A. Block Plan Guide

The following guide illustrates how the standards and guidelines contained within this D4D apply to buildings within each block.

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These following diagrams depict the parcel boundaries and maximum three-dimensional massing envelope allowed for each block. The ground-floor controls for each location, and minimum depths of each type of use, are included, as well as constraints for loading and parking entries. Extents of underground parking are defined here as well.

In addition to the plan and axon drawings, the building standards and guidelines that apply specifically to each block are listed here, as an easy checklist reference for designers and regulating agencies alike. In some cases, additional standards and guidelines are included to clarify specific requirements or allowances for individual buildings. In no instance shall this guide conflict with standards and guidelines stated in the main body of this Design for Development document. Where conflicts occur, the standards and guidelines contained in the main body shall apply.

A.1 Block 1 Controls (Mid-rise Tower)

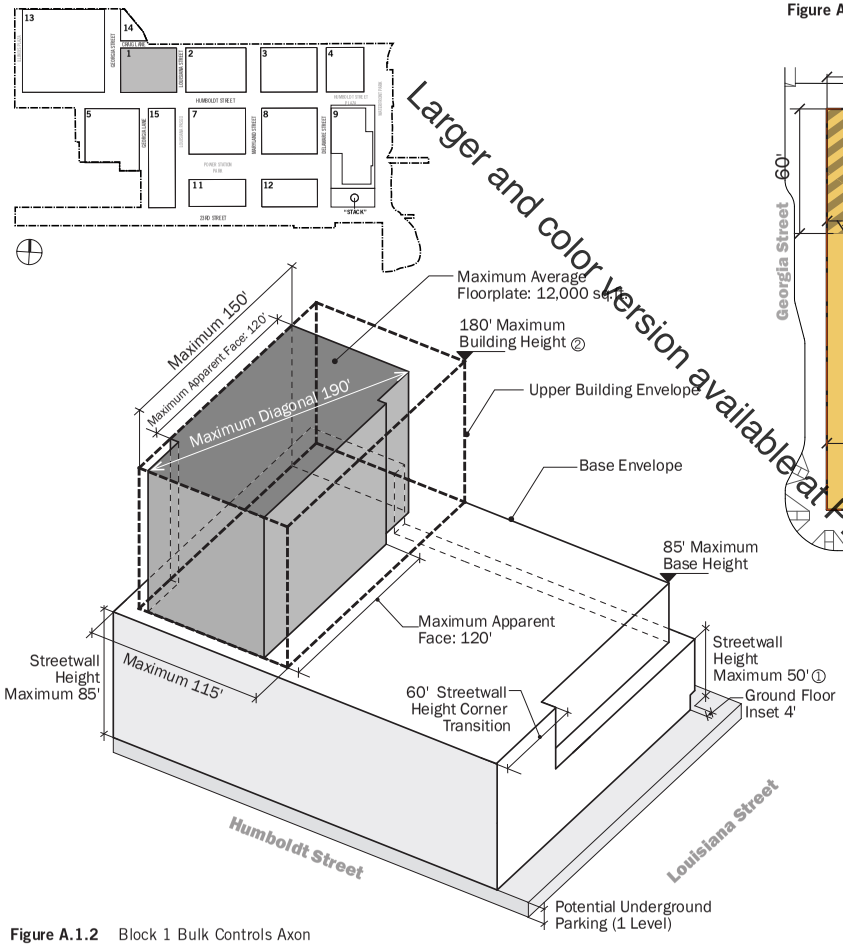
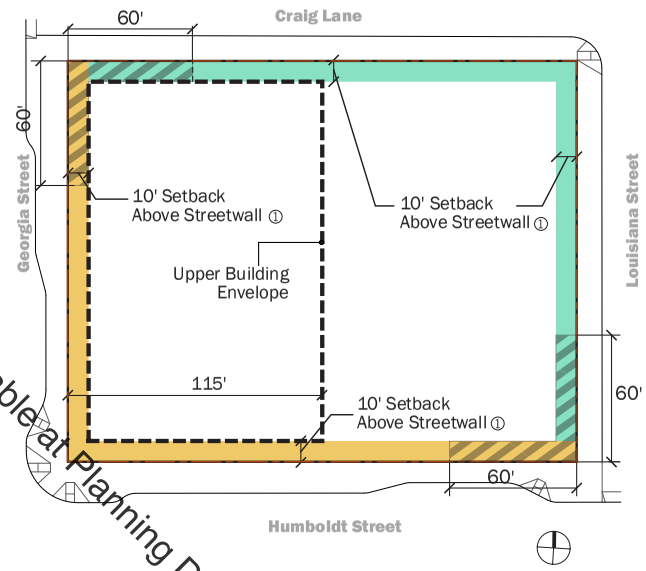


Figure A.1.2 Block 1 Bulk Controls Axon

Figure A.1.1 Block 1 Bulk Controls



Notes:
① Streetwall setback not required for District Parking Garage.
② Maximum 90' for potential District Parking Garage.

- Block Boundary
- Potential Build-to Line
- Upper Building Envelope
- Curb Line
- Varying Streetwall Heights at Corners (Section 6.4.6)
- Maximum 50' Streetwall Height
- Maximum 85' Streetwall Height

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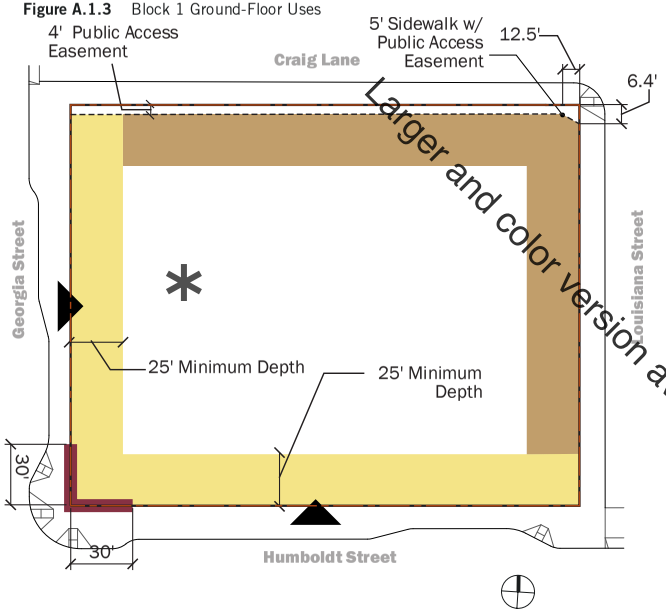
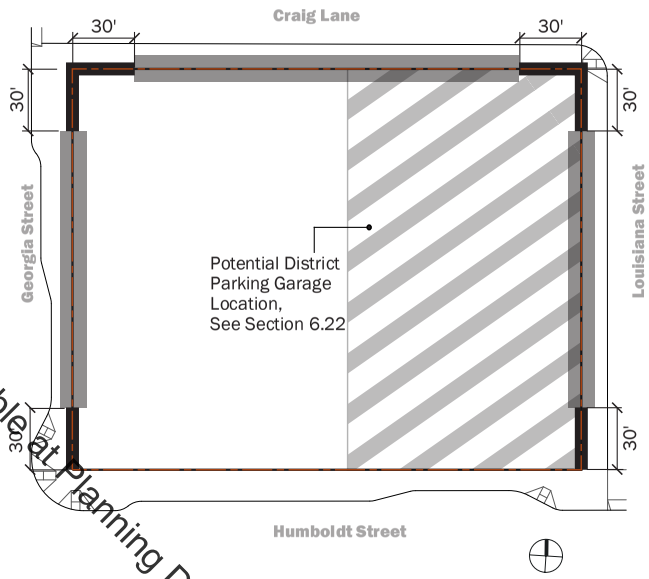
Figure A.1.3 Block 1 Ground-Floor Uses



- Block Boundary
- Potential Build-to Line
- Public Access Easement
- Curb Line
- Building Address Frontage
- Active Use Frontage
- Active Lane Frontage
- Corner with Active Uses
- Potential Grocery Store Location

Figure A.1.4 Block 1 Parking and Loading



- Block Boundary
- Potential Build-to Line
- Curb Line
- Potential Parking and Loading Entry Frontage*
- 30' Loading Prohibited Zone
- Potential District Parking Garage

* One loading entry and one parking entry allowed per building, with exceptions as listed in Section 6.20.

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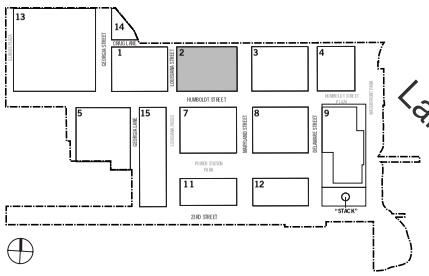
A.2 Block 2 Controls (Mid-rise Building)



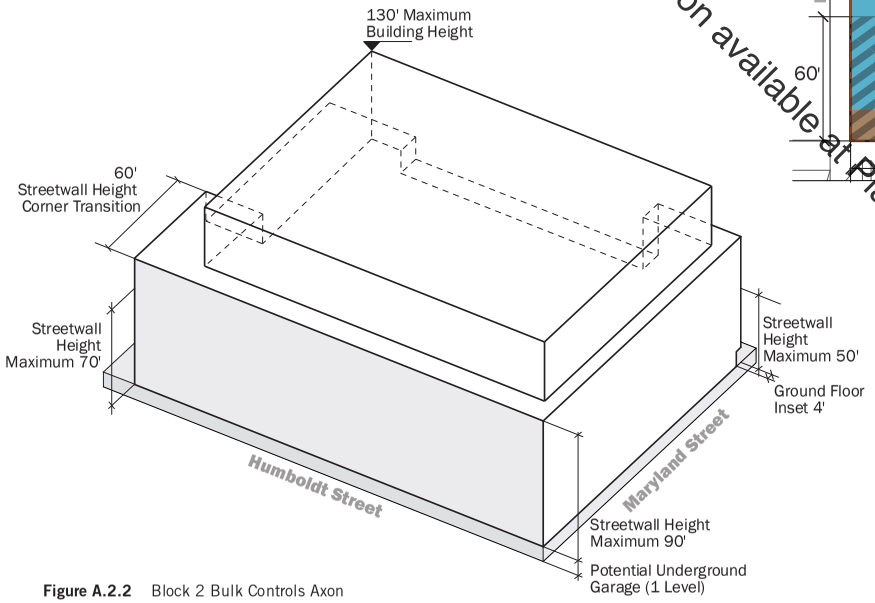


Figure A.2.2 Block 2 Bulk Controls Axon

Figure A.2.1 Block 2 Bulk Controls

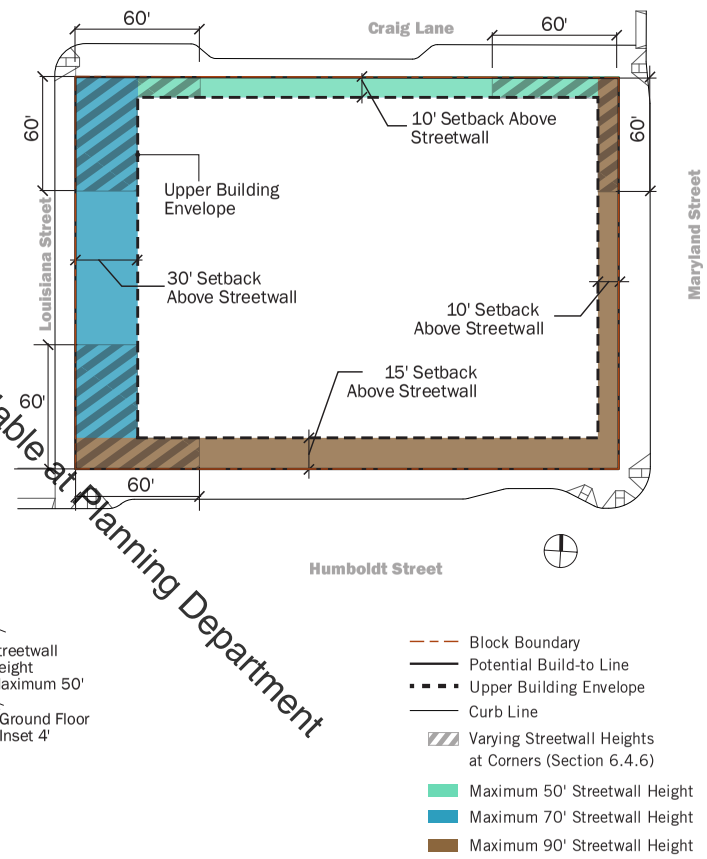


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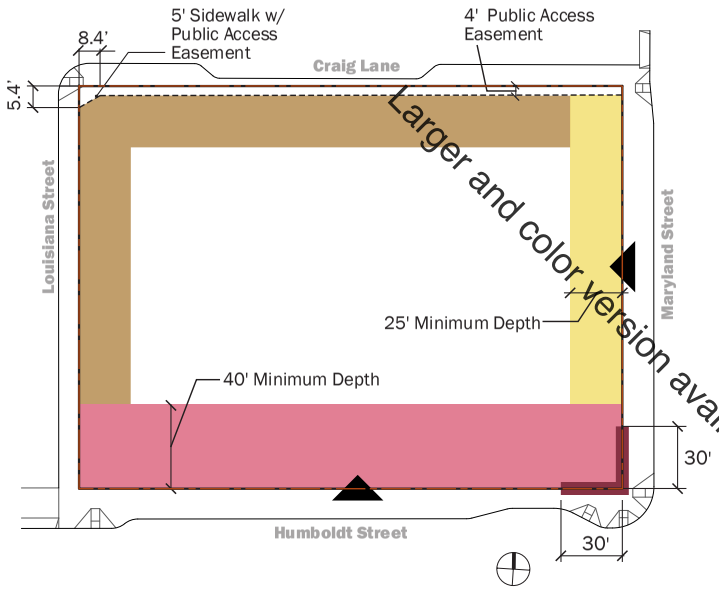
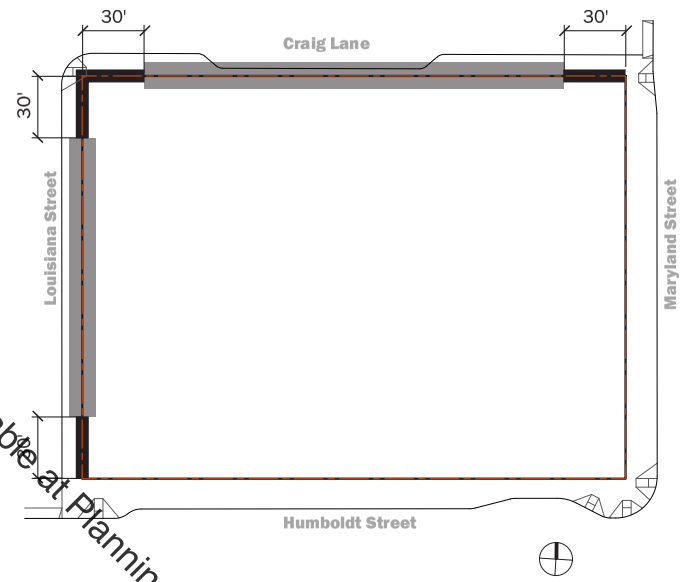
Figure A.2.3 Block 2 Ground-Floor Uses



- Block Boundary
- Potential Build-to Line
- Public Access Easement
- Curb Line
- Building Address Frontage
- Priority Retail Frontage
- Active Use Frontage
- Active Lane Frontage
- Corner with Active Uses

Figure A.2.4 Block 2 Parking and Loading



- Block Boundary
- Potential Build-to Line
- Curb Line
- Potential Parking and Loading Entry Frontage*
- 30' Loading Prohibited Zone

* One loading entry and one parking entry allowed per building, with exceptions as listed in Section 6.20.

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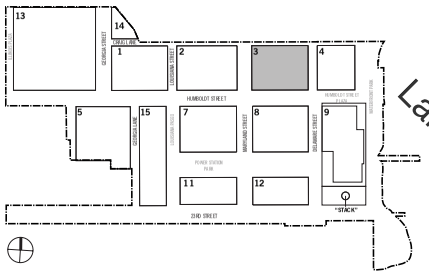
A.3 Block 3 Controls (Mid-rise Building)



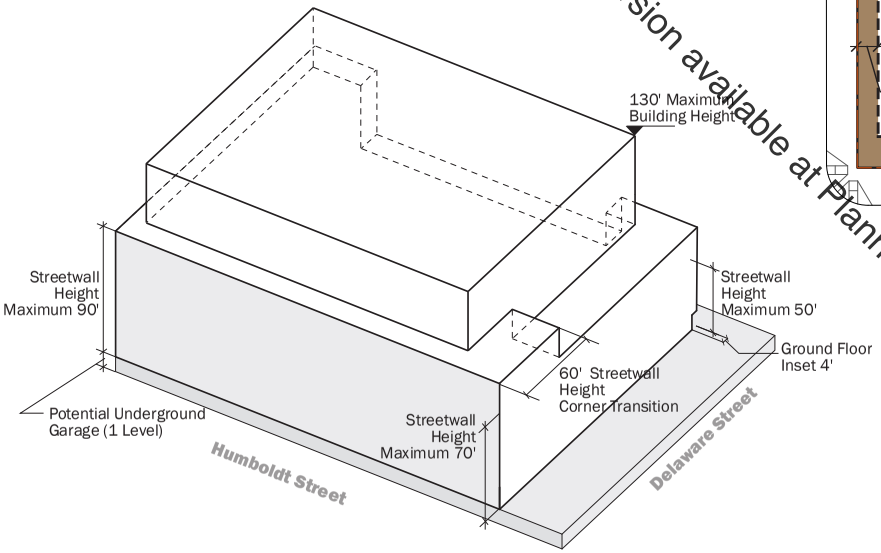


Figure A.3.2 Block 3 Bulk Controls Axon

Figure A.3.1 Block 3 Bulk Controls

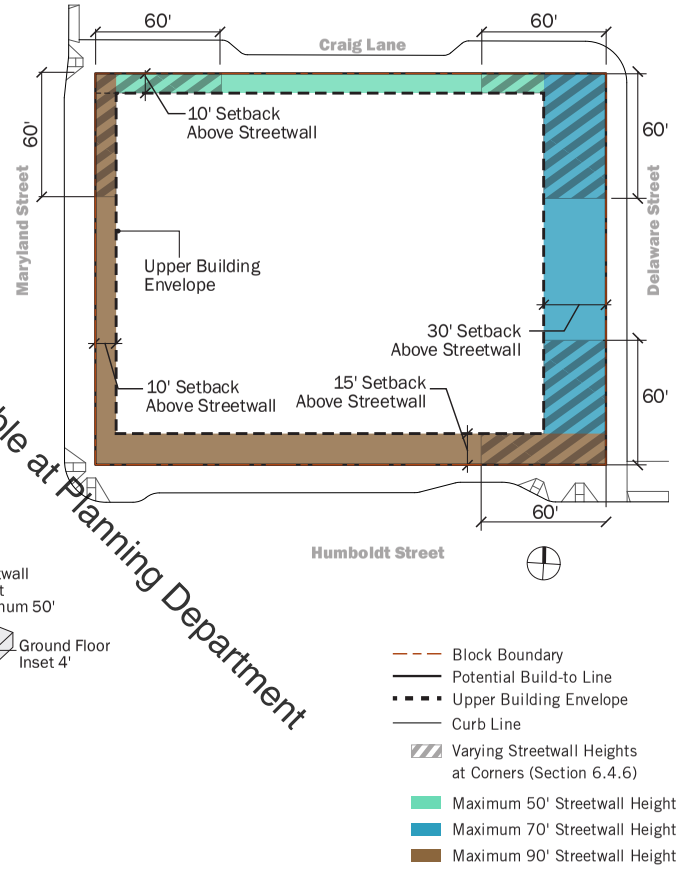


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Figure A.3.3 Block 3 Ground-Floor Uses

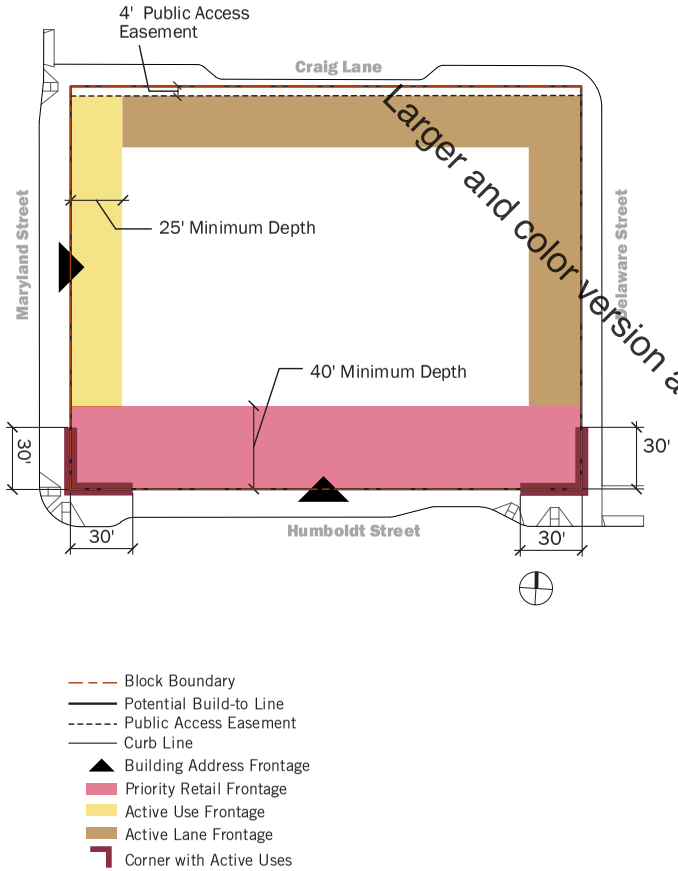
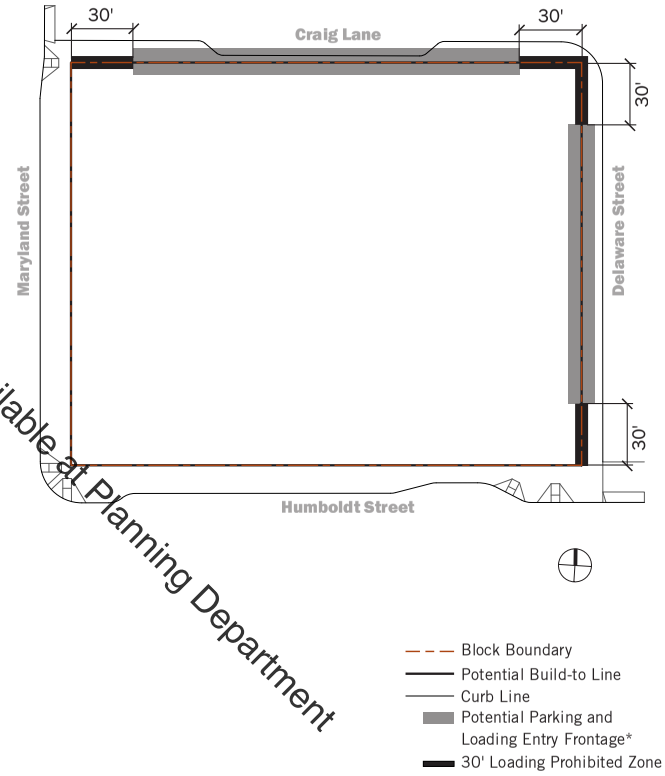


Figure A.3.4 Block 3 Parking and Loading



* One loading entry and one parking entry allowed per building, with exceptions as listed in Section 6.20.

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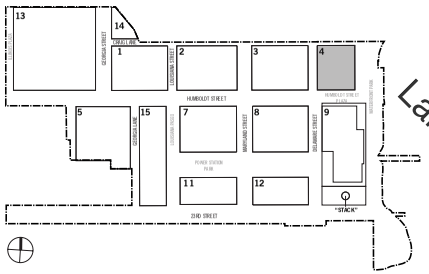
A.4 Block 4 Controls (Low-rise Building)



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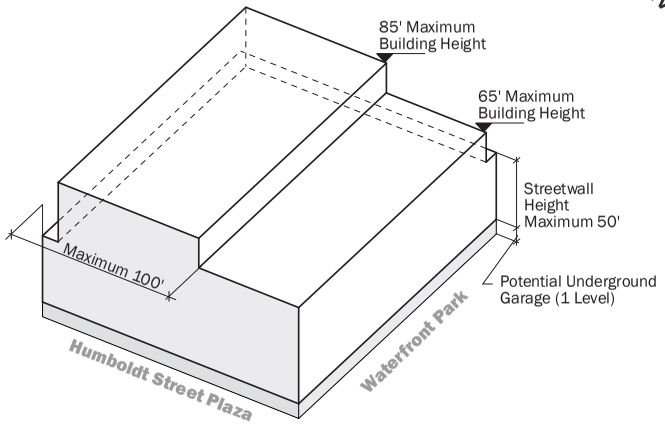


Figure A.4.2 Block 4 Bulk Controls Axon

Figure A.4.1 Block 4 Bulk Controls

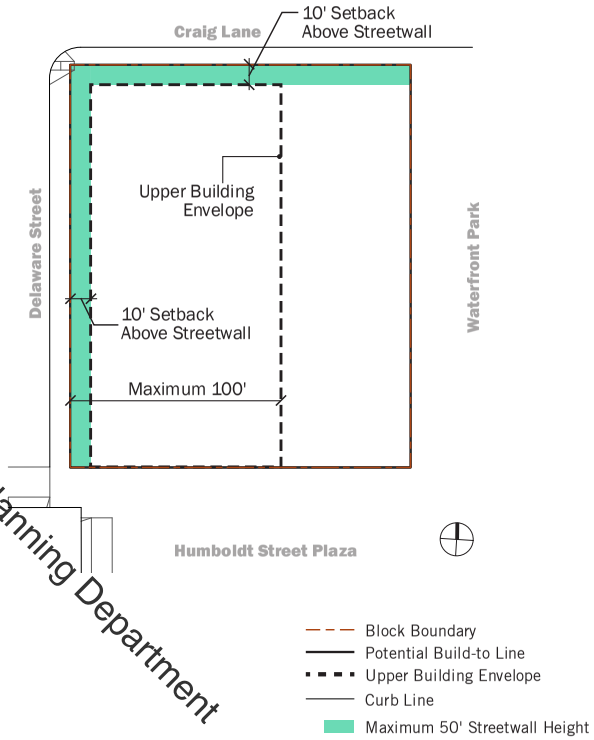


Figure A.4.3 Block 4 Ground-Floor Uses

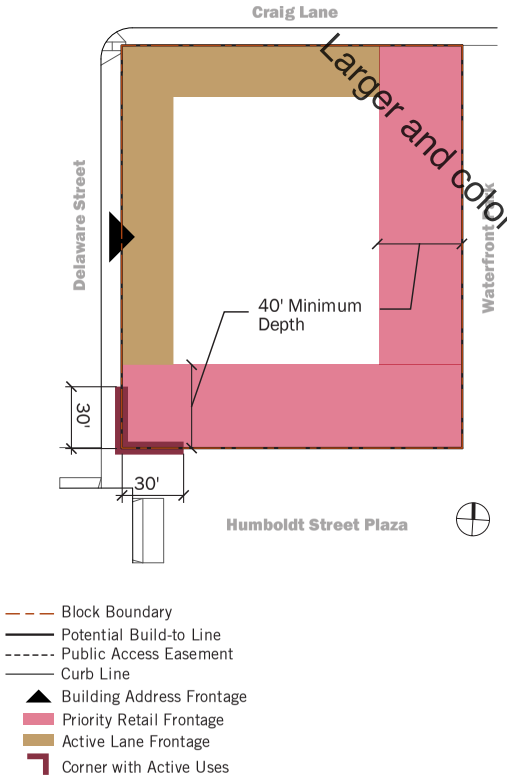
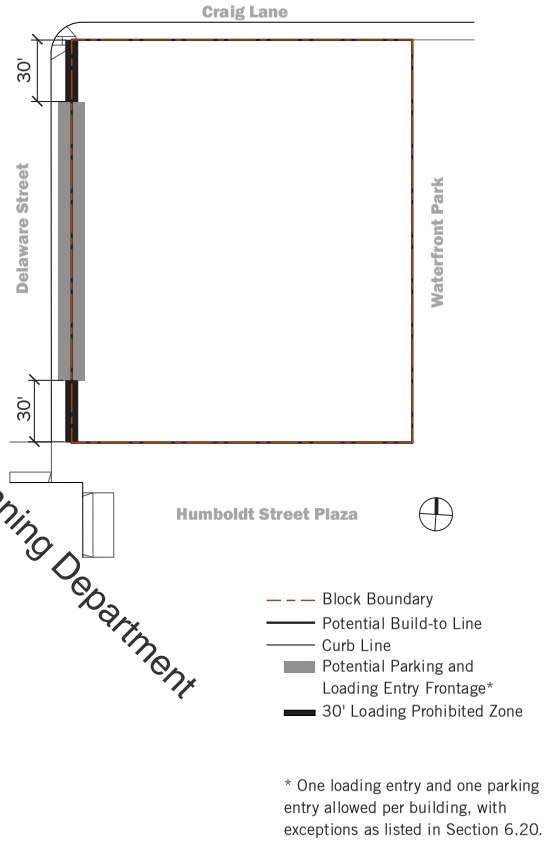


Figure A.4.4 Block 4 Parking and Loading



* One loading entry and one parking entry allowed per building, with exceptions as listed in Section 6.20.

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A.5 Block 5 Controls (High-rise Tower)

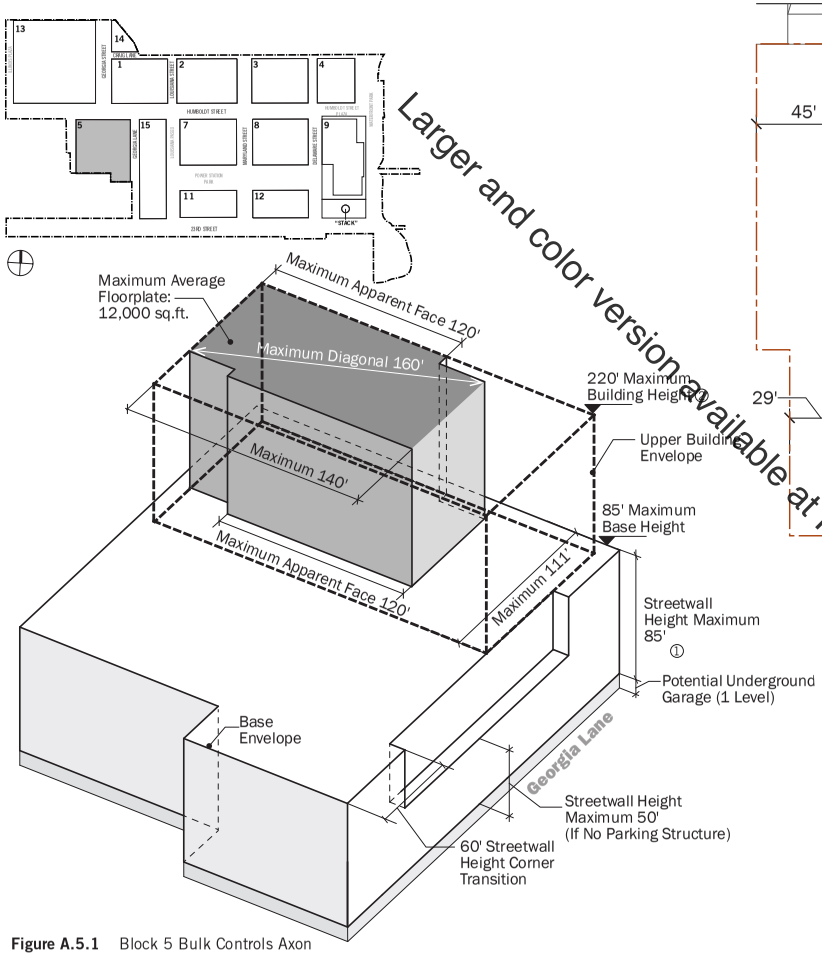
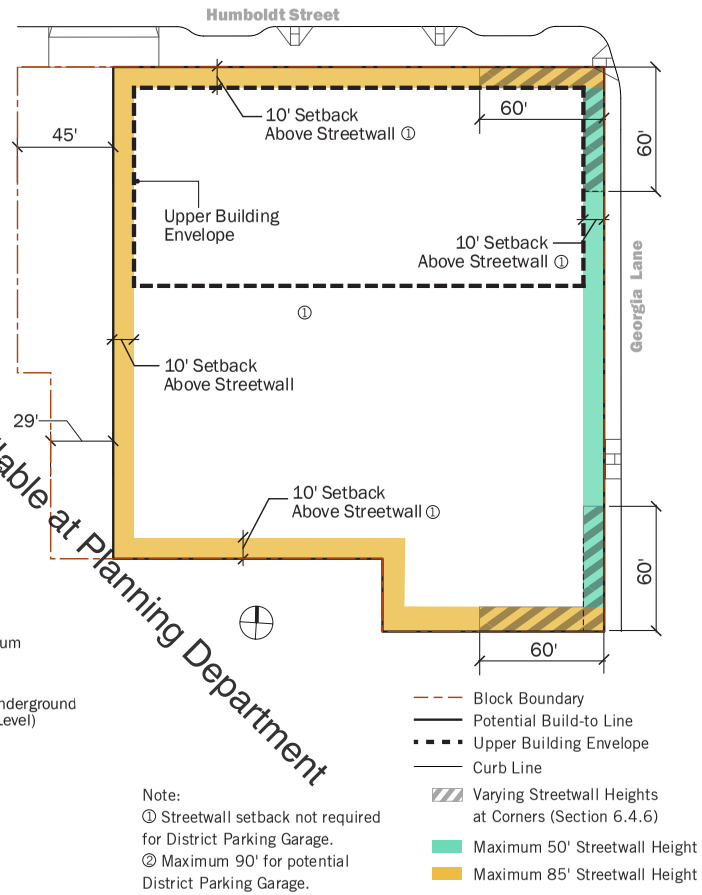


Figure A.5.1 Block 5 Bulk Controls Axon

Figure A.5.2 Block 5 Bulk Controls



Note:
① Streetwall setback not required for District Parking Garage.
② Maximum 90' for potential District Parking Garage.

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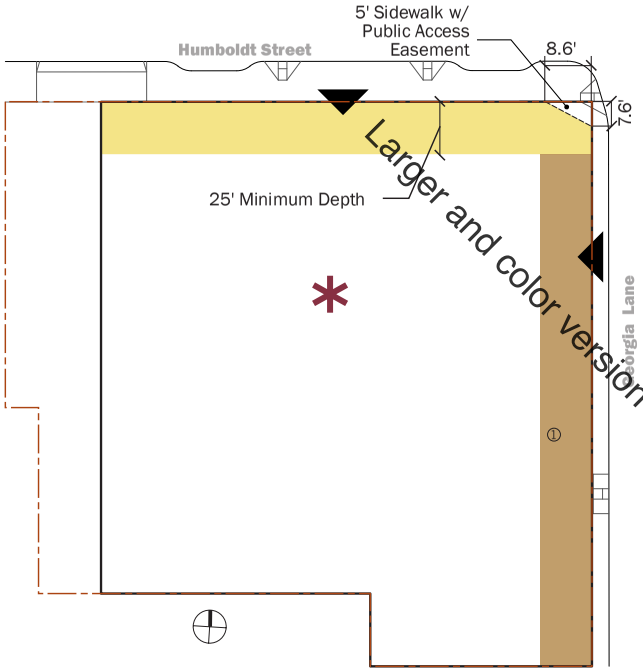
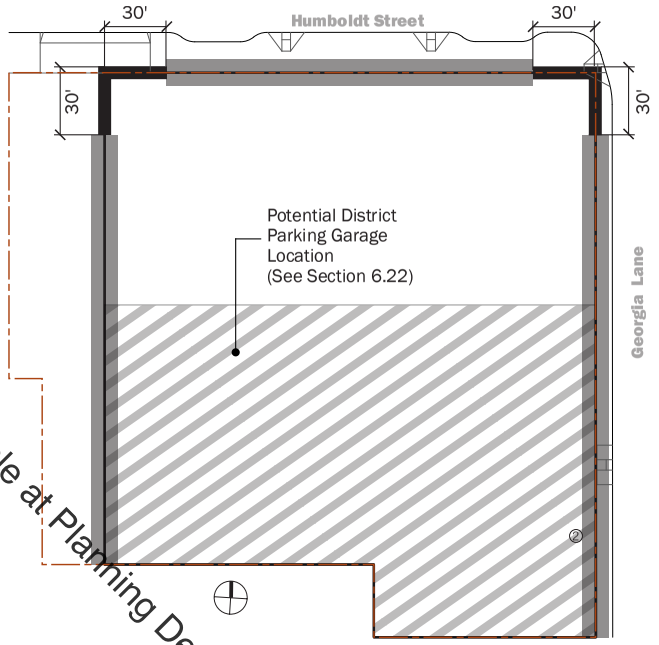
Figure A.5.3 Block 5 Ground-Floor Uses



Note:
① Active Use not required for parking garage frontage if located at Block 5.

Figure A.5.4 Block 5 Parking and Loading



* One loading entry and one parking entry allowed per building, with exceptions as listed in Section 6.20.

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A.6 Block 15 Controls

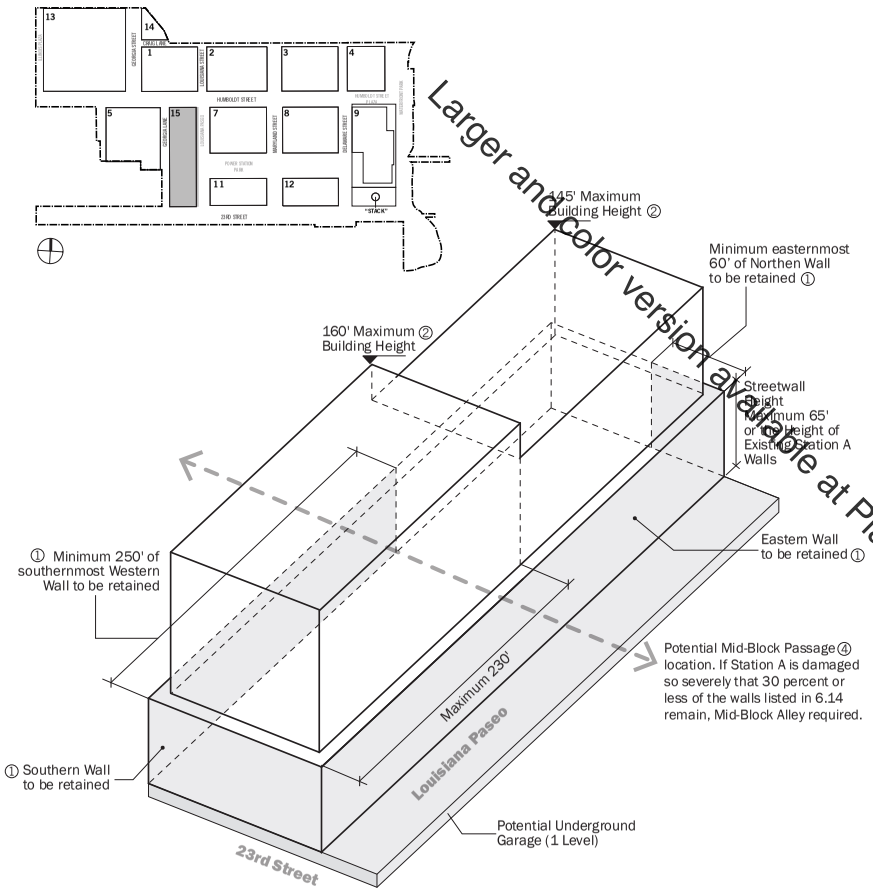
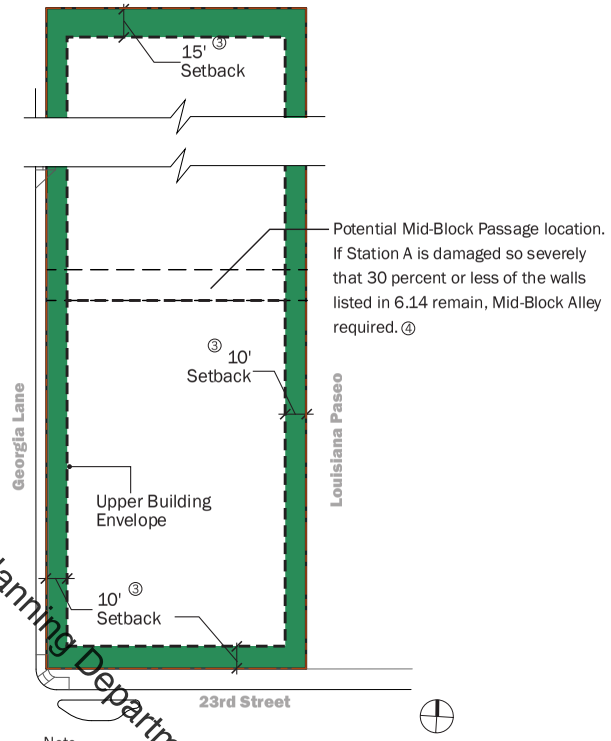


Figure A.6.2 Block 15 Bulk Controls Axon

Figure A.6.1 Block 15 Bulk Controls



Note:
① See Section 6.14.5 Station A Retained Features.
② See Section 6.14.5 Station A Sculpting for alternative height locations.
③ See Section 6.14.5 Station A Sculpting for alternative approaches to building setbacks.
④ See Section 6.3 for Mid-Block Alley/Passage Controls.

- Block Boundary
- Potential Build-to Line
- Upper Building Envelope
- Curb Line
- Maximum 65' Streetwall Height or the Height of Existing Station A Walls

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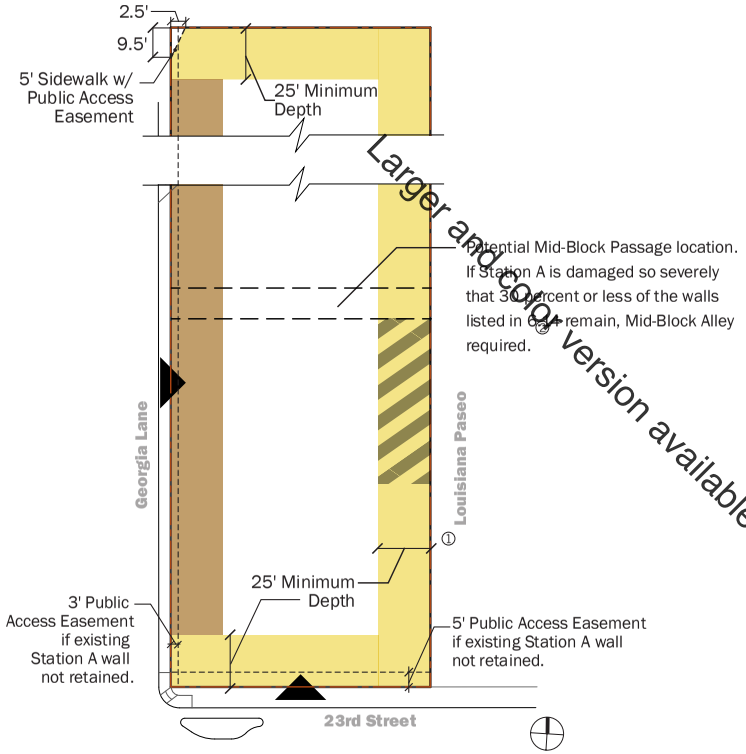
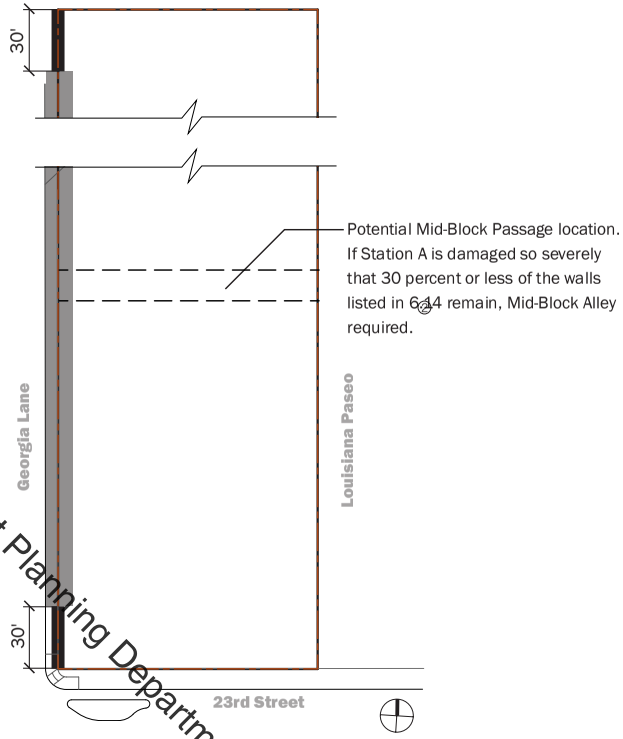
Figure A.6.3 Block 15 Ground-Floor Uses



- Block Boundary
- Potential Build-to Line
- Public Access Easement
- Curb Line
- Building Address Frontage
- Active Use Frontage
- Active Lane Frontage
- Required Active Use frontage with and without Station A

Note:
① If Station A is damaged so severely that 30 percent or less of the walls listed in 6.14 remain, then Active Frontage will apply to north, east, and south façades, and Active Lane Frontage would apply to west façades. See Figure 3.2.1.
② See Section 6.3 for Mid-Block Alley/Passage Controls.

Figure A.6.4 Block 15 Parking and Loading



Note:
① One loading entry and one parking entry allowed per building, with exceptions as listed in Section 6.20.
② See Section 6.3 for Mid-Block Alley/Passage Controls.

- Block Boundary
- Potential Build-to Line
- Curb Line
- Potential Parking and Loading Entry Frontage ①
- 30' Loading Prohibited Zone

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A.7 Block 7 Controls (High-rise Tower)

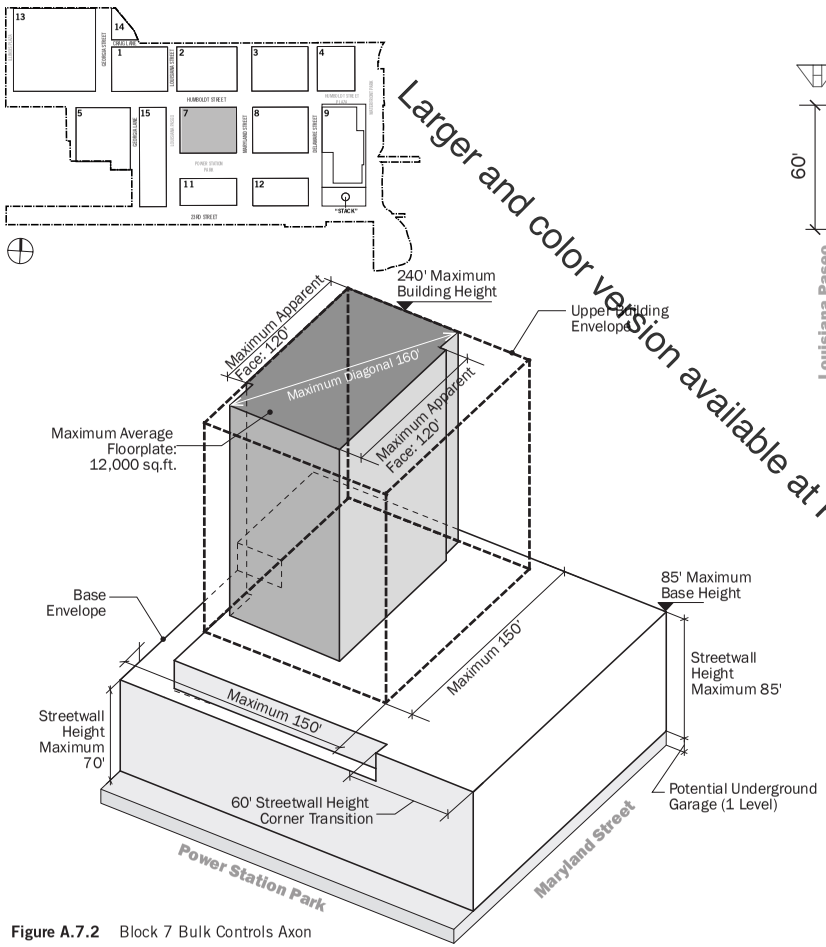

Figure A.7.2 Block 7 Bulk Controls Axon

Figure A.7.1 Block 7 Bulk Controls

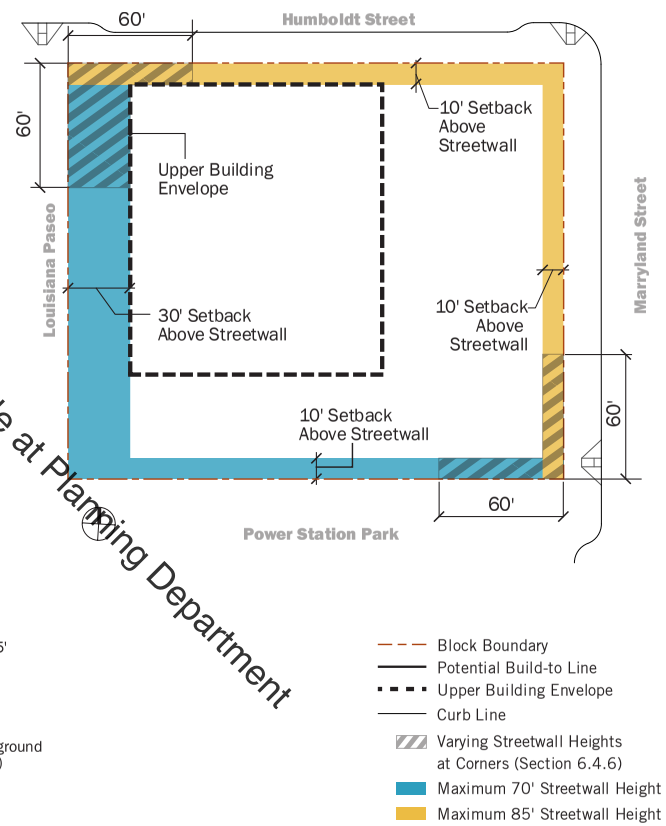

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Figure A.7.3 Block 7 Ground-Floor Uses

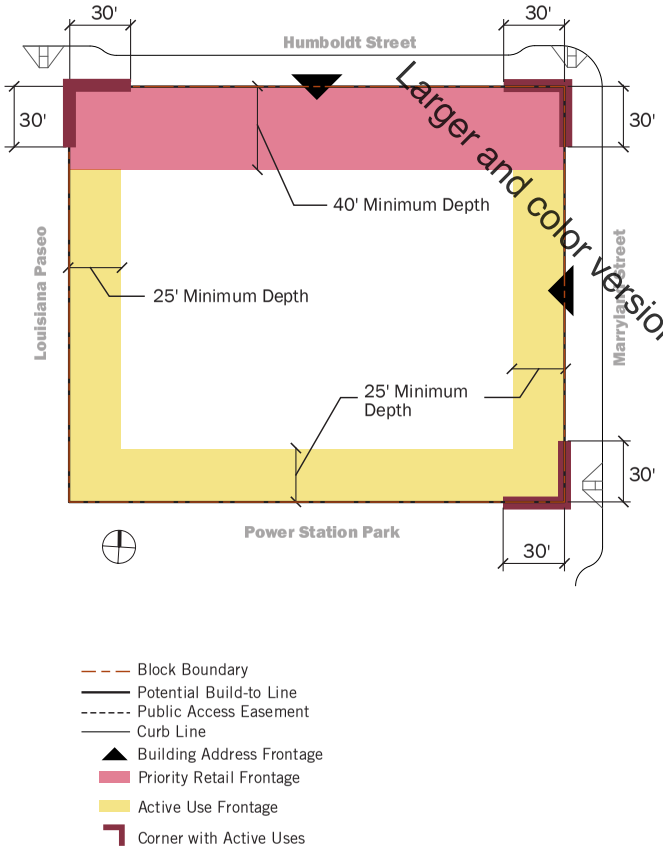
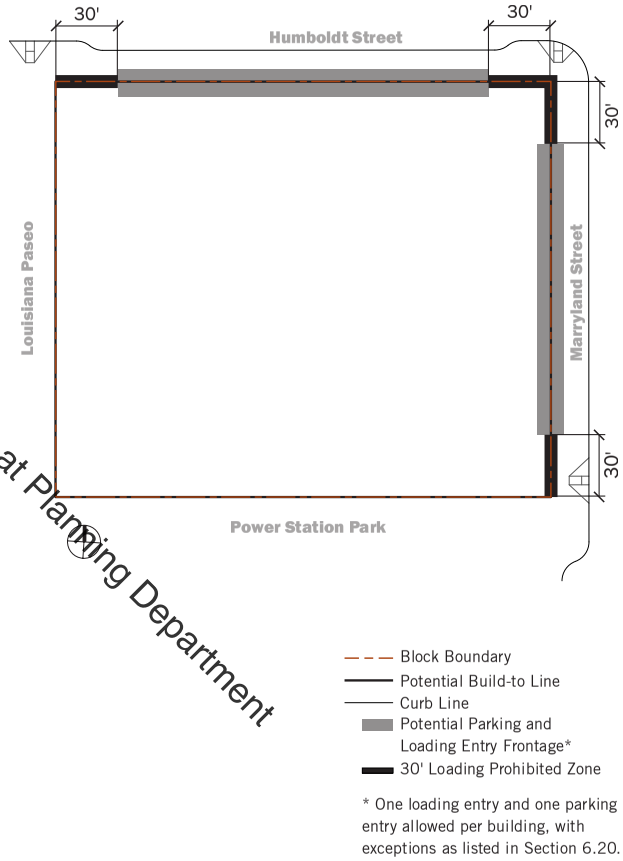


Figure A.7.4 Block 7 Parking and Loading



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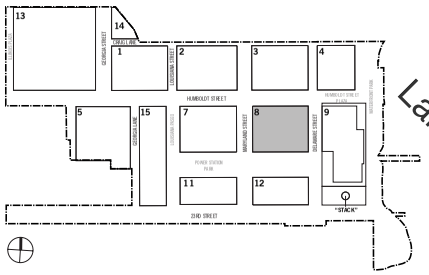
A.8 Block 8 Controls (Mid-rise Building)



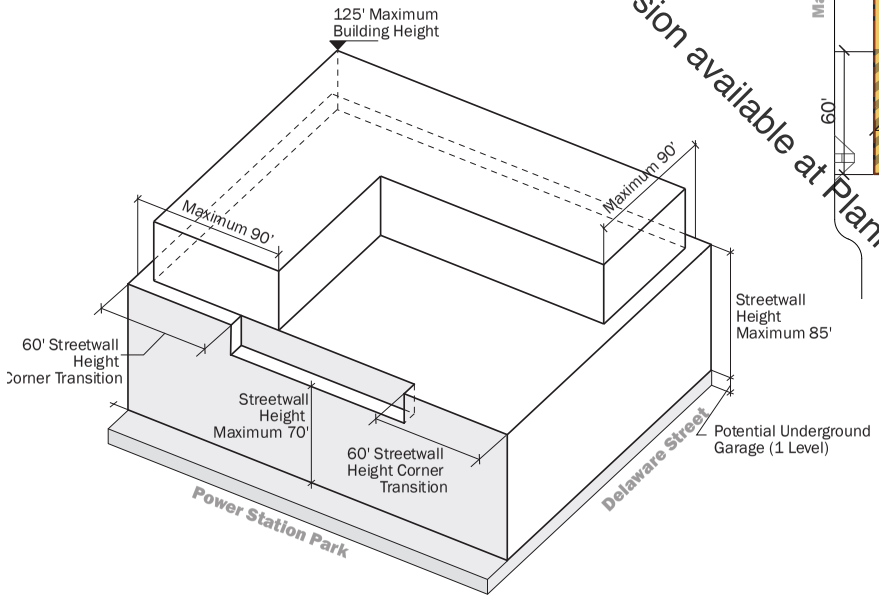
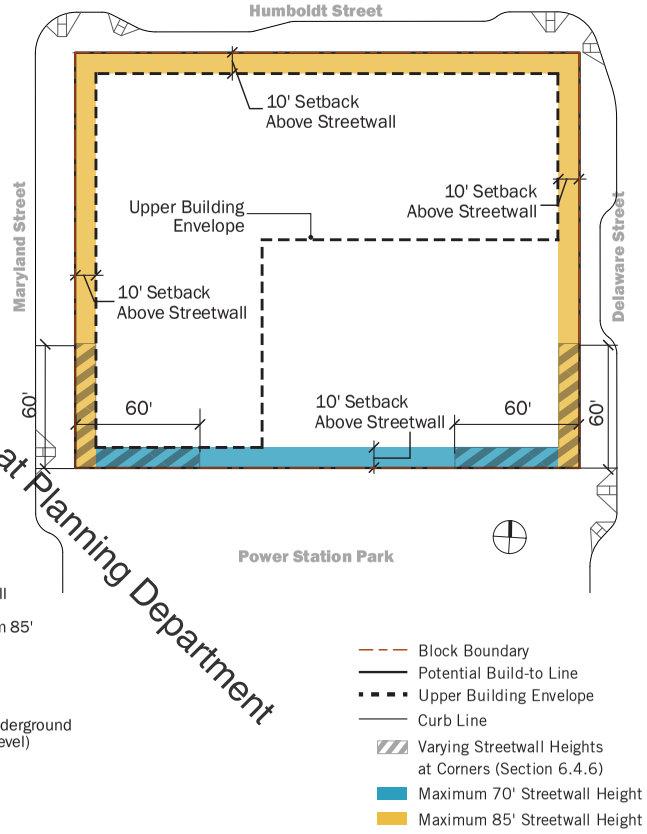


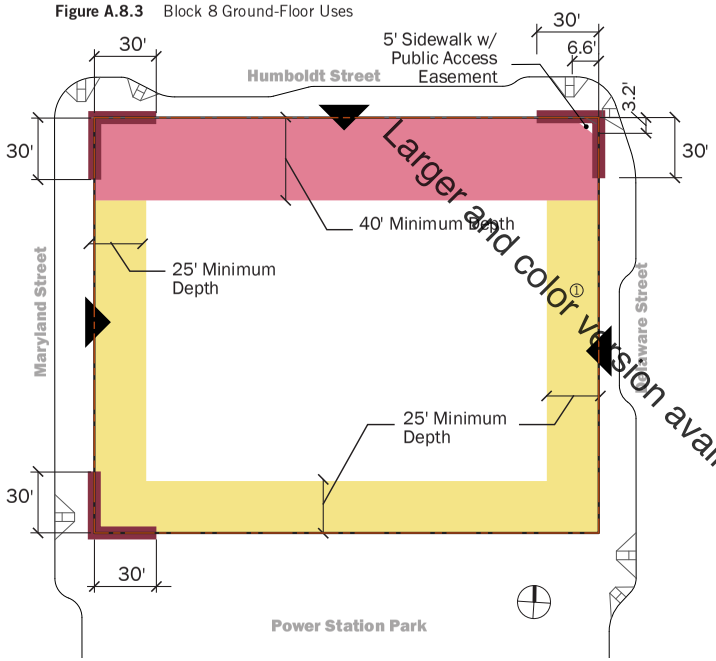
Figure A.8.2 Block 8 Bulk Controls Axon

Figure A.8.1 Block 8 Bulk Controls



Larger and color version available at Planning Department

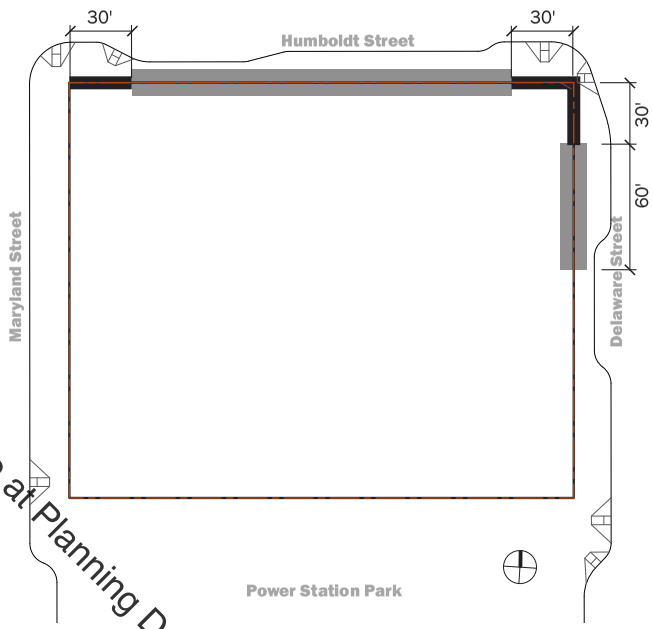
Figure A.8.3 Block 8 Ground-Floor Uses



- Block Boundary
- Potential Build-to Line
- Public Access Easement
- Curb Line
- Building Address Frontage
- Priority Retail Frontage
- Active Use Frontage
- Corner with Active Uses

Note:
① Transit Support Facilities shall be provided along the east side of Block 8, see Section 6.10.2

Figure A.8.4 Block 8 Parking and Loading



- Block Boundary
- Potential Build-to Line
- Curb Line
- Potential Parking and Loading Entry Frontage*
- 30' Loading Prohibited Zone

* One loading entry and one parking entry allowed per building with exceptions as listed in Section 6.20.

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A.9 Block 9 Options

Block 9 currently contains the Unit 3 power block structure. Two options for the block have been envisioned – one where Unit 3 remains and is repurposed with a hotel, and another option where the structure is demolished and replaced with open space and a building with either hotel or residential uses.

Option 1: With Unit 3
In Option 1, the Unit 3 power block would remain and become repurposed as a hotel, residential building, or combination of the two. This option would require the removal of obsolete mechanical equipment within Unit 3, such as the boiler. In some areas, subject to the standards discussed below, the building envelope could increase to create a floorplate more suitable for rehabilitation. The standards and guidelines given in Section 6.13 will guide development on this block under Option 1.

Option 2: Without Unit 3
In Option 2, the Unit 3 power block would be demolished and a new building constructed pursuant to the controls contained in this D4D, in particular, see Section 6.11.8.

The following diagrams depict standards and guidelines contained in this D4D for Block 9 with and without Unit 3.

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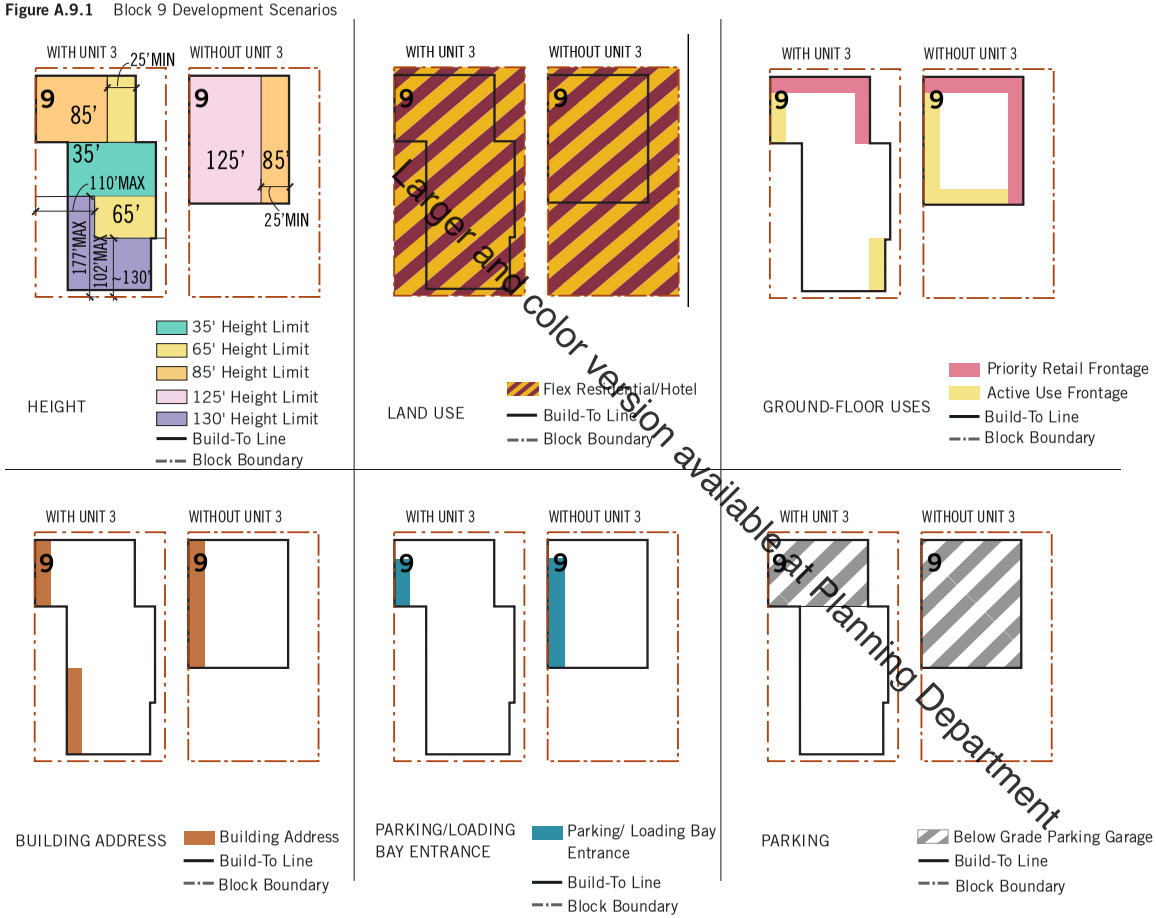
Figure A.9.1 Block 9 Development Scenarios



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A.9A Block 9 Controls: With Unit 3

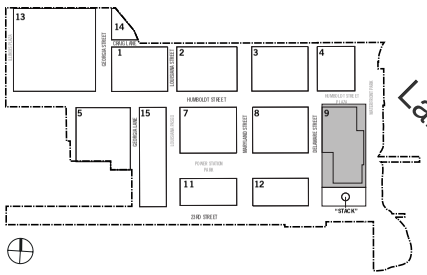
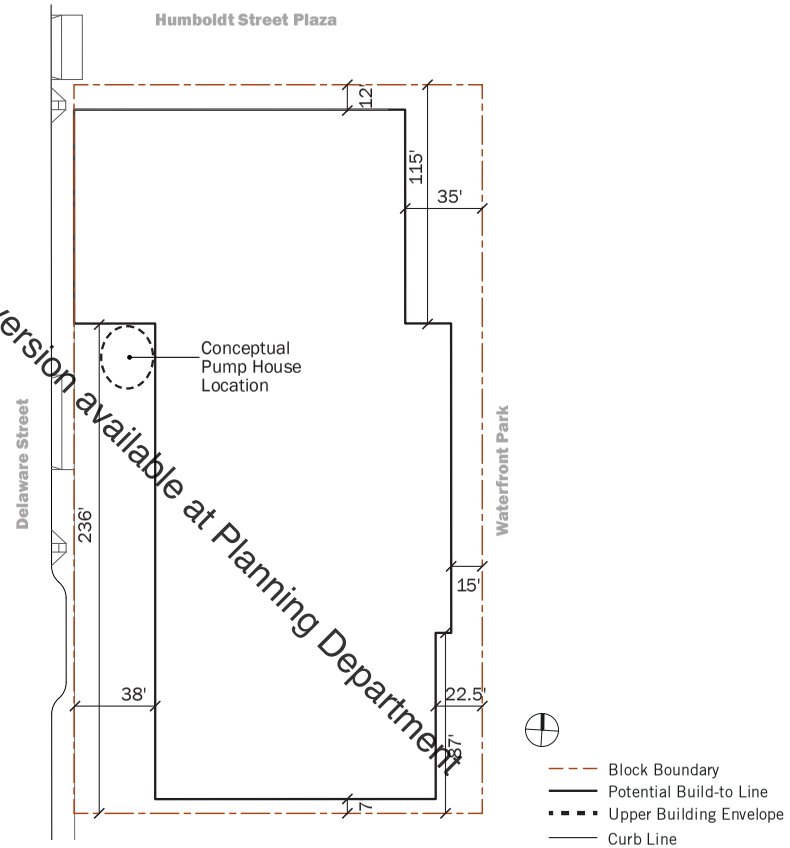


Figure A.9.2 Block 9A Setbacks



Note: Above a height of 36 feet, the building may project west of the 38-foot setback line by up to 17 feet, provided that SFFD can adequately service the building.

