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

Doc # 2020025312

City and County of San Francisco
Carmen Chu, Assessor – Recorder

10/2/2020	11:01:56 AM	Fees	$0.00
Pages 1076	Title 013 AM	Taxes	$0.00
Customer	028	Other	$0.00
		SB2 Fees	$0.00
		Total	$0.00

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

AND CALIFORNIA BARREL COMPANY LLC

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

TABLE OF CONTENTS

Page

TABLE OF CONTENTS
(continued)

Page

TABLE OF CONTENTS
(continued)

Page

TABLE OF CONTENTS
(continued)

Page

EXHIBITS

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 September 22, 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 April 21, 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 April 21, 2020, the Board of Supervisors adopted Ordinance No. 0061-20 (File No. 200039), amending the Planning Code and Zoning Map, Ordinance No. 0064-20 File No. 200174), amending the General Plan, and Ordinance No. 0062-20 (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 May 24, 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 BMR Unit**" is defined in the Section 5.7.4.

"**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**" means each numbered Block on the Project Site shown on Figure 3.1.1 (entitled 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 3.9.

"**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 9.3.

"**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 (or his or her designee) appointed as of the date of determination.

"**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.

"**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.

"**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 a part of (i) the Project or the Project Site and (ii) any direct or indirect interest in Developer 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.

"**New Proportionality Requirement**" is defined in Section 5.7.4.

"**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.

"**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 Goals**" is defined in Section 3.2.5.

"**Phasing Plan**" means the phasing plan attached as part of Exhibit M-1.

"**Pier 70 Developer**" is defined in Recital C.

"**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) appointed as of the date of determination.

"**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 Director**" means the Executive Director of the Port of San Francisco (or his or her designee) appointed as of the date of determination.

"**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 D.

"**Project Special Taxes**" is defined in the Financing Plan.

"**Project SUD**" means Planning Code Section 249.87, as adopted by the Board of Supervisors in Ordinance No. 0061-20, 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 Improvement Agreement**" means an agreement between the City and Developer for the completion of required Public Improvements consistent with and as required under the Subdivision Map Act and Subdivision Code.

"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 Works**" means the San Francisco Department of Public Works.

"**Public Works Director**" means the Director of Public Works (or his or her designee) appointed as of the date of determination.

"**Reference Date**" is defined in the preamble.

"**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.

"**Soccer Field**" is defined in Recital H.

"**Stack**" means the approximately 300-foot-tall boiler stack structure located on the Project Site as of the Reference Date and described in Section 6.12 of the Design for Development.

"**State**" means the State of California.

"**Station A**" means the unreinforced masonry building located on the Project Site as of the Reference Date and described in Section 6.14 of the Design for Development.

"**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.

"**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 in connection therewith, 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.

"**Transportation Plan**" means the plan attached as Exhibit I.

"**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 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 as of the Reference Date, 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, conditionally approve, 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 of the plans and specifications for Public Improvements that are under SFMTA jurisdiction as provided in the SFMTA Consent, (ii) from the SFPUC of the plans and specifications for the SFPUC Infrastructure as provided in the SFPUC Consent and (iii) from Public Works of the plans and specifications for all streets and sidewalks and improvements in the public rights of way. In deciding whether to approve, disapprove, conditionally approve, or approve with recommended modifications 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 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 contract, relative to all work performed by the Project's architect and engineer.

Section 3.8 Maintenance and Operation of Public Improvements by Developer. The Parties shall comply with the Financing Plan.

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 operation and maintenance may be paid by Services Special Taxes (if any) from the CFD in accordance with 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 association dues to provide for such maintenance and services. The CC&Rs may be recorded against the Project Site in phases. Notwithstanding anything to the contrary above or 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 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. 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. The City shall take all actions reasonably necessary, and Developer shall cooperate reasonably, to establish the CFD under the CFD Act, all in accordance with the Financing Plan. 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. Developer shall not, at any time, contest, protest, or otherwise challenge the formation of the CFD or the issuance of bonds or other financing secured by Project Special Taxes, or the application of bond proceeds or Project Special Taxes to the extent consistent with the Financing Plan. 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, in any event 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. Pier 70 Developer and the Port will be building in Phase 3 of the adjacent Pier 70 project 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 Developer and the Port 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 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 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 section 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, Affordable Housing Bonus Program or any other state or local development bonus program; likewise, 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 section 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 Project Site as described in and regulated by this Agreement, Project SUD, Zoning Map amendments, and Design for Development. Developer is agreeing to pursue development on the Project 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 this Agreement and the Project SUD for such modifications and changes. The City would not be entering into this Agreement and approving the Project, including the Project SUD, Zoning Map amendments, and Vested Elements, were Developer to be able to use any other development bonus in conjunction therewith, and have negotiated the public benefits, including affordable housing and other provisions of this Agreement, based on the specific land use program and project design as established in the Project SUD, Zoning Map amendments, and the Design for Development as adopted, inclusive of the modification processes allowed therein and any amendments to the Project SUD and the 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;

(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 this Section 4.6 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 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. Any structures on private lands or non-private Port lands within the Port's jurisdiction boundary are to be permitted pursuant to the memorandum of understanding described in Section 3 of Exhibit Z.

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 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 Section 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; or

(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 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 (as defined in the Housing Plan) 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 are not subject to the Interim Completion Requirements or Final Completion Requirements (both as defined in the Housing Plan) 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 Agreement, and, to the extent required by such New Proportionality Requirement, upon such election the New Proportionality Requirement shall be deemed a requirement of this 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 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 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 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, the Housing Plan requires that Development Phase 1 includes affordable units built on the Project Site, either by construction of Inclusionary Units or by 100% Affordable Units located (as defined in the Housing Plan) 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 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, a summary of the applications for

Later Approvals submitted the preceding year, and a summary of Developer's compliance with this Agreement for the preceding year (including Developer's compliance with the requirements of the Phasing Plan, the Housing Plan, the Workforce Agreement, the Transportation Plan, and the MMRP). The Planning Director shall post a copy of Developer's submittals on the Planning Department's web site.

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 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 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 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 Section 11.4 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, each in 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 by 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(B) of the Housing Plan subject to the prior written consent of the City, which consent shall 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 and Reimbursement Agreement (as defined in the Financing Plan), including Developer's right to receive reimbursements, are intended to survive the expiration or termination of this Agreement (including the Financing Plan) or Acquisition and Reimbursement 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 Station Project

To Developer:

California Barrel Company LLC
c/o Associate Capital
420 23rd Street
San Francisco, California 94107
Attn: Project Director, Potrero Power Station 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, California 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. 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 of the City. 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" (or similar name) 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 consultant shall establish a maximum vibration level that shall not be exceeded during construction of the Project. The structural engineer or qualified consultant shall conduct regular periodic inspections of Station A throughout the duration of vibration-inducing construction when it occurs within eighty (80) feet of Station A. 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 under the Design for Development occur, construction shall be halted and alternative construction techniques put in practice, in each case 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: _____
Rich Hillis
Director of Planning

Approved on _____, 2020
Board of Supervisors Ordinance No. 0062-20

Approved as to form:

DENNIS J. HERRERA, City Attorney

By: DocuSigned by: 9/1/2020 | 11:16 AM PDT
Heidi J. Gewertz, Deputy City Attorney

Approved:

By: DocuSigned by: Naomi Kelly 9/17/2020 | 11:32 AM PDT
Naomi Kelly, City Administrator

By: DocuSigned by: 9/3/2020 | 4:54 PM PDT
Alaric Degrafinried, Acting Director of Public Works

DEVELOPER:

California Barrel Company LLC,
a Delaware limited liability company

By: Fifth and Third Partners LLC,
a Delaware limited liability company
its Manager

By: _____
Name: Enrique Landa
Title: Manager

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 San Francisco)

On 09/22/20 before me, Gabrielle Meira Perez,
personally appeared Enrique Landa,
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.

GABRIELLE MEIRA PEREZ
COMM. #2227465
Notary Public - California
San Francisco County
My Comm. Expires Jan. 5, 2022

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 _____

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 San Francisco)

On 09/22/20 before me, Gabrielle Meira Perez,
personally appeared Richard James Ellis Jr.,
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 _____

GABRIELLE MEIRA PEREZ
COMM. #2227465
Notary Public - California
San Francisco County
My Comm. Expires Jan. 5, 2022

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) The 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) The SFMTA concurred with all of the transportation-related Mitigation Measures in the EIR including M-TR-5: (Implement Measures to Reduce Transit Delay Performance Standard), and M-TR-7 (Improve Pedestrian Facilities at the Intersection of Illinois Street/22nd Street) and transportation-related Improvement Measures I- TR-A: (Construction Management Plan and Public Updates), and I-TR-B: Monitoring and Abatement of Queues) and they are conditions of the SFMTA Board approval

(iii) The SFMTA 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 Transportation Demand Management Plan, attached to the Transportation Plan Exhibit I and found that the Transportation Demand Management Plan meets the requirements of Mitigation Measure M-TR-5; (C) Developer's exclusion of the Project from the Residential Parking Permit program eligibility (D) Developer's provision and maintenance of an SFMTA Employee Restroom; and (E) 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. 2002218-017, 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: _____
Tom Maguire, Acting Director of Transportation for
Jeffrey Tumlin, Director of Transportation

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

By: Susan Cleveland-Knowles

Susan Cleveland-Knowles
Deputy City Attorney

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. 200218-017

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

WHEREAS, Under San Francisco Administrative Code Chapter 56, California Barrel Company LLC. (Developer) filed an application with the City's Planning Department for approval of a development agreement (Development Agreement) relating to the Potrero Power Station Mixed Use Project, a 29-acre mixed-use project; and,

WHEREAS, The City and Developer negotiated the Development Agreement, which would authorize Developer to proceed with the Potrero Power Station Mixed Use Project in exchange for its delivery of various public benefits; and,

WHEREAS, The Potrero Power Station Mixed Use Project would create up to 2,601 new housing units, 30% of which would be permanently below market rate, 25,000 square feet of assembly uses, 50,000 square feet of community uses, two childcare centers, 1.8 million square feet of commercial uses, and would create or improve 6.9 acres of public open space; and,

WHEREAS, The Project will implement street improvements that enhance pedestrian safety, bicycling connectivity, and transit access; and,

WHEREAS, Under the terms of the Development Agreement, the Developer shall pay the Transportation Sustainability Fee, which will contribute to transportation projects that expand connectivity, reliability, and capacity within the area surrounding the project; and,

WHEREAS, Exhibit I to the Development Agreement includes a Transportation Exhibit, which includes the Transportation Sustainability Fee, Transportation Demand Management Plan, SFMTA Staffing, Residential Parking Permit restrictions, an SFMTA Employee Restroom, and a Muni bus shelter; and,

WHEREAS, On January 30, 2020, the San Francisco Planning Commission, in Resolution No. R-20635, certified the Potrero Power Station Mixed-Use Project (Case No 2017-011878ENV) Final Environmental Impact Report (FEIR); on that same date, in Motion No. M-20636 the San Francisco Planning Commission adopted California Environmental Quality Act (CEQA) Findings, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program (MMRP) (collectively, the Potrero Power Station Mixed Use Project CEQA Findings); and,

WHEREAS, Since that time, there have been no changes to the Potrero Power Station Mixed Use 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 statement of overriding considerations, are on file with the Secretary to the SFMTA Board of Directors, 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 SFMTA Board of Directors has reviewed the Final Environmental Impact Report (FEIR) for the Project and finds that the FEIR is adequate for its uses the decision-making body for the actions taken herein, does hereby adopt the Potrero Power Station Mixed-Use Project CEQA Findings as its own and and to the extent the above actions are associated with any mitigation measures (including M-TR-5: Implement Measures to Reduce Transit Delay Performance Standard, and M-TR-7 Improve Pedestrian Facilities at the Intersection of Illinois Street/22nd Street) and transportation-related Improvement Measures (I-TR-A: Construction Management Plan and Public Updates, and I-TR-B: Monitoring and Abatement of Queues), as conditions of this approval; and, be it

FURTHER RESOLVED, That the SFMTA Board of Directors does hereby consent to the Potrero Power Station Mixed-Use Project Development Agreement, including its exhibits containing the Transportation Exhibit, substantially in the form and terms as outlined in the Development Agreement with respect to the items under the SFMTA's jurisdiction; and, be it

FURTHER RESOLVED, That the SFMTA Director of Transportation is authorized to execute the SFMTA Consent to the Development Agreement; pending approval by the Board of Supervisors; and, be it

FURTHER RESOLVED, That, by consenting to the SFMTA matters in the Development Agreement between the City and the Developer, the SFMTA Board of Directors does not intend to in any way limit, waive or delegate the exclusive authority of the SFMTA; and, be it

FURTHER RESOLVED, That, subject to appropriation of any necessary funds, the Board of Directors authorizes the Director of Transportation to take any and all steps (including, but not limited to, the execution and delivery of any and all agreements, notices, consents and other instruments or documents) necessary, in consultation with the City Attorney, to consummate and perform SFMTA obligations under the Development Agreement,or otherwise to effectuate the purpose and intent of this Resolution; and, be it

FURTHER RESOLVED, That the approval under this Resolution shall take effect upon the effective date of the Board of Supervisors legislation approving the Potrero Power Station Mixed-Use Project Development Agreement.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of February 18, 2020.

R. Boomer

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

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 MMRP, 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: DocuSigned by: Harlan Kelly, Jr. 9/1/2020 | 10:26 AM PDT
F4A5909EE639451...

Harlan L. Kelly, Jr., General Manager

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO.: **20-0056**

WHEREAS, The Potrero Power Station Mixed-Use Project ("Project") is a mixed-use development project at the 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; and

WHEREAS, The proposed Project will be built in up to six phases and include developing approximately 2.5 million square feet ("sq ft") of residential space (2,601 dwelling units), 1.8 million sq ft of retail and commercial uses, 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; and

WHEREAS, The proposed Project would also feature newly created public streets, pedestrian paths, cycle tracks, and the continuation of the Bay Trail.

WHEREAS, The Project is supported by extensive investments in infrastructure, including new potable and non potable water distribution systems, auxiliary water supply facilities, stormwater management improvements, separated storm and sanitary sewer systems, power facilities, and street lighting; and

WHEREAS, The Project is being reviewed for approval through a Development Agreement by and between the City and California Barrel Company, LLC ("Developer"); and

WHEREAS, The proposed Development Agreement recognizes that, in exchange for defined public benefits, the Project will only be subject to certain defined ordinances, regulations, rules and policies governing the design, construction, fees and exactions, use or other aspects of the Project; and

WHEREAS, The Development Agreement requires new horizontal infrastructure development to serve the Project; and,

WHEREAS, The SFPUC's responsibilities for the operation and maintenance of certain infrastructure improvements constructed on Port property pursuant to the Development Agreement and Infrastructure plan are contingent on the execution of a Memorandum of Understanding ("MOU") to be developed between the Port, SFPUC, and other relevant City agencies; and

WHEREAS, Developer will provide the SFPUC with all Project information the SFPUC requires to determine the feasibility of providing electric service to the Project Site per the Development Agreement and Infrastructure Plan; and

WHEREAS, 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; and

WHEREAS, An Environmental Impact Report (EIR) was prepared for the Potrero Power Station Mixed-Use Project; and

WHEREAS, At the January 30, 2020 hearing, the Planning Commission certified the Final Environmental Impact Report (FEIR) by Motion No. M-20635, and on the same date, the Planning Commission adopted findings in accordance with the California Environmental Quality Act (CEQA Findings) including a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program (MMRP) in Motion No. M-20636; and

WHEREAS, The project files, including the Final EIR (FEIR) and the Potrero Power Station Project CEQA Findings have been made available for review by the SFPUC and the public and those files are part of the record before this Commission; and

WHEREAS, This Commission has reviewed and considered the information contained in the FEIR, the findings contained in Planning Commission Motions Nos. M-20635 and M-20636, and all written and oral information provided by the Planning Department, the public, relevant public agencies, SFPUC and other experts and the administrative files for the Project; and

WHEREAS, The SFPUC has reviewed the Utility-Related Mitigation Measures in the MMRP; now, therefore, be it

RESOLVED, This Commission has reviewed and considered the FEIR and record as a whole, finds that the FEIR is adequate for its use as the decision–making body for the action taken herein and hereby adopts the CEQA Findings, including the Statement of Overriding Considerations and adopts the Mitigation Monitoring and Reporting Program and incorporates the CEQA findings contained in Planning Commission Motion Nos. M-20635 and M-20636 by this reference thereto as though set forth in this Resolution; and be it

FURTHER RESOLVED, This Commission further finds that since the FEIR was finalized, there have been no substantial project changes and no substantial changes in project circumstances that would require major revisions to the FEIR due to the involvement of new significant environmental effects or an increase in the severity of previously identified significant impacts, and there is no new information of substantial importance that would change the conclusions set forth in the FEIR; and be it

FURTHER RESOLVED, That this Commission hereby consents to the Development Agreement between the City and the Developer substantially in the form and on the terms as outlined in the Development Agreement with respect to the items under the SFPUC's jurisdiction, and authorizes the General Manager to execute the SFPUC Consent to the Development Agreement attached to the Development Agreement on behalf of this Commission; and be it

FURTHER RESOLVED, That if the SFPUC determines it is feasible to provide electricity for the Project Site, the SFPUC will provide electric power to the project pursuant to its Rules and Regulations for electric service and the Commission authorizes the General Manager to execute an Electric Service Agreement with Developer for such purpose; and be it

FURTHER RESOLVED, That, subject to appropriation of any necessary funds, this Commission authorizes the SFPUC General Manager, to take any and all steps (including, but not limited to, the execution and delivery of any and all land use approvals, easements, entitlements, permits, agreements, notices, consents, and other instruments or documents) as he or she deems necessary or appropriate, in consultation with the City Attorney, in order to consummate and perform its obligations under the Development Agreement in accordance with this Resolution and legislation by the Board of Supervisors, or otherwise to effectuate the purpose and intent of this Resolution and such legislation; and be it

FURTHER RESOLVED, That, in the event that implementation of the Development Agreement and Infrastructure Plan necessitates the vacation of any streets or easements in which the SFPUC has assets or an ownership interest, the Commission hereby declares such assets to be surplus to its utility needs conditioned upon the Developer's satisfaction of all obligations in the Development Agreement and Infrastructure Plan and subject to SFPUC's receipt of assets or other consideration of equivalent value; and be it

FURTHER RESOLVED, That, by consenting to the Development Agreement between the City and the Developer, the Commission does not intend to in any way limit, waive or delegate to other City entities the exclusive authority of the SFPUC as set forth in Article VIIIB of the City's Charter; and be it

FURTHER RESOLVED, That the approval under this Resolution shall take effect upon the effective date of the Board of Supervisors legislation approving the Development Agreement.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of March 10, 2020.

Donna Hood

Secretary, Public Utilities Commission

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 MMRP, 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: DocuSigned by: Elaine Forbes 9/15/2020 | 10:06 AM PDT
BD2F0B693FFE43F...

Elaine Forbes, Executive Director

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. Quesada

Secretary

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 MMRP, 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: DocuSigned by: Jeanine Nicholson 9/8/2020 | 8:23 AM PDT
BD2C4E1ABA08446...

Fire Chief

By: DocuSigned by: Dan DeCossio 9/8/2020 | 2:12 PM PDT
53682AD7E18947D...

Fire Marshall

Exhibit A
Project Site Legal Descriptions

Exhibit A-1
Developer Property Legal Description

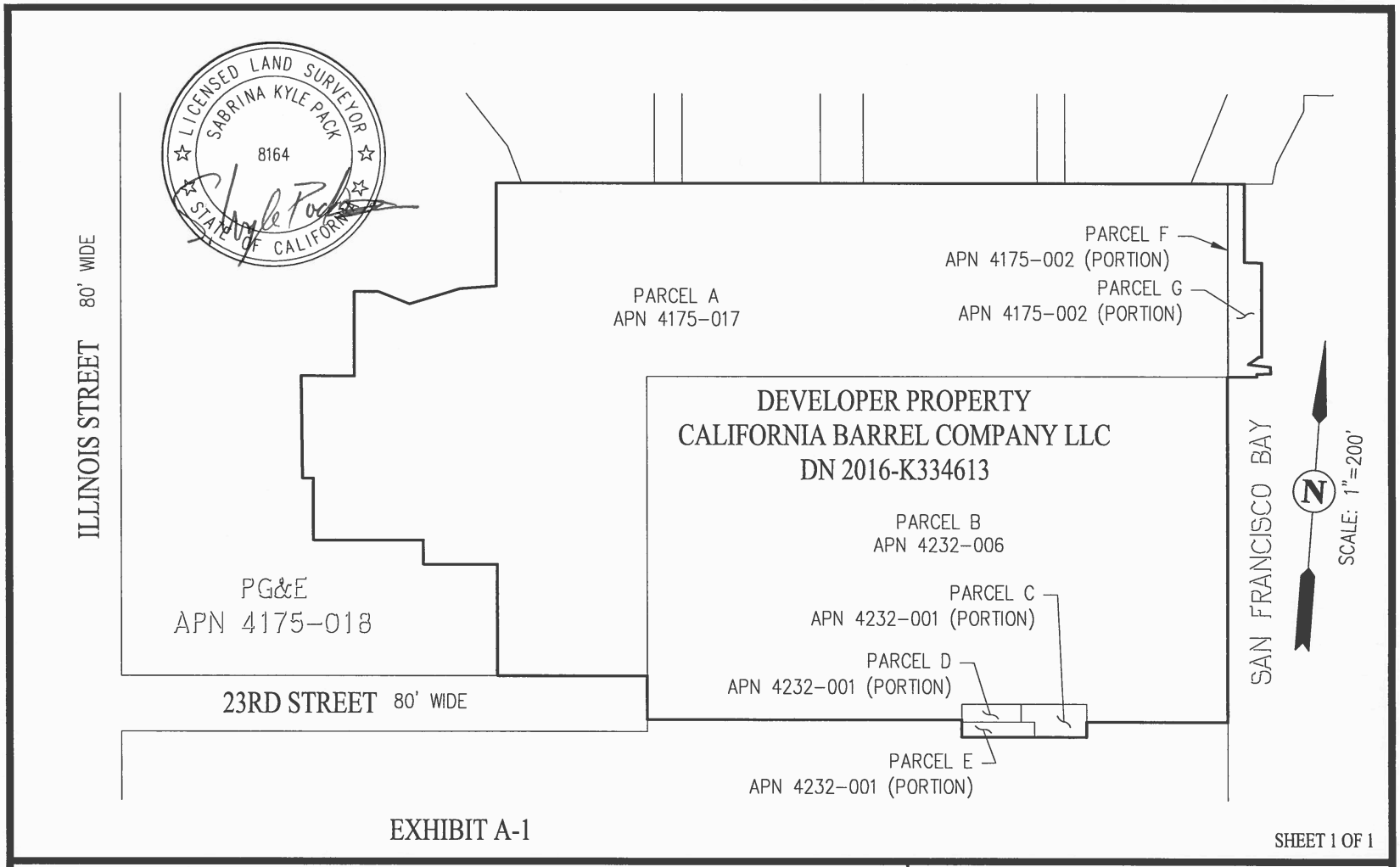


EXHIBIT A-1

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.

