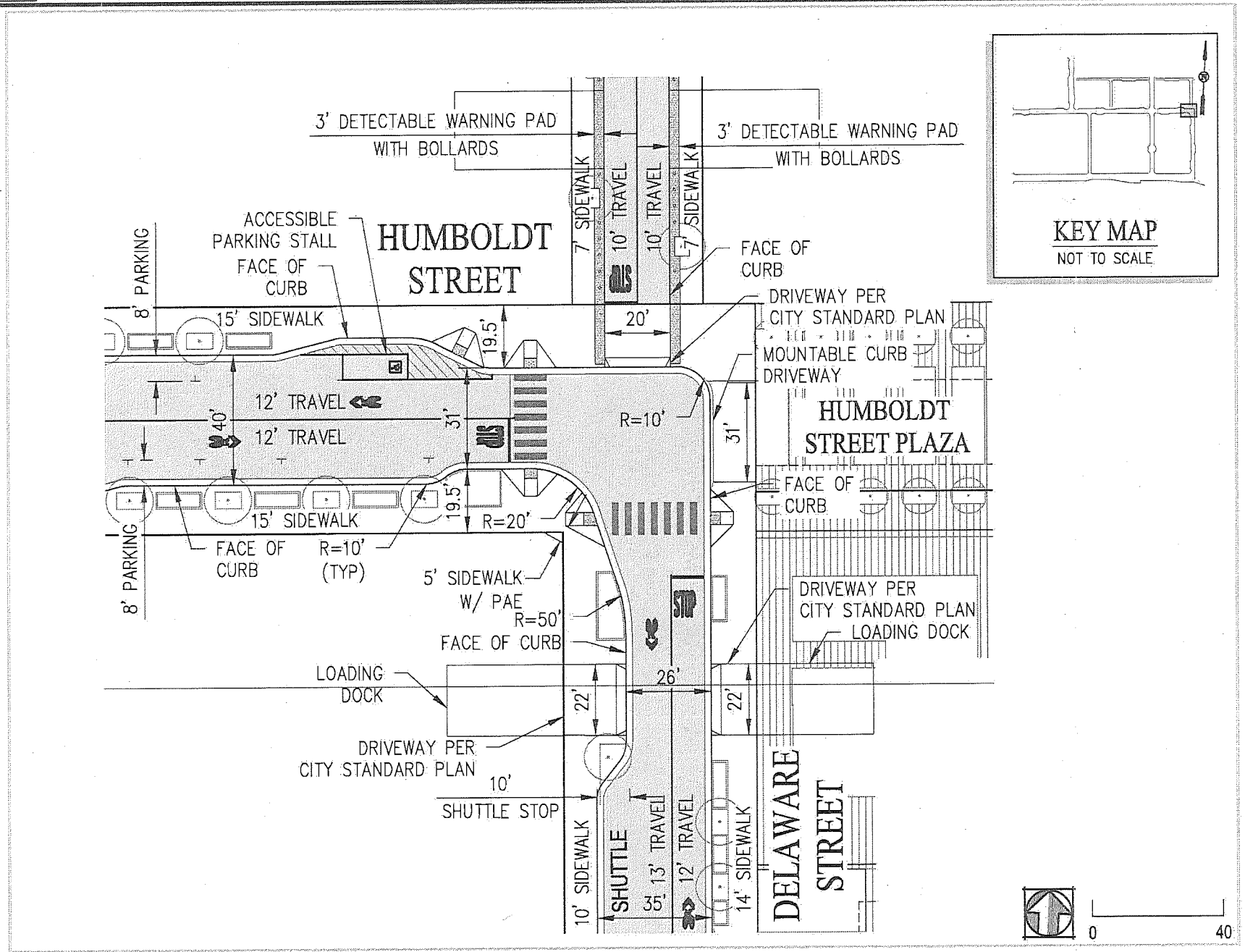


Figure 8.8 Intersection Geometry (Delaware Street & Humboldt Street)

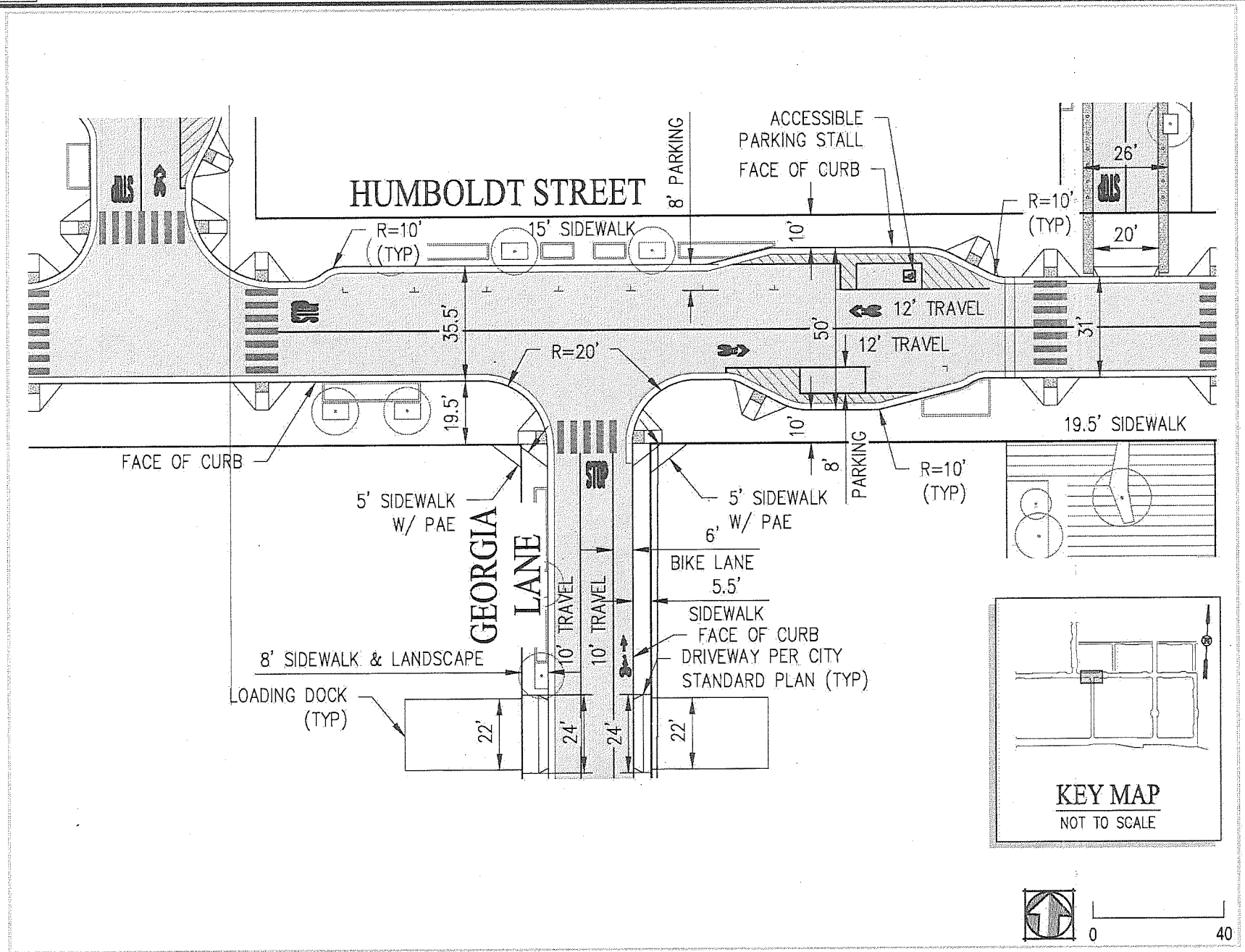


Figure 8.8 Intersection Geometry (Georgia Lane & Humboldt Street)

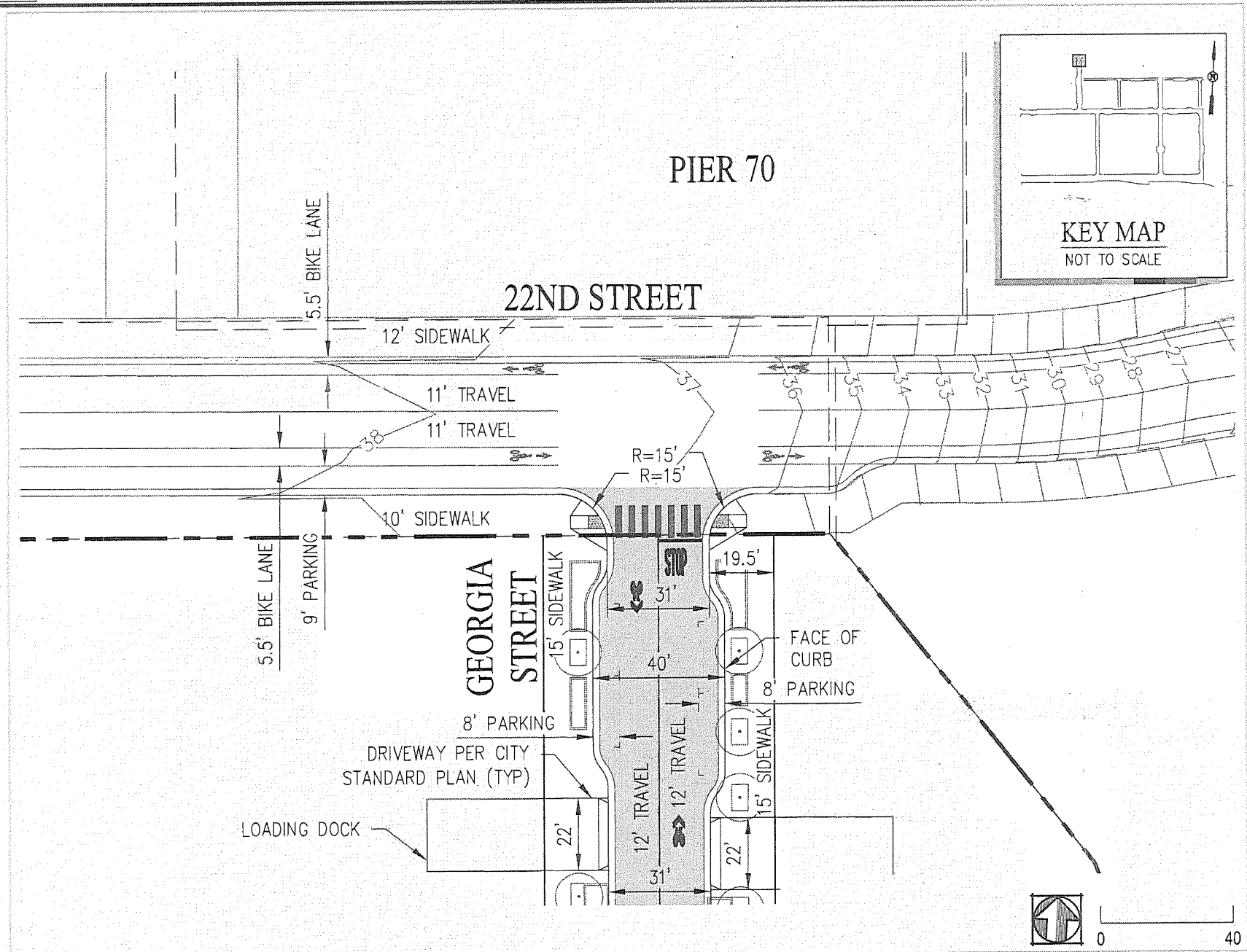


Figure 8.8 Intersection Geometry (Georgia Street & 22nd Street)

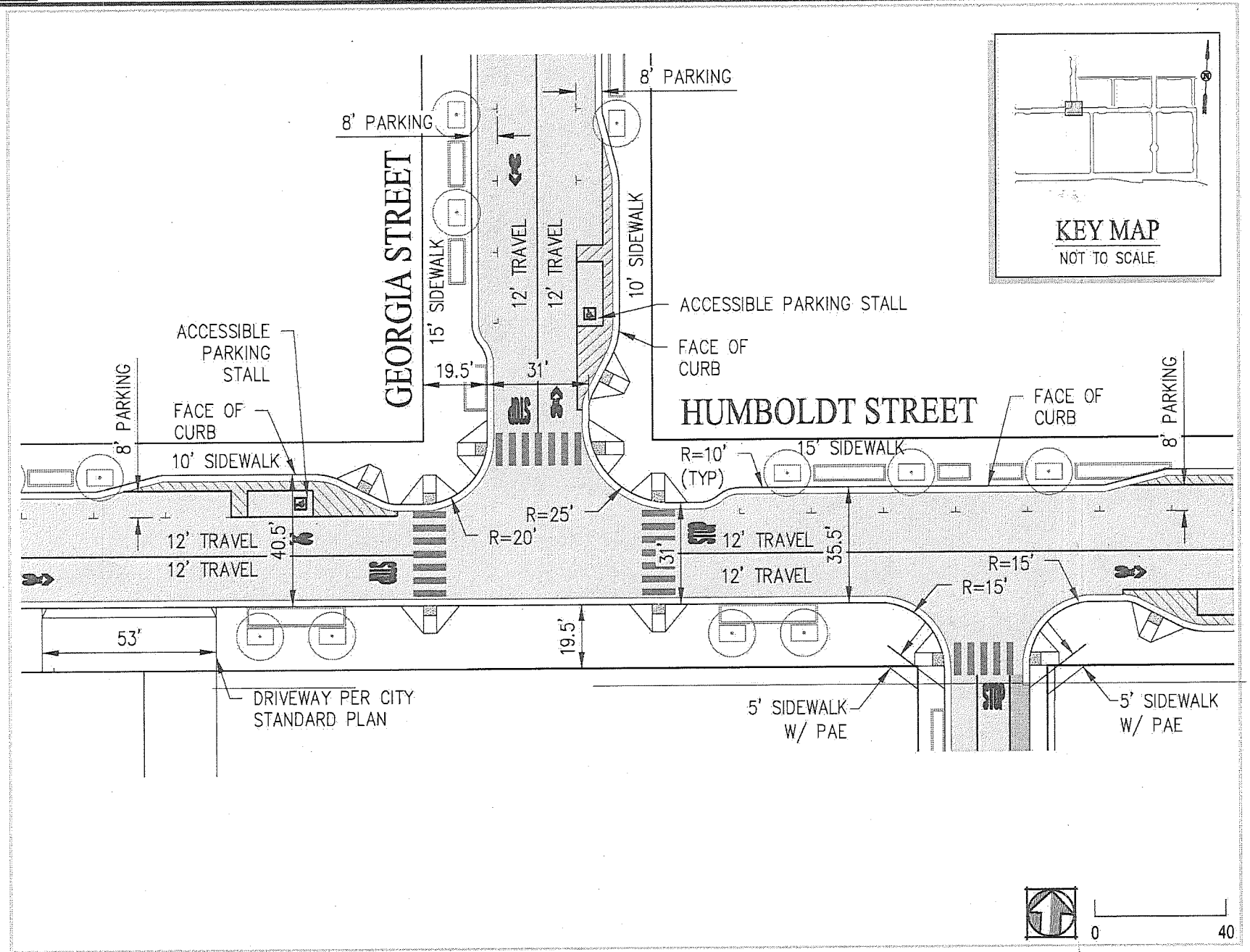


Figure 8.8 Intersection Geometry (Georgia Street & Humboldt Street)

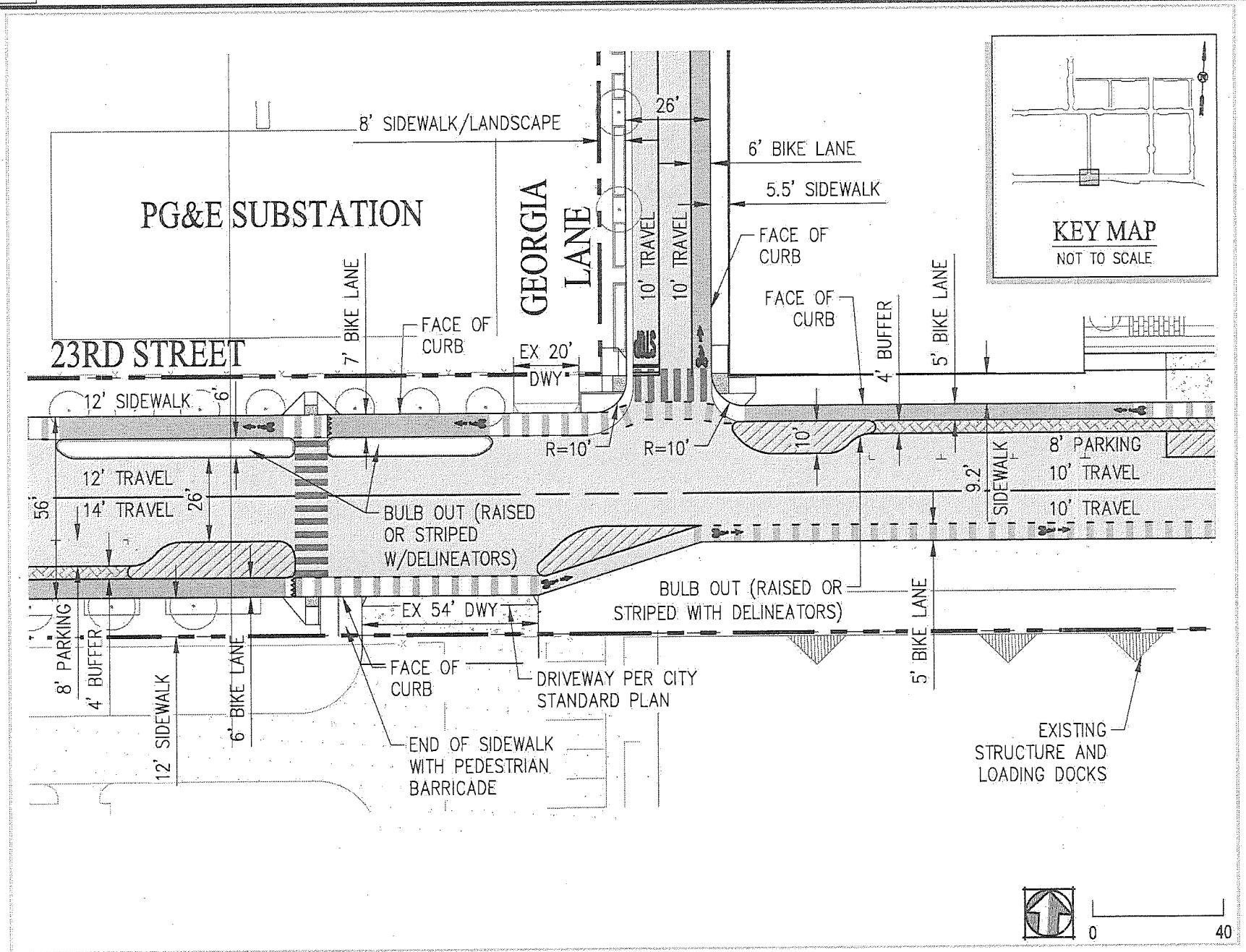


Figure 8.8 Intersection Geometry (23rd Street & Georgia Lane)

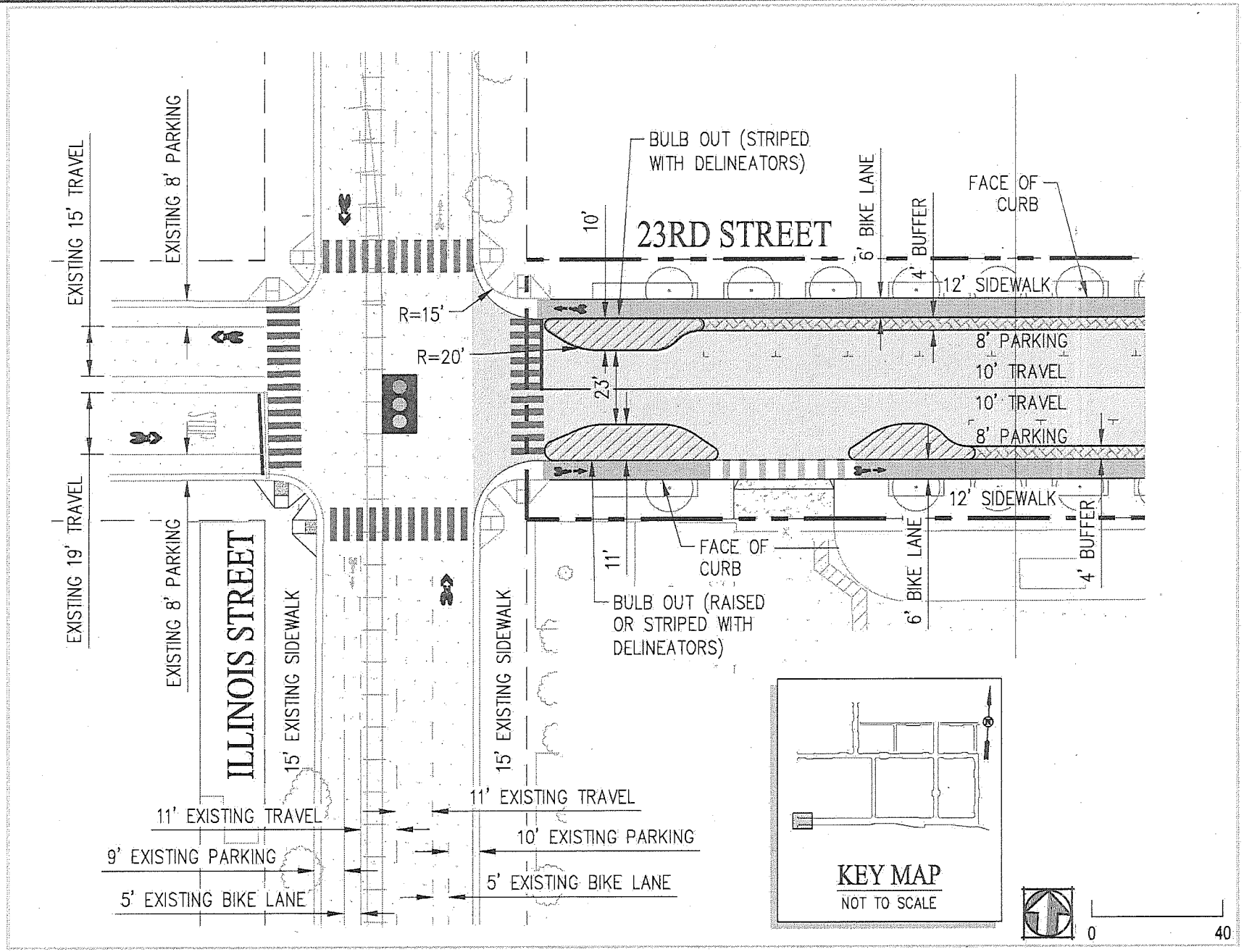


Figure 8.8 Intersection Geometry (Illinois Street & 23rd Street)

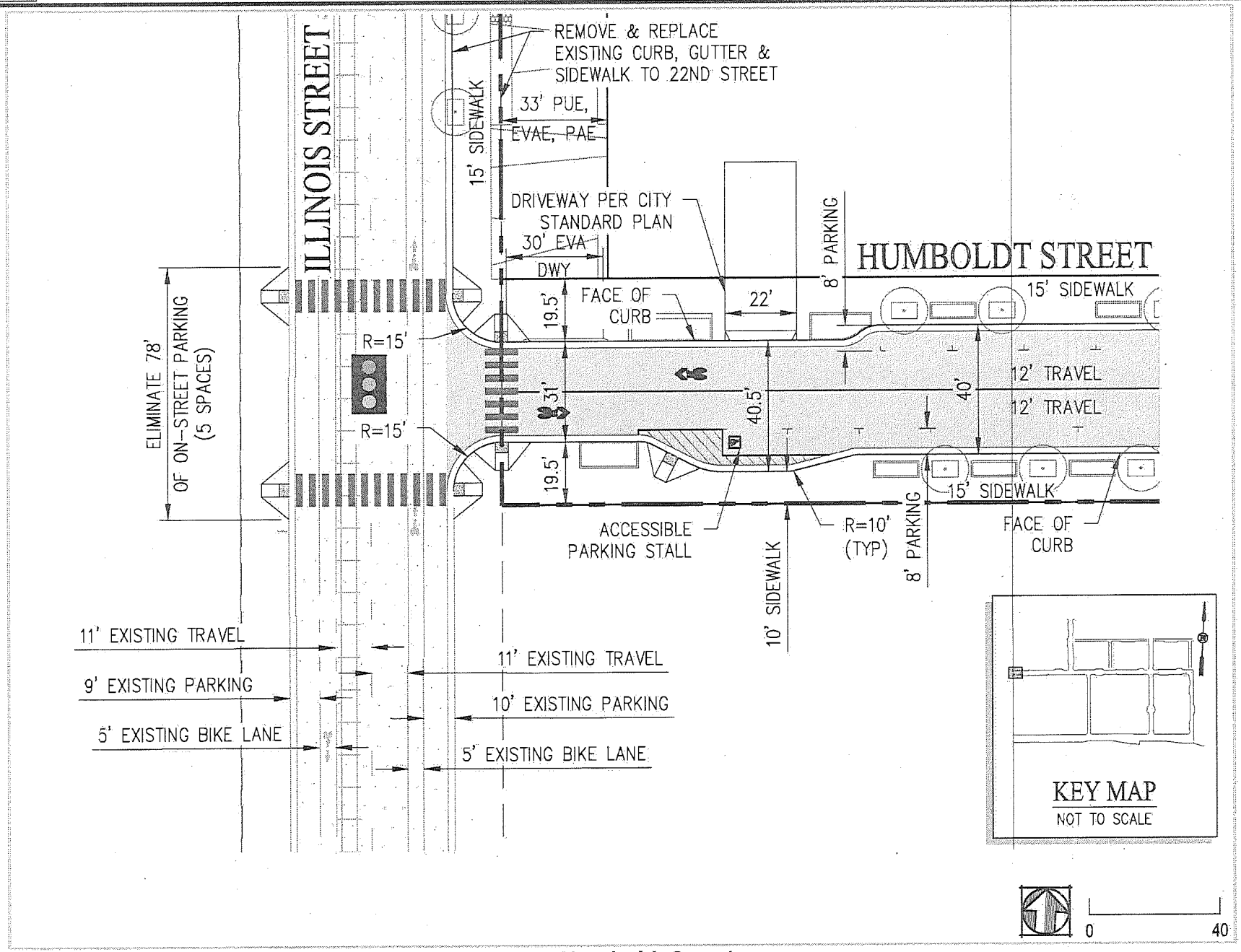


Figure 8.8 Intersection Geometry (Illinois Street & Humboldt Street)

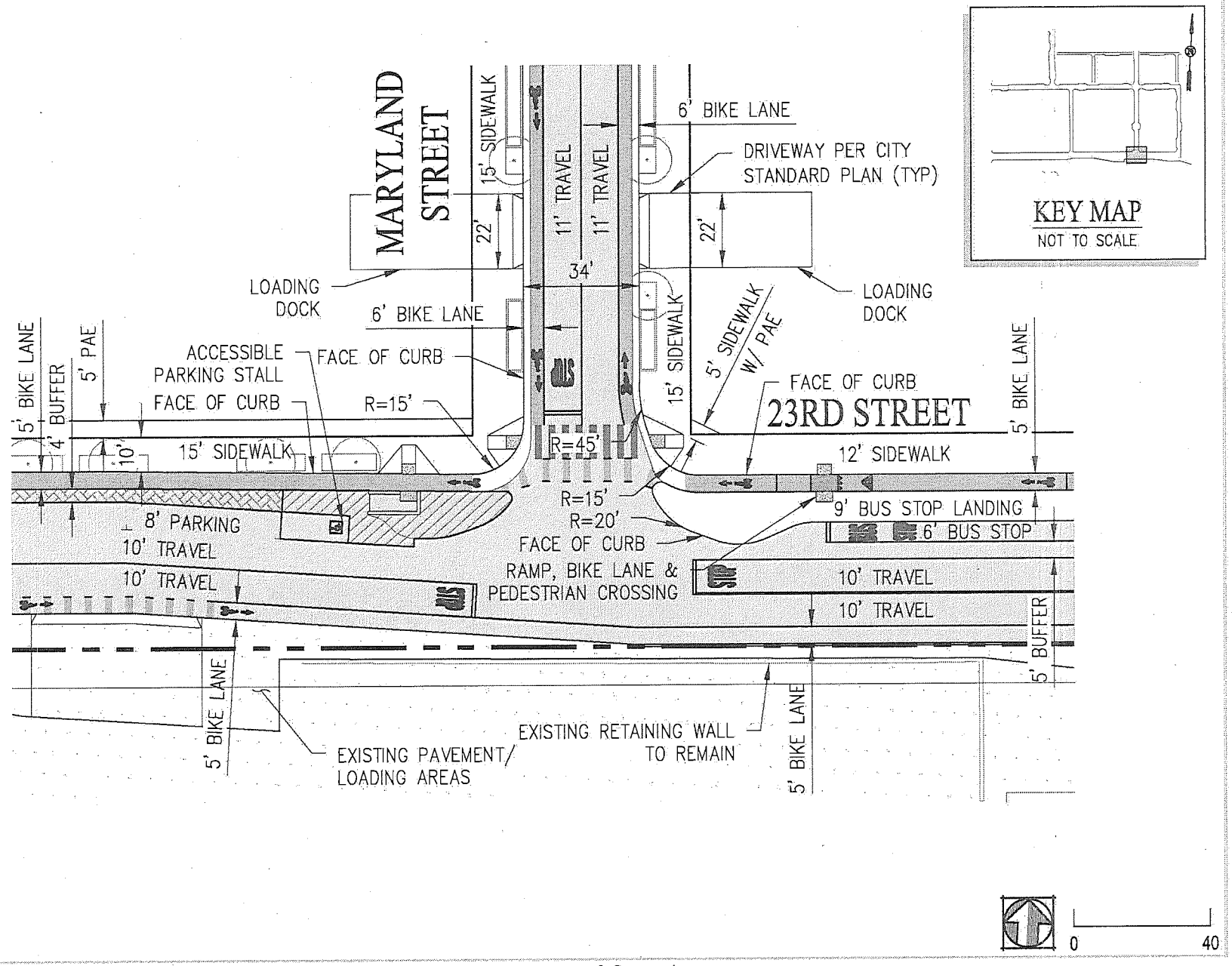


Figure 8.8 Intersection Geometry (Maryland Street & 23rd Street)

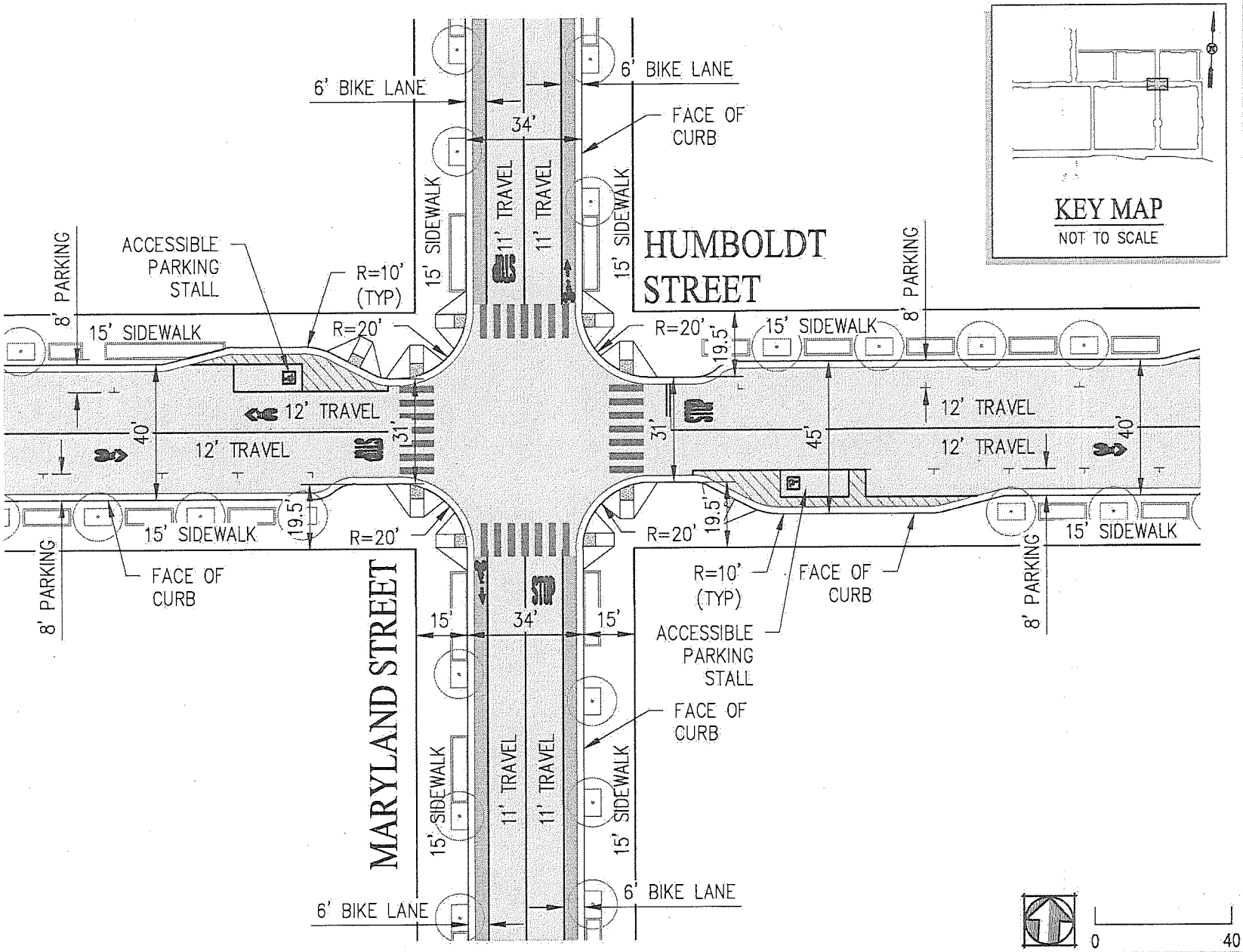
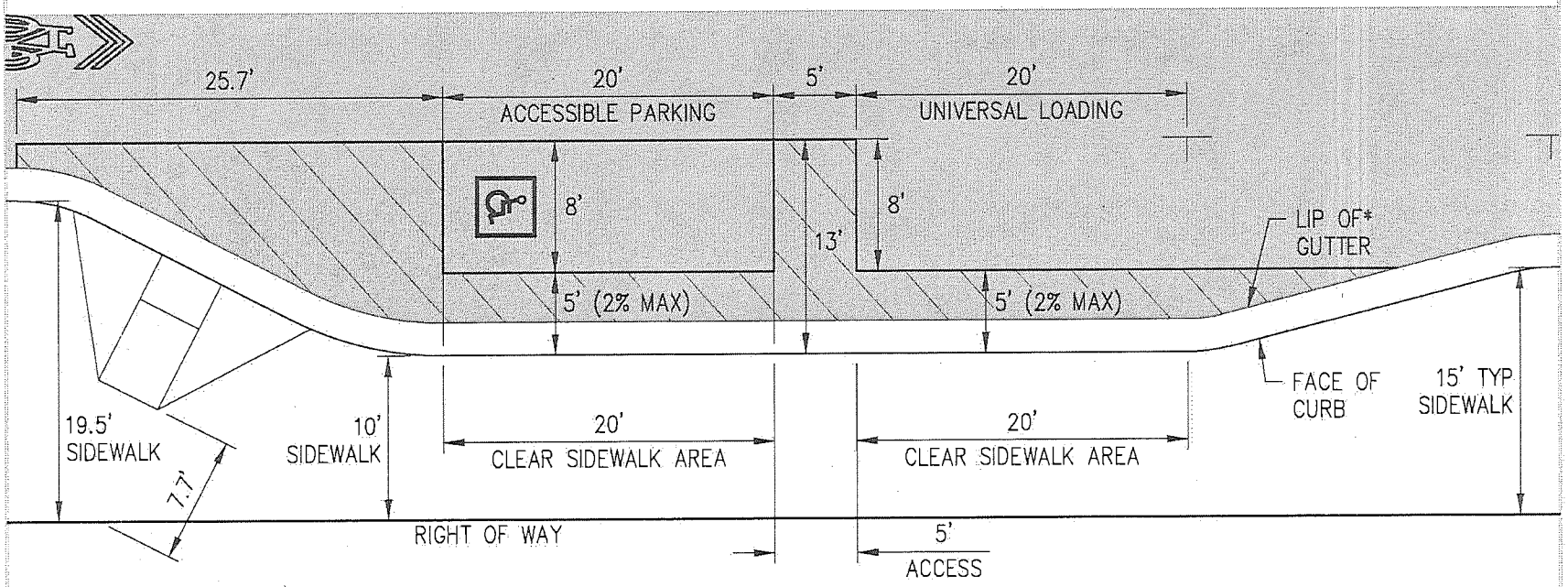


Figure 8.8 Intersection Geometry (Maryland Street & Humboldt Street)



*GUTTER PAN NOT TO EXCEED 2% ALONG UNIVERSAL LOADING STALL, ACCESSIBLE PARKING STALL OR IN FRONT OF SIDEWALK RAMP

0 10

Figure 8.9 Typical Configuration of On-Street Universal Loading and Accessible Parking Stalls

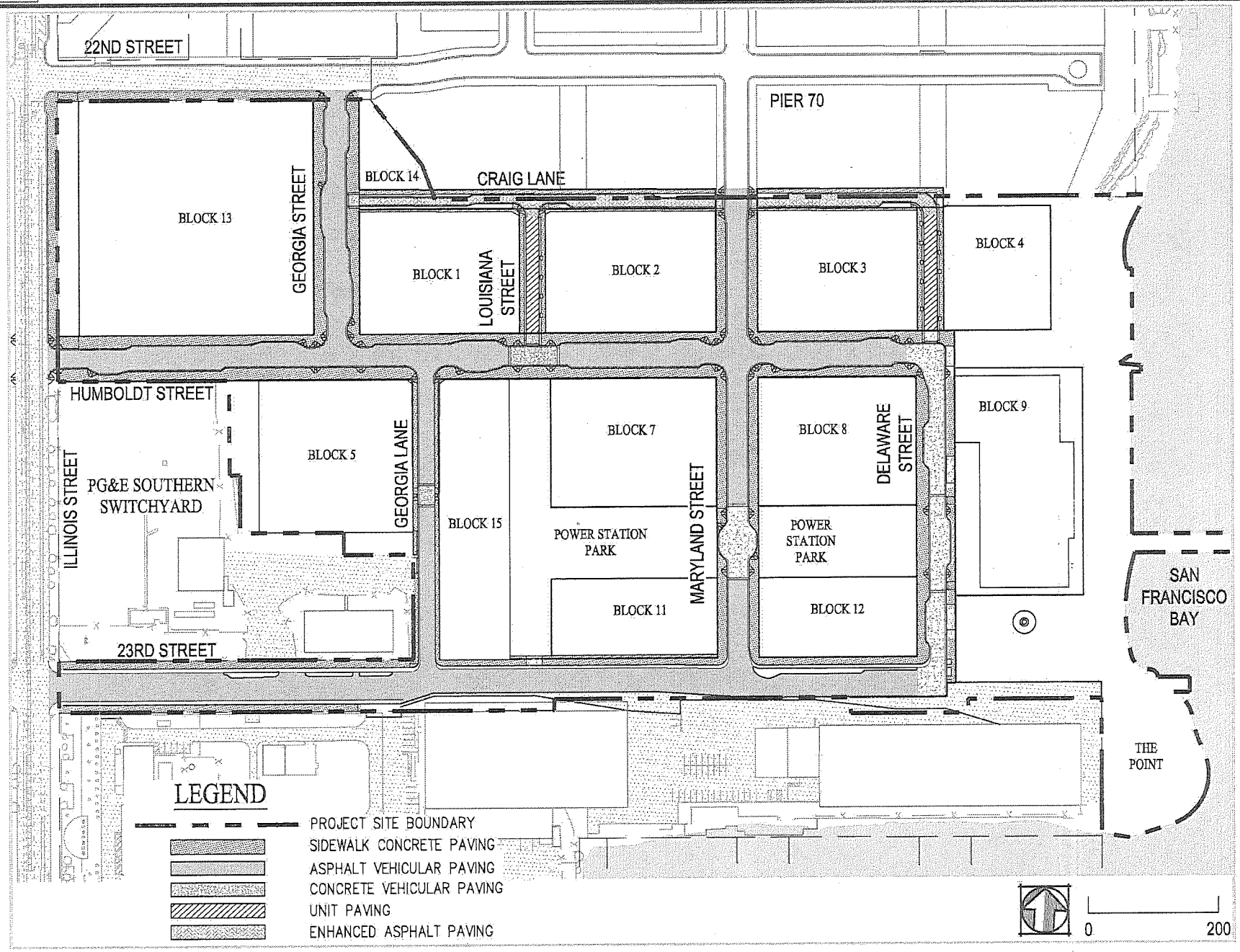


Figure 8.10 Pavement Surfaces

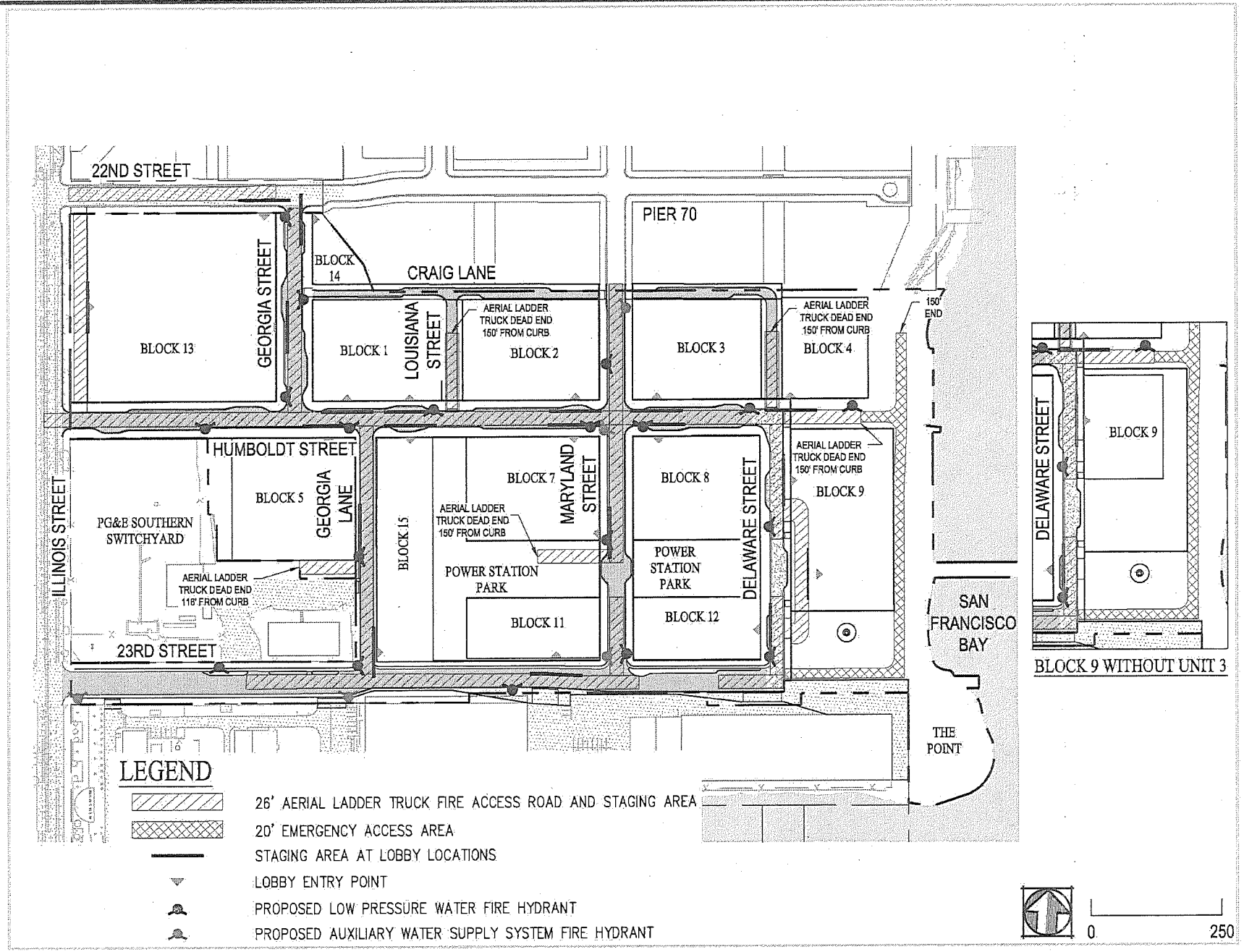


Figure 8.11 Fire Access Plan

9 OPEN SPACE

9.1 Proposed Open Spaces Areas

The proposed Project will provide approximately 6.9 acres of publicly accessible open space. The following is a summary of the major components of the open space network. Please see the D4D Open Space section for a detailed description of the Open Space System. These improvements are intended to complement the planned, adjacent Pier 70 Mixed-Use District open space improvements, extend the Blue Greenway and Bay Trail through the project site, and create an urban waterfront space. The Developer's infrastructure obligations include the design and construction of the open space and park improvements. Key components of the open space program area are described below.

9.1.1 Waterfront Open Space

This proposed approximately 4.0-acre waterfront park will extend the Blue Greenway and Bay Trail from the Pier 70 Mixed-Use District project through the Project Site, and provide spill-out spaces for retail, quiet spaces, and waterfront viewing terraces and recreational area. Additional amenities could include trellis structures, barbeques, a recreational dock, and public art.

9.1.2 Power Station Park and Louisiana Paseo

This proposed 1.92-acre central green space will extend east-west through the interior of the Project Site and connect the Louisiana Paseo to the waterfront. This park could contain play or fitness structures, art, trellis structures, and outdoor picnic areas. Louisiana Paseo will provide flexible use urban plaza spaces.

9.1.3 Rooftop Soccer Field

A public open space is proposed on a portion of the roof of the district parking garage. This rooftop open space would include benches and a screened 0.68-acre U-10 soccer field. The rooftop soccer field will be accessible from the street level by an elevator.

9.1.4 Illinois Plaza

This proposed 0.28-acre linear plaza stretches between 22nd Street and Humboldt Street along the west side of Block 13. The plaza sits over a utility corridor and will serve as an EVA lane.

9.2 Phasing, Ownership, Operation and Maintenance

The new open space system will be constructed in phases to match the Phases of the Project and as depicted on the Phasing Plan, Figure 1.3. The Phase will connect to the existing open space and parks as close to the edge of the Phase area as possible where a logical transition line can be established within the open space improvement features.

The proposed parks and open space will be owned and maintained by the Project Master Association, except for the portions of The Point and Waterfront Park that are owned by the Port. The Port will maintain ownership of these areas, but these areas will also be maintained by the Project Master Association.

The rooftop soccer field will be available for reservation through the San Francisco Recreation and Parks Department athletic field reservation system.

10 UTILITY LAYOUT AND SEPARATION

10.1 Utility Systems

The Project will install public utility systems, including combined sewer system, separated sanitary sewer system, separated storm drain system, low pressure water system, non-potable water system, auxiliary water supply system and dry utility systems.

10.2 Utility Separation Criteria

The proposed utility systems will be designed to provide the required placement and separation criteria in accordance with the City of San Francisco Subdivision Regulations, SFPUC Utility Standards and asset protection standards, California Code of Regulations Title 22, Section 64572 and PUC GO 128. Utility main separation requirements are depicted in Figure 10.1 from the Subdivision Regulations.

10.2.1 23rd Street Utility Considerations

The 23rd Street corridor contains existing underground high voltage electrical lines along the north and south sides of the street. Additionally, SFPUC Power Enterprises is currently implementing their Bay Corridor Transmission and Distribution ("BCTD") Power Enterprises Project. The proposed utilities within the 23rd Street have been carefully planned to provide the required separations from these existing significant components of infrastructure. The alignments of the proposed utilities in 23rd Street will vary in order to provide the required separations to the existing facilities.

10.3 Utility Configurations

The proposed utility systems are designed to connect to the reliable existing adjacent public utility infrastructure facilities. Descriptions of each utility system are provided in Sections 11 through 16. The anticipated configurations of the utility systems within each street complying with the required placement and separation criteria are depicted in Figure 10.2.

10.4 Utility Configurations Variances

The existing underground utilities that are required to be preserved in 23rd Street and Humboldt Street may require exceptions or design modifications for the proposed public utilities within these streets. A formal exception or design modification for any facility that does not meet the SFPUC standards will be requested with the Project construction documents submittal, if necessary.

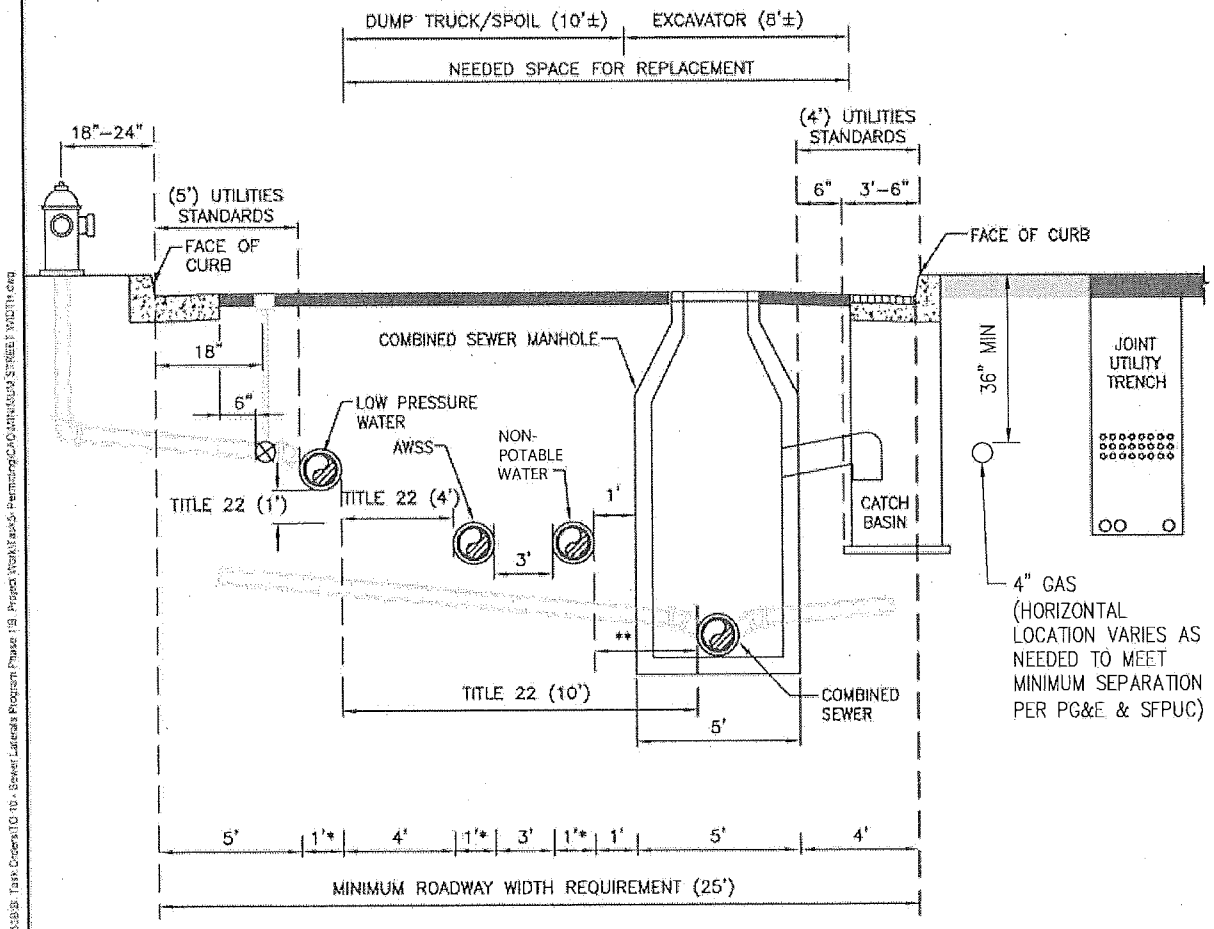
* ASSUME 1' OUTSIDE DIAMETER FOR ALL PIPES

** MINIMUM HORIZONTAL CLEARANCE BETWEEN SEWER MAIN AND OTHER UTILITIES SHALL BE 3.5' FOR FUTURE REPAIR AND REPLACEMENT (IE. EXCVACATION/SHORING)

NOTES:

1. ALL DIMENSIONS REPRESENT MINIMUM SEPARATION REQUIREMENTS.

4. A 15' MINIMUM SURFACE AREA IS REQUIRED FOR BASIC VEHICLE AND EQUIPMENT ACCESS, SERVICING, AND MAINTENANCE OF WASTEWATER ASSETS.
5. TITLE 22 CA CODE OF REGULATIONS REQUIRES MINIMUM 10' HORIZONTAL AND 1' VERTICAL SEPARATION BETWEEN PARALLEL POTABLE WATER AND SEWER LINES; MINIMUM 4' HORIZONTAL AND 1' VERTICAL SEPARATION BETWEEN PARALLEL POTABLE WATER AND STORM DRAIN, NON-POTABLE WATER AND OTHER NON-POTABLE WATER LINES.
6. MINIMUM HORIZONTAL CLEARANCE OF LOW PRESSURE WATER, AWSS, AND NON-POTABLE WATER WITH OTHER DRY UTILITIES SHALL BE 3'.
7. MINIMUM OUTSIDE DIAMETER MANHOLE IS 5' FOR MAIN SEWER SIZES UP TO 24"ø. MANHOLE DIMENSION INCREASES FOR MAIN SEWERS LARGER THAN 24"ø. (EX. 9.75' WIDE FOR 72"ø MAIN)



NOT TO SCALE

San Francisco Water Power Sewer

SAN FRANCISCO PUBLIC UTILITIES COMMISSION
MINIMUM UTILITIES SEPARATION REQUIREMENTS FOR WASTEWATER AND WATER - COMBINED SEWER SYSTEM

DATE OCTOBER 2014 | REVISION 1.0 | DWG NO. 1

Figure 10.1 Utility Separation Criteria - Combined Sewer

* ASSUME 1' OUTSIDE DIAMETER FOR ALL PIPES

** MINIMUM HORIZONTAL CLEARANCE BETWEEN SEWER MAIN AND OTHER UTILITIES SHALL BE 3.5' FOR FUTURE REPAIR AND REPLACEMENT (IE. EXCVACATION/SHORING)

NOTES:

1. ALL DIMENSIONS REPRESENT MINIMUM SEPARATION REQUIREMENTS.

4. A 15' MINIMUM SURFACE AREA IS REQUIRED FOR BASIC VEHICLE AND EQUIPMENT ACCESS, SERVICING, AND MAINTENANCE OF WASTEWATER ASSETS.
5. TITLE 22 CA CODE OF REGULATIONS REQUIRES MINIMUM 10' HORIZONTAL AND 1' VERTICAL SEPARATION BETWEEN PARALLEL POTABLE WATER AND SEWER LINES; MINIMUM 4' HORIZONTAL AND 1' VERTICAL SEPARATION BETWEEN PARALLEL POTABLE WATER AND STORM DRAIN, NON-POTABLE WATER AND OTHER NON-POTABLE WATER LINES.
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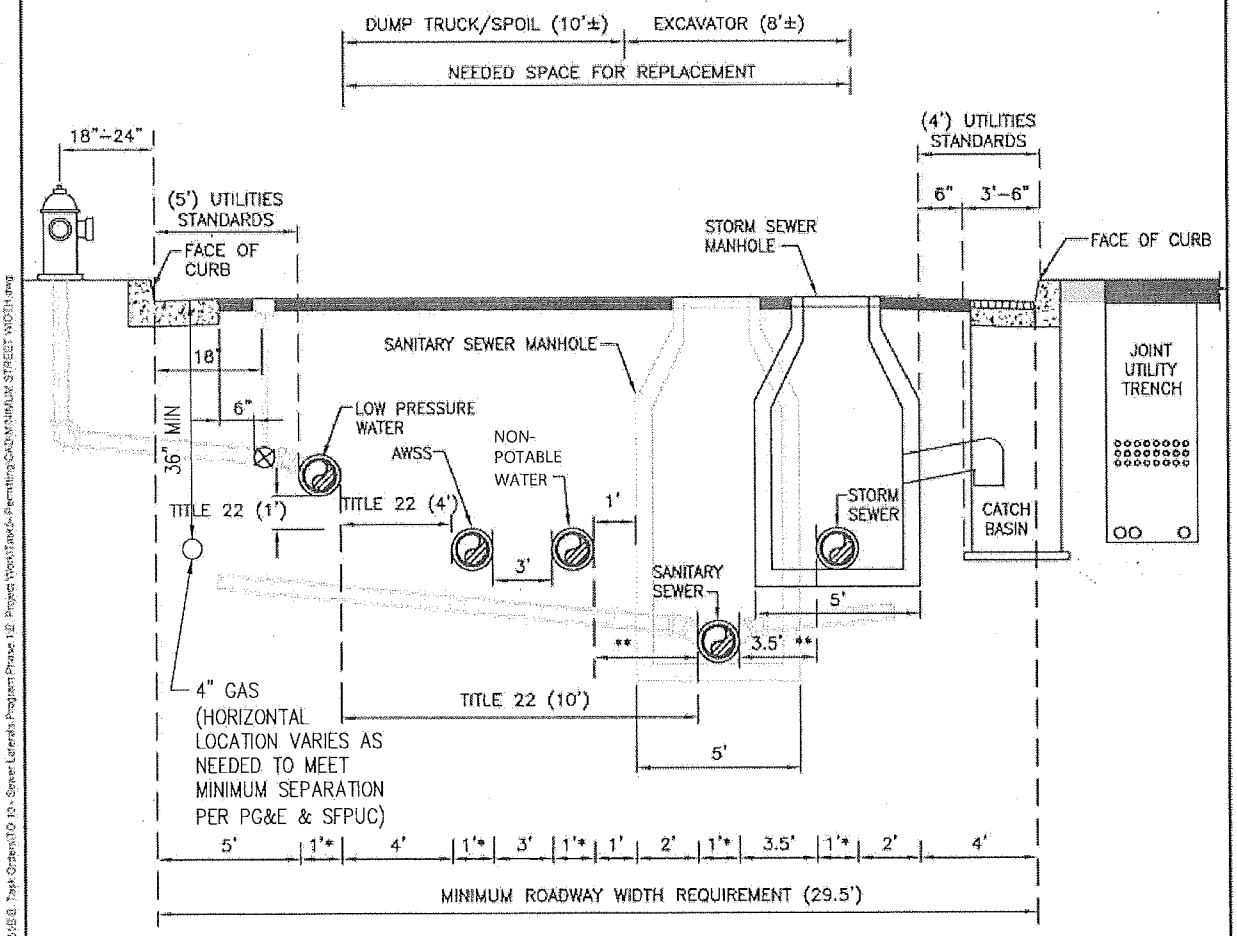
7. MINIMUM OUTSIDE DIAMETER MANHOLE IS 5' FOR MAIN SEWER SIZES UP TO 24"ø. MANHOLE DIMENSION INCREASES FOR MAIN SEWERS LARGER THAN 24"ø. (EX. 9.75' WIDE FOR 72"ø MAIN)



NOT TO SCALE

San Francisco Water Power Sewer

SAN FRANCISCO PUBLIC UTILITIES COMMISSION
MINIMUM UTILITIES SEPARATION FOR WASTEWATER AND WATER - SEPARATE SEWER SYSTEM

DATE: OCTOBER 2014 | REVISION: 1.0 | REVISED:

DWG NO. 2

Figure 10.1 Utility Separation Criteria - Separated Sewer

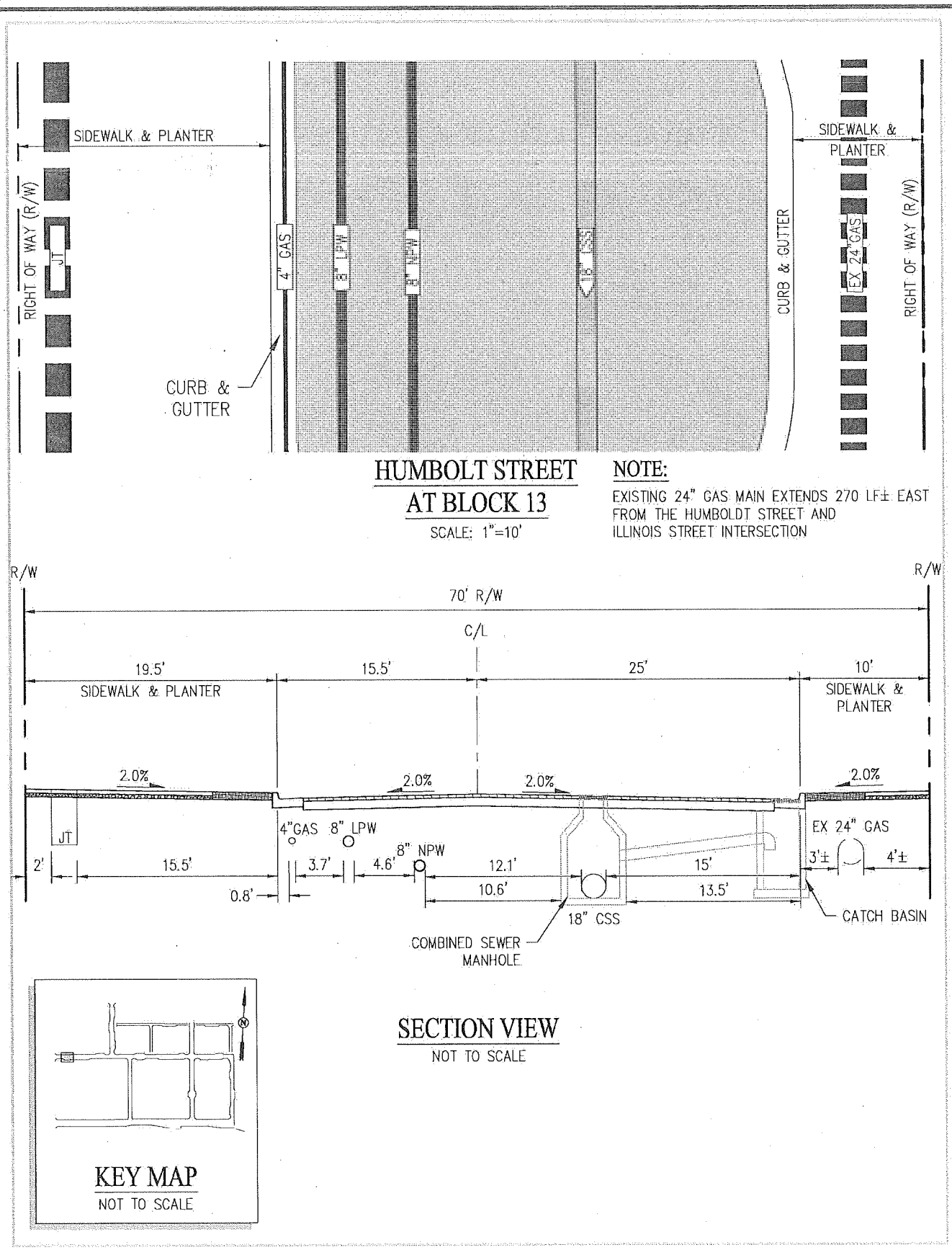


Figure 10.2 Utility Configurations

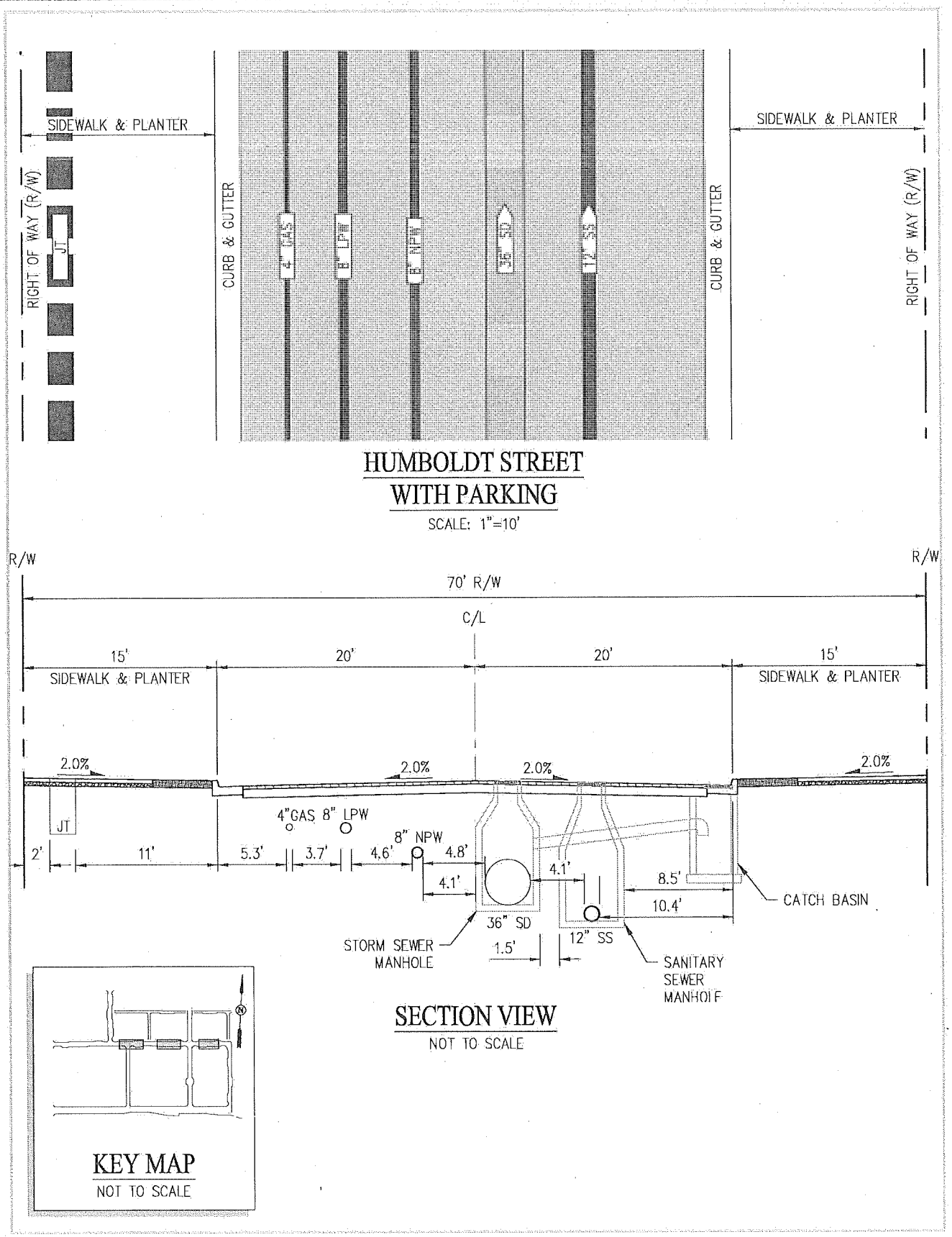
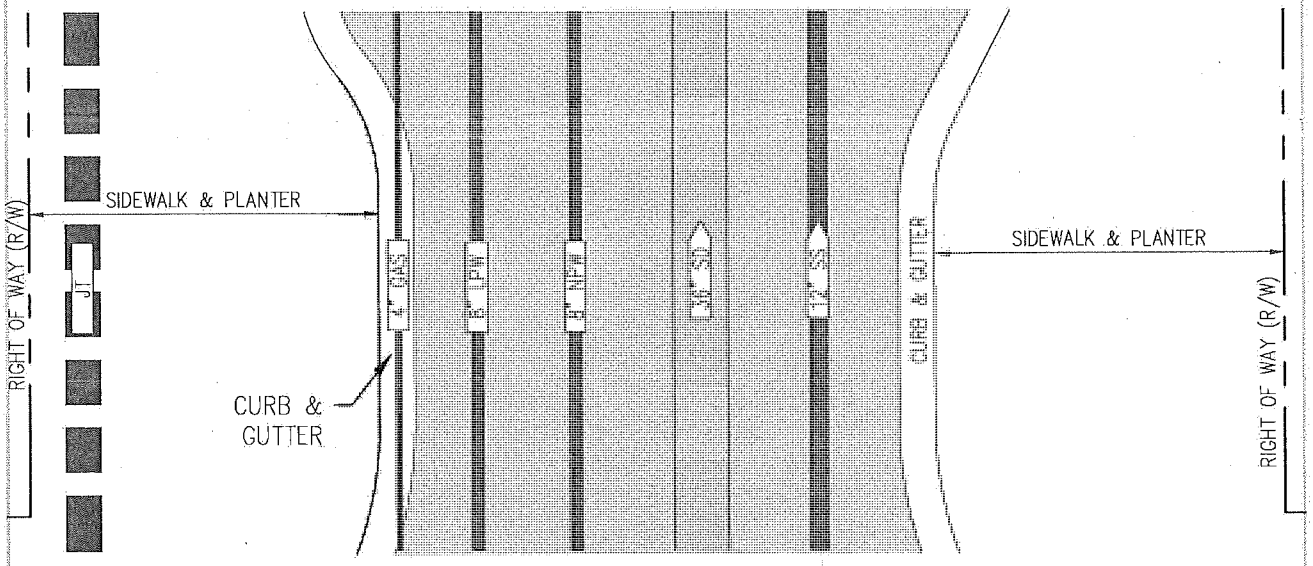
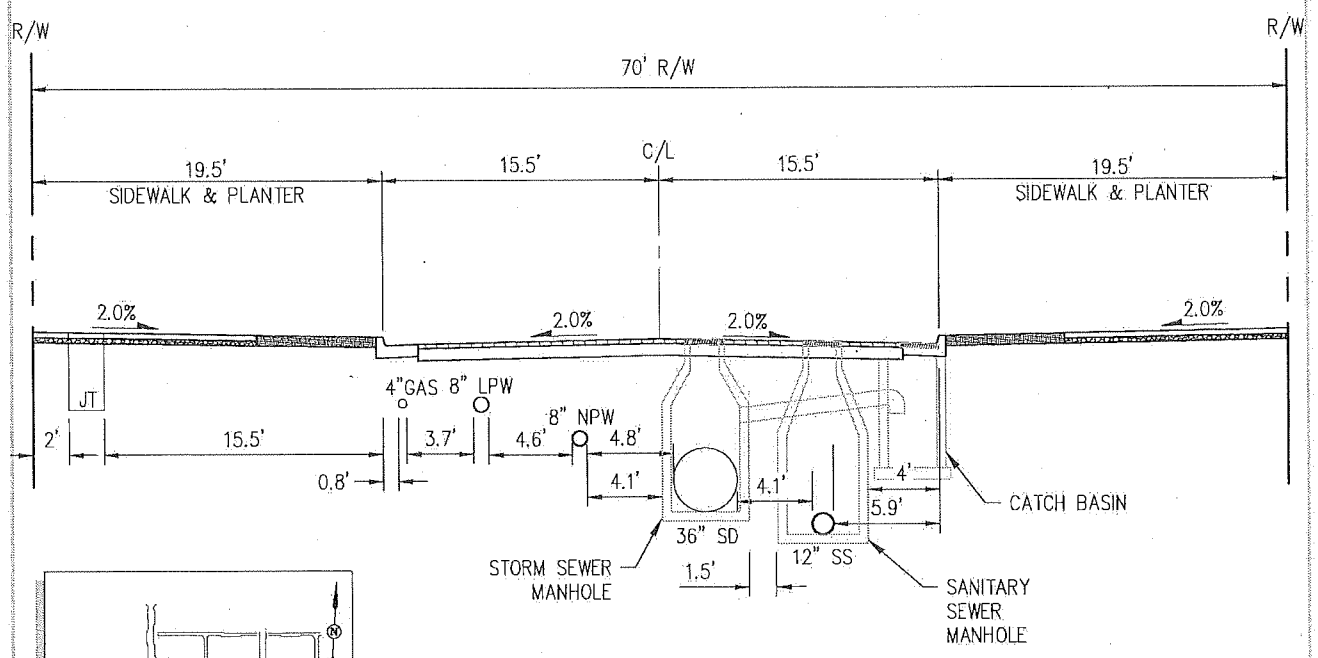


Figure 10.2 Utility Configurations



HUMBOLDT STREET
AT BULB OUTS
SCALE: 1"=10'



SECTION VIEW
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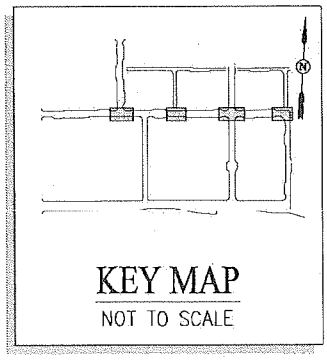

KEY MAP
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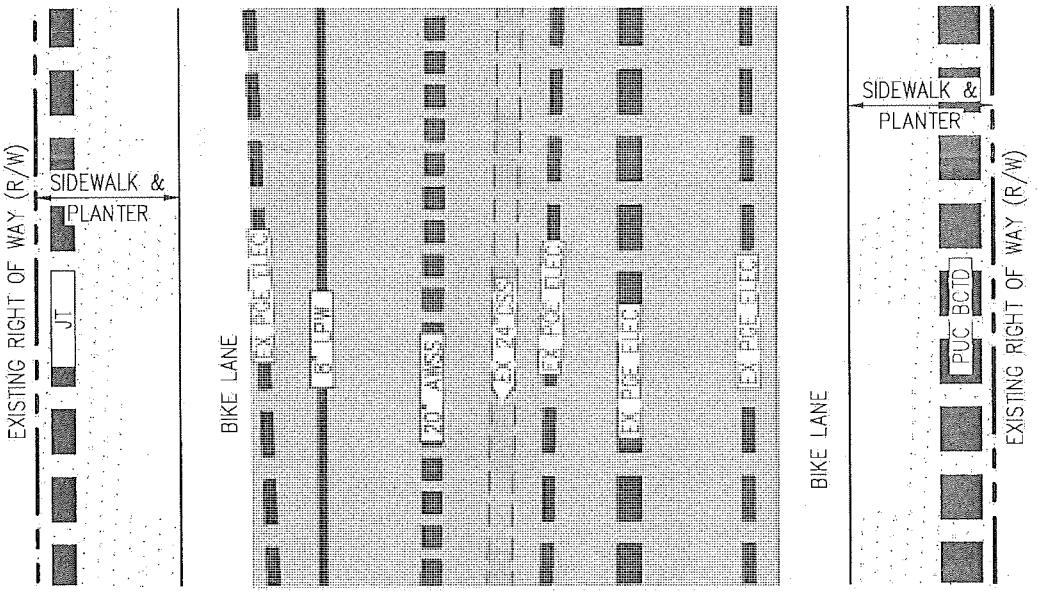
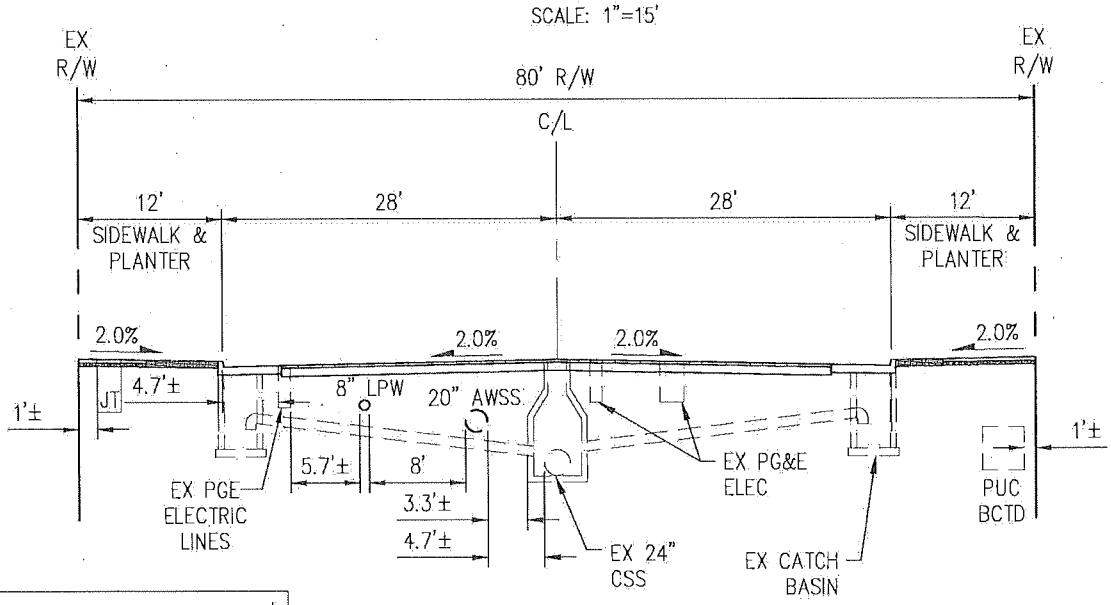
Figure 10.2 Utility Configurations



23RD STREET AT PG&E SWITCHYARD

SCALE: 1"=15'



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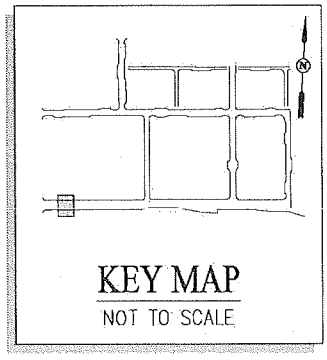

KEY MAP

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Figure 10.2 Utility Configurations

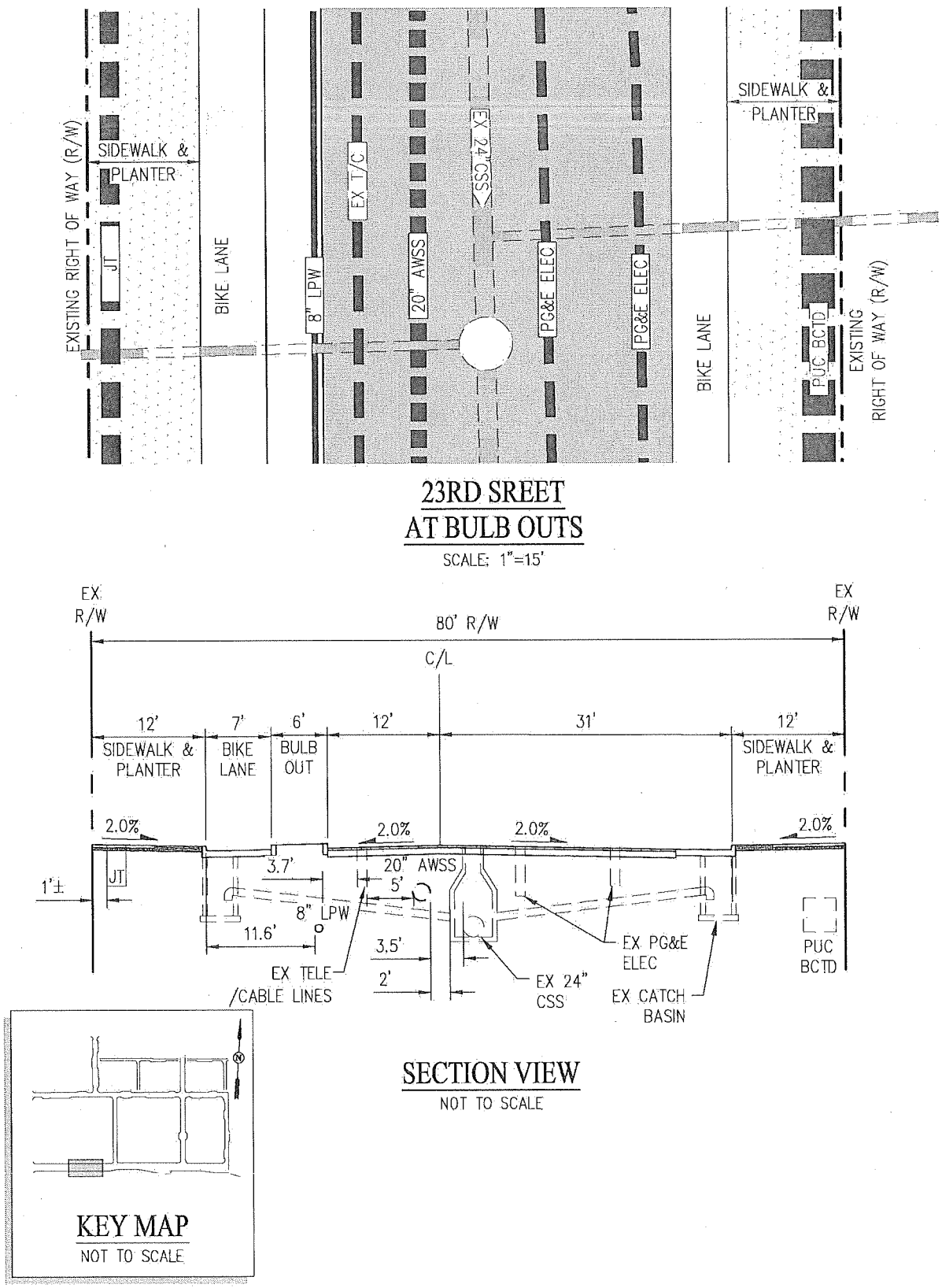
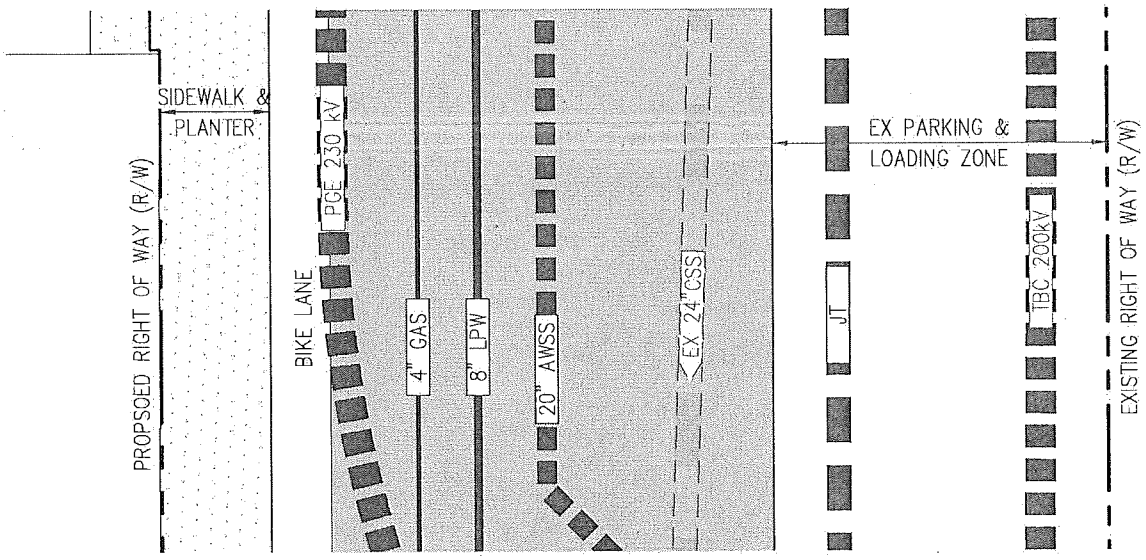
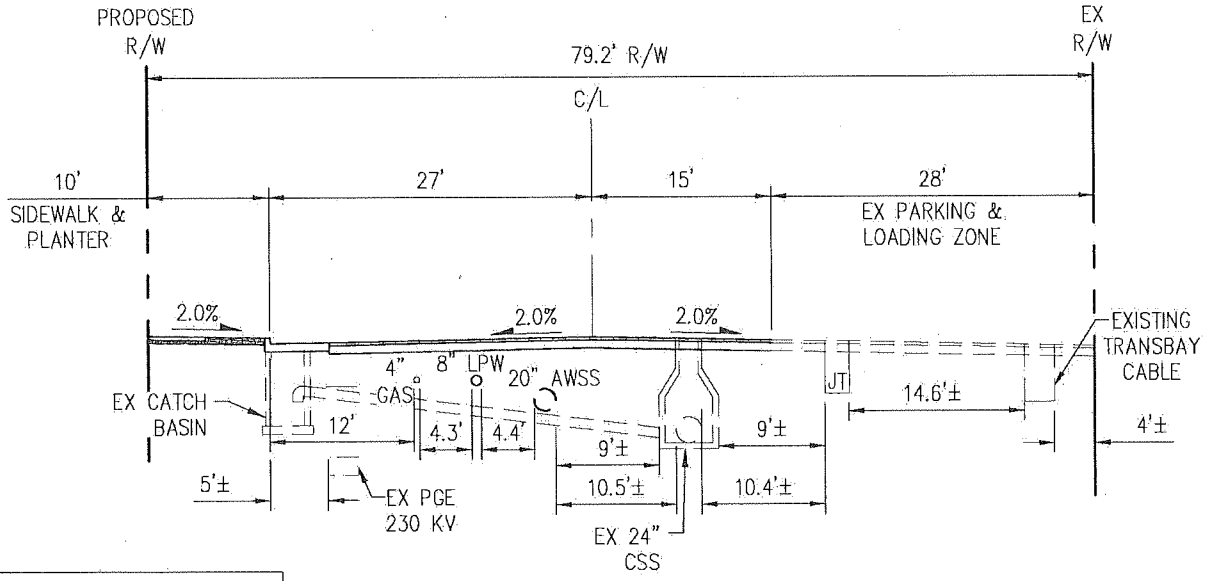


Figure 10.2 Utility Configurations



23RD STREET
AT BLOCK 15
SCALE: 1"=15'



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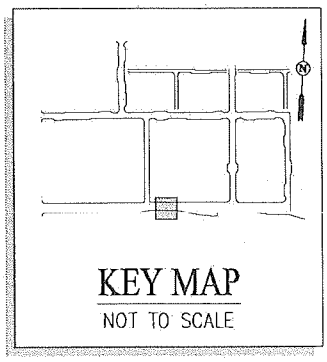

KEY MAP
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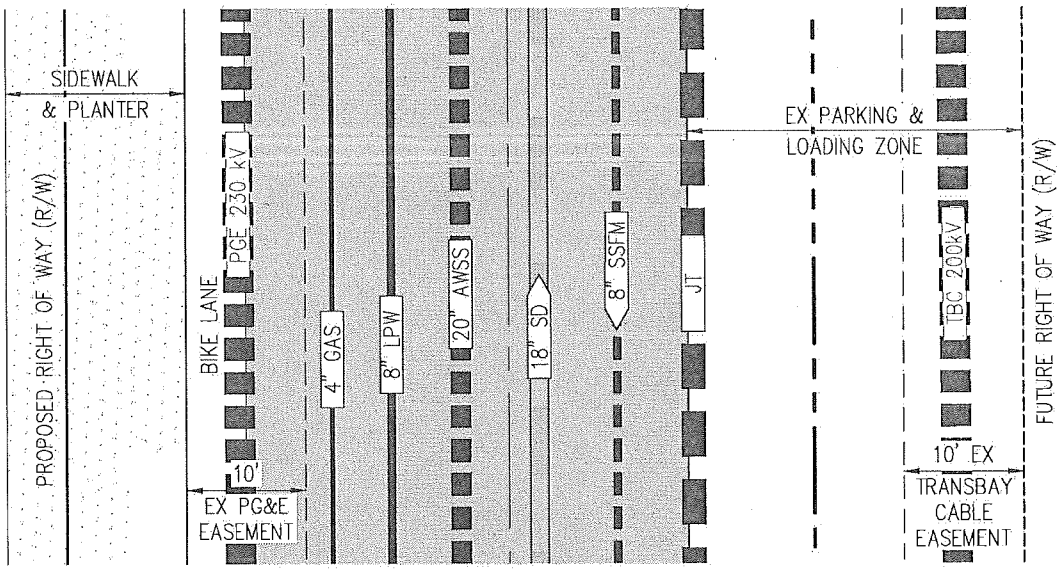
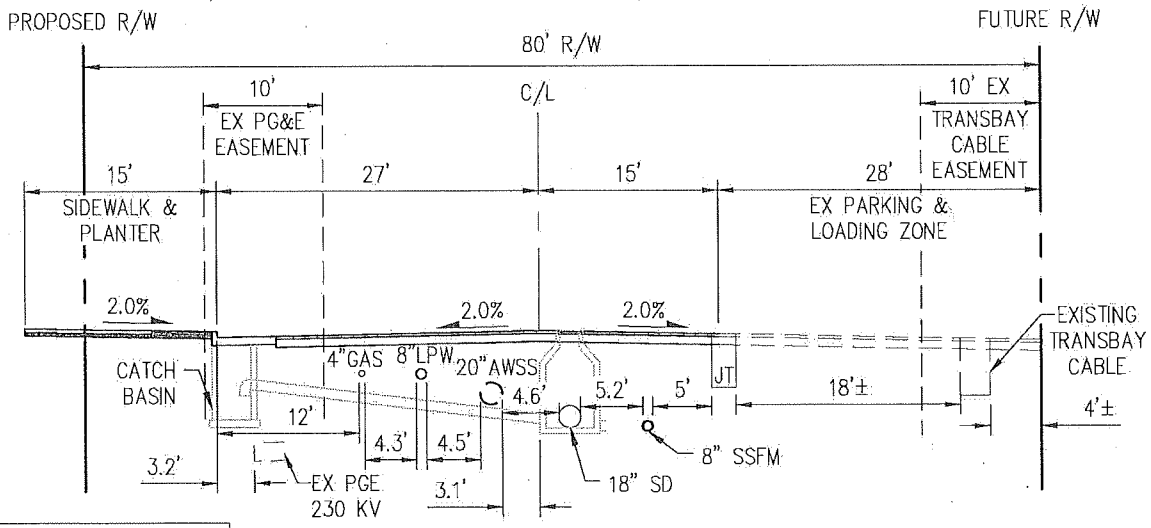
Figure 10.2 Utility Configurations



23RD STREET AT BLOCK 11

SCALE: 1"=15'



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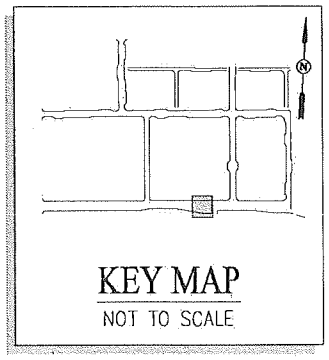

KEY MAP

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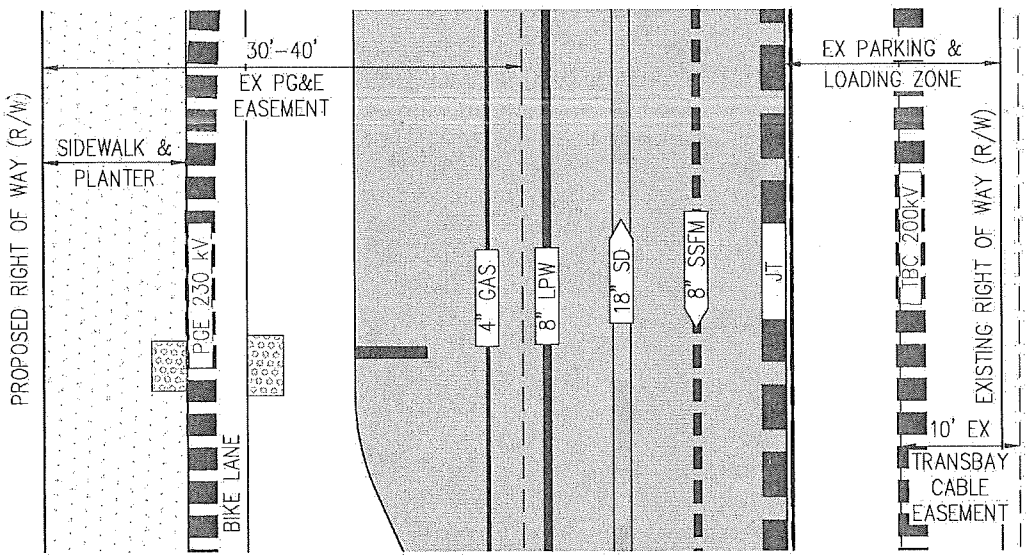
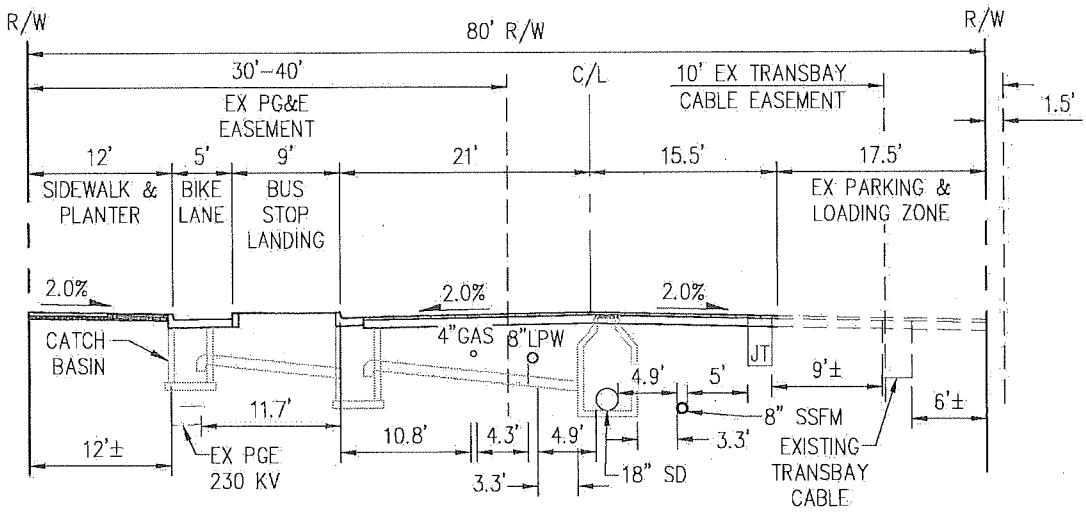
Figure 10.2 Utility Configurations



23RD STREET AT BLOCK 12

SCALE: 1"=15'



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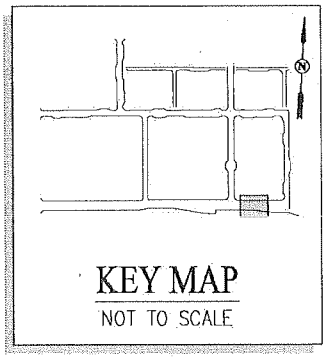


KEY MAP

NOT TO SCALE

Figure 10.2 Utility Configurations

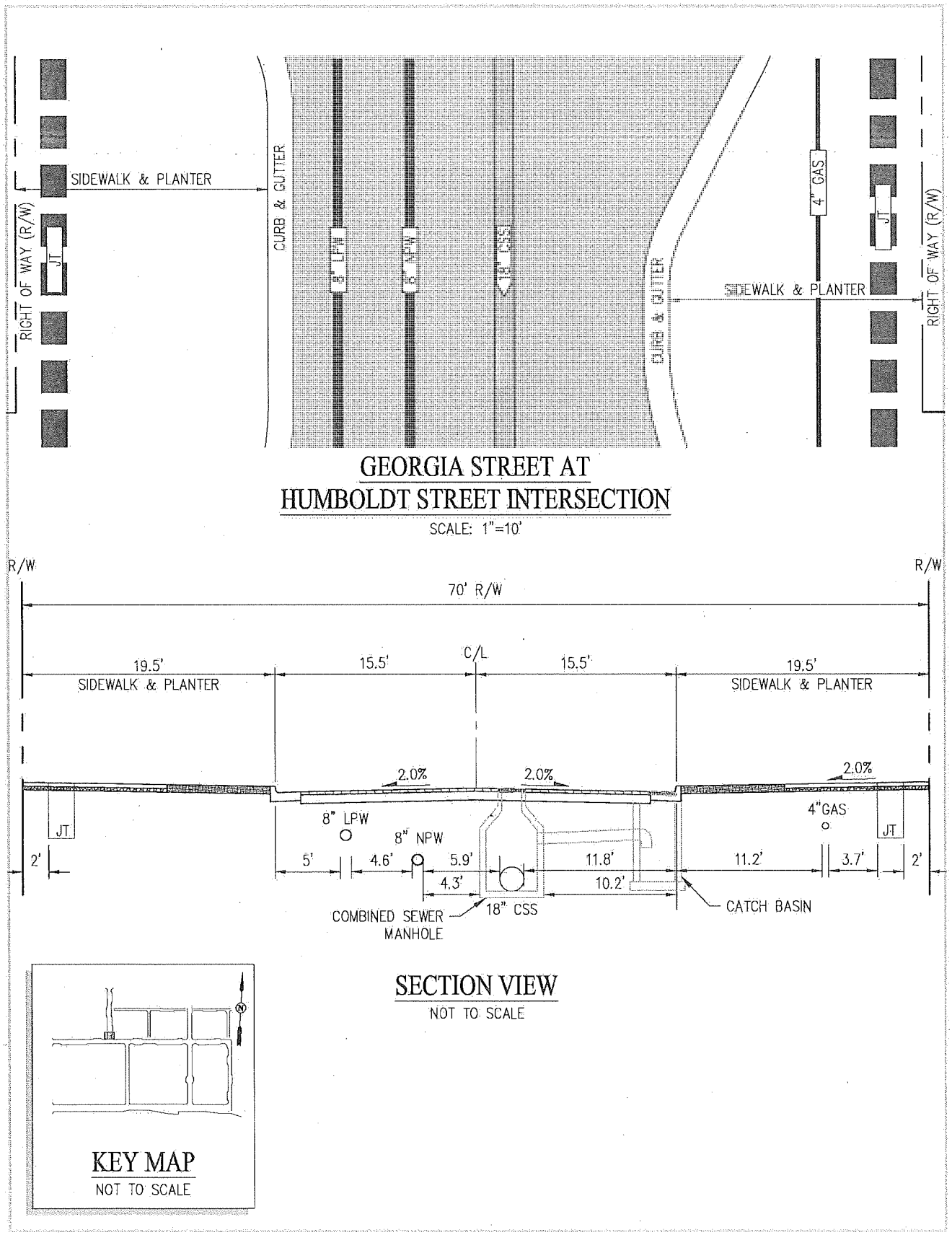


Figure 10.2 Utility Configurations

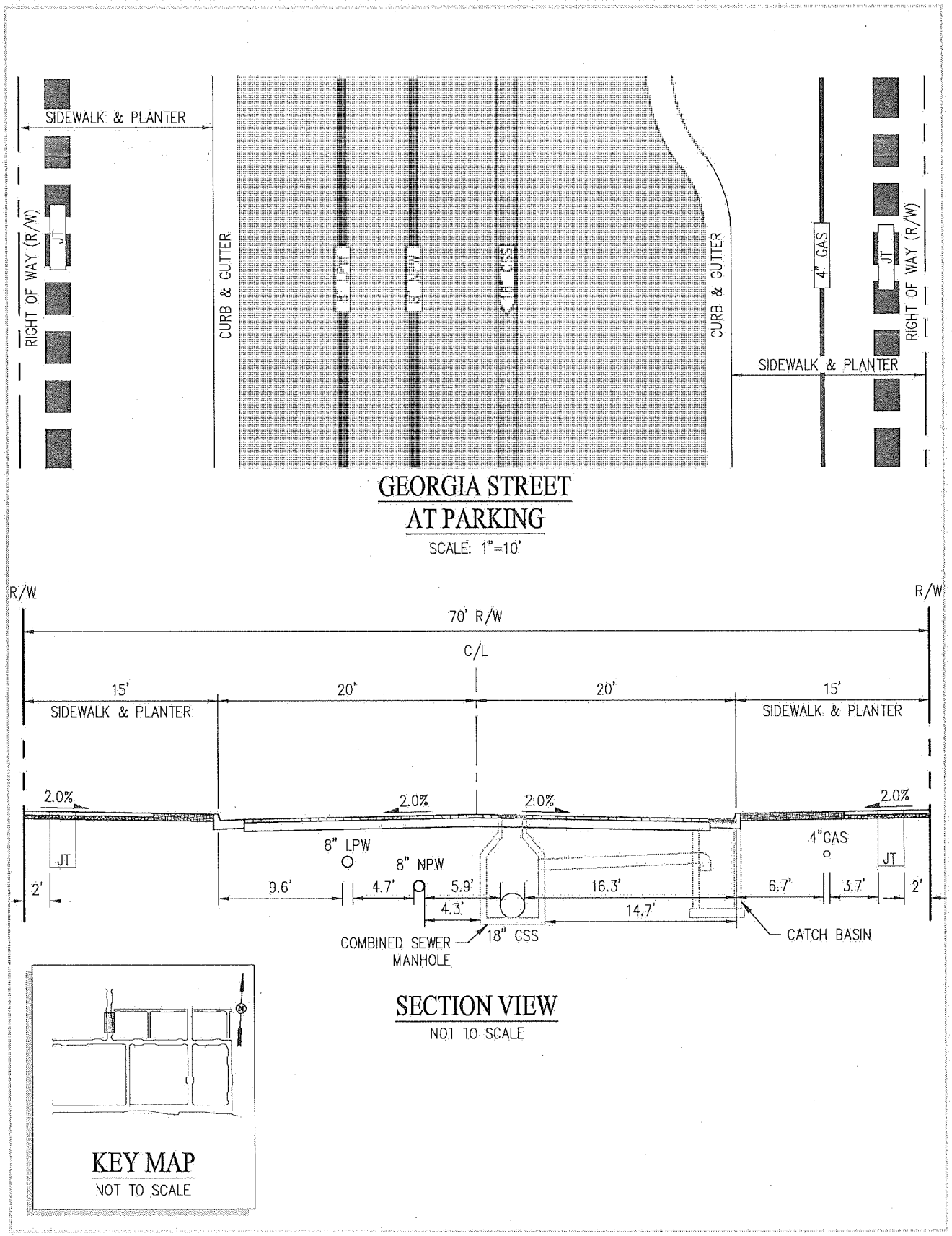


Figure 10.2 Utility Configurations

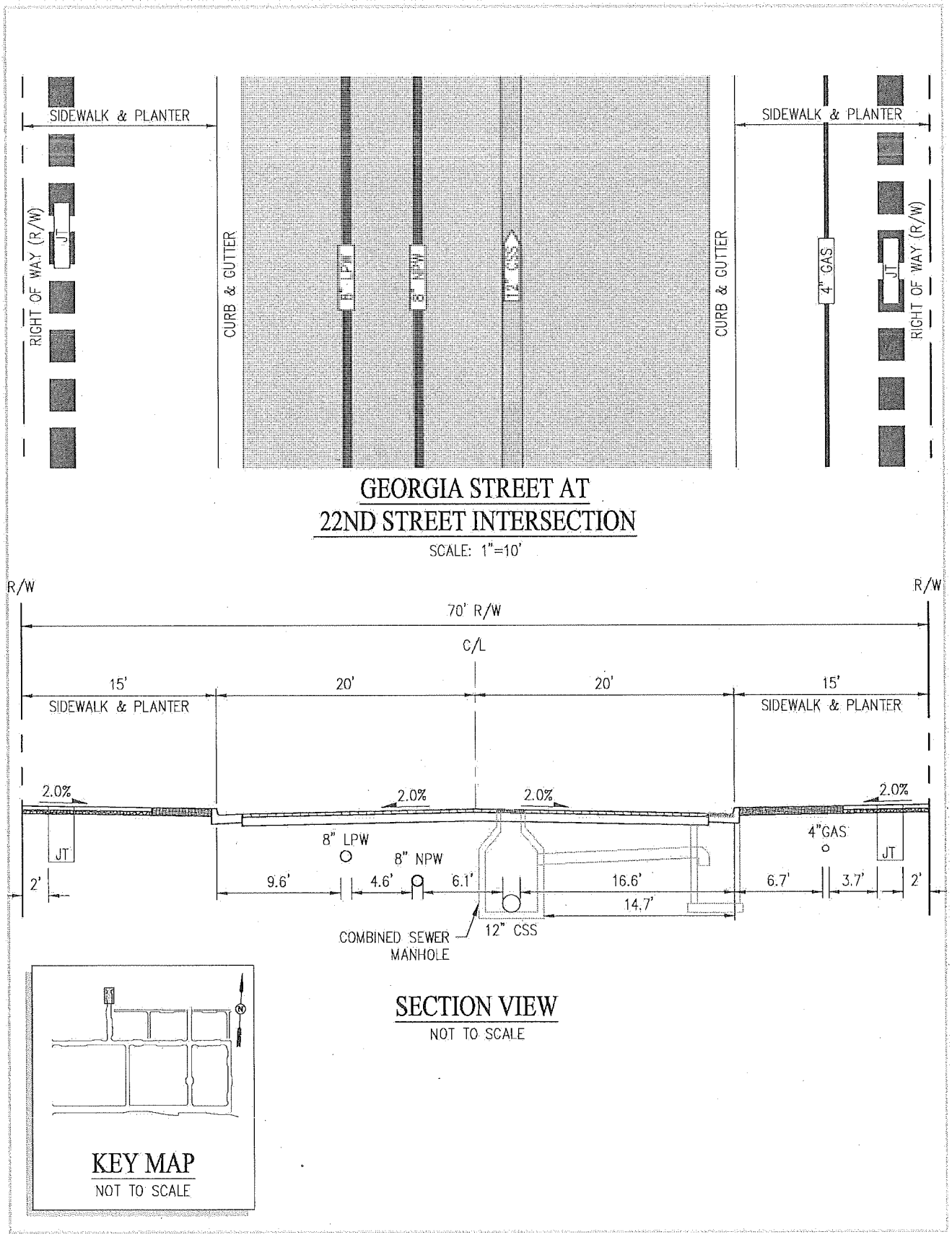
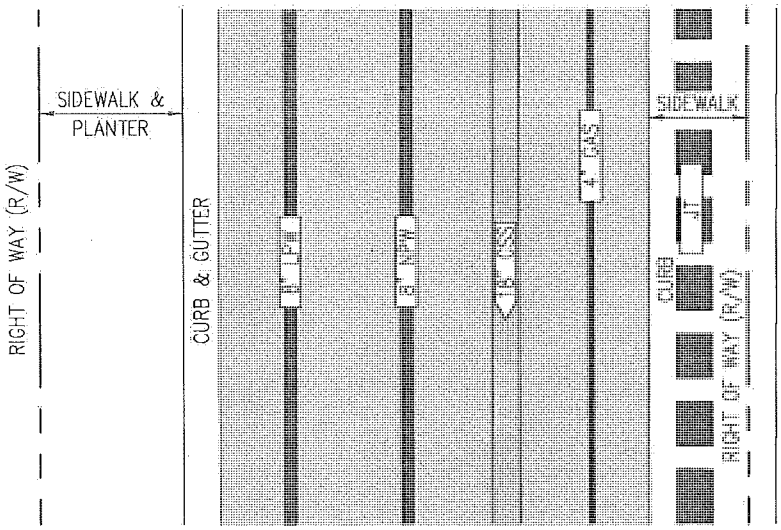
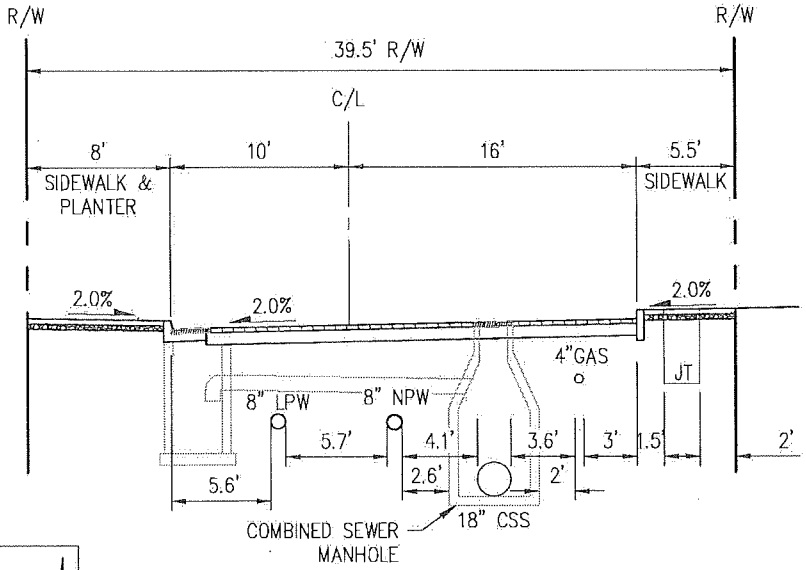


Figure 10.2 Utility Configurations



GEORGIA LANE

SCALE: 1"=10'



SECTION VIEW

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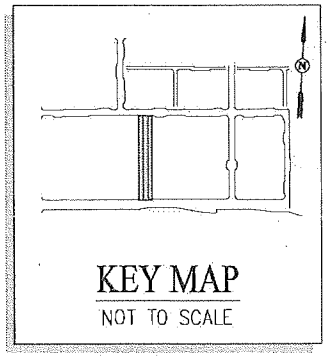

KEY MAP

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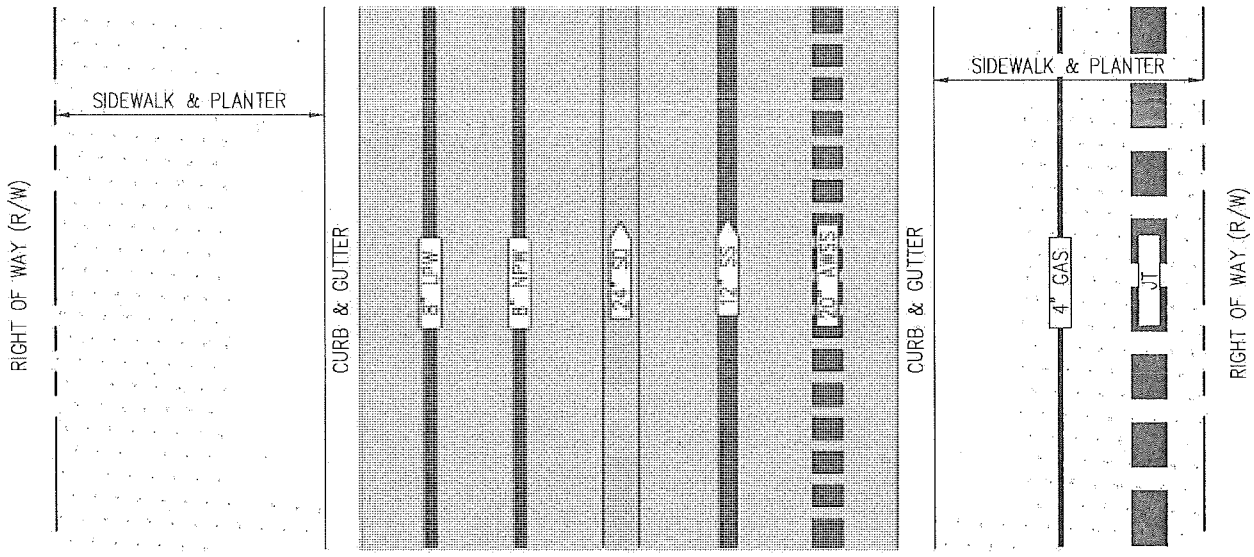
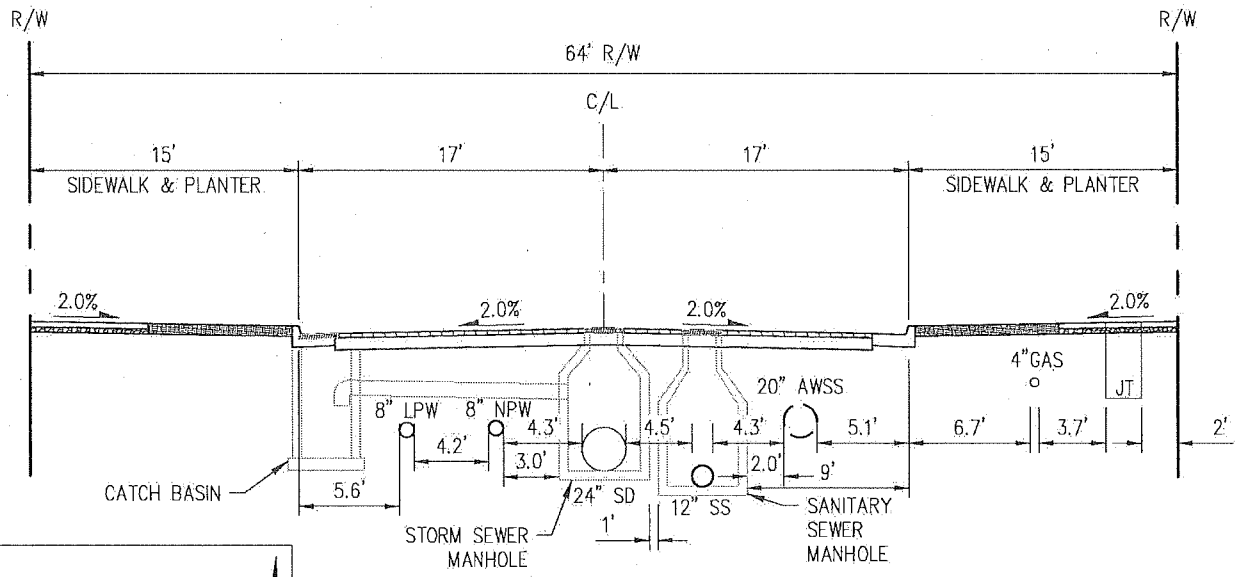
Figure 10.2 Utility Configurations



MARYLAND STREET

SCALE: 1"=10'



SECTION VIEW

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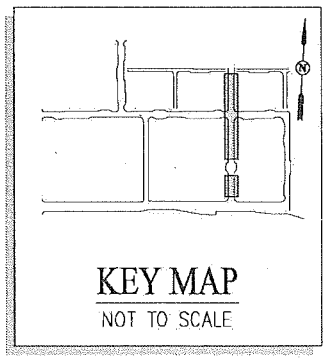

KEY MAP

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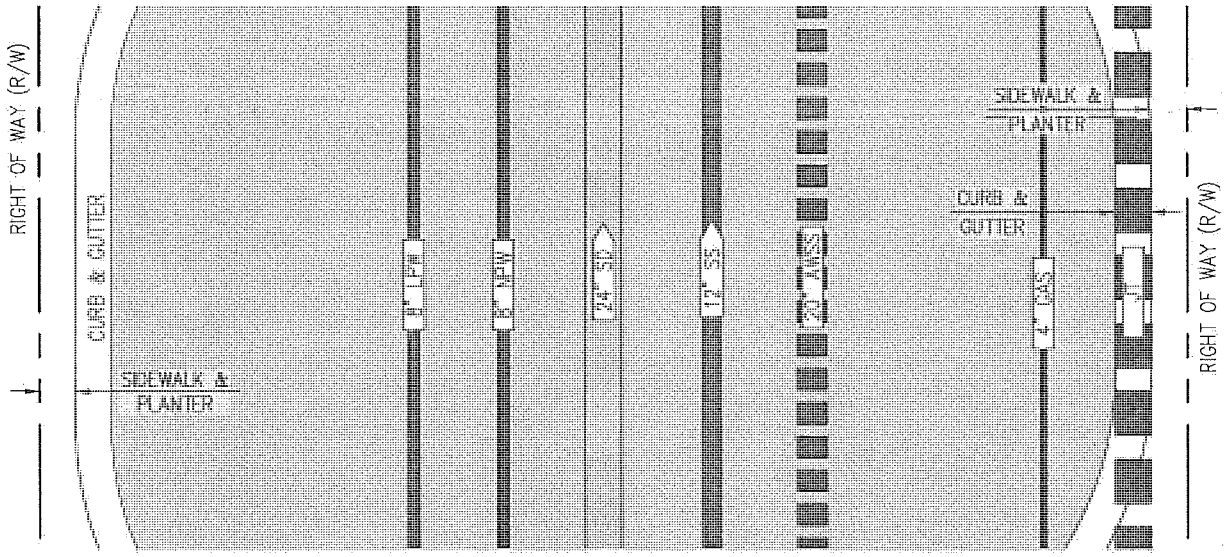
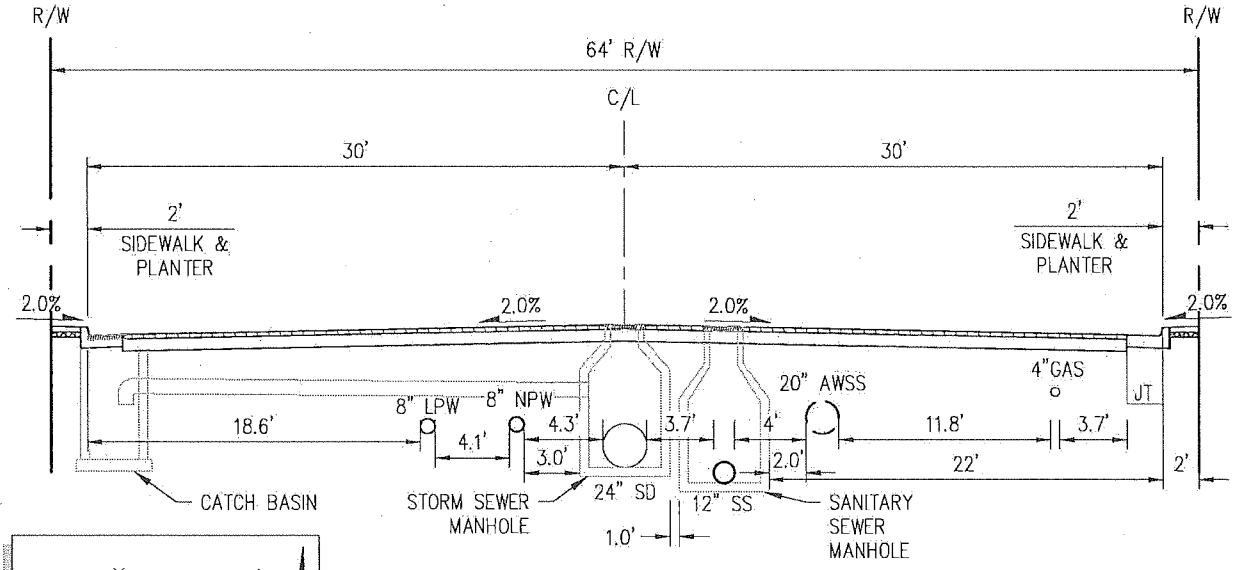
Figure 10.2 Utility Configurations



MARYLAND STREET
AT PARKING
SCALE: 1"=10'



SECTION VIEW
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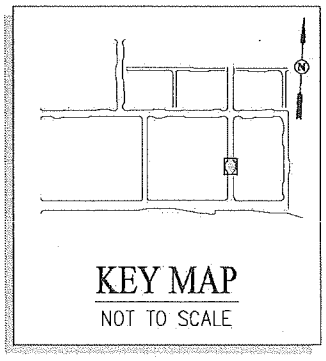


KEY MAP
NOT TO SCALE

Figure 10.2 Utility Configurations

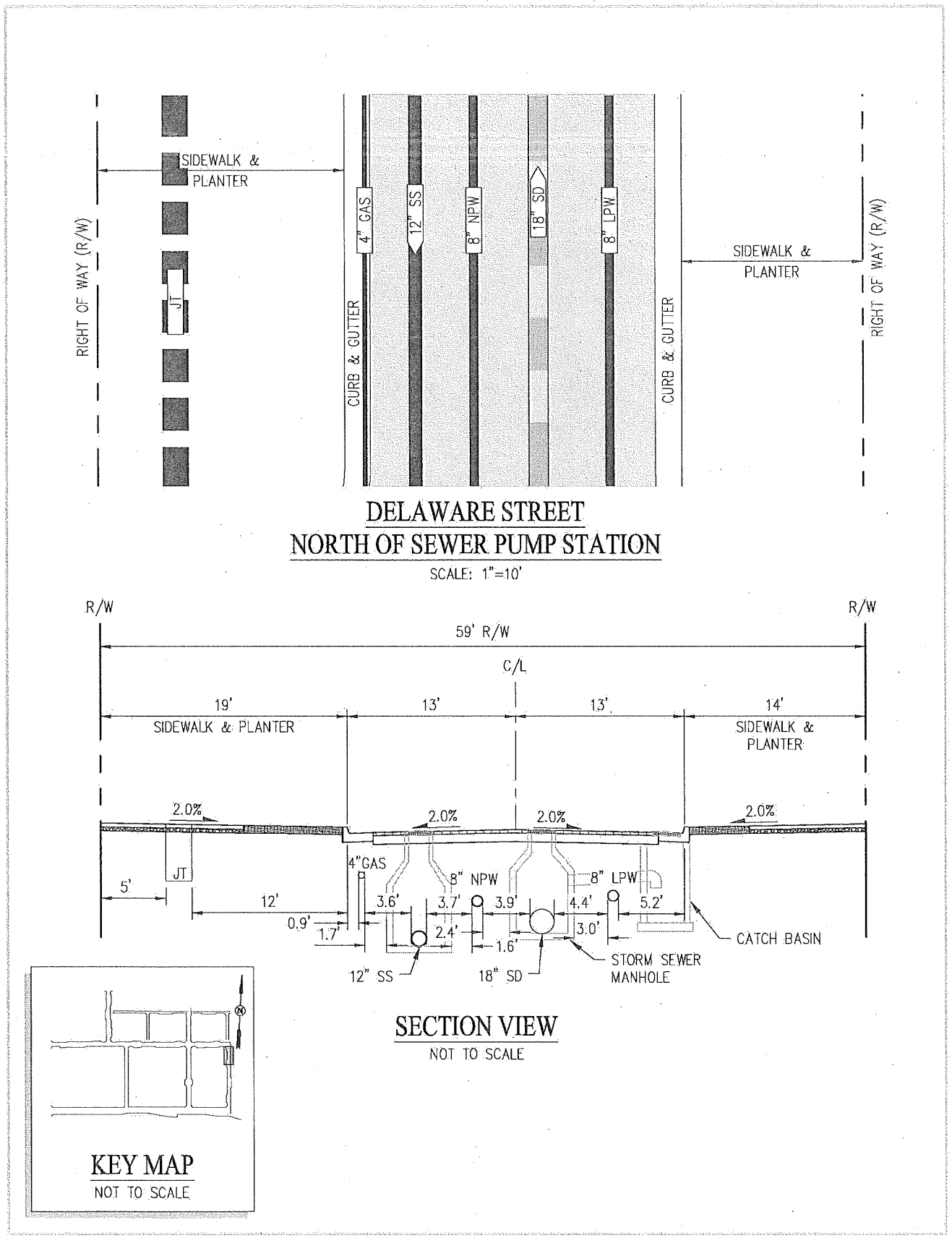


Figure 10.2 Utility Configurations

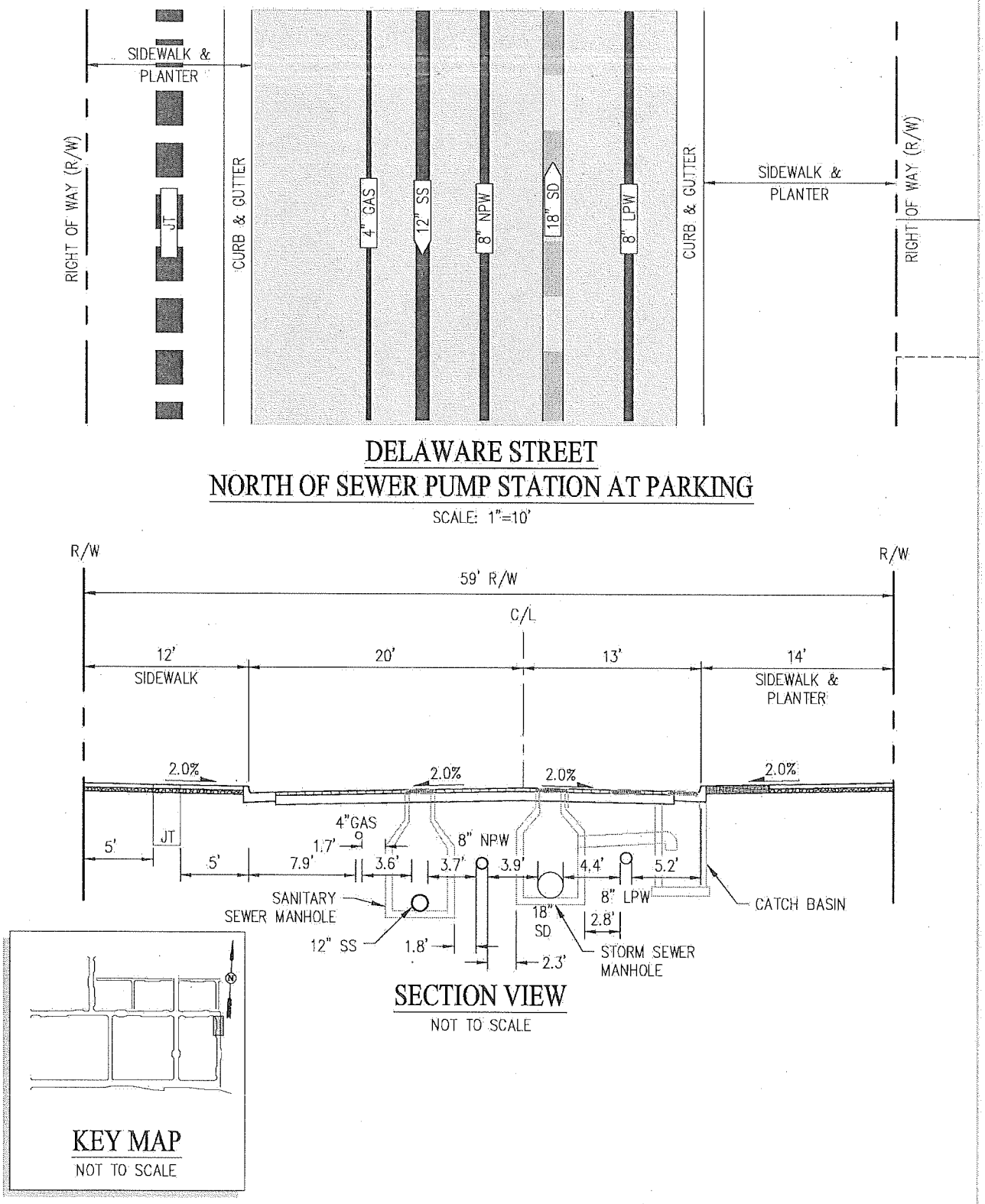
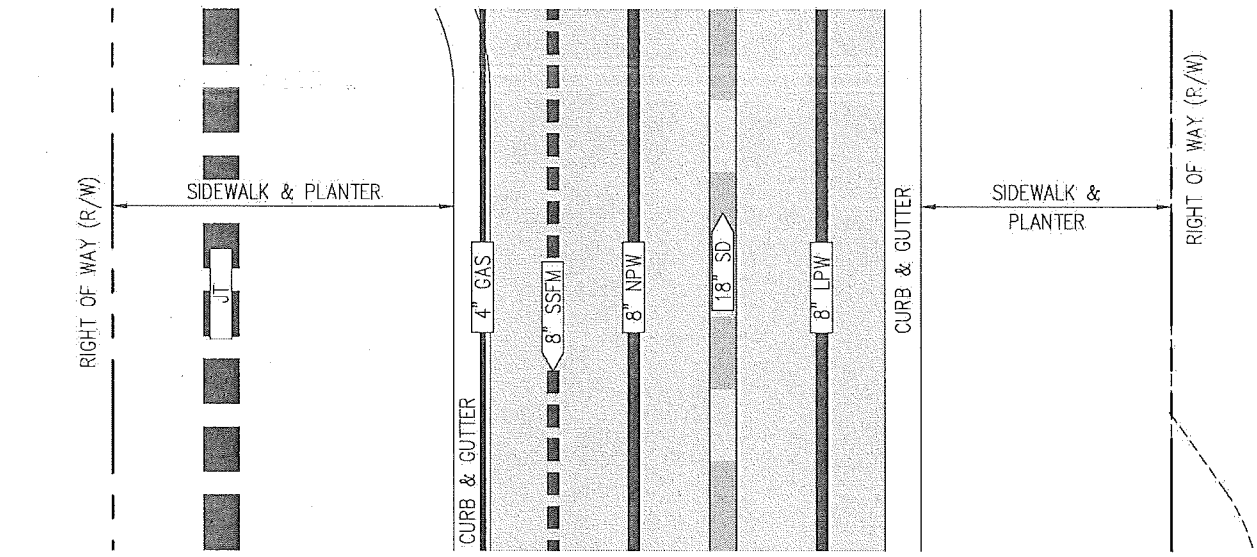
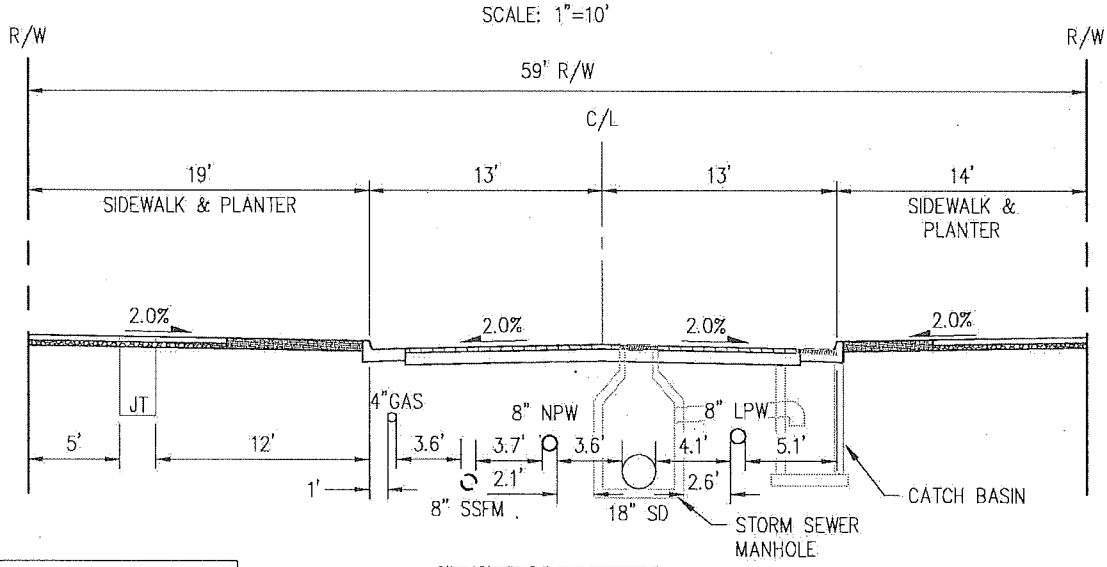


Figure 10.2 Utility Configurations



DELAWARE STREET
SOUTH OF SEWER PUMP STATION
SCALE: 1"=10'



SECTION VIEW
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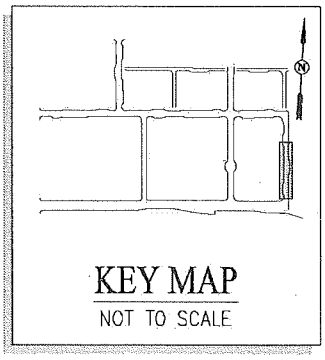


KEY MAP
NOT TO SCALE

Figure 10.2 Utility Configurations

11 LOW PRESSURE WATER SYSTEM

11.1 Existing Low Pressure Water System

Potable water service will be provided by a water supply, storage, transmission and distribution system operated by the SFPUC. The proposed Project will connect to the SFPUC's Low Pressure Water (LPW) system for domestic supply and fire protection. The existing LPW system within the project vicinity includes eight and 12-inch diameter distribution pipelines and low-pressure fire hydrants within 22nd Street, Illinois Street and 23rd Street. Existing potable water services and fire services to the Project Site are located along the 23rd Street frontage and at the intersection of Illinois Street and Humboldt Street.

There was an existing robust on-site private fire protection system within the Project Site to provide fire protection for the decommissioned PG&E Power Plant. This system has mostly been abandoned with the closure of the Power Plant and demolition of the Tank Farm. The existing on-site private potable and fire water systems will be abandoned and removed as part of the site demolition.

11.2 Proposed Low Pressure Water System

11.2.1 Project Potable Water Demands

The proposed Project water demands are summarized in Table 11.1 below and in the Low-Pressure Water Master Plan ("LPWMP") and Project Water Demand Memo included in Appendices C and D. The Project's water demands have been calculated using the SFPUC's Non-Potable Water Program District Scale water calculator. The proposed low-pressure water system has been planned based upon the Maximum Residential Development Program scenario which generates the highest water demand. The required fire flows are consistent with the California Fire Code – Appendix B. The proposed Project includes district or centralized wastewater treatment plants that will divert, treat and reuse wastewater and rainwater for non-potable uses within the project. The use of non-potable water will reduce the potable water demand. This is reflected in the calculated water demands below.

Table 11.1. Potable Water Demands

Project Potable Water Demands	
Design Scenario	**Demand**
Domestic Average Day Demand ("ADD")	251,000 gpd
Maximum Day Demand ("MDD") including 1.2 peaking factor	301,200 gpd
Peak-Hour Demand ("PHD") including 2.65 peaking factor	665,150 gpd
Required Fire-Flow (2,000 gpm x 4 hours)	480,000 gpd
Maximum Potable Water Demand (Maximum Day Demand + Required Fire Flow)	**781,200 gpd**

11.2.2 Project Potable Water Supply

In accordance with the California Water Code, SFPUC has prepared and approved a revised Water Supply Assessment for the proposed Project. The results of this assessment conclude the SFPUC has sufficient short term and long-term water supplies to serve the proposed Project. See the approved revised Water Supply Assessment in Appendix D.

11.2.3 Project Low Pressure Water Distribution System

The proposed Project will include the design and construction of the proposed LPW system by the Developer. The proposed LPW system will be owned and maintained by the SFPUC upon completion and acceptance of the improvements. The proposed LPW system is depicted on Figure 11.1. The proposed LPW system is anticipated to consist of a network of 8-inch diameter low pressure water mains, fittings, valves, fire hydrants, service laterals, meters and appurtenances. The final LPW system pipeline sizes will be verified by the PUC's review of the hydraulic modeling in the Master Utility Plan.

The proposed LPW system will connect to the existing LPW system within 22nd Street, 23rd Street and Illinois Street. The existing 8-inch diameter main within 22nd Street is proposed to be replaced and relocated with the Pier 70 project. The project will connect to either the existing main or the replaced pipeline, depending on the timeframe of the Project connection relative to the Pier 70 improvements. The Project may replace the existing LPW main in 23rd Street as necessary to meet separation requirements to other utilities and proposed improvements as outlined in Section 10. The proposed LPW system will also connect to the existing 8-inch diameter pipeline in Illinois Street at the intersection with Humboldt Street.

The proposed LPW mains will be placed within the proposed Project public streets or within private property with a Public Utility Easement (Humboldt Plaza). The vertical and horizontal separation distances to other utilities will be consistent with the requirements outlined in Title 22 of the California Code of Regulations, the SFDPW 2015 Subdivision Regulations and the State of California Department of Health Services Guidance Memorandum 2003-02. The typical utility locations within each street section are depicted on Figure 10.2.

SFPUC will perform the required disinfections of new mains and connections to existing mains at the Developer's cost.

11.2.4 Low Pressure Water Design Criteria

The proposed LPW system is required to maintain a minimum system pressure of 20 psi and a maximum velocity of 14 fps maximum velocity during MDD plus Fire Flow design scenario. The LPW system will also maintain 40 psi minimum residual pressure and eight fps maximum velocity during PHD. The proposed LPW water system is modeled in the LPWMP to confirm the proposed system meets the pressure and flow requirements in each design scenario.

11.2.5 Proposed Low Pressure Water Fire Hydrant Locations

The LPW system will be the primary fire water supply for the Project Site. The proposed LPW fire hydrants will have a maximum radial separation of 300-feet between hydrants, or as specified in the California Fire Code – Appendix C. Additionally, the LPW hydrants will be placed within 100-feet of building fire department connections. The proposed LPW fire hydrant locations are depicted on Figure 11.2. The LPW system will be designed to provide the maximum daily demand plus a design fire flow of 2,000 gpm for a duration of 4 hours. The 2,000 fire flow will provide adequate fire protection for new and reuse construction per the California Fire Code – Appendix B. The Project will coordinate with the SFFD for the final locations of LPW fire hydrants within and surrounding the Project.

11.3 Low Pressure Water System Phasing

The proposed Project will design and install the new LPW system in phases as needed to support each proposed Development Phase consistent with the Project Phasing Plan. The extent of the proposed LPW system installed within each phase will be the minimum necessary to support each respective Development Phase. Each Development Phase will at minimum install the portions of the proposed LPW system within or adjacent to that Phase and will connect to existing reliable facilities as close to the Project Site as possible. The first Phase of development will include two points of connection to the existing LPW facilities within the vicinity of the Project, anticipated to be at 23rd Street and at either the 22nd Street / Georgia Street intersection or Humboldt Street / Illinois Street intersection. The second connection for Phase 1 to facilities in 22nd Street is subject to the status of redevelopment with the PG&E Sub-Area. These second connections through the PG&E Sub-Area will likely be interim, constructed to SFPUC standards but replaced once the final improvements within Maryland Street, Georgia Street and Humboldt Street are constructed. The timing of the Maryland Street connection is subject to PG&E completion of remediation within the Tank Farm area and Pier 70 development timeline Repairs or replacements of the existing facilities surrounding the Project will be made as necessary to support each proposed Development Phase. Interim LPW systems may be constructed and maintained by the Developer as necessary to maintain existing LPW facilities operational.

The SFPUC will be responsible for maintenance of existing LPW facilities. The SFPUC will be responsible for the new LPW facilities once construction of each Development Phase or a new LPW facility is complete and accepted by the SFPUC. Impacts to improvements installed with previously constructed portions of the Development due to the designs of subsequent phases will be the responsibility of the Developer and will be addressed prior to approval of construction documents for each subsequent Phase. For each Development Phase, the Developer will provide Phasing Plans depicting the existing LPW facilities and proposed phase of LPW facilities. The Plans and supporting reports will demonstrate that the proposed phase of LPW facilities will provide the required pressures and flow for that Development Phase.

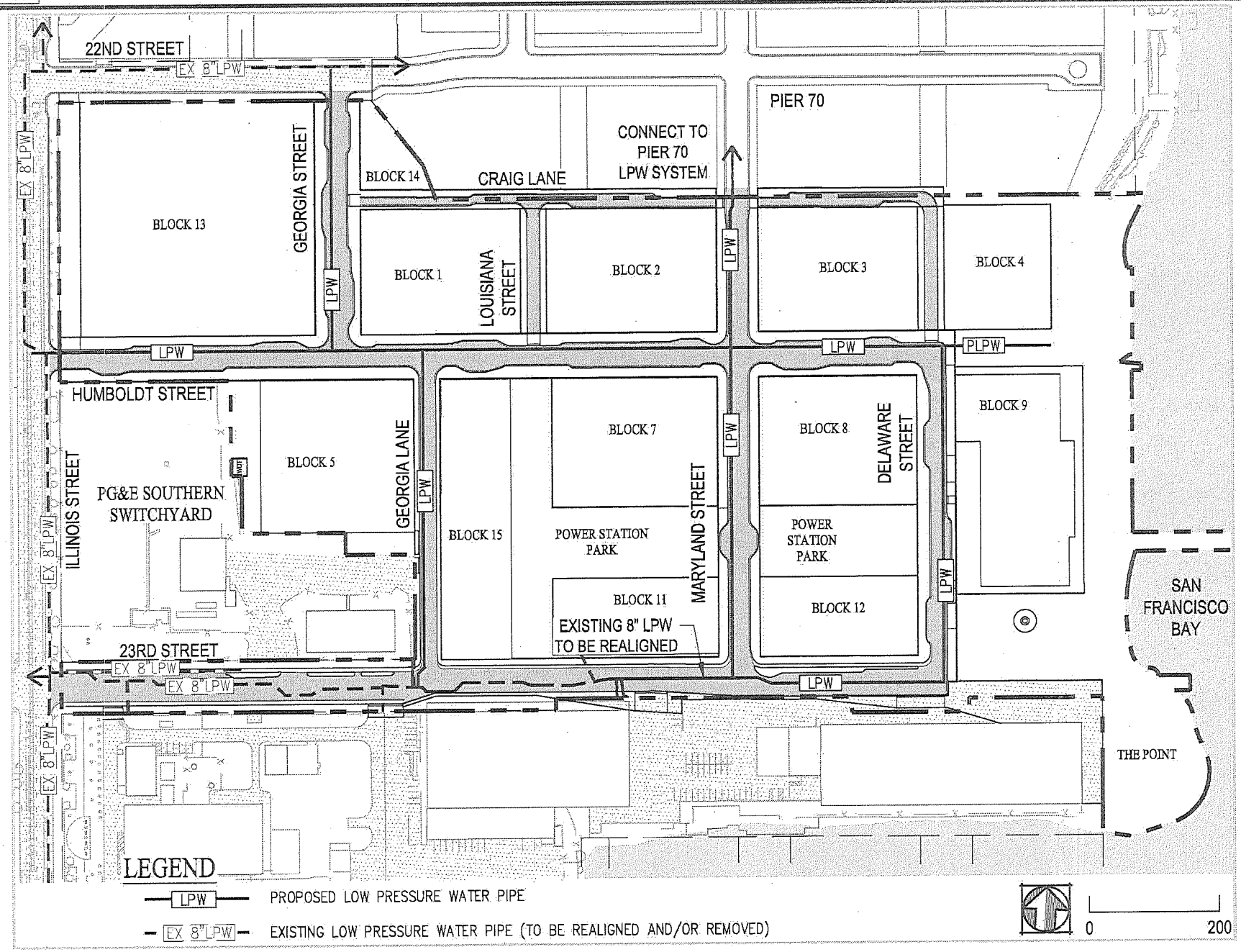


Figure 11.1 Low Pressure Water System

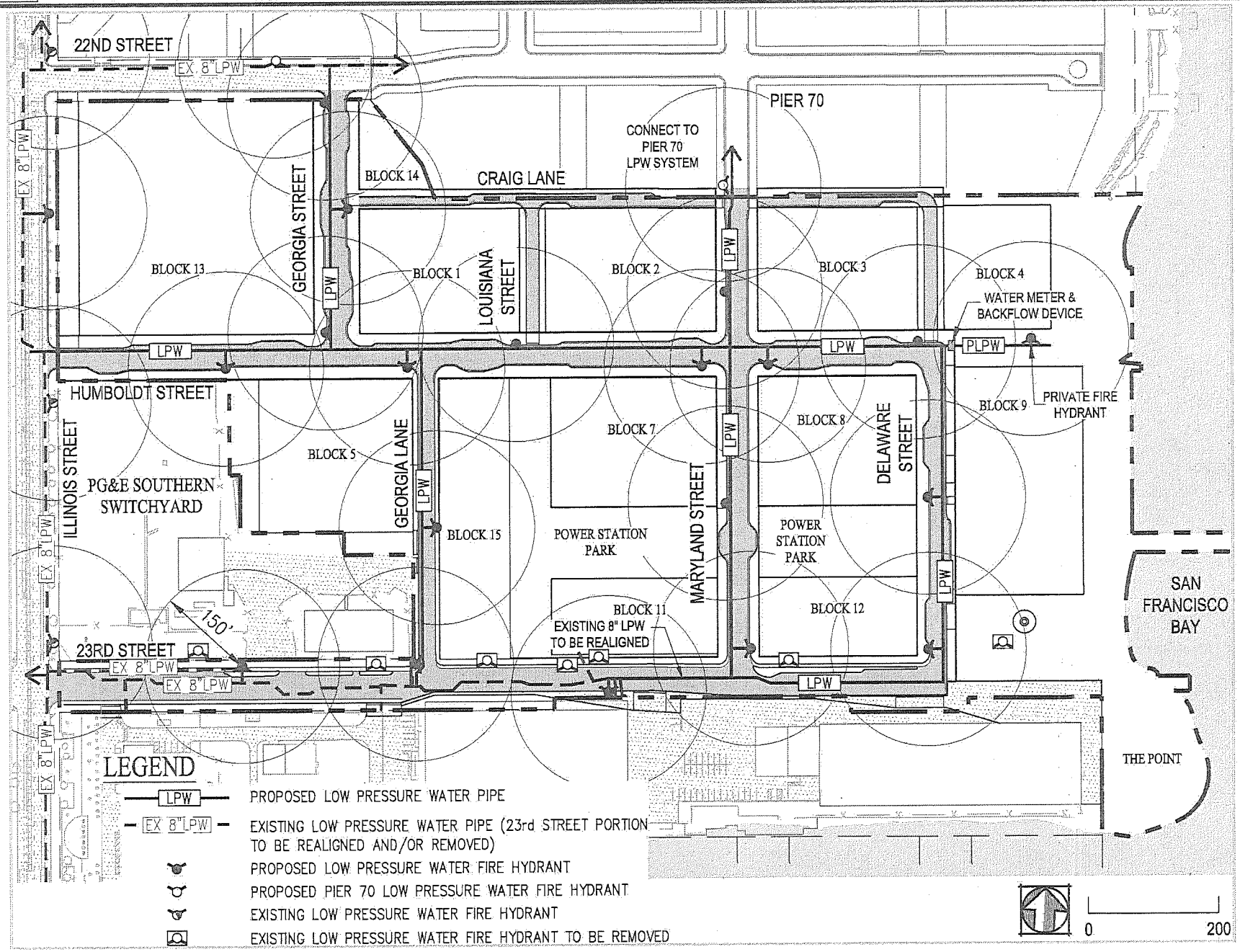


Figure 11.2 Proposed Fire Hydrant Locations

12 NON-POTABLE WATER SYSTEM

12.1 Existing Non-Potable Water System

The City's recycled water system does not currently extend to or serve the Project Site. The City does not have existing recycled water facilities within the vicinity of the Project Site.

12.2 Proposed Non-Potable Water Demands

The estimated non-potable water demands associated with the Project are summarized in Table 12.1. The Project non-potable water demands, associated with flushing, irrigation and cooling towers, have been calculated using the SFPUC's Non-Potable Water Program District Scale water calculator. The Project non-potable water system has been planned based upon the Project Variant Development Program scenario which generates the highest project non-potable water demands. See the Project Water Demand Memo in Appendix D.

Table 12.1. Non-Potable Water Demands

Project Non-Potable Water Demands	
Design Scenario	**Demand (gpd)**
Average Day Demand (ADD)	79,500
Maximum Day Demand (MDD) – Peaking Factor 1.4	111,300
Peak-Hour Demand (PHD) – Peaking Factor 3.0	238,500

12.3 Proposed Non-Potable Water System

The Project is located within the City's Designated Recycled Water Use Area and is subject to the Recycled Water Ordinance. Additionally, the Project is subject to the Non-Potable Water Ordinance.

The project will pursue one of the following three options for complying with the City's Non-Potable Water Ordinance. The section of non-potable water treatment system option will be made prior to the Phase 1 Street Improvement Permit.

- Localized district wastewater collection and treatment plants will treat wastewater generated within certain development blocks to comply with Article 12C of the San Francisco Health Code and deliver to Development Parcels through a new private non-potable water distribution system either within the public right-of-way or privately-owned parcels. (Note that an encroachment permit from the Department of Public Works would be required under this option and an exception from the Recycled Water Use Ordinance); or

- Centralized wastewater treatment plant will treat wastewater from the separated sanitary sewer system watershed and likely be located in Block 8, near the low point of this system. This treatment plant will treat wastewater to San Francisco's non-potable standard and deliver to Development Parcels through a new private non-potable water distribution system within the public right-of-way. (Note that an encroachment permit from the Department of Public Works would be required under this option and an exception from the Recycled Water Use Ordinance); or

- In the event the City constructs a regional recycled water treatment facility that provides recycled water to the Project Site, the proposed project may elect to connect to this system, delivering recycled water to Development Parcels through a new public non-potable water distribution system within the public right-of-way. In this case, the project would not construct a separate wastewater diversion, treatment and reuse systems on private parcels.

12.3.1 Localized District Wastewater Treatment Option

The Localized District Wastewater Treatment Option will include privately owned and maintained wastewater collection and treatment plants within certain development blocks. The best candidates for wastewater collection and treatment are Blocks 1, 4, 5, 7, and 8; they are planned for residential land use, which generates the largest amount of wastewater on site. The number of wastewater plants incorporated into the project will meet the need of district-wide non-potable demands for flushing, irrigation, and cooling towers. If wastewater collection and treatment in the Blocks identified above do not meet the district-wide needs, additional residential buildings will incorporate wastewater collection and treatment (Block 9 and 13).

The treatment plants will treat wastewater to meet San Francisco's Health Code Article 12C Water Quality Standards. Pumps required to maintain pressurization in wastewater collection lines and/or non-potable water distribution lines will be provided by the vertical developer as necessary.

The treatment plants will supply non-potable water to all development blocks within the Project by connecting to a private non-potable water distribution system. The non-potable water will be distributed to all buildings and open space areas within the Project. The irrigation and building non-potable water demands will be met by the non-potable water supplied by the district wastewater treatment plants. Wastewater flows in excess of the non-potable water demand will be discharged to the sanitary sewer system, Blocks 1 and 5 to the combined sewer system and Blocks 4, 7 and 8 to the separated sanitary sewer system. The wastewater treatment plants will be enclosed, and odor control units will be installed to vent to the atmosphere. Each of these facilities are anticipated to require approximately 500 square feet within a within a Building. Each facility will also likely include up to two

storage tanks totaling to 25,000 gallons. These treatment plants may be integrated to also treat and harvest rainwater, in which case the size of the storage tanks would increase.

This option will include the design and construction of a proposed private non-potable water distribution system by the Developer. The private non-potable water system will be located in the public right-of-way and will consist of 8-inch diameter low pressure mains, fittings, valves, service laterals, meters and appurtenances. The extents of the private non-potable water pipelines will be limited to the portions of the public right-of-way's necessary to provide service to the Development Blocks and Open Spaces. Accordingly, in this option the project intends to submit an exemption from the Recycled Water Ordinance, as there will be portions of the public right-of-way that the non-potable water pipelines are not needed to be installed. The proposed private non-potable water system associated with the Localized District Wastewater Option is depicted on Figure 12.1.

The project will prepare a non-potable water implementation plan for review and approval by the SFPUC. This plan will also demonstrate that this option will comply with the requirements of San Francisco's non-potable water program, including the San Francisco Department of Health rules and regulations regarding the operation of alternate water source systems.

12.3.2 Centralized Wastewater Treatment Option

The Centralized Wastewater Treatment Option will centralized privately owned and maintained wastewater treatment plant within Block 8. This location is ideal for a centralized facility, as it is near the low point of the sanitary sewer system, which generates the largest amount of wastewater on site. The centralized wastewater plant incorporated into the project will meet the need of district-wide non-potable demands for flushing, irrigation, and cooling towers. If the centralized wastewater collection and treatment at Block 8 does not meet the district-wide needs, additional residential buildings will incorporate wastewater collection and treatment

The treatment plant will treat wastewater to meet San Francisco's Health Code Article 12C Water Quality Standards. Pumps required to maintain pressurization in wastewater collection lines and/or non-potable water distribution lines will be provided by the vertical developer as necessary.

The treatment plant will supply non-potable water to all development blocks within the Project by connecting to a private non-potable water distribution system. The non-potable water will be distributed to all buildings and open space areas within the Project. The irrigation and building non-potable water demands will be met by the non-potable water supplied by the district wastewater treatment plants. Wastewater flows in excess of the

non-potable water demand will be discharged to the sanitary sewer system. The wastewater treatment plants will be enclosed, and odor control units will be installed to vent to the atmosphere.

This option will include the design and construction of a proposed private non-potable water distribution system by the Developer. The private non-potable water system will be located in the public right-of-way and will consist of 8-inch diameter low pressure mains, fittings, valves, service laterals, meters and appurtenances. The extents of the private non-potable water pipelines will be limited to the portions of the public right-of-way's necessary to provide service to the Development Blocks and Open Spaces. Accordingly, in this option the project intends to submit an exemption from the Recycled Water Ordinance, as there will be portions of the public right-of-way that the non-potable water pipelines are not needed to be installed. The proposed private non-potable water system associated with the Centralized Wastewater Treatment Option is depicted on Figure 12.1.

The project will prepare a non-potable water implementation plan for review and approval by the SFPUC. This plan will also demonstrate that this option will comply with the requirements of San Francisco's non-potable water program, including the San Francisco Department of Health rules and regulations regarding the operation of alternate water source systems.

12.3.3 City Recycled Water Treatment Facility Option

In the event that the City constructs recycled water treatment facility and distribution pipelines in the vicinity of the project and the project elects to connect to this system, a new public recycled water distribution system will be constructed within the public right-of-way.

The distribution system will provide recycled water to all buildings and open spaces within the project. The irrigation and building non-potable water demands will be met by the recycled water supplied by this system. The public recycled water system will be located in the public right-of-way and will consist of 8-inch diameter low pressure mains, fittings, valves service laterals meters and appurtenances. The proposed public recycled water system associated with the City supply option is depicted on Figure 12.2.

12.4 Rainwater Harvesting

The project may potentially integrate rainwater harvesting into some of the Development Blocks. This is intended to achieve compliance with the City's Stormwater Management Requirements, specifically the required runoff flow and volume reduction within the combined sewer areas as discussed in Section 16. Where feasible, the rainwater harvesting will be integrated to the

Localized District Wastewater Treatment Plants within the certain Development Blocks planned to have these features.

12.5 Non-Potable Water System Phasing

The proposed Project will design and install the new non-potable water system in phases as needed to support each proposed Development Phase consistent with the Project Phasing Plan. The extent of the proposed non-potable water system installed within each phase will be the minimum necessary to support each respective Development Phase. Each Development Phase will at minimum install the portions of the proposed non-potable water system and treatment plant(s) within or adjacent to that Phase as required to supply non-potable water to each Development Phase.

Impacts to improvements installed with previously constructed portions of the Development due to the designs of subsequent phases will be the responsibility of the Developer and will be addressed prior to approval of construction documents for each subsequent Phase.

For each Development Phase, the Developer will provide Improvement Plans describing and depicting the existing non-potable water facilities and proposed phase of non-potable water facilities. The Phasing Plans and supporting reports will demonstrate that the proposed phase of non-potable water facilities will include on-site treatment plant(s) to supply the required non-potable water demands and pipeline distribution systems to provide the required pressures and flow for that Development Phase.

12.6 Shared District Thermal Energy Plants

The project may elect to construct shared thermal energy plants, if the project sponsor determines that such system would be feasible. Such a system would use shared thermal energy plants within the project site to recover waste heat from commercial buildings for heating and cooling use in residential buildings to reduce the project's overall energy and water demands. A connection would be provided between residential and commercial building pairs when (1) such pairing occurs, and (2) a connection can be made without crossing a public right of way. Anticipated residential-commercial pairings include Blocks 1 and 2; 3 and 4; 7 and 11 and/or 15; and 8 and 12. If any of the residential-commercial pairings do not occur as anticipated due to a change in land use within a flex parcel, there will be no requirement to implement a shared thermal energy plant within that pairing.

Shared thermal energy plant equipment installed in commercial buildings would include heat recovery cooling equipment (heat recovery chillers) to provide excess hot water to the adjacent residential buildings for space heating and domestic hot water production. Residential buildings

would install space heating and domestic hot water equipment capable of utilizing the hot water provided by the adjacent commercial building.

If construction of shared thermal energy plants in residential building precedes construction of the commercial building, temporary provision of hot water for space heating and domestic hot water would be provided. In the case of this temporary provision, electric or natural gas may be used to produce hot water.

12.7 All-Electric Building Heating and Cooling

The project may elect to eliminate the use of natural gas for space heating and domestic water use, which would reduce operational greenhouse ("GHG") emissions and limit on-site combustion. During the design of the mechanical system for each building, the feasibility of systems that provide for all-electric space heating and domestic hot water production shall be explored. Among other factors, future utility rates and the impact on affordability will be considered as part of the determination of feasibility made by the Project Sponsor for using all-electric systems for building heating and cooling.

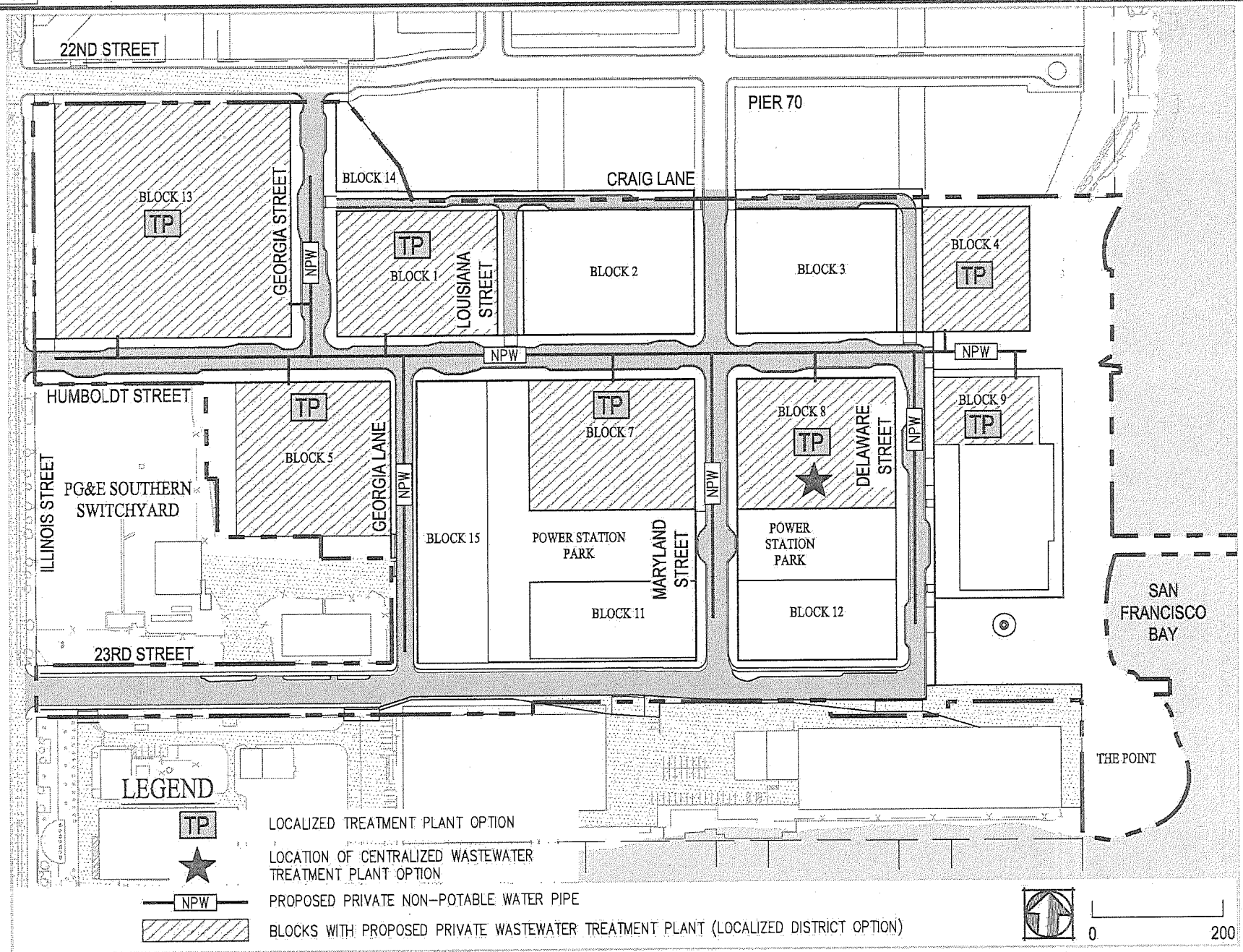


Figure 12.1 Proposed Non-Potable Water System - Localized District and Centralized District Treatment Plant Options

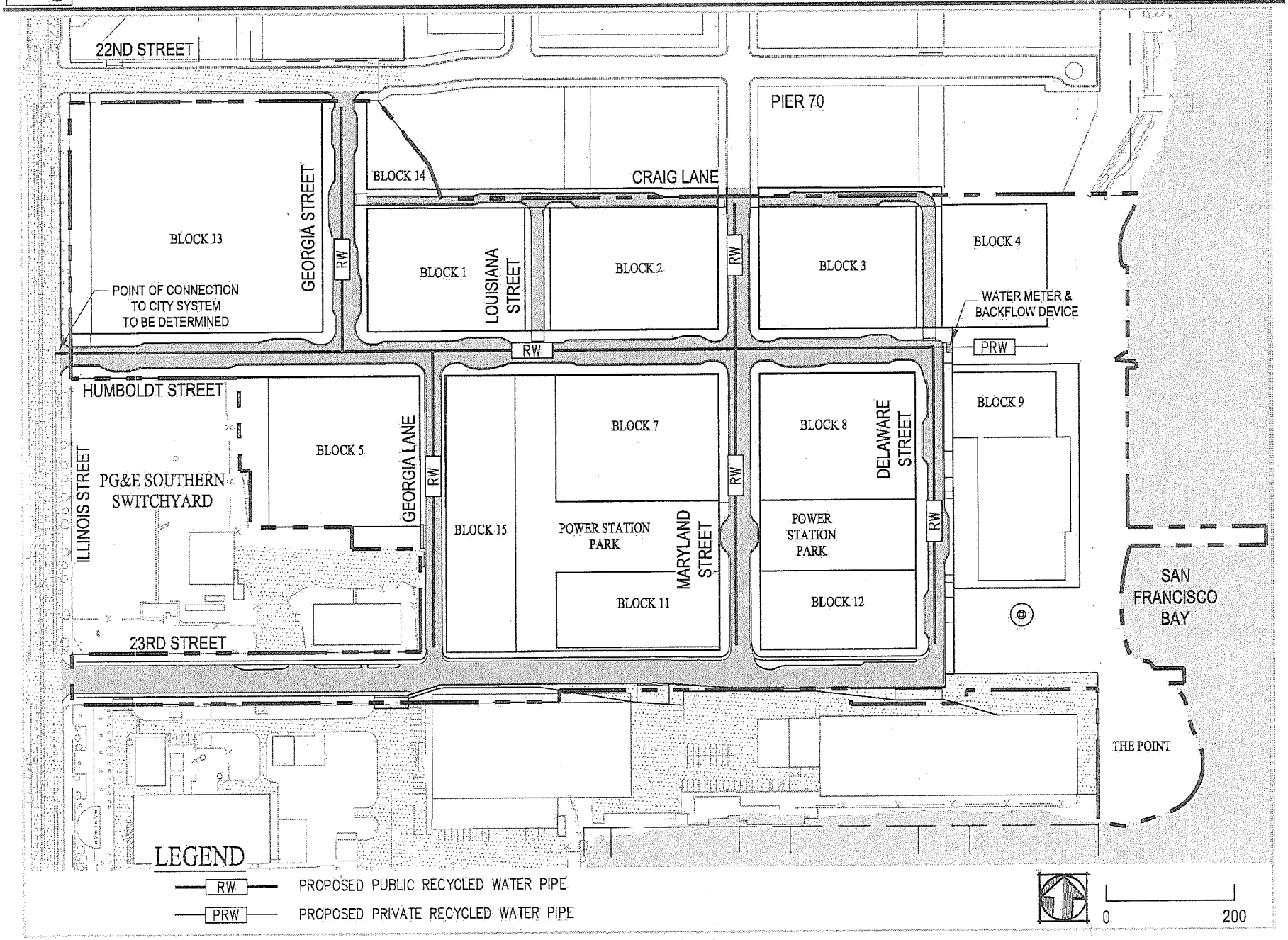


Figure 12.2 Proposed Public Recycled Water - City Supply Option

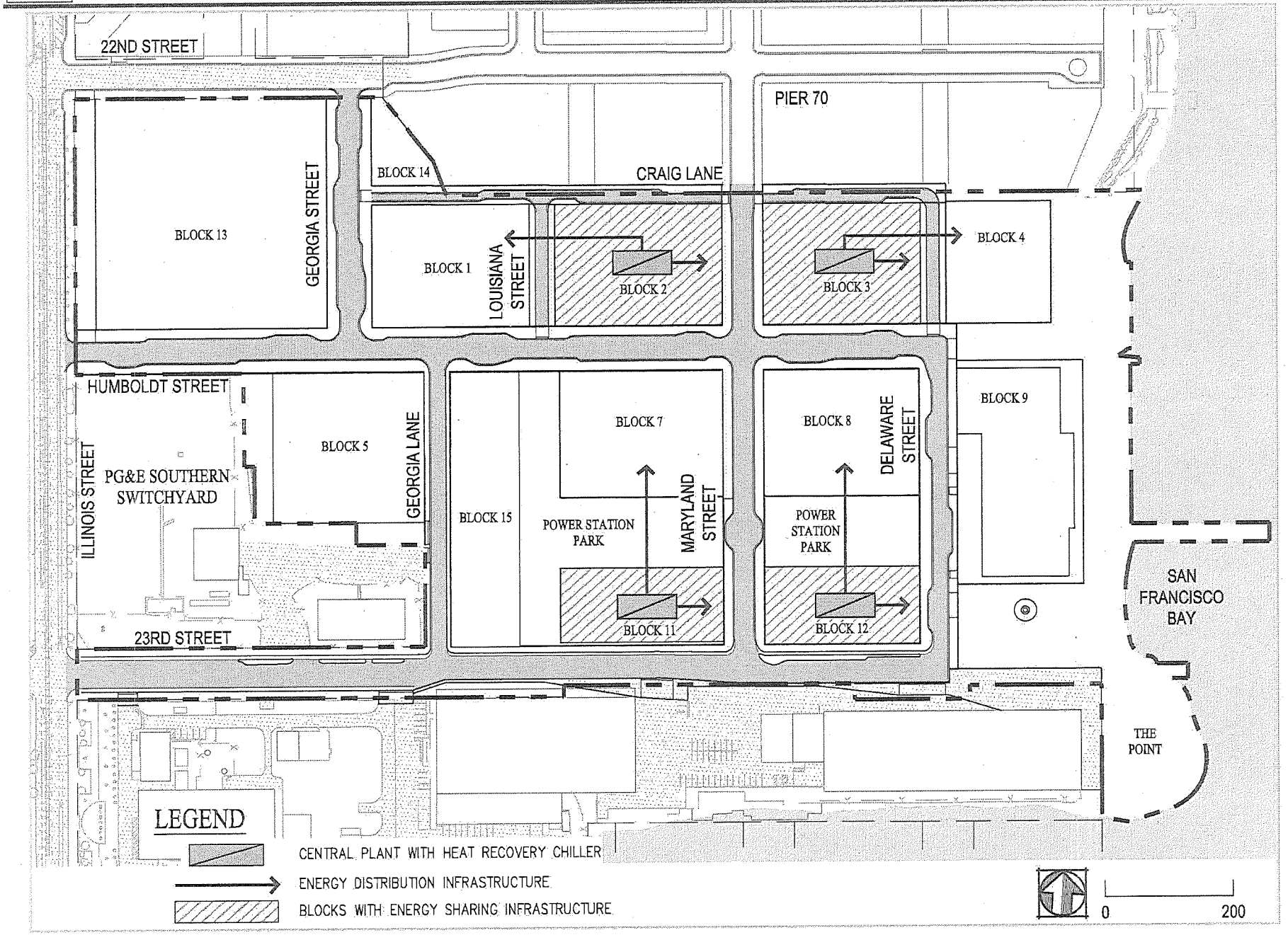


Figure 12.3 Shared Localized Thermal Energy Plants

13 AUXILIARY WATER SUPPLY SYSTEM (AWSS)

13.1 Existing AWSS System

The SFPUC, in cooperation with the SFFD, owns and operates the Auxiliary Water Supply System ("AWSS"). The AWSS is a high pressure, non-potable water distribution system dedicated to fire suppression specifically designed for reliable operation after a major seismic event. The existing AWSS system within the vicinity of the project includes a 14-inch diameter main in 3rd Street.

13.2 AWSS Design Criteria

The proposed Project will meet the fire protection requirements established by the SFFD to meet their City-wide objectives for fire protection following a seismic event. This includes the extension and installation of AWSS facilities to and within the Project. The proposed AWSS facilities will be located in the proposed streets that are either public right-of-way or private property with a public utility easement (23rd Street), as approved by the SFPUC.

The AWSS facilities will be placed with vertical and horizontal separation distances to other utilities as identified in Section 10.

13.3 Proposed AWSS System

The proposed Project will install new AWSS facilities within the Project and extending and connecting to the existing AWSS main in 3rd Street. The proposed AWSS facilities will include a 20-inch diameter main extension within 23rd Street connecting to the existing 14-inch main in 3rd Street and extending to the proposed intersection of Maryland Street and 23rd Street. Additionally, a 20-inch diameter main will be installed in Maryland Street extending from 23rd Street to the Project northern boundary line where it will connect to the AWSS main to be installed by the Pier 70 project. The proposed 20-inch pipeline will be earthquake resistant ductile iron pipe material. The Project will also install AWSS fire hydrants, at a maximum spacing of 500 feet, at locations determined by the SFPUC and SFFD. The proposed AWSS facilities, including proposed hydrant locations, are depicted on Figure 13.1.

13.4 AWSS Phasing

The proposed Project will design and install the new AWSS facilities in phases consistent with the Project Phasing Plan. The extent of the proposed AWSS installed within each phase will be the minimum necessary to support each respective Development Phase. Each Development Phase will at minimum install the portions of the proposed AWSS facilities within or adjacent to that Phase and will connect to existing reliable facilities as close to the Project Site as possible. Repairs or replacements of the existing facilities surrounding the Project will be made as necessary to support each proposed Development Phase.

The SFPUC will be responsible for maintenance of existing AWSS facilities. The SFPUC will be responsible for the new AWSS facilities once construction of each Development Phase or a new AWSS facility is complete and accepted by the SFPUC. Impacts to improvements installed with previously constructed portions of the Development due to the designs of subsequent phases will be the responsibility of the Developer and will be addressed prior to approval of construction documents for each subsequent Phase.

The SFPUC and SFFD will provide flow and pressure capacities of the existing AWSS the proposed AWSS is connecting to for each Development Phase. The Developer will provide Phasing Plans and supporting reports describing and depicting the proposed phase of AWSS facilities and demonstrating the facilities will provide the required pressures and flow for that Development Phase. The Phasing Plans will assume the AWSS system through the Pier 70 Project is completed by others.

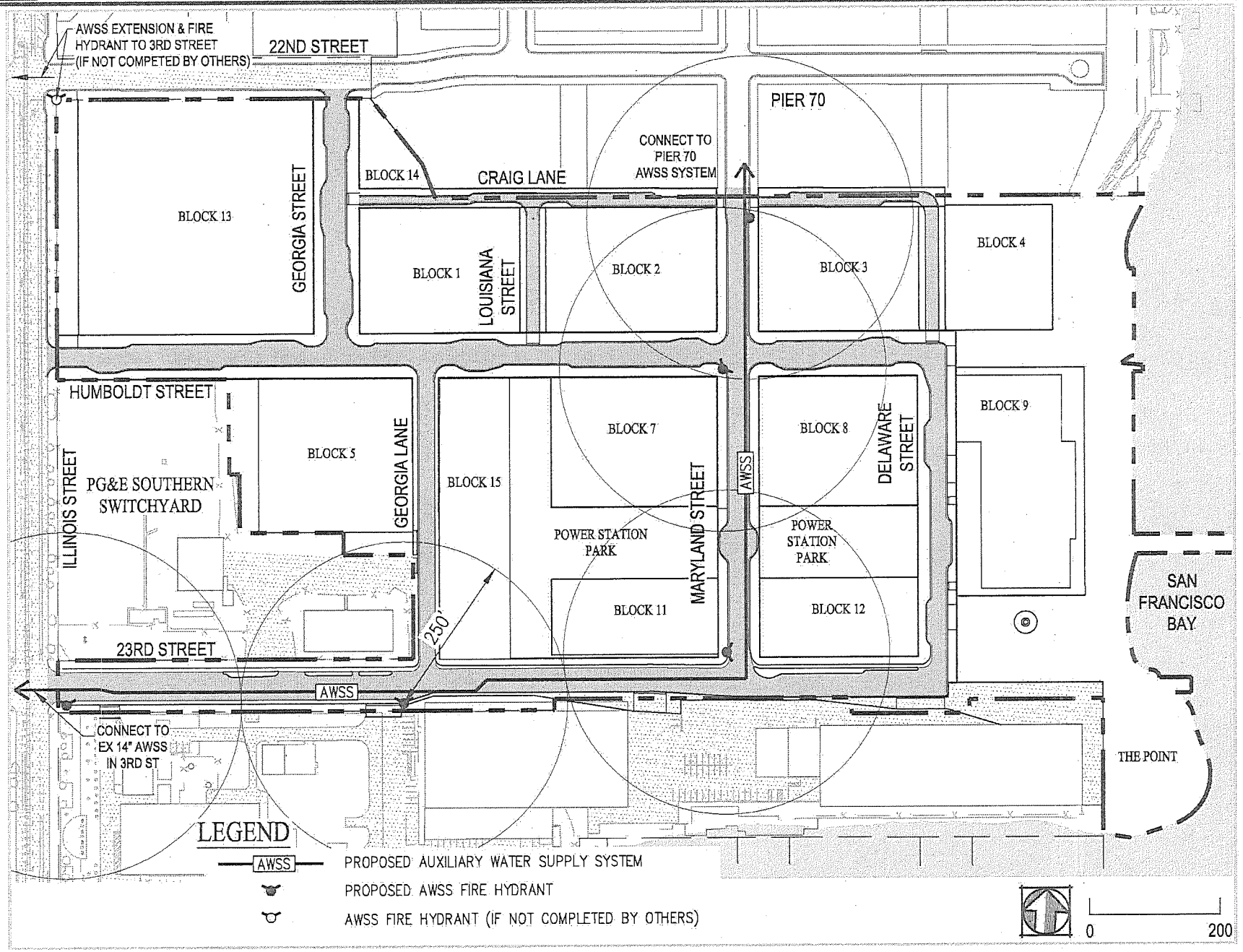


Figure 13.1 Proposed AWSS System

14 SANITARY SEWER SYSTEM

14.1 Existing Combined Sewer System

The Project is within the Combined Sewer Area – Bayside Drainage Basin. The historical sanitary sewer generated at the Project site was associated with the PG&E Power Plant operations, which was closed in 2011. Since the PG&E Power Plant was closed in 2011, the site has had on-going environmental remediation activities and some of the structures have been since demolished. The existing sanitary sewer flow generated at the Project has been further reduced as there are only a small amount of remaining employees and uses within the project site.

The existing conditions within the Project consists of several buildings in varying states of activity as the as well as numerous parking lot areas and three recently deconstructed holding tanks. The Project is nearly 100% impervious. The sanitary sewer and stormwater runoff generated from the existing buildings within the Project is collected by a network of private pipelines, holding tanks and pump stations within the Project area. This private system discharges the Project wastewater to the existing combined sewer 12-inch diameter pipeline located in 23rd Street, along the south side of Station A.

The combine sewer pipeline within 23rd Street connects to a 27-inch gravity trunk main in Illinois Street, which conveys wastewater southerly and eventually to the Southeast Treatment Plant.

There is an existing 12-inch diameter pipeline and drainage inlets in Humboldt Street near the intersection with Illinois Street. This existing system only collects stormwater flows from the PG&E switchyard areas and connects to the 27-inch gravity trunk main in Illinois Street.

There are additional proposed combined sewer pipelines planned within 22nd Street associated with the Pier 70 project. These facilities will connect to the Pier 70 combined sewer system which consists of pipelines, storage and the SFPUC 20th Street Pump Station. This system discharges to the existing combined sewer system within 20th Street, which eventually also drains to the 27-inch gravity trunk main in Illinois Street. See Figure 14.1 depicting the existing combined sewer system within the vicinity of the Project.

The Project is comprised of two stormwater watersheds defined by the existing topography of the Project site. The stormwater runoff from the western watershed is collected by the existing combined sewer facilities in Humboldt Street and 23rd Street. The stormwater runoff from the eastern watershed is collected and conveyed to existing outfalls to the Bay. See Figure 14.2 depicting the extents of the two existing stormwater watersheds within the Project.

14.2 Proposed Sanitary Sewer Flows

The proposed Project estimated sanitary sewer flow assumes a return of 95% on the potable water demand and 100% on the non-potable water for the Average Day Demands. The potable and non-potable water demand calculations associated with the proposed Project are estimated using the SFPUC's Non-Potable Water Program District Scale Water Calculator. The output from the calculator is enclosed in Appendix D.

A peaking factor of three was applied to the Average Daily Dry Weather Flow ("ADWF") to determine the Peak Dry Weather Flow ("PDWF"). The resulting ADWF for the proposed Project is 309,810 gpd or 215 gpm. The proposed Project is anticipated to generate a PDWF of 929,430 gpd or 645 gpm.

14.3 Downstream Combined Sewer Facilities

Preliminary wastewater modeling for the Project have been coordinated with the SFPUC to confirm that the existing combined sewer system facilities have adequate capacity for the Project. The modeling did not identify additional combined sewer system discharge events or system freeboard deficiencies created by the additional wastewater flows from the Project to the existing system.

The existing 12-inch pipeline in 23rd Street is currently planned for replacement through the SFDPW Contract 2710J Various Locations No. 28 Pavement Renovation and Sewer Replacement project. The SFPUC has confirmed the proposed pipeline replacement will have adequate capacity to accommodate the proposed Project wastewater flows.

14.4 Proposed Sanitary Sewer System

The proposed separated sanitary sewer system will maintain the existing drainage patterns within the Project site. The topography and site grading will be configured to provide clear differentiation of the two sewersheds within the Project. The sanitary sewer generated within the eastern watershed is proposed to be collected and conveyed by a proposed separated sanitary sewer system to be constructed by the Developer. The wastewater generated within the western watershed is proposed to be collected and conveyed by a proposed combined sewer system to be constructed by the Developer. The proposed sewershed limits that comprise the Project are depicted on Figure 7.3. The proposed separated sanitary sewer systems are described further below and depicted on Figure 14.3.

The proposed combined sewer system in the northern portions of Georgia Street and within the western watershed will connect to the proposed combined sewer system in 22nd Street that is proposed to be installed by the Pier 70 project. The Project will coordinate with the SFPUC and the Pier 70 project to ensure the necessary capacity for these wastewater flows are accommodated by the Pier 70 system.

14.4.1 Proposed Separated Sanitary Sewer System

The sanitary sewer generated within the Project eastern sewershed will be collected and conveyed by a proposed separated sanitary sewer system. The proposed separated sanitary sewer system is depicted on Figure 14.3. The separated sanitary sewer system will be designed and constructed by the Developer. The separated sanitary sewer design will be reviewed and approved by the SFPUC. The proposed separated sanitary sewer system will consist of 12-inch diameter collection pipelines that convey sanitary sewer by gravity to a pump station located near Delaware Street. The pump station will include an emergency back-up generator. The pump station control panel and emergency generator are proposed to be located in an enclosure placed in the open space adjacent to Delaware Street and Block 9. This facility will be encompassed by a public utility easement. A sanitary sewer force main will extend from the pump station southerly in Delaware Street and westerly in 23rd Street, eventually discharging to the existing combine sewer system in 23rd Street.

The proposed pipelines will be constructed in accordance with the City of San Francisco 2015 Subdivision Regulations and SFPUC Wastewater Utility Standards. The minimum service laterals to the buildings are to be six inches and eight inches, depending on the building use, size and demands. Laterals will have a fresh air inlet and trap in compliance with the Subdivision Regulations. Manhole covers will be solid with manhole spacing set at a maximum of 300 feet apart in linear distance, and up to 350 feet apart with approval from the SFPUC, and at changes in pipeline diameter, grade or alignment. Collection pipelines will be designed to have sufficient capacity to convey the average day design sanitary sewer flows when flowing half full based on depth (d/D = 0.50) and flowing three quarters full based on depth (d/D=0.75) for peak day design flows. The slope of the collection pipelines will maintain a minimum flow velocity of two ft/sec under average flow conditions. See Figure 10.2 depicting the proposed separated sanitary sewer pipeline locations relationship to other utilities and street improvements.

Upon completion of construction by the Developer and improvement acceptance by the SFPUC, the proposed separated sanitary sewer system will be maintained and owned by the SFPUC.

14.4.1.1 Northern Connection Alternative

There is an alternative configuration of the separated sewer system that would connect to the north, to the Pier 70 Combined Sewer System. This alternative would eliminate the pump station located within the Project. The proposed sanitary sewer system would be configured to convey the Project sanitary sewer by gravity flow to the Pier 70 System located in Maryland Street. This would require accelerating to Phase 1 the installation of this pipeline in Maryland Street, north of Humboldt Street for both the segment in PPS and the segment in Pier 70 to 22nd Street. This will require construction coordination with PG&E's planned remediation of the PPS "Tank Farm" area and construction coordination with Pier 70. This alternative is subject to further coordination and evaluation between the Project, Pier 70 and SFPUC.

14.4.2 Proposed Combined Sewer System

The wastewater generated within the Project's western sewershed will be collected and conveyed by a proposed combined sewer system. The proposed combined sewer system is depicted on Figure 14.3. The combined sewer system will be designed and constructed by the Developer. The combined sewer design will be reviewed and approved by the SFPUC. The proposed combined system will consist of collection pipelines ranging from 12" to 18" in diameter that convey sanitary sewer and stormwater by gravity to the surrounding existing combined sewer facilities in Illinois Street, 23rd Street and 22nd Street. The combined sewer system will be designed in accordance with the Subdivision Regulations, maintaining four feet of freeboard and designed to protect from flooding related to potential overland flows.

Figure 10.2 depicting the proposed combined sewer pipeline locations relationship to other utilities and street improvements.

Upon completion of construction by the Developer and improvement acceptance by the SFPUC, the proposed combined sewer system will be maintained and owned by the SFPUC. The SFPUC acceptance of infrastructure will occur upon the City' acceptance of the public streets associated with each phase.

14.5 Phases for Sanitary Sewer System Construction

The Developer will design and install the new separated sanitary sewer system and combined sewer system based on the Project Phasing Plan and as needed to facilitate each specific proposed Development Phase. The amount and location of the proposed sanitary sewer facilities installed will be the minimum necessary to support the Development Phase. Phase 1 will include the design and construction of the separated sanitary sewer pump station and force main discharging to the

combined sewer system in 23rd Street. Each Development Phase will connect to the existing system as close to the limit of the Development Phase as possible while maintain the integrity of the existing system for the remainder of the Project. Repairs and / or replacement of the existing facilities necessary to support the proposed Development Phase will be designed and constructed by the Developer. Interim sanitary sewer systems will be constructed and maintained by the Developer as necessary to maintain existing sanitary sewer facilities impacted by proposed Development Phases.

The SFPUC is responsible for maintenance of the existing combined sewer facilities surrounding the Project. The Developer will maintain acceptable access through all phases for the SFPUC to maintain SFPUC accepted infrastructure. The SFPUC will be responsible for the new separated sanitary sewer system and combined sewer system once construction of the Development Phase or new sanitary sewer system is complete and accepted by the SFPUC. The Developer will own and maintain interim facilities, as required, until completion of the Development Phase.

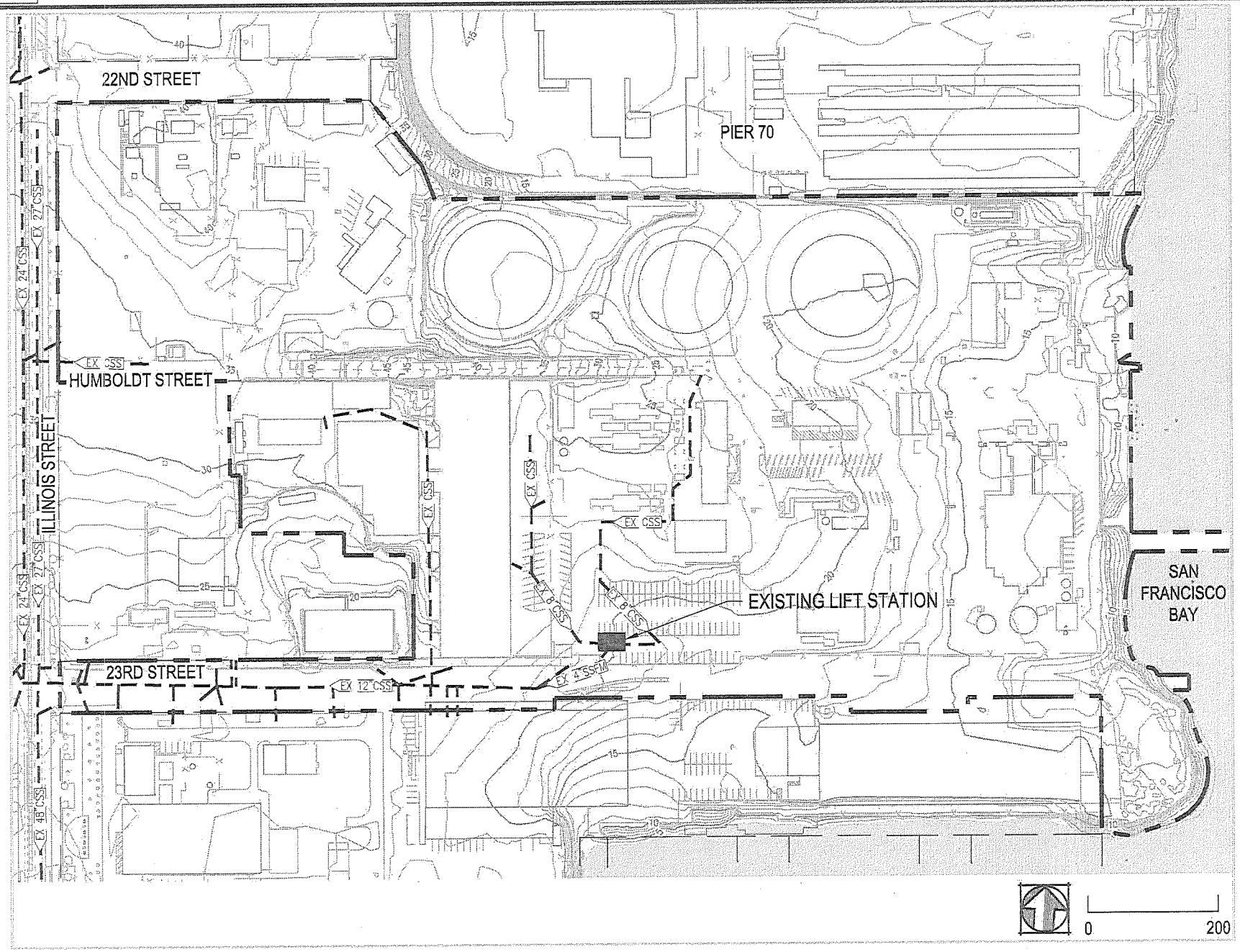


Figure 14.1 Existing Combined Sewer System

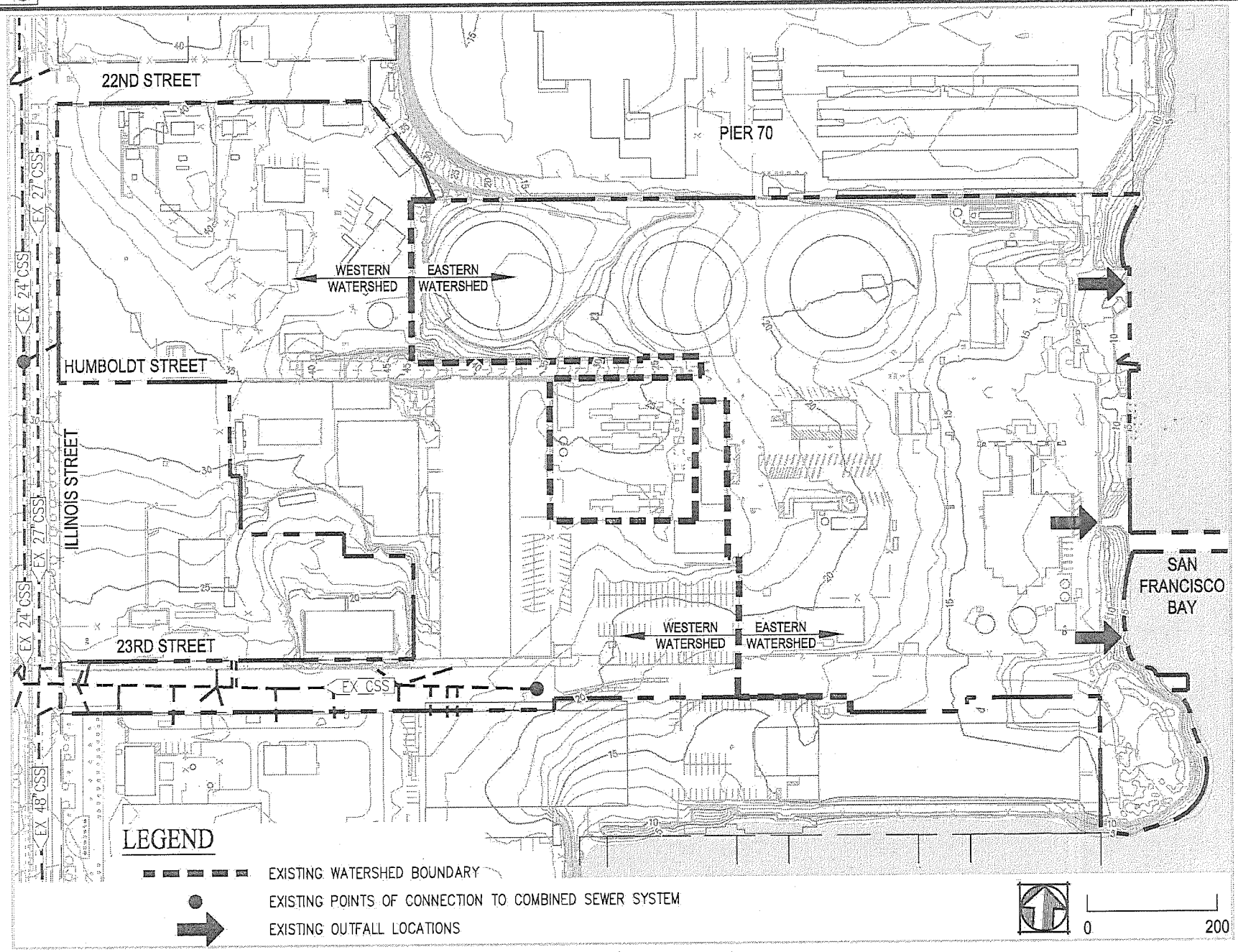


Figure 14.2 Existing Stormwater Watersheds Within Project

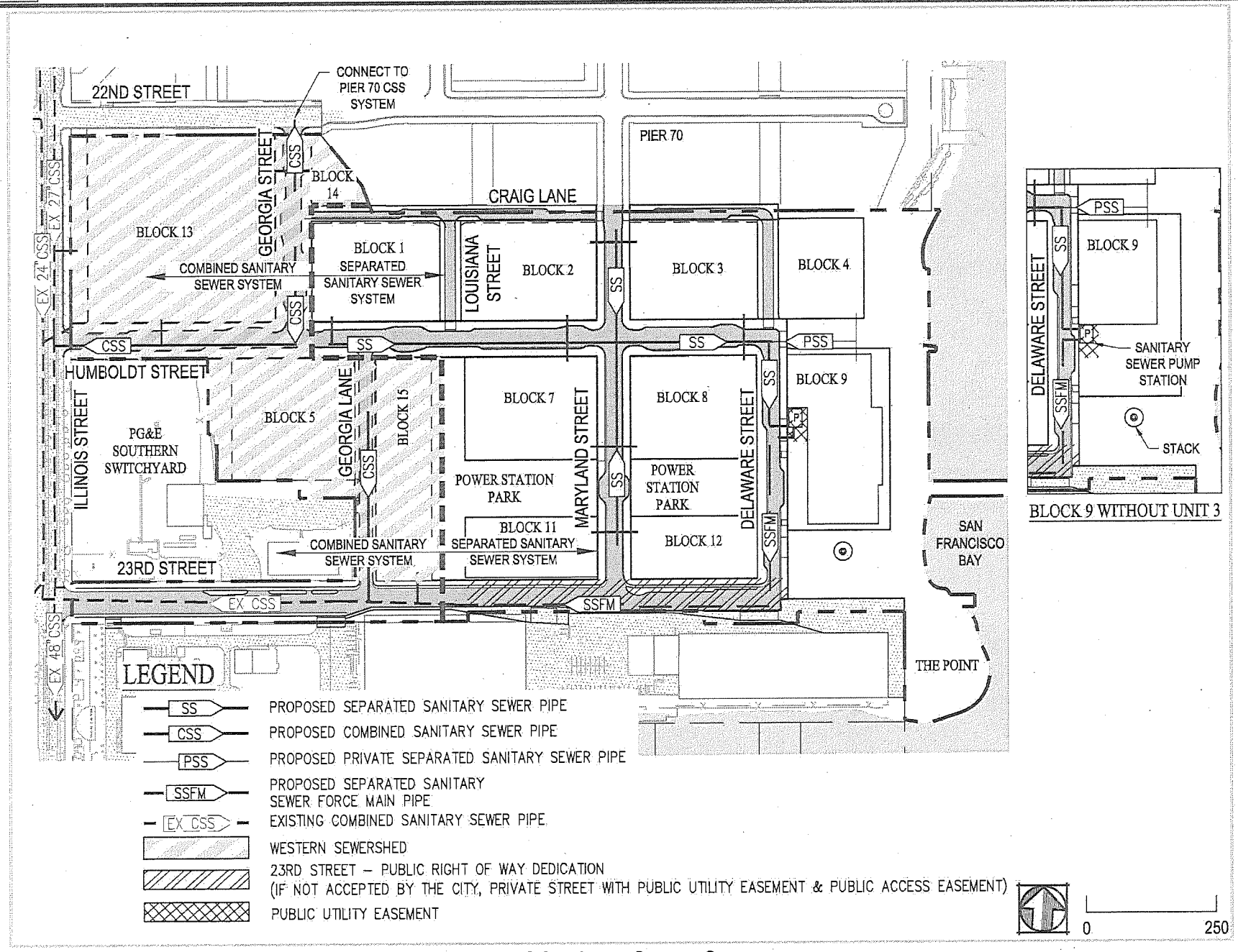


Figure 14.3 Proposed Combined and Separated Sanitary Sewer Systems

15 STORM DRAIN SYSTEM

15.1 Existing Storm Drain System

The Project site is comprised of two drainage watersheds. The western watershed is collected and conveyed by existing on-site inlets, pipelines and pump stations to the existing combined sewer system in Illinois Street and 23rd Street. The eastern watershed is collected and conveyed by a separated storm system that discharges to the Bay. The existing on-site separated storm system is comprised of inlets, pipelines, holding tanks and three existing outfall discharge points to the Bay located along the project waterfront. The existing watersheds are depicted on Figure 15.1.

The eastern portion of 23rd Street, east of Station A, overland flows to the east and releases by overtopping the shoreline at the eastern terminus of the street. Table 15.1 outlines the areas of the existing watersheds.

The existing storm drain infrastructure within the Project does not include any best management practices (BMP) to manage or treat stormwater runoff. The existing site conditions are effectively 100% impervious surfaces comprised of pavement and roof areas.

Table 15.1 Existing Watershed Areas – Combined Sewer Areas

Point of Connection	Drainage Areas (Acres)
Humboldt at Illinois Street	6.38
23rd at Illinois Street	7.55
Total Combined System	**12.93**

Table 15.2 Existing Watershed Areas – Separated Storm Drain Areas

Point of Connection	Drainage Areas (Acres)
Existing Bay Outfalls	14.93
Overland Flow	0.80
Total to San Francisco Bay	**15.73**

15.2 Proposed Storm Drain System

The proposed storm drain systems will generally maintain the existing drainage patterns within the project site, while reducing the area draining to the City's combined sewer system. Stormwater runoff will continue to be conveyed by both a separated storm system directly to the Bay and pipelines connecting to the City's combined sewer system. The topography and site grading will be configured to provide clear differentiation of the two watersheds within the Project, protecting from any potential overflow discharges from the combined sewer system to the Bay.

15.2.1 Proposed Separated Storm Drain System

The stormwater runoff within the eastern watershed is proposed to be collected and conveyed by a proposed separated storm system discharging to the Bay via a new outfall to be constructed by the Developer. The portions of 23rd Street that formerly drained by overland flow to the Bay will be collected and conveyed by the proposed separated storm drain system. A curb will be constructed along the south side of 23rd Street to collect stormwater from the street immediately north of the existing loading docks. The proposed separate storm drain systems will consist of entirely new infrastructure, consolidated into a single outfall to the Bay. The proposed system will be designed to convey stormwater flows from a 5-year / 3-year design storm. For maintenance and permit compliance purposes, an isolation gate with manhole will be installed directly upstream of the outfall to allow blocking of stormwater flows to the outfall or rerouting of nonconforming flows to the sanitary sewer system. A conceptual configuration of the proposal outfall is depicted on Figure 15.4. The proposed pipelines will range from 12 inches to 42 inches in diameter.

15.2.2 Proposed Combined Sewer System

The stormwater runoff within the western watershed is proposed to be collected and conveyed by a proposed combined sewer system to be constructed by the Developer and discharging to the existing combined sewer facilities in Illinois Street and 23rd Street.

The existing combined sewer pipeline in 23rd Street is scheduled to be replaced as part of the SFDPW Contract 2710J Various Locations No. 28 Pavement Renovation and Sewer Replacement Project. The PUC has confirmed the proposed pipeline replacement has adequate capacity for the Project's sanitary sewer and stormwater flows planned to connect to this facility.

There is a small portion of this western watershed at the north end of Georgia Street that will connect to the combined sewer system in 22nd Street proposed to be constructed by Pier 70.

The proposed combined sewer system pipelines will range from 12 inches to 18 inches in diameter.

The proposed storm drain systems will be designed to maintain the required clearances to adjacent utility systems and street improvements. The utility clearances for each street segment are depicted on Figure 10.2. The proposed watershed limits that comprise the Project are depicted on Figure 15.2. The proposed storm drain systems are depicted on Figure 15.3. Table 15.2 outlines the acreages of the proposed watersheds.

Table 15.3 Proposed Watershed Areas – Combined Sewer Areas

Point of Connection	Drainage Areas (Acres)
22nd Street	0.49
Humboldt at Illinois Street	4.33
23rd at Illinois Street	3.95
Total Combined Sewer Areas	**8.77**

Table 15.4 Proposed Watershed Areas – Separated Storm Drain Areas

Point of Connection	Drainage Area (Acres)
Proposed Bay Outfalls	20.25
Overland Flow	0.00
Total to San Francisco Bay	**20.25**

15.3 Design Standards

The proposed storm drain systems will be designed in accordance with the Subdivision Guidelines, including the following items:

- Baseline Hydraulic Design Storm – the baseline design storm for new pipelines systems is the 5-year, 3-hour rainfall event as per the Subdivision Regulations.
- Baseline Design Tail Water Elevations – the baseline tail water elevation for infrastructure draining to San Francisco Bay is 7.8 as per the Subdivision Regulations.
- Design Freeboard – the Subdivision Regulations require that the hydraulic grade line in pipe systems generally be four feet below the ground surface and no less than two feet.
- Overland Release Design Storm – the Subdivision Regulations require overland release provisions for extremely large storm events that exceed the capacity of the storm drain system. The design storm for this scenario is the 100-year, 3-hour event.
- Overland Release Tail Water Elevations – the baseline tail water elevation for the overland release analysis is the BFE plus 24-inches of sea level rise.

Additional modeling for the 100-year design storm will be completed with a tidal elevation equal to the BFE plus 24 inches of sea level rise, consistent with SFPUC standards and as requested per subdivision regulations.

15.4 The Stack and Unit 3

The Stack is proposed to be preserved and Unit 3 may be preserved; both structures may potentially be adaptively reused. The existing elevation of Unit 3 and Stack is approximately 14. The areas surrounding Unit 3 and Stack will need to conform to this lower elevation with either slopes or retaining walls. The private separated storm drain system of this localized low point will be designed to address sea level rise in excess of 24 inches, including a pump station and tidal backflow protection measures. The pump station will be designed to convey flows up to the 100-year storm event. This pump will be privately owned and maintained and is estimated to require a 1,000 gpm capacity with no storage. If storage is provided, the pump requirements could be reduced significantly.

15.5 Phases for Storm Drain System Construction

The Developer will design and install the new combined sewer system and separated storm drain system based on the Project Phasing Plan and as needed to facilitate each specific proposed Development Phase. The amount and location of the proposed storm drain facilities installed will be the minimum necessary to support the Development Phase. Phase 1 will include the design and construction of the separated storm drain outfall to the Bay. Each Development Phase will connect to the existing system as close to the limit of the Development Phase as possible while maintaining the integrity of the existing system for the remainder of the Project. Repairs and / or replacement of the existing facilities necessary to support the proposed Development Phase will be designed and constructed by the Developer. Interim storm drain systems will be constructed and maintained by the Developer as necessary to maintain existing storm drain facilities impacted by proposed Development Phases.

The City will be responsible for the new combined sewer system and separated storm drain system once construction of the Development Phase or new storm drain system is complete and accepted by the City. The Developer will own and maintain interim facilities, as required, until completion of final permanent facilities, as defined in this Infrastructure Plan.

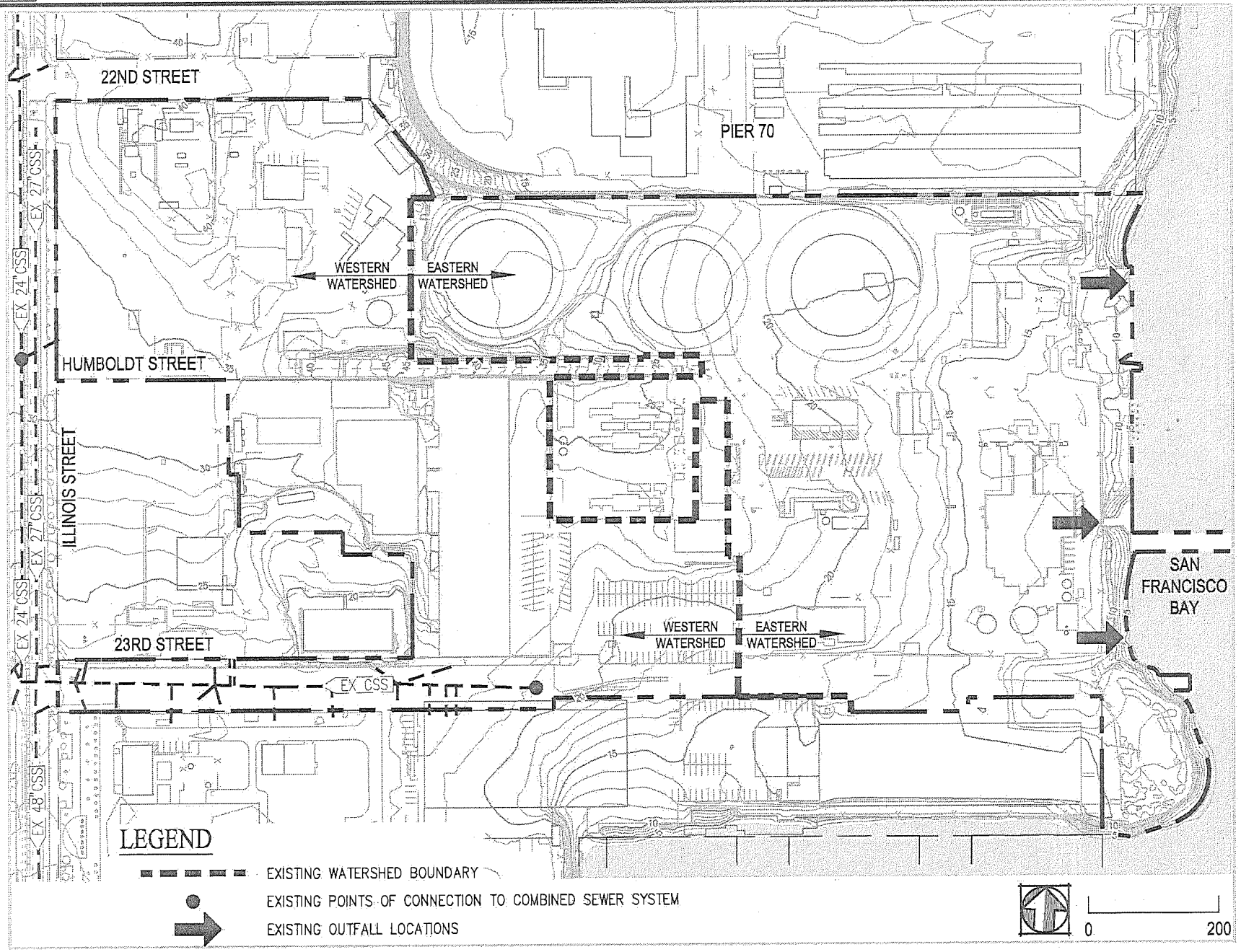


Figure 15.1 Existing Watersheds

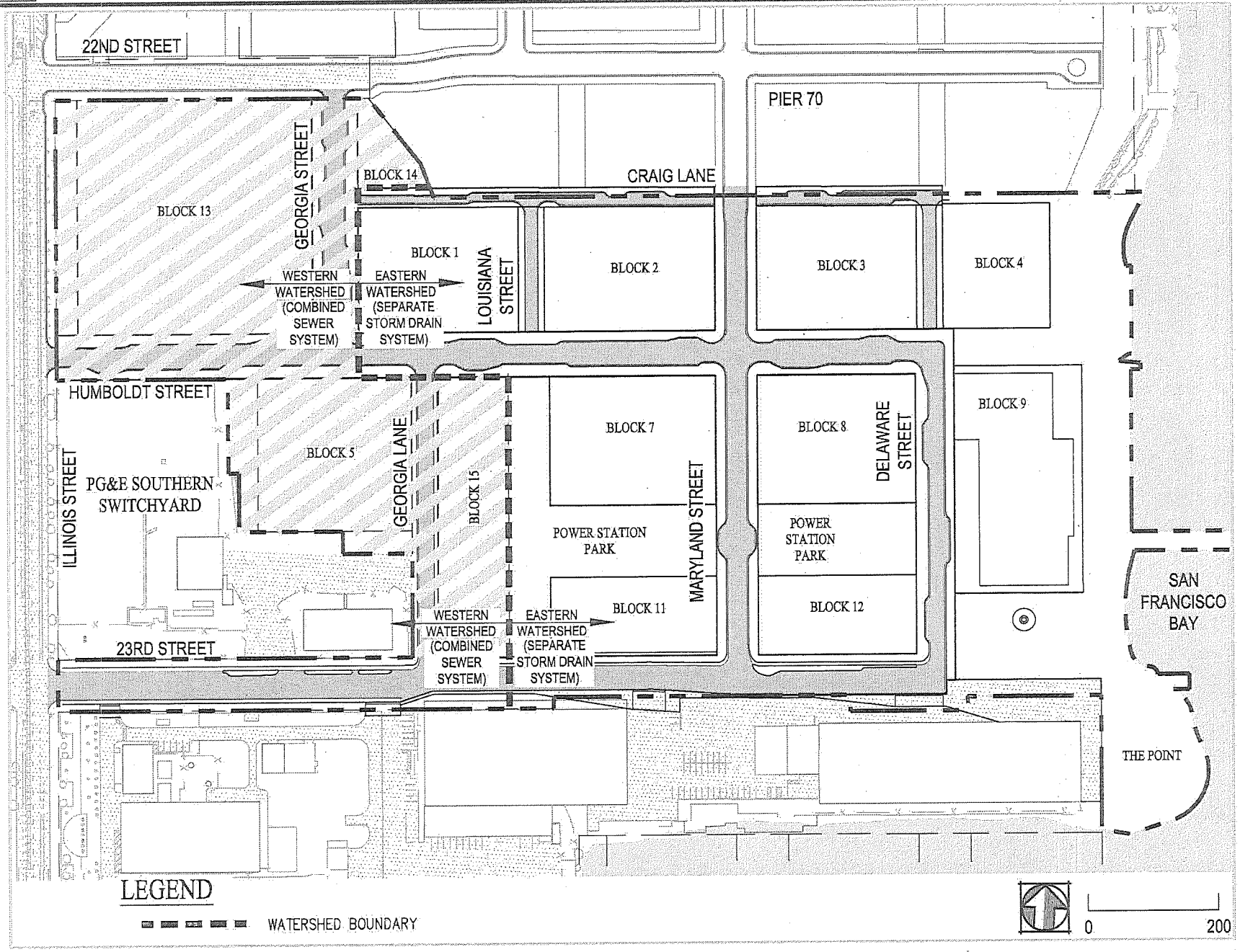


Figure 15.2 Proposed Watersheds

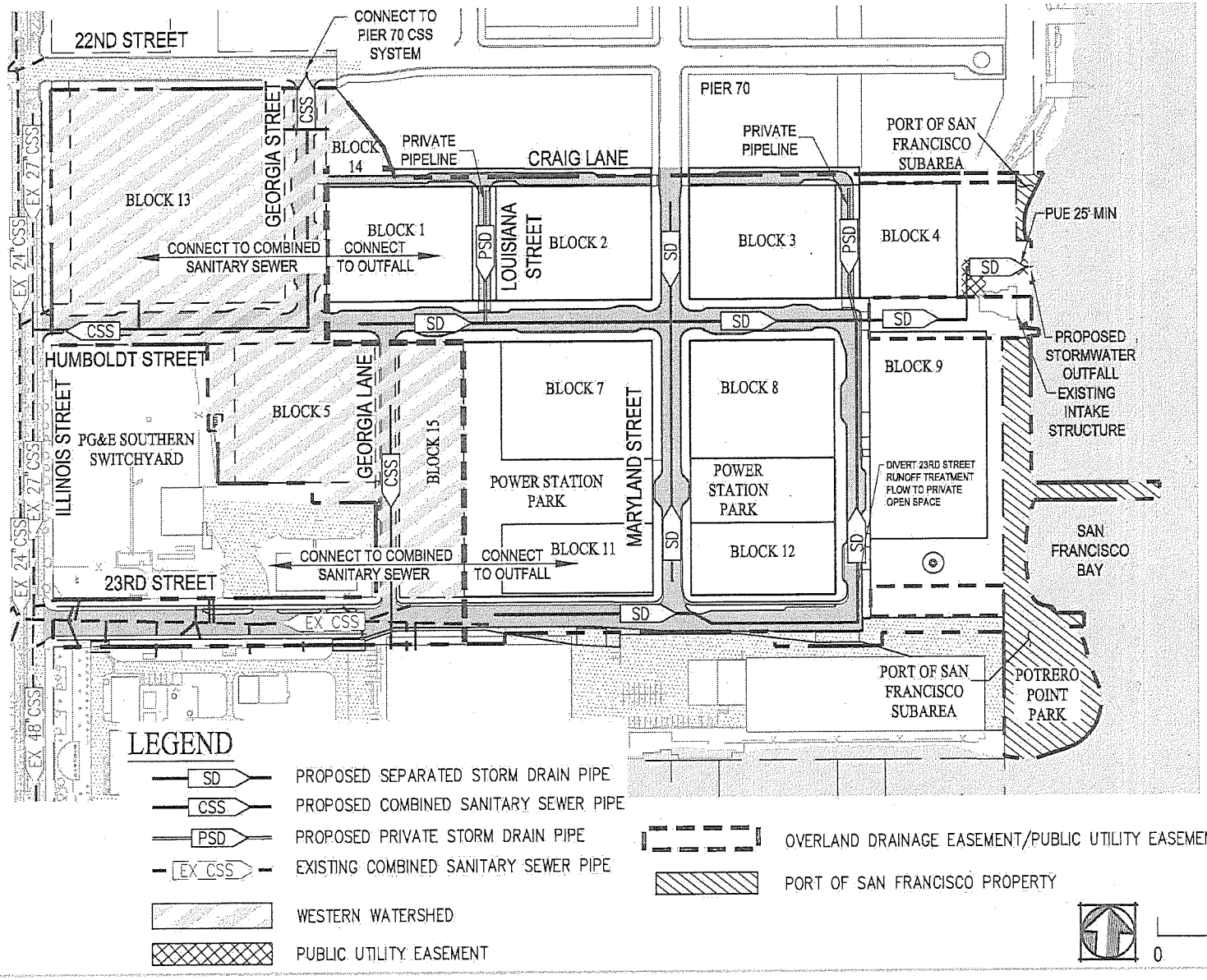


Figure 15.3 Proposed Storm Drain Systems

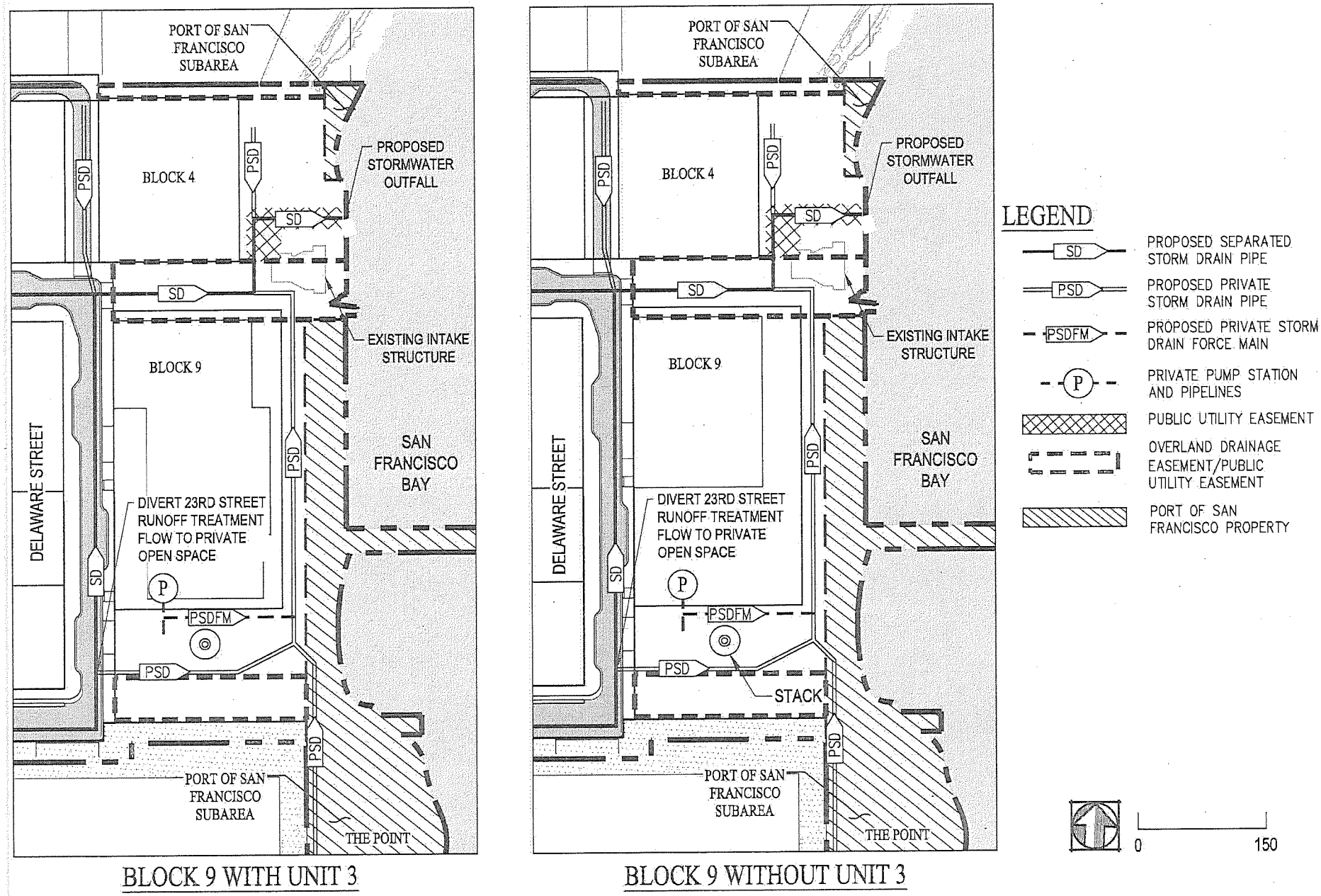


Figure 15.3 Proposed Storm Drain Systems

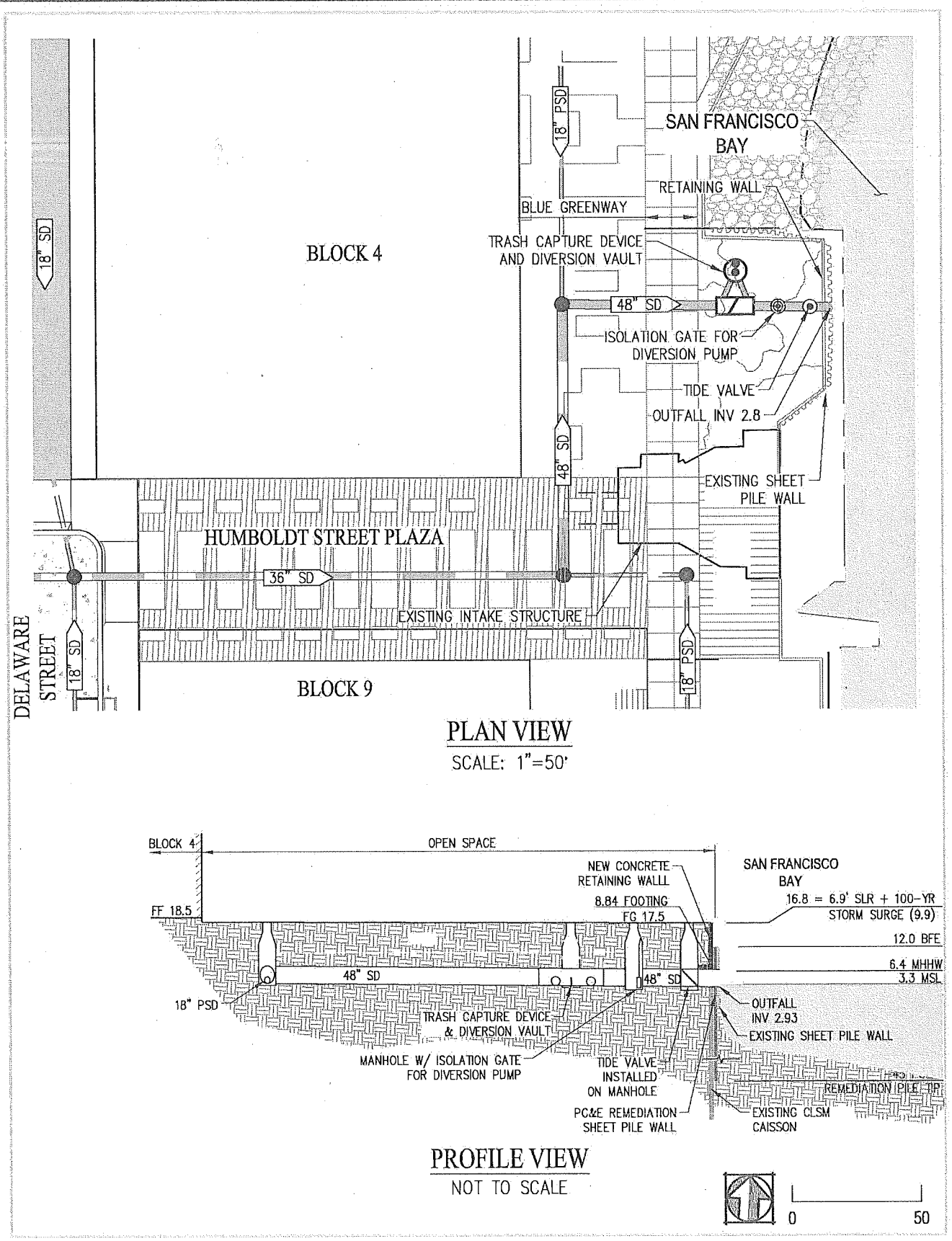


Figure 15.4 Conceptual Outfall

16 STORMWATER MANAGEMENT

16.1 Existing Stormwater Management Controls

The existing storm drain infrastructure within the Project does not include any best management practices (BMP) to manage or treat stormwater runoff. The existing site conditions are effectively 100% impervious surfaces comprised of pavement and roof areas.

16.2 Proposed Stormwater Management System

The required Stormwater Management for compliance with the City of San Francisco Storm Water Management Requirements ("SMR") will vary for the portions of the Project that are connected to the combined sewer system as compared to those connected to the separated storm drain system. Where Development Blocks or roadways / open space are connected to the combined sewer system, the Project will reduce the rate and volume of stormwater runoff based on the thresholds defined in the SMR. Modified compliance may be allowed for projects in the combined sewer system with proven site constraints upon SFPUC approval. Where the Development Block or roadway / open space connect to the separated storm drain system, the Project will treat the stormwater runoff per the SMR.

The Project will be designed to integrate Low Impact Development ("LID") elements with stormwater treatment BMPs to achieve compliance with the SMR. LID elements will include reducing stormwater runoff from impervious surfaces by integrating landscaping, permeable surfaces, rainwater harvesting and Living Roofs. Stormwater treatment BMPs include primarily plant based BMPs, such as bioretention areas, rain gardens, flow-through planters and Living Roofs. Infiltration BMPs may be also considered, but it is anticipated that the low infiltrating soils and documented underlying environmental contamination will challenge the feasibility of permeable pavements and other infiltration BMPs being used as a stormwater BMP. The stormwater treatment BMPs will treat, reuse or infiltrate stormwater runoff prior to discharging to the Bay or downstream combined sewer system. See Figure 16.2 depicting the conceptual locations and general ownership of the stormwater management system. The actual locations of the green infrastructure and stormwater management system will be approved through the Stormwater Management Master Plan, the Street Improvement Permit and Stormwater Control Plan review and approval process.

Stormwater treatment BMPs will be designed to accommodate sea level rise based on the Project BFE. BMPs will be designed using identical design criteria as the storm drain system conveyance analysis (i.e. 5-year LOS, BFE and SLR tail water) such that the hydraulic grade line (HGL) is at or below the BMP aggregate base section. If hydraulic modeling does not meet HGL requirements, the Project shall identify each BMP with the modeled duration of inundation for SFPUC review and approval.

Any standard or non-standard paving materials used to comply with the SMR, such as permeable paving (sidewalk, roadway or open space) shall be maintained by the Project Master Association. The City or acquiring agency will not maintain permeable paving used to achieve SMR compliance.

The following describes the performance requirements for the stormwater management system within each of the storm drain systems.

16.2.1 Stormwater Management in Separate Storm Drain System Areas

The Project exceeds the threshold of more than 50% impervious in the existing condition and considered a Large Project. The stormwater runoff from impervious surfaces will be directed to appropriate stormwater treatment BMPs prior to entering the public separated storm system, providing enhanced runoff quality prior to discharge to the Bay. The treatment BMPs will be designed to manage 90-percent of the 24-hour storm.

16.2.1.1 Development Blocks

Each Development Block will be responsible for achieving compliance with the SMR independently. The Development Parcels are generally directly adjacent to public and private streets with limited options to treat the stormwater runoff. The buildings and spaces within each Development Block will consider site design measures to reduce runoff, such as rainwater harvesting, Living Roofs and permeable surfaces. The anticipated locations of Living Roofs are depicted on Figure 16.2. Stormwater runoff from the impervious areas within the Development Blocks that are not treated by a site design measure will be treated by stormwater treatment BMPs. The treatment BMPs will be plant based, including bio-retention basins, rain gardens and flow-through planters. The private owner of each Development Block will be responsible for the design, construction and maintenance of the stormwater treatment system to achieve SMR compliance of that respective Development Block.

16.2.1.2 Roadways and Open Space

The roadways and open space areas will be designed with integrated plant based BMPs. These will include bioretention basins, rain gardens and flow-through planters. The treatment BMPs within the public streets will be designed consistent with the City's Green Infrastructure Typical Details. The runoff from the eastern portion of 23rd Street will be conveyed to treatment BMP's located in the Stack

Plaza. This is necessary to avoid conflicts between treatment BMP's and the underground high voltage lines in 23rd Street. The Developer is responsible for the design and construction of the stormwater BMPs within the Roadways and Open Space areas. The City is responsible for maintenance of the stormwater management facilities located in the public right-of-way that only treat public street and sidewalk runoff. The Developer is responsible for maintenance of stormwater treatment facilities that treat a blend of public right-of-way runoff and Development Block runoff.

16.2.2 Stormwater Management in Combined Sewer Areas

The Project is more than 50% impervious in the existing condition within the Combined Sewer Areas. The Project will reduce the runoff rate and volume of stormwater discharging into the combined sewer system relative to the 2-year, 24-hour design storm. The SMRs require that the runoff rate and volume of stormwater within the proposed Combined Sewer Area be reduced by 25%. The SMRs acknowledge that some projects have site conditions that challenge complying with this reduction. Accordingly, the SMR also allows for a Modified Compliance Program ("MCP") for these types of sites with limitations and constraints, such as low soil permeability, high groundwater tables, or limited rainwater harvesting opportunities. Under the MCP, individual projects can apply for a modified performance to reduce volume reduction targets (down to a minimum of 10% reduction in runoff volume) if a proportional additional reduction is made in peak stormwater flow rates (up to a maximum credited reduction of 40%).

16.2.2.1 Development Blocks

The Development Parcels are generally directly adjacent to public and private streets with limited options to reduce the volume of runoff. The Project will submit a modified compliance application for each individual parcel project for review and approval by the SFPUC. Additionally, the project may pursue an "equivalency credit" for stormwater volume reduction associated with the non-potable reuse proposed at the site, for the SFPUC review and approval. The allowance of a volume reduction "equivalency credit" is dependent on the configuration proposed non-potable reuse and stormwater management approach. Additional runoff volume and rate reductions at each development Block will be implemented as needed to achieve compliance with the SMRs. This will include the implementation of additional stormwater BMPs, such as Living Roofs, rainwater harvesting, permeable surfaces, flow-through planters, rain gardens or bioretention basins. The private owner of each development block will be responsible for the maintenance of stormwater management facilities within that Development Block.

16.2.2.1 Roadways

The roadways areas will be designed with integrated plant based BMPs. These will include bioretention basins, rain gardens and flow-through planters. The treatment BMPs within the public streets will be designed consistent with the City's Green Infrastructure Typical Details. The City will be responsible to maintain the stormwater management facilities located within the public right-of-way that treat only public street and sidewalk runoff.

The Development Parcels may increase stormwater management and rainwater harvesting performance to over-comply and apply to the Roadway areas, assuming modified compliance has not been allowed on the parcel project.

16.3 Exempt Areas

The portion of 23rd Street that is existing public right-of-way adjacent to the Project is exempt from and not subject to SMRs. See Figure 16.1 depicting the exempt areas.

16.4 Stormwater Control Plans

The Project will prepare stormwater control plans for SFPUC review and approval.

- Roadways / open space improvement projects will submit preliminary Stormwater Control Plans ("SCP") and final SCPs for approval by the SFPUC prior to SFDPW permit issuance, where Improvement Plans include stormwater BMPs.
- Development Block projects will submit preliminary SCPs for SFPUC approval prior to issuance of site permit. The final SCP will be submitted to SFPUC during the DBI addenda permit process and require SFPUC approval prior to issuance of certificate of final completion.

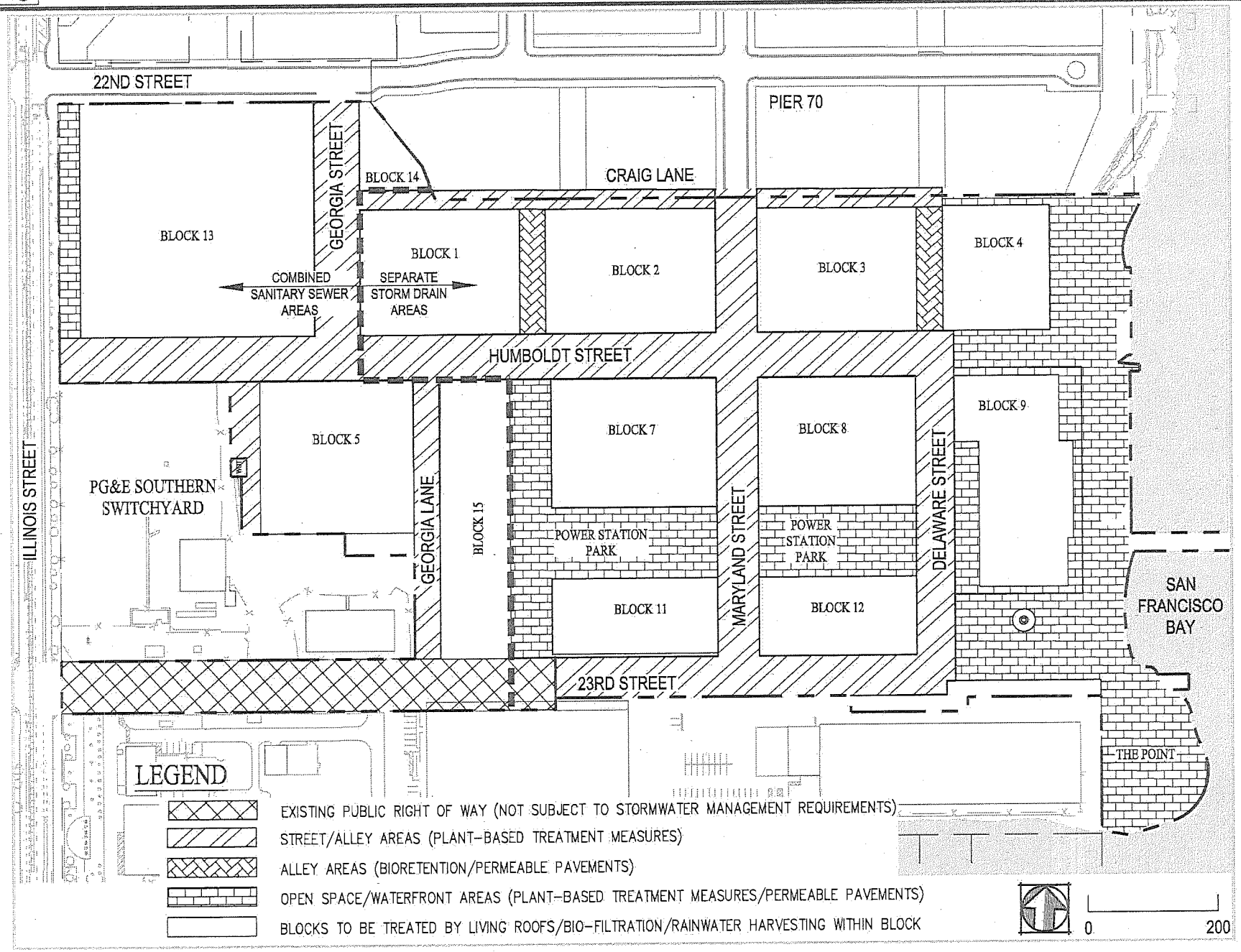


Figure 16.1 Conceptual Stormwater Treatment Controls

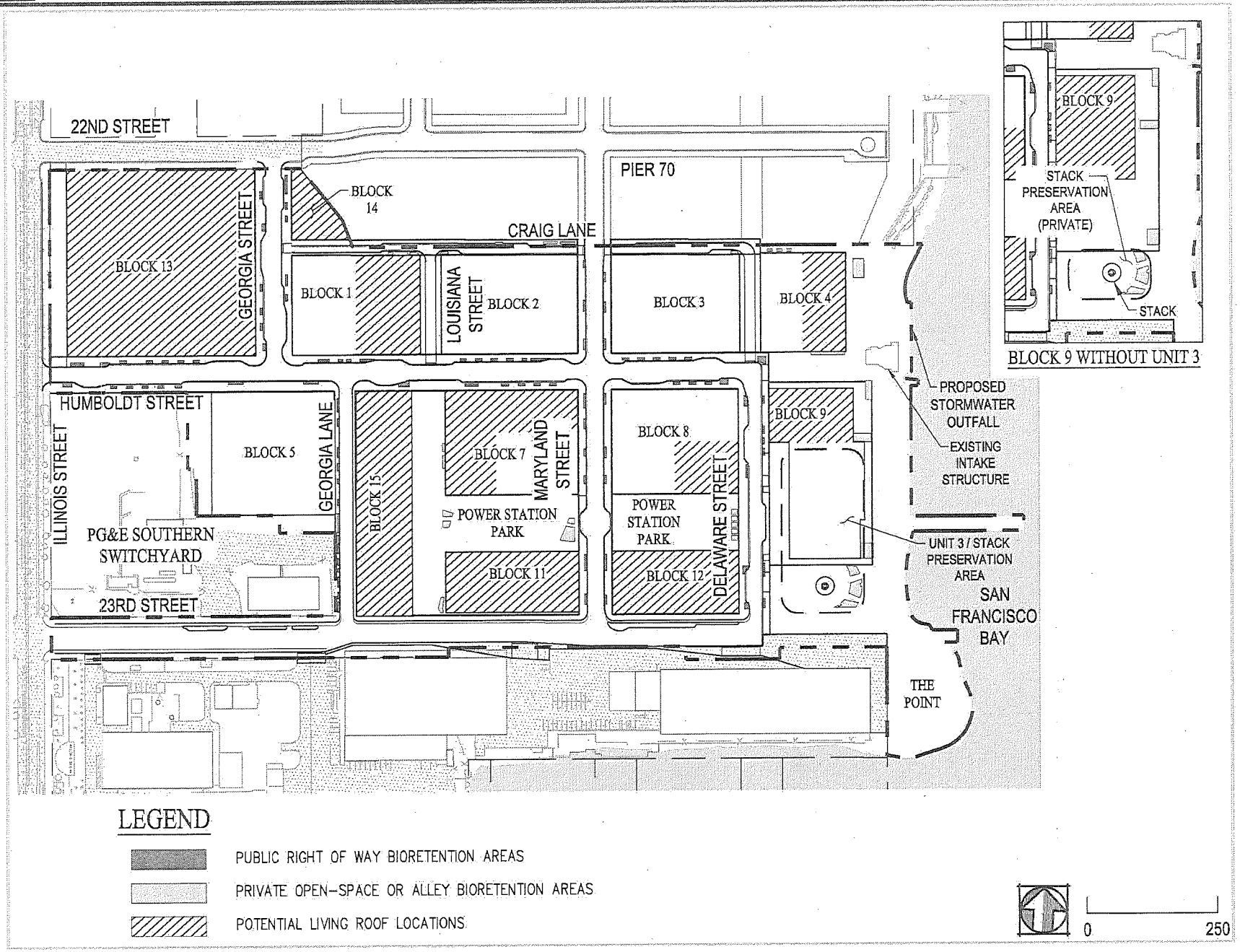


Figure 16.2 Conceptual Stormwater Control Plan

17 DRY UTILITY SYSTEMS

17.1 Existing Dry Utility Systems

17.1.1 Electric

Within the Project area there are existing overhead and underground Pacific Gas and Electric ("PG&E") 12kV distribution systems. The existing 12kV distribution systems are served from the PG&E Substation A. Substation A is located along Illinois Street between 22nd Street and 23rd Street, adjacent to the Project. With the proximity of Substation A to the Project, there are also existing underground electric transmission systems, both 115kV and 230kV, adjacent to and within the Project.

17.1.2 Natural Gas

The site is currently served from existing 2-inch plastic mains in Humboldt Street and 23rd Street. There is also a 24-inch PG&E transmission gas main adjacent to Illinois Street, and along the Block 13 Western Boundary. The existing 24-inch transmission gas main is depicted in Figure 4.2.

17.1.3 Communications

AT&T and Comcast own and operate existing communication facilities in Illinois Street. These facilities are within underground duct banks. There are also existing City of San Francisco Communication Department of Technology Information Services (DTIS) facilities consisting of overhead lines and cables in underground conduits located in Illinois Street adjacent to the Project.

17.2 Proposed Dry Utility Systems

The Developer's infrastructure obligations include the design and construction of the proposed dry utility systems within the Project. These systems will be located in a common, joint trench where feasible. The joint trench system will be public and will include facilities such as electric, natural gas, communications and street lighting facilities. The utility companies will maintain and operate their respective facilities in accordance with their franchise agreements with the City within the future public streets. The natural gas system may be located in a separate trench in order to comply with PG&E's separation requirements from a building. The proposed Joint Trench Layout is depicted on Figure 17.1. The configuration of the joint trench in 23rd Street may need to incorporate alternative layouts or special facilities in order to address the existing high voltage lines in this

corridor and the existing loading docks to remain on the south side of the street. The exact location of the joint trench in 23rd Street will be determined during the detailed design stage of the project.

17.2.1 Electric

The total cumulative peak power demand (design) associated with the Project is approximately 20 MVA. This has been estimated based on typical utility demands for the proposed types of land use and Project climate zone.

The proposed electric distribution system will be installed in the joint trench system. These facilities will be located within the proposed public and private streets providing service to the various uses throughout the Project.

Electric service to the Project could be provided by PG&E or San Francisco Public Utilities Commission Power Enterprise (SFPUC PE). The determination of which entity will supply electricity to the Project will be made through the approval of the Master Electric Utility Plan and other project agreements.

In the case PG&E is the electric provider, PG&E electric service would be delivered to the site at 12kV by connections to existing distribution feeders at the adjacent Substation A. Additional new feeders may be required based on existing service capabilities of the PG&E facilities.

In the case SFPUC PE is the electrical provider, SFPUC PE service may also be provided at 12kV, but would require wholesale interconnections to existing PG&E 12kV facilities or require the construction (at SFPUC PE expense) of a new single or multiple 115kV-12 / 34.5kV transformer bank substation.

Temporary electric service during construction may be provided by PG&E from existing local facilities, or SFPUC PE may provide temporary construction service for the project by developing a PG&E Wholesale Distribution Tariff ("WDT") distribution interconnection at no cost to the project. If necessary, the location of a WDT connection point will be determined in coordination between the Developer and the SFPUC.

The Project location is in proximity to a number of existing electric transmission and distribution facilities. These facilities will be located, potholed and included in all Improvement Plans to assure proper coordination and proper clearances for construction phasing. The existing distribution facilities that bisect the Project and serve uses to the north will be relocated. The relocation of these facilities will be coordinated such that service disrupting will be minimized.

The Project will be responsible for trenching, installing conduit and substructures required to complete a fully operational electric distribution system. The distribution system elements such as switches, transformers and cables, will be provided by the electric provider. The costs associated with the installation of these elements will be pursuant to the applicable CPUC tariffs (for PG&E) or per the Rules and Regulations Governing SFPUC Electric Service, Distribution Line Extensions and Service Line Extensions (for SFPUC PE).

17.2.2 Natural Gas

The total cumulative peak gas demand (design) for the Project is approximately 340 Mcfh. This is based on typical utility demands for specific types of land use and Project climate zone.

The gas distribution system is planned to be an element of a joint trench system. On some streets, in order to provide ten feet of separation between proposed building structures and gas piping systems, gas mains may require to be separated from the joint trench into a gas only trench. The Developer will be responsible for construction of gas mains within the proposed roadway network.

17.2.3 Lighting

The project will install a street lighting system on all streets. The street lights and system within the public streets will be owned and maintained by the SFPUC. The light features and poles within the public streets will be selected from the SFPUC catalogue and be consistent with the SFPUC design standards for spacing, photometrics and installation details. The light systems within the private streets, parks and plazas will be privately owned and maintained by the Project Master Association.

17.2.4 Communications

The communications systems are planned to be an element of a joint trench or common trench system.

AT&T, Comcast and DTIS will provide new service for the proposed Project as participants in the joint trench system. Facilities will be placed in franchised areas. The Project will be responsible for trench cost to accommodate AT&T, Comcast and DTIS, as well as installing conduits and substructures for AT&T and DTIS. Some of the project

AT&T costs may be reimbursable based on applied tariffs. Comcast will provide the placement of their facilities at their own expense.

17.2.5 Renewables

The project will comply with the San Francisco Green Building Code Better Roof requirements, which will include photovoltaic generation on a portion of the roofs providing additional on-site renewable energy resources. The photovoltaic generation on-site will be subject to the power provider's requirements.

Solar photovoltaic arrays could be located on various project rooftops and interconnected with a proposed Project dry utility system to serve the distribution system capable of balancing captive supply and demand resources. The Project will reduce energy losses in transmission and distribution, increasing efficiency of the electric delivery system. The Project will be backed up by the Project Electric System and will not supply all project electrical demand.

17.2.6 All-Electric Building Heating and Cooling

The project may elect to eliminate the use of natural gas for space heating and domestic water use, which would reduce operational greenhouse ("GHG") emissions and limit on-site combustion. During the design of the mechanical system for each building, the feasibility of systems that provide for all-electric space heating and domestic hot water production shall be explored. However, future utility rates and the impact on affordability will be considered as part of the determination of feasibility made by the Project Sponsor for using all-electric systems for building heating and cooling.

17.3 Proposed Dry Utility System Phasing

The Project will design and install the new joint trench system as-needed to facilitate a specific proposed Development Phase, and consistent with the requirements of the Project Phasing Plan. The amount and location of the proposed joint trench installed will be the minimum necessary to support the Development Phase. The new Development Phase will connect to the existing systems as close to the edge of the Development Phase area as possible while maintaining the integrity of the existing system for the remainder of the Project. Repairs and/or replacement of the existing facilities necessary to support the proposed Development Phase will be designed and constructed by the Developer. Temporary joint trench or overhead facilities and poles may be constructed and maintained by the Developer as necessary to maintain service to existing buildings or adjacent properties as necessary.

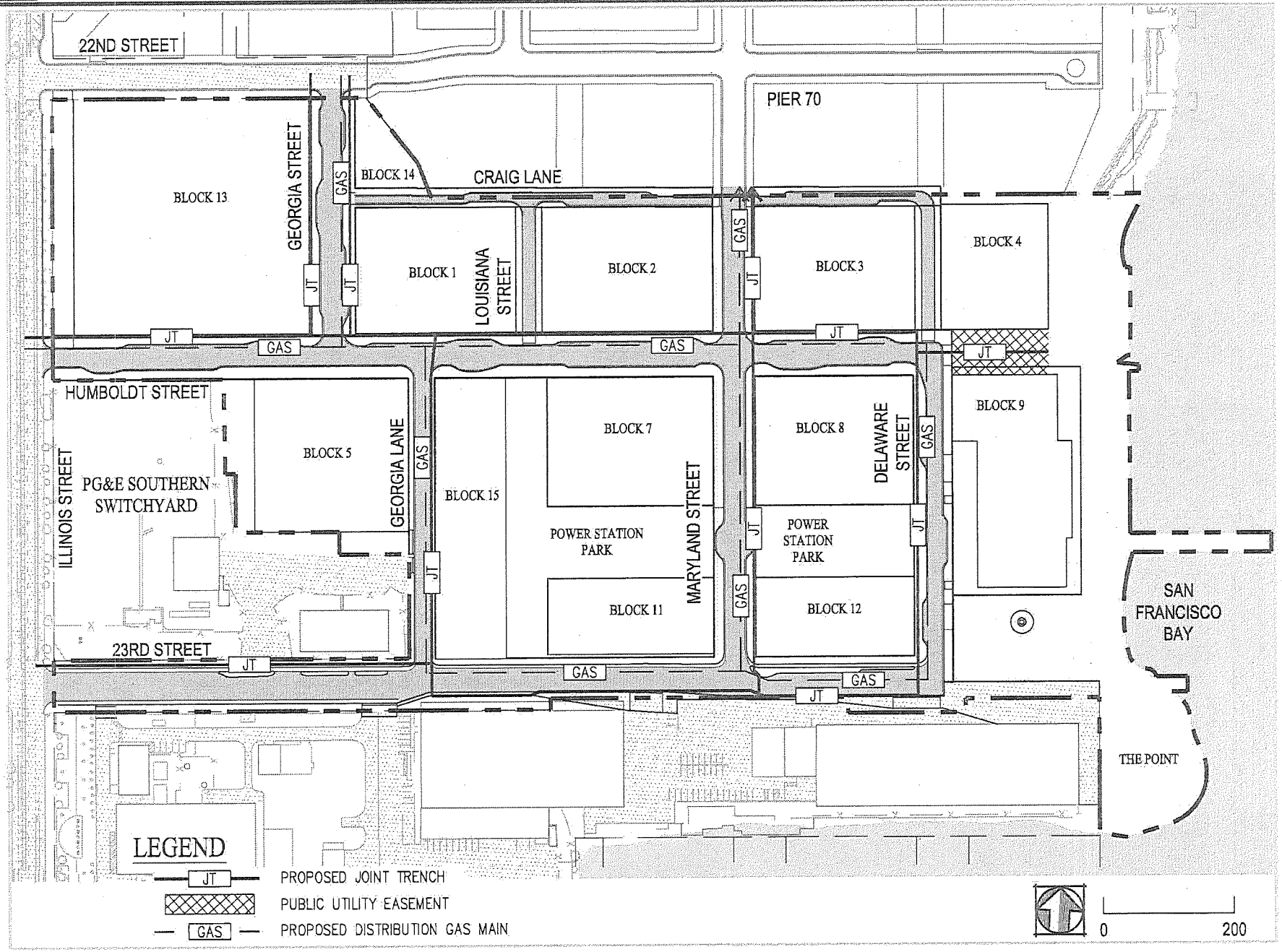


Figure 17.1 Proposed Joint Trench System

18 23RD STREET – PRIVATE STREET SCENARIO

The eastern segment of 23rd Street is currently privately owned. The street is intended to be constructed to public street standards and is proposed to be dedicated as a public street with Department of Public Works approval. Approval and acceptance of this segment of 23rd Street as a public street is subject to extinguishing an existing private PG&E high voltage line easement within this corridor. Accordingly, the potential for this segment of 23rd Street to remain a privately owned and maintained street has been considered. In this private street scenario, the public utility systems planned within this corridor, as described in the previous sections, will be reconfigured to minimize public utility installations within the private portion of 23rd Street. The following is a description of each utility system and the potential reconfigurations that will be considered in the 23rd Street private street scenario.

18.1 Auxiliary Water Supply System (AWSS)

The AWSS pipeline corridor through the project site will provide connections to the pipeline to be constructed by Pier 70 in Maryland Street to the north and to the existing pipeline at the 23rd Street / 3rd Street intersection. An alternative route of the AWSS pipeline through the project site utilizing Humboldt Street and Georgia Lane will eliminate placement of the AWSS pipeline within the 23rd Street private street segment. This alternative route is depicted on Figure 18.1.

The utility configurations and separations within these segments of Humboldt Street and Georgia Lane will be adjusted to accommodate the addition of the AWSS pipeline. This will require placement of pipelines within the curb bulb-outs planned at the pedestrian crossings of Humboldt Street, which are less than 100 feet long. The segments of utilities within these bulb-outs will be installed in a steel sleeve as required by the SFPUC and DPW. The modified utility sections for these segments of Humboldt Street and Georgia Lane are depicted in Figures 18.4.

18.2 Sanitary Sewer System

As described in Section 14, there are two alternatives configurations of the proposed separated sanitary sewer system:

(1) On-Site Pump Station with a force main connecting to the existing combined sewer pipeline within the existing public right of way segment of 23rd Street.

(2) Northern Connection Alternative with gravity flow connecting to the combined sewer system planned to be installed by Pier 70 to the north. This alternative eliminates the on-site pump station and force main in 23rd Street. Refer to Figure 18.3.

For the first alternative in the 23rd Street private street scenario, an alternative route of the sanitary sewer force main through Humboldt Street and Georgia Lane will eliminate placement of the force main within the 23rd Street private street segment. The force main will connect to the new gravity combined sewer pipeline in Georgia Lane just south of Humboldt Street intersection. This alternative route of the sanitary sewer force main is depicted in Figure 18.2.

The utility configurations and separations within these segments of Humboldt Street and Georgia Lane will be adjusted to accommodate the addition of the sanitary sewer force main as previous discussed. The utility sections for these segments of Humboldt Street and Georgia Lane are depicted in Figures 18.4.

18.3 Low Pressure Water

There is an existing low-pressure water pipeline within the private segment of 23rd Street in order to provide service to the adjacent properties to the south. A publicly maintained low pressure water line will be necessary through the 23rd Street private street segment in order to maintain service to adjacent properties and provide redundancy to the systems within the Project. Service laterals to the blocks along the north side of 23rd Street will not be allowed to connect to the existing main within 23rd Street in order to avoid laterals crossing the existing high voltage line.

18.4 Storm Drain System

The high point elevation of 23rd Street within the Project will be positioned at the public / private ownership line. Accordingly, the watershed division will be at this line as well and the private street segment will be entirely within the separated storm drain watershed. A storm drain pipeline will be installed within the private segment of 23rd Street to convey runoff to the public storm drain system planned within Delaware Street to the north, eventually discharging to the Bay via the proposed Project stormwater outfall. The storm drain pipeline within this segment of 23rd Street will be private in the private street scenario.

18.5 Joint Trench System

The configuration of the joint trench in 23rd Street may need to incorporate alternative layouts or special facilities in order to address the existing high voltage lines in this corridor and the existing loading docks to remain on the south side of the street. The exact location of the joint trench in 23rd Street will be determined during the detailed design stage of the project.

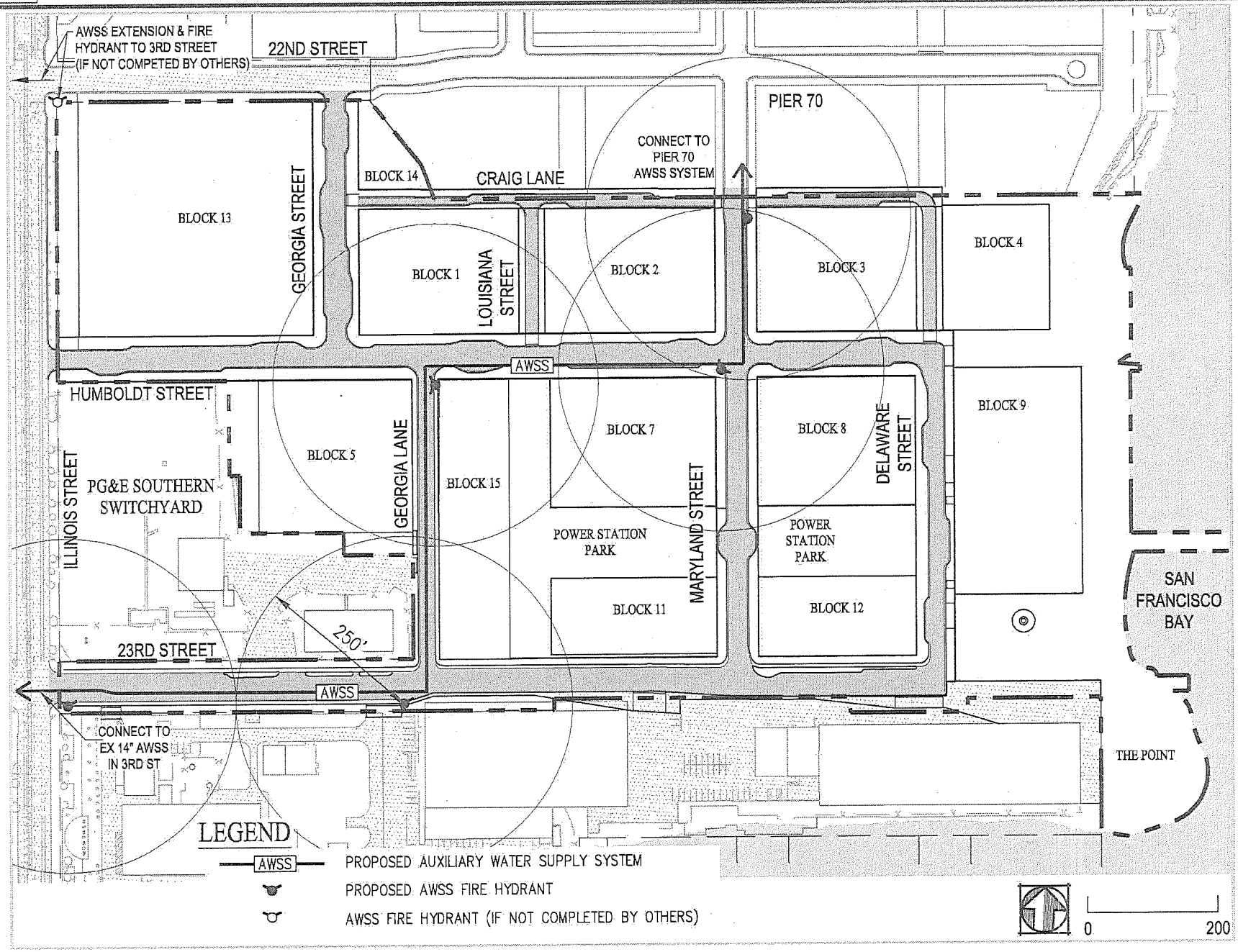


Figure 18.1 Proposed Alternative AWSS System

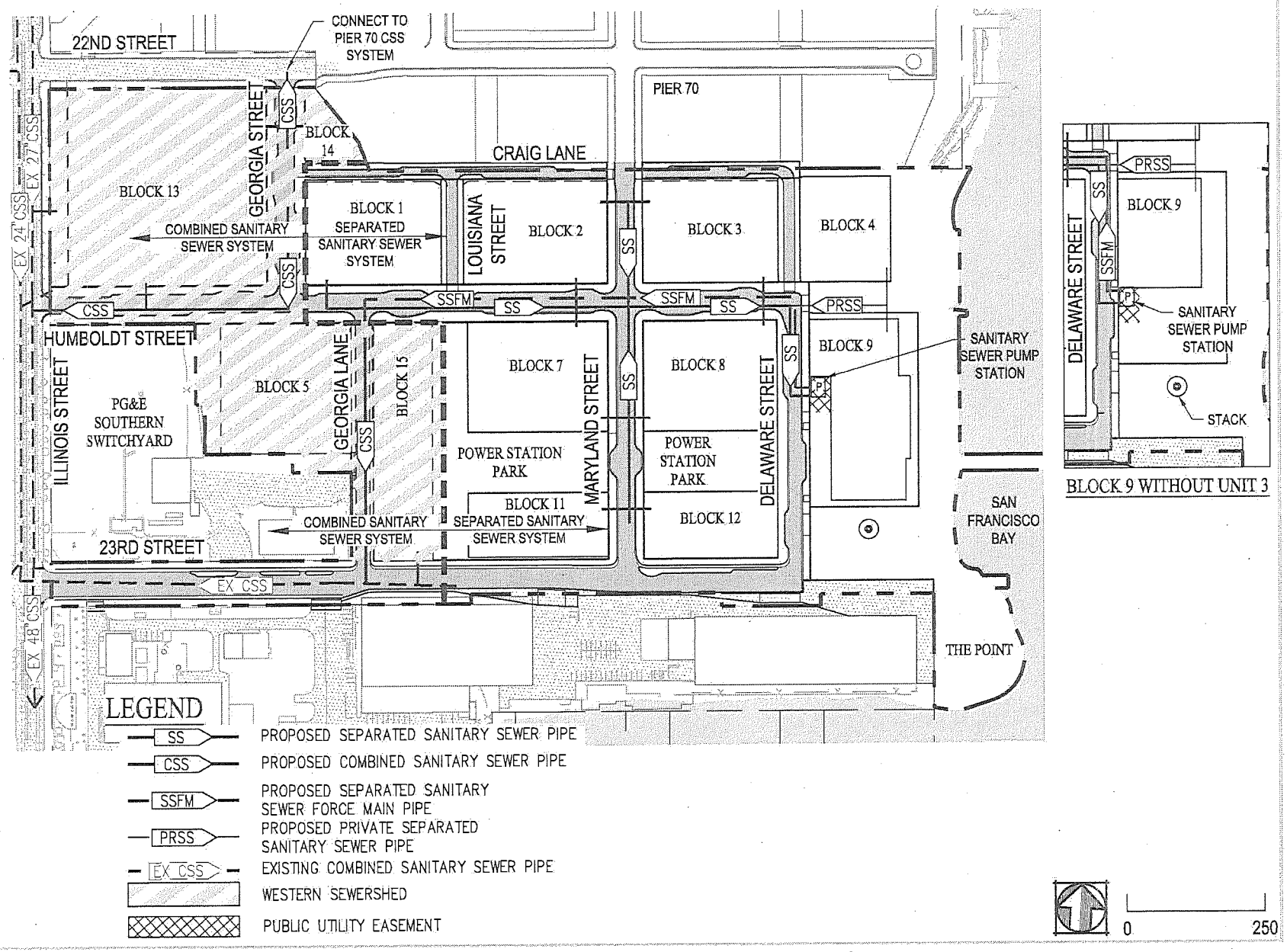


Figure 18.2 Proposed Alternative Combined and Separated Sanitary Sewer Systems

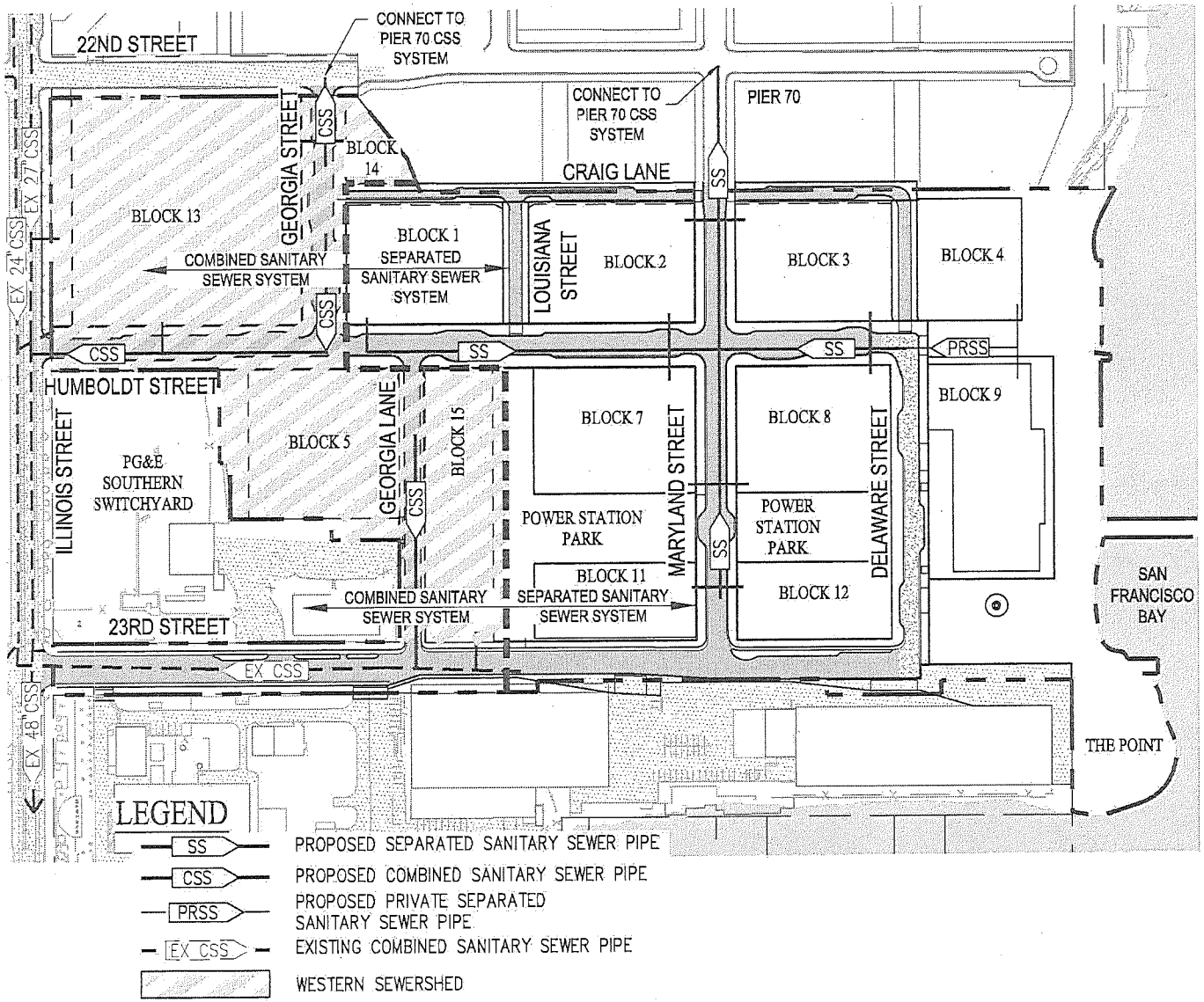


Figure 18.3 Proposed Separated Sanitary Sewer - Northern Connection Alternative

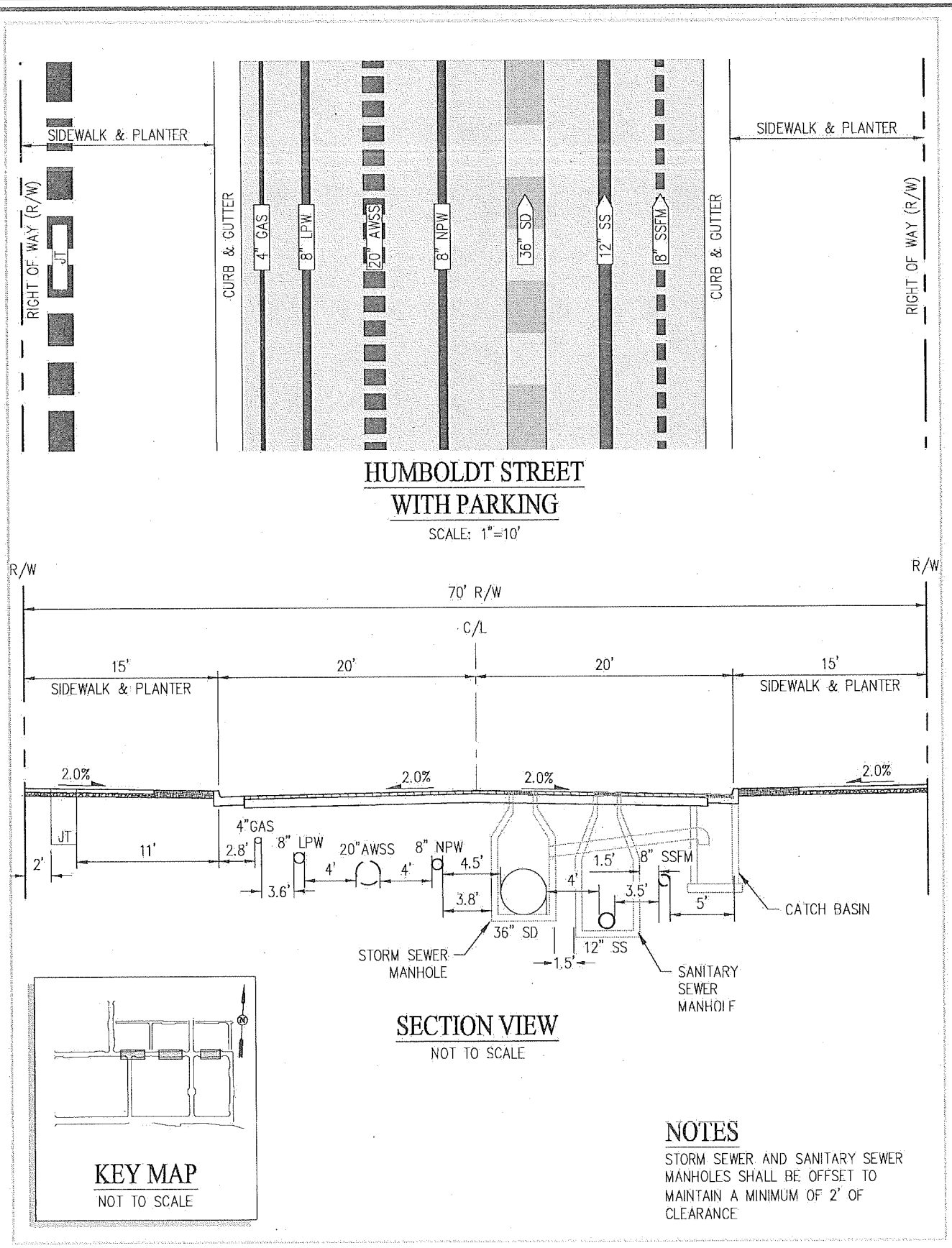
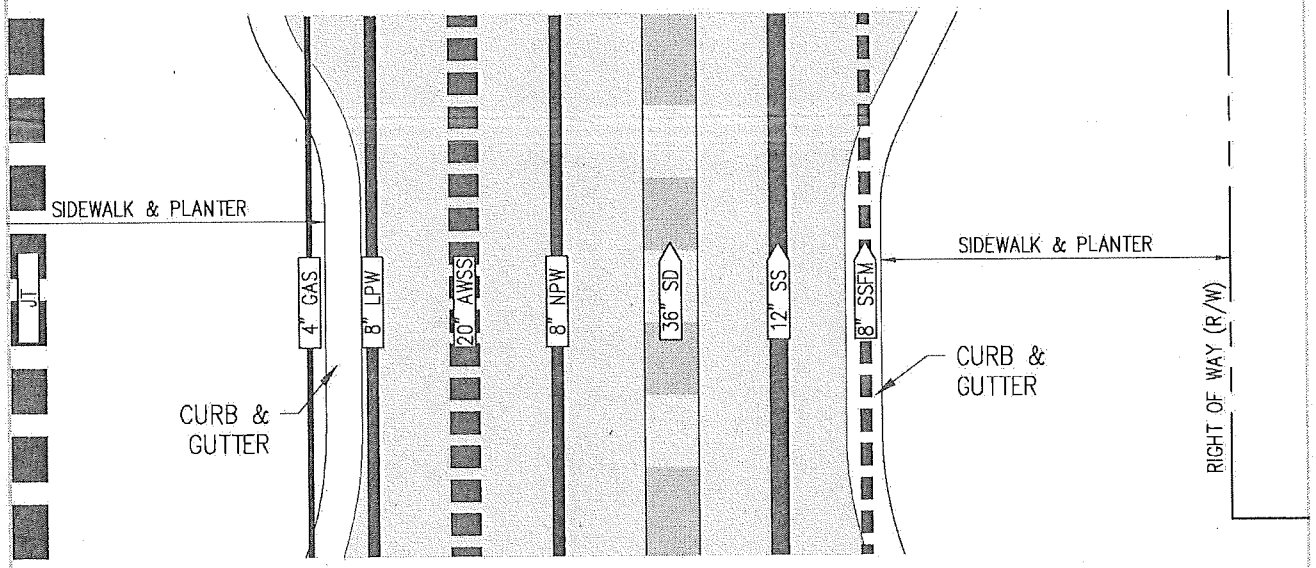
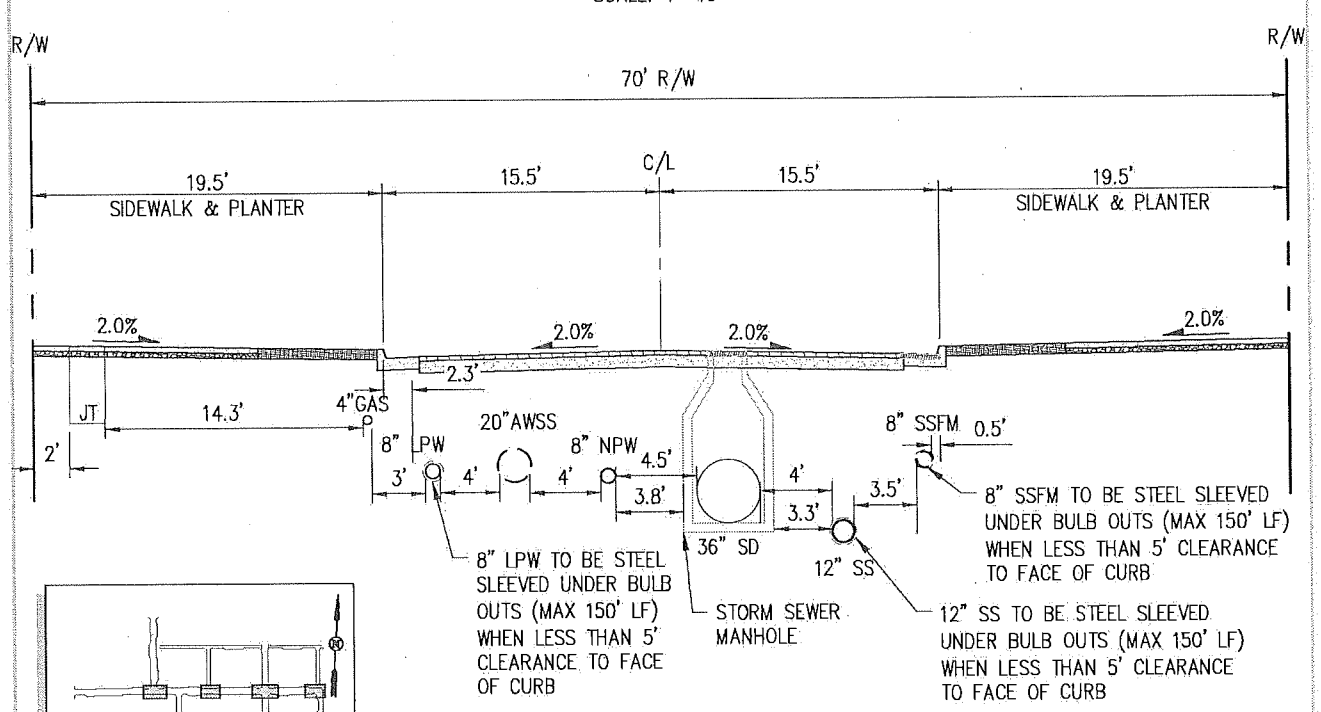


Figure 18.4 Alternative Utility Configurations



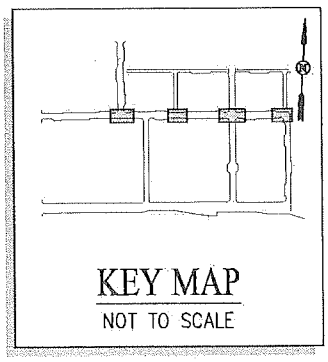
HUMBOLDT STREET AT BULB OUTS

SCALE: 1"=10'



SECTION VIEW

NOT TO SCALE



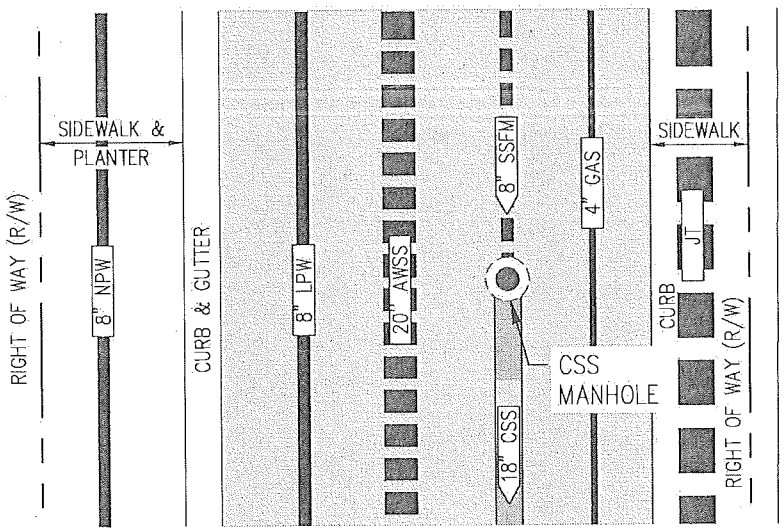
KEY MAP

NOT TO SCALE

NOTES

STORM DRAIN INLETS AND SANITARY SEWER MANHOLES SHALL NOT BE PLACED ADJACENT TO BULB OUTS WHERE THERE IS IS LESS THAN 4' FROM MANHOLE BARREL TO FACE OF CURB.

Figure 18.4 Alternative Utility Configurations



GEORGIA LANE

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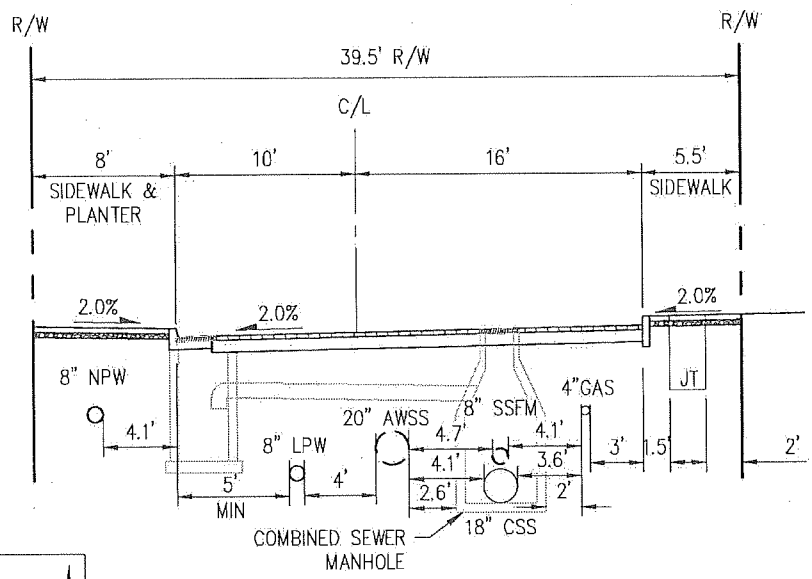

SECTION VIEW

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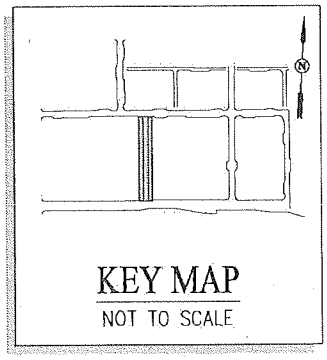


KEY MAP

NOT TO SCALE

Figure 18.4 Alternative Utility Configurations

19 NO PG&E SUBAREA SCENARIO

This plan includes the redevelopment of the entire PG&E Subarea, such that the planned infrastructure could support the full development program contemplated. However, the PG&E Subarea redevelopment is subject to PG&E's long-range facilities planning. Portions of the PG&E Subarea may or may not ultimately be redeveloped. In the scenario that the PG&E Subarea is not redeveloped, the majority of the planned infrastructure within the PG&E subarea will not be constructed. The modifications to the planned infrastructure are further described below and depicted on Figure 19.1.