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Figure A.9.3 Block 9A Ground-Floor Uses

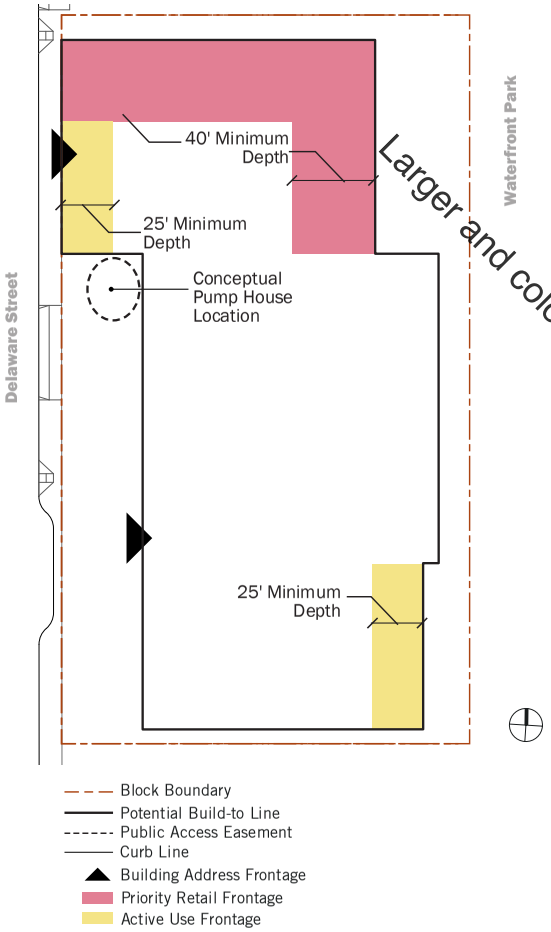

Figure A.9.4 Parking and Loading

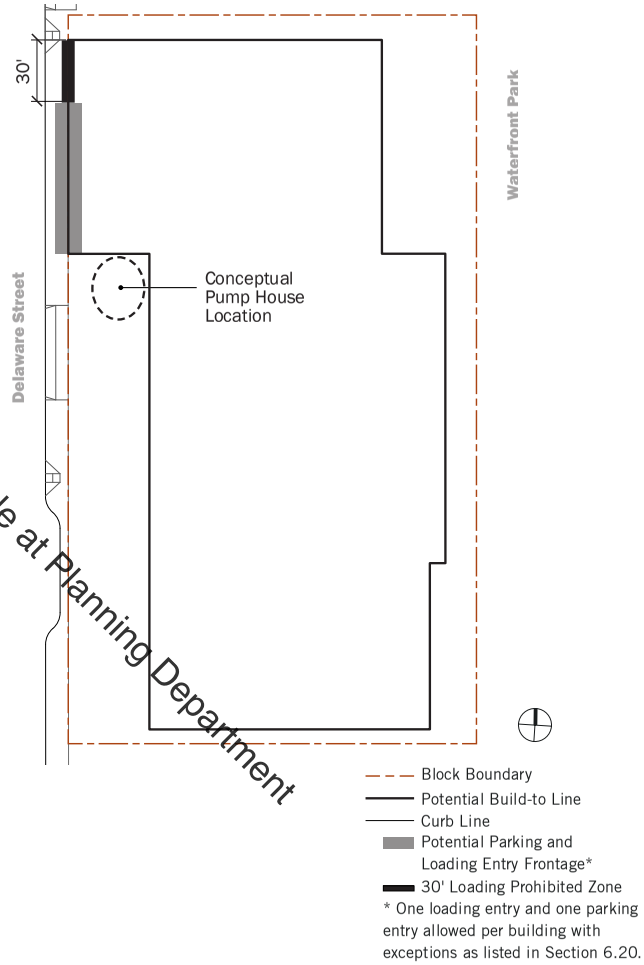

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Figure A.9.5 Block 9A Height Controls

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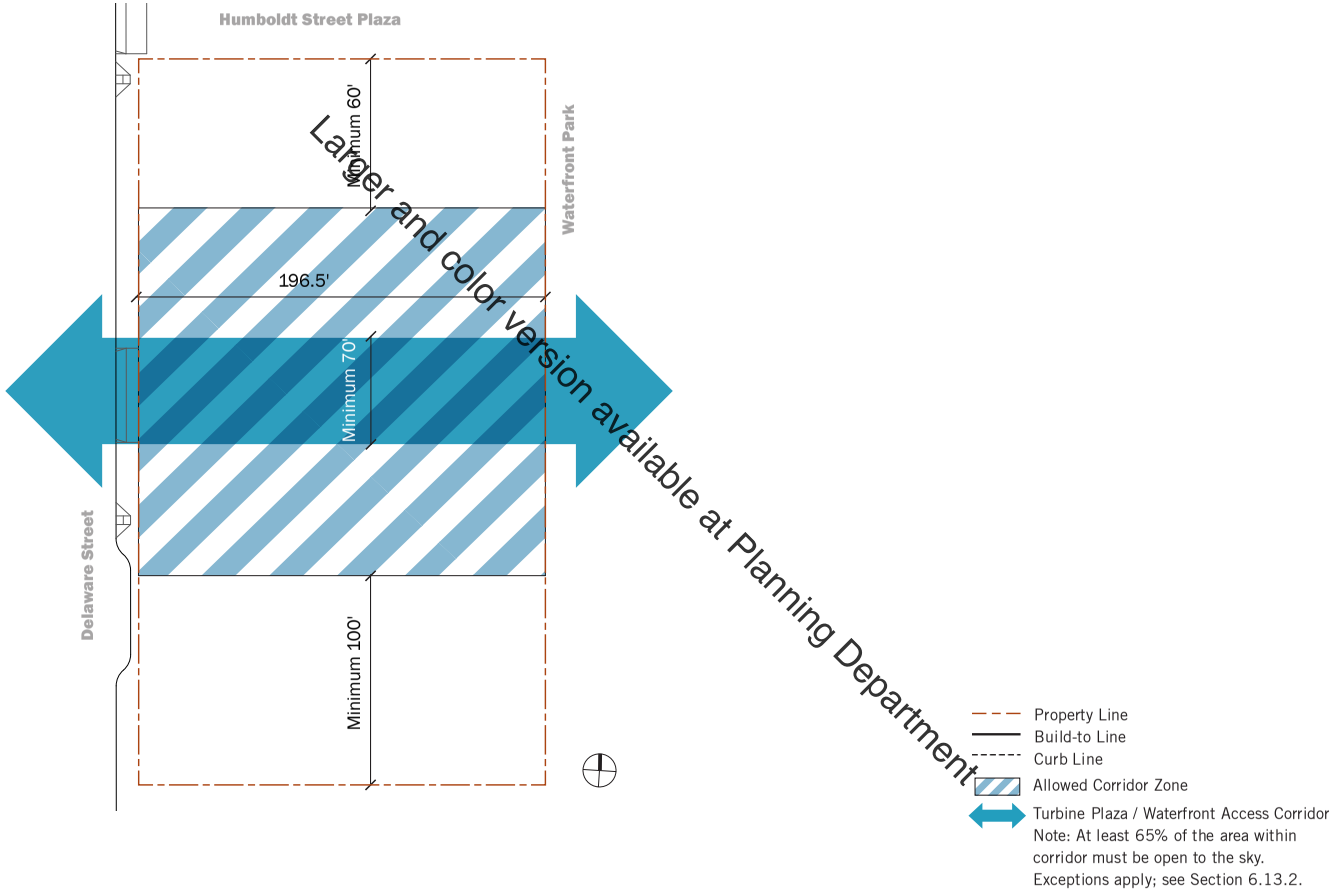
Figure A.9.6 Block 9A Access Corridor Requirement



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A.9B Block 9 Controls: Without Unit 3

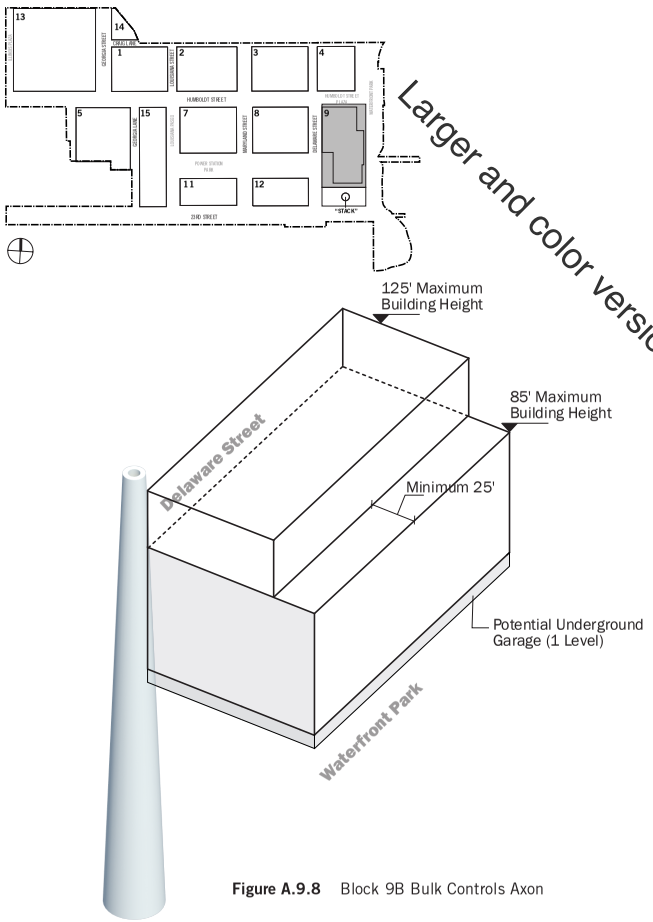

Figure A.9.8 Block 9B Bulk Controls Axon

Figure A.9.7 Block 9B Setbacks

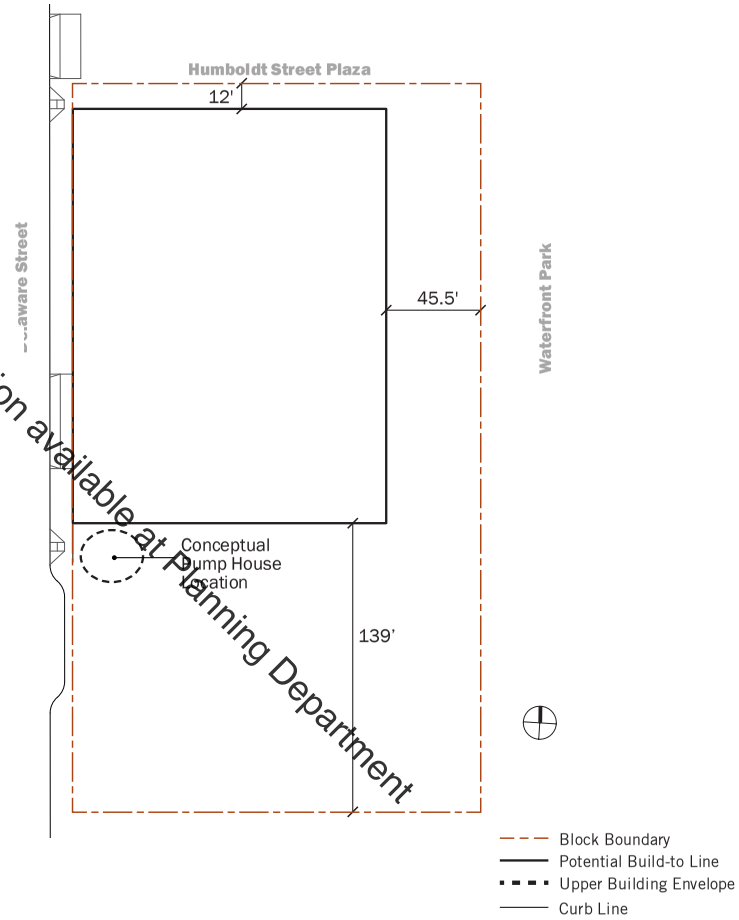

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Figure A.9.9 Block 9B Ground-Floor Uses

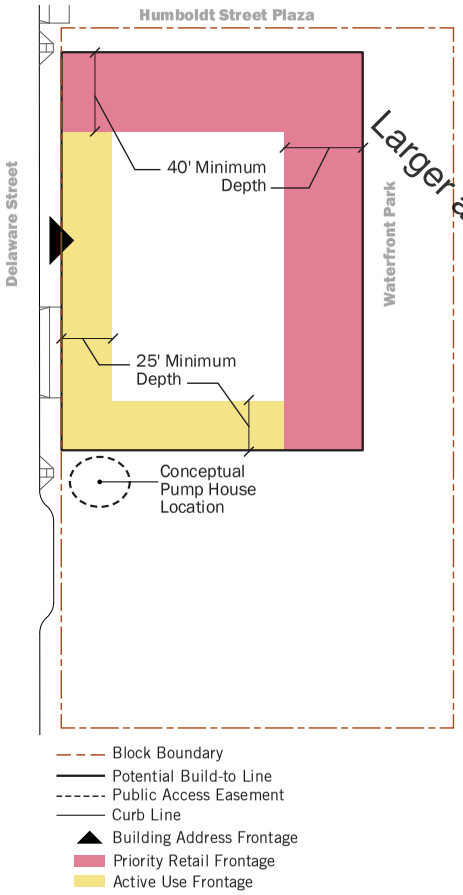


Figure A.9.10 Block 9B Height Controls

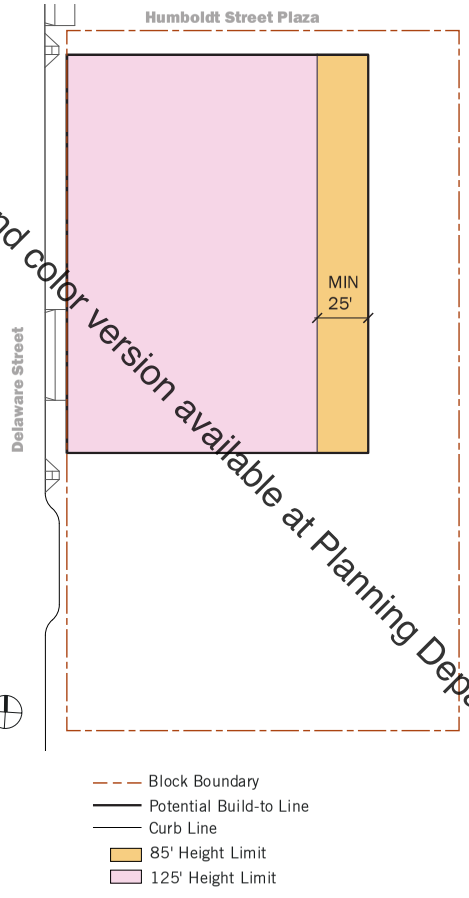
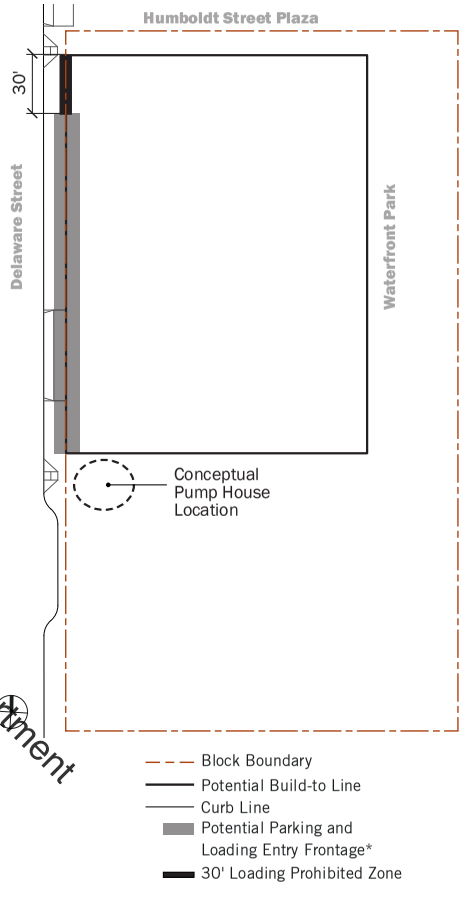


Figure A.9.11 Block 9B Parking and Loading



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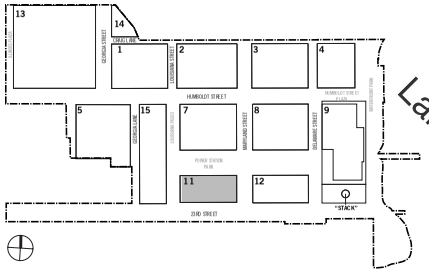
A.10 Block 11 Controls (Mid-rise Building)



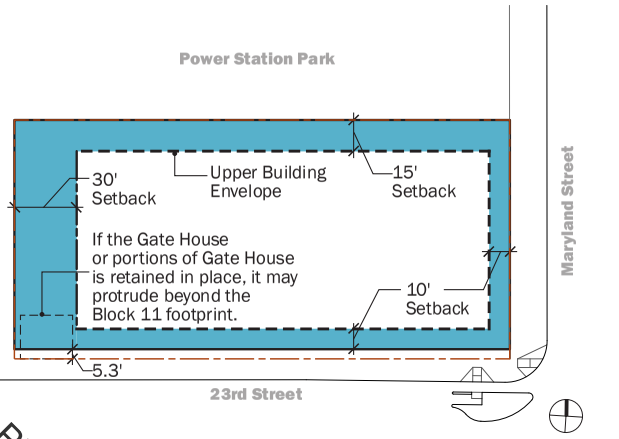


Figure A.10.1 Block 11 Bulk Controls

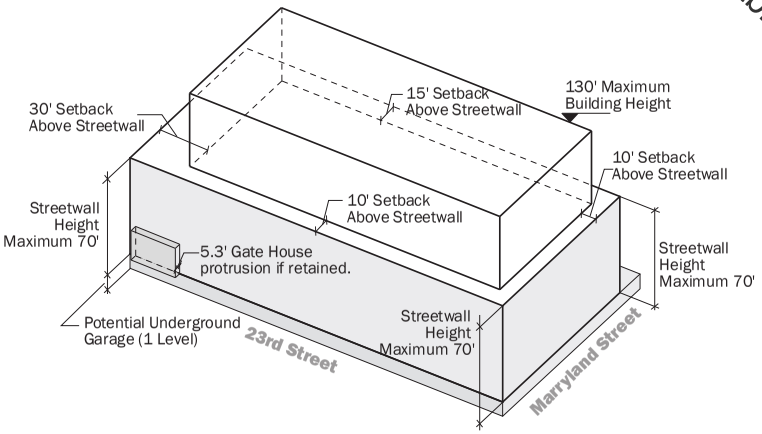
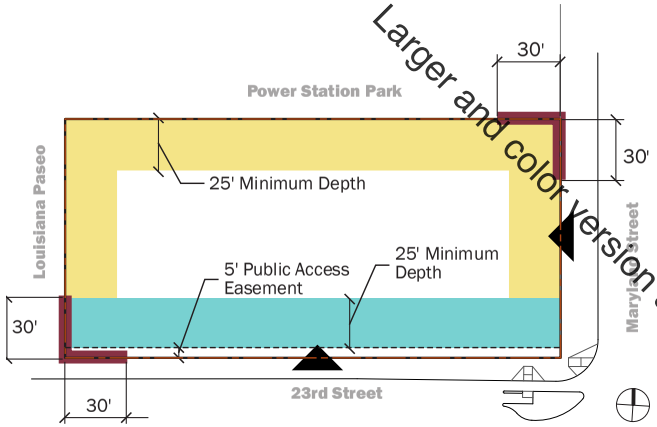


Figure A.10.2 Block 11 Bulk Controls Axon

Block Boundary
Potential Build-to Line
Upper Building Envelope
Curb Line
Maximum 70' Streetwall Height

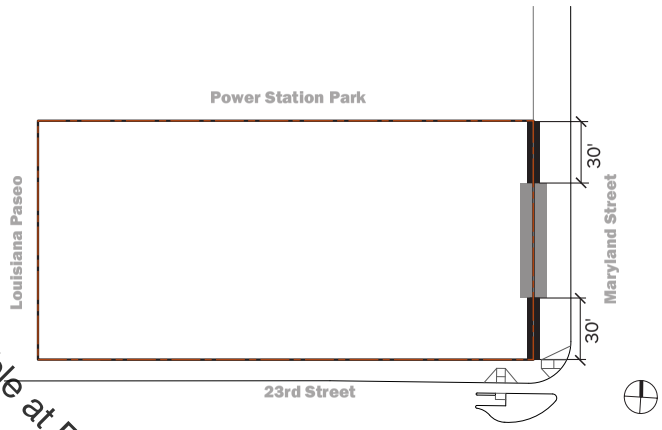
Larger and color version available at Planning Department

Figure A.10.3 Block 11 Ground-Floor Uses



- Block Boundary
- Potential Build-to Line
- Public Access Easement
- Curb Line
- Building Address Frontage
- PDR Frontage
- Active Use Frontage
- Corner with Active Uses

Figure A.10.4 Block 11 Parking and Loading



- Block Boundary
- Potential Build-to Line
- Curb Line
- Potential Parking and Loading Entry Frontage*
- 30' Loading Prohibited Zone

* One loading entry and one parking entry allowed per building, with exceptions as listed in Section 6.20.

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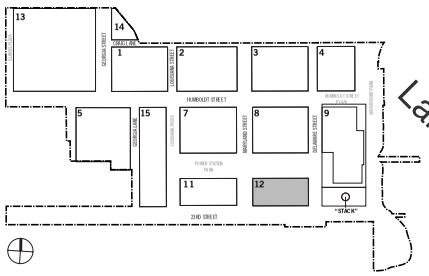
A.11 Block 12 Controls (Low-rise Building)



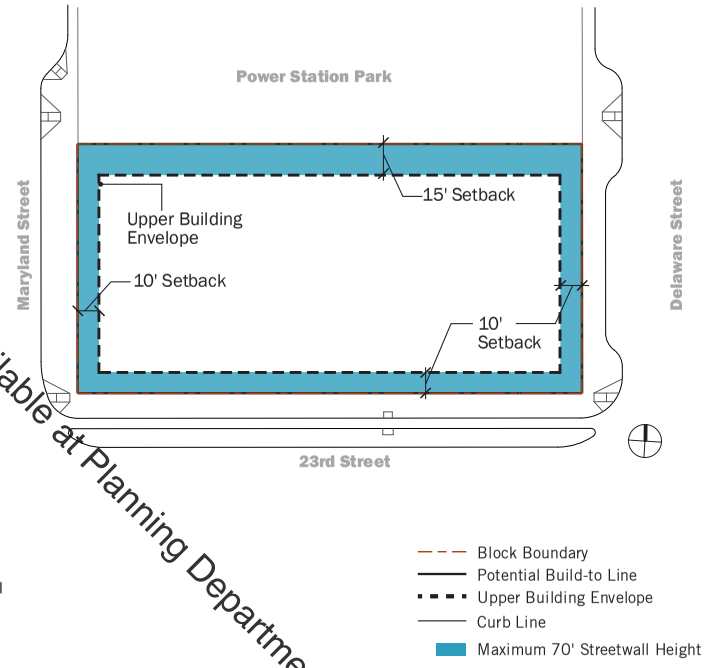


Figure A.11.1 Block 12 Bulk Controls

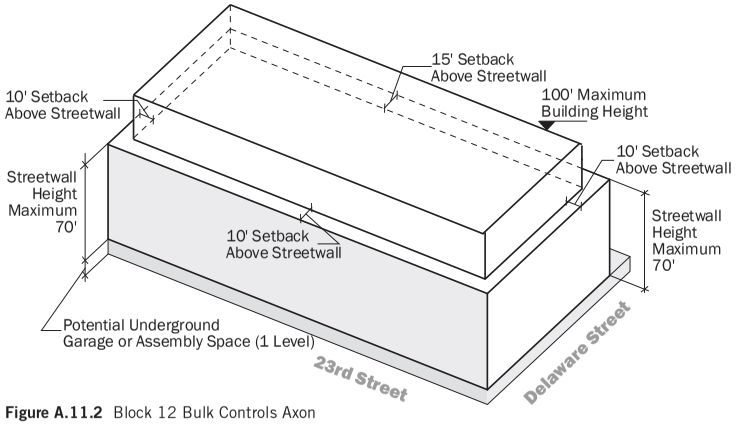


Figure A.11.2 Block 12 Bulk Controls Axon

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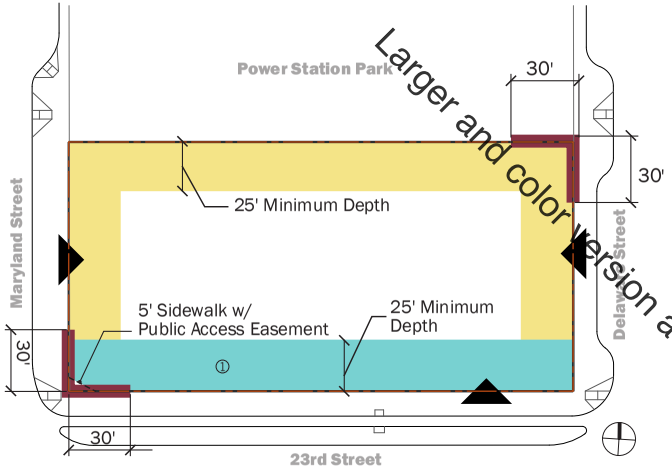
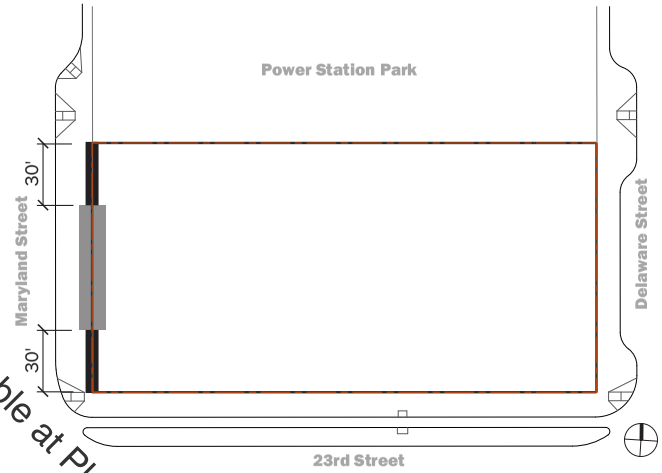
Figure A.11.3 Block 12 Ground-Floor Uses



Block Boundary
Potential Build-to Line
Public Access Easement
Curb Line
Building Address Frontage
PDR Frontage
Active Use Frontage
Corner with Active Uses

Note:
① Transit Support Facilities shall be provided along the south side of Block 12, see Section 6.10.1

Figure A.11.4 Block 12 Parking and Loading



Block Boundary
Potential Build-to Line
Curb Line
Potential Parking and Loading Entry Frontage*
30' Loading Prohibited Zone

* One loading entry and one parking entry allowed per building, with exceptions as listed in Section 6.20.

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A.12 Block 13 Controls (Low-rise Building)

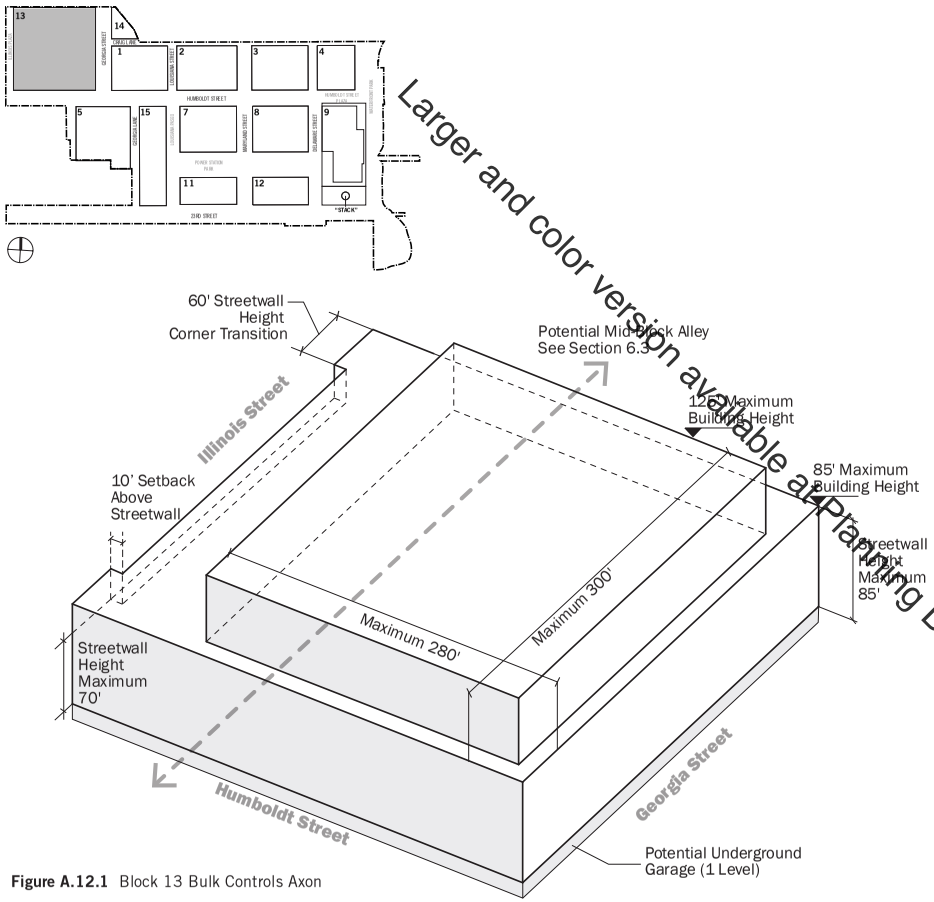

Figure A.12.1 Block 13 Bulk Controls Axon

Figure A.12.2 Block 13 Bulk Controls

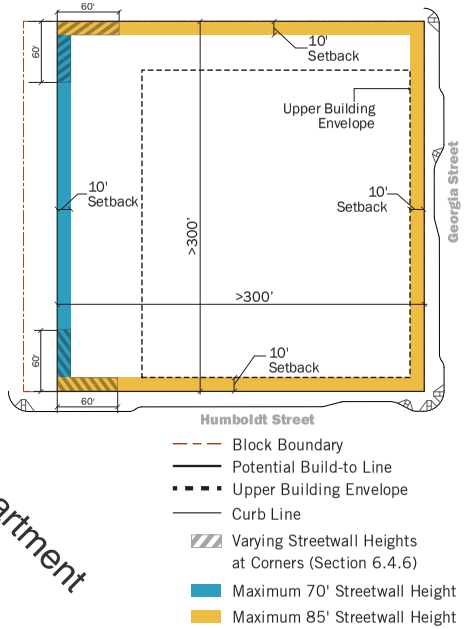

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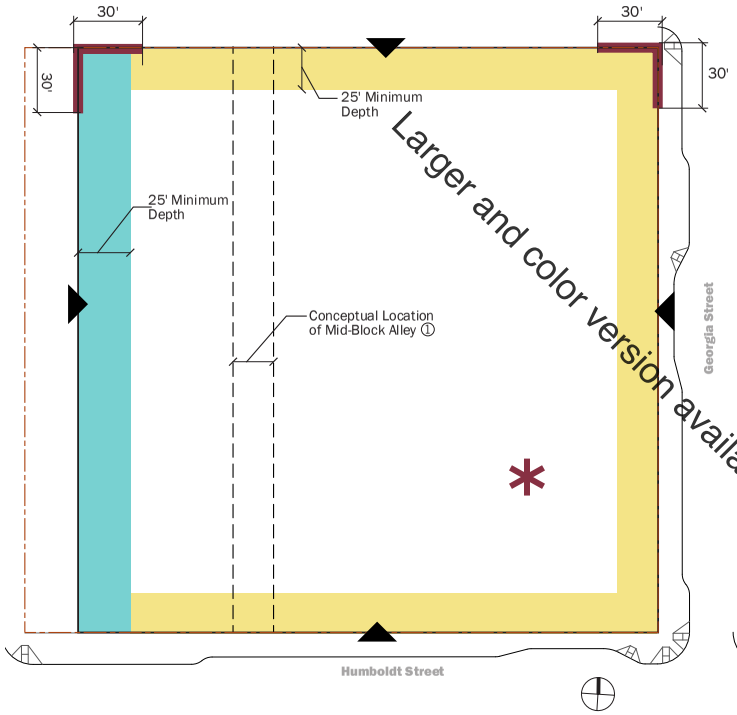
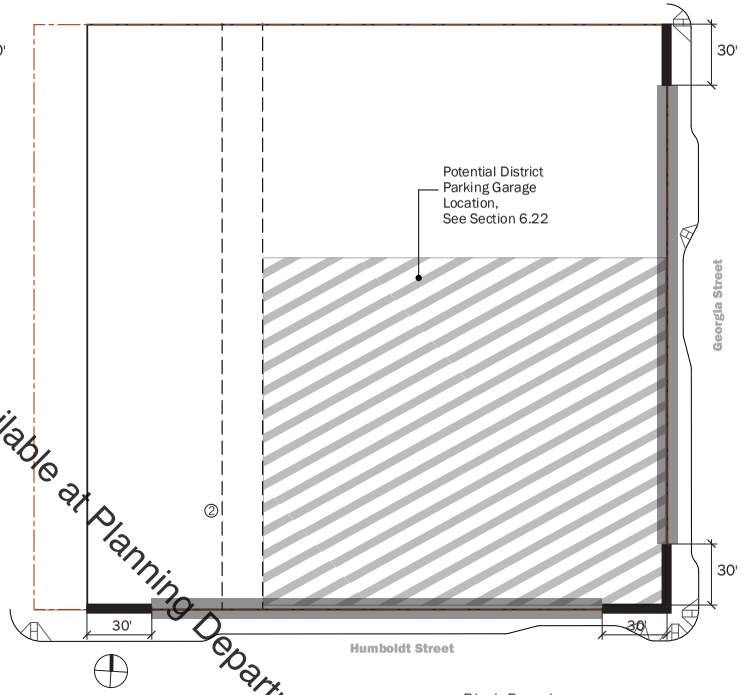
Figure A.12.3 Block 13 Ground-Floor Uses



- Block Boundary
- Potential Build-to Line
- Public Access Easement
- Curb Line
- Building Address Frontage
- PDR Frontage
- Active Use Frontage
- Corner with Active Uses
- Potential Grocery Store Location

Note:
① Active Lane Frontage is required on both sides of Mid-Block Alley. Exact location of Mid-Block Alley is to be determined during design of Block 13.

Figure A.12.4 Block 13 Parking and Loading



- Block Boundary
- Potential Build-to Line
- Curb Line
- Potential Parking and Loading Entry Frontage*
- 30' Loading Prohibited Zone
- Potential District Parking Garage

* One loading entry and one parking entry allowed per building, with exceptions as listed in Section 6.20.

Note:
② Potential Parking and Loading Entry Frontage is allowed on both sides of Mid-Block Alley. Exact location of Mid-Block Alley is to be determined during design of Block 13.

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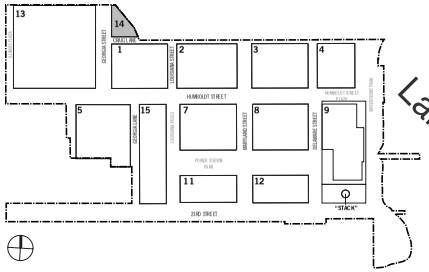
A.13 Block 14 Controls (Low-rise Building)



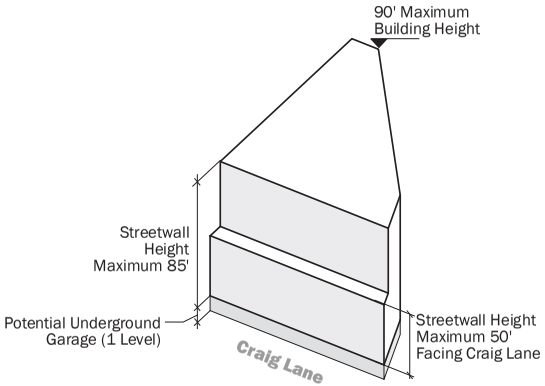


Figure A.13.2 Block 14 Bulk Controls Axon

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Figure A.13.1 Block 14 Bulk Controls

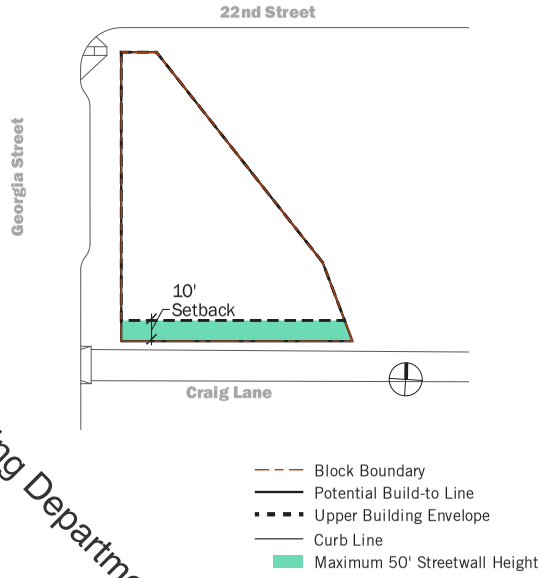


Figure A.13.3 Block 14 Ground-Floor Uses

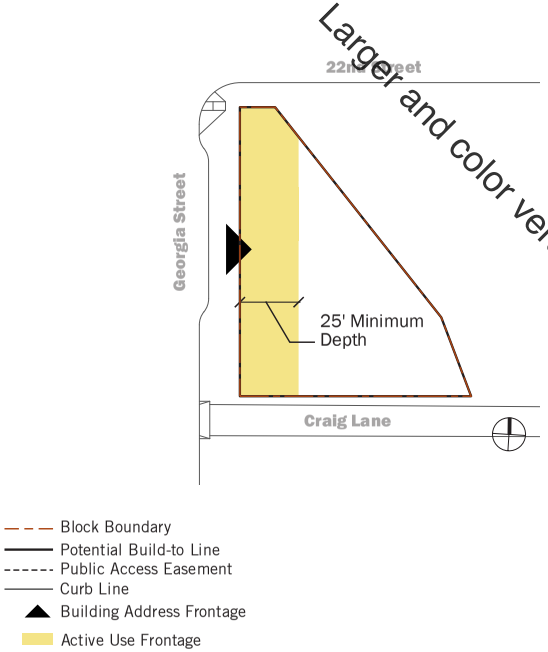
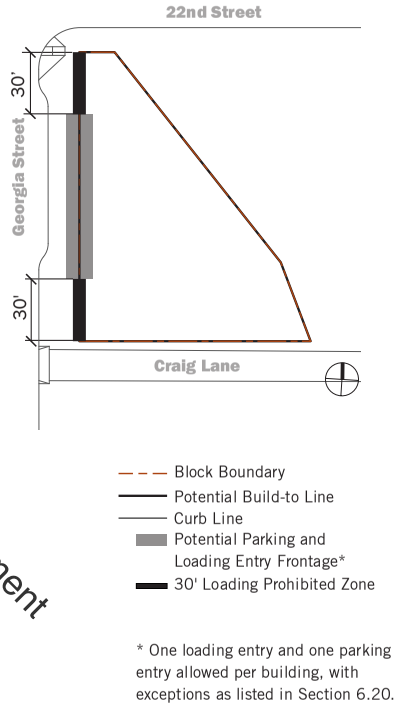


Figure A.13.4 Block 14 Parking and Loading



* One loading entry and one parking entry allowed per building, with exceptions as listed in Section 6.20.

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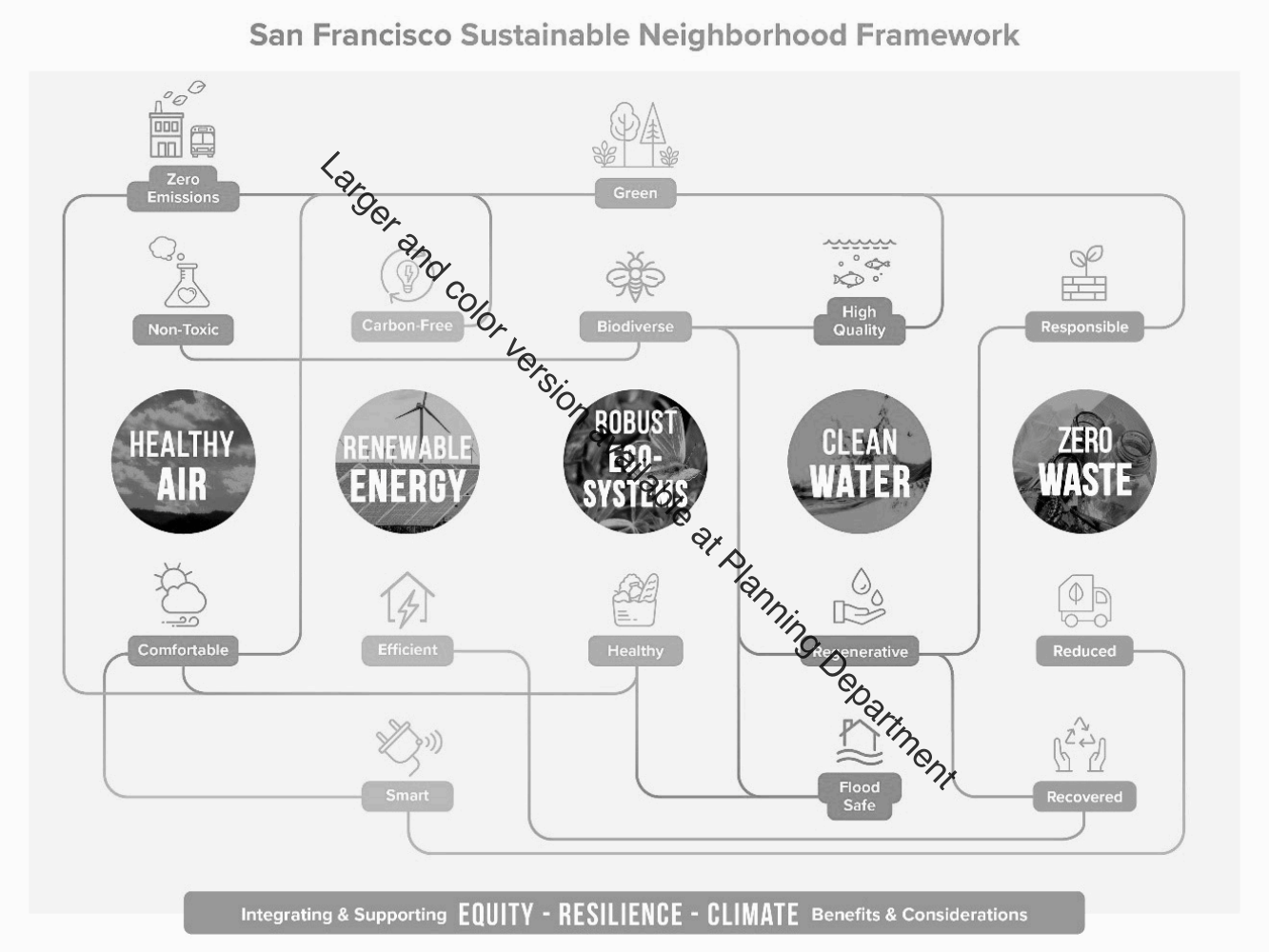

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B. Sustainable Neighborhood Framework

The Power Station will be an example for how to convert a formerly polluting power plant into a healthy, resilient, and regenerative community.

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The City of San Francisco, led by SF Planning, in collaboration with fellow agencies, has been developing a Sustainable Neighborhood Framework, which builds on years of work around various "eco-districts" (e.g., Mission Rock, Central SoMa Area Plan) and global best practices. The Framework seeks to synthesize citywide sustainability, climate, and resilience-related policies into a comprehensive yet streamlined tool that helps any scale development amplify environmental performance, quality of life, and community co-benefits. It also seeks to ensure investments throughout the built environment support San Francisco's global commitment to be a net-zero city by 2050 by embedding the City's bold and urgent climate and related goals: healthy air, renewable energy, clean water, robust ecosystems, and zero waste.

As a platform, the Framework aims to:

- Provide a consistent vision and set of priorities for sustainable development throughout the City
- Advance equity and climate resilience through the thoughtful, integrated, and innovative pursuit of environmental sustainability regulations
- Help identify opportunities, constraints, best practices, and potential partnerships for success

Neighborhood- or district-sized developments are an ideal scale for maximizing the effectiveness and efficiency of environmental sustainability and climate resilience aims. Potrero Power Station was invited to help pilot this program during its development, starting with the draft Framework issued by the City in late 2017. Over the past two years, the Power Station team worked with City staff in an iterative process to use and refine the framework as best fits the opportunities and constraints of the project. For each of the Sustainable Neighborhood Framework's five goals, a robust table summarizes related existing regulations (at the time of this publication), project-specific goals to achieve by build-out (non-binding), relevant standards and guidelines (required), and considerations (recommendations) that are found and detailed throughout the D4D. Together, this comprehensive approach to sustainable development supports the Potrero Power Station project's ability to become an exemplary neighborhood in San Francisco.

Potrero Power Station Carbon Reduction Approach

An overarching goal of the Potrero Power Station project is to create a low-carbon-emitting community, in response to the site's past use as a power plant and in accordance with San Francisco's ambitious climate goals. The project aims to reduce Greenhouse Gas (GHG) emissions in ways that also improve air quality, human health and wellness, water conservation, and resilience.

A preliminary GHG emissions assessment was undertaken during the master plan phase to determine where the greatest GHG impact could be made. The findings of this study influenced GHG-reduction strategies in several ways, as described below and illustrated at right.

TRANSPORTATION

The largest emitter is transportation, contributing 59% of the site's GHGs. The project's Transportation Demand Management Plan includes measures that address trip reduction, parking policy and pricing, and neighborhood and site enhancements. These reduce GHG emissions related to transportation by approximately 20% compared to the baseline for the site.

BUILDING OPERATIONS

Building energy use is next greatest, contributing 30% of GHG emissions. Of these, the residential buildings emit the largest part (13%), as this is the largest use in the site plan. Laboratory buildings are next (9%); despite comprising only a few parcels, these buildings have the highest energy use per square foot. The remainder of the 30% comes from office buildings (5%), hotel (2%), and retail (1%).

To address building energy GHG emissions, a smart, thermal energy approach is being considered, which pairs buildings of different uses in a way that reduces heating and cooling energy use. The project is also exploring the use of electrical energy for heating, cooling, and domestic hot water. Eliminating combustion for these uses reduces GHGs while improving local air quality. Using electricity also means that the project is "future-proofed" for a low-carbon grid – as the California energy grid adds renewables over time, the Power Station will continue to lower GHG emissions.

Over the course of 60 years, the combination of shared thermal energy plants and electrified buildings are estimated to reduce operational GHG emissions by approximately 30% beyond a development built to Title 24-2016 energy standards. Furthermore, buildings will meet San Francisco's Green Building Code, which includes requirements for energy efficiency that get more stringent with each Code cycle, further driving down GHGs.

EMBODIED CARBON

Lastly, 11% of GHGs came from embodied carbon of materials (the carbon emitted in the extraction, manufacture, transportation, and installation of materials to the site). Of this, approximately 1% is from the site development, and 10% from buildings.

Taken all together, Power Station project model shows that these strategies could reduce total project GHG emissions by approximately 20%, as compared with a standard development in the same area of San Francisco (See Figure Potrero Power Station GHG Emissions).

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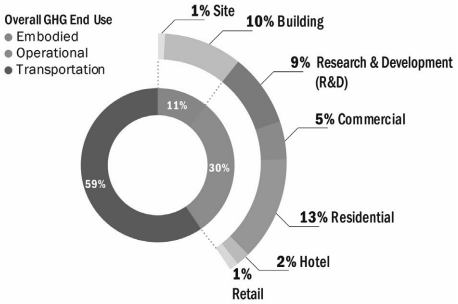
POTRERO POWER STATION GHG CHARACTERIZATION



POTRERO POWER STATION GHG EMISSIONS

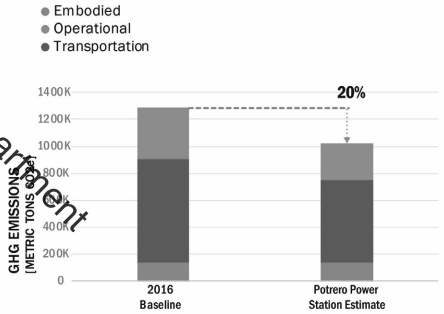


Table B.13.1 Sustainable Neighborhood Framework

GOAL 1

Ensure Non-Toxic & Comfortable Air Indoors & Out

EQUITY

OPPORTUNITIES: keep from exacerbating the health impacts of cumulative air pollution like respiratory and cardiovascular; decrease hospital visits for those with limited access to health insurance.

CONSIDERATIONS: Projects in neighborhoods with populations with greater sensitivity to extreme heat should take additional measures to provide habitable environments; population-specific health challenges may warrant additional study.

RESILIENCE

OPPORTUNITIES: better respond to heat waves and bad air quality days.

CONSIDERATIONS: integrate future heating and cooling needs into energy capacity scaling equipment; extreme heat puts pressure on essential services such as energy, transport, and health.

CLIMATE

OPPORTUNITIES: lower toxic pollutants; renewable electricity exports; reduced risks of ozone production due to higher temperatures.

CONSIDERATIONS: analyze long-term climate impacts of strategies to respond to high temperatures.

TARGETS	APPROACHES	EXISTING REQUIREMENTS	GOALS FOR THE POTRERO POWER STATION	POTRERO D4D STANDARDS AND CONSIDERATIONS
ZERO-EMISSION environments	**Land Use**		• TDM Plan that achieves Planning Code Compliant points target • Increase sustainable trips (walk, bike, transit, carpool) and encourage zero-emission vehicles for remainder • 25% of all off-street parking stalls will be equipped with a plug for electrical vehicle charging • Minimize or eliminate combustion within buildings	**Section 5 Streets** 5.2 Pedestrian Network 5.3 Bicycle Network 5.4 On-Street Class II Bicycle Parking 5.5 Transit Network 5.6 Shuttle Network **Section 6 Buildings** 6.18.8 Shared Thermal Energy Plants 6.18.9 All-Electric Buildings 6.18.20 Real Time Transportation Information Displays 6.20.3 Electric Vehicle Charging 6.20.4 Car Share 6.21.1 Bicycle Parking Ratios 6.21.6 Bicycle-Supportive Amenities 6.22.3 Maximum Parking Ratio
	All-Electric			
	Construction Practices	Construction Air Filtration [GBC]		
	Material Selection	Greenhouse Gas Emissions compliance checklist [CEQA]		
	Active Mobility	Transportation Demand Management (TDM)		
	Electric Vehicles	100% EV-ready off-street parking Installed chargers at 5% of spaces		
100% NON-TOXIC interiors	**Material Selection**	Low-Emitting Materials [GBC]	• All buildings required to achieve LEEDv4 Gold certification and pursue at least three points under specific LEED materials and resources credits to encourage disclosure from materials manufacturers, prioritize responsible material selection and reduce whole building embodied carbon	**Section 6 Buildings** 6.8.10 Life-cycle Assessment 6.18.2 Non-toxic Building Interiors 6.18.4 Materials & Resources 6.18.11 Natural Ventilation 6.18.12 Natural Daylight 6.18.13 Solar Control and Exterior Shading 6.18.15 Biophilic Design 6.18.19 Climate Resilience
	Air Filtration	High Quality Air Filtration [GBC]		
COMFORTABLE micro-climates	**Passive Exterior Cooling**	High Quality Air Filtration [Art 38]	• See Robust Ecosystems Goal	See Robust Ecosystems Goal
	Interior Respites			

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Table B.13.1 Sustainable Neighborhood Framework (continued)

GOAL 2

Achieve an Efficient & Fossil Fuel-Free Environment

EQUITY

OPPORTUNITIES: healthier air; lower utility costs & minimized rate volatility; improved indoor comfort; energy revenues for local economy; equal access to energy efficiency upgrades for renters; increase job opportunities for energy upgrade work.

CONSIDERATIONS: avoid passing upfront retrofit costs to residents; limited owners/funding for existing building retrofits; explore opportunities for community-owned solar.

RESILIENCE

OPPORTUNITIES: reduced outages; emergency power supplies; reduced risk from natural gas explosions; secure against global oil price shifts and instability; better respond to heat waves and bad air quality days.

CONSIDERATIONS: plan for most vulnerable communities; tenant education about energy measures are great opportunities to foster stronger and connected communities.

CLIMATE

OPPORTUNITIES: emission free; Increasing energy efficiency reduces overall demand and accommodates fuel switching; reduce toxic pollutants.

CONSIDERATIONS: when assessing carbon footprint factor-in gas leak rates at well sites, forgo gas infrastructures to receive credits .

TARGETS	APPROACHES	EXISTING REQUIREMENTS	GOALS FOR THE POTRERO POWER STATION	POTRERO D4D STANDARDS AND CONSIDERATIONS
Maximum energy EFFICIENT environments	**Solar Orientation**	Reduce energy use by 5% [Title 24/ GBC]	• Buildings will consider passive design measures (orientation, massing, facade optimization) to reduce overall energy demand and active measures such as shared thermal energy plants to more effectively deliver energy to the buildings • All buildings required to achieve LEEDv4 Gold certification which includes optimized energy performance as a certification strategy	**Section 4 Open Space** 4.27.3 Thermal Energy Plant Piping Connection **Section 6 Buildings** 6.8.10 Life-cycle Assessment 6.18.1 Building Performance 6.18.8 Shared Thermal Energy Plants 6.18.11 Natural Ventilation 6.18.12 Natural Daylight 6.18.13 Solar Control and Exterior
	Building Form			
	Envelope & Façade Treatements			
	Mechanical Systems			
	Appliances			
	Vegetation			
100% CARBON-FREE energy	**On-Site Renewable Power Generation**	15% roof area installed with solar PV or solar thermal systems [GBC]	• Preferred locations for renewable energy production (PV and solar thermal hot water) based on solar access and visibility from other buildings, as outlined in Table 6.18.1 • Consider providing sufficient renewable energy generation and battery storage to support adequate power supply for up to 72 hours during emergencies and power outages. • Consider feasibility of meeting 100% of building energy demands with greenhouse gas free or renewable electricity through a combination of on-site renewable energy generation and green power purchase	**Section 6 Buildings** 6.18.9 All-Electric Buildings 6.18.10 Energy for Emergencies 6.18.21 Renewable Energy 6.19.1 Better Roofs 6.19.3 Photovoltaic Panels Table 6.19.1 Better Roofs Recommendations
	Solar Thermal Hot Water			
	Battery Storage			
	All-Electric			
	Green Power Purchase			

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Table B.13.1 Sustainable Neighborhood Framework (continued)

GOAL 3

Support Biodiversity & Connect Everyone to Nature Daily

EQUITY

OPPORTUNITIES: access to healthy and affordable food; physical and mental health improvement; social cohesion and connection to one's environment; reduced exposure to noise, air pollution, and extreme heat; robust biodiversity minimizes rodent infestations.

CONSIDERATIONS: inequitable access, use, or quality of green spaces by vulnerable populations; additional maintenance costs (public & private); potential existing contaminants for safe food production.

RESILIENCE

OPPORTUNITIES: ecosystem services improve shoreline and urban flood management, reducing housing and work place instability and access due to flooding; planted hillsides are less susceptible to erosion and landslides; wildlife biodiversity.

CONSIDERATIONS: increased landscaping that includes too much impervious surface can increase flooding; poor plant selection or irrigation equipment can exacerbate water scarcity.

CLIMATE

OPPORTUNITIES: enhance climate regulation and carbon sequestration; reduce carbon footprint associated with to large-scale food production; distribution and waste; improve water efficiency.

CONSIDERATIONS: gas-powered lawn equipment exacerbates emissions and health impacts of landscaping; poor landscaping maintenance practices can lead to additional methane from decomposing green waste.

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TARGETS	APPROACHES	EXISTING REQUIREMENTS	GOALS FOR THE POTRERO POWER STATION	POTRERO D4D STANDARDS AND CONSIDERATIONS	
GREEN space equivalent to 1/2 site area	**Open Spaces**	36 SF per unit, 48 SF if common space (does not require greening) [PC]	• Public access to 1,170 linear feet of waterfront, which will include planting and trees; 100% of waterfront areas to be publicly accessible • 100% of public realm stormwater managed by green infrastructure • Provide approximately 6.5 acres of parks and open space, which will include plantings and trees.	**Section 4 Open Space** 4.1 Open Space Network 4.3 Resilience and Adaptation 4.4 Open Space Pedestrian Circulation 4.6.7 Plants: Interpretation and Education 4.16 Waterfront Open Spaces 4.17 Waterfront Open Spaces – Circulation 4.18 Waterfront Outdoor Dining Food Service Areas 4.19 Waterfront Park	**Section 6 Buildings** 6.8.9 Living/Green Walls 6.19.1 Better Roofs
	Living Roofs	30% roof area as living roof [PC alt]			
	Green Walls				
	Green Infrastructure	Manage 25% of stormwater onsite [SMO option]			
BIODIVERSE landscapes of 100% climate appropriate, majority local species	**Right-Of-Way**	1 street tree every 20' [PC]	• 100% of greening to be climate appropriate or programmed to accommodate Active Use • At least 50% of understory plants should be California and San Francisco native plants and include pollinator species • Interpretive signage can support eco-literacy on site	**Section 4 Open Space** 4.5.1 Urban Forest Composition 4.5.5 Tree Species Selection 4.5.7 Tree Species Selection 4.6.1 Plants: Site and Program Specificity 4.6.3 Invasive Plants 4.6.4 Plant Selection **Section 5 Streets** 5.11.13 Habitat and Wildlife Connections	5.11.2 Tree Species Selection 5.12.5 Streetscape Planting Selection 5.12.7 Multistory Planting 5.13.8 Support Pollinator Habitat **Section 6 Buildings** 6.19.5 Living Roof Pollinator Habitat 6.19.6 Living Roof Uses
	Tree Canopy				
	Understory Planting				
	Natural Areas				
	Building Façades				
HEALTHY food & wildlife systems	**Buildings**	Bird Safe Buildings [PC]	• 100% of newly provided public and private streets to have sidewalks or recreation paths and nighttime lighting • Minimum of 25% of open space available for active recreation use (e.g., sports fields, flexible play areas) • Provide access to healthy and affordable food through permanent and temporary on-site amenities	**Section 3 Land Use** 3.1.1 Permitted Uses Table **Section 4 Open Space** 4.4 Open Space Pedestrian Circulation 4.9.9 Furnishing - Responsible Material Use 4.10 Bicycle Parking – Open Space 4.11.8 Permeable Paving 4.11.9 Wood Decking 4.11.10 Responsible Material Use 4.13 Wellness 4.24 Humboldt Street Plaza 4.28.1 Flexible Field 4.29.1 Sculptural Play Features 4.30 Louisiana Paseo 4.31 Rooftop Soccer Field	**Section 5 Streets** 5.2 Pedestrian Network 5.3 Bicycle Network **Section 6 Buildings** 6.17.1 Frontages for Wellness and Gathering 6.17.2 Frontages for Community Use 6.18.14 Active Design 6.18.15 Biophilic Design 6.18.16 Building Amenities for Wellness 6.18.17 Family Friendly Design 6.19.6 Living Roof Uses
	Open Spaces				

Table B.13.1 Sustainable Neighborhood Framework (continued)

GOAL 4

Support Biodiversity & Connect Everyone to Nature Daily

EQUITY

OPPORTUNITIES: keep from exacerbating the health impacts of populations impacted by toxins in water; reduce home-based health hazards; reduce the disproportionate racial impact of flooding.

CONSIDERATIONS: ground water pollution is more prevalent in disadvantaged communities; in case of emergency plan for large-scale temporary relocation of low-income residents; use high quality potable water filters.

RESILIENCE

OPPORTUNITIES: decrease risk of flooding of power generation, transmission, and distribution networks; reduce vulnerability to droughts; better respond to heat waves and bad air quality days.

CONSIDERATIONS: in urban centers, critical services like healthcare, food supply, transportation, energy systems, schools and retail share interdependencies with water.

CLIMATE

OPPORTUNITIES: decrease in energy and emissions associated with extraction, conveyance, treatment and consumption of water.

CONSIDERATIONS: climate change is expected to impact water quality by increasing the nutrient content, pathogens, and the sediment levels of surface water.

TARGETS	APPROACHES	EXISTING REQUIREMENTS	GOALS FOR THE POTRERO POWER STATION	POTRERO D4D STANDARDS AND CONSIDERATIONS	
REGENERATIVE systems that minimize consumption & maximize reuse	**Efficient Fixtures**	Reduced water consumption [GBC]	• Use non-potable water to meet 100% of project demands for flushing, irrigation, and cooling towers.	**Section 4 Open Space** 4.6.2 Plants: Water Use 4.6.6 Recycled Water and Plant Selection 4.8.1 Site Irrigation 4.8.2 Plant Species Hydrozones 4.8.3 Pressurized Drip Irrigation at Turf Areas **Section 5 Streets** 5.11.10 Irrigation 5.12.3 Non-Potable Irrigation 5.13.2 Site Irrigation	**Section 6 Buildings** 6.18.7 Recycled Water 6.18.8 Shared Thermal Energy Plants 6.19.2 Living Roof Non-Potable Irrigation 6.19.4 Living Roof Permanent Irrigation
	Smart-Metering	Residential multifamily water sub-metering [GBC/CA Water Code]			
	Non-Potable Reuse	Onsite systems for non-potable flushing and irrigation [Art 12C]			
	Irrigation	Low water, climate appropriate plants [GBC]			
100% FLOOD-SAFE buildings & sidewalks	**Design Elevations**	Sea level rise consideration [CEQA] 100-yr flood disclosure	• 100% of buildings, sidewalks, and street assets resilient to permanent inundation (up to 66-inches of sea level rise) plus 42-inches for 100-year coastal flood elevations, which includes storm surge • 100% of public realm stormwater managed by green infrastructure	**Section 4 Open Space** 4.3 Resilience and Adaptation **Section 6 Buildings** 6.18.19 Climate Resilience **PPS Infrastructure Plan** Section 5, Sea Level Rise and Adaptive Management Strategy	
	Grey Infrastructure	Ensure positive sewage flow, raise entryway elevation and/or special sidewalk construction and deep gutters if risk of ground-level flooding			
	Green Infrastructure	Manage 25% of stormwater onsite [SMO option]			
HIGH QUALITY waterways & sources	**Erosion Prevention**	Slowed stormwater flow rates [SMO]	• Zero increase in combined sewage overflows annually • 100% of public realm stormwater managed by green infrastructure	**Section 4 Open Space** 4.7.1 Stormwater (SW) Management 4.7.2 Stormwater Treatment Area Requirements 4.7.3 Stormwater Management Plant-Based Facility Design **Section 5 Streets** 5.13.1 Streetscape SW Treatment Planter Design 5.13.3 Stormwater Management Plantings	**Section 6 Buildings** 6.19.1 Better Roofs **PPS Infrastructure Plan** Section 14, Sanitary Sewer System Section 16, Stormwater Management
	Pollutant Management	Reduced runoff and pollution from construction [GBC] (MS4) filter or treat 80% on site [SMO]			

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Table B.13.1 Sustainable Neighborhood Framework (continued)

GOAL 5

Prioritize Resource Conservation, Responsibility & Reuse

EQUITY

OPPORTUNITIES: reduced noise and emissions from waste collection vehicles and transfer stations; reduced vermin; reduced solid waste fees.

CONSIDERATIONS: user education; space trade-offs for adequate collection and storage; limited recycling of certain types of food packaging; health impacts of waste-management jobs.

RESILIENCE

OPPORTUNITIES: less risk of pollution from waste management facilities in case of major climate event; upcycling products can lead to more localized resource independence.

CONSIDERATIONS: mis-managed waste can contaminate soil, ground water, and the Bay.

CLIMATE

OPPORTUNITIES: reduction in methane (potent greenhouse gas 35-80x CO2); reduction in scarce resources extraction and transportation; reduction in fossil fuel consumption.

CONSIDERATIONS: energy required to recycle and upcycle materials; truck emissions associated with waste transfer and marketplace delivery.