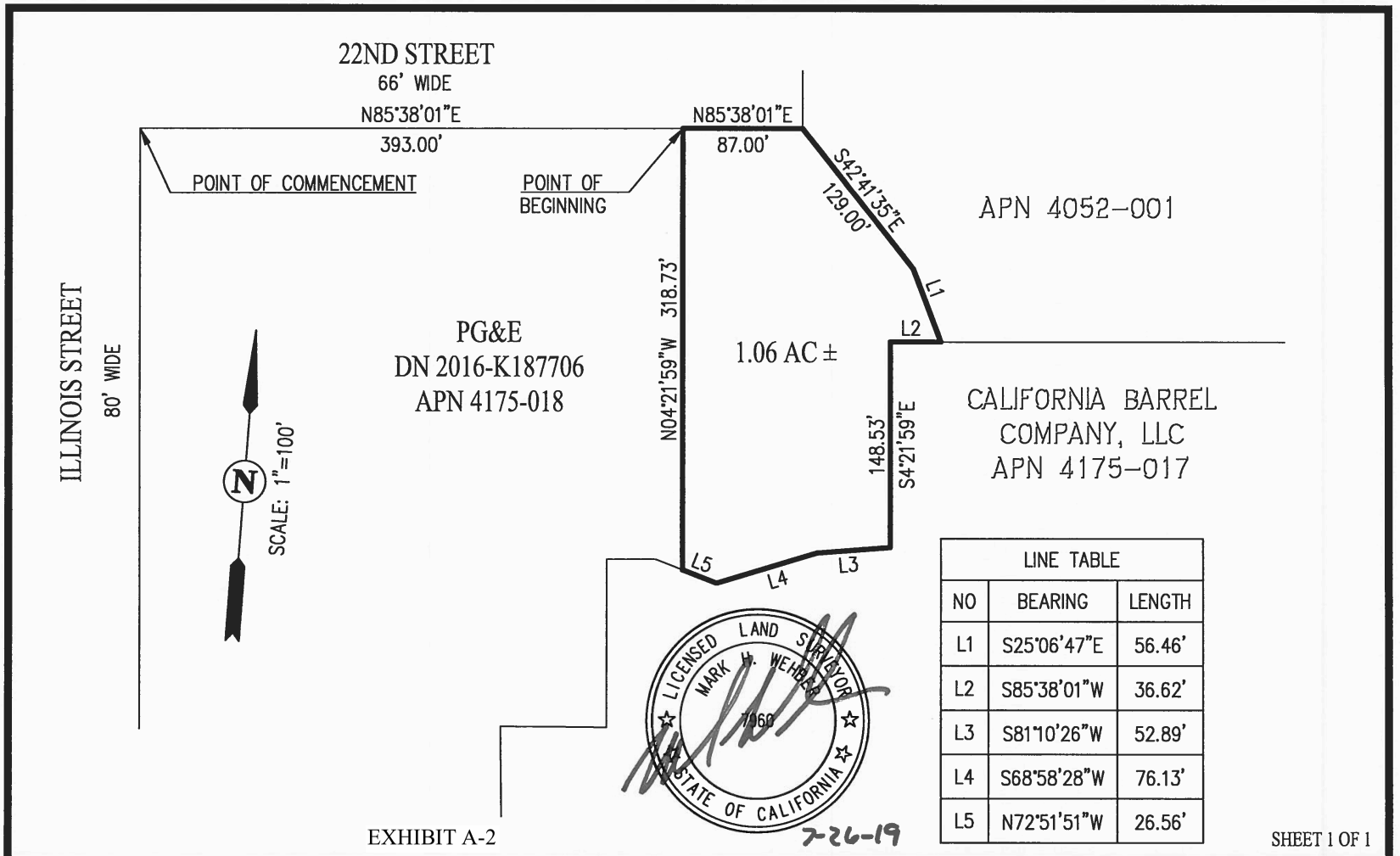
LICENSED LAND SURVEYOR
SABRINA KYLE PACK
No. 8164
STATE OF CALIFORNIA

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'

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.

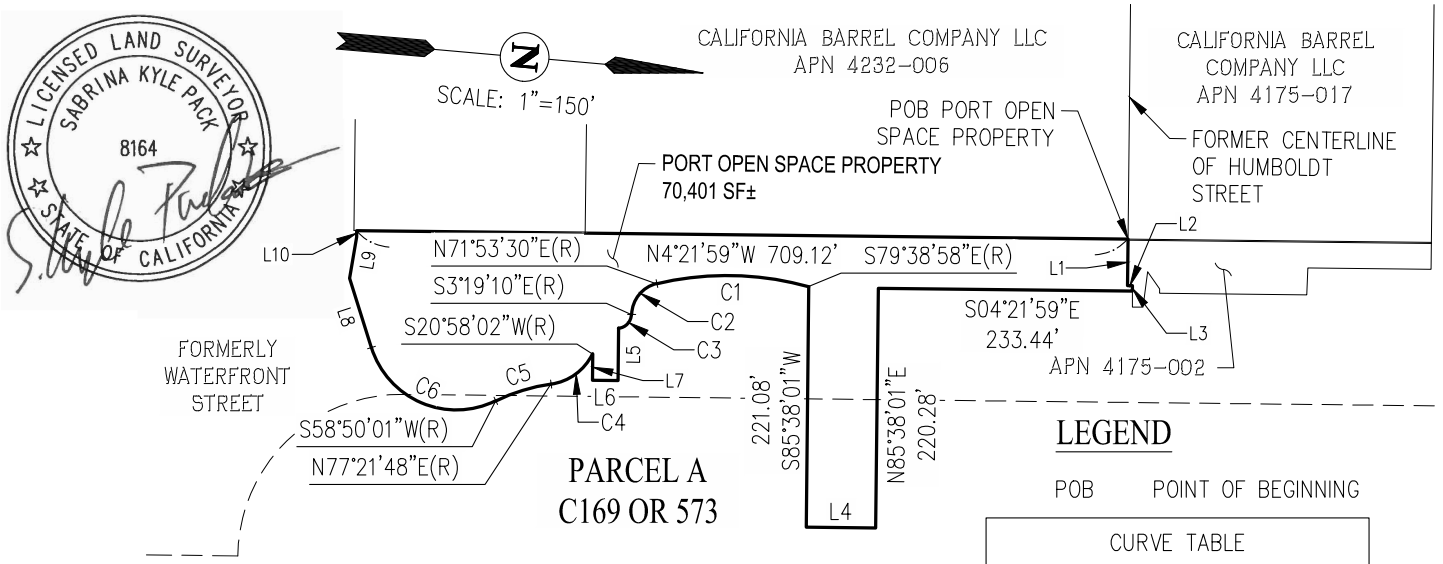
ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

7/26/19

MARK H. WEHBER P.L.S.
L.S. NO. 7960

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°21'59"E	64.00'
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'	28°27'32"	141.06'
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-3

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

PORT OPEN SPACE PROPERTY
POTRERO SITE
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA
SEPTEMBER 16, 2020

cbg
SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
WWW.CBANDG.COM
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

9/16/2020 4:36 PM

JOB NO. 2747-000

F:\2747-000\ACAD\SURVEY\PLATS\PLAT-004 PORT PARCELS.DWG

SEPTEMBER 17, 2020
JOB NO.: 2747-000

EXHIBIT A-3
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 DOCUMENT ENTITLED "DESCRIPTION", 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°21'59" EAST 233.44 FEET;

THENCE, NORTH 85°38'01" EAST 220.28 FEET;

THENCE, SOUTH 04°21'59" EAST 64.00 FEET;

THENCE, SOUTH 85°38'01" WEST 221.08 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 79°38'58" EAST, THROUGH A CENTRAL ANGLE OF 28°27'32", AN ARC DISTANCE OF 141.06 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 70,401 SQUARE FEET OF LAND, MORE OR LESS.

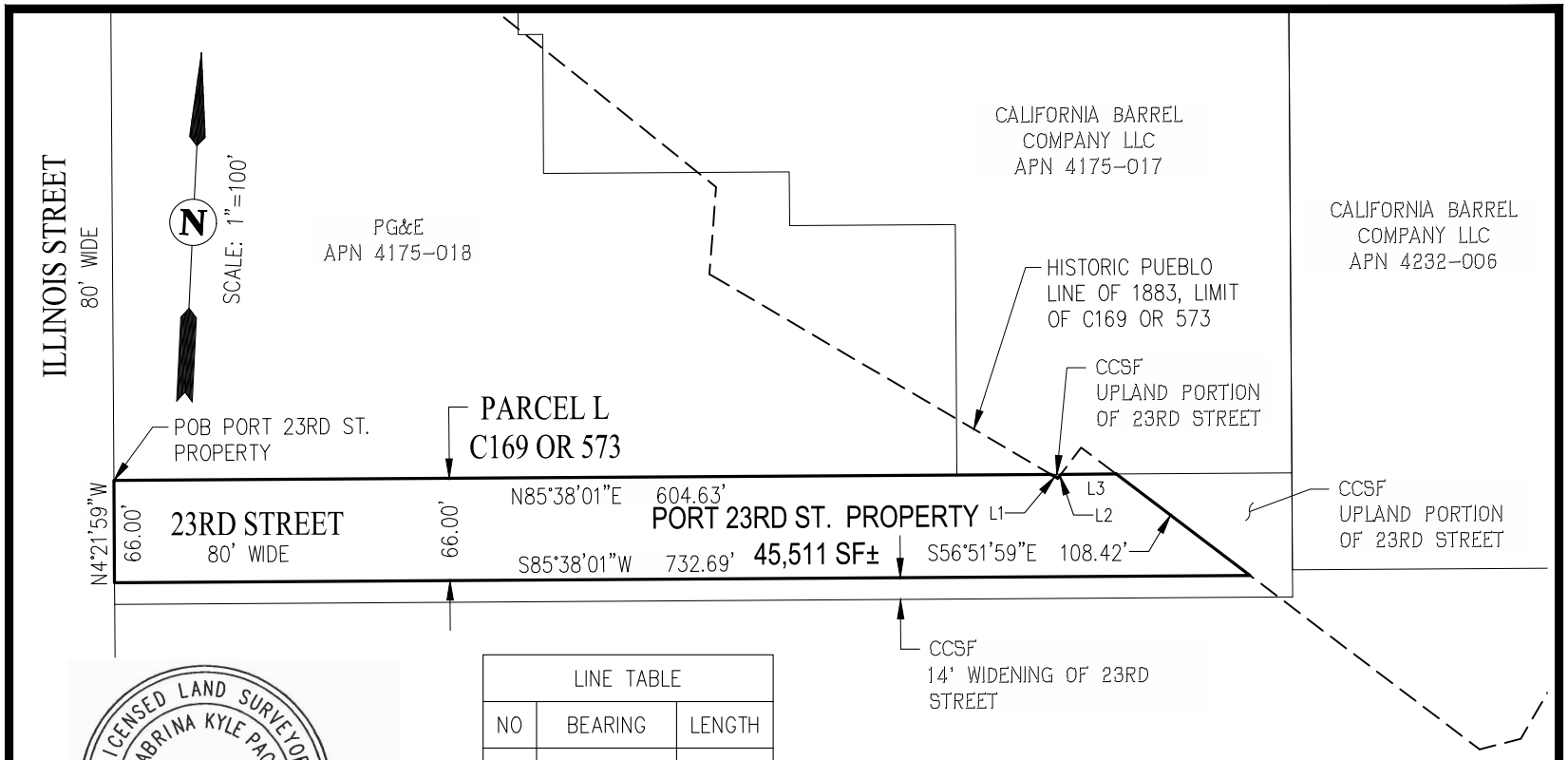
ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE, MADE A PART HEREOF.

END OF DESCRIPTION

S. Kyle Pack

SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

Exhibit A-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'

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
JUNE 2, 2020

cbg
SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
WWW.CBANDG.COM
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

6/2/2020 3:30 PM

JUNE 2, 2020
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 DOCUMENT ENTITLED "DESCRIPTION", 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);

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.

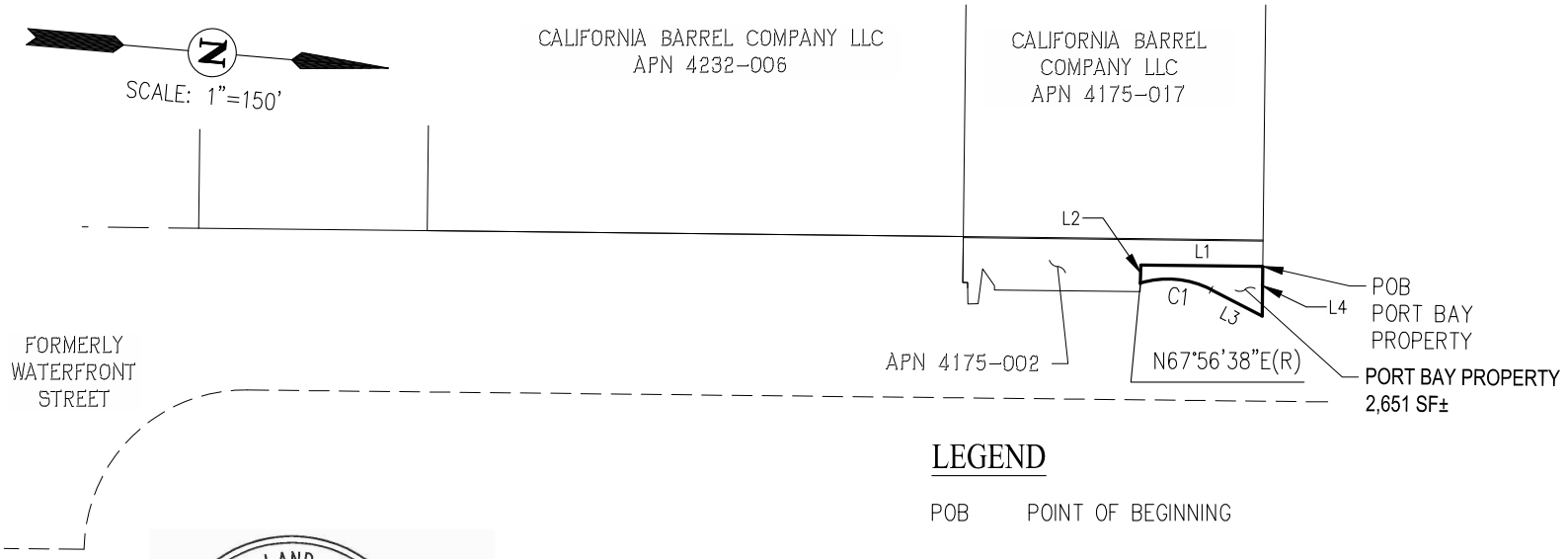
ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE, MADE A PART HEREOF.

END OF DESCRIPTION

S. Kyle Pack

SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

Exhibit A-5
Port Bay Property Legal Description



LEGEND

POB POINT OF BEGINNING

LICENSED LAND SURVEYOR
SABRINA KYLE PACK
8164
STATE OF CALIFORNIA

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
JUNE 2, 2020

cbg
SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
WWW.CBANDG.COM
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

6/2/2020 3:48 PM

JOB NO. 2747-000

F:\2747-000\ACAD\SURVEY\PLATS\PLAT-004 PORT PARCELS.DWG

JUNE 2, 2020
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 DOCUMENT ENTITLED "DESCRIPTION" 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

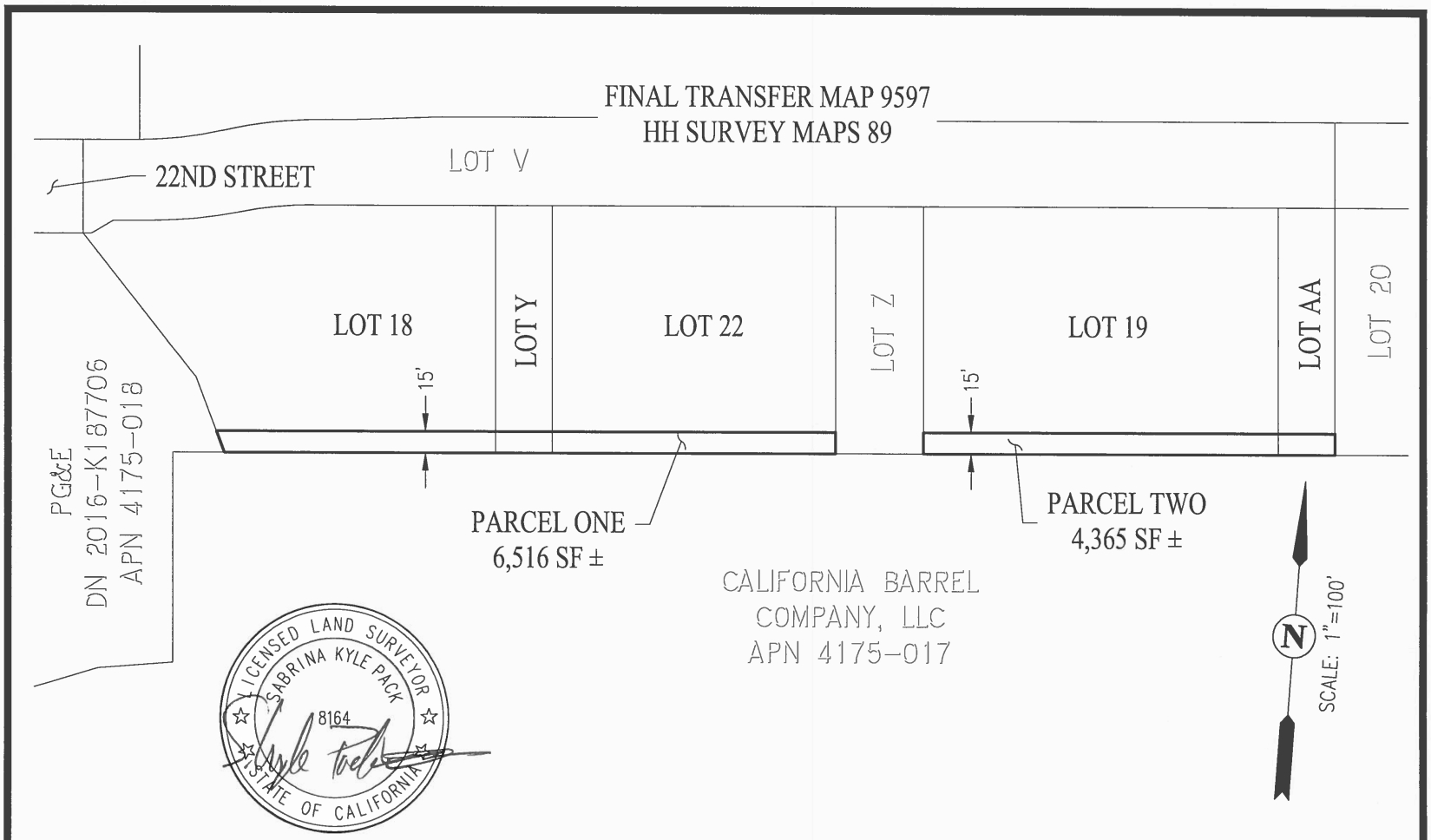


EXHIBIT A-6

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

cbg
SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
WWW.CBANDG.COM
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

JOB NO. 2747-000

F:\2747-000\ACAD\SURVEY\PLATS\PLAT-006 CRAIG LANE SAN FRANCISCO PORT PARCEL.DWG

7/29/2019 1:46 PM

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.

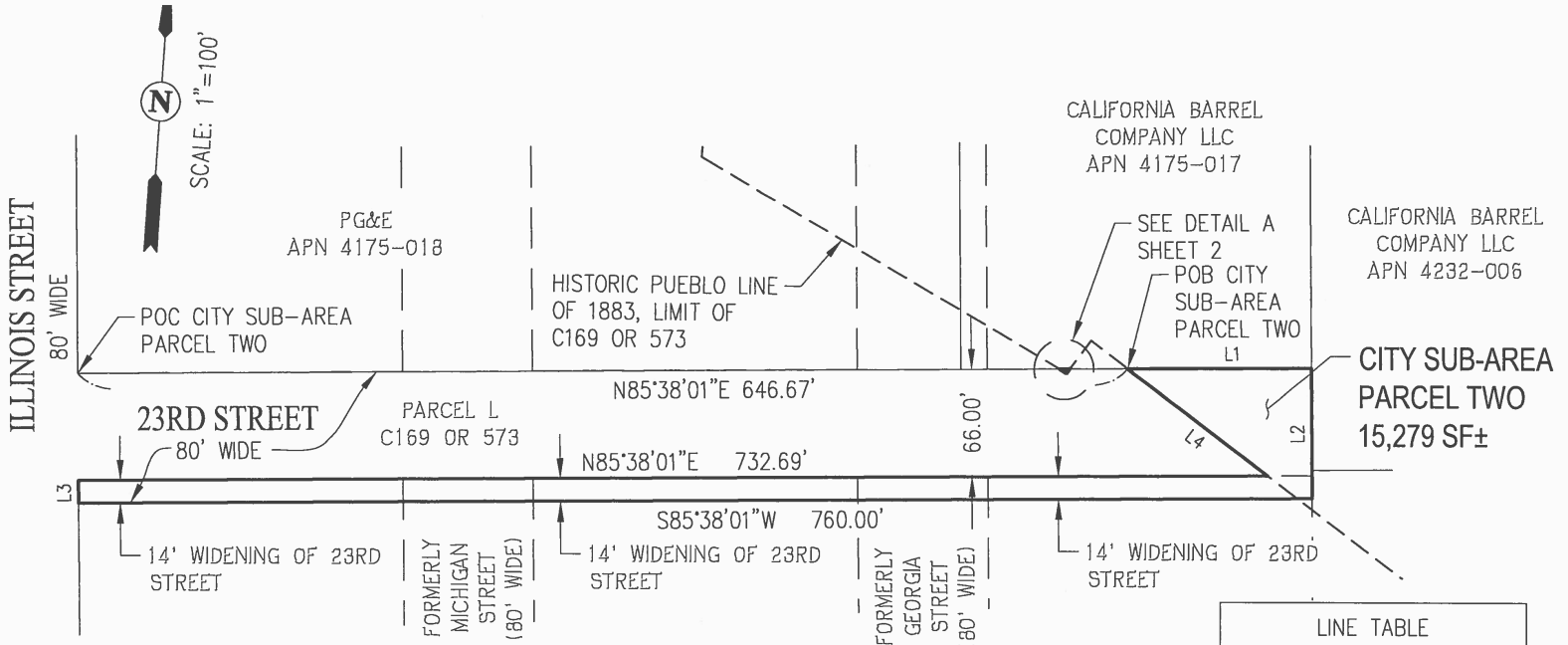
ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

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

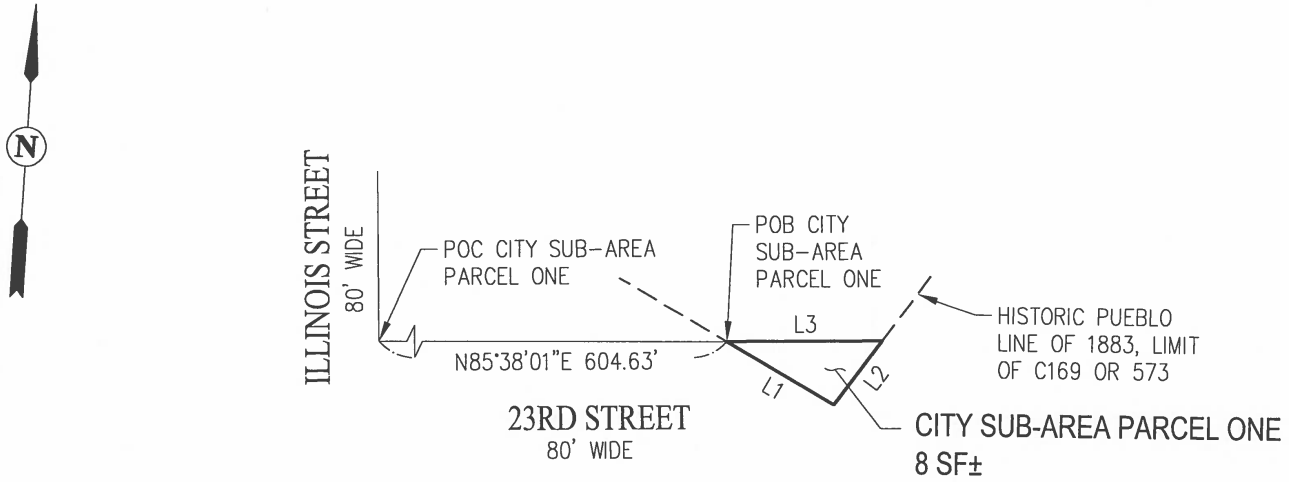
CITY SUB-AREA PROPERTY
POTRERO SITE
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA
SEPTEMBER 20, 2019

cbg
SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
WWW.CBANDG.COM
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

9/20/2019 5:15 PM

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

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
WWW.CBANDG.COM
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

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 0062-20 (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 0061-20 (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 0064-20 (File No. 200174): Amending the General Plan to conform the General Plan with the Potrero Power Station Special Use District.