The western extent of Humboldt Street and utilities, except low pressure water, will be terminated at the western boundary of the Power Station Subarea with a turnaround that is compliant with the SFFD Fire Code. The sidewalk adjacent to the turnaround will be reduced to 6-feet. The western extent of Craig Lane will terminate at the intersection with Louisiana Street. A private driveway will be provided from this intersection to the loading dock planned on the north side of Block 1.

The low pressure water may be extended through the PG&E Subarea with Phase 1 in order to provide a redundant point of connection. This pipeline would be installed within the existing water line easement that is in favor of the Power Station Subarea, as depicted on Figure 19.1.

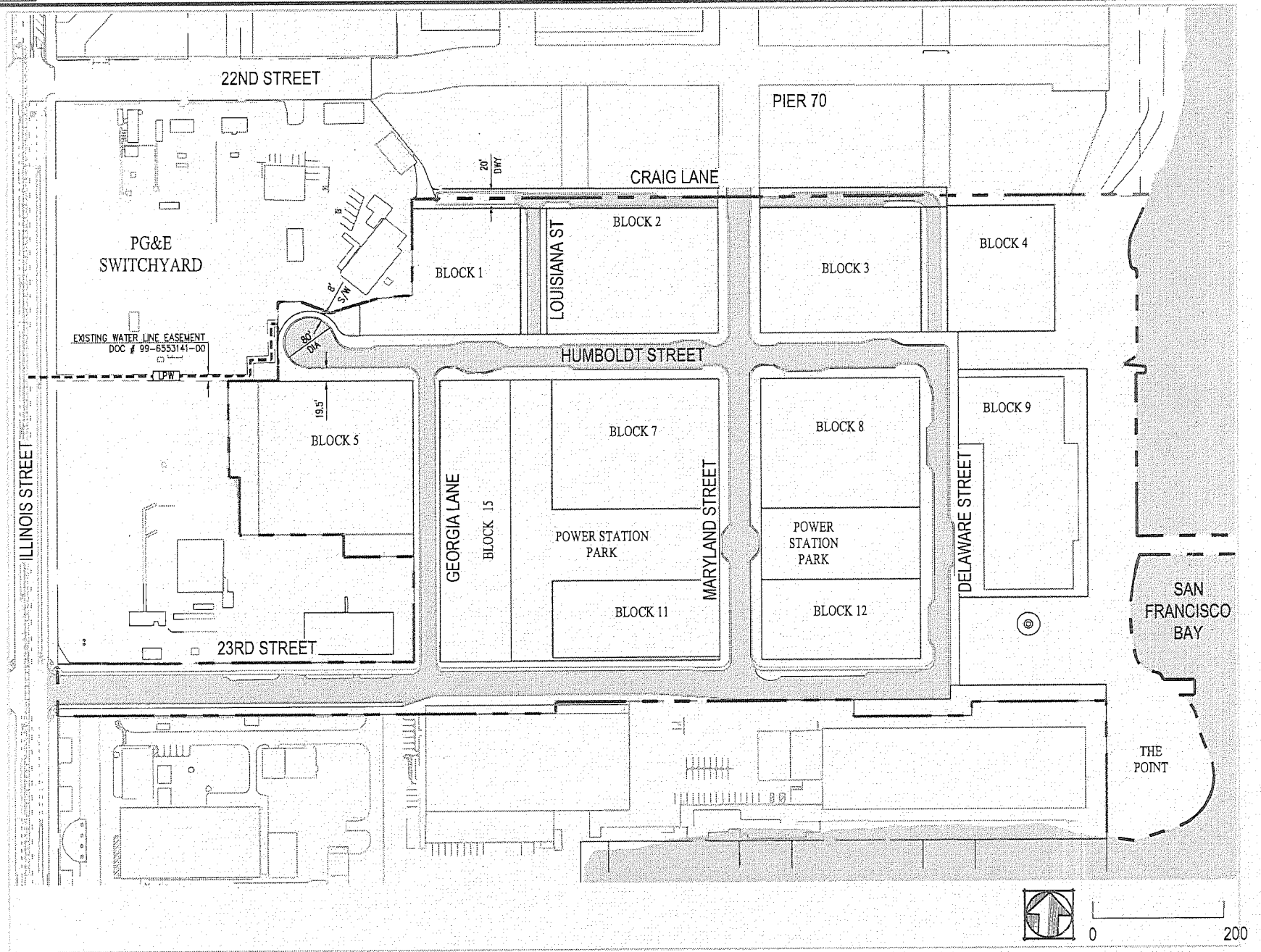


Figure 19.1 No PG&E Subarea Scenario

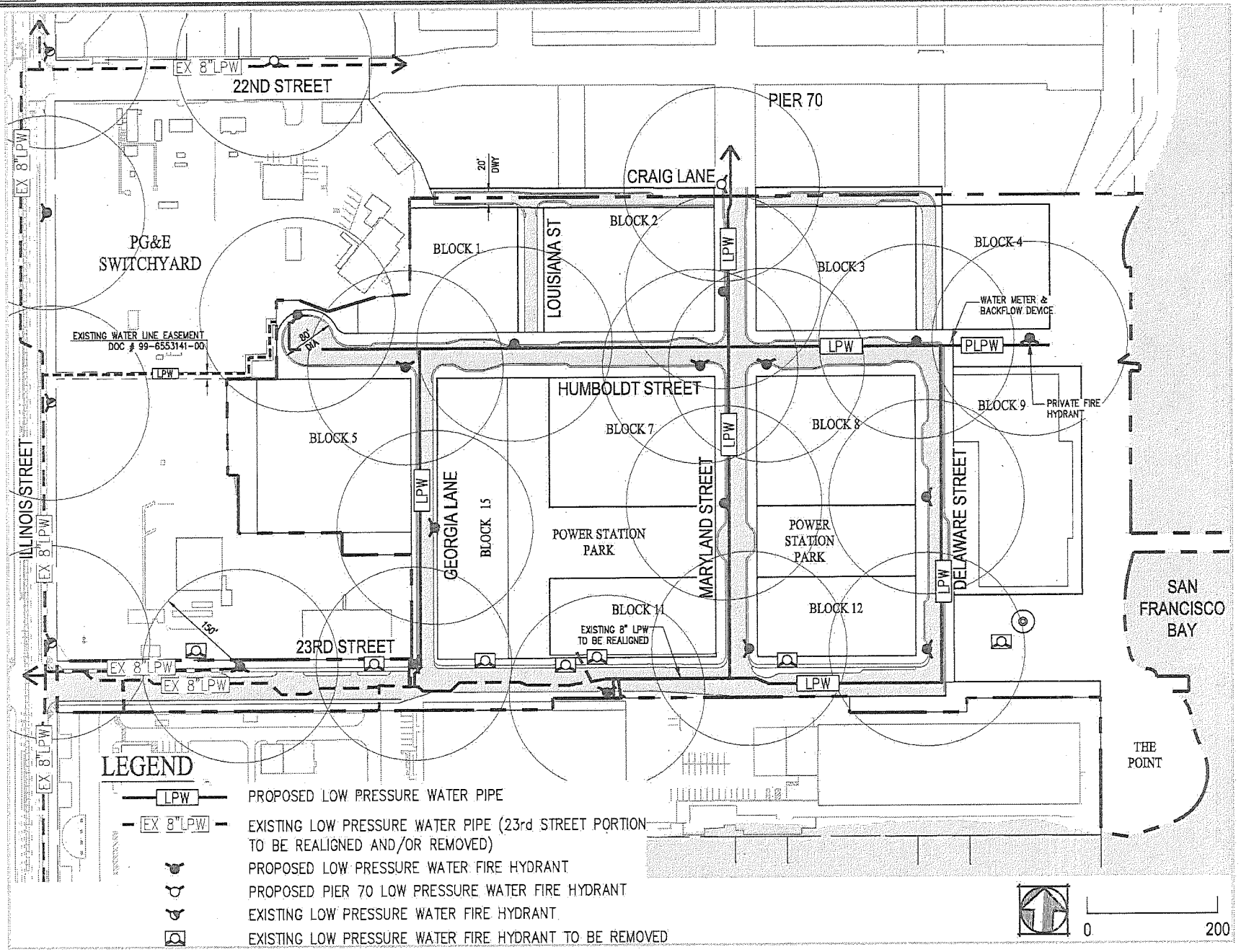
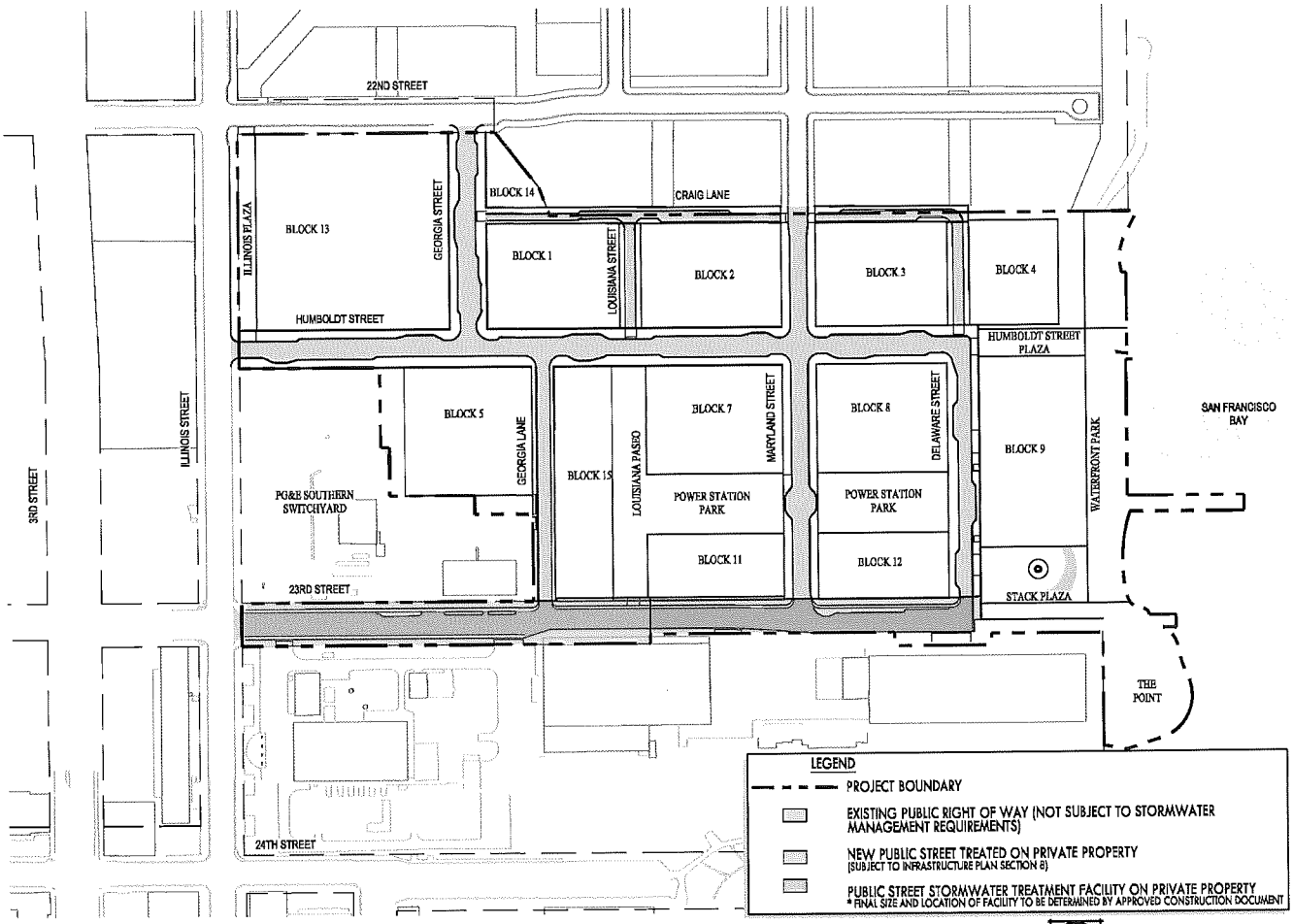


Figure 19.2 No PG&E Subarea Scenario – Proposed Fire Hydrant Locations

Exhibit H
Map of Stormwater Treatment Controls



POTRERO POWER STATION
EXHIBIT H: STORMWATER TREATMENT CONTROLS

Exhibit I
Transportation Plan

Exhibit I
Transportation Plan

I. Transportation Sustainability Fee

A. Payment by Developer. Developer shall pay to SFMTA a "**Transportation Fee**" in accordance with Planning Code section 411A, and subject to any annual escalation as permitted by the Development Agreement, that SFMTA will use and allocate in accordance with Section I.B below. The Transportation Fee must meet all requirements of, and will be payable on all Buildings in accordance with Planning Code sections 411A.1-411A.8 and the Development Agreement.

B. Accounting and Use of Transportation Fee by SFMTA. Section 411A.7 will apply except as follows: The Treasurer will account for all Transportation Fees paid for each Building in the Project (the "**Total Fee Amount**"). SFMTA will use an amount equal to or greater than the Total Fee Amount to pay for uses permitted by the TSF Fund under Planning Code section 411A.7 (including SFMTA and other agencies' costs to design, permit, construct, and install a series of transportation improvements) in the area surrounding or serving the Potrero Power Station SUD Area (the "**Transportation Improvements**"). SFMTA and other implementing agencies will be responsible for all costs associated with the design, permitting, construction, installation, maintenance, and operation of the Transportation Improvements above the Total Fee Amount. Examples of Transportation Improvements that SFMTA may fund with the Total Fee Amount include:

- **Muni Metro East (MME)**: Capital costs associated with an expanded facility for on-site storage and operation during facility rebuilding, capacity for expanded bus and LRV fleet, and tracks for storage.

- **Core Capacity Improvements:** Automation of train controls to reduce wait times between trains, and reduce delays.

- **Cesar Chavez Bike Connection:** Improve bicycle and pedestrian circulation in the area known as "the Hairball" – Cesar Chavez Street, Bayshore Boulevard and Potrero Avenue and Highway 101.

- **East-West Bike Connector:** Implementation of a connection across Caltrain tracks, likely between 17th Street and Owens Street, to connect the 4th Street bikeway and the 17th Street bikeway.

- **Bus Overhaul program:** Mid-life overhauls on the New Flyer fleet of 40-foot and 60-foot motor coaches, and 40-foot and 60-foot trolley coaches to improve vehicle reliability, reduce incidents of breakdowns, and prevent service interruptions and additional costly repairs.

- **Light Rail Vehicles:** Procure LRVs to expand Muni's fleet and to replace LRVs that are nearing the end of their useful life.

- **Pedestrian improvements**: Create sidewalks where there are none, considering physical feasibility, support of abutting property owners, and impact on utilities. Specific focus should be given to streets in Dogpatch including 23rd Street between Pennsylvania Street and the San Francisco Bay and between Illinois Street, Mariposa Street and Cesar Chavez Street.

- **Traffic Calming Improvements:** Traffic calming measures as warranted in Dogpatch and Potrero Hill. Specific focus should be given to streets including the Indiana and Minnesota corridors in the Dogpatch neighborhood, and the 17th and 18th Street corridors in the Potrero Hill neighborhood, and areas in both neighborhoods impacted by freeway access.

- **Water transit:** If service is proposed by the completion of Project buildout that meets the criteria in this section and is aligned with San Francisco's Guiding Principles for Emerging Mobility, then up to $2.5 million for pilot program for expanded network of water transit connections within San Francisco. Funds may be used for operations only, unless the provider is a public transportation agency, in which case funds may be used either for operations or in support of capital needs. To be eligible for these funds, a service must demonstrate alignment with San Francisco's Guiding Principles for Emerging Mobility. The service must also meet the following criteria:
    - Provision of regularly scheduled service, with allowance that the schedule may shift over the course of the pilot period to be responsive to population changes/population needs;
    - Service to multiple locations along San Francisco's northern waterfront and central/southern Bayfronts;
    - Duration of pilot is no less than 18 months;
    - Provision to the City of raw data and analysis, developed in accordance with methodology developed by the City, evaluating the success of the pilot program;
    - All trips supported by the funds are available to the public (no private trips); and,
    - The operator must have verifiable experience operating service of a similar scale and with similar operating characteristics and a demonstrated history of compliance with local, state, and federal regulatory requirements.

- **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 million 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.

With respect to the Transportation Improvements, nothing in this Transportation Program will prevent or limit the City's absolute discretion to:(i) conduct environmental review in connection with any future proposal for improvements; (ii) make any modifications or select feasible alternatives to future proposals that the City deems necessary to conform to any applicable

laws, including CEQA; (iii) balance benefits against unavoidable significant impacts before taking final action; (iv) determine not to proceed with such future proposals; or (v) obtain any required approvals for the improvements.

II. TDM Plan

Developer shall implement the Transportation Demand Management ("**TDM**") Plan attached as **TP Schedule 1** and otherwise comply with EIR Mitigation Measure M-TR-5, attached as **TP Schedule 2**. Under Planning Code Section 169.4(e), the Zoning Administrator shall order the recordation of the TDM Plan against the Project and it shall be enforceable though the Notice of Violation procedures in the Planning Code, or any other applicable provision of law. The Zoning Administrator shall retain the discretion to determine what constitutes a separate violation of the TDM Plan. The Planning Code procedures shall apply, except that the Zoning Administrator shall have discretion to impose a penalty of up to $250 per violation. Developer agrees to a TDM Plan that will ensure that vehicle trips associated with the Project will not exceed 89% of the vehicle trips calculated for the Project in the Final Environmental Impact Report and the Technical Memorandum – Potrero Power Station Mixed-Use Development Project Estimation of Project Travel Demand, April 2018. The TDM measures (the "**TDM Measures**") outlined in the TDM Plan, or made in consultation with the relevant agencies, must achieve the TDM Plan's modal commitment.

III. SFMTA Contact

SFMTA commits to designating a staff person to follow up on the transportation related components of the Project, including this Exhibit, the DA, and the FEIR. This staff person will be a point person for the Developer and the community.

IV. RPP Permits

The Project will not be eligible for Residential Parking Permits under Transportation Code Section 405. Developer has agreed that such restriction will be included in the Conditions, Covenants and Restrictions (CC&Rs) of the Project.

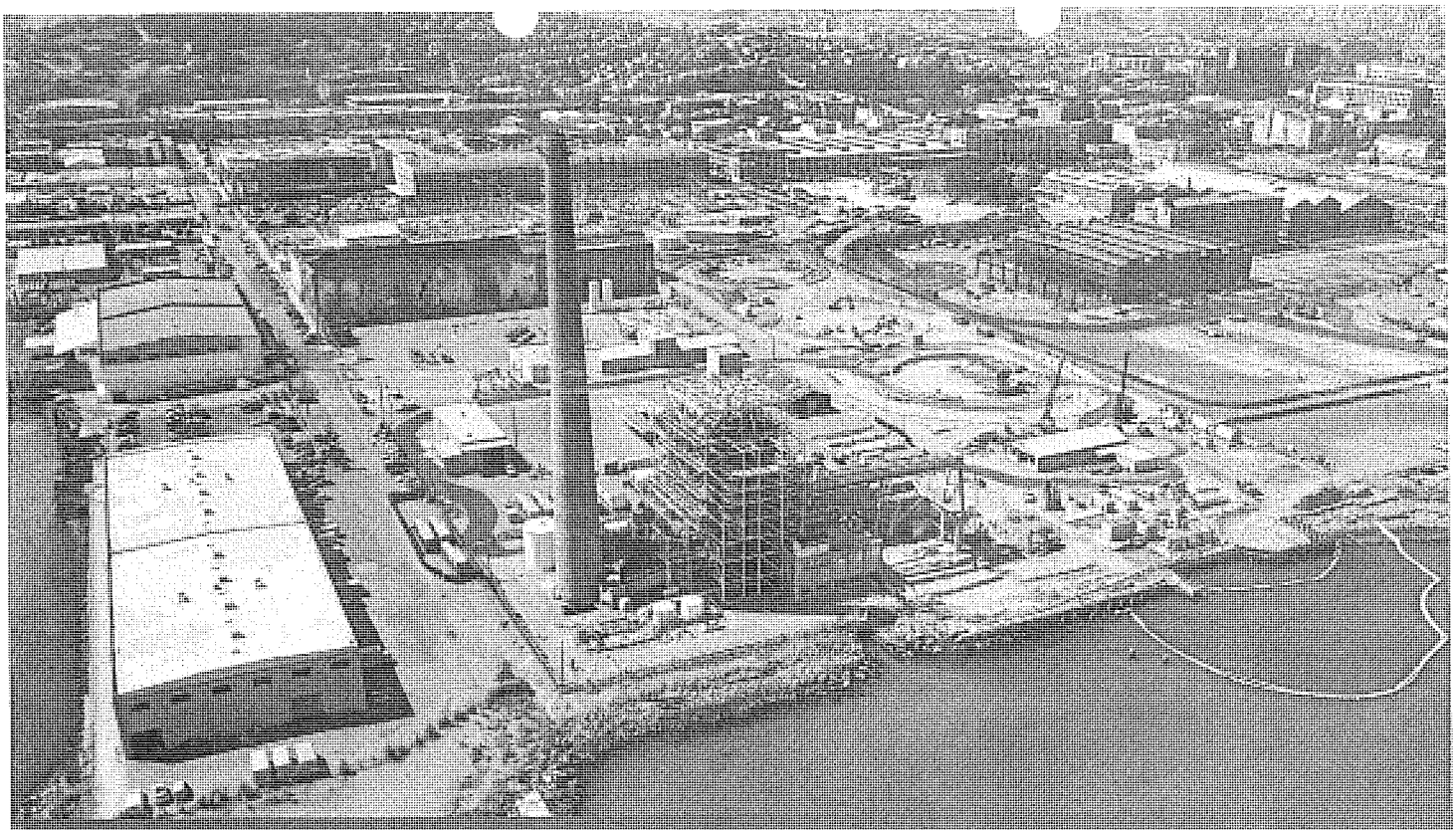
V. SFMTA Employee Restroom: A subsequent license agreement between the SFMTA and the Project will include provisions related to following:

- Project's obligation to build a restroom pursuant to SFMTA specifications.
- License for SFMTA employees (operators, inspectors, parking control officers, and supervisory staff) to access property to use the restroom.
- SFMTA employee use of the restroom permitted on a 24/7 basis.
- The restroom will be for the exclusive use of SFMTA employees.
- Developer is responsible for maintenance and repair of the restroom.
- Developer is responsible for keeping the restrooms insured against damage, destruction, and loss.

VI. Muni Bus Shelter

- Developer will provide a shelter that meets SFMTA's specifications with regard to overhang, seating, provision of electricity, space for signage/real-time information, accessibility, and other elements.
- The SFMTA shall have access to shelter elements to update maps, signage, and other customer-serving information.
- Developer will be responsible for seeking any required encroachment permits, with SFMTA's support.
- Non-SFMTA advertising may not be displayed on or within any part of the shelter.
- Developer is responsible for maintenance and repair of the shelter.

TP Schedule 1
TDM



POTRERO POWER STATION TDM PLAN

September 9, 2019

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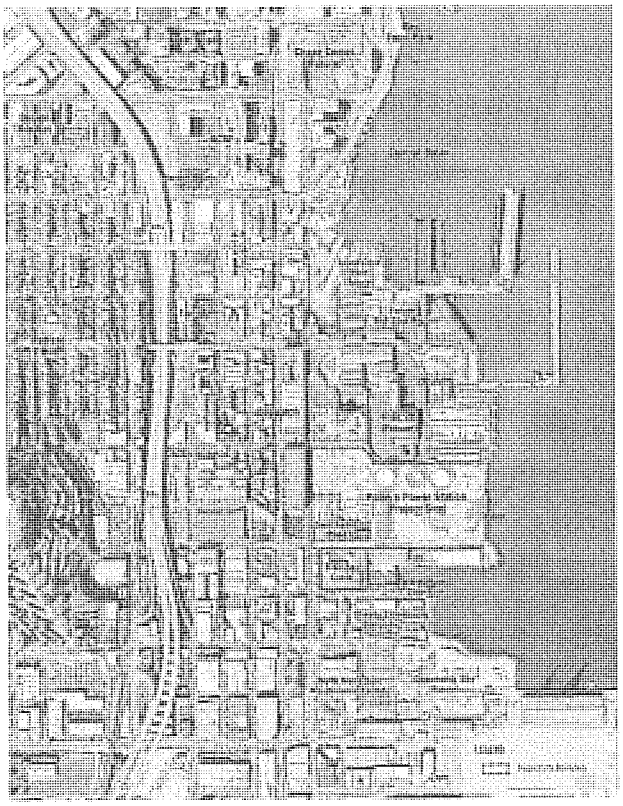
1 INTRODUCTION



The Potrero Power Station ("PPS") development is located on a 29-acre site in San Francisco's Central Waterfront area. PPS will include a mix of uses including residential, commercial, laboratory, retail, hotel, and open space. The site benefits from proximity to the waterfront and the Dogpatch neighborhood's retail and transportation options found on Third Street, as well as a relatively flat topography and close access to downtown San Francisco.

WHY TRANSPORTATION DEMAND MANAGEMENT (TDM)

TDM measures in general, and those described further in this plan specifically, work together to reduce vehicle miles traveled (VMT) trips by expanding mobility options and incentivizing the use of spatially and environmentally efficient modes. As discussed in the January 2018 Update of the Planning Department's TDM Technical Justification document (https://sfplanning.org/transportation-demand-management-program), achieving one point for a number of TDM measures proposed as part of the Project, including Shuttle Bus Services, Tailored Transportation Marketing Services, On-site Affordable Housing, and Unbundled Parking, is equivalent to approximately one percent reduction in VMT. Targeted programs strengthen the benefits of investments in bicycle and pedestrian infrastructure and the site's proximity to major transit nodes by reinforcing awareness of these options, breaking down barriers to incorporating them in travel routines, and incentivizing habitual use.

This TDM Plan reaffirms PPS's commitment to sustainability and to minimizing the Project's contribution to traffic congestion. It encourages the site's residents, employees, and visitors to use the most environmentally friendly and spatially efficient mode possible for each trip, with an emphasis on cycling, walking, and higher capacity modes.

The urban form planned at PPS and this TDM Plan are consistent with City of San Francisco policies that aim to encourage the use of transit and other non-auto modes of transportation, as well as the City's efforts to manage the transportation impacts of new development. The Plan was developed using San Francisco's new TDM Program per Planning Code Section 169 ('Ordinance') as a guide, and the PPS team used the Ordinance's framework to scale the site's programs appropriately.

Many campuses have implemented TDM programs to reduce VMT and find the optimal balance of transportation modes to accommodate growth. Genentech implemented an aggressive TDM strategy in 2006 that included programs

such as shuttle service and parking cash-out accompanied by comprehensive marketing and communications through an online employee portal. Since implementation, Genentech's drive-alone mode share has decreased by almost 30%, decreasing carbon emissions from 4.5 tons per employee to 1.9. Similarly, Stanford University's extensive TDM program, which has for years included meaningfully priced parking, transit subsidies, and incentive programs, has affected a substantial decrease in single-occupancy vehicle (SOV) commuting, from 72% in 2002 to 46% in 2011. Moreover, these programs serve campuses that grew rapidly during the periods noted, but this growth was not accompanied by substantial increases in parking. These two examples, along with many others from developments and employers across the country, attest to the power of thoughtfully crafted TDM programs.

Given these successes, robust TDM programs are becoming expected aspects of new developments in San Francisco and beyond. In early 2017, the City enacted a TDM Ordinance that requires developers to establish TDM programs scaled to the amount of parking they plan to build on-site. This ordinance reinforced existing policies that aimed to encourage the use of non-auto modes, such as the city's Transit First Policy, which was established in 1973 and amended to include pedestrians and bicyclists in 1999. New residents and office tenants also increasingly demand convenient access to quality multimodal infrastructure, and in urban areas like San Francisco, they assume that parking will be treated as a limited commodity that will be priced based on occupancy levels and market rates.

TDM AT POTRERO POWER STATION

This document includes a discussion of TDM measures and transportation investments aligned with the categories and measures included in the TDM Ordinance menu of measures, as well other transportation investments the Project is considering that fall outside the TDM Ordinance. The latter measures are aligned with the spirit of the TDM Ordinance and support and leverage the effects of TDM at the site and around the City. Notice(s) of Special Restrictions will be recorded, memorializing the TDM measures provided for each land use category per building and other associated requirements for the life of the Project. In addition to the implementation of TDM measures amounting to 75 percent of the applicable target as defined in the Planning Commission's TDM Program Standards, the Project is required by Mitigation Measure M-TR-5 of the Project's Environmental Impact Report (EIR) to reduce the number of Project-generated vehicle trips during the p.m. peak hour by an estimated 11 percent as compared to estimated automobile trips calculated at the P.M. Peak Hour for the Project. This 11 percent reduction is accounted for in the maximum vehicle trips shown in Table 1. If the estimated 11 percent reduction is not achieved, additional TDM measures are required to be implemented as further explained in Chapter 3 of this document under the heading Compliance and TDM Plan Adjustments.

Most measures will be implemented as part of the vertical development of each building, while some, such as the improvement of walking conditions, which the Project will accomplish by creating streets with sidewalks that meet the Better Streets Plan standards, will be provided as part of the Project's sitewide improvements. The implementation of each is further specified in the Project's Phasing Plan's Phasing Table.

Figure 1 Maximum P.M. Peak Hour Vehicle Trips per Phase

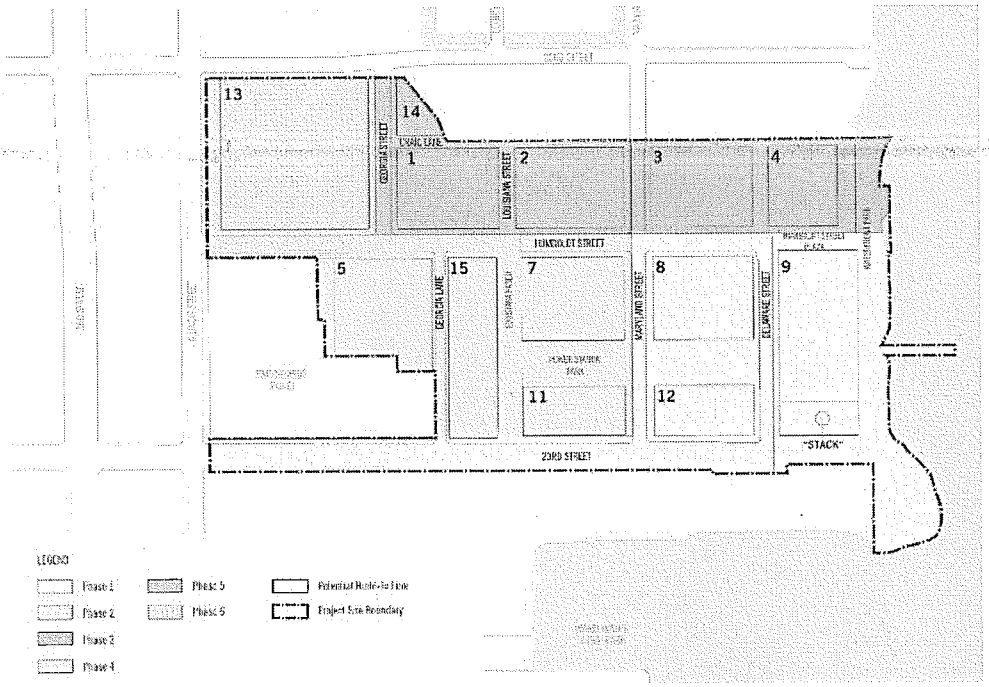
Maximum P.M. Peak Hour Vehicle Trips Per Phase				
Project Development Phase	Estimated Permitted Phase Total	EIR Estimated Phase Total	Cumulative Maximum Permitted Trips	Cumulative EIR Estimated Trips
Phase 1	370	413	370	413
Phase 2	430	491	800	904
Phase 3	260	288	1,060	1,193
Phase 4	620	699	1,680	1,892
Phase 5	240	269	1,920	2,161
Phase 6	290	320	2,210	2,482

Single Access/No PG&E Sub Area Scenario

Because the Developer does not control the PG&E sub-area (about 4.8 acres on the northwest corner of the project site; see Chapter 2, Figure 2-2, page 2-6), and development of land uses within the PG&E sub-area would only occur when and if PG&E determines it is feasible to relocate the existing utility infrastructure and operations, it is possible that development of the PG&E sub-area could be delayed. Until the PG&E sub-area is developed, Humboldt Street may not be improved to connect the Project site to Illinois Street and, therefore, it is possible that the Project site would be accessible only via 23rd Street for a period of time (possibly until Maryland Street is improved to connect to the Project site as part of the Pier 70 Mixed-Use development).

During the time that the Project site is only accessible by 23rd Street (i.e., until such time that access if provided by Humboldt Street, Maryland Street, Georgia Lane, or another street other than 23rd Street), the Developer shall be responsible for implementing TDM measures necessary to limit the number of project-generated vehicles entering or exiting the project site to a maximum of 600 vehicles per lane per hour inbound and 600 vehicles per lane per hour outbound during the weekday pm peak hour (Single Access Performance Standard). Once a second means of vehicle egress to and from the Project site is made available, the maximum vehicle trips reflected in Figure 1 will apply. As with the evaluation of maximum P.M. peak hour vehicle trips per phase discussed above, the determination of the weekday pm peak hour vehicular traffic generated by the Project for purposes of evaluating adherence to the Single Access Performance Standard will follow the monitoring methods outlined in Chapter 3.

Figure 2 PPS Phasing Plan

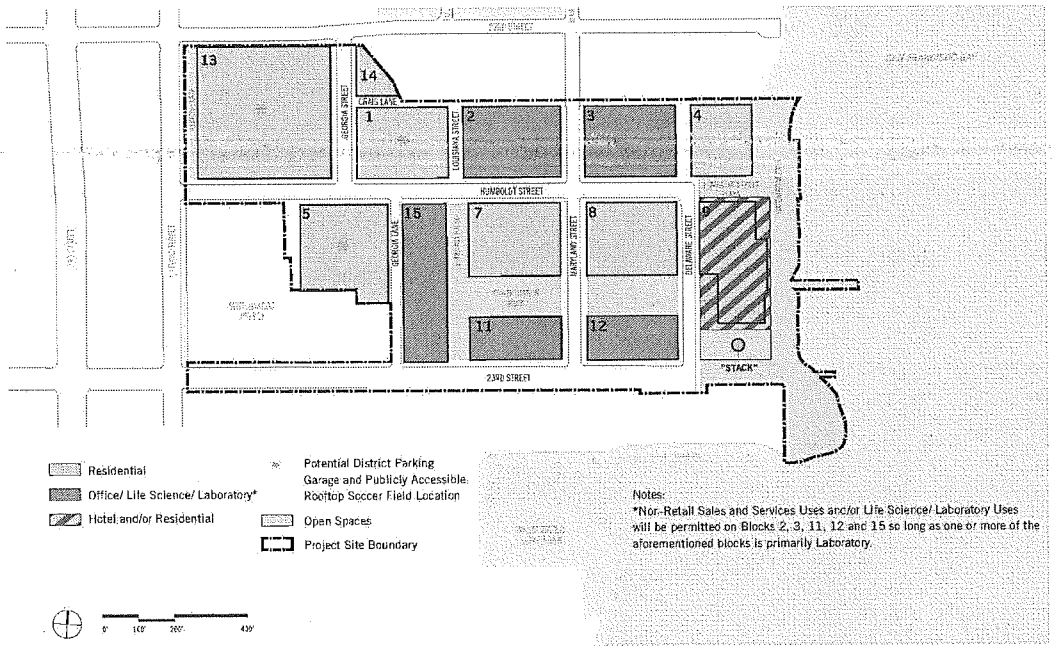


A GUIDE TO THIS DOCUMENT

Chapter 2 includes a discussion of point-generating TDM measures. Given that the Potrero Power Station Mixed-Use Development Project (the "Project") is a master planned project, which will be governed by a Development Agreement, in any event the Development Agreement conflicts with Planning Code Section 169, the Development Agreement shall apply. The project sponsor, SFMTA, and the Planning Department have prepared this TDM plan as an alternate means of satisfying the intent of Planning Code Section 169 for all new construction proposed by the Development Agreement and Design for Development within the Project Site Boundary. As noted below, some of the TDM measures will be implemented as a part of the construction of particular buildings (called "Vertical Improvements"), some will be implemented on a district-wide basis, independent of any particular building (called "Horizontal Improvements"), while others will be implemented operationally, as appropriate for the measures identified in this TDM Plan. A TDM Coordinator will be hired to be responsible for implementation of all TDM measures, and for administering and managing monitoring and reporting requirements as further specified in Chapter 3.

The Project would rezone and establish development controls for a multi-phased, mixed-use development at the Project Site. The Project would include amendments to the General Plan, including the Central Waterfront area plan, and Planning Code and create a new Potrero Power Station Special Use District (SUD). The SUD would establish land use controls for the Project Site and incorporate design standards and guidelines in a new PPS Design for Development document. References to the Planning Code ("Code") within this TDM Plan, and in the PPS Design for Development document, are references to the City of San Francisco Planning Code as it exists as of the date of the Project's Development Agreement. Initially capitalized terms not expressly defined herein are defined in the Development Agreement or, if not defined in the Development Agreement, in the Code.

Figure 3 PPS Land Use Plan



2 PLANNED TDM MEASURES AND TRANSPORTATION STRATEGIES

This initial TDM Plan consists of a package of measures that will work together to effect behavioral change and reduce vehicle miles travelled. These measures include infrastructure improvements, incentives, and ongoing programs, many of which have been successfully implemented in other urban, mixed-use environments. The obligation to implement certain measures will rest with the Project's Developer as part of sitewide improvements to the Project Site. Sitewide improvements are items such as streets and open space improvements that are distinct from new buildings. The obligation to implement other measures will be implemented with new buildings or vertical improvements. Following the description of each measure, **emboldened text** details the requirement for implementation of each specific TDM measure.

TDM ORDINANCE MEASURES

The TDM measures recognized by the City through the TDM Ordinance guidance materials are organized according to the categories set forth in the guidance materials. These categories include:

- INFO – Information Services
- ACTIVE – Active Transportation
- PKG – Parking Management and Policies
- HOV – High Occupancy Vehicle Measures
- CSHARE – Car Share and Scooter Share
- FAMILY – Family-Supportive Measures
- DELIVERY – Delivery-Supportive Measures
- LU – Land Use

TDM Ordinance Category: INFO

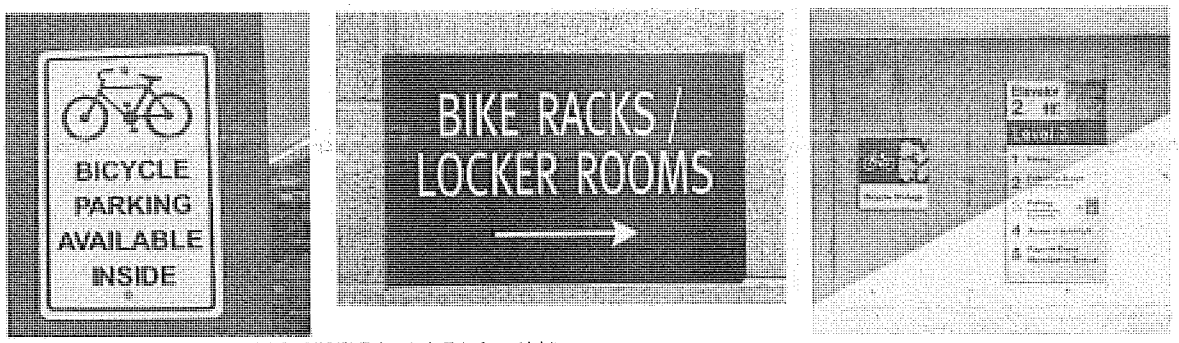
INFO-1: Multimodal Wayfinding Signage within Buildings

- ***Applies to: Residential, Office, Retail and Other (PDR)***

Building signage and wayfinding to indicate points of connection between different modes can help increase people's understanding of their non-auto travel options (see Figure 3). Each building lobby will include signage directing individuals to physical TDM measures within and adjacent to the building, such as bicycle parking, locker rooms, car-share, etc. Where appropriate, signage within building lobbies may also include site-wide features, such as shuttle and bus stop locations. Signage can also indicate the nature and location of nearby transit or bicycle routes and the location of bicycle parking.

Implementation. Multimodal wayfinding signage will be designed and installed within each new building at PPS.

Figure 3 Wayfinding Examples



Sources: sagittandy.blogspot.com/ (left), MIG/SVR (center), Takeform (right)

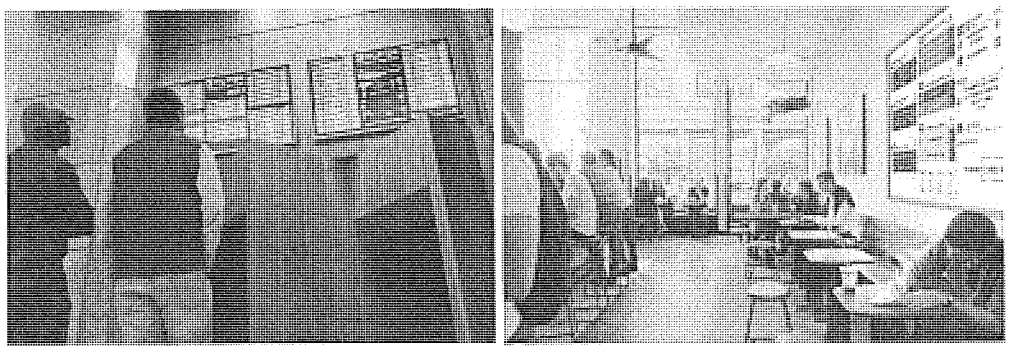
INFO-2: Real-Time Transportation Information Displays

- *Applies to: Office*

Making such information readily available can increase residents' awareness of local transit options and can facilitate efficient trip planning and the use of non-auto modes. This measure consists of providing real-time transportation information to Potrero Power Station employees and visitors of Office buildings. Depending on the technologies available by the time the first phase of the Project is built, information could be displayed on screens in lobbies (see Figure 4) and other high traffic areas, as well as on a potential Project website and other communications channels.

Implementation. Each new building containing more than 25,000 square feet of office uses, will include dynamic transit information displays in building lobbies or use a similar approach based on state-of-the-practice technology at the time of building design.

Figure 4 Transit Information Screen Displays



Source: TransitScreen

INFO-3: Tailored Transportation Marketing Services

- *Applies to: Residential, Office and Retail*

A strong communication and marketing campaign is critical to the success of any TDM program, ensuring that residents, employees, and visitors receive information about relevant resources and incentives at appropriate times and through channels that are easily accessible. Incorporating consistent branding into all communications can help

create a sense of place and establish a cohesive identity for the transportation program. Branding can be used to emphasize that resident, employees, and visitors can travel seamlessly through the area.

The Potrero Power Station will develop a cohesive marketing effort to promote all transportation options to and from the site, including biking, walking and public transit. As part of a site-wide marketing campaign, Potrero Power Station will develop transportation welcome packets to inform new residents and employees of the range of transportation options available to them. These packets will likely include up-to-date information on local and regional transit services (including maps, schedules and fares) and where transit passes can be purchased, bicycle wayfinding maps, and nearby car share locations, in addition to other relevant travel information. They could also include sources for additional web-based transportation materials (e.g., 511.org, NextBus, and the San Francisco Municipal Transportation Agency website). Finally, the packets will include up-to-date information on the range of transportation benefits available, including any relevant details on how to take advantage of these benefits. This strategy will ensure that a lack of knowledge is not a barrier to choosing non-driving modes. For Office and Retail land use categories, representing the bulk of employees on site, personal consultation for each new employee will be provided accompanied by a request for a commitment to try new transportation options. A commitment could include a pledge, for example, to try transit, carpooling, bicycling, or walking within the first month of beginning employment at the Project site. Employees of Retail Land Use categories will also be offered a one-time financial incentive as further described below.

Implementation. The Project's TDM Coordinator will provide new residents and employees with a transportation welcome packet upon move-in or receipt of notification of new employee. These informational packets will be updated annually as local transportation options change. The TDM Coordinator will also engage in ongoing efforts to provide information on and market the use of non-auto modes and available transportation incentives.

The Project's TDM Coordinator will offer all employees of Retail and Office Land Use categories a personal transportation consultation and request for a commitment to try new transportation options.

In addition to the above, the TDM Coordinator will offer retail employees a one-time financial incentive amounting to at least 25 percent of the cost of a monthly Muni only "M" pass for one month, or equivalent value in e-cash loaded onto a Clipper Card. Outreach will be conducted to employees on an annual basis to encourage adoption of sustainable commute policies.

TDM Ordinance Category: ACTIVE

ACTIVE-1: Improved Walking Connections

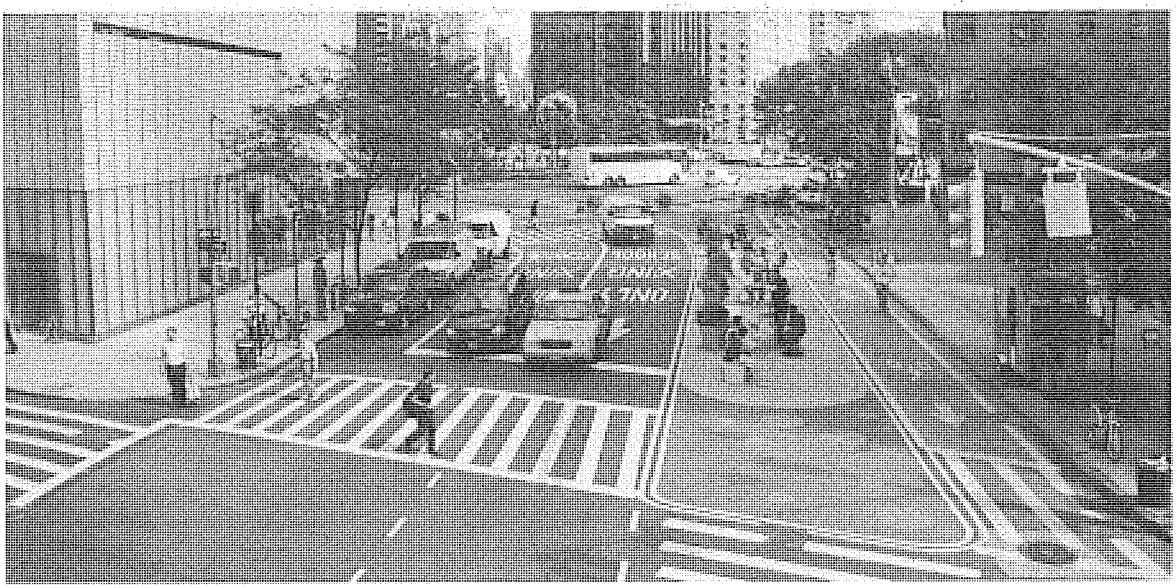
- ***Applies to: Residential, Office and Retail***

High quality street design can greatly improve overall walking conditions, enhance access to transit, and facilitate safer and more convenient pedestrian and bicycle connections. A pedestrian-oriented urban design is essential for residents, employees, and visitors to fully take advantage of all available transportation options and programs throughout a site and nearby.

Potrero Power Station's street cross sections are being developed with state-of-the-practice street design principles in mind. Streets within the development will be consistent with the Design for Development and Infrastructure Plan documents, both of which have been prepared in consultation with SFMTA, DPW and Planning Department to reflect the goals of the Better Streets Plan and urban street design guidelines from the National Association of City Transportation Officers (NACTO) (see an example of a street designed using NACTO guidelines in Figure 5). The Project is also committed to continuing the Blue Greenway pedestrian and bicycle trail through the site, along the Bayfront and 23rd Street. These improvements will help shape the overall neighborhood environment and enable other TDM measures to succeed.

Implementation. The Project will construct sidewalks and streets in conformance with the Design for Development and Infrastructure Plan, which have been prepared in consultation with SFMTA to ensure that streets will be safe and comfortable for non-motorized users and include features including wide sidewalks, clear crossings, and high-quality bicycle infrastructure. The sidewalks and streets will be constructed in phases, per the Project's Phasing Plan.

Figure 5 Complete Streets Design Features



Source: New York City Department of Transportation

ACTIVE-2: Bicycle Parking in Compliance with Code Requirements

- ***Applies to: Residential, Office, Retail and Other (PDR)***

Safe and convenient bicycle parking is a key ingredient for creating a bicycle friendly environment. PPS intends to provide bicycle parking space at the Code-required amount, consistent with the PPS Special Use District (SUD). There are several methods of providing secure (Class I) bicycle parking spaces for residents and employees. Bicycle rooms or cages can be placed at convenient locations within Buildings or in nearby public spaces, and bicycle owners who qualify can receive a key or access card to use the space (often the same card used to access an elevator or parking garage). Supportive amenities such as showers and lockers will also be provided for use by employees.

On-street Class II bicycle racks in highly visible locations will also be provided to facilitate short-term bicycle parking. Bicycle racks will be easy to use and located in the most visible and convenient parts of the building frontage (near entrances to establishments at PPS). Public bicycle parking is often considered secure when it is situated in well-lit, highly visible areas.

Implementation. Each new building will include Class I bicycle parking spaces and Class II bicycle parking spaces in accordance with the requirements of the PPS SUD.

ACTIVE-3: Showers and Lockers for Employees

- *Applies to: Office, Retail and Other (PDR)*

Showers and lockers located near bicycle rooms can allow those who have to bicycle, walk or run longer distances to rinse off and change from clothing suitable for cycling to work attire, eliminating one potential barrier to cycling, walking or running to work. As such, the development will provide showers and lockers for office, retail, and PDR employees in amounts required by the PPS-SUD.

Implementation. Each new building will install and maintain showers and lockers in or near bicycle storage in accordance with the requirements of the PPS-SUD.

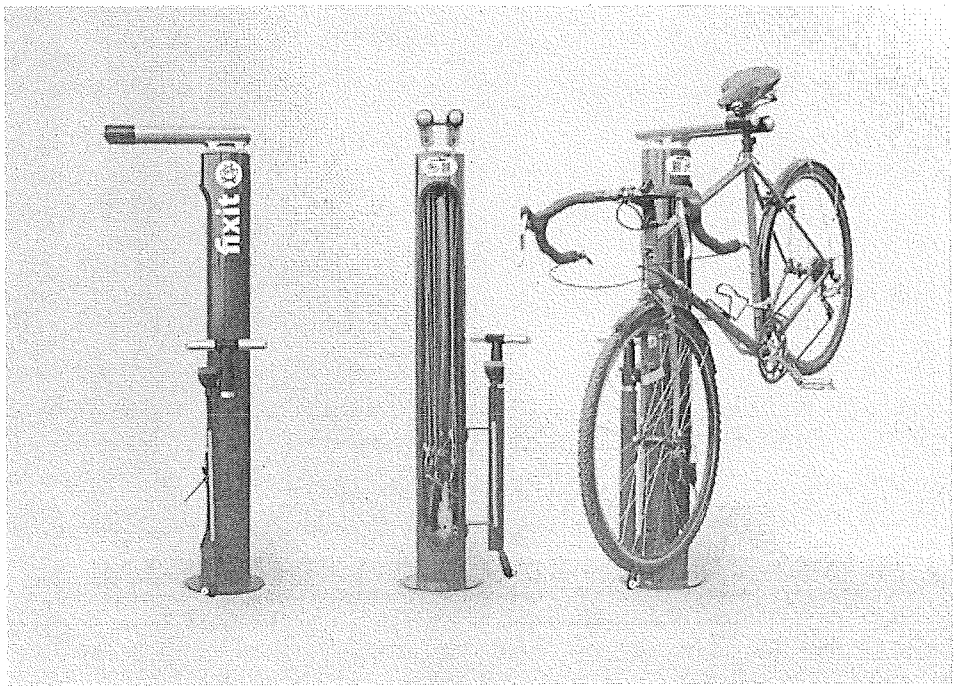
ACTIVE-5A: Bicycle Repair Stations

- *Applies to: Residential, Office and Retail*

Maintenance can be a key barrier to using a bicycle as a primary transportation mode. Fix-it stations can address this barrier by providing a place to complete bicycle repairs that could include a fix-it pole (to allow bicycles to be hoisted off the ground for easier access) and bicycle tools. These fix-it stations can also be equipped with up-to-date bicycle maps, information on bicycle-related programming on-site or nearby, and other information for cyclists.

Implementation. Each new building will install a regularly maintained bicycle fix-it station similar to the one shown in Figure 6 in or immediately adjacent to bicycle storage. The bicycle fix-it station will be fitted with a fix-it pole or other mechanism to hold bicycle for repair, appropriate tools, and bicycle-related information, each in the manner required by the Design for Development.

Figure 6 DERO Bicycle Fix-it Station



Source: DERO

TDM Ordinance category: PKG

PKG-1: Unbundle Parking

- *Applies to: Residential, Office and Retail*

"Unbundling" parking means that the cost of parking is separate from the cost of residential and commercial units. It is an increasingly common practice in urban areas, and the City of San Francisco requires residential developments to unbundle parking.

Unbundling parking cost changes parking from a required purchase to an optional amenity, so that households can choose how many spaces they wish to lease or purchase. This approach provides a cost savings to households who decide to dispense with their cars, and it can help attract households who wish to live in a transit-oriented neighborhood where it is possible to live well with only one car, or even no car, per household. Thirty percent of San Francisco households do not own a vehicle.[1]

For this measure to work optimally for office, the users of parking – not their building managers or employers – must be the ones who ultimately pay daily or monthly costs.

Implementation. Each new building will unbundle parking costs. This means for Residential uses, parking costs will not be included in the sale or lease price. For Office and Retail uses, employers shall not pay the cost of parking for its employees.

PKG-2: Short-Term Daily Parking Provision

- *Applies to: Retail*

Paying a lump sum for unlimited use of any service results in people using that service more, as there is no refund for less use. Parking demand works the same way: drivers paying a monthly fee to park are effectively paying a big fee for the first day of parking and then every day after parking is free, encouraging driving on days when other choices may have been a reasonable option. To shift the decision-making and reduce excess parking demand, parking will be managed at an hourly or daily rate only, without a long-term parking option for retail employees or visitors.

Specifically, any available parking within the shared parking supply could be used by site visitors at an hourly or daily rate. Visitors could include residential, office or hotel guests and retail, assembly space and open space users. Grocery Store parking would be dedicated for grocery use during business hours and on the same block as the grocery store. For additional information regarding general assumptions for the Project's parking system, see PKG-4: Minimize Parking Supply.

Implementation. Potrero Power Station parking facilities shall not offer a parking rate or pass for a term longer than one day for employees and visitors of the Retail Land Use. Additionally, no discounted rate shall be offered for weekly, monthly or similar time-specific periods.

[1] U.S. Census, American Community Survey 2013, five-year estimates

PKG-4: Minimize Parking Supply

- *Applies to: Residential*

Building excessive parking leads to increased automobile use, contributing to more vehicle trips, increased traffic congestion, higher housing costs, and greater greenhouse gas emissions. Given the large number of households with no vehicle and the demand for housing in San Francisco, a limited supply of parking, could be expected to attract a high proportion of residents without vehicles, which in turn should result in fewer vehicle trips from the development. The Project site will be directly served by high-quality transit and is in a neighborhood that is already facing vehicular congestion, which further discourages driving and parking.

Through the Design for Development, the Project has established maximum Residential parking ratio of 0.6 spaces per unit, which is lower than the neighborhood average.

The Project will provide parking, both within each block and a centralized parking garage. Upon completion of all phases of the Project, no more than 0.6 spaces shall be provided per residential unit. Due to the phased nature of the Project, the Project may construct more or less than 0.6 spaces per unit within each building or phase. Any off-street parking spaces or stalls that would result in the cumulative off-street parking ratio exceeding 0.6 spaces per unit may not be used for any parking purpose and must be physically separated to preclude use of such spaces until such time that sufficient residential development is completed to bring the parking ratio into conformance with the maximum 0.6 space per unit requirement.

TDM Ordinance Category: HOV

HOV-2: Shuttle Bus Service

- *Applies to: Residential, Office and Retail*

Providing shuttle service to nearby regional transit hubs can reduce a barrier to commuting by transit. PPS will provide shuttle service to the 16th Street BART station and the 22nd Street Caltrain station as depicted in Figure 5.6.1 of the PPS Design for Development, unless otherwise agreed upon with SFMTA. The shuttle shall be sized to target a capacity utilization of approximately, but no greater than 85 percent. If the 85 percent capacity utilization standard is exceeded, the size or number of shuttles in operation shall increase.

The proposed service would run every 15 minutes during weekday peak periods and would comply with all applicable laws and regulations. The service would be open to the public and free to users, unless otherwise agreed upon with SFMTA. See Figures 5.6.2, 5.21.1 and 5.21.2 of the Design for Development for designated on-site shuttle stop locations for legal loading and unloading, and preliminary dimensions.

Implementation. As detailed in the Development Agreement, the Project shall provide a shuttle with connections to 16th Street BART and the 22nd Street Caltrain terminal.

San Francisco Municipal Transportation Agency is planning new Muni service (55 Dogpatch) that would parallel the east-west route, and the agency is planning significant service increases on the T-Third over the long term that would obviate the need for supplemental north-south service. The Project team's intent is to provide sufficient service to meet the needs of PPS residents, employees, and visitors, and to complement Muni service once the 55 Dogpatch is in place.

TDM Ordinance Category: CSHARE

CSHARE-1: On-Site Car Share Parking

- *Applies to: Residential, Office, Retail and Other (PDR)*

Allowing residents, workers, and visitors to rent cars on-site can make it easy for people who do not have a car (or who have a limited number of cars per household) to have access to a vehicle when needed (e.g. to run errands that require hauling heavier items). The Project will provide car-share spaces in convenient locations in buildings on-site. Spaces will be located in high-visibility parking spots within publicly-accessible parking facilities, with clear exterior signage to increase visibility and emphasize the convenience of car share.

Implementation. Each new building shall provide the number of car-share parking spaces required by the SUD.

Figure 7 Zipcar Car-Share

Source: Flickr, Marcin Wichary

TDM Ordinance Category: FAMILY

FAMILY-2: On-Site Child Care

- *Applies to: Residential, Office, and Retail*

Providing child care services on-site can help minimize a key barrier for parents to taking non-auto modes to work. In doing so, it can reduce travel needs for both residents and employees by eliminating an extra round trip to a separate childcare destination. A minimum of 12,000 square feet of child care will be provided within buildings at the Project Site of which at least 6,000 square feet shall be provided by Phase 2 and the total 12,000 square feet delivered by Phase 4. The Phasing Plan attached to the Development Agreement may be revised from time to time in accordance with the Project's Development Agreement. An on-site child care provider(s) will be identified, and a facility (or facilities) consistent with best practices will be designed.

Implementation. The Project shall provide on-site child care facilities pursuant to the requirements of the Phasing Plan attached to the Development Agreement.

TDM Ordinance Category: DELIVERY

DELIVERY-1: Delivery Supportive Amenities

- *Applies to: Residential and Office*

Providing storage space for perishable groceries can have a direct effect on reducing trips by encouraging and facilitating online ordering. Where this type of measure has been implemented without direct staff monitoring at all times, building residents typically access deliveries through a locker system with unique pick-up codes that include the locker number and access times for the delivery recipient. Regardless of the precise method, providing some kind of secure place for delivery storage can allow residents and employees to confidently arrange for deliveries, even if they may not be able to pick items up or get them to their own refrigerator or pantry immediately.

Implementation. Each new Residential and Office building will provide in-building lockers that are refrigerated and/or allow for dry storage of sensitive or perishable deliveries.

TDM Ordinance Category: LAND USE

LU-2: On-Site Affordable Housing

Residents living in affordable housing typically own fewer cars per household than residents of market-rate units. Thirty percent of the Residential Units produced by the Project will be Affordable Housing Units pursuant to the Project's Affordable Housing Plan. Inclusionary Rental Units will be restricted, on average, to a Housing Cost that is affordable to Households earning not more than 72% of Area Median Income (AMI) and not more than 99% AMI for inclusionary for-sale units, pursuant to the Project's Affordable Housing Plan.

Implementation. The Project will provide significant affordable housing on-site in accordance with the requirements of the Development Agreement's Affordable Housing Plan.

ADDITIONAL TDM AND TRANSPORTATION STRATEGIES

In addition to the TDM measures described in the last section, PPS plans to make further important investments in transportation infrastructure and programs in the spirit of encouraging the use of non-auto modes.

While not included in the City's TDM Ordinance menu of measures, the additional measures shown in Figure 8 will also facilitate successful implementation of the full transportation program, tying program areas together and ensuring critical pieces of infrastructure exist to support use of other on-site transportation programs. For example, provision of transit layover facilities is essential to maximizing the impact of a multimodal transit subsidy, much like high quality bicycle routes are key to encouraging enough site users to consider cycling a primary travel option and, in turn, make full use of on-site bicycle parking.

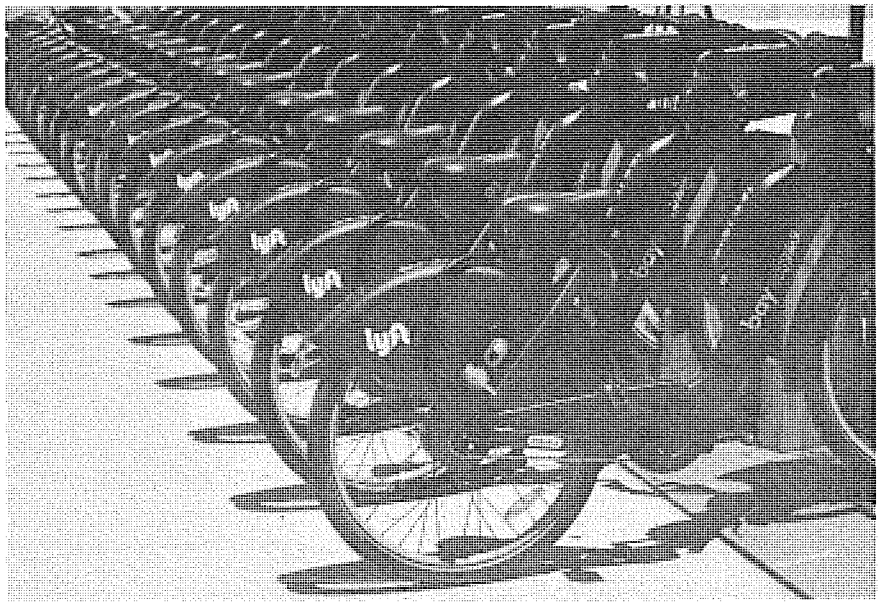
Figure 8 Additional Transportation Strategies

Strategy Area	Additional Transportation Strategies	Related TDM Measures
Program Management and Implementation	Expanded role of TDM coordinator to include coordination with fresh food-related shops, vendors, and for events at the site	▪ Strategic Multimodal Signage/Wayfinding ▪ Real-time Travel Information ▪ Transportation Welcome Packets and Ongoing Transportation Marketing Campaign
Transit	Provision of layover space and operational needs for the 55 Dogpatch Muni route on 23rd Street	▪ Shuttle Bus Service ▪ Multimodal Transportation Subsidy
	Required Transportation Sustainability Fee	
Bicycle	Investment in completing the Blue Greenway through the site	▪ Bicycle Parking ▪ Bicycle Repair Station and Maintenance Services ▪ Showers and Lockers for Employees ▪ Improved Walking Conditions
	Traffic-calmed interior roadways	
	Space allocated for bike share docks	
Loading	Ample curb frontage allocated to passenger and commercial loading	▪ Multimodal Transportation Subsidy ▪ Minimize Parking Supply ▪ Cold/Dry Storage for Grocery/Package Delivery

Bike Share Docks

PPS plans to make adequate space available for bike share at the site. Access to bike share will be provided in high-traffic areas near key buildings and site entrances, facilitating easy and convenient use of the bike share system. This will serve to further reinforce the site's multimodal brand.

Figure 9 Bay Wheels Dock



Source: SFMTA

3 TDM PLAN IMPLEMENTATION

RELATIONSHIP TO THE PLANNING CODE

References to the Planning Code or Code herein are references to the City of San Francisco Planning Code as it exists as of the date of the Project's Development Agreement. Future changes to the Planning Code may apply to the Project pursuant to the terms of the Development Agreement. Refer to Potrero Power Station Design for Development, Appendix D for key provisions of the Planning Code as of the effective date of the Development Agreement. References to the TDM Plan include the TDM Measures as required by the TDM Program (guided by Planning Code Section 169) and the Mitigation Measure M-TR-5; and all monitoring and requirements for both.

TDM COORDINATOR

The Project's TDM Coordinator is crucial to the successful implementation and oversight of the Project's TDM Plan. This person will manage the roll-out of all programs, including managing vendors and engaging with new site residents, tenants and employees to introduce them to the site's transportation offerings through welcome packets, consultations, and other digital or online materials. The TDM Coordinator may be an employee of the developer or the position may be contracted with a third-party provider of TDM measures. The TDM Coordinator shall be delegated authority with the appropriate resources to coordinate and implement the TDM Plan.

The purpose of the TDM Coordinator is to provide oversight and management of the Project's TDM Plan implementation. In this way, a single representative for the Project is aware of and responsible for the orderly and timely implementation of all aspects of the TDM Plan and can adequately manage the components of the TDM Plan. This is especially important when implementation of individual measures is undertaken by different individuals or entities. The TDM Coordinator may also implement certain elements of the TDM Plan, thereby also acting as a provider of certain programmatic measures (see detail below). The primary responsibilities of the TDM Coordinator are:

- To serve as a liaison to the San Francisco Planning Department regarding the administration and implementation of the TDM Plan for the life of the Project including notifying the San Francisco Planning Department of new contract information if TDM Coordinator changes;
- To facilitate City staff access to relevant portions of the property to conduct site visits, surveys, outreach, inspection of physical measures, and/or other empirical data collection, and facilitate in-person, phone, and/or e-mail or web-based interviews with residents, tenants, employees, and/or visitors;
- To ensure that TDM measures required for the Project are implemented. This will include certifying that physical (e.g., requisite bicycle parking supply and quality; bicycle repair station; car-share parking, etc.) and programmatic (e.g., tailored transportation marketing services, contributions or incentives for sustainable transportation, etc.) measures for the building are in place for the time period agreed to in the conditions of approval and that they are provided at the standard of quality described in the Planning Department's TDM Program Standards (https://sfplanning.org/transportation-demand-management-program);
- To prepare and submit ongoing compliance forms and supporting documentation, along with the associated administrative fee (https://sfplanning.org/resource/fee-schedule-applications), to the Planning Department;
- To manage monitoring and reporting requirements as described below;
- To request a TDM Plan review by Planning Department staff if changes to the plan are desired; and

- To work with Planning Department staff to correct any violations through enforcement proceedings, if necessary. The TDM Coordinator should participate in any trainings/workshops offered by the City, on a regular basis, as they become available (e.g., on an annual basis).

MONITORING AND REPORTING

The TDM Program includes three monitoring and reporting processes. The first process occurs prior to issuance of the First Certificate of Occupancy (San Francisco Department of Building Inspection) for a Vertical Improvement. The second process occurs after the First Certificate of Occupancy is issued by the San Francisco Department of Building Inspection and the Vertical Improvement is operational. It includes monitoring of physical measures, as well as vehicle trip reduction to ensure compliance with Mitigation Measure M-TR-5, as further described below. M-TR-5 is included as Attachment B of this TDM plan. An optional third process to revise an approved TDM Plan is also provided, which may occur at any point after approval of the Development Agreement. The TDM Program Standards along with this TDM Plan describes all three processes, as further described under Monitoring Documentation. Planning Department staff will conduct a site visit once every three years to confirm all approved physical measures in the TDM Plan continue to be implemented and/or installed. TDM coordinators will be informed in advance of these site visits. If the Project is in good standing (i.e., submits satisfactory Ongoing Monitoring and Reporting Forms for five consecutive years), then the annual requirement will shift to one submittal every three years. If, at any time, the Project fails to demonstrate satisfactory ongoing monitoring and reporting, the Project may be required to revert back to an annual submittal schedule until the Project again demonstrates five consecutive years of satisfactory monitoring and reporting.

Pre-Occupancy Monitoring and Reporting

For every Vertical Improvement that is an entire building, a Notice of Special Restrictions referencing this TDM Plan shall be recorded on the deed of the property before a Building Permit can be issued. This must occur before a site inspection is conducted. Prior to the issuance of a First Certificate of Occupancy for a given Vertical Improvement, the TDM Coordinator shall facilitate a site inspection by Planning Department staff to confirm that all applicable physical measures in the TDM Plan have been implemented and/or installed. This process is more fully described as follows:

Prior to the site visit, TDM Coordinator shall provide to Planning Department staff a Pre-Occupancy Monitoring and Reporting Form including 1) a copy of the TDM Plan 2) TDM Coordinator contact information 3) a copy of a signed letter stating that the TDM Coordinator agrees to distribute a copy of the TDM Plan with new employee packets, tenant lease documents, and/or deeds to each new employee or tenant and 4) documentation that approved programmatic measures in the TDM Plan have or will be implemented as required.

Within 30 days of the Pre-Occupancy Monitoring and Reporting Form submittal, Planning Department staff will review the documentation of the programmatic measures in the TDM Plan and schedule a site visit. During the site visit, Planning Department staff will verify that physical measures are provided as specified in the TDM Plan and complete corresponding sections of a Pre-Occupancy Monitoring and Reporting Form for programmatic measures. Planning Department staff will then review the documentation and finalize a Pre-Occupancy Monitoring and Reporting Form. This process, starting from the scheduled site visit date, shall not take longer than 30 days. The First Certificate of Occupancy from the Department of Building Inspection shall not be issued until the TDM Coordinator receives an approved Pre-Occupancy Monitoring and Reporting Form.

The administrative fee associated with the TDM Plan Review Application covers the cost of pre-occupancy monitoring and reporting.

Ongoing Monitoring, Evaluation, and Refinement

TDM Measures

During the established monitoring period, Planning Department staff will verify that the TDM Coordinator is maintaining physical measures and continuing to provide programmatic measures as specified in the TDM Plan. The TDM Coordinator will submit annual *Ongoing Monitoring and Reporting Forms* and supporting documentation, along with the associated administrative fee, as further described under "Monitoring Documentation".

No monitoring and reporting is required for land use category D (e.g. PDR) projects on an ongoing basis, although site visits may be performed by Planning Department staff without being subject to the ongoing administrative fee. TDM Coordinators will be informed in advance of these site visits.

Trip Reduction

In addition to the monitoring of the TDM measures mentioned above, monitoring for the purposes of reducing vehicle trips consistent with Mitigation Measure M-TR-5: "Implement Measures to Reduce Transit Delay" will also be implemented as stated below.

Within one year of issuance of the PPS's First Certificate of Occupancy, a qualified transportation consultant approved by the SFMTA will begin monitoring daily and p.m. peak period (4 p.m. to 7 p.m.) vehicle trips in accordance with an SFMTA and San Francisco Planning Department agreed upon monitoring and reporting plan, as stated within this section of this TDM Plan.

A document with the results of the annual daily and p.m. peak hour vehicle counts shall be submitted to the Planning Department's Environmental Review Officer and SFMTA for review within 30 days of the data collection or with the Project's annual TDM Monitoring Report as agreed to by the Environmental Review Officer in consultation with the SFMTA.

Monitoring Methods

The TDM Coordinator shall prepare, or work with a third-party consultant to prepare, TDM Monitoring Reports that will include all the requirements for Pre-Occupancy and On-going Monitoring and Reporting requirements per the TDM Program Standards and data collected by qualified transportation consultant for review and approval by the Planning Department's Environmental Review Officer and the SFMTA for Mitigation Measure M-TR-5. The TDM Monitoring Report shall include the following components or comparable alternative methodology and components as approved or provided by Planning Department staff:

- Trip Count: The vehicle data collection shall include counts of the number of vehicles entering and exiting the Project site on internal streets at the site boundaries on 22nd, Illinois, and 23rd Streets for three weekdays during the p.m. peak period (4 p.m. to 7 p.m.). The data for the three weekdays (Tuesday, Wednesday, or Thursday) shall be averaged, and the surveys shall be conducted within the same month annually. The qualified transportation consultant shall submit the proposed methodology for the Planning Department's approval prior to conducting the components of the trip count. It is anticipated that the Planning Department will have a standard trip count methodology developed and available to project sponsors at the time of data collection.

- Documentation of Plan Implementation: The TDM Coordinator shall work in conjunction with the Planning Department to submit and successfully complete Ongoing Monitoring and Reporting Forms, which includes the data collected on Mitigation Measure M-TR-5 as an Appendix, to document

the implementation of TDM Program elements and other basic information during the reporting period. These forms shall be included in the TDM Monitoring Report submitted to Planning Department staff.

- Degree of Implementation: The TDM Monitoring Report shall include descriptions of the degree of implementation (e.g., how many tenants or visitors the TDM Plan will benefit, and on which locations within the site measures will be/have been placed, etc.)

- Assistance and Confidentiality: Planning Department staff will assist the TDM Coordinator on questions regarding the components of the TDM Monitoring Report and shall ensure that the identity of individual survey responders is protected. Additional methods (described below) may be used to identify opportunities to make the TDM Program more effective and to identify challenges that the program is facing.

Monitoring Documentation

TDM Monitoring Reports for both the TDM measures and trip reduction shall be submitted to the Planning Department 18 months following 75 percent occupancy of the first Development Phase. Thereafter, annual TDM Monitoring Reports (referred to as "reporting periods") shall be submitted until eight consecutive reporting periods show that the fully built Project has met the performance standard, or until expiration of the Project's Development Agreement, whichever is earlier. The monitoring and reporting requirements for the TDM measures per the TDM Program's Standards shall continue for the Life of the Project, beyond the expiration of the Project's Development Agreement.

Compliance and TDM Plan Adjustments

If the vehicle trip monitoring data indicates that the Project has exceeded the maximums set forth in Table 1, additional TDM measures shall be selected and implemented to reduce the number of Project-generated vehicle trips to meet the maximum for that Development Phase. These measures could include expansion of measures already included in the Project's proposed TDM Plan (e.g., providing additional project shuttle routes to alternative destinations, increases in tailored transportation marketing services, etc.), other measures identified in the City's TDM Program Standards Appendix A (as such appendix may be amended by the Planning Department from time to time) that have not yet been included in the project's approved TDM Plan, or, at the Developer's discretion, other measures not included in the City's TDM Program Standards Appendix A that the City and the Developer agree are likely to reduce peak period driving trips.

Where additional TDM measures are required pursuant to the paragraph immediately above, the Developer shall have 30 months to demonstrate a reduction in vehicle trips to meet the performance standard. If the performance standard is not met within 30 months, the Developer shall submit to the Environmental Review Officer and the SFMTA a memorandum documenting proposed methods of enhancing the effectiveness of the TDM measures and/or additional feasible TDM measures that would be implemented by the Developer, along with annual monitoring of the Project-generated vehicle trips to demonstrate their effectiveness in meeting the performance standard. The comprehensive monitoring and reporting program related to Mitigation Measure M-TR-5 shall be terminated upon the earlier of (i) expiration of the Project's Development Agreement, or (ii) eight consecutive reporting periods showing that the fully built project has met the performance standard. However, compliance reporting for the City's TDM Program shall continue to be required.

If the additional TDM measures do not achieve the performance standard, then the Developer shall select additional measures to reduce vehicle trips, which may include on-site or off-site capital improvements intended to reduce

vehicle trips from the Project. Capital measures may include, but are not limited to, peak period or all-day transit-only lanes (e.g., along 22nd Street), turn pockets, bus bulbs, queue jumps, turn restrictions, pre-paid boarding pass machines, and/or boarding islands, or other measures that support sustainable trip making. The monitoring and reporting plan described above may be modified by the Planning Department in coordination with the SFMTA to account for transit route or transportation network changes, or major changes impacting the Project Site. The modification of the monitoring and reporting plan, however, shall not change the performance standards set forth herein.

Single Access Performance Standard/No PG&E Sub Area Scenario

The determination of the weekday pm peak hour vehicular traffic generated by the Project for purposes of evaluating adherence to the Single Access Performance Standard will follow the monitoring methods outlined herein. Based on the annual TDM Monitoring Report, as well as Pre-Occupancy and On-going Monitoring and Reporting requirements of this TDM Plan, the City shall determine whether the number of project-generated vehicles exceeds or will exceed the Single Access Performance Standard within that year. If the City determines the Single Access Performance Standard has been, or will be exceeded, Developer shall select and implement additional TDM measures and/or on-site or off-site capital improvements in order to reduce the number of Project-generated weekday pm peak hour vehicle trips to meet the Single Access Performance Standard. If the additional TDM measures and/or on-site or off-site capital improvements selected by the project sponsor are not sufficient to achieve the Single Access Performance Standard, then the project sponsor shall implement additional measures selected by the City to reduce vehicle trips, which may include on-site or off-site capital improvements intended to reduce vehicle trips from the project. Potential capital improvements could be the construction of Maryland Street between 23rd Street and 22nd Street (in the event that the Pier 70 Project does not construct the Maryland Street improvements connecting the Pier 70 and Potrero Power Station sites within the time period anticipated in the Pier 70 Project's EIR and Phasing Plan).

If the City requires installation of off-site improvements identified in the two year SFMTA Capital Improvement Program and/or identified as mitigation or improvement measures to which other development project(s) are to make a fair-share contribution, the City will enter into a fair-share agreement with the Developer to provide for reimbursement to Developer of its costs that exceed its fair-share contribution toward the improvement(s). The developer shall be responsible for the full cost of any on or off-site capital improvements that are not improvements identified in the SFMTA Capital Improvement Program and/or identified as mitigation or improvement measures to which other development project(s) are to make a fair-share contribution. Developer shall be responsible for obtaining any required approvals for any such on or off-site improvements, such as environmental clearance, street improvement permits, encroachment permits, and/or sidewalk legislation.

TDM Plan Update (Optional)

At any time after the approval of the Development Agreement, the Developer may propose an update to the TDM Plan by submitting a TDM Plan Update Application and associated application fee. The Planning Department shall ensure that the amended TDM Plan meets the TDM Program Standards that were in effect at the time that the Development Agreement was approved or the TDM Program Standards in effect at the time that the TDM Plan Update Application is filed, if elected by PPS. Possible reasons that the Developer may request to update the TDM Plan include altering the TDM measures within the TDM Plan or reducing or increasing the number of Accessory Parking spaces associated with the Project. The point values associated with TDM measures may be updated and new TDM measures may be added. If these updates have occurred, a TDM Coordinator can select from and use the associated point values of these updated or new measures for their TDM Plan Update.

APPENDIX A

Excerpts from Potrero Power Station TDM Application

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.

Land Use Category A (Retail)	
Gross Floor Area (GFA)	233,377
Occupied Floor Area (OFA)	233,377
Number of Accessory Parking Spaces	44
Target Points	25 (75% of 33)

Land Use Category B (Office)	
Gross Floor Area (GFA)	1,485,035
Occupied Floor Area (OFA)	1,485,035
Number of Accessory Parking Spaces	843
Target Points	24 (75% of 32)

Land Use Category C (Residential)	
Gross Floor Area (GFA)	2,682,427
Occupied Floor Area (OFA)	2,682,427
Number of Accessory Parking Spaces	1,609
Target Points	23 (75% of 31)

Land Use Category D (Other)	
Gross Floor Area (GFA)	45,040
Occupied Floor Area (OFA)	45,040
Number of Accessory Parking Spaces	0
Target Points	3

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	Ⓔ 1	Ⓔ 1	Ⓔ 1	○ —
	Improve Walking Conditions: Option B	1	Ⓔ	Ⓔ	Ⓔ	○ —
ACTIVE-2	Bicycle Parking: Option A; or	1	Ⓔ 1	Ⓔ 1	Ⓔ 1	Ⓔ 1
	Bicycle Parking: Option B; or	2	Ⓔ	Ⓔ	Ⓔ	Ⓔ
	Bicycle Parking: Option C; or	3	Ⓔ	Ⓔ	Ⓔ	Ⓔ
	Bicycle Parking: Option D	4	Ⓔ	Ⓔ	Ⓔ	○ —
ACTIVE-3	Showers and Lockers	1	Ⓔ 1	Ⓔ 1	⊘	Ⓔ 1
ACTIVE-4	Bike Share Membership: Location A; or	1	Ⓔ	Ⓔ	Ⓔ	○ —
	Bike Share Membership: Location B	2	Ⓛ	Ⓛ	Ⓛ	○ —
ACTIVE-5A	Bicycle Repair Station	1	Ⓔ 1	Ⓔ 1	Ⓔ 1	○ —
ACTIVE-5B	Bicycle Maintenance Services	1	Ⓔ	Ⓔ	Ⓔ	○ —
ACTIVE-6	Fleet of Bicycles	1	Ⓔ	Ⓔ	Ⓔ	○ —
ACTIVE-7	Bicycle Valet Parking	1	Ⓛ	⊘	⊘	○ —
CSHARE-1	Car-share Parking and Membership: Option A; or	1	Ⓟ 1	Ⓟ 1	Ⓟ 1	Ⓟ
	Car-share Parking and Membership: Option B; or	2	Ⓟ	Ⓟ	Ⓟ	Ⓟ
	Car-share Parking and Membership: Option C; or	3	Ⓟ	Ⓟ	Ⓟ	Ⓟ
	Car-share Parking and Membership: Option D; or	4	Ⓟ	Ⓟ	Ⓟ	○ —
	Car-share Parking and Membership: Option E	5	Ⓟ	Ⓟ	Ⓟ	○ —
DELIVERY-1	Delivery Supportive Amenities	1	Ⓔ	Ⓔ 1	Ⓔ 1	○ —
DELIVERY-2	Provide Delivery Services	1	Ⓛ	⊘	⊘	○ —
FAMILY-1	Family TDM Amenities: Option A; and/or	1	⊘	⊘	Ⓔ	⊘
	Family TDM Amenities: Option B	1	⊘	⊘	Ⓔ	⊘
FAMILY-2	On-site Childcare	2	Ⓔ 2	Ⓔ 2	Ⓔ 2	⊘
FAMILY-3	Family TDM Package	2	⊘	⊘	Ⓔ	⊘
HOV-1	Contributions or Incentives for Sustainable Transportation: Option A; or	2	Ⓔ	Ⓔ	Ⓔ	○ —
	Contributions or Incentives for Sustainable Transportation: Option B; or	4	Ⓔ	Ⓔ	Ⓔ	○ —
	Contributions or Incentives for Sustainable Transportation: Option C; or	6	Ⓔ	Ⓔ	Ⓔ	○ —
	Contributions or Incentives for Sustainable Transportation: Option D	8	Ⓔ	Ⓔ	Ⓔ	○ —
HOV-2	Shuttle Bus Service: Option A; or	7	Ⓛ 7	Ⓛ 7	Ⓛ 7	○ —
	Shuttle Bus Service: Option B	14	Ⓛ	Ⓛ	Ⓛ	○ —

Ⓔ = 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 catgory 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.

NOTE: Please tally the points on the next page.

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NOTE: A project sponsor can only receive up to 14 points between HOV-2 and HOV-3.

Category	Measure	Points	Land Use Category: A Retail	B Office	C Residential	D Other
HOV-3	Vanpool Program: Option A; or	1	(M)	(M)	⊘	○ —
	Vanpool Program: Option B; or	2	(P)	(P)	⊘	○ —
	Vanpool Program: Option C; or	3	(P)	(P)	⊘	○ —
	Vanpool Program: Option D; or	4	(P)	(P)	⊘	○ —
	Vanpool Program: Option E; or	5	(P)	(P)	⊘	○ —
	Vanpool Program: Option F; or	6	(P)	(P)	⊘	○ —
	Vanpool Program: Option G	7	(P)	(P)	⊘	○ —
INFO-1	Multimodal Wayfinding Signage	1	(M) 1	(M) 1	(M) 1	(M) 1
INFO-2	Real Time Transportation Information Displays	1	(M)	(M) 1	(M)	(M)
INFO-3	Tailored Transportation Marketing Services: Option A; or	1	(M)	(M)	(M) 1	○ —
	Tailored Transportation Marketing Services: Option B; or	2	(M)	(M) 2	(M)	○ —
	Tailored Transportation Marketing Services: Option C; or	3	(P) 3	(P)	(P)	○ —
	Tailored Transportation Marketing Services: Option D	4	(P)	(P)	(P)	○ —
LU-1	Healthy Food Retail in Underserved Area	2	(P)	⊘	⊘	⊘
LU-2	On-site Affordable Housing: Option A; or	1	⊘	⊘	(M)	⊘
	On-site Affordable Housing: Option B; or	2	⊘	⊘	(M) 2	⊘
	On-site Affordable Housing: Option C; or	3	⊘	⊘	(P)	⊘
	On-site Affordable Housing: Option D	4	⊘	⊘	(P)	⊘
PKG-1	Unbundle Parking: Location A; or	1	(P)(P)	(P)(P)	(P)(P)	○ —
	Unbundle Parking: Location B; or	2	(P)(P)	(P)(P)	(P)(P)	○ —
	Unbundle Parking: Location C; or	3	(P)(P)	(P)(P)	(P)(P) 3	○ —
	Unbundle Parking: Location D; or	4	(P)(P)	(P)(P)	(P)(P)	○ —
	Unbundle Parking: Location E	5	(P)(P) 5	(P)(P) 5	(P)(P)	○ —
PKG-2	Parking Pricing	2	(P) 2	(P)	⊘	○ —
PKG-3	Parking Cash Out: Non-residential Tenants	2	(P)	(P)	⊘	○ —
PKG-4	Parking Supply: Option A; or	1	(P)	(P)	(P)	(P)
	Parking Supply: Option B; or	2	(P)	(P)	(P) 2	(P)
	Parking Supply: Option C; or	3	(P)	(P)	(P)	(P)
	Parking Supply: Option D; or	4	(P)	(P)	(P)	○ —
	Parking Supply: Option E; or	5	(P)	(P)	(P)	○ —
	Parking Supply: Option F; or	6	(P)	(P)	(P)	○ —
	Parking Supply: Option G; or	7	(P)	(P)	(P)	○ —
	Parking Supply: Option H; or	8	(P)	(P)	(P)	○ —
	Parking Supply: Option I; or	9	(P)	(P)	(P)	○ —
	Parking Supply: Option J; or	10	(P)	(P)	(P)	○ —
	Parking Supply: Option K	11	(P)	(P)	(P)	○ —

(M) = applicable to land use category.
(P) = applicable to land use category, see fact sheets for further details regarding project size and/or location.
(P) = applicable to land use catgory 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:	14	15	14	2
Point Subtotal from Page 2:	11	9	9	1
Totals:	25	24	23	3

TP Schedule 2
EIR Mitigation Measure M-TR-5

Mitigation Measure M-TR-5: (*Dependent on approval of Proposed Project OR Project Variant)*

Proposed Project:

Mitigation Measure M-TR-5: Implement Measures to Reduce Transit Delay

Performance Standard. The project sponsor shall be responsible for implementing transportation demand management (TDM) measures to limit the number of project- generated vehicle trips during the p.m. peak hour to a maximum of 89 percent of the EIR- estimated values of each of the phases of project development (performance standard), as shown in the table below. The number of vehicle trips by phase to meet the above stated performance standard shall be included in the approved TDM Plan.

	Maximum P.M. Peak Hour Vehicle Trips	
Project Development Phase	Phase Total	Running Total
Phase 1	380	380
Phase 2	400	780
Phase 3	270	1,050
Phase 4	640	1,690
Phase 5	300	1,990
Phase 6	270	2,260

Monitoring and Reporting. Within one year of issuance of the project's first certificate of occupancy, the project sponsor shall retain a qualified transportation consultant approved by the SFMTA to begin monitoring daily and p.m. peak period (4 p.m. to 7 p.m.) vehicle trips in accordance with an SFMTA and San Francisco Planning Department agreed upon monitoring and reporting plan, which shall be included as a part of the approved TDM Plan. The vehicle data collection shall include counts of the number of vehicles entering and exiting the project site on internal streets at the site boundaries on 22nd, Illinois, and 23rd streets for three weekdays. The data for the three weekdays (Tuesday, Wednesday or Thursday) shall be averaged, and surveys shall be conducted within the same month annually. A document with the results of the annual vehicle counts shall be submitted to the Environmental Review Officer and the SFMTA for review within 30 days of the data collection, or with the project's annual TDM monitoring report as required by the TDM Plan (if the latter is preferable to Environmental Review Officer in consultation with the SFMTA).

The project sponsor shall begin submitting monitoring reports to the Planning Department 18 months following 75 percent occupancy of the first phase. Thereafter, annual monitoring reports shall be submitted (referred to as "reporting periods") until eight consecutive reporting periods show that the fully built project has met the performance standard, or until expiration of the project's development agreement, whichever is earlier.

If the City finds that the project exceeds the stated performance standard for any development phase, the project sponsor shall select and implement additional TDM measures in order to

reduce the number of project-generated vehicle trips to meet the performance standard for that development phase. These measures could include expansion of measures already included in the project's proposed TDM Plan (e.g., providing additional project shuttle routes to alternative destinations, increases in tailored transportation marketing services, etc.), other measures identified in the City's TDM Program Standards Appendix A (as such appendix may be amended by the Planning Department from time to time) that have not yet been included in the project's approved TDM Plan, or, at the project sponsor's discretion, other measures not included in the City's TDM Program Standards Appendix A that the City and the project sponsor agree are likely to reduce peak period driving trips.

For any development phase where additional TDM measures are required, the project sponsor shall have 30 months to demonstrate a reduction in vehicle trips to meet the performance standard. If the performance standard is not met within 30 months, the project sponsor shall submit to the Environmental Review Officer and the SFMTA a memorandum documenting proposed methods of enhancing the effectiveness of the TDM measures and/or additional feasible TDM measures that would be implemented by the project sponsor, along with annual monitoring of the project-generated vehicle trips to demonstrate their effectiveness in meeting the performance standard. The comprehensive monitoring and reporting program shall be terminated upon the earlier of (i) expiration of the project's development agreement, or (ii) eight consecutive reporting periods showing that the fully built project has met the performance standard. However, compliance reporting for the City's TDM Program shall continue to be required.

If the additional TDM measures do not achieve the performance standard, then the City shall impose additional measures to reduce vehicle trips as prescribed under the development agreement, which may include on-site or off-site capital improvements intended to reduce vehicle trips from the project. Capital measures may include, but are not limited to, peak period or all-day transit-only lanes (e.g., along 22nd Street), turn pockets, bus bulbs, queue jumps, turn restrictions, pre-paid boarding pass machines, and/or boarding islands, or other measures that support sustainable trip making.

The monitoring and reporting plan described above may be modified by the Environmental Review Officer in coordination with the SFMTA to account for transit route or transportation network changes, or major changes to the development program. The modification of the monitoring and reporting plan, however, shall not change the performance standard set forth in this mitigation measure.

Project Variant:

Mitigation Measure M-TR-5 (Variant): Implement Measures to Reduce Transit Delay

Performance Standard. The project sponsor shall be responsible for implementing transportation demand management (TDM) measures to limit the number of project- generated vehicle trips during the p.m. peak hour to a maximum of 89 percent of the EIR- estimated values of each of the phases of project development (performance standard), as shown in the table below. The number of vehicle trips by phase to meet the above stated performance standard shall be included in the approved TDM Plan.

Project Development Phase	Maximum P.M. Peak Hour Vehicle Trips			
	Project Variant		No PG&E Subarea Scenario	
	Phase Total	Running Total	Phase Total	Running Total
Phase 1	370	370	370	370
Phase 2	440	810	440	810
Phase 3	250	1,060	250	1,060
Phase 4	630	1,690	670	1,730
Phase 5	240	1,930	240	1,970
Phase 6	280	2,210	NA	NA

Monitoring and Reporting. Within one year of issuance of the project's first certificate of occupancy, the project sponsor shall retain a qualified transportation consultant approved by the SFMTA to begin monitoring daily and p.m. peak period (4 p.m. to 7 p.m.) vehicle trips in accordance with an SFMTA and San Francisco Planning Department agreed upon monitoring and reporting plan, which shall be included as a part of the approved TDM Plan. The vehicle data collection shall include counts of the number of vehicles entering and exiting the project site on internal streets at the site boundaries on 22nd, Illinois, and 23rd streets for three weekdays. The data for the three weekdays (Tuesday, Wednesday or Thursday) shall be averaged, and surveys shall be conducted within the same month annually. A document with the results of the annual vehicle counts shall be submitted to the Environmental Review Officer and the SFMTA for review within 30 days of the data collection, or with the project's annual TDM monitoring report as required by the TDM Plan (if the latter is preferable to Environmental Review Officer in consultation with the SFMTA).

The project sponsor shall begin submitting monitoring reports to the Planning Department 1 8months following 75 percent occupancy of the first phase. Thereafter, annual monitoring reports shall be submitted (referred to as "reporting periods") until eight consecutive reporting periods show that the fully built project has met the performance standard, or until expiration of the project's development agreement, whichever is earlier.

If the City finds that the project exceeds the stated performance standard for any development phase, the project sponsor shall select and implement additional TDM measures in order to reduce the number of project-generated vehicle trips to meet the performance standard for that development phase. These measures could include expansion of measures already included in the project's proposed TDM Plan (e.g., providing additional project shuttle routes to alternative destinations, increases in tailored transportation marketing services, etc.), other measures identified in the City's TDM Program Standards Appendix A (as such appendix may be amended by the Planning Department from time to time) that have not yet been included in the project's approved TDM Plan, or, at the project sponsor's discretion, other measures not included in the City's TDM Program Standards Appendix A that the City and the project sponsor agree are likely to reduce peak period driving trips.

For any development phase where additional TDM measures are required, the project sponsor shall have 30 months to demonstrate a reduction in vehicle trips to meet the performance

standard. If the performance standard is not met within 30 months, the project sponsor shall submit to the Environmental Review Officer and the SFMTA a memorandum documenting proposed methods of enhancing the effectiveness of the TDM measures and/or additional feasible TDM measures that would be implemented by the project sponsor, along with annual monitoring of the project-generated vehicle trips to demonstrate their effectiveness in meeting the performance standard. The comprehensive monitoring and reporting program shall be terminated upon the earlier of (i) expiration of the project's development agreement, or (ii) eight consecutive reporting periods showing that the fully built project has met the performance standard. However, compliance reporting for the City's TDM Program shall continue to be required.

If the additional TDM measures do not achieve the performance standard, then the City shall impose additional measures to reduce vehicle trips as prescribed under the development agreement, which may include on-site or off-site capital improvements intended to reduce vehicle trips from the project. Capital measures may include, but are not limited to, peak period or all-day transit-only lanes (e.g., along 22nd Street), turn pockets, bus bulbs, queue jumps, turn restrictions, pre-paid boarding pass machines, and/or boarding islands, or other measures that support sustainable trip making.

The monitoring and reporting plan described above may be modified by the Environmental Review Officer in coordination with the SFMTA to account for transit route or transportation network changes, or major changes to the development program. The modification of the monitoring and reporting plan, however, shall not change the performance standard set forth in this mitigation measure.

Exhibit J
MMRP

MITIGATION MONITORING AND REPORTING PROGRAM

Section 1: Contents of MMRP

This Mitigation Monitoring and Reporting Program (MMRP) for the Potrero Power Station Mixed Use Development project consists of two separate tables:

- **Table A**, Mitigation Measures Adopted as Conditions of Approval for the Proposed Project and Project Variant, and
- **Table B**, Improvement Measures Adopted as Conditions of Approval for the Proposed Project and Project Variant.

The tables provide the following information: the environmental issue areas for which mitigation or improvement measures are identified; the required measure(s); the timeframe for implementing, monitoring, and reporting on the measure(s); the responsible implementing, monitoring and reporting parties; and the actions needed to verify compliance/completion of the measure(s).

The Final EIR[1] for this project describes and analyzes two variations of the project at an equal level of detail — referred to as the "proposed project" and the "project variant." Therefore, Tables A and B serve as the MMRP for both the proposed project and project variant. Unless otherwise noted, all mitigation and improvement measures in Tables A and B apply to both the proposed project and project variant. In four measures in Table A only, the table distinguishes between measures that would be unique to the proposed project and project variant with distinct sub-titles.

Section 2: Implementation and Enforcement of Measures

This MMRP includes all mitigation measures identified in the Final EIR that would lessen the severity of significant adverse impacts and are required to be implemented as conditions of project approval. In addition, this MMRP includes improvement measures, which were identified in the Final EIR as feasible measures that would lessen the severity of less-than-significant impacts, and the project sponsor has agreed to implement all improvement measures as conditions of project approval.

The MMRP tables identify the mitigation schedule and the parties responsible for implementing, monitoring and reporting on the implementation of the measures, as listed in Tables A and B.

1 City and County of San Francisco, *Potrero Power Station Mixed-Use Development Project Final EIR*, San Francisco Planning Department Case No 2017-011878ENV, State Clearinghouse No 2017112005, December 11, 2019.

As the CEQA lead agency for the project, the City of San Francisco is principally responsible for MMRP monitoring and enforcement. In addition, as provided in CEQA Guidelines section 15097(a), the City may delegate MMRP monitoring responsibilities to other public agencies; either working with other local governments through their permitting or regulatory authorities, or through memoranda of understanding that the City enters into with other entities. Accordingly, the MMRP identifies specific departments within the City, including the San Francisco Municipal Transportation Agency (SFMTA), the San Francisco Public Utilities Commission (SFPUC), the San Francisco Department of Building Inspection, the San Francisco Public Works, the San Francisco Planning Department, the San Francisco Entertainment Commission, or other public agencies such as the San Francisco Bay Regional Water Quality Control Board, and the Bay Area Air Quality Management District (BAAQMD) where such delegation is known or anticipated.

If any mitigation and improvement measures are not implemented as required, the City may, in conjunction with other entities listed above, pursue corrective actions including, but not limited to, the following: (1) a written notification and request for compliance; (2) withholding of permits; (3) administrative fines; (4) a stop-work order; (5) criminal prosecution and/or administrative fines; (6) forfeiture of security bonds or other guarantees; and (7) revocation of permits or other entitlements.

Section 3: Changes to Mitigation Measures

Any substantive change in the MMRP made by City staff shall be reported in writing to the Environmental Review Officer (ERO). City staff may modify or substitute mitigation measures subject to one of the following findings, documented by substantial evidence:

a. The mitigation measure included in the Final EIR and the MMRP is no longer required because the significant environmental impact identified in the Final EIR has been found not to exist, or to occur at a level which makes the impact less than significant as a result of changes in the project, changes in conditions of the environment, or other factors.

OR

b. The modified or substitute mitigation measure either provides corrections to text without any substantive change in the intention or meaning of the original mitigation measure, or provides a level of environmental protection equal to or greater than that afforded by the mitigation measure included in the Final EIR and the MMRP, and

   The modified or substitute mitigation measures do not have significant adverse effects on the environment in addition to or greater than those which were considered by the relevant agencies in their decisions on the Final EIR and the proposed project or project variant; and

   The modified or substitute mitigation measures are feasible, and the City, through measures included in the MMRP or other City procedures, can ensure their implementation.

Documentation supporting the findings involving modifications to mitigation measures shall be maintained in the project file with the MMRP and shall be made available to the public upon request.

List of Abbreviations

ADRP	Archeological Data Recovery Program
AMP	Archeological Monitoring Program
ATP	Archeological Testing Program
BAAQMD	Bay Area Air Quality Management District
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
D for D	Design for Development
dBA	A-weighted decibel
ERO	Environmental Review Officer
HABS	Historic American Building Survey
HAER	Historic American Engineering Record
MMRP	Mitigation Monitoring and Reporting Program
MOU	Memorandum of Understanding
NA	Not Applicable
NAHC	Native American Heritage Commission
NOx	oxides of nitrogen
PDR	Production, Distribution and Repair
PPV	peak particle velocity
R&D	Research and Development
RMS	root mean square
ROG	reactive organic gases
SEL	sound exposure level
SFMTA	San Francisco Municipal Transportation Agency
SF Public Works	San Francisco Department of Public Works
SUD	Special Use District
TACs	toxic air contaminants
TDM	Transportation Demand Management
U.S. EPA	United States Environmental Protection Agency
µg/m³	microgram per cubic meter
VOC	volatile organic compounds

TABLE A
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.D Historic Architectural Resources				
Mitigation Measure M-CR-5a: Documentation Before any demolition or rehabilitation activities within the project site, the project sponsor shall retain a professional who meets the Secretary of the Interior's Professional Qualification Standards for Architectural History to prepare written and photographic documentation of Station A, the Compressor House, the Meter House, the Gate House, the Boiler Stack, and Unit 3. The documentation shall be prepared based on the National Park Service's Historic American Building Survey (HABS)/Historic American Engineering Record (HAER) Historical Report Guidelines. The HABS/HAER package shall jointly document the Third Street Industrial District contributors and individually eligible resources to be demolished or otherwise adversely affected. This type of documentation is based on a combination of both HABS/HAER standards and National Park Service's policy for photographic documentation, as outlined in the National Register and National Historic Landmarks Survey Photo Policy Expansion. The documentation shall be scoped and approved by Planning Department Preservation staff and will include the following: • *Measured Drawings:* A set of measured drawings that depict the existing size, scale, and dimension of Station A, the Compressor House, the Meter House, the Gate House, and the Unit 3 Power Block. Planning Department Preservation staff will accept the original architectural drawings or an as-built set of architectural drawings (plan, section, elevation, etc.). Planning Department Preservation staff will assist the consultant in determining the appropriate level of measured drawings; *HABS-Level Photography:* Either HABS standard large-format or digital photography shall be used. The scope of the photographs shall be reviewed by Planning Department Preservation staff for concurrence. All digital photography shall be conducted according to the latest National Park Service standards. The photography shall be undertaken by a qualified professional with demonstrated experience in HABS photography. Photograph views for the dataset shall include (a) contextual views; (b) views of each side of each building and interior views; (c) oblique views of the buildings; and (d) detail views of character-defining features, including features on the interior. All views shall be referenced on a photographic key. This photographic key shall be on a map of the property and shall show the photograph number with an arrow to indicate the direction of the view. Historical photographs shall also be collected, reproduced, and included in the dataset; and • *HABS Historical Report:* A written historical narrative and report, per HABS Historical Report Guidelines. • *Print-On-Demand Book* A Print On Demand softcover book will be produced that includes the content of the HABS historical report, historical photographs, HABS-level photography, measured drawings and field notes. The project sponsor shall transmit such documentation to the San Francisco Planning Department, the Port of San Francisco, and to repositories including the History Room of the San Francisco	Project sponsor and qualified historic preservation 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)	Prior to the issuance of a site permit, demolition permit, or any other permit from the Department of Building Inspection in connection with Station A, the Compressor House, the Meter House, the Gate House, the Boiler Stack, and Unit 3	Planning Department Preservation Technical Specialist to review and approve HABS/ HAER documentation	Considered complete upon submittal of final HABS/HAER documentation to the Preservation Technical Specialist and determination from the Preservation Technical Specialist that documentation is complete

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.D Historic Architectural Resources (cont.)				
Public Library, San Francisco Heritage, Internet Archive, the California Historical Society, the Potrero Hill Archives Project, and the Northwest Information Center of the California Historical Information Resource System. All documentation will be reviewed and approved by the San Francisco Planning Department's Preservation staff prior to granting any demolition or site permit.				
Mitigation Measure M-CR-5b: Video Recordation Prior to any demolition or substantial alteration of an individual historical resource or contributor to a historic district on the project site, the project sponsor shall retain a qualified professional to undertake video documentation of the affected historical resource and its setting. The documentation shall be conducted by a professional videographer with experience recording architectural resources. The professional videographer shall provide a storyboard of the proposed video recordation for review and approval by Planning Department preservation staff. 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 include as much information as possible—using visuals in combination with narration—about the materials, construction methods, current condition, historical use, and historic context of the historic resources. Archival copies of the video documentation shall be submitted to the Planning Department, and to repositories including: the San Francisco Planning Department, the Port of San Francisco, the San Francisco Public Library, San Francisco Heritage, Prelinger Archives, the California Historical Society, the Potrero Hill Archives Project, and the Northwest Information Center of the California Historical Information Resource System. 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 sponsor, professional videographer, and qualified narrator 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)	Prior to the issuance of a site permit, demolition permit, or any other permit from the Department of Building Inspection in connection with Station A, the Compressor House, the Meter House, the Gate House, the Boiler Stack, and Unit 3, or other contributor to a historic district	Planning Department Preservation Technical Specialist	Considered complete upon submittal of final video documentation to the Preservation Technical Specialist and determination from the Preservation Technical Specialist that documentation is complete
Mitigation Measure M-CR-5c: Public Interpretation and Salvage Prior to any demolition or rehabilitation activities that would remove character-defining features of an individual historical resource or contributor to a historic district on the project site, the project sponsor shall consult with planning department preservation staff as to whether any such features may be salvaged, in whole or in part, during demolition/alteration. The project sponsor shall make a good faith effort to salvage materials of historical interest to be utilized as part of the interpretative program. This could include reuse of the Greek Revival façade of the Machine Shop Office, Gate House or a portion of the Unit 3 Power Block. Following any demolition or rehabilitation activities within the project site, the project sponsor shall provide within publicly accessible areas of the project site a permanent display(s) of interpretive materials concerning the history and architectural features of the individual historical resources	Project sponsor, qualified architectural historian or historian who meets the Secretary of the *Interior's Professional Qualification Standards*, and an exhibit designer or landscape architect with historical interpretation design experience.	Adequacy of collection confirmed by the Planning Department Preservation Technical Specialist prior to demolition or rehabilitation activities. Interpretative display to be installed prior to the issuance of a Certificate of Occupancy	Planning Department Preservation Technical Specialist to review and approve salvaged material and interpretive display	Considered complete upon installation of display

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.D Historic Architectural Resources (cont.)				
and Third Street Industrial District. The content of the interpretive display(s) shall be coordinated and consistent with the site-wide interpretive plan prepared in coordination with planning department preservation staff, and may include the display of salvaged features recovered through the process described above. The specific location, media, and other characteristics of such interpretive display(s) shall be presented to planning department preservation staff for review prior to any demolition or removal activities. The historic interpretation plan shall be prepared in coordination with an architectural historian or historian who meets the Secretary of the Interior's Professional Qualification Standards and an exhibit designer or landscape architect with historical interpretation design experience. As feasible, coordination with local artists should occur. Interpretive display(s) shall document both the Third Street Industrial District and individually eligible resources to be demolished or rehabilitated. The interpretative program should also coordinate with other interpretative displays currently proposed along the Bay, specifically at Pier 70, those along the Blue Greenway, and others in the general vicinity. The interpretative plan should also explore contributing to digital platforms that are publicly accessible. A proposal describing the general parameters of the interpretive program shall be approved by planning department preservation staff prior to issuance of a site permit. The substance, media and other elements of such interpretive display shall be approved by planning department preservation staff prior to issuance of a Temporary Certificate of Occupancy.				
Mitigation Measure M-CR-5d: Rehabilitation of the Boiler Stack Prior to the issuing of building permits associated with modifications to the exterior of the Boiler Stack, planning department preservation staff shall review the proposed design and confirm that it conforms to the Secretary of the Interior's Standards for Rehabilitation and the Design for Development standards and guidelines.	Project sponsor and qualified architectural historian who meets the *Secretary of Interior's Professional Qualification Standards* (36 Code of Federal Regulations Part 61	Prior to the issuance of a site permit, demolition permit, or any other permit from the Department of Building Inspection in connection with the Boiler Stack	Planning Department Preservation Technical Specialist to review and approve design	Considered complete upon design approval from the Preservation Technical Specialist
Mitigation Measure M-CR-5e: (*Dependent on approval of Proposed Project OR Project Variant)* ***Proposed Project*** **Mitigation Measure M-CR-5e: Historic Preservation Plan and Review Process for Alteration of the Boiler Stack** Prior to the approval of the first building permit for construction of Phase 1, a historic preservation plan establishing protective measures shall be prepared and implemented to aid in preserving and protecting the Boiler Stack, which would be retained as part of the project. The historic preservation plan shall be prepared by a qualified architectural historian who meets the Secretary of Interior's Professional Qualification Standards (36 Code of Federal Regulations Part 61). The plan shall establish measures to protect the	Project sponsor and a qualified architectural historian who meets the *Secretary of Interior's Professional Qualification Standards* (36 Code of Federal Regulations Part 61	Construction specifications to be developed prior to the issuance of a site permit, demolition permit, or any other permit from the Department of Building Inspection in connection with the Boiler Stack	Planning Department Preservation Technical Specialist to review and approve preservation and protection plan, specifications, monitoring schedule, and other supporting documents	Considered complete upon acceptance by Planning Department of construction specifications to avoid damage to the Boiler Stack

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.D Historic Architectural Resources (cont.)				
retained character-defining features during construction of the project, such as avoiding construction equipment inadvertently coming in contact with the Boiler Stack, to minimize construction-related damage to the Boiler Stack, and to ensure that any such damage is documented and repaired. If deemed necessary upon further condition assessment of the resource, the plan shall include stabilization of the Boiler Stack prior to construction to prevent deterioration or damage. Where pile driving and other construction activities involving the use of heavy equipment would occur in proximity to the Boiler Stack, the project sponsor shall undertake a vibration monitoring program as described in Mitigation Measure M-NO-4a, including establishing a maximum vibration level that shall not be exceeded based on existing conditions, character-defining features, soils conditions, and anticipated construction practices in use at the time. The project sponsor shall ensure that the contractor follows these plans. The preservation and protection plan, specifications, monitoring schedule, and other supporting documents shall be incorporated into the building or site permit application plan sets. The documentation shall be reviewed and approved by Planning Department Preservation staff.				
Project Variant	Project sponsor and a qualified architectural historian who meets the *Secretary of Interior's Professional Qualification Standards* (36 Code of Federal Regulations Part 61	Construction specifications to be developed prior to the issuance of a site permit, demolition permit, or any other permit from the Department of Building Inspection in connection with Station A and the Boiler Stack	Planning Department Preservation Technical Specialist to review and approve preservation and protection plan, specifications, monitoring schedule, and other supporting documents	Considered complete upon acceptance by Planning Department of construction specifications to avoid damage to Station A and the Boiler Stack
Mitigation Measure M-CR-5e (Variant): Historic Preservation Plan and Review Process for Alteration of Station A and the Boiler Stack Prior to the approval of the first building permit for construction of Phase 1, a historic preservation plan establishing protective measures shall be prepared and implemented to aid in preserving and protecting portions of Station A and the Boiler Stack, which would be retained as part of the project. The historic preservation plan shall be prepared by a qualified architectural historian who meets the Secretary of Interior's Professional Qualification Standards (36 Code of Federal Regulations Part 61). The plan shall establish measures to protect the retained character-defining features during construction of the project, such as avoiding construction equipment inadvertently coming in contact with Station A and the Boiler Stack, to minimize construction-related damage to Station A and the Boiler Stack, and to ensure that any such damage is documented and repaired. If deemed necessary upon further condition assessment of the resource, the plan shall include stabilization of Station A and the Boiler Stack prior to construction to prevent deterioration or damage. Where pile driving and other construction activities involving the use of heavy equipment would occur in proximity to Station A and the Boiler Stack, the project sponsor shall undertake a vibration monitoring program as described in Mitigation Measure M-NO-4a, including establishing a maximum vibration level that shall not be exceeded based on existing conditions, character-defining features, soils conditions, and anticipated construction practices in use at the time. The project sponsor shall ensure that the contractor follows these plans. The preservation and protection plan, specifications, monitoring schedule, and other supporting documents shall be incorporated into the building or site permit application plan sets. The documentation shall be reviewed and approved by Planning Department Preservation staff.				

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

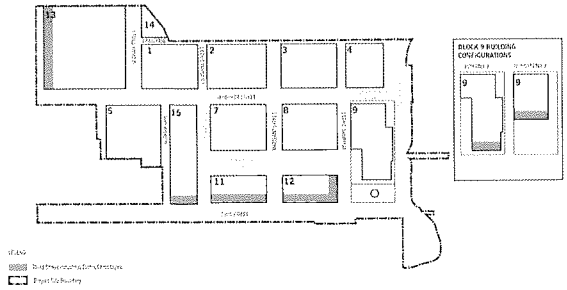
Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.D Historic Architectural Resources (cont.)				
Mitigation Measure M-CR-6: Design Controls for New Construction The Special Use District (SUD) and Design for Development (D for D) shall contain design standards and guidelines that ensure that new construction and site development within the SUD shall be compatible with the character of the Third Street Industrial District. Beyond the site-wide standards and guidelines developed for open space, buildings, and streetscapes in the D for D, the D for D shall contain design controls for the Third Street Industrial District, as outlined below (see site-wide design controls below). Additional design standards shall apply to the western façades of new buildings fronting Illinois Street, the southern façades of new buildings fronting 23rd Street, and the eastern and/or southern façades of new buildings fronting the Boiler Stack (see block and frontage-specific design controls below and **Figure M-CR-6, Site Frontages Subject to Design Controls**). These façades would all face contributors to the Third Street Industrial District. The additional design standards that shall apply specifically to those frontages are included below.  **Figure M-CR-6** Site Frontages Subject to Design Controls These design controls in the D for D shall be compatible with the Secretary of the Interior Standards for Rehabilitation, Standard 9. Standard 9 states that new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the integrity of the historic district and its environment.	Project sponsor and a qualified architectural historian	Review of new construction plans prior to the issuance of building permits	Planning Department and Planning Department staff and Preservation Technical Specialist to review and approve design	Considered complete upon design approval from the Planning Department Preservation staff

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.D Historic Architectural Resources (cont.)				
Review Process				
New construction in the Special Use District will be subject to administrative design review prior to the issuing of building permits. Planning staff along with Preservation staff will review new projects to ensure compatibility with the Third Street Industrial District as determined in the above standards and guidelines and identified in the D for D.				
The D for D shall contain the following Third Street Industrial District Frontage Design Controls:				
• *Block and Frontage-Specific Design Controls Ground Floor Height for Blocks 11, 12, and 13: For Ground Floor of Blocks 11 and 12 facing 23rd Street Sugar Warehouses and Block 13 facing American Industrial Center all ground floor spaces shall have a minimum floor-to-floor height of 15 feet as measured from grade.*				
• *Height + Massing along 23rd and Illinois street frontages. In order for 23rd and Illinois streets to appear balanced on either side, new construction shall respect existing heights of contributors to the Third Street Industrial District by referencing their heights with an upper level 10-foot setback at approximately 65 feet.*				
• *Awnings on Blocks 10, 11, 12, and 13. An awning shall be provided on the southern facades of Blocks 10, 11, and 12 that face 23rd Street at a height of 15 to 25 feet above sidewalk grade to reference the industrial awning at the westernmost Sugar Refinery Warehouse. Awnings at this location may project up to 15 feet into the public realm. Should the southern façade of Station A be retained, an awning on Block 10 would not be required. For Block 13 frontages facing Illinois Street, canopies and awnings should only be located at the retail land use at the corner of Illinois and 22nd streets.*				
The character, design and materials used for such awnings shall be industrial in character and design, suggestions are the following:				
– They should be flat or pitched, and should not be arched. The functional supporting structure and/or tieback rods should be clearly read [i.e., remain apparent to the observer].				
– Materials used for canopies and awnings should be utilitarian. Suggested materials include wood, standing seam or louvered metal panels, and corrugated metal.				
• *Openings along 23rd and Illinois street frontages.* To the extent allowed by the Department of Public Health, large doors, such as sliding or roll-up doors that facilitate the movement of people, equipment, and goods in and out of the ground floor of new construction on Blocks 10-13 shall be incorporated along 23rd Street and Illinois Street.				
• *Special Corners on Block 12.* To frame the view of the iconic Boiler Stack, the northeast corner of Block 12 should include the use of high quality materials, such as brick, concrete, copper, steel, glass, and wood, and in addition shall include:				

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.D Historic Architectural Resources (cont.)				
– Volumetric shaping of the area of a building within 15-feet of the northeastern corner of Block 12 with architectural treatments including but not limited to chamfers, round edges, setbacks, and/or protrusions to highlight views or relate to the shape of the Boiler Stack from the public realm.				
• *Special Corners Block 9 without Unit 3.* To create an open and inviting entrance to Waterfront Park and Stack Plaza from Delaware Street and Power Station Park, the southwest corner of Block 9 without Unit 3 should use high-quality materials, such as brick, concrete, copper, steel, glass, and wood, and in addition shall include:				
– Volumetric shaping of any building in the area within 15-feet of the southwest corner of Block 9 with architectural treatments including but not limited to chamfers, round edges, setbacks, and/or protrusions to highlight views or relate to the shape of the Boiler Stack from the public realm.				
• *Block 9 without Unit 3.* For deference to the historic Stack, and to create more physical space between the Stack and new construction, the building of Block 9 without Unit 3 shall be designed such that the overall bulk is reduced by at least 10 percent from the maximum permitted floor area, with a focus along the southern façade of the new building, facing the Stack. A potential distribution of bulk reduction, for example, could result in an 8 percent reduction along the southern façade with a 2 percent reduction elsewhere.				
The building should interact meaningfully with the Boiler Stack, such as referencing the existing relationship between it and Unit 3 (i.e., the simple, iconic form of the Boiler Stack in contrast to the highly complex, detailed form of the Unit 3 Power Block). Retain the existing exhaust infrastructure connecting the Unit 3 Power Block with the Boiler Stack and incorporating it into the new structure as feasible. Consider preserving other elements of the Unit 3 Power Block, such as portions of the steel gridded frame structure, in new construction.				
• *Architectural Features on Blocks 10, 11, 12, and 13.* Regularly-spaced structural bays should be expressed on the exterior of the lower massing through the use of rectangular columns or pilasters, which reference the rhythm of loading docks on the Western Sugar Refinery Warehouses and American Industrial Center. Bay widths shall be no larger than 30 feet on center.				
Architectural features such as cornice lines, belt courses, architectural trim, or change in materiality or color should be incorporated into the building design to reference heights and massing of the Western Sugar Refinery Warehouses on 23rd Street and American Industrial Center on Illinois Street at areas of the façade that are not required to be set back.				
• *Third Street District Fenestration.* Operable windows shall be single or double hung wood sash, or awning, pivot, or other industrial style steel or aluminum fenestration. Casement windows shall be avoided at lower building massing. Divided lite windows are appropriate.				
Ground level glazing shall incorporate transom windows if not utilizing roll up or full height sliding doors.				

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.D Historic Architectural Resources (cont.)				
Upper level glazing shall consist of regular repeated punched openings with divided lites. Punched openings shall be rectangular in proportion; an exception is the use of segmentally arched openings if the building material is brick.				
• *Third Street District Building Rooftops.* Rooftops shall reflect the historic industrial character of the district and include flat, monitor, or shallow shed roofs. Gable or hipped roofs shall be avoided as primary features.				
The D for D shall contain the following Site Wide Design Controls:				
• *Recommended Materials.* Recommended materials should be incorporated into building design. Recommended materials include brick, concrete, copper, steel, glass, smooth stucco and wood. Avoid using veneer masonry panels except as described in the Depth of Façade, below. Avoid using smooth, flat, or minimally detailed glass curtain walls; highly reflective glass; coarse-sand finished stucco as a primary siding material; bamboo wood siding as a primary siding material; laminated timber panels; or black and dark materials should not be used as a predominate material. Where metal is used, selection should favor metals with naturally occurring patina such as copper, steel, or zinc. Metals should be matte in finish. Where shiny materials are used, they should be accent elements rather than dominant materials, and are generally not encouraged.				
• *Depth of Façade.* The façade should be designed to create a sense of durability and substantiality, and to avoid a thin or veneer-like appearance. Full brick or masonry is a preferred material. If thin brick or masonry or panel systems are used, these materials should read as having a volumetric legibility that is appropriate to their thickness. For example, masonry should turn the corner at a depth that is consistent with the typical depth of a brick.				
Windows and other openings are an opportunity to reinforce the volumetric legibility of the façade, with an appropriate depth that relates to the material selected. For example, the depth of the building frame to the glazing should be sufficiently deep to convey a substantial exterior wall, and materials should turn the corner into a window reveal.				
• *Quality and Durability.* Exterior finishes should have the qualities of permanence and durability found in similar contextual building materials used on neighboring sites and in the Central Waterfront. Materials should be low-maintenance, well suited to the specific maritime microclimate of the neighborhood, and able to naturally weather over time without extensive maintenance and upkeep. Materials characteristic of the surrounding context, such as brick, concrete, stone, wood, and glass, and, are envisioned on site and are good candidates to meet durability needs.				
The D for D shall contain the following Street and Open Spaces Design Controls:				
• *Stack Plaza.* No more than one-third of the area within 45 feet of the Boiler Stack shall be planted. Paving and hardscape elements shall incorporate industrial elements and materials into the design. Design elements should use simple geometric forms, regular or repeating paving patterns and utilitarian materials such as simple masonry pavers or salvaged masonry units if feasible and safe for public use.				

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.D Historic Architectural Resources (cont.)				
Stack Plaza design elements, such as planters and native planting, should be kept low to the ground to complement and not distract from the Boiler Stack. Surfaces should not be designed with elaborately applied patterns. Any patterning should be the pragmatic result of the use of unit pavers or concrete score joints.				
• *23rd Street Streetscape.* The streetscape design of 23rd Street should balance the historic utilitarian character of the Third Street Industrial District with welcoming design gestures for this important entrance to the Potrero Power Station development. To that end, the following guidelines shall be followed:				
– Landscape elements should feel additive to the industrial streetscape. Examples include potted or otherwise designed raised beds of plants and trees that are placed onto paved surfaces; small tree wells within paved surfaces; green walls; and raised or lowered beds edged with industrial materials such as brick, low granite curbs, or steel.				
– Tree planting locations should be irregularly spaced or placed in small groupings along the street, in contrast with standard Better Street Plan requirements, in order to provide better compatibility with the historic district.				
– A tree and vegetation palette should be used that does not detract from the industrial character. Green walls, planter boxes, and vegetation should be considered rather than trees for storm water management.				
– Public art installations, such as murals, are encouraged.				
• *Transit Bus Shelter.* The bus shelter should be utilitarian in materiality and design to reflect the industrial nature of the nearby Western Sugar Refinery Warehouse buildings. The bus shelter shall be coordinated with the building design on Block 12.				
23rd Street and Illinois Paving. Sidewalk paving at 23rd Street and Illinois Street should be more industrial in character compared to sidewalk paving at other portions of the site. Consider varying sidewalk concrete score joint patterns or pavers from block to block. Design must be reviewed and approved by San Francisco Public Works and San Francisco Municipal Transportation Agency as part of the Street Improvement Plans.				
• *23rd Street Transit Island Paving.* Pavement at the transit boarding island should incorporate concrete or stone pavers or enhanced cast-in-place concrete with smaller scale joint patterns for a more refined appearance. Integral color and decorative aggregates may be selected for aesthetic quality and shall meet accessible design requirements for slip-resistance. Design must be reviewed and approved by San Francisco Public Works and San Francisco Municipal Transportation Agency as part of the Street Improvement Plans.				
• *Signage.* Tenant signage facing contributing buildings to the Third Street Industrial District should be utilitarian in design and materiality to reflect the adjacent historic resources and strengthen the 23rd Street streetscape. Backlit signage should be avoided.				

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.E Transportation and Circulation				
Mitigation Measure M-TR-5: (*Dependent on approval of Proposed Project OR Project Variant*) ***Proposed Project:*** **Mitigation Measure M-TR-5: Implement Measures to Reduce Transit Delay** ***Performance Standard.*** The project sponsor shall be responsible for implementing transportation demand management (TDM) measures to limit the number of project-generated vehicle trips during the p.m. peak hour to a maximum of 89 percent of the EIR-estimated values of each of the phases of project development (performance standard), as shown in the table below. The number of vehicle trips by phase to meet the above stated performance standard shall be included in the approved TDM Plan. ***Monitoring and Reporting.*** Within one year of issuance of the project's first certificate of occupancy, the project sponsor shall retain a qualified transportation consultant approved by the SFMTA to begin monitoring daily and p.m. peak period (4 p.m. to 7 p.m.) vehicle trips in accordance with an SFMTA and San Francisco Planning Department agreed upon monitoring and reporting plan, which shall be included as a part of the approved TDM Plan. The vehicle data collection shall include counts of the number of vehicles entering and exiting the project site on internal streets at the site boundaries on 22nd, Illinois, and 23rd streets for three weekdays. The data for the three weekdays (Tuesday, Wednesday or Thursday) shall be averaged, and surveys shall be conducted within the same month annually. A document with the results of the annual vehicle counts shall be submitted to the Environmental Review Officer and the SFMTA for review within 30 days of the data collection, or with the project's annual TDM monitoring report as required by the TDM Plan (if the latter is preferable to Environmental Review Officer in consultation with the SFMTA).	Project sponsor, a qualified transportation consultant approved by the SFMTA	Within one year of issuance of the project's first certificate of occupancy: the first monitoring of daily and p.m. peak period (4 p.m. to 7 p.m.) vehicle trips in accordance with an SFMTA and San Francisco Planning Department agreed upon monitoring and reporting plan. Ongoing: A document with the results of the annual vehicle counts shall be submitted to the Environmental Review Officer and the SFMTA for review within 30 days of the data collection, or with the project's annual TDM monitoring report as required by the TDM Plan (if the latter is preferable to ERO in consultation with the SFMTA).	Planning Department staff and SFMTA	Considered complete when eight consecutive reporting periods show that the fully built project has met the performance standard, or until expiration of the project's development agreement, whichever is earlier.

Project Development Phase	Maximum P.M. Peak Hour Vehicle Trips	
	Phase Total	Running Total
Phase 1	380	380
Phase 2	400	780
Phase 3	270	1,050
Phase 4	640	1,690
Phase 5	300	1,990
Phase 6	270	2,260

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.E Transportation and Circulation (cont.)				
The project sponsor shall begin submitting monitoring reports to the Planning Department 18 months following 75 percent occupancy of the first phase. Thereafter, annual monitoring reports shall be submitted (referred to as "reporting periods") until eight consecutive reporting periods show that the fully built project has met the performance standard, or until expiration of the project's development agreement, whichever is earlier. If the City finds that the project exceeds the stated performance standard for any development phase, the project sponsor shall select and implement additional TDM measures in order to reduce the number of project-generated vehicle trips to meet the performance standard for that development phase. These measures could include expansion of measures already included in the project's proposed TDM Plan (e.g., providing additional project shuttle routes to alternative destinations, increases in tailored transportation marketing services, etc.), other measures identified in the City's TDM Program Standards Appendix A (as such appendix may be amended by the Planning Department from time to time) that have not yet been included in the project's approved TDM Plan, or, at the project sponsor's discretion, other measures not included in the City's TDM Program Standards Appendix A that the City and the project sponsor agree are likely to reduce peak period driving trips. For any development phase where additional TDM measures are required, the project sponsor shall have 30 months to demonstrate a reduction in vehicle trips to meet the performance standard. If the performance standard is not met within 30 months, the project sponsor shall submit to the Environmental Review Officer and the SFMTA a memorandum documenting proposed methods of enhancing the effectiveness of the TDM measures and/or additional feasible TDM measures that would be implemented by the project sponsor, along with annual monitoring of the project-generated vehicle trips to demonstrate their effectiveness in meeting the performance standard. The comprehensive monitoring and reporting program shall be terminated upon the earlier of (i) expiration of the project's development agreement, or (ii) eight consecutive reporting periods showing that the fully built project has met the performance standard. However, compliance reporting for the City's TDM Program shall continue to be required. If the additional TDM measures do not achieve the performance standard, then the City shall impose additional measures to reduce vehicle trips as prescribed under the development agreement, which may include on-site or off-site capital improvements intended to reduce vehicle trips from the project. Capital measures may include, but are not limited to, peak period or all-day transit-only lanes (e.g., along 22nd Street), turn pockets, bus bulbs, queue jumps, turn restrictions, pre-paid boarding pass machines, and/or boarding islands, or other measures that support sustainable trip making. The monitoring and reporting plan described above may be modified by the Environmental Review Officer in coordination with the SFMTA to account for transit route or transportation network changes, or major changes to the development program. The modification of the monitoring and reporting plan, however, shall not change the performance standard set forth in this mitigation measure.				

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.E Transportation and Circulation (cont.)				
Project Variant: **Mitigation Measure M-TR-5 (Variant): Implement Measures to Reduce Transit Delay** ***Performance Standard.*** The project sponsor shall be responsible for implementing transportation demand management (TDM) measures to limit the number of project-generated vehicle trips during the p.m. peak hour to a maximum of 89 percent of the EIR-estimated values of each of the phases of project development (performance standard), as shown in the table below. The number of vehicle trips by phase to meet the above stated performance standard shall be included in the approved TDM Plan. ***Monitoring and Reporting.*** Within one year of issuance of the project's first certificate of occupancy, the project sponsor shall retain a qualified transportation consultant approved by the SFMTA to begin monitoring daily and p.m. peak period (4 p.m. to 7 p.m.) vehicle trips in accordance with an SFMTA and San Francisco Planning Department agreed upon monitoring and reporting plan, which shall be included as a part of the approved TDM Plan. The vehicle data collection shall include counts of the number of vehicles entering and exiting the project site on internal streets at the site boundaries on 22nd, Illinois, and 23rd streets for three weekdays. The data for the three weekdays (Tuesday, Wednesday or Thursday) shall be averaged, and surveys shall be conducted within the same month annually. A document with the results of the annual vehicle counts shall be submitted to the Environmental Review Officer and the SFMTA for review within 30 days of the data collection, or with the project's annual TDM monitoring report as required by the TDM Plan (if the latter is preferable to Environmental Review Officer in consultation with the SFMTA).	Project sponsor, a qualified transportation consultant approved by the SFMTA	Within one year of issuance of the project's first certificate of occupancy: the first monitoring of daily and p.m. peak period (4 p.m. to 7 p.m.) vehicle trips in accordance with an SFMTA and San Francisco Planning Department agreed upon monitoring and reporting plan. Ongoing: A document with the results of the annual vehicle counts shall be submitted to the Environmental Review Officer and the SFMTA for review within 30 days of the data collection, or with the project's annual TDM monitoring report as required by the TDM Plan (if the latter is preferable to ERO in consultation with the SFMTA).	Planning Department staff and SFMTA	Considered complete when eight consecutive reporting periods show that the fully built project has met the performance standard, or until expiration of the project's development agreement, whichever is earlier.

Project Development Phase	Maximum P.M. Peak Hour Vehicle Trips			
	Project Variant		No PG&E Subarea Scenario	
	Phase Total	Running Total	Phase Total	Running Total
Phase 1	370	370	370	370
Phase 2	440	810	440	810
Phase 3	250	1,060	250	1,060
Phase 4	630	1,690	670	1,730
Phase 5	240	1,930	240	1,970
Phase 6	280	2,210	NA	NA

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.E Transportation and Circulation (cont.)				
The project sponsor shall begin submitting monitoring reports to the Planning Department 18 months following 75 percent occupancy of the first phase. Thereafter, annual monitoring reports shall be submitted (referred to as "reporting periods") until eight consecutive reporting periods show that the fully built project has met the performance standard, or until expiration of the project's development agreement, whichever is earlier. If the City finds that the project exceeds the stated performance standard for any development phase, the project sponsor shall select and implement additional TDM measures in order to reduce the number of project-generated vehicle trips to meet the performance standard for that development phase. These measures could include expansion of measures already included in the project's proposed TDM Plan (e.g., providing additional project shuttle routes to alternative destinations, increases in tailored transportation marketing services, etc.), other measures identified in the City's TDM Program Standards Appendix A (as such appendix may be amended by the Planning Department from time to time) that have not yet been included in the project's approved TDM Plan, or, at the project sponsor's discretion, other measures not included in the City's TDM Program Standards Appendix A that the City and the project sponsor agree are likely to reduce peak period driving trips. For any development phase where additional TDM measures are required, the project sponsor shall have 30 months to demonstrate a reduction in vehicle trips to meet the performance standard. If the performance standard is not met within 30 months, the project sponsor shall submit to the Environmental Review Officer and the SFMTA a memorandum documenting proposed methods of enhancing the effectiveness of the TDM measures and/or additional feasible TDM measures that would be implemented by the project sponsor, along with annual monitoring of the project-generated vehicle trips to demonstrate their effectiveness in meeting the performance standard. The comprehensive monitoring and reporting program shall be terminated upon the earlier of (i) expiration of the project's development agreement, or (ii) eight consecutive reporting periods showing that the fully built project has met the performance standard. However, compliance reporting for the City's TDM Program shall continue to be required. If the additional TDM measures do not achieve the performance standard, then the City shall impose additional measures to reduce vehicle trips as prescribed under the development agreement, which may include on-site or off-site capital improvements intended to reduce vehicle trips from the project. Capital measures may include, but are not limited to, peak period or all-day transit-only lanes (e.g., along 22nd Street), turn pockets, bus bulbs, queue jumps, turn restrictions, pre-paid boarding pass machines, and/or boarding islands, or other measures that support sustainable trip making. The monitoring and reporting plan described above may be modified by the Environmental Review Officer in coordination with the SFMTA to account for transit route or transportation network changes, or major changes to the development program. The modification of the monitoring and reporting plan, however, shall not change the performance standard set forth in this mitigation measure.				

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.E Transportation and Circulation (cont.)				
Mitigation Measure M-TR-7: Improve Pedestrian Facilities at the Intersection of Illinois Street/22nd Street In the event that the Pier 70 Mixed-Use District project does not implement improvements at the intersection of Illinois Street/22nd Street, as part of the proposed project's sidewalk improvements on the east side of Illinois Street between 22nd and 23rd streets, the project sponsor shall work with SFMTA to implement the following improvements: • Install a traffic signal, including pedestrian countdown signal heads at the intersection of Illinois Street/22nd Street. • Stripe marked crosswalks in the continental design. • Construct/reconstruct ADA compliant curb ramps at the four corners, as necessary. In the event that the Pier 70 Mixed-Use District project does not implement these improvements, the project sponsor shall be responsible for costs associated with design and implementation of these improvements. The SFMTA shall determine whether the SFMTA or the project sponsor would implement these improvements.	Project sponsor and SFMTA	Ongoing during project construction	ERO or other Planning Department staff along with SFMTA	Considered complete when intersection improvement is complete
EIR Section 4.F Noise and Vibration				
Mitigation Measure M-NO-1: Construction Noise Control Measures The project sponsor shall implement construction noise controls as necessary to ensure compliance with the Noise Ordinance limits and to reduce construction noise levels at sensitive receptor locations to the degree feasible. Noise reduction strategies that could be implemented include, but are not limited to, 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). • Require the general contractor to locate stationary noise sources (such as the rock/concrete crusher, or compressors) as far from adjacent or nearby sensitive receptors as possible, to muffle such noise sources, and/or 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, to the maximum extent practicable. • 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 would reduce noise levels by as much as 10 dBA.	Project sponsor and construction contractor	During the construction period for all measures, and prior to the issuance of each building permit for submittal of a plan to track and respond to complaints pertaining to construction noise	Planning Department, Department of Building Inspection (as requested and/or on complaint basis), Police Department (on complaint basis).	Considered complete at the completion of project construction

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.F Noise and Vibration (cont.)				
Include noise control requirements for construction equipment and tools, including specifically concrete saws, in specifications provided to construction contractors. Such requirements could include, but are not limited to, erecting temporary plywood noise barriers around a construction site, particularly where a site adjoins noise-sensitive uses; utilizing noise control blankets on a building structure as the building is erected to reduce noise levels emanating from the construction site; performing all work in a manner that minimizes noise; using equipment with effective mufflers; undertaking the most noisy activities during times of least disturbance to surrounding residents and occupants; and selecting haul routes that avoid residential uses.				
• 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 or the Port, as appropriate, a plan to track and respond to complaints pertaining to construction noise. The plan shall include the following measures: (1) a procedure and phone numbers for notifying the San Francisco Department of Building Inspection or the Port, the Department of Public Health, and the Police Department (during regular construction hours and off-hours); (2) a sign posted onsite describing permitted construction days and hours, noise complaint procedures, and a complaint hotline number that shall be answered at all times during construction; (3) designation of an onsite construction compliance 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 (such as pile driving and blasting) about the estimated duration of the activity.				
• Wherever pile driving or controlled rock fragmentation/rock drilling is proposed to occur, the construction noise controls shall include as many of the following control strategies as feasible:				
– Implement "quiet" pile-driving technology such as pre-drilling piles where feasible to reduce construction-related noise and vibration.				
– Use pile-driving equipment with state-of-the-art noise shielding and muffling devices.				
– Use pre-drilled or sonic or vibratory drivers, rather than impact drivers, wherever feasible (including slipways) and where vibration-induced liquefaction would not occur.				
– Schedule pile-driving activity for times of the day that minimize disturbance to residents as well as commercial uses located onsite and nearby.				
– Erect temporary plywood or similar solid noise barriers along the boundaries of each project block as necessary to shield affected sensitive receptors.				
– Implement other equivalent technologies that emerge over time.				
– If controlled rock fragmentation (including rock drills) were to occur at the same time as pile driving activities in the same area and in proximity to noise-sensitive receptors, pile drivers should be set back at least 100 feet while rock drills should be set back at least 50 feet (or vice-versa) from any given sensitive receptor.				

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.F Noise and Vibration (cont.)				
– If blasting is done as part of controlled rock fragmentation, use of blasting mats and reducing blast size shall be implemented to the extent feasible in order to minimize noise impacts on nearby sensitive receptors.				
Mitigation Measure M-NO-4a: Construction Vibration Monitoring The project sponsor shall undertake a monitoring program to ensure that construction-related vibration does not exceed 0.5 in/sec PPV at the Boiler Stack, the American Industrial Center South building, and the Western Sugar Warehouses as required pursuant to Mitigation Measures M-NO-4b (Vibration Control Measures During Controlled Blasting and Pile Driving), M-NO-4c (Vibration Control Measures During Use of Vibratory Equipment), and M-CR-5e (Historic Preservation Plan and Review Process for Alteration of the Boiler Stack). The monitoring program shall include the following components: • Prior to any controlled blasting, pile driving, or use of vibratory construction equipment (vibration-inducing construction), the project sponsor shall engage a historic architect or qualified historic preservation professional and a qualified acoustical/vibration consultant or structural engineer to undertake a pre-construction survey of the Boiler Stack, the American Industrial Center South building, and the Western Sugar Warehouses to document and photograph the buildings' existing conditions. Based on the construction and condition of the resource, a structural engineer or other qualified entity shall establish a maximum vibration level that shall not be exceeded based on existing conditions, character-defining features, soils conditions and anticipated construction practices in use at the time. The qualified consultant shall conduct regular periodic inspections of each historical resource within 80 feet of vibration-inducing construction throughout the duration of vibration-inducing construction. The pre-construction survey and inspections shall be conducted in concert with the Historic Preservation Plan required pursuant to Mitigation Measure M-CR-5e, Historic Preservation Plan and Review Process for Alteration of the Boiler Stack. • Prior to the start of any vibration-inducing construction, the qualified acoustical/vibration consultant or structural engineer shall undertake a pre-construction survey of any offsite structures or onsite structures constructed by the project within 80 feet of such vibration inducing construction. The qualified acoustical/vibration consultant or structural engineer shall conduct periodic inspections of all other non-historic structures throughout the duration of vibration inducing construction. • The qualified historic and acoustical/structural consultant shall submit monitoring reports to San Francisco Planning documenting vibration levels and findings from regular inspections. • Based on planned construction activities for the project and condition of the adjacent structures, an acoustical consultant shall monitor vibration levels at each structure and shall prohibit vibration inducing construction activities that generate vibration levels in excess of 0.5 in/sec PPV. Should vibration levels be observed in excess of 0.5 in/sec PPV or should damage to any structure be observed, construction shall be halted and alternative	Project sponsor, structural engineer, and preservation architect	Pre-Construction Assessment and Vibration Management and Monitoring Plan to be completed prior to issuance of site permit, demolition permit, or any other construction permit from the Department of Building Inspection in connection with the Boiler Stack, the American Industrial Center South building, and the Western Sugar Warehouses. Monitoring to occur during the period of major structural project construction activity, including demolition and excavation. If monitoring detects vibration levels in excess of the standard, sponsor to notify the Planning Department within 5 working days. Monitoring reports to be submitted at a frequency established in the monitoring plan.	Planning Department Preservation Technical Specialist shall review and approve the Vibration Management and Monitoring Plan and periodic monitoring reports	Considered complete upon submittal to Planning Department of report on the Vibration Management and Monitoring Plan and effects, if any, on adjacent historical resources, after all major structural project construction activity, including demolition and excavation

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.F Noise and Vibration (cont.)				
construction techniques put in practice, to the extent feasible. For example, smaller, lighter equipment might be able to be used or pre-drilled piles could be substituted for driven piles, if soil conditions allow.				
Mitigation Measure M-NO-4b: Vibration Control Measures During Controlled Blasting and Pile Driving Vibration controls shall be specified to ensure that the vibration limit of 0.5 in/sec PPV can be met at all nearby structures when all potential construction-related vibration sources (onsite and offsite) are considered. These controls could include smaller charge sizes if controlled blasting is used, pre-drilling pile holes, using the pulse plasma fragmentation technique, or using smaller vibratory equipment. This vibration limit shall be coordinated with vibration limits required under Mitigation Measure M-BI-4, Fish and Marine Mammal Protection during Pile Driving, to ensure that the lowest of the specified vibration limits is ultimately implemented.	Project sponsor and construction contractor	During pile driving and related construction activities	Planning Department, Department of Building Inspection	Considered complete at the completion of project construction
Mitigation Measure M-NO-4c: Vibration Control Measures During Use of Vibratory Equipment In areas with a "very high" or "high" susceptibility for vibration-induced liquefaction or differential settlement risks, as part of subsequent site-specific geotechnical investigations, the project's geotechnical engineer shall specify an appropriate vibration limit based on proposed construction activities and proximity to liquefaction susceptibility zones. At a minimum, the vibration limit shall not exceed 0.5 in/sec PPV, unless the geotechnical engineer demonstrates, to the satisfaction of the Environmental Review Officer (ERO), that a higher vibration limit would not result in building damage. The geotechnical engineer shall specify construction practices (such as using smaller equipment or pre-drilling pile holes) required to ensure that construction-related vibration does not cause liquefaction hazards at nearby structures. The project sponsor shall ensure that all construction contractors comply with these specified construction practices. This vibration limit shall be coordinated with vibration limits required under Mitigation Measure M-BI-4, Fish and Marine Mammal Protection during Pile Driving, to ensure that the lowest of the specified vibration limits is ultimately implemented.	Project sponsor, geotechnical engineer, and construction contractor	Plan submitted to ERO prior to use of vibratory equipment	ERO, Planning Department, and Department of Building Inspection	Considered complete at the completion of project construction
Mitigation Measure M-NO-5: Stationary Equipment Noise Controls For all stationary equipment on the project site, noise attenuation measures shall be incorporated into the design of fixed stationary noise sources to ensure that the noise levels meet section 2909 of the San Francisco Police Code. A qualified acoustical engineer or consultant shall verify the ambient noise level based on noise monitoring and shall design the stationary equipment to ensure that the following requirements of the noise ordinance are met: • Fixed stationary equipment shall not exceed 5 dBA above the ambient noise level at the property plane at the closest residential uses (Blocks 1, 5 - 8, 13 and possibly Blocks 4, 9, 12, and 14, depending on the use ultimately developed) and 8 dBA on blocks where commercial/industrial uses are developed (Blocks 2, 3, 10, 11, and possibly Blocks 4, 12, and 14, depending on the use ultimately developed);	Project sponsor and qualified acoustical engineer or consultant	Prior to approval of a building permit	ERO, Planning Department, and Department of Building Inspection	Considered complete at the completion of project construction

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.F Noise and Vibration (cont.)				
• Stationary equipment shall be designed to ensure that the interior noise levels at adjacent or nearby sensitive receptors (residential, hotel, and childcare receptors) do not exceed 45 dBA. Noise attenuation measures could include installation of critical grade silencers, sound traps on radiator exhaust, provision of sound enclosures/barriers, addition of roof parapets to block noise, increasing setback distances from sensitive receptors, provision of intake louvers or louvered vent openings, location of vent openings away from adjacent residential uses, and restriction of generator testing to the daytime hours. The project sponsor shall demonstrate to the satisfaction of the Environmental Review Officer (ERO) that noise attenuation measures have been incorporated into the design of all fixed stationary noise sources to meet these limits prior to approval of a building permit.				
Mitigation Measure M-NO-8: (*Dependent on approval of Proposed Project OR Project Variant*) ***Proposed Project:*** **Mitigation Measure M-NO-8: Design of Future Noise-Sensitive Uses** Prior to issuance of a building permit for vertical construction of a residential building or a building with childcare or hotel uses, a qualified acoustical consultant shall conduct a noise study to determine the need to incorporate noise attenuation features into the building design in order to meet a 45-dBA interior noise limit. This evaluation shall be based on noise measurements taken at the time of the building permit application and the future cumulative traffic (year 2040) noise levels expected on roadways located on or adjacent to the project site (i.e., 67 dBA on Illinois Street, 66 dBA on 22nd Street, 60 dBA on Humboldt Street, and 64 dBA on 23rd Street at 50 feet from roadway centerlines) to identify the STC ratings required to meet the 45-dBA interior noise level. The noise study and its recommendations and attenuation measures shall be incorporated into the final design of the building and shall be submitted to the San Francisco Department of Building Inspection for review and approval. The project sponsor shall implement recommended noise attenuation measures from the approved noise study as part of final project design for buildings that would include residential, hotel, and childcare uses.	Project sponsor and qualified acoustical consultant	Prior to issuance of a building permit for vertical construction of a residential building or a building with childcare or hotel uses	San Francisco Department of Building Inspection	Considered complete upon approval of final project design for buildings
Project Variant: **Mitigation Measure M-NO-8 (Variant): Design of Future Noise-Sensitive Uses** Prior to issuance of a building permit for vertical construction of a residential building or a building with childcare or hotel uses, a qualified acoustical consultant shall conduct a noise study to determine the need to incorporate noise attenuation features into the building design in order to meet a 45-dBA interior noise limit. This evaluation shall be based on noise measurements taken at the time of the building permit application and the future cumulative traffic (year 2040) noise levels expected on roadways located on or adjacent to	Project sponsor and qualified acoustical consultant	Prior to issuance of a building permit for vertical construction of a residential building or a building with childcare or hotel uses	San Francisco Department of Building Inspection	Considered complete upon approval of final project design for buildings

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.F Noise and Vibration (cont.)				
the project site (i.e., 67 dBA on Illinois Street, 66 dBA on 22nd Street, 61 dBA on Humboldt Street, and 64 dBA on 23rd Street at 50 feet from roadway centerlines) to identify the STC ratings required to meet the 45-dBA interior noise level. The noise study and its recommendations and attenuation measures shall be incorporated into the final design of the building and shall be submitted to the San Francisco Department of Building Inspection for review and approval. The project sponsor shall implement recommended noise attenuation measures from the approved noise study as part of final project design for buildings that would include residential, hotel, and childcare uses.				
EIR Section 4.G Air Quality				
Mitigation Measure M-AQ-2a: Construction Emissions Minimization The project sponsor or the project sponsor's contractor shall comply with the following: ***A. Engine Requirements.*** 1. The project sponsor shall also ensure that all on-road heavy-duty diesel trucks with a gross vehicle weight rating of 19,500 pounds or greater used at the project site (such as haul trucks, water trucks, dump trucks, and concrete trucks) be model year 2010 or newer. 2. All off-road equipment (including water construction equipment used onboard barges) greater than 25 horse power shall have engines that meet Tier 4 Final off-road emission standards. Tugs shall comply with U.S. EPA Tier 3 Marine standards for Marine Diesel Engine Emissions. 3. Since grid power will be available, portable diesel engines shall be prohibited. 4. Renewable diesel shall be used to fuel all diesel engines if it can be demonstrated to the Environmental Review Officer (ERO) that it is compatible with on-road or off-road engines and that emissions of ROG and NOx from the transport of fuel to the project site will not offset its NOx reduction potential. 5. Diesel engines, whether for off-road or on-road equipment, shall not be left idling for more than two minutes, at any location, except as provided in exceptions to the applicable state regulations regarding idling for off-road and on-road equipment (e.g., traffic conditions, safe operating conditions). The contractor shall post legible and visible signs in English, Spanish, and Chinese, in designated queuing areas and at the construction site to remind operators of the two-minute idling limit. 6. The contractor shall instruct construction workers and equipment operators on the maintenance and tuning of construction equipment, and require that such workers and operators properly maintain and tune equipment in accordance with manufacturer specifications.	Project sponsor and construction contractor(s)	Prior to issuance of a site permit, demolition permit, or any other permit from the Department of Building Inspection, with ongoing compliance with the Construction Emissions Minimization Plan throughout the construction period	ERO to review and approve Construction Emissions Minimization Plan; project sponsor and construction contractor to comply with, and document compliance with, Construction Emissions Minimization Plan as required by the ERO	Construction Emissions Minimization Plan considered complete upon ERO review and acceptance of Plan; measure considered complete upon completion of project construction and submittal to ERO of required documentation

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.G Air Quality (cont.)				
B. Waivers.				
The ERO may waive the equipment requirements of Subsection (A)(1) if: a particular piece of off-road equipment is technically not feasible; the equipment would not produce desired emissions reduction due to expected operating modes; installation of the equipment would create a safety hazard or impaired visibility for the operator; or, there is a compelling emergency need to use other off-road equipment. If the ERO grants the waiver, the contractor must use the next cleanest piece of off-road equipment, according to the table below.				
The ERO may waive the equipment requirements of Subsection (A)(2) if: a particular piece of off-road equipment with an engine meeting Tier 4 Final emission standards is not regionally available to the satisfaction of the ERO. If seeking a waiver from this requirement, the project sponsor must demonstrate to the satisfaction of the ERO that the health risks from existing sources, project construction and operation, and cumulative sources do not exceed a total of 10 µg/m3 or 100 excess cancer risks for any onsite or offsite receptor.				
The ERO may waive the equipment requirements of Subsection (A)(3) if: an application has been submitted to initiate on-site electrical power, portable diesel engines may be temporarily operated for a period of up to three weeks until on site electrical power can be initiated or, there is a compelling emergency.				
C. Construction Emissions Minimization Plan. Before starting onsite construction activities, the contractor shall submit a Construction Emissions Minimization Plan to the ERO for review and approval. The plan shall state, in reasonable detail, how the contractor will meet the requirements of Section A, Engine Requirements.				
1. The Construction Emissions Minimization 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. The description 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 off-road equipment using alternative fuels, the description shall also specify the type of alternative fuel being used.				
2. The project sponsor shall ensure that all applicable requirements of the Construction Emissions Minimization Plan have been incorporated into the contract specifications. The plan shall include a certification statement that the contractor agrees to comply fully with the plan.				
3. The contractor shall make the Construction Emissions Minimization Plan available to the public for review onsite during working hours. The contractor shall post at the construction site a legible and visible sign summarizing the plan. The sign shall also state that the public may ask to inspect the plan for the project at any time during working hours and shall explain how to request to inspect the plan. The contractor shall post at least one copy of the sign in a visible location on each side of the construction site facing a public right-of-way.				

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.G Air Quality (cont.)				
D. ***Monitoring.*** After start of construction activities, the contractor shall submit quarterly reports to the ERO documenting compliance with the Construction Emissions Minimization Plan. After completion of construction activities and prior to receiving a final certificate of occupancy, the project sponsor shall submit to the ERO a final report summarizing construction activities, including the start and end dates and duration of each construction phase, and the specific information required in the plan.	Project sponsor and construction contractor (s)	Quarterly, after start of construction activities, and within six months of completion of construction activity	Project sponsor/ contractor(s) and the ERO	Considered complete upon acceptance of the final report by the ERO
Mitigation Measure M-AQ-2b: Diesel Backup Generator Specifications To reduce NOx associated with operation of the proposed project, the project sponsor shall implement the following measures. A. All new diesel backup generators shall: 1. Have engines that meet or exceed California Air Resources Board Tier 4 off-road emission standards which have the lowest NOx emissions of commercially available generators; and 2. Be fueled with renewable diesel, if commercially available[2], which has been demonstrated to reduce NOx emissions by approximately 10 percent. B. All new diesel backup generators shall have an annual maintenance testing limit of 50 hours, subject to any further restrictions as may be imposed by the Bay Area Air Quality Management District in its permitting process. C. For each new diesel backup generator permit submitted to Bay Area Air Quality Management District for the project, the project sponsor shall submit the anticipated location and engine specifications to the San Francisco Planning Department environmental review officer for review and approval prior to issuance of a permit for the generator from the San Francisco Department of Building Inspection. Once operational, all diesel backup generators shall be maintained in good working order for the life of the equipment and any future replacement of the diesel backup generators shall be required to be consistent with these emissions specifications. The operator of the facility at which the generator is located shall be required to maintain records of the testing schedule for each diesel backup generator for the life of that diesel backup generator and to provide this information for review to the planning department within three months of requesting such information.	Project sponsor, and each facility operator where a generator is located	Ongoing by the project sponsor, and each facility operator where a generator is located	San Francisco Planning Department ERO and BAQQMD	Ongoing for the life of each generator
Mitigation Measure M-AQ-2c: Promote Use of Green Consumer Products The project sponsor shall provide educational programs and/or materials for residential and commercial tenants concerning green consumer products. Prior to receipt of any certificate of final occupancy and every five years thereafter, the project sponsor shall work with the San Francisco Department of Environment to develop electronic correspondence to be distributed by email annually to residential and/or commercial tenants of each building on the project site that	Project sponsor	Prior to certificate of final occupancy and every five years thereafter	San Francisco Department of Environment	Ongoing

[2] Neste MY renewable Diesel is available in the Bay Area through Western States Oil.

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.G Air Quality (cont.)				
encourages the purchase of consumer products that generate lower than typical VOC emissions. The correspondence shall encourage environmentally preferable purchasing and shall include contact information and website links to SF Approved (www.sfapproved.org). This website also may be used as an informational resource by businesses and residents.				
Mitigation Measure M-AQ-2d: Electrification of Loading Docks The project sponsor shall ensure that loading docks for retail, light industrial, or warehouse uses that will receive deliveries from refrigerated transport trucks incorporate electrification hook-ups for transportation refrigeration units to avoid emissions generated by idling refrigerated transport trucks.	Project sponsor and construction contractor	Prior to approval of a building permit	Department of Building Inspection	Considered complete at the completion of project construction
Mitigation Measure M-AQ-2e: Additional Mobile Source Control Measures The following Mobile Source Control Measures from the Bay Area Air Quality Management District's 2010 Clean Air Plan shall be implemented: • Promote use of clean fuel-efficient vehicles through preferential (designated and proximate to entry) parking and/or installation of charging stations beyond the level required by the City's Green Building code, from 8 to 20 percent. • Promote zero-emission vehicles by requesting that any car share program operator include electric vehicles within its car share program to reduce the need to have a vehicle or second vehicle as a part of the TDM program that would be required of all new developments.	Project sponsor	Prior to approval of a building permit, or approval of design of district parking garage, whichever is first Ongoing during operation of car share programs	Department of Building Inspection for approval of district parking garage	Considered complete at the completion of district parking garage construction Ongoing during operations of car share programs
Mitigation Measure M-AQ-2f: *(Dependent on approval of Proposed Project OR Project Variant)* ***Proposed Project:*** **Mitigation Measure M-AQ-2f: Offset Construction and Operational Emissions** Prior to issuance of the final certificate of occupancy for the final building associated with Phase 1, the project sponsor, with the oversight of the Environmental Review Officer (ERO), shall either: (1) ***Directly fund or implement a specific offset project within San Francisco*** to achieve equivalent to a one-time reduction of 13 tons per year of ozone precursors. This offset is intended to offset the combined emissions from construction and operations remaining above significance levels after implementing the other mitigation measures discussed. To qualify under this mitigation measure, the specific emissions offset project must result in emission reductions within the San Francisco Bay Area Air Basin that would not otherwise be achieved through compliance with existing regulatory requirements. A preferred offset project would be one implemented locally within the City and County of San Francisco. Prior to implementing the offset project, it must be approved by the ERO. The project sponsor shall notify the ERO within six (6) months of completion of the offset project for verification; or	Project Sponsor	Upon completion of construction, and prior to issuance of certificate of occupancy; (within six months of completion of the offset project for verification)	ERO	Complete upon acceptance of fee by BAAQMD

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.G Air Quality (cont.)				
(2) ***Pay mitigation offset*** fees to the Bay Area Air Quality Management District Bay Area Clean Air Foundation. The mitigation offset fee, currently estimated at approximately $30,000 per weighted ton, plus an administrative fee of no more than 5 percent of the total offset, shall fund one or more emissions reduction projects within the San Francisco Bay Area Air Basin. The fee will be determined by the planning department, the project sponsor, and the air district, and be based on the type of projects available at the time of the payment. This fee is intended to fund emissions reduction projects to achieve reductions of 13 tons of ozone precursors per year, which is the amount required to reduce emissions below significance levels after implementation of other identified mitigation measures as currently calculated. The offset fee shall be made prior to issuance of the final certificate of occupancy for the final building associated with Phase 1 of the project (or an equivalent of approximately 360,000 square feet of residential, 176,000 square feet of office, 16,000 square feet of retail, 15,000 square feet of PDR, 240,000 square feet of hotel, and 25,000 square feet of assembly) when the combination of construction and operational emissions is predicted to first exceed 54 pounds per day. This offset payment shall total the predicted 13 tons per year of ozone precursors above the 10 ton per year threshold after implementation of Mitigation Measures M-AQ-2a though M-AQ-2e and M-TR-5. The total emission offset amount was calculated by summing the maximum daily construction and operational emissions of ROG and NOX (pounds/day), multiplying by 260 work days per year for construction and 365 days per year for operation, and converting to tons. The amount represents the total estimated operational and construction-related ROG and NOx emissions offsets required. (3) ***Additional mitigation offset fee.*** The need for an additional mitigation offset payment shall be determined as part of the performance standard assessment of Mitigation Measure M-TR-5. If at that time, it is determined that implementation of Mitigation Measure M-TR-5 has successfully achieved its targeted trip reduction at project buildout, or the project sponsor demonstrates that the project's emissions upon the earlier of: (a) full build-out or (b) termination of the Development Agreement are less than the 10-ton-per-year thresholds for ROG and NOx, then no further installment shall be required. However, if the performance standard assessment determines that the trip reduction goal has not been achieved, and the project sponsor is unable to demonstrate that the project's emissions upon the earlier of: (a) full build-out or (b) termination of the Development Agreement are less than the 10-ton-per-year thresholds for ROG and NOx, then an additional offset payment shall be made in an amount reflecting the difference in emissions, in tons per year of ROG and NOx, represented by the shortfall in trip reduction.				

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.G Air Quality (cont.)				
Documentation of mitigation offset payments, as applicable, shall be provided to the planning department. When paying a mitigation offset fee, the project sponsor shall enter into a memorandum of understanding (MOU) with the Bay Area Air Quality Management District Clean Air Foundation. The MOU shall include details regarding the funds to be paid, the administrative fee, and the timing of the emissions reductions project. Acceptance of this fee by the air district shall serve as acknowledgment and a commitment to (1) implement an emissions reduction project(s) within a time frame to be determined, based on the type of project(s) selected, after receipt of the mitigation fee to achieve the emissions reduction objectives specified above and (2) provide documentation to the planning department and the project sponsor describing the project(s) funded by the mitigation fee, including the amount of emissions of ROG and NOx reduced (tons per year) within the San Francisco Bay Area Air Basin from the emissions reduction project(s). To qualify under this mitigation measure, the specific emissions reduction project must result in emission reductions within the basin that are real, surplus, quantifiable, and enforceable and would not otherwise be achieved through compliance with existing regulatory requirements or any other legal requirement. The requirement to pay such mitigation offset fee shall terminate if the project sponsor is able to demonstrate that the project's emissions upon the earlier of: (a) full build-out or (b) termination of the Development Agreement are less than the 10-ton-per-year thresholds for ROG and NOx.				
Project Variant: **Mitigation Measure M-AQ-2f (Variant): Offset Construction and Operational Emissions** Prior to issuance of the final certificate of occupancy for the final building associated with Phase 1, the project sponsor, with the oversight of the Environmental Review Officer (ERO), shall either: (1) ***Directly fund or implement a specific offset project within San Francisco*** to achieve equivalent to a one-time reduction of 14 tons per year of ozone precursors. This offset is intended to offset the combined emissions from construction and operations remaining above significance levels after implementing the other mitigation measures discussed. To qualify under this mitigation measure, the specific emissions offset project must result in emission reductions within the San Francisco Bay Area Air Basin that would not otherwise be achieved through compliance with existing regulatory requirements. A preferred offset project would be one implemented locally within the City and County of San Francisco. Prior to implementing the offset project, it must be approved by the ERO. The project sponsor shall notify the ERO within six (6) months of completion of the offset project for verification; or	Project Sponsor	Upon completion of construction, and prior to issuance of certificate of occupancy; (within six months of completion of the offset project for verification)	ERO	Complete upon acceptance of fee by BAAQMD

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.G Air Quality (cont.)				
(2) ***Pay mitigation offset*** fees to the Bay Area Air Quality Management District Bay Area Clean Air Foundation. The mitigation offset fee, currently estimated at approximately $30,000 per weighted ton, plus an administrative fee of no more than 5 percent of the total offset, shall fund one or more emissions reduction projects within the San Francisco Bay Area Air Basin. The fee will be determined by the planning department, the project sponsor, and the air district, and be based on the type of projects available at the time of the payment. This fee is intended to fund emissions reduction projects to achieve reductions of 14 tons of ozone precursors per year, which is the amount required to reduce emissions below significance levels after implementation of other identified mitigation measures as currently calculated. The offset fee shall be made prior to issuance of the final certificate of occupancy for the final building associated with Phase 1 of the project (or an equivalent of approximately 360,000 square feet of residential, 176,000 square feet of office, 16,000 square feet of retail, 15,000 square feet of PDR, 240,000 square feet of hotel, and 25,000 square feet of assembly) when the combination of construction and operational emissions is predicted to first exceed 54 pounds per day. This offset payment shall total the predicted 14 tons per year of ozone precursors above the 10 ton per year threshold after implementation of Mitigation Measures M-AQ-2a though M-AQ-2e and M-TR-5. The total emission offset amount was calculated by summing the maximum daily construction and operational emissions of ROG and NOX (pounds/day), multiplying by 260 work days per year for construction and 365 days per year for operation, and converting to tons. The amount represents the total estimated operational and construction-related ROG and NOx emissions offsets required. (3) ***Additional mitigation offset fee.*** The need for an additional mitigation offset payment shall be determined as part of the performance standard assessment of Mitigation Measure M-TR-5. If at that time, it is determined that implementation of Mitigation Measure M-TR-5 has successfully achieved its targeted trip reduction at project buildout, or the project sponsor demonstrates that the project's emissions upon the earlier of: (a) full build-out or (b) termination of the Development Agreement are less than the 10-ton-per-year thresholds for ROG and NOx, then no further installment shall be required. However, if the performance standard assessment determines that the trip reduction goal has not been achieved, and the project sponsor is unable to demonstrate that the project's emissions upon the earlier of: (a) full build-out or (b) termination of the Development Agreement are less than the 10-ton-per-year thresholds for ROG and NOx, then an additional offset payment shall be made in an amount reflecting the difference in emissions, in tons per year of ROG and NOx, represented by the shortfall in trip reduction. Documentation of mitigation offset payments, as applicable, shall be provided to the planning department.				

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.G Air Quality (cont.)				
When paying a mitigation offset fee, the project sponsor shall enter into a memorandum of understanding (MOU) with the Bay Area Air Quality Management District Clean Air Foundation. The MOU shall include details regarding the funds to be paid, the administrative fee, and the timing of the emissions reductions project. Acceptance of this fee by the air district shall serve as acknowledgment and a commitment to (1) implement an emissions reduction project(s) within a time frame to be determined, based on the type of project(s) selected, after receipt of the mitigation fee to achieve the emissions reduction objectives specified above and (2) provide documentation to the planning department and the project sponsor describing the project(s) funded by the mitigation fee, including the amount of emissions of ROG and NOx reduced (tons per year) within the San Francisco Bay Area Air Basin from the emissions reduction project(s). To qualify under this mitigation measure, the specific emissions reduction project must result in emission reductions within the basin that are real, surplus, quantifiable, and enforceable and would not otherwise be achieved through compliance with existing regulatory requirements or any other legal requirement. The requirement to pay such mitigation offset fee shall terminate if the project sponsor is able to demonstrate that the project's emissions upon the earlier of: (a) full build-out or (b) termination of the Development Agreement are less than the 10-ton-per-year thresholds for ROG and NOx.				
Mitigation Measure AQ-4: Siting of Uses that Emit Toxic Air Contaminants For new development including R&D/life science uses and PDR use or other uses that would be expected to generate toxic air contaminants (TACs) as part of everyday operations, prior to issuance of the certificate of occupancy, the project sponsor shall obtain written verification from the Bay Area Air Quality Management District either that the facility has been issued a permit from the air district, if required by law, or that permit requirements do not apply to the facility. However, since air district could potentially issue multiple separate permits to operate that could cumulatively exceed an increased cancer risk of 10 in one million, the project sponsor shall also submit written verification to the San Francisco Planning Department that increased cancer risk associated with all such uses does not cumulatively exceed 10 in one million at any onsite receptor. This measure shall be applicable, at a minimum, to the following uses and any other potential uses that may emit TACs: gas dispensing facilities; auto body shops; metal plating shops; photographic processing shops; appliance repair shops; mechanical assembly cleaning; printing shops; medical clinics; laboratories, and biotechnology research facilities.	Project sponsor	Prior to issuance of the certificate of occupancy for new development would be expected to generate TACs, (such as R&D uses and PDR uses)	BAAQMD and San Francisco Planning Department	Considered complete at the completion of project construction
Mitigation Measure AQ-5: Include Spare the Air Telecommuting Information in Transportation Welcome Packets The project sponsor shall include dissemination of information on Spare The Air Days within the San Francisco Bay Area Air Basin as part of transportation welcome packets and ongoing transportation marketing campaigns. This information shall encourage employers and employees, as allowed by their workplaces, to telecommute on Spare The Air Days.	Project sponsor	Prior to and during occupancy of commercial uses	ERO	Ongoing

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.H Wind and Shadow				
Mitigation Measure M-WS-2: Identification and Mitigation of Interim Hazardous Wind Impacts Prior to the approval of building plans for construction of any proposed building, or a building within a group of buildings to be constructed simultaneously, at a height of 85 feet or greater, the project sponsor (including any subsequent developer) shall submit to the San Francisco Planning Department for review and approval a wind impact analysis of the proposed building(s). The wind impact analysis shall be conducted by a qualified wind consultant. The wind impact analysis shall consist of a qualitative analysis of whether the building(s) under review could result in winds throughout the wind test area (as identified in the EIR) exceeding the 26-mph wind hazard criterion for more hours or at more locations than identified for full project buildout in the EIR. That is, the evaluation shall determine whether partial buildout conditions would worsen wind hazard conditions for the project as a whole. The analysis shall compare the exposure, massing, and orientation of the proposed building(s) to the same building(s) in the representative massing models for the proposed project and shall include any then-existing buildings and those under construction. The wind consultant shall review the proposed building(s) design taking into account feasible wind reduction features including, but not necessarily limited to, inclusion of podium setbacks, terraces, architectural canopies or screens, vertical or horizontal fins, chamfered corners, and other articulations to the building façade. If such building design measures are found not to be effective, landscaping (trees and shrubs), street furniture, and ground-level fences or screens may be considered. Comparable temporary wind reduction features (i.e., those that would be erected on a vacant site and removed when the site is developed) may be considered. The project sponsor shall incorporate into the design of the building(s) any wind reduction features recommended by the qualified wind consultant. If the wind consultant is unable to determine that the building(s) under consideration would not result in a net increase in hazardous wind hours or locations under partial buildout conditions compared to full buildout conditions, the building(s) under review shall undergo wind tunnel testing. The wind tunnel testing shall evaluate the building(s) to determine whether an adverse impact would occur. An adverse wind impact is defined as an aggregate net increase of 1 hour during which, and/or a net increase of 2 locations at which, the wind hazard criterion is exceeded, compared to full buildout conditions identified in the EIR and based on the existing conditions at the time of the subsequent wind tunnel test. As used herein, the existing conditions at the time of the subsequent testing shall include any completed or under construction buildings on the project site. As with the qualitative review above, the evaluation shall determine whether partial buildout conditions would worsen wind hazard conditions for the project as a whole. Accordingly, wind tunnel testing, if required, would include the same test area and test points as were evaluated in the EIR. If the building(s) would result in an adverse impact, as defined herein, additional wind tunnel testing of mitigation strategies would be undertaken until no adverse effect is identified, and the resulting mitigation strategies shall be incorporated into the design of the proposed building(s) and building site(s). All feasible means as determined by the Environmental Review Officer (such as reorienting certain buildings, sculpting buildings to include podiums and terraces or other wind reduction treatments noted above or identified by the qualified wind consultant, or installing landscaping) to eliminate hazardous winds, if predicted, shall be implemented.	Project sponsor, or building developer, and qualified wind consultant	Prior to the approval of building plans for construction of any proposed building, or a building within a group of buildings to be constructed simultaneously, at a height of 85 feet or greater. San Francisco Planning Department and ERO to review and approve scope of work prior to any wind impact analysis or wind tunnel testing	San Francisco Planning Department and ERO	Considered complete at the completion of project construction

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.I Biological Resources				
Mitigation Measure M-BI-1: Nesting Bird Protection Measures The project sponsor shall require that all construction contractors implement the following measures for each construction phase to ensure protection of nesting birds and their nests during construction: 1. To the extent feasible, conduct initial project activities outside of the nesting season (January 15–August 15). These activities include, but are not limited to: vegetation removal, tree trimming or removal, ground disturbance, building demolition, site grading, and other construction activities that may impact nesting birds or the success of their nests (e.g., controlled rock fragmentation, blasting, or pile driving). 2. For construction activities that occur during the bird nesting season, a qualified wildlife biologist[3] shall conduct pre-construction nesting surveys within 14 days prior to the start of construction or demolition at areas that have not been previously disturbed by project activities or after any construction breaks of 14 days or more. Surveys shall be performed for suitable habitat within 100 feet of the project site in order to locate any active passerine (perching bird) nests and within 100 feet of the project site to locate any active raptor (birds of prey) nests, waterbird nesting pairs, or colonies. 3. If active nests protected by federal or state law[4] are located during the preconstruction bird nesting surveys, a qualified biologist shall evaluate if the schedule of construction activities could affect the active nests and if so, the following measures would apply: a. If construction is not likely to affect the active nest, construction may proceed without restriction; however, a qualified biologist shall regularly monitor the nest at a frequency determined appropriate for the surrounding construction activity to confirm there is no adverse effect. The qualified biologist would determine spot-check monitoring frequency on a nest-by-nest basis considering the particular construction activity, duration, proximity to the nest, and physical barriers that may screen activity from the nest. The qualified biologist may revise his/her determination at any time during the nesting season in coordination with the Environmental Review Officer (ERO). b. If it is determined that construction may affect the active nest, the qualified biologist shall establish a no-disturbance buffer around the nest(s) and all project work shall halt within the buffer until a qualified biologist determines the nest is no longer in use. Given the developed condition of the site, initial buffer distances are 100 to 250 feet for passerines and 100 to 500 feet for raptors; however, the qualified biologist may adjust the buffers based on the nature of proposed activities or site specific conditions.	Project sponsor, construction contractors, and qualified biologist	Not more than 14 days prior to vegetation removal and grading activities that occur between January 15 and August 15	ERO	Complete upon completion of preconstruction nesting bird surveys or completion of vegetation removal and grading activities outside of the bird breeding season

[3] Typical experience requirements for a "qualified biologist" include a minimum of four years of academic training and professional experience in biological sciences and related resource management activities, and a minimum of two years of experience conducting surveys for each species that may be present within the project area.

[4] These would include species protected by FESA, MBTA, CESA, and California Fish and Game Code and does not apply to rock pigeon, house sparrow, or European starling. USFWS and CDFW are the federal and state agencies, respectively, with regulatory authority over protected birds and are the agencies who would be engaged with if nesting occurs onsite and protective buffer distances and/or construction activities within such a buffer would need to be modified while a nest is still active.

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.I Biological Resources (cont.)				
c. Modifying nest buffer distances, allowing certain construction activities within the buffer, and/or modifying construction methods in proximity to active nests shall be done at the discretion of the qualified biologist and in coordination with the ERO, who would notify CDFW. d. Any work that must occur within established no-disturbance buffers around active nests shall be monitored by a qualified biologist. If the qualified biologist observes adverse effects in response to project work within the buffer that could compromise the active nest, work within the no-disturbance buffer(s) shall halt until the nest occupants have fledged. e. With some exceptions, birds that begin nesting within the project area amid construction activities are assumed to be habituated to construction-related or similar noise and disturbance levels. Exclusion zones around such nests may be reduced or eliminated in these cases as determined by the qualified biologist in coordination with the ERO, who would notify CDFW. Work may proceed around these active nests as long as the nests and their occupants are not directly impacted.				
Mitigation Measure M-BI-3: Avoidance and Minimization Measures for Bats A qualified biologist[5] who is experienced with bat surveying techniques (including auditory sampling methods), behavior, roosting habitat, and identification of local bat species shall be consulted prior to demolition or building rehabilitation activities to conduct a pre-construction habitat assessment of the project site (focusing on buildings to be demolished or rehabilitated under the project) to characterize potential bat habitat and identify potentially active roost sites. No further action is required should the pre-construction habitat assessment not identify bat habitat or signs of potentially active bat roosts within the project site (e.g., guano, urine staining, dead bats, etc.). The following measures shall be implemented should potential roosting habitat or potentially active bat roosts be identified during the habitat assessment in buildings to be demolished or rehabilitated under the proposed project: 1. In areas identified as potential roosting habitat during the habitat assessment, initial building demolition or rehabilitation shall occur when bats are active, approximately between the periods of March 1 to April 15 and August 15 to October 15, to the extent feasible. These dates avoid the bat maternity roosting season and period of winter *torpor*.[6] 2. Depending on temporal guidance as defined below, the qualified biologist shall conduct pre-construction surveys of potential bat roost sites identified during the initial habitat assessment no more than 14 days prior to building demolition or rehabilitation.	Project sponsor, contractors, and qualified biologist	Not more than 14 days prior to building demolition or rehabilitation	ERO	Complete upon completion of preconstruction roosting bat surveys or completion of building demolition or rehabilitation

[5] Typical experience requirements for a qualified biologist include a minimum of four years of academic training and professional experience in biological sciences and related resource management activities, and a minimum of two years of experience conducting surveys for each species that may be present within the project area.
[6] Torpor refers to a state of decreased physiological activity with reduced body temperature and metabolic rate.

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.I Biological Resources (cont.)				
3. f active bat roosts or evidence of roosting is identified during pre-construction surveys, the qualified biologist shall determine, if possible, the type of roost and species. A no-disturbance buffer shall be established around roost sites until the qualified biologist determines they are no longer active. The size of the no-disturbance buffer would be determined by the qualified biologist and would depend on the species present, roost type, existing screening around the roost site (such as dense vegetation or a building), as well as the type of construction activity that would occur around the roost site. 4. If special-status bat species or maternity or hibernation roosts are detected during these surveys, appropriate species- and roost-specific avoidance and protection measures shall be developed by the qualified biologist in coordination with the California Department of Fish and Wildlife. Such measures may include postponing the removal of buildings or structures, establishing exclusionary work buffers while the roost is active (e.g., 100-foot no-disturbance buffer), or other avoidance measures. 5. The qualified biologist shall be present during building demolition or rehabilitation if potential bat roosting habitat or active bat roosts are present. Buildings with active roosts shall be disturbed only under clear weather conditions when precipitation is not forecast for three days and when daytime temperatures are at least 50 degrees Fahrenheit. 6. The demolition or rehabilitation of buildings containing or suspected to contain bat roosting habitat or active bat roosts shall be done under the supervision of the qualified biologist. When appropriate, buildings shall be partially dismantled to significantly change the roost conditions, causing bats to abandon and not return to the roost, likely in the evening and after bats have emerged from the roost to forage. Under no circumstances shall active maternity roosts be disturbed until the roost disbands at the completion of the maternity roosting season or otherwise becomes inactive, as determined by the qualified biologist.				
Mitigation Measure M-BI-4: Fish and Marine Mammal Protection during Pile Driving Prior to the start of any in-water construction that would require pile driving, the project sponsor shall prepare a National Marine Fisheries Service-approved sound attenuation monitoring plan to protect fish and marine mammals, and the approved plan shall be implemented during construction. This plan shall provide detail on the sound attenuation system, detail methods used to monitor and verify sound levels during pile driving activities (if required based on projected in-water noise levels), and describe best management practices to reduce impact pile-driving in the aquatic environment to an intensity level less than 183 dB (sound exposure level, SEL) impulse noise level for fish at a distance of 33 feet, and 160 dB (root mean square pressure level, RMS) impulse noise level or 120 dB (RMS) continuous noise level for marine mammals at a distance of 1,640 feet. The plan shall incorporate, but not be limited to, the following best management practices: • All in-water construction shall be conducted within the established environmental work window between June 1 and November 30, designed to avoid potential impacts to fish species.	Project sponsor and construction contractors, and qualified acoustical engineer with experience in fish and marine mammal noise protection	Prior to the start of any in-water construction that would require pile driving, during the work window between June 1 and November 30	Planning Department and National Marine Fisheries Service	Complete upon completion of in-water construction that requires pile driving

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.I Biological Resources (cont.)				
• To the extent feasible vibratory pile drivers shall be used for the installation of all support piles. Vibratory pile driving shall be conducted following the U.S. Army Corps of Engineers "Proposed Procedures for Permitting Projects that will Not Adversely Affect Selected Listed Species in California." U. S. Fish and Wildlife Service and National Marine Fisheries Service completed section 7 consultation on this document, which establishes general procedures for minimizing impacts to natural resources associated with projects in or adjacent to jurisdictional waters. • A soft start technique to impact hammer pile driving shall be implemented, at the start of each work day or after a break in impact hammer driving of 30 minutes or more, to give fish and marine mammals an opportunity to vacate the area. • If during the use of an impact hammer, established National Marine Fisheries Service pile driving thresholds are exceeded, a bubble curtain or other sound attenuation method as described in the National Marine Fisheries Service-approved sound attenuation monitoring plan shall be utilized to reduce sound levels below the criteria described above. If National Marine Fisheries Service sound level criteria are still exceeded with the use of attenuation methods, a National Marine Fisheries Service-approved biological monitor shall be available to conduct surveys before and during pile driving to inspect the work zone and adjacent waters for marine mammals. The monitor shall be present as specified by the National Marine Fisheries Service during impact pile driving and ensure that: – The safety zones established in the sound monitoring plan for the protection of marine mammals are maintained. – Work activities are halted when a marine mammal enters a safety zone and resumed only after the animal has been gone from the area for a minimum of 15 minutes. This noise level limit shall be coordinated with vibration limits required under Mitigation Measures M-NO-4a, Construction Vibration Monitoring, M-NO-4b, Vibration Control Measures During Controlled Blasting and Pile Driving, and M-NO-4c, Vibration Control Measures During Use of Vibratory Equipment, to ensure that the lowest of the specified vibration limits is ultimately implemented.				
Mitigation Measure M-BI-7: Compensation for Fill of Jurisdictional Waters The project sponsor shall provide compensatory mitigation for placement of fill associated with maintenance or installation of new structures in the San Francisco Bay as further determined by the regulatory agencies with authority over the bay during the permitting process. Compensation may include onsite or offsite shoreline improvements or intertidal/subtidal habitat enhancements along San Francisco's waterfront through removal of chemically treated wood material (e.g., pilings, decking, etc.) by pulling, cutting, or breaking off piles at least 1 foot below mudline or removal of other unengineered debris (e.g., concrete-filled drums or large pieces of concrete).	Project sponsor	Prior to project construction and during the permitting process	ERO and regulatory agencies with authority over the bay during the permitting process	Considered complete when bay related fill permits are issued and compensatory mitigation accepted by regulatory agencies

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
Initial Study E.3 Cultural Resources				
Mitigation Measure M-CR-1: Archeological Testing Based on a reasonable presumption that archeological resources may be present within the project site in locations determined to have moderate or high archeological sensitivity, 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 archeological consultant from the San Francisco rotational Department Qualified Archeological Consultants List maintained by the San Francisco Planning Department archeologist. The project sponsor shall contact the department archeologist to obtain the names and contact information for the next three archeological consultants on the list. The archeological consultant shall undertake an archeological testing program as specified herein. In addition, the consultant 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 with this measure at the direction of the City's appointed project 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 review officer, 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).	Project sponsor and Planning Department archeologist or a qualified archeological consultant from the Planning Department pool (archeological consultant)	Archeological consultant shall be retained prior to issuance of site permit from the Department of Building Inspection	Project sponsor to retain a qualified archeological consultant who shall report to the ERO. Qualified archeological consultant will scope archeological testing program with ERO and Planning Department staff archeologist	Considered complete when archeological consultant has approved scope from the ERO for the archeological testing program
Consultation with Descendant Communities: On discovery of an *archeological site*[7] associated with descendant Native Americans, the Overseas Chinese, or other potentially interested descendant group an *appropriate representative*[8] of the descendant group and the review officer 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 review officer 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 Archeological Resources Report shall be provided to the representative of the descendant group.	Project sponsor and/or archeological consultant	Throughout the duration of ground-disturbing activities	Project sponsor and/or archeological consultant to submit record of consultation as part of Final Archeological Resources Report, if applicable	Considered complete upon submittal to ERO of Final Archeological Resources Report, if applicable

[7] The term archeological site is intended here to minimally include any archeological deposit, feature, burial, or evidence of burial.
[8] 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 archeologist.

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
Initial Study E.3 Cultural Resources (cont.)				
Archeological Testing Program. The archeological consultant shall prepare and submit to the review officer for review and approval an archeological testing plan. The archeological testing program shall be conducted in accordance with the approved archeological testing plan. The archeological testing plan 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.	Project sponsor/ archeological consultant at the direction of the ERO.	Prior to any soils-disturbing activities on the project site.	Consultant Archeologist shall prepare and submit draft ATP to the ERO. ATP to be submitted and reviewed by the ERO prior to any soils disturbing activities on the project site.	Date ATP submitted to the ERO: _____ Date ATP approved by the ERO: _____ Date of initial soils disturbing activities: _____
At the completion of the archeological testing program, the archeological consultant shall submit a written report of the findings to the review officer. If based on the archeological testing program the archeological consultant finds that significant archeological resources may be present, the review officer in 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 review officer or the planning department archeologist. If the review officer 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 review officer determines that the archeological resource is of greater interpretive than research significance and that interpretive use of the resource is feasible.	Project sponsor/ archeological consultant at the direction of the ERO.	After completion of the Archeological Testing Program.	Archeological consultant shall submit report of the findings of the ATP to the ERO.	Date archeological findings report submitted to the ERO: _____ ERO determination of significant archeological resource present? Y N Would resource be adversely affected? Y N Additional mitigation to be undertaken by project sponsor? Y N
Archeological Monitoring Program. If the review officer 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 review officer shall meet and consult on the scope of the archeological monitoring plan reasonably prior to any project-related soils disturbing activities commencing. The review officer 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 archeological resources and to their depositional context;	Project sponsor/ archeological consultant/ archeological monitor/ contractor(s), at the direction of the ERO.	ERO and archeological consultant shall meet prior to commencement of soils-disturbing activity. If the ERO determines that an Archeological Monitoring Program is necessary, monitor throughout all soils-disturbing activities.	Project sponsor/ archeological consultant/ archeological monitor/ contractor(s) shall implement the AMP, if required by the ERO.	AMP required? Y N Date: _____ Date AMP submitted to the ERO: _____ Date AMP approved by the ERO: _____

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
Initial Study E.3 Cultural Resources (cont.)				
• 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 project sponsor, archeological consultant, and the Environmental Review Officer (ERO) until the review officer 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 review officer. The archeological consultant shall immediately notify the review officer 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.				Date AMP implementation complete: _____ Date written report regarding findings of the AMP received: _____
Archeological Data Recovery Program. The archeological data recovery program shall be conducted in accord with an archeological data recovery plan. The archeological consultant, project sponsor, and ERO shall meet and consult on the scope of the archeological data recovery plan prior to preparation of a draft plan. The archeological consultant shall submit a draft plan to the ERO. The archeological data recovery plan shall identify how the proposed data recovery program will preserve the significant information the archeological resource is expected to contain. That is, the archeological data recovery plan 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.	Archeological consultant, as directed by the ERO	If there is a determination that an ADRP program is required, conduct ADRP throughout all soils-disturbing activities.	Project sponsor/ archeological consultant/ archeological monitor/ contractor(s) shall prepare an ADRP if required by the ERO.	ADRP required? Y N Date: _____ Date of scoping meeting for ARDP: _____ Date Draft ARDP submitted to the ERO: _____

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
Initial Study E.3 Cultural Resources (cont.)				
The scope of the archeological data recovery plan 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 onsite/offsite 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.				Date ARDP approved by the ERO: _____ Date ARDP implementation complete: _____
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 who shall appoint a Most Likely Descendant (Public Resource Code section 5097.98). The ERO shall also be immediately notified upon discovery of human remains. The archeological consultant, project sponsor, ERO, and a most likely descendant 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 a most likely descendant. 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 Resource Code section 5097.98).	Project sponsor, contractor, Planning Department's archeologist or archaeological consultant, and ERO	Throughout the duration of ground-disturbing activities	Project sponsor to notify ERO, Coroner, and, if applicable, NAHC of any discovery of human remains	Considered complete upon completion of ground-disturbing activities

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
Initial Study E.3 Cultural Resources (cont.)				
Final Archeological Resources Report. The archeological consultant shall submit a Draft Final Archeological Resources Report 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//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 Final Archeological Resources Report shall be distributed as follows: California Historical Resource Information System Northwest Information Center shall receive one (1) copy and the ERO shall receive a copy of the transmittal of the report to the Northwest Information Center. The San Francisco Planning Department Environmental Planning Division shall receive one bound, one unbound and one unlocked, searchable PDF copy on CD of the report along with copies of any formal site recordation forms (California Department of Parks and Recreation 523 form) 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.	Archeological consultant	Prior to the issuance of the last certificate of occupancy for the proposed project	ERO	Considered complete upon submittal to ERO and other repositories identified in mitigation measure of Final Archeological Resources Report
Mitigation Measure M-CR-3: Tribal Cultural Resources Interpretive Program If the ERO determines that a significant archeological resource is present, and if in consultation with the affiliated Native American tribal representatives, the review officer determines that the resource constitutes a tribal cultural resource and that the resource could be adversely affected by the proposed project, the proposed project shall be redesigned so as to avoid any adverse effect on the significant tribal cultural resource, if feasible. If the ERO, in consultation with the affiliated Native American tribal representatives, determines that preservation-in-place of the tribal cultural resources is not a sufficient or feasible option, the project sponsor shall implement an interpretive program of the tribal cultural resource in consultation with affiliated tribal representatives. An interpretive plan produced in consultation with the ERO and affiliated tribal representatives, at a minimum, and approved by the ERO would be required to implement the interpretive program. The plan shall identify, as appropriate, 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.	Project sponsor in consultation with tribal representative(s), as directed by the ERO	If directed by the ERO to implement an interpretive program, approval of interpretive plan prior to the issuance of the certificate of occupancy for the proposed building affecting the relevant Tribal Cultural Resource	ERO	Considered complete upon implementation of any required interpretive program

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
Initial Study E.13 Geology and Soils				
Mitigation Measure M-GE-6: Paleontological Resources Monitoring and Mitigation Program Prior to issuance of a building permit for construction activities that would disturb the deep fill area, where Pleistocene-aged sediments, which may include Colma Formation, bay mud, bay clay, and older beach deposits (based on the site-specific geotechnical investigation or other available information) may be present, the project sponsor shall retain the services of a qualified paleontological consultant having expertise in California paleontology to design and implement a Paleontological Resources Monitoring and Mitigation Program. The program shall specify the timing and specific locations where construction monitoring would be required; inadvertent discovery procedures; sampling and data recovery procedures; procedures for the preparation, identification, analysis, and curation of fossil specimens and data recovered; preconstruction coordination procedures; and procedures for reporting the results of the monitoring program. The program shall be consistent with the Society for Vertebrate Paleontology Standard Guidelines for the mitigation of construction-related adverse impacts to paleontological resources and the requirements of the designated repository for any fossils collected. During construction, earth-moving activities that have the potential to disturb previously undisturbed native sediment or sedimentary rocks shall be monitored by a qualified paleontological consultant having expertise in California paleontology. Monitoring need not be conducted when construction activities would encounter artificial fill, Young Bay Mud, or non-sedimentary rocks of the Franciscan Complex. If a paleontological resource is discovered, construction activities in an appropriate buffer around the discovery site shall be suspended for a maximum of 4 weeks. At the direction of the Environmental Review Officer (ERO), the suspension of construction can be extended beyond four (4) weeks if needed to implement appropriate measures in accordance with the program, but only if such a suspension is the only feasible means to prevent an adverse impact on the paleontological resource. The paleontological consultant's work shall be conducted at the direction of the City's environmental review officer. Plans and reports prepared by the consultant 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.	Project sponsor and a qualified paleontological consultant	Prior to issuance of a demolition or building permit	ERO	Considered complete upon completion of project construction

TABLE B
IMPROVEMENT MEASURES ADOPTED AS CONDITIONS OF APPROVAL

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.E Transportation and Circulation				
Improvement Measure I-TR-A: Construction Management Plan and Public Updates • ***Construction Management Plan***—The project sponsor will develop and, upon review and approval by the San Francisco Municipal Transportation Agency (SFMTA) and San Francisco 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, the regulations, or provisions set forth by the SFMTA, Public Works, or other City departments and agencies, and the California Department of Transportation. Management practices could include: best practices for accommodating pedestrians and bicyclists, identifying routes for construction trucks to utilize, actively managing construction truck traffic, and minimizing delivery and haul truck trips during the morning (7 a.m. to 9 a.m.) and evening (4 p.m. to 6 p.m.) peak periods (or other times, as determined by the SFMTA). If construction of the proposed project is determined to overlap with nearby adjacent project(s) using the same truck access routes in the project vicinity, the project sponsor or its contractor(s) will consult with various City departments, as deemed necessary by the SFMTA, Public Works, and the Planning Department, to develop a Coordinated Construction Truck Routing Plan to minimize the severity of any disruption of access to land uses and transportation facilities. The plan will identify optimal truck routes between the regional facilities and the project sites, taking into consideration truck routes of other development and infrastructure projects and any construction activities affecting the roadway network. • ***Carpool, Bicycle, Walk, and Transit Access for Construction Workers***—To minimize parking demand and vehicle trips associated with construction workers, the construction contractor will include as part of the Construction Management Plan methods to encourage carpooling, bicycle, walk and transit access to the project site by construction workers. These methods could include providing secure bicycle parking spaces, participating in free-to-employee and employer ride matching program from www.511.org, participating in the emergency ride home program through the City of San Francisco (www.sferh.org), and providing transit information to construction workers. • ***Project Construction Updates for Nearby Businesses and Residents***—To minimize construction impacts on access to nearby residences and businesses, the project sponsor will provide nearby residences and adjacent businesses with regularly-updated information regarding project construction, including construction activities, peak construction vehicle activities, travel lane closures, and parking lane and sidewalk closures (e.g., via the project's website). A regular email notice will be distributed by the project sponsor that would provide current construction information of interest to neighbors, as well as contact information for specific construction inquiries or concerns.	Project sponsor, construction contractor, SFMTA, SF Public Works, as directed by the ERO	Prior to the issuance of a site permit, demolition permit, or any other permit from the Department of Building Inspection	SFMTA, SF Public Works, Planning Department	Considered complete upon completion of project construction

TABLE B (CONTINUED)
IMPROVEMENT MEASURES ADOPTED AS CONDITIONS OF APPROVAL

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.E Transportation and Circulation (cont.)				
Improvement Measure I-TR-B: Monitoring and Abatement of Queues As an improvement measure to reduce the potential for queuing of vehicles accessing the project garages, it will be the responsibility of the project sponsor to ensure that recurring vehicle queues or vehicle conflicts do not occur adjacent to garage entries. A vehicle queue is defined as one or more vehicles blocking any portion of adjacent sidewalks, bicycle lanes, or travel lanes for a consecutive period of three minutes or longer on a daily and/or weekly basis. If recurring queuing occurs, the owner/operator of the facility will 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 onsite queue capacity; employment of parking attendants; installation of "GARAGE FULL" signs with active management by parking attendants; use of valet parking or other space-efficient parking techniques; use of other garages on the project site; use of parking occupancy sensors and signage directing drivers to available spaces; travel demand management strategies; and/or parking demand management strategies such as parking time limits, paid parking, time-of-day parking surcharge, or validated parking. If the planning director, or his or her designee, determines that a recurring queue or conflict may be present, the planning department will notify the project sponsor in writing. Upon request, the owner/operator will hire a qualified transportation consultant to evaluate the conditions at the site for no less than seven days. The consultant will prepare a monitoring report to be submitted to the planning department for review. If the planning department determines that a recurring queue or conflict does exist, the project sponsor will have 90 days from the date or the written determination to abate the recurring queue or conflict.	Project sponsor, qualified transportation consultant, as directed by the ERO	Ongoing during project operation; if/when a vehicle queue is identified as reoccurring	ERO or other Planning Department staff	Monitoring of the public right-of-way would be on-going by the owner/operator of off-street parking operations; considered complete upon abatement of the recurring queue or conflict
EIR Section 4.F Noise and Vibration				
Improvement Measure I-NO-A, Nighttime Construction Noise Control Measures The following shall occur to reduce potential conflicts between nighttime construction activities on the project site and residents of the Pier 70 project: • Nighttime construction noise shall be limited to 10 dBA above ambient levels at 25 feet from the edge of the Power Station project boundary. • Temporary noise barriers installed in the line-of-sight between the location of construction and any occupied residential uses. • Construction contractor(s) shall be required to make best efforts to complete the loudest construction activities before 8 p.m. and after 7 a.m.	Project sponsor and construction contractor	During the construction	Planning Department, Department of Building Inspection (as requested and/or on complaint basis)	Considered complete at the completion of project construction

TABLE B (CONTINUED)
IMPROVEMENT MEASURES ADOPTED AS CONDITIONS OF APPROVAL

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.F Noise and Vibration (cont.)				
• Further, notices shall be provided to be mailed or, if possible, emailed to residents of the Pier 70 project at least 10 days prior to the date any nighttime construction activities are scheduled to occur and again within three days of commencing such work. Such notice shall include: i. a description of the work to be performed; ii. two 24-7 emergency contact names and cell phone numbers; iii. the exact dates and times when the night work will be performed; iv. the name(s) of the contractor(s); and v. the measures that the contractor will perform to reduce or mitigate night noise. • In addition to the foregoing, the Developer shall work with building managers of occupied residential buildings in the Pier 70 project to post a notification with the aforementioned information in the lobby and other public meeting areas in the building.				
Improvement Measure I-NO-B: Avoidance of Residential Streets Trucks should be required to use routes and queuing and loading areas that avoid existing and planned residential uses to the maximum extent feasible, including existing residential development on Third Street (north of 23rd Street), existing residential development on Illinois Street (north of 20th Street), and planned Pier 70 residential development (north of 22nd Street).	Project sponsor and construction contractor	During the construction	Planning Department, Department of Building Inspection	Considered complete at the completion of project construction
Improvement Measure I-NO-C: Design of Future Noise-Generating Uses near Residential Uses: The following improvement measures will be implemented to reduce the potential for disturbance of Pier 70 residents from other traffic-related, noise-generating activities located near the northern PPS site boundary: a. *Design of Building Loading Docks and Trash Enclosures.* To minimize the potential for sleep disturbance at any potential adjacent residential uses, exterior facilities such as loading areas / docks and trash enclosures associated with any non-residential uses along Craig Lane, shall be located on sides of buildings facing away from existing or planned Residential or Child Care uses, if feasible. If infeasible, these types of facilities associated with non-residential uses along Craig Lane shall be enclosed. If residential uses exist or are planned on Craig Lane, on-street loading activities on Craig Lane shall occur between the hours of 7:00 a.m. and 8:00 p.m. on weekdays, and 9:00 a.m. to 8:00 p.m. on Saturdays, Sundays, and federal holidays. Off-street loading outside of these hours shall only be permitted only if such loading occurs entirely within enclosed buildings. b. *Design of Above-Ground Parking Structure.* Any parking structure shall be designed to shield existing or planned residential uses from noise and light associated with parking cars. c. *Restrict Hours of Operation of Loading Activities on Craig Lane.* To reduce potential conflicts between loading activities for commercial uses and potential residential uses, the project	Project sponsor and acoustical design consultant	Prior to approval of a building permit for development along the northern site boundary (adjacent to Pier 70) (a. and b.) Ongoing (c.)	Planning Department, Department of Building Inspection, and SFMTA	Considered complete at the completion of project construction (a. and b.), and for (c), upon completion of the Covenants, Conditions, and Restrictions applicable to the project site document

TABLE B (CONTINUED)
IMPROVEMENT MEASURES ADOPTED AS CONDITIONS OF APPROVAL

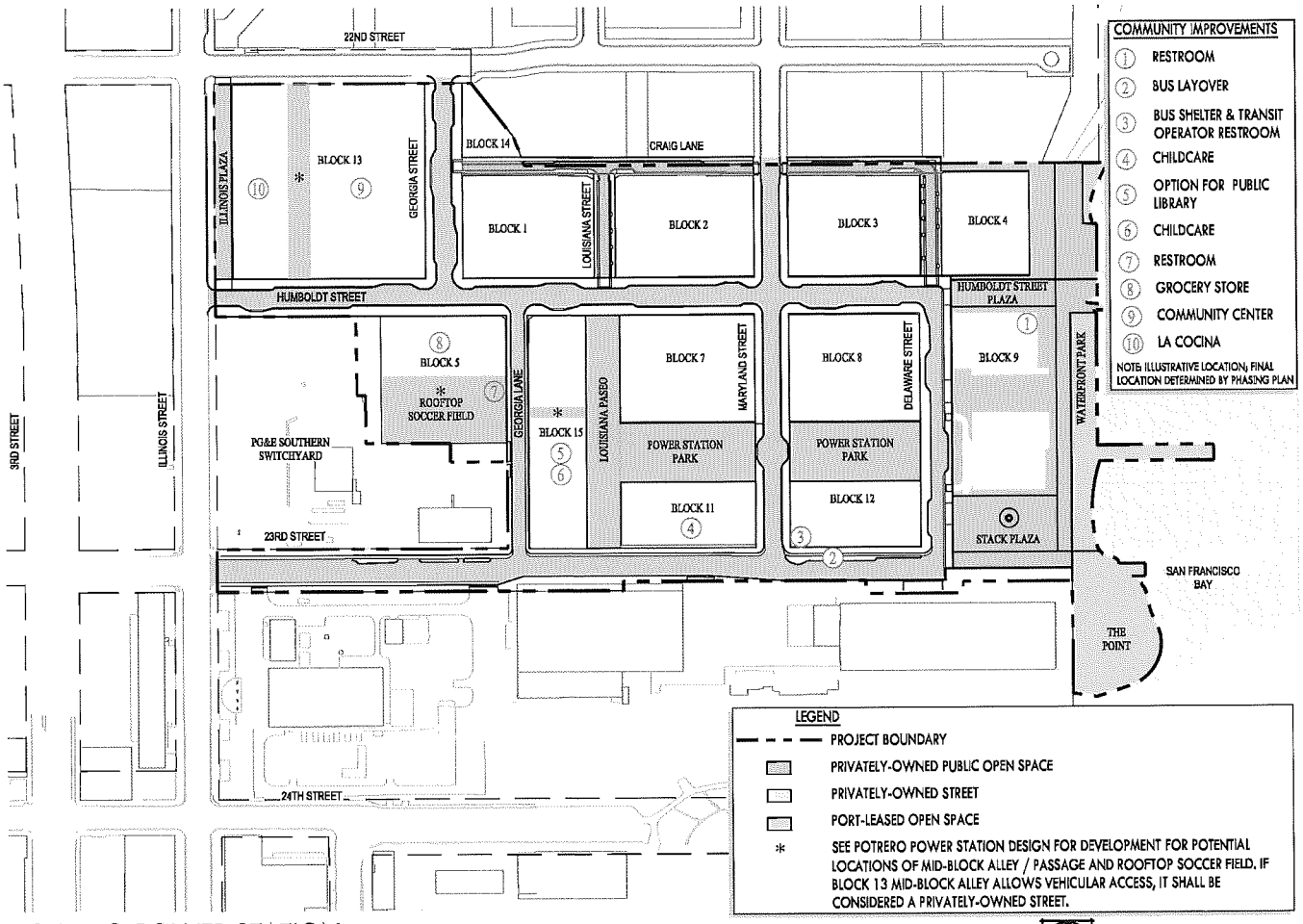
Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.F Noise and Vibration (cont.)				
sponsor will seek to restrict loading activities on Craig Lane to occur only between the hours of 7 a.m. and 8 p.m. In the event Craig Lane is a private street, such restriction may be included in the Covenants, Conditions, and Restrictions applicable to the project site. If San Francisco Public Works accepts Craig Lane, the project sponsor will seek to have SFMTA impose these restrictions.				
EIR Section 4.H Wind and Shadow				
Improvement Measure I-WS-1: Wind Reduction Features for Block 1 As part of the schematic design of building(s) on Block 1, the project sponsor and the Block 1 architect(s) should consult with a qualified wind consultant regarding design treatments to minimize pedestrian-level winds created by development on Block 1, with a focus on the southwest corner of the block. Design treatments could include, but need not be limited to, inclusion of podium setbacks, terraces, architectural canopies or screens, vertical or horizontal fins, chamfered corners, and other articulations to the building façade. If such building design measures are found not to be effective, landscaping (trees and shrubs), street furniture, and ground-level fences or screens may be considered. If recommended by the qualified wind consultant, the project sponsor should subject the building(s) proposed for this block to wind tunnel testing prior to the completion of schematic design. The goal of this measure is to improve pedestrian wind conditions resulting from the development of Block 1. The project sponsor should incorporate into the design of the Block 1 building(s) any wind reduction features recommended by the qualified wind consultant.	Project sponsor, architect and qualified wind consultant	Prior to Design Approval for Block 1	Planning Department, Department of Building Inspection, or ERO	Considered complete upon issuance of Block 1 Design Approval

Exhibit K
Port Lease

TO BE PROVIDED

Exhibit L
Privately-Owned Community Improvements

Exhibit L-1
Map of Privately-Owned Community Improvements



POTRERO POWER STATION
EXHIBIT L-1: PRIVATELY OWNED COMMUNITY IMPROVEMENTS

Exhibit L-2
Regulations Regarding Access to and Maintenance of Certain Privately-Owned Community Improvements

Exhibit L-2
Regulations Regarding Access and Maintenance of Certain Privately-Owned Community Improvements and Port-Leased Public Access Areas

These Regulations ("**Regulations**"), inclusive of the "Code of Conduct" set forth herein, shall govern the use, maintenance, and operations of those certain Privately-Owned Community Improvements that are also Parks and Open Spaces (each, a "**Privately-Owned Public Open Space**" and collectively, the "**Privately-Owned Public Open Spaces**"). These Regulations also govern the use, maintenance, and operations of the Port-Leased Public Access Areas that are also Parks and Open Spaces (the "**Port-Leased Open Space**"). The Privately-Owned Public Open Spaces and Port-Leased Open Spaces are collectively defined as the "**Public Access Open Space Areas**".

The Privately-Owned Public Open Spaces are Power Station Park, Humboldt Street Plaza, Block 9 Open Space (including Turbine Plaza and the Block 9 publicly accessible restroom), Stack Plaza, Louisiana Paseo, Illinois Street Plaza, the Soccer Field (including the publicly accessible restroom to be provided in close proximity to the Soccer Field), and portions of Waterfront Park and the Point (all as defined in the Phasing Plan and the Design for Development), as well as the Mid-Block Passage on Block 15 and the potential Mid-Block Alley on Block 13 (unless the Mid-Block Alley on Block 13 is open to vehicle traffic). The Port-Leased Open Space is portions of Waterfront Park and the Point. The Privately-Owned Public Open Spaces and the Port-Leased Open Space are shown on Exhibit L-1.

These Regulations shall be incorporated into the form of CC&Rs recorded against the Project Site. The CC&Rs shall require that the Master Association shall post notice online inviting neighborhood organizations and members of the public to a minimum of one (1) of the Master Association's meetings held per year. Such notice also shall be provided to the Planning Department. At such meeting, the Master Association shall provide the opportunity for the City or members of such neighborhood organizations to comment on the Master Association's use, maintenance, and/or operation of the Privately-Owned Public Open Spaces.

I. USE AND OPERATION OF PUBLIC ACCESS OPEN SPACE AREAS

A. Authority

1. Developer and Master Association

The Developer and/or Master Association have authority to control, manage, and operate the Privately-Owned Public Open Spaces, subject to the Development Agreement, inclusive of the Regulations set forth in this Exhibit L-2.

B. Monitoring and Reporting.

One year from the completion and opening of any Privately-Owned Public Open Space, and then every three years thereafter, the Master Association shall submit a maintenance and operations report to the Zoning Administrator for review by the Planning Department. At a minimum the maintenance and operations report shall include:

1. A description of the amenities, and list of events and programming with dates, and any changes to the design or programing during the reporting period;

2. If the design of the Privately-Owned Public Open Space was altered during the reporting period, a plan of the Privately-Owned Public Open Space, including the location of amenities, food service, landscape, furnishing, lighting, and signage;

3. Photos of the existing Privately-Owned Public Open Space at time of reporting;

4. Description of access to the Privately-Owned Public Open Space, if it changed during the reporting period;

5. A schedule of the means and hours of access, if changed during the reporting period, and all temporary closures occurring during the reporting period;

6. A schedule of completed maintenance activities during the reporting period;

7. A schedule of proposed maintenance activities for the next reporting period; and

8. Contact information for a community liaison officer.

C. Public Use

Upon completion of the Privately-Owned Public Open Spaces in accordance with the Development Agreement and Phasing Plan, Developer and/or Master Association shall offer, in perpetuity, the Privately-Owned Public Open Spaces for the use, enjoyment and benefit of the public for open space and recreational purposes only, including leisure, social activities, picnics, playgrounds, sports, and authorized special events, as applicable and as set forth in these Regulations and the Design for Development; provided, however, that Developer may use the Privately-Owned Public Open Spaces for temporary construction staging related to adjacent development (during which time the subject Privately-Owned Public Open Space shall not be used by the public). The Port-Owned Open Spaces shall be offered by the Developer and/or Master Association to the public for those uses consistent with the Public Trust and the Port Lease.

D. No Discrimination

Developer and/or Master Association shall not discriminate against or segregate any person or group of persons, on account of race, color, religion, creed, national origin, gender, ancestry, sex, sexual orientation, age, disability, medical condition, marital status, or acquired immune deficiency syndrome, acquired or perceived, in the use, occupancy, tenure, or enjoyment of the Privately-Owned Public Open Spaces. The requirements of Section 38.1(a) of the Port Lease ("Non-Discrimination") shall apply to the Port-Leased Open Space.

E. Maintenance Standard

The Privately-Owned Public Open Spaces shall be operated, managed, and maintained in a clean and safe condition in accordance with the anticipated and foreseeable use thereof. The Port-Leased Open Spaces shall be maintained in accordance with the Port Lease.

F. Rooftop Privately-Owned Public Open Space

Where Privately-Owned Public Open Space is provided in connection with Retail structures on the rooftop of a majority non-residential building (excluding Block 9), such Open Space shall comply with Planning Code Section 138(d)(1), and shall be open to the public, at a minimum, during operating hours of the associated Retail space.

G. Scheduling of Active Recreational Activities for the Soccer Field and the Power Station Park Fields

The Soccer Field, sized to accommodate at least a U-10 field, shall be provided on either the roof of the district parking structure on one of Blocks 1, 5, or 13, or in another location on the Project Site, as further described in the Phasing Plan and Design for Development ("**D4D**"). During all operating hours, use of the Soccer Field will be reservable through the City's Recreation and Parks Department ("**SFRPD**") reservation system for sports activities, including for sport leagues. SFRPD shall maintain an up-to-date schedule for this facility, available to view regularly by Developer and/or Master Association, and the public. The SFRPD shall assess fees for the use of the Soccer Field (the "**SFRPD Reservation Fees**") in an amount commensurate with fees typically assessed by SFRPD for similar facilities. However, as neither the SFRPD nor the City shall be liable or responsible for carrying out or funding any maintenance obligations to the Soccer Field, any SFRPD Reservation Fees collected by SFRPD that exceed its administrative costs for the Soccer Field reservation system shall be paid to the Developer and/or Master Association. Developer and/or Master Association shall be responsible for carrying out and funding ongoing maintenance of the Soccer Field. SFRPD may propose to Developer and/or Master Association and undertake, at the expense of SFRPD or in collaboration with Developer and/or Master Association, minor capital improvements or installation of equipment and furnishings to enhance public usage of the facility over time, subject to review and approval by Developer and/or Master Association, which approval shall not be unreasonably withheld.

Power Station Park contains multi-purpose grass areas that are not programmed or striped for any specific sport or purpose (the "**Power Station Park Fields**"). The Power Station Park Fields are sufficiently sized to accommodate two youth U-6 soccer fields. Use of the Power Station Park Fields will be reservable through a system established and managed by the Developer and/or Master Association, or, at the election of the Developer and/or Master Association, the SFRPD reservation system. Use of the Power Station Park Fields shall be available for reservation for soccer or other active recreation uses for no fewer than three consecutive hours per day between the hours of 3pm and 7pm Monday through Friday and between 9am and 6pm on weekends. Developer and/or Master Association may assess fees for the use of the Power Station Park Fields in an amount commensurate with fees typically assessed by SFRPD for similar facilities..

H. Reservation System for Port-Leased Open Spaces

Port and Developer shall cooperate in good faith with respect to any process by which members of the public reserve open spaces and associated facilities within the Port-Leased Open Spaces, including any open recreation areas or areas designed for group gatherings (both of which may be used by groups for activities including, but not limited to, yoga, tai chi, or badminton) and picnic tables. Port and Developer shall provide an online reservation system for the same that is linked to a broader City reservation system, such as the SFRPD website, similar to what is currently provided for other non-SFRPD open spaces located on Port property. Notwithstanding the foregoing, all reservation procedures within the Port-Leased Open Spaces shall be consistent with the Port Lease.

I. Temporary Closure of Public Access Open Space Areas

Developer and/or Master Association shall have the right, without obtaining the prior consent of the City or any other person or entity, to temporarily close any or all of the Public Access Open Space Areas to the public from time to time for one of the following three reasons. In each instance, such temporary closure shall continue for as long as Developer and/or Master Association reasonably deems necessary to address the circumstances below:

1. Emergency

In the event of an emergency or danger to the public health or safety created from whatever cause (including, but not limited to, flood, storm, fire, earthquake, explosion, accident, criminal activity, riot, civil disturbances, civil unrest, unlawful assembly), Developer and/or Master Association may temporarily close the Public Access Open Space Areas (or affected portions thereof) in any manner deemed necessary or desirable to promote public safety, security, and the protection of persons and property.

2. Maintenance and Repairs

Developer and/or Master Association may temporarily close the Public Access Open Space Areas (or affected portions thereof) in order to make any repairs or perform any maintenance as Developer and/or Master Association, in its reasonable discretion, deems necessary or desirable to repair, maintain, or operate the Public Access Open Space Areas; provided such closure may not impede emergency vehicle access.

3. Special Events

Developer and/or Master Association shall have the right to close temporarily to the public all or any portion of any Privately-Owned Public Open Space per the allowances described below, and as summarized in Figure L-2.1, in connection with the use of the subject Privately-Owned Public Open Space for a private or public special event such as fundraisers, picnics, concerts, and weddings (each, a "**Special Event**" and collectively, "**Special Events**"). All Special Events must comply with all applicable laws and are subject to any required approvals or permits from applicable City Agencies with jurisdiction over the Special Event. Prior to closing any Privately-Owned Public Open Space for a Special Event, a notice of the closure shall be posted at all major entrances to the subject Privately-Owned Public Open Space for a period of seventy-two (72) hours

prior to the Special Event. Figure L-2.2 depicts the areas within the subject Privately-Owned Public Open Spaces that may be closed for Special Events. Developer and/or Master Association may require payment of a permit fee or other charge for use of any Privately-Owned Public Open Space for Special Events. Such permit fee or other charge shall be commensurate with the permit fees charged by SFRPD for use of comparable City-owned facilities. Developer and/or Master Association shall provide discounts from regular permit fee amounts to non-profit or community organizations consistent with any discounts provided by SFRPD for similar open space facilities, so long as such discounts are provided by SFRPD on a Citywide basis.

A. Power Station Park

Developer and/or Master Association shall have the right to close temporarily to the public the portions of Power Station Park East and any portion of Power Station Park West that does not include a play structure as shown in Figure L-2.2 of this Exhibit for a period of up to forty-eight (48) consecutive hours, no more than one time per month, up to a cumulative maximum of 6 (six) events per year per space. Any temporary closure must provide a minimum 10 (ten) feet clear pedestrian passage that traverses the length of the entire space and is free and open to the public for access to all adjacent buildings and uses. Temporary closures shall not be permitted on Saturdays and Sundays between the hours of 7am and 6pm more than two times per year.

B. Stack Plaza

Developer and/or Master Association shall have the right to close temporarily the portions of Stack Plaza for non-closure and special events that are open to the public as described in Figure L-2.1 and shown in Figure L-2.2 of this Exhibit for a period of up to forty-eight (48) consecutive hours, no more than one time per month, up to a cumulative maximum of 6 (six) events per year . Any temporary closure must provide a minimum 10 (ten) feet clear pedestrian passage that traverses the length of the entire space and is free and open to the public for access to all adjacent buildings and uses. Temporary closures shall not be permitted on Saturdays and Sundays between the hours of 7am and 6pm more than two times per year.

C. Humboldt Street Plaza and Illinois Street Plaza

Developer and/or Master Association shall have the right to close temporarily all or any portion of Humboldt Street Plaza and Illinois Street Plaza for non-closure and special events that are open to the public as described in Figure L-2.1 and shown in Figure L-2.2 of this Exhibit for a period of up to forty-eight (48) consecutive hours, no more than two times per month, up to a cumulative maximum of 10 (ten) events per year. Any temporary closure in the Humboldt Street Plaza and/or Illinois Street Plaza must provide a minimum 10 (ten) feet clear pedestrian passage that traverses the entire space and that is free and open to the public for access to adjacent buildings and uses.

D. Louisiana Paseo/Mid-Block Passage (Block 15)/Mid-Block Alley (Block 13)

Developer and/or Master Association shall have the right to close temporarily to the public the portions of Louisiana Paseo, the Mid-Block Passage on Block 15, and the Mid-Block Alley on Block 13 as shown in Figure L-2.2 of this Exhibit for a period of up to forty-eight (48) consecutive hours, no more than two times per month, up to a cumulative maximum of 10 (ten) events per year

per space. Any temporary closure must provide a minimum 10 (ten) feet clear pedestrian passage that traverses the length of the entire space and is free and open to the public for access to all adjacent buildings and uses.

E. Block 9 Open Space (including Turbine Plaza)

Developer and/or Master Association shall have the right to close temporarily to the public all or any portion of Block 9 Open Space, except for any portion(s) of the open space used for outdoor food service areas, for a period of up to twelve (12) consecutive hours, four times per month, up to a maximum of 40 (forty) events per year.

F. Waterfront Park and the Point

Temporary closures related to Special Events shall not be permitted on the Bay Trail or in any shoreline parks and open spaces east (bay side) of the Bay Trail. Non-closure events described in Section I.H(2) are permitted.

J. Operation of the Public Access Open Space Areas

Operation of the Public Access Open Space Areas shall be subject to the additional requirements of this Section I.I.

1. Hours of Operation

Except as otherwise stated herein, the Public Access Open Space Areas shall be open and accessible to the public seven (7) days per week from 5 am until 12 am, unless reduced hours are (i) approved in writing by the City or Port (as applicable), (ii) otherwise expressly provided for in this Exhibit (including, without limitation, Section I.H of these Regulations), or (iii) reasonably imposed by Developer and/or Master Association, with the City or Port's reasonable consent (for the Privately-Owned Public Open Spaces and Port-Leased Open Spaces, respectively), to address security concerns. Notwithstanding the above provisions in this subsection, the portions of the Public Access Open Space Areas shown on Figure L-2.3, that function as primary paths of pedestrian and/or vehicular travel (and bicycle travel in the case of the Bay Trail) through the site and provide access to adjacent buildings and uses, shall be open to public passage 24 hours per day every day.

2. Non-Closure Events

Members of the public or other entities sponsoring events ("**Event Sponsors**") shall have the right to request the use of the Privately-Owned Public Open Spaces for privately- or publicly-sponsored Special Events, including meetings, festivals, gatherings, assemblies, celebrations, festivals, receptions, seminars, lectures, fitness classes, concerts, art displays, exhibits, booths for charitable, patriotic or welfare purposes, conventions, and open air sale of agriculturally produced seasonal decorations, such as Christmas trees and Halloween pumpkins, that do not require the closure of any portion of the Privately-Owned Public Open Spaces to the public (collectively, the "**Non-Closure Events**"). All Non-Closure Events must be approved in advance by Developer and/or Master Association and are subject to any required approvals or permits from applicable City Agencies with jurisdiction over the Non-Closure Event. It shall be the sole responsibility of the

requesting member of the public to obtain any such required permits or approvals. Developer and/or Master Association may require payment in the form of a permit fee or other charge for use of the Privately-Owned Public Open Spaces for Non-Closure Events, so long as the permit fee or use charge does not exceed the reasonable costs for administration, maintenance, security, liability, and repairs associated with such event. Developer and/or Master Association shall post on the Internet a clear explanation of the application process and criteria for review and approval of such Non-Closure Events, including related fees, and make available such criteria and application forms to the Planning Director for the purpose of the Department or other City entity or Agency publishing such criteria and application forms if they so choose.

a. Good Neighbor Policies

Event Sponsors shall manage the Privately-Owned Public Open Spaces in accordance with the following good neighbor policies during the Non-Closure Event:

(a) The quiet, safety, and cleanliness of the space and its adjacent area shall be maintained in accordance with these Regulations;

(b) Proper and adequate storage and disposal of debris and garbage shall be provided;

(c) Noise and odors, unless otherwise permitted, shall be contained within the immediate area of the Privately-Owned Public Space so as not to be a nuisance to neighbors;

(d) Notices shall be prominently displayed during Non-Closure Events urging patrons to: (i) leave the Privately-Owned Public Open Space and neighborhood in a quiet, peaceful, and orderly fashion; (ii) remove all litter; and (iii) avoid blocking driveways in the neighborhood. Such notices shall be removed promptly after each Non-Closure Event.

(e) The Event Sponsor or its employees or volunteers shall walk a 100-foot radius from the edge of the Privately-Owned Public Open Space within thirty (30) minutes after the Non-Closure event has ended and shall pick up and dispose of any discarded beverage containers and other trash left by patrons.

3. Signage and Permissive Use

Developer and/or Master Association must post at each entrance to each Privately-Owned Public Open Space a sign indicating that such space is a public space available for public use. Such sign shall meet the minimum standards for design, location, and content otherwise applicable to such signage for spaces under Planning Code Section 138 and as it may be periodically amended. Developer and/or Master Association may also post at each entrance to each Privately-Owned Public Open Space, or at intervals of approximately 200 feet along the boundary, signs reading substantially as follows: "Right to pass by permission, and subject to control of owner: Section 1008, Civil Code." Notwithstanding the posting of any such sign, no use by the public nor any person of any portion of any Privately-Owned Public Open Space for any purpose or period of time shall be construed, interpreted, or deemed to create any rights or interests to or in any

Privately-Owned Public Open Space other than the rights and interests expressly granted in this Development Agreement. The right of the public or any person to make any use whatsoever of any Privately-Owned Public Open Space or any portion thereof is not meant to be an implied dedication for the benefit of, or to create any rights or interests in, any third parties.

4. Project Security During Period of Non-Access

Developer and/or Master Association shall have the right to: (A) block entrances to all Privately-Owned Public Open Spaces; (B) install and operate security devices; and (C) maintain security personnel in and around the Privately-Owned Public Open Spaces to prevent the entry of persons or vehicles during the time periods when public access to the Privately-Owned Public Open Spaces or any portion thereof is restricted or not permitted pursuant to this Development Agreement. Any proposal to install permanent architectural features that serve as security devices, such as gates and fences, shall be subject to City design review and approval (including by SFFD, as appropriate), as detailed in this Development Agreement and the Special Use District.

5. Removal of Obstructions

Developer and/or Master Association shall have the right to remove and dispose of, in any lawful manner it deems appropriate, any object, including personal belongings or equipment abandoned in the Public Access Open Space Areas, left or deposited in any Public Access Open Space Areas.

6. Temporary Structures

Subject to Developer's right to use the Privately-Owned Public Open Spaces for temporary construction staging related to adjacent development as set forth in Section I.B of this Exhibit, or as otherwise permitted by the SUD, no trailer, tent, shack, or other outbuilding, or structure of a temporary character, shall be used on any portion of the Privately-Owned Public Open Spaces at any time, either temporarily or permanently; provided, however, that Developer and/or Master Association may approve the use of temporary tents, booths, and other structures in connection with Special Events or Non-Closure Events. The Port-Leased Open Space is subject to Section 9.3(b) of the Port Lease.

II. PRIVATELY-OWNED PUBLIC OPEN SPACE CODE OF CONDUCT FOR PUBLIC USE

A. Applicability

The following Potrero Power Station Open Space Code of Conduct for Public Use ("**Code of Conduct**") applies to members of the public during use of the Privately-Owned Public Open Spaces. The Code of Conduct is intended to address normal operating conditions; emergency or unusual circumstances may necessitate deviations from the Code of Conduct. The Code of Conduct is subject to update and change.

B. Arrest or Removal of Persons

Developer and/or Master Association shall have the right (but not the obligation) to use lawful means to effect the removal of any person who creates a public nuisance, who otherwise violates

the applicable Regulations of any Privately-Owned Public Open Space, or who commits any crime, including infractions or misdemeanors in or around any Privately-Owned Public Open Space.

C. Limits on Public Use

1. No Loitering

No person shall enter, remain, stay, or loiter in the Privately-Owned Public Open Spaces outside of the hours of operation, or when the Privately-Owned Public Open Spaces are closed to the public as set forth in Section I.H of this Exhibit, except persons authorized in conjunction with a Special Event or other temporary closure, or authorized service and maintenance personnel.

2. Intoxication As Cause for Exclusion

Developer and/or Master Association are authorized to order any person to stay out of or to leave a Privately-Owned Public Open Space or any building, structure, equipment, apparatus, or appliance therein when it has reasonable cause to conclude that the person so ordered: (a) Is under the influence of intoxicating liquor, any drug, or any "controlled substance" as that term is defined and described in the California Health and Safety Code, or any combination of any intoxicating liquor, drug, or controlled substance, and is in such a condition that he or she is unable to exercise care for his or her own safety or the safety of others or interferes with or obstructs or prevents the free use of a Privately-Owned Public Open Space. (b) Is consuming alcoholic beverages in violation of this Code of Conduct. (c) Is using any drug or controlled substance or any combination of any intoxicating liquor, drug, or controlled substance; (d) Is doing any act injurious to the Privately-Owned Public Open Space or any building, structure, equipment, apparatus, or appliance therein; (e) Is taking any action in violation of SF Park Code Section 4.01 and this Code of Conduct.

D. Permits, Reservations, and Rentals

1. Activities Requiring a Permit

No person shall, without a permit or written permission from SFRPD (for the Soccer Field) or the Developer and/or Master Association, as applicable and as set forth in Section I.F, I.H and/or I.I of this Exhibit, perform any of the following acts in the Privately-Owned Public Open Space:

(a) Conduct or sponsor a parade involving fifty (50) or more persons.

(b) Conduct or sponsor or engage in petitioning, leafletting, demonstrating, or soliciting when the number of petitioners, leafletters, demonstrators, or solicitors engaging in one or more of these activities involves fifty (50) or more such persons at the same time within an area circumscribed by a five hundred foot (500-foot) radius.

(c) Sell or offer for sale books, newspapers, periodicals or other printed material.

(d) Conduct or sponsor any exhibit, promotion, dramatic performance, theatrics, pantomime, dance, fair, circus, festival, juggling or other acrobatics or show of any kind or nature which has been publicized four (4) hours or more in advance.

(e) Perform any feat of skill or produce any amusement show, movie or entertainment which has been publicized four (4) hours or more in advance.

(f) Make a speech which has been publicized (4) four hours or more in advance.

(g) Conduct or sponsor a religious event involving fifty (50) or more persons.

(h) Conduct or sponsor a concert or musical performance which (1) has been publicized four (4) hours or more in advance, or (2) utilizes sound amplification equipment, or (3) involves a band or orchestra.

(i) Participate in a picnic, dance, or other social gathering involving forty-five (45) or more persons.

(j) Sell or provide food to persons, except that no permit is required when a person participating in a picnic or social gathering of forty-five (45) or fewer persons provides food to others who are also participating in the picnic or social gathering.

(k) Conduct or sponsor a race or marathon which involves twenty (25) or more persons as participants or which obstructs or interferes with the normal flow of pedestrian traffic.

(l) Conduct or sponsor any event which utilizes sound amplification equipment, as defined in Part II, Chapter VIII (Police Code) of the San Francisco Municipal Code.

(m) Conduct or sponsor an exhibition.

(n) Conduct or sponsor an animal show.

(o) Conduct a wedding ceremony.

(p) Conduct or sponsor an art show.

(q) Operate any amusement park device.

(r) Conduct or sponsor an organized kite-flying event of any club or organization.

(s) Station or erect any scaffold, stage, platform, rostrum, tower, stand, bandstand, building, fence, wall, monument, dome or other structure.

(t) Launch or land any drone, airplane, helicopter, parachute, hang glider, hot air balloon, or other machine or apparatus of aviation in the Privately-Owned Public Open Space, or bring into the Privately-Owned Public Open Space any balloon with a diameter of more than six (6) feet or a gas capacity of more than one hundred fifteen (115) cubic feet.

(u) Bring or cause to be brought, for the purposes of sale or barter, or have for sale, or sell or exchange, or offer for sale or exchange any goods, wares, or merchandise.

(v) Construct or maintain or inhabit any structure, tent, or any other thing in the Privately-Owned Public Open Space that may be used for housing accommodations or camping, and construct or maintain any device that can be used for cooking, nor shall any person construct or maintain any device that can be used for cooking, except with permission from the Developer and/or Master Association. No person shall modify the landscape in any way in order to create a shelter or accumulate household furniture or appliances or construction debris in a Privately-Owned Public Open Space.

(w) Engage in commercial photography, filming, or recording in the Privately-Owned Public Open Space.

(x) Conduct a farmers' market.

(y) Bring any animal into the Privately-Owned Public Open Space, other than a dog or other domesticated animal, or guide, signal, or support animal.

(z) Provide instruction in any athletic activity for compensation.

2. Additional Activities Requiring a Permit

Developer and/or Master Association shall have the authority to require a permit or written permission for additional activities in the Privately-Owned Public Open Space when such a requirement furthers the purposes set forth in the Code of Conduct or the Municipal Code. A list of the additional activities for which permits are required shall be posted in the Privately-Owned Public Open Space, filed with the SFRPD, and made available to the public upon request.

E. Rules Regarding Conduct

1. Rules to Be Obeyed

No person shall willfully disobey or violate any of the Regulations governing the use and enjoyment by the public of the Privately-Owned Public Open Spaces, or of any building, structure, equipment, apparatus or appliance in the Privately-Owned Public Open Spaces, which Regulations, at the time, are posted in some conspicuous place in that area or at an entrance to the Privately-Owned Public Open Space(s), or in or near the building, structure, equipment, apparatus, or appliance to which the Regulation applies.

2. Signs to Be Obeyed

No person shall willfully disobey the notices, prohibitions, or directions on any sign posted by the Developer and/or Master Association.

3. Interference with Developer or Master Association Employees

No person shall, with malice, interfere with or in any manner hinder any employee or agent of the Developer or Master Association, or a duly authorized contractor while that person is engaged in constructing, repairing, or caring for any portion of the Privately-Owned Public Open Spaces or is otherwise engaged in the discharge of such employee's, agent's, or contractor's duties.

4. Refusal to Obey Lawful Order

It shall be unlawful for any person to refuse to obey the lawful order of law enforcement or an employee of Developer or Master Association made pursuant to the Code of Conduct.

5. Prohibited Activities or Conduct

a. Smoking. No person shall smoke in a Privately-Owned Public Open Space, either in enclosed or unenclosed areas.

b. Intoxication by Alcohol or Drugs. State law provides that any person in a public place who is under the influence of intoxicating liquor, drugs, or certain specified substances and endangers themselves or others or interferes with the free use of a public right of way is guilty of disorderly conduct.

c. Fighting, Disturbing Peace, Offensive Words. State law prohibits unlawful fighting in a public place, the malicious and willful disturbance of others by loud and unreasonable noise in a public place, and the use of offensive words in a public place which are inherently likely to provoke an immediate violent reaction.

d. Malicious Destruction of Property. State law prohibits the malicious defacement, damage, or destruction of real or personal property.

e. Human Body Substances. No person shall emit, eject, or cause to be deposited any excreta of the human body, except in a proper receptacle designated for such purpose.

f. Entrance to Controlled Areas. No person shall enter a Privately-Owned Public Open Space or its facilities by means other than at designated public entrances. No person shall enter Privately-Owned Public Open Space facilities where a "No Admittance" or "Employees Only" sign is posted. No person shall gain or attempt admittance to a Privately-Owned Public Open Space or its facilities where a charge is made, without paying that charge.

g. Polluting Waters. No person shall throw or place, or cause to be thrown or placed, any garbage, trash, refuse, paper, container, or noxious or offensive matter into any fountain.

h. Littering and Dumping of Waste Matter. No personal shall litter, dump, or dispose of garbage, bottles, cans, paper, or other waste matter anywhere other than in designated trash receptacles.

i. Soliciting. (a) It shall be unlawful for any person to engage in petitioning, leafletting, demonstrating, or soliciting in such a manner as to substantially obstruct any traffic of pedestrians or vehicles after being warned by a law enforcement officer, or the Developer and/or Master Association not to do so. (b) No person shall solicit in an aggressive manner.

j. Obstructing Any Sidewalk, Passageway, or Other Public Way. No person shall willfully and substantially obstruct the free passage of any person or persons on any sidewalk, passageway, or other public places in a Privately-Owned Public Open Space. Notwithstanding the foregoing, (1) it is not intended that this Section shall apply where its application would result in an interference with or inhibition of any exercise of the constitutionally protected right of freedom of speech or assembly, and (2) nothing contained herein shall be deemed to prohibit persons from sitting on public benches or other public structures, equipment, apparatus, appliances, or facilities provided for such purpose.

k. Consumption of Alcohol. No person shall consume alcoholic beverages of any kind in a Privately-Owned Public Open Space, except as follows: (a) Alcohol may be consumed at a Privately-Owned Public Open Space restaurant or café, or other businesses with permission of the Developer and/or Master Association. All alcoholic drinks and their containers must remain within the businesses' premises. (b) Alcohol may be served in conjunction with events in a Privately-Owned Public Open Space, with permission of the Developer and/or Master Association.

l. Weapons and Fireworks. (a) No person shall fire or carry firearms of any size or description or possess any instrument, appliance, or substance designed, made, or adopted for use primarily as a weapon, including but not limited to slingshots, clubs, swords, razors, billies, explosives, dirk knives, bowie knives, or similar knives, without the permission of the Developer and/or Master Association, with the exception that this Section shall not apply to sworn law enforcement officers. (b) No person shall fire or carry any firecracker, rocket, torpedo, or any other fireworks of any description, except with permission of the Developer and/or Master Association.

m. No person shall drive or propel any vehicle on any planted area or on any access road or unpaved service road or firetrail in any Privately-Owned Public Open Space.

n. No person shall park any vehicle on any lawn, or planted area, or unimproved area or on any pedestrian or equestrian lane, or on any access road or unpaved service road or firetrail or in any manner so as to block access to or exit from any service road or access road or firetrail, or in any other place in a Privately-Owned Public Open Space where parking is prohibited, unless allowed otherwise by permit.

o. No person shall allow any automobile or other vehicle to remain parked in any parking lot in a Privately-Owned Public Open Space which is open for public use and for which a fee is charged for parking, for a period of more than 24 hours after the expiration of the period for which a fee is charged, unless otherwise allowed by permit.

p. No person shall park any "oversized vehicle," defined herein as any vehicle longer than 19 feet and/or wider than seven feet, eight inches, in any parking lot in a Privately-Owned Public Open Space, unless allowed otherwise by permit.

q. No person shall allow any automobile or any other vehicle that is disabled to remain parked in any parking lot in a Privately-Owned Public Open Space, unless otherwise allowed by permit.

r. Swimming and Bathing. No person shall enter, wade, bathe, or swim in the waters of any fountain in a Privately-Owned Public Open Space.

s. Children. (a) No parent, guardian, or custodian of a minor shall permit or allow such minor to do any act or thing in a Privately-Owned Public Open Space prohibited by provisions of the SF Park Code and these Code of Conduct. (b) No adults are allowed in the children's play area of a Privately-Owned Public Open Space except when accompanying a child.

t. Wildlife and Environmental Protection.

(a) Disturbing Animals, Exceptions. Except as provided in the Article 7, Chapter VIII (Police Code) of the San Francisco Municipal Code, it shall be unlawful for any person to hunt, chase, shoot, trap, discharge or throw missiles at, harass, disturb, taunt, endanger, capture, injure, or destroy any animal in a Privately-Owned Public Open Space, or to permit any animal in such person's custody or control to do so; provided, however, that any mole or any gopher, mouse, rat, or other rodent which is determined by the Developer and/or Master Association to be a nuisance may be destroyed by the Developer and/or Master Association; and provided, further, that any animal other than a mole or a gopher, mouse, rat, or other rodent which is determined by the Developer or Master Association to be a nuisance or a hazard to persons using a Privately-Owned Public Open Space or to be a hazard to plants or other horticulture, may, in a humane manner, be live trapped by the Developer and/or Master Association and delivered as appropriate. The provisions of this Section shall not be applicable to the destruction of any animal in any park

where such animal poses an immediate and serious threat to persons or property or is suffering excessively.

(b) Feeding Animals. It shall be unlawful for any person to feed or offer to feed to any animal in a Privately-Owned Public Open Space any substance which would be likely to be harmful to it. It shall be unlawful for any person to feed or offer food or any substance to any animal in a Privately-Owned Public Open Space which is wild in nature and not customarily domesticated in the City and County of San Francisco, except with permission of the Developer and/or Master Association.

(c) Introduction or Removal of Trees, Wood, Etc. No person shall introduce, or remove or take away any tree, wood, bush, turf, shrub, flower, plant, grass, soil, rock, water, wildlife, or anything or like kind natural resource, except with permission of the Developer and/or Master Association.

(d) Performance of Labor. No person, other than authorized personnel, shall perform any labor on or upon a Privately-Owned Public Open Space, including but not limited to taking up or replacing soil, turf, ground, pavement, structure, tree, shrub, plant, grass, flower, and the like, except with permission of the Developer and/or Master Association.

(e) Climbing. No person shall climb or lie upon any tree, shrub, monument, wall, fence, railing, shelter, fountain, statue, building, structure, equipment, apparatus, appliance, or construction, except with permission of the Developer and/or Master Association. Notwithstanding the foregoing, this provision does not apply to any structure, equipment, apparatus, or appliance that is a play structure for children and designed for climbing play.

u. Posting of Signs. No person shall post or affix to any tree, shrub, plant, fence, building, structure, equipment, apparatus, appliance, monument, wall, post, vehicle, bench, or other physical object within a Privately-Owned Public Open Space any written or printed material, including but not limited to signs, notices, handbills, circulars, and pamphlets, except with permission of the Developer and/or Master Association.

v. Throwing or Propelling Objects. No person shall throw or propel objects of a potentially dangerous nature, including but not limited to stones, bottles, glass, cans, or crockery, within or over the edges of a Privately-Owned Public Open Space, except with permission of the Developer and/or Master Association.

w. Fire. No person shall make, kindle, maintain, or in any way use a fire, including but not limited to recreational fires other than in designating cooking/grilling areas, fire twirling, and fire dancing, except with permission of the Developer and/or Master Association.

x. Percussion Instruments. No person shall play any percussion instrument, including drums, at any time or location prohibited by the Developer and/or Master Association when a sign has been posted in the area affected to give notice of this prohibition, provided that such prohibition does not unreasonably curtail the playing of such instruments.

y. Graffiti. No person shall possess, carry, use or keep graffiti or etching tools, etching cream, or slap tags. For purposes of this subsection: (a) "Graffiti or etching tools" means a masonry or glass drill bit, a glass cutter, a grinding stone, an awl, a chisel, a carbide scribe, an aerosol paint container, or any permanent marker with a nib (marking tip) one-half inch or more at its largest dimension and that is capable of defacing property with permanent, indelible, or waterproof ink, paint or other liquid. (b) "Etching cream" means any caustic cream, gel, liquid, or solution capable, by means of chemical action, of defacing, damaging, or destroying hard surfaces in a manner similar to acid. (c) "Slap tag" means any material including but not limited to decals, stickers, posters, or labels which contain a substance commonly known as adhesive glue which may be affixed upon any structural component of any building, structure, equipment, apparatus, appliance, post, pole, or other facility.

F. Authorization of San Francisco Police Department to Enforce Code of Conduct

1. Law enforcement officers of the San Francisco Police Department are authorized to order persons to stay out of, or to leave, any Privately-Owned Public Open Space, or any facility, building or structure therein, when such officers or employees have reasonable cause to conclude that the person so ordered is under the influence of intoxicating liquor, any drug, or any "controlled substance" as that term is defined and described in the California Health and Safety Code, or any combination of any intoxicating liquor, drug, or controlled substance, and is in such a condition that he or she is unable to exercise care for his or her own safety or the safety of others or interferes with or obstructs or prevents the free use of the Privately-Owned Public Open Space.

2. Law enforcement officers of the San Francisco Police Department are authorized to order any person to stay out of or to leave any Privately-Owned Public Open Space, or any facility, building or structure therein, when such officers have reasonable cause to conclude that the person:

   (a) Is doing any act injurious to any Privately-Owned Public Open Space or any building, structure or facility therein;

   (b) While using any athletic facility or area, disobeys any rule or regulation governing such area or facility after being warned not to do so by a Developer and/or Master Association employee or designee, when the employee or designee has reasonable cause to conclude that such behavior damages or risks damage to Privately-Owned Public Open Space property or interferes with the use and enjoyment of such area or facility by other persons;

(c) Behaves in so noisy, boisterous or rowdy a manner as to disturb spectators or participants at an athletic event; or

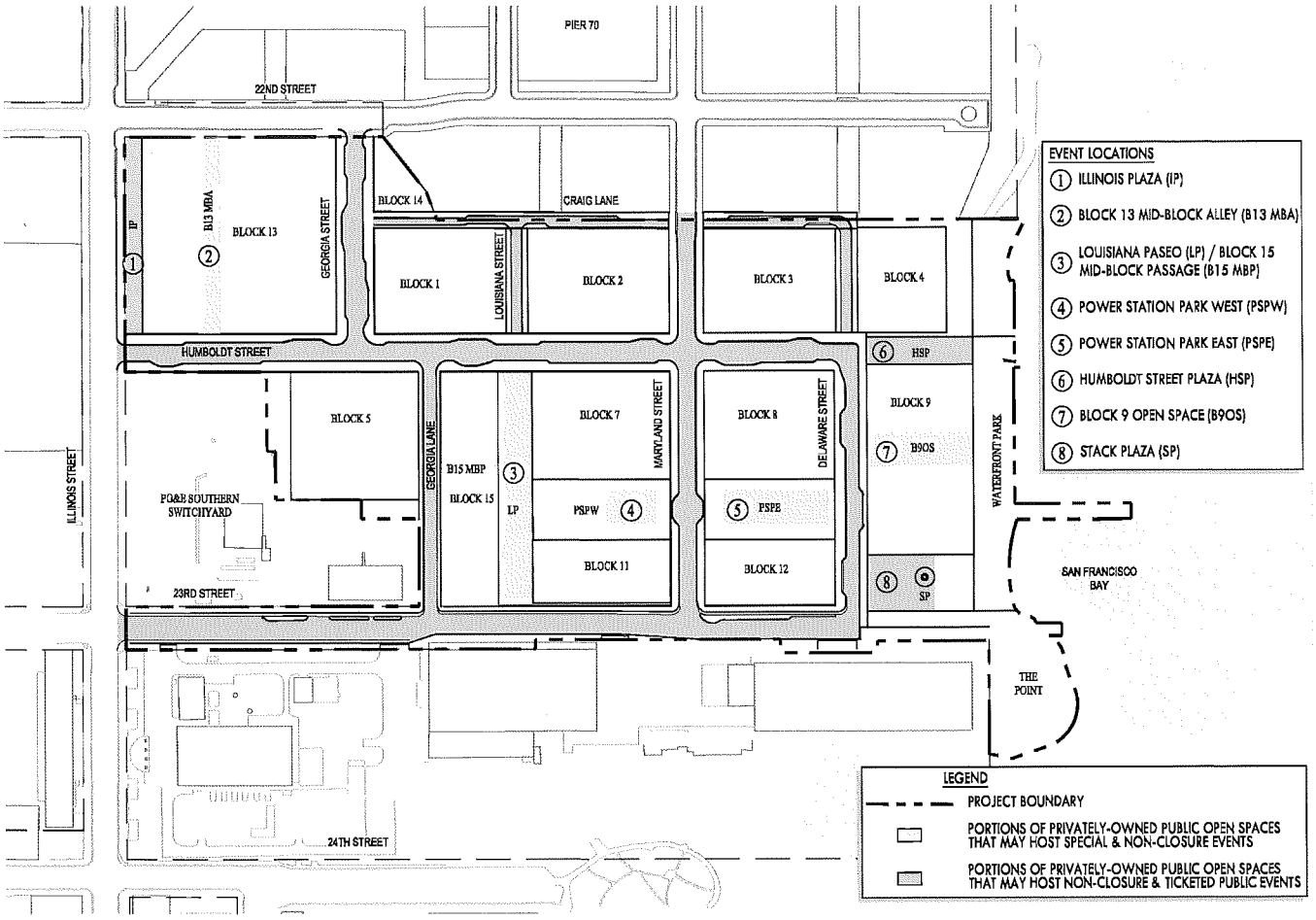
(d) Is taking any action in violation of the Code of Conduct.

Figure L-2.1

Special Event Allowances

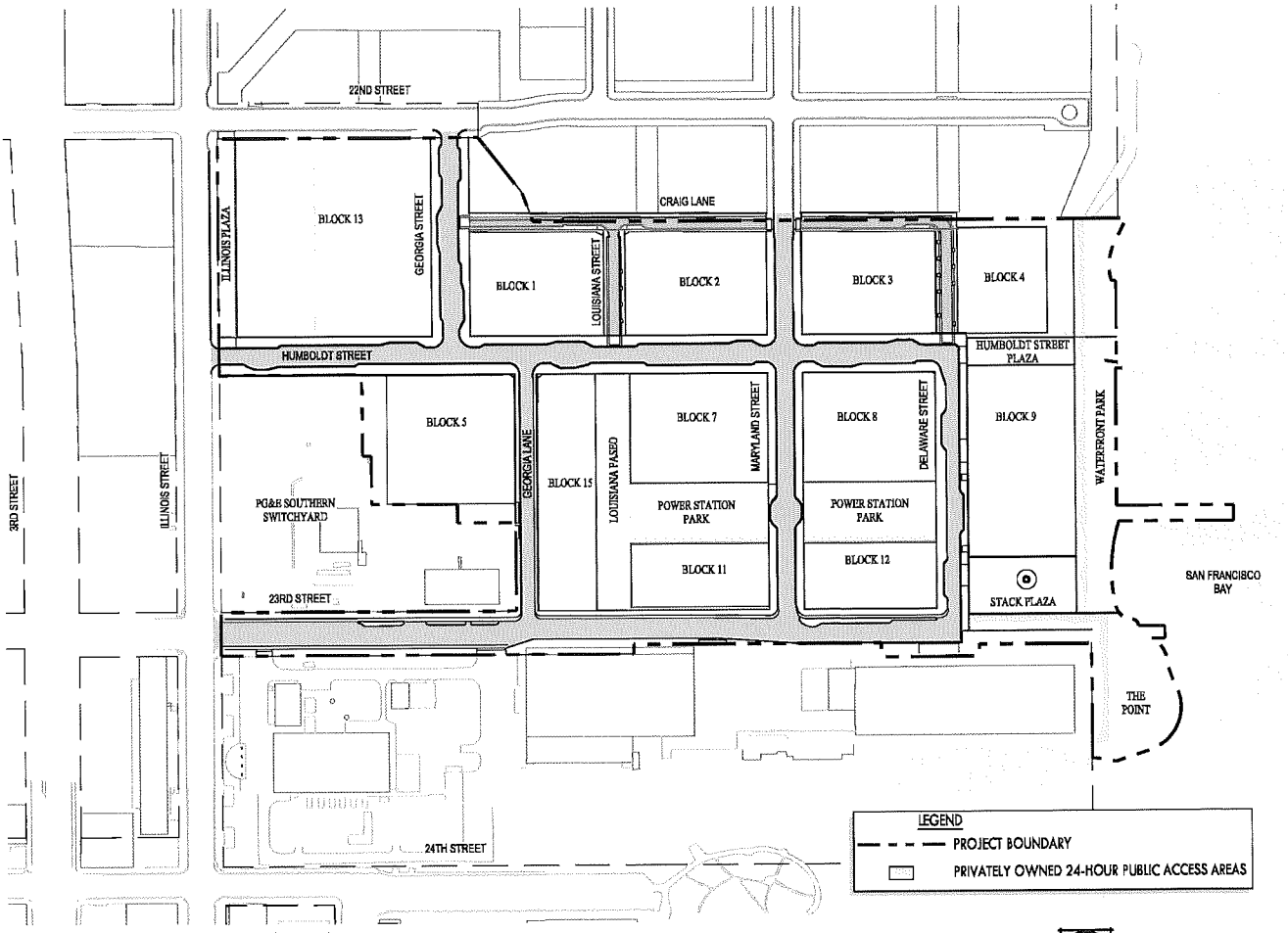
	Free Public Events (Non-Closure Event)	Ticketed Public Events (Special Events)	Private Events (Special Events)
Illinois Plaza	Unlimited*	10 events per year, up to 2 per month, for up to 48 hours each event	None
Louisiana Paseo/ Mid-Block Passage (Block 15)/ Mid-Block Alley (Block 13)	Unlimited*	10 events (ticketed public and/or private) per year, up to 2 per month, for up to 48 hours each event	
Power Station Park West	Unlimited*	Total of 6 events (ticketed public and/or private) per year, up to 1 per month, for up to 48 hours each event. Events on Saturdays and Sundays between the hours of 7am and 6pm permitted up to a maximum of two times per year.	
Power Station Park East	Unlimited*	Total of 6 events (ticketed public and/or private) per year, up to 1 per month, for up to 48 hours each event. Events on Saturdays and Sundays between the hours of 7am and 6pm permitted up to a maximum of two times per year.	
Stack Plaza	Unlimited*	Total of 6 events per year, up to 1 per month, for up to 48 hours each event	None
Humboldt Plaza	Unlimited*	10 events per year, up to 2 per month, for up to 48 hours per each event	None
Turbine Plaza	Unlimited*	Total of 40 events (ticketed public and/or private) per year, up to 4 per month, for up to 12 hours each event	

Figure L-2.2
Events in Privately-Owned Public Open Spaces



POTRERO POWER STATION
FIGURE L-2.2: EVENTS IN PRIVATELY-OWNED PUBLIC OPEN SPACES

Figure L-2.3
Privately Owned 24-Hour Public Access



POTRERO POWER STATION
FIGURE L-2.3: PRIVATELY OWNED 24-HOUR PUBLIC ACCESS

Exhibit L-3
Potrero Power Station Rules & Regulations for Privately-Owned Streets

Exhibit L-3
Potrero Power Station Rules & Regulations for Privately-Owned Streets

These Regulations ("**Regulations**") shall govern the use, maintenance, and operations of those certain Privately-Owned streets, alleys, sidewalks, and pedestrian paths within the Project Site that are not dedicated to the City (each, a "**Privately-Owned Street**" and collectively the "**Privately-Owned Streets**"). The Privately-Owned Streets are shown on Exhibit L-1, and include Craig Lane, the portion of Louisiana Street north of Humboldt Street, and the portion of Delaware Street north of Humboldt Street, as well as the potential Mid-Block Alley on Block 13 (unless the Mid-Block Alley is open only to pedestrians). For purposes of these Regulations, Privately-Owned Streets also include streets and alleys that have not been accepted for maintenance and responsibility by the City.

These Regulations shall be incorporated into the form of CC&Rs recorded against the Project Site. The CC&Rs shall require that the Master Association shall post notice online inviting neighborhood organizations and members of the public to a minimum of one (1) of the Master Association's meetings held per year. Such notice also shall be provided to the City Planning Department. At such meeting, the Master Association shall provide the opportunity for the City or members of such neighborhood organizations to comment on the Master Association's use, maintenance, and/or operation of the Privately-Owned Streets.

A. Authorities

1. Developer and/or Master Association

The Developer and/or Master Association have authority to control, manage, and operate the Privately-Owned Streets, subject to the Development Agreement and these Regulations for Privately-Owned Streets.

2. Rules to Be Obeyed

No person shall willfully disobey or violate any of the Regulations governing the use by the public of the Privately-Owned Streets, which Regulations, at the time, are posted in some conspicuous place in that area to which the rule or regulation applies.

B. Maintenance of Privately-Owned Streets

Privately-Owned Streets are intended for public travel and use in the same manner as public streets, including vehicular, pedestrian and bicycle passage and loading. The CC&Rs will provide that the Master Association will ensure that the Privately-Owned Streets (including street trees) are kept in good condition, swept and re-surfaced at the frequencies specified in the budget approved under the CC&Rs, or as necessary to repair conditions that pose an imminent threat of damage to property or injury to persons. Significant pavement cracks, pavement distress, excessive slab settlement, abrupt vertical variations, and debris on travel ways should be removed or repaired promptly. Street trees are to be maintained in a healthy and flourishing condition, subject to water conservation restrictions imposed by local governmental agencies, court order or the state.

C. Public Events In Privately-Owned Streets

Members of the public or other entities sponsoring events ("**Event Sponsors**") shall have the right to request the use of a Privately-Owned Street for a private or public special event, including block parties, gatherings, assemblies, celebrations, festivals, receptions, or other event ("**Special Event**") that is appropriate in scale for the Privately-Owned Street. Prior to closing any Privately-Owned Street for a Special Event, a notice of the closure shall be posted at all major entrances to the subject Privately-Owned Street for a period of seventy-two (72) hours prior to the Special Event. All Special Events in a Privately-Owned Street must be approved in advance by Developer and/or Master Association and are subject to any required approvals or permits from applicable City Agencies with jurisdiction over the Special Event. It shall be the sole responsibility of the requesting member of the public to obtain any such required permits or approvals. Developer and/or Master Association may require payment in the form of a permit fee or other charge for use of the Privately-Owned Street for a Special Event, so long as the permit fee or use charge does not exceed the reasonable costs for administration, maintenance, security, liability, and repairs associated with such event.

D. Operation and Parking of Vehicles

1. Regulations

   a. No person shall drive or propel any vehicle on any portion of the Privately-Owned Streets except as designated for use by such vehicular traffic.

   b. All persons operating vehicles on the Privately-Owned Streets must drive or propel them in a careful manner, at a lawful rate of speed, and in accordance with the rules and regulations of the San Francisco Traffic Code and California Vehicle Code.

   c. No person shall wash, grease, or repair any vehicle in any Privately-Owned Street except insofar as repairs may be necessary for the immediate removal of any damaged or disabled vehicle from a Privately-Owned Street.

   d. No vehicle shall be parked on any Privately-Owned Streets, except in a designated parking space.

   e. No person shall allow any automobile or other vehicle to remain parked in any parking space on a Privately-Owned Street that is open for public use and for which a fee is charged for parking, for a period of more than 24 hours after the expiration of the period for which a fee is charged, unless otherwise allowed by permit.

   f. No person shall park any "oversized vehicle," defined herein as any vehicle longer than 19 feet and/or wider than seven feet, eight inches, in any parking space on a Privately-Owned Street, unless allowed otherwise by permit.

g. No person shall allow any automobile or any other vehicle that is disabled to remain parked in any parking space on a Privately-Owned Street, unless otherwise allowed by permit.

2. SFPD and SFMTA Authorization to Enforce

Whenever any law enforcement officer of the San Francisco Police Department or official of the San Francisco Municipal Transportation Agency (SFMTA) finds any vehicle parked in violation of these Regulations, such officer may provide for the removal of such vehicle, so long as signs have been posted to inform the public that vehicles so parked are subject to removal and, with respect to Section C.1(e), so long as there is an attendant on duty or other facilities permitting the patron to pay or remit the parking charges at the time the vehicle is first parked. The procedure for removal and impounding of vehicles shall be as is provided for in applicable provisions of the San Francisco Traffic Code and Sections 22850 to 22855 of the California Vehicle Code. Moreover, any vehicle stopped, parked or left standing in such a manner as to violate these Regulations is an obstruction to the free use of property and a nuisance within the meaning of Part III of the Civil Code of California relating to nuisances and the abatement thereof.

3. Penalties

As provided in the Municipal Code, a person who violates these Regulations, and is issued a citation for such violation by SFPD or SFMTA, as applicable, shall be guilty of an infraction and upon conviction thereof shall be punished for the first offense by a fine in the amount applicable to such infraction as set by the State of California or by the City and County of San Francisco, as applicable.

4. Exceptions

The provisions of this Section shall not apply to any person employed by the City and County of San Francisco, the State of California, or the United States Government while in the discharge of authorized duties and while operating an official vehicle or any other vehicle with an appropriate permit displayed.

Exhibit M
Phasing Plan and Phasing Figures

Exhibit M-1
Phasing Plan

Exhibit M-1
Phasing Plan

1. PHASING GENERALLY

1.1 Generally. The development of the Project as provided in this Phasing Plan and the Plan Documents has been carefully structured to meet (and the City acknowledges and agrees that development of the Project as provided herein does meet) the requirement that the Public Improvements and Privately-Owned Community Improvements (including the Parks and Open Spaces) be provided proportionately with the development of market-rate housing and commercial-office uses taking into account the Project as a whole (the "**Proportionality Requirement**"). This Phasing Plan may be modified as set forth in Section 3.2.5 and Section 3.2.6 of the Development Agreement.

1.2 Development Phases. The attached Phasing Diagram identifies the following six Development Phases:

- Phase 1
- Phase 2
- Phase 3
- Phase 4
- Phase 5
- Phase 6

1.3 Procedures. Development Phase Applications shall be submitted and reviewed in conformance with the Development Agreement, including the Development Phase Application Procedures and Requirements, attached as Exhibit O to the Development Agreement. The attached phasing table (the "**Phasing Table**") assigns each Public Improvement or Privately-Owned Community Improvement to a particular Development Phase, and in some cases, to particular Buildings. Unless this Phasing Plan is modified as set forth in Section 3.2.5 and Section 3.2.6 of the Development Agreement, each Development Phase Application shall assign each Public Improvement and Privately-Owned Community Improvement to the Development Phase and Building (if any) shown on the Phasing Table. The City shall not disapprove a Development Phase Application on the grounds that the proposed Development Phase does not contain Public Improvements and Privately-Owned Community Improvements other than those listed for such Phase described in the Phasing Table.

1.4 Schedule of Performance

(a) The Phasing Table indicates whether each Public Improvement or Privately-Owned Community Improvement is a Vertical Improvement or a Horizontal Improvement. The Phasing Table further identifies the Plan Document and section thereof that describes each Public Improvement or Privately-Owned Community Improvement. The Phasing Table may be modified (including whether each Public Improvement and Privately-Owned Community Improvement is a Vertical

Improvement or a Horizontal Improvement) in conjunction with the Phasing Plan as set forth in Section 3.2.5 and Section 3.2.6 of the Development Agreement.

(b) **Vertical Improvements**. The Development Phase Application shall assign each Vertical Improvement within such Development Phase to a particular Building or Buildings, as applicable. Developer shall complete any Privately-Owned Community Improvements that are Vertical Improvements on or before issuance of the First Certificate of Occupancy for such assigned Building or Buildings. Developer shall complete any Public Improvements that are Vertical Improvements as described in Section 3.6.2 of the Development Agreement.

(c) **Horizontal Improvements**. Developer shall Commence Construction of each Privately-Owned Community Improvement that is a Horizontal Improvement within three years of the date that Developer has Commenced Construction of the Development Phase in which such Privately-Owned Community Improvement is located and all conditions in Section 4.2 of the Development Agreement for such Privately-Owned Community Improvement, as applicable, have been satisfied. Developer shall complete any Public Improvements that are Horizontal Improvements in accordance with the applicable Public Improvement Agreement.

(d) Developer shall complete all Public Improvements and Privately-Owned Community Improvements in accordance with the applicable Plan Documents, and in a good and diligent manner, without material defects, in accordance with City-approved construction documents.

(e) **PG&E Sub Area**. The Phasing Table assigns certain Privately-Owned Community Improvements to either Block 13 (which is currently owned by PG&E), or alternately, to a Block or Blocks outside of the PG&E Sub Area (a "**Non-PGE Sub Area Block**"). As described further below, this Phasing Plan requires that these Privately-Owned Community Improvements be assigned to a Building on a Non-PGE Sub Area Block if the entity that owns Block 13 is not a party to the Development Agreement within a certain timeframe.

2. AFFORDABLE HOUSING

Affordable housing is an Associated Community Benefit and shall be delivered in accordance with the terms and conditions of the Housing Plan.

3. PUBLIC IMPROVEMENTS AND PRIVATELY-OWNED COMMUNITY IMPROVEMENTS BY DEVELOPMENT PHASE

3.1 Child Care Facilities. Developer shall construct two child care 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.

3.2 Community Facility. Developer shall construct as part of the Development Phase set forth in the Phasing Table at least one on-site community facility that is no smaller than twenty-five thousand (25,000) gross square feet in size (the "**Community Facilities Space**"). Developer shall specify the Building in which the Community Facilities Space shall be located in the Development Phase Application. 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. Developer shall select a nonprofit operator of the community facility (the "**Community Facilities Entity**"). A "**Community Facilities Use**" is a use that includes community clubhouses, neighborhood centers, or other community facilities whether publicly or privately owned and open for public use in which the chief activity is not carried on as a gainful business and whose chief function is the gathering of persons from the immediate neighborhood in a structure for the purposes of active recreation, social interaction, and education, and that has an indoor area that can be used for active recreation purposes, such as basketball, volleyball, yoga, jai-alai, dance, or other sports. An appropriate restriction will be recorded against the Community Facilities Space so that it is restricted to a Community Facilities Use for the life of the Building, unless no Community Facilities Entity can be identified through the process identified in this Section. The Community Facilities Space shall be provided by Developer to the Community Facilities Entity in Warm Shell condition. The conveyance agreement(s) applicable to the Community Facilities Space (the "**Community Facilities Space Agreement**") shall at a minimum require the Community Facilities Entity to (1) continually use such space (subject to damage and destruction and reasonable hours of operation consistent with other comparable facilities), (2) provide commercially reasonable insurance coverage, (3) adhere to maintenance and security protocols, and (4) timely pay its proportionate share of all pass-through and other charges, including applicable property taxes and assessments (including in-lieu payments), insurance and maintenance, and other operating expenses, all generally consistent with other tenants or owners in the applicable Vertical Project. The Community Facilities Entity shall not, however, pay a purchase price or rent for the Community Facilities Space. The Community Facilities Space Agreement shall require that Developer shall provide to the selected Community Facilities Entity an allowance of five million dollars ($5,000,000.00) for tenant improvement costs. If such tenant allowance is not paid prior to January 1, 2030, the amount due shall be escalated by CPI commencing on January 1, 2030. If Developer and the Community Facilities Entity are not able to reach agreement on the final form of the Community Facilities Space Agreement within six (6)

months after the identification of such Community Facilities Entity notwithstanding good faith negotiations on the part of both parties, or if the Community Facilities Entity defaults in its obligations under the Community Facilities Space Agreement (after the expiration of notice and cure periods contained therein), then Developer shall work in good faith to find a new Community Facilities Entity for the Community Facilities Space and provide such Community Facilities Space, each as set forth above. If Developer is unable to identify an appropriate Community Facilities Entity after twelve (12) months of good faith efforts, Developer shall notify the Planning Director and Developer and the Planning Director shall jointly work in good faith to select a new Community Facilities Entity, which evaluation shall consider public agencies that may wish to operate a Community Facilities Use. If Developer and the Planning Director are unable to select a new Community Facilities Entity within twelve (12) months of Developer's notification to the Planning Director, then Developer shall have the right to rent or convey the Community Facilities Space to any user without restriction; provided, in the event of a rental, the applicable Community Facilities Space shall be offered again to a new Community Facilities Entity on the expiration of that rental under the process described above.

3.3 Option for Public Library. Developer shall grant to City an option to lease approximately five thousand (5,000) square feet of ground floor space for use by the San Francisco Public Library within a completed Building on one of the Blocks set forth on the Phasing Table. Developer will identify the Building where the option lease space will be located in the Development Phase Application for the applicable Phase. If City wishes to exercise the option, City will notify Developer in the Development Phase Approval, and the Parties will negotiate a letter of intent for the proposed lease. The lease will, at a minimum, provide for fair market rent for a term of not less than ten (10) years and otherwise on commercially reasonable terms. Following the letter of intent, the parties will negotiate the commercial lease in good faith, consistent with the letter of intent, as soon as possible but in any event before the completion of the applicable Building. If the parties are not able to agree on the fair market rent, they will submit the matter to baseball arbitration with qualified MAI appraisers with not less than 10 years professional experience valuing commercial real estate in San Francisco. The lease will be subject to Board of Supervisor's approval and annual certification by the Controller that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure. If the Parties enter into such lease, Developer shall pay Two Million Five Hundred Thousand Dollars ($2,500,000.00) to the San Francisco Public Library for capital and operating costs for the public library prior to the City's issuance of the First Certificate of Occupancy for the Building containing such library. Upon Developer's payment, Developer's obligations under Section 3.3 shall terminate.

3.4 Alternative Funding for Public Library. If the San Francisco Public Library identifies and secures a site for a public library located within three-quarters (3/4) of a mile from the Project Site, and obtains all required City or Port approvals for construction of a public library at such site, then Developer shall pay Two Million Five Hundred Thousand Dollars ($2,500,000.00) to the San Francisco Public Library or to the non-profit organization that agrees to construct or finance the Building on behalf of the San

Francisco Public Library, for the capital and/or operational costs for such library. In such event, Developer's obligations under Section 3.3 shall terminate.

3.5 Payment to SFPUC for Capital Costs of AWSS Infrastructure. Based on a recent study commissioned by SFPUC, additional improvements are being considered to enhance AWSS service to the project vicinity, including Mission Bay. Developer will provide a one-time capital contribution not to exceed One Million Five Hundred Thousand Dollars ($1,500,000.00) current dollars to the City, subject to a 4.5% escalation calculated from the time of project approval, to pay for a share of the system-wide improvements proposed in the vicinity of the Project. This payment amount will be provided based on an actual fair share calculation up to the specified amount and must be utilized to pay for improvements that benefit the Project. Unless the parties mutually agree to a different payment trigger, 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.

3.6 Designated Life Science Building. The D4D permits Office and Life Science uses (as such uses are defined in Planning Code section 102 as of the Reference Date) on Blocks 2, 3, 11, 12, and 15. Developer shall designate as part of a Development Phase Application one of the foregoing Blocks for construction of a minimum of one (1) Building that is no less than 130,000 gross square foot in size and restricted to Life Science use (inclusive of any accessory uses) on all floors above the basement and ground floors (the "**Designated Life Science Building**"). Developer shall make such Block selection in the Development Phase Application for Development Phase 2, 3, 4, or 5. No later than the commencement of construction of the first Building in such selected Development Phase, Developer shall record a Notice of Special Restrictions on the Block that Developer has selected for the Designated Life Science Building. Such Notice of Special Restrictions shall require that at least one Building constructed on such Block be no less than 130,000 gross square foot in size and be restricted to Life Science use (inclusive of any accessory uses) above the basement and ground floors, and shall prohibit Developer from permitting or constructing any other Building or Use on such Block that would render the construction of the Designated Life Science Building physically or legally infeasible. Developer shall not be obligated to construct the Designated Life Science Building. Such Notice of Special Restrictions shall terminate upon expiration or termination of the Development Agreement.

3.7 La Cocina. Developer shall construct as part of the Development Phase set forth in the Phasing Table a space for PDR use (specifically, food production and catering use) for the non-profit "La Cocina" that is no smaller than 1,500 gross square feet in size (the "**La Cocina Space**"). This space shall not be counted as part of the Community Facility required by Section 3.2 of this Phasing Plan. Developer shall specify the Building in which the Community Facilities Space shall be located in the Development Phase Application. The La Cocina Space shall be provided by Developer to La Cocina in Warm Shell condition. Developer shall provide an allowance of up to two hundred twenty-eight dollars ($228.00) per net square foot for such tenant improvements (subject to escalation based on CPI from the Effective Date). The conveyance agreement(s) applicable to the La Cocina Space (the "**La Cocina Space Agreement**") shall at a minimum require La Cocina

to (1) continually use such space (subject to damage and destruction and reasonable hours of operation consistent with other comparable facilities), (2) provide commercially reasonable insurance coverage, (3) adhere to maintenance and security protocols, and (4) timely pay its proportionate share of all pass-through and other charges, including applicable property taxes and assessments (including in-lieu payments), insurance and maintenance, and other operating expenses, all generally consistent with other tenants or owners in the applicable Building. Developer shall charge La Cocina no more than twelve dollars ($12.00) per gross square foot, twenty-four dollars ($24.00) per gross square foot, and thirty-six dollars ($36.00) per gross square foot in rent for the La Cocina Space in years 1 through 5, 6 through 10, and 11 through 15 of the lease term, respectively. If Developer and La Cocina are not able to reach agreement on the final form of the La Cocina Agreement within six (6) months notwithstanding good faith negotiations on the part of both parties, or if La Cocina defaults in its obligations under the La Cocina Space Agreement (after the expiration of notice and cure periods contained therein), then Developer shall have the right to rent or convey the La Cocina Space to any user without restriction.

3.8 SFPUC Pump Station. SFPUC and Developer shall determine the cost of needed improvements to accommodate the additional combined sewer flows from the Project Site to a future pump station to be constructed to serve the Project (the "**Sewer Pump Station Infrastructure**") using the methodology in this Section 3.7. Once such cost is determined, Developer shall pay its fair share for the Sewer Pump Station Infrastructure within ninety (90) days. Developer's contribution shall be in proportion to the wastewater flows from the Project relative to the total design capacity of the upgraded pump station. City shall select one construction manager, contractor or professional construction cost estimator (the "**Cost Estimator**"), who shall develop an estimate of the total costs remaining to construct the Sewer Pump Station Infrastructure. The Cost Estimator shall be qualified to prepare cost estimates for the applicable Sewer Pump Station Infrastructure. The cost estimate shall include both hard construction costs and soft costs, with as much cost detail for individual cost line items as possible. After the Cost Estimator completes the cost estimate, Developer shall have forty-five (45) days to review and consider the cost estimate. If the Developer rejects the cost estimate in its reasonable discretion, Developer shall select a Cost Estimator with the qualifications required by this Section. After completion of Developer's cost estimate, the Parties agree to meet and confer in good faith to reach agreement on the cost. If the Parties are not able to reach such agreement within twenty (20) days, then the two Cost Estimators shall select a third Cost Estimator who shall decide which of the two original cost estimates shall be used as the cost. The determination of the third Cost Estimator shall be binding and final.

3.9 Grocery Store. Commencing from the date on which Developer submits the Development Phase Application for the Development Phase in which the Building containing the Parking Garage (as defined in the Design for Development) is to be constructed, Developer shall make commercially reasonable efforts to secure a grocery store tenant with a minimum footprint of 10,000 square feet within such Building (which size may be decreased with Planning Director approval if another grocery store opens in the vicinity or Developer demonstrates the market need for smaller space) in accordance with the requirements of this Section (the "**Grocery Store**"). For purposes of attracting a

Grocery Store, "commercially reasonable efforts" means a targeted marketing program through established retail brokers, reasonably designed to attract a grocery store tenant at then-prevailing market rents for suitable retail space to be constructed within the applicable Building. If Developer fails to enter into a Grocery Store lease by the date on which Developer submits the Site Permit Application for the applicable Building, so long as that date occurs not less than six (6) months following the date on which Developer submitted the Development Phase Application referenced above, Developer may enter into a lease for a different use. Nothing in the foregoing prevents Developer from allowing pop-up temporary uses of the space, consistent with the Special Use District, while it markets the space for a Grocery Store.

4. MITIGATION MEASURES

The Phasing Table shows the Mitigation Measures. These measures are shown for informational purposes only, in order to explain whether each measure is related to construction of a Building (and is therefore similar to a Vertical Improvement) or is more similar to a Horizontal Improvement.

Exhibit M-1-1
Phasing Table

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 implented 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 Figure 5.7.1	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 B	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 B	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 Figure 5.7.1	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.
Parks and Open Spaces										
The Point	3	*	D4D	4.20		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 Bay Overlook at the Point in any phase.
Waterfront Park South	3	*	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 and wharf areas in any phase
Stack Plaza	1	12	D4D	4.21		X			X	
Humboldt Street Plaza	1	4	D4D	4.24		X			X	
Power Station Park East	1	8	D4D	4.28		X			X	
Block 9 POPO (includes Turbine Plaza)	1	9	D4D	4.16-4.22			X		X	
Power Station Park West	2	7	D4D	4.29		X			X	
Waterfront Park North	3	*	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.
Waterfront Park West	3	4	D4D	4.16-4.19		X			X	
Louisiana Paseo	4	15	D4D	4.30		X			X	
Soccer Field	4, 5, or 6	1, 5, or 13	D4D	4.31			X		X	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.
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	
SFPUC Pump Station	N/A	N/A	DA	Exhibit M-1		N/A	N/A	N/A	N/A	

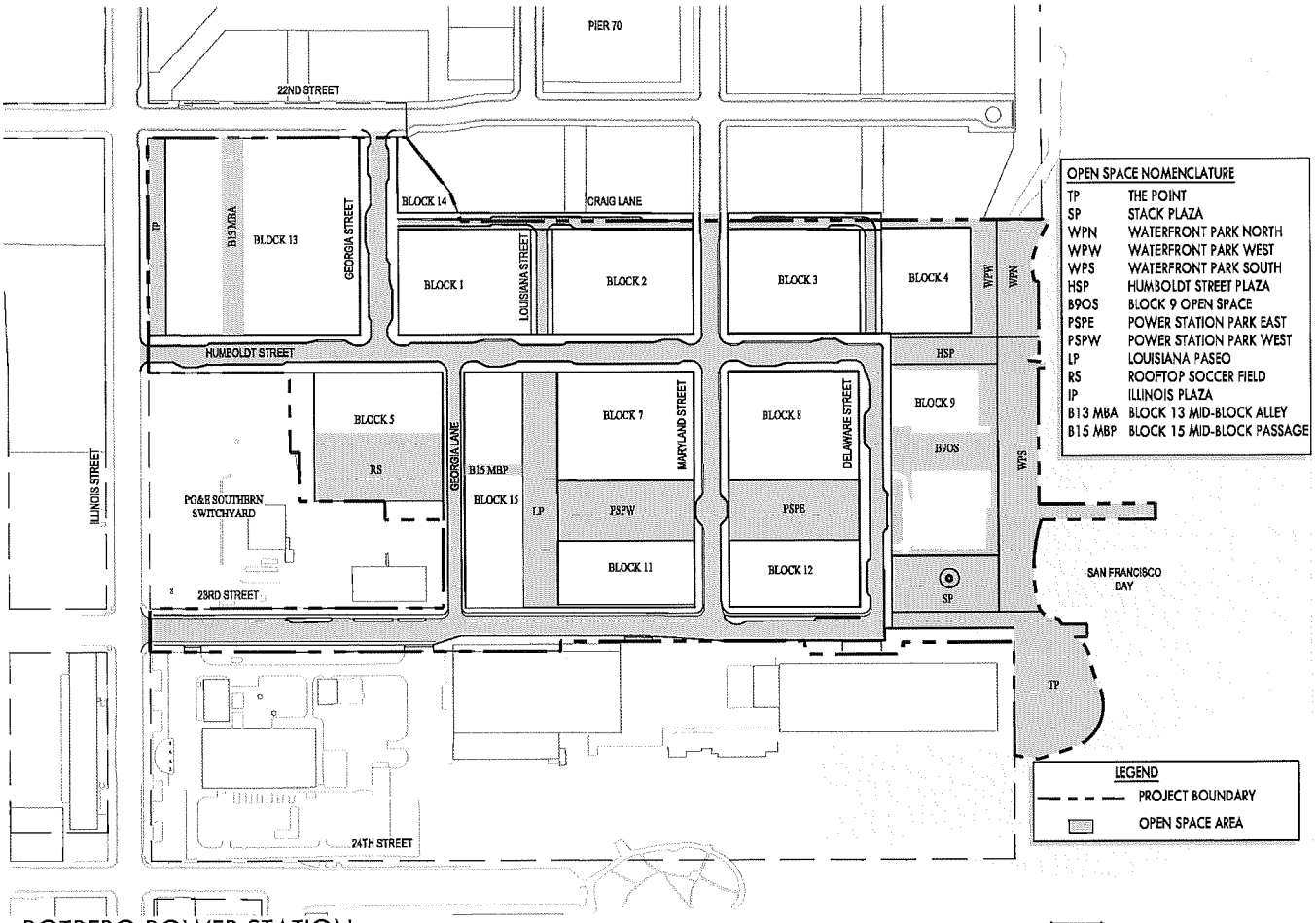
EXHIBIT M-1-1

Phasing Table	Phase	Delivered With Block or GSF	Primary Document	Section	Other Reference	Horizontal Improvement	Vertical Improvement	Public Improvement	Privately-Owned Community Improvement	Notes
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	X		N/A	N/A	
Bicycle Parking	All	All	TDM	Active-2	D4D 5.4 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	
Constuction 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	
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.