TARGETS	APPROACHES	EXISTING REQUIREMENTS	GOALS FOR THE POTRERO POWER STATION	POTRERO D4D STANDARDS AND CONSIDERATIONS
100% RESPONSIBLE material use	**Resource Extraction**		• Use materials/systems that minimize resource use, eliminate waste, and protect health • Include embodied carbon considerations in materials selection throughout horizontal and vertical design processes	**Section 4 Open Space** 4.9.9 Furnishing – Responsible Material Use 4.11.9 Responsible Material Use **Section 6 Buildings** 6.8.10 Life-cycle Assessment 6.18.2 Non-toxic Building Interiors 6.18.4 Materials & Resources
	Reusable Products			
Significantly REDUCED per-capita waste generation	**3-Stream Waste Collection**	Accessible and sufficient collection systems Recycling and composting (Buildings)	• 100% of open spaces include three-stream waste systems • Meet City ordinances for waste reduction to reduce consumption and provide adequate waste management infrastructure to support the City-wide Zero Waste Goal	**Section 4 Open Space** 4.9.5 Waste Receptacles **Section 5 Streets** 5.14.1 Waste Receptacles
	Consumption & Purchasing			
	Cost Monitoring			
100% materials RECOVERED from waste stream	**Material Re-Use**		• Divert at least 65% percent of construction and demolition waste materials per State and City and County of San Francisco targets	**Section 2 Telling our Story: Interperative Vision** **Section 5 Streets** 5.14.11 Salvaged Material **Section 6 Buildings** 6.12 Existing Buildings within the Third Street Industial District: The Stack 6.13.1 Unit 3 Retained Features 6.13.9 Unit 3 Retained Features 6.14 Existing Buildings within the Third Street Industial District: Station A
	Construction Debris	Construction waste diversion (65%)		

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C. Power Station Definitions

Terms that are capitalized throughout the D4D are defined in this appendix, which incorporates the definitions in the Potrero Power Station SUD (Planning Code Section 249.87). In the event the meaning of any defined term in this D4D differs from the meaning given to such words or concepts in the Planning Code or the SUD, the meaning in the Planning Code and SUD shall prevail. In the absence of any conflict, this D4D will control so long as the D4D remains consistent with the SUD.

Active Lane Use. Consist of Active Use, as well as building insets of at least 4 feet in depth at the ground floor for pedestrian amenities. These include permanent, semi-permanent, and movable furnishings (such as tables, chairs, umbrellas), and Public Art, such as a wall mural, at least 15 feet in height measured from ground level.

Active Use. Consist of the following uses, and must have a Transparent Frontage:

- Retail, Sales and Service Use (including 1,000 square foot or smaller "Micro-Retail" uses, which can have a depth of 10 feet from the street, as opposed to the standard depth of 25 feet).
- PDR Use.
- Institutional Use. Social Spaces shall be provided at the front of the building, oriented toward the street, within at least the first 15 feet of building depth.
- Entertainment, Arts, and Recreation Use.
- Lobbies up to 40 feet or 25 percent of building frontage, whichever is larger.
- Non-Retail, Sales and Service Use (including Office Use) up to 50 percent of the building frontage; Social spaces, such as communal kitchens, conferences rooms, employee break rooms, and waiting areas of Non-Retail Sales and Service Use shall be provided at the front of spaces, oriented toward the street within at least the first 15 feet of building depth.
- Residential Uses, including Social Spaces and dwelling units, provided they have direct access to a street or public open space.
- Accessory mail rooms and bicycle storage rooms with direct access to the street or lobby space.

Agricultural and Beverage Processing 1. See Appendix D.

Americans with Disabilities Act (ADA). Legislation passed in 1990 that prohibits discrimination against people with disabilities. Under this Act, all buildings, streets, and open spaces must be designed to be accessible to people with disabilities.

Apparent Face, Maximum. The maximum length of any unbroken plane of a given building elevation.

Articulation. Minor variations in the massing, setback, height, fenestration, or entrances to a building, which express a change across the elevation or facades of a building. Articulation may be expressed, among other things, as bay windows, porches, building modules, entrances, or eaves.

Attended Facility. A type of monitored parking in which an attendant is available to answer questions of facility users.

Base. Base is the lower portion of a midrise or highrise tower that extends vertically to a height of up to 90 feet.

Bicycle Cages / Rooms. A location that provides bicycle storage within an enclosure accessible only to building residents, non-residential occupants, and employees.

Block. An area of land bounded by public or private right-of-way and/or park.

Building Project. Also referred to as "building". The construction of a building or group of buildings undertaken as a discrete project distinct from the overall Power Station project.

Bulkhead. On a retail storefront, the solid horizontal element between the sidewalk and the display window, often framed by vertical piers (see also Piers).

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

Community Facility. Community Facility has the same meaning as set forth in *Planning Code Section 102*, except that it also includes transit support facilities.

Corner. Corners are defined as the first 30 feet extending from the intersection of two rights-of-way, or a right-of-way and an open space, along the frontage of a building.

Cultural Resources (Contributing Historic Resources). Cultural resources encompass archaeological, natural, and built environment resources, including but not limited to buildings, structures, objects, districts, and sites. Qualifying cultural resources are designated by local, state, and national registries, such as the National Register of Historic Places.

Curb Cut. A break in the street curb to provide vehicular access from the street surface to private or public property across a continuous sidewalk.

Design for Development (D4D). A document that establishes conceptual standards and guidelines for land use, urban form, streets, and public spaces in the project site.

Design Guidelines. Subjective design requirements

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that set forth design intent, design expectations, and encouraged or discouraged features.

Design Standards. Mandatory and measurable design specifications applicable to all new construction.

Encroachment. A portion of a building that projects into the public right-of-way.

Fenestration. The arrangement of windows and openings on the exterior of the building.

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

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

Gross Floor Area. "Gross Floor Area" has the meaning set forth in Planning Code Section 102 for C-3 districts, except that in addition to other permitted exceptions or exclusions, Gross Floor Area also shall not include the following: for existing buildings on the Project Site that are rehabilitated or reused as part of the Project (such as Unit 3 or Station A), (i) ground floor area devoted to building or pedestrian circulation and building service, and (ii) space devoted to personal services, restaurants, and retail sales of goods intended to meet the convenience shopping and service needs of area workers and residents, not to exceed 5,000 occupied square feet per use and, in total, not to exceed 75 percent of the area of the ground floor of the building plus the ground level, on-site open space.

HRE. That certain *Potrero Power Station Historic Resource Evaluation – Part 1* prepared for Associate Capital by Page and Turnbull, dated as of January 29, 2018, together with that certain *Potrero Power Station Historic Resource Evaluation – Part 2* prepared for Associate Capital by Page and Turnbull, dated as of February 2, 2018.

HRER. That certain Historic Resource Evaluation Response regarding Case No. 2017-011878ENV, prepared by the San Francisco Planning Department on April 8, 2018.

Individual Locker. An enclosed and secure bicycle parking space accessible only to the owner or operator of the bicycle or owner and operator of the Locker.

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

Master Association. A master residential, commercial, and/or other management association.

Materiality. Non-occupiable features and treatments within the thickness of a façade plane.

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

Mid-block Alley. A publicly-accessible mid-block alley that runs the entire length of the building, generally located toward the middle of the subject block face, perpendicular to the subject frontage and connecting to any existing streets and alleys. A Mid-Block Alley may be open to both pedestrian and vehicular traffic, and must have at least 60 percent of the area of the alley open to the sky, except that an above-grade pedestrian connection is permitted as set forth in Section 6.14.7.

Mid-block Passage. A publicly-accessible mid-block passage that runs the entire length of the building, generally located toward the middle of the subject block face, perpendicular to the subject frontage and connecting to any existing streets and alleys. A Mid-Block Passage is accessible only to pedestrians and may be completely covered.

Modulation. Occupiable façade strategies that are generally less than ten feet and more than nine inches in depth.

Nonconforming Structure. A "nonconforming structure" is a structure that existed lawfully at the effective date of *Planning Code Section 249.87*, or of amendments thereto, and that fails to conform to one or more of the use controls included in Section 6.

Nonconforming Use. A "nonconforming use" is a use that existed lawfully at the effective date of *Planning Code Section 249.87*, or of amendments thereto, and that fails to conform to one or more of the use limitations listed in Table 3.1.2.

Parcel. An area of land bounded by public rights-of-way, parks, or private rights-of-way designated alpha-numerically as developable portions of land. Used as a unit for assessment.

Parking Garage, District. An accessory parking garage that provides for accessory parking for uses located in other buildings on the project site.

Pedestrian-Oriented. Design of buildings with the pedestrian in mind. Pedestrian-oriented buildings include ground floor transparency, canopies, clear entries, distinct storefronts, and an overall human scale and rhythm.

Permitted Use. Permitted uses are listed uses that are allowed [as of right].

Piers. On a retail storefront, the solid vertical elements that frame each individual storefront. The rhythm, width, and depth of piers directly shapes the feeling and scale of a retail frontage.

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Project. The Potrero Power Station Mixed-Use Project. Also referred to as the "project," "Potrero Power Station project," or "Power Station project."

Project Site. The approximately 29 acre site comprised of the various subareas shown on Figure 1.2.1. Also referred to as "project site," "site," "Power Station," and "Potrero Power Station."

Project Sponsor. California Barrel Company, LLC, or any other entity with rights to develop the property pursuant to the development agreement approved in conjunction with the SUD.

Projection. A part of a building surface that extends outwards from the primary façade plane. Projections may include balconies, bay windows and other architectural features. Projections may extend into the building setback or the public right-of-way.

Public Open Space. Open space, including parks and plazas that are accessible to the public at all times of day.

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

Right-of-Way (ROW). The public right-of-way (ROW) is the space of the public street bounded by the adjacent building property lines.

Screen, Rooftop. Architectural rooftop screening designed to hide mechanical equipment from public view.

Semi-Permanent Kiosk. A semi-permanent enclosed structure with doors, windows, gates and/or shutters on one or more sides to provide employee access, to secure the facility during non-business hours, and from which food service and/or retail business is conducted. A Semi-Permanent Kiosk operates in a publicly accessible open space, and remains in place until the business operation is terminated or relocated.

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

Sightlines. View corridors to a specific site asset (example: historic building, waterfront).

Signboards. On a retail storefront, the solid horizontal element that sits above the door or display windows, often the location where signs are affixed. Signboards are often framed by vertical piers (see also Piers), and may alternately referred to as the transom sash.

Single Room Occupancy (SRO) Unit. See Appendix D.

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

Soffit. A visible underside of projecting architectural elements, including, but not limited to, building connector, roof, balcony, staircase, overhang, canopy, ceiling, bay window, and arch.

Special Use District (SUD). An area designated with a specific set of zoning controls adopted as part of the *San Francisco Planning Code*.

Stoop. An outdoor entryway into residential units raised above the sidewalk level. Stoops may include steps leading to a small porch or landing at the level of the first floor of the unit.

Storefront. The façade of a retail space between the street grade and the ceiling of the first floor.

Streetwall. A continuous façade of a building and/or buildings along a street frontage.

Third Street Industrial District. The Third Street Industrial District is an historic district documented in 2008 as part of the Central Waterfront Potrero Point Historic District and is California Register-eligible. The district is significant for its association with the industrial development of the city of San Francisco and based on its collection of late-nineteenth and early twentieth century American industrial buildings and structures.

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

U-lock. A rigid bicycle lock, typically constructed out of hardened steel composed of a solid U-shaped piece whose ends are connected by a locking removable crossbar.

Upper Building. The portion of a midrise or highrise tower above the Base (also referred to as "tower").

Vertical Hyphen. An architectural element that visually differentiates between existing, historic elements and new additions to a building. In the case of Station A, such hyphen shall be at least 10 feet in depth and one story in height, measured from the exterior face and height of the retained wall or feature.

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D. Applicable Planning Code Sections

SECTION 102. DEFINITIONS[1]

Accessory Use. A related minor Use that is either necessary to the operation or enjoyment of a lawful Principal Use or Conditional Use, or appropriate, incidental, and subordinate to any such use, and is located on the same lot.

Agricultural and Beverage Processing 1. An Industrial use that involves the processing of agricultural products and beverages with a low potential for noxious fumes, noise, and nuisance to the surrounding area, including but not limited to bottling plants, breweries, dairy products plant, malt manufacturing or processing plant, fish curing, smoking, or drying, cereal manufacturing, liquor distillery, manufacturing of felt or shoddy, processing of hair or products derived from hair, pickles, sauerkraut, vinegar, yeast, soda or soda compounds, meat products, and fish oil. This use does not include the processing of wood pulp, and is subject to the operating conditions outlined in Section 202.2(d).

Arts Activities. A retail Entertainment, Arts and Recreation Use that includes performance, exhibition (except exhibition of films), rehearsal, production, post-production and some schools of any of the following: Dance, music, dramatic art, film, video, graphic art, painting, drawing, sculpture, small-scale glassworks, ceramics, textiles, woodworking, photography, custom-made jewelry or apparel, and other visual, performance and sound arts and craft. It shall exclude accredited Schools and Post Secondary Educational Institutions. It shall include commercial arts and art-related business service uses including, but not limited to, recording and editing services, small-scale film and video developing and printing; titling; video and film libraries; special effects production; fashion and photo stylists; production, sale and rental of theatrical wardrobes; and studio property production and rental companies. Arts spaces shall include studios, workshops, archives and theaters, and other similar spaces customarily used principally for arts activities, exclusive of a Movie Theater, Amusement Enterprise, Adult Entertainment, and any other establishment where liquor is customarily served during performances.

Automobile Assembly. An Industrial Use that involves the assembly of parts for the purpose of manufacturing automobiles, trucks, buses, or motorcycles. This use is subject to operational and location restrictions outlined in Section 202.2(d) of this Code.

Awning. A light roof-like structure, supported entirely by the exterior wall of a building, consisting of a fixed or movable frame covered with cloth, plastic, or metal; extending over doors, windows, and/or show windows; with the purpose of providing protection from sun and rain and/or embellishment of the façade; as further regulated in Section 3105 of the Building Code.

Bar. A Retail Sales and Service Use that provides on-site alcoholic beverage sales for drinking on the premises, including bars serving beer, wine and/or liquor to the customer where no person under 21 years of age is admitted (with Alcoholic Beverage Control [ABC] license types 23, 42, 48, or 61) and drinking establishments serving beer where minors are present (with ABC license types 40 or 60) in conjunction with other uses such as Movie Theaters and General Entertainment. Such businesses shall operate with the specified conditions in Section 202.2(a).

Canopy. A light roof-like structure, supported by the exterior wall of a building and on columns or wholly on columns, consisting of a fixed or movable frame covered with approved cloth, plastic or metal, extending over entrance doorways only, with the purpose of providing protection from sun and rain and/or embellishment of the façade, as further regulated in Section 3105 of the Building Code.

Child Care Facility. An Institutional Community Use defined in California Health and Safety Code Section 1596.750 that provides less than 24-hour care for children by licensed personnel and meets the open-space and other requirements of the State of California and other authorities.

Class 1 Bicycle Parking Space(s). Spaces in secure, weather-protected facilities intended for use as long-term, overnight, and work-day bicycle storage by dwelling unit residents, non-residential occupants, and Employees.

Class 2 Bicycle Parking Space(s). Bicycle racks located in a publicly-accessible, highly visible location intended for transient or short-term use by visitors, guests, and patrons to the building or use.

Community Facility. An Institutional Community Use that includes community clubhouses, neighborhood centers, community cultural centers, or other community facilities not publicly owned but open for public use in which the chief activity is not carried on as a gainful business and whose chief function is the gathering of persons from the immediate neighborhood in a structure for the purposes of recreation, culture, social interaction, health care, or education other than Institutional Uses as defined in this Section.

Court. Any space on a lot other than a yard that, from a point not more than two feet above the floor line of the lowest story in the building on the lot in which there are windows from rooms abutting and served by the court, is

1 Capitalized terms used in this Appendix D are defined in the Planning Code as of the effective date of the SUD and provided as a reference. See User Guide, Relationship to the SUD and Planning Code on page 2 of this D4D.

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open and unobstructed to the sky, except for obstructions permitted by this Code. An "outer court" is a court, one entire side or end of which is bounded by a front setback, a rear yard, a side yard, a front lot line, a street, or an alley. An "inner court" is any court that is not an outer court.

Dwelling Unit. A Residential Use defined as a room or suite of two or more rooms that is designed for, or is occupied by, one family doing its own cooking therein and having only one kitchen. A housekeeping room as defined in the Housing Code shall be a Dwelling Unit for purposes of this Code. For the purposes of this Code, a Live/Work Unit, as defined in this Section, shall not be considered a Dwelling Unit.

Entertainment, Arts and Recreation Use. A Use Category that includes Amusement Game Arcade, Arts Activities, General Entertainment, Livery Stables, Movie Theater, Nighttime Entertainment, Open Recreation Area, Outdoor Entertainment, Passive Outdoor Recreation and Sports Stadiums. Adult Business is not included in this definition, except for the purposes of Development Impact Fee Calculation as described in Article 4.

Entertainment, General. A Retail Entertainment, Arts and Recreation Use that provides entertainment or leisure pursuits to the general public including dramatic and musical performances where alcohol is not served during performances, billiard halls, bowling alleys, skating rinks, and mini-golf, when conducted within a completely enclosed building, and which is adequately soundproofed or insulated so as to confine incidental noise to the premises.

Entertainment, Nighttime. A Retail Entertainment, Arts and Recreation Use that includes dance halls, discotheques, nightclubs, private clubs, and other similar evening-oriented entertainment activities which require dance hall keeper police permits or Place of Entertainment police permits, as defined in Section 1060 of the Police Code, which are not limited to non-amplified live entertainment, including Restaurants and Bars which present such activities, but shall not include any Arts Activity, any theater performance space which does not serve alcoholic beverages during performances, or any temporary uses permitted pursuant to Sections 205 through 205.4 of this Code.

Entertainment, Outdoor. A Retail Entertainment, Arts and Recreation Use that includes circuses, carnivals, or other amusement enterprises not conducted within a building, and conducted on premises not less than 200 feet from any R District.

Façade. An entire exterior wall assembly including, but not limited to, all finishes and siding, fenestration, doors, recesses, openings, bays, parapets, sheathing, and framing.

Gift Store–Tourist Oriented. A Retail Sales and Service Use that involves the marketing of small art goods, gifts, souvenirs, curios, or novelties to the public, particularly those who are visitors to San Francisco rather than local residents.

Grocery, General. A Retail Sales and Services Use that:

(a) Offers a diverse variety of unrelated, non-complementary food and non-food commodities, such as beverages, dairy, dry goods, fresh produce and other perishable items, frozen foods, household products and paper goods;

(b) May provide beer, wine, and/or liquor sales for consumption off the premises with a California Alcoholic Beverage Control Board License type 20 (off-sale beer and wine) or type 21 (off-sale general) that occupy less than 15% of the Occupied Floor Area of the establishment (including all areas devoted to the display and sale of alcoholic beverages);

(c) May prepare minor amounts of food on site for immediate consumption;

(d) Markets the majority of its merchandise at retail prices; and

(e) Shall operate with the specified conditions in Section 202.2(a)(1).

(f) Such businesses require Conditional Use authorization for conversion of a General Grocery use greater than 5,000 square feet, pursuant to Section 202.3 and 303(l).

Grocery, Specialty. A Retail Sales and Services Use that:

(a) Offers specialty food products such as baked goods, pasta, cheese, confections, coffee, meat, seafood, produce, artisanal goods, and other specialty food products, and may also offer additional food and non-food commodities related or complementary to the specialty food products;

(b) May provide beer, wine, and/or liquor sales for consumption off the premises with a California Alcoholic Beverage Control Board License type 20 (off-sale beer and wine) or type 21 (off-sale general) which occupy less than 15% of the Occupied Floor Area of the establishment (including all areas devoted to the display and sale of alcoholic beverages);

(c) May prepare minor amounts of food on site for immediate consumption off-site with no seating permitted; and

(d) Markets the majority of its merchandise at retail prices.

(e) Such businesses that provide food or drink per subsections (b) and (c) above shall operate with the specified conditions in Section 202.2(a)(1).

Group Housing. A Residential Use that provides lodging or both meals and lodging, without individual cooking facilities, by prearrangement for a week or more at a time, in a space not defined by this Code as a dwelling unit. Such group housing shall include, but not necessarily

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be limited to, a Residential Hotel, boardinghouse, guesthouse, rooming house, lodging house, residence club, commune, fraternity or sorority house, monastery, nunnery, convent, or ashram. It shall also include group housing affiliated with and operated by a medical or educational institution, when not located on the same lot as such institution, which shall meet the applicable provisions of Section 304.5 of this Code concerning institutional master plans.

Gym. A Retail Sales and Service Use including a health club, fitness, gymnasium, or exercise facility when including equipment and space for weight-lifting and cardiovascular activities.

Height. The vertical distance by which a building or structure rises above a certain point of measurement. See Section 260 of this Code for how height is measured.

Hospital. An Institutional Healthcare Use that includes a hospital, medical center, or other medical institution that provides facilities for inpatient or outpatient medical care and may also include medical offices, clinics, laboratories, and employee or student dormitories and other housing, operated by and affiliated with the institution, which institution has met the applicable provisions of Section 304.5 of this Code concerning institutional master plans.

Hotel. A Retail Sales and Services Use that provides tourist accommodations, including guest rooms or suites, which are intended or designed to be used, rented, or hired out to guests (transient visitors) intending to occupy the room for less than 32 consecutive days. This definition also applies to buildings containing six or more guest rooms designated and certified as tourist units, under Chapter 41 of the San Francisco Administrative Code. For purposes of this Code, a Hotel does not include (except within the Bayshore-Hester Special Use District as provided for in Sections 713 and 780.2 of this Code) a Motel, which contains guest rooms or suites that are independently accessible from the outside, with garage or parking space located on the lot, and designed for, or occupied by, automobile-traveling transient visitors. Hotels shall be designed to include all lobbies, offices, and internal circulation to guest rooms and suites within and integral to the same enclosed building or buildings as the guest rooms or suites.

Industrial Use. A Use Category containing the following uses: Agricultural and Beverage Processing 1 and 2, Automobile Wrecking, Automobile Assembly, Grain Elevator, Hazardous Waste Facility, Junkyard, Livestock Processing 1 and 2, Heavy Manufacturing 1, 2, and 3, Light Manufacturing, Metal Working, Power Plant, Ship Yard, Storage Yard, Volatile Materials Storage, and Truck Terminal.

Institutional Use. A Use Category that includes Child Care Facility, Community Facility, Private Community Facility, Hospital, Job Training, Medical Cannabis Dispensary, Philanthropic Administrative Services, Religious Institution, Residential Care Facility, Social Service or Philanthropic Facility, Post-Secondary Educational Institution, Public Facility, School, and Trade School.

Laboratory. A Non-Retail Sales and Services Use intended or primarily suitable for scientific research. The space requirements of uses within this category include specialized facilities and/or built accommodations that distinguish the space from Office uses, Light Manufacturing, or Heavy Manufacturing. Examples of laboratories include the following:

(a) Chemistry, biochemistry, or analytical laboratory;

(b) Engineering laboratory;

(c) Development laboratory;

(d) Biological laboratories including those classified by the Centers for Disease Control (CDC) and National Institutes of Health (NIH) as Biosafety level 1, Biosafety level 2, or Biosafety level 3;

(e) Animal facility or vivarium, including laboratories classified by the CDC/NIH as Animal Biosafety level 1, Animal Biosafety level 2, or Animal Biosafety level 3;

(f) Support laboratory;

(g) Quality assurance/Quality control laboratory;

(h) Core laboratory; and

(i) Cannabis testing facility (any use requiring License Type 8—Testing Laboratory, as defined in California Business and Professions Code, Division 10).

Life Science. A Non-Retail Sales and Service Use that involves the integration of natural and engineering sciences and advanced biological techniques using organisms, cells, and parts thereof for products and services. This includes the creation of products and services used to analyze and detect various illnesses, the design of products that cure illnesses, and/or the provision of capital goods and services, machinery, instruments, software, and reagents related to research and production. Life Science uses may utilize office, laboratory, light manufacturing, or other types of space. As a subset of Life Science uses, Life Science laboratories typically include biological laboratories and animal facilities or vivaria, as described in the Laboratory definition Subsections (d) and (e).

Liquor Store. A Retail Sales and Service Use that sells beer, wine, or distilled spirits to a customer in an open or closed container for consumption off the premises and that needs a State of California Alcoholic Beverage Control Board License type 20 (off-sale beer and wine) or type 21 (off-sale general) This classification shall not include retail uses that:

(a) are both (1) classified as a General Grocery, a Specialty Grocery, or a Restaurant- Limited, and (2) have a Gross Floor Area devoted to alcoholic beverages that is within the applicable accessory use limits for the use district in which it is located, or

(b) have both (1) a Non-residential Use Size of greater than 10,000 gross square feet and (2) a gross floor area

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devoted to alcoholic beverages that is within accessory use limits as set forth in Section 204.3 or Section 703(d) of this Code, depending on the zoning district in which the use is located.

(c) For purposes of Planning Code Sections 249.5, 781.8, 781.9, 782, and 784, the retail uses explicitly exempted from this definition as set forth above shall only apply to General Grocery and Specialty Grocery stores that exceed 5,000 square feet in size shall not:

(1) sell any malt beverage with an alcohol content greater than 5.7 percent by volume; any wine with an alcohol content of greater than 15 percent by volume, except for "dinner wines" that have been aged two years or more and maintained in a corked bottle; or any distilled spirits in container sizes smaller than 600 milliliters;

(2) devote more than 15 percent of the gross square footage of the establishment to the display and sale of alcoholic beverages; and

(3) sell single servings of beer in container sizes 24 ounces or smaller.

Livery Stable. A Retail Entertainment, Arts and Recreation Use where horses and carriages are kept for hire and where stabling is provided. This use also includes horse riding academies.

Locker. A fully enclosed and secure bicycle parking space accessible only to the owner or operator of the bicycle or owner and operator of the locker.

Manufacturing, Light. An Industrial Use that provides for the fabrication or production of goods, by hand or machinery, for distribution to retailers or wholesalers for resale off the premises, primarily involving the assembly, packaging, repairing, or processing of previously prepared materials. Light manufacturing uses include production and custom activities usually involving individual or special design, or handiwork, such as the following fabrication or production activities, as may be defined by the Standard Industrial Classification Code Manual as light manufacturing uses:

(a) Food processing;

(b) Apparel and other garment products;

(c) Furniture and fixtures;

(d) Printing and publishing of books or newspapers;

(e) Leather products;

(f) Pottery;

(g) Glass-blowing;

(h) Commercial laundry, rug cleaning, and dry cleaning facility;

(i) Measuring, analyzing, and controlling instruments; photographic, medical, and optical goods; watches and clocks; or

(j) Manufacture of cannabis products or cannabis extracts that are derived without the use of volatile organic compounds (any use requiring License Type 6—Manufacturer 1, as defined in California Business and Professions Code, Division 10).

It shall not include Trade Shop, Agricultural and Beverage Processing 1 or 2, or Heavy Manufacturing 1, 2, or 3. This use is subject to the location and operation controls in Section 202.2(d).

Metal Working. An Industrial use that includes metal working or blacksmith shop; excluding presses of over 20 tons' capacity and machine-operated drop hammers. This use is subject to location and operational controls in Section 202.2(d).

Monitored Parking. A location where Class 2 parking spaces are provided within an area under constant surveillance by an attendant or security guard or by a monitored camera.

Office, General. A Non-Retail Sales and Service Use that includes space within a structure or portion thereof intended or primarily suitable for occupancy by persons or entities which perform, provide for their own benefit, or provide to others at that location, services including, but not limited to, the following: professional, banking, insurance, management, consulting, technical, sales, and design; and the non-accessory office functions of manufacturing and warehousing businesses, multimedia, software development, web design, electronic commerce, and information technology. This use shall exclude Non-Retail Professional Services as well as Retail Uses; repair; any business characterized by the physical transfer of tangible goods to customers on the premises; wholesale shipping, receiving and storage; and design showrooms or any other space intended and primarily suitable for display of goods.

Open Recreation Area. A Non-Commercial Entertainment, Arts and Recreation Use that is not publicly owned which is not screened from public view, has no structures other than those necessary and incidental to the open land use, is not operated as a gainful business, and is devoted to outdoor recreation such as golf, tennis, or riding.

Outdoor Activity Area. A Commercial Use characteristic defined as an area associated with a legally established use, not including primary circulation space or any public street, located outside of a building or in a courtyard, which is provided for the use or convenience of patrons of a commercial establishment including, but not limited to, sitting, eating, drinking, dancing, and food-service activities.

Parking Garage, Private. A Non-Retail Automotive Use that provides temporary parking accommodations for automobiles, trucks, vans, bicycles, or motorcycles in a garage not open to the general public, without parking of recreational vehicles, mobile homes, boats, or other vehicles, or storage of vehicles, goods, or equipment. Provisions regulating automobile parking are set forth in Sections 155, 156, 303(t) or (u) and other provisions of Article 1.5 of this Code.

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Parking Garage, Public. A Retail Automotive Use that provides temporary parking accommodations for automobiles, trucks, vans, bicycles, or motorcycles in a garage open to the general public, without parking of recreational vehicles, mobile homes, boats, or other vehicles, or storage of vehicles, goods, or equipment. Provisions regulating automobile parking are set forth in Sections 155, 156, 303(t) or (u) and other provisions of Article 1.5 of this Code.

Parking Lot, Private. A Non-Retail Automotive Use that provides temporary off-street parking accommodations for private automobiles, trucks, vans, bicycles, or motorcycles on an open lot or lot surrounded by a fence or wall not open to the general public, without parking of recreational vehicles, motor homes, boats, or other vehicles, or storage of vehicles, goods, or equipment. Provisions regulating automobile parking are set forth in Sections 155, 156, 303(t) or (u) and other provisions of Article 1.5 of this Code

Parking Lot, Public. A Retail Automotive Use that provides temporary parking accommodations for private automobiles, trucks, vans, bicycles, or motorcycles on an open lot or lot surrounded by a fence or wall open to the general public, without parking of recreational vehicles, motor homes, boats, or other vehicles, or storage of vehicles, goods, or equipment. Provisions regulating automobile parking are set forth in Sections 155, 156, 303(t) or (u) and other provisions of Article 1.5 of this Code.

Passive Outdoor Recreation. A Non-Commercial Entertainment, Arts and Recreation Use defined as an open space used for passive recreational purposes that is not publicly owned and is not screened from public view, has no structures other than those necessary and incidental to the open land use, is not served by vehicles other than normal maintenance equipment, and has no retail or wholesale sales on the premises. Such open space may include, but not necessarily be limited to, a park, playground, or rest area.

Permeable Surface. Permeable surfaces are those that allow stormwater to infiltrate the underlying soils. Permeable surfaces shall include, but not be limited to, vegetative planting beds, porous asphalt, porous concrete, single-sized aggregate, open-jointed blocks, stone, pavers, or brick that are loose-set and without mortar. Permeable surfaces are required to be contained so neither sediment nor the permeable surface discharges off the site.

Plan Dimensions. The linear horizontal dimensions of a building or structure, at a given level, between the outside surfaces of its exterior walls. The "length" of a building or structure is the greatest plan dimension parallel to an exterior wall or walls and is equivalent to the horizontal dimension of the corresponding elevation of the building or structure at that level. The "diagonal dimension" of a building or structure is the plan dimension between the two most separated points on the exterior walls.

Public Utilities Yard. A Utility and Infrastructure Use that is defined as a service yard for public utility, or public use of a similar character, if conducted entirely within an area completely enclosed by a wall or concealing fence not less than six feet high.

Residential Use. A Use Category consisting of uses that provide housing for San Francisco residents rather than visitors, including Dwelling Units, Group Housing, Residential Hotels, and Senior Housing, Homeless Shelters, and for the purposes of Article 4 only any residential components of Institutional Uses. Single Room Occupancy and Student Housing designations are consider characteristics of certain Residential Uses.

Restaurant. A Retail Sales and Service use that serves prepared, ready-to-eat cooked foods to customers for consumption on the premises and which has seating. As a minor and incidental use, it may serve such foods to customers for off-site consumption. It may provide on-site beer, wine, and/or liquor sales for drinking on the premises (with ABC license types 41, 47, 49, 59, or 75); however, if it does so, it shall be required to operate as a Bona Fide Eating Place. It is distinct and separate from a Limited-Restaurant. Such businesses shall operate with the specified conditions in Section 202.2(a)(1).

It shall not be required to operate within an enclosed building so long as it is also a Mobile Food Facility. Any associated outdoor seating and/or dining area is subject to regulation as an Outdoor Activity Area as set forth elsewhere in this Code.

Restaurant, Limited. A Retail Sales and Service Use that serves ready-to-eat foods and/or drinks to customers for consumption on or off the premises, that may or may not have seating. It may include wholesaling, manufacturing, or processing of foods, goods, or commodities on the premises as an Accessory Use as set forth in Sections 204.3 or 703.2 depending on the zoning district in which it is located. It includes, but is not limited to, foods provided by sandwich shops, coffee houses, pizzerias, ice cream shops, bakeries, delicatessens, and confectioneries meeting the above characteristics, but is distinct from a Specialty Grocery, Restaurant, and Bar. Within the North Beach SUD, it is also distinct from Specialty Food Manufacturing, as defined in Section 780.3(b). It shall not provide on-site beer and/or wine sales for consumption on the premises, but may provide off-site beer and/or wine sales for consumption off the premises with a California Alcoholic Beverage Control Board License type 20 (off-sale beer and wine), that occupy less than 15% of the Occupied Floor Area of the establishment (including all areas devoted to the display and sale of alcoholic beverages). Such businesses shall operate with the specified conditions in Section 202.2(a)

Restricted Access Parking. A location that provides Class 2 bicycle racks within a locked room or locked enclosure accessible only to the owners of bicycles parked within.

Sales and Services, Non-Retail. A Commercial Use category that includes Uses that involve the sale of goods or services to other businesses rather than the end user, or that does not provide for direct sales to the consumer on site. Uses in this category include, but are not limited

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to: Business Services, Catering, Commercial Storage, Design Professional, General Office, Laboratory, Life Science, Non-Retail Professional Service, Trade Office, Wholesale Sales, and Wholesale Storage.

Sales and Services, Retail. A Commercial Use category that includes Uses that involve the sale of goods, typically in small quantities, or services directly to the ultimate consumer or end user with some space for retail service on site, excluding Retail Entertainment Arts and Recreation, and Retail Automobile Uses and including, but not limited to: Adult Business, Animal Hospital, Bar, Cannabis Retail, Cat Boarding, Chair and Foot Massage, Tourist Oriented Gift Store, General Grocery, Specialty Grocery, Gym, Hotel, Jewelry Store, Kennel, Liquor Store, Massage Establishment, Mortuary (Columbarium), Motel, Non-Auto Sales, Pharmacy, Restaurant, Limited Restaurant, General Retail Sales and Service, Financial Service, Fringe Financial Service, Limited Financial Service, Health Service, Instructional Service, Personal Service, Retail Professional Service, Self-Storage, Tobacco Paraphernalia Establishment, and Trade Shop.

Service, Business. A Non-Retail Sales and Service Use that provides the following kinds of services to businesses and/or to the general public and does not fall under the definition of Office: radio and television stations, newspaper bureaus, magazine and trade publication publishing, microfilm recording, slide duplicating, bulk mail services, parcel shipping services, parcel labeling and packaging services, messenger delivery/courier services, sign painting and lettering services, or building maintenance services.

Service, Instructional. A Retail Sales and Service Use that includes instructional services not certified by the State Educational Agency, such as art, dance, exercise, martial arts, and music classes.

Service, Non-Retail Professional. A Non-Retail Sales and Service Office Use that provides professional services to other businesses including, but not limited to, accounting, legal, consulting, insurance, real estate brokerage, advertising agencies, public relations agencies, computer and data processing services, employment agencies, management consultants and other similar consultants, telephone message services, and travel services. This use may also provide services to the general public but is not required to. This use shall not include research services of an industrial or scientific nature in a commercial or medical laboratory, other than routine medical testing and analysis by a health-care professional or hospital.

Service, Personal. A Retail Sales and Services Use that provides grooming services to the individual, including salons, cosmetic services, tattoo parlors, and health spas, bathhouses, and steam rooms. Personal Service does not include Massage Establishments or Gym, which are defined separately in this Section.

Single Room Occupancy (SRO) Unit. A Residential Use characteristic, defined as a Dwelling Unit or Group Housing room consisting of no more than one occupied room with a maximum gross floor area of 350 square feet and meeting the Housing Code's minimum floor area standards. The unit may have a bathroom in addition to the occupied room. As a Dwelling Unit, it would have a cooking facility and bathroom. As a group housing room, it would share a kitchen with one or more other single room occupancy unit/s in the same building and may also share a bathroom. A single room occupancy building (or "SRO" building) is one that contains only SRO units and accessory living space.

Stacked Parking. Bicycle parking spaces where racks are stacked and the racks that are not on the ground accommodate mechanically-assisted lifting in order to mount the bicycle.

Storage Yard. An Industrial Use involving the storage of building materials or lumber, stones or monuments, livestock feed, or contractors' equipment, if conducted within an area enclosed by a wall or concealing fence not less than six feet high. This use does not include Vehicle Storage or a Hazardous Waste Facility.

Student Housing. A Residential Use characteristic defined as a living space for students of accredited Post-Secondary Educational Institutions that may take the form of Dwelling Units, Group Housing, or SRO Unit and is owned, operated, or otherwise controlled by an accredited Post-Secondary Educational Institution. Unless expressly provided for elsewhere in this Code, the use of Student Housing is permitted where the form of housing is permitted in the underlying Zoning District in which it is located. Student Housing may consist of all or part of a building, and Student Housing owned, operated, or controlled by more than one Post-Secondary Educational Institution may be located in one building.

Trade Offices. A Non-Retail Sales and Service Use that includes business offices of building, plumbing, electrical, painting, roofing, furnace, or pest control contractors, if no storage of equipment or items for wholesale use are located on site. It may also include incidental accessory storage of office supplies and samples if located entirely within an enclosed building having no openings other than fixed windows or exits required by law within 50 feet of an R District, and if the storage of equipment and supplies does not occupy more than of the total gross floor area of the use. No processing of building materials, such as mixing of concrete or heating of asphalt shall be conducted on the premises. Parking, loading, and unloading of all vehicles used by the contractor shall be located entirely within the building containing the use.

Vehicle Storage Lot. A Retail Automotive Use that provides for the storage of buses, recreational vehicles, mobile homes, trailers, or boats and/or storage for more than 72 hours of other vehicles on an open lot. It shall not include rooftop storage. Vehicle Storage Lots shall comply with the Screening and Greening requirements of Section 142.

Vertical Bicycle Parking. Bicycle Parking that requires both wheels to be lifted off the ground, with at least one wheel that is no more than 12 inches above the ground.

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SECTION 136. OBSTRUCTIONS OVER STREETS AND ALLEYS AND IN REQUIRED SETBACKS, YARDS, AND USEABLE OPEN SPACE

STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
				(a) The following obstructions shall be permitted, in the manner specified, as indicated by the symbol "X" in the columns at the left, within the required open areas listed herein: (1) Projections from a building or structure extending over a street or alley as defined by this Code. Every portion of such projections over a street or alley shall provide a minimum of 7½ feet of vertical clearance from the sidewalk or other surface above which it is situated, or such greater vertical clearance as may be required by the San Francisco Building Code, unless the contrary is stated below. The permit under which any such projection over a street or alley is erected over public property shall not be construed to create any perpetual right but is a revocable license; (2) Obstructions within legislated setback lines and front setback areas, as required by Sections 131 and 132 of this Code; (3) Obstructions within side yards and rear yards, as required by Sections 133 and 134 of this Code; (4) Obstructions within usable open space, as required by Section 135 of this Code (b) No obstruction shall be constructed, placed, or maintained in any such required open area except as specified in this Section. (c) The permitted obstructions shall be as follows:
X	X	X	X	(1) Overhead horizontal projections (leaving at least 7½ feet of headroom) of a purely architectural or decorative character such as cornices, eaves, sills and belt courses, with a vertical dimension of no more than two feet six inches, not increasing the floor area or the volume of space enclosed by the building, and not projecting more than: (A) At roof level, three feet over streets and alleys and into setbacks, or to a perimeter in such required open areas parallel to and one foot outside the surfaces of any windows immediately below such features, whichever is the greater projection,

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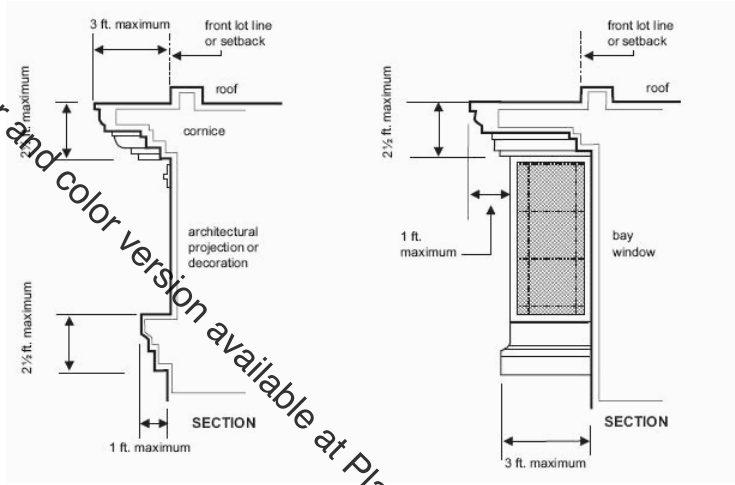
STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
				(B) At every other level, one foot over streets and alleys and into setbacks, and  (C) Three feet into yards and usable open space, or 1/6 of the required minimum dimensions (when specified) of such open areas, whichever is less;
X	X	X	X	(2) Bay (projecting) windows, balconies (other than balconies used for primary access to two or more dwelling units or two or more bedrooms in group housing), and similar features that increase either the floor area of the building or the volume of space enclosed by the building above grade, when limited as specified herein. With respect to obstructions within yards and usable open space, the bay windows and balconies specified in Paragraph (c)(3) below shall be permitted as an alternative to those specified in this Paragraph (c)(2). (A) The minimum headroom shall be 7½ feet.

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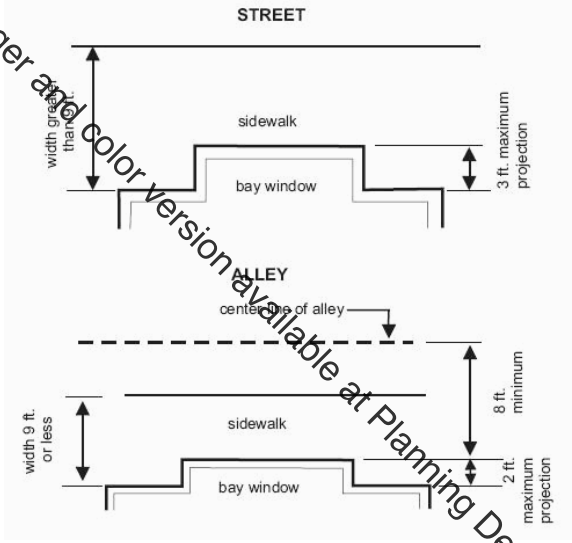
STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
				(B) Projection into the required open area shall be limited to three feet, provided that projection over streets and alleys shall be further limited to two feet where the sidewalk width is nine feet or less, and the projection shall in no case be closer than eight feet to the centerline of any alley.



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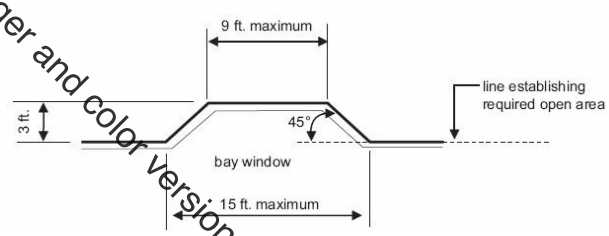
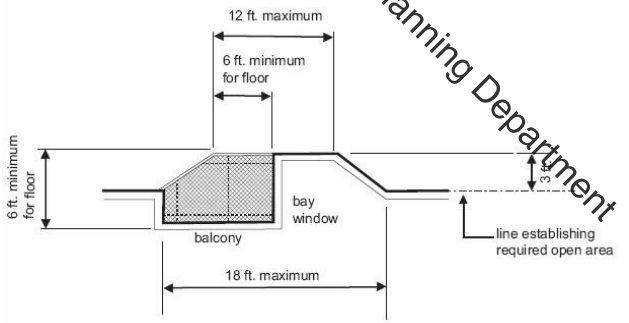
(C) The glass areas of each bay window, and the open portions of each balcony, shall be not less than 50 percent of the sum of the areas of the vertical surfaces of such bay window or balcony above the required open area. At least 1/3 of such required glass area of such bay window, and open portions of such balcony, shall be on one or more vertical surfaces situated at an angle of not less than 30 degrees to the line establishing the required open area. In addition, at least 1/3 of such required glass area or open portions shall be on the vertical surface parallel to, or most nearly parallel to, the line establishing each open area over which the bay window or balcony projects.

STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
				(D) The maximum length of each bay window or balcony shall be 15 feet at the line establishing the required open area, and shall be reduced in proportion to the distance from such line by means of 45 degree angles drawn inward from the ends of such 15-foot dimension, reaching a maximum of nine feet along a line parallel to and at a distance of three feet from the line establishing the required open area.



(E) Where a bay window and a balcony are located immediately adjacent to one another, and the floor of such balcony in its entirety has a minimum horizontal dimension of six feet, the limitations of Subparagraph (c)(2)(D) above shall be increased to a maximum length of 18 feet at the line establishing the required open area, and a maximum of 12 feet along a line parallel to and at a distance of three feet from the line establishing the required open area.



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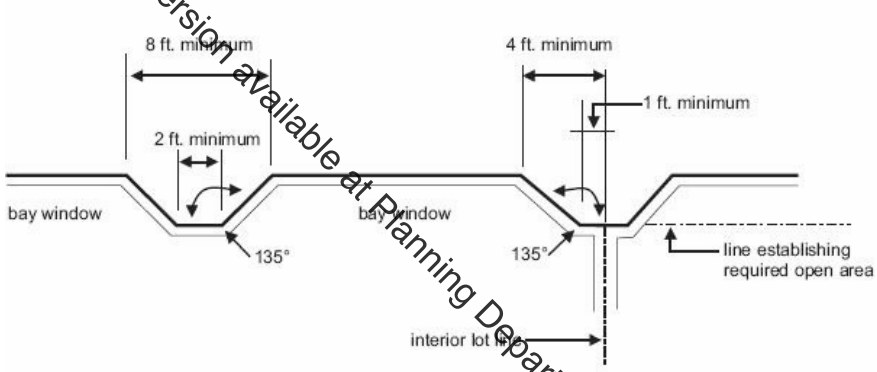
STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
				(F) The minimum horizontal separation between bay windows, between balconies, and between bay windows and balconies (except where a bay window and a balcony are located immediately adjacent to one another, as provided for in Subparagraph (c)(2)(E) above), shall be two feet at the line establishing the required open area, and shall be increased in proportion to the distance from such line by means of 135-degree angles drawn outward from the ends of such two-foot dimension, reaching a minimum of eight feet along a line parallel to and at a distance of three feet from the line establishing the required open area. (G) Each bay window or balcony over a street or alley, setback or rear yard shall also be horizontally separated from interior lot lines (except where the wall of a building on the adjoining lot is flush to the interior lot line immediately adjacent to the projecting portions of such bay window or balcony) by not less than one foot at the line establishing the required open area, with such separation increased in proportion to the distance from such line by means of a 135-degree angle drawn outward from such one-foot dimension, reaching a minimum of four feet along a line parallel to and at a distance of three feet from the line establishing the required open area; 

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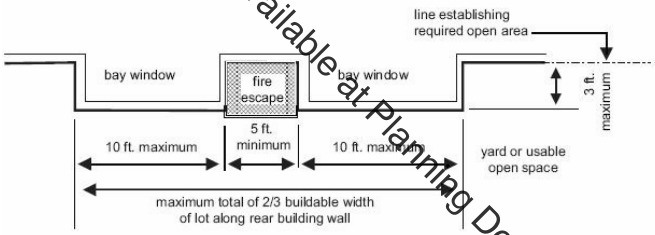
STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
		X	X	(3) Bay (projecting) windows, balconies (other than balconies used for primary access to two or more dwelling units or two or more bedrooms in group housing), and similar features that increase either the floor area of the building or the volume of space enclosed by the building above grade, when limited as specified herein. With respect to obstructions within yards and usable open space, the bay windows and balconies specified in Paragraph (c)(2) above shall be permitted as an alternative to those specified in this Paragraph (c)(3). (A) The minimum headroom shall be 7½ feet. (B) Projection into the required open area shall be limited to three feet, or 1/6 of the required minimum dimension (when specified) of the open area, whichever is less. (C) In the case of bay windows, the maximum length of each bay window shall be 10 feet, and the minimum horizontal separation between bay windows shall be five feet, above all parts of the required open area. (D) The aggregate length of all bay windows and balconies projecting into the required open area shall be no more than 2/3 the buildable width of the lot along a rear building wall, 2/3 the buildable length of a street side building wall, or 1/3 the length of all open areas along the buildable length of an interior side lot line; in the case of yards, these limits on aggregate length shall apply to the aggregate of all bay windows, balconies, fire escapes and chimneys. 
X	X	X	X	(4) Fire escapes, leaving at least 7½ feet of headroom exclusive of drop ladders to grade, and not projecting more than necessary for safety or in any case more than four feet six inches into the required open area. In the case of yards, the aggregate length of all bay windows, balconies, fire escapes and chimneys that extend into the required open area shall be no more than 2/3 the buildable width of the lot along a rear building wall, 2/3 the buildable length of a street side building wall, or 1/3 the buildable length of an interior side lot line;

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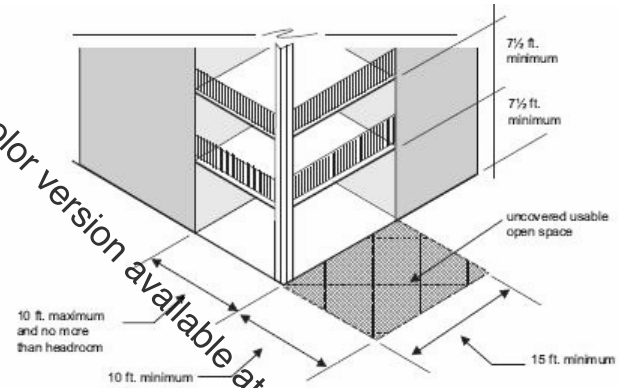
STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
			X	(5) Overhead horizontal projections other than those listed in Paragraphs (c)(1), (2), (3) and (4) above, leaving at least 7½ feet of headroom, where the depth of any such projection is no greater than the headroom it leaves, and in no case is greater than 10 feet; and provided that, in the case of common usable open space at ground level, the open space under the projection directly adjoins uncovered usable open space that is at least 10 feet in depth and 15 feet in width;
		X		(6) Chimneys not extending more than three feet into the required open area or 1/6 of the required minimum dimension (when specified) of the open area, whichever is less; provided that the aggregate length of all bay windows, balconies, fire escapes and chimneys that extend into the required open area is no more than 2/3 the buildable width of the lot along a rear building wall, 2/3 the buildable length of a street side building wall, or 1/3 the buildable length of an interior side lot line;
X				(7) Temporary occupancy of street and alley areas during construction and alteration of buildings and structures, as regulated by the Building Code and other portions of the Municipal Code;
X				(8) Space below grade, as regulated by the Building Code and other portions of the Municipal Code;
X	X			(9) Building curbs and buffer blocks at ground level, not exceeding a height of nine inches above grade or extending more than nine inches into the required open area;
X	X			(10) Signs as regulated by Article 6 of this Code, at locations and to the extent permitted therein;
X	X			(11) Flagpoles for projecting flags permitted by Article 6 of this Code;
X	X			(12) Awnings, Canopies, and Marquees and for Limited Commercial Uses in Residential and RTO Districts, as defined in Section 102 and regulated by the Building Code, and as further limited in Section 136.1 and other provisions of this Code;



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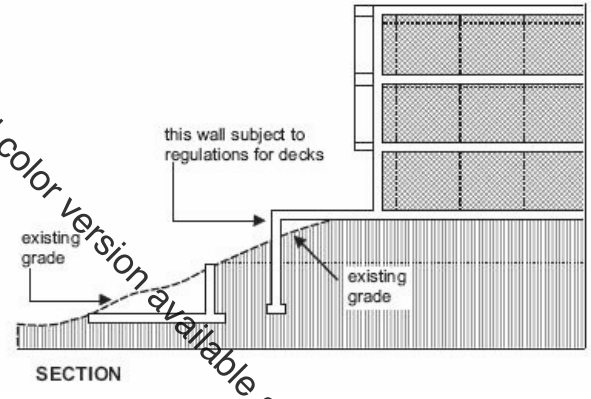
STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
	X	X	X	(13) Retaining walls that are necessary to maintain approximately the grade existing at the time of construction of a building. Other retaining walls and the grade maintained by them shall be subject to the same regulations as decks (see Paragraphs (c)(24) and (c)(25) below); 
	X	X	X	(14) Steps of any type not more than three feet above grade, and uncovered stairways and landings not extending higher than the floor level of the adjacent first floor of occupancy above the ground story, and, in the case of yards and usable open space, extending no more than six feet into the required open area for any portion that is more than three feet above grade, provided that all such stairways and landings shall occupy no more than 2/3 the buildable width of the lot along a front or rear building wall, 2/3 the buildable length of a street side building wall, or 1/3 the length of all open areas along the buildable length of an interior side lot line;
X	X	X	X	(15) Railings no more than three feet six inches in height above any permitted step, stairway, landing, fire escape, deck, porch or balcony, or above the surface of any other structure permitted in the required open area.
	X	X	X	(16) Decorative railings and decorative grille work, other than wire mesh, at least 75 percent open to perpendicular view and no more than six feet in height above grade;
	X	X	X	(17) Fences no more than three feet in height above grade;
		X	X	(18) Fences and wind screens no more than six feet in height above grade;
		X		(19) Fences and wind screens no more than 10 feet in height above grade;
		X	X	(20) Normal outdoor recreational and household features such as play equipment and drying lines;
	X	X	X	(21) Landscaping and garden furniture;

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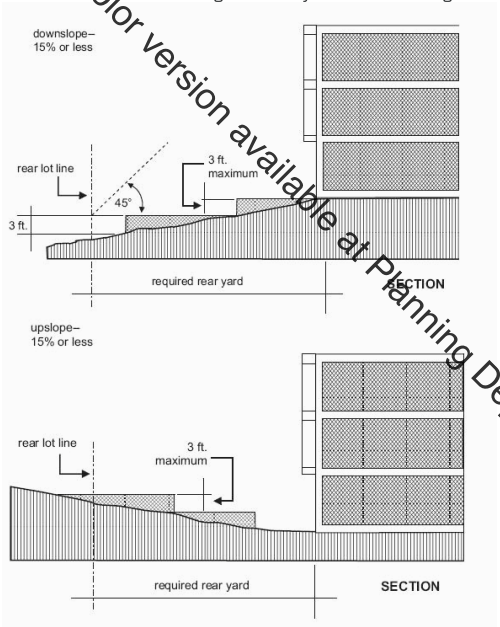
STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
		X	X	(22) Garden structures enclosed by walls on no more than 50 percent of their perimeter, such as gazebos and sunshades, if no more than eight feet in height above grade and covering no more than 60 square feet of land;
		X		(23) Other structures commonly used in gardening activities, such as greenhouses and sheds for storage of garden tools, if no more than eight feet in height above grade and covering no more than 100 square feet of land;
		X		(24) Decks, whether attached to a building or not, at or below the adjacent first floor of occupancy, if developed as usable open space and meeting the following requirements: (A) Slope of 15 percent or less. The floor of the deck shall not exceed a height of three feet above grade at any point in the required open area, nor shall such floor penetrate a plane made by a vertical angle 45 degrees above horizontal with its vertex three feet above grade at any lot line bordering the required open area, 

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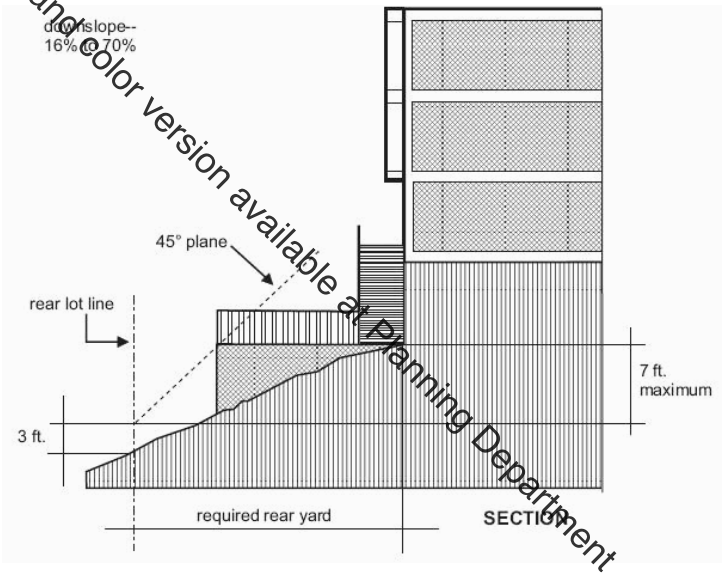
STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
				(B) Slope of more than 15 percent and no more than 70 percent. The floor of the deck shall not exceed a height of three feet above grade at any point along any lot line bordering the required open area, nor shall such floor penetrate a plane made by a vertical angle 45 degrees above horizontal with its vertex three feet above grade at any lot line bordering the required open area, except that when two or more lots are developed with adjacent decks whose floor levels differ by not more than three feet, whether or not the lots will remain in the same ownership, each deck may come all the way to the lot line adjacent to the other deck. In addition, the vertical distance measured up from grade to the floor of the deck shall not exceed seven feet at any point in the required open area, 

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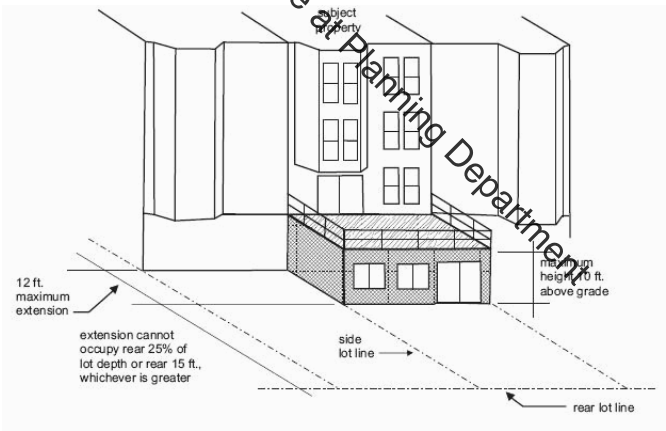
STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
				(C) Slope of more than 70 percent. Because in these cases the normal usability of the required open area is seriously impaired by the slope, a deck covering not more than 1/3 the area of the required open area may be built exceeding the heights specified above, provided that the light, air, view, and privacy of adjacent lots are not seriously affected. Each such case shall be considered on its individual merits. However, the following points shall be considered guidelines in these cases: (i) The deck shall be designed to provide the minimum obstruction to light, air, view and privacy. (ii) The deck shall be at least two feet inside all side lot lines. (iii) On downhill slopes, a horizontal angle of 30 degrees drawn inward from each side lot line at each corner of the rear building line shall be maintained clear, and the deck shall be kept at least 10 feet inside the rear lot line;
		X		(25) Except in required side yards, decks, and enclosed and unenclosed extensions of buildings, when limited as specified herein: (A) The structure shall extend no more than 12 feet into the required open area; and shall not occupy any space within the rear 25 percent of the total depth of the lot, or within the rear 15 feet of the depth of the lot, whichever is greater, (B) Within all parts of the required open area, the structure shall be limited in height to either: (i) 10 feet above grade, or 

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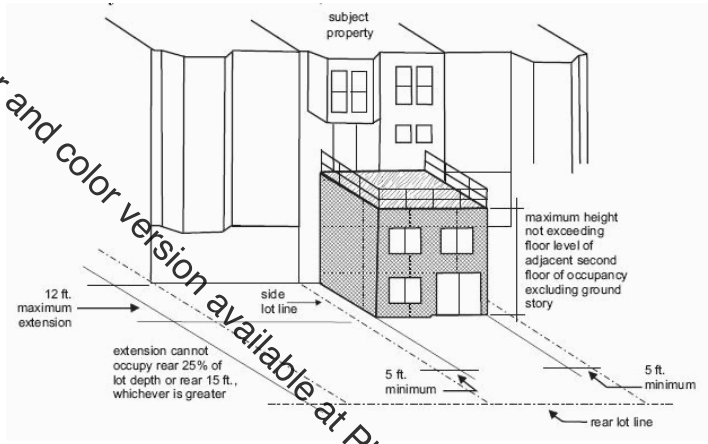
STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
				(ii) A height not exceeding the floor level of the second floor of occupancy, excluding the ground story, at the rear of the building on the subject property, in which case the structure shall be no closer than five feet to any interior side lot line,  (C) Any fence or wind screen extending above the height specified in Subparagraph (c)(25)(B) shall be limited to six feet above such height; shall be no closer to any interior side lot line than one foot for each foot above such height; and shall have not less than 80 percent of its surfaces above such height composed of transparent or translucent materials;
		X		(26) Garages which are underground, or under decks conforming to the requirements of Paragraph (c)(24) or (c)(25) above, if their top surfaces are developed as usable open space, provided that no such garage shall occupy any area within the rear 15 feet of the depth of the lot;

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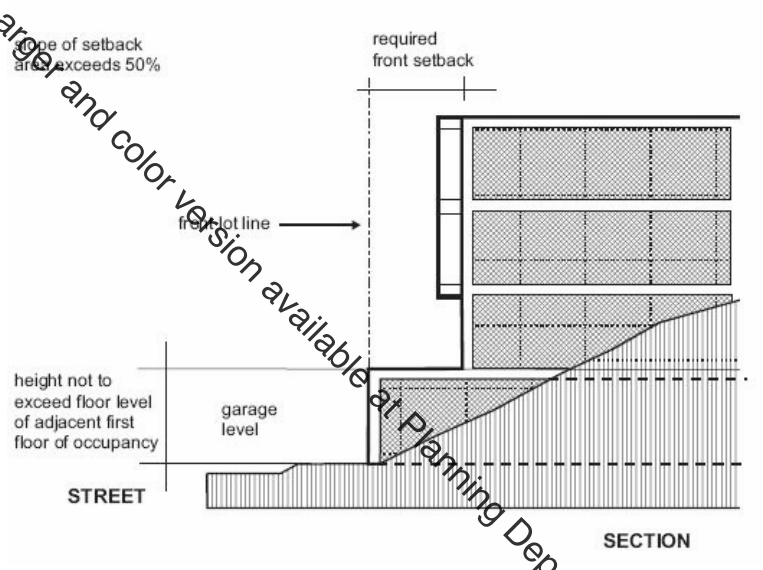
STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
	X			(27) Garages, where the average slope of the required open area ascends from the street lot line to the line at the setback and exceeds 50 percent, provided the height of the garage is limited to 10 feet above grade, or the floor level of the adjacent first floor of occupancy on the subject property, whichever height is less;  Reserved.

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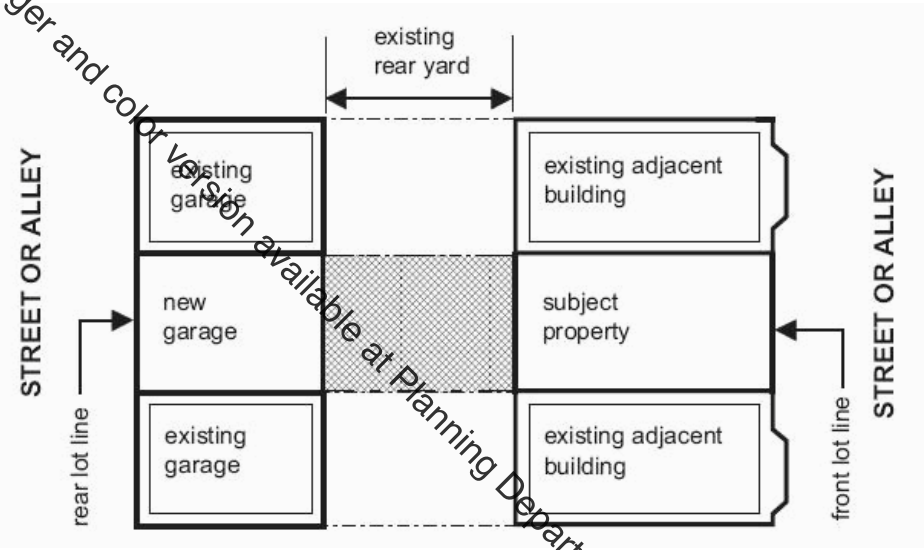
STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
		X		(29) Garages, where the subject property is a through lot having both its front and its rear lot line along streets, alleys, or a street and an alley, and both adjoining lots (or the one adjoining lot where the subject property is also a corner lot) contain a garage structure adjacent to the required rear yard on the subject property, provided the garage on the subject property does not exceed the average of the two adjacent garage structures (or the one adjacent garage structure where the subject property is a corner lot) in either height above grade or encroachment upon the required rear yard; 
X	X	X		(30) Driveways, for use only to provide necessary access to required or permitted parking that is located in the buildable area of the subject property other than in a required open area, and where such driveway has only the minimum width needed for such access, and in no case shall parking be allowed in the setback;
		X	X	(31) In the Outer Clement Street Neighborhood Commercial District, outdoor activity area if used in connection with a commercial use on a contiguous lot and which existed in 1978 and has remained in said use since 1978.

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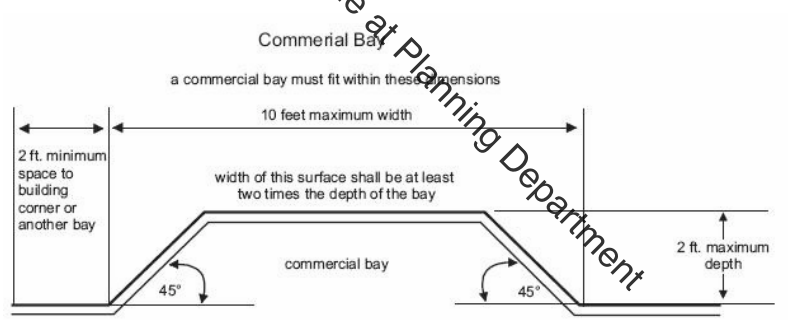
STREETS AND ALLEYS	SET-BACKS	YARDS	USABLE OPEN SPACE	
				(d) Notwithstanding the limitations of Subsection (c) of this Section, the following provisions shall apply in C-3 districts: (1) Decorative Architectural Features. Decorative architectural features not increasing the interior floor area or volume of the space enclosed by the building are permitted over streets and alleys and into setbacks within the maximum vertical and horizontal dimensions described as follows: (A) At roof level, decorative features such as cornices, eaves, and brackets may project four feet in districts other than C-3-O(SD) and 10 feet in the C-3-O(SD) district with a maximum vertical dimension no greater than six feet. (B) At all levels above the area of minimum vertical clearance required in Subsection (a)(1) above, decorative features, such as belt courses, entablatures, and bosses, may project two feet, with a maximum vertical dimension of four feet, except that in the C-3-O(SD) district at all levels above a minimum vertical clearance of 20 feet from sidewalk grade, decorative features may project half the width of the sidewalk up to a maximum projection of 10 feet. (C) At all levels above the area of minimum vertical clearance required by Subsection (a)(1) above, vertical decorative features, such as pilasters, columns, and window frames (including pediment and sills), with a cross-sectional area of not more than three square feet at midpoint, may project one foot horizontally. (2) Bay Windows. Notwithstanding the provisions of Subsections (c)(2)(D) and (F) of this Section, bay windows on nonresidential floors of a structure are permitted only if the width of the bay is at least two times its depth, the total width of all bays on a façade plane does not exceed ½ of the width of the façade plane, and the maximum horizontal (plan) dimensions of the bay fit within the dimensions set forth in the diagram below. 