4. Resolution 0164-20 (File No. 200217): Resolution approving ground lease with Developer and the Port.

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 200218-017 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 20-056 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

EXHIBIT C

Financing Plan

This FINANCING PLAN (this "**Financing Plan**") implements and is part of the Development Agreement to which this Financing Plan is attached and of which it is made a part (as amended from time to time as provided thereunder, the "**Development Agreement**"). Capitalized terms used but not otherwise defined in this Financing Plan shall have meanings given to them in the Development Agreement.

1. OVERVIEW

1.1 Financing Plan Purposes

(a) Purpose of Financing Plan. The purpose of this Financing Plan is to establish the contractual framework for mutual cooperation between the City and Developer necessary to implement the Project. Accordingly, the City shall take all actions reasonably necessary, and Developer shall cooperate reasonably, to (i) establish the CFD, (ii) approve each RMA with a Facilities Special Tax and a Contingent Services Special Tax, and, at the sole discretion of Developer, a Services Special Tax, (iii) levy Project Special Taxes, and (iv) issue CFD Bonds, all related to and in furtherance of the development and operation of the Project and all as more particularly described herein.

(b) Structure of CFD. This Financing Plan is also designed to provide flexibility to Developer to tailor the CFD to the phasing and marketing of the Developer Property. Accordingly, while ultimately the CFD will comprise the entirety of the Developer Property, Developer shall have the flexibility to request that (i) the CFD be formed initially over the entirety of the Developer Property, or (ii) the CFD be formed initially over one or more phases of the Developer Property in an Improvement Area, with the remainder of the Developer Property (and, in either case, possibly other property outside the Project Site) being identified as Future Annexation Area. If Developer requests an initial Improvement Area with Future Annexation Area, Developer may also request the further flexibility to annex the property identified as the Future Annexation Area into the initial Improvement Area or into a newly-created Improvement Area. The Future Annexation Area property shall be annexed from time to time upon the submission of the unanimous written approval of the property owner of the property to be annexed pursuant to the CFD Act according to the procedures established by the Board of Supervisors in the CFD formation proceedings. Developer shall complete the annexation process for a Development Phase not then within the CFD before approval by the City of the Development Phase Application for such Development Phase.

2. COMMUNITY FACILITIES DISTRICT FINANCING

2.1 Formation of the CFD

(a) Formation. Except as otherwise agreed to by Developer and the City, Developer shall submit a petition to the City under the CFD Act for formation of the CFD over some or all of the Developer Property so that the CFD is established by the Board of Supervisors before approval by the City of the first tentative subdivision map for the Project. The City shall initiate formation of the CFD pursuant to this Financing Plan promptly following submission by Developer of such petition and compliance with section 53318(d) of the Mello-Roos Act. The City and Developer intend that the provisions of this Financing Plan be consistent with and authorized by the CFD Goals; accordingly, at the time the CFD is formed, the City may waive any provisions in its CFD Goals that are inconsistent with this Financing Plan, subject to the restrictions set forth in Section 2.6(g). In addition, as part of the CFD formation proceedings, Developer and the City may mutually agree to exempt certain property within the Developer Property and to identify additional property (on or outside the Project Site) for future annexation as set forth in Section 1.1(b). So long as the CFD complies in all material respects with the terms and conditions set forth in this Financing Plan, Developer agrees to vote in favor of the formation of the CFD for which it has petitioned and in favor of subsequent annexations of any portions of the Developer Property that are not initially included in the CFD, in any case subject to revisions approved by the City and Developer. For the avoidance of doubt, if Developer Transfers any portion of the Developer Property before formation of the CFD, the Transferee shall also be required to vote in favor of the formation of the CFD and annexations in accordance with the previous sentence.

(b) Taxable Parcels. Developer and the City intend that Facilities Special Taxes and Services Special Taxes (if any) and, upon the occurrence of a Contingent Trigger Event, the Contingent Services Special Taxes, will be levied against all Taxable Parcels for the purposes described in this Financing Plan and agree that all Exempt Parcels shall be exempt from Project Special Taxes.

(c) Petition.

(i) In its petition, Developer may in its sole discretion include proposed specifications for the CFD (and each Improvement Area), including (A) Facilities Special Tax rates that comply with Section 2.3(e), (B) Services Special Tax rates in the sole discretion of Developer, (C) Contingent Services Special Tax rates that comply with Section 2.3(e), (D) any tax zones within the CFD (and each Improvement Area), (E) any property that will be an Exempt Parcel, and (F) any property (whether on or outside of the Developer Property) for future annexation into the CFD.

(ii) Prior to the time that Developer submits a petition under Section 2.1(a), the City and Developer shall meet with the City's public financing consultants to determine reasonable and appropriate terms of the proposed CFD, which shall be consistent with this Financing Plan, except as otherwise approved by the City and Developer.

(d) Authorized Uses. The CFD (and each and every Improvement Area) shall be authorized to finance Qualified Project Costs, Additional Community Facilities Costs, and, if a Services Special Tax is approved at the sole discretion of Developer or

as otherwise agreed by the City and Developer, Ongoing Maintenance Services Costs, irrespective of the geographic location of the improvements financed or maintained. The CFD (and each and every Improvement Area) shall also be authorized to finance Contingent Services Costs upon the occurrence of a Contingent Trigger Event irrespective of the geographic location of the improvements financed or maintained. For the avoidance of doubt, the CFD (and each Improvement Area therein) shall be authorized to construct and maintain facilities located outside the boundaries of the CFD or the applicable Improvement Area, including on property owned by the Port.

(e) Joint Community Facilities Agreements. Under the CFD Act, the City may be required to enter into a joint community facilities agreement with another Governmental Entity that will own or operate any of the authorized improvements. The City and Developer agree that to the extent required for compliance with the CFD Act they shall each take all steps reasonably necessary to procure the authorization and execution of any such joint community facilities agreement with any such Governmental Entity before the issuance of any CFD Bonds that will finance authorized improvements that will be owned or operated by such Governmental Entity. The City and Developer do not currently anticipate that any of the authorized improvements will be owned by a Governmental Entity other than the City or the Port.

(f) Notice of Special Tax Lien. Project Special Taxes shall be secured by recordation in the Official Records of continuing liens against (i) all Taxable Parcels located in the initial Improvement Area(s) at the time of CFD formation and (ii) all Taxable Parcels in property annexed into an Improvement Area at the time of such annexation.

2.2 Scope of CFD-Financed Costs

(a) Authorized Costs. The CFD (and each Improvement Area therein) may finance only Qualified Project Costs, Additional Community Facilities Costs, and, if a Services Special Tax is approved at the sole discretion of Developer or as otherwise agreed by Developer and the City, Ongoing Maintenance Services Costs. The CFD (and each Improvement Area therein) shall also be authorized to levy the Contingent Services Special Tax upon the occurrence of a Contingent Trigger Event to finance the Contingent Services Costs.

2.3 Parameters of CFD Formation

(a) RMA. Except as otherwise approved by the City and Developer, each RMA shall be consistent with this Financing Plan and, to the extent consistent with this Financing Plan, Developer's petition.

(b) Cooperation. Developer and the City shall cooperate reasonably in developing each RMA. Developer and the City shall each use good-faith reasonable efforts at all times to furnish timely to the other, or to obtain and then furnish timely to the other, any information reasonably necessary to develop each RMA, such as legal

boundaries of the property to be included and Developer's plans for the types, sizes, numbers, and timing for development within the CFD or Improvement Area.

(c) RMA Consultants and Approval. Each RMA shall be: (i) developed by the City's special tax consultant, in consultation with Developer and the City's staff and other consultants consistent with this Financing Plan; and (ii) subject to approval of the Board of Supervisors in its resolution of formation for the CFD and such other legislative actions required by such resolution of formation. Project Special Taxes on any Taxable Parcel must not exceed any applicable maximum specified in the CFD Goals and must not be less than the minimum rate specified in this Financing Plan, unless otherwise approved by the City's staff, Developer, and the Board of Supervisors.

(d) Priority Administrative Costs. In the formation process for the CFD, the City and Developer shall agree on the amount of annual CFD administrative costs that will have first priority for payment by Project Special Taxes within each Improvement Area based on: (i) actual administration costs of other community facilities districts of the City; and (ii) the CFD's complexity and size. In determining coverage requirements for any reason (e.g., bond sizing, parity bonds, etc.), the City shall use the priority administrative costs for such Improvement Area when estimating administrative expenses.

(e) Project Special Taxes. Each RMA shall create three categories of special taxes: the Facilities Special Tax, the Services Special Tax (at the sole discretion of Developer), and the Contingent Services Special Tax. Each RMA shall establish Facilities Special Tax rates, Services Special Tax rates (if any), and Contingent Services Special Tax rates. The Facilities Special Tax rates, Services Special Tax rates (if any), and Contingent Services Special Tax rates for Developed Property may vary based on sizes, densities, types of buildings to be constructed, and other relevant factors when the CFD is formed or property is annexed to the CFD. Each RMA shall establish Facilities Special Tax rates assuming that any First Tranche CFD Bonds issued will have a debt service coverage ratio of one hundred ten percent (110%), unless the City and Developer approve a higher ratio to market the First Tranche CFD Bonds effectively. Each RMA shall establish Facilities Special Tax rates for Undeveloped Property, provided, that, except to the extent otherwise agreed to by Developer, both before and after the CFD Conversion Date, Facilities Special Taxes (i) may not be levied on Undeveloped Property to create Remainder Taxes and (ii) shall only be levied on Undeveloped Property to the extent required under Section 2.3(g)(ii). There shall be no levy of Services Special Taxes or Contingent Services Special Taxes on Undeveloped Property. In its petition, and in connection with any annexation of property to an Improvement Area, Developer shall select Project Special Tax rates in its sole discretion, provided that such rates are consistent with the following:

(i) The maximum Facilities Special Tax rates shall be set at an amount that, when applied to the expected buildout of the Project (i.e., the 5.4 million square foot project, including the PG&E Affected Area, as described in the Plan Documents), including all land uses for property within the CFD, including property in all Improvement Areas (if applicable), would produce total aggregate maximum Facilities

Special Tax revenues of not less than $3,300,000 (in Fiscal Year 2019-20 dollars, escalated two percent (2%) as of July 1 of each Fiscal Year thereafter commencing July 1, 2020), based on the land use program submitted by Developer and verified by the City's special tax consultant. The expected aggregate maximum Facilities Special Tax revenues of $3,300,000 in Fiscal Year 2019-20 dollars (escalated two percent (2%) as of July 1 of each fiscal year) described in this Section 2.3(e)(i) are referred to in this Financing Plan as "**Base Aggregate Facilities Special Tax Revenues**". Developer will be permitted to select the maximum Facilities Special Tax rate for each land use type as long as they generate the Base Aggregate Facilities Special Tax Revenues. The Base Aggregate Facilities Special Tax Revenues were calculated based on the assumption that the PG&E Affected Area will be part of the Project. However, the Parties acknowledge that the Project may not include the PG&E Affected Area. To the extent that the Project does not include the PG&E Affected Area, the Base Aggregate Facilities Special Tax Revenues and Project Special Taxes will be proportionally reduced to reflect the reduction in developable square footage resulting from the PG&E Affected Area not being part of the Project. The intent of the parties is that the PG&E Affected Area should not be encumbered with the lien of the CFD until it is determined the extent to which the PG&E Affected Area will be part of the ultimate development of the Project.

(ii) The Services Special Tax rates on Taxable Parcels of residential and commercial property may be determined in the sole discretion of Developer (and, for the avoidance of doubt, may be zero). If approved, the Services Special Tax shall be used only for specific purposes that benefit the Project determined by Developer and the City at the time of CFD formation, and Developer and the City shall implement a program for maintenance, repair, replacement and operation of improvements in the Project that allows the City, either by contract with Developer or otherwise in the discretion of the City, to conduct such activities using the Services Special Tax. If approved, the City shall cause the Resolution of Formation for the CFD and the City Ordinance levying any such Services Special Taxes to expressly authorize the maintenance of all Privately-Owned Community Improvements. If approved by Developer and the Board of Supervisors, the Services Special Taxes shall be levied in perpetuity or as otherwise agreed by Developer and the City at the time of CFD formation.

(iii) The Contingent Services Special Tax rate shall be established such that the aggregate Contingent Services Special Tax revenues that can be collected from the Developer Property in each Fiscal Year is equal to the Contingent Services Costs projected for the applicable Fiscal Year as of the date of the RMA and shall be levied only upon the occurrence of a Contingent Trigger Event. The projected Contingent Services Costs shall be reasonably determined by the City and Developer, in consultation with Port, taking into account, among other things, the costs budgeted by the City for the maintenance of the shoreline parks at the adjacent Pier 70 project, on a per acre basis; the amount shall be agreed on or before the time of formation of the CFD, presented by the Port and verified by the City's special tax consultant, after consulting with Developer.

(iv) The Facilities Special Tax rates shall have a term that ends one hundred and eleven (111) years after the Effective Date.

(v) On the first day of the Fiscal Year that immediately follows the CFD Conversion Date for an Improvement Area, the Facilities Special Tax rates for such Improvement Area in effect on the CFD Conversion Date shall automatically, and without action on the part of the City, be reduced (i.e., step-down) to the rates that will produce the share of the Base Aggregate Facilities Special Tax Revenues expected from such Improvement Area. The reduction shall be determined separately for each Improvement Area. The City and Developer intend for the following example to provide clarity about how the reduction shall be determined for each Improvement Area: assume that when forming Improvement Area No. 1, Developer and City have determined that the maximum Facilities Special Tax rate on the property in Improvement Area No. 1 that will be necessary to produce the share of the Base Aggregate Facilities Special Tax Revenues expected from such Improvement Area is $1 per square foot, but Developer has selected a higher maximum Facilities Special Tax rate equal to $1.20 per square foot. (For purposes of this example, annual escalation is ignored.) When the step-down occurs, the maximum Facilities Special Tax rate for Improvement Area No. 1 will be lowered from $1.20 per square foot to $1.00 per square foot (i.e., the maximum Facilities Special Tax rate on the property in Improvement Area No. 1 necessary to produce the share of the Base Aggregate Facilities Special Tax Revenues from such Improvement Area). This reduction will occur on an Improvement Area by Improvement Area basis as the CFD Conversion Date occurs for each Improvement Area, and in each case, the portion of the Facilities Special Tax eliminated will be the amount initially calculated to be over and above the maximum Facilities Special Tax rate on the property in the Improvement Area necessary to produce the share of the Base Aggregate Facilities Special Tax Revenues from such Improvement Area.

(vi) For purposes of clarity, subject to the requirements of Section 2.3(e)(i) and Section 2.3(e)(iii), (a) Developer may select different Facilities Special Tax rates and Contingent Services Special Tax rates for different land use types, including different rates for for-rent and for-sale housing and for retail, office, life science, and all other non-residential uses and (b) Developer may select the Facilities Special Tax rates and Contingent Services Special Tax rates for each Improvement Area and/or for each Development Phase that are different than the Facilities Special Tax rates and Contingent Services Special Tax rates for other Improvement Areas and/or Development Phases, as long as, in each case, Developer establishes a reasonable basis for such rates to the reasonable satisfaction of the City and such rates comply with the CFD Act.

(f) Escalation of Special Tax Rates. For the Facilities Special Tax, each RMA shall provide for annual increases in the Facilities Special Tax rates of two percent (2%) annually as of July 1 of each Fiscal Year. For the Services Special Tax (if any), each RMA shall provide for annual increases as of July 1 of each Fiscal Year that shall be the lesser of (i) the percentage change in CPI, and (ii) five percent (5%). For the Contingent Services Special Tax, each RMA shall provide for annual increases as of July 1 of each Fiscal Year that shall be the lesser of (a) the percentage change in CPI, and (b) five percent (5%).

(g) Priority for Annual Levy of Facilities Special Taxes. Each RMA must reflect the priorities set forth below:

(i) First, Facilities Special Taxes will be levied on each Taxable Parcel of Developed Property at the maximum Facilities Special Tax rate, regardless of whether the City has issued CFD Bonds or the debt service requirements for any existing CFD Bonds, before applying any capitalized interest.

(ii) Second, to the extent the funds to be collected under clause (i) will not be sufficient to satisfy the Facilities Special Tax Requirement in full after application of any capitalized interest, Facilities Special Taxes will be levied proportionately on each Taxable Parcel of Undeveloped Property, up to one hundred percent (100%) of the applicable maximum Facilities Special Tax rate established in the applicable RMA, until the Facilities Special Tax Requirement is satisfied.

(h) Use of Remainder Taxes.

(i) Developer and the City contemplate that, within the CFD (and each Improvement Area therein) (A) prior to the CFD Conversion Date, Qualified Project Costs will be paid from Remainder Taxes both before and after the issuance of CFD Bonds and after the final maturity of any CFD Bonds, and (B) both prior to the CFD Conversion Date and after the CFD Conversion Date, Additional Community Facilities Costs will be paid from Remainder Taxes both before and after the issuance of CFD Bonds and after the final maturity of any CFD Bonds. Developer and the City may also agree at the time of CFD formation to allow Ongoing Maintenance Service Costs to be paid with Remainder Taxes before or after the CFD Conversion Date. Accordingly, each RMA shall provide that Remainder Taxes may be used to finance Qualified Project Costs and Additional Community Facilities Costs and, if agreed by Developer and the City, Ongoing Maintenance Services Costs. Annually, on or before October 1 of each year, the City shall deposit Remainder Taxes in the applicable Remainder Taxes Project Account.

(ii) Prior to the applicable CFD Conversion Date, amounts on deposit in the Remainder Taxes Project Account for an Improvement Area shall be used to pay the costs described in, and in the priority set forth in, Section 2.5(c). After the applicable CFD Conversion Date, amounts on deposit in the Remainder Taxes Project Account for an Improvement Area shall be used to pay the costs described in, and in the priority set forth in, Section 2.4(f). In addition, notwithstanding anything in this Financing Plan to the contrary, Developer and the City may also agree at the time of CFD formation to allow Ongoing Maintenance Service Costs to be paid with amounts on deposit in a Remainder Taxes Project Account before or after the CFD Conversion Date.

(i) No Pledge for Debt Service. Remainder Taxes deposited in a Remainder Taxes Project Account shall not be deemed or construed to be pledged for payment of debt service on any CFD Bonds, and neither Developer nor any other Person shall have the right to demand or require that the City or Fiscal Agent, as applicable, use funds in a Remainder Taxes Project Account to pay debt service. Prior to the applicable CFD Conversion Date, any amounts in a Remainder Taxes Project Account that are not needed to pay Qualified Project Costs may be used by the City to

pay CFD administrative costs or replenish a debt service reserve account for any CFD Bonds for the applicable Improvement Area.

(j) Prepayment. Each RMA shall include provisions allowing a property owner within the related Improvement Area that is not in default of its obligation to pay Facilities Special Taxes to prepay Facilities Special Taxes based on a formula that will require payment of the property owner's anticipated total Facilities Special Tax obligation. Prepaid Facilities Special Taxes shall be placed in a segregated account in accordance with the applicable Indenture. Each RMA and each Indenture shall specify the use of prepaid Facilities Special Taxes. Neither the Services Special Tax (if any) nor the Contingent Services Special Tax (if any) may be prepaid.

(k) Affordable Housing and Other Facilities. Notwithstanding anything to the contrary contained herein, the RMA shall (i) include provisions exempting parcels that contain 100% Affordable Units, (ii) establish reduced Project Special Tax rates for Inclusionary Units as approved by Developer and the City, and (iii) establish reduced Project Special Tax rates for child care and community facilities.

(l) Amendment to RMA. Nothing in this Financing Plan shall prevent an amendment of an RMA under its terms or under Change Proceedings as described in this Financing Plan.

(m) Reducing Facilities Special Tax Rates Before Issuance of First Tranche CFD Bonds. Each RMA shall contain a provision that allows the Facilities Special Tax rates to be reduced upon the written request of Developer before any First Tranche CFD Bonds are issued for the applicable Improvement Area, and the City shall do so upon such written request of Developer so long as such reduction does not reduce the Facilities Special Tax rates below an amount that will produce the share of the Base Aggregate Facilities Special Tax Revenues expected from such Improvement Area. If expressly permitted and defined in an RMA, any such reduction of the Facilities Special Tax rates in the Improvement Area may be done administratively without the vote of the qualified electors of the Improvement Area before First Tranche CFD Bonds are issued for such Improvement Area, so long as such reduction does not reduce the Facilities Special Tax rates below an amount that will produce the share of the Base Aggregate Facilities Special Tax Revenues expected from such Improvement Area, as determined by the City's special tax consultant. If expressly permitted and defined in an RMA, a reduction in one taxing category does not have to be proportionate to the reduction in any other taxing category (i.e., disproportionate reductions may be expressly allowed in each RMA). If the maximum Facilities Special Tax rate is permanently reduced for an Improvement Area, the City shall record timely an appropriate instrument confirming same in the Official Records.

2.4 Issuance of CFD Bonds

(a) Issuance. Subject to approval of the Board of Supervisors, the City, on behalf of the CFD, intends to issue First Tranche CFD Bonds within each Improvement Area for purposes of this Financing Plan, but shall do so only upon the

written request of Developer. Developer may submit written requests that the City issue First Tranche CFD Bonds for an Improvement Area specifying requested issuance dates, amounts, and main financing terms. Promptly following Developer's request, Developer and the City shall meet with the City's public financing consultants to determine reasonable and appropriate issuance dates, amounts, and main financing terms that are consistent with this Financing Plan.