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
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 office.

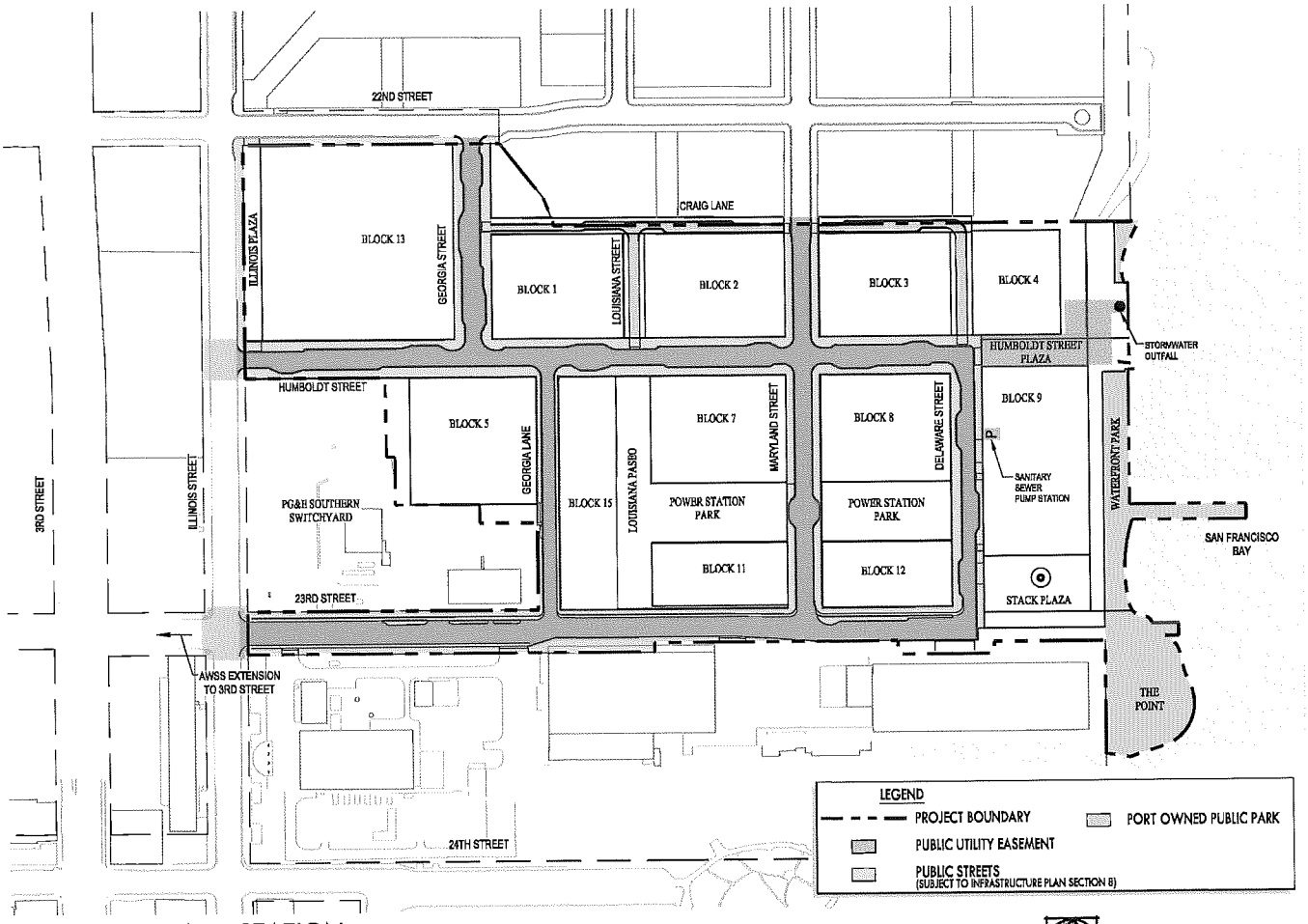
Exhibit M-2
Phasing Figures



POTRERO POWER STATION
EXHIBIT M-2.1: OPEN SPACE AREAS

POTRERO POWER STATION
EXHIBIT M-2.2: PHASING DIAGRAM

Exhibit N
Map of Public Improvements



POTRERO POWER STATION
EXHIBIT N: PUBLIC IMPROVEMENTS

Exhibit O
Development Phase Application Procedures and Requirements

Exhibit O
Development Phase Application Procedures and Requirements

A. General

The Project shall be built in Development Phases as described in the Phasing Plan, subject to any changes to the Phasing Plan approved in accordance with Sections 3.2.5 and 3.2.6 of the Development Agreement. The Phasing Plan reflects the Parties' mutual acknowledgement that certain controls shall guide the development of the Project and the phased provision of Public Improvements and Privately-Owned Community Improvements.

B. Development Phase Application: Purpose and Approval Authority

The purpose of the Development Phase Application is to provide a broad overview of the scope of each Development Phase, including the number and type of each element (vertical and horizontal), and to ensure that the requirements of the Phasing Plan are satisfied.

1. City Department responsible for review: Planning Department

2. City Department responsible for approval: Planning Department

3. Role of other City Departments: Development Phase Applications will be distributed to DPW, SFPUC, SFMTA, Port, SFFD, RPD, and OEWD for their information. No action is required by these City Agencies. City Agencies may provide comments on the content of the Development Phase Application to the Planning Department within the Planning Department's thirty (30) day completeness review timeline and the sixty (60) day content review timeline.

4. Relationship to Infrastructure Review by Other City Departments: A Development Phase Application must show how the proposed scope and content of Infrastructure within the Development Phase will comply with the Plan Documents and Approvals, including the Phasing Plan. The approved Development Phase Application will not limit the scope of Infrastructure that Developer is required to construct in the Development Phase, but the proposed scope and content of Infrastructure in such improvement plans shall at least serve the scope outlined in the Phase Application. The exact details of required Infrastructure in each Development Phase may vary from the approved Development Phase Approval in order to achieve appropriate roadway access, functional utility systems and connections, and to maintain service to existing residents and commercial users, but shall still be governed by the Infrastructure Plan and Phasing Plan. Notwithstanding the foregoing, any removal of street sections from a Development Phase after its inclusion in a Development Phase Approval will be subject to Planning Department review and approval.

C. Development Phase Application Review and Approval

At any time before submitting a Development Phase Application (defined below) to the Planning Department for review, Developer may request a pre-application meeting with City staff to review the proposed Development Phase. Prior to the commencement of each Development Phase, Developer shall submit to the Planning Department an application (a "**Development Phase**

Application") in substantial conformance with the attached checklist. Upon receipt, the Planning Director shall have the right to request additional information from Developer as may be needed to understand the proposed Development Phase Application and to ensure compliance with this Agreement, including the Phasing Plan; provided, however, that within thirty (30) days following receipt of a Development Phase Application, the Planning Director shall determine the completeness of the Application and will notify Developer of any deficiencies and make any requests for additional information or materials that are reasonably necessary in order to review the Development Phase Application. If the Planning Director fails to respond within such 30-day period, the Development Phase Application will be deemed complete. The Planning Department will, within sixty (60) days of determination of application completeness, complete its review of the proposed improvements against the requirements of the Plan Documents, Phasing Plan and the Development Agreement, including any necessary coordination with other City Agencies. If the Planning Director objects to the proposed Development Phase Application, he or she shall do so in writing, stating with specificity the reasons for the objection and any items that should be included or changed to bring the Development Phase Application into compliance with the Plan Documents, Phasing Plan and the Development Agreement. The Planning Director will act reasonably in making determinations with respect to each Development Phase Application, including the determination as to whether the Development Phase Application meets the requirements of the Phasing Plan and the Development Agreement. The Parties agree to meet and confer in good faith to discuss and resolve any differences in the scope or requirements of a Development Phase Application. Changes proposed by the Planning Department will be reasonably considered by Developer, and changes proposed by Developer will be reasonably considered by the Planning Director. If there are no objections, or upon resolution of any differences, the Planning Director shall approve the Development Phase Application with such revisions, comments, or requirements as may be permitted in accordance with the terms of the Development Agreement and the Phasing Plan (each a "**Development Phase Approval**"). The Development Phase Application and Development Phase Approval shall be posted on the Planning Department website.

D. Standard of Approval

Approval of the Development Phase Application will be ministerial in nature based on the Development Phase Application's consistency with the Phasing Plan, its completeness in providing the information required by this Exhibit, and its conformance with the Initial Approvals. Discretion in approving a Development Phase Application will be limited to those matters where the proposed development plan deviates from the Initial Approvals. As such, the Planning Director will approve any Development Phase Application that conforms to and is consistent with the Development Agreement, including the applicable Plan Documents, Phasing Plan and Initial Approvals, and will not disapprove any Development Phase Application on the basis of any element that conforms to and is consistent therewith.

E. Concurrent Review

Developer must obtain a Development Phase Approval before the City may approve a tentative subdivision map that covers all or any portion of the applicable Development Phase; provided, however, that approval of a Development Phase Application will not be required for (i) the approval of a tentative or final transfer map, (ii) the issuance of construction permits for grading

and site preparation in any Phase, or (iii) the approval of a tentative subdivision map application that covers all or substantially all of the entire Project Site (a "**Master Tentative Map**"), as permitted under Paragraph E below. Subject to the foregoing, at any time before or after submittal of a Development Phase Application, Developer may submit Subdivision Map and Design Review Applications covering all or any of the real property within the Development Phase for the City's review and approval in accordance with the procedures hereunder and under the Project SUD, but the time periods for City review and approvals of Subdivision Maps other than tentative or final transfer maps or Master Tentative Maps and for Design Review Applications for Vertical Development and Community Improvements (either privately or publicly owned) shall not begin until the Planning Department issues a Development Phase Approval.

F. Start of Development Phase

Upon receipt of a Development Phase Approval, Developer shall submit a tentative subdivision map application (if not already submitted) covering the real property within the Development Phase. Developer also has the option to submit a Master Tentative Map application and seek approval of phased final maps for each Development Phase covered by the Master Tentative Map. As provided in Paragraph D above, the City may not condition approval of a Master Tentative Map on a Development Phase Approval, but the City shall not be required to issue construction permits to Commence Construction within any Development Phase covered by the Master Tentative Map unless the City has first approved a Development Phase Approval for the applicable Development Phase. Upon submittal of any tentative subdivision map application, Developer shall have the right to submit any request or application for Later Approvals, such as street improvement permits and building permits, required to start construction.

G. Amendment of a Development Phase Approval

At any time after receipt of a Development Phase Approval, Developer may request an amendment to the Development Phase Approval. Any such request for amendment shall be made to the Planning Director and shall be subject to the same review and approval standards as set forth in this Agreement for the original approval. Amendments to a Development Phase Approval which include changes to the Phasing Plan shall be subject to the requirements of Section 3.2.5 and Section 3.2.6 of the Development Agreement. Changes in the type, density or intensity of vertical development (residential or commercial) that is identified in a Development Phase Application as "anticipated" or "proposed" will not necessarily require an amendment to a Development Phase Approval, so long as the Development Phase remains in compliance with this Agreement, including the applicable Plan Documents and Approvals, and the revisions to the vertical development would result in necessary changes to the provision of Public Improvements and Privately-Owned Community Improvements described in the original Phase Approval per the provisions of the Phasing Plan and other Plan Documents and Approvals.

H. Concurrent Development

Each Development Phase shall remain independent, in accordance with the Development Agreement, so long as the functional and operational requirements of that Development Phase can be met with the completion of any necessary Infrastructure. Developer may begin construction of a Development Phase simultaneously with another Development Phase or may begin construction

of a subsequent Development Phase while components of a prior Development Phase are still in progress. Notwithstanding the above, Developer may propose interim or temporary Infrastructure improvements, and DPW, with the consent of any affected City Agency in their respective sole discretion, may allow such interim or temporary Infrastructure improvements and defer completion of required Public Improvements subject to terms and conditions that the City deems appropriate. The applicable Public Improvement Agreement will address the interim or temporary Infrastructure improvements along with sufficient security to guarantee the completion and removal of such improvements and security for the permanent Public Improvements. The City will not accept any interim or temporary improvements for maintenance and liability purposes. Notwithstanding Administrative Code Chapter 23, the Director of Real Estate is authorized to accept on behalf of the City temporary public easements related to the construction, completion, and use of Public Improvements, and temporary or interim improvements, for a period not to exceed five (5) years. Nothing in this paragraph shall be construed as a limitation on the discretion retained by any City Agency as set forth in this Agreement.

I. Contents of Development Phase Applications

The required components of each Development Phase Application are as follows:

1. Site plan and other graphics, including existing or proposed blocks, lots, streets and area, showing the area covered by the applicable Development Phase Application.

2. A narrative description of the proposed scope of development within the Development Phase, including tables indicating the estimated square footage of each land use category per block and total number of parking stalls. For any Development Phases proposed to contain office uses, such narrative shall describe any proposed request for "Prop M" office allocation.

3. Materials sufficient to describe the Infrastructure, Privately-Owned Community Improvements and Parks and Open Space that will be provided for the Development Phase, and a description of how the Development Phase will comply with the requirements of the Phasing Plan to provide these Associated Community Benefits consistent with the Phasing Plan. The level of detail will be commensurate with the detail set forth in the Infrastructure Plan and Planning Department standards for conditional use applications. The materials will also include an itemized description of the status of Public Improvements and Privately-Owned Community Improvements in prior Development Phase Approvals.

4. If the Development Phase will include residential use, the Development Phase Application will also include:

   a. Developer's estimate of the total number of residential units, the number and location of affordable housing units and AMI levels, and affordable housing credits to be provided in the Development Phase through in-lieu fees or land dedications, as set forth in the Housing Plan.

   b. The anticipated number and location of market rate residential parcel pads to be prepared, with the estimated number of residential units on each.

5. A table or matrix showing applicable Mitigation Measures associated with the applicable Development Phase.

6. The following Infrastructure improvement details:

   a. Plans showing the Infrastructure to be provided for the Development Phase at a level of detail sufficient to determine consistency of the Development Phase with the Phasing Plan.

   b. Plans showing new streets to be dedicated.

   c. Plan showing location of the Development Phase in relation to the rest of the Project Site, with street access and circulation for existing residents.

7. Narrative or schedule of anticipated order of horizontal construction within the Development Phase, by element (i.e., Infrastructure, Privately-Owned Community Improvements and Parks and Open Spaces).

8. A narrative describing the Project's compliance with the sustainability controls in the Design for Development.

9. List of any requested modifications to this Agreement, including the Phasing Plan, the Design for Development or other Plan Documents.

10. Certification of accuracy from authorized representative.

11. For illustrative purposes only, a summary table materially in the form shown below, listing the permitted and anticipated, and if known, type, density and intensity of, vertical development by parcel within the Development Phase.

Sample Summary Table

Blocks in the Design Guide-lines	Height/Bulk District	Maximum Permitted Heights	Allowable Use under the SUD, and Anticipated Use if known	Anticipated Amount of Development	Type of Affordable Housing Anticipated	Proposed Parking & Parking Ratio, if known
(1, 2, 3, etc.)			*(Affordable Housing, Market Rate Parcel, Commercial, Retail, Community, Other)*	*(Total # Housing Units, Square Footage of Retail, Commercial, Community, Other)*	*(# BMR Units, In Lieu, Land Dedication)*	*(Residential and/or Commercial)*

Exhibit P
Applicable Impact Fees and Exactions

Exhibit P
Applicable Impact Fees and Exactions

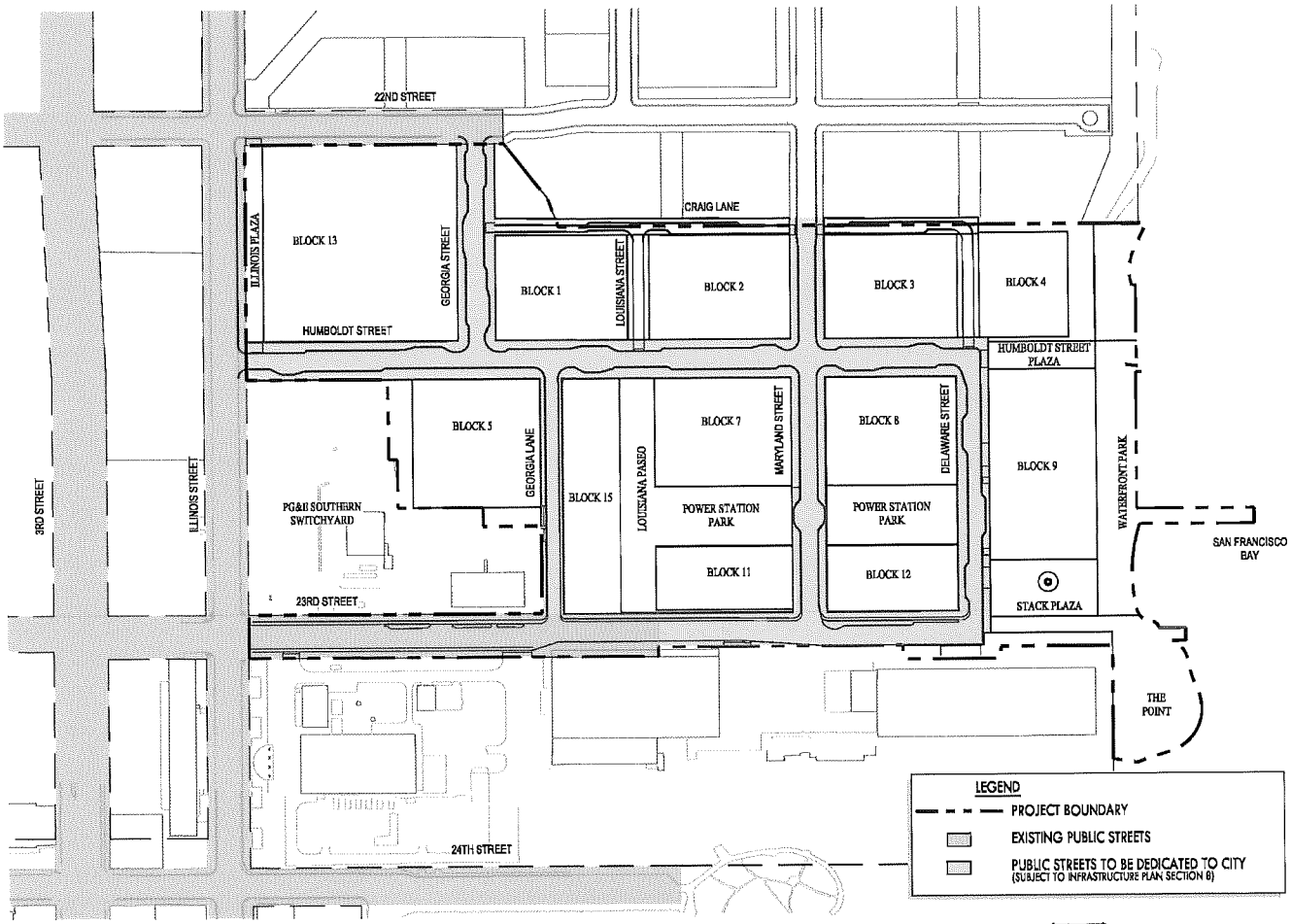
A. Transportation Sustainability Fee

Developer shall pay the Transportation Sustainability Fee under Planning Code 411A prior to the issuance of the First Construction Permit for each Building. Planning Code Section 411A.7 shall govern the accounting and use of the Transportation Fee, except that the first One Million Six Hundred Thousand Dollars ($1,600,000.00) paid by Developer shall be allocated by SFMTA to study the feasibility and/or fund environmental review analysis for a water taxi service serving the Project and the San Francisco waterfront.

B. School Facilities Fees

Developer shall pay the school facilities impact fees under state law (Educ. Code 17620-17626, Gov't Code 65970-65981, and Gov't Code 65995-65998) prior to the issuance of the First Construction Permit for each Building at the rates in effect at the time of assessment.

Exhibit Q
Map Showing Streets to be Dedicated to City



POTRERO POWER STATION
EXHIBIT Q: PUBLIC STREETS TO BE DEDICATED TO CITY

Exhibit R
Text of Chapter 56 as of the Reference Date

Print

San Francisco Administrative Code

CHAPTER 56: DEVELOPMENT AGREEMENTS

Sec. 56.1. Findings.
Sec. 56.2. Purpose and Applicability.
Sec. 56.3. Definitions.
Sec. 56.4. Filing of Application; Forms; Initial Notice and Hearing.
Sec. 56.5. Form of Agreement.
Sec. 56.6. Signatories to the Development Agreement.
Sec. 56.7. Contents of Development Agreement.
Sec. 56.8. Notice.
Sec. 56.9. Rules Governing Conduct of Hearing.
Sec. 56.10. Development Agreement Negotiation Report and Documents.
Sec. 56.11. Collateral Agreements.
Sec. 56.12. Irregularity in Proceedings.
Sec. 56.13. Determination by Commission.
Sec. 56.14. Decision by Board of Supervisors.
Sec. 56.15. Amendment and Termination of an Executed Development Agreement by Mutual Consent.
Sec. 56.16. Recordation of Development Agreements Amendment or Termination.
Sec. 56.17. Periodic Review.
Sec. 56.18. Modification or Termination.
Sec. 56.19. Limitation on Actions.
Sec. 56.20. Fee.

SEC. 56.1. FINDINGS.

The Board of Supervisors ("Board") concurs with the State Legislature in finding that:

(a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and commitment to comprehensive planning and development of infrastructure and public facilities which would make maximum efficient utilization of resources at the least economic cost to the public.

(b) Assurance to the applicant/developer for a development project that upon approval of the project, the applicant/developer may proceed with the project in accordance with specified policies, rules and regulations, and subject to conditions of approval, will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development.

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.2. PURPOSE AND APPLICABILITY.

(a) The purpose of this Chapter is to strengthen the public planning process by encouraging private participation in the achievement of comprehensive planning goals and reducing the economic costs of development. A development agreement reduces the risks associated with development, thereby enhancing the City's ability to obtain public benefits beyond those achievable through existing ordinances and regulations. To accomplish this purpose the procedures, requirements and other provisions of this Chapter are necessary to promote orderly growth and development (such as, where applicable and appropriate, provision of housing, employment and small business opportunities to all segments of the community including low income persons, minorities and women), to ensure provision for adequate public services and facilities at the least economic cost to the public, and to ensure community participation in determining an equitable distribution of the benefits and costs associated with development.

(b) Such agreements shall only be used for (1) affordable housing developments or (2) large multi-phase and/or mixed-use developments involving public improvements, services, or facilities installations, requiring several years to complete, as defined below in Section 56.3, or a housing development with a minimum of 1,000 units, as defined below in Section 56.3; or (3) rental housing developments with on-site affordable units, as defined below in Section 56.3.

(Added by Ord. 372-88, App. 8/10/88; amended by Ord. 67-05, File No. 041748, App. 4/15/2005; Ord. 312, File No. 100046, App. 12/23/2010)

SEC. 56.3. DEFINITIONS.

The following definitions shall apply for purposes of this Chapter:

(a) "Affordable housing development" shall mean for purposes of Section 56.2(b)(1), any housing development which has a minimum of 30 percent of its units affordable to low income households, and a total of 60 percent of its units affordable to households, as defined by the U.S. Census, whose immediate household income does not exceed 120 percent of the median household income for the San Francisco Primary Metropolitan Statistical Area, with the remaining 40 percent of its units unrestricted as to affordability. For purposes of this definition of "affordable housing development," "low income" shall mean the income of households, as defined by the U.S. Census whose immediate household income does not exceed 80 percent of the median household income for the San Francisco Primary Metropolitan Statistical Area. "Median household income" for the San Francisco Primary Metropolitan Statistical Area shall be as determined by the U.S. Department of Housing and Urban Development and adjusted according to the determination of that Department and published from time to time. In the event that such income determinations are no longer published by the Department of Housing and Urban Development, median household income shall mean the median gross yearly income of a household in the City and County of San Francisco, adjusted for household size, as published periodically by the California Department of Housing and Community Development. Such affordable housing development may include neighborhood commercial facilities which are physically and financially an integral part of the affordable housing project and which will provide services to local residents.

(b) "Applicant/Developer" shall mean a person or entity who has legal or equitable interest in the real property which is the subject of the proposed or executed development agreement for an "affordable housing development" or a "large multi-phase and/or mixed-use development," as those terms are defined herein, or such person's or entity's authorized agent or successor in interest; provided, however, that an entity which is subject to the requirements of City Planning Code Section 304.5 relating to institutional master plans does not qualify as an applicant for a development agreement.

(c) "Collateral agreement" shall mean a written contract entered into by the applicant/developer and/or governmental agencies with other entities (including, but not limited to, community coalitions) for the purpose of having said entities provide for and implement social, economic, or environmental benefits or programs; provided, however, that such term does not include agreements between the applicant/developer or governmental agencies and (1) construction contractors and subcontractors, (2) construction managers, (3) material suppliers, and (4) architects, engineers, and lawyers for customary architectural, engineering or legal services.

(d) "Commission" shall mean the Planning Commission.

(e) "Director" shall mean the Director of the Planning Department.

(f) "Housing development with a minimum of 1,000 units" shall mean a proposed residential development project which: (1) is on a site which exceeds two and one-half acres in area, (2) includes two or more buildings to be constructed on the site, and (3) includes a proposal for constructing or participating in providing, either off-site or on-site, public improvements, facilities, or services beyond those achievable through existing ordinances and regulations.

(g) "Large multi-phase and/or mixed-use development" shall mean a proposed development project which: (1) is on a site which exceeds five acres in area, (2) includes two or more buildings to be constructed sequentially on the site, and (3) includes a proposal for constructing or participating in providing, either off-site or on-site, public improvements, facilities, or services beyond those achievable through existing ordinances and regulations.

(h) "Material modification" shall mean any proposed amendment or modification to either a proposed development agreement approved by the Commission, or a previously executed development agreement, which amendment or modification is otherwise required by the terms of the development agreement, which changes any provision thereof regarding the following: (1) duration of the agreement; (2) permitted uses of the subject property; (3) density or intensity of the permitted uses; (4) location, height or size of any structures, buildings, or major features; (5) reservation or dedication of land; (6) any conditions, terms, restrictions and requirements relating to subsequent discretionary actions as to design, improvements, construction standards and specifications; (7) any other condition or covenant relating to the financing or phasing of the development which substantially modifies the use of the property, the phasing of the development, or the consideration exchanged between the parties as recited in the proposed development agreement; (8) the type, number, affordability level, and/or tenure of any proposed affordable housing as well as any change as to performance of such public benefits, including but not limited to timing, phasing, method of performance or parties involved; or (9) any other terms or conditions of the development agreement if the development agreement provides that amendment of said specified term or condition would be a material modification.

(i) "Minor modification" shall mean any amendment or modification to the development agreement which relates to any provision not deemed to be a "material modification."

(j) "Rental housing developments with on-site affordable units" shall mean a proposed residential development project the project sponsor of which covenants to provide on-site units to satisfy the Inclusionary Affordable Housing Program, as set forth in Planning Code Sections 415—417, as an alternative to payment of the Affordable Housing Fee.

(Added by Ord. 372-88, App. 8/10/88; amended by Ord. 67-05, File No. 041748, App. 4/15/2005; Ord. 312, File No. 100046, App. 12/23/2010)

SEC. 56.4. FILING OF APPLICATION; FORMS; INITIAL NOTICE AND HEARING.

(a) The Director may prescribe the form of the application for the preparation and implementation of development agreements.

(b) The applicant must list on the application the anticipated public benefits which would exceed those required by existing ordinances and regulations. The public benefits ultimately provided by an approved development agreement may differ from those initially identified by the applicant/developer. The Director may require an applicant/developer to submit such additional information and supporting data as the Director considers necessary to process the application; provided, however, that the Director shall not require the applicant/developer to submit, as part of the application, special studies or analyses which the Director would customarily obtain through the environmental review process.

(c) The Director shall endorse the application the date it is received. If the Director finds that the application is complete, the Director shall (1) accept the application for filing, (2) publish notice in the official newspaper of acceptance of said application, (3) make the application publicly available, and (4) schedule a public hearing before the Commission within 30 days following receipt of a completed application. At said public hearing, the Director shall make a recommendation with respect to the fee to be paid by the applicant/developer as set forth in Section 56.20(b).

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.5. FORM OF AGREEMENT.

A proposed development agreement, and any modifications or amendments thereto, must be approved as to form by the City Attorney prior to any action by the Director, Commission or Board of Supervisors.

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.6. SIGNATORIES TO THE DEVELOPMENT AGREEMENT.

(a) **Applicant.** Only an applicant/developer, as that term is defined in Section 56.3, may file an application to enter into a development agreement.

(b) **Governmental Agencies.** In addition to the City and County of San Francisco and the applicant/developer, any federal, State or local governmental agency or body may be included as a party or signatory to any development agreement.

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.7. CONTENTS OF DEVELOPMENT AGREEMENT.

(a) **Mandatory Contents.** A development agreement, by its express terms or by reference to other documents, shall specify (1) the duration of the agreement, (2), the permitted uses of the property, (3) the density or intensity of use, (4) the maximum height and size of proposed buildings, (5) the provisions for reservation or dedication of land for public purposes, (6) for any project proposing housing, the number, type, affordability and tenure of such housing, (7) the public benefits which would exceed those required by existing ordinances and regulations, and (8) nondiscrimination and affirmative action provisions as provided in subsection (c) below.

(b) **Permitted Contents.** The development agreement may (1) include conditions, terms, restrictions, and requirements for subsequent discretionary actions, (2) provide that construction shall be commenced within a specified time and that the project or any phase thereof be completed within a specified time, (3) include terms and conditions relating to applicant/developer and/or City financing or necessary public facilities and subsequent reimbursement by other private party beneficiaries, (4) require compliance with specified terms or conditions of any collateral agreements pursuant to Section 56.11, and (5) include any other terms or conditions deemed appropriate in light of the facts and circumstances.

(c) **Nondiscrimination/Affirmative Action Requirements.**

(1) **Nondiscrimination Provisions of the Development Agreement.** The development agreement shall include provisions obligating the applicant/developer not to discriminate on the grounds, or because of, race, color, creed, national origin, ancestry, age, sex, sexual orientation, disability or Acquired Immune Deficiency Syndrome or AIDS Related Condition (AIDS/ARC), against any employee of, or applicant for employment with the applicant/developer or against any bidder or contractor for public works or improvements, or for a franchise, concession or lease of property, or for goods or services or supplies to be purchased by applicant/developer. The development agreement shall require that a similar provision be included in all subordinate agreements let, awarded, negotiated or entered into by the applicant/developer for the purpose of implementing the development agreement.

(2) **Affirmative Action Program.** The development agreement shall include a detailed affirmative action and employment and training program (including without limitation, programs relating to women, minority and locally-owned business enterprises), containing goals and timetables and a program for implementation of the affirmative action program. For example, programs such as the following may be included:

(i) Apprenticeship where approved programs are functioning, and other on-the-job training for a nonapprenticeable occupation;

(ii) Classroom preparation for the job when not apprenticeable;

(iii) Preapprenticeship education and preparation;

(iv) Upgrading training and opportunities;

(v) The entry of qualified women and minority journeymen into the industry; and

(vi) Encouraging the use of contractors, subcontractors and suppliers of all ethnic groups, and encouraging the full and equitable participation of minority and women business enterprises and local businesses (as defined in Section 12D of this Code and implementing regulations) in the provision of goods and services on a contractual basis.

(3) **Reporting and Monitoring.** The development agreement shall specify a reporting and monitoring process to ensure compliance with the non-discrimination and affirmative action requirements. The reporting and monitoring process shall include, but not be limited to, requirements that:

(i) A compliance monitor who is not an agent or employee of the applicant/developer be designated to report to the Director regarding the applicant/developer's compliance with the nondiscrimination and affirmative action requirements;

(ii) The applicant/developer permit the compliance monitor or the Director or his designee reasonable access to pertinent employment and contracting records, and other pertinent data and records, as specified in the Development Agreement for the purpose of ascertaining compliance with the nondiscrimination and affirmative action provisions of the development agreement;

(iii) The applicant/developer annually file a compliance report with the compliance monitor and the Director detailing performance pursuant to its affirmative action program, and the compliance monitor annually reports its findings to the Director; such reports shall be included in and subject to the periodic review procedure set forth in Sec. 56.17.

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.8. NOTICE.

The Director shall give notice of intention to consider adoption, amendment, modification, or termination of a development agreement for each public hearing required to be held by the Commission under this Chapter. The Clerk of the Board of Supervisors shall give such notice for each public hearing required to be held by the Board of Supervisors. Such notices shall be in addition to any other notice as may be required by law for other actions to be considered concurrently with the development agreement.

(a) **Form of Notice.**

(1) The time and place of the hearing;

(2) A general summary of the terms of the proposed development agreement or amendment to be considered, including a general description of the area affected, and the public benefits to be provided; and

(3) Other information which the Director, or Clerk of the Board of Supervisors, considers necessary or desirable.

(b) **Time and Manner of Notice.**

(1) **Publication and Mailing.** Notice of hearing shall be provided in the same manner as that required in City Planning Code Section 306.3 for amendments to that Code which would reclassify land; where mailed notice is otherwise required by law for other actions to be considered concurrently with the development agreement, notice of a public hearing before the Commission on the development agreement shall be included on the next Commission calendar to be mailed following the date of publication of notice in the official newspaper.

(2) **Notice to Local Agencies.** Notice of the hearing shall also be mailed at least 10 days prior to the hearing to any local public agency expected to provide water, transit, sewage, streets, schools, or other essential facilities or services to the project, whose ability to provide those facilities and services may be significantly affected by the development agreement.

(c) **Failure to Receive Notice.** The failure of any person to receive notice required by law does not affect the authority of the City and County of San Francisco to enter into a development agreement.

(Added by Ord. 372-88, App. 8/10/88; amended by Ord. 59-91, App. 2/27/91)

SEC. 56.9. RULES GOVERNING CONDUCT OF HEARING.

The Commission's public hearing on the proposed development agreement shall be conducted in accordance with the procedure for the conduct of reclassification hearings as provided in Subsections (b) and (c) of Section 306.4 of the City Planning Code. Such public hearing on the proposed development agreement shall be held prior to or concurrently with the public hearing for consideration of any other Commission action deemed necessary to the approval or implementation of the proposed development agreement, unless the Commission determines, after a duly noticed public hearing pursuant to Section 56.8, that proceeding in a different manner would further the public interest; provided, however, that any required action under the California Environmental Quality Act shall not be affected by this Section.

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.10. DEVELOPMENT AGREEMENT NEGOTIATION REPORT AND DOCUMENTS.

(a) **Report.** The Director shall prepare a report on development agreement negotiations between the applicant and the City and County of San Francisco (City), which report shall be distributed to the Commission and Board of Supervisors, and shall be available for public review 20 days prior to the first public hearing on the proposed development agreement. Said report shall include, for each negotiation session between the applicant and the City: (1) an attendance list; (2) a summary of the topics discussed; and (3) a notation as to any terms and conditions of the development agreement agreed upon between the applicant and the City.

(b) **Documents.** The Director shall (1) maintain a file containing documents exchanged between the applicant/developer and the City's executive offices and departments; and (2) endeavor to obtain copies and maintain a list of all correspondence which executive offices and departments received from and sent to the public relating to the development agreement. The Director shall make said documents and the correspondence list available for public review 20 days prior to the first public hearing on the proposed development agreement.

(c) **Update of Report, Documents, and Correspondence List.** The Director shall update the negotiation session report and the correspondence list, and continue to maintain a file of documents exchanged between the applicant/developer and the City until a development agreement is finally approved. The Director shall make the updated report, correspondence list, and documents available to the public at least five working days before each public hearing on the proposed development agreement.

(d) **Remedies.** No action, inaction or recommendation regarding the proposed development agreement shall be held void or invalid or be set aside by a court by reason of any error, irregularity, informality, neglect or omission ("error") which may occur with respect to City compliance with this Section 56.10. This section is not intended to affect rights and remedies with respect to public records otherwise provided by law.

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.11. COLLATERAL AGREEMENTS.

(a) **Filing.** In order to qualify for consideration under the provisions of this section, the party to the collateral agreement seeking such consideration must: (1) submit a copy of the executed collateral agreement to the Director, (2) identify the specific terms and conditions of said collateral agreement which said party believes are necessary to achieve the public purposes sought to be achieved by the City and County through the development agreement process, and (3) provide contemporaneous notice to any other party or parties to the collateral agreement or the development agreement that a request for consideration pursuant to this section was filed. The Director shall forward copies of all collateral agreements received to the City Attorney's Office for review.

(b) **Recommendation of the Director Prior to the First Public Hearing on the Proposed Development Agreement.**

(1) The Director is obligated to consider and make a recommendation only as to those collateral agreements which satisfy the provisions of Section 56.11(a) above, and which are received by the Director within seven days after the date of publication of notice of the first hearing on the proposed development agreement. The Director shall consider those collateral agreements which are on the list provided pursuant to Section 56.11(d) below.

(2) With respect to collateral agreements received pursuant to the provisions set forth above, the Director shall prepare a report to the Commission on said collateral agreements. If the Director finds that applicant compliance with certain specified terms or conditions of said collateral agreements is necessary to achieve the public purposes sought by the City through the development agreement process, then the Director shall recommend that such terms or conditions be incorporated into the proposed development agreement. If the Director recommends incorporation into the development agreement of any terms or conditions of any collateral agreements, then the Director's report shall also note whether the other party or parties to the collateral agreement or proposed development agreement objects, and the basis for that objection.

(3) The provisions of this section are not intended to limit the power of the Commission or the Board to amend the proposed development agreement to incorporate terms or conditions of collateral agreements.

(c) **Annual Recommendation of the Director.** After execution of a development agreement,

(1) The Director shall consider and make a recommendation as to those collateral agreements which satisfy the provisions of Section 56.11(a) above, and which are received 30 days prior to the date scheduled for periodic review, as determined pursuant to Section 56.17(a). The Director shall consider those collateral agreements which are on the list provided pursuant to Section 56.11 (d) below.

(2) With respect to collateral agreements received pursuant to the provisions set forth above, the Director shall prepare a report to the Commission on said collateral agreements. The Director shall also consult with the applicant/developer concerning said collateral agreements. If the Director finds that applicant/developer compliance with certain specified terms or conditions of said collateral agreements would substantially further attainment of the public purposes which were recited as inducement for entering into the development agreement, then the Director shall recommend that the Commission propose an amendment to the development agreement to incorporate said terms and conditions. If the Director recommends proposal of an amendment to incorporate into the development agreement specified terms or

conditions of any collateral agreements, then the Director's report shall also note whether the other party or parties to the collateral agreement or development agreement objects, and the basis for that objection.

(d) **Applicant/Developer Disclosure of Collateral Agreements.**

(1) At least 21 days prior to the first hearing on the proposed development agreement, the applicant/developer shall provide the Director, for the Director's consideration, a list of all collateral agreements as defined in Section 56.3(c) that have been entered into by the applicant/developer.

(2) At least 30 days prior to the date scheduled for periodic review pursuant to Section 56.17(a), the applicant/developer shall provide the Director, for the Director's consideration, an update to the list prepared pursuant to Subsection (d)(1) above, or any previous list prepared pursuant to this Subsection (d)(2), as applicable, identifying all such collateral agreements entered into subsequent to the date of the first list, or subsequent updates, as appropriate.

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.12. IRREGULARITY IN PROCEEDINGS.

No action, inaction or recommendation regarding the proposed development agreement or any proposed amendment shall be held void or invalid or be set aside by a court by reason of any error, irregularity, informality, neglect or omission ("error") as to any matter pertaining to the application, notice, finding, record, hearing, report, summary, recommendation, or any matters of procedure whatever unless after an examination of the entire record, the court is of the opinion that the error complained of was prejudicial and that by reason of the error the complaining party sustained and suffered substantial injury, and that a different result would have been probable if the error had not occurred or existed. There is no presumption that error is prejudicial or that injury resulted if error is shown.

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.13. DETERMINATION BY COMMISSION.

(a) **Public Hearing.** The Commission shall hold a public hearing to consider and act on a proposed development agreement after providing notice as required under Section 56.8.

(b) **Recommendations to Board of Supervisors.** Following the public hearing, the Commission may approve or disapprove the proposed development agreement, or may modify the proposed development agreement as it determines appropriate. The Commission shall make its final recommendation to the Board of Supervisors which shall include the Commission's determination of whether the development agreement proposed is consistent with the objectives, policies, general land uses and programs specified in the general plan and any applicable area or specific plan, and the priority policies enumerated in City Planning Code Section 101.1. The decision of the Commission shall be rendered within 90 days from the date of conclusion of the hearing; failure of the Commission to act within the prescribed time shall be deemed to constitute disapproval.

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.14. DECISION BY BOARD OF SUPERVISORS.

(a) **Action by Board of Supervisors.** The Board of Supervisors shall hold a public hearing on the proposed development agreement approved by the Commission. After the Board of Supervisors completes its public hearing, it may approve or disapprove the proposed development agreement recommended by the Commission. If the Commission disapproves the proposed development agreement, that decision shall be final unless the applicant/developer appeals the Commission's determination to the Board of Supervisors. The applicant/developer may appeal by filing a letter with the Clerk of the Board of Supervisors within 10 days following the Com-mission's disapproval of the proposed development agreement. The procedures for

the Board's hearing and decision shall be the same as those set forth in City Planning Code Sections 308.1(c) and 308.1(d) with respect to an appeal of a Commission disapproval of a City Planning Code amendment initiated by application of one or more interested property owners.

(b) **Material Modification of the Commission's Recommended Development Agreement.** The Board of Supervisors may adopt a motion proposing a material modification to a development agreement recommended by the Commission, as defined in Section 56.3 herein. In such event, the material modification must be referred back to the Commission for report and recommendation pursuant to the provisions of Subdivision (c) below. However, if the Commission previously considered and specifically rejected the proposed material modification, then such modification need not be referred back to the Commission. The Board of Supervisors may adopt any minor modification to the proposed development agreement recommended by the Commission which it determines appropriate without referring the proposal back to the Commission.

(c) **Consideration of Material Modification By the Commission.** The Commission shall hold a public hearing and render a decision on any proposed material modification forwarded to the Commission by motion of the Board within 90 days from the date of referral of the proposed modification by the Board to the Commission; provided, however, if the Commission has not acted upon and returned the proposed material modification within such 90 day period, the proposal shall be deemed disapproved by the Commission unless the Board, by resolution, extends the prescribed time within which the Commission is to render its decision.

(d) **Effect of Commission Action on Proposed Material Modification.** The Board of Supervisors shall hold public hearing to consider the Commission's action on the proposed material modification. If the Commission approves the Board's proposed material modification, the Board may adopt the modification to the agreement by majority vote. If the Commission disapproves the Board's proposed material modification, or has previously specifically rejected the proposed material modification, then the Board may adopt the material modification to the development agreement by a majority vote, unless said modification would reclassify property or would establish, abolish, or modify a setback line, in which case the modification may be adopted by the Board only by a vote of not less than of all of the members of said Board.

(e) **Consistency With General and Specific Plans.** The Board of Supervisors may not approve the development agreement unless it receives the Commission's determination that the agreement is consistent with the Master Plan, any applicable area or specific plan and the Priority Policies enumerated in City Planning Section 101.1.

(f) **Approval of Development Agreement.** If the Board of Supervisors approves the development agreement, it shall do so by the adoption of an ordinance. The Board of Supervisors may not vote on the development agreement ordinance on second reading unless the final version of the development agreement ordinance is available for public review at least two working days prior to the second reading. The development agreement shall take effect upon its execution by all parties following the effective date of the ordinance.

(Added by Ord. 372-88, App. 8/10/88; amended by Ord. 59-91, App. 2/27/91)

SEC. 56.15. AMENDMENT AND TERMINATION OF AN EXECUTED DEVELOPMENT AGREEMENT BY MUTUAL CONSENT.

(a) The development agreement may further define the extent to which changes in the project will require an amendment to the development agreement.

(b) Either the applicant/dcvcloper or the City and County may propose an amendment to, or cancellation in whole or in part of, any development agreement. Any amendment or cancellation shall be by mutual consent of the parties, except as otherwise provided in the development agreement or in Section 56.16.

(c) The procedure for proposing and adopting an amendment which constitutes (1) a material modification, (2) the termination in whole or in part of the development agreement, or (3) a minor modification which the Commission or Board has requested to review pursuant to subsection (d) below, shall be the same as the procedure for entering into an agreement in the first instance, including, but not limited to, the procedures described in Section 56.4, above.

(d) Any proposed amendment or modification to the development agreement which would constitute a minor modification shall not require a noticed public hearing before the parties may execute an amendment to the agreement. The Director may commit to a minor modification on behalf of the City if the following conditions are satisfied:

(1) The Director has reached agreement with the other party or parties to the development agreement regarding the modification;

(2) The Director has: (i) notified the Commission and the Board; (ii) caused notice of the amendment to be published in the official newspaper and included on the Commission calendar; (iii) caused notice to be mailed to the parties to a collateral agreement if specific terms or conditions of said collateral agreement were incorporated into the development agreement and said terms or conditions would be modified by said minor modification; and (iv) caused notice to be mailed to persons who request to be so notified; and

(3) No member of either the Board or Commission has requested an opportunity to review and consider the minor modification within 14 days following receipt of the Director's notice. Upon expiration of the 14-day period, in the event that neither entity requests a hearing, the decision of the Director shall be final.

(Added by Ord. 372-88, App. 8/10/88; amended by Ord. 59-91, App. 2/27/91)

SEC. 56.16. RECORDATION OF DEVELOPMENT AGREEMENTS AMENDMENT OR TERMINATION.

(a) Within 10 days after the execution of the development agreement, or any amendments thereto, the Clerk of the Board of Supervisors shall have the agreement recorded with the County Recorder.

(b) If the parties to the agreement or their successors in interest amend or terminate the agreement as provided herein, or if the Board of Supervisors terminates or modifies the agreement as provided herein for failure of the applicant/developer to comply in good faith with the terms or conditions of the agreement, the Clerk of the Board of Supervisors shall have notice of such action recorded with the County Recorder.

(Added by Ord. 372-88, App. 8/10/88; amended by Ord. 59-91, App. 2/27/91)

SEC. 56.17. PERIODIC REVIEW.

(a) **Time for and Initiation of Review.** The Director shall conduct a review in order to ascertain whether the applicant/developer has in good faith complied with the development agreement. The review process shall commence at the beginning of the second week of January following final adoption of a development agreement, and at the same time each year thereafter for as long as the agreement is in effect. The applicant/developer shall provide the Director with such information as is necessary for purposes of the compliance review.

Prior to commencing review, the Director shall provide written notification to any party to a collateral agreement which the Director is aware of pursuant to Sections 56.11(a) and (d), above. Said notice shall summarize the periodic review process, advising recipients of the opportunity to provide information regarding compliance with the development agreement. Upon request, the Director shall make reasonable attempts to consult with any party to a collateral agreement if specified terms and conditions of said agreement have been incorporated into the development agreement. Any report submitted to the Director by any party to a collateral agreement, if the terms or conditions of said collateral agreement have been

incorporated into the development agreement, shall be transmitted to the Commission and/or Board of Supervisors.

(b) **Finding of Compliance by Director.** If the Director finds on the basis of substantial evidence, that the applicant/developer has complied in good faith with the terms and conditions of the agreement, the Director shall notify the Commission and the Board of Supervisors of such determination, and shall at the same time cause notice of the determination to be published in the official newspaper and included on the Commission calendar. If no member of the Commission or the Board of Supervisors requests a public hearing to review the Director's determination within 14 days of receipt of the Director's notice, the Director's determination shall be final. In such event, the Director shall issue a certificate of compliance, which shall be in recordable form and may be recorded by the developer in the official records. The issuance of a certificate of compliance by the Director shall conclude the review for the applicable period.

(c) **Public Hearing Required.** If the Director determines on the basis of substantial evidence that the applicant/developer has not complied in good faith with the terms and conditions of the development agreement, or otherwise determines that the public interest would be served by further review, or if a member of the Commission or Board of Supervisors requests further review pursuant to Subsection (b) above, the Director shall make a report to the Commission which shall conduct a public hearing on the matter. Any such public hearing must be held no sooner than 30 days, and no later than 60 days, after the Commission has received the Director's report. The Director shall provide to the applicant/developer (1) written notice of the public hearing scheduled before the Commission at least 30 days prior to the date of the hearing, and (2) a copy of the Director's report to the Commission on the date the report is issued.

(d) **Findings Upon Public Hearing.** At the public hearing, the applicant/developer must demonstrate good faith compliance with the terms of the development agreement. The Commission shall determine upon the basis of substantial evidence whether the applicant/developer has complied in good faith with the terms of the development agreement.

(e) **Finding of Compliance by Commission.** If the Commission, after a hearing, determines on the basis of substantial evidence that the applicant/developer has complied in good faith with the terms and conditions of the agreement during the period under review, the Commission shall instruct the Director to issue a certificate of compliance, which shall be in recordable form, may be recorded by the applicant/developer in the official records, and which shall conclude the review for that period; provided that the certificate shall not be issued until after the time has run for the Board to review the determination. Such determination shall be reported to the Board of Supervisors. Notice of such determination shall be transmitted to the Clerk of the Board of Supervisors within three days following the determination. The Board may adopt a motion by majority vote to review the decision of the Planning Commission within 10 days of the date after the transmittal. A public hearing shall be held within 30 days after the date that the motion was adopted by the Board. The Board shall review all evidence and testimony presented to the Planning Commission, as well as any new evidence and testimony presented at or before the public hearing. If the Board votes to overrule the determination of the Planning Commission, and refuses to approve issuance of a certificate of compliance, the Board shall adopt written findings in support of its determination within 10 days following the date of such determination. If the Board agrees with the determination of the Planning Commission, the Board shall notify the Planning Director to issue the certificate of compliance.

(f) **Finding of Failure of Compliance.** If the Commission after a public hearing determines on the basis of substantial evidence that the applicant/developer has not complied in good faith with the terms and conditions of the agreement during the period under review, the Commission shall either (1) extend the time for compliance upon a showing of good cause; or (2) shall initiate proceedings to modify or terminate the agreement pursuant to Section 56.18.

(Added by Ord. 372-88, App. 8/10/88; amended by Ord. 59-91, App. 2/27/91; Ord. 287-96, App. 7/12/96)

SEC. 56.18. MODIFICATION OR TERMINATION.

(a) If the Commission, upon a finding pursuant to Subdivision (f) of Section 56.17, determines that modification of the agreement is appropriate or that the agreement should be terminated, the Commission shall notify the applicant/developer in writing 30 days prior to any public hearing by the Board of Supervisors on the Commission's recommendations.

(b) **Modification or Termination.** If the Commission, upon a finding pursuant to Subdivision (f) of Section 56.17, approves and recommends a modification or termination of the agreement, the Board of Supervisors shall hold a public hearing to consider and determine whether to adopt the Commission recommendation. The procedures governing Board action shall be the same as those applicable to the initial adoption of a development agreement; provided, however, that consent of the applicant/developer is not required for termination under this section.

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.19. LIMITATION ON ACTIONS.

(a) Any decision of the Board pursuant to this Chapter shall be final. Any court action or proceeding to attack, review, set aside, void or annul any final decision or determination by the Board shall be commenced within 90 days after (1) the date such decision or determination is final, or (2) when acting by ordinance, after the ordinance is signed by the Mayor, or is otherwise finally approved.

(b) Any court action or proceeding to attack, review, set aside, void or annul any final decision or determination by (1) the Director pursuant to Section 56.15(d)(iii), or (2) the Commission pursuant to Section 56.17(e) shall be commenced within 90 days after said decision is final.

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.20. FEE.

In order to defray the cost to the City and County of San Francisco of preparing, adopting, and amending a development agreement, a fee shall be charged and collected in accord with the procedures described below:

(a) **Cost Estimate and Application Report.** The reasonable costs to the various departments of the City and County of San Francisco including, but not limited to, the Planning Department, the Department of Public Works, the Mayor's Office of Housing, the Real Estate Department and the City Attorney's Office for staff time, necessary consultant services and associated costs of materials and administration will vary according to the size and complexity of the project. Accordingly, upon receipt of an application for a development agreement, the Planning Department, after consultation with the applicant/developer, any other parties identified in the application as parties to the proposed development agreement, and the affected City and County departments, shall prepare an estimated budget of the reasonable costs to be incurred by the City and County (1) in the preparation and adoption of the proposed development agreement, and (2) in the preparation of related documents where the costs incurred are not fully funded through other City fees or funds; provided, however, that if the projected time schedule exceeds one year, then the estimated budget shall be prepared for the initial 12-month period only, and the estimated budgets for any subsequent 12-month time periods shall be prepared prior to the end of the prior 12-month period.

The Director shall also prepare a report for the Commission and Board describing the application, the anticipated public benefits listed in the application pursuant to Section 56.4(b), and the projected time schedule for development agreement negotiations.

(b) **Commission and Board of Supervisors Consideration.** The Commission shall recommend to the Board of Supervisors that a fee be imposed of a specified amount after reviewing the cost estimate prepared by the Director and conducting a public hearing pursuant to Section 56.4(c). If the Board of Supervisors approves the fee amount by resolution, the fee shall be paid within 30 days after the effective date of the resolution. The fee shall be paid in a single installment or, at the discretion of the Director, in four equal

installments, payable periodically over the estimated time frame for which the estimated budget has been prepared, with the first installment due within 30 days after the effective date of the fee resolution.

(c) **Deposit.** The applicant/developer may prepay up to 50 percent of the amount of the fee (as calculated in the Director's estimated budget) into a Development Agreement Fund established for that purpose to enable the affected City Departments and agencies to begin work on the application. Such funds shall be deemed appropriated for the purposes identified in the cost estimate, and shall be credited against the final fee amount specified in the fee resolution if such resolution is ultimately adopted by the Board of Supervisors. If the Board fails to adopt such fee resolution, then the Controller shall return any prepaid funds remaining unexpended or unobligated to the applicant/developer. If the Board approves a fee amount which is less than the amount which the applicant/developer prepaid, then the Controller shall return that portion of the difference between the fee amount and the prepaid funds which remains unexpended or unobligated to the applicant/developer.

(d) **Development Agreement Fund.** There is hereby created a Development Agreement Fund wherein all funds received under the provisions of this section shall be deposited. All expenditures from the Fund shall be for purposes of reviewing the application for, or proposed material modification to, a development agreement and preparing the documents necessary to the approval of the development agreement, or a material modification thereto. Up to 50 percent of the annual cost estimate is hereby deemed appropriated for such purposes if the applicant/developer chooses to prepay such amount pursuant to Subsection (c) above. All other funds are subject to the budget and fiscal powers of the Board of Supervisors. Interest earned on such amounts deposited in said Fund shall accrue to the Fund for the purposes set forth herein. Upon the execution of a development agreement, or withdrawal by an applicant/developer of its application, any unexpended or unobligated portion of the fee paid by the applicant/developer shall be returned to the applicant/developer.

(e) **Waiver for Affordable Housing.** The Board of Supervisors may, by resolution, waive all or a portion of the fee required pursuant to this section for affordable housing developments, as that term is defined in Section 56.3, only if it finds that such waiver is necessary to achieve such affordable housing development.

(f) **Other Fees.** Payment of fees charged under this section does not waive the fee requirements of other ordinances. The fee provisions set forth herein are not intended to address fees or funding for parties to collateral agreements.

(g) **Not Applicable to Rental Housing With On-Site Affordable Housing Units.** The hearings and fee required pursuant to this section shall not apply to development agreements entered into with project sponsors of rental housing developments with on-site affordable housing units as that term is defined in Section 56.3(j) if the provision of on-site affordable housing units is the primary purpose of the Development Agreement.

(Added by Ord. 372-88, App. 8/10/88; Ord. 312, File No. 100046, App. 12/23/2010)

Exhibit S
Form of Grant Deed

EXHIBIT S

Form of Grant Deed

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: Real Estate Division City and County of San Francisco 25 Van Ness Avenue, Suite 400 San Francisco, California 94102 Attn: Director of Property	
APN(s): [_____]	SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

The undersigned Grantor declares:

This instrument is exempt from Recording Fees (CA Govt. Code § 27383) and Documentary Transfer Tax (CA Rev. & Tax Code § 11922 and S.F. Bus. & Tax Reg. Code § 1105)

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, [NAME OF DEVELOPER], a [_____] ("**Grantor**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the real property located in the City and County of San Francisco, State of California, described on Exhibit A attached hereto and made a part hereof (the "**Land**"), together with any and all buildings, improvements and fixtures located thereon and any and all rights, privileges and easements appurtenant to the Land, including any and all minerals, oil, gas and other hydrocarbon substances on or under the Land, any and all development rights, air rights, water, water rights, riparian rights and water stock appurtenant to the Land, any and all easements, rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the Land as described in Exhibit A (collectively, the "**Property**")[, excepting from the Land and the Property:

A. INSERT RESERVED EASEMENTS CONSISTENT WITH DDA, E.G. TELECOMMUNICATIONS OR OTHER FACILITIES.]

The Property is conveyed subject to:

1. General and special real property taxes and assessments and supplemental assessments, if any, and proceedings or notices by a public agency that may result in taxes or assessments;
2. any encroachments, encumbrance, violation, variation, facts, rights, interests, or claims that are not of record but that could be ascertained by an inspection of the Property or disclosed by an accurate and complete survey of the Property, or that may be asserted by any persons in possession of the Property; and
3. all other covenants, conditions, restrictions, reservations, rights, rights-of-way, dedications, offers of dedication and easements of record or apparent.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Grant Deed has been executed by Grantor and is effective as of [_____, 20__].

GRANTO R

[_____],
a [_____]

By: _____
Name: _____
Title: _____

ACKNOW LEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On_____, 20 __ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

EXHIBIT A

LEGAL DESCRIPTION

[To be inserted.]

CERTIFICATE OF ACCEPTANCE

This is to certify that the Property as defined in and conveyed by the Grant Deed from [NAME OF DEVELOPER], a [_____], to the City and County of San Francisco, a municipal corporation ("**Grantee**"), dated as of [_____ __, 20__] (the "**Grant Deed**"), is hereby accepted by Grantee by order of its Board of Supervisors' Resolution No. 18110, adopted on August 5, 1957 and approved by the Mayor on August 10, 1957, and Grantee hereby consents to recordation of the Grant Deed.

Dated: _____

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Name: _____
Title: Director of Property

Exhibit T
Form of Quitclaim Deed

EXHIBIT T

FORM OF QUIT CLAIM DEED

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

[DEVELOPER:

_____

_____

_____

Attn: _____]

MAIL TAX STATEMENTS TO:

[DEVELOPER DESIGNEE:

_____

_____

_____

Attn: _____]

APN(s): [_____]

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

The undersigned City declares:

This instrument is exempt from Recording Fees (CA Govt. Code § 27383) and Documentary Transfer Tax (CA Rev. & Tax Code § 11911) since the consideration for this instrument is less than $100.00

QUIT CLAIM DEED

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "**City**"), pursuant to [Ordinance No. _____, adopted by its Board of Supervisors on _____, 20__ and approved by the Mayor on _____, 20__], hereby RELEASES, REMISES AND QUITCLAIMS to [NAME OF DEVELOPER], a [_____], any and all right, title and interest the City may have in and to the real property located in the City and County of San Francisco, State of California, described on Exhibit A attached hereto and made a part hereof.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Quitclaim Deed has been executed by the City and is effective as of [_____, 20__].

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Name: _____
Title: Director of Property

Board of Supervisors Ordinance No. _____

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: _____
Name: _____
Title: Deputy City Attorney

[If required: DESCRIPTION CHECKED/APPROVED:

By: _____
Name: _____
Title: City Engineer]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On_____, 20 __ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

EXHIBIT A

LEGAL DESCRIPT DN

[To be inserted.]

Exhibit U
Form of Notice of Termination

EXHIBIT U

Form of Notice of Termination

This instrument is exempt from Recording Fees (CA Govt. Code § 27383) **RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:** [DEVELOPER: _____ _____ _____ Attn: _____]	

APN(s): [_____] SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

NOTICE OF TERMINATION

This NOTICE OF TERMINATION (this "**Notice of Termination**") is made and entered into as of [INSERT DATE THAT TERMINATION OCCURRED] _____ __, 20__ (the "**Effective Date**") by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "**City**"), acting by and through its Planning Department, and [NAME OF DEVELOPER], a [_____] ("**Developer**").

RECITALS

A. Reference is hereby made to that certain Development Agreement between the City and Developer, dated as of _____ __, 2019 and recorded in the Official Records on _____ __, 2019 as Document No. _____ [DESCRIBE ANY AMENDMENTS] (collectively, the "**Agreement**"). All initially capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Agreement.

B. As of the Effective Date, the Agreement terminated in accordance with its terms [in its entirety] [with respect to the portion of the Project Site described on Exhibit A attached hereto (the "**Property**")].

C. Pursuant to section 7.1 of the Agreement, the City and Developer desire to memorialize in the Official Records that as of the Effective Date the Agreement terminated in accordance with its terms [in its entirety] [with respect to the Property].

NOW, THEREFORE, the City and Developer do hereby acknowledge and agree that as of the Effective Date the Agreement terminated in accordance with its terms [in its entirety] [with respect to the Property]. Except as expressly provided herein, nothing contained in this Notice of

Termination shall modify the Agreement, including any provisions that survive termination of the Agreement. This Notice of Termination may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Notice of Termination has been executed by the City and Developer as of the Effective Date.

DEVELOPER:

[_____],
a [_____]

By: _____
Name: _____
Title: _____

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: _____
Name: _____
Title: Deputy City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On_____, 20 __ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On_____, 20 __ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

EXHIBIT A

PROPERTY

[To be provided if applicable]

Exhibit V
Form of Notice of Completion

EXHIBIT V

Form of Notice of Completion

This instrument is exempt from Recording Fees (CA Govt. Code § 27383) **RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:** [DEVELOPER: _____ _____ _____ Attn: _____]	

APN(s): [_____] SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

NOTICE OF COMPLETION

This NOTICE OF COMPLETION (this "**Notice of Completion**") is given as of [INSERT DATE THAT COMPLETION DEEMED TO HAVE OCCURRED] _____ __, 20__ (the "**Effective Date**") by the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "**City**"), acting by and through its Planning Department.

RECITALS

A. Reference is hereby made to that certain Development Agreement between the City and [NAME OF DEVELOPER], a [_____] ("**Developer**"), dated as of _____ __, 2019 and recorded in the Official Records on _____ __, 2019 as Document No. _____ [DESCRIBE ANY AMENDMENTS] (collectively, the "**Agreement**"). All initially capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Agreement.

B. As of the Effective Date, [the Development Phase(s) described on Exhibit A attached hereto (collectively, the "**Completed Phases**")] [the Buildings, Infrastructure, Parks and Open Spaces, Privately-Owned Community Improvements and/or Public Improvements described on Exhibit A attached hereto (collectively, the "**Completed Improvements**")] and all of the Associated Community Benefits tied thereto have been Completed in accordance with the Agreement.

C. Pursuant to section 7.1 of the Agreement, Developer has requested that the City execute, deliver and record in the Official Records this Notice of Completion, and the City desires to fulfill its obligation under the Agreement to do so.

NOW, THEREFORE, the City does hereby acknowledge and agree that as of the Effective Date the Completed [Phases] [Improvements] and all of the Associated Community Benefits tied thereto have been Completed in accordance with the Agreement. All Persons with an interest in the Completed [Phases] [Improvements] or the underlying real property have the right to rely on this Notice of Completion.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Notice of Completion has been executed by the City as of the Effective Date.

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: _____
Name: _____
Title: Deputy City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On_____, 20 __ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

EXHIBIT A

COMPLETED [PHASES] [IMPROVEMENTS]

Exhibit W
Form of Permit to Enter

EXHIBIT W

Form of Permit to Enter

PERMIT TO ENTER

This PERMIT TO ENTER (this "**Permit**") is made and entered into as of _____ __, 20__ (the "**Effective Date**") by and between **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (the "**City**"), and _____, a _____ ("**Permittee**"). The City and Permittee are also sometimes referred to individually as a "**Party**" and together as the "**Parties**".

RECITALS

A. The City and Permittee are party to that certain Development Agreement, dated as of _____ __, 2019 and recorded in the Official Records on _____ __, 2019 as Document No. _____ [DESCRIBE ANY AMENDMENTS] (collectively and as may be further amended from time to time, the "**Development Agreement**"). All initially capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Development Agreement.

B. Pursuant to section 7.3 of the Development Agreement, the City is required to grant to Developer permits to enter City-owned property, as more particularly described therein.

C. Permittee is "Developer" under the Development Agreement with respect to the Project Site or a portion thereof.

D. The City owns real property located at _____ in San Francisco, California, as more particularly described on Exhibit A attached hereto (the "**Permit Area**"), and Permittee desires to enter the Permit Area in order to undertake activities associated with the development of the Project.

E. In accordance with the terms of the Development Agreement, the City and Permittee desire to enter into this Permit in order for the City to grant to Permittee a non-exclusive permit to enter upon the Permit Area upon the terms, covenants, and conditions in this Permit.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Permittee hereby agree as follows:

1. Permit Area: The City hereby grants to Permittee and its representatives, agents, contractors, consultants, subcontractors, affiliates, joint venture partners and their respective agents and employees (collectively, its "**Representatives**") a non-exclusive

permit to enter upon the Permit Area to undertake the Interim Use (as defined below). This Permit is non-exclusive and is subject to the rights of ingress and egress by the City and other Persons that are authorized to access portions of the Permit Area.

2. Interim Use: The Permittee and its Representatives may use the Permit Area to _____ *[describe permitted activities]* (collectively, the "**Interim Use**"), together with any and all additional uses as may be reasonably necessary or desirable for the development of the Project and are approved in writing by City, which such uses shall also be deemed an Interim Use hereunder. No uses other than the Interim Use are authorized by this Permit.

3. Time of Entry: Entry under this Permit may commence on _____ __, 20__ at 8:00 a.m. This Permit and Permittee's rights under this Permit shall terminate on _____ __, 20__ at 5:00 p.m., unless earlier terminated in accordance with this Permit or extended by the written approval of the [Director of Property/General Manager [**NB: as applicable per City Agency with jurisdiction over subject land]]**. Permittee may terminate this Permit upon notice thereof to the City for any reason or for no reason. This Permit shall terminate automatically upon the termination of the Development Agreement in its entirety or with respect to Permittee. During the term of this Permit, the City shall not grant to any Person any rights to access or use any portion of the Permit Area to the extent that such access or use could materially and adversely affect the development of the Project, without the approval of Permittee, unless required by Law.

4. Indemnification:

a. General Indemnification: Pursuant to section 4.7 of the Development Agreement, Permittee has agreed to Indemnify the City and the other City Parties against certain Losses. Such Indemnifications shall extend and apply to all Losses arising out of or resulting from the acts or omissions of Permittee and its Representatives in entering upon or performing activities upon the Permit Area under this Permit, subject to the terms and conditions of such Indemnifications set forth in the Development Agreement. For purposes of the foregoing, all Representatives shall be deemed to be Persons for whom Permittee is responsible under this Section 4(a) (as contemplated by section 4.7 of the Development Agreement). Permittee may seek separate Indemnification from any Representative, as it deems necessary; however, the existence or absence of any such Indemnification shall not affect or limit Permittee's Indemnification of the City Parties as set forth above. All Indemnifications herein shall survive the completion or other termination of this Permit, subject to the terms and conditions therefor set forth in the Development Agreement. The Indemnities herein shall in no way be limited by the insurance requirements contained in this Permit, or in any other document or agreement between the Parties. The Indemnities herein shall not limit or replace any applicable Indemnification under any other agreement between the Parties.

b. No Mechanics' Liens: Permittee shall not permit any mechanics' or other liens to be levied against the Permit Area for any labor or

material furnished to Permittee or claimed to have been furnished to Permittee or to its Representatives in connection with the Interim Use. If any claim of lien is filed against the Permit Area or a stop notice is served on any person in connection with the Permitted Use, then Permittee shall, within thirty (30) days after such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice, deliver to the City a surety bond in sufficient form and amount, or provide the City with other assurance satisfactory to the City, that the claim of lien or stop notice will be paid or discharged and diligently prosecute such payment or discharge to completion so as to have the lien released.

5. Hazardous Material Acknowledgement and Indemnification:

a. Hazardous Material Acknowledgement: Permittee recognizes that, in entering upon the Permit Area and performing the Interim Use under this Permit, its Representatives may be working with or be exposed to substances or conditions that are toxic or otherwise hazardous. Permittee acknowledges that the City is relying on the Permittee to identify and evaluate the potential risks involved and to take all appropriate precautions to avoid risks to its Representatives. Permittee agrees that it is assuming full responsibility for ascertaining the existence of all risks, evaluating their significance, implementing appropriate safety precautions for its Representatives and making the decision on how (and whether) to enter upon the Permit Area and carry out the Interim Use, with due regard to the risks and appropriate safety precautions.

b. Proper Disposal of Hazardous Materials: Permittee assumes sole responsibility for managing, removing, and properly disposing of any waste produced during or in connection with Permittee's entry and/or Interim Use of the Permit Area, including preparing and executing any manifest or other documentation required for or associated with the removal, transportation, and disposal of hazardous substances to the extent required in connection with the Permittee's activities.

c. Toxics Indemnification: Permittee shall Indemnify the City and the other City Parties from and against any and all Losses arising or resulting directly or indirectly from any third party claim against any City Party arising from any release or threatened release of a hazardous substance, pollutant, or contaminant, or any condition of pollution or contamination, or nuisance in the Permit Area or in ground or surface waters associated with and in the vicinity of the Permit Area to the extent that the release or threatened release, or condition is directly created or aggravated by the Interim Use undertaken by Permittee under this Permit or by any breach of or failure to duly perform or observe any term, covenant, or agreement in this Permit to be performed or observed by the Permittee, including any violation of any Environmental Law (as defined in Section 6(e) below); provided, however, that Permittee shall have no liability for, nor any obligation to Indemnify any Person from or against any Losses (i) to the extent void or otherwise unenforceable

under Law or such Loss is caused, contributed to or exacerbated by the negligence or willful misconduct of any of the City Parties, breach of this Permit or the Development Agreement by the City or breach of any agreement in connection herewith by any of the City Parties, or (ii) resulting from the mere discovery or disclosure of any pre-existing condition on or in the vicinity of the Permit Area; and provided further that Permittee shall be held to a standard of care no higher than the standard of care applicable to environmental and geotechnical professionals in San Francisco.

d. Hazardous Substances: For purposes of this Permit, the term "**Hazardous Substance**" has the meaning set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U. S. C. Section 9601(14), and also includes petroleum, (including crude oil or any fraction thereof), asbestos, asbestos-containing materials, polychlorinated biphenyls ("**PCBs**" or "**PCB**"), PCB-containing materials, all hazardous substances identified at California Health & Safety Code Sections 25316 and 25281(h), all chemicals listed under California Health & Safety Code Section 25249.8, and any substance deemed a hazardous substance, hazardous material, hazardous waste, pollutant, or contaminant under applicable state or local law.

e. Environmental Laws: For purposes of this Permit, the term "**Environmental Laws**" includes all federal, state, and local laws, regulations, ordinances, and judicial and administrative directives, orders and decrees dealing with or pertaining to solid or hazardous waste, wastewater discharges, drinking water, air emissions, Hazardous Substance releases or reporting requirements, Hazardous Substance use or storage, and employee and community right-to-know requirements, related to the Interim Use.

f. Release: For purposes of this Permit, the term "**Release**" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Substance or pollutant or contaminant).

g. Soils Investigation: If the Interim Use includes any soils investigations, then Permittee agrees as follows:

(i) If any soils investigation permitted under this Permit involves drilling holes with a diameter that could create a safety hazard for persons, the holes during any drilling operations must be carefully safeguarded and be refilled on the completion of the drilling operations (and compacted to the extent necessary) to the level of the original surface penetrated by the drilling.

(ii) The City has no responsibility or liability of any kind or character with respect to any utilities that may be located in or on the Permit Area. Permittee has the sole

responsibility to locate the same and to protect them from damage. Permittee shall be solely responsible for any damage to utilities or damage resulting from any damaged utilities. Before the start of the Interim Use, the Permittee is advised to contact Underground Services Alert for assistance in locating existing utilities at (800) 642-2444. Any utility conduit or pipe encountered in excavations not identified by Underground Services Alert must be brought to the attention of the City immediately.

(iii) All soils test data and resulting reports obtained from these activities must be provided to the City upon request and the City may use the data for whatever purposes it deems appropriate, including making it available to other Persons for use in connection with any development; provided, however, that such data and reports shall be provided on an "AS IS" condition and basis "WITH ALL FAULTS", without representation, warranty or liability to the City or any other Person. The data, reports, and City use shall be without any charge to the City.

(iv) Any hole drilled, if not refilled and compacted at the end of each day's operation, and the drilling work area and any equipment left on the Permit Area must be carefully safeguarded and secured after the completion of each day's work.

6. Insurance:[1] Permittee shall procure and maintain coverage for the term of this Permit, including any extensions, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of Interim Use by the Permittee or its Representatives. The cost of the insurance shall be borne by the Permittee.

a. Required Coverages: Permittee shall procure and maintain throughout the term of this Permit and pay the cost thereof the following insurance:

(i) If Permittee has employees, Worker's Compensation Insurance in statutory amounts, with Employers' Liability Coverage with limits of not less than $1,000,000 for each accident and occurrence; and

(ii) Comprehensive or Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverage for Contractual Liability, Host Liquor Liability, Personal Injury, Advertising Liability, Independent Contractors, Explosion, Collapse and Underground (XCU), Broad Form Property Damage; and

(iii) Comprehensive or Business Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverage for owned, non-owned and hired automobiles, if applicable, which insurance is required if any automobiles or any other motor vehicles are operated in connection with Permittee's activity on, in, and around the Permit Area; and

(iv) Any other insurance as required by Law.

[1] Insurance provisions subject to continuing review.

b. Claims Made Policy: If any of the required insurance is provided under a claims-made form, Permittee shall maintain that coverage continuously throughout the term of this Permit and, without lapse, for two (2) years beyond the expiration of this Permit, to the effect that, if occurrences during the term of this Permit give rise to claims made after expiration of this Permit, then those claims shall be covered by the claims-made policies.

c. Annual Aggregate Limit: If any of the required insurance is provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in the annual aggregate limit, the annual aggregate limit must be not less than double the occurrence limits specified above.

d. Additional Insureds: Liability policies must be endorsed to name as additional insureds the "City and County of San Francisco, and its officers, directors, employees, and agents" (Insurance Certificate with Endorsement for the additional insureds).

e. Payment of Premiums: Permittee shall pay all the premiums for maintaining all required insurance.

f. Waiver of Subrogation Rights: Notwithstanding anything to the contrary contained herein, City and Permittee (each a "**Waiving Party**") each hereby waives any right of recovery against the other Party for any loss or damage sustained by the other Party with respect to the Permit Area or any portion of it or the contents of the Permit Area or any operation in or on the Permit Area, whether or not the loss is caused by the fault or negligence of the other Party, to the extent the loss or damage is covered by insurance required to be purchased by the Waiving Party under this Permit or is actually covered by insurance obtained by the Waiving Party. Each Waiving Party agrees to cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies relating to the Permit Area; provided, the failure to obtain an endorsement shall not affect the above waiver.

g. General Insurance Matters:

(i) All insurance policies must be endorsed to provide thirty (30) days' prior written notice of cancellation, non-renewal, or reduction in coverage or limits to the City, or Permittee shall provide notice to City in lieu of the policy provisions.

(ii) All insurance policies shall be endorsed to provide that the insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and that insurance applies separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

(iii) Before commencement of activities under this Permit, certificates of insurance and brokers' endorsements, in form and with insurers acceptable to the City, must be furnished to the City, along with complete copies of policies if requested by the City.

(iv) All insurance policies required to be maintained by Permittee must be by an insurance company or companies reasonably acceptable to the City with an AM Best rating of not less than A-VII and approved to do business in the State of California.

h. No Limitation on Indemnities: Permittee's compliance with the provisions of this Section 6 shall in no way relieve or decrease Permittee's indemnification obligations under this Permit, the Development Agreement or other agreement, or any of Permittee's other obligations or liabilities under this Permit.

i. Lapse of Insurance: City may elect in the City's sole and absolute discretion to terminate this Permit by written notice thereof to Permittee during the lapse of any required insurance coverage, provided that the City has first delivered to Permittee written notice of such lapse and Permittee fails to cure such lapse within thirty (30) days after receiving such notice.

j. Permittee's Personal Property: Permittee is responsible, at its expense, for separately insuring Permittee's personal property.

k. Subpermittee: Permittee must include all Subpermittees (as defined below) as insureds under its policies or require each Subpermittee to furnish separate insurance certificates and endorsements. All coverages for Subpermittees shall be subject to all the requirements of this Permit.

7. "As Is", Maintenance, Restoration, Vacating:[2] Permittee accepts the Permit Area "**AS IS**", and Permittee's entry on the Permit Area is Permittee's acknowledgment that all dangerous places and defects in the Permit Area are accepted by it. Permittee shall use commercially reasonable efforts not to cause the Permit Area to be unsafe, unsightly, or unsanitary, except to the extent reasonably necessary in connection with the Interim Use. Upon the expiration or earlier termination of this Permit, Permittee shall vacate the Permit Area and remove all personal property brought to the Permit Area by Permittee and restore the Permit Area to substantially the condition as of the Effective Date or better, provided that Permittee shall have no obligation to remove or restore any improvements made by Permittee under this Permit, if any. The City shall have the right without notice to Permittee to dispose of any property left on the Permit Area after Permittee has vacated the Permit Area. By this Permit, the City makes no representations or warranties, express or implied, with respect to the environmental condition of the Permit Area or the surrounding property (including all facilities, improvements, structures, equipment, soil and groundwater) or compliance with any Environmental Laws, and gives no Indemnification, express or implied, under this Permit for any costs or liabilities arising out of or related to

[2] Remains subject to PH review. Modified consistent with CP/HPS2 Agency license.

the presence, discharge, migration, or Release or threatened Release of Hazardous Substance in or from the Permit Area.

8. Compliance With Laws: All activities and operations of the Permittee and/or its Representatives under this Permit must be in full compliance with all applicable Laws and any applicable Mitigation Measures. For the avoidance of doubt, the laws of the City applicable under this Permit shall be the Existing Standards, as the same may be amended or updated in accordance with permitted New City Laws as set forth in section 5.6 of the Development Agreement.

9. Security of Permit Area: There is an existing fence with gates around the Permit Area:
Yes ☐ No ☐

If "Yes" is checked above, Permittee shall repair any damage caused by Permittee or as a result of the Interim Use. Permittee may relocate the fence as needed, provided that, unless otherwise approved by the City, the fence is restored to its original condition upon termination of this Permit. If "No" is checked above, Permittee may install a fence, and shall install a fence if required under Section 15 below, around construction sites without adversely impacting appropriate ingress and egress by other Persons with the right to do so. The City must approve the location of any new or relocated fence. Permittee shall be responsible for removing the fence when no longer needed and repairing any damage caused by the removal.

10. Early Termination: An "**Event of Default**" shall be deemed to have occurred if a Party (the "**Defaulting Party**") violates any of this Permit's terms, covenants, or conditions and the Defaulting Party fails to cure the violation with thirty (30) days (or twenty-four (24) hours if the total time of permitted entry under Section 3 is four (4) days or less) after written notice of such violation from the non-Defaulting Party, provided that if more than thirty (30) days or twenty-four (24) hours, as applicable, are reasonably required for such cure, then no such Event of Default shall be deemed to have occurred if the Defaulting Party commences such cure within such thirty (30) day or twenty-four (24) hour period, as applicable, and diligently prosecutes such cure to completion. Upon the occurrence and during the continuance of an Event of Default, the non-Defaulting Party may take whatever action at law or in equity as may be reasonably necessary to enforce this Permit, including terminating this Permit by delivery of notice thereof to the Defaulting Party or commencing an action against the Defaulting Party for damages or for specific performance or injunctive relief. The remedies available to the non-Defaulting Party shall be cumulative, and no remedy expressly provided for in this Section 10 shall be deemed to exclude any other remedy available at law or in equity.

11. Entry under Permittee Authority: Permittee assumes all responsibility for the safety of all persons and property and equipment that enter upon or are placed in the Permit Area by Permittee or its Representatives under this Permit. Permittee may grant a subpermit (each, a "**Subpermit**") to enter the Permit Area or any portion thereof to any of its Representatives (each, a "**Subpermittee**"). Any Subpermit shall be subject to the terms and conditions of this Permit.

12. Assignment: Neither Party may assign this Permit without the approval of the other Party. Notwithstanding the foregoing, to the extent that Permittee assigns to any Person its interests as Developer under the Development Agreement with respect to the Permit Area or any portion of the Project that is tied to the Interim Use, Permittee shall (without the requirement of any approval hereunder) contemporaneously assign this Permit to such Person with respect to such portion of the Project, except as may be otherwise approved by the City and Permittee. Upon any permitted assignment of this Permit, the assigning Party shall be released of its obligations hereunder as to the applicable portion of the Permit Area.

13. Miscellaneous Provisions:

a. Governing Law: This Permit is governed by and interpreted under the laws of the State of California, without regard to its principles of conflicts of law.

b. Attorneys' Fees: Should legal action be brought by Developer or the City against the other for an Event of Default under this Permit or to enforce any provision herein, the prevailing Party in such action shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing Party. For purposes of this Permit, "**reasonable attorneys' fees and costs**" means the reasonable fees and expenses of counsel to the applicable Party, which may include printing, duplicating and other expenses, air freight charges, hiring of experts and consultants and fees billed for law clerks, paralegals, librarians and others not admitted to the bar but performing services under the supervision of an attorney, and shall include all such reasonable fees and expenses incurred with respect to appeals, mediation, arbitrations and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees and costs were incurred. For the purposes of this Section 13(b), the reasonable fees of attorneys of the City Attorney's Office shall be the lowest rates regularly charged by the City Attorney's Office to similarly situated third-party developers (which shall in no event exceed comparable rates charged by private law firms in the City with approximately the same number of attorneys as employed by the City Attorney's Office).

c. Severability: If any term, provision, covenant or condition of this Permit is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Permit shall continue in full force and effect, except to the extent that enforcement of the remaining provisions of this Permit would be unreasonable or grossly inequitable under all the circumstances or would frustrate the fundamental purpose of this Permit or the Development Agreement.

d. Entire Agreement: This Permit, including the preamble, Recitals and Exhibits, and the agreements between the City and Permittee specifically referenced in this Permit, including the Development Agreement, constitute the entire agreement between the City and Permittee with respect to the

subject matter contained herein. Prior drafts of this Permit and changes from those drafts to the executed version of this Permit shall not be introduced as evidence in any litigation or other dispute resolution proceeding by the City, Permittee or any other Person, and no court or other body shall consider such drafts or changes in interpreting this Permit.

e. No Waiver: The waiver or failure to enforce any provision of this Permit shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

f. Construction of Permit. The City and Permittee have mutually negotiated the terms and conditions of this Permit, which have been reviewed and revised by legal counsel for each of the City and Permittee. Accordingly, no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Permit. Wherever in this Permit the context requires, references to the masculine shall be deemed to include the feminine and the neuter and vice-versa, and references to the singular shall be deemed to include the plural and vice versa. Unless otherwise specified, whenever in this Permit, including its Exhibits, reference is made to any Recital, Article, Section, Exhibit, Schedule or defined term, the reference shall be deemed to refer to the Recital, Article, Section, Exhibit, Schedule or defined term of this Permit. Any reference in this Permit to a Recital, an Article or a Section includes all subsections and subparagraphs of that Recital, Article or Section. Section and other headings and the names of defined terms in this Permit are for the purpose of convenience of reference only and are not intended to, nor shall they, modify or be used to interpret the provisions of this Permit. Except as otherwise explicitly provided herein, the use in this Permit of the words "including", "such as" or words of similar import when accompanying any general term, statement or matter shall not be construed to limit such term, statement or matter to such specific terms, statements or matters. In the event of a conflict between the Recitals and the remaining provisions of this Permit, the remaining provisions shall prevail. Words such as "herein", "hereinafter", "hereof", "hereby" and "hereunder" and the words of like import refer to this Permit, unless the context requires otherwise. Unless the context otherwise specifically provides, the term "or" shall not be exclusive and means "or, and, or both".

g. Approvals and Consents: As used herein, the words "approve", "consent" and words of similar import and any variations thereof refer to the prior written consent of the applicable Party or other Person. Whenever any approval or consent is required or permitted to be given by a Party hereunder, it shall not be unreasonably withheld, conditioned or delayed unless the approval or consent is explicitly stated in this Permit to be within the "sole discretion" (or words of similar import) of such Party. The reasons for failing to grant approval or consent, or for giving a conditional or limited approval or consent, shall be stated in reasonable detail in writing. Approval or consent by a Party to or of any act or request by the other Party shall not be deemed to waive or render unnecessary approval or consent to or of any similar or subsequent acts or requests.

h. No Joint Venture or Partnership: Nothing contained in this Permit, or in any document executed in connection with this Permit, shall be construed as creating a joint venture or partnership between the City and Permittee. Neither Party is acting as the agent of the other Party in any respect hereunder. Permittee is not a state or governmental actor with respect to any activity conducted by Permittee hereunder.

i. Time: Time is of the essence with respect to each provision of this Permit in which time is a factor. References in this Permit to time shall be to the local time in San Francisco, California on the applicable day. References in this Permit to days, months and quarters shall be to calendar days, months and quarters, respectively, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice, meet a deadline or to undertake any other action occurs on a day that is not a Business Day, then the last day for giving the notice, replying to the notice, meeting the deadline or undertake the action shall be the next succeeding Business Day, or if such requirement is to give notice before a certain date, then the last day shall be the next succeeding Business Day. Where a date for performance is referred to as a month without reference to a specific day in such month, or a year without reference to a specific month in such year, then such date shall be deemed to be the last Business Day in such month or year, as applicable.

j. Extensions of Time: Either Party may extend the time for the performance of any term, covenant or condition of this Permit by the other Party, or permit the curing of any related default by such other Party, upon such terms and conditions as it determines appropriate, in each case by a written instrument signed by authorized representative(s) of such extending Party.

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

l. Notices: Whenever any notice or any other communication is required or permitted to be given under any provision of this Permit, such notice or other communication shall be given in accordance with and governed by section 14.10 of the Development Agreement to the address(es) (or email address(es)) of the Party to whom such notice is to be given as set forth below or at such other address(es) (or email address(es)) of which such Party shall have given notice to the other Party as provided in this Section 13(l):

If to the City: _____
_____
_____
_____

If to Permittee: _____

m. Limited Damages. The Parties have determined that (i) monetary damages are generally inappropriate, (ii) it would be extremely difficult and impractical to fix or determine the actual damages suffered by a Party as a result of a default hereunder and (iii) equitable remedies and remedies at law, not including damages but including specific performance and termination, are particularly appropriate remedies for enforcement of this Permit. Consequently, Permittee agrees that the City shall not be liable to Permittee for damages under this Permit, and the City agrees that Permittee shall not be liable to the City for damages under this Permit, and each covenants not to sue the other for or claim any damages under this Permit and expressly waives its right to recover damages under this Permit, except that each Party shall have the right to recover reasonable attorneys' fees and costs as set forth in Section 13(b).

14. Special Provisions:

a. MacBride Principles — Northern Ireland.[3] The City urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in Administrative Code Section 12F.1 *et seq.* The City also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Permittee acknowledges that it has read and understands the above statement of the City concerning doing business in Northern Ireland.

b. Non-Discrimination.

(i) Covenant Not to Discriminate.[4] In the performance of this Permit, Permittee agrees not to discriminate against any employee, City employee working with Permittee's contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

(ii) Contracts. Permittee shall include in all Subpermits and other contracts with its contractors for performance of the Interim Use on the Permit Area a non-discrimination clause applicable to the Subpermittee or contractor in substantially the form of

[3] Modified consistent with the DA.
[4] Modified consistent with the DA.

Section 14(b)(i) above. In addition, Permittee shall incorporate by reference in all such Subpermits and contracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the Administrative Code and require all such Subpermittees and contractors to comply with those provisions, in each case to the extent appliable. Permittee's failure to comply with the obligations in this Section 14(b)(ii) shall constitute a material breach of this Permit.

(iii) Non-Discrimination in Benefits. Permittee does not as of the Effective Date and shall not during the term of this Permit, in any of its operations in San Francisco or where work is being performed for the City elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits, travel benefits, or any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees, in each case where the domestic partnership has been registered with a governmental entity under state or local law authorizing that registration, subject to the conditions set forth in Section 12B.2(b) of the Administrative Code.

(iv) Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the Administrative Code relating to non-discrimination by parties contracting for the use of City property are incorporated in this Section 14(b)(iv) by reference and made a part of this Permit as though fully set forth herein. Permittee shall comply fully with and be bound by all of the provisions that apply to this Permit under those Chapters of the Administrative Code, including the remedies provided in those Chapters. Without limiting the foregoing, Permittee understands that Section 12B.2(h) of the Administrative Code includes a penalty of Fifty Dollars ($50) for each person for each calendar day during which the person was discriminated against in violation of the provisions of this Permit, and Permittee may be assessed that penalty and/or the City may deduct the penalty from any payments due Permittee.

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

d. No Tobacco Advertising. Permittee acknowledges that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the City, including the Permit Area. This prohibition includes the placement of the name of a company producing, selling, or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local, or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

e. Conflicts of Interest.[5] Through its execution of this Permit, Permittee acknowledges that it is familiar with the provisions of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 *et seq.* and Section 1090 *et seq.* of the California Government Code, and certifies that it does not know of any facts that constitute a violation of such provisions and agrees that it shall promptly thereafter notify the City if it becomes aware of any such fact during the term of this Permit.

f. Food Service Waste Reduction. Permittee is bound by and shall comply with all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16 ("**Chapter 16**"), including the remedies provided, and implementing guidelines and rules. This ordinance prohibits the use of polystyrene foam disposable food service ware and requires the use of compostable or recyclable food service ware by anyone serving food in San Francisco. The provisions of Chapter 16 are incorporated into this Permit by reference as though fully set forth herein. This Section 14(f) is a material term of this Permit. By entering into this Permit, Permittee acknowledges that if it breaches the requirements of Chapter 16, then Permittee may be subject to the penalties contained in Chapter 16, including One Hundred Dollars ($100.00) for the first breach, Two Hundred Dollars ($200.00) for the second breach in the same year, and Five Hundred Dollars ($500.00) for subsequent breaches in the same year and agrees that those amounts are reasonable estimates of the damage that the City will incur based on the violation, established in light of the circumstances existing as of the Effective Date.

g. Notification of Limitations on Contributions. Through its execution of this Permit, Permittee acknowledges that it is familiar with Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any Person that contracts with the City, whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for the contract until three (3) months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves. San Francisco Ethics Commission Regulation 1.126-1 provides that negotiations are commenced when a prospective contractor first communicates with a City officer or employee about the possibility of obtaining a specific contract. This communication may occur in person, by telephone or in writing, and may be initiated by the prospective contractor or a City officer or employee. Negotiations are completed when a contract is finalized and signed by the City and the contractor. Negotiations are terminated when the City and/or the

[5] Modified consistent with the DA.

prospective contractor end the negotiation process before a final decision is made to award the contract.

15. Supplementary Provisions:

a. Is additional insurance required consistent with the Development Agreement? Yes ☐ No ☐

Additional Insurance: If "Yes" is checked above, Permittee must obtain additional insurance required by the City consistent with the Development Agreement and attached hereto.

b. Is a fence and gate required? Yes ☐ No ☐

Fence and Gate: If "Yes" is checked above, the Permittee shall, at its expense, erect a fence (with gate) securing the Permit Area before entry on the Permit Area and shall maintain the fence and gate in good condition and repair during the term of this Permit. The fence and gate erected by Permittee shall constitute the personal property of Permittee.

c. Is security personnel required? Yes ☐ No ☐

Security Personnel: If "Yes" is checked above, Permittee shall provide reasonably appropriate security personnel at its own expense and use commercially reasonable efforts to secure against unauthorized entry into Permit Area during:

Daytime: Yes ☐ No ☐ Nighttime: Yes ☐ No ☐

d. Will Subpermittees use the Permit Area? Yes ☐ No ☐

Subpermittees: If "Yes" is checked above, each Subpermittee shall execute a joinder to this Permit substantially in the form attached hereto or as otherwise approved by the City or a new permit to enter before entering the Permit Area or commencing operations in the Permit Area under this Permit, and by its execution thereof each Subpermittee shall have agreed to all of this Permit's terms, covenants, and conditions. However, Subpermittees may be covered under Permittee's insurance in lieu of obtaining and maintaining separate insurance under Section 6(k) above.

[Notwithstanding anything to the contrary set forth above in this Section 15, the City shall have the right to require the installation of a fence for specific work as needed.] The Parties agree to meet and confer to endeavor to ensure public safety and security at all times, which may include Permittee providing additional security personnel to the extent reasonably agreed-upon by the Parties.

IN WITNESS WHEREOF, the Parties have duly executed this Permit as of the Effective Date.

[PERMITTEE],
a []

By: _____
Name: _____
Title: _____

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:
DENNIS J. HERRERA,
City Attorney

By: _____
Name: _____
Title: Deputy City Attorney

JOINDER OF SUBPERMITTEE

The undersigned Subpermittee hereby acknowledges that it has received and read this Permit and agrees to comply with and accepts the obligations set forth herein applicable to Subpermittees.

SUBPERMITTEE:

[_____],
a [_____]

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

PERMIT AREA

Exhibit X
Form of Assignment and Assumption Agreement

EXHIBIT X

Form of Assignment and Assumption Agreement

This instrument is exempt from Recording Fees (CA Govt. Code § 27383) RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: [ASSIGNEE: _____ _____ _____ Attn: _____]	

APN(s): [_____] SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Assignment**") is made and entered into as of _____ __, 20__ (the "**Effective Date**") by and between _____, a _____ ("**Assignor**"), and _____, a _____ ("**Assignee**").

RECITALS

A. Reference is hereby made to that certain Development Agreement between the City and County of San Francisco, a municipal corporation (the "**City**"), acting by and through its Planning Department, and _____, a _____, dated as of _____ __, 2019 and recorded in the Official Records on _____ __, 2019 as Document No. _____ [DESCRIBE ANY AMENDMENTS] (collectively, the "**Agreement**"). All initially capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Agreement.

B. Pursuant to section 12.1 of the Agreement, Developer has the right to Transfer all or any portion of its right, title and interest in and to all or part of the Project Site to any Person without the City's consent, provided that Developer contemporaneously transfers to the Transferee all of its right, title and interest under the Agreement with respect to the Project Site or such part thereof, as more particularly described therein.

C. Pursuant to section 12.4 of the Agreement, upon the execution and delivery of any Assignment and Assumption Agreement, Developer shall be automatically released from any liability or obligation under the Agreement to the extent Transferred under such Assignment and Assumption Agreement.

D. Assignor is "Developer" under the Agreement with respect to the [entire] [portion of the] Project Site described on Exhibit A attached hereto (the "**Transferred Property**").

E. Contemporaneously herewith, Assignor has Transferred to Assignee Assignor's right, title and interest in and to the Transferred Property.

F. Assignor has agreed to assign to Assignee, and Assignee has agreed to assume, all of Assignor's right, title and interest under the Agreement [with respect to the Transferred Property], all as more particularly described in this Assignment.

AGREEMENT

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

1. Assignment of Agreement. Subject to the terms and conditions of this Assignment, Assignor hereby assigns to Assignee as of the Effective Date all of Assignor's right, title and interest under the Agreement [with respect to the Transferred Property], including any Associated Community Benefits [that are tied to the Transferred Property] and Mitigation Measures [applicable to the Transferred Property] [, all as more particularly described on Exhibit B] (collectively, the "**Assigned Rights and Obligations**"). [For the avoidance of doubt, Assignor retains all of Assignor's right, title and interest under the Agreement other than the Assigned Rights and Obligations.]

2. Assumption of Agreement. Subject to the terms and conditions of this Assignment, Assignee hereby assumes as of the Effective Date the Assigned Rights and Obligations and agrees to observe and fully perform all of the duties and obligations of Assignor under the Agreement with respect to the Assigned Rights and Obligations and to be subject to all of the terms and conditions of the Agreement with respect to the Assigned Rights and Obligations. Assignor and Assignee acknowledge and agree that Assignee is "Developer" under the Agreement [with respect to the Transferred Property].

3. Indemnifications. Assignee hereby consents to and expressly reaffirms any and all indemnification, reimbursement, hold harmless and defense obligations of Developer set forth in the Agreement [to the extent applicable to Assignee and the Transferred Property], including section 4.10 of the Agreement, including resulting from any disputes between Assignee and Assignor.

4. Housing Obligations. Assignee has read and understands the obligations set forth in the Housing Plan [as they relate to the Transferred Property]. Without limiting the foregoing, Assignee agrees to the terms and provisions of the Housing Plan [as they relate to the Transferred Property], including any indemnifications, waivers and releases set forth therein. Assignee understands that the City would not have been willing to enter into the Agreement without the provisions of the Housing Plan.

5. Costa-Hawkins Rental Housing Act.

a. Non-Applicability of Costa-Hawkins Act to BMR Units. Chapter 4.3 of the California Government Code directs public agencies to grant concessions and incentives to private developers for the production of housing for lower income households. The Costa-Hawkins Act and Administrative Code section 37.2(r)(5) provide for no limitations on the establishment of the initial and all subsequent rental rates for a dwelling unit that meets the definition of new construction, with exceptions, including an exception for dwelling units constructed pursuant to a contract with a public agency in consideration for a direct financial contribution or any other form of assistance specified in Chapter 4.3 of the California Government Code (section 1954.52(b)). Based upon the language of the Costa-Hawkins Act and the terms of the Agreement, Assignee agrees that the Costa-Hawkins Act and section 37.2(r)(5) do not and in no way shall limit or otherwise affect the restriction of rental charges for the BMR Units. The Agreement falls within the express exception to the Costa-Hawkins Act, Section 1954.52(b) because the Agreement is a contract with a public entity in consideration for contributions and other forms of assistance specified in Chapter 4.3 (commencing with Section 65919 of Division 1 of Title 7 of the California Government Code). Assignee understands that the City would not have been willing to enter into the Agreement without the understanding and agreement that Costa-Hawkins Act provisions set forth in California Civil Code section 1954.52(a) do not apply to the BMR Units as a result of the exemption set forth in California Civil Code section 1954.52(b) for the reasons set forth in this Section 5.

b. General Waiver Regarding BMR Units. Assignee, on behalf of itself and all of its successors and assigns of all or any portion of the Transferred Property, agrees not to challenge and expressly waives, now and forever, any and all rights to challenge the requirements of the Agreement related to the establishment of the BMR Units under the Costa-Hawkins Act or section 37.2(r)(5) (as they may be amended or supplanted from time to time). If and to the extent such general covenants and waivers are not enforceable under Law, Assignee acknowledges that they are important elements of the consideration for the Agreement and Assignee should not have the benefits of the Agreement without the burdens of the Agreement. Accordingly, if Assignee challenges the application of this covenant and waiver, then such breach will be a Default and City shall have the right to terminate the Agreement as to the portion of the Project under the ownership or control of Assignee.

6. Assignee's Covenants. Assignee hereby covenants and agrees that: (a) Assignee shall not challenge the enforceability of any provision or requirement of the Agreement; and (b) Assignee shall not sue the City in connection with any disputes between Assignor and Assignee arising from this Assignment or the Agreement, including any failure to complete all or any part of the Project by Assignor or Assignee, except to the extent caused by the negligence or willful misconduct of any of the City Parties.

7. Modifications. Assignor and Assignee acknowledge and agree that any modification of any provision of the Agreement that constitutes a modification of the Assigned Rights and Obligations must be in a writing signed by a person having authority to do so on behalf of each of Assignor and Assignee. For the avoidance of doubt, (i) the approval of Assignee shall not be required for any modification of the Agreement that does not constitute a modification of the Assigned Rights and Obligations and (ii) Assignee shall not have the right to modify the Agreement except as provided in the first sentence of this Section 7. Any modification of any

provision of this Assignment must be in a writing signed by a person having authority to do so on behalf of each of Assignor and Assignee.

8. Further Assignment; Binding on Successors. Without limiting any requirements under the Agreement, including article 12 thereof, Assignee shall not assign this Assignment without obtaining the prior written approval of Assignor, provided that to the extent that Assignee Transfers any of the Assigned Rights and Obligations in accordance with the Agreement to any Person, Assignee shall (without the requirement of any approval hereunder) contemporaneously assign this Assignment to such Person. This Assignment shall run with the Transferred Property, and all of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective heirs, successors and assigns.

9. Notices. The notice address for Assignee under section 14.10 of the Agreement as of the Effective Date shall be, subject to change as set forth therein:

_____
_____
_____
Attn: _____

with copy to:

_____
_____
_____
Attn: _____

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

11. Governing Law. This Assignment and the legal relations of Assignor and Assignee 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.

12. Attorneys' Fees. Should legal action be brought by Assignor or Assignee against the other for a default under this Assignment or to enforce any provision herein, the prevailing party in such action shall be entitled to recover its "reasonable attorneys' fees and costs" (as such phrase is defined in the Agreement) from the non-prevailing party.

13. Severability. If any term, provision, covenant or condition of this Assignment is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Assignment shall continue in full force and effect, except to the extent that enforcement of the remaining provisions of this Assignment would be unreasonable or grossly inequitable under all the circumstances or would frustrate the fundamental purpose of this Assignment or the Agreement.

14. Entire Agreement. Without limiting the Agreement or agreements executed in connection therewith or any separate agreements with respect to the Transferred Property between Assignor and Assignee, this Assignment contains all of the representations and warranties and the entire agreement between Assignor and Assignee with respect to the subject matter of this Assignment. Any prior correspondence, memoranda, agreements, warranties or representations between Assignor and Assignee relating to such subject matter are incorporated into and superseded in total by this Assignment. Notwithstanding the foregoing, this Assignment shall not change or supersede the Agreement or agreements executed in connection therewith, which remain in full force and effect according to their terms. No prior drafts of this Assignment or changes from those drafts to the executed version of this Assignment shall be introduced as evidence in any litigation or other dispute resolution proceeding by Assignor, Assignee or any other Person, and no court or other body shall consider those drafts in interpreting this Assignment.

15. No Waiver. The waiver or failure to enforce any provision of this Assignment shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

16. Construction of Assignment. Assignor and Assignee have mutually negotiated the terms and conditions of this Assignment, which have been reviewed and revised by legal counsel for each of Assignor and Assignee. Accordingly, no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Assignment. Wherever in this Assignment the context requires, references to the masculine shall be deemed to include the feminine and the neuter and vice-versa, and references to the singular shall be deemed to include the plural and vice versa. Unless otherwise specified, whenever in this Assignment, including its Exhibits, reference is made to any Recital, Article, Section, Exhibit, Schedule or defined term, the reference shall be deemed to refer to the Recital, Article, Section, Exhibit, Schedule or defined term of this Assignment. Any reference in this Assignment to a Recital, an Article or a Section includes all subsections and subparagraphs of that Recital, Article or Section. Section and other headings and the names of defined terms in this Assignment are for the purpose of convenience of reference only and are not intended to, nor shall they, modify or be used to interpret the provisions of this Assignment. Except as otherwise explicitly provided herein, the use in this Assignment of the words "including", "such as" or words of similar import when accompanying any general term, statement or matter shall not be construed to limit such term, statement or matter to such specific terms, statements or matters. In the event of a conflict between the Recitals and the remaining provisions of this Assignment, the remaining provisions shall prevail. Words such as "herein", "hereinafter", "hereof", "hereby" and "hereunder" and the words of like import refer to this Assignment, unless the context requires otherwise. Unless the context otherwise specifically provides, the term "or" shall not be exclusive and means "or, and, or both".

17. Recordation. Assignor and Assignee shall record this Assignment in the Official Records against the Transferred Property promptly following the recordation of the instrument conveying title to the Transferred Property to Assignee.

[Signatures on following page]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNO R

[insert signature block]

ASSIGNEE:

[insert signature block]

ACKNOLWEDGED:

City and County of San Francisco, a municipal corporation

By: _____
Planning Director

EXHIBIT A

TRANSFERRED PROPERTY

[To be provided]

EXHIBIT B

ASSIGNED RIGHTS AND OBLIGATIONS

[To be provided if applicable]

Exhibit Y
List of Required Exceptions to Subdivision Regulations
to Implement Infrastructure Plan

Exhibit Y
List of Required Exceptions to Subdivision Regulations
to Implement Infrastructure Plan

Sections IV.I.1 and VII.C – Form of Dedications – Public Easements – The project will dedicate public access and utility easements over private property.

Section XII.B.3.a – SFFD Operations – Craig Lane will have a clear width of 14' min, which is less than the required 20' minimum.

Section XII.B.7 – Street Extensions and Bulbs – The curb bulb-outs and extensions into the street will be 4.5', which is less than the required 6' minimum, in order to provide the required clearances/separations of utilities and turning movements.

Section XII.D – Private Streets – The width of Craig Lane is 34' wide, which is less than the required 40' minimum.

Section XIII – Street Improvements Required – The sidewalk along the south side of 23rd Street will be deferred to be constructed at a later date with the development of the adjacent parcels to the south. The existing loading conditions on the south side of 23rd Street will remain in the interim.

Section XIII – Street Improvements Required – The completion of the eastern portion of 23rd Street will not include the extension of a combined sewer pipeline or gravity separate sanitary sewer pipeline. Only a sanitary sewer force main will installed within this segment of 23rd Street.

Exhibit Z
City and Port Implementation of Later Approvals

TO BE PROVIDED

Draft 3.20.20

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

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

AND CALIFORNIA BARREL COMPANY LLC

FOR PROPERTY GENERALLY BOUND BY 23RD STREET TO THE SOUTH, ILLINOIS STREET TO THE WEST, 22ND STREET TO THE NORTH, AND THE SAN FRANCISCO BAY TO THE EAST

Block 4175, Lot 002; Block 4232, Lot 006; Block 4175, Lot 017; a portion of Block 4175, Lot 018; Block 4232, Lot 006; and non-assessed Port and City and County of San Francisco properties

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DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND CALIFORNIA BARREL COMPANY LLC

This DEVELOPMENT AGREEMENT (this "**Agreement**"), dated for reference purposes only as of _____ __, 2020 (the "**Reference Date**"), is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "City"), acting by and through its Planning Department, and CALIFORNIA BARREL COMPANY LLC, a Delaware limited liability company ("**Developer**"), pursuant to the authority of Section 65864 *et seq*. of the California Government Code and Chapter 56 of the Administrative Code. The City and Developer are also sometimes referred to individually as a "**Party**" and together as the "**Parties**". Capitalized terms not defined when introduced have the meanings given in Article 1.

RECITALS

This Agreement is made with reference to the following facts as of the Reference Date:

A. Developer owns approximately 21.0 acres of developed and undeveloped land located in the City that is generally bound by 22nd Street to the north, the San Francisco Bay to the east, 23rd Street to the south and Illinois Street to the west, as more particularly described on Exhibit A-1 (the "**Developer Property**"). Existing structures on the Developer Property consist primarily of vacant buildings and facilities associated with the former power station use of the Developer Property.

B. Pacific Gas & Electric Company, a California corporation ("**PG&E**"), owns approximately 4.8 acres of land located in the City that is adjacent to the Developer Property, as more particularly described on Exhibit A-2 (the "**PG&E Sub-Area**").

C. The City, through the Port of San Francisco (the "**Port**"), owns approximately 2.9 acres of land located in the City that is comprised of the following three noncontiguous sites in the vicinity of the Developer Property (collectively, the "**Port Sub-Area**"): (i) approximately 1.5 acres of land located between the Developer Property and the San Francisco Bay, as more particularly described on Exhibit A-3 (the "**Port Open Space**"); (ii) approximately 1.3 acres of land located along 23rd Street between the Developer Property and Illinois Street, as more particularly described on Exhibit A-4 (the "**Port 23rd St. Property**"); and (iii) less than 0.1 acres of land located near the northeast corner of the Developer Property and adjacent to the San Francisco Bay, as more particularly described on Exhibit A-5 (the "**Port Bay Property**"). The Port also owns approximately 0.25 acres of land adjacent to the northern border of the Developer Property, as more particularly described on Exhibit A-6 (the "**Port Craig Lane Property**"), which is subject to a Development Agreement between the City and master developer of the adjacent Pier 70 project ("**Pier 70 Developer**"), a Disposition and Development Agreement between the Port and Pier 70 Developer, and a Master Lease between the Port and the Pier 70 Developer. Developer and the Port intend to on or about the Reference Date enter into a ground lease (the "**Port Lease**") for the Port Open Space and the Port Bay Property in order to allow Developer to occupy and develop the Port Open Space and the Port Bay Property and include the same in the Waterfront Park (as defined below). The Port 23rd St. Property will be subject to a license allowing Developer to construct

Public Improvements, as more particularly described therein. Subject to the satisfaction of certain conditions precedent described in the Port Lease, the Port Craig Lane Property will be subject to a reciprocal easement agreement allowing Developer to construct and maintain certain street improvements and Infrastructure, as more particularly described therein.

D. The City also owns less than 0.1 acres of land located in the City that is between the Developer Property and the Port 23rd St. Property, as more particularly described on Exhibit A-7 (the "**City Sub-Area**" and, collectively with the Developer Property, the Port Sub-Area and, subject to Section 3.13, the PG&E Sub-Area, the "**Project Site**").

E. Developer proposes a multi-phased, mixed-use development on the Project Site that will include a new publicly accessible network of improved parkland and open space and a mixed-use urban neighborhood, including up to approximately 2,600 dwelling units, approximately 1.5 million square feet of office and life science uses, as well as accessory parking, retail, PDR, and child care and community facility uses, as more particularly set forth in the Approvals (collectively and as fully defined in Article 1, the "**Project**").

F. The Project is anticipated to generate an annual average of approximately 230 construction jobs during construction and, upon completion, approximately 5,431 net new permanent on-site jobs, and an approximately $27 million annual increase in general fund revenues to the City.

G. In order to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Section 65864 *et seq*. (the "**Development Agreement Statute**"), which authorizes the City to enter into a development agreement with any person having a legal or equitable interest in real property regarding the development of such property. Pursuant to Government Code Section 65865, the City adopted Chapter 56 of the Administrative Code ("**Chapter 56**") establishing procedures and requirements for entering into a development agreement pursuant to the Development Agreement Statute. The Parties are entering into this Agreement in accordance with the Development Agreement Statute and Chapter 56.

H. In addition to significant housing, jobs, and economic benefits to the City from the Project, the City has determined that as a result of the development of the Project in accordance with this Agreement additional clear benefits to the public will accrue that could not be obtained through application of existing City ordinances, regulations, and policies. Major additional public benefits to the City from the development of the Project under this Agreement include: (i) affordable housing contributions in amounts that exceed the amounts required pursuant to existing City ordinances, regulations and policies and that are intended to constitute thirty percent (30%) of the total number of housing units for the Project; (ii) workforce obligations, including significant training, employment and economic development opportunities, related to the development and operation of the Project; (iii) construction and maintenance of publicly accessible open space, totaling approximately 6.9 acres, including (a) a series of contiguous, integrated waterfront parks, including extension of the Blue Greenway and Bay Trail and creation of a 3.6-acre "**Waterfront Park**", for the benefit of the "Dogpatch" neighborhood community in the City and the residents of the City and the State of California at large, (b) a 1.2-acre central green space in the interior of the Project Site ("**Power Station Park**"), (c) a 0.7-acre plaza type open space ("**Louisiana Paseo**")

and (d) a publicly accessible soccer field (the "**Soccer Field**" and, collectively with Waterfront Park, Power Station Park and Louisiana Paseo, the "**Power Station Park System**"); (iv) delivery of child care spaces totaling not less than 12,000 gross square feet; (v) a community facility no smaller than 25,000 square feet, (vi) sea level rise improvements as part of the development of the Project; and (vii) a design of the Project prioritizing and promoting travel by walking, biking and transit for new residents, tenants, employees and visitors.

I. The City has entered into this Agreement with the understanding that the Project will rely on revenues from the office buildings proposed by the Project to finance the Associated Community Benefits provided hereunder, including the affordable housing requirements of this Agreement. Accordingly, if any requested Prop M Allocation is delayed, delivery of the Associated Community Benefits and other market rate improvements would also likely be delayed.

J. It is the intent of the Parties that all acts referred to in this Agreement shall be accomplished in a way as to fully comply with the California Environmental Quality Act (California Public Resources Code Section 21000 *et seq*.) ("**CEQA**"), the CEQA Guidelines (Title 14, California Code of Regulations, Section 15000 *et seq*.), (the "**CEQA Guidelines**"), the Development Agreement Statute, Chapter 56, the Planning Code, the Enacting Ordinance and all other Laws in effect as of the Effective Date. This Agreement does not limit the City's obligation to comply with applicable environmental Laws, including CEQA, before taking any discretionary action regarding the Project, or Developer's obligation to comply with all Laws in connection with the development of the Project.

K. On January 30, 2020, the Planning Commission (i) certified the Final Environmental Impact Report prepared for the Project (the "**FEIR**") and the CEQA findings for the Project (the "**CEQA Findings**") and (ii) adopted the Mitigation Measures. The FEIR, the CEQA Findings and the Mitigation Measures comply with CEQA, the CEQA Guidelines, and Chapter 31 of the Administrative Code. The FEIR thoroughly analyzes the Project and Project alternatives, and the Mitigation Measures were designed to mitigate significant impacts to the extent they are susceptible to feasible mitigation. The information in the FEIR and the CEQA Findings has been considered by the City in connection with approval of this Agreement.

L. On January 30, 2020, the Planning Commission held a public hearing on the Project. Following the public hearing, the Planning Commission adopted the CEQA Findings and determined among other things that the FEIR thoroughly analyzes the Project, that the Mitigation Measures are designed to mitigate significant impacts to the extent they are susceptible to a feasible mitigation, and that the Project and this Agreement will, as a whole, and taken in their entirety, continue to be consistent with the objectives, policies, general land uses and programs specified in the General Plan, as amended, and the policies set forth in Section 101.1 of the Planning Code (such determinations, collectively, the "**General Plan Consistency Findings**").

M. On January 30, 2020, the Planning Commission held a public hearing on this Agreement and the Project, duly noticed and conducted under the Development Agreement Statute and Chapter 56. Following the public hearing, the Planning Commission approved this Agreement and made a final recommendation to the Board of Supervisors on this Agreement, the Project and the General Plan Consistency Findings.

N. On [_____], 2020, the Board of Supervisors, having received the Planning Commission's final recommendation, held a public hearing on this Agreement pursuant to the Development Agreement Statute and Chapter 56. Following the public hearing, the Board of Supervisors made the CEQA Findings required by CEQA and approved this Agreement, incorporating by reference the General Plan Consistency Findings.

O. On [_____], 2020, the Board of Supervisors adopted Ordinance No. [_____] (File No. 200039), amending the Planning Code and Zoning Map, Ordinance No. [_____] (File No. 200040), amending the General Plan, and Ordinance No. [_____] File No. 200040), approving this Agreement and authorizing the Planning Director to execute this Agreement on behalf of the City (the "**Enacting Ordinance**"). The Enacting Ordinance became effective and operative on [_____], 2020.

NOW, THEREFORE, in consideration of the foregoing and the promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

ARTICLE 1
DEFINITIONS

In addition to the definitions set forth in the above preamble paragraph, Recitals and elsewhere in this Agreement, the following definitions shall apply to this Agreement:

"**Additional Community Facilities**" is defined in the Financing Plan.

"**Adequate Security**" is defined in Section 3.6.

"**Administrative Code**" means the San Francisco Administrative Code.

"**Affiliate**" means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by or under Common Control with such Person.

"**Agreement**" means this Development Agreement and the Exhibits that have been expressly incorporated herein.

"**AMI**" is defined in the Housing Plan.

"**Annual Review Date**" is defined in Section 8.1.

"**Applicable Impact Fees and Exactions**" is defined in Section 5.8.2.

"**Applicable Standards**" is defined in Section 5.2.

"**Approvals**" means, individually or collectively as the context requires, the Initial Approvals and the Later Approvals in effect on the date of determination.

"**Assignment and Assumption Agreement**" is defined in Section 12.3.

"**Associated Community Benefit**" is defined in Section 4.1.

"**Better Streets Plan**" means the Better Streets Plan, adopted by the Board of Supervisors in Ordinance No. 310-10 and further implemented by the Board of Supervisors in Ordinance No. 309-10.

"**Block**" or "**Blocks**" means each numbered Block on the Project Site shown on the land use plan of the Design for Development.

"**BMR Units**" means the Inclusionary Units (as defined in the Housing Plan).

"**Board of Supervisors**" means the Board of Supervisors of the City and County of San Francisco.

"**Building**" or "**Buildings**" means each new or rehabilitated building that is constructed by Developer on the Project Site under this Agreement.

"**Business Day**" means a day other than a Saturday, Sunday or holiday recognized by the City.

"**CC&Rs**" is defined in Section 3.10.

"**CEQA**" is defined in Recital J.

"**CEQA Findings**" is defined in Recital K.

"**CEQA Guidelines**" is defined in Recital J.

"**CFD**" is defined in the Financing Plan.

"**CFD Act**" is defined in the Financing Plan.

"**Chapter 56**" is defined in Recital G. The text of Chapter 56 as of the Reference Date is attached hereto as Exhibit R. The Enacting Ordinance contains express waivers and amendments to Chapter 56 consistent with this Agreement. Chapter 56, as amended by the Enacting Ordinance, constitutes Existing Standards under this Agreement that shall prevail over any conflicting amendments to Chapter 56 unless Developer elects otherwise under Section 5.7.3.

"**City**" means, as the context requires, (i) the City, as defined in the preamble, or (ii) the territorial limits of the foregoing.

"**City Agency**" or "**City Agencies**" means, individually or collectively as the context requires, all City departments, agencies, boards, commissions, and bureaus, including those that execute or consent to this Agreement, or are controlled by persons or commissions that have executed or consented to this Agreement, that have subdivision or other permit, entitlement or approval authority or jurisdiction over development of the Project, or any improvement located on or off the Project Site, including the City Administrator, Planning Department, MOHCD, RPD, Port, SFPUC, OEWD, SFMTA, Public Works, SFFD, and DBI.

"**City Attorney's Office**" means the Office of the City Attorney of the City and County of San Francisco.

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

"**City Parties**" is defined in Section 4.10.

"**City Report**" is defined in Section 8.2.2.

"**City Sub-Area**" is defined in Recital D as of the Reference Date and following any conveyance of real property in the Project Site by or to the City as contemplated hereby (including any dedication to the City) means the real property in the Project Site owned by the City as of the date of determination.

"**City-Wide**" means all real property within the City, excluding any real property that is not subject to City regulation because it is owned or controlled by the United States or by the State of California.

"**Commence Construction**" or any reasonable variation thereof means (i) with respect to any Building or any other improvement (other than Infrastructure or Parks and Open Spaces), the start of substantial physical construction of such Building's foundation, and (ii) with respect to Infrastructure or Parks and Open Spaces, the later to occur of (a) the issuance of site or building permits for such Infrastructure or Parks and Open Spaces and (b) the start of substantial physical construction of such Infrastructure or Parks and Open Spaces, as applicable, in accordance with a Public Improvement Agreement (if applicable).

"**Complete**" and any variation thereof means, as applicable, that: (i) a specified scope of work has been substantially completed in accordance with the City-approved plans and specifications for such scope of work; (ii) with respect to Privately-Owned Community Improvements, the City Agencies or the Non-City Responsible Agencies with jurisdiction over any required permits for such Privately-Owned Community Improvements have issued all final approvals required for the contemplated use; (iii) with respect to any Public Improvement, the City Engineer determines the Public Improvement has been completed to his or her satisfaction, the scope of work is ready for its intended use and the Public Improvement has been completed in accordance with the Subdivision Code and any applicable Public Improvement Agreement; and (iv) with respect to any Building, a temporary certificate of occupancy (or its equivalent) has been issued.

"**Continuing Obligation**" is defined in Section 3.11.

"**Contractor**" is defined in Section 3.7.

"**Control**" means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the day to day management, policies or activities of such Person, whether through ownership of voting securities, by contract or otherwise (excluding limited partner or non-managing member approval rights). "Controlled", "Controlling" and "Common Control" have correlative meanings.

"**Costa-Hawkins Act**" is defined in Section 5.13.1.

"**Default**" is defined in Section 9.5.

"**Design for Development**" means the Design for Development attached as Exhibit E.

"**Design Review Application**" is defined in Section 3.4.

"**Developer**" is defined in the preamble or means (i) any Transferee to the extent set forth in an Assignment and Assumption Agreement and (ii) a Person that obtains title to any Foreclosed Property as a result of foreclosure proceedings or conveyance or other action in lieu thereof or other remedial action but only as to such Foreclosed Property and only to the extent that such Person has specifically assumed Developer's obligations in accordance with the terms hereof.

"**Developer Property**" is defined in Recital A as of the Reference Date and following any conveyance of real property in the Project Site by or to Developer as contemplated hereby (including any dedication to the City) means the real property in the Project Site owned by Developer as of the date of determination.

"**Development Agreement Statute**" is defined in Recital G and means only the Development Agreement Statute that is in effect as of the Effective Date.

"**Development Considerations**" means general market conditions, the local housing, office and retail markets, capital markets, general market acceptability, market absorption and demand, availability of financing, interest rates, local tax burdens, access to capital, competition and other similar factors.

"**Development Parcel**" means a parcel within the Project Site on which a Building will be constructed or rehabilitated, as set forth in a Subdivision Map.

"**Development Phase**" is defined in Section 3.2.1.

"**Development Phase Application**" is defined in Section 3.2.1.

"**Director of Property**" means the Director of the City's Department of Real Estate.

"**Effective Date**" is defined in Section 2.1.

"**Elections Code**" means the San Francisco Municipal Elections Code.

"**Enacting Ordinance**" is defined in Recital O.

"**Existing Standards**" is defined in Section 5.2.

"**Existing Uses**" means all existing lawful uses of the existing buildings and improvements (including pre-existing, non-conforming uses under the Planning Code) on the Project Site (and the PG&E Sub-Area) as of the Reference Date.

"**Feasibility Study**" is defined in Section 3.15.

"**Federal**" means of or pertaining to the United States of America.

"**Federal or State Law Exception**" is defined in Section 5.9.1.

"**FEIR**" is defined in Recital K.

"**Finally Granted**" means, with respect to each Approval, that (i) any and all applicable appeal periods for the filing of any administrative or judicial appeal challenging the issuance or effectiveness of such Approval shall have expired and no such appeal shall have been filed (or if such an administrative or judicial appeal is filed, such Approval (including its compliance with CEQA) shall have been upheld by a final decision in each such appeal with only those changes approved by the Parties, and a final judgment, order or ruling upholding such Approval shall have been entered and (ii) if a referendum petition relating to this Agreement is timely and duly circulated and filed and certified as valid and the City holds an election, the election results on the ballot measure are certified by the Board of Supervisors in the manner provided by the Elections Code reflecting the final defeat or rejection of the referendum.

"**Financing Plan**" means the plan attached as Exhibit C.

"**First Certificate of Occupancy**" means, with respect to each Building, the first certificate of occupancy (such as a temporary certificate of occupancy) issued by DBI for a portion of such Building that contains residential units or leasable commercial space. A First Certificate of Occupancy shall not mean a certificate of occupancy issued solely for a portion of a residential or commercial Building dedicated to a sales office or other marketing office for residential units or leasable commercial space.

"**Foreclosed Property**" is defined in Section 10.2.

"**General Plan**" means the San Francisco General Plan.

"**General Plan Consistency Findings**" is defined in Recital L.

"**Gross Floor Area**" has the meaning set forth in the Project SUD as of the Effective Date.

"**Housing Plan**" means the housing plan attached as Exhibit D.

"**Impact Fees and Exactions**" means any fees, contributions, special taxes, exactions, impositions and dedications charged by the City or any City Agency, whether as of the Reference Date or at any time thereafter during the Term, including transportation and transit fees, child care fee or in-lieu fees, housing (including affordable housing) fees, dedications or reservation requirements, and obligations for on-or off-site improvements. Impact Fees and Exactions shall not include the Mitigation Measures, Processing Fees, taxes, special assessments, school district

fees, SFPUC Capacity Charges and any fees, taxes, assessments impositions imposed by Non-City Agencies, all of which shall be due and payable by Developer as and when due in accordance with Laws.

"**Infrastructure**" means the infrastructure to be constructed by Developer as described in the Infrastructure Plan.

"**Infrastructure Plan**" means the infrastructure plan attached as Exhibit G.

"**Initial Approvals**" means the City approvals and entitlements as of the Reference Date as listed on Exhibit B.

"**Initial Impact Fee Period**" means the period commencing on the Effective Date and continuing for twenty (20) years thereafter; provided that the Initial Impact Fee Period shall be extended for each day of a Litigation Extension.

"**Later Approvals**" means any land use approvals, entitlements or permits from the City or any City Agency that are approved by the City after the Reference Date and are necessary or advisable for the implementation of the Project or any portion thereof, including all approvals required under the Project SUD or as otherwise set forth in the Municipal Code, Design Review Applications or Development Phase Applications, demolition permits, grading permits, site permits, building permits, sewer and water connection permits, major and minor encroachment permits, sidewalk modification legislation, street improvement permits, permits to alter, certificates of occupancy, transit stop relocation permits, street dedication approvals and ordinances, public utility easement vacation approvals and ordinances, public improvement agreements, subdivision maps, improvement plans, lot mergers, lot line adjustments and re-subdivisions and any amendment to the foregoing or to any Initial Approval, in any case that are sought by Developer and issued by the City in accordance with this Agreement.

"**Law(s)**" means, individually or collectively as the context requires, the Constitution and laws of the United States, the Constitution and laws of the State, the laws of the City, any codes, statutes, rules, regulations, or executive mandates under any of the foregoing, and any State or Federal court decision (including any order, injunction or writ) with respect to any of the foregoing, in each case to the extent applicable to the matter presented. For the avoidance of doubt, the laws of the City applicable under the Plan Documents shall be the Existing Standards, as the same may be amended or updated in accordance with permitted New City Laws as set forth in Section 5.6.

"**Law Adverse to Developer**" is defined in Section 5.9.4.

"**Law Adverse to the City**" is defined in Section 5.9.4.

"**Litigation Extension**" is defined in Section 11.6.

"**Losses**" is defined in Section 4.10.

"**Louisiana Paseo**" is defined in Recital H.

"**Maintained Facilities**" means those facilities set forth on the maintenance matrix to be developed as part of the implementation of the Financing Plan.

"**Major Encroachment Permit**" is defined in Section 786 of the San Francisco Public Works Code.

"**Management Association**" is defined in Section 12.1.

"**Material Change**" means any modification to this Agreement or change or update to the Project that: (i) would materially alter the rights, benefits or obligations of the City or Developer under this Agreement; (ii) is not consistent with the Project SUD; (iii) extends the Term; (iv) changes the permitted uses of the Project Site; (v) reduces Associated Community Benefits; (vi) increases the maximum height, density, bulk or size of the Project (except to the extent permitted under the Project SUD); (vii) increases parking ratios; or (viii) reduces the Applicable Impact Fees and Exactions.

"**Mayor's Directive**" means that certain Executive Directive 17-02, issued by Mayor Edwin M. Lee on September 27, 2017.

"**Mitigation Measures**" means the mitigation measures (as defined by CEQA) applicable to the Project as set forth in the MMRP or, to the extent approved by the City and Developer, that are necessary to mitigate adverse environmental impacts identified through the CEQA process as part of a Later Approval.

"**MMRP**" means that certain mitigation monitoring and reporting program attached as Exhibit J.

"**MOHCD**" means the Mayor's Office of Housing and Community Development of the City.

"**Mortgage**" means a mortgage, deed of trust, or other lien (direct or indirect) on all or part of the Project or the Project Site to secure an obligation made by the applicable Person (including the right to receive payments or other amounts due under the Financing Plan or other revenue emanating from the Project and/or the Project Site).

"**Mortgagee**" means (i) any mortgagee or beneficiary under a Mortgage (for the avoidance of doubt, including any mezzanine lender to any Person with a direct or indirect interest in Developer) and (ii) a Person that obtains title to any Foreclosed Property as a result of foreclosure proceedings or conveyance or other action in lieu thereof or other remedial action but only to the extent that such Person has not specifically assumed Developer's obligations in accordance with the terms hereof.

"**Municipal Code**" means the San Francisco Municipal Code.

"**New City Laws**" is defined in Section 5.7.

"**Non-City Agency**" means a Federal, State or local governmental agency that is not a City Agency.

"**Non-City Regulatory Approval**" is defined in Section 3.10.

"**Non-City Responsible Agencies**" is defined in Section 3.10.

"**Objective Requirements**" is defined in Section 3.4.

"**OEWD**" means the San Francisco Office of Economic and Workforce Development.

"**Official Records**" means the official real estate records of the City and County of San Francisco, as maintained by the City's Assessor-Recorder's Office.

"**OLSE**" is defined in Section 4.9.

"**Ongoing Maintenance Services**" is defined in the Financing Plan.

"**Parks and Open Spaces**" means all of the publicly-accessible open spaces developed in accordance with the Design for Development.

"**Party**" and "**Parties**" are defined in the preamble.

"**Person**" means any natural person or a corporation, partnership, trust, limited liability company, limited liability partnership or other entity.

"**PG&E**" is defined in Recital B, together with its successor(s).

"**PG&E Affected Area**" is defined in Section 11.7.

"**PG&E Sub-Area**" is defined in Recital B.

"**Phasing Figures**" means the phasing figures attached as part of Exhibit M-2.

"**Phasing Goals**" is defined in Section 3.2.5.

"**Phasing Plan**" means the phasing plan attached as part of Exhibit M-1.

"**Plan Documents**" means, individually or collectively as the context requires, the Land Use Plan, Infrastructure Plan, Phasing Plan, Housing Plan, Financing Plan, Design for Development, Transportation Plan, and this Agreement.

"**Planning Code**" means the San Francisco Planning Code.

"**Planning Commission**" means the Planning Commission of the City and County of San Francisco.

"**Planning Department**" means the Planning Department of the City and County of San Francisco acting through the Planning Director.

"**Planning Director**" means the Director of the Planning Department or his or her designee.

"**Port**" is defined in Recital C.

"**Port 23rd Street Property**" is defined in Recital C.

"**Port Bay Property**" is defined in Recital C.

"**Port Craig Lane Property**" is defined in Recital C.

"**Port Lease**" is defined in Recital C and is attached as Exhibit K.

"**Port Open Space**" is defined in Recital C.

"**Port Sub-Area**" is defined in Recital C as of the Reference Date and following any conveyance of real property in the Project Site by or to the Port as contemplated hereby means the real property in the Project Site owned by the Port as of the date of determination.

"**Power Station Park**" is defined in Recital H.

"**Power Station Park System**" is defined in Recital H.

"**Privately-Owned Community Improvements**" means those facilities and services that are privately-owned and privately-maintained, at no cost to the City (other than any public financing set forth in the Financing Plan), for the public benefit and not dedicated to the City, including any Infrastructure that is not a Public Improvement. The Privately-Owned Community Improvements are shown generally on Exhibit L-1 and further described in the Design for Development. Privately-Owned Community Improvements include certain pedestrian paths, alleys (such as Craig Lane) storm drainage facilities, open spaces, SFMTA Employee Restroom, Muni Bus Shelter, and community or recreation facilities to be built on land owned by Developer, or on land owned by the City if the Privately-Owned Community Improvements thereon are subject to an encroachment permit or other permit allowing their installation on such land.

"**Processing Fees**" means the standard fee that is not an Impact Fee or Exaction imposed by the City upon the submission of an application for a permit or approval in accordance with City practice on a City-Wide basis and in accordance with this Agreement.

"**Project**" means the mixed-use development project as generally described in Recital E and as further described in this Agreement, the other Plan Documents, and the Approvals, including the Associated Community Benefits.

"**Project Site**" is defined in Recital D.

"**Project Special Taxes**" is defined in the Financing Plan.

"**Project SUD**" means Planning Code Section 249.[__], as adopted by the Board of Supervisors in Ordinance No. [_____], as the same may have been amended as of the date of determination as permitted hereunder.

"**Prop M Allocation**" means the approval of "Prop M" office allocation (pursuant to Planning Code section 321 *et seq.* or successor provision) for the Project.

"**Proportionality Requirement**" is defined in Section 3.2.4.

"**Public Health and Safety Exception**" is defined in Section 5.9.1.

"Public Improvements" means the facilities, both on- and off-site, to be improved, constructed and dedicated by Developer and, upon Completion in accordance with this Agreement, accepted by the City. Public Improvements include the streets within the Project Site shown on Exhibit N, and all Infrastructure and public utilities within such streets (such as electricity, water and sewer lines but excluding any non-municipal utilities), including sidewalks, landscaping, bicycle lanes, bus boarding island, street furniture, and paths and intersection improvements (such as curbs, medians, signaling, traffic controls devices, signage, and striping). The Public Improvements also include the SFPUC Infrastructure, and the SFMTA Infrastructure. The Public Improvements do not include Privately-Owned Community Improvements or, if any, privately owned facilities or improvements in the public right of way.

"**Public Improvement Agreement**" means an agreement between the City and Developer for the completion of required Public Improvements.

"**Public Works**" means the San Francisco Department of Public Works.

"**Public Works Director**" means the Director of Public Works.

"**Soccer Field**" is defined in Recital H.

"**RPD**" means the City's Recreation and Park Department.

"**Services Special Taxes**" is defined in the Financing Plan.

"**SFMTA**" means the San Francisco Municipal Transportation Agency.

"**SFMTA Infrastructure**" means the Public Improvements that the SFMTA will own or operate, and maintain following Completion and Board of Supervisors acceptance, as identified in the Infrastructure Plan.

"**SFPUC**" means the San Francisco Public Utilities Commission.

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

"**SFPUC Infrastructure**" means the Public Improvements that the SFPUC will own and operate following Completion and Board of Supervisors acceptance, as identified in the Infrastructure Plan.

"**State**" means the State of California.

"**Subdivision Code**" means the San Francisco Subdivision Code and Subdivision Regulations.

"**Subdivision Map**" means any map that Developer submits for the Project Site under the Subdivision Map Act and the Subdivision Code, which may include tentative or vesting tentative subdivision maps, final or vesting final subdivision maps and any tentative or final parcel map, or transfer map, including phased final maps to the extent authorized under an approved tentative subdivision map.

"**Subdivision Map Act**" means the California Subdivision Map Act, California Government Code §§ 66410 *et seq*.

"**Subdivision Regulations**" means subdivision regulations applicable to the Project Site adopted by Public Works from time to time in accordance with this Agreement, including exceptions granted by the Public Works Director in accordance therewith.

"**Subsequent Impact Fee Period**" means the period commencing upon the expiration of the Initial Impact Fee Period and continuing until the expiration of the Term (for the avoidance of doubt, as extended by a Litigation Extension (if any)).

"**Transportation Plan**" is attached as Exhibit I.

"**Term**" is defined in Section 2.2.

"**Third-Party Challenge**" means any administrative, legal or equitable action or proceeding instituted by any Person other than the City, any City Agency or Developer against the City or any City Agency challenging the validity or performance of any provision of this Agreement, the Project, the Approvals, the adoption or certification of the FEIR or other actions taken pursuant to CEQA, or other approvals required under Law to construct the Project, any action taken by the City or Developer in furtherance of this Agreement, or any combination of the foregoing relating to the Project or any portion thereof.

"**Transfer**" is defined in Section 12.1 and in all events excludes (i) a transfer of ownership or membership interests in Developer or any Transferee, (ii) grants of easement or of occupancy rights for existing or completed Buildings or other improvements (including space leases in Buildings), and (iii) the placement of a Mortgage on all or any portion of the Project Site.

"**Transferable Infrastructure**" means, with respect to each Development Parcel, items of Infrastructure that may consist of (i) final, primarily behind the curb, right-of-way improvements, including sidewalks, light fixtures, street furniture, landscaping, and driveway cuts, for such Development Parcel and/or (ii) utility laterals built within such Development Parcel or to connect such Development Parcel to the adjacent right of way.

"**Transferee**" is defined in Section 12.1.

"**Transferred Property**" is defined in Section 12.1.

"**Utility Infrastructure**" means Public Improvements for utility systems that serve the Project Site, including subsurface systems for power, stormwater, sewer, domestic water, recycled water, and AWSS, and above-ground utility facilities, such as streetlights, stormwater controls and switchgears. Utility Infrastructure excludes (a) telecommunications infrastructure, (b) any privately owned utility improvements, and (c) streets and sidewalks.

"**Utility Yard**" means a service yard for a public utility or public use of a similar character.

"**Vertical Improvement**" means a Building or other improvement to be developed under this Agreement that is not Parks and Open Space or Infrastructure.

"**Vested Elements**" is defined in Section 5.1.

"**Waterfront Park**" is defined in Recital H.

"**Workforce Agreement**" means the Workforce Agreement attached as Exhibit F.

"**Zoning Map**" means the Zoning Map of the of the City and County of San Francisco, as defined in Planning Code section 105.

ARTICLE 2
EFFECTIVE DATE; TERM

Section 2.1 Effective Date. This Agreement shall take effect upon the later to occur of (i) the full execution and delivery of this Agreement by the Parties and (ii) the date the Enacting Ordinance is effective and operative ("**Effective Date**").

Section 2.2 Term. The term of this Agreement shall commence upon the Effective Date and shall continue in full force and effect for thirty (30) years thereafter (the "**Term**"), unless earlier terminated as provided herein, provided that the Term shall be extended for each day of a Litigation Extension. The term of any conditional use permit, any tentative Subdivision Map, any subsequent subdivision map and any other Approval shall be for the longer of (x) the Term (as it relates to the applicable parcel) or (y) the term otherwise allowed under the Subdivision Map Act, conditional use/planned unit development approval or other Approval, as applicable.

ARTICLE 3
GENERAL RIGHTS AND OBLIGATIONS

Section 3.1 Development of the Project. Developer shall have the vested right to develop the Project in accordance with and subject to the provisions of this Agreement, including upon issuance of the Later Approvals, and the City shall consider and process all Later Approvals in accordance with and subject to this Agreement. The Parties acknowledge that Developer (i) as of the Reference Date has obtained all approvals from the City required to Commence Construction of the Project, other than any required Later Approvals, and (ii) may proceed in accordance with this Agreement with the construction and, upon completion, use and occupancy of the Project as a matter of right, subject to the issuance of any required Later Approvals and any required Non-City Regulatory Approvals as set forth in this Agreement. By granting the Approvals, the City has made a policy decision that the Project is in the best interest of the City

and promotes the public health, safety and general welfare. Accordingly, the City in granting the Approvals and vesting them through this Agreement is limiting its future discretion with respect to the Project. Consequently, the City shall not use its discretionary authority in considering any application for a Later Approval or in connection with any other matter related to the Project to change the policy decisions reflected by the Approvals and this Agreement or otherwise to prevent or to delay development of the Project. The City acknowledges and agrees that the development of the Project as contemplated under this Agreement is a priority project for which the City shall act as expeditiously as is reasonably feasible to review and process any applications and approvals in connection therewith.

Section 3.2 Development Process.

3.2.1 Phases. The Parties anticipate that the Project will be developed in phases described in the Phasing Plan (each, a "**Development Phase**" and collectively, the "**Development Phases**") in the manner described in this Section 3.2. The Parties acknowledge that Developer cannot guarantee the exact timing in which Development Phases will be constructed and whether particular elements of the Project will be constructed at all. Such decisions depend on numerous factors that are not within the control of Developer or the City, including the Development Considerations. Developer shall have the right to develop the Project in Development Phases in such order and time as determined by Developer in the exercise of its sole and subjective business judgment, but subject to the requirements of this Agreement with respect to Associated Community Benefits. Prior to the commencement of each Development Phase, Developer shall submit to the Planning Department an application (each, a "**Development Phase Application**") in accordance with the procedures and requirements set forth in Exhibit O.

3.2.2 Boundaries. The proposed boundaries of each Development Phase, based on Developer's best knowledge at the time of approval of this Agreement, are generally shown in the Phasing Plan. Final boundaries of each Development Phase will be established by the approval by the City, through the Planning Department, of the Development Phase Application with respect to such Development Phase. The boundaries of all parcels within each Development Phase will be established through Subdivision Maps.

3.2.3 Associated Public Benefits. Because the Project will be built out over a number of years, the amount and timing of the Associated Community Benefits, including the Public Improvements, Privately Owned Community Improvements (including the Parks and Open Spaces), and affordable housing, are allocated by Development Phase in accordance with the Plan Documents, including the Phasing Plan, as more particularly described in Sections 4.1 - 4.3. The scope and timing of Infrastructure that is associated with specific parcels or Buildings shall be reviewed and approved by the City through the Subdivision Map approval process consistent with the Applicable Standards. As more particularly described in Sections 4.1 - 4.3, requirements of the Associated Community Benefits related to affordable housing, workforce requirements, and transportation demand management shall be delivered as set forth in the Housing Plan, Workforce Agreement and Transportation Plan, respectively.

3.2.4 Proportionality Requirement. The development of the Project as provided in this Agreement and the other Plan Documents has been carefully structured to meet (and the City acknowledges and agrees that development of the Project as provided herein does meet) the

requirement that Associated Community Benefits, including Public Improvements, Privately Owned Community Improvements (including the Parks and Open Spaces), and affordable housing, be provided proportionately with the development of market-rate housing and commercial-office and laboratory uses taking into account the Project as a whole (the "**Proportionality Requirement**").

3.2.5 Changes to Phasing. The Parties agree that many factors, including the Development Considerations, will determine the rate at which various residential and commercial uses within the Project can be developed and absorbed. Developer may request changes to the Phasing Plan at any time, including changes to the proposed boundaries of a Development Phase, the order of Development Phases and/or the Development Phases and/or Buildings to which Associated Community Benefits are tied, by submitting a written request to the Planning Director with a statement explaining the reasons for the proposed changes. The Planning Director shall consider only the following (collectively, the "**Phasing Goals**") when considering Developer's request for changes to the Phasing Plan:

- Rational Development. Associated Community Benefits should be developed in an orderly manner and consistent with the Plan Documents. Finished portions of the Project should be generally contiguous or adjacent to a completed street.
- Appropriate Development. Horizontal development should be timed to coordinate with the needs of vertical development. Completed Infrastructure must provide continuous reliable access and utilities to then-existing visitors, residents, and businesses.
- Market Timing. The boundaries and mix of uses within the Development Phase should be designed to minimize unsold inventory of Development Parcels.
- Flexibility. Flexibility to respond to market conditions, cost and availability of financing and economic feasibility should be provided.
- Proportionality. If the change would delay the production of Associated Community Benefits or reallocate Associated Community Benefits due to a change in the proposed boundaries of development parcels, the Project should continue to meet the Proportionality Requirement.

3.2.6 City Approval. In considering whether to approve Developer's requested changes, the Planning Director shall consider only whether the changes are consistent with all of the Phasing Goals. The Planning Director shall approve such change if, after consulting with all affected City Agencies and the City Attorney, he or she reasonably determines that the modified Phasing Plan meets all of the Phasing Goals. Any material change to the Phasing Plan that does not meet all of the Phasing Goals, as reasonably determined by the Planning Director, requires the approval of the Planning Commission after consultation with the affected City Agencies.

Section 3.3 Approval of Subdivision Maps. Developer shall obtain a tentative subdivision map and enter into a Public Improvement Agreement, or otherwise satisfy the applicable requirements of the Subdivision Code before commencing construction of any Infrastructure or Building within a Development Phase. The Parties shall agree on a form of Public Improvement Agreement and Major Encroachment Permit within six (6) months following the Reference Date. Developer is not required to obtain one Subdivision Map for the entire Project Site. Developer may obtain multiple Subdivision Maps (one or more for each Development Phase) or obtain one Subdivision Map for the entire Project Site, as desired.

Section 3.4 Design Review and Objective Requirements. The Approvals and the Plan Documents are intended to ensure that the urban, architectural and landscape design of the Buildings, the Public Improvements and the public realm at the Project Site will be of high quality and appropriate scale, include sufficient open space and promote the public health, safety and general welfare. The design review procedures applicable to all Buildings and Privately-Owned Community Improvements shall be as set forth in the Project SUD. Design review procedures applicable to Parks and Open Spaces shall be as set forth in Section 3.5. The City shall review and approve, disapprove, or approve with recommended modifications any design review application under the Project SUD (a "**Design Review Application**") in accordance with the requirements of this Agreement and the procedures specified in the Project SUD. Notwithstanding anything to the contrary in this Agreement, the City may exercise its reasonable discretion in approving the aspects of a Design Review Application that relate to the qualitative or subjective requirements of the Design for Development, including the choice of building materials and fenestration. In considering a Design Review Application and any Later Approval for those aspects of a proposed Building or Privately-Owned Community Improvement that meet the quantitative or objective requirements of the Project SUD, Design for Development and the other Plan Documents (the "**Objective Requirements**"), including the Building's proposed height, bulk, setbacks, streetwalls, location and size of uses and amount of open space and parking, the City acknowledges and agrees that (i) it has exercised its discretion in approving the Project SUD and the Plan Documents and (ii) any proposed Design Review Application or Later Approval that meets the Objective Requirements shall not be rejected by the City based on elements that conform to or are consistent with the Objective Requirements, so long as the proposed Building or Privately-Owned Community Improvements meets the San Francisco Building Codes as set forth in Section 5.4.

Section 3.5 Design Review of Parks and Open Spaces within Power Station Park System. Before the City may issue any construction permit for any Parks and Open Spaces located within the Power Station Park System both (i) the Planning Department shall have first approved a Design Review Application for the schematic design and construction documents for the applicable Parks and Open Spaces in accordance with the Project SUD, to the extent located on the Developer Property, and (ii) the Port and/or other applicable Non-City Responsible Agencies and City Agencies shall have first issued all Later Approvals for the Parks and Open Spaces required under Exhibit Z, to the extent located on the Port Sub-Area.

Section 3.6 Construction of Public Improvements and Privately-Owned Community Improvements. Developer shall undertake the design, development, and installation of the Public Improvements and Privately-Owned Community Improvements at no cost to City (other than the public financing set forth in the Financing Plan). Public Improvements shall be designed and constructed, and shall contain those improvements and facilities, as reasonably required by the applicable City Agency that is to accept, and in some cases operate and maintain, the Public Improvement in keeping with the then-current City-Wide standards and requirements of the City Agency as if it were to design and construct the Public Improvement on its own at that time, subject to Section 5.7.1, or as otherwise approved by Public Works or the applicable City Agency in accordance with this Agreement and the Subdivision Code. Without limiting the foregoing, Developer shall complete all Public Improvements and Privately-Owned Community Improvements in accordance with the applicable Plan Documents, and in a good and diligent manner, without material defects, in accordance with City-approved construction documents. As and when required under the Subdivision Map Act, Developer shall enter into a Public

Improvement Agreement with Public Works, and provide adequate security consistent with the Subdivision Code and the applicable Public Improvement Agreement (which may include bonds, letters of credit, or other security satisfactory to the City and meeting the requirements of the Subdivision Code ("**Adequate Security**").

3.6.1 Regulatory Approvals. Developer shall obtain all necessary permits and approvals (including approval of all design and construction plans) from any responsible agencies having jurisdiction over each Public Improvement and Privately-Owned Community Improvement. Without limiting the foregoing, Developer shall obtain all necessary permits and approvals: (i) from the SFMTA approval all of the plans and specifications for Public Improvements that are under SFMTA jurisdiction as provided in the SFMTA Consent, (ii) from the SFPUC approval of the plans and specifications for the SFPUC Infrastructure as provided in the SFPUC Consent and (iii) from Public Works approval of the plans and specifications for all streets and sidewalks and improvements in the public rights of way. In deciding whether to approve, conditionally approve, or deny any such matter, each City Agency is subject to the requirements of the Plan Documents, including Section 3.6 and Sections 5.2-5.6.

3.6.2 Timing for Completion of Public Improvements and Privately-Owned Community Improvements. All Public Improvements that are required to serve a Building (as identified in the Infrastructure Plan and Phasing Plan) must be completed and accepted by the Board of Supervisors on or before issuance of the First Certificate of Occupancy for that Building; provided, however, that upon Developer's request, the City shall allow the issuance of the First Certificate of Occupancy for a Building prior to acceptance of the required Public Improvements if (i) the applicable Public Improvements have been Completed and (ii) Developer and the City have entered into an agreement reasonably acceptable to the Public Works Director (with respect to Public Improvements within Public Works jurisdiction) and SFPUC General Manager (with respect to Public Improvements within SFPUC jurisdiction) governing the use of and liability for the applicable Public Improvements until accepted by the Board of Supervisors. The Parties agree to work in good faith to enter into such agreements as may be needed to ensure that City's process for acceptance of Public Improvements does not delay the issuance of certificates of occupancy when the Infrastructure is Completed and ready for its intended use. Subject to Section 4.2, Privately-Owned Community Improvements (including certain Parks and Open Spaces) expressly identified in the Phasing Plan must be Completed in accordance with the times for Completion set forth in the Phasing Plan. Developer acknowledges and agrees that upon the occurrence of certain conditions, the City may decide not to issue certificates of occupancy, as more particularly described in Section 9.4.5.

3.6.3 Timing for Satisfaction of BMR Requirements. Any requirement to construct BMR Units or otherwise satisfy Developer's obligations under the Housing Plan is triggered when Developer Commences Construction on the residential Building to which the obligation is tied, as more particularly described in the Housing Plan.

3.6.4 Dedication and Acceptance of Public Improvements. Developer shall provide the City with an offer of dedication for all Public Improvements, with fee title to public right of way (or an easement, if acceptable to the City), within the Development Phase in accordance with the Subdivision Code, the applicable Public Improvement Agreement and Subdivision Map conditions of approval. At any time after Completion of Public Improvements,

Developer shall make a written request to the City to initiate acceptance of such Public Improvements in accordance with the Subdivision Code, the Public Improvement Agreement, and this Agreement. With any such request, Developer shall satisfy all prerequisites and conditions to acceptance consistent herewith, including any required materials associated with the request. Following Developer's submittal of all required materials, each applicable City Agency having jurisdiction shall diligently and expeditiously process the acceptance request in accordance herewith and introduce complete acceptance packages to the Board of Supervisors.

Section 3.7 Contracting for Public Improvements. In connection with construction of the Public Improvements, Developer shall engage a contractor that is duly licensed in the State and qualified to complete the work (the "**Contractor**"). The Contractor shall contract directly with Developer pursuant to an agreement to be entered into by Developer and the Contractor, which shall: (i) be a guaranteed maximum price contract; (ii) require contractor to maintain bonds and insurance for the benefit of Developer and the City in accordance with the Subdivision Code; (iii) require the Contractor to obtain and maintain customary insurance, including workers compensation in statutory amounts, employer's liability, general liability, and builders all-risk; (iv) release the City from any and all claims relating to the construction, including to mechanics liens and stop notices; (v) subject to the rights of any Mortgagee that forecloses on the property, include the City as a third party beneficiary with all rights to rely on the work, receive the benefit of all warranties, and prospectively assume Developer's obligations and enforce the terms and conditions of the Construction Contract as if the City were an original party thereto; and (vi) require that the City be included as a third party beneficiary with all rights to rely on the work product, receive the benefit of all warranties and covenants, and prospectively assume Contractor's rights in the event of any termination of the Construction Contract, relative to all work performed by the Project's architect and engineer.

Section 3.8 Maintenance and Operation of Public Improvements by Developer and Successors. Ongoing Maintenance Services of the Maintained Facilities will be paid by Services Special Taxes from the CFD in accordance with the Financing Plan. Parties shall comply with the Finance Plan attached hereto as Exhibit C.

Section 3.9 Maintenance and Operation of Privately-Owned Community Improvements. Developer, a Management Association, or a subsequent operator, as applicable, shall operate and maintain in good and workmanlike condition, and otherwise in accordance with all Laws and any applicable permits, at no cost to the City, all Privately-Owned Community Improvements, which shall be maintained as Maintained Facilities under the Financing Plan. At a minimum, certain Privately-Owned Community Improvements shall be maintained and operated in accordance with the requirements of Exhibit L-2 and Exhibit L-3. In order to ensure that the Privately-Owned Community Improvements owned by Developer are maintained in a clean, good and workmanlike condition, Developer shall record a declaration of covenants, conditions, and restrictions against the portion of the Project Site on which the Privately-Owned Community Improvements will be located, but excluding any property owned by the City as and when acquired by the City ("**CC&Rs**"), that include a requirement that the Management Association provide all necessary and ongoing maintenance and repairs to the Privately-Owned Community Improvements not accepted by the City for maintenance at no cost to the City (except as otherwise permitted by the Financing Plan or Law), with appropriate homeowners' dues to provide for such maintenance and services. The CC&Rs therefore may be recorded against the Project Site in

phases. Notwithstanding anything to the contrary above or contained in any Master HOA governing document, Developer shall make commercially reasonable efforts to enforce the maintenance and repair obligations of the Master HOA during the Term. The CC&Rs identified herein shall be subject to reasonable review and approval by the Planning Director and the Port Director (after consultation with the City Attorney), prior to the issuance of the First Certificate of Occupancy for the first building constructed on the Project Site and shall expressly provide the City with a third-party right to enforce the maintenance and repair provisions of the CC&Rs. On or before the recordation of the CC&Rs, OEWD and the Planning Department shall reasonably approve the proposed budget for the on-going maintenance and operations of the Privately-Owned Community Improvements, based on a third-party consultant study verifying the commercial reasonableness of an initial and 20-30 year "build-out" budget. The CC&Rs shall require Developer or a Management Association, as applicable, to maintain, repair and operate any Improvements located within the Port Open Space and the Port Bay Property pursuant to the Port Lease. The CC&Rs may be recorded against Development Parcels in phases, but in each instance before Completion of the Buildings thereon. The CC&Rs shall expressly provide (i) the City with the right to enforce the public access, operational standards, and maintenance and repair provisions of the CC&Rs applicable to the Privately-Owned Community Improvements and (ii) the Port with the right to enforce the maintenance and repair provisions of the CC&Rs applicable to the Port open Space and Port Bay Property.

Section 3.10 Non-City Regulatory Approvals for Public Improvements. The Parties acknowledge that certain Public Improvements and Privately-Owned Community Improvements, most particularly the proposed outfall of stormwater from the Project Site to the Bay and in -water construction, including for the proposed dock, require the approval of one or more Non-City Agencies with jurisdiction ("**Non-City Responsible Agencies**"). The Non-City Responsible Agencies may disapprove installation of such Public Improvements or Privately-Owned Community Improvements in accordance with Laws, making such installation impossible. The City shall cooperate with reasonable requests by Developer to obtain permits, agreements, or entitlements from Non-City Responsible Agencies for each such improvement, and as may be necessary or desirable to effectuate and implement development of the Project in accordance with the Approvals (each, a "**Non-City Regulatory Approval**"). The City's commitment to Developer under this Section 3.10 is subject to the following conditions and covenants:

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

(b) Developer shall not agree to conditions or restrictions in any Non-City Regulatory Approval that could reasonably be expected to create (i) any obligations on the part of any City Agency, unless such City Agency agrees to assume such obligations at the time of acceptance of the Public Improvements, or (ii) any restrictions on City-owned property (or property to be owned by the City under this Agreement), excluding any existing or proposed easements for PG&E facilities, unless the City, including each affected City Agency, has previously approved the restrictions in writing, which approval may be given or withheld in its reasonable discretion; and

(c) Developer shall bear all costs associated with applying for, obtaining and complying with any necessary Non-City Regulatory Approval and any and all conditions or restrictions imposed as part of a Non-City Regulatory Approval, subject to Section 3.12. Developer shall pay or otherwise discharge any fines, penalties or corrective actions imposed as a result of Developer's failure to comply with any Non-City Regulatory Approval.

Section 3.11 Continuing City Obligations. Certain Non-City Regulatory Approvals may include conditions that require special maintenance or other obligations that continue after the City accepts the dedication of Public Improvements (each, a "**Continuing Obligation**"). Standard maintenance of Public Improvements, in keeping with City's existing practices, shall not be deemed a Continuing Obligation. Developer must notify all affected City Agencies in writing and include a clear description of any Continuing Obligation, and each affected City Agency must approve the Continuing Obligation in writing in its reasonable discretion before Developer agrees to the Non-City Regulatory Approval that includes the Continuing Obligation. Upon the City's acceptance of any Public Improvement that has a Continuing Obligation that was approved by the City as set forth above, the City shall assume the Continuing Obligation and notify the Non-City Responsible Agency that gave the applicable Non-City Regulatory Approval of this fact. Notwithstanding the foregoing and for purposes of clarity, no City Agency, including the Port, will accept a Continuing Obligation that applies to private land.

Section 3.12 Public Financing.

3.12.1 Financing Districts. Developer and City may agree to form a CFD under the CFD Act. Any and all costs incurred by the City in forming a CFD shall be City Costs. The terms and conditions of any CFD must be consistent with the specifications in the Financing Plan; provided, however that the CFD must be established before the sale of any parcel within the Project. Developer shall not, at any time, contest, protest, or otherwise challenge the formation of the CFDs or the issuance of additional bonds or other financing secured by Project Special Taxes, or the application of bond proceeds or Project Special Taxes. Once established, Developer shall not institute, or cooperate in any manner with, proceedings to repeal or reduce the Project Special Taxes. The provisions of this Section 3.12 shall survive the expiration of this Agreement, and Developer shall include the requirements of this Section 3.12.1 in the CC&Rs (or, if the CC&Rs have not yet been created and recorded, in the sale documents for any sale of all or part of the Project Site).

3.12.2 Limitation on New Districts. The City shall not form any new financing or assessment district over any portion of the Project Site unless the new district applies to similarly-situated property City-Wide or Developer gives its prior written consent to or requests the proceedings.

3.12.3 Permitted Assessments. Nothing in this Agreement limits the City's ability to impose new or increased taxes or special assessments, any equivalent or substitute tax or assessment, or assessments for the benefit of business improvement districts or community benefit districts formed by a vote of the affected property owners.

Section 3.13 PG&E Sub-Area. Notwithstanding anything to the contrary herein, the PG&E Sub-Area, as shown in Exhibit A-2, is not subject to the terms of this Agreement unless and until PG&E or a subsequent fee owner of the PG&E Sub-Area executes a joinder to this Agreement substantially in the form attached hereto related to the PG&E Sub-Area or a portion thereof, in which case such Person shall be "Developer" hereunder with respect to the PG&E Sub-Area or such portion and the PG&E Sub-Area or such portion shall constitute "Developer Property" applicable to such Person.

Section 3.14 Workforce. Developer shall require project sponsors, contractors, consultants, subcontractors, and subconsultants, as applicable, to undertake workforce development activities in both the construction and end use phases of the Project in accordance with the Workforce Agreement, all to the extent required thereunder.

Section 3.15 Public Power. Within sixty (60) days after the Effective Date, Developer will provide the SFPUC with all Project information the SFPUC requires to determine the feasibility of providing electric service to the Project Site (the "**Feasibility Study**"). The SFPUC will complete the Feasibility Study within six (6) months after the date that Developer provides to the SFPUC all Project information needed to complete the Feasibility Study. SFPUC and Developer shall comply with Chapter 99 of the Administrative Code. Any SFPUC power will be provided under the SFPUC's Rules and Regulations Governing Electric Service and at rates that are comparable to rates in San Francisco for comparable service from other providers.

Section 3.16 Utility Yard. If the Person that is Developer of a Development Phase (i.e., the "horizontal developer" of such Development Phase) reasonably determines that a portion of such Development Phase is required (and will be used) for a Utility Yard, then such Developer may notify the City thereof in writing. Effective as of the date that is thirty (30) days after the delivery of such notice this Agreement shall terminate with respect to such portion (and, for the avoidance of doubt, such portion shall not be part of the Project Site hereunder).

Section 3.17 Fair Share. Consistent with section 14.4.1.1 of the Infrastructure Plan, the Project has contemplated an alternate sanitary sewer connection that would potentially eliminate the need for a pump station at Block 9 on the Project. The developers of the Pier 70 project (the Port and Brookfield) will be building in their Phase 3 a relocated 20th Street Pump Station for SFPUC that, with upgrades, could potentially accommodate the sanitary sewer flows from the Project. If SFPUC is able to reach agreement with Pier 70 for provision of these upgrades and it is cost neutral for Developer to do so, Developer shall pay its fair share of the cost of the upgrades and related costs and thereby avoid building a new pump station on the Project. Its fair share contribution shall be in proportion to the wastewater flows from the Project relative to the total design capacity of the upgraded pump station, including consideration of cost savings to the Developer, if any, through elimination of the pump station on the Project.

Section 3.18. Waiver of State Density Bonus Law; and Similar State and Local Laws Allowing Additional Residential and/or Non-Residential Density and modifications to development requirements. The parties acknowledge that various state and local laws, including but not limited to the State Density Bonus Law (California Government Code § 65915 et seq), the Affordable Housing Bonus Program (Planning Code section 206 et seq.), and Planning Code Sections 207, as they may be amended from time to time, generally allow additional residential

and/or non-residential density and modifications to development requirements for residential or mixed-use developments in exchange for the inclusion of a percentage of on-site below market rate units, or the dedication of land suitable for the construction of on-site affordable housing units. By entering into this Agreement, and adopting the Project SUD, Zoning Map amendments, and the Design for Development, the City is allowing significantly more development than what is allowed under the existing zoning and more that what would be allowed under existing zoning in conjunction with the State Density Bonus Law, AHBP or any other state or local development bonus program; likewise, the developer is providing on-site affordable housing in amount greater than required to receive such bonuses, as set forth in the Housing Plan.

By entering into this Agreement, Developer is voluntarily and intentionally waiving its ability to use the State Density Bonus program, the Affordable Housing Bonus Program, Planning Code sections 207, as they may be amended from time to time, or any other process or mechanism allowed under state or local law now or in the future to increase, modify, expand or change the amount of and design for development, both residential and non-residential, on the site from the Project as described in and regulated by the DA, Project SUD, Zoning Map amendments, and Design for Development. Developer is agreeing to pursue development on the site solely within the regulatory framework of the Project SUD, Zoning Map amendments, and the Design for Development, with the understanding that the only allowed modifications, exceptions and variances to the Project are those pursuant to the parameters and processes explicitly established in the Project SUD for such modifications and changes, approvable at the sole discretion of the City. City would not be entering into this DA and approving this Project, including the Project SUD, Zoning Map amendments, and Vesting, were the Developer to be able to use any other development bonus in conjunction therewith, and have negotiated the public benefits, including affordable housing and other DA provisions, based on the specific land use program and project design as established in the Project SUD, Zoning Map amendments, and Design for Development as adopted, inclusive of the modification processes allowed therein and any amendments to the Project SUD and Design for Development as may be approved in the future by the City.

ARTICLE 4
PUBLIC BENEFITS; DEVELOPER OBLIGATIONS AND CONDITIONS TO DEVELOPER'S PERFORMANCE

Section 4.1 Community Benefits Exceed Those Required by Existing Ordinances and Regulations. The Parties acknowledge and agree that the development of the Project in accordance with this Agreement provides a number of public benefits to the City beyond those achievable through Laws in effect on the Reference Date, including the Associated Community Benefits. The City acknowledges and agrees that a number of the Associated Community Benefits would not be otherwise achievable without the express agreement of Developer under this Agreement. Developer acknowledges and agrees that, as a result of the benefits to Developer under this Agreement, Developer has received good and valuable consideration for its provision of the Associated Community Benefits, and that the City would not be willing to enter into this Agreement without the Associated Community Benefits. Each component of the Public Improvements and the Privately-Owned Community Improvements (including the Parks and Open Spaces) and the affordable housing under the Housing Plan (each, an "**Associated Community Benefit**") is tied to the construction of a specific Development Phase and/or Building under the Phasing Plan and the Housing Plan (and references herein to being "tied" to a Development Phase or Building shall be as

set forth in such Plan Documents). The timing for delivery of the Associated Community Benefits shall be as set forth in the Phasing Plan.

Section 4.2 Associated Community Benefits. As part of its development of the Project hereunder, Developer shall provide the Associated Community Benefits identified in the following attachments to this Agreement as and to the extent required hereunder and thereunder:

(a) the Infrastructure Plan (including all of the Public Improvements and all of the Privately-Owned Community Improvements);

(b) the Phasing Plan;

(c) the Housing Plan;

(d) the Transportation Plan; and

(e) the Design for Development; and,

(f) the Workforce Agreement.

Section 4.3 Conditions to Performance of Associated Community Benefits. Except to the extent expressly stated otherwise in an applicable Plan Document, Developer's obligation to perform each Associated Community Benefit is expressly conditioned upon each and all of the following conditions precedent:

(a) The Development Phase Approval to which the Associated Community Benefit is tied (or of which the applicable Building is a part) shall have been Finally Granted;

(b) Developer shall have obtained all Later Approvals required to Commence Construction of the applicable Development Phase and/or Building to which the Associated Community Benefit is tied, and such Later Approvals shall have been Finally Granted, except to the extent that such Later Approvals have not been obtained or Finally Granted due to the failure of Developer to timely initiate and then diligently and in good faith pursue such Later Approvals; and

(c) Developer shall have Commenced Construction of the Development Phase and/or Building to which the Associated Community Benefit is tied.

Section 4.4 No Additional CEQA Review or General Plan Consistency Findings Required. The Parties acknowledge that: (i) the FEIR complies with CEQA and that the Project is consistent with the General Plan; and (ii) the FEIR and the MMRP are intended to be used in connection with each of the Later Approvals to the extent appropriate and permitted under Law. The City shall rely on the FEIR, to the greatest extent possible in accordance with Laws, in all future discretionary actions related to the Project; provided, however, nothing in this Agreement shall limit the discretion of the City to conduct additional environmental review in connection with any Later Approvals to the extent that such additional environmental review is required by Laws, including CEQA, or the ability of the City to impose conditions on any discretionary actions

relating to a Material Change, including conditions determined by the City to be necessary to mitigate adverse environmental impacts of the Material Change. The Parties further acknowledge that:

(a) the FEIR contains a thorough analysis of the Project and possible alternatives;

(b) the Mitigation Measures have been adopted to eliminate or reduce to an acceptable level certain adverse environmental impacts of the Project;

(c) the Board of Supervisors adopted the CEQA Findings, including a statement of overriding considerations, in connection with the Approvals, pursuant to CEQA Guidelines Section 15093, for those significant impacts that could not be mitigated to a less than significant level. Accordingly, the City does not intend to conduct any further environmental review or mitigation under CEQA for any aspect of the Project vested under this Agreement; and

(d) the General Plan Consistency Findings are intended to support all Later Approvals that are consistent with the Initial Approvals. To the maximum extent feasible, the Planning Department shall rely exclusively on the General Plan Consistency Findings when processing and reviewing all Later Approvals, including schematic review under the Project SUD, proposed Subdivision Maps and any other actions related to the Project requiring General Plan determinations; provided that Developer acknowledges that the General Plan Consistency Findings do not limit the City's discretion in connection with any Later Approval that requires new or revised General Plan consistency findings because of amendments to any Initial Approval or Material Changes or that is analyzed in the context of a future General Plan amendment that is a non-conflicting New City Law.

Section 4.5 Compliance with CEQA Mitigation Measures. Developer shall comply with all Mitigation Measures except for any Mitigation Measures that are expressly identified as the responsibility of a different Person. Without limiting the foregoing, Developer shall be responsible for compliance with all Mitigation Measures identified in the MMRP as the responsibility of the "project sponsor" but not for Mitigation Measures identified in the MMRP as the obligation of the "City." To the extent necessary, Developer shall incorporate the applicable requirements of the MMRP into any sale of all or part of the Project Site to any Transferee.

Section 4.6 Sidewalks and Streets. By entering into this Agreement, the City has reviewed and approved the general right of way configurations with respect to location and relationship of major elements, including curbs, bicycle facilities, parking, loading areas, and landscaping, as set forth in the Infrastructure Plan and the Design for Development, as consistent with the City's central policy objective to ensure street safety for all users while maintaining adequate clearances, including for public utilities and fire apparatus vehicles. Nothing in the Section limits the SFPUC's and/or Public Works's right to object to the width of any right of way if, after receiving detailed design documents and/or construction documents, the SFPUC or Public Works determines that the required infrastructure cannot be installed to Applicable Standards in the proposed right of way. No City Agency with jurisdiction may object to a Later Approval based upon the proposed right of way configuration, unless such objection is based upon the applicable

City Agency's reserved authority to review engineering design or other authority under State law. In the case of such objection, then within ten (10) business days of the objection being raised (whether raised formally or informally), representatives from Developer, Public Works, the Planning Department and the objecting City Agency shall meet and confer in good faith to attempt to find a mutually satisfactory resolution to the objection. If the matter is not resolved within twenty (20) days following the objection, then the Planning Director shall notify the Clerk of the Board of Supervisors and the members of the Board of Supervisors' Land Use and Transportation Committee. The City Agencies and Developer agree to act in good faith to resolve the matter quickly and in a manner that does not conflict with the Applicable Standards. For purposes of this Section, "engineering design" means professional engineering work as set forth in the Professional Engineers Act, California Business and Professions Code sections 6700 *et seq*.

Section 4.7 Nondiscrimination. In the performance of this Agreement, Developer agrees not to discriminate against any employee, City employee working with Developer's contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

Section 4.8 City Cost Recovery.

4.8.1 Developer shall timely pay to the City all Applicable Impact Fees and Exactions as set forth in Section 5.8.

4.8.2 Developer shall timely pay to the City all Processing Fees applicable to the processing or review of applications for (and issuing) the Approvals, as more particularly described in Section 5.8.3.

4.8.3 Developer shall pay to the City all City Costs incurred in connection with the drafting and negotiation of this Agreement, processing and issuing any Later Approvals or administering this Agreement, within sixty (60) days following receipt of a written invoice complying with Section 4.8.4 from the City.

4.8.4 OEWD shall provide Developer on a quarterly basis (or such alternative period as agreed to by the Parties) a reasonably detailed statement showing City Costs incurred by OEWD, the City Agencies, and the City Attorney's Office, including the hourly rates for each City staff member at that time, the total number of hours spent by each City staff member during the invoice period, any additional costs incurred by the City Agencies and a non-privileged description of the work completed (provided, for the City Attorney's Office, the billing statement will be reviewed and approved by OEWD but the cover invoice forwarded to Developer will not include a description of the work). OEWD will use reasonable efforts to provide an accounting of time and City Costs from the City Attorney's Office and each City Agency in each invoice; provided, however, if OEWD is unable to provide an accounting from one or more of the City Agencies,

then OEWD may send an invoice to Developer that does not include the charges of such City Agencies without losing any right to include such charges in a future or supplemental invoice but subject to the twelve (12) month deadline set forth below in this Section 4.8.4. Developer's obligation to pay the City Costs incurred prior to the date of termination shall survive the termination of this Agreement. Developer shall have no obligation to reimburse the City for any City Cost that is not invoiced to Developer within twelve (12) months from the date the City Cost was incurred. The City shall maintain records, in reasonable detail, with respect to any City Costs and, upon written request of Developer and to the extent not confidential, shall make such records available for inspection by Developer. If Developer in good faith disputes any portion of an invoice, then within sixty (60) days following Developer's receipt of the invoice, Developer shall provide notice of the amount disputed and the reason for the dispute, and the Parties shall use good faith efforts to reconcile the dispute as soon as practicable. Developer shall have no right to withhold the disputed amount. If any dispute is not resolved within ninety (90) days following Developer's notice to the City of the dispute, Developer may pursue all remedies at law or in equity to recover the disputed amount.

4.8.5 For the avoidance of doubt, if Developer is more than one Person (e.g., if a Transfer has occurred following the Reference Date), then each Person that is Developer shall be responsible only for City Costs applicable to such Developer and shall not be responsible for City Costs applicable to any other Person that is Developer and City Costs invoiced to any Person that is Developer shall be made without duplication.

Section 4.9 Prevailing Wages and Working Conditions. Certain contracts for work at the Project Site may be public works contracts if paid for in whole or part out of public funds, as the terms "public work" and "paid for in whole or part out of public funds" are defined in and subject to exclusions and further conditions under California Labor Code sections 1720–1720.6. In connection with the Project, Developer shall comply with all California public works requirements as and to the extent required by State Law. In addition, Developer agrees that all workers performing labor in the construction of public works (including the Public Improvements) under this Agreement will be (i) paid not less than the Prevailing Rate of Wages as defined in Administrative Code section 6.22 and established under Administrative Code section 6.22(e), (ii) provided the same hours, working conditions, and benefits as in each case are provided for similar work performed in the City in Administrative Code section 6.22(f) and (iii) employ apprentices in accordance with Administrative Code Section 23.61. Any contractor or subcontractor constructing Public Improvements must make certified payroll records and other records required under Administrative Code section 6.22(e)(6) available for inspection and examination by the City with respect to all workers performing covered labor. The City's Office of Labor Standards Enforcement ("**OLSE**") enforces applicable labor Laws on behalf of the City, and OLSE shall be the lead agency responsible for ensuring that prevailing wages are paid and other payroll requirements are met in connection with the work, all to the extent required hereunder and as more particularly described in the Workforce Agreement. The Parties acknowledge that the Project has been certified as an Environmental Leadership Development Project pursuant to AB 900 and accordingly as of the Reference Date is required to pay prevailing wages to the extent required under section 21183(b) of the Public Resources Code. OLSE may enforce the prevailing wage requirements of section 21183(b) of the Public Resources Code to the extent required by State Law or pursuant to an agreement approved by the California Labor Commission in a form that is generally applicable to Environmental Leadership Development Projects located in the City.

Section 4.10 Indemnification of City. Developer shall indemnify, reimburse, and hold harmless the City and its officers, agents and employees (collectively, the "**City Parties**") from and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims (collectively, "**Losses**") arising or resulting directly or indirectly from any third party claim against any City Party arising from: (i) a Default by Developer under this Agreement; (ii) Developer's failure to comply with any Approval or Non-City Regulatory Approval; (iii) the failure of any improvements constructed pursuant to the Approvals to comply with any Applicable Standards, including Existing Standards; (iv) any accident, bodily injury, death, personal injury, or loss of or damage to property occurring on the Project Site (or the public right of way adjacent to the Project Site) in connection with the construction by Developer or its agents or contractors of any improvements pursuant to the Approvals or this Agreement; (v) a Third-Party Challenge; (vi) any dispute between Developer, on the one hand, and its contractors or subcontractors, on the other hand, relating to the construction of any part of the Project; and (vii) any dispute between or among any Person that is Developer or between any Person that is Developer and any subsequent owner of any of the Project Site in any case relating to any assignment of this Agreement or the obligations that run with the land, or any dispute between any Person that is Developer or any other Person relating to which Person is responsible for performing certain obligations under this Agreement; in any case: (a) (except as provided below) regardless of the negligence of and regardless of whether liability without fault is imposed or sought to be imposed on the City or any of the City Parties; and (b) except to the extent that (x) any of the foregoing indemnification, reimbursement, hold harmless and defense obligations is void or otherwise unenforceable under applicable Law, (y) any such Loss is the result of the negligence or willful misconduct of any of the City Parties, or (z) any such Loss is related to any Public Improvements (the indemnification obligations of which are as provided in the Public Improvement Agreement(s) as executed by the City and Developer). The foregoing indemnity shall include, without limitation, reasonable attorneys' fees and costs and the City's reasonable cost of investigating any such claims against the City or the City Parties. All indemnifications set forth in this Section 4.10 shall survive until the expiration of the applicable statute of limitation or statute of repose. The indemnity requirements of the Public Improvement Agreements shall not conflict with the foregoing.

4.10.1 Multiple Developers. For the avoidance of doubt, if Developer is more than one Person (e.g., if a Transfer has occurred following the Reference Date), then each Person that is Developer shall be responsible only for the indemnification, reimbursement, hold harmless or defense obligations applicable to such Developer and shall not be responsible for the indemnification, reimbursement, hold harmless or defense obligations applicable to any other Person that is Developer.

4.10.2 Indemnification Procedures. In the event of any action or proceeding subject to indemnification, reimbursement, hold harmless or defense under this Agreement, the Parties shall cooperate in defending against such action or proceeding. The City shall promptly notify Developer of any such action or proceeding instituted against the City. Developer shall assist and cooperate with the City at Developer's own expense in connection with any such action or proceeding. The City Attorney's Office may use its own legal staff or outside counsel in connection with defense of such action or proceeding, at the City Attorney's sole discretion. Developer shall reimburse the City for its actual costs incurred in defense of the action or proceeding, including the time and expenses of the City Attorney's Office (at the non-discounted rates then charged by the City Attorney's Office) and any consultants; provided, however, (i)

Developer shall have the right to receive monthly invoices for all such costs, and (ii) in the event of any Third-Party Challenge, Developer may elect to terminate this Agreement by written notice thereof to the City, and the Parties will thereafter seek to have the Third-Party Challenge dismissed. Developer shall have no obligation to reimburse any City costs incurred after the date of dismissal. The filing of any third party action or proceeding shall not delay or stop the development, processing, or construction of the Project or the issuance of Later Approvals unless the third party obtains a court order preventing the activity.

ARTICLE 5
VESTING AND CITY OBLIGATIONS

Section 5.1 Vested Rights. By the Approvals, the City has made a policy decision that the Project, as described in and as may be modified in accordance with the Approvals, is in the best interests of the City and promotes the public health, safety and general welfare. Developer shall have the vested right to develop the Project as set forth in this Agreement, including with the following vested elements: the locations and numbers of Buildings proposed, Infrastructure, land uses and parcelization, height and bulk limits, including the maximum density, intensity and gross square footages, permitted uses, provisions for open space, vehicular access and parking (collectively, the "**Vested Elements**"; provided the Existing Uses on the Project Site shall also be included as Vested Elements). The Vested Elements are subject to and shall be governed by Applicable Standards. The expiration of any building permit or Approval shall not limit the Vested Elements, and Developer shall have the right to seek and obtain subsequent building permits or approvals, including Later Approvals, at any time during the Term, any of which shall be governed by Applicable Standards.

Section 5.2 Existing Standards. The City shall process, consider, and review all Later Approvals in accordance with (i) the Approvals, (ii) the General Plan, (iii) the Municipal Code (including the Subdivision Code), and all other applicable City policies, rules, and regulations, as each of the foregoing is in effect on the Effective Date (collectively, "**Existing Standards**"), as the same may be amended or updated in accordance with permitted New City Laws as set forth in Section 5.7, (iv) California and federal law, as applicable, and (v) this Agreement, including the Plan Documents (collectively, "**Applicable Standards**"). The Enacting Ordinance contains express waivers and amendments to Chapter 56 consistent with this Agreement.

Section 5.3 Waiver of Subdivision and Public Works Codes. Nothing in this Agreement, including the Infrastructure Plan, constitutes an implied waiver or implied exemption of the Subdivision Code or the Public Works Code. The City acknowledges that the Project as shown in the Infrastructure Plan obviously requires certain exceptions from the Subdivision Regulations listed in Exhibit Y, some of which are required to effectuate the Better Streets Plan. The City (including Public Works) agrees to grant any waivers or exceptions listed in Exhibit Y. For any waiver or exemption not listed in Exhibit Y, Developer shall comply with the City's existing processes to seek any necessary waivers or exemptions. The City's failure to enforce any part of the Subdivision Code or Public Works Code shall not be deemed a waiver of its right to do so thereafter, but it shall not override the Approvals standards set forth in Sections 3.2.6, 5.2, 5.4, and 5.5.

Section 5.4 Criteria for Later Approvals. Developer shall be responsible for obtaining all Later Approvals required to Commence Construction of any Building, Infrastructure or Parks and Open Spaces before Commencing Construction thereof. The City, in granting the Approvals and vesting the Project through this Agreement, is limiting its future discretion with respect to Later Approvals to the extent that they are consistent with the Approvals and the Plan Documents. The City shall not disapprove applications for Later Approvals or require any revisions to such applications based upon an item or element that conforms to and/or is consistent with the Approvals and the Plan Documents, or impose requirements or conditions that are inconsistent or conflict with the Plan Documents or the Approvals, and shall consider all such applications in accordance with its customary practices (but subject to the requirements of this Agreement). The City may subject a Later Approval to any condition that is necessary to bring the Later Approval into compliance with the Applicable Standards. For any part of a Later Approval request that has not been previously reviewed or considered by the applicable City Agency (such as additional details or plans), the City Agency shall exercise its discretion consistent with the Applicable Standards and otherwise in accordance with City's customary practice (but subject to the requirements of this Agreement). Nothing in this Agreement shall preclude the City from applying New City Laws for any development not within the definition of the "Project" under this Agreement.

Section 5.5 Building Code Compliance.

5.5.1 City-Wide Building Codes. Except as otherwise provided herein, when considering any application for a Later Approval, the City or the applicable City Agency shall apply the applicable provisions, requirements, rules, or regulations (including any applicable exceptions) that are contained in the San Francisco Building Codes, including the Public Works Code, Subdivision Code, Mechanical Code, Electrical Code, Green Building Code, Housing Code, Plumbing Code, Fire Code, Port Code or other uniform construction codes applicable on a City-Wide basis. And provided further, that any structures on private or non-private Port lands with the Port's jurisdiction boundary are to be permitted by other City agencies and not the Port.

5.5.2 Applicability of Utility Infrastructure Standards. Nothing in this Agreement will preclude the City Agencies from applying then-current standards and New City Laws for Utility Infrastructure for each Later Approval if: (i) the standards for Utility Infrastructure as applied, City-Wide, are compatible with, and would not require a material modification to previously approved plans for the work (*e.g.*, changes that would involve the redesign of plans or documents that were previously approved), and (ii) the deviations are compatible with, and would not require any retrofit, material modification (including construction of new supplementary systems or improvements), removal, reconstruction or redesign of what was previously built as part of the Project. If Developer claims that the City's request for changes to design or construction documents violates the preceding sentence, it will submit to the City reasonable documentation to substantiate its claim, including bids, cost estimates, or other supporting documentation. The Parties agree to meet and confer for a period of not less than thirty (30) days to resolve any dispute regarding application of this Section 5.5.2. If the Parties do not agree following the meet and confer period, Developer may seek judicial relief for any City violation of the limitations imposed by this Section 5.5.2.

Section 5.6 Denial of a Later Approval. If the City denies any application for a Later Approval, the City must specify in writing the reasons for such denial and shall suggest modifications required for approval of the application. Any such specified modifications shall be consistent with Applicable Standards, and City staff shall approve the application if it is subsequently resubmitted for City review and corrects or mitigates, to the City's reasonable satisfaction, the stated reasons for the earlier denial in a manner that is consistent and compliant with Applicable Standards and does not include new or additional information or materials that give the City a reason to object to the application under the standards set forth in this Agreement.

Section 5.7 New City Laws. All future changes to Existing Standards and any other Laws, plans or policies adopted by the City or adopted by voter initiative after the Reference Date ("**New City Laws**") shall apply to the Project and the Project Site except to the extent they conflict with this Agreement or the Approvals. In the event of such a conflict, the terms of this Agreement and the Approvals shall prevail, subject to the terms of Section 5.9. All references to any part of the Municipal Code in this Agreement shall mean that part of the Municipal Code (including the Administrative Code) in effect on the Reference Date, with such changes and updates as are adopted from time to time, except to the extent they conflict with this Agreement or the Approvals as set forth in Section 5.7.1.

5.7.1 Conflicts. New City Laws shall be deemed to conflict with this Agreement and the Approvals if they:

(a) limit or reduce the density or intensity of the Project, or any part thereof, or otherwise require any reduction in the square footage or number of proposed Buildings (including the number of residential dwelling units) or change the location of proposed Buildings or change or reduce other improvements from those permitted under the Approvals or the Plan Documents;

(b) limit or reduce the height or bulk of the Project, or any part thereof, or otherwise require any reduction in the height or bulk of individual Buildings or other improvements from those permitted under the Approvals or the Plan Documents;

(c) limit, reduce or change the amounts of parking and loading spaces or location of vehicular access, parking or loading from those permitted under the Approvals or the Plan Documents, except as provided in the Transportation Plan;

(d) limit any land uses for the Project from those permitted under the Approvals, the Plan Documents or the Existing Uses;

(e) limit, control or delay in more than an insignificant manner the rate, timing, phasing, or sequencing of the approval, development, or construction of all or any part of the Project, including the demolition of existing buildings at the Project Site, except as expressly set forth in this Agreement;

(f) require the issuance of permits or approvals by the City other than those required under the Existing Standards, except for (i) permits or approvals required on a City-Wide basis that relate to construction of improvements and do not prevent construction of the applicable aspects of the Project that would be subject to such permits

or approvals as and when intended by this Agreement, and (ii) permits that replace (but don't expand the scope or purpose of) existing permits;

(g) materially limit the availability of public utilities, services or facilities, or any privileges or rights to public utilities, services, or facilities for the Project; not including the City's ability to implement water rationing standards to implement other sustainability measures, including, but not limited to, requirements for all electric power for buildings within the Project;

(h) control commercial or residential rents or purchase prices charged within the Project or on the Project Site, except as such imposition is expressly required by this Agreement;

(i) materially and adversely limit the processing or procuring of applications and approvals of Later Approvals that are consistent with Approvals;

(j) increase the percentage of required affordable or BMR Units, change the AMI percentage levels for the affordable housing pricing or income eligibility, change the requirements regarding unit size, finishes, or unit type, control or limit home owner association or common area dues or amenity charges, or increase the amount or change the configuration of required open space;

(k) impose new or modified Impact Fees and Exactions other than as permitted under 5.8;

(l) require modifications to existing or proposed Infrastructure, except to the extent not precluded under Section 5.5.2.

(m) alter the definition of Gross Floor Area.

(n) impose requirements for the historic preservation or rehabilitation of Buildings or landscapes other than those contained in the Design for Development as of the Effective Date.

5.7.2 Subdivision. Developer shall have the right, from time to time and at any time, to file Subdivision Map applications (including phased final map applications and development-specific condominium map or plan applications) with respect to some or all of the Project Site, and shall subdivide, reconfigure, or merge parcels within the Project Site as required to Complete any portion of the Project before Commencing Construction of such portion. The specific boundaries of parcels shall be set by Developer and approved by the City during the subdivision process. Nothing in this Agreement shall authorize Developer to subdivide or use any of the Project Site for purposes of sale, lease, or financing in any manner that conflicts with the Subdivision Map Act or with the Subdivision Code. Nothing in this Agreement shall prevent the City from enacting or adopting changes in the methods and procedures for processing subdivision and parcel maps so long as such changes do not conflict with the Applicable Standards.

5.7.3 Developer Election of New City Law. Developer may elect to have a New City Law that conflicts with this Agreement applied to the Project (or any portion thereof) or the

Project Site (or any portion thereof) by giving the City written notice of its election to have such New City Law applied, in which case such New City Law shall be deemed to be an Existing Standard as to the Project (or portion thereof) or the Project Site (or portion thereof), as applicable, as of the date of such election; provided, however, that if the application of the New City Law would be a Material Change to the City's obligations under this Agreement, the application of the New City Law shall require the concurrence of any affected City Agencies; provided, however, that the Developer may not elect to have a New City law applied to the Project if the application of the New City Law would result in a reduction in the Associated Community Benefits.

5.7.4 Designation of Additional Inclusionary Units. Notwithstanding any other provision of the Housing Plan or this Agreement, Developer shall have the right to restrict the rental or sales price of a Residential Unit to an amount that qualifies as a below market rate unit under the Project SUD (an "**Additional BMR Unit**"), or to pay the Affordable Housing Fee as defined by Planning Code section 415 *et seq.* For purposes of clarity, any Additional BMR Units shall not be included in the calculation of the final Affordable Percentage and accordingly will be in addition to the affordable housing requirements of this Agreement. To the extent that New City Laws do not conflict with this Agreement or Developer elects to have a New City Law that conflicts with this Agreement applied to the Project, and such New City Law requires Developer to provide a certain number of dwelling units that are restricted to certain rental amounts or sales prices or to pay the Affordable Housing Fee or another amount in order to obtain a benefit from or otherwise satisfy a condition of such New City Law (e.g., to obtain a land use entitlement or other Approval to construct all or a portion of the office or other improvements of the Project) (a "**New Proportionality Requirement**"), then Developer may elect to satisfy such New Proportionality Requirement by paying such amounts or providing additional affordable housing units than required under this Development Agreement, and, to the extent required by such New Proportionality Requirement, upon such election the New Proportionality Requirement shall be deemed a requirement of the Development Agreement.

Section 5.8 Impact Fees and Exactions.

5.8.1 Generally. The Project shall only be subject to the Processing Fees and Impact Fees and Exactions as set forth in this Section 5.8, and the City shall not impose any new Processing Fees or Impact Fees and Exactions on the Project or impose new fees or exactions for the right to develop the Project (including required contributions of land, public amenities, or services). The Parties acknowledge that the provisions contained in this Section 5.8 are intended to implement the intent of the Parties that Developer shall have the right to develop the Project pursuant to specified and known criteria and rules, and that the City shall receive the benefits which will be conferred as a result of such development without abridging the right of the City to act in accordance with its powers, duties, and obligations, except as specifically provided in this Agreement.

5.8.2 Impact Fees and Exactions. The only Impact Fees and Exactions that will apply to the Project shall be the Impact Fees and Exactions listed on Exhibit P (the "**Applicable Impacts Fees and Exactions**"), and (2) the rates of the Applicable Impact Fees and Exactions as applied shall be subject to annual escalation in accordance with the methodology currently (as of the Reference Date) provided in Planning Code section 409, applied from the Effective Date to the

date that the Applicable Impact Fee and Exaction is paid. The City shall assess Impact Fees and Exactions only against the net new Gross Floor Area for each use at the Project Site.

5.8.3 Processing Fees. Developer shall pay all Processing Fees in effect, on a City-Wide basis, at the time that Developer applies for a Later Approval for which such Processing Fee is payable in connection with the applicable part of the Project.

Section 5.9 Changes in Federal or State Laws.

5.9.1 City's Exceptions. Notwithstanding any provision in this Agreement to the contrary, each City Agency having jurisdiction over the Project shall exercise its discretion under this Agreement in a manner that is consistent with the public health and safety and shall at all times retain its respective authority to take any action that is necessary to protect the physical health and safety of the public (the "**Public Health and Safety Exception**") or reasonably calculated and narrowly drawn to comply with applicable changes in Federal or State Law affecting the physical environment (the "**Federal or State Law Exception**"), including the authority to condition or deny a Later Approval or to adopt a New City Law applicable to the Project so long as such condition or denial or new regulation (i)(a) is limited solely to addressing a specific and identifiable issue in each case required to protect the physical health and safety of the public, or (b) is required to comply with such changes in Federal or State Law, and in each case not for independent discretionary policy reasons that are inconsistent with the Approvals or this Agreement, and (ii) is applicable on a City-Wide basis to the same or similarly situated uses and applied in an equitable and non-discriminatory manner. Developer retains the right to dispute any City reliance on the Public Health and Safety Exception or the Federal or State Law Exception. If the Parties are not able to reach agreement on such dispute following a reasonable meet and confer period, then Developer or City may seek judicial relief with respect to the matter.

5.9.2 Changes in Federal or State Laws. If Federal or State Laws issued, enacted, promulgated, adopted, passed, approved, made, implemented, amended or interpreted after the Reference Date have gone into effect and (i) preclude or prevent compliance with one or more provisions of the Approvals or this Agreement, or (ii) materially and adversely affect Developer's or the City's rights, benefits, or obligations under this Agreement, then such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such Federal or State Law. In such event, this Agreement shall be modified only to the extent necessary or required to comply with such Law, subject to the provisions of Section 5.8.4, as applicable.

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

5.9.4 Effect on Agreement. If any of the modifications, amendments or additions described in this Section 5.9 would materially and adversely affect the construction, development,

use, operation, or occupancy of the Project as contemplated by the Approvals, or any material portion thereof, such that the Project, or the applicable portion thereof becomes economically infeasible (a "**Law Adverse to Developer**"), then Developer shall notify the City and propose amendments or solutions that would maintain the benefit of the bargain (that is this Agreement) for both Parties. If any of the modifications, amendments or additions described in this Section 5.9 would materially and adversely affect or limit the Associated Community Benefits (a "**Law Adverse to the City**"), then the City shall notify Developer and propose amendments or solutions that would maintain the benefit of the bargain (that is this Agreement) for both Parties. Upon receipt of a notice under this Section 5.9.4, the Parties agree to meet and confer in good faith for a period of not less than sixty (60) days in an attempt to resolve the issue. If the Parties cannot resolve the issue in sixty (60) days or such longer period as may be agreed to by the Parties, then the Parties shall mutually select a mediator at JAMS in San Francisco for nonbinding mediation for a period of not less than thirty (30) days. If the Parties remain unable to resolve the issue following such mediation, then either Party shall have the right to seek available remedies at law or in equity to maintain the benefit of the bargain or alternatively to terminate this Agreement if the benefit of the bargain cannot be maintained in light of the Law Adverse to Developer or Law Adverse to the City.

Section 5.10 No Action to Impede Approvals. Except and only as required under Section 5.8, the City shall take no action under this Agreement nor impose any condition on the Project that would conflict with this Agreement or the Approvals. An action taken or condition imposed shall be deemed to be in conflict with this Agreement or the Approvals if such actions or conditions result in the occurrence of one or more of the circumstances identified in Section 5.7.1.

Section 5.11 Estoppel Certificates. Developer may, at any time, and from time to time, deliver notice to the Planning Director requesting that the Planning Director certify to Developer, a potential Transferee, a Mortgagee or a potential Mortgagee, in writing that to the best of the Planning Director's knowledge: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended or modified, and if so amended or modified, identifying the amendments or modifications and stating their date and providing a copy or referring to the recording information; (iii) Developer is not in breach of the performance of its obligations under this Agreement, or if in breach, describing the nature and amount of any such breach; and (iv) the findings of the City with respect to the most recent annual review performed pursuant to Section 8.1. The Planning Director, acting on behalf of the City, shall execute and return such certificate within forty-five (45) days following receipt of the request.

Section 5.12 Existing, Continuing Uses and Interim Uses. The Parties acknowledge that the Existing Uses are lawfully authorized uses and may continue as such uses may be modified by the Project, provided that any modification thereof not a component of or contemplated by the Project is subject to Planning Code section 178 and the applicable provisions of Article 5. Developer may install interim or temporary uses on the Project Site, which uses must be consistent with those uses allowed under the Project's zoning and the Project SUD.

Section 5.13 Costa-Hawkins Rental Housing Act.

5.13.1 Non-Applicability of Costa-Hawkins Act to BMR Units. Chapter 4.3 of the California Government Code directs public agencies to grant concessions and incentives to private

developers for the production of housing for lower income households. The Costa-Hawkins Rental Housing Act, California Civil Code sections 1954.50 et seq. (the "**Costa-Hawkins Act**") and Administrative Code section 37.2(r)(5) provide for no limitations on the establishment of the initial and all subsequent rental rates for a dwelling unit that meets the definition of new construction, with exceptions, including an exception for dwelling units constructed pursuant to a contract with a public agency in consideration for a direct financial contribution or any other form of assistance specified in Chapter 4.3 of the California Government Code (section 1954.52(b)). Based upon the language of the Costa-Hawkins Act and the terms of this Agreement, the Parties agree that the Costa-Hawkins Act and section 37.2(r)(5) do not and in no way shall limit or otherwise affect the restriction of rental charges for the BMR Units. This Agreement falls within the express exception to the Costa-Hawkins Act, Section 1954.52(b) because this Agreement is a contract with a public entity in consideration for contributions and other forms of assistance specified in Chapter 4.3 (commencing with Section 65919 of Division 1 of Title 7 of the California Government Code). The City and Developer would not be willing to enter into this Agreement without the understanding and agreement that Costa-Hawkins Act provisions set forth in California Civil Code section 1954.52(a) do not apply to the BMR Units as a result of the exemption set forth in California Civil Code section 1954.52(b) for the reasons set forth in this Section 5.14.

5.13.2 General Waiver Regarding BMR Units. Developer, on behalf of itself and all of its successors and assigns of all or any portion of the Project Site, agrees not to challenge and expressly waives, now and forever, any and all rights to challenge the requirements of this Agreement related to the establishment of the BMR Units under the Costa-Hawkins Act or section 37.2(r)(5) (as they may be amended or supplanted from time to time). If and to the extent such general covenants and waivers are not enforceable under Law, the Parties acknowledge that they are important elements of the consideration for this Agreement and the Parties should not have the benefits of this Agreement without the burdens of this Agreement. Accordingly, if Developer challenges the application of this covenant and waiver, then such breach will be a Default and City shall have the right to terminate this Agreement as to the portion of the Project under the ownership or control of Developer.

5.13.3 Inclusion in All Assignment and Assumption Agreements and Recorded Restrictions. Developer shall include the provisions of Section 5.13.1 in any and all Assignment and Assumption Agreements for any portions of the Project Site that include or will include BMR Units.

Section 5.14 Taxes. Nothing in this Agreement limits the City's ability to impose new or increased taxes or special assessments, or any equivalent or substitute tax or assessment, provided (i) the City shall not institute or initiate proceedings for any new or increased special tax or special assessment for a land-secured financing district (excluding the Project Special Taxes under the CFD Act contemplated by this Agreement and excluding business improvement districts or community benefit districts formed by a vote of the affected property owners) that includes the Project Site unless the new district is City-Wide, or Developer gives its prior written consent to or requests such proceedings, (ii) Developer and the City shall not take any other action that is inconsistent with the Financing Plan without the other Party's consent, and (iii) no such tax or assessment shall be targeted or directed at the Project, including, without limitation, any tax or assessment targeted or directed solely at all or any part of the Project Site. Nothing in the foregoing prevents the City from imposing any tax or assessment against the Project Site, or any portion

thereof, that is enacted in accordance with Law and applies to all similarly-situated property on a City-Wide basis.

ARTICLE 6
NO DEVELOPMENT OBLIGATION

Section 6.1 No Development Obligation. There is no requirement that Developer initiate or complete development of the Project, or that Developer do so within any period of time or in any particular order, all subject to the requirement to provide the Associated Community Benefits in accordance with this Agreement if Developer elects to Commence Construction and pursue to Completion a particular portion of the Project to which such Associated Community Benefit is tied. The development of the Project is subject to numerous factors that are not within the control of Developer or the City, including the Development Considerations. Except as expressly required by this Agreement, the City acknowledges that Developer may develop the Project in such order and at such rate and times as Developer deems appropriate within the exercise of its sole and subjective business judgment. In *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), the California Supreme Court ruled that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development and controlling the parties' agreement. It is the intent of the Parties to avoid such a result by acknowledging and providing for the timing of development of the Project in the manner set forth herein. Accordingly, the Parties agree that except for the construction phasing required by Section 3.2, the requirement to provide the Associated Community Benefits in accordance with this Agreement if Developer elects to Commence Construction and pursue to Completion a particular portion of the Project to which such Associated Community Benefit is tied, the Mitigation Measures and any express construction dates set forth in a Later Approval, (i) Developer shall have the right to develop the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of its sole and subjective business judgment, and (ii) such right is consistent with the intent, purpose and understanding of the Parties, and that without such right, Developer's development of the Project would be subject to the uncertainties sought to be avoided by the Development Agreement Statute, Chapter 56 and this Agreement; provided, however, this Affordable Housing Plan requires that Phase 1 include affordable units built on-site, either by construction of Inclusionary Units or by 100% Affordable Units located on the Project Site. Notwithstanding the foregoing, the City retains authority to reject any Developer request for temporary or interim Public Improvements or deferral of the construction of the permanent Public Improvements and can require permanent Public Improvements with each Development Phase. Additionally, there are certain obligations under the Port Lease that allow for termination of the Port Lease if certain conditions are not met.

Section 6.2 Real Estate Transfers. Developer shall transfer certain real property to the City as generally shown on Exhibit Q. The City shall also have the right to accept from Developer temporary or permanent easements, as needed, in a form approved by the applicable City Agency and the City Attorney, for utility lines to be owned by the City. In addition, upon completion of the Public Improvements on Developer-owned property that will be owned, maintained and operated by the City, Developer shall transfer fee title to the underlying real property to the City when required under the applicable Public Improvement Agreement. The City shall accept such transfers, subject to this Section 6.2. Developer shall prepare all maps and legal descriptions as required to effectuate the proposed real estate transfers subject to the approval of the Director of

Property (and, where applicable, the Public Works Director), which shall not be unreasonably withheld, conditioned or delayed. Following satisfaction of all conditions to closing, including the vacation and abandonment of any public rights and the relocation of any utilities in such real property, the City shall convey any real property to Developer, by quitclaim deed in the form attached as Exhibit T and Developer shall convey any real property to the City by grant deed in the form attached as Exhibit S. Except as otherwise provided herein, Developer shall accept any City property strictly in its "as is" condition, without representation or warranty and releases the City from any liability relating to the condition of the Property. Each Party shall have the right to perform physical, title, and other customary due diligence before accepting title to transferred land and shall have the right to object to the condition of the property, including the environmental condition, in its sole discretion. It shall be a condition precedent to the City's acceptance of any real property hereunder that the City obtain title insurance, at Developer's sole cost, in form and from an issuer reasonably acceptable to the City in the amount of the fair market value of the land. Developer shall have the right, but not the obligation, to obtain title insurance for the real property that it accepts at Developer's sole cost. If the accepting Party objects to the condition of the real property, including any title exceptions, then the Parties shall meet and confer for a period of thirty (30) days, or such longer period as may be agreed to by the Parties, to try to reach a reasonable resolution. It is the Parties' intent that Developer shall pay all reasonable costs of remedying any objectionable property condition. If the Parties are not able to reach resolution, then neither Party shall be required to complete the real property transfer. As consideration for Developer transferring fee title to the streets within the Project Site to the City, the City shall issue to Developer, free of charge, Major Encroachment Permits for any historic buildings on the Project Site that are retained by the Project and that encroach into such City-owned streets, and Major Encroachment Permits for telecommunications, greywater, non-potable water system and/or other utilities or improvements to be owned and maintained by Developer and/or any of its successors or assigns and located within such City-owned streets. For the avoidance of doubt, no Assignment and Assumption Agreement shall be required for the conveyance of any real property in the Project Site to the City and upon such conveyance this Agreement shall automatically terminate with respect to such property.

ARTICLE 7
MUTUAL OBLIGATIONS

Section 7.1 Notice of Completion or Termination. Within thirty (30) days after any termination of this Agreement in whole or in part in accordance with the terms hereof (as to all or any part of the Project Site, including in the event that a portion of the Project Site is required for a Utility Yard), the Parties agree to execute and deliver to one another a written statement acknowledging such termination in the form of Notice of Termination attached as Exhibit U, signed by the appropriate agents of the City and Developer, and record such instrument in the Official Records. In addition, within thirty (30) days after Developer's request, when one or more Development Phases (or any Building, Infrastructure, Parks or Open Space, Privately-Owned Community Improvements or Public Improvement within any Development Phase) and all of the Associated Community Benefits tied to such Development Phases (or component thereof) have been Completed, the City shall execute and deliver to Developer a written statement acknowledging such Completion in the form of Notice of Completion attached as Exhibit V and record such instrument in the Official Records. Following the recordation of any such instrument, the City shall provide a conformed copy thereof to Developer and any applicable Mortgagee.

Section 7.2 General Cooperation. The Parties agree to cooperate with one another and use diligent efforts to expeditiously implement the Project in accordance with the Approvals and this Agreement, and to undertake and complete all actions or proceedings reasonably necessary or appropriate to ensure that the objectives of this Agreement and the Approvals are implemented and to execute, with acknowledgment or affidavit if required, any and all documents and writings that may be necessary or proper to achieve the objectives of this Agreement and the Approvals. Except for ordinary administrative costs of the City and as otherwise expressly set forth herein, nothing in this Agreement obligates the City to spend any sums of money or incur any costs other than City Costs or costs that Developer reimburses through the payment of Processing Fees.

7.2.1 Specific Actions by the City. Except as otherwise expressly set forth herein, references to the City are, and shall be deemed, references to the City acting by and through the Planning Director (or when required by the Applicable Standards, the affected City Agencies or the Board of Supervisors). The City actions and proceedings subject to this Agreement shall be through the Planning Department (and when required by Applicable Standards, affected City Agencies or the Board of Supervisors), and shall include instituting and completing proceedings for temporary or permanent closing, occupancy, widening, modifying or changing the grades of streets and other necessary modifications of the streets, the street layout and other public or private rights-of-way, including streetscape improvements, encroachment permits, improvement permits and any requirement to abandon, remove and relocate public utilities (and, when applicable, City utilities) as identified in the Approvals.

7.2.2 Role of Planning Department and Public Works. The Parties agree that the Planning Department will act as the City's lead agency to facilitate coordinated City review of applications for Later Approvals relating to development of the Project on the Developer Property and that Public Works will act as the City's lead agency, in coordination with the Port, and consistent with Exhibit Z, (i) to facilitate coordinated City review of applications for Later Approvals relating to improvements on the current right of way, future right of way and facility easements and (ii) for all actions subject to the Subdivision Map Act. As such, the City shall cause the Planning Department and Public Works to, as applicable: (a) work with Developer to ensure that all such applications are technically sufficient and constitute complete applications; and (b) interface with City Agency staff responsible for reviewing any application under this Agreement to ensure that City Agency review of such applications are concurrent and that the approval process is expeditious, efficient and orderly and avoids redundancies, all in accordance with this Agreement.

7.2.3 City Agencies' Processing Responsibilities.

(a) Review of Applications. Developer will submit each application for Later Approvals, including Design Review Applications (including those for Parks and Open Spaces) and applications for the design and construction of Public Improvements, to the applicable lead City Agencies. Each City Agency, including the Port, RPD, PUC, SFMTA, SFFD, Public Works and MOHCD, shall process expeditiously and with due diligence all submissions, applications and requests by Developer for Later Approvals, including all permits, approvals, agreements, plans and other actions that are necessary to implement the Project. Each City Agency shall review submissions, applications and requests made to it by Developer for consistency with the Applicable Standards, and shall

use diligent efforts to coordinate with any other applicable City Agency and shall determine completeness expeditiously following (and in any event within thirty (30) days of), and shall provide all comments and make recommendations to Developer expeditiously following (and in any event within sixty (60) days of), the City Agency's receipt of the complete application. If the City Agency disapproves a submission, application or request and Developer subsequently resubmits such submission, application or request, the City Agency shall have an additional thirty (30) days for review from receipt of the resubmittal (which period shall include consultation with other City Agencies to the extent requested by the City Agency), provided that the City Agencies shall endeavor not to include any new comments or recommendations to the resubmittal except to the extent arising from matters in the resubmittal not contained in the original submission, application or request. This procedure shall continue until the City Agency approves the submission, application or request. Without limiting the foregoing, the City agrees to use good faith efforts to process all Later Approvals in accordance with the time limits set forth in the Mayor's Directive.

(b) Requirements for Processing Applications. In considering any application, the City Agencies (i) shall not impose requirements or conditions that are inconsistent or conflict with the Plan Documents or the terms and conditions of any of the Approvals, and (ii) shall not disapprove such application or require any revisions to such application based upon an item or element that conforms to and/or is consistent with the Plan Documents and the Approvals. Any City Agency denial of an application shall include a statement of the reasons for such denial. Developer will work collaboratively with the City Agencies to ensure that such application is discussed as early in the review process as possible and that Developer and the City Agencies act in concert with respect to these matters.

Section 7.3 Permits to Enter City Property. Subject to the rights of any third party, the rights of the public and the City's reasonable agreement on the scope of the proposed work and insurance and security requirements, the City, acting through the Director of Property, the General Manager of the SFPUC, or other applicable City official, shall grant to Developer permits to enter City-owned property under their respective jurisdiction, substantially in the form attached as Exhibit W including, without limitation, provisions regarding release, waivers, and indemnification in keeping with the City's standard practices, so long as the same is consistent with Applicable Standards, and otherwise on commercially reasonable terms, in order to permit Developer to enter City-owned property as necessary to construct the Project or comply with or implement the Approvals or other requirements in this Agreement.

Section 7.4 Other Necessary Acts. Each Party shall use good faith efforts to take such further actions as may be reasonably necessary to carry out this Agreement and the Approvals in accordance with the terms of this Agreement (and subject to all Laws) in order to provide and secure to each Party the full and complete enjoyment of its rights and privileges hereunder. In their course of performance under this Agreement, the Parties shall cooperate and shall undertake such actions as may be reasonably necessary to implement the Project as contemplated by this Agreement, including such actions as may be necessary to satisfy or effectuate any applicable conditions precedent to the performance of the Associated Community Benefits.

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 a Mills Act contract for Station A, Developer agrees to nominate Station A and the Stack as a City historic landmark under Article 10 of the Planning Code no later than Developer's submittal of an application for a Mills Act contract for Station A.

ARTICLE 8
PERIODIC REVIEW OF DEVELOPER'S COMPLIANCE

Section 8.1 Annual Review. Pursuant to Section 65865.1 of the Development Agreement Statute and Section 56.17 of the Administrative Code, in each case as of the Reference Date, at the beginning of the second week of each January following the Effective Date and until the Project is Complete (or earlier expiration or termination of this Agreement in accordance herewith) (the "**Annual Review Date**"), the Planning Director shall commence a review to ascertain whether Developer has, in good faith, complied with the Agreement. The City's failure to initiate the annual review shall not be a Default and shall not be deemed to be a waiver of any right to do so at the next Annual Review Date. The Planning Director may elect to forgo an annual review if no significant construction work occurred on the Project Site during that year, or if such review is otherwise not deemed necessary. Such election shall be provided in writing to Developer at Developer's request.

Section 8.2 Review Procedure. In conducting annual reviews of Developer's compliance with this Agreement as described in Section 8.1, the Planning Director shall follow the process set forth in this Section 8.2.

8.2.1 Required Information from Developer. Within sixty (60) days following request by the Planning Director, Developer shall provide a letter to the Planning Director explaining, with reasonably appropriate backup documentation, Developer's compliance with this Agreement for the preceding year, including compliance with the requirements regarding Associated Community Benefits. The Planning Director shall post a copy of Developer's submittals on the Planning Department's website.

8.2.2 City Report. Within forty (40) days after Developer submits such letter, the Planning Director shall review the information submitted by Developer and all other available evidence regarding Developer's compliance with this Agreement and shall consult with applicable City Agencies as appropriate. All such available evidence, including final staff reports, shall, upon receipt by the City, be made available as soon as possible to Developer. The Planning Director

shall notify Developer in writing whether the Planning Director has determined that Developer has complied in good faith with the terms of this Agreement (the "**City Report**") and post the City Report on the Planning Department's website. If the Planning Director finds on the basis of substantial evidence that the Developer has not complied in good faith with the terms of this Agreement, then the City may pursue available rights and remedies in accordance with this Agreement and Chapter 56. All costs reasonably incurred by the City in accordance with this Section 8.2 shall be included in the City Costs, subject to the terms of this Agreement.

8.2.3 Effect on Multiple Developers. If Developer is more than one Person (e.g., if a Transfer has occurred following the Reference Date), then the annual review hereunder shall be conducted separately with respect to each Person that is Developer. If Developer of the Infrastructure and Parks and Open Space within a Development Phase is more than one Person, then such Persons shall jointly submit the materials required by this Article 8 and the City review process shall be bundled and proceed as one with respect to such Persons. Notwithstanding the foregoing, the Planning Commission, the Planning Director and the Board of Supervisors shall each make its determinations and take its actions separately with respect to each Developer pursuant to Chapter 56. If the Planning Commission, the Planning Director or the Board of Supervisors terminates or modifies this Agreement or takes such other actions as may be specified in Chapter 56 or this Agreement in connection with a determination that any Person that is Developer has not complied with the terms and conditions of this Agreement, such action shall be effective only as to such Person. In other words, even when the review process is bundled for more than one Person that is Developer as provided above, any action in connection with a determination of noncompliance or Default shall be made only against the noncompliant or Defaulting Party.

8.2.4 Default. The rights and powers of the City under Section 8.2 are in addition to, and shall not limit, the rights of the City to terminate or take other action permitted under this Agreement on account of a Default by Developer.

ARTICLE 9
ENFORCEMENT OF AGREEMENT; DEFAULT; REMEDIES

Section 9.1 Enforcement; Third Party Beneficiaries. As of the Reference Date, the only Parties to this Agreement are the City and the original Developer named in the preamble. Except as expressly set forth in this Agreement (for successors, Transferees and Mortgagees), this Agreement is not intended, and shall not be construed, to benefit or be enforceable by any Person whatsoever other than Developer and the City, and there are otherwise no third-party beneficiaries to this Agreement.

Section 9.2 Meet and Confer Process; Non-Binding Mediation. Before sending a notice of default in accordance with Section 9.3, a Party shall first attempt to meet and confer with the other Party to discuss such other Party's alleged failure to perform or fulfill its obligations under this Agreement and shall permit such other Party a reasonable period, but not less than ten (10) Business Days, to respond to or cure such alleged failure. If the Parties cannot resolve the issue in ten (10) Business Days, or such longer period as may be agreed to by the Parties, then the Parties shall mutually select a mediator at JAMS in the City for nonbinding mediation for a period of not less than thirty (30) days. The meet and confer and non-binding mediation process shall not be

required (i) for any failure to pay amounts due and owing under this Agreement or (ii) if a delay in sending a notice pursuant to Section 9.3 would impair, prejudice or otherwise adversely affect a Party or its rights under this Agreement. The Party asserting such failure shall request that such meeting and conference occur within three (3) Business Days following the request and if, despite the good faith efforts of the requesting Party, such meeting has not occurred within seven (7) Business Days of such request, then the requesting Party shall be deemed to have satisfied the requirements of this Section 9.2 and may proceed in accordance with the issuance of a notice of default in accordance with Section 9.3.

Section 9.3 Default. The following shall constitute a "**Default**" under this Agreement: (i) the failure to make any payment hereunder when due and such failure continues for more than sixty (60) days following delivery of notice that such payment was not made when due and demand for compliance; and (ii) the failure to perform or fulfill any other material term, provision, obligation or covenant of this Agreement when required and such failure continues for more than sixty (60) days following notice of such failure and demand for compliance. Notwithstanding the foregoing, if a failure can be cured but the cure cannot reasonably be completed within sixty (60) days, then it shall not be considered a Default if a cure is commenced within such sixty (60) day period and diligently prosecuted to completion thereafter. Any such notice given by a Party shall specify the nature of the alleged failure and, where appropriate, the manner in which such failure satisfactorily may be cured. If before the end of the applicable cure period the failure that was the subject of such notice has been cured to the reasonable satisfaction of the Party that delivered such notice, such Party shall issue a written acknowledgement to the other Party of the cure of such failure. Notwithstanding any other provision in this Agreement to the contrary, if Developer is more than one Person (e.g., if a Transfer has occurred following the Reference Date), then (i) there shall be no cross-default between such Persons and (ii) the City shall only be deemed to have delivered notice of failure under this Section 9.3 if the City delivers such notice in accordance herewith to the Developer that the City alleges has committed such failure. Accordingly, if any Person that is Developer is a Defaulting Party, no other Person that is Developer shall automatically also be a Defaulting Party.

Section 9.4 Remedies.

9.4.1 Specific Performance. Subject to, and as limited by, the provisions of Sections 9.4.3, 9.4.4, and 9.5, in the event of a Default, the remedies available to a Party shall include specific performance of this Agreement in addition to any other remedy available at law or in equity.

9.4.2 Termination. Subject to the limitation set forth in Section 9.4.4, in the event of a Default, the non-Defaulting Party may elect to terminate this Agreement by sending a notice of termination to the Defaulting Party, which notice of termination shall describe in reasonable detail the Default. Any such termination shall be effective upon the date set forth in the notice of termination, which shall in no event be earlier than ninety (90) days following delivery of the notice. Any termination initiated by the City shall require a public hearing at the Board of Supervisors regarding such Default and proposed termination and approval thereof by the Board of Supervisors prior to the effectiveness of such termination. There are limitations on cross-defaults under this Agreement, and therefore if Developer is more than one Person (e.g., if a Transfer has occurred following the Reference Date), then any termination of this Agreement for

Default will be limited to the Person that is Developer that sent or received the termination notice, together with its Affiliates (excluding any Affiliate that is Developer of a Vertical Improvement); provided, the foregoing will not limit the City's right to withhold certificates of occupancy in accordance with Section 9.4.5. The Party receiving the notice of termination may take legal action available at law or in equity if it believes the other Party's decision to terminate was not legally supportable.

9.4.3 Limited Damages. The Parties have determined that except as set forth in this Section 9.4.3, (i) monetary damages are generally inappropriate, (ii) it would be extremely difficult and impractical to fix or determine the actual damages suffered by a Party as a result of a Default hereunder and (iii) equitable remedies and remedies at law, not including damages but including specific performance and termination, are particularly appropriate remedies for enforcement of this Agreement. Consequently, Developer agrees that the City shall not be liable to Developer for damages under this Agreement, and the City agrees that Developer shall not be liable to the City for damages under this Agreement, and each covenants not to sue the other for or claim any damages under this Agreement and expressly waives its right to recover damages under this Agreement, except as follows: (a) each Party shall have the right to recover actual damages only (and not consequential, punitive, or special damages, each of which is hereby expressly waived) for the other Party's Default for failure to pay sums to such Party as and when due under this Agreement, but subject to any express conditions for such payment set forth in this Agreement, (b) to the extent a court of competent jurisdiction determines that specific performance is not an available remedy with respect to an unperformed Associated Community Benefit that constitutes a Default, the City shall have the right to monetary damages equal to the costs that the City incurs or will incur to complete the Associated Community Benefit as determined by such court less any amounts available for collection by the City from security held by the City, (c) each Party shall have the right to recover reasonable attorneys' fees and costs as set forth in Section 9.6 and (d) the City shall have the right to recover administrative penalties or liquidated damages if and only to the extent expressly stated in an Exhibit to this Agreement or in the applicable portion of the Municipal Code incorporated into this Agreement. For purposes of the foregoing, (y) the City shall seek monetary damages only from the Defaulting Party and not from any other Developer or Mortgagee and (z) "**actual damages**" means the actual amount due and owing under this Agreement, with interest as provided by Law, together with such judgment collection activities as may be ordered by the judgment, and no additional amounts.

9.4.4 Certain Exclusive Remedies. The exclusive remedy:

(a) for a Default for the failure to Complete Public Improvements for which Construction has Commenced shall be (i) first, an action on Adequate Security to the extent still available, and (ii) thereafter, if the applicable City Agency is unable to recover upon the Adequate Security within a reasonable time (including by causing the obligor under any the Adequate Security to Commence Construction and Complete such Public Improvement), the remedies set forth in Sections 9.4.2 and 9.4.3. The City shall release any unused portion of the Adequate Security following the City's termination under Section 9.4.2; and

(b) for a Default for the failure to pay money shall be a judgment (in mediation or a competent court) to pay such money (with interest as provided by Law), together with such costs of collection as are awarded by the judge or mediator.

9.4.5 Remedy for Failure to Pay and for Failure to Complete Associated Community Benefits. The City shall not be required to process any requests for approval from Developer or take other actions with respect to Developer under this Agreement during any period in which Developer is in Default for failure to pay amounts due to the City hereunder; provided, however, if Developer has conveyed or transferred some but not all of the Project or a party takes title to Foreclosed Property constituting only a portion of the Project, and, therefore, there is more than one party that assumes obligations of "Developer" under this Agreement, then the City shall continue to process requests and take other actions as to the other portions of the Project so long as the applicable Developer as to those portions is not in Default for failure to pay amounts due to the City hereunder. The City shall have the right to withhold a certificate of occupancy: (a) from Developer of a Building if such Developer is in Default of its obligation to complete any Associated Community Benefits that are tied to such Building, (b) from Developer of any Building where such Developer is an Affiliate of any Developer of any Development Phase if such Developer is in Default of the requirements of the Housing Plan, or (c) from Developer of any Building where such Developer is an Affiliate of any Developer of a Development Phase in which the applicable Developer is in Default of its obligation to complete any Public Improvements or Privately-Owned Community Improvements tied to such Development Phase and/or a Building in such Development Phase. In addition, the City shall have the right to withhold any building or site permits or Certificates of Occupancy for Buildings from the Person that is Developer of a Development Phase (i.e., the "horizontal developer" of such Development Phase) and from its Affiliates that are Developer of any other Development Phase (i.e., the "horizontal developer" of any other Development Phase) if the applicable Developer is in Default of the requirements of the Housing Plan or the applicable Developer is in Default of its obligation to complete any Public Improvements or Privately-Owned Community Improvements tied to any such Development Phase and/or a Building in any such Development Phase. Any such withheld certificate of occupancy or other Later Approval may be withheld only until the obligation has been satisfied or the City, in its sole discretion, determines that any applicable Developer would make significant and sufficient progress toward compliance with the applicable requirement following issuance of such certificate of occupancy or other Later Approval. Nothing herein shall limit the ability of the City to withhold a certificate of occupancy from any Building in accordance with the Applicable Standards for failure of such Building to have access or utility service required to issue such certificate of occupancy in accordance with the Applicable Standards. Each Developer acknowledges and agrees that the City and the City Parties shall have no liability for any Losses sustained by such Developer resulting from any other Developer's failure to Complete all or any portion of the Associated Community Benefits and that any such failure may adversely impact such Developer. Nothing in the foregoing limits the City's rights and remedies under this Agreement for Default if Developer fails to initiate a cure and diligently prosecute such cure to completion.

Section 9.5 Time Limits; Waiver; Remedies Cumulative. Failure by a Party to insist upon the strict or timely performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a

Party of any condition or failure of performance, including a default, shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such failure. No express written waiver shall affect any other condition, action, or inaction or cover any other period of time other than any condition, action, or inaction and/or period of time specified in such express waiver. One or more written waivers under any provision of this Agreement shall not be deemed to be a waiver of any subsequent condition, action, or inaction or any other term or provision contained in this Agreement. Nothing in this Agreement shall limit or waive any other right or remedy available to a Party to seek injunctive relief or other expedited judicial and/or administrative relief permitted hereunder to prevent irreparable harm.

Section 9.6 Attorneys' Fees. Should legal action be brought by Developer or the City against the other for a Default under this Agreement or to enforce any provision herein, the prevailing Party in such action shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing Party. For purposes of this Agreement, "**reasonable attorneys' fees and costs**" means the reasonable fees and expenses of counsel to the applicable Party, which may include printing, duplicating and other expenses, air freight charges, hiring of experts and consultants and fees billed for law clerks, paralegals, librarians and others not admitted to the bar but performing services under the supervision of an attorney, and shall include all such reasonable fees and expenses incurred with respect to appeals, mediation, arbitrations and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees and costs were incurred. For the purposes of this Section 9.6, the reasonable fees of attorneys of the City Attorney's Office shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's Office's services were rendered who practice in the City in law firms with approximately the same number of attorneys as employed by the City Attorney's Office.

ARTICLE 10
FINANCING; RIGHTS OF MORTGAGEES

Section 10.1 Developer's Right to Mortgage. Nothing in this Agreement limits the right of Developer (or any other applicable Person) to grant a Mortgage or otherwise encumber all or any portion of the Project or the Project Site for the benefit of any Mortgagee.

Section 10.2 Mortgagee Not Obligated to Construct. Notwithstanding any of the provisions of this Agreement (except as set forth in this Section 10.2 and Section 10.5), a Mortgagee, including any Mortgagee who obtains title to the Project Site or any part thereof as a result of foreclosure proceedings or conveyance or other action in lieu thereof or other remedial action (such property, the "**Foreclosed Property**"), including (i) any other Person who obtains title to the Foreclosed Property from or through such Mortgagee and (ii) any other purchaser of the Foreclosed Property at foreclosure sale, shall in no way be obligated by the provisions of this Agreement to Commence Construction of or Complete the Project or any portion thereof or to provide any form of guarantee for such Commencement of Construction or Completion. Nothing in this Section 10.2 or any other Section or provision of this Agreement shall be deemed or construed to permit or authorize any Mortgagee or any other Person to devote the Project Site or any part thereof to any uses other than uses consistent with this Agreement and the Approvals, and nothing in this Section 10.2 shall be deemed to give any Mortgagee or any other Person the right

to construct any improvements under this Agreement unless and until such Person assumes in writing Developer's rights and obligations under this Agreement.

Section 10.3 Copy of Notice of Default and Notice of Failure to Cure to Mortgagee. Whenever the City shall deliver any notice or demand to Developer with respect to any breach or default by Developer in its obligations under this Agreement, the City shall at the same time forward a copy of such notice or demand to each Mortgagee having a Mortgage on any portion of the Project Site owned by Developer and/or applicable to such notice or demand who has previously made a written request to the City therefor, at the last address of such Mortgagee specified by such Mortgagee in such notice. In addition, if such breach or default remains uncured for the period permitted with respect thereto under this Agreement, the City shall deliver a notice of such failure to cure such breach or default to each such Mortgagee at such applicable address. A delay or failure by the City to provide such notice or demand required by this Section 10.3 shall extend, for the number of days until notice is given, the time allowed to the Mortgagee for cure. In accordance with Section 2924b of the California Civil Code, the City requests that a copy of any notice of default and a copy of any notice of sale under any Mortgage be mailed to the City at its address for notices under this Agreement. Any Mortgagee relying on the protections set forth in this Article 10 shall send to the City a copy of any notice of default and notice of sale. A Mortgagee may Transfer all or any part of its interest in any Mortgage without the consent of or notice to the City; provided, however, that the City shall have no obligations under this Agreement to a Mortgagee unless the City is notified of such Mortgagee.

Section 10.4 Mortgagee's Option to Cure Defaults. Before or after receiving any notice of failure to cure referred to in Section 10.3, each Mortgagee shall have the right, at its option, to commence within the same period as the Developer to remedy or cause to be remedied any default, plus an additional period of: (i) ninety (90) days to cure a monetary default; and (ii) one hundred eighty (180) days to commence to cure a non-monetary default that is susceptible of cure by the Mortgagee without obtaining title to the applicable property provided that it thereafter diligently pursues such cure to completion. If a default is not cured within the applicable cure period, the City nonetheless shall refrain from exercising any of its remedies with respect to such default if, within the Mortgagee's applicable cure period: (a) the Mortgagee notifies the City that it intends to proceed with due diligence to foreclose the Mortgage or otherwise obtain title to the subject property; (b) the Mortgagee commences foreclosure proceedings within sixty (60) days after giving such notice, and thereafter diligently pursues such foreclosure to completion; and (c) after obtaining title, the Mortgagee diligently proceeds to cure those events of default(y) that are required to be cured by the Mortgagee and are susceptible of cure by the Mortgagee, and (z) of which the Mortgagee has been given notice by the City prior to such foreclosure. Notwithstanding the foregoing, no Mortgagee shall be required to cure any default that is personal to Developer (for example, failure to submit required information in its possession), and the completion of a foreclosure and acquisition of title to the applicable property by Mortgagee shall be deemed to cure such default. Any such Mortgagee or transferee of a Mortgagee who properly completes the improvements relating to the Project or the Project Site or applicable part thereof shall be entitled, upon written request made to the City, to confirmation by the City in writing that such improvements have been Completed in accordance herewith.

Section 10.5 Mortgagee's Obligations with Respect to the Project Site. Notwithstanding anything to the contrary in this Agreement, no Mortgagee shall have any obligations or other

liabilities under this Agreement unless and until it acquires title to any Foreclosed Property and assumes in writing Developer's rights and obligations under this Agreement with respect to the Foreclosed Property. A Mortgagee that, by foreclosure under a Mortgage, acquires title to any Foreclosed Property and assumes in writing Developer's rights and obligations under this Agreement shall take title subject to all of the terms and conditions of this Agreement, to the extent applicable to the Foreclosed Property, including any claims for payment or performance of obligations that are due as a condition to enjoying the benefits of this Agreement and shall have all of the rights and obligations of Developer under this Agreement as to the applicable Foreclosed Property, including completion of the Associated Community Benefits tied to the Foreclosed Property. Upon the occurrence and continuation of a Default by a Mortgagee or transferee of a Mortgagee in the performance of any of the obligations to be performed by such Mortgagee or transferee pursuant to this Agreement, the City shall be afforded all its remedies for such Default as provided in this Agreement.

Section 10.6 No Impairment of Mortgage. No default by Developer under this Agreement shall invalidate or defeat the lien of any Mortgage. No foreclosure of any Mortgage or other lien shall defeat, diminish, render invalid or unenforceable or otherwise impair Developer's rights or obligations under this Agreement or constitute a default under this Agreement.

Section 10.7 Cooperation. The City shall cooperate reasonably with Developer in confirming or verifying the rights and obligations of any Mortgagee or potential Mortgagee hereunder.

Section 10.8 Multiple Mortgages. If at any time there is more than one Mortgage constituting a lien on a single portion of the Project or the Project Site or any interest therein, the lien with respect to such portion or interest of the Mortgagee prior in time to all others on that portion or interest shall be vested with the rights under this Article 10 to the exclusion of the holder of any other Mortgage with respect to such portion or interest; provided, however, that if the holder of a senior Mortgage fails to exercise the rights set forth in this Article 10, each holder of a junior Mortgage shall succeed to the rights set forth in this Article 10 only if the holders of all Mortgages senior to it have failed to exercise the rights set forth in this Article 10 and holders of junior Mortgages have provided written notice to the City under Section 10.3. No failure by the senior Mortgagee to exercise its rights under this Article 10 and no delay in the response of any Mortgagee to any notice by the City shall extend any cure period or Developer's or any Mortgagee's rights under this Article 10. For purposes of this Section 10.8, in the absence of an order of a court of competent jurisdiction that is served on the City, a title report prepared by a reputable title company licensed to do business in the State and having an office in the City, setting forth the order of priorities of the liens of Mortgages on real property may be relied upon by the City as conclusive evidence of priority.

Section 10.9 Cured Defaults. Upon the curing of any default by any Mortgagee within the time provided in this Article 10 the City's right to pursue any remedies with respect to such default shall terminate.

ARTICLE 11
AMENDMENT; TERMINATION; EXTENSION OF TERM

Section 11.1 Amendment. This Agreement may only be amended with the mutual written consent of the City and Developer (for the avoidance of doubt, if Developer is more than one Person (e.g., if a Transfer has occurred following the Reference Date), the City and any individual Person that is Developer may amend this Agreement to the extent applicable to such Developer and such Developer's Developer Property without binding any other Developer or other Developer's Developer Property); provided that any amendment to this Agreement consented to by the Person that is Developer of a Building on a Development Parcel must also be consented to by the Person that is Developer of the Development Phase that includes such Development Parcel (i.e., the "horizontal developer" of such Development Phase). Any amendment to this Agreement that does not constitute a Material Change may be agreed to by the Planning Director on behalf of the City (and, to the extent it affects any rights or obligations of a City Agency, after consultation with such City Agency). Any amendment that is a Material Change will require the approval of the Planning Director, the Planning Commission, and the Board of Supervisors (and, to the extent it affects any rights or obligations of a City Agency, after consultation with such City Agency). The determination of whether a proposed change constitutes a Material Change shall be made, on the City's behalf, by the Planning Director following consultation with the City Attorney and any affected City Agency.

Section 11.2 Termination on Mutual Consent Other than upon the expiration of the Term and except as provided in Sections 3.16, 5.9.4, 5.13.2, 6.2, 7.3, 9.4.2, and 11.3, this Agreement may only be terminated as to an individual Developer and the City with the mutual written consent of such Developer and the City; provided, however, that any such termination of this Agreement by (i) the Person that is Developer of a Development Phase (i.e., the "horizontal developer" of such Development Phase) shall also require the written consent of any Person that is Developer of a Building in that Development Phase and (ii) the Person that is Developer of a Building in a Development Phase shall also require the written consent of the Person that is Developer of such Development Phase (i.e., the "horizontal developer" of such Development Phase).

Section 11.3 Early Termination Rights. Developer shall, upon thirty (30) days' prior notice to the City, have the right, in its sole and absolute discretion, to terminate this Agreement in its entirety at any time prior to the date Developer Commences Construction on any portion of the Project Site.

Section 11.4 Termination and Vesting. Any termination under this Agreement shall concurrently effect a termination of the Approvals with respect to the terminated portion of the Project Site, except as to any Approval pertaining to any Infrastructure, Parks and Open Space, or Vertical Improvement that has Commenced Construction in reliance thereon. In the event of any termination of this Agreement by Developer resulting from a Default by the City and except to the extent prevented by such City Default, Developer's obligation to complete the Associated Community Benefits that are tied to a Building that has Commenced Construction shall continue (and all relevant and applicable provisions of this Agreement with respect to such obligation shall be deemed to be in effect as such provisions are reasonably necessary in the construction, interpretation, or enforcement of this Agreement as to any such surviving obligations). The City's

and Developer's respective rights and obligations under this 0 shall survive the termination of this Agreement.

Section 11.5 Amendment Exemptions. No issuance of a Later Approval or change to the Project that is permitted under the Plan Documents or any Approval shall by itself require an amendment to this Agreement. Upon issuance of any Later Approval or upon the making of any such change, such Later Approval or change shall be deemed to be incorporated automatically into the Project and vested under this Agreement (subject to any conditions set forth in such Later Approval or change). Notwithstanding the foregoing, if there is any direct conflict between the terms of this Agreement, on the one hand, and a Later Approval, on the other hand, then the Parties shall concurrently amend this Agreement (subject to all necessary approvals in accordance with this Agreement) in order to ensure the terms of this Agreement are consistent with such Later Approval. The Planning Department and each affected City Agency shall have the right to approve on behalf of the City changes and updates to the Project, including the Plan Documents, and to the Project SUD, in each keeping with the Planning Department's and the affected City Agency's customary practices, and any such changes and updates shall not be deemed to conflict with or require an amendment to this Agreement or the Approvals so long as they do not constitute a Material Change (and, for the avoidance of doubt, are approved by Developer). Any such change or update to the Plan Documents shall be approved in writing and maintained on file with the Planning Department. If the Parties fail to amend this Agreement as set forth above when required (*i.e.*, when there is a Material Change), then the terms of this Agreement shall prevail over any Later Approval that conflicts with this Agreement until so amended.

Section 11.6 Extension Due to Legal Action or Referendum. If any litigation is filed challenging this Agreement or an Approval having the direct or indirect effect of delaying this Agreement or any Approval (including to any CEQA determinations or any Later Approvals), including any challenge to the validity of this Agreement or any of its provisions, or if this Agreement or an Approval is suspended pending the outcome of an electoral vote on a referendum, then the Term and all Approvals shall be extended for the number of days equal to the period starting from the commencement of the litigation or the suspension (or as to Approvals, the date of the initial grant of such Approval) to the end of such litigation or suspension (a "**Litigation Extension**"). The Parties shall document the start and end of a Litigation Extension in writing within thirty (30) days from the applicable dates.

Section 11.7 PG&E Sub-Area. The Parties acknowledge and agree that (i) the PG&E Sub-Area and the portion of the Project Site commonly known as Block 5 (collectively, the "**PG&E Affected Area**") are not feasible to develop until PG&E determines its long-term needs and obtains all required approvals therefor, (ii) the Parties are not able to control the timeline for PG&E's decision-making process or the receipt of the required approvals therefor and (iii) PG&E may, in its sole discretion, make development of some or all the PG&E Affected Area impossible. The foregoing facts may have the direct or indirect effect of delaying the portion of the Project proposed for the PG&E Affected Area. In light of the foregoing, the Term and all Approvals with respect to each portion of the PG&E Affected Area shall be extended for the lesser of five (5) years and the number of days between the Reference Date and the date PG&E has vacated the PG&E Sub-Area and such portion of the PG&E Affected Area is otherwise available for development hereunder (and, with respect to the PG&E Sub-Area, the PG&E Sub-Area becomes subject to this Agreement pursuant to Section 3.13).

ARTICLE 12
TRANSFER OR ASSIGNMENT; RELEASE; CONSTRUCTIVE NOTICE

Section 12.1 Permitted Transfer of this Agreement. At any time and from time to time, Developer shall have the right to convey, assign or transfer (each, a "**Transfer**") all or any portion of its right, title and interest in and to all or part of the Project Site (the "**Transferred Property**") to any Person (each, a "**Transferee**") without the City's consent, provided (i) that it contemporaneously transfers to the Transferee all of its right, title and interest under this Agreement with respect to the Transferred Property (excepting therefrom any rights or obligations retained by the transferor as set forth in the Assignment and Assumption Agreement (e.g., matters that may be assigned to the Management Association, as contemplated below)) and (ii) there shall not be more than one Person that is Developer of the Public Improvements in a Development Phase without the approval of the City (excluding the Transferable Infrastructure intended for completion with Vertical Improvements). Nothing herein or in any Approval shall limit the rights of Developer to transfer to the Transferee any or all of its right, title and interest under the Approvals to the extent related to the Transferred Property. Furthermore, any rights or obligations of Developer hereunder following Completion of the Project or any portion thereof (such as responsibility for operation and maintenance of any Parks and Open Space, responsibility for transportation demand management obligations, etc.) may be Transferred to a residential, commercial, or other management association (each, a "**Management Association**") with the authority to levy fees or otherwise generate sufficient revenue to perform such obligations, and no such Transfer shall require the transfer of land or any other real property interests to the Management Association. The City may require, in its reasonable discretion, that any sub-Management Association be a member of the master-Management Association, to the extent permitted by the Applicable Standards. A Transferee shall be deemed "Developer" under this Agreement to the extent of the rights, interests and obligations assigned to and assumed by such Transferee under the applicable Assignment and Assumption Agreement. Notwithstanding the foregoing, pursuant to the Housing Plan, Developer only shall have the right to transfer the affordable housing obligations under Section VII of the Housing Plan subject to the prior written consent of the City, which consent will not be unreasonably withheld, conditioned or delayed. In determining the reasonableness of any consent or failure to consent, the City shall consider whether the proposed transferee has sufficient development experience and creditworthiness to perform the obligations to be transferred. Accordingly, the City may request information and documentation from the transferee to complete such determination.

Section 12.2 Multiple Developers. Notwithstanding anything to the contrary in this Agreement, if Developer is more than one Person (e.g., if a Transfer has occurred following the Reference Date), then the obligation to perform and complete the Associated Community Benefits tied to a Development Phase and/or Building shall be either (i) the sole responsibility of the applicable Transferee (i.e., the Person that is the Developer for the Development Phase and/or Building) or (ii) the sole responsibility of its predecessor (e.g., a Person that was Developer as set forth in a Development Phase Approval and subsequently Transferred the Development Phase and/or applicable Development Parcel to such Transferee). For the avoidance of doubt, each Developer must, on its own, satisfy the requirements of the Workforce Agreement as applied to its portion of the Project. Each Person that is a Developer must coordinate with one another on the housing data tables and maps as set forth in the Housing Plan. Nothing herein shall entitle any Person that is Developer to enforce this Agreement against any other Person that is Developer.

Section 12.3 Notice of Transfer. Developer shall provide not less than ten (10) Business Days' notice to the City before any anticipated Transfer of its interests, rights and obligations under this Agreement, together with the anticipated final assignment and assumption agreement for that Transfer (the "**Assignment and Assumption Agreement**"). The Assignment and Assumption Agreement shall be in recordable form, in substantially the form attached as Exhibit X (including the indemnifications, the agreement and covenant not to challenge the enforceability of this Agreement and not to sue the City for disputes between Developer and any Transferee). Without limiting Developer's rights to its rights of Transfer as set forth herein without the City's consent, the final Assignment and Assumption Agreement for a Transfer shall be subject to the review of the Planning Director to confirm that such Assignment and Assumption Agreement meets the requirements of this Agreement (including that all applicable Associated Community Benefits have been assigned to the Transferee or retained by the transferor) and, if there are any material changes to the form attached as Exhibit X, that the Planning Director approves such changes. The Planning Director shall grant (through execution of the provided Assignment and Assumption Agreement in the space provided therefor and delivery of same to the Developer that provided same) or withhold confirmation (or approval of any such material changes) within ten (10) Business Days after the Planning Director's receipt of the Assignment and Assumption Agreement. Failure to grant or withhold such confirmation (or approval) in accordance with the foregoing within such period shall be deemed confirmation (or approval), provided that Developer shall have first provided notice of such failure and a three (3) Business Day opportunity to cure and such notice shall prominently indicate that failure to act shall be deemed to be confirmation (or approval).

Section 12.4 Release of Liability. Upon execution and delivery of any Assignment and Assumption Agreement (following the City's confirmation (or approval) or deemed confirmation (or approval) pursuant to Section 12.3), the assignor thereunder shall be automatically released from any liability or obligation under this Agreement to the extent Transferred under the applicable Assignment and Assumption Agreement.

Section 12.5 Responsibility for Performance. The City is entitled to enforce each and every obligation assumed by each Transferee pursuant to the applicable Assignment and Assumption Agreement directly against such Transferee as if the Transferee were an original signatory to this Agreement with respect to such obligation. Accordingly, in any action by the City against a Transferee to enforce an obligation assumed by the Transferee, the Transferee shall not assert as a defense against the City's enforcement of performance of such obligation that such obligation (i) is attributable to another Developer's breach of any duty or obligation to the Transferee arising out of the Transfer or the Assignment and Assumption Agreement or any other agreement or transaction between such other Developer and the Transferee, including any obligation retained by a transferring Developer to complete affordable housing or parks within the applicable Development Phase, or (ii) relates to the period before the Transfer. The foregoing notwithstanding, the Parties acknowledge and agree that a failure to complete a Mitigation Measure, affordable housing, or certain Parks and Open Spaces may, if not completed, delay or prevent a different party's ability to start or complete a specific Building or improvement under this Agreement if and to the extent the completion of the Mitigation Measure, the affordable housing, or the completion of the Parks and Open Spaces is a condition to the other party's right to proceed, as specifically described in the Mitigation Measure, the Housing Plan and the Phasing Plan, and each Person that is Developer hereunder assumes this risk.

Section 12.6 Constructive Notice. Every Person that now or hereafter owns or acquires any right, title or interest in or to any portion of the Project Site is, and shall be, constructively deemed to have consented to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such Person acquires an interest in the Project Site. Every Person that now or hereafter owns or acquires any right, title, or interest in or to any portion of the Project Site and undertakes any development activities at the Project Site, is, and shall be, constructively deemed to have consented to, and is obligated by all of, the terms and conditions of this Agreement (as such terms and conditions apply to the Project Site or applicable portion thereof), whether or not any reference to this Agreement is contained in the instrument by which such Person acquires an interest in the Project Site.

Section 12.7 Rights of Developer. The provisions in this Article 12 shall not be deemed to prohibit or otherwise restrict Developer from (i) granting easements, leases, subleases, licenses or permits to facilitate the development, operation and use of the Project Site in whole or in part, (ii) encumbering the Project Site or any portion of the improvements thereon by any Mortgage, (iii) granting an occupancy leasehold interest in portions of the Project Site, (iv) entering into a joint venture agreement or similar partnership agreement to fulfill its obligations under this Agreement, (v) selling or transferring all or a portion of any interest in the Project Site pursuant to a foreclosure, the exercise of a power of sale, conveyance in lieu of foreclosure or other remedial action in connection with a Mortgage, or (vi) selling a residential unit in the Project to a member of the homebuying public, and no such action shall constitute a Transfer hereunder or require an Assignment and Assumption Agreement or any consent of the City and the transferee, beneficiary or other applicable Person under any such instrument shall not be deemed a successor to Developer or a Transferee (but, for the avoidance of doubt, will be subject to the CC&Rs and the affordability and other restrictions contained in documents recorded against the unit as provided therein, to the extent applicable).

ARTICLE 13
REPRESENTATIONS AND WARRANTIES

Section 13.1 Developer Representations and Warranties. Developer makes the following representations and warranties to the City as of the Reference Date:

13.1.1 Interest of Developer; Due Organization and Standing. Developer is the fee owner of the Developer Property. Developer is a Delaware limited liability company, duly organized and validly existing and in good standing under the Laws of the State of Delaware. Developer has all requisite power to own the Developer Property and authority to conduct its business as presently conducted. There is no Mortgage, existing lien or encumbrance recorded against the Developer Property that, upon foreclosure or the exercise of remedies, would permit the beneficiary of the Mortgage, lien or encumbrance to eliminate or wipe out the obligations set forth in this Agreement that run with the Developer Property.

13.1.2 No Inability to Perform; Valid Execution. Developer is not a party to any other agreement that could reasonably be expected to conflict with Developer's obligations under this Agreement, and Developer has no knowledge of any inability to perform its obligations under this Agreement. The execution and delivery of this Agreement by Developer have been duly and

validly authorized by all necessary action. This Agreement is a legal, valid, and binding obligation of Developer, enforceable against Developer in accordance with its terms.

Section 13.2 No Bankruptcy. Developer has neither filed nor is the subject of any filing of a petition under Federal bankruptcy Laws, any Federal or State insolvency Laws or Laws for composition of indebtedness or for the reorganization of debtors, and, to the best of Developer's knowledge, no such filing is threatened in writing.

ARTICLE 14
MISCELLANEOUS PROVISIONS

Section 14.1 Entire Agreement. This Agreement, including the preamble, Recitals and Exhibits, and the agreements between the Parties specifically referenced in this Agreement, constitutes the entire agreement between the Parties with respect to the subject matter contained herein. Prior drafts of this Agreement and changes from those drafts to the executed version of this Agreement shall not be introduced as evidence in any litigation or other dispute resolution proceeding by the Parties or any other Person, and no court or other body shall consider such drafts or changes in interpreting this Agreement. That certain Memorandum of Understanding between Developer and OEWD, dated as of May 1, 2016, is terminated as of the Effective Date and shall be of no further force and effect.

Section 14.2 Incorporation of Exhibits. Except for the Initial Approvals, which are listed in Exhibit B solely for the convenience of the Parties, each Exhibit to this Agreement is incorporated herein and made a part hereof as if set forth in full. Each reference to an Exhibit in this Agreement shall mean that Exhibit as it may be updated or amended from time to time in accordance with the terms of this Agreement.

Section 14.3 Binding Covenants; Run with the Land. Pursuant to Section 65868 of the Development Agreement Statute, from and after recordation of this Agreement in the Official Records, all of the provisions, agreements, rights, powers, standards, terms, covenants, and obligations contained in this Agreement shall be binding upon the Parties and, subject to the provisions of this Agreement, including Article 12, their respective heirs, successors (by merger, consolidation, or otherwise) and assigns and all Persons acquiring the Project Site, any lot, parcel or any portion thereof, or any interest therein, whether by sale, operation of Law or in any manner whatsoever, and shall inure to the benefit of the Parties and such heirs, successors, assigns and Persons. Subject to the provisions of this Agreement, including Article 12, all provisions of this Agreement shall be enforceable during the Term as equitable servitudes and constitute covenants and benefits running with the land pursuant to Law, including California Civil Code Section 1468.

Section 14.4 Applicable Law and Venue. This Agreement has been executed and delivered in and shall be interpreted, construed, and enforced in accordance with the Laws of the State of California. Venue for any proceeding related to this Agreement shall be solely in courts located in the City. Each Party hereby consents to the jurisdiction of the State or Federal courts located in the City. Each Party hereby expressly waives any and all rights that it may have to make any objections based on jurisdiction or venue to any suit brought to enforce this Agreement in accordance with the foregoing provisions.

Section 14.5 Construction of Agreement. The Parties have mutually negotiated the terms and conditions of this Agreement, and its terms and provisions have been reviewed and revised by legal counsel for both the City and Developer. Accordingly, no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement. Therefore, each Party waives the effect of section 1654 of the California Civil Code, which interprets uncertainties in a contract against the party that drafted the contract. Language in this Agreement shall be construed as a whole and in accordance with its true meaning. Each reference in this Agreement to this Agreement, the other Plan Documents or any of the Approvals shall be deemed to refer to this Agreement, the other Plan Documents or the Approvals as amended from time to time pursuant to the provisions of this Agreement, whether or not the particular reference refers to such possible amendment. In the event of a conflict between the provisions of this Agreement and Chapter 56, the provisions of this Agreement shall govern and control. Wherever in this Agreement the context requires, references to the masculine shall be deemed to include the feminine and the neuter and vice-versa, and references to the singular shall be deemed to include the plural and vice versa. Unless otherwise specified, whenever in this Agreement, including its Exhibits, reference is made to any Recital, Article, Section, Exhibit, Schedule or defined term, the reference shall be deemed to refer to the Recital, Article, Section, Exhibit, Schedule or defined term of this Agreement. Any reference in this Agreement to a Recital, an Article or a Section includes all subsections and subparagraphs of that Recital, Article or Section. Section and other headings and the names of defined terms in this Agreement are for the purpose of convenience of reference only and are not intended to, nor shall they, modify or be used to interpret the provisions of this Agreement. Except as otherwise explicitly provided herein, the use in this Agreement of the words "including", "such as" or words of similar import when accompanying any general term, statement or matter shall not be construed to limit such term, statement or matter to such specific terms, statements or matters. In the event of a conflict between the Recitals and the remaining provisions of this Agreement, the remaining provisions shall prevail. Statements and calculations in this Agreement beginning with the words "for example" or words of similar import are included for the convenience of the Parties only, and in the event of a conflict between such statements or calculations and the remaining provisions of this Agreement, the remaining provisions shall prevail. Words such as "herein", "hereinafter", "hereof," "hereby" and "hereunder" and the words of like import refer to this Agreement, unless the context requires otherwise. Unless the context otherwise specifically provides, the term "or" shall not be exclusive and means "or, and, or both".

Section 14.6 Project Is a Private Undertaking; No Joint Venture or Partnership. The development proposed to be undertaken by Developer on the Project Site is a private development. Without limiting the City's obligations to Developer hereunder, the City has no interest in, responsibility for or duty to third parties concerning any of the improvements within the Project Site. Developer shall exercise full dominion and control over the Developer Property, subject only to the limitations and obligations of the Parties contained in this Agreement. Nothing contained in this Agreement, or in any document executed in connection with this Agreement, shall be construed as creating a joint venture or partnership between the City and Developer. Neither Party is acting as the agent of the other Party in any respect hereunder. Developer is not a state or governmental actor with respect to any activity conducted by Developer hereunder. If there is more than one Person that comprises any Person that is Developer, the obligations and liabilities under this Agreement imposed on each such Person shall be joint and several (i.e., if more than

one Person executes an Assignment and Assumption Agreement as Developer of Transferred Property, then the liability of such Persons shall be joint and several with respect thereto).

Section 14.7 Recordation. Pursuant to the Development Agreement Statute and Chapter 56, the Clerk of the Board of Supervisors shall have a copy of this Agreement and any amendment hereto recorded in the Official Records within ten (10) days after the Effective Date or the effective date of such amendment, as applicable, with recording fees (if any) to be borne by Developer.

Section 14.8 Survival. Following expiration of the Term, this Agreement shall be deemed terminated and of no further force and effect, except for any provision that, by its express terms, survives the expiration or termination of this Agreement. The rights and obligations under the Financing Plan or under any Acquisition Agreement (as defined in the Financing Plan), including Developer's right to receive reimbursements, are intended to survive the expiration or termination of the Financing Plan or Acquisition Agreement, as applicable.

Section 14.9 Signature in Counterparts. This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

Section 14.10 Notices. Any notice or communication required or authorized by this Agreement (as, for example, where a Party is permitted or required to "notify" the other, but not including communications made in any meet and confer or similar oral communication contemplated hereunder) shall be in writing and may be delivered personally, by registered mail, return receipt requested, or by reputable air or ground courier service. Notice, whether given by personal delivery, registered mail or courier service, shall be deemed to have been given and received upon the actual receipt by any of the addressees designated below as the person to whom notices are to be sent. Any notice delivered by the City to the Person that is Developer of a Building on a Development Parcel, and any notice delivered by such a Developer to the City, shall be contemporaneously delivered to the Person that is Developer of the Development Phase that includes such Development Parcel (i.e., the "horizontal developer" of such Development Phase). Any Party may at any time, upon notice to each other applicable Party, designate any other person or address in substitution of the person or address to which such notice or communication shall be given. Such notices or communications shall, subject to the foregoing, be given to the Parties at their addresses set forth below:

To the City:

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, California 94102
Attn: Rich Hillis, Director of Planning

with a copy to:

Dennis J. Herrera, Esq.
City Attorney
City Hall, Room 234

1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102
Attn: Real Estate/Finance, Potrero Power Plant Project

To Developer:

California Barrel Company LLC
c/o Associate Capital
420 23rd Street
San Francisco, California 94107
Attn: Project Director, Potrero Power Plant Project

with copies to:

J. Abrams Law, P.C.
One Maritime Plaza, Suite 1900
San Francisco, California 94111
Attn: Jim Abrams, Esq.

and

Paul Hastings LLP
101 California Street, 48th Floor
San Francisco, CA 94111
Attn: David Hamsher, Esq.

Section 14.11 Limitations on Actions. Pursuant to Section 56.19 of the Administrative Code, any decision of the Board of Supervisors made pursuant to Chapter 56 shall be final. Any court action or proceeding to attack, review, set aside, void, or annul any decision by the Board of Supervisors shall be commenced within ninety (90) days after such decision is final and effective. Any court action or proceeding to attack, review, set aside, void or annul any decision by (i) the Planning Director made pursuant to Administrative Code Section 56.15(d)(3) or (ii) the Planning Commission made pursuant to Administrative Code Section 56.17(e) shall be commenced within ninety (90) days after such decision is final and effective.

Section 14.12 Severability. Except as is otherwise specifically provided for in Section 5.7, if any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, except to the extent that enforcement of the remaining provisions of this Agreement would be unreasonable or grossly inequitable under all the circumstances or would frustrate the fundamental purpose of this Agreement.

Section 14.13 MacBride Principles. The City urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in Administrative Code Section 12F.1 *et seq*. The City also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Developer acknowledges that it has read and understands the above statement of the City concerning doing business in Northern Ireland.

Section 14.14 Tropical Hardwood and Virgin Redwood. The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code.

Section 14.15 Sunshine. Developer understands and agrees that, except as otherwise provided therein, under the City's Sunshine Ordinance (Administrative Code, Chapter 67) and the California Public Records Act (California Government Code Section 250 *et seq*.), this Agreement and any and all records, information and materials submitted to the City hereunder may be public records subject to public disclosure upon request. Developer may mark or designate as confidential, or otherwise request to be kept confidential, materials that Developer submits to the City that Developer in good faith believes are or contain trade secrets or proprietary information protected from disclosure under the Sunshine Ordinance and other Laws, and the City shall maintain the confidentiality of such materials. When a City official or employee receives a request for any such materials, the City may request further evidence or explanation from Developer. Notwithstanding the foregoing, to the extent that the City determines that the information in such materials does not constitute a trade secret or proprietary or other information protected from disclosure, the City shall notify Developer of that conclusion and that such information will be released by a specified date in order to provide Developer an opportunity to obtain a court order prohibiting disclosure.

Section 14.16 Conflict of Interest. Through its execution of this Agreement, Developer acknowledges that it is familiar with the provisions of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 *et seq*. and Section 1090 *et seq*. of the California Government Code, and certifies that it does not know of any facts that constitute a violation of such provisions and agrees that it will promptly thereafter notify the City if it becomes aware of any such fact during the Term.

Section 14.17 Notification of Limitations on Contributions. Through its execution of this Agreement, Developer acknowledges that it is familiar with Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any Person that contracts with the City, whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for the contract until three (3) months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves. San Francisco Ethics Commission Regulation 1.126-1 provides that negotiations are commenced when a prospective contractor first communicates with a City officer or employee about the possibility of obtaining a specific contract. This communication may occur in person, by telephone or in writing, and may be initiated by the prospective contractor or a City officer or employee. Negotiations are completed when a contract is finalized and signed by the City and the contractor. Negotiations are terminated when the City and/or the prospective contractor end the negotiation process before a final decision is made to award the contract.

Section 14.18 Non-Liability of City Officials and Others. Notwithstanding anything to the contrary in this Agreement, no individual board member, director, commissioner, officer, employee, official or agent of City or any City Agency shall be personally liable to Developer or its successors and assigns in the event of any default by the City or for any obligation under this

Agreement, including any amount that may become due to Developer or its successors and assigns under this Agreement.

Section 14.19 Non-Liability of Developer Officers and Others. Notwithstanding anything to the contrary in this Agreement, no direct or indirect partner, member or shareholder of Developer or of any Affiliate of Developer nor any of its or their respective officers, directors, officials, individual board members, agents or employees (or of their successors or assigns) shall be personally liable to the City or its successors and assigns in the event of any default by Developer or for any obligation under this Agreement, including any amount that may become due to the City or its successors and assigns under this Agreement.

Section 14.20 Time. Time is of the essence with respect to each provision of this Agreement in which time is a factor. References to time shall be to the local time in the City on the applicable day. References in this Agreement to days, months and quarters shall be to calendar days, months and quarters, respectively, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice, meet a deadline or to undertake any other action occurs on a day that is not a Business Day, then the last day for giving the notice, replying to the notice, meeting the deadline or undertake the action shall be the next succeeding Business Day, or if such requirement is to give notice before a certain date, then the last day shall be the next succeeding Business Day. Where a date for performance is referred to as a month without reference to a specific day in such month, or a year without reference to a specific month in such year, then such date shall be deemed to be the last Business Day in such month or year, as applicable.

Section 14.21 Approvals and Consents. As used herein, the words "approve", "consent" and words of similar import and any variations thereof refer to the prior written consent of the applicable Party or other Person, including the approval of applications by City Agencies. Whenever any approval or consent is required or permitted to be given by a Party hereunder, it shall not be unreasonably withheld, conditioned or delayed unless the approval or consent is explicitly stated in this Agreement to be within the "sole discretion" (or words of similar import) of such Party. The reasons for failing to grant approval or consent, or for giving a conditional approval or consent, shall be stated in reasonable detail in writing. Approval or consent by a Party to or of any act or request by the other Party shall not be deemed to waive or render unnecessary approval or consent to or of any similar or subsequent acts or requests. Unless otherwise provided in this Agreement, whenever approval, consent or any other action is required by the Planning Commission or the Board of Supervisors, the City shall upon the request of Developer submit such matter to the Planning Commission or the Board of Supervisors, whichever is applicable, at the next regularly-scheduled meeting thereof for which an agenda has not yet been finalized and for which the City can prepare and submit a staff report in keeping with the City's standard practices. Unless otherwise provided in this Agreement, approvals, consents or other actions of the City shall be given or undertaken, as applicable, by the Planning Director.

Section 14.22 Extensions of Time.

14.22.1 The City or Developer may extend the time for the performance of any term, covenant or condition of this Agreement by a Party owing performance to the extending Party, or permit the curing of any related default, upon such terms and conditions as it determines appropriate.

14.22.2 The Parties may extend the time for performance by any of them of any term, covenant or condition of this Agreement by a written instrument signed by authorized representatives of such Parties without the execution of a formal recorded amendment to this Agreement, and any such written instrument shall have the same force and effect and impart the same notice to third-parties as a formal recorded amendment to this Agreement.

Section 14.23 Effect on Other Party's Obligation. If Developer's or the City's performance is excused or the time for its performance is extended under any extension of time permitted in this Agreement, the performance of the other Party that is conditioned on such excused or extended performance is excused or extended to the same extent.

Section 14.24 Use of Public Improvements Before Acceptance. The Parties acknowledge and agree that Developer shall not be obligated to allow use of any Public Improvements by any Person, including the City or any City Agency, before the acceptance of such Public Improvements by the City. The Developer and the City may elect to use such unaccepted Public Improvements, subject to a written agreement with the City, which shall not be unreasonably withheld or conditioned.

Section 14.25 Boundary Adjustments. The Parties acknowledge that as development of the Project Site advances, the description of parcels of real property comprising the Project Site may require further refinements, which may require minor boundary adjustments between or among them. The Parties agree to cooperate in effecting any such boundary adjustments required, consistent with this Agreement.

Section 14.26 Correction of Technical Errors. If by reason of inadvertence, and contrary to the intention of Developer and the City, errors are made in this Agreement in the identification or characterization of any title exception, in a legal description or the reference to or within any Exhibit with respect to a legal description, in the boundaries of any parcel (provided such boundary adjustments are relatively minor and do not result in a material change as determined by the City's counsel), in any map or drawing that is an Exhibit, or in the typing of this Agreement or any of its Exhibits, Developer and the City by mutual agreement may correct such error by memorandum executed by both of them and replacing the appropriate pages of this Agreement, and no such memorandum or page replacement shall be deemed an amendment of this Agreement.

Section 14.27 Dogpatch Neighborhood. City and Developer acknowledge that the Project Site is located in the Dogpatch neighborhood. Developer shall acknowledge the Project's association with the Dogpatch neighborhood in its promotional materials for the Project and may name or otherwise refer to the Project as the Dogpatch Power Station Mixed-Use Development Project in any applications for Later Approvals.

Section 14.28 Station A Vibration Monitoring. Prior to any controlled blasting, pile driving, or use of vibratory construction equipment on the Project Site, Developer shall engage a historic architect or qualified historic preservation professional and a qualified acoustical/vibration consultant or structural engineer to undertake a pre-construction survey of Station A to document Station A's condition. Based on the condition of Station A, a structural engineer or other qualified entity shall establish a maximum vibration level that shall not be exceeded during construction of the Project. The qualified consultant shall conduct regular periodic inspections of Station A

throughout the duration of vibration-inducing construction when it occurs within 80 feet of the building. Should vibration levels be observed in excess of the established maximum vibration level or should damage to any part of the walls of Station A to be retained by the Project under the Design for Development occur, construction shall be halted and alternative construction techniques put in practice, to the extent feasible. For example, smaller, lighter equipment might be able to be used or pre-drilled piles could be substituted for driven piles, if soil conditions allow.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Rich Hillis
Director of Planning

Approved on _____, 2020
Board of Supervisors Ordinance No. _____

Approved:

By: _____
Naomi Kelly, City Administrator

By: _____
Alaric Degrafinried, Acting Director of Public Works

DEVELOPER:

CALIFORNIA BARREL COMPANY LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Approved as to form:

DENNIS J. HERRERA, City Attorney

By: _____
Heidi J. Gewertz, Deputy City Attorney

FORM OF JOINDER UNDER SECTION 3.13

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

JOINDER

[•], a [•] ("**Subject Owner**"), is the fee owner of the PG&E Sub-Area [or portion thereof described on Exhibit 1 hereto] (the "**Subject Property**"), and hereby joins in the Development Agreement (as amended and may be further amended from time to time in accordance with the terms thereof, the "**DA**") to which this joinder is attached and accordingly as of the date of recordation of this joinder is "Developer" under the DA with respect to the Subject Property and the Subject Property constitutes "Developer Property" under the DA with respect to Subject Owner. Subject Owner acknowledges and agrees hereby that it is subject to and bound by the DA with respect to the Subject Property as of the date of recordation of this joinder. Subject Owner shall record this joinder in the Official Records promptly following the execution of this joinder by PG&E. Capitalized terms used but not otherwise defined in this joinder shall have the meanings ascribed to them in the DA.

[Signatures appear on following page]

SUBJECT OWNER:

[•],
a [•]

By: _____
Name: _____
Title: _____

CONSENT TO DEVELOPMENT AGREEMENT
San Francisco Municipal Transportation Agency

The SFMTA has reviewed the Development Agreement to which this Consent to Development Agreement (this "**SFMTA Consent**") is attached. Except as otherwise defined in this SFMTA Consent, initially capitalized terms have the meanings given in the Development Agreement to which this SFMTA Consent is attached (as amended from time to time in accordance therewith, the "**Development Agreement**").

By executing this SFMTA Consent, the undersigned confirms the following:

1. The SFMTA Board of Directors, after considering at a duly noticed public hearing the CEQA Findings for the Project, including the Statement of Overriding Considerations, the MMRP and the transportation-related Mitigation Measures and improvement measures, consented to and agreed to be bound by this Development Agreement as it relates to matters under SFMTA jurisdiction, and delegated to the Director of Transportation or his designee any future SFMTA approvals under this Development Agreement, subject to Applicable Laws, including the City Charter.

2. The SFMTA also agrees to the following:

(i) SFMTA will review and approve the SFMTA Infrastructure described in the Infrastructure Plan, subject to Developer satisfying SFMTA's requirements and the transportation-related Mitigation Measures and improvement measures for design, construction, testing, performance, training, documentation, warranties and guarantees that are consistent with the Applicable Standards;

(ii) Approved Mitigation Measure [add mitigation measures here that require SFMTA approval] which [provide text of measures];

(iii) concurred with all of the transportation-related Mitigation Measures in the EIR;

(iv) approved the Transportation Plan (Exhibit I), including (A) payment of the Transportation Fee and directed the Director of Transportation to administer and direct the allocation and use of Transportation Fees consistent with Exhibit I; (B) the TDM Plan, attached to the Transportation Plan Exhibit I and found that the TDM Plan meets the requirements of Mitigation Measure M-TR-5; (C) the Developer's exclusion of the Project from the Residential Parking Permit program eligibility (D) the Developer's provision and maintenance of an SFMTA Employee Restroom; and the (E) the Developer's provision and maintenance of an SFMTA bus shelter.

3. The SMTA Board of Directors also authorizes SFMTA staff to take any measures reasonably necessary to assist the City in implementing the Development Agreement in accordance with SFMTA Resolution No. _____, including the Transportation Exhibit and Transportation-related Mitigation Measures;

By executing this SFMTA Consent, the SFMTA does not intend to in any way limit, waive or delegate the exclusive authority of the SFMTA as set forth in Article VIIIA of the City's Charter.

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through the SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

By: _____

Jeffrey Tumlin, Director of Transportation

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: _____

Susan Cleveland-Knowles
Deputy City Attorney

CONSENT TO DEVELOPMENT AGREEMENT
San Francisco Public Utilities Commission

The Public Utilities Commission of the City and County of San Francisco (the "**SFPUC**") has reviewed the Development Agreement to which this Consent to Development Agreement (this "**SFPUC Consent**") is attached. Except as otherwise defined in this SFPUC Consent, initially capitalized terms have the meanings given in the Development Agreement to which this SFPUC Consent is attached (as amended from time to time in accordance therewith, the "**Development Agreement**").

By executing this SFPUC Consent, the undersigned confirms that the SFPUC, after considering at a duly noticed public hearing the Development Agreement, the Infrastructure Plan, the CEQA Findings, including the Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program, and utility-related Mitigation Measures, consented to:

1. The Development Agreement as it relates to matters under SFPUC jurisdiction, including the Infrastructure Plan (Exhibit G) and the SFPUC-related Mitigation Measures.

2. Subject to Developer satisfying the SFPUC's requirements for construction, operation and maintenance that are consistent with the Applicable Standards and the plans and specifications approved by the SFPUC in accordance with the terms of the Development Agreement, and meeting the SFPUC-related Mitigation Measures, the SFPUC's accepting and then, subject to appropriation, operating and maintaining SFPUC-related infrastructure.

3. Delegating to the SFPUC General Manager any Later Approvals of the SFPUC under the Development Agreement.

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through the SAN FRANCISCO PUBLIC UTILITY COMMISSION

By: _____

Harlan Kelly, General Manager

CONSENT TO DEVELOPMENT AGREEMENT
Port Commission

The Port Commission of the City and County of San Francisco (the "**Port Commission**") has reviewed the Development Agreement to which this Consent to Development Agreement (this "**Port Consent**") is attached. Except as otherwise defined in this Port Consent, initially capitalized terms have the meanings given in the Development Agreement to which this Port Consent is attached (as amended from time to time in accordance therewith, the "**Development Agreement**").

By executing this Port Consent, the undersigned confirms that the Port, after considering at a duly noticed public hearing the Development Agreement and the CEQA Findings, including the Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program, consented to:

1. The Development Agreement as it relates to matters under Port jurisdiction, including the terms of Exhibit Z (City and Port Implementation of Later Approvals) and Exhibit G (Infrastructure Plan) as it relates to any Infrastructure and other Public Improvements planned for land under Port jurisdiction.

2. Developer's Completion of the Parks and Open Spaces on land under Port jurisdiction as set forth in the Development Agreement.

3. Delegating to the Port Executive Director any Later Approvals of the Port under the Development Agreement, subject to Law, including the City's Charter, including a Memorandum of Understanding between the Port and relevant City agencies relating to Public Improvements planned for Port land and streets, including utility placement therein, and responsibility for permitting, implementation, acceptance, maintenance and liability for such Public Improvements.

By authorizing this Port Consent, the Port Commission does not intend to in any way limit the exclusive authority of the Port Commission under Applicable Standards.

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through the SAN FRANCISCO PORT COMMISSION

By: _____

Elaine Forbes, Executive Director

CONSENT TO DEVELOPMENT AGREEMENT
San Francisco Fire Department

The Fire Chief and the Fire Marshall of the City and County of San Francisco have reviewed the Development Agreement to which this Consent to Development Agreement (this "**SFFD Consent**") is attached. Except as otherwise defined in this SFFD Consent, initially capitalized terms have the meanings given in the Development Agreement to which this SFFD Consent is attached (as amended from time to time in accordance therewith, the "**Development Agreement**"). By executing this SFFD Consent, the undersigned confirm that, after review of the Infrastructure Plan and the Design for Development, together with the CEQA Findings, including the Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program, they have consented to:

1. The Development Agreement as it relates to matters under SFFD jurisdiction; and

2. Subject to Developer satisfying Developer's obligations requirements for construction consistent with the Applicable Standards, the City's acceptance of Infrastructure Completed by Developer.

By authorizing this SFFD Consent, the SFFD Fire Chief and Fire Marshall not intend to in any way limit the authority of the SFFD as set forth in Section 4.108 and 4.128 of the City's Charter.