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SECTION 138.1. STREETSCAPE AND PEDESTRIAN IMPROVEMENTS.

#	PHYSICAL ELEMENT	BETTER STREETS PLAN SECTION
1	Curb ramps*	5.1
2	Marked crosswalks*	5.1
3	Pedestrian-priority signal devices and timings	5.1
4	High-visibility crosswalks	5.1
5	Special crosswalk treatments	5.1
6	Restrictions on vehicle turning movements at crosswalks	5.1
7	Removal or reduction of permanent crosswalk closures	5.1
8	Mid-block crosswalks	5.1
9	Raised crosswalks	5.1
10	Curb radius guidelines	5.2
11	Corner curb extensions or bulb-outs*	5.3
12	Extended bulb-outs	5.3
13	Mid-block bulb-outs	5.3
14	Center or side medians	5.4
15	Pedestrian refuge islands	5.4
16	Transit bulb-outs	5.5
17	Transit boarding islands	5.5
18	Flexible use of the parking lane	5.6
19	Parking lane planters	5.6
20	Chicanes	5.7
21	Traffic calming circles	5.7

#	PHYSICAL ELEMENT	BETTER STREETS PLAN SECTION
22	Modern roundabouts	5.7
23	Sidewalk or median pocket parks	5.8
24	Reuse of 'pork chops' and excess right-of-way	5.8
25	Multi-way boulevard treatments	5.8
26	Shared public ways	5.8
27	Pedestrian-only streets	5.8
28	Public stairs	5.8
29	Street trees*	6.1
30	Tree basin furnishings*	6.1
31	Sidewalk planters*	6.1
32	Above-ground landscaping	6.1
33	Stormwater management tools*	6.2
34	Street and pedestrian lighting*	6.3
35	Special paving*	6.4
36	Site furnishings*	6.5
37	Driveways	6.6

Table D.13.1 Pedestrian and Streetscape Elements per the *Better Streets Plan(2010)* standard streetscape elements marked with a *. (Requirement varies by street type: see the *Better Streets Plan.*)

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(c) Required streetscape and pedestrian improvements. Development projects shall include streetscape and pedestrian improvements on all publicly accessible rights-of-way directly fronting the property as follows:

(2) Other streetscape and pedestrian elements for large projects.

(A) Application.

(i) In any district, streetscape and pedestrian elements in conformance with the Better Streets Plan shall be required, if all the following conditions are present: (1) the project is on a lot that (a) is greater than one-half acre in total area, (b) contains 250 feet of total lot frontage on one or more publicly-accessible rights-of-way, or (c) lot frontage encompasses the entire block face between the nearest two intersections with any other publicly-accessible rights-of-way, and (2) the project includes (a) new construction or (b) addition of 20% or more of gross floor area to an existing building.

(ii) Project Sponsors that meet the thresholds of this Subsection shall submit a streetscape plan to the Planning Department showing the location, design, and dimensions of all existing and proposed streetscape elements in the public right-of-way directly adjacent to the fronting property, including street trees, sidewalk landscaping, street lighting, site furnishings, utilities, driveways, and curb lines, and the relation of such elements to proposed new construction and site work on the subject property.

(B) Standards.

(i) Required streetscape elements. A continuous soil-filled trench parallel to the curb shall connect all street tree basins for those street trees required under the Public Works Code. The trench may be covered only by permeable surfaces as defined in Section 102 of the Planning Code, except at required tree basins, where the soil must remain uncovered. The Director of Planning, or his or her designee, may modify or waive this requirement where a continuous trench is not possible due to the location of existing utilities, driveways, sub-sidewalk basements, or other pre-existing surface or sub-surface features.

(ii) Additional streetscape elements. The Department shall consider, but need not require, additional streetscape elements for the appropriate street type per Table D.13.1 and the Better Streets Plan, including benches, bicycle racks, curb ramps, corner curb extensions, stormwater facilities, lighting, sidewalk landscaping, special sidewalk paving, and other site furnishings, excepting crosswalks and pedestrian signals.

a. Streetscape elements shall be selected from a City-approved palette of materials and furnishings, where applicable, and shall be subject to approval by all applicable City agencies.

b. Additionally, streetscape elements shall be consistent with the overall character and materials of the district, and shall have a logical transition or termination to the sidewalk and/or roadway adjacent to the fronting property.

(iii) Sidewalk widening. The Planning Department in consultation with other agencies shall evaluate whether sufficient roadway space is available for sidewalk widening for the entirety or a portion of the fronting public right-of-way in order to meet or exceed the recommended sidewalk widths for the appropriate street type per Table D.13.2 and the Better Streets Plan and/or to provide additional space for pedestrian and streetscape amenities. If it is found that sidewalk widening is feasible and desirable, the Planning Department shall require the owner or developer to install such sidewalk widening as a condition of approval, including all associated utility re-location, drainage, and street and sidewalk paving.

(iv) Minimum sidewalk width. New publicly-accessible rights-of-way proposed as part of development projects shall meet or exceed the recommended sidewalk widths for the appropriate street type per Table D.13.2. Where a consistent front building setback of 3 feet or greater extending for at least an entire block face is provided, the recommended sidewalk width may be reduced by up to 2 feet.

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	STREET TYPE (PER BETTER STREETS PLAN)	RECOMMENDED SIDEWALK WIDTH (MINIMUM REQUIRED FOR NEW STREETS)
Commercial	Downtown commercial	See Downtown Streetscape Plan
-	Commercial throughway	15'
-	Neighborhood commercial	15'
Residential	Downtown residential	15'
-	Residential throughway	15'
-	Neighborhood residential	12'
Industrial/Mixed-Use	Industrial	10'
-	Mixed-use	15'
Special	Parkway	17'
-	Park edge (multi-use path)	25'
-	Multi-way boulevard	15'
-	Ceremonial	varies
Small	Alley	9'
-	Shared public way	n/a
-	Paseo	varies

Table D.13.2 Recommended Sidewalk Widths by Street Type

(C) Review and approvals.

(i) The streetscape plan required by this section shall be submitted to the Planning Department no later than 60 days prior to any Department or Planning Commission approval action, and shall be considered for approval at the time of other project approval actions. The Planning Department may require any or all standard streetscape elements for the appropriate street type per Table 1 and the Better Streets Plan, if it finds that these improvements are necessary to meet the goals and objectives of the General Plan of the City and County of San Francisco. In making its determination about required streetscape and pedestrian elements, the Planning Department shall consult with other City agencies tasked with the design, permitting, use, and maintenance of the public right-of-way.

(ii) Final approval by the affected agencies and construction of such streetscape improvements shall be completed prior to the issuance of the first Certificate of Occupancy or temporary Certificate of Occupancy for the project, unless otherwise extended by the Zoning Administrator. Should conditions, policies, or determinations by other City agencies require a change to the streetscape plan after approval of the streetscape plan but prior to commencement of construction of the streetscape improvements, the Planning Department shall have the authority to require revision to such streetscape plan. In such case, the Zoning Administrator shall extend the timeframe for completion of such improvements by an appropriate duration as necessary.

(iii) Waiver. Any City agency tasked with the design, permitting, use, and maintenance of the public right-of-way, may waive any or all Department required improvements of the streetscape plan as described in this Subsection under that agency's jurisdiction if said agency determines that such improvement or improvements is inappropriate, interferes with utilities to an extent that makes installation financially infeasible, or would negatively affect the public welfare. Any such waiver shall be from the Director or General Manager of the affected agency, shall be in writing to the applicant and the Department, and shall specify the basis for the waiver. Waivers, if any, shall be obtained prior to commencement of construction of the streetscape improvements unless extenuating circumstances arise during the construction of said improvements. If such a waiver is granted, the Department reserves the right to impose alternative requirements that are the same as or similar to the elements in the adopted streetscape plan after consultation with the affected agency. This Subsection shall not apply to the waiver of the street tree requirement set forth in Section 138.1(c)(1).

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SECTION 153. RULES FOR CALCULATION OF REQUIRED SPACES

(a) In the calculation of off-street parking, freight loading spaces, and bicycle parking spaces required under Sections 151, 152, 152.1, 155.2, 155.3 and 155.4 of this Code, the following rules shall apply:

(1) In the case of mixed uses in the same structure, on the same lot or in the same development, or more than one type of activity involved in the same use, the total requirements for off-street parking and loading spaces shall be the sum of the requirements for the various uses or activities computed separately, including fractional values.

(2) Where an initial quantity of floor area, rooms, seats or other form of measurement is exempted from off-street parking or loading requirements, such exemption shall apply only once to the aggregate of that form of measurement. If the initial exempted quantity is exceeded, for either a structure or a lot or a development, the requirement shall apply to the entire such structure, lot or development, unless the contrary is specifically stated in this Code. In combining the requirements for use categories in mixed use buildings, all exemptions for initial quantities of square footage for the uses in question shall be disregarded, excepting the exemption for the initial quantity which is the least among all the uses in question.

(3) Where a structure or use is divided by a zoning district boundary line, the requirements as to quantity of off-street parking and loading spaces shall be calculated in proportion to the amount of such structure or use located in each zoning district.

(4) Where seats are used as the form of measurement, each 22 inches of space on benches, pews and similar seating facilities shall be considered one seat.

(5) When the calculation of the required number of off-street parking or freight loading spaces results in a fractional number, a fraction of ½ or more shall be adjusted to the next higher whole number of spaces, and a fraction of less than ½ may be disregarded.

(6) In C-3, MUG, MUR, MUO, UMU, and South of Market Districts, substitution of two service vehicle spaces for each required off-street freight loading space may be made, provided that a minimum of 50 percent of the required number of spaces are provided for freight loading. Where the 50 percent allowable substitution results in a fraction, the fraction shall be disregarded.

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SECTION 155.2. BICYCLE PARKING: APPLICABILITY AND REQUIREMENTS FOR SPECIFIC USES

(b) Rules for Calculating Bicycle Parking Requirements.

(1) Under no circumstances may total bicycle parking provided for any use, building, or lot constitute less than five percent of the automobile parking spaces for the subject building, as required by Section 5.106.4 of the 2013 California Green Building Standards Code (CalGreen) (California Title 24, Part 11), as amended from time to time.

(2) Calculations of bicycle parking requirements shall follow the rules of Section 153(a) of this Code.

(3) [INTENTIONALLY OMITTED]

(4) [INTENTIONALLY OMITTED]

(5) [INTENTIONALLY OMITTED]

(6) Where a project proposes to construct new Non-Residential Uses or increase the area of existing Non-Residential Uses, for which the project has not identified specific uses at the time of project approval by the Planning Department or Planning Commission, the project shall provide the amount of non-residential bicycle parking required for Retail Sales per Table 155.2 .

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USE	MINIMUM NUMBER OF CLASS 1 SPACES REQUIRED	MINIMUM NUMBER OF CLASS 2 SPACES REQUIRED
RESIDENTIAL USES		
Dwelling Units (on lots with 3 units or less)	No racks required. Provide secure, weather protected space meeting dimensions set in Zoning Administrator Bulletin No. 9, one per unit, easily accessible to residents and not otherwise used for automobile parking or other purposes.	None.
Dwelling Units (including SRO Units and Student Housing that are Dwelling Units)	One Class 1 space for every Dwelling Unit. For buildings containing more than 100 Dwelling Units, 100 Class 1 spaces plus one Class 1 space for every four Dwelling Units over 100. Dwelling Units that are also considered Student Housing shall provide 50 percent more spaces than would otherwise be required.	One per 20 units. Dwelling Units that are also considered Student Housing shall provide 50 percent more spaces than would otherwise be required.
Group Housing (including SRO Units and Student Housing that are Group Housing; Homeless Shelters are exempt)	One Class 1 space for every four beds. For buildings containing over 100 beds, 25 Class 1 spaces plus one Class 1 space for every five beds over 100. Group housing that is also considered Student Housing per Section 102.36 shall provide 50 percent more spaces than would otherwise be required.	Minimum two spaces. Two Class 2 spaces for every 100 beds. Group Housing that is also considered Student Housing shall provide 50 percent more spaces than would otherwise be required.
Senior Housing or Dwelling Units dedicated to persons with physical disabilities	One Class 1 space for every 10 units or beds, whichever is applicable.	Minimum two spaces. Two Class 2 spaces for every 50 units or beds, whichever is applicable.
NON-RESIDENTIAL USES		
Agricultural Uses Category		
Agricultural Uses	One Class 1 space for every 40,000 square feet.	None.
Automotive Uses Category		
Automotive Uses not listed below	One class 1 space for every 12,000 square feet of Occupied Floor Area, except not less than two Class 1 spaces for any use larger than 5,000 occupied square feet.	Minimum of two spaces. Four Class 2 spaces for any use larger than 50,000 occupied square feet.
Private Parking Garage or Lot, Public Parking Garage or Lot, Vehicle Storage Garage or Lot	None are required. However, if Class 1 spaces that can be rented on an hourly basis are provided, they may count toward the garage's requirement for Class 2 spaces.	One Class 2 space for every 20 car spaces, except in no case less than six Class 2 spaces.
Entertainment, Arts and Recreation Uses Category		
Entertainment, Arts and Recreation Uses not listed below	Five Class 1 spaces for facilities with a capacity of less than 500 guests; 10 Class 1 spaces for facilities with capacity of greater than 500 guests.	One Class 2 space for every 500 seats or for every portion of each 50 person capacity.
Arts Activities	Minimum two spaces or one Class 1 space for every 5,000 square feet of Occupied Floor Area.	Minimum two spaces or one Class 2 space for every 2,500 square feet of publicly accessible or exhibition space.

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USE	MINIMUM NUMBER OF CLASS 1 SPACES REQUIRED	MINIMUM NUMBER OF CLASS 2 SPACES REQUIRED
Sports Stadium, Arena, Amphitheater, or other venue of public gathering with a capacity of greater than 2,000 people	One Class 1 space for every 20 Employees during events.	Five percent of venue capacity excluding Employees. A portion of these must be provided in Attended Facilities as described in Section 155.1(b)(3).
Industrial Uses Category		
Industrial Uses	One Class 1 space for every 12,000 square feet of Occupied Floor Area, except not less than two Class 1 spaces for any use larger than 5,000 occupied square feet.	Minimum of two spaces. Four Class 2 spaces for any use larger than 50,000 occupied square feet.
Institutional Uses Category		
Child Care Facility	Minimum two spaces or one space for every 20 children.	One Class 2 space for every 20 children.
Community Facility, Private Community Facility, Public Facility	Minimum two spaces or one Class 1 space for every 5,000 square feet of Occupied Floor Area.	Minimum two spaces or one Class 2 space for every 2,500 occupied square feet of publicly-accessible or exhibition area.
Hospital	One Class 1 space for every 15,000 square feet of Occupied Floor Area.	One Class 2 space for every 30,000 square feet of Occupied Floor Area, but no less than four located near each public pedestrian entrance.
Medical Cannabis Dispensary	One Class 1 space for every 7,500 square feet of Occupied Floor Area.	Minimum two spaces. One Class 2 space for every 2,500 square feet of Occupied Floor Area. For uses larger than 50,000 occupied gross square feet, 10 Class 2 spaces plus one Class 2 space for every additional 10,000 occupied square feet.
Philanthropic Administrative Service, Social Service or Philanthropic Facility	One Class 1 space for every 5,000 square feet of Occupied Floor Area.	Minimum two spaces for any use greater than 5,000 square feet of Occupied Floor Area, and one Class 2 space for each additional 50,000 occupied square feet.
Post-Secondary Educational Institution or Trade School	One Class 1 space for every 20,000 square feet of Occupied Floor Area.	Minimum two spaces. One Class 2 space for every 10,000 square feet of Occupied Floor Area.
Religious Facility	Five Class 1 spaces for facilities with a capacity of less than 500 guests; 10 Class 1 spaces for facilities with a capacity of greater than 500 guests.	One Class 2 space for every 500 seats or for every portion of each 50 person capacity.
Residential Care Facility	None required.	Minimum two spaces. Two Class 2 spaces for every 50 units or beds, whichever is applicable.
School	Four Class 1 spaces for every classroom.	One Class 2 space for every classroom.

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USE	MINIMUM NUMBER OF CLASS 1 SPACES REQUIRED	MINIMUM NUMBER OF CLASS 2 SPACES REQUIRED
Sales and Services Use Category		
Retail Sales and Services Uses not listed below	One Class 1 space for every 7,500 square feet of Occupied Floor Area.	Minimum two spaces. One Class 2 space for every 2,500 sq. ft. of Occupied Floor Area. For uses larger than 50,000 occupied square feet, 10 Class 2 spaces plus one Class 2 space for every additional 10,000 occupied square feet.
Eating and Drinking Uses, Personal Services, Financial Services	One Class 1 space for every 7,500 square feet of Occupied Floor Area.	Minimum two spaces. One Class 2 space for every 750 square feet of Occupied Floor Area.
Health Service	One Class 1 space for every 5,000 square feet of Occupied Floor Area.	One Class 2 space for every 15,000 square feet of Occupied Floor Area, but no less than four located near each public pedestrian entrance.
Hotel, Motel	One Class 1 space for every 30 rooms.	Minimum two spaces. One Class 2 space for every 30 rooms -plus- One Class 2 space for every 5,000 square feet of Occupied Floor Area of conference, meeting or function rooms.
Mortuary	None.	None.
Retail space devoted to the handling of bulky merchandise such as motor vehicles, machinery or furniture, excluding grocery stores	Minimum two spaces. One Class 1 space for every 15,000 square feet of Occupied Floor Area.	Minimum two spaces. One Class 2 space for every 10,000 square feet of Occupied Floor Area.
Self-Storage	One Class 1 space for every 40,000 square feet.	None.
Trade Shop, Retail Greenhouse or Nursery	One Class 1 space for every 12,000 square feet of Occupied Floor Area, except not less than two Class 1 spaces for any use larger than 5,000 occupied square feet.	Minimum of two spaces. Four Class 2 spaces for any use larger than 50,000 occupied square feet.
Non-Retail Sales and Services not listed below	One Class 1 space for every 12,000 square feet of Occupied Floor Area, except not less than two Class 1 spaces for any use larger than 5,000 occupied square feet.	Minimum of two spaces. Four Class 2 spaces for any use larger than 50,000 gross square feet.
Commercial Storage, Wholesale Storage	One Class 1 space for every 40,000 square feet of Occupied Floor Area.	None.
Office	One Class 1 space for every 5,000 square feet of Occupied Floor Area.	Minimum two spaces for any Office Use greater than 5,000 square feet of Occupied Floor Area, and one Class 2 space for each additional 50,000 occupied square feet.
Utility and Infrastructure Uses Category		
Utility and Infrastructure Uses non listed below	None required.	None required.

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SECTION 155.4. REQUIREMENTS FOR SHOWER FACILITIES AND LOCKERS

(c) Requirements.

USES	MINIMUM SHOWER FACILITY AND LOCKERS REQUIRED
Entertainment, Arts and Recreation Uses; Industrial Uses; Institutional Uses; Non-Retail Sales and Services Uses; Utility and Infrastructure Uses; Small Enterprise Workspace; and Trade Shop	- One shower and six clothes lockers where the Occupied Floor Area exceeds 10,000 square feet but is no greater than 20,000 square feet,
	- Two showers and 12 clothes lockers where the Occupied Floor Area exceeds 20,000 square feet but is no greater than 50,000 square feet,
	- Four showers and 24 clothes lockers are required where the Occupied Floor Area exceeds 50,000 square feet.
Retail Sales and Services Uses, except as listed above	- One shower and six clothes lockers where the Occupied Floor Area exceeds 25,000 square feet but is no greater than 50,000 square feet,
	- Two showers and 12 clothes lockers where the Occupied Floor Area exceeds 50,000 square feet.

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SECTION 166. CAR SHARING

(a) Findings. The Board hereby finds and declares as follows: One of the challenges posed by new development is the increased number of privately-owned automobiles it brings to San Francisco's congested neighborhoods. Growth in the number of privately-owned automobiles increases demands on the City's limited parking supply and often contributes to increased traffic congestion, transit delays, pollution and noise. Car-sharing can mitigate the negative impacts of new development by reducing the rate of individual car-ownership per household, the average number of vehicle miles driven per household and the total amount of automobile-generated pollution per household. Accordingly, car-sharing services should be supported through the Planning Code when a car-sharing organization can demonstrate that it reduces:

(1) the number of individually-owned automobiles per household;

(2) vehicle miles traveled per household; and

(3) vehicle emissions generated per household.

(b) Definitions. For purposes of this Code, the following definitions shall apply:

(1) A "car-share service" is a mobility enhancement service that provides an integrated citywide network of neighborhood-based motor vehicles available only to members by reservation on an hourly basis, or in smaller intervals, and at variable rates. Car-sharing is designed to complement existing transit and bicycle transportation systems by providing a practical alternative to private motor vehicle ownership, with the goal of reducing over-dependency on individually owned motor vehicles. Car-share vehicles must be located at unstaffed, self-service locations (other than any incidental garage valet service), and generally be available for pick-up by members 24 hours per day. A car-share service shall provide automobile insurance for its members when using car-share vehicles and shall assume responsibility for maintaining car-share vehicles.

(2) A "certified car-share organization" is any public or private entity that provides a membership-based car-share service to the public and manages, maintains and insures motor vehicles for shared use by individual and group members. To qualify as a certified car-share organization, a car-share organization shall submit a written report prepared by an independent third party academic institution or transportation consulting firm that clearly demonstrates, based on a statistically significant analysis of quantitative data, that such car-sharing service has achieved two or more of the following environmental performance goals in any market where they have operated for at least two years: (A) lower household automobile ownership among members than the market area's general population; (B) lower annual vehicle miles traveled per member household than the market area's general population; (C) lower annual vehicle emissions per member household than the market area's general population; and (D) higher rates of transit usage, walking, bicycling and other non-automobile modes of transportation usage for commute trips among members than the market area's general population. This report shall be called a Car-sharing Certification Study and shall be reviewed by Planning Department staff for accuracy and made available to the public upon request. The Zoning Administrator shall only approve certification of a car-share organization if the Planning Department concludes that the Certification Study is technically accurate and clearly demonstrates that the car-share organization has achieved two or more of the above environmental performance goals during a two-year period of operation. The Zoning Administrator shall establish specific quantifiable performance thresholds, as appropriate, for each of the three environmental performance goals set forth in this subsection.

(3) The Planning Department shall maintain a list of certified car-share organizations that the Zoning Administrator has determined satisfy the minimum environmental performance criteria set forth in subsection 166(b)(2) above. Any car-share organization seeking to benefit from any of the provisions of this Code must be listed as a certified car-share organization.

(4) An "off-street car-share parking space" is any parking space generally complying with the standards set forth for the district in which it is located and dedicated for current or future use by any car-share organization through a deed restriction, condition of approval or license agreement. Such deed restriction, condition of approval or license agreement must grant priority use to any certified car-share organization that can make use of the space, although such spaces may be occupied by other vehicles so long as no certified car-share organization can make use of the dedicated car-share spaces. Any off-street car-share parking space provided under this Section must be provided as an independently accessible parking space. In new parking facilities that do not

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provide any independently accessible spaces other than those spaces required for disabled parking, off-street car-share parking may be provided on vehicle lifts so long as the parking space is easily accessible on a self-service basis 24 hours per day to members of the certified car-share organization. Property owners may enact reasonable security measures to ensure such 24-hour access does not jeopardize the safety and security of the larger parking facility where the car-share parking space is located so long as such security measures do not prevent practical and ready access to the off-street car-share parking spaces.

(5) A "car-share vehicle" is a vehicle provided by a certified car-share organization for the purpose of providing a car-share-service.

(6) A "property owner" refers to the owner of a property at the time of project approval and its successors and assigns.

(c) Generally Permitted. Car-share spaces shall be generally permitted in the same manner as residential accessory parking. Any residential or commercial parking space may be voluntarily converted to a car-share space.

(d) Requirements for Provision of Car-Share Parking Spaces.

(1) Amount of Required Spaces. In newly constructed buildings containing residential uses or existing buildings being converted to residential uses, if parking is provided, car-share parking spaces shall be provided in the amount specified in Table 166. In newly constructed buildings containing parking for non-residential uses, including non-accessory parking in a garage or lot, car-share parking spaces shall be provided in the amount specified in Table 166.

NUMBER OF RESIDENTIAL UNITS	NUMBER OF REQUIRED CAR-SHARE PARKING SPACES
0 - 49	0
50 - 200	1
201 or more	2, plus 1 for every 200 dwelling units over 200
NUMBER OF PARKING SPACES PROVIDED FOR NON-RESIDENTIAL USES OR IN A NON-ACCESSORY PARKING FACILITY	**NUMBER OF REQUIRED CAR-SHARE PARKING SPACES**
0 - 24	0
25 - 49	1
50 or more	1, plus 1 for every 50 parking spaces over 50

Table 166: REQUIRED CAR-SHARE PARKING SPACES

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(2) Availability of Car-Share Spaces. The required car-share spaces shall be made available, at no cost, to a certified car-share organization for purposes of providing car-share services for its car-share service subscribers. At the election of the property owner, the car-share spaces may be provided

(A) on the building site, or

(B) on another off-street site within 800 feet of the building site.

(3) Off-Street Spaces. If the car-share space or spaces are located on the building site or another off-street site:

(A) The parking areas of the building shall be designed in a manner that will make the car-share parking spaces accessible to non-residential subscribers from outside the building as well as building residents;

(B) Prior to Planning Department approval of the first building or site permit for a building subject to the car-share requirement, a Notice of Special Restriction on the property shall be recorded indicating the nature of requirements of this Section and identifying the minimum number and location of the required car-share parking spaces. The form of the notice and the location or locations of the car-share parking spaces shall be approved by the Planning Department;

(C) All required car-share parking spaces shall be constructed and provided at no cost concurrently with the construction and sale of units; and

(D) if it is demonstrated to the satisfaction of the Planning Department that no certified car-share organization can make use of the dedicated car-share parking spaces, the spaces may be occupied by non-car-share vehicles; provided, however, that upon ninety (90) days of advance written notice to the property owner from a certified car-sharing organization, the property owner shall terminate any non car-sharing leases for such spaces and shall make the spaces available to the car-share organization for its use of such spaces.

(e) Substitution for Required Parking. Provision of a required car-share parking space shall satisfy or may substitute for any required residential parking; however, such space shall not be counted against the maximum number of parking spaces allowed by this Code as a principal use, an accessory use, or a conditional use.

(f) List of Car-Share Projects. The Planning Department shall maintain a publicly-accessible list, updated quarterly, of all projects approved with required off-street car-share parking spaces. The list shall contain the Assessor's Block and Lot number, address, number of required off-street car-share parking spaces, project sponsor or property owner contact information and other pertinent information, as determined by the Zoning Administrator.

(g) Optional Car-Share Spaces.

(1) Amount of Optional Spaces. In addition to any permitted or required parking that may apply to the project, the property owner may elect to provide additional car-share parking spaces in the maximum amount specified in Table 166A; provided, however, that the optional car-share parking spaces authorized by this subsection (g) are not permitted for a project that receives a Conditional Use authorization to increase parking. Additional car-share parking spaces shall be allowed beyond the maximum amount specified in Table 166A, to the extent needed, when such additional car-share parking spaces are part of a Development Project's compliance with the Transportation Demand Management Program set forth in Section 169 of the Planning Code.

NUMBER OF RESIDENTIAL UNITS	MAXIMUM NUMBER OF OPTIONAL CAR-SHARE PARKING SPACES
10- 24	2
25 - 49	3
50 or more	5
AMOUNT OF SQUARE FOOTAGE FOR NON-RESIDENTIAL USES	**MAXIMUM NUMBER OF OPTIONAL CAR-SHARE PARKING SPACES**
5,000 - 9,999 sq. ft.	2
10,000 - 19,999 sq. ft.	3
20,000 or more sq. ft.	5

Table 166A: OPTIONAL CAR-SHARE PARKING SPACES

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The optional car-share spaces shall not be counted against the maximum number of parking spaces allowed by this Code as a principal use, an accessory use, or a conditional use.

(2) Requirements for Optional Car-Share Spaces. All car-share spaces are subject to the following:

(A) They shall meet the provisions of this Section 166.

(B) The car-share parking spaces shall be deed-restricted and dedicated for car-sharing, and must be offered and maintained in perpetuity.

(C) At project entitlement, the property owner must submit a letter of intent from a certified car-share organization that articulates the car-share organization's intent to occupy the requested car-share spaces under this Subsection (g).

(D) Use of the car-share vehicles shall not be limited to residents of the building.

(E) If an additional car-share space is built, and a certified car-share organization chooses not to place vehicles in that space, the owner of the project may not sell, rent, or otherwise earn fees on the space but may use it for (i) bicycle parking, or (ii) permitted storage and other permitted uses but not for parking of any motorized vehicle; provided, however, that upon ninety (90) days of advance written notice to the property owner from a certified car-sharing organization, the property owner shall terminate any non car-sharing use for such space and shall make the space available to the car-share organization for its use of such space.

(F) A sign shall be placed above or next to each car-share parking space stating that the parking space is for car-sharing and cannot be used for private automobile parking. The sign shall meet the Department's design specifications and shall include the name and contact information of a person to call for enforcement of this requirement and such other information as the Department requires. An informational plaque shall also be placed on the outside of the building location, which shall meet the design, location and information requirements established by the Department.

(3) Existing Car-Share Spaces Located on Gas Stations Sites and Surface Parking Lots. If the number of car-share spaces located on a gas station, surface parking lot, or other similar site for at least one year exceeds the total number of required and/or optional car-share parking spaces as provided for under Table 166 and Table 166A, the developer may retain those car-share spaces if the site is redeveloped without reducing the permitted levels of private parking; provided, however, that a property owner cannot seek additional optional car-share parking spaces per Table 166A.

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SEC. 181. NONCONFORMING USES: ENLARGEMENTS, ALTERATIONS AND RECONSTRUCTION.

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The following provisions shall apply to nonconforming uses with respect to enlargements, alterations and reconstruction.

(a) Increases in Nonconformity. A nonconforming use, and any structure occupied by such use, shall not be enlarged, intensified, extended, or moved to another location, with the exception of the construction of a mezzanine within a Live/Work Unit and expansion of Dwelling Units in PDR Districts, unless the result will be elimination of the nonconforming use, except as provided below and in Section 186.1 of this Code. A nonconforming use shall not be extended to occupy additional space in a structure, or additional land outside a structure, or space in another structure, or to displace any other use, except as provided in Sections 182 and 186.1 of this Code.

(b) Permitted Alterations. A structure occupied by a nonconforming use shall not be constructed, reconstructed or altered, unless the result will be elimination of the nonconforming use, except as provided in Section 186.1 of this Code and in Subsections (a) above and (d), (e), (f), (g), (h) and (i) below, and except as follows:

(1) Ordinary maintenance and minor repairs shall be permitted where necessary to keep the structure in sound condition, as well as minor alterations, where such work is limited to replacement of existing materials with similar materials placed in a similar manner.

(2) Minor alterations shall be permitted where ordered by an appropriate public official to correct immediate hazards to health or safety, or to carry out newly enacted retroactive requirements essential to health or safety.

(3) Alterations otherwise allowed by this Code shall be permitted for any portion of the structure that will not thereafter be occupied by the nonconforming use, provided the nonconforming use is not enlarged, intensified, extended, or moved to another location.

(4) All other alterations of a structural nature shall be permitted only to the extent that the aggregate total cost of such other structural alterations, as estimated by the Department of Building Inspection, is less than ½ of the assessed valuation of the improvements prior to the first such alteration, except that structural alterations required to reinforce the structure to meet the standards for seismic loads and forces of the Building Code shall be permitted without regard to cost.

(c) Dwellings Nonconforming as to Density. N/A

(d) Structures Damaged or Destroyed by Calamity. Notwithstanding the foregoing provisions of this Section 181, a structure occupied by a nonconforming use that is damaged or destroyed by fire, or other calamity, or by Act of God, or by the public enemy, may be restored to its former condition and use; provided that such restoration is permitted by the Building Code, and is started within eighteen months and diligently prosecuted to completion. The age of such a structure for the purposes of Sections 184 and 185 shall nevertheless be computed from the date of the original construction of the structure. Except as provided in Subsection (e) below, no structure occupied by a nonconforming use that is voluntarily razed or required by law to be razed by the owner thereof may thereafter be restored except in full conformity with the use limitations of this Code.

For purposes of this Subsection (d), "started within eighteen months" shall mean that within eighteen months of the fire or other calamity or Act of God, the structure's owner shall have filed a building permit application to restore the structure to its former condition and use.

(e) Unreinforced Masonry Buildings. In order that major life safety hazards in structures may be eliminated as expeditiously as possible, a structure containing nonconforming uses and constructed of unreinforced masonry that is inconsistent with the requirements of the UMB Seismic Retrofit Ordinance, Ordinance No. 227-92, may be demolished and reconstructed with the same nonconforming use or a use as permitted by Planning Code Section 182; provided that:

(1) there is no increase in any nonconformity, or any new nonconformity, with respect to the use limitations of this Code;

(2) the current requirements of the Building Code, the Housing Code and other applicable portions of the Municipal Code are met; and

(3) such restoration or reconstruction is started within one year after razing or other demolition work on the structure and diligently prosecuted to completion.

(f) Nighttime Entertainment Uses in Certain Mixed-Use Districts. N/A

(g) Automotive Sales and Service Signs in the Automotive Special Use District. N/A

(h) Dwellings in PDR and M-2 Districts. N/A

(i) Nonconforming Non-Residential Uses in the Eastern Neighborhoods Mixed Use, PDR-1-D, and PDR-1-G Districts. N/A

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SEC. 182. NONCONFORMING USES: CHANGES OF USE.

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The following provisions shall apply to nonconforming uses with respect to changes of use:

(a) A nonconforming use shall not be changed or modified so as to increase the degree of nonconformity under the use limitations of this Code, with respect to the type of use or its intensity except as provided in Section 181 for Nighttime Entertainment uses within the RSD, MUG, MUR, or SLR Districts. The degree of nonconformity shall be deemed to be increased if the new or modified use is less widely permitted by the use districts of the City than the nonconforming use existing immediately prior thereto. For purposes of this Section, intensification of a Formula Retail use as defined in Section 178(c) is determined to be a change or modification that increases the degree of nonconformity of the use.

(b) Except as limited in this Subsection, a nonconforming use may be reduced in size, extent or intensity, or changed to a use that is more widely permitted by the use districts of the City than the existing use, subject to the other applicable provisions of this Code. Except as otherwise provided herein, the new use shall still be classified as a nonconforming use.

(1) Nonconforming Commercial and Industrial uses in a Residential or Residential Enclave District shall be subject to the requirements of Section 186.

(2) A nonconforming use in a Neighborhood Commercial District may be changed to another use as provided in Subsections (c) and (d) below or as provided in Section 186.1 of this Code.

(3) A nonconforming use in any South of Market Mixed Use District may not be changed to an Office, Retail, Bar, Restaurant, Nighttime Entertainment, Adult Entertainment, Hotel, Motel, inn, hostel, or Movie Theater use in any district where such use is otherwise not permitted or conditional, except as provided in Subsection (f) below.

(c) A nonconforming use may be changed to a use listed as a conditional use for the district in which the property is located, only upon approval of a Conditional Use application pursuant to the provisions of Article 3 of this Code, and the new use may thereafter be continued as a permitted conditional use, subject to the limitation of Section 178(b) of this Code.

(d) A nonconforming use may be changed to a use listed as a principal use for the district in which the property is located, subject to the other applicable provisions of this Code, and the new use may thereafter be continued as a permitted principal use.

(e) A nonconforming use may be converted to a Dwelling Unit and to two or more Dwelling Units with Conditional Use authorization, in a district where such use is principally permitted, without regard to the requirements of this Code with respect to residential density or required off-street parking, and the Zoning Administrator may provide relief from certain other standards specified in Section 307(h) through the procedures of that Section, provided the nonconforming use is eliminated by such conversion, provided further that the structure is not enlarged, extended or moved to another location, and provided further that the requirements of the Building Code, the Housing Code and other applicable portions of the Municipal Code are met.

(f) Once a nonconforming use has been changed to a principal or conditional use permitted in the district in which the property is located, or brought closer in any other manner to conformity with the use limitations of this Code, the use of the property may not thereafter be returned to its former nonconforming status, except that within any South of Market Mixed Use District, any area occupied by a nonconforming Office use that is changed to an arts, home and/or business service use falling within the definition of an Arts Activity in Section 102 or zoning categories 816.42 through 816.47 or a wholesale, storage, or light manufacturing use falling within zoning categories 816.64 through 816.67 shall be allowed to return to its former nonconforming Office use. Upon restoration of a previous nonconforming use as permitted above, any modification, enlargement, extension, or change of use, from circumstances that last lawfully existed prior to the change from office use, shall be subject to the provisions of this Article, and the restored nonconforming use shall be considered to have existed continuously since its original establishment, prior to the change to Office use, for purposes of this Article.

(g) If a nonconforming use has been wrongfully changed to another use in violation of any of the foregoing provisions, and the violation is not immediately corrected when required by the Zoning Administrator, the wrongful change shall be deemed to be a discontinuance or abandonment of the nonconforming use

under Section 183 of this Code.

(h) If a nonconforming use is a Formula Retail use in a District that prohibits Formula Retail uses, the Formula Retail use is deemed abandoned if it is discontinued for a period of 18 months or more, or otherwise abandoned. The Formula Retail use shall not be restored.

(1) Change of one nonconforming Formula Retail use to another Formula Retail use that is determined to not be an enlargement or intensification of use, as defined in Subsection 178(c), is subject to the Commission's adopted Performance-Based Design Guidelines for Formula Retail, which may be applied and approved administratively by the Planning Department. Non-conformance with the Performance-Based Design Guidelines for Formula Retail as required by the Department may result in termination of the nonconforming Formula Retail use.

(2) Change of one nonconforming Formula Retail use to another Formula Retail use that is determined to be an enlargement or intensification of use, as defined in Subsection 178(c), is not permitted.

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SEC. 183. NONCONFORMING USES: DISCONTINUANCE AND ABANDONMENT.

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(a) Discontinuance and Abandonment of a Nonconforming Use, Generally. Whenever a nonconforming use has been changed to a conforming use, or discontinued for a continuous period of three years, or whenever there is otherwise evident a clear intent on the part of the owner to abandon a nonconforming use, such use shall not after being so changed, discontinued, or abandoned be reestablished, and the use of the property thereafter shall be in conformity with the use limitations of this Code for the district in which the property is located. Where no enclosed building is involved, discontinuance of a nonconforming use for a period of six months shall constitute abandonment. Where a Massage Establishment is nonconforming for the reason that it is within 1,000 feet of another such establishment or because it is no longer permitted within the district, discontinuance for a continuous period of three months or change to a conforming use shall constitute abandonment.

(b) Discontinuance or Abandonment of a Nonconforming Formula Retail Use. Notwithstanding subsection (a) of this Section, when a nonconforming Formula Retail use has been changed to a conforming use or discontinued for a period of 18 months, or whenever there is otherwise evident a clear intent on the part of the owner to abandon a nonconforming Formula Retail use, such use shall not be reestablished after being so changed, discontinued or abandoned, and the use of the property thereafter shall be in conformity with the use limitations of this Code for the district in which the property is located.

(c) Discontinuance or Abandonment of Self-Storage Use Due to City and County Occupancy. Adoption of the Western South of Market Area Plan resulted in certain land uses, including Self-Storage, that were previously permitted no longer being permitted. The purpose of this subsection 183(c) is to establish a process by which the owner of property with a Self-Storage use that was established and is operating without the benefit of a required change of use permit may seek and obtain the required permit, lease the property to the City and County of San Francisco for a public safety-related purpose, and re-establish a legal nonconforming Self-Storage use after the City vacates the property.

(1) Legitimization of Existing Self-Storage Use; Notice and Discretionary Review of the Building Permit. In the case of a Self-Storage use that was established and has been operating without the benefit of a required change of use permit, the property owner may seek and be granted such permit notwithstanding the limitation of No. 846.48 in Table 846 of this Code, the permit application shall not be subject to the notification requirements of Section 312 or other notification requirements of this Code, and no requests for discretionary review of the building permit shall be accepted by the Planning Department or heard by the Planning Commission provided that:

(A) the permit application is filed for a property located within (i) the Service/Arts/Light Industrial Zoning District and (ii) 1,000 feet of the South Of Market Special Hall Of Justice Legal Services District; and

(B) the Zoning Administrator has determined that the existing Self-Storage use (i) has been regularly operating or functioning prior to the effective date of this subsection 183(c) and (ii) is not accessory to any other use; and

(C) prior to issuance of the building permit to legitimize the existing Self-Storage use, the property owner pays the Transit Impact Development Fee required by Planning Code Section 411et seq. in the amount that was in effect and would have been due at the time of the original establishment of the existing Self-Storage use; and

(D) the building permit to legitimize the existing Self-Storage use is issued prior to the earlier of (i) commencement of occupancy by the City for a public-safety related purpose or (ii) issuance of a building permit to establish the public safety-related use.

If the property owner has not applied for a building permit to legitimize an existing Self-Storage use and the permit is not issued as set forth in this subsection (c)(1), the Self-Storage use shall be deemed irrevocably abandoned and may not be re-established.

(2) Change of Use from a Self-Storage Use to Public Use; Notice and Discretionary Review of the Building Permit. Any building permit that is required for the City's occupancy of the property for a public-safety related purpose classified as a Public Use under Section 890.80of this Code shall not be subject to the notification requirements of Section 312 or other notification requirements of this Code, and no requests for discretionary review of the

building permit shall be accepted by the Planning Department or heard by the Planning Commission.

(3) Re-establishment of Self-Storage Use; Notice and Discretionary Review of the Building Permit. An existing nonconforming Self-Storage use or a Self-Storage use that is legitimized pursuant to subsection (c)(1), that in either case is changed to a public safety-related use due solely to occupancy by the City and County of San Francisco acting through any of its departments, shall not be considered discontinued or abandoned for purposes of subsection (a) above or any other provision of this Code and the property owner may resume use of the premises as a Self-Storage use after the City vacates the property, provided that:

(A) the City's occupancy was for a public safety-related purpose classified as a Public Use under Section 890.80 of the Planning Code;

(B) if the pre-existing Self-Storage use had been established and was operating without the required change of use permit, the property owner applied for and was granted a building permit to legitimize the pre-existing Self-Storage Use pursuant to subsection (c)(1); and

(C) the property owner resumes the pre-existing Self-Storage use within two years from the later of (i) the date the City vacated the property or (ii) the date the City's lease for the property was terminated.

The property owner shall apply for and obtain any permits required to resume the pre-existing Self-Storage use within one year from the date the City vacates the property. If the application for a permit is limited to re-establishment of the pre-existing Self-Storage use, the application shall not be subject to the notification requirements of Section 312 or other notification requirements of this Code, and no requests for discretionary review of the building permit shall be accepted by the Planning Department or heard by the Planning Commission.

(4) Extensions of Time.

(A) If a permit to resume the pre-existing Self-Storage use is issued but delayed due to an action before the Board of Appeals or other City agency, or a case in any court of competent jurisdiction, the time to resume such pre-existing use shall be extended by the amount of time final action on the permit was delayed.

(B) The Zoning Administrator may grant one or more extensions of the time within which the pre-existing Self-Storage use must be resumed if the owner or owners of the property have made a good-faith effort to comply but are unable to do so for reasons that are not within their control.

(5) Notice to Property Owner. The Planning Department shall provide written notice to the owner of record of any property that is within the scope of Section 183(c) of any proposed ordinance to substantively amend this Section 183(c) prior to a hearing thereon by the Planning Commission, provided that the property owner has sent a written request for said notice to the Zoning Administrator.

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SEC. 188. NONCOMPLYING STRUCTURES: ENLARGEMENTS, ALTERATIONS AND RECONSTRUCTION.

(a) Within the limitations of this Article 1.7, and especially Sections 172 and 180 hereof, a noncomplying structure as defined in Section 180may be enlarged, altered or relocated, or undergo a change or intensification of use in conformity with the use limitations of this Code, provided that with respect to such structure there is no increase in any discrepancy, or any new discrepancy, at any level of the structure, between existing conditions on the lot and the required standards for new construction set forth in this Code, and provided the remaining requirements of this Code are met.

(b) A noncomplying structure that is damaged or destroyed by fire, or other calamity, or by Act of God, or by the public enemy, may be restored to its former condition; provided that such restoration is permitted by the Building Code, and is started within eighteen months and diligently prosecuted to completion. Except as provided in Subsection (c) below, no noncomplying structure that is voluntarily razed or required by law to be razed by the owner thereof may thereafter be restored except in full conformity with the requirements of this Code.

For purposes of this Subsection (b), "started within eighteen months" shall mean that within eighteen months of the fire or other calamity or Act of God, the structure's owner shall have filed a building permit application to restore the structure to its former condition and use.

(c) In order that major life safety hazards in noncomplying structures may be eliminated as expeditiously as possible, a noncomplying structure constructed of unreinforced masonry that is inconsistent with the requirements of the UMB Seismic Retrofit Ordinance, Ordinance No. 227-92, may be demolished and reconstructed to the same level of noncompliance; provided that:

(1) The current requirements of the Building, Housing and Fire Codes and, as applicable, Planning Code are met, provided that the Zoning Administrator may, and is hereby empowered to, permit minor modifications to Planning Code requirements (which may include permitting an increase in the building envelope or a reduction in the number of parking spaces) to the extent necessary and required to bring the replacement building up to such applicable Code requirements and to allow replacement of the demolished building with a building which contains a comparable amount of square footage or the same number of residential units as that of the demolished building. The Zoning Administrator shall provide a written determination regarding such permitted Planning Code modifications; and

(2) Such restoration or reconstruction is started within one year after razing or other demolition work on the structure and diligently prosecuted to completion.

(d) Notwithstanding Subsection (a) of this Section, a noncomplying structure as defined in Section 180, may add nonusable space. "Nonusable space" is space not used for living, sleeping, eating, cooking or working. Public corridors, mechanical space, fire stairs and similar areas, are nonusable space. The enlargement must:

(1) Facilitate the adaptive reuse or the rehabilitation of a landmark site or contributory structure within a Historic District designated under Article 10 of this Code or a significant structure or contributory structure within a Conservation District designated under Article 11 of this Code; and

(A) Be necessary to comply with Building Code, Fire Code or Planning Code requirements; or

(B) Enhance the life safety aspects of the building and/or mechanical, environmental control systems; or

(2) Be located within a C-3 District, and:

(A) Be necessary to comply with Building Code, Fire Code or Planning Code requirements; or

(B) Enhance aesthetic qualities and/or character; or

(C) Enhance the life safety aspects of the building and/or mechanical, environmental control systems; or

(D) Accommodate rooftop features exempted from height limits under Section 260(b) or as provided for under Sections 270, 271 or 272 of this Code.

(3) Application for enlargement of a non-complying structure under Subsection (d)(1) shall be considered as part of an application for a Certificate of Appropriateness under Article 10 or a Permit to Alter under Article 11 of

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this Code. Any application to enlarge a noncomplying structure under Article 11 shall be considered as a major alteration under Section 1111 of the Planning Code. Application to alter a noncomplying structure not designated an Article 11 significant or contributory building under Subsection (d)(2) shall be considered under the provisions of Section 309(b) of this Code. These applications shall be subject to the following additional criteria:

(A) That the enlargement promote the health, safety and welfare of the public; and

(B) That the enlargement not cause significant shadows or wind impacts on public sidewalks and parks; and

(C) That the structure provides an appropriate transition to adjacent properties, as necessary; and

(D) That the interior block open space formed by the rear yards of abutting properties will not be adversely affected; and

(E) That the access of light and air to abutting properties will not be significantly affected; and

(F) That public view corridors not be significantly affected; and

(4) The City Planning Commission, subject to the same application procedures of Section 188(d)(3) above, may grant an exception to the Planning Code requirements rather than expansion of the structure to accommodate the Planning Code requirements. The exception of the Planning Code requirement shall be subject to the criteria below:

(A) That the exception promote the health, safety and welfare of the public; and

(B) That the exception result in an increased benefit to the public and the adjacent properties over the increase in nonconformance; and

(C) That the exception not be detrimental to either the occupants of the proposed project or to the neighborhood.

(e) Historic Movie Theater Marquees and Projecting Signs. Notwithstanding Subsection (a) of this Section, and in order that certain character-defining architectural elements of Qualified Movie Theaters be preserved and enhanced, a noncomplying Historic Movie Theater Projecting Sign, as defined in Section 602, and/or a noncomplying Historic Movie Theater Marquee, as defined in Section 602, may be preserved, rehabilitated, or restored. A noncomplying Historic Movie Theater Projecting Sign or a noncomplying Historic Movie Theater Marquee removed from a Qualified Movie Theater prior to or in absence of an application for replacement may be reconstructed.

(1) For the purposes of this Section, "Qualified Movie Theater" shall mean a building that: (A) is currently or has been used as a Movie Theater; and (B) is listed on or eligible for listing on the National Register of Historic Places or the California Register of Historical Resources, designated a City Landmark or a contributor to a City Landmark District under Article 10, or designated as a Significant or Contributory Building under Article 11.

(2) Any preservation, rehabilitation, restoration, or reconstruction permitted under this Section shall be in strict conformity with the overall design, scale, and character of the existing or previously existing Historic Movie Theater Sign or Historic Movie Theater Marquee and:

(A) For a Qualified Movie Theater that retains its Historic Movie Theater Projecting Sign and/or Historic Movie Theater Marquee, the signage features shall be limited to the following:

(i) On a Historic Movie Theater Projecting Sign, the historic name associated with a previous theater occupant;

(ii) On a Historic Movie Theater Marquee, the historic name associated with a previous theater occupant and, where applicable, on the signboard, other information that is an Identifying Sign, as defined in Section 602, provided such information shall be contained within the signboard, shall not consist of any logos, and shall be in the character of lettering historically found on Movie Theater signboards in terms of size, font, and detail.

(B) For a Qualified Movie Theater where the Historic Movie Theater Projecting Sign and/or Historic Movie Theater Marquee has been removed and is proposed to be reconstructed, the overall design and signage features shall be limited to the following:

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(i) On a Historic Movie Theater Projecting Sign, the historic name associated with a previous theater occupant.

(ii) On a Historic Movie Theater Marquee, the historic name associated with a previous theater occupant and, where applicable, on the signboard, other information that is an Identifying Sign, as defined in Section 602, provided such information shall be contained within the signboard, shall not consist of any logos, and shall be in the character of lettering historically found on Movie Theater signboards in terms of size, font, and detail.

(C) Any application to reconstruct shall include evidence of the dimensions, scale, materials, placement, and features of the previously existing Historic Movie Theater Projecting Sign and/or Historic Movie Theater Marquee, as well as any other information required by the Zoning Administrator.

(D) General advertising signs shall not be permitted on either a Historic Movie Theater Projecting Sign or a Historic Movie Theater Marquee.

(f) Notwithstanding Subsection (a) of this Section 188, a secondary structure that is noncomplying with respect to the maximum floor area ratio limit may be removed, in whole or in part, and reconstructed pursuant to the criteria below. For purposes of this Subsection (f), a secondary structure means a structure located on a lot with two or more structures that has no more than one-quarter of the gross floor area of the primary structure on the lot.

(1) The proposed removal and reconstruction shall:

(A) Be located within a C-3-R District on Block 295, Lot 16;

(B) Promote and enhance the C-3-R District as a retail destination;

(C) Result in an increased benefit to the public and the adjacent properties;

(D) Enhance the aesthetic qualities and/or character of the lot;

(E) Result in a net decrease of gross floor area of all structures on the subject property;

(F) Result in a structure that more closely conforms to the floor area ratio limit;

(G) Not result in an adverse impact to a historic resource;

(H) Not cause significant shadows or wind impacts on public sidewalks or parks;

(I) Not obstruct significant public view corridors; and

(J) Not significantly impair light and air to abutting properties.

(2) An application for removal and reconstruction of a non-complying secondary structure shall be considered under the provisions of Section 309(b) of this Code.

(g) Notwithstanding subsection (a) of this Section 188, Terrace Infill, defined as floor area or building volume located within an existing terrace that is already framed by no less than one wall, may be permitted to be enclosed on a noncomplying structure, as defined in Planning Code Section 180, notwithstanding otherwise applicable height, floor area ratio and bulk limits, where the noncomplying structure is designated as a Significant Building under Article 11 of this Code and is located on Assessor's Block 0316. An application for Terrace Infill shall be considered a Major Alteration under Section 1111.1 of this Code and shall be subject to the applicable provisions of Article 11 of this Code, including but not limited to the requirement to apply for and procure a Permit to Alter. As part of the Historic Preservation Commission's consideration of such application, in addition to other requirements set forth in this Code, the facts presented must establish that the Terrace Infill (1) would not be visible from the primary building frontage, and (2) would not exceed 1,500 net new square feet per building. Unless the Board of Supervisors adopts an ordinance extending the term of this Subsection 188(g), it shall expire by operation of law on January 31, 2019. After that date, the City Attorney shall cause this Subsection 188(g) to be removed from the Planning Code.

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SECTION 205.1. TEMPORARY USES: SIXTY-DAY LIMIT

A temporary use may be authorized for a period not to exceed 60 days for any of the following uses:

(a) Neighborhood carnival, exhibition, celebration or festival sponsored by an organized group of residents in the vicinity or, in Neighborhood Commercial, Mixed Use, PDR, C, or M Districts, sponsored by property owners or businesses in the vicinity;

(b) Booth for charitable, patriotic or welfare purposes;

(c) Open air sale of agriculturally produced seasonal decorations, including, but not necessarily limited to, Christmas trees and Halloween pumpkins

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SECTION 205.2. TEMPORARY USES: ONE- OR TWO-YEAR LIMIT

A temporary use may be authorized for a period not to exceed two years for any of the following uses:

(a) Temporary structures and uses incidental to the construction of a group of buildings on the same or adjacent premises;

(b) Rental or sales office incidental to a new residential development, not including the conduct of a general real estate business, provided that it be located within the development, and in a temporary structure or part of a dwelling. A temporary use may be authorized for a period not to exceed one year (including any extensions) for the following year.

(c) In any M-1 or M-2 District, an Automobile Wrecking use as defined in Section 102 of this Code, provided if the operation would be a conditional use in the district in question, that the Zoning Administrator determines the operation will meet within 90 days of commencing operation all conditions applicable to such use in that district.

(d) Temporary Wireless Telecommunications Services (WTS) Facilities for a period of up to one year if the following requirements are met:

(1) the Zoning Administrator determines that the Temporary WTS Facility shall be sited and constructed so as to:

(A) avoid proximity to residential dwellings to the maximum extent feasible;

(B) comply with the provisions of Article 29 of the Police Code;

(C) be no taller than needed;

(D) be screened to the maximum extent feasible; and

(E) be erected for no longer than reasonably required.

(2) Permits in excess of 90 days for Temporary WTS Facilities operated for commercial purposes shall be subject to Section 311 and 312 of this Code, where applicable.

(3) The Planning Department may require, where appropriate, notices along street frontages abutting the location of the Temporary WTS Facility indicating the nature of the facility and the duration of the permit.

(e) Temporary Cannabis Retail Use for a period of up to one year, as provided by Section 191, to be authorized no earlier than January 1, 2018 and to expire on January 1, 2019.

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SECTION 205.3. TEMPORARY USES: TWENTY-FOUR-HOUR LIMIT

Within the PDR, C, M, Neighborhood Commercial, or Mixed Use Districts, a temporary use may be authorized for a period not to exceed 24 hours per event once a month for up to 12 events per year per premises for any of the following uses:

(a) A performance, exhibition, dance, celebration or festival requiring a liquor license, entertainment police permit and/or other City permit when sponsored by an organized group of residents and/or business operators in the neighborhood; or

(b) A performance, dance or party requiring a liquor license, entertainment and/or other City permit, an art exhibit, or other similar exhibition in each case if sponsored by a residential or commercial tenant or group of tenants or owner-occupants of the property or structure in which the temporary use is authorized.

When multiple events are proposed within the allowable annual time limit and City permits are to be issued to a particular applicant and premises, only one permit need be granted per annual time period.

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SECTION 205.4. TEMPORARY USES: INTERMITTENT ACTIVITIES

An intermittent activity is an outdoor use which, while occasional, occurs with some routine or regularity. Intermittent activities include, but are not limited to, the following uses: mobile food facilities, farmers markets, and open air craft markets. Such uses typically require additional authorization(s) from other City Departments. An intermittent activity may be authorized as a temporary use for a period not to exceed one year.

(a) In all Districts other than RH, RM, RED, and RTO Districts an intermittent activity is permissible if it satisfies all of the following conditions:

(1) It shall not be located within a Building as defined in Section 102 of this Code.

(2) It shall not be located on the property for more than either: (i) 6 calendar days for longer than 12 hours per day in any 7-day period; or (ii) 3 calendar days for longer than 24 hours per day in any 7-day period. At the time of application, the applicant shall designate in writing which of the foregoing options shall apply to the activity. No changes shall be made during the authorization period without first filing a new application.

(A) The time periods referenced in Subsection (a)(2) each constitute complete calendar days and apply without regard to whether the activity is open to the public or whether the activity is located on the subject property for consecutive days.

(B) Days of unused authorization cannot be stored or credited, and any portion of a day that the intermittent activity is located at the subject property shall count toward the 12-hour or the 24-hour limit of Subsection (a)(2).

(C) This Subsection (a)(2) shall not apply to any Mobile Food Facility located within a Public (P) District that together with any directly adjoining P District(s) contains more than one acre.

(3) It shall be open for business only during the hours of operation permitted as a principal use for the District in which it is located, if any such hourly limits exist.

(4) If located in a District that is subject to any of the neighborhood notification requirements as set forth in Section 312 of this Code, notification pursuant to Section 312 shall be required as follows:

(A) Notification shall be required if the vending space, as defined below, would exceed 300 square feet.

(B) Notification shall be required if any portion of the vending space would be located within 50 feet of an RH, RM, RED, or RTO District. Distances to RH, RM, RED, and RTO Districts shall be measured from the extreme perimeter of any vending space to the nearest property line of any parcel which is partially or wholly so zoned.

(C) For purposes of this Section, "Vending Space" shall be defined as the entire area within a single rectangular perimeter formed by extending lines around the extreme limits of all carts, vehicles, tables, chairs, or other equipment associated with all intermittent activities located on the parcel.

(D) Notwithstanding Subsections (4)(A) and (B) above, and in order to eliminate redundant notification, notification shall not be required for the resumption of an intermittent activity or the extension of time for an intermittent activity when all of the following criteria are met: (i) an intermittent activity is currently authorized on the property or has been authorized on the property within the 12 months immediately preceding the filing of an application for resumption or extension; (ii) the existing or recent intermittent activity lawfully exceeds or exceeded the thresholds of Subsections (4)(A) and/or (B), above, and was the subject of neighborhood notice under Section 312 at the time of its establishment; and (iii) the intermittent activity would not further exceed the thresholds of Subsections (4)(A) and/or (B), above.

(b) An intermittent activity is allowed in a RH, RM, RED, and RTO District only if it: (1) satisfies all the conditions set forth in Subsection (a); and (2) is located on a parcel that contains or is part of a Hospital, as defined in Section 102 or a Post-Secondary Educational Institution, as defined in Section 102. An intermittent activity authorized under this Subsection shall not operate between the hours of 10:00 p.m. to 7:00 a.m.

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SECTION 260. HEIGHT LIMITS: MEASUREMENT

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(b) Exemptions. In addition to other height exemptions permitted by this Code, the features listed in this subsection (b) shall be exempt from the height limits established by this Code, in an amount up to but not exceeding that which is specified.

(1) The following features shall be exempt provided the limitations indicated for each are observed; and provided further that the sum of the horizontal areas of all features listed in this subsection (b)(1) shall not exceed 20% of the horizontal area of the roof above which they are situated, or, in C-3 Districts and in the Rincon Hill Downtown Residential District, where the top of the building has been separated into a number of stepped elements to reduce the bulk of the upper tower, of the total of all roof areas of the upper tower, and provided further that in any R, RC-3, or RC-4 District the sum of the horizontal areas of all such features located within the first 10 feet of depth of the building, as measured from the front wall of the building, shall not exceed 20% of the horizontal area of the roof in such first 10 feet of depth.

As an alternative, the sum of the horizontal areas of all features listed in this subsection (b)(1) may be equal to but not exceed 20% of the horizontal area permitted for buildings and structures under any bulk limitations in Section 270 of this Code applicable to the subject property.

Any such sum of 20% heretofore described may be increased to 30% by unroofed screening designed either to obscure the features listed under (A) and (B) below or to provide a more balanced and graceful silhouette for the top of the building or structure.

(A) Mechanical equipment and appurtenances necessary to the operation or maintenance of the building or structure itself, including chimneys, ventilators, plumbing vent stacks, cooling towers, water tanks, panels or devices for the collection of solar or wind energy, and window-washing equipment, together with visual screening for any such features. This exemption shall be limited to the top 10 feet of such features where the height limit is 65 feet or less, and the top 16 feet of such features where the height limit is more than 65 feet.

(B) Elevator, stair and mechanical penthouses, fire towers, skylights and dormer windows. This exemption shall be limited to the top 10 feet of such features where the height limit is 65 feet or less, and the top 16 feet of such features where the height limit is more than 65 feet. However, for elevator penthouses, the exemption shall be limited to the top 16 feet and limited to the footprint of the elevator shaft, regardless of the height limit of the building. The design of all elevator penthouses in Residential Districts shall be consistent with the "Residential Design Guidelines" as adopted and periodically amended for specific areas or conditions by the City Planning Commission.

The Zoning Administrator may, after conducting a public hearing, grant a further height exemption for an elevator penthouse for a building with a height limit of more than 65 feet but only to the extent that the Zoning Administrator determines that such an exemption is required to meet state or federal laws or regulations. All requests for height exemptions for elevator penthouses located in Residential or Neighborhood Commercial Districts shall be subject to the neighborhood notification requirements of Sections 311 and 312 of this Code.

(C) Stage and scenery lofts.

(D) Ornamental and symbolic features of public and religious buildings and structures, including towers, spires, cupolas, belfries and domes, where such features are not used for human occupancy.

(E) In any C-3 District, enclosed space related to the recreational use of the roof, not to exceed 16 feet in height.

(F) Rooftop enclosures and screening for features listed in subsections (b)(1)(A) and (B) above that add additional building volume in any C-3 District except as otherwise allowed in the S-2 Bulk district according to subsection (M) below, Eastern Neighborhoods Mixed Use Districts, or South of Market Mixed Use District. The rooftop enclosure or screen creating the added volume:

(i) shall not be subject to the percentage coverage limitations otherwise applicable to this Section 260(b) but shall meet the requirements of Section 141;

(ii) shall not exceed 20 feet in height, measured as provided in

subsection (a) above;

(iii) may have a volume, measured in cubic feet, not to exceed three-fourths of the horizontal area of all upper tower roof areas multiplied by the maximum permitted height of the enclosure or screen;

(iv) shall not be permitted within the setbacks required by Sections 132.1, 132.2, and 132.3;

(v) shall not be permitted within any setback required to meet the sun access plane requirements of Section 146; and

(vi) shall not be permitted within any setback required by Section 261.1.

(G) In any C-3 District except as otherwise allowed in the S-2 Bulk district according to subsection (M) below, vertical extensions to buildings, such as spires, which enhance the visual appearance of the structure and are not used for human occupancy may be allowed, pursuant to the provisions of Section 309, up to 75 feet above the height otherwise allowed. The extension shall not be subject to the percentage coverage limitations otherwise applicable to this subsection, provided that the extension is less than 100 square feet in cross-section and 18 feet in diagonal dimension.

(H) In the Rincon Hill Downtown Residential District, enclosed space related to the recreational use of the roof, not to exceed 16 feet in height.

(I) In the Rincon Hill Downtown Residential District, additional building volume used to enclose or screen from view the features listed under Subsections (b)(1)(A) and (b)(1)(B) above. The rooftop form created by the added volume shall not be subject to the percentage coverage limitations otherwise applicable to this subsection but shall meet the requirements of Section 141, shall not exceed 10 percent of the total height of any building taller than 105 feet, shall have a horizontal area not more than 85 percent of the total area of the highest occupied floor, and shall contain no space for human occupancy. The features described in (b)(1)(B) shall not be limited to 16 feet for buildings taller than 160 feet, but shall be limited by the permissible height of any additional rooftop volume allowed by this Subsection.

(J) In the Van Ness Special Use District, additional building volume used to enclose or screen from view the features listed under Subsections (b)(1)(A) and (b)(1)(B) above and to provide additional visual interest to the roof of the structure. The rooftop form created by the added volume shall not be subject to the percentage coverage limitations otherwise applicable to this Subsection, but shall meet the requirements of Section 141 and shall not exceed 10 feet in height where the height limit is 65 feet or less or 16 feet where the height limit is more than 65 feet, measured as provided in Subsection (a) above, and may not exceed a total volume, including the volume of the features being enclosed, equal to ¾ of the horizontal area of all upper tower roof areas of the building measured before the addition of any exempt features times 10 where the height limit is 65 feet or less or times 16 where the height limit is more than 65 feet.

(K) In the Northeast China Basin Special Use District, light standards for the purpose of lighting the ballpark.

(L) In the C-3-G District, on sites fronting on Van Ness Avenue in the 120-X height district, additional building volume used to enclose or screen from view the features listed under subsections (b)(1)(A) and (b)(1)(B) above, to allow increased roof height for performance and common space and to provide additional visual interest to the roof of the structure. The rooftop form created by the added volume shall not be subject to the percentage coverage limitations otherwise applicable to this subsection (b)(1)(L), but shall meet the requirements of Section 141 and shall not exceed 16 feet in height, measured as provided in subsection (a) above. Buildings that are eligible for this exemption are also eligible for exceptions to any quantitative standards set forth in Article 1.2 of this Code through Section 309 of this Code.