(b) Payment Dates. So that Remainder Taxes may be calculated on the same date for all CFD Bonds, each issue of CFD Bonds shall have interest payment dates of March 1 and September 1, with principal due on September 1.

(c) Value-to-Lien Ratio. The appraised or assessed value-to-lien ratio required for each First Tranche CFD Bond issue shall be three to one (3:1), unless otherwise required by the CFD Act or otherwise approved by the City and Developer.

(d) Coverage Ratio. All First Tranche CFD Bonds shall have a debt service coverage-ratio of one hundred ten percent (110%), unless otherwise approved by the City and Developer.

(e) Term. Subject to Section 2.8, each issue of First Tranche CFD Bonds shall have a term of not less than thirty (30) years and not more than forty (40) years, unless otherwise approved by the City and Developer.

(f) Second Tranche CFD Bonds. After the CFD Conversion Date for an Improvement Area the City has the right in its sole discretion to issue Second Tranche CFD Bonds in such Improvement Area as set forth in this Financing Plan. Subject to the Tax Laws, the CFD Act, and Section 2.4(g), after the CFD Conversion Date for an Improvement Area, Second Tranche CFD Bond proceeds and Remainder Taxes in such Improvement Area shall be used in the following order of priority:

(i) Shoreline Improvement Costs;

(ii) Future Sea Level Rise Improvement Costs with respect to Future Sea Level Rise Improvements in the vicinity of the Project Site; and

(iii) Additional Community Facilities Costs.

On or before each April 1 after the CFD Conversion Date, Developer may present the City with a proposed budget for Shoreline Improvement Costs to be financed by Second Tranche CFD Bond proceeds and Remainder Taxes in each Improvement Area for which the CFD Conversion Date has occurred. Developer and the City shall meet and confer in good faith with respect to such budget. Such budget shall be subject to the approval of the City to confirm that (1) the costs included therein are consistent with the definition of Shoreline Improvement Costs and that the amounts and timing therein are consistent with the Tax Laws and the CFD Act and (2) the budget for items in clause (i) of the definition of Shoreline Improvements is consistent with satisfying reasonable maintenance, repair and replacement standards of similar projects in San Francisco and meeting applicable Project requirements (including applicable Law, the

Approvals, the Port Lease and the CC&Rs), such approval not to be unreasonably withheld, conditioned or delayed. After the payment or reservation in a fiscal year of Shoreline Improvement Costs pursuant to such fiscal year's budget and consistent with this Agreement, the City shall determine the use of such remaining Second Tranche CFD Bond proceeds and Remainder Taxes in such fiscal year for the purposes in clauses (ii) and (iii) in its sole discretion. If Shoreline Improvement Costs are to be funded under such budget but are not then ready for payment, the Special Taxes necessary, or annual Special Tax capacity necessary to secure Second Tranche CFD Bonds, to pay for such Shoreline Improvement Costs shall be reserved to pay for such Shoreline Improvement Costs before paying for items of lower priority. Any Second Tranche CFD Bonds issued to fund items in clauses (ii) and (iii) shall be sized based on a Special Tax revenue stream that does not include the higher-priority budgeted amounts.

(g) Office of Public Finance. All decisions by the City regarding the issuance of CFD Bonds shall be made following consultation with the City's Office of Public Finance.

(h) Federal Tax Law. Developer and the City acknowledge that if the CFD Bonds finance improvements to the Port real property that is subject to the Port Lease, or if the CFD Bonds finance improvements to privately-owned property, then interest on the CFD Bonds may be subject to federal income taxation.

2.5 Use of Proceeds

(a) First Tranche CFD Bond Proceeds. Subject to the Tax Laws, the CFD Act, and the CFD Goals, First Tranche CFD Bond proceeds shall be used in the following order of priority: (i) to fund required reserves and pay costs of issuance; (ii) to fund capitalized interest amounts, if any are requested by Developer; and (iii) to pay costs in the priority set forth in Section 2.5(c). Any First Tranche CFD Bond proceeds remaining after the deposits required by the preceding clauses (i) and (ii) shall be deposited into the CFD Bonds Project Account as designated in the applicable Indenture.

(b) Qualified Project Costs; Additional Community Facilities. By this Financing Plan, the City pledges the proceeds of First Tranche CFD Bonds and Second Tranche CFD Bonds on deposit in each CFD Bonds Project Account or as otherwise provided in the applicable Indenture to finance the costs described in this Financing Plan. In addition, the City further pledges all Remainder Taxes on deposit in each Remainder Taxes Project Account to finance the costs described in Section 2.3(h). In furtherance of this pledge, the City shall levy Facilities Special Taxes in each Fiscal Year in strict accordance with the applicable RMA and this Financing Plan.

(c) Priority of Proceeds Prior to CFD Conversion Date. Subject to the Tax Laws and the CFD Act, the proceeds of First Tranche CFD Bonds shall be applied for the following purposes in the following priority:

(i) Qualified Project Costs;

(ii) For costs of maintenance, repair, replacement and operation of improvements in the Project Site, to the extent Qualified;

(iii) To be held as a reserve for Qualified Project Costs; and

(iv) Additional Community Facilities Costs.

(d) Use of Remainder Taxes. Subject to the Tax Laws and the CFD Act, Remainder Taxes shall be used as set forth in Section 2.3(h).

2.6 Miscellaneous CFD Provisions

(a) Change Proceedings. Subject to the limitations in this Financing Plan, the Tax Laws and the CFD Act, the City shall not reject unreasonably Developer's request to conduct Change Proceedings under the CFD Act to: (i) make any changes to an RMA, including amending the rates and method of apportionment of Facilities Special Taxes; (ii) increase or decrease the authorized bonded indebtedness limit within the CFD (or any Improvement Area therein); (iii) annex property that was not identified as Future Annexation Area into the CFD (or any Improvement Area therein); (iv) add additional public capital facilities; or (v) take other actions reasonably requested by Developer; provided however, that Developer acknowledges that the City may reject in its sole discretion Developer's requested changes in such Change Proceedings if such request would (x) reduce the Facilities Special Tax rates below an amount that will produce the share of the Base Aggregate Facilities Special Tax Revenues expected from such Improvement Area or the Contingent Special Tax revenues below the amount established under Section 2.3(e)(iii) or (y) adversely affect the issuance or amount of Second Tranche Bonds as provided in this Financing Plan. Except as set forth in the previous sentence, for purposes of this Section 2.6(a), the City agrees that none of the following changes shall be deemed to adversely affect the ability of the City to issue Second Tranche CFD Bonds: (x) increasing Project Special Tax rates for any land use classification; (y) increasing the authorized bonded indebtedness limit; and (z) authorizing the financing of additional public capital facilities.

(b) Maintaining Levy of CFD Financing. Under section 3 of article XIIIC of the California Constitution, voters may, under certain circumstances, vote to reduce or repeal the levy of special taxes in a community facilities district. However, section 9 of article I of the California Constitution prohibits the passage of a law resulting in an impairment of contract. The purpose of this Section 2.6(b) is to give notice that: (i) the Development Agreement (including this Financing Plan) is a contract between Developer and the City; (ii) the financing of Qualified Project Costs and Additional Community Facilities Costs through the application of CFD Bond proceeds (which are secured by Facilities Special Taxes) and Remainder Taxes is an essential part of the consideration for the Development Agreement; (iii) if approved, the financing of Ongoing Maintenance Services through the application of Services Special Taxes and otherwise as set forth in this Financing Plan is an essential part of the consideration for the Development Agreement; (iv) the ability to collect the Contingent Services Special Tax upon the occurrence of a Contingent Trigger Event is essential for the maintenance of

the Project; and (v) any reduction in the City's ability to levy and collect Project Special Taxes would materially impair the Development Agreement. To further preserve the Development Agreement, the City agrees that: (y) until all First Tranche CFD Bonds have been repaid in full or defeased before maturity for any reason other than a refunding, and except as otherwise provided in this Financing Plan, it shall not initiate or conduct proceedings under the CFD Act to reduce Project Special Tax rates without Developer's written consent or if not otherwise legally compelled to do so (e.g., by a final order of a court of competent jurisdiction); and (z) if the voters adopt an initiative ordinance under section 3 of article XIIIC of the California Constitution that purports to reduce, repeal, or otherwise alter Project Special Tax rates before all First Tranche CFD Bonds have been repaid in full or defeased before maturity for any reason other than a refunding, the City shall meet and confer with Developer to consider commencing and pursuing reasonable legal action to preserve the City's ability to comply with this Financing Plan.

(c) Covenant to Foreclose. The City shall covenant with CFD bondholders to foreclose the lien of delinquent Facilities Special Taxes consistent with the general practice for community facilities districts in California and otherwise as determined by the City in consultation with its underwriter or financial advisor for the CFD Bonds and other consultants, subject to applicable laws.

(d) Reserve Fund Earnings. The Indenture for each issue of First Tranche CFD Bonds shall provide that earnings on any reserve fund that are not then needed to replenish the reserve fund to the reserve requirement shall be transferred to: (i) the applicable CFD Bonds Project Account for allowed uses until it is closed in accordance with such Indenture; then (ii) the debt service fund held by the Fiscal Agent under such Indenture.

(e) Authorization of Reimbursements. The City shall take all actions necessary to satisfy section 53314.9 of the Government Code or any similar statute subsequently enacted to use First Tranche CFD Bond proceeds and Remainder Taxes to reimburse Developer for: (i) CFD formation and First Tranche CFD Bond issuance deposits; and (ii) advance funding of Qualified Project Costs.

(f) Material Changes to the CFD Act. The City and Developer shall negotiate in good faith as to a substitute public financing program equivalent in nature and function to CFDs if there are material changes to the CFD Act after the Reference Date that make CFD Bonds or Project Special Taxes unavailable or severely impair their use as a source for financing Qualified Project Costs, Additional Community Facilities Costs, Ongoing Maintenance Services Costs or Contingent Services Costs.

(g) CFD Goals. Until the final CFD Conversion Date for the CFD as a whole (and each Improvement Area therein), the City shall not change or amend the CFD Goals as they apply to the CFD or the Project to the extent such changes or amendments could reasonably be expected to adversely impact the Project, are inconsistent with this Financing Plan or conflict with the Development Agreement unless such changes or amendments are required under the Mello-Roos Act or other

controlling State or federal law or as otherwise approved by Developer in its sole discretion.

(h) Private Placement of CFD Bonds. Subject to Board of Supervisors approval, upon Developer's written request, the City shall consider selling CFD Bonds in a private placement to a small number of investors (which may include Developer and its Affiliates). In connection with any such private placement, the City and the investors may agree upon terms regarding the security of the CFD Bonds other than as required by this Agreement, including the three to one (3:1) value-to-lien ratio of Section 2.4(c); provided, however, any CFD Bonds must have a required debt service coverage ratio of one hundred ten percent (110%), unless otherwise approved by the City and Developer. Consistent with the CFD Goals, the City shall consider the appropriate categories of investors for any such CFD Bonds.

(i) No Credit Enhancement. The City shall not, under any circumstances, require Developer or any property owner in the CFD (or any Improvement Area therein) to provide a letter of credit or other credit enhancement as security for the payment of Project Special Taxes in the CFD (or any Improvement Area therein) in connection with the issuance of CFD Bonds or otherwise.

(j) Acquisition and Reimbursement Agreement. Contemporaneously with the formation of the CFD, Developer and the City shall enter into the Acquisition and Reimbursement Agreement that shall apply to the acquisition and construction of the authorized improvements for the CFD. The Acquisition and Reimbursement Agreement shall be structured so that it is automatically applicable to any financing by special taxes levied in, or CFD Bonds issued for, all phases of the Project and in each Improvement Area, without requiring any modifications to the Acquisition and Reimbursement Agreement or any further approvals by the City. The Acquisition and Reimbursement Agreement shall contain an acknowledgment by the City and Developer as to the following:

(i) Developer may be constructing authorized improvements before CFD Bond proceeds and Remainder Taxes (together, "**Funding Sources**") that will be used to acquire them are available;

(ii) The City shall inspect such improvements and process payment requests even if Funding Sources for the amount of pending payment requests are not then sufficient to satisfy them in full;

(iii) Authorized improvements may be conveyed to and accepted by the City or other Governmental Entity before the applicable payment requests are paid in full;

(iv) The unpaid balance of applicable payment requests shall be paid when sufficient Funding Sources become available, whether or not at such time the City or other Governmental Entity has accepted the relevant improvements, to the extent permitted by section 53313.51 of the Mello-Roos Act, and such payments may be made:

(A) in any number of installments as Funding Sources become available; (B) irrespective of the length of time payment is deferred; and (C) except with respect to the final payment for any improvement, prior to formal acceptance by the Governmental Entity of the improvements that are the subject of such payment requests; and

(v) Developer's conveyance or dedication of authorized improvements to the City or other Governmental Entity before the availability of Funding Sources to acquire such improvements is not a dedication or gift or a waiver of Developer's right to payment of such improvements under this Financing Plan or the Acquisition and Reimbursement Agreement.

(k) No Other Land-Secured Financings. Except to the extent permitted by section 3.12.2 of the Development Agreement, the City shall not initiate the formation of any land-secured financing district involving the levy of special taxes or assessments on property in the Project.

(l) Annexation of Future Annexation Property. Property identified in the boundary map for the CFD as "Future Annexation Area" may be annexed into the CFD into the initial Improvement Area, into another previously existing Improvement Area that was created after the formation of the CFD, or into a new Improvement Area, in any case upon submission of a unanimous written approval of the property owner(s) of the property to be annexed. The Future Annexation Area property shall be annexed from time to time upon the submission of the unanimous written approval of the property owner(s) of the property to be annexed pursuant to the CFD Act according to the procedures established by the Board of Supervisors in the CFD formation proceedings. Developer shall complete the annexation process for a phase of the Project before approval by the City of the related Development Phase Application.

2.7 Contingent Services Special Taxes

(a) Covenants. Developer agrees that the CC&R's will provide that to the extent voters ever reduce or eliminate the Contingent Services Special Taxes, each owner shall pay a fee equal to such owner's proportionate share of the Contingent Services Costs required to perform the Contingent Services to the standard described below in the applicable Fiscal Year, not to exceed the amount of Contingent Services Special Taxes that such owner would have been required to pay (if any) for such Fiscal Year pursuant to the applicable RMA absent such reduction or elimination, less (if the Contingent Services Special Taxes are reduced but not eliminated) any amount of Contingent Services Special Taxes that such owner is required to pay for such Fiscal Year. For purposes of this Section 2.7, the applicable standard shall be (i) with respect to the Port Lease, the standard required pursuant to the Port Lease with respect to the maintenance, repair, replacement and operation of Privately-Owned Community Improvements, Infrastructure, Parks and Open Spaces and Public Improvements developed on the Port Lease Property, and (ii) with respect to the Craig Lane REA, the standard required pursuant to the Craig Lane REA with respect to the maintenance, repair, replacement or operation of Craig Lane as defined in the REA.

2.8 CFD Limitations

(a) Authorized Funding with Facilities Special Taxes and CFD Bonds. The City and Developer agree that the CFD shall be formed so that the proceeds of CFD Bonds and Remainder Taxes may be applied to accomplish, as applicable, the following goal in the manner set forth in this Financing Plan: to finance (i) Qualified Project Costs; and (ii) Additional Community Facilities Costs. To accomplish this goal, and subject to the limitations set forth in this Section 2.8, and in light of the Base Aggregate Facilities Special Tax Revenues and the CFD Goals:

(i) the CFD (and each Improvement Area) shall be authorized to finance Qualified Project Costs and Additional Community Facilities Costs; and

(ii) the amount of authorized bonded indebtedness shall be established to allow the issuance of the First Tranche CFD Bonds to finance Qualified Project Costs and the Second Tranche CFD Bonds to finance Additional Community Facilities Costs. Nothing in this Section 2.8(a) is intended to suggest that the proceeds of CFD Bonds and Remainder Taxes may not be applied to accomplish the other purposes described in this Financing Plan.

(b) Authorized Uses. Until the CFD Conversion Date for an Improvement Area, CFD Bonds for such Improvement Area shall be issued exclusively to finance the items described in, and in the order of priority set forth in, Section 2.5(c). After the CFD Conversion Date for an Improvement Area, CFD Bonds for such Improvement Area shall be issued exclusively to finance the items described in, and in the order of priority set forth in, Section 2.4(f).

(c) Bond Issuance Limits. The City and Developer agree that the City shall not be obligated to issue First Tranche CFD Bonds (including refunding bonds) for an Improvement Area with a final maturity of later than the date that is forty-two (42) years after the issuance of the first series of First Tranche CFD Bonds for such Improvement Area without the approval of Board of Supervisors in its sole discretion. Unless otherwise approved by the City and Developer, any CFD Bonds issued to refund First Tranche CFD Bonds shall comply with applicable provisions of the CFD Act pursuant to which refunding bonds shall not result in a reduction of the total authorized amount of the bonded indebtedness of the Improvement Area and, in any event, the final maturity date of the refunding bonds shall not exceed the latest maturity date of the First Tranche CFD Bonds being refunded. The previous sentence shall not prevent the issuance of a series of First Tranche CFD Bonds for new money and refunding purposes, so long as the portion of the First Tranche CFD Bonds attributable to the refunding purpose meets the requirements of the previous sentence.

(d) Ongoing Maintenance Services Costs. Notwithstanding the other provisions of this Section 2.8, Developer and the City may agree at the time of CFD formation to allow Ongoing Maintenance Service Costs to be paid with Remainder Taxes before or after the CFD Conversion Date.

3. INTERPRETATION; DEFINITIONS

3.1 Interpretation of Agreement

(a) Development Agreement. This Financing Plan is a part of the Development Agreement and is subject to all of its general terms, including the rules of interpretation and section 14.21 thereof (related to approvals).

(b) Inconsistent Provisions. Developer and the City intend for this Financing Plan to prevail over any inconsistent provisions relating to the financing structure for the Project and their respective financing-related obligations in any other agreement between them related to the Project, including other provisions of the Development Agreement.

3.2 Defined Terms

(a) Definitions. The following terms have the meanings given to them below or are defined where indicated.

"**100% Affordable Units**" is defined in the Housing Plan.

"**Acquisition and Reimbursement Agreement**" means the agreement between Developer and the City governing the terms of the City's acquisition of authorized improvements and reimbursement of Qualified Project Costs and any other cost paid by Developer and authorized to be financed under this Financing Plan to the extent Qualified, as the same may be modified or amended from time to time.

"**Additional Community Facilities**" means facilities financed by the City with Second Tranche CFD Bonds and, after the CFD Conversion Date, Remainder Taxes, in any case under applicable law, in the manner set forth in this Financing Plan and that are limited to (i) public facilities (located on public or private property) that serve the Project Site, including maintenance, restoration, rehabilitation, reconstruction or replacement of facilities previously financed under this Financing Plan, (ii) Future Sea Level Rise Improvements and (iii) Shoreline Improvements. For the avoidance of doubt, Additional Community Facilities also may be financed by First Tranche CFD Bonds and Remainder Taxes prior to the CFD Conversion Date as set forth in this Financing Plan.

"**Additional Community Facilities Costs**" means the hard and soft costs of the Additional Community Facilities, all to the extent that they are Qualified.

"**Affiliate**" is defined in the Development Agreement.

"**Base Aggregate Facilities Special Tax Revenues**" is defined in Section 2.3(e)(i).

"**Board of Supervisors**" is defined in the Development Agreement.

"**CFD**" means a community facilities district formed under the CFD Act and this Financing Plan to finance Qualified Project Costs, Additional Community Facilities Costs, Ongoing Maintenance Services Costs (if a Services Special Tax is approved or otherwise as permitted in this Financing Plan), and Contingent Services Costs (upon the occurrence of a Contingent Trigger Event), all to the extent provided herein.

"**CFD Act**" means the San Francisco Special Tax Financing Law (Admin. Code ch. 43, art. X), which incorporates the Mello-Roos Act, as amended from time to time.

"**CFD Bonds**" means (i) if a CFD is formed without Improvement Areas, one or more series of bonds (including refunding bonds) secured by the levy of Facilities Special Taxes in the CFD, including First Tranche CFD Bonds and Second Tranche CFD Bonds, or (ii) if a CFD is formed with Improvement Areas, one or more series of bonds (including refunding bonds) secured by the levy of Facilities Special Taxes within an Improvement Area, including First Tranche CFD Bonds and Second Tranche CFD Bonds.

"**CFD Bonds Project Account**" means the funds or accounts, however denominated, held by the Fiscal Agent under an Indenture containing the CFD Bond proceeds to be used to finance Qualified Project Costs, Additional Community Facilities Costs and other authorized uses as set forth in this Financing Plan.

"**CFD Conversion Date**" means, calculated separately for each Improvement Area if Improvement Areas have been designated within the CFD, the earliest to occur of (i) the date that all Qualified Project Costs have been paid or reimbursed to Developer for the Project as a whole, or (ii) the date that is forty-two (42) years after the issuance of the first series of First Tranche CFD Bonds in such Improvement Area.

"**CFD Goals**" means the Local Goals and Policies for Community Facilities Districts, approved by Board of Supervisors Resolution No. 387-09 in effect on the Reference Date, and, subject to Section 2.6(g), as amended from time to time.

"**Change Proceedings**" means proceedings under section 53332 of the Mello-Roos Act initiated by Developer's petition.

"**City**" is defined in the Development Agreement.

"Contingent Services" means maintenance, repair, replacement and operation of (i) with respect to the circumstances described in clauses (i) and (iii) of the definition of Contingent Trigger Event, Privately-Owned Community Improvements, Infrastructure, Parks and Open Spaces and Public Improvements, in each case, developed by Developer or the Port Property Maintenance Party on the Port Lease Property, and (ii) with respect to the circumstances described in clause (ii) of the definition of Contingent Trigger Event, Craig Lane.

"**Contingent Services Costs**" means the costs of maintenance, repair, replacement and operation of (i) with respect to the circumstances described in clauses

(i) and (iii) of the definition of Contingent Trigger Event, the Contingent Services described in clause (i) of the definition of Contingent Services, and (ii) with respect to the circumstances described in clause (ii) of the definition of Contingent Trigger Event, the Contingent Services described in clause (ii) of the definition Contingent Services, all to the extent that they are Qualified, and in any event only to the extent that such costs have not been financed by Developer or the Port Property Maintenance Party (through a property owner association or otherwise).

"Contingent Services Special Taxes" means a special tax levied under an RMA that will be used to finance costs as set forth in this Financing Plan, including all delinquent Contingent Services Special Taxes collected at any time by payment or through foreclosure proceedings.