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through the SAN FRANCISCO FIRE CHIEF AND FIRE MARSHALL

By: _____

Fire Chief

By: _____

Fire Marshall

Exhibit A
Project Site Legal Descriptions

Exhibit A-1
Developer Property Legal Description

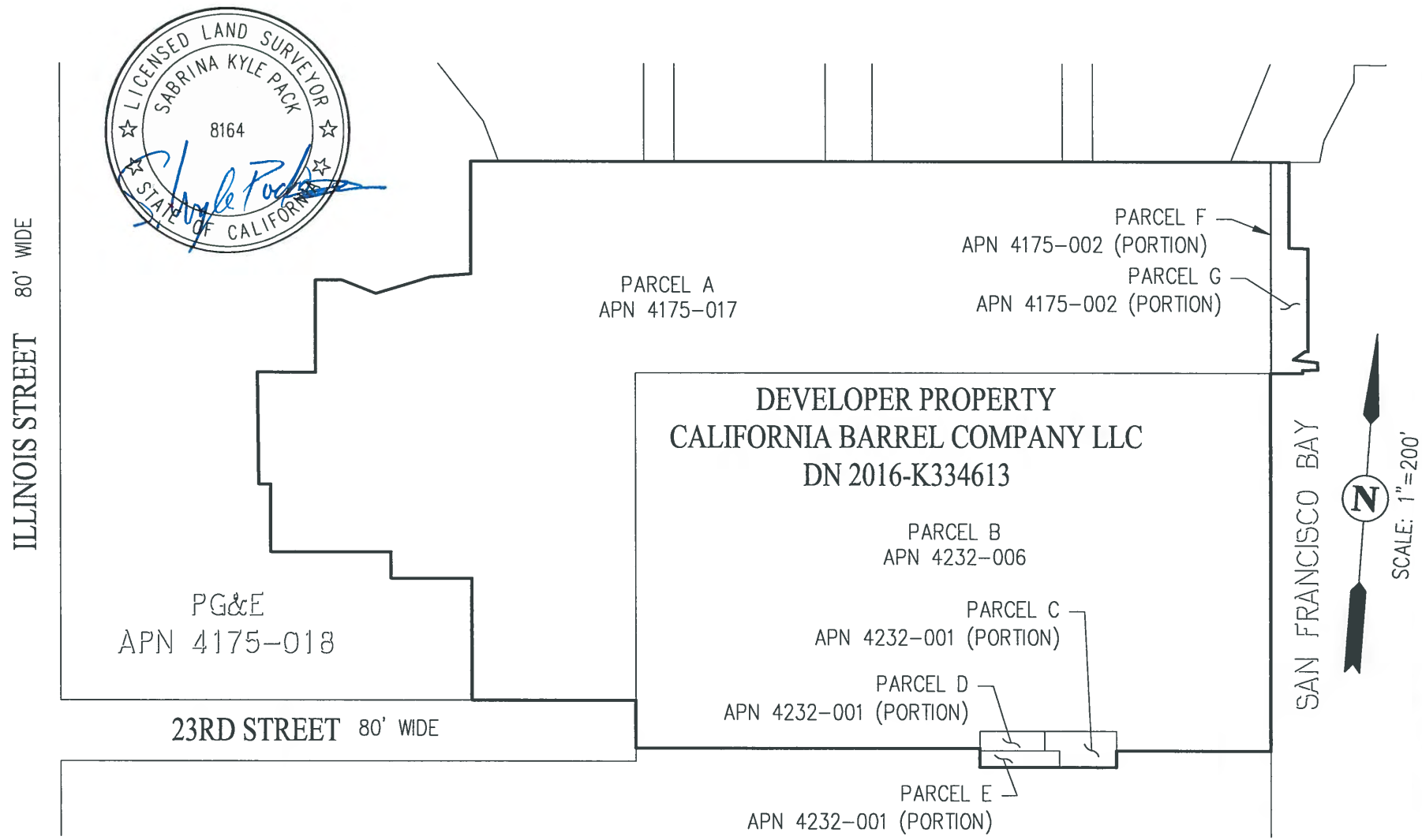


EXHIBIT A-1

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

DEVELOPER PROPERTY
CALIFORNIA BARREL COMPANY LLC. PROPERTY
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA
JANUARY 10, 2020

cbg
SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
WWW.CBANDG.COM
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

1/10/2020 3:23 PM

JOB NO. 2747-000

F:\2747-000\ACAD\SURVEY\PLATS\PLAT-011 DDA CBC PROPERTY.DWG

JANUARY 10, 2020
JOB NO.: 2747-000

EXHIBIT A-1
DEVELOPER PROPERTY DESCRIPTION
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

REAL PROPERTY IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL OF THAT PROPERTY GRANTED TO CALIFORNIA BARREL COMPANY LLC BY DEED RECORDED SEPTEMBER 26, 2016, AS DOCUMENT NUMBER 2016-K334613 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:
COMMENCING AT THE INTERSECTION OF THE NORTHERLY BOUNDARY LINE OF 23RD STREET WITH THE EASTERLY BOUNDARY LINE OF ILLINOIS STREET, AND RUNNING THENCE ALONG SAID NORTHERLY BOUNDARY LINE OF 23RD STREET

(A) NORTH 86° 49′ 44″ EAST 543.85 FEET TO THE TRUE POINT OF BEGINNING,

THENCE LEAVING SAID NORTHERLY BOUNDARY LINE OF 23RD STREET

(1) NORTH 3° 10′ 16″ WEST 161.58 FEET, THENCE
(2) SOUTH 86° 49′ 44″ WEST 106.84 FEET, THENCE
(3) NORTH 3° 10′ 16″ WEST 34.68 FEET, THENCE
(4) SOUTH 86° 49′ 44″ WEST 158.55 FEET, THENCE
(5) NORTH 3° 10′ 16″ WEST 89.59 FEET, THENCE
(6) SOUTH 86° 49′ 44″ WEST 15.75 FEET, THENCE
(7) NORTH 3° 41′ 19″ WEST 148.65 FEET, THENCE
(8) NORTH 87° 24′ 17″ EAST 76.76 FEET, THENCE
(9) NORTH 3° 10′ 16″ WEST 121.47 FEET, THENCE
(10) NORTH 86° 49′ 44″ EAST 35.24 FEET, THENCE
(11) SOUTH 71° 40′ 08″ EAST 47.67 FEET, THENCE
(12) NORTH 70° 10′ 11″ EAST 76.13 FEET, THENCE
(13) NORTH 82° 22′ 09″ EAST 52.89 FEET, THENCE
(14) NORTH 3° 10′ 16″ WEST 148.53 FEET, THENCE
(15) NORTH 86° 49′ 44″ EAST 1056.62 FEET

TO A POINT IN THE WESTERLY BOUNDARY LINE OF FORMER WATERFRONT STREET, THENCE RUNNING ALONG SAID WESTERLY BOUNDARY LINE OF FORMER WATERFRONT STREET

(16) SOUTH 3° 10′ 16″ EAST 279.00 FEET

TO A POINT IN THE CENTERLINE OF FORMER HUMBOLDT STREET, AS SAID STREET EXISTED PRIOR TO THE VACATION THEREOF PER ORDINANCE NO. 116-67, DATED MAY 1, 1967, BY THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION, THENCE LEAVING SAID WESTERLY

BOUNDARY LINE OF FORMER WATERFRONT STREET AND RUNNING ALONG SAID CENTERLINE OF FORMER HUMBOLDT STREET

(17) SOUTH 86° 49′ 44″ WEST 840.00 FEET

TO A POINT IN THE WESTERLY BOUNDARY LINE OF FORMER LOUISIANA STREET, AS SAID STREET EXISTED PRIOR TO THE VACATION THEREOF PER RESOLUTION 21111 DATED MAY 8, 1923, BY THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION, THENCE LEAVING SAID CENTERLINE OF FORMER HUMBOLDT STREET AND RUNNING ALONG SAID WESTERLY BOUNDARY LINE OF FORMER LOUISIANA STREET

(18) SOUTH 3° 10′ 16″ EAST 433.175 FEET

TO A POINT IN SAID NORTHERLY BOUNDARY LINE OF 23RD STREET, THENCE LEAVING SAID WESTERLY BOUNDARY LINE OF FORMER LOUISIANA STREET AND RUNNING ALONG SAID NORTHERLY BOUNDARY LINE OF 23RD STREET

(19) SOUTH 86° 49′ 44″ WEST 216.15 FEET

TO THE TRUE POINT OF BEGINNING.

THE BEARINGS IN THE ABOVE DESCRIPTION ARE BASED UPON AN ASSUMED BEARING OF SOUTH 03° 10′ 16″ EAST ALONG THE MONUMENT LINE OF THIRD STREET BETWEEN 22ND STREET AND 23RD STREET.

BEING A PORTION OF POTRERO NUEVO BLOCKS NO 443, 444, 463, 478, 489, 504, ALL OF POTRERO NUEVO BLOCK NO 464 AND PORTIONS OF MICHIGAN STREET, GEORGIA STREET, LOUISIANA STREET, MARYLAND STREET, DELAWARE STREET AND HUMBOLDT STREET AS SAID STREETS EXISTED PRIOR TO THE CLOSURE THEREOF.

SAID PARCEL A IS PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 24, 2015, AS INSTRUMENT NO. 2015-K180954-00, OF OFFICIAL RECORDS.

PARCEL A-1:
A NON-EXCLUSIVE EASEMENT TO RECONSTRUCT, REPLACE, REMOVE, MAINTAIN AND USE THE EXISTING WATER LINE WITH ASSOCIATED IMPROVEMENTS AS SET FORTH AND MORE PARTICULARLY DESCRIBED IN THAT CERTAIN GRANT DEED FROM PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION RECORDED APRIL 16, 1999 AS DOCUMENT NO. 99-G553141-00 OF OFFICIAL RECORDS, ACROSS THE FOLLOWING DESCRIBED LAND:

A PORTION OF THAT PARCEL OF LAND DESCRIBED AND DESIGNATED AS ASSESSOR'S BLOCK NO. 4175-LOT 5 ON EXHIBIT "B" OF THAT CERTAIN LOT LINE ADJUSTMENT RECORDED ON APRIL 15, 1999, IN BOOK H364 OF OFFICIAL RECORDS AT PAGE 337, AS DOCUMENT NO. 99-G551170-00, SAN FRANCISCO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

A STRIP OF LAND OF THE UNIFORM WIDTH OF 10.00 FEET EXTENDING FROM THE GENERAL EASTERLY BOUNDARY LINE OF SAID LOT 5 TO THE WESTERLY BOUNDARY LINE OF SAID LOT 5 AND LYING 5.00 FEET ON EACH SIDE OF AN EXISTING WATERLINE, APPROXIMATELY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY TERMINUS OF A COURSE AS SHOWN ON SAID LOT LINE ADJUSTMENT, WHICH COURSE HAS A BEARING OF NORTH 03° 10′ 16″ WEST AND A DISTANCE OF 121.47 FEET; THENCE ALONG SAID GENERAL EASTERLY BOUNDARY LINE OF SAID LOT 5 SOUTH 03° 10′ 16″ EAST 32.55 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE LEAVING SAID GENERAL EASTERLY BOUNDARY LINE, SOUTH 84° 24′ 46″ WEST 10.87 FEET; THENCE SOUTH 03° 55′ 12″ EAST 54.92 FEET; THENCE SOUTH 85° 03′ 38″ WEST 32.40 FEET; THENCE SOUTH 02° 20′ 06″ EAST 26.95 FEET; THENCE SOUTH 87° 07′ 59″ WEST 295.21 FEET, MORE OR LESS TO THE WESTERLY BOUNDARY LINE OF SAID LOT 5, BEING THE POINT OF TERMINATION.

PARCEL A-2:
A NON-EXCLUSIVE EASEMENT FOR DRAINAGE, DISCHARGE, RETENTION AND /OR PERCOLATION OF STORM WATER RUNOFF FROM PARCEL A ABOVE DESCRIBED INTO THE STORM WATER SYSTEM LOCATED ON THE LAND DESCRIBED AND DESIGNATED AS ASSESSOR'S BLOCK NO. 4175-LOT 5 ON EXHIBIT "B" OF THAT CERTAIN LOT LINE ADJUSTMENT RECORDED ON APRIL 15, 1999, IN BOOK H364 OF OFFICIAL RECORDS AT PAGE 337, AS DOCUMENT NO. 99-G551170-00, SAN FRANCISCO COUNTY RECORDS, AS SET FORTH AND MORE PARTICULARLY DESCRIBED IN THAT CERTAIN GRANT DEED FROM PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION RECORDED APRIL 16, 1999 AS DOCUMENT NO. 99-G553141-00 OF OFFICIAL RECORDS.

PARCEL B:
BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF 23RD STREET WITH THE WESTERLY LINE OF LOUISIANA STREET, NOW CLOSED; AND RUNNING THENCE NORTHERLY ALONG THE WESTERLY LINE OF LOUISIANA STREET, 433 FEET TO THE CENTER LINE OF HUMBOLDT STREET, NOW CLOSED; THENCE AT RIGHT ANGLES EASTERLY, ALONG THE CENTER LINE OF HUMBOLDT STREET, 840 FEET TO THE WESTERLY LINE OF MASSACHUSETTS (WATERFRONT) STREET, NOW CLOSED; THENCE AT RIGHT ANGLES SOUTHERLY, ALONG THE WESTERLY LINE OF MASSACHUSETTS (WATERFRONT) STREET, 499 FEET TO THE SOUTHERLY LINE OF 23RD STREET, NOW CLOSED; THENCE AT RIGHT ANGLES WESTERLY, ALONG THE SOUTHERLY LINE OF 23RD STREET, 204.92 FEET TO THE EASTERLY LINE OF THE PARCEL OF LAND DESCRIBED AND DESIGNATED PARCEL 2 IN THE DEED FROM SPRECKELS REALIZATION COMPANY TO PACIFIC GAS AND ELECTRIC COMPANY, DATED DECEMBER 23, 1949 AND RECORDED IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, IN BOOK 5341 OF OFFICIAL RECORDS, AT PAGE 295; THENCE AT RIGHT ANGLES NORTHERLY, ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND DESIGNATED PARCEL 2, 25.67 FEET TO THE NORTHEAST CORNER OF SAID PARCEL OF LAND DESIGNATED PARCEL 2; THENCE AT RIGHT ANGLES WESTERLY, ALONG THE

NORTHERLY LINE OF SAID PARCEL OF LAND DESIGNATED PARCEL 2 AND THE NORTHERLY LINE OF THE PARCEL OF LAND DESCRIBED AND DESIGNATED PARCEL 1 IN SAID DEED, 180.08 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND DESIGNATED PARCEL 1; THENCE AT RIGHT ANGLES SOUTHERLY, ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND DESIGNATED PARCEL 1, 22.34 FEET; THENCE AT RIGHT ANGLES WESTERLY, PARALLEL WITH THE SOUTHERLY LINE OF 23RD STREET, 455 FEET TO THE WESTERLY LINE, EXTENDED SOUTHERLY, OF LOUISIANA STREET, NOW CLOSED; THENCE AT RIGHT ANGLES NORTHERLY, ALONG THE WESTERLY LINE OF LOUISIANA STREET, 62.67 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BEING ALL OF POTRERO NUEVO BLOCKS, 477, 490 AND 503, AND PORTIONS OF 23RD STREET, HUMBOLDT STREET, LOUISIANA STREET, MARYLAND STREET AND DELAWARE STREET, AS SAID STREETS EXISTED PRIOR TO THE VACATION THEREOF.

PARCEL C:
BEGINNING AT THE POINT FORMED BY THE INTERSECTION OF THE SOUTHERLY LINE OF 23RD STREET, NOW CLOSED, WITH THE WESTERLY LINE OF DELAWARE STREET, NOW CLOSED; AND RUNNING THENCE WESTERLY AND ALONG THE SOUTHERLY LINE OF SAID 23RD STREET 143 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 178 FEET; THENCE AT A RIGHT ANGLE EASTERLY 143 FEET TO THE WESTERLY LINE OF SAID DELAWARE STREET; AND THENCE AT A RIGHT ANGLE NORTHERLY AND ALONG THE WESTERLY LINE OF SAID DELAWARE STREET, 178 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF POTRERO NUEVO BLOCK NO. 491

EXCEPTING THEREFROM, ALL THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS ON THE WESTERLY LINE OF CLOSED DELAWARE STREET AND 30 FEET SOUTHERLY ALONG THE WESTERLY LINE OF SAID DELAWARE STREET, FROM THE INTERSECTION OF THE WESTERLY LINE OF SAID DELAWARE STREET, WITH THE SOUTHERLY LINE OF 23RD STREET, NOW CLOSED; RUNNING THENCE WESTERLY, PARALLEL TO AND 30 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF SAID 23RD STREET, A DISTANCE OF 105 FEET TO A POINT; THENCE AT A RIGHT ANGLE NORTHERLY FOR A DISTANCE OF 30 FEET TO THE SOUTHERLY LINE OF SAID 23RD STREET; THENCE AT A RIGHT ANGLE WESTERLY, ALONG THE SOUTHERLY LINE OF SAID 23RD STREET, FOR A DISTANCE OF 38 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 178 FEET; THENCE AT A RIGHT ANGLE EASTERLY 143 FEET TO THE WESTERLY LINE OF SAID DELAWARE STREET, NOW CLOSED; AND THENCE AT A RIGHT ANGLE NORTHERLY AND ALONG THE WESTERLY LINE OF SAID DELAWARE STREET, 148 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, ALL THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY BOUNDARY LINE OF DELAWARE STREET, NOW CLOSED, DISTANT THEREON 21.83 FEET SOUTHERLY FROM THE FORMER SOUTHERLY BOUNDARY LINE OF 23RD STREET, NOW CLOSED; AND RUNNING THENCE

SOUTHERLY ALONG THE WESTERLY BOUNDARY LINE OF SAID DELAWARE STREET, 8.17 FEET; THENCE AT A RIGHT ANGLE WESTERLY 105.00 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 8.17 FEET; THENCE AT A RIGHT ANGLE EASTERLY 105.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL D:
BEGINNING AT A POINT IN THE FORMER SOUTHERLY BOUNDARY LINE OF 23RD STREET, NOW CLOSED, DISTANT THEREON 19.92 FEET WESTERLY FROM THE WESTERLY BOUNDARY LINE OF DELAWARE STREET, NOW CLOSED; AND RUNNING THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY LINE OF SAID 23RD STREET 85.08 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 25.67 FEET; THENCE AT A RIGHT ANGLE EASTERLY 85.08 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 25.67 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BEING A PORTION OF POTRERO NUEVO BLOCK NO. 491

PARCEL E:
BEGINNING AT THE POINT MARKING THE INTERSECTION OF THE SOUTHERLY BOUNDARY LINE OF 23RD STREET, NOW CLOSED, WITH THE WESTERLY BOUNDARY LINE OF DELAWARE STREET, NOW CLOSED; AND RUNNING THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY LINE OF SAID DELAWARE STREET, 21.83 FEET; THENCE AT A RIGHT ANGLE EASTERLY 75.08 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 47.50 FEET; THENCE AT A RIGHT ANGLE WESTERLY 95.00 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 25.67 FEET TO A POINT IN THE SOUTHERLY BOUNDARY LINE OF SAID 23RD STREET; THENCE EASTERLY, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID 23RD STREET, 19.92 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BEING A PORTION OF 23RD STREET, AS SAID STREET EXISTED PRIOR TO THE CLOSURE THEREOF.

PARCEL F:
BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF HUMBOLDT STREET EXTENDED EASTERLY WITH THE WESTERLY BOUNDARY LINE OF WATERFRONT STREET AND RUNNING THENCE NORTH 4° 20' WEST, ALONG THE WESTERLY BOUNDARY LINE OF WATERFRONT STREET, 279.17 FEET, TO THE SOUTHERLY LINE OF THE LANDS OF THE U.S. NAVY; THENCE NORTH 85° 40' EAST, ALONG THE LAST MENTIONED BOUNDARY LINE, 1.00 FOOT; THENCE SOUTH 4° 20' EAST 279.17 FEET TO THE EASTERLY EXTENSION OF THE CENTER LINE OF HUMBOLDT STREET; THENCE SOUTH 85° 40' WEST, ALONG THE CENTER LINE OF HUMBOLDT STREET EXTENDED EASTERLY, 1.00 FOOT, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL G:
BEGINNING AT A POINT IN THE CENTER LINE OF HUMBOLDT STREET EXTENDED EASTERLY DISTANT THEREON NORTH 85° 40' EAST 1.00 FOOT FROM THE INTERSECTION OF THE EASTERLY EXTENSION OF HUMBOLDT STREET WITH THE WESTERLY BOUNDARY LINE OF WATERFRONT STREET AND RUNNING THENCE NORTH 85° 40' EAST, ALONG SAID EASTERLY EXTENSION OF HUMBOLDT STREET, 41.67 FEET; THENCE NORTH 4° 20' WEST 4.38 FEET; THENCE NORTH 84°32' EAST

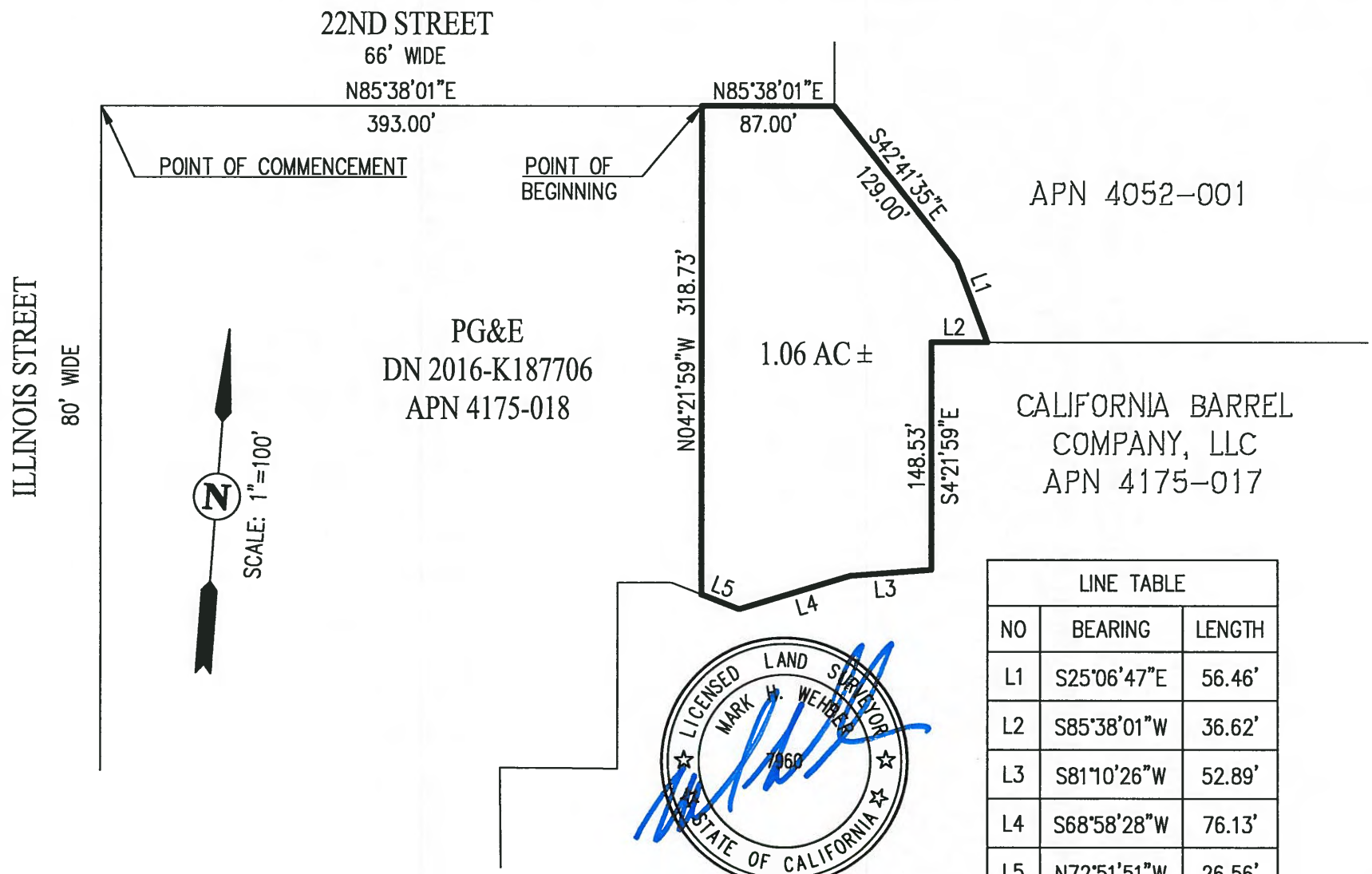
19.84 FEET; THENCE NORTH 5° 28' WEST 9.67 FEET; THENCE NORTH 87° 36' 10" WEST 32.76 FEET; THENCE NORTH 50° 02' 20" EAST 19.19 FEET; THENCE NORTH 85° 40' EAST 4.00 FEET; THENCE NORTH 4° 20' WEST, PARALLEL WITH THE WESTERLY BOUNDARY LINE OF WATERFRONT STREET 135.45 FEET; THENCE SOUTH 86° 59' 50" WEST 24.83 FEET; THENCE NORTH 4° 20' WEST 113.69 FEET TO THE SOUTHERLY BOUNDARY OF LANDS OF THE U.S. NAVY; THENCE SOUTH 85° 40' WEST, ALONG THE LAST MENTIONED BOUNDARY LINE, 23.57 FEET TO A POINT NORTH 85° 40' EAST 1.00 FOOT DISTANT FROM THE WESTERLY BOUNDARY LINE OF WATERFRONT STREET; THENCE SOUTH 4° 20' EAST, PARALLEL WITH THE WESTERLY BOUNDARY LINE OF WATERFRONT STREET, 279.17 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

S. Kyle Pack 10 JAN 2020
SABRINA KYLE PACK P.L.S.
L.S. NO. 8164

Exhibit A-2
PG&E Sub-Area Legal Description



LINE TABLE		
NO	BEARING	LENGTH
L1	S25°06'47"E	56.46'
L2	S85°38'01"W	36.62'
L3	S81°10'26"W	52.89'
L4	S68°58'28"W	76.13'
L5	N72°51'51"W	26.56'

EXHIBIT A-2

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

PORTION OF PG&E PARCEL (APN 4175-018)
POTRERO POWER STATION
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA
JULY 26, 2019

cbg
SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
WWW.CBANDG.COM
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

7/26/2019 10:28 AM

JOB NO. 2747-000

F:\2747-000\ACAD\SURVEY\PLATS\PLAT-005 PG&E PARCEL.DWG

JULY 26, 2019
JOB NO.: 2747-000

EXHIBIT A-2
PROPERTY DESCRIPTION
PORTION OF PG&E PROPERTY (APN 4175-018)
POTRERO POWER STATION
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

REAL PROPERTY, SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JANUARY 14, 2016, AS DOCUMENT NUMBER 2016-K187756 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERN CORNER OF SAID PARCEL OF LAND, SAID POINT BEING THE INTERSECTION OF THE SOUTHERN LINE OF 22ND STREET (66' WIDE) AND THE EASTERN LINE OF ILLINOIS STREET (80' WIDE);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHERN LINE OF SAID PARCEL OF LAND, NORTH 85°38'01" EAST (THE BEARING OF SAID NORTHERN LINE BEING TAKEN AS NORTH 85°38'01" EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 393.00 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID NORTHERN LINE, AND ALONG THE EASTERN LINE OF SAID PARCEL OF LAND, THE FOLLOWING EIGHT (8) COURSES:

1) NORTH 85°38'01" EAST 87.00 FEET,

2) SOUTH 42°41'35" EAST 129.00 FEET,

3) SOUTH 25°06'47" EAST 56.46 FEET,

4) SOUTH 85°38'01" WEST 36.62 FEET,

5) SOUTH 04°21'59" EAST 148.53 FEET,

6) SOUTH 81°10'26" WEST 52.89 FEET,

7) SOUTH 68°58'28" WEST 76.13 FEET, AND

8) NORTH 72°51'51" WEST 26.56 FEET;

JULY 26, 2019
JOB NO.: 2747-000

THENCE, LEAVING SAID EASTERN LINE, NORTH 04°21'59" WEST 318.73 FEET TO SAID POINT OF BEGINNING.

CONTAINING 1.06 ACRES OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

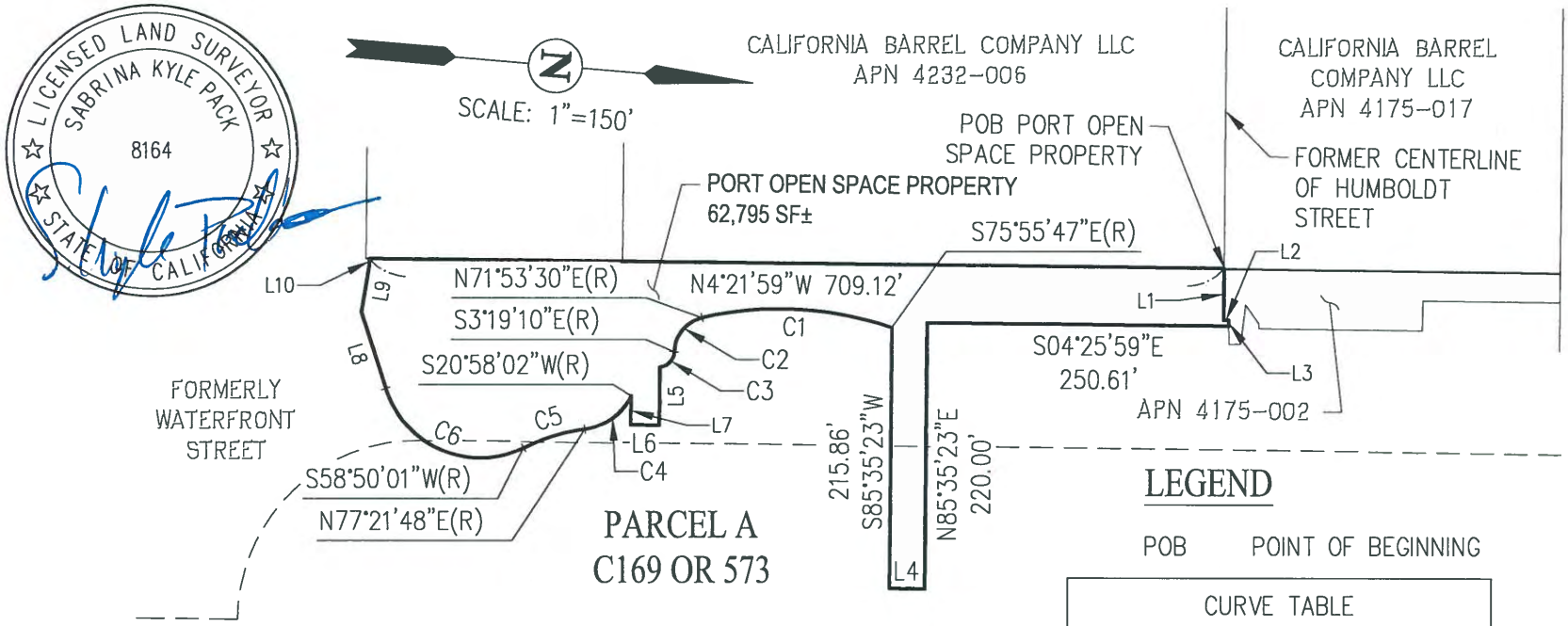
END OF DESCRIPTION

7/26/19

MARK H. WEHBER P.L.S.
L.S. NO. 7960

LICENSED LAND SURVEYOR
MARK H. WEHBER
No. 7960
STATE OF CALIFORNIA

Exhibit A-3
Port Open Space Legal Description



LEGEND

POB POINT OF BEGINNING

LINE TABLE		
NO	BEARING	LENGTH
L1	N85°38'01"E	42.67'
L2	N04°21'59"W	4.38'
L3	N84°30'01"E	5.00'
L4	S04°24'37"E	29.17'
L5	N85°38'02"E	48.15'

LINE TABLE		
NO	BEARING	LENGTH
L6	S04°20'07"E	23.54'
L7	S85°38'03"W	24.16'
L8	S67°30'28"W	66.81'
L9	N85°19'01"W	38.54'
L10	S85°38'01"W	5.82'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	284.00'	32°10'43"	159.50'
C2	30.00'	75°12'40"	39.38'
C3	13.00'	83°52'35"	19.03'
C4	50.00'	56°23'46"	49.22'
C5	165.00'	18°31'47"	53.36'
C6	82.00'	98°40'27"	141.22'

EXHIBIT A-5

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

PORT OPEN SPACE PROPERTY
POTRERO SITE
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA
SEPTEMBER 20, 2019

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JOB NO. 2747-000

F:\2747-000\ACAD\SURVEY\PLATS\PLAT-004 PORT PARCELS.DWG

SEPTEMBER 20, 2019
JOB NO.: 2747-000

EXHIBIT A-5
PROPERTY DESCRIPTION
PORT OPEN SPACE PROPERTY
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

REAL PROPERTY, SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL A, AS SAID PARCEL A IS DESCRIBED IN THAT CERTAIN GRANT DEED TO THE CITY AND COUNTY OF SAN FRANCISCO, RECORDED MAY 14, 1976, IN BOOK C169 OF OFFICIAL RECORDS AT PAGE 573, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE BOUNDARY LINE OF SAID PARCEL A, SAID POINT BEING THE WESTERN TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "140. … S. 85° 40′ W 1.0 FOOT", SAID POINT BEING THE INTERSECTION OF THE CENTERLINE OF FORMER HUMBOLDT STREET (66 FEET WIDE) WITH THE WESTERN LINE OF WATERFRONT STREET (WIDTH VARIES);

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID BOUNDARY LINE OF PARCEL A, THE FOLLOWING THREE (3) COURSES:

1) NORTH 85°38'01" EAST (THE BEARING OF SAID BOUNDARY LINE BEING TAKEN AS NORTH 85°38'01" EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 42.67 FEET,

2) NORTH 04°21'59" WEST 4.38 FEET, AND

3) NORTH 84°30'01" EAST 5.00 FEET;

THENCE, LEAVING SAID BOUNDARY LINE OF PARCEL A, SOUTH 04°25'59" EAST 250.61 FEET;

THENCE, NORTH 85°35'23" EAST 220.00 FEET;

THENCE, SOUTH 04°24'37" EAST 29.17 FEET;

THENCE, SOUTH 85°35'23" WEST 215.86 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 284.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 75°55'47" EAST, THROUGH A CENTRAL ANGLE OF 32°10'43", AN ARC DISTANCE OF 159.50 FEET;

THENCE, ALONG THE ARC OF A COMPOUND 30.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 71°53'30" EAST, THROUGH A CENTRAL ANGLE OF 75°12'40", AN ARC DISTANCE OF 39.38 FEET;

THENCE, ALONG THE ARC OF A REVERSE 13.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 03°19'10" EAST, THROUGH A CENTRAL ANGLE OF 83°52'35", AN ARC DISTANCE OF 19.03 FEET;

THENCE, NORTH 85°38'02" EAST 48.15 FEET;

THENCE, SOUTH 04°20'07" EAST 23.54 FEET;

THENCE, SOUTH 85°38'03" WEST 24.16 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 50.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 20°58'02" WEST, THROUGH A CENTRAL ANGLE OF 56°23'46", AN ARC DISTANCE OF 49.22 FEET;

THENCE, ALONG THE ARC OF A REVERSE 165.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 77°21'48" EAST, THROUGH A CENTRAL ANGLE OF 18°31'47", AN ARC DISTANCE OF 53.36 FEET;

THENCE, ALONG THE ARC OF A REVERSE 82.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 58°50'01" WEST, THROUGH A CENTRAL ANGLE OF 98°40'27", AN ARC DISTANCE OF 141.22 FEET;

THENCE, SOUTH 67°30'28" WEST 66.81 FEET;

THENCE, NORTH 85°19'01" WEST 38.54 FEET;

THENCE, SOUTH 85°38'01" WEST 5.82 FEET TO A POINT ON SAID BOUNDARY LINE OF PARCEL A;

THENCE, ALONG SAID BOUNDARY LINE OF PARCEL A, NORTH 04°21'59" WEST 709.12 FEET TO SAID POINT OF BEGINNING.

CONTAINING 62,795 SQUARE FEET OF LAND, MORE OR LESS.

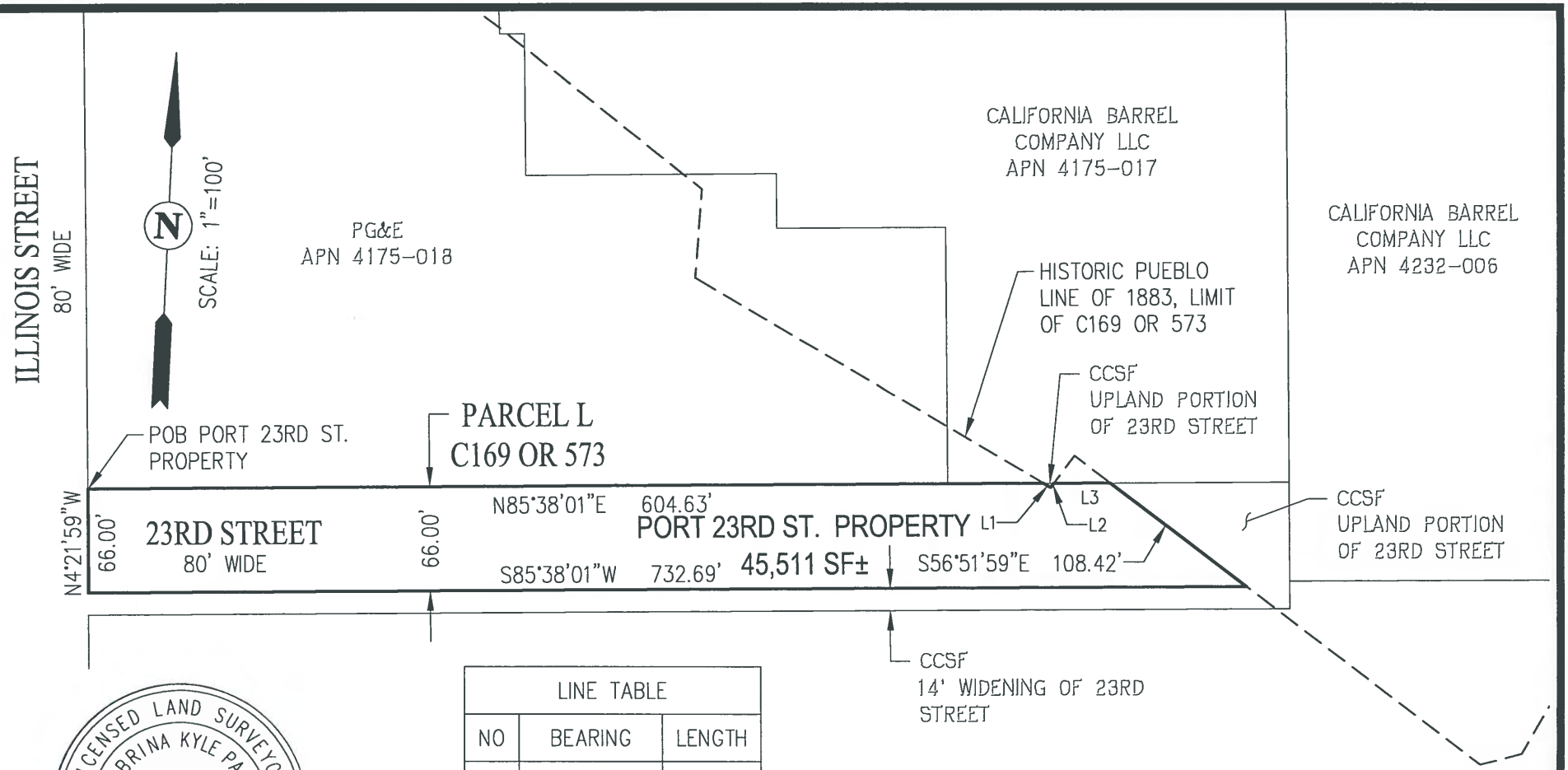
ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE, MADE A PART HEREOF.

END OF DESCRIPTION

LICENSED LAND SURVEYOR
SABRINA KYLE PACK
No. 8164
STATE OF CALIFORNIA

SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

Exhibit A-4
Port 23rd St. Property Legal Description



LINE TABLE		
NO	BEARING	LENGTH
L1	S63°36'59"E	5.08'
L2	N33°08'01"E	3.27'
L3	N85°38'01"E	35.69'

LICENSED LAND SURVEYOR
SABRINA KYLE PACK
8164
STATE OF CALIFORNIA

LEGEND

POB POINT OF BEGINNING

EXHIBIT A-4

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

PORT 23RD ST. PROPERTY
POTRERO SITE
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA
SEPTEMBER 20, 2019

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SEPTEMBER 20, 2019
JOB NO.: 2747-000

EXHIBIT A-4
PROPERTY DESCRIPTION
PORT 23RD ST. PROPERTY
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

REAL PROPERTY, SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL L, AS SAID PARCEL L IS DESCRIBED IN THAT CERTAIN GRANT DEED TO THE CITY AND COUNTY OF SAN FRANCISCO, RECORDED MAY 14, 1976, IN BOOK C169 OF OFFICIAL RECORDS AT PAGE 573, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE BOUNDARY LINE OF SAID PARCEL L, SAID POINT BEING THE NORTHEASTERN CORNER OF 23RD STREET (FORMERLY NEVADA STREET, FORMERLY 66 FEET WIDE), AND ILLINOIS STREET (80 FEET WIDE);

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID BOUNDARY LINE OF PARCEL L, THE FOLLOWING SIX (6) COURSES:

1) ALONG THE NORTHERN LINE OF SAID 23RD STREET, NORTH 85°38'01" EAST (THE BEARING OF SAID NORTHERN LINE BEING TAKEN AS NORTH 85°38'01" EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 604.63 FEET TO A POINT ON THE BOUNDARY LINE OF THE PUEBLO OF SAN FRANCISCO AS SURVEYED BY F. VON LEICHT, U.S. DEPUTY SURVEYOR, IN DECEMBER 1883 AND SHOWN ON "PLAT OF THE PUEBLO LANDS OF SAN FRANCISCO FINALLY CONFIRMED TO THE CITY AND COUNTY OF SAN FRANCISCO", APPROVED MAY 15, 1884;

2) ALONG SAID PUEBLO LINE, THE FOLLOWING TWO (2) COURSES: SOUTH 63°36'59" EAST 5.08 FEET AND

3) NORTH 33°08'01" EAST 3.27 FEET TO SAID NORTHERN LINE OF SAID 23RD STREET,

4) ALONG SAID NORTHERN LINE OF 23RD STREET, NORTH 85°38'01" EAST 35.69 FEET TO A POINT ON SAID PUEBLO LINE,

5) ALONG SAID PUEBLO LINE, SOUTH 56°51'59" EAST 108.42 FEET TO A POINT ON THE SOUTHERN LINE OF SAID 23RD STREET (FORMERLY 66 WIDE), AND

6) ALONG SAID SOUTHERN LINE, SOUTH 85°38'01" WEST 732.69 FEET TO THE EASTERN LINE OF SAID ILLINOIS STREET (80 FEET WIDE);

SEPTEMBER 20, 2019
JOB NO.: 2747-000

THENCE, LEAVING SAID BOUNDARY LINE OF PARCEL F (C169 OR 573), ALONG SAID EASTERN LINE OF ILLINOIS STREET (80 FEET WIDE), NORTH 04°21'59" WEST 66.00 FEET TO SAID POINT OF BEGINNING.

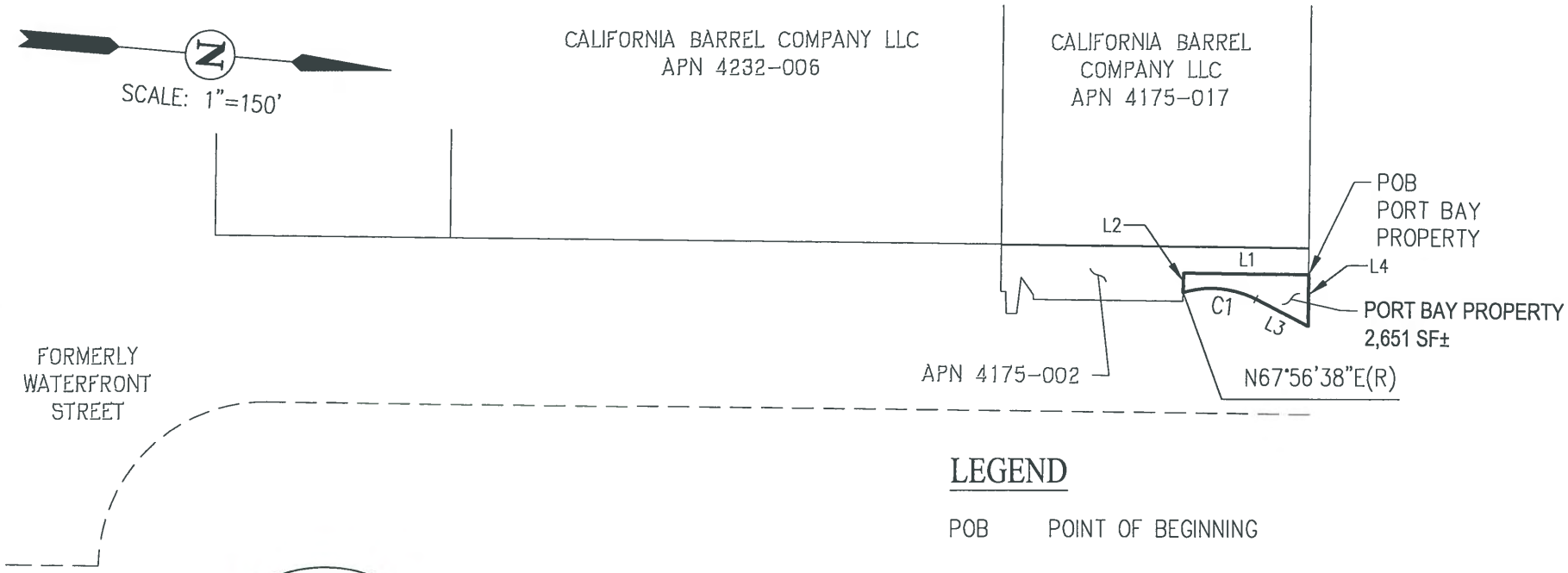
CONTAINING 45,511 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE, MADE A PART HEREOF.

END OF DESCRIPTION

SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

Exhibit A-5
Port Bay Property Legal Description



LEGEND

POB POINT OF BEGINNING

LINE TABLE		
NO	BEARING	LENGTH
L1	S04°21'59"E	113.51'
L2	N86°57'51"E	17.19'
L3	N22°09'26"E	53.51'
L4	S85°38'01"W	46.18'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	88.00'	44°12'48"	67.91'

EXHIBIT A-5

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

PORT BAY PROPERTY
POTRERO SITE
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA
SEPTEMBER 20, 2019

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SEPTEMBER 20, 2019
JOB NO.: 2747-000

EXHIBIT A-5
PROPERTY DESCRIPTION
PORT BAY PROPERTY
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

REAL PROPERTY, SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL A, AS SAID PARCEL A IS DESCRIBED IN THAT CERTAIN GRANT DEED TO THE CITY AND COUNTY OF SAN FRANCISCO, RECORDED MAY 14, 1976, IN BOOK C169 OF OFFICIAL RECORDS AT PAGE 573, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE BOUNDARY LINE OF SAID PARCEL A, SAID POINT BEING THE NORTHERN TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "130. S. 04°20′ E., 113.69 FEET";

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID BOUNDARY LINE OF PARCEL A, THE FOLLOWING TWO (2) COURSES:

1) SOUTH 04°21'59" EAST (THE BEARING OF SAID BOUNDARY LINE BEING TAKEN AS SOUTH 04°21'59" EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 113.51 FEET, AND

2) NORTH 86°57'51" EAST 17.19 FEET;

THENCE, LEAVING SAID BOUNDARY LINE OF PARCEL A, ALONG THE ARC OF A NON-TANGENT 88.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 67°56'38" EAST, THROUGH A CENTRAL ANGLE OF 44°12'48", AN ARC DISTANCE OF 67.91 FEET;

THENCE, NORTH 22°09'26" EAST 53.51 FEET;

THENCE, SOUTH 85°38'01" WEST 46.18 FEET TO SAID POINT OF BEGINNING.

CONTAINING 2,651 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE, MADE A PART HEREOF.

LICENSED LAND SURVEYOR
SABRINA KYLE PACK
No. 8164
STATE OF CALIFORNIA

END OF DESCRIPTION

S. Kyle Pack

SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

Exhibit A-6
Port Craig Lane Property Legal Description

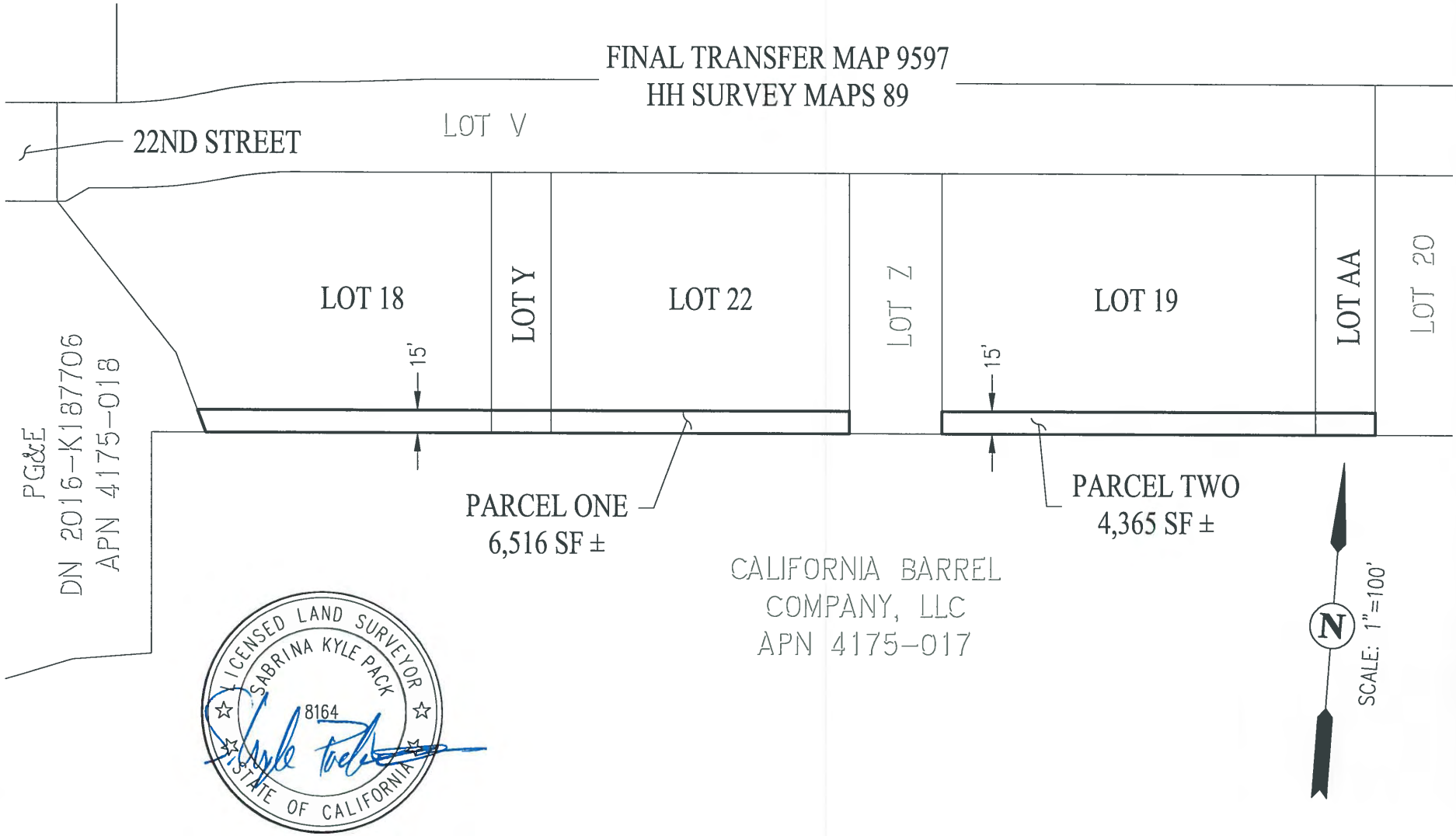

EXHIBIT A-6

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

LEASE AREA - PORT CRAIG LANE
LOTS 18, 19, 22, Y AND AA, FINAL TRANSFER MAP 9597 (HH SURVEY MAPS 89)
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

JULY 29, 2019

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F:\2747-000\ACAD\SURVEY\PLATS\PLAT-006 CRAIG LANE SAN FRANCISCO PORT PARCEL.DWG

JULY 29, 2019
JOB NO.: 2747-000

EXHIBIT A-6
PROPERTY DESCRIPTION
LEASE AREA - PORT CRAIG LANE
LOTS 18, 19, 22, Y AND AA, FINAL TRANSFER MAP 9597 (HH SURVEY MAPS 89)
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

REAL PROPERTY, SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, COMPRISED OF TWO (2) PARCELS, DESCRIBED AS FOLLOWS:

PARCEL ONE

BEING A PORTION OF LOTS 18, 22, AND LOT Y, AS SAID LOTS ARE SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL TRANSFER MAP 9597, RECORDED FEBRUARY 7, 2019, IN BOOK HH OF SURVEY MAPS, AT PAGE 89, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THE SOUTHERN FIFTEEN (15) FEET OF SAID LOTS.

CONTAINING 6,516 SQUARE FEET OF LAND, MORE OR LESS.

PARCEL TWO

BEING A PORTION OF LOT 19 AND LOT AA, AS SAID LOTS ARE SHOWN AND SO DESIGNATED ON SAID FINAL TRANSFER MAP 9597 (HH SURVEY MAPS 89), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THE SOUTHERN FIFTEEN (15) FEET OF SAID LOTS.

CONTAINING 4,365 SQUARE FEET OF LAND, MORE OR LESS.

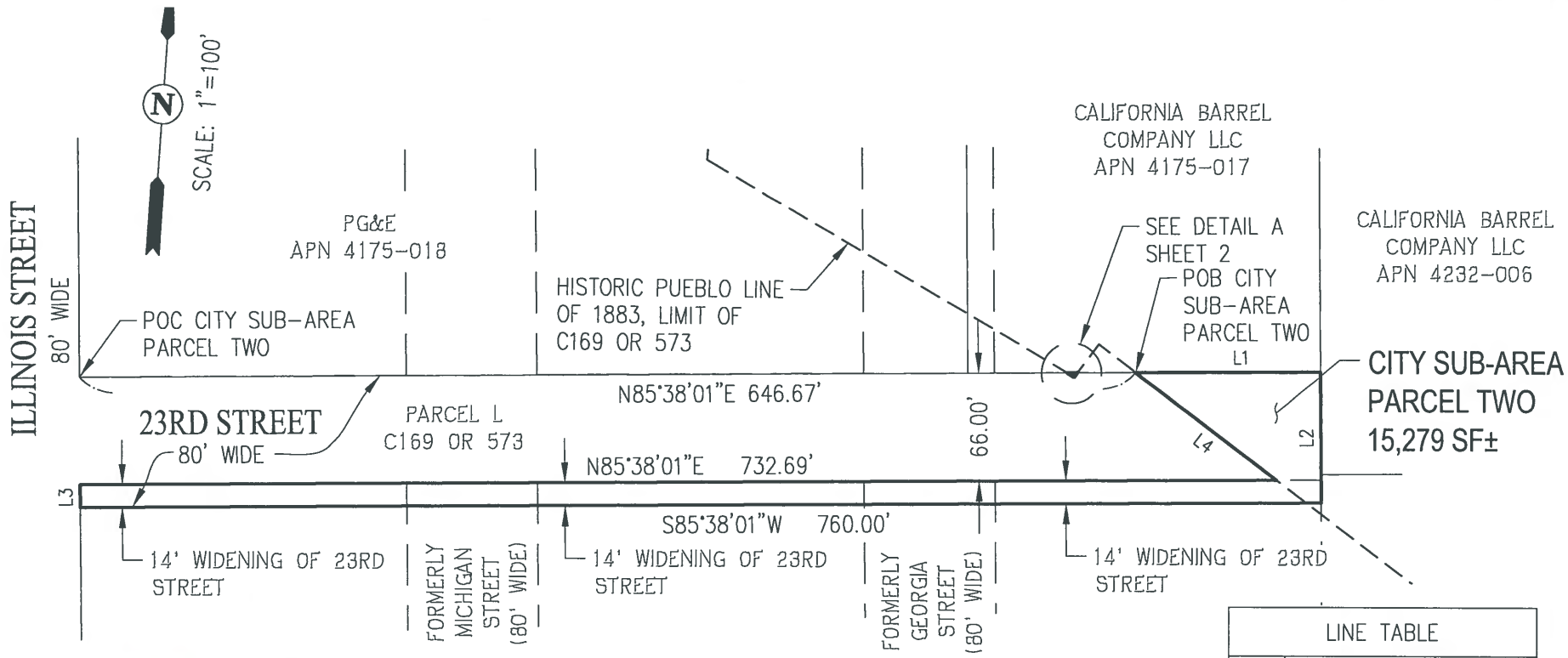
ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

S. Kyle Pack

SABRINA KYLE PACK P.L.S.
L.S. NO. 8164

Exhibit A-7
City Sub-Area Legal Description



LINE TABLE		
NO	BEARING	LENGTH
L1	N85°38'01"E	113.32'
L2	S04°21'59"E	80.00'
L3	N04°21'59"W	14.00'
L4	N56°51'59"W	108.42'

LICENSED LAND SURVEYOR
SABRINA KYLE PACK
8164
STATE OF CALIFORNIA

LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

EXHIBIT A-7

SHEET 1 OF 2

PLAT TO ACCOMPANY LEGAL DESCRIPTION

CITY SUB-AREA PROPERTY
POTRERO SITE
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA
SEPTEMBER 20, 2019

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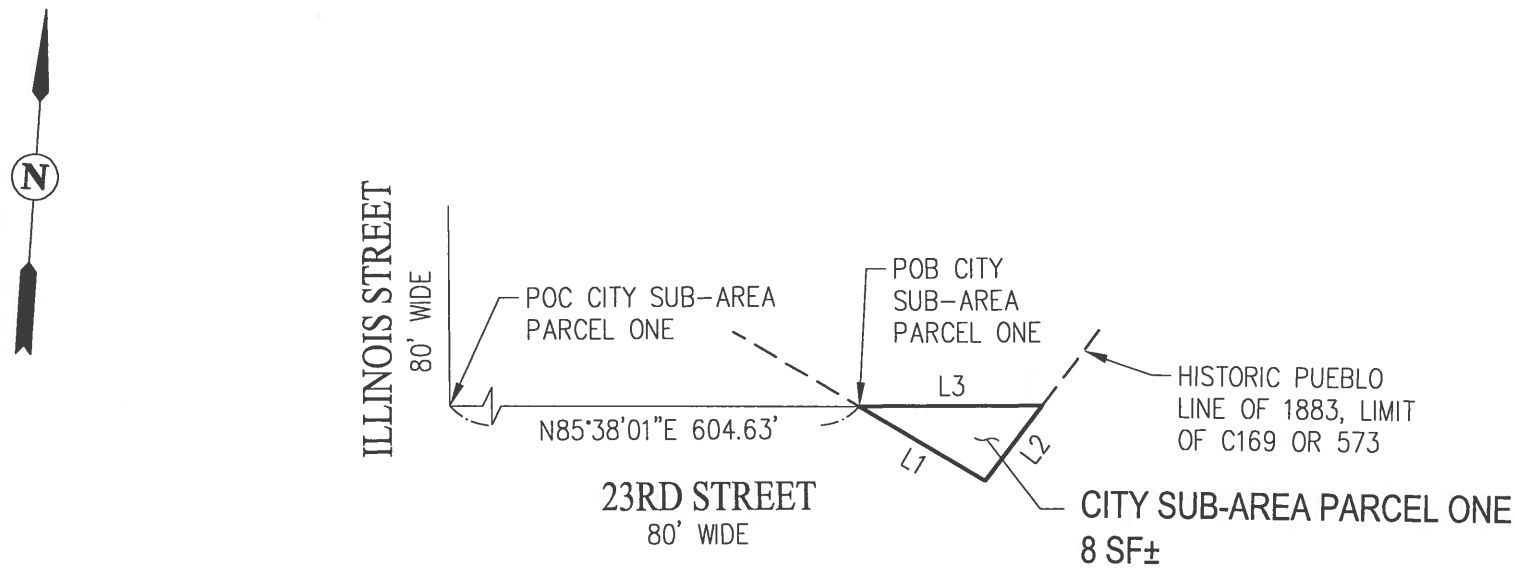
JOB NO. 2747-000

F:\2747-000\ACAD\SURVEY\PLATS\PLAT-003 CITY PARCEL.DWG



DETAIL A
NOT TO SCALE

LINE TABLE		
NO	BEARING	LENGTH
L1	S63°36'59"E	5.08'
L2	N33°08'01"E	3.27'
L3	S85°38'01"W	6.35'

LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

EXHIBIT A-7

SHEET 2 OF 2

PLAT TO ACCOMPANY LEGAL DESCRIPTION

CITY SUB-AREA PROPERTY
POTRERO SITE
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA
SEPTEMBER 20, 2019

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SEPTEMBER 20, 2019
JOB NO.: 2747-000

EXHIBIT A-7

PROPERTY DESCRIPTION
CITY SUB-AREA PROPERTY
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

REAL PROPERTY, SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, COMPRISED OF TWO (2) PARCELS, DESCRIBED AS FOLLOWS:

CITY SUB-AREA PARCEL ONE

BEING A PORTION OF 23RD STREET (FORMERLY NEVADA STREET, 80 FEET WIDE), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERN CORNER OF SAID 23RD STREET AND ILLINOIS STREET (80 FEET WIDE);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHERN LINE OF SAID 23RD STREET, NORTH 85°38'01" EAST (THE BEARING OF SAID NORTHERN LINE BEING TAKEN AS NORTH 85°38'01" EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 604.63 FEET TO A POINT ON THE BOUNDARY LINE OF THE PUEBLO OF SAN FRANCISCO AS SURVEYED BY F. VON LEICHT, U.S. DEPUTY SURVEYOR, IN DECEMBER 1883 AND SHOWN ON "PLAT OF THE PUEBLO LANDS OF SAN FRANCISCO FINALLY CONFIRMED TO THE CITY AND COUNTY OF SAN FRANCISCO", APPROVED MAY 15, 1884, SAID POINT BEING THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID PUEBLO LINE, THE FOLLOWING TWO (2) COURSES:

1) SOUTH 63°36'59" EAST 5.08 FEET AND

2) NORTH 33°08'01" EAST 3.27 FEET TO SAID NORTHERN LINE OF SAID 23RD STREET;

THENCE, ALONG SAID NORTHERN LINE OF 23RD STREET, SOUTH 85°38'01" WEST 6.35 FEET TO SAID POINT OF BEGINNING.

CONTAINING 8 SQUARE FEET OF LAND, MORE OR LESS.

CITY SUB-AREA PARCEL TWO

BEING A PORTION OF SAID 23RD STREET (FORMERLY NEVADA STREET, FORMERLY 66 FEET WIDE), A PORTION OF THE 14 FOOT WIDENING OF 23RD STREET, AS SHOWN ON THE MAP ENTITLED "MAP SHOWING THE WIDENING OF TWENTY-THIRD STREET FROM THIRD STREET TO ITS EASTERLY TERMINATION", FILED ON JULY 22, 1927, IN BOOK L OF MAPS, AT PAGE 34, IN SAID OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, AND BEING A PORTION

OF MICHIGAN STREET (80 FEET WIDE) AND GEORGIA STREET (80 FEET WIDE), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERN CORNER OF SAID 23RD STREET (FORMERLY 66 FEET WIDE) AND ILLINOIS STREET (80 FEET WIDE);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHERN LINE OF SAID 23RD STREET, NORTH 85°38'01" EAST (THE BEARING OF SAID NORTHERN LINE BEING TAKEN AS NORTH 85°38'01" EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 646.67 FEET TO A POINT ON SAID PUEBLO LINE, SAID POINT BEING THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID NORTHERN LINE OF 23RD STREET, NORTH 85°38'01" EAST 113.32 FEET TO THE WESTERN LINE OF FORMER LOUISIANA STREET (80 FEET WIDE);

THENCE, ALONG SAID WESTERN LINE, SOUTH 04°21'59" EAST 80.00 FEET TO THE SOUTHERN LINE OF SAID 14 FOOT WIDENING OF 23RD STREET;

THENCE, ALONG SAID SOUTHERN LINE, AND ITS CONNECTING PROLONGATIONS, SOUTH 85°38'01" WEST 760.00 FEET TO THE EASTERN LINE OF SAID ILLINOIS STREET (80 FEET WIDE);

THENCE, ALONG SAID EASTERN LINE, NORTH 04°21'59" WEST 14.00 FEET TO THE NORTHERN LINE OF SAID 14 FOOT WIDENING OF 23RD STREET;

THENCE, ALONG SAID NORTHERN LINE, AND IT'S CONNECTING PROLONGATIONS, NORTH 85°38'01" EAST 732.69 FEET TO A POINT ON SAID PUEBLO LINE;

THENCE, ALONG SAID PUEBLO LINE, NORTH 56°51'59" WEST 108.42 FEET TO SAID POINT OF BEGINNING.

CONTAINING 15,279 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE, MADE A PART HEREOF.

END OF DESCRIPTION

SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

Exhibit B
List of Initial Approvals

A. Final approval actions by the City and County of San Francisco Board of Supervisors for the Potrero Power Station Mixed-Use Project

1. Ordinance [_____] (File No. 200040): (1) Approving a Development Agreement between the City and County of San Francisco and California Barrel Company LLC; (2) waiving or modifying certain provisions of the Administrative Code, Planning Code, Subdivision Code, and Zoning Map; and (3) adopting findings under the California Environmental Quality Act, public trust findings, and findings of consistency with the General Plan and Planning Code priority policies.

2. Ordinance [_____] (File No. 200039): Amending the Planning Code and the Zoning Maps to establish the Power Station Special Use District and Height and Bulk districts.

3. Ordinance [_____] (File No. 200174): Amending the General Plan to conform the General Plan with the Potrero Power Station Special Use District.

B. Final and Related Approval Actions of City and County of San Francisco Port Commission (referenced by Resolution number "R No.")

1. R No. 20-12: (1) Consent to Development Agreement; (2) approval of a ground lease with Developer and Port for public parks and open space and publicly accessible ways; (3) delegation of authority to Port's Executive Director to enter into one or more Memoranda of Understandings with various City agencies, including the San Francisco Public Utilities Commission, the San Francisco Public Works Department and the Department of Building Inspection, relating to each agency's role and responsibility; and (4) adoption of environmental findings, including a mitigation monitoring and reporting program and a statement of overriding considerations, pursuant to the California Environmental Quality Act..

C. Final and Related Approval Actions of City and County of San Francisco Planning Commission (referenced by Motion Number "M No." or Resolution Number "R No.")

1. M No. 20635: Certifying the Final Environmental Impact Report for the Potrero Power Station Mixed-Use Development Project.

2. M No. 20636: Adopting Findings and Statement of Overriding Considerations under the California Environmental Quality Act.

3. R No. 20637: Recommending to the Board of Supervisors approval of the General Plan Amendments to conform the General Plan to the Potrero Power Station Special Use District.

4. R No. 20640: Recommending to the Board of Supervisors approval of a Development Agreement between the City and California Barrel Company LLC

5. R No. 20639: Recommending to the Board of Supervisors approval of amendments to the Planning Code and Zoning Map amendments to establish the Power Station Special Use District and Height and Bulk districts.

6. M No. 20638: Approving the Potrero Power Station Design for Development.

D. Final and Related Approval Actions of Other City and County of San Francisco Boards, Commissions, and Departments:

1. San Francisco Municipal Transportation Agency Resolution Number [_____] consenting to a Development Agreement between the City and California Barrel Company LLC, including the Infrastructure Plan.

2. San Francisco Public Utilities Commission Resolution Number [_____] consenting to a Development Agreement between the City and California Barrel Company LLC, including the Infrastructure Plan.

3. San Francisco Public Utilities Commission Resolution Number 18-0069 approving the water supply assessment for the Potrero Power Station Project.

Exhibit C
Financing Plan

TO BE PROVIDED

Exhibit D
Housing Plan

Exhibit D
Housing Plan

I. SUMMARY

This Housing Plan is designed to ensure that thirty percent (30%) of the Residential Units produced by the Project are affordable housing units. The 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 Housing Plan by paying the Power Station Affordable Housing In-Lieu Fee. 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.

This Housing Plan requires that Phase 1 include affordable units built on-site, either by construction of Inclusionary Units or by 100% Affordable Units located on the Project Site.

This Housing Plan requires an amount of affordable housing that meets or exceeds other recent nearby projects but is notable for doing so without public financing or subsidy. The Potrero Power Station must rely on revenues from office uses constructed by the project to finance the affordable housing requirements of this plan. Accordingly, if approval of "Prop M" office allocations for the Project's office uses does not occur or is delayed, construction of the Project's affordable and market rate housing units may also be delayed.

This Housing Plan establishes maximum affordability levels for Inclusionary Units and 100% Affordable Units that are consistent with those currently required by Planning Code section 415. Upon full build out of the Project Site (1) the rent for Inclusionary Rental Units and 100% Affordable Units, when combined, must not exceed, on average, a rate that is affordable to Households earning no more than seventy-two percent (72%) of AMI, and (2) the sales price for Inclusionary For-Sale Units and 100% Affordable Units, when combined, must not exceed, on average, a rate that is affordable to Households earning ninety-nine percent (99%) of AMI.

II. DEFINITIONS

The following terms in this Housing Plan have the meanings given to them below. Initially capitalized and other terms not listed below are defined in the Development Agreement. All references to the Development Agreement include this Housing Plan.

"**Affordable Housing Conveyance Agreement**" is defined in Section IV(B).

"**Affordable Housing Developer**" means any qualified developer selected by Developer to develop a 100% Affordable Housing Parcel.

"Affordable Housing Proportionality Event" is defined in Section VII(B).

"**AMI**" or "**Area Median Income**" when used in reference to Inclusionary Units and 100% Affordable Units means the current unadjusted median income for the San Francisco area as published by HUD, adjusted solely for Household Size. If HUD ceases to publish the AMI data

for San Francisco for eighteen (18) months or more, MOHCD and Developer will make good faith efforts to agree on other publicly available and credible substitute data for AMI.

"**Deferral Surcharge**" is defined in Section VI(D).

"**Developer's Election**" is defined in Section III(A)(2).

"**Developer's Proportionality Election**" is defined in Section VII(D).

"**Development Parcel**" means a parcel described on a Subdivision Map on which a Building will be constructed or rehabilitated.

"**Excusable Delay**" is defined in Section VII(D).

"**Final Affordable Percentage**" is defined in Section III(A)(1).

"**Final Completion of all Residential Projects**" means the date that a First Certificate of Occupancy has been issued for all Residential Units permitted to be developed on the Project Site under the Development Agreement.

"**First Certificate of Occupancy**" shall mean the first certificate of occupancy (such as a temporary certificate of occupancy) issued by DBI for a portion of the building that contains residential units or leasable commercial space. A First Certificate of Occupancy shall not mean a certificate of occupancy issued for that portion of the residential or commercial building dedicated to a sales office or other marketing office for residential units or leasable commercial space.

"**Final Completion Requirements**" are defined in Section III(A)(1).

"**First Construction Document**" means the first building permit, or first addendum to a site permit, for a Building that authorizes its construction to begin, but expressly excludes any construction permit for site preparation (*e.g.,* demolition or relocation of existing structures, excavation and removal of contaminated soils, fill, grading, soil compaction and stabilization, and construction fencing and other security measures).

"**For-Rent**" or "**Rental Unit**" means a Residential Unit that is not a For-Sale Unit.

"**For-Sale**" or "**For-Sale Unit**" means a Residential Unit that is offered for sale, e.g., as a condominium, for individual unit ownership, and then is sold to an individual or Household.

"**Household**" means one or more related or unrelated individuals who live together in a Residential Unit as their primary dwelling.

"**Household Size**" means the number of persons in a Household occupying a Residential Unit as calculated under the MOHCD Manual.

"**Housing Cost**" means (a) with respect to a Rental Unit, a monthly rental charge (including the Utility Allowance applicable to the Household Size of such Rental Unit but excluding parking charges) that does not exceed thirty percent (30%) of the annual gross income of a household

earning the maximum AMI percentage permitted for the applicable type of Residential Unit, based upon Household Size; and (b) with respect to a For-Sale Unit, a purchase price determined in accordance with the MOHCD Manual.

"**HUD**" means the United States Department of Housing and Urban Development, or any successor agency.

"**In-Lieu Fee Credit**" is defined in Section VI(C).

"**Inclusionary For-Sale Unit**" means an Inclusionary Unit that is a For-Sale Unit.

"**Inclusionary Rental Unit**" means an Inclusionary Unit that is a Rental Unit.

"**Inclusionary Unit**" means a Residential Unit constructed in a Market-Rate Project, restricted to a Housing Cost under this Housing Plan.

"**Inclusionary Unit Credit**" is defined in Section V(C).

"**Interim Requirements**" is defined in Section III(A)(2).

"**Marketing and Operations Guidelines**" is defined in Section V(E)(1).

"**Market-Rate For-Sale Project**" means a Market-Rate Project containing For-Sale Units.

"**Market-Rate Parcel**" means a Development Parcel on the Project Site, other than a 100% Affordable Housing Parcel, on which development of residential uses is permitted.

"**Market-Rate Project**" means a Building that contains Market-Rate Units, and potentially Inclusionary Units, and may contain other uses permitted under the SUD.

"**Market-Rate Rental Project**" means a Market-Rate Project containing Rental Units.

"**Market-Rate Unit**" means any Residential Unit constructed within the Project Site that is not restricted to a Housing Cost.

"**Minimum 100% Affordable Unit**" is defined in Section IV(B).

"**MOHCD Manual**" means the San Francisco Affordable Housing Monitoring Procedures Manual, as published by the Mayor's Office of Housing and as updated from time to time, except for any updates or changes that conflict with the requirements of the Development Agreement.

"**New Proportionality Requirement**" is defined in Section VIII.

"**Notice of Special Restrictions**" means a recorded document encumbering a Market-Rate Parcel or a 100% Affordable Housing Parcel as specified in this Housing Plan.

"**100% Affordable Housing Parcel**" means a Development Parcel that Developer elects to convey to Affordable Housing Developer for construction of a 100% Affordable Housing Project.

"**100% Affordable Housing Project**" means a Building constructed on a 100% Affordable Housing Parcel in which all of the Residential Units are 100% Affordable Units, with the exception of the manager's unit. The inclusion of associated and ancillary uses, such as ground floor retail, child care, social services, parking, or other tenant- serving uses will not affect the designation of the building as a 100% Affordable Housing Project.

"**100% Affordable Parcel Infrastructure**" is defined in Section IV(B).

"**100% Affordable Unit**" means a Residential Unit that is restricted to a Housing Cost and is located within a 100% Affordable Housing Project.

"**100% Affordable Unit Credit**" is defined in Section IV(C).

"**Parking Charge**" means the charge for a Parking Space that is accessory to one or more residential uses on the Project Site.

"**Power Station Affordable Housing In-Lieu Fee**" is defined in Section VI(A).

"**Power Station Proportionality In-Lieu Fee**" is defined in Section VII(D)(1).

"**Proportionality Requirement**" is defined in Section VII(C).

"**Residential Unit**" is a room or suite of two or more rooms designed for residential occupancy for thirty-two (32) consecutive days or more, including provisions for sleeping, eating and sanitation, for not more than one family. Residential Units are Dwelling Units and Group Housing Units as defined by the Planning Code as of the Effective Date.

"**Section 415**" means the City's Inclusionary Affordable Housing Program as of the Effective Date (Planning Code sections 415 and 415.1 through 415.11).

"**Substantially Complete" or "Substantially Completed**" means, with respect to any Residential Unit, that a First Certificate of Occupancy has been issued for such Residential Unit; or, for any 100% Affordable Housing Unit, Developer has obtained one (1) 100% Affordable Housing Unit Credit.

"**Utility Allowance**" means a dollar amount determined in a manner acceptable to the California Tax Credit Allocation Committee, which may include an amount published periodically by the San Francisco Housing Authority or successor based on standards established by HUD, for the cost of basic utilities for Households, adjusted for Household Size. If both the San Francisco Housing Authority and HUD cease publishing a Utility Allowance, then Developer may use another publicly available and credible dollar amount approved by MOHCD.

III. HOUSING DEVELOPMENT

A. Housing Development

1. Residential Development at Full Build-Out

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 (the "**Final Affordable Percentage**");

- any Inclusionary Rental Units and 100% Affordable Units, taken together, shall be restricted, on average, to a Housing Cost that is affordable to Households earning not more than seventy-two percent (72%) of AMI; and,

- any Inclusionary For-Sale Units and 100% Affordable Units, taken together, shall be restricted, on average, to a Housing Cost that is affordable to Households earning not more than ninety-nine percent (99%) of AMI.

2. Interim Requirements

Developer shall determine whether certain Buildings will contain Inclusionary Units, and the Housing Cost of those Inclusionary Units, so long as Developer meets the following "**Interim Requirements**":

- when all Residential Units within the first Development Phase are Substantially Complete, the sum of all earned Inclusionary Unit Credits, 100% Affordable Unit Credits, and In-Lieu Fee Credits must not be less than 30% of the sum of all Substantially Complete Residential Units delivered as part of the first Development Phase;

- when all Residential Units within the first Development Phase are Substantially Complete, Developer shall have Substantially Completed Inclusionary Units or 100% Affordable Units.

- when all Residential Units within each Development Phase other than the first Development Phase are Substantially Complete, the sum of all Inclusionary Unit Credits, 100% Affordable Unit Credits, and In-Lieu Fee Credits earned by Developer within all Development Phases must not be less than 30% of the sum of all Substantially Complete Residential Units;

- when all Residential Units within a Development Phase other than the first and second Development Phase are Substantially Complete, the sum of all

Inclusionary Unit Credits and 100% Affordable Unit Credits must not be less than 5% of the sum of all Substantially Complete Residential Units;

For example, if in Development Phase 3, Developer has Substantially Completed 877 Residential Units, then Developer meets the Interim Requirements if (i) Developer has obtained one hundred (100) Inclusionary Unit Credits within Development Phase 3, all of those credits are for Rental Units, and Developer has obtained one hundred sixty-three (163) 100% Affordable Units Credits or one hundred sixty-three (163) In-Lieu Fee Credits.

Prior to the Planning Department's approval of the first site or building permit for any Market-Rate Project, Developer shall specify the number of Inclusionary Units proposed within such Market-Rate Project (if any), and/or whether Developer would obtain any In-Lieu Fee Credits, and/or 100% Affordable Unit Credits for such Market Rate Project ("**Developer's Election**"). A Notice of Special Restrictions describing Developer's Election shall be recorded prior to the issuance of the First Construction Document for such Market-Rate Project. The Planning Department shall not approve the First Construction Document for such Market-Rate Project if Developer's Election could cause the Project to violate the Final Completion Requirements or the Interim Requirements. For purposes of clarity, any Inclusionary Unit Credits, 100% Affordable Unit Credits, and/or In-Lieu Fee Credits obtained by Developer in satisfaction of the Proportionality Requirement described in Section VII shall also satisfy the Interim Requirements and the Final Completion Requirements.

B. Housing Data Table

Each Development Phase application shall include a housing data table and map containing the following information:

- an estimate, based on then-current market conditions, of the number of Residential Units to be constructed in the current Development Phase including the number of Inclusionary Units and 100% Affordable Units, the number of 100% Affordable Unit and/or In-Lieu Fee Credits to be obtained within such Development Phase, and, to the extent known, the anticipated housing tenure (Rental Units vs. For-Sale Units);

- the number of Residential Units anticipated to be constructed in all prior Development Phases for which Developer has obtained a Tentative Subdivision Map approval but for which the City has not issued a First Certificate of Occupancy;

- the number of Residential Units in all prior Development Phases for which the City has issued a First Certificate of Occupancy and the proposed housing tenure (Rental Units vs. For-Sale Units) of those Residential Units;

- the sum of the following taken as a percentage of the total Residential Units delivered by all Development Phases as of the date of the applicable housing data table and map submittal: (a) the Inclusionary Units for which a First Certificate of Occupancy has been issued, (b) the 100% Affordable Units for which a First

Certificate of Occupancy has been issued; (d) the number of In-Lieu Fee Credits obtained by Developer; and (e) the number of 100% Affordable Unit Credits obtained by Developer; and,

- the average AMI calculated separately for Rental Projects and For-Sale Projects for (i) any 100% Affordable Units that have obtained a First Certificate of Occupancy as of the date of the applicable housing data table and map, (ii) all Inclusionary Units that have obtained a First Certificate of Occupancy as of the date of the applicable housing data table and map; and (iii) the AMI levels for 100% Affordable Units and Inclusionary Units that do not have a First Certificate of Occupancy but for which a Notice of Special Restrictions has been recorded.

IV. 100% AFFORDABLE HOUSING PARCELS

A. Conveyance to Affordable Housing Developer

Developer may elect to convey one or more 100% Affordable Development Parcels to one or more Affordable Housing Developers for the development of one or more 100% Affordable Housing Projects. Any 100% Affordable Housing Parcel may be located on the Project Site. Developer shall receive credit in accordance with this Section IV for the 100% Affordable Units towards the Final Completion Requirements and the Interim Requirements.

B. Affordable Housing Conveyance Agreement

Developer shall convey to Affordable Housing Developer the 100% Affordable Housing Parcel (either in fee or ground lease) pursuant to a written conveyance or option agreement (an "**Affordable Housing Conveyance Agreement**") under which, among other things, Developer and Affordable Housing Developer will covenant and agree that:

- Developer shall convey the 100% Affordable Housing Parcel to Affordable Housing Developer at no cost, excluding payment of customary transaction costs;

- the Affordable Housing Developer shall construct and obtain a First Certificate of Occupancy for a minimum number of 100% Affordable Units to be set forth in such Affordable Housing Conveyance Agreement (each unit, a "**Minimum 100% Affordable Unit**");

- Developer shall pay (or cause to be paid) any difference between the actual construction cost of the 100% Affordable Housing Project and the funds otherwise available to Affordable Housing Developer for such project;

- Affordable Housing Developer shall rent or sell, as applicable, the 100% Affordable Units at a Housing Cost for the life of the Affordable Housing Project; and,

- Developer shall perform one or more of the following with respect to each Affordable Housing Parcel:

- Substantially Complete (or cause the Substantial Completion of) all Horizontal Improvements (whether Public Improvements or Privately-Owned Community Improvements) required to serve the 100% Affordable Parcel and located within the Development Phase in which the 100% Affordable Parcel is situated (the "**100% Affordable Parcel Infrastructure**"); or,

- provide appropriate guarantees, bonds, and/or public improvement agreements reasonably acceptable to City to secure Substantial Completion of the 100% Affordable Parcel Infrastructure.

- If Affordable Housing Developer does not obtain Temporary Certificate of Occupancy for the 100% Affordable Housing Project contemplated by the Affordable Housing Conveyance Agreement within ten (10) years of the execution of the Affordable Housing Conveyance Agreement, subject to Excusable Delay, all right, title, and interest to the parcel subject to the Affordable Housing Conveyance Agreement and any improvements and personal property thereon shall revert to Developer.

- If no Temporary Certificate of Occupancy has been issued for the 100% Affordable Housing Project contemplated by the Affordable Housing Conveyance Agreement by the completion of the Term of the Development Agreement, subject to Excusable Delay, all right, title, and interest to the parcel subject to the Affordable Housing Conveyance Agreement and any improvements and personal property thereon shall revert to the City.

Developer shall have the right to execute an Affordable Housing Conveyance Agreement with Affordable Housing Developer. Developer shall provide not less than ten (10) Business Days' notice to the City before any anticipated execution of an Affordable Housing Conveyance Agreement. Without limiting Developer's right to execute an Affordable Housing Conveyance Agreement with Affordable Housing Developer, the final Affordable Housing Conveyance Agreement shall be subject to the review of the Planning Director to confirm Affordable Housing Conveyance Agreement meets the requirements of this Section IV(B). The Planning Director shall grant (through execution of the provided Affordable Housing Conveyance Agreement in the space provided therefor and delivery of same to the Developer that provided same) or withhold confirmation (or approval of any such material changes) within fifteen (15) Business Days after the Planning Director's receipt of the Affordable Housing Conveyance Agreement. Failure to grant or withhold such confirmation (or approval) in accordance with the foregoing within such period shall be deemed confirmation (or approval), provided that Developer shall have first provided notice of such failure and a three (3) Business Day opportunity to cure and such notice shall prominently indicate that failure to act shall be deemed to be confirmation (or approval).

C. 100% Affordable Unit Credits

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 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.

D. No Other Developer Obligations

Developer's sole obligations with respect to development of 100% Affordable Housing Projects are those set forth in this Section IV and any Affordable Housing Conveyance Agreement. Nothing in this Housing Plan requires Developer to contribute funds to MOHCD to complete the 100% Affordable Housing Projects.

V. INCLUSIONARY HOUSING REQUIREMENTS

A. Market-Rate Projects

Developer may elect to provide Inclusionary Units within one or more Market-Rate Projects. Within any such Market-Rate Project, there will be no minimum number of Inclusionary Units so long as the Interim Requirements and Final Completion Requirements are met.

B. Financing

Developer is responsible for financing the development of the Inclusionary Units included within Market-Rate Projects and may access financing sources, including sources of below market rate housing financing, to the extent the Market-Rate Project qualifies for any such available financing. Developer is permitted under this Housing Plan to use public financing sources for Inclusionary Units, notwithstanding the provisions of Section 415. The City has no obligation to provide any funding to construct any Inclusionary Units under this Housing Plan.

C. Inclusionary Unit Credits

Upon issuance of a First Certificate of Occupancy for each Inclusionary Unit, Developer shall receive one "**Inclusionary Unit Credit**".

D. Procedures for Monitoring and Enforcement

Subject to this Section V, procedures for renting or selling an Inclusionary Unit must conform to the City and County of San Francisco Inclusionary Affordable Housing Program Monitoring and Procedures Manual, as amended from time to time (the "**MOHCD Manual**"). To the extent that the MOHCD Manual as it may be amended from time to time) is inconsistent with

or conflicts with the specific requirements of this Housing Plan, this Housing Plan will prevail. Notwithstanding any future change to the MOHCD Manual: (a) Developer may situate the Inclusionary Units in the Market-Rate Project in accordance with Zoning Administrator Bulletin 10 (Designation Priorities for the Inclusionary Affordable Housing Program); and, (B) Affordable Housing Developer may construct accessory residential parking in the amounts permitted by the Design for Development on the 100% Affordable Housing Parcel. Developer shall have no obligation to construct or otherwise provide or make available accessory parking for any 100% Affordable Housing Project.

E. Marketing

1. Generally

Developer may not market or rent Market Rate or Inclusionary Units in Buildings containing Inclusionary Units until MOHCD has approved, in its reasonable discretion, the following: (i) Marketing and Operations Guidelines, which must include any preferences required by the MOHCD Manual and/or this Housing Plan; (ii) conformity of the proposed Housing Cost for Inclusionary Units with this Housing Plan; and (iii) project-specific eligibility and income qualifications for tenant Households (collectively, "**Marketing and Operations Guidelines**").

2. Marketing and Operations Guidelines

After the City notifies MOHCD of the recordation of a Final Subdivision Map that will allow development within the first Development Phase, Developer shall commence to develop and diligently pursue completion of area- or project-wide Marketing and Operations Guidelines for each Market-Rate Project with Inclusionary Units within the Project Site. MOHCD will review and grant or withhold its approval of each set of Marketing and Operations Guidelines in its reasonable judgment within thirty (30) days after it is delivered. All marketing, outreach and sales or lease procedures shall be in compliance with the MOHCD Manual, except to the extent a deviance is approved by MOHCD as part of the Marketing and Operations Guidelines or is required to implement the requirements of Section V(E)(5).

3. Notice of Special Restrictions

Each Notice of Special Restrictions for a Market-Rate Project with Inclusionary Units must include the following:

- the total number of Residential Units and the number and location of the Inclusionary Units to be built in the Market-Rate Project, with the maximum AMI level for each Inclusionary Unit;
- a requirement to provide and maintain the Inclusionary Units at the specified AMI levels for the life of the Market-Rate Project;
- for Rental Units, a covenant to keep the Inclusionary Units as Rental Units for the life of the Market-Rate Rental Project;

- the City as a third-party beneficiary, with the right to enforce the restrictions and receive attorneys' fees and costs in any enforcement action; and,

- If the Inclusionary Unit will be leased to the Homeless Prenatal Program, the requirements of Section V(E)(5).

4. Planning Code Section 415

Due to the detail set forth in this Housing Plan, and the differences between the City's inclusionary program under Section 415 and this Housing Plan, the Parties have not imposed all of the requirements of Section 415 into this Housing Plan. However, the Parties acknowledge and agree that (i) all Inclusionary Units and 100% Affordable Units will be subject to the lottery system established by MOHCD under Section 415 (except those master leased to the Homeless Prenatal Program as set forth in Section V(E)(5) of this Housing Plan), (ii) MOHCD will monitor and enforce the requirements applicable to Inclusionary Units under this Section V in accordance with Planning Code Section 415.9, except that all references to Section 415 will be deemed to refer to the requirements under this Housing Plan, (iii) the location of the Inclusionary Units within a Market-Rate Project shall be approved by the City in accordance with the standards of Zoning Administrator Bulletin 10 (Designation Priorities for the Inclusionary Affordable Housing Program), and (iv) to the extent there are implementation issues that have not been addressed in this Housing Plan, then the provisions of Section 415 and the MOHCD Manual shall govern and control such issues.

5. Homeless Prenatal Program

Developer may elect that up to eighteen (18) Inclusionary Units per Development Phase (and not more than thirty-six (36) Inclusionary Units in total for all Development Phases) may be exempt from the lottery system established by MOHCD under Section 415, and Developer may lease those Inclusionary Units directly to the nonprofit organization the Homeless Prenatal Program or its successor nonprofit organization. The Homeless Prenatal Program shall sublease those Inclusionary Units to Households served by the Homeless Prenatal Program. If MOHCD determines in its reasonable discretion that the Homeless Prenatal Program becomes unable to reasonably administer the subleasing of the designated Inclusionary Units to its Households, or if the Homeless Prenatal Program chooses not to use the designated Inclusionary Units, or otherwise ceases operations, Developer shall lease the Inclusionary Units subject to MOHCD's lottery system.

VI. POWER STATION AFFORDABLE HOUSING FEE

A. Payment of Power Station Affordable Housing In-Lieu Fee

Developer may elect to pay an affordable housing fee (the "**Power Station Affordable Housing In-Lieu Fee**") to satisfy a portion of the Project's overall affordable housing requirements. The Power Station Affordable Housing In-Lieu Fee rate will be adjusted annually in accordance with Planning Code section 409(b) (as section 409(b) is in effect as of the Effective Date), based on the Annual Infrastructure Construction Cost Inflation Estimate (AICCIE) published by Office of the City Administrator's Capital Planning Group and approved by the

Capital Planning Committee. In the event of any inconsistencies regarding the collection of fees under Section 415 and this Housing Plan, then this Housing Plan will prevail.

B. Calculation and Timing of Power Station Affordable Housing In-Lieu Fee

The initial Power Station Affordable Housing In-Lieu Fee rate will be one hundred ninety-nine dollars and fifty cents ($199.50) per square foot, payable on 100% of the Gross Floor Area of each Market Rate Unit for which Developer elects to pay the Power Station Affordable Housing In-Lieu Fee.

C. In-Lieu Fee Credits

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, which is intended to represent approximately 33% of the Project's affordable housing requirement.

D. Payment of Fee

The City will collect the Power Station Affordable Housing In-Lieu Fee from Developer as a condition to issuance of the First Construction Document for each Market-Rate Project for which Developer has elected to pay the Power Station Affordable Housing In-Lieu Fee; provided, however, if then permitted under Section 415, Developer may elect to defer payment of the Power Station Affordable Housing In-Lieu Fee to a due date prior to the issuance of the First Certificate of Occupancy subject to payment of any deferral surcharge then required by Section 415 (the "**Deferral Surcharge**"). The rate of the Power Station Affordable Housing In-Lieu Fee shall be that in effect at the time that the Design Review Application for such Building was submitted by Developer to the City. The Power Station Housing In-Lieu Fee and the Deferral Surcharge, if applicable, shall be payable to DBI's Development Fee Collection Unit. MOHCD shall use all Power Station Affordable Housing In-Lieu Fees collected by the City for affordable housing within Supervisorial District 10, including rehabilitation, stabilization, and new construction, as determined by MOHCD.

VII. NON-RESIDENTIAL TO RESIDENTIAL PROPORTIONALITY REQUIREMENT

A. Intent

The City has asked for assurance that affordable housing will be provided in proportion to office and life science development on the Project Site. To this end, as further specified in this Section VII, in addition to meeting the Interim Requirements and the Final Affordable Percentage, Developer shall have earned a certain number of Inclusionary Unit Credits, In-Lieu Fee Credits, and 100% Affordable Unit Credits within specified periods of time after certain amounts of Gross Floor Area of Office or Life Science uses (as such uses are defined in the Design for Development) are constructed on the Project Site.

B. Affordable Housing Proportionality Event

The City's issuance of a First Certificate of Occupancy for any Building that causes the total cumulative area of Office or Life Science uses on the Project Site to equal or exceed Five Hundred Thousand (500,000) square feet of Gross Floor Area, One Million (1,000,000) square feet of Gross Floor Area, or One Million Five Hundred Thousand (1,500,000) square feet of Gross Floor Area, respectively, shall be termed an "**Affordable Housing Proportionality Event**". Upon full build out of the Project as described in the Initial Approvals, up to three Affordable Housing Proportionality Events would occur.

Upon occurrence of an Affordable Housing Proportionality Event, Developer shall earn or have earned the number of Inclusionary Unit Credits, In-Lieu Fee Credits, and 100% Affordable Unit Credits required by this Section, within the timeframes described in this Section.

Developer shall have the right to transfer the obligations under this Section VII subject to the prior written consent of the City, which consent will not be unreasonably withheld, conditioned or delayed. In determining the reasonableness of any consent or failure to consent, the City shall consider whether the proposed transferee has sufficient development experience and creditworthiness to perform the obligations to be transferred. Accordingly, the City may request information and documentation from the transferee to complete such determination.

C. Proportionality Requirement

Upon occurrence of an Affordable Housing Proportionality Event, Developer shall be required to earn or have earned a certain number of Inclusionary Unit Credits, In-Lieu Fee Credits, and/or 100% Affordable Unit Credits per each one (1) square foot of the Five Hundred Thousand (500,000) square feet of Gross Floor Area that caused the Affordable Housing Proportionality Event. Specifically, Developer shall earn or have earned 0.000256 of an Inclusionary Unit Credit, In-Lieu Fee Credit, or 100% Affordable Unit Credit for each one (1) square foot of the 500,000 square feet of Gross Floor Area of Office use causing the Affordable Housing Proportionality Event, and/or 0.000168 of an Inclusionary Unit Credit, In-Lieu Fee Credit, or 100% Affordable Unit Credit for each one (1) square foot of the 500,000 square foot of Gross Floor Area of Life Science use causing the Affordable Housing Proportionality Event (the "**Proportionality Requirement**"). Developer shall not be required to earn credits for more than 500,000 square feet of Gross Floor Area upon each Affordable Housing Proportionality Event. Any Inclusionary Unit Credits, In-Lieu Fee Credits, and 100% Affordable Unit Credits earned by Developer prior to the Affordable Housing Proportionality Event shall be counted towards Developer's satisfaction of the Proportionality Requirement. All Inclusionary Unit Credits, In-Lieu Fee Credits, and 100% Affordable Unit Credits earned by Developer to satisfy the Proportionality Requirement shall also count towards satisfaction of the Interim Requirements and the Final Completion Requirements.

For example, if the Affordable Housing Proportionality Event occurs due to the issuance of a First Certificate of Occupancy for a Building that causes the total cumulative area of Office or Life Science uses on the Project Site to be Six Hundred and Fifty Thousand (650,000) square feet of Gross Floor Area, Developer shall earn or have earned credits in the amount described above for each one (1) square foot of the 500,000 square feet of Gross Floor Area. If such 500,000 square feet of Gross Floor Area is entirely Office use, then Developer shall earn or have earned a

total of One Hundred Twenty-Eight (128) Inclusionary Unit Credits, In-Lieu Fee Credits, or 100% Affordable Unit Credits to satisfy the Proportionality Requirement. If such event instead occurs due to the construction of 250,000 square feet of Gross Floor Area of Office use and 250,000 square feet of Gross Floor Area of Life Science use, Developer shall earn or have earned a total of One Hundred and Six (106) Inclusionary Unit Credits, In-Lieu Fee Credits, or 100% Affordable Unit Credits to satisfy the Proportionality Requirement.

D. Developer's Election of Credits

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, consistent with the requirements of Section IV(C) and Section VI(C).

Developer shall have obtained the number of Inclusionary Unit Credits, In-Lieu Fee Credits, or 100% Affordable Unit Credits identified in Developer's Proportionality Election within the timeframes described in Sections VII(D)(1)-(3); provided, however that in the event of civil commotion, war, acts of terrorism, disease or medical epidemics, flooding, fire, acts of God that substantially interfere with carrying out the Project or any portion thereof or with the ability of Developer to perform its obligations under the Proportionality Requirement (whether as a general matter and not specifically tied to Developer) ("**Excusable Delay**"), the Parties agree to extend the time periods for performance of Developer's obligations impacted by the Excusable Delay. In the event that an Excusable Delay occurs, Developer shall notify the City in writing of such occurrence and the manner in which such occurrence substantially interferes with satisfying the Proportionality Requirement or the ability of Developer to perform under this Housing Plan. In the event of the occurrence of any such Excusable Delay, the time or times for performance of the obligations of Developer under Sections VII(D)(1)-(3) will be extended for the period of the Excusable Delay if Developer cannot, through commercially reasonable and diligent efforts, make up for the Excusable Delay within the time period remaining before the applicable completion date; provided, however, within thirty (30) days after the beginning of any such Excusable Delay, Developer shall have first notified City of the cause or causes of such Excusable Delay and claimed an extension for the reasonably estimated period of the Excusable Delay. In the event that Developer stops any work as a result of an Excusable Delay, Developer must take commercially reasonable measures to ensure that the affected real property is returned to a safe condition and remains in a safe condition for the duration of the Excusable Delay.

1. Performance Schedule for In-Lieu Fee Credits

Developer shall receive one (1) In-Lieu Fee Credit for each One Hundred Ninety-Nine Thousand and Five Hundred Dollars ($199,500) paid as the "**Power Station Proportionality In-Lieu Fee**." The Power Station Affordable Housing Proportionality In-Lieu Fee rate will be adjusted annually in accordance with Planning Code section 409(b) (as section 409(b) is in effect as of the Effective Date), based on the Annual Infrastructure Construction Cost Inflation Estimate (AICCIE) published by Office of the City Administrator's Capital Planning Group and approved

by the Capital Planning Committee. Developer shall pay the Power Station Proportionality In-Lieu Fee for Developer's elected number of Lieu Fee Credits within thirty (30) days of Developer's Proportionality Election. The Power Station Proportionality In-Lieu Fee shall be payable to DBI's Development Fee Collection Unit. MOHCD shall use all Power Station Affordable Housing In-Lieu Fees collected by the City for affordable housing within Supervisorial District 10, including rehabilitation, stabilization, and new construction, as determined by MOHCD.

2. Performance Schedule for 100% Affordable Unit Credits

Developer shall have obtained its elected number of 100% Affordable Unit Credits within thirty (30) days of Developer's Proportionality Election. Developer may earn 100% Affordable Unit Credits as described in Section IV of this Housing Plan.

3. Performance Schedule for Inclusionary Unit Credits

Developer shall have obtained its elected number of Inclusionary Unit Credits within three (3) years of Developer's Proportionality Election. Developer may earn Inclusionary Unit Credits as described in Section V of this Housing Plan, or, at Developer's election, shall earn an Inclusionary Unit Credit for each Inclusionary Unit on the Project Site located in a Market-Rate Project that Commenced Construction and for which the City has issued a First Construction Document.

E. Proportionality Requirement Remedies

If Developer fails to obtain its elected number of In-Lieu Fee Credits, 100% Affordable Unit Credits, or Inclusionary Units Credits within the timeframes described in Section VII(D)(1)-(3), then, subject to the Parties' obligations under Article 9 of the Development Agreement, the City shall have the following remedies in addition to those described in Section 9.4 of the Development Agreement.

1. Failure to Timely Obtain In-Lieu Fee Credits

In the event of a Default of Developer to obtain the number of In-Lieu Fee Credits described in Developer's Proportionality Election by the timeframe specific in Section VII(D)(1), Developer shall be liable to pay the In-Lieu Fee Liquidation Amount. The City shall have the right to withhold a First Certificate of Occupancy: (a) from Developer if such Developer is in Default of its obligation to pay such In-Lieu Fee Liquidation Amount, and (b) from Affiliates of such Developer, until such time that such Developer in each case has paid the In-Lieu Fee Liquidation Amount, at which time the City shall immediately continue to process such withheld First Certificate of Occupancy.

The In-Lieu Fee Liquidation Amount shall be equal to the amount of the Power Station Proportionality In-Lieu Fee owed by Developer, plus thirty (30) percent per annum from the date that payment of the Power Station Proportionality In-Lieu Fee was due under Section VII(D)(1). The In-Lieu Fee Liquidation Amount shall be payable to DBI's Development Fee Collection Unit and shall increase by CPI annually until paid. MOHCD shall use any In-Lieu Fee Liquidation Amount collected by the City for affordable housing within Supervisorial District 10, including rehabilitation, stabilization, and new construction, as determined by MOHCD.

2. Failure to Timely Obtain 100% Affordable Unit Credits

In the event of a Default of Developer to obtain the number of 100% Affordable Unit Credits described in Developer's Proportionality Election by the timeframe specific in Section VII(D)(2), Developer shall be liable to pay the 100% Affordable Unit Liquidation Amount. The City shall have the right to withhold a First Certificate of Occupancy: (a) from Developer if such Developer is in Default of its obligation to pay such 100% Affordable Unit Liquidation Amount, and (b) from Affiliates of such Developer, until such time that such Developer has paid the 100% Affordable Unit Liquidation Amount, or such Developer earns the number of 100% Affordable Unit Credits described in Developer's Proportionality Election, at which time the City shall immediately continue to process such withheld First Certificate of Occupancy.

The 100% Affordable Unit Liquidation Amount shall be equal to the number of 100% Affordable Unit Credits owed by Developer x two (2) x the then applicable Power Station Proportionality In-Lieu Fee (as adjusted annually). The 100% Affordable Unit Liquidation Amount shall be payable to DBI's Development Fee Collection Unit. MOHCD shall use any 100% Affordable Unit Liquidation Amount collected by the City for affordable housing within Supervisorial District 10, including rehabilitation, stabilization, and new construction, as determined by MOHCD.

3. Failure to Timely Obtain Inclusionary Unit Credits

In the event of a Default of Developer to obtain the number of Inclusionary Unit Credits described in Developer's Proportionality Election by the timeframe specific in Section VII(D)(3), Developer shall be liable to pay the Inclusionary Unit Liquidation Amount. The City shall have the right to withhold a First Certificate of Occupancy: (a) from Developer if such Developer is in Default of its obligation to pay such Inclusionary Unit Liquidation Amount, and (b) from Affiliates of such Developer, until such time that such Developer has paid the Inclusionary Unit Liquidation Amount or such Developer earns the number of Inclusionary Unit Credits described in Developer's Proportionality Election, at which time the City shall immediately continue to process such withheld First Certificate of Occupancy.

The Inclusionary Unit Liquidation Amount shall be equal to the number of Inclusionary Unit Credits owed by Developer multiplied by two (2) multiplied by the then applicable Power Station Proportionality In-Lieu Fee (as adjusted annually). The Inclusionary Unit Liquidation Amount shall be payable to DBI's Development Fee Collection Unit. MOHCD shall use any Inclusionary Unit Liquidation Amount collected by the City for affordable housing within Supervisorial District 10, including rehabilitation, stabilization, and new construction, as determined by MOHCD.

VIII. PARKING REQUIREMENTS

F. Parking Charges

Developer (for Market-Rate Parcels) and each Affordable Housing Developer (for 100% Affordable Housing Parcels) will determine, each in its sole discretion, the Parking Charge for Parking Spaces serving the parcel; provided that Developer must not charge renters of Inclusionary

Units any fees, charges, or costs, or impose rules, conditions, or procedures on such renters or buyers that do not equally apply to Market-Rate Units.

IX. NOTICES TO MOHCD

Notices given under this Housing Plan are governed by Section 14.10 (Notice) of the Development Agreement. Notices to MOHCD must be addressed as specified below.

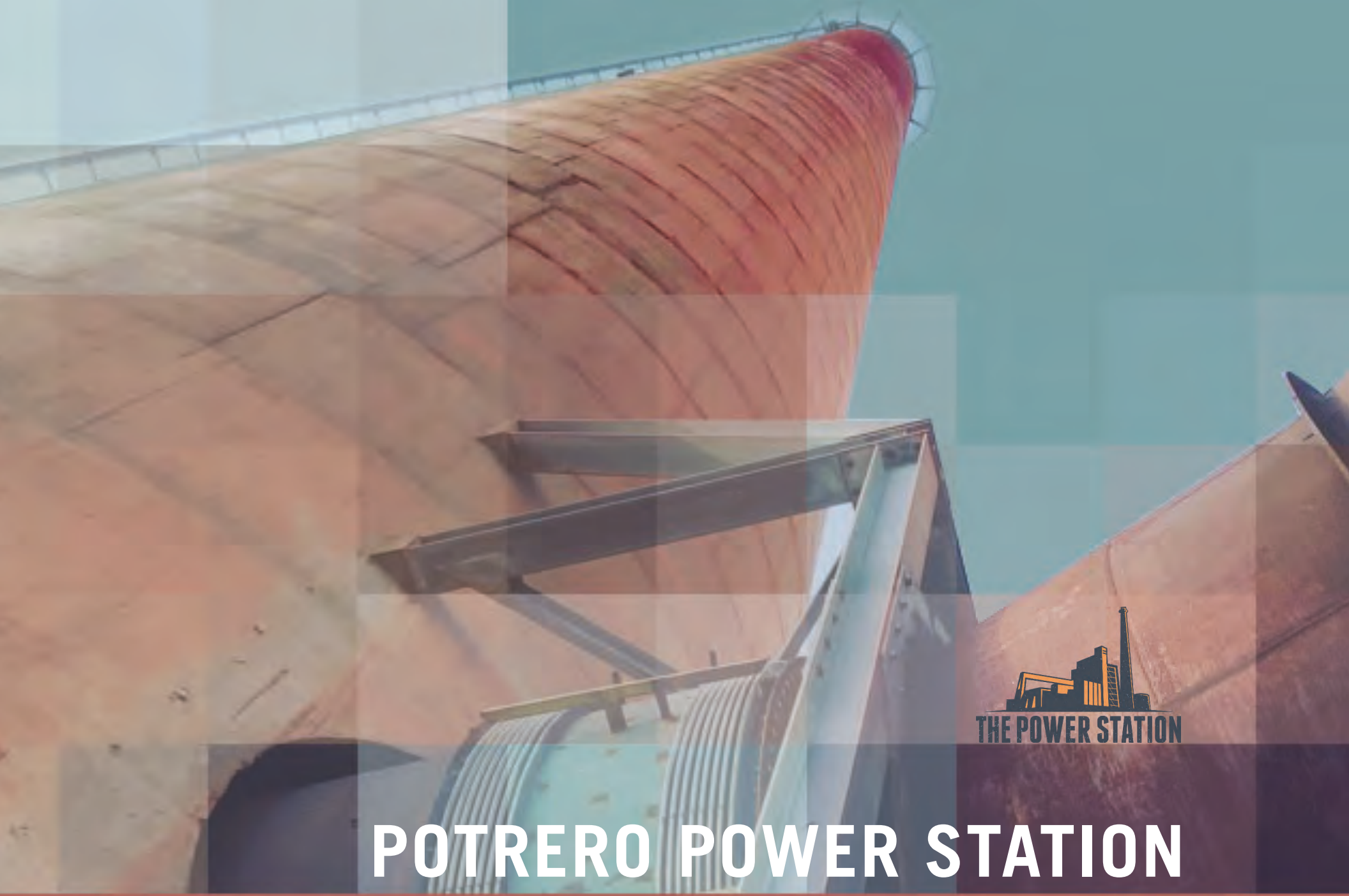
To MOHCD:

Mayor's Office of Housing and Community Development
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94102
Attn: Director

With a copy to:

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

Exhibit E
Design for Development



THE POWER STATION

POTRERO POWER STATION

DESIGN FOR DEVELOPMENT

February 26, 2020

THE POWER STATION

DESIGN FOR DEVELOPMENT

February 26, 2020

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2 TELLING OUR STORY: INTERPRETIVE VISION 31

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User Guide

Document Content

The Design for Development (the "D4D") document of the Potrero Power Station (the "Power Station," "project site" or "site") governs the future development of the Power Station (the "Power Station project" or "project") and implementation of the Power Station's Special Use District (the "SUD"). The D4D establishes the design intent and prescribes design controls to direct development on the 29 acres that comprise the project site. General references to the "Power Station project" and "project" (defined above) are to be distinguished from references to a "building" or "building project," terms which are intended to describe the construction of a building or group of buildings undertaken as a discrete project that implements a portion of the overall Power Station project. The following sections are included in this document:

Section 1: Project Overview

Section 2: Telling Our Story: Interpretive Vision

Section 3: Land Use

Section 4: Open Space

Section 5: Streets

Section 6: Buildings

Section 7: Lighting and Signage

The Appendices contain supporting information for reference during implementation by designers, developers, and agencies:

Appendix A: Block Plan Guide

Appendix B: Sustainable Neighborhood Framework

Appendix C: Power Station Definitions

Appendix D: Applicable Planning Code Sections

Appendix E: No PG&E Sub-Area Scenario

Appendix F: Historic Resource Evaluation, Part 2 Excerpt (Character Defining Features)

Standards, Guidelines, and Considerations

This D4D includes standards, guidelines, and considerations. Standards and guidelines are requirements that govern the construction and modification of buildings, streets, and open spaces within the project site. Standards are quantifiable or objective requirements whereas guidelines are qualitative or subjective requirements, relating to matters such as the choice of building materials or fenestration.

Each new building, street, and open space within the Power Station must meet the standards and guidelines prescribed herein unless modifications to these standards and/or guidelines are approved by the appropriate public bodies. The procedure required to modify the standards contained in the D4D is described in the Potrero Power Station SUD (Appendix E).

Considerations are recommendations, advisory in nature, and intended to further the objectives, principles, and values of this D4D.

Relationship to the Planning Code

References to the "Planning Code" or "Code" herein are references to the *San Francisco Planning Code*, as it exists as of the effective date of the Development Agreement. Future changes to the Planning Code may apply to the Power Station project, pursuant to the terms of the Development Agreement. Key Planning Code definitions and provisions, as of the effective date of the Development Agreement, are included as Appendix D (for reference purposes only).

In the event definitions and other provisions in this D4D conflict with the Planning Code (which includes the provisions of the PPS SUD), the Planning Code will control. If an amendment to the D4D creates a conflict between the D4D and the Planning Code, the Planning Code shall prevail unless and until such time as the Planning Code is amended and there is no longer a conflict between the D4D and the Planning Code. Consistent with the PPS SUD, in the event of a conflict between the SUD and the other provisions of the Planning Code, the SUD shall prevail.

Section 5
STREETS

Streets

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Section Number
Section Title
Sub-Sections

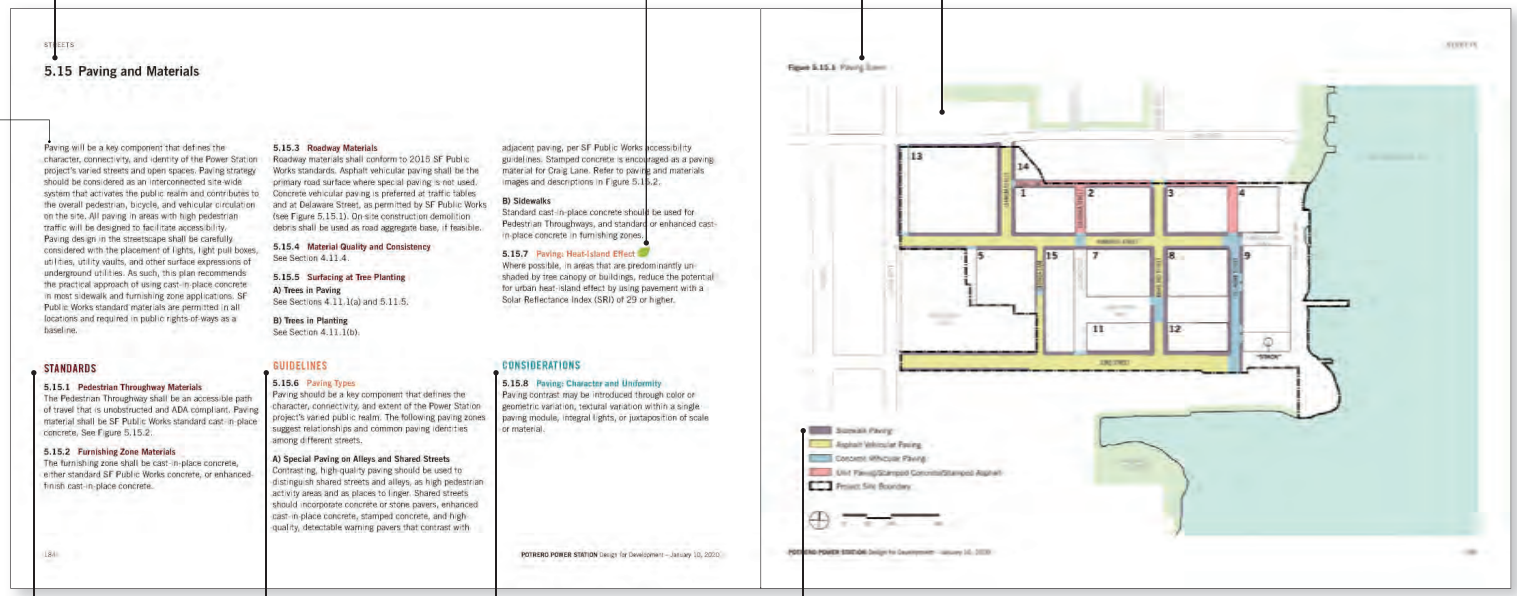
Sustainability-Related Controls

Sustainability-related standards, guidelines, and considerations are indicated with a green leaf.

Sub-Section Number and Title

Figure Number and Name

Figure



STREETS

5.15 Paving and Materials

Paving will be a key component that defines the character, connectivity, and identity of the Power Station project's varied streets and open spaces. Paving strategy should be considered as an interconnected site-wide system that activates the public realm and contributes to the overall pedestrian, bicycle, and vehicular circulation on the site. All paving in areas with high pedestrian traffic will be designed to facilitate accessibility. Paving design in the streetscape shall be carefully considered with the placement of lights, light pull boxes, utilities, utility vaults, and other surface expressions of underground utilities. As such, this plan recommends the practical approach of using cast-in-place concrete in most sidewalk and furnishing zone applications. SF Public Works standard materials are permitted in all locations and required in public rights-of-ways as a baseline.

STANDARDS

5.15.1 Pedestrian Throughway Materials
The Pedestrian Throughway shall be an accessible path of travel that is unobstructed and ADA compliant. Paving material shall be SF Public Works standard cast-in-place concrete. See Figure 5.15.2.

5.15.2 Furnishing Zone Materials
The furnishing zone shall be cast-in-place concrete, either standard SF Public Works concrete, or enhanced-finish cast-in-place concrete.

5.15.3 Roadway Materials
Roadway materials shall conform to 2015 SF Public Works standards. Asphalt vehicular paving shall be the primary road surface where special paving is not used. Concrete vehicular paving is preferred at traffic tables and at Delaware Street, as permitted by SF Public Works (see Figure 5.15.1). On-site construction demolition debris shall be used as road aggregate base, if feasible.

5.15.4 Material Quality and Consistency
See Section 4.11.4.

5.15.5 Surfacing at Tree Planting
A) Trees in Paving
See Sections 4.11.1(a) and 5.11.5.

B) Trees in Planting
See Section 4.11.1(b).

GUIDELINES

5.15.6 Paving Types
Paving should be a key component that defines the character, connectivity, and extent of the Power Station project's varied public realm. The following paving zones suggest relationships and common paving identities among different streets.

A) Special Paving on Alleys and Shared Streets
Contrasting, high-quality paving should be used to distinguish shared streets and alleys, as high pedestrian activity areas and as places to linger. Shared streets should incorporate concrete or stone pavers, enhanced cast-in-place concrete, stamped concrete, and high-quality, detectable warning pavers that contrast with adjacent paving, per SF Public Works accessibility guidelines. Stamped concrete is encouraged as a paving material for Craig Lane. Refer to paving and materials images and descriptions in Figure 5.15.2.

B) Sidewalks
Standard cast-in-place concrete should be used for Pedestrian Throughways, and standard or enhanced cast-in-place concrete in furnishing zones.

5.15.7 Paving: Heat-Island Effect
Where possible, in areas that are predominantly unshaded by tree canopy or buildings, reduce the potential for urban heat-island effect by using pavement with a Solar Reflectance Index (SRI) of 29 or higher.

CONSIDERATIONS

5.15.8 Paving: Character and Uniformity
Paving contrast may be introduced through color or geometric variation, textural variation within a single paving module, integral lights, or juxtaposition of scale or material.

POTRERO POWER STATION Design for Development – January 10, 2020

Figure 5.15.1 Paving Zones

Sidewalk Paving
Asphalt Vehicular Paving
Concrete Vehicular Paving
Unit Paving/Stamped Concrete/Stamped Asphalt
Project Site Boundary

Introductory Text
Description of rationale and intents

Third Street Industrial District Compatibility Controls
Standards, guidelines, and considerations related to the Third Street Industrial Historic District are indicated with a rust-colored clock.

Standards
As defined on page 2

Guidelines
As defined on page 2

Considerations
As defined on page 2

Figure Legend

Companion Documents

In concert with the D4D, the Infrastructure Plan (the "Infrastructure Plan" or "IP") describes the infrastructure improvements required to support the Power Station project. The IP outlines the infrastructure elements related to the project's streets, open spaces, and utilities. It provides technical descriptions for how these elements are planned and identifies the responsible parties for design, construction and operation of the infrastructure. The IP includes information on the project's regulatory compliance, as well as an approach to non-potable water and stormwater management for the site.

Interpretive Vision

The interpretive strategies identified within this document form the basis of the Project's site-wide interpretive plan, as required by Mitigation Measure M-CR-5(c), and will be coordinated with the designs and designers of public areas and open spaces. The hierarchy, location, and expression of these interpretive experiences will be further refined during the project's implementation.

Sustainability and Transportation

The project takes an integrated approach to sustainability and transportation planning by incorporating these elements into the D4D, rather than treating them as standalone documents. The controls pertaining to sustainability and transportation are integrated as standards and guidelines throughout the D4D.

The controls related to the circulation aspects of transportation are mainly in Section 5: Streets, and those related to buildings (such as parking) can be found in Section 6: Buildings. The Power Station is committed to sustainability and minimizing climate impacts from development. The project takes an integrated approach to enhanced mobility, environmental sustainability, and resilience planning by incorporating related controls and considerations throughout the D4D, rather than as standalone documents.

Sustainability-related standards focus on aspects such as climate (greenhouse gas emissions and air quality), energy, water and stormwater, materials, ecology/biodiversity, and healthy communities, and are indicated with a green leaf: . The project's Sustainable Neighborhood Framework summary is presented as Appendix B.

Reviewing Agencies

The table below indicates the different agencies involved in review during implementation of the various elements of the D4D and IP.

Table 1.1.1 Matrix of Reviewing Agencies

● = Reviewing Agency

	SF PLANNING	SFMTA	SF PUBLIC WORKS	SFPUC	SFFD	RPD	DBI	PORT
DESIGN FOR DEVELOPMENT (D4D)								
01 Project Overview	●							
02 Interpretive Vision	●							
03 Land Use	●							
04 Open Space[1]	●					●		●
05 Streets	●	●	●		●			
06 Buildings	●							
07 Lighting and Signage	●		●	●				
INFRASTRUCTURE PLAN								
01 Introduction	●			●				
02 Sustainability	●			●				
03 Environmental Management				●				
04 Site Demolition	●						●	
05 Site Resilience[1]	●			●				●
06 Geotechnical Conditions	●		●				●	
07 Site Grading				●			●	
08 Street and Transportation Systems	●	●	●					
09 Open Space and Parks[1]	●			●[2]	●			●
10 Utility Layout and Separation				●				
11 Low-Pressure Water System				●				
12 Non-Potable Water System				●				
13 Auxiliary Water Supply System				●	●			
14 Separated and Combined Sewer System				●				
15 Stormwater Management System	●			●				
16 Dry Utility Systems				●				

1. Per Figure 1.2.1, the Port of San Francisco has jurisdiction over certain waterfront spaces. The Port will thus be involved in the review of said spaces and their resilience against sea level rise during implementation, as described in this D4D and IP.
2. To the extent that there are stormwater management facilities.

Credit: Associate Capital

Section 1

PROJECT OVERVIEW

1.1	Project Vision	9
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1.4	Planning Context	16
1.5	Project Principles	20
1.6	Design Framework	22

Conceptual rendering of the Waterfront Park.

1.1 Project Vision

The Power Station will be a vibrant new neighborhood that seamlessly connects with Dogpatch, Pier 70, and the Central Waterfront as a whole.

The Power Station will be a place for Dogpatch residents and all San Franciscans to access the Central Waterfront, drawing people to a place of arrival at an active, urban water's edge, through a network of streets designed for safe and easy use by those on foot, bicycle, or transit.

It will be a neighborhood alive with places to live, work, shop, and enjoy culture. A series of open spaces will offer opportunities for active recreation, passive contemplation, and everything in between.

The 300-foot-tall "Stack" is an icon for the Central Waterfront. It will stand side-by-side with elegant new buildings that enliven and anchor the public realm, a tangible expression of the site's story arc—from a polluting power plant to a sustainable, resilient neighborhood that embraces wellness.

Credit: Associate Capital

Photo from one of the monthly site tours hosted at the Power Station.

Community Outreach Themes

The community outreach process was a comprehensive multi-year community effort that revealed a series of themes and observations critical to the users and neighbors of the Power Station, shown in Figure 1.1.1. Ranging from program and density ideas to qualitative observations of the diversity and culture in place, these collective goals guided the development of the principles that inform and guide the urban design and place-making of the Power Station project.

Figure 1.1.1 Community Feedback Summary

1.2 Site Context

The site is located in the Dogpatch neighborhood of San Francisco, which is characterized by large industrial warehouses near smaller, single-family homes. This mix and adjacency of uses gives Dogpatch its unique urban fabric, and has given rise to a community that is rich with arts and industry. The American Industrial Center buildings west of the project site, shown in Figure 1.2.1, serve as an anchor for a community of local artisans and craftspeople.

Large industrial users remain active in the area, particularly along the waterfront, where notable neighbors include the Pier 70 Shipyard and Pier 80, both of which are major Port of San Francisco operations. The character of the waterfront in this area is undergoing a substantial transformation, as Crane Cove Park will soon connect Dogpatch to the waterfront with a significant open space that provides water access for kayaks and other small craft. See Figure 1.2.2 for a map of current use districts that surround the site.

Another significant aspect of the site's context is the development of Pier 70. The Pier 70 project, which reimagines 35 acres of land entrusted to the Port of San Francisco, lies immediately north of the Power Station and shares a boundary along the newly proposed Craig Lane. Pier 70 will contribute to the neighborhood a significant amount of housing and jobs within a grid of walkable blocks, as well as waterfront connections and open space. A cluster of historic buildings comprises a character-defining element of Pier 70; these include Building 12, which will be home to a market-hall of small-scale "makers" and artists. The diagram in Figure 1.2.3 shows the contextual relationship of the future build-out of the Power Station to the plans for Pier 70.

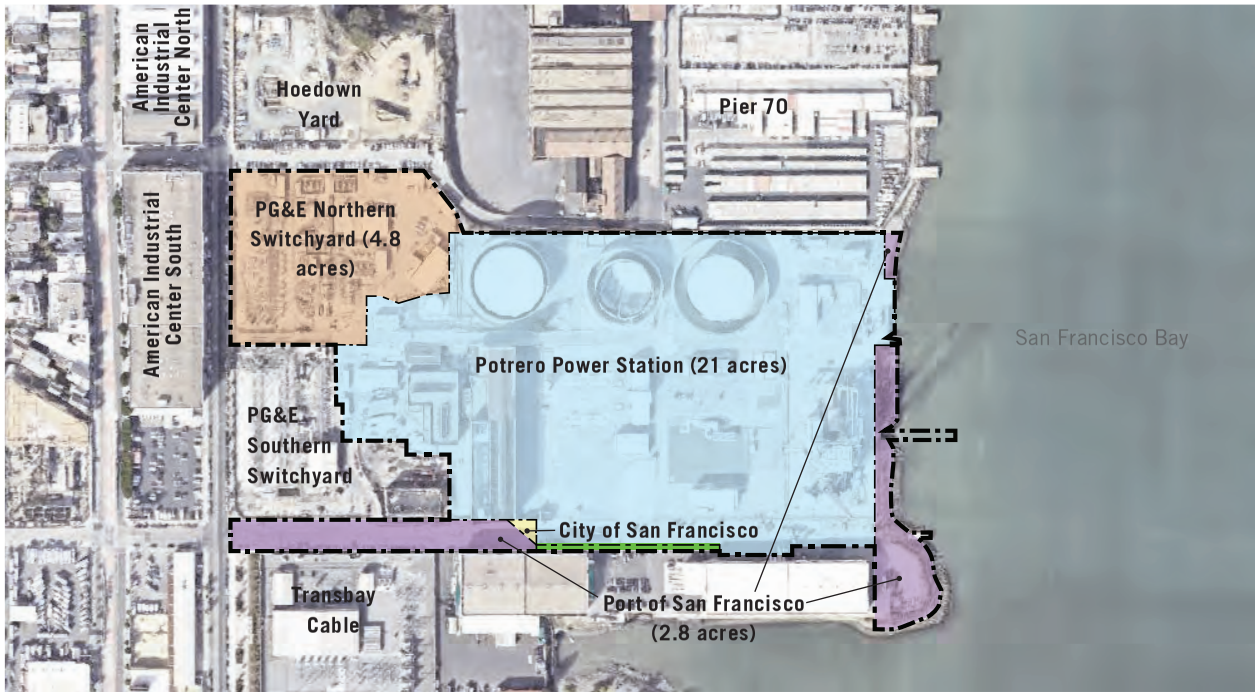


Figure 1.2.1 Site Boundaries and Ownership

The western end of the Power Station is characterized by two PG&E switchyards: the Northern Switchyard, which is within the project site's boundary, and the Southern Switchyard, which is not. To the south of the Southern Switchyard lies the Transbay Cable site. Through streetscape improvements that provide wide, welcoming sidewalks and parking-protected bicycle lanes, this D4D addresses the challenging arrival sequence posed by the Transbay Cable and PG&E Southern Switchyard sites.

The site itself comprises the properties of four different owners (see Figure 1.2.1). The 21-acre parcel that was the former Potrero Power Station is developer-owned; the 4.8-acre parcel currently used as a switchyard is owned by PG&E; sections of 23rd Street and the waterfront totaling 2.8 acres are entrusted to the Port of San Francisco, and are subject to the public trust doctrine; and a small triangle of land along 23rd Street is owned by the City of San Francisco (See Appendix E for the scenario without the PG&E Switchyards).

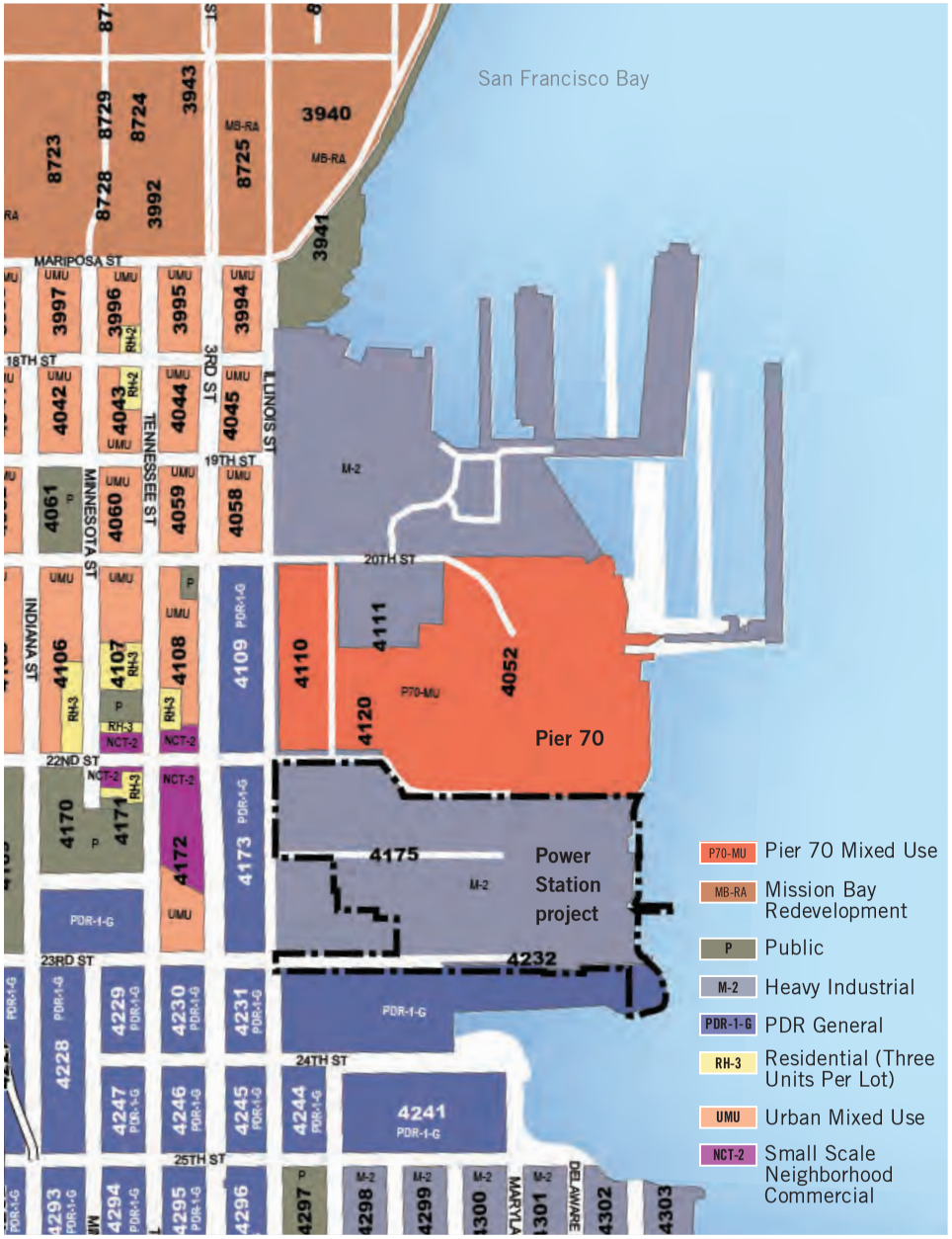


Figure 1.2.2 Current Surrounding Use Districts

Figure 1.2.3 Future Open Space Network and Blue Greenway

1.3 Site History

Unlike other portions of the Central Waterfront that are primarily filled-in marshlands, this site was historically a peninsula of land called Potrero Point. The high elevation and proximity to a deep-water port in the southern part of San Francisco made the site ideal for industrial uses. Many kinds of industry thrived here, including gunpowder and cordage manufacturing, iron smelting and rolling, and barrel-making.

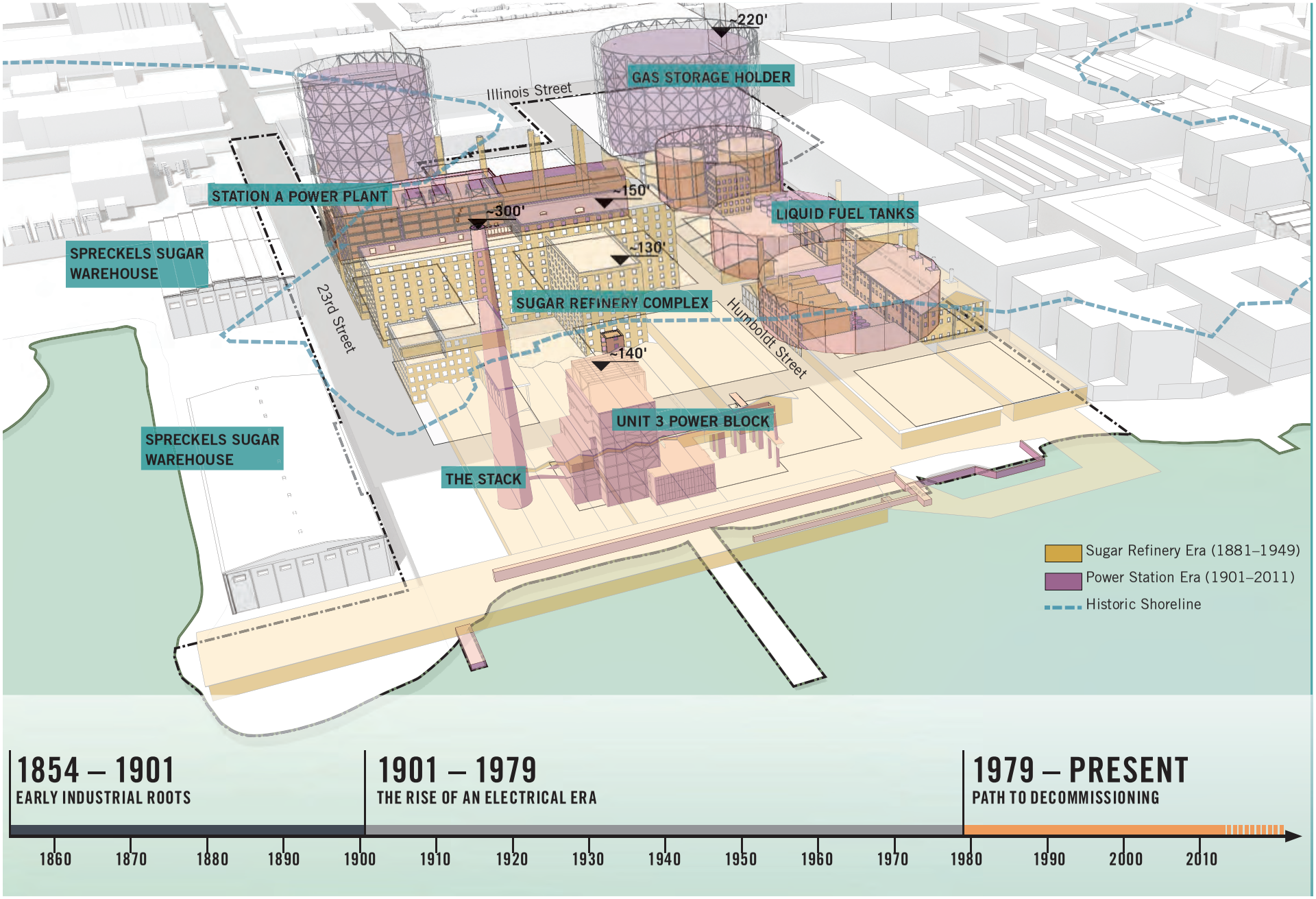
In 1881, Claus Spreckels established his own refinery for sugar shipped here from Hawaii, taking advantage of the site's existing sugar warehouses, manufacturing infrastructure, and waterfront access. He built the site's first power plant, Station A, in 1901 to support sugar refinery operations; by 1905, it was producing the majority of San Francisco's power, and was acquired by PG&E. From historic photos, it is evident that this site was developed with density and height long before any of the other uses in the Central Waterfront came into being.

Station A was renovated in the 1930s and began using more natural gas than manufactured gas. In the 1960s, PG&E added the Unit 3 Power Generating Station ("Unit 3") to the site. Up until its closure in 2011, the Power Station site was responsible for generating approximately one third of San Francisco's power. Figure 1.3.1 shows a composite image of these various eras in the history of the Power Station site.

After more than a century of industrial use, the plant eventually outlived its practical utility, as the city moved toward more efficient and environmentally friendly technologies. Once critical to San Francisco's power network, the plant gave way to off-site power generation, allowing the facility to be decommissioned—and the city of San Francisco to embrace an exciting new chapter for this unique waterfront location.

1. 1929 aerial of site shows dense build-out before the development of the rest of Dogpatch.
2. A view of the 180-foot warehouse building, demolished in the 1980s, that existed adjacent to Station A.
3. 20th and Indiana streets, circa 1940. The American Industrial Center (North Building) stands between the viewer and the site.
4. 1964 photo of Unit 3 and the Stack, constructed by PG&E to provide power to much of San Francisco.

Figure 1.3.1 Industrial History Composite Image



1.4 Planning Context

Eastern Neighborhoods Plan (2009)

Based on more than a decade of community input and technical analysis, the *Eastern Neighborhoods Plan* calls for transitioning about half of the existing industrial areas in the plan area (see Figure 1.4.1) to mixed-use zones that encourage new housing. The remaining half would be reserved for Production, Distribution, and Repair (PDR) districts, where a wide variety of functions, such as Muni vehicle yards, caterers, and performance spaces can continue to thrive. The Power Station site was specifically called out for rezoning in the *Eastern Neighborhoods Plan*.

Central Waterfront Area Plan (2008)

In addition to the Eastern Neighborhoods-wide objectives outlined above, the following goals were developed over the course of many public workshops, specifically for the Central Waterfront:

- Encourage development that builds on the Central Waterfront's established character as a mixed-use, working neighborhood.
- Foster the Central Waterfront's role in San Francisco's economy by supporting existing and future PDR and maritime activities.
- Increase housing in the Central Waterfront without impinging on or creating conflicts with identified existing or planned areas of PDR activities.
- Establish a land use pattern that supports and encourages transit use, walking, and bicycling.
- Better integrate the Central Waterfront with the surrounding neighborhoods and improve its connections to Port land and the water's edge.
- Improve the public realm so that it better supports new development and the residential and working population of the neighborhood.

Better Streets Plan (2010)

The *Better Streets Plan* was adopted in 2010 to support the City's goals to create complete streets with enhanced streetscape and improved pedestrian and bicycle facilities. It classifies public streets and rights-of-way and creates a unified set of standards, guidelines, and implementation strategies that govern how the City designs, builds, and maintains its public streets and rights-of-way to achieve these goals. Major project concepts applicable to the *Better Streets Plan* include:

- Pedestrian safety and accessibility features, such as enhanced pedestrian crossings, corner or midblock curb extensions, pedestrian countdown and priority signals, and other traffic calming features.
- Universal pedestrian-oriented streetscape design with incorporation of street trees, sidewalk plantings, streetscape furnishing, street lighting, efficient utility location for unobstructed sidewalks, shared single surface for small streets/alleys, and sidewalk/median pocket parks.
- Integrated pedestrian/transit functions using bus bulb-outs and boarding islands (bus stops located in medians within the street).

Pier 70 Special Use District (Pier 70 SUD) (2018)

To the immediate north of the site is Pier 70, described by the Pier 70 Special Use District (the "Pier 70 SUD"), which was adopted in 2018. See *Planning Code Section 249.79*. The site is roughly 35 acres, approximately nine acres of which will be open space. The plan anticipates between 1,645 and 3,025 units of housing, and between 1.1 and 2.2 million square feet of commercial development. Design standards and guidelines governing the development of Pier 70 are contained in the Pier 70 SUD Design for Development document.

Bay Conservation and Development Commission (BCDC)

BCDC has jurisdiction over the portion of the project site located within 100 feet inland of the mean high tide line (see Figure 1.4.2). The proposed project would require BCDC approval of activities within this area. Because only recreational use, hotel, open space, and public access are proposed for the portions of the project site within the shoreline band, the project will not conflict with the *Bay Plan* or BCDC regulations. However, BCDC will make the final determination of consistency with *Bay Plan* policies for the portions of the project site that are within its permit jurisdiction.

Public Trust Doctrine

The public trust doctrine is the principle that certain natural and cultural resources (especially waterways) are the collective property of the public, and that the government owns and must protect and maintain these resources for the public's use. California's State Lands Commission governs the doctrine's application in the State, managing 4 million acres of tide and submerged lands and the beds of navigable rivers, streams, lakes, bays, estuaries, inlets, and straits. The public trust doctrine ensures that land that adjoins the State of California's waterways, or is actually covered by those waters, be committed to maritime-oriented uses. Only those portions of the site that are Port property are subject to the public trust doctrine.

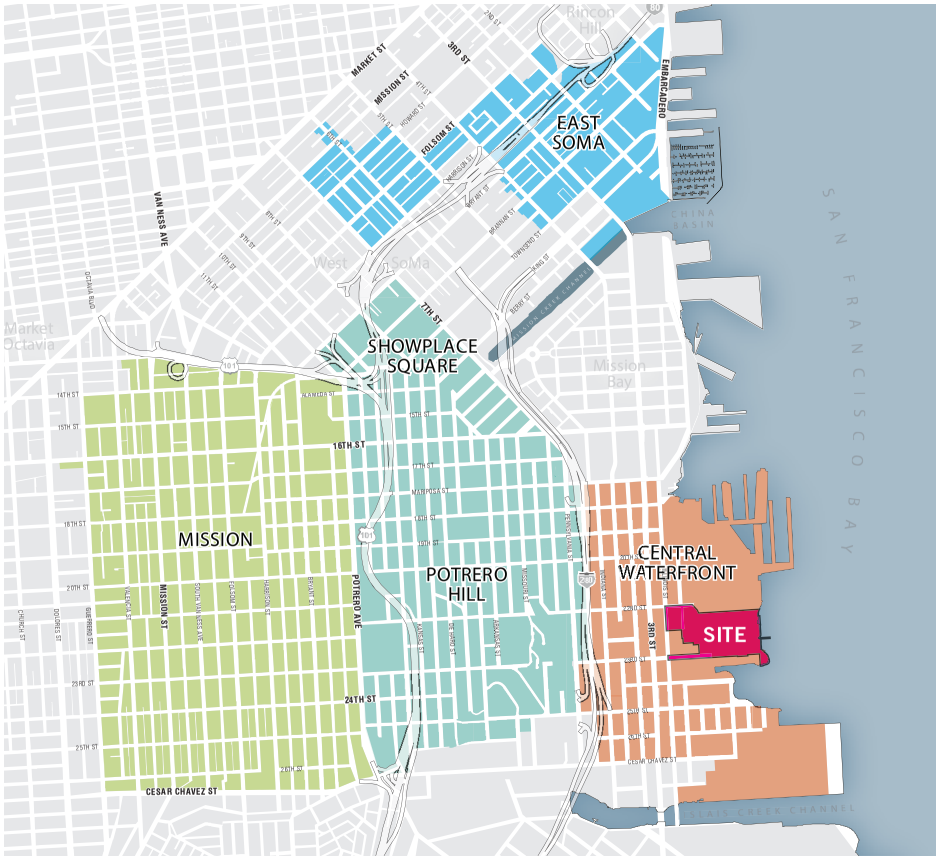


Figure 1.4.1 Eastern Neighborhoods Plan Area (image adapted from *San Francisco Eastern Neighborhoods Plan*, 2009)

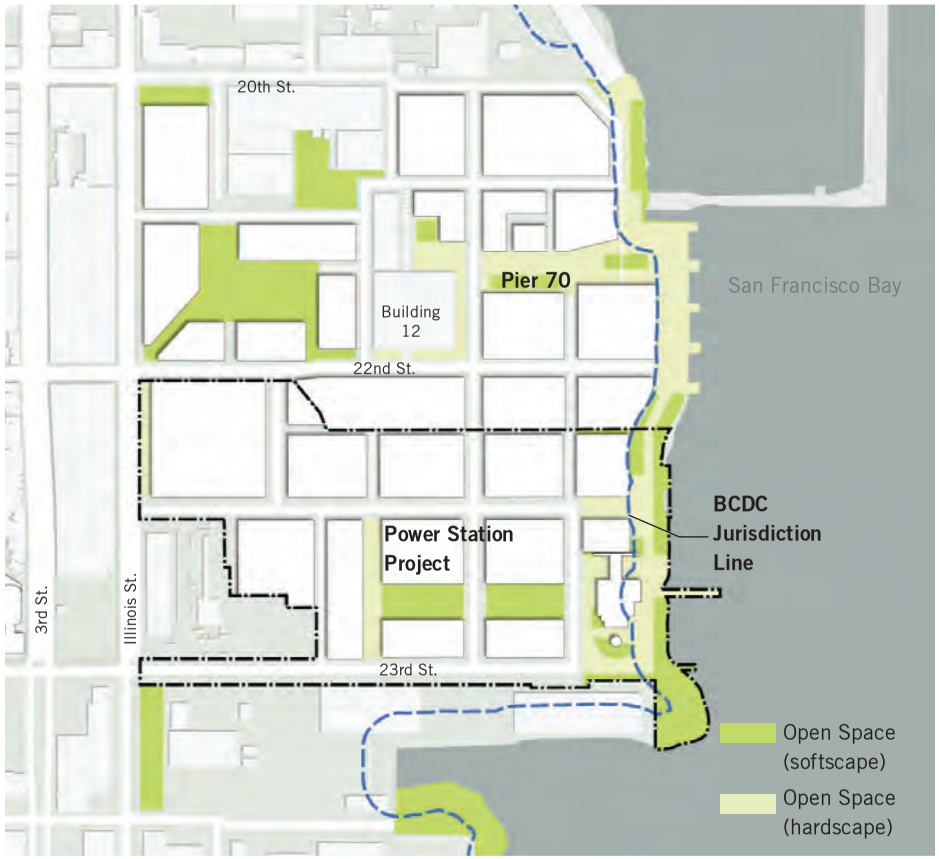


Figure 1.4.2 BCDC Jurisdiction Line

Third Street Industrial District

The site lies within the Third Street Industrial District (see Figure 1.4.3), and is a sub-district of the Central Waterfront Historic District (also known as the Potrero Point Historic District). The Third Street Industrial District is an historic district initially identified in the 2001 *Central Waterfront Historic Resources Survey Summary Report*, and in 2008 was fully documented by Kelley & VerPlanck and Page & Turnbull. The district is eligible for listing in the California Register. The boundary of the Third Street Industrial District extends west from the project site along 23rd Street, and runs north along Third and Illinois streets, roughly between 18th and 24th streets. The original period of significance of the Third Street Industrial District was 1872 to 1958. The Historic Resource Evaluation for the Power Station project extended the period of significance to 1965. The Historic Resource Evaluation Response noted that 1965 was "the start of the decline in manufacturing and industry in the area and therefore marks another potential date for the district's period of significance." The change in end-date resulted in the addition of two contributing buildings to the district that were not previously evaluated: Unit 3 and the Boiler Stack, both constructed in 1965.

Some of the character-defining features of the Third Street Industrial District are a high concentration of manufacturing, repair, and processing plants; warehouses of industrial character; long-present industries dependent on the nearby waterfront and the freight-hauling Santa Fe Railroad trains that ran along Illinois Street; and buildings with the following typical features: brick and concrete construction, one to four stories in height, flat roofs, ornamented parapets, steel-sash and wood-sash windows, rectilinear and arched window openings, and/or American Commercial style. Figure 1.4.3 shows the location of the Third Street Industrial District and the buildings that are contributors of significance to the district's historic resources, including contributors on the project site.

Third Street Industrial District compatibility controls have been developed and are included in this D4D to ensure that the Power Station project's buildings, streetscapes, and relevant open spaces are consistent with the historic district. Such controls are indicated with a icon.

Union Iron Works Historic District

The Union Iron Works (UIW) Historic District abuts the Third Street Industrial District along the northern boundary (Figure 1.4.3), and includes 66 acres of the 69-acre Pier 70 Area. It was listed in the National Register of Historic Places in 2014, as recommended in the Port Master Plan. The UIW Historic District consists of buildings, piers, slips, cranes, ship repair activities, and landscape and circulation elements that are associated with steel shipbuilding. The UIW Machine Shop, built in 1884, was the first to be built on-site during a period of industrial architecture ending with World War II.

San Francisco Bay Trail / Blue Greenway

The Blue Greenway, a project of the San Francisco Parks Alliance in collaboration with the City of San Francisco, is planned to improve the city's southerly portion of the 500-mile, nine-county regional Bay Trail, as well as the Bay Area Water Trail and associated waterfront open space system (see Figure 1.4.4). The San Francisco Bay Trail / Blue Greenway (referred to in this plan as "the Blue Greenway") will expand recreational and water-oriented activities and green corridors connected to surrounding neighborhoods. Public open spaces proposed at the Power Station project will be part of this network.

The main spine of the Blue Greenway adjacent to the project site runs down Illinois Street. The Pier 70 project adds a "recreational loop" from Illinois Street out to the waterfront, stopping at the northerly edge of the Power Station site. The Power Station project will continue this trail along the waterfront, creating pedestrian and bicycle connections to Illinois Street along 23rd Street, and terminating the recreational loop at the existing Blue Greenway. Additionally, the project makes possible the opportunity to extend the Blue Greenway along Warm Water Cove south of 23rd Street, allowing for a continuous waterfront trail. See Figure 1.4.4 for an illustration of the path of the Blue Greenway and its recreational loops.

Army Corps of Engineers

The project shoreline improvements Bay-ward of the high tide line are subject to the permitting jurisdiction of the U.S. Army Corps of Engineers.

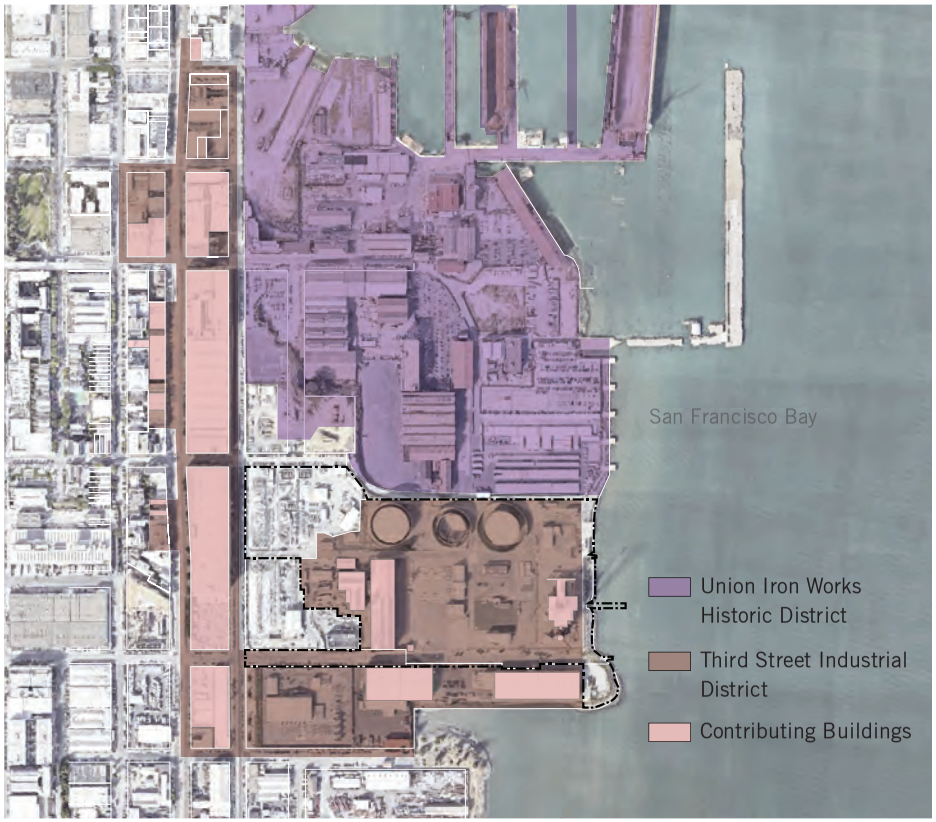


Figure 1.4.3 Third Street Industrial and Union Iron Works Historic Districts

Figure 1.4.4 San Francisco Bay Trail / Blue Greenway (referred to in this D4D as "the Blue Greenway")

1.5 Project Principles

The Power Station project is a portion of the waterfront that has always serviced San Franciscans, but remained inaccessible to members of the public for more than 150 years. The following principles guide the site's reintegration into and restoration of the fabric of San Francisco, while celebrating the site's industrial past and providing much-needed uses to the city, such as open space and housing. Principles 1–7, relating to the physical development of the site, can be found embedded throughout the document. Since Principle 8 does not guide the project's design, it is not discussed further in this D4D. However, the principle is integral to the site's development and included below.

PRINCIPLE 1
Design a unique public waterfront that emphasizes and connects active uses.

PRINCIPLE 2
Accommodate needed growth in the city while creating a diversity of uses that can support a lively, livable, and inclusive neighborhood.

PRINCIPLE 3
Celebrate the site's rich industrial history.

PRINCIPLE 4
Establish an accessible neighborhood that prioritizes walking, biking, and transit.

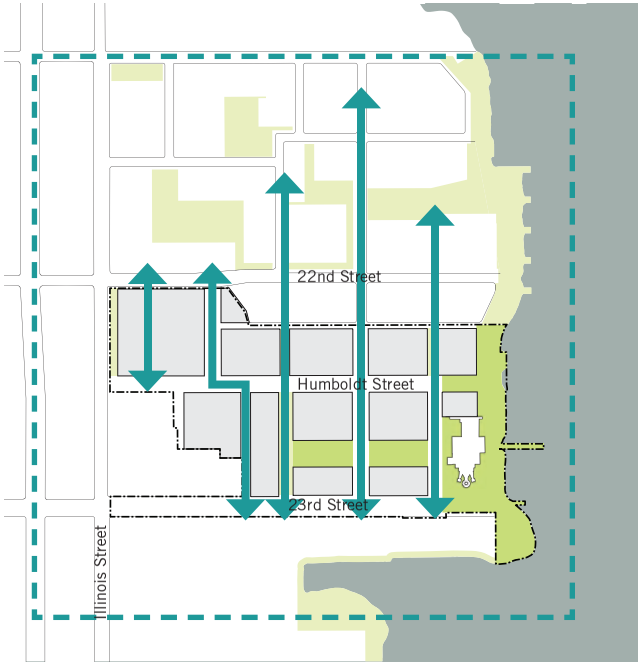
PRINCIPLE 5
Contribute well-designed parks and recreational facilities that will complement the existing neighborhood and citywide open space network.

PRINCIPLE 6
Design a neighborhood that is context-appropriate, diverse, and human-scaled.

PRINCIPLE 7
Create a healthy, sustainable, and resilient neighborhood that fosters innovation and embraces wellness.

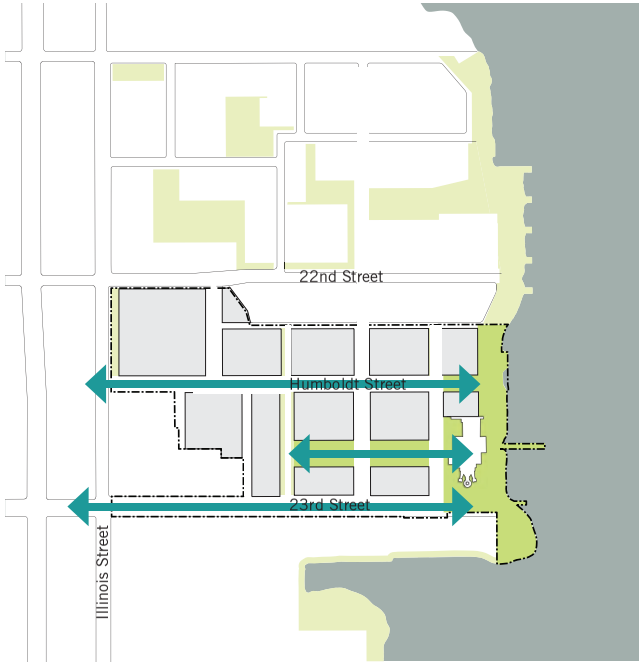
PRINCIPLE 8
Develop a financially feasible project that can deliver the benefits promised to the community and the city.

1.6 Design Framework



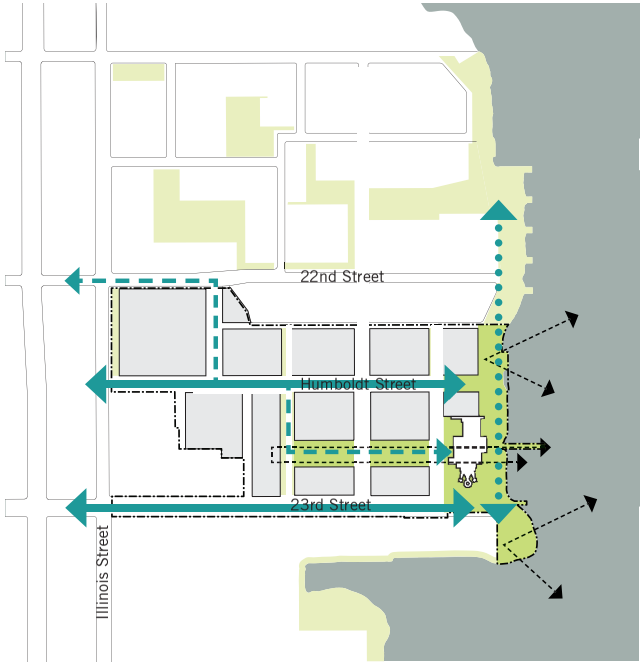
A Unified, Connected Neighborhood

A major consideration of the urban design framework is to maximize connectivity with the north-south linkages of Pier 70, creating a continuous, legible, single neighborhood.



Walkable, and Human Scale

The framework continues 23rd Street and Humboldt Street through the site, carrying these connections all the way to the waterfront. A third east-west connection formed by Power Station Park further reduces the scale of the blocks, providing for an inviting, walkable grid of streets and open spaces.



Unmistakably a Waterfront Place

The design framework prominently features the project's expansive waterfront access. All roads at the Power Station lead to the Bay. The street framework invites pedestrians and cyclists to access the Blue Greenway, and park viewsheds capture open views across the water to the hills beyond.

Land Use

The Power Station project's land use framework and SUD specify residential, commercial (office, laboratory, and life science), PDR, retail, hotel, and open space uses.

The framework calls for a variety of housing types, including affordable housing, to create a diverse and family-friendly neighborhood.

A variety of neighborhood-serving retail, services, and amenities are provided within convenient walking distance of housing and commercial uses on the site.

The land use framework balances and distributes the various uses so that they work together to create a complete, round-the-clock neighborhood. Figure 1.6.1 illustrates the project's approach to the distribution of land uses. The land use framework is based on Principles 2, 4, and 6.

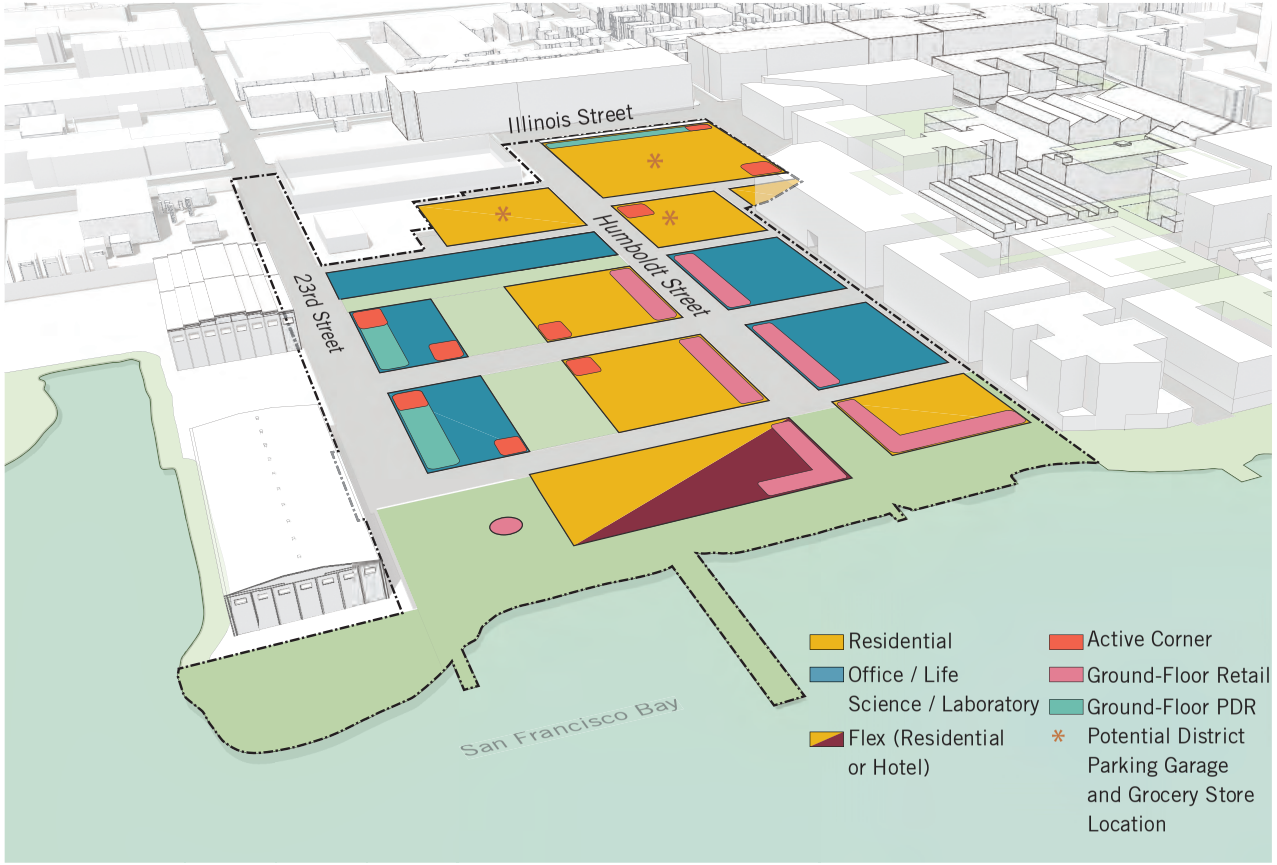


Figure 1.6.1 Land Use Framework

Waterfront and Open Spaces

The Power Station project will join a connected network of waterfront parks and open spaces that includes Crane Cove Park, Warm Water Cove, the Blue Greenway, and those at Pier 70, opening this portion of the Central Waterfront to public access and enjoyment for the first time in 150 years.

The Power Station project's open space framework provides a variety of recreational uses on the Central Waterfront, including a rooftop soccer field, playgrounds, and other amenities that support active recreation and wellness. Parks are programmed with all potential users in mind, accommodating a variety of abilities and interests. Figure 1.6.2 illustrates the series of open spaces throughout the site and how they connect.

The waterfront design is comprised of a series of active spaces, enlivened by the proposed hotel, restaurants, and other retail uses. A recreational dock may provide direct access to the water, while carefully designed moments along the Blue Greenway provide places to enjoy sweeping views of the Bay. The Point is envisioned as a quieter place for picnicking and adventure play, and the Blue Greenway reacreational loop provides a critical link along the waterfront for pedestrians, cyclists, visitors, and residents alike.

Power Station Park is intended to be a neighborhood gathering-place similar to South Park in SoMa, which balances the dynamism of flexible open spaces with the attraction of specific activities for all age groups (such as seating areas, play structures, etc.). Surrounding ground-floor uses are intended to activate these open spaces day and night, during the week, and on weekends. The open space framework is based on Principles 1, 5, and 7.

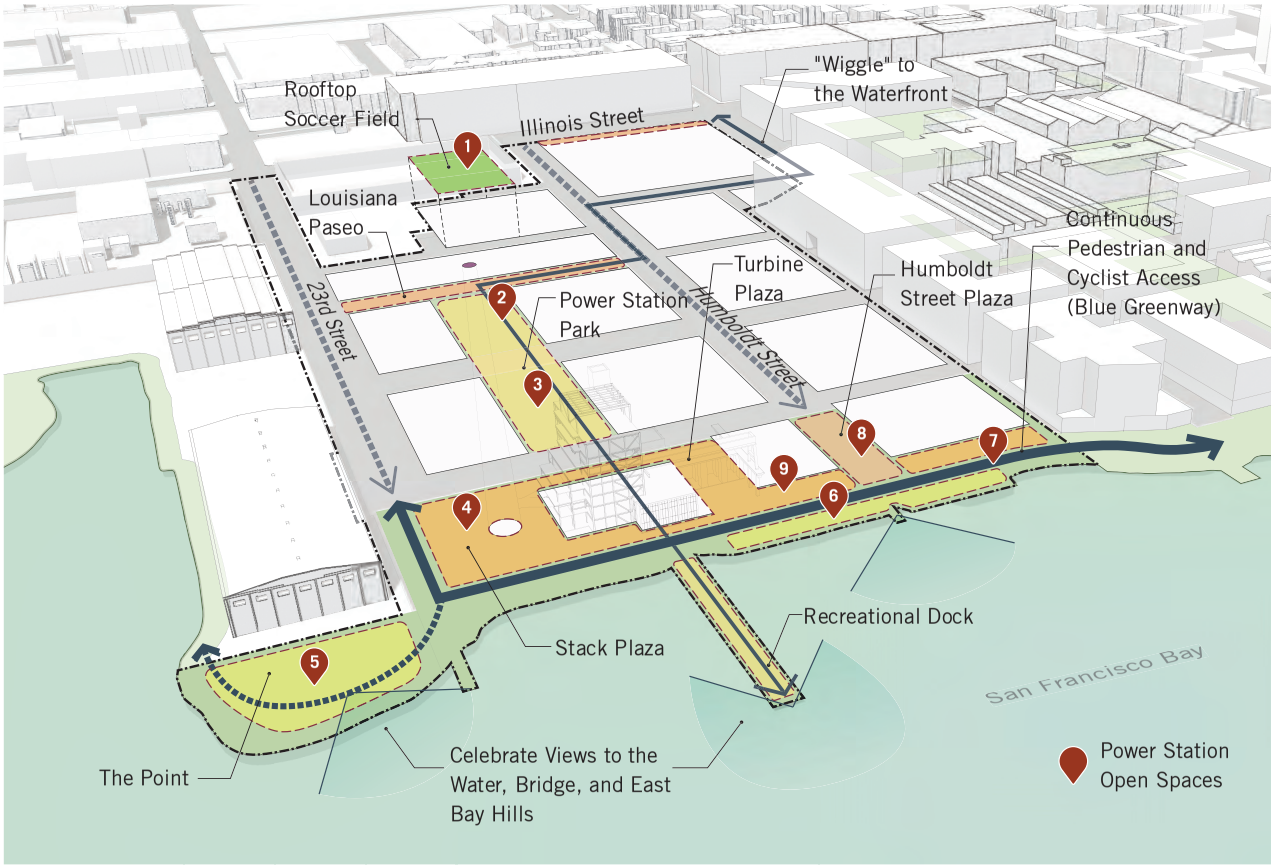


Figure 1.6.2 Open Space Framework

Images at right demonstrate the range of potential recreational and active uses corresponding to the numbered open space areas in Figure 1.6.2, including flex fields for soccer and yoga, formal play structures, adventure play spaces, social games, and adult fitness facilities.

Credit: Imagenes.co
1

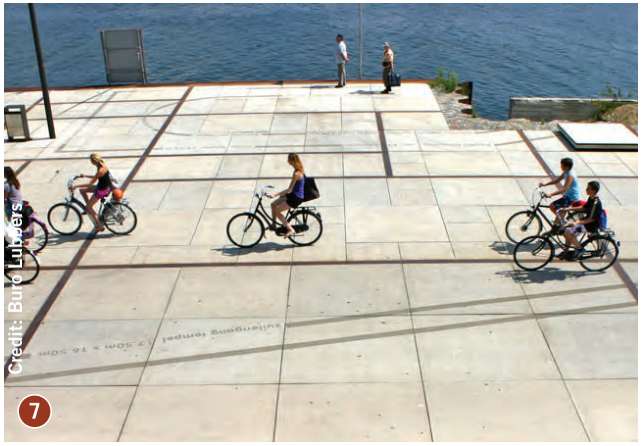
Credit: South Park by Fletcher Studio
2

Credit: americascoresbayarea.blogspot.com
3

Credit: Silo Park, Portland Cinema
4

Credit: Play-scapes
5

Credit: Alison Cartwright
6


Credit: Buro Lubbers
7

Credit: imagenesmi.com
8

Credit: Nelson.cityofsydney.nsw.gov.au
9

Complete Streets

City policy calls for a shift to active modes of travel, such as walking, biking, and transit, which reduce congestion and emit fewer greenhouse gases. Additionally, San Franciscans increasingly demonstrate a preference for sustainable transportation modes, owning fewer cars and taking fewer car trips.

There are several existing plans that together will help to reduce automobile use at the Power Station. These include increased service and capacity on the Muni T-Line, a new bus line that will terminate at the site, faster and more frequent regional connections via Caltrain (due to electrification), and the expansion of Bay Area Bikeshare.

Streets at the Power Station project are networked and designed to enhance walking and bicycling connections to transit, the Blue Greenway, and adjacent neighborhoods in the city. In addition to being better for the environment, sustainable transportation choices support the health and wellness of future residents, workers, and visitors to the site. Figure 1.6.3 illustrates the transportation network for the Power Station project.

Streets and sidewalks are designed to be safe and enjoyable for users of all backgrounds, physical abilities, and mode choices. Street design will plan for and accommodate evolving transportation needs and technology, including a shift to shared modes such as ride-hailing services and public transit; increased passenger loading; and systems-based delivery of goods. The complete streets framework is based on Principles 4 and 7.

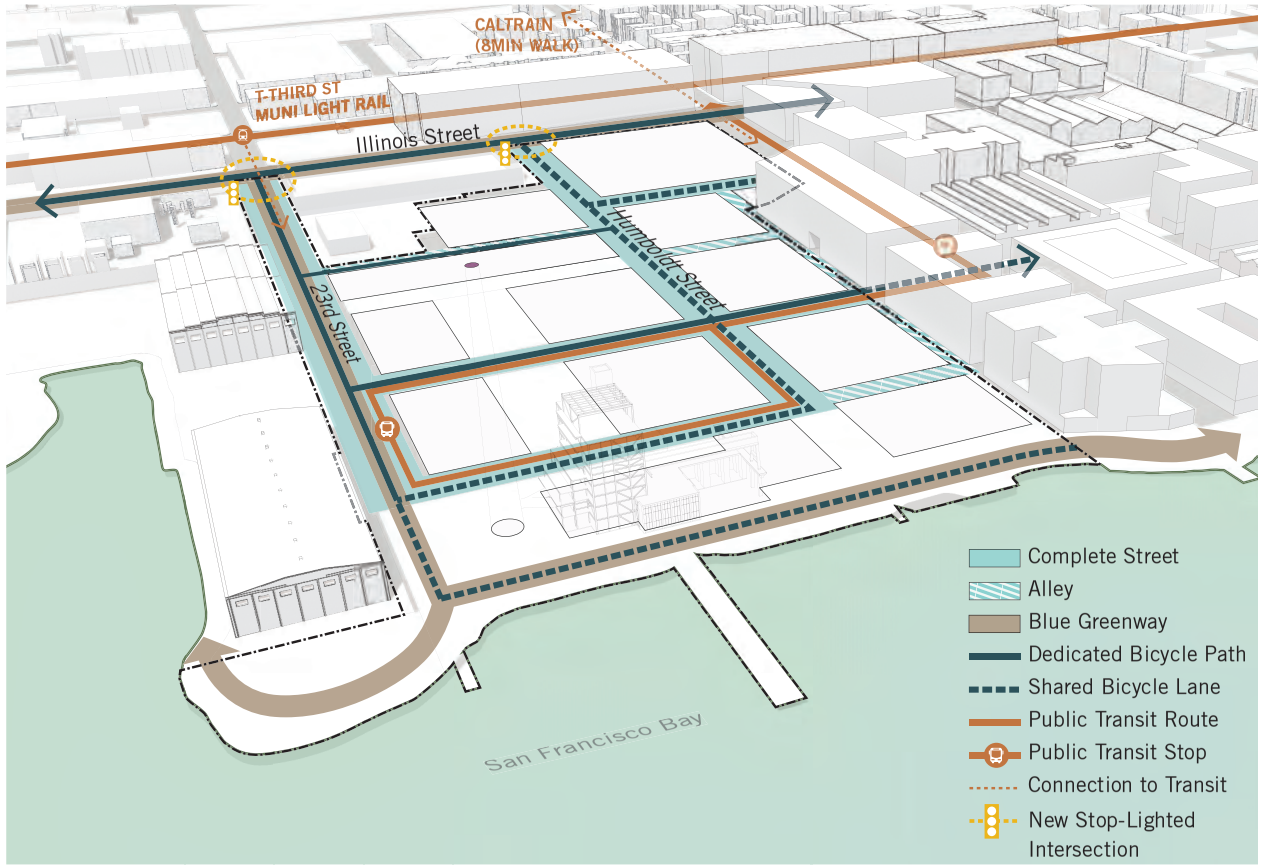


Figure 1.6.3 Transportation Network

Historic Character

There are a few remnants of the site's prior use as a sugar refinery and as a power station that carry the historic character of the Power Station into the present. The Stack, arguably the most prominent visual icon of the Central Waterfront area, will be retained. Unit 3, the second most visually prominent structure on-site, may be retained and converted into a hotel, residential building, or combination of the two uses. Station A will be rehabilitated and repurposed as an office building. Other historic resources, such as the Compressor House, the Meter House, and the Gate House, are proposed to be demolished.

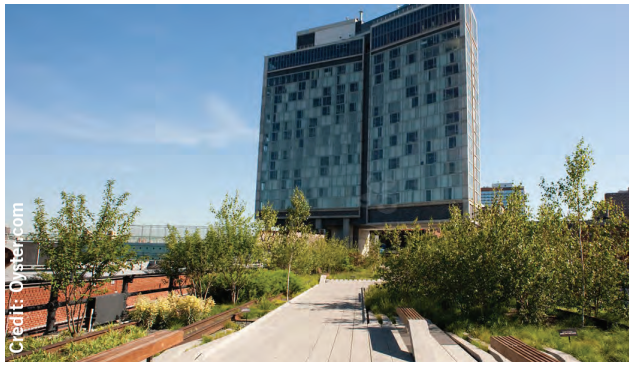
Adaptation of this site from a polluting power plant into a healthy, sustainable neighborhood also serves as an important opportunity to shape a resilient future for the site with thoughtful, forward-thinking, and integrated design. A robust interpretive program is established in this D4D to communicate the unique industrial history of the project site and its role in the Dogpatch neighborhood. The program calls for the permanent display of interpretive materials in open spaces and on buildings throughout the site (refer to Section 2: Interpretive Vision). Where historic resources such as the Stack, Station A, and potentially Unit 3 are adaptively reused, those buildings/locations will incorporate site-interpretive elements as a way to share the stories of the site's industrial past.

Third Street Industrial District design controls are embedded in the Open Space, Streets, and Buildings Sections of this D4D. The historic character framework is based on Principle 3 and ensures that new construction is compatible with the historic district within which the project site is located.

A view of Unit 3 and the Stack from the Bay.

A historic building adapted into a hotel.

The Pompidou Center in Paris is an example of a building with an external structure, as Unit 3 would have if developed into a hotel. The visibility of the structure on the outside of the building offers a unique architectural opportunity.



The Standard, on New York's High Line, demonstrates how the identity of a hotel can be tightly linked to adjacent open spaces, as Unit 3 will be with the waterfront at the Power Station project.

Sustainability, Resilience, and Wellness

Consistent with Principle 7, redevelopment of the Power Station aims to create a healthy, sustainable, and resilient neighborhood that fosters innovation and embraces wellness. The project endeavors to create a low-carbon community in response to the site's past use as a power plant and in support of San Francisco's ambitious Climate Action Strategy. The project aims to reduce Greenhouse Gas (GHG) emissions in ways that also improve air quality, contribute to water conservation, and support human health and wellness. The project is intended to be a leading example of a sustainable and resilient community and the site's interpretive program serves as an opportunity to highlight and enhance public understanding of the strategies that contribute to these goals.

Transportation planning on the site is intended to reduce single-occupancy vehicle use and vehicle miles traveled (VMT), improving air quality by reducing greenhouse gas emissions from cars. New infrastructure will take advantage of the mix of uses on site, allowing buildings to work together to save water and energy—critical, as buildings account for a large portion of greenhouse gas emissions.

The open space strategy restores waterfront access and vegetation to the site, improving biodiversity and encouraging healthier ecosystems, using landscape to manage stormwater, further improving local air quality, contributing to meaningful carbon sequestration, and providing spaces for active outdoor use. As a response to climate change, the site's future elevations along the shoreline anticipate and accommodate sea level rise and storm surge into the year 2100.

Green roof decks will provide easy access to outdoor green space.

The waterfront will be designed to anticipate 66 inches of sea level rise (the current projection for the year 2100.)

Flexible outdoor spaces allow for a range of activities such as yoga and other forms of fitness.

The rooftop soccer field will provide an important recreational amenity for the entire Central Waterfront.

Fostering wellness is central to the site design, which encourages walking and cycling, and provides site-wide recreational amenities such as flexible lawns, play areas, and the rooftop soccer field. Inside the buildings, multiple sets of controls promote wellness, from the selection of healthy building materials to the provision of building amenities that support physical activity, respite, recreation, and community gathering.

Urban Form and Architecture

The Central Waterfront is made up of different neighborhoods that together form a distinct, eclectic district. A diverse mix of buildings characterizes the area, including large-scale warehouses that occupy an entire block, small Victorian flats, mid-rise multi-family buildings, and large-floorplate office buildings. Visual connections to most of the site are limited by the presence of the switchyards and the American Industrial Center buildings.

To promote Principle 6, the Power Station design establishes a pattern of streets and blocks that is walkable and appropriate to its context, and relates and connects to the existing and future neighborhood. The ground floors of buildings will be programmed and designed to enliven and activate the public realm and emphasize a human scale.

Building envelopes have been set to allow sunlight to reach parks and streets, reduce wind impacts, and step down toward the water's edge. The massing for the site will allow for a diversity of building heights and types, including low- and mid-rise buildings. A cluster of mid and high-rise buildings along Humboldt Street will rise to create a counterpoint to the iconic Stack as indication that there is life and activity beyond the switchyards.

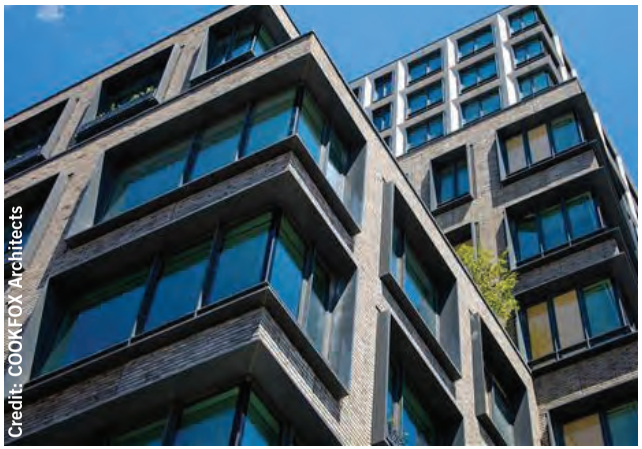
As illustrated in Figure 1.6.4, most buildings will make up a general urban fabric, with a streetwall height that provides enough continuity to frame the streets, but allows for a variety of heights and modulation ("fabric buildings"). A few select buildings will stand out: Station A, the Unit 3 hotel (if retained) and the Stack, as well as the 240-foot tower (Block 7), frontages facing Power Station Park, and Block 4 on the waterfront ("differentiated buildings"). These differentiated buildings all offer opportunities to deploy iconic architecture that contributes to a unique site identity and sense of arrival at a special place.

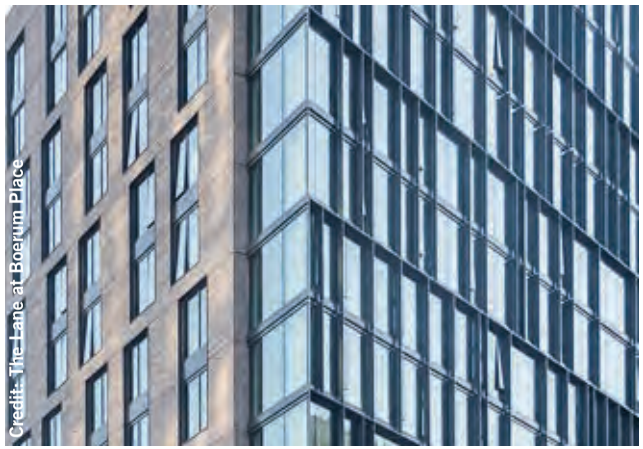
Figure 1.6.4 Urban Form Framework

Credit: architectsjournal.co.uk

Credit: homegirllondon.com

Credit: Lindazasoro & Sanchez


Credit: COOKFOX Architects


Credit: The Lane at Boerum Place

Credit: Corner House by Luca Miserocchi

Images above capture the aspirations for the architecture at the Power Station: gridded buildings with structure-and-fill-type construction, solid streetwalls, and potential for more transparency above; a ground floor that is designed to enliven and activate the adjacent pedestrian realm; and high-quality materials that contribute a tactile aspect to the pedestrian experience.

Section 2

TELLING OUR STORY: INTERPRETIVE VISION

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2.2 Visitor Flow and Interpretive Locations 37
2.3 Interpretive Production Techniques 40

THE POWER OF TRANSFORMATION

HISTORY · SIGNIFICANCE · FUNCTION

INTERPRETATION AT POTRERO POWER STATION

Interpretive Vision

The Power Station will celebrate its rich industrial history, bridging its past with contemporary stories of its continued transformation. A program of coordinated interpretive exhibits will be integrated throughout public areas and open spaces to promote an understanding of the site's history, significance, and function.

The Interpretive Mission Statement above shall guide all interpretive endeavors for the Power Station.

This Interpretive Vision chapter of the D4D details important stories relevant to the further development of the site. It provides the framework for a site-wide interpretive masterplan required as part of Mitigation Measure M-CR-5c. This framework was developed in coordination with the Project Sponsor and the Planning Department, and serves as the guiding vision for the interpretive masterplan. The interpretive strategies as identified within this chapter are consistent with the remainder of the D4D and will be coordinated with the designs and designers of public areas and open spaces. The hierarchy, location, and expression of these interpretive experiences will be further refined during the project's implementation.

This section provides a framework for a site-wide interpretive masterplan required as part of Mitigation Measure M-CR-5c of the *Potrero Power Station Mixed-Use Development Project Environmental Impact Report* ("EIR"). This framework was developed in coordination with the Project Sponsor and the Planning Department, and serves as the guiding vision for the interpretive masterplan.

Measure M-CR-5c is included here for reference:*

Prior to any demolition or rehabilitation activities that would remove character-defining features of an individual historical resource or contributor to a historic district on the project site, the Project Sponsor shall consult with planning department preservation staff as to whether any such features may be salvaged, in whole or in part, during demolition/alteration. The Project Sponsor shall make a good faith effort to salvage materials of historical interest to be utilized as part of the interpretative program. This could include reuse of the Gate House or a portion of the Unit 3 Power Block.

Following any demolition or rehabilitation activities within the project site, the Project Sponsor shall provide within publicly accessible areas of the project site a permanent display(s) of interpretive materials concerning the history and architectural features of the individual historical resources and Third Street Industrial District. The content of the interpretive display(s) shall be coordinated and consistent with the site-wide interpretive plan prepared in coordination with planning department preservation staff, and may include the display of salvaged features recovered through the process described above.

The specific location, media, and other characteristics of such interpretive display(s) shall be presented to planning department preservation staff for review prior to any demolition or removal activities. The historic interpretation plan shall be prepared in coordination with an architectural historian or historian who meets the Secretary of the Interior's Professional Qualification

Standards and an exhibit designer or landscape architect with historical interpretation design experience.

Interpretive display(s) shall document both the Third Street Industrial District and individually eligible resources to be demolished or rehabilitated. The interpretative program should also coordinate with other interpretative displays currently proposed along the Bay, specifically at Pier 70, those along the Blue Greenway, and others in the general vicinity. The interpretative plan should contribute to digital platforms that are publicly accessible.

A proposal describing the general parameters of the interpretive program shall be approved by planning department preservation staff prior to issuance of a site permit. The substance, media, and other elements of such interpretive display shall be approved by planning department preservation staff prior to issuance of a Temporary Certificate of Occupancy.

* In the event of inconsistencies or conflicts between the M-CR-5(c) language included in this section and the final Power Station EIR, the EIR shall control.

2.1 Experiential Goals

The following tenets are a culmination and distillation of local government agency and project stakeholder guidance, along with interpretive best practices. They will guide the development of interpretive exhibits at the Power Station. See Figure 2.1.1.

Celebrate Transformation

The site has a rich industrial history, with each successive occupant 'standing on the shoulders' of its predecessors. The infrastructure of each occupying industry was repurposed and transformed to accommodate the next. Each occupant was tied to the waterfront, which also continually changed, based on the needs of the occupant. The Power Station will continue in this evolution to support the ever-changing needs of the community. The exhibits should highlight transformation as a 'metanarrative.'

Demonstrate Connections

The intent is to expose residents, visitors, and employees to the layered history of the site rather than depict the site's history in a linear fashion. Potrero Point has many independent stories, which paint a broader picture when combined. By bridging the past with the present within a geographical context, the exhibits at the Power Station should be designed to help visitors connect these individual stories into broader-reaching themes to fully realize the site's importance.

Create a Unique Identity

The industrial heritage along the Central Waterfront is evident across Potrero Point and many neighboring sites. Once these developments are complete, most visitors will perceive them as a continuous fabric of the city, yet each has a unique story to tell. For continuity, the exhibits at the Power Station should share some interpretive methodologies with neighboring sites, yet visitors shall be made aware of historical boundaries to create a unique identity and sense of place.

Reveal the Past

Continuous growth has yielded many changes to Potrero Point over time. With technological advances, the site infrastructure has evolved to support its inhabitants and will continue to do so. Even during its tenure as a functioning power station, many prominent structures were replaced by more relevant ones. Upon completion of the Power Station development, many of the site's past historic resources will not be physically available for storytelling. Where appropriate and feasible, these elements shall be revived in interpretive features like paving patterns, site markers, exhibit panels, repurposed artifacts and other artistic techniques intended to show what is no longer there. Additionally, any retained historic resources shall be interpreted within the exhibit program.

Echo the Diversity

A diverse array of visitor types will come to the Power Station—those with different interests, time constraints, learning styles, capabilities, ages, cultures, etc. The site will have a heterogeneous mix of offerings and experiences and the exhibit methodologies will be equally varied to provide interpretation for all of its users and visitors.

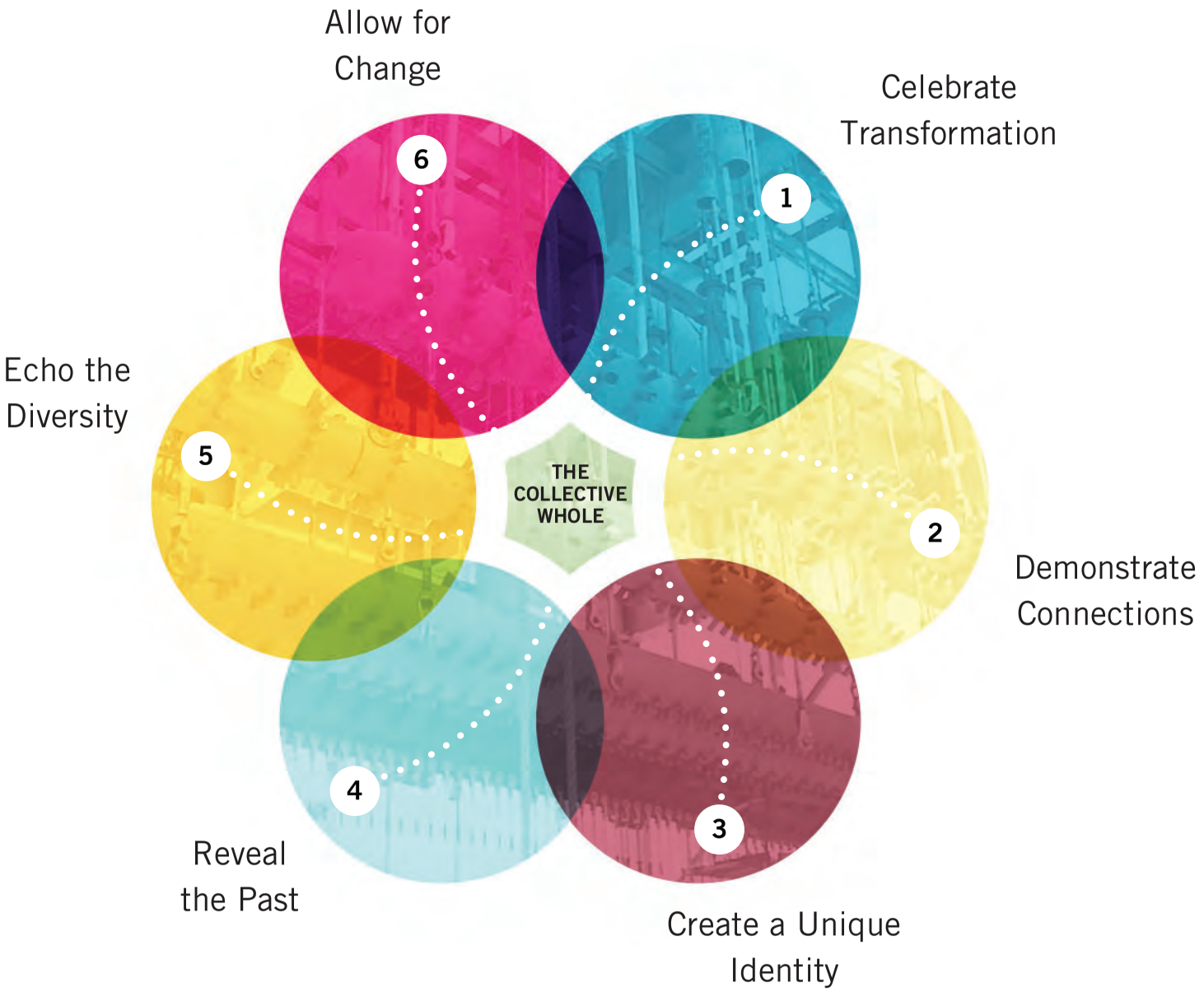
Allow for Change

The site has transformed throughout its history and is expected to continue evolving. Permanent interpretive features should have the capacity to be augmented with opportunities for further storytelling, adding points of view and even reinterpreting history if society's views change. The site will include multi-purpose programmable areas, which potentially allow an ongoing dialogue about its history, as well as facilitated interpretive events, such as changing exhibits or the display of archaeological features that may be uncovered during site excavation.

The Collective Whole

It is unlikely that each interpretive experience could individually satisfy all of these tenets. Interpretive designers should attempt to satisfy as many of these tenets as possible per experience and consider whether other goals have or will be met by other experiences.

Figure 2.1.1 Interpretive Experiential Goals



2.2 Visitor Flow and Interpretive Locations

At the Power Station, visitors will enter the site from different points, and come with unique destinations and interests. Controlling the sequence and depth of each visitor's interpretive experience is not possible. However, learning can be optimized by establishing a hierarchy of experiences designed to direct individuals from one destination to another.

Figure 2.2.1 demonstrates potential pedestrian paths of travel through the site. Though typical behavior might be from west to east along primary corridors, an indefinite number of visitor pathways may be assumed. Using an aleatoric approach, a random experience for organic discovery of stories is embraced, while providing structure in the hierarchy of experiences, painting stories across the site. Thus, interpretive exposure for the largest variety of visitor types is maximized, offering a unique and novel experience for each person.

This method of interpretive organization is referred to as "hub and spoke". A central hub of interpretive information provides an overview of all of the site's stories, as shown on Figure 2.2.2. It feeds (and conversely is fed by) interpretive features across the site. Such features may take the form of larger interpretive features or smaller "breadcrumbs" collected by wanderers.

The hub and spoke approach, along with a hierarchy of interpretive experiences, will also be employed at adjacent sites, including the Pier 70 project and Crane Cove Park. This continuity allows visitors across multiple sites to place individual site stories into a larger context to better appreciate the significance of the sites, individually and collectively.

CONSIDERATIONS

2.2.1 The Hub

Create a central interpretive hub to educate and inspire travel to alternate points on the site. This hub shall be placed in a prominent, open space area and shall give an interpretive overview of the site, as well as direct visitors to other locations to continue their interpretive journey.

2.2.2 Interpretive Hierarchy

At geographically-appropriate locations, employ a diverse range of interpretive features, organized into a hierarchy of experience types with varying depths, fed from and to the hub. This will allow learning experiences for all visitor types.

2.2.3 Visitor Paths

In the layout of interpretive experiences on site, embrace random paths of travel, yet provide a visible organization of stories. This will allow each visitor to have a novel experience and still find the information they may be seeking.

2.2.4 Collective Experience

Design individual elements to paint a larger interpretive picture by demonstrating connections to other interpretive elements on site. By providing these connections, visitors will better understand the context of a particular story within the site.

2.2.5 Connect to Adjacent Sites and Blue Greenway

Connect the Power Station interpretive stories to adjacent sites and the Blue Greenway through shared interpretive methodologies and content references that provide context between the sites.

2.2.6 Site Introduction

At each major point of site entry, consider the use of a site introduction. This will help delineate site boundaries to create a unique site identity. These elements should give a brief overview of the historical significance of the site and may be tied to other site identification and orientation information. At each minor point of entry, consider the use of a smaller site boundary marker to identify historical property lines.

2.2.7 Breadcrumbs

Consider the regular use of light interpretive elements—or "breadcrumbs"—across the site to help lead visitors from one experience to another. Increase the density along the "wiggle" pedestrian zone to help draw visitors to the waterfront.

2.2.8 The View

Though the tops of buildings are not typically considered part of the open space portions of the site, they represent a unique vantage point in which to see the extent of the site and understand what was once there, in addition to affording an opportunity to see the site within the context in which it resides. Architects should consider adding interpretive elements atop any buildings where the public may have access (especially the Rooftop Soccer Field and Unit 3).

2.2.9 Salvaged Architectural Elements

If the north façade of the Station A Machine Shop (Greek Revival Façade) and Gate House are preserved as salvaged elements, consider locating them as shown on Figure 2.2.2.

Figure 2.2.1 Interpretive Visitor Flow Diagram

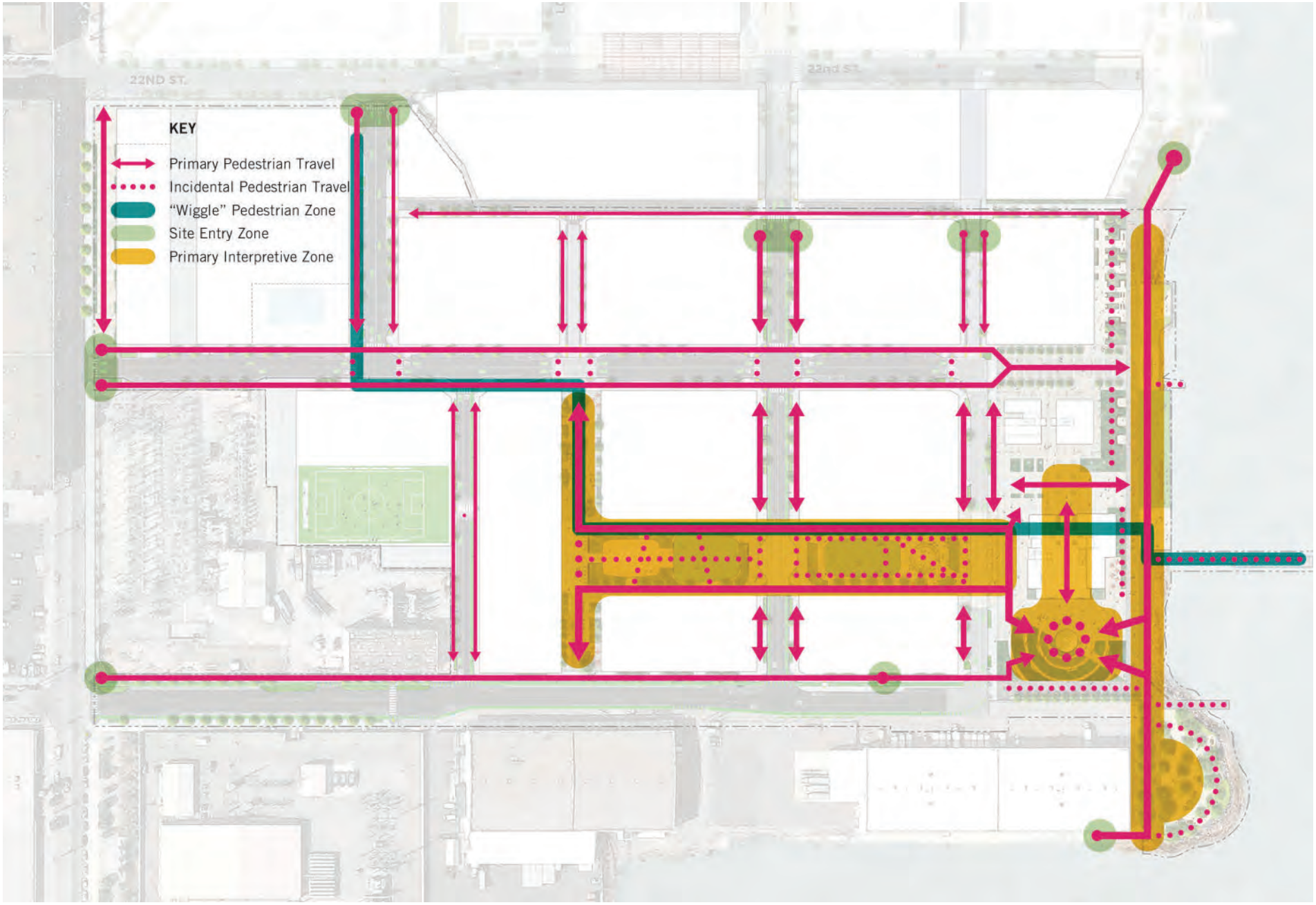
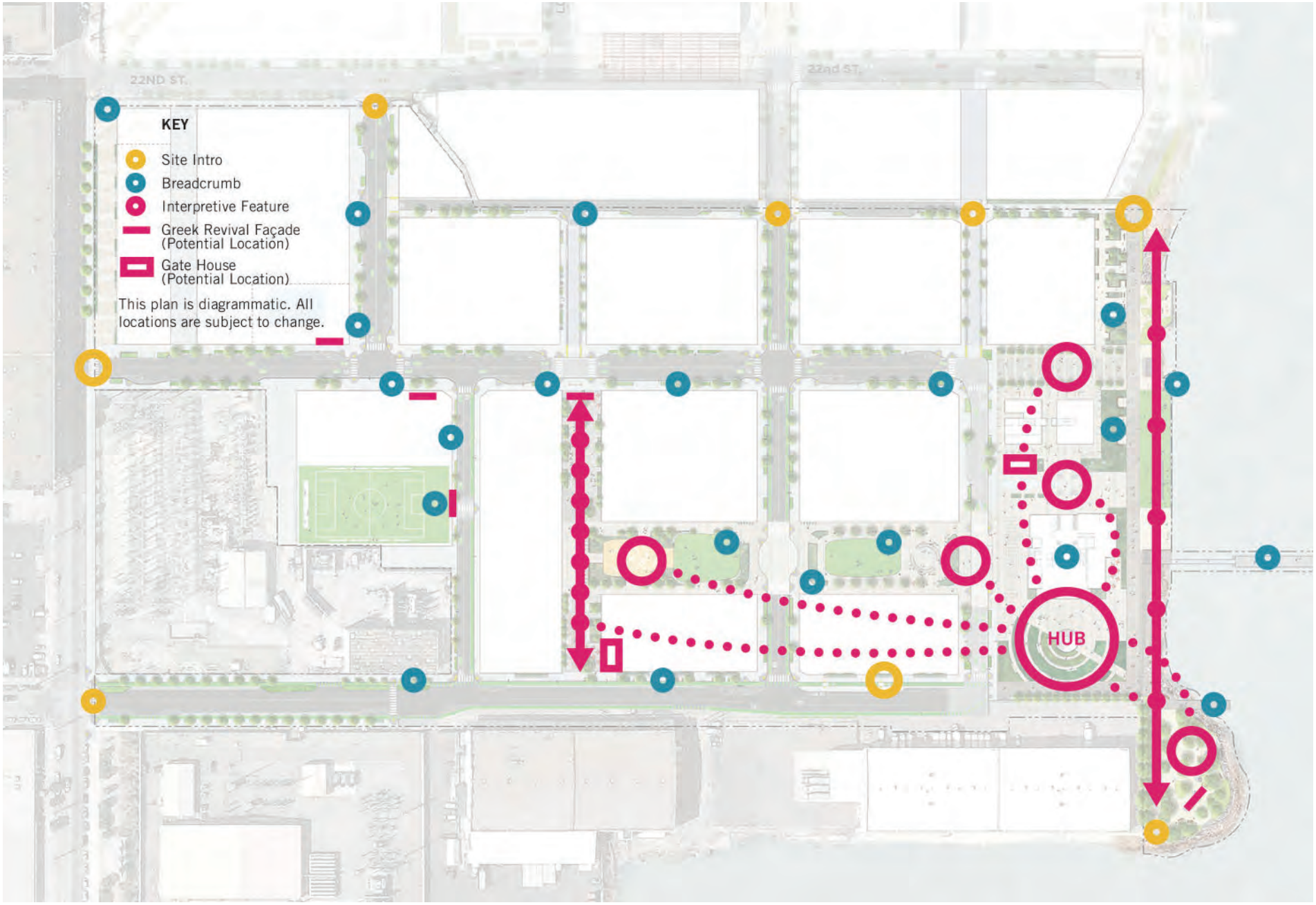


Figure 2.2.2 Interpretive Location Plan Diagram



2.3 Interpretive Production Techniques

GUIDELINES

2.3.1 Interpretive Production Techniques

Use constructed or existing site elements, if feasible, as interpretive infrastructure. This will not only produce a more integrated look, but can also reduce cost and structural interventions in a busy landscape. While each interpretive experience may employ a variety of methods to tell a story, the following family of techniques should be used when possible. See Figure 2.3.1 for precedent imagery of these techniques.

A) Etched Concrete
Text and/or diagrammatic (or halftone) images are etched into a horizontal or vertical cast concrete surface via a graphic film that is temporarily applied to the form in the casting production. When removed, this visually exposes the aggregate within the surrounding smooth finished surface wherever the graphic exists.

B) Sandblasted Surface
Text and/or diagrammatic images are sandblasted into hard surfaces (concrete, paving, boulders) via a frit masking process. This produces depth wherever the graphic occurs and may be used across a field of material or individually. This process is best-suited for irregular or already-set surfaces and may be dyed to produce additional contrast.

C) Laser-Etched Wood
Text and/or diagrammatic images are laser-etched into wood decking, benches, and other site wood surfaces (prior to delivery to the site), removing a small amount of material wherever the graphic occurs. The graphic contrast is enhanced by a slight burning of the wood. This may be used across a field of wood or individually.

D) Modified Metal
Text and/or diagrammatic images are incorporated into metal surfaces via a variety of techniques, including chemical etching, rust-resistant finishes, and screenprinting. Additionally, laser (or waterjet) cutting may be employed to shape and/or remove material.

E) Tactile Object
A cast bronze dimensional representation of an historical object (or site plan) is attached to a wayside (or other explanatory) panel, or set on its own, to provide tactile interpretation. This durable surface may have a patina (or paint) applied to match other site materials. The technique is especially relevant for those with visual disabilities.

F) Wayside
A explanatory graphic panel is mounted to an architectural surface or is freestanding to give interpretation specific to that area or adjacent building/object. This is the primary tool utilized to provide interpretive depth, where necessary. It may also be paired with other interpretive production techniques and wayfinding information.

Figure 2.3.1 Interpretive Production Techniques

a. Etched Concrete

b. Sandblasted Surface

c. Laser-Etched Wood

d. Modified Metal

e. Tactile Object

f. Wayside

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Section 3

LAND USE

3.1 Land Use Plan 46

3.2 Ground Floor Uses 50

RESIDENTIAL
COMMERCIAL
GROUND FLOOR USES
RECREATION
PARKS

Zoning and Land Use

The Power Station project will provide a mix of the uses that support the Central Waterfront neighborhood identity as a place to live, work, and create.

The district permits Residential, Office, Hotel, Life Science, Laboratory, PDR, Retail, and Entertainment, Arts, and Recreation uses. Off-street accessory parking is permitted, and off-street non-accessory parking is not permitted. Supplementing the permitted uses are standards designed to create active ground floor uses, including PDR spaces that will enliven frontages along 23rd Street, and community-oriented spaces or residences throughout the neighborhood. The district permits rooftop accessory and principal uses including Retail, Child Care Facilities, and Entertainment, Arts, and Recreation uses.

The zoning and land use controls that follow will be codified in the *San Francisco Planning Code Section 249.87*, as the Power Station Special Use District (the "SUD"). The land uses for each block are intended to create a vibrant, complete neighborhood.

As shown in the Land Use Plan (Figure 3.1.1), a variety of land uses are permitted on each block.

Uses shown in the Land Use Plan apply to all floors, including mezzanines and ground floors, unless otherwise noted. The standards focus on overall categories of use, and denote specific uses within each category that are not permitted.

3.1 Land Use Plan

STANDARDS

3.1.1 Land Use

The Power Station Project is within the Potrero Power Station Special Use District (PPS-SUD). Port-owned waterfront land is zoned P (Public) and the remainder of the site is zoned PPS–MU (Potrero Power Station–Mixed Use). All uses shall be permitted, except as listed in Table 3.1.1 as Not Permitted (NP). The uses shown in Table 3.1.1 are principal uses.

Land use categories identified in Table 3.1.1 are consistent with Planning Code definitions.

Ground floor uses shall be further regulated by Section 3.2: Ground Floor Uses.

3.1.2 Dwelling Unit Density Limit

Dwelling unit density shall not be limited by lot area. See Section 6.1.3 and 6.1.4 for dwelling unit exposure standards and residential open space requirements.

3.1.3 Required Minimum Dwelling Unit Mix

(a) No less than 30 percent of the total number of proposed dwelling units in each building or phase shall contain at least two bedrooms. Any fraction resulting from this calculation shall be rounded to the nearest whole number of dwelling units.

(b) No less than 10 percent of the total number of proposed dwelling units in each building shall contain at least three bedrooms. Any fraction resulting from this calculation shall be rounded to the nearest whole number of dwelling units. Units counted towards this requirement may also count towards the requirement for units with two or more bedrooms as described in subsection (a) above.

(c) The minimum dwelling unit mix requirement shall not apply to buildings for which 100 percent of the residential uses are designated under Planning Code as: Group Housing, Inclusionary or below-market-rate dwelling units, Single Room Occupancy (SRO) Units, Student Housing, or housing specifically and permanently designated for seniors or persons with physical disabilities, with the exception of units to be occupied by staff serving any of the foregoing residential uses.

3.1.4 Active Uses in Open Spaces

Retail Sales and Service and Entertainment, Arts, and Recreation Uses are allowed within a limited number of mobile carts and kiosks in parks and open spaces, as shown in Table 4.15.1 and discussed in Section 4.15. See Figure 4.15.1 for potential locations where mobile carts and semi-permanent kiosks are permitted.

3.1.5 Temporary Uses

Temporary Uses and Intermittent Activities (as listed in *Planning Code Sections 205.1 through 205.4*) are permitted, provided that the Temporary Uses listed in *Section 205.3* are limited to 72 hours per event, for up to 12 events per year per building.

In addition to the above, Retail Sales and Service Uses as well as Entertainment, Arts, and Recreation Uses that are permitted as a principal use pursuant to Table 249.87-1 in the PPS SUD may be authorized for a period of up to 180 days as a Temporary Use.

3.1.6 Outdoor Activity Areas

Outdoor Activity Areas are permitted.

Table 3.1.1 * Permitted Uses

Power Station Blocks (As Shown in Figure 3.1.1)	**Residential Uses**	**Institutional Uses**	**Retail Sales and Service Uses**	**Non-Retail Sales and Service (including Office Uses)**	**Entertainment, Arts, and Recreation Uses**	**PDR Uses**	**Parking Garage, Public**	**Laboratory Uses**	**Life Science Uses**	**Utility and Infrastructure**
Block 1	P	P(1)	P(2)(7)(16)	P(8)	P(3)(9)	P(5)	P(14)	NP	NP	NP(12)
Block 2	NP	P(1)	P(2)(7)(16)	P(13)	P(3)(9)	P(5)	NP	P(13)	P(13)	NP(12)
Block 3	NP	P(1)	P(2)(7)(16)	P(13)	P(3)(9)	P(5)	NP	P(13)	P(13)	NP(12)
Block 4	P	P(1)	P(2)(7)(16)	P(8)	P(3)(9)	P(5)	NP	NP	NP	NP(12)
Block 5	P	P(1)	P(2)(7)(16)	P(8)	P(3)(9)	P(4)(6)	P(14)	NP	NP	NP(6)(12)
Block 6	Block Omitted from Land Use Plan									
Block 7	P	P(1)	P(2)(7)(16)	P(8)	P(3)(9)	P(5)	NP	NP	NP	NP(12)
Block 8	P	P(1)	P(2)(7)(16)	P(8)	P(3)(9)	P(5)	NP	NP	NP	NP(12)
Block 9	P	P(1)	P(10)(16)	P(8)	P(3)(11)	P(5)	NP	NP	NP	NP(12)
Block 10	Block Omitted from Land Use Plan									
Block 11	NP	P(1)	P(2)(7)(16)	P(13)	P(3)(9)	P(4)	NP	P(13)	P(13)	NP(12)
Block 12	NP	P(1)	P(2)(7)(16)	P(13)	P(3)(9)	P(4)	NP	P(13)	P(13)	NP(12)
Block 13	P	P(1)	P(2)(7)(16)	P(8)	P(3)(9)	P(4)(6)	P(14)	NP	NP	NP(6)(12)
Block 14	P	P(1)	P(2)(7)(16)	P(8)	P(3)(9)	P(5)	NP	NP	NP	NP(12)
Block 15	NP	P(1)	P(2)(7)(16)	P(13)	P(3)(9)	P(5)	NP	P(13)	P(13)	NP(12)
The Stack	NP	NP	P(2)(16)	NP	P(3)	NP	NP	NP	NP	NP(12)
Public and Private Open Space	NP	NP	P(15)	NP	NP	NP	NP	NP	NP	NP

* See Notes on the following page.

Table 3.1.1 Notes:

(1) Hospital is NP. P at basement, ground floor, and mezzanine only for majority Residential buildings; provided that Residential Care Facility and Child Care Facility are permitted on all floors.

(2) Hotel is NP.

(3) Livery Stables are NP.

(4) Automobile Assembly, Agricultural and Beverage Processing 1, Arts Activities, Business Services, Catering, Light Manufacturing, Metal Working, Trade Shop, Wholesale Sales are P at the basement level, ground floor, 2nd floor, and mezzanine only. Other PDR Uses are NP.

(5) Agricultural and Beverage Processing 1, Light Manufacturing, Arts Activities, Business Services, Catering, Trade Shop Wholesale Sales are P at the basement level, ground floor, 2nd floor, and mezzanine only.

(6) Public Utility Yard and Storage Yards are P.

(7) P at the basement level, ground floor, mezzanine, and 2nd floor only; on Blocks 2, 3, 11, 12, and 15, and Block 9 if Block 9 is majority non-residential, Bar, Tourist Oriented Gift Store, Specialty Grocery, Gym, Liquor Store, Limited Restaurant, General Restaurant, Instructional Service, and Retail Personal Service Uses are P on rooftops; other Retail Uses are NP on rooftops.

(8) P at the basement level, ground floor, and mezzanine only.

(9) P at the basement level, ground floor, mezzanine, and 2nd floor; on Blocks 2, 3, 11, 12, and 15, and Block 9 if Block 9 is majority non-residential, Arts Activities, General Entertainment, Nighttime Entertainment, Open Recreation Area, Outdoor Entertainment, and Passive Outdoor Recreation Uses are P on rooftops; other Entertainment, Arts, and Recreation Uses are NP on rooftops.

(10) Hotel is P. Bar, Tourist Oriented Gift Store, Specialty Grocery, Gym, Liquor Store, Limited Restaurant, General Restaurant, Instructional Service, and Retail Personal Service Uses are P on rooftops; other Retail Uses are NP on rooftops. Only one rooftop bar shall be permitted on Block 9. If building is majority Residential, P at the basement level, ground floor, mezzanine, 2nd floor and 3rd floor only.

(11) If building is majority non-residential, P on all floors and rooftop, provided that only Arts Activities, General Entertainment, Nighttime Entertainment, Open Recreation Area, Outdoor Entertainment, and Passive Outdoor Recreation Uses P on rooftops; other Entertainment, Arts, and Recreation Uses are NP on rooftops. If building is majority Residential, P at the basement level, ground floor, mezzanine, 2nd floor, and 3rd floor only.

(12) Wireless Telecommunications Services (WTS) Facility, Macro and Wireless Telecommunications Services (WTS) Facility, Micro are P.

(13) Consistent with the Phasing Plan of the Development Agreement, one or more of Blocks 2, 3, 11, 12, or 15 must be deed restricted for Life Science/ Laboratory Uses.

(14) Up to one District Parking Garage is permitted but not required and may be located only on Block 1, 5, or 13. The maximum amount of parking that may be located in the Garage is subject to the parking maximums for the Project as built, less the amount of parking that is developed in each individual building. The maximum height of the Parking Garage shall be 90 feet. The rooftop of the District Parking Garage shall be used as a publicly accessible recreational sports field.

(15) Only Carts and Kiosks are permitted.

(16) Self Storage uses are conditionally permitted.

Figure 3.1.1 Land Use Plan

Notes:

1. Non-Retail Sales and Services Uses and/or Life Science/Laboratory Uses are permitted on Blocks 2, 3, 11, 12 and 15 consistent with the Phasing Plan of the Development Agreement. Per the Phasing Plan, at least one of these Blocks must be deed restricted for Life Science Uses.

3.2 Ground Floor Uses

Engaging and accessible uses are encouraged on the ground floors of buildings. To encourage movement through the site from the existing Dogpatch neighborhood to Waterfront Open Spaces, a vibrant retail core will exist along Humboldt Street. Beginning with a neighborhood-serving grocery use near the entrance of the site, residents, employees, and guests alike will continue along the street to both neighborhood-serving retail and experiences more boutique in nature as one approaches the water's edge.

STANDARDS

3.2.1 Measuring Frontages

Frontages shall be measured in linear feet.

3.2.2 Measuring Corners

A Corner shall consist of the first 30 feet extending from the intersection of two right-of-ways or a right-of-way and an open space along the frontage of a building.

3.2.3 Active Use Frontages

To create pedestrian and visual activity at the ground floors of buildings, Active Uses shall occur on frontages within the site as shown in Figure 3.2.1. Ground floor Residential and Office uses meeting certain requirements described below qualify as a permitted Active Use. With the exception of space for parking and loading access, building egress, and access to mechanical systems, space for the following "Active Uses" must be provided within the first 25 feet minimum of building depth on the ground floor for 100 percent of the shaded Active Use, Priority Retail and Priority PDR frontage zones identified in Figure 3.2.1, except where a different depth is described below:

- Retail, Sales and Service Use (including 1,000 square foot or smaller "Micro-Retail" uses, which can have a depth of 10 feet from the street, as opposed to the standard depth of 25 feet). See Section 6.17 for additional considerations regarding the development of Active Use space.
- PDR Use.
- Institutional Use. Social Spaces shall be provided at the front of the building, oriented toward the street, within at least the first 15 feet of building depth.
- Entertainment, Arts, and Recreation Use.
- Lobbies up to 40 feet wide or 25 percent of building frontage, whichever is larger.
- Up to 50 percent of the building frontage may contain accessory mail rooms and bicycle storage rooms with direct access to the street or lobby space and Non-Retail, Sales and Service Use (including Office Use). Social Spaces shall be provided at the front, oriented toward the street, within at least the first 15 feet of building depth.
- Residential Uses. Includes dwelling units and Social Spaces accessory to Residential Uses that have direct access to a street or public open space.

All Active Uses must have a Transparent Frontage per Standard 6.9.5, Transparent Frontage.

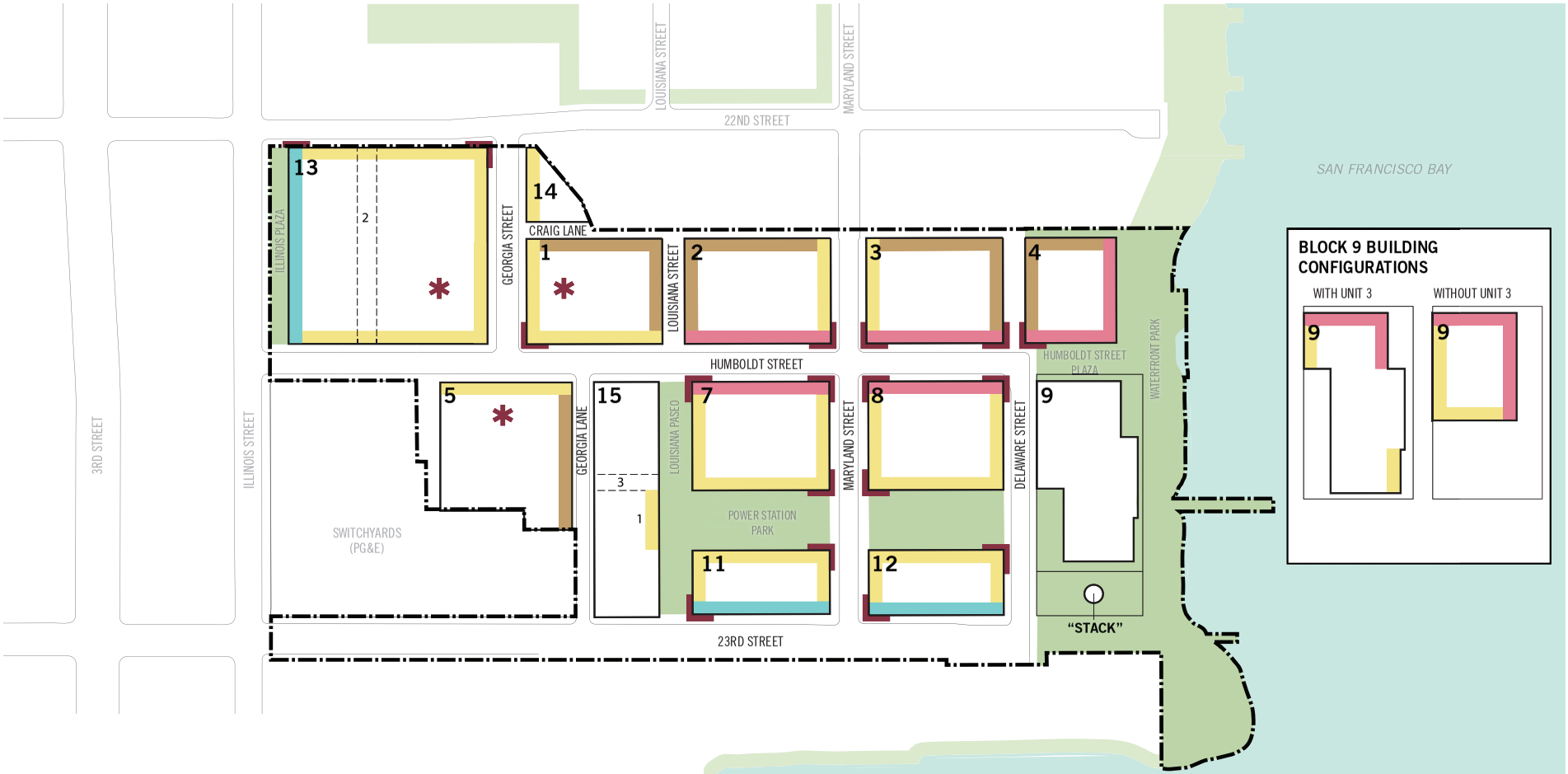
3.2.4 Priority Retail Frontages

A minimum of 50 percent of the Active Uses in the Priority Retail Frontages shown in Figure 3.2.1 shall be limited to Retail Sales and Service Use to a depth of 40 feet.

3.2.5 Priority PDR Frontages

A minimum of 75 percent of the Active Uses in the Priority PDR Frontages shown in Figure 3.2.1 shall be limited to PDR uses to a depth of 40 feet, except that if Childcare and/or Community Facilities are provided within the subject Priority PDR Frontage(s), then a minimum of 50 percent of the Active Uses shall be PDR.

Figure 3.2.1 Ground Floor Uses



Priority Retail Frontage
Priority PDR Frontage
Active Use Frontage[1]
Active Lane Frontage
Active Corner
Mid-Block Alley[2]/Mid-Block Passage[3]
Publicly Accessible Open Space
Project Site Boundary
Potential Build-To Line
Potential Grocery Store Location

0' 100' 200' 400'

WARM WATER COVE PARK

Notes:

1. If Station A is damaged so severely that 30 percent or less of the walls listed in 6.14 remain, then Active Frontage will apply to north, east, and south façades, and Active Lane Frontage would apply to west façades. See also Standard 6.14.6.
2. Block 13 Mid-Block Alley Conceptual Location. Exact location of Mid-Block Alley is to be determined during design of Block 13. See Section 6.3 and Appendix A.12. Active Lane Frontage is required on both sides of Mid-Block Alley.
3. Block 15 Mid-Block Passage Conceptual Location. Exact location of Mid-Block Passage is to be determined during the design of Block 15. See Section 6.3 and Appendix A.6.

3.2.6 Active Lane Frontages

Active Lane Frontages shall contain Active Lane Uses for at least 20 percent of the subject building Frontage. Minimum depth requirements do not apply to this Frontage zone. Active Lane Uses include all those listed in Standard 3.2.3, Active Use Frontages, as well as the following:

- Building inset of at least 4 feet in depth at the ground floor for pedestrian amenities, including permanent, semi-permanent, and movable furnishings such as tables, chairs, umbrellas; and
- Public Art, such as a wall mural, at least 15 feet in height measured from ground level.

3.2.7 Accessory Uses

All ground-floor uses are permitted to provide accessory uses in up to 1/3 of their gross square footage.

3.2.8 Transformer Vaults

For any building with a frontage greater than 75 feet in length, transformers shall be located within a vault within the ground-floor building frontage with direct access to the sidewalk.

3.2.9 Active Corners

Street Corners are an important node of urban life, naturally resulting from crossroads, and providing an opportunity for people to gather, pause, and select a new path. Specific Corners are highlighted in Figure 3.2.1 as "Active Corners," requiring a higher level of publicness and activity to create opportunities for public interaction with buildings and wayfinding between different nodes within the site and beyond. Locations indicated as Active Corners are required to provide, for a minimum of 30 feet of the frontage from each Corner, either a Retail Sales and Service Use; Entertainment, Arts, and Recreation Use; or Community Facility Use; which comprise a subset of Active Uses per Standard 3.2.3. See Section 6.10 for a more detailed discussion of Active Corner guidelines.

CONSIDERATIONS

3.2.10 Active Uses on Humboldt Street and Power Station Park

Consider locating Active Uses comprised of Non-Retail Sales and Services, and Lobby uses on Frontages other than those directly adjacent to Humboldt Street, Power Station Park, or Louisiana Paseo.

3.2.11 PDR Frontages

Consider locating Social Spaces such as communal kitchens or employee breakrooms of PDR Uses within the first 15 feet of building depth.

Section 4

OPEN SPACE

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Future Buildings at Pier 70

Open Space

The Power Station's open spaces feature vibrant community parks and plazas, opportunities for active recreation, and iconic waterfront destinations. A vital stretch of San Francisco's historic waterfront, closed to the public for over 100 years, will be re-invigorated and opened up for all to enjoy.

Destination open spaces, along with inviting, neighborhood-focused spaces, will provide diverse public amenities and recreational opportunities for workers, residents, and visitors. These new open spaces will complement and enrich the network of existing and planned open space in Dogpatch and the Central Waterfront.

The Waterfront Open Spaces at the Power Station will be a destination that includes diverse programming to encourage a variety of experiences along the waterfront, emphasizing views to the Bay. Park designs will feature the 300-foot-tall Stack, an iconic structure that underscores the site's industrial past as a power plant. The design of a new civic space at Stack Plaza will enhance its status as a prominent landmark and encourage visitors to linger. Natural areas of Bay shore-adapted plants will alternate with urban social areas at a variety of scales. Preserved elements of the site's industrial heritage will be showcased, connecting people to the Bay and contributing to the future health of its human and ecological communities.

A set of public, urban open spaces at Power Station Park and Louisiana Paseo will provide recreational and fitness activities, informal play, opportunities for casual social interaction, and space for outdoor gatherings and performances. A publicly accessible rooftop soccer field will provide additional space for organized sports. Refer to Figure 4.1.1 for the location of open spaces at the Power Station.

This section prescribes key features, values, and relationships that will define the qualities and functions of each open space that are essential to creating a unique, and vibrant urban open space network.

4.1 Open Space Network

The open space network is a fundamental part of the urban design and identity of the Power Station. A series of open spaces, located along the waterfront and at the center of the neighborhood, provide a well-rounded variety of social and recreational opportunities. In total, open space comprises approximately 24 percent of the total project area—6.9 out of 29 acres.

The open space network is made up of ten open space areas, as shown in Figure 4.1.1. The Waterfront Open Spaces are further divided into four distinct open space areas: The Point, Stack Plaza, Block 9 Open Spaces (Including Turbine Plaza and Unit 3 Entry Plaza), and Humboldt Street Plaza. Waterfront Park includes the Blue Greenway and all of the spaces between the Blue Greenway and the Bay shore, exclusive of the Point, as well as all of the ancillary spaces west of the Blue Greenway and bounded by Delaware Street that are not designated as part of any other open space area.

The Waterfront Open Spaces, at approximately 3.6 acres, will feature an urban edge, with shopping, dining, and public seating areas facing onto the Blue Greenway. The Blue Greenway will be punctuated by a series of overlooks, plazas, and native planting zones. Together, the waterfront open spaces will form a cohesive whole that acknowledges the site's industrial past, while looking to a future for the Bay that prioritizes responsible planning and ecological wellbeing.

The project's stretch of the Blue Greenway will link seamlessly with the portion planned for Pier 70 to the north and to the greater Blue Greenway system. The series of integrated waterfront open spaces associated with the Blue Greenway will include: Humboldt Street Plaza, Block 9 Open Spaces (Including Turbine Plaza and Unit 3 Entry Plaza), Stack Plaza, the Point, and associated features, such as Bay overlooks, terraces, and multipurpose lawn areas. A potential recreational dock may provide water access and contribute to the Metropolitan Transportation Commission (MTC) Water Trail network.

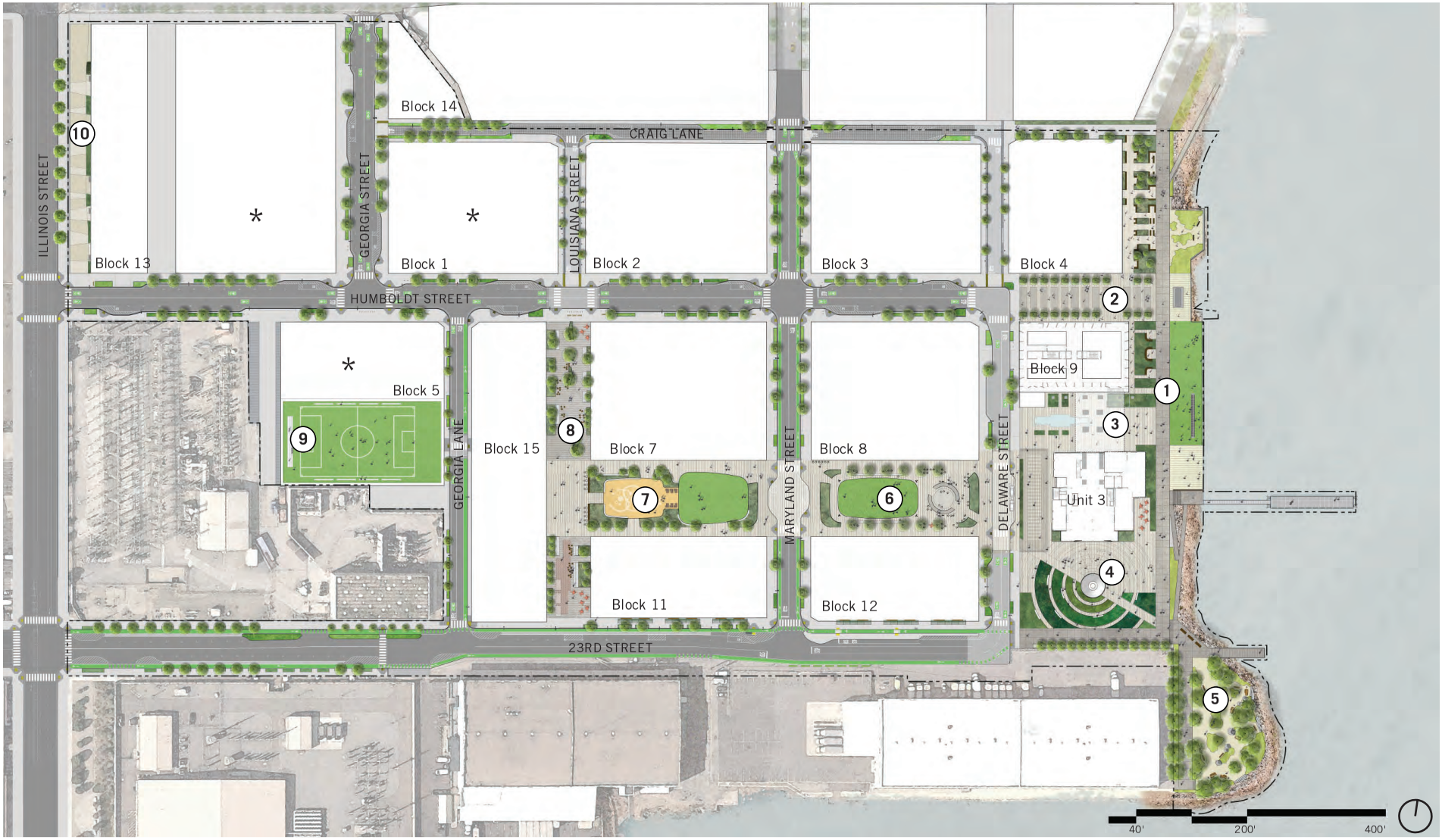
At the heart of the neighborhood, Power Station Park will include opportunities for fitness, active and passive recreation, and casual social interactions. The two blocks of Power Station Park, at about 1.2 acres, will have distinct programs and elements, but will also be linked by common features and materials. Louisiana Paseo (0.7 acres) will provide flexible-use urban plaza spaces and car-free pedestrian areas connecting the neighborhood's retail and residential uses with the open space program.

A rooftop soccer field on top of the District Parking Garage (if developed), at 0.7 acres, will provide a publicly accessible Under-10 sized soccer field.

All of these open spaces will be carefully integrated with adjacent ground-floor uses of the blocks and buildings to create delightful, welcoming, active, and unique places.

Open space at the Power Station will conform to BCDC and Public Trust requirements where applicable. All open spaces will provide active, distinctive programming to attract visitors and create a lively network of well-loved public spaces along San Francisco's waterfront.

Figure 4.1.1 Location Map of Open Spaces



1. Waterfront Open Spaces: Section 4.16-4.19
2. Humboldt Street Plaza: Section 4.24
3. Block 9 Open Space: Section 4.22-4.23
4. Stack Plaza: Section 4.21
5. The Point: Section 4.20
6. Power Station Park East: Section 4.28
7. Power Station Park West: Section 4.29
8. Louisiana Paseo: Section 4.30
9. Rooftop U-10 Soccer Field: Section 4.31
   * Rooftop Soccer Field will be at the District Parking Garage, which may be at Block 1, Block 5, or Block 13
10. Illinois Street Plaza: Section 4.32

4.2 Open Space Systems

While the Power Station's open spaces each have their own distinct character and unique elements, a common set of systems and principles is standard across the open space network, constituting a unified set of aesthetic, functional, and structural elements. Standards and guidelines specific to each open space are described in the relevant sections (4.16 through 4.33). Sections 4.3 through 4.15 provide general standards and guidelines that apply to all open spaces.

Figure 4.2.1 View of the Power Station Looking Northwest

4.3 Resilience and Adaptation

The Waterfront Open Spaces at the Power Station will balance the goal of maximizing public access to the Bay with the reality of "living with the Bay" in the face of future sea level rise. Figure 4.3.2 depicts the portions of the waterfront that will be adapted for sea level rise inundation, and those that will be designed to accommodate temporary coastal flooding events. In the adaptation plan, approximately 5 percent, or 0.3 acres (14,000 sf), of open space area will be lost under a model that assumes approximately 6 feet of sea level rise, which is projected to occur by 2100.

Finished grade elevations of the Waterfront Open Spaces will be determined based on sea level rise projections for the year 2100 to ensure that accessible paths of travel and all major program areas will remain free of coastal flooding.

STANDARDS

4.3.1 Grading Design Criteria

Waterfront Open Spaces shall be graded consistent with the requirements of the Infrastructure Plan. The Blue Greenway design elevation shall be above the current 100-year coastal flood elevation plus 6 feet of sea level rise inundation. Where existing structures require accommodation at a lower elevation, such as the Stack, ADA-compliant access shall be provided.

A recreational floating dock is permitted but not required. If provided, the floating dock for the recreational dock shall be constructed with steel pipe guide piles. The piles allow the dock to float up and down with water levels in the Bay, up to 7.3 feet above the 100-year coastal flood elevation.

The lower deck of the recreational dock shall be designed with piles that will allow for construction of a higher deck on top of the lower deck in the future. The lower deck and piles shall be designed with capacity for additional weight of the future adapted higher deck and associated concrete frame. The pathway to the lower deck shall be reconstructed at a higher elevation as part of the higher deck adaptation.

Figure 4.3.1 Projected Sea Level Rise of 3.5 feet and 6 feet with Existing Site Topography

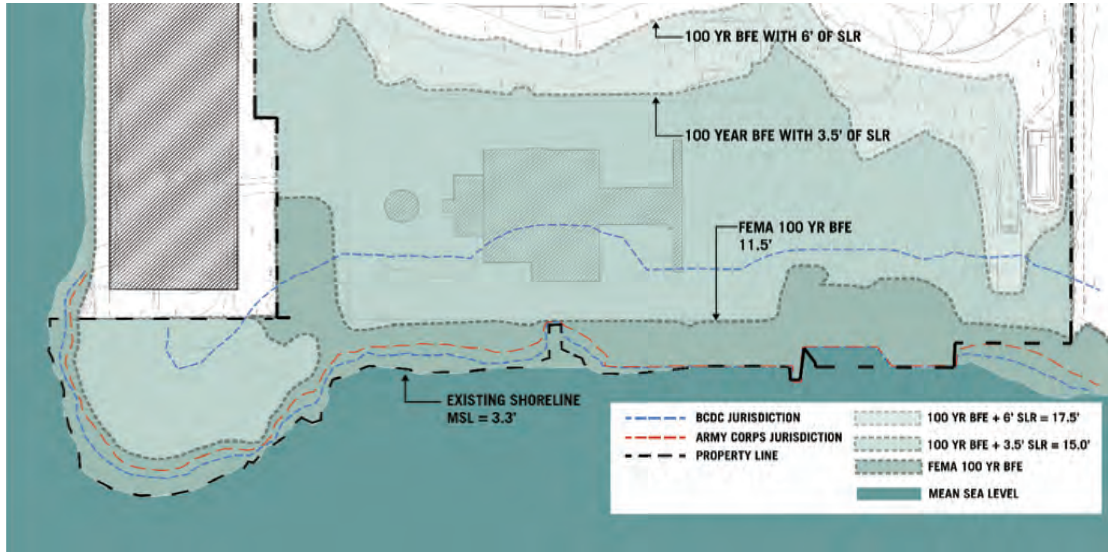


Figure 4.3.2 Projected Sea Level Rise of 3.5 feet and 6 feet with Proposed Grading and Seawall

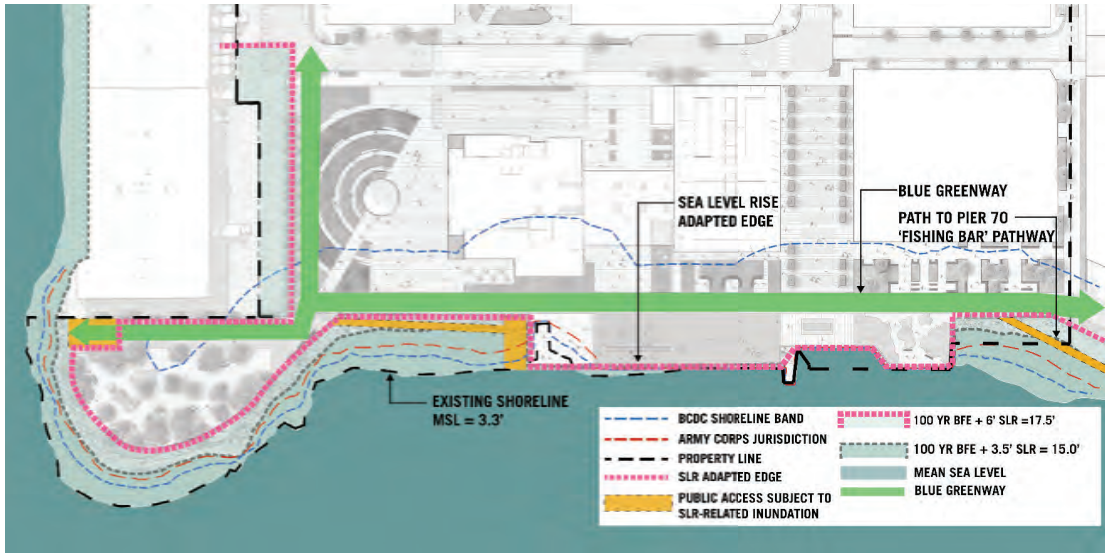
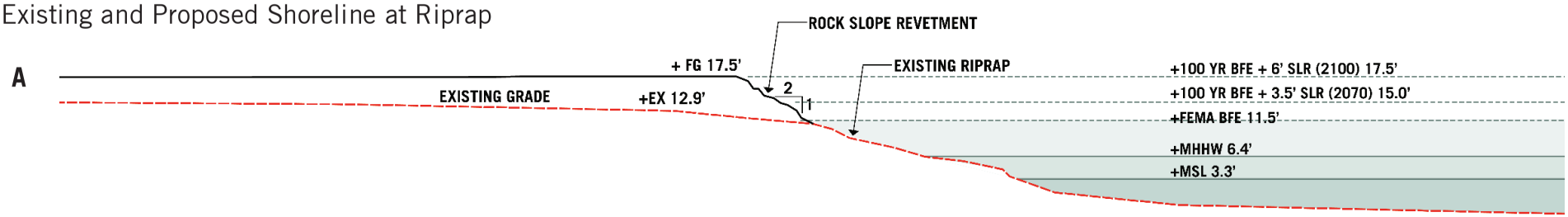
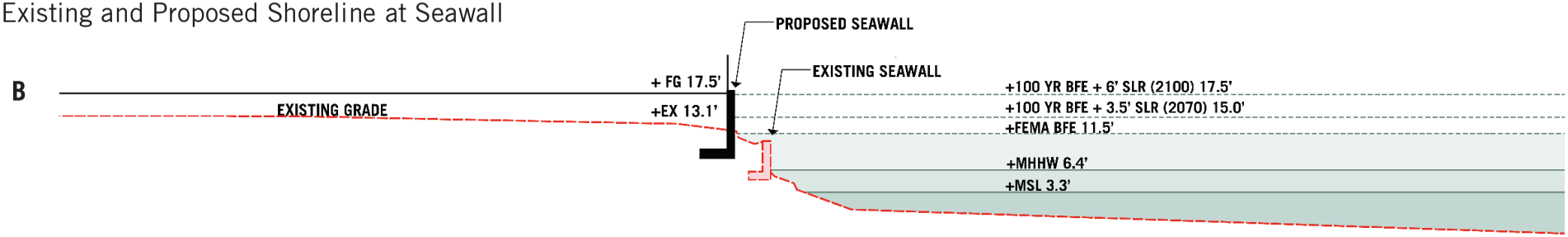


Figure 4.3.3 Typical Existing and Proposed Shorelines at Riprap and Seawall

Existing and Proposed Shoreline at Riprap



Existing and Proposed Shoreline at Seawall



Legend:

FEMA Federal Emergency Management Agency
BFE Base Flood Elevation
MHHW Mean Higher High Water
MSL Mean Sea Level
SLR Sea Level Rise

4.4 Open Space Pedestrian Circulation

The open spaces at the Power Station will play an integral role in the neighborhood's overall pedestrian network, connecting streets to parks and bringing people to the waterfront. The open spaces will give residents and visitors intuitive, generous, and clear routes through a diverse set of parks and plazas. Standards and guidelines regarding pedestrian circulation are located within the controls for the Power Station's specific open spaces. Please see Sections 4.17.1, 4.20.1, 4.21.2, 4.22.1, 4.24.1, 4.26.1, 4.26.2, 4.28.3, and 4.30.1.

Figure 4.4.1 Example Pathway Conditions

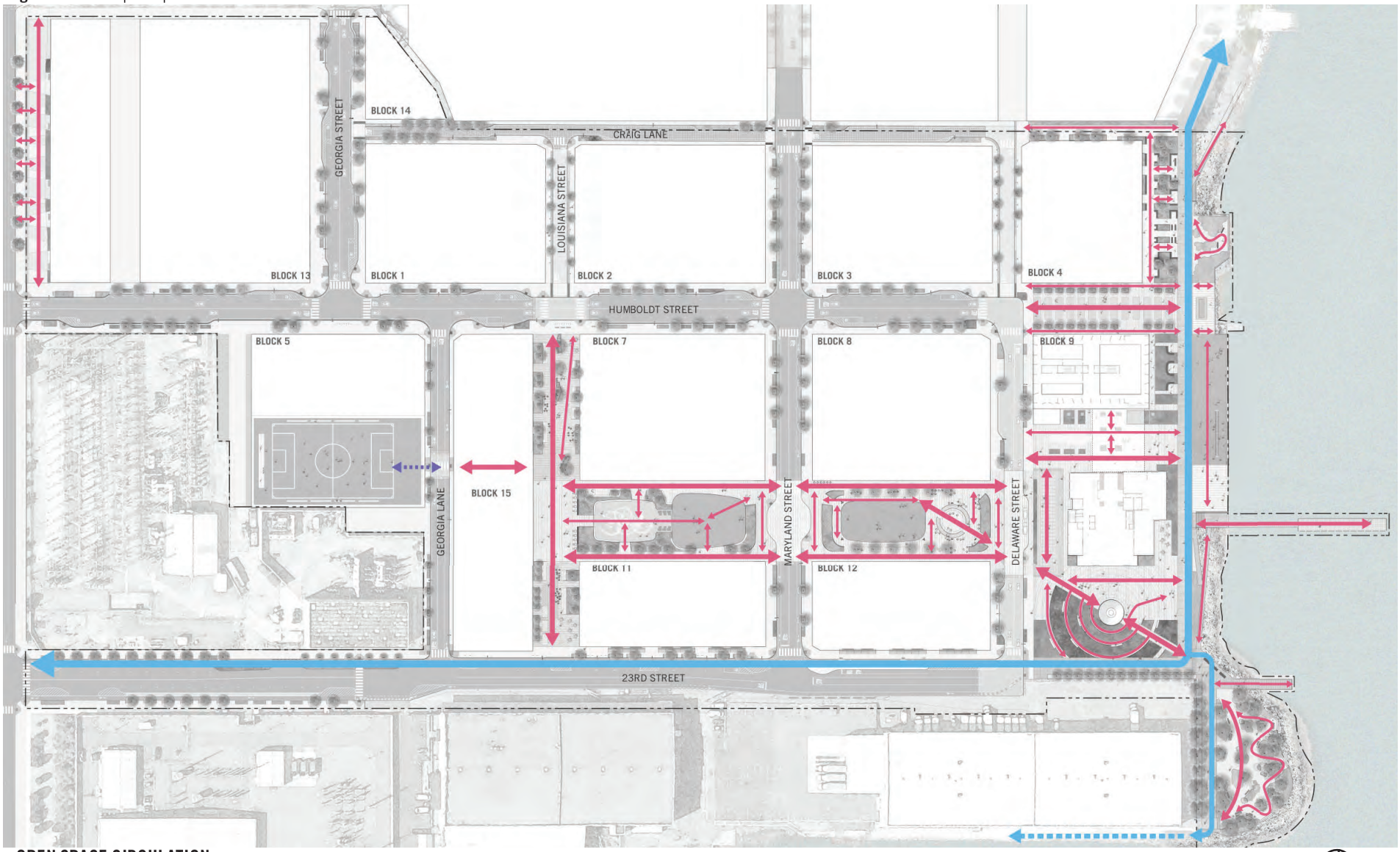
Ample pedestrian walkways with furnishings and amenities.

Park edge path open to central field.

Plaza edge with generous seating and wide paths of travel.

Waterfront promenade with generous proportions and multiple seating types.

Figure 4.4.2 Open Space Circulation Overview



OPEN SPACE CIRCULATION

Legend

- Primary Pedestrian Circulation
- Blue Greenway
- Blue Greenway (Potential Future Continuation by Others)
- Public Access to Rooftop Soccer Field (See Section 6: Buildings)

40' 200' 400'

4.5 Urban Forest in Parks and Open Space

Trees within the Power Station's open spaces will help achieve the project's goals for a sustainable and healthy environment. The composition and distribution of a diverse, adaptive urban forest will create a resilient ecological framework to shape varied sensory experiences across the site and provide waterfront and urban habitat.

Trees will provide shade, reduce the urban heat-island effect, and provide shelter for birds and other wildlife.

As trees are some of the most functional and iconic elements in the landscape, careful selection is important in creating a successful urban forest.

The following standards and guidelines apply only to areas outside of the public right-of-way within Privately Owned Publicly Accessible Open Spaces (POPOS). Standards and guidelines for street trees can be found in Sections 5.11 and 5.12.

STANDARDS

4.5.1 Urban Forest Composition

Selected species shall generally conform to the baseline for species diversity and distribution shown in Figure 4.5.1. Species selection must also comply with SFPW requirements (and Port requirements, in Port-owned areas).

4.5.2 Tree Installation and Establishment

A) Minimum Installation Size: Trees shall be installed at a minimum box size of 24 inches.

B) Soil Composition: Tree planting soil for backfill within tree pits shall be sandy loam soil and amended as required to provide a healthy and fertile root zone.

C) Tree Staking: Manufactured wood or steel staking systems shall be used to stake trees as required during the establishment period if prevailing wind conditions threaten stability of new planting.

D) Clear Trunk: Requirements for clear trunk, the measurement between ground level and first branching, shall be achieved within five years of installation. Branches shall not interfere with Pedestrian Throughway as defined in Section 5.2 of this D4D (minimum 84-inch clearance measured from ground surface). At designated fire access clear zones, maintain mandated minimum fire truck vertical clearance of 13 feet and 6 inches (measured from roadway surface).

E) Establishment Period: Centrally controlled automatic drip irrigation shall be provided to each tree for establishment irrigation for a minimum of three years. Following that period, tree irrigation may be reduced or eliminated. Minimize potable water use for irrigation (see Section 4.8.1).

GUIDELINES

4.5.3 Tree Species Selection

Tree species should be selected and located based on a combination of their aesthetics and their ecological performance benefits related to improved air quality, stormwater retention, biodiversity and habitat creation, carbon sequestration, and benefits related to public health and comfort.

Tree species for each open space should be selected in consultation with a certified arborist. Species should conform to the aesthetic and performance requirements in Figure 4.5.2 and to the irrigation requirements described in Section 4.8. Power Station tree species should be selected using the following criteria:

- Drought tolerance.
- Non-invasive.
- Proven long-term durability (20- to 30-year life span) in the region.
- Tolerance of urban conditions such as compacted soils and air pollution.
- Resistance to disease and blight.
- Medium to high density branching structure that will provide shade.
- Ability to adapt to predicted future temperature increases related to climate change.
- Non-fruiting and free of significant seed pods.
- Wind Tolerance. Wind-tolerant species are those that can survive and thrive in windy conditions without significant root and branch damage or deformation.
- Habitat value. At least 25% of trees should be selected to provide habitat opportunities for birds and insects.

Note: Consult www.SFplantfinder.org for tree selection tools.

4.5.4 Soil Volume

Trees in the public realm should have adequate soil volume and water infiltration to allow for healthy tree growth.

4.5.5 Tree Maintenance

A) Pruning

Trees in the public realm should be pruned yearly to sustain long-term health and to maintain desired growth pattern.

B) Water Application

Determine appropriate water application after establishment (minimum of three years) in consultation with a certified arborist's comprehensive review of tree health on the site. Monitor water application. Only use non-potable water for irrigation, per Section 4.8.1.

CONSIDERATIONS

4.5.6 Soil Volume

Where feasible, continuous soil volumes connecting multiple tree wells below paving is recommended. Structural soil systems or structural cell systems are recommended for this application, if permitted by SFPW and SFPUC.

4.5.7 Tree Species Selection

Trees that provide habitat opportunities for birds and other small wildlife are encouraged.

Figure 4.5.1 Urban Forest Diversity Planting Zones in Open Space

URBAN FOREST DIVERSITY

Planting Zones

- Power Station Park
- Louisiana Paseo
- Waterfront Park and The Point
- Humboldt Street Plaza, Craig Lane Paseo, and Block 9 Open Spaces

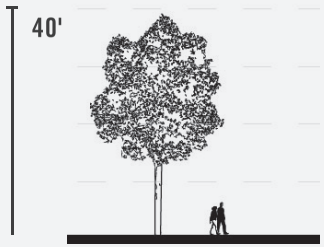
Tree criteria for each zone are given in Figure 4.5.2.

Figure 4.5.2 Tree Aesthetic and Performance Criteria by Planting Zone

WATERFRONT PARK AND THE POINT

- Large-canopy evergreen tree (to 50+ feet tall at maturity)
- Minimum 24-inch box at installation
- Iconic character; picturesque, sculptural form
- Windbreak and specimen tree
- Tolerances: high-wind tolerance; tolerant of coastal environment; healthy in paving and/or lawn (select as appropriate for design concept); tolerant of high pedestrian traffic
- Low water usage
- Minimal root disruption when planted in paving
- Recommended species:
  Monterey Cypress [*Cupressus macrocarpa*];
  New Zealand Christmas Tree [*Metrosideros excelsa*];
  Red-Flowering Gum [*Corymbia ficifolia*]; Lemon Eucalyptus [*Corymbia citriodora*];
  Brisbane Box [*Lophostemon confertus*]; Coast Live Oak [*Quercus agrifolia*];
  Cork Oak [*Quercus suber*]

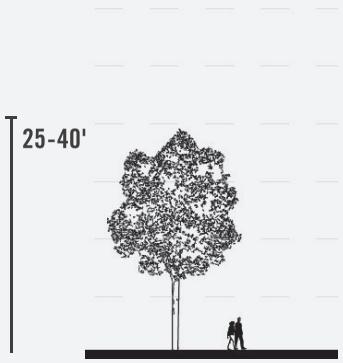
HUMBOLDT STREET PLAZA, CRAIG LANE PASEO, BLOCK 9 OPEN SPACES



- Medium to large evergreen or deciduous tree (40 feet tall at maturity)
- Minimum 24-inch box at installation
- Upright, narrow form
- Tolerances: high wind tolerance; tolerant of part- to full-shade conditions; healthy in paving
- Low water usage
- Minimal root disruption when planted in paving
- Recommended species: Brisbane Box [*Lophostemon confertus*]; African Fern Pine [*Afrocarpus gracilior*]; Chinese Flame [*Koelreuteria bipinnata*]; Catalina Ironwood [*Lyonothamnus floribundus*]; Holly Oak [*Quercus ilex*]; Cork Oak [*Quercus suber*]; Soap Bark [*Quillaja saponaria*]

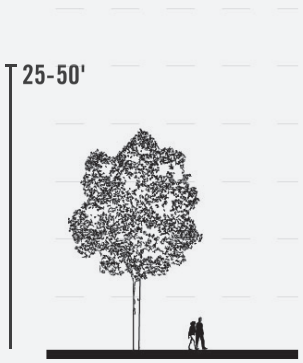
*All tree heights given in this figure indicate expected sizes at maturity.

POWER STATION PARK



- Primary size: Small to medium evergreen or deciduous tree (25 to 40 feet tall at maturity)
- Secondary Size: Large specimen tree with picturesque form used to punctuate and identify key spaces and provide landmark feature (40 feet or taller at maturity)
- Minimum 24-inch box at installation
- Use upright or narrow form trees when planting close to buildings
- Use deciduous species where winter sun exposure is desirable
- Tolerances: medium to high wind tolerance; tolerant of part shade to deep shade; tolerant of coastal environment; healthy in paving
- Low water usage
- Recommended species: Melaleuca [*Melaleuca quinquenervia*]; African Fern Pine [*Afrocarpus gracilior*]; Chinese Flame [*Koelreuteria bipinnata*]; Catalina Ironwood [*Lyonothamnus floribundus*]; Holly Oak [*Quercus ilex*]; Cork Oak [*Quercus suber*]; Soap Bark [*Quillaja saponaria*]; Coast Live Oak [*Quercus agrifolia*]; Water Gum [*Tristaniopsis laurina*]; Olive [*Olea europaea*]; Strawberry Tree [*Arbutus x Marina*]; Peppermint Tree [*Agonis flexuosa*]; Carob Tree [*Ceratonia siliqua*]; Australian Willow [*Geijera parviflora*]; Sweet Hakea [*Hakea suaveolens*]

LOUISIANA PASEO



- Medium to large evergreen or deciduous tree (to 50 feet tall at maturity)
- Secondary Size: Large specimen tree with picturesque form used to punctuate and identify key spaces and provide landmark feature
- Minimum 24-inch box at installation
- Use upright or narrow form trees when planting close to buildings
- Tolerances: medium to high wind tolerance; tolerant of part to full shade; healthy in paving
- Minimal root disruption when planted in paving
- Low water usage
- Recommended species: Brisbane Box [*Lophostemon confertus*]; Lemon Eucalyptus [*Corymbia citriodora*]; Primrose Tree [*Lagunaria patersonii*]; Catalina Ironwood [*Lyonothamnus floribundus*]; Holly Oak [*Quercus ilex*]; Coast Live Oak [*Quercus agrifolia*]

4.6 Planting, Ecology, and Habitat

Planting design is a key element that can add ecological and habitat value to open space design. Ground-level planting within the Power Station's open spaces will be integrated with active use of the park and planted with resilient native, climate-appropriate and climate-adaptive, non-invasive species that perform ecologically and aesthetically.

GUIDELINES

4.6.1 Plants: Site and Program Specificity

Plant species should be selected for their adaptability to particular site conditions and programmatic needs of each space, including foot traffic and active and passive uses.

4.6.2 Plants: Water Use

Specify low water-use plants. Use climate-adapted species.

4.6.3 Invasive Plants

Use native or non-invasive species. Non-native invasive plants should not be used.

4.6.4 Plant Selection

At least 50% of understory plants should be California and San Francisco native plants, and include pollinator species. Trees, understory, and stormwater garden plants should contribute functionally and aesthetically to the overall design concept and experience of the Power Station's open spaces. See Figure 4.6.2 for an example shrub and groundcover palette. See Section 4.7 for suggested stormwater garden plant palettes.

CONSIDERATIONS

4.6.5 Plant Selection

Trees and plants should contribute to the goal of biodiversity and increased habitat value. Species with habitat value include those that provide nectar and fruit for insects and birds, and shelter for birds. Plant selection and design should also contribute to the goal of reducing the carbon footprint of the project.

4.6.6 Recycled Water and Plant Selection

When using recycled water in irrigation, select plants that can tolerate the salinity levels of the recycled water, which may be higher than potable water. Consult the California Department of Water Resources (www.ca.gov) for guidance and a recommended list of plants with high tolerance of salt in irrigation water.

4.6.7 Plants: Interpretation and Education

Consider integrating interpretive elements into planting design, to engage and educate visitors about the value of diverse native plant communities.

Figure 4.6.1 Native Coastal Planting

Figure 4.6.2 Example Shrub and Groundcover Palette*

Seaside Daisy [*Erigeron glaucus*]

Coast Buckwheat [*Eriogonum latifolium*]

Yarrow [*Achillea millefolium*]

Beach Strawberry [*Fragaria chiloensis*]

Salvia species

Sticky Monkey-flower [*Mimulus aurantiacus*]

Pacific Coast Iris varieties

California Fuchsia [*Epilobium canum*]

Leafy Reed Grass [*Calamagrostis foliosa*]

Wild Rye [*Leymus condensatus*]

California Lilac [*Ceanothus* 'Yankee Point']

Baccharis pilularis 'Pigeon Point'

Arctostaphylos 'Point Reyes'

California Sagebrush [*Artemisia californica*]

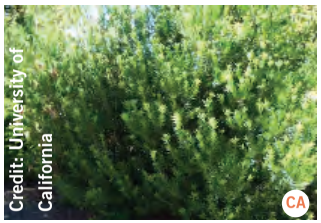
Hummingbird Sage [*Salvia spathacea*]

Arctostaphylos varieties

Ceanothus - shrub varieties

Toyon [*Heteromeles arbutifolia*]

California Coffee Bush [*Rhamnus californica*]



Pacific Wax Myrtle [*Myrica californica*]

CA CALIFORNIA NATIVE SPECIES

SF SAN FRANCISCO NATIVE SPECIES

*Refer to sfplantfinder.org for additional plant species that support biodiversity.

4.7 Stormwater Management

The Power Station's landscapes and building systems will be designed to work together to conserve, reuse, and filter water.

The project will be designed to integrate Low Impact Development (LID) strategies and green infrastructure to achieve compliance with San Francisco Stormwater Management Ordinance (SMO). LID strategies will include reducing stormwater runoff from impervious surfaces by integrating landscaping, permeable surfaces, rainwater harvesting and green roofs. Stormwater management facilities include primarily plant-based treatment measures, such as bioretention areas, including rain gardens, flow-through planters and green roofs. Infiltration may also be considered, but it is anticipated that the low infiltrating soils and documented underlying environmental contamination will challenge the feasibility of permeable pavement use as a stormwater measure on site. The green infrastructure will treat, reuse, or infiltrate stormwater and reduce volume and runoff rates prior to discharging to the Bay or the downstream system.

The project stormwater management system includes areas with a combined sewer system, which combines stormwater with other wastewater and sends it to wastewater treatment facilities prior to discharge to the bay, and other areas with a Separated Storm Drain System, which maintains stormwater runoff in a separate system that discharges directly to the Bay. The delineation of these areas is depicted on Figure 4.7.1. The stormwater management performance requirements for each of these areas are generally described below. Refer to section 16.1 of the Infrastructure Plan for additional information. Treatment and reduction of run-off as a result of said green infrastructure will prevent pollutants from washing into the Bay and reduce the project's impacts on the City's downstream system. Co-benefits, such as urban greening, improved air quality, biodiversity, and reduced urban heat island effect, can be provided by implementing LID and green infrastructure.

Site hydrology will be considered in the design of open spaces and streets in a systematic way, with green infrastructure as an integrated part of the public realm. Bioretention treatment areas (including stormwater treatment gardens & bioswales) will be seamlessly incorporated into the spatial, topographical, and circulation design of the Power Station's open spaces.

The standards, guidelines, and considerations in this section apply to open space areas, as well as streets. See Section 5.13 for stormwater management standards and guidelines that apply only to streets.

STANDARDS

4.7.1 Stormwater Management

Stormwater Control Plans will be provided to the San Francisco Public Utilities Commission (SFPUC) for review and approval.

4.7.2 Stormwater Treatment Area Requirements:

A) Localized Treatment

Required treatment volume for each street and open space shall be accommodated and located as close to the source as possible, unless stormwater can be treated in centralized locations.

B) Minimum Treatment Footprint Area and Performance Requirements

Minimum stormwater treatment footprint areas noted in the Infrastructure Plan shall be provided for treatment of impervious surfaces in each open space as well as potential watershed-scale treatment in large feature gardens around the Stack. Stormwater facilities shall conform to applicable performance and area requirements per the Infrastructure Plan, Chapter 16.

4.7.3 Stormwater Management Plant-Based Facility Design

Stormwater gardens within open spaces shall adhere to accessibility and safety standards. If directly adjacent to a pedestrian area, the top of the planted surface shall be no greater than 18 inches below the surface of adjacent paving. Design of stormwater gardens shall be integrated into the design of open spaces. See Figures 4.7.2 for ways to integrate stormwater landscaping into open spaces.

GUIDELINES

4.7.4 Stormwater Management

A) General

The public realm at the Power Station should include stormwater management for impervious areas within the open space network. The stormwater runoff from impervious surfaces will be directed to primarily plant-based stormwater management features, such as bioretention elements, including rain gardens and flow-through planters.

Figure 4.7.1 Stormwater Management and Conceptual Layout of Bioretention Treatment Areas

STORMWATER MANAGEMENT

Bioretention Zones

40' 200' 400'

Bioretention Treatment Areas - Conceptual Layout

Boundary Between Combined Sanitary Sewer Areas and Separate Storm Drain Areas

B) Conceptual Management Strategy: Separated Storm Drain Areas

Within the Separated Storm Drain Areas of the project, stormwater treatment should be handled through plant-based treatment facilities integrated into the open spaces and streets. The treatment facilities will include specific localized treatment areas distributed throughout the open space and street areas. The treatment facilities will be centralized where feasible, which may include larger stormwater gardens around the Stack, and in Power Station Park, to which runoff is conveyed by gravity or force main for treatment. Figure 4.7.1 illustrates the conceptual management strategy.

C) Conceptual Management Strategy: Combined Sewer Areas

Within the Combined Sewer Areas of the project, stormwater volume and rate reductions for the open space and streets should be achieved. This should be handled through a combination of plant-based stormwater management integrated into the open spaces and streets as well as credits achieved by excess volume and rate reductions from the buildings within the Combined Sewer Area. Figure 4.7.1 illustrates the conceptual management strategy.

4.7.5 Stormwater Management Plant-Based Facility Plant Selection

Use native and non-invasive plants that tolerate wet and dry conditions and are adapted to coastal climate. Refer to SFPUC-approved list of stormwater plants at SFplantfinder.org.

Figure 4.7.2 Precedent Images: Plant-Based Treatment Integrated into Open Space Design

CONSIDERATIONS

4.7.6 Stormwater Management Plant-Based Facility Design

Stormwater gardens may integrate interpretive elements that explain their role in Bay ecosystem health and their function as part of San Francisco's larger wastewater system as well as their co-benefits, including biodiversity and urban greening. Interpretive elements may also highlight the site's historical transformation from electrical distribution systems to green infrastructure.

Salvaged infrastructure elements from the site may be incorporated into design of stormwater treatment gardens. To encourage public use and interaction with stormwater gardens, consider incorporating pathways, boardwalks, overlooks, and/or seating into garden designs.

Figure 4.7.3 Suggested Plant Palette for Stormwater Treatment Gardens*

Wild Rye [*Leymus condensatus* 'Canyon Prince']

European Grey Sedge [*Carex divulsa*]

Field Sedge [*Carex praegracilis*]

Rush species [*Juncus*]

Elk Blue Gray Rush [*Juncus patens* 'Elk Blue']

Mat Rush [*Lomandra longifolia*]

Alumroot [*Heuchera maxima*]

Hummingbird Sage [*Salvia spathacea*]

Hummingbird Sage [*Salvia spathacea*]

Yarrow [*Achillea millefolium*]

Pacific Coast Iris varieties [*Iris tenax ssp.tenax*]

Pacific Coast Iris varieties [*Iris tenax ssp.tenax*]

Beach Strawberry [*Fragaria chiloensis*]

Monkey-flower species [*Mimulus*]

Virginia Spiderwort [*Tradescantia virginiana*]

CA CALIFORNIA NATIVE SPECIES

SF SAN FRANCISCO NATIVE SPECIES

*Refer to sfplantfinder.org for additional plant species that support biodiversity.

4.8 Site Irrigation

Irrigation is an essential element of plant health and should be incorporated into the site hydrology strategy for the Power Station.

STANDARDS

4.8.1 Site Irrigation

A) Irrigation During Plant Establishment Period

All plant species shall receive establishment irrigation for a minimum of three years. Where required, permanent irrigation infrastructure shall be provided.

B) Irrigation Efficiency

Irrigation systems shall comply with all standards in the San Francisco Water Efficient Irrigation Ordinance.

C) Recycled Water

On-site irrigation shall use non-potable water and shall comply with the San Francisco Non-Potable Water Ordinance.

D) Monitoring

Irrigation flow meters for all irrigation hydrozones shall be installed to record and monitor water use across the site.

GUIDELINES

4.8.2 Plant Species Hydrozones

Planting design should optimize irrigation efficacy by grouping plants with similar water needs into efficient irrigation hydrozones.

CONSIDERATIONS

4.8.3 Pressurized Drip Irrigation at Turf Areas

Overhead spray irrigation for turf areas should be avoided. Use of pressurized drip irrigation tubing at turf areas is recommended.

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4.9 Site Furnishing

Furnishing in the Public Open Spaces of the Power Station will help establish the identity of the district and neighborhood. Along with planting, lighting and paving, furnishing is an integral part of what makes the open space an inviting and comfortable part of the public network. The Power Station will implement a district-wide approach to furnishing that allows for variety while establishing a unified look and feel that contributes to a unique neighborhood identity.

STANDARDS

4.9.1 Seating Location

Seating shall be placed outside of the Pedestrian Throughway with a minimum of two-foot buffer (leg room) between the seat and Pedestrian Throughway. See Figure 4.9.1.

4.9.2 Outdoor Cafe and Restaurant Seating

Outdoor café and restaurant seating is allowed in all open space areas outside of the public right-of-way. For seating within sidewalks, see Section 5.14.2. Waterfront outdoor food service areas are subject to the controls in Section 4.19, while all other open space areas are subject to the standards listed in this sub-section:

Movable furnishings, including tables, chairs, umbrellas, heat lamps, planters, and other moveable furniture and fixtures, shall be permitted in open spaces adjacent to eating and drinking establishments.

- Placement of the above-mentioned furnishings adjacent to businesses must be within 20 feet of the building face and not obstruct the Pedestrian Throughway.
- Placement of the above-mentioned furnishings in open spaces shall not interfere with curb ramps, access to the building, driveways or access to any fire escapes in any way.
- The above mentioned furnishings must be removed at the end of business hours.

4.9.3 Tree Grates

Tree grates, where provided, shall be made of cast iron or steel and incorporate decorative design (see Figure 4.9.2 for example image). Tree grates shall meet ADA path-of-travel guidelines, and be flush with adjacent sidewalks and other pedestrian areas.

GUIDELINES

4.9.4 Bollards

Bollards that separate pedestrian traffic from vehicular traffic in curbless conditions should be selected and spaced to prevent automobiles from entering Pedestrian Throughways. Lighted bollards are allowed.

4.9.5 Waste Receptacles

Waste receptacles should be located at areas of high pedestrian traffic and near seating areas and picnic areas. They should be located outside of the Pedestrian Throughway. Receptacles should accommodate landfill waste, recycling, and compost. Receptacles should be rain protected, tamper and vermin proof, and possess side opening for collection.

4.9.6 Outdoor Grills

Outdoor public grills should be located at the Point. Select grills made with durable materials and finishes, such as cast iron or weathering steel. Grills should be selected for ease of maintenance. Select a standard product with readily replaceable parts.

4.9.7 Seating Character

Seating should be selected or designed to be inviting, comfortable, and accessible to all people. Benches, whether standard or custom designed, should be functional, and support a high-quality public realm. Seating materials should be chosen for suitability for high use in an urban setting, and ability to withstand the local marine environment. Seating should be constructed of durable materials, such as heavy timbers, hardwoods, cast iron, steel, and concrete.

4.9.8 Furnishing Compatibility with Third Street Industrial District

While a variety of seating and other furnishing is acceptable, effort should be made to unify individual open spaces with a cohesive family of seating and other furnishings. Furnishing should be compatible with and reflect the scale and industrial character of the district and be utilitarian in materiality and design. Interpretive elements may be incorporated into furniture design.

CONSIDERATIONS

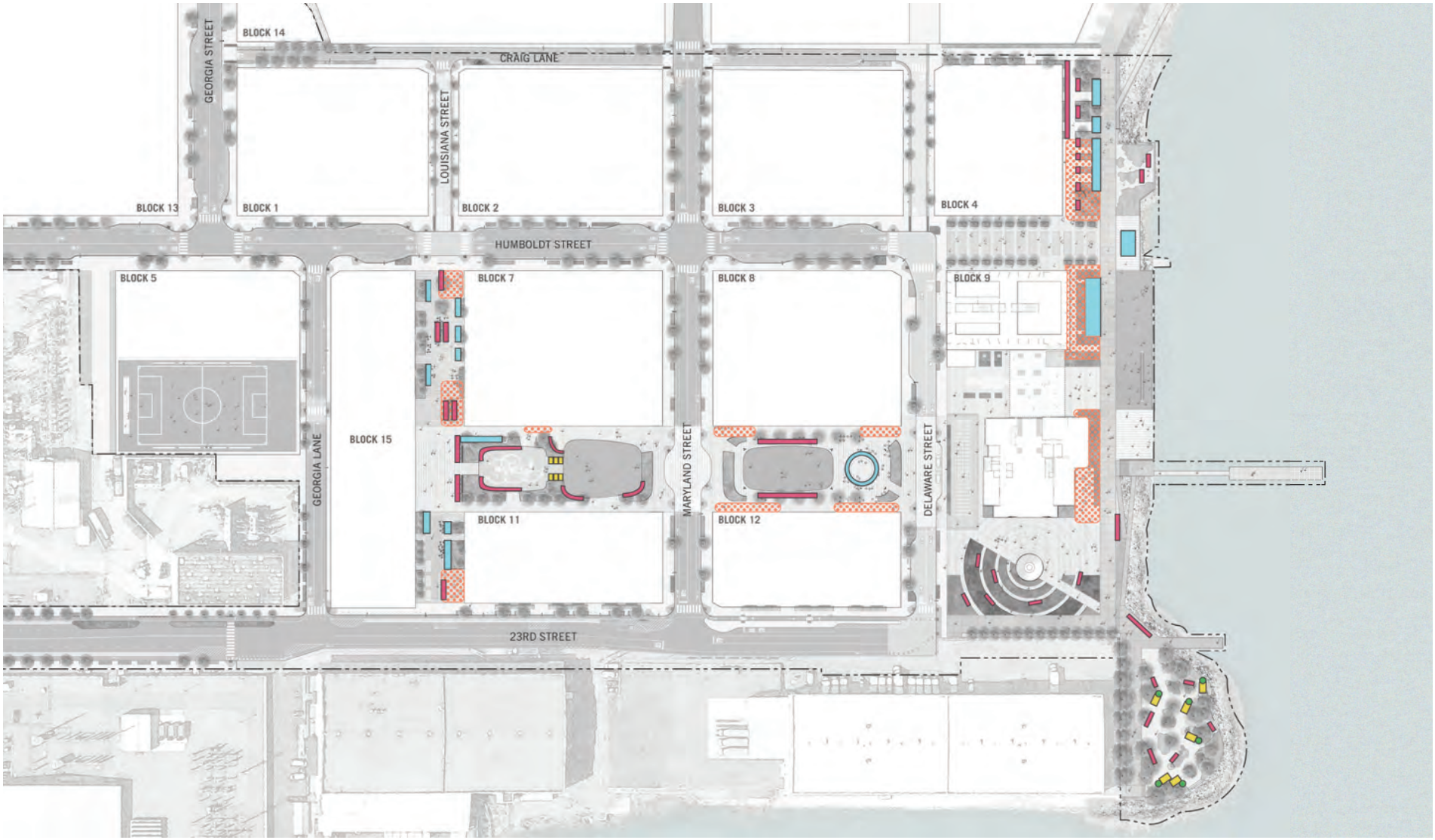
4.9.9 Furnishing - Responsible Material Use

Furnishing should incorporate sustainable materials, such as recycled metals, sustainably sourced hardwoods, and locally sourced materials.

4.9.10 Furnishing Coordination with Pier 70

Waterfront site furnishing and fixtures should be coordinated with the Pier 70 project to ensure a general sense of cohesiveness and consistency across the two projects. Fixtures and furnishing should not be identical to those of Pier 70, but belong to a similar aesthetic family.

Figure 4.9.1 Location Map of Furnishing Types in Public Open Spaces



SITE FURNISHING

Conceptual Location by Seating and Amenity Type

- Picnic Tables and Benches
- Outdoor Cafe and Restaurant Seating (Conceptual Location) See 4.9.2
- Public Bench Seating
- Special Seating (Lounge, Tiered, Platform, or Large Bench)
- Outdoor Grills

40' 200' 400'

Figure 4.9.2 Site Furnishing Character: Precedent Images

Custom cast-iron park benches, with and without backs.

Waterfront platform benches directed toward view.

Manufactured park bench with back (cast aluminum and hardwood).

Plaza platform benches.

Modular benches with backs.

Waterfront seating in durable materials.

Architectural tiered seating / lounge.

Moveable chairs.

Public grills.

Lounges.

Whimsical moveable seating.

Weathered steel bollards.

Cast-iron tree grate, ADA-compliant, in attractive modern pattern.

Picnic tables in durable materials

Waste receptacles.

4.10 Bicycle Parking

High-quality bicycle racks shall be located throughout the Public Open Spaces of the Power Station neighborhood to provide secure short-term bicycle parking for transportation-focused and recreational biking, and to express a commitment to cyclist and bicycle culture.

Bicycle Corral with circular bicycle racks.

STANDARDS

4.10.1 Bicycle Rack Placement

The location of bicycle racks will follow requirements outlined in the standards and guidelines below.

- Locate a minimum of 5 bicycle racks (10 bicycle parking spots) within or adjacent to each of the Power Station's nine open space areas.
- Bicycle racks will be located in well-lit, highly visible locations. Bicycle racks will be easy to use and conveniently located within parks and plazas adjacent to bicycle circulation routes.
- Placement shall maintain at least a 6-foot clear walkway, to comply with the ADA.
- At least 3 feet of clearance between bicycles parked at racks and any other furniture must be maintained, except other bicycle racks, which shall be placed a minimum of every 3 feet on center.
- Bicycle racks shall offer visibility to pedestrians with a minimum height of 31 inches.
- Bicycles parked at a rack shall have a minimum 1 foot clearance from utility vaults.

GUIDELINES

4.10.2 Design of Bicycle Racks

Standard SFMTA-approved bicycle racks should be installed for each open space. See Consideration 4.10.4 for considerations for artistic or custom designed racks.

CONSIDERATIONS

4.10.3 Bicycle Corrals

Bicycle corrals (pictured on this page) are encouraged where space allows.

4.10.4 Artistic and Custom Designed Bicycle Racks

Artistic bicycle racks or custom designed racks integrated with other elements are permitted so long as they adhere to the following requirements:

- Bicycle racks should be durable and practical with a design similar in function to the inverted "U" or the Welle Circular bicycle rack. Bicycle racks should be made of galvanized or stainless steel materials or cast iron. Powder-coated finishes are not allowed.
- All elements of a bicycle rack should have a minimum 2-inch diameter (or 2-inch-square tube). Racks should offer a minimum of two points of support for bicycles unless the rack can support a bicycle in two places, such as a post and ring configuration.
- Allow locking of bicycle frames and wheels with U-Locks.
- Racks should not require lifting of the bicycle.

Figure 4.10.1 Conceptual Locations for Bicycle Parking in Public Open Spaces

BICYCLE PARKING

Conceptual Locations

Conceptual Location for Bicycle Racks

40' 200' 400'

4.11 Paving and Materials

Paving is a key component that will help define the character, connectivity, and identity of the Power Station's varied open spaces. Paving strategy should be considered as an interconnected site-wide system that activates the public realm and contributes to the overall pedestrian and bicycle circulation on the site. Paving connections to surrounding streets should be carefully considered for their impact on the larger neighborhood.