(M) In any S-2 Bulk District for any building which exceeds 550 feet in height, unoccupied building features including mechanical and elevator penthouses, enclosed and unenclosed rooftop screening, and unenclosed architectural features not containing occupied space that extend above the height limit, only as permitted by the Planning Commission according to the procedures of Section 309 and meeting all of the following criteria:

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(i) such elements are demonstrated to not add more than insignificant amounts of additional shadow compared to the same building without such additional elements on any public open spaces as deemed acceptable by the Planning Commission; and

(ii) such elements are limited to a maximum additional height equivalent to 7.5 percent of the height of the building to the roof of the highest occupied floor, except that in the case of a building in the 1,000-foot height district such elements are not limited in height, and any building regardless of building height or height district may feature a single spire or flagpole with a diagonal in cross-section of less than 18 feet and up to 50 feet in height in addition to elements allowed according to this subsection (M); and

(iii) such elements are designed as integral components of the building design, enhance both the overall silhouette of the building and the City skyline as viewed from distant public vantage points by producing an elegant and unique building top, and achieve overall design excellence.

(2) The following features shall be exempt, without regard to their horizontal area, provided the limitations indicated for each are observed:

(A) Railings, parapets and catwalks, with a maximum height of four feet.

(B) Open railings, catwalks and fire escapes required by law, wherever situated.

(C) Unroofed recreation facilities with open fencing, including tennis and basketball courts at roof level, swimming pools with a maximum height of four feet and play equipment with a maximum height of 10 feet.

(D) Unenclosed seating areas limited to tables, chairs and benches, and related windscreens, lattices and sunshades with a maximum height of 10 feet.

(E) Landscaping, with a maximum height of four feet for all features other than plant materials.

(F) Short-term parking of passenger automobiles, without additional structures or equipment other than trellises or similar overhead screening for such automobiles with a maximum height of eight feet.

(G) Amusement parks, carnivals and circuses, where otherwise permitted as temporary uses.

(H) Flagpoles and flags, clothes poles and clotheslines, and weathervanes.

(I) Wireless Telecommunications Services Facilities and other antennas, dishes, and towers and related screening elements, subject to any other applicable Planning Code provisions, including but not limited to applicable design review criteria and Planning Code Section 295.

(J) Warning and navigation signals and beacons, light standards and similar devices, not including any sign regulated by this Code.

(K) Public monuments owned by government agencies.

(L) Cranes, scaffolding and batch plants erected temporarily at active construction sites.

(M) Structures and equipment necessary for the operation of industrial plants, transportation facilities, public utilities and government installations, where otherwise permitted by this Code and where such structures and equipment do not contain separate floors, not including towers and antennae for transmission, reception, or relay of radio, television, or other electronic signals, where permitted as principal or conditional uses by this Code.

(N) Buildings, structures and equipment of the San Francisco Port Commission, where not subject to this Code due to provisions of the San Francisco Charter or State law.

(O) Additional building height, up to a height of five feet above the otherwise applicable height limit, where the uppermost floor of the building is to be occupied solely by live/work units located within a South of Market District.

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(P) Enclosed recreational facilities up to a height of 10 feet above the otherwise applicable height limit when located within a 65-U Height and Bulk District and either an MUO or SSO District, and only then when authorized by the Planning Commission as a Conditional Use pursuant to Section 303 of this Code, provided that the project is designed in such a way as to reduce the apparent mass of the structure above a base 50 foot building height.

(Q) Historic Signs and Vintage Signs permitted pursuant to Article 6 of this Code.

(R) In the Eastern Neighborhoods Mixed Use Districts, enclosed utility sheds of not more than 100 square feet, exclusively for the storage of landscaping and gardening equipment for adjacent rooftop landscaping, with a maximum height of 8 feet above the otherwise applicable height limit.

(S) Hospitals, as defined in this Code, that are legal non-complying structures with regard to height, may add additional mechanical equipment so long as the new mechanical equipment 1) is not higher than the highest point of the existing rooftop enclosure, excluding antennas; 2) has minimal visual impact and maximum architectural integration; 3) is necessary for the function of the building; and 4) no other feasible alternatives exist. Any existing rooftop equipment that is out of service or otherwise abandoned must be removed prior to installation of new rooftop equipment.

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SECTION 602. SIGN DEFINITIONS

The following definitions shall apply to this Article 6, in addition to such definitions elsewhere in this Code as may be appropriate.

Area (of a Sign).

(a) All Signs Except on Windows, Awnings and Marquees. The entire area within a single continuous rectangular perimeter formed by extending lines around the extreme limits of writing, representation, emblem, or any figure of similar character, including any frame or other material or color forming an integral part of the display or used to differentiate such Sign from the background against which it is placed; excluding the necessary supports or uprights on which such Sign is placed, but including any Sign Tower. Where a Sign has two or more faces, the area of all faces shall be included in determining the Area of the Sign, except that where two such faces are placed back to back and are at no point more than two feet from one another, the Area of the Sign shall be taken as the area of one face if the two faces are of equal area, or as the area of the larger face if the two faces are of unequal area.

(b) On Windows. The Area of any Sign painted directly on a window shall be the area within a rectangular perimeter formed by extending lines around the extreme limits of writing, representation, or any figure of similar character depicted on the surface of the window. The Area of any Sign placed on or behind the window glass shall be as described above in subsection (a).

(c) On Awnings or Marquees. The Area of any Sign on an Awning or Marquee shall be the total of all signage on all faces of the structure. All sign copy on each face shall be computed within one rectangular perimeter formed by extending lines around the extreme limits of writing, representation, or any figure of similar character depicted on the surface of the face of the awning or marquee.

Attached to a Building. Supported, in whole or in part, by a building.

Business Sign. A Sign which directs attention to the primary business, commodity, service, industry or other activity which is sold, offered, or conducted on the premises upon which such Sign is located, or to which it is affixed. Where a number of businesses, services, industries, or other activities are conducted on the premises, or a number of commodities, services, or other activities with different brand names or symbols are sold on the premises, up to one-third of the area of a Business Sign, or 25 square feet of Sign area, whichever is the lesser, may be devoted to the advertising of one or more of those businesses, commodities, services, industries, or other activities by brand name or symbol as an accessory function of the Business Sign, provided that such advertising is integrated with the remainder of the Business Sign, and provided also that any limits which may be imposed by this Code on the area of individual Signs and the area of all Signs on the property are not exceeded. The primary business, commodity, service, industry, or other activity on the premises shall mean the use which occupies the greatest area on the premises upon which the Business Sign is located, or to which it is affixed.

Directly Illuminated Sign. A Sign designed to give forth artificial light directly (or through transparent or translucent material) from a source of light within such Sign, including but not limited to neon and exposed lamp signs.

Freestanding. In no part supported by a building.

Freeway. A highway, in respect to which the owners of abutting lands have no right or easement of access to or from their abutting lands or in respect to which such owners have only limited or restricted right or easement of access, the precise route for which has been determined and designated as a Freeway by an authorized agency of the State or a political subdivision thereof. The term shall include the main traveled portion of the trafficway and all ramps and appurtenant land and structures. Trans-Bay highway crossings shall be deemed to be Freeways within the meaning of this definition for purposes of this Code.

General Advertising Sign. A Sign legally erected prior to the effective date of Section 611 of this Code, which directs attention to a business, commodity, industry or other activity which is sold, offered or conducted elsewhere than on the premises upon which the Sign is located, or to which it is affixed, and which is sold, offered or conducted on such premises only incidentally if at all.

Height (of a Sign). The vertical distance from the uppermost point used in measuring the Area of a Sign, as defined in this Section 602, to the ground immediately below such point or to the level of the upper surface of the nearest curb of a Street, Alley or highway (other than a structurally elevated roadway), whichever measurement permits the greater elevation of the Sign.

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Historic Movie Theater Projecting Sign. A projecting Business Sign attached to a Qualified Movie Theater, as defined in Section 188(e)(1), when such sign was originally constructed in association with the Qualified Movie Theater or similar historic use. Such Signs are typically characterized by (a) perpendicularity to the primary facade of the building, (b) fixed display of the name of the establishment, often in large lettering descending vertically throughout the length of the Sign; (c) a narrow width that extends for a majority of the vertical distance of a building's facade, typically terminating at or slightly above the Roofline, and (d) an overall scale and nature such that the Sign comprises a significant and character defining architectural feature of the building to which it is attached. Elimination or change of any lettering or other inscription from a Historic Movie Theater Projecting Sign, such as that which may occur with a change of ownership, change of use, or closure does not preclude classification of the Sign under this Section. For specific controls on the preservation, rehabilitation, or restoration of these signs, refer to Section 188(e) of this Code.

Historic Movie Theater Marquee. A Marquee, as defined in Section 102, attached to a Qualified Movie Theater, as defined in Section 188(e)(1), when such Marquee was originally constructed in association with a Movie Theater or similar historic use. Elimination or change of any lettering or other inscription from a Historic Movie Theater Marquee, such as that which may occur with a change of ownership, change of use or closure, does not preclude classification of the Marquee under this Section. For specific controls on the preservation, rehabilitation, or restoration of these Signs, refer to Section 188(e) of this Code.

Historic Sign. An Historic Sign is any Sign identified on its own or as one of the character defining features of a property listed or eligible for the National Register of Historic Places or the California Register of Historical Resource, or designated in any manner under Articles 10 or 11 of the Planning Code.

Identifying Sign. A Sign for a use listed in Article 2 of this Code as either a principal or a conditional use permitted in an R District, regardless of the district in which the use itself may be located, which Sign serves to tell only the name, address, and lawful use of the premises upon which the Sign is located, or to which it is affixed. With respect to shopping malls containing five or more stores or establishments in NC Districts, and shopping centers containing five or more stores or establishments in NC-S Districts or in the City Center Special Sign District, Identifying Signs shall include Signs which tell the name of and/or describe aspects of the operation of the mall or center. Shopping malls, as that term is used in this Section, are characterized by a common pedestrian passageway which provides access to the businesses located therein.

Indirectly Illuminated Sign. A Sign illuminated with a light directed primarily toward such Sign and so shielded that no direct rays from the light are visible elsewhere than on the lot where said illumination occurs. If not effectively so shielded, such sign shall be deemed to be a Directly Illuminated Sign.

Landscaped Freeway. Any part of a Freeway that is now or hereafter classified by the State or a political subdivision thereof as a Landscaped Freeway, as defined in the California Outdoor Advertising Act. Any part of a Freeway that is not so designated shall be deemed a nonlandscaped Freeway.

Nameplate. A sign affixed flat against a wall of a building and serving to designate only the name or the name and professional occupation of a person or persons residing in or occupying space in such building.

Nonilluminated Sign. A Sign which is not illuminated, either directly or indirectly.

Projection. The horizontal distance by which the furthermost point used in measuring the Area of a Sign, as defined in this Section 602, extends beyond a Street Property Line or a building setback line. A Sign placed flat against a wall of a building parallel to a Street or Alley shall not be deemed to project for purposes of this definition. A Sign on an Awning, Canopy or Marquee shall be deemed to project to the extent that such Sign extends beyond a Street Property Line or a building setback line.

Roofline. The upper edge of any building wall or parapet, exclusive of any Sign Tower.

Roof Sign. A Sign or any portion thereof erected or painted on or over the roof covering any portion of a building, and either supported on the roof or on an independent structural frame or Sign Tower, or located on the side or roof of a penthouse, roof tank, roof shed, elevator housing or other roof structure.

Sale or Lease Sign. A Sign which serves only to indicate with pertinent information the availability for sale, lease or rental of the lot or building on which it is placed, or some part thereof.

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Sign. Any structure, part thereof, or device or inscription which is located upon, attached to, or painted, projected or represented on any land or right-of-way, or on the outside of any building or structure including an Awning, Canopy, Marquee or similar appendage, or affixed to the glass on the outside or inside of a window so as to be seen from the outside of the building, and which displays or includes any numeral, letter, word, model, banner, emblem, insignia, symbol, device, light, trademark, or other representation used as, or in the nature of, an announcement, advertisement, attention arrester, direction, warning, or designation by or of any person, firm, group, organization, place, commodity, product, service, business, profession, enterprise or industry.

A "Sign" is composed of those elements included in the Area of the Sign as defined in this Section 602, and in addition the supports, uprights and framework of the display. Except in the case of General Advertising Signs, two or more faces shall be deemed to be a single Sign if such faces are contiguous on the same plane, or are placed back to back to form a single structure and are at no point more than two feet from one another. Also, on Awnings or Marquees, two or more faces shall be deemed to be a single Sign if such faces are on the same Awning or Marquee structure.

Sign Tower. A tower, whether attached to a building, Freestanding, or an integral part of a building, which is erected for the primary purpose of incorporating a Sign, or having a Sign attached thereto.

Street Property Line. For purposes of this Article 6 only, "street property line" shall mean any line separating private property from either a Street or an Alley.

Video Sign. A Sign that displays, emits, or projects or is readily capable of displaying, emitting or projecting a visual representation or image; an animated video, visual representation, or image; or other video image of any kind onto a building, fabric, screen, sidewalk, wall, or other surface through a variety of means, including, but not limited to: camera; computer; digital cinema, imaging, or video; electronic display; fiber optics; film; internet; intranet; light emitting diode screen or video display; microprocessor or microcontrolled based systems; picture frames; plasma display; projector; satellite; scrolling display; streaming video; telephony; television; VHS; wireless transmission; or other technology that can transmit animated or video images.

Vintage Sign. A Sign that depicts a land use, a business activity, a public activity, a social activity or historical figure or an activity or use that recalls the City's historic past, as further defined in Section 608.14 of this Code, and as permitted by Sections 303 and 608.14 of this Code.

Wall Sign. A Sign painted directly on the wall or placed flat against a building wall with its copy parallel to the wall to which it is attached and not protruding more than the thickness of the sign cabinet.

Wind Sign. Any Sign composed of one or more banners, flags, or other objects, mounted serially and fastened in such a manner as to move upon being subjected to pressure by wind or breeze.

Window Sign. A Sign painted directly on the surface of a window glass or placed behind the surface of a window glass.

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E. No PG&E Sub-area Scenario

This D4D includes standards, guidelines, and considerations for the redevelopment of the entire PG&E Sub-area as shown in Figure 1.2.1. However, the PG&E Sub-area redevelopment is subject to PG&E's long-range facilities planning. Portions of the PG&E Sub-area may or may not ultimately be redeveloped. The following figures depict how the site's land use, ground-floor uses, streets, pedestrian network, heights, and setbacks would change in the scenario in which the PG&E Sub-area is not redeveloped.

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Figure E.13.1 Land Use Plan

Larger and color version available at Planning Department

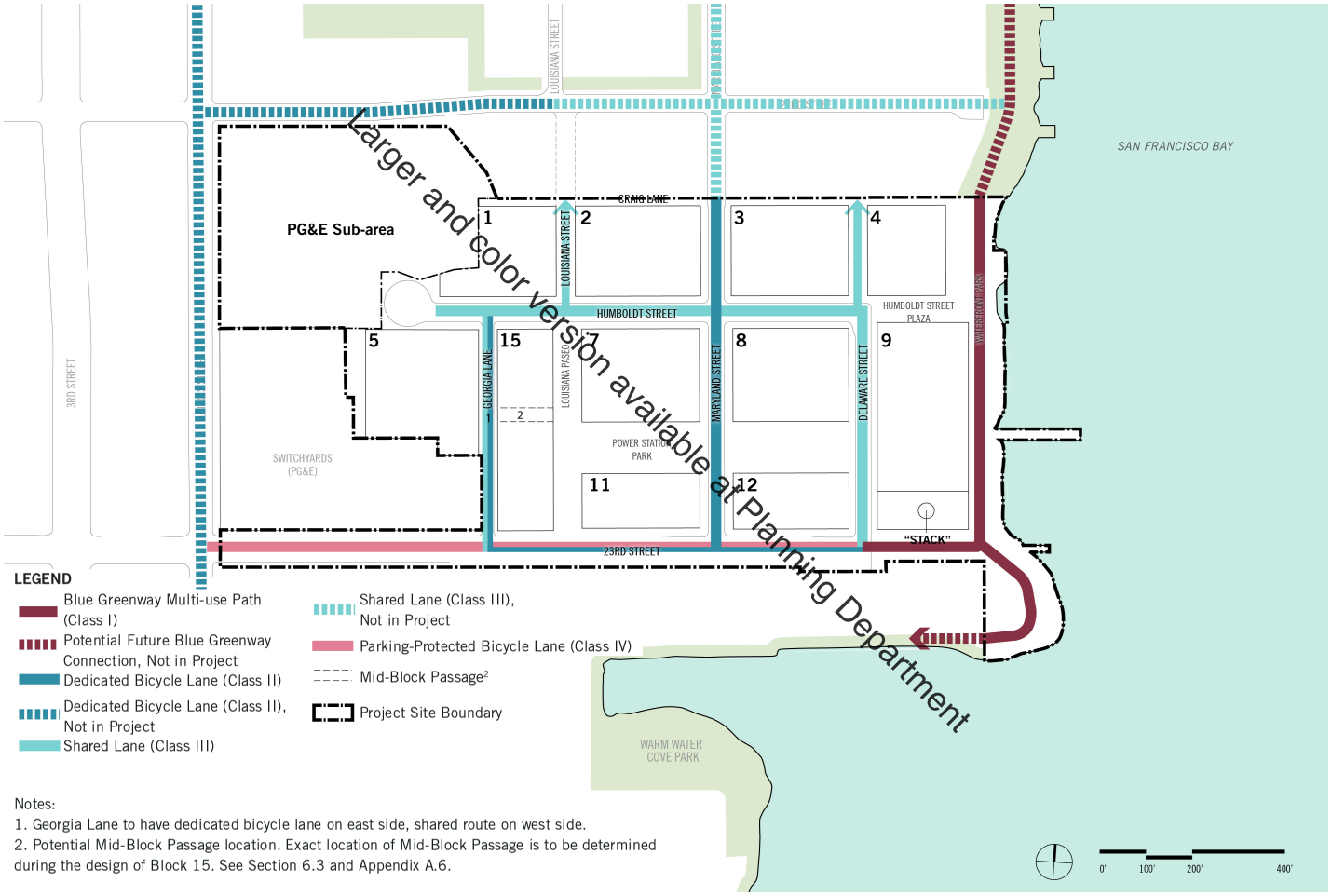
LEGEND

- Residential
- Office/Life Science and/or Laboratory[1]
- Hotel and/or Residential
- * Potential District Parking Garage and Publicly Accessible Rooftop Soccer Field Location
- Open Spaces
- Project Site Boundary

Notes:

1. Non-Retail Sales and Services Uses and/or Life Science/Laboratory Uses are permitted on Blocks 2, 3, 11, 12 and 15, consistent with the Phasing Plan.

Figure E.13.2 Bicycle Network



Notes:
1. Georgia Lane to have dedicated bicycle lane on east side, shared route on west side.
2. Potential Mid-Block Passage location. Exact location of Mid-Block Passage is to be determined during the design of Block 15. See Section 6.3 and Appendix A.6.

Figure E.13.3 Ground-Floor Uses

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LEGEND

- Priority Retail Frontage
- Priority PDR Frontage
- Active Use Frontage[1]
- Active Lane Frontage
- Active Corner
- Mid-Block Passage[2]
- Publicly Accessible Open Space
- Project Site Boundary
- Potential Build-To Line
- Potential Grocery Store Location

Notes:

1. If Station A is demolished due to collapse, or is otherwise damaged beyond repair, then Active Frontage will apply to north, east, and south façades, and Active Lane Frontage would apply to west façades.
2. Block 15 Mid-Block Passage Conceptual Location. Exact location of Mid-Block Passage is to be determined during the design of Block 15. See Section 6.3 and Appendix A.6.

Figure E.13.4 Building Height Plan

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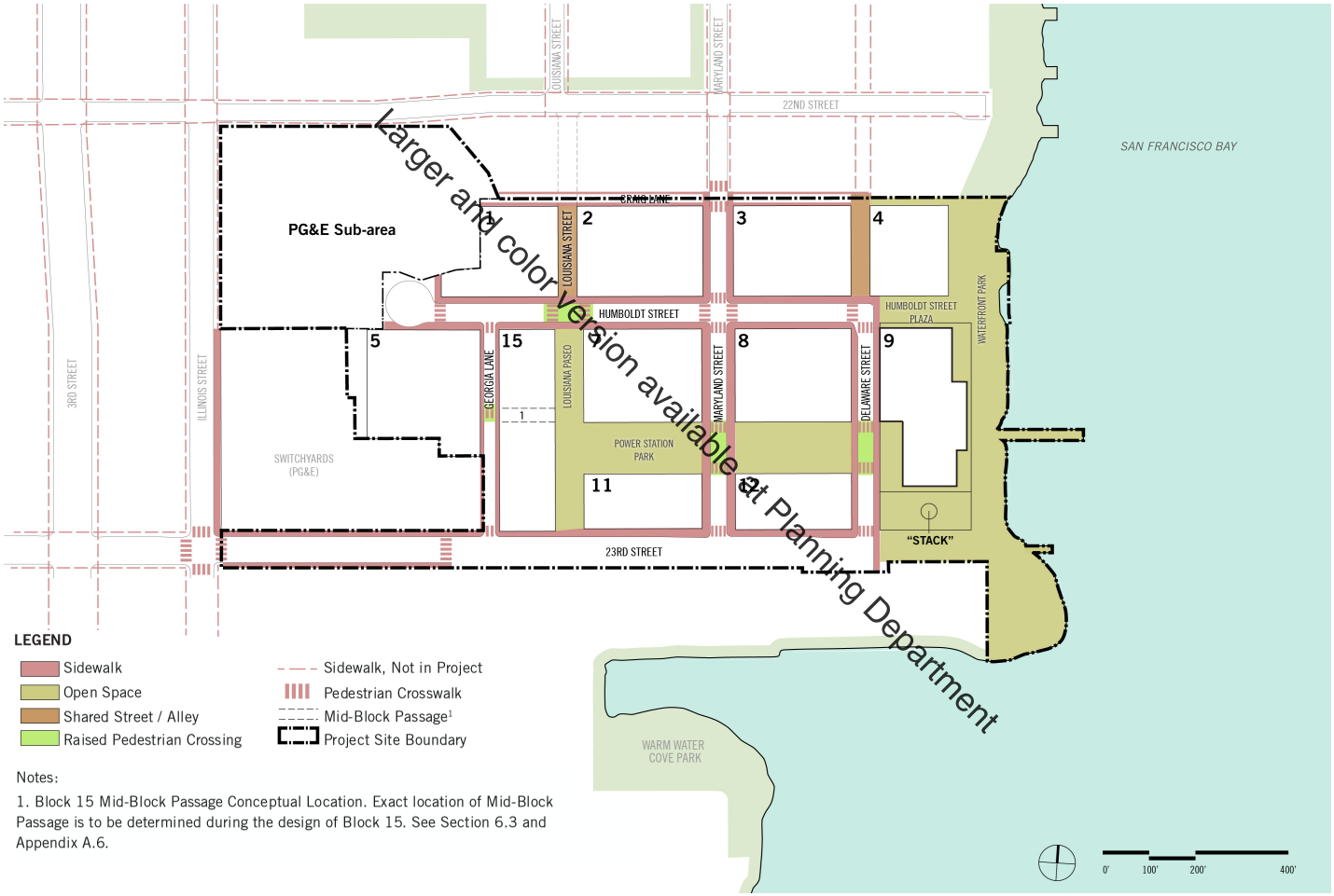
Figure E.13.5 Pedestrian Network



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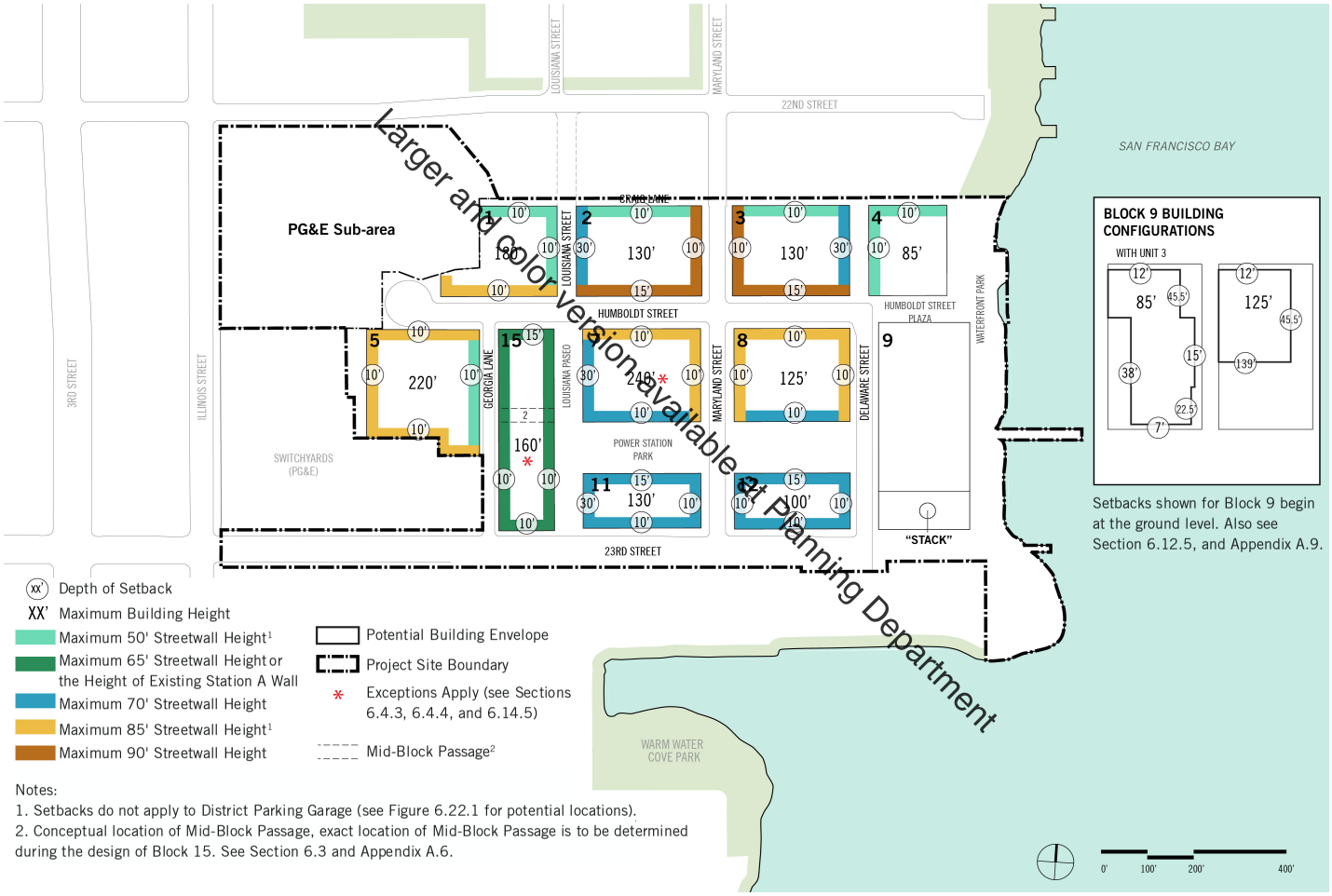
LEGEND

- Sidewalk
- Open Space
- Shared Street / Alley
- Raised Pedestrian Crossing
- Sidewalk, Not in Project
- Pedestrian Crosswalk
- Mid-Block Passage[1]
- Project Site Boundary

Notes:

1. Block 15 Mid-Block Passage Conceptual Location. Exact location of Mid-Block Passage is to be determined during the design of Block 15. See Section 6.3 and Appendix A.6.

Figure E.13.6 Building Setbacks



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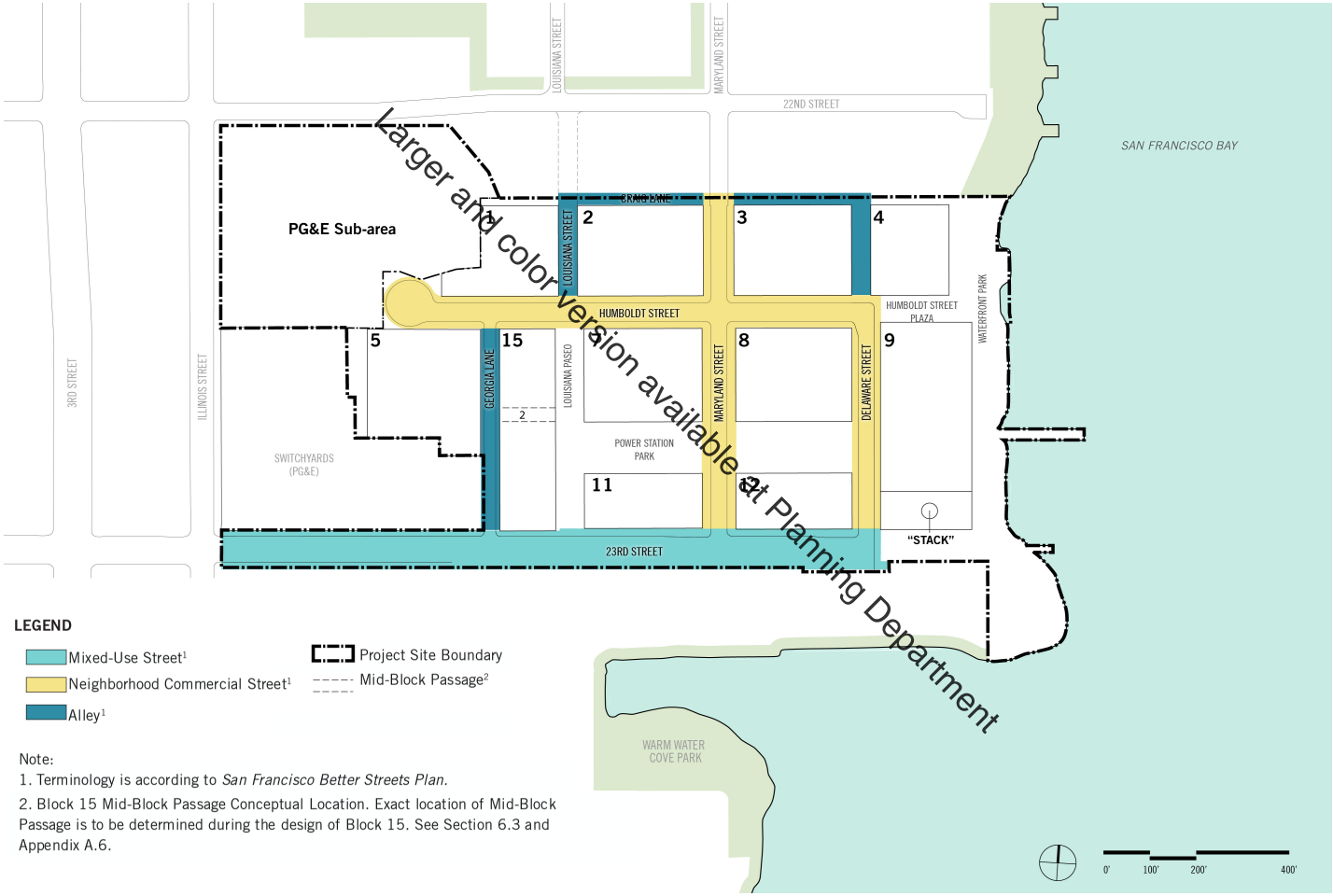
Notes:
1. Setbacks do not apply to District Parking Garage (see Figure 6.22.1 for potential locations).
2. Conceptual location of Mid-Block Passage, exact location of Mid-Block Passage is to be determined during the design of Block 15. See Section 6.3 and Appendix A.6.

Figure E.13.7 Street Types



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LEGEND

- Mixed-Use Street[1]
- Neighborhood Commercial Street[1]
- Alley[1]
- Project Site Boundary
- Mid-Block Passage[2]

Note:
1. Terminology is according to *San Francisco Better Streets Plan*.
2. Block 15 Mid-Block Passage Conceptual Location. Exact location of Mid-Block Passage is to be determined during the design of Block 15. See Section 6.3 and Appendix A.6.

F. Historic Resource Evaluation, Part 2 Excerpt (Character Defining Features)

This section provides lists of character-defining features identified in Page & Turnbull's HRE Part 1 for all historic resources, including Station A, the Meter House, the Gate House, the Compressor House, Unit 3, and the Boiler Stack. A separate table contains character-defining features of the Third Street Industrial District, as inferred from the Central Waterfront DPR 523D form authored by Kelley & VerPlanck and Page & Turnbull in 2008.

For a property to be eligible for national, state, or local designation under one of the significance criteria, the essential physical features (or character-defining features) that enable the property to convey its historic identity must be evident. To be eligible, a property must clearly contain enough of those characteristics, and these features must also retain a sufficient degree of integrity. Characteristics can be expressed in terms such as form, proportion, structure, plan, style, or materials.

Station A—inclusive of the Turbine Hall, Machine Shop, Machine Shop Office, and Switching Center—is primarily referenced as one resource throughout the HRE Part 1, with the exception of the Buildings Table, where the portions of Station A are described chronologically by date of construction. Rather than retain the chronological order featured in the HRE Part 1, the character defining features table below groups the physical portions of Station A one after another for clarity. The Meter House, Gate House, Compressor House, Unit 3, and Boiler Stack follow. All numbers in the left column are referenced in the site plan (Figure 5), which is included in the HRE Part 1.

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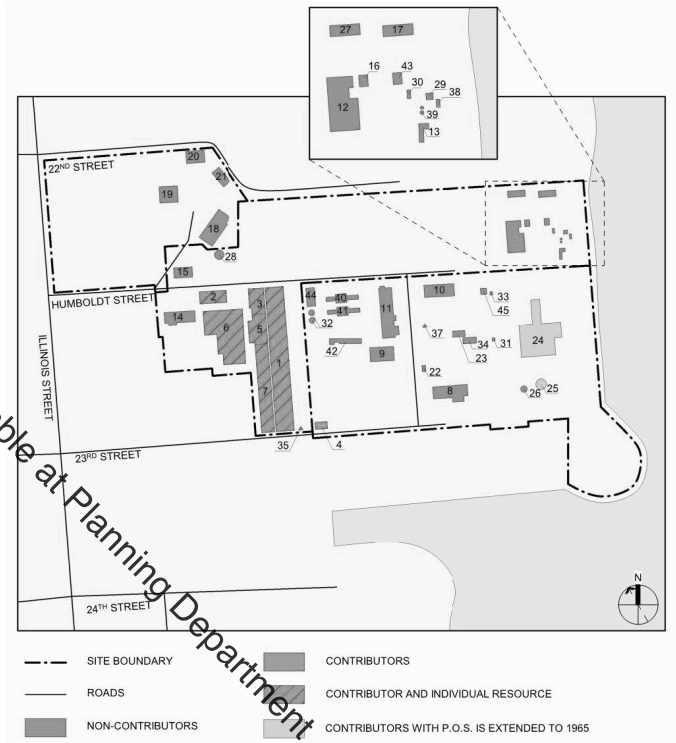
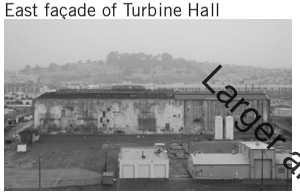
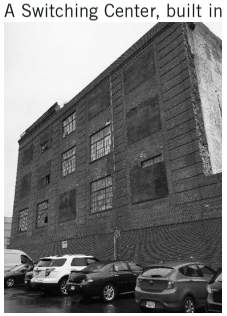
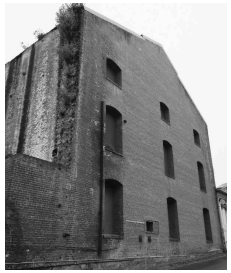


Figure F.13.1 Site map with buildings, structures, and features at Potrero Power Station, showing Third Street Industrial District contributors and non-contributors.

Note: Map is not drawn to scale. Source: San Francisco Property Information Map, edited by Page & Turnbull.

Note:
This Appendix F contains an excerpt from the Historic Resource Evaluation, Part 2 prepared for the Potrero Power Station on Feb 2, 2018.

Table F.13.2 Potrero Power Station Historic Buildings: Character-Defining Features

NO.	APEARANCE	BUILDING INFO.	CHARACTER-DEFINING FEATURES
1	East façade of Turbine Hall  South façade of Turbine Hall. The two left (west) bays constitute the adjacent Station A Switching Center, built in 1930-31.  North façade of Turbine Hall 	**Name:** Station A Turbine Hall **Date of Construction:** 1901-02; 1903 **APN:** 4175/017	• Rectangular plan • Built out to lot lines between 23rd and Humboldt streets • Four stories tall • Massive brick masonry construction • Classical decorative brick quoin patterning • Multi-lite steel-sash windows at the north façade, deeply recessed • Multi-lite steel-sash windows at the south façade • Symmetrical window pattern at north and south facades; irregular window pattern at east façade (west façade not visible) • Slightly pitched gable roof with steel trusses; corrugated metal roof material at northern portion • High volume and industrial character of interior

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NO.	APEARANCE	BUILDING INFO.	CHARACTER-DEFINING FEATURES
3	North façade of Machine Shop Office with addition to the right (west) 	**Name:** Station A Machine Shop Office **Date of Construction:** ca. 1911 **APN:** 4175/017	• Rectangular plan • One story tall • Reinforced concrete construction • Flat roof • Greek Revival features at the primary façade, including: gabled pediment; pedestrian entrance and full-height windows with corbels and triangular and arched pedimented hoods; pilasters topped with Doric capitals and egg and dart molding; and dentil cornice • Concrete stairs parallel to facade
5	Machine Shop shown left and center, with the north façade of the Switching Center in the background and the east façade of Compressor House at right 	**Name:** Station A Machine Shop **Date of Construction:** ca. 1915 **APN:** 4175/017	• Irregular plan • Tall single story • Reinforced concrete construction with brick cladding • Corbelled brick detailing at parapet • Decorative brick quoin patterning • Flat roof

Larger and color version available at Planning Department

NO.	APEARANCE	BUILDING INFO.	CHARACTER-DEFINING FEATURES
7	West façade of Switching Center (south façade pictured above with the Turbine Hall) 	**Name:** Station A Switching Center **Date of Construction:** 1930-31 **APN:** 4175/017	• Rectangular plan • Four stories tall • Concrete construction with brick cladding • Multi-lite steel-sash windows • Flat roof • Corbelled brick detailing at parapet • Decorative quoin patterning • Engraved signage reading “Station A” and “Pacific Gas and Electric Company”

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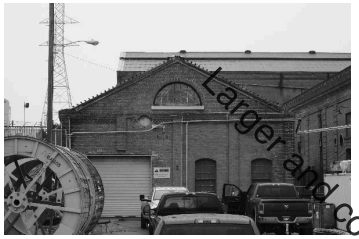
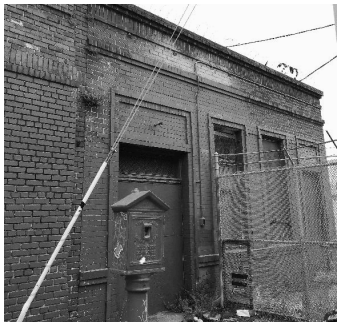
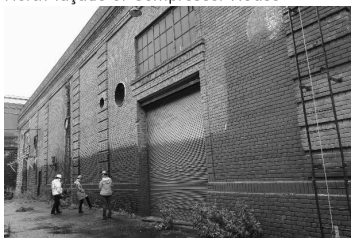
NO.	APEARANCE	BUILDING INFO.	CHARACTER-DEFINING FEATURES
2	West façade of Meter House  South façade of Meter House East (left) and north (center) façades of Meter House 	**Name:** Meter House; Gas Meter Shop **Date of Construction:** ca.1902 **APN:** 4175/017	• Rectangular plan • One story • Brick masonry construction • Multi-lite wood-sash windows with concrete sill and brick arched lintel • Multi-lite wood-sash lunette windows at the gable peaks of the west and east façades • Rhythmic brick pilasters and cornice • Dentil cornice • Steel truss gable roof with a raised central monitor • Partially glazed metal pedestrian doors • Loading door opening at the west façade [metal roll-up door not historic] • Volume and industrial character of interior • Shortened north façade due to raised street grade

Larger and color version available at Planning Department

NO.	APEARANCE	BUILDING INFO.	CHARACTER-DEFINING FEATURES
4	East façade of Gate House 	**Name:** Gate House **Date of Construction:** ca.1914 **APN:** 4175/017	• Rectangular plan • Single story • Brick masonry construction • Flat roof • Simple decorative brick cornice • Rectilinear wood-sash transomed windows • Brick window and door surrounds
	North façade of Gate House 		
	South façade of Gate House 		

Larger and color version available at Planning Department

NO.	APEARANCE	BUILDING INFO.	CHARACTER-DEFINING FEATURES
6	West façade of Compressor House North façade of Compressor House  East façade of Compressor House (at image right). Machine Shop at image left. 	**Name:** Compressor House **Date of Construction:** ca.1924 **APN:** 4175/017	• L-shaped plan • Tall one story • Brick masonry construction • Multi-lite steel-sash windows with decorative brick surround • Brick parapet (partial stepped parapet at the east façade) • Corbeled brick cornice • Brick quoin patterning • Round openings • Loading door openings at all façades [metal roll-up doors not historic] • Slightly pitched concrete gable roof with steel trusses • Two monitor roof skylights • Volume and industrial character of interior

Larger and color version available at Planning Department

NO.	APEARANCE	BUILDING INFO.	CHARACTER-DEFINING FEATURES
24	West façade of Unit 3 	**Name:** Unit 3 Power Block: Generator, Turbine, Boiler, and Unit 3 Office **Date of Construction:** 1965 **APN:** 4232/006	• Eight-story steel frame structure, primarily exposed • Concrete elevator shaft • Control room and offices of concrete construction • Metal panel cladding and glazing of south office portion • Industrial character with remnants of equipment infrastructure
	North façade of Unit 3 		
	South façade of Unit 3 		

Color version available at Planning Department

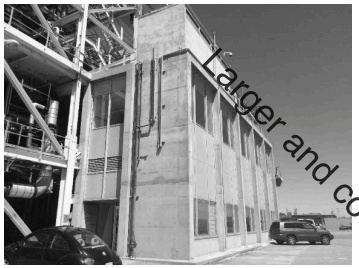
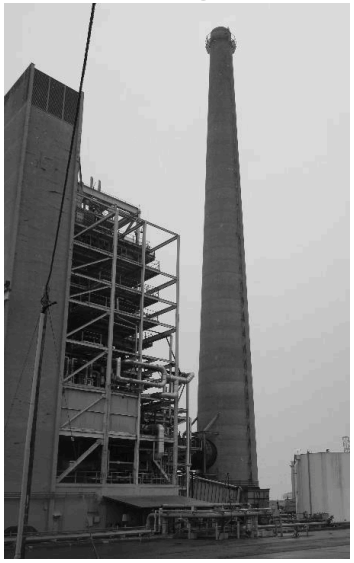
NO.	APEARANCE	BUILDING INFO.	CHARACTER-DEFINING FEATURES
24	South (left) and east (right) façade of Unit 3 Office 		
25	Boiler Stack, view looking southeast 	**Name:** Boiler Stack **Date of Construction:** 1965 **APN:** 4232/006	• Reinforced concrete construction • Tapered form • 300-foot height • Crow's nest walkway • Exterior metal ladder

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Table F.13.3 Third Street Industrial District: Character-Defining Features

REPRESENTATIVE SAMPLE OF CONTRIBUTORS WITH HISTORIC USES	DETAIL INFO.
Alberta Candy Company at 2201-2203 Third Street 	**Location:** primarily along Third Street between 18th and 24th streets, with Potrero Power Station and Western Sugar Refinery Warehouse buildings to the east on 23rd Street.
	Years Constructed: primarily during the first half of the twentieth century

	Character-Defining Features:
	• Linear character of district along Third Street, with exception of Potrero Power Station site and Western Sugar Refinery Warehouses, which make the district L-shaped
	• High concentration of manufacturing, repair, and processing plants and warehouses of industrial character
	• Historic location of industries dependent on nearby waterfront and freight-hauling Santa Fe Railroad trains that ran along Illinois Street
	• Buildings with the following typical features:
	  • Brick and concrete construction
	  • One to four stories in height
	  • Flat roofs
	  • Ornamented parapets
	  • Steel-sash and wood-sash windows
	  • Rectilinear and arched window openings
	  • American Commercial style

M. Levin & Sons Warehouse at 2225 Third Street 	

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REPRESENTATIVE SAMPLE OF CONTRIBUTORS WITH HISTORIC USES	DETAIL INFO.
Mixed-use commercial and boarding house at 2290 Third Street	
American Can Co. Building on Third Street between 20th and 22nd streets	

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REPRESENTATIVE SAMPLE OF CONTRIBUTORS WITH HISTORIC USES	DETAIL INFO.
American Can Co. Building Third Street between 20th and 22nd streets	
American Can Co. Building Third Street between 20th and 22nd streets	

Larger and color version available at Planning Department

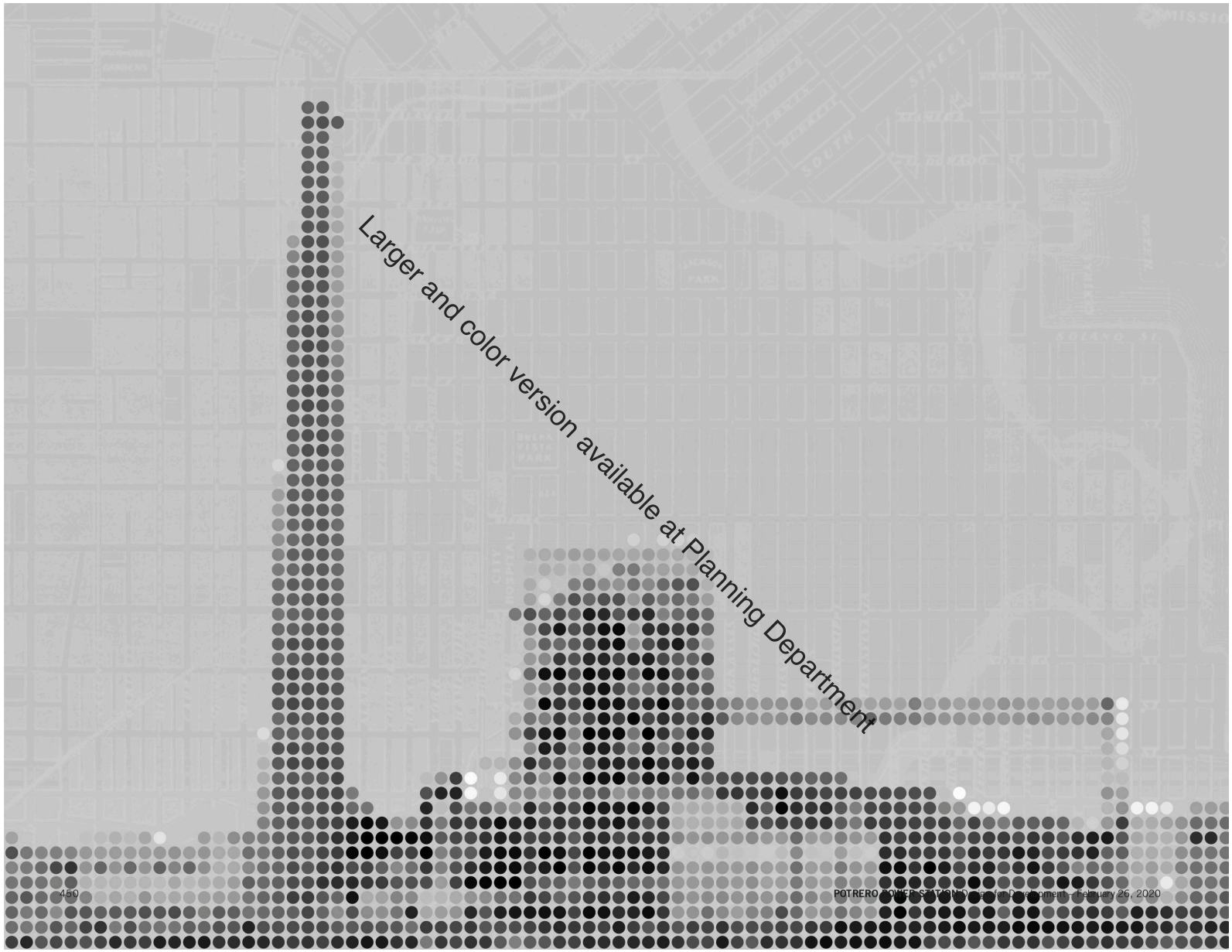
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Exhibit F
Workforce Agreement

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WORKFORCE AGREEMENT
(POTRERO POWER STATION)

I. Project Background. The development plan for the Project Site under the Development Agreement provides for the development of a new publicly accessible network of improved parkland and open space and a mixed-use urban neighborhood, all as more particularly described therein (as defined in the Development Agreement, the "**Project**"). Construction by Developer under the Development Agreement will include development of Developer Property, as well as construction by Developer of a series of contiguous, integrated waterfront parks, including on City-owned and/or Port-owned property.

This Workforce Agreement sets forth the activities Developer shall undertake, and require its Construction Contractors (as defined below), Covered Contractors (as defined in Attachment B), Contractors (as defined in Attachment C), Consultants (as defined in Attachment C), Subcontractors (as defined below), Subconsultants (as defined in Attachment C), and Permanent Employers (as defined below), as applicable, to undertake, to support workforce development in the construction and operation of the Project, all as and to the extent required under this Workforce Agreement. Without limiting Section E.4, compliance with this Workforce Agreement shall satisfy the requirements of Administrative Code Chapters 82 (Local Hiring Requirements) and 83 (First Source Hiring Program) with respect to Port Sub-Area and the City Sub-Area, provided, however, that to the extent there are Covered Operations developed on the Port Sub-Area or the City Sub-Area under the Development Agreement, then such Covered Operations shall be required to comply with the Operations Workforce Requirements as provided herein.

II. Purpose of the Workforce Agreement. This Workforce Agreement sets forth the employment and contracting requirements for the construction and operation of the Project. This Workforce Agreement has been jointly prepared by the City and Developer (on behalf of itself and its successors under the Development Agreement with respect to the Workforce Improvements covered hereby), in consultation with others, including OEWD and other relevant City Agencies.

The purpose of this Workforce Agreement is to ensure training, employment and economic development opportunities are part of the construction and operation of the Project. This Workforce Agreement creates a mechanism to provide employment and economic development opportunities for economically disadvantaged persons and San Francisco residents. The City and Developer agree that job creation and equal opportunity contracting opportunities in all areas of employment are an essential part of the development of the Project Site under the Development Agreement. The City and Developer agree that it is in the best interests of the Project and the City for a portion of the jobs and contracting opportunities of the Project to be directed, to the extent possible based on the type of work required, and subject to collective bargaining agreements, to local, small and economically disadvantaged companies and individuals whenever there is a qualified candidate.

This Workforce Agreement identifies goals for achieving this objective and outlines certain measures that will be undertaken in order to help ensure that these goals and objectives are successfully met. In recognition of the unique circumstances and requirements surrounding the Project, the City, including through OEWD, and Developer have agreed that this Workforce Agreement will constitute the exclusive workforce requirements for the Project.

This Workforce Agreement requires the following, all as more particularly described herein:

- Permanent Employers that occupy more than 25,000 gross square feet of space for Commercial Activity that meets the requirements of a Covered Operation will enter into a First Source Hiring Agreement for Operations (in the form attached as Attachment A-1). Developer will also include in its applicable contracts with such

Permanent Employers provisions that require Permanent Employers to identify a single point of contact and contact OEWD's Business Services team to discuss its obligations under the First Source Hiring Agreement.

- Developer will enter into a Memorandum of Understanding with the City's First Source Hiring Administration in the form attached as Attachment A-2.

- Developer will meet the hiring and Apprenticeship goals with respect to Local Residents (as defined in Attachment B) and Disadvantaged Workers (as defined in Attachment B) for certain Construction Work (as defined below) on the Port Sub-Area and the City Sub-Area, as set forth in Attachment B (Local Hiring Requirements).

- Developer will meet the utilization and outreach goals with respect to Local Business Enterprises for certain Construction Work, as set forth in Attachment C (LBE Utilization Plan).

- The Project will fund certain job readiness and training programs run by CityBuild, as more particularly described in Section D.

The foregoing summary is provided for convenience and for informational purposes only.

III. Workforce Agreement.

A. DEFINITIONS

The following terms specific to this Workforce Agreement have the meanings given to them below or are defined where indicated. Other initially capitalized terms are defined elsewhere in the Development Agreement. All references to the Development Agreement include this Workforce Agreement unless explicitly stated otherwise.

"**Apprentice**" means any worker who is enrolled in or otherwise committed to a construction apprenticeship program that maintains current registration with the State of California's Division of Apprenticeship Standards.

"**Apprenticeship**" shall mean a work experience that combines formal job-related technical instruction with structured on-the-job learning experiences. Apprentices are hired by an employer at the outset of a training program, and the training program is pre-approved by the US Department of Labor ("**USDOL**") or California Division of Apprenticeship Standards ("**DAS**"). Apprentices receive progressive wages commensurate with their skill attainment throughout an apprenticeship training program. Upon successful completion of all phases of on-the-job learning and related instruction components, Apprentices receive nationally recognized certificates of completion issued by the USDOL or DAS.

"**Biotechnology Occupations**" means positions that are held by biotechnology professionals who develop products from living systems. Biotechnology commonly refers to genetically derived materials, but can also refer to developments based in microbiology, molecular biology and cell biology. Biotechnologists strive to understand the workings of biological organisms, from the genes at the molecular level and the processes occurring at the cellular level, all the way up to entire organisms and how they perform their functions. Biotechnologists can find themselves working in a number of fields, but almost all positions will be highly focused on performing research in laboratory settings.

"**Building**" means each new building to be constructed or existing building to be rehabilitated on the Project Site under the Development Agreement.

"**Chapter 83**" is defined in Section III.C.2.

"**CityBuild**" means the OEWD construction training program commonly known as CityBuild.

"**Commercial Activity**" means retail sales and services, restaurant, hotel, education and office uses, technology and biotechnology business, and any other for-profit commercial uses permitted under the Project SUD that are conducted within a Building. For the avoidance of doubt, Commercial Activity shall not include the operation of standalone affordable housing buildings or community, childcare or arts facilities.

"**Construction Contractor**" means a construction contractor hired by or on behalf of Developer who performs Construction Work on the Developer Property.

"**Construction Work**" means, as applicable, (a) the initial construction of all Public Improvements, (b) the initial construction of Privately-Owned Community Improvements, (c) the initial construction of all Buildings to be carried out by Developer and (d) initial tenant improvement work within any Building undertaken within the first year after the initial certificate of occupancy is issued with respect to such Building, in each case under the Development Agreement. For the avoidance of doubt, Construction Work shall not include any (i) repairs, maintenance, renovations or other construction work performed on a Building after the City issues a certificate of occupancy for the applicable portion of the Building, (ii) specialized labor, (iii) work performed as a result of a threat to life, limb or property or other emergency or circumstances requiring immediate action, (iv) work required to be performed by employees of a vendor or manufacturer (or a specialty contractor retained by a vendor or manufacturer) to protect a manufacturer's or vendor's warranty or guarantee, (v) construction of standalone affordable housing buildings or community, childcare or arts facilities or (vi) construction of residential owner-contracted improvements in for-sale residential units.

"**Construction Workforce Requirements**" is defined in Section III.B.1.

"**Covered Operations**" means (i) Commercial Activity that results in the expansion of entry and apprentice level positions that are located within a newly constructed Building or an addition, or alteration thereto, where the Building (or addition or alteration thereto) contains more than 25,000 gross square feet in floor area, and (ii) the operation in a Building of a residential project containing more than 25,000 gross square feet or more than 10 market-rate residential units. Covered Operations do not include (a) any operations or activities conducted by tenants, subtenants or owners of residential units, (b) residential projects containing less than 25,000 gross square feet or fewer than 10 market-rate residential units, (c) Buildings containing less than 25,000 gross square feet or (d) activities or operations conducted by tenants, subtenants and other occupants of less than 25,000 gross square feet of space within a Building. Covered Operations are limited to the period that starts at the initial certificate of occupancy for the applicable space and ends on the date that is 10 years thereafter.

"**Covered Project**" means Construction Work on the Port Sub-Area or the City Sub-Area with an estimated cost in excess of the Threshold Amount.

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

"**Development Agreement**" means the Development Agreement to which this Workforce Agreement is attached and made a part thereof, as the same may be amended, modified and supplemented from time to time pursuant to its terms.

"**FSHA**" means the City's First Source Hiring Administration.

"**Horizontal Improvements**" means (a) the initial construction of all Public Improvements and (b) the initial construction of Privately-Owned Community Improvements, in each case under the Development Agreement.

"**Local Business Enterprise(s)**" **or** "**LBE**" means a firm that has been certified as an LBE as set forth in Administrative Code Chapter 14B (Local Business Enterprise Utilization and Non Discrimination in Contracting Ordinance).

"**Local Resident**" means an individual who is domiciled, as defined by Section 349(b) of the California Election Code, within the City at least seven (7) days prior to commencing work on the project.

"**OEWD**" means the City's Office of Economic & Workforce Development.

"**OLSE**" means the City's Office of Labor Standards Enforcement.

"**Operations Workforce Requirements**" is defined in Section III.C.1.

"**Permanent Employer**" means each employer that occupies more than 25,000 gross square feet of space for Commercial Activity(ies) in a Covered Operation.

"**Subcontractor**" is defined (i) with respect to any Construction Contractor, in Attachment A-2, (ii) with respect to any Covered Contractor, in Attachment B, and (iii) with respect to any Contractor, in Attachment C.

"**Technology-Enabled Occupations**" means positions that require skills related to Information, Media and ICT Literacy as highlighted in California's Digital Literacy definition, "[one's capacity] for using digital technology, communications tools, and/or networks in creating, accessing, analyzing, managing, integrating, evaluating, and communicating information in order to function in a knowledge-based economy and society." Technology- Enabled Occupations require the ability to analyze, access and work with common computing and communications devices, operating systems, networking systems and applications. These occupations require the ability to understand and use ICT computing, communications and information technologies; use technologies for advance research, analysis and administrative operations. These occupations also require the ability to create, interpret and work with an increasing variety of digital media.

"**Technology Occupations**" means positions that require core competencies in information and communication technology ("**ICT**") systems and solutions. These occupations develop and deploy technologies and infrastructures to both support their enterprise and product users. Additionally, technology occupations require skills in research, design, development and analysis of custom technological products; including software, web, application, and cloud-based products. Technology occupations also include, but are not limited to, positions that are related to the sales, marketing and engineering of these technology-based products. Technology Occupations typically occur in the major industry clusters as defined by the North American Industry Classification System (NAICS): Software Publishers; Wired Telecommunications; Wireless Telecommunications; Satellite Communications; Data

Processing, Hosting and Related Services; Internet Publishing and Broadcasting and Web Search Portals; and Computer Systems Design. Major Technology Occupation clusters as identified by the Bureau of Labor Statistics include information support and services; network systems; program and software development; and web and digital communications.

"**Threshold Amount**" is defined in section 6.1 of the San Francisco Administrative Code, as amended as of the date of determination to the extent that such amendments apply to the Project pursuant to the Development Agreement.

B. CONSTRUCTION WORK

1. **Application**. Developer and Construction Contractors, Covered Contractors and Contractors shall comply with the applicable provisions of this **Section III.B** (the "**Construction Workforce Requirements**") during construction of Horizontal Improvements and Buildings.

2. **Local Hiring Requirements**. Developer and Covered Contractors (and their subcontractors regardless of tier) must comply with the Local Hiring Requirements set forth on Attachment B with respect to Covered Projects.

3. **First Source Hiring Program for Construction Work**. Prior to the Commencement of Construction of the first Horizontal Improvements or Building on the Developer Property, Developer will enter into a Memorandum of Understanding with the City's First Source Hiring Administration in the form attached as Attachment A-2 under which Developer must include in its contracts with Construction Contractors for Construction Work on the Developer Property a requirement that the applicable Construction Contractor enter into a First Source Hiring Agreement for Construction in the form attached to Attachment A-2 as Exhibit A thereto, and must provide a signed copy of the relevant Form exhibits to the FSHA, as more particularly described therein.

4. **Local Business Enterprise Requirements**. Developer and its Contractors and Consultants must comply with the Local Business Enterprise Utilization Program set forth in Attachment C.

5. **Obligations; Limitations on Liability**. Developer shall use good faith efforts, working with OEWD or its designee, to enforce the applicable Construction Workforce Requirements with respect to its Construction Contractors, Covered Contractors, Contractors and Consultants, and each Construction Contractor, Covered Contractor, Contractor and Consultant, as applicable, shall use good faith efforts, working with OEWD or its designee, to enforce the Construction Workforce Requirements with respect to its Subcontractors and Subconsultants (regardless of tier). However, Developer shall not be liable for the failure of its Construction Contractors, Covered Contractors, Contractors and Consultants, and Construction Contractors, Covered Contractors, Contractors and Consultants shall not be liable for the failure of their respective Subcontractors and Subconsultants.

6. **Prevailing Wages and Working Conditions**. Developer and other applicable parties shall pay prevailing wage as required under the Development Agreement and, to the extent applicable, the Port Lease.

C. PROJECT OPERATIONS

1. **Application**. Covered Operations within the Project will be subject to the applicable First Source Hiring Program requirements set forth in this Section III.C (collectively, the "**Operations Workforce Requirements**").

2. **First Source Hiring Program for Covered Operations**. Each Developer of commercial space for Covered Operations will comply with the operational requirements of Administrative Code Chapter 83 ("**Chapter 83**") by undertaking the following: (i) such Developer will include in all leases, subleases or other occupancy contracts for Covered Operations (each, a "**Commercial Lease**") a requirement that the Permanent Employer enter into a First Source Hiring Agreement for Operations in the form attached as Attachment A-1; (ii) such Developer will provide the executive(s) contact information within 10 days of execution of, or, if available, prior to execution of the applicable Commercial Lease, and will provide updated contact information annually thereafter; and (iii) with the execution of each applicable Commercial Lease, such Developer will require the tenant to notify OEWD Business Services of such execution.

D. WORKFORCE JOB READINESS AND TRAINING FUNDS

Developer shall pay to OEWD up to One Million Dollars ($1,000,000) ("**Total Contribution**") for apprenticeship and job training programs and/or grants focused on construction, small contractor support, environmental sustainability, and open space maintenance, as well as biotech and technology for end-use commercial activity (and OEWD shall use such funds solely for such purpose), payable in various installments, as described below.

1. **Application**. Developer will provide OEWD with the Total Contribution to support apprenticeship and job training and readiness programs run by OEWD as more particularly set forth in this **Section III.D.1** (all funds required under this Section III.D.1, the "**Job Readiness and Training Funds**"). The funding requirements under Section III.D.2, III.D.3 and III.D.6 will be binding on Developer. The funding requirements under Sections III.D.4 and III.D.5 will be binding on Developer or may be assigned to future Lessees.

2. **CityBuild Program**. The Project will pay a total of **$**360,000 across the first three Development Phases in accordance with this Section III.D.2 that the City will use to fund CityBuild programs.

   a. Purpose and Amount. The Project will pay the City such total of $360,000, from the Total Contribution, which the City will use to fund CityBuild programs run by OEWD's Workforce Development Division. Funds will be allocated in OEWD's discretion, but programs funded with this payment may include the CityBuild Academy, an 18-week pre-apprenticeship training program that prepares citywide residents for entry into the trades; the Construction Administration & Professional Service Academy, an 18-week program offered at City College of San Francisco that prepares San Francisco residents for entry-level careers as professional construction office administrators; or the CityBuild Women's Mentorship Program, a volunteer program that connects women construction leaders with experienced professional and mentors.

   b. Manner and Timing of Payment. Developer will pay such total of $360,000 in accordance with the following schedule:

Phase 1: Developer will pay the City $120,000 within sixty (60) days after the Development Phase 1 Approval is Finally Granted.

Phase 2: Developer will pay the City $120,000 within sixty (60) days after the Development Phase 2 Approval is Finally Granted.

Phase 3: Developer will pay the City $120,000 within sixty (60) days after the Development Phase 3 Approval is Finally Granted.

3. **CityBuild Services.** The Project will pay a total of $90,000, from the Total Contribution, that will be used to remove barriers to permanent employment.

a. Purpose and Amount. The Project will pay such total of $90,000 to fund the delivery of services to assist individuals, interested in entering CityBuild or the trades, with addressing barriers to employment. The services will offer case management and supportive services (driver license, housing, union dues, tools, uniform/boots). The resources will be primarily for residents of zip codes 94107, 94124, 94103, 94110, 94112, and 94134, and for other disadvantaged job seekers citywide. The participants will be assessed for their appropriateness to work in construction and will be provided services to assist them with entering a career in construction.

b. Manner and Timing of Payment. Developer will pay such total of $90,000 to OEWD within sixty (60) days after the Development Phase 1 Approval is Finally Granted.

4. **Biotechnology**.

a. Purpose and Amount. The Project will pay a total of $225,000, from the Total Contribution, associated with commercial-office development in Development Phase 1 and in future Development Phases, in accordance with this Section III.D.4 to fund the delivery of training and barrier removal services to assist individuals interested in entering the biotechnology industry. The curriculum will prepare participants to work in entry level positions in the field of biotechnology in high-tech industry and research institutions. This is an interdisciplinary program including courses and practical training in math, chemistry, biology, computer skills, and English. Emphasis is placed on program participants developing competency for working in a laboratory environment, including performing basic and advanced laboratory techniques, collecting, documenting, and analyzing data, and participating in short-term independent projects. Fundamental skills and workplace competencies are a focus, with an emphasis on practical laboratory skills combined with training in a working laboratory setting. Potential career pathways include Technician or Research Associate in R&D, or biotechnology manufacturing in a research lab or biotech company.

b. Manner and Timing of Payment. Developer will pay such total of $225,000 to the City within sixty (60) days after the Phase Approval is Finally Granted for the first Development Phase that includes a life science-related office-commercial Building.

5. **TechSF Bridge Training for Dogpatch/BVHP Communities & Targeted End Use Jobs**. The Project will pay a total of $225,000, from the Total Contribution, associated

with commercial-office development in Development Phase 1 and in future Development Phases, in accordance with this Section III.D.5.

a. Purpose and Amount. The Project will be required to pay such total of $225,000 to OEWD that will be used to support moderate-skilled job training and education programs that prepare residents for technology and technology-enabled positions. Examples of such positions include but are not limited to IT administrators, data scientists, and also include office administration positions for tenant's new employee hiring and incumbent employee advancement offered through the TechSF initiative or OEWD-identified partners. Programming will target residents of zip codes 94107, 94124, 94103, 94110, 94112, and 94134, and other disadvantaged job seekers citywide. OEWD will customize technology training based on the types of tenant leasing space within the Development Phase.

b. Manner and Timing of Payment. Developer will pay such total of $225,000 in accordance with the following schedule:

First Relevant Phase: Developer will pay $112,500 to the City within sixty (60) days after the issuance of the First Construction Document for the first Vertical Improvements within the first Development Phase for which a Development Phase Approval has been Finally Granted and that includes a life science-related office-commercial Building.