"Contingent Trigger Event" means that (i) the Tenant under and as defined in the Port Lease has committed an Event of Default under and as defined in the Port Lease with respect to the maintenance, repair, replacement or operation of the Privately-Owned Community Improvements, Infrastructure, Parks and Open Spaces and Public Improvements developed by Developer within the Port Lease Property and the Port has determined in its reasonable discretion that it requires the Contingent Services Special Taxes to pay for such maintenance, repair or replacement pursuant to the standards of Section 2.7(a), (ii) Developer under and as defined in the Craig Lane REA as the "PPS Master Developer" has committed an Event of Default under and as defined in the Craig Lane REA with respect to the maintenance, repair, replacement or operation of Craig Lane and the Port has determined in its reasonable discretion that it requires Contingent Services Special Taxes to pay for its performance of such maintenance, repair, replacement or operation pursuant to the standards of Section 2.7(a) or (iii) pursuant to the terms of any Port Lease described in clause (ii) of the definition of the Port Lease, Contingent Services Special Taxes are expressly permitted by Port Property Maintenance Party (as defined below) and Port to be levied and utilized as provided herein and under the Port Lease, all as more particularly described in the Port Lease.

"**CPI**" means the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-Hayward region (base years 1982-1984=100) published by the United States Department of Labor's Bureau of Labor Statistics or if such index is no longer published, some other index approved by the City and Developer.

"**Craig Lane**" is defined in the Craig Lane REA.

"**Craig Lane REA**" means a Reciprocal Easement Agreement between Developer, the Port and other Persons entered into pursuant to the Port Lease, as amended from time to time.

"**Development Agreement**" is defined in the preamble.

"**Developed Property**" means, as will be set forth in each RMA, for the Facilities Special Tax, the Services Special Tax (if any), and the Contingent Services Special Tax

(when applicable), in any Fiscal Year, a Taxable Parcel on which there will be new development under the Development Agreement for which a certificate of occupancy has been issued on or before June 30 of the preceding Fiscal Year. A certificate of occupancy means the first certificate, including any temporary certificate of occupancy, issued by the City confirming that all or a portion of a building can be occupied for residential or non-residential use. A certificate of occupancy following rehabilitation, relocation, or other work not constituting permanent new development under the Development Agreement shall not be included.

"**Developer**" is defined in the Development Agreement.

"**Developer Property**" is defined in the Development Agreement. For the avoidance of doubt, the Developer Property does not include the Port Lease Property.

"**Exempt Parcel**" means (i) real property owned by the City or any other Governmental Entity, (ii) 100% Affordable Units, and (iii) parks, open space, landscaping, and streets, whether publicly or privately owned. Exempt Parcel does not include an assessor's parcel that, immediately prior to the acquisition by the City or other Governmental Entity, was a Taxable Parcel that City or any other Governmental Entity acquires by gift, devise, negotiated transaction, or foreclosure (including by way of credit bidding), or an assessor's parcel that, immediately prior to the acquisition by the City, was a Taxable Parcel that City acquires under any right of reverter.

"**Facilities Special Tax**" means a special tax levied under an RMA that will be used to finance costs as set forth in this Financing Plan, including all delinquent Facilities Special Taxes collected at any time by payment or through foreclosure proceedings.

"**Facilities Special Tax Requirement**" means, as set forth in each RMA, the amount of Facilities Special Taxes required in any Fiscal Year to fund (i) debt service on CFD Bonds (not including capitalized interest), (ii) replenishment of the reserve fund, (iii) administrative costs and (iv) to the extent that it does not increase the Facilities Special Taxes levied against Undeveloped Property, (a) costs authorized to be financed by this Financing Plan and (b) when agreed by the City and Developer, Ongoing Maintenance Services Costs.

"**Financing Plan**" is defined in the preamble.

"**First Tranche**" means one or more series of CFD Bonds (including refunding bonds) issued prior to the applicable CFD Conversion Date and secured by the levy of Facilities Special Taxes.

"**Fiscal Agent**" means the fiscal agent or trustee under an Indenture.

"**Fiscal Year**" means the period commencing on July 1 of any year and ending on the following June 30.

"**Funding Sources**" is defined in Section 2.6(j)(i).

"**Future Annexation Area**" means the geographic area designated at CFD formation as an area for future annexation to the CFD, as provided in the Mello-Roos Act.

"**Future Sea Level Rise Improvements**" means future improvements deemed necessary or appropriate by the City to ensure that the shoreline, related public or publicly accessible facilities (located on public or private property), and public access improvements will be protected should sea level rise at or near the Project Site.

"**Future Sea Level Rise Improvement Costs**" means the hard and soft costs of the Future Sea Level Rise Improvements, all to the extent that they are Qualified.

"**Governmental Entity**" means a Federal, State, or local governmental agency, including the City and the Port.

"**Housing Plan**" means the housing plan attached as Exhibit D to the Development Agreement.

"**Improvement Area**" means an improvement area within the CFD designated pursuant to section 53350 of the Mello-Roos Act. Any reference in this Financing Plan to an Improvement Area shall be deemed references to the CFD as a whole if the CFD is formed without Improvement Areas.

"**Inclusionary Units**" is defined in the Housing Plan.

"**Indenture**" means one or more indentures, trust agreements, fiscal agent agreements, financing agreements, or other documents containing the terms of any indebtedness that is secured by a pledge of and to be paid from Facilities Special Taxes.

"**Mello-Roos Act**" means the Mello-Roos Community Facilities Act of 1982 (Cal. Gov't Code §§ 53311-53368), as amended from time to time.

"**Official Records**" is defined in the Development Agreement.

"**Ongoing Maintenance Services**" means the maintenance, repair, replacement and operation of improvements in the Project from the Services Special Taxes, if any.

"**Ongoing Maintenance Services Costs**" means the hard and soft costs of the Ongoing Maintenance Services, all to the extent that they are Qualified.

"**Parties**" is defined in the Development Agreement.

"**Person**" is defined in the Development Agreement.

"**Port Lease**" means (i) that certain Ground Lease by and between California Barrel Company LLC, a Delaware limited liability company, as tenant, and the Port, as

landlord, dated on or about the Reference Date, for the Port Lease Property, as amended, extended, supplemented or restated as of the date of determination, or (ii) following the expiration and termination of the Ground Lease described in clause (i), any other agreement (if any) between a Port Property Maintenance Party and the Port pursuant to which Port Property Maintenance Party agrees to maintain, repair or replace the Infrastructure, Parks and Open Spaces and Public Improvements, in each case, developed by Developer on the Port Lease Property.

"**Port Lease Property**" means the portion of the Project Site owned by the Port and leased under the Port Lease.

"**Port Property Maintenance Party**" means the initially named Developer or its successor with respect to the Port Lease Property (for the avoidance of doubt, including its Management Association successor, as applicable).

"**Principal Payment Date**" means, (i) if CFD Bonds have not yet been issued, September 1 of each year, and (ii) if CFD Bonds have been issued, the calendar date on which principal or sinking fund payments on the CFD Bonds are, in any year, payable (for example, if the principal amount of CFD Bonds are payable on September 1, the Principal Payment Date shall be September 1, regardless of whether principal payments are actually due in any particular year).

"**Project**" is defined in the Development Agreement.

"**Project Costs**" means the hard and soft costs of developing the Project, including the Infrastructure, Parks and Open Spaces, Public Improvements and Privately-Owned Community Improvements.

"**Project Site**" is defined in the Development Agreement.

"**Project Special Taxes**" means, collectively, the Facilities Special Taxes, the Services Special Taxes (if any), and the Contingent Services Special Taxes (when authorized) in each Improvement Area.

"**Qualified**" means, with reference to any costs (including Project Costs, Additional Community Facilities Costs, Contingent Services Costs and Ongoing Maintenance Services Costs), that they are authorized to be financed under the CFD Act, the Tax Laws (if applicable), and this Financing Plan. For the avoidance of doubt, costs may be Qualified under Tax Laws on a tax-exempt or taxable basis.

"**Reference Date**" is defined in the Development Agreement.

"**Remainder Taxes**" means, as calculated between September 1st and December 31st of any Fiscal Year, all Facilities Special Taxes that were collected in an Improvement Area in the prior Fiscal Year and were not needed to pay: (a) debt service on the outstanding CFD Bonds for such Improvement Area, as applicable, due in the calendar year that begins in the Fiscal year in which the Remainder Special Taxes were levied, if

any; (b) priority and any other reasonable administrative costs for such Improvement Area payable in that Fiscal Year; (c) amounts levied to replenish the applicable reserve fund as of the Principal Payment Date, including amounts reserved for reasonable anticipated delinquencies, if any; and (d) amounts needed to pay periodic costs on CFD Bonds for such Improvement Area, including liquidity support and rebate payments on CFD Bonds for such Improvement Area.

"**Remainder Taxes Project Account**" is a separate account created by or on behalf of City for each Improvement Area of the CFD and maintained by or on behalf of City to hold all Remainder Taxes generated from such Improvement Area, to be used as set forth in this Financing Plan.

"**RMA**" means the rate and method of apportionment of special taxes for the CFD (if no Improvement Areas are designated) or for each Improvement Area of the CFD (if Improvement Areas are designated), approved in accordance with the CFD Act.

"**Second Tranche**" means one or more series of CFD Bonds issued after the applicable CFD Conversion Date and secured by the levy of Facilities Special Taxes.

"**Services Special Tax**" means, if requested by Developer, a special tax levied under an RMA that will be used to finance costs as set forth in this Financing Plan, including all delinquent Services Special Taxes collected at any time by payment or through foreclosure proceedings.

"**Shoreline Area**" means the publicly-accessible parks and open space areas in the Project Site east of Delaware Street (i.e., the areas described as "Waterfront Open Spaces" in section 4.16 of the Design for Development attached to the Development Agreement). Shoreline Area shall not include the structure known as the "Stack", or any office/life-science, hotel, or residential building located east of Delaware Street.

"**Shoreline Improvement Costs**" means the hard and soft costs of the Shoreline Improvements, including the costs of undertaking and performing work in accordance with the Facilities Condition Report(s) applicable to the Shoreline Area, all to the extent that they are Qualified.

"**Shoreline Improvements**" means (i) the maintenance, repair, and replacement of improvements in the Shoreline Area undertaken following Completion of the initial Improvements to that area required under the Development Agreement and (ii) Future Sea Level Rise Improvements at the Project Site.

"**State**" is defined in the Development Agreement.

"**Tax Laws**" means the Internal Revenue Code of 1986, as amended, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under said Internal Revenue Code, all as of the date of determination.

"**Taxable Parcel**" means, depending on the context, a lot or parcel within an Improvement Area (as shown on an assessor's parcel map with an assigned assessor's parcel number) that is not an Exempt Parcel.

"**Undeveloped Property**" means, in any Fiscal Year, Taxable Parcels in the CFD or an Improvement Area that are not Developed Property.

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. This 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 Development 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 Project will need to rely on revenues from office uses constructed by the Project to finance the affordable housing requirements of this Housing 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**" 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.

"**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 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.

"**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 restricted to a Housing Cost,

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 Reference 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.

"**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; and,

- 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

The Development Phase Application for each Development Phase 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 such 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; (c) the number of In-Lieu Fee Credits obtained by Developer; and (d) the number of 100% Affordable Unit Credits obtained by Developer; and,

- the average AMI calculated separately for Rental Units and For-Sale Units 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) 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 Housing 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 100% 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 Housing Parcel and located within the Development Phase in which the 100% Affordable Housing 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 Housing Project, Developer shall (i) receive one (1) 100% Affordable Unit Credit for each 100% Affordable Unit constructed within an 100% Affordable Housing Project, subtracted by (ii) the total number of 100% Affordable Unit Credits previously earned by Developer for such 100% Affordable Housing 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 Housing 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 MOHCD Manual. To the extent that the MOHCD Manual is inconsistent with or conflicts with the specific requirements of this Housing Plan, this Housing Plan shall govern and control. 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 Units 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 Development Phase 1, Developer shall commence to develop and diligently pursue completion of the 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. In the event of a conflict between the provisions of the Housing Plan and Section 415, the provisions of this Housing Plan shall govern and control. 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, defined, or are otherwise regulated by this Housing Plan or the Project SUD, 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 City's Capital Planning Committee. In the event of any inconsistencies regarding the collection of fees under Section 415 and this Housing Plan, 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 VII, within the timeframes described in this Section VII.

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 feet 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 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 City's Capital Planning Committee. Developer shall pay the Power Station Proportionality In-Lieu Fee for Developer's elected number of In-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 (as defined below). 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, in each case until such time that such Developer 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 *multiplied by* two (2) *multiplied by* 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 (as defined below). 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, in each case 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.

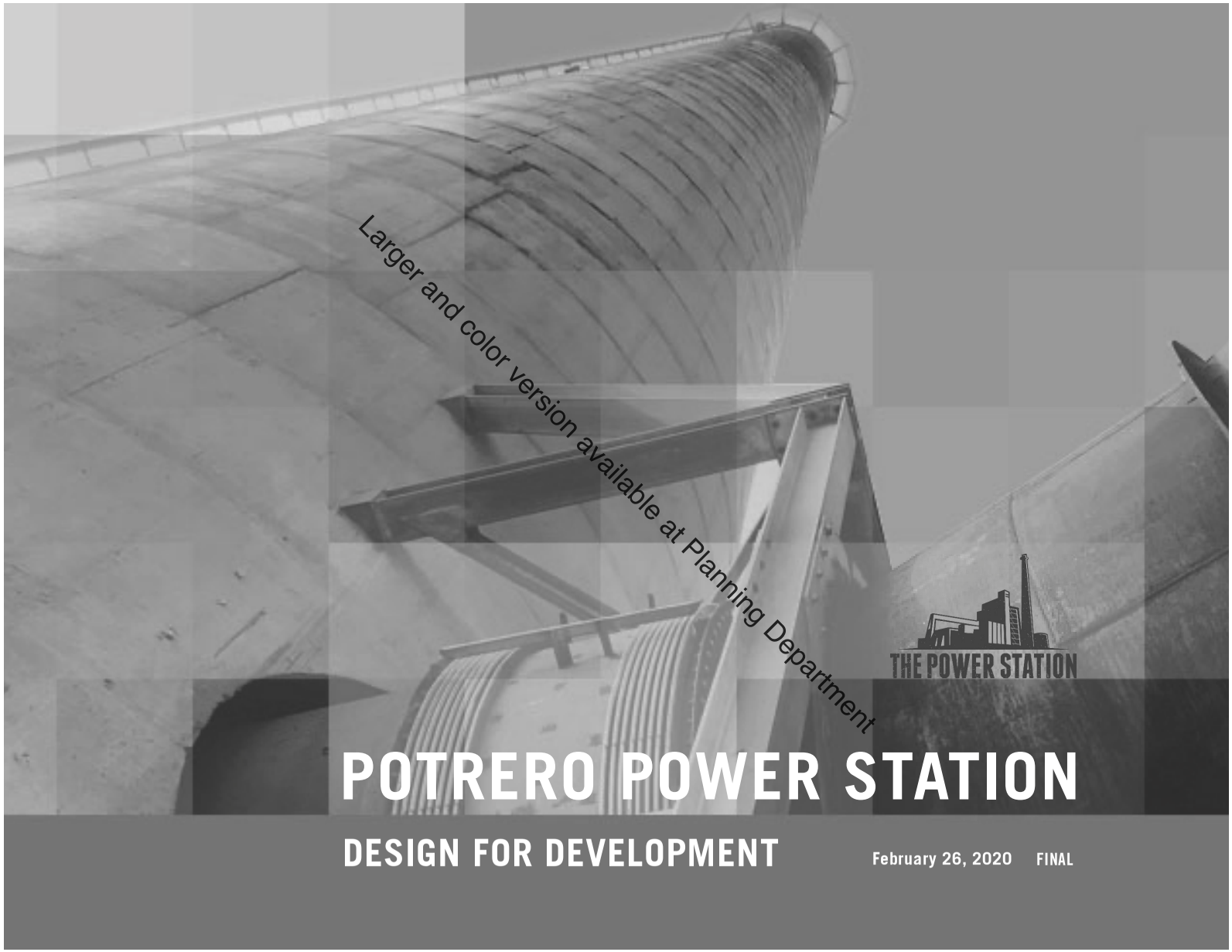
To MOHCD:

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



POTRERO POWER STATION

DESIGN FOR DEVELOPMENT

February 26, 2020 FINAL

Perkins&Will CMG cbg

THE POWER STATION

DESIGN FOR DEVELOPMENT

February 26, 2020

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

Larger and color versions available at Planning Department

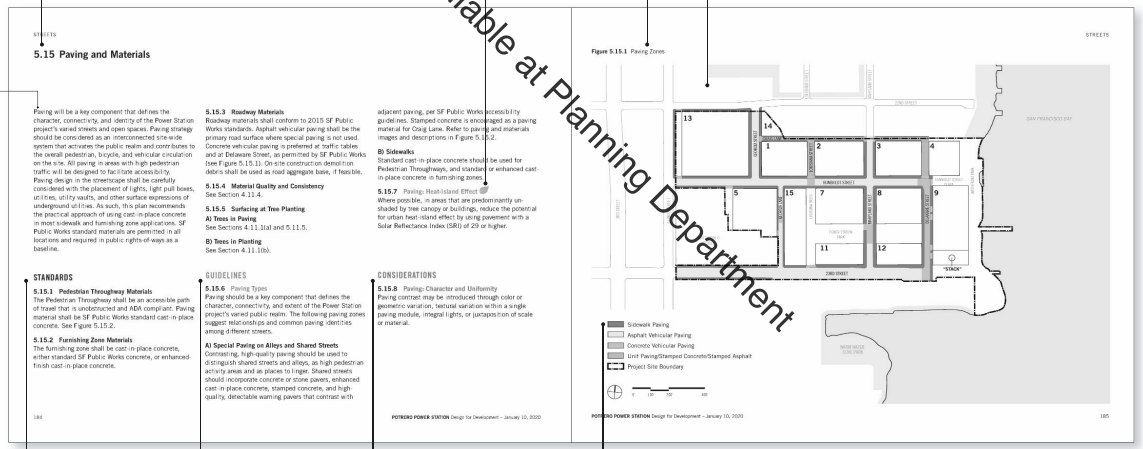
Sustainability-Related Controls

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 building (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: Avalon Capital

Section 1

PROJECT OVERVIEW

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).

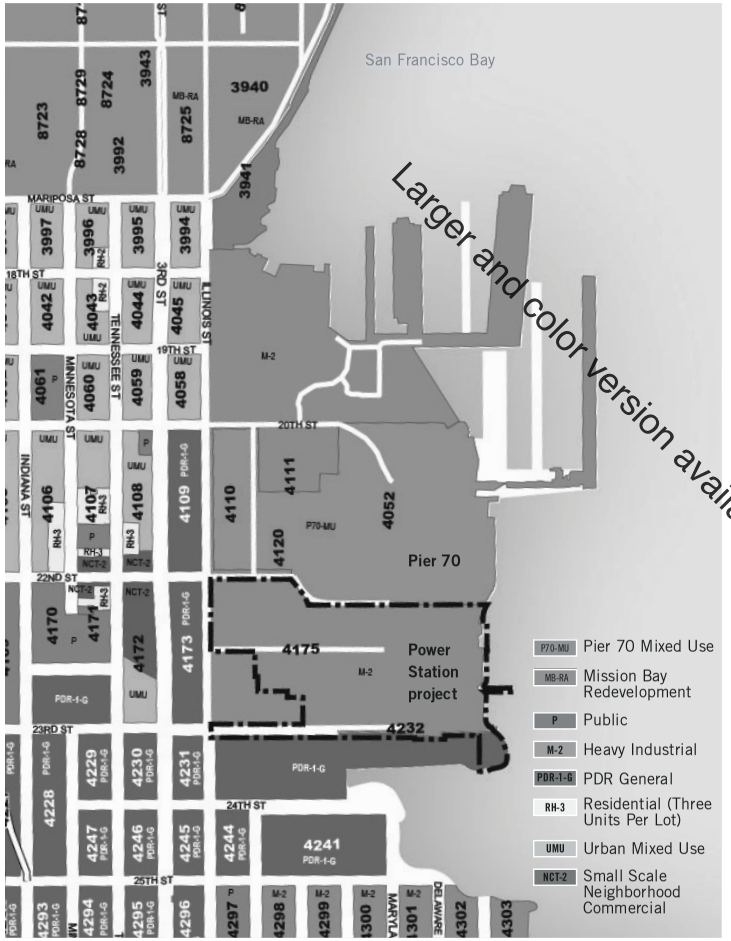


Figure 1.2.2 Current Surrounding Use Districts

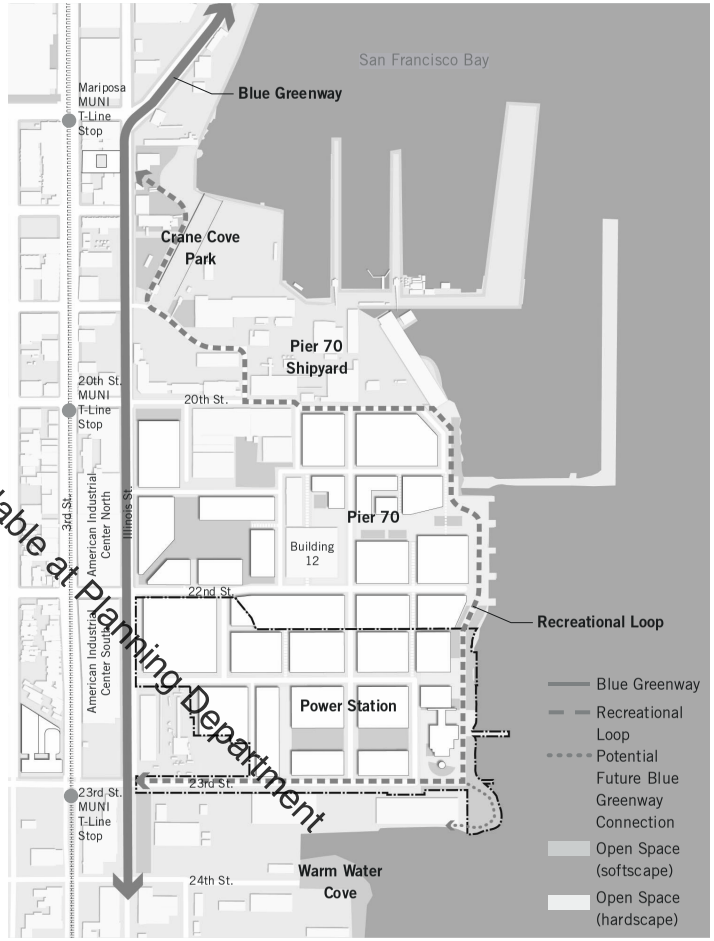


Figure 1.2.3 Future Open Space Network and Blue Greenway

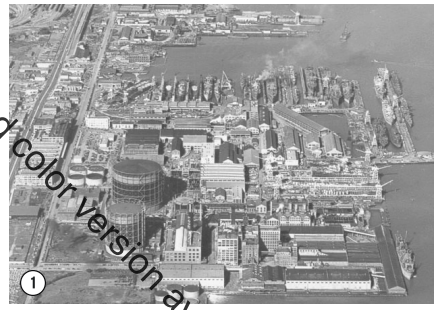
1.3 Site History

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.