STANDARDS

4.11.1 Surfacing at Tree Planting

Where trees are planted in pedestrian areas, tree well surfacing material shall be within two inches of adjacent pedestrian paving.

4.11.2 Paving: Heat Island Effect

Materials that reduce the urban heat island effect by using pavement with a Solar Reflectance Index (SRI) of 29 or higher shall be selected for use in areas that are predominantly unshaded by tree canopy or buildings.

GUIDELINES

4.11.3 Surfacing at Tree Planting

Where trees are planted in paving, surfacing material should allow air and water to reach tree roots.

4.11.4 Material Quality and Consistency

Paving and built-in site elements should be composed of high-quality materials and finishes. All materials should be durable and capable of withstanding high-intensity use in the Bay environment. All material textures in designated path-of-travel and accessible-use areas should be ADA-compliant.

4.11.5 Utilites and Paving Design

Paving design in open spaces should be coordinated with the placement of lights, light pull boxes, utilities, utility vaults, and other surface expressions of underground utilities.

4.11.6 Paving Types

Paving should be a key component that defines the character, connectivity, and extent of the Power Station's varied public realm.

A) Special Paving at Plazas

Use contrasting, high-quality paving that distinguishes plaza spaces as areas that prioritize pedestrians and encourage gathering. Plaza spaces should incorporate concrete unit pavers, stone pavers, or cast-in-place concrete with integral color and/or exposed aggregate finish. Refer to paving and materials images and descriptions in Figure 4.11.1.

B) Blue Greenway

Cast-in-place concrete with integral color and/or topcast finish is recommended for the Blue Greenway. Coordinate paving design with the Pier 70 Blue Greenway to either match or complement paving finish, color, and score pattern.

4.11.7 Character and Uniformity

Paving and hardscape elements should incorporate industrial elements and materials into the design. Design elements should use simple geometric forms, regular or repeating paving patterns and utilitarian materials such as simple masonry pavers.

CONSIDERATIONS

4.11.8 Permeable Paving

Where feasible, and where underlying soil conditions allow, permeable paving, such as pre-cast permeable concrete unit pavers may be used.

4.11.9 Wood Decking

Durable hardwood decking is allowed. Consider using wood decking at Bay overlooks and at waterfront terraces. Use sustainable forest products (FSC-certified) or recycled wood.

4.11.10 Responsible Material Use

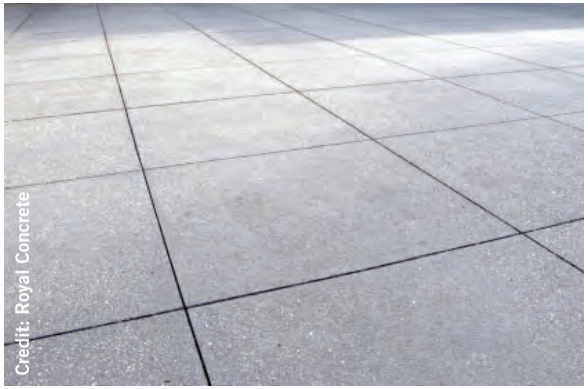
Use sustainable paving materials, including recycled, local, and sustainably sourced materials. Consider conducting a life-cycle assessment to identify embodied carbon drivers for the site and quantify reduction potential for key elements and materials. Consider opportunities for reuse of demolition waste from the site.

4.11.11 Character and Uniformity

Paving contrast may be introduced through color or geometric variation, textural variation within a single paving module, integrated lights, or juxtaposition of scale or material. Salvaged masonry units from the site's existing buildings should be included, if feasible and safe for public use.

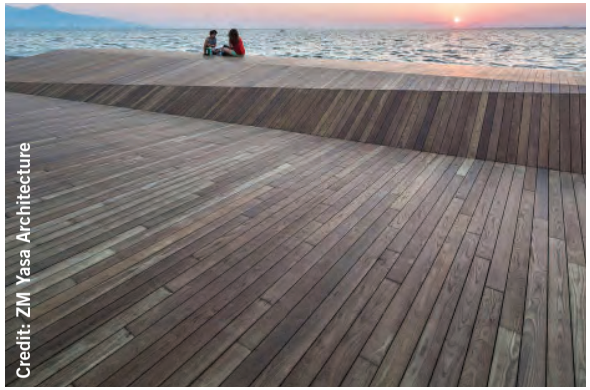
Figure 4.11.1 Example Paving Types for Open Spaces

Cast-in-place concrete with integral color and/or exposed aggregate finish.



Enhanced cast-in-place concrete with saw-cut joints.

Pre-cast concrete unit pavers and pre-cast permeable concrete unit pavers.



Wood decking made of durable hardwood appropriate for coastal conditions.

Enhanced concrete and/or pre-cast unit pavers with contrasting pattern.

Stone unit pavers.

4.12 Ground-Level On-Structure Open Space Design

Several portions of the Power Station's open spaces may be built over structured parking. These areas include Humboldt Street Plaza, Power Station Park, Craig Lane Paseo, and Louisiana Paseo (See Figure 4.12.1). If structured parking is planned beneath any of these open spaces, the following standards shall be followed to ensure that below-grade structures are designed to allow for viable landscapes in the open spaces atop these structures.

STANDARDS

4.12.1 Structural Coordination

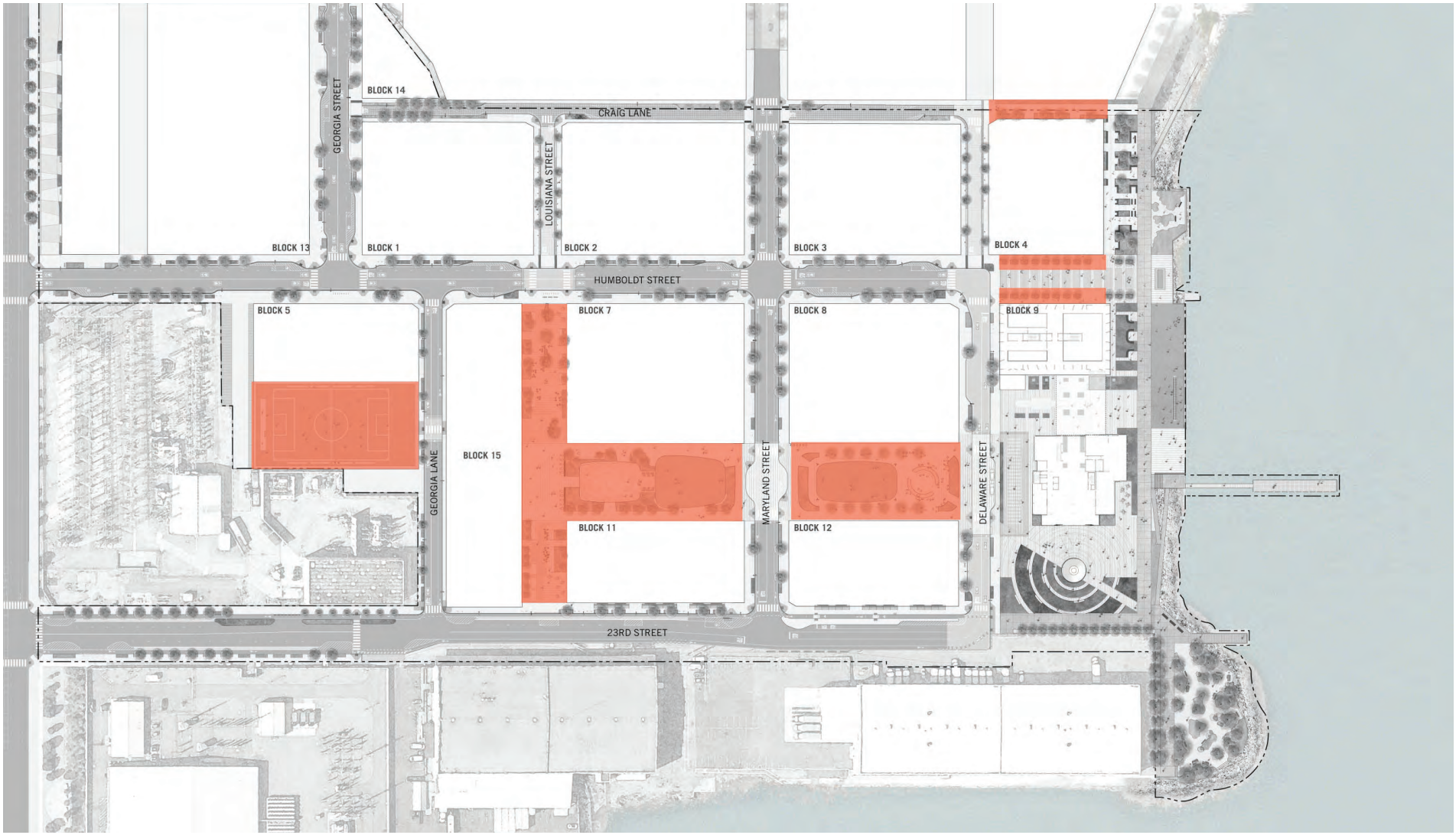
As depicted on Figure 4.12.1, there are areas where the open spaces may be built on top of structures. Structures beneath open space shall be designed and constructed to withstand and support robust and viable landscapes. Structures shall allow sufficient space between the top of the structural slab and the finished grade in the open space to allow for paving areas, ground cover planting, tree planting, drainage, footings for play structures, overhead structures, and large seating elements.

A) Structures shall accommodate 18 to 24 inches of soil depth in groundcover planting areas.

B) Structures shall accommodate 36 to 48 inches of soil depth for tree planting.

C) Structures shall be designed to withstand anticipated loading of emergency and maintenance vehicles.

Figure 4.12.1 Potential On-Structure Open Space Areas



GROUND LEVEL ON-STRUCTURE OPEN SPACE

Potential On-Structure Public Open Space

Project Site Boundary

40' 200' 400'

4.13 Wellness

Health, fitness, and wellness will be a primary focus of the Power Station's open spaces. This includes open turf areas for yoga and fitness classes, play areas for all ages, a generous waterfront trail for biking and walking, and athletic fields for a range of age groups and activities. Figure 4.13.2 depicts the health and wellness activities that are envisioned throughout Power Station open spaces.

Figure 4.13.1 Health and Wellness Precedent Images

Temporary farmer's market In open space.

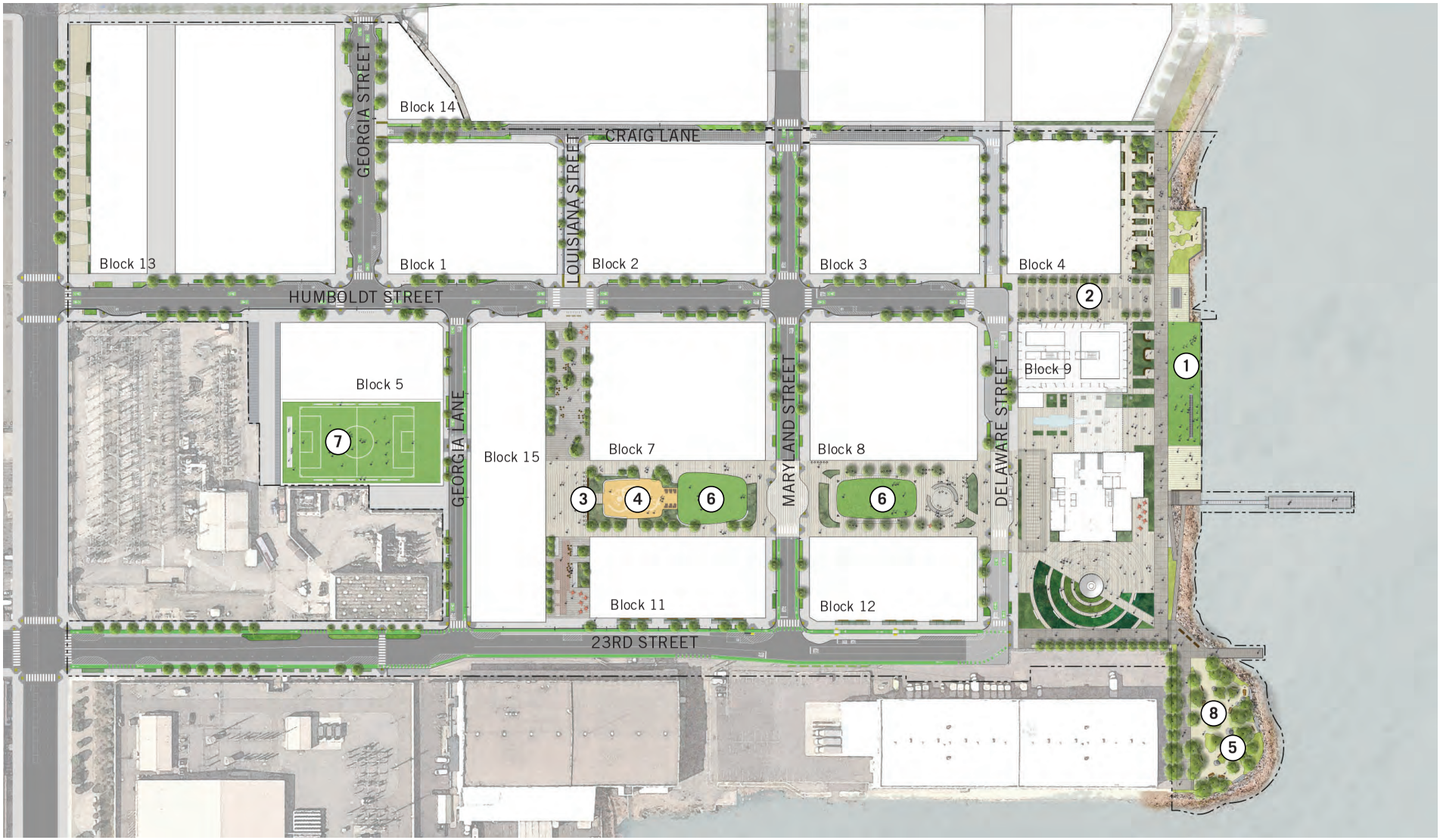
Children's playground.

Adult fitness playground.

Rooftop under-10 soccer field.

Fitness activities on lawn.

Figure 4.13.2 Health and Wellness Location Map



1. Fitness Lawn / Multi-Purpose Lawn
2. Farmer's Market Area
3. Adult Fitness
4. Children's Playground
5. Quiet Contemplation / Meditation
6. Under-6 Soccer Field / Multi-Purpose Lawn
7. Rooftop Under-10 Soccer Field
8. Nature Discovery

4.14 Public Art

The Power Station's open spaces will provide opportunities to integrate interactive art and recreational amenities that may also act as interpretive elements for the site's unique history and its sustainable future.

Public art of scale can contribute significantly to the urban design of the Power Station when placed at key locations, such as the terminus of a view corridor, to draw visitors through the public realm to a point of destination. Public art can also contribute to wayfinding by acting as a landmark and memorable feature within the public realm network.

CONSIDERATIONS

4.14.1 Public Art Locations

Permanent public art pieces may be located in Waterfront Park, the Point, Turbine Plaza, Humboldt Street Plaza, Power Station Park, and Louisiana Paseo. Suggested locations within these open spaces for public art can be found in Figure 4.14.1. Temporary public art may be located in any open space and should comply with all controls for those spaces.

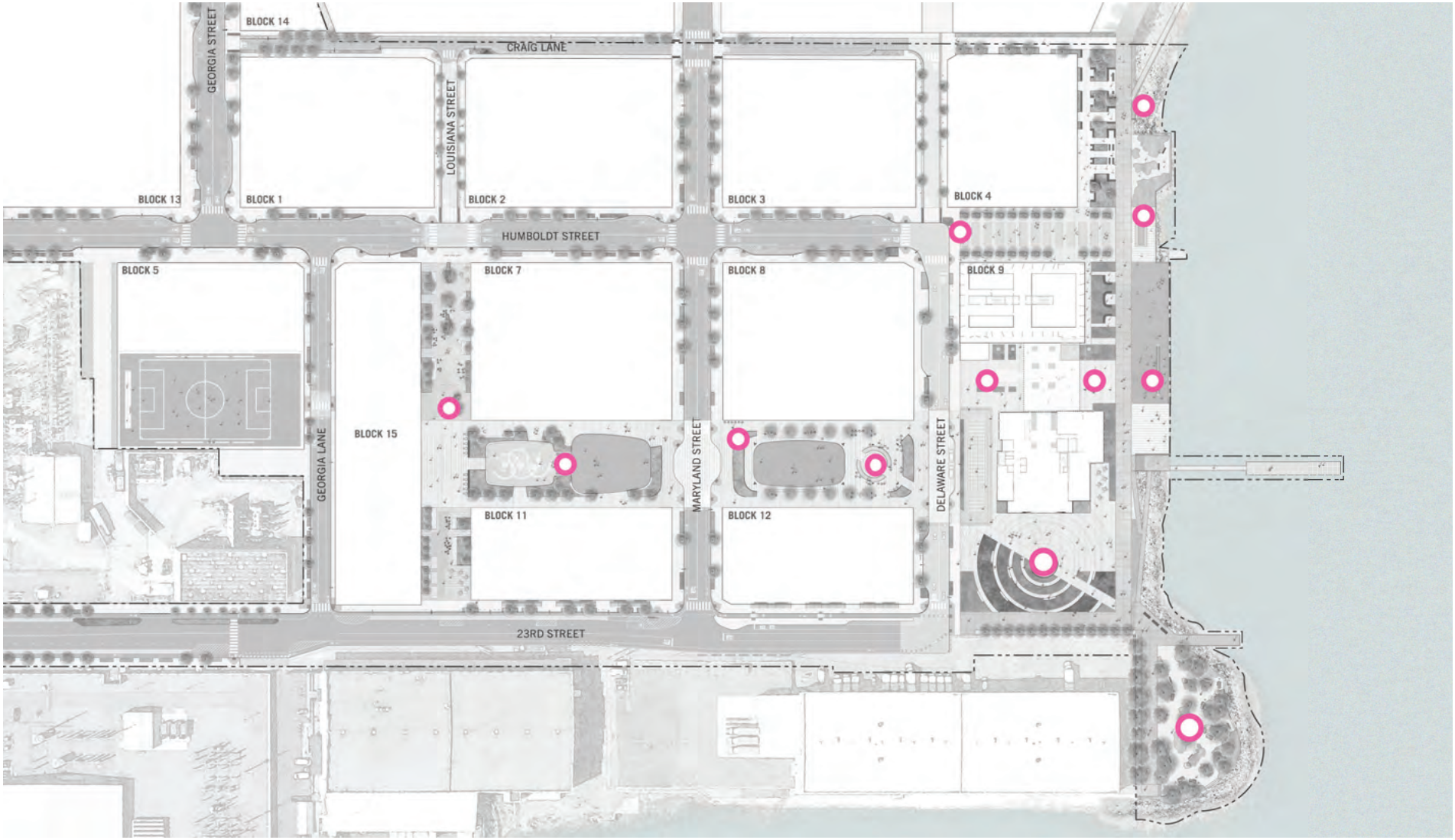
4.14.2 Public Art Interpretive Elements

Public art installations may relate to, describe, or otherwise engage with the layered history of the site, doubling as interpretive exhibits. Public art installations may also relate to or highlight the unique climatic/ecological conditions of the site.

Public art example.

Sculpture play example.

Figure 4.14.1 Conceptual Locations for Public Art



ART IN PUBLIC OPEN SPACE

Conceptual Locations

Permanent or Curated Temporary Art Installation Locations

40' 200' 400'

4.15 Carts and Kiosks in Open Space

A limited number of food service and/or retail Carts and Kiosks will be allowed to operate within the open spaces of the Power Station. (See Table 4.15.1 for number and size restrictions within specific open spaces.)

STANDARDS

4.15.1 Location of Carts and Kiosks

Carts and Kiosks shall not block accessible paths of travel or areas for Emergency Vehicle Access (EVA). (See Table 4.15.1 for limits on the number of Carts and Kiosks per open space location.)

4.15.2 Size of Carts and Kiosks

The maximum size of any Cart or Kiosk located within public open space is 200 square feet.

GUIDELINES

4.15.3 Visual Interest of Kiosks

Kiosks should be visually interesting even when closed.

Retail Kiosk example.

Cafe Kiosk in a modified shipping container example.

Cafe Cart example.

Maker Kiosk example.

Figure 4.15.1 Conceptual Locations for Carts and Kiosks

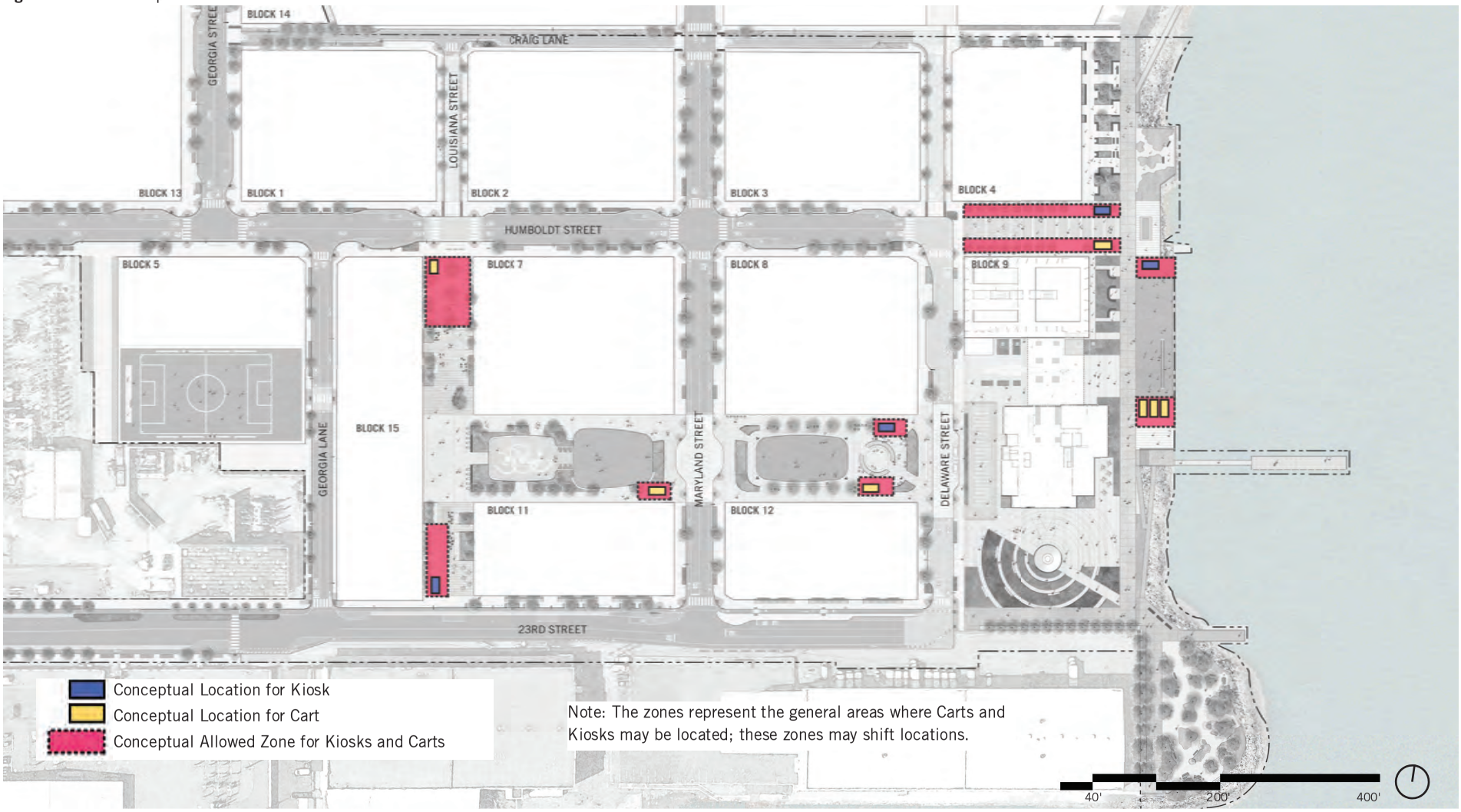


Table 4.15.1 Publicly Oriented Accessory Retail Uses in Open Spaces

USE/LOCATION	LOUISIANA PASEO	POWER STATION PARK	HUMBOLDT STREET PLAZA	BLOCK 9 OPEN SPACE	STACK PLAZA	WATERFRONT PARK
Cart (not larger than 200 square feet)	Limit of 1 in this open space	Limit of 2 in this open space	Limit of 1 in this open space	Not permitted	Not permitted	Limit of 3 in this open space
Kiosk (not larger than 200 square feet)	Limit of 1 in this open space	Limit of 1 in this open space	Limit of 1 in this open space	Not permitted	Not permitted	Limit of 1 in this open space

4.16 Waterfront Open Spaces

The Waterfront Open Spaces at the Power Station will be a vibrant series of active parks that emphasize the relationship between people and the Bay. The open spaces will provide an array of amenities for both the larger Bay Area population and local neighborhood communities within San Francisco. The design of Waterfront Open Spaces will allow expansive views of the Bay and environs and increase physical access to the waterfront and to the Bay itself.

A generous new portion of the Blue Greenway will link a series of unique public spaces that offer a range of activities.

The general standards and guidelines for planting, stormwater management, accessibility, sea level rise planning, and programming that are delineated in this section (4.16) apply to the entire open space area shown in the Waterfront Open Spaces Concept Plan Overview in Figure 4.16.1. In addition, this section describes specific standards and guidelines for the Waterfront Park Blue Greenway, recreational dock, Bay overlook terraces, Bay shore planting and stormwater gardens, and outdoor seating areas.

This section should be read in conjunction with the sections that cover in detail the distinct spaces of Waterfront Open Spaces: the Point, Stack Plaza, Block 9 Open Space (including Turbine Plaza and Unit 3 Entry Plaza), and Humboldt Street Plaza (4.20 through 4.24).

STANDARDS

4.16.1 Public Access

Portions of Waterfront Open Spaces that are within BCDC jurisdiction shall be publicly accessible, subject to the terms of the BCDC permit. All other areas will be subject to public access controls contained in the Development Agreement.

4.16.2 Publicly Accessible Restroom

A publicly-accessible restroom shall be located in Block 9, and be open when it is reasonable to expect substantial public use.

GUIDELINES

4.16.3 Visual Access

Waterfront Open Spaces should provide views to the water from both sides of the Blue Greenway. First branching height and spacing of trees should facilitate these views.

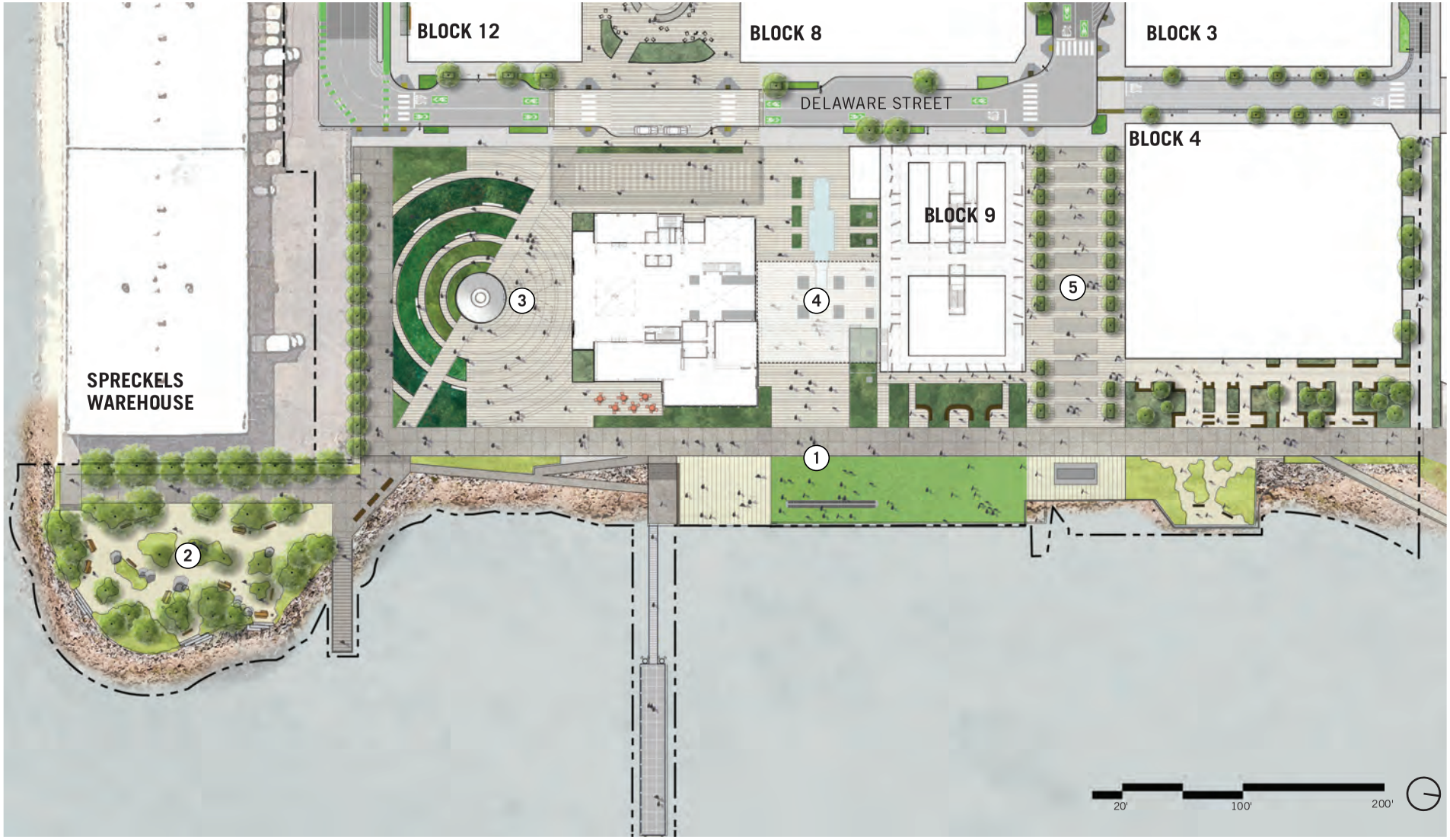
4.16.4 Public Uses and Amenities

Waterfront Open Spaces should provide both active and passive program uses along with waterfront ecological amenities, including native Bay shore planting with habitat value. At least one drinking fountain should be located within Waterfront Open Spaces. The amenities and features shown in figure 4.16.1 are permitted in Waterfront Open Spaces.

4.16.5 Stormwater Treatment Areas

Waterfront Open Spaces should include stormwater treatment gardens of varying sizes to treat runoff from impermeable surfaces. Stormwater gardens must be functionally and aesthetically integrated into the experience of the park. See Section 4.7 for general planting standards and guidelines for stormwater treatment areas.

Figure 4.16.1 Waterfront Open Spaces: Concept Plan Overview



WATERFRONT OPEN SPACES

Concept Plan Overview

1. Waterfront Park: Section 4.19
2. The Point: Section 4.20
3. Stack Plaza: Section 4.21
4. Block 9 Open Spaces 4.22-423
5. Humboldt Street Plaza: Section 4.24

4.17 Waterfront Open Spaces: Circulation

STANDARDS

4.17.1 Waterfront Open Spaces Circulation: Blue Greenway

The waterfront multi-use trail, the Blue Greenway, shall provide a direct north–south waterfront route for pedestrians and bicyclists along the length of the Waterfront Open Spaces, connecting to Pier 70 at the north and 23rd Street at the south. The Blue Greenway shall not be accessible to automobiles or trucks (with the exception of emergency and maintenance vehicles).

4.17.2 Blue Greenway: Clear Width

The Blue Greenway shall provide a clear width of 20 feet.

4.17.3 Blue Greenway: Universal Access

The Blue Greenway shall be ADA-compliant.

4.17.4 Blue Greenway: Bicycle Connections

The Blue Greenway shall connect to bicycle facilities on 23rd Street. Signage, warning cues, and controls shall be included in the Blue Greenway trail to minimize pedestrian and bicycle conflict.

4.17.5 Recreational Dock Access Path

Should a recreational dock be constructed, an ADA-compliant path shall be provided for access to the recreational dock from the Blue Greenway.

4.17.6 Path to the Pier 70 Shoreline Path

An ADA-compliant pedestrian path shall be provided for access from the Blue Greenway at the northern end of the Power Station to the shoreline path at Pier 70.

GUIDELINES

4.17.7 Pedestrian Throughway Connections at Key Places

Circulation in Waterfront Open Spaces should reinforce important Pedestrian Throughway connections between the Blue Greenway and the other open space areas, including clear east–west pedestrian routes with linkages to 23rd Street, Power Station Park, and Humboldt Street, and to Delaware Street through Stack Plaza, Block 9 Open Space (including Turbine and Unit 3 Entry Plazas), Humboldt Street Plaza, and Craig Lane.

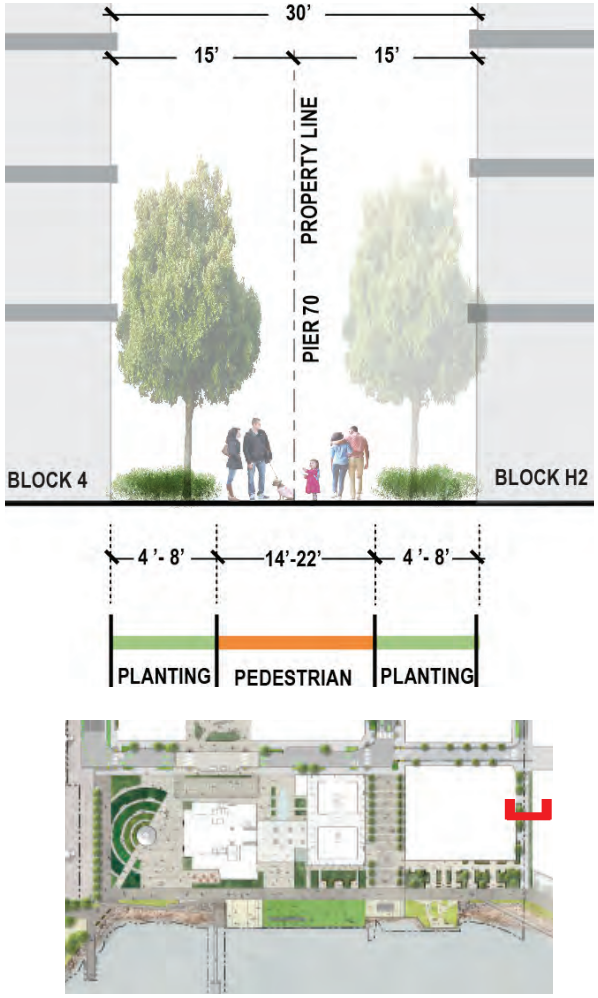
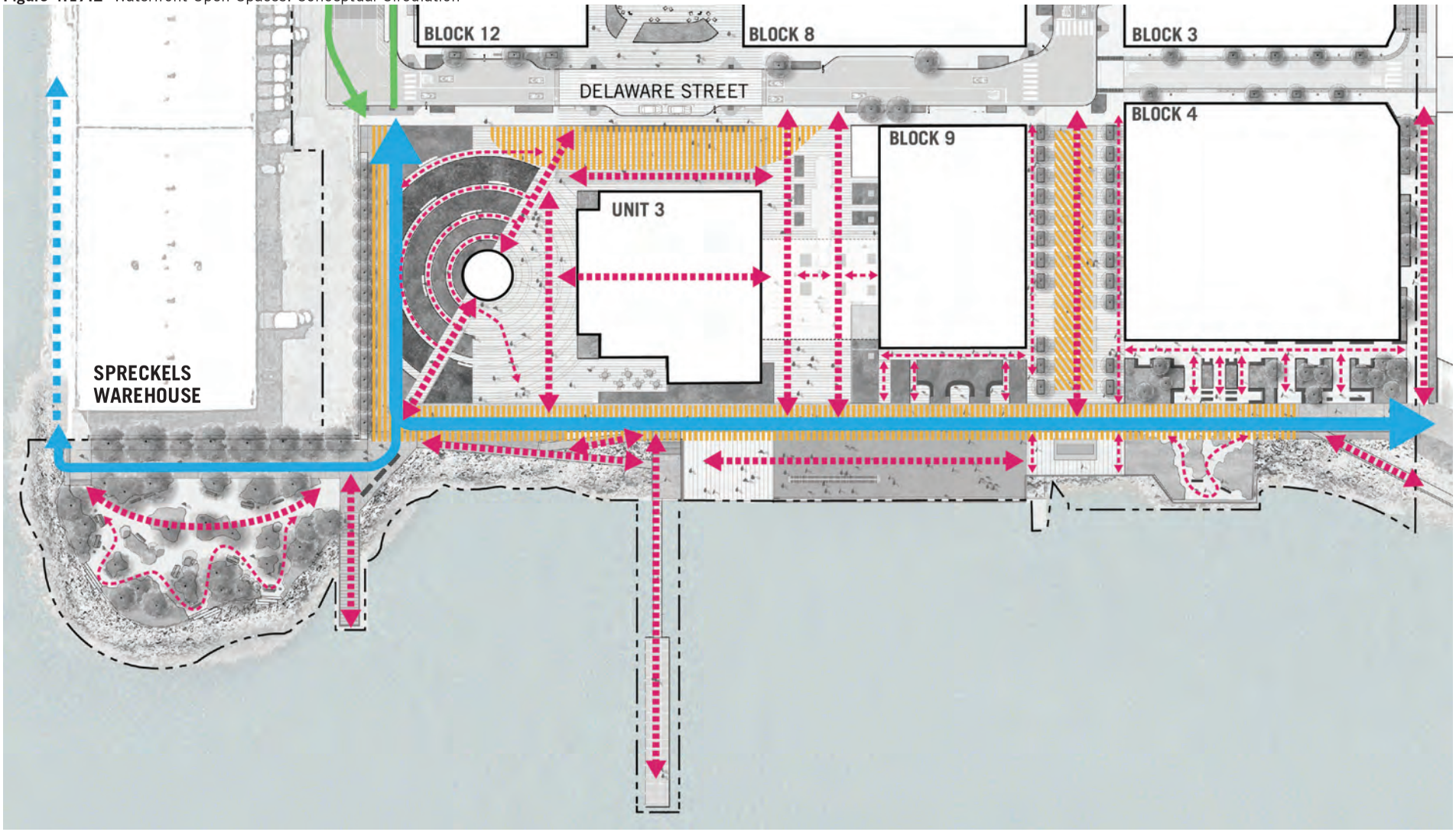


Figure 4.17.1 Section: Craig Lane Paseo

Figure 4.17.2 Waterfront Open Spaces: Conceptual Circulation



WATERFRONT OPEN SPACES OVERVIEW

Conceptual Circulation

- Blue Greenway
- Blue Greenway (Potential Future Continuation by Others)
- Pedestrian Circulation
- Connection to Bicycle Routes
- EVA Lane

20' 100' 200'

4.18 Waterfront Outdoor Food Service Areas

The Waterfront Open Spaces will provide many ways to experience the beauty of its special location along the Bay. One of these experiences will be outdoor dining or drinking. While the great majority of seating along the waterfront will be entirely public, some outdoor restaurant or cafe seating will enliven the waterfront experience at the Power Station.

STANDARDS

4.18.1 Waterfront Outdoor Food Service Areas

Permanent, semi-permanent, and movable furnishings such as tables, chairs, umbrellas, heat lamps, and fire pits for eating and drinking use, shall be permitted on the east side of the buildings constructed on Blocks 4 and 9. The shaded areas in Figure 4.18.1 indicate potential locations for this use. Within these areas, up to 60 percent of the area may be reserved for exclusive use by eating and drinking establishments during business hours. This reserved area may be contiguous. The remainder of these areas shall be open to the public and shall not require patronage of any eating and drinking establishment. Food service areas must remain clear of the Blue Greenway at all times.

4.18.2 Signage for Public Seating in Waterfront Outdoor Food Service Areas

Signage shall be provided to clearly indicate that public seating is open to the public without having to patronize the eating and drinking establishment.

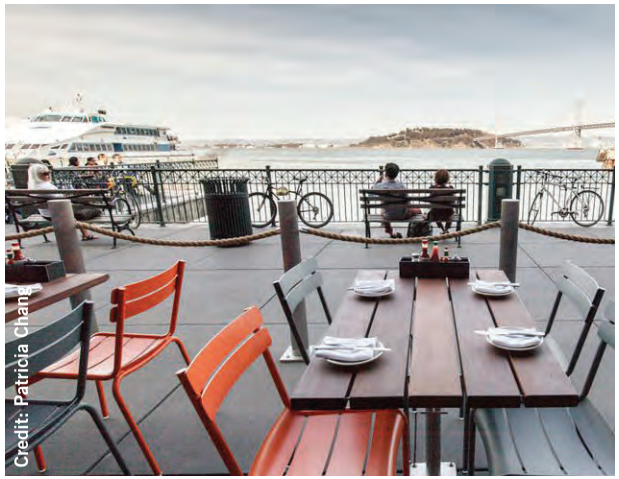
GUIDELINES

4.18.3 Public Seating in Waterfront Outdoor Food Service Areas

Public seating should be of high quality, and differentiated from reserved seating at adjacent eating and drinking establishments.

4.18.4 Reserved Seating in Waterfront Outdoor Food Service Areas

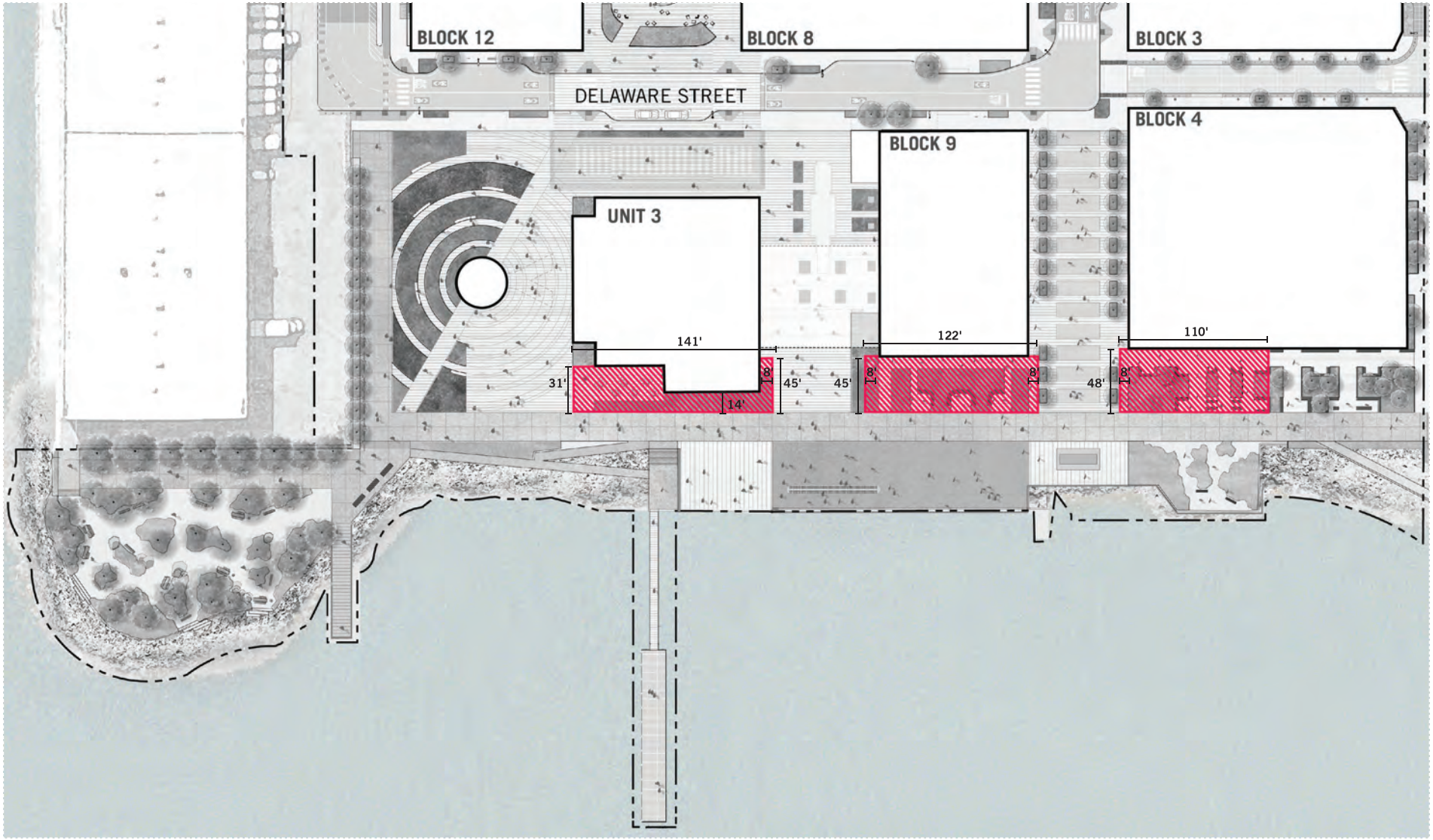
Areas of reserved seating for eating and drinking establishment used during business hours should serve as attractive and functional public spaces during non-business hours. These spaces should include at least some permanent, non-movable seating.



Example of restaurant seating adjacent to public seating and promenade.

Example of cafe seating along the waterfront.

Figure 4.18.1 Waterfront Open Spaces: Outdoor Food Service Areas



OUTDOOR FOOD SERVICE AREAS

20' 100' 200'

Food and Beverage Service: Allowed Zones.*
Up to 60% of Each Designated Area May be Used for Food and Beverage Service

*Note: Exact locations and dimensions of these zones may shift.

4.19 Waterfront Park

Waterfront Park is generally bounded by the Point to the south, the northern boundary of the Blue Greenway along 23rd Street, the Bay to the east, the northern boundary of Craig Lane Paseo, and the western boundary of the Blue Greenway parallel to the shoreline. See Figure 4.19.1

GUIDELINES

4.19.1 Bay Overlook Terrace at Unit 3
Opposite Block 9 Open Space, on the water side of the Blue Greenway, an open, accessible Bay overlook terrace should be designed to allow pedestrian access to the water's edge at the elevation of the Blue Greenway. Comfortable seating compliant with Guideline 4.9.7 should be provided at this overlook.

4.19.2 Bay Overlook Terrace at Humboldt Street Plaza
A waterside plaza should be designed as an extension of Humboldt Street Plaza, allowing public access to the water's edge at the terminus of Humboldt Street. The same paving type and pattern used at Humboldt Street Plaza should continue into the waterside overlook terrace, broken only by the Blue Greenway paving.

4.19.3 Public Seating
Public seating should be designed and selected to be integrated with elements in the waterfront landscape. Permanent public seating should be provided at overlook terraces and along the Blue Greenway.

4.19.4 Fitness and Multi-Purpose Lawn
An open natural turf area for picnicking and exercise should be designed on the water side of the Blue Greenway east of Block 9.

4.19.5 Bay Shore Planting Areas
Planted areas, featuring a diverse palette of Bay-appropriate native plants, should be incorporated into the design on both sides of the Blue Greenway. Pedestrian path access is allowed in these areas. See Section 4.6 for example plant palettes for these areas.

4.19.6 Stormwater Management
Stormwater management gardens should be designed as integral parts of open space designs and as integral parts of larger planting designs. See Section 4.6 for general planting standards and guidelines for stormwater treatment areas. Refer to Figures 4.7.2 and 4.7.3 for examples of integrated stormwater management design and a suggested stormwater management plant palette.

4.19.7 Waterfront Outdoor Dining Areas (Block 4)
Waterfront Park includes outdoor dining areas in front of Block 4. See Section 4.18 for applicable Standards and Guidelines.

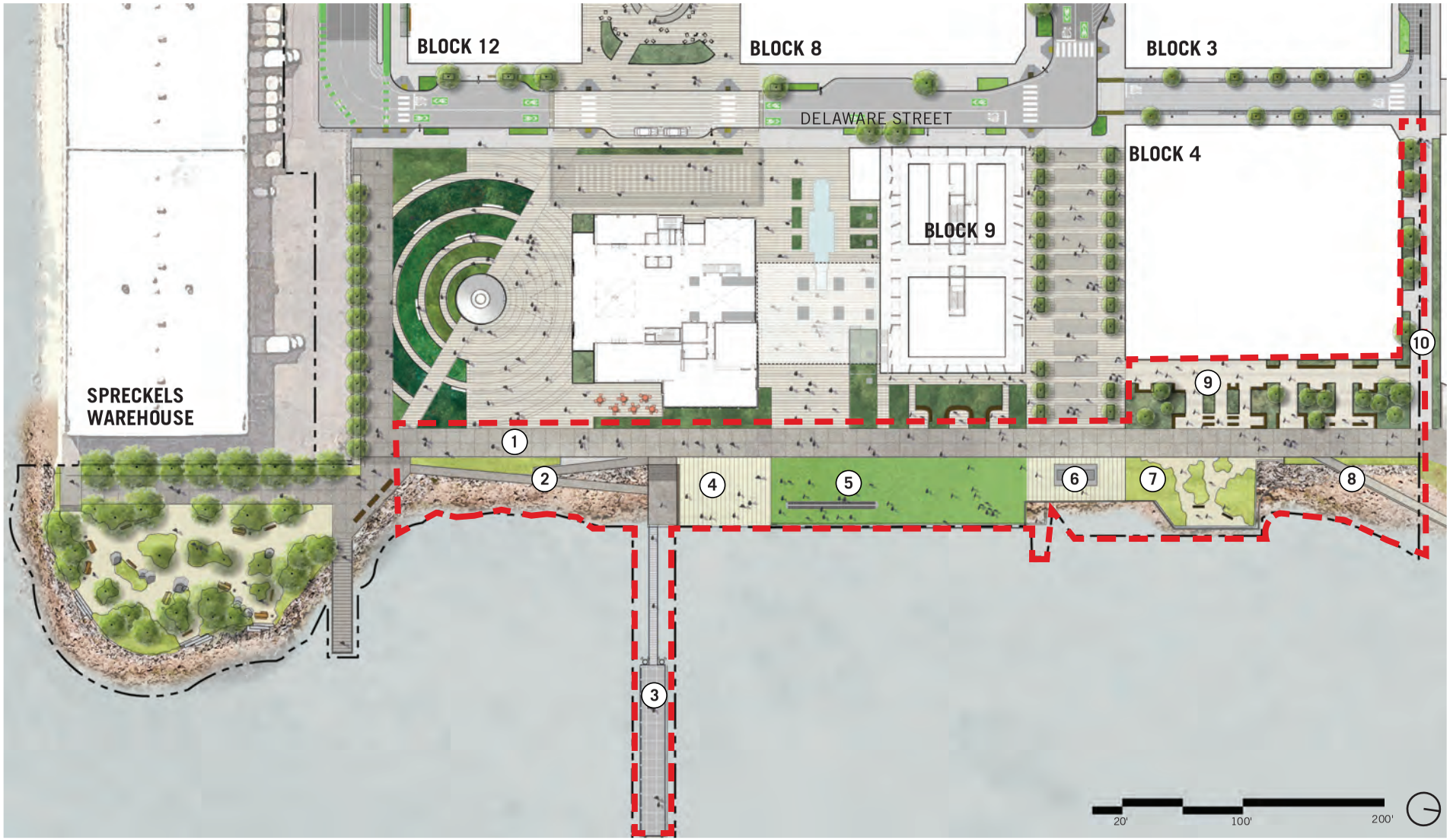
CONSIDERATIONS

4.19.8 Recreational Dock
The Project Sponsor may construct a recreational dock in the location shown on the Waterfront Park plan (Figure 4.16.1).

4.19.9 Bay Overlook Terrace Paving
Bay overlook terrace paving should be special paving that contrasts with and complements Blue Greenway paving. Durable hardwood decking, unit pavers, and/or concrete with special finish and score patterns should be considered. If wood decking is used, special consideration should be given to using woods and finishes that can withstand maritime shoreline conditions and heavy pedestrian traffic.

*See Sections 4.20 through 4.24 for detailed standards and guidelines for The Point, Stack Plaza, Unit 3 Entry Plaza and passenger loading, Turbine Plaza, and Humboldt Street Plaza.

Figure 4.19.1 Waterfront Park Enlargement Concept Plan



WATERFRONT PARK

Concept Plan

1. Blue Greenway
2. Recreational Dock Access Path
3. Potential Recreational Dock
4. Bay Overlook Terrace at Unit 3
5. Multi-Purpose Lawn
6. Bay Overlook Terrace at Humboldt Street Plaza
7. Bay Shore Planting
8. Path to Pier 70 Shoreline Path
9. Outdoor Food Service Area
10. Craig Lane Paseo

Waterfront Park Boundary

4.20 The Point

Situated apart from the more social uses associated with Block 9, the Point will be a quieter place of natural planted areas, informal discovery play, and casual seating and picnicking. A Bay overlook, built upon the existing footprint of a decommissioned power plant intake structure, will allow visitors to walk out over the Bay and take advantage of the panoramic views of the East Bay, South Bay, and Bay Bridge. The plan for the Point includes a section of Blue Greenway that will allow for the future connection of the Blue Greenway system from the Power Station waterfront to Warm Water Cove around the south side of the existing Spreckels Warehouse to the south of the project site, which will be completed by others. The Point may also include public art and/or elements of an interpretive program, such as interpretive exhibits.

STANDARDS

4.20.1 Circulation
A Pedestrian Throughway shall be established through the Point open space, including an accessible path of travel to each amenity in this area.

4.20.2 Blue Greenway Extension
A minimum 20-foot-wide section of the Blue Greenway shall be integrated into the design of the Point along its western edge. A planted buffer having a minimum width of 8 feet shall be maintained between the Point's western property line and the Blue Greenway Extension.

4.20.3 Amenities
The following amenities shall be provided within the Point: picnic areas with picnic tables and benches, discovery play features, seating, lighting, outdoor grills, and waste receptacles. The amenities and features shown in figure 4.20.1 are permitted at The Point.

4.20.4 Program
Temporary programs and activities shall be permitted to occur on the Point, subject to Exhibit L-2 of the Development Agreement.

4.20.5 Planting
Tree, shrub, and groundcover planting shall adhere to the general standards and guidelines set forth in Sections 4.5, 4.6, and 4.7.

GUIDELINES

4.20.6 Materials
Natural paving materials such as crushed stone, stabilized crushed stone, and bark mulch should be selected to enhance the natural aesthetic of this area. Select accessible materials to allow wheelchair access to at least one instance of each amenity type listed in 4.20.3.

4.20.7 Furnishing
See Section 4.9 for standards and guidelines. The look and feel of furnishing in this area should fit with the theme of a natural shoreline environment. Durable hardwood, cast-in place concrete, or precast concrete are preferred furnishing materials. Locate seating near natural play area. Permanent grills are allowed.

4.20.8 Lighting
See Section 7 for standards and guidelines. Maintain minimum light levels for safety at primary amenity areas. Shoreline planted areas should be kept free of lighting.

4.20.9 Discovery Play Area
Site elements that allow for informal play and discovery should be integrated in the design of the park. Elements such as boulders, reclaimed logs, and stumps are examples of site elements that could be considered "discovery play" elements. Salvaged materials and artifacts from the site may be incorporated into this area if feasible and safe for public use.

4.20.10 Bay Overlook at 23rd Street: Paving
The paving, railings, and other features of this overlook should be integrated in the overall design theme of a natural shoreline environment. Durable hardwood decking, unit pavers, and/or concrete with special finish and score patterns should be considered. If wood decking is used, special consideration should be given to using woods and finishes that can withstand maritime shoreline conditions and heavy pedestrian traffic.

CONSIDERATIONS

4.20.11 Furnishing
Consider shaded seating within the Point.

4.20.12 Bay Overlook at 23rd Street
A Bay overlook should be designed in the area of the existing intake structure at the end of 23rd Street providing access to the Bay edge, if the existing structure is found to be structurally adequate. If the existing structure is not structurally adequate to support a Bay overlook, the existing intake structure may not be incorporated into the design.

4.20.13 Transition Between 23rd Street and The Point
The Point should incorporate a clear and graceful transition between the natural character of the Point and the more industrial, urban character of Stack Plaza and the Blue Greenway to the north.

Figure 4.20.1 The Point: Enlargement Concept Plan

THE POINT

Conceptual Informal Open Space for Picnicking and Nature Discovery

1. Picnic Area
2. Discovery Natural Area and Informal Play
3. Bay Shore Planting Area
4. Blue Greenway Extension
5. Potential Bay Overlook at 23rd Street
6. Blue Greenway
7. Seating

EVA Access

The Point

Figure 4.20.2 The Point: Bird's-eye Concept View Looking North

Figure 4.20.3 The Point: Concept Section Looking North

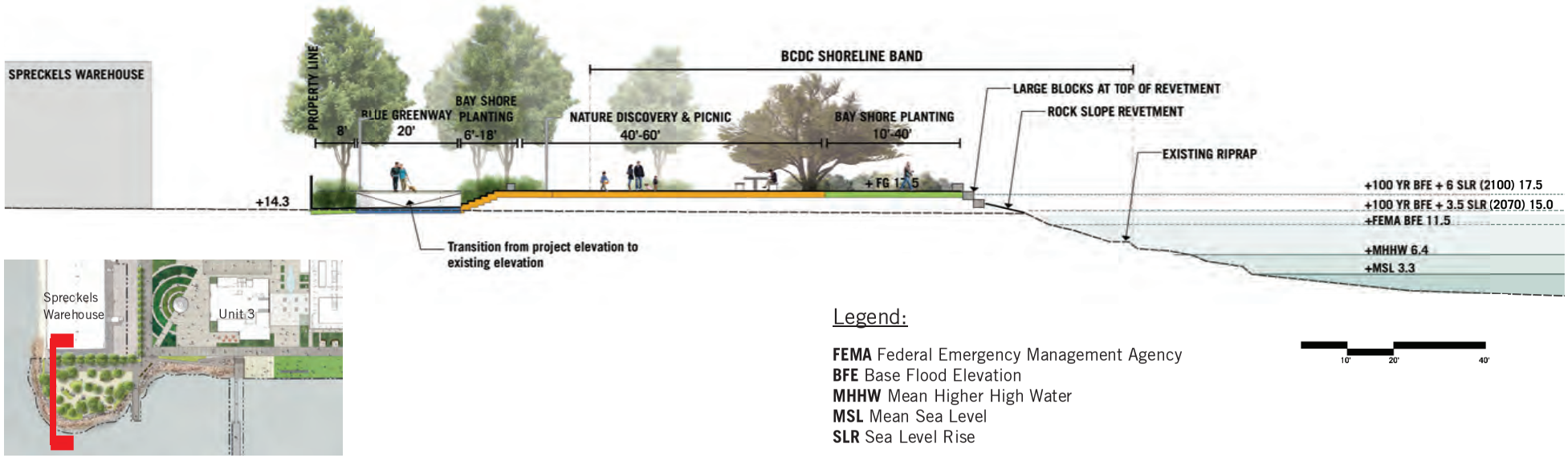


Figure 4.20.4 The Point: Precedent Images

Picnic area.

Bay shore planting area.

Paths and seating in natural setting.

Discovery natural area and informal play.

4.21 Stack Plaza

The Stack is the Power Station's most monumental feature, an icon in the neighborhood visible from many vantage points throughout the city. Stack Plaza is, accordingly, the signature public space of the Power Station. It will be an accessible, compelling civic space that provides a sense of arrival and encourages visitors to linger, gather, and appreciate the Stack in all of its roles—as a monument, a marker of the site's industrial past, and a focal point along San Francisco's Central Waterfront.

The Stack will remain as a visual landmark that orients visitors and recalls the site's history as a power plant, but it shall also assume new life as a place for art, social space, or unique cafe or bar. The plaza design shall remain free of elements that visually compete with or detract from the singular presence of the Stack. Physical and conceptual connections between the Stack and Unit 3 shall be reinforced through paving and pedestrian circulation design. This publicly accessible open space will anchor the southern end of the Blue Greenway, providing pedestrian connections from the waterfront to the land side of the neighborhood via Delaware Street and 23rd Street.

STANDARDS

4.21.1 Bicycle Circulation

A bicycle connection shall be established between the southern end of the Blue Greenway and 23rd Street. Bicycle wayfinding and signage shall indicate these routes.

4.21.2 Pedestrian Circulation

A Pedestrian Throughway shall be established between the southern end of the Blue Greenway and 23rd Street, at the southern edge of the Stack Plaza, through the center of this open space, and along the southern edge of Block 9 with Unit 3. Pedestrian access to and around the base of the Stack shall be provided. Plaza design shall allow for multiple paths and vantage points from which to experience the scale and presence of the Stack. Pedestrian access between the Stack and the building on Block 9 shall be accommodated. Paved paths shall allow pedestrian access through garden spaces.

4.21.3 Planting

Tree, shrub, and groundcover planting shall adhere to the general standards and guidelines set forth in Sections 4.6 and 4.7. No more than one-third of the area within 45 feet of the Stack shall be planted.

4.21.4 Amenities

The following amenities shall be provided within Stack Plaza: seating, lighting, open plaza space, planted areas, bicycle parking, and waste receptacles. Movable outdoor seating and tables to serve a café or bar within the Stack may be provided. The amenities and features shown in figure 4.21.2 are permitted in Stack Plaza.

4.21.5 Paving

Paving and hardscape elements shall incorporate industrial elements and materials into the design. Design elements shall use simple geometric forms, regular or repeating paving patterns, and utilitarian materials such as simple masonry pavers or salvaged masonry units, if feasible and safe for public use. Surfaces shall not be designed with elaborately applied patterns. Any patterns shall be the pragmatic result of the use of unit pavers or concrete score joints.

GUIDELINES

4.21.6 Furnishing

See Section 4.9 for standards and guidelines. Furnishing should complement and be integrated into the overall plaza design. Removeable cafe tables and chairs are allowed.

4.21.7 Lighting

See Section 7 for standards and guidelines. Feature lighting for the Stack should be the focus of lighting design for this area. Artistic façade lighting and projected light displays are allowed.

4.21.8 Program

Stack Plaza should be primarily a civic space for passive recreation and socializing, with minimal fixed or temporary program elements.

4.21.9 Connection to Spreckels Warehouse

If the eastern Spreckels Warehouse changes tenants and uses, the tree row (see Consideration 4.21.10) should be modified and coordinated with a re-design of the driveway and truck loading area to create stronger visual and physical connections between Stack Plaza and the eastern Spreckels Warehouse.

Figure 4.21.1 Stack Plaza: Concept View Looking West

CONSIDERATIONS

4.21.10 Visual Buffer

A row of trees, mural wall, decorative fence, or other visual buffer should be installed along the southern edge of the site, between Stack Plaza and the eastern Spreckels Warehouse. Tree planting must adhere to the terms of the existing utility easement.

4.21.11 Stormwater Management

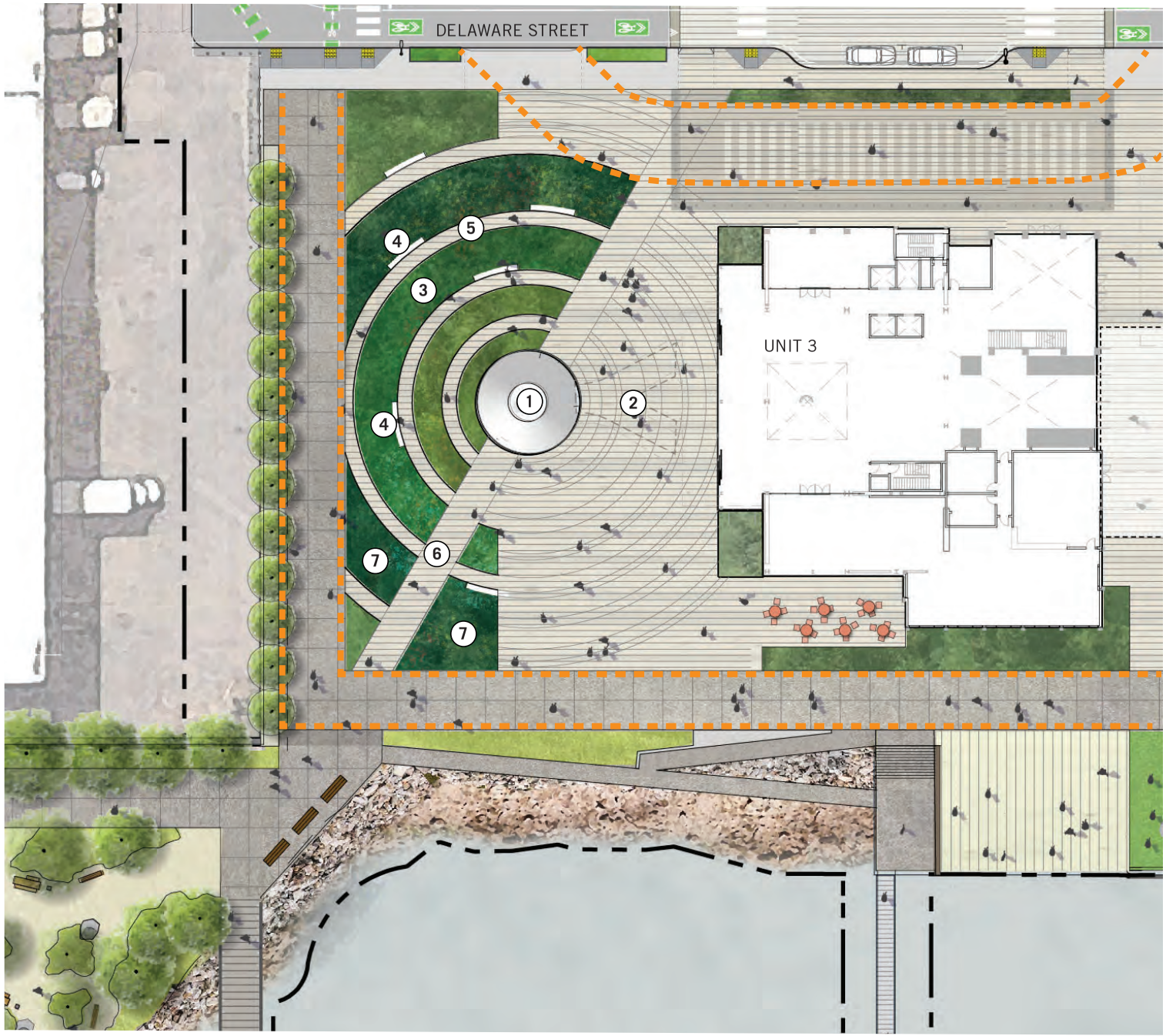
Stack Plaza should accommodate the need for stormwater management as an integrated design element. Consider integrating stormwater management gardens into site interpretation strategies that mark the transition from industrial infrastructure to green infrastructure. See Section 4.7 for general planting standards and guidelines for stormwater management areas. Refer to Figures 4.7.2 and 4.7.3 for examples of integrated stormwater management design and a suggested stormwater management plant palette.

4.21.12 Program

A bar or café within the Stack should be considered. Outdoor seating associated with a bar or cafe is allowed. Stack Plaza should also be designed to accommodate temporary events, performances, and art exhibits, subject to Exhibit L-2 of the Development Agreement.

Stack Plaza

Figure 4.21.2 Stack Plaza: Enlargement Concept Plan



STACK PLAZA

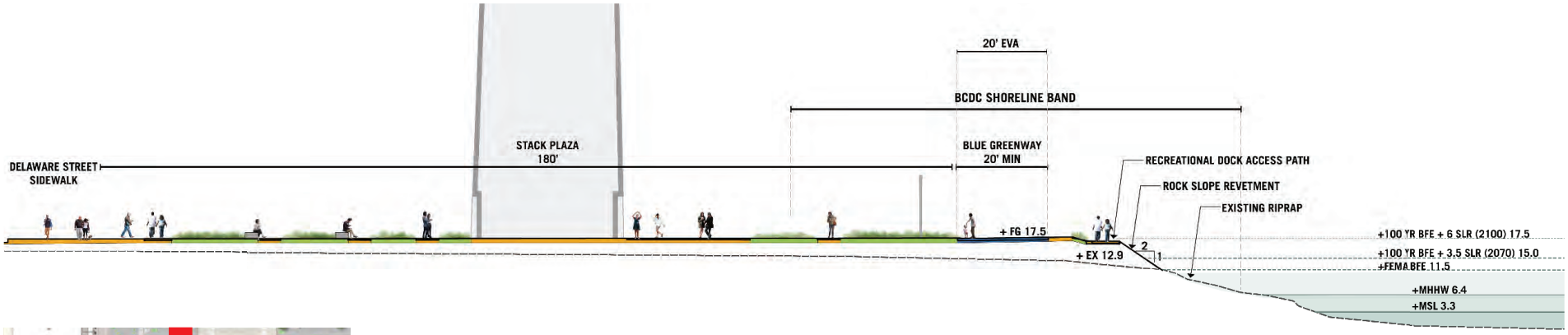
An Iconic Civic Space

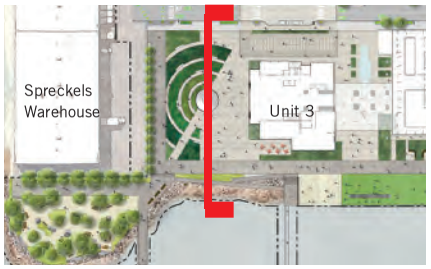
1. The Stack
2. Paved Plaza
3. Planting
4. Seating Area
5. Paved Garden Path
6. Primary Paved Path
7. Stormwater Treatment BMP Area

EVA Access

10' 20' 50'

Figure 4.21.3 Stack Plaza: Concept Section Looking North





Legend:

FEMA Federal Emergency Management Agency
BFE Base Flood Elevation
MHHW Mean Higher High Water
MSL Mean Sea Level
SLR Sea Level Rise

Figure 4.21.4 Precedent Images Illustrating Plaza Character and Potential Program

Post-industrial site with gardens and contemporary interventions.

Post-industrial site as civic gathering space.

Plant-based stormwater management garden integrated with public space design.

4.22 Block 9 Open Space: Turbine Plaza

Block 9 Open Space refers to open spaces adjacent to and surrounding the building on Block 9, including Turbine Plaza and the Unit 3 Entry Plaza. See Figure 4.22.2.

Turbine Plaza serves multiple functions. Not only does it serve as the visual and physical corridor to the waterfront for Block 9, the plaza is a flexible, sheltered, open space that can host functions and provide the potential for permanent or rotating public art and/or interpretive exhibits. Turbine Plaza is located adjacent to Unit 3 and within Block 9, and may be partially covered, as permitted within Block 9 (Section 6.13). While the plaza will be publicly accessible at most times of the day and year, the planned hotel use of the adjacent buildings will help formulate the uses and programming of this plaza. Portions of the plaza may be closed for private events in association with the operation of the building on Block 9. This plaza space shall be a primarily paved, flexible-use space, protected from wind and weather. A project-serving separated sanitary sewer pump station pump house may be located within Turbine Plaza.

STANDARDS

4.22.1 Pedestrian Circulation

A Pedestrian Throughway shall be established and maintained between the Blue Greenway and Delaware Street through this plaza, with appropriate paving, furniture, and other amenities to encourage pedestrian use. During daytime/business hours, the plaza will allow public passage in the east–west direction.

4.22.2 Amenities

The following amenities shall be provided within Turbine Plaza: lighting, open flexible-use plaza space, planted areas, bicycle parking, waste receptacles, and power sources for temporary events and performances.

4.22.3 Access

The portion of the plaza between Unit 3 and the building at Block 9 may be enclosed with architectural walls and a roof as further specified in Section 6.13.2. This enclosed plaza shall be publicly accessible at times when it is reasonable to expect substantial public use, and may be closed to the public during non-business hours or as required for the operation of the hotel.

GUIDELINES

4.22.4 Pump House

If a project-serving separated sanitary sewer pump station house is located within Turbine Plaza, it should be carefully designed and well-integrated with the open space.

4.22.5 Paving

Plaza paving should be enhanced concrete with interesting score patterns, unit pavers, or a combination of concrete and unit pavers. Paving should be selected to complement the adjacent paved areas and the character of the adjacent buildings. Coordinate paving materials and design with the Unit 3 Entry Plaza and Stack Plaza to maintain a sense of continuity. If the plaza is partially covered, paving design should be unified through the interior and exterior areas.

4.22.6 Furnishing

See Section 4.9 for standards and guidelines. Furnishing should complement and be integral to the plaza design.

4.22.7 Lighting

See Section 7 for standards and guidelines.

4.22.8 Program

This flexible-use plaza should be designed to accommodate temporary events, performances, and permanent or temporary art exhibits, subject to Exhibit L-2 of the Development Agreement. The programmatic elements shown in figure 4.22.2 are permitted in Turbine Plaza.

CONSIDERATIONS

4.22.9 Pump House

The existing Gate House structure may be moved and used to house the pump house.

4.22.10 Lighting

Feature lighting should highlight the salvaged overhead crane and other unique structures if they are retained. In-grade accent lighting may be used to highlight unique paving patterns. Public art should also be highlighted with feature lighting. Ample pedestrian lighting should be provided to ensure pedestrian comfort and safety.

4.22.11 Program

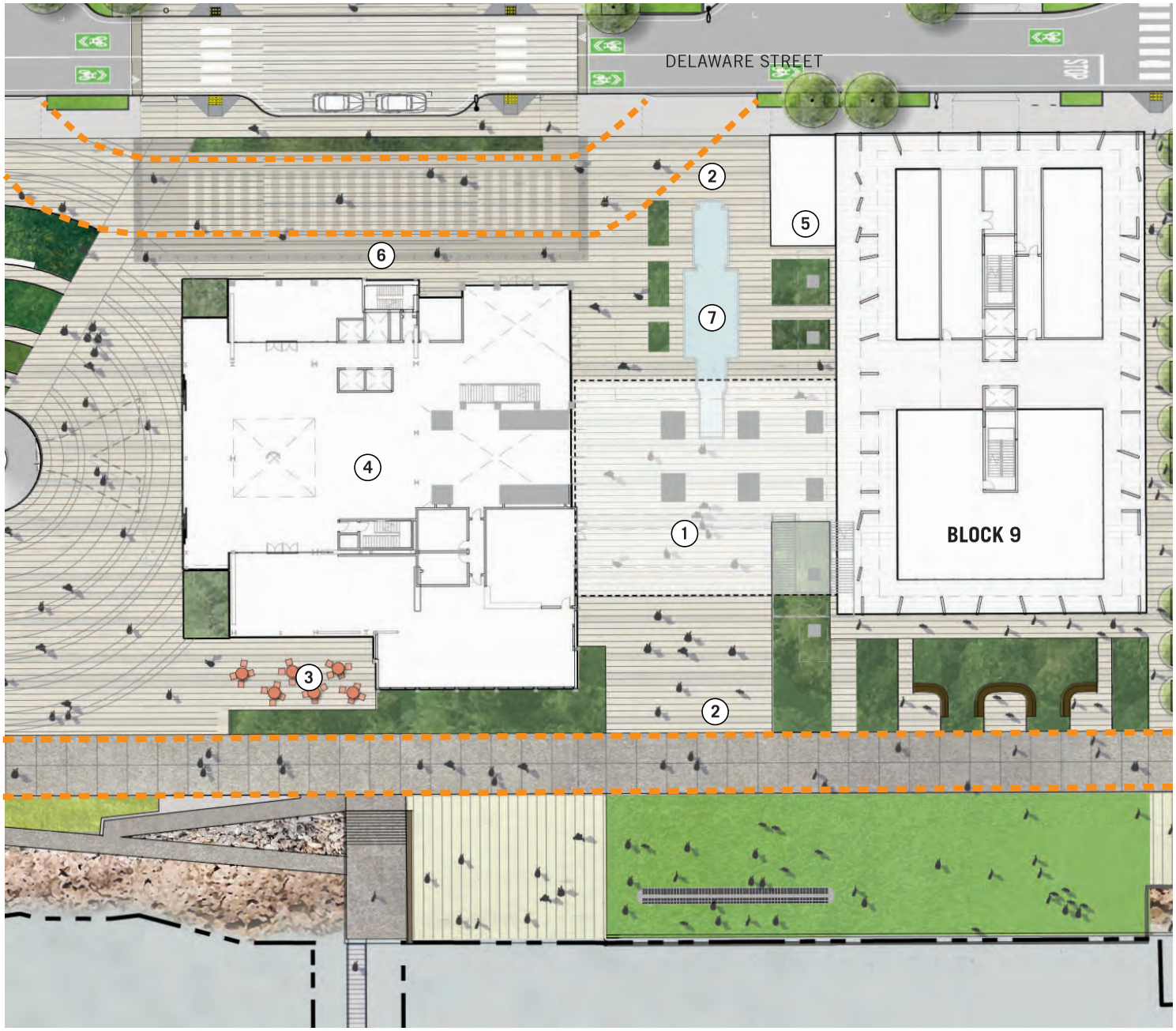
Permanent or temporary public art features are encouraged.

4.22.12 Furnishings

Fixed seating is encouraged, as is moveable seating, such as cafe tables and chairs.

Figure 4.22.1 Turbine Plaza: Concept View East Through Craneway

Figure 4.22.2 Block 9 Open Space: Turbine Plaza



BLOCK 9 OPEN SPACE: TURBINE PLAZA

Event and Flexible-Use Plaza

1. Turbine Plaza
2. Exterior Public Plaza
3. Outdoor Food Service and Public Seating
4. Unit 3
5. Potential Pump House Location
6. Unit 3 Entry Plaza, Passenger Drop-off and EVA Lane. (See Section 4.23)
7. Potential Re-use of Turbine Housing as Water Feature

EVA Access

10' 20' 50'

Figure 4.22.3 Turbine Plaza: Precedent Images

Credit: Simon Devitt

Bold paving In keeping with industrial waterfront.

Credit: Wichmann + Benidson

In-grade lighting reinforcing bold paving pattern.

Credit: Jasper Sanidad

Bold paving pattern.

Credit: Guallart

Public art plaza.

Credit: Salvatore Ventura

Temporary public art installation.

Credit: Shawn Hoke

Interactive public art installation.

Sheltered public space.

Inside–outside openness and permeability.

Public passage through hotel.

Event space.

Interior art and light installation.

Feature architectural lighting.

4.23 Block 9 Open Space: Unit 3 Entry Plaza

Between Unit 3 and Delaware Street, the Unit 3 Entry Plaza will allow for passenger drop-off and required emergency vehicle access to Unit 3. The design of this plaza shall use a portion of Stack Plaza and prioritize the pedestrian experience while allowing for the practical function of passenger drop-off.

STANDARDS

4.23.1 Passenger Loading and Drop-off

An area devoted to off-street passenger loading and emergency vehicle access shall be permitted within the Unit 3 Entry Plaza as shown in Figure 4.23.1. The Entry Plaza shall include a minimum 10-foot pedestrian zone at Unit 3, a minimum 7-foot passenger loading zone, a 26-foot-clear emergency vehicle access lane, and a 5-foot paved or planted buffer at the back of sidewalk to clearly demarcate the pedestrian-only and vehicular areas of the plaza to ensure safety. The pedestrian zone shall be protected. Bollards are permitted to achieve pedestrian protection. See Figure 4.23.2 for a cross-section of the Unit 3 Entry Plaza.

The passenger loading and drop-off in the Unit 3 Entry Plaza shall be open for use by the public. Signage shall be installed indicating that the passenger loading area is available for public use and not exclusive to hotel patrons.

GUIDELINES

4.23.2 Paving

Plaza paving should be enhanced concrete with interesting score patterns, unit pavers, or a combination of concrete and unit pavers. Paving should be selected to complement the adjacent paved areas. Coordinate paving materials and design with Block 9 Open Space and Stack Plaza to maintain a sense of continuity. While paving of the entire area should be unified in material selection, paving patterns, textures, and variation should be used to distinguish pedestrian zones from vehicular. Ensure that unit pavers within EVA areas meet requirements for emergency vehicles.

4.23.3 Planting

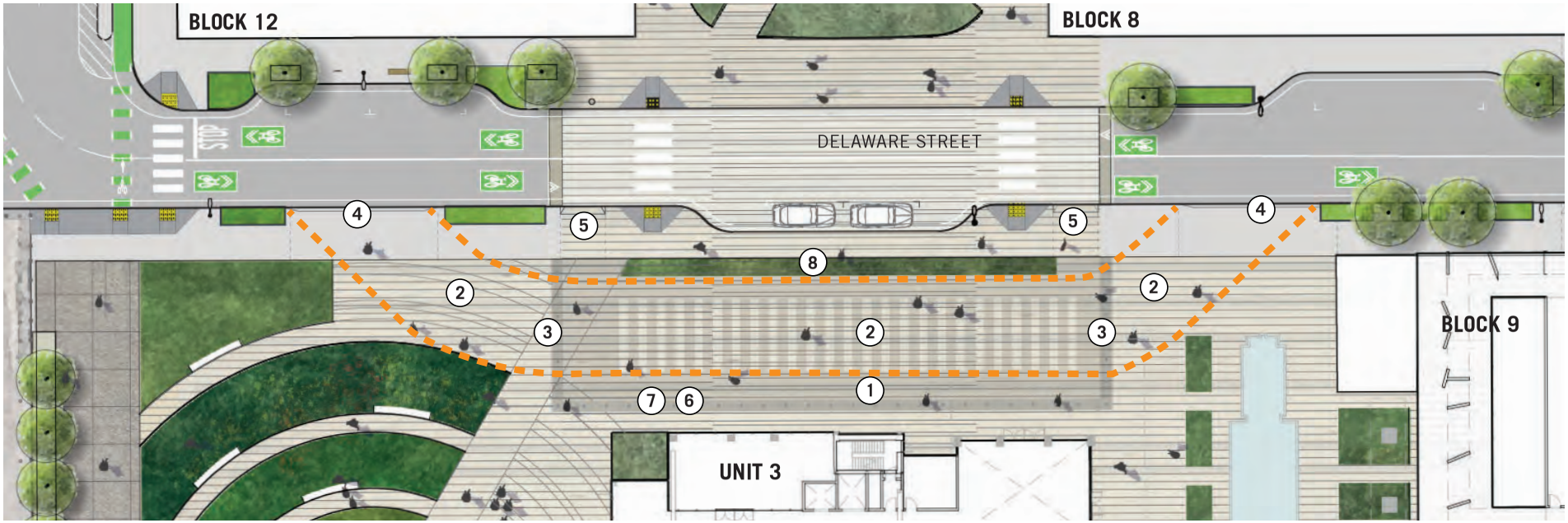
Planting should be incorporated into the plaza design where feasible and within the requirements of the EVA lane.

CONSIDERATIONS

4.23.4 Paving

Vehicular-rated pervious pavers or standard pavers with compacted base should be considered for the EVA lane.

Figure 4.23.1 Block 9 Open Space: Unit 3 Entry Plaza

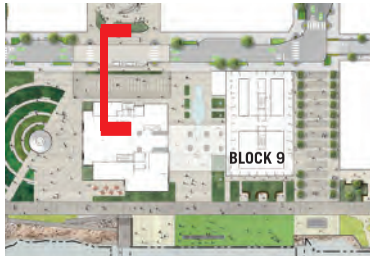


UNIT 3 ENTRY PLAZA

Loading and Fire Access

1. Passenger Loading
2. Fire Access Lane
3. Removable Bollards
4. Curb Cut for Fire Access
5. Curb Cut for Passenger Drop-off
6. Detectable Warning Pavers
7. Bollards
8. Planted Buffer

Aerial Ladder Fire Truck Access Lane



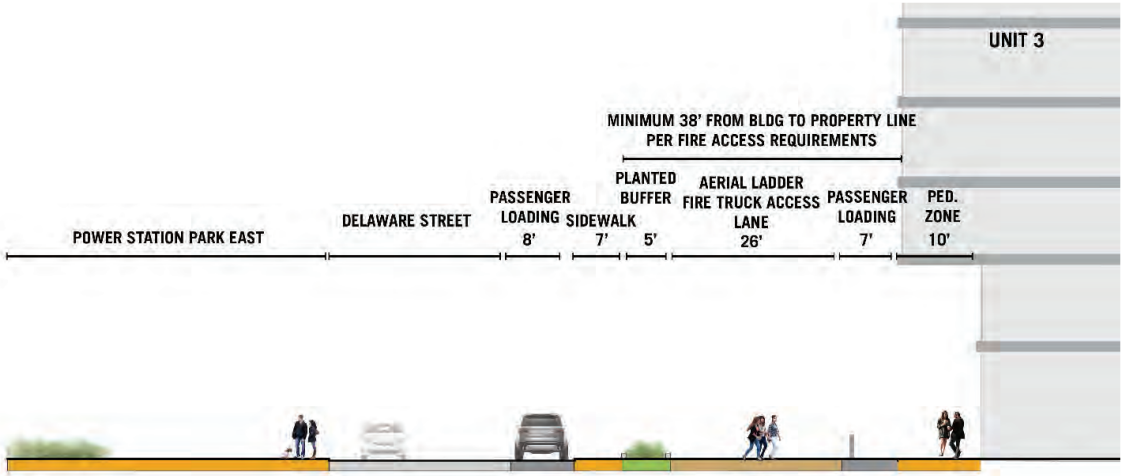


Figure 4.23.2 Unit 3 Passenger Entry Plaza: Concept Section Looking North

4.24 Humboldt Street Plaza

Humboldt Street Plaza is envisioned as an open and flexible space, primarily paved, with the ability to accommodate open air markets, performances, public art, and elements of an interpretive program, such as exhibits. The plaza will provide a car-free pedestrian connection between the terminus of Humboldt Street and the waterfront. Views of the Bay and the East Bay Hills will draw visitors from the surrounding neighborhood to the water.

STANDARDS

4.24.1 Pedestrian Circulation

Pedestrian Throughways shall be established and maintained between the Blue Greenway and Delaware Street through this plaza. The plaza will be open to the public. See Figure 4.24.2.

4.24.2 Emergency Vehicle Access / Circulation

26-foot clear width emergency vehicle access (EVA) shall extend between Blocks 4 and 9 from Delaware Street to the eastern edge of the building faces at Blocks 4 and 9. Paving shall be designed to accommodate the structural loading of emergency vehicles. See Figure 4.24.2.

4.24.3 Amenities

The following amenities shall be provided within Humboldt Street Plaza: seating, lighting, open flexible-use plaza space, planted areas, bicycle parking, waste receptacles, and power sources for temporary markets and performances. The amenities and features shown in figure 4.24.2 are permitted in Humboldt Street Plaza.

4.24.4 Program

This flexible-use plaza shall be designed to accommodate temporary events, performances, and art exhibits, subject to Exhibit L-2 of the Development Agreement.

4.24.5 Food and Drink Kiosks and Carts

See Table 4.15.1 Publicly Oriented Accessory Retail Uses in Open Spaces.

4.24.6 Fire Access in Open Space

Fire access to Block 4 and Block 9 shall be provided in Humboldt Plaza for maximum length of 150 feet, measured from the curb-cut or vehicular access point into the plaza. Open space fire access shall provide a minimum 26-foot-wide clear path of travel. See Figure 5.8.1 for fire access locations within open space.

GUIDELINES

4.24.7 Paving

Plaza paving should be enhanced concrete with interesting score patterns, unit pavers, or a combination of concrete and unit pavers. Paving should be selected to complement the adjacent paving of the Blue Greenway.

4.24.8 Furnishing

See Section 4.9 for standards and guidelines. Integrate fixed furnishing, constructed of durable materials such as concrete, hardwoods, steel, and/or cast iron, in plaza design. Moveable seating, such as café tables and chairs, is encouraged.

4.24.9 Lighting

See Section 7 for standards and guidelines. Lighting at Humboldt Street Plaza should balance safety with the need to keep light pollution to a minimum. Fixtures should reinforce the linear design of the plaza.

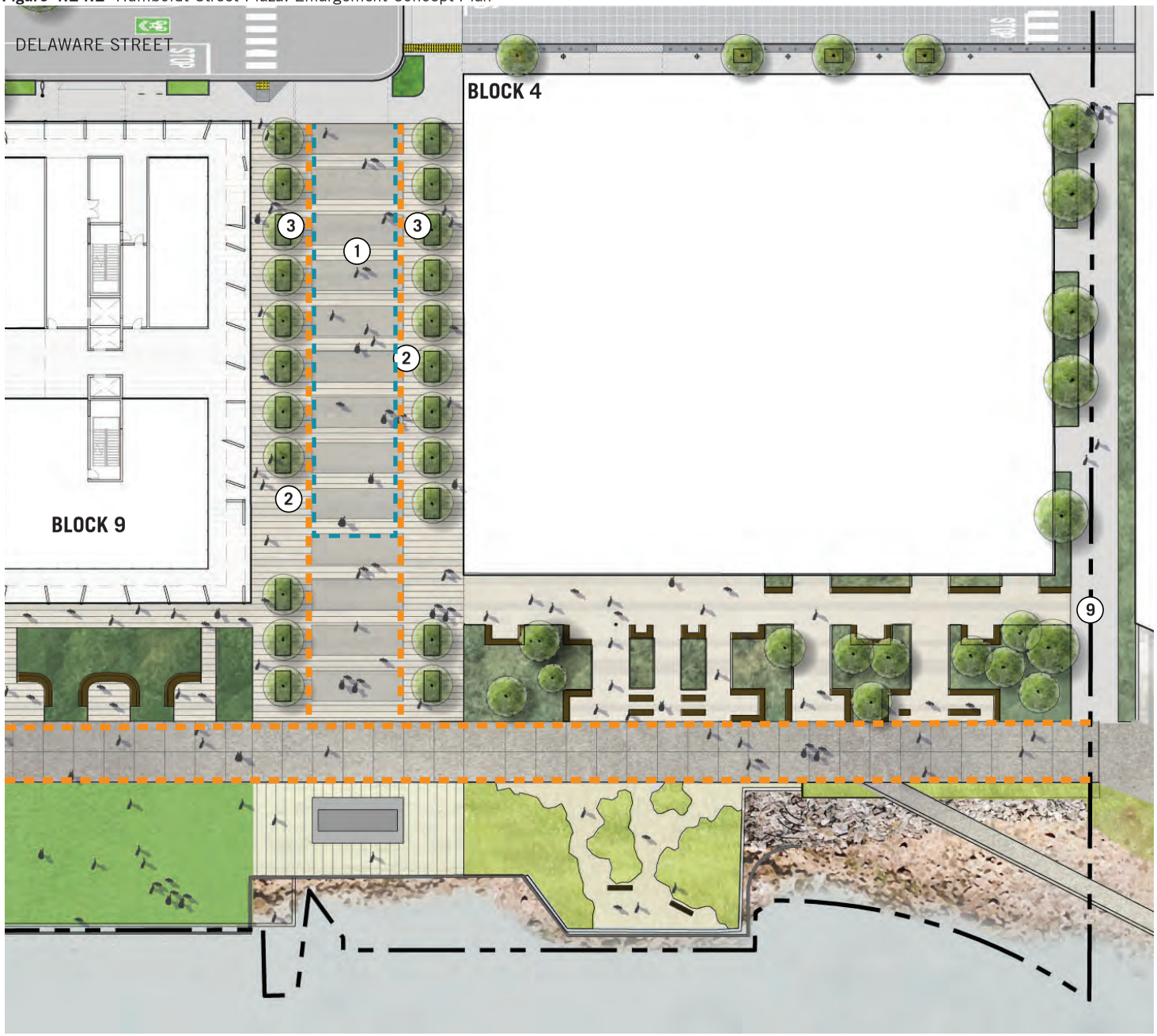
CONSIDERATIONS

4.24.10 Paving

Consider variation in paving texture and color across the plaza width, which may serve to visually reduce the scale of paving needed for EVA.

Figure 4.24.1 Concept View West towards Humboldt Street and Block 9 from the Bay Overlook at Humboldt Street Plaza

Figure 4.24.2 Humboldt Street Plaza: Enlargement Concept Plan



HUMBOLDT STREET PLAZA

Market and Event Plaza

1. Flexible-Use Plaza and 26-foot EVA Lane
2. Potential Market Stall/Event Tent Locations
3. Benches

EVA Lane

Aerial Ladder Fire Truck Access 150-ft. dead-end

10' 20' 50'

Humboldt Street Plaza

Figure 4.24.3 Humboldt Street Plaza: Concept Section Looking West

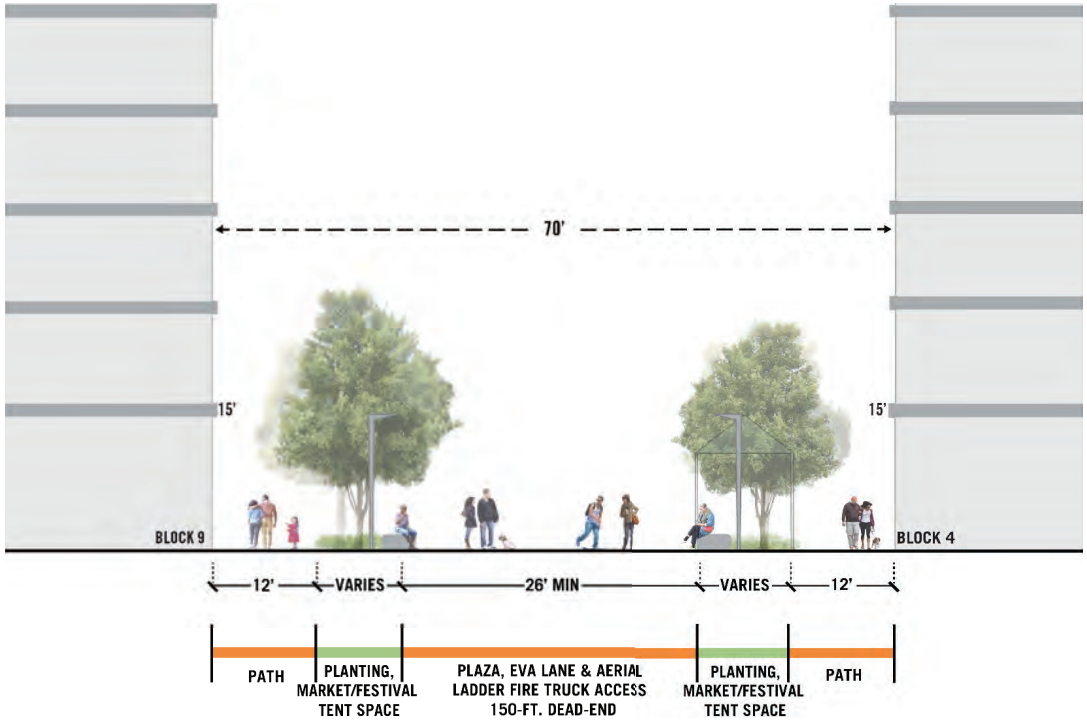


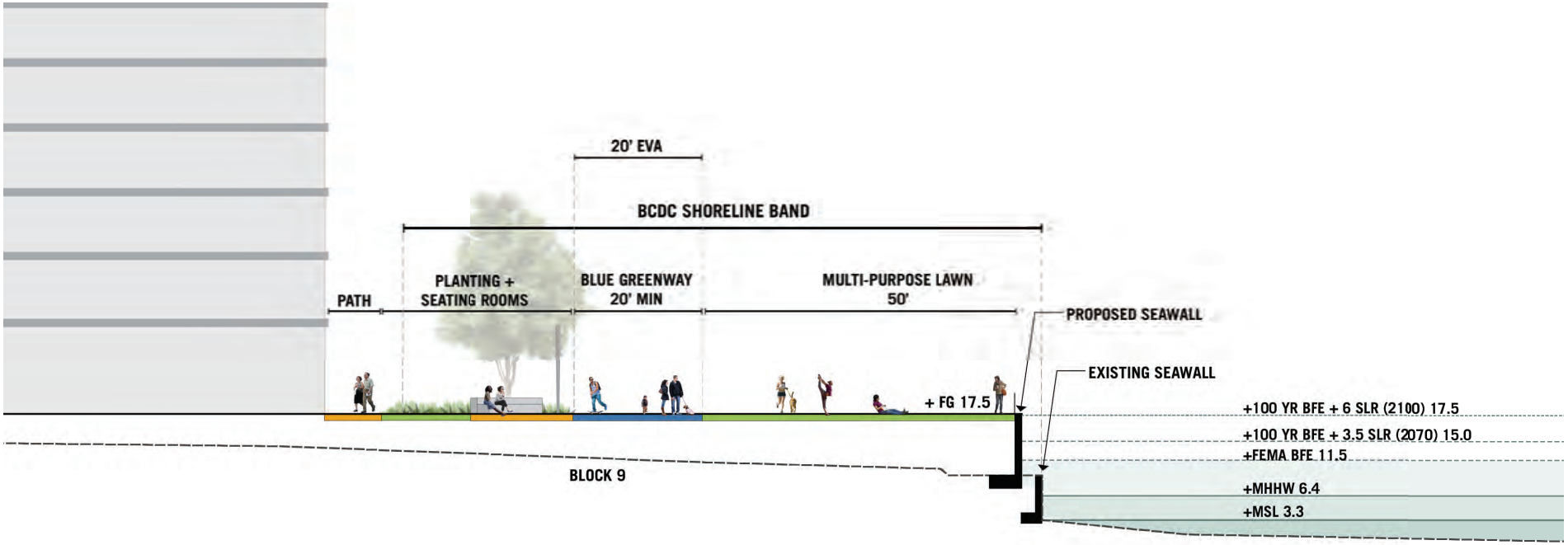
Figure 4.24.4 Humboldt Street Plaza: Precedent Images

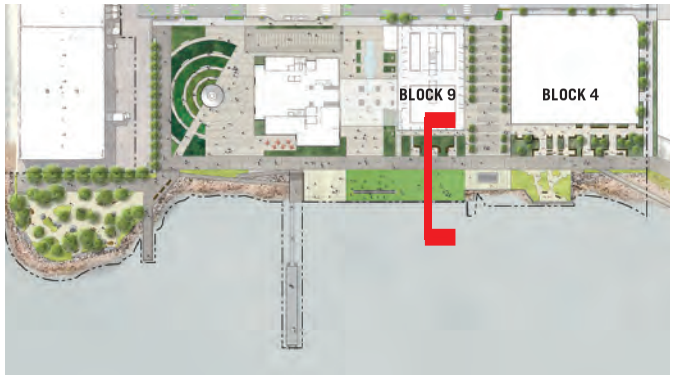
Farmers' market.

Outdoor performance.

Outdoor market.

Figure 4.24.5 Block 9 to Waterfront: Concept Section Looking North





Legend:

FEMA Federal Emergency Management Agency
BFE Base Flood Elevation
MHHW Mean Higher High Water
MSL Mean Sea Level
SLR Sea Level Rise

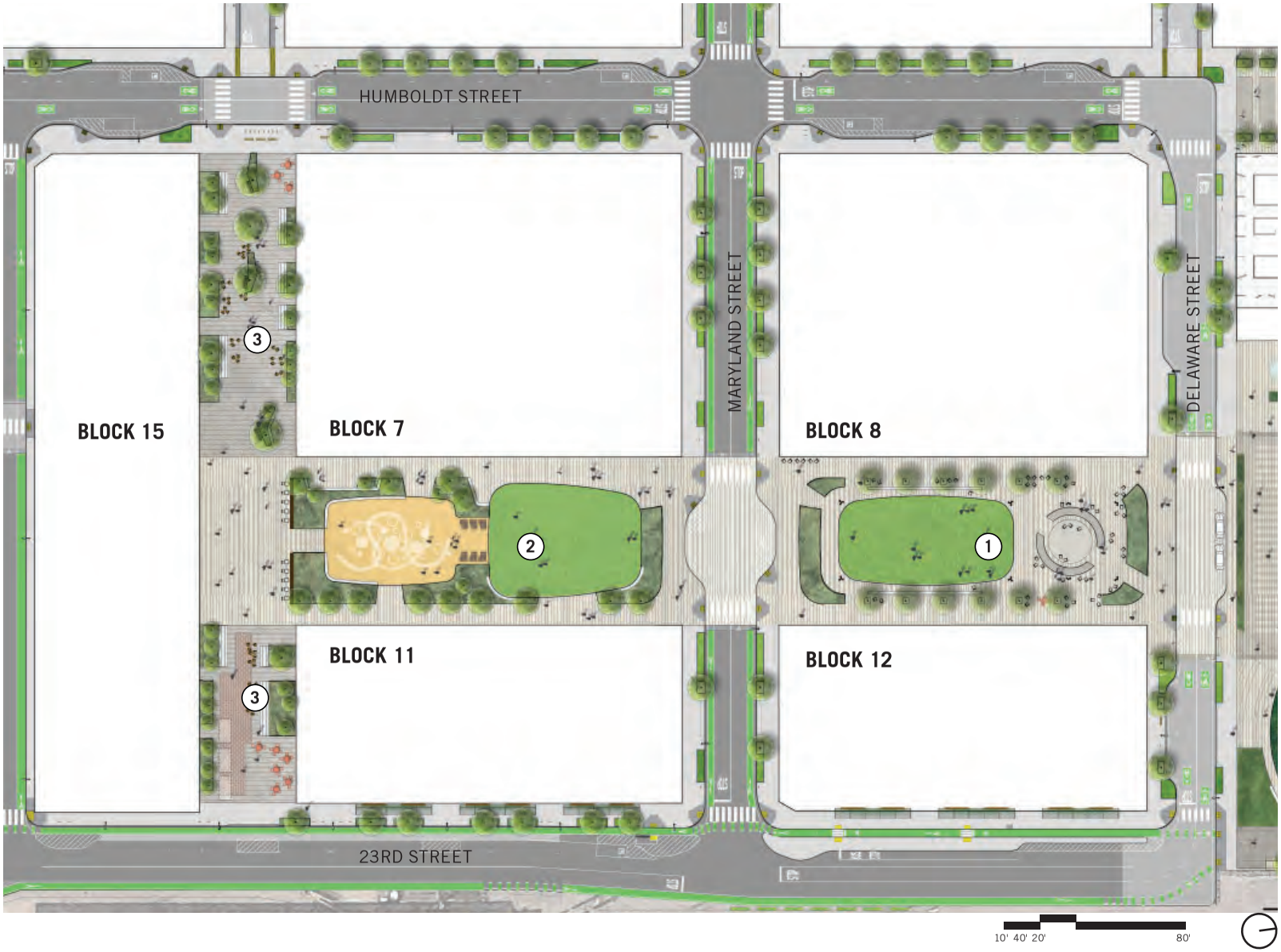
4.25 Power Station Park and Louisiana Paseo Overview

Located in the heart of the development, Power Station Park and Louisiana Paseo will provide Dogpatch and other local neighborhoods a rich array of active and passive recreational opportunities. Power Station Park will include opportunities for fitness, active and passive recreation, and casual social experiences. The two blocks of Power Station Park will be distinct from one another in their programming and site elements, but will be linked by common features and materials. Louisiana Paseo will provide flexible-use urban plaza spaces and car-free pedestrian areas connecting the neighborhood's retail and residential uses with the open space program.

All of these open spaces will be designed to allow for interaction with adjacent ground-floor uses of the adjacent buildings to create delightful, welcoming, and active public places.

View of Unit 3 and the Stack from Power Station Park West.

Figure 4.25.1 Power Station Park and Louisiana Paseo: Concept Plan Overview



POWER STATION PARK AND LOUISIANA PASEO

Concept plan overview

1. Power Station Park East
2. Power Station Park West
3. Louisiana Paseo

4.26 Power Station Park and Louisiana Paseo Overview: Pedestrian Circulation

STANDARDS

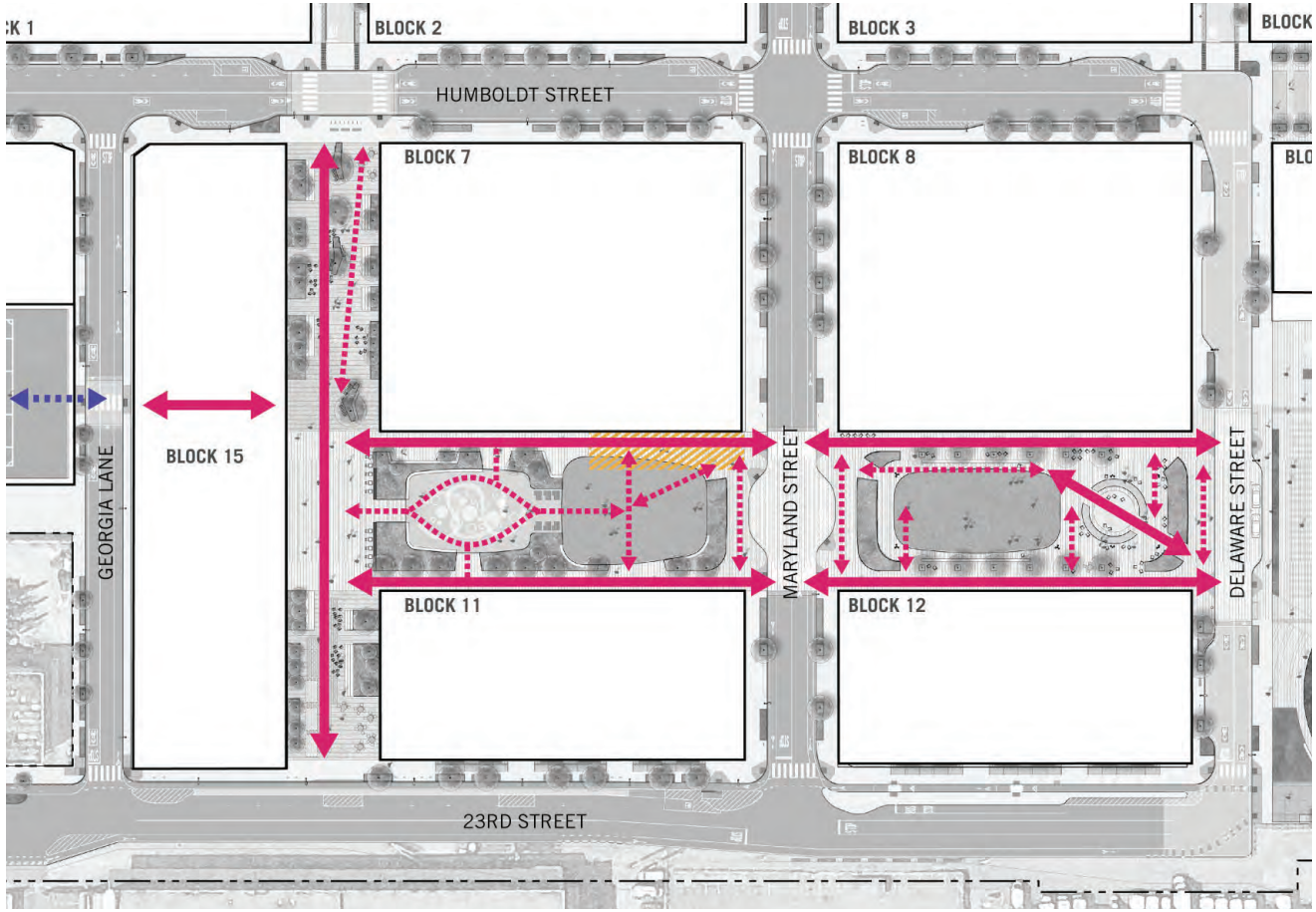
4.26.1 Circulation: Power Station Park

Power Station Park shall establish Pedestrian Throughways in the east–west direction, creating a clear connection between the core of the neighborhood, the Stack, and potentially Unit 3. The park's primary east–west pedestrian circulation will establish a clear, straightforward connection to Louisiana Street Paseo. In the north–south direction, an open and permeable design will allow free movement across the parks.

4.26.2 Circulation: Louisiana Paseo

Louisiana Paseo shall establish a Pedestrian Throughway in the north–south direction, creating a clear connection between Humboldt Street and 23rd Street.

Figure 4.26.1 Power Station Park and Louisiana Paseo: Conceptual Pedestrian Circulation



POWER STATION PARK AND LOUISIANA PASEO

Conceptual Pedestrian Circulation

- Primary Pedestrian: 10' W Minimum
- Secondary Pedestrian: 6' W Minimum
- Emergency Vehicle Access: 26' W Minimum
- Public Access to Rooftop Soccer Field (See Section 6: Buildings)

4.27 Power Station Park and Louisiana Paseo Overview: Program

STANDARDS

4.27.1 Program

The open space composed of Power Station Park and Louisiana Paseo shall establish recreational amenities that will include accommodation for youth soccer, play and fitness activities for all ages, public seating areas, open flexible spaces, and stormwater treatment gardens. Design and programming of these spaces shall be established in coordination with anticipated or established ground-floor uses of adjacent buildings. See Sections 4.28, 4.29, and 4.30 for more standards and guidelines for each open space.

4.27.2 Carts and Kiosk

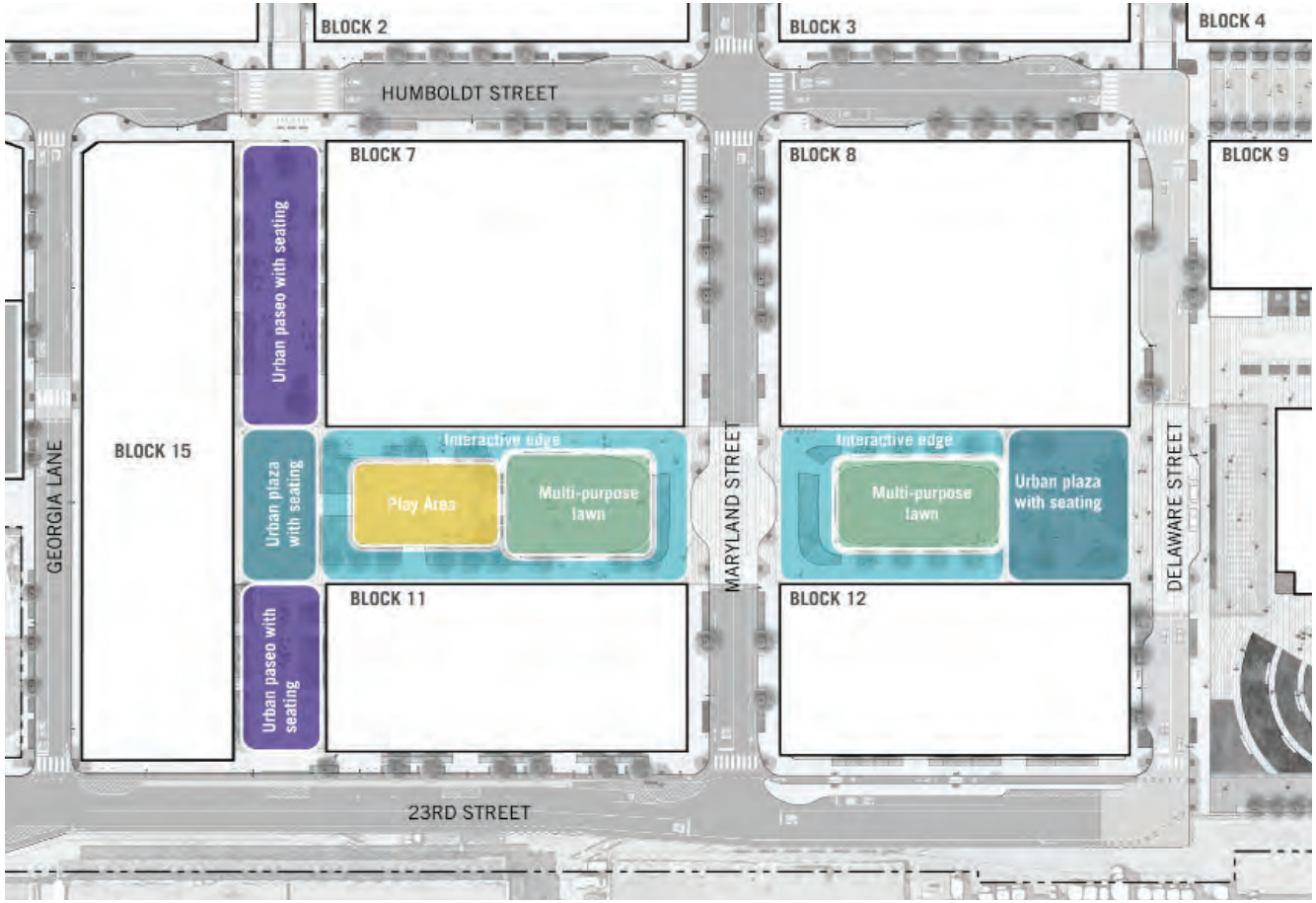
See Table 4.15.1 Publicly Oriented Accessory Retail Uses in Open Spaces.

CONSIDERATIONS

4.27.3 Thermal Energy Plant Piping Connection

The Project Sponsor may elect to construct shared thermal energy plants. Such a system would use shared thermal energy plants within the project site to recover waste heat from commercial buildings for heating and cooling use in residential buildings to reduce the project's overall energy and water demands. If feasible, utilities related to this system including an insulated pipe connection should be provided under the private portion of Power Station Park between Blocks 7 and 11 and Blocks 8 and 12.

Figure 4.27.1 Power Station Park and Louisiana Paseo: Program Zones



POWER STATION PARK AND LOUISIANA PASEO

Program Zones

4.28 Power Station Park East

Power Station Park East will feature a social neighborhood plaza that opens up to Unit 3 and the Stack, as well as a multi-purpose lawn that can accommodate a variety of activities, including youth soccer, outdoor movies, community events, and casual lounging and play. Public seating within the plaza will afford views of the Stack and Unit 3, if Unit 3 is retained. Linear seating on the north and south edges of the lawn will help define the outdoor room and allow spectators to view a youth soccer game or practice.

STANDARDS

4.28.1 Multi-Purpose Lawn

Power Station Park East shall feature an open, multi-purpose lawn that can accommodate one under-6 youth soccer field.

4.28.2 Plaza

Power Station Park East shall feature an open, paved plaza at its eastern end.

4.28.3 Pedestrian Circulation

Pedestrian Throughways, at minimum 10-feet wide, shall be established in the east–west direction along the northern and southern building frontages. See Figure 4.28.3. This circulation pattern shall continue to Power Station Park West. Free movement in the north–south direction across the park, between buildings shall be allowed, with porous edges or edges with multiple points of entry between circulation paths and the turf field.

4.28.4 Amenities

The following amenities shall be provided within Power Station Park East: open plaza space, seating, lighting, multi-purpose lawn, planted areas, stormwater gardens, bicycle parking, waste stations, drinking fountains, and power sources for outdoor movies and other community events. The amenities and features shown in figure 4.28.1 are permitted in Power Station Park East.

4.28.5 Program

Power Station Park East shall be designed to accommodate temporary events, including outdoor movies and community events, performances, art exhibits, and one under-6 youth soccer field, subject to Exhibit L-2 of the Development Agreement.

GUIDELINES

4.28.6 Views to Unit 3 and Stack

Power Station Park design should maintain open views of the Stack and Unit 3. The eastern edge of Power Station Park should be free of large trees and other vertical obstructions that interrupt these views.

4.28.7 Paving

Primary circulation paths at building faces should be paved with enhanced cast-in-place concrete, unit pavers, or a combination of enhanced concrete and unit pavers. Permeable unit pavers are allowed. Paving at primary circulation paths at both blocks of Power Station Park should be identical or similar to create uniformity across the two park blocks.

4.28.8 Lighting

See Section 7 for standards and guidelines. Lighting should balance safety with the need to keep light pollution to a minimum. Fixtures should reinforce the linear design of the primary circulation paths on the north and south edges of the park.

CONSIDERATIONS

4.28.9 Awnings and Architectural Canopies

To establish an intermediate scale between the park and adjacent buildings, consider a canopy structure or awning that may be freestanding or integrated with building architecture along the northern edge of Power Station Park at both East and West blocks.

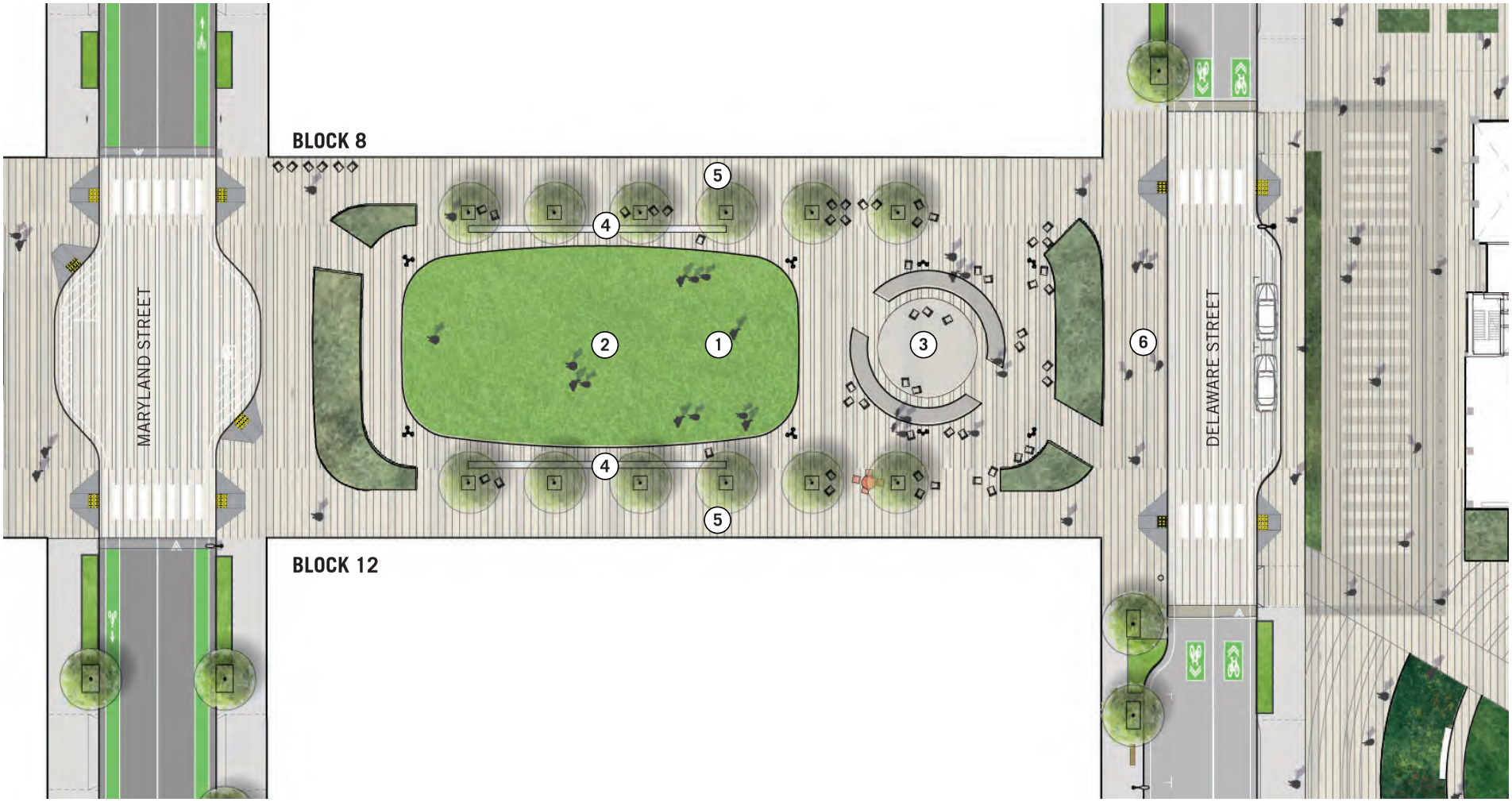
4.28.10 Park-Edge Trees

Trees may be planted along the park edges instead of or in addition to canopy structures or awnings as long as the minimum 10-foot wide circulation path is maintained.

4.28.11 Multi-Purpose Lawn

Consider consolidating the two multi-purpose lawns in Power Station Park East and Power Station Park West into either Power Station Park East or Power Station Park West during detailed or final design to provide the opportunity for having a larger field.

Figure 4.28.1 Power Station Park East: Enlargement Concept Plan



POWER STATION PARK EAST

Concept Plan

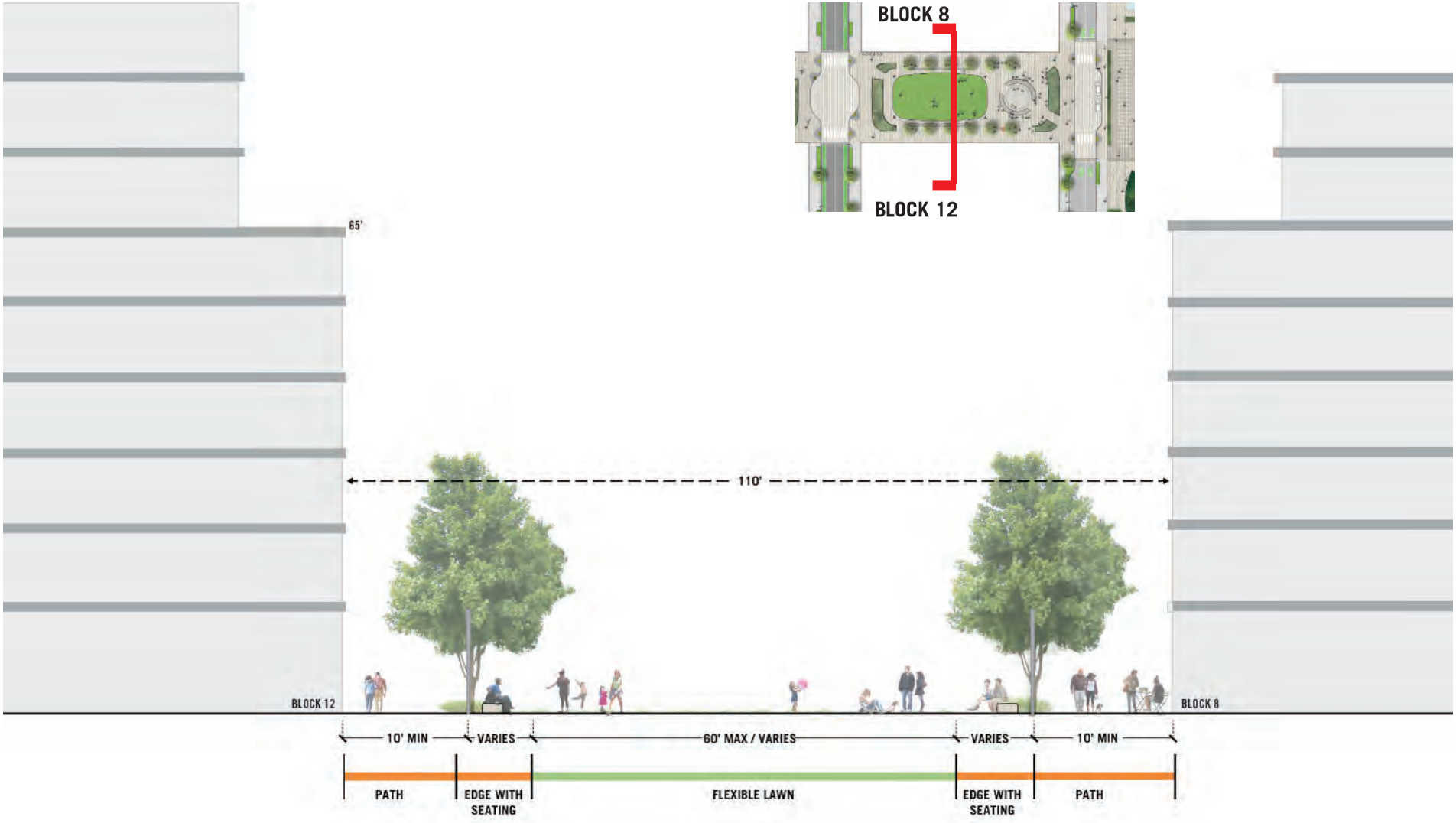
1. Multi-Purpose Lawn
2. Under-6 Soccer Field (Minimum Dimensions: 45 feet x 75 feet)
3. Plaza
4. Seating
5. Building Access and Circulation Path
6. Clear Viewshed to Unit 3 and the Stack

10' 30' 70'

Power Station Park East

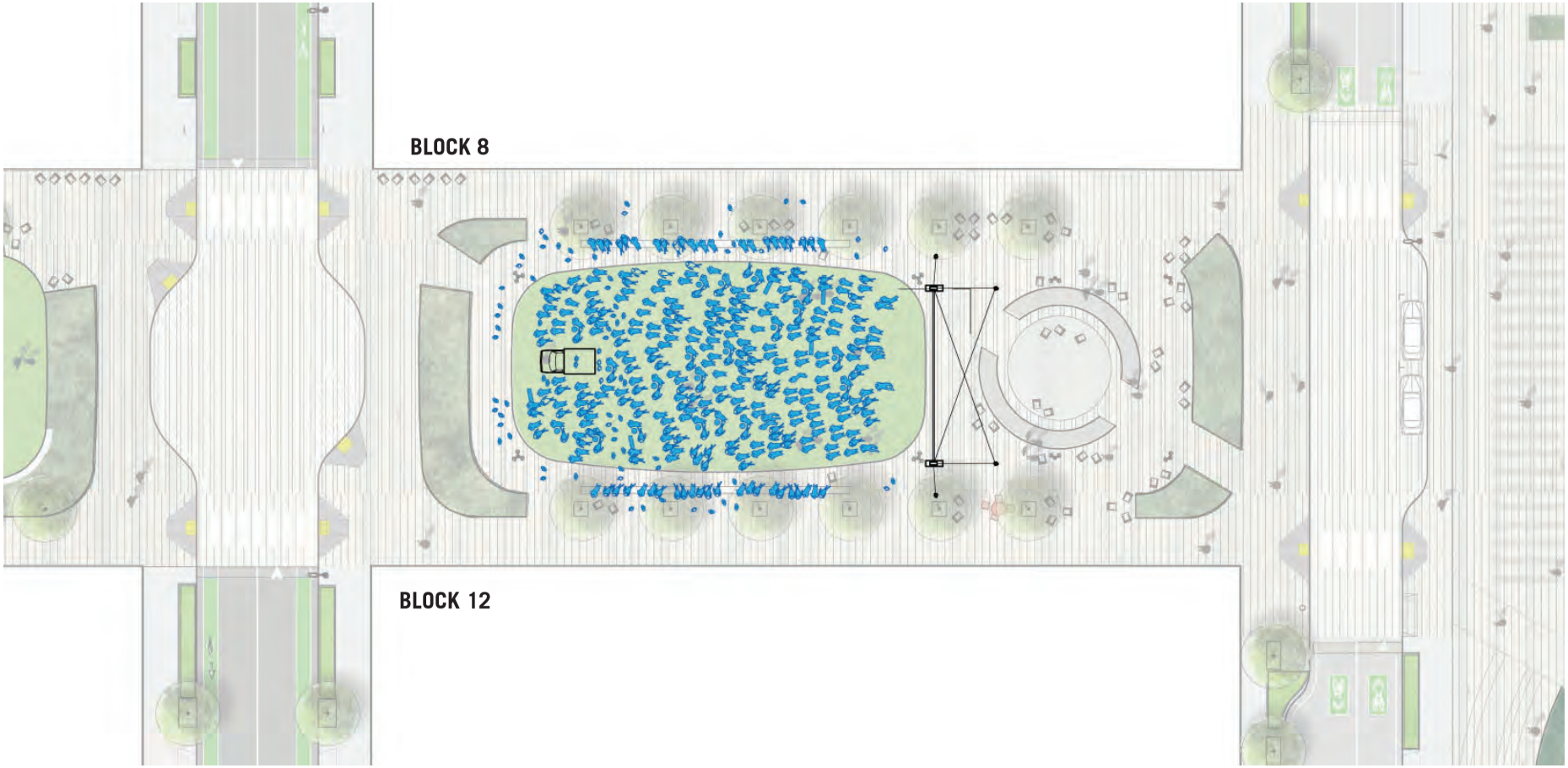
Figure 4.28.2 Power Station Park East: Conceptual View Toward Unit 3 and the Stack, Showing Edge of Flexible-Use Field and the Power Station Park East Plaza

Figure 4.28.3 Power Station Park East: Concept Section Looking West



Power Station Park East

Figure 4.28.4 Power Station Park East: Event Capacity



POWER STATION PARK EAST EVENT CAPACITY

Diagram showing a performance or movie night accommodating over 450 people.

Figure 4.28.5 Power Station Park East: Precedent Images

Fitness in the park.

Active recreation.

Picnic in the park.

Community plaza.

Outdoor movie night.

Outdoor seating on the park.

4.29 Power Station Park West

Power Station Park West will feature a fitness and play area for all ages and a multi-purpose lawn that can accommodate youth soccer. Signature sculptural play elements will distinguish this park, providing opportunities for active play and exercise. To the extent possible, play features shall integrate uses for all ages and not segregate people by age groups.

The Park will be designed to be interactive with the ground floors of adjacent buildings. The park design shall enhance building programming, including community uses such as day care, indoor fitness rooms, or other community spaces. Public seating on the north side of the park and around the turf area will take advantage of sun exposure. Primary circulation paths at the north and south edges of the park will provide pedestrian paths and connect the west and east blocks of the park with similar paving and path widths.

STANDARDS

4.29.1 Sculptural Play Elements

Power Station Park West shall feature play structures appropriate for play and fitness for all ages. A special zone may be designated for use by an adjacent day care during day care operation hours. Outside of such hours, the special zone shall be open to the general public.

4.29.2 Multi-Purpose Lawn

Power Station Park West shall feature an open, multi-purpose lawn that can accommodate one under-6 youth soccer field.

4.29.3 Pedestrian Circulation

A Pedestrian Throughway, having a minimum width of 10 feet, shall be established in the east–west direction along the building faces to the north and south. Free movement shall be allowed in the north–south direction across the park between buildings, through porous edges or edges with multiple points of entry between circulation paths and the central play plaza.

4.29.4 Amenities

The following amenities shall be provided within Power Station Park West: play features, seating, lighting, planted areas, stormwater gardens, bicycle parking, drinking fountains, and waste stations. The amenities and features shown in figure 4.29.1 are permitted in Power Station Park West.

4.29.5 Fire Access

Fire access within Power Station Park West may be required if Block 7 is developed with more than one building. This access shall be a maximum length of 150 feet, measured from the curb-cut or vehicular access point into the open space. Open space fire access shall provide a minimum 26-foot-wide clear path of travel. See Figure 5.8.1 for fire access locations within open space.

GUIDELINES

4.29.6 Paving

Primary circulation paths at building faces should be paved with enhanced cast-in-place concrete, unit pavers, or a combination of enhanced concrete and unit pavers. Paving at primary circulation paths at both blocks of Power Station Park should be identical or similar in order to create uniformity across the two park blocks.

4.29.7 Lighting

See Section 7 for standards and guidelines. Lighting should balance safety with the need to keep light pollution to a minimum.

4.29.8 Sculptural Play Elements

Play elements should be integrated into a cohesive urban plaza design. To the extent feasible, play features should not segregate age groups from one another. To avoid fixed barriers and fences, it is recommended that potential designated day care center activities use temporary moveable barriers/fences during use.

CONSIDERATIONS

4.29.9 Awnings and Architectural Canopies

To establish an intermediate scale between the park and adjacent buildings, consider a canopy structure or awning that may be freestanding or integrated with building architecture along the northern edge of Power Station Park at both East and West blocks.

4.29.10 Park-edge Trees

Trees may be planted along the park edges instead of or in addition to canopy structures or awnings as long as the minimum 10-foot wide circulation path is maintained

4.29.11 Furnishing

See Section 4.9 for standards and guidelines. Furnishing should complement and be integrated into the overall park design. Moveable seating, such as cafe tables and chairs is encouraged along the northern building face. Public picnic tables or fixed cafe tables for public use are recommended. Picnic tables and bench seating should be located directly adjacent to the play area.

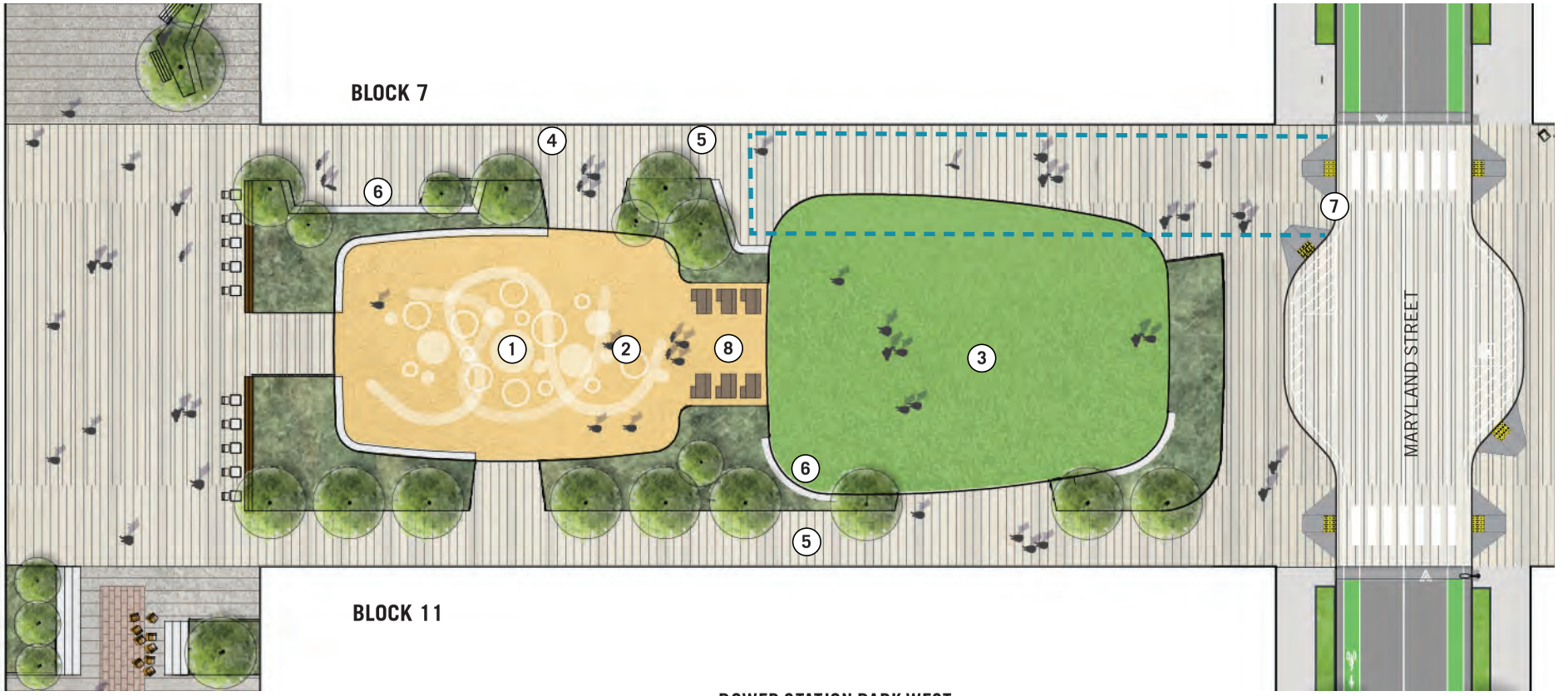
4.29.12 Lighting

Fixtures should reinforce the linear design of the primary circulation paths on the north and south edges of the park. Accent lighting at park features such as seating and play elements may be used to provide lighting variety.

4.29.13 Sculptural Play Elements

Play elements should be artful, original structures that give Power Station Park West a clear identity.

Figure 4.29.1 Power Station Park West: Enlargement Concept Plan



POWER STATION PARK WEST

A Playful Neighborhood Park for All Ages

1. Sculptural Play Elements - All Ages
2. Play Area - Potential Day Care Center Outdoor Use
3. Multi-Purpose Lawn and Under 6 Soccer Field (Minimum Dimensions: 45 feet x 75 feet)
4. Potential Outdoor Food Service Seating
5. Building Access and Circulation Path
6. Public Seating
7. Modified Curb for EVA Access
8. Picnic Area with Tables and Benches

Aerial Ladder Fire Truck Access 150-ft. dead-end

4.29.14 Multi-Purpose Lawn

Consider consolidating the two multi-purpose lawns in Power Station Park East and Power Station Park West into either Power Station Park East or Power Station Park West during detailed or final design to provide the opportunity for having a larger field.

Power Station Park West

Figure 4.29.2 Power Station Park West: Precedent Images

Sculptural play area integrated with plaza.

Play features for all ages.

Sculptural play element.

Playful elements for all ages.

Adult fitness amenities.

Game tables.

Game tables.

Figure 4.29.3 Power Station Park West: Concept Section Looking West

4.30 Louisiana Paseo

Louisiana Paseo, while providing continuous pedestrian passage from block to block, will be made up of several distinct spaces. The south end of the paseo, at 23rd Street, will incorporate an open, paved plaza space that can accommodate food trucks or small neighborhood events. The plaza shall complement the commercial and light-industrial uses in the adjacent buildings at Block 15 and Block 11. Accordingly, Louisiana Paseo shall be designed to provide spill-out space relating to this public use, inviting public gathering and drawing pedestrians from Humboldt and 23rd Streets. Where it meets the west end of Power Station Park, the paseo will incorporate seating and may include game tables such as table tennis or chess. At the north end of the paseo, between Power Station Park and Humboldt Street, the paseo will be a pedestrian passage with seating that complements the adjacent Residential and Commercial uses of Block 15 and Block 7. The various spaces of Louisiana Paseo also provide opportunities for public art and elements of an interpretive program, such as interpretive exhibits.

STANDARDS

4.30.1 Pedestrian Circulation

Pedestrian Throughways, having a minimum width of 10 feet, shall be established in the north–south and east–west directions through the paseo. See Figures 4.30.2 and 4.30.3

4.30.2 Amenities

The following amenities shall be provided within Louisiana Paseo: seating, lighting, planted areas, stormwater gardens, bicycle parking, waste stations, and power sources for events. The amenities and features shown in figure 4.30.1 are permitted in Louisiana Paseo

4.30.3 Food and Drink Semi-Permanent Kiosks and Mobile Carts

See Table 4.15.1 Publicly Oriented Accessory Retail Uses in Open Spaces.

GUIDELINES

4.30.4 Paving

Primary circulation paths and plaza spaces should be paved with enhanced cast-in-place concrete, unit pavers, or a combination of enhanced concrete and unit pavers.

4.30.5 Furnishing

See Section 4.9 for standards and guidelines.

4.30.6 Lighting

See Section 7 for standards and guidelines. Lighting should balance safety with the need to keep light pollution to a minimum.

4.30.7 Program and Design

Louisiana Paseo should be designed to accommodate temporary events, performances, and art exhibits. If the eastern wall of Station A collapses or is damaged beyond repair, the paseo should be designed to provide welcoming spill-out space for the public use that would be required on the portion of Block 15 fronting Power Station Park. While unifying design elements such as paving, lighting fixtures, and furnishing should provide a legible identity for the entire paseo, the individual spaces at 23rd street, at Power Station Park, and at Humboldt Street should incorporate design elements and programming that are distinct from one another.

CONSIDERATIONS

4.30.8 Lighting

Primary fixtures should reinforce the linear design of the primary circulation paths. Secondary accent lighting may be used to highlight furnishing, paving, or other site elements.

4.30.9 Amenities

If the eastern wall of Station A collapses or is otherwise damaged beyond repair, amenities within Louisiana Paseo fronting Power Station Park should complement the spill-out space for the public use that then would be required on the portion of Block 15 fronting Power Station Park. Such amenities could include space for public assembly, public art, and informal recreation spaces, such as game tables, described earlier.

LOUISIANA PASEO

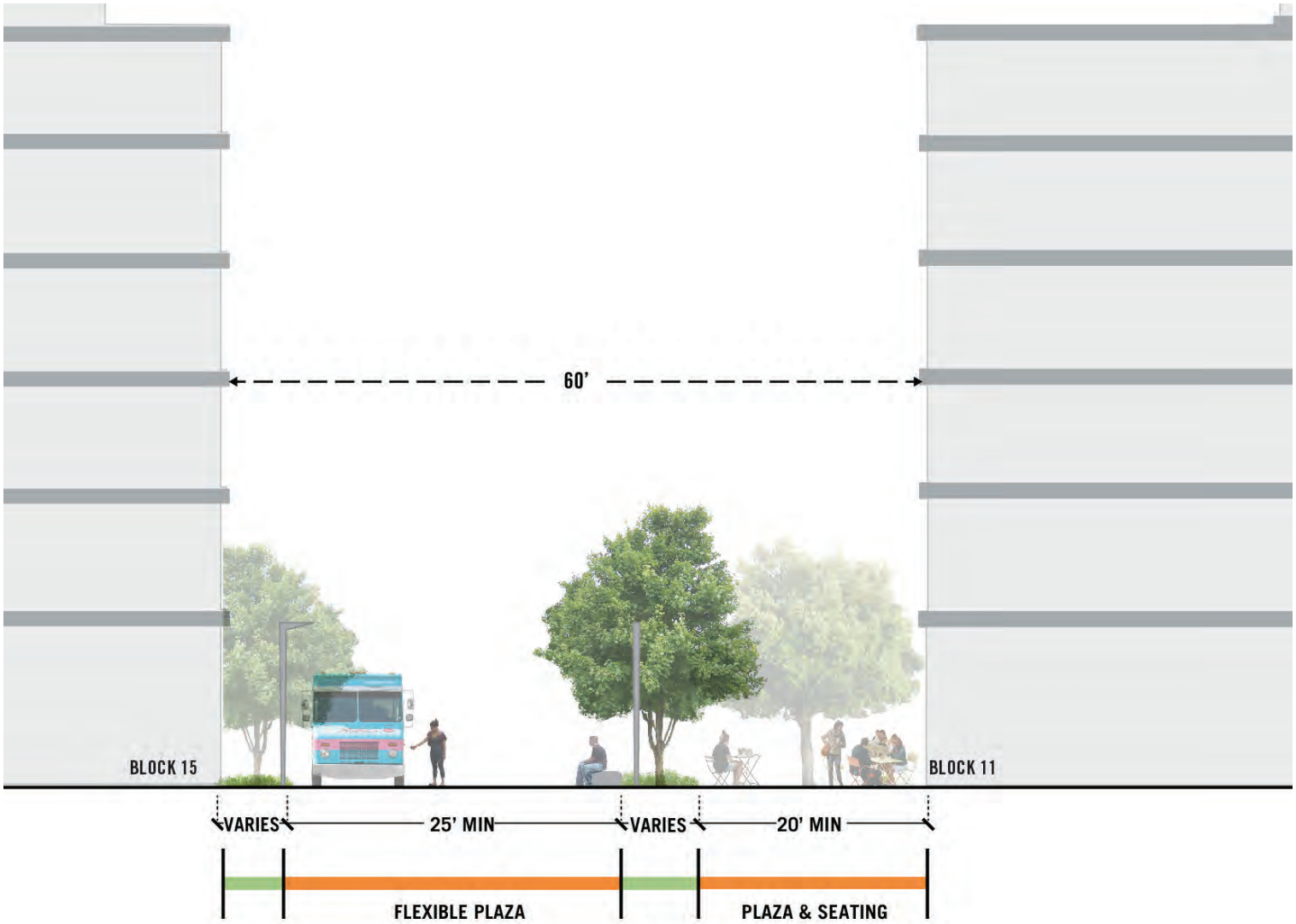
Outdoor Living Room, Spaces for Play, and A Pedestrian Paseo

1. Station A Plaza: Play Tables and Seating
2. Flexible-Use Plaza For Events, Food Trucks, Block Parties
3. Seating
4. Pedestrian Paseo and Seating
5. Rooftop Sports Field (See Section 4.31)
6. Curb Cut for Food Trucks/Maintenance Access (No Parking at this location)

20' 60' 100' 160'

Figure 4.30.1 Louisiana Paseo: Enlargement Concept Plan

Figure 4.30.2 Louisiana Paseo South: Concept Section Looking North



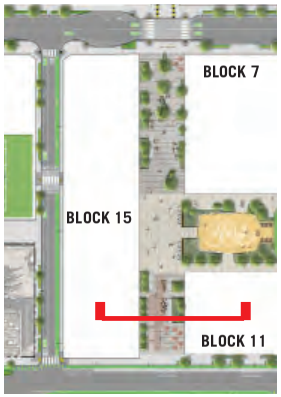
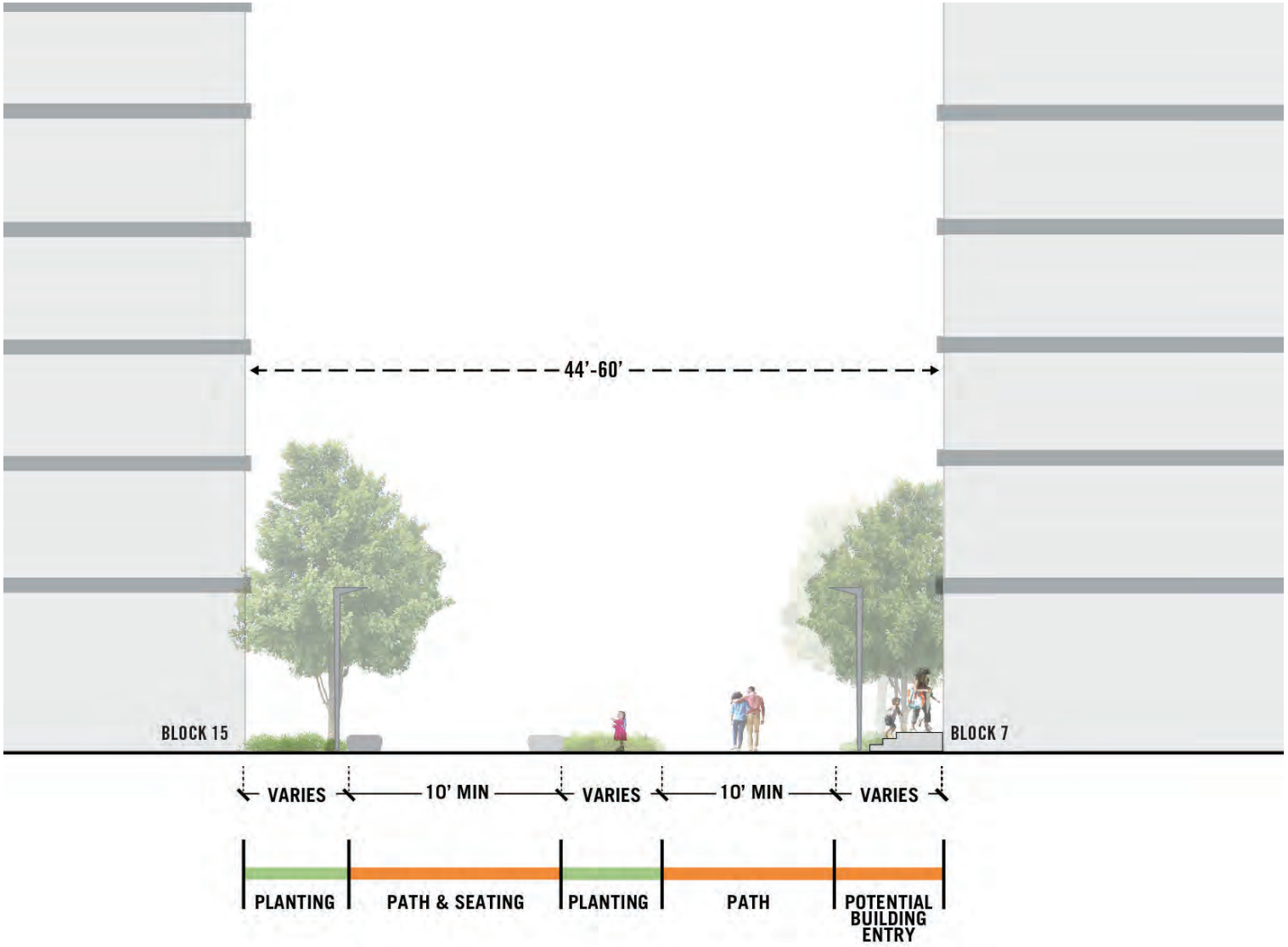
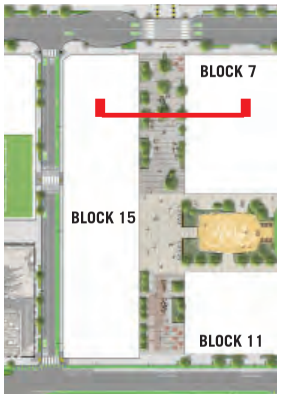


Figure 4.30.3 Louisiana Paseo North: Concept Section Looking North





4.31 Rooftop Soccer Field

The Power Station proposes to use a portion of the rooftop of the District Parking Garage for a publicly accessible, under-10 multi-purpose field made of high-quality artificial field turf. The location of the soccer field is proposed to be on top of Block 5, but may instead be on the roof of Block 1 or 13, which are also potential locations of the District Parking Garage. The facility is sized to accommodate casual adult-league play, youth development, and club training on one large under-10 field or three smaller under-6 fields. A field reservation system will be available for users to reserve the space. If a District Parking Garage is not constructed, an under-10 multi-purpose field will be constructed elsewhere on Blocks 5, 1 or 13, or elsewhere on-site. Such field may be indoors or outdoors.

STANDARDS

4.31.1 Access
Use of the soccer field shall be open to the public, pursuant to the terms of the Development Agreement. An access route from street level shall be provided with elevator and stair access and legible wayfinding.

4.31.2 Furnishing
Provide bench seating at field level for players and spectators.

4.31.3 Amenities
The following amenities shall be provided at the soccer field: seating, lighting, drinking fountain, and waste stations. A restroom serving the field will be provided within the same building as the field but may be located on the ground floor. The amenities and features shown in figure 4.31.2 are permitted at the rooftop soccer field.

4.31.4 Field Enclosure
A wind screen and/or protective netting shall be provided as necessary. See also height exception Standard 6.2.4.

4.31.5 Field Dimensions
The field will be an under-10 field measuring 105 feet by 180 feet with 10-foot clearance on south, east, and north edges of the field. The field may be split into three under-6 fields measuring 60 feet by 105 feet. A clearance of 26 feet will be provided on the western edge of the field.

Note: These dimensions apply to a soccer field at Block 5. Should the field be located at Block 1 or Block 13, the field shall have the same minimum dimensions of 105 feet by 180 feet, but the clearances may differ. If the field is located indoors, the minimum ceiling height shall be 20 feet.

4.31.6 Turf
Artificial turf is required.

4.31.7 Permitted Activities
Other active recreation activities are permitted on the soccer field.

GUIDELINES

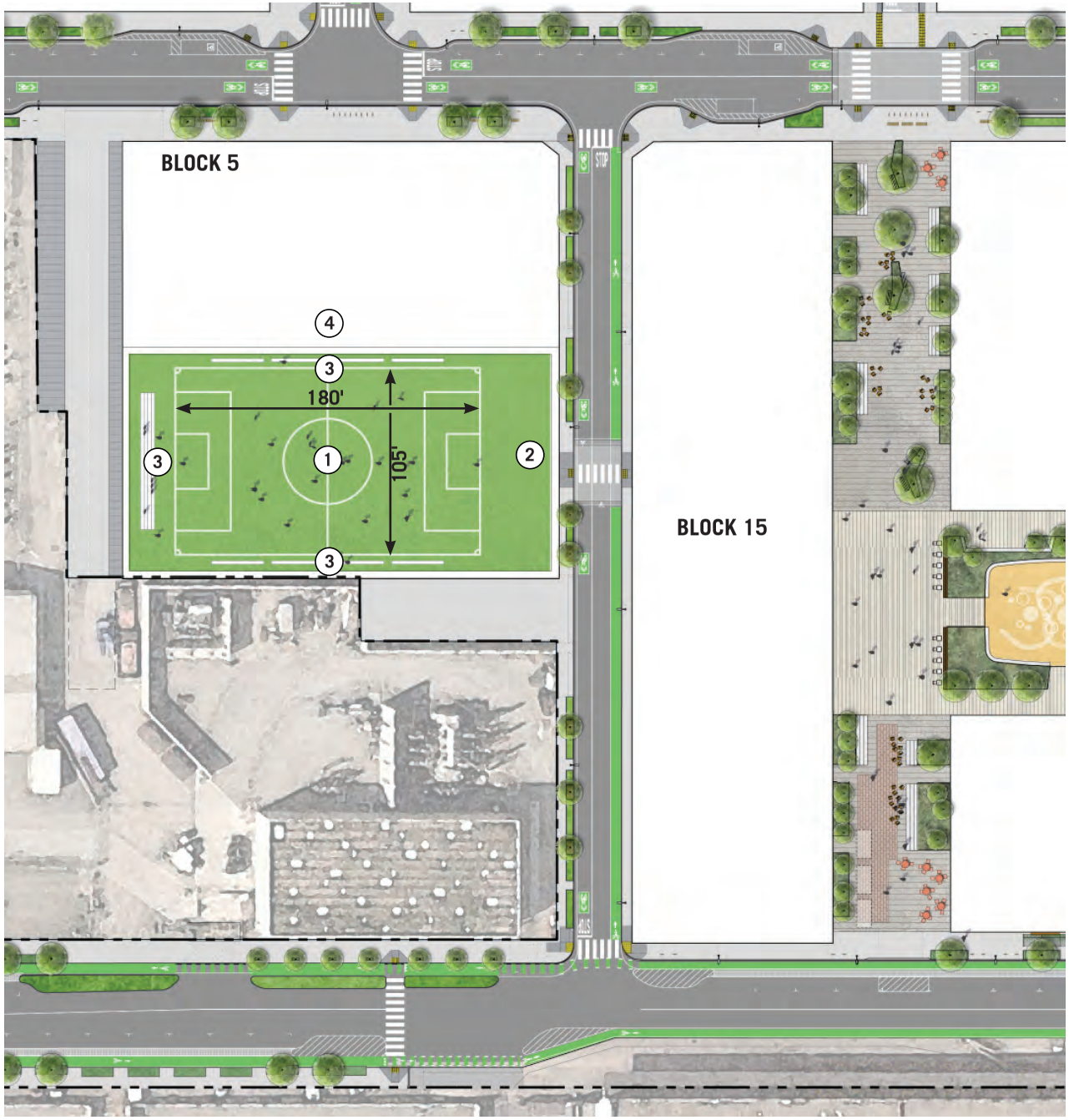
4.31.8 Lighting
See Section 7 for standards and guidelines. Lighting should balance the safety and functionality of the sports field with the need to keep light pollution to a minimum.

Note: Sports field lighting is not PUC lighting.

4.31.9 Field Reservation Policy
If permitted by Recreation and Parks Department (RPD), reservation of the rooftop soccer field may occur through RPD's online athletic facilities reservation system.

Figure 4.31.1 Rooftop Soccer Field: Precedent Image

Figure 4.31.2 Rooftop Soccer Field: Enlargement Concept Plan



ROOFTOP SOCCER FIELD

Publicly accessible sports facility

1. Under-10 sized soccer field (105 feet x 180 feet)
2. Warm-up area
3. Benches
4. Publicly accessible restroom to be located at the Block where field is located. Final location on or in building TBD.

20' 60' 100' 160'

4.32 Illinois Street Plaza

Illinois Street Plaza is a linear plaza that stretches between 22nd Street and Humboldt Street along the west side of Block 13. Since the plaza sits over a utility corridor and serves as an EVA lane, the primary character of the space will be driven by interesting paving and the light-industrial and commercial activity at the ground floor of Block 13.

STANDARDS

4.32.1 Fire Access

Fire access within Illinois Street Plaza is required. Open space fire access shall provide a minimum 26-foot-wide clear path of travel. See Figure 5.8.1 for fire access locations within open space.

4.32.2 Amenities

The following amenities shall be provided within Illinois Street Plaza: seating, lighting, planted areas, bicycle parking, waste stations. The amenities and features shown in figure 4.32.1 are permitted in Illinois Street Plaza.

GUIDELINES

4.32.3 Paving

The plaza should be paved with enhanced cast-in-place concrete, unit pavers, or a combination of enhanced concrete and unit pavers. Vehicular rated paving systems that incorporate planted cells within the paving should be considered for the EVA lane.

4.32.4 Planting

Planting should be incorporated in the plaza design where feasible and within the requirements of the EVA lane.

4.32.5 Furnishing

See Section 4.9 for requirements. Furnishing must be located at the edge of the building or at the back of the Illinois Street sidewalk, clear of the Pedestrian Throughway and clear of the EVA lane.

4.32.6 Lighting

See Section 7 for standards and guidelines. Lighting must be clear of the EVA Lane.

Figure 4.32.1 Illinois Street Plaza: Enlargement Concept Plan

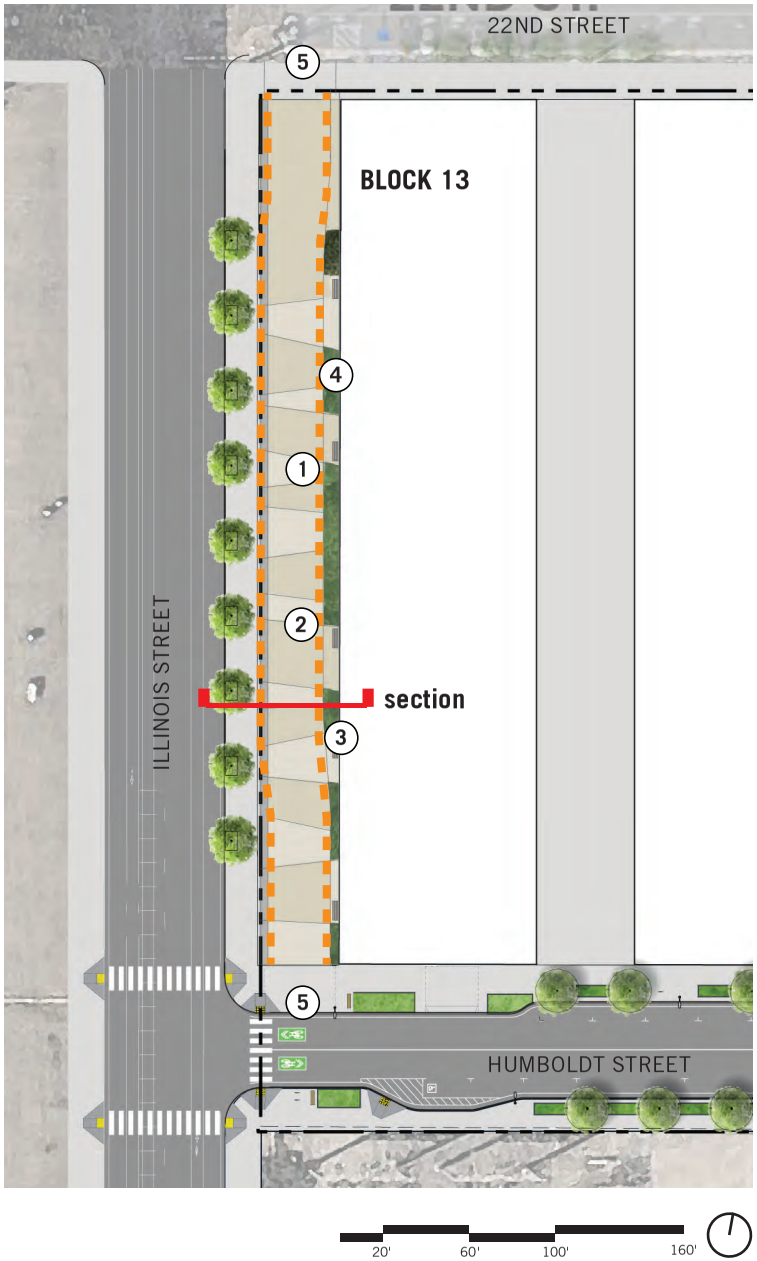
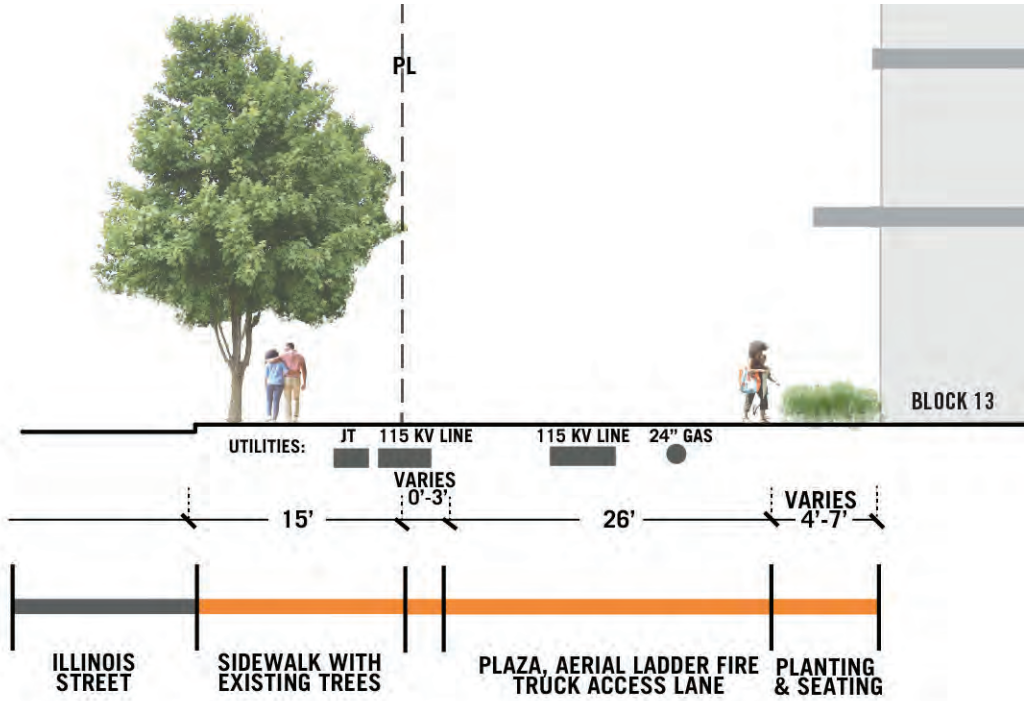


Figure 4.32.2 Illinois Street Plaza: Concept Section



ILLINOIS STREET PLAZA

1. Plaza
2. EVA Lane
3. Seating
4. Planting
5. EVA Curb Cut

Aerial Ladder Fire Truck Access Lane

4.33 Block 9 Building and Open Space Configuration Without Unit 3

If Unit 3 is not retained, the open space and building footprint at Block 9 will be reconfigured (see Sections 6.11 and 6.13). In this configuration, the southern edge of the new Block 9 building will align with the southern edge of Block 8, creating a continuous open space that connects Power Station Park to the Blue Greenway and the Bay. In this configuration, a unified Stack Plaza design extends from 23rd Street to Block 9, creating a grand civic space on the waterfront that incorporates paved plazas, gardens, and a south-facing lawn oriented to the Stack. A singular paving design links Stack Plaza to the Plaza spaces to the south and east of Block 9. The Plaza between the lawn and Block 9 may accommodate permanent and rotating art and interpretive exhibits, while allowing for everyday public seating and gathering.

The open space surrounding Block 9, extending from the south edge of Block 4 to the south edge of Stack Plaza, shall be characterized by a seamless design that reads and functions as one integrated space. The plaza and turf area shall be open, flexible-use space, appropriate for temporary events, public art, and the display of interpretive exhibits. The design shall include a balance of paving and green space while also including stormwater management gardens as needed. As the signature open space on the site, the design shall be of the highest caliber.

STANDARDS

4.33.1 Bicycle Circulation
See Section 4.21.1.

4.33.2 Pedestrian Circulation
See Section 4.21.2. A Pedestrian Throughway shall connect Delaware Street to the Blue Greenway in the east–west direction within the plaza south of Block 9.

4.33.3 Planting
See Section 4.21.3.

4.33.4 Amenities
See Section 4.21.4. A plaza south of Block 9 and a south-facing flexible-use turf area shall be provided. The amenities and features shown in figure 4.33.1 are permitted in the open space associated with the Block 9 alternative configuration.

4.33.5 Public Access
Block 9 Plaza shall remain open and accessible to the public. Please see Section 4.18 for standards and guidelines regarding Food Service Areas.

4.33.6 Food and Drink Semi-Permanent Kiosks and Mobile Carts
See Table 4.15.1 Publicly Oriented Accessory Retail Uses in Open Spaces.

4.33.7 Paving
See Section 4.21.5

GUIDELINES

4.33.8 Furnishing
See Section 4.21.6.

4.33.9 Lighting
See Section 4.21.7

4.33.10 Program
See Section 4.21.8 The flexible-use plaza and turf area should be designed to accommodate temporary events, performances, and art exhibits. Permanent public art features are allowed.

4.33.11 Connection to Spreckels Warehouse
See Section 4.21.9.

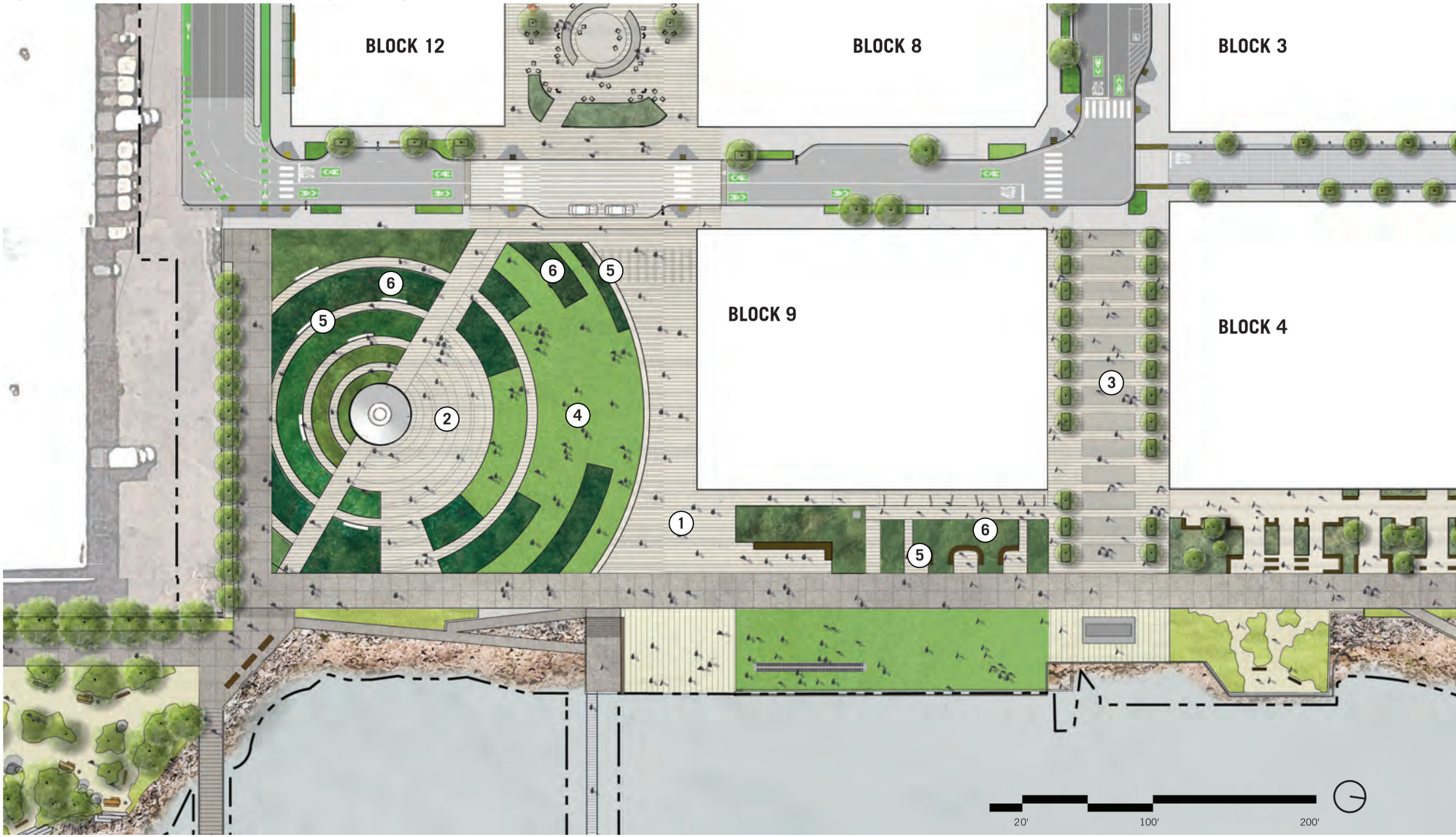
CONSIDERATIONS

4.33.12 Visual Buffer
See Section 4.21.10

4.33.13 Stormwater Management
See Section 4.21.11

4.33.14 Program
See Section 4.21.12

Figure 4.33.1 Block 9 Without Unit 3: Open Space Configuration



BLOCK 9 ALTERNATIVE CONFIGURATION WITH STACK PLAZA AND HUMBOLDT STREET PLAZA

Conceptual Scenario in which Unit 3 is Not Retained

1. Block 9 Plaza: Multi-Use Event and Art Plaza
2. Stack Plaza
3. Humboldt Street Plaza
4. Turf Area
5. Public Seating
6. Planting

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Section 5

STREETS

Streets

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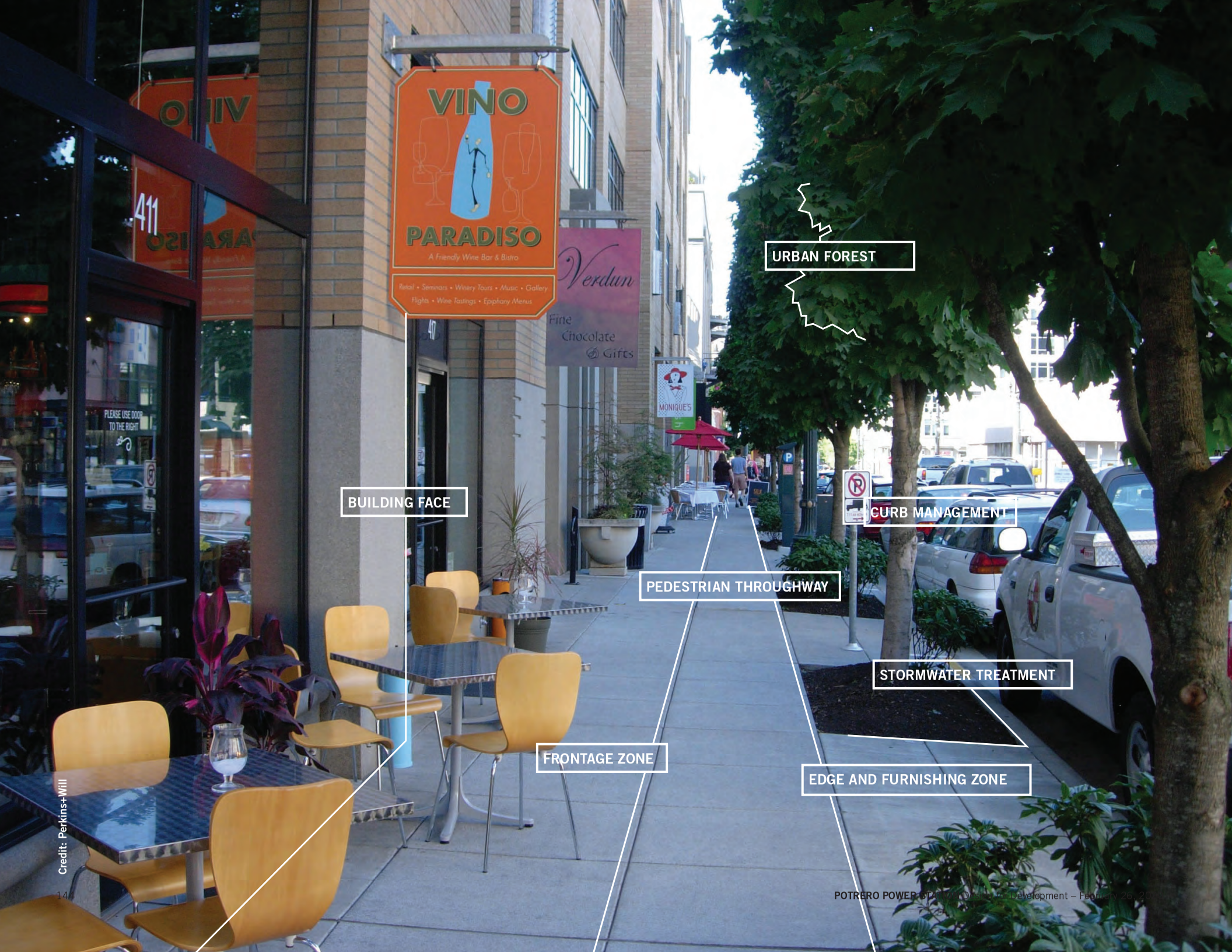


Credit: Perkins+Will

Streets

The quality of a neighborhood's public life is largely defined by what happens in its streets.

The Streets section implements the "Complete Streets" concept described in the Vision and provides detailed controls for the site's array of streetscapes. This section begins with an overview of street types and moves on to describe the pedestrian, bicycle, transit, shuttle, and vehicular networks that create the site's transportation system. The Power Station project will include several complementary street typologies that create a variety of different experiences for residents, workers, and visitors. These varied street types facilitate different uses and speeds of movement, from an afternoon stroll to a morning bicycle ride to work.

Streets at the Power Station project are designed to be pedestrian-and bicycle-friendly, with generous sidewalks and narrow vehicular travel lanes designed to facilitate slower vehicle speeds and prioritize safe pedestrian travel. Public transit is seamlessly integrated into the design, and optimally located to facilitate and encourage transit use. Street types and designs conform to the *San Francisco Better Streets Plan (2010),* enhancing the public realm with a robust network of complete-street typologies. Proposed street designs included in this section have been carefully reviewed by San Francisco Department of Public Works (SF Public Works), San Francisco Fire Department (SFFD), San Francisco Municipal Transportation Authority (SFMTA), and San Francisco Public Utilities Commission (SFPUC), and found to be compatible with 2015 SF Public Works Subdivision Regulations and other regulations that sometimes conflict with the *Better Streets Plan*.

5.1 Street Overview

The *Better Streets Plan* seeks to balance the needs of all users with an understanding that, because they serve a multitude of social, recreational, and ecological roles, streets themselves are an integral component of the public realm and city fabric.

In accordance with the *Better Streets Plan*, streets at the Power Station project will connect to the surrounding neighborhood with well-designed sidewalks. They employ a unified palette of pedestrian-oriented streetscape materials that follow universal design principles and satisfy SF Public Works accessibility requirements. Space for retail spill-out and moments of casual interaction, integrated with the design, support adjacent businesses and community-serving public spaces. Curb space is designed to accommodate as much loading and servicing need as possible, in an effort to reduce vehicular and pedestrian conflicts by limiting the number of driveways provided within the project. A generous canopy of trees and integrated stormwater treatment areas contribute to a verdant, attractive, and ecologically sustainable streetscape. Streets are designed to maximize pedestrian and cyclist safety, upholding Vision Zero SF, a policy adopted by the City and County of San Francisco in 2014.

Consistent with the *Better Streets Plan* and Vision Zero SF, the site will include the following street types, illustrated in Figure 5.1.1:

- **Neighborhood Commercial Streets** are those where San Franciscans do their daily errands, meet with friends, and shop and play on weekends. Accordingly, they must accommodate a variety of needs, including ample foot traffic as well as short-term parking for customers and loading space requirements for merchants. Neighborhood commercial streets include Humboldt Street, Maryland Street, Georgia Street, and the portion of Delaware Street south of Humboldt Street.
- **Mixed-Use Streets** serve a variety of low-intensity industrial uses in addition to residences, shops, and services. Mixed-use streets are often wide streets, with higher volumes of faster-moving traffic. Their use and character are in a state of constant change. 23rd Street will be a mixed-use street.
- **Alleys** are small-scale streets that typically only carry low numbers of vehicles accessing adjacent properties. Alleys will include Georgia Lane, Louisiana Street, and the portion of Delaware Street north of Humboldt Street. Louisiana Street and the portion of Delaware Street north of Humboldt Street may be shared streets, which are alleys without raised curbs. Craig Lane will be a one-way service alley with curbs and conventional sidewalks.
- **Shared Streets** are alleys without curbs. The goal of designating a shared street is to calm traffic and create a safe environment that encourages public activity. Louisiana Street and the portion of Delaware Street north of Humboldt Street may be shared streets.

STANDARDS

5.1.1 Requirements

Streets shall be designed for SU-30 Single Unit trucks and to accommodate WB-40 Intermediate Semitrailers (therefore WB-40 trucks may need to use adjacent travel lanes in order to turn). Streets shall adhere to the standards and guidelines contained within this section. For specific requirements for each street, see Street Character Sections 5.16 through 5.25.

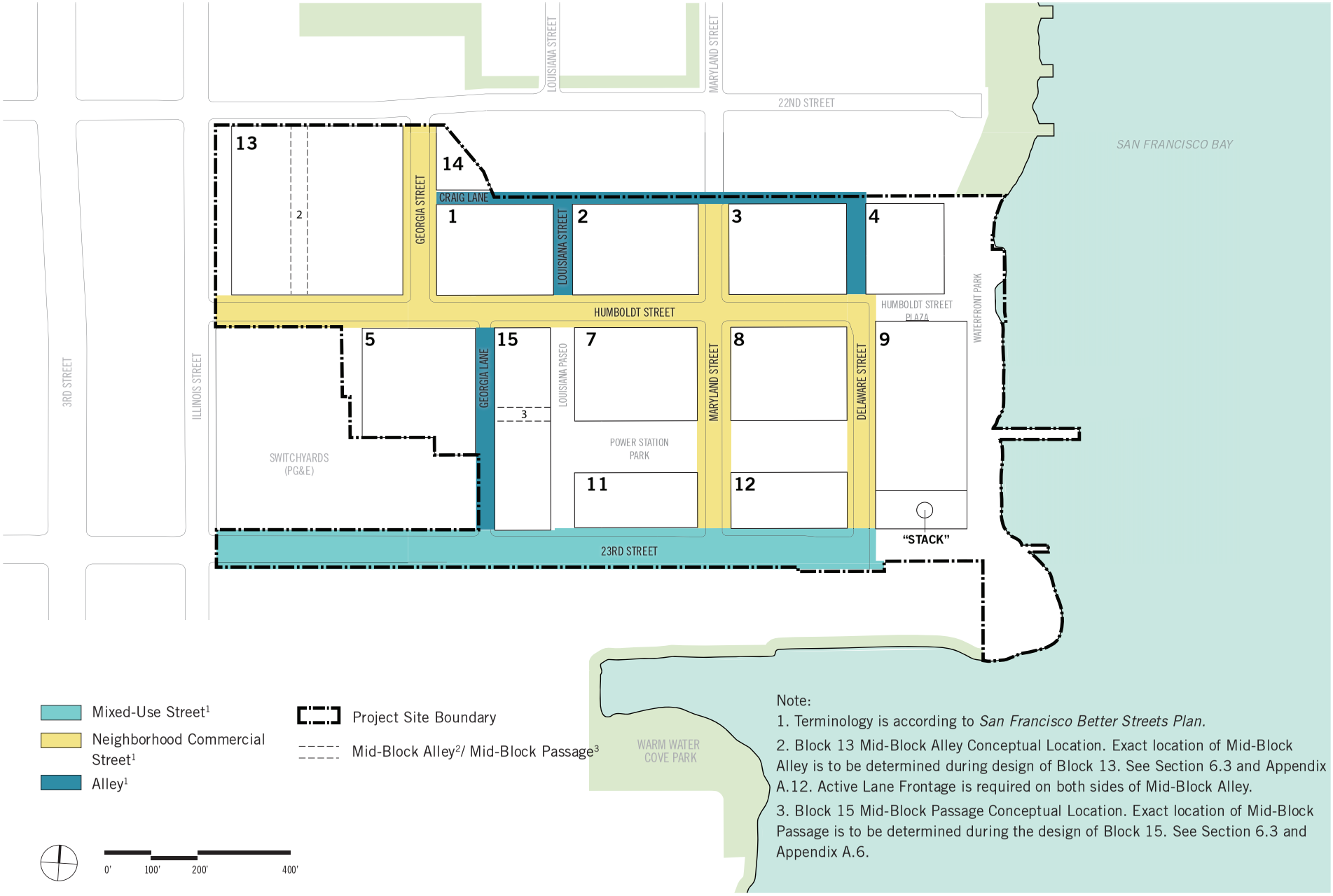
5.1.2 Public Rights-of-Way

Public streets at the Power Station project must comply with Department of Public Works (SF Public Works) standards, and be publicly accessible, subject to reasonable maintenance, operations, repair, and emergency access rights. Refer to Figure 5.13.1 for public rights-of-way planned for the Power Station project.

5.1.3 Signage and Markings

All intersections shall comply with City of San Francisco standards for signage and street markings.

Figure 5.1.1 Street Types



Note:

1. Terminology is according to *San Francisco Better Streets Plan.*
2. Block 13 Mid-Block Alley Conceptual Location. Exact location of Mid-Block Alley is to be determined during design of Block 13. See Section 6.3 and Appendix A.12. Active Lane Frontage is required on both sides of Mid-Block Alley.
3. Block 15 Mid-Block Passage Conceptual Location. Exact location of Mid-Block Passage is to be determined during the design of Block 15. See Section 6.3 and Appendix A.6.

5.2 Pedestrian Network

Sidewalks within public rights-of-way (ROWs) and throughways within open spaces at the Power Station project are designed to prioritize the safety and convenience of pedestrians with highly visible crossings, curb extensions that minimize crossing distances, and ample sidewalk space.

Sidewalks—the area between the curb and the property line—balance pedestrian travel with landscaping, furnishings, lighting, and other elements such as signage and fire hydrants. The following zones, consistent with the *Better Streets Plan*, help organize the aforementioned elements. See Figure 5.2.1 Sidewalk Zones.

Edge Zone. This area is used for the loading and unloading of people and goods. The edge zone shall be 24 inches in width (measured from the curb or street-edge) and located where there is adjacent parking or loading activities.

Furnishing Zone. This portion of the sidewalk is used for street trees, landscaping, transit stops, street lighting, furniture (such as benches), trash receptacles, bicycle racks, and other amenities. The width of the furnishing zone ranges from 3 to 5 feet, but can be wider as needed.

Throughway Zone. This zone is used for pedestrian travel. The throughway zone, also called the Pedestrian Throughway, varies in width, but is in no event less than 4 feet wide.

Frontage Zone. This area, adjacent to the building, provides a transition from the activity inside the building to that of the street.

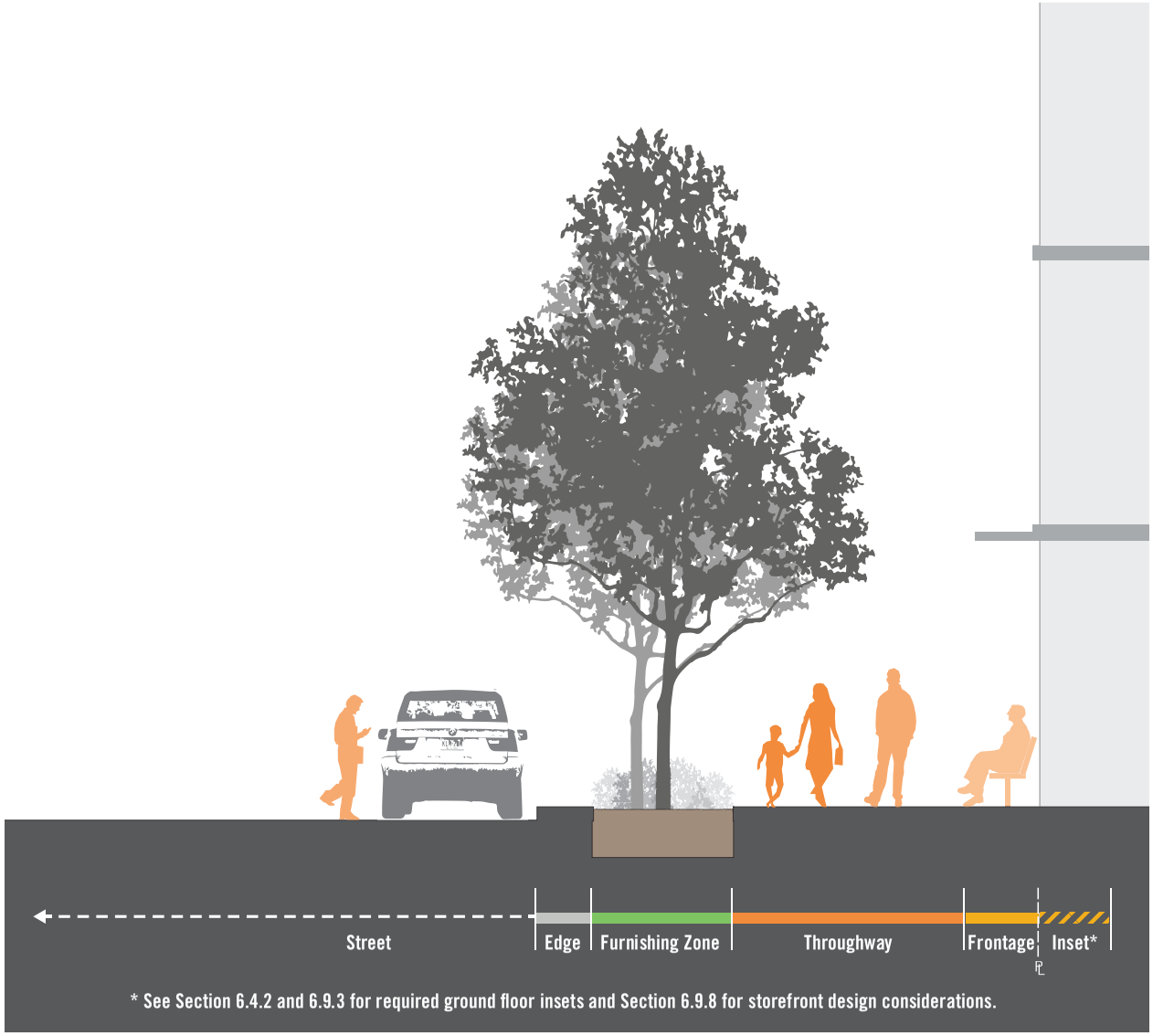


Figure 5.2.1 Sidewalk Zones

Furnishing Zone

Throughway Zone

Edge Zone

Frontage Zone

STANDARDS

5.2.1 Pedestrian Throughway

The Pedestrian Throughway shall be an accessible path of travel.

A) On all street types, except for alleys and shared streets, a minimum six-foot-wide Pedestrian Throughway shall be provided.

B) On alleys and shared streets, a minimum 4-foot-wide Pedestrian Throughway shall be provided, with a minimum 5 foot by 5 foot passing zone at a maximum of 200 feet on center. A 6-foot-wide path of travel shall be maintained where feasible. See Street Character sections (5.16 through 5.25) for streetscape details.

5.2.2 Raised Pedestrian Crossings

Raised pedestrian crossings shall be provided in the following locations, illustrated in Figure 5.2.2:

- Where Power Station Park crosses Maryland and Delaware streets;
- At the intersection of Humboldt and Louisiana streets; and
- At the mid-block crossing on Georgia Lane.

The surface, elevation, and design of raised pedestrian crossings shall comply with SF Public Works and SFPUC standards.

At raised crossings, Pedestrian Throughways across the intersection shall be indicated with crosswalks.

5.2.3 Shared Streets

Shared streets apply a continuous single surface treatment across the width of the ROW, with no raised curbs. Louisiana Street and the portion of Delaware Street north of Humboldt Street may be shared streets, as shown in Figure 5.2.2. In the event that these segments north of Humboldt are not shared streets, they would have raised curbs at least 4 inches in height. Additional detail is given in the D4D sections regarding the streetscape of Delaware Street (Section 5.21) and Louisiana Street (Section 5.22).

5.2.4 Crosswalks

Crosswalk treatments shall comply with City requirements and with SF Public Works standards. Surfacing of crosswalks shall meet ADA standards.

5.2.5 Bulb-outs

Bulb-outs shall be used wherever feasible based on design vehicle turning movement requirements to decrease pedestrian crossing distances and to create additional space for pedestrians, public seating and furnishing. The width of bulb-outs will be maximized to the extent reasonable based on vehicle turning movements and required utility separation to curb. Bulb-outs shall not be required if they will not be accepted by SF Public Works.

Figure 5.2.2 Pedestrian Network

5.3 Bicycle Network

The Power Station project's internal bicycle network is designed to connect cyclists safely and efficiently to destinations within and adjacent to the site (See Figure 5.3.1). Ranging from shared-roadway markings (sharrows) to protected bicycle lanes, all public streets at the Power Station project will include bicycle facilities.

Bicycle Lane Classifications

Class I bikeways, also known as bicycle paths or shared-use paths, are facilities with exclusive right-of-way for bicyclists and pedestrians, situated away from the roadway, and with cross-flows by motor traffic minimized. Some systems provide separate pedestrian facilities. Class I facilities support both recreational and commuting opportunities. Class I facilities are commonly applied along rivers, shorelines, canals, utility rights-of-way, and railroad rights-of-way; within school campuses; and within and between parks.

Class II bikeways are bicycle lanes established along streets and defined by pavement striping and signage that delineates a portion of a roadway for bicycle travel. Bicycle lanes are one-way facilities, typically striped adjacent to motor traffic travelling in the same direction. Contraflow bicycle lanes can be provided on one-way streets for bicyclists travelling in the opposite direction.

Class III bikeways, or bicycle routes, designate a preferred route for bicyclists on streets shared with motor traffic and are not served by dedicated bikeways, in order to provide continuity to the bikeway network. Bicycle routes are generally not appropriate for roadways with higher motor traffic speeds or volumes. Bicycle routes are established by placing bicycle-route signs and optional sharrows along roadways.

A Class IV separated bikeway, often referred to as a cycle track or protected bicycle lane, is for the exclusive use of bicycles, physically separated from motor traffic with a vertical feature. The separation may include, but is not limited to, grade separation, flexible posts, inflexible barriers, or on-street parking. Separated bikeways can provide for one-way or two-way travel. By providing physical separation from motor traffic, Class IV bikeways can reduce the level of stress and improve comfort for more types of bicyclists, and contribute to an increase in bicycle volumes and mode share.

Note: Bicycle lane classifications above are from "*Caltrans Bikeway Classification Guide,*" published July 2017.

Class I Bikeway

Class II Bikeway

Class III Bikeway

Class IV Separated Bikeway

STANDARDS

5.3.1 Waterfront Connection

The Blue Greenway shall conform to the street sections shown in Section 5.16, connecting to bicycle facilities on 23rd Street and Pier 70. Design shall include effective warning cues and controls, per National Association of City Transportation Officials (NACTO), and shall adhere to SFMTA guidelines in order to minimize pedestrian, bicycle, and vehicular conflict. See Section 5.16.

5.3.2 Pier 70 Connection

The Class II bicycle lanes on Maryland Street shall connect to proposed bicycle facilities north of Craig Lane, as shown in Figure 5.17.1. Effective warning cues and controls per NACTO and SFMTA guidelines shall be included in the design of the Maryland Street facility to minimize pedestrian, bicycle, and vehicular conflict when transitioning to and from the Class II to the Class III facility proposed for Pier 70.

5.3.3 Required Bicycle Facilities

A) 23rd Street

A Class IV bicycle facility shall be provided on the north side of the street, extending from Illinois Street to Delaware Street. A Class IV bicycle facility shall be provided on the south side of the street from Illinois Street to Georgia Lane. A Class II bicycle lane shall be provided on the south side of 23rd Street from Georgia Lane to Delaware Street. See Figure 5.3.1.

B) Maryland Street

Class II bicycle lanes shall be provided on the east and west sides of the street. The bikeway design for Maryland Street is tentative. The Project will continue to work with the City towards the design of a separated bikeway within the 64' right-of-way proposed on Maryland Street. Such a design change would be reviewed by City infrastructure agencies and incorporated into City approvals as part of the first Basis of Design submittal.

C) Georgia Lane

A Class II bicycle lane shall be provided on the east side of the street; sharrows shall be provided on the west side of the street.

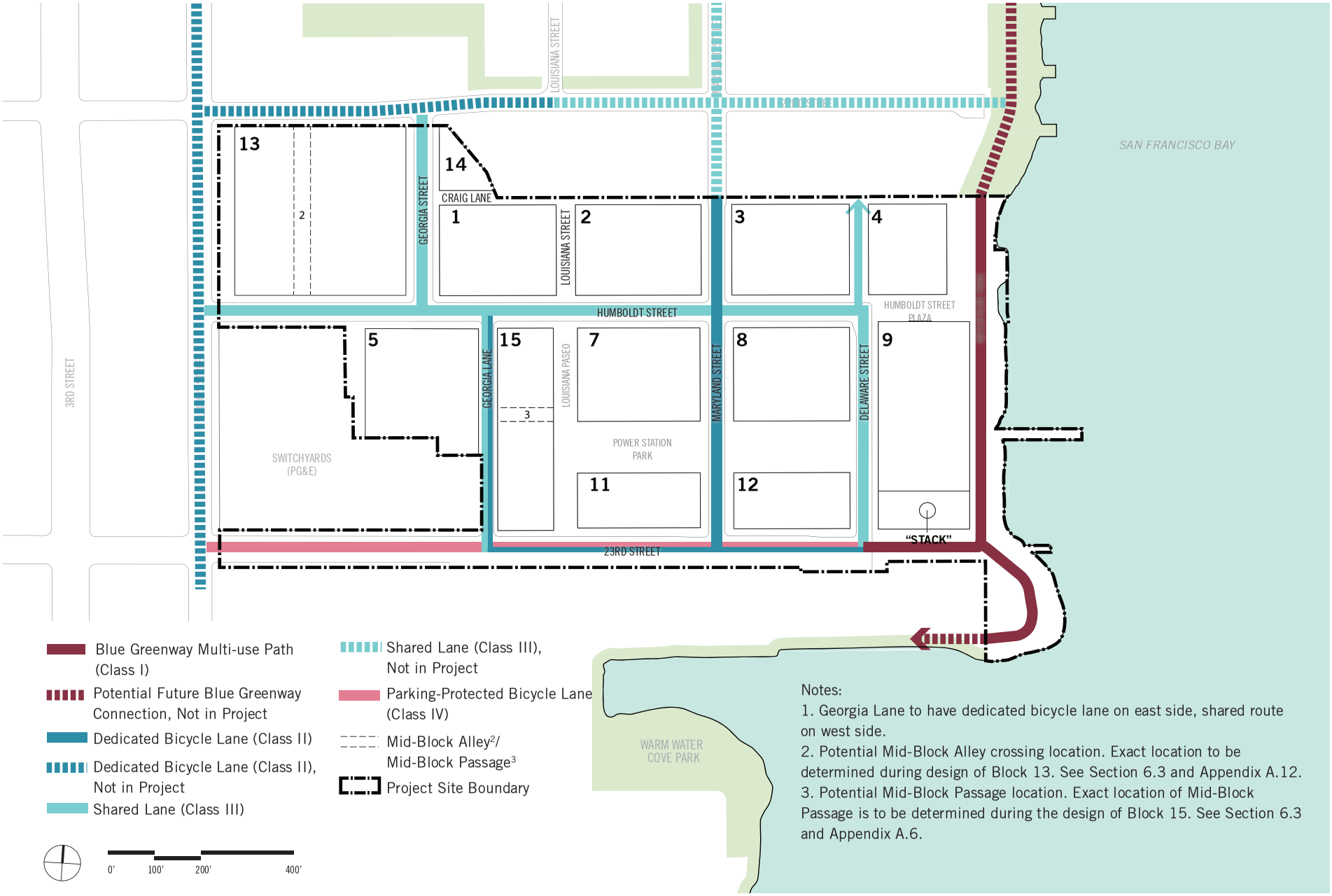
D) Other Streets

A Class III bicycle facility shall be provided on Georgia Street, Georgia Lane (southbound), Humboldt Street, and Delaware Street.

E) Blue Greenway

See Section 4.16 Waterfront Open Spaces Circulation and 5.16 23rd Street.

Figure 5.3.1 Bicycle Network



5.4 On-Street Class II Bicycle Parking

STANDARDS

5.4.1 Bicycle Parking

Class II Bicycle Parking shall comply with the ratios, design, and location standards and guidelines described in Section 6.21.

Examples of a Class II bike rack.

GUIDELINES

5.4.2 Bicycle Rack Placement

Bicycle racks shall be provided near major destinations, such as childcare facilities, libraries, transit stops, major shopping and service destinations, as well as other locations with high pedestrian traffic.

Racks should be located either in the furnishing zone or on curb extensions where possible. Racks should not be placed at accessible parking (blue curb) zones, passenger loading zones, or near curb ramps where they might potentially restrict ADA access.

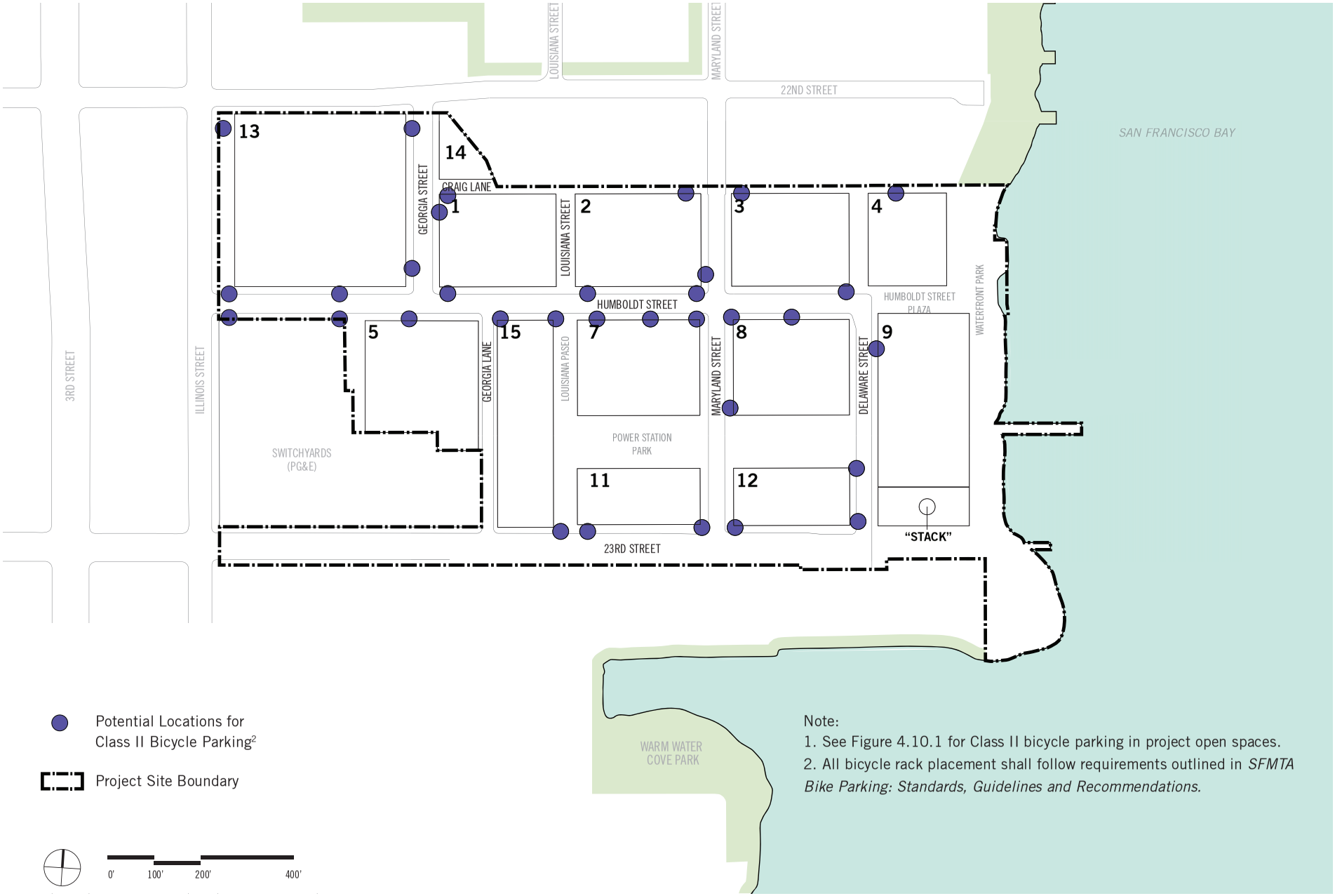
For bicycle rack placement at the Muni transit stop, see SFMTA *Bike Parking: Standards, Guidelines and Recommendations, Appendix E: Bicycle Racks at Transit Stops*, updated December 3, 2015).

Bicycle rack locations shown in Figure 5.4.1 are intended to serve as illustrative guidelines, though Class II bicycle parking shall comply with the standards regarding bicycle parking provided in Section 6.21.

5.4.3 Bicycle Parking Lighting

Bicycle parking areas should be sufficiently lit for safety and functionality. See Section 7.2 for Street Lighting Design.

Figure 5.4.1 On-Street Class II Bicycle Parking



Note:
1. See Figure 4.10.1 for Class II bicycle parking in project open spaces.
2. All bicycle rack placement shall follow requirements outlined in *SFMTA Bike Parking: Standards, Guidelines and Recommendations.*

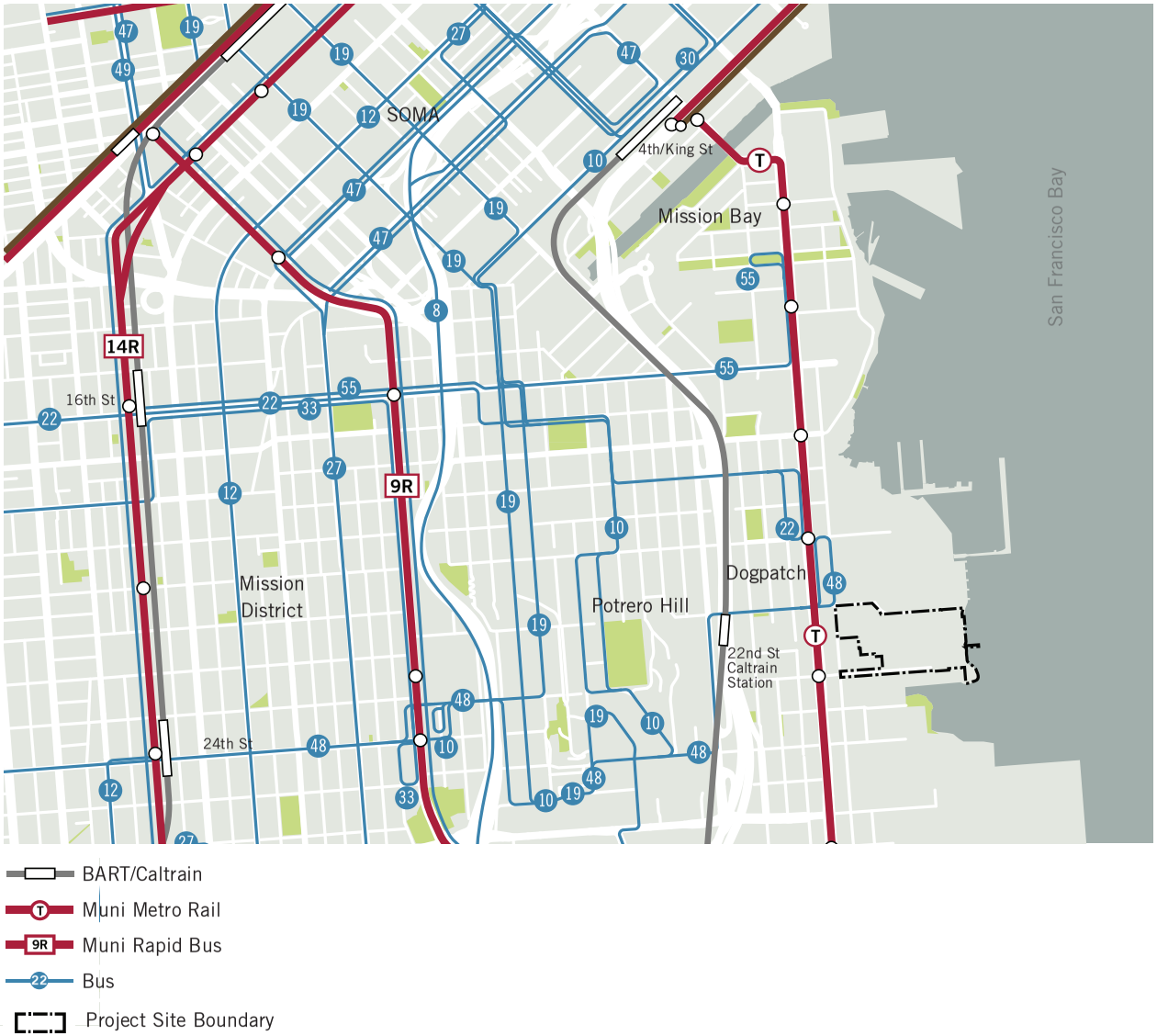
5.5 Transit Network

The Power Station project benefits from close proximity to both regional and local public transit services. A planned Muni bus line will bring the transit system into the site itself, providing a convenient option for accessing the broader City and regional transit networks.

The planned Muni line, the "55," is proposed to run through the site via Maryland, Humboldt, and Delaware Streets, and the Power Station project will provide a terminus on 23rd Street (see Figure 5.5.2 for the proposed route through the site and Figure 5.16.7 for a street cross-section of 23rd Street at the terminus). Although the exact path of the new line outside the site has not been finalized, it is envisioned to continue west of the site through the Dogpatch, lower Potrero Hill, and Mission neighborhoods before connecting to the 16th Street Bay Area Rapid Transit (BART) station and, potentially, the Castro Muni Metro station.

A terminal stop for the 55 is proposed on 23rd Street, adjacent to Block 12 at the Power Station. A transit shelter and restroom for Muni drivers, is planned for Block 12. See Section 6.10.1 Transit Support Facilities for requirements.

Figure 5.5.1 Existing Transit Context Map



STANDARDS

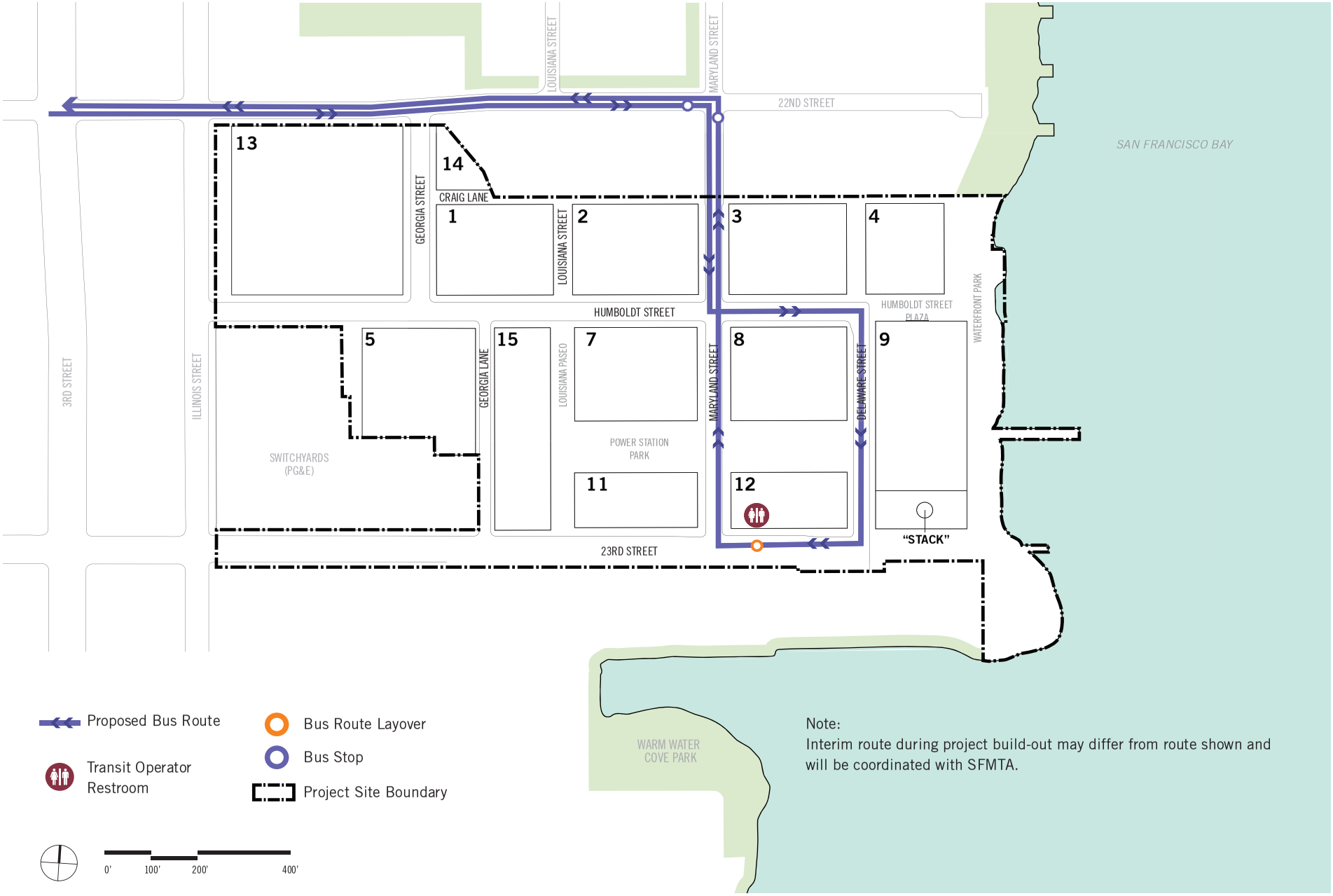
5.5.1 Bus Layover

The bus layover shall meet SFMTA requirements for a terminal stop, which can accommodate two 40-foot buses. See Figure 5.16.7.

5.5.2 Bus Shelter

Due to utility easement constraints, the bus shelter provided at the terminal stop shall be coordinated with the building design on Block 12 (See Section 6.10.1).

Figure 5.5.2 MTA Proposed Bus Route



5.6 Shuttle Network

The project is located close to the region's core rapid transit services. To facilitate adequate connections to BART and Caltrain, the site will provide peak-period shuttle connections at 15 minute intervals to the 16th Street/Mission BART station, with a stop at the 22nd Street Caltrain station. The route of the shuttle may change over time, as approved by the SFMTA.

The shuttle service is intended to supplement SFMTA service, not replace it. As described in Section 5.5, SFMTA's planned 55 bus line will serve the 16th Street/ Mission BART station. Additionally, the agency has approved significant service increases on the T-Line light-rail line, which will provide improved access to downtown. The project will provide sufficient service to meet the needs of residents, employees, and visitors, and in keeping with that commitment, shuttle service consistent with the project's Transportation Demand Management Plan will be provided. Future routes will be coordinated with SFMTA.

See Figure 5.6.1 for the proposed Shuttle Route Plan within the larger city context. See Figure 5.6.2 for the proposed shuttle route on-site. Two routes are shown; the alternate route without the connection through Pier 70 is provided to allow for flexibility during implementation.

Figure 5.6.1 Off-site Shuttle Route in Larger Context

Figure 5.6.2 Proposed Shuttle Routes Within the Site

5.7 Vehicular Network

The Power Station project's street network has been designed as an extension of the City's existing grid. Maryland Street will provide a direct north-south spine for vehicle travel through the site, while Humboldt and 23rd Streets, with their direct connections to Illinois and Third Streets, respectively, will provide east-west connections to and from the site.

Traffic-calming measures will be an important aspect of the vehicular network. Bulb-outs, raised streets and intersections, midblock crossings, special paving zones, and on-street parking will work together to slow vehicular traffic and create a safe environment for non-vehicular modes of travel.

STANDARDS

5.7.1 Vehicular Circulation

All streets at the Power Station project shall have two-way traffic circulation, with the exception of Craig Lane, which shall have one-way traffic in the westbound direction only. Refer to Figure 5.7.1.

5.7.2 Intersections

All stop-controlled and signalized intersections shall adhere to SFMTA standards for signage and street markings. Refer to Figure 5.7.1 and to the Infrastructure Plan.

Where crosswalks at uncontrolled intersections are proposed, an appropriate combination of traffic control strategies, including crosswalk markings, shall be employed to maximize visibility and safe pedestrian crossing.

5.7.3 Traffic Calming

Traffic-calming measures shall include the following:

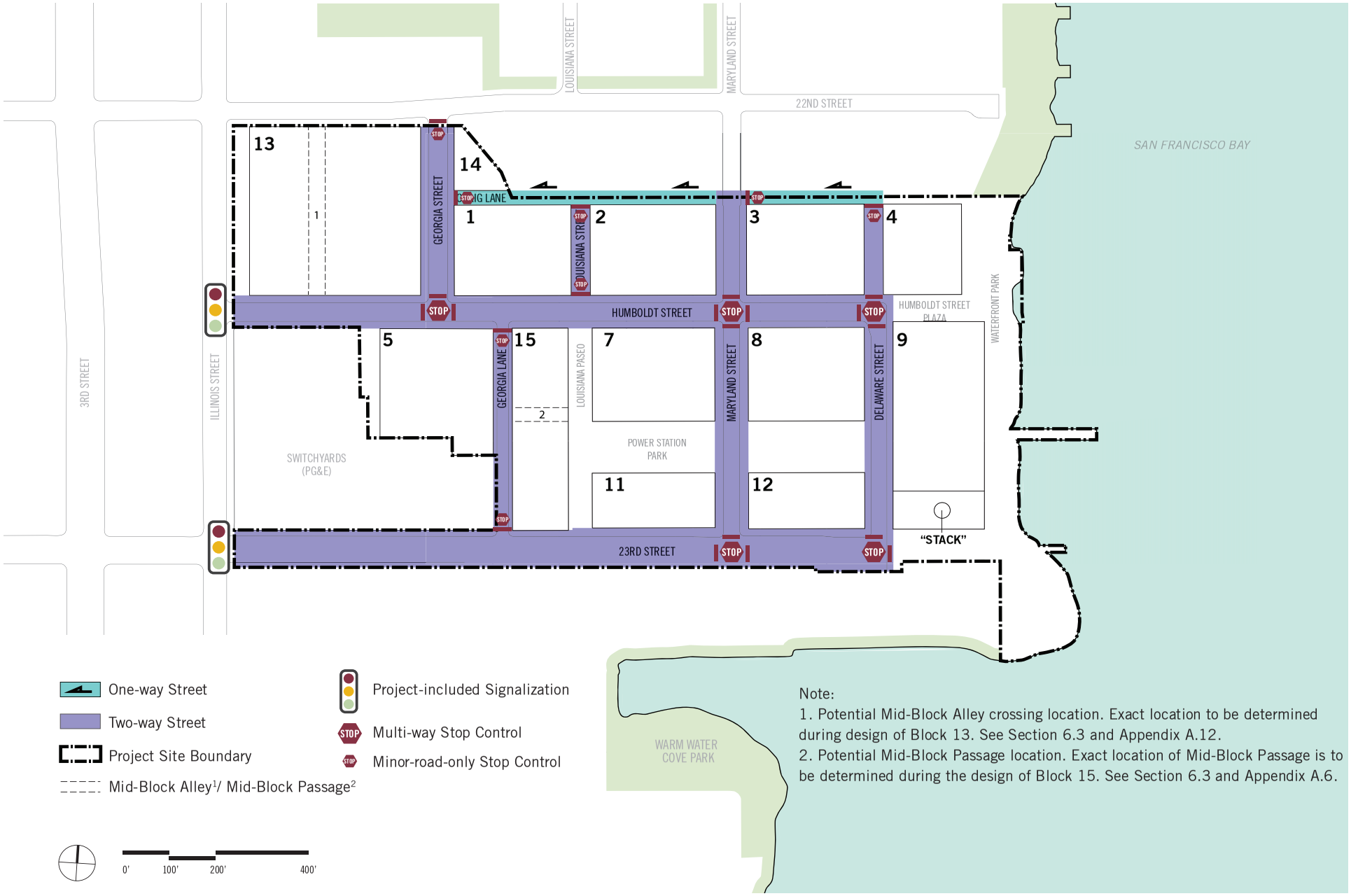
Bulb-outs. See Street Character Sections 5.16 through 5.22 for locations.

Midblock Crossings. See Figure 5.2.2 for locations.

Raised Pedestrian Crossings. See Figure 5.2.2 for locations.

Special Paving. See Section 5.15 for paving strategies.

Figure 5.7.1 Vehicular Network



Note:
1. Potential Mid-Block Alley crossing location. Exact location to be determined during design of Block 13. See Section 6.3 and Appendix A.12.
2. Potential Mid-Block Passage location. Exact location of Mid-Block Passage is to be determined during the design of Block 15. See Section 6.3 and Appendix A.6.

5.8 Emergency Vehicle Access

STANDARDS

5.8.1 Fire Access in Streets

Streets shall provide a minimum 26-foot-wide clear path of travel where indicated in Figure 5.8.1 unless otherwise approved by SFFD. The 26-foot-wide clear path is to be positioned such that the truck ladder turn table can be positioned at least 15 feet and no greater than 30 feet from the building.

The clear-path dimension assumes that parked cars only occupy 7 feet from the adjacent curb, and may include multiple vehicular travel lanes and bicycle lanes. On shared streets, the clear-path dimension may include bollards separating the pedestrian zones from the travel lane.

Each building shall provide the Fire Department with a staging area adjacent to the primary building entrance with a minimum length of 100 feet. This staging area will fall within the 26-foot-wide clear path of travel.

5.8.2 Road Weight Capacity

All pathways provided for emergency vehicles, whether on roadways, in parking structures, or through public parks and passageways, shall support a minimum vehicle weight of 75,000 pounds, including the Blue Greenway, which will provide fire engine, ambulance, and maintenance vehicles access.

5.8.3 Turning Requirement

In accordance with SFFD requirements, intersections shall be designed to accommodate the 57-foot articulated fire truck ("ladder truck") and the FE-30 ("engine"). The truck and engine are permitted to turn into the opposing travel lane provided that a separation of at least 7 feet from the truck to the opposing curb is maintained.

See the appendix of the Infrastructure Plan for fire truck turning movements for the 57-foot ladder truck and engine.

GUIDELINES

5.8.4 Intersections

To accommodate turning movements of SFFD fire engines and trucks, each intersection should be designed to allow for a 7-foot refuge area for vehicles traveling in the opposing direction of travel, which is inclusive of any bicycle facilities that are adjacent to travel lanes (i.e., Classes II and III).

Figure 5.8.1 Emergency Vehicle Access

5.9 Curb Management

The Power Station project has been designed to allocate sufficient space to meet passenger and commercial loading demand, as informed by San Francisco's *Transportation Impact Analysis Guidelines for Environmental Review* (as most recently updated in February 2018). This D4D is also informed by emerging research on the use of ride-hail services by San Francisco County Transportation Authority, entitled "TNCs Today: A Profile of San Francisco Transportation Network Company Activity" (published June 2017).

The site will provide loading facilities through a combination of on- and off-street spaces. On-street loading spaces will be well distributed, with access to each building as appropriate for the planned land uses and building sizes. Curbside loading activities must be balanced with needs for stormwater management, transit and bicycle facilities, driveways for loading docks, and fire access for buildings.

STANDARDS

5.9.1 Curbside Loading

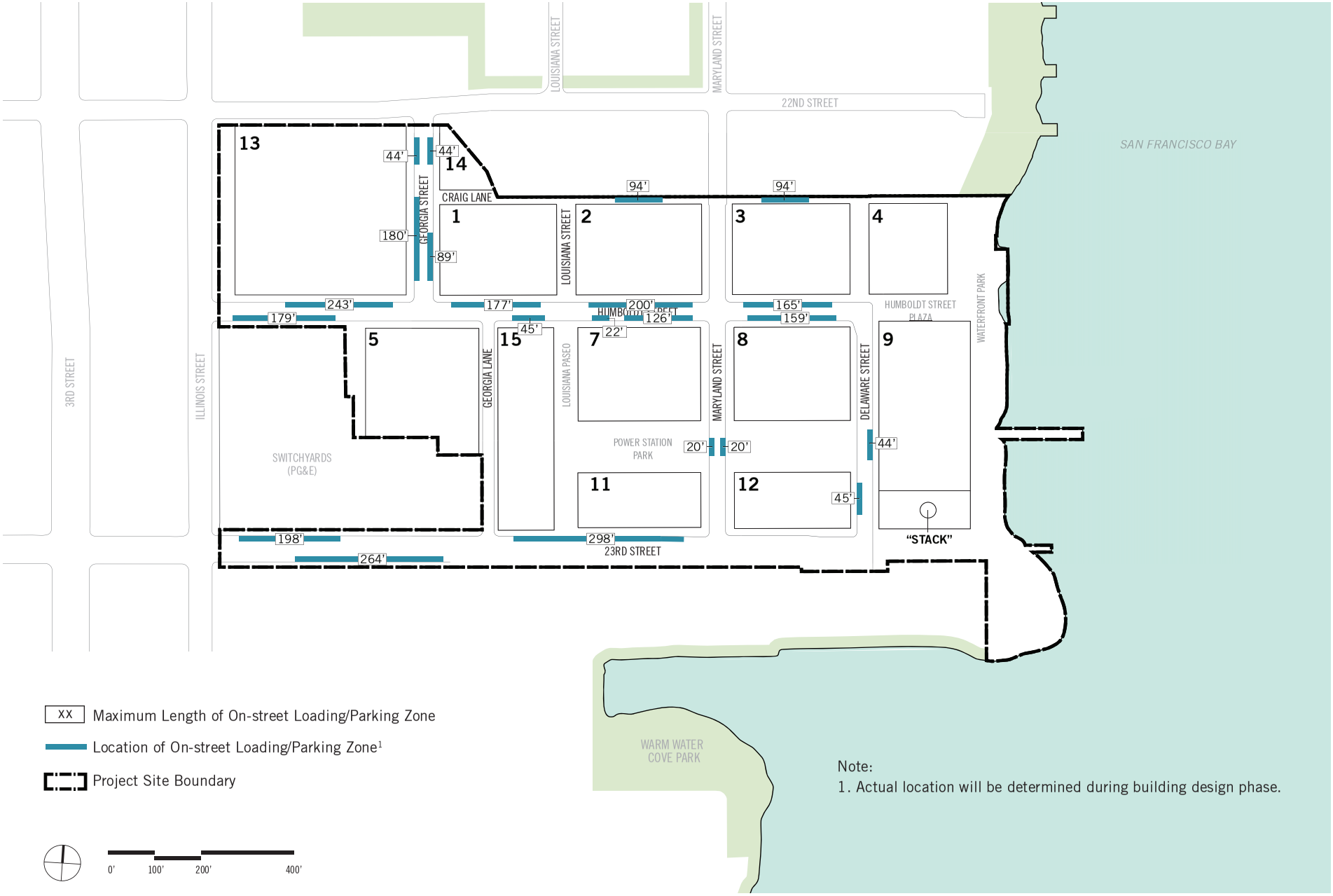
Passenger and commercial loading shall be designated on curbs to meet demand as determined by the SFMTA. Figure 5.9.1 shows curb space available for striping.

See Section 5.10 for universal passenger loading zones and accessible parking standards.

5.9.2 Metered Curb

Meters, where required by SFMTA or Port of San Francisco, shall meet SFMTA or Port of San Francisco guidelines and policies. Where on-street parking is provided, a concrete strip will be maintained within 2 feet from the face of the curb.

Figure 5.9.1 Curb Management



5.10 Universal Passenger Loading Zones and Accessible Parking Stalls

On-street universal passenger loading zones and accessible parking stalls are located at select locations distributed throughout the site, providing convenient access to the site's buildings and open spaces based on proximity and topography. The D4D offers a site-wide approach to, and standard design of, loading and accessible parking zones.

STANDARDS

Accessible paths of travel are provided per Standard Figure 5.2.2.

5.10.1 Universal Passenger Loading

Universal passenger loading zones are spaces equipped with a safe unloading zone and a curb ramp; they may be accessed by anyone on a temporary basis for the purpose of loading or drop off, but not for parking.

Universal passenger loading zones shall be provided in a minimum of eight locations within the site. Where a passenger loading / drop-off zone is provided, it shall be universally accessible and ADA-compliant.

Passenger loading activities shall be limited to five-minute stops, per SFMTA regulations, and drivers must remain within the vehicle. Universal passenger loading zones must be located to provide convenient access to buildings, crosswalks, parks, and open spaces. Potential locations for universal passenger loading zones are shown on Figure 5.10.1.

Figure 5.10.2 provides required dimensions for universal passenger loading zones.

5.10.2 Accessible Parking Stall Distribution

The project shall provide a minimum number of ADA-compliant accessible parking spaces in accordance with the requirements of the ADA and of CBC Chapter 11B (Table 11B-208.2).

Accessible parking stalls shall be distributed throughout the site as much as possible, where there are minimum street and sidewalk slopes, as illustrated in Figure 5.10.2. Potential locations for accessible parking stalls are shown on Figure 5.10.1.

5.10.3 Accessible Parking Stall Dimensions

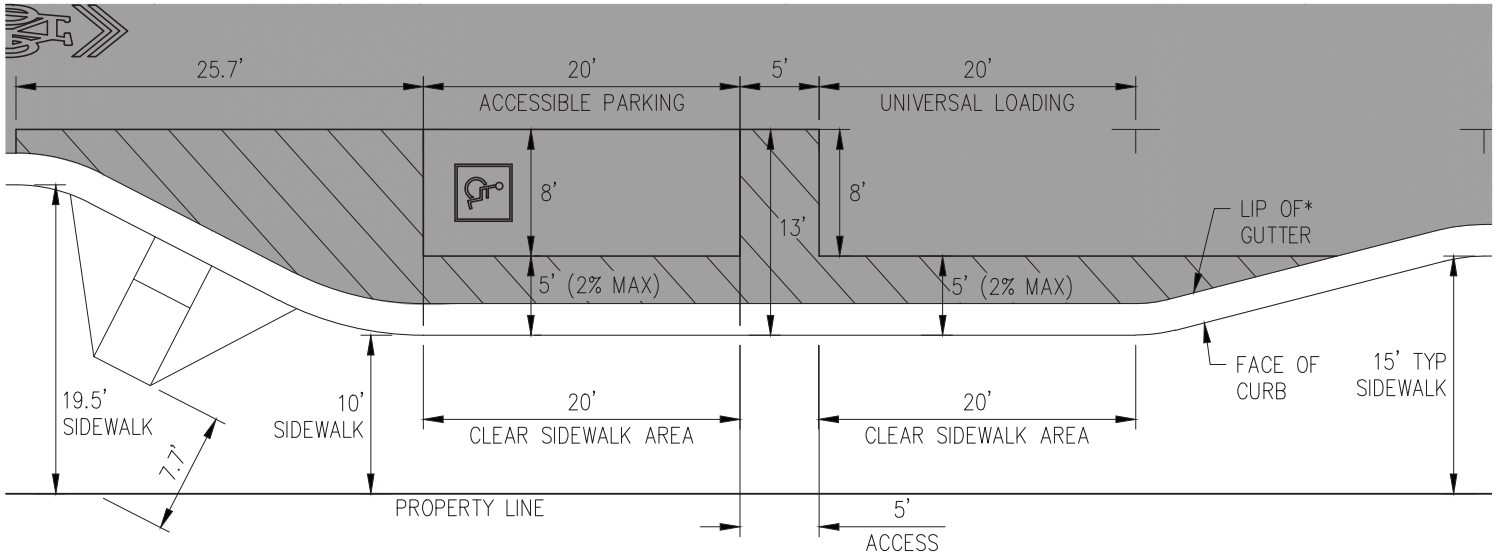
Dimensions shall be as follows:

- 20-foot stall, adjacent to the sidewalk, clear of objects.
- 10-foot loading area at rear, with SF Public Works-standard curb-ramp.

The striping of public streets for universal passenger loading and accessible parking will ultimately be determined by the SFMTA or Port of San Francisco.

Figure 5.10.1 Potential Universal Passenger Loading Zones and Accessible Parking

Figure 5.10.2 Universal Passenger Loading Zone and Accessible Parking Stall



NOTE: Transition area is required when adjoining parking stall is 7 feet wide.

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5.11 Urban Forest: Streets

The urban forest at the Power Station project will function ecologically to help achieve the project's goals for sustainability and contribute to a healthy environment. Composition and distribution of a diverse, adaptive urban forest will create a resilient ecological framework to shape varied sensory experiences across the site and provide waterfront and urban habitat.

Trees have been selected and located to provide shade to pedestrian corridors and gathering spaces within the Power Station project's streetscapes, as well as to reduce the urban heat-island effect and to provide habitat for birds and other wildlife.

As street trees are some of the most functional and iconic elements in the streetscape, careful selection is important in creating a successful urban forest.

The following standards and guidelines apply only to areas within the public right-of-way, such as public streets and publicly owned open spaces. For urban forest areas outside of the public realm, such as within privately owned publicly accessible open spaces, refer to Section 4.5, Urban Forest: Parks and Open Space.

STANDARDS

5.11.1 Urban Forest Composition

See Figures 5.11.1 and 5.11.2 for suggested species diversity. Species selected for specific streets shall conform to this general distribution and diversity. No two street types shall have the same species.

5.11.2 Tree Species Selection Standards

Except as stated below, tree species selection shall adhere to standards identified in Section 4.5.3.

If alternative species are chosen, they shall conform to the aesthetic and performance requirements outlined in Figure 5.11.2, and to the irrigation requirements described in Sections 5.12 through 5.13.

5.11.3 Tree Species and Installation and Establishment

A) Soil Volume

Trees shall receive adequate soil volume to sustain long-term health; see Sections 4.5.4.

B) Minimum Installation Size

Large- and medium-size trees shall be installed with a minimum box size of 36 inches. Refer to Figure 5.11.2 for minimum box sizes corresponding to each tree size at installation.

C) Clear Trunk Requirements

See Section 4.5.2(d).

D) Establishment Period

See Section 4.5.2(e).

D) Street Trees adjacent to Bus Travel Lanes

Street tree species adjacent to bus travel lanes shall be selected for upright form so as to not interfere with buses. Branches adjacent to a bus travel lane shall maintain clearance from buses and bus mirrors.

5.11.4 Tree Wells

Tree well sizes and openings have been developed based on the type of trees selected in each location. Each opening shall meet or exceed the tree pit/opening minimum size requirements of 4 feet wide by 6 feet long, with a minimum depth of 3 feet 6 inches. See Sections 5.16 through 5.22 for specific tree well size requirements.

The surface of a tree well shall allow water to penetrate the soil below, as well as protect the tree root zone from compaction. The tree well surface must be installed and maintained to be flush with adjacent sidewalk paving and comply with SF Public Works guidelines. In all cases, crushed stone mulch or groundcover planting shall be placed at tree well surfaces. See annotated block plans in Sections 5.16 through 5.22 for location of tree-pit surface types.

5.11.5 Tree Grates

Tree grates shall be used only where accessible surface is required for adequate Pedestrian Throughway widths. Tree grates are generally not preferred, but may be used on streets or Alleys, as a way to augment an accessible path of travel or as otherwise required in the D4D. Where provided, tree grates shall meet ADA accessible path-of-travel guidelines and shall be flush with adjacent sidewalks and other pedestrian areas. Tree grates shall be reviewed and approved by SFPW-BUF.

5.11.6 Street Tree Placement

Street trees shall be generally placed within the furnishing zones as shown in Figure 5.2.1. The ultimate street tree locations shall be selected in accordance with required clearances for utilities, street lights, and other streetscape elements.

Figure 5.11.1 Urban Forest: Streets

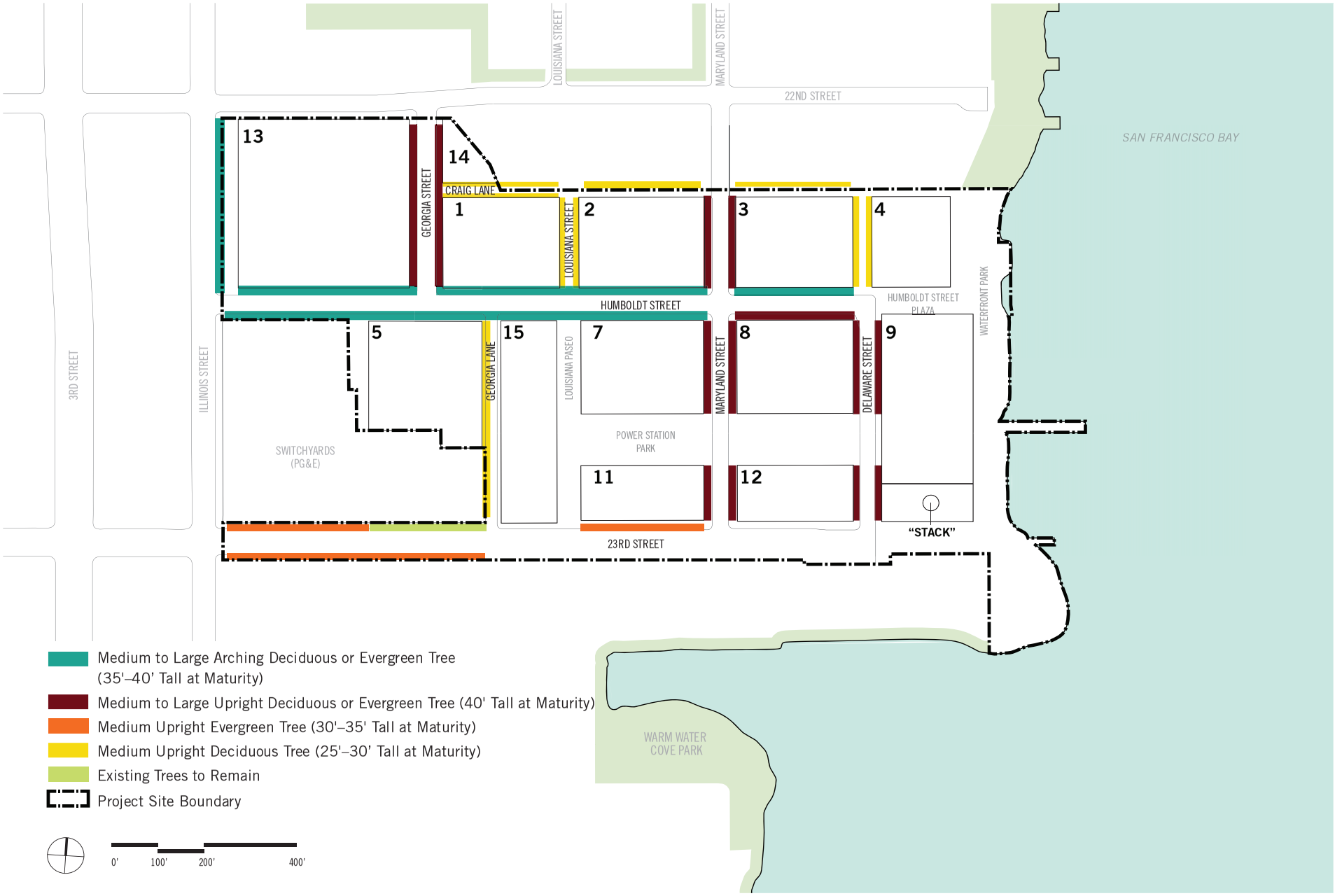
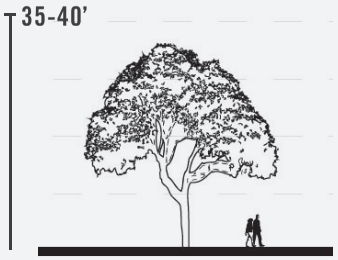


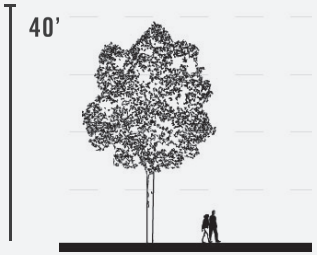
Figure 5.11.2 Tree Species Selection

HUMBOLDT STREET



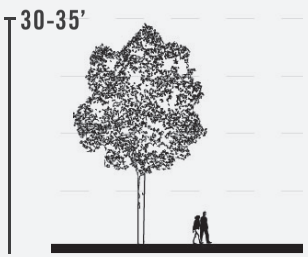
- Medium to large Evergreen or Deciduous tree (35 to 40 feet tall at maturity)
- Minimum 36-inch box at installation
- Arching, graceful form, with special ornamental character if possible
- Tolerances: medium wind tolerance; tolerant of part- to full-shade; healthy in paving, with minimal root disruption at sidewalk
- Low water use
- Recommended species: Victorian Box [*Pittosporum undulatum*], California Pepper [*Schinus molle*], Cork Oak [*Quercus suber*]

DELAWARE STREET
MARYLAND STREET
GEORGIA STREET
HUMBOLDT STREET AT BUS TRAVEL LANE



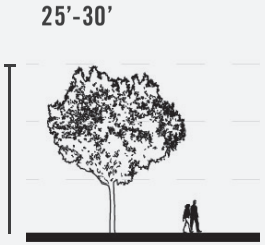
- Medium to large Evergreen or Deciduous tree (to 40 feet tall at maturity)
- Minimum 36-inch box at installation
- Upright Form
- Tolerances: medium wind tolerance; tolerant of part- to full-shade; healthy in paving, with minimal root disruption at sidewalk
- Low water use
- Recommended species: Brisbane Box [*Lophostemon confertus*], Water Gum [*Tristaniopsis laurina*], African Fern Pine [*Afrocarpus gracilor*]

23RD STREET



- Medium to Large Evergreen tree (30 to 35 feet tall at maturity)
- Minimum 36-inch box at installation
- Upright form
- Tolerances: high wind tolerance; tolerant of coastal environment; healthy in paving
- Low water use
- Recommended species: Brisbane Box [*Lophostemon confertus*], Melaleuca [*Melaleuca quinquenervia*], Norfolk Island Hibiscus [*Lagunaria patersonii*], African Fern Pine [*Afrocarpus gracilor*]

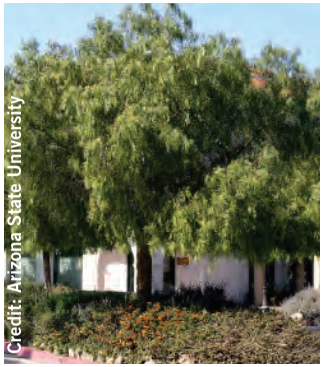
LANES AND ALLEYS



- Medium Deciduous (25 to 30 feet tall at maturity)
- Minimum 36-inch box at installation
- Upright form with fall and summer interest; Iconic seasonal ornamental character in leaf or flower
- Delicate leaf; medium-fine textured canopy
- As uniform as possible; close spacing
- Tolerances: medium wind tolerance; tolerant of part-shade conditions; healthy in paving, with minimal root disruption at plaza paving
- Low water use
- Recommended species: Chinese Pistache [*Pistachia chinensis* 'Keith Davey'], Ginkgo [*Ginkgo biloba* 'Autumn Gold-Fruitless'], Golden Rain Tree [*Koelreutia bipinnata*]

HUMBOLDT STREET

Victorian Box
[*Pittosporum undulatum*]



California Pepper [*Schinus molle*]

Cork Oak [*Quercus suber*]

DELAWARE STREET
MARYLAND STREET
GEORGIA STREET

Brisbane Box
[*Lophostemon confertus*]

Water Gum [*Tristaniopsis laurina*]

African Fern Pine
[*Afrocarpus gracilor*]

23RD STREET

Brisbane Box
[*Lophostemon confertus*]

Melaleuca
[*Melaleuca quinquenervia*]

Norfolk Island Hibiscus
[*Lagunaria patersonii*]

LANES AND ALLEYS

Chinese Pistache
[*Pistachia chinensis 'Keith Davey'*]

Ginkgo [*Ginkgo biloba ' Autumn Gold-Fruitless'*]

Golden Rain Tree
[*Koelreutia bipinnata*]

STANDARDS

5.11.7 Soil Composition
Tree well planting soil for back-fill within tree pits shall be sandy loam soil, unless an alternative soil composition is required to provide a healthy and fertile root zone.

5.11.8 Staking
Manufactured wood or steel staking systems shall be used to stake trees, if required, during the establishment period (i.e., if prevailing wind conditions threaten stability of new planting). Refer to the 2018 SF Public Works Bureau of Urban Forestry guidelines for tree staking.

5.11.9 Street Trees and Lighting
Per SFPUC standards: large trees shall be located at a minimum of 21 feet from street lights; medium trees shall be located at a minimum of 15 feet from street lights; small trees shall be placed at a minimum of 9 feet from street lights. Tree size is defined per SF Public Works Bureau of Urban Forestry standards.

5.11.10 Street Trees at Intersections
Street trees shall be located at a minimum of 25 feet from pedestrian crossings on approach, and 10 feet from pedestrian crossings on exit, measured from the centerline of the trunk. See Figure 5.11.4.

5.11.11 Irrigation
Landscaped areas over 10,000 square feet in size shall be irrigated with non-potable water to the extent permitted by SFPUC and state law. (See discussion of site irrigation in Section 4.8).

GUIDELINES

5.11.12 Soil Volume
See Section 4.5.4

5.11.13 Irrigation
Centrally controlled automatic drip irrigation should be provided to each tree for establishment irrigation during the first three years. Following that period, tree irrigation may be reduced or eliminated.

5.11.14 Tree Grates
Tree grate materials should be selected for durability and artful design. Recommended materials include decorative cast-iron that weathers naturally, or is pre-weathered with a hot oil protective coating to prevent staining of adjacent paving.

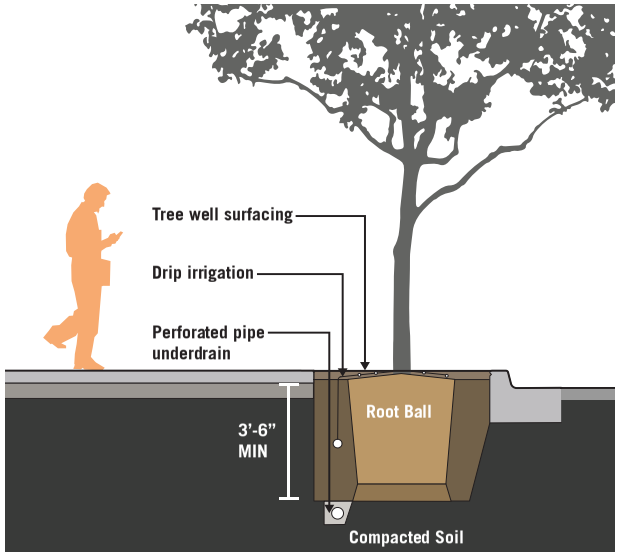
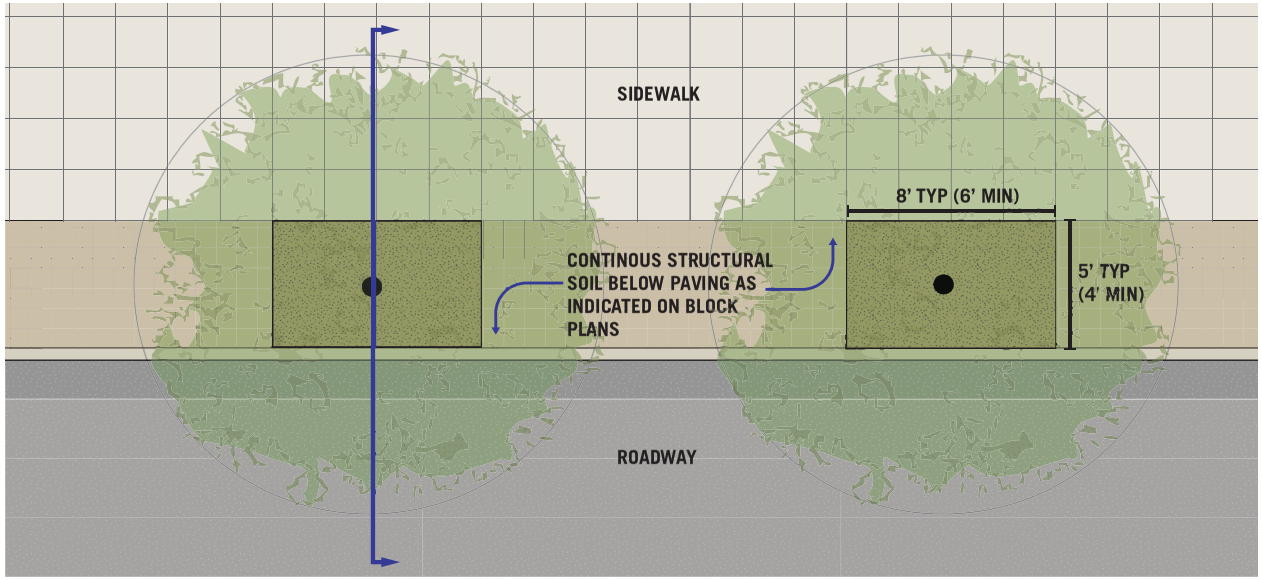


Figure 5.11.3 Typical Street Layout Plan

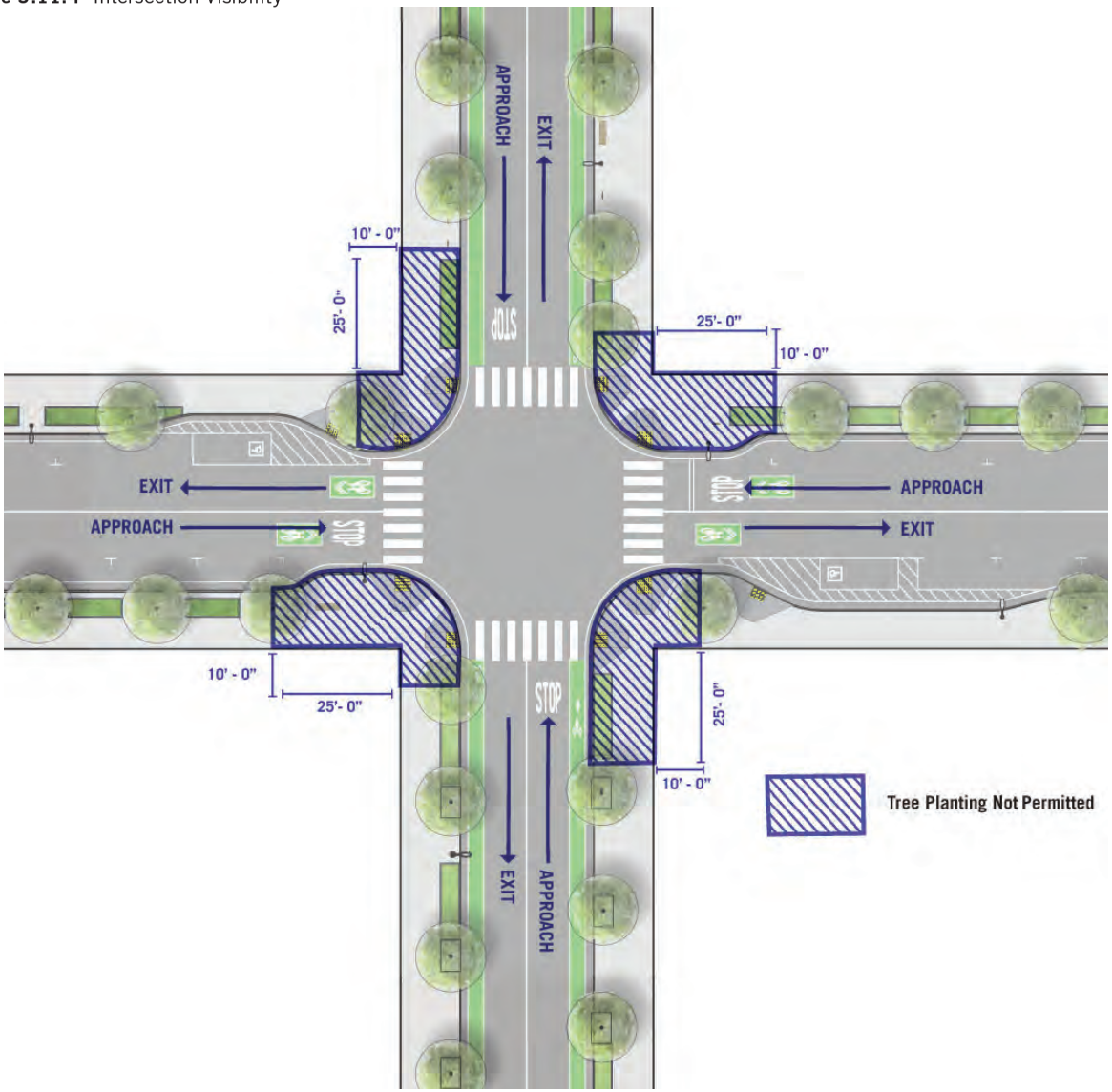


CONSIDERATIONS

5.11.15 Habitat and Wildlife Connections

The urban forest may be used to provide habitat and improve wildlife connections. Prioritize the location of habitat-supportive trees along pedestrian-oriented streets. Consider using the San Francisco Plantfinder database to find drought-tolerant plants that support habitat for this specific area of the city. Species that provide habitat opportunities for birds and other small wildlife are encouraged. Tree species for each segment of the streets network shall be selected in consultation with a certified arborist.

Figure 5.11.4 Intersection Visibility



5.12 Streetscape Planting

Streetscape plantings enhance the identity of a street network and provide opportunities for adding distinctive character to special districts within a greater neighborhood context. The following palette represents an array of locally-adapted species, both native to the area and suitable to Mediterranean climates, notable for their interesting form, flower, foliage, and urban resilience.

STANDARDS

5.12.1 Planting Strips with Street Trees

To allow adequate space for healthy tree growth, planting strips with street trees shall be a minimum of 4 feet in width, with the tree centered and placed at a minimum of 18 inches from the edge of curb. See Section 5.11 for urban forest standards and guidelines.

5.12.2 Planting Strips

Streetscape plantings shall be permitted on all streets, with the exception of the portions of 23rd Street that have utility easement conflicts.

Planting strips without street trees shall be a minimum of 4 feet in width.

Where sidewalk width is less than 10 feet, 3-foot-wide planting strips are permitted if a minimum 4-foot Pedestrian Throughway can be provided.

5.12.3 Non-Potable Irrigation

Non-potable irrigation shall be used. See Section 4.8 for irrigation standards.

GUIDELINES

5.12.4 Streetscape Planting Composition

See Figure 5.12.1 for suggested species diversity. Species selected for specific areas shall conform to this general distribution and diversity for the Power Station streetscape.

5.12.5 Streetscape Planting Selection

Streetscape planting should use regionally-appropriate, native, and/or adaptive species to limit irrigation demand. General guidelines for understory planting species are as follows:

- Compatibility with site soils and microclimates;
- Durability in urban settings;
- Low water-usage;
- Compatibility with co-located street trees;
- Low maintenance needs;
- Meeting street service needs (such as biofiltration);
- Seasonal interest;
- Ecological benefits.

The plant palettes provided in this document express a design intention, and should guide the selection of plants throughout the site, as determined within the subphase of each development area.

CONSIDERATIONS

5.12.6 Streetscape Planting Selection

Consider using streetscape planting that supports local habitat. Trees and plants should contribute to the goal of biodiversity and increased habitat value. Species with habitat value include those that provide nectar and fruit for insects and birds, and shelter for birds. Plant selection and design should also contribute to the goal of reducing the carbon footprint of the project.

5.12.7 Multistory Planting

For streetscapes with limited space for street-level vegetation, consider planting palettes with varying plant heights to increase habitat benefit and biodiversity.

5.12.8 Support Pollinator Habitat

Where possible, design streetscape planting that supports pollinator habitat. Select brightly colored, native plants that flower across multiple seasons. A minimum planting area of 20 square feet is encouraged, with access to full sun. Consider placement near building entrances and/or seating areas, for increased visibility and access by residents and visitors.

Figure 5.12.1 Example Streetscape Plant Species for Ground-Level Planting

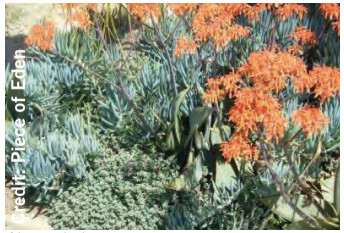
Callistemon 'Little John'

Leucadendron 'Perry's Red'

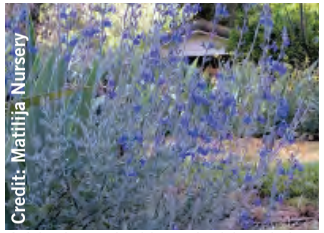
Lavandula stoechas 'Otto Quast'

Senecia serpens

Aeonium arboretum varieties



Aloe varieties



Salvia chamaedryoides and salvia varieties

LIbertia peregrinans

Zauchneria septenrionalis 'Mattole River'

Helicotrichon sempervirens

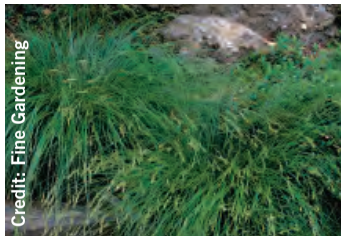
Pacific Coast Iris varieties

Calamagrostis foliosa

Dieties iridodes

Agave attenuata and Agave varieties

Achillia varieties



Carex tumulicola

Heuchera maxima and heuchera varieties

Lomandra longifolia

Dianella caerulea 'Cassa Blue'

Sisyrichium bellum

5.13 Stormwater Management

Example steetscape stormwater planters, with and without integrating seating elements.

STANDARDS

Except as stated below, Stormwater Management Section 4.7 shall apply. See Figure 5.13.1.

5.13.1 Streetscape Stormwater Treatment Planter Design

Stormwater management planters within the streetscape shall adhere to accessibility and safety standards, with minimum 6-inch curbs protecting pedestrians from trip and fall hazards. The level of planted surfaces within stormwater management planters shall be no greater than 18 inches below the surface of the adjacent sidewalk. Design of steetscape stormwater planters shall be generally consistent across the project area. Planters shall be located 2 feet from face of curb for parking step-out and parking meters.

5.13.2 Site Irrigation

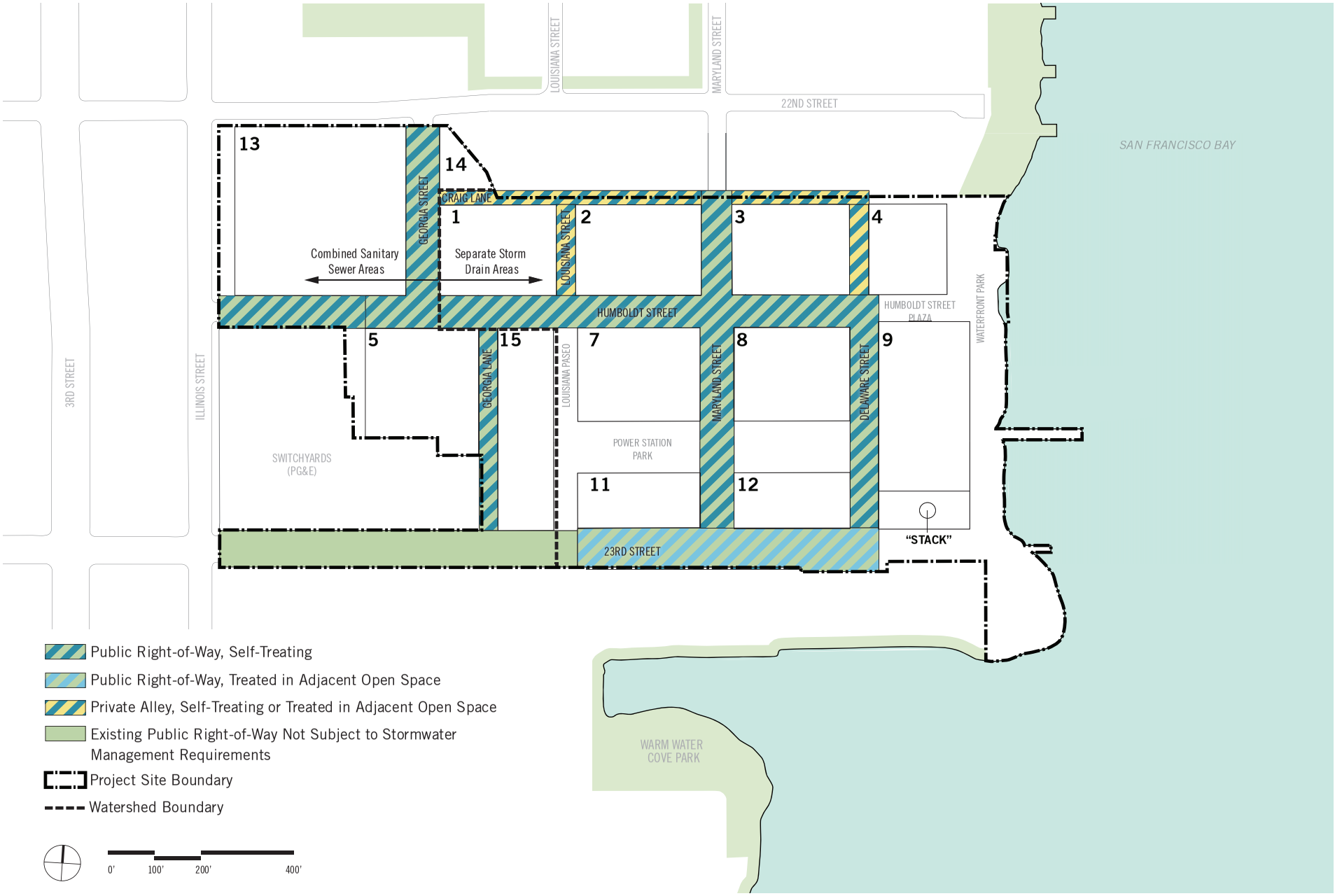
The site irrigation standards given in Section 4.8 shall apply.

GUIDELINES

5.13.3 Stormwater Management Plantings

See Figure 4.7.3 for a suggested plant palette for stormwater treatment gardens.

Figure 5.13.1 Stormwater Management for Streets



5.14 Furnishing

Streetscape furnishings help establish the identity of a district or neighborhood. Along with planting, lighting, and paving, street furnishing is an integral streetscape element that helps make streets an inviting and comfortable part of the public open space network. The Power Station project will implement a district-wide approach to furnishing that allows for variety while establishing a unified look and feel that contributes to a unique neighborhood identity. Furnishings provided at the Power Station project may vary from those discussed below, as SF Public Works must accept all streetscape elements that are a part of the public right-of-way.

STANDARDS

5.14.1 Furnishing Zone Design

Furnishings shall be located within the furnishing zone, unless otherwise provided for within outdoor cafe-seating areas or as part of the transit shelter on Block 12.

5.14.2 Seating

Where provided, seating shall be placed outside of the Pedestrian Throughway with a minimum buffer (leg room) of 2 feet between seating and the Pedestrian Throughway.

Outdoor café and restaurant seating (tables, chairs, umbrellas, heat lamps, etc.) shall be permitted within the frontage and/or furnishing zones of the public ROW, provided that such seating is permitted by SF Public Works.

5.14.3 Stormwater Planters

Stormwater planters shall be incorporated into the furnishing zone as needed to treat stormwater runoff. See Section 4.7 for stormwater planter standards and guidelines.

GUIDELINES

5.14.4 Furnishing

Furnishings should be compatible with and reflect the scale and industrial character of the district and be utilitarian in materiality and design. Elements provided in the furnishing zone shall have related character, scale, and intention along the length of a single street but are not required to be identical to elements on other streets unless otherwise noted.

5.14.5 Seating

Seating should be concentrated in areas of high pedestrian and retail frontage activity.

Seating materials should be selected or designed to be inviting, comfortable, and accessible. Seating should be selected that does not get too hot or cold in the sun or shade and is comfortable for sitting year-round.

Benches shall be durable, attractive, and support the value of a high-quality public realm. Seating materials shall be chosen for longevity, suitability for heavy use in an urban environment, and ability to withstand the local marine environment.

5.14.6 Waste and Recycling Receptacles

Waste receptacles shall be located at areas of high pedestrian traffic, such as near pedestrian crosswalks. They should be durable, resilient, and easy to maintain. Separate compost, recycling, and landfill receptacles are recommended.

5.14.7 Stormwater Planters and Seating

Stormwater planters at intersections and highest pedestrian traffic areas should integrate public seating into planter design or be adjacent to public seating.

5.14.8 Bollards

Bollards, where required, should be selected as an integral part of the designed streetscape environment.

CONSIDERATIONS

5.14.9 Furnishings

Consider using materials and products that incorporate recycled materials, sustainable wood products, non-toxic finishes, and environmentally responsible manufacturing practices. Interpretive elements may be incorporated into street furniture design.

5.14.10 Bollards

Weathered, galvanized, or painted steel bollards with flat caps are recommended.

5.14.11 Salvaged Material

Salvaged materials and artifacts from the site should be incorporated into streetscapes and public open spaces if feasible and safe for public use.

Figure 5.14.1 Furnishings Palette

PUBLIC BENCHES

Custom Cast-Iron Bench with Back

Custom Cast-Iron Bench (Backless)

Manufactured Bench with Back

Manufactured Bench (Backless)

TREE GRATES

Decorative Cast-Iron Tree Grates (Iron Age or similar).

TRASH RECEPTACLES

Trash and recycling receptacles

Landscape Forms 'Central Park'

BOLLARDS

Calpipe or Similar Stainless or Weathered Steel Finish Bollards

5.15 Paving and Materials

Paving will be a key component that defines the character, connectivity, and identity of the Power Station project's varied streets and open spaces. Paving strategy should be considered as an interconnected site-wide system that activates the public realm and contributes to the overall pedestrian, bicycle, and vehicular circulation on the site. All paving in areas with high pedestrian traffic will be designed to facilitate accessibility. Paving design in the streetscape shall be carefully considered with the placement of lights, light pull boxes, utilities, utility vaults, and other surface expressions of underground utilities. As such, this plan recommends the practical approach of using cast-in-place concrete in most sidewalk and furnishing zone applications. SF Public Works standard materials are permitted in all locations and required in public rights-of-ways as a baseline.

STANDARDS

5.15.1 Pedestrian Throughway Materials

The Pedestrian Throughway shall be an accessible path of travel that is unobstructed and ADA compliant. Paving material shall be SF Public Works standard cast-in-place concrete. See Figure 5.15.2.

5.15.2 Furnishing Zone Materials

The furnishing zone shall be cast-in-place concrete, either standard SF Public Works concrete, or enhanced-finish cast-in-place concrete.

5.15.3 Roadway Materials

Roadway materials shall conform to 2015 SF Public Works standards. Asphalt vehicular paving shall be the primary road surface where special paving is not used. Concrete vehicular paving is preferred at traffic tables and at Delaware Street, as permitted by SF Public Works (see Figure 5.15.1). On-site construction demolition debris shall be used as road aggregate base, if feasible.

5.15.4 Material Quality and Consistency

See Section 4.11.4.

5.15.5 Surfacing at Tree Planting

A) Trees in Paving

See Sections 4.11.1(a) and 5.11.5.

B) Trees in Planting

See Section 4.11.1(b).

GUIDELINES

5.15.6 Paving Types

Paving should be a key component that defines the character, connectivity, and extent of the Power Station project's varied public realm. The following paving zones suggest relationships and common paving identities among different streets.

A) Special Paving on Alleys and Shared Streets

Contrasting, high-quality paving should be used to distinguish shared streets and alleys, as high pedestrian activity areas and as places to linger. Shared streets should incorporate concrete or stone pavers, enhanced cast-in-place concrete, stamped concrete, and high-quality, detectable warning pavers that contrast with adjacent paving, per SF Public Works accessibility guidelines. Stamped concrete is encouraged as a paving material for Craig Lane. Refer to paving and materials images and descriptions in Figure 5.15.2.

B) Sidewalks

Standard cast-in-place concrete should be used for Pedestrian Throughways, and standard or enhanced cast-in-place concrete in furnishing zones.

5.15.7 Paving: Heat-Island Effect

Where possible, in areas that are predominantly un-shaded by tree canopy or buildings, reduce the potential for urban heat-island effect by using pavement with a Solar Reflectance Index (SRI) of 29 or higher.

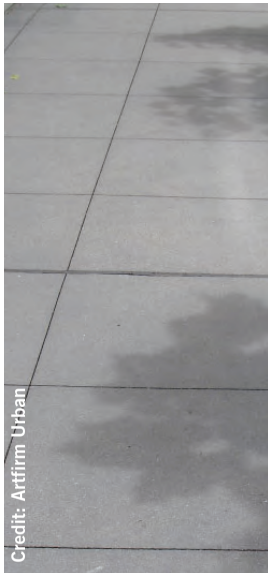
CONSIDERATIONS

5.15.8 Paving: Character and Uniformity

Paving contrast may be introduced through color or geometric variation, textural variation within a single paving module, integral lights, or juxtaposition of scale or material.

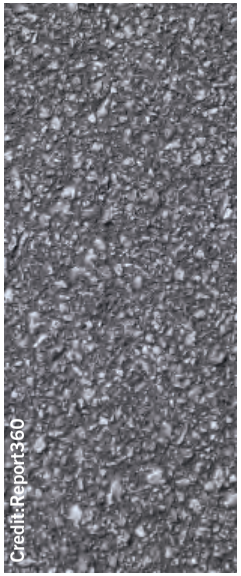
Figure 5.15.1 Paving Zones

Figure 5.15.2 Paving Palette



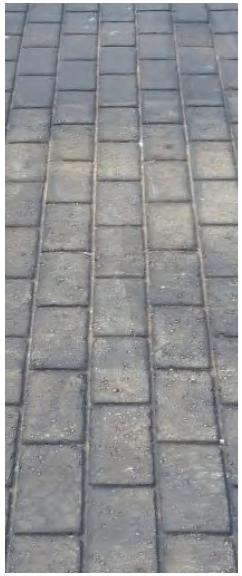
DPW STANDARD CAST-IN-PLACE CONCRETE

Per the current (2018) SF Public Works specification for cast-in-place concrete for sidewalks. Refer to SF Public Works standard for color, finish, and typical joint layouts.



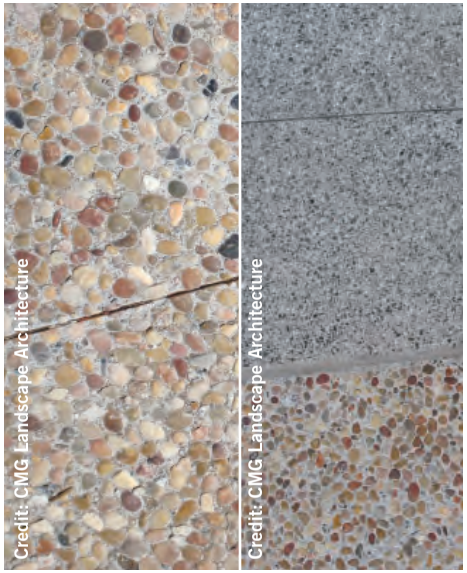
ASPHALT VEHICULAR PAVING

Standard asphalt roadway surface, per SF Public Works standards.



STAMPED ASPHALT VEHICULAR PAVING

Stamped asphalt is a cost-effective technique for adding decorative patterns to standard asphalt roadway surface. Stamped asphalt may be used in the Craig Lane roadway.



ENHANCED CAST-IN-PLACE CONCRETE

Enhanced concrete may have an exposed aggregate finish for a rich, textured surface and may incorporate special joint patterns for a more refined appearance. Integral color and decorative aggregates shall be selected for aesthetic quality and shall meet accessible design requirements for slip-resistance. Design must be reviewed and approved by SF Public Works as part of Street Improvement Plans. Enhanced cast-in-place concrete could occur in all furnishing zones and edge zones, Delaware Street and Maryland Street Pedestrian Throughways, Delaware Street Pedestrian Throughway and Vehicular Lanes, Louisiana Street Pedestrian Throughway and Vehicular Lanes, Raised Pedestrian Crossings, and Delaware Street traffic lanes.

UNIT PAVERS

Unit paving is a modular system that provides an enhanced level of material quality and detail. Paver color and finish shall be selected for aesthetic quality and shall meet accessible design requirements for proper visual contrast and slip-resistance. Paver edges and joints shall create a smooth, continuous surface. The installation design (paving section) shall ensure a level, stable paving surface and be in accordance with the manufacturer's recommended installation method(s). Within public rights-of-way and where public utilities exist beneath paving, unit pavers shall comply with SF Public Works and SFPUC permeable paving guidelines. Designs must be reviewed and approved by SF Public Works as part of Street Improvement Plans. Outside of the public right-of-way, unit pavers need not comply with SF Public Works standards.

Credit: CMG Landscape Architecture

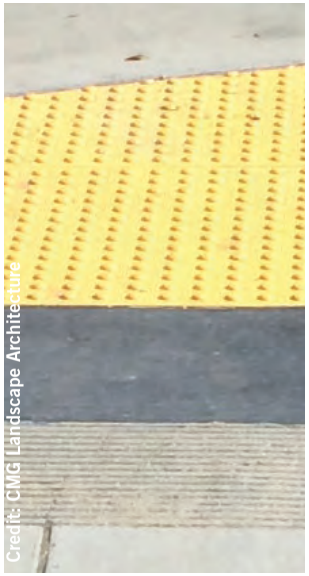
PERMEABLE CONCRETE UNIT PAVERS

Permeable concrete unit pavers may be used in select locations such as Louisiana Street and Delaware Street north of Humboldt (private streets). Paver color and finish shall be selected for aesthetic quality and meet accessible design requirements for proper visual contrast and slip resistance. Paver edges and joints shall create a smooth, continuous surface. The installation design (paving section) shall ensure a level, stable paving surface and be in accordance with manufacturer's recommended installation method(s). Where public utilities exist beneath paving, all permeable pavers must be designed per SFPUC's 2016 *Green Infrastructure Typical Details and Specifications* permeable paving guidelines. Outside of the public right of way, unit pavers need not comply with SF Public Works standards.

Credit: CMG Landscape Architecture

STONE PAVERS AND STONE SETTS

Setts and pavers—quarried stone worked to a regular shape—provide the most refined material quality to special Power Station project streets. Stone color and finish shall be selected for aesthetic quality and meet accessible design requirements for slip-resistance. Edges and joints shall create a smooth continuous surface. The installation design (paving section) shall ensure a level, stable paving surface and be in accordance with manufacturer's recommended installation method(s). Designs must be reviewed and approved by SF Public Works as part of street improvement plans. Outside of the public right-of-way, unit pavers need not comply with SF Public Works standards.


Credit: CMG Landscape Architecture

DETECTABLE SURFACE PAVING: SF PUBLIC WORKS STANDARD

Used where pedestrians enter vehicular zones of the street, standard detectable paving clearly delineates the edge or end of the pedestrian-only zone, consistent with the treatment of public sidewalks throughout the city. Refer to SF Public Works standards for material, color, and installation specifications.

Credit: Iron Age Grates

Credit: Unilock ADA Pave

DETECTABLE SURFACE PAVING: ALTERNATIVE

Used in special situations where the SF Public Works standard detectable surface is not required but a tactile paving treatment is necessary, detectable paving alternatives clearly delineate the edge of the pedestrian-only zone with a textured surface, such as approved truncated dome products. Material shall meet accessible design requirements for slip resistance and provide high visual contrast (70 percent from adjacent paving) per SF Public Works standards. To meet these standards, design must be reviewed and approved by SF Public Works as part of street improvement plans.

AT SHOP
GRAND CAFE
BRUNCH

Street Character

The unique character of each street will define a rich and dynamic urban experience as people move through the site.

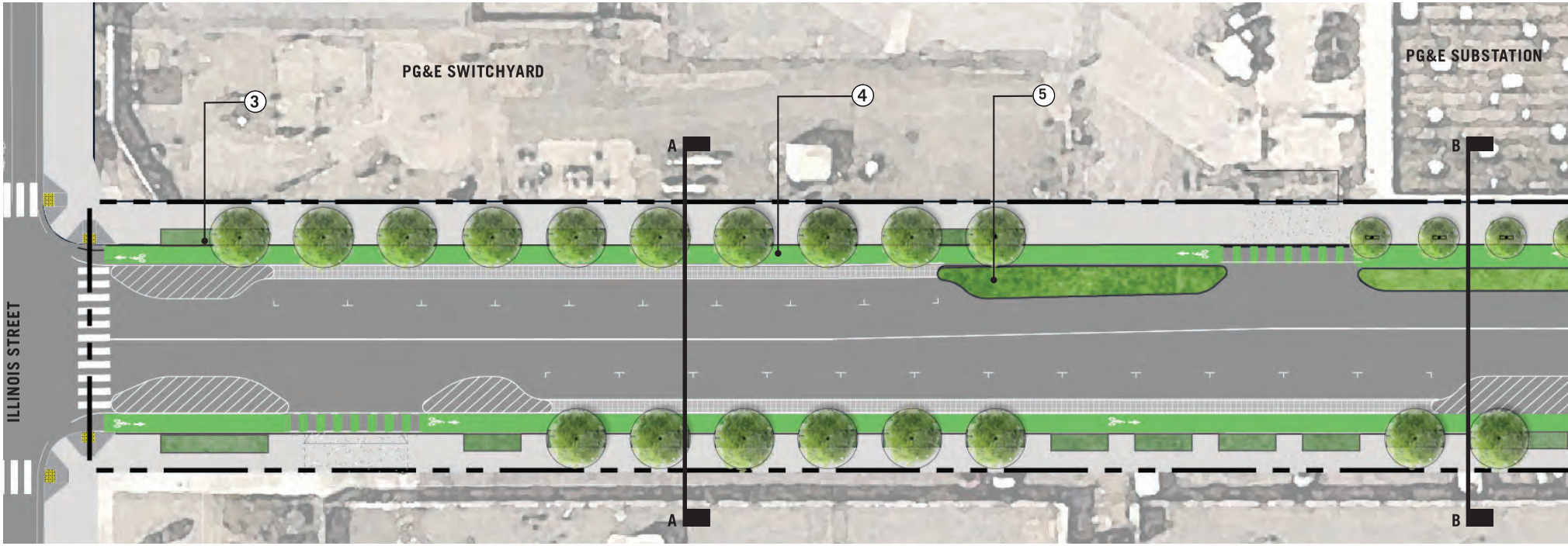
Neighborhood commercial streets include Humboldt Street, Maryland Street, Delaware Street, and a portion of Georgia Street. With commercial storefronts and other active uses lining each of these streets, they are likely to be the most active part of the Power Station project. Neighborhood commercial streets will be designed with adequate commercial loading areas to facilitate operations of the streets' retail stores and restaurants, with a mix of passenger loading, metered parking, and planting areas along remaining sidewalk frontages. Along Delaware Street, a high-quality connection to the Blue Greenway will be designed.