Second Relevant Phase: Developer will pay $112,500 to the City within sixty (60) days after the issuance of the First Construction Document for the first Vertical Improvements within the second Development Phase for which a Development Phase Approval has been Finally Granted and that includes a life science-related office-commercial Building.

6. **Contractor Development Program**. The Project will pay a total of $100,000, from the Total Contribution, to support the City's efforts to assist certified Local Business Enterprise contractors in removing barriers that face small businesses. The City's Contractor Development Program includes training, one-on-one counseling and group workshops in the areas that include (1) technical assistance on business management, estimating, financial analysis and project scheduling, (2) Assistance with Surety Bonding, (3) a Mentor Protégé Program that pairs micro-LBEs with business mentors and (4) Contractor Accelerated Payment Program (CAPP) and loan guarantee. OEWD will transfer, to the City and County of San Francisco's Contract Monitoring Division, these funds to support the Contract Monitoring Division's Contractor Development Program.

a. Manner and Timing of Payment. Developer will pay such total of $100,000 in accordance with the following schedule:

Phase 1: Developer will pay $50,000 to OEWD within sixty (60) days after the Development Phase 1 Approval is Finally Granted.

Phase 2: Developer will pay $50,000 to OEWD within sixty (60) days after the Development Phase 2 Approval is Finally Granted.

7. **Workforce System Engagement**. Each Developer of commercial space for Covered Operations agrees to include in any Commercial Lease with a Permanent Employer that

employs primarily Technology Occupations, Technology-Enabled Occupations and Biotechnology Occupations in the applicable Covered Operation a requirement that such Permanent Employer enter into a First Source Hiring Agreement for Operations in the form attached as Attachment A-1 requiring that the Permanent Employer dedicates employer time and resources to support curriculum development and direct engagement with workforce participants, consisting of working in good faith with OEWD in:

a. Reviewing and providing input into biotechnology- and information technology-focused workforce development curricula.

b. Hosting on-site training opportunities, including open houses, workplace/industry showcases, and job shadowing for workforce system participants.

c. Participating in workforce development events targeted to increasing career awareness and readiness for technology, biotechnology, and tech/biotechnology-enabled careers such as employer spotlights at workforce development centers, classroom lectures, career panels, resume workshops, mock interviews, mentoring, student showcases or other supportive activities.

d. Hiring participants from OEWD sponsored workforce programs that offer direct employment opportunities. This may include:

   i. paid work experience/internships for OEWD biotechnology and information technology trainees for careers such as biotechnicians, research associates, and tech positions to gain exposure to the workforce.

   ii. Entering into such First Source Hiring Agreement for Operations covering the above training programs outlined above, which includes obligations related to disseminating job opportunities, as well recruiting candidates from the workforce development system with a particular focus on tech and bio-tech training and employment services, all as more particularly described therein.

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

9. **Board Authorization.** By approving the Development Agreement, including this Workforce Agreement, the Board of Supervisors authorizes the City (including OEWD) to accept and expend the Job Readiness and Training Funds paid by Developer as set forth herein. The Board of Supervisors also agrees that any interest earned on any the Job Readiness and Training Funds shall remain in designated accounts for use by OEWD for workforce readiness and training consistent with this Section III.D and shall not be transferred to the City's general fund.

E. GENERAL PROVISIONS

1. **Enforcement**. OEWD shall have the authority to enforce the Construction Workforce Requirements and the Operations Workforce Requirements. OEWD shall cause its staff to work cooperatively to create efficiencies and avoid redundancies and to implement this Workforce Agreement and the First Source Hiring Agreements in good faith, and to work with all of the Project's stakeholders, including Developer, Construction Contractors, Covered Contractors and Contractors (and Subcontractors) and Permanent Employers, in a fair, nondiscriminatory and consistent manner.

2. **Third Party Beneficiaries**. Each contract for Construction Work or Covered Operations and each Commercial Lease shall provide that OEWD shall have third party beneficiary rights thereunder for the limited purpose of enforcing the requirements of this Workforce Agreement applicable to such party, directly against such party.

3. **Flexibility**. Some jobs will be better suited to meeting or exceeding the hiring goals than others, hence all workforce hiring goals hereunder will be cumulative, not individual, goals for any Construction Contractor, Covered Contractor, Contractor or Permanent Employer. In addition, Developer shall have the right to reasonably spread the workforce goals, in different percentages, among separate Construction Contracts and Commercial Leases so long as the cumulative goals among all of the Construction Contracts and Commercial Leases at any given time meet the requirements of this Workforce Agreement. The parties shall make such modifications to the applicable First Source Hiring Agreements consistent with Developers' allocation. This acknowledgement does not alter in any way the requirement that Developer, Construction Contractors, Covered Contractors, Contractors and Permanent Employers comply with good faith effort obligations to meet their respective participation goals for the Construction Work and Covered Operations under their respective First Source Hiring Agreements.

4. **Exclusivity**. In recognition of the unique circumstances and requirements surrounding the Project, the City, including through OEWD, and Developer have agreed that this Workforce Agreement will constitute the exclusive workforce requirements for the Project. Without limiting the generality of the foregoing, if the City implements or modifies any workforce development policy or requirements after the Reference Date, whether relating to construction or operations, that would otherwise apply to the Project, and Developer asserts that such change as applied to the Project would be prohibited by the foregoing or the Development Agreement (including an increase in the obligations of Developer or its contractors under any provisions of the Development Agreement), and the City disputes such assertion, then the parties shall resolve the issue through the dispute resolution procedures of Section III.F below.

F. DISPUTE RESOLUTION.

1. **Meet and Confer**. In the event of any dispute under this Workforce Agreement (including as to compliance with this Workforce Agreement), the parties to such dispute shall meet and confer in an attempt to resolve the dispute in good faith for a period of 10 Business Days after request therefor from the complaining party; provided that the complaining party may proceed immediately to the arbitration provisions of Attachment D (Dispute Resolution) attached, without engaging in such a conference or negotiations, if the facts could reasonably be construed to support the issuance of a temporary restraining order or a preliminary injunction.

2. **Arbitration**. Disputes arising under this Workforce Agreement may be submitted to the provisions of Attachment D (Dispute Resolution) if the meet and confer provision of Section III.F.l above does not result in resolution of the dispute within the time period described therein.

Attachment A-1: First Source Hiring Agreement
For Business, Commercial Operations, and Lease Occupancy of the Building

This First Source Hiring Agreement (this "Agreement") is made as of _____ __, 20__ (the "Effective Date") by and between _____, a _____ (the "Lessee"), and the First Source Hiring Administration (the "FSHA"), collectively the "Parties".

RECITALS

WHEREAS, pursuant to that certain Workforce Agreement (the "Workforce Agreement") attached to that certain Development Agreement between [Developer] and the City and County of San Francisco, a municipal corporation (the "City"), dated as of [_____ __, 2020] (the "Development Agreement"), Developer is required to include in Commercial Leases a requirement that the Permanent Employers enter into a First Source Hiring Agreement for Operations, as more particularly described therein;

WHEREAS, Lessee has plans to occupy a portion of the building at [Address] (the "Premises") pursuant to that certain [_____] between Lessee and [Developer], dated as of [_____ __, 20__] (the "Contract"), which requires the execution of a First Source Hiring Agreement for Operations under the Workforce Agreement; and

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

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

1. DEFINITIONS

For purposes of this Agreement, initially capitalized terms shall be defined as follows (and capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Development Agreement):

a. "Building" means each new building to be constructed or existing building to be rehabilitated on the Project Site under and as defined in the Development Agreement.

b. "Commercial Activity" means retail sales and services, restaurant, hotel, education and office uses, technology and biotechnology business, and any other for-profit commercial uses permitted under the Project SUD (as defined in the Development Agreement) that are conducted within a Building. For the avoidance of doubt, Commercial Activity shall not include the operation of standalone affordable housing buildings or community, childcare or arts facilities.

c. "Commercial Lease" means all leases, subleases or other occupancy contracts for Covered Operations.

d. "Covered Operations" means (i) Commercial Activity that results in the expansion of entry and apprentice level positions that are located within a newly constructed Building or an addition, or alteration thereto, where the Building (or addition or alteration thereto) contains more than 25,000 gross square feet in floor area, and (ii) the operation in a Building of a residential project containing more than 25,000 gross square feet or more than 10 market-rate residential units. Covered Operations do not include (a) any operations or activities conducted by tenants, subtenants or owners of residential units, (b) residential projects containing less than 25,000 gross square feet or fewer than 10 market-rate residential units, (c) Buildings containing less than 25,000 gross square feet or (d) activities or operations conducted by tenants, subtenants and other occupants of less than 25,000 gross square feet of space within a Building. Covered Operations are limited to the period that starts at the initial certificate of occupancy for the applicable space and ends on the date that is 10 years thereafter.

e. "Developer" means *insert name of applicable Developer,* including any successor during the term of this Agreement.

f. "Entry Level Position: Any non-managerial position that requires less than two (2) years of training or specific preparation, and shall include temporary, permanent, trainee and intern positions.

g. "Local Resident" means an individual who is domiciled, as defined by Section 349(b) of the California Election Code, within the City at least seven (7) days prior to commencing work on the project.

h. "Permanent Employer" means each employer that occupies more than 25,000 gross square feet of space for Commercial Activity(ies) in a Covered Operation.

i. "Referral" means a member of the Workforce System who has been identified by OEWD as having the appropriate training, background and skill sets for a Lessee specified Entry Level Position.

j. "Workforce Improvement" means Buildings that are subject to Chapter 83.

k. "Workforce System" means the First Source Hiring Administration, established by the City and County of San Francisco and managed by OEWD.

2. OEWD WORKFORCE SYSTEM PARTICIPATION

a. Lessee shall notify OEWD's Business Services Team of every available Entry Level Position and refrain from advertising each such position to the general public for ten (10) days after providing notice to OEWD to allow OEWD time to recruit and refer qualified candidates to Lessee. For each Entry Level Position, Lessee shall provide a report to OEWD no later than ten (10) business days after the position is filled, in which Lessee discloses the name of any Referral that is hired and his or her position title, starting salary, employment start date, names of Referrals interviewed for the position, and reasons why Lessee declined to hire or interview Referrals. Lessee shall have the sole discretion to interview any Referral by OEWD. Hiring decisions shall be entirely at the discretion of Lessee.

b. If Lessee employs primarily Technology Occupations, Technology-Enabled Occupations, or Biotechnology Occupations (as each such term is defined in the Workforce Agreement) in the applicable Covered Operations, Lessee shall dedicate employer time and resources to support curriculum development and direct engagement with workforce participants, consisting of working in good faith with OEWD in:

i. Reviewing and providing input into biotechnology- and information technology-focused workforce development curricula.

ii. Hosting on-site training opportunities, including open houses, workplace/industry showcases, and job shadowing for workforce system participants.

iii. Participating in workforce development events targeted to increasing career awareness and readiness for technology, biotechnology, and tech/biotechnology-enabled careers such as employer spotlights at workforce development centers, classroom lectures, career panels, resume workshops, mock interviews, mentoring, student showcases or other supportive activities.

iv. Hiring participants from OEWD sponsored workforce programs that offer direct employment opportunities. This may include: paid work experience/internships for OEWD biotechnology and information technology trainees for careers such as biotechnicians, research associates, and tech positions to gain exposure to the workforce.

c. Notwithstanding anything to the contrary herein, nothing in this Agreement precludes Lessee from immediately advertising and filling an Entry Level Position that performs essential functions of its operation provided, however, the obligations of this Agreement to make good faith efforts to fill such vacancies permanently with Local Residents remains in effect. For these purposes, "essential functions" means those functions absolutely necessary to remain open for business. If Lessee has an immediate need to fill an Entry Level Position that performs essential functions, Lessee shall provide OEWD notice of such position, and the fact that there is an immediate need to fill such position, on or before the date such position is advertised to the general public.

d. Notwithstanding anything to the contrary herein, nothing in this Agreement limits or imposes any requirements on Lessee's ability to fill, or the process by which Lessee fills, an Entry Level Position with an internal promotion (an "Internal Promotion") or an existing employee of Lessee or an affiliate from a place of employment operated by Lessee or its affiliate outside of the Premises (an "Internal Transfer"). For the avoidance of doubt, hiring a trainee or intern as a permanent employee to fill an Entry Level Position shall not constitute an Internal Promotion, and interns and trainees shall not constitute existing employees for purposes of an Internal Transfer.

e. This Agreement shall be in full force and effect until the date that is ten (10) years following the commencement of Lessee's operations at the Premises or earlier termination of the Contract, unless extended by Lessee upon notice to OEWD in Lessee's discretion (but no longer than throughout the Lessee's occupancy of the Building).

3. GOOD FAITH EFFORT TO COMPLY WITH ITS OBLIGATIONS HEREUNDER

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

a. Lessee executes this Agreement and OEWD's standard *First Source Employer's Projection of Entry Level Positions* form upon entering into the Contract. Lessee also accurately completes and submits the *First Source Employer's Projection of Entry Level Positions* form annually to reflect employment conditions.

b. Lessee agrees to and does register with OEWD's Referral Tracking System upon execution of this Agreement.

c. Lessee notifies OEWD's Business Services Team of all available Entry Level Positions ten (10) days prior to posting with the general public, subject to the provisions of Section 2 above. The Lessee identifies a single point of contact responsible for communicating to OEWD Entry Level Positions and takes active steps to ensure continuous communication with OEWD's Business Services Team.

d. Lessee accurately completes and submits the *First Source Employer's Projection of Entry-Level Positions* form, or its equivalent in the Referral Tracking System, to OEWD's Business Services Team upon execution of this Agreement.

e. Lessee attempts to fill at least 50% of open Entry Level Positions with Local Residents. Specific hiring decisions shall be made in the sole discretion of the Lessee.

f. If applicable, Lessee dedicates time and resources to support curriculum development and direct engagement with workforce participants as provided in Section 2(b) above.

g. Notwithstanding anything to the contrary contained herein, any of Lessee's obligations hereunder may be waived by FSHA upon Lessee's request if FSHA reasonably determines for good cause shown by Lessee that the applicable requirement is not relevant to the particular situation, would cause undue hardship or that an alternative approach would better meet the goals of this FSHA Operations Agreement.

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

Lessee's failure to meet the criteria set forth in Sections 3(a)-(f) does not impute "bad faith", but may trigger review of the Lessee's referral process and the Lessee's compliance with this Agreement. Noncompliance with this Agreement may result in penalties as defined in SF Administrative Code Chapter 83, to the extent provided therein. By executing this Agreement, Lessee acknowledges that Lessee has reviewed San Francisco Administrative Code Chapter 83 and understands its requirements.

4. NOTICE

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

If to OEWD:

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

If to Lessee:

_____
_____
_____

5. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the Parties and shall not be modified in any manner except by an instrument in writing executed by the Parties or their respective successors or permitted assignees. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected. If this Agreement is executed in one or more counterparts, each shall be deemed an original and all, taken together, shall constitute one and the same instrument. Section titles and captions contained in this Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions.

6. PRIVACY.

Nothing contained in this Agreement requires Lessee to provide any personal identifying information or any other information about any person to OWED, FSHA or any other person or entity unless FSHA has (i) obtained a waiver from such person allowing Lessee to provide such information to such person or entity and (ii) provided evidence of such waiver to Lessee.

7. 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. All references in this Agreement to California or federal laws, regulations and statutes shall mean such laws, regulations and statues as they may be amended from time to time, except to the extent a contrary intent is stated. Local laws, statutes and regulations applicable to this Agreement shall be the Applicable Standards (and, for the avoidance of doubt, any New City Laws that conflict with this Agreement shall not be applicable to the matters covered hereby). 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Lessee:

_____,
a _____

[INSERT SIGNATURE BLOCK]

FSHA:

First Source Hiring Administration

[INSERT SIGNATURE BLOCK]

Attachment A-2:

Memorandum of Understanding

Attachment A-2: Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into as of _____ __, 20__ by and between the City and County of San Francisco, municipal corporation (the "City"), through its First Source Hiring Administration ("FSHA"), and California Barrel Company LLC, a Delaware limited liability company ("Project Sponsor").

WHEREAS, Project Sponsor, as developer, proposes to construct a new publicly accessible network of improved parkland and open space and a mixed-use urban neighborhood (the "Project") under that certain Development Agreement entered into by and between Project Sponsor and the City, dated as of [_____ __, 2020] (the "Development Agreement"), all as more particularly described therein; capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Development Agreement (including its Workforce Agreement); and

WHEREAS, the Administrative Code of the City provides at Chapter 83 for a "First Source Hiring Program" which has as its purpose the creation of employment opportunities for qualified Economically Disadvantaged Individuals (as defined in Exhibit A); and

WHEREAS, the Project requires a building permit for a commercial activity of greater than 25,000 gross square feet and/or is a residential project greater than ten (10) units and therefore falls within the scope of the Chapter 83 of the Administrative Code, the applicable requirements of which have been implemented through the Workforce Agreement attached to the Development Agreement; and

WHEREAS, Project Sponsor wishes to make a good faith effort to comply with the City's First Source Hiring Program and enters into this MOU in satisfaction of its requirements under the Development Agreement.

Therefore, the parties to this MOU agree as follows:

A. Project Sponsor, upon entering into a contract with a Construction Contractor for Construction Work after the date of this MOU, will include in that contract a provision requiring the Construction Contractor to enter into a First Source Hiring Agreement for Construction in the form attached as Exhibit A. It is the Project Sponsor's responsibility to provide a signed copy of such First Source Hiring Agreement to FSHA and CityBuild within 10 Business Days (as defined in the Development Agreement) of execution.

B. CityBuild shall represent FSHA and shall provide referrals of Qualified (as defined in Exhibit A) Economically Disadvantaged Individuals for employment on the Construction Work as required under Chapter 83 and the First Source Hiring Agreements.

C. The owners or residents of the residential units within the Project shall have no obligations under this MOU or any First Source Hiring Agreement.

D. FSHA shall advise Project Sponsor, in writing, of any alleged breach on the part of the Project's contractor and/or tenant(s) with regard to participation in the First Source Hiring Program at the Project prior to seeking an assessment of liquidated damages pursuant to Section 83.12 of the Administrative Code or the applicable First Source Hiring Agreement.

E. If Project Sponsor fulfills its obligations as set forth in the Workforce Agreement and this MOU, it shall not be held responsible for the failure of a contractor or commercial tenant to comply with the requirements of Chapter 83 or any First Source Hiring Agreement.

F. This MOU is an approved "First Source Hiring Agreement" as referenced in Section 83.11 of the Administrative Code. The parties agree that this MOU may be executed in counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.

G. Neither Project Sponsor nor City shall assign this MOU without the consent of the other; provided, however, that if Project Sponsor Transfers its right, title and interest under the Development Agreement to a Transferee in accordance therewith, it shall contemporaneously assign this MOU to such Transferee to the extent of such Transfer (without the requirement of any consent of City hereunder). Upon execution and delivery of the assignment and assumption agreement with respect to such Transfer, the assignor thereunder shall be automatically released from any liability or obligation under this MOU to the extent Transferred thereunder.

H. Without limiting the Development Agreement, this MOU, including the preamble, Recitals and Exhibits, and the agreements between the parties specifically referenced in this MOU, constitutes the entire agreement between the parties with respect to the subject matter contained herein. Prior drafts of this MOU and changes from those drafts to the executed version of this MOU shall not be introduced as evidence in any litigation or other dispute resolution proceeding by the parties or any other Person, and no court or other body shall consider such drafts or changes in interpreting this MOU.

I. This MOU is not intended, and shall not be construed, to benefit or be enforceable by any Person other than the parties whatsoever.

J. This MOU has been executed and delivered in and shall be interpreted, construed, and enforced in accordance with the laws of the State of California. All references in this MOU to California or federal laws, regulations and statutes shall mean such laws, regulations and statues as they may be amended from time to time, except to the extent a contrary intent is stated. Local laws, statutes and regulations applicable to this MOU shall be the Applicable Standards (and, for the avoidance of doubt, any New City Laws that conflict with this MOU shall not be applicable to the matters covered hereby). Venue for any proceeding related to this MOU shall be solely in courts located in the City. Each party hereby consents to the jurisdiction of the State or Federal courts located in the City. Each party hereby expressly waives any and all rights that it may have to make any objections based on jurisdiction or venue to any suit brought to enforce this MOU in accordance with the foregoing provisions.

K. The parties have mutually negotiated the terms and conditions of this MOU, and its terms and provisions have been reviewed and revised by legal counsel for both the City and Project Sponsor. Accordingly, no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this MOU.

Therefore, each party waives the effect of section 1654 of the California Civil Code, which interprets uncertainties in a contract against the party that drafted the contract. Language in this MOU shall be construed as a whole and in accordance with its true meaning. Each reference in this MOU to this MOU, the Plan Documents or any of the Approvals shall be deemed to refer to this MOU, the other Plan Documents or the Approvals as amended from time to time, whether or not the particular reference refers to such possible amendment. Wherever in this MOU the context requires, references to the masculine shall be deemed to include the feminine and the neuter and vice-versa, and references to the singular shall be deemed to include the plural and vice versa. Unless otherwise specified, whenever in this MOU, including its Exhibits, reference is made to any Recital, Article, Section, Exhibit, Schedule or defined term, the reference shall be deemed to refer to the Recital, Article, Section, Exhibit, Schedule or defined term of this MOU. Any reference in this MOU to a Recital, an Article or a Section includes all subsections and subparagraphs of that Recital, Article or Section. Section and other headings and the names of defined terms in this MOU are for the purpose of convenience of reference only and are not intended to, nor shall they, modify or be used to interpret the provisions of this MOU. Except as otherwise explicitly provided herein, the use in this MOU of the words "including", "such as" or words of similar import when accompanying any general term, statement or matter shall not be construed to limit such term, statement or matter to such specific terms, statements or matters. In the event of a conflict between the Recitals and the remaining provisions of this MOU, the remaining provisions shall prevail. Statements and calculations in this MOU beginning with the words "for example" or words of similar import are included for the convenience of the parties only, and in the event of a conflict between such statements or calculations and the remaining provisions of this MOU, the remaining provisions shall prevail. Words such as "herein", "hereinafter", "hereof," "hereby" and "hereunder" and the words of like import refer to this MOU, unless the context requires otherwise. Unless the context otherwise specifically provides, the term "or" shall not be exclusive and means "or, and, or both".

L. Any notice or communication required or authorized by this MOU (as, for example, where a party is permitted or required to "notify" the other, but not including communications made in any meet and confer or similar oral communication contemplated hereunder) shall be in writing and be delivered as provided under the Development Agreement.

M. If any term, provision, covenant, or condition of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOU shall continue in full force and effect, except to the extent that enforcement of the remaining provisions of this MOU would be unreasonable or grossly inequitable under all the circumstances or would frustrate the fundamental purpose of this MOU.

[Signature page follows]

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, acting by and through the **FIRST SOURCE HIRING ADMINISTRATION**

By:_____

Name: _____

Title: _____

APPROVED AS TO FORM:

By:_____

Name: _____

Title: _____

PROJECT SPONSOR:

CALIFORNIA BARREL COMPANY LLC,
a Delaware limited liability company

By:_____

Name: _____

Title: _____

Exhibit A:
First Source Hiring Agreement for Construction

This First Source Hiring Agreement (this "Agreement"), is made as of _____ __, 20__ (the "Effective Date"), by and between the City and County of San Francisco, a municipal corporation, acting by and through its First Source Hiring Administration (the "FSHA"), and the undersigned contractor ("Contractor"):

RECITALS

WHEREAS, Contractor has executed or will execute an agreement (the "Contract") to construct or oversee a portion of the Construction Work for a new publicly accessible network of improved parkland and open space and a mixed-use urban neighborhood (such portion of the Construction Work, the "Project"), all as more particularly described therein, at _____, Lots in Assessor's Block _____, San Francisco California;

WHEREAS, pursuant to that certain Workforce Agreement attached to that certain Development Agreement between [Developer] ("Developer") and the City and County of San Francisco, a municipal corporation (the "City"), dated as of [_____ __, 2020] (the "Workforce Agreement"), Developer is party to that certain Memorandum of Understanding with FSHA, dated as of [_____ __, 20__] (the "MOU");

WHEREAS, pursuant to the MOU, Developer is required to include in contracts with a Construction Contractor for Construction Work a requirement that such Construction Contractors enter into a First Source Hiring Agreement, as more particularly described in the MOU; and

WHEREAS, as a material part of the consideration given by Contractor under the Contract, Contractor has agreed to execute this Agreement and participate in the San Francisco Workforce Development System managed by the Office of Economic and Workforce Development ("OEWD") as established by the City pursuant to Chapter 83 of the San Francisco Administrative Code ("Chapter 83") as more particularly described below.

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

1. DEFINITIONS

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

a. Contractor's "core" or "existing" workforce shall consist of any worker who appears on the Contractor's active payroll for at least 60 days of the 100 working days prior to the execution and delivery of the Contract.

b. "Economically Disadvantaged Individual". An individual who is either (a) eligible for services under the Workforce Investment Act of 1998 (29 U.S.C.A. 2801, *et seq.*), as may be amended from time to time, or (b) designated as "economically disadvantaged" by FSHA pursuant to the Applicable Standards as an individual who is at risk of relying upon, or returning to, public assistance.

c. "First Opportunity". Consideration by Contractor of Local Residents for filling hiring opportunities prior to recruitment and hiring of non-Local Residents job applicants.

d. "Hiring opportunity". When a Contractor adds workers to its existing workforce for the purpose of performing Project Work, a "hiring opportunity" is created. For example, if the carpentry subcontractor has an existing crew of five carpenters and needs seven carpenters to perform the Project Work, then there are two hiring opportunities for carpentry.

e. "Job Classification". Categorization of employment opportunity or position by craft, occupational title, skills, and experience required, if any.

f. "Local Resident". An individual who is domiciled, as defined by Section 349(b) of the California Election Code, within the City at least seven (7) days prior to commencing work on the Project.

g. "New hire". A "new hire" is any worker who is hired by Contractor for the Project Work and is not a member of Contractor's core or existing workforce.

h. "Project Work" means the initial construction of the Project under the Contract.

i. "Publicize". Advertise or post available employment information, including participation in job fairs or other forums.

j. "Qualified". An Economically Disadvantaged Individual that is a Local Resident who meets the minimum bona fide occupational qualifications provided by Contractor to the System in the job availability notices required under this Agreement.

k. "Referral". A referral is an individual member of the CityBuild Referral Program who has been identified by CityBuild as having received training appropriate to entering the construction industry workforce.

l. "Subcontractor". A person or entity who has a direct contract with Contractor to perform a portion of the Project Work under the Contract.

m. "System". The San Francisco Workforce Development System established by the City and County of San Francisco, and managed by OEWD, for maintaining (1) a pool of Qualified individuals, and (2) the mechanism by which such individuals are certified and referred to prospective employers covered by the First Source Hiring Program requirements under Chapter 83 of the San Francisco Administrative Code. Under this Agreement, CityBuild will act as the representative of the System.

n. "System Referrals". Referrals by CityBuild of Qualified applicants from the System for hiring opportunities.

2. PARTICIPATION OF CONTRACTOR IN THE SYSTEM

a. The Contractor agrees to work in good faith with OEWD's CityBuild Program ("CityBuild") to attempt to achieve the goal that 50% of new hires for hiring opportunities be Local Residents.

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

i. On the CityBuild Workforce Projection Form 1 attached hereto, Contractor will prior to the start of demolition and/or construction constituting Project Work

provide a detailed numerical estimate of journey and apprentice level positions to be employed on the Project Work for each trade.

ii. Contractor is required to ensure that a CityBuild Workforce Projection Form 1 is also completed by each of its Subcontractors.

iii. Contractor will collaborate with CityBuild staff to identify, by trade, the number of core workers at project start for the Project Work and the number of workers at project peak for the Project Work; and the number of positions that will be required to meet the local hiring goal set forth in Section 2.a above.

iv. Contractor and Subcontractors will provide documented verification that its "core" employees for the Contract meet the definition listed in Section l.a.

b. The Contractor shall perform the following in its good faith efforts to meet the local hiring goal set forth in Section 2.a above:

i. Contractor must (A) give good faith consideration to all Referrals, (B) review the resumes of all such Referrals, (C) conduct interviews for posted hiring opportunities in accordance with the non-discrimination provisions of the Contract, and (D) notify CityBuild of any new hiring opportunities.

ii. Contractor must provide constructive feedback to CityBuild on all System Referrals in accordance with the following:

(A) If Contractor meets the criteria in Section 5(a) below that establishes "good faith efforts" of Contractor, Contractor must only respond orally to follow-up questions asked by the CityBuild account executive regarding each System Referral; and

(B) After Contractor has filled at least 5 hiring opportunities under this Agreement, if Contractor is unable to meet the criteria in Section 5(a) below that establishes "good faith efforts" of Contractor, Contractor will be required to provide written comments on all System Referrals.

c. Contractor must provide timely notification to CityBuild as soon as the hiring opportunity is filled, and identify by whom.

3. CONTRACTOR RETAINS DISCRETION REGARDING HIRING DECISIONS

Contractor agrees to offer the System the first opportunity to provide qualified applicants for employment consideration in hiring opportunities, subject to any enforceable Collective Bargaining Agreements. Contractor shall consider all applications of qualified System Referrals for employment in hiring opportunities. Provided Contractor utilizes nondiscriminatory screening criteria, Contractor shall have the sole discretion to interview and hire any System Referrals or other persons.

4. COMPLIANCE WITH COLLECTIVE BARGAINING AGREEMENTS

Notwithstanding any other provision hereunder, if Contractor is subject to any Collective Bargaining Agreement(s) requiring compliance with a pre-established applicant referral process, Contractor's only obligations with regards to any available new hires or hiring opportunities

subject to such Collective Bargaining Agreement(s) during the term of the Contract shall be the following:

a. Contractor shall notify the appropriate union(s) of the Contractor's local hiring obligations under this Agreement and request their assistance in referring qualified Local Residents for the hiring opportunities to the extent such referral can conform to the requirements of the Collective Bargaining Agreement(s).

b. Contractor shall use any "name call" privileges, in accordance with the terms of the applicable Collective Bargaining Agreement(s) to seek Qualified applicants from the System for the hiring opportunities.

c. Contractor shall sponsor qualified apprenticeship applicants that are System Referrals for applicable union membership.

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

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

a. Contractor shall be deemed to have used good faith efforts if Contractor accurately completes and submits prior to the start of demolition and/or construction constituting Project Work CityBuild Workforce Projection Form 1.

b. Contractor's failure to meet the criteria set forth from Section 5(c) to 5(m) does not impute "bad faith." Failure to meet the criteria set forth in Section 5(c) to 5(m) may trigger a review of the referral process and the Contractor's efforts to comply with this Agreement. Such review shall be conducted by FSHA in accordance with Section 11(c) below.

c. Meet with the Project's owner, developer, general contractor, or CityBuild representative to review and discuss Contractor's plan to meet Contractor's local hiring obligations under this Agreement.

d. Contact a CityBuild representative to review Contractor's hiring projections and goals for the Project. The Project developer and/or Contractor must take active steps to advise all of its Subcontractors of the local hiring obligations on the Project, including, but not limited to, providing CityBuild access and presentation time at each pre-bid, each pre-construction, and if necessary, any progress meeting for the Project held throughout the term of this Agreement.

e. Submit to CityBuild a CityBuild Workforce Projection Form 1 or other formal written notification specifying Contractor's expected hiring needs during the Project's duration.

f. Notify Contractor's respective union(s) of the Contractor's local hiring obligations under this Agreement and request their assistance in referring qualified Local Residents for any hiring opportunities to the extent such referral can conform to the requirements of the Collective Bargaining Agreement(s).

g. Use any "name call" privileges, in accordance with the terms of the applicable Collective Bargaining Agreement(s) to seek Qualified applicants from the System for the hiring opportunities.

h. Provide CityBuild with up-to-date list of all trade unions affiliated with any Project Work in a timely matter in order to facilitate CityBuild's notification to these unions of the Project's workforce requirements.

i. Submit a "Job Request" in the CityBuild Job Notice Form attached as Form 3 to CityBuild for each apprentice level hiring opportunity that arise throughout the duration of the Project Work, including openings that arise from layoffs of original crew. Please allow a minimum of 3 business days for CityBuild to provide appropriate candidate(s). Contractor should simultaneously contact its union about the position as well, and let them know that it has contacted CityBuild as part of its local hiring obligations.

j. Contractor has an ongoing, affirmative obligation and must advise each of its Subcontractors of their ongoing obligation to notify CityBuild of each apprentice level hiring opportunity that arise throughout the duration of the Project Work, including openings that arise from layoffs of original crew. Contractor shall not exercise discretion in informing CityBuild of any given position; rather, CityBuild is to be universally notified, and a discussion between the Contractor and CityBuild can determine whether a CityBuild graduate would be an appropriate placement for any given apprentice level position.

k. Hire qualified Referrals (but without limiting Section 3). In the event of the firing/layoff of any CityBuild graduate performing Project Work, Contractor must notify CityBuild staff within two days of the decision and provide reasons for the layoff; ideally, Project developer and/or Contractor will request a meeting with the Project's employment liaison as soon as any issue arises with a CityBuild placement in order to remedy the situation before termination becomes necessary.

l. Provide the reports required pursuant to Section 11.

m. Maintain accurate records of Contractor's efforts to meet the steps and requirements listed above. Such records may also include records of any new hire made by the Contractor through a San Francisco community-based organization. Any further efforts or actions agreed upon by CityBuild staff and the Project developer and/or Contractor on a project-by-project basis.

6. COMPLIANCE WITH THIS AGREEMENT OF SUBCONTRACTORS

In the event that Contractor subcontracts a portion of the work under the Contract, Contractor shall determine how many, if any, of the hiring opportunities are to be employed by its Subcontractor(s) using CityBuild Workforce Projection Form 1 and the City's online project reporting system (currently Elation), provided, however, that Contractor shall retain the primary responsibility for meeting the requirements imposed on it under this Agreement. Contractor shall ensure that this Agreement is incorporated into and made applicable to such subcontract.

7. EXCEPTION FOR ESSENTIAL FUNCTIONS; WAIVER

Nothing in this Agreement precludes Contractor from using temporary or reassigned existing employees to perform essential functions of its operation; provided, however, the obligations of

this Agreement to make good faith efforts to fill hiring opportunities permanently with Local Residents remains in effect. For these purposes, "essential functions" means those functions absolutely necessary to perform work under the Contract.

Notwithstanding anything to the contrary contained herein, any of Contractor's obligations hereunder may be waived by FSHA upon Contractor's request if FSHA reasonably determines for good cause shown by Contractor that the applicable requirement is not relevant to the particular situation, would cause undue hardship or that an alternative approach would better meet the goals of this Agreement.

8. CONTRACTOR'S COMPLIANCE WITH EXISTING EMPLOYMENT AGREEMENTS

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

9. HIRING GOALS EXCEEDING OBLIGATIONS OF THIS AGREEMENT

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

10. OBLIGATIONS OF CITYBUILD

Under this Agreement, CityBuild shall:

a. Upon Contractor's submission of the CityBuild Workforce Projection Form 1, immediately initiate recruitment and pre-screening activities;

b. Recruit Qualified individuals to create a pool of applicants for jobs who match Contractor's Job Request and to the extent appropriate train applicants for jobs that will become available through the First Source Hiring Program;

c. Screen and refer applicants according to qualifications and specific selection criteria submitted by Contractor;

d. Provide funding for City-sponsored pre-employment, employment training, and support services programs;

e. Follow up with Contractor on outcomes of System Referrals and initiate corrective action as necessary to maintain an effective employment/training delivery system;

f. Provide Contractor with reporting forms for monitoring the requirements of this Agreement; and

g. Monitor the performance of this Agreement by examination of records of Contractor as submitted in accordance with the requirements of this Agreement.

11. CONTRACTOR'S REPORTING AND RECORD KEEPING OBLIGATIONS

Contractor shall:

a. Maintain accurate records demonstrating Contractor's compliance with this Agreement, including, but not limited to, the following:

(1) Applicants

(2) Job offers

(3) Hires

(4) Rejections of applicants

b. Submit completed reporting forms applicable to the Project Work based on Contractor's records to CityBuild quarterly, unless more frequent submittals are reasonably required by FSHA (for example, if significant number of positions are to be filled during a given period or other circumstances warrant).

c. If based on complaint, failure to report, or other cause, FSHA has a credible reason to question Contractor's good faith effort, Contractor shall demonstrate to the reasonable satisfaction of the City that it has exercised good faith to satisfy its obligations under this Agreement.

d. Nothing contained in this Agreement requires Contractor to provide any personal identifying information or any other information about any person to OWED, FSHA or CityBuild unless OEWD has (i) obtained a waiver from such person allowing Contractor to provide such information to OWED, FSHA and CityBuild and (ii) provided evidence of such waiver to Contractor.

12. DURATION OF THIS AGREEMENT

This Agreement shall be in full force and effect throughout the term of the Contract with respect to the Project Work. Upon expiration of the Contract, or its earlier termination, with respect to the Project Work this Agreement shall terminate and it shall be of no further force and effect on the parties.

13. NOTICE

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

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

If to CityBuild: CityBuild Compliance Manager
OEWD, 1 South Van Ness 51h Fl.
San Francisco, CA 94103
Attn: Ken Nim, Compliance Manager,
ken.nim@sfgov.org

If to Developer:

Attn:

If to Contractor:

Attn:

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

b. Notwithstanding the forgoing, any reports required of Contractor under this Agreement (collectively, "Contractor Reports") shall be delivered to the address of FSHA pursuant to this Section via first class mail, postage paid, and such Contractor Reports shall be deemed delivered two (2) business days after deposit in the mail in accordance with this Section 13.

c. A copy of any notice delivered hereunder by Contractor or the City shall be contemporaneously delivered for informational purposes only to the applicable Developer under the Development Agreement.

14. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties to this Agreement and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

15. SEVERABILITY

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

16. COUNTERPARTS

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

17. SUCCESSORS

This Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, successors and assigns. If there is more than one person comprising Contractor hereunder, their obligations shall be joint and several.

18. HEADINGS

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

19. 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. All references in this Agreement to California or federal laws, regulations and statutes shall mean such laws, regulations and statues as they may be amended from time to time, except to the extent a contrary intent is stated. Local laws, statutes and regulations applicable to this Agreement shall be the Applicable Standards (and, for the avoidance of doubt, any New City Laws that conflict with this Agreement shall not be applicable to the matters covered hereby). 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, acting by and through the **FIRST SOURCE HIRING ADMINISTRATION**

By:_____

Name: _____

Title: _____

APPROVED AS TO FORM:

By:_____

Name: _____

Title: _____

CONTRACTOR:

[_____],
a [_____]

By:_____

Name: _____

Title: _____

SAN FRANCISCO
Office of Economic and Workforce Development

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

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

FORM 1: CITYBUILD WORKFORCE PROJECTION

Instructions

- *The Prime Contractor must complete and submit Form 1 prior to the start of demolition and/or construction constituting Project Work.*
- *All subcontractors with contracts in excess of $100,000 must complete Form 1 and submit to the Prime Contractor prior to the start of the subcontracted demolition and/or construction constituting Project Work.*
- *The Prime Contractor is responsible for collecting all completed Form 1's from all subcontractors.*
- *It is the Prime Contractor's responsibility to ensure completed Form 1's from all subcontractors are submitted to CityBuild in the specified time and keep a record of these forms.*

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

_____	_____	_____
Name of Authorized Representative	Signature of Authorized Representative*	Date

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

Table 2: Complete on the following page

- *List the construction trade crafts that are projected to perform work on the Project. Do not list Project Managers, Engineers, Administrative, and any other non-construction trade employees.*

- *Total Number of Workers on the Project: The total number of workers projected to work on the Project per construction trade.*

- *This number will include existing workers and new hires. For union contractors this total will also include union dispatches. Total Number of New Hires: List the projected number of New Hires that will be employed on the Project. For union contractors, New Hires will also include union dispatches.*

Table 2: List all construction trades projected to perform work

Construction Trades	Journey or Apprentice	Union (Yes or No)	Total Work Hours	Total Number of Workers on the Project	Total Number of New Hires
	J ☐ A ☐	J ☐ A ☐			
	J ☐ A ☐	J ☐ A ☐			
	J ☐ A ☐	J ☐ A ☐			
	J ☐ A ☐	J ☐ A ☐			
	J ☐ A ☐	J ☐ A ☐			
	J ☐ A ☐	J ☐ A ☐			
	J ☐ A ☐	J ☐ A ☐			
	J ☐ A ☐	J ☐ A ☐			

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

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

- *"Core" or "existing" workers are defined as any worker who appears on the Contractor's active payroll for at least 60 days of the 100 working days prior to the execution and delivery of the Contract. If necessary, continue on a separate sheet.*

Name of Core or Existing Employee	Construction Trade	Journey or Apprentice	City	Zip Code
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
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		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
FOR CITY USE ONLY: City Build Staff: _____		Approved: Yes ☐ No ☐		Date:
Reason:				

FORM 3: CITYBUILD JOB NOTICE FORM

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

1. Complete the form and fax to CityBuild 415-701-4896 or EMAIL: workforce.development@sfgov.org

2. Contact Workforce Development at415-701-4848 or by email: local.hire.ordinance@sfgov.org

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

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

Section A. Job Notice Information

Trade _____ # of Journeymen _____ # of Apprentices _____

Start Date _____ Start Time _____ Job Duration _____

Brief description of your scope of work on the Project: _____

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

Local # _____ Union Contact Name _____ Union Phone #

Section C. Contractor Information

Project Name: _____

Jobsite Location: _____

Contractor: _____ Prime ☐ Sub ☐

Contractor Address: _____

Contact Name: _____ Title: _____

Office Phone: _____ Cell Phone: _____ Email: _____

Alt. Contact: _____ Phone #: _____

Contractor Contact Signature _____ Date _____

OEWD USE ONLY Able to Fill Yes ☐ No ☐

Attachment B

Local Hiring Requirements

[see attached]

WORKFORCE AGREEMENT- ATTACHMENT B

LOCAL HIRING PLAN FOR CONSTRUCTION ON PORT SUB-AREA & CITY SUB-AREA

1.1 SUMMARY

A. This Attachment B ("**Local Hiring Plan**") governs the obligations of the Project to comply with the City's Local Hiring Policy for Construction pursuant to Chapter 82 of the San Francisco Administrative Code (the "**Policy**"). In the event of any conflict between Administrative Code Chapter 82 and this Attachment B, this Attachment B shall govern.

B. The provisions of this Local Hiring Plan are hereby incorporated as a material term of the Development Agreement. Developer shall require any Covered Contractor to agree that (i) the Covered Contractor shall comply with all applicable requirements of this Local Hiring Plan; (ii) the provisions of this Local Hiring Plan and the Policy are reasonable and achievable by the Covered Contractor and its Subcontractors; and (iii) the Covered Contractor has had a full and fair opportunity to review and understand the terms of this Local Hiring Plan.

C. OEWD is responsible for administering this Local Hiring Plan and will be administering its applicable requirements. For more information on the Policy and its implementation, please visit the OEWD website at: www.workforcedevelopmentsf.org.

D. Capitalized terms not defined herein shall have the meanings ascribed to them in the Development Agreement (for the avoidance of doubt, including the Workforce Agreement) or the Policy, as applicable.

1.2 DEFINITIONS. For purposes of this Attachment B, the following definitions apply:

A. "AMI" means the current unadjusted median income for the San Francisco area as published by HUD, adjusted solely for Household Size, or as otherwise agreed by Developer and MOHCD pursuant to the Housing Plan.

B. "Covered Contractor" means a prime contractor, general contractor, or construction manager contracted by a Developer who performs Construction Work on a Covered Project.

C. "Covered Project" means Construction Work on the Port Sub-Area or the City Sub-Area with an estimated cost in excess of the Threshold Amount.

D. "Disadvantaged Worker" means a Local Resident who: (i) resides in a census tract within the City with a rate of unemployment in excess of 150% of the City unemployment rate, as reported by the State of California Employment Development Department; (ii) at the time of commencing work on a Covered Project has a household income of less than 80% of the AMI; or (iii) faces or has overcome at least one of the following barriers to employment: being homeless; being a custodial single parent; receiving public assistance; lacking a GED or high school diploma; participating in a vocational English as a second language program; or having a criminal record or other involvement with the criminal justice system.

E. "Job Notification" means the written notice of any Hiring Opportunity from a Covered Contractor to CityBuild. Covered Contractor shall provide Job Notifications to CityBuild with a minimum of 3 Business Days' notice. For purposes of the foregoing, a "Hiring Opportunity" is created when a Covered Contractor adds workers to its existing workforce for the purpose of performing Construction Work on a Covered Project. For example, if the carpentry subcontractor has an existing crew of five carpenters and

needs seven carpenters to perform the Construction Work on the Covered Project, then there are two Hiring Opportunities for carpentry for such Construction Work.

F. "Non-Covered Project" means any construction project other than a Covered Project.

G. "Project Work" means Construction Work performed as part of a Covered Project.

H. "Project Work Hours" means the total onsite work hours worked on a construction contract for a Covered Project by all Apprentices and journey-level workers, whether those workers are employed by the Covered Contractor or any Subcontractor.

I. "Subcontractor" means any person, firm, partnership, owner operator, limited liability company, corporation, joint venture, proprietorship, trust, association, or other entity that contracts with a Covered Contractor or another subcontractor to provide services to a Covered Contractor or another subcontractor in fulfillment of the Covered Contractor's or that other subcontractor's obligations arising from a contract for Construction Work on a Covered Project.

J. "Targeted Worker" means any Local Resident or Disadvantaged Worker.

K. "Threshold Amount" is defined in Section 6.1 of the San Francisco Administrative Code, as amended as of the date of determination to the extent that such amendments apply to the Project pursuant to the Development Agreement.

1.3 LOCAL HIRING REQUIREMENTS

A. Total Project Work Hours By Trade. For all construction contracts for Covered Projects, the mandatory participation level in terms of Project Work Hours within each trade to be performed by Local Residents is 30%, with a goal of no less than 15% of Project Work Hours within each trade to be performed by Disadvantaged Workers. The mandatory participation levels required under this Local Hire Program will be determined by OEWD for each Development Phase under the Development Agreement, and in no event shall be greater than 30%; however, the Parties acknowledge that Developer intends to require each construction contract for Covered Projects to meet the mandatory participation levels on an individual contract level.

B. Apprentices. For all construction contracts for Covered Projects, at least 30% of the Project Work Hours performed by Apprentices within each trade is required to be performed by Local Residents, with an aspirational goal of achieving 50%. Hiring preferences shall be given to Apprentices who are referred by the CityBuild program. This document also establishes a goal of no less than 25% of Project Work Hours performed by Apprentices within each trade to be performed by Disadvantaged Workers.

C. Out-of-State Workers. For all Covered Projects, Project Work Hours performed by residents of states other than California will not be considered in calculation of the number of Project Work Hours to which the local hiring requirements apply. Covered Contractors and Subcontractors shall report to OEWD the number of Project Work Hours performed by residents of states other than California.

D. Pre-construction or other Local Hire Meeting. Prior to commencement of Construction Work on Covered Projects, Covered Contractor and its Subcontractors whom have been engaged by contract and identified in the Local Hiring Forms as contributing toward the mandatory local hiring requirement shall attend a preconstruction or other Local Hire meeting(s) convened by OEWD staff. Representatives from Covered Contractor and the Subcontractor(s) who attend the pre-construction or other Local Hire meeting must

have hiring authority. Covered Contractor and its Subcontractors who are engaged after the commencement of Construction Work on a Covered Project shall attend a future preconstruction meeting or meetings as mutually agreed by Covered Contractor and OEWD staff.

E. This Local Hiring Plan does not limit Covered Contractor's or its Subcontractors' ability to assess qualifications of prospective workers, and to make final hiring and retention decisions. No provision of this Local Hiring Plan shall be interpreted so as to require a Covered Contractor or Subcontractor to employ a worker not qualified for the position in question, or to employ any particular worker.

F. For the avoidance of doubt, Construction Work for Non-Covered Projects may be subject to the First Source Hiring Program for Construction Work in accordance with Section III.B.3 of the Workforce Agreement.

1.4 CITYBUILD WORKFORCE DEVELOPMENT PROGRAM: EMPLOYMENT NETWORKING SERVICES

A. OEWD administers the CityBuild Program. Subject to any collective bargaining agreements in the building trades and applicable law, CityBuild shall be a primary resource available for Covered Contractor and Subcontractors to meet Covered Contractors' local hiring requirements under this Local Hiring Plan. CityBuild has two main goals:

1. Assist with local hiring requirements under this Local Hiring Plan by connecting Covered Contractors and Subcontractors with qualified journey-level, Apprentice, and pre- Apprentice Local Residents.

2. Promote training and employment opportunities for disadvantaged workers of all ethnic backgrounds and genders in the construction work force.

B. Where a Covered Contractor's or its Subcontractors' preferred or preexisting hiring or staffing procedures for a Covered Project do not enable Covered Contractor to satisfy the local hiring requirements of this Local Hiring Plan, the Covered Contractor or Subcontractor shall use other procedures to identify and retain Targeted Workers, including the following:

1. Requesting to connect with workers through CityBuild, with qualifications described in the request limited to skills directly related to performance of job duties.

2. Considering Targeted Workers networked through CityBuild within three Business Days of CityBuild's receipt of the applicable Job Notification and who meet the qualifications described in the Job Notification. Such consideration may include in-person interviews. All workers networked through CityBuild will qualify as Disadvantaged Workers under this Local Hiring Plan. Neither Covered Contractor nor its Subcontractors are required to make an independent determination of whether any such worker is a "Disadvantaged Worker" as defined above.

1.5 CONDITIONAL WAIVER FROM LOCAL HIRING REQUIREMENTS

A. Covered Contractor or the Subcontractor may use one or more of the following pipeline and retention compliance mechanisms to receive a conditional waiver from the Local Hiring Requirements of Section 1.3 for the applicable Covered Project. All requests for conditional waivers must be submitted to OEWD for approval, which shall be promptly granted if the criteria specified below is met.

1. Specialized Trades: OEWD has published a list of trades designated as "Specialized Trades" for which the local hiring requirements of this Local Hiring Plan will not apply. The list is available on the OEWD website. Covered Contractor and its Subcontractors shall report to OEWD the Project Work Hours utilized in each designated Specialized Trade and in each OEWD-approved project-specific Specialized Trade.

2. Credit for Hiring on Non-Covered Projects: Covered Contractor and its Subcontractors may accumulate credit hours for hiring Targeted Workers on Non-Covered Projects in the nine-county San Francisco Bay Area and apply those credit hours to contracts for Covered Projects to meet the mandatory local hiring requirement. For hours performed by Targeted Workers on Non-Covered Projects, the hours shall be credited toward the local hiring requirement for this Contract provided that:

   a. the Targeted Workers are paid the prevailing wages or union scale for work on the Non-Covered Projects; and

   b. such credit hours shall be committed to by the Covered Contractor on future projects to satisfy any short fall the Covered Contractor may have on a Covered Project. Such commitment shall be in writing by the Covered Contractor, shall extend for a period of time negotiated between the Covered Contractor and OEWD, and shall commit to satisfying any assessed penalties should Covered Contractor fail to achieve the required credit hours.

3. Sponsoring Apprentices: Covered Contractor or a Subcontractor may agree to sponsor an OEWD-specified number of new Apprentices in trades in which noncompliance is likely and retaining those Apprentices for the period of Covered Contractor's or a Subcontractor's work on the project. OEWD will verify with the California Department of Industrial Relations that the new Apprentices are registered and active Apprentices. Covered Contractor will be required to write a sponsorship letter on behalf of the identified candidate to the appropriate Local Union and will make the necessary arrangements with the Union to hire the candidate as soon as s/he is indentured.

4. Direct Entry Agreements: OEWD is authorized to negotiate and enter into direct entry agreements with apprenticeship programs that are registered with the California Department of Industrial Relations' Division of Apprenticeship Standards. Covered Contractor may avoid assessment of penalties for non-compliance with this Local Hiring Plan by Covered Contractor or its Subcontractors hiring and retaining Apprentices who are enrolled through such direct entry agreements. Covered Contractor may also utilize OEWD-approved organizations with direct entry agreements with Local Unions, including District 10 based organizations to hire and retain Targeted Workers. To the extent that Covered Contractor or its Subcontractors have hired Apprentices or Targeted Workers under a direct entry agreement entered into by OEWD or reasonably approved by OEWD, OEWD will not assess penalties for non-compliance with this Local Hiring Plan.

5. Corrective Actions: Should local employment conditions be such that adequate Targeted Workers for a craft, or crafts, are not available to meet the requirements and Covered Contractor can document their efforts to achieve the requirements through the mechanisms and processes in this document, a corrective action plan must be negotiated between Covered Contractor and OEWD.

1.6 LOCAL HIRING FORMS

A. Utilizing the City's online Project Reporting System, Covered Contractors for Covered Projects shall submit the following forms to OEWD:

1. Form 1: Local Hiring Workforce Projection. OEWD Form 1 (Local Hiring Workforce Projection), a copy of which is attached hereto, shall be initially submitted prior to the start of construction of a Covered Project and updated quarterly by the Covered Contractor until all subcontracting for the Covered Project is completed.

2. Form 2: Local Hiring Plan. For Covered Projects estimated to cost more than $1,000,000, Covered Contractor shall prepare and submit to OEWD for approval OEWD Form 2, a copy of which is attached hereto. This Form 2 shall be initially submitted prior to the start of construction of the Covered Project and updated quarterly by the Covered Contractor until all subcontracting for the Covered Project is completed.

3. Job Notifications. Upon commencement of work on a Covered Project, Covered Contractor and its Subcontractors may submit Job Notifications to CityBuild to connect with local trades workers.

4. Form 4: Conditional Waivers. If a Covered Contractor or a Subcontractor believes the local hiring requirements cannot be met, it may submit OEWD Form 4 (Conditional Waiver), a copy of which is attached hereto, as more particularly described in Articles 1.4 and 1.5 above.

1.7 ENFORCEMENT, RECORD KEEPING, NONCOMPLIANCE AND PENALTIES

A. Subcontractor Compliance. Each Covered Contractor and Subcontractor shall ensure that all of its Subcontractors agree to comply with applicable requirements of this document. All Subcontractors agree as a term of participation on a Covered Project that the City shall have third party beneficiary rights under all contracts under which Subcontractors are performing Project Work. Such third-party beneficiary rights shall be limited to the right to enforce the requirements of this Local Hiring Plan directly against the Subcontractors. All Subcontractors on a Covered Project shall be responsible for complying with the recordkeeping and reporting requirements set forth in this Local Hiring Plan. Subcontractors with work in excess of the Threshold Amount shall be responsible for ensuring compliance with the Local Hiring Requirements set forth in Section 1.3 of this Local Hiring Plan based on Project Work Hours performed under their Subcontracts, including Project Work Hours performed by lower tier Subcontractors with work less than the Threshold Amount.

B. Reporting. Covered Contractor shall submit certified payrolls to the City electronically using the Project Reporting System. OEWD and will monitor compliance with this Local Hiring Plan electronically.

C. Recordkeeping. Covered Contractor and each Subcontractor shall keep, or cause to be kept, for a period of four years from the date of Substantial Completion of Construction Work, certified payroll and basic records, including time cards, tax forms, and superintendent and foreman daily logs, for all workers within each trade performing Construction Work on a Covered Project.

1. Such records shall include the name, address and social security number of each worker who worked on the Covered Project, his or her classification, a general description of the work each worker performed each day, the Apprentice or journey-level status of each worker, daily and weekly number of hours worked, the self-identified race, gender, and ethnicity of each worker, whether or not the worker was a Local Resident, and the referral source or method through which

the Covered Contractor or Subcontractor hired or retained that worker for work on the Covered Project (e.g., core workforce, name call, union hiring hall, City-designated referral source, or recruitment or hiring method) as allowed by law.

2. Covered Contractor and Subcontractors may verify that a worker is a Local Resident by following OEWD's domicile policy (Administrative Code Chapter 83.4).

3. All records described in this subsection shall at all times be open to inspection and examination by the duly authorized officers and agents of the City, including representatives of the OEWD.

D. Monitoring. From time to time and in its sole discretion, OEWD may monitor and investigate compliance of Covered Contractor and Subcontractors working on a Covered Project with requirements of this Local Hiring Plan. Covered Contractor shall allow representatives of OEWD, in the performance of their duties, to engage in random inspections of Covered Projects. Covered Contractor and all Subcontractors shall also allow representatives of OEWD to have access to employees of the Covered Contractor and Subcontractors and the records required to be maintained under this document as allowed by law.

E. Noncompliance and Penalties. Failure of Covered Contractor and/or its Subcontractors to comply with the requirements of this Local Hiring Plan and the obligations set forth in this Local Hiring Plan may subject Covered Contractor to the consequences of noncompliance, including but not limited to the assessment of penalties, but only if City determines that the failure to comply results from willful actions of Covered Contractor and/or its Subcontractors, and not by reason of unavailability of sufficient qualified Local Residents and Disadvantaged Workers to meet the goals required hereunder. The assessment of penalties for noncompliance shall not preclude the City from exercising any other rights or remedies to which it is entitled.

1. **Penalties Amount.** If any Covered Contractor or Subcontractor fails to satisfy the Local Hiring Requirements of this Local Hiring Plan applicable to Project Work Hours performed by Local Residents, and the applicable Covered Contractor or Subcontractor is unable to provide evidence reasonably satisfactory to the City that such failure arose solely due to unavailability of qualified Local Residents despite Covered Contractors or Subcontractors good faith efforts in accordance with this Local Hiring Program, then the Covered Contractor, and in the case of any Subcontractor so failing, and Subcontractor shall jointly and severally forfeit to the City, an amount equal to the Journeyman or Apprentice prevailing wage rate, as applicable, with such wage as established by the Board of Supervisors or the California Department of Industrial Relations under subsection 6.22(e)(3) of the Administrative Code, for the primary trade used by the Covered Contractor or Subcontractor on the Covered Project for each hour by which the Covered Contractor or Subcontractor fell short of the Local Hiring Requirement. The assessment of penalties under this subsection shall not preclude the City from exercising any other rights or remedies to which it is entitled.

2. **Assessment of Penalties**. OEWD shall determine whether a Covered Contractor and/or any Subcontractor has failed to comply with the Local Hiring Requirements of this Local Hiring Plan. If after conducting an investigation, OEWD determines that a violation has occurred, it shall issue and serve an assessment of penalties to the Covered Contractor and/or any Subcontractor that sets forth the basis of the assessment and orders payment of penalties in the amounts equal to the Journeyman or Apprentice prevailing wage rates, as applicable, for the primary trade used by the Covered Contractor or Subcontractor on the Project for each hour by which the Covered Contractor or Subcontractor fell short of the Local Hiring Requirement. Assessment of penalties under this subsection shall be made only upon an investigation by OEWD and upon written notice

to the Covered Contractor or Subcontractor identifying the grounds for the penalty and providing the Covered Contractor or Subcontractor with the opportunity to respond pursuant to the recourse procedures prescribed in this Local Hiring Plan.

3. **Recourse Procedure**. If the Covered Contractor or Subcontractor disagrees with the assessment of penalties, then the following procedure applies:

   a. The Covered Contractor or Subcontractor may request a hearing in writing within 15 days of the date of the final notification of assessment. The request shall be directed to the City Controller. Failure by the Covered Contractor or Subcontractor to submit a timely, written request for a hearing shall constitute concession to the assessment and the forfeiture shall be deemed final upon expiration of the 15- day period. The Covered Contractor or Subcontractor must exhaust this administrative remedy prior to commencing further legal action.

   b. Within 15 days of receiving a proper request, the Controller shall appoint a hearing officer with knowledge and not less than five years' experience in labor law, and shall so advise the enforcing official and the Covered Contractor or Subcontractor, and/or their respective counsel or authorized representative.

   c. The hearing officer shall promptly set a date for a hearing. The hearing must commence within 45 days of the notification of the appointment of the hearing officer and conclude within 75 days of such notification unless all parties agree to an extended period.

   d. Within 30 days of the conclusion of the hearing, the hearing officer shall issue a written decision affirming, modifying, or dismissing the assessment. The decision of the hearing officer shall consist of findings and a determination. The hearing officer's findings and determination shall be final.

   e. The Covered Contractor or Subcontractor may appeal a final determination under this by filing in the San Francisco Superior Court a petition for a writ of mandate under California Code of Civil Procedure Section 1084 *et seq.,* as applicable and as may be amended from time to time.

1.8 COLLECTIVE BARGAINING AGREEMENT

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

END OF DOCUMENT

Attachment C

LBE Utilization Plan

[see attached]

WORKFORCE AGREEMENT ATTACHMENT C • LBE UTILIZATION PLAN

1. Purpose and Scope. This Attachment C ("**LBE Utilization Plan**") governs the Local Business Enterprise obligations of the Project pursuant to San Francisco Administrative Code Section 14B.20 and satisfies the obligations of each Developer and its Contractors and Consultants for a LBE Utilization Plan as set forth therein. Capitalized terms not defined herein shall have the meanings ascribed to them in the Workforce Agreement or Section 14B.20 as applicable. Developer will seek to, whenever practicable, conduct outreach to contracting teams that reflect the diversity of the City and include participation of both businesses and residents from the City's most disadvantaged communities such as the 94107, 94124, and 94134 zip codes. In the event of any conflict between Administrative Code Chapter 14B and this LBE Utilization Plan, this LBE Utilization Plan shall govern.

2. Roles of Parties. In connection with the design and construction phases of all Construction Work, the Project will provide community benefits designed to foster employment opportunities for disadvantaged individuals by offering contracting and consulting opportunities to local business enterprises ("LBEs"). Each Developer shall participate in a local business enterprise program as provided herein, and the City's Contract Monitoring Division will serve the roles as set forth below.

3. Definitions. For purposes of this LBE Utilization Plan, the definitions shall be as follows:

"CMD" shall mean the Contract Monitoring Division of the City Administrator's Office.

"Consultant" shall mean a Person that has entered into a professional services contract for monetary consideration with a Developer to provide advice or services to the Developer directly related to the architectural or landscape design, physical planning, and/or civil, structural or environmental engineering of an LBE Improvement.

"Contract(s)" shall mean an agreement, whether a direct contract or subcontract, for Consultant or Contractor services for all or a portion of an LBE Improvement.

"Contracting Party" means a Developer, a Contractor or a Consultant retained to work on LBE Improvements, as the case may be.

"Contractor" shall mean a prime contractor, general contractor, or construction manager contracted by a Developer who performs Construction Work on an LBE Improvement.

"Follow-on Tenant Improvements" means tenant improvements within commercial spaces in residential or commercial buildings (office, retail) (excluding community, childcare or arts facilities and PDR spaces) which are 25,000 gross square feet (per square footage on building permit application) and above that are constructed pursuant to an approved building permit or site permit/addenda issued after the building permit or site permit/addenda for the Initial Tenant Improvements.

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

"Initial Tenant Improvements" means tenant improvements within commercial spaces in residential or commercial buildings (office, retail) (excluding community, childcare or arts facilities

and PDR spaces) that are constructed pursuant to the first building permit or site permit/addenda issued for such spaces after completion of building core and shell and undertaken within the first year after the initial certificate of occupancy is issued with respect to such building, in each case under the Development Agreement.

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

"LBE Liaison" shall mean the Developer's or Contractor's, whichever is applicable, primary point of contact with CMD regarding the obligations of this LBE Utilization Plan.

"LBE Improvements" means, as applicable, (a) all Horizontal Improvements required or permitted to be made to the Project Site and carried out by Developer under the Development Agreement and (b) Workforce Buildings. LBE Improvements shall not include any (i) repairs, maintenance, renovations or other construction work performed on a Workforce Building after the City issues a certificate of occupancy for the applicable portion of the Workforce Building, (ii) specialized labor, (iii) work performed as a result of a threat to life, limb or property or other emergency or circumstances requiring immediate action, (iv) work required to be performed by employees of a vendor or manufacturer (or a specialty contractor retained by a vendor or manufacturer) to protect a manufacturer's or vendor's warranty or guarantee, (v) the construction of City-sponsored standalone affordable housing buildings or community, childcare or arts facilities or (vi) residential owner-contracted improvements in for-sale residential units.

"Subconsultant" shall mean a Person that has a direct contract with a Consultant to perform a portion of the Consultant's work for an LBE Improvement under such Consultant's Contract.

"Subcontractor" shall mean a Person that has a direct contract with a Contractor to perform a portion of the Contractor's work for an LBE Improvement under such Contractor's Contract.

"Workforce Buildings" means the following: (i) residential buildings, including associated residential units, common space, amenities, parking and back of house construction; (ii) commercial office, retail, parking buildings core & shell; and (iii) Initial Tenant Improvements for all commercial spaces in residential or commercial buildings (office, retail) which are 25,000 gross square feet (per square footage on building permit application) and above; in each case to be made to the Project Site to be carried out by Developer under the Development Agreement. Developer will use good faith efforts to hire LBEs for ongoing service contracts (e.g. maintenance, janitorial, landscaping, parking management, security etc.) within Workforce Buildings and advertise such contracting opportunities with CMD except to the extent impractical or infeasible. If a master association is responsible for the operation and maintenance of publicly owned improvements within the Project Site, CMD shall refer LBEs to such association for consideration with regard to contracting opportunities for such improvements. Such association will consider, in good faith such LBE referrals, but hiring decisions shall be entirely at the discretion of such association.

4. LBE Participation Goal. Developer agrees to participate in this LBE Utilization Plan and CMD agrees to work with Developer in this effort, as set forth in this LBE Utilization Plan. As long as

this LBE Utilization Plan remains in full force and effect, each Developer shall make good faith efforts as defined below to achieve an overall LBE participation goal of seventeen percent (17%) of the total cost of all Contracts for an LBE Improvement awarded to LBE Contractors, Subcontractors, Consultants or Subconsultants that are Small and Micro-LBEs, as set forth in Administrative Code Section 14B.8(A). Up to 2% of the aforementioned 17% LBE participation goal can be met with SBA-LBEs. Notwithstanding the foregoing, CMD's Director may, in his or her discretion, provide for a downward adjustment of the LBE participation requirement, depending on LBE participation data presented by the Developer and its team in quarterly and annual reports and meetings. Where, based on reasonable evidence presented to the Director by a party attempting to achieve the LBE participation goals, that there are not sufficient qualified Small and Micro-LBEs available, the Director may authorize the applicable party to satisfy the LBE participation goal through the use of Small, Micro or SBA-LBEs (as each such term is defined is employed in Chapter 14B of the Administrative Code), or may set separate subcontractor participation requirements for Small and Micro- LBEs, and for SBA-LBEs.