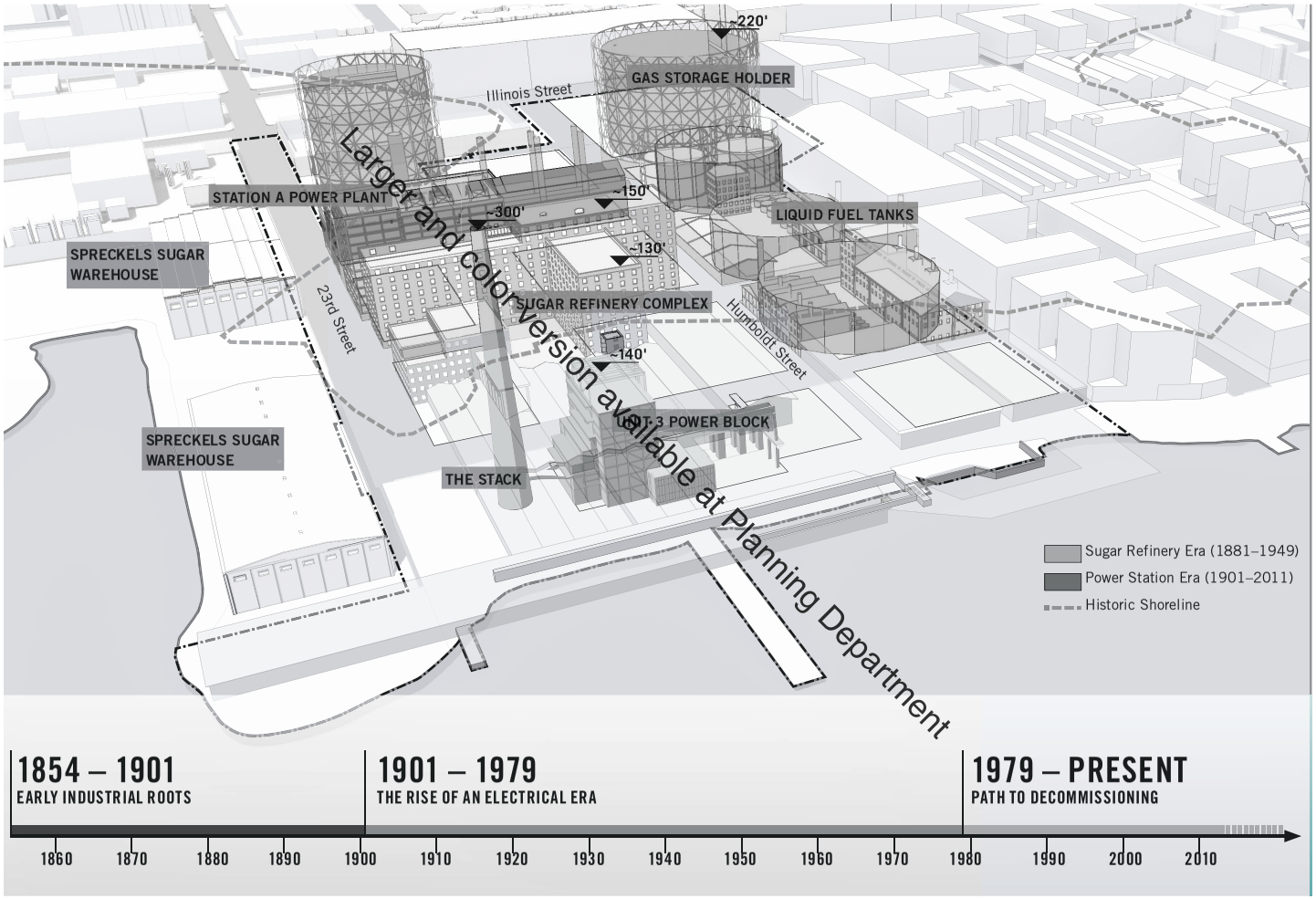
Station A was renovated in the 1930s and began using more natural gas than manufactured gas. In the 1960s, PG&E added the Unit 3 Power Generating Station ("Unit 3") to the site. Up until its closure in 2011, the Power Station site was responsible for generating approximately one third of San Francisco's 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)

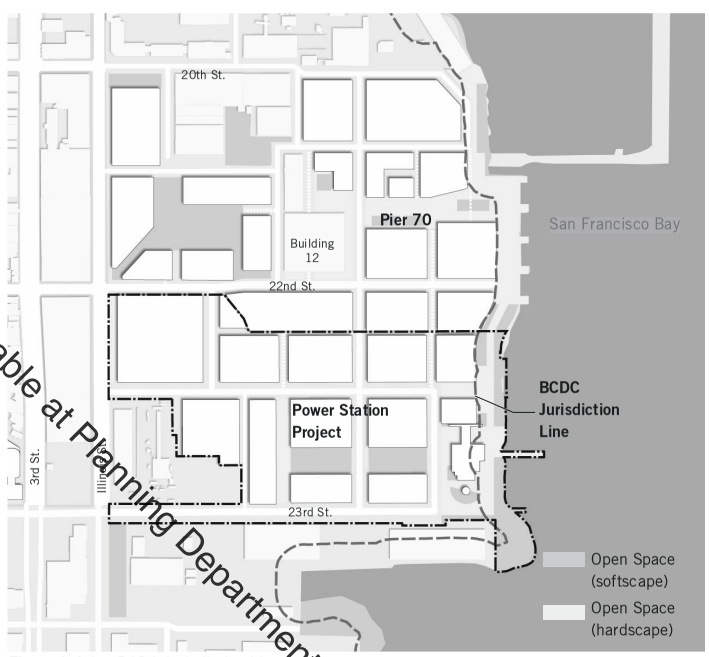


Figure 1.4.2 BCDC Jurisdiction Line

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.

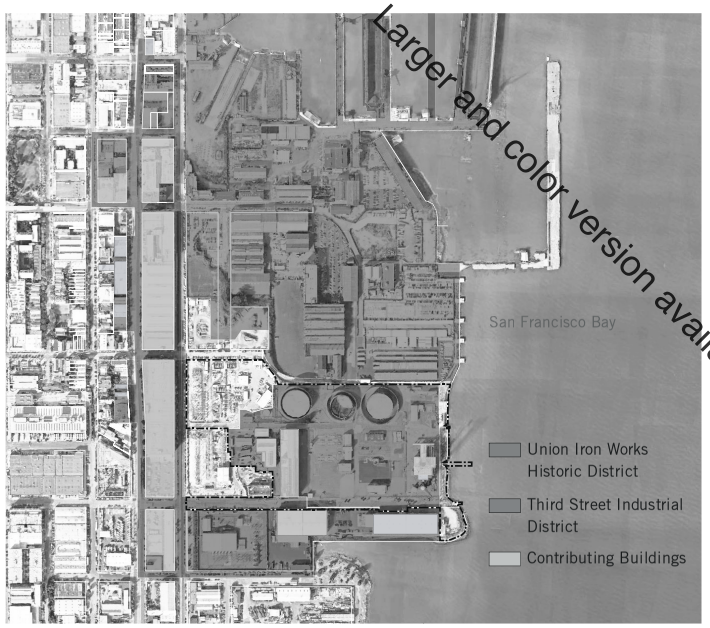


Figure 1.4.3 Third Street Industrial and Union Iron Works Historic Districts

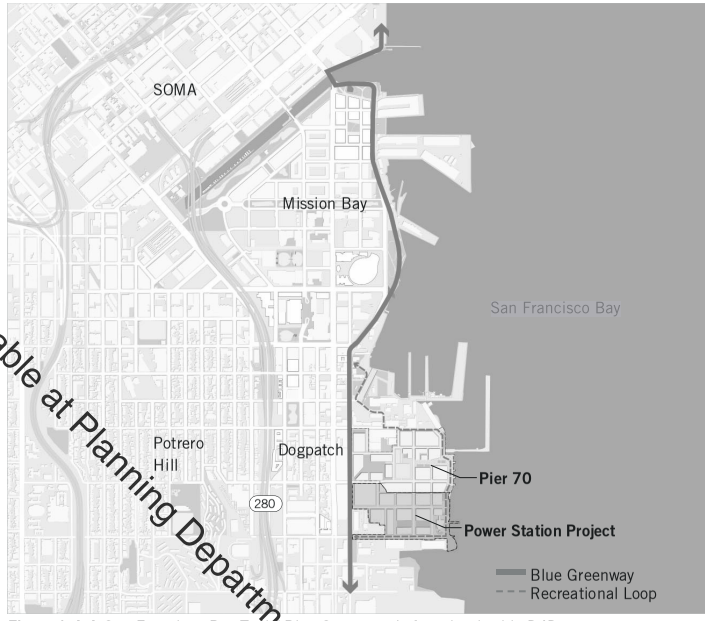


Figure 1.4.4 San Francisco Bay Trail / Blue Greenway (referred to in this D4D as "the Blue Greenway")

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.

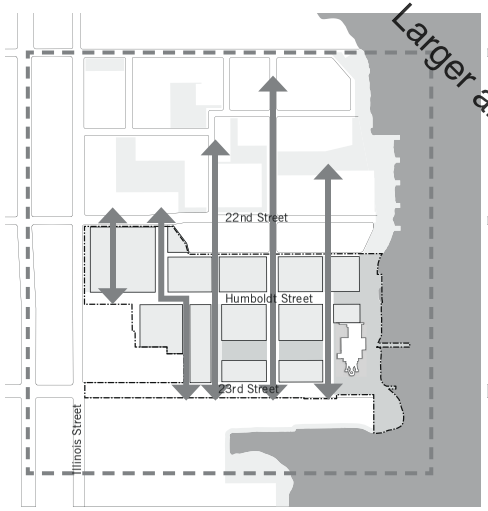
PRINCIPLE 6
Design a neighborhood that is context-appropriate, diverse, and human-scaled.

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.

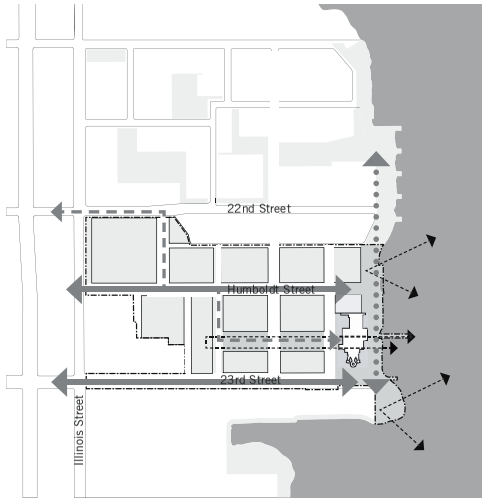
Larger and color version available at Planning Department

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 public 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.

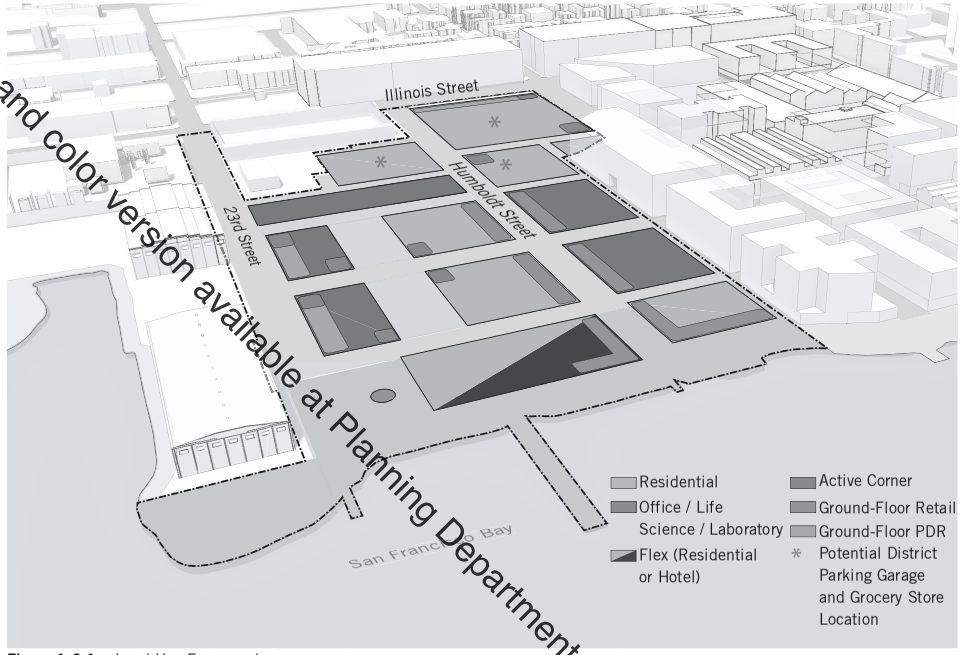


Figure 1.6.1 Land Use Framework

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.

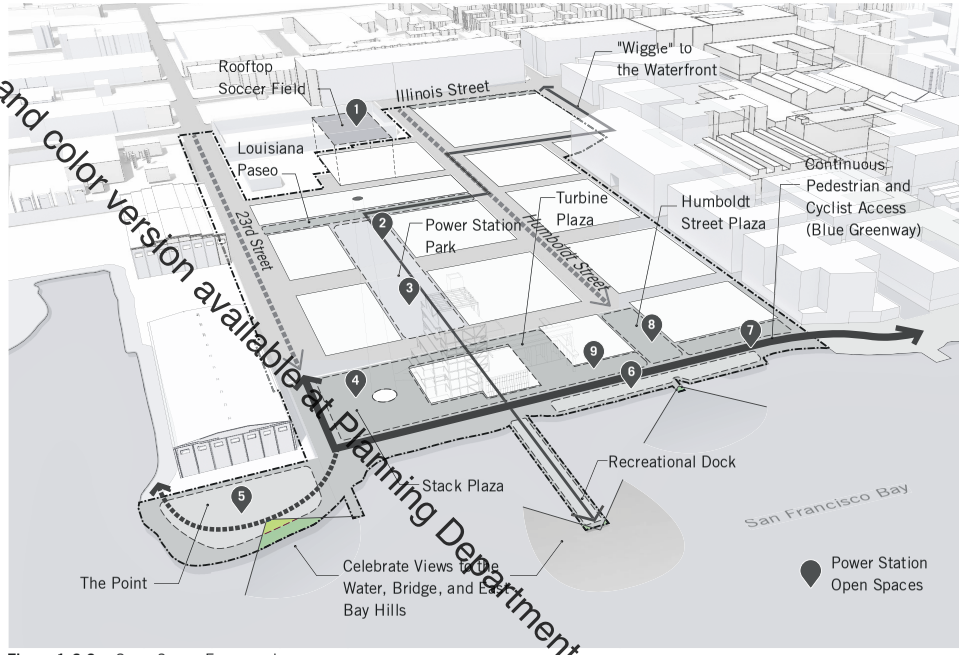


Figure 1.6.2 Open Space Framework

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
4
Credit: Plaj-scapes
5
Credit: Alison Cartwright
6
Credit: Burd Lubbers
7
Credit: imagenesmi.com
8
9
Larger and color version available at Planning Department

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.

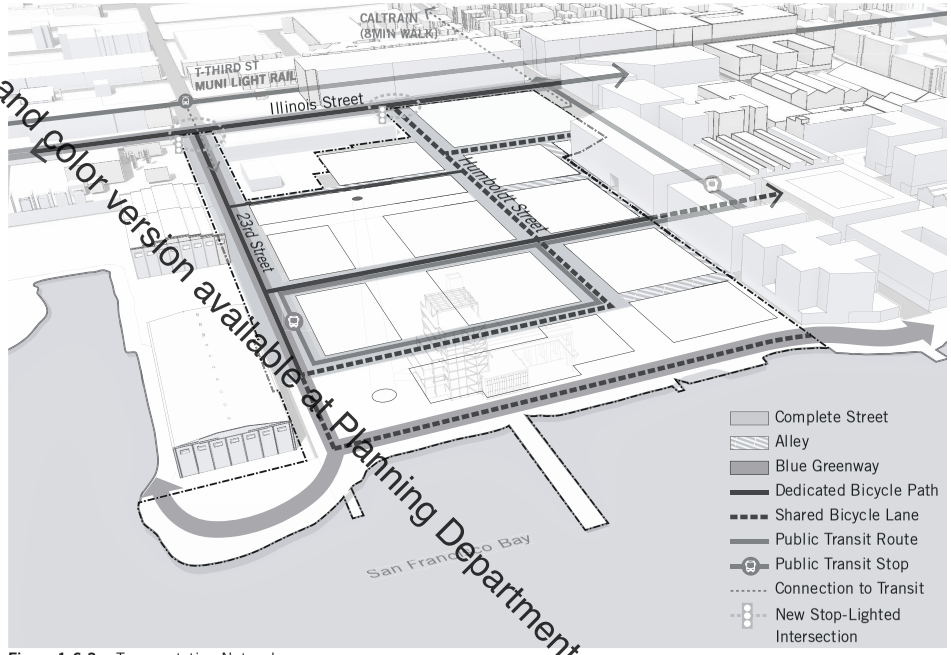


Figure 1.6.3 Transportation Network

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.

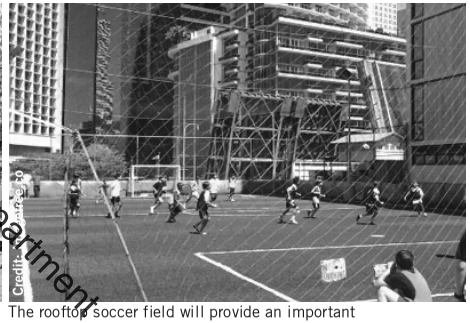
Transportation planning on the site is intended to reduce single-occupancy vehicle use and vehicle miles traveled (VMT), improving air quality by reducing greenhouse gas emissions from cars. New infrastructure will take advantage of the mix of uses on site, allowing buildings to work together to save 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.

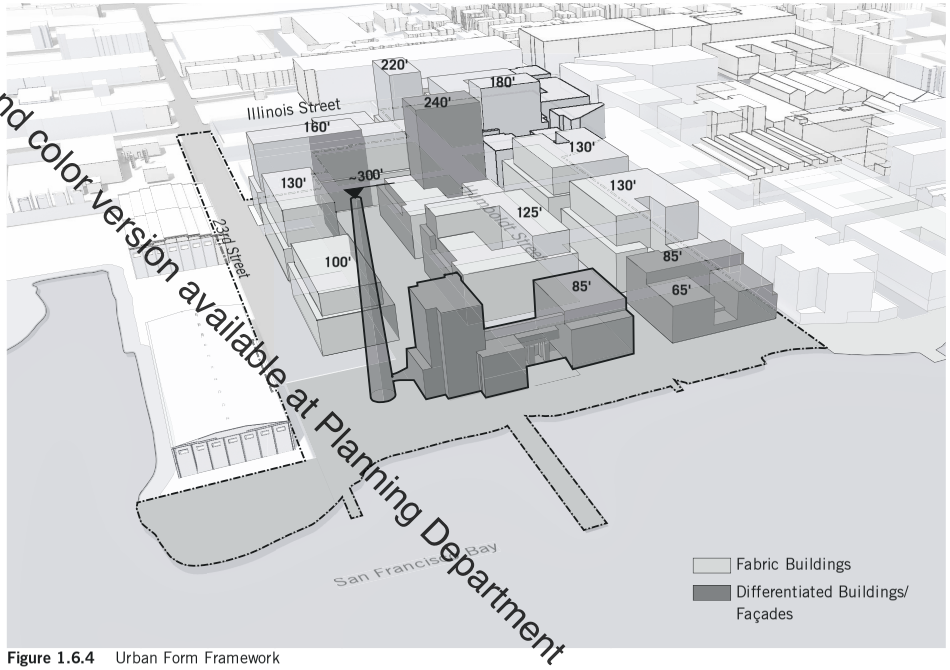


Figure 1.6.4 Urban Form Framework

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.

Larger and color version available at Planning Department

Section 2

TELLING OUR STORY: INTERPRETIVE VISION


THE POWER OF TRANSFORMATION
STORY
SIGNIFICANCE
FUNCTION
INTERPRETATION AT POTRERO POWER STATION
Larger and color version available at Planning Department

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. These 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.