Along the southern boundary of the site, 23rd Street will be a mixed-use street that gracefully accommodates PDR uses while creating safe and inviting gateways to the site for bicyclists and pedestrians. Specifically, 23rd Street will provide space for the loading activity of larger trucks that supply parts to, and pick up finished goods from, light-industrial uses. The project will provide wide sidewalks and protected bicycle facilities on the north side of the street to make walking and cycling safe, and to connect the Blue Greenway from the waterfront to Illinois Street. The current use of the warehouses on the south side of 23rd Street do not allow for the provision of sidewalks and Class IV bicycle facilities on the south side of 23rd Street. Sidewalks and protected bicycle facility may be provided on the south side of 23rd Street by the future developer of the property to the south, but only if, in the future, such facilities would meet SF Public Works standards and would be accepted by the City.

Alleys will include Georgia Lane, Louisiana Street, and Delaware Street north of Humboldt Street; these alleys may include garage entries. Craig Lane will be a one-way service alley that will accommodate both loading and garage entries.

Streets at the Power Station project will be designed to be consistent with the Better Streets Plan and uphold City policies, including Vision Zero SF and Transit First. Unless otherwise noted, aforementioned standards and guidelines within this Streets section shall apply to the following streets.

5.16 23rd Street



STANDARDS

5.16.1 Street-Lane and Sidewalk Widths

The widths of street lanes and sidewalks shall be per street sections shown in Figure 5.16.2 through Figure 5.16.8.

5.16.2 Tree Well Size

Between Illinois Street and Maryland Street, tree wells shall be minimum 5 feet wide by 10 feet long. Provide a minimum 4-foot paved break in tree wells at regular intervals to allow cyclists to access sidewalk as pedestrians.

5.16.3 Tree Well Surfacing

Tree wells shall either be planted with a diverse mix of ornamental grasses, small woody shrubs, and herbaceous perennials or surfaced with non-stabilized crushed stone.

5.16.4 Bicycle Lane Buffers

At parking-protected bicycle lanes, a clear material change or striping shall mark the buffer between parking and the bicycle lane. Where feasible, raised buffers and 'islands' should be planted with low shrubs, ornamental grasses, and perennials. Planted buffers shall allow clear visibility at intersections, crossings and curb cuts. Plants in buffers and islands shall not exceed 36 inches in height. There shall be a clear path of travel from every parking space to the sidewalk.

5.16.5 Block Station A, 11 & 12 Frontage

Where utility easements preclude planting and fixed streetscape elements, signage, awnings, canopies and/or seating shall be permitted to be affixed to the building (see Third Street Industrial District Awnings, Section 6.11.3) within the frontage zone.

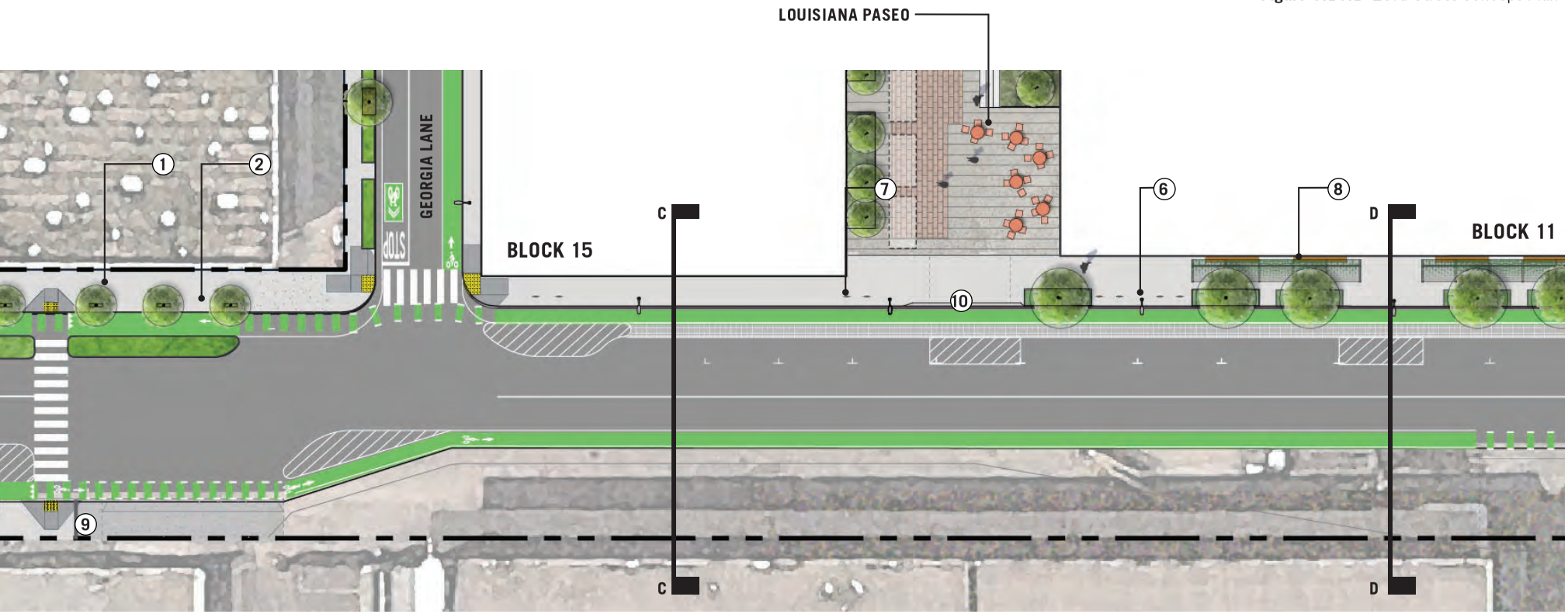
5.16.6 Railing between Bike Lane and Retaining Wall

A 42-inch railing must be placed in between the bike lane and existing brick retaining wall to the south near the intersection of Maryland Street.

5.16.7 Lighting

Refer to lighting standards per Section 7.2.

Figure 5.16.1 23rd Street Concept Plan



LEGEND

1. Pedestrian Throughway
2. Furnishing Zone
3. Planted Tree Well
4. Parking-Protected Bicycle Lane
5. Planted Buffer
6. Street Light
7. Bicycle Rack
8. Bench
9. Pedestrian Barrier
10. Curb Cut (maintenance and food truck access)

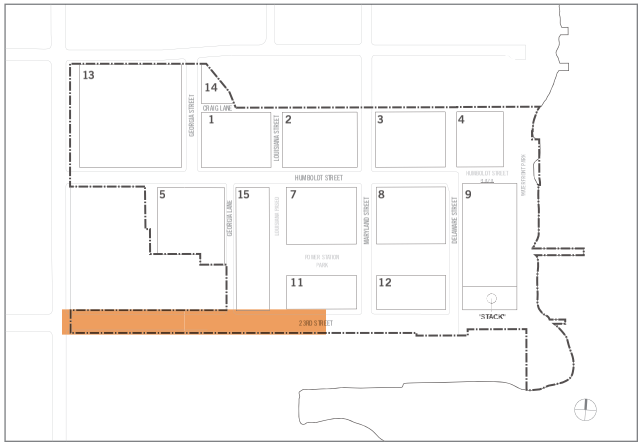
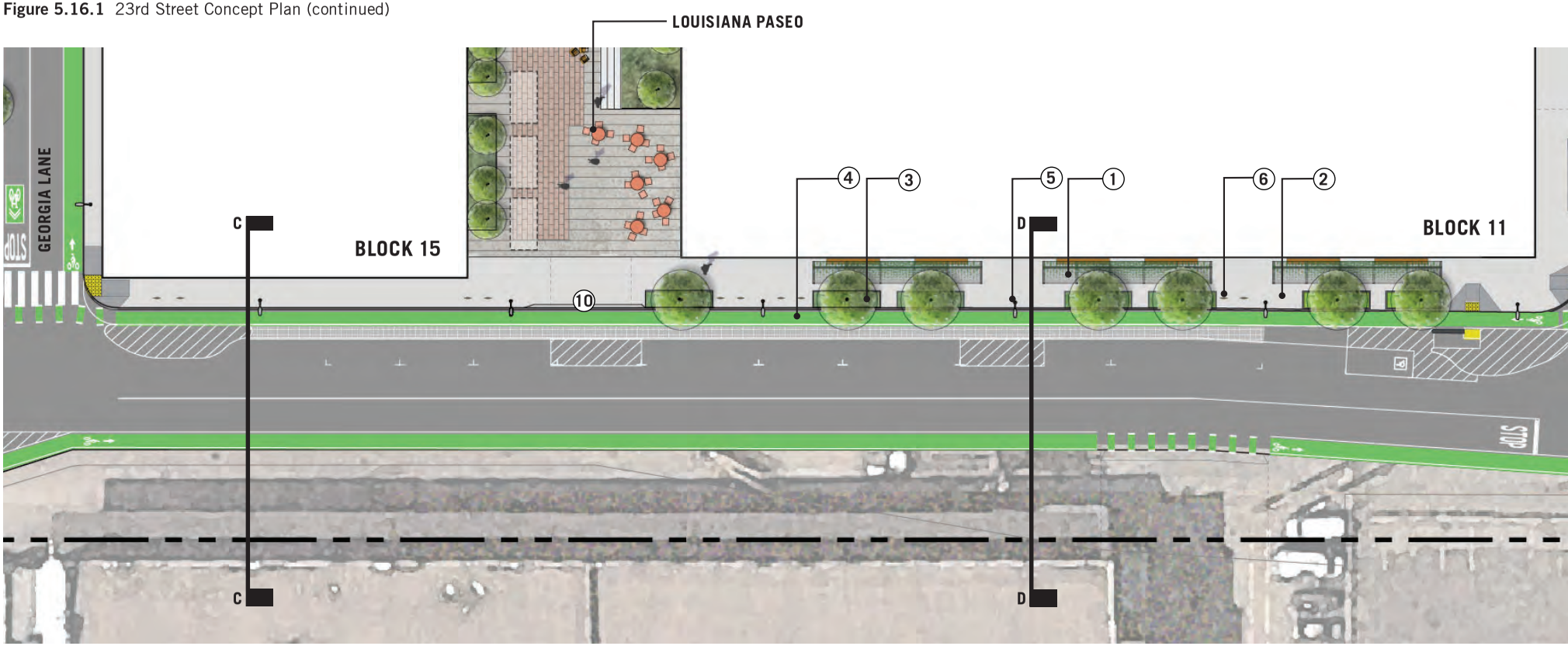


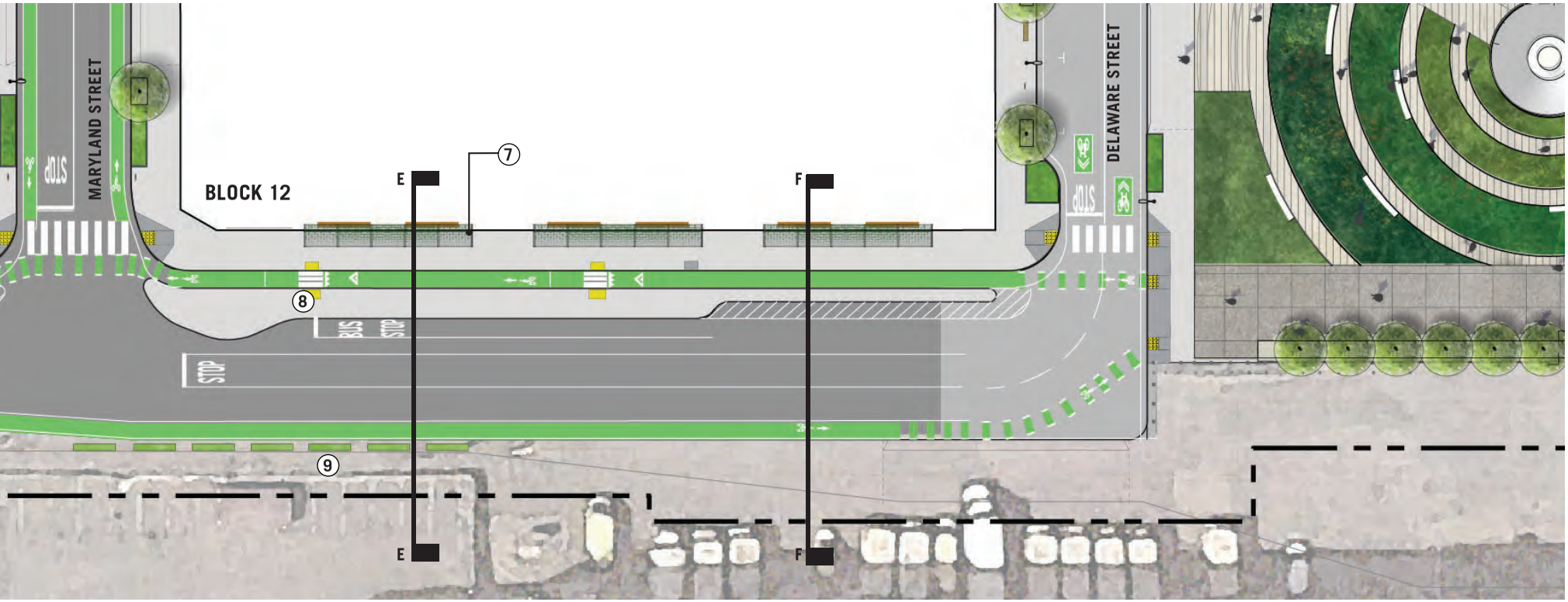
Figure 5.16.1 23rd Street Concept Plan (continued)



5.16.8 Third Street Character

As an important entrance to the Power Station project, the streetscape design of 23rd Street should balance the historic utilitarian character of the Third Street Industrial District with welcoming design gestures. To that end, the following guidelines shall be followed:

- Landscape elements should feel additive to the industrial streetscape. Examples include potted or otherwise designed raised beds of plants and trees that are placed onto paved surfaces; small tree wells within paved surfaces; green walls; and raised or lowered beds edged with industrial materials such as brick, low granite curbs, or steel.
- Tree planting locations should be irregularly spaced or placed in small groupings along the street, in contrast with standard *Better Streets Plan* requirements, in order to provide better compatibility with the historic district.
- A tree and vegetation palette should be used that does not detract from the industrial character. Green walls, planter boxes, and vegetation should be considered rather than trees for storm water management.
- Sidewalk paving at 23rd Street should be more industrial in character compared to sidewalk paving at other portions of the site. Consider varying sidewalk concrete score joint patterns or pavers from block to block.
- Pavement at the transit boarding island should incorporate concrete or stone pavers or enhanced cast-in-place concrete with smaller scale joint patterns for a more refined appearance. Integral color and decorative aggregates may be selected for aesthetic quality and shall meet accessible design requirements for slip-resistance.
- 23rd Street is intended to be accepted as a SF Public Works-owned and -maintained street.



LEGEND

1. Pedestrian Throughway
2. Furnishing Zone
3. Planted Tree Well
4. Parking-Protected Bicycle Lane
5. Street Light
6. Bike Rack
7. Bus Shelter
8. Transit Boarding Island
9. Moveable Raised Planters at 5' Buffer Between Bicycle Lane and Retaining Wall
10. Curb Cut (maintenance and food truck access)

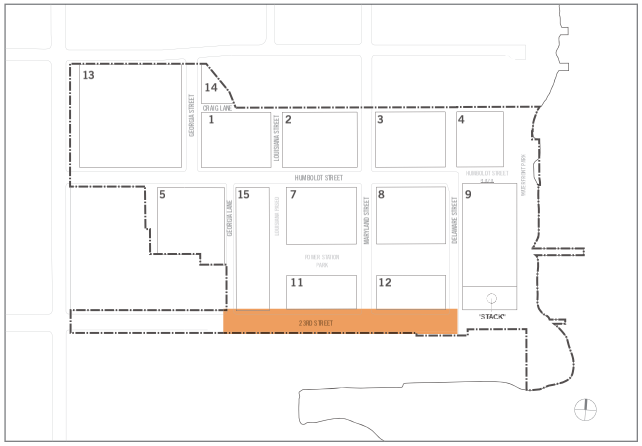


Figure 5.16.2 23rd Street: Section A

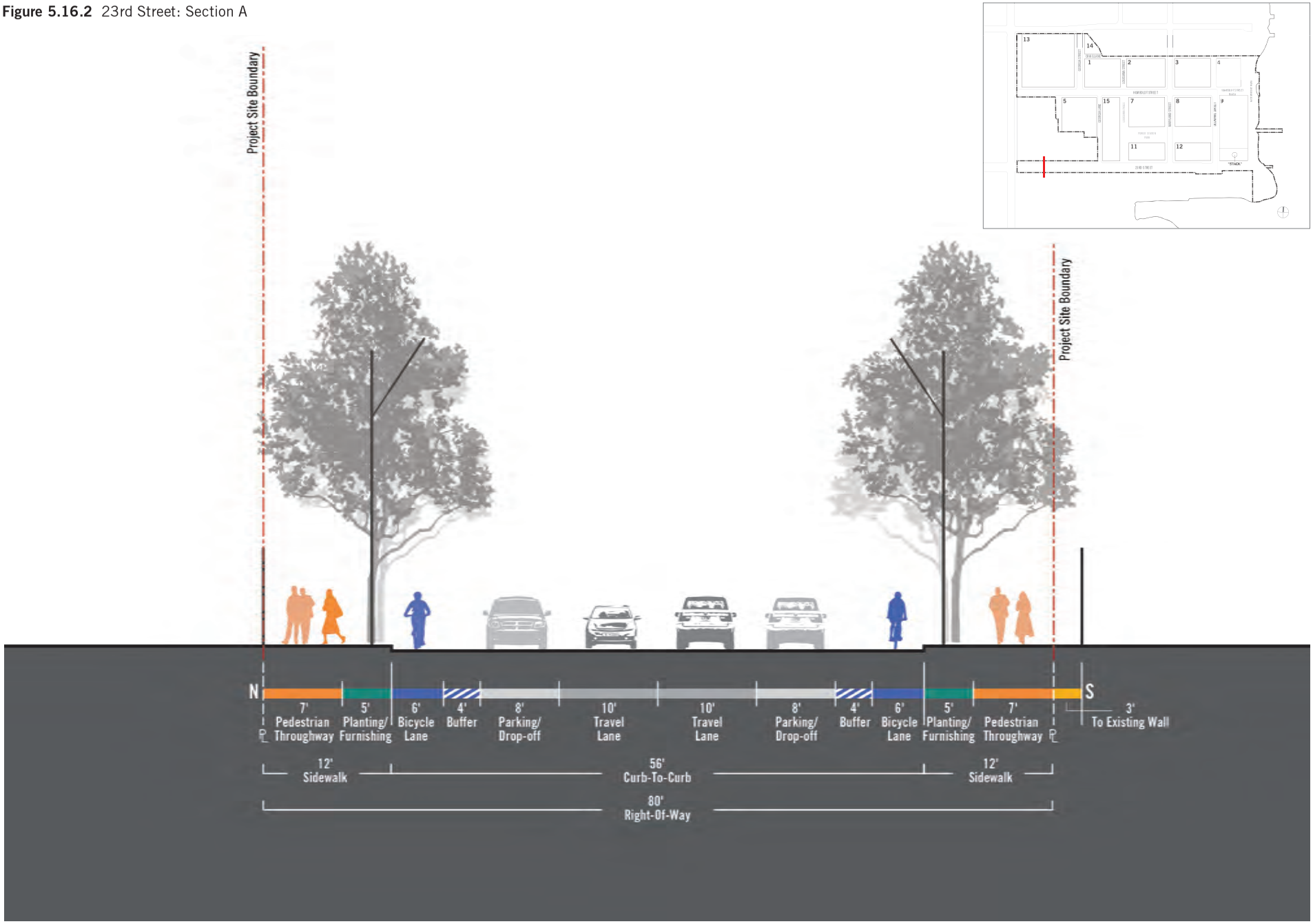


Figure 5.16.3 23rd Street: Section B

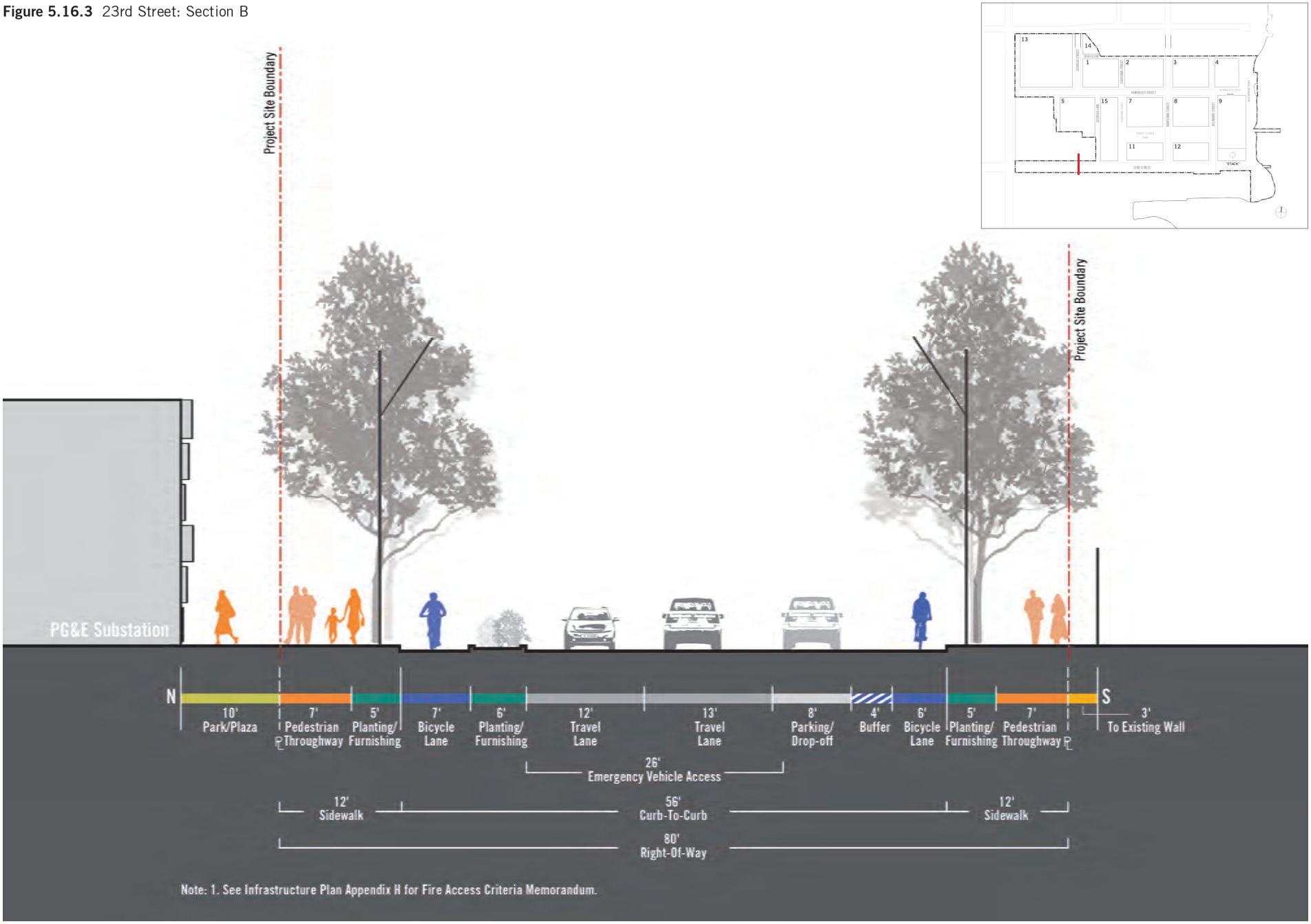


Figure 5.16.4 23rd Street: Section C (With Station A Retained)

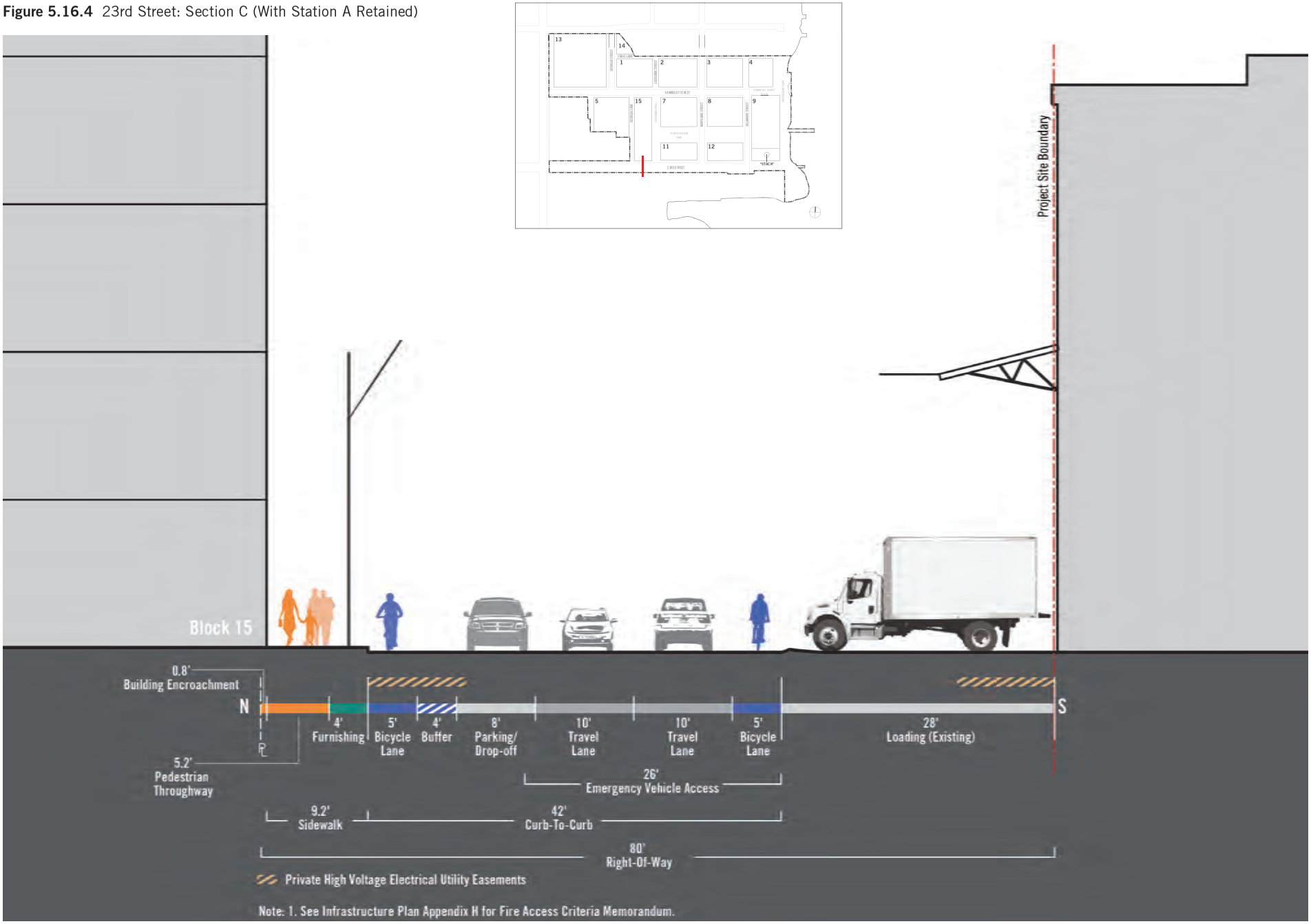


Figure 5.16.5 23rd Street: Section C (Without Station A)

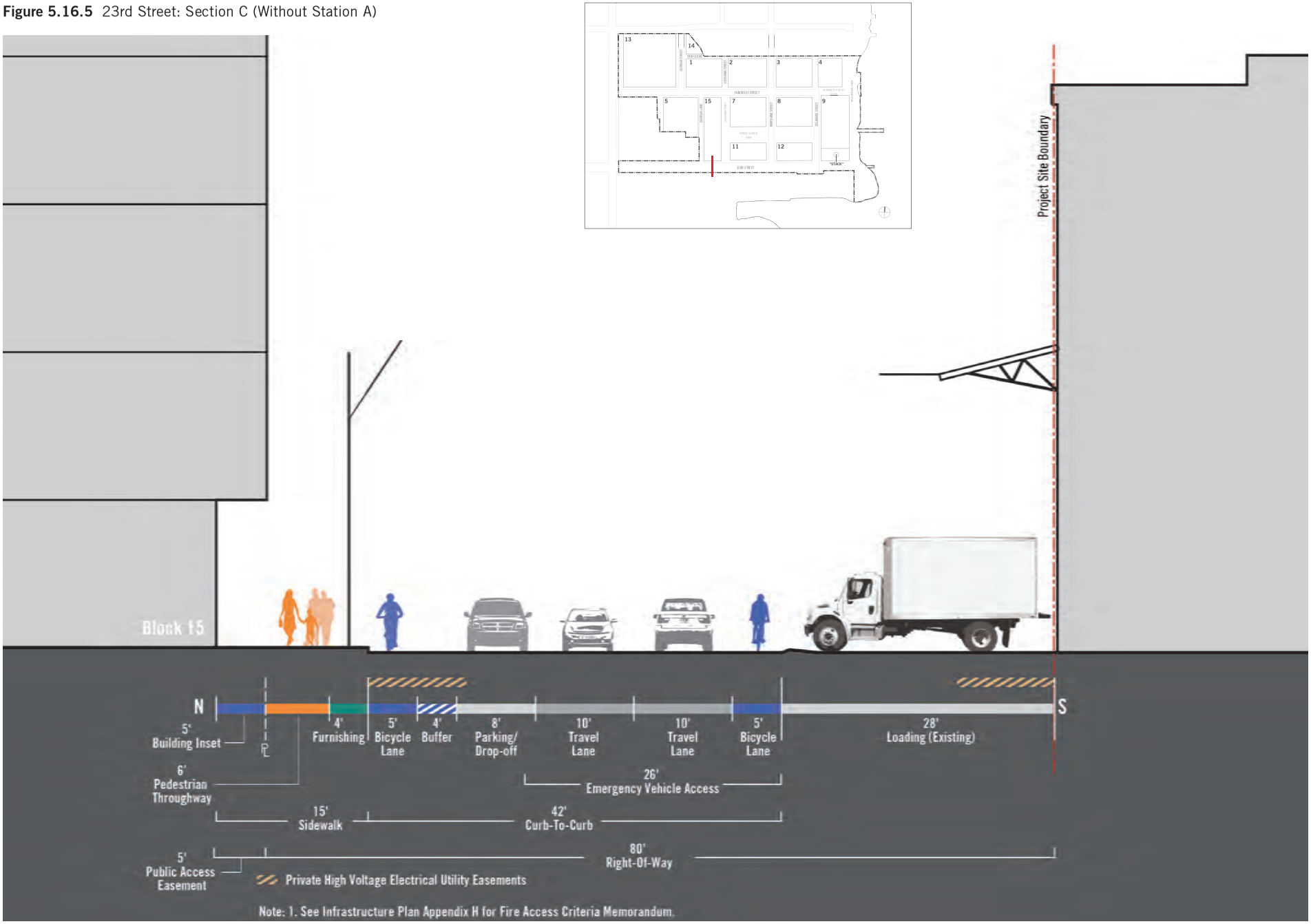


Figure 5.16.6 23rd Street: Section D

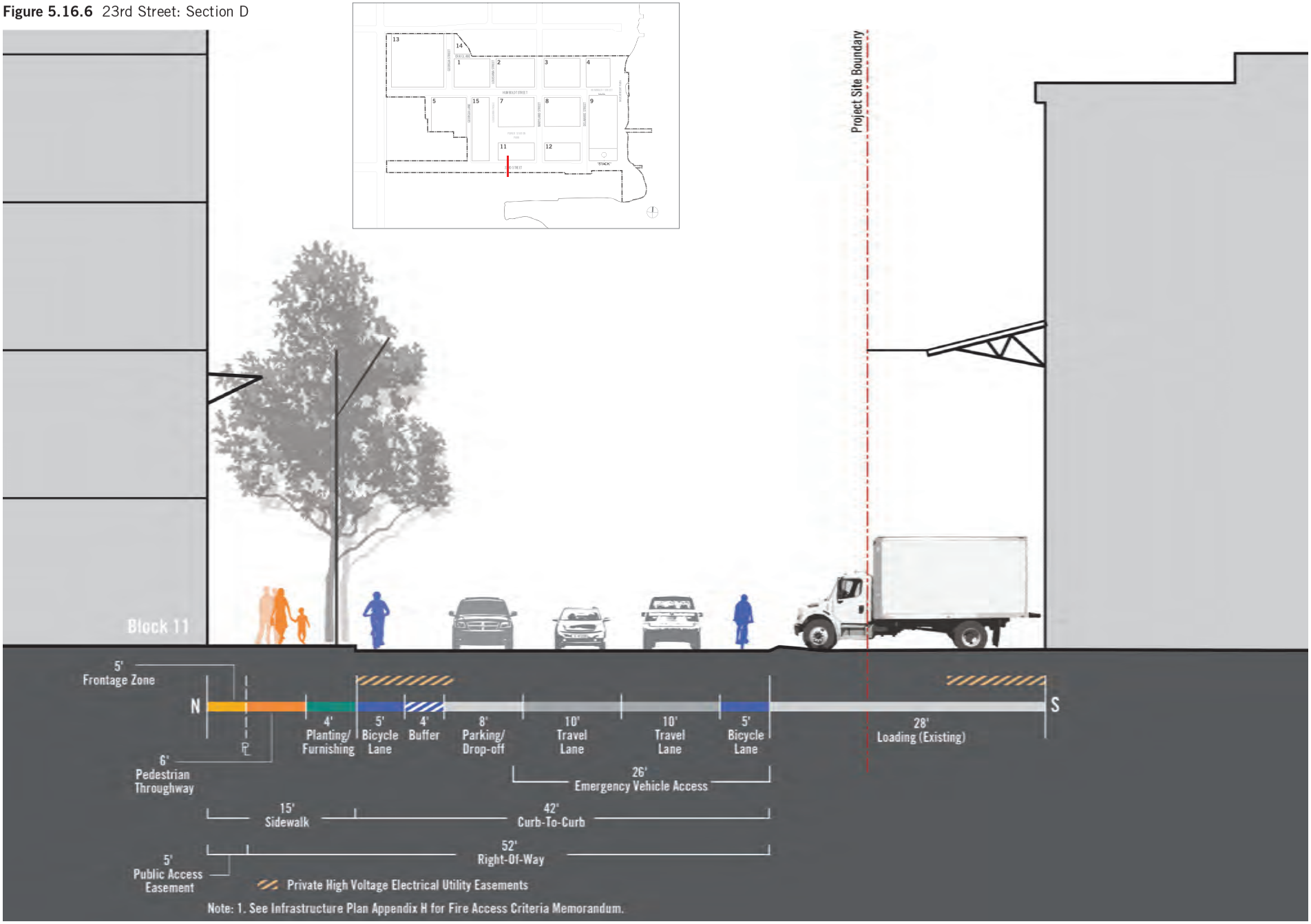


Figure 5.16.7 23rd Street: Section E

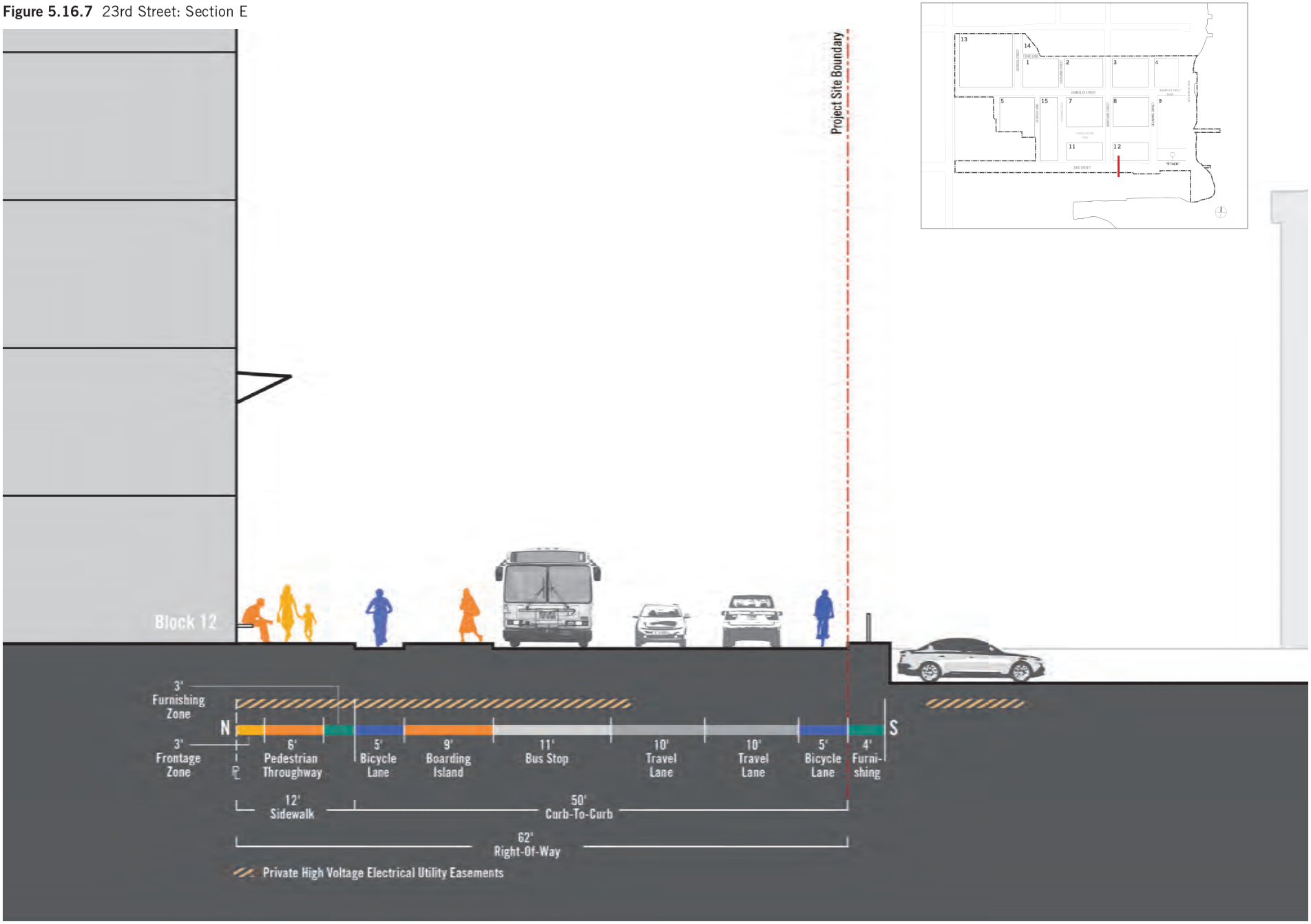
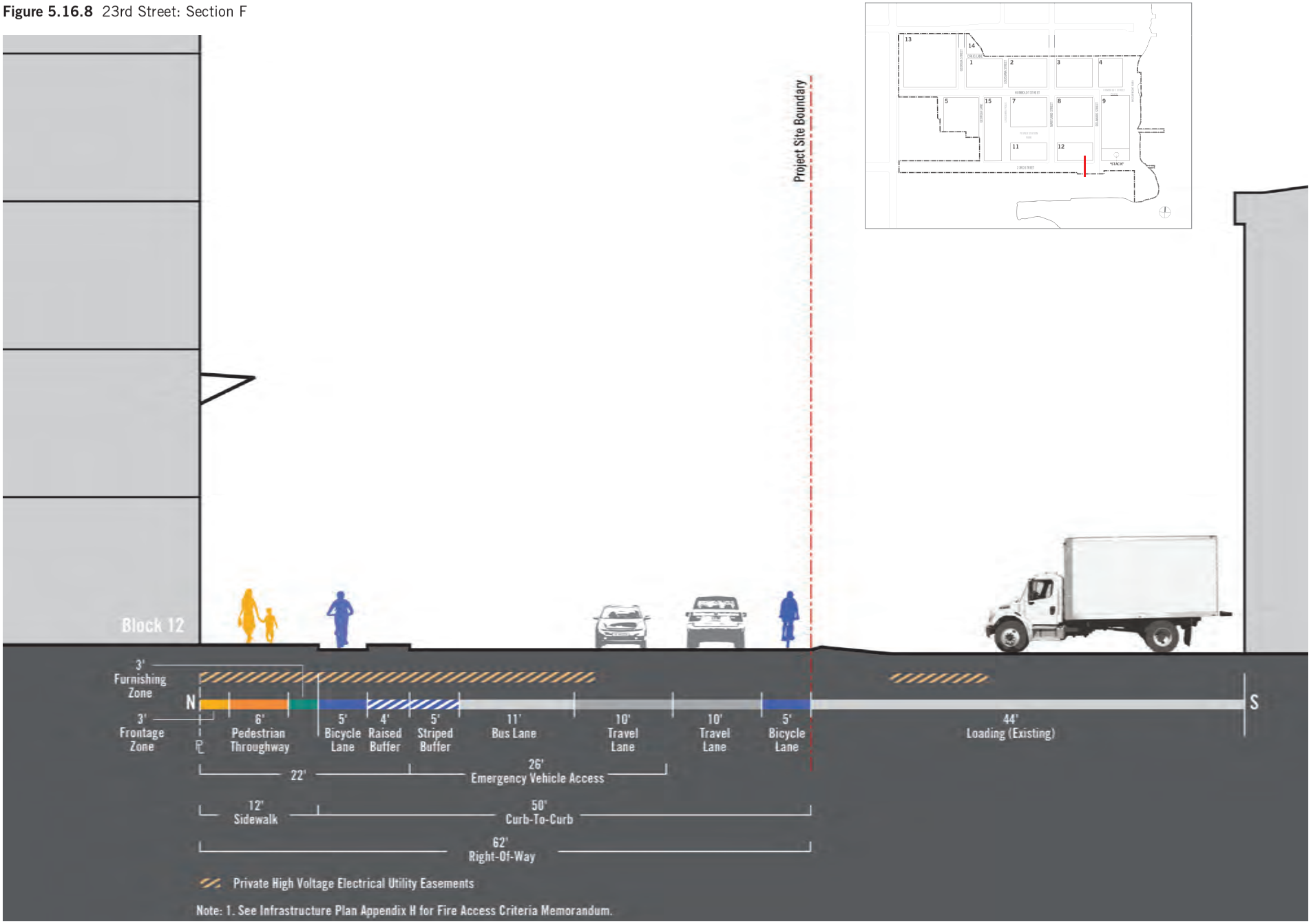


Figure 5.16.8 23rd Street: Section F



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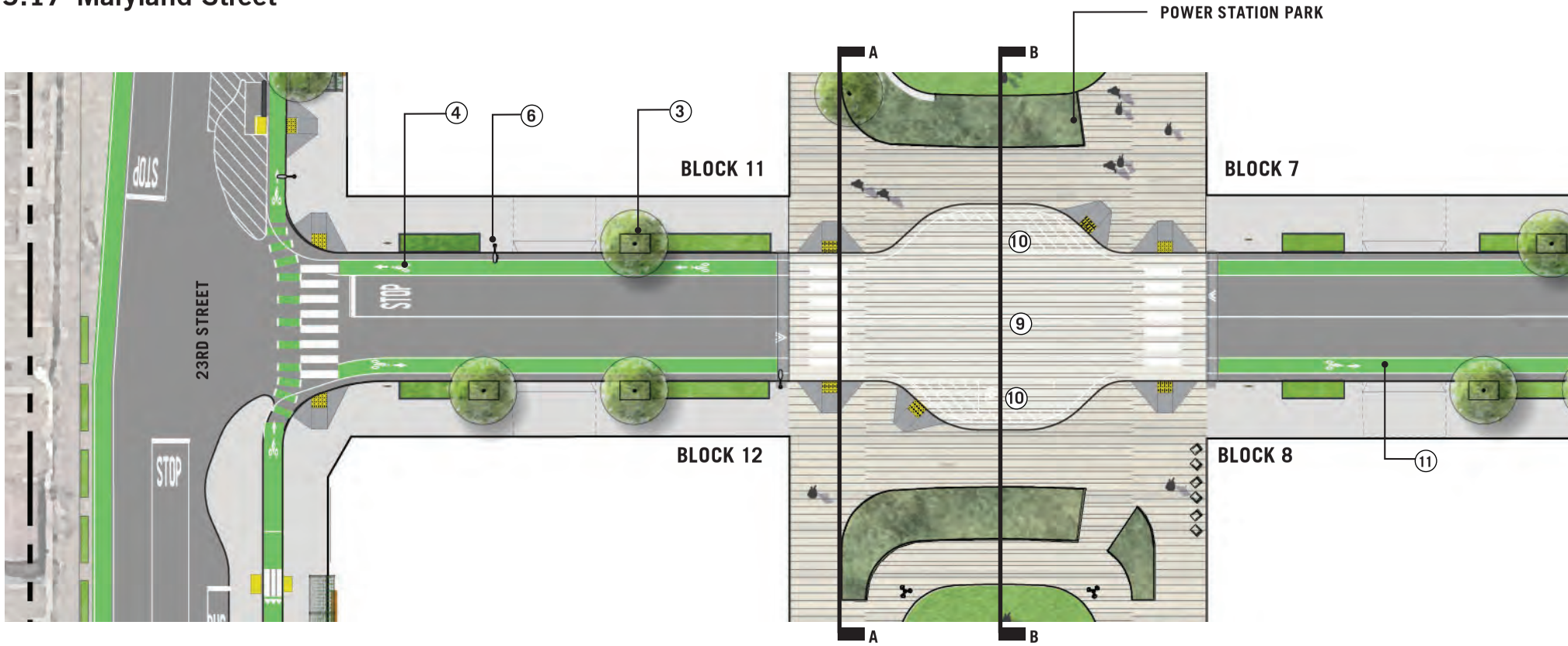
5.17 Maryland Street



STANDARDS

5.17.1 Street-Lane and Sidewalk Widths

The bikeway design for Maryland Street is tentative. The Project will continue to work with the City towards the design of a separated bikeway within the 64' right-of-way proposed on Maryland Street. Such a design change would be reviewed by City infrastructure agencies and incorporated into City approvals as part of the first Basis of Design submittal.

5.17.2 Tree Well Size

Tree wells shall be at least 5 feet by 8 feet.

5.17.3 Tree Well Surfacing

Tree wells shall have crushed stone without stabilizer. Planting in tree wells is allowed.

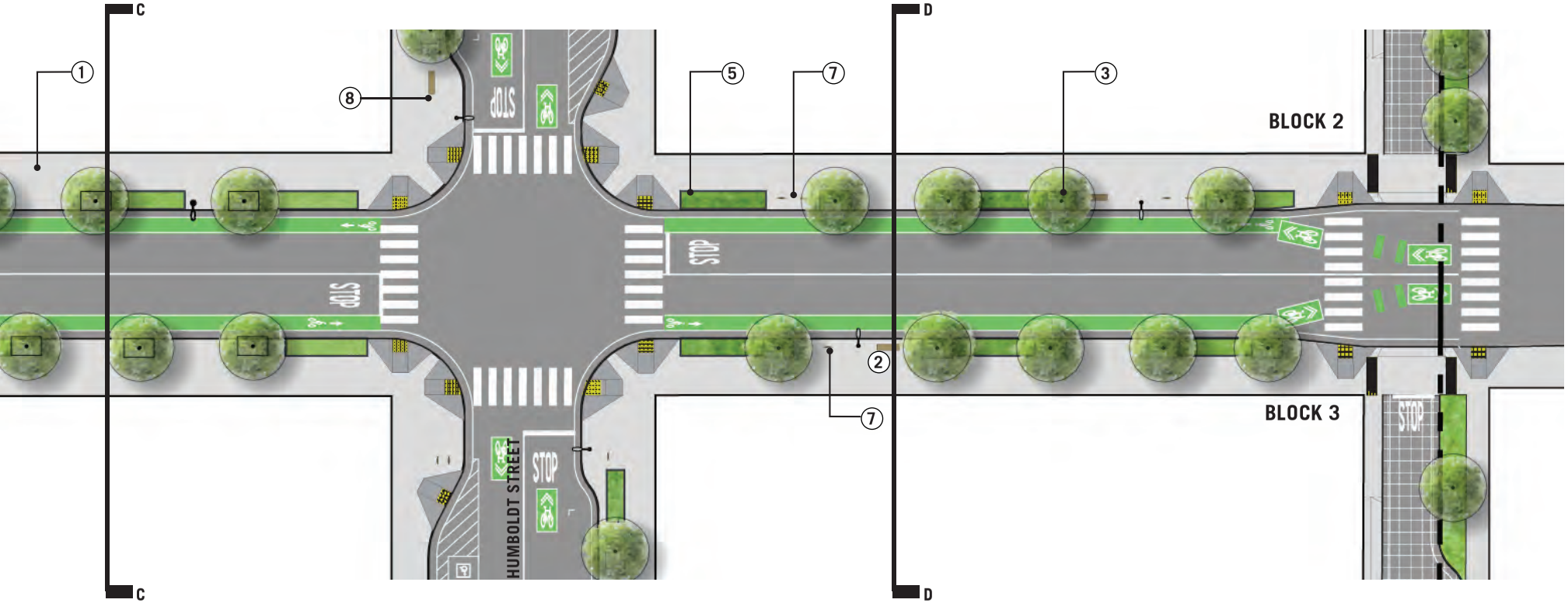
5.17.4 Raised Pedestrian Crossing

Between the two blocks of Power Station Park, a two-inch-raised concrete pedestrian crossing shall be included in the street design. The crossing shall be separated from the pedestrian sidewalk by a minimum four-inch curb.

5.17.5 Lighting

Refer to lighting standards per Section 7.2.

Figure 5.17.1 Maryland Street Concept Plan



Note:
1. The bikeway design for Maryland Street is tentative. The Project will continue to work with the City towards the design of a separated bikeway within the 64' right-of-way proposed on Maryland Street. Such a design change would be reviewed by City infrastructure agencies and incorporated into City approvals as part of the first Basis of Design submittal.

LEGEND

1. Pedestrian Throughway
2. Furnishing Zone
3. Tree Well
4. Class II Bicycle Lane
5. Stormwater Planter
6. Street Light
7. Bike Rack
8. Bench
9. Raised Pedestrian Crossing
10. Universal Loading Zone
11. Bicycle facility[1]

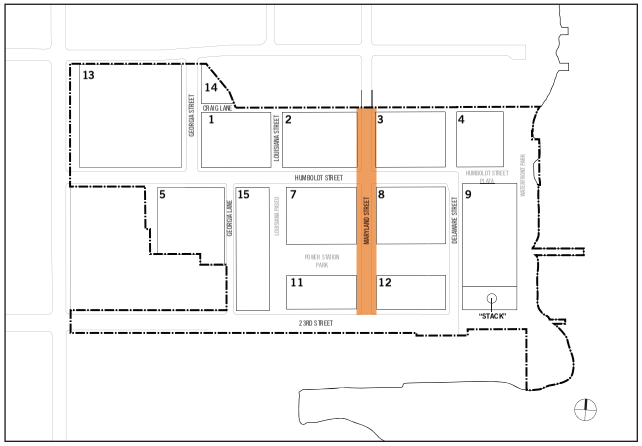


Figure 5.17.2 Maryland Street: Section A

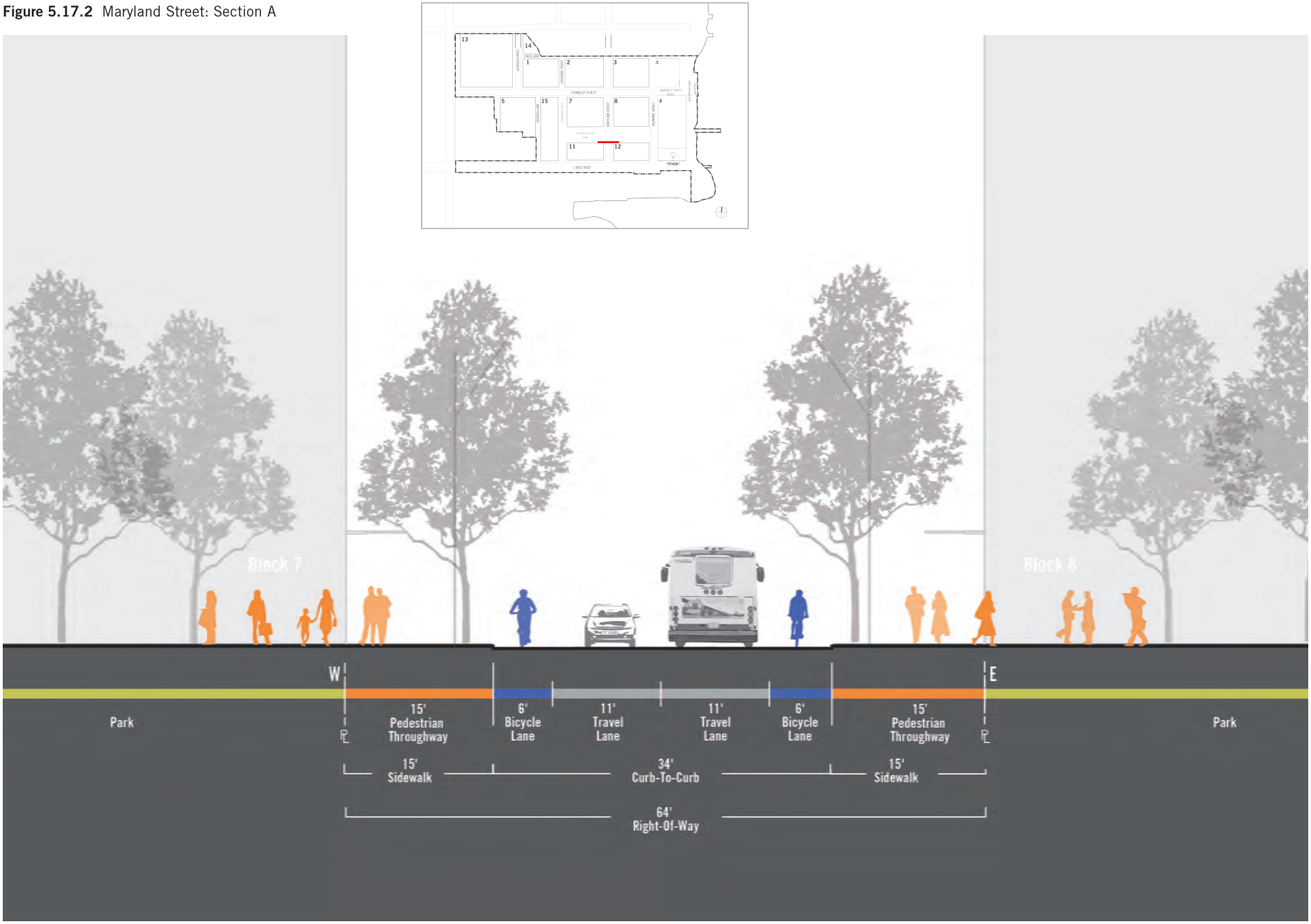


Figure 5.17.3 Maryland Street: Section B

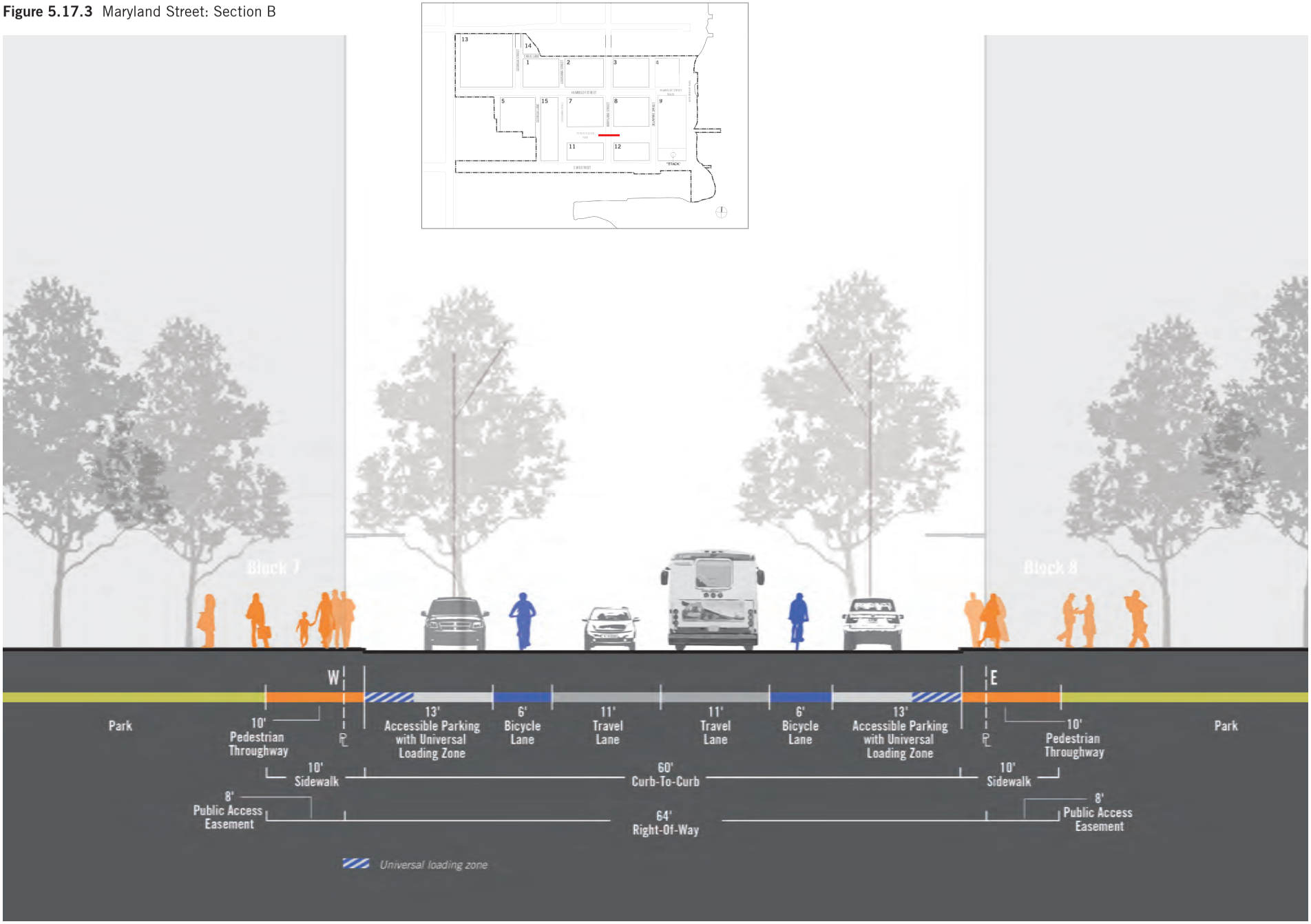


Figure 5.17.4 Maryland Street: Section C

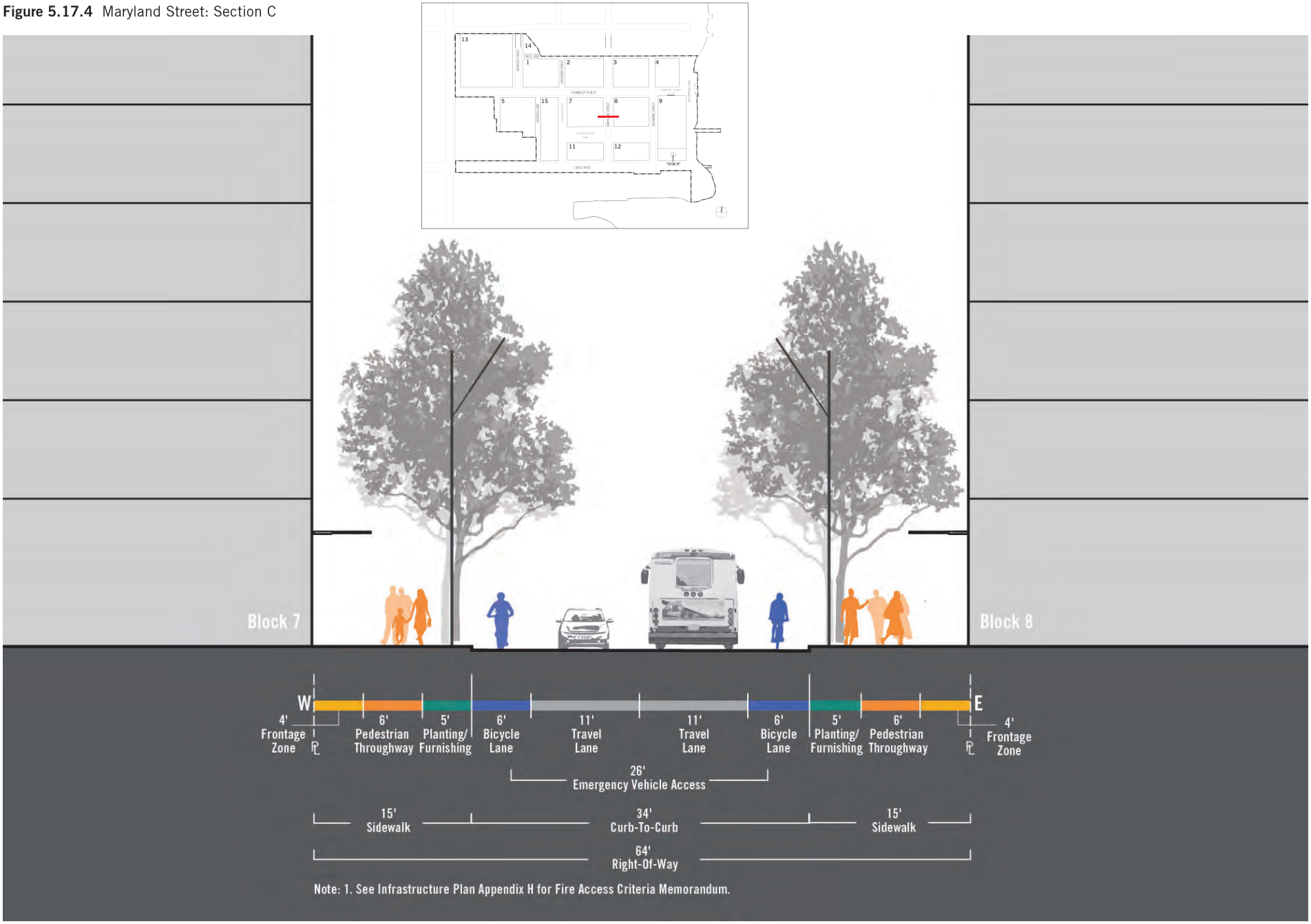
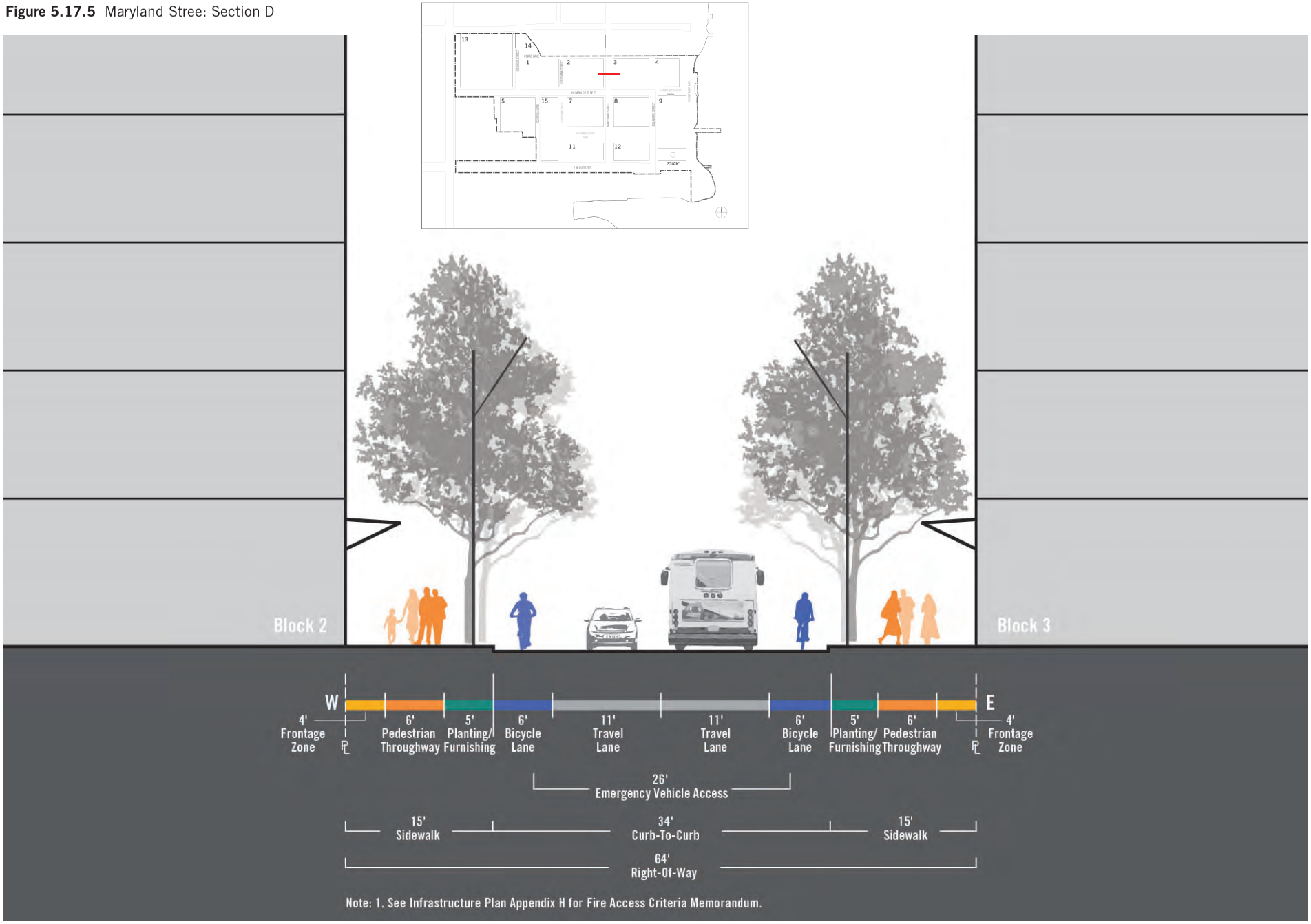
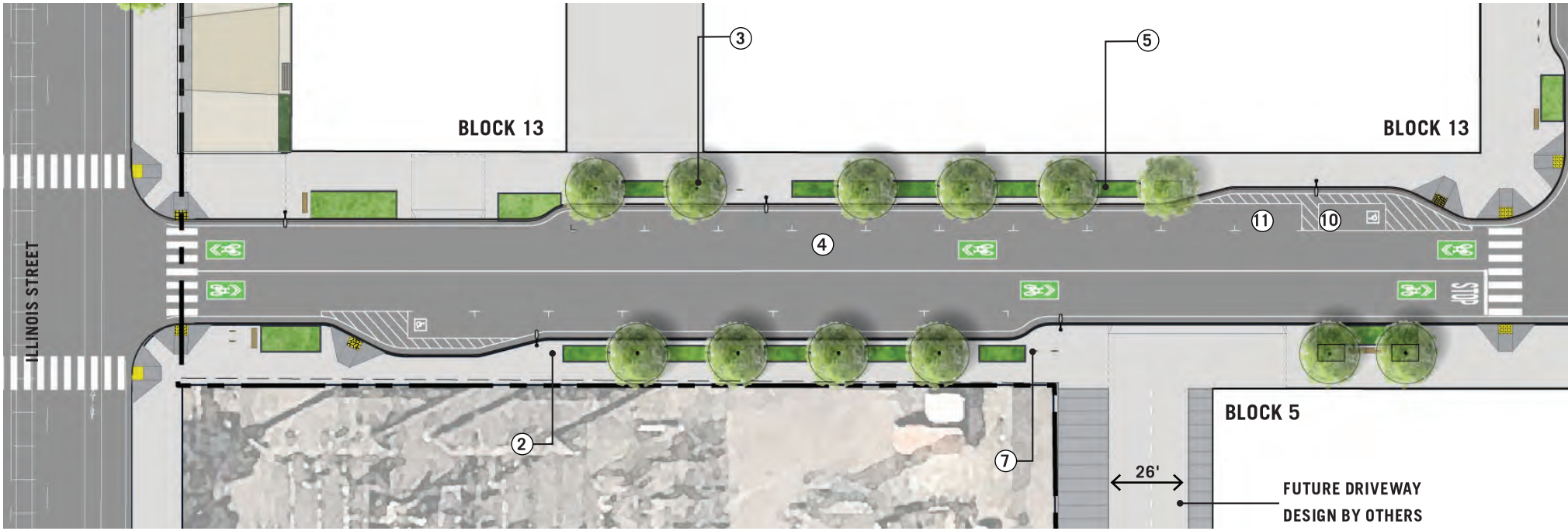


Figure 5.17.5 Maryland Stree: Section D



5.18 Humboldt Street



STANDARDS

5.18.1 Street-Lane and Sidewalk Widths
The widths of street lanes and sidewalks shall be per street section shown in Figure 5.18.2 .

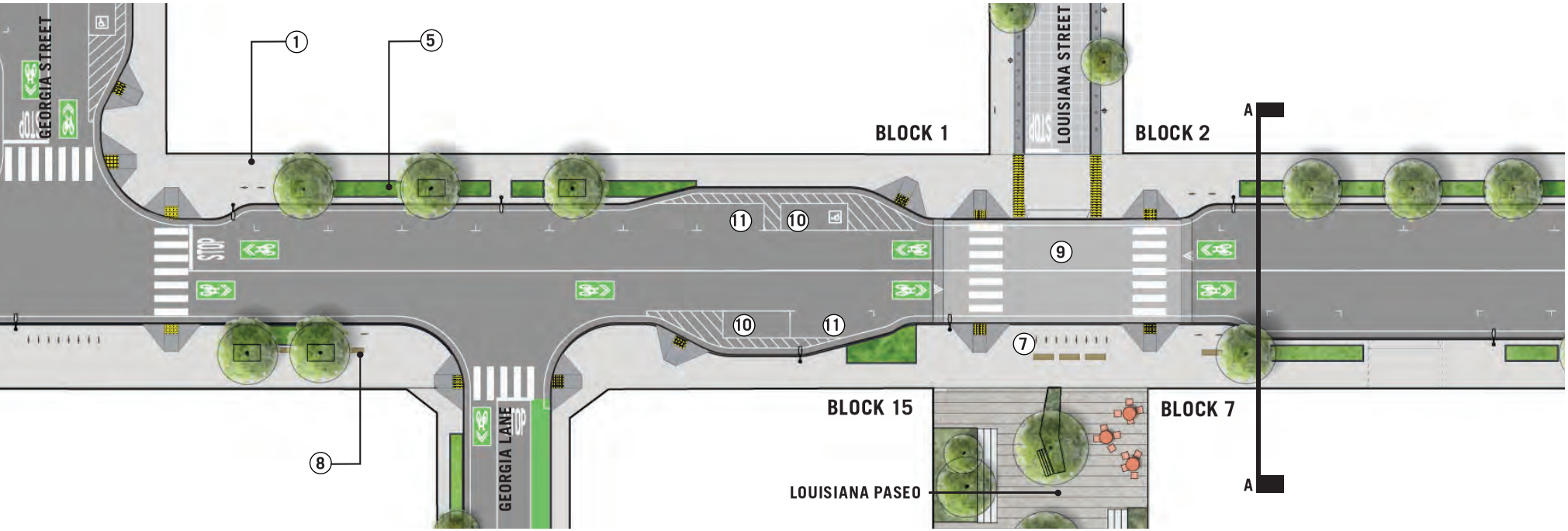
5.18.2 Tree Well Size
Tree wells shall be at least 5 feet by 8 feet.

5.18.3 Tree Well Surfacing
Tree wells shall have crushed stone without stabilizer. Planting in tree wells is allowed.

5.18.4 Raised Pedestrian Crossing
At the intersection of Louisiana Street and Humboldt Street, a two-inch-raised concrete pedestrian crossing shall be included in the street design. The crossing shall be separated from the pedestrian sidewalk by a minimum four-inch curb.

5.18.5 Lighting
Refer to lighting standards per Section 7.2.

Figure 5.18.1 Humboldt Street Concept Plan



LEGEND

1. Pedestrian Throughway
2. Furnishing Zone
3. Tree Well
4. Shared Lane Bicycle Route
5. Stormwater Planter
6. Street Light
7. Bicycle Rack
8. Bench
9. Raised Pedestrian Crossing
10. Universal Loading Zone
11. Accessible Parking

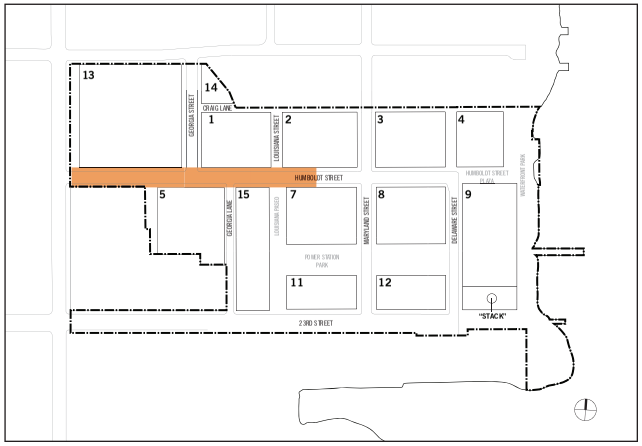
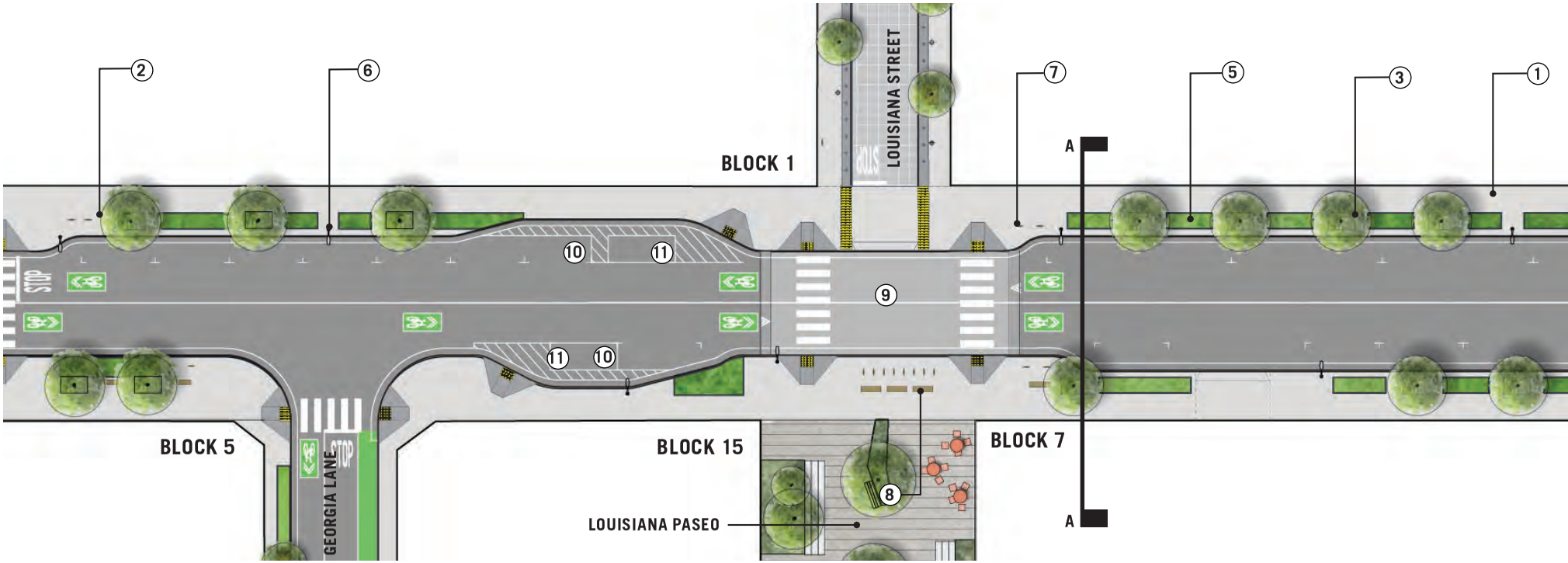
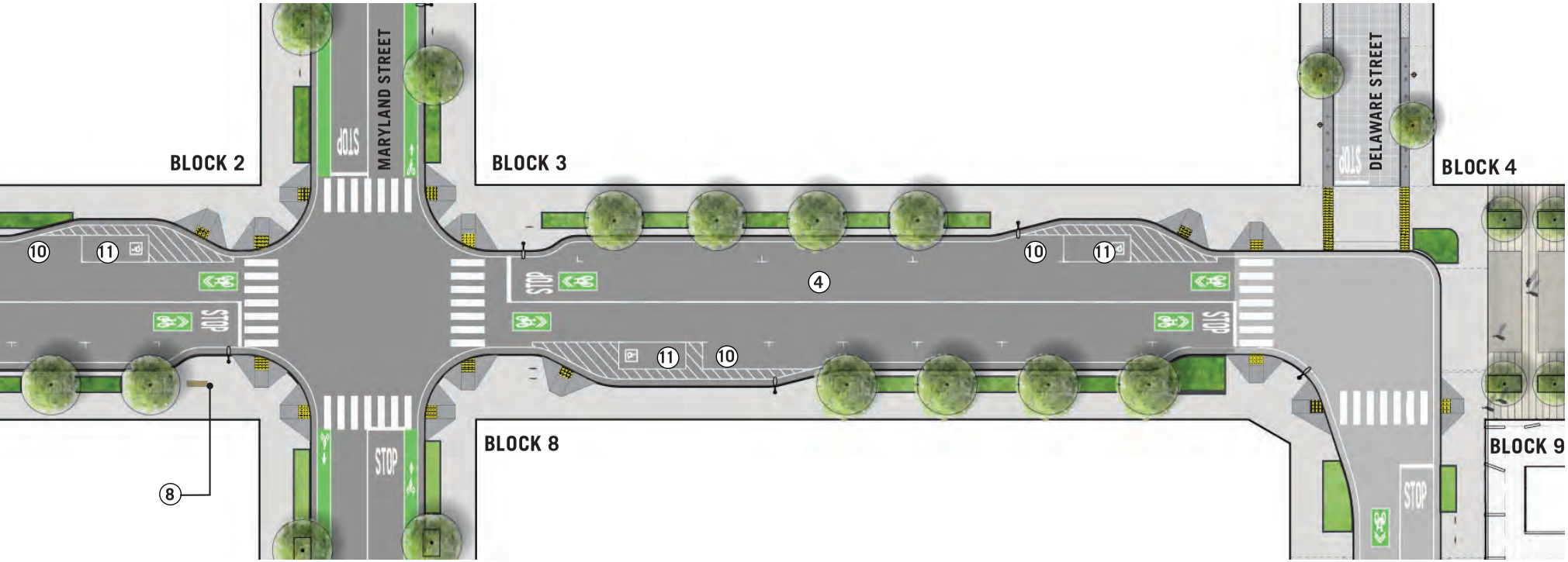


Figure 5.18.1 Humboldt Street Concept Plan (continued)





1. Pedestrian Throughway
2. Furnishing Zone
3. Tree Well
4. Shared Lane Bicycle Route
5. Stormwater Planter
6. Street Light
7. Bike Rack
8. Bench
9. Raised Pedestrian Crossing
10. Universal Loading Zone
11. Accessible Parking

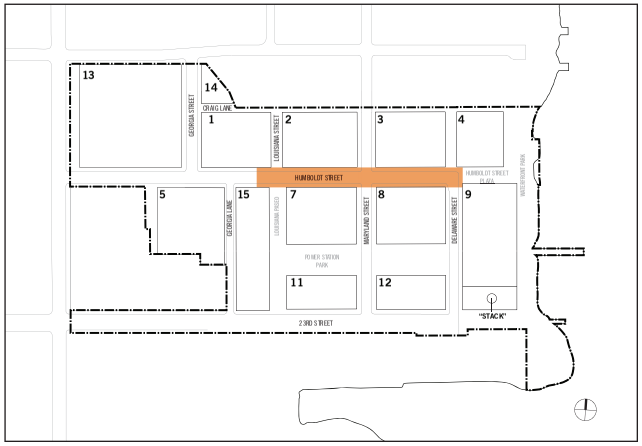
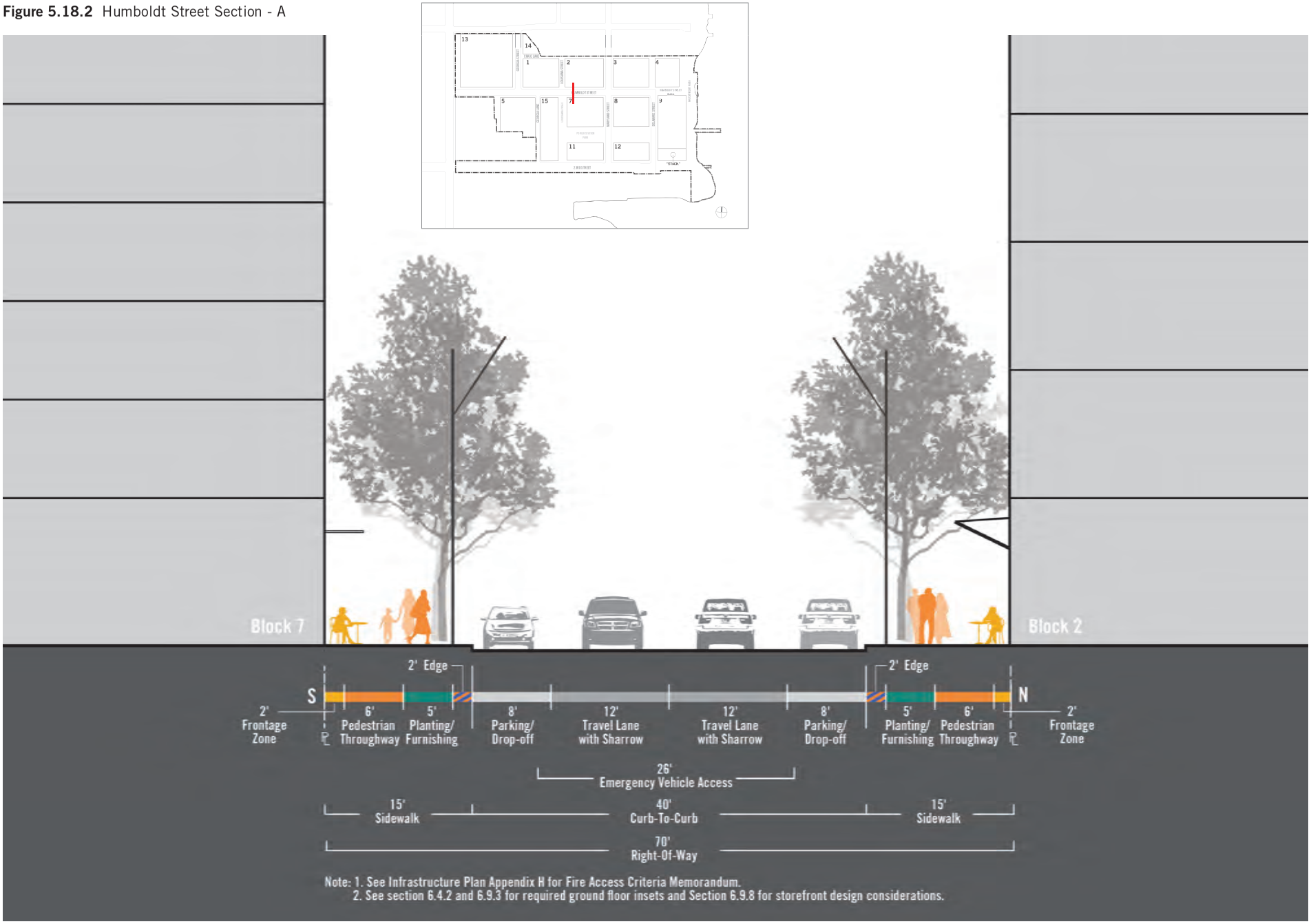


Figure 5.18.2 Humboldt Street Section - A



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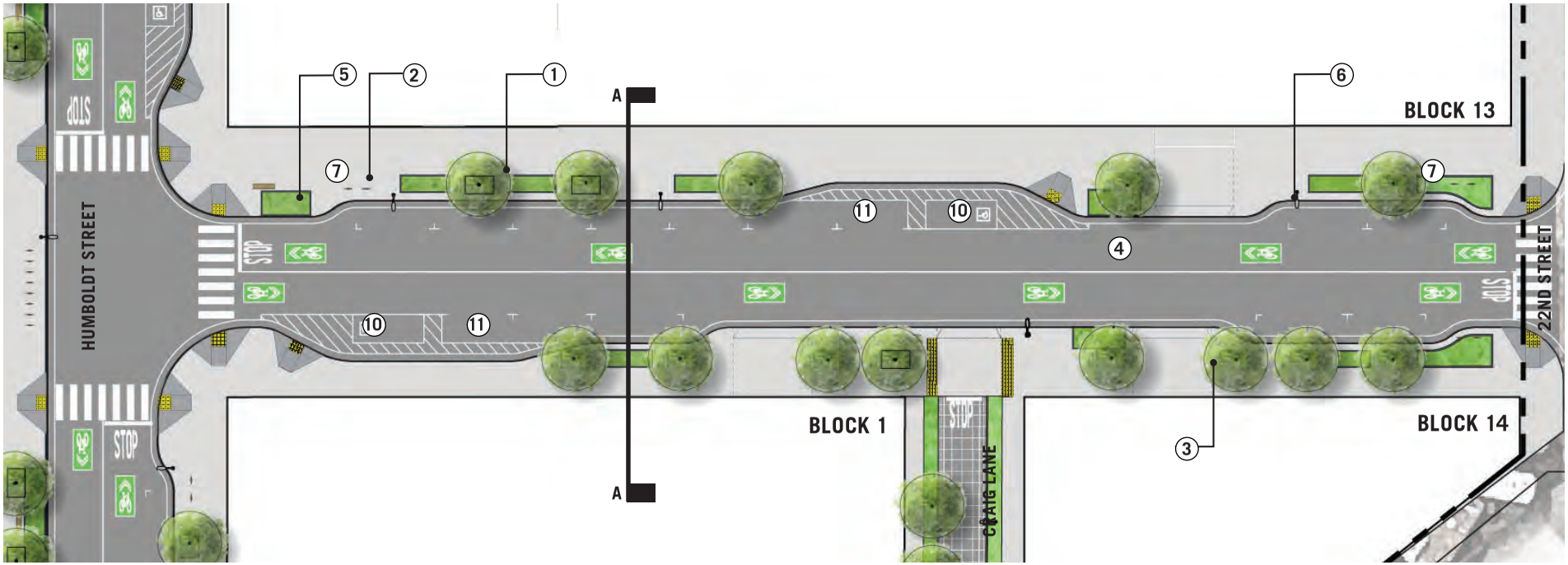
5.19 Georgia Street

Figure 5.19.1 Georgia Street Concept Plan



STANDARDS

5.19.1 Street-Lane and Sidewalk Widths
The widths of street lanes and sidewalks shall be per the street section shown in Figure 5.19.2.

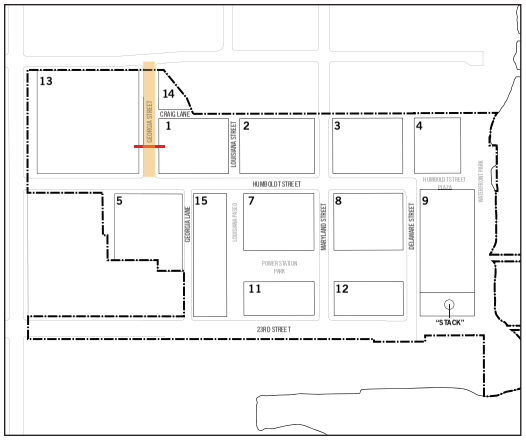
5.19.2 Tree Well Size
Tree wells shall be at least five 5 by 8 feet.

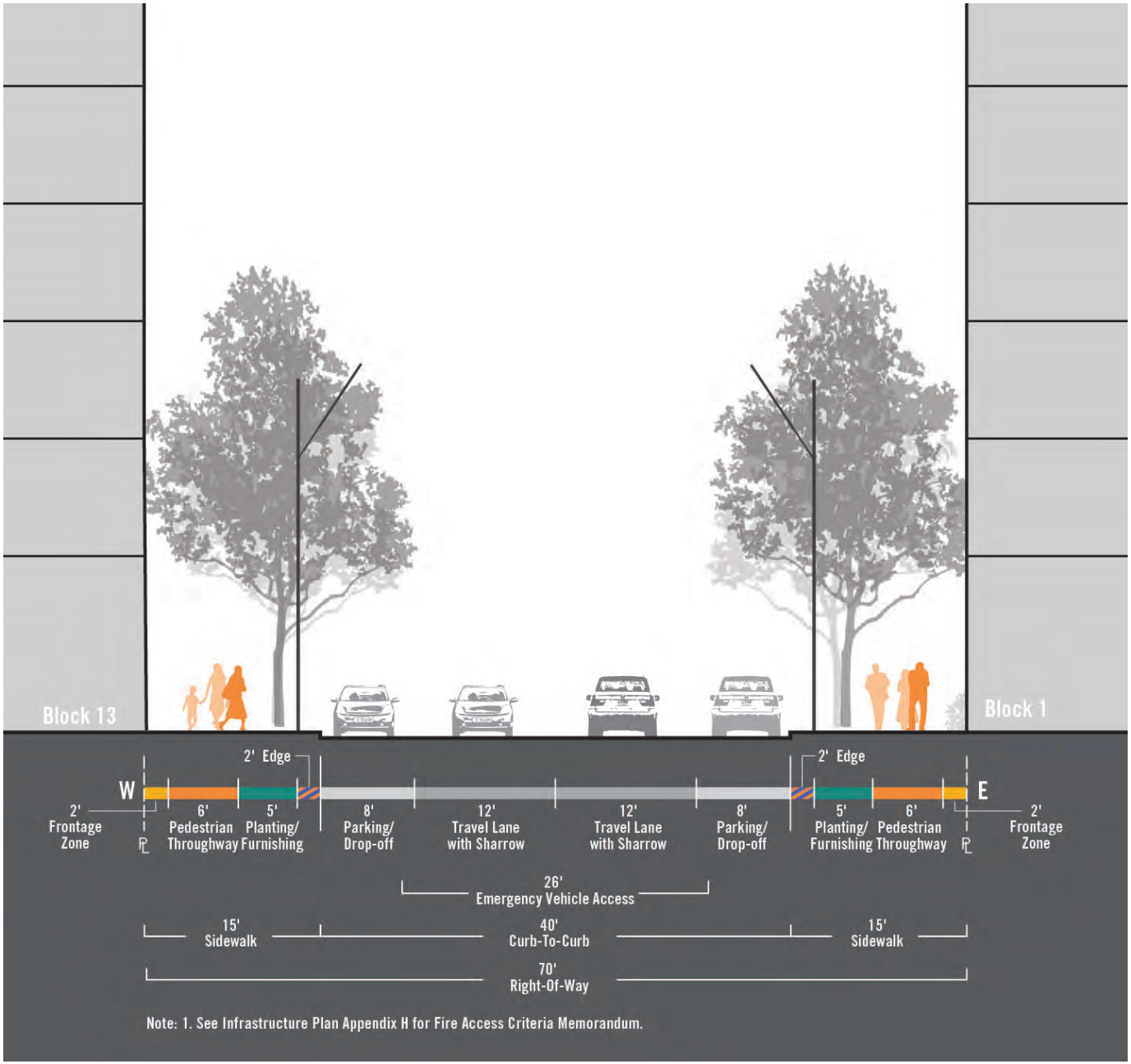
5.19.3 Tree Well Surfacing
Tree wells shall have crushed stone without stabilizer. Planting in tree wells is allowed.

5.19.4 Lighting
Refer to lighting standards per Section 7.2.

1. Pedestrian Throughway
2. Furnishing Zone
3. Tree Well
4. Shared Lane Bicycle Route
5. Stormwater Planter
6. Street Light
7. Bicycle Rack
8. Bench
9. Raised Pedestrian Crossing
10. Universal Loading Zone
11. Accessible Parking

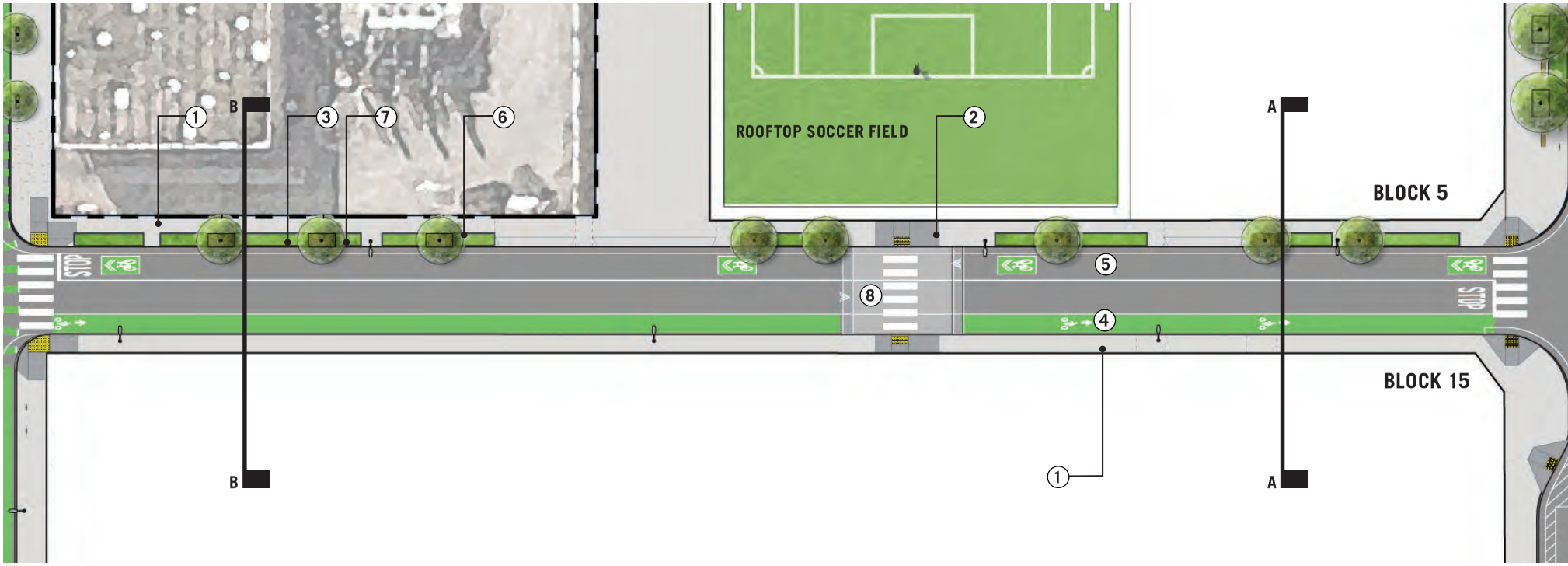
Figure 5.19.2 Georgia Street: Section A





5.20 Georgia Lane

Figure 5.20.1 Georgia Lane Concept Plan



STANDARDS

5.20.1 Street-Lane and Sidewalk Widths

The widths of street lanes and sidewalks shall be per street sections shown in Figure 5.20.2 and Figure 5.20.3.

5.20.2 Tree Well Size

Tree wells shall be at least 3 feet and 6 inches by 8 feet.

5.20.3 Raised Pedestrian Crossing

At approximately the mid-block portion of Block 15, if public access is provided through the building, a 2-inch-raised concrete pedestrian crossing shall be included in the street design for safe crossing, if Block 5 contains Residential, Active Recreation and/ or District Parking Garage uses.

5.20.4 Lighting

Refer to lighting standards per Section 7.2.

LEGEND

1. Pedestrian Throughway
2. Furnishing Zone
3. Tree Well
4. Class II Bicycle Lane
5. Shared Lane Bicycle Route
6. Stormwater Planter
7. Street Light
8. Raised Pedestrian Crossing

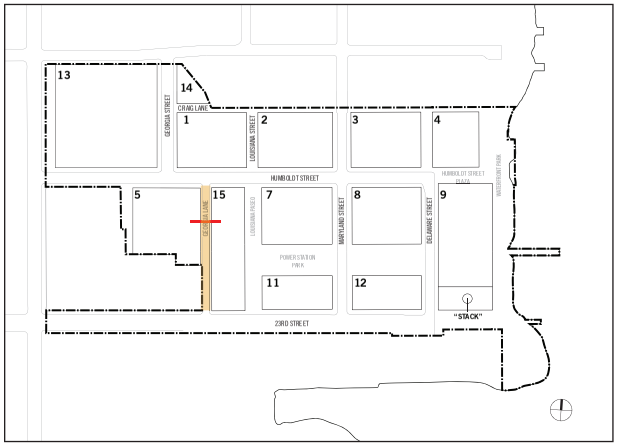


Figure 5.20.2 Georgia Lane: Section A (With Station A)

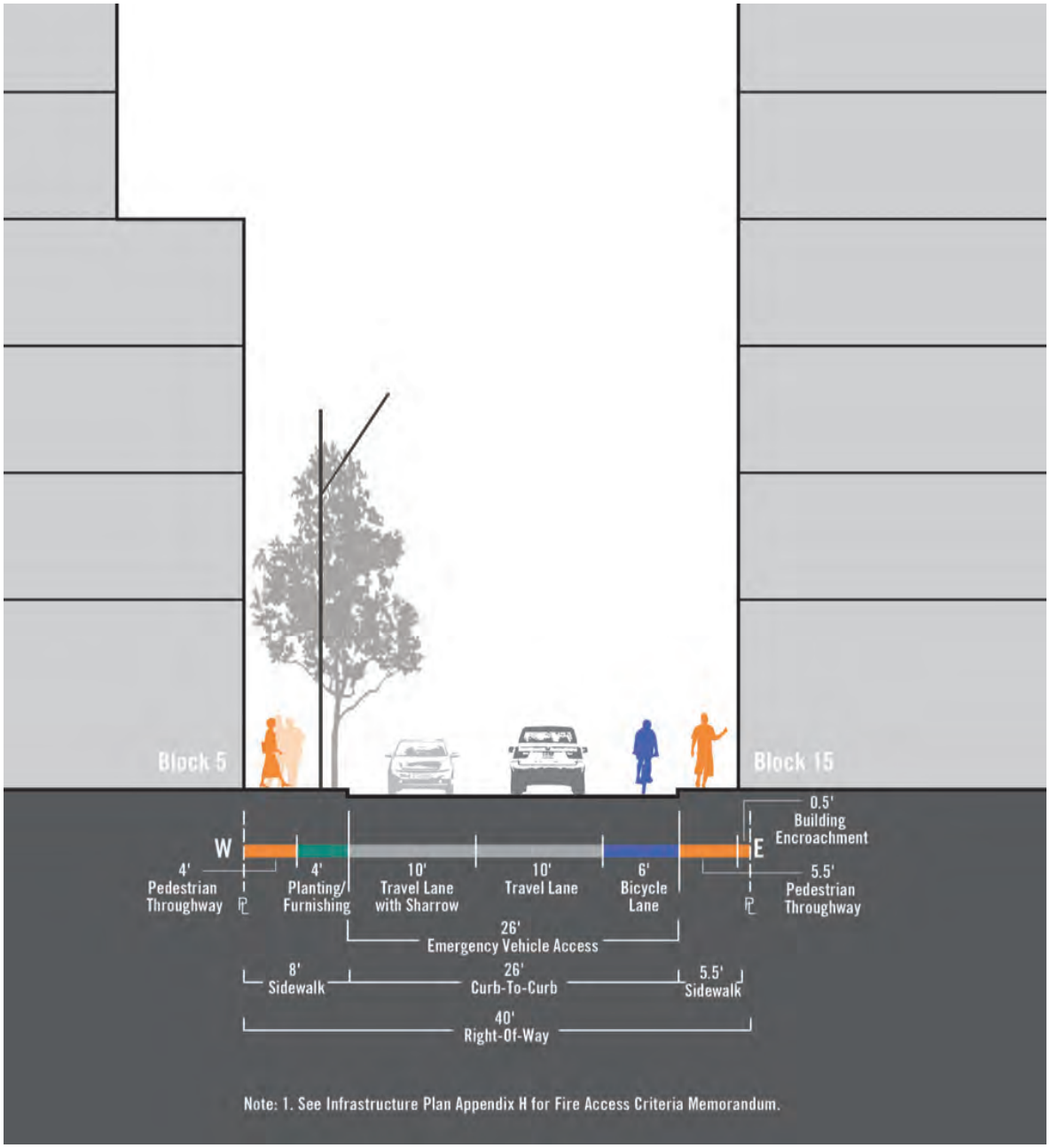
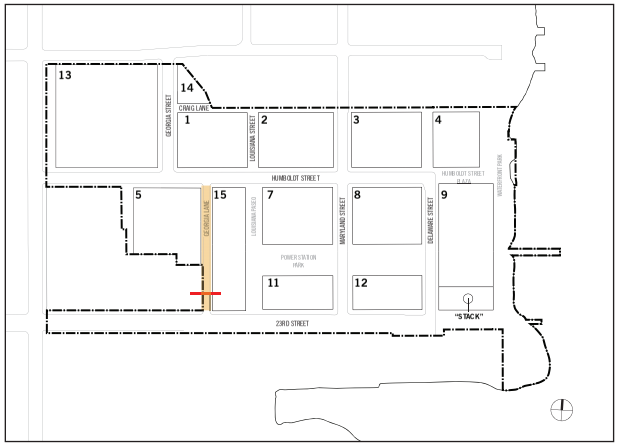


Figure 5.20.3 Georgia Lane: Section B (With Station A)



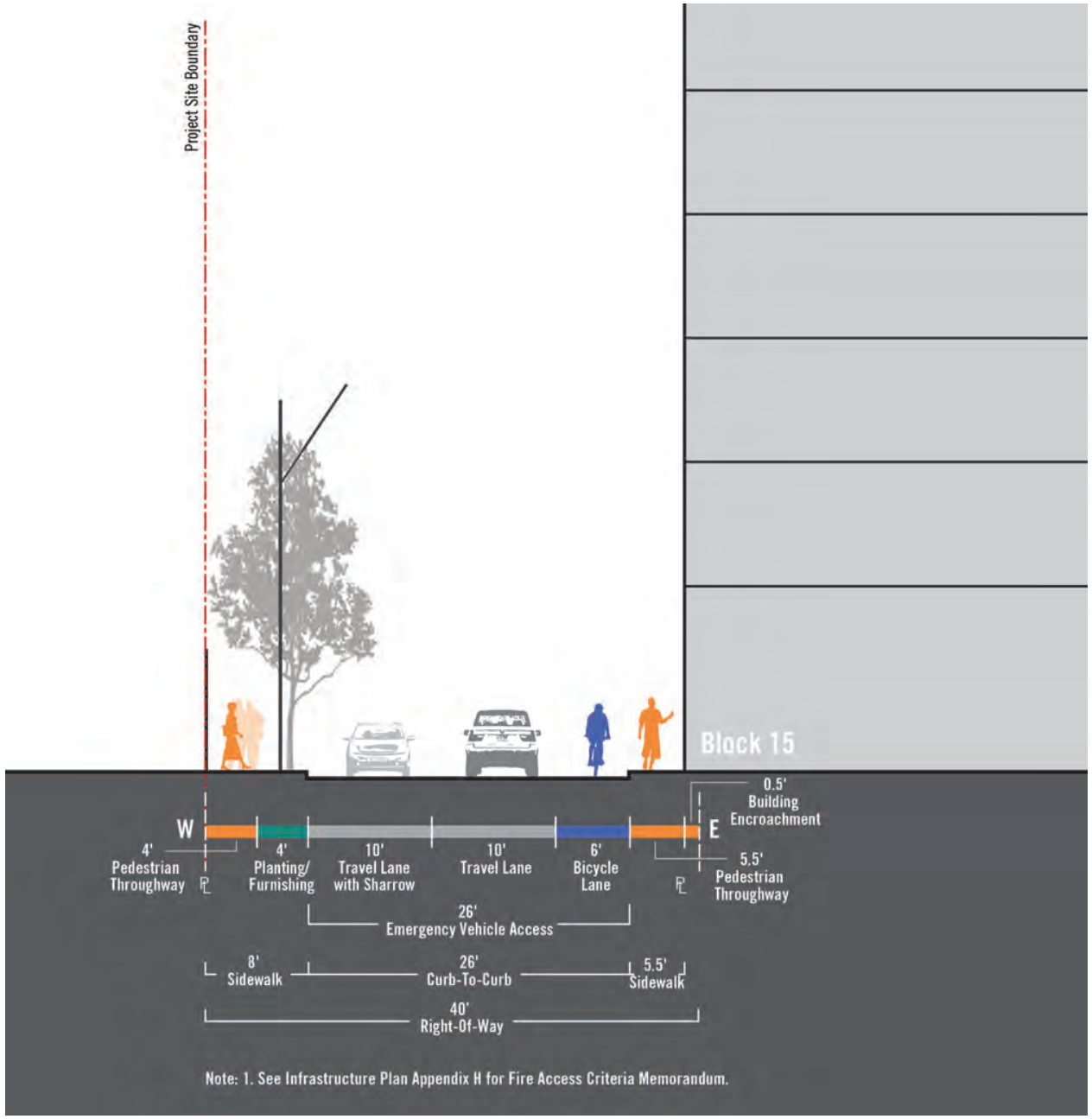
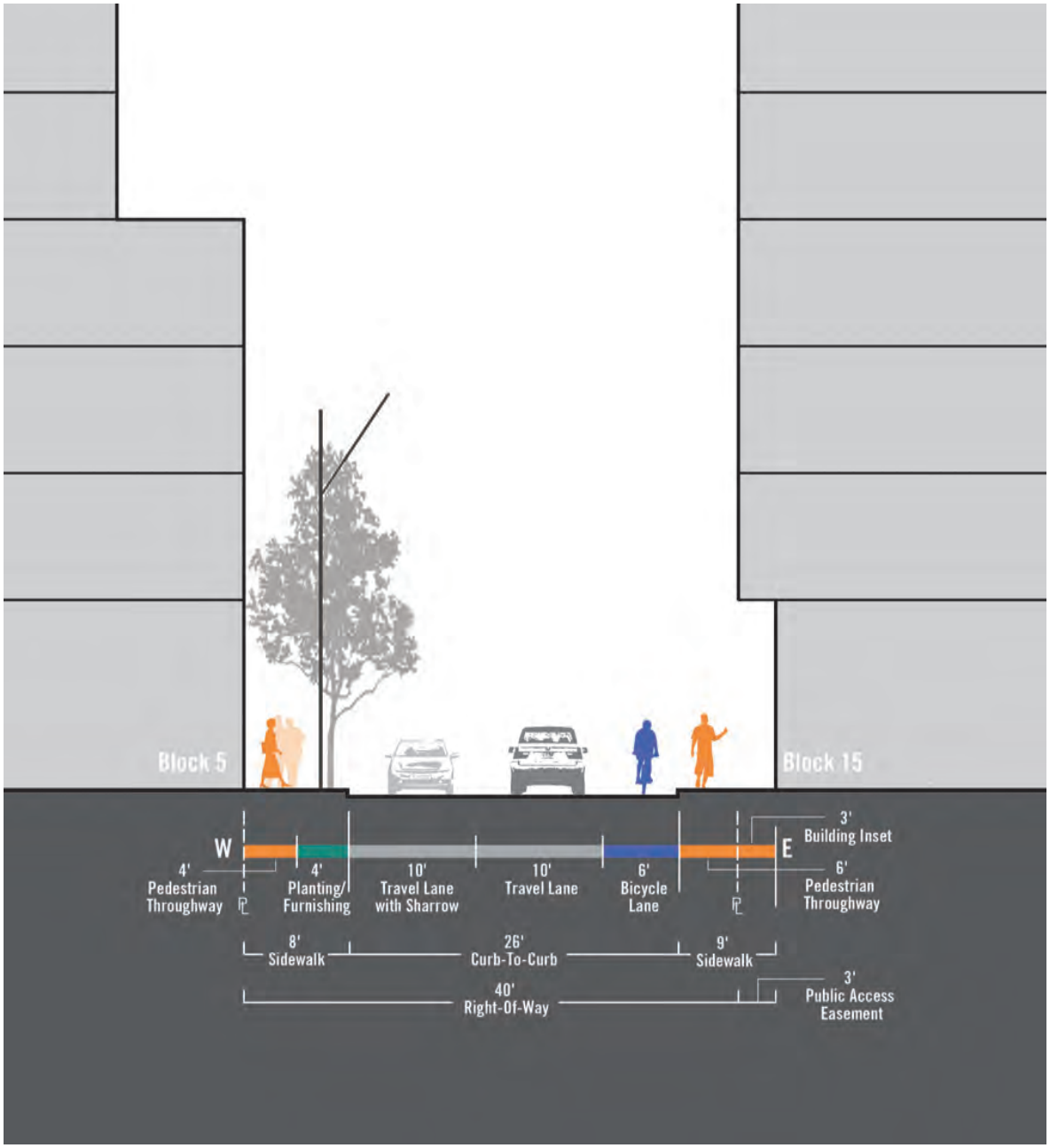


Figure 5.20.4 Georgia Lane: Section A (Without Station A)



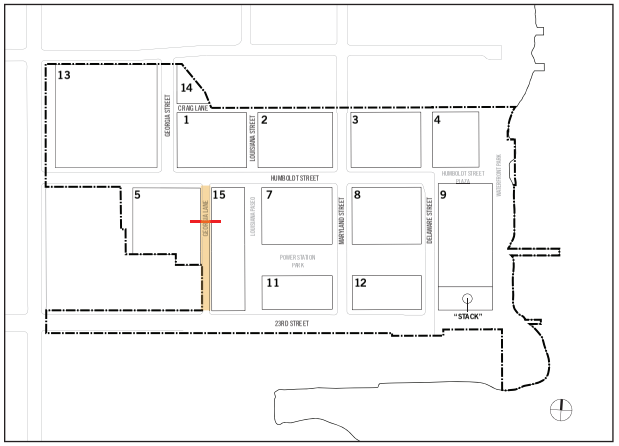
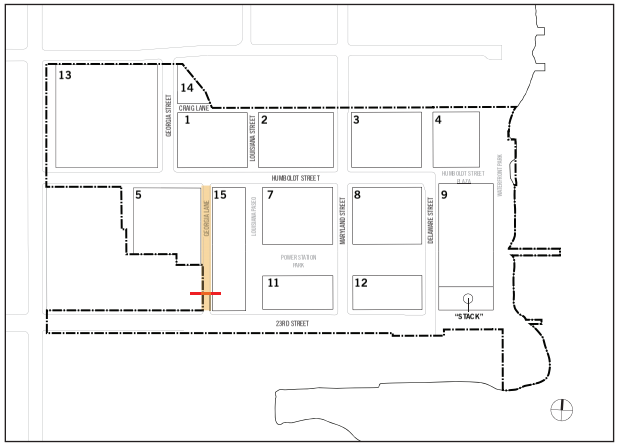
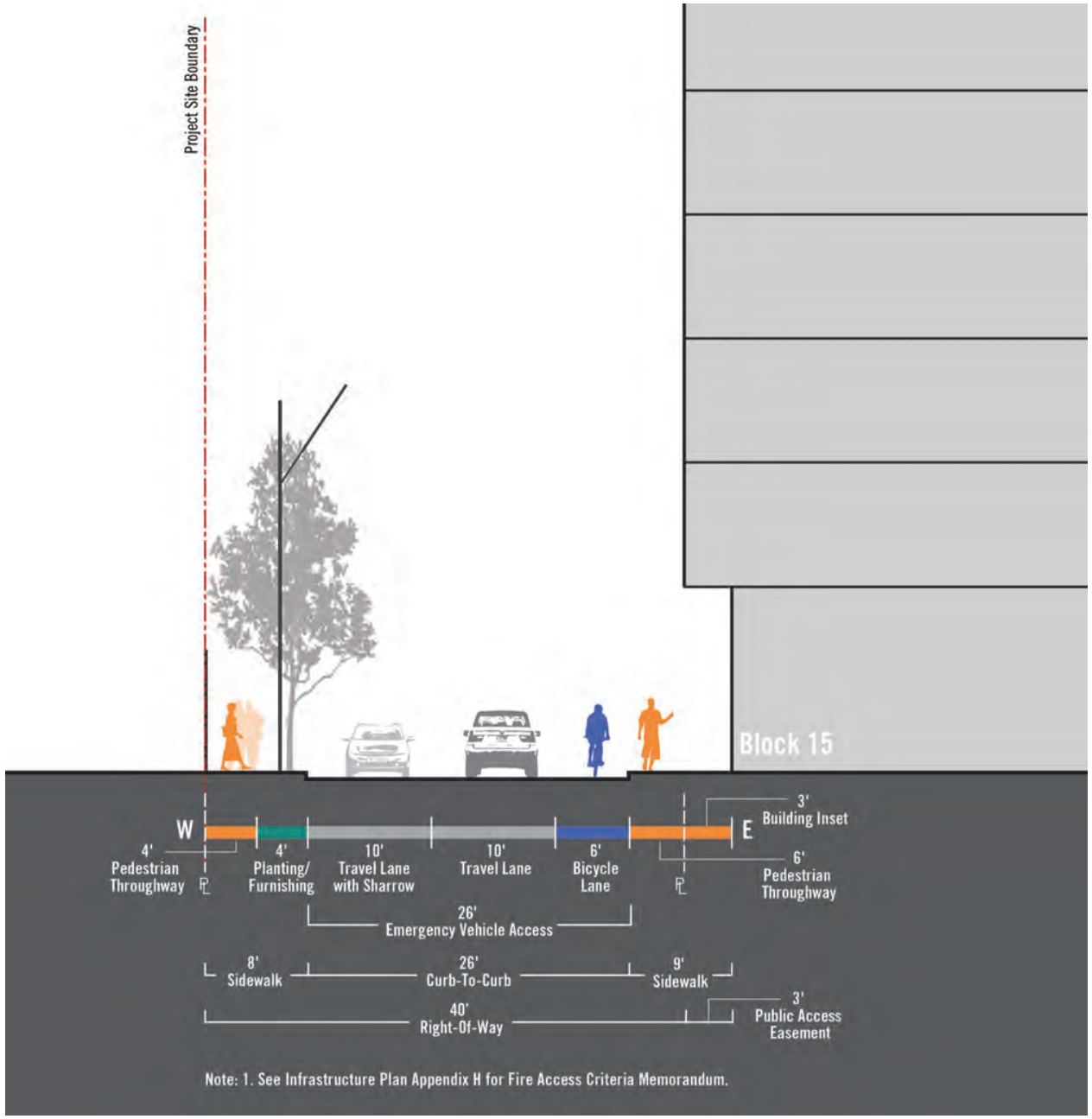


Figure 5.20.5 Georgia Lane: Section B (Without Station A)





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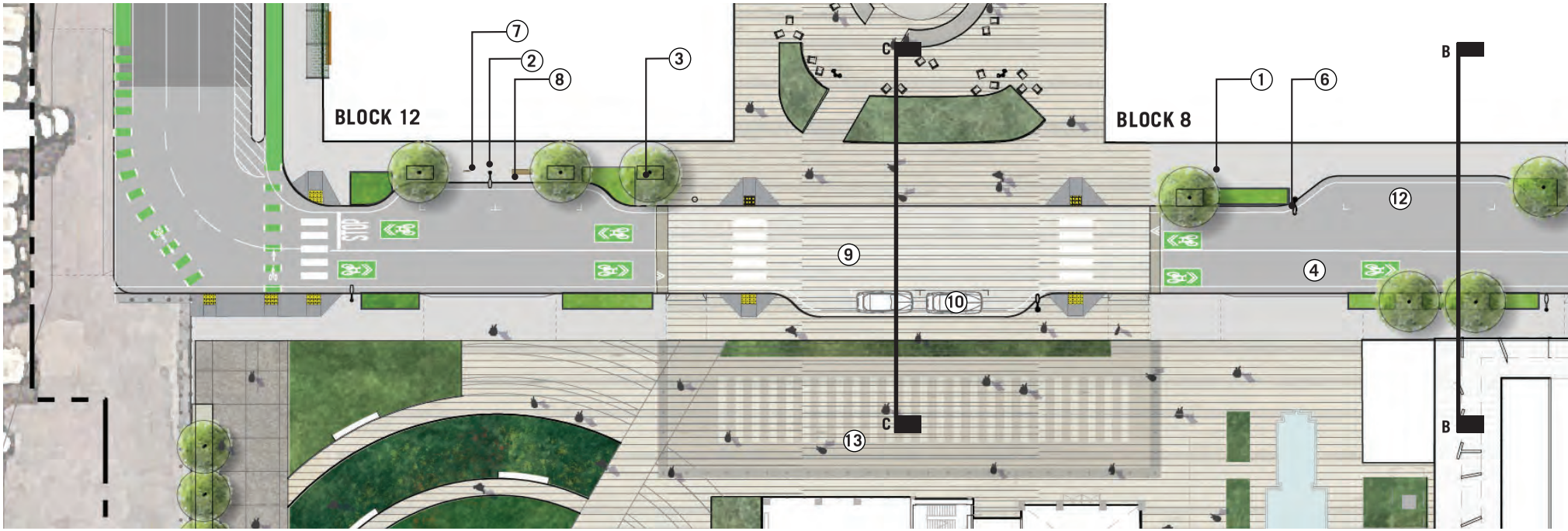
5.21 Delaware Street



STANDARDS

5.21.1 Street-Lane and Sidewalk Widths
The widths of street lanes and sidewalks shall be per street sections shown in Figure 5.21.2, 5.21.3, and 5.21.4.

5.21.2 Roadway Materials
Delaware Street shall be paved with concrete between 23rd Street and Humboldt Street. Custom score patterns may be used to the extent that they will be accepted by SFPW.

5.21.3 Tree Well Size
Tree wells shall be at least 5 feet by 8 feet.

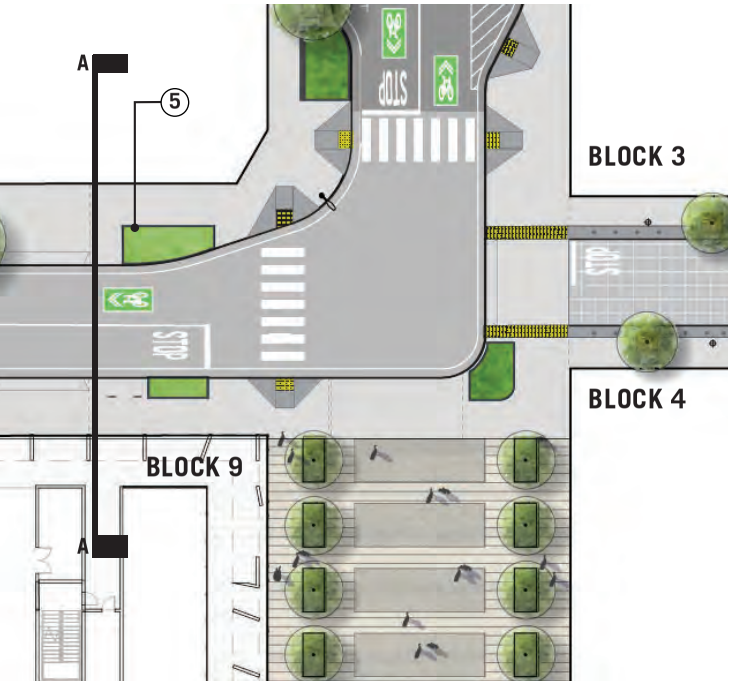
5.21.4 Tree Well Surfacing
Tree wells shall be planted. Crushed stone without stabilizer in tree wells is allowed.

5.21.5 Raised Pedestrian Crossing
Between Power Station Park and Unit 3, a 2-inch-raised concrete pedestrian crossing shall be included in the street design. The crossing shall be separated from the pedestrian sidewalk by a minimum 4-inch curb.

This standard applies to the section of Delaware Street west of the Unit 3 passenger loading and fire access area and east Power Station Park for a width of approximately 145 feet.

1. Pedestrian Throughway
2. Furnishing Zone
3. Tree Well
4. Shared Lane Bicycle Route
5. Stormwater Planter
6. Street Light
7. Bike Rack
8. Bench
9. Raised Pedestrian Crossing
10. Passenger Loading Zone
11. Accessible Parking
12. Shuttle Stop
13. Unit 3 Fire Access and Passenger Loading

Figure 5.21.1 Delaware Street Concept Plan



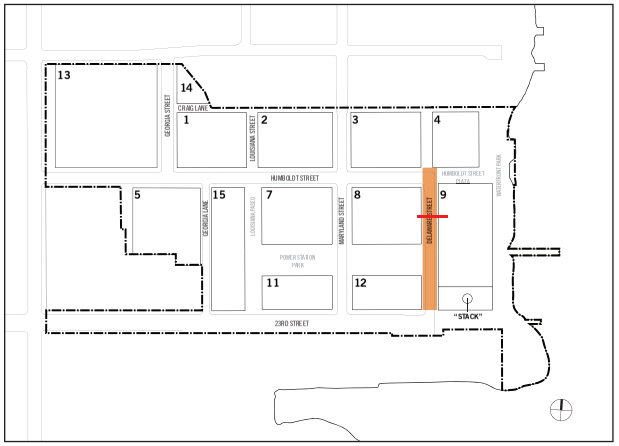


Figure 5.21.2 Delaware Street: Section A

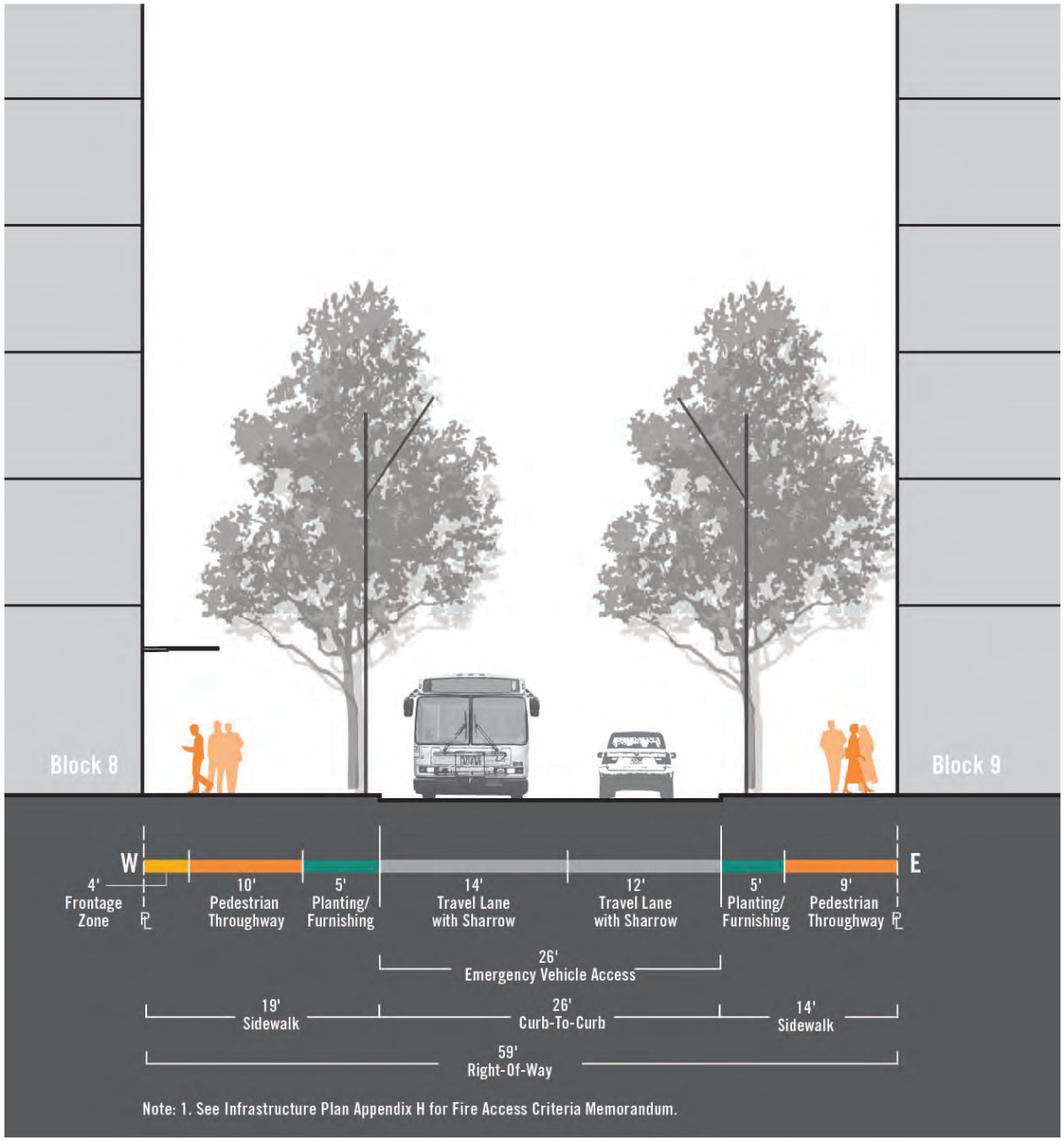
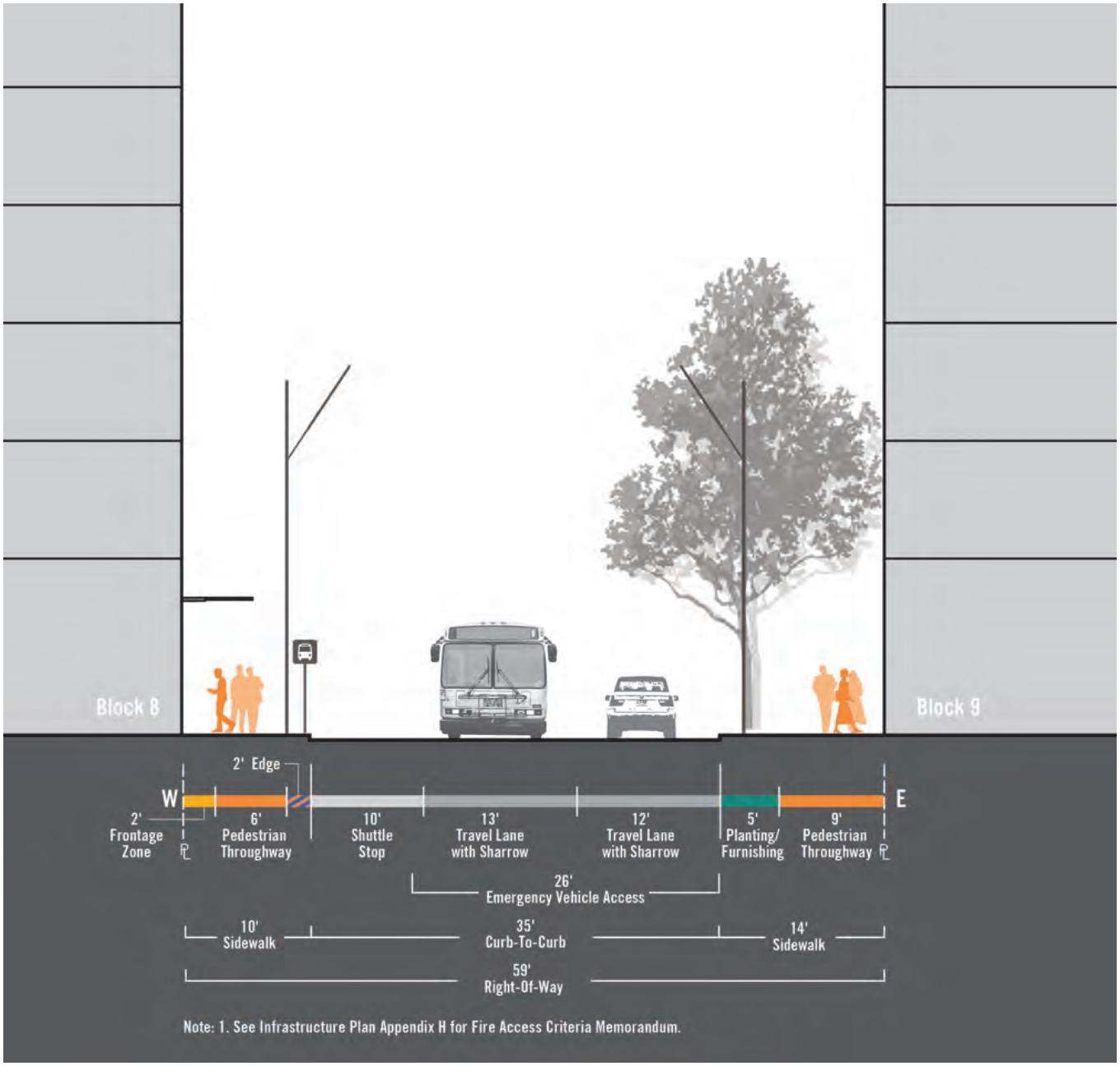


Figure 5.21.3 Delaware Street: Section B



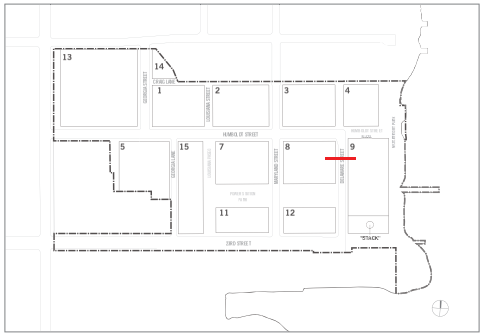
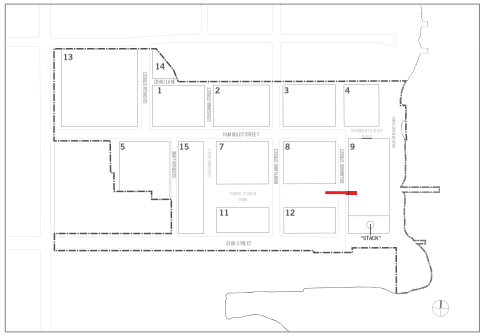


Figure 5.21.4 Delaware Street: Section C



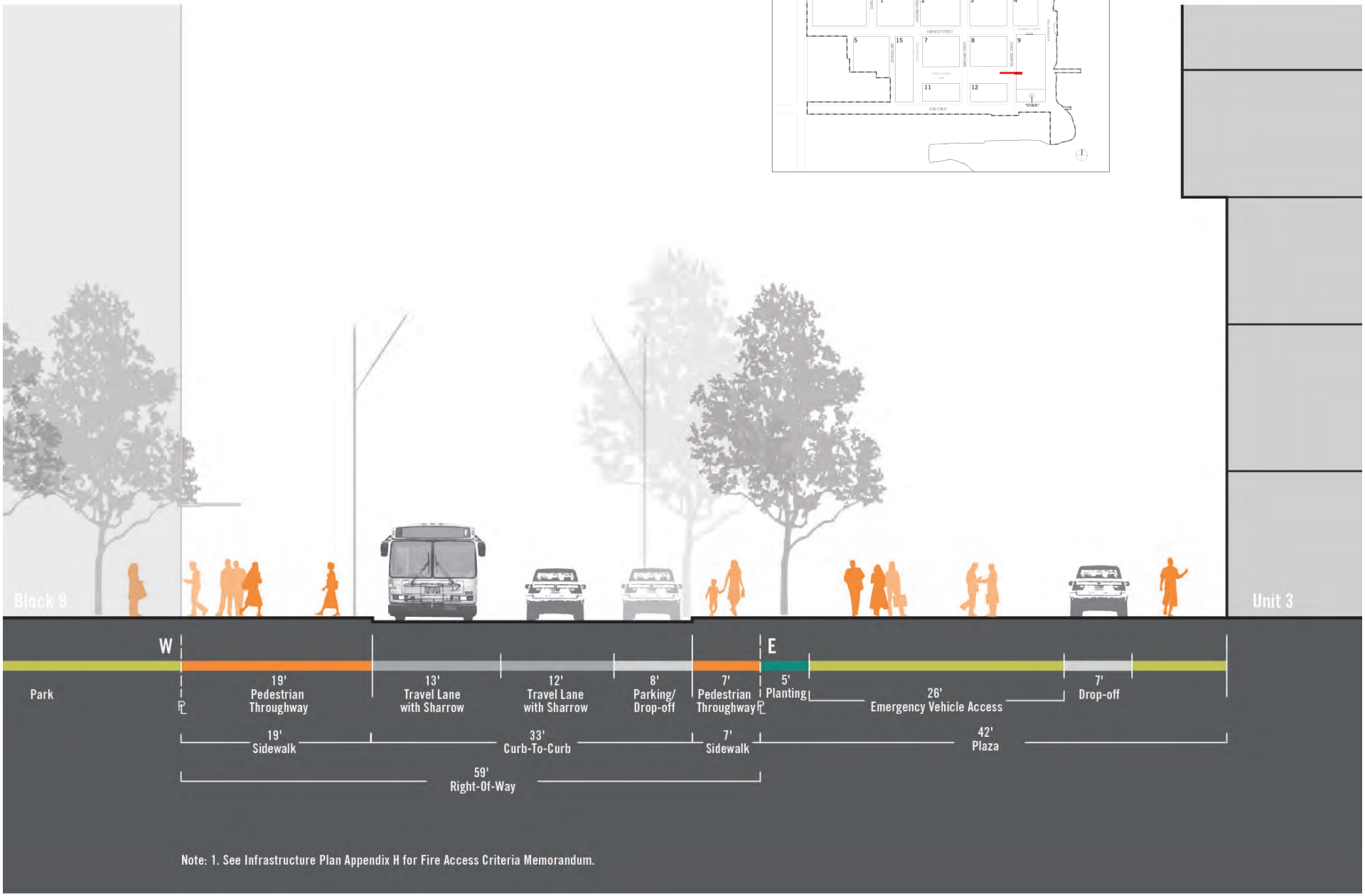
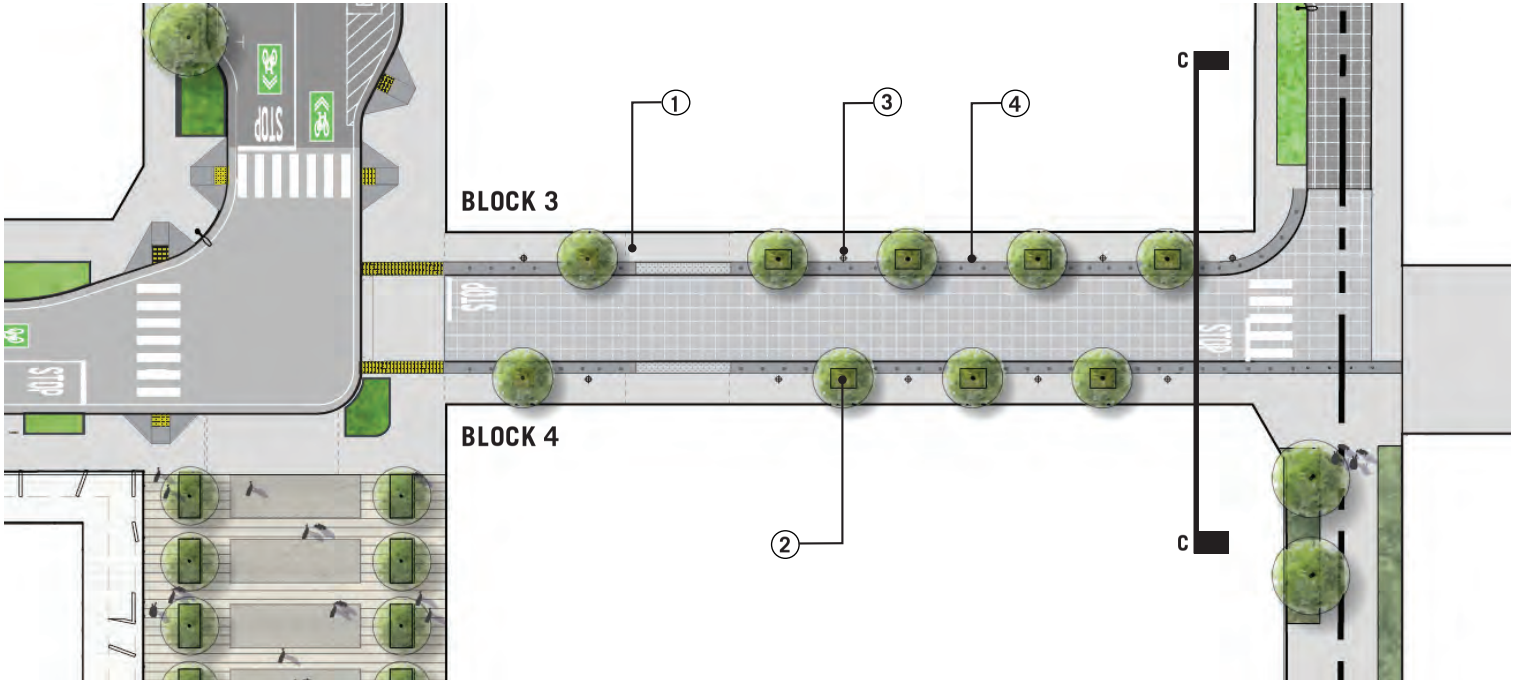


Figure 5.21.5 Delaware Street Concept Plan (continued)



LEGEND

1. Pedestrian Throughway
2. Tree Well
3. Bollard
4. Street Light

STANDARDS

5.21.6 Vehicular/Shared Travel Lane and Pedestrian-Only Throughway Space Widths
The widths of street lanes and sidewalks shall be per street section shown in Figure 5.21.6.

5.21.7 Shared Lane/Vehicular Zone Materials
Shared lanes shall be paved with enhanced cast in place concrete, unit pavers, or permeable unit pavers.

5.21.8 Detectable Warning Pavers
A three-foot-wide strip of detectable warning pavers shall separate the Pedestrian Throughway from the shared lanes. Detectable warning pavers shall be alternate colors/materials as shown in Figure 5.15.2.

5.21.9 Bollards
Bollards shall be placed at minimum 5 feet on-center along the center of the detectable warning paver strip if a curb is not provided instead.

5.21.10 Tree Well Size
Tree wells shall be at least 4 feet by 6 feet minimum.

5.21.11 Tree Well Surfacing
Tree wells shall have tree grates that comply with pedestrian accessibility standards.

5.21.12 Lighting
Lighting design shall feature pedestrian pole lights or lighted bollards, as appropriate. Refer to lighting standards per Section 7.2.

GUIDELINES

5.21.13 Stormwater Treatment
If surface stormwater treatment planters are not feasible, a structural cell system for tree planting and/or permeable concrete unit pavers may be used to treat stormwater runoff.

5.21.14 Pier 70 Connection
To ensure a safe transition, the Power Station project shall coordinate design of Delaware Street with the Pier 70 project.

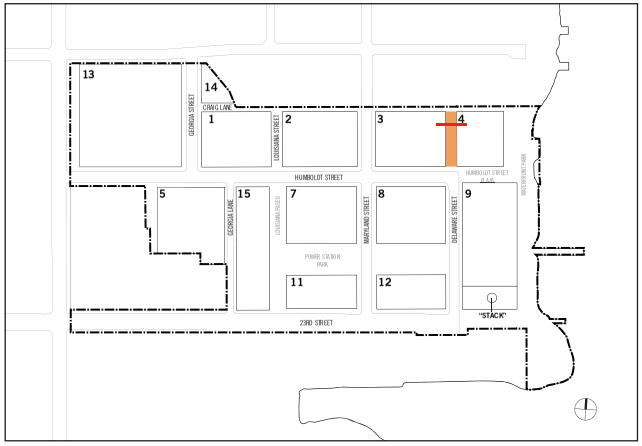
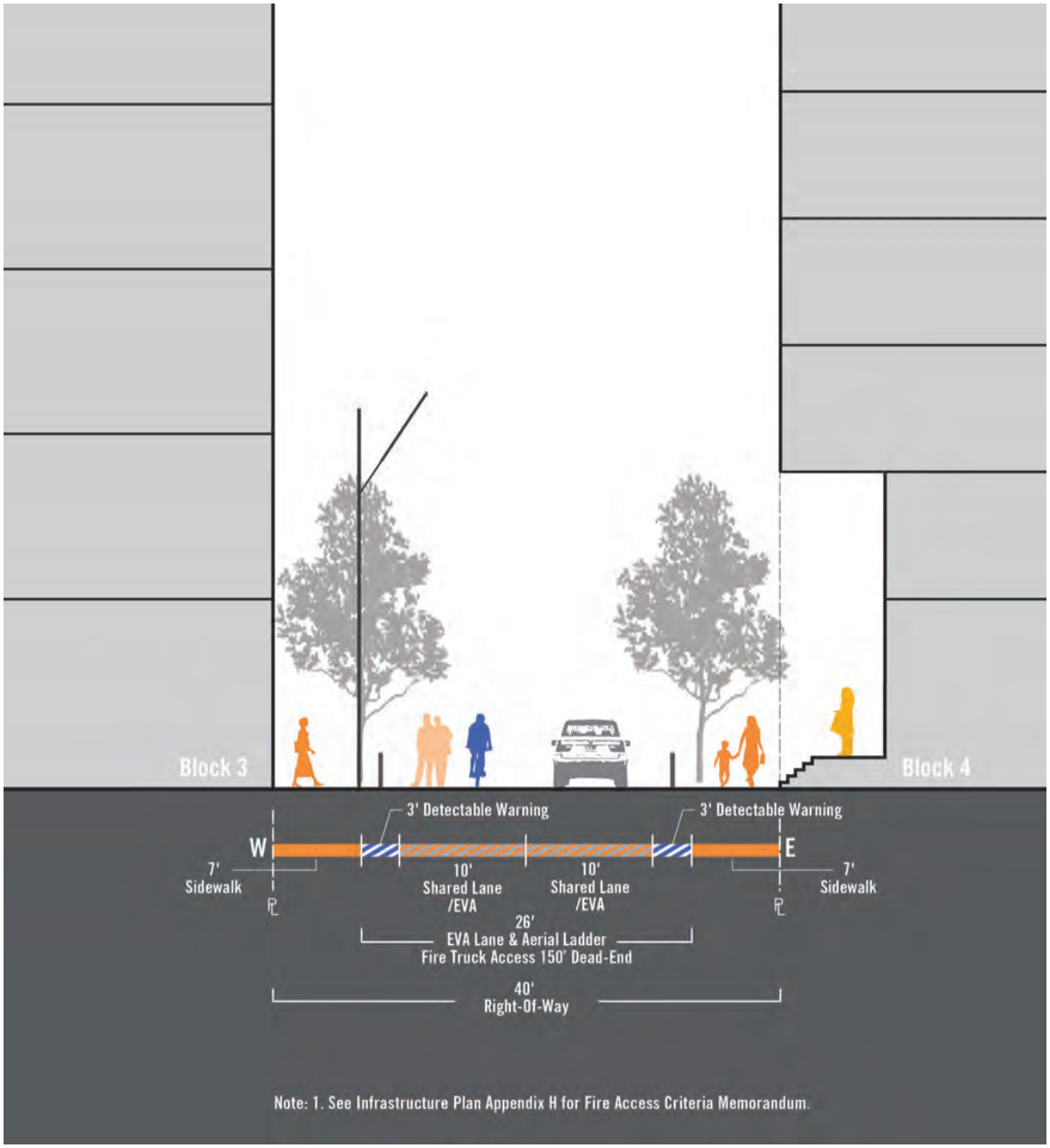


Figure 5.21.6 Delaware Alley: Section C



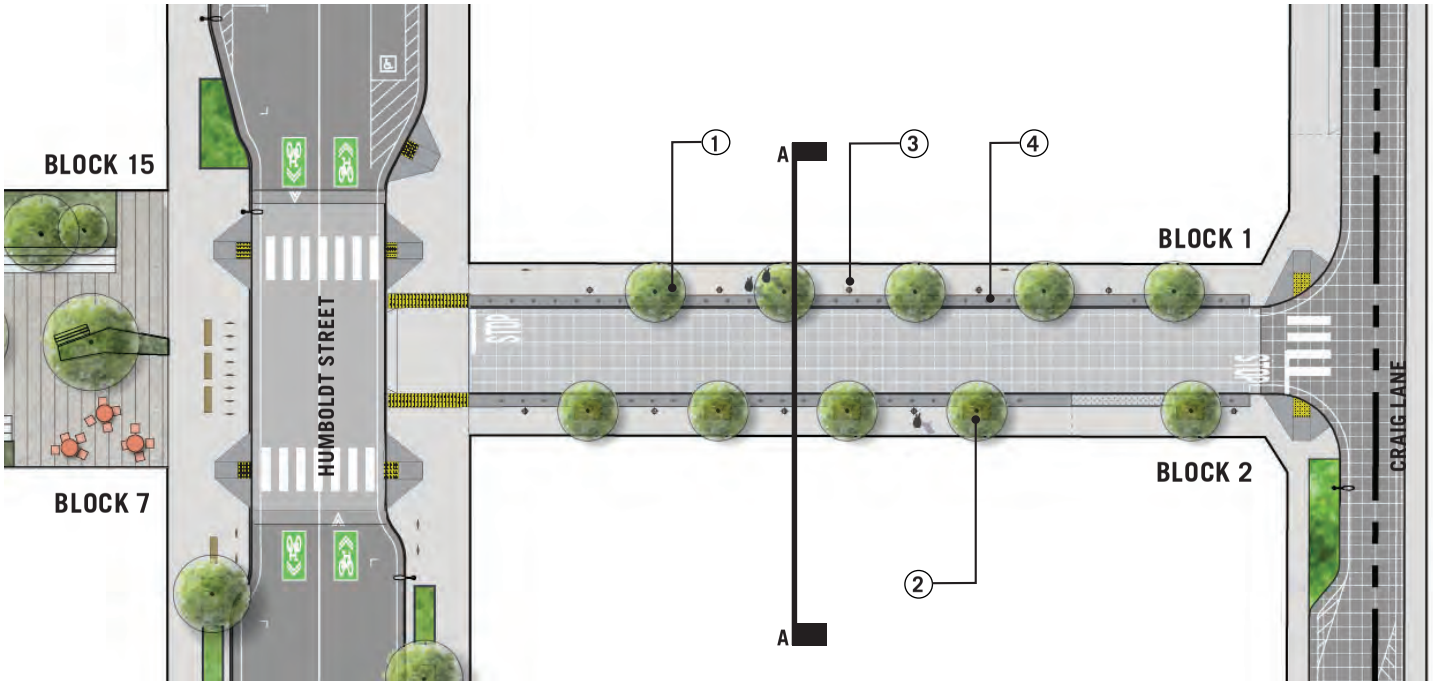
CONSIDERATIONS

5.21.15 Thermal Energy Plant Piping Connection

If the Project Sponsor determines that such a system would be feasible, the project may elect to construct shared thermal energy plants. Such a system would use shared thermal energy plants within the project site, to recover waste heat from commercial buildings for heating and cooling use in residential buildings, to reduce the project's overall energy and water demands. If feasible, utilities related to this system including an insulated pipe connection shall be provided under the private portion of Delaware Street, between Blocks 3 and 4.

5.22 Louisiana Street

Figure 5.22.1 Louisiana Street Concept Plan



LEGEND

1. Pedestrian Throughway
2. Tree Well
3. Bollard
4. Street Light

STANDARDS

5.22.1 Vehicular/Shared Travel Lane and Pedestrian-Only Throughway Space Widths

The widths of street lanes and sidewalks shall be per street sections shown in Figure 5.22.2.

5.22.2 Pedestrian Throughway Materials

The Pedestrian Throughway, shall be an accessible path of travel that is unobstructed and ADA-compliant. Paving material shall be enhanced cast in place concrete and/or unit pavers.

5.22.3 Shared Lane/Vehicular Zone Materials

Shared lanes shall be paved with enhanced cast in place concrete, unit pavers, or permeable unit pavers.

5.22.4 Detectable Warning Pavers

A three-foot wide strip of detectable warning pavers shall separate the Pedestrian Throughway from the shared lanes. Detectable warning pavers shall be alternate colors/materials as shown in Figure 5.15.2.

5.22.5 Bollards

Bollards shall be placed at minimum 5 feet on-center along the center of the detectable warning paver strip if a curb is not provided instead.

5.22.6 Tree Well Size

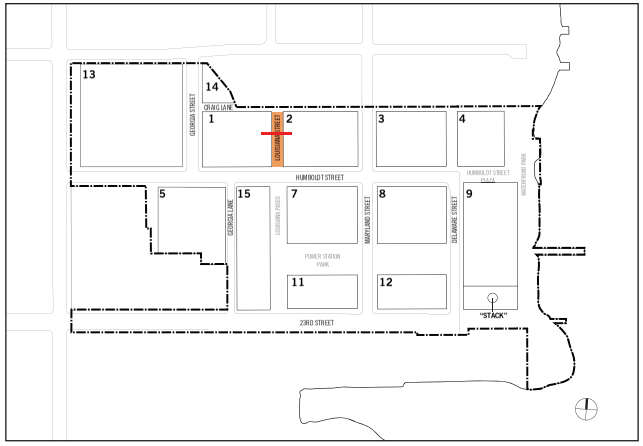
Tree wells shall be at least 4 feet by 6 feet.

5.22.7 Tree Well Surfacing

Tree wells shall have tree grates that comply with pedestrian accessibility standards.

5.22.8 Lighting

Lighting design shall feature pedestrian pole or lighted bollards, as appropriate. Refer to lighting standards per Section 7.2.



GUIDELINES

5.22.9 Residential Stoops

A four-foot encroachment zone is allowed, but not required along the west side of the Louisiana Street shared public way. Stoops and stairs related to residential entries are allowed, but not required in this zone.

5.22.10 Stormwater Treatment

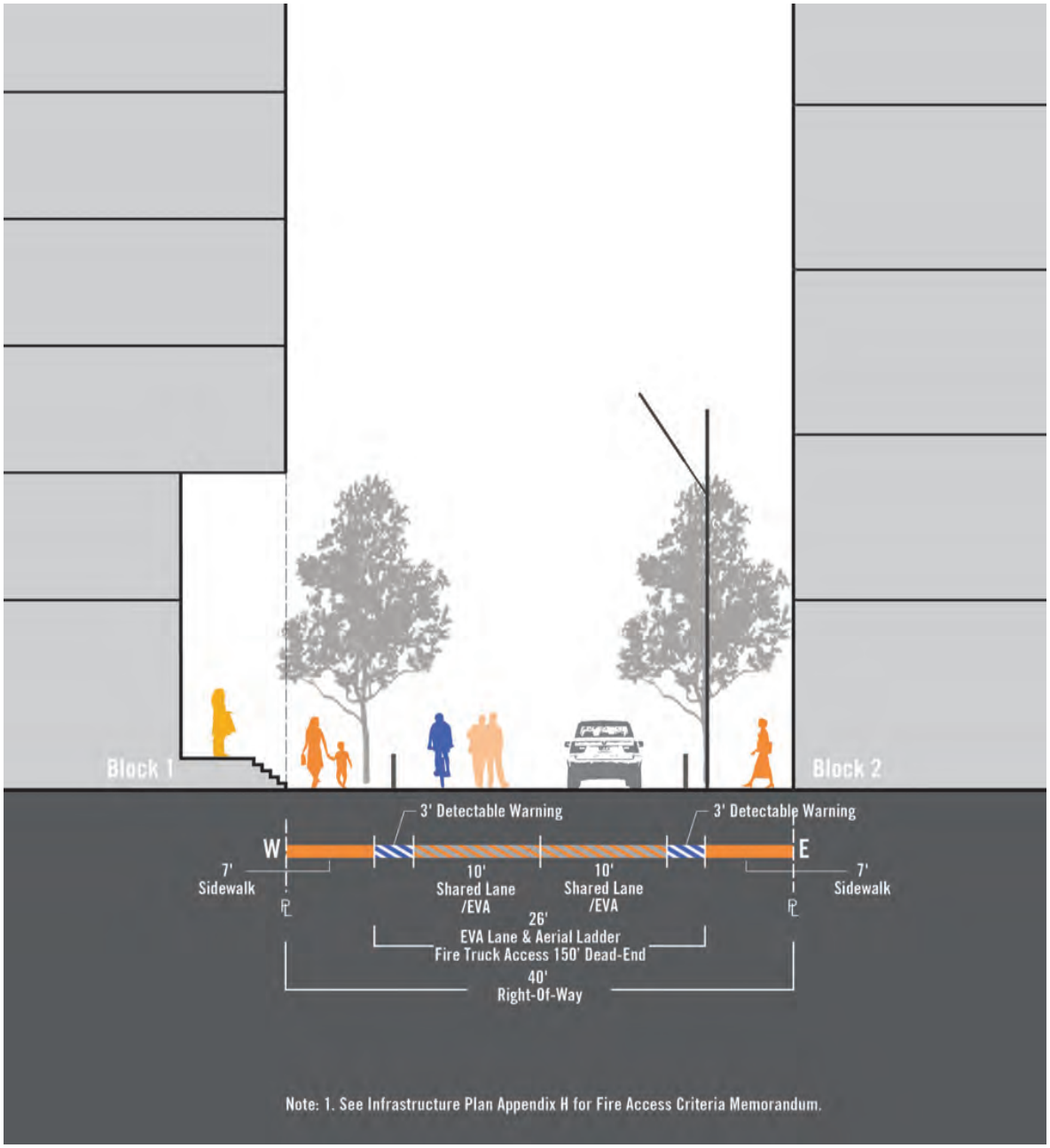
If surface stormwater treatment planters are not feasible, a structural cell system for tree planting and/or permeable concrete unit pavers may be used to treat stormwater runoff.

CONSIDERATIONS

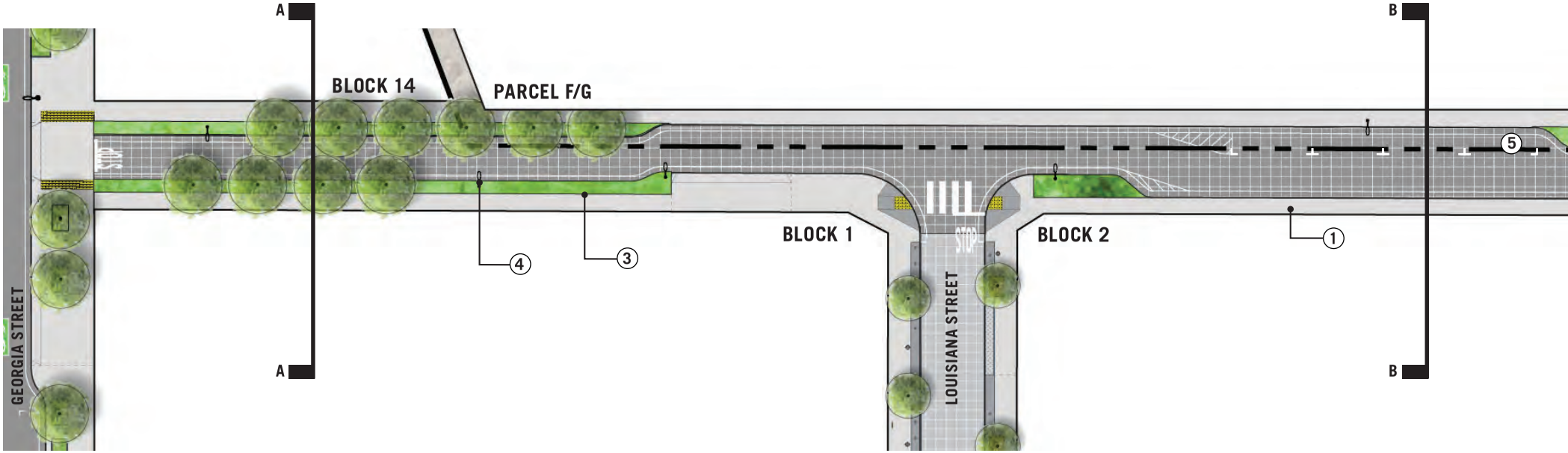
5.22.11 Thermal Energy Plant Piping Connection

The project may elect to construct shared thermal energy plants, if the Project Sponsor determines that such a system would be feasible. Such a system would use shared thermal energy plants within the project site to recover waste heat from commercial buildings for heating and cooling use in residential buildings to reduce the project's overall energy and water demands. If feasible, utilities related to this system, including an insulated pipe connection, shall be provided under the private portion of Louisiana Street, between Blocks 1 and 2.

Figure 5.22.2 Louisiana Street: Section A



5.23 Craig Lane



STANDARDS

5.23.1 Street-Lane and Sidewalk Widths
The design of Craig Lane is tentative pending locations of building openings, curb cuts, and distribution of loading/parking to the north and south sides of the street. The widths of street lanes and sidewalks shall be per street sections shown in Figure 5.23.2-5.23.4.

5.23.2 Roadway Materials
Craig Lane shall be paved with stamped concrete, stamped asphalt, or unit paving.

5.23.3 Tree Well Size
Tree wells shall be at least 5 feet by 8 feet.

5.23.4 Tree Well Surfacing
Tree wells shall be planted with a diverse mix of ornamental grasses, small woody shrubs and herbaceous perennials. Alternate tree surfacing: non-stabilized crushed stone.

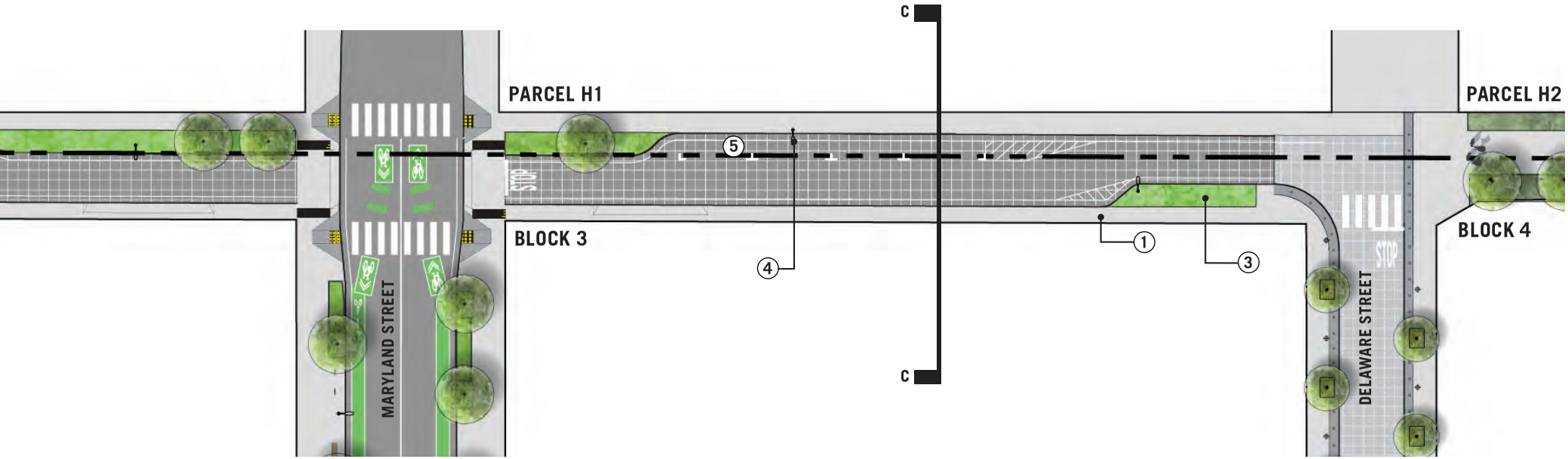
5.23.5 Pedestrian Throughway Materials
The Pedestrian Throughway, shall be an accessible path of travel that is unobstructed and ADA-compliant. Paving material shall be SF Public Works standard cast-in-place concrete.

5.23.6 Furnishing Zone Materials
Furnishing zone shall be SF Public Works standard cast-in-place concrete.

CONSIDERATION

5.23.7 Parking / Loading
Consider dedicating 50 percent of the frontrages of Pier 70 parcels F/G and H1 to parking/loading zone.

Figure 5.23.1 Craig Lane Concept Plan



LEGEND

1. Pedestrian Throughway
2. Tree Well
3. Stormwater Planter
4. Street Light
5. Commercial Loading Zone

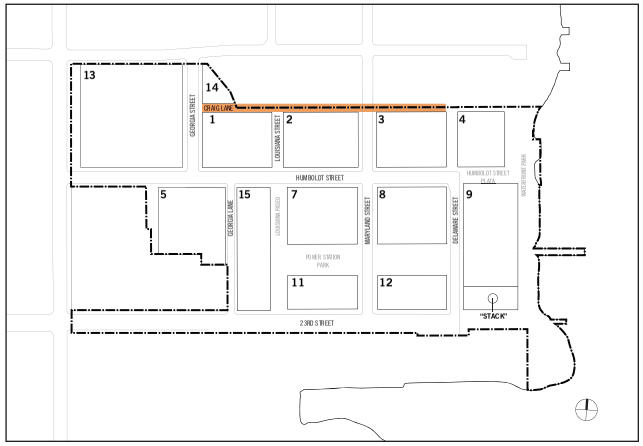
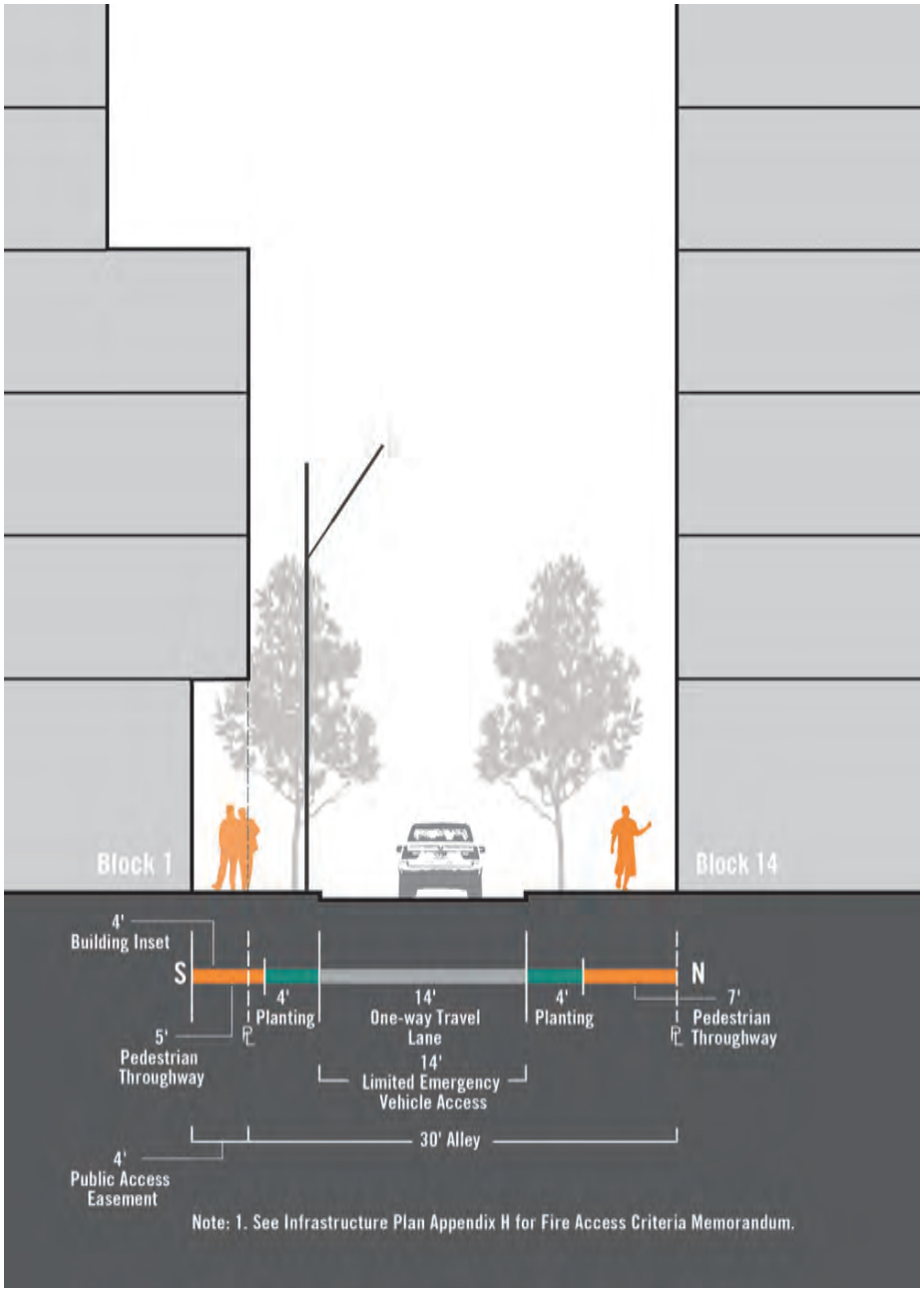


Figure 5.23.2 Craig Lane: Section A



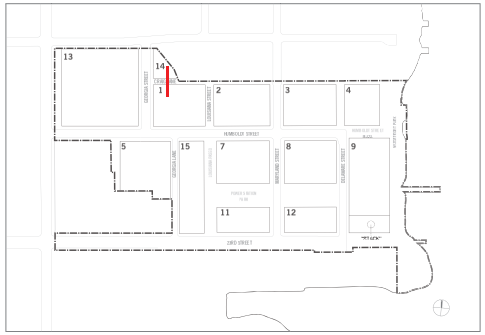
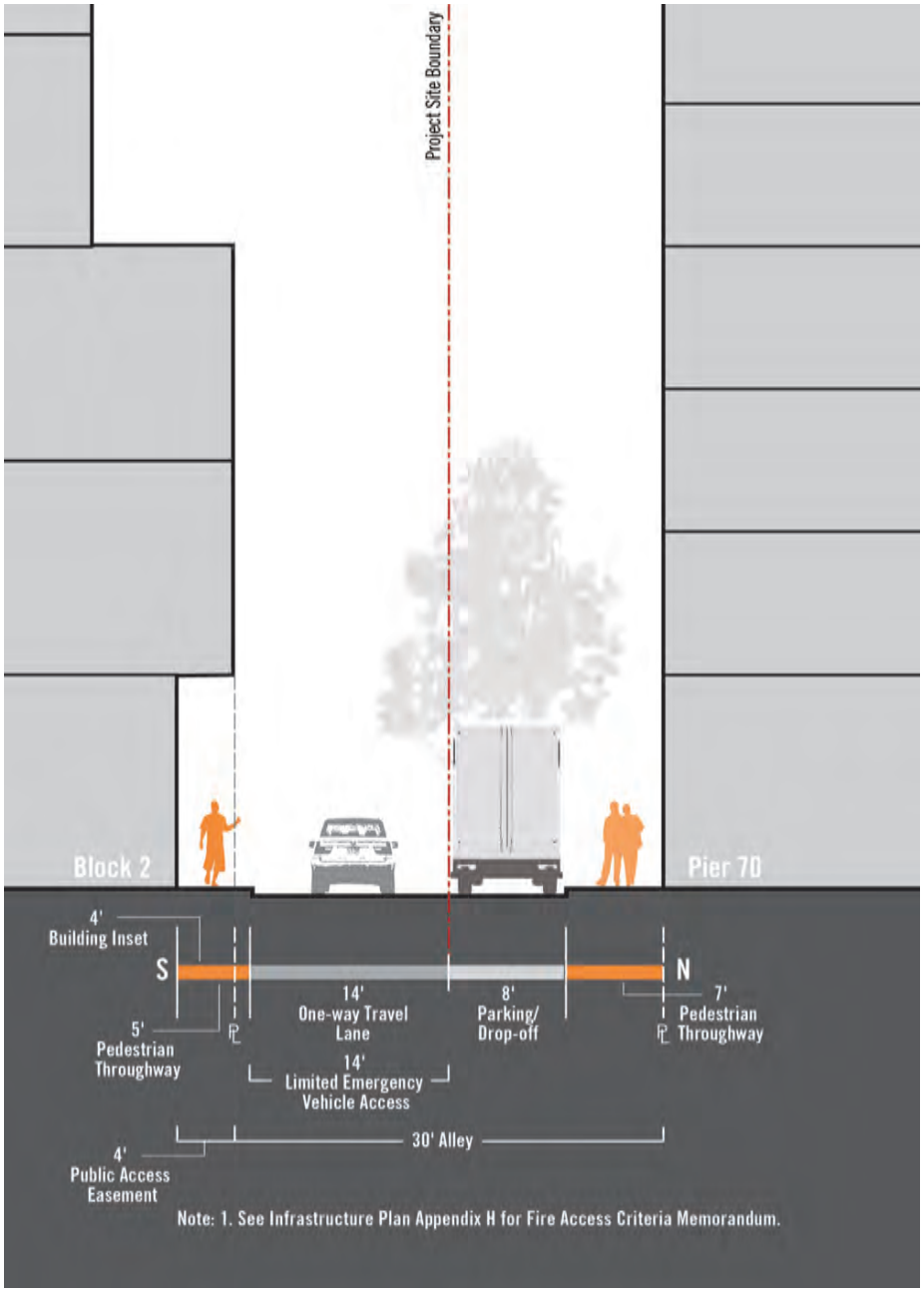


Figure 5.23.3 Craig Lane: Section B



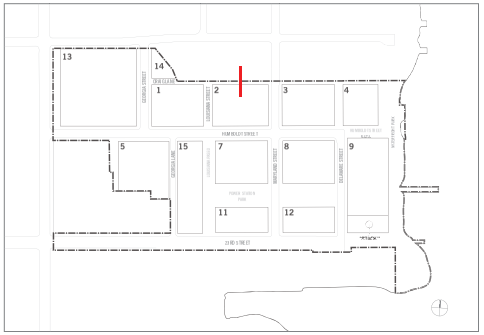
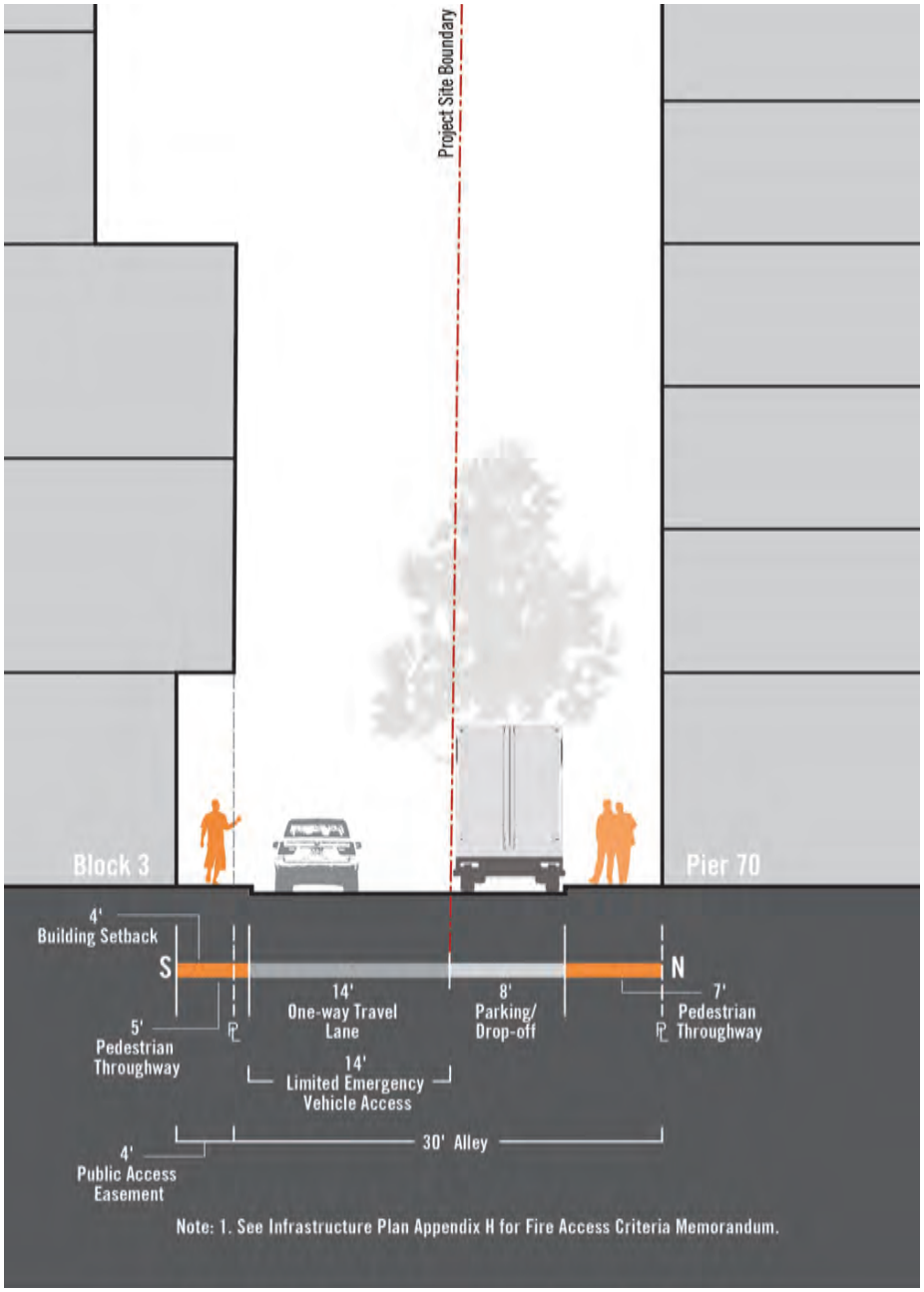
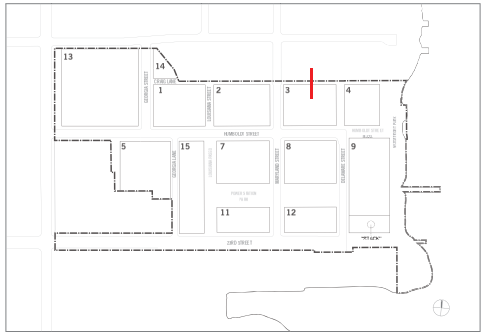


Figure 5.23.4 Craig Lane: Section C





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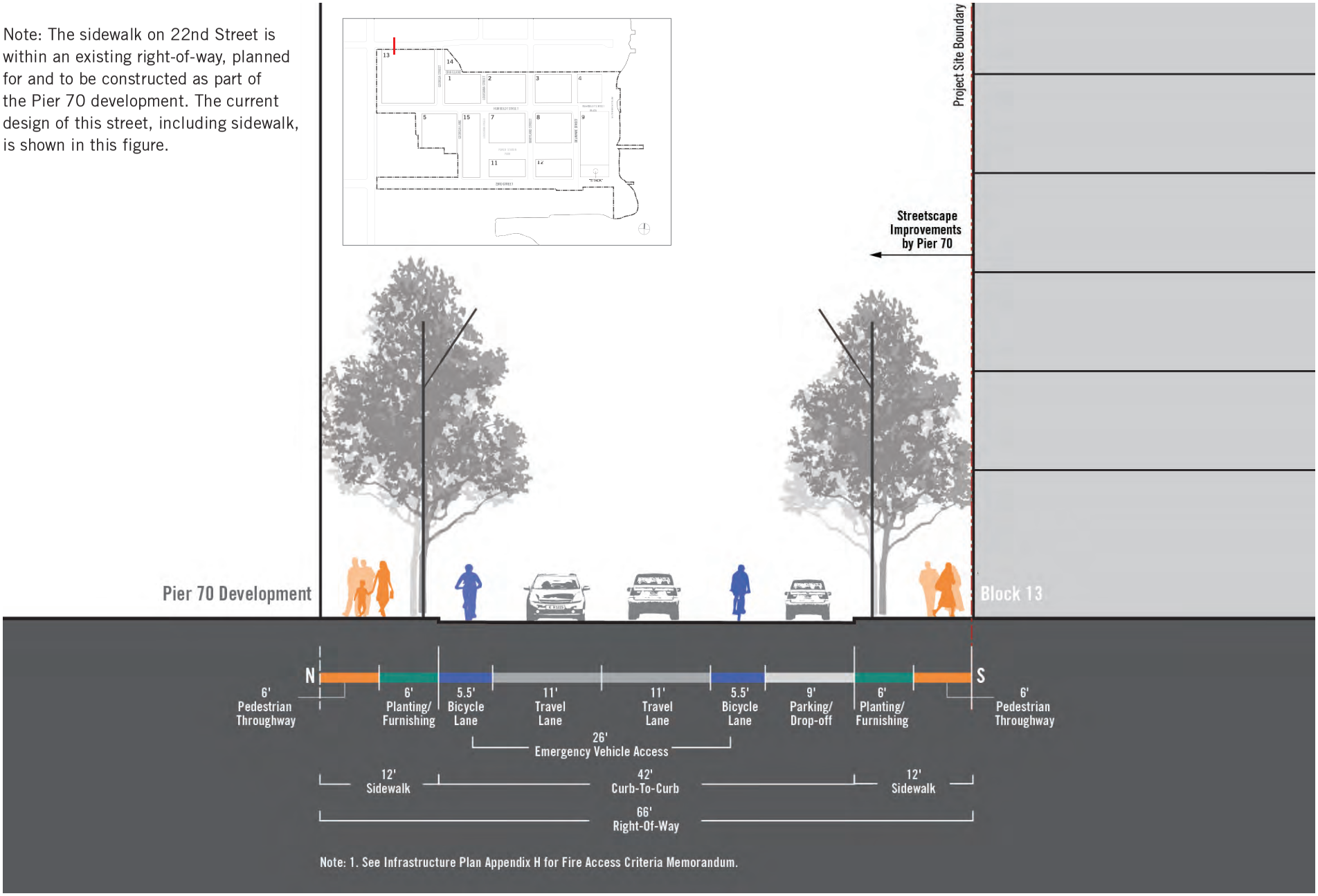
5.24 22nd Street

Note: The sidewalk on 22nd Street is within an existing right-of-way, planned for and to be constructed as part of the Pier 70 development. The current design of this street, including sidewalk, is shown in this figure.

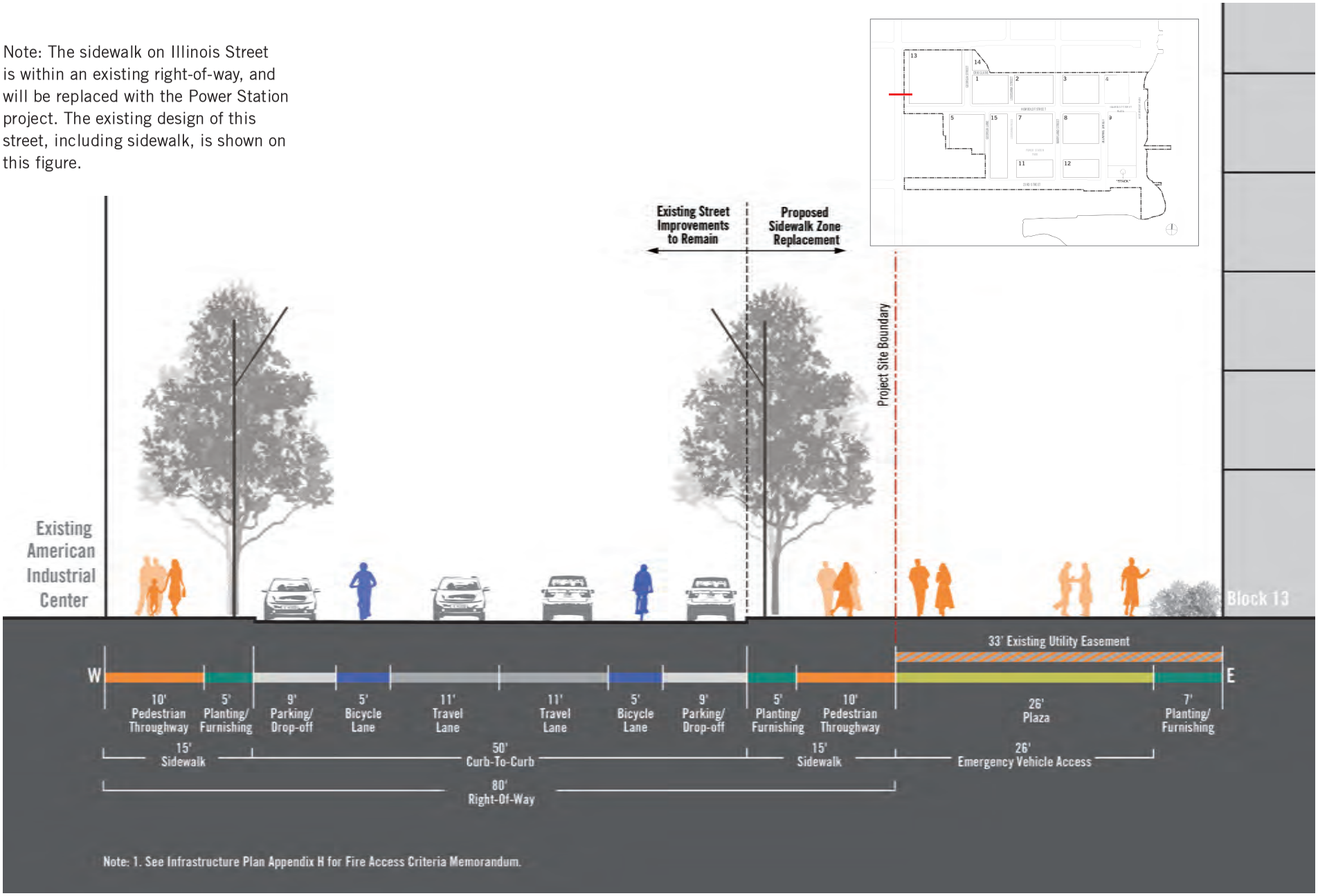
Figure 5.24.1 22nd St: Section A



5.25 Illinois Street

Note: The sidewalk on Illinois Street is within an existing right-of-way, and will be replaced with the Power Station project. The existing design of this street, including sidewalk, is shown on this figure.

Figure 5.25.1 Illinois St: Section A



STUDIOS
STEEL MILL
MUNI

Section 6

BUILDINGS

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Chophouse Row
Architects: Graham Baba Architects
and SKL Architects
Photographer: Tony Kim

Urban Form

Urban form at the Power Station project prioritizes the pedestrian experience, providing a framework for organizing a neighborhood's buildings, streets, and open space to enhance walkability.

The Power Station D4D prioritizes the pedestrian experience, not only with gracious sidewalks and ample open spaces, but also with thoughtful urban form and architecture. With respect to buildings, three main factors contribute to walkability: (1) building mass and bulk; (2) block size and scale; and (3) visual interest created by architectural modulation, articulation, and materiality. To be meaningful, these three elements must be contextual, paying mind to a building's location, use, and typology.

As with many new developments in San Francisco, at the Power Station, no residential dwelling unit density limit or maximum floor area ratio applies. Density is instead regulated by a building's exposure and open space requirements, bulk and mass, including height, required setbacks, as well as maximum plan, diagonal, and apparent face dimensions. Such controls allow for a varied urban form that steps down towards the waterfront, human-scaled streetwalls, and buildings that do not appear overwhelmingly massive.

New buildings at the Power Station generally fall into four categories:

- Lowrise buildings (Blocks 4, 12, and 14): Buildings up to 100 feet in height; or
- Midrise buildings (Blocks 2, 3, 8, 9, 11 and 13): Buildings between 101 and 145 feet in height; or
- Midrise towers (Blocks 1 and Block 15): Buildings between 146 and 180 feet in height; or
- Highrise towers (Block 5 and Block 7): Buildings between 181 feet and 240 feet in height.

All buildings are required to provide a building setback at specified heights (Section 6.4), though some exceptions may apply to Station A where the building is appropriately sculpted (Section 6.14.5). The portion of the building between sidewalk grade up to this required building setback forms the streetwall (Section 6.4.5).

Buildings taller than 145 feet (i.e., midrise towers and the highrise towers) are composed of two parts: (1) the Base and (2) the Upper Building (Section 6.2.2).

6.1 Building Form Controls

STANDARDS

6.1.1 Application of Bulk Controls

For buildings within the Potrero Power Station SUD, the building form and bulk controls contained in this Design for Development shall control.

6.1.2 Form-Based Controls

No residential dwelling unit density limit or maximum floor area ratio shall apply within the Potrero Power Station SUD. Density is instead regulated by design standards and guidelines contained in this D4D.

6.1.3 Dwelling Unit Exposure

All dwelling units shall face onto a public or private right-of-way, or onto an open area, defined as:

- A public street, publicly accessible alley, or Mid-Block Alley (public or private) at least 20 feet in width that is unobstructed and open to the sky. See Figure 6.1.1.(a).
- An outer court or terrace that is open to a public street, publicly accessible alley, Mid-Block Alley (public or private), or public open space and at least 25 feet in width. See Figure 6.1.1.(b).
- An inner court that is unobstructed (except for obstructions permitted in *Sections 136(c)(14), (15), (16), (19), and (20)* of the planning code) and is no less than 40 feet in one horizontal dimension and 25 feet in the other horizontal dimension, at the lowest two floors having dwelling units facing onto the inner court. The horizontal dimension that is at least 25 feet shall increase 5 feet at each subsequent floor. See Figure 6.1.1(c) and Figure 6.1.2.
- For below-grade units, an open space at the same grade as the unit, that is no less than 7.5 feet wide in every horizontal dimension, at least 136 square feet in area, and 60 percent open to the sky. See Figure 6.1.3. Such open spaces shall face onto a public street, publicly accessible alley, or public open space. Below-grade units shall be maximum 6 feet below the grade of the public street, publicly accessible alley, or public open space.

6.1.4 Usable Open Space

Usable Open Space is defined as an outdoor area or areas designed for outdoor living, recreation, or landscaping, including such areas on the ground and on decks, balconies, porches and roofs, which are safe, suitably surfaced and screened. Private Open Space is defined as an area or areas private to and designed for use by only one dwelling unit. Common Open Space shall mean an area or areas designed for use jointly by two or more dwelling units.

Usable Open Space requirements shall be met by providing (i) 36 square feet of Private Open Space per dwelling unit or (ii) 48 square feet of Common Open Space per dwelling unit. For Group Housing or Single Room Occupancy units, the minimum open space requirements shall be one-third the amount specified in this subsection for a dwelling unit.

In addition, to count as Usable Private Open Space, the area credited on a deck, balcony, porch, or roof must either face a street, or face or be within an open area, per Section 6.1.3.

A) Common Open Space
Courtyards, rooftop terraces, decks and/or porches, among other spaces shall count towards the provision of Common Open Space. Mid-Block Alleys may also count as Common Open Space provided that the space is well designed, contains landscaping where appropriate, and does not allow vehicular access. All such open space shall have a minimum 10 feet in every horizontal dimension and be unobstructed and open to the sky, except for obstructions permitted under Planning Code Section 136, to be counted toward the requirement of 48 square feet of Common Open Space per dwelling unit.

B) Private Open Space
Spaces including but not limited to setback areas, balconies, and/or decks shall count towards the provision of Private Open Space. Such open space shall have a minimum dimension of 6 feet in every horizontal dimension to be counted toward the requirement of 36 square feet of Private Open Space per dwelling unit.

Private Open Space shall be directly accessible from the dwelling unit it serves.

C) Rooftop Publicly Accessible Private Open Space Where Publicly Accessible Private Open Space is provided in connection with Retail structures on the roof of majority non-residential buildings (excluding Block 9), such open space shall comply with *P*lanning Code Section 138(d)(1) and be open to the public, at minimum, during operating hours of the associated Retail space.

D) Rooftop POPOS on Block 15
If Station A is damaged such that 30% or less of the eastern wall remains, a publicly accessible private open space not less than 5,000 square feet in size and meeting the requirements of Planning Code section 138(d) shall be provided on the rooftop of one building constructed on Block 15.

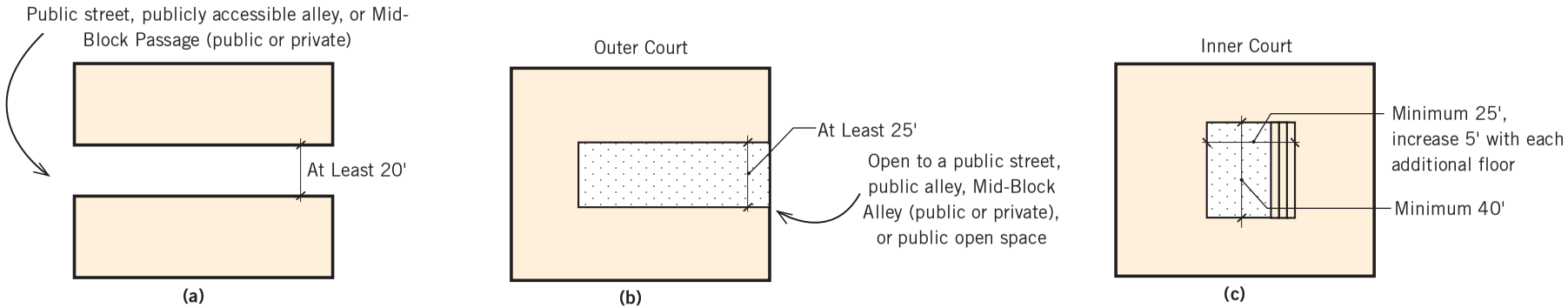


Figure 6.1.1 Dwelling Unit Exposure

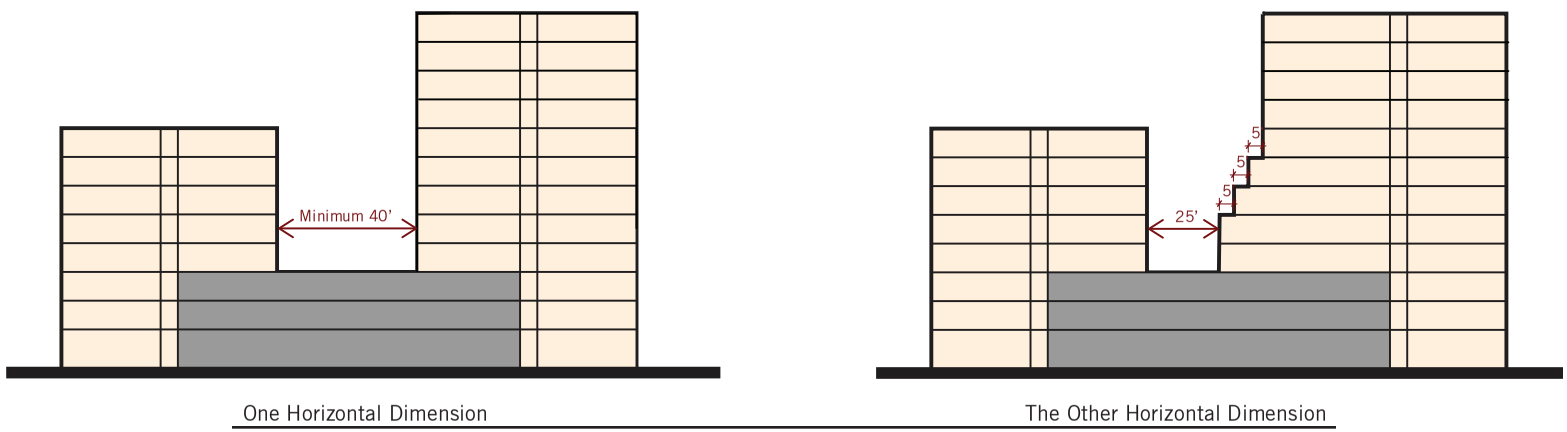


Figure 6.1.2 Minimum Width of Inner Courts

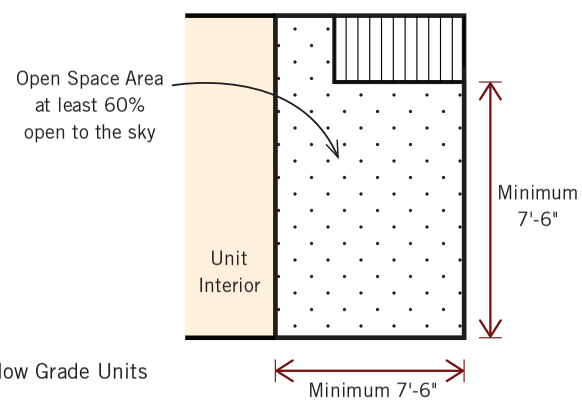


Figure 6.1.3 Dwelling Unit Exposure for Below Grade Units

6.2 Building Height

STANDARDS

6.2.1 Height of Existing Structures

The height limit for Unit 3 and the Stack have been established at their existing heights. In the event that the Stack collapses or is otherwise damaged beyond repair, the 300-foot height limit shall not be applicable to a new structure. Rather, the area of land currently improved with the Stack shall be used as open space. Should Unit 3 be demolished, the height limit for Block 9 would be 125/85 feet, per Figure 6.2.3.

6.2.2 Maximum Height

Maximum height limits establish a neighborhood fabric that is sculpted, with heights generally stepping down as one approaches the waterfront.

- Lowrise buildings (Blocks 4, 12, and 14): Buildings up to 100 feet in height; or
- Midrise buildings (Blocks 2, 3, 8, 9, 11 and 13: Buildings between 101 and 145 feet in height; or
- Midrise towers (Blocks 1 and Block 15): Buildings between 146 and 180 feet in height; or
- Highrise towers (Block 5 and Block 7): Buildings between 181 feet and 240 feet in height.

The height of buildings shall not exceed the applicable maximum heights shown in Figure 6.2.3. Where two heights are separated by a "/", the lower height reflects the limit permitted for the Base or podium, while the taller height reflects the limit permitted for the Upper Building or tower, which are defined as follows:

A) Base (Podium)
The Base is the lower portion of a midrise or highrise tower that extends vertically to a height of up to 90 feet. See Figure 6.2.1.

B) Upper Building (Tower)
The Upper Building (commonly referred to as the "tower"), is the portion of a midrise or highrise tower above the Base. See Section 6.5 for Upper Building controls.

6.2.3 Measuring Height

Maximum building heights are to be measured from the highest point of finished grade along the property line of the building parcel on which the building is located (see Figure 6.2.2.), up to the highest point of the uppermost structural slab in the case of a flat roof; or up to the average height of the rise in the case of a pitched or stepped roof, or similarly sculptured roof form.

6.2.4 Height Exemptions

Rooftop elements may project above given height limits if the following conditions are met:

A) On rooftops between 45 feet and 100 feet in height, rooftop elements greater than 4 feet in height must be set back at a minimum ratio of 1.2 feet in a horizontal dimension from the roof edge for every 1 foot that they exceed the maximum height limit (for example, a 4-foot-tall rooftop feature that is not a railing or parapet must be set back 4.8 feet from the roof edge);

B) On Upper Building rooftops, mechanical features must be screened or enclosed;

C) Enclosed structures designed for human occupancy may not exceed 25 percent of the total roof area of a building (including roof areas of the same building at different elevations);

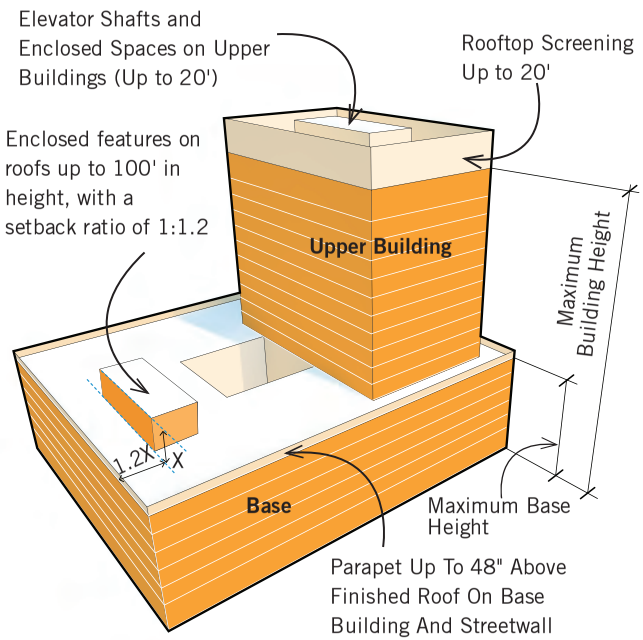


Figure 6.2.1 Maximum Building Height and Base Height

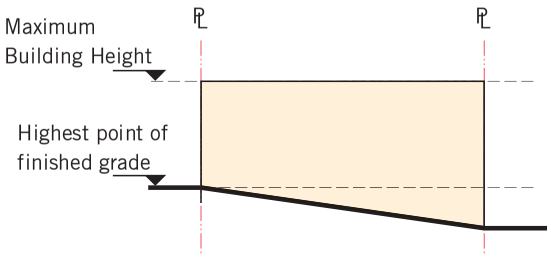


Figure 6.2.2 Measuring Height on a Slope

Figure 6.2.3 Building Height Plan

6.2.4 Height Exemptions, continued

D) The sum of the horizontal area of the following rooftop elements may not exceed 40 percent of the horizontal areas of the roofs of the building above which they are situated, and may project for the number of feet above the permitted height limit as noted:

- Elevator, stair and mechanical penthouses, all up to 20 feet in height. These features may exceed 20 feet in height as required by the California Code of Regulations;
- On the roof of majority residential buildings, structures related to the recreational use of the rooftop (e.g. greenhouses, sheds for the storage of furniture or equipment, hot tub enclosures, changing rooms, etc.) up to 16 feet in height;
- On the roof of majority non-residential buildings, Retail structures containing certain Retail Sales and Service Uses (limited to Bar, Tourist Oriented Gift Store, Specialty Grocery, Gym, Liquor Store (to allow for wine tasting), Limited Restaurant, General Restaurant, Instructional Service, and Personal Service); and/or certain Entertainment, Arts, and Recreation Uses (limited to Arts Activities, General Entertainment, Nighttime Entertainment, and/or Childcare Facility), all up to 16 feet in height. Such enclosed space shall not exceed 5,000 square feet of Gross Floor Area, and shall be accompanied by 1 square foot of Publicly Accessible Open Space for each square foot of Gross Floor Area (see Standard 6.1.4 (C));
- If a building used predmoninantly for Hotel Use is developed on Block 9, on the roof of such building, Retail structures containing certain Retail Sales and Service Uses (limited to Bar, Tourist Oriented Gift Store, Specialty Grocery, Gym, Liquor Store (to allow for wine tasting), Limited Restaurant, General Restaurant, Instructional Service, and Personal Service); and/or certain Entertainment, Arts, and Recreation Uses (limited to Arts Activities, General Entertainment, and Nighttime Entertainment), all up to 16 feet in height;
- Enclosed restrooms up to 10 feet in height; and,
- Mechanical equipment and appurtenances necessary to the operation or maintenance of the building or structure itself such as chimneys, ventilators, plumbing vent stacks, and/or cooling towers together with visual screening for any such features, all up to 20 feet in height;
- If a building used predmoninantly for Hotel Use is developed on Block 9, on the roof of such building, Retail structures containing certain Retail Sales and Service Uses (limited to Bar, Tourist Oriented Gift Store, Specialty Grocery, Gym, Liquor Store (to allow for wine tasting), Limited Restaurant, General Restaurant, Instructional Service, and Personal Service); and/or certain Entertainment, Arts, and Recreation Uses (limited to Arts Activities, General Entertainment, and Nighttime Entertainment), all up to 16 feet in height; On Block 9, only one rooftop bar is permitted.

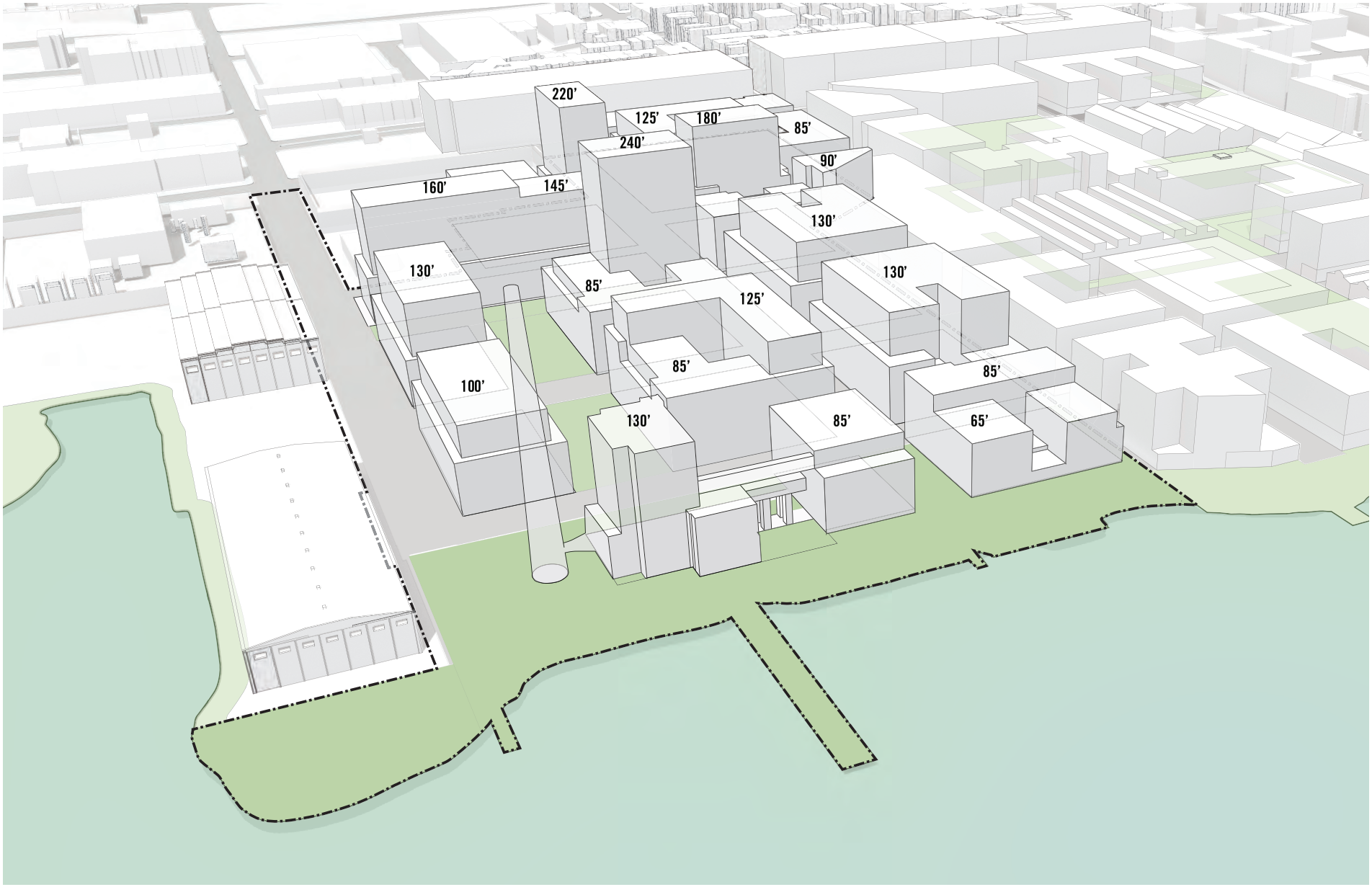
E) On buildings that are majority Laboratory use, mechanical features and those features necessary to building operations may exceed 40 percent of the horizontal area of the roof as long as they do not contain space for human occupancy;

F) The following rooftop elements may project above given height limits without regard to horizontal area:

- Non-occupied architectural features, including nonpermeable wind screens, up to 10 feet on buildings between 45 and 100 feet (with a minimum set back of 5 feet from the roof edge) and up to 20 feet on upper buildings above the maximum permitted building height, except on Block 7, where these features may extend up to 10 percent vertically above the maximum permitted building height;
- Unenclosed structures related to unroofed recreation facilities, such as sports fields and swimming pools, including lighting required for the nighttime enjoyment of rooftop fields, all up to 60 feet in height, and/or fencing, goal boxes and other sports equipment, netting or other semi-transparent enclosure necessary for the safe enjoyment of unroofed recreation facilities, all up to 30 feet in height;
- Furniture, including but not limited to: tables, chairs, fire pits, bars, umbrellas, lighting, canopies, windscreens, lattices, sunshades, trellises, and other items intended to allow the habitable use of the rooftop, all up to 10 feet in height;
- Photovoltaic panels;
- Equipment and appurtenances necessary to Living Roofs as defined in Planning Code Section 149;
- Wireless Telecommunications Services Facilities and other antennas, dishes and towers and related screening elements;
- Landscaping, with a maximum height of 48 inches for planters or other non-plant materials;
- Trees and plants;
- Decking, up to 3 feet in height;
- Flagpoles and flags;
- Cranes, scaffolding and batch plants erected temporarily at active construction sites; and
- Railings, parapets and catwalks, up to 4 feet in height; and

G) Above-grade connections as permitted in Sections 6.13.8 and 6.14.7.

Figure 6.2.4 Building Height



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6.3 Block Size

Shorter, walkable blocks increase the permeability of the urban environment and encourage walking. The City of San Francisco generally holds that blocks should be shorter than 300 feet in length, where possible. All of the blocks on site are shorter than 300 feet in length, with the exception of Blocks 9 with Unit 3, Block 15, and Block 13. For Block 9 with Unit 3, a Mid-Block Alley is not required because guidelines require permeability through the building's ground floor, allowing pedestrian access directly through the building from its entrance facing Power Station Park to its entrance facing Waterfront Park. Additionally, a waterfront access corridor is required between the existing Unit 3 structure and the northern horizontal addition to the structure (See Section 6.13.2).

To facilitate preservation of the existing Station A walls (Block 15), a Mid-Block Alley through Station A shall not be required if the features per Section 6.14.1 are retained. Instead, the standards in this section shall apply.

To create more permeability, Block 13 is required to provide at least one Mid-Block Alley compliant with the standards articulated in this section.

STANDARDS

6.3.1 Mid-Block Alley/Passage Location

Block 13 shall provide at least one publicly accessible Mid-Block Alley for the entire depth of the Block.

On Block 15, (see Section 6.14) at least one publicly accessible east-west Mid-Block Passage through the entire depth of the building's ground floor measuring at least 20 feet of continuous clear width and 15 feet of continuous clear height shall be provided. Such passage may be completely enclosed to facilitate preservation of the existing Station A walls. If Station A is damaged so severely that 30 percent or less of the walls listed in 6.14.1 remain, a Mid-Block Alley shall be provided pursuant to Standard 6.3.2 and the Mid-Block Alley shall have a minimum clear height of 30 feet, unless the remaining portions of the eastern wall physically preclude its construction. A Mid-Block Alley on Block 15 shall be pedestrian only.

6.3.2 Mid-Block Alley/Passage Design

Mid-Block Alleys and Passages shall:

- Have a minimum clear walking width of 10 feet free of any obstructions in the case of a pedestrian-only right-of-way
- Be located as close to the middle portion of the subject block as possible, and connect to existing adjacent streets and alleys;
- Provide pedestrian access;
- Have a minimum width of 20 feet, exclusive of those obstructions allowed within setbacks pursuant to San Francisco Planning Code Section 136 in the case of Mid-Block Alleys;
- Have a minimum height of 15 feet on Block 13, and 30 feet on Block 15.

In addition, Mid-Block Alleys shall:

- Provide no, limited, or full vehicular access, as specific conditions warrant. The Mid-Block Alley on Block 15 shall be pedestrian only;
- Have dual sidewalks each of not less than 6 feet in width with not less than 4 feet minimum clear walking width in the case of an alley with vehicular access, unless the alley is designed as a shared street;
- Have at least 60 percent of the area of the Mid-Block Alley open to the sky. Obstructions permitted within setbacks pursuant to Planning Code Section 136 may be located within the portion of the Alley that is required to be open to the sky. All portions of the Alley not open to the sky shall have a minimum clearance height of 15 feet from grade at all points;
- Provide such ingress and egress as will make the area easily accessible to the general public;
- Be provided with appropriate paving, furniture, and other amenities that encourage pedestrian use, and be landscaped;
- Be provided with pedestrian lighting to ensure pedestrian comfort and safety;
- Be free of any changes in grade or steps not required by the underlying natural topography and average grade; and
- Be fronted by Active Lane Frontage uses, as defined in Section 3.2.6 Active Lane Frontages.

6.3.3 Mid-Block Alley/Passage Informational Plaque

Prior to issuance of a permit of occupancy, a plaque shall be placed in a publicly conspicuous location for pedestrian viewing. The plaque shall state the right of the public to pass through the Alley or Passage, and shall state the name and address of the owner or owner's agent responsible for maintenance. The plaque shall be of no less than 24 inches by 36 inches in size.

6.3.4 Mid-Block Alley/Passage Open Space Requirements

Any non-vehicular portions of such a Mid-Block Alley or Passage, including sidewalks or other walking areas, seating areas, or landscaping, are permitted to count toward any open space requirements that permit publicly accessible open space on the same block where the Passage or Alley is located.

CONSIDERATIONS

6.3.5 Multiple Buildings Per Block

Bulk controls will help create buildings that are pedestrian-scaled, visually well proportioned, and do not result in overwhelming mass. Constructing more than one building per block can also help accomplish this goal and is permitted on any block, though more likely on blocks containing predominantly residential uses. If more than one building is constructed on a block where a midrise or highrise tower is allowed, the bulk controls for upper buildings apply to the entire block and not to individual buildings.

6.4 Building Setbacks

STANDARDS

6.4.1 Building Setbacks

At heights specified in Figure 6.2.3, a setback from the property line is required to ensure that the building defines a distinct streetwall at a comfortable, human-scaled height.

On frontages facing Power Station Park, Louisiana Paseo, Waterfront Open Spaces, Humboldt Street Plaza, and Major Streets (streets that are greater than 40 feet in width, measured from property line to property line), buildings shall be set back at least 10 feet from the streetwall at a height ranging from 70 feet to 90 feet, as shown in Figure 6.4.1.

On frontages facing Minor Streets (rights-of-way that are 40 feet wide or narrower, measured from property line to property line), buildings shall be set back at least 10 feet from the property line at a maximum height of 50 feet for predominantly residential buildings and 70 feet for predominantly non-residential buildings as shown in Figure 6.4.2, except for corners as described in Section 6.4.6 and along Craig Lane where the setback is required at a height of 50 feet for both residential and non-residential uses.

Along certain frontages, the depth of the setback shall be greater than 10 feet, as shown in Figure 6.4.5.

On frontages facing Mid-Block Alley on Block 13, buildings shall be set back at least 10 feet from the Streetwall at a height of 70 feet per note 2 on Figure 6.4.5.

6.4.2 Ground Floor Insets

To allow for generous pedestrian throughways, some blocks are required to inset the ground floor along specific frontages for widened sidewalks, or at given corners to achieve a 5-foot-wide clear path of travel behind curb ramps. The locations for these ground floor insets are listed below, and dimensions are given in detail in Appendix A Block Controls. These are:

- Northeastern corner of Blocks 1, 5 and 8;
- Northwestern corner of Blocks 2, 4 and Block 15 unless Station A walls are retained;
- A 5 foot inset of ground floor of the southern frontage of Block 15 unless Station A walls are retained;
- A 4 foot inset of northern frontage of Blocks 1, 2 and 3;
- Southwestern corner of Block 12.

6.4.3 Block 7 Setback Exemption

The setback requirements in Section 6.4.1 Building Setbacks do not apply to the highrise tower on Block 7. Instead, the highrise tower must be set back at least 15 feet in the horizontal dimension for at least 60 percent of the Upper Building's frontages facing Humboldt Street or Louisiana Paseo.

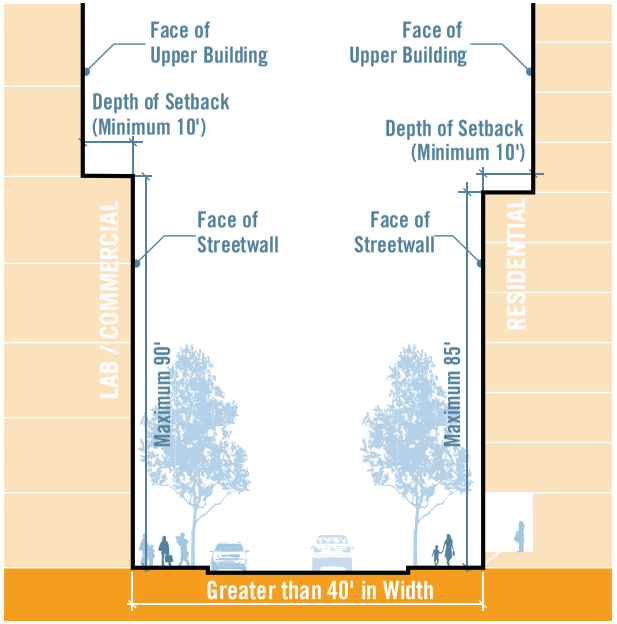


Figure 6.4.1 Setbacks on Major Streets

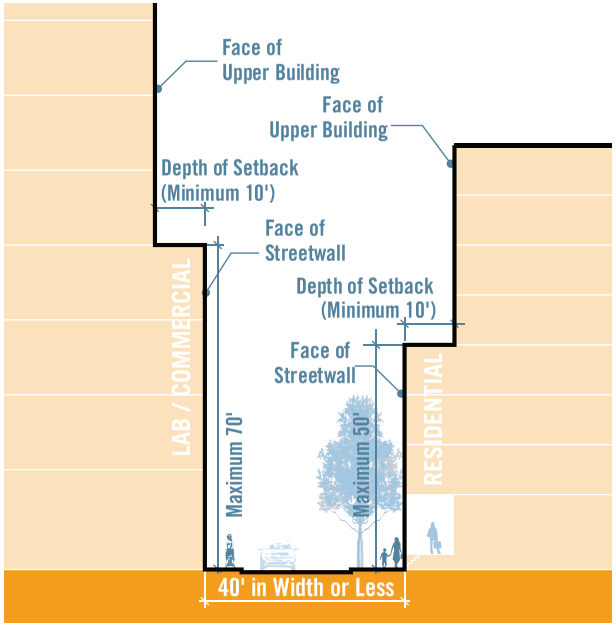


Figure 6.4.2 Setbacks on Minor Streets and Alleys

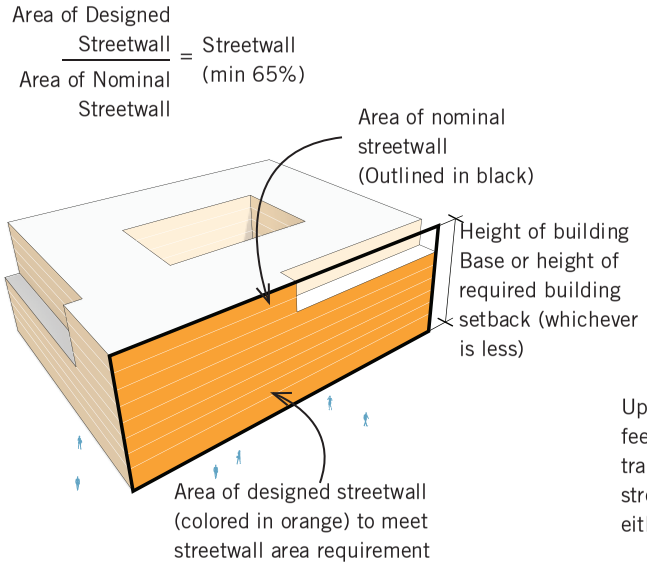


Figure 6.4.3 Streetwall Area Requirement

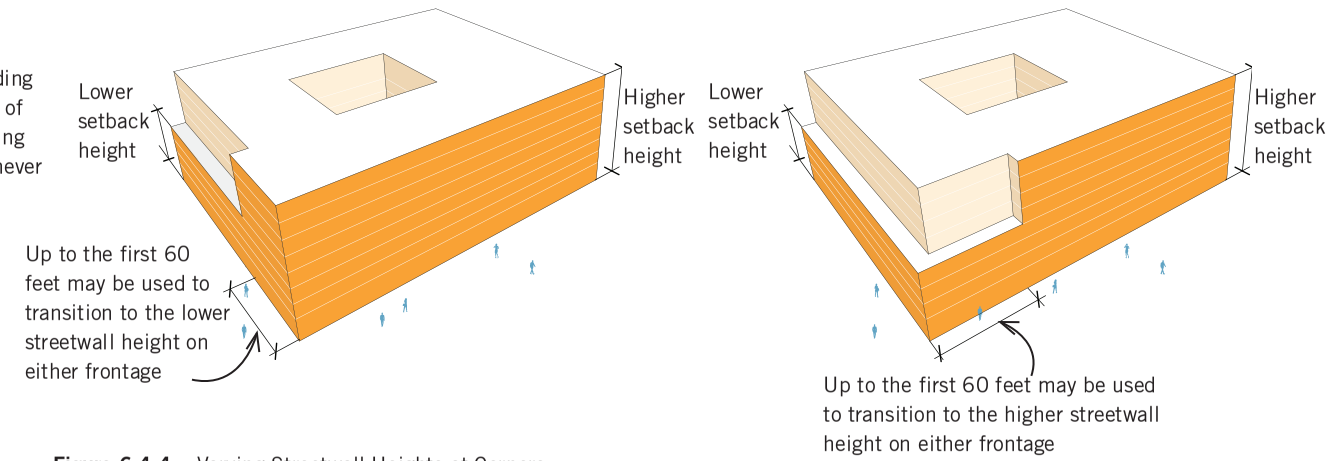


Figure 6.4.4 Varying Streetwall Heights at Corners

6.4.4 Station A Exemption

New construction on Station A above a height of 65 feet or the height of retained Station A walls shall provide a setback of at least 10 feet on the frontages facing 23rd Street, Louisiana Paseo, and Georgia Lane, and a setback of at least 15 feet on the frontage facing Humboldt Street; or a vertical hyphen of at least 10 feet in depth and one story in height beginning at the height of the cornice of the retained walls of Station A (see Section 6.14). Alternatively, no setbacks for new construction are required above existing walls if the building above 65 feet is appropriately sculpted pursuant to Section 6.14.5.

6.4.5 Streetwall

A clear streetwall helps define the experience of the street as an "urban room." Where there is not a strong streetwall, streets can feel inactive and suburban. The streetwall is defined as the portion of a building:

- Facing a Major or Minor Street or Mid-Block Alley (See also Guideline 6.10.6);
- Built to the property line (except for the portions of the building that meet the Modulation and Articulation standards and guidelines in Sections 6.6 and 6.7, which are part of the streetwall, but may recess and project from the building frontage); and
- At an elevation at or below the maximum Streetwall height per Figure 6.4.5.

The "Streetwall Requirement" is that new buildings must provide a streetwall for at least 65 percent of each frontage from sidewalk grade to the required maximum streetwall height (see Figure 6.4.3). The Streetwall Requirement does not apply to:

- Existing buildings on the project site that are rehabilitated or reused as part of the project (such as Unit 3 or Station A. See Standard 6.14.5), including additions to such existing buildings;
- Pocket parks that extend at least 10 feet horizontally inward from the property line;
- The frontage of any new building facing Waterfront Open Spaces (including Humboldt Street Plaza), Power Station Park, or Louisiana Paseo, provided that deviations from the minimum 65 percent standard shall contribute to differentiated architecture as described in the Project Overview and shown in Figure 6.4.4.

6.4.6 Varying Streetwall Heights at Corners

The maximum streetwall heights vary across the Power Station site and may differ at the corners of the same building. For a more graceful transition at corners, up to the first 60 feet of building frontage, measured horizontally from a Corner, may be used to transition to the higher or lower streetwall height on either frontage as required per Figure 6.4.5 (see Figure 6.4.4)

Figure 6.4.5 Building Setbacks

Setbacks shown for Block 9 begin at the ground level. Also see Section 6.12.5, and Appendix A.9

Notes:
1. Setbacks do not apply to District Parking Garage (see Figure 6.22.1 for potential locations).
2. On Frontages facing Mid-Block Alley on Block 13, buildings shall be set back at least 10 feet from the streetwall at a height of 70 feet.
3. Conceptual location of Mid-Block Alley crossing. Exact location of Mid-Block Alley is to be determined during design of Block 13. See Section 6.3 and Appendix A.12.
4. Conceptual location of Mid-Block Passage, exact location of Mid-Block Passage is to be determined during the design of Block 15. See Section 6.3 and Appendix A.6.

6.5 Upper Building Controls

The controls on the following pages apply only to the Upper Buildings of midrise tower as permitted on Block 1, and the highrise towers permitted on Block 5 and Block 7. Midrise towers are between 146 and 180 feet in height, and highrise towers are between 181 and 240 feet in height. Unless otherwise stated, these controls do not apply to Block 15 with or without Station A.

Table 6.5.1 summarizes the bulk controls for the different portions of buildings based on land use.

Table 6.5.1 Summary of Bulk Controls

	LOWRISE & MIDRISE BUILDINGS (UP TO 145' IN HEIGHT)	MIDRISE TOWER ON BLOCK 1 (146'-180' IN HEIGHT)	MIDRISE TOWER ON BLOCK 15 (146'-160' IN HEIGHT)	HIGHRISE TOWERS ON BLOCKS 5 AND 7 (181'-240' IN HEIGHT)
UPPER BUILDING BULK CONTROLS				
Maximum Average Floorplate	N/A	12,000 gross square feet	See Standard 6.5.1	12,000 gross square feet
Maximum Plan	N/A	150'	N/A	140'
Maximum Diagonal	N/A	190'	N/A	160'
Maximum Apparent Face	N/A	120'	N/A	120'
Upper Building Separation	N/A	85'	115'	115'

Note: Controls apply to the entire Upper Building, not only portions of the Upper Building at the specified heights. For example, for the Highrise Tower (181' - 240') on Block 7, the bulk controls would apply to the portion of the building above the Base.

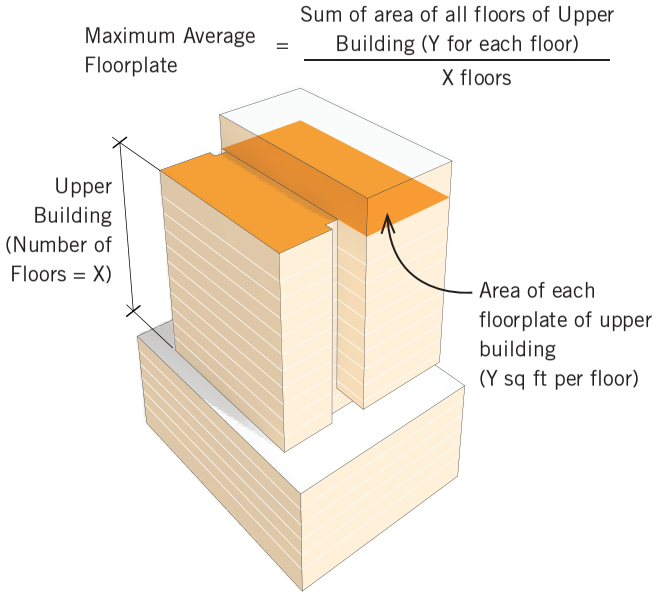


Figure 6.5.1 Upper Building Maximum Average Floorplate

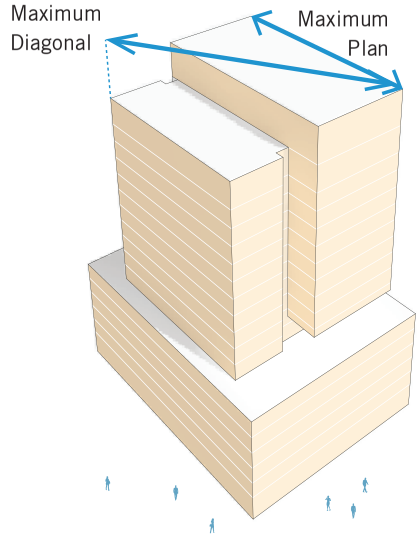


Figure 6.5.2 Upper Building Maximum Plan and Maximum Diagonal Length

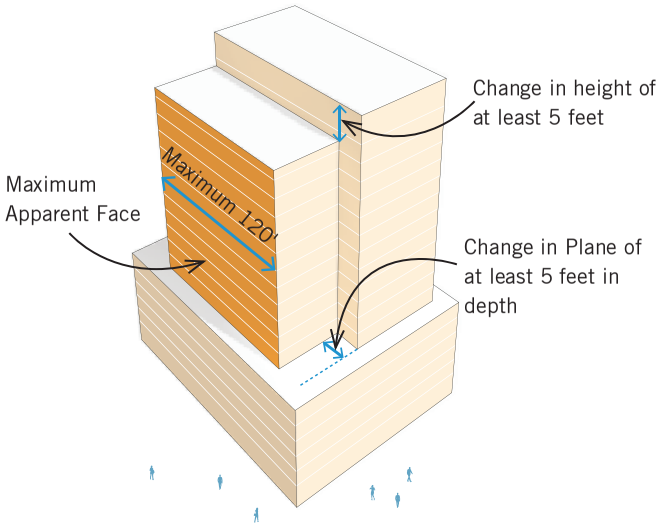


Figure 6.5.3 Upper Building Maximum Apparent Face

STANDARDS

6.5.1 Upper Building Maximum Average Floorplate

The maximum average floorplate of the Upper Building is defined as the sum of the area of all of the floorplates of the Upper Building, divided by the number of floors in the Upper Building. Refer to Figure 6.5.1 and Table 6.5.1 for maximum average floorplate sizes that shall apply to buildings based on the building's total height.

Design controls for Block 15 with Station A are provided in Section 6.14. For Block 15 without Station A, the building above the 65-foot setback shall achieve a 15-percent average reduction in square footage for all floors. The reduction shall apply relative to a baseline floorplate of 47,089 square feet (i.e., the footprint of Block 15) for construction up to 145 feet, and a baseline floorplate of 24,955 square feet for construction between 145 feet and 160 feet.

6.5.2 Upper Building Maximum Plan and Diagonal

The maximum plan dimension of an Upper Building is the greatest plan dimension parallel to the longest side of the building at any given level of the Upper Building. The maximum diagonal dimension of an Upper Building is the greatest horizontal distance between two opposing points at any level of the Upper Building. Refer to Figure 6.5.2 and Table 6.5.1 for maximum plan and diagonal dimensions that shall apply to buildings based on the building's total height.

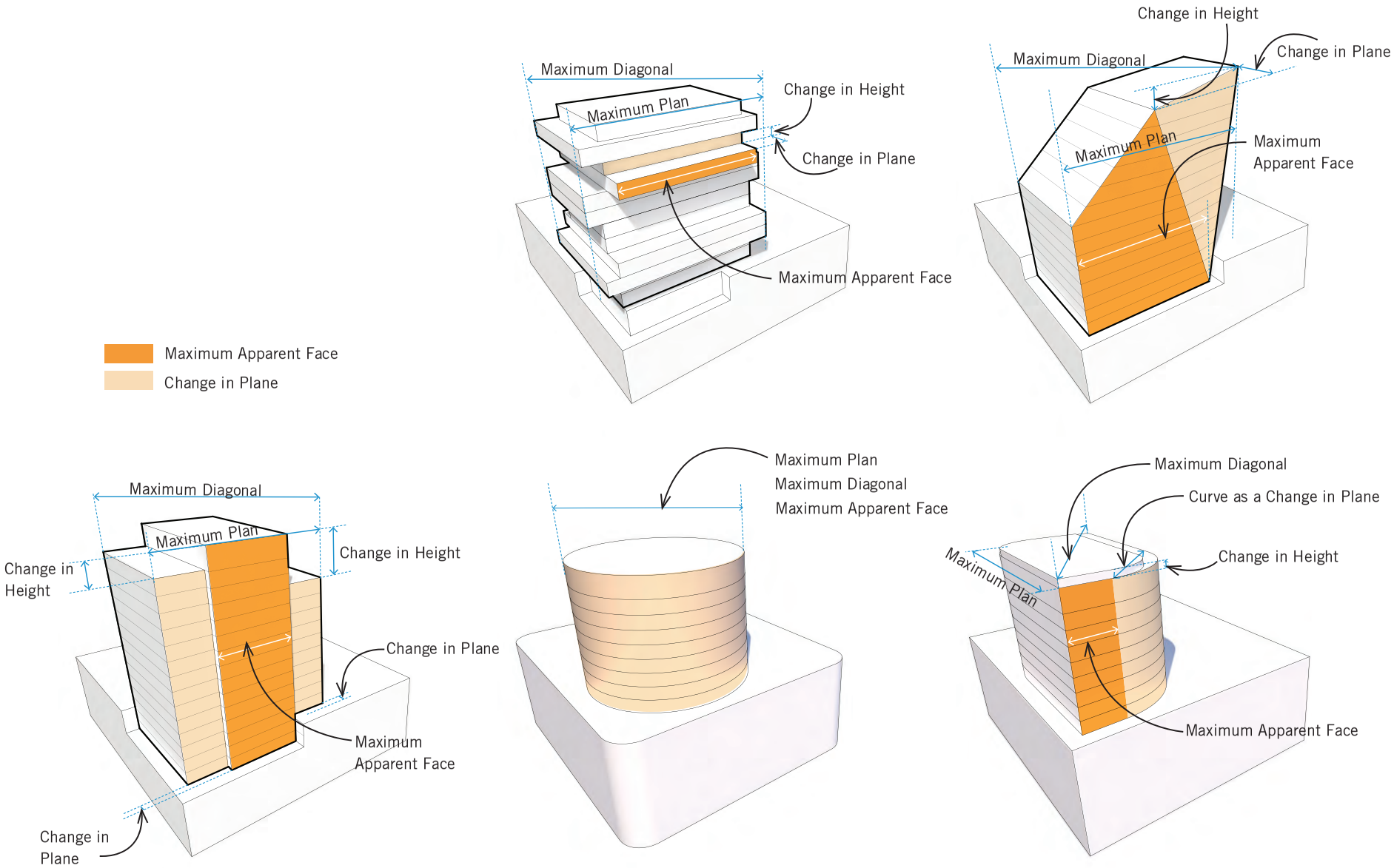
Maximum plan and diagonal dimensions do not apply to balconies, cornices, decorative projections, unenclosed building elements, or other unenclosed obstructions permitted by Planning Code Section 136 (see Appendix D).

6.5.3 Upper Building Maximum Apparent Face

For midrise and highrise towers, a maximum apparent face helps control the visual bulk of the Upper Building by placing a limit on the maximum width of a face that can be expressed. Beyond this maximum width, there shall be a Change in Plane to visually reduce the bulk of the building, and create logical locations for architectural detailing, such as balconies or changes in material or fenestration.

The maximum apparent face shall be a maximum of 120 feet of the Upper Building (Figure 6.5.3). The maximum apparent face shall be offset with a Change in Plane of at least 5 feet in depth. This Change in Plane must be accompanied by a change in height of the roof form (which may be a reduction or increase in the height of the roof screen) of at least 5 feet (refer to Figure 6.5.3) and/or a change in material. The required Change in Plane may occur by curving the face of the building.

Figure 6.5.4 Examples of Upper Building Controls Applied to Different Tower Forms



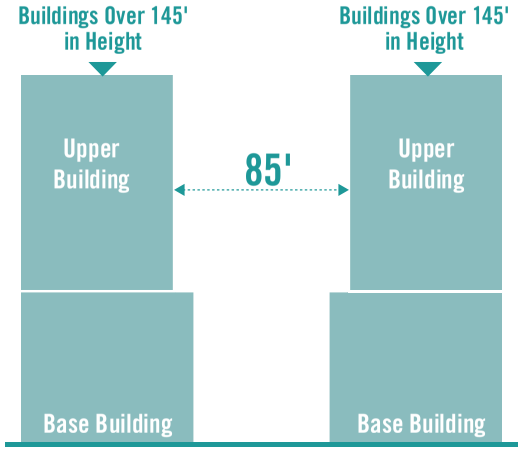


Figure 6.5.5 Upper Building Separation for Midrise Towers on Different Blocks

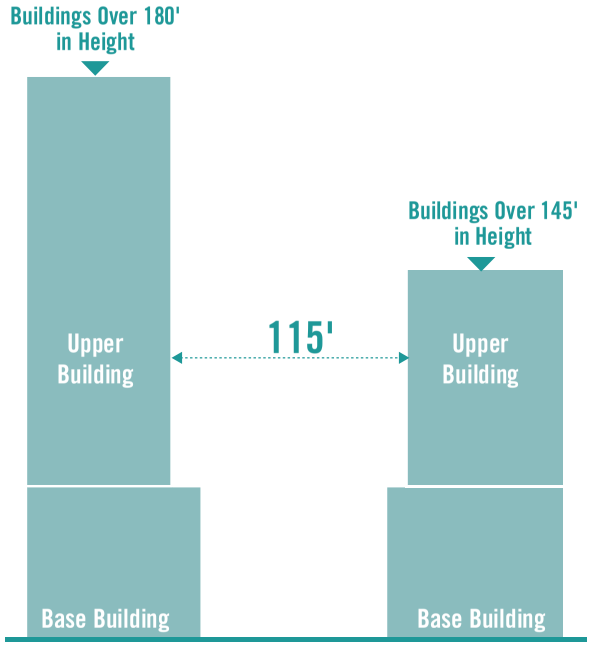


Figure 6.5.6 Upper Building Separation for Midrise and Highrise Towers on Different Blocks

6.5.3 Upper Building Maximum Apparent Face, continued

For buildings with curved façades, on those portions of the façade that are curved, the maximum apparent face shall be measured as the plan dimension between the endpoints of each arc. If the building is a circle or ellipse, the maximum apparent face shall be measured as the longest diameter of the circle or ellipse (See Figure 6.5.4).

6.5.4 Upper Building Separation

The Upper Building of a midrise tower shall be separated from any other Upper Building of a midrise tower on another block by a distance of at least 85 horizontal feet (Figure 6.5.5).

The Upper Building of a highrise tower shall be separated from any other Upper Building of a midrise tower or highrise tower on another block by a distance of at least 115 horizontal feet (Figure 6.5.6).

Separation shall be measured horizontally from the building face of the subject Upper Building to the nearest building face of the closest Upper Building, exclusive of permitted obstructions pursuant to Planning Code Section 136.

CONSIDERATIONS

6.5.5 Sculpted Upper Buildings

A) Upper Buildings of mid-rise and high-rise towers should be sculpted in a manner that enhances the skyline. Examples of how this could be achieved include stepping, tapering, or other shaping.

B) The highrise tower on Block 7 should be iconic within the Power Station SUD and larger Central Waterfront Plan Area. The form of the highrise tower should use bold massing moves and be elegant and well-scaled.

Examples of creative approaches to shaping the tops of midrise and highrise towers.

Credit: LEVER Architecture

Credit: MVRDV

Credit: Guilhem Vellut

Credit: Kohn Pedersen Fox

Architecture

Architecture reflects the culture of a neighborhood, connecting buildings with the public life that occurs on its streets.

Architecture at the Power Station project is deferential to its industrial context and the Third Street Industrial District. It builds from the larger bulk and massing moves established by the project's urban form and focuses on enhancing visual interest and creating human-scaled designs critical for providing a memorable pedestrian experience. Building Modulation and Articulation ensure a building's walls are neither overwhelming nor monotonous, while color and materiality guidelines provide a baseline for high-quality finishes consistent with the Power Station's overall industrial aesthetic.

Building Modulation and Articulation as defined in this D4D document (Sections 6.6 and 6.7) help create visual interest, rhythm, and human-scaled dimensions within the "urban room" of the street, and are therefore considered compliant with and part of the streetwall. Buildings meeting ground-floor design guidelines in Section 6.9 are also compatible with the streetwall requirements contained herein.

6.6 Building Modulation

Building Modulation (or "Modulation") is required to create visual interest, rhythm and human-scaled dimensions. Modulation can also result in functional spaces, such as creating recesses that can provide opportunities for terraces or balconies. Modulation strategies should be consistent with the industrial character of the area.

New buildings above the ground floor must be modulated in the manner described in this section. These controls do not apply to existing buildings on the site (such as Unit 3 or Station A) that are rehabilitated as part of the project.

STANDARDS

6.6.1 Building Modulation

The streetwall (See Section 6.4.5) shall be modulated by providing a Change in Plane, or a combination of Change in Plane and change in material, as described below.

A) Change in Plane

To achieve modulation by a Change in Plane, the streetwall must recess or project at least 3 feet in depth (a "Change in Plane") for at least 20 percent of the streetwall, which may be but is not required to be contiguous. This requirement may be achieved using any one or any combination of the individual design approaches listed below and illustrated in Figure 6.6.1:

- Volumetric notches (including balconies)
- Vertical shifts
- Sawtooth balconies or bay windows
- Corner expression
- Volumetric projections
- Volumetric recesses

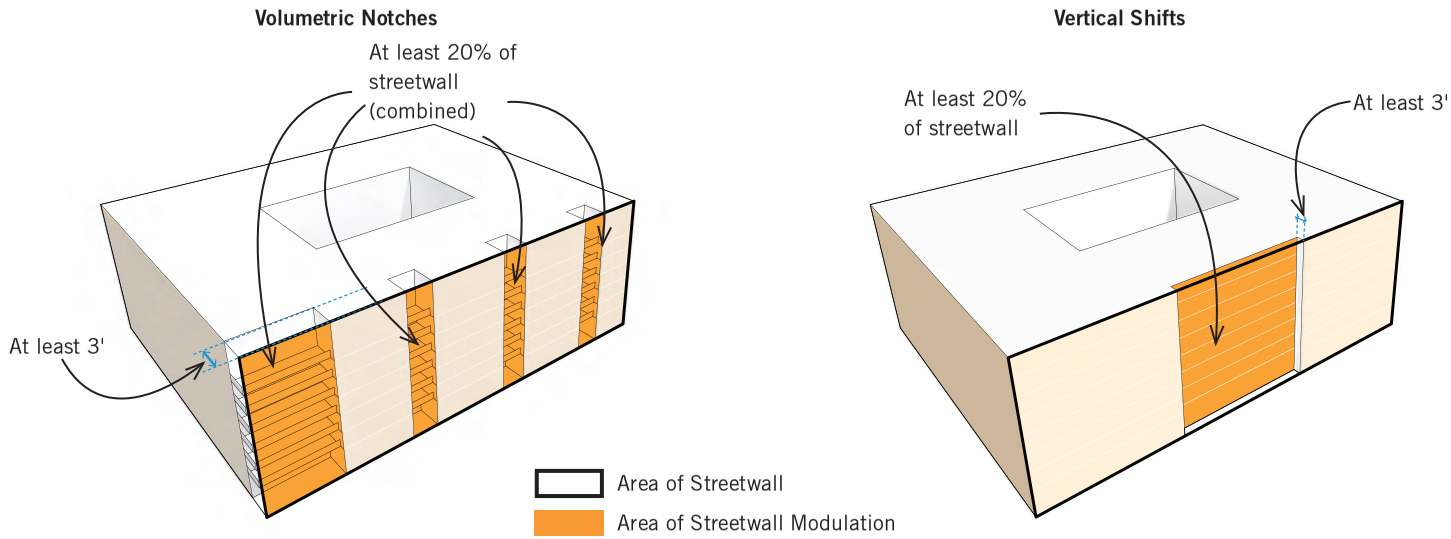
B) Change in Plane and Change in Material

Modulation may also be provided by a combination of Change in Plane and a change in color, material, or fenestration occuring for at least 20 percent of the façade, which may but is not required to be contiguous.

6.6.2 Encroachments and Projections

Projections as permitted in Planning Code Section 136, and those permitted in this Design for Development document, shall be permitted above the ground level and may count towards modulation requirements.

Figure 6.6.1 Examples of Streetwall Modulation

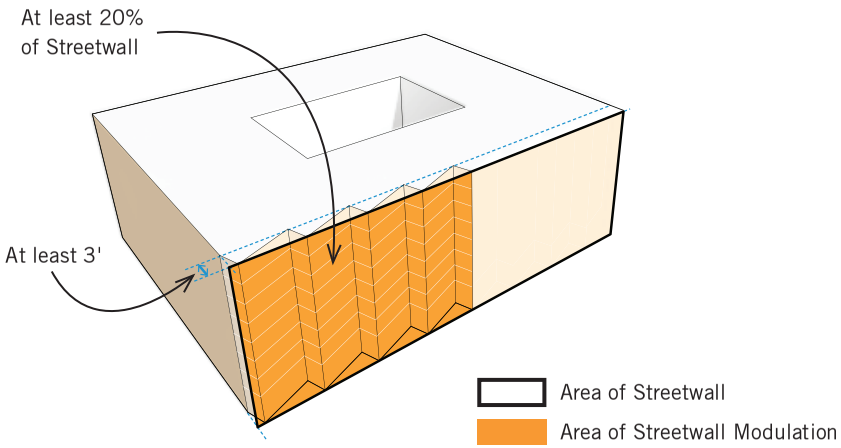


Volumetric notches add visual interest by introducing vertical recesses into the massing of the streetwall. The notches should correspond to the delineations between individual units, balconies, or porches.

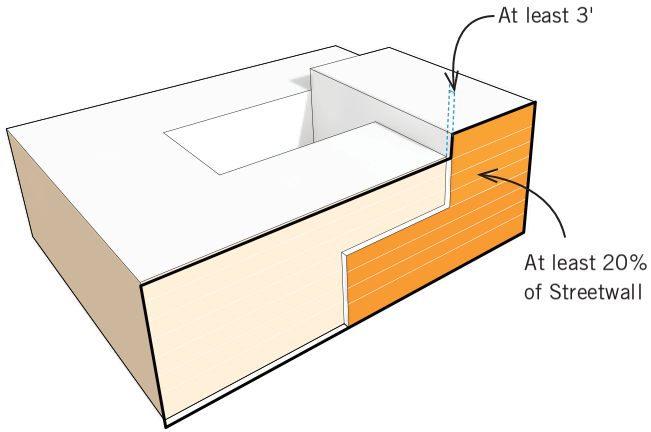
The use of vertical shifts add visual interest by breaking the façade into smaller vertical elements. These shifts should relate to the location and proportion of interior programmatic uses.

Examples of Streetwall Modulation (continued)

Sawtooth Balconies and Bay Windows



Corner Expressions

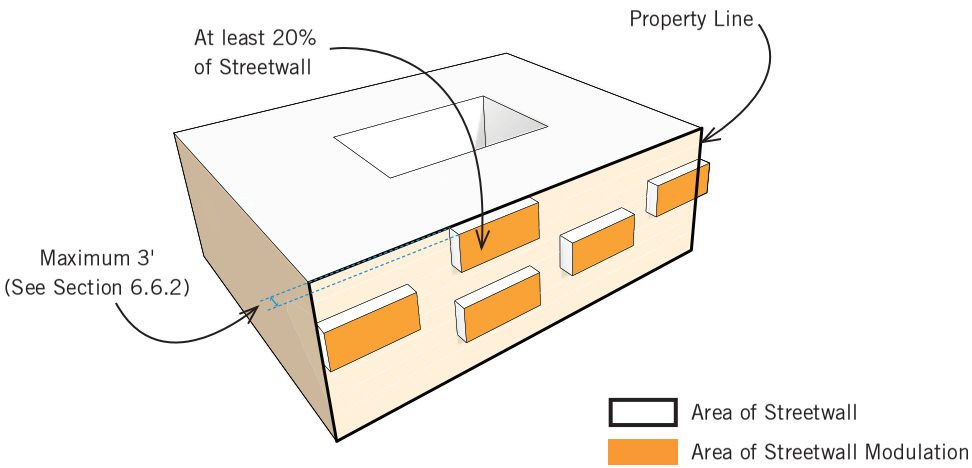


Sawtooth balconies or bay windows reduce the visual mass of the streetwall by introducing a pattern of smaller-scaled components. They can be open, partially enclosed, enclosed, projections, or recesses from the main façade.

The massing of this building adds height at the corner, combined with a recess. The effect is that the building has the appearance of being composed of two distinct volumes.

Examples of Streetwall Modulation (continued)

Volumetric Projections



Projections help create shadow lines and added façade depth. Such projections should be located and scaled to relate to interior programmatic uses.

Examples of modulation compatible with historic districts.

The materials in the addition above the existing building are articulated with a change in material and plane.

The addition above the existing building uses a vertical hyphen in conjunction with balconies and recesses.

This new building uses the language of warehouse construction with a grid and fill design.

The use of natural materials such as brick or stone can bring a tactile quality to the pedestrian zone.

Projected windows help create shadow lines and added façade depth.

Recesses help create shadow lines, depth, a sense of quality, and durability.

GUIDELINES

6.6.3 Industrial Streetwall Character

To relate to the Power Station's industrial context, the streetwall along 23rd Street and Illinois Street should be articulated with one or more of the following patterns, to meet the Midrise Building Articulation guidelines described in Section 6.7.3 and be used as part of a design approach that meets the Building Modulation requirements.

- A solid wall with punched openings;
- A gridded pattern, emphasizing vertical piers;
- A wall containing a visible expression of horizontal floorplates and large, glassy openings with smaller panes.

6.6.4 Highrise Tower Modulation

Above the Base, the highrise towers on Block 5 and 7 should employ modulation techniques, such as a change in material or Change in Plane, that is carefully considered with sculpting of the tower, per Section 6.5.4 or 6.5.5, and façade articulation, per Section 6.7.

CONSIDERATIONS

6.6.5 Midrise Tower Modulation

Above the Base, the midrise tower on Block 1 should consider using balconies as an organizing element for Upper Building modulation, giving it a residential scale and creating indoor/outdoor opportunities to enliven the building façade.

Balconies can be used as an organizing element for the massing and design of the building, creating a residential scale.

The tops of these buildings should be visibly reduced in mass and dimension to create a stepped or a tapered effect.

Lowering the streetwall at the base of the tower portion can help create a proportionate streetwall relative to the tower.

A change in height and plane is effective at breaking up bulk and avoiding long, undifferentiated facades.

6.7 Façade Articulation

Building façades should be articulated by employing the strategies outlined below. Articulation supports modulation by creating visual interest, but at a finer-grained scale.

GUIDELINES

6.7.1 Depth of Façade

Full brick and masonry are among the site's preferred materials. If thin brick or masonry or panel systems are used, these materials should read as having a volumetric legibility that is appropriate to their thickness. For example, masonry should turn the corner at a depth that is consistent with the typical depth of a brick. Examples of strategies that can be used to articulate a façade with volumetric depth include:

- Use of architectural treatments that create visible shadow lines including vertical recesses, notches, massing reveals, or Changes in Plane at least 6 inches in depth; or,
- Windows and other openings are an opportunity to reinforce the volumetric legibility of the façade, with an appropriate depth that relates to the material selected. For example, the depth of the building frame to the glazing should be sufficiently deep to convey a substantial exterior wall, and materials should turn the corner into a window reveal.

Also see Section 6.8.3 for guidelines relating to material quality and durability.

6.7.2 Façade Organization

Each building should be organized into a visible hierarchy and a consistent system with patterning or rhythm that defines an internal logic. Building elements and themes should be appropriately scaled and proportionate to the overall building.

Examples of strategies that can be used to define hierarchy and proportion that are also consistent with the neighborhood's industrial characteristics include:

- Vertical or horizontal elements that create a rhythm or patterning within the façade; or
- Contrast in the scale of patterns, such as larger patterning of structural piers and bays that convey an industrial scale, combined with a smaller patterning of window mullions and sashes that are finer-grained and more detailed at the pedestrian scale; or
- Key programmatic elements such as building circulation, gathering spaces, building lobbies, and so on clearly expressed in the design of the façade.

6.7.3 Midrise Building Articulation

Predominantly residential buildings between 100 and 145 feet in height should be articulated with smaller volumes, such as windows, doors or balconies that highlight a residential scale using reveals from 6 inches to 3 feet in depth.

Predominantly non-residential buildings between 100 and 145 feet in height should be articulated with strong horizontal elements that convey a more industrial aesthetic, such as clearly expressed floorplates separated by a consistent glazing pattern (see precedent images in Section 6.6).

6.7.4 Tower Articulation

The façade of midrise and highrise towers should be lighter and more loft-like than the Base, with thinner vertical and horizontal elements that feature more glazing.

6.8 Color and Materials

STANDARDS

6.8.1 Bird-Safe Glazing

Bird-safe glazing including but not limited to fritting, netting, permanent stencils, frosted glass, exterior screens, UV patterns visible to birds, or physical grids placed on the exterior of glazing shall be applied to:

- Blocks 3, 4, 8, 9, and 12, the portion of the building façade between grade and 60 feet in height, within 300 feet of the Waterfront Open Spaces; and,
- Unbroken glazed segments of free-standing glass that are 24 square feet or larger provided on any portion of the building, including glass walls, wind barriers, skywalks, balconies, and greenhouses on rooftops.

To qualify as Bird-Safe Glazing, vertical elements of window patterns shall be at least a quarter-inch wide at a maximum spacing of 4 inches or horizontal elements at least one-eighth of an inch wide at a maximum spacing of 2 inches.

GUIDELINES

6.8.2 Recommended Materials

Recommended materials should be incorporated into building design. Recommended materials include brick, concrete, copper, steel, glass, smooth stucco and wood. Avoid using veneer masonry panels except as described in Section 6.7.1 Depth of Façade. Avoid using smooth, flat, or minimally detailed glass curtain walls; highly reflective glass; coarse-sand finished stucco as a primary siding material; bamboo wood siding as a primary siding material; laminated timber panels; or black and dark materials should not be used as a predominate material.

Where metal is used, selection should favor metals with naturally occurring patina such as copper, steel, or zinc. Metals should be matte in finish. Where shiny materials are used, they should be accent elements rather than dominant materials, and are generally not encouraged.

6.8.3 Quality and Durability

Exterior finishes should have the permanence and quality found in similar contextual building materials used on neighboring sites and in the Central Waterfront. Materials should be low-maintenance, well suited to the specific maritime microclimate of the neighborhood, and able to naturally weather over time without extensive maintenance and upkeep.

6.8.4 Decorative Materials

Where provided, architectural details should be inherent features of the facade material and should not appear as 'tacked on.' Examples include but are not limited to using decorative masonry courses, joints, patterns, or contrasting metal insets.

6.8.5 Pedestrian-Oriented Materials

To create a pedestrian-focused environment and engaging street frontage, the ground floor of new buildings should have a differentiated architectural expression from the floors above. This may include, but is not limited to increased transparency, shifts in color, material and texture of facade elements.

Specific design guidelines and considerations related to different ground-floor frontages may be found in Sections 6.10 through 6.17.

CONSIDERATIONS

6.8.6 Building Color

Use of exterior surface materials that are naturally rich in color, such as terra cotta and copper, is encouraged. Lightness of color is preferred at the Upper Building, where buildings are visible from a further distance and have more presence on the skyline.

6.8.7 Glazing

Glazing selection should be made with consideration to energy performance. Glazing should be generally light in color and low-reflectance in order to achieve a balance of daylighting and energy performance.

6.8.8 Building Finish

Materials should be selected in coordination with the expression of the building's organization, for example, using more substantial materials, such as masonry and

metals, to define corners, and lighter materials, such as glass and wood, to define vertical circulation.

Also see Section 6.6 for how changes in material and color should be combined with modulation strategies to reinforce visually interesting and human-scale building design.

6.8.9 Living/Green Walls

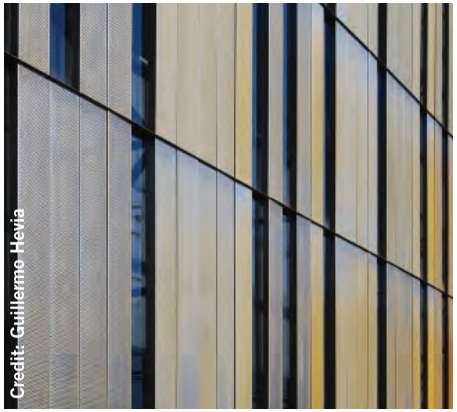
Living walls and/or plantings may be used to provide a highly visible, biophilic amenity and passive cooling benefit. Vegetation may be integrated into exterior shading to support shading performance and enhance privacy, and would be a permitted obstruction on floors above the ground floor. Living walls can be especially beneficial outside where they front onto adjacent open spaces. Living walls are permitted on the ground floor, provided that the encroachments and projections comply with Section 6.6.2.

6.8.10 Life-cycle Assessment

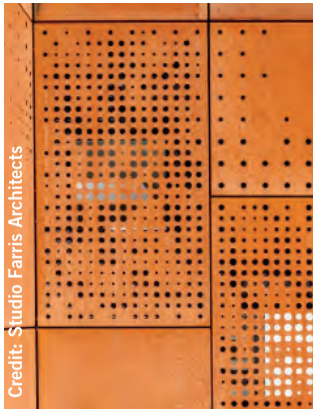
Conduct a life-cycle assessment (LCA) of building structure and enclosure to identify embodied carbon drivers for the project, and evaluate embodied carbon reduction potential for key building elements. Consider designing buildings for deconstruction.

Refer to LEED credit Materials & Resources: Building Life-Cycle Impact Reduction, Option 4. Whole-Building Life-Cycle Assessment for more information.

Examples of recommended materials.



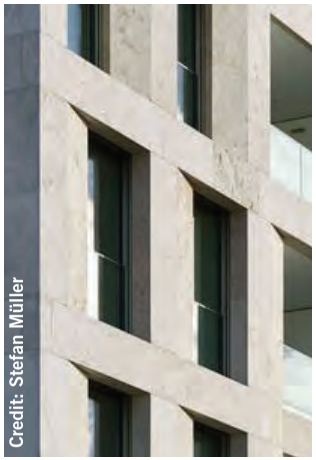
Corten steel.



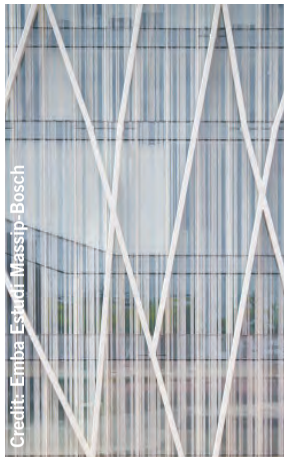
Copper cladding.

Brick in any range of colors, especially modern applications, such as this offset stacked pattern.

Wood.



Concrete or stone.



Fritted Glass.

Terra cotta.

Design Context

Buildings and public realm work together to frame an active, urban experience that draws on and connects to the surrounding context.

Buildings should not be designed as individual objects that stand on their own, but instead as contributors to the character of the streets and open spaces that they frame. The frontages that enclose a space will inform the experience along each street and alley. The frontage character proposals in this D4D are meant to enhance that concept and anchor it into a specific context.

The pages that follow provide standards and guidelines to help establish the character of key building corners, frontages, and façades throughout the site.

In the best urban neighborhoods, ground-floor uses work together with the adjacent sidewalks and public spaces to frame an interesting and diverse pedestrian experience. Together, they provide a continuous network of spaces that are active, safe, comfortable, and engaging.

Accordingly, the key to designing such spaces will be ensuring flexibility—high ceilings, ability to subdivide, strategies to add or remove doorways—such that the buildings can be adapted to different uses by different users as the city grows and changes.

6.9 Ground Floor Design

STANDARDS

6.9.1 Ground Floor Height

All non-residential ground floor spaces shall have a minimum floor-to-floor height of 15 feet as measured from grade. At least 30 percent of the cumulative PDR space pursuant to Figure 3.2.1 shall contain floor-to-floor heights of 17 feet.

6.9.2 Ground-Floor Uses

All standards and guidelines contained in Section 3.2, Ground-Floor Uses, shall apply.

6.9.3 Sidewalk Encroachment at Corners

To allow for a minimum of 5 feet clear for pedestrian movement behind curb ramps, at specific intersections, some building corners may be required to be inset at the ground floor only. See Appendix A for specific block-by-block guidance on sidewalk encroachment locations.

6.9.4 Awnings and Canopies

Where provided, awnings and canopies must be at least 8 feet above sidewalk grade. Awnings that are more than 100 feet in length (as on 23rd Street) must be at least 15 feet above sidewalk grade.

Awnings that are between 8 and 15 feet above sidewalk grade may project up to 10 feet into the public realm (including the public right of way). Awnings that are higher than 15 feet above sidewalk grade may project up to 15 feet into the public realm (including the public right-of-way).

In no instance shall awnings project beyond the width of the sidewalk they cover. Awnings shall be designed so as not to interfere with street tree canopy.

6.9.5 Transparent Frontage

Portions of frontages that contain Active Uses (per Section 3.2.3 and Figure 3.2.1) other than residential units or PDR uses shall be fenestrated with transparent windows and doorways for not less than 60 percent of the street frontage at between 2 feet and 12 feet vertical above grade, and must allow visibility of at least 4 feet in depth inside of the building.

PDR frontages shall be fenestrated with transparent windows or doors for no less than 50 percent of the street frontage from sidewalk grade up to 12 feet vertical above grade, and must allow visibility of at least 4 feet in depth inside of the building.

The use of dark, mirrored, or opaque glass shall not count toward the required transparent area.

Ground-floor transparent frontage standards shall not apply to historic or adaptively-reused buildings.

6.9.6 Gates, Railings, and Grillwork

Any decorative railings or grillwork (other than wire mesh) that is placed in front of or behind ground floor windows shall be at least 75 percent open to perpendicular view. Rolling or sliding security gates shall consist of open grillwork rather than solid material, so as to provide visual interest to pedestrians when the gates are closed, and to permit light to pass through. Gates, when open, folded, or rolled, as well as gate mechanisms, shall be recessed within, or laid flush with the building façade.

GUIDELINES

6.9.7 Longer Awnings

Awnings greater than 25 feet in length should be designed to create an intermediary scale between the pedestrian and the bulk of the building, integrated with the design of the building, and industrial in scale such that the awning is consistent in scale with other similarly sized awnings in the Third Street Industrial District.

CONSIDERATIONS

6.9.8 Storefront Design

Non-residential ground-floor frontages may be set back at least 2 feet from the sidewalk, to create a datum for storefronts to have individual expression, allow for a transitional space between store and sidewalk for window shopping, and expand opportunities for seating in the frontage zone.

Non-residential frontages should be designed with vertical and horizontal elements that can be personalized or adapted with different materials. Elements such as bulkheads, piers, signboards, and recessed entries are encouraged. In addition to allowing for individualization, these elements provide a human scale of detailing to the street experience. Vertical elements should be primary in the design of frontages, and bulkheads should be secondary, with piers coming to the ground and bulkheads recessed.

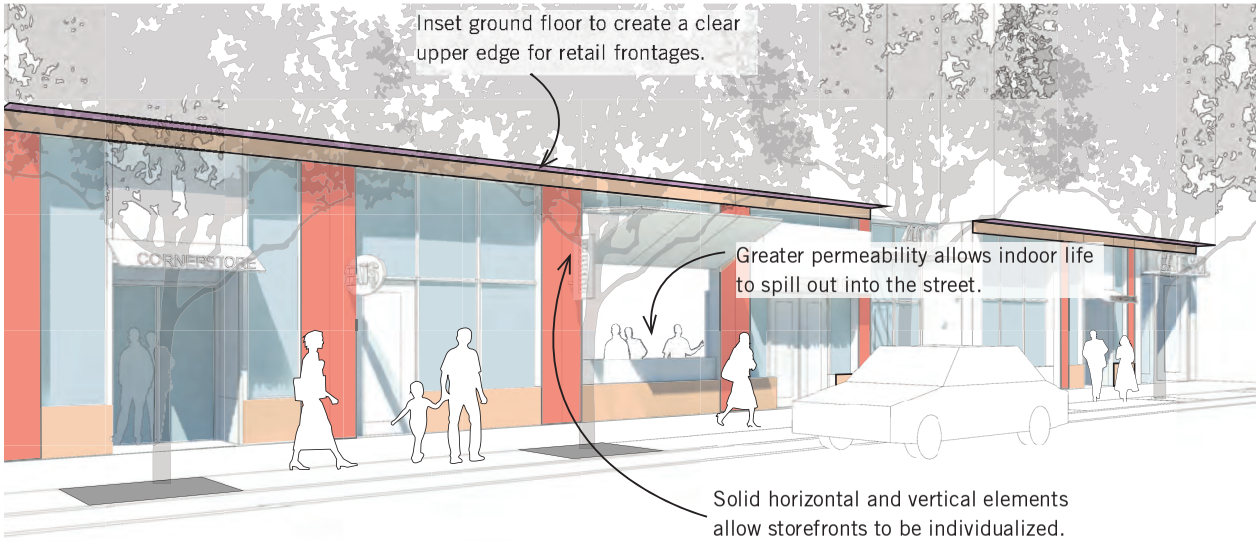


Figure 6.9.1 Ground-Floor Retail Design

Figure 6.9.1 and the image above are good examples for how to clearly make the ground floor of a building identifiable through an inset, a change in material, or a change in proportion of the façade design.

Retail frontages will be designed with elements that can be personalized.

As shown in the image above, fully glazed frontages can make it difficult for retailers to distinguish themselves, resulting in an uninteresting pedestrian experience.

6.10 Key Frontages and Corners

Certain buildings' corners and frontages warrant greater architectural design consideration, due to their prominent location in the Power Station project—as the visual terminus of a view corridor, in proximity to a landmark, or at an entrance to the site's central green. The standards and guidelines below are intended to ensure that sufficient attention be paid to such frontages and corners. The latter are designated as "Special Corners" (or "Corners"); controls for these locations coordinate all aspects of the streetscape, architecture, and program to increase the distinctiveness of the public realm, and to enhance the experience of the neighborhood.

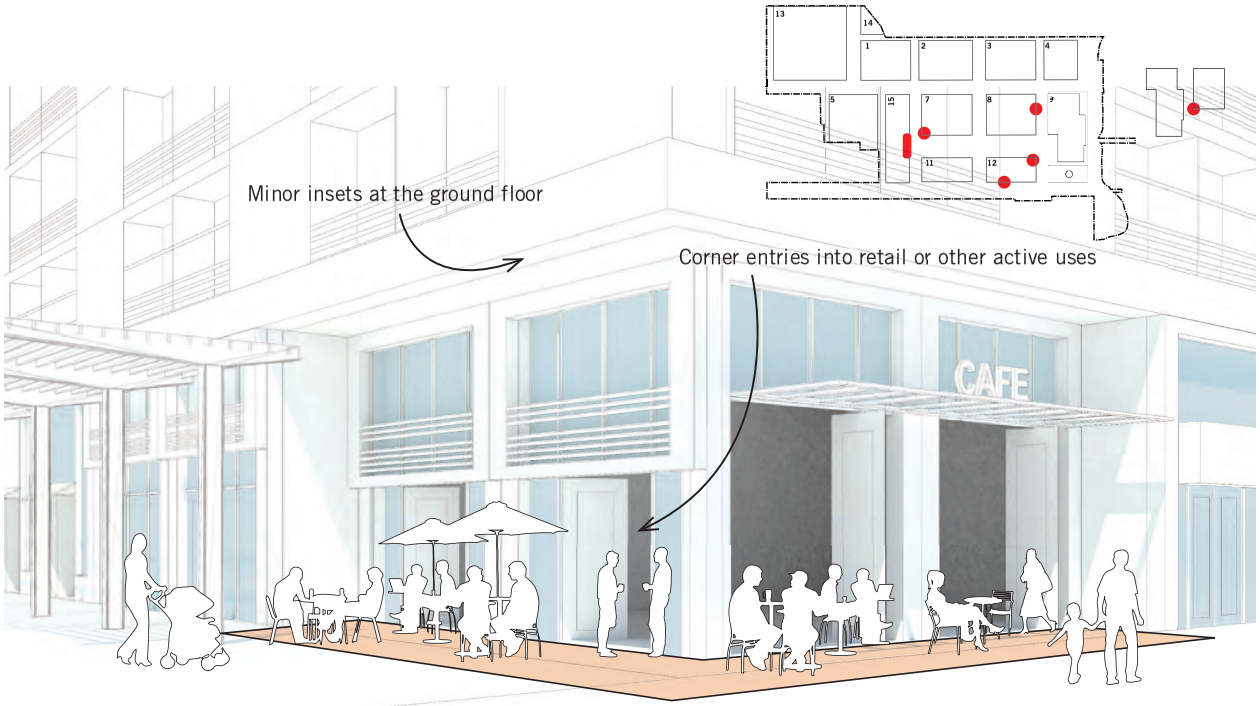


Figure 6.10.1 Key Frontages and Corners

STANDARDS

6.10.1 Block 12 Transit Support Facilities

A SFMTA Muni 55 Bus terminal stop shall be provided along the south side of Block 12, as shown in Figure 5.5.2, where up to two buses at a time may lay over, unless SFMTA determines that no such bus layover is necessary. Due to transmission line easements below the street, no structures containing permanent footings may be constructed.

The following facilities shall be located on the 23rd Street frontage of Block 12 and be consistent with Third Street Industrial District guidelines per Section 6.11:

- An indoor bathroom for Muni drivers to use during breaks;
- Public seating to be used as a transit shelter for people waiting for the bus, with a real-time information screen for expected bus arrival times and an overhead shelter. Such seating, shelter, and signage may project from the face of the building into the sidewalk area; and
- A system map.

6.10.2 Block 8 Transit Support Facilities

A shuttle stop shall be provided along the east side of Block 8, as shown in Figure 5.6.2.

The following facilities shall be incorporated into the ground floor design of Block 8, facing Maryland Street:

- Public seating to be used as a transit shelter for people waiting for the shuttle, with a real-time information screen for expected shuttle arrival times and an overhead shelter. Such seating, shelter, and signage may project from the face of the building into the sidewalk area.

GUIDELINES

6.10.3 Special Corners: Block 7

To create an invitation to Power Station Park from Louisiana Paseo, the southwest Corner of Block 7 should include at least one of the following features:

- Transparency for at least 20 linear feet on either side of the Corner at the ground floor between the heights of 2 and 15 feet above sidewalk grade, such that views of Power Station Park may be perceived prior to turning the Corner. The transparent Corners may count towards Transparent Frontage requirements;
- Building shaping, such as a chamfer or rounding of Corners; or
- Architectural detailing that emphasizes the importance of this Corner.

Credit: Nicholas Venezia

Corner retail helps activate the street and promote engagement with the public realm.

Credit: Diana Arnau

Building corners should bring a heightened level of visual interest to emphasize the importance of street intersections.

Credit: Skidmore Owings & Merrill

Face of building provides an important visual terminus and focal point.

6.10.4 Special Corners: Block 9 without Unit 3

Block 9 without Unit 3 should be a standout, signature waterfront building that is well-designed with use of high-quality materials commensurate with its waterfront location against the iconic Stack.

To create an open and inviting entrance to the Waterfront Open Spaces and Stack Plaza from Delaware Street and Power Station Park, the southwest corner of Block 9 without Unit 3 should use high-quality materials, such as brick, concrete, copper, steel, glass, and wood, and in addition should include volumetric shaping of the area within 15 feet of said corner with architectural treatments including but not limited to chamfers, round edges, setbacks, and/or protrusions to highlight views or relate to the shape of the Stack from the public realm.

6.10.5 Special Corners: Block 12

To frame the view of the Stack, the northeast Corner of Block 12 should include the use of high quality materials, such as brick, concrete, copper, steel, glass, and wood, and in addition should include volumetric shaping of the area of a building within 15-feet of said corner of Block 12 with architectural treatments including but not limited to chamfers, round edges, setbacks, and/or protrusions to highlight views or relate to the shape of the Stack from the public realm.

6.10.6 Block 15 Eastern Façade

The eastern façade of Block 15 serves as an important terminus of Power Station Park and should be designed with high quality materials. In addition, if the eastern wall of Station A is not retained, the eastern façade of Block 15 shall be approved at the discretion of the Planning Director and comply with the following criteria:

At least 60 percent of the eastern façade of Block 15 framed by the southern façade of Block 7 and the northern façade of Block 11 should include a volumetric projection, which must:

- Be an inviting, unique, and iconic architectural form that serves as a visual beacon to the Power Station Park for people entering the site from 23rd and Humboldt Streets, as well as serves as a fitting visual anchor on the west end of the park and counterpoint to Unit 3. The form must express a creative and exceptional architectural massing feature that achieves a projection of approximately 10 feet in plan from the primary façade of the building and is at least 5 stories;
- Be materially differentiated from the rest of the building;
- Complement the architectural language of both the new and retained elements of Unit 3 (if Unit 3 is preserved);
- Be permeable and open to pedestrians if the projection reaches the ground floor, in which case a design permitting pedestrian access to upper levels of the projection from Louisiana Paseo should be considered;
- Include a public use such as a library / media center, museum, open space or assembly space designed with an inviting public entrance from Louisiana Paseo/ Power Station Park that relates to the design of the architectural projection described above; and
- Provide a pedestrian passage way between Louisiana Paseo and Georgia Lane that is no less than 20 feet wide and 30 feet tall;
- Any building constructed within the MId-Block Alley on Block 15 without Station A shall be set back at least 5 feet from the eastern and western faces of the building; See Section 4.30 Louisiana Paseo for supportive amenities of the public use on Block 15, if the eastern wall of Station A is not retained.

6.11 Third Street Industrial District Frontages

Note: The frontage of Station A on 23rd Street is not subject to the controls listed in Section 6.11 if the walls of Station A collapse or are otherwise damaged beyond repair.

The western façades of new buildings fronting Illinois Street, the southern façades of new buildings fronting 23rd Street, and the eastern and/or southern façades of new buildings fronting the Stack are facing contributors to the Third Street Industrial District. The following standards and guidelines will ensure that new buildings respond to and reinforce the character of this district. Unless otherwise stated, these standards and guidelines apply to all frontages specified in Figure 6.11.1. For reference, an excerpt of the *Historic Resource Evaluation–Part 2*, containing character-defining features of the District and its contributors, is included as Appendix F of this D4D.

Standard 9 of the *Secretary of the Interior's Standards for Rehabilitation* ("Secretary's Standards") guides all standards and guidelines in this section. Standard 9 states that new work shall be differentiated from the old and be compatible with the massing, size, scale, and architectural features to protect the integrity of the historic district and its environment. Compliance with Standard 9 is achieved through the design controls set forth in this section.

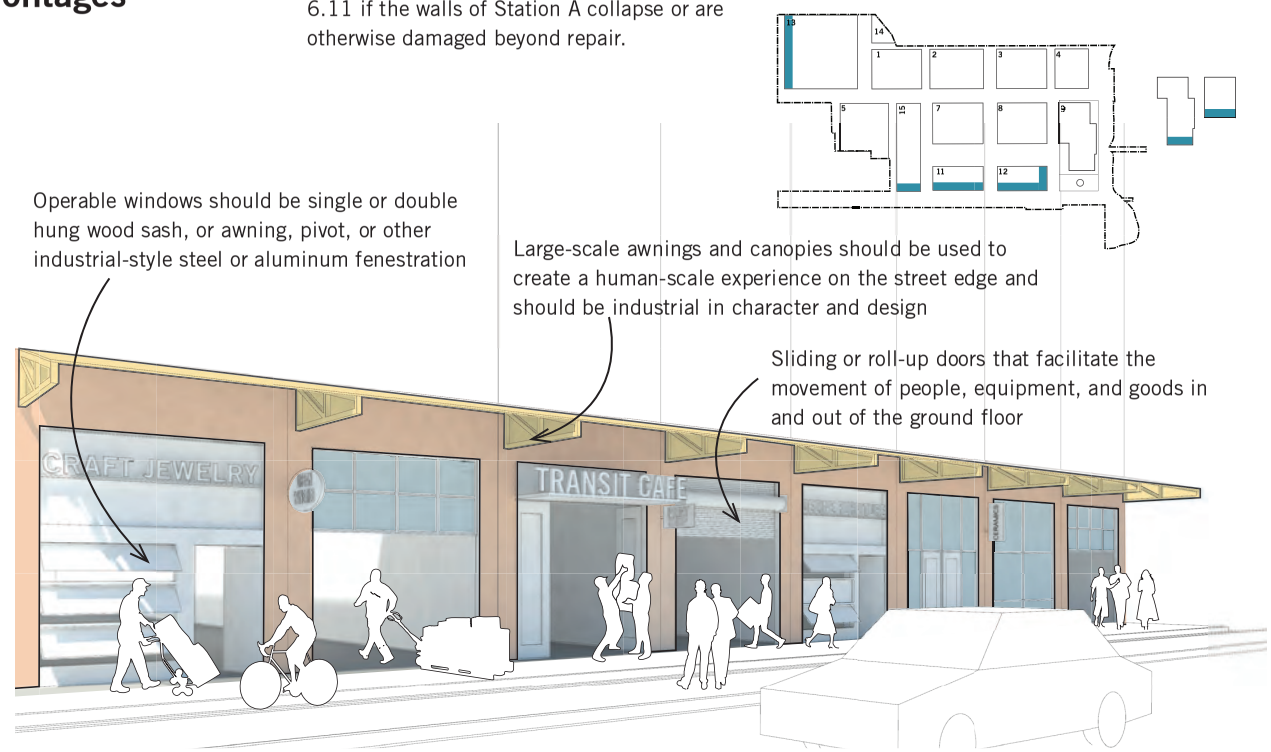


Figure 6.11.1 Third Street Industrial District Frontages

STANDARDS

6.11.1 Third Street Industrial District Ground Floor Height

On the Frontages of Blocks 11 and 12 facing the 23rd Street Sugar Warehouses, and Block 13 facing the American Industrial Center all ground-floor spaces shall have a minimum floor-to-floor height of 15 feet as measured from grade. At least 30 percent of the cumulative PDR space pursuant to Figure 3.2.1 shall contain floor-to-floor heights of 17 feet. See also Standard 6.9.1.