5. Developer Obligations. For each LBE Improvement, the Developer shall comply with the requirements of this LBE Utilization Plan as follows: upon entering into a Contract with a Contractor or Consultant, each Developer will include in each such Contract a provision requiring the Contractor or Consultant to comply with the terms of this LBE Utilization Plan, and setting forth the applicable percentage goal for such Contract, and provide a signed copy thereof (or a certification to OEWD regarding such compliance and percentage) to CMD within 10 business days of execution. Such Contract shall specify the notice information for the Contractor or Consultant to receive notice pursuant to Section 16. Each Developer shall identify a "LBE Liaison" as its main point of contact for outreach/compliance concerns. The LBE Liaison shall be a LBE Consultant with the experience in and responsible for making recommendations on how to maximize engagement of local small businesses/LBEs from disadvantaged communities including the 94124, 94134 and 94107 zip codes. The LBE Liaison shall be available to meet with CMD staff on a regular basis or as necessary regarding the implementation of this LBE Utilization Plan. For the term of the Development Agreement (or until the Contracts for all of a Developer's LBE Improvements have been executed and delivered), at least once per year, each Developer shall hold a public workshop for applicable contractor communities to publicize anticipated contracting opportunities for LBE Improvements for the succeeding year, which workshops may be held independently or in conjunction with each other (provided that no such workshop shall be required if no such opportunities are anticipated during such succeeding year). Each Developer will use good faith efforts to hire Small, Micro or SBA-LBEs for ongoing service contracts including janitorial, security and parking management contracts and advertise these contracting opportunities with the CMD except to the extent impractical or infeasible (e.g., a parking management contract cannot be broken down to allow two parking operators). Developer agrees to use good faith efforts to work with CMD to target qualified micro-LBEs contractors for appropriate opportunities to participate as consultants/contractors to Developer. If a Developer fulfills its obligations as set forth in this Section 5 and otherwise cooperates in good faith at CMD's request with respect to any meet and confer process or enforcement action against a non-compliant Contractor, Consultant, Subcontractor or Subconsultant, then it shall not be held responsible for the failure of a Contractor, Consultant, Subcontractor or Subconsultant or any other person or party to comply with the requirements of this LBE Utilization Plan.

6. Good Faith Efforts. City acknowledges and agrees that each Developer, Contractor, Subcontractor, Consultant and Subconsultant shall have the sole discretion to qualify, hire or not hire LBEs. If a Developer, Contractor, Subcontractor, Consultant or Subconsultant does not meet the LBE hiring

goal set forth above, it will nonetheless be deemed to satisfy the good faith effort obligation of this Section 6 and thereby satisfy the requirements and obligations of this LBE Utilization Plan if the Developer, Contractor, Subcontractor, Consultant or Subconsultant, as applicable, perform the good faith efforts set forth in this Section 6 with respect to LBE Improvements as follows:

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

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

c. Advertise. The Developer, Contractor, Consultant, Subcontractor or Subconsultant will advertise for at least 30 days prior to the opening of bids or proposals for professional services and contracting opportunities by publication through media focused on small businesses including through the City's SF City Partners Website (https://sfcitypartner.sfgov.org/pages/index.aspx). The Developer, Contractor, Consultant, Subcontractor or Subconsultant may advertise in local and trade publications focused on small businesses, allow subcontractors to attend outreach events, pre-bid meetings, and invite LBEs to submit bids to Developer or its prime Contractor or Consultant, as applicable. As Contractor deems necessary, convene pre-bid or pre-solicitation meetings no less than 15 days prior to the opening of bids and proposals for LBEs to ask questions about the selection process and 'technical specifications/requirements.

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

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

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

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

h. Good Faith/Nondiscrimination. Make good faith efforts to enter into Contracts with selected LBEs and give good faith consideration to bids and proposals submitted by LBEs.

Use nondiscriminatory selection criteria (for the purpose of clarity, exercise of subjective aesthetic taste in selection decisions for architect and other design professionals shall not be deemed discriminatory and the exercise of its commercially reasonable judgment in all hiring decisions shall not be deemed discriminatory).

i. Incorporation into contract provisions. Developer shall include in Contracts provisions that require prospective Contractors and Consultants that will be utilizing Subcontractors or Subconsultants to follow the above good faith efforts to subcontract to LBEs, including the overall LBE participation goal and any LBE percentage that may be required under such Contract. (Note: Developer/applicable tenants shall follow this program's Good Faith Efforts for Follow-on Tenant Improvements and services, but such work is not subject to the numerical LBE goal).

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

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

l. Quarterly and Annual Reports. During construction, the LBE Liaison(s) shall prepare a quarterly and annual report of LBE participation goal attainment and submit to CMD as required by Section 12 herein; and

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

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

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

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

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

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

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

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

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

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

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

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

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

- Outcomes with respect to Developer's efforts to engage (hire) local small businesses/LBEs from disadvantaged communities including the 94124, 94134 and 94107 zip codes.

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

14. Remedies. Notwithstanding anything to the contrary in the Development Agreement (including Attachment D to the Workforce Agreement), the following process and remedies shall apply with respect to any alleged violation of this LBE Utilization Plan:

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

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

    c. If a Developer, Contractor, Consultant, Subcontractor or Subconsultant is found to be in willful breach of the obligations set forth in this LBE Utilization Plan, assess against the noncompliant Developer, Contractor, Consultant, Subcontractor or Subconsultant liquidated damages not to exceed $25,000 or 5% of the Contract, whichever is less, for each such willful breach. In determining the amount of any liquidated damages to be assessed within the limits described above, the arbitrator or court of competent jurisdiction shall consider the financial capacity of the Developer, Contractor, Consultant, Subcontractor or Subconsultant. For purposes of this paragraph, "willful breach" means a knowing and intentional breach.

    d. For all other violations of this LBE Utilization Plan, the sole remedy for violation shall be specific performance, without the limits with respect thereto in Section 9.3 of the Development Agreement.

15. Duration of this Agreement. This LBE Utilization Plan shall terminate (i) as to each work of Horizontal Improvement where work has commenced under the Development Agreement, upon Completion (as defined in the Development Agreement) of such Horizontal Improvement; (ii) as to each Workforce Building, upon the issuance of the initial certificate of occupancy for such Workforce Building (i.e., upon completion of the Workforce Building); (iii) as to all Initial Tenant

Improvements and Follow-on Tenant Improvements, ten (10) years after issuance of the first temporary certificate of occupancy for the Workforce Building in which the Initial Tenant Improvements or Follow-on Tenant Improvements are located; and (iv) as to any Horizontal Improvements or Workforce Building for which construction has not commenced before the termination of the Development Agreement, upon the termination of the Development Agreement. Upon such termination, this LBE Utilization Plan shall be of no further force and effect.

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

If to CMD: _____
_____
_____
Attn: _____

If to Contractor: _____
_____
_____
Attn: _____

If to Consultant: _____
_____
_____
Attn: _____

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

Attachment D

Dispute Resolution

Arbitration

Any dispute involving the alleged breach or enforcement of this Workforce Agreement (excluding disputes relating to a First Source Hiring Agreement or the applicable City ordinances, which shall be resolved in accordance with their respective terms) shall be submitted to arbitration in accordance with this Attachment D.

The arbitration shall be submitted to the American Arbitration Association, San Francisco, California office ("AAA") which will use the Commercial Rules of the AAA then applicable, but subject to the further revisions. If there is a conflict between the Commercial Rules of the AAA and the arbitration provisions in this Attachment D, the arbitration provisions of this Attachment D shall govern. The arbitration shall take place in the City and County of San Francisco.

Demand for Arbitration

The party seeking arbitration shall make a written demand for arbitration *("Demand for Arbitration")*. The Demand for Arbitration shall contain at a minimum: (1) a cover letter demanding arbitration under this provision and identifying the entities believed to be involved in the dispute; (2) a copy of the notice of default, if any, sent from one party to the other; (3) any written response to the notice of default; and (4) a brief statement of the nature of the alleged default.

Parties' Participation

All persons or entities affected by the dispute (including, as applicable, OEWD, Developer, Construction Contractor, Covered Contractor or Contractor and their respective Subcontractors) shall be made "**Arbitration Parties**". Any such person or entity not named as an Arbitration Party in the Demand for Arbitration may intervene as an Arbitration Party and in turn may name any other such affected person or entity as an Arbitration Party; provided that, upon request by any party, the arbiter may dismiss such party if it is not reasonably affected by the dispute.

OEWD Request to AAA

Within seven (7) Business Days after service or receipt of a Demand for Arbitration, OEWD shall transmit to AAA a copy of the Demand for Arbitration and any written response thereto from an Arbitration Party. Such material shall be made part of the arbitration record.

Selection of Arbitrator

One arbitrator shall arbitrate the dispute. The arbitrator shall be selected from the panel of arbitrators from AAA by the Arbitration Parties in accordance with the AAA rules. The parties shall act diligently in this regard. If the Arbitration Parties fail to agree on an arbitrator within seven (7) Business Days from the receipt of the panel, AAA shall appoint the arbitrator. A condition to the selection of any arbitrator shall be the arbitrator's agreement to: (i) submit to all Arbitration Parties the disclosure statement required under California Code of Civil Procedure Section 1281.9; and (ii) render a decision within thirty (30) days from the date of the conclusion of the arbitration hearing.

Setting of Arbitration Hearing

A hearing shall be held within ninety (90) days of the date of the filing of the Demand for Arbitration with AAA, unless otherwise agreed by the Arbitration Parties. The arbitrator shall set the date, time and place for the arbitration hearing(s) within the prescribed time periods by giving notice by hand delivery or first class mail to each Arbitration Party.

Discovery

In arbitration proceedings hereunder, discovery shall be permitted in accordance with Code of Civil Procedure §1283.05 as it may be amended from time to time.

California Law Applies

California law, including the California Arbitration Act, Code of Civil Procedure Part 3, Title 9, §§ 1280 through 1294.2, shall govern all arbitration proceedings in the Workforce Agreement.

Arbitration Remedies and Sanctions

The arbitrator may impose only the remedies and sanctions set forth below:

a. Order specific, reasonable actions and procedures to mitigate the effects of the non-compliance and/or to bring any non-compliant Arbitration Party into compliance with the Workforce Agreement.

b. Require any Arbitration Party (other than Developer) to refrain from entering into new contracts related to work covered by the applicable sections of the Workforce Agreement, or from granting extensions or modifications to existing contracts related to services covered by the applicable sections of the Workforce Agreement, other than those minor modifications or extensions necessary to enable completion of the work covered by the existing contract.

c. Direct any Arbitration Party to cancel, terminate, suspend or cause to be cancelled, terminated or suspended, any contract or portion(s) thereof for failure of any Arbitration Party to comply with any of the requirements in this Workforce Agreement. Contracts may be continued upon the condition that a program for future compliance is approved by OEWD. If any Arbitration Party is found to be in willful breach of its obligations hereunder, the arbitrator may impose a monetary sanction not to exceed Twenty Five Thousand Dollars ($25,000.00) or five percent (5%) of the base amount of the breaching party's contract, whichever is less, provided that, in determining the amount of any monetary sanction to be assessed, the arbitrator shall consider the financial capacity of the breaching party. No monetary sanction shall be imposed pursuant to this paragraph for the first willful breach of the Workforce Agreement unless the breaching party has failed to cure after being provided written notice and a reasonable opportunity to cure. Monetary sanctions may be imposed for subsequent uncured willful breaches by any Arbitration Party whether or not the breach is subsequently cured. For purposes of this paragraph, *"willful breach"* means a knowing and intentional breach.

d. Direct any Arbitration Party to produce and provide to OEWD any records, data or reports which are necessary to determine if a violation has occurred and/or to monitor the performance of any Arbitration Party.

10. ***Arbitrator's Decision***

The arbitrator will normally make his or her award within twenty (20) days after the date that the hearing is completed but in no event past thirty (30) days from the conclusion of the arbitration hearing; provided that where a temporary restraining order is sought, the arbitrator shall make his or her award not later than twenty-four (24) hours after the hearing on the motion. The arbitrator shall send the decision by certified or registered mail to each Arbitration Party and shall also copy all Arbitration Parties by email (if email addresses are provided).

11. ***Default Award; No Requirement to Seek an Order Compelling Arbitration***

The arbitrator may enter a default award against any person or entity who fails to appear at the hearing, provided that: (1) the person or entity received actual written notice of the hearing; and (2) the complaining party has a proof of service for the absent person or entity. In order to obtain a default award, the complaining party need not first seek or obtain an order to arbitrate the controversy pursuant to Code of Civil Procedure§1281.2.

12. ***Arbitrator Lacks Power to Modify***

Except as expressly provided above in this Attachment D, the arbitrator shall have no power to add to, subtract from, disregard, modify or otherwise alter the terms of the Workforce Agreement or to negotiate new agreements or provisions between the parties.

13. ***Jurisdiction/Entry of Judgment***

The inquiry of the arbitrator shall be restricted to the particular controversy which gave rise to the Demand for Arbitration. A decision of the arbitrator issued hereunder shall be final and binding upon all Arbitration Parties. The prevailing Arbitration Party(ies) shall be entitled to reimbursement for the arbitrator's fees and related costs of arbitration. If a Subcontractor is the losing party and fails to pay the fees within 30 days, then the applicable Construction Contractor, Covered Contractor or Contractor (for whom that Subcontractor worked) shall pay the fees. Each Arbitration Party shall pay its own attorneys' fees, provided, however, those attorneys' fees may be awarded to the prevailing party if the arbitrator finds that the arbitration action was instituted, litigated, or defended in bad faith. Judgment upon the arbitrator's decision may be entered in any court of competent jurisdiction.

14. ***Exculpation***

Except as set forth in Section 13 of this Attachment D, each Arbitration Party shall expressly waive any and all claims against OEWD and the City for costs or damages, direct or indirect, relating to this Workforce Agreement or the arbitration process in this Attachment D, including but not limited to claims relating to the start, continuation and completion of construction.

Exhibit G
Infrastructure Plan

Infrastructure Plan

Potrero Power Station
SAN FRANCISCO, CALIFORNIA

January 8, 2020

CARLSON, BARBEE & GIBSON, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS

2633 CAMINO RAMON, SUITE 350 • SAN RAMON, CALIFORNIA 94583 • (925) 866-0322 • www.cbandg.com
SAN RAMON • SACRAMENTO

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Appendix E – Large Vehicle Movements

Appendix F – Bus Route Turning Movements

Appendix G – Fire Truck Turning Movements

Appendix H – Fire Access Criteria Memorandum

These appendices are for reference only and are not approved as part of the Infrastructure Plan approval. Please find the Appendices available for review and download at:

https://www.dropbox.com/sh/ufipjvvkzpnxicn/AADRwXbwhtIDLnT-tuHC8NeJa?dl=0

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1 INTRODUCTION

1.1 Purpose

The Infrastructure Plan ("Plan") describes the required infrastructure improvements to be constructed to support the Potrero Power Station Project ("Project"). The Plan outlines the infrastructure related elements of the Project's sustainability, environmental remediation, demolition, corrective geotechnical measures, site grading, street and multi–modal transportation improvements, open space and park improvements, potable water system, auxiliary water system, non-potable water system, combined sewer system, separated sanitary sewer system, separated storm drain system, stormwater management controls, and dry utility system. The Plan also identifies the responsible parties for the design, construction and operation of the infrastructure.

1.2 Site Location and Areas

The Project area is approximately 29 acres located along San Francisco's Central Waterfront. The Project site is generally bound by 22nd Street to the north, the San Francisco Bay to the east, 23rd Street to the south and Illinois Street to the west. The Project location is depicted on Figure 1.0.

The Project area is comprised of the following properties which are depicted in Figure 1.1:

- ***Power Station Sub-Area*** – approximately 21.0 acres, consisting of Assessor's Block 4175/Lot 002 and Lot 017, and Block 4232/Lot 001 and Lot 006; currently owned by the project sponsor. This sub-area includes a large portion of the site of the former power station formerly owned and operated by the Pacific Gas & Electric Company ("PG&E") and by NRG Potrero LLC and their predecessors.

- ***PG&E Sub-Area*** – approximately 4.8 acres, consisting of a portion of Assessor's Block 4175/Lot 018 and owned by PG&E, located in the northwest corner of the Project Site, and also a portion of the site of the former power station.

- ***Port Sub-Area*** – approximately 2.4 acres owned by the City and County of San Francisco ("the City") through the Port of San Francisco ("Port"), consisting of three noncontiguous areas. The largest area is 1.4 acres located between the Power Station sub-area and the Bay, and also includes the area of the proposed recreational dock; the second largest is 1 acre, located along 23rd Street between the Power Station sub-area and Illinois Street; the smallest piece is less than one tenth of an acre, located on the northeast corner of the site next to the Bay.

- ***Southern Sub-Area*** – approximately 0.2 acres consisting of a portion of Assessor's Block 4232/Lot 010 and owned by Harrigan Weidenmuller Company, located south of the Power Station sub-area along 23rd Street.

- ***City Sub-Area*** – the City owns a triangular-shaped area and a strip of land along the and the southern side of 23rd Street between the Power Station sub-area and Illinois Street approximately 0.35 acres.

The redevelopment of PG&E sub-area is subject to PG&E's long-range facilities planning. Portions of the sub-area may or may not ultimately be redeveloped. This Plan assumes the redevelopment of this entire sub-area such that the infrastructure could support the full development program contemplated.

1.3 Proposed Land Uses

The Project includes the redevelopment of the project site into a mixed-use development including residential, commercial, hotel, community facility, PDR, retail and other active uses, and parking. The Project will also include public access areas and open spaces as well as a grid of public streets and private alleys.

Overall, the proposed Project will construct up to approximately 5.4 million gross square feet (gsf), of uses, including between approximately 2.4 and 3.0 million gsf of residential uses (about 2,400-3,000 dwelling units), between approximately 1.2 and 1.9 million gsf of commercial uses (office, R&D/life science, retail, hotel, and PDR), approximately 965,000 gsf of parking, approximately 50,000 gsf of community facilities, and approximately 25,000 gsf of entertainment/assembly uses. Most new buildings will range in height from 65-180 feet, with one building at 240 feet. Approximately 7 acres will be devoted to publicly accessible open space. The proposed range of development programs is outlined in Table 1.1.

Table 1.1: Proposed Development Program Scenarios

Proposed Building Use	Proposed Project Program	Maximum Residential Development Program	Maximum Commercial Development Program	Project Variant Program (Preferred Project)	Project Variant Program (Max Residential)
Residential	2,682 units / 2,682,427 sf	3,014 units / 3,014,376 sf	2,441 units / 2,441,667 sf	2,601 units / 2,522,970 sf	2,748 units / 2,669,778 sf
Commercial (Hotel)	241,574 sf	0 sf	241,574 sf	241,574 sf	0 sf
Commercial (Office)	597,723 sf	421,952 sf	814,240 sf	814,240 sf	814,240 sf
Commercial (Research and Development)	645,738 sf	645,738 sf	645,738 sf	645,738 sf	645,738 sf
Commercial (Retail)	107,439 sf	107,439 sf	107,439 sf	99,464 sf	99,464 sf
Commercial (PDR)	45,040 sf	45,040 sf	45,040 sf	35,000 sf	35,000 sf
Community Facilities	100,938 sf	100,938 sf	100,938 sf	50,000 sf	50,000 sf
Assembly / Entertainment	25,000 sf	25,000 sf	25,000 sf	25,000 sf	25,000 sf
Parking	921,981 sf	931,614 sf	902,856 sf	965,458 sf	992,785 sf
Publicly Accessible Open Space	6.2 acres	6.2 acres	6.2 acres	6.9 acres	7.15 acres

The land use program may be adjusted in the future provided that it remains within the limits analyzed under the Project EIR. The Project utility demands and infrastructure requirements have been evaluated based on the development program that results in the highest utility demand – the Maximum Residential development program. Accordingly, future adjustments are not anticipated to significantly change the overall Project utility demands or general infrastructure requirements outlined in this Plan.

1.4 Infrastructure Plan Overview

The Infrastructure Plan defines the required infrastructure to be provided by the Developer to support the development of the Project. The Plan includes the required infrastructure within the Project site and off-site within the vicinity of the Project site. The obligations for design, construction, operation and acceptance of the required infrastructure are described in the Plan.

1.5 Companion Document (D4D)

The design of the Project is guided by the Design for Development ("D4D") and Infrastructure Plan that together make up the Master Plan documents. The D4D sets the vision, standards and guiding principles for the redevelopment of the site as an urban, mixed-use, waterfront neighborhood. It contains the controls relating to the design of streets, open spaces and buildings. It also outlines sustainability features and identifies transportation strategies to encourage walking, biking and transit use. Specifically, Section 3 – Open Space and Section 4 – Streets of the D4D are carefully coordinated with the infrastructure systems described in this Plan.

1.6 Master Utility Plans

Master Utility Plans ("MUP") will be prepared based upon this Infrastructure Plan. The MUPs will provide further details of the site grading and utility systems, including utility modeling. The MUPs will be processed with the SFPUC prior to other SFPUC required submittals including the Basis of Design or first Improvement Plan approvals (see Section 1.10), whichever is first. The Basis of Design is a report that outlines project requirements, design criteria, necessary design exceptions and presents preliminary drawings for each utility system.

1.7 Property Dedication and Easements

The proposed public infrastructure described in the Plan will be constructed within public right-of-way or dedicated public easement areas. Easement areas within privately owned lands associated with utilities will provide for access and maintenance of infrastructure facilities. Easement areas within privately owned lands associated with the private alleys and open spaces will provide for emergency and public access within these corridors. The establishment of proposed parcels, rights-of-ways, easements, street vacations, dedication and acceptance of streets and other infrastructure will occur through the subdivision map process in accordance with the San Francisco Subdivision Code and San Francisco Subdivision Regulations.

The existing ownership of 23rd Street within the Project varies. The western half of 23rd Street is existing public right-of-way. The eastern half is a private street encumbered with access easements in favor of the properties to the south. Except for the addition of curbs to direct stormwater, the street design maintains the existing configuration of loading docks on the south side of the street. Pedestrians are directed to the sidewalk on the north side of the street, across from loading activities. The street is intended to be constructed to public street standards and is proposed to be a public street with Department of Public Works approval.

If the eastern half of 23rd Street remains as a private street, some of the public utility systems would be re-routed to not occupy this private street. See Section 18 providing a description of this scenario and the adjustments to the utility system configurations. See Table 8.1 outlining the proposed street widths and components for the various segments of 23rd Street.

Subject to approval, public utilities within easements may be allowed within the Project as necessary to provide infrastructure and services to the Project. These public utilities within easements on private property will be reviewed by the SFPUC to confirm full access for maintenance and repair of the utility facilities, including provision of minimum H-20 loading for maintenance access roads. The utilities will be installed in accordance with applicable City regulations for public acquisition and acceptance within dedicated public service easement areas. The proposed easements are depicted on Figure 1.2.

A tentative map will be prepared for the Project. Subsequently, final maps will be submitted depicting the public rights-of-ways prior to permits for each Phase of infrastructure. Final maps for each parcel, or group of adjacent parcels, will be submitted for each development phase.

1.8 Project Datum

The Infrastructure Plan is based upon the San Francisco Vertical Datum 13 ("SFVD13"). The SFVD13 Datum is equivalent to the North American Vertical Datum 1988 ("NAVD 88").

1.9 Applicability of Codes and Infrastructure Standards

The Infrastructure Plan may be modified in the future to the extent that future modifications are in accordance with the current City of San Francisco Subdivision Regulations – Appendix B and are accepted by the City.

1.10 Project Phasing

The Project is anticipated to be implemented in multiple Phases. See Figure 1.3 depicting the anticipated Phases of infrastructure and development. Each Phase will include Development Parcel(s) and associated Infrastructure (Phased Infrastructure) to facilitate the incremental build-out of the Project. Phased Infrastructure will be defined in the Phase Applications and associated Improvement Plans and Public Improvement Agreements for each Phase to be approved by the City prior to filing final maps for the associated Development Parcel(s).

Phased Infrastructure must be designed and constructed to create complete systems within each Phase. Additionally, demolition and construction of each phase must ensure service can be continuously provided to any existing customers. There are components of the Phased Infrastructure, as described in the Infrastructure Plan, such as abatement, demolition, environmental management, grading, geotechnical improvements and utility connections that may be required or desired outside the Phase in which it is designated. The Phased Infrastructure may include deferring sidewalk and street planting zones until the building construction on adjacent Development Parcel(s) is completed. Deferred infrastructure will require written request from the Developer and approval from the Director of Public Works. The proposed improvements will not be accepted by the City prior to deferred improvements being completed.

The Improvement Plans will depict the proposed infrastructure system configurations to be constructed with each Phase. The Improvement Plans will identify existing and proposed infrastructure, temporary and permanent connections, and demonstrate how service will be preserved to any existing adjacent occupied areas.

Construction of each proposed Development Parcel and associated Phased Infrastructure may impact site accessibility. During construction of each Development Parcel and associated Phased Infrastructure, interim access shall be provided and maintained for active utility access and emergency vehicles, subject to San Francisco Fire Department ("SFFD") requirements, as necessary. Within active streets to remain open, pedestrian access shall be maintained on at least one side where adjacent to an active construction area.

The key components of the Phased Infrastructure are outlined as follows:

Phase 0

- Demolition and Abatement of existing structures, private utilities and surface improvements, for the entire Project site except the PG&E Sub-Area.
- Site Grading establishing the street subgrade elevations and Development Parcel rough pad elevations (excluding below grade garage excavations), for the entire Project site except the PG&E Sub-Area.
- Demolition, abatement and site grading for the Tank Farm Area will be completed at the time environmental remediation of this area is complete.
- Demolition, abatement and site grading for the PG&E Sub-Area will be completed at the time the land becomes available.

Phase 1

- 23rd Street from Illinois Street to Waterfront Open Space.
- Humboldt Street from Maryland Street to the Waterfront Open Space.
- Maryland Street from 23rd Street to Humboldt Street.
- Delaware Street from 23rd Street to Humboldt Street.
- Traffic signal at 23rd Street and Illinois Street.
- Low Pressure Water System within Phase 1 public streets with points of connection to existing pipelines in 23rd Street at Maryland Street, and 23rd Street at Delaware Street.
- Low Pressure Water System second point of connection will be provided by an interim connection through Humboldt Street and/or Georgia Street connecting to the existing pipeline in either Illinois Street or 22nd Street, respectively. The selected corridor for this interim connection is subject to coordination with PG&E and review by the City.
- An access road capable of supporting active utility access and emergency vehicles will be provided along the interim low-pressure water line to Illinois Street or 22nd Street providing a second point of emergency access to Phase 1.
- Non-Potable Water System within Phase 1 public streets with potential Local District or Centralized Wastewater Treatment Plant on Block 8 supplying non-potable water to the system.
- AWSS connecting to existing pipeline at 3rd Street and 23rd Street intersection, extending in 23rd Street to Maryland Street and within Maryland Street from 23rd Street to Humboldt Street.
- Separated sanitary sewer system within Phase 1 public streets including the sanitary sewer pump station located near Delaware Street.
- Separated storm drain system within Phase 1 public streets including stormwater management controls and a stormwater outfall to the Bay.

Phase 1 *(Continued)*

- Dry Utility System within Phase 1 public streets.
- Power Station Park between Maryland Street and Delaware Street.
- Waterfront Park except for the area between Block 4 and Bay Trail.
- Grading within each Phase 1 Development Parcel for below grade parking, if necessary, and final building and / or open space elevations.

Phase 2

- Humboldt Street from Louisiana Street to Maryland Street.
- Low Pressure Water System within Humboldt Street.
- Non-Potable Water System within Humboldt Street with potential Local District Wastewater Treatment Plant on Block 7 supplying non-potable water to the Non-Potable Water system.
- Separated sanitary sewer system within Humboldt Street.
- Separated storm drain system within Humboldt Street including stormwater management controls.
- Dry Utility System within Humboldt Street.
- Power Station Park West between Maryland Street and Louisiana Paseo.
- Grading within each Development Parcel for below grade parking, if necessary, and final building and / or open space elevations.

Phase 3

- Maryland Street from Humboldt Street to Craig Lane.
- Delaware Street from Humboldt Street to Craig Lane.
- Craig Lane from Maryland Street to Delaware Street.
- Low Pressure Water System within Maryland Street.
- AWSS within Maryland Street.
- Separated sanitary sewer system within Maryland Street.
- Separated storm drain system within Maryland Street including stormwater management controls.
- Dry Utility System within Maryland Street.
- Waterfront Park, between Block 4 and the Bay.
- Grading within each Development Parcel for below grade parking, if necessary, and final building and / or open space elevations.

Phase 4

- Georgia Lane from 23rd Street to Humboldt Street.
- Humboldt Street from Louisiana Street to Georgia Street
- Low Pressure Water System within Phase 4 public streets.

Phase 4 *(Continued)*

- Non-Potable Water System within Phase 4 public streets with potential Local District Wastewater Treatment Plant on Block 5 supplying non-potable water to the Non-Potable Water system.
- Combined Sewer System within Georgia Lane.
- Stormwater management controls within Phase 4 public streets. Dry Utility System within Phase 4 public streets.
- Louisiana Paseo
- Grading within each Development Parcel for below grade parking, if necessary, and final building and / or open space elevations.

Phase 5

- Louisiana Street from Humboldt Street to Craig Lane.
- Craig Lane from Maryland Street to Georgia Street.
- Georgia Street from Humboldt Street to 22nd Street.
- Low Pressure Water System within Phase 5 public streets with permanent point of connections to the existing pipelines in 22nd Street.
- Combined Sewer System within Phase 5 public street.
- Stormwater management controls within Phase 5 public streets.
- Dry Utility System within Phase 5 public streets.
- Potential Local District Wastewater Treatment Plants on Block 1 supplying non-potable water to the Non-Potable Water system.
- Grading within each Development Parcel for below grade parking, if necessary, and final building and / or open space elevations.

Phase 6

- Humboldt Street from Georgia Street to Illinois Street.
- Traffic signal at Humboldt Street and Illinois Street.
- Low Pressure Water System within Phase 6 public streets with permanent point of connections to the existing pipelines in Illinois Street.
- Non-Potable Water System within Phase 6 public streets with potential Local District Wastewater Treatment Plant on Block 13 supplying non-potable water to the system.
- Combined Sewer System within Phase 6 public street.
- Stormwater management controls within Phase 6 public streets.
- Dry Utility System within Phase 6 public streets.
- Illinois Plaza
- Grading within each Development Parcel for below grade parking and final building and / or open space elevations.

1.11 Acceptance of Phased Infrastructure

Any acceptance of street and other infrastructure improvements will occur according to the San Francisco Subdivision Code and San Francisco Subdivision Regulations, unless otherwise approved as an exception by the City. The City shall accept full, complete, and functional streets and infrastructure as designed in conformance with the Subdivision Regulations and utility standards, and constructed in accordance with the project plans and specifications, subject to any design modifications or exceptions that may be authorized by the Public Works Director with consent of affected City department, as detailed under the San Francisco Subdivision Code and regulations.

Utilities and other infrastructure improvements to be offered by the Developer for City acceptance cannot rely on utilities constructed to a temporary standard. Any offer of utilities that rely on utilities constructed to a non-permanent standard will require authorization by the Public Works Director with the consent of the affected City department. This is anticipated for the Low-Pressure Water System point of connection through the PG&E Sub-Area with Phase 1. This is necessary to provide a reliable potable and fire water system for the first phase and until a permanent connection is made in later phases.

With the consent of the City, select portions of Phased Infrastructure to be offered by the Developer for City acceptance may rely upon existing infrastructure that is required to be replaced in a subsequent Phase provided the existing infrastructure adequately serves the present Phase demands and subject to written approval of applicable City department(s), consistent with San Francisco Subdivision Regulations. Upon any replacement of existing infrastructure beyond the current phase limits, the newly accepted infrastructure will require monitoring and re-inspection at the Developer's expense, as described in Section 4.3, Phases of Demolition and Abatement.
Phased Infrastructure may include improvements within the Project, but outside of the current Phase boundary and within a subsequent Phase area. The City will not accept the Phased Infrastructure that is constructed outside of the phase boundary until that subsequent phase of infrastructure is completed.

1.12 Operation and Maintenance

Under formal acceptance of public infrastructure installed by the Developer, the City will be responsible for maintenance of the infrastructure installed by the Developer, except as otherwise agreed to in writing by the Developer and the City. A maintenance agreement, as required by the Public Improvement Agreement (PIA), will be prepared in conjunction with the first phase of Improvement Plans and may be subject to a Major Encroachment Permit ("MEP").

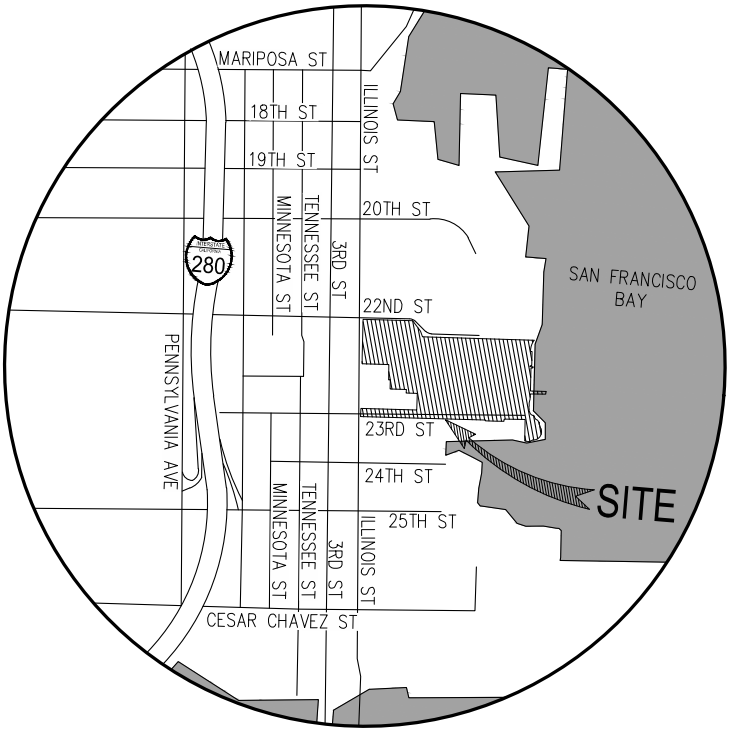


Figure 1.0 Site Location

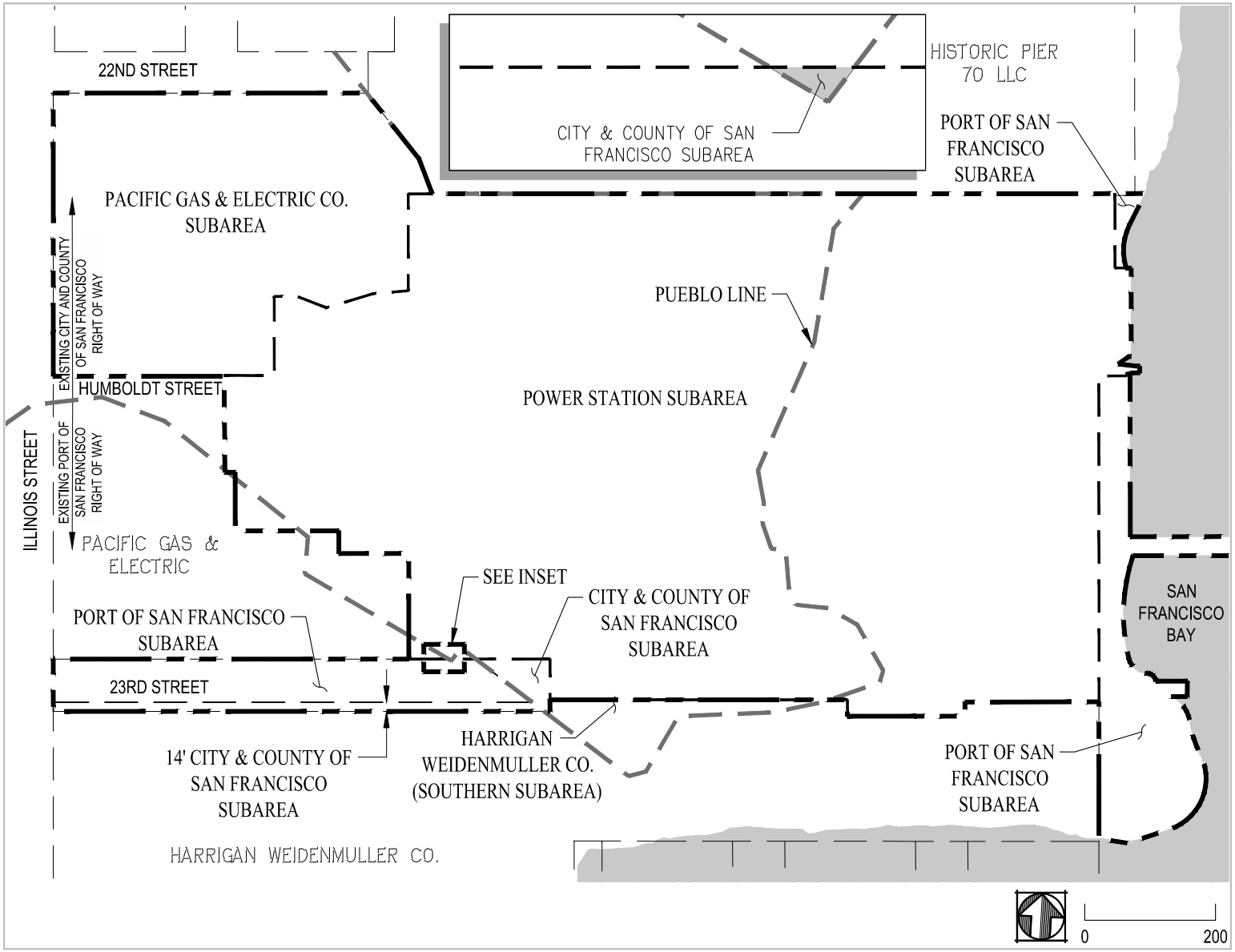


Figure 1.1 Project Areas

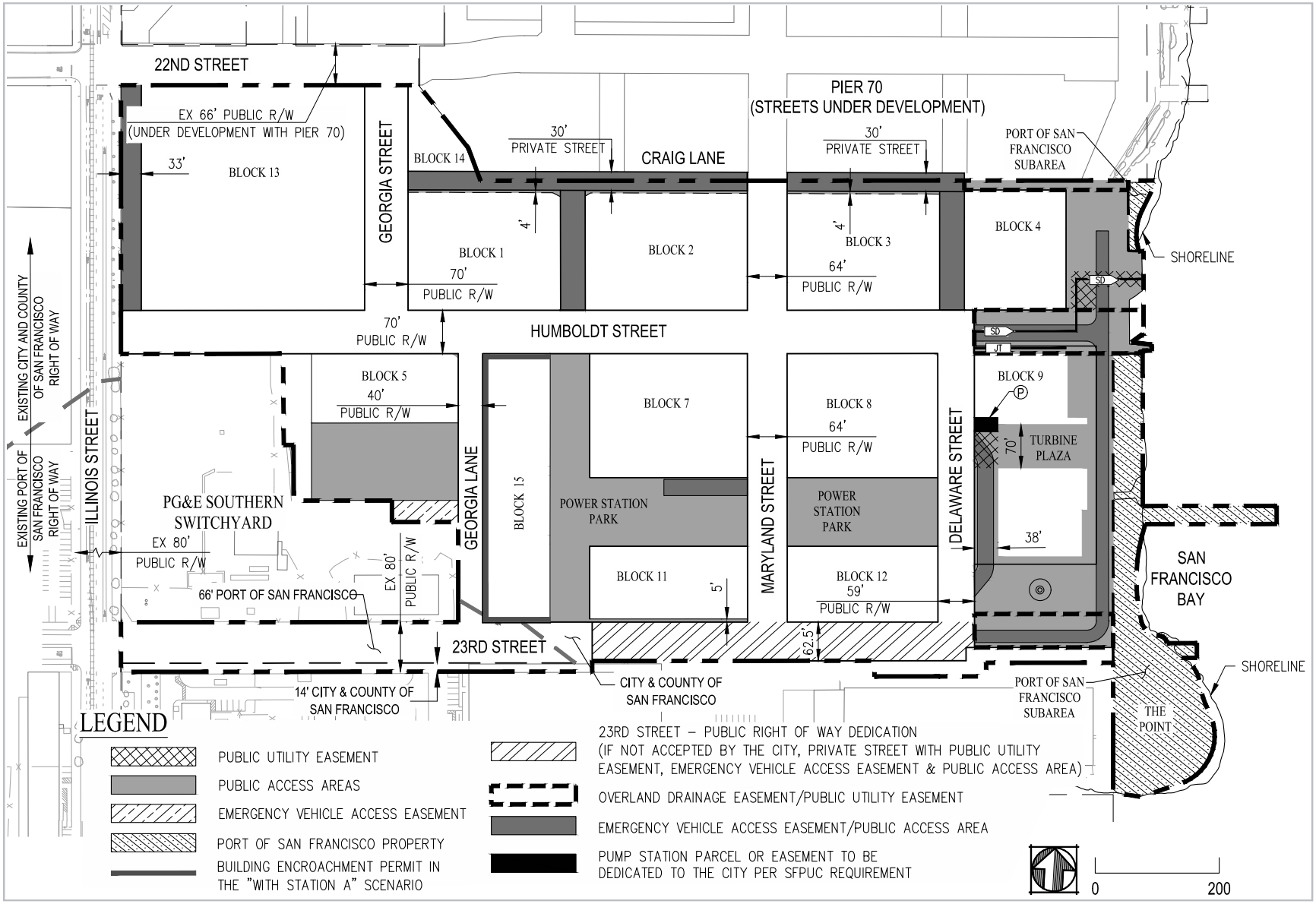


Figure 1.2 Property Dedications and Easements

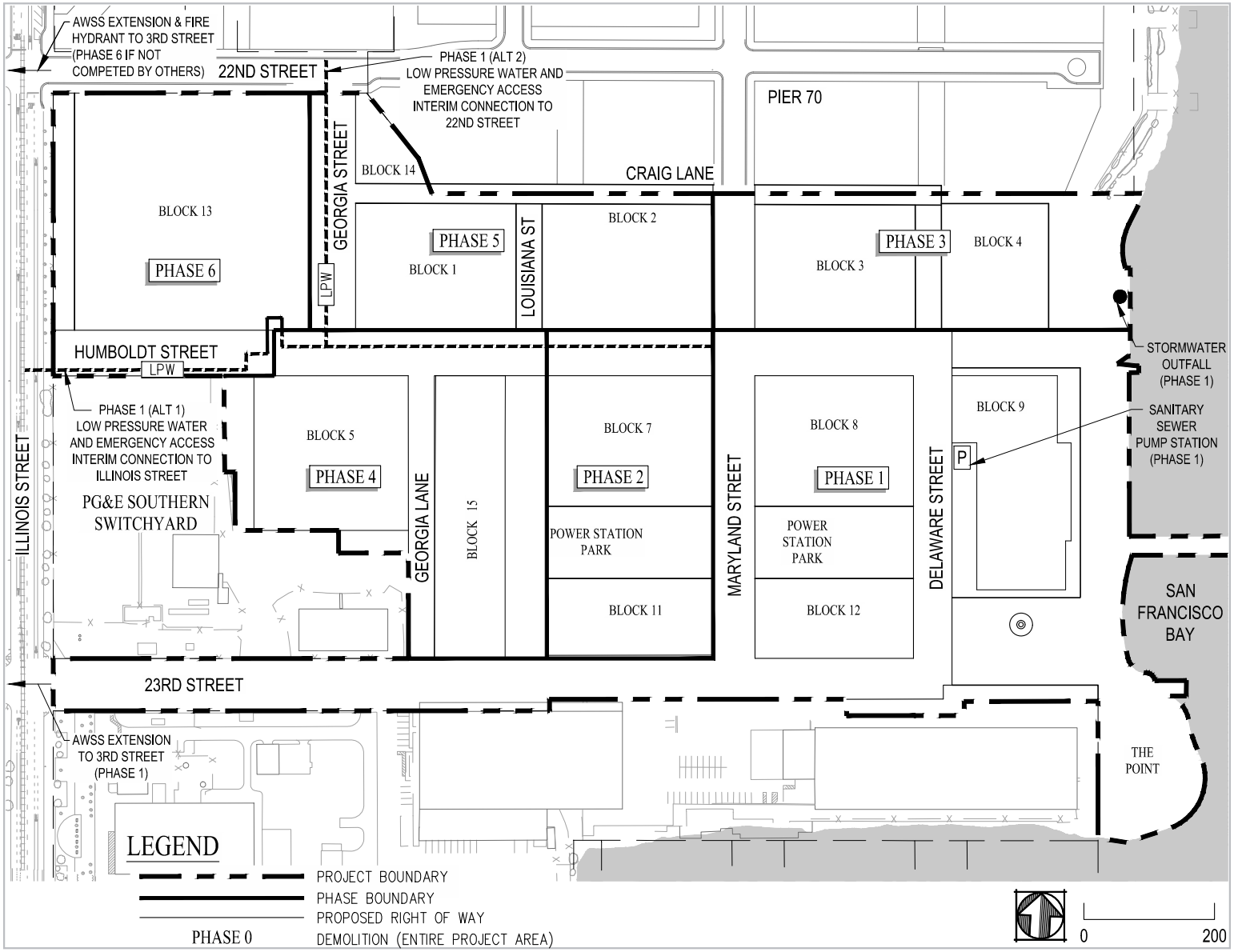


Figure 1.3 Project Phasing

2 SUSTAINABILITY

2.1 Sustainable and Resilient Infrastructure

The Project will include a variety of sustainable and resilient design elements integrated into the infrastructure design. The infrastructure systems will be designed to support Site and Bay ecosystems, promoting the return of biodiversity to the Project Area. A summary of the key sustainable infrastructure design strategies are as follows:

Section 3 – Environmental Management

- Environmental remediation to satisfy all applicable statutory and regulatory requirements for the proposed land uses.

Section 4 – Site Demolition

- Demolition and abatement of identified unusable structures.
- Reuse of select historic structures to current seismic, structural, and code requirements.
- Demolition or abandonment of sub-standard utility infrastructure. To the extent feasible the un-used existing utilities within future public rights-of-way will be removed.
- Recycle materials on-site where feasible.
- Target minimum of 65% diversion from landfill of construction and demolition debris that is not contaminated.

Section 5 – Sea Level Rise and Adaptive Management Strategy

- Streets and open spaces designed to provide built-in resilience for long term protection against a 100-year storm surge plus sea level rise up to 6.9 feet. Buildings will also have an additional 1-foot of freeboard in accordance with the San Francisco Floodplain Management Ordinance.
- Financing mechanism established to fund continuing monitoring and future improvements at the Project site to adapt to amounts of sea level rise beyond 6.9 feet.
- See Section 5 for discussion of the Project's sea level rise protection strategy.

Section 6 – Geotechnical Conditions

- Geotechnical improvements to improve seismic and shoreline stability.

Section 7 – Site Grading and Drainage

- Grading and drainage designs to provide built-in long-term protection and future adaptability to address sea level rise.
- Erosion and sedimentation control measures during construction will be implemented consistent with an approved Storm Water Pollution Prevention Plan for the site during grading and construction to protect and control run-off to the Bay.

Section 8 – Street and Transportation

- New infrastructure and facilities to improve circulation and safely support all transportation modes such as walking, bicycles, buses, and shuttles to regional transit hubs.
- Establish an accessible neighborhood that prioritizes walking, biking and transit.
- New public bicycle and pedestrian paths to provide connection to open spaces to support safety of bicycles and pedestrians.
- Selection of Street Trees that support Site and Bay ecosystems.

Section 9 – Open Space and Parks

- New parks and recreational facilities that will complement the existing neighborhood and citywide open space network.
- Selection of plants and trees that support Site and Bay ecosystems and habitats.

Section 11 – Low Pressure Water System

- New reliable potable water system.
- Use of water conservation fixtures and non-potable water use to reduce potable water demands.

Section 12 – Non-Potable Water System

- Use of graywater, and potentially blackwater and rainwater, to meet non-potable water demands including irrigation, flushing and cooling towers.
- Wastewater collection and treatment plants, either multiple local district plants or one centralized plant, will treat wastewater generated within certain development blocks to comply with Article 12C of the San Francisco Health Code and deliver to Development Parcels through a new private non-potable water distribution system located either within the public right-of-way or through privately-owned parcels. (Note that an

encroachment permit from the Department of Public Works would be required under this option and an exception from the Recycled Water Use Ordinance); or

Section 12 – Non-Potable Water System *(Continued)*

- In the event the City constructs a regional recycled water treatment facility that provides recycled water to the Project Site and surrounding areas, the proposed project may elect to connect to this system, delivering recycled water to Development Parcels through a new public recycled water distribution system within the public right-of-way. In this case, the project would not construct separate wastewater diversion, treatment and reuse systems on private parcels.
- Potential Shared District Thermal Energy Plants to recover waste heat and utilize it for heating and cooling to further reduce the Project energy demand and water demand for mechanical uses.

Section 13 – Auxiliary Water Supply System ("AWSS")

- New AWSS to improve reliability of fire suppression systems and enhance resiliency during a seismic event.

Section 14 – Separated Sanitary Sewer System

- New low flow fixtures minimizing the Project demand to the existing sanitary sewer system.
- Complete replacement of aged existing collection system of private sanitary sewer pipelines, thereby avoiding exfiltration of sanitary sewer flows to ground water.
- Site grading design to provide physical protection and delineations between the combined sewer and separated storm drain areas, and to provide additional protection from potential overflows from the combined sewer system to the Bay.

Section 15 – Storm Drain System

- New storm drain collection system designed for long term protection from flooding and adaptability for sea level rise.
- Separated storm drain pipelines will be designed to convey the stormwater flows from a 5-year / 3-hour design storm with appropriate freeboard, and the public streets will be designed to convey the stormwater flows from a 100-year / 3-hour design storm below the top of curb elevation, using a starting tail water of the FEMA Base Flood Elevation plus 24 inches of sea level rise.

Section 16 – Stormwater Management

- Eliminate the industrial discharges to Bay from the historic existing uses within the Site.
- Stormwater management controls within the western watershed included in buildings, street designs and open spaces to reduce runoff rate and volume impacting the City Combined Sewer System and without increasing system overflows.
- Stormwater management controls within the eastern watershed included in street designs, buildings and open spaces to provide water quality treatment and trash capture prior to discharge to the Bay.
- Building rooftops to include Living Roofs in accordance with the Better Roofs Ordinance.
- Selection of plantings within green infrastructure that support Site and Bay ecosystem.

Section 17 – Dry Utilities Systems

- Replace overhead electrical distribution with an underground joint trench distribution system.
- New power, gas and communication systems to serve the Project.
- Installation of photovoltaics on building rooftops in accordance with the Better Roofs Ordinance for renewable generation, of type and quantity as approved by the power provider.
- Use of energy efficient fixtures and equipment to reduce energy demands, including potential private shared thermal energy plants to recover waste heat and utilize it for heating and cooling to further reduce Project energy demand.
- The project sponsor and/or future vertical developers may elect to eliminate the use of natural gas for space heating and domestic water use, which would reduce operational greenhouse ("GHG") emissions and limit on-site combustion.

3 REMEDIATION SUMMARY

3.1 General Site Characterization

The Potrero Power Plant had been in operation producing manufactured gas and electricity for over 100 years. The last operating unit at the Potrero Power Plant ("Site") was closed in 2011. Over the course of its operational history, various hazardous substances were released into the subsurface soil and groundwater beneath the Site. Since 1991, PG&E, the former owner, has been conducting environmental site investigations ("SI") and remediation of hazardous materials in the soil, soil vapor and groundwater under the oversight of San Francisco Bay Regional Water Quality Control Board (Water Board) and San Francisco Department of Public Health ("SFDPH").

The data collected from the SIs was evaluated with respect to applicable regulatory standards and risk-based site-specific cleanup levels to identify Constituents of Concern ("COC"). SIs and Human Health Risk Assessments ("HHRA") have evaluated the potential adverse health effects that may be associated with cumulative exposure to Site COCs. The primary COCs detected in the soil, soil vapor and groundwater include metals, total petroleum hydrocarbons ("TPH"), polycyclic aromatic hydrocarbons ("PAH"), volatile organic hydrocarbons ("VOC"), polychlorinated biphenols ("PCB") and naturally occurring asbestos ("NOA"). Reports documenting the results of previous SIs and HHRAs have been submitted to the Water Board and are available for review on their GeoTracker website (http://geotracker.waterboards.ca.gov).

3.2 Regulatory Framework and Management Approach

PG&E has delineated the Site into five operational areas for purposes of the environmental work. These include the Station A area, Unit 3 area, Northeast area, Tank Farm area, and the Offshore area. See Figure 3.1 depicting the general location of these operational areas. PG&E evaluated several options to remediate the Site to support future commercial and industrial land uses.

The Station A area was the first area to be completely investigated, risks evaluated, and a remedy put into place. The approved Station A remedy consists of the following:

- Durable Covers (defined as hardscape such as asphalt, concrete, non-moveable pavers, or a minimum of four feet of clean soil) over existing soil that meet the remedial action objective of preventing human exposure to constituents of concern in the soil beneath the Site.

- Long-term maintenance and monitoring of durable covers to ensure that covers continue to function as designed; and
- Institutional controls to minimize the potential to impact human health and the environment after installation of durable cover.

In June 2016 PG&E prepared a Risk Management Plan ("RMP") for the Station A area that provides a framework for managing residual COCs in soil in a manner that protects site users under current and future commercial and industrial land use. Land use restrictions are presented in the Covenant to Restrict Use of Property Agreement (Appendix B of the RMP).

Investigations and risk evaluations in the Unit 3 area, Northeast area, and Offshore area have been completed and are ongoing in the Tank Farm area. The remedy that is proposed for the Unit 3 area will be the same as for Station A. The remedy for the Northeast area includes in-situ soil stabilization as well as durable covers, long term monitoring and maintenance, and institutional controls similar to Station A. The remedy for the offshore area includes limited sediment dredging and monitored natural attenuation. PG&E plans for all remediation work to be completed at the Site by the year 2023.

3.3 Requirements for Future Ground-Disturbing Work

The San Francisco Health Code and the RMP require that ground-disturbing activities at the Site comply with Article 22A of the Health Code, commonly known as the Maher Ordinance. Any future construction work that involves ground disturbing activities involving more than 50 cubic yards or 1,250 square feet of soil is subject to both the Maher Ordinance and the RMP, including the Project's infrastructure obligations. The RMP describes risk management measures that include notifying the Port, Water Board, and SFDPH of planned ground-disturbing activities; controlling Site access; managing soil including stockpile management, offsite disposal, and dust control; managing storm water runoff; controlling contact with groundwater; and reestablishing the durable cover following completion of ground-disturbing activities. The RMP also outlines procedures for addressing unexpected subsurface conditions encountered during development.

3.4 Utility Corridors

The proposed utility systems will be placed in utility corridors that are comprised of the required clean backfill materials of each utility installation trench. The conditions will be such that construction and maintenance worker safety will be within the acceptable limits although certain safety precautions will be necessary in certain areas (i.e. dust masks, dust control, etc.). Soil excavated from the utility corridors for future maintenance will need to be handled in accordance with the RMP protocol.

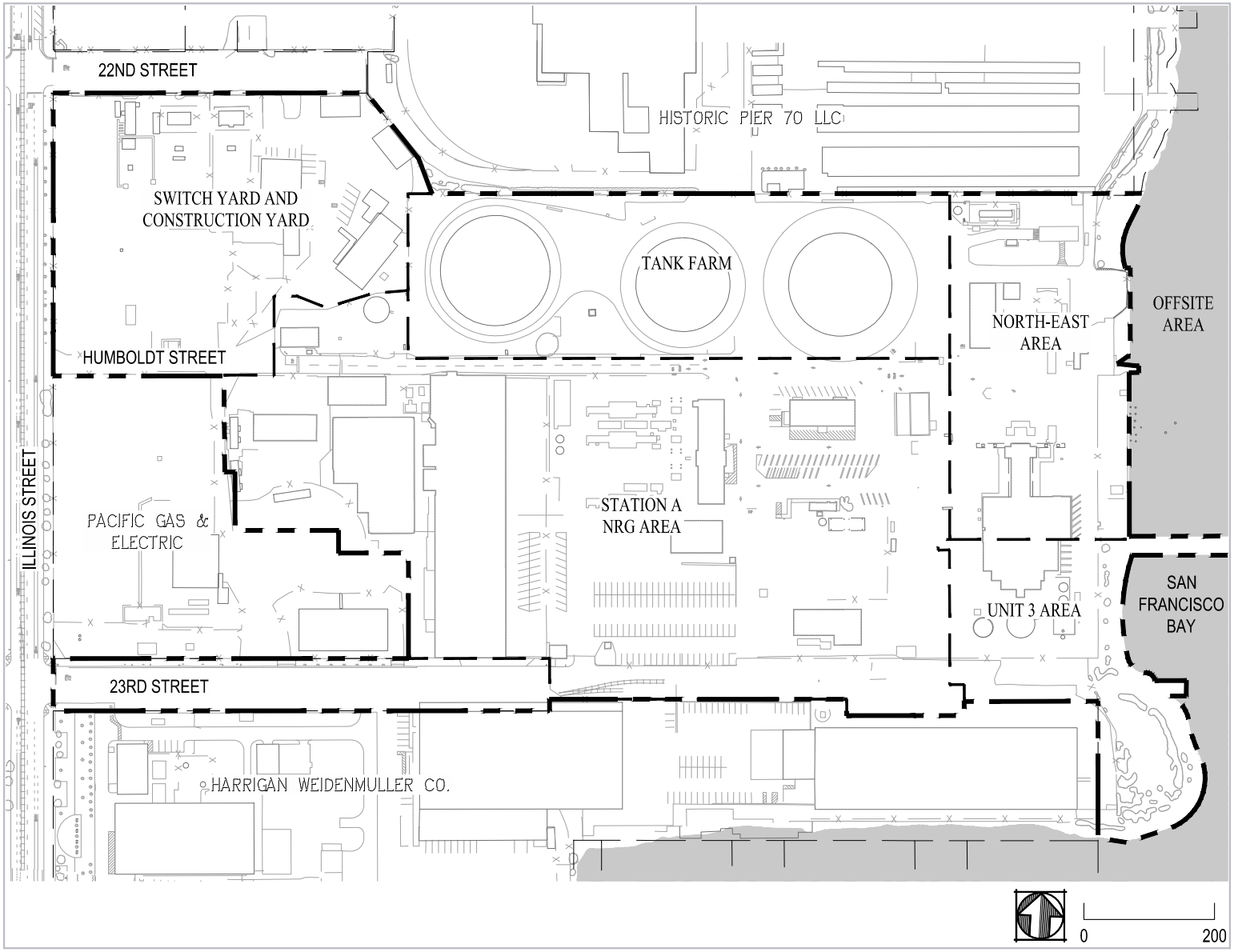


Figure 3.1 Environmental Remediation Operational Areas

4 SITE DEMOLITION

4.1 Scope of Demolition

The Developer's infrastructure responsibilities include the abatement and demolition of non-retained existing buildings and infrastructure features within the Project site. The proposed Project will demolish about 20 existing structures on the Project site, including two individually significant historic buildings in the Power Station sub-area, the Meter House, and the Compressor House – which have been identified as eligible for the California Register. The Gate House, which is a contributor to the Third Street Industrial District but not individually significant, will also be demolished as part of the proposed Project. Station A, which is also an individually significant building, may be preserved and repurposed into an office building as part of the Project. As permitted in the Design for Development (D4D) document, the new additions to the building are permitted to reach an average height of 145-feet. The building may reach a taller height, provided that appropriate sculpting compliant with controls contained in the D4D occurs.

The Unit 3 Power Block ("Unit 3") and the Stack have also been identified as contributors to the Third Street Industrial District, although are not individual resources. Unit 3 may be repurposes and converted into a hotel which will involve the removal of obsolete mechanical equipment, including the boiler. The repurposed structure will not exceed the existing height of the 143-foot concrete elevator shaft, although two additional floors will be added, creating a 10-story building. In some areas, the building envelope will increase to create a floor plate suitable for a hotel. However, under the proposed flexible land use program, a residential land use or new hotel could be developed on Block 9 instead of a hotel in the repurposed structure, in which case, Unit 3 would be demolished. In either case, the Stack will be retained and potentially repurposed as a ground floor retail space occupying approximately 1,000 square feet. If repurposed, proposed improvements to the Stack include perforations for a secondary means of egress and interior enclosures to provide a roof and any necessary structural support. Seismic retrofit or other improvements the Stack may obstruct the hollow flue. Proposed alterations of the two buildings could affect their eligibility for the California Register. See Figure 4.1 depicting the locations of Unit 3 and the Stack.

Additionally, the following existing underground utilities will also be retained as depicted on Figure 4.2.

- 23rd Street
  - Underground high voltage facilities
  - Transmission and distribution pipelines
  - Combined sewer facilities (Note this pipeline was replaced in 2019 through the City's routine pipeline replacement project. This new pipeline will be retained.)

- Humboldt Street (Western Portion)
  - Natural gas transmission line
- Illinois Street Frontage (West Edge of Block 13)
  - Natural gas transmission line
  - Underground high voltage facilities

Demolition will include the abatement (if necessary), deconstruction, removal, and disposal or reuse of existing buildings, hardscape, landscape, utilities, and temporary building structures and utilities. In specific cases, underground utilities may be abandoned in place rather than demolished, subject to City approval. The Developer will transport demolition debris off-site by a registered transporter for delivery to a registered facility that processes debris for recycling, in accordance with City regulations. Where possible, inert materials such as concrete or brick will be processed and reused onsite as fill, aggregate, or landscaping. Reuse of site demolition materials will be limited by potential contamination that would require material to be disposed of off-site.

4.2 Existing Infrastructure Demolition or Abandonment

With the exception of the Stack, feasibility for retaining other structures, such as Unit 3 and Station A, is still being determined. Unit 3 is being studied for feasibility for retention and adaptive reuse as a hotel, residential building or combination of the two uses. Station A is being studied for feasibility for retention and adaptive reuse as an office building. Prior to demolition, the buildings will be surveyed for regulated building materials and abated as necessary. Demolition debris from buildings on-site will be recycled to the greatest extent feasible at a registered off-site disposal / recycling facility, targeting a 65% diversion rate of material that is not contaminated.

Inert demolition materials such as asphalt concrete paving, concrete pads, foundations, and bricks, etc., will be demolished and recycled off-site. Reuse of recycled demolition materials as fill, aggregate, or decorative landscaping will be retained as an option, but current plans indicate that demolition materials will be recycled off-site. As part of the vegetation grubbing and clearing operation, the few trees and other plant materials located near the center of the Site will be removed and recycled as green waste.

The existing utility demolition or abandonment scope includes water, separated storm drain, combined sewer, separated sanitary sewer, gas, electric, and other utility infrastructure above and below ground. With the exception of the high voltage, natural gas, and combined sewer lines beneath 23rd Street and the natural gas transmission line along Humboldt Street and the west end of Block 13, which are to be retained, existing utility infrastructure will be abandoned in place or removed and disposed of at an authorized facility. Temporary utilities will be constructed prior to

demolition of several active utilities to maintain service to adjacent properties prior to construction of new utility infrastructure.

Temporary facilities required during abatement and demolition activities, such as temporary utility corridors and equipment and materials laydown areas will be removed from the Site as necessary prior to initiation of construction activities.

4.3 Phases of Demolition and Abatement

Demolition and abatement activities will occur within phases, particularly Phase 0 as shown in the Project Phasing Plan. All abatement and demolition of existing structures will be completed at the start of the Project, with the exception of the PG&E Sub-Area lands and potentially the Tank Farm area (subject to PG&E's schedule for remediation work in that area. While demolition of the large Phase 0 area will be performed at the outset of the Project, it will be phased in a manner that maintains access ways to adjacent properties, and utility connections necessary for other ongoing site activities. In addition, the Developer will be responsible for monitoring temporary, new, and existing utilities to ensure operation during pre- and post-demolition construction activities. This will include inspection of existing utilities to confirm new construction has not caused damage to existing utilities adjacent to demolition activities.