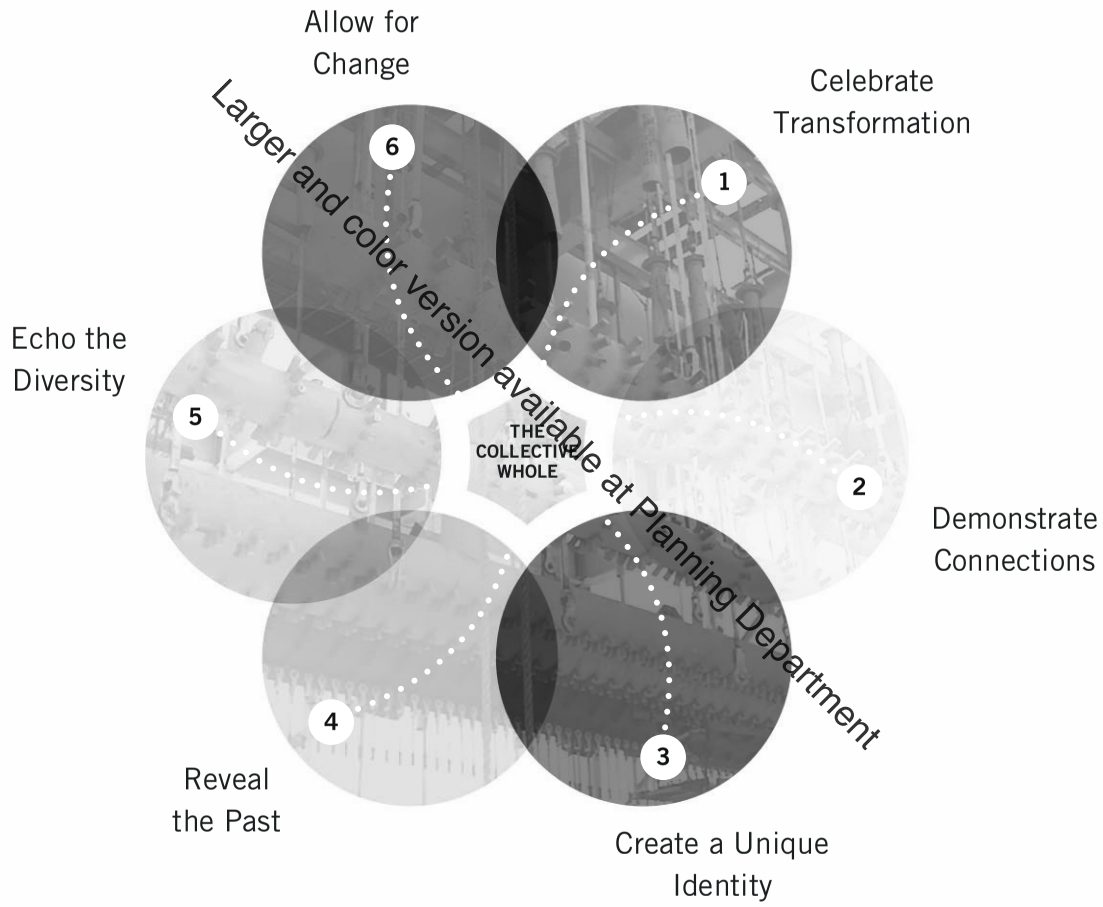
Reveal the Past
Continuous growth has yielded many changes to Potrero Point over time. With technological advances, the site infrastructure has evolved to support its inhabitants and will continue to do so. Even during its tenure as a functioning power station, many prominent structures were replaced 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

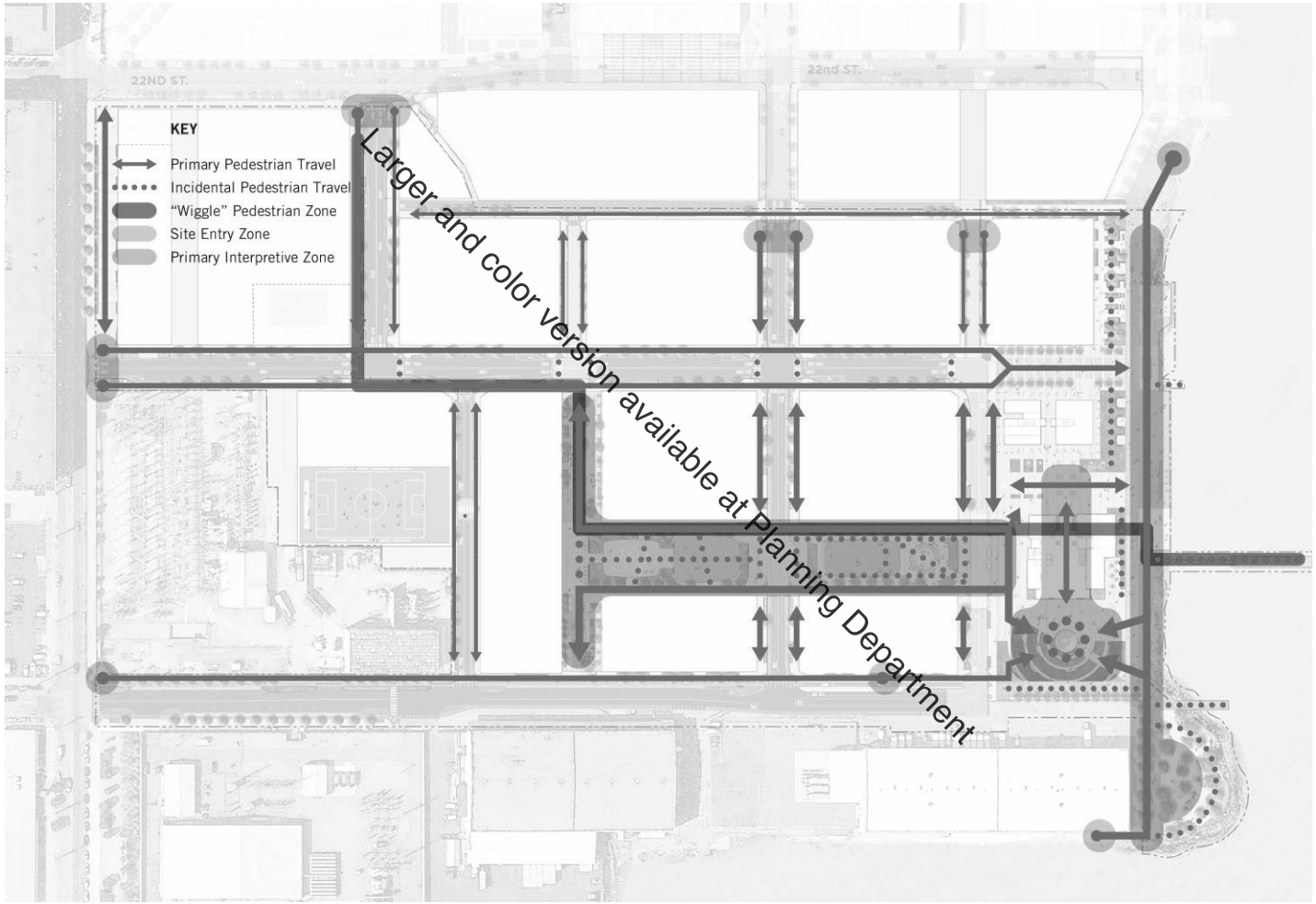
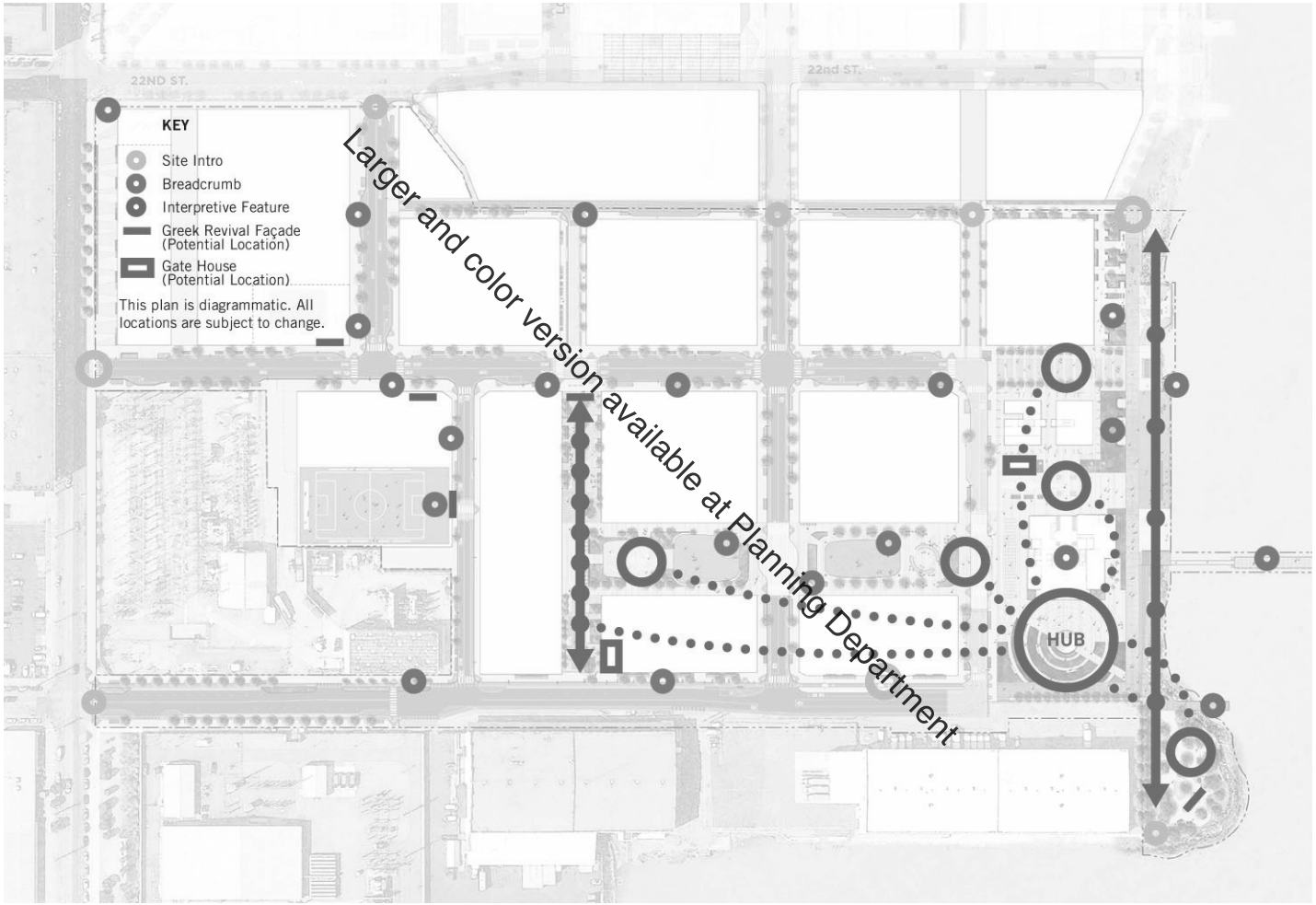


Figure 2.2.2 Interpretive Location Plan Diagram



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.

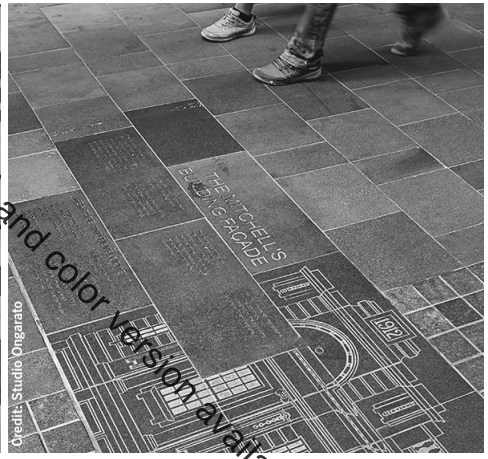
D) Modified Metal
Text and/or diagrammatic images are incorporated into metal surfaces via a variety of techniques, including chemical etching, rust-resistant finishes, and screenprinting. Additionally, laser (or waterjet) cutting may be employed to shape and/or remove material.

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

Larger and color version available at Planning Department

[This page intentionally left blank.]

Section 3

LAND USE


RESIDENTIAL
COMMERCIAL
GROUND FLOOR USES
RECREATION
PARKS
Larger and color version available at Planning Department

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.

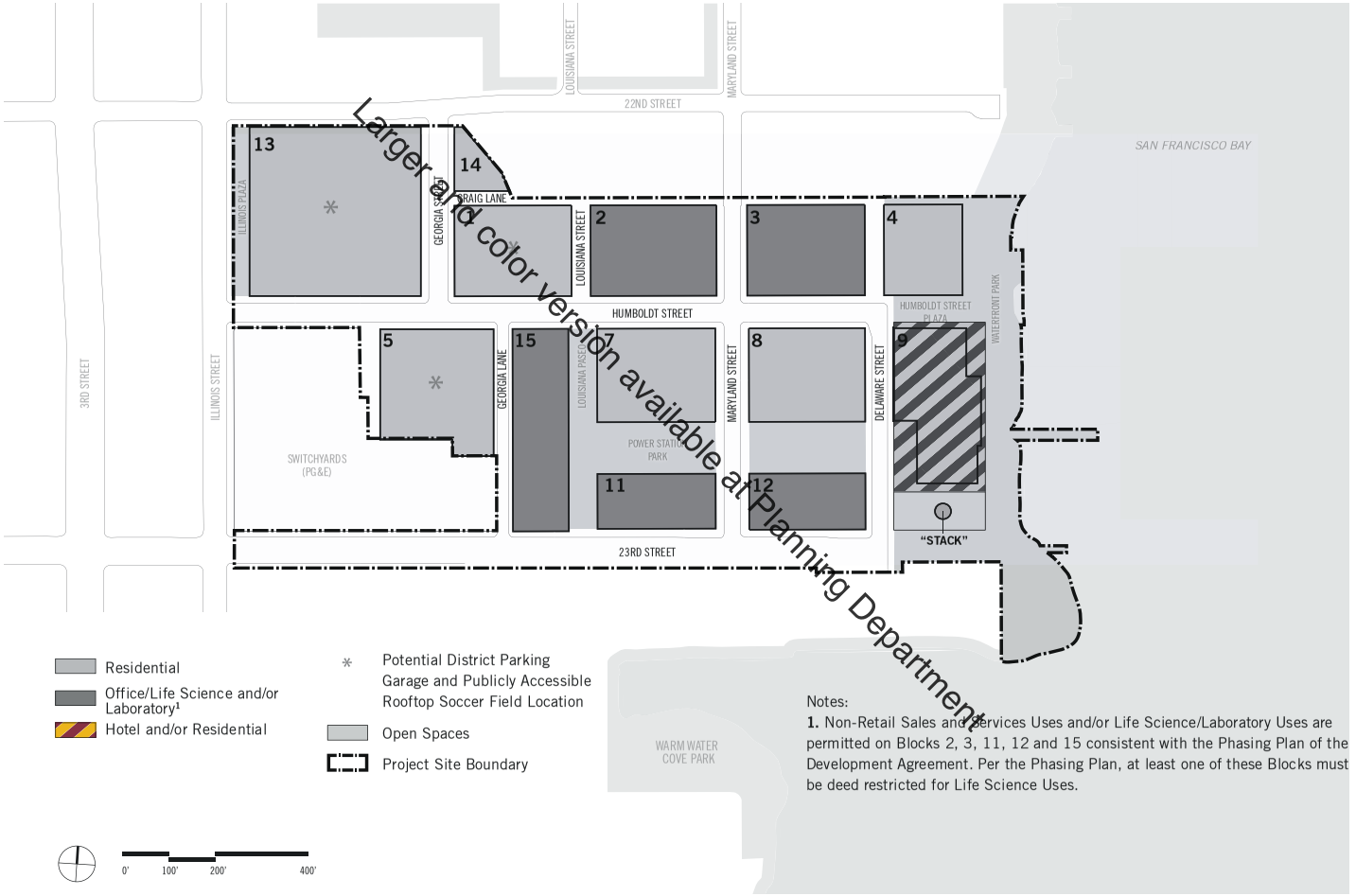
(13) Consistent with the Phasing Plan of the Development Agreement, one or more of Blocks 2, 3, 11, 12, or 15 must be deed restricted for Life Science/ Laboratory Uses.

(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



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 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


Future Buildings at Pier 70
Larger and color version available at Planning Department

Open Space

The Power Station 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.

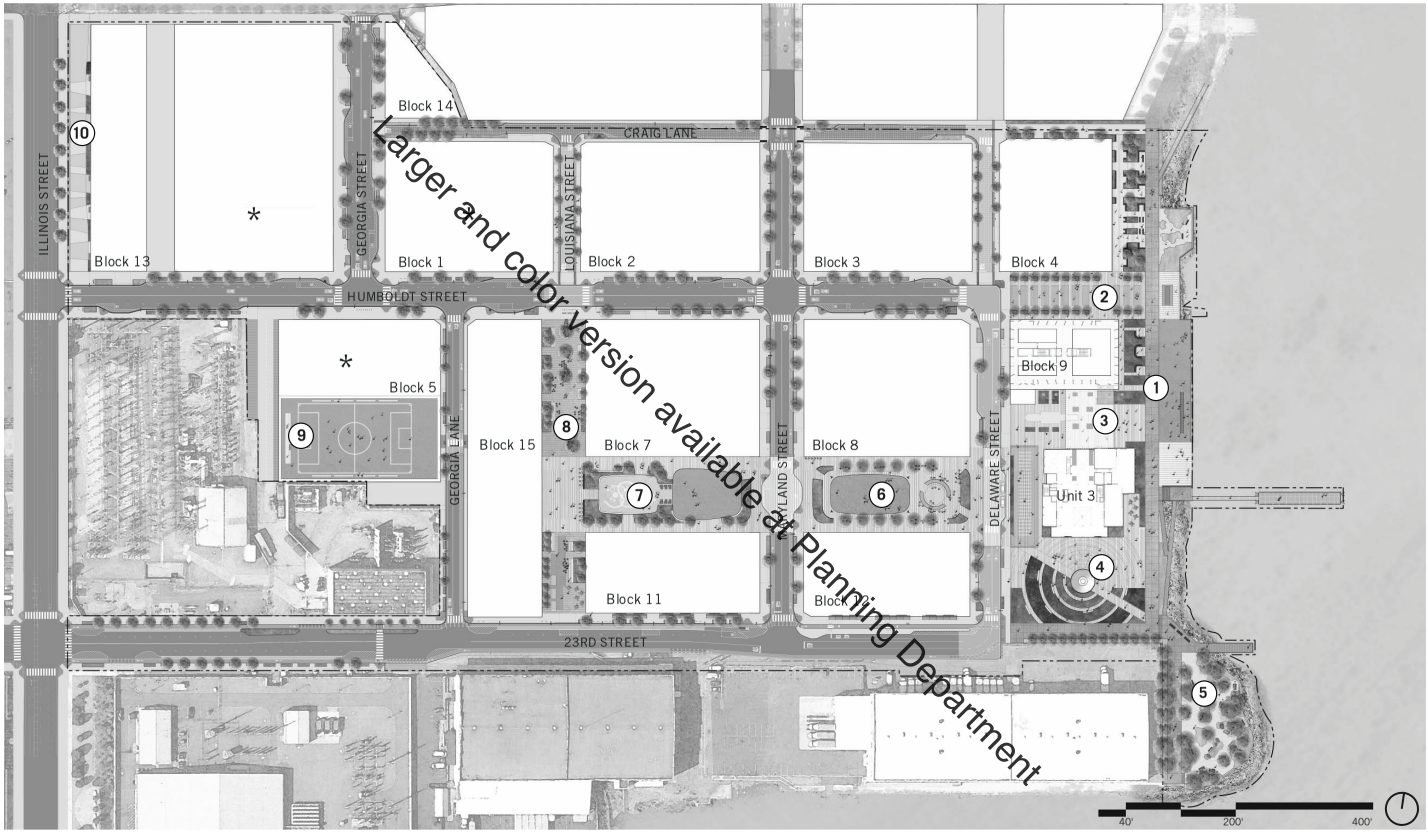
At the heart of the neighborhood, Power Station Park will include opportunities for fitness, active and passive recreation, and casual social interactions. The two blocks of Power Station Park, at about 1.2 acres, will have distinct programs and elements, but will also be linked by common features and 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

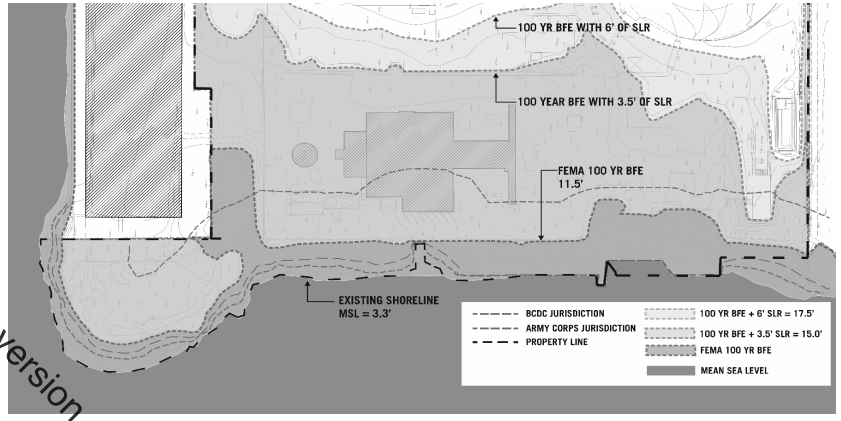


Figure 4.3.2 Projected Sea Level Rise of 3.5 feet and 6 feet with Proposed Grading and Seawall

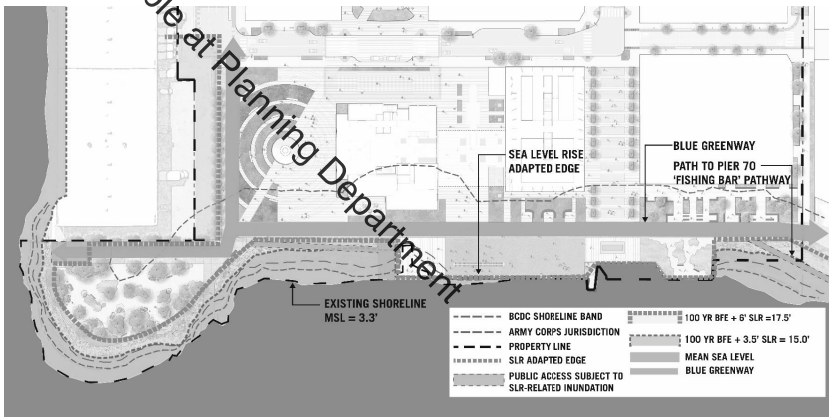
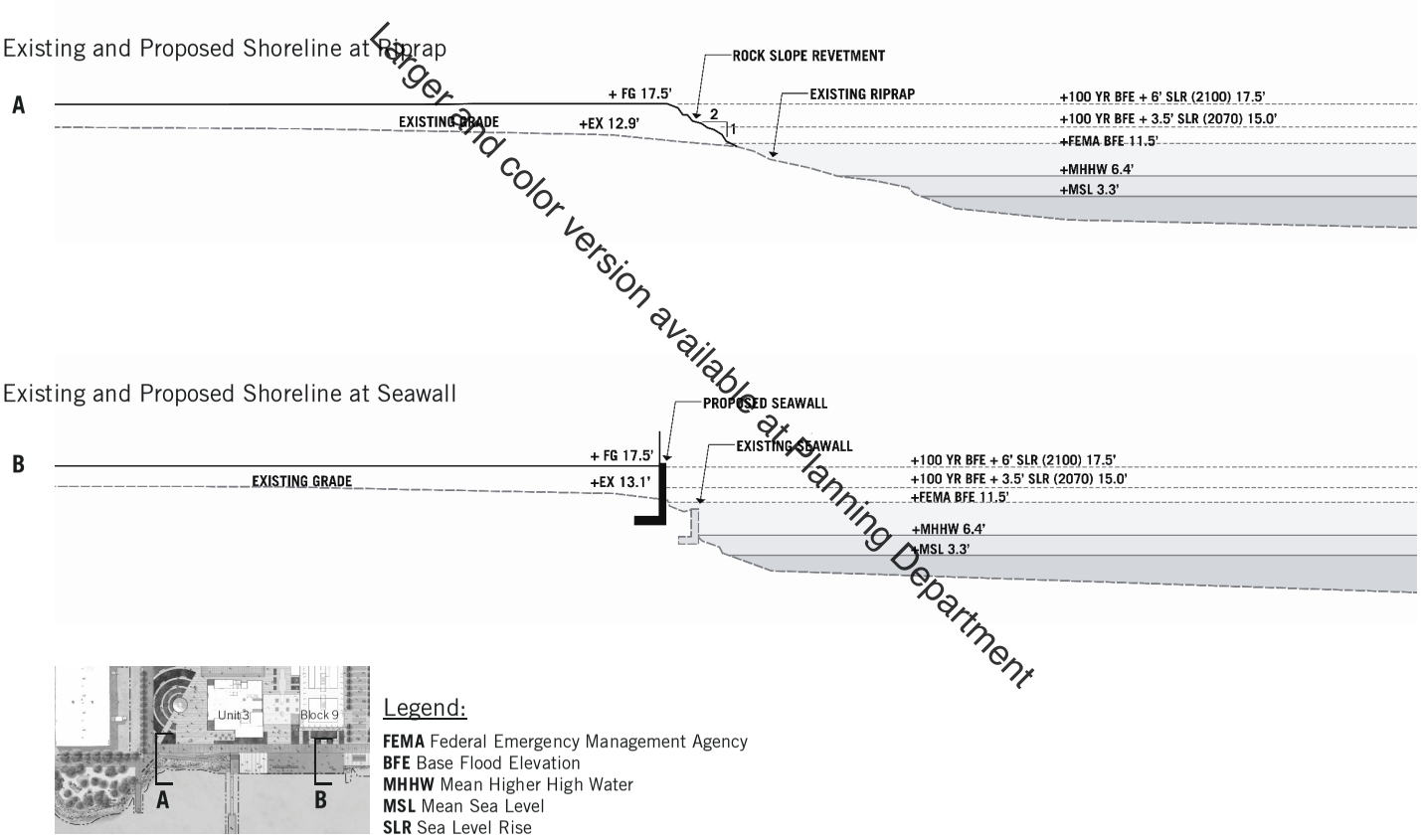