6.11.2 Third Street Industrial District Height and Massing

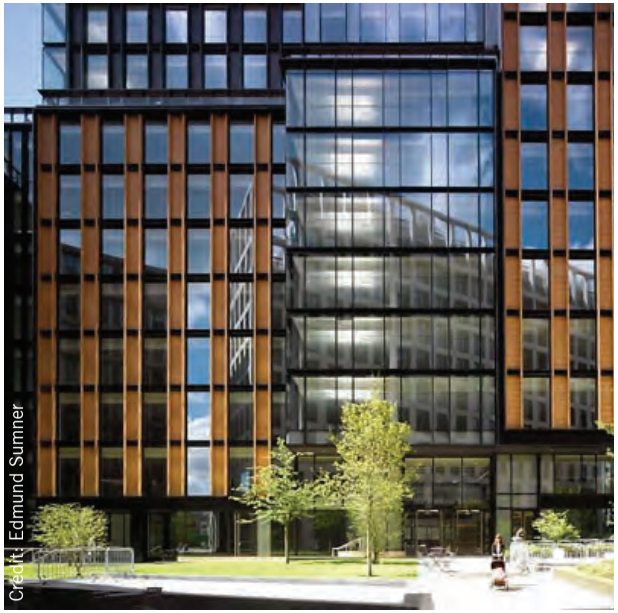
In order for 23rd and Illinois Streets to appear balanced on either side, new construction shall respect existing heights of contributors to the Third Street Industrial District by including an upper level 10-foot setback at 65 feet on Block 15, and 70 feet on Blocks 11 and 12, as required by Section 6.4.1 Building Setbacks.

6.11.3 Third Street Industrial District Awnings

To reference the industrial awning at the westernmost Sugar Refinery Warehouse, an awning shall be provided on the southern façades of Blocks 11 and 12 that face 23rd Street, and the southern facade of Station A if

Openings can turn the corner adding lightness and transparency at the corners of a building with punched openings.

Well-proportioned panels create a hierarchy of scale within the façade patterning. The recessed entrance provides a focal point.



Modulation and articulation relate to structural bays, interior floor-to-floor heights, and activities within.

the southern Station A wall collapses or is otherwise damaged beyond repair. Such awnings shall be provided at a height of 15 to 25 feet above sidewalk grade, and may project up to 15 feet into the public realm.

For Block 13 Frontages facing Illinois Street, canopies and awnings shall only be located at the retail land use at the corner of Illinois and 22nd streets.

The character, design and materials used for such awnings on Blocks 11, 12, and 13 shall be industrial in character and design, per these criteria:

- They shall be flat or pitched, and shall not be arched. The functional supporting structure and/or tieback rods shall be clearly legible (i.e., remain apparent to the observer);
- Materials used for canopies and awnings shall be utilitarian. Suggested materials include wood, standing seam or louvered metal panels, and corrugated metal.

6.11.4 Third Street District Fenestration

Operable windows shall be single or double hung wood sash, awning, pivot, or other industrial style steel or aluminum fenestration. Casement windows shall be avoided at lower building massing. Divided lite windows are appropriate.

Ground level glazing shall incorporate transom windows if not utilizing roll up or full height sliding doors.

Upper level glazing shall consist of regular repeated punched openings with divided lite windows. Punched openings shall be rectangular in proportion; an exception is the use of segmentally arched openings if the building material is brick.

6.11.5 Third Street District Building Rooftops

Rooftops shall reflect the historic industrial character of the district and include flat, monitor, or shallow shed roofs. Gable or hipped roofs shall be avoided as primary features.

GUIDELINES

6.11.6 23rd Street and Illinois Street Frontages

Façades of new construction on 23rd Street and Illinois Street should relate to adjacent historic industrial buildings, and should adhere to the following guidelines:

A) Architectural Features

Regularly-spaced structural bays should be expressed on the exterior of the lower massing through the use of rectangular columns or pilasters, which reference the rhythm of loading docks on the Western Sugar Refinery Warehouses and American Industrial Center Southern Extension. Widths of bays should not exceed 30 feet on-center.

Architectural features such as cornice lines, belt courses, architectural trim, or change in material or color should be incorporated into the building design to reference heights and massing of the Western Sugar Refinery Warehouses on 23rd Street and American Industrial Center on Illinois Street at areas of the façade that are not required to be set back per Section 6.4.

B) Bus Shelter

The bus shelter should be utilitarian in materiality and designed to reflect the industrial nature of the nearby Western Sugar Refinery Warehouse buildings. The bus shelter should be coordinated with the building design on Block 12. (See also Section 6.10.1 Block 12 Transit Support Facilities).

6.11.7 Third Street District Openings

To the extent allowed by the Department of Public Health, large doors, such as sliding or roll-up doors that facilitate the movement of people, equipment, and goods in and out of the ground floor of these buildings should be incorporated along 23rd Street and Illinois Street.

6.11.8 Block 9 with or without Unit 3

Block 9 with or without Unit 3 must additionally comply with the following guidelines:

- Design new construction, with or without Unit 3, to be standout architecture—a signature building set within the site's signature open space.
- Design new construction at Block 9, with or without Unit 3, to interact meaningfully with surrounding open spaces and provide permeability through the building's ground floor, allowing pedestrian access directly through the building from its entrance facing Delaware Street to its entrance facing Waterfront Park (see Section 6.15.1). Said entrances should be no less than 15 feet in width.
- A publicly-accessible restroom must be provided.

CONSIDERATIONS

6.11.9 Block 9 with or without Unit 3: Retained Elements

Block 9 with or without Unit 3 should consider the following:

- Consider retaining the existing exhaust infrastructure connecting Unit 3 with the Stack and incorporating it into the new structure;
- Consider preserving other elements of Unit 3 in the new structure on Block 9.

6.12 Existing Buildings within the Third Street Industrial District: The Stack

The Stack is a recognizable and well-loved icon of the Central Waterfront, visible from many places around the city. Its historic purpose was as a smokestack for the emissions of the Unit 3 power station when it was operational. This building will be retained as an icon for the site, and the intent for the building is that it can be adaptively reused in any number of ways that will add interest and create a destination along the waterfront.

STANDARDS

6.12.1 Repair and Seismic Retrofit

Structural and/or seismic upgrades to the interior or exterior of the Stack to ensure safety and resilience of the structure shall be permitted. Such upgrades may include painting (to match existing), installation of carbon-fiber sleeves, and other structural reinforcements as necessary. Exterior upgrades shall not alter the exterior form, including the character-defining features listed in Section 6.12.2, except as permitted in Sections 6.12.3 and 6.13.8.

6.12.2 Character-Defining Features

The following features of the Stack are considered character-defining and shall be maintained:

- Reinforced concrete construction
- Tapered form
- 300-foot height
- Crow's nest walkway
- Exterior metal ladder
- Red paint

GUIDELINES

6.12.3 Building Access

Up to two penetrations are allowed on the ground floor, allowing for ingress and egress. Each may be no larger the 12 feet wide and 10 feet high.

Penetrations to allow for an occupiable connection between the Stack and Unit 3 to reinforce the stack are permitted on upper stories, provided that the connection is sculpted and designed in a manner that relates to the Stack and its features, and complies with dimensions per Sections 6.13.8 and 6.14.7.

6.12.4 Public Art

The interior of the Stack may be painted or otherwise decorated as public art. Public art installations on the exterior are limited to light installations.

Image looking from the base of the stack toward the top.

6.13 Existing Buildings within the Third Street Industrial District: Unit 3

STANDARDS

6.13.1 Unit 3 Retained Features

If Unit 3 remains and is repurposed as a hotel or residential building, the following existing features must be retained:

- Exterior visibility of at least 50 percent of the steel gridded frame of the Unit 3 structure (as illustrated in Figure 6.13.1 and Figure 6.13.2), with a minimum visibility of 75 percent of the southern and eastern facades. However, transparent materials, including glass, are permitted to cover up to 45 percent of the visible exterior of the Unit 3 structure. Such transparent materials, to the maximum extent feasible, shall have high transparency and low reflectivity;
- The height of the existing Unit 3 structure (131');
- Exterior visibility of the 143-foot tall, concrete elevator shaft; and
- The following features of the eastern façade of the office structure, as shown in Figure 6.13.2: the vertical concrete patterning, the metal panel cladding and glazing pattern, and the façade's solid-to-void ratio.

6.13.2 Waterfront Access Corridor (Turbine Plaza)

A corridor for visual and physical access between Delaware Street and the waterfront must be provided. A portion of the corridor may be enclosed and serve as common space within the hotel, so long as the corridor is open to the public and provides a direct connection between Delaware Street and the waterfront. The unenclosed portions of the corridor serve as outdoor open space. Turbine Plaza extends from Delaware Street to the Bay Trail. At minimum, the corridor must meet the following criteria:

- Have a minimum width of 70 feet;
- Have at least 65 percent of the area open to the sky exclusive of obstructions permitted within setbacks pursuant to Planning Code Section 136 and existing structure(s). Portions of the corridor that are not open to the sky may be enclosed;
- Have a minimum clearance height of at least 25 feet above grade;
- Provide visual access between Delaware Street and the waterfront, with the eastern and western facades of any enclosed portion of the corridor being at least 85 percent transparent;
- Provide pedestrian access between Delaware Street and the waterfront, with the eastern and western facades of any enclosed portion of the corridor having large and obvious doors that welcome the public to cross through any enclosed area;
- Be publicly accessible at times when it is reasonable to expect substantial public use;
- Encourage pedestrian use by allowing furniture, including tables, chairs, umbrellas, heat lamps, planters, and other amenities; and
- Provide ample pedestrian lighting to ensure pedestrian comfort and safety;
- Limit enclosed portions to approximately 95 feet in width (the distance between the existing Unit 3 structure to the south and new addition of the north of Turbine Plaza) and 72 feet in length (35 percent of the length of Turbine Plaza).

6.13.3 Unit 3 Gross Floor Area

The total gross square footage of all buildings on Block 9 shall not exceed 241,600 square feet.

6.13.4 Unit 3 Height

If Unit 3 remains and is repurposed as a hotel or residential building, the maximum building height on the block shall be limited to 85 feet, except for existing portions of the building to remain, including the steel gridded frame at 131 feet and concrete elevator shaft at 143 feet tall. In addition to those features listed in Section 6.2.4, the following features shall be exempt from height:

- Enclosed space related to the recreational and/or Retail use of the roof on the existing Unit 3 structure and new northern addition, provided that each space does not exceed 5,000 square feet. The enclosed space on top of the existing Unit 3 structure is exempt from the minimum setback ratio of 1:1.2 required on the rooftops of other buildings up to 100 feet in height.

6.13.5 Unit 3 Setbacks

Setbacks from the property line commencing at the ground level are required along the eastern, western, southern, and northern Frontages of Block 9, as indicated on Figure 6.4.5, with certain permitted obstructions including pump house, awnings and canopies permitted under Section 6.9.4, furnishings permitted in Outdoor Café and Restaurant Seating and Outdoor Food Service Zones, Section 4.9, and obstructions permitted within setbacks pursuant to Planning Code Section 136. The Unit 3 Public Passenger Loading and Fire Access lane are also permitted within this setback area, as shown in Figure 4.23.1, items 1 and 2. Refer to A.9 for detailed diagrams depicting setbacks.

6.13.6 Unit 3 Ground Floor

Active Uses shall be provided on the ground floor, consistent with Section 3.2.3 and Figure 3.2.1.

Unit 3 Frontages with Active Uses shall be fenestrated with transparent windows and doorways for not less than 60 percent of the street frontage at between 2 feet and 12 feet vertical above grade, and must allow visibility of at least 4 feet in depth inside of the building.

6.13.7 Unit 3 Additions

Building alterations, including horizontal and vertical additions to the structure are permitted provided that such additions comply with all other applicable provisions of this D4D, including compliance with Sections 6.11, Third Street Industrial District controls, 6.4, Building Setbacks, 6.6 Building Modulation, etc.

6.13.8 Above-grade Pedestrian Connections

Enclosed above-grade pedestrian connections are permitted between the existing Unit 3 structure, the Stack, and/or other buildings or structures on Block 9, as long as they meet the following conditions:

- If an above-grade connection between the existing Unit 3 structure and any new additions on Block 9 is constructed, it shall not exceed one story in height (no more than 15 feet tall);
- If constructed at approximately the third story (see Figure 6.13.4), the above-grade connection shall not exceed 50 feet in width;
- If an above-grade connection is provided above the third story, it shall not exceed 30 feet in width, including the width of existing structures (such as the gantry crane);

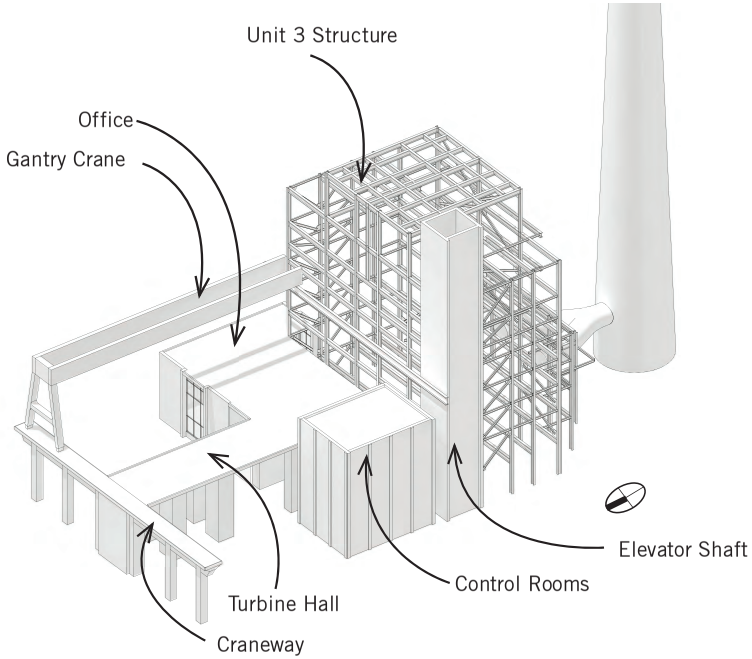


Figure 6.13.1 Components of Unit 3

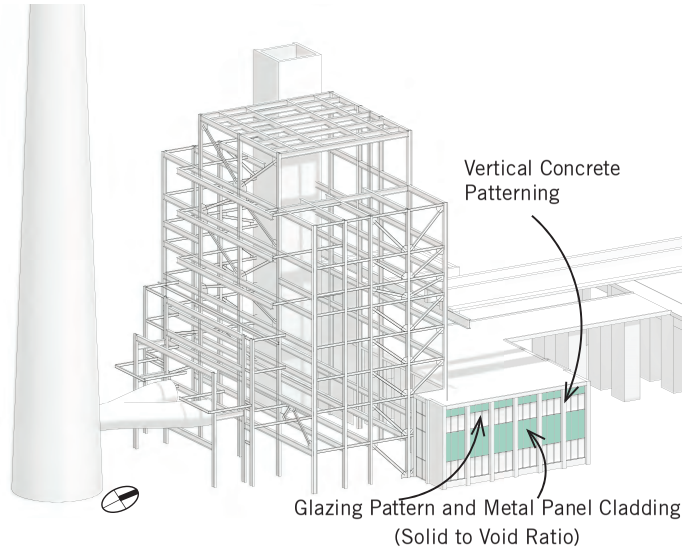


Figure 6.13.2 Components of Office Structure

6.13.8 Above Grade Pedestrian Connections, continued

- There shall be at least a two story separation between each above-grade connection;
- Maximum diameter or width of connection is 15 feet - unless adaptively reusing an existing connection between the Stack and Unit 3, in which case, the existing diameter shall not be exceeded;
- Terminate at an opening on the northern surface of the Stack and to the building face of the southern side of Unit 3. The connection shall not extend around the Stack's perimeter if connected to the Stack, unless the perimeter connection is necessary for seismic support of the Stack.
- If an enclosed, above-grade connection between Unit 3 and the Stack above the third story is provided, seismic support for the Stack must also be provided. Note: Only one such connection is permitted, and only if other seismic reinforcement strategies prove infeasible.

In addition:

- Any connections may be left open to the sky;
- Windscreens up to 10 feet in height are permitted for any connections that are open to the sky;
- Such connections may also contain programming for the primary use of and/or be accessory to the Unit 3 structure; and
- For the connection above the third story, if the gantry crane is retained, at least 50 percent of the crane's steel structure that is north of the control room, on the west face of the crane, shall be unobstructed by any new additions, including glass. With the exception of required safety railings, bracing, or necessary structural reinforcement, and existing structures and/or features of the crane, 100 percent of the steel structure on the east face of the crane shall be visible.

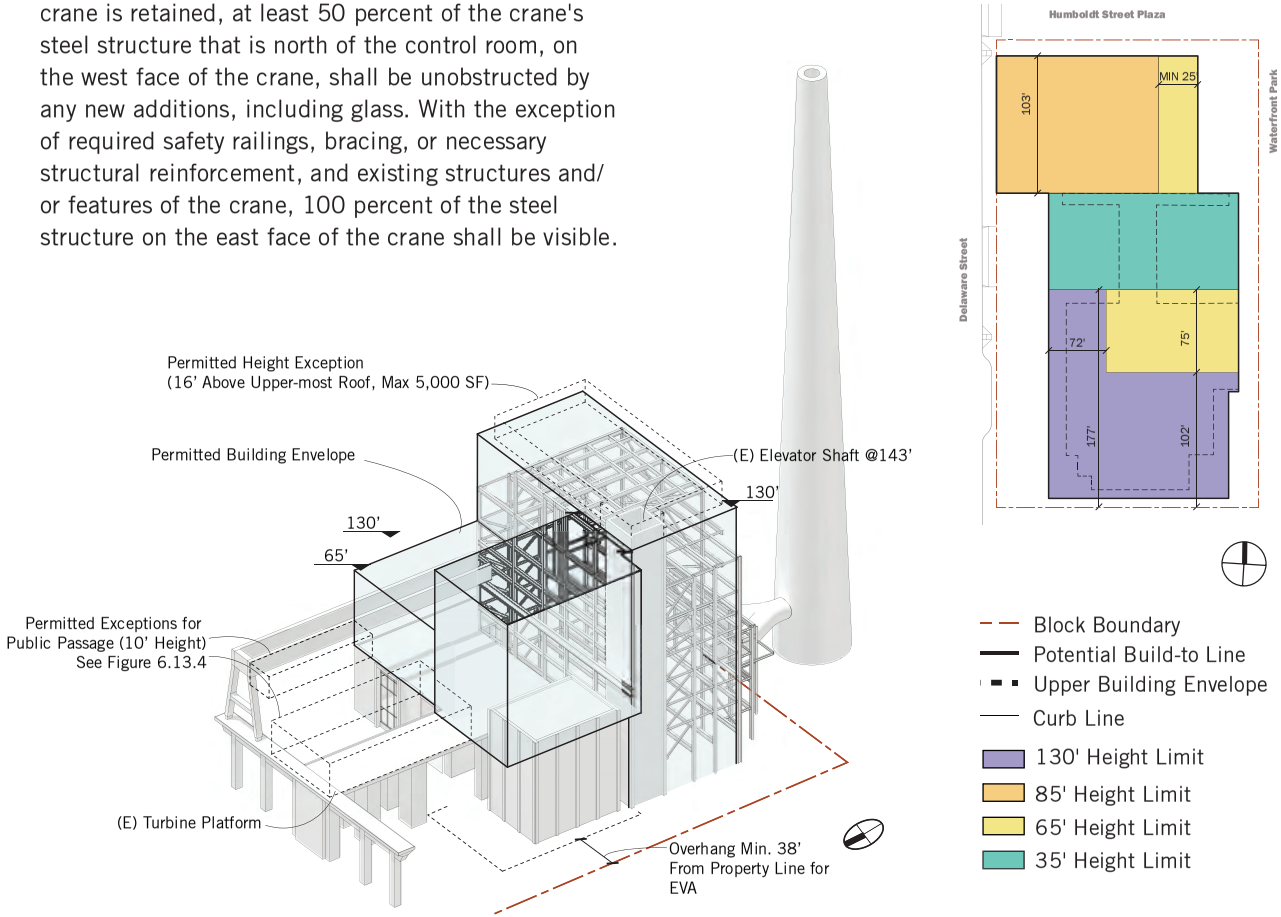


Figure 6.13.3 Unit 3 Massing and Block 9 Height Diagram

CONSIDERATIONS

6.13.9 Unit 3 Retained Features

In addition to the retained features listed above under the standards for Block 9, the following features should be considered for retention where feasible:

- The exhaust tubes connecting Unit 3 and the Stack;
- Concrete construction and exposed infrastructure that expresses industrial character;
- Gantry Crane;
- Turbine Hall.

6.13.10 Unit 3 Additions or New Buildings

Additions or any new-construction on Block 9 should be carefully designed to be high quality in construction but modest in character, so as to not draw attention from the primary steel frame structure of Unit 3.

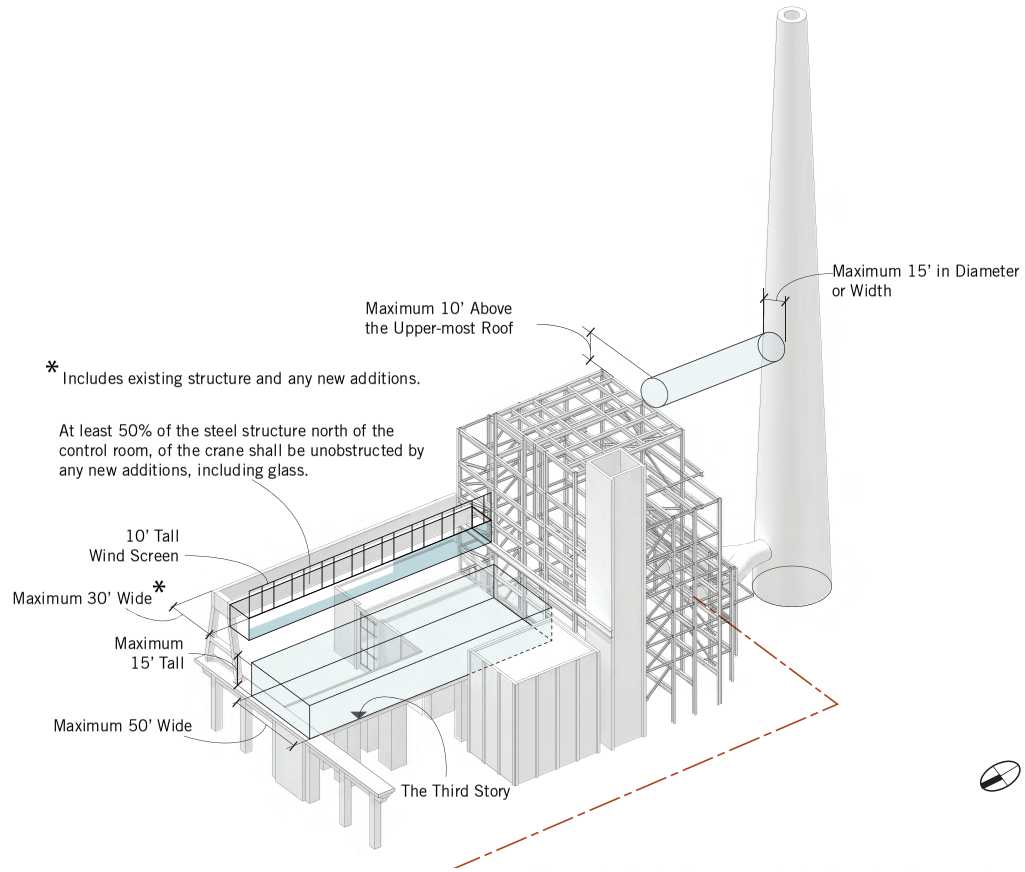


Figure 6.13.4 Above-grade Pedestrian Connections

6.14 Existing Buildings within the Third Street Industrial District: Station A

STANDARDS

6.14.1 Station A Retained Features

Station A shall retain, at minimum, the following walls, for the full existing height of the walls (see Figure 6.14.1):

- The southernmost 250 feet of the western wall;
- The southern wall;
- The eastern wall, and
- The easternmost 60 feet of the northern wall.

Station A is an unreinforced masonry building, which is prone to collapse in earthquakes. Accordingly, there is a chance that Station A could collapse prior to an adaptive reuse project of Station A being constructed.

Given the paramount importance of the building's brick walls to the character of the Project Site, if Station A is damaged by an earthquake or otherwise, any remaining portions of the above-listed walls shall be retained in place and incorporated into the Station A project. If Station A is damaged so severely that 30 percent or less of the above listed walls remain, the following would apply: Standard 3.2.3 "Active Use Frontages," to the degree feasible, and Setbacks per Figure 6.4.5 "Building Setbacks, except without the exemption permitted by Standard 6.4.4 "Station A Exemption. Further, a Mid-block Alley shall be required unless more than 30 percent of the eastern wall is retained, or if retained portions physically preclude its construction. If none of the eastern wall remains, Guideline 6.10.6 shall apply.

6.14.2 Station A Openings

New windows, fenestration or other openings are permitted for up to 30 percent of the total area of the existing wall or walls retained pursuant to Section 6.14.1. Existing windows, fenestration and/or other openings shall not count against the permitted 30 percent. No more than 20 percent of the total permitted fenestration Area above the ground floor may be contiguous.

6.14.3 Station A Projections

Projections are permitted provided that they do not exceed 30 percent of the total area of the streetwall, or extend more than 10 feet beyond the existing footprint of Station A. See Section 6.14.12 for recommended locations for such projections.

6.14.4 Station A Enclosures

Up to 30 percent of the walls retained pursuant to 6.14.1 may be enclosed by an atrium, light court, or other transparent structure that extends no more than 10 feet beyond the existing footprint of Station A provided that such structure is at least 80 percent transparent and provides a programmatic element that is open to the public, such as but not limited to, viewing platform(s), ground floor retail, atrium and/or a combination of such elements.

6.14.5 Sculpting of Addition to Station A on Block 15

New construction on Station A is allowed up to 145 feet in height along the northern half and 160 feet on the southern half of the building, as shown in Figure 6.2.3.

New construction on Block 15 above the height of the existing Station A walls shall achieve a 15% reduction in overall exterior volume for all mass above the Station A walls. The reduction shall apply relative to a baseline floorplate of 47,089 square feet (ie the footprint of Station A) for construction up to 145 feet and a baseline floorplate of 24,955 square feet for construction between 145 feet and 160 feet. Assuming the existing Station A walls are an average of 65 feet in height, the overall volume allowed above shall be calculated as follows:

A	Floorplate up to 145' x height between Station A walls and 145' = Volume A	47,089 square feet x 80 feet = 3,767,120 cubic feet
B	Floorplate above 145' x height above 145' = Volume B	24,955 square feet x 15 feet = 374,325 cubic feet
C	A + B = total volume	3,767,120 cubic feet + 374,325 cubic feet = 4,141,445 cubic feet
D	C x 0.85 = maximum buildable volume	4,141,445 cubic feet x 0.85 = 3,520,228 cubic feet
E	C x 0.15 = required volumetric reduction	4,141,445 cubic feet x 0.15 = 621,217 cubic feet

The 15% reduction may be achieved by providing setbacks, a Vertical Hyphen, or a combination of these or other sculpting strategies. The purpose of sculpting the vertical addition above the existing Station A structure is to:

- Differentiate its mass from the existing Station A structure below;
- Reduce its mass to ensure that development on Block 15 does not overwhelm adjacent open spaces and sensitively responds to its immediate context, including adjacent structures, streets, open spaces, and to the existing walls of Station A itself, and;

- Sculpt its mass with an architectural expression that distinguishes Block 15 as a high-quality, character-defining element of the site's urban design.

A project applicant may request and the Planning Director may grant a waiver from the 15% reduction requirement if the Planning Director determines that new construction on Block 15 above the height of the Station A walls demonstrates superior design quality consistent with the provisions of Planning Code Section 249.87 and with the sculpting purposes described immediately above in this Section 6.14.5.

Where a Vertical Hyphen is utilized as a design element, it shall be at least 10 feet in depth and at least one story in height beginning at the height of the cornice of the existing walls of Station A.

Projections in new construction above the existing Station A walls are permitted per Planning Code Section 136 for Streets, Alleys, and Useable Open Space, except that such projections shall be measured from the outer face of the existing Station A walls that faces a street, alley, or open space. To allow for the possibility of a design response that results in a superior design consistent with the provisions of Planning Code Section 249.87 and the sculpting purposes described above in this Section 6.14.5, the Planning Director may approve projections on the eastern wall of Station A (facing Louisiana Paseo and Power Station Park) that deviate from Planning Code Section 136 provided that no projection extends farther than 10 feet beyond the outer face of the existing Station A walls and that projections are limited to no more than 25 percent of the square footage of the building face above the existing Station A walls.

6.14.6 Station A Ground Floor

Minimal Active Use controls pursuant to Figure 3.2.1 apply to the ground floor of Station A, to allow for maximum preservation. However, any windows or fenestration at the ground floor shall be 75 percent transparent and shall not be obstructed by interior furnishings. Active Use controls shall apply to portions of the building where the existing walls of Station A are not retained and along the Frontage directly fronting Power Station Park.

6.14.7 Above-grade Pedestrian Connection between Station A and Block 11

To facilitate the preservation of Station A, an above-grade pedestrian connection between Station A and Block 11 is permitted at the discretion of the Planning Director provided that the connection:

- Is sculpted and detailed with an architectural expression that sensitively responds to both the Station A walls and the new construction on Blocks 15 and 11;
- Helps create a welcoming and public entrance to Lousiana Paseo and Power Station Park beyond while minimizing shadowing impacts to these open spaces to the greatest extent possible;
- Is set back at least 10 feet from the southern faces of Station A and Block 11, and 20 feet from the northern face of Block 11;
- Is set back at least 5 feet on either side of the uppermost level of the connection so as to appear to be tapered, or otherwise sculpted to appear less bulky, and;
- Is no taller than 30 feet or two stories, whichever is greater.

In addition to pedestrian passage, connections are permitted to contain programming related to the principal or accessory use of Station A and Block 11.

GUIDELINES

6.14.8 Station A Additions

Additions to Station A shall be constructed with high quality materials and finishes per Section 6.8. New additions should be designed to complement and be harmonious with the existing Station A walls. The materials used for new construction shall be differentiated yet compatible with the existing Station A wall materials. Additionally, new additions to Station A can be volumetrically distinct yet should complement the existing walls and/or features. While not incorporated into this D4D and made applicable to the Power Station project, the Retained Elements Guidelines may be a resource: *https://sfplanning.org/project/retained-elements-design-guidelines#info*.

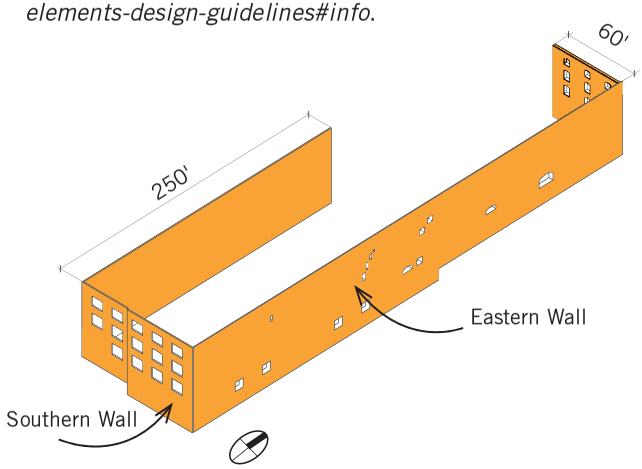


Figure 6.14.1 Station A Retained Features

6.14.9 Station A Train Door

The historic "Station A" train door should be repurposed as an important entry in the building, and considered as part of the building's arrival sequence.

6.14.10 Station A Walls and Vertical Addition Transition

Where a Vertical Hyphen or setback is not utilized to transition between the existing Station A walls and the vertical addition above, a transition shall be employed that provides appropriate distinction between the old and new structures. See the San Francisco *Retained Elements Design Guidelines* for approaches that may be appropriate in this context.

CONSIDERATIONS

6.14.11 Station A Ground Floor

To better activate Louisiana Paseo, consider providing Active Uses for the eastern Frontage directly facing the Paseo.

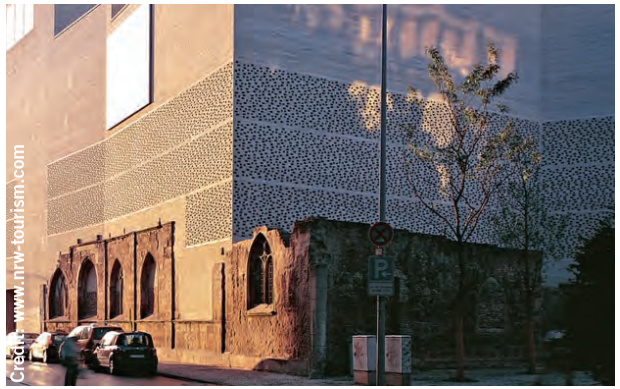
6.14.12 Relationship to Power Station Park

Consider the building's relationship to Power Station Park, and encourage interaction between the building and the park with features such as a publicly accessible atrium or open space.

6.14.13 Historic Penetrations

Where projections, entrances, or other architectural features are incorporated on retained historic façades, consider relating the location of such features to the locations on the façade where penetrations historically existed to maximize preservation of the structure and retain character-defining features (see Appendix F).

The Caixa Forum demonstrates an addition with a material contrast.



The Kolumba Museum demonstrates material contrast, but with a complementary, harmonious addition.

An example of the first vertical hyphen alternative described in Section 6.14.5.

The Hamburg Philharmonic is an example of a volumetrically distinct, yet complementary addition.

The Restoration Hardware store in New York is an example of an addition with harmonious materials.

An example of the second vertical hyphen alternative described in Section 6.14.5.

6.15 Park Frontages

Building frontages facing Power Station Park and Waterfront Open Spaces are opportunities for architecture that will be inviting and create a sense of arrival and interest.

Third Street Industrial District frontage controls will also apply to specific Power Station Park and the Waterfront Open Spaces frontages as indicated in Figure 6.11.1.

STANDARDS

6.15.1 Waterfront Access at Block 9

The design of Block 9 without Unit 3 shall allow for direct pedestrian passage through the building from its entrance facing Delaware Street to its entrance facing Waterfront Park. See Section 6.13.2 for requirements related to the Waterfront Access Corridor at Block 9 with Unit 3 (also known as Turbine Plaza) and Section 6.11.8 for waterfront access guidelines for Block 9 without Unit 3.

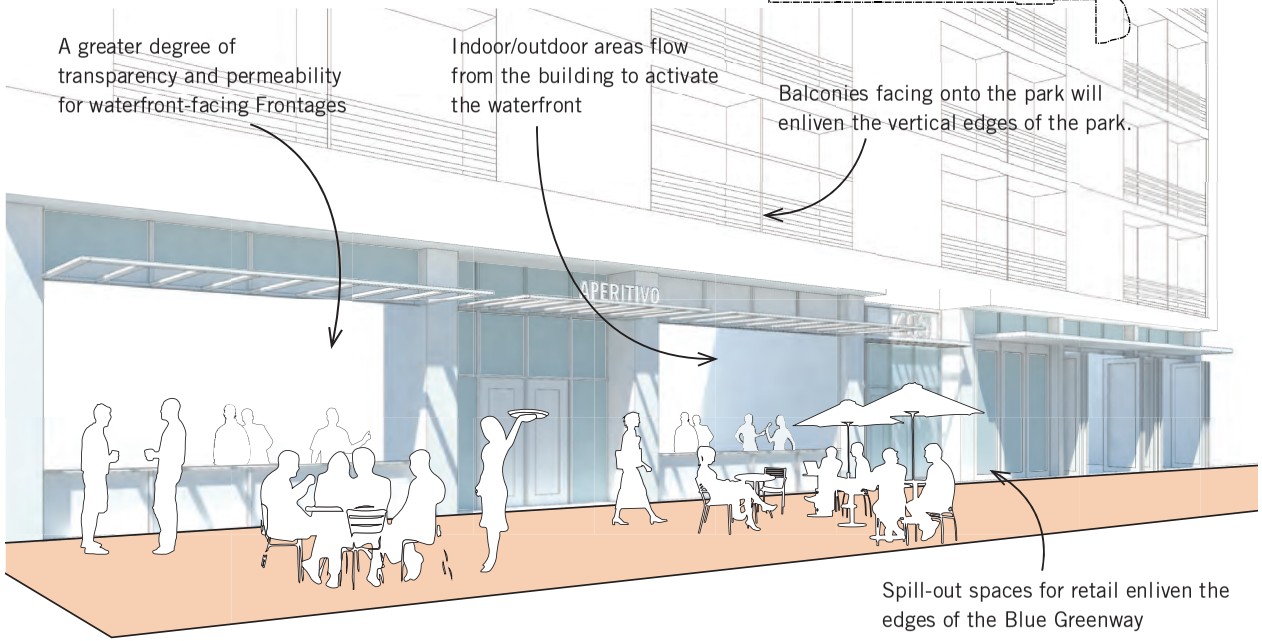


Figure 6.15.1 Park Frontages

CONSIDERATIONS

6.15.2 Permeability

Use of accordion doors, roll up doors, and other ways to increase permeability between indoor and outdoor uses is encouraged.

6.15.3 Historic Shoreline

Buildings may include references to the historic shoreline that runs through the eastern portion of Power Station Park, utilizing shifts in building planes, changes in material, or other interpretive design elements.

6.15.4 Balconies and Terraces

Building frontages facing Power Station Park and Waterfront Open Spaces are an ideal location for generous balconies and terraces, which will enliven the built edge of the waterfront. The design of these frontages may incorporate large overhangs and balconies as an integral part of the design concept.

6.15.5 Pedestrian Passages

Building frontages facing Power Station Park and Waterfront Open Spaces are ideal locations for transparent building atria that form connections through buildings from the Park or Waterfront to surrounding streets.

Façades that can be folded away create a sense of connection between the indoor and the outdoor environment.

This waterfront building uses the structure at the building edge as a way to frame inviting indoor/outdoor spaces.

Larger-scale moves at the ground floor create an emphasis on the public nature of the uses.

This waterfront building frontage is designed to be very permeable with many balconies and an indoor-outdoor ground floor that spills out and activates the adjacent wharf.

6.16 Residential Character

Residential buildings may be characterized by a finer-grained pattern of small-scale stoops and entryways. These intermediate spaces are neither fully private nor fully public, creating a comfortable social interval between a unit and the street. Where stoops are large enough to be occupied, they can provide an opportunity for casual interaction between neighbors and with passersby.

San Francisco's draft *Ground Floor Residential Design Guidelines* may serve as a reference for additional approaches to ground-floor design.

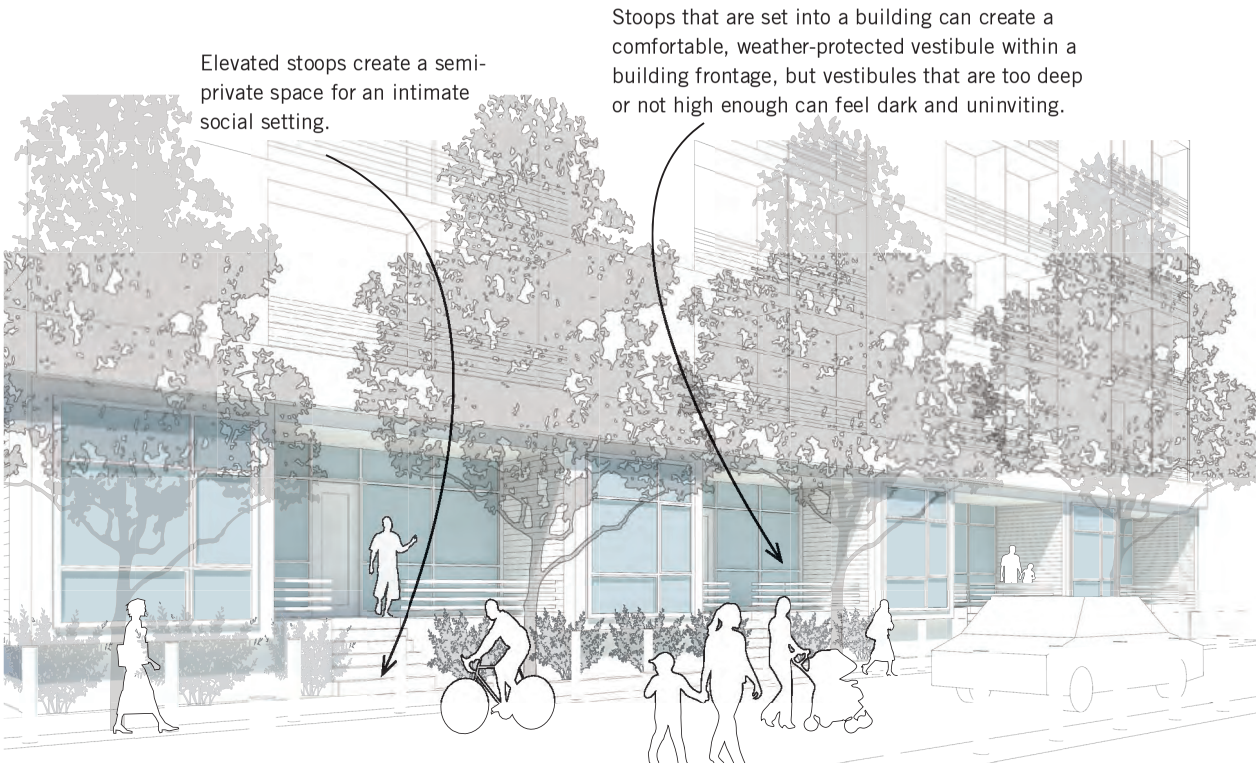


Figure 6.16.1 Residential Character

STANDARDS

6.16.1 Minimum Height of Stoops

Residential stoops that are slightly elevated from the street create a comfortable social distance that lets residents experience greater privacy in their unit. The landing elevation of stoops for residential units shall be between 18 and 48 inches above finished sidewalk grade, unless the building is located on a grade that does not permit stoops to be provided at this elevation without requiring internal ramping or stairs to connect the units to the building's lobby and amenities.

Up to 25 percent of stoops on any given Frontage may deviate from these minimum 18-inch and maximum 48-inch elevation requirements. This requirement shall be superseded by ADA requirements if said ADA requirements do not permit implementation.

6.16.2 Inset Stoops

Stoops that are inset to a building can create a comfortable, weather-protected vestibule within a building Frontage. However, vestibules that are too deep and not high enough can feel dark and uninviting. If a vestibule is provided, the height of the vestibule shall be at least 1.5 times the depth of the inset; for example, a vestibule that is inset 6 feet is required to be at least 9 feet in height.

6.16.3 Stoop Entries

Where stoops are provided, they shall be considered secondary entries, where unit numbers and doorbells are not to be placed. The primary entry must be through an accessible path of travel (such as an interior lobby). Secondary entrances must also have lockable gates, which help identify stoops as secondary entrances; these gates may be low in height.

Shall the Department of Building Inspection permit entrances at stoops to serve as primary entrances and meet all applicable ADA requirements, stoops may be considered primary entrances.

6.16.4 Projection of Stoops

Stoops and planted areas along the face of a building can create a softer edge where residential buildings meet the street. In order to allow for a strong streetwall while also ensuring that stoops have adequate room to enliven sidewalks, stoops are allowed to encroach up to 4 feet into the adjacent sidewalk of a shared street, alley, or open space, as long as a minimum 6-foot continuous Pedestrian Throughway is maintained on sidewalks of open spaces, and a continuous 4-foot Pedestrian Throughway is maintained on Shared Streets and Alleys; and where fire access throughways are maintained (if required).

CONSIDERATIONS

6.16.5 Residential Building Design

The design of residential buildings should respond to the different characters of the streets that they face. On Major Streets like Georgia Street or Maryland Street, the ground floor can be more urban and vertical in nature, with double-height insets appropriately scaled to these larger streetwalls.

On Minor Streets, such as Louisiana and Delaware streets where the streetwall is lower and lanes are narrower, residential character can be articulated as townhomes or individual units. Frontages here might include bay windows and wood siding, similar to those in other lower-scale neighborhoods in San Francisco.

6.16.6 Planting

The placement of planting between stoops and entryways should be considered on Neighborhood Residential Streets as a way to create a softer building edge and a more residential feel to the streets, as a contrast to the hardscape of Neighborhood Commercial and Mixed-Use Streets (see Figure 5.1.1 for Street Types).

As illustrated in the above image, stoops and planted edges that encroach into the adjacent sidewalk can help create a softer street-edge for residential buildings.

Stoops create a comfortable, intermediate social space between the public realm of the street and the private realm of a residence.

6.17 Active Use Character

Wherever buildings are required to have Active Use frontages and do not have lobbies, dwelling units, PDR, or Retail uses, their ground floors will be characterized by a range of other Active Uses that bring activity and transparency to street edges.

The Active Use designation encompasses a wide variety of uses to allow for flexibility and variety, so long as the requirement for a high degree of transparency is met, to ensure that they will contribute to the life of the streets they face.

At the Power Station, the Active Use designation permits even more flexibility than in other parts of San Francisco, to allow for a greater mix of uses (such as allowing Retail to be mixed with greater amounts of Office or PDR space). By allowing for a greater mix of uses, these frontages can be flexible and supportive of a dynamic ground floor, where manufacturing, sales, and business management can all be accommodated in a smaller footprint.

Where Office and PDR Uses exist alongside Retail, the uses more active in nature, such as the Retail and PDR, will be oriented towards the street to give the street a social edge and create opportunities for the public to interact with these ground-floor uses.

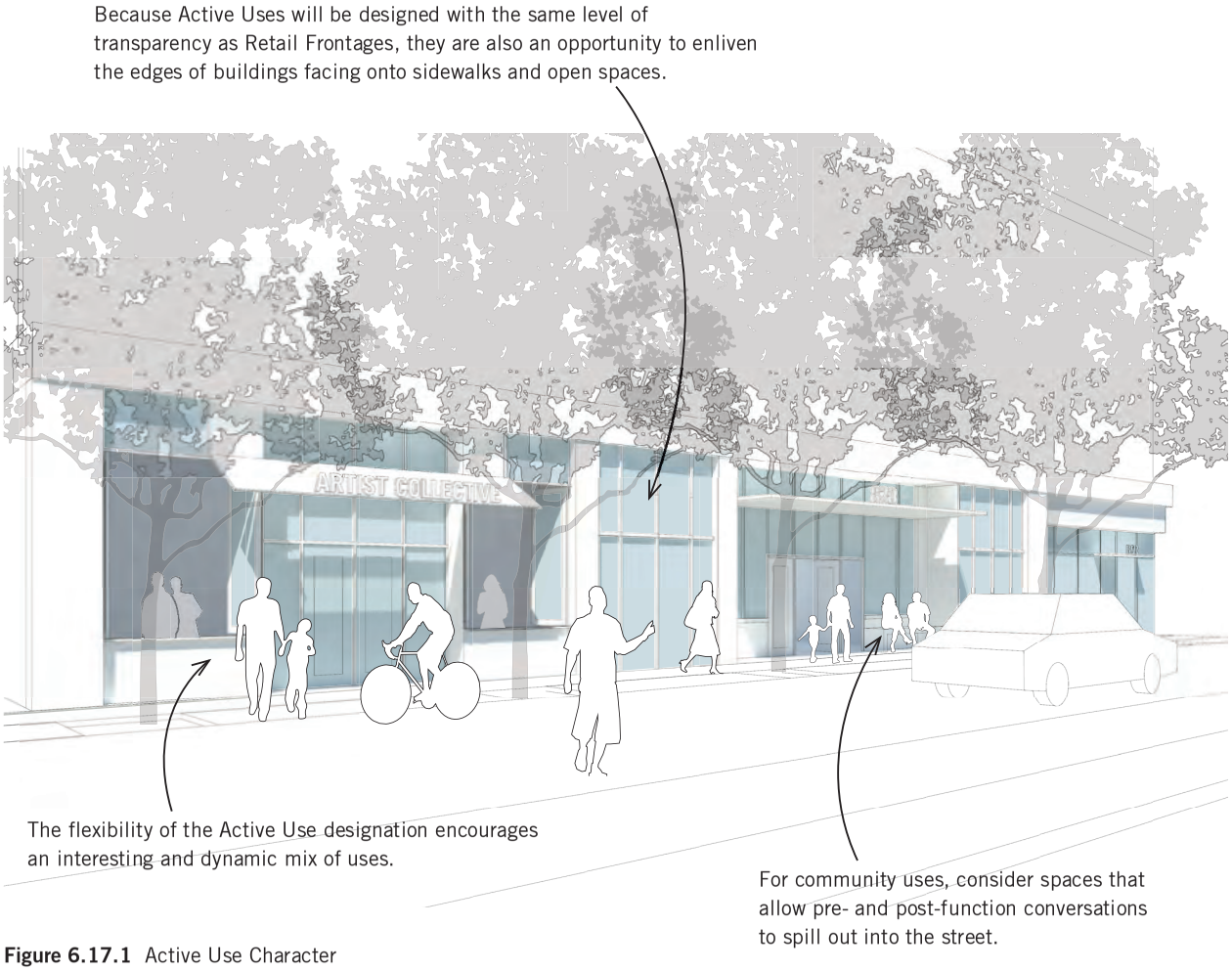
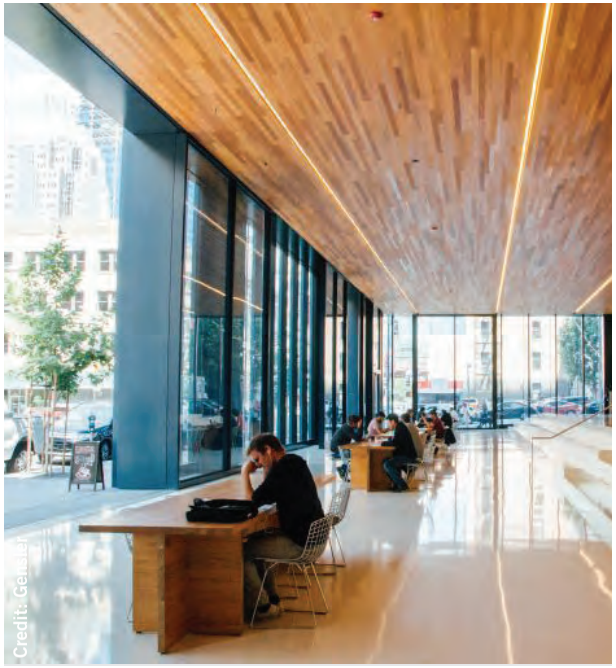


Figure 6.17.1 Active Use Character

Outdoor seating areas and pre- and post-function spaces directly outside of community facilities create spaces for conversations and events to spill out of the building, allowing the community facility to engage and activate the public realm.



Where offices are located in Active Use frontages, Social Spaces should be oriented toward the street, consistent with Standard 3.2.3.

CONSIDERATIONS

6.17.1 Frontages for Wellness and Gathering

Active Use frontages present an opportunity for building amenities that focus on wellness and provide physical spaces for residents and employees to gather as a community in residential and non-residential buildings alike. Examples of well-used spaces that are supportive of wellness and gathering are kitchens, lounges, meeting/dining/game rooms, fitness rooms, and bicycle storage rooms that are well designed and accessible to the street.

6.17.2 Frontages for Community Uses

For community uses in particular, ensure that the design of the outdoor areas in front of these frontages conveys a welcoming character and facilitates opportunities for lingering and social interaction. Consider larger doorways, indoor or outdoor spaces for pre- and post-function conversations, and benches for additional seating.

Building Experience and Operations

A complete neighborhood is a pleasant experience, not only for visitors and passersby, but also for residents and building occupants.

Attention is turned to building performance and operations in this section, where standards and guidelines are provided for human wellness, recycled water, thermal energy, rooftops, and parking for bicycles and vehicles alike.

6.18 Sustainable Buildings and Human Wellness

While the development embraces its industrial past as a power station, it facilitates a sustainable, healthy future through building standards that prioritize human health and wellness and reduce material, water, and energy waste.

The following pages articulate strategies that help reduce greenhouse gas ("GHG") emissions. According to the Intergovernmental Panel on Climate Change, major reductions in greenhouse gas emissions across all sectors are critical to limiting human-induced global warming to 1.5 deg Celsius. The State of California and the City of San Francisco are leaders in climate change mitigation, and the State has set a target for all new construction to be net zero by 2030 in accordance with the Paris Climate Accords target of Net-Zero Cities by 2050. Reducing GHG emissions helps facilitate a sustainable future for the environment while also prioritizing human health and wellness.

New infrastructure at the Potrero Power Station will take advantage of the mix of uses on site, allowing parcels to work together to save water and potentially energy. Certain residential buildings, which generate more graywater and blackwater than they can use, could host water treatment systems to provide recycled water to meet district-wide non-potable water demands for flushing, irrigation, and cooling towers. Commercial and Laboratory buildings could capture the waste heat generated from their cooling processes and use this for heating and/or domestic hot water production in residential buildings. Each of the building types on the site could turn their 'waste' into a resource for district-wide water and energy savings.

The implementation of measures to reduce GHG emissions, including shared thermal energy plants and all electric systems for building heating and hot water production, shall be determined by a number of factors, including future utility rates, building design, and feasibility as determined by the Project Sponsor. These considerations are important to reduce the project's climate change impact and to future-proof the development in anticipation of evolving regulations.

STANDARDS

6.18.1 Building Performance

All buildings are required to achieve a certification of LEEDv4 Gold or better.

6.18.2 Non-Toxic Building Interiors

The use of toxic compounds as identified by the 2016 *California Green Building Code* is prohibited in all buildings.

6.18.3 Non-Potable / Recycled Water

The Potrero Power Station project will pursue one of the following two options for complying with the City's Non-Potable Water Ordinance, which requires non-potable water sources for flushing, irrigation, and cooling towers:

Option 1

Water treatment plants will treat wastewater generated within certain development blocks to San Francisco Health Code Article 12C water quality standards and deliver to all buildings and open space areas within the project site through a new, private, non-potable water distribution system within the public right-of-way. See Figure 6.18.1. (Note that an encroachment permit from the Department of Public Works and an exemption from the Recycled Water Ordinance from the SFPUC would be required under Option 1).

If private water treatment plants are incorporated into the project, the best candidates for wastewater collection and treatment are Blocks 1, 5, 7, and 8 (see Figure 6.18.1); these blocks are planned for residential land use, which generates the largest amount of wastewater on site.

The number of water treatment plants incorporated into the project shall meet the need of project-wide non-potable demands for flushing, irrigation, and cooling towers. If wastewater collection and treatment in the blocks identified above do not meet the project-wide non-potable needs, additional residential buildings shall incorporate water treatment (likely Blocks 9 and 13).

The treatment plants shall treat wastewater to San Francisco's non-potable standard. Pumps required to maintain pressurization in wastewater collection lines and/or non-potable water distribution lines will be provided by the vertical developer as necessary.

Wastewater treatment may also be satisfied by a single centralized treatment plant, which would likely be located on Block 8.

Option 2

In the event that the City constructs a regional recycled water facility that provides recycled water to the project site, the project may connect to this system, delivering recycled water to development parcels through a new, public recycled water distribution system within the public right-of-way. In this case, the Power Station project would not include construction of separate water treatment or non-potable water distribution systems on private parcels.

Figure 6.18.1 Recycled Water Option 1

6.18.4 Materials & Resources

Building material selection shall consider attributes such as embodied carbon, recycled and regional content, and material toxicity. Each building shall earn a minimum of three (3) points total under the following LEED Materials & Resources credits:

- MRc Building Lifecycle Impact Reduction
- MRc Building Product Disclosure & Optimization (BPDO): Environmental Product Declarations (EPD)
- MRc BPDO Sourcing of Raw Materials
- MRc BPDO Material Ingredients

6.18.5 Real Time Transportation Information Displays

In the lobbies of buildings that contain predominantly Office Uses, or those that fall under Land Use Category B pursuant to the "TDM Program Standards" adopted August 4, 2016 and updated June 7, 2018, real-time transportation information shall be provided on displays (e.g., large television screens or computer monitors) in prominent locations (e.g., entry / exit areas, lobbies, elevator bays) to highlight sustainable transportation options and support informed trip-making. At minimum, transportation information displays shall be provided at each major entry / exit. The displays shall include real-time information on sustainable transportation options in the vicinity of the project site, which may include, but are not limited to, transit arrivals and departures for nearby transit routes, walking times to these locations, and the availability of car-share vehicles (within or adjacent to the building), shared bicycles, and shared scooters.

6.18.6 Delivery Support Amenities

Buildings containing predominantly Office and Residential Uses, or those that fall under Land Use Categories B and C pursuant to the "TDM Program Standards" adopted August 4, 2016 and updated June 7, 2018, 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 made by single occupancy vehicles.

6.18.7 Recycled Water

Cooling systems shall use recycled water as a non-potable demand in the SFPUC Water Budget Application District-scale calculator.

CONSIDERATIONS

6.18.8 Shared Thermal Energy Plants

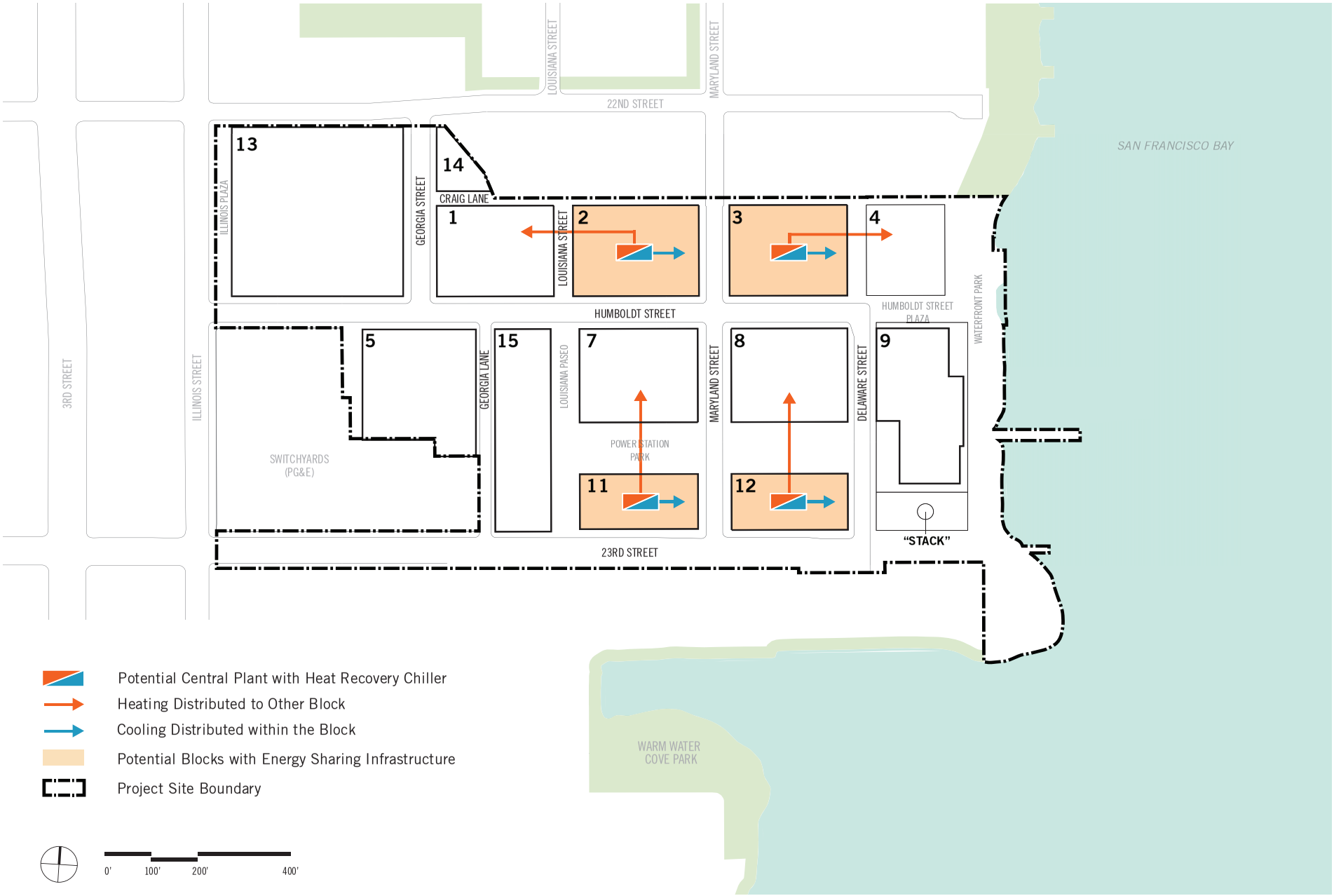
The project may elect to construct shared thermal energy plants within the project site if the Project Sponsor determines that such a system would be feasible. These plants would use shared thermal energy plants within the project site to recover waste heat from commercial buildings for use in space heating and domestic hot water production in residential buildings to reduce the project's overall energy and water demands. A connection would be provided between residential and commercial building pairs when (1) such pairing would result in an energy efficiency benefit, and (2) a connection can be made without crossing a public right-of-way.

Anticipated residential-commercial pairings include Blocks 1 and 2; 3 and 4; 7 and 11; and 8 and 12. See Figure 6.18.2.

Shared thermal energy plant equipment installed in commercial buildings would include heat recovery cooling equipment such as heat recovery chillers to provide excess hot water to the adjacent residential buildings for space heating and domestic hot water production. Residential buildings would install space heating and domestic hot water equipment capable of utilizing the hot water provided by the adjacent commercial building.

In a residential/commercial pairing, if construction of a shared thermal energy plant in the residential building precedes construction of the commercial building, temporary provision of hot water for space heating and domestic hot water would be provided. In the case of this temporary provision, electric or natural gas may be used to produce hot water.

Figure 6.18.2 Thermal Energy System



6.18.9 All-Electric Buildings

Any building in the project may elect to eliminate the use of natural gas to reduce operational GHG emissions and limit on-site combustion. During the design for each building, the feasibility of systems that provide for all-electric space heating, domestic hot water production, and cooking should be explored.

6.18.10 Resilient Energy

Consider providing sufficient renewable energy generation and battery storage to support adequate power supply for up to 72 hours during emergencies and power outages.

6.18.11 Natural Ventilation

The San Francisco climate is particularly well-suited to natural ventilation, with moderate outdoor air temperatures that are typically in a comfortable range. Buildings that are naturally ventilated deliver the co-benefits of fresh air for occupants, reduction in energy needed to condition outdoor air, and greater resilience in the case of energy blackouts. Consider using operable windows and/or HVAC systems that allow for natural ventilation.

6.18.12 Natural Daylight

Passive lighting and access to natural daylight should be used where possible. Access to natural daylight can improve physical energy, performance, and overall human health. Artificial lighting can be one of the largest demands on building energy. By enhancing access to natural daylight, buildings can better serve both occupants and the environment.

6.18.13 Solar Control and Exterior Shading

Façades that are south- or west-facing can be exposed to greater amounts of thermal energy from the sun, causing heat-gain to the building and requiring additional energy for cooling. Consider using passive means of shading these building façades. Examples include use of more solid wall, less glazing, louvers, and eaves.

6.18.14 Active Design

Buildings that are designed to prioritize the use of stairs help support healthy habits and increase the likelihood of chance encounters between building occupants. Where appropriate, feature stairs as the main path of circulation. Locate communal spaces like kitchenettes and lounges near stair landings to draw occupants to the stairs, for convenience and community. Encourage the active use of rooftops and the construction of spaces that support the recreational use of rooftops.

6.18.15 Biophilic Design

Research suggests that humans possess an innate tendency to seek connections with nature. Since most people spend 90 percent of their time indoors, biophilic design -- such as incorporating greenery, green spaces, or views to such spaces when indoors -- helps satisfy our desire to affiliate with nature in buildings. Biophilic design can serve as an amenity that also contributes positive health benefits. Where possible, provide access to landscaped roof gardens and/or balconies. In the design of these spaces, consider creating microclimates that are supportive of planting, with protection from wind and adequate sun for planting to thrive.

6.18.16 Building Amenities for Wellness

Building amenities that address wellness can be appealing for residents, visitors, and employees. Examples of amenities that support wellness in residential or commercial buildings are:

- Fitness rooms that are close to and visible from an outdoor space, so that people have the choice of incorporating outdoor exercise;
- Collaborative or conference spaces that can also accommodate informal fitness classes, meditation groups, or other fitness-related activities;
- In residential buildings, wellness facilities such as steam rooms, saunas, and jacuzzis;
- Rooftop open spaces and enclosed space related to the recreational use of the roof.

6.18.17 Family-Friendly Design

Buildings should consider amenities that address the needs of families, such as lobbies with storage for strollers, shopping carts, and convenient car seat storage for families that do not own cars.

6.18.18 Pet-Friendly Design

Residential buildings should consider dogs and their owners in the design of amenities. Dog runs, pet wash facilities, and pet relief areas should be considered and incorporated into building programming where possible.

6.18.19 Climate Resilience

Buildings should consider design strategies to maintain thermally comfortable interior conditions in the event of a power failure in current and future climates. Buildings should comply with Article 38 of the Public Health Code as required to support high indoor air quality during times of poor outdoor air quality.

6.18.20 Real Time Transportation Information Displays

Consider providing real time transportation information displays per Section 6.18.5 in prominent locations of buildings that fall under "TDM Program Standards" Land Use Categories A, C, and/or D, in addition to those required for Land Use Category B.

6.18.21 Renewable Energy

Evaluate the feasibility of meeting 100% of building energy demands with greenhouse gas free or renewable electricity through a combination of on-site renewable energy generation and green power purchase.

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6.19 Building Rooftops

The project roofscape should be designed to balance renewable energy generation and Living Roof coverage. In addition to providing such benefits as stormwater management and biodiversity, Living Roofs, as defined below, can also enhance Usable Open Spaces located on the roof. Refer to Table 6.19.1 and Figure 6.19.1 for the preferred approach to renewable energy and Living Roof location for each block.

STANDARDS

6.19.1 Better Roofs

All building rooftops shall comply with the *San Francisco Green Building Code* section on Renewable Energy and Better Roofs. With Planning Department approval, the project may demonstrate compliance with the Better Roof requirements, including the Living Roof Alternative, as provided in Planning Code Section 149, *Better Roofs: Living Roof Alternative Ordinance*.

A "Living Roof" is defined as the media for growing plants, as well as the set of related components, installed exterior to a facility's roofing membrane. Living Roofs include both "roof gardens" and "landscaped roofs" as defined in Planning Code Section 149. To comply with Planning Code Section 149, Living Roofs must function as stormwater management and be approved by SFPUC.

The *Better Roofs: Living Roof Alternative Ordinance* allows for the project to meet the Better Roofs requirements across multiple buildings as a collective system (rather than on a building-by-building basis), in order to allow for a comprehensive approach to the district roof-scape, and to create meaningful greening through habitat-supportive planting and stormwater management. Living Roofs will be most effective on rooftops that are visible from taller buildings, and/or rooftops where a Living Roof can contribute to meeting building stormwater management requirements. Buildings within the combined sewer watershed must provide a Living Roof at no less than the percentages listed in Table 6.19.1 to meet SFPUC stormwater management requirements.

See Table 6.19.1 and Figure 6.19.1 for recommendations for where to locate solar energy or heating systems versus Living Roofs.

6.19.2 Living Roof Non-Potable Irrigation

Plant palettes selected for Living Roofs shall accommodate the site-wide requirement that all irrigation must use non-potable water.

CONSIDERATIONS

6.19.3 Photovoltaic Panels

Portions of the roof area with direct solar access should be considered for solar energy or heating systems (including PV panels). Wherever possible, mount solar energy or heating systems over mechanical equipment, on structures over Living Roofs, or structures used for human shading. Where solar energy systems are combined with Living Roof area, incorporate shade tolerant species beneath solar energy systems. The Living Roof can cool the area beneath the solar panels and increase panel efficiency while solar panels can direct rainwater towards vegetation.

6.19.4 Living Roof Permanent Irrigation

Consider subsurface irrigation and weather or moisture-based controllers for permanent irrigation systems.

6.19.5 Living Roof Pollinator Habitat

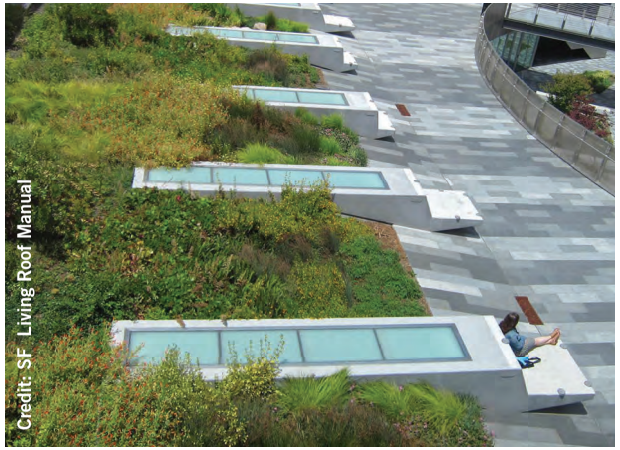
Where possible, design Living Roofs to support pollinator habitat with native plants comprising at least 50 percent of the selection. Select brightly colored, native plants that flower across at least three seasons. Provide a diversity of plant types and prioritize lower rooftops as location for Living Roof.

6.19.6 Living Roof Uses

Consider additional uses for Living Roofs, such as community or private gardens to support urban agriculture or meaningful pollinator habitat.

6.19.7 Rainwater Harvesting

Consider rainwater harvesting and reuse of stormwater runoff from roof areas as a source of non-potable water.



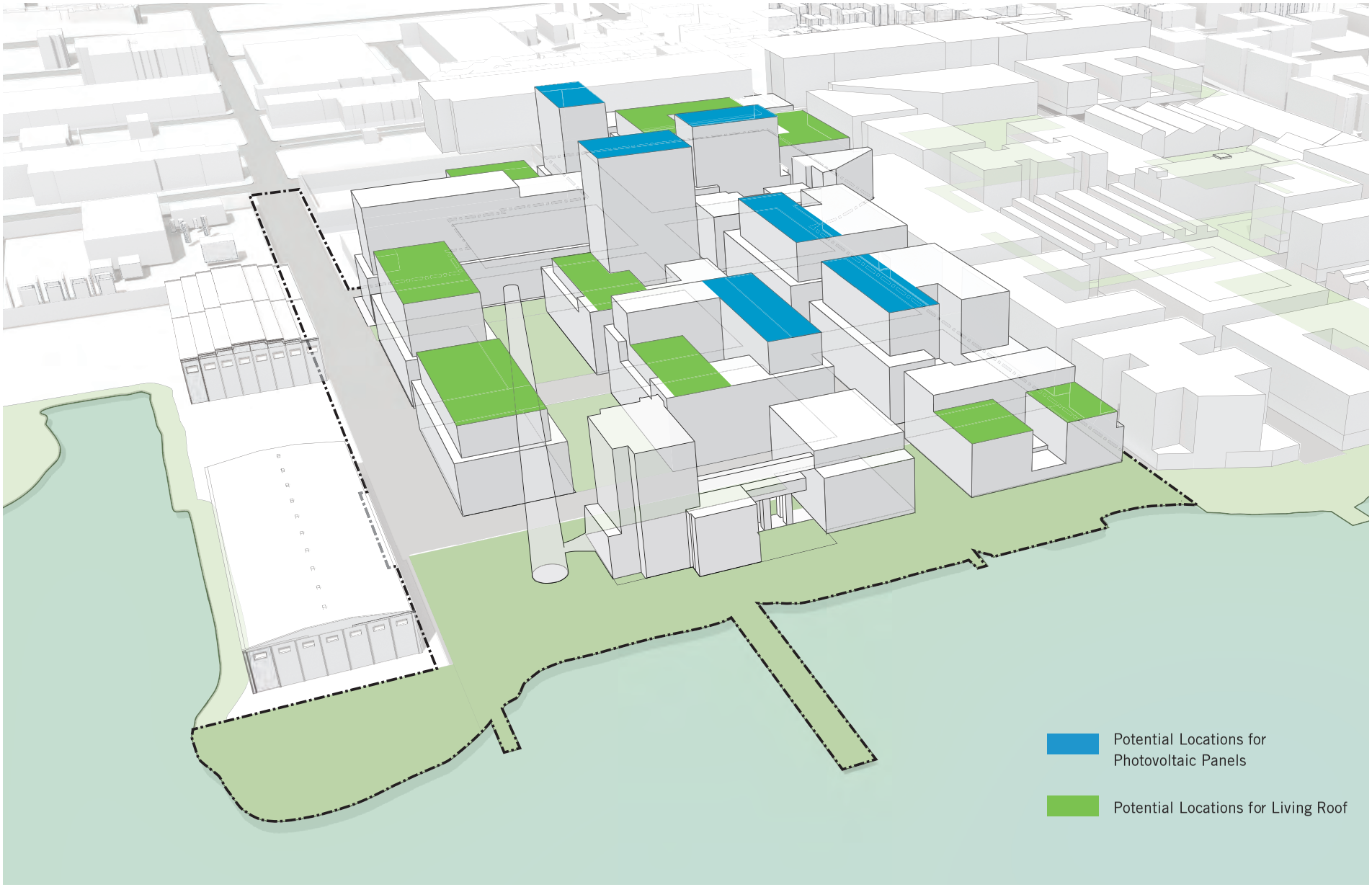
A green roof with native plantings for a pollinator habitat. Image from the *Living Roof Manual*, a valuable resource for green roof design and planting.

Table 6.19.1 Better Roofs Recommendations

BLOCK NUMBER	RECOMMENDED APPROACH TO BETTER ROOFS STANDARDS
Block 1	30 percent Living Roof located on the Base
Block 2	15 percent photovoltaics
Block 3	15 percent photovoltaics
Block 4	30 percent Living Roof
Block 5*^	15 percent photovoltaics located on the Base
Block 15^	Dependent on design
Block 7*	15 percent photovoltaics located on the Base
Block 8	30 percent of the Base for Living Roof and 15 percent of the Upper Building for photovoltaics
Block 9	Dependent on design
Block 11	30 percent Living Roof
Block 12	30 percent Living Roof
Block 13^	30 percent Living Roof
Block 14	30 percent Living Roof
The Stack	N/A

Notes:
All percentages in the above table reference the percent of roof space defined as the minimum solar zone area and calculated per *Title 24, Part 6, Section 110.10(b)*
*Remaining percentage of roof area required to meet Better Roofs can include any combination of Living Roof or photovoltaics on the Upper Building or Base, provided that the building complies with the standards listed above.
^All percentages reflect minimum roof areas, however, Living Roof percentages on Blocks 5, 15, and 13, in particular, may exceed 30 percent to address stormwater management requirements pursuant to the SFPUC Stormwater Management Ordinance (SMO).

Figure 6.19.1 Conceptual Better Roof Design



6.20 Off-Street Parking and Loading

STANDARDS

6.20.1 Building Address

The address of a building serves as the main drop-off point for vehicles and the location to which emergency vehicles are called. Building addresses shall be located in proximity to vehicle drop-off areas and fire stand-pipes.

6.20.2 Off-Street Parking

Parking is permitted on all blocks as an accessory use. With the exception of the above-grade District Parking Garage, parking at the ground level shall be wrapped with Active Uses for the first 25 feet of building depth at the ground level of Active Use, PDR and Priority Retail Frontages, and with Active Lane Uses on Active Lane Frontages. Parking above the ground level shall be wrapped with any principally permitted use for the first 15 feet of building depth.

Accessory parking is permitted up to the following maximum ratios and may be provided on a different parcel than the principal use:

- 0.6 cars parked per dwelling unit;
- 1 car parked per 1,500 square feet of Occupied Floor Area of Non-Retail Sales and Services, Industrial, PDR, Laboratory, or Life Science Uses;
- 3 cars parked per 1,000 square feet of Occupied Floor Area of Grocery Store; and
- 1 car parked per 16 hotel guest bedrooms plus 1 car parked for a hotel manager.

Parking for uses not listed above is not permitted. Each of the above cars parked may be accommodated in an independently accessible parking space.

Below-grade parking is permitted where off-street parking is allowed. While below-grade parking shall not extend beneath public rights-of-way, it may extend beneath privately-owned open spaces, Shared Streets at Delaware and Louisiana Streets, as well as Craig Lane, which are private streets. See Section 4.12.

6.20.3 Electric Vehicle Charging

All off-street passenger vehicle parking spaces shall provide an electrical power source capable of supporting future Electric Vehicle Supply Equipment ("EVSE").

At least 25 percent of off-street passenger vehicle parking spaces in Residential buildings shall be equipped with EVSE.

6.20.4 Car Share

Buildings shall provide dedicated car share parking as required by Planning Code Section 166. See Table 6.20.1 for requirements as of adoption of this D4D. A project applicant may request and the Planning Director may grant a reduction in the required car share parking as a Minor Modification per the SUD.

6.20.5 Parking and Loading Entrances

Building entrances for parking garage and loading dock access are allowed only on those Frontages indicated in Figure 6.20.1.

With exceptions as noted in this section, no more than 22 feet of any given Frontage of a new or altered structure facing a street shall be devoted to parking and loading ingress or egress. Entrances to off-street parking shall be located at least 30 feet from any lot Corner at the intersection of two public rights-of-way, unless such location is infeasible given requirements imposed by the Department of Public Works or the San Francisco Fire Department during the Street Improvement Permit process.

Table 6.20.1 Required Car-Share Parking Spaces

NUMBER OF RESIDENTIAL UNITS	NUMBER OF REQUIRED CAR-SHARE PARKING SPACES
0 - 49	0
50 - 200	1
201 or more	2, plus 1 for every 200 dwelling units over 200
NUMBER OF PARKING SPACES PROVIDED FOR NON-RESIDENTIAL USES OR IN A NON-ACCESSORY PARKING FACILITY	**NUMBER OF REQUIRED CAR-SHARE PARKING SPACES**
0 - 24	0
25 - 49	1
50 or more	1, plus 1 for every 50 parking spaces over 50

Source: *Planning Code Section 166, Table 166.*

Building openings and curb cuts dedicated to parking and loading access shall be minimized. Entrances for off-street parking and off-street loading shall be combined where possible. The placement of parking and loading entrances shall minimize interference with street-fronting Active Uses and with the movement of pedestrians, cyclists, public transit, and vehicles. Off-street parking and loading entrances shall be located to minimize the loss of on-street parking and loading spaces.

Figure 6.20.1 Off-Street Parking and Loading Frontages

Notes:
1. See Section 6.20.5 A for exceptions that apply to grocery store loading.
2. Potential Mid-Block Alley crossing. Loading Bays and Off-Street Parking entries permitted along Mid-Block Alley Frontages. Exact location of Mid-Block Alley is to be determined during design of Block 13. See Section 6.3 and Appendix A.12. Active Lane Frontage is required on both sides of Mid-Block Alley.
3. Potential Mid-Block Passage location. Exact location of Mid-Block Passage is to be determined during the design of Block 15. See Section 6.3 and Appendix A.6.

Exceptions

A) If a grocery store is provided, the following exceptions apply to the building containing such grocery store:

- A loading bay may be located at the building Corner, as long as: 1) it is designed to minimize visibility of loading activities from the street; and 2) the Corner of the building is given an equivalent level and quality of design as a typical corner of a building;
- Separate loading dock and parking garage entries may be provided such that the loading dock entry may be no more than 35 feet in width and the parking garage entry may be no more than 22 feet in width;
- To accommodate turning movements of a WB-67 truck, driveways into loading docks may be up to 50 feet in width on Block 1 and 13, or up to 53 feet in width on Block 5.

B) On Craig Lane, to accommodate turning movements of an SU-30 truck, loading dock entries up to 25 feet and driveways not to exceed 40 feet in width are permitted.

C) On Georgia Lane, to allow for aerial fire truck access, a driveway entry up to 37 feet wide for access into Block 5 is permitted.

6.20.6 On- or Off-Street Loading

Freight loading shall be provided per buiding as required by Planning Code Section 154. See Table 6.20.2 for requirements as of adoption of this D4D. A project applicant may request and the Planning Director may grant a reduction in the required freight loading as a Minor Modification per the SUD.

Table 6.20.2 Freight Loading Requirements

LAND USE	SQUARE FEET	NUMBER OF FREIGHT LOADING SPACES
Retail Sales and Services, Except as Listed Below	0 - 10,000	0
	10,001 - 30,000	1
	30,001 - 50,000	2
	over 50,000	1 space per 25,000 square feet of occupied floor area
PDR, Industrial	0 - 10,000	0
	10,001 - 50,000	1
	over 50,000	0.21 spaces per 10,000 square feet of occupied floor area
Hotel, Residential, Office	0 - 100,000	0
	100,001 - 200,000	1
	200,001 - 500,000	2
	over 500,000	3, plus 1 space for each additional 400,000 square feet of occupied floor area

Source: *Planning Code Section 152.1, Table 152.1.*

Freight loading may be accommodated off-street or within the permitted on-street loading or parking zones depicted in Figure 5.9.1 Curb Management. Off-street parking and loading are also permitted within building Frontages of the Block 13 Mid-Block Alley. On-street loading may require time-management of deliveries and may need to occur in on-street parking stalls as managed by the adjacent building manager or the Master Association.

At least one off-street loading space shall have a minimum width of 10 feet, a minimum length of 25 feet, and a minimum vertical clearance, including entry and exit, of 12 feet. Two service-vehicle spaces for each required off-street freight loading space may be made, provided that at least one required off-street freight loading space is provided per building.

Each substituted service-vehicle space shall have a minimum width of 8 feet, a minimum length of 20 feet, and a minimum vertical clearance of 7 feet.

To minimize the potential for sleep disturbance at any potential adjacent residential uses, for Blocks 2 and 3, exterior facilities such as loading areas / docks and trash enclosures associated with any non-residential uses along Craig Lane, shall be located on sides of buildings facing away from existing or planned Residential or Child Care uses, if feasible. If infeasible, these types of facilities associated with non-residential uses along Craig Lane shall be enclosed.

If residential uses exist or are planned on Craig Lane, on-street loading activities on Craig Lane shall occur between the hours of 7:00 a.m. and 8:00 p.m. on weekdays, and 9:00 a.m. to 8:00 p.m. on Saturdays, Sundays, and federal holidays. Off-street loading outside of these hours shall only be permitted only if such loading occurs entirely within enclosed buildings.

CONSIDERATIONS

6.20.7 Electric Stations

Consider providing electric vehicular, bicycle and/or scooter charging stations on- or off-street to accommodate multiple modes of transportation. If charging stations are provided on-street and within the public right-of-way, the location and installation of charging stations must be coordinated with SFMTA.

6.20.8 Reduced Parking Ratios

Consider reducing permitted parking ratios to reduce parking provided if mobility options increase and demand for parking decreases or as Transportation Demand Management (TDM) helps accomplish driving reduction goals.

6.21 Bicycle Parking

Bicycle parking is divided into two different classes of parking spaces. Class I spaces are located in secure, weather-protected facilities, intended for use as long-term, overnight, and work-day bicycle storage by dwelling-unit residents, non-residential occupants, and employees. Class II spaces are located in a publicly accessible, highly visible location, intended for transient or short-term use by visitors, guests, and patrons to the building or use.

Bicycle parking spaces are generally in the form of lockers or racks. Bicycle lockers can be used to satisfy the requirements for Class I bicycle parking, and bicycle racks can be used to satisfy Class II bicycle parking. Bicycle racks located in a locked area or attended facility can also satisfy the requirements of Class I bicycle parking.

STANDARDS

6.21.1 Bicycle Parking Ratios

Class I and Class II bicycle parking spaces shall be provided as required by Planning Code Section 155. See Table 6.21.2 for requirements as of adoption of this D4D. A project applicant may request and the Planning Director may grant a reduction in the required bicycle parking spaces as a Minor Modification per the SUD.

6.21.2 Design Standards for Class I Spaces

Class I spaces shall protect the entire bicycle, its components and accessories against theft and inclement weather, including wind-driven rain. Acceptable forms of Class I spaces include:

- Individual Lockers
- Attended Facilities
- Monitored Parking
- Restricted Access Parking
- Bicycle Cages / Rooms
- Stacked Parking

Stacked Parking spaces may be used to satisfy Class I required spaces. However, Class I spaces shall not require manually lifting the entire bicycle more than 3 inches to be placed in the space, except for Vertical Bicycle Parking.

Doors accessing bicycle parking facilities shall have mechanical openers for ease of access.

Any spaces provided for oversized bicycles, such as cargos or long tails, shall be sufficiently sized.

6.21.3 Location Standards for Class I Spaces:

Class I spaces shall be located with direct access for bicycles without requiring the use of stairs. The location of such spaces shall allow bicycle users to ride to the entrance of the space or the entrance of the lobby leading to the space. The design shall provide safe and convenient access to and from bicycle parking facilities. Safe and convenient means of access include, but are not limited to, ramps and wide hallways as described below. Escalators and stairs are not considered safe and convenient means of ingress and egress and shall not be used. Use of elevators to access bicycle parking spaces shall be minimized for all uses and, if necessary, shall follow the requirements below. Class I bicycle parking spaces shall be located in one of the following:

A) On the ground floor within 100 feet of the primary entrance to the lobby there shall be either (i) convenient separate access to and from the street to the bicycle parking space, and another entrance from the bicycle parking space to the lobby area, or (ii) a minimum 4-foot wide hallway or lobby space that leads to the bicycle parking area entrance, where direct access to bicycle parking area from the street does not exist. Such access route may include up to two limited constriction points, such as doorways, provided that these constrictions are no narrower than 3 feet wide and extend for no more than 1 foot of distance. If constriction points are doorways, mechanical openers will be provided for ease of access.

B) In the off-street automobile parking area, where lot configurations or other limitations do not allow all bicycle parking spaces to be located near the lobby as described in subsection (A) above, bicycle parking spaces shall be located on the first level of automobile parking, either above- or below-grade near elevators or other pedestrian entrances to the building. The access to Class I bike parking shall be safe from auto circulation, if in a garage (grade, sightlines/visibility, etc.). For example, bike routes within parking structures must have painted sharrows or lanes leading from the parking entry to the bike parking.

C) Where the two options in (A) and (B) above will not be possible due to an absence of automobile parking or other unique limitations, ramps or elevators shall be provided to access the bicycle parking space, and the bicycle parking spaces shall be near the elevators or other entrance to the parking area. At least one designated access route meeting the dimensional

requirements described in (A) above shall connect a primary building entrance to the bicycle parking facility. For non-residential uses, any elevator necessary to access bicycle parking facilities larger than 50 spaces shall have clear passenger cab dimensions of at least 70 square feet and shall not be less than 7 feet in any dimension.

6.21.4 Design Standards for Class II Spaces

Class II spaces shall meet the following design standards:

A) Bicycle racks shall permit the locking of the bicycle frame and one wheel to the rack with a U-lock without removal of the wheel, and shall support the bicycle in a stable, upright position without damage to wheels, frame or components. Class II spaces are encouraged, but not required, to include weather protection, as feasible and appropriate.

B) The surface of bicycle parking spaces need not be paved but shall be finished to avoid mud and dust.

C) All bicycle racks shall be securely anchored to the ground or building structure, with tamper-resistant hardware.

D) Bicycle parking spaces may not interfere with pedestrian circulation.

E) All bicycle racks within the public right-of-way shall comply with SFMTA bicycle parking standards; non-standard spaces or equipment shall be subject to SFMTA review and approval.

Table 6.21.1 Bicycle Parking Minimum Ratios

LAND USE	CLASS I CODE REQUIREMENTS	CLASS II CODE REQUIREMENTS
Residential	One Class I space per dwelling unit. For buildings containing more than 100 Dwelling Units, 100 Class I spaces plus one Class I space for every four Dwelling Units over 100	One Class II bicycle parking space per 20 units
Office	One Class I space per 5,000 square feet	Two Class II spaces, plus one space per 50,000 square feet in excess of 5,000 square feet
Laboratory (Uses Industrial Requirements)	One Class I space per 12,000 square feet	Minimum of two Class II spaces; four spaces for any use larger than 50,000 square feet
Retail	One Class I space per 7,500 square feet	Two Class II spaces, plus one space per 2,500 square feet up to 50,000 square feet (additional guidelines for larger or personal services retail types)
Hotel	One Class I space per 30 rooms	One Class II space per 30 rooms, plus one Class II space per 5,000 square feet of conference space
PDR (Uses Industrial Requirements)	One Class I space per 12,000 square feet	Minimum of two Class II spaces; four spaces for any use larger than 50,000 square feet
Garage	--	One Class II space per 20 car spaces
Community Facility	Two Class I spaces, plus one space per 5,000 square feet in excess of 10,000 square feet	Two Class II spaces, plus one space per 2,500 square feet in excess of 5,000 square feet
Restaurant	One Class I space per 7,500 square feet	Two Class II spaces, plus one space per 750 square feet in excess of 1,500 square feet

Source: *San Francisco Planning Code Section 155, Table 155.2*

6.21.5 Location Standards for Class II Spaces

Class II spaces shall be located, as feasible, near all main pedestrian entries to which they are accessory and shall not be located in or immediately adjacent to service, trash, or loading areas.

All uses may locate Class II bicycle parking in a public right-of-way, such as in a sidewalk furnishing zone or in place of an on-street vehicle parking space. If existing Class II bicycle parking in the required quantities already exists in a public right-of-way immediately fronting the subject lot, and such spaces are not satisfying bicycle parking requirements for another use, such parking shall be deemed to meet the Class II requirement for that use. Parking meters, poles, signs, or other street furniture shall not be used to satisfy Class II bicycle parking requirements, unless other public agencies have specifically designed and designated these structures for the parking of a bicycle.

If located within a public right-of-way (refer to Figure 5.4.1), the location of bicycle racks shall follow requirements outlined in *SFMTA Bike Parking: Standards, Guidelines and Recommendations*, and as outlined below:

- Prior to issuance of the first architectural addenda, the Project Sponsor must coordinate installation of on-street bicycle racks with the SFMTA Bike Parking Program;
- Class II bicycle parking shall be located within 100 feet from the primary entrance of a building.

Non-residential uses other than non-accessory garages and parking lots, may locate Class II spaces in required non-residential open space, provided that such bicycle parking does not occupy more than 5 percent of the open space area or 120 square feet, whichever is greater, and does not affect pedestrian circulation in the open space.

Table 6.21.2 Required Bicycle-Supportive Amenities

Occupied Floor Area		Minimum Shower Facility & Lockers Required
Non-Residential, (Except Retail Sales and Services Uses)	Greater than 10,000 SF, but less than 20,000 SF	1 shower and 6 clothes lockers
	Greater than 20,000 SF but less than 50,000 SF	2 showers and 12 clothes lockers
	Greater than 50,000 SF	4 showers and 24 clothes lockers
Retail Sales and Services Uses	Greater than 25,000 SF but less than 50,000 SF	1 shower and 6 clothes lockers
	Greater than 50,000 SF	2 showers and 12 clothes lockers

Source: *San Francisco Planning Code Section 155.4*

6.21.6 Bicycle-Supportive Amenities

For non-residential buildings, shower facilities and lockers shall be provided as required by Planning Code Section 155.4. See Table 6.21.2 for requirements as of adoption of this D4D. A project applicant may request and the Planning Director may grant a reduction in the required shower facilities and lockers as a Minor Modification per the SUD.

CONSIDERATIONS

6.21.7 Ramp Grade

Consider the ramp grade to below or above grade off-street bicycle parking, if provided in the off-street automobile parking area, since greater than 10 percent may be challenging for the average rider.

6.22 District Parking Garage

Car ownership has been steadily declining in San Francisco, and this trend is expected to continue as public transportation improves and ride-hailing and other technology changes the way people use cars. The Power Station project plans to respond to this by reducing the amount of parking built into each individual building compared to the amount of parking permitted under the Planning Code in similar zoning districts, such as Urban Mixed-Use (UMU), and possibly consolidating much of the parking on site into a single district parking garage ("District Parking Garage"). The District Parking Garage could be shared by residents, employees, and visitors to the site. This approach provides the following benefits:

- Locating the District Parking Garage toward the western end of the site will capture vehicles as they enter the site, reducing the presence of automobiles within the site;
- Combining parking into a dedicated facility allows for economies of scale and efficient parking design;
- Economies of scale will help leverage the latest technologies in parking management, which may facilitate sharing parking between different uses, allow for dynamic pricing for demand management, provide real-time information about parking availability, and make electric vehicle charging available to any users of the parking garage;
- Centralizing parking in a District Parking Garage could encourage people to use sustainable modes of transportation such as walking, biking, and transit and increased foot traffic could as activate retail and community facilities;
- If the demand for parking decreases substantially over time, the District Parking Garage could serve as a future development site or be converted into a different use.

STANDARDS

6.22.1 District Parking Garage Location

Up to one District Parking Garage is permitted, but not required, and may be located at one of the locations shown in Figure 6.22.1.

If provided, Block 5 is the preferred location for the District Parking Garage. Locating the District Parking Garage on Blocks 1 and 13 would only be explored in the event that one on Block 5 is not reasonably feasible.

6.22.2 Parking Garage Height

The maximum height of the District Parking Garage is 90 feet.

6.22.3 Maximum Parking Ratio

All parking located in the District Parking Garage is accessory to other uses on the site. As such, the maximum amount of parking that can be located in this garage is subject to the parking maximums for the project as built, less the parking that is developed in each individual building. See Section 6.20.2 for parking ratios, and Section 6.20.3 for electric vehicle charging requirements.

6.22.4 Rooftop Soccer Field

The rooftop of the District Parking Garage shall be used as a publicly accessible soccer field. One structure of up to 5,000 square feet is permitted, but not required, for use as equipment storage, a food kiosk, and other uses accessory to a soccer field. (See Section 6.2.4 for the maximum height of structures and lighting on rooftops.)

Public access to the field shall be provided by elevator and stair during hours of public use. Signage that is clearly visible shall be posted, directing the public to the soccer field, and indicating its hours of operation and means of access. See Section 7.5.2 for requirements for Public Facilities and Open Space Signage.

A public restroom shall be provided in or on the same building as the rooftop soccer field.

6.22.5 Visual and Physical Connectivity

To enhance safety for users inside the garage, the District Parking Garage shall allow for lines of sight into and through the building from the adjacent sidewalks and/or open spaces. The ground floor of the District Parking Garage shall be at least 75 percent visually transparent or physically permeable.

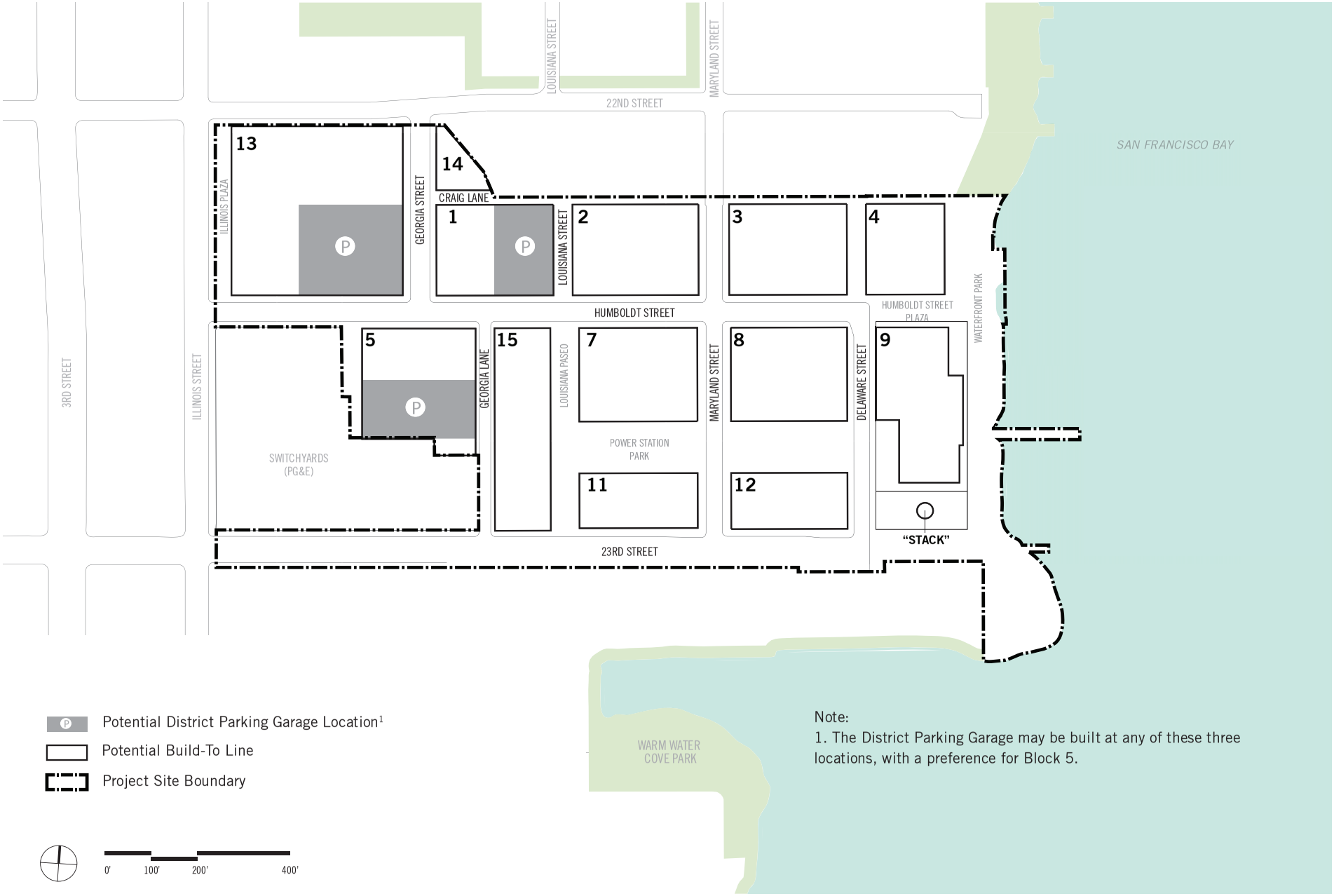
There shall be at least one walkway connecting through the building at grade between any streets or alleys. For each of the possible locations of the District PArking Garage, if selected, the following respective walkway connections are required:

- Block 1: a north-to-south pedestrian connection between Craig Lane and Humboldt Street.
- Block 5: an east-to-west pedestrian connection between Georgia Lane and the access lane east of Block 5.
- Block 13: either an east-to-west connection between Georgia Street and a north-to-south midblock connector; or a north-to-south connection between Humboldt Street and an east-to-west midblock connector.

6.22.6 Architectural Modulation and Articulation

The District Parking Garage shall be designed to be consistent with the standards and guidelines described in Section 6.6 Building Modulation and Section 6.7 Façade Articulation.

Figure 6.22.1 District Parking Garage: Possible Locations



Note:
1. The District Parking Garage may be built at any of these three locations, with a preference for Block 5.

GUIDELINES

6.22.7 Façade Screening
The District Parking Garage shall be architecturally or artistically screened, and designed with attention to detail compatible with adjacent buildings. Exposed façades are an ideal location for interpretive elements, public art, or green walls. Also see Section 2 for site approaches to interpretation and wayfinding.

6.22.8 Flat Floor Slabs
Floor slabs that are set at a slope, such as speed ramps, should not be expressed at the façade of the parking structure. Where they occur, they should be visually screened. Floor slabs visible from the street must be flat.

6.22.9 Ground Floor Materials
Higher quality building materials should be emphasized in the façade design at the ground floor, as well as at pedestrian touch points and in circulation areas. Section 6.8 addresses color and materials.

6.22.10 Light Trespass
Light spillage from within the District Parking Garage should be minimized. Indirect lighting should be used to light interior areas of the garage visible to the exterior. Parapet edges of the parking trays should be higher than vehicle headlights to screen adjacent properties.

6.22.11 Noise Trespass
Any District Parking Garage shall be designed to shield existing or planned Residential Uses from noise associated with the garage.

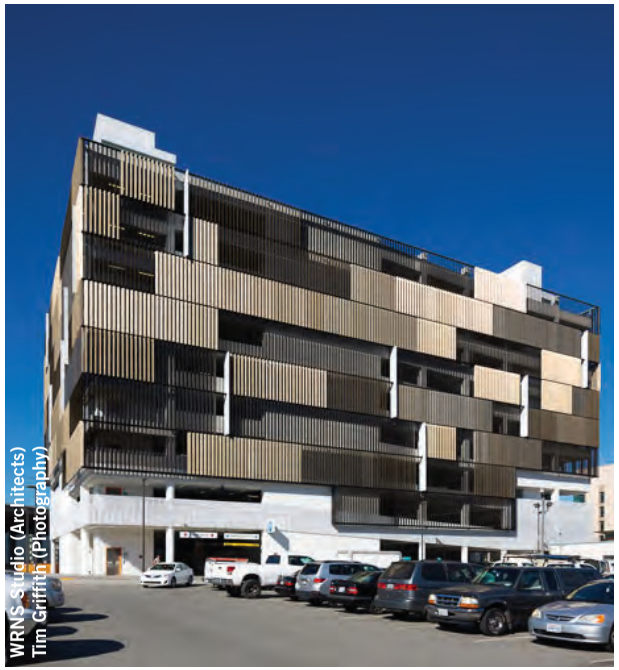
CONSIDERATIONS

6.22.12 Design for Adaptive Reuse
Consider designing the District Parking Garage such that future adaptive reuse is possible

6.22.13 Wayfinding
Take opportunities to be playful and creative with wayfinding and environmental graphics, particularly those directing the public to the rooftop soccer field. (See also Section 2.)

Examples of Parking Garage Design

A sculptured, faceted façade creates depth and interest.



Louvers create a shifting pattern across the façade, and modulate scale. They also redirect light from the headlights of cars to create a dynamic building when in use.

This parking garage contributes to the activity of the street with ground-floor Active Uses and a colorful, large-scale mural.

Living walls can transform a parking garage into a vertical garden.

Environmental graphics can be used as a way to enhance the design of the garage while also providing effective wayfinding.

This popular soccer field sits on the rooftop of a parking garage.

6.23 Construction Noise

STANDARDS

6.23.1 Nighttime Construction Noise

The following shall occur to reduce potential conflicts between nighttime construction activities on the project site and residents of the Pier 70 project: nighttime construction noise shall be limited to 10 dBA above ambient levels at 25 feet from the edge of the Power Station project boundary; temporary noise barriers shall be installed in the line of sight between the location of construction and any occupied Residential Use; and construction contractor(s) shall be required to make best efforts to complete the loudest construction activities before 8:00 p.m. and after 7:00 a.m. Further, notices shall be mailed or, if possible, e-mailed to residents of the Pier 70 project at least 10 days prior to the date any nighttime construction activities are scheduled to occur, and again within 3 days of commencing such work. Such notice shall include:

(1) a description of the work to be performed;

(2) two 24-7 emergency contact names and cell phone numbers;

(3) the exact dates and times when the night work will be performed;

(4) the name(s) of the contractor(s); and

(5) the measures that the contractor will implement to reduce night noise. In addition to the foregoing, the Developer shall work with building managers of occupied residential buildings in the Pier 70 project to post a notification with the aforementioned information in the lobby and other public meeting areas in the building.

Section 7

LIGHTING AND SIGNAGE

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Lighting and Signage

Lighting and signage designs and strategies work together to create a more inviting, attractive, and safe environment at the Power Station, both during the day and at night.

Lighting and signage is an important component of the design of both the public and private realm at the Potrero Power Station. The design direction given here ensures lighting and signage elements that reinforce the connectivity and cohesiveness of the district, while responding to the functional criteria and unique character of open spaces, streets, and buildings.

7.1 Site Lighting

The following standards and guidelines apply to lighting in public open spaces.

While minimum lighting requirements will satisfy safety and security functions, special considerations around nighttime identity, pedestrian wayfinding, and unique project conditions are key aspects of the lighting approach.

Practical lighting concerns should be supplemented with artful, inviting, and engaging lighting strategies and installations. Lighting across the site is scaled to the pedestrian and bicycle experience, reinforcing key pedestrian routes and open spaces.

Given the project's location, special consideration is given to light pollution reduction strategies and dark sky measures to reduce the project's effects on the ecology of the Bay.

For rooftop soccer field lights, see Section 6.2.4 Height Exemptions.

STANDARDS

7.1.1 Light Pollution Trespass and Glare

Lighting elements shall minimize glare, light trespass outside the development, and light pollution in areas adjacent to residential buildings and along the waterfront in order to minimize disturbance to Bay wildlife. Backlight, Uplight and Glare (BUG) ratings of exterior fixtures shall meet the criteria established in the current California Green Building Code.

7.1.2 Energy-Efficient Lighting Fixtures

Lighting fixtures and bulbs shall meet or exceed applicable energy-efficiency standards and/or use solar power.

GUIDELINES

7.1.3 Pedestrian Scale Lighting

Lighting shall be designed to allow facial recognition along paths of travel, and scaled to the pedestrian and bicycle experience across the public realm. Lighting shall not create glare or “hot spots” that would inhibit visual acuity, and shall facilitate sight lines, allowing the perception of safety across the public realm. Lighting shall also prevent unnecessary vertical transmittance of light. On streets, light levels shall meet SFPUC standards.

7.1.4 Lighting Design Intention

Lighting uniformity ranges in open spaces shall allow for variation in light levels to create hierarchy and a range of experiences. Lighting shall reinforce key pedestrian circulation routes and connections. Lighting strategies shall incorporate varied fixture types and ambient light from buildings, particularly in high-active retail zones where retail spaces will provide ample ambient light for pedestrian paths. Use a variety of lighting types, scaled to reinforce active street life and open space experiences. Bollard, pole, mast, and in-grade lighting are allowed.

7.1.5 Projected Light

Projected light through a tree canopy (“moonlighting”) and through special filters on light fixtures may be used to highlight special places or experiences.

7.1.6 Light Zones

Light levels and uniformity levels for the public realm are grouped in seven zones (Figure 7.1.1) with different suggested lighting identities that are related to the location and proposed uses. (Example images of suggested lighting identity character are in Figure 7.1.2.)

CONSIDERATIONS

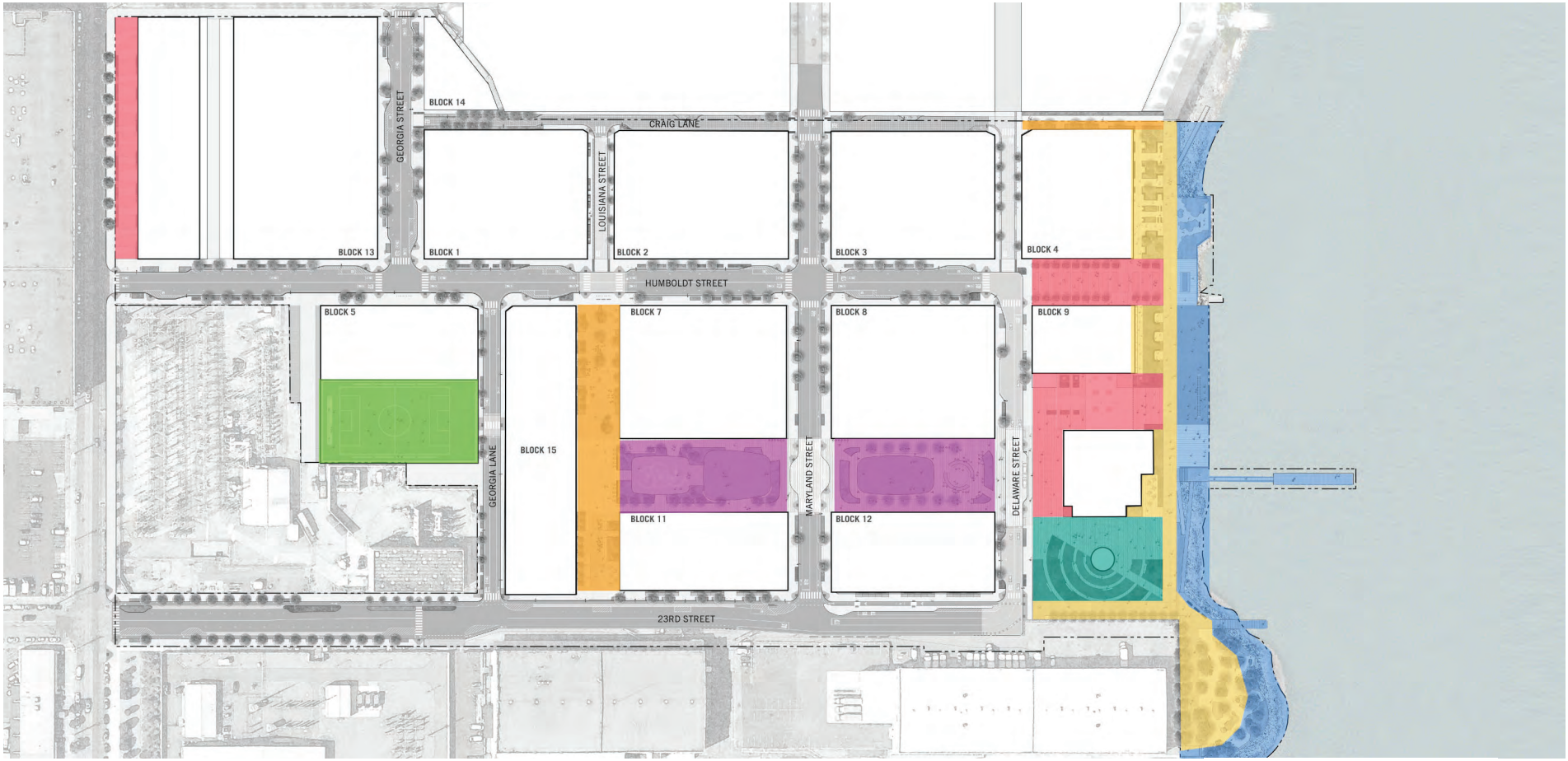
7.1.7 Energy-Efficient Lighting Fixtures

Exterior lighting controls, which may include but are not limited to motion sensing and dimming capability, shall also be considered to allow for additional energy savings and preservation of the night sky.

7.1.8 Interactive and Artistic Lighting

Consider special lighting installations that imbue public open spaces with unique visual experiences for visitors. Louisiana Paseo, Stack Plaza, Block 9 Open Space, and Humboldt Street Plaza would benefit from a creative lighting approach.

Figure 7.1.1 Conceptual Lighting Diagram for Public Open Space



Lighting Type by Zone

Zone 1: Waterfront / Edge
Light levels should be less bright to minimize impact on the sensitive ecosystem in the Bay and along the shoreline.

Zone 2: Waterfront / Pedestrian
Light levels are slightly brighter than in Zone 1 to allow for facial recognition.

Zone 3: Commercial / Pedestrian
Opportunity for feature and/or overhead lighting. Variety of lighting types encouraged; contributing ambient light from ground-floor uses is assumed.

Zone 4: Neighborhood Gathering / Pedestrian
Light levels bright enough for facial recognition, opportunities for feature lighting.

Zone 5: Paseo / Pedestrian
Similar to Zone 3, but lower lighting levels.

Zone 6: Stack Plaza
Feature lighting for iconic structure.

Zone 7: Soccer Field, See Section 6.2.4 Height Exemptions.
Lighting designed for performance, but directed downwards toward the field to minimize disturbance to adjacent uses and areas.

Figure 7.1.2 Example Lighting Character Images by Zone

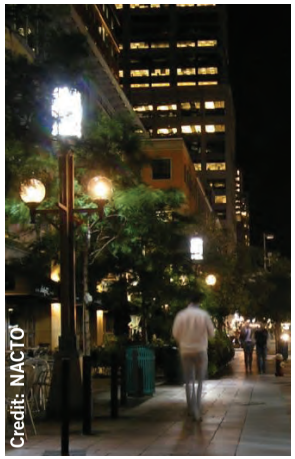
Zone 1: Waterfront / Edge

Zone 2: Waterfront / Pedestrian

Zone 3: Commercial / Pedestrian

Zone 4: Neighborhood Gathering / Pedestrian

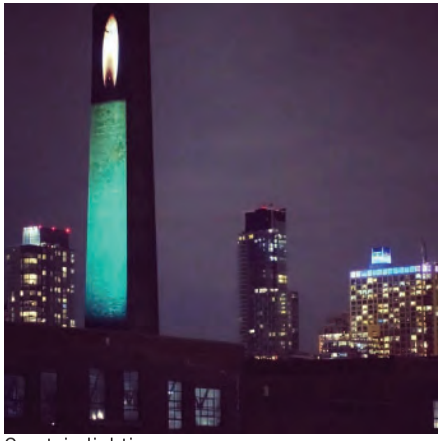
Zone 5: Paseo / Pedestrian



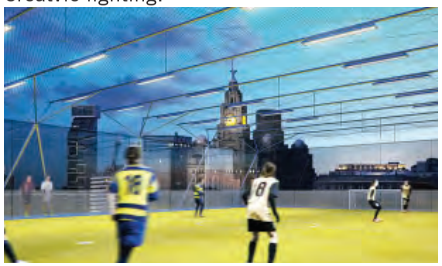
Zone 6: Stack Plaza

Zone 7: Rooftop Soccer Field

Figure 7.1.3 Additional Lighting Character Precedent Images

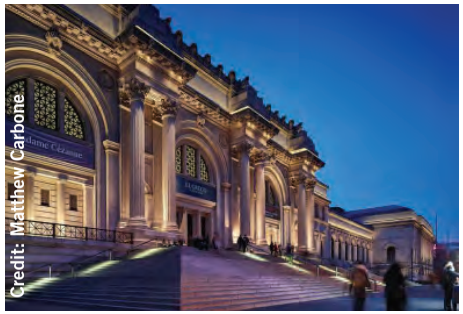


Creatvie lighting.



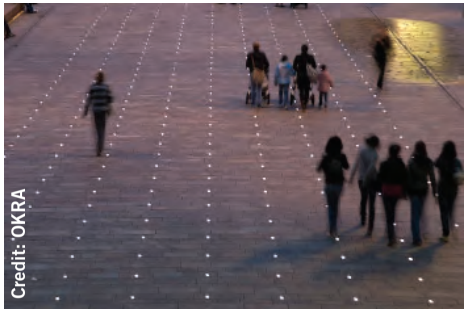
Creatvie lighting.

Varied lighting that takes ambient light into account.



Facade lighting.

Projected-light installations.



Artistic lighting with subtle, in-grade lights.

Feature lighting that creates distinctive experiences.

Artistic, interactive lighting.

7.2 Street Lighting Design

Lighting at the Power Station project will be an important component of the streetscape design, reinforcing the connectivity and cohesiveness of the district, while responding to the functional criteria and unique character of each streetscape.

A hierarchy of lighting types will work together to create a warm, inviting, and safe nighttime environment that also minimizes light pollution.

Lighting across the site will be scaled to the pedestrian and bicycle experience, reinforcing key pedestrian routes in open spaces, along shared public ways, and along Delaware Street fronting the Waterfront Open Spaces.

STANDARDS

7.2.1 Location
Street lighting shall be placed within the Furnishing Zone of the sidewalk, away from Pedestrian Throughways and Edge Zones per Section 5.2, so as not to obstruct pedestrian traffic or the loading/unloading of people and goods.

7.2.2 Light Pollution, Trespass, and Glare
Street lighting shall comply with Illuminating Engineering Society Standards appropriate for the subject street type.

7.2.3 Energy-Efficient Lighting Fixtures
Lighting fixtures and bulbs shall be LED lights and meet or exceed applicable energy-efficiency standards. If in public streets, see Standard 7.2.4.

7.2.4 Fixtures
Fixtures within publicly maintained streets shall adhere to SFPUC guidelines and shall be selected from the SFPUC catalogue of acceptable fixtures.

7.2.5 Pedestrian Pole Light
Pedestrian pole lights within publicly maintained streets shall be either Landscape Forms FGP, Landscape Forms Alcott, or similar contemporary design from the SFPUC Street Light Catalogue. Light levels shall meet SFPUC standards.

GUIDELINES

7.2.6 Lighting Design Intention
Lighting uniformity ranges in streets should allow for variation in light levels to indicate the hierarchy of streets and create a range of experiences. Lighting should reinforce key pedestrian circulation routes and connections. See Figure 5.2.2.

7.2.7 Pedestrian-Scale Lighting
Lighting should be scaled to the pedestrian and bicycle experience across the public realm. Glare should not be created at eye level. The unnecessary vertical transmittance of light should be prevented.

7.2.8 Variety of Light Types
Use a variety of lighting types, scaled to reinforce active street life and open space experiences. Bollard, pole, mast, and in-grade lighting are allowed.

7.2.9 Projected Light
See Section 7.1.5.

7.2.10 Suggested Light Levels
See Section 7.1.6.

7.2.11 Pedestrian Pole Light Fixtures on Private Streets
Pedestrian Pole lights in private streets, including the portions of Delaware and Louisiana Streets that are designated as shared streets, should be chosen for durability and an understated contemporary design. Options include Hess Linea and Landscape forms FGP.

7.2.12 Energy-Efficient Lighting Fixtures
Where applicable, consider smart sensors, which can turn down lighting in response to the presence of pedestrians.

Figure 7.2.1 Examples of SFPUC Permitted Street Light Fixtures

Street Light Lumec Roadstar 16' to 22' Pole Height

Lumec Roadfocus - 16' to 22' Pole Height

Pedestrian Level Light - Public Streets
Landscape Forms FGP 12' to 16' Pole Height

7.3 Building Lighting

Building designs are encouraged to use lighting in innovative and engaging ways with the aim of making the Power Station more attractive and secure, both during the day and at night.

The following standards and guidelines apply to all retail, residential, and commercial building lighting.

STANDARDS

7.3.1 Light Trespass

At a minimum, all exterior lighting must be suitable for a given "Lighting Zone" as defined by USGBC and IESNA. It is expected that most of the development area will be LZ3. Lighting Zone LZ3 is defined as follows:

LZ3: Medium (Commercial/Industrial, High Density Residential). No more than 0.20 horizontal and vertical footcandles at the site boundary and 0.10 horizontal foot-candles 10 feet beyond the site boundary. Also, 5 percent of total initial luminaire lumens are emitted at an angle of 90 degrees above nadir or greater.

Maximum candela values for photometric distributions of interior luminaires shall fall within the building (i.e. not through skylights, windows or other building fenestration).

Each photometric for every luminaire type shall be reviewed for compliance to standards.

7.3.2 Light Pollution

All lighting must be shielded to prevent glare to private and public uses, especially residential units. The angle of maximum candela from each interior luminaire as located in the building shall intersect opaque building interior surfaces and not exit out through the windows.

All new site lighting shall incorporate cut-off control, as well as the "Lighting Zone" credit requirements found in the U.S. Green Building Council's LEED v4 for New Construction. All luminaires shall be at least semi-cutoff with non-cutoff types only as permitted.

Definitions of cutoff control are as follows:

- Full Cutoff: Zero candela intensity occurs at an angle of 90 degrees above nadir, or greater. Additionally, no more than 10 percent candela intensity occurs at an angle greater than 80 degrees above nadir.
- Cutoff: No more than 2.5 percent candela intensity occurs at an angle greater than 90 degrees above nadir, and 10 percent at an angle greater than 80 degrees above nadir.
- Semi-Cutoff: No more than 5 percent candela intensity occurs at an angle greater than 90 degrees above nadir, and 20 percent at an angle greater than 80 degrees above nadir.
- Non-Cutoff: No candela limitation.

Lighting Power Allowance (LPA) shall comply with the current Title 24 or ASHRAE 90.1 standard, whichever is more stringent.

GUIDELINES

7.3.3 Well-Lit Entries

Doorways and addresses of buildings should be well-lit and visible.

7.3.4 Minimizing Light Trespass

Lighting of walls, soffits and other surfaces should be applied strategically. It is also encouraged that all such surfaces that are visible to the exterior be studied for luminance ratios and glare, since illuminated surfaces rather than the light source itself can often be the major source of glare from a building.

7.3.5 Luminaire Ratings and Efficiency

Luminaires should be selected with rating considerations as determining factors, and should demonstrate at least 60-80 lumens per watt source efficacy.

The following codes should apply to lighting installations:

- ASHRAE 90.1
- California Title 24
- IESNA Recommended light levels

If alternate or equal fixtures are suggested during the submittal process, they should have efficiency equal to or greater than the originally specified products.

Light projected onto surfaces reduces light pollution.

A well-lit entry that also reduces light pollution

7.4 General Signage

Signage helps to highlight the identity of businesses while enhancing the appearance of the streetscape. Signage should be creative and engaging.

The standards and guidelines below pertain to general signage, as well as wayfinding and interpretive elements.

STANDARDS

7.4.1 Signage within the Power Station SUD

All signs shall be defined as described by Article 6 of the San Francisco Planning Code. Except as specified below, the provisions of *Section 607.2* ("Mixed-Use Districts") of the San Francisco Planning Code applicable to UMU (Urban Mixed-Use) Districts shall apply such that a sign that is permitted or prohibited in a UMU District shall likewise be permitted or prohibited at the Power Station. A sign shall not extend beyond the roofline of the building to which it is attached.

7.4.2 Concealed Electrical Signage Elements

All electrical signage elements, such as wires, exposed conduits, junction boxes, transformers, ballasts, switches, and panel boxes, shall be concealed from view.

7.4.3 Portable Signage

Portable signs, such as sandwich boards and valet parking signs, are permitted and limited to one per business. All portable signage shall be located within frontage or Furnishing Zones on sidewalks, or within open spaces fronting the businesses.

7.4.4 Temporary Sale or Lease Signs

No permit shall be required for temporary Sale or Lease Signs. Such signs are permitted only when all of the following criteria are met:

- No more than two such signs are permitted at any one time on any building; and
- The area of each sign is no larger than 40 square feet; and
- The height of each sign is no greater than 10 feet; and
- The sign is a wall sign or a window sign; and
- The sign is not directly illuminated; and
- The sign indicates the availability of a particular space within the building on or in which the sign is placed; and
- The sign directs attention to a space which is available for immediate sale or lease.

7.4.5 Signage along the Waterfront and Power Station Park

Signage for buildings fronting Power Station Park or the Bay Trail shall:

- Be 50 square feet or less, and its highest point may not be greater than 35 feet;
- Consist only of indirect illumination, pursuant to *Section 602* of the Planning Code, including but not limited to halo-style lighting.

See Figure 7.4.1 for applicable frontages.

GUIDELINES

7.4.6 Signage Design

The design of building signage should be creative and convey a unique identity. Collaboration with local artisans is strongly encouraged. Signage should be designed to relate to both the Power Station and the Dogpatch neighborhood. High quality materials and detailing are encouraged in building signs.

Tenant signage facing contributing buildings to the Third Street Industrial District should be utilitarian in design and materiality, to reflect the adjacent historic resources and strengthen the 23rd Street Streetscape. Backlit signage should be avoided.

7.4.7 Signage Orientation

Signage should be primarily oriented toward the pedestrian realm.

7.4.8 Preferred Signage Types

To encourage variety, preferred sign types include small blade designs, chalkboards, split-flap displays, window signs, projections, wall murals, and wall signs.

7.4.9 Projecting Signage

Projecting and three-dimensional signs are encouraged to relate to pedestrian scale and enrich the public realm.

Credit: Perkins+Will

Signage is an opportunity to convey a unique identity.

Figure 7.4.1 Waterfront and Power Station Park Frontages

Note:

1. Block 13 Mid-Block Alley Conceptual Location. Exact location of Mid-Block Alley is to be determined during design of Block 13. See Section 6.3 and Appendix A.12. Active Lane Frontage is required on both sides of Mid-Block Alley.

2. Block 15 Mid-Block Passage Conceptual Location. Exact location of Mid-Block Passage is to be determined during the design of Block 15. See Section 6.3 and Appendix A.6.

7.5 Wayfinding and Interpretive Signage

Thoughtfully located and intentionally designed wayfinding signage creates a legible and visually interesting neighborhood to guide people along the shortest routes to the appropriate transit options and neighborhood destinations. Visitors can also learn about the Power Station's history and cultural significance from well-placed educational signage.

Wayfinding signage helps promote the use of services and amenities.

STANDARDS

7.5.1 Wayfinding Signage

Clear wayfinding signage shall be provided to guide visitors and residents along the shortest walking route to transit stops, bike share stations, bicycle parking, car share pods, and major destinations on and off the project site. Highly visible information and signage about transportation services and amenities will encourage the use and enjoyment of these resources.

7.5.2 Public Facilities and Open Space Signage

Wayfinding signage shall be installed for interior public facilities, rooftop open spaces and facilities, ADA access routes, alternative access routes, bicycle facilities, the waterfront and waterfront access, and the Blue Greenway. Blue Greenway signage shall be consistent with the *San Francisco Bay Trail Design Guidelines and Toolkit (2016).*

7.5.3 Public Open Space Signage

Signage to Privately Owned Publicly Accessible (POPOS) open spaces shall comply with signage requirements pursuant to *Planning Code Section 138*.

Access to elevated public open spaces shall have two locations of signage, one of which shall be within five feet of the building entrance, and clearly visible from the street or adjoining public space.

7.5.4 BCDC Considerations

Signage within 100 feet of Mean High Water shall be consistent with BCDC approved signage graphics. See *BCDC Shoreline Signs: Public Access Signage Guidelines (2005)* for guidance on the design and installation of signs used at public access areas that are part of development projects along the San Francisco Bay shoreline.

GUIDELINES

7.5.5 Parking Wayfinding

Wayfinding signage for vehicular and bicycle parking access should be visible from a public street.

7.5.6 Interpretive Signage Icon

Interpretive signage for site education and interpretation should be visible to pedestrians from a public street and located at key points of interest, such as the Stack, Unit 3, and the waterfront. Figure 2.2.1 shows a conceptual Interpretive Location Plan Diagram. Interpretive signage should be consistent and compatible in design and content with the larger interpretive program.

Section 8

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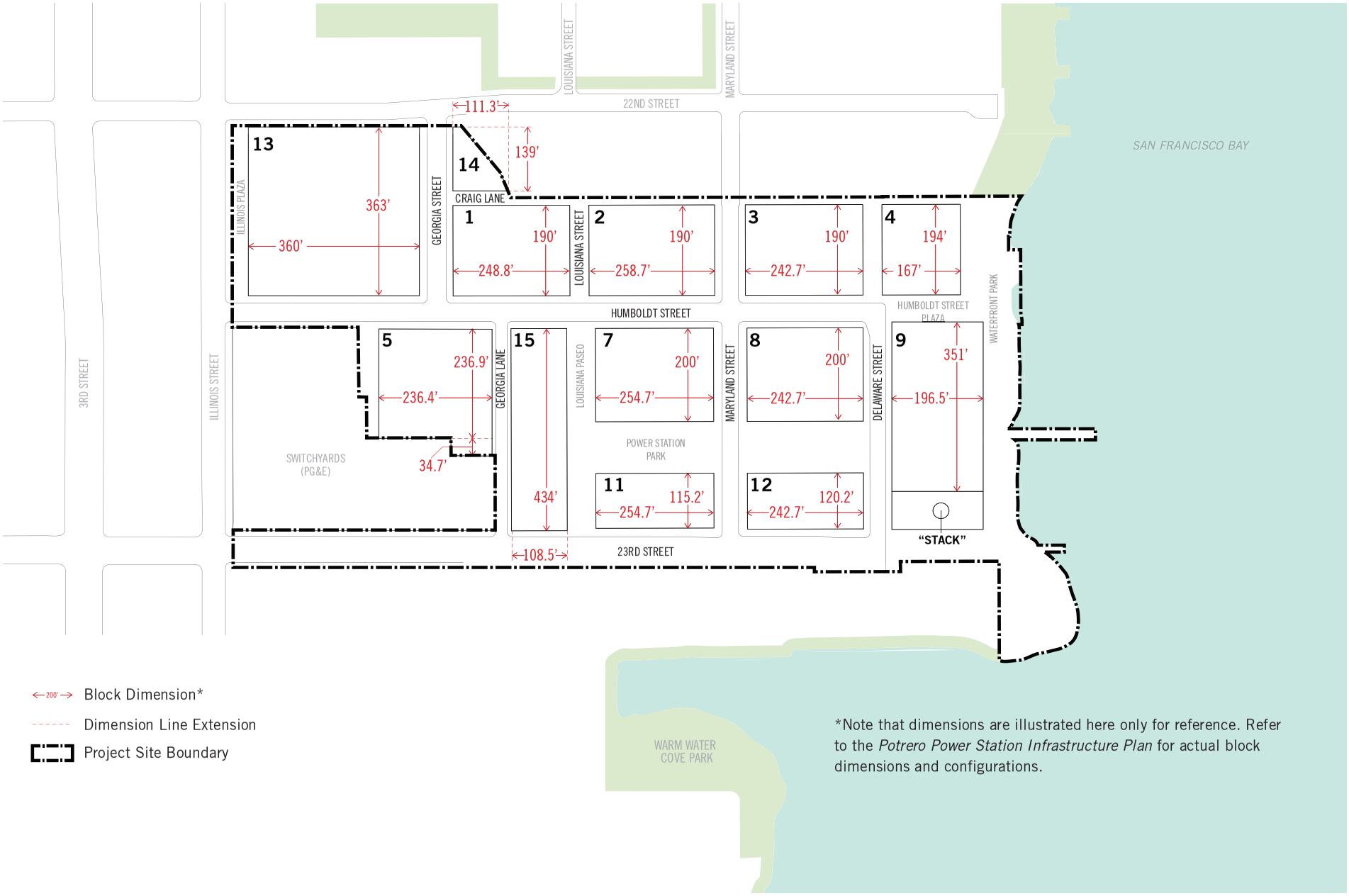
Figure A.0.1 Block Dimensions Diagram



*Note that dimensions are illustrated here only for reference. Refer to the *Potrero Power Station Infrastructure Plan* for actual block dimensions and configurations.

A. Block Plan Guide

The following guide illustrates how the standards and guidelines contained within this D4D apply to buildings within each block.

These following diagrams depict the parcel boundaries and maximum three-dimensional massing envelope allowed for each block. The ground-floor controls for each location, and minimum depths of each type of use, are included, as well as constraints for loading and parking entries. Extents of underground parking are defined here as well.

In addition to the plan and axon drawings, the building standards and guidelines that apply specifically to each block are listed here, as an easy checklist reference for designers and regulating agencies alike. In some cases, additional standards and guidelines are included to clarify specific requirements or allowances for individual buildings. In no instance shall this guide conflict with standards and guidelines stated in the main body of this Design for Development document. Where conflicts occur, the standards and guidelines contained in the main body shall apply.

A.1 Block 1 Controls (Mid-rise Tower)

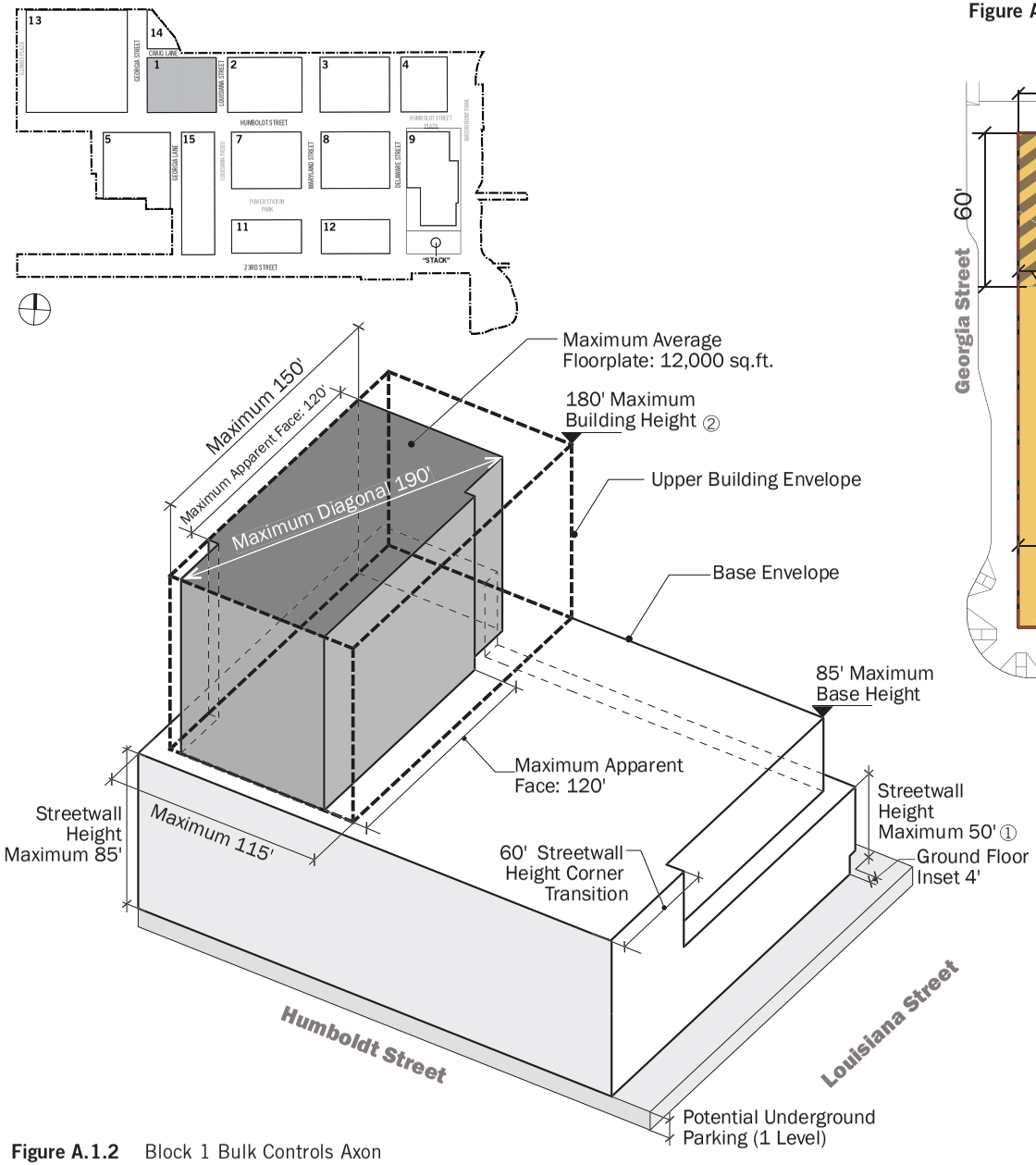
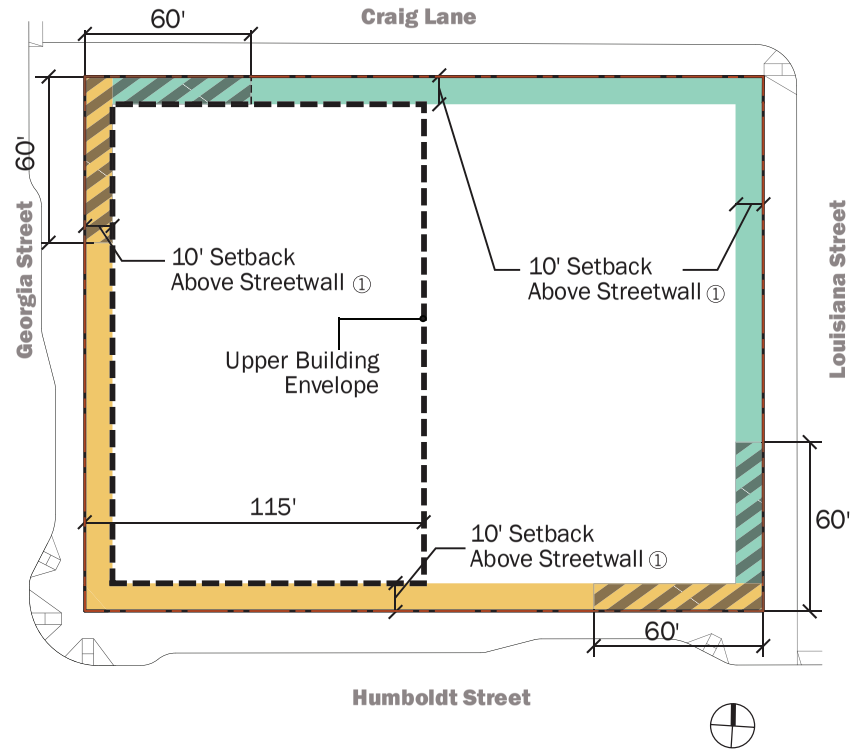


Figure A.1.2 Block 1 Bulk Controls Axon

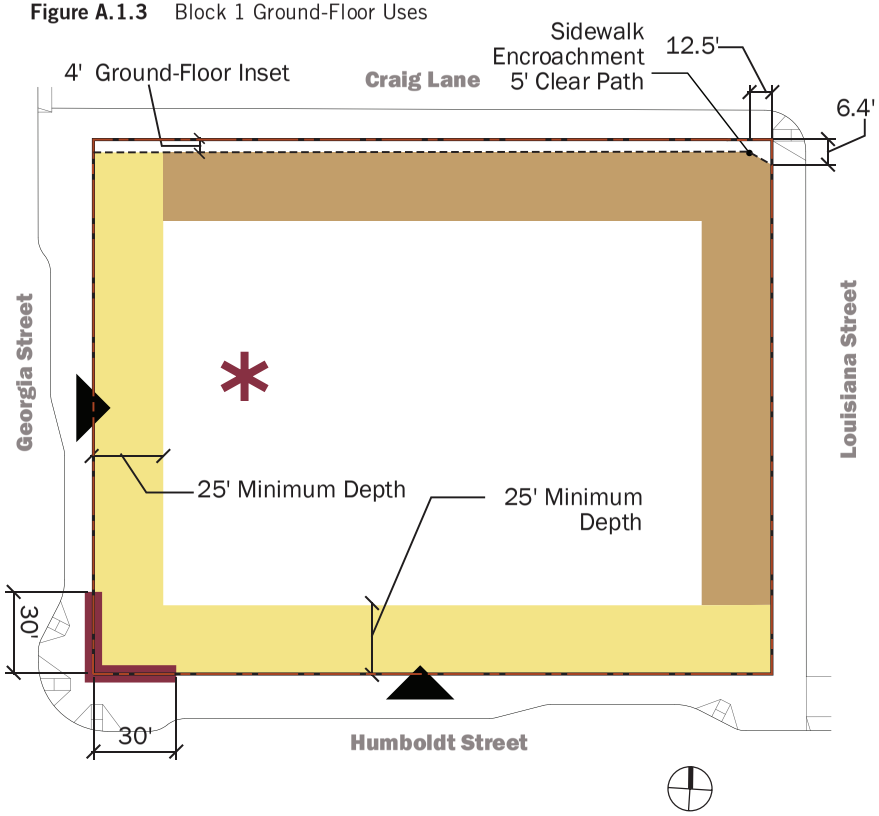
Figure A.1.1 Block 1 Bulk Controls



Notes:
① Streetwall setback not required for District Parking Garage.
② Maximum 90' for potential District Parking Garage.

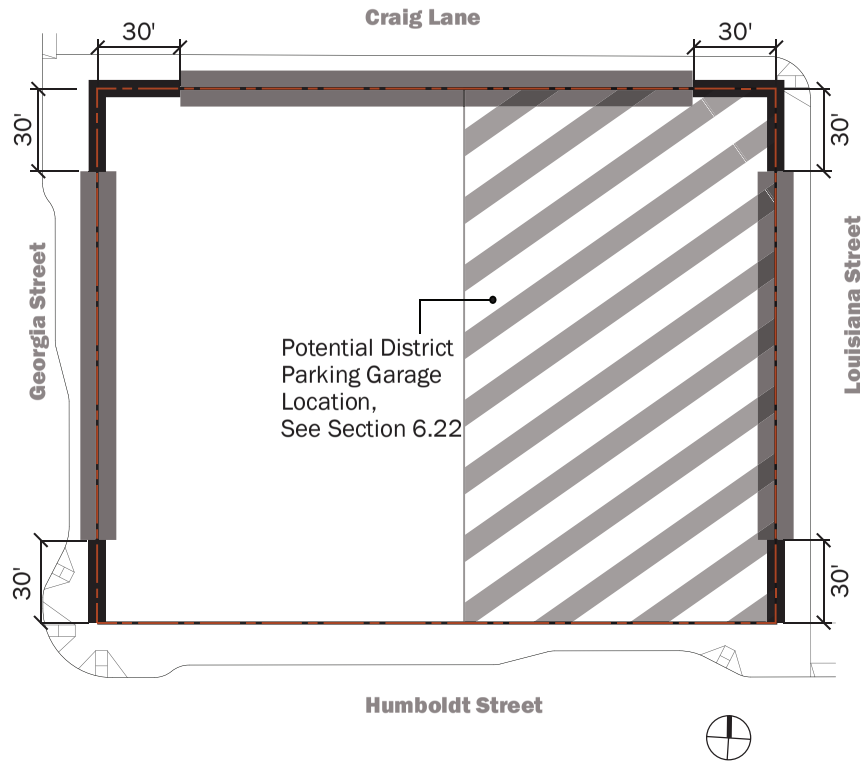
- Block Boundary
- Potential Build-to Line
- Upper Building Envelope
- Curb Line
- Varying Streetwall Heights at Corners (Section 6.4.6)
- Maximum 50' Streetwall Height
- Maximum 85' Streetwall Height

Figure A.1.3 Block 1 Ground-Floor Uses



- Block Boundary
- Potential Build-to Line
- Sidewalk Encroachment
- Curb Line
- Building Address Frontage
- Active Use Frontage
- Active Lane Frontage
- Corner with Active Uses
- Potential Grocery Store Location

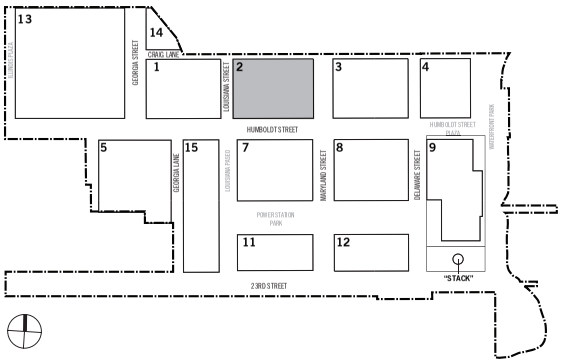
Figure A.1.4 Block 1 Parking and Loading



- Block Boundary
- Potential Build-to Line
- Curb Line
- Potential Parking and Loading Entry Frontage*
- 30' Loading Prohibited Zone
- Potential District Parking Garage

* One loading entry and one parking entry allowed per building, with exceptions as listed in Section 6.20.

A.2 Block 2 Controls (Mid-rise Building)



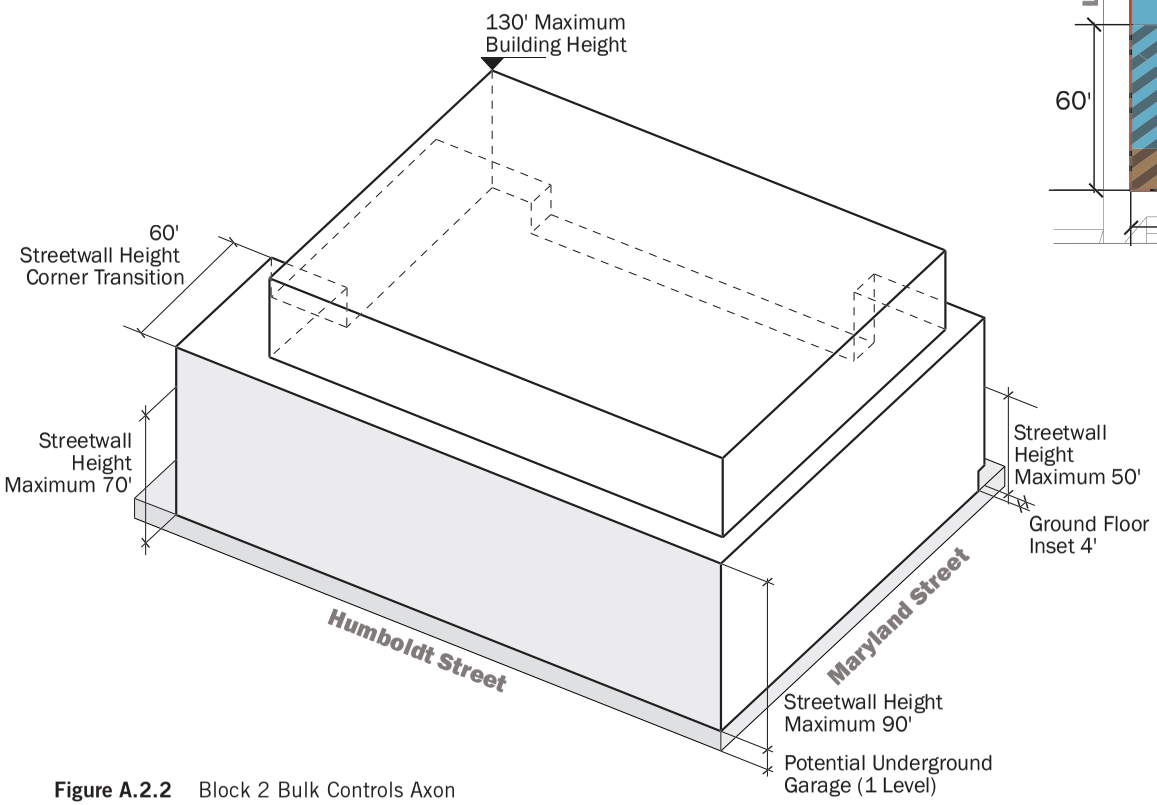


Figure A.2.2 Block 2 Bulk Controls Axon

Figure A.2.1 Block 2 Bulk Controls

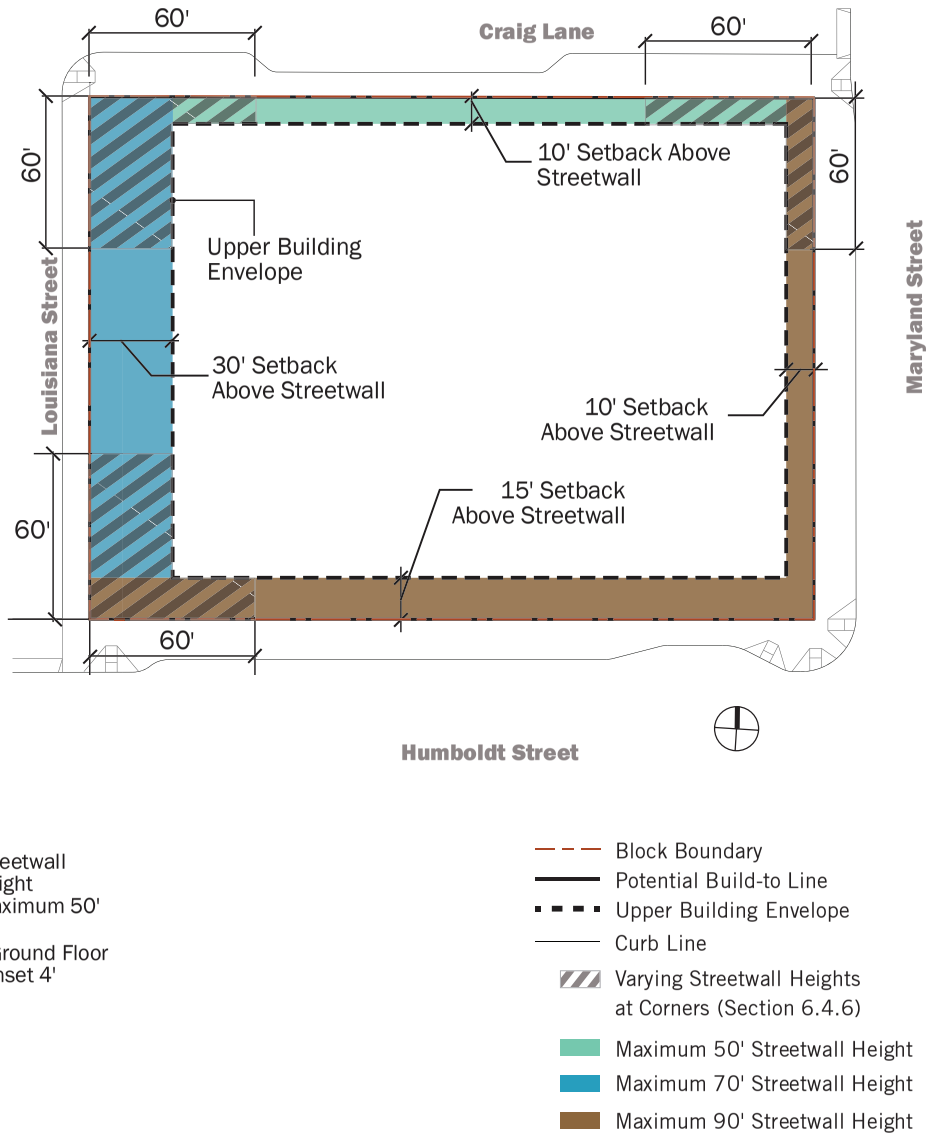
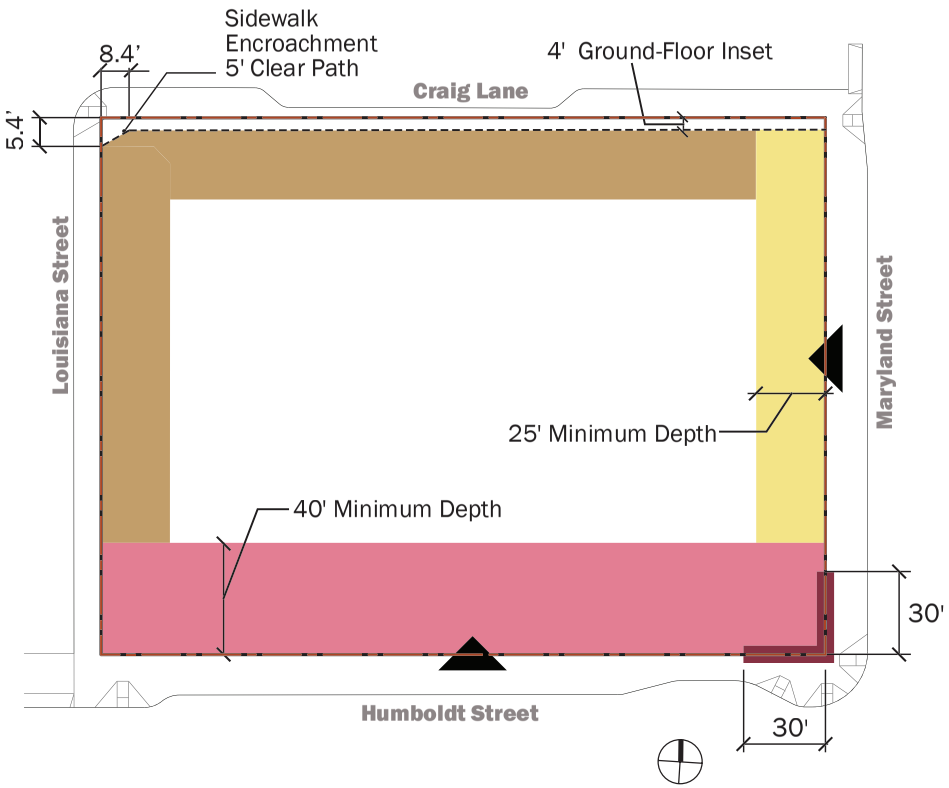
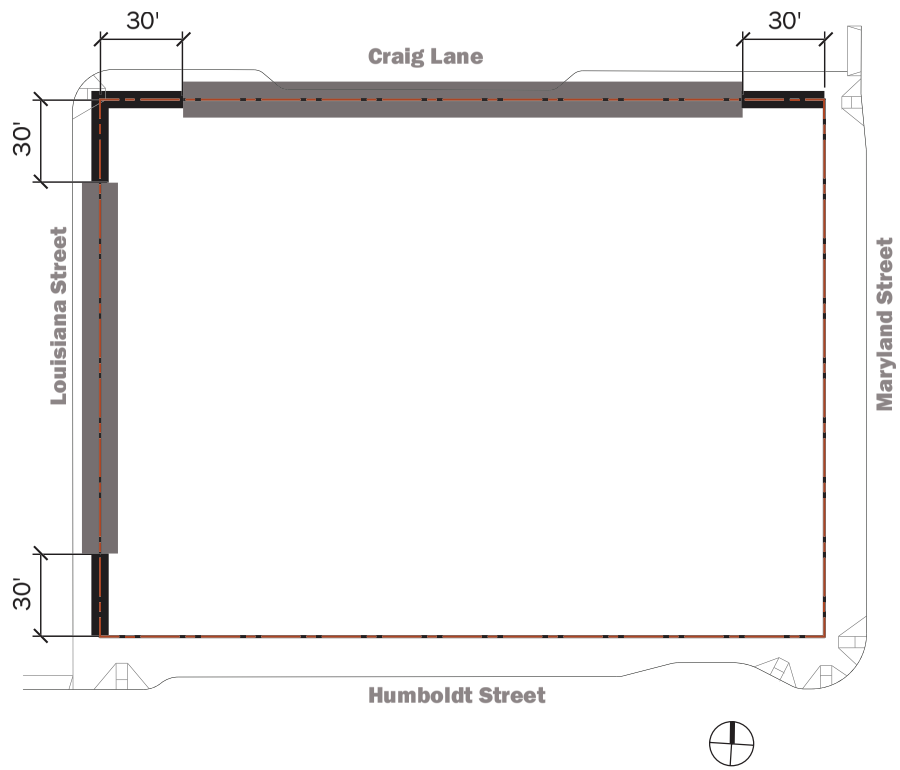


Figure A.2.3 Block 2 Ground-Floor Uses



- Block Boundary
- Potential Build-to Line
- Sidewalk Encroachment
- Curb Line
- Building Address Frontage
- Priority Retail Frontage
- Active Use Frontage
- Active Lane Frontage
- Corner with Active Uses

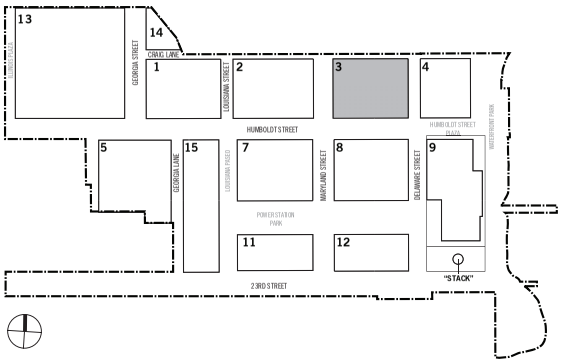
Figure A.2.4 Block 2 Parking and Loading



- Block Boundary
- Potential Build-to Line
- Curb Line
- Potential Parking and Loading Entry Frontage*
- 30' Loading Prohibited Zone

* One loading entry and one parking entry allowed per building, with exceptions as listed in Section 6.20.

A.3 Block 3 Controls (Mid-rise Building)



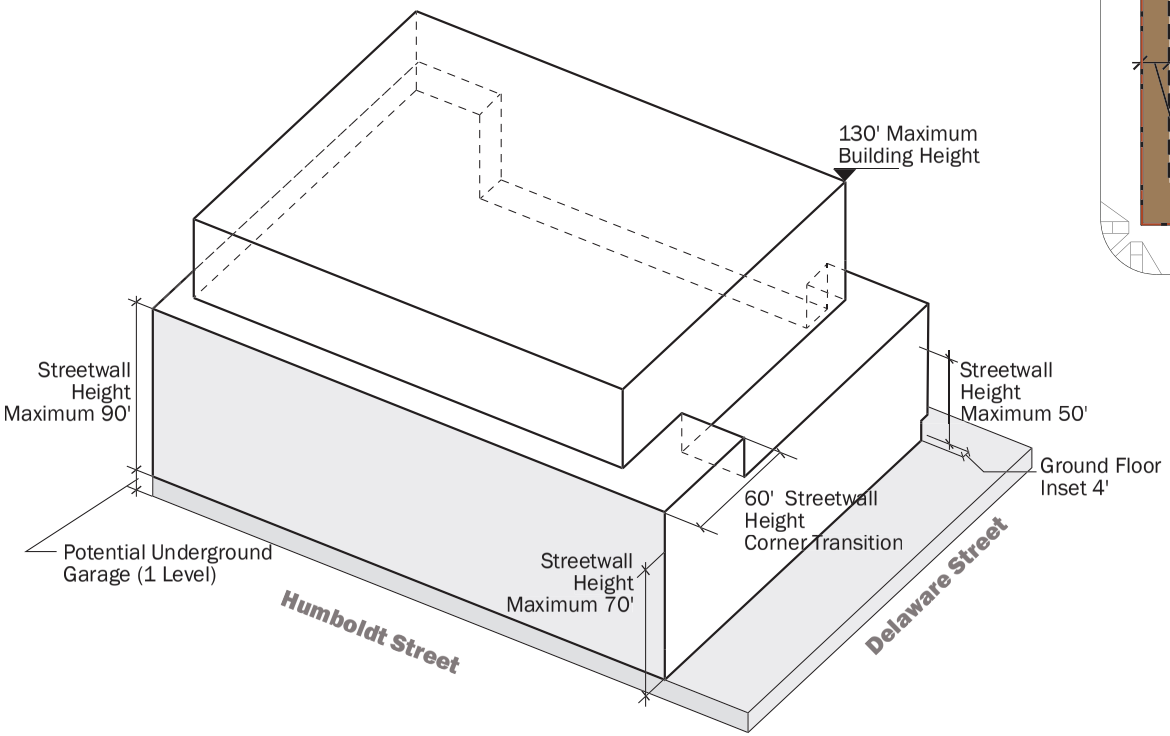


Figure A.3.2 Block 3 Bulk Controls Axon

Figure A.3.1 Block 3 Bulk Controls

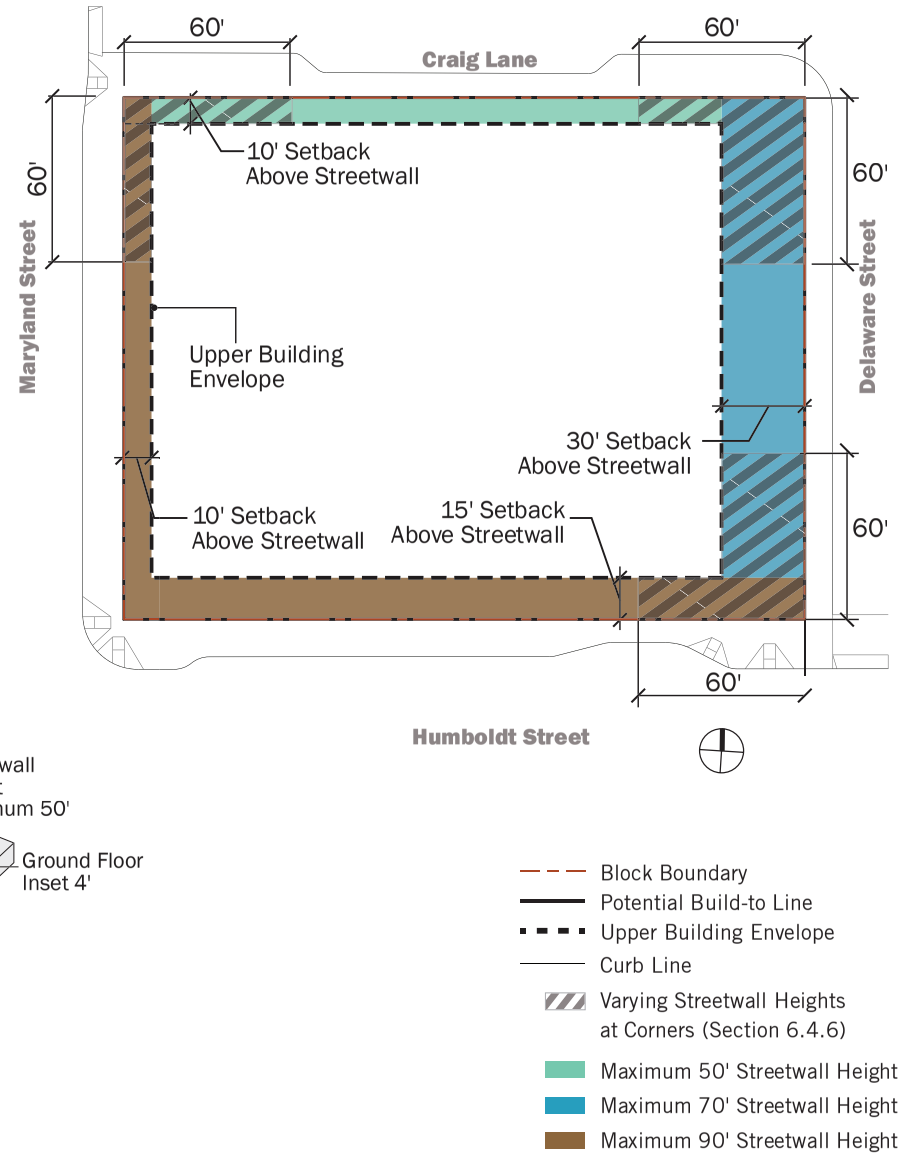
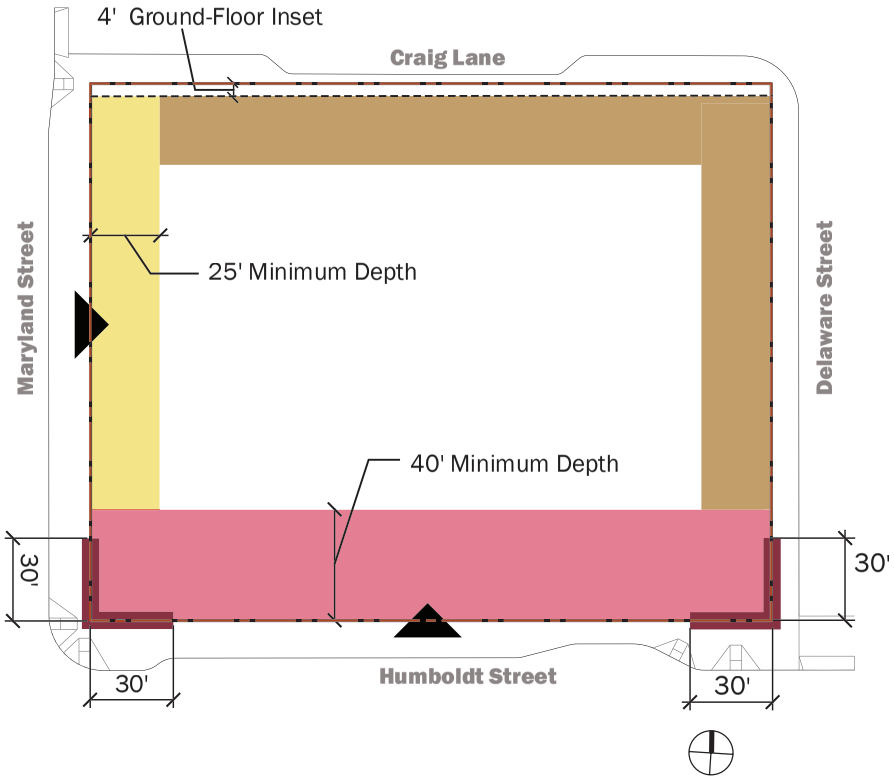
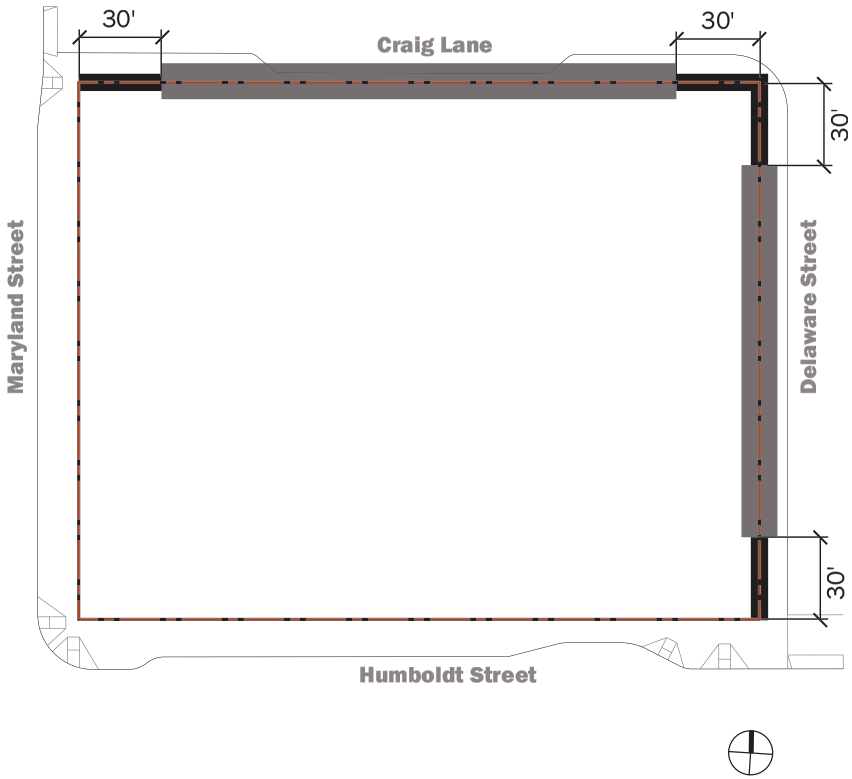


Figure A.3.3 Block 3 Ground-Floor Uses



Block Boundary
Potential Build-to Line
Sidewalk Encroachment
Curb Line
Building Address Frontage
Priority Retail Frontage
Active Use Frontage
Active Lane Frontage
Corner with Active Uses

Figure A.3.4 Block 3 Parking and Loading



Block Boundary
Potential Build-to Line
Curb Line
Potential Parking and Loading Entry Frontage*
30' Loading Prohibited Zone

* One loading entry and one parking entry allowed per building, with exceptions as listed in Section 6.20.

A.4 Block 4 Controls (Low-rise Building)

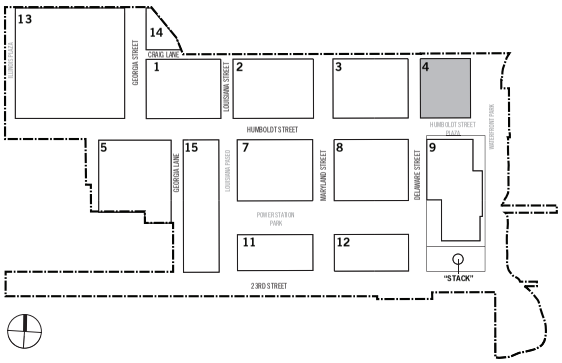
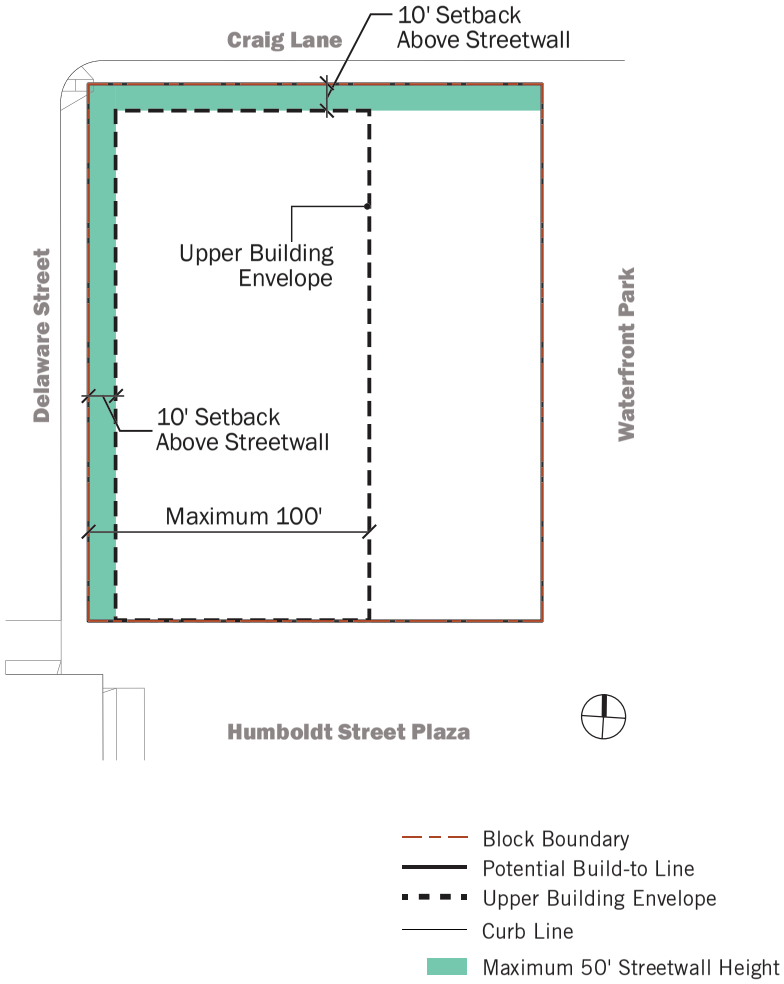


Figure A.4.1 Block 4 Bulk Controls



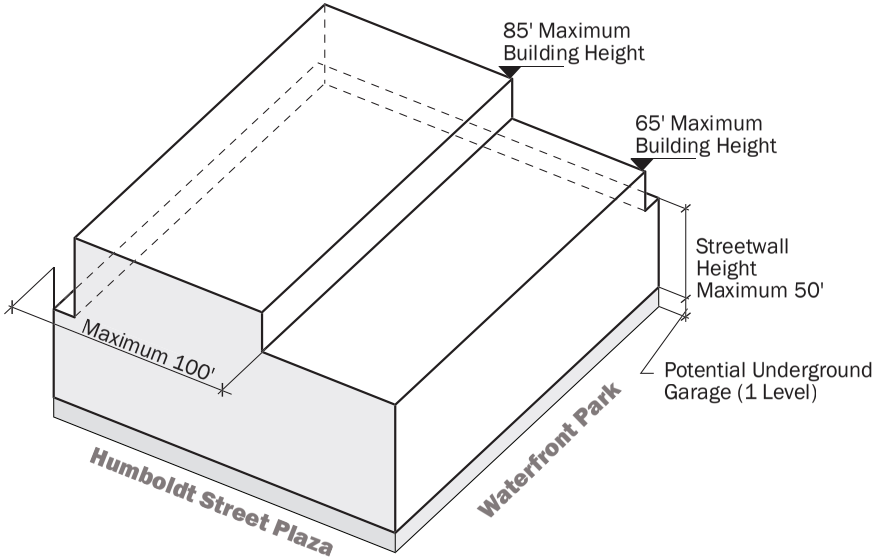
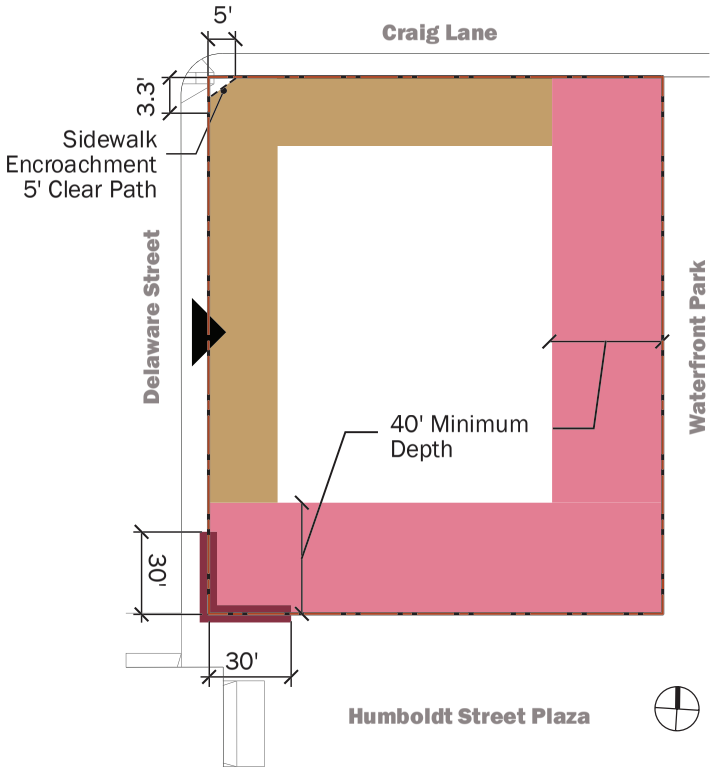


Figure A.4.2 Block 4 Bulk Controls Axon

Figure A.4.3 Block 4 Ground-Floor Uses



Block Boundary
Potential Build-to Line
Sidewalk Encroachment
Curb Line
Building Address Frontage
Priority Retail Frontage
Active Lane Frontage
Corner with Active Uses

Figure A.4.4 Block 4 Parking and Loading

Block Boundary
Potential Build-to Line
Curb Line
Potential Parking and Loading Entry Frontage*
30' Loading Prohibited Zone

* One loading entry and one parking entry allowed per building, with exceptions as listed in Section 6.20.

A.5 Block 5 Controls (High-rise Tower)

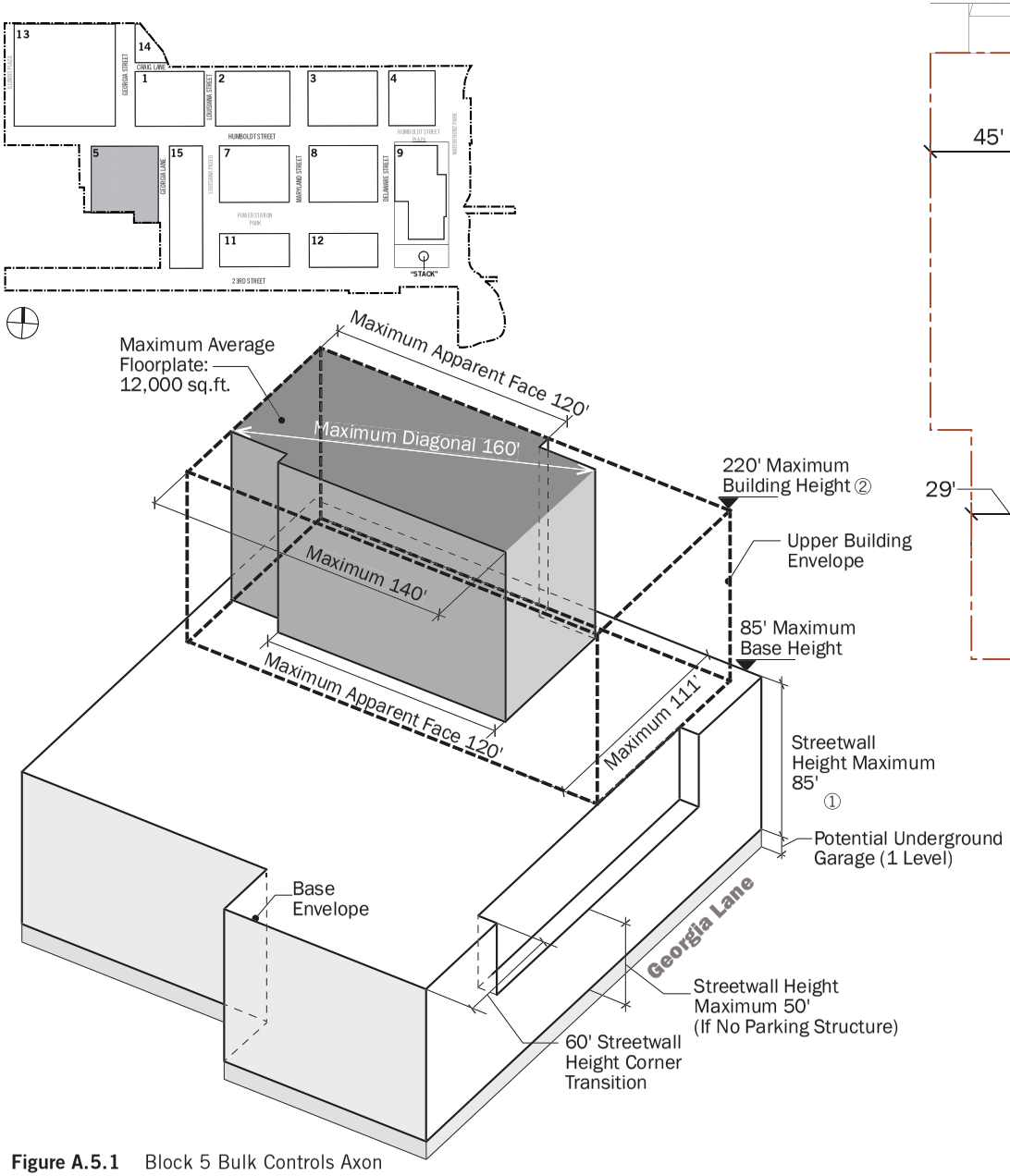
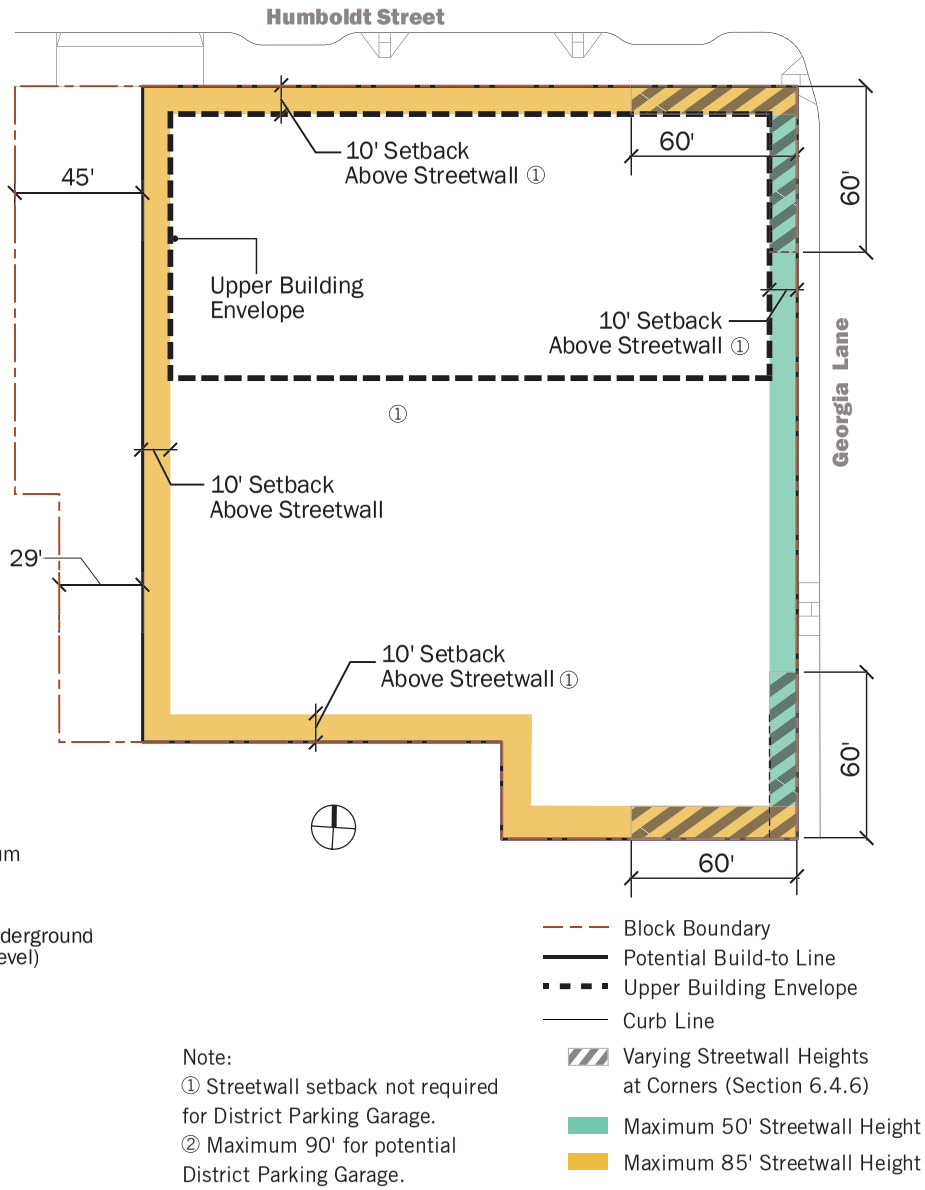


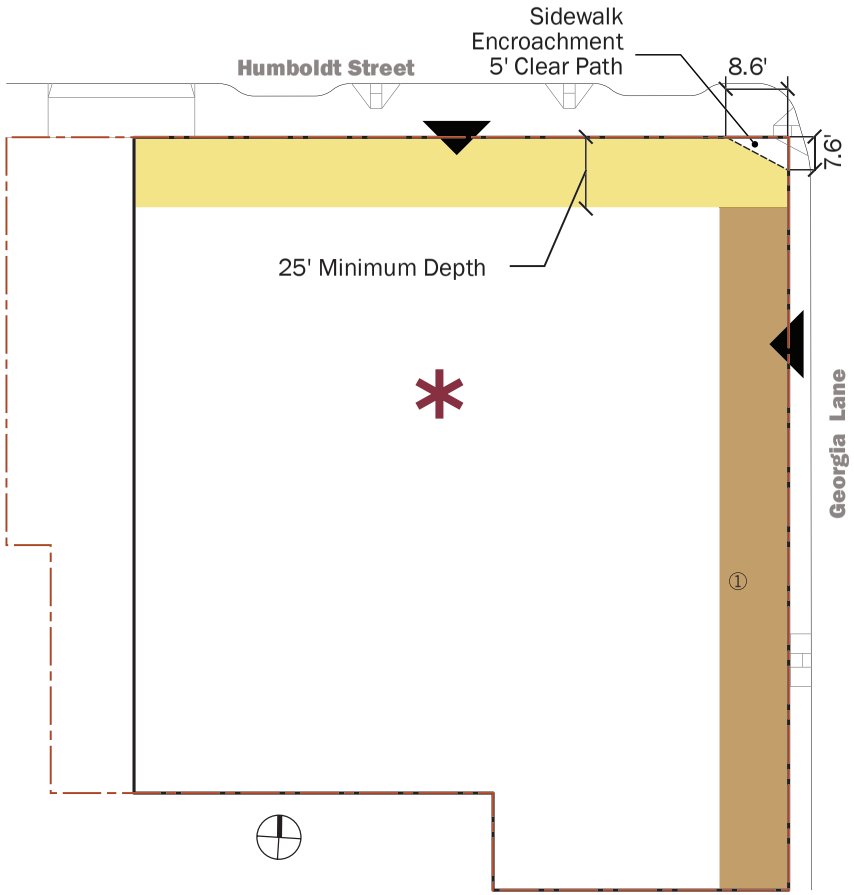
Figure A.5.1 Block 5 Bulk Controls Axon

Figure A.5.2 Block 5 Bulk Controls



Note:
① Streetwall setback not required for District Parking Garage.
② Maximum 90' for potential District Parking Garage.

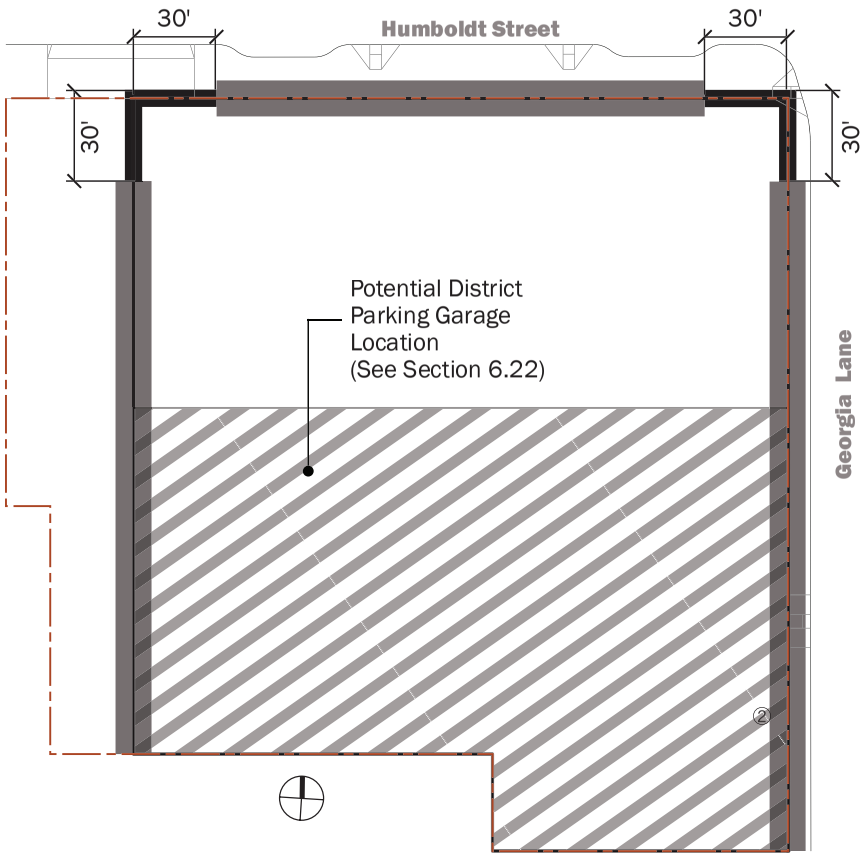
Figure A.5.3 Block 5 Ground-Floor Uses



- Block Boundary
- Potential Build-to Line
- Sidewalk Encroachment
- Curb Line
- Building Address Frontage
- Active Use Frontage
- Active Lane Frontage
- Corner with Active Uses
- Potential Grocery Store Location

Note:
① Active Use not required for parking garage frontage if located at Block 5.

Figure A.5.4 Block 5 Parking and Loading



- Block Boundary
- Potential Build-to Line
- Curb Line
- Potential Parking and Loading Entry Frontage*
- 30' Loading Prohibited Zone
- Potential District Parking Garage

* One loading entry and one parking entry allowed per building, with exceptions as listed in Section 6.20.

A.6 Block 15 Controls

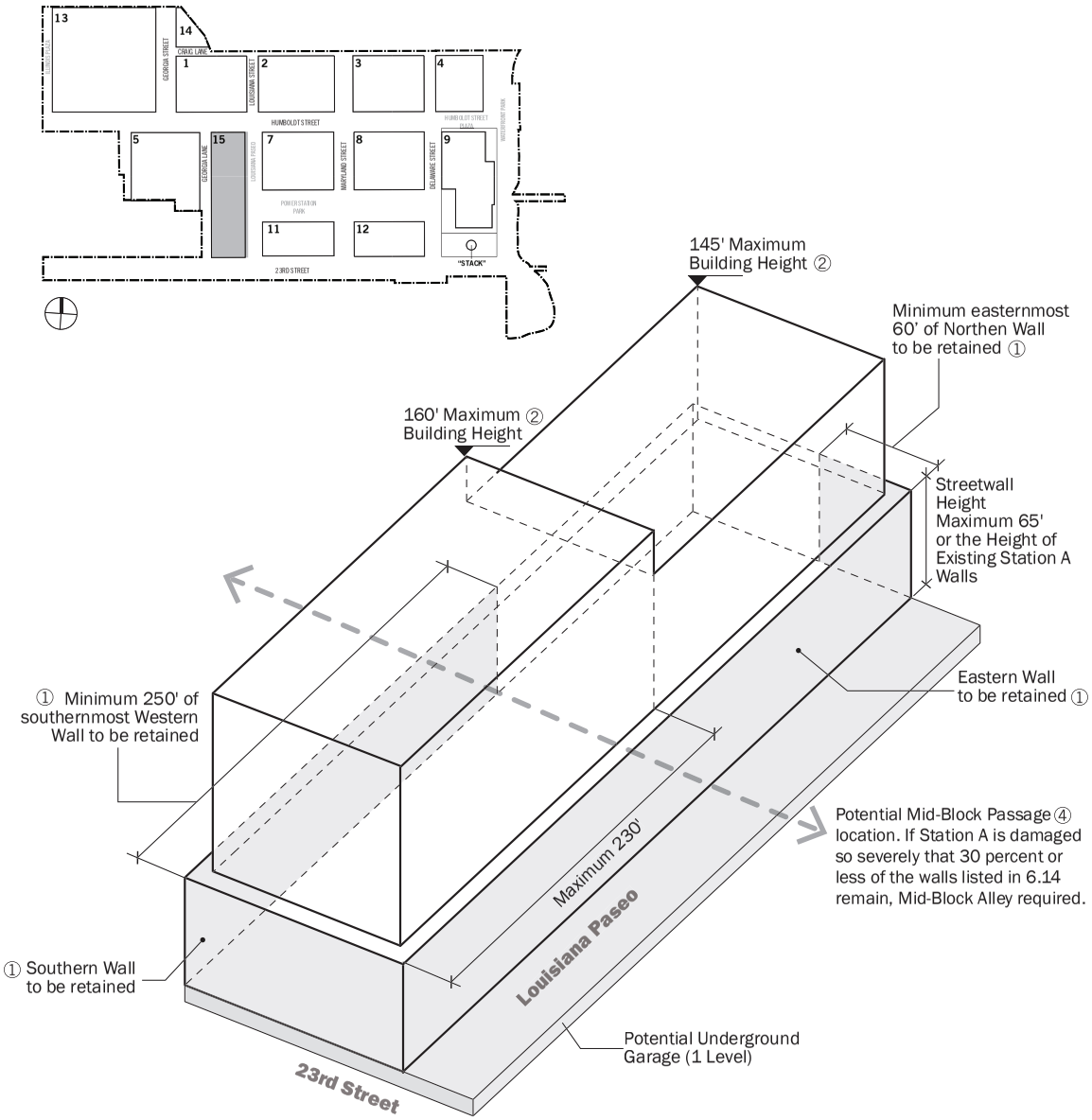
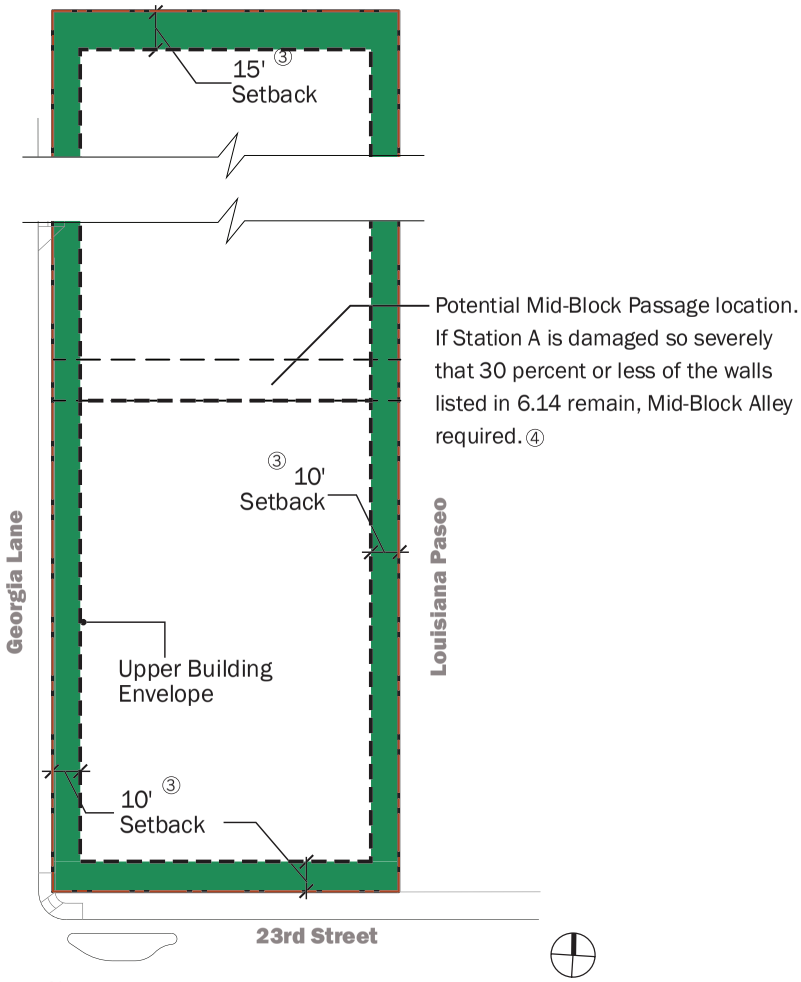


Figure A.6.2 Block 15 Bulk Controls Axon

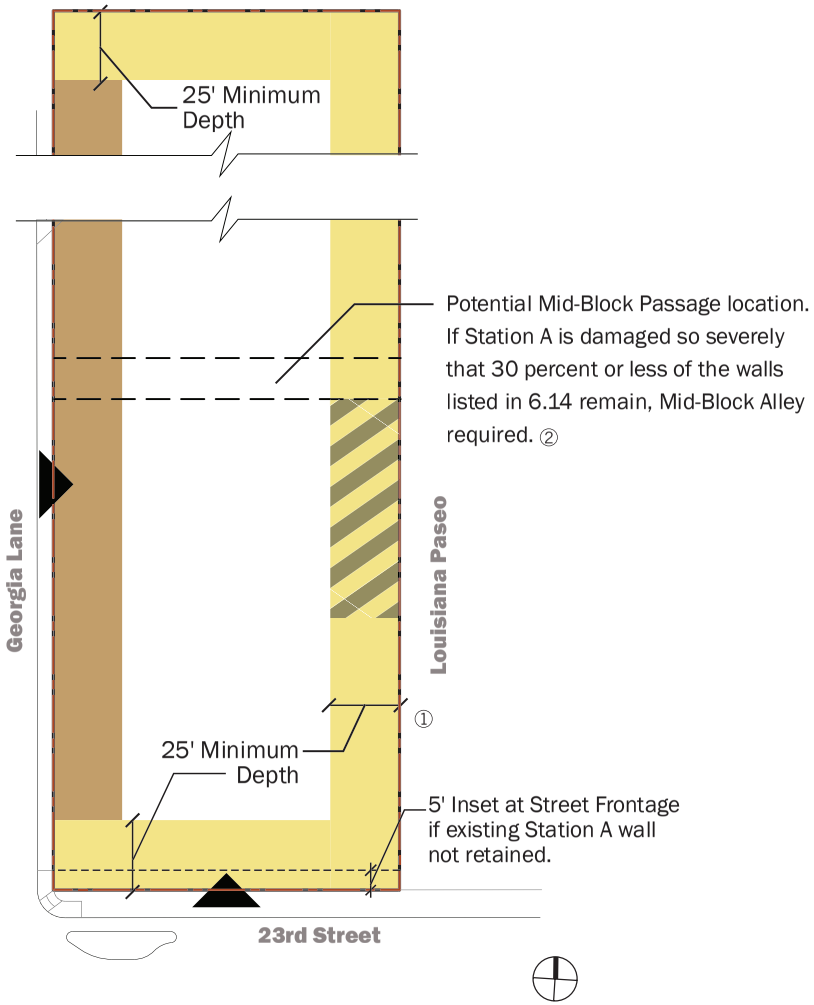
Figure A.6.1 Block 15 Bulk Controls



Note:
① See Section 6.14.1 Station A Retained Features.
② See Section 6.14.5 Station A Sculpting for alternative height locations.
③ See Section 6.14.5 Station A Sculpting for alternative approaches to building setbacks.
④ See Section 6.3 for Mid-Block Alley/Passage Controls.

- Block Boundary
- Potential Build-to Line
- Upper Building Envelope
- Curb Line
- Maximum 65' Streetwall Height or the Height of Existing Station A Walls

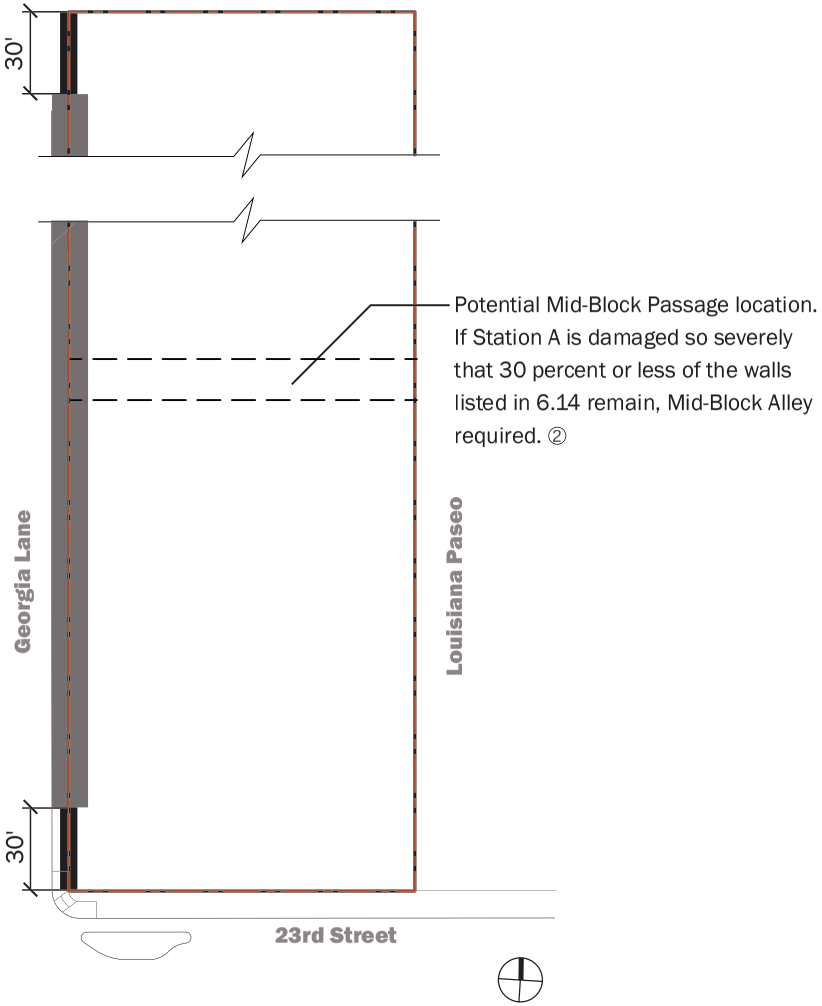
Figure A.6.3 Block 15 Ground-Floor Uses



- Block Boundary
- Potential Build-to Line
- Sidewalk Encroachment
- Curb Line
- Building Address Frontage
- Active Use Frontage
- Active Lane Frontage
- Required Active Use frontage with and without Station A

Note:
① If Station A is damaged so severely that 30 percent or less of the walls listed in 6.14 remain, then Active Frontage will apply to north, east, and south façades, and Active Lane Frontage would apply to west façades. See Figure 3.2.1.
② See Section 6.3 for Mid-Block Alley/Passage Controls.

Figure A.6.4 Block 15 Parking and Loading



Note:
① One loading entry and one parking entry allowed per building, with exceptions as listed in Section 6.20.
② See Section 6.3 for Mid-Block Alley/Passage Controls.

- Block Boundary
- Potential Build-to Line
- Curb Line
- Potential Parking and Loading Entry Frontage ①
- 30' Loading Prohibited Zone

A.7 Block 7 Controls (High-rise Tower)

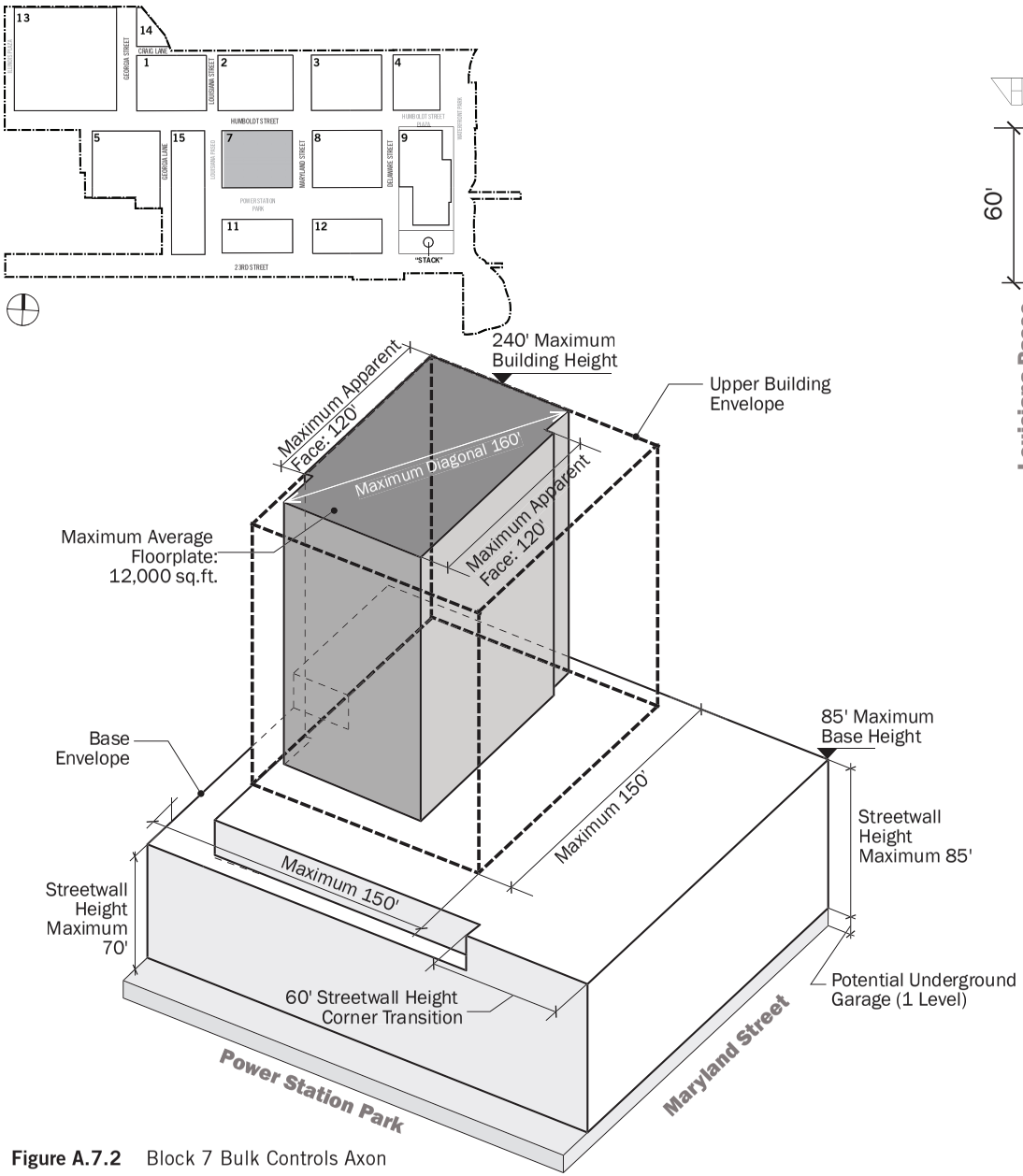


Figure A.7.2 Block 7 Bulk Controls Axon

Figure A.7.1 Block 7 Bulk Controls

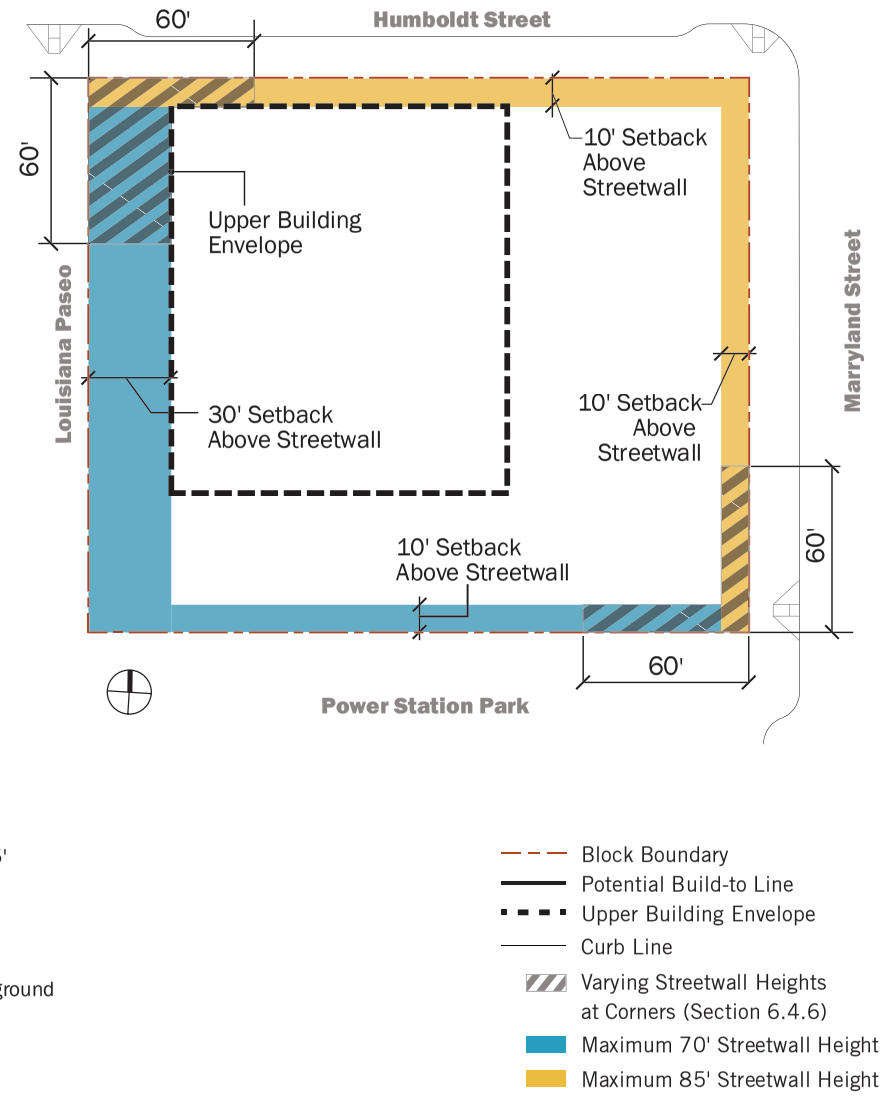
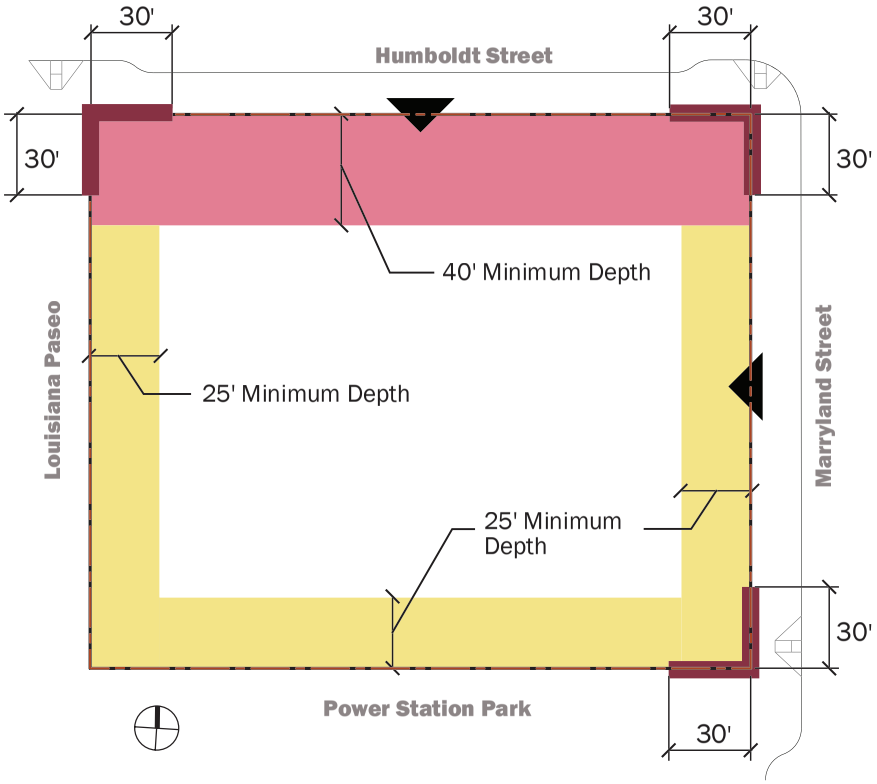
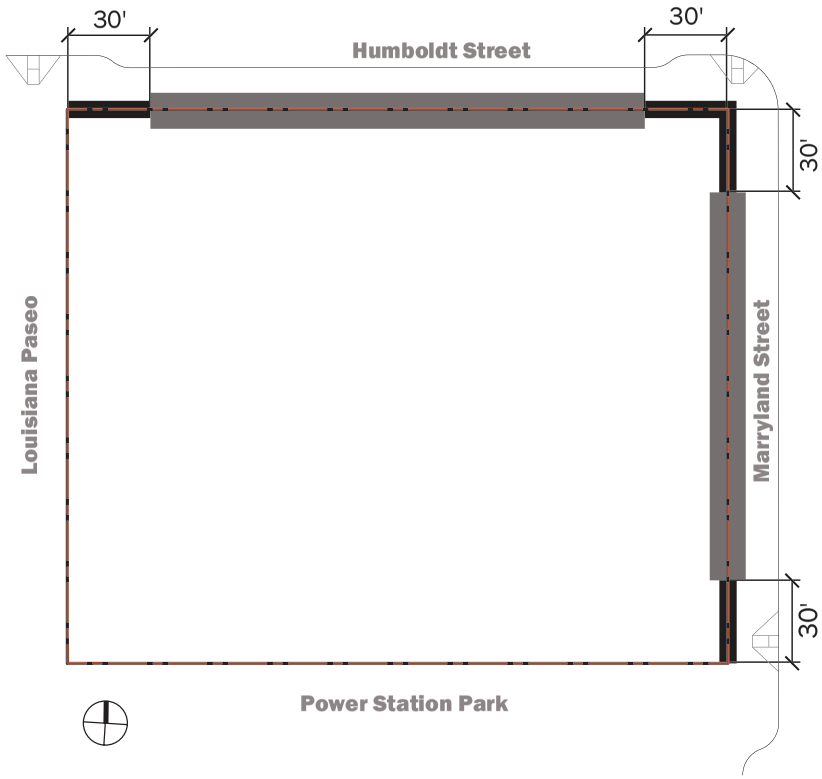


Figure A.7.3 Block 7 Ground-Floor Uses



Block Boundary
Potential Build-to Line
Sidewalk Encroachment
Curb Line
Building Address Frontage
Priority Retail Frontage
Active Use Frontage
Corner with Active Uses

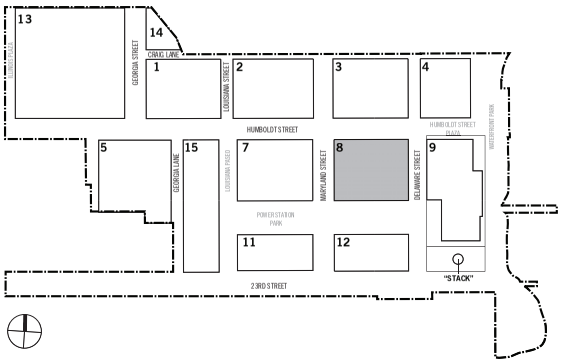
Figure A.7.4 Block 7 Parking and Loading



Block Boundary
Potential Build-to Line
Curb Line
Potential Parking and Loading Entry Frontage*
30' Loading Prohibited Zone

* One loading entry and one parking entry allowed per building, with exceptions as listed in Section 6.20.

A.8 Block 8 Controls (Mid-rise Building)



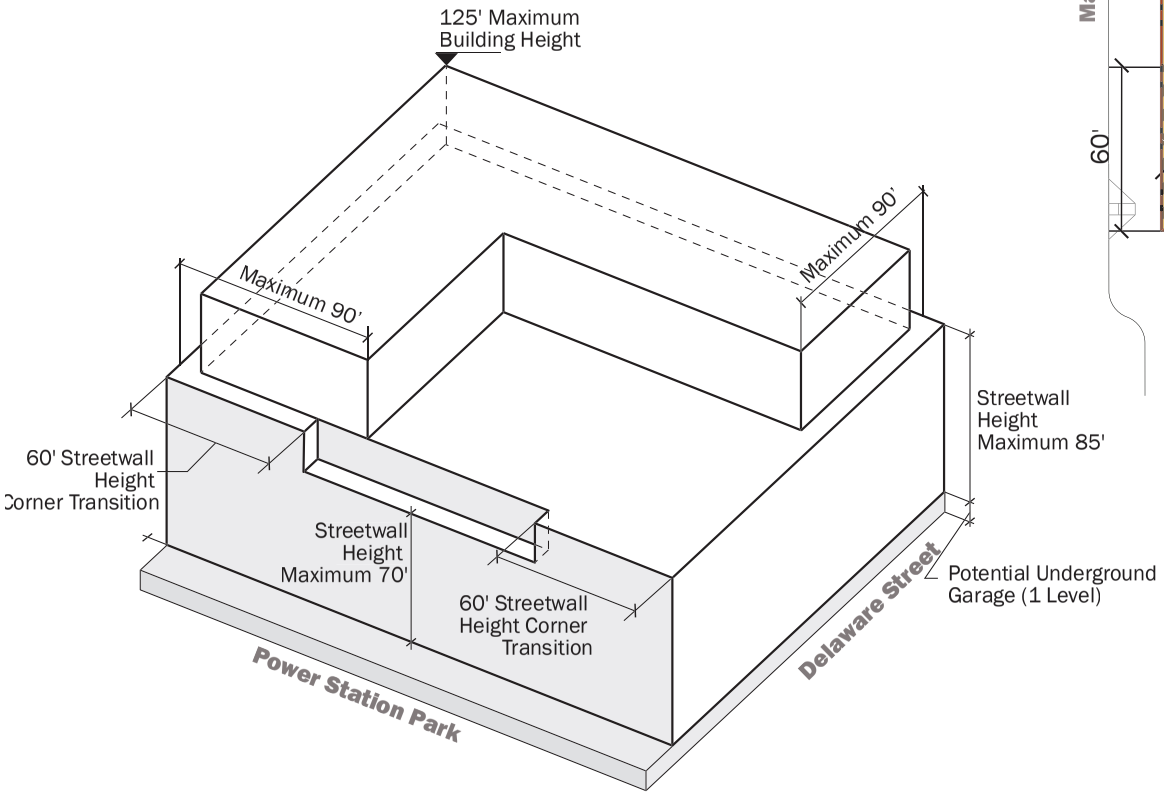


Figure A.8.2 Block 8 Bulk Controls Axon

Figure A.8.1 Block 8 Bulk Controls

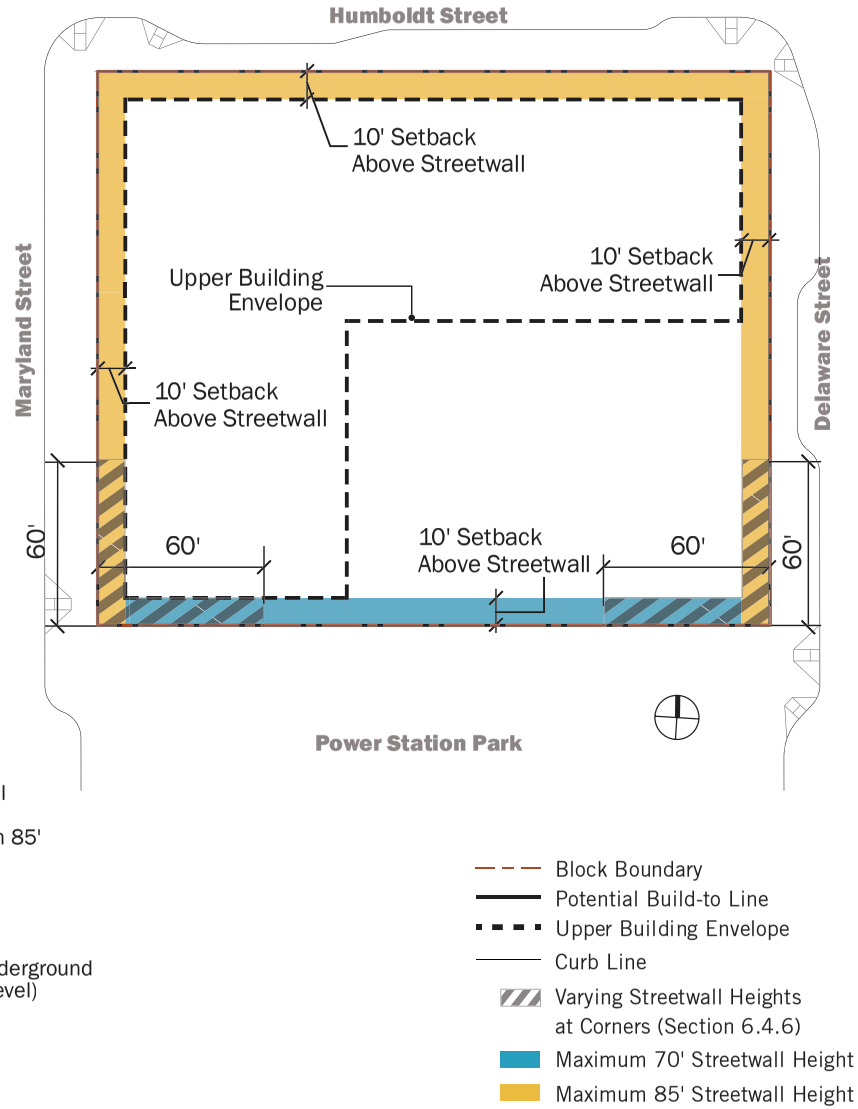
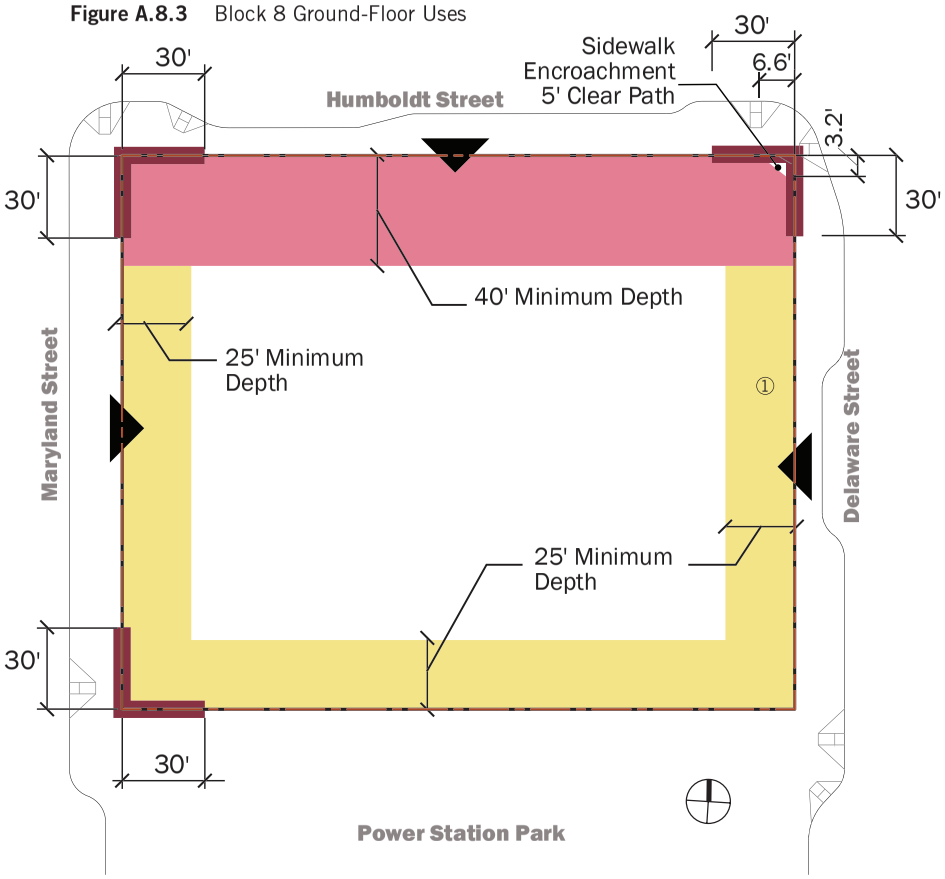


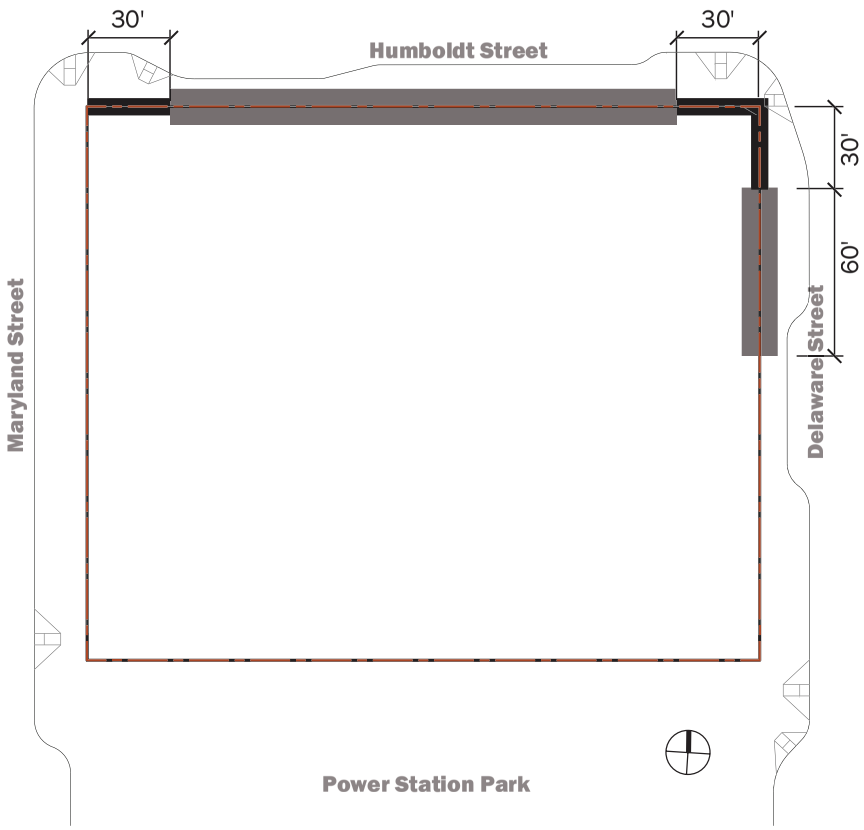
Figure A.8.3 Block 8 Ground-Floor Uses



Block Boundary
Potential Build-to Line
Sidewalk Encroachment
Curb Line
Building Address Frontage
Priority Retail Frontage
Active Use Frontage
Corner with Active Uses

Note:
① Transit Support Facilities shall be provided along the east side of Block 8, see Section 6.10.2

Figure A.8.4 Block 8 Parking and Loading



Block Boundary
Potential Build-to Line
Curb Line
Potential Parking and Loading Entry Frontage*
30' Loading Prohibited Zone

* One loading entry and one parking entry allowed per building with exceptions as listed in Section 6.20.

A.9 Block 9 Options

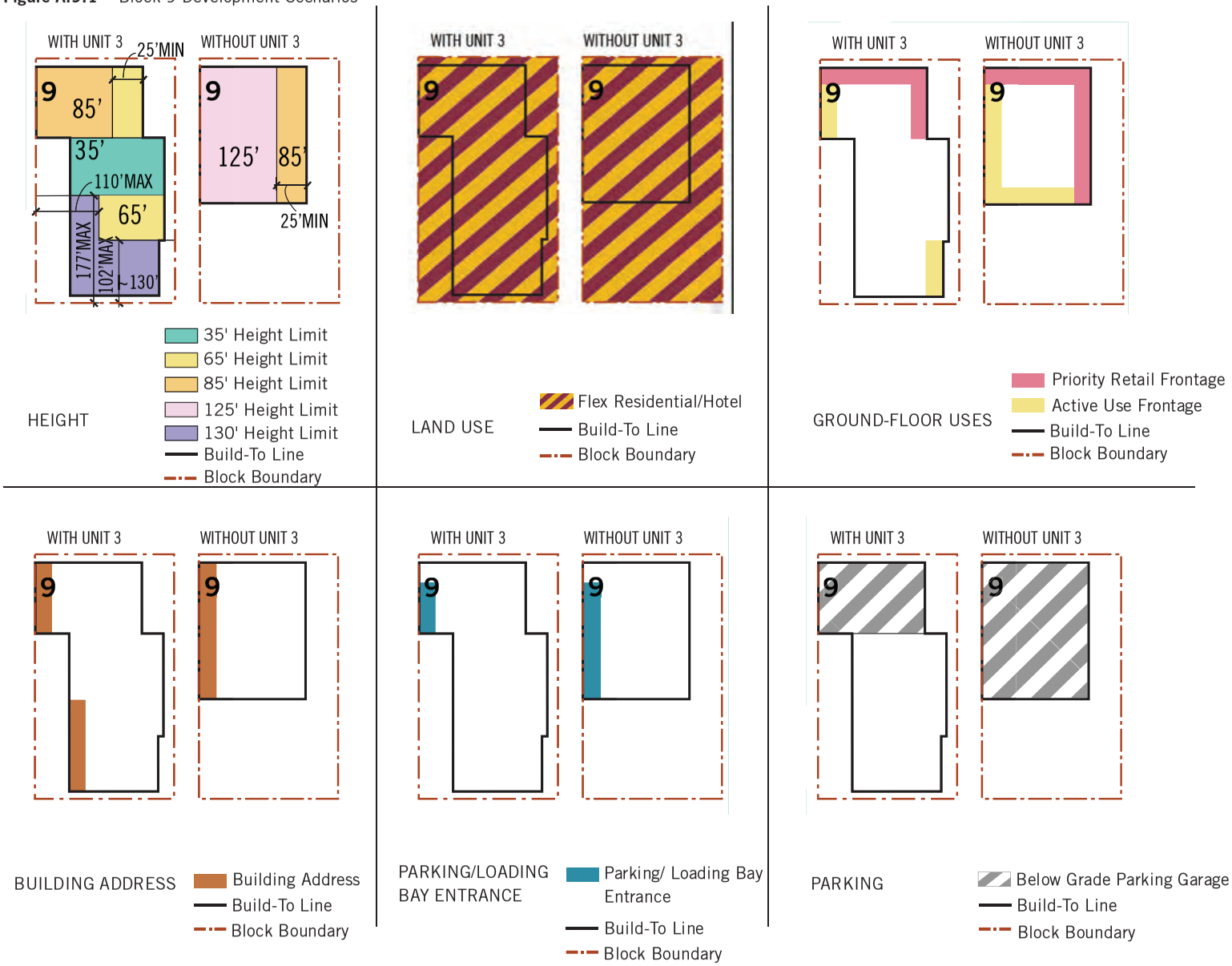
Block 9 currently contains the Unit 3 power block structure. Two options for the block have been envisioned – one where Unit 3 remains and is repurposed with a hotel, and another option where the structure is demolished and replaced with open space and a building with either hotel or residential uses.

Option 1: With Unit 3
In Option 1, the Unit 3 power block would remain and become repurposed as a hotel, residential building, or combination of the two. This option would require the removal of obsolete mechanical equipment within Unit 3, such as the boiler. In some areas, subject to the standards discussed below, the building envelope could increase to create a floorplate more suitable for rehabilitation. The standards and guidelines given in Section 6.13 will guide development on this block under Option 1.

Option 2: Without Unit 3
In Option 2, the Unit 3 power block would be demolished and a new building constructed pursuant to the controls contained in this D4D, in particular, see Section 6.11.8.

The following diagrams depict standards and guidelines contained in this D4D for Block 9 with and without Unit 3.

Figure A.9.1 Block 9 Development Scenarios



A.9A Block 9 Controls: With Unit 3

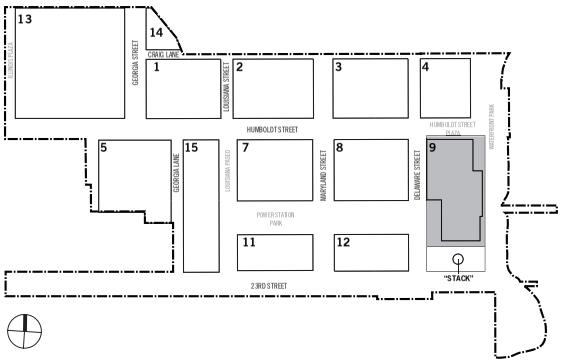
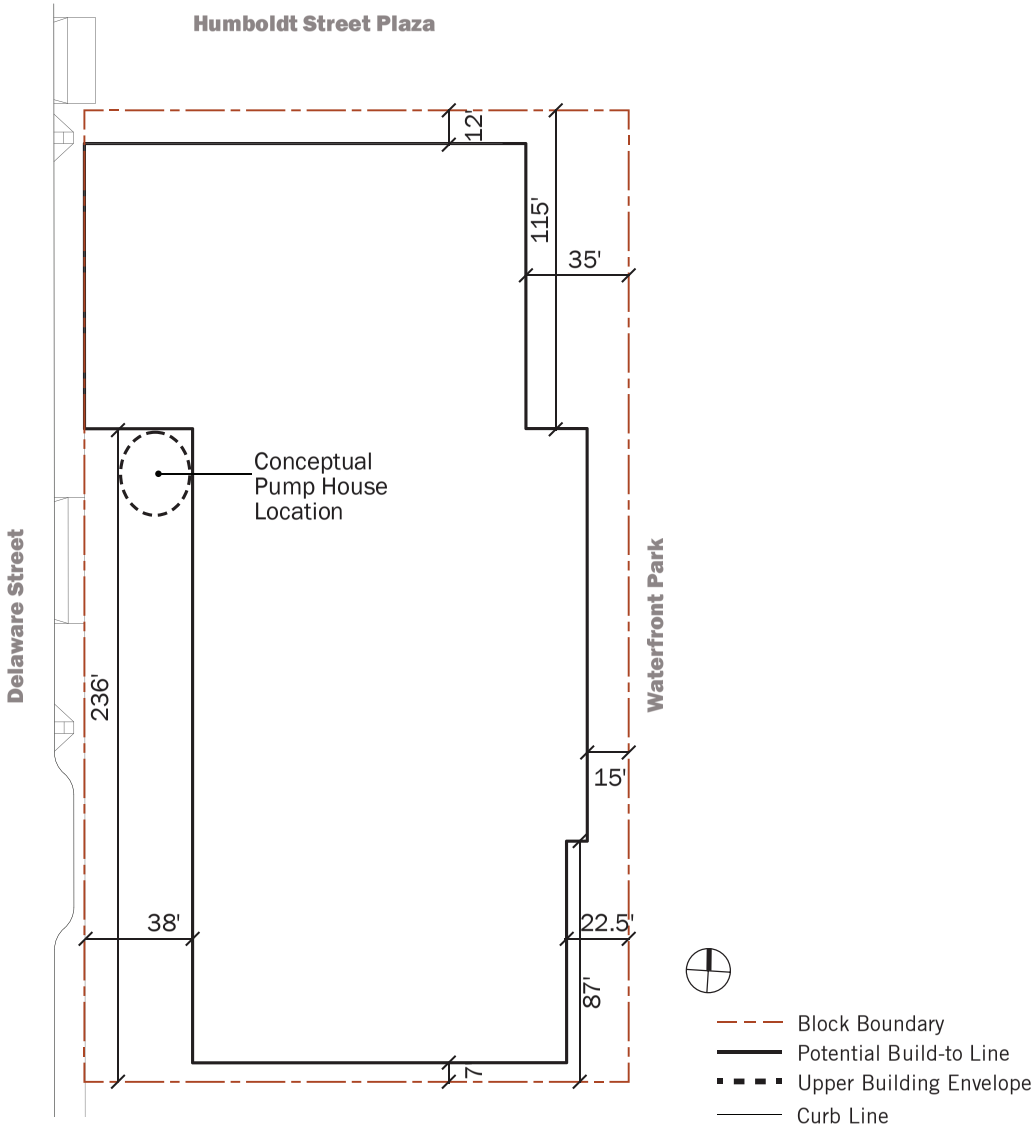
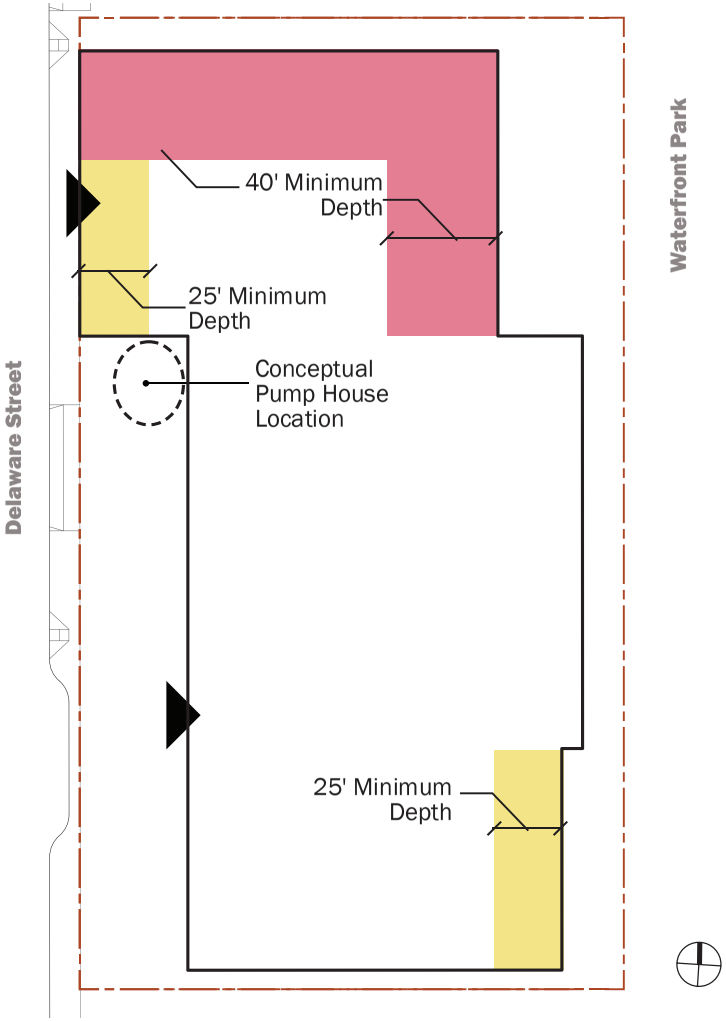


Figure A.9.2 Block 9A Setbacks



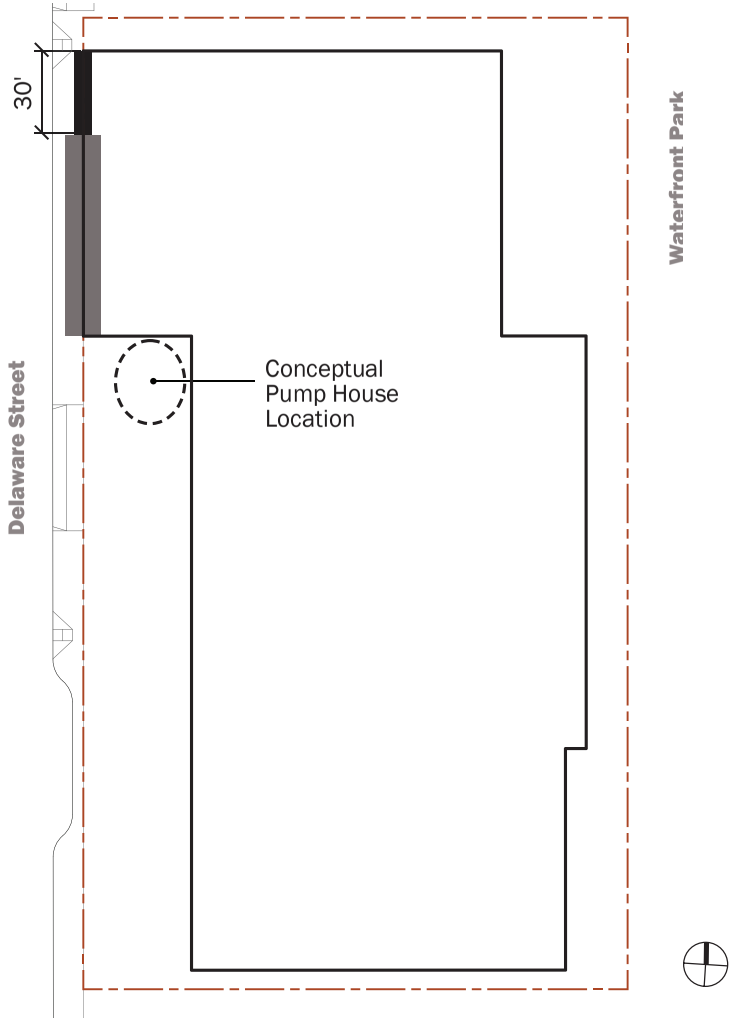
Note: Above a height of 36 feet, the building may project west of the 38-foot setback line by up to 17 feet, provided that SFFD can adequately service the building.

Figure A.9.3 Block 9A Ground-Floor Uses



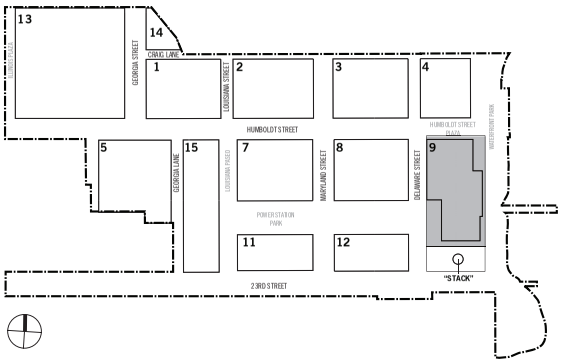
Block Boundary
Potential Build-to Line
Sidewalk Encroachment
Curb Line
Building Address Frontage
Priority Retail Frontage
Active Use Frontage

Figure A.9.4 Parking and Loading



Block Boundary
Potential Build-to Line
Curb Line
Potential Parking and Loading Entry Frontage*
30' Loading Prohibited Zone
* One loading entry and one parking entry allowed per building with exceptions as listed in Section 6.20.

Figure A.9.5 Block 9A Height Controls



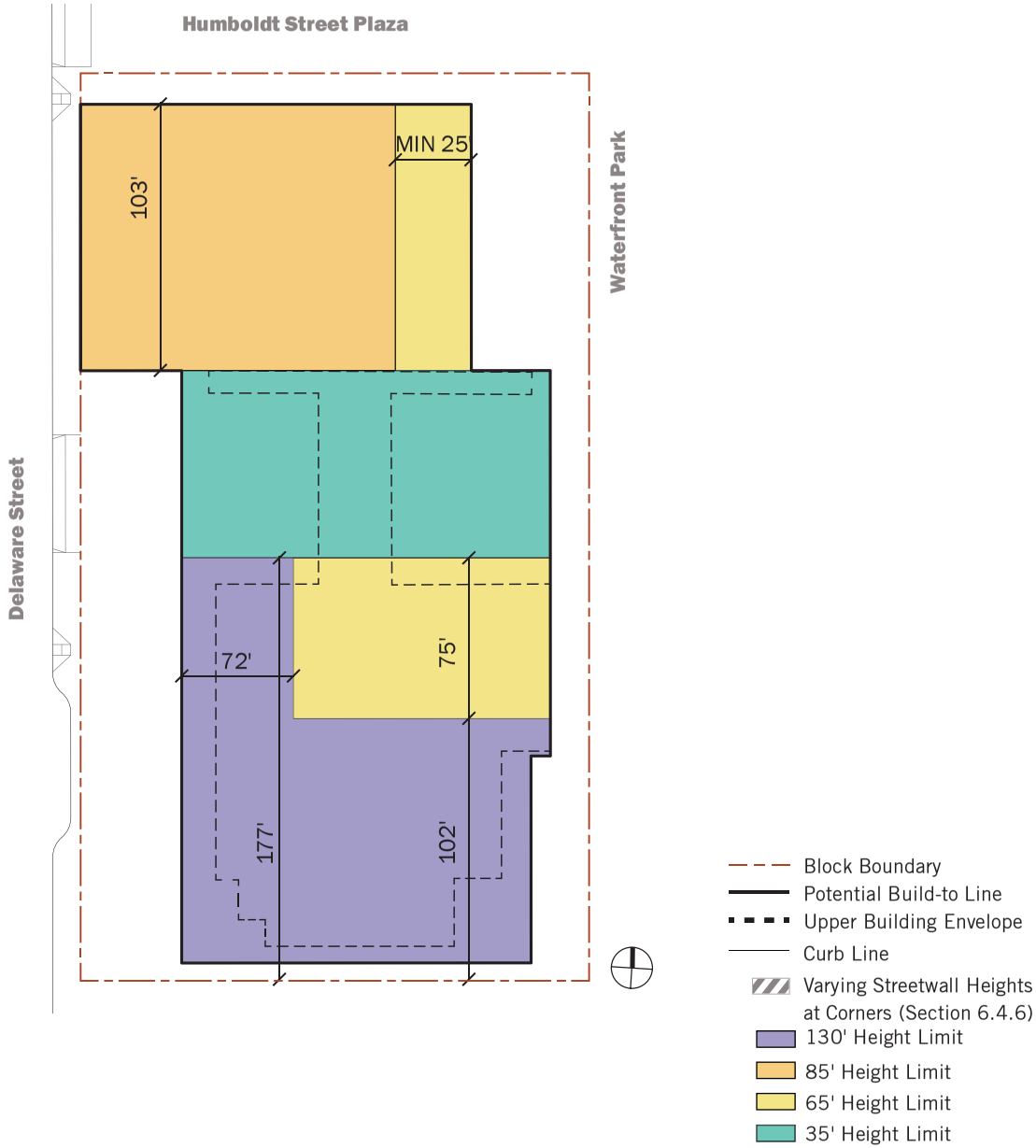
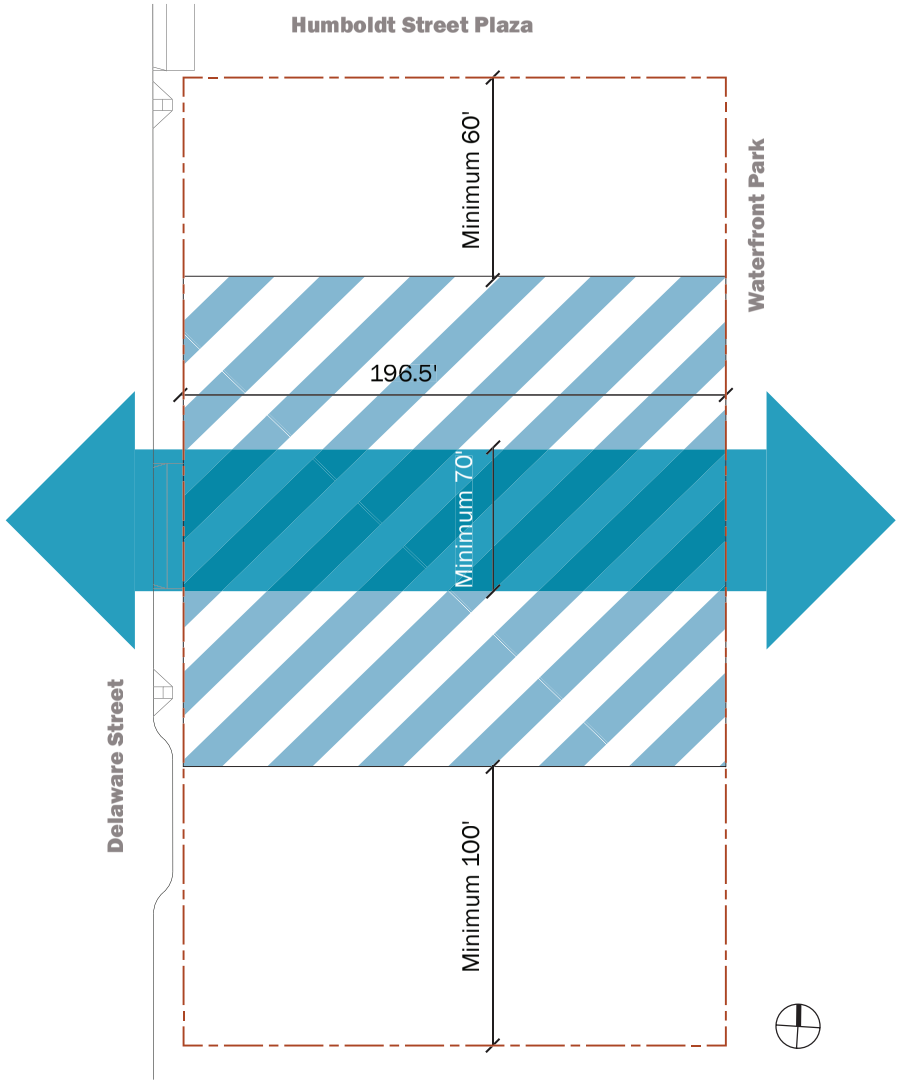
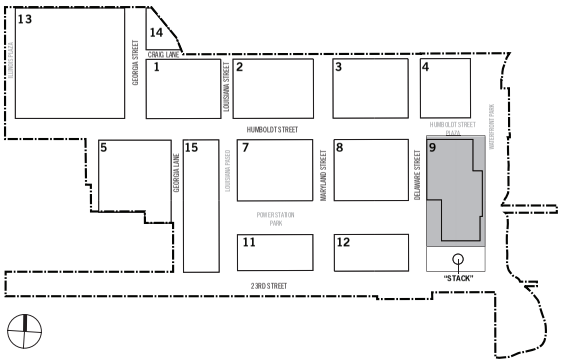


Figure A.9.6 Block 9A Access Corridor Requirement



Property Line
Build-to Line
Curb Line
Allowed Corridor Zone
Turbine Plaza / Waterfront Access Corridor
Note: At least 65% of the area within corridor must be open to the sky. Exceptions apply; see Section 6.13.2.

A.9B Block 9 Controls: Without Unit 3



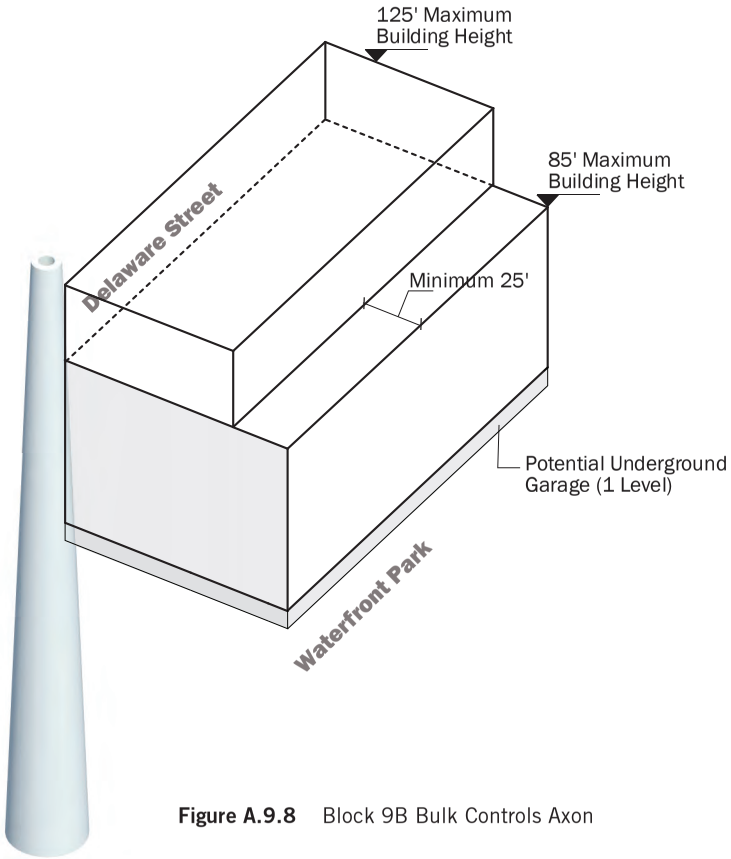


Figure A.9.8 Block 9B Bulk Controls Axon

Figure A.9.7 Block 9B Setbacks

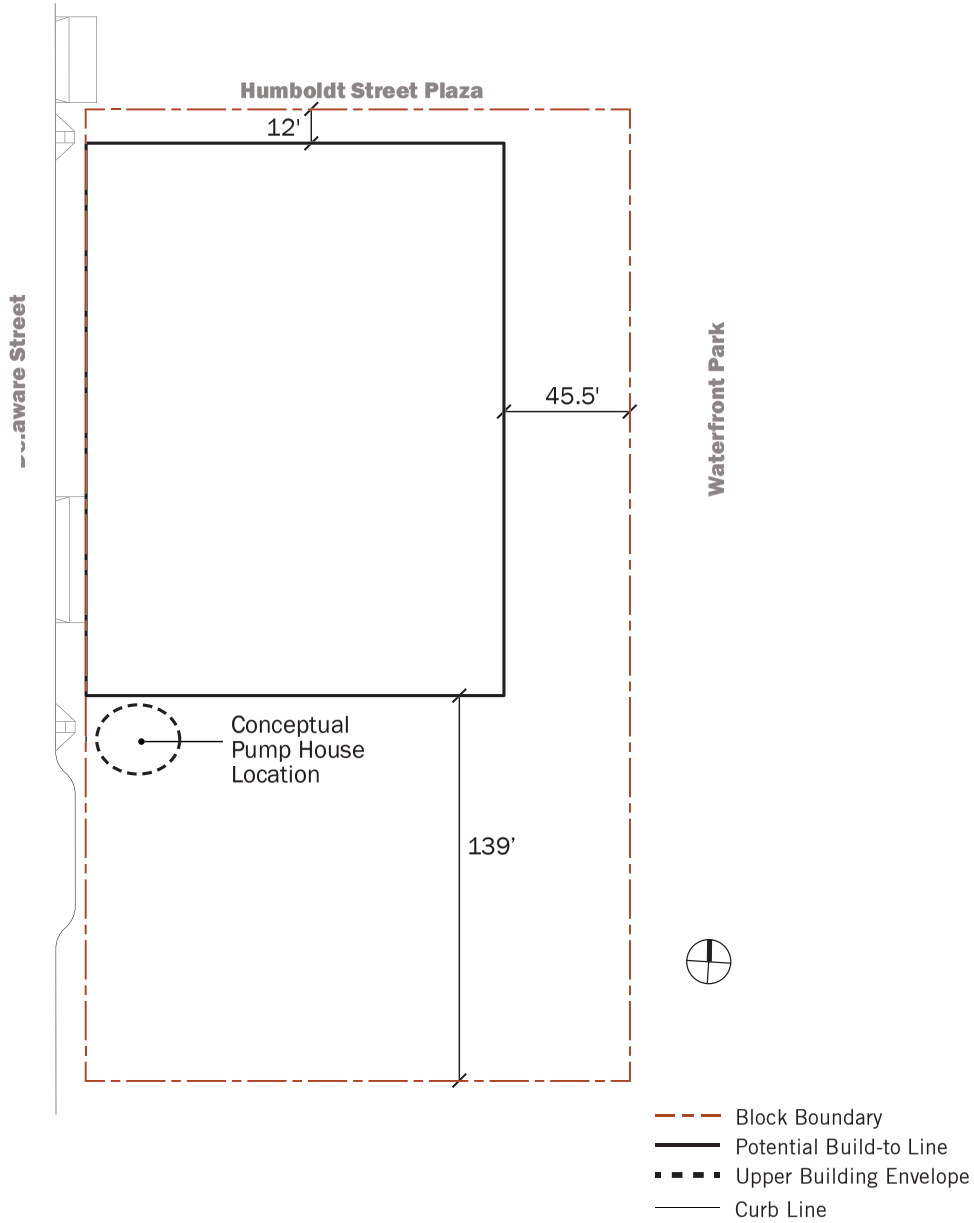


Figure A.9.9 Block 9B Ground-Floor Uses

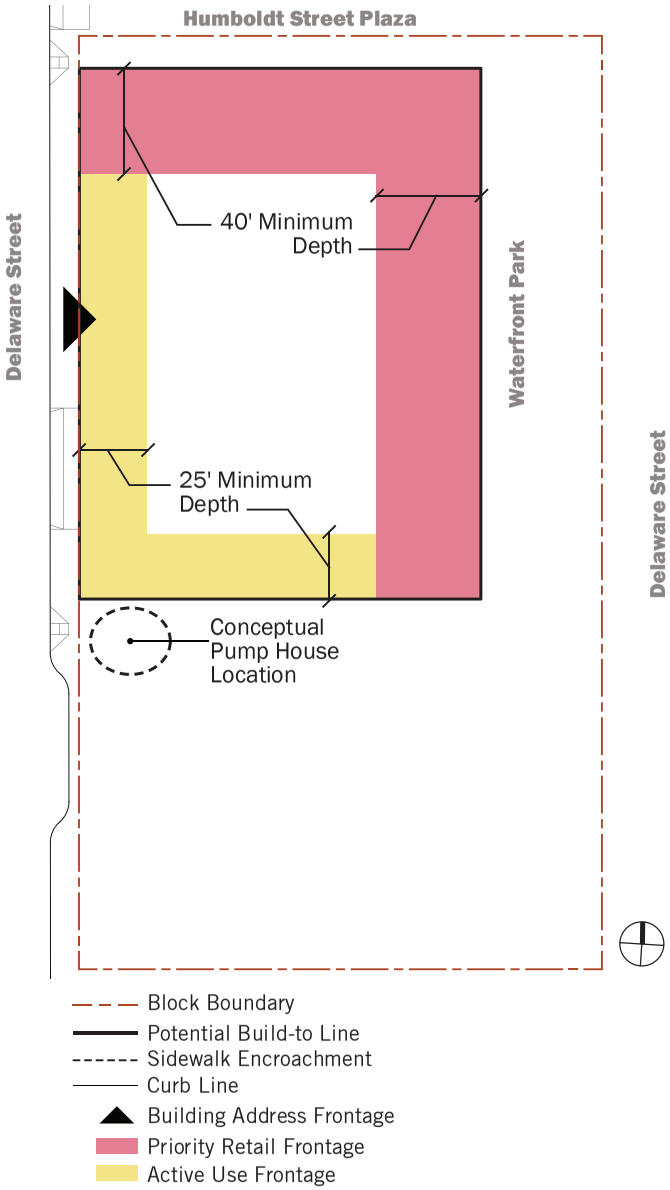


Figure A.9.10 Block 9B Height Controls

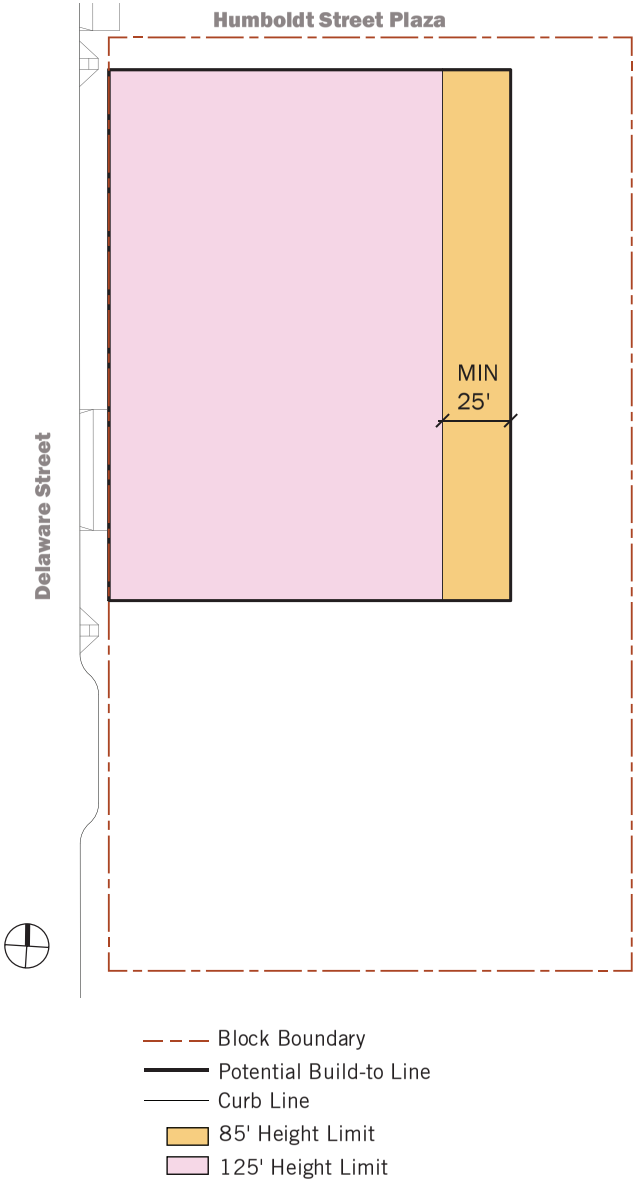
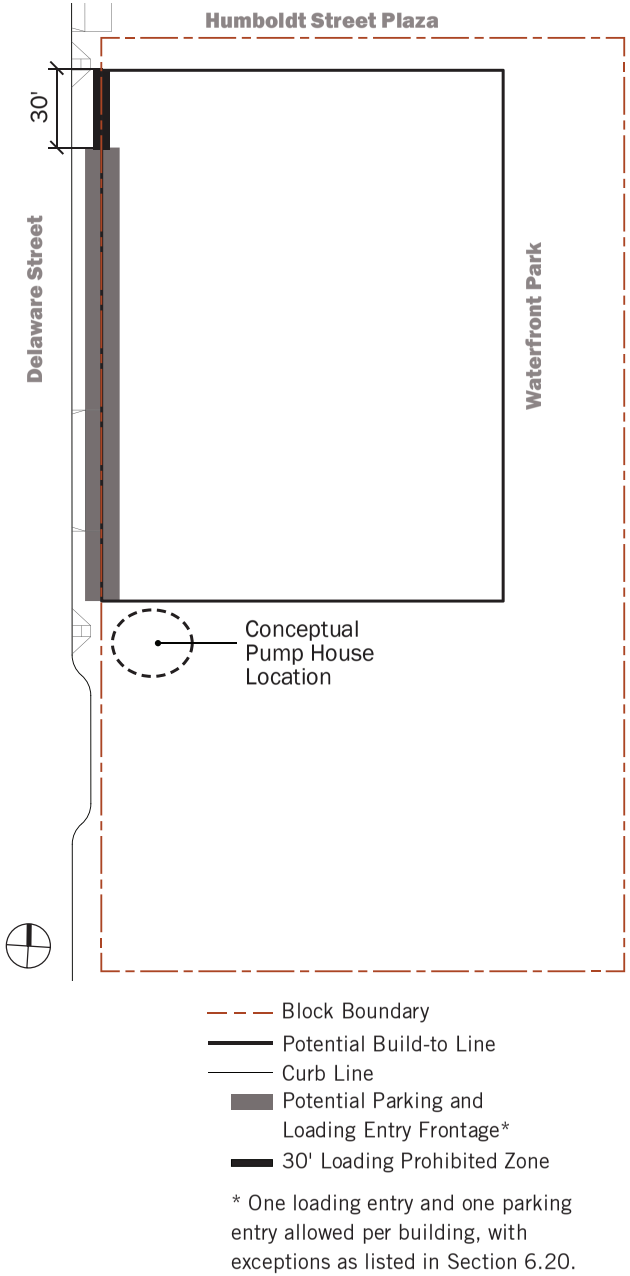
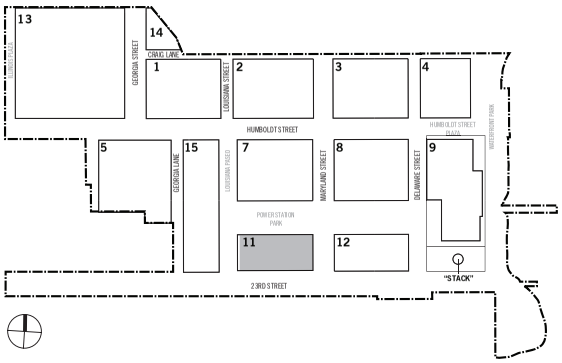


Figure A.9.11 Block 9B Parking and Loading



A.10 Block 11 Controls (Mid-rise Building)



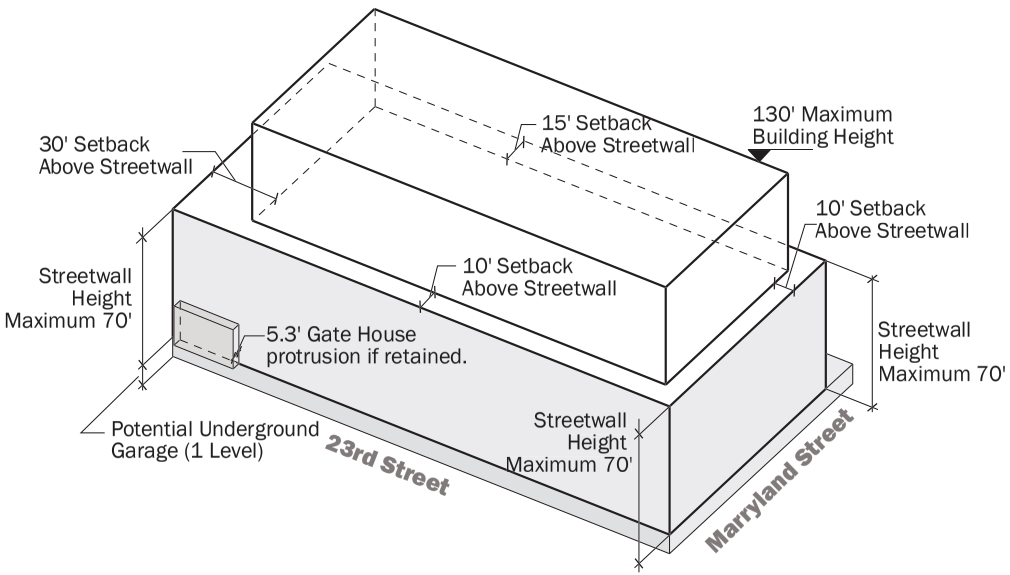


Figure A.10.2 Block 11 Bulk Controls Axon

Figure A.10.1 Block 11 Bulk Controls

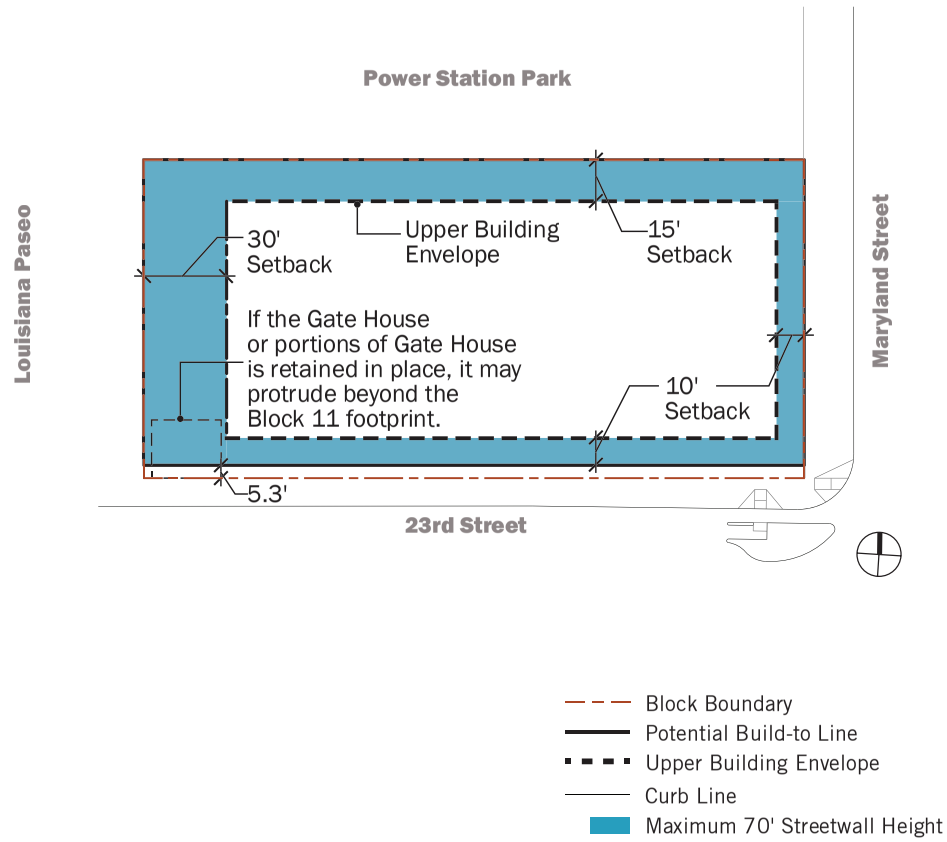
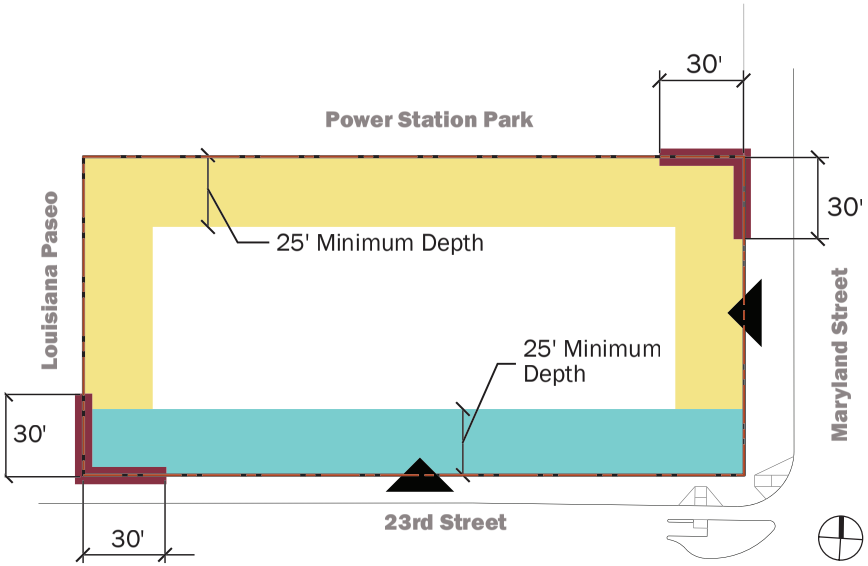
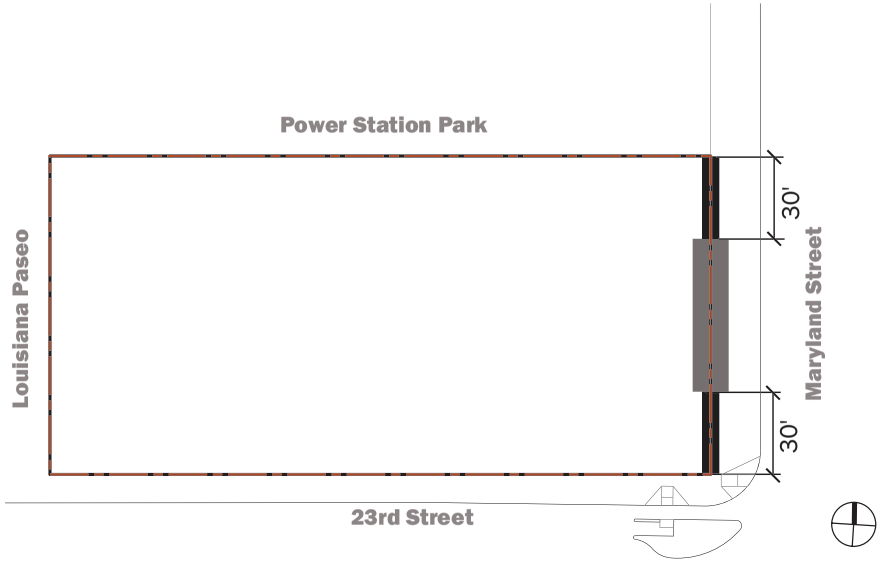


Figure A.10.3 Block 11 Ground-Floor Uses



- Block Boundary
- Potential Build-to Line
- Sidewalk Encroachment
- Curb Line
- Building Address Frontage
- PDR Frontage
- Active Use Frontage
- Corner with Active Uses

Figure A.10.4 Block 11 Parking and Loading



- Block Boundary
- Potential Build-to Line
- Curb Line
- Potential Parking and Loading Entry Frontage*
- 30' Loading Prohibited Zone

* One loading entry and one parking entry allowed per building, with exceptions as listed in Section 6.20.

A.11 Block 12 Controls (Low-rise Building)

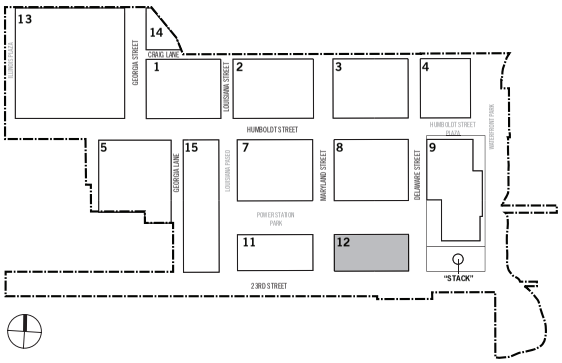
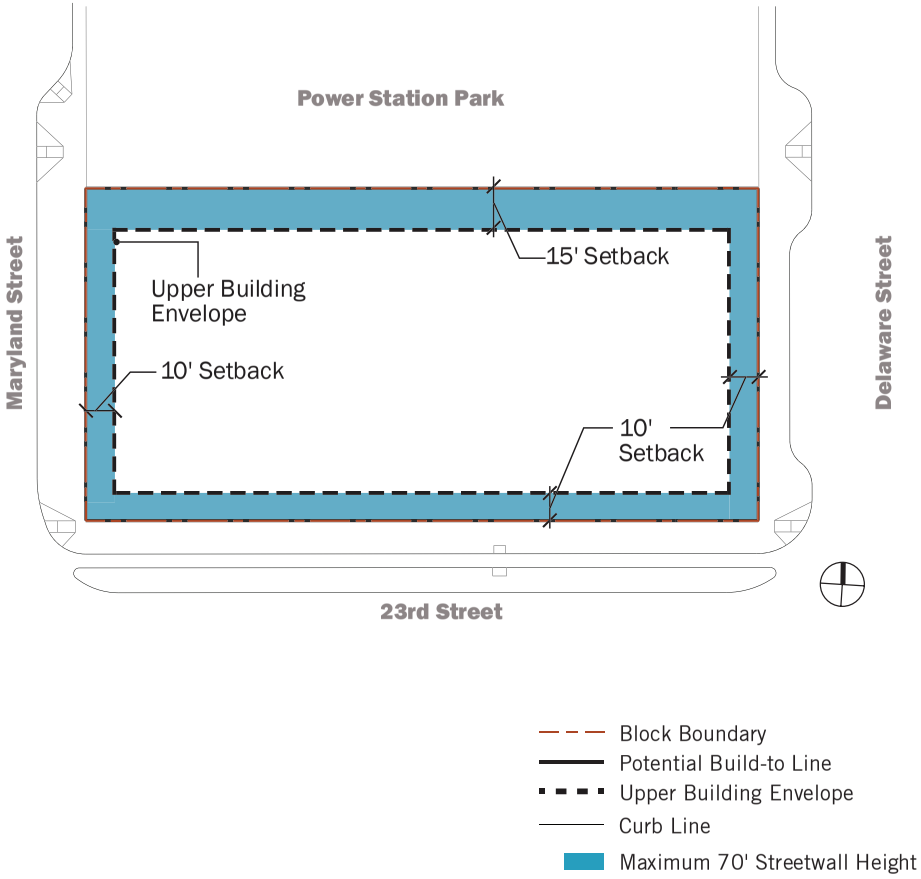


Figure A.11.1 Block 12 Bulk Controls



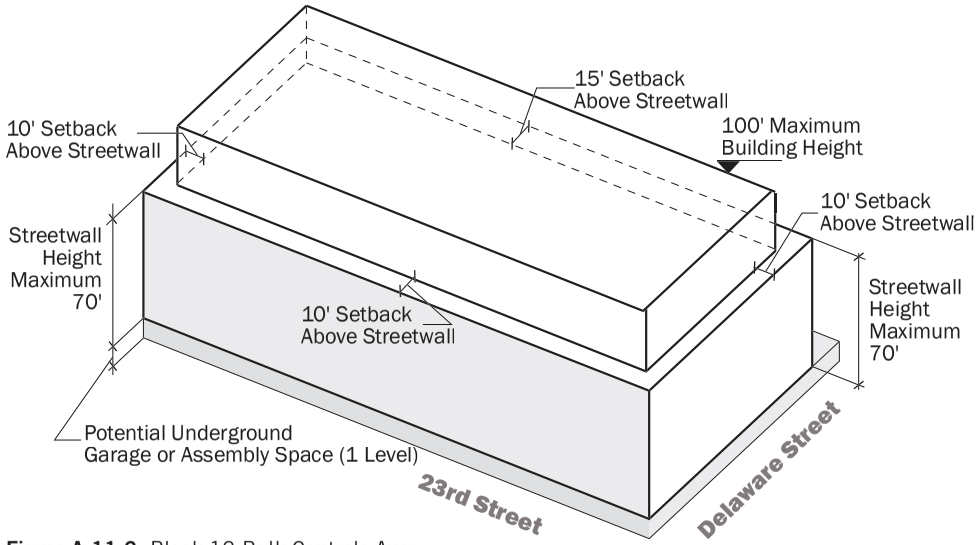
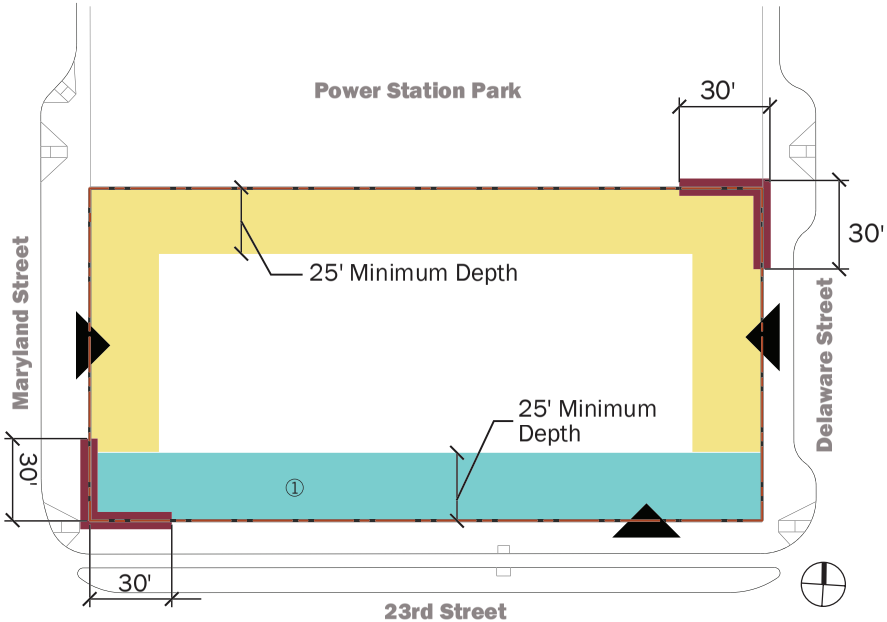


Figure A.11.2 Block 12 Bulk Controls Axon

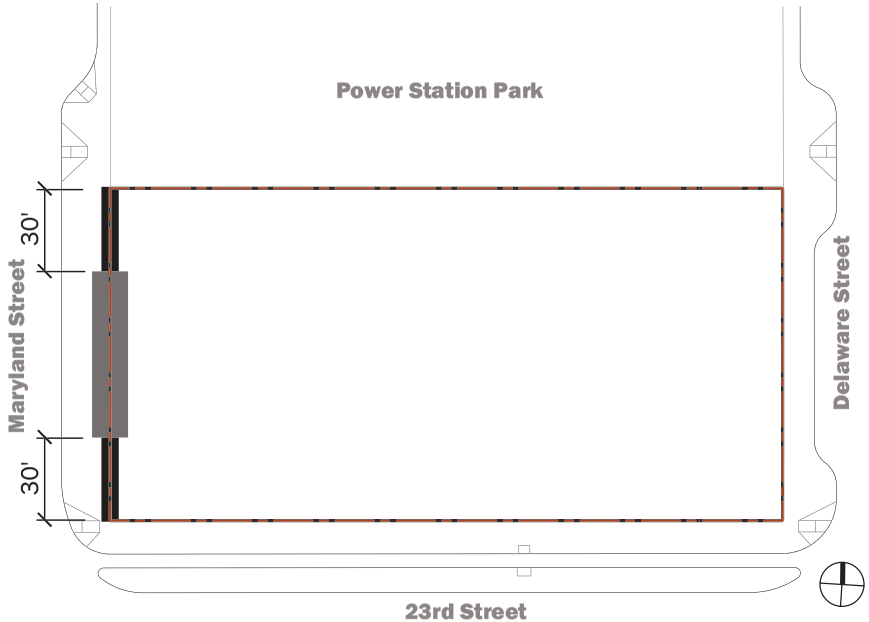
Figure A.11.3 Block 12 Ground-Floor Uses



Block Boundary
Potential Build-to Line
Sidewalk Encroachment
Curb Line
Building Address Frontage
PDR Frontage
Active Use Frontage
Corner with Active Uses

Note:
① Transit Support Facilities shall be provided along the south side of Block 12, see Section 6.10.1

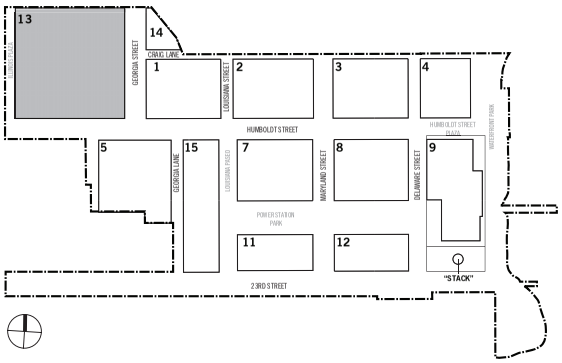
Figure A.11.4 Block 12 Parking and Loading



Block Boundary
Potential Build-to Line
Curb Line
Potential Parking and Loading Entry Frontage*
30' Loading Prohibited Zone

* One loading entry and one parking entry allowed per building, with exceptions as listed in Section 6.20.