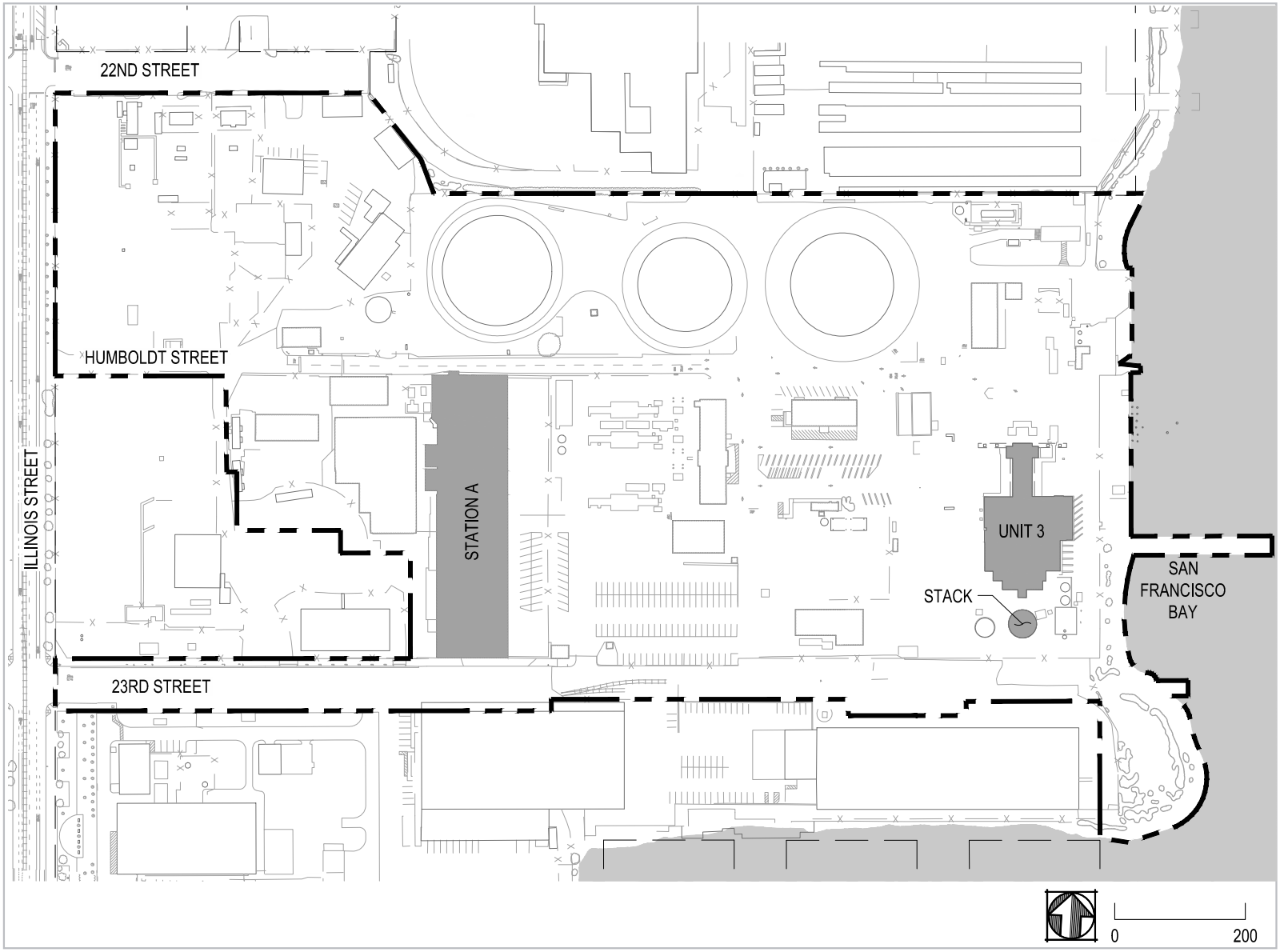


Figure 4.1 Location of Adaptively and Potentially Adaptively Reused Structures

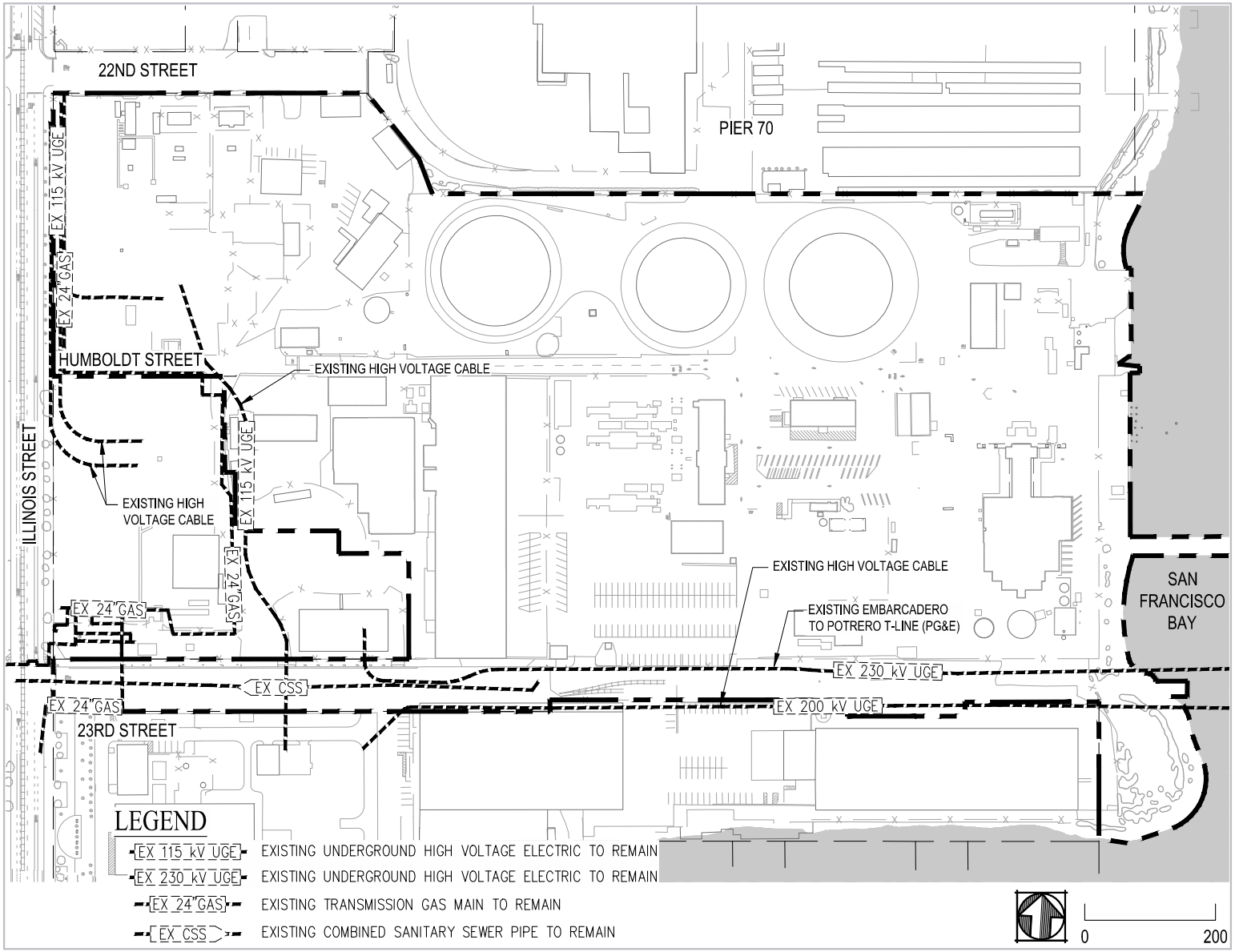


Figure 4.2 Existing Infrastructure to Remain

5 SEA LEVEL RISE AND ADAPTIVE MANAGEMENT STRATEGY

5.1 Sea Level Rise Design Parameters and Risk Assessment

The existing waterfront areas within the Project are vulnerable to coastal flooding as the sea levels rise over time. Accordingly, the Project will be constructed to provide protection from future sea level rise ("SLR").

The Project has conservatively selected to provide built-in protection from the current high-end estimate of sea level rise at the end of the century. The Project has been planned based on estimated sea level rise from the best available science on sea level rise projection rates. This includes the June 2012 National Academy of Sciences ("NAS") Sea-Level Rise for the Coasts of California, Oregon and Washington. Additionally, in March 2018, the California Ocean Protection Council published an update to its sea level rise guidance. The updated report provides the scientific foundation for a decision-making process to select which sea level rise projection is appropriate for a specific project. This approach considers many factors, including project location, lifespan of the project, degree of sea level rise exposure, risk tolerance and adaptive capacity of the project. The updated guidance provides sea level rise projected values for low risk aversion, medium-high risk aversion, and extreme risk aversion. The Council's updated report estimates the likely range of sea level rise at 2100 for low risk aversion sites to be 2.4-3.4 feet, medium-high risk aversion to be 5.7-6.9 feet and extreme risk aversion to be 10.2 feet. The areas within the project site that would be inundated, if left unprotected, at the sea level rise projected at 2070 and 2100 for medium-high risk aversion and high emissions scenarios are depicted on the enclosed Figure 5.1.

The Potrero Power Station project is considered as a medium-high risk aversion site as it is a coastal development with adaptive capacity. The Project has also determined to utilize the high emissions scenarios for planning of sea level rise protection measures. The Project is designed to be elevated to provide resiliency and protection from future sea level rise of 6.9 feet above the 100-year storm surge. The project also includes considerations for planned adaptive capacity strategies.

5.2 Sea Level Rise – Built-In Protection

The Project has been planned to provide long term protection to the public access areas and future building uses. The proposed shoreline and land side improvements are planned to be constructed at a minimum elevation of 17.5 ("SFVD13"). This provides built-in protection from the projected sea levels at 2100 for a medium-high risk aversion at the high emissions scenario of 6.9 feet above the current 100-year storm surge elevations. This also provides built-in protection from 9.9 feet of sea level rise above current King Tide. Additionally, this minimum elevation provides protection

from over 5 feet of future sea level rise above the 100-year Base Flood Elevation (BFE) coastal flood elevation, which is the estimated sea level rise projected to occur between 2080 and 2090 for a medium-high risk aversion site with the high emissions scenario. The current 100-year coastal BFE is 11-12 feet ("SFVD13") along the Project shoreline. See Section 7 for discussion of the BFEs at the Project. The minimum elevation of the proposed street and open spaces areas is 17.5 (BFE plus 5 feet) and the minimum elevation of the building ground floors is 18.5 (BFE plus 5 feet plus 1-foot freeboard).

The Stack is proposed to be preserved and Unit 3 may be preserved; both waterfront structures may potentially be adaptively reused. These existing structures and immediate surrounding areas will remain at the existing building elevation finish floor elevation of approximately 14 ("SFVD13"). These areas will be protected by the elevated shoreline improvements along with additional flood protection improvements. The improvements will include a local pump station and backflow protection integrated to the separated storm drain collection system for these areas. The pump station will ensure stormwater will be discharged from these areas to the Project stormwater outfall. The backflow prevention device will prevent backwater from extreme tidal elevations of the Bay entering the separated storm drain system and inundating these lower elevations. This localized stormwater pump and related facilities will be privately owned and maintained, not dedicated to the City. See Figure 5.2 demonstrating there are no areas of inundation within the Project at proposed conditions and 5 feet of sea level rise.

5.3 SLR Adaptive Management Plan

As there still remains variability of sea level rise projections within the scientific community, additional adaptive management measures will be integrated into the Project framework and infrastructure through an SLR Adaptive Management Plan, as described below. These measures will provide a proactive approach to planning, monitoring and implementing future adaptations to the Project to ensure resiliency from extreme sea level rise.

The Project will prepare a SLR Adaptive Management Plan that establishes a monitoring program to review SLR estimates prepared for San Francisco Bay by the National Oceanic Atmosphere Administration ("NOAA") and other State Agencies. The monitoring program will require periodic review of updated SLR guidance from Local, State and Federal regulatory agencies. The SLR Adaptive Management Plan will be prepared by and managed by the Shoreline Adaptation Community Facilities District ("SACFD"). The SACFD will also provide a funding mechanism to implement necessary future adaptive measures. The SACFD will be coordinated with City programs addressing SLR.

5.3.1 Adaptive Management Measures for Future SLR

The adaptive measures will include the following:

- Shoreline perimeter designs that provide the ability to be adapted if future sea level rise exceeds the built-in protection. This may include capacity to increase elevations along the shoreline through construction of small berms, low floodwalls or other similar measures without requiring fill within the Bay.
- Separated storm drain system designs that provide the ability to be adapted in the future if nuisance or hazard flooding becomes more frequent. This may include integrating a sea level rise pump station or other similar measures.
- The lower deck of the recreational dock is currently set at an elevation of 11.5 feet (SFVD13), which is 4 feet above King Tide. In order to accommodate SLR, the pile-supported lower deck will be designed to allow for construction of a higher deck on top of the lower deck in the future. The lower deck and piles are to be designed to carry additional weight of the future adapted higher deck and associated concrete frame.
- Create a monitoring program to periodically review SLR guidance from Local, State and Federal regulatory agencies.
- Create a reporting program to document monitoring of SLR and any recommended improvements to address increased sea levels causing nuisance and more frequent flooding.
- Create a funding mechanism for the monitoring / reporting program as well as shoreline and stormwater system adaptive improvements.

- Use of materials in areas of future inundation, such as "the Point", that will be supportive of future underwater habitat and/or address wave action.

5.3.2 Decision Making Framework

When the data from the monitoring program demonstrate that SLR in San Francisco Bay is expected to exceed the built-in protection, a range of additional improvements can be made to protect the Project from flooding. Planning, design, and review takes a significant amount of time, thus work will begin on improvements before those SLR effects are problematic. In coordination with the City, the SACFD will be responsible for determination of the improvements to be made at the time they are required, which will depend on a variety of factors, including, but not limited to:

- Consultation with the SFPUC and other local agencies;
- New Local, State or Federal requirements about how to address SLR;
- Available technology and industry best practices at the time; and
- Both the observed rate of actual SLR and available science with updated estimates of future SLR.

5.3.3 Sea Level Rise Monitoring and Implementation Report

The monitoring program will require periodic preparation of a report on the progress of the adaptive management strategy. SACFD will commission the report which will be prepared and submitted to the relevant City agencies for review and comment no less than every five years and more frequently if required by regulators. The report will include:

- The publication of the data collected and literature reviewed under the monitoring program;
- A review of changes in Local, State or Federal regulatory environment related to SLR, and a discussion of how the Project is complying with applicable new regulatory requirements;
- A discussion of the improvements recommended to be made if sea levels reach the anticipated thresholds identified in the Decision-Making Frameworks within the next 5-years; and
- A report of the fund collected for implementation of the adaptive management strategy, and a projection of funds anticipated to be available in the future.

5.3.4 Funding Mechanism

The SACFD will establish a funding mechanism, likely a project special tax, to create project-generated funding that will be dedicated to paying for monitoring and flood protection improvements necessary to implement the Adaptive Management Strategy for the Project. Funds will be overseen by the SACFD.

Figure 5.1 Sea Level Rise Potential Areas of Inundation — Existing Conditions

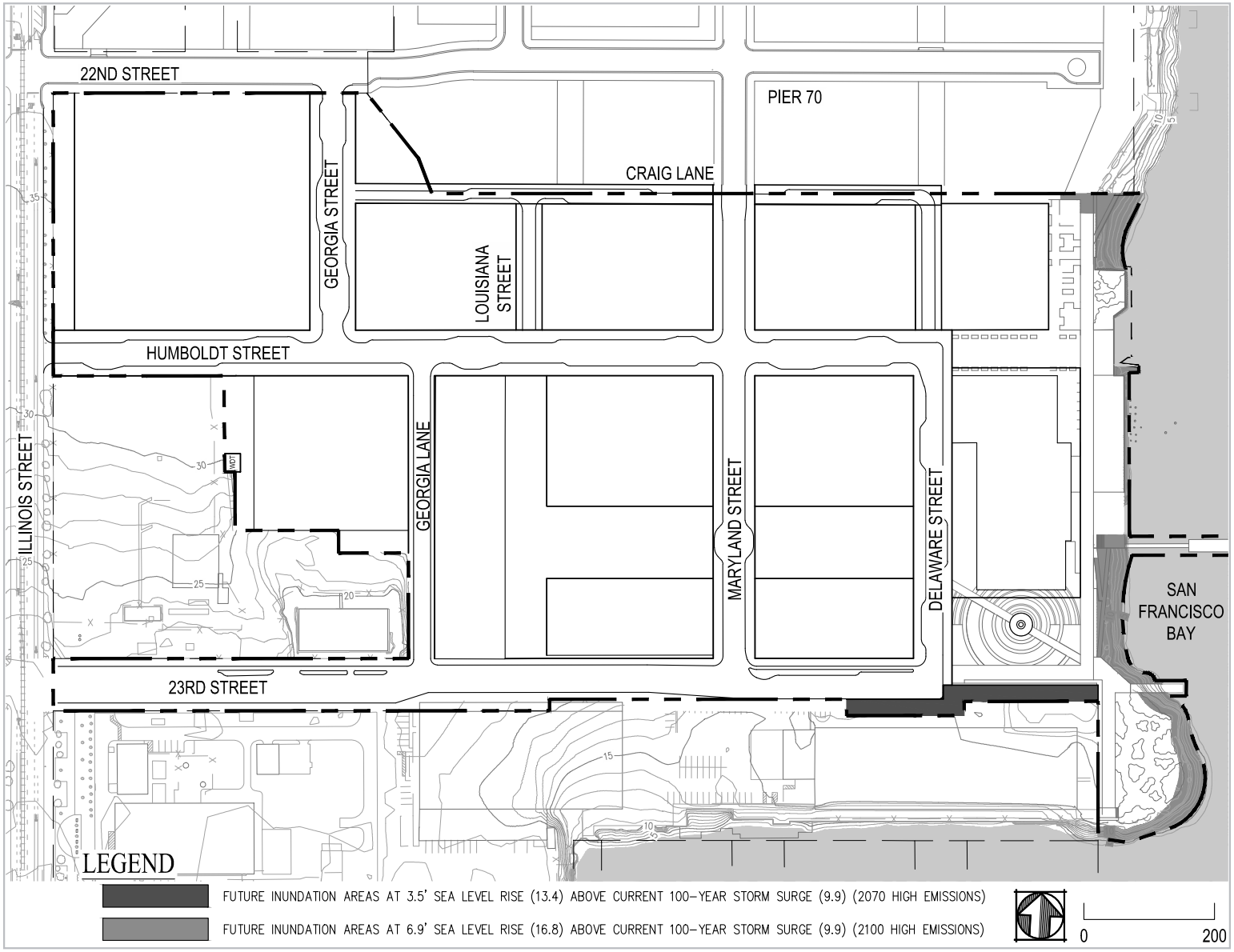


Figure 5.2 Sea Level Rise Potential Areas of Inundations - Proposed Conditions

6 GEOTECHNICAL CONDITIONS

6.1 Existing Site Geotechnical Conditions

Approximately, the eastern third of the Potrero Power Plant site is land formed by placing fill in the San Francisco Bay beyond the original shoreline. This portion of the site consequently has a significant thickness of existing fill that was placed at the site during the late 1800s and early 1900s, with the area east of the historic shoreline filled in the late 1800s and the area southwest of the historic shoreline filled in the early 1900s. Based on explorations, the fill thicknesses generally range from ten to 25 feet southwest of the historic shoreline and five to 52 feet east of the historic shoreline. Most of the fill appears to have been derived from cut into the western portions of the site where a previous hillside was lowered to construct buildings and other improvements. Review of previous explorations within the Switchyard and General Construction area show fill thicknesses ranging between one and six feet before encountering weathered Franciscan bedrock.

On the Bay side of the original shoreline, the fill is underlain by Young Bay Mud varying to depths of 30 to 77 feet within the most current explorations. Previous subsurface explorations indicate the presence of irregular Young Bay Mud thicknesses that were likely caused by rotational slumps / mudwaves that occurred due to rapid filling over the Young Bay Mud.

The approximate depth to bedrock at the site is mapped as varying between approximately 50 to 100 feet below existing grade along the eastern limits of the project. The bedrock comprises Jurassic-age Franciscan, with serpentinite mapped as the predominant rock type. Bedrock exposures can be found at the western portion of the project.

6.2 Existing Site Geotechnical Constraints

6.2.1 Liquefaction

Soil liquefaction results from loss of strength during cyclic loading, such as imposed by earthquakes. The soil most susceptible to liquefaction is clean, loose, saturated, uniformly graded fine sand below the groundwater table. Empirical evidence indicates that loose silty sand is also potentially liquefiable. When seismic ground shaking occurs, the soil is subjected to cyclic shear stresses that can cause excess hydrostatic pressures to develop. If excess hydrostatic pressures exceed the effective confining stress from the overlying soil, the sand may undergo deformation. If the sand undergoes virtually unlimited deformation without developing significant resistance, it is said to have liquefied, and if the sand consolidates or vents to the surface during and following liquefaction, ground settlement and surface deformation may occur. In some cases, settlements of approximately 2% to 3% of the thickness of the liquefiable layer have been measured.

Based on the results of the liquefaction analysis performed within the fill, it is estimated that site could experience up to 6 inches of liquefaction-induced settlement within the artificial fill material at the site. However, due to the variable thickness and composition of the fill, the differential could be rather large across the fill area.

6.2.2 Slope Stability

Due to the presence of liquefiable artificial fill over soft Young Bay Mud below the site, deformation of the shoreline could occur as a result of seismic loads consistent with the building code Maximum Considered Earthquake as well as lower levels of earth shaking. The deformation could take place as either lateral spreading due to the presence of a free face and loss of shear strength within the artificial fill following liquefaction and / or as a deeper shear failure within the Young Bay Mud.

Based on the results of the slope stability analysis, it is estimated that theoretical seismically induced permanent displacements could be on the order of 2 to 4 feet if geotechnical corrective measures are not taken.

6.2.3 Existing Fill and Soft / Compressible Soil

Review of the site history and previous explorations indicate the site is underlain by significant thicknesses of non-engineered fill and Young Bay Mud. Non-engineered fill and Young Bay Mud can undergo excessive vertical settlement, especially under new fill or building loads.

Because of the age of the fill, it was likely not engineered to the current standards for a site of this type. Further, it is anticipated that Young Bay Mud is normally consolidated due to historic filling activities at the site. Non-engineered fill and Young Bay Mud can undergo excessive settlement, especially under new fill or building loads.

6.3 Geotechnical Corrective Measures

6.3.1 Grading Considerations

The eastern portion of the proposed development will be elevated to provide built-in protection from potential future sea level rise.

Due to the project being underlain by Franciscan bedrock, this Project will be required to follow the rules and regulations outlined in the Asbestos Airborne Toxic Control Measure ("ATCM") for Construction, Grading, Quarrying and Surface Mining Operations established by the Bay Area Air Quality Management District ("BAAQMD") under California Code of Regulations, Title 17, Section 93015. The purpose of this regulation is to reduce public exposure to NOA from construction and mining activities that emit dust, which may contain naturally occurring asbestos (NOA). The ATCM requires regulated operations engaged in road construction and maintenance activities, construction and grading operations, and quarrying and surface mining operations in areas where NOA is likely to be found, to employ the best available dust mitigation measures in order to reduce and control dust emissions.

As part of compliance with the ATCM, an Asbestos Dust Mitigation Plan ("ADMP") should be prepared by a qualified representative for approval by the BAAQMD and for inclusion in the contract documents. Dust monitoring during ground disturbing activities may be required.

6.3.2 Soil Surcharging with Wick Drains

Where there are not conflicts with existing adjacent improvements or structures that will remain, surcharging with wick drains is likely the preferred method of mitigation of static settlement hazards, including differential settlement, from consolidation of compressible deposits. This mitigation method is appropriate for lightly loaded structures, structures with significant excavation depths, and areas that will have future grades raised (including designated utility corridors).

Wick drains are installed in soft/compressible soil to accelerate drainage during surcharge programs. The prefabricated drains create pathways for water to be pushed out of soft / compressible soils and are installed by attaching the drains to an anchor plate and pushing the anchor plate to specified depths. Due to the rocky nature of the fill, some predrilling of the wick drains may be necessary. A surcharge fill is then applied over the area of installed drains, and surface settlements and pore pressures within the soft / compressible material are monitored before additional soil surcharge is placed.

Mitigation against bearing failure as a result of rapid surcharging includes using staged surcharging so that the height of surcharge placed at one time is not high enough to cause ground failure, monitoring surface settlements, and pore pressures within the soft/compressible layer. Depending on the height of surcharge required, staged fill placement may be necessary.

6.3.3 Lightweight Fill

An alternative mitigation option for static settlement hazards, including differential settlement, from consolidation of compressible deposits at the site includes removal of existing fill and replacement with lightweight fill. This mitigation method may also be applied for lightly loaded structures, structures with significant excavation depths, and areas that will have future grades raised (including designated utility corridors).

The lightweight fill may be permeable or impermeable cellular concrete. Due to the voids in the permeable cellular concrete, buoyancy is not an issue, so the cellular concrete can be placed below future groundwater level without designing for uplift. The thickness of lightweight fill used should be determined based on two times the thickness of Young Bay Mud excavated but no less than a minimum thickness of 5 feet in locations where the Young Bay Mad is encountered. Neither permeable nor impermeable cellular concrete can be placed below water, so if the base of the cellular concrete must be below groundwater level, the excavation will need to be dewatered until some point after the material cures. The required minimum thickness will need to be determined depending on the documented unit weight of material as verified by the Geotechnical Engineer during construction.

Lightweight fill is not currently allowed within the public right-of-way per the Subdivision Regulations. However, lightweight fill is proposed within the 23rd Street public right-of-way to protect settlement of the existing high voltage lines. The use of lightweight fill must be approved by the DPW and SFPUC no later than the approval of the Master Tentative Map. The approval of use of lightweight fill in the public right-of-way may include necessary conditions and mitigations, including long term liability, maintenance and design oversight.

6.3.4 Deep Soil Mixing

Below-grade shoreline stabilization with a Deep Soil Mix ("DSM") buttress would address potential lateral spreading as well as potential seismic slope deformation; in our experience this approach is the most economically feasible alternative to achieve the desired performance though other methodologies capable of achieving appropriate performance will be evaluated at the design phase. DSM mixes soil, cement and water to create individual or overlapping columns of cement-treated soil with specified strengths and stiffness. A mixing rig with either single or multiple mixing augers is advanced to specified depths, and the cement and water are added during initial auger advancement, and also during auger withdrawal.

Current environmental mitigation at the site includes large-diameter DSM mixing that extends through the fill to encapsulate contaminants and make them immobile. The necessary depth for shoreline stabilization is significantly greater than the depth of the environmental DSM mixing, therefore the environmental DSM mixing will not assist in shoreline stabilization. While it is likely DSM can be performed through the environmental soil mixing, a large amount of spoils will likely be generated and bench testing by the environmental consultant may be necessary to determine on-site reusability.

6.3.5 Deep and Intermediate Foundations

To address liquefaction in a seismic event and static settlement hazards for moderately to heavily loaded structures, structures in the vicinity or outside of the historic 1851 shoreline will likely be founded on deep or intermediate foundation systems. Deep foundations will likely comprise steel pipe-piles driven to bedrock refusal, while intermediate foundations may comprise spread footings or a structural mat foundation in conjunction with improved soil. Deep foundations would utilize a refusal or driven length criteria. If a driven length criterion is chosen, a load testing program would typically be performed to confirm load capacities. Due to the nature of the rocky fill, some amount of predrilling may be necessary prior to driving piles.

Improved soil for intermediate foundations would likely utilize vibro-compaction or vibro-replacement methods. Vibro-compaction improves the soil in-situ by lowering a crane-mounted vibrator to specified depths. The vibrator densifies the surrounding soil in lifts, and clean sand backfill is added at the ground surface to compensate for the decrease in soil volume from the densification process.

Vibro-replacement uses similar equipment to vibro-compaction activities and comprises construction of dense stone columns. A vibrator is lowered to a specified depth, and aggregate is introduced through an annular space around the vibrator. The vibrator is raised as more aggregate is introduced, and the end result is a stone column surrounded by densified soil. Due to the nature of the rocky fill, some amount of predrilling may be necessary prior to vibro-replacement or vibro-compaction.

6.4 Phases of Geotechnical Corrective Measures

The geotechnical corrective measures will be completed in phases to facilitate the proposed development. It is anticipated that the majority of the geotechnical corrective measures will be completed in conjunction with the demolition and mass grading operations, Phase 0.

Any proposed geotechnical corrective measures within the public rights-of-ways will require review and approval from the Department of Public Works.

6.5 Schedule for Additional Geotechnical Studies

Supplemental geotechnical studies and reports will be prepared as required to support the proposed public improvements. In addition, geotechnical reports for private building parcels will be prepared and submitted as part of the building permit process.

7 SITE GRADING

7.1 Existing Site Conditions

The existing topography of the Project Site is primarily gently sloped downward from the west to the east, towards the waterfront. There is an existing high point in Humboldt Street along the north side of the Station A building. The areas west of this high point slope to the west, towards Illinois Street, whereas the remainder of the site slopes to the east, towards the Bay. The existing elevations within the Project Site range from 44.5 feet at the Humboldt Street high point to 9.5 feet along portions of the waterfront ("SFVD13 Datum"). There is an existing grade differential to the existing elevations of the adjacent Pier 70 site, up to approximately 12 feet, along the eastern half of the Project northern boundary. The existing elevations of 23rd Street range from 22.5 at a high point located near the PG&E Substation to 11.5 at the eastern extent of the private portion of the street.

The Project Site has almost no vegetation. There are no significant landscape elements or street trees, except the existing street trees on the east side of Illinois Street along the Project frontage. The site has effectively 100% impervious coverage. See Figure 7.1 depicting the existing site topography.

7.2 Proposed Project Grading Overview

The Developer will be responsible for the design and construction of the proposed site grading. The proposed site grading is depicted on Figure 7.2. The proposed site grading includes raising elevations along the waterfront to approximately elevation 17.5 ("SFVD13"), providing protection from over 5 feet of sea level rise plus the 100-Year BFE.

The proposed grading will maintain the existing drainage patterns. The site grading will be configured to provide a physical delineation with high point separating the portions of the Project within the combined sewer watershed (western) and the portions draining to the Bay (eastern). This provides protection from potential overflows from the combined sewer system discharging to the Bay.

Paths of overland release have been integrated to the site grading to ensure storm flows from an extreme storm (i.e. 100-year event) will flow overland and discharge without causing impacts to buildings.

The areas west of the Humboldt Street high point, located at directly east of the intersection with Georgia Street, will have overland release and drain towards Illinois Street. The small portions of Georgia Street, north of Craig Lane, and Block 14 will overland release towards 22nd Street and through Pier 70. The portion of 23rd Street west of Station A will overland release towards Illinois Street. The remainder of the site will overland release over the curbs and open spaces along the Project shoreline and Bay. Figures 7.3 and 7.4 depicts the proposed watersheds and paths of overland release within the Project.

The proposed site grading will establish minimum elevations along the shoreline of 17.5 and then increase in elevation as the Project extends to the west.

The proposed improvements within 23rd Street, specifically the eastern portions will be elevated to provide a minimum elevation of 17.5. The project will construct pavement conforms and retaining walls as necessary to address the grade differential between the proposed improvements and the existing elevations of the loading docks associated with the neighboring buildings on the south side of 23rd Street. A curb will be constructed along the south side of 23rd Street to collect stormwater from the street prior to the existing loading docks.

The high point of Humboldt Street will be lowered approximately eight feet and shifted westerly. This improves site accessibility along Humboldt Street and views to the Bay through the Project.

The existing elevation of the Stack and Unit 3 is approximately 14, which will be maintained. The elevations of the surrounding improvements will conform to this localized low point.

The grade differential along the northern property line will be coordinated with the development of the Pier 70 site. Pier 70 proposes to raise elevations along this common property line. The site grading has been coordinated to match the elevations proposed by Pier 70 along this common property line. See Figure 7.5 depicting the proposed cross sections at the project extents.

7.3 Elevation and Grading Design Criteria

The minimum elevations for the Project are established as the FEMA 100-year BFE plus 5.5 feet, providing built-in protection from sea level rise.

7.3.1 Base Flood Elevations (BFE)

The 100-Year BFE at the site is based upon FEMA's San Francisco Bay Area Coastal Study. This study analyzed extreme tidal data, completed regional hydrodynamic and wave modeling of the Bay and onshore coastal analysis to estimate wave run up, overtopping and propagation to establish the 100-Year BFE throughout the waterfront of the Bay. The preliminary FEMA flood designation map (Map No. 0602980119A) indicates that the 100-year BFE within the Project range from elevations 11-12 feet. See Figure 7.6 depicting the FEMA flood map for the Project. Coastal flood elevations are dependent on the shoreline geometry. The final shoreline improvements and associated geometry will be evaluated by the Project shoreline engineer to confirm the project minimum elevations conform to FEMA's requirements.

7.3.2 Sea Level Rise

The Project will be designed to accommodate future sea level rise. More detailed discussion of the Project's protection strategy from future sea level rise is in Section 5 and the storm drain system sea level rise performance criteria in Section 15. The design criteria for the site grading include built-in accommodation for up to 5.5 feet of sea level rise above the BFE. This has been conservatively selected from the best available scientific modeling and forecasts available.

7.3.3 Long Term Settlement

Geotechnical corrective measures, described in Section 6, will be implemented to minimize long term settlement within the Project. The corrective measures will address long term settlement associated with potential liquefaction and the compressible Young Bay Mud underlying soils. The site grading will accommodate any minimal amounts of residual long-term settlement anticipated due to secondary compression of the underlying soils.

7.3.4 Design Elevations

The design minimum elevations for the proposed streets, open space and park areas within the Project are established as the BFE plus 5.5 feet, elevation 17.5. The design minimum elevation for proposed buildings are established as BFE plus 5.5 feet of sea level rise plus 1 foot of freeboard, elevation 18.5. The elevation of the areas of adaptively reused structures. The Stack and Unit 3 will remain at the existing elevation of 14. The elevation of Station A, if reused, will have a lowest ground floor elevation of 22.

7.4 Site Grading Design

The proposed site grading is depicted on Figure 7.2. The specific grading requirements for each component of the project are as follows:

7.4.1 Proposed Building Areas

The minimum elevations of the proposed first floor elevations and proposed below grade garage entrances will be established as the BFE plus 5.5 feet of sea level rise and 1-foot of freeboard elevation 18.5. The building first floor elevations will be set to provide accessible entrances to the surrounding streets.

7.4.2 The Stack, Unit 3 and Station A

The existing elevations of the Stack and Unit 3 are approximately 14. This elevation is proposed to be maintained as part of the adaptive reuse of these structures. The areas surrounding the Stack and Unit 3 will need to conform to this lower elevation with either slopes or retaining walls. The drainage system of this localized low point will be designed to address sea level rise in excess of 24 inches, including a pump station and tidal backflow protection measures.

If Unit 3 is determined to not be feasible to adaptively reuse, this area will be raised to the minimum elevations as outlined for new buildings (minimum elevation 18.5) or open space (minimum elevation 17.5).

The existing Station A structure has multiple floor levels that address the varying ground elevations around the perimeter of this building. The ground elevations around the perimeter of the Station A structure range from elevation 22 to elevation 32. The elevation of Station A, if reused, will have a lowest ground floor elevation of 22.

7.4.3 Proposed Street Areas

The minimum elevations of the proposed public streets and private alleyways will be established as the BFE plus 5.5 feet of sea level rise, elevation 17.5. The existing elevations of the eastern extent of 23rd Street will be raised to elevation 17.5. Pavement transition conforms and retaining walls will be constructed by the Developer to address conforms to the existing elevations of the loading docks and buildings on the south side of 23rd Street. A curb will be constructed along the south side of 23rd Street to collect stormwater from the street prior to the existing loading docks.

The proposed street and open space elevations will maintain overland release to the Bay. The portions of the site within the western watershed will overland to Illinois, 22nd and 23rd Streets, which eventually overland release to the Bay through 22nd Street and 23rd Street. The remainder of the Project within the eastern watershed will overland to the Bay through the project streets and open space areas. The streets will maintain a minimum effective slope of 0.3% directing overland flows to the Bay. Localized low points must have a down stream release elevation that prevents overtopping of the curb in the 100-year design storm. Where the public streets connect park and open space at the Stack Plaza and Humboldt Plaza, the City may consider an overland release design which takes into consideration the hydraulics, fine grading, accessibility design and public safety.

There may be some localized low points in the streets. The streets must contain storm runoff from a 100-year design storm during a 100-year tidal event below the street top of curb elevations.

7.4.4 Open Space and Park Areas

The minimum elevations of the proposed open space, park, Blue Greenway and waterfront areas, except for these areas directly adjacent to the Stack and Unit 3, will be established as the BFE plus 5.5 feet of sea level rise. The waterfront areas will conform to the proposed elevations of the proposed improvements to the north within Pier 70. The shoreline areas east of the Blue Greenway will be designed for safe public access to the Bay at certain locations.

7.4.5 Basement Excavations

The buildings may include 1-level of below grade basement parking. The excavations of the basements will be completed with the building construction. The building will be required to apply and obtain a dewatering permit from the City if the basement excavation requires dewatering.

7.5 Proposed Site Grading Along Boundary

The proposed site grading will conform to the existing elevations to remain at the project limits. Elevation differences at the project limits may be accommodated by either earthen slopes or retaining walls. The proposed elevations on the west boundary of the project will conform to the existing elevations of Illinois Street and the PG&E southern switchyard. The proposed elevations along the northern boundary of the project will conform to the proposed elevations of 22nd Street and Craig Lane. This will be coordinated with Pier 70's final design of the 22nd Street improvements and the buildings just north of Craig Lane. The proposed elevations of eastern extents of 23rd Street will require pavement transitions to conform from the proposed elevations

of 23rd Street to the existing elevations of the loading docks and buildings on the south side of the street. A curb will be constructed along the south side of 23rd Street to collect stormwater from the street prior to the existing loading docks. See the proposed grading sections of each of these conditions on Figure 7.5.

7.6 Earthwork Quantities

The estimated earthwork associated with the site grading is summarized in Table 7.1.

Table 7.1 Earthwork Quantities

	Cut (cy)	Fill (cy)	Net (cy)
Phase 1	96,000	16,000	80,000
Phase 2	66,000	500	65,500
Phase 3	51,000	4,000	47,000
Phase 4	61,000	500	60,500
Phase 5	94,000	0	94,000
Phase 6	26,000	0	26,000
Phase 7	60,000	0	60,000
Total	**454,000**	**21,000**	**433,000**

7.7 Phases of Site Earthwork

The site grading will occur in phases as necessary to implement the specific proposed Development Phase and consistent with the Project Phasing Plan. The limits and quantity of site grading will be minimized to the extent practical for each Development Phase. The proposed site grades will conform to the existing adjacent grades as close to the perimeter of that Development Phase area as possible. Interim grading will be completed and maintained as necessary to support existing facilities and improvements impacted by the proposed Development Phases.

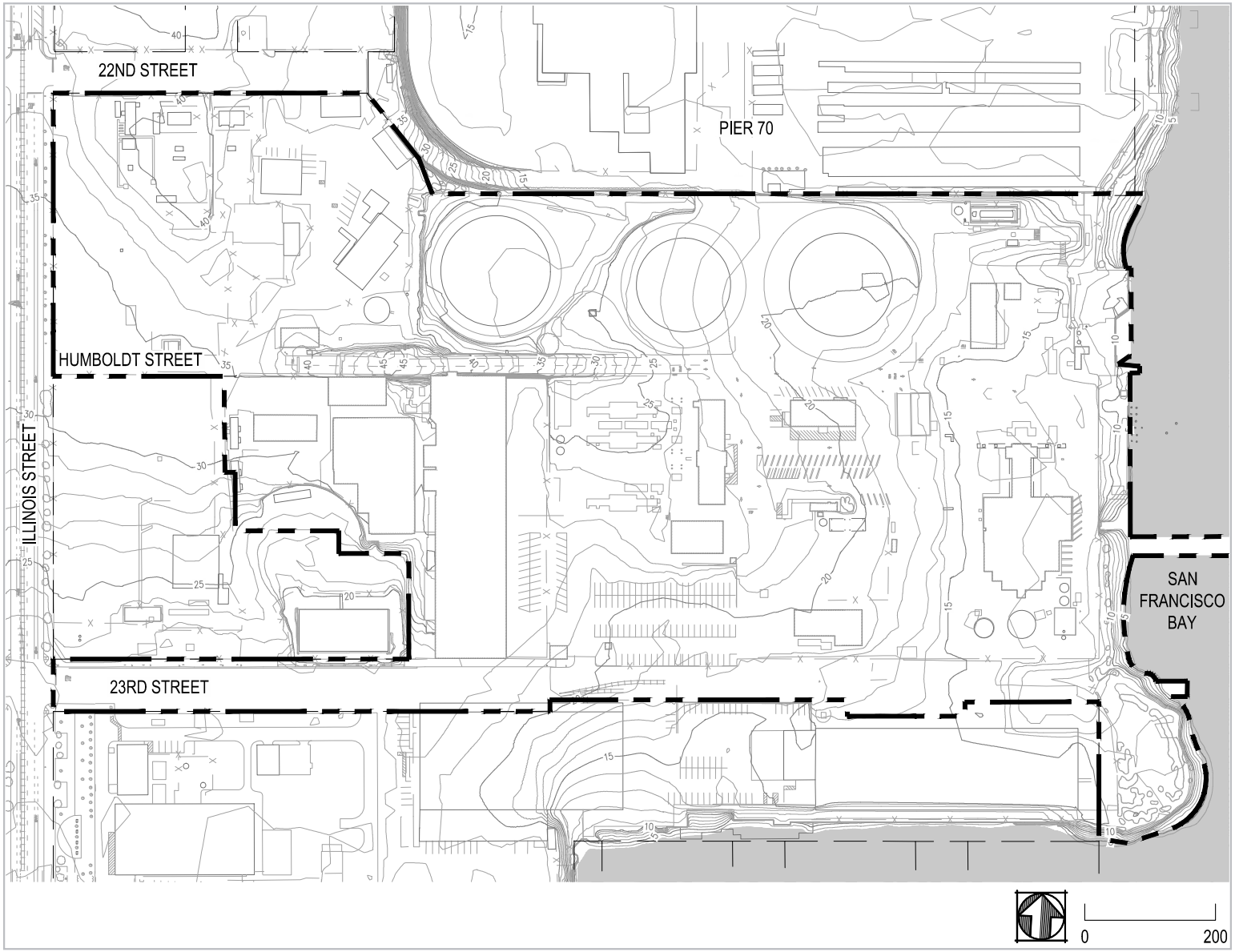


Figure 7.1 Existing Site Topography

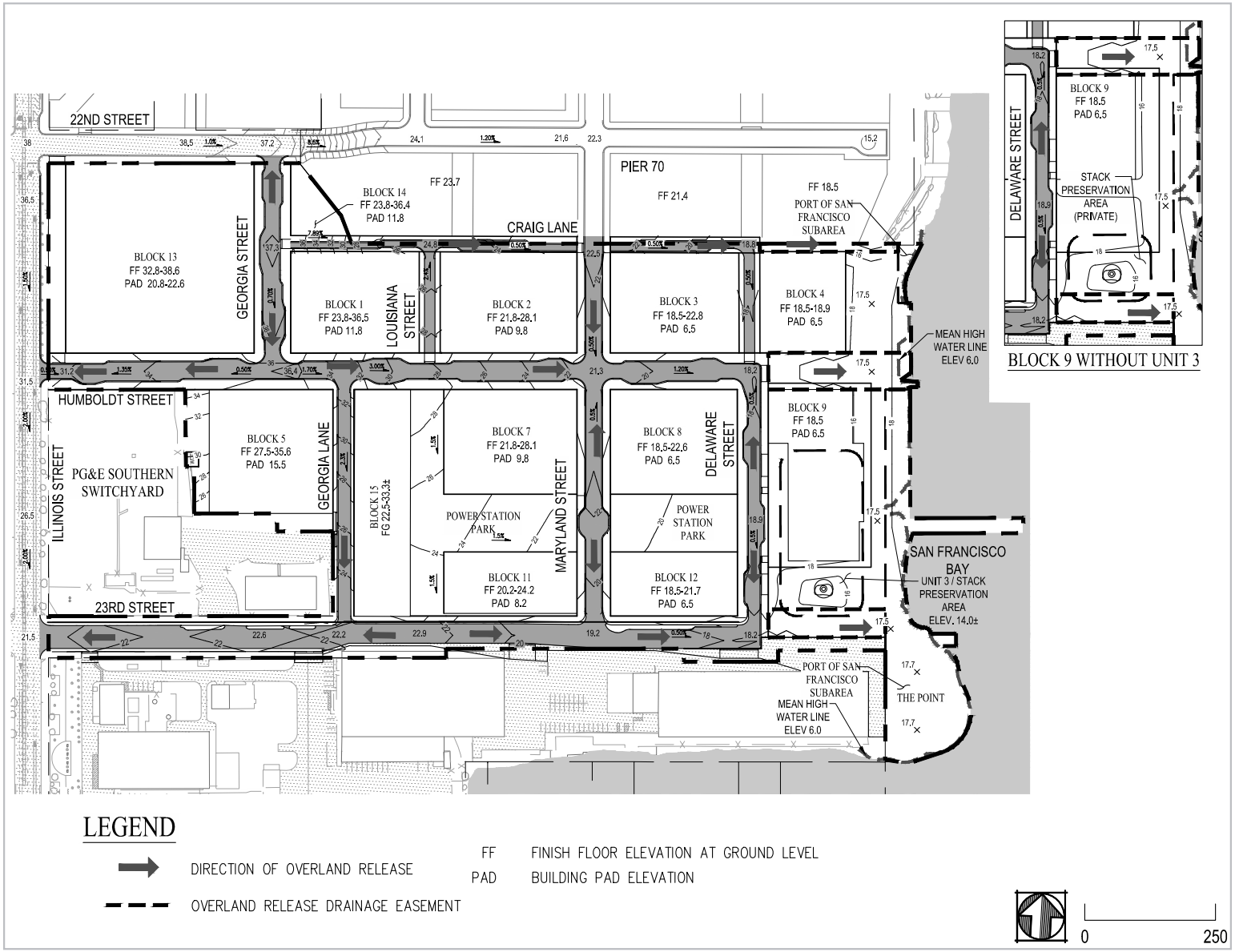


Figure 7.2 Proposed Site Grading

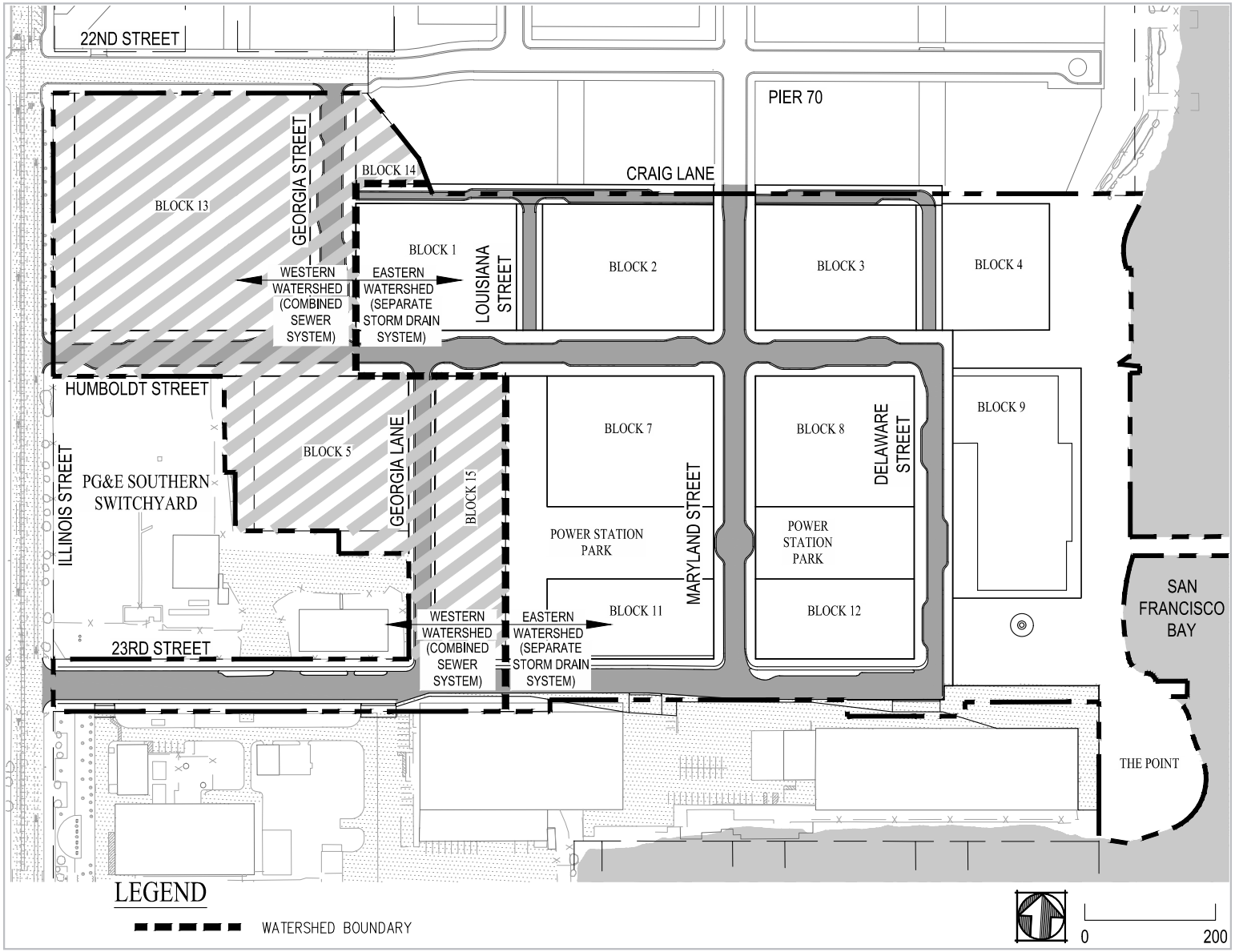


Figure 7.3 Proposed Watersheds

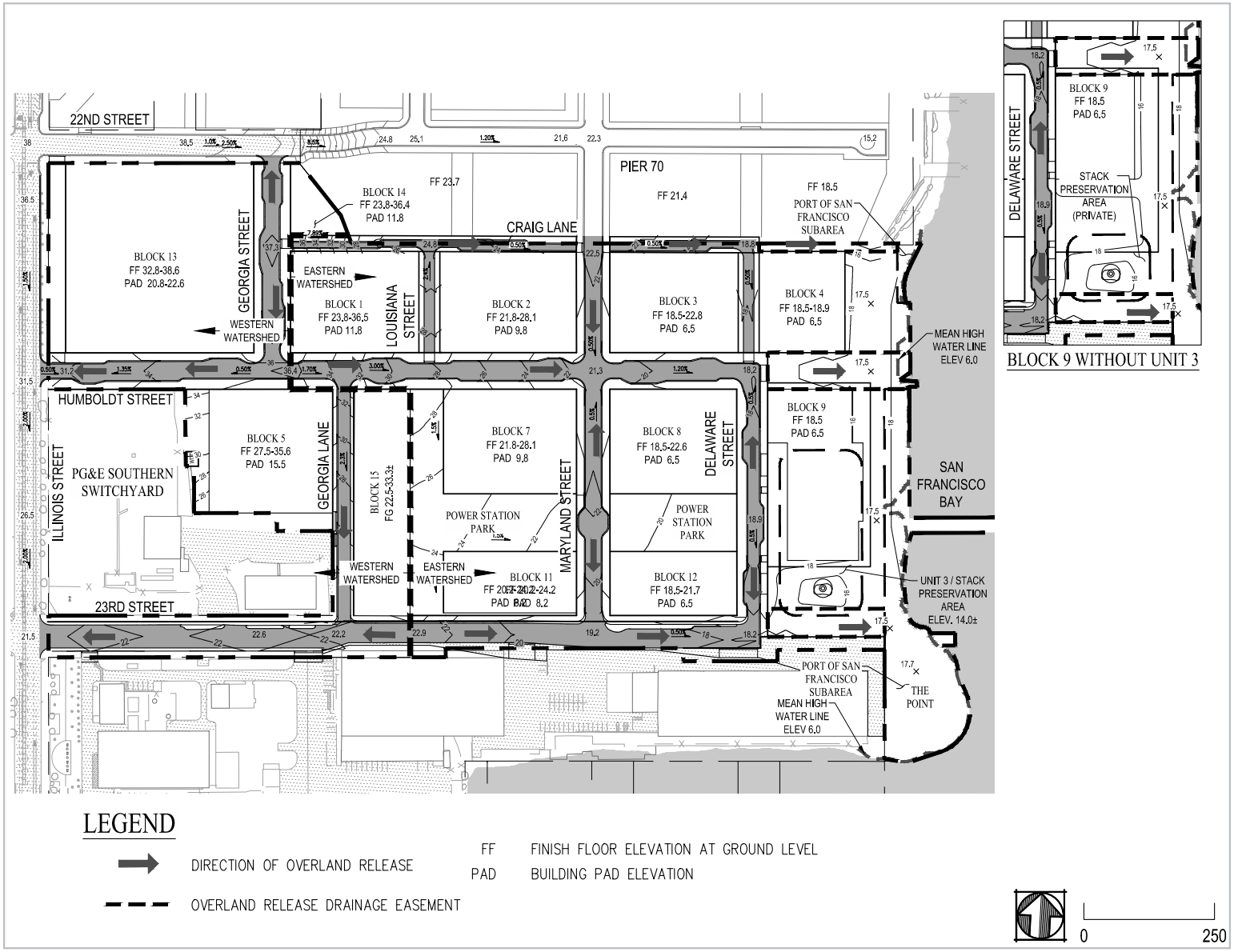


Figure 7.4 Proposed Overland Release

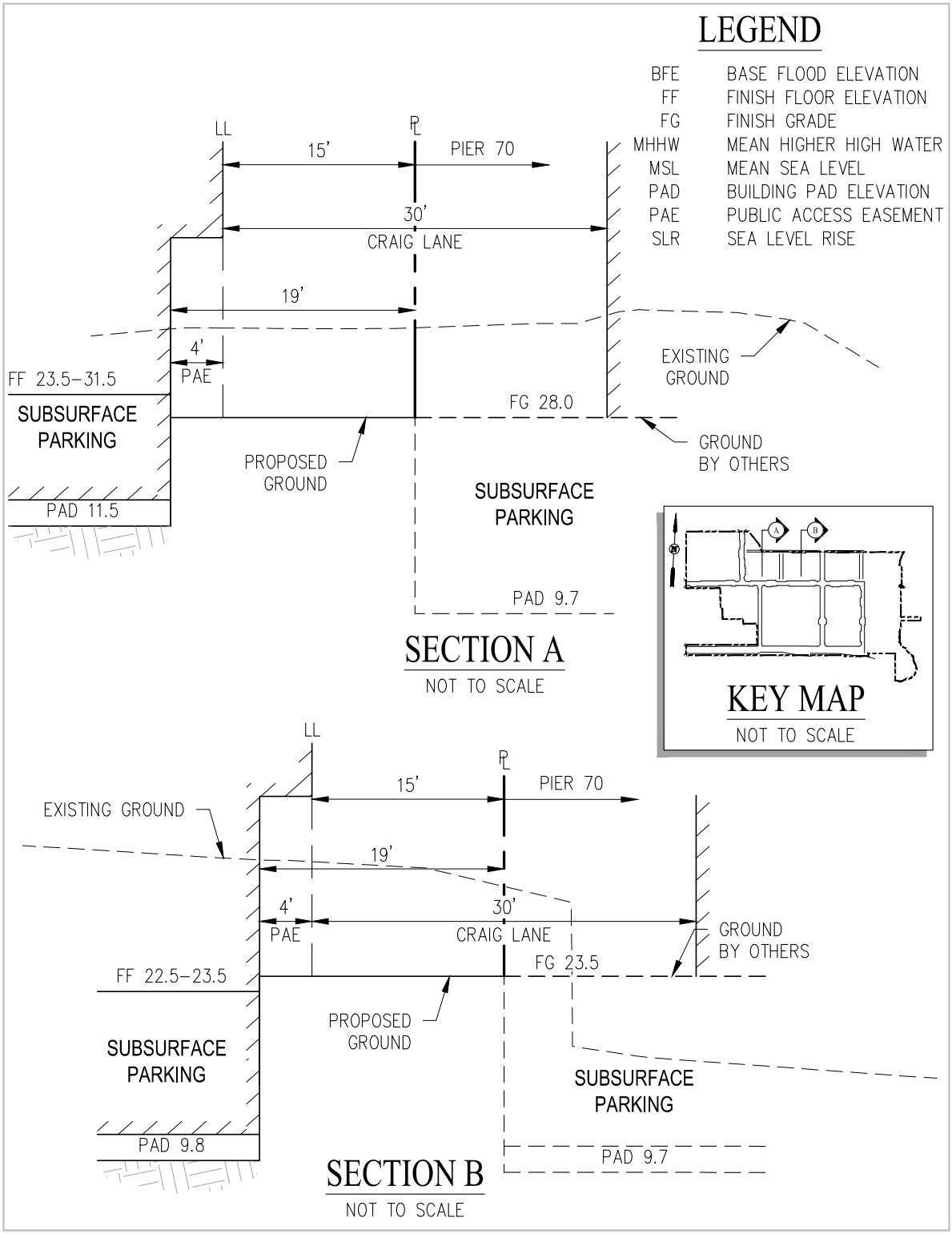


Figure 7.5 Grading Cross Sections at Project Boundaries - Section A & B

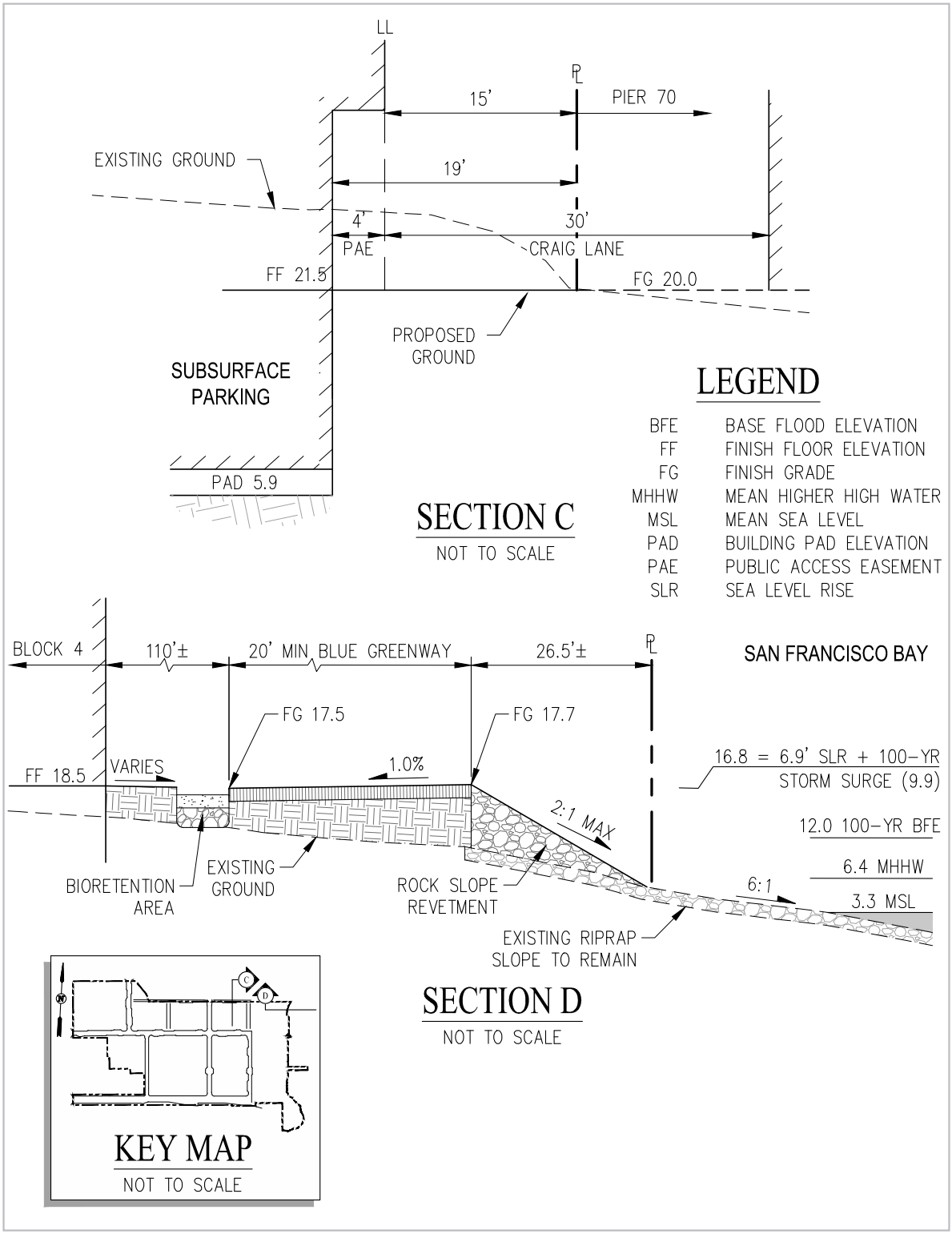


Figure 7.5 Grading Cross Sections at Project Boundaries - Section C & D

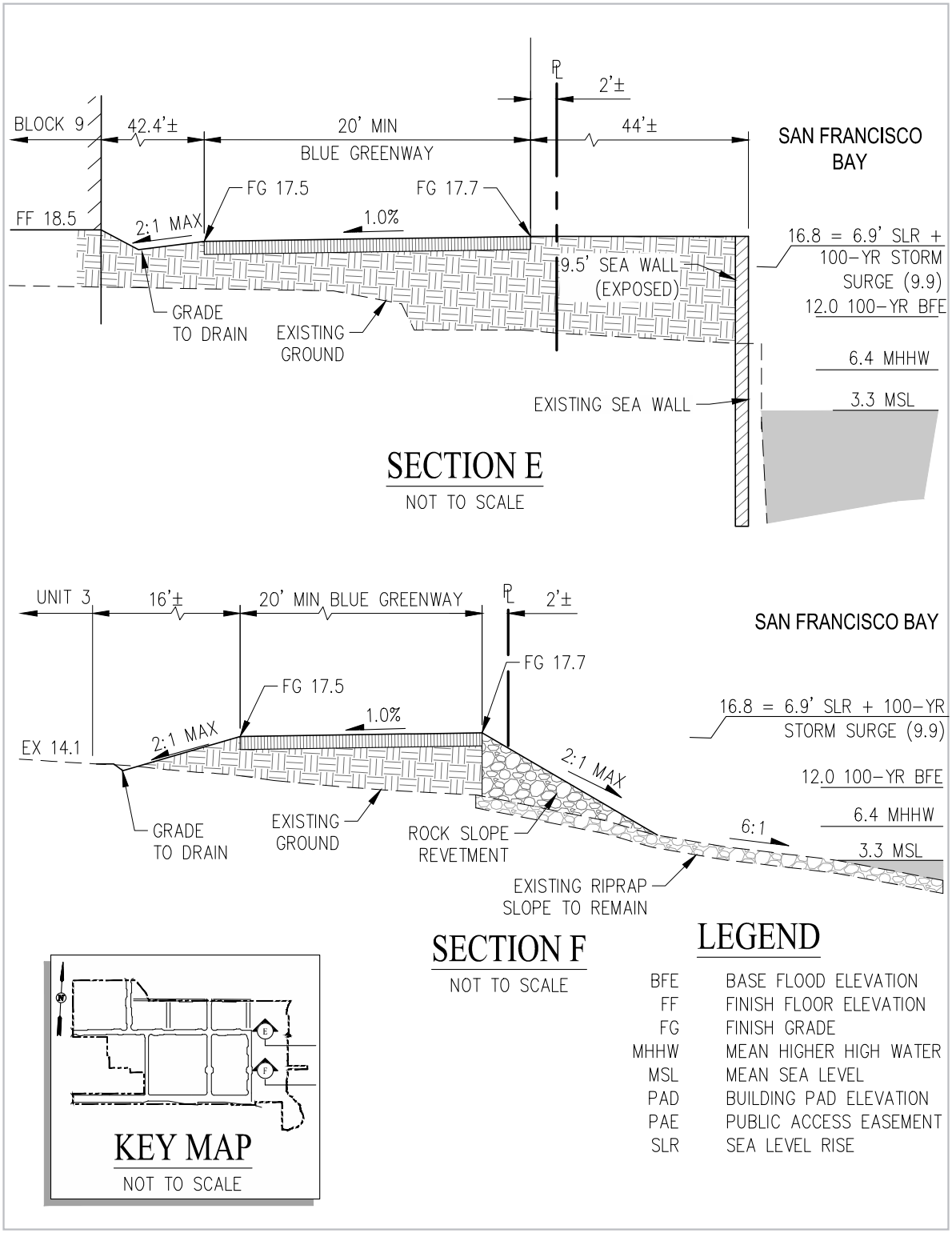
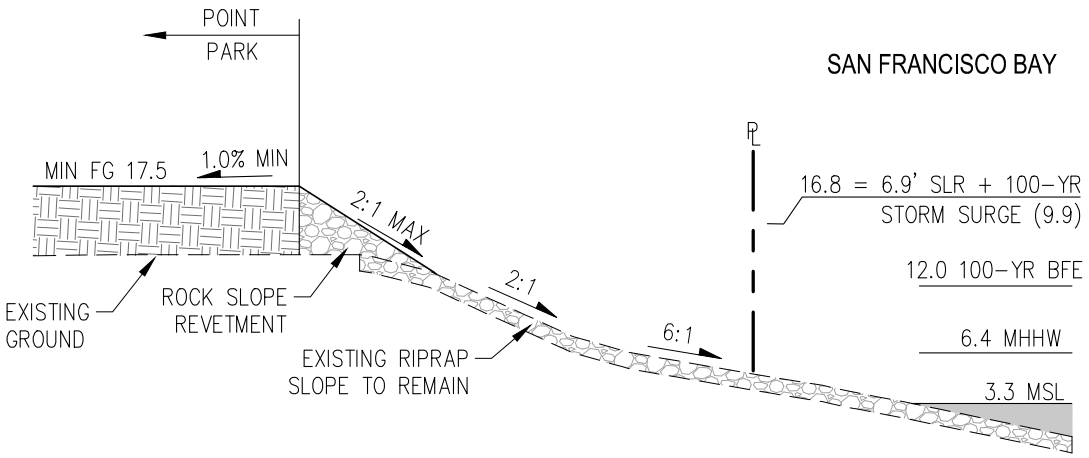
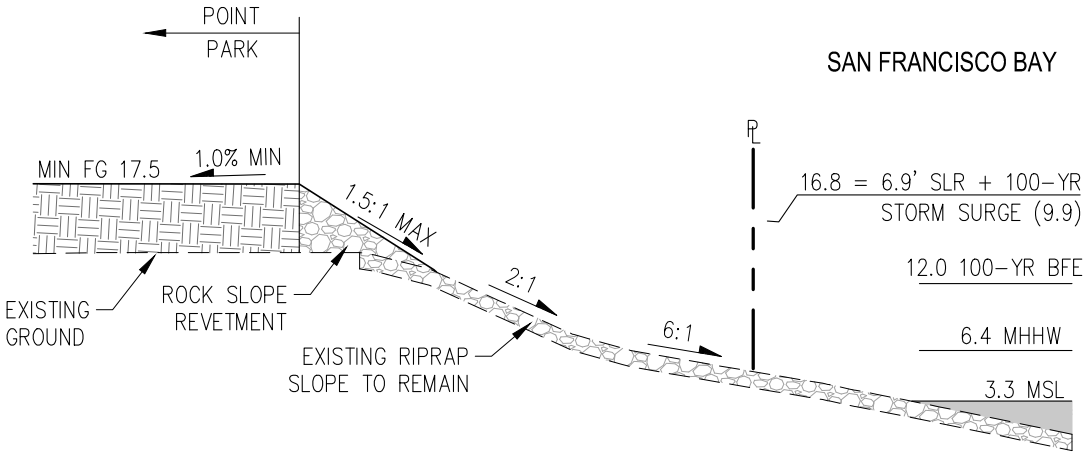


Figure 7.5 Grading Cross Sections at Project Boundaries - Section E & F



SECTION G

NOT TO SCALE



SECTION H

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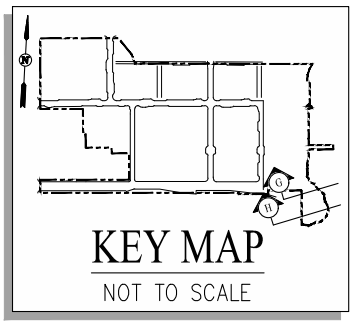