Figure 4.3.3 Typical Existing and Proposed Shorelines at Riprap and Seawall



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

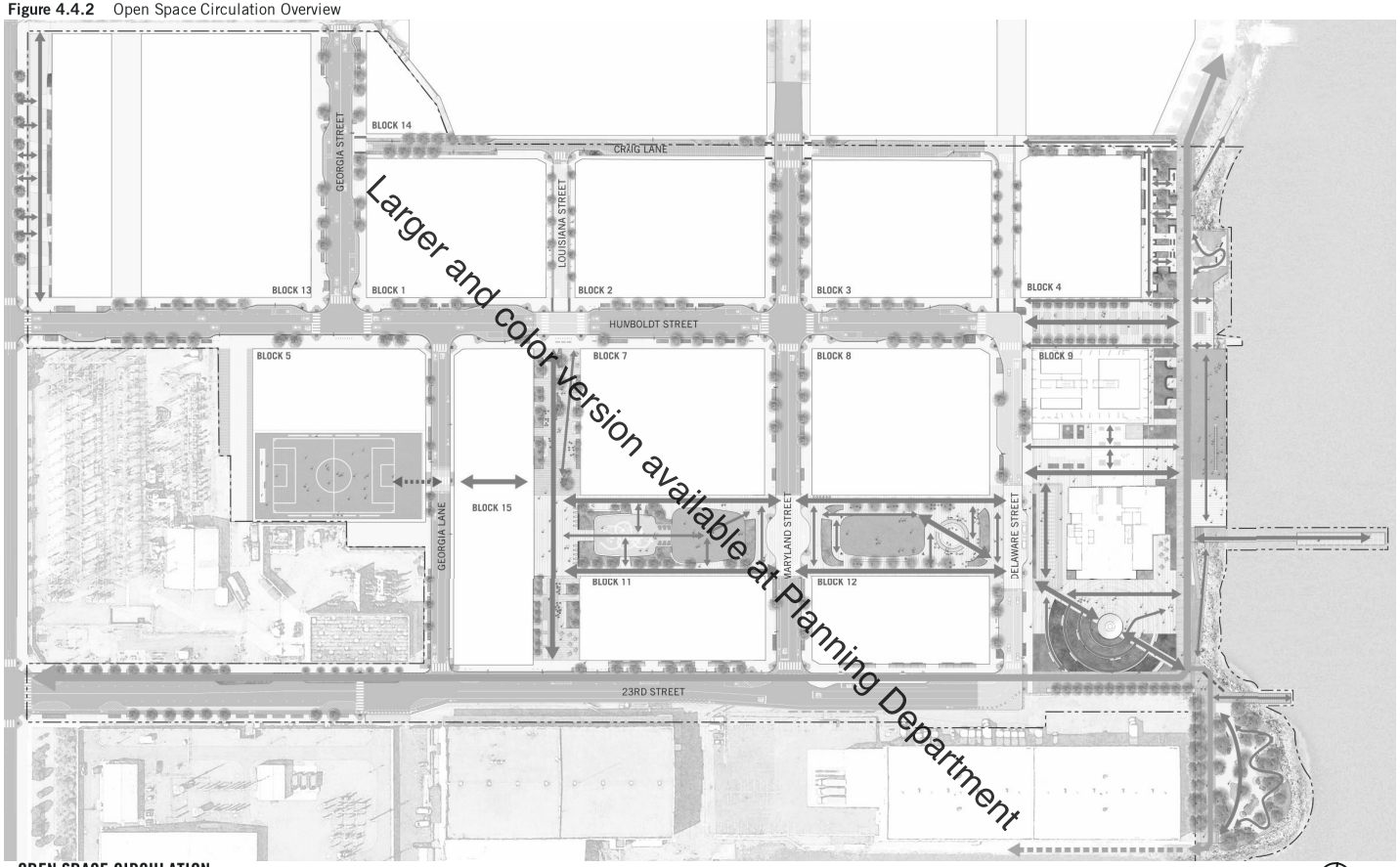
Ample pedestrian walkways with furnishings and amenities.

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

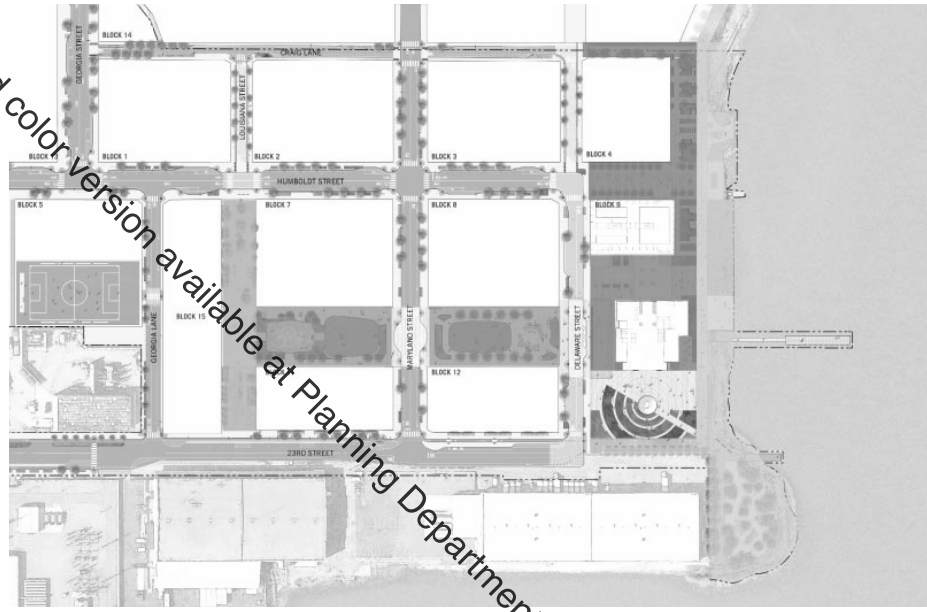
4.5.6 Soil Volume

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



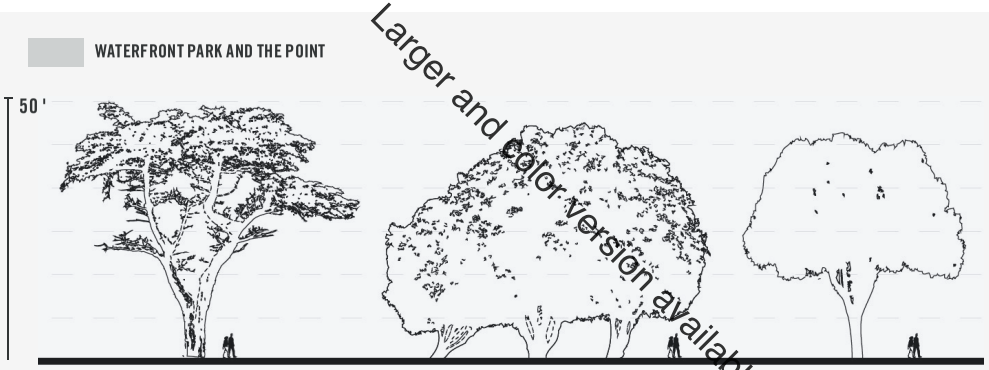
URBAN FOREST DIVERSITY

Planting Zones

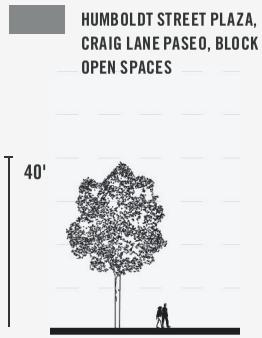
- Power Station Park
- Waterfront Park and The Point
- Louisiana Paseo
- Humboldt Street Plaza, Craig Lane Paseo, and Block 9 Open Spaces

Tree criteria for each zone are given in Figure 4.5.2.

Figure 4.5.2 Tree Aesthetic and Performance Criteria by Planting Zone



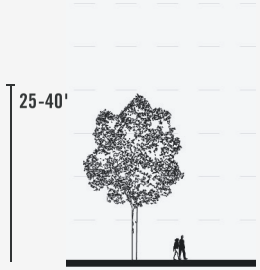
- Large-canopy evergreen tree (to 50+ feet tall at maturity)
- Minimum 24-inch box at installation
- Iconic character; picturesque, sculptural form
- Windbreak and specimen tree
- Tolerances: high-wind tolerance; tolerant of coastal environment; healthy in paving and/or lawn (select as appropriate for 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*]



- 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*]

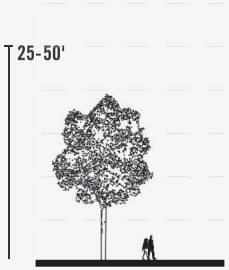
*All tree heights given in this figure indicate expected sizes at maturity.

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

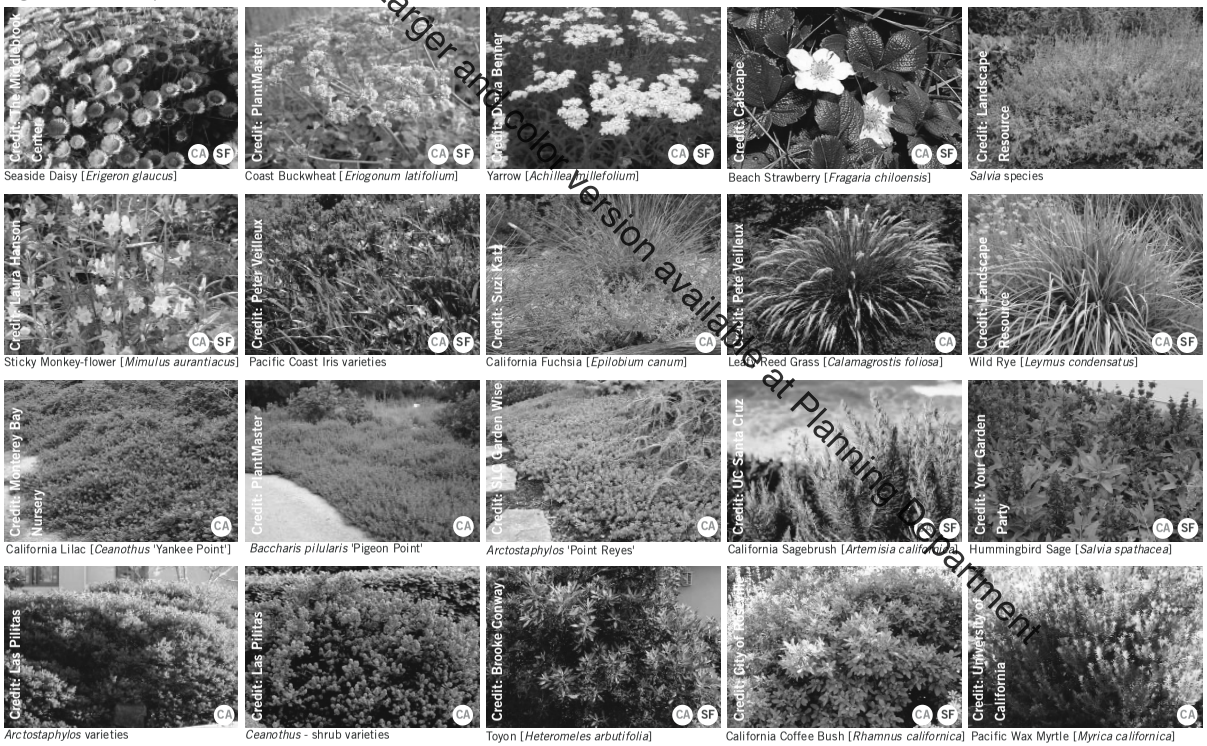
4.6.5 **Plant Selection**
Trees and plants should contribute to the goal of biodiversity and increased habitat value. Species with habitat value include those that provide nectar and fruit for insects and birds, and shelter for birds. Plant selection and design should also contribute to the goal of reducing 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 effects 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.

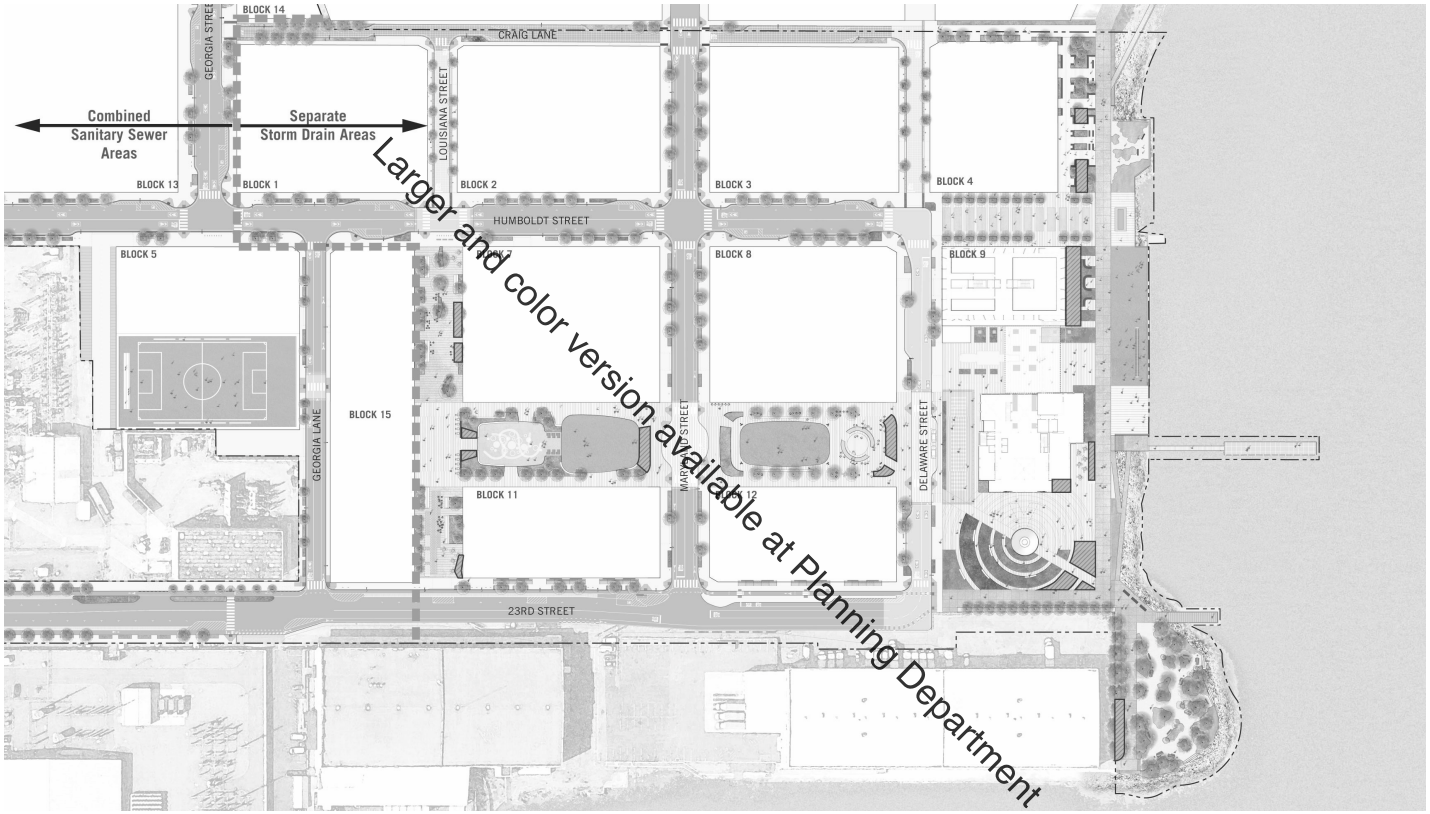
GUIDELINES

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

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

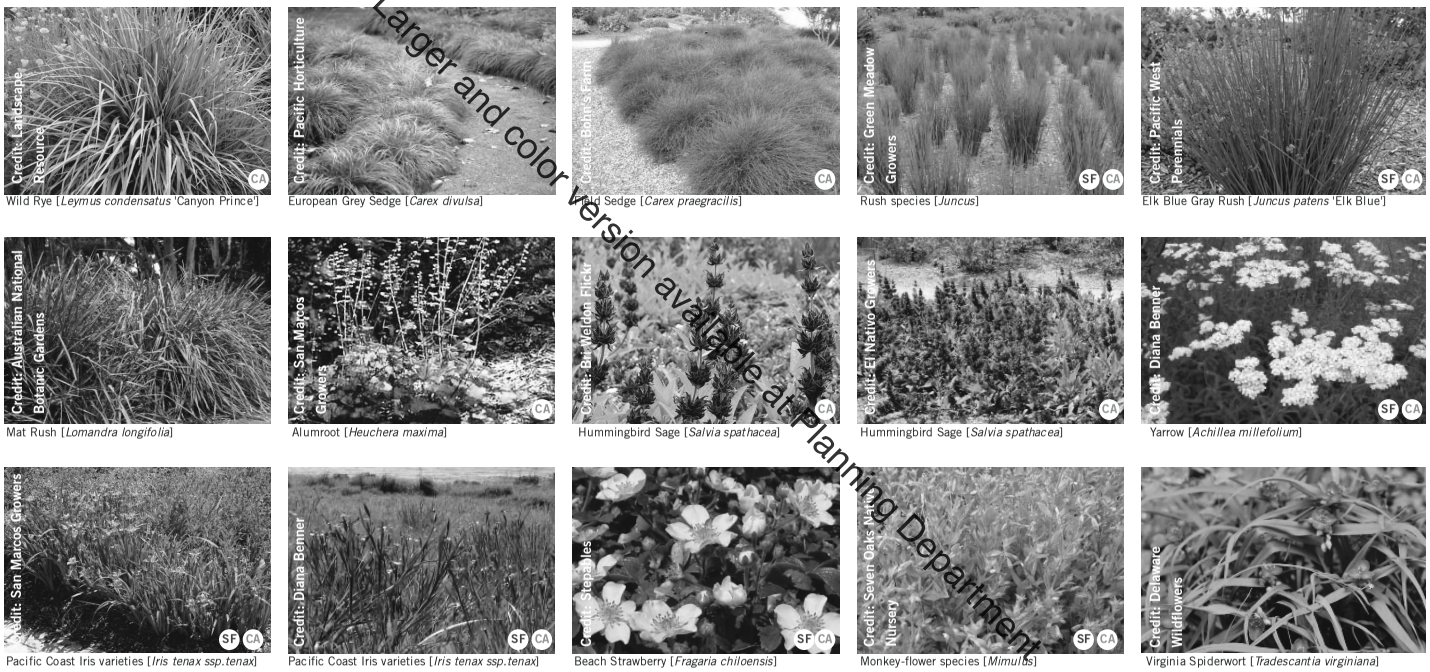
CONSIDERATIONS

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.

Larger and color version available at Planning Department

[This page intentionally left blank.]

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 images). 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.

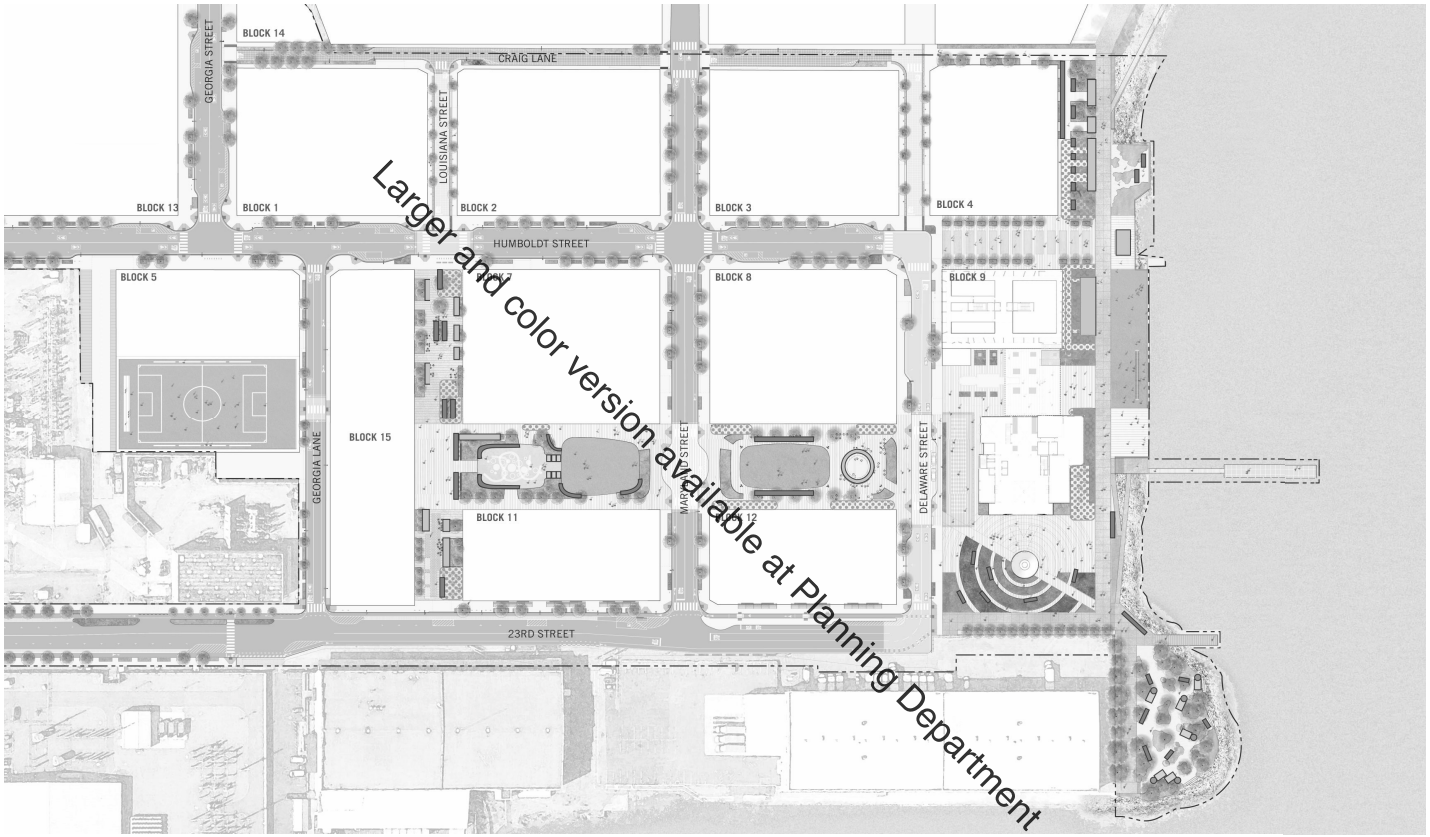
4.9.8 Furnishing Compatibility with Third Street Industrial District
While a variety of seating and other furnishing is acceptable, effort should be made to unify individual open spaces with a cohesive family of seating and other furnishings. Furnishing should be compatible with and reflect the scale 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.

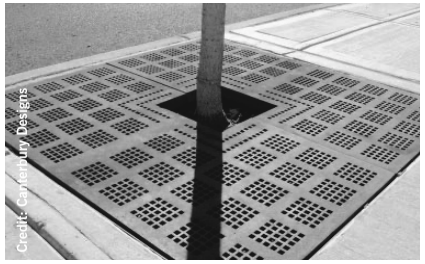
Moveable chairs.

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.