A.12 Block 13 Controls (Low-rise Building)



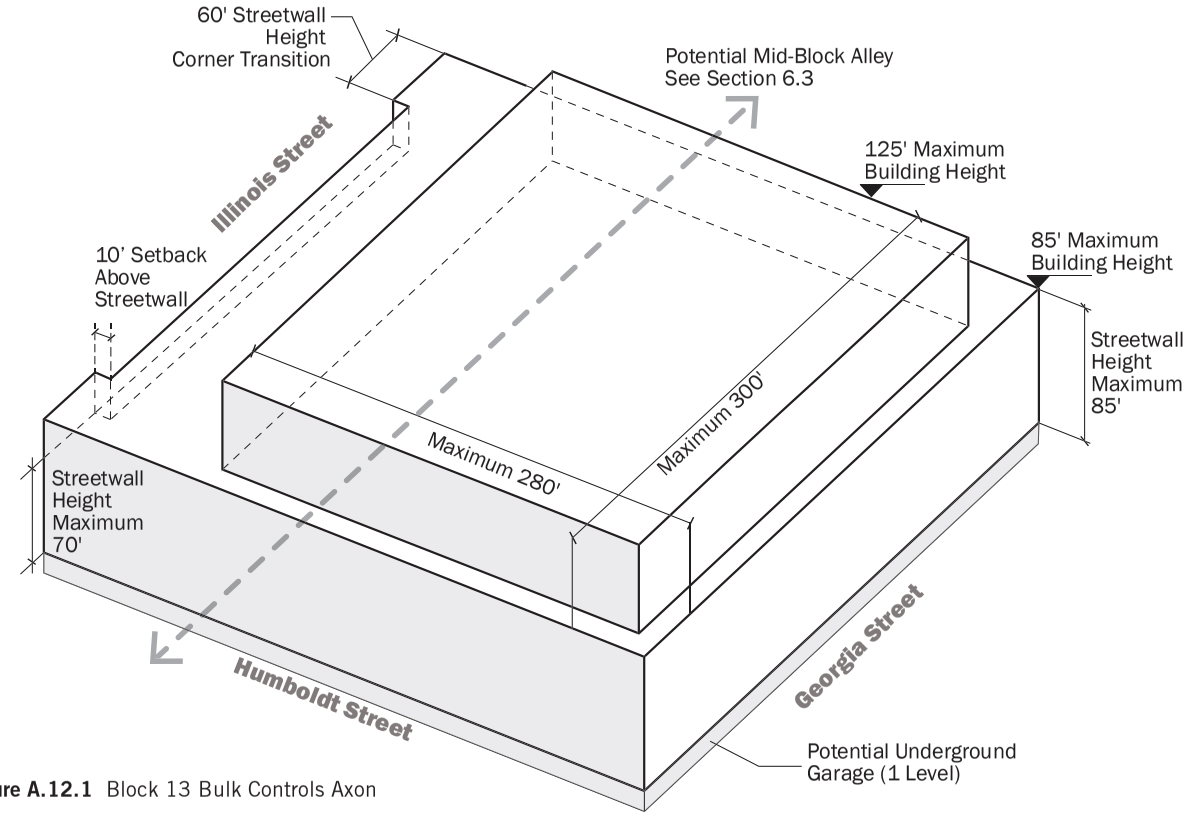


Figure A.12.1 Block 13 Bulk Controls Axon

Figure A.12.2 Block 13 Bulk Controls

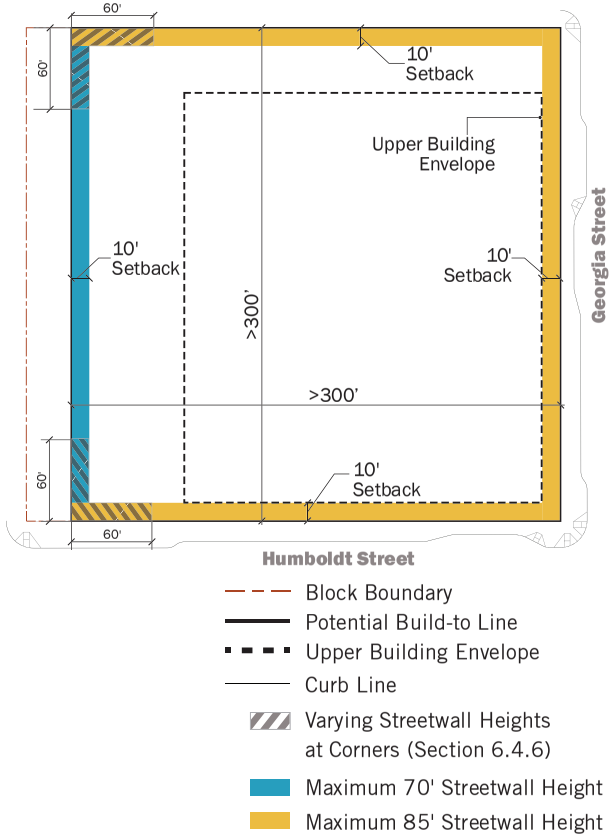
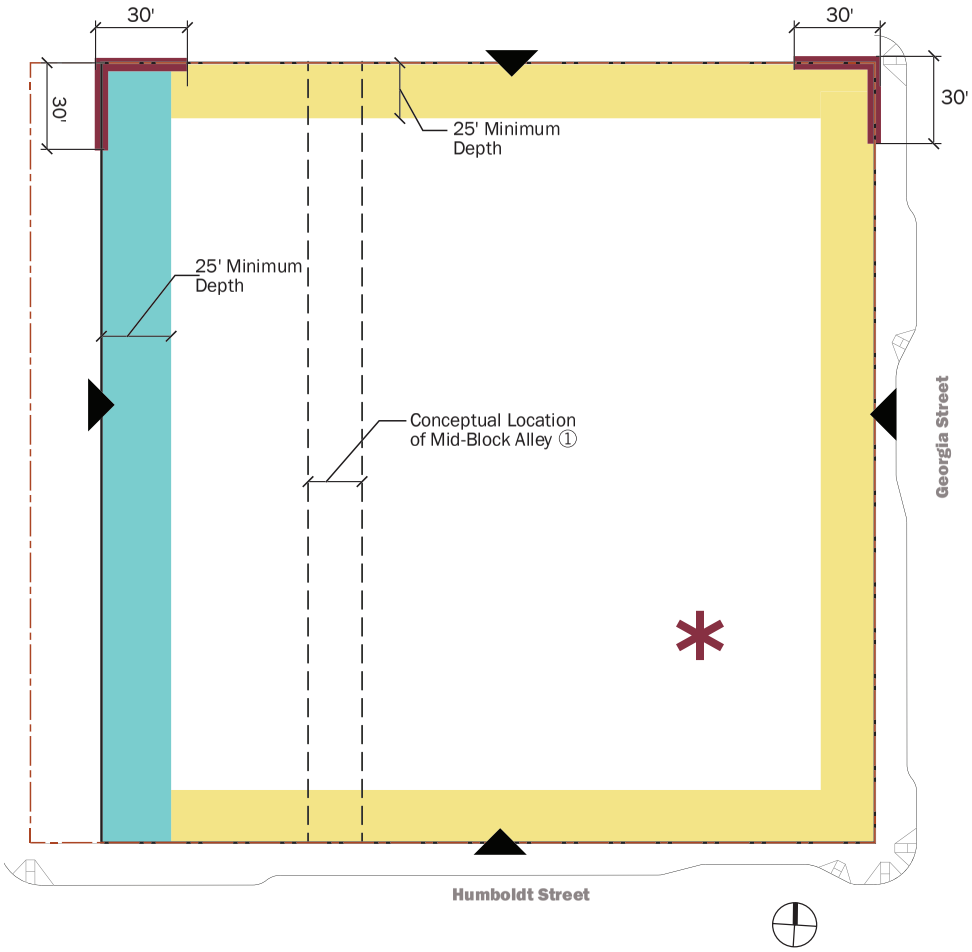


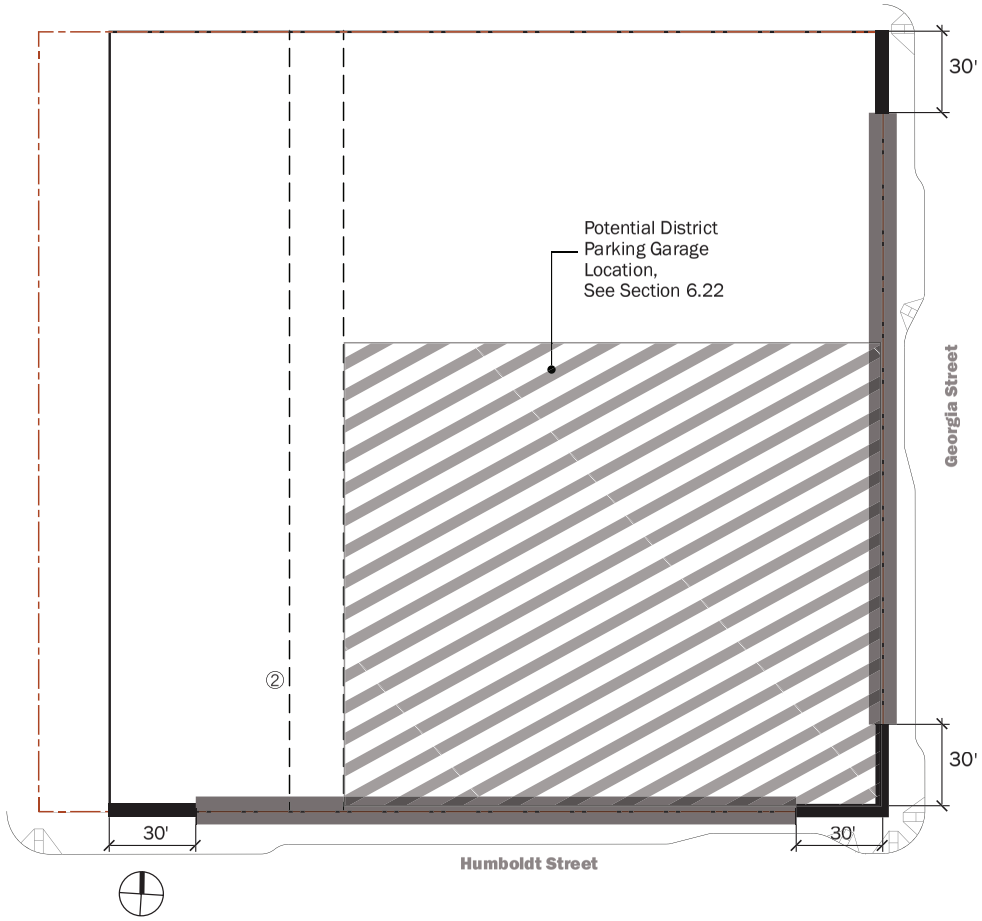
Figure A.12.3 Block 13 Ground-Floor Uses



- Block Boundary
- Potential Build-to Line
- Sidewalk Encroachment
- Curb Line
- Building Address Frontage
- PDR Frontage
- Active Use Frontage
- Corner with Active Uses
- Potential Grocery Store Location

Note:
① Active Lane Frontage is required on both sides of Mid-Block Alley. Exact location of Mid-Block Alley is to be determined during design of Block 13.

Figure A.12.4 Block 13 Parking and Loading

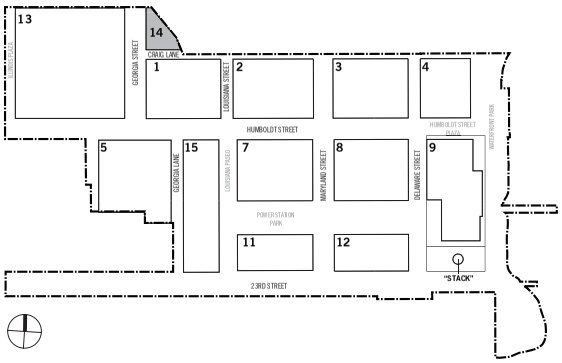


Note:
② Potential Parking and Loading Entry Frontage is allowed on both sides of Mid-Block Alley. Exact location of Mid-Block Alley is to be determined during design of Block 13.

- Block Boundary
- Potential Build-to Line
- Curb Line
- Potential Parking and Loading Entry Frontage*
- 30' Loading Prohibited Zone
- Potential District Parking Garage

* One loading entry and one parking entry allowed per building, with exceptions as listed in Section 6.20.

A.13 Block 14 Controls (Low-rise Building)



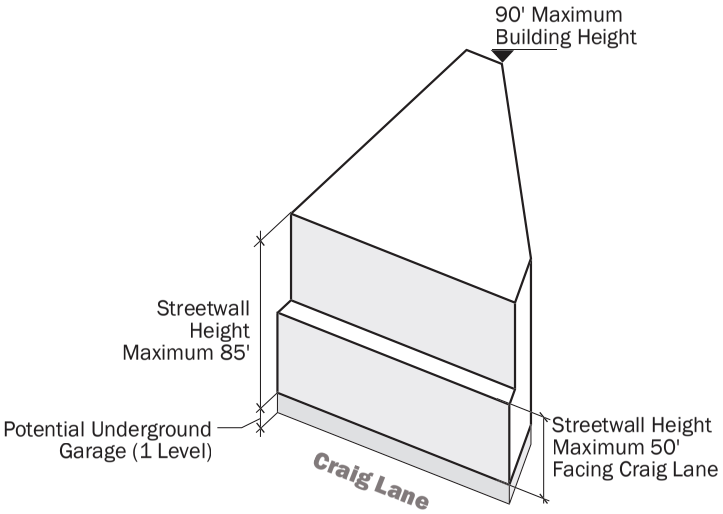


Figure A.13.2 Block 14 Bulk Controls Axon

Figure A.13.1 Block 14 Bulk Controls

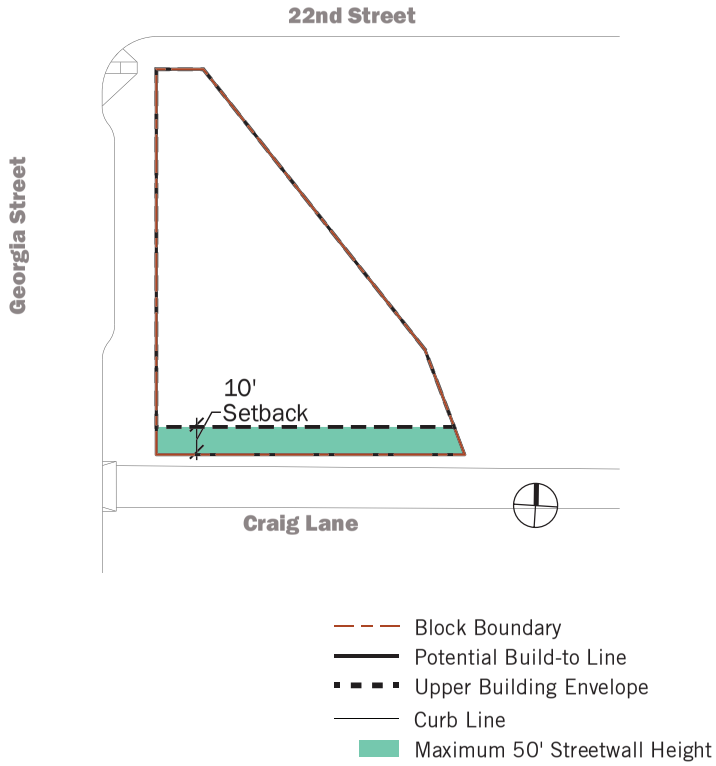
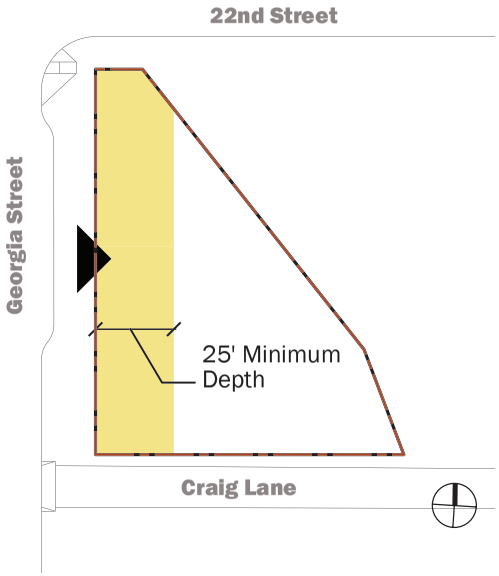
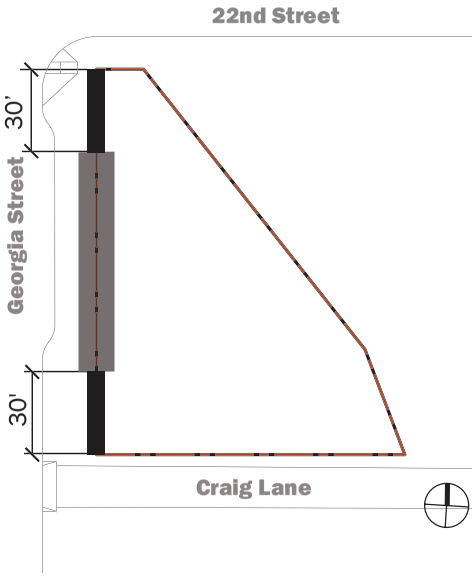


Figure A.13.3 Block 14 Ground-Floor Uses



Block Boundary
Potential Build-to Line
Sidewalk Encroachment
Curb Line
Building Address Frontage
Active Use Frontage

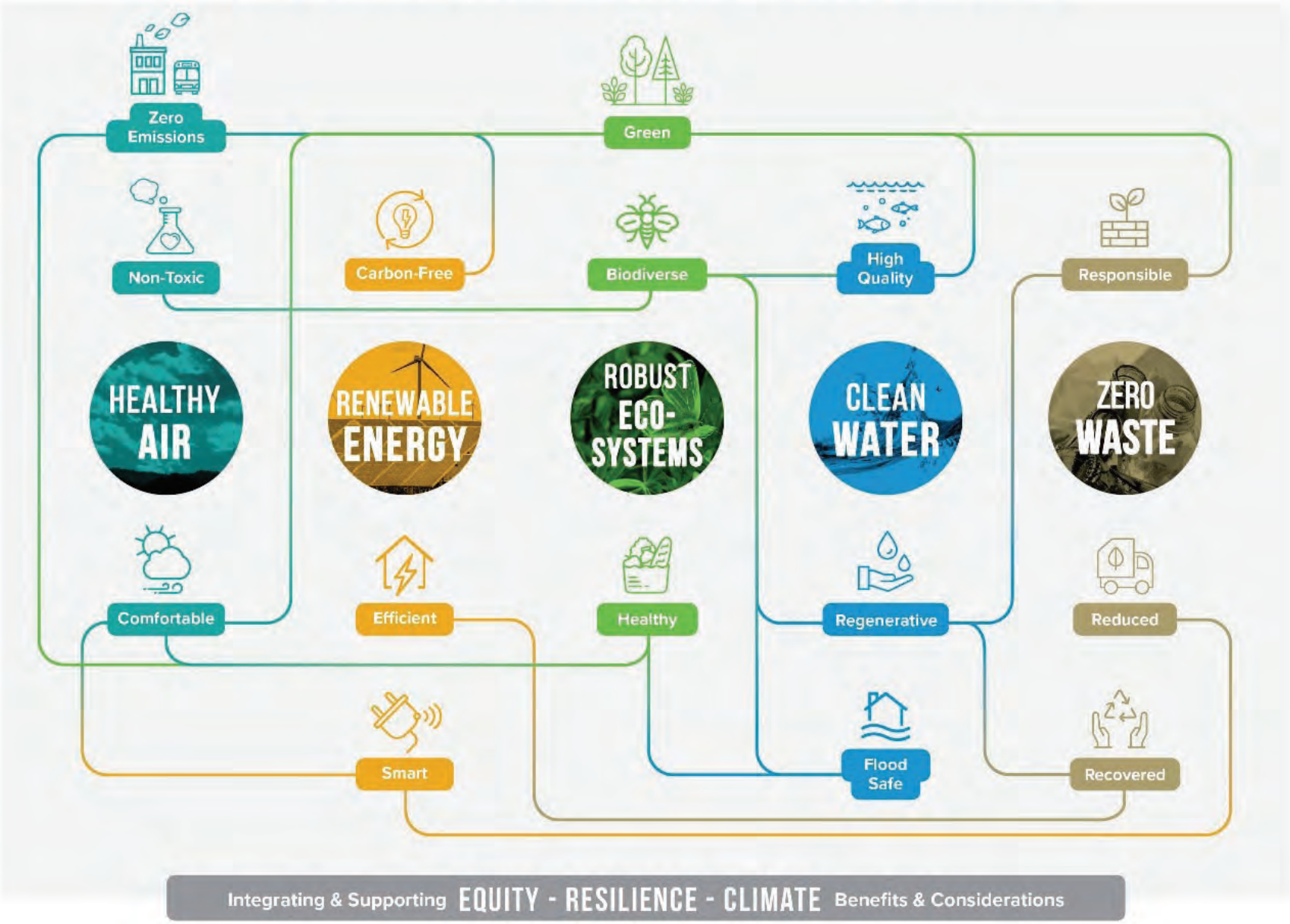
Figure A.13.4 Block 14 Parking and Loading



Block Boundary
Potential Build-to Line
Curb Line
Potential Parking and Loading Entry Frontage*
30' Loading Prohibited Zone

* One loading entry and one parking entry allowed per building, with exceptions as listed in Section 6.20.

San Francisco Sustainable Neighborhood Framework



B. Sustainable Neighborhood Framework

The Power Station will be an example for how to convert a formerly polluting power plant into a healthy, resilient, and regenerative community.

The City of San Francisco, led by SF Planning, in collaboration with fellow agencies, has been developing a Sustainable Neighborhood Framework, which builds on years of work around various "eco-districts" (e.g., Mission Rock, Central SoMa Area Plan) and global best practices. The Framework seeks to synthesize citywide sustainability, climate, and resilience-related policies into a comprehensive yet streamlined tool that helps any scale development amplify environmental performance, quality of life, and community co-benefits. It also seeks to ensure investments throughout the built environment support San Francisco's global commitment to be a net-zero city by 2050 by embedding the City's bold and urgent climate and related goals: healthy air, renewable energy, clean water, robust ecosystems, and zero waste.

As a platform, the Framework aims to:

- Provide a consistent vision and set of priorities for sustainable development throughout the City
- Advance equity and climate resilience through the thoughtful, integrated, and innovative pursuit of environmental sustainability regulations
- Help identify opportunities, constraints, best practices, and potential partnerships for success

Neighborhood- or district-sized developments are an ideal scale for maximizing the effectiveness and efficiency of environmental sustainability and climate resilience aims. Potrero Power Station was invited to help pilot this program during its development, starting with the draft Framework issued by the City in late 2017. Over the past two years, the Power Station team worked with City staff in an iterative process to use and refine the framework as best fits the opportunities and constraints of the project. For each of the Sustainable Neighborhood Framework's five goals, a robust table summarizes related existing regulations (at the time of this publication), project-specific goals to achieve by build-out (non-binding), relevant standards and guidelines (required), and considerations (recommendations) that are found and detailed throughout the D4D. Together, this comprehensive approach to sustainable development supports the Potrero Power Station project's ability to become an exemplary neighborhood in San Francisco.

Potrero Power Station Carbon Reduction Approach

An overarching goal of the Potrero Power Station project is to create a low-carbon-emitting community, in response to the site's past use as a power plant and in accordance with San Francisco's ambitious climate goals. The project aims to reduce Greenhouse Gas (GHG) emissions in ways that also improve air quality, human health and wellness, water conservation, and resilience.

A preliminary GHG emissions assessment was undertaken during the master plan phase to determine where the greatest GHG impact could be made. The findings of this study influenced GHG-reduction strategies in several ways, as described below and illustrated at right.

TRANSPORTATION

The largest emitter is transportation, contributing 59% of the site's GHGs. The project's Transportation Demand Management Plan includes measures that address trip reduction, parking policy and pricing, and neighborhood and site enhancements. These reduce GHG emissions related to transportation by approximately 20% compared to the baseline for the site.

BUILDING OPERATIONS

Building energy use is next greatest, contributing 30% of GHG emissions. Of these, the residential buildings emit the largest part (13%), as this is the largest use in the site plan. Laboratory buildings are next (9%); despite comprising only a few parcels, these buildings have the highest energy use per square foot. The remainder of the 30% comes from office buildings (5%), hotel (2%), and retail (1%).

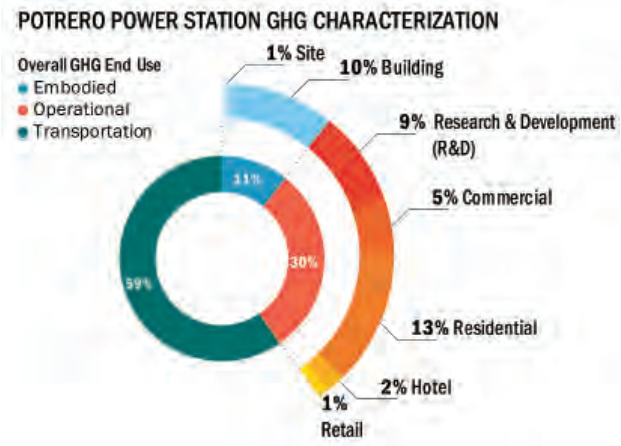
To address building energy GHG emissions, a smart, thermal energy approach is being considered, which pairs buildings of different uses in a way that reduces heating and cooling energy use. The project is also exploring the use of electrical energy for heating, cooling, and domestic hot water. Eliminating combustion for these uses reduces GHGs while improving local air quality. Using electricity also means that the project is "future-proofed" for a low-carbon grid – as the California energy grid adds renewables over time, the Power Station will continue to lower GHG emissions.

Over the course of 60 years, the combination of shared thermal energy plants and electrified buildings are estimated to reduce operational GHG emissions by approximately 30% beyond a development built to Title 24-2016 energy standards. Furthermore, buildings will meet San Francisco's Green Building Code, which includes requirements for energy efficiency that get more stringent with each Code cycle, further driving down GHGs.

EMBODIED CARBON

Lastly, 11% of GHGs came from embodied carbon of materials (the carbon emitted in the extraction, manufacture, transportation, and installation of materials to the site). Of this, approximately 1% is from the site development, and 10% from buildings.

Taken all together, Power Station project model shows that these strategies could reduce total project GHG emissions by approximately 20%, as compared with a standard development in the same area of San Francisco (See Figure Potrero Power Station GHG Emissions).



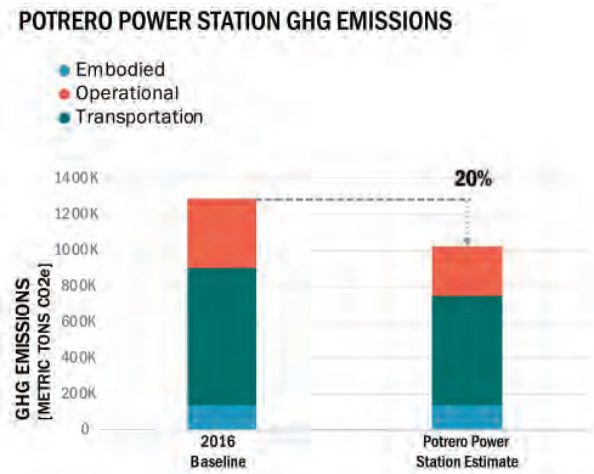


Table B.13.1 Sustainable Neighborhood Framework

GOAL 1

Ensure Non-Toxic & Comfortable Air Indoors & Out

EQUITY

OPPORTUNITIES: keep from exacerbating the health impacts of cumulative air pollution like respiratory and cardiovascular; decrease hospital visits for those with limited access to health insurance.

CONSIDERATIONS: projects in neighborhoods with populations with greatest sensitivity to extreme heat should take additional measures to provide habitable environments; population-specific health challenges may warrant additional study.

RESILIENCE

OPPORTUNITIES: better respond to heat waves and bad air quality days.

CONSIDERATIONS: integrate future heating and cooling needs into energy capacity scaling equipment; extreme heat puts pressure on essential services such as energy, transport, and health.

CLIMATE

OPPORTUNITIES: lower toxic pollutants; renewable electricity exports; reduced risks of ozone production due to higher temperatures.

CONSIDERATIONS: analyze long-term climate impacts of strategies to respond to high temperatures.

TARGETS	APPROACHES	EXISTING REQUIREMENTS	GOALS FOR THE POTRERO POWER STATION	POTRERO D4D STANDARDS AND CONSIDERATIONS
ZERO-EMISSION environments	**Land Use**		• TDM Plan that achieves Planning Code Compliant points target • Increase sustainable trips (walk, bike, transit, carpool) and encourage zero-emission vehicles for remainder • 25% of all off-street parking stalls will be equipped with a plug for electrical vehicle charging • Minimize or eliminate combustion within buildings	**Section 5 Streets** 5.2 Pedestrian Network 5.3 Bicycle Network 5.4 On-Street Class II Bicycle Parking 5.5 Transit Network 5.6 Shuttle Network **Section 6 Buildings** 6.18.8 Shared Thermal Energy Plants 6.18.9 All-Electric Buildings 6.18.20 Real Time Transportation Information Displays 6.20.3 Electric Vehicle Charging 6.20.4 Car Share 6.21.1 Bicycle Parking Ratios 6.21.6 Bicycle-Supportive Amenities 6.22.3 Maximum Parking Ratio
	All-Electric			
	Construction Practices	Construction Air Filtration [GBC]		
	Material Selection	Greenhouse Gas Emissions compliance checklist [CEQA]		
	Active Mobility	Transportation Demand Management (TDM)		
	Electric Vehicles	100% EV-ready off-street parking Installed chargers at 5% of spaces		
100% NON-TOXIC interiors	**Material Selection**	Low-Emitting Materials [GBC]	• All buildings required to achieve LEEDv4 Gold certification and pursue at least three points under specific LEED materials and resources credits to encourage disclosure from materials manufacturers, prioritize responsible material selection and reduce whole building embodied carbon	**Section 6 Buildings** 6.8.10 Life-cycle Assessment 6.18.2 Non-toxic Building Interiors 6.18.4 Materials & Resources 6.18.11 Natural Ventilation 6.18.12 Natural Daylight 6.18.13 Solar Control and Exterior Shading 6.18.15 Biophilic Design 6.18.19 Climate Resilience
	Air Filtration	High Quality Air Filtration [GBC]		
COMFORTABLE micro-climates	**Passive Exterior Cooling**	High Quality Air Filtration [Art 38]	• See Robust Ecosystems Goal	See Robust Ecosystems Goal
	Interior Respites			

Table B.13.1 Sustainable Neighborhood Framework (continued)

GOAL 2

Achieve an Efficient & Fossil Fuel-Free Environment

EQUITY

OPPORTUNITIES: healthier air; lower utility costs & minimized rate volatility; improved indoor comfort; energy revenues for local economy; equal access to energy efficiency upgrades for renters; increase job opportunities for energy upgrade work.

CONSIDERATIONS: avoid passing upfront retrofit costs to residents; limited triggers/funding for existing building retrofits; explore opportunities for community-owned solar.

RESILIENCE

OPPORTUNITIES: reduced outages; emergency power supplies; reduced risk from natural gas explosions; secure against global oil price shifts and instability; better respond to heat waves and bad air quality days.

CONSIDERATIONS: plan for most vulnerable communities; tenant education about energy measures are great opportunities to foster stronger and connected communities.

CLIMATE

OPPORTUNITIES: emission free; Increasing energy efficiency reduces overall demand and accommodates fuel switching; reduce toxic pollutants.

CONSIDERATIONS: when assessing carbon footprint factor-in gas leak rates at well sites, forgo gas infrastructures to receive credits .

TARGETS	APPROACHES	EXISTING REQUIREMENTS	GOALS FOR THE POTRERO POWER STATION	POTRERO D4D STANDARDS AND CONSIDERATIONS
Maximum energy EFFICIENT environments	**Solar Orientation**	Reduce energy use by 5% [Title 24/ GBC]	• Buildings will consider passive design measures (orientation, massing, façade optimization) to reduce overall energy demand and active measures such as shared thermal energy plants to more effectively delivery energy to the buildings • All buildings required to achieve LEEDv4 Gold certification which includes optimized energy performance as a certification strategy	**Section 4 Open Space** 4.27.3 Thermal Energy Plant Piping Connection **Section 6 Buildings** 6.8.10 Life-cycle Assessment 6.18.1 Building Performance 6.18.8 Shared Thermal Energy Plants 6.18.11 Natural Ventilation 6.18.12 Natural Daylight 6.18.13 Solar Control and Exterior
	Building Form			
	Envelope & Façade Treatements			
	Mechanical Systems			
	Appliances			
	Vegetation			
100% CARBON-FREE energy	**On-Site Renewable Power Generation**	15% roof area installed with solar PV or solar thermal systems [GBC]	• Preferred locations for renewable energy production (PV and solar thermal hot water) based on solar access and visibility from other buildings, as outlined in Table 6.18.1 • Consider providing sufficient renewable energy generation and battery storage to support adequate power supply for up to 72 hours during emergencies and power outages. • Consider feasibility of meeting 100% of building energy demands with greenhouse gas free or renewable electricity through a combination of on-site renewable energy generation and green power purchase	**Section 6 Buildings** 6.18.9 All-Electric Buildings 6.18.10 Energy for Emergencies 6.18.21 Renewable Energy 6.19.1 Better Roofs 6.19.3 Photovoltaic Panels Table 6.19.1 Better Roofs Recommendations
	Solar Thermal Hot Water			
	Battery Storage			
	All-Electric			
	Green Power Purchase			

Table B.13.1 Sustainable Neighborhood Framework (continued)

GOAL 3

Support Biodiversity & Connect Everyone to Nature Daily

EQUITY

OPPORTUNITIES: access to healthy and affordable food; physical and mental health improvement; social cohesion and connection to one's environment; reduced exposure to noise, air pollution, and extreme heat; robust biodiversity minimizes rodent infestations.

CONSIDERATIONS: inequitable access, use, or quality of green spaces by vulnerable populations; additional maintenance costs (public & private); potential existing contaminants for safe food production.

RESILIENCE

OPPORTUNITIES: ecosystem services improve shoreline and urban flood management, reducing housing and work place instability and access due to flooding; planted hillsides are less susceptible to erosion and landslides; wildlife biodiversity.

CONSIDERATIONS: increased landscaping that includes too much impervious surface can increase flooding; poor plant selection or irrigation equipment can exacerbate water scarcity.

CLIMATE

OPPORTUNITIES: enhance climate regulation and carbon sequestration; reduce carbon footprint associated with to large-scale food production; distribution and waste; improve water efficiency.

CONSIDERATIONS: gas-powered lawn equipment exacerbates emissions and health impacts of landscaping; poor landscaping maintenance practices can lead to additional methane from decomposing green waste.

TARGETS	APPROACHES	EXISTING REQUIREMENTS	GOALS FOR THE POTRERO POWER STATION	POTRERO D4D STANDARDS AND CONSIDERATIONS	
GREEN space equivalent to 1/2 site area	**Open Spaces**	36 SF per unit, 48 SF if common space (does not require greening) [PC]	• Public access to 1,170 linear feet of waterfront, which will include planting and trees; 100% of waterfront areas to be publicly accessible • 100% of public realm stormwater managed by green infrastructure • Provide approximately 6.9 acres of parks and open space, which will include plantings and trees.	**Section 4 Open Space** 4.1 Open Space Network 4.3 Resilience and Adaptation 4.4 Open Space Pedestrian Circulation 4.6.7 Plants: Interpretation and Education 4.16 Waterfront Open Spaces 4.17 Waterfront Open Spaces – Circulation 4.18 Waterfront Outdoor Dining Food Service Areas 4.19 Waterfront Park	**Section 6 Buildings** 6.8.9 Living/Green Walls 6.19.1 Better Roofs
	Living Roofs	30% roof area as living roof [PC alt]			
	Green Walls				
	Green Infrastructure	Manage 25% of stormwater onsite [SMO option]			
BIODIVERSE landscapes of 100% climate appropriate, majority local species	**Right-Of-Way**	1 street tree every 20' [PC]	• 100% of greening to be climate appropriate or programmed to accommodate Active Use • At least 50% of understory plants should be California and San Francisco native plants and include pollinator species • Interpretive signage can support eco-literacy on site	**Section 4 Open Space** 4.5.1 Urban Forest Composition 4.5.3 Tree Species Selection 4.5.7 Tree Species Selection 4.6.1 Plants: Site and Program Specificity 4.6.3 Invasive Plants 4.6.4 Plant Selection **Section 5 Streets** 5.11.13 Habitat and Wildlife Connections	5.11.2 Tree Species Selection 5.12.5 Streetscape Planting Selection 5.12.7 Multistory Planting 5.13.8 Support Pollinator Habitat **Section 6 Buildings** 6.19.5 Living Roof Pollinator Habitat 6.19.6 Living Roof Uses
	Tree Canopy				
	Understory Planting				
	Natural Areas				
	Building Façades				
HEALTHY food & wildlife systems	**Buildings**	Bird Safe Buildings [PC]	• 100% of newly provided public and private streets to have sidewalks or recreation paths and nighttime lighting • Minimum of 25% of open space available for active recreation use (e.g., sports fields, flexible play areas) • Provide access to healthy and affordable food through permanent and temporary on-site amenities	**Section 3 Land Use** 3.1.1 Permitted Uses Table **Section 4 Open Space** 4.4 Open Space Pedestrian Circulation 4.9.9 Furnishing - Responsible Material Use 4.10 Bicycle Parking – Open Space 4.11.8 Permeable Paving 4.11.9 Wood Decking 4.11.10 Responsible Material Use 4.13 Wellness 4.24 Humboldt Street Plaza 4.28.1 Flexible Field 4.29.1 Sculptural Play Features 4.30 Louisiana Paseo 4.31 Rooftop Soccer Field	**Section 5 Streets** 5.2 Pedestrian Network 5.3 Bicycle Network **Section 6 Buildings** 6.17.1 Frontages for Wellness and Gathering 6.17.2 Frontages for Community Use 6.18.14 Active Design 6.18.15 Biophilic Design 6.18.16 Building Amenities for Wellness 6.18.17 Family Friendly Design 6.19.6 Living Roof Uses
	Open Spaces				

Table B.13.1 Sustainable Neighborhood Framework (continued)

GOAL 4

Support Biodiversity & Connect Everyone to Nature Daily

EQUITY

OPPORTUNITIES: keep from exacerbating the health impacts of populations impacted by toxins in water; reduce home-based health hazards; reduce the disproportionate racial impact of flooding.

CONSIDERATIONS: ground water pollution is more prevalent in disadvantaged communities; in case of emergency plan for large-scale temporary relocation of low-income residents; use high quality potable water filters.

RESILIENCE

OPPORTUNITIES: decrease risk of flooding of power generation, transmission, and distribution networks; reduce vulnerability to droughts; better respond to heat waves and bad air quality days.

CONSIDERATIONS: in urban centers, critical services like healthcare, food supply, transportation, energy systems, schools and retail share interdependencies with water.

CLIMATE

OPPORTUNITIES: decrease in energy and emissions associated with extraction, conveyance, treatment and consumption of water.

CONSIDERATIONS: climate change is expected to impact water quality by increasing the nutrient content, pathogens, and the sediment levels of surface water.

TARGETS	APPROACHES	EXISTING REQUIREMENTS	GOALS FOR THE POTRERO POWER STATION	POTRERO D4D STANDARDS AND CONSIDERATIONS	
REGENERATIVE systems that minimize consumption & maximize reuse	**Efficient Fixtures**	Reduced water consumption [GBC]	• Use non-potable water to meet 100% of project demands for flushing, irrigation, and cooling towers.	**Section 4 Open Space** 4.6.2 Plants: Water Use 4.6.6 Recycled Water and Plant Selection 4.8.1 Site Irrigation 4.8.2 Plant Species Hydrozones 4.8.3 Pressurized Drip Irrigation at Turf Areas **Section 5 Streets** 5.11.10 Irrigation 5.12.3 Non-Potable Irrigation 5.13.2 Site Irrigation	**Section 6 Buildings** 6.18.7 Recycled Water 6.18.8 Shared Thermal Energy Plants 6.19.2 Living Roof Non-Potable Irrigation 6.19.4 Living Roof Permanent Irrigation
	Smart-Metering	Residential multifamily water sub-metering [GBC/CA Water Code]			
	Non-Potable Reuse	Onsite systems for non-potable flushing and irrigation [Art 12C]			
	Irrigation	Low water, climate appropriate plants [GBC]			
100% FLOOD-SAFE buildings & sidewalks	**Design Elevations**	Sea level rise consideration [CEQA] 100-yr flood disclosure	• 100% of buildings, sidewalks, and street assets resilient to permanent inundation (up to 66-inches of sea level rise) plus 42-inches for 100-year coastal flood elevations, which includes storm surge • 100% of public realm stormwater managed by green infrastructure	**Section 4 Open Space** 4.3 Resilience and Adaptation **Section 6 Buildings** 6.18.19 Climate Resilience **PPS Infrastructure Plan** Section 5, Sea Level Rise and Adaptive Management Strategy	
	Grey Infrastructure	Ensure positive sewage flow, raise entryway elevation and/or special sidewalk construction and deep gutters if risk of ground-level flooding			
	Green Infrastructure	Manage 25% of stormwater onsite [SMO option]			
HIGH QUALITY waterways & sources	**Erosion Prevention**	Slowed stormwater flow rates [SMO]	• Zero increase in combined sewage overflows annually • 100% of public realm stormwater managed by green infrastructure	**Section 4 Open Space** 4.7.1 Stormwater (SW) Management 4.7.2 Stormwater Treatment Area Requirements 4.7.3 Stormwater Management Plant-Based Facility Design **Section 5 Streets** 5.13.1 Streetscape SW Treatment Planter Design 5.13.3 Stormwater Management Plantings	**Section 6 Buildings** 6.19.1 Better Roofs **PPS Infrastructure Plan** Section 14, Sanitary Sewer System Section 16, Stormwater Management
	Pollutant Management	Reduced runoff and pollution from construction [GBC] (MS4) filter or treat 80% on site [SMO]			

Table B.13.1 Sustainable Neighborhood Framework (continued)

GOAL 5

Prioritize Resource Conservation, Responsibility & Reuse

EQUITY

OPPORTUNITIES: reduced noise and emissions from waste collection vehicles and transfer stations; reduced vermin; reduced solid waste fees.

CONSIDERATIONS: user education; space trade-offs for adequate collection and storage; limited recycling of certain types of food packaging; health impacts of waste-management jobs.

RESILIENCE

OPPORTUNITIES: less risk of pollution from waste management facilities in case of major climate event; upcycling products can lead to more localized resource independence.

CONSIDERATIONS: mis-managed waste can contaminate soil, ground water, and the Bay.

CLIMATE

OPPORTUNITIES: reduction in methane (potent greenhouse gas 35-80x CO2); reduction in scarce resources extraction and transportation; reduction in fossil fuel consumption.

CONSIDERATIONS: energy required to recycle and upcycle materials; truck emissions associated with waste transfer and marketplace delivery.

TARGETS	APPROACHES	EXISTING REQUIREMENTS	GOALS FOR THE POTRERO POWER STATION	POTRERO D4D STANDARDS AND CONSIDERATIONS
100% RESPONSIBLE material use	**Resource Extraction**		• Use materials/systems that minimize resource use, eliminate waste, and protect health • Include embodied carbon considerations in materials selection throughout horizontal and vertical design processes	**Section 4 Open Space** 4.9.9 Furnishing – Responsible Material Use 4.11.9 Responsible Material Use **Section 6 Buildings** 6.8.10 Life-cycle Assessment 6.18.2 Non-toxic Building Interiors 6.18.4 Materials & Resources
	Reusable Products			
Significantly REDUCED per-capita waste generation	**3-Stream Waste Collection**	Accessible and sufficient collection systems Recycling and composting (Buildings)	• 100% of open spaces include three-stream waste systems • Meet City ordinances for waste reduction to reduce consumption and provide adequate waste management infrastructure to support the City-wide Zero Waste Goal	**Section 4 Open Space** 4.9.5 Waste Receptacles **Section 5 Streets** 5.14.7 Waste Receptacles
	Consumption & Purchasing			
	Cost Monitoring			
100% materials RECOVERED from waste stream	**Material Re-Use**		• Divert at least 65% percent of construction and demolition waste materials per State and City and County of San Francisco targets	**Section 2 Telling our Story: Interperative Vision** **Section 5 Streets** 5.14.11 Salvaged Material **Section 6 Buildings** 6.12 Existing Buildings within the Third Street Industial District: The Stack 6.13.1 Unit 3 Retained Features 6.13.9 Unit 3 Retained Features 6.14 Existing Buildings within the Third Street Industial District: Station A
	Construction Debris	Construction waste diversion (65%)		

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C. Power Station Definitions

Terms that are capitalized throughout the D4D are defined in this appendix, which incorporates the definitions in the Potrero Power Station SUD (Planning Code Section 249.87). In the event the meaning of any defined term in this D4D differs from the meaning given to such words or concepts in the Planning Code or the SUD, the meaning in the Planning Code and SUD shall prevail. In the absence of any conflict, this D4D will control so long as the D4D remains consistent with the SUD.

Active Lane Use. Consist of Active Use, as well as building insets of at least 4 feet in depth at the ground floor for pedestrian amenities. These include permanent, semi-permanent, and movable furnishings (such as tables, chairs, umbrellas), and Public Art, such as a wall mural, at least 15 feet in height measured from ground level.

Active Use. Consist of the following uses, and must have a Transparent Frontage:

- Retail, Sales and Service Use (including 1,000 square foot or smaller "Micro-Retail" uses, which can have a depth of 10 feet from the street, as opposed to the standard depth of 25 feet).
- PDR Use.
- Institutional Use. Social Spaces shall be provided at the front of the building, oriented toward the street, within at least the first 15 feet of building depth.
- Entertainment, Arts, and Recreation Use.
- Lobbies up to 40 feet or 25 percent of building frontage, whichever is larger.
- Non-Retail, Sales and Service Use (including Office Use) up to 50 percent of the building frontage; Social spaces, such as communal kitchens, conferences rooms, employee break rooms, and waiting areas of Non-Retail Sales and Service Use shall be provided at the front of spaces, oriented toward the street within at least the first 15 feet of building depth.
- Residential Uses, including Social Spaces and dwelling units, provided they have direct access to a street or public open space.
- Accessory mail rooms and bicycle storage rooms with direct access to the street or lobby space.

Agricultural and Beverage Processing 1. See Appendix D.

Americans with Disabilities Act (ADA). Legislation passed in 1990 that prohibits discrimination against people with disabilities. Under this Act, all buildings, streets, and open spaces must be designed to be accessible to people with disabilities.

Apparent Face, Maximum. The maximum length of any unbroken plane of a given building elevation.

Articulation. Minor variations in the massing, setback, height, fenestration, or entrances to a building, which express a change across the elevation or façades of a building. Articulation may be expressed, among other things, as bay windows, porches, building modules, entrances, or eaves.

Attended Facility. A type of monitored parking in which an attendant is available to answer questions of facility users.

Base. Base is the lower portion of a midrise or highrise tower that extends vertically to a height of up to 90 feet.

Bicycle Cages / Rooms. A location that provides bicycle storage within an enclosure accessible only to building residents, non-residential occupants, and employees.

Block. An area of land bounded by public or private right-of-way and/or park.

Building Project. Also referred to as "building". The construction of a building or group of buildings undertaken as a discrete project distinct from the overall Power Station project.

Bulkhead. On a retail storefront, the solid horizontal element between the sidewalk and the display window, often framed by vertical piers (see also Piers).

Cart. A mobile structure used in conjunction with food service and/or retail uses, that operates intermittently in a publicly accessible open space, and that is removed daily from such open space during non-business hours.

Community Facility. Community Facility has the same meaning as set forth in *Planning Code Section 102*, except that it also includes transit support facilities.

Corner. Corners are defined as the first 30 feet extending from the intersection of two rights-of-way, or a right-of-way and an open space, along the frontage of a building.

Cultural Resources (Contributing Historic Resources). Cultural resources encompass archaeological, natural, and built environment resources, including but not limited to buildings, structures, objects, districts, and sites. Qualifying cultural resources are designated by local, state, and national registries, such as the National Register of Historic Places.

Curb Cut. A break in the street curb to provide vehicular access from the street surface to private or public property across a continuous sidewalk.

Design for Development (D4D). A document that establishes conceptual standards and guidelines for land use, urban form, streets, and public spaces in the project site.

Design Guidelines. Subjective design requirements

that set forth design intent, design expectations, and encouraged or discouraged features.

Design Standards. Mandatory and measurable design specifications applicable to all new construction.

Encroachment. A portion of a building that projects into the public right-of-way.

Fenestration. The arrangement of windows and openings on the exterior of the building.

Floorplate. The gross floor footage area of a given floor as bounded by the exterior walls of the a floor without any exclusions or deductions otherwise permitted under the definition of Gross Floor Area.

Frontage. The frontage of a building is defined as the vertical exterior face or wall of a building and its linear extent that is adjacent to or fronts on a street, right-of-way, or open space.

Gross Floor Area. "Gross Floor Area" has the meaning set forth in Planning Code Section 102 for C-3 districts, except that in addition to other permitted exceptions or exclusions, Gross Floor Area also shall not include the following: for existing buildings on the Project Site that are rehabilitated or reused as part of the Project (such as Unit 3 or Station A), (i) ground floor area devoted to building or pedestrian circulation and building service, and (ii) space devoted to personal services, restaurants, and retail sales of goods intended to meet the convenience shopping and service needs of area workers and residents, not to exceed 5,000 occupied square feet per use and, in total, not to exceed 75 percent of the area of the ground floor of the building plus the ground level, on-site open space.

HRE. That certain *Potrero Power Station Historic Resource Evaluation – Part 1* prepared for Associate Capital by Page and Turnbull, dated as of January 29, 2018, together with that certain *Potrero Power Station Historic Resource Evaluation – Part 2* prepared for Associate Capital by Page and Turnbull, dated as of February 2, 2018.

HRER. That certain Historic Resource Evaluation Response regarding Case No. 2017-011878ENV, prepared by the San Francisco Planning Department on April 8, 2018.

Individual Locker. An enclosed and secure bicycle parking space accessible only to the owner or operator of the bicycle or owner and operator of the Locker.

Kiosk. A building or other structure that is set upon the ground and is not attached to a foundation, such as a shipping container, trailer, or similar structure, from which food service and/or retail business is conducted. A Kiosk operates in a publicly accessible open space, and remains in place until the business operation is terminated or relocated.

Master Association. A master residential, commercial, and/or other management association.

Materiality. Non-occupiable features and treatments within the thickness of a façade plane.

Micro-Retail. Retail Sales and Service Uses that are 1,000 square foot or smaller.

Mid-block Alley. A publicly-accessible mid-block alley that runs the entire length of the building, generally located toward the middle of the subject block face, perpendicular to the subject frontage and connecting to any existing streets and alleys. A Mid-Block Alley may be open to both pedestrian and vehicular traffic, and must have at least 60 percent of the area of the alley open to the sky, except that an above-grade pedestrian connection is permitted as set forth in Section 6.14.7.

Mid-block Passage. A publicly-accessible mid-block passage that runs the entire length of the building, generally located toward the middle of the subject block face, perpendicular to the subject frontage and connecting to any existing streets and alleys. A Mid-Block Passage is accessible only to pedestrians and may be completely covered.

Modulation. Occupiable façade strategies that are generally less than ten feet and more than nine inches in depth.

Nonconforming Structure. A "nonconforming structure" is a structure that existed lawfully at the effective date of *Planning Code Section 249.87*, or of amendments thereto, and that fails to conform to one or more of the use controls included in Section 6.

Nonconforming Use. A "nonconforming use" is a use that existed lawfully at the effective date of *Planning Code Section 249.87*, or of amendments thereto, and that fails to conform to one or more of the use limitations listed in Table 3.1.2.

Parcel. An area of land bounded by public rights-of-way, parks, or private rights-of-way designated alpha-numerically as developable portions of land. Used as a unit for assessment.

Parking Garage, District. An accessory parking garage that provides for accessory parking for uses located in other buildings on the project site.

Pedestrian-Oriented. Design of buildings with the pedestrian in mind. Pedestrian-oriented buildings include ground floor transparency, canopies, clear entries, distinct storefronts, and an overall human scale and rhythm.

Permitted Use. Permitted uses are listed uses that are allowed [as of right].

Piers. On a retail storefront, the solid vertical elements that frame each individual storefront. The rhythm, width, and depth of piers directly shapes the feeling and scale of a retail frontage.

Project. The Potrero Power Station Mixed-Use Project. Also referred to as the "project," "Potrero Power Station project," or "Power Station project."

Project Site. The approximately 29 acre site comprised of the various subareas shown on Figure 1.2.1. Also referred to as "project site," "site," "Power Station," and "Potrero Power Station."

Project Sponsor. California Barrel Company, LLC, or any other entity with rights to develop the property pursuant to the development agreement approved in conjunction with the SUD.

Projection. A part of a building surface that extends outwards from the primary façade plane. Projections may include balconies, bay windows and other architectural features. Projections may extend into the building setback or the public right-of-way.

Public Open Space. Open space, including parks and plazas that are accessible to the public at all times of day.

Public Trust. Tidal and submerged lands subject to jurisdiction of the Port and held in trust for the common use by the people for commerce, navigation, and fisheries.

Right-of-Way (ROW). The public right-of-way (ROW) is the space of the public street bounded by the adjacent building property lines.

Screen, Rooftop. Architectural rooftop screening designed to hide mechanical equipment from public view.

Semi-Permanent Kiosk. A semi-permanent enclosed structure with doors, windows, gates and/or shutters on one or more sides to provide employee access, to secure the facility during non-business hours, and from which food service and/or retail business is conducted. A Semi-Permanent Kiosk operates in a publicly accessible open space, and remains in place until the business operation is terminated or relocated.

Setback (or Setback Zone). The required or actual distance between the vertical edges of a building above a specified height, or between the vertical edge of a building and the property line. The setback may either start at grade creating an open space provided between the property line and the primary built structure, or it may start above a specified height for the purpose of bulk reduction in the mass of the building. The ground area created by a setback imposed at the ground floor level may be required to be dedicated for public use or remain as private space between the public right-of-way and the building mass.

Sightlines. View corridors to a specific site asset (example: historic building, waterfront).

Signboards. On a retail storefront, the solid horizontal element that sits above the door or display windows, often the location where signs are affixed. Signboards are often framed by vertical piers (see also Piers), and may alternately referred to as the transom sash.

Single Room Occupancy (SRO) Unit. See Appendix D.

Social Spaces. Social Spaces are communal areas shared within a building, used by building users. Such spaces may include fitness rooms, workshops for hands-on projects and to conduct repairs, leasing offices, shared kitchens, resident libraries or reading rooms, community rooms, children's playrooms and classrooms (which may also serve as general assembly rooms), communal kitchens, conferences rooms, employee break rooms, and waiting areas.

Soffit. A visible underside of projecting architectural elements, including, but not limited to, building connector, roof, balcony, staircase, overhang, canopy, ceiling, bay window, and arch.

Special Use District (SUD). An area designated with a specific set of zoning controls adopted as part of the *San Francisco Planning Code*.

Stoop. An outdoor entryway into residential units raised above the sidewalk level. Stoops may include steps leading to a small porch or landing at the level of the first floor of the unit.

Storefront. The façade of a retail space between the street grade and the ceiling of the first floor.

Streetwall. A continuous façade of a building and/or buildings along a street frontage.

Third Street Industrial District. The Third Street Industrial District is an historic district documented in 2008 as part of the Central Waterfront Potrero Point Historic District and is California Register-eligible. The district is significant for its association with the industrial development of the city of San Francisco and based on its collection of late-nineteenth and early twentieth century American industrial buildings and structures.

Transparent Frontage. The condition in which glass, glazing, window, or other building feature allows visibility into the building interior. Does not include heavily tinted or highly mirrored glass.

U-lock. A rigid bicycle lock, typically constructed out of hardened steel composed of a solid U-shaped piece whose ends are connected by a locking removable crossbar.

Upper Building. The portion of a midrise or highrise tower above the Base (also referred to as "tower").

Vertical Hyphen. An architectural element that visually differentiates between existing, historic elements and new additions to a building. In the case of Station A, such hyphen shall be at least 10 feet in depth and one story in height, measured from the exterior face and height of the retained wall or feature.

D. Applicable Planning Code Sections

SECTION 102. DEFINITIONS[1]

Accessory Use. A related minor Use that is either necessary to the operation or enjoyment of a lawful Principal Use or Conditional Use, or appropriate, incidental, and subordinate to any such use, and is located on the same lot.

Agricultural and Beverage Processing 1. An Industrial use that involves the processing of agricultural products and beverages with a low potential for noxious fumes, noise, and nuisance to the surrounding area, including but not limited to bottling plants, breweries, dairy products plant, malt manufacturing or processing plant, fish curing, smoking, or drying, cereal manufacturing, liquor distillery, manufacturing of felt or shoddy, processing of hair or products derived from hair, pickles, sauerkraut, vinegar, yeast, soda or soda compounds, meat products, and fish oil. This use does not include the processing of wood pulp, and is subject to the operating conditions outlined in Section 202.2(d).

Arts Activities. A retail Entertainment, Arts and Recreation Use that includes performance, exhibition (except exhibition of films), rehearsal, production, post-production and some schools of any of the following: Dance, music, dramatic art, film, video, graphic art, painting, drawing, sculpture, small-scale glassworks, ceramics, textiles, woodworking, photography, custom-made jewelry or apparel, and other visual, performance and sound arts and craft. It shall exclude accredited Schools and Post Secondary Educational Institutions. It shall include commercial arts and art-related business service uses including, but not limited to, recording and editing services, small-scale film and video developing and printing; titling; video and film libraries; special effects production; fashion and photo stylists; production, sale and rental of theatrical wardrobes; and studio property production and rental companies. Arts spaces shall include studios, workshops, archives and theaters, and other similar spaces customarily used principally for arts activities, exclusive of a Movie Theater, Amusement Enterprise, Adult Entertainment, and any other establishment where liquor is customarily served during performances.

Automobile Assembly. An Industrial Use that involves the assembly of parts for the purpose of manufacturing automobiles, trucks, buses, or motorcycles. This use is subject to operational and location restrictions outlined in Section 202.2(d) of this Code.

Awning. A light roof-like structure, supported entirely by the exterior wall of a building; consisting of a fixed or movable frame covered with cloth, plastic, or metal; extending over doors, windows, and/or show windows; with the purpose of providing protection from sun and rain and/or embellishment of the façade; as further regulated in Section 3105 of the Building Code.

Bar. A Retail Sales and Service Use that provides on-site alcoholic beverage sales for drinking on the premises, including bars serving beer, wine and/or liquor to the customer where no person under 21 years of age is admitted (with Alcoholic Beverage Control [ABC] license types 23, 42, 48, or 61) and drinking establishments serving beer where minors are present (with ABC license types 40 or 60) in conjunction with other uses such as Movie Theaters and General Entertainment. Such businesses shall operate with the specified conditions in Section 202.2(a).

Canopy. A light roof-like structure, supported by the exterior wall of a building and on columns or wholly on columns, consisting of a fixed or movable frame covered with approved cloth, plastic or metal, extending over entrance doorways only, with the purpose of providing protection from sun and rain and/or embellishment of the façade, as further regulated in Section 3105 of the Building Code.

Child Care Facility. An Institutional Community Use defined in California Health and Safety Code Section 1596.750 that provides less than 24-hour care for children by licensed personnel and meets the open-space and other requirements of the State of California and other authorities.

Class 1 Bicycle Parking Space(s). Spaces in secure, weather-protected facilities intended for use as long-term, overnight, and work-day bicycle storage by dwelling unit residents, non-residential occupants, and Employees.

Class 2 Bicycle Parking Space(s). Bicycle racks located in a publicly-accessible, highly visible location intended for transient or short-term use by visitors, guests, and patrons to the building or use.

Community Facility. An Institutional Community Use that includes community clubhouses, neighborhood centers, community cultural centers, or other community facilities not publicly owned but open for public use in which the chief activity is not carried on as a gainful business and whose chief function is the gathering of persons from the immediate neighborhood in a structure for the purposes of recreation, culture, social interaction, health care, or education other than Institutional Uses as defined in this Section.

Court. Any space on a lot other than a yard that, from a point not more than two feet above the floor line of the lowest story in the building on the lot in which there are windows from rooms abutting and served by the court, is

1 Capitalized terms used in this Appendix D are defined in the Planning Code as of the effective date of the SUD and provided as a reference. See User Guide, Relationship to the SUD and Planning Code on page 2 of this D4D.

open and unobstructed to the sky, except for obstructions permitted by this Code. An "outer court" is a court, one entire side or end of which is bounded by a front setback, a rear yard, a side yard, a front lot line, a street, or an alley. An "inner court" is any court that is not an outer court.

Dwelling Unit. A Residential Use defined as a room or suite of two or more rooms that is designed for, or is occupied by, one family doing its own cooking therein and having only one kitchen. A housekeeping room as defined in the Housing Code shall be a Dwelling Unit for purposes of this Code. For the purposes of this Code, a Live/Work Unit, as defined in this Section, shall not be considered a Dwelling Unit.

Entertainment, Arts and Recreation Use. A Use Category that includes Amusement Game Arcade, Arts Activities, General Entertainment, Livery Stables, Movie Theater, Nighttime Entertainment, Open Recreation Area, Outdoor Entertainment, Passive Outdoor Recreation and Sports Stadiums. Adult Business is not included in this definition, except for the purposes of Development Impact Fee Calculation as described in Article 4.

Entertainment, General. A Retail Entertainment, Arts and Recreation Use that provides entertainment or leisure pursuits to the general public including dramatic and musical performances where alcohol is not served during performances, billiard halls, bowling alleys, skating rinks, and mini-golf, when conducted within a completely enclosed building, and which is adequately soundproofed or insulated so as to confine incidental noise to the premises.

Entertainment, Nighttime. A Retail Entertainment, Arts and Recreation Use that includes dance halls, discotheques, nightclubs, private clubs, and other similar evening-oriented entertainment activities which require dance hall keeper police permits or Place of Entertainment police permits, as defined in Section 1060 of the Police Code, which are not limited to non-amplified live entertainment, including Restaurants and Bars which present such activities, but shall not include any Arts Activity, any theater performance space which does not serve alcoholic beverages during performances, or any temporary uses permitted pursuant to Sections 205 through 205.4 of this Code.

Entertainment, Outdoor. A Retail Entertainment, Arts and Recreation Use that includes circuses, carnivals, or other amusement enterprises not conducted within a building, and conducted on premises not less than 200 feet from any R District.

Façade. An entire exterior wall assembly including, but not limited to, all finishes and siding, fenestration, doors, recesses, openings, bays, parapets, sheathing, and framing.

Gift Store–Tourist Oriented. A Retail Sales and Service Use that involves the marketing of small art goods, gifts, souvenirs, curios, or novelties to the public, particularly those who are visitors to San Francisco rather than local residents.

Grocery, General. A Retail Sales and Services Use that:

(a) Offers a diverse variety of unrelated, non-complementary food and non-food commodities, such as beverages, dairy, dry goods, fresh produce and other perishable items, frozen foods, household products, and paper goods;

(b) May provide beer, wine, and/or liquor sales for consumption off the premises with a California Alcoholic Beverage Control Board License type 20 (off-sale beer and wine) or type 21 (off-sale general) that occupy less than 15% of the Occupied Floor Area of the establishment (including all areas devoted to the display and sale of alcoholic beverages);

(c) May prepare minor amounts of food on site for immediate consumption;

(d) Markets the majority of its merchandise at retail prices; and

(e) Shall operate with the specified conditions in Section 202.2(a)(1).

(f) Such businesses require Conditional Use authorization for conversion of a General Grocery use greater than 5,000 square feet, pursuant to Section 202.3 and 303(l).

Grocery, Specialty. A Retail Sales and Services Use that:

(a) Offers specialty food products such as baked goods, pasta, cheese, confections, coffee, meat, seafood, produce, artisanal goods, and other specialty food products, and may also offer additional food and non-food commodities related or complementary to the specialty food products;

(b) May provide beer, wine, and/or liquor sales for consumption off the premises with a California Alcoholic Beverage Control Board License type 20 (off-sale beer and wine) or type 21 (off-sale general) which occupy less than 15% of the Occupied Floor Area of the establishment (including all areas devoted to the display and sale of alcoholic beverages);

(c) May prepare minor amounts of food on site for immediate consumption off-site with no seating permitted; and

(d) Markets the majority of its merchandise at retail prices.

(e) Such businesses that provide food or drink per subsections (b) and (c) above shall operate with the specified conditions in Section 202.2(a)(1).

Group Housing. A Residential Use that provides lodging or both meals and lodging, without individual cooking facilities, by prearrangement for a week or more at a time, in a space not defined by this Code as a dwelling unit. Such group housing shall include, but not necessarily

be limited to, a Residential Hotel, boardinghouse, guesthouse, rooming house, lodging house, residence club, commune, fraternity or sorority house, monastery, nunnery, convent, or ashram. It shall also include group housing affiliated with and operated by a medical or educational institution, when not located on the same lot as such institution, which shall meet the applicable provisions of Section 304.5 of this Code concerning institutional master plans.

Gym. A Retail Sales and Service Use including a health club, fitness, gymnasium, or exercise facility when including equipment and space for weight-lifting and cardiovascular activities.

Height. The vertical distance by which a building or structure rises above a certain point of measurement. See Section 260 of this Code for how height is measured.

Hospital. An Institutional Healthcare Use that includes a hospital, medical center, or other medical institution that provides facilities for inpatient or outpatient medical care and may also include medical offices, clinics, laboratories, and employee or student dormitories and other housing, operated by and affiliated with the institution, which institution has met the applicable provisions of Section 304.5 of this Code concerning institutional master plans.

Hotel. A Retail Sales and Services Use that provides tourist accommodations, including guest rooms or suites, which are intended or designed to be used, rented, or hired out to guests (transient visitors) intending to occupy the room for less than 32 consecutive days. This definition also applies to buildings containing six or more guest rooms designated and certified as tourist units, under Chapter 41 of the San Francisco Administrative Code. For purposes of this Code, a Hotel does not include (except within the Bayshore-Hester Special Use District as provided for in Sections 713 and 780.2 of this Code) a Motel, which contains guest rooms or suites that are independently accessible from the outside, with garage or parking space located on the lot, and designed for, or occupied by, automobile-traveling transient visitors. Hotels shall be designed to include all lobbies, offices, and internal circulation to guest rooms and suites within and integral to the same enclosed building or buildings as the guest rooms or suites.

Industrial Use. A Use Category containing the following uses: Agricultural and Beverage Processing 1 and 2, Automobile Wrecking, Automobile Assembly, Grain Elevator, Hazardous Waste Facility, Junkyard, Livestock Processing 1 and 2, Heavy Manufacturing 1, 2, and 3, Light Manufacturing, Metal Working, Power Plant, Ship Yard, Storage Yard, Volatile Materials Storage, and Truck Terminal.

Institutional Use. A Use Category that includes Child Care Facility, Community Facility, Private Community Facility, Hospital, Job Training, Medical Cannabis Dispensary, Philanthropic Administrative Services, Religious Institution, Residential Care Facility, Social Service or Philanthropic Facility, Post-Secondary Educational Institution, Public Facility, School, and Trade School.

Laboratory. A Non-Retail Sales and Services Use intended or primarily suitable for scientific research. The space requirements of uses within this category include specialized facilities and/or built accommodations that distinguish the space from Office uses, Light Manufacturing, or Heavy Manufacturing. Examples of laboratories include the following:

(a) Chemistry, biochemistry, or analytical laboratory;

(b) Engineering laboratory;

(c) Development laboratory;

(d) Biological laboratories including those classified by the Centers for Disease Control (CDC) and National Institutes of Health (NIH) as Biosafety level 1, Biosafety level 2, or Biosafety level 3;

(e) Animal facility or vivarium, including laboratories classified by the CDC/NIH as Animal Biosafety level 1, Animal Biosafety level 2, or Animal Biosafety level 3;

(f) Support laboratory;

(g) Quality assurance/Quality control laboratory;

(h) Core laboratory; and

(i) Cannabis testing facility (any use requiring License Type 8—Testing Laboratory, as defined in California Business and Professions Code, Division 10).

Life Science. A Non-Retail Sales and Service Use that involves the integration of natural and engineering sciences and advanced biological techniques using organisms, cells, and parts thereof for products and services. This includes the creation of products and services used to analyze and detect various illnesses, the design of products that cure illnesses, and/or the provision of capital goods and services, machinery, instruments, software, and reagents related to research and production. Life Science uses may utilize office, laboratory, light manufacturing, or other types of space. As a subset of Life Science uses, Life Science laboratories typically include biological laboratories and animal facilities or vivaria, as described in the Laboratory definition Subsections (d) and (e).

Liquor Store. A Retail Sales and Service Use that sells beer, wine, or distilled spirits to a customer in an open or closed container for consumption off the premises and that needs a State of California Alcoholic Beverage Control Board License type 20 (off-sale beer and wine) or type 21 (off-sale general) This classification shall not include retail uses that:

(a) are both (1) classified as a General Grocery, a Specialty Grocery, or a Restaurant- Limited, and (2) have a Gross Floor Area devoted to alcoholic beverages that is within the applicable accessory use limits for the use district in which it is located, or

(b) have both (1) a Non-residential Use Size of greater than 10,000 gross square feet and (2) a gross floor area

devoted to alcoholic beverages that is within accessory use limits as set forth in Section 204.3 or Section 703(d) of this Code, depending on the zoning district in which the use is located.

(c) For purposes of Planning Code Sections 249.5, 781.8, 781.9, 782, and 784, the retail uses explicitly exempted from this definition as set forth above shall only apply to General Grocery and Specialty Grocery stores that exceed 5,000 square feet in size shall not:

(1) sell any malt beverage with an alcohol content greater than 5.7 percent by volume; any wine with an alcohol content of greater than 15 percent by volume, except for "dinner wines" that have been aged two years or more and maintained in a corked bottle; or any distilled spirits in container sizes smaller than 600 milliliters;

(2) devote more than 15 percent of the gross square footage of the establishment to the display and sale of alcoholic beverages; and

(3) sell single servings of beer in container sizes 24 ounces or smaller.

Livery Stable. A Retail Entertainment, Arts and Recreation Use where horses and carriages are kept for hire and where stabling is provided. This use also includes horse riding academies.

Locker. A fully enclosed and secure bicycle parking space accessible only to the owner or operator of the bicycle or owner and operator of the locker.

Manufacturing, Light. An Industrial Use that provides for the fabrication or production of goods, by hand or machinery, for distribution to retailers or wholesalers for resale off the premises, primarily involving the assembly, packaging, repairing, or processing of previously prepared materials. Light manufacturing uses include production and custom activities usually involving individual or special design, or handiwork, such as the following fabrication or production activities, as may be defined by the Standard Industrial Classification Code Manual as light manufacturing uses:

(a) Food processing;

(b) Apparel and other garment products;

(c) Furniture and fixtures;

(d) Printing and publishing of books or newspapers;

(e) Leather products;

(f) Pottery;

(g) Glass-blowing;

(h) Commercial laundry, rug cleaning, and dry cleaning facility;

(i) Measuring, analyzing, and controlling instruments; photographic, medical, and optical goods; watches and clocks; or

(j) Manufacture of cannabis products or cannabis extracts that are derived without the use of volatile organic compounds (any use requiring License Type 6—Manufacturer 1, as defined in California Business and Professions Code, Division 10).

It shall not include Trade Shop, Agricultural and Beverage Processing 1 or 2, or Heavy Manufacturing 1, 2, or 3. This use is subject to the location and operation controls in Section 202.2(d).

Metal Working. An Industrial use that includes metal working or blacksmith shop; excluding presses of over 20 tons' capacity and machine-operated drop hammers. This use is subject to location and operational controls in Section 202.2(d).

Monitored Parking. A location where Class 2 parking spaces are provided within an area under constant surveillance by an attendant or security guard or by a monitored camera.

Office, General. A Non-Retail Sales and Service Use that includes space within a structure or portion thereof intended or primarily suitable for occupancy by persons or entities which perform, provide for their own benefit, or provide to others at that location, services including, but not limited to, the following: professional, banking, insurance, management, consulting, technical, sales, and design; and the non-accessory office functions of manufacturing and warehousing businesses, multimedia, software development, web design, electronic commerce, and information technology. This use shall exclude Non-Retail Professional Services as well as Retail Uses; repair; any business characterized by the physical transfer of tangible goods to customers on the premises; wholesale shipping, receiving and storage; and design showrooms or any other space intended and primarily suitable for display of goods.

Open Recreation Area. A Non-Commercial Entertainment, Arts and Recreation Use that is not publicly owned which is not screened from public view, has no structures other than those necessary and incidental to the open land use, is not operated as a gainful business, and is devoted to outdoor recreation such as golf, tennis, or riding.

Outdoor Activity Area. A Commercial Use characteristic defined as an area associated with a legally established use, not including primary circulation space or any public street, located outside of a building or in a courtyard, which is provided for the use or convenience of patrons of a commercial establishment including, but not limited to, sitting, eating, drinking, dancing, and food-service activities.

Parking Garage, Private. A Non-Retail Automotive Use that provides temporary parking accommodations for automobiles, trucks, vans, bicycles, or motorcycles in a garage not open to the general public, without parking of recreational vehicles, mobile homes, boats, or other vehicles, or storage of vehicles, goods, or equipment. Provisions regulating automobile parking are set forth in Sections 155, 156, 303(t) or (u) and other provisions of Article 1.5 of this Code.

Parking Garage, Public. A Retail Automotive Use that provides temporary parking accommodations for automobiles, trucks, vans, bicycles, or motorcycles in a garage open to the general public, without parking of recreational vehicles, mobile homes, boats, or other vehicles, or storage of vehicles, goods, or equipment. Provisions regulating automobile parking are set forth in Sections 155, 156, 303(t) or (u) and other provisions of Article 1.5 of this Code.

Parking Lot, Private. A Non-Retail Automotive Use that provides temporary off-street parking accommodations for private automobiles, trucks, vans, bicycles, or motorcycles on an open lot or lot surrounded by a fence or wall not open to the general public, without parking of recreational vehicles, motor homes, boats, or other vehicles, or storage of vehicles, goods, or equipment. Provisions regulating automobile parking are set forth in Sections 155, 156, 303(t) or (u) and other provisions of Article 1.5 of this Code

Parking Lot, Public. A Retail Automotive Use that provides temporary parking accommodations for private automobiles, trucks, vans, bicycles, or motorcycles on an open lot or lot surrounded by a fence or wall open to the general public, without parking of recreational vehicles, motor homes, boats, or other vehicles, or storage of vehicles, goods, or equipment. Provisions regulating automobile parking are set forth in Sections 155, 156, 303(t) or (u) and other provisions of Article 1.5 of this Code.

Passive Outdoor Recreation. A Non-Commercial Entertainment, Arts and Recreation Use defined as an open space used for passive recreational purposes that is not publicly owned and is not screened from public view, has no structures other than those necessary and incidental to the open land use, is not served by vehicles other than normal maintenance equipment, and has no retail or wholesale sales on the premises. Such open space may include, but not necessarily be limited to, a park, playground, or rest area.

Permeable Surface. Permeable surfaces are those that allow stormwater to infiltrate the underlying soils. Permeable surfaces shall include, but not be limited to, vegetative planting beds, porous asphalt, porous concrete, single-sized aggregate, open-jointed blocks, stone, pavers, or brick that are loose-set and without mortar. Permeable surfaces are required to be contained so neither sediment nor the permeable surface discharges off the site.

Plan Dimensions. The linear horizontal dimensions of a building or structure, at a given level, between the outside surfaces of its exterior walls. The "length" of a building or structure is the greatest plan dimension parallel to an exterior wall or walls and is equivalent to the horizontal dimension of the corresponding elevation of the building or structure at that level. The "diagonal dimension" of a building or structure is the plan dimension between the two most separated points on the exterior walls.

Public Utilities Yard. A Utility and Infrastructure Use that is defined as a service yard for public utility, or public use of a similar character, if conducted entirely within an area completely enclosed by a wall or concealing fence not less than six feet high.

Residential Use. A Use Category consisting of uses that provide housing for San Francisco residents, rather than visitors, including Dwelling Units, Group Housing, Residential Hotels, and Senior Housing, Homeless Shelters, and for the purposes of Article 4 only any residential components of Institutional Uses. Single Room Occupancy and Student Housing designations are consider characteristics of certain Residential Uses.

Restaurant. A Retail Sales and Service use that serves prepared, ready-to-eat cooked foods to customers for consumption on the premises and which has seating. As a minor and incidental use, it may serve such foods to customers for off-site consumption. It may provide on-site beer, wine, and/or liquor sales for drinking on the premises (with ABC license types 41, 47, 49, 59, or 75); however, if it does so, it shall be required to operate as a Bona Fide Eating Place. It is distinct and separate from a Limited-Restaurant. Such businesses shall operate with the specified conditions in Section 202.2(a)(1).

It shall not be required to operate within an enclosed building so long as it is also a Mobile Food Facility. Any associated outdoor seating and/or dining area is subject to regulation as an Outdoor Activity Area as set forth elsewhere in this Code.

Restaurant, Limited. A Retail Sales and Service Use that serves ready-to-eat foods and/or drinks to customers for consumption on or off the premises, that may or may not have seating. It may include wholesaling, manufacturing, or processing of foods, goods, or commodities on the premises as an Accessory Use as set forth in Sections 204.3 or 703.2 depending on the zoning district in which it is located. It includes, but is not limited to, foods provided by sandwich shops, coffee houses, pizzerias, ice cream shops, bakeries, delicatessens, and confectioneries meeting the above characteristics, but is distinct from a Specialty Grocery, Restaurant, and Bar. Within the North Beach SUD, it is also distinct from Specialty Food Manufacturing, as defined in Section 780.3(b). It shall not provide on-site beer and/or wine sales for consumption on the premises, but may provide off-site beer and/or wine sales for consumption off the premises with a California Alcoholic Beverage Control Board License type 20 (off-sale beer and wine), that occupy less than 15% of the Occupied Floor Area of the establishment (including all areas devoted to the display and sale of alcoholic beverages). Such businesses shall operate with the specified conditions in Section 202.2(a)(1).

Restricted Access Parking. A location that provides Class 2 bicycle racks within a locked room or locked enclosure accessible only to the owners of bicycles parked within.

Sales and Services, Non-Retail. A Commercial Use category that includes Uses that involve the sale of goods or services to other businesses rather than the end user, or that does not provide for direct sales to the consumer on site. Uses in this category include, but are not limited

to: Business Services, Catering, Commercial Storage, Design Professional, General Office, Laboratory, Life Science, Non-Retail Professional Service, Trade Office, Wholesale Sales, and Wholesale Storage.

Sales and Services, Retail. A Commercial Use category that includes Uses that involve the sale of goods, typically in small quantities, or services directly to the ultimate consumer or end user with some space for retail service on site, excluding Retail Entertainment Arts and Recreation, and Retail Automobile Uses and including, but not limited to: Adult Business, Animal Hospital, Bar, Cannabis Retail, Cat Boarding, Chair and Foot Massage, Tourist Oriented Gift Store, General Grocery, Specialty Grocery, Gym, Hotel, Jewelry Store, Kennel, Liquor Store, Massage Establishment, Mortuary (Columbarium), Motel, Non-Auto Sales, Pharmacy, Restaurant, Limited Restaurant, General Retail Sales and Service, Financial Service, Fringe Financial Service, Limited Financial Service, Health Service, Instructional Service, Personal Service, Retail Professional Service, Self-Storage, Tobacco Paraphernalia Establishment, and Trade Shop.

Service, Business. A Non-Retail Sales and Service Use that provides the following kinds of services to businesses and/or to the general public and does not fall under the definition of Office: radio and television stations, newspaper bureaus, magazine and trade publication publishing, microfilm recording, slide duplicating, bulk mail services, parcel shipping services, parcel labeling and packaging services, messenger delivery/courier services, sign painting and lettering services, or building maintenance services.

Service, Instructional. A Retail Sales and Service Use that includes instructional services not certified by the State Educational Agency, such as art, dance, exercise, martial arts, and music classes.

Service, Non-Retail Professional. A Non-Retail Sales and Service Office Use that provides professional services to other businesses including, but not limited to, accounting, legal, consulting, insurance, real estate brokerage, advertising agencies, public relations agencies, computer and data processing services, employment agencies, management consultants and other similar consultants, telephone message services, and travel services. This use may also provide services to the general public but is not required to. This use shall not include research services of an industrial or scientific nature in a commercial or medical laboratory, other than routine medical testing and analysis by a health-care professional or hospital.

Service, Personal. A Retail Sales and Services Use that provides grooming services to the individual, including salons, cosmetic services, tattoo parlors, and health spas, bathhouses, and steam rooms. Personal Service does not include Massage Establishments or Gym, which are defined separately in this Section.

Single Room Occupancy (SRO) Unit. A Residential Use characteristic, defined as a Dwelling Unit or Group Housing room consisting of no more than one occupied room with a maximum gross floor area of 350 square feet and meeting the Housing Code's minimum floor area standards. The unit may have a bathroom in addition to the occupied room. As a Dwelling Unit, it would have a cooking facility and bathroom. As a group housing room, it would share a kitchen with one or more other single room occupancy unit/s in the same building and may also share a bathroom. A single room occupancy building (or "SRO" building) is one that contains only SRO units and accessory living space.

Stacked Parking. Bicycle parking spaces where racks are stacked and the racks that are not on the ground accommodate mechanically-assisted lifting in order to mount the bicycle.

Storage Yard. An Industrial Use involving the storage of building materials or lumber, stones or monuments, livestock feed, or contractors' equipment, if conducted within an area enclosed by a wall or concealing fence not less than six feet high. This use does not include Vehicle Storage or a Hazardous Waste Facility.

Student Housing. A Residential Use characteristic defined as a living space for students of accredited Post-Secondary Educational Institutions that may take the form of Dwelling Units, Group Housing, or SRO Unit and is owned, operated, or otherwise controlled by an accredited Post-Secondary Educational Institution. Unless expressly provided for elsewhere in this Code, the use of Student Housing is permitted where the form of housing is permitted in the underlying Zoning District in which it is located. Student Housing may consist of all or part of a building, and Student Housing owned, operated, or controlled by more than one Post-Secondary Educational Institution may be located in one building.

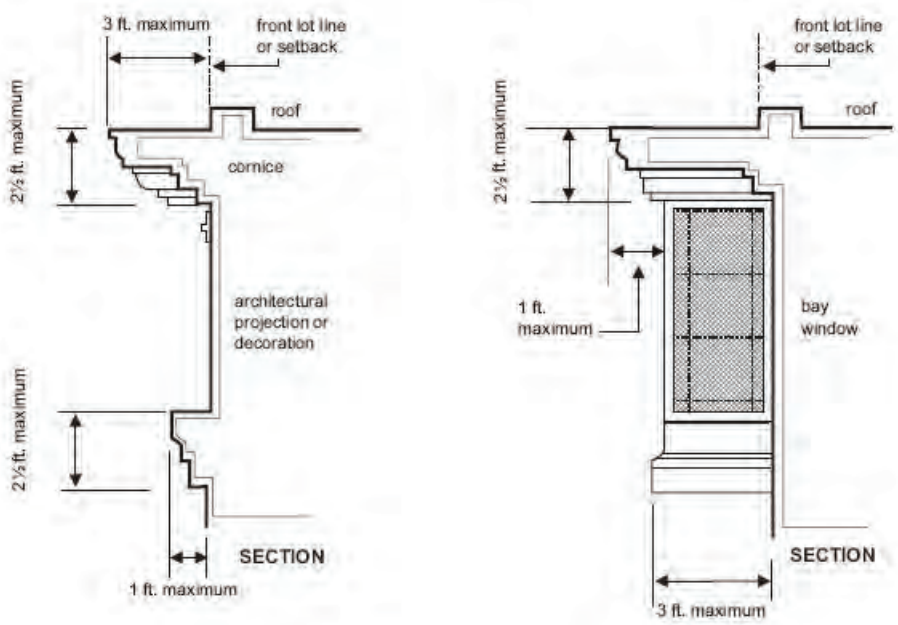
Trade Offices. A Non-Retail Sales and Service Use that includes business offices of building, plumbing, electrical, painting, roofing, furnace, or pest control contractors, if no storage of equipment or items for wholesale use are located on site. It may also include incidental accessory storage of office supplies and samples if located entirely within an enclosed building having no openings other than fixed windows or exits required by law within 50 feet of an R District, and if the storage of equipment and supplies does not occupy more than of the total gross floor area of the use. No processing of building materials, such as mixing of concrete or heating of asphalt shall be conducted on the premises. Parking, loading, and unloading of all vehicles used by the contractor shall be located entirely within the building containing the use.

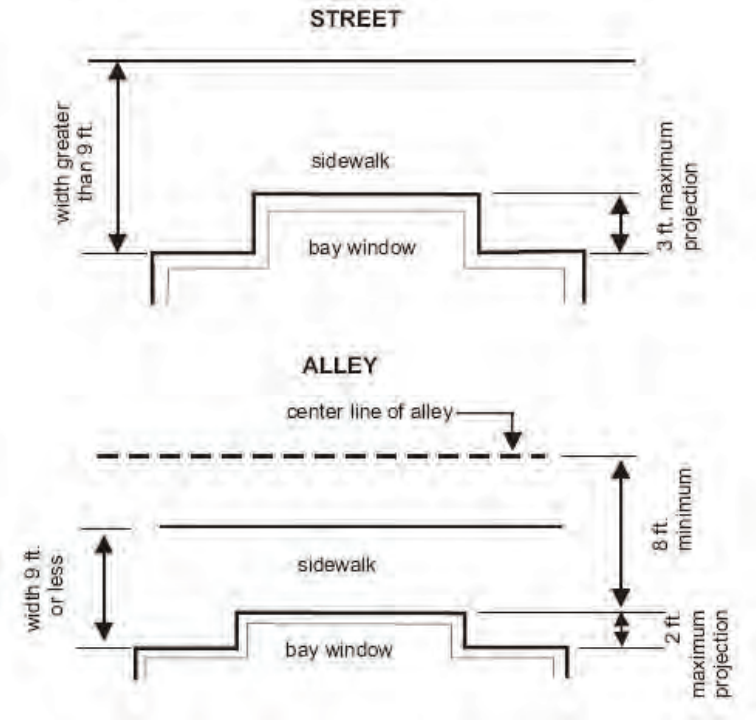
Vehicle Storage Lot. A Retail Automotive Use that provides for the storage of buses, recreational vehicles, mobile homes, trailers, or boats and/or storage for more than 72 hours of other vehicles on an open lot. It shall not include rooftop storage. Vehicle Storage Lots shall comply with the Screening and Greening requirements of Section 142.

Vertical Bicycle Parking. Bicycle Parking that requires both wheels to be lifted off the ground, with at least one wheel that is no more than 12 inches above the ground.

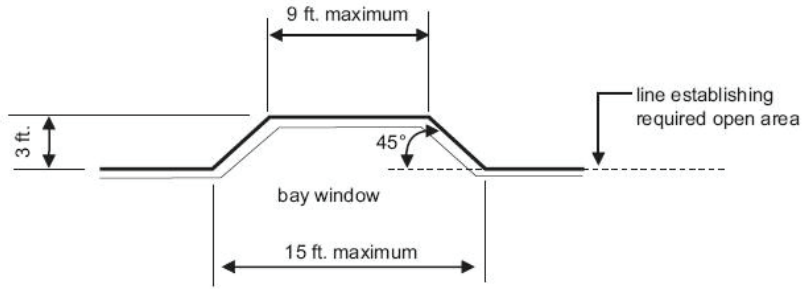
SECTION 136. OBSTRUCTIONS OVER STREETS AND ALLEYS AND IN REQUIRED SETBACKS, YARDS, AND USEABLE OPEN SPACE

STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
				(a) The following obstructions shall be permitted, in the manner specified, as indicated by the symbol "X" in the columns at the left, within the required open areas listed herein: (1) Projections from a building or structure extending over a street or alley as defined by this Code. Every portion of such projections over a street or alley shall provide a minimum of 7½ feet of vertical clearance from the sidewalk or other surface above which it is situated, or such greater vertical clearance as may be required by the San Francisco Building Code, unless the contrary is stated below. The permit under which any such projection over a street or alley is erected over public property shall not be construed to create any perpetual right but is a revocable license; (2) Obstructions within legislated setback lines and front setback areas, as required by Sections 131 and 132 of this Code; (3) Obstructions within side yards and rear yards, as required by Sections 133 and 134 of this Code; (4) Obstructions within usable open space, as required by Section 135 of this Code (b) No obstruction shall be constructed, placed, or maintained in any such required open area except as specified in this Section. (c) The permitted obstructions shall be as follows:
X	X	X	X	(1) Overhead horizontal projections (leaving at least 7½ feet of headroom) of a purely architectural or decorative character such as cornices, eaves, sills and belt courses, with a vertical dimension of no more than two feet six inches, not increasing the floor area or the volume of space enclosed by the building, and not projecting more than: (A) At roof level, three feet over streets and alleys and into setbacks, or to a perimeter in such required open areas parallel to and one foot outside the surfaces of bay windows immediately below such features, whichever is the greater projection,

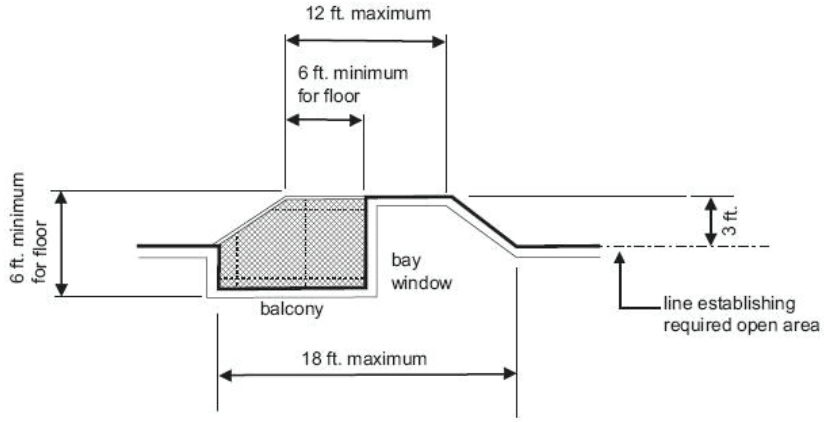
STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
				(B) At every other level, one foot over streets and alleys and into setbacks, and  (C) Three feet into yards and usable open space, or 1/6 of the required minimum dimensions (when specified) of such open areas, whichever is less;
X	X	X	X	(2) Bay (projecting) windows, balconies (other than balconies used for primary access to two or more dwelling units or two or more bedrooms in group housing), and similar features that increase either the floor area of the building or the volume of space enclosed by the building above grade, when limited as specified herein. With respect to obstructions within yards and usable open space, the bay windows and balconies specified in Paragraph (c)(3) below shall be permitted as an alternative to those specified in this Paragraph (c)(2). (A) The minimum headroom shall be 7½ feet.

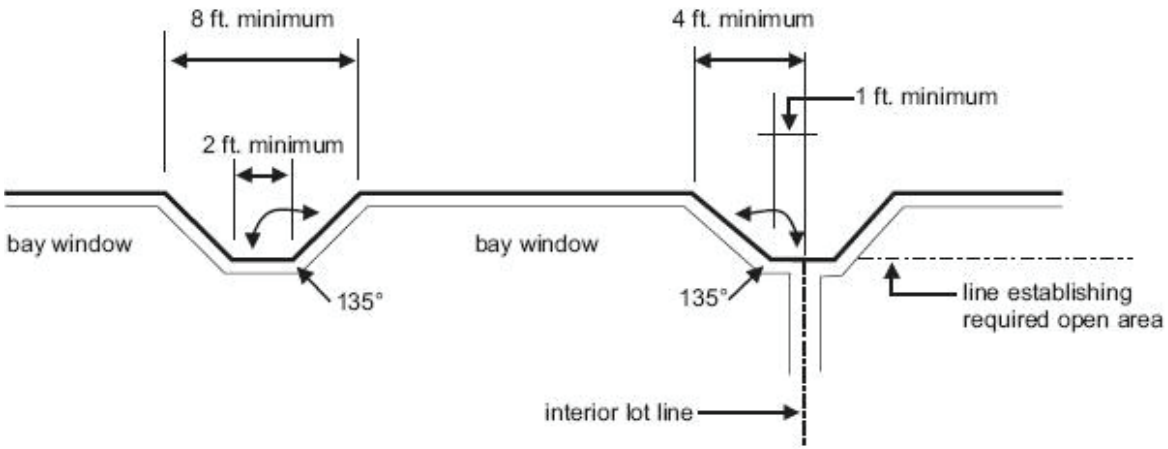
STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
				(B) Projection into the required open area shall be limited to three feet, provided that projection over streets and alleys shall be further limited to two feet where the sidewalk width is nine feet or less, and the projection shall in no case be closer than eight feet to the centerline of any alley.  (C) The glass areas of each bay window, and the open portions of each balcony, shall be not less than 50 percent of the sum of the areas of the vertical surfaces of such bay window or balcony above the required open area. At least 1/3 of such required glass area of such bay window, and open portions of such balcony, shall be on one or more vertical surfaces situated at an angle of not less than 30 degrees to the line establishing the required open area. In addition, at least 1/3 of such required glass area or open portions shall be on the vertical surface parallel to, or most nearly parallel to, the line establishing each open area over which the bay window or balcony projects.

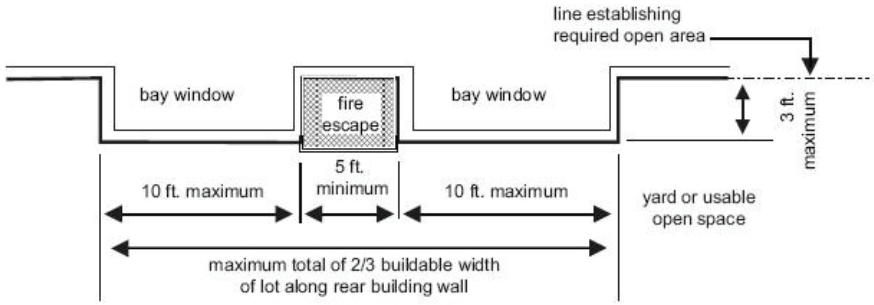
STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
				(D) The maximum length of each bay window or balcony shall be 15 feet at the line establishing the required open area, and shall be reduced in proportion to the distance from such line by means of 45 degree angles drawn inward from the ends of such 15-foot dimension, reaching a maximum of nine feet along a line parallel to and at a distance of three feet from the line establishing the required open area.

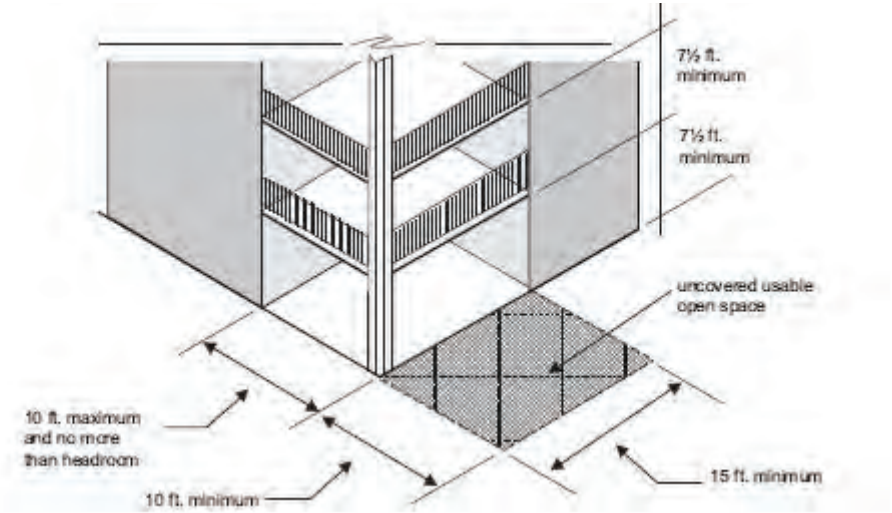


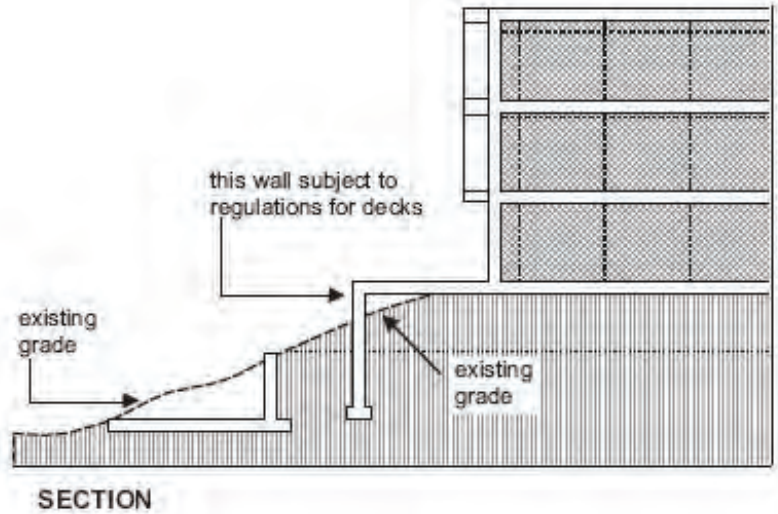
(E) Where a bay window and a balcony are located immediately adjacent to one another, and the floor of such balcony in its entirety has a minimum horizontal dimension of six feet, the limitations of Subparagraph (c)(2)(D) above shall be increased to a maximum length of 18 feet at the line establishing the required open area, and a maximum of 12 feet along a line parallel to and at a distance of three feet from the line establishing the required open area.

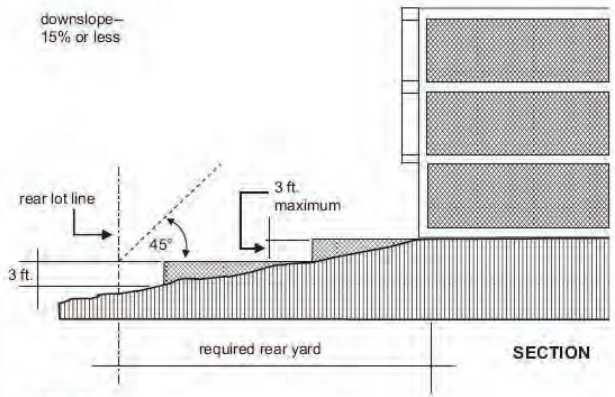
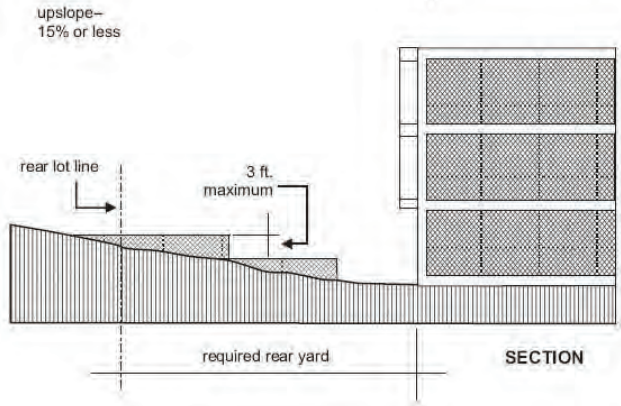


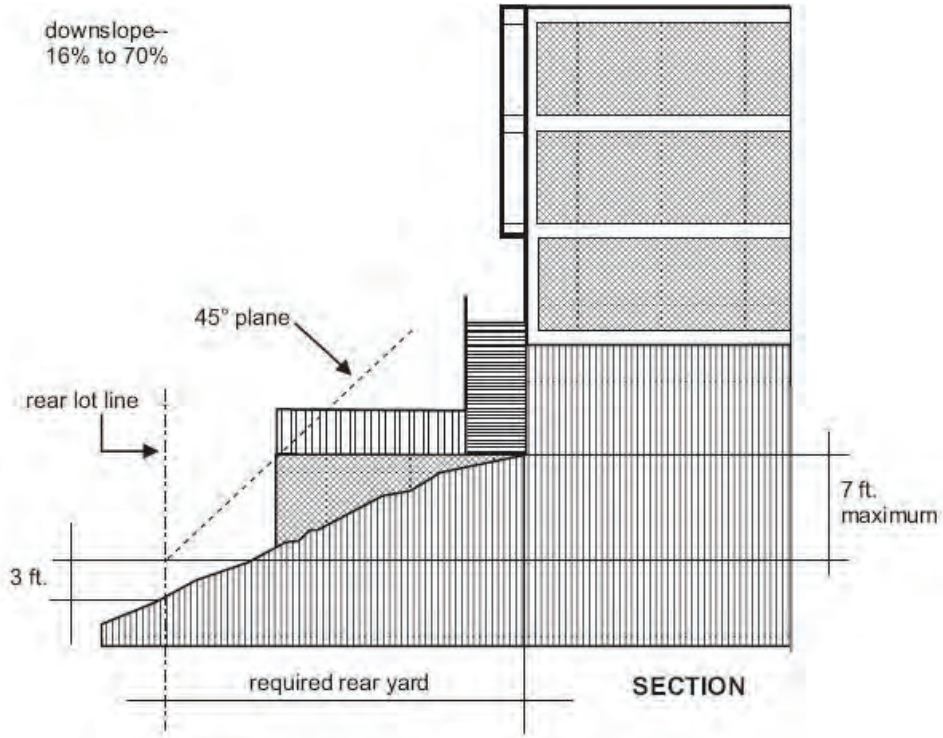
STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
				(F) The minimum horizontal separation between bay windows, between balconies, and between bay windows and balconies (except where a bay window and a balcony are located immediately adjacent to one another, as provided for in Subparagraph (c)(2)(E) above), shall be two feet at the line establishing the required open area, and shall be increased in proportion to the distance from such line by means of 135-degree angles drawn outward from the ends of such two-foot dimension, reaching a minimum of eight feet along a line parallel to and at a distance of three feet from the line establishing the required open area. (G) Each bay window or balcony over a street or alley, setback or rear yard shall also be horizontally separated from interior lot lines (except where the wall of a building on the adjoining lot is flush to the interior lot line immediately adjacent to the projecting portions of such bay window or balcony) by not less than one foot at the line establishing the required open area, with such separation increased in proportion to the distance from such line by means of a 135-degree angle drawn outward from such one-foot dimension, reaching a minimum of four feet along a line parallel to and at a distance of three feet from the line establishing the required open area; 

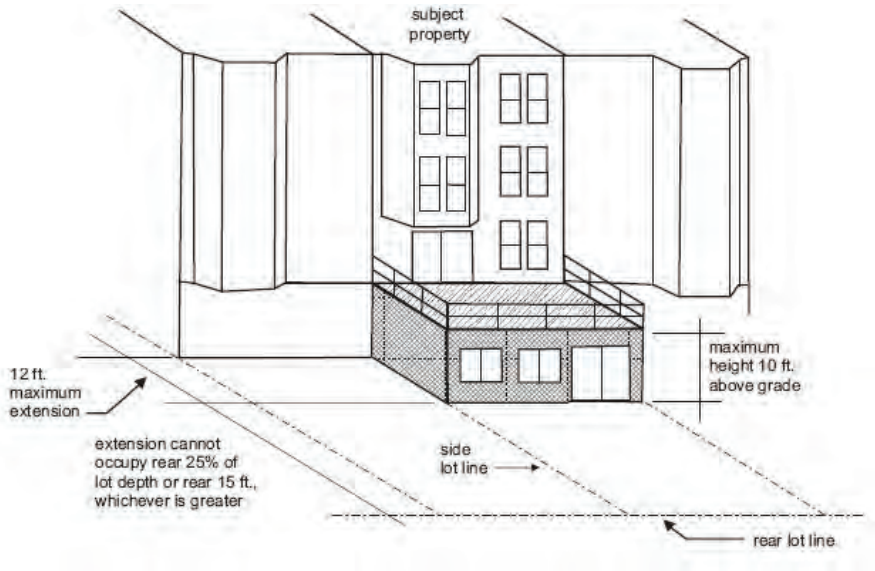
STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
		X	X	(3) Bay (projecting) windows, balconies (other than balconies used for primary access to two or more dwelling units or two or more bedrooms in group housing), and similar features that increase either the floor area of the building or the volume of space enclosed by the building above grade, when limited as specified herein. With respect to obstructions within yards and usable open space, the bay windows and balconies specified in Paragraph (c)(2) above shall be permitted as an alternative to those specified in this Paragraph (c)(3). (A) The minimum headroom shall be 7½ feet. (B) Projection into the required open area shall be limited to three feet, or 1/6 of the required minimum dimension (when specified) of the open area, whichever is less. (C) In the case of bay windows, the maximum length of each bay window shall be 10 feet, and the minimum horizontal separation between bay windows shall be five feet, above all parts of the required open area. (D) The aggregate length of all bay windows and balconies projecting into the required open area shall be no more than 2/3 the buildable width of the lot along a rear building wall, 2/3 the buildable length of a street side building wall, or 1/3 the length of all open areas along the buildable length of an interior side lot line; in the case of yards, these limits on aggregate length shall apply to the aggregate of all bay windows, balconies, fire escapes and chimneys. 
X	X	X	X	(4) Fire escapes, leaving at least 7½ feet of headroom exclusive of drop ladders to grade, and not projecting more than necessary for safety or in any case more than four feet six inches into the required open area. In the case of yards, the aggregate length of all bay windows, balconies, fire escapes and chimneys that extend into the required open area shall be no more than 2/3 the buildable width of the lot along a rear building wall, 2/3 the buildable length of a street side building wall, or 1/3 the buildable length of an interior side lot line;

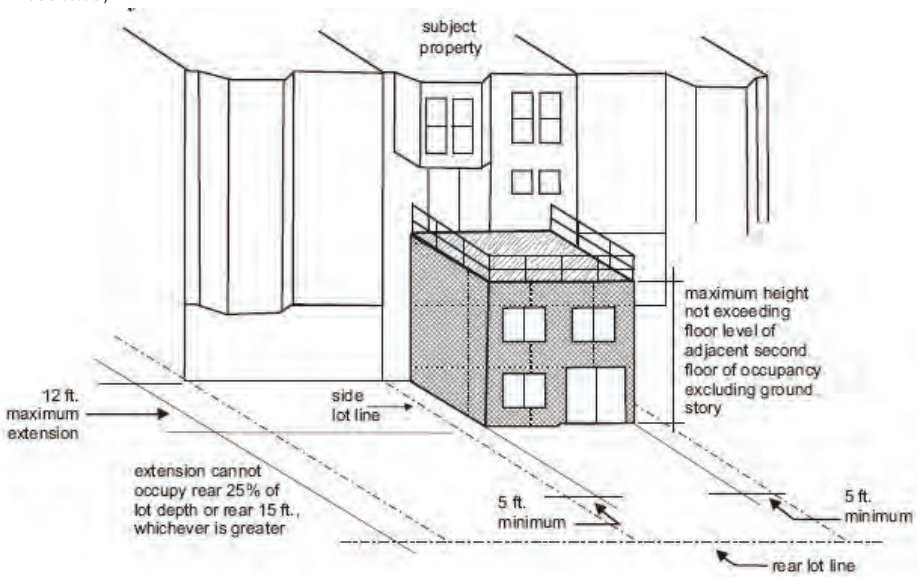
STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
			X	(5) Overhead horizontal projections other than those listed in Paragraphs (c)(1), (2), (3) and (4) above, leaving at least 7½ feet of headroom, where the depth of any such projection is no greater than the headroom it leaves, and in no case is greater than 10 feet; and provided that, in the case of common usable open space at ground level, the open space under the projection directly adjoins uncovered usable open space that is at least 10 feet in depth and 15 feet in width; 
		X		(6) Chimneys not extending more than three feet into the required open area or 1/6 of the required minimum dimension (when specified) of the open area, whichever is less; provided, that the aggregate length of all bay windows, balconies, fire escapes and chimneys that extend into the required open area is no more than 2/3 the buildable width of the lot along a rear building wall, 2/3 the buildable length of a street side building wall, or 1/3 the buildable length of an interior side lot line;
X				(7) Temporary occupancy of street and alley areas during construction and alteration of buildings and structures, as regulated by the Building Code and other portions of the Municipal Code;
X				(8) Space below grade, as regulated by the Building Code and other portions of the Municipal Code;
X	X			(9) Building curbs and buffer blocks at ground level, not exceeding a height of nine inches above grade or extending more than nine inches into the required open area;
X	X			(10) Signs as regulated by Article 6 of this Code, at locations and to the extent permitted therein;
X	X			(11) Flagpoles for projecting flags permitted by Article 6 of this Code;
X	X			(12) Awnings, Canopies, and Marquees and for Limited Commercial Uses in Residential and RTO Districts, as defined in Section 102 and regulated by the Building Code, and as further limited in Section 136.1 and other provisions of this Code;

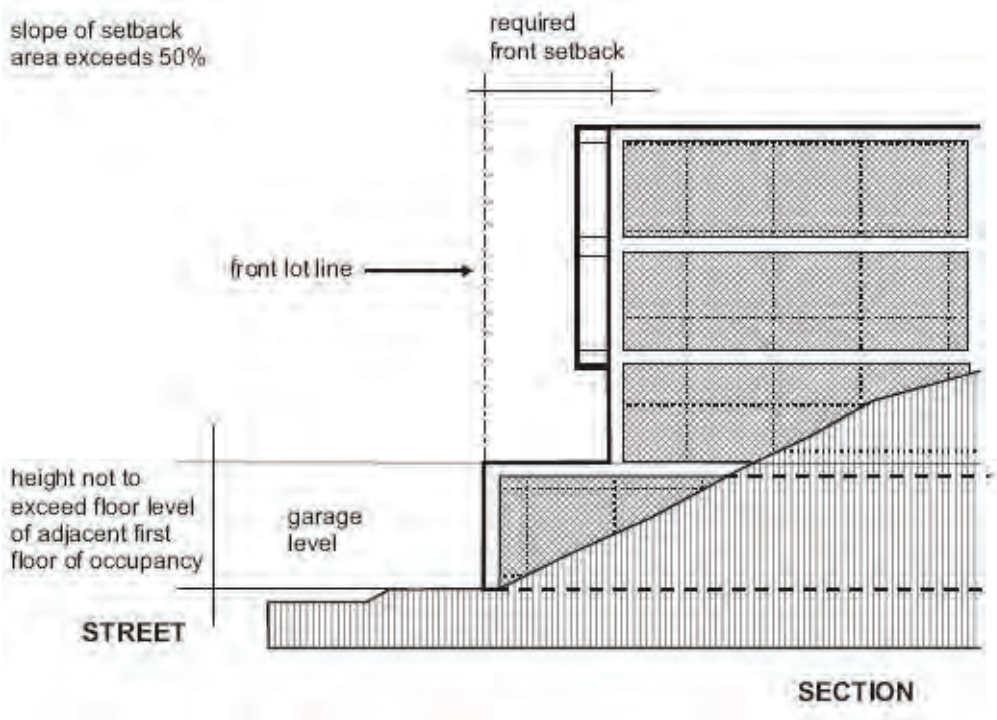
STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
	X	X	X	(13) Retaining walls that are necessary to maintain approximately the grade existing at the time of construction of a building. Other retaining walls and the grade maintained by them shall be subject to the same regulations as decks (see Paragraphs (c)(24) and (c)(25) below); 
	X	X	X	(14) Steps of any type not more than three feet above grade, and uncovered stairways and landings not extending higher than the floor level of the adjacent first floor of occupancy above the ground story, and, in the case of yards and usable open space, extending no more than six feet into the required open area for any portion that is more than three feet above grade, provided that all such stairways and landings shall occupy no more than 2/3 the buildable width of the lot along a front or rear building wall, 2/3 the buildable length of a street side building wall, or 1/3 the length of all open areas along the buildable length of an interior side lot line;
X	X	X	X	(15) Railings no more than three feet six inches in height above any permitted step, stairway, landing, fire escape, deck, porch or balcony, or above the surface of any other structure permitted in the required open area.
	X	X	X	(16) Decorative railings and decorative grille work, other than wire mesh, at least 75 percent open to perpendicular view and no more than six feet in height above grade;
	X	X	X	(17) Fences no more than three feet in height above grade;
		X	X	(18) Fences and wind screens no more than six feet in height above grade;
		X		(19) Fences and wind screens no more than 10 feet in height above grade;
		X	X	(20) Normal outdoor recreational and household features such as play equipment and drying lines;
	X	X	X	(21) Landscaping and garden furniture;

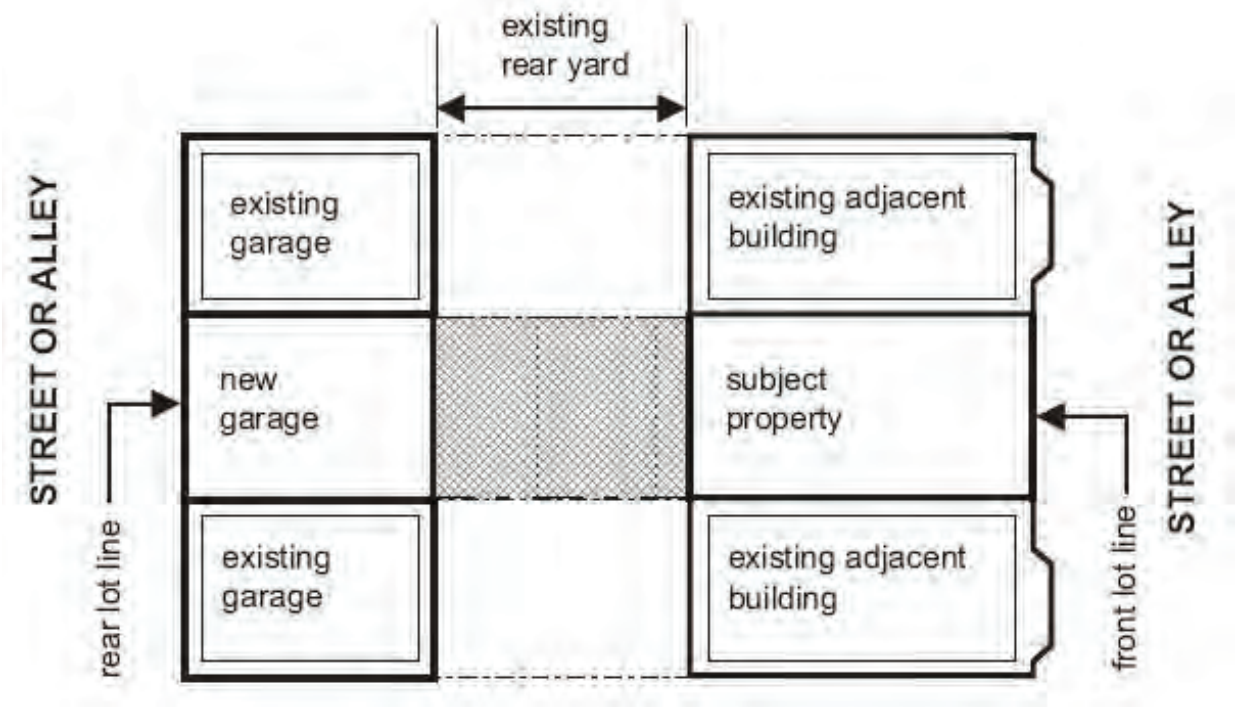
STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
		X	X	(22) Garden structures enclosed by walls on no more than 50 percent of their perimeter, such as gazebos and sunshades, if no more than eight feet in height above grade and covering no more than 60 square feet of land;
		X		(23) Other structures commonly used in gardening activities, such as greenhouses and sheds for storage of garden tools, if no more than eight feet in height above grade and covering no more than 100 square feet of land;
		X		(24) Decks, whether attached to a building or not, at or below the adjacent first floor of occupancy, if developed as usable open space and meeting the following requirements: (A) Slope of 15 percent or less. The floor of the deck shall not exceed a height of three feet above grade at any point in the required open area, nor shall such floor penetrate a plane made by a vertical angle 45 degrees above horizontal with its vertex three feet above grade at any lot line bordering the required open area,  

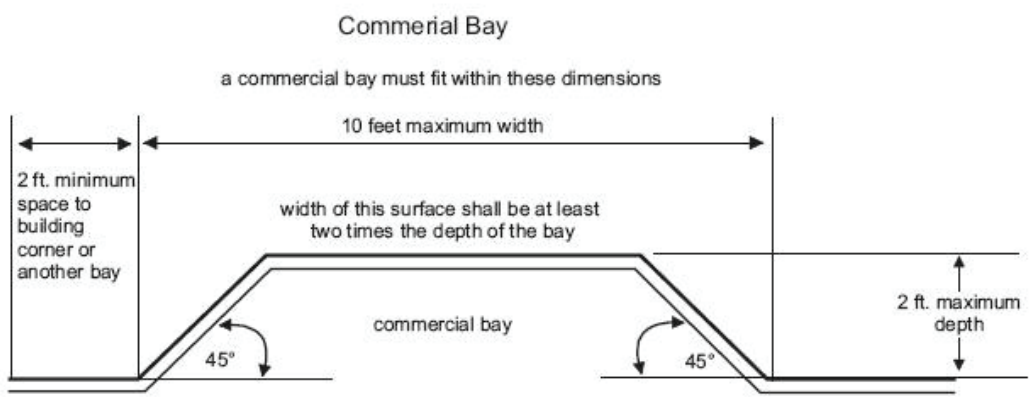
STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
				(B) Slope of more than 15 percent and no more than 70 percent. The floor of the deck shall not exceed a height of three feet above grade at any point along any lot line bordering the required open area, nor shall such floor penetrate a plane made by a vertical angle 45 degrees above horizontal with its vertex three feet above grade at any lot line bordering the required open area, except that when two or more lots are developed with adjacent decks whose floor levels differ by not more than three feet, whether or not the lots will remain in the same ownership, each deck may come all the way to the lot line adjacent to the other deck. In addition, the vertical distance measured up from grade to the floor of the deck shall not exceed seven feet at any point in the required open area, 

STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
				(C) Slope of more than 70 percent. Because in these cases the normal usability of the required open area is seriously impaired by the slope, a deck covering not more than 1/3 the area of the required open area may be built exceeding the heights specified above, provided that the light, air, view, and privacy of adjacent lots are not seriously affected. Each such case shall be considered on its individual merits. However, the following points shall be considered guidelines in these cases: (i) The deck shall be designed to provide the minimum obstruction to light, air, view and privacy. (ii) The deck shall be at least two feet inside all side lot lines. (iii) On downhill slopes, a horizontal angle of 30 degrees drawn inward from each side lot line at each corner of the rear building line shall be maintained clear, and the deck shall be kept at least 10 feet inside the rear lot line;
		X		(25) Except in required side yards, decks, and enclosed and unenclosed extensions of buildings, when limited as specified herein: (A) The structure shall extend no more than 12 feet into the required open area; and shall not occupy any space within the rear 25 percent of the total depth of the lot, or within the rear 15 feet of the depth of the lot, whichever is greater, (B) Within all parts of the required open area, the structure shall be limited in height to either: (i) 10 feet above grade, or 

STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
				(ii) A height not exceeding the floor level of the second floor of occupancy, excluding the ground story, at the rear of the building on the subject property, in which case the structure shall be no closer than five feet to any interior side lot line, 
				(C) Any fence or wind screen extending above the height specified in Subparagraph (c)(25)(B) shall be limited to six feet above such height; shall be no closer to any interior side lot line than one foot for each foot above such height; and shall have not less than 80 percent of its surfaces above such height composed of transparent or translucent materials;
		X		(26) Garages which are underground, or under decks conforming to the requirements of Paragraph (c)(24) or (c)(25) above, if their top surfaces are developed as usable open space, provided that no such garage shall occupy any area within the rear 15 feet of the depth of the lot;

STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
	X			(27) Garages, where the average slope of the required open area ascends from the street lot line to the line at the setback and exceeds 50 percent, provided the height of the garage is limited to 10 feet above grade, or the floor level of the adjacent first floor of occupancy on the subject property, whichever height is less;  Reserved.

STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
		X		(29) Garages, where the subject property is a through lot having both its front and its rear lot line along streets, alleys, or a street and an alley, and both adjoining lots (or the one adjoining lot where the subject property is also a corner lot) contain a garage structure adjacent to the required rear yard on the subject property, provided the garage on the subject property does not exceed the average of the two adjacent garage structures (or the one adjacent garage structure where the subject property is a corner lot) in either height above grade or encroachment upon the required rear yard; 
X	X	X		(30) Driveways, for use only to provide necessary access to required or permitted parking that is located in the buildable area of the subject property other than in a required open area, and where such driveway has only the minimum width needed for such access, and in no case shall parking be allowed in the setback;
		X	X	(31) In the Outer Clement Street Neighborhood Commercial District, outdoor activity area if used in connection with a commercial use on a contiguous lot and which existed in 1978 and has remained in said use since 1978.

STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
				(d) Notwithstanding the limitations of Subsection (c) of this Section, the following provisions shall apply in C-3 districts: (1) Decorative Architectural Features. Decorative architectural features not increasing the interior floor area or volume of the space enclosed by the building are permitted over streets and alleys and into setbacks within the maximum vertical and horizontal dimensions described as follows: (A) At roof level, decorative features such as cornices, eaves, and brackets may project four feet in districts other than C-3-O(SD) and 10 feet in the C-3-O(SD) district with a maximum vertical dimension no greater than six feet. (B) At all levels above the area of minimum vertical clearance required in Subsection (a)(1) above, decorative features, such as belt courses, entablatures, and bosses, may project two feet, with a maximum vertical dimension of four feet, except that in the C-3-O(SD) district at all levels above a minimum vertical clearance of 20 feet from sidewalk grade, decorative features may project half the width of the sidewalk up to a maximum projection of 10 feet. (C) At all levels above the area of minimum vertical clearance required by Subsection (a)(1) above, vertical decorative features, such as pilasters, columns, and window frames (including pediment and sills), with a cross-sectional area of not more than three square feet at midpoint, may project one foot horizontally. (2) Bay Windows. Notwithstanding the provisions of Subsections (c)(2)(D) and (F) of this Section, bay windows on nonresidential floors of a structure are permitted only if the width of the bay is at least two times its depth, the total width of all bays on a façade plane does not exceed ½ of the width of the façade plane, and the maximum horizontal (plan) dimensions of the bay fit within the dimensions set forth in the diagram below. 

SECTION 138.1. STREETSCAPE AND PEDESTRIAN IMPROVEMENTS.

#	PHYSICAL ELEMENT	BETTER STREETS PLAN SECTION
1	Curb ramps*	5.1
2	Marked crosswalks*	5.1
3	Pedestrian-priority signal devices and timings	5.1
4	High-visibility crosswalks	5.1
5	Special crosswalk treatments	5.1
6	Restrictions on vehicle turning movements at crosswalks	5.1
7	Removal or reduction of permanent crosswalk closures	5.1
8	Mid-block crosswalks	5.1
9	Raised crosswalks	5.1
10	Curb radius guidelines	5.2
11	Corner curb extensions or bulb-outs*	5.3
12	Extended bulb-outs	5.3
13	Mid-block bulb-outs	5.3
14	Center or side medians	5.4
15	Pedestrian refuge islands	5.4
16	Transit bulb-outs	5.5
17	Transit boarding islands	5.5
18	Flexible use of the parking lane	5.6
19	Parking lane planters	5.6
20	Chicanes	5.7
21	Traffic calming circles	5.7

#	PHYSICAL ELEMENT	BETTER STREETS PLAN SECTION
22	Modern roundabouts	5.7
23	Sidewalk or median pocket parks	5.8
24	Reuse of 'pork chops' and excess right-of-way	5.8
25	Multi-way boulevard treatments	5.8
26	Shared public ways	5.8
27	Pedestrian-only streets	5.8
28	Public stairs	5.8
29	Street trees*	6.1
30	Tree basin furnishings*	6.1
31	Sidewalk planters*	6.1
32	Above-ground landscaping	6.1
33	Stormwater management tools*	6.2
34	Street and pedestrian lighting*	6.3
35	Special paving*	6.4
36	Site furnishings*	6.5
37	Driveways	6.6

Table D.13.1 Pedestrian and Streetscape Elements per the *Better Streets Plan(2010)* standard streetscape elements marked with a *. (Requirement varies by street type: see the *Better Streets Plan.*)

(c) Required streetscape and pedestrian improvements. Development projects shall include streetscape and pedestrian improvements on all publicly accessible rights-of-way directly fronting the property as follows:

(2) Other streetscape and pedestrian elements for large projects.

(A) Application.

(i) In any district, streetscape and pedestrian elements in conformance with the Better Streets Plan shall be required, if all the following conditions are present: (1) the project is on a lot that (a) is greater than one-half acre in total area, (b) contains 250 feet of total lot frontage on one or more publicly-accessible rights-of-way, or (c) the frontage encompasses the entire block face between the nearest two intersections with any other publicly-accessible rights-of-way, and (2) the project includes (a) new construction or (b) addition of 20% or more of gross floor area to an existing building.

(ii) Project Sponsors that meet the thresholds of this Subsection shall submit a streetscape plan to the Planning Department showing the location, design, and dimensions of all existing and proposed streetscape elements in the public right-of-way directly adjacent to the fronting property, including street trees, sidewalk landscaping, street lighting, site furnishings, utilities, driveways, and curb lines, and the relation of such elements to proposed new construction and site work on the subject property.

(B) Standards.

(i) Required streetscape elements. A continuous soil-filled trench parallel to the curb shall connect all street tree basins for those street trees required under the Public Works Code. The trench may be covered only by permeable surfaces as defined in Section 102 of the Planning Code, except at required tree basins, where the soil must remain uncovered. The Director of Planning, or his or her designee, may modify or waive this requirement where a continuous trench is not possible due to the location of existing utilities, driveways, sub-sidewalk basements, or other pre-existing surface or sub-surface features.

(ii) Additional streetscape elements. The Department shall consider, but need not require, additional streetscape elements for the appropriate street type per Table D.13.1 and the Better Streets Plan, including benches, bicycle racks, curb ramps, corner curb extensions, stormwater facilities, lighting, sidewalk landscaping, special sidewalk paving, and other site furnishings, excepting crosswalks and pedestrian signals.

a. Streetscape elements shall be selected from a City-approved palette of materials and furnishings, where applicable, and shall be subject to approval by all applicable City agencies.

b. Additionally, streetscape elements shall be consistent with the overall character and materials of the district, and shall have a logical transition or termination to the sidewalk and/or roadway adjacent to the fronting property.

(iii) Sidewalk widening. The Planning Department in consultation with other agencies shall evaluate whether sufficient roadway space is available for sidewalk widening for the entirety or a portion of the fronting public right-of-way in order to meet or exceed the recommended sidewalk widths for the appropriate street type per Table D.13.2 and the Better Streets Plan and/or to provide additional space for pedestrian and streetscape amenities. If it is found that sidewalk widening is feasible and desirable, the Planning Department shall require the owner or developer to install such sidewalk widening as a condition of approval, including all associated utility re-location, drainage, and street and sidewalk paving.

(iv) Minimum sidewalk width. New publicly-accessible rights-of-way proposed as part of development projects shall meet or exceed the recommended sidewalk widths for the appropriate street type per Table D.13.2. Where a consistent front building setback of 3 feet or greater extending for at least an entire block face is provided, the recommended sidewalk width may be reduced by up to 2 feet.

	STREET TYPE (PER BETTER STREETS PLAN)	RECOMMENDED SIDEWALK WIDTH (MINIMUM REQUIRED FOR NEW STREETS)
Commercial	Downtown commercial	See Downtown Streetscape Plan
-	Commercial throughway	15'
-	Neighborhood commercial	15'
Residential	Downtown residential	15'
-	Residential throughway	15'
-	Neighborhood residential	12'
Industrial/Mixed-Use	Industrial	10'
-	Mixed-use	15'
Special	Parkway	17'
-	Park edge (multi-use path)	25'
-	Multi-way boulevard	15'
-	Ceremonial	varies
Small	Alley	9'
-	Shared public way	n/a
-	Paseo	varies

Table D.13.2 Recommended Sidewalk Widths by Street Type

(C) Review and approvals.

(i) The streetscape plan required by this section shall be submitted to the Planning Department no later than 60 days prior to any Department or Planning Commission approval action, and shall be considered for approval at the time of other project approval actions. The Planning Department may require any or all standard streetscape elements for the appropriate street type per Table 1 and the Better Streets Plan, if it finds that these improvements are necessary to meet the goals and objectives of the General Plan of the City and County of San Francisco. In making its determination about required streetscape and pedestrian elements, the Planning Department shall consult with other City agencies tasked with the design, permitting, use, and maintenance of the public right-of-way.

(ii) Final approval by the affected agencies and construction of such streetscape improvements shall be completed prior to the issuance of the first Certificate of Occupancy or temporary Certificate of Occupancy for the project, unless otherwise extended by the Zoning Administrator. Should conditions, policies, or determinations by other City agencies require a change to the streetscape plan after approval of the streetscape plan but prior to commencement of construction of the streetscape improvements, the Planning Department shall have the authority to require revision to such streetscape plan. In such case, the Zoning Administrator shall extend the timeframe for completion of such improvements by an appropriate duration as necessary.

(iii) Waiver. Any City agency tasked with the design, permitting, use, and maintenance of the public right-of-way, may waive any or all Department required improvements of the streetscape plan as described in this Subsection under that agency's jurisdiction if said agency determines that such improvement or improvements is inappropriate, interferes with utilities to an extent that makes installation financially infeasible, or would negatively affect the public welfare. Any such waiver shall be from the Director or General Manager of the affected agency, shall be in writing to the applicant and the Department, and shall specify the basis for the waiver. Waivers, if any, shall be obtained prior to commencement of construction of the streetscape improvements unless extenuating circumstances arise during the construction of said improvements. If such a waiver is granted, the Department reserves the right to impose alternative requirements that are the same as or similar to the elements in the adopted streetscape plan after consultation with the affected agency. This Subsection shall not apply to the waiver of the street tree requirement set forth in Section 138.1(c)(1).

SECTION 153. RULES FOR CALCULATION OF REQUIRED SPACES

(a) In the calculation of off-street parking, freight loading spaces, and bicycle parking spaces required under Sections 151, 152, 152.1, 155.2, 155.3 and 155.4 of this Code, the following rules shall apply:

(1) In the case of mixed uses in the same structure, on the same lot or in the same development, or more than one type of activity involved in the same use, the total requirements for off-street parking and loading spaces shall be the sum of the requirements for the various uses or activities computed separately, including fractional values.

(2) Where an initial quantity of floor area, rooms, seats or other form of measurement is exempted from off-street parking or loading requirements, such exemption shall apply only once to the aggregate of that form of measurement. If the initial exempted quantity is exceeded, for either a structure or a lot or a development, the requirement shall apply to the entire such structure, lot or development, unless the contrary is specifically stated in this Code. In combining the requirements for use categories in mixed use buildings, all exemptions for initial quantities of square footage for the uses in question shall be disregarded, excepting the exemption for the initial quantity which is the least among all the uses in question.

(3) Where a structure or use is divided by a zoning district boundary line, the requirements as to quantity of off-street parking and loading spaces shall be calculated in proportion to the amount of such structure or use located in each zoning district.

(4) Where seats are used as the form of measurement, each 22 inches of space on benches, pews and similar seating facilities shall be considered one seat.

(5) When the calculation of the required number of off-street parking or freight loading spaces results in a fractional number, a fraction of ½ or more shall be adjusted to the next higher whole number of spaces, and a fraction of less than ½ may be disregarded.

(6) In C-3, MUG, MUR, MUO, UMU, and South of Market Districts, substitution of two service vehicle spaces for each required off-street freight loading space may be made, provided that a minimum of 50 percent of the required number of spaces are provided for freight loading. Where the 50 percent allowable substitution results in a fraction, the fraction shall be disregarded.

SECTION 155.2. BICYCLE PARKING: APPLICABILITY AND REQUIREMENTS FOR SPECIFIC USES

(b) Rules for Calculating Bicycle Parking Requirements.

(1) Under no circumstances may total bicycle parking provided for any use, building, or lot constitute less than five percent of the automobile parking spaces for the subject building, as required by Section 5.106.4 of the 2013 California Green Building Standards Code (CalGreen) (California Title 24, Part 11), as amended from time to time.

(2) Calculations of bicycle parking requirements shall follow the rules of Section 153(a) of this Code.

(3) [INTENTIONALLY OMITTED]

(4) [INTENTIONALLY OMITTED]

(5) [INTENTIONALLY OMITTED]

(6) Where a project proposes to construct new Non-Residential Uses or increase the area of existing Non-Residential Uses, for which the project has not identified specific uses at the time of project approval by the Planning Department or Planning Commission, the project shall provide the amount of non-residential bicycle parking required for Retail Sales per Table 155.2 .

USE	MINIMUM NUMBER OF CLASS 1 SPACES REQUIRED	MINIMUM NUMBER OF CLASS 2 SPACES REQUIRED
RESIDENTIAL USES		
Dwelling Units (on lots with 3 units or less)	No racks required. Provide secure, weather protected space meeting dimensions set in Zoning Administrator Bulletin No. 9, one per unit, easily accessible to residents and not otherwise used for automobile parking or other purposes.	None.
Dwelling Units (including SRO Units and Student Housing that are Dwelling Units)	One Class 1 space for every Dwelling Unit. For buildings containing more than 100 Dwelling Units, 100 Class 1 spaces plus one Class 1 space for every four Dwelling Units over 100. Dwelling Units that are also considered Student Housing shall provide 50 percent more spaces than would otherwise be required.	One per 20 units. Dwelling Units that are also considered Student Housing shall provide 50 percent more spaces than would otherwise be required.
Group Housing (including SRO Units and Student Housing that are Group Housing; Homeless Shelters are exempt)	One Class 1 space for every four beds. For buildings containing over 100 beds, 25 Class 1 spaces plus one Class 1 space for every five beds over 100. Group housing that is also considered Student Housing per Section 102.36 shall provide 50 percent more spaces than would otherwise be required.	Minimum two spaces. Two Class 2 spaces for every 100 beds. Group Housing that is also considered Student Housing shall provide 50 percent more spaces than would otherwise be required.
Senior Housing or Dwelling Units dedicated to persons with physical disabilities	One Class 1 space for every 10 units or beds, whichever is applicable.	Minimum two spaces. Two Class 2 spaces for every 50 units or beds, whichever is applicable.
NON-RESIDENTIAL USES		
Agricultural Uses Category		
Agricultural Uses	One Class 1 space for every 40,000 square feet.	None.
Automotive Uses Category		
Automotive Uses not listed below	One class 1 space for every 12,000 square feet of Occupied Floor Area, except not less than two Class 1 spaces for any use larger than 5,000 occupied square feet.	Minimum of two spaces. Four Class 2 spaces for any use larger than 50,000 occupied square feet.
Private Parking Garage or Lot, Public Parking Garage or Lot, Vehicle Storage Garage or Lot	None are required. However, if Class 1 spaces that can be rented on an hourly basis are provided, they may count toward the garage's requirement for Class 2 spaces.	One Class 2 space for every 20 car spaces, except in no case less than six Class 2 spaces.
Entertainment, Arts and Recreation Uses Category		
Entertainment, Arts and Recreation Uses not listed below	Five Class 1 spaces for facilities with a capacity of less than 500 guests; 10 Class 1 spaces for facilities with capacity of greater than 500 guests.	One Class 2 space for every 500 seats or for every portion of each 50 person capacity.
Arts Activities	Minimum two spaces or one Class 1 space for every 5,000 square feet of Occupied Floor Area.	Minimum two spaces or one Class 2 space for every 2,500 square feet of publicly accessible or exhibition space.

USE	MINIMUM NUMBER OF CLASS 1 SPACES REQUIRED	MINIMUM NUMBER OF CLASS 2 SPACES REQUIRED
Sports Stadium, Arena, Amphitheater, or other venue of public gathering with a capacity of greater than 2,000 people	One Class 1 space for every 20 Employees during events.	Five percent of venue capacity excluding Employees. A portion of these must be provided in Attended Facilities as described in Section 155.1(b)(3).
Industrial Uses Category		
Industrial Uses	One Class 1 space for every 12,000 square feet of Occupied Floor Area, except not less than two Class 1 spaces for any use larger than 5,000 occupied square feet.	Minimum of two spaces. Four Class 2 spaces for any use larger than 50,000 occupied square feet.
Institutional Uses Category		
Child Care Facility	Minimum two spaces or one space for every 20 children.	One Class 2 space for every 20 children.
Community Facility, Private Community Facility, Public Facility	Minimum two spaces or one Class 1 space for every 5,000 square feet of Occupied Floor Area.	Minimum two spaces or one Class 2 space for every 2,500 occupied square feet of publicly-accessible or exhibition area.
Hospital	One Class 1 space for every 15,000 square feet of Occupied Floor Area.	One Class 2 space for every 30,000 square feet of Occupied Floor Area, but no less than four located near each public pedestrian entrance.
Medical Cannabis Dispensary	One Class 1 space for every 7,500 square feet of Occupied Floor Area.	Minimum two spaces. One Class 2 space for every 2,500 square feet of Occupied Floor Area. For uses larger than 50,000 occupied gross square feet, 10 Class 2 spaces plus one Class 2 space for every additional 10,000 occupied square feet.
Philanthropic Administrative Service, Social Service or Philanthropic Facility	One Class 1 space for every 5,000 square feet of Occupied Floor Area.	Minimum two spaces for any use greater than 5,000 square feet of Occupied Floor Area, and one Class 2 space for each additional 50,000 occupied square feet.
Post-Secondary Educational Institution or Trade School	One Class 1 space for every 20,000 square feet of Occupied Floor Area.	Minimum two spaces. One Class 2 space for every 10,000 square feet of Occupied Floor Area.
Religious Facility	Five Class 1 spaces for facilities with a capacity of less than 500 guests; 10 Class 1 spaces for facilities with a capacity of greater than 500 guests.	One Class 2 space for every 500 seats or for every portion of each 50 person capacity.
Residential Care Facility	None required.	Minimum two spaces. Two Class 2 spaces for every 50 units or beds, whichever is applicable.
School	Four Class 1 spaces for every classroom.	One Class 2 space for every classroom.

USE	MINIMUM NUMBER OF CLASS 1 SPACES REQUIRED	MINIMUM NUMBER OF CLASS 2 SPACES REQUIRED
Sales and Services Use Category		
Retail Sales and Services Uses not listed below	One Class 1 space for every 7,500 square feet of Occupied Floor Area.	Minimum two spaces. One Class 2 space for every 2,500 sq. ft. of Occupied Floor Area. For uses larger than 50,000 occupied square feet, 10 Class 2 spaces plus one Class 2 space for every additional 10,000 occupied square feet.
Eating and Drinking Uses, Personal Services, Financial Services	One Class 1 space for every 7,500 square feet of Occupied Floor Area.	Minimum two spaces. One Class 2 space for every 750 square feet of Occupied Floor Area.
Health Service	One Class 1 space for every 5,000 square feet of Occupied Floor Area.	One Class 2 space for every 15,000 square feet of Occupied Floor Area, but no less than four located near each public pedestrian entrance.
Hotel, Motel	One Class 1 space for every 30 rooms.	Minimum two spaces. One Class 2 space for every 30 rooms -plus- One Class 2 space for every 5,000 square feet of Occupied Floor Area of conference, meeting or function rooms.
Mortuary	None.	None.
Retail space devoted to the handling of bulky merchandise such as motor vehicles, machinery or furniture, excluding grocery stores	Minimum two spaces. One Class 1 space for every 15,000 square feet of Occupied Floor Area.	Minimum two spaces. One Class 2 space for every 10,000 square feet of Occupied Floor Area.
Self-Storage	One Class 1 space for every 40,000 square feet.	None.
Trade Shop, Retail Greenhouse or Nursery	One Class 1 space for every 12,000 square feet of Occupied Floor Area, except not less than two Class 1 spaces for any use larger than 5,000 occupied square feet.	Minimum of two spaces. Four Class 2 spaces for any use larger than 50,000 occupied square feet.
Non-Retail Sales and Services not listed below	One Class 1 space for every 12,000 square feet of Occupied Floor Area, except not less than two Class 1 spaces for any use larger than 5,000 occupied square feet.	Minimum of two spaces. Four Class 2 spaces for any use larger than 50,000 gross square feet.
Commercial Storage, Wholesale Storage	One Class 1 space for every 40,000 square feet of Occupied Floor Area.	None.
Office	One Class 1 space for every 5,000 square feet of Occupied Floor Area.	Minimum two spaces for any Office Use greater than 5,000 square feet of Occupied Floor Area, and one Class 2 space for each additional 50,000 occupied square feet.
Utility and Infrastructure Uses Category		
Utility and Infrastructure Uses non listed below	None required.	None required.

SECTION 155.4. REQUIREMENTS FOR SHOWER FACILITIES AND LOCKERS

(c) Requirements.

USES	MINIMUM SHOWER FACILITY AND LOCKERS REQUIRED
Entertainment, Arts and Recreation Uses; Industrial Uses; Institutional Uses; Non-Retail Sales and Services Uses; Utility and Infrastructure Uses; Small Enterprise Workspace; and Trade Shop	- One shower and six clothes lockers where the Occupied Floor Area exceeds 10,000 square feet but is no greater than 20,000 square feet,
	- Two showers and 12 clothes lockers where the Occupied Floor Area exceeds 20,000 square feet but is no greater than 50,000 square feet,
	- Four showers and 24 clothes lockers are required where the Occupied Floor Area exceeds 50,000 square feet.
Retail Sales and Services Uses, except as listed above	- One shower and six clothes lockers where the Occupied Floor Area exceeds 25,000 square feet but is no greater than 50,000 square feet,
	- Two showers and 12 clothes lockers where the Occupied Floor Area exceeds 50,000 square feet.

SECTION 166. CAR SHARING

(a) Findings. The Board hereby finds and declares as follows: One of the challenges posed by new development is the increased number of privately-owned automobiles it brings to San Francisco's congested neighborhoods. Growth in the number of privately-owned automobiles increases demands on the City's limited parking supply and often contributes to increased traffic congestion, transit delays, pollution and noise. Car-sharing can mitigate the negative impacts of new development by reducing the rate of individual car-ownership per household, the average number of vehicle miles driven per household and the total amount of automobile-generated pollution per household. Accordingly, car-sharing services should be supported through the Planning Code when a car-sharing organization can demonstrate that it reduces:

(1) the number of individually-owned automobiles per household;

(2) vehicle miles traveled per household; and

(3) vehicle emissions generated per household.

(b) Definitions. For purposes of this Code, the following definitions shall apply:

(1) A "car-share service" is a mobility enhancement service that provides an integrated citywide network of neighborhood-based motor vehicles available only to members by reservation on an hourly basis, or in smaller intervals, and at variable rates. Car-sharing is designed to complement existing transit and bicycle transportation systems by providing a practical alternative to private motor vehicle ownership, with the goal of reducing over-dependency on individually owned motor vehicles. Car-share vehicles must be located at unstaffed, self-service locations (other than any incidental garage valet service), and generally be available for pick-up by members 24 hours per day. A car-share service shall provide automobile insurance for its members when using car-share vehicles and shall assume responsibility for maintaining car-share vehicles.

(2) A "certified car-share organization" is any public or private entity that provides a membership-based car-share service to the public and manages, maintains and insures motor vehicles for shared use by individual and group members. To qualify as a certified car-share organization, a car-share organization shall submit a written report prepared by an independent third party academic institution or transportation consulting firm that clearly demonstrates, based on a statistically significant analysis of quantitative data, that such car-sharing service has achieved two or more of the following environmental performance goals in any market where they have operated for at least two years: (A) lower household automobile ownership among members than the market area's general population; (B) lower annual vehicle miles traveled per member household than the market area's general population; (C) lower annual vehicle emissions per member household than the market area's general population; and (D) higher rates of transit usage, walking, bicycling and other non-automobile modes of transportation usage for commute trips among members than the market area's general population. This report shall be called a Car-sharing Certification Study and shall be reviewed by Planning Department staff for accuracy and made available to the public upon request. The Zoning Administrator shall only approve certification of a car-share organization if the Planning Department concludes that the Certification Study is technically accurate and clearly demonstrates that the car-share organization has achieved two or more of the above environmental performance goals during a two-year period of operation. The Zoning Administrator shall establish specific quantifiable performance thresholds, as appropriate, for each of the three environmental performance goals set forth in this subsection.

(3) The Planning Department shall maintain a list of certified car-share organizations that the Zoning Administrator has determined satisfy the minimum environmental performance criteria set forth in subsection 166(b)(2) above. Any car-share organization seeking to benefit from any of the provisions of this Code must be listed as a certified car-share organization.

(4) An "off-street car-share parking space" is any parking space generally complying with the standards set forth for the district in which it is located and dedicated for current or future use by any car-share organization through a deed restriction, condition of approval or license agreement. Such deed restriction, condition of approval or license agreement must grant priority use to any certified car-share organization that can make use of the space, although such spaces may be occupied by other vehicles so long as no certified car-share organization can make use of the dedicated car-share spaces. Any off-street car-share parking space provided under this Section must be provided as an independently accessible parking space. In new parking facilities that do not

provide any independently accessible spaces other than those spaces required for disabled parking, off-street car-share parking may be provided on vehicle lifts so long as the parking space is easily accessible on a self-service basis 24 hours per day to members of the certified car-share organization. Property owners may enact reasonable security measures to ensure such 24-hour access does not jeopardize the safety and security of the larger parking facility where the car-share parking space is located so long as such security measures do not prevent practical and ready access to the off-street car-share parking spaces.

(5) A "car-share vehicle" is a vehicle provided by a certified car-share organization for the purpose of providing a car-share-service.

(6) A "property owner" refers to the owner of a property at the time of project approval and its successors and assigns.

(c) Generally Permitted. Car-share spaces shall be generally permitted in the same manner as residential accessory parking. Any residential or commercial parking space may be voluntarily converted to a car-share space.

(d) Requirements for Provision of Car-Share Parking Spaces.

(1) Amount of Required Spaces. In newly constructed buildings containing residential uses or existing buildings being converted to residential uses, if parking is provided, car-share parking spaces shall be provided in the amount specified in Table 166. In newly constructed buildings containing parking for non-residential uses, including non-accessory parking in a garage or lot, car-share parking spaces shall be provided in the amount specified in Table 166.

NUMBER OF RESIDENTIAL UNITS	NUMBER OF REQUIRED CAR-SHARE PARKING SPACES
0 - 49	0
50 - 200	1
201 or more	2, plus 1 for every 200 dwelling units over 200
NUMBER OF PARKING SPACES PROVIDED FOR NON-RESIDENTIAL USES OR IN A NON-ACCESSORY PARKING FACILITY	**NUMBER OF REQUIRED CAR-SHARE PARKING SPACES**
0 - 24	0
25 - 49	1
50 or more	1, plus 1 for every 50 parking spaces over 50

Table 166: REQUIRED CAR-SHARE PARKING SPACES

(2) Availability of Car-Share Spaces. The required car-share spaces shall be made available, at no cost, to a certified car-share organization for purposes of providing car-share services for its car-share service subscribers. At the election of the property owner, the car-share spaces may be provided

(A) on the building site, or

(B) on another off-street site within 800 feet of the building site.

(3) Off-Street Spaces. If the car-share space or spaces are located on the building site or another off-street site:

(A) The parking areas of the building shall be designed in a manner that will make the car-share parking spaces accessible to non-resident subscribers from outside the building as well as building residents;

(B) Prior to Planning Department approval of the first building or site permit for a building subject to the car-share requirement, a Notice of Special Restriction on the property shall be recorded indicating the nature of requirements of this Section and identifying the minimum number and location of the required car-share parking spaces. The form of the notice and the location or locations of the car-share parking spaces shall be approved by the Planning Department;

(C) All required car-share parking spaces shall be constructed and provided at no cost concurrently with the construction and sale of units; and

(D) if it is demonstrated to the satisfaction of the Planning Department that no certified car-share organization can make use of the dedicated car-share parking spaces, the spaces may be occupied by non-car-share vehicles; provided, however, that upon ninety (90) days of advance written notice to the property owner from a certified car-sharing organization, the property owner shall terminate any non car-sharing leases for such spaces and shall make the spaces available to the car-share organization for its use of such spaces.

(e) Substitution for Required Parking. Provision of a required car-share parking space shall satisfy or may substitute for any required residential parking; however, such space shall not be counted against the maximum number of parking spaces allowed by this Code as a principal use, an accessory use, or a conditional use.

(f) List of Car-Share Projects. The Planning Department shall maintain a publicly-accessible list, updated quarterly, of all projects approved with required off-street car-share parking spaces. The list shall contain the Assessor's Block and Lot number, address, number of required off-street car-share parking spaces, project sponsor or property owner contact information and other pertinent information, as determined by the Zoning Administrator.

(g) Optional Car-Share Spaces.

(1) Amount of Optional Spaces. In addition to any permitted or required parking that may apply to the project, the property owner may elect to provide additional car-share parking spaces in the maximum amount specified in Table 166A; provided, however, that the optional car-share parking spaces authorized by this subsection (g) are not permitted for a project that receives a Conditional Use authorization to increase parking. Additional car-share parking spaces shall be allowed beyond the maximum amount specified in Table 166A, to the extent needed, when such additional car-share parking spaces are part of a Development Project's compliance with the Transportation Demand Management Program set forth in Section 169 of the Planning Code.

NUMBER OF RESIDENTIAL UNITS	MAXIMUM NUMBER OF OPTIONAL CAR-SHARE PARKING SPACES
10- 24	2
25 - 49	3
50 or more	5
AMOUNT OF SQUARE FOOTAGE FOR NON-RESIDENTIAL USES	**MAXIMUM NUMBER OF OPTIONAL CAR-SHARE PARKING SPACES**
5,000 - 9,999 sq. ft.	2
10,000 - 19,999 sq. ft.	3
20,000 or more sq. ft.	5

Table 166A: OPTIONAL CAR-SHARE PARKING SPACES

The optional car-share spaces shall not be counted against the maximum number of parking spaces allowed by this Code as a principal use, an accessory use, or a conditional use.

(2) Requirements for Optional Car-Share Spaces. All car-share spaces are subject to the following:

(A) They shall meet the provisions of this Section 166.

(B) The car-share parking spaces shall be deed-restricted and dedicated for car-sharing, and must be offered and maintained in perpetuity.

(C) At project entitlement, the property owner must submit a letter of intent from a certified car-share organization that articulates the car-share organization's intent to occupy the requested car-share spaces under this Subsection (g).

(D) Use of the car-share vehicles shall not be limited to residents of the building.

(E) If an additional car-share space is built, and a certified car-share organization chooses not to place vehicles in that space, the owner of the project may not sell, rent, or otherwise earn fees on the space but may use it for (i) bicycle parking, or (ii) permitted storage and other permitted uses but not for parking of any motorized vehicle; provided, however, that upon ninety (90) days of advance written notice to the property owner from a certified car-sharing organization, the property owner shall terminate any non car-sharing use for such space and shall make the space available to the car-share organization for its use of such space.

(F) A sign shall be placed above or next to each car-share parking space stating that the parking space is for car-sharing and cannot be used for private automobile parking. The sign shall meet the Department's design specifications and shall include the name and contact information of a person to call for enforcement of this requirement and such other information as the Department requires. An informational plaque shall also be placed on the outside of the building location, which shall meet the design, location and information requirements established by the Department.

(3) Existing Car-Share Spaces Located on Gas Stations Sites and Surface Parking Lots. If the number of car-share spaces located on a gas station, surface parking lot, or other similar site for at least one year exceeds the total number of required and/or optional car-share parking spaces as provided for under Table 166 and Table 166A, the developer may retain those car-share spaces if the site is redeveloped without reducing the permitted levels of private parking; provided, however, that a property owner cannot seek additional optional car-share parking spaces per Table 166A.

SEC. 181. NONCONFORMING USES: ENLARGEMENTS, ALTERATIONS AND RECONSTRUCTION.

The following provisions shall apply to nonconforming uses with respect to enlargements, alterations and reconstruction:

(a) Increases in Nonconformity. A nonconforming use, and any structure occupied by such use, shall not be enlarged, intensified, extended, or moved to another location, with the exception of the construction of a mezzanine within a Live/Work Unit and expansion of Dwelling Units in PDR Districts, unless the result will be elimination of the nonconforming use, except as provided below and in Section 186.1 of this Code. A nonconforming use shall not be extended to occupy additional space in a structure, or additional land outside a structure, or space in another structure, or to displace any other use, except as provided in Sections 182 and 186.1 of this Code.

(b) Permitted Alterations. A structure occupied by a nonconforming use shall not be constructed, reconstructed or altered, unless the result will be elimination of the nonconforming use, except as provided in Section 186.1 of this Code and in Subsections (a) above and (d), (e), (f), (g), (h) and (i) below, and except as follows:

(1) Ordinary maintenance and minor repairs shall be permitted where necessary to keep the structure in sound condition, as well as minor alterations, where such work is limited to replacement of existing materials with similar materials placed in a similar manner.

(2) Minor alterations shall be permitted where ordered by an appropriate public official to correct immediate hazards to health or safety, or to carry out newly enacted retroactive requirements essential to health or safety.

(3) Alterations otherwise allowed by this Code shall be permitted for any portion of the structure that will not thereafter be occupied by the nonconforming use, provided the nonconforming use is not enlarged, intensified, extended, or moved to another location.

(4) All other alterations of a structural nature shall be permitted only to the extent that the aggregate total cost of such other structural alterations, as estimated by the Department of Building Inspection, is less than ½ of the assessed valuation of the improvements prior to the first such alteration, except that structural alterations required to reinforce the structure to meet the standards for seismic loads and forces of the Building Code shall be permitted without regard to cost.

(c) Dwellings Nonconforming as to Density. N/A

(d) Structures Damaged or Destroyed by Calamity. Notwithstanding the foregoing provisions of this Section 181, a structure occupied by a nonconforming use that is damaged or destroyed by fire, or other calamity, or by Act of God, or by the public enemy, may be restored to its former condition and use; provided that such restoration is permitted by the Building Code, and is started within eighteen months and diligently prosecuted to completion. The age of such a structure for the purposes of Sections 184 and 185 shall nevertheless be computed from the date of the original construction of the structure. Except as provided in Subsection (e) below, no structure occupied by a nonconforming use that is voluntarily razed or required by law to be razed by the owner thereof may thereafter be restored except in full conformity with the use limitations of this Code.

For purposes of this Subsection (d), "started within eighteen months" shall mean that within eighteen months of the fire or other calamity or Act of God, the structure's owner shall have filed a building permit application to restore the structure to its former condition and use.

(e) Unreinforced Masonry Buildings. In order that major life safety hazards in structures may be eliminated as expeditiously as possible, a structure containing nonconforming uses and constructed of unreinforced masonry that is inconsistent with the requirements of the UMB Seismic Retrofit Ordinance, Ordinance No. 227-92, may be demolished and reconstructed with the same nonconforming use or a use as permitted by Planning Code Section 182; provided that:

(1) there is no increase in any nonconformity, or any new nonconformity, with respect to the use limitations of this Code;

(2) the current requirements of the Building Code, the Housing Code and other applicable portions of the Municipal Code are met; and

(3) such restoration or reconstruction is started within one year after razing or other demolition work on the structure and diligently prosecuted to completion.

(f) Nighttime Entertainment Uses in Certain Mixed-Use Districts. N/A

(g) Automotive Sales and Service Signs in the Automotive Special Use District. N/A

(h) Dwellings in PDR and M-2 Districts. N/A

(i) Nonconforming Non-Residential Uses in the Eastern Neighborhoods Mixed Use, PDR-1-D, and PDR-1-G Districts. N/A

SEC. 182. NONCONFORMING USES: CHANGES OF USE.

The following provisions shall apply to nonconforming uses with respect to changes of use:

(a) A nonconforming use shall not be changed or modified so as to increase the degree of nonconformity under the use limitations of this Code, with respect to the type of use or its intensity except as provided in Section 181 for Nighttime Entertainment uses within the RSD, MUG, MUR, or SLR Districts. The degree of nonconformity shall be deemed to be increased if the new or modified use is less widely permitted by the use districts of the City than the nonconforming use existing immediately prior thereto. For purposes of this Section, intensification of a Formula Retail use as defined in Section 178(c) is determined to be a change or modification that increases the degree of nonconformity of the use.

(b) Except as limited in this Subsection, a nonconforming use may be reduced in size, extent or intensity, or changed to a use that is more widely permitted by the use districts of the City than the existing use, subject to the other applicable provisions of this Code. Except as otherwise provided herein, the new use shall still be classified as a nonconforming use.

(1) Nonconforming Commercial and Industrial uses in a Residential or Residential Enclave District shall be subject to the requirements of Section 186.

(2) A nonconforming use in a Neighborhood Commercial District may be changed to another use as provided in Subsections (c) and (d) below or as provided in Section 186.1 of this Code.

(3) A nonconforming use in any South of Market Mixed Use District may not be changed to an Office, Retail, Bar, Restaurant, Nighttime Entertainment, Adult Entertainment, Hotel, Motel, inn, hostel, or Movie Theater use in any district where such use is otherwise not permitted or conditional, except as provided in Subsection (f) below.

(c) A nonconforming use may be changed to a use listed as a conditional use for the district in which the property is located, only upon approval of a Conditional Use application pursuant to the provisions of Article 3 of this Code, and the new use may thereafter be continued as a permitted conditional use, subject to the limitation of Section 178(b) of this Code.

(d) A nonconforming use may be changed to a use listed as a principal use for the district in which the property is located, subject to the other applicable provisions of this Code, and the new use may thereafter be continued as a permitted principal use.

(e) A nonconforming use may be converted to a Dwelling Unit and to two or more Dwelling Units with Conditional Use authorization, in a district where such use is principally permitted, without regard to the requirements of this Code with respect to residential density or required off-street parking, and the Zoning Administrator may provide relief from certain other standards specified in Section 307(h) through the procedures of that Section, provided the nonconforming use is eliminated by such conversion, provided further that the structure is not enlarged, extended or moved to another location, and provided further that the requirements of the Building Code, the Housing Code and other applicable portions of the Municipal Code are met.

(f) Once a nonconforming use has been changed to a principal or conditional use permitted in the district in which the property is located, or brought closer in any other manner to conformity with the use limitations of this Code, the use of the property may not thereafter be returned to its former nonconforming status, except that within any South of Market Mixed Use District, any area occupied by a nonconforming Office use that is changed to an arts, home and/or business service use falling within the definition of an Arts Activity in Section 102 or zoning categories 816.42 through 816.47 or a wholesale, storage, or light manufacturing use falling within zoning categories 816.64 through 816.67 shall be allowed to return to its former nonconforming Office use. Upon restoration of a previous nonconforming use as permitted above, any modification, enlargement, extension, or change of use, from circumstances that last lawfully existed prior to the change from office use, shall be subject to the provisions of this Article, and the restored nonconforming use shall be considered to have existed continuously since its original establishment, prior to the change to Office use, for purposes of this Article.

(g) If a nonconforming use has been wrongfully changed to another use in violation of any of the foregoing provisions, and the violation is not immediately corrected when required by the Zoning Administrator, the wrongful change shall be deemed to be a discontinuance or abandonment of the nonconforming use

under Section 183 of this Code.

(h) If a nonconforming use is a Formula Retail use in a District that prohibits Formula Retail uses, the Formula Retail use is deemed abandoned if it is discontinued for a period of 18 months or more, or otherwise abandoned. The Formula Retail use shall not be restored.

(1) Change of one nonconforming Formula Retail use to another Formula Retail use that is determined to not be an enlargement or intensification of use, as defined in Subsection 178(c), is subject to the Commission's adopted Performance-Based Design Guidelines tor Formula Retail, which may be applied and approved administratively by the Planning Department. Non-conformance with the Performance-Based Design Guidelines tor Formula Retail as required by the Department may result in termination of the nonconforming Formula Retail use.

(2) Change of one nonconforming Formula Retail use to another Formula Retail use that is determined to be an enlargement or intensification of use, as defined in Subsection 178(c), is not permitted.

SEC. 183. NONCONFORMING USES: DISCONTINUANCE AND ABANDONMENT.

(a) Discontinuance and Abandonment of a Nonconforming Use, Generally. Whenever a nonconforming use has been changed to a conforming use, or discontinued for a continuous period of three years, or whenever there is otherwise evident a clear intent on the part of the owner to abandon a nonconforming use, such use shall not after being so changed, discontinued, or abandoned be reestablished, and the use of the property thereafter shall be in conformity with the use limitations of this Code for the district in which the property is located. Where no enclosed building is involved, discontinuance of a nonconforming use for a period of six months shall constitute abandonment. Where a Massage Establishment is nonconforming for the reason that it is within 1,000 feet of another such establishment or because it is no longer permitted within the district, discontinuance for a continuous period of three months or change to a conforming use shall constitute abandonment.

(b) Discontinuance or Abandonment of a Nonconforming Formula Retail Use. Notwithstanding subsection (a) of this Section, when a nonconforming Formula Retail use has been changed to a conforming use or discontinued for a period of 18 months, or whenever there is otherwise evident a clear intent on the part of the owner to abandon a nonconforming Formula Retail use, such use shall not be reestablished after being so changed, discontinued or abandoned, and the use of the property thereafter shall be in conformity with the use limitations of this Code for the district in which the property is located.

(c) Discontinuance or Abandonment of Self-Storage Use Due to City and County Occupancy. Adoption of the Western South of Market Area Plan resulted in certain land uses, including Self-Storage, that were previously permitted no longer being permitted. The purpose of this subsection 183(c) is to establish a process by which the owner of property with a Self-Storage use that was established and is operating without the benefit of a required change of use permit may seek and obtain the required permit, lease the property to the City and County of San Francisco for a public safety-related purpose, and re-establish a legal nonconforming Self-Storage use after the City vacates the property.

(1) Legitimization of Existing Self-Storage Use; Notice and Discretionary Review of the Building Permit. In the case of a Self-Storage use that was established and has been operating without the benefit of a required change of use permit, the property owner may seek and be granted such permit notwithstanding the limitation of No. 846.48 in Table 846 of this Code, the permit application shall not be subject to the notification requirements of Section 312 or other notification requirements of this Code, and no requests for discretionary review of the building permit shall be accepted by the Planning Department or heard by the Planning Commission provided that:

(A) the permit application is filed for a property located within (i) the Service/Arts/Light Industrial Zoning District and (ii) 1,000 feet of the South Of Market Special Hall Of Justice Legal Services District; and

(B) the Zoning Administrator has determined that the existing Self-Storage use (i) has been regularly operating or functioning prior to the effective date of this subsection 183(c) and (ii) is not accessory to any other use; and

(C) prior to issuance of the building permit to legitimize the existing Self-Storage use, the property owner pays the Transit Impact Development Fee required by Planning Code Section 411et seq. in the amount that was in effect and would have been due at the time of the original establishment of the existing Self-Storage use; and

(D) the building permit to legitimize the existing Self-Storage use is issued prior to the earlier of (i) commencement of occupancy by the City for a public-safety related purpose or (ii) issuance of a building permit to establish the public safety-related use.

If the property owner has not applied for a building permit to legitimize an existing Self-Storage use and the permit is not issued as set forth in this subsection (c)(1), the Self-Storage use shall be deemed irrevocably abandoned and may not be re-established.

(2) Change of Use from a Self-Storage Use to Public Use; Notice and Discretionary Review of the Building Permit. Any building permit that is required for the City's occupancy of the property for a public-safety related purpose classified as a Public Use under Section 890.80of this Code shall not be subject to the notification requirements of Section 312 or other notification requirements of this Code, and no requests for discretionary review of the

building permit shall be accepted by the Planning Department or heard by the Planning Commission.

(3) Re-establishment of Self-Storage Use; Notice and Discretionary Review of the Building Permit. An existing nonconforming Self-Storage use or a Self-Storage use that is legitimized pursuant to subsection (c)(1), that in either case is changed to a public safety-related use due solely to occupancy by the City and County of San Francisco acting through any of its departments, shall not be considered discontinued or abandoned for purposes of subsection (a) above or any other provision of this Code and the property owner may resume use of the premises as a Self-Storage use after the City vacates the property, provided that:

(A) the City's occupancy was for a public safety-related purpose classified as a Public Use under Section 890.80 of the Planning Code;

(B) if the pre-existing Self-Storage use had been established and was operating without the required change of use permit, the property owner applied for and was granted a building permit to legitimize the pre-existing Self-Storage Use pursuant to subsection (c)(1); and

(C) the property owner resumes the pre-existing Self-Storage use within two years from the later of (i) the date the City vacated the property or (ii) the date the City's lease for the property was terminated.

The property owner shall apply for and obtain any permits required to resume the pre-existing Self-Storage use within one year from the date the City vacates the property. If the application for a permit is limited to re-establishment of the pre-existing Self-Storage use, the application shall not be subject to the notification requirements of Section 312 or other notification requirements of this Code, and no requests for discretionary review of the building permit shall be accepted by the Planning Department or heard by the Planning Commission.

(4) Extensions of Time.

(A) If a permit to resume the pre-existing Self-Storage use is issued but delayed due to an action before the Board of Appeals or other City agency, or a case in any court of competent jurisdiction, the time to resume such pre-existing use shall be extended by the amount of time final action on the permit was delayed.

(B) The Zoning Administrator may grant one or more extensions of the time within which the pre-existing Self-Storage use must be resumed if the owner or owners of the property have made a good-faith effort to comply but are unable to do so for reasons that are not within their control.

(5) Notice to Property Owner. The Planning Department shall provide written notice to the owner of record of any property that is within the scope of Section 183(c) of any proposed ordinance to substantively amend this Section 183(c) prior to a hearing thereon by the Planning Commission, provided that the property owner has sent a written request for said notice to the Zoning Administrator.

SEC. 188. NONCOMPLYING STRUCTURES: ENLARGEMENTS, ALTERATIONS AND RECONSTRUCTION.

(a) Within the limitations of this Article 1.7, and especially Sections 172 and 180 hereof, a noncomplying structure as defined in Section 180may be enlarged, altered or relocated, or undergo a change or intensification of use in conformity with the use limitations of this Code, provided that with respect to such structure there is no increase in any discrepancy, or any new discrepancy, at any level of the structure, between existing conditions on the lot and the required standards for new construction set forth in this Code, and provided the remaining requirements of this Code are met.

(b) A noncomplying structure that is damaged or destroyed by fire, or other calamity, or by Act of God, or by the public enemy, may be restored to its former condition; provided that such restoration is permitted by the Building Code, and is started within eighteen months and diligently prosecuted to completion. Except as provided in Subsection (c) below, no noncomplying structure that is voluntarily razed or required by law to be razed by the owner thereof may thereafter be restored except in full conformity with the requirements of this Code.

For purposes of this Subsection (b), "started within eighteen months" shall mean that within eighteen months of the fire or other calamity or Act of God, the structure's owner shall have filed a building permit application to restore the structure to its former condition and use.

(c) In order that major life safety hazards in noncomplying structures may be eliminated as expeditiously as possible, a noncomplying structure constructed of unreinforced masonry that is inconsistent with the requirements of the UMB Seismic Retrofit Ordinance, Ordinance No. 227-92, may be demolished and reconstructed to the same level of noncompliance; provided that:

(1) The current requirements of the Building, Housing and Fire Codes and, as applicable, Planning Code are met, provided that the Zoning Administrator may, and is hereby empowered to, permit minor modifications to Planning Code requirements (which may include permitting an increase in the building envelope or a reduction in the number of parking spaces) to the extent necessary and required to bring the replacement building up to such applicable Code requirements and to allow replacement of the demolished building with a building which contains a comparable amount of square footage or the same number of residential units as that of the demolished building. The Zoning Administrator shall provide a written determination regarding such permitted Planning Code modifications; and

(2) Such restoration or reconstruction is started within one year after razing or other demolition work on the structure and diligently prosecuted to completion.

(d) Notwithstanding Subsection (a) of this Section, a noncomplying structure as defined in Section 180, may add nonusable space. "Nonusable space" is space not used for living, sleeping, eating, cooking or working. Public corridors, mechanical space, fire stairs and similar areas, are nonusable space. The enlargement must:

(1) Facilitate the adaptive reuse or the rehabilitation of a landmark site or contributory structure within a Historic District designated under Article 10 of this Code or a significant structure or contributory structure within a Conservation District designated under Article 11 of this Code; and

(A) Be necessary to comply with Building Code, Fire Code or Planning Code requirements; or

(B) Enhance the life safety aspects of the building and/or mechanical, environmental control systems; or

(2) Be located within a C-3 District, and:

(A) Be necessary to comply with Building Code, Fire Code or Planning Code requirements; or

(B) Enhance aesthetic qualities and/or character; or

(C) Enhance the life safety aspects of the building and/or mechanical, environmental control systems; or

(D) Accommodate rooftop features exempted from height limits under Section 260(b) or as provided for under Sections 270, 271 or 272 of this Code.

(3) Application for enlargement of a non-complying structure under Subsection (d)(1) shall be considered as part of an application for a Certificate of Appropriateness under Article 10 or a Permit to Alter under Article 11 of

this Code. Any application to enlarge a noncomplying structure under Article 11 shall be considered as a major alteration under Section 1111 of the Planning Code. Application to alter a noncomplying structure not designated an Article 11 significant or contributory building under Subsection (d)(2) shall be considered under the provisions of Section 309(b) of this Code. These applications shall be subject to the following additional criteria:

(A) That the enlargement promote the health, safety and welfare of the public; and

(B) That the enlargement not cause significant shadows or wind impacts on public sidewalks and parks; and

(C) That the structure provides an appropriate transition to adjacent properties, as necessary; and

(D) That the interior block open space formed by the rear yards of abutting properties will not be adversely affected; and

(E) That the access of light and air to abutting properties will not be significantly affected; and

(F) That public view corridors not be significantly affected; and

(4) The City Planning Commission, subject to the same application procedures of Section 188(d)(3) above, may grant an exception to the Planning Code requirements rather than expansion of the structure to accommodate the Planning Code requirements. The exception of the Planning Code requirement shall be subject to the criteria below:

(A) That the exception promote the health, safety and welfare of the public; and

(B) That the exception result in an increased benefit to the public and the adjacent properties over the increase in nonconformance; and

(C) That the exception not be detrimental to either the occupants of the proposed project or to the neighborhood.

(e) Historic Movie Theater Marquees and Projecting Signs. Notwithstanding Subsection (a) of this Section, and in order that certain character-defining architectural elements of Qualified Movie Theaters be preserved and enhanced, a noncomplying Historic Movie Theater Projecting Sign, as defined in Section 602, and/or a noncomplying Historic Movie Theater Marquee, as defined in Section 602, may be preserved, rehabilitated, or restored. A noncomplying Historic Movie Theater Projecting Sign or a noncomplying Historic Movie Theater Marquee removed from a Qualified Movie Theater prior to or in absence of an application for replacement may be reconstructed.

(1) For the purposes of this Section, "Qualified Movie Theater" shall mean a building that: (A) is currently or has been used as a Movie Theater; and (B) is listed on or eligible for listing on the National Register of Historic Places or the California Register of Historical Resources, designated a City Landmark or a contributor to a City Landmark District under Article 10, or designated as a Significant or Contributory Building under Article 11.

(2) Any preservation, rehabilitation, restoration, or reconstruction permitted under this Section shall be in strict conformity with the overall design, scale, and character of the existing or previously existing Historic Movie Theater Sign or Historic Movie Theater Marquee and:

(A) For a Qualified Movie Theater that retains its Historic Movie Theater Projecting Sign and/or Historic Movie Theater Marquee, the signage features shall be limited to the following:

(i) On a Historic Movie Theater Projecting Sign, the historic name associated with a previous theater occupant;

(ii) On a Historic Movie Theater Marquee, the historic name associated with a previous theater occupant and, where applicable, on the signboard, other information that is an Identifying Sign, as defined in Section 602, provided such information shall be contained within the signboard, shall not consist of any logos, and shall be in the character of lettering historically found on Movie Theater signboards in terms of size, font, and detail.

(B) For a Qualified Movie Theater where the Historic Movie Theater Projecting Sign and/or Historic Movie Theater Marquee has been removed and is proposed to be reconstructed, the overall design and signage features shall be limited to the following:

(i) On a Historic Movie Theater Projecting Sign, the historic name associated with a previous theater occupant;

(ii) On a Historic Movie Theater Marquee, the historic name associated with a previous theater occupant and, where applicable, on the signboard, other information that is an Identifying Sign, as defined in Section 602, provided such information shall be contained within the signboard, shall not consist of any logos, and shall be in the character of lettering historically found on Movie Theater signboards in terms of size, font, and detail.

(C) Any application to reconstruct shall include evidence of the dimensions, scale, materials, placement, and features of the previously existing Historic Movie Theater Projecting Sign and/or Historic Movie Theater Marquee, as well as any other information required by the Zoning Administrator.

(D) General advertising signs shall not be permitted on either a Historic Movie Theater Projecting Sign or a Historic Movie Theater Marquee.

(f) Notwithstanding Subsection (a) of this Section 188, a secondary structure that is noncomplying with respect to the maximum floor area ratio limit may be removed, in whole or in part, and reconstructed pursuant to the criteria below. For purposes of this Subsection (f), a secondary structure means a structure located on a lot with two or more structures that has no more than one-quarter of the gross floor area of the primary structure on the lot.

(1) The proposed removal and reconstruction shall:

(A) Be located within a C-3-R District on Block 295, Lot 16;

(B) Promote and enhance the C-3-R District as a retail destination;

(C) Result in an increased benefit to the public and the adjacent properties;

(D) Enhance the aesthetic qualities and/or character of the lot;

(E) Result in a net decrease of gross floor area of all structures on the subject property;

(F) Result in a structure that more closely conforms to the floor area ratio limit;

(G) Not result in an adverse impact to a historic resource;

(H) Not cause significant shadows or wind impacts on public sidewalks or parks;

(I) Not obstruct significant public view corridors; and

(J) Not significantly impair light and air to abutting properties.

(2) An application for removal and reconstruction of a non-complying secondary structure shall be considered under the provisions of Section 309(b) of this Code.

(g) Notwithstanding subsection (a) of this Section 188, Terrace Infill, defined as floor area or building volume located within an existing terrace that is already framed by no less than one wall, may be permitted to be enclosed on a noncomplying structure, as defined in Planning Code Section 180, notwithstanding otherwise applicable height, floor area ratio and bulk limits, where the noncomplying structure is designated as a Significant Building under Article 11 of this Code and is located on Assessor's Block 0316. An application for Terrace Infill shall be considered a Major Alteration under Section 1111.1 of this Code and shall be subject to the applicable provisions of Article 11 of this Code, including but not limited to the requirement to apply for and procure a Permit to Alter. As part of the Historic Preservation Commission's consideration of such application, in addition to other requirements set forth in this Code, the facts presented must establish that the Terrace Infill (1) would not be visible from the primary building frontage, and (2) would not exceed 1,500 net new square feet per building. Unless the Board of Supervisors adopts an ordinance extending the term of this Subsection 188(g), it shall expire by operation of law on January 31, 2019. After that date, the City Attorney shall cause this Subsection 188(g) to be removed from the Planning Code.

SECTION 205.1. TEMPORARY USES: SIXTY-DAY LIMIT

A temporary use may be authorized for a period not to exceed 60 days for any of the following uses:

(a) Neighborhood carnival, exhibition, celebration or festival sponsored by an organized group of residents in the vicinity or, in Neighborhood Commercial, Mixed Use, PDR, C, or M Districts, sponsored by property owners or businesses in the vicinity;

(b) Booth for charitable, patriotic or welfare purposes;

(c) Open air sale of agriculturally produced seasonal decorations, including, but not necessarily limited to, Christmas trees and Halloween pumpkins

SECTION 205.2. TEMPORARY USES: ONE- OR TWO-YEAR LIMIT

A temporary use may be authorized for a period not to exceed two years for any of the following uses:

(a) Temporary structures and uses incidental to the construction of a group of buildings on the same or adjacent premises;

(b) Rental or sales office incidental to a new residential development, not including the conduct of a general real estate business, provided that it be located within the development, and in a temporary structure or part of a dwelling. A temporary use may be authorized for a period not to exceed one year (including any extensions) for the following year.

(c) In any M-1 or M-2 District, an Automobile Wrecking use as defined in Section 102 of this Code, provided if the operation would be a conditional use in the district in question, that the Zoning Administrator determines the operation will meet within 90 days of commencing operation all conditions applicable to such use in that district.

(d) Temporary Wireless Telecommunications Services (WTS) Facilities for a period of up to one year if the following requirements are met:

(1) the Zoning Administrator determines that the Temporary WTS Facility shall be sited and constructed so as to:

(A) avoid proximity to residential dwellings to the maximum extent feasible;

(B) comply with the provisions of Article 29 of the Police Code;

(C) be no taller than needed;

(D) be screened to the maximum extent feasible; and

(E) be erected for no longer than reasonably required.

(2) Permits in excess of 90 days for Temporary WTS Facilities operated for commercial purposes shall be subject to Section 311 and 312 of this Code, where applicable.

(3) The Planning Department may require, where appropriate, notices along street frontages abutting the location of the Temporary WTS Facility indicating the nature of the facility and the duration of the permit.

(e) Temporary Cannabis Retail Use for a period of up to one year, as provided by Section 191, to be authorized no earlier than January 1, 2018 and to expire on January 1, 2019.

SECTION 205.3. TEMPORARY USES: TWENTY-FOUR-HOUR LIMIT

Within the PDR, C, M, Neighborhood Commercial, or Mixed Use Districts, a temporary use may be authorized for a period not to exceed 24 hours per event once a month for up to 12 events per year per premises for any of the following uses:

(a) A performance, exhibition, dance, celebration or festival requiring a liquor license, entertainment police permit and/or other City permit when sponsored by an organized group of residents and/or business operators in the neighborhood; or

(b) A performance, dance or party requiring a liquor license, entertainment and/or other City permit, an art exhibit, or other similar exhibition in each case if sponsored by a residential or commercial tenant or group of tenants or owner-occupants of the property or structure in which the temporary use is authorized.

When multiple events are proposed within the allowable annual time limit and City permits are to be issued to a particular applicant and premises, only one permit need be granted per annual time period.

SECTION 205.4. TEMPORARY USES: INTERMITTENT ACTIVITIES

An intermittent activity is an outdoor use which, while occasional, occurs with some routine or regularity. Intermittent activities include, but are not limited to, the following uses: mobile food facilities, farmers markets, and open-air craft markets. Such uses typically require additional authorization(s) from other City Departments. An intermittent activity may be authorized as a temporary use for a period not to exceed one year.

(a) In all Districts other than RH, RM, RED, and RTO Districts an intermittent activity is permissible if it satisfies all of the following conditions:

(1) It shall not be located within a Building as defined in Section 102 of this Code.

(2) It shall not be located on the property for more than either: (i) 6 calendar days for longer than 12 hours per day in any 7-day period; or (ii) 3 calendar days for longer than 24 hours per day in any 7-day period. At the time of application, the applicant shall designate in writing which of the foregoing options shall apply to the activity. No changes shall be made during the authorization period without first filing a new application.

(A) The time periods referenced in Subsection (a)(2) each constitute complete calendar days and apply without regard to whether the activity is open to the public or whether the activity is located on the subject property for consecutive days.

(B) Days of unused authorization cannot be stored or credited, and any portion of a day that the intermittent activity is located at the subject property shall count toward the 12-hour or the 24-hour limit of Subsection (a)(2).

(C) This Subsection (a)(2) shall not apply to any Mobile Food Facility located within a Public (P) District that together with any directly adjoining P District(s) contains more than one acre.

(3) It shall be open for business only during the hours of operation permitted as a principal use for the District in which it is located, if any such hourly limits exist.

(4) If located in a District that is subject to any of the neighborhood notification requirements as set forth in Section 312 of this Code, notification pursuant to Section 312 shall be required as follows:

(A) Notification shall be required if the vending space, as defined below, would exceed 300 square feet.

(B) Notification shall be required if any portion of the vending space would be located within 50 feet of an RH, RM, RED, or RTO District. Distances to RH, RM, RED, and RTO Districts shall be measured from the extreme perimeter of any vending space to the nearest property line of any parcel which is partially or wholly so zoned.

(C) For purposes of this Section, "Vending Space" shall be defined as the entire area within a single rectangular perimeter formed by extending lines around the extreme limits of all carts, vehicles, tables, chairs, or other equipment associated with all intermittent activities located on the parcel.

(D) Notwithstanding Subsections (4)(A) and (B) above, and in order to eliminate redundant notification, notification shall not be required for the resumption of an intermittent activity or the extension of time for an intermittent activity when all of the following criteria are met: (i) an intermittent activity is currently authorized on the property or has been authorized on the property within the 12 months immediately preceding the filing of an application for resumption or extension; (ii) the existing or recent intermittent activity lawfully exceeds or exceeded the thresholds of Subsections (4)(A) and/or (B), above, and was the subject of neighborhood notice under Section 312 at the time of its establishment; and (iii) the intermittent activity would not further exceed the thresholds of Subsections (4)(A) and/or (B), above.

(b) An intermittent activity is allowed in a RH, RM, RED, and RTO District only if it: (1) satisfies all the conditions set forth in Subsection (a); and (2) is located on a parcel that contains or is part of a Hospital, as defined in Section 102 or a Post-Secondary Educational Institution, as defined in Section 102. An intermittent activity authorized under this Subsection shall not operate between the hours of 10:00 p.m. to 7:00 a.m.

SECTION 260. HEIGHT LIMITS: MEASUREMENT

(b) Exemptions. In addition to other height exceptions permitted by this Code, the features listed in this subsection (b) shall be exempt from the height limits established by this Code, in an amount up to but not exceeding that which is specified.

(1) The following features shall be exempt provided the limitations indicated for each are observed; and provided further that the sum of the horizontal areas of all features listed in this subsection (b)(1) shall not exceed 20% of the horizontal area of the roof above which they are situated, or, in C-3 Districts and in the Rincon Hill Downtown Residential District, where the top of the building has been separated into a number of stepped elements to reduce the bulk of the upper tower, of the total of all roof areas of the upper towers; and provided further that in any R, RC-3, or RC-4 District the sum of the horizontal areas of all such features located within the first 10 feet of depth of the building, as measured from the front wall of the building, shall not exceed 20% of the horizontal area of the roof in such first 10 feet of depth.

As an alternative, the sum of the horizontal areas of all features listed in this subsection (b)(1) may be equal to but not exceed 20% of the horizontal area permitted for buildings and structures under any bulk limitations in Section 270 of this Code applicable to the subject property.

Any such sum of 20% heretofore described may be increased to 30% by unroofed screening designed either to obscure the features listed under (A) and (B) below or to provide a more balanced and graceful silhouette for the top of the building or structure.

(A) Mechanical equipment and appurtenances necessary to the operation or maintenance of the building or structure itself, including chimneys, ventilators, plumbing vent stacks, cooling towers, water tanks, panels or devices for the collection of solar or wind energy, and window-washing equipment, together with visual screening for any such features. This exemption shall be limited to the top 10 feet of such features where the height limit is 65 feet or less, and the top 16 feet of such features where the height limit is more than 65 feet.

(B) Elevator, stair and mechanical penthouses, fire towers, skylights and dormer windows. This exemption shall be limited to the top 10 feet of such features where the height limit is 65 feet or less, and the top 16 feet of such features where the height limit is more than 65 feet. However, for elevator penthouses, the exemption shall be limited to the top 16 feet and limited to the footprint of the elevator shaft, regardless of the height limit of the building. The design of all elevator penthouses in Residential Districts shall be consistent with the "Residential Design Guidelines" as adopted and periodically amended for specific areas or conditions by the City Planning Commission.

The Zoning Administrator may, after conducting a public hearing, grant a further height exemption for an elevator penthouse for a building with a height limit of more than 65 feet but only to the extent that the Zoning Administrator determines that such an exemption is required to meet state or federal laws or regulations. All requests for height exemptions for elevator penthouses located in Residential or Neighborhood Commercial Districts shall be subject to the neighborhood notification requirements of Sections 311 and 312 of this Code.

(C) Stage and scenery lofts.

(D) Ornamental and symbolic features of public and religious buildings and structures, including towers, spires, cupolas, belfries and domes, where such features are not used for human occupancy.

(E) In any C-3 District, enclosed space related to the recreational use of the roof, not to exceed 16 feet in height.

(F) Rooftop enclosures and screening for features listed in subsections (b)(1)(A) and (B) above that add additional building volume in any C-3 District except as otherwise allowed in the S-2 Bulk district according to subsection (M) below, Eastern Neighborhoods Mixed Use Districts, or South of Market Mixed Use District. The rooftop enclosure or screen creating the added volume:

(i) shall not be subject to the percentage coverage limitations otherwise applicable to this Section 260(b) but shall meet the requirements of Section 141;

(ii) shall not exceed 20 feet in height, measured as provided in

subsection (a) above;

(iii) may have a volume, measured in cubic feet, not to exceed three-fourths of the horizontal area of all upper tower roof areas multiplied by the maximum permitted height of the enclosure or screen;

(iv) shall not be permitted within the setbacks required by Sections 132.1, 132.2, and 132.3;

(v) shall not be permitted within any setback required to meet the sun access plane requirements of Section 146; and

(vi) shall not be permitted within any setback required by Section 261.1.

(G) In any C-3 District except as otherwise allowed in the S-2 Bulk district according to subsection (M) below, vertical extensions to buildings, such as spires, which enhance the visual appearance of the structure and are not used for human occupancy may be allowed, pursuant to the provisions of Section 309, up to 75 feet above the height otherwise allowed. The extension shall not be subject to the percentage coverage limitations otherwise applicable to this subsection, provided that the extension is less than 100 square feet in cross-section and 18 feet in diagonal dimension.

(H) In the Rincon Hill Downtown Residential District, enclosed space related to the recreational use of the roof, not to exceed 16 feet in height.

(I) In the Rincon Hill Downtown Residential District, additional building volume used to enclose or screen from view the features listed under Subsections (b)(1)(A) and (b)(1)(B) above. The rooftop form created by the added volume shall not be subject to the percentage coverage limitations otherwise applicable to this subsection but shall meet the requirements of Section 141, shall not exceed 10 percent of the total height of any building taller than 105 feet, shall have a horizontal area not more than 85 percent of the total area of the highest occupied floor, and shall contain no space for human occupancy. The features described in (b)(1)(B) shall not be limited to 16 feet for buildings taller than 160 feet, but shall be limited by the permissible height of any additional rooftop volume allowed by this Subsection.

(J) In the Van Ness Special Use District, additional building volume used to enclose or screen from view the features listed under Subsections (b)(1)(A) and (b)(1)(B) above and to provide additional visual interest to the roof of the structure. The rooftop form created by the added volume shall not be subject to the percentage coverage limitations otherwise applicable to this Subsection, but shall meet the requirements of Section 141 and shall not exceed 10 feet in height where the height limit is 65 feet or less or 16 feet where the height limit is more than 65 feet, measured as provided in Subsection (a) above, and may not exceed a total volume, including the volume of the features being enclosed, equal to ¾ of the horizontal area of all upper tower roof areas of the building measured before the addition of any exempt features times 10 where the height limit is 65 feet or less or times 16 where the height limit is more than 65 feet.

(K) In the Northeast China Basin Special Use District, light standards for the purpose of lighting the ballpark.

(L) In the C-3-G District, on sites fronting on Van Ness Avenue in the 120-X height district, additional building volume used to enclose or screen from view the features listed under subsections (b)(1)(A) and (b)(1)(B) above, to allow increased roof height for performance and common space, and to provide additional visual interest to the roof of the structure. The rooftop form created by the added volume shall not be subject to the percentage coverage limitations otherwise applicable to this subsection (b)(1)(L), but shall meet the requirements of Section 141 and shall not exceed 16 feet in height, measured as provided in subsection (a) above. Buildings that are eligible for this exemption are also eligible for exceptions to any quantitative standards set forth in Article 1.2 of this Code through Section 309 of this Code.

(M) In any S-2 Bulk District for any building which exceeds 550 feet in height, unoccupied building features including mechanical and elevator penthouses, enclosed and unenclosed rooftop screening, and unenclosed architectural features not containing occupied space that extend above the height limit, only as permitted by the Planning Commission according to the procedures of Section 309 and meeting all of the following criteria:

(i) such elements are demonstrated to not add more than insignificant amounts of additional shadow compared to the same building without such additional elements on any public open spaces as deemed acceptable by the Planning Commission; and

(ii) such elements are limited to a maximum additional height equivalent to 7.5 percent of the height of the building to the roof of the highest occupied floor, except that in the case of a building in the 1,000-foot height district such elements are not limited in height, and any building regardless of building height or height district may feature a single spire or flagpole with a diagonal in cross-section of less than 18 feet and up to 50 feet in height in addition to elements allowed according to this subsection (M); and

(iii) such elements are designed as integral components of the building design, enhance both the overall silhouette of the building and the City skyline as viewed from distant public vantage points by producing an elegant and unique building top, and achieve overall design excellence.

(2) The following features shall be exempt, without regard to their horizontal area, provided the limitations indicated for each are observed:

(A) Railings, parapets and catwalks, with a maximum height of four feet.

(B) Open railings, catwalks and fire escapes required by law, wherever situated.

(C) Unroofed recreation facilities with open fencing, including tennis and basketball courts at roof level, swimming pools with a maximum height of four feet and play equipment with a maximum height of 10 feet.

(D) Unenclosed seating areas limited to tables, chairs and benches, and related windscreens, lattices and sunshades with a maximum height of 10 feet.

(E) Landscaping, with a maximum height of four feet for all features other than plant materials.

(F) Short-term parking of passenger automobiles, without additional structures or equipment other than trellises or similar overhead screening for such automobiles with a maximum height of eight feet.

(G) Amusement parks, carnivals and circuses, where otherwise permitted as temporary uses.

(H) Flagpoles and flags, clothes poles and clotheslines, and weathervanes.

(I) Wireless Telecommunications Services Facilities and other antennas, dishes, and towers and related screening elements, subject to any other applicable Planning Code provisions, including but not limited to applicable design review criteria and Planning Code Section 295.

(J) Warning and navigation signals and beacons, light standards and similar devices, not including any sign regulated by this Code.

(K) Public monuments owned by government agencies.

(L) Cranes, scaffolding and batch plants erected temporarily at active construction sites.

(M) Structures and equipment necessary for the operation of industrial plants, transportation facilities, public utilities and government installations, where otherwise permitted by this Code and where such structures and equipment do not contain separate floors, not including towers and antennae for transmission, reception, or relay of radio, television, or other electronic signals where permitted as principal or conditional uses by this Code.

(N) Buildings, structures and equipment of the San Francisco Port Commission, where not subject to this Code due to provisions of the San Francisco Charter or State law.

(O) Additional building height, up to a height of five feet above the otherwise applicable height limit, where the uppermost floor of the building is to be occupied solely by live/work units located within a South of Market District.

(P) Enclosed recreational facilities up to a height of 10 feet above the otherwise applicable height limit when located within a 65-U Height and Bulk District and either an MUO or SSO District, and only then when authorized by the Planning Commission as a Conditional Use pursuant to Section 303 of this Code, provided that the project is designed in such a way as to reduce the apparent mass of the structure above a base 50 foot building height.

(Q) Historic Signs and Vintage Signs permitted pursuant to Article 6 of this Code.

(R) In the Eastern Neighborhoods Mixed Use Districts, enclosed utility sheds of not more than 100 square feet, exclusively for the storage of landscaping and gardening equipment for adjacent rooftop landscaping, with a maximum height of 8 feet above the otherwise applicable height limit.

(S) Hospitals, as defined in this Code, that are legal non-complying structures with regard to height, may add additional mechanical equipment so long as the new mechanical equipment 1) is not higher than the highest point of the existing rooftop enclosure, excluding antennas; 2) has minimal visual impact and maximum architectural integration; 3) is necessary for the function of the building; and 4) no other feasible alternatives exist. Any existing rooftop equipment that is out of service or otherwise abandoned must be removed prior to installation of new rooftop equipment.

SECTION 602. SIGN DEFINITIONS

The following definitions shall apply to this Article 6, in addition to such definitions elsewhere in this Code as may be appropriate.

Area (of a Sign).

(a) All Signs Except on Windows, Awnings and Marquees. The entire area within a single continuous rectangular perimeter formed by extending lines around the extreme limits of writing, representation, emblem, or any figure of similar character, including any frame or other material or color forming an integral part of the display or used to differentiate such Sign from the background against which it is placed; excluding the necessary supports or uprights on which such Sign is placed but including any Sign Tower. Where a Sign has two or more faces, the area of all faces shall be included in determining the Area of the Sign, except that where two such faces are placed back to back and are at no point more than two feet from one another, the Area of the Sign shall be taken as the area of one face if the two faces are of equal area, or as the area of the larger face if the two faces are of unequal area.

(b) On Windows. The Area of any Sign painted directly on a window shall be the area within a rectangular perimeter formed by extending lines around the extreme limits of writing, representation, or any figure of similar character depicted on the surface of the window. The Area of any Sign placed on or behind the window glass shall be as described above in subsection (a).

(c) On Awnings or Marquees. The Area of any Sign on an Awning or Marquee shall be the total of all signage on all faces of the structure. All sign copy on each face shall be computed within one rectangular perimeter formed by extending lines around the extreme limits of writing, representation, or any figure of similar character depicted on the surface of the face of the awning or marquee.

Attached to a Building. Supported, in whole or in part, by a building.

Business Sign. A Sign which directs attention to the primary business, commodity, service, industry or other activity which is sold, offered, or conducted on the premises upon which such Sign is located, or to which it is affixed. Where a number of businesses, services, industries, or other activities are conducted on the premises, or a number of commodities, services, or other activities with different brand names or symbols are sold on the premises, up to one-third of the area of a Business Sign, or 25 square feet of Sign area, whichever is the lesser, may be devoted to the advertising of one or more of those businesses, commodities, services, industries, or other activities by brand name or symbol as an accessory function of the Business Sign, provided that such advertising is integrated with the remainder of the Business Sign, and provided also that any limits which may be imposed by this Code on the area of individual Signs and the area of all Signs on the property are not exceeded. The primary business, commodity, service, industry, or other activity on the premises shall mean the use which occupies the greatest area on the premises upon which the Business Sign is located, or to which it is affixed.

Directly Illuminated Sign. A Sign designed to give forth artificial light directly (or through transparent or translucent material) from a source of light within such Sign, including but not limited to neon and exposed lamp signs.

Freestanding. In no part supported by a building.

Freeway. A highway, in respect to which the owners of abutting lands have no right or easement of access to or from their abutting lands or in respect to which such owners have only limited or restricted right or easement of access, the precise route for which has been determined and designated as a Freeway by an authorized agency of the State or a political subdivision thereof. The term shall include the main traveled portion of the trafficway and all ramps and appurtenant land and structures. Trans-Bay highway crossings shall be deemed to be Freeways within the meaning of this definition for purposes of this Code.

General Advertising Sign. A Sign, legally erected prior to the effective date of Section 611 of this Code, which directs attention to a business, commodity, industry or other activity which is sold, offered or conducted elsewhere than on the premises upon which the Sign is located, or to which it is affixed, and which is sold, offered or conducted on such premises only incidentally if at all.

Height (of a Sign). The vertical distance from the uppermost point used in measuring the Area of a Sign, as defined in this Section 602, to the ground immediately below such point or to the level of the upper surface of the nearest curb of a Street, Alley or highway (other than a structurally elevated roadway), whichever measurement permits the greater elevation of the Sign.

Historic Movie Theater Projecting Sign. A projecting Business Sign attached to a Qualified Movie Theater, as defined in Section 188(e)(1), when such sign was originally constructed in association with the Qualified Movie Theater or similar historic use. Such Signs are typically characterized by (a) perpendicularity to the primary facade of the building, (b) fixed display of the name of the establishment, often in large lettering descending vertically throughout the length of the Sign; (c) a narrow width that extends for a majority of the vertical distance of a building's facade, typically terminating at or slightly above the Roofline, and (d) an overall scale and nature such that the Sign comprises a significant and character defining architectural feature of the building to which it is attached. Elimination or change of any lettering or other inscription from a Historic Movie Theater Projecting Sign, such as that which may occur with a change of ownership, change of use, or closure does not preclude classification of the Sign under this Section. For specific controls on the preservation, rehabilitation, or restoration of these signs, refer to Section 188(e) of this Code.

Historic Movie Theater Marquee. A Marquee, as defined in Section 102, attached to a Qualified Movie Theater, as defined in Section 188(e)(1), when such Marquee was originally constructed in association with a Movie Theater or similar historic use. Elimination or change of any lettering or other inscription from a Historic Movie Theater Marquee, such as that which may occur with a change of ownership, change of use or closure, does not preclude classification of the Marquee under this Section. For specific controls on the preservation, rehabilitation, or restoration of these Signs, refer to Section 188(e) of this Code.

Historic Sign. An Historic Sign is any Sign identified on its own or as one of the character defining features of a property listed or eligible for the National Register of Historic Places or the California Register of Historical Resource, or designated in any manner under Articles 10 or 11 of the Planning Code.

Identifying Sign. A Sign for a use listed in Article 2 of this Code as either a principal or a conditional use permitted in an R District, regardless of the district in which the use itself may be located, which Sign serves to tell only the name, address, and lawful use of the premises upon which the Sign is located, or to which it is affixed. With respect to shopping malls containing five or more stores or establishments in NC Districts, and shopping centers containing five or more stores or establishments in NC-S Districts or in the City Center Special Sign District, Identifying Signs shall include Signs which tell the name of and/or describe aspects of the operation of the mall or center. Shopping malls, as that term is used in this Section, are characterized by a common pedestrian passageway which provides access to the businesses located therein.

Indirectly Illuminated Sign. A Sign illuminated with a light directed primarily toward such Sign and so shielded that no direct rays from the light are visible elsewhere than on the lot where said illumination occurs. If not effectively so shielded, such sign shall be deemed to be a Directly Illuminated Sign.

Landscaped Freeway. Any part of a Freeway that is now or hereafter classified by the State or a political subdivision thereof as a Landscaped Freeway, as defined in the California Outdoor Advertising Act. Any part of a Freeway that is not so designated shall be deemed a nonlandscaped Freeway.

Nameplate. A sign affixed flat against a wall of a building and serving to designate only the name or the name and professional occupation of a person or persons residing in or occupying space in such building.

Nonilluminated Sign. A Sign which is not illuminated, either directly or indirectly.

Projection. The horizontal distance by which the furthermost point used in measuring the Area of a Sign, as defined in this Section 602, extends beyond a Street Property Line or a building setback line. A Sign placed flat against a wall of a building parallel to a Street or Alley shall not be deemed to project for purposes of this definition. A Sign on an Awning, Canopy or Marquee shall be deemed to project to the extent that such Sign extends beyond a Street Property Line or a building setback line.

Roofline. The upper edge of any building wall or parapet, exclusive of any Sign Tower.

Roof Sign. A Sign or any portion thereof erected or painted on or over the roof covering any portion of a building, and either supported on the roof or on an independent structural frame or Sign Tower, or located on the side or roof of a penthouse, roof tank, roof shed, elevator housing or other roof structure.

Sale or Lease Sign. A Sign which serves only to indicate with pertinent information the availability for sale, lease or rental of the lot or building on which it is placed, or some part thereof.

Sign. Any structure, part thereof, or device or inscription which is located upon, attached to, or painted, projected or represented on any land or right-of-way, or on the outside of any building or structure including an Awning, Canopy, Marquee or similar appendage, or affixed to the glass on the outside or inside of a window so as to be seen from the outside of the building, and which displays or includes any numeral, letter, word, model, banner, emblem, insignia, symbol, device, light, trademark, or other representation used as, or in the nature of, an announcement, advertisement, attention-arrester, direction, warning, or designation by or of any person, firm, group, organization, place, commodity, product, service, business, profession, enterprise or industry.

A "Sign" is composed of those elements included in the Area of the Sign as defined in this Section 602, and in addition the supports, uprights and framework of the display. Except in the case of General Advertising Signs, two or more faces shall be deemed to be a single Sign if such faces are contiguous on the same plane, or are placed back to back to form a single structure and are at no point more than two feet from one another. Also, on Awnings or Marquees, two or more faces shall be deemed to be a single Sign if such faces are on the same Awning or Marquee structure.

Sign Tower. A tower, whether attached to a building, Freestanding, or an integral part of a building, which is erected for the primary purpose of incorporating a Sign, or having a Sign attached thereto.

Street Property Line. For purposes of this Article 6 only, "street property line" shall mean any line separating private property from either a Street or an Alley.

Video Sign. A Sign that displays, emits, or projects or is readily capable of displaying, emitting or projecting a visual representation or image; an animated video, visual representation, or image; or other video image of any kind onto a building, fabric, screen, sidewalk, wall, or other surface through a variety of means, including, but not limited to: camera; computer; digital cinema, imaging, or video; electronic display; fiber optics; film; internet; intranet; light emitting diode screen or video display; microprocessor or microcontrolled based systems; picture frames; plasma display; projector; satellite; scrolling display; streaming video; telephony; television; VHS; wireless transmission; or other technology that can transmit animated or video images.

Vintage Sign. A Sign that depicts a land use, a business activity, a public activity, a social activity or historical figure or an activity or use that recalls the City's historic past, as further defined in Section 608.14 of this Code, and as permitted by Sections 303 and 608.14 of this Code.

Wall Sign. A Sign painted directly on the wall or placed flat against a building wall with its copy parallel to the wall to which it is attached and not protruding more than the thickness of the sign cabinet.

Wind Sign. Any Sign composed of one or more banners, flags, or other objects, mounted serially and fastened in such a manner as to move upon being subjected to pressure by wind or breeze.

Window Sign. A Sign painted directly on the surface of a window glass or placed behind the surface of a window glass.

E. No PG&E Sub-area Scenario

This D4D includes standards, guidelines, and considerations for the redevelopment of the entire PG&E Sub-area as shown in Figure 1.2.1. However, the PG&E Sub-area redevelopment is subject to PG&E's long-range facilities planning. Portions of the PG&E Sub-area may or may not ultimately be redeveloped. The following figures depict how the site's land use, ground-floor uses, streets, pedestrian network, heights, and setbacks would change in the scenario in which the PG&E Sub-area is not redeveloped.

Figure E.13.1 Land Use Plan

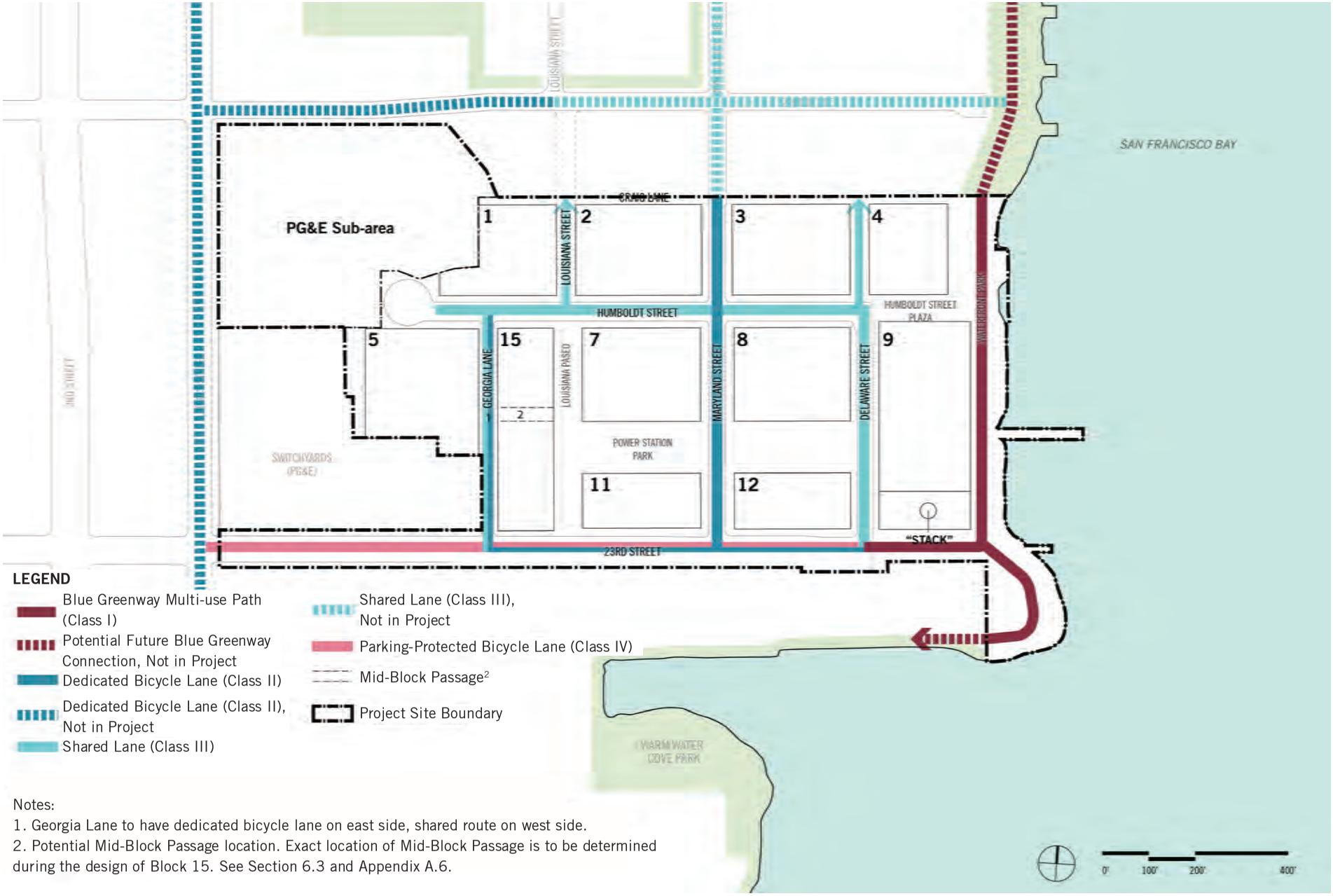
LEGEND

- Residential
- Office/Life Science and/or Laboratory[1]
- Hotel and/or Residential
- * Potential District Parking Garage and Publicly Accessible Rooftop Soccer Field Location
- Open Spaces
- Project Site Boundary

Notes:

1. Non-Retail Sales and Services Uses and/or Life Science/Laboratory Uses are permitted on Blocks 2, 3, 11, 12 and 15, consistent with the Phasing Plan.

Figure E.13.2 Bicycle Network



Notes:
1. Georgia Lane to have dedicated bicycle lane on east side, shared route on west side.
2. Potential Mid-Block Passage location. Exact location of Mid-Block Passage is to be determined during the design of Block 15. See Section 6.3 and Appendix A.6.

Figure E.13.3 Ground-Floor Uses

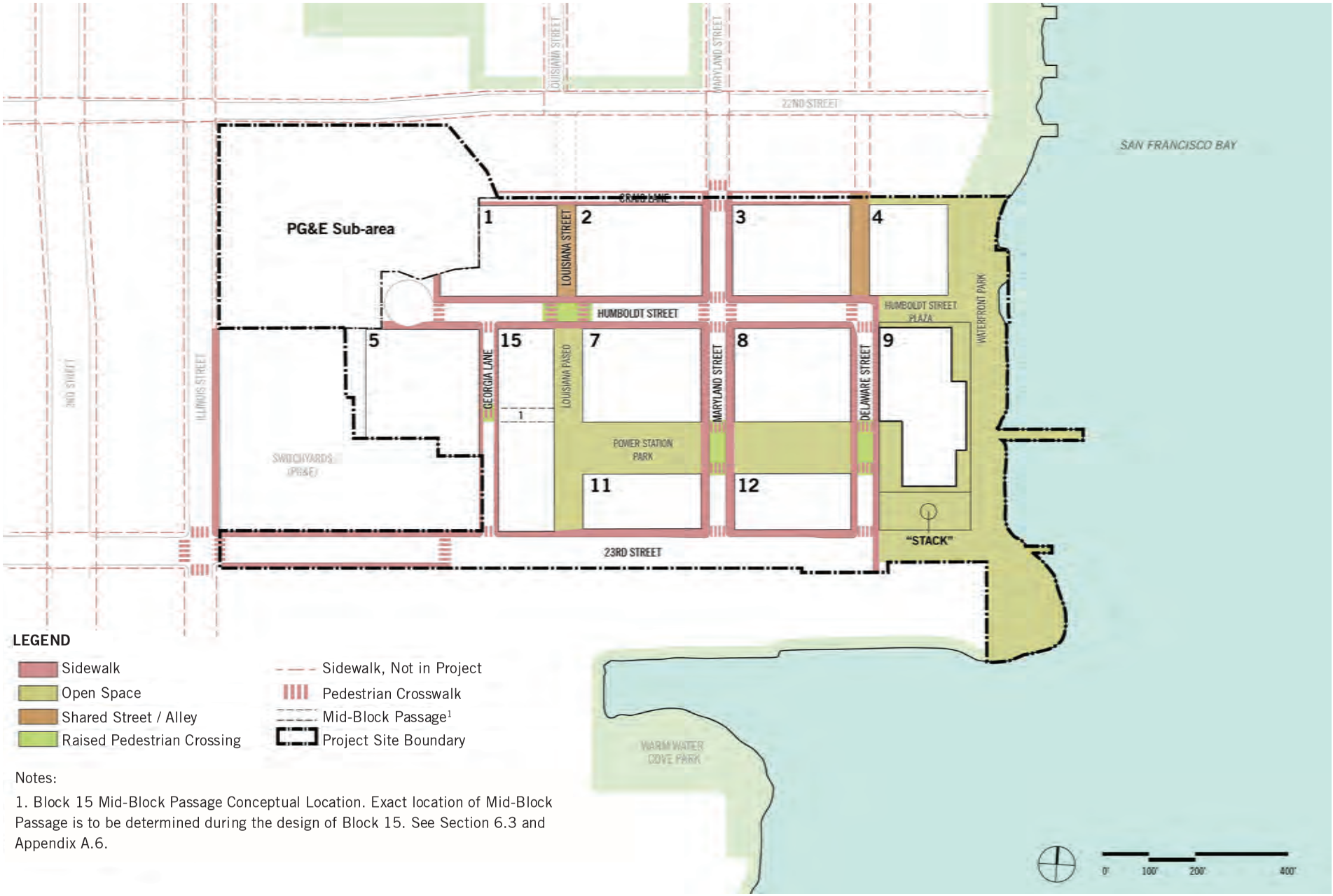
Notes:

1. If Station A is demolished due to collapse, or is otherwise damaged beyond repair, then Active Frontage will apply to north, east, and south façades, and Active Lane Frontage would apply to west façades.

2. Block 15 Mid-Block Passage Conceptual Location. Exact location of Mid-Block Passage is to be determined during the design of Block 15. See Section 6.3 and Appendix A.6.

Figure E.13.4 Building Height Plan

Figure E.13.5 Pedestrian Network



LEGEND

- Sidewalk
- Open Space
- Shared Street / Alley
- Raised Pedestrian Crossing
- Sidewalk, Not in Project
- Pedestrian Crosswalk
- Mid-Block Passage[1]
- Project Site Boundary

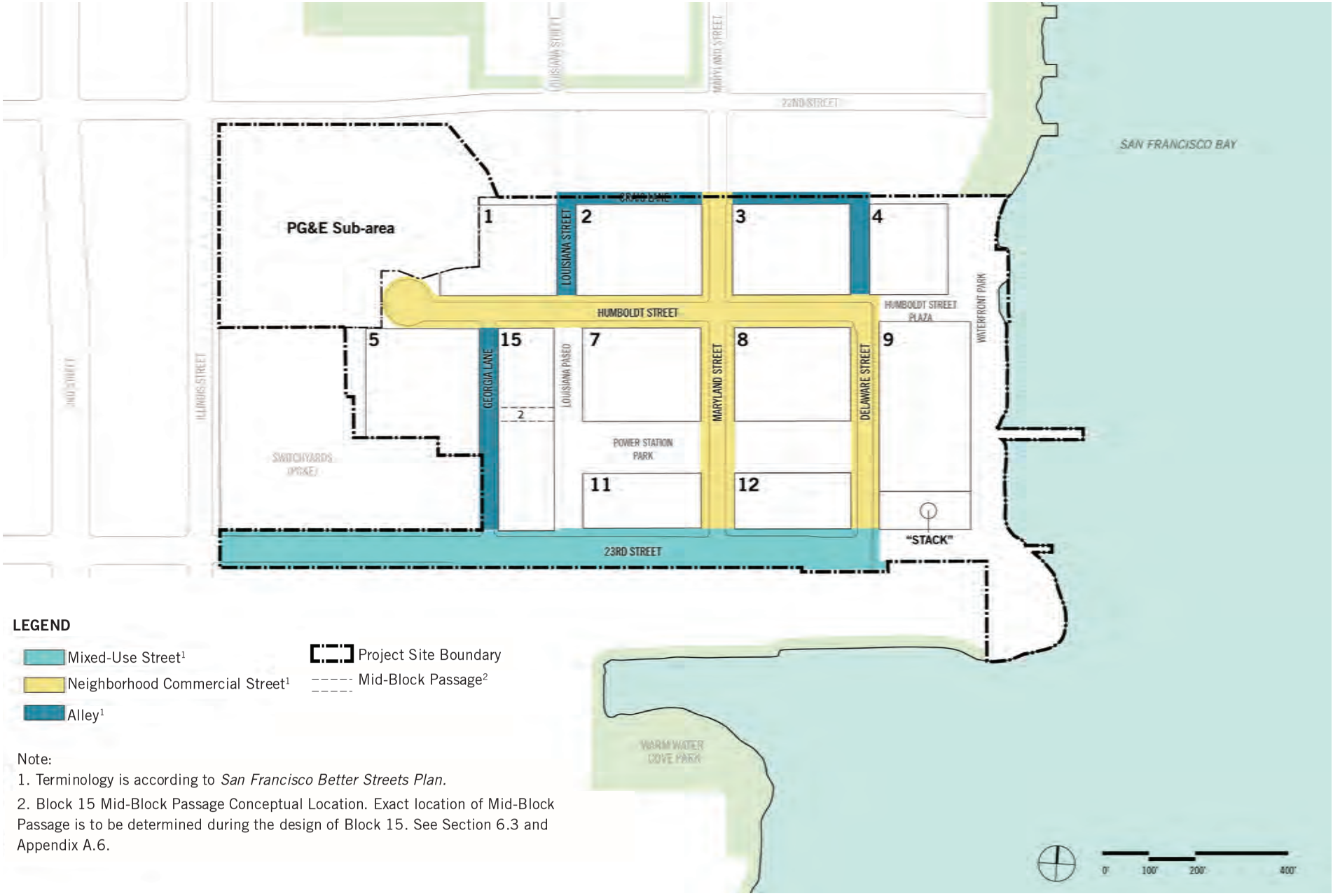
Notes:

1. Block 15 Mid-Block Passage Conceptual Location. Exact location of Mid-Block Passage is to be determined during the design of Block 15. See Section 6.3 and Appendix A.6.

Figure E.13.6 Building Setbacks

Notes:
1. Setbacks do not apply to District Parking Garage (see Figure 6.22.1 for potential locations).
2. Conceptual location of Mid-Block Passage, exact location of Mid-Block Passage is to be determined during the design of Block 15. See Section 6.3 and Appendix A.6.

Figure E.13.7 Street Types



LEGEND

- Mixed-Use Street[1]
- Neighborhood Commercial Street[1]
- Alley[1]
- Project Site Boundary
- Mid-Block Passage[2]

Note:

1. Terminology is according to *San Francisco Better Streets Plan.*
2. Block 15 Mid-Block Passage Conceptual Location. Exact location of Mid-Block Passage is to be determined during the design of Block 15. See Section 6.3 and Appendix A.6.

F. Historic Resource Evaluation, Part 2 Excerpt (Character Defining Features)

This section provides lists of character-defining features identified in Page & Turnbull's HRE Part 1 for all historic resources, including Station A, the Meter House, the Gate House, the Compressor House, Unit 3, and the Boiler Stack. A separate table contains character-defining features of the Third Street Industrial District, as inferred from the Central Waterfront DPR 523D form authored by Kelley & VerPlanck and Page & Turnbull in 2008.

For a property to be eligible for national, state, or local designation under one of the significance criteria, the essential physical features (or character-defining features) that enable the property to convey its historic identity must be evident. To be eligible, a property must clearly contain enough of those characteristics, and these features must also retain a sufficient degree of integrity. Characteristics can be expressed in terms such as form, proportion, structure, plan, style, or materials.

Station A—inclusive of the Turbine Hall, Machine Shop, Machine Shop Office, and Switching Center—is primarily referenced as one resource throughout the HRE Part 1, with the exception of the Buildings Table, where the portions of Station A are described chronologically by date of construction. Rather than retain the chronological order featured in the HRE Part 1, the character defining features table below groups the physical portions of Station A one after another for clarity. The Meter House, Gate House, Compressor House, Unit 3, and Boiler Stack follow. All numbers in the left column are referenced in the site plan (Figure 5), which is included in the HRE Part 1.

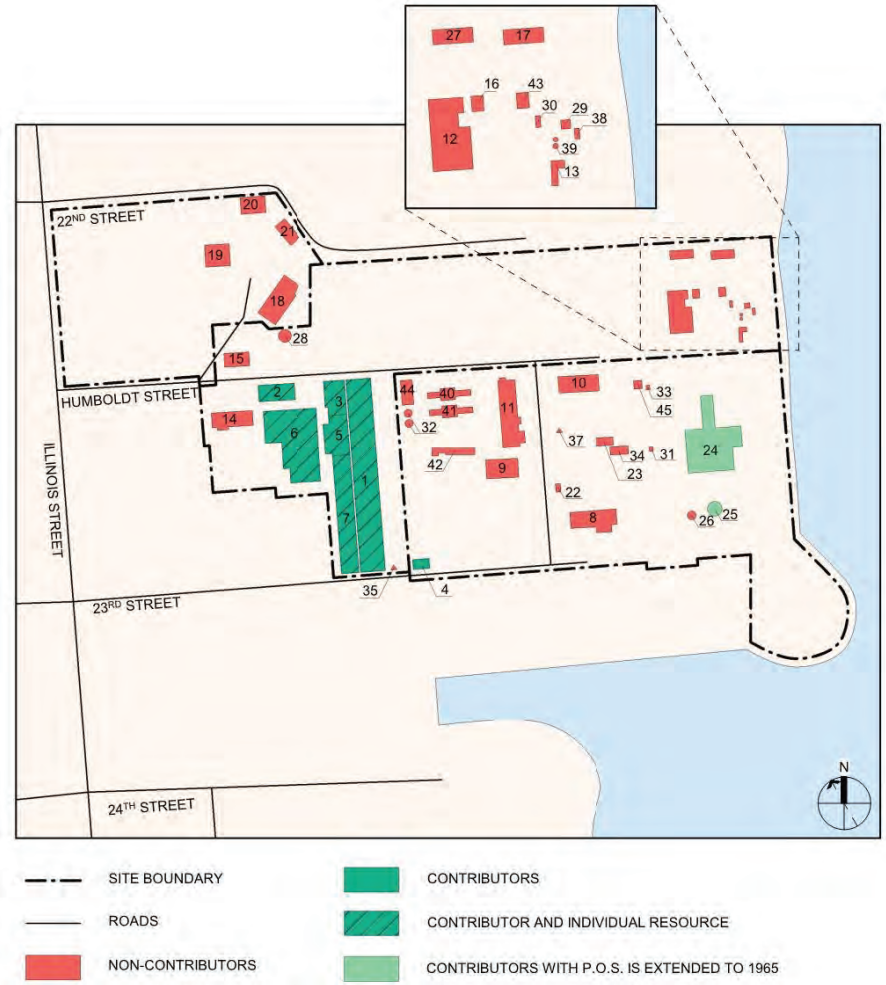
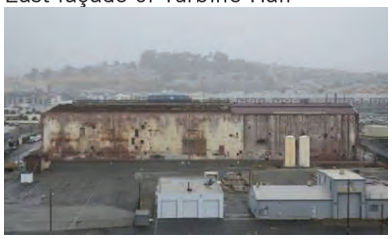


Figure F.13.1 Site map with buildings, structures, and features at Potrero Power Station, showing Third Street Industrial District contributors and non-contributors.

Note: Map is not drawn to scale. Source: San Francisco Property Information Map, edited by Page & Turnbull.

Note:
This Appendix F contains an excerpt from the Historic Resource Evaluation, Part 2 prepared for the Potrero Power Station on Feb 2, 2018.

Table F.13.2 Potrero Power Station Historic Buildings: Character-Defining Features

NO.	APEARANCE	BUILDING INFO.	CHARACTER-DEFINING FEATURES
1	East façade of Turbine Hall  South façade of Turbine Hall. The two left (west) bays constitute the adjacent Station A Switching Center, built in 1930-31. North façade of Turbine Hall 	**Name:** Station A Turbine Hall **Date of Construction:** 1901-02; 1903 **APN:** 4175/017	• Rectangular plan • Built out to lot lines between 23rd and Humboldt streets • Four stories tall • Massive brick masonry construction • Classical decorative brick quoin patterning • Multi-lite steel-sash windows at the north façade, deeply recessed • Multi-lite steel-sash windows at the south façade • Symmetrical window pattern at north and south facades; irregular window pattern at east façade (west façade not visible) • Slightly pitched gable roof with steel trusses; corrugated metal roof material at northern portion • High volume and industrial character of interior

NO.	APEARANCE	BUILDING INFO.	CHARACTER-DEFINING FEATURES
3	North façade of Machine Shop Office with addition to the right (west) 	**Name:** Station A Machine Shop Office **Date of Construction:** ca. 1911 **APN:** 4175/017	• Rectangular plan • One story tall • Reinforced concrete construction • Flat roof • Greek Revival features at the primary façade, including: gabled pediment; pedestrian entrance and full-height windows with corbels and triangular and arched pedimented hoods; pilasters topped with Doric capitals and egg and dart molding; and dentil cornice • Concrete stairs parallel to facade
5	Machine Shop shown left and center, with the north façade of the Switching Center in the background and the east façade of Compressor House at right 	**Name:** Station A Machine Shop **Date of Construction:** ca. 1915 **APN:** 4175/017	• Irregular plan • Tall single story • Reinforced concrete construction with brick cladding • Corbelled brick detailing at parapet • Decorative brick quoin patterning • Flat roof

NO.	APEARANCE	BUILDING INFO.	CHARACTER-DEFINING FEATURES
7	West façade of Switching Center (south façade pictured above with the Turbine Hall) 	**Name:** Station A Switching Center **Date of Construction:** 1930-31 **APN:** 4175/017	• Rectangular plan • Four stories tall • Concrete construction with brick cladding • Multi-lite steel-sash windows • Flat roof • Corbelled brick detailing at parapet • Decorative quoin patterning • Engraved signage reading “Station A” and “Pacific Gas and Electric Company”

NO.	APEARANCE	BUILDING INFO.	CHARACTER-DEFINING FEATURES
2	West façade of Meter House South façade of Meter House East (left) and north (center) façades of Meter House 	**Name:** Meter House; Gas Meter Shop **Date of Construction:** ca.1902 **APN:** 4175/017	• Rectangular plan • One story • Brick masonry construction • Multi-lite wood-sash windows with concrete sill and brick arched lintel • Multi-lite wood-sash lunette windows at the gable peaks of the west and east façades • Rhythmic brick pilasters and cornice • Dentil cornice • Steel truss gable roof with a raised central monitor • Partially glazed metal pedestrian doors • Loading door opening at the west façade [metal roll-up door not historic] • Volume and industrial character of interior • Shortened north façade due to raised street grade

NO.	APEARANCE	BUILDING INFO.	CHARACTER-DEFINING FEATURES
4	East façade of Gate House 	**Name:** Gate House **Date of Construction:** ca.1914 **APN:** 4175/017	• Rectangular plan • Single story • Brick masonry construction • Flat roof • Simple decorative brick cornice • Rectilinear wood-sash transomed windows • Brick window and door surrounds
	North façade of Gate House 		
	South façade of Gate House 		

NO.	APEARANCE	BUILDING INFO.	CHARACTER-DEFINING FEATURES
6	West façade of Compressor House 	**Name:** Compressor House **Date of Construction:** ca.1924 **APN:** 4175/017	• L-shaped plan • Tall one story • Brick masonry construction • Multi-lite steel-sash windows with decorative brick surround • Brick parapet (partial stepped parapet at the east façade) • Corbeled brick cornice • Brick quoin patterning • Round openings • Loading door openings at all façades [metal roll-up doors not historic] • Slightly pitched concrete gable roof with steel trusses • Two monitor roof skylights • Volume and industrial character of interior
	North façade of Compressor House 		
	East façade of Compressor House (at image right). Machine Shop at image left. 		

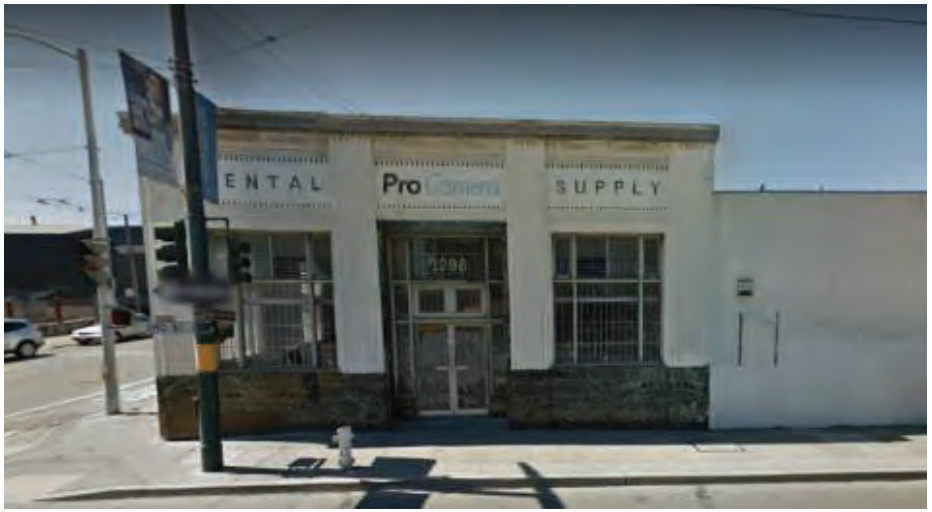
NO.	APEARANCE	BUILDING INFO.	CHARACTER-DEFINING FEATURES
24	West façade of Unit 3 North façade of Unit 3 South façade of Unit 3 	**Name:** Unit 3 Power Block: Generator, Turbine, Boiler, and Unit 3 Office **Date of Construction:** 1965 **APN:** 4232/006	• Eight-story steel frame structure, primarily exposed • Concrete elevator shaft • Control room and offices of concrete construction • Metal panel cladding and glazing of south office portion • Industrial character with remnants of equipment infrastructure

NO.	APEARANCE	BUILDING INFO.	CHARACTER-DEFINING FEATURES
24	South (left) and east (right) façade of Unit 3 Office		
25	Boiler Stack, view looking southeast	**Name:** Boiler Stack **Date of Construction:** 1965 **APN:** 4232/006	• Reinforced concrete construction • Tapered form • 300-foot height • Crow's nest walkway • Exterior metal ladder

Table F.13.3 Third Street Industrial District: Character-Defining Features

REPRESENTATIVE SAMPLE OF CONTRIBUTORS WITH HISTORIC USES	DETAIL INFO.
Alberta Candy Company at 2201-2203 Third Street 	**Location:** primarily along Third Street between 18th and 24th streets, with Potrero Power Station and Western Sugar Refinery Warehouse buildings to the east on 23rd Street.
	Years Constructed: primarily during the first half of the twentieth century
	Character-Defining Features:

M. Levin & Sons Warehouse at 2225 Third Street
 	
	• Linear character of district along Third Street, with exception of Potrero Power Station site and Western Sugar Refinery Warehouses, which make the district L-shaped
	• High concentration of manufacturing, repair, and processing plants and warehouses of industrial character
	• Historic location of industries dependent on nearby waterfront and freight-hauling Santa Fe Railroad trains that ran along Illinois Street
	• Buildings with the following typical features:
	  • Brick and concrete construction
	  • One to four stories in height
	  • Flat roofs
	  • Ornamented parapets
	  • Steel-sash and wood-sash windows
	  • Rectilinear and arched window openings
	  • American Commercial style

REPRESENTATIVE SAMPLE OF CONTRIBUTORS WITH HISTORIC USES	DETAIL INFO.
Mixed-use commercial and boarding house at 2290 Third Street 	
American Can Co. Building on Third Street between 20th and 22nd streets	

REPRESENTATIVE SAMPLE OF CONTRIBUTORS WITH HISTORIC USES	DETAIL INFO.
American Can Co. Building Third Street between 20th and 22nd streets	
American Can Co. Building Third Street between 20th and 22nd streets	

EXHIBIT F

WORKFORCE AGREEMENT
(POTRERO POWER STATION)

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WORKFORCE AGREEMENT
(POTRERO POWER STATION)

I. Project Background. The development plan for the Project Site under the Development Agreement provides for the development of a new publicly accessible network of improved parkland and open space and a mixed-use urban neighborhood, all as more particularly described therein (as defined in the Development Agreement, the "**Project**"). Construction by Developer under the Development Agreement will include development of Developer Property, as well as construction by Developer of a series of contiguous, integrated waterfront parks, including on City-owned and/or Port-owned property.

This Workforce Agreement sets forth the activities Developer shall undertake, and require its Construction Contractors (as defined below), Covered Contractors (as defined in Attachment B), Contractors (as defined in Attachment C), Consultants (as defined in Attachment C), Subcontractors (as defined below), Subconsultants (as defined in Attachment C), and Permanent Employers (as defined below), as applicable, to undertake, to support workforce development in the construction and operation of the Project, all as and to the extent required under this Workforce Agreement.

II. Purpose of the Workforce Agreement. This Workforce Agreement sets forth the employment and contracting requirements for the construction and operation of the Project. This Workforce Agreement has been jointly prepared by the City and Developer (on behalf of itself and its successors under the Development Agreement with respect to the Workforce Improvements covered hereby), in consultation with others, including OEWD and other relevant City Agencies.

The purpose of this Workforce Agreement is to ensure training, employment and economic development opportunities are part of the construction and operation of the Project. This Workforce Agreement creates a mechanism to provide employment and economic development opportunities for economically disadvantaged persons and San Francisco residents. The City and Developer agree that job creation and equal opportunity contracting opportunities in all areas of employment are an essential part of the development of the Project Site under the Development Agreement. The City and Developer agree that it is in the best interests of the Project and the City for a portion of the jobs and contracting opportunities of the Project to be directed, to the extent possible based on the type of work required, and subject to collective bargaining agreements, to local, small and economically disadvantaged companies and individuals whenever there is a qualified candidate.

This Workforce Agreement identifies goals for achieving this objective and outlines certain measures that will be undertaken in order to help ensure that these goals and objectives are successfully met. In recognition of the unique circumstances and requirements surrounding the Project, the City, including through OEWD, and Developer have agreed that this Workforce Agreement will constitute the exclusive workforce requirements for the Project.

This Workforce Agreement requires the following, all as more particularly described herein:

- Permanent Employers that occupy more than 25,000 gross square feet of space for Commercial Activity that meets the requirements of a Covered Operation will enter into a First Source Hiring Agreement for Operations (in the form attached as Attachment A-1). Developer will also include in its applicable contracts with such Permanent Employers provisions that require Permanent Employers to identify a single point of contact and contact OEWD's Business Services team to discuss its obligations under the First Source Hiring Agreement.

- Developer will enter into a Memorandum of Understanding with the City's First Source Hiring Administration in the form attached as Attachment A-2.

- Developer will meet the hiring and Apprenticeship goals with respect to Local Residents (as defined in Attachment B) and Disadvantaged Workers (as defined in Attachment B) for certain Construction Work (as defined below) on the Port Sub-Area and the City Sub-Area, as set forth in Attachment B (Local Hiring Requirements).

- Developer will meet the utilization and outreach goals with respect to Local Business Enterprises for certain Construction Work, as set forth in Attachment C (LBE Utilization Plan).

- The Project will fund certain job readiness and training programs run by CityBuild, as more particularly described in Section D.

The foregoing summary is provided for convenience and for informational purposes only.

III. Workforce Agreement.

A. DEFINITIONS

The following terms specific to this Workforce Agreement have the meanings given to them below or are defined where indicated. Other initially capitalized terms are defined elsewhere in the Development Agreement. All references to the Development Agreement include this Workforce Agreement unless explicitly stated otherwise.

"**Apprentice**" means any worker who is enrolled in or otherwise committed to a construction apprenticeship program that maintains current registration with the State of California's Division of Apprenticeship Standards.

"**Apprenticeship**" shall mean a work experience that combines formal job-related technical instruction with structured on-the-job learning experiences. Apprentices are hired by an employer at the outset of a training program, and the training program is pre-approved by the US Department of Labor ("**USDOL**") or California Division of Apprenticeship Standards ("**DAS**"). Apprentices receive progressive wages commensurate with their skill attainment throughout an apprenticeship training program. Upon successful completion of all phases of on-the-job learning and related instruction components, Apprentices receive nationally recognized certificates of completion issued by the USDOL or DAS.

"**Biotechnology Occupations**" means positions that are held by biotechnology professionals who develop products from living systems. Biotechnology commonly refers to genetically derived materials, but can also refer to developments based in microbiology, molecular biology and cell biology. Biotechnologists strive to understand the workings of biological organisms, from the genes at the molecular level and the processes occurring at the cellular level, all the way up to entire organisms and how they perform their functions. Biotechnologists can find themselves working in a number of fields, but almost all positions will be highly focused on performing research in laboratory settings.

"**Building**" means each new building to be constructed or existing building to be rehabilitated on the Project Site under the Development Agreement.

"**Chapter 83**" is defined in Section III.C.2.

"**CityBuild**" means the OEWD construction training program commonly known as CityBuild.

"**Commercial Activity**" means retail sales and services, restaurant, hotel, education and office uses, technology and biotechnology business, and any other for-profit commercial uses permitted under the Project SUD that are conducted within a Building. For the avoidance of doubt, Commercial Activity shall not include the operation of standalone affordable housing buildings or community, childcare or arts facilities.

"**Construction Contractor**" means a construction contractor hired by or on behalf of Developer who performs Construction Work on the Developer Property.

"**Construction Work**" means, as applicable, (a) the initial construction of all Public Improvements, (b) the initial construction of Privately-Owned Community Improvements, (c) the initial construction of all Buildings to be carried out by Developer and (d) initial tenant improvement work within any Building undertaken within the first year after the initial certificate of occupancy is issued with respect to such Building, in each case under the Development Agreement. For the avoidance of doubt, Construction Work shall not include any (i) repairs, maintenance, renovations or other construction work performed on a Building after the City issues a certificate of occupancy for the applicable portion of the Building, (ii) specialized labor, (iii) work performed as a result of a threat to life, limb or property or other emergency or circumstances requiring immediate action, (iv) work required to be performed by employees of a vendor or manufacturer (or a specialty contractor retained by a vendor or manufacturer) to protect a manufacturer's or vendor's warranty or guarantee, (v) construction of standalone affordable housing buildings or community, childcare or arts facilities or (vi) construction of residential owner-contracted improvements in for-sale residential units.

"**Construction Workforce Requirements**" is defined in Section III.B.1.

"**Covered Operations**" means (i) Commercial Activity that results in the expansion of entry and apprentice level positions that are located within a newly constructed Building or an addition, or alteration thereto, where the Building (or addition or alteration thereto) contains more than 25,000 gross square feet in floor area, and (ii) the operation in a Building of a residential project containing more than 25,000 gross square feet or more than 10 market-rate residential units. Covered Operations do not include (a) any operations or activities conducted by tenants, subtenants or owners of residential units, (b) residential projects containing less than 25,000 gross square feet or fewer than 10 market-rate residential units, (c) Buildings containing less than 25,000 gross square feet or (d) activities or operations conducted by tenants, subtenants and other occupants of less than 25,000 gross square feet of space within a Building. Covered Operations are limited to the period that starts at the initial certificate of occupancy for the applicable space and ends on the date that is 10 years thereafter.

"**Covered Project**" means Construction Work on the Port Sub-Area or the City Sub-Area with an estimated cost in excess of the Threshold Amount.

"**Developer**" is defined in the Development Agreement.

"**Development Agreement**" means the Development Agreement to which this Workforce Agreement is attached and made a part thereof, as the same may be amended, modified and supplemented from time to time pursuant to its terms.

"**FSHA**" means the City's First Source Hiring Administration.

"**Horizontal Improvements**" means (a) the initial construction of all Public Improvements and (b) the initial construction of Privately-Owned Community Improvements, in each case under the Development Agreement.

"**Local Business Enterprise(s)**" **or** "**LBE**" means a firm that has been certified as an LBE as set forth in Administrative Code Chapter 14B (Local Business Enterprise Utilization and Non Discrimination in Contracting Ordinance).

"**Local Resident**" means an individual who is domiciled, as defined by Section 349(b) of the California Election Code, within the City at least seven (7) days prior to commencing work on the project.

"**OEWD**" means the City's Office of Economic & Workforce Development.

"**OLSE**" means the City's Office of Labor Standards Enforcement.

"**Operations Workforce Requirements**" is defined in Section III.C.1.

"**Permanent Employer**" means each employer that occupies more than 25,000 gross square feet of space for Commercial Activity(ies) in a Covered Operation.

"**Subcontractor**" is defined (i) with respect to any Construction Contractor, in Attachment A-2, (ii) with respect to any Covered Contractor, in Attachment B, and (iii) with respect to any Contractor, in Attachment C.

"**Technology-Enabled Occupations**" means positions that require skills related to Information, Media and ICT Literacy as highlighted in California's Digital Literacy definition, "[one's capacity] for using digital technology, communications tools, and/or networks in creating, accessing, analyzing, managing, integrating, evaluating, and communicating information in order to function in a knowledge-based economy and society." Technology- Enabled Occupations require the ability to analyze, access and work with common computing and communications devices, operating systems, networking systems and applications. These occupations require the ability to understand and use ICT computing, communications and information technologies; use technologies for advance research, analysis and administrative operations. These occupations also require the ability to create, interpret and work with an increasing variety of digital media.

"**Technology Occupations**" means positions that require core competencies in information and communication technology ("**ICT**") systems and solutions. These occupations develop and deploy technologies and infrastructures to both support their enterprise and product users. Additionally, technology occupations require skills in research, design, development and analysis of custom technological products; including software, web, application, and cloud-based products. Technology occupations also include, but are not limited to, positions that are related to the sales, marketing and engineering of these technology-based products. Technology Occupations typically occur in the major industry clusters as defined by the North American Industry Classification System (NAICS): Software Publishers; Wired Telecommunications; Wireless Telecommunications; Satellite Communications; Data Processing, Hosting and Related Services; Internet Publishing and Broadcasting and Web Search Portals; and Computer Systems Design. Major Technology Occupation clusters as identified by the Bureau of Labor Statistics include information support and services; network systems; program and software development; and web and digital communications.

"**Threshold Amount**" is defined in section 6.1 of the San Francisco Administrative Code, as amended as of the date of determination to the extent that such amendments apply to the Project pursuant to the Development Agreement.

B. CONSTRUCTION WORK

1. **Application**. Developer and Construction Contractors, Covered Contractors and Contractors shall comply with the applicable provisions of this **Section III.B** (the "**Construction Workforce Requirements**") during construction of Horizontal Improvements and Buildings.

2. **Local Hiring Requirements**. Developer and Covered Contractors (and their subcontractors regardless of tier) must comply with the Local Hiring Requirements set forth on Attachment B with respect to Covered Projects.

3. **First Source Hiring Program for Construction Work**. Prior to the Commencement of Construction of the first Horizontal Improvements or Building on the Developer Property, Developer will enter into a Memorandum of Understanding with the City's First Source Hiring Administration in the form attached as Attachment A-2 under which Developer must include in its contracts with Construction Contractors for Construction Work on the Developer Property a requirement that the applicable Construction Contractor enter into a First Source Hiring Agreement for Construction in the form attached to Attachment A-2 as Exhibit A thereto, and must provide a signed copy of the relevant Form exhibits to the FSHA, as more particularly described therein.

4. **Local Business Enterprise Requirements**. Developer and its Contractors and Consultants must comply with the Local Business Enterprise Utilization Program set forth in Attachment C.

5. **Obligations; Limitations on Liability**. Developer shall use good faith efforts, working with OEWD or its designee, to enforce the applicable Construction Workforce Requirements with respect to its Construction Contractors, Covered Contractors, Contractors and Consultants, and each Construction Contractor, Covered Contractor, Contractor and Consultant, as applicable, shall use good faith efforts, working with OEWD or its designee, to enforce the Construction Workforce Requirements with respect to its Subcontractors and Subconsultants (regardless of tier). However, Developer shall not be liable for the failure of its Construction Contractors, Covered Contractors, Contractors and Consultants, and Construction Contractors, Covered Contractors, Contractors and Consultants shall not be liable for the failure of their respective Subcontractors and Subconsultants.

6. **Prevailing Wages and Working Conditions**. Developer and other applicable parties shall pay prevailing wage as required under the Development Agreement and, to the extent applicable, the Port Lease.

C. PROJECT OPERATIONS

1. **Application**. Covered Operations within the Project will be subject to the applicable First Source Hiring Program requirements set forth in this Section III.C (collectively, the "**Operations Workforce Requirements**").

2. **First Source Hiring Program for Covered Operations**. Each Developer of commercial space for Covered Operations will comply with the operational requirements of Administrative Code Chapter 83 ("**Chapter 83**") by undertaking the following: (i) such Developer will include in all leases, subleases or other occupancy contracts for Covered Operations (each, a "**Commercial Lease**") a requirement that the Permanent Employer enter into a First Source Hiring Agreement for Operations in the form attached as Attachment A-1; (ii) such Developer will provide the executive(s) contact information within 10 days of execution of, or, if available, prior to execution of the applicable Commercial Lease, and will provide updated contact information annually thereafter; and (iii) with the execution of each applicable Commercial Lease, such Developer will require the tenant to notify OEWD Business Services of such execution.

D. WORKFORCE JOB READINESS AND TRAINING FUNDS

Developer shall pay to OEWD up to One Million Dollars ($1,000,000) ("**Total Contribution**") for apprenticeship and job training programs and/or grants focused on construction, small contractor support, environmental sustainability, and open space maintenance, as well as biotech and technology for end-use commercial activity (and OEWD shall use such funds solely for such purpose), payable in various installments, as described below.

1. **Application**. Developer will provide OEWD with the Total Contribution to support apprenticeship and job training and readiness programs run by OEWD as more particularly set forth in this **Section III.D.1** (all funds required under this Section III.D.1, the "**Job Readiness and Training Funds**"). The funding requirements under Section III.D.2, III.D.3 and III.D.6 will be binding on Developer. The funding requirements under Sections III.D.4 and III.D.5 will be binding on Developer or may be assigned to future Lessees.

2. **CityBuild Program**. The Project will pay a total of **$**360,000 across the first three Development Phases in accordance with this Section III.D.2 that the City will use to fund CityBuild programs.

   a. Purpose and Amount. The Project will pay the City such total of $360,000, from the Total Contribution, which the City will use to fund CityBuild programs run by OEWD's Workforce Development Division. Funds will be allocated in OEWD's discretion, but programs funded with this payment may include the CityBuild Academy, an 18-week pre-apprenticeship training program that prepares citywide residents for entry into the trades; the Construction Administration & Professional Service Academy, an 18-week program offered at City College of San Francisco that prepares San Francisco residents for entry-level careers as professional construction office administrators; or the CityBuild Women's Mentorship Program, a volunteer program that connects women construction leaders with experienced professional and mentors.

b. Manner and Timing of Payment. Developer will pay such total of $360,000 in accordance with the following schedule:

Phase 1: Developer will pay the City $120,000 within sixty (60) days after the Development Phase 1 Approval is Finally Granted.

Phase 2: Developer will pay the City $120,000 within sixty (60) days after the Development Phase 2 Approval is Finally Granted.

Phase 3: Developer will pay the City $120,000 within sixty (60) days after the Development Phase 3 Approval is Finally Granted.

3. CityBuild Services. The Project will pay a total of $90,000, from the Total Contribution, that will be used to remove barriers to permanent employment.

a. Purpose and Amount. The Project will pay such total of $90,000 to fund the delivery of services to assist individuals, interested in entering CityBuild or the trades, with addressing barriers to employment. The services will offer case management and supportive services (driver license, housing, union dues, tools, uniform/boots). The resources will be primarily for residents of zip codes 94107, 94124, 94103, 94110, 94112, and 94134, and for other disadvantaged job seekers citywide. The participants will be assessed for their appropriateness to work in construction and will be provided services to assist them with entering a career in construction.

b. Manner and Timing of Payment. Developer will pay such total of $90,000 to OEWD within sixty (60) days after the Development Phase 1 Approval is Finally Granted.

4. Biotechnology.

a. Purpose and Amount. The Project will pay a total of $225,000, from the Total Contribution, associated with commercial-office development in Development Phase 1 and in future Development Phases, in accordance with this Section III.D.4 to fund the delivery of training and barrier removal services to assist individuals interested in entering the biotechnology industry. The curriculum will prepare participants to work in entry level positions in the field of biotechnology in high-tech industry and research institutions. This is an interdisciplinary program including courses and practical training in math, chemistry, biology, computer skills, and English. Emphasis is placed on program participants developing competency for working in a laboratory environment, including performing basic and advanced laboratory techniques, collecting, documenting, and analyzing data, and participating in short-term independent projects. Fundamental skills and workplace competencies are a focus, with an emphasis on practical laboratory skills combined with training in a working laboratory setting. Potential career pathways include Technician or Research Associate in R&D, or biotechnology manufacturing in a research lab or biotech company.

b. Manner and Timing of Payment. Developer will pay such total of $225,000 to the City within sixty (60) days after the Phase Approval is Finally Granted for the first Development Phase that includes a life science-related office-commercial Building.

5. **TechSF Bridge Training for Dogpatch/BVHP Communities & Targeted End Use Jobs**. The Project will pay a total of $225,000, from the Total Contribution, associated with commercial-office development in Development Phase 1 and in future Development Phases, in accordance with this Section III.D.5.

a. Purpose and Amount. The Project will be required to pay such total of $225,000 to OEWD that will be used to support moderate-skilled job training and education programs that prepare residents for technology and technology-enabled positions. Examples of such positions include but are not limited to IT administrators, data scientists, and also include office administration positions for tenant's new employee hiring and incumbent employee advancement offered through the TechSF initiative or OEWD-identified partners. Programming will target residents of zip codes 94107, 94124, 94103, 94110, 94112, and 94134, and other disadvantaged job seekers citywide. OEWD will customize technology training based on the types of tenant leasing space within the Development Phase.

b. Manner and Timing of Payment. Developer will pay such total of $225,000 in accordance with the following schedule:

First Relevant Phase: Developer will pay $112,500 to the City within sixty (60) days after the issuance of the First Construction Document for the first Vertical Improvements within the first Development Phase for which a Development Phase Approval has been Finally Granted and that includes a life science-related office-commercial Building.

Second Relevant Phase: Developer will pay $112,500 to the City within sixty (60) days after the issuance of the First Construction Document for the first Vertical Improvements within the second Development Phase for which a Development Phase Approval has been Finally Granted and that includes a life science-related office-commercial Building.

6. **Contractor Development Program**. The Project will pay a total of $100,000, from the Total Contribution, to support the City's efforts to assist certified Local Business Enterprise contractors in removing barriers that face small businesses. The City's Contractor Development Program includes training, one-on-one counseling and group workshops in the areas that include (1) technical assistance on business management, estimating, financial analysis and project scheduling, (2) Assistance with Surety Bonding, (3) a Mentor Protégé Program that pairs micro-LBEs with business mentors and (4) Contractor Accelerated Payment Program (CAPP) and loan guarantee. OEWD will transfer, to the City and County of San Francisco's Contract Monitoring Division, these funds to support the Contract Monitoring Division's Contractor Development Program.

a. Manner and Timing of Payment. Developer will pay such total of $100,000 in accordance with the following schedule:

Phase 1: Developer will pay $50,000 to OEWD within sixty (60) days after the Development Phase 1 Approval is Finally Granted.

Phase 2: Developer will pay $50,000 to OEWD within sixty (60) days after the Development Phase 2 Approval is Finally Granted.

7. **Workforce System Engagement**. Each Developer of commercial space for Covered Operations agrees to include in any Commercial Lease with a Permanent Employer that employs primarily Technology Occupations, Technology-Enabled Occupations and Biotechnology Occupations in the applicable Covered Operation a requirement that such Permanent Employer enter into a First Source Hiring Agreement for Operations in the form attached as Attachment A-1 requiring that the Permanent Employer dedicates employer time and resources to support curriculum development and direct engagement with workforce participants, consisting of working in good faith with OEWD in:

   a. Reviewing and providing input into biotechnology- and information technology-focused workforce development curricula.

   b. Hosting on-site training opportunities, including open houses, workplace/industry showcases, and job shadowing for workforce system participants.

   c. Participating in workforce development events targeted to increasing career awareness and readiness for technology, biotechnology, and tech/biotechnology-enabled careers such as employer spotlights at workforce development centers, classroom lectures, career panels, resume workshops, mock interviews, mentoring, student showcases or other supportive activities.

   d. Hiring participants from OEWD sponsored workforce programs that offer direct employment opportunities. This may include:

      i. paid work experience/internships for OEWD biotechnology and information technology trainees for careers such as biotechnicians, research associates, and tech positions to gain exposure to the workforce.

      ii. Entering into such First Source Hiring Agreement for Operations covering the above training programs outlined above, which includes obligations related to disseminating job opportunities, as well recruiting candidates from the workforce development system with a particular focus on tech and bio-tech training and employment services, all as more particularly described therein.

8. **Accounting**. Developer will have no right to challenge the appropriateness of or the amount of any expenditure of the Job Readiness and Training Funds, so long as the Job Readiness and Training Funds are used in accordance with the provisions of this Section III.D. The Job Readiness and 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.

9. **Board Authorization.** By approving the Development Agreement, including this Workforce Agreement, the Board of Supervisors authorizes the City (including OEWD) to accept and expend the Job Readiness and Training Funds paid by Developer as set forth herein. The Board of Supervisors also agrees that any interest earned on any the Job Readiness and Training Funds shall remain in designated accounts for use by OEWD for workforce readiness and training consistent with this Section III.D and shall not be transferred to the City's general fund.

E. GENERAL PROVISIONS

1. **Enforcement**. OEWD shall have the authority to enforce the Construction Workforce Requirements and the Operations Workforce Requirements. OEWD shall cause its staff to work cooperatively to create efficiencies and avoid redundancies and to implement this Workforce Agreement and the First Source Hiring Agreements in good faith, and to work with all of the Project's stakeholders, including Developer, Construction Contractors, Covered Contractors and Contractors (and Subcontractors) and Permanent Employers, in a fair, nondiscriminatory and consistent manner.

2. **Third Party Beneficiaries**. Each contract for Construction Work or Covered Operations and each Commercial Lease shall provide that OEWD shall have third party beneficiary rights thereunder for the limited purpose of enforcing the requirements of this Workforce Agreement applicable to such party, directly against such party.

3. **Flexibility**. Some jobs will be better suited to meeting or exceeding the hiring goals than others, hence all workforce hiring goals hereunder will be cumulative, not individual, goals for any Construction Contractor, Covered Contractor, Contractor or Permanent Employer. In addition, Developer shall have the right to reasonably spread the workforce goals, in different percentages, among separate Construction Contracts and Commercial Leases so long as the cumulative goals among all of the Construction Contracts and Commercial Leases at any given time meet the requirements of this Workforce Agreement. The parties shall make such modifications to the applicable First Source Hiring Agreements consistent with Developers' allocation. This acknowledgement does not alter in any way the requirement that Developer, Construction Contractors, Covered Contractors, Contractors and Permanent Employers comply with good faith effort obligations to meet their respective participation goals for the Construction Work and Covered Operations under their respective First Source Hiring Agreements.

4. **Exclusivity**. In recognition of the unique circumstances and requirements surrounding the Project, the City, including through OEWD, and Developer have agreed that this Workforce Agreement will constitute the exclusive workforce requirements for the Project. Without limiting the generality of the foregoing, if the City implements or modifies any workforce development policy or requirements after the Reference Date, whether relating to construction or operations, that would otherwise apply to the Project, and Developer asserts that such change as applied to the Project would be prohibited by the foregoing or the Development Agreement (including an increase in the obligations of Developer or its contractors under any provisions of the Development Agreement), and the City disputes such assertion, then the parties shall resolve the issue through the dispute resolution procedures of Section III.F below.

F. DISPUTE RESOLUTION.

1. **Meet and Confer**. In the event of any dispute under this Workforce Agreement (including as to compliance with this Workforce Agreement), the parties to such dispute shall meet and confer in an attempt to resolve the dispute in good faith for a period of 10 Business Days after request therefor from the complaining party; provided that the complaining

party may proceed immediately to the arbitration provisions of Attachment D (Dispute Resolution) attached, without engaging in such a conference or negotiations, if the facts could reasonably be construed to support the issuance of a temporary restraining order or a preliminary injunction.

2. **Arbitration**. Disputes arising under this Workforce Agreement may be submitted to the provisions of Attachment D (Dispute Resolution) if the meet and confer provision of Section III.F.l above does not result in resolution of the dispute within the time period described therein.

Attachment A-2:

City and County of San Francisco

First Source Hiring Program

Office of Economic and Workforce Development
Workforce Development Division

Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into as of _____ __, 20__ by and between the City and County of San Francisco, municipal corporation (the "City"), through its First Source Hiring Administration ("FSHA"), and California Barrel Company LLC, a Delaware limited liability company ("Project Sponsor").

WHEREAS, Project Sponsor, as developer, proposes to construct a new publicly accessible network of improved parkland and open space and a mixed-use urban neighborhood (the "Project") under that certain Development Agreement entered into by and between Project Sponsor and the City, dated as of [_____ __, 2020] (the "Development Agreement"), all as more particularly described therein; capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Development Agreement (including its Workforce Agreement); and

WHEREAS, the Administrative Code of the City provides at Chapter 83 for a "First Source Hiring Program" which has as its purpose the creation of employment opportunities for qualified Economically Disadvantaged Individuals (as defined in Exhibit A); and

WHEREAS, the Project requires a building permit for a commercial activity of greater than 25,000 gross square feet and/or is a residential project greater than ten (10) units and therefore falls within the scope of the Chapter 83 of the Administrative Code, the applicable requirements of which have been implemented through the Workforce Agreement attached to the Development Agreement; and

WHEREAS, Project Sponsor wishes to make a good faith effort to comply with the City's First Source Hiring Program and enters into this MOU in satisfaction of its requirements under the Development Agreement.

Therefore, the parties to this MOU agree as follows:

A. Project Sponsor, upon entering into a contract with a Construction Contractor for Construction Work after the date of this MOU, will include in that contract a provision requiring the Construction Contractor to enter into a First Source Hiring Agreement for Construction in the form attached as Exhibit A. It is the Project Sponsor's responsibility to provide a signed copy of such First Source Hiring Agreement to FSHA and CityBuild within 10 Business Days (as defined in the Development Agreement) of execution.

B. CityBuild shall represent FSHA and shall provide referrals of Qualified (as defined in Exhibit A) Economically Disadvantaged Individuals for employment on the Construction Work as required under Chapter 83 and the First Source Hiring Agreements.

C. The owners or residents of the residential units within the Project shall have no obligations under this MOU or any First Source Hiring Agreement.

D. FSHA shall advise Project Sponsor, in writing, of any alleged breach on the part of the Project's contractor and/or tenant(s) with regard to participation in the First Source Hiring

Program at the Project prior to seeking an assessment of liquidated damages pursuant to Section 83.12 of the Administrative Code or the applicable First Source Hiring Agreement.

E. If Project Sponsor fulfills its obligations as set forth in the Workforce Agreement and this MOU, it shall not be held responsible for the failure of a contractor or commercial tenant to comply with the requirements of Chapter 83 or any First Source Hiring Agreement.

F. This MOU is an approved "First Source Hiring Agreement" as referenced in Section 83.11 of the Administrative Code. The parties agree that this MOU may be executed in counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.

G. Neither Project Sponsor nor City shall assign this MOU without the consent of the other; provided, however, that if Project Sponsor Transfers its right, title and interest under the Development Agreement to a Transferee in accordance therewith, it shall contemporaneously assign this MOU to such Transferee to the extent of such Transfer (without the requirement of any consent of City hereunder). Upon execution and delivery of the assignment and assumption agreement with respect to such Transfer, the assignor thereunder shall be automatically released from any liability or obligation under this MOU to the extent Transferred thereunder.

H. Without limiting the Development Agreement, this MOU, including the preamble, Recitals and Exhibits, and the agreements between the parties specifically referenced in this MOU, constitutes the entire agreement between the parties with respect to the subject matter contained herein. Prior drafts of this MOU and changes from those drafts to the executed version of this MOU shall not be introduced as evidence in any litigation or other dispute resolution proceeding by the parties or any other Person, and no court or other body shall consider such drafts or changes in interpreting this MOU.

I. This MOU is not intended, and shall not be construed, to benefit or be enforceable by any Person other than the parties whatsoever.

J. This MOU has been executed and delivered in and shall be interpreted, construed, and enforced in accordance with the laws of the State of California. All references in this MOU to California or federal laws, regulations and statutes shall mean such laws, regulations and statues as they may be amended from time to time, except to the extent a contrary intent is stated. Local laws, statutes and regulations applicable to this MOU shall be the Applicable Standards (and, for the avoidance of doubt, any New City Laws that conflict with this MOU shall not be applicable to the matters covered hereby). Venue for any proceeding related to this MOU shall be solely in courts located in the City. Each party hereby consents to the jurisdiction of the State or Federal courts located in the City. Each party hereby expressly waives any and all rights that it may have to make any objections based on jurisdiction or venue to any suit brought to enforce this MOU in accordance with the foregoing provisions.

K. The parties have mutually negotiated the terms and conditions of this MOU, and its terms and provisions have been reviewed and revised by legal counsel for both the City and Project Sponsor. Accordingly, no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this MOU. Therefore, each party waives the effect of section 1654 of the California Civil Code, which

interprets uncertainties in a contract against the party that drafted the contract. Language in this MOU shall be construed as a whole and in accordance with its true meaning. Each reference in this MOU to this MOU, the Plan Documents or any of the Approvals shall be deemed to refer to this MOU, the other Plan Documents or the Approvals as amended from time to time, whether or not the particular reference refers to such possible amendment. Wherever in this MOU the context requires, references to the masculine shall be deemed to include the feminine and the neuter and vice-versa, and references to the singular shall be deemed to include the plural and vice versa. Unless otherwise specified, whenever in this MOU, including its Exhibits, reference is made to any Recital, Article, Section, Exhibit, Schedule or defined term, the reference shall be deemed to refer to the Recital, Article, Section, Exhibit, Schedule or defined term of this MOU. Any reference in this MOU to a Recital, an Article or a Section includes all subsections and subparagraphs of that Recital, Article or Section. Section and other headings and the names of defined terms in this MOU are for the purpose of convenience of reference only and are not intended to, nor shall they, modify or be used to interpret the provisions of this MOU. Except as otherwise explicitly provided herein, the use in this MOU of the words "including", "such as" or words of similar import when accompanying any general term, statement or matter shall not be construed to limit such term, statement or matter to such specific terms, statements or matters. In the event of a conflict between the Recitals and the remaining provisions of this MOU, the remaining provisions shall prevail. Statements and calculations in this MOU beginning with the words "for example" or words of similar import are included for the convenience of the parties only, and in the event of a conflict between such statements or calculations and the remaining provisions of this MOU, the remaining provisions shall prevail. Words such as "herein", "hereinafter", "hereof," "hereby" and "hereunder" and the words of like import refer to this MOU, unless the context requires otherwise. Unless the context otherwise specifically provides, the term "or" shall not be exclusive and means "or, and, or both".

L. Any notice or communication required or authorized by this MOU (as, for example, where a party is permitted or required to "notify" the other, but not including communications made in any meet and confer or similar oral communication contemplated hereunder) shall be in writing and be delivered as provided under the Development Agreement.

M. If any term, provision, covenant, or condition of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOU shall continue in full force and effect, except to the extent that enforcement of the remaining provisions of this MOU would be unreasonable or grossly inequitable under all the circumstances or would frustrate the fundamental purpose of this MOU.

[Signature page follows]

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, acting by and through the **FIRST SOURCE HIRING ADMINISTRATION**

By:

Name:

Title:

APPROVED AS TO FORM:

By:

Name:

Title:

PROJECT SPONSOR:

CALIFORNIA BARREL COMPANY LLC,
a Delaware limited liability company

By:

Name:

Title:

Exhibit A:
First Source Hiring Agreement for Construction

This First Source Hiring Agreement (this "Agreement"), is made as of _____ __, 20__ (the "Effective Date"), by and between the City and County of San Francisco, a municipal corporation, acting by and through its 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 Construction Work for a new publicly accessible network of improved parkland and open space and a mixed-use urban neighborhood (such portion of the Construction Work, the "Project"), all as more particularly described therein, at _____, Lots in Assessor's Block _____, San Francisco California;

WHEREAS, pursuant to that certain Workforce Agreement attached to that certain Development Agreement between [Developer] ("Developer") and the City and County of San Francisco, a municipal corporation (the "City"), dated as of [_____ __, 2020] (the "Workforce Agreement"), Developer is party to that certain Memorandum of Understanding with FSHA, dated as of [_____ __, 20__] (the "MOU");

WHEREAS, pursuant to the MOU, Developer is required to include in contracts with a Construction Contractor for Construction Work a requirement that such Construction Contractors enter into a First Source Hiring Agreement, as more particularly described in the MOU; and

WHEREAS, as a material part of the consideration given by Contractor under the Contract, Contractor has agreed to execute this Agreement and participate in the San Francisco Workforce Development System managed by the Office of Economic and Workforce Development ("OEWD") as established by the City pursuant to Chapter 83 of the San Francisco Administrative Code ("Chapter 83") as more particularly described below.

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

1. DEFINITIONS

For purposes of this Agreement, initially capitalized terms shall be defined as follows[1]:

B. 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 execution and delivery of the Contract.

C. "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 FSHA

[1] Definitions to be put in alpha order for final version.

pursuant to the Applicable Standards as an individual who is at risk of relying upon, or returning to, public assistance.

D. "Hiring opportunity". When a Contractor adds workers to its existing workforce for the purpose of performing Project Work, 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 Project Work, then there are two hiring opportunities for carpentry.

E. "New hire". A "new hire" is any worker who is hired by Contractor for the Project Work and 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 been identified by CityBuild as having received training appropriate to entering the construction industry workforce.

G. "First Opportunity". Consideration by Contractor of Local Residents for filling hiring opportunities prior to recruitment and hiring of non-Local Residents job applicants.

H. "Job Classification". Categorization of employment opportunity or position by craft, occupational title, skills, and experience required, if any.

I. "Local Resident". An individual who is domiciled, as defined by Section 349(b) of the California Election Code, within the City at least seven (7) days prior to commencing work on the Project.

J. "Project Work" means the initial construction of the Project under the Contract.

K. "Publicize". Advertise or post available employment information, including participation in job fairs or other forums.

L. "Qualified". An Economically Disadvantaged Individual that is a Local Resident who meets the minimum bona fide occupational qualifications provided by Contractor to the System in the job availability notices required under this Agreement.

M. "System". The San Francisco Workforce Development System established by the City and County of San Francisco, and managed by 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 Program requirements under Chapter 83 of the San Francisco Administrative Code. Under this Agreement, CityBuild will act as the representative of the System.

N. "System Referrals". Referrals by CityBuild of Qualified applicants from the System for hiring opportunities.

O. "Subcontractor". A person or entity who has a direct contract with Contractor to perform a portion of the Project Work under the Contract.

1. PARTICIPATION OF CONTRACTOR IN THE SYSTEM

a. The Contractor agrees to work in good faith with OEWD's CityBuild Program ("CityBuild") to attempt to achieve the goal that 50% of new hires for hiring opportunities be Local Residents.

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

i. On the CityBuild Workforce Projection Form 1 attached hereto, Contractor will prior to the start of demolition and/or construction constituting Project Work provide a detailed numerical estimate of journey and apprentice level positions to be employed on the Project Work 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 to identify, by trade, the number of core workers at project start for the Project Work and the number of workers at project peak for the Project Work; and the number of positions that will be required to meet the local hiring goal set forth in Section 2.a above.

iv. Contractor and Subcontractors will provide documented verification that its "core" employees for the Contract meet the definition listed in Section l.a.

b. The Contractor shall perform the following in its good faith efforts to meet the local hiring goal set forth in Section 2.a above:

i. Contractor must (A) give good faith consideration to all Referrals, (B) review the resumes of all such Referrals, (C) conduct interviews for posted hiring opportunities in accordance with the non- discrimination provisions of the Contract, and (D) notify CityBuild of any new hiring opportunities.

ii. Contractor must provide constructive feedback to CityBuild on all System Referrals in accordance with the following:

(A) 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

(B) After Contractor has filled at least 5 hiring opportunities under this Agreement, if Contractor is unable to meet the criteria in Section 5(a) below that establishes "good faith efforts" of Contractor, Contractor will be required to provide written comments on all System Referrals.

c. Contractor must provide timely notification to CityBuild as soon as the hiring opportunity is filled, and identify by whom.

2. CONTRACTOR RETAINS DISCRETION REGARDING HIRING DECISIONS

Contractor agrees to offer the System the first opportunity to provide qualified applicants for employment consideration in hiring opportunities, subject to any enforceable Collective Bargaining Agreements. Contractor shall consider all applications of qualified System Referrals for employment in hiring opportunities. Provided Contractor utilizes nondiscriminatory screening criteria, Contractor shall have the sole discretion to interview and hire any System Referrals or other persons.

3. 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 new hires or hiring opportunities 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 local hiring obligations under this Agreement and request their assistance in referring qualified Local Residents for the hiring opportunities to the extent such referral can conform to the requirements of the Collective Bargaining Agreement(s).

b. Contractor shall use any "name call" privileges, in accordance with the terms of the applicable Collective Bargaining Agreement(s) to seek Qualified applicants from the System for the hiring opportunities.

c. Contractor shall sponsor qualified apprenticeship applicants that are System Referrals for applicable union membership.

4. 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 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 constituting Project Work CityBuild Workforce Projection Form 1.

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) may trigger a review of the referral process and the Contractor's efforts to comply with this Agreement. Such review shall be conducted by FSHA in accordance with Section 11(c) below.

c. Meet with the Project's owner, developer, general contractor, or CityBuild representative to review and discuss Contractor's plan to meet Contractor's local hiring obligations under this Agreement.

d. Contact a CityBuild representative to review Contractor's hiring projections and goals for the Project. The Project developer and/or Contractor must take active steps to advise all of its Subcontractors of the local hiring obligations on the 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 for the Project held throughout the term of this Agreement.

e. Submit to CityBuild a CityBuild Workforce Projection Form 1 or other formal written notification specifying Contractor's expected hiring needs during the Project's duration.

f. Notify Contractor's respective union(s) of the Contractor's local hiring obligations under this Agreement and request their assistance in referring qualified Local Residents for any hiring opportunities to the extent such referral can conform to the requirements of the Collective Bargaining Agreement(s).

g. Use any "name call" privileges, in accordance with the terms of the applicable Collective Bargaining Agreement(s) to seek Qualified applicants from the System for the hiring opportunities.

h. Provide CityBuild with up-to-date list of all trade unions affiliated with any Project Work in a timely matter in order to facilitate CityBuild's notification to these unions of the Project's workforce requirements.

i. Submit a "Job Request" in the CityBuild Job Notice Form attached as Form 3 to CityBuild for each apprentice level hiring opportunity that arise throughout the duration of the Project Work, including openings that arise from layoffs of original crew. 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 it has contacted CityBuild as part of its local hiring obligations.

j. Contractor has an ongoing, affirmative obligation and must advise each of its Subcontractors of their ongoing obligation to notify CityBuild of each apprentice level hiring opportunity that arise throughout the duration of the Project Work, 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 Referrals (but without limiting Section 3). In the event of the firing/layoff of any CityBuild graduate performing Project Work, Contractor must notify CityBuild staff within two days of the decision and provide reasons for the layoff; ideally, Project developer and/or Contractor will request a meeting with the 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 the reports required pursuant to Section 11.

m. Maintain accurate records of Contractor's efforts to meet the steps and requirements listed above. Such records may also include records of any new hire made by the Contractor through a San Francisco community-based organization. Any further efforts or actions

agreed upon by CityBuild staff and the Project developer and/or Contractor on a project-by-project basis.

5. 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 hiring opportunities are to be employed by its Subcontractor(s) using CityBuild Workforce Projection Form 1 and the City's online project reporting system (currently Elation), provided, however, that Contractor shall retain the primary responsibility for meeting the requirements imposed on it under this Agreement. Contractor shall ensure that this Agreement is incorporated into and made applicable to such subcontract.

6. EXCEPTION FOR ESSENTIAL FUNCTIONS; WAIVER

Nothing in this Agreement precludes Contractor from using temporary or reassigned existing employees to perform essential functions of its operation; provided, however, the obligations of this Agreement to make good faith efforts to fill hiring opportunities permanently with Local Residents remains in effect. For these purposes, "essential functions" means those functions absolutely necessary to perform work under the Contract.

Notwithstanding anything to the contrary contained herein, any of Contractor's obligations hereunder may be waived by FSHA upon Contractor's request if FSHA reasonably determines for good cause shown by Contractor that the applicable requirement is not relevant to the particular situation, would cause undue hardship or that an alternative approach would better meet the goals of this Agreement.

7. CONTRACTOR'S COMPLIANCE WITH EXISTING EMPLOYMENT AGREEMENTS

Nothing in this 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, project stabilization agreements, existing employment contracts or other labor agreements or labor contracts (collectively, "Collective Bargaining Agreements"). In the event of a conflict between this Agreement and a Collective Bargaining Agreement, the terms of the Collective Bargaining Agreement shall supersede this Agreement.

8. HIRING GOALS EXCEEDING OBLIGATIONS OF THIS AGREEMENT

Nothing in this 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 Agreement.

9. OBLIGATIONS OF CITYBUILD

Under this Agreement, CityBuild shall:

a. Upon Contractor's submission of the CityBuild Workforce Projection Form 1, immediately initiate recruitment and pre-screening activities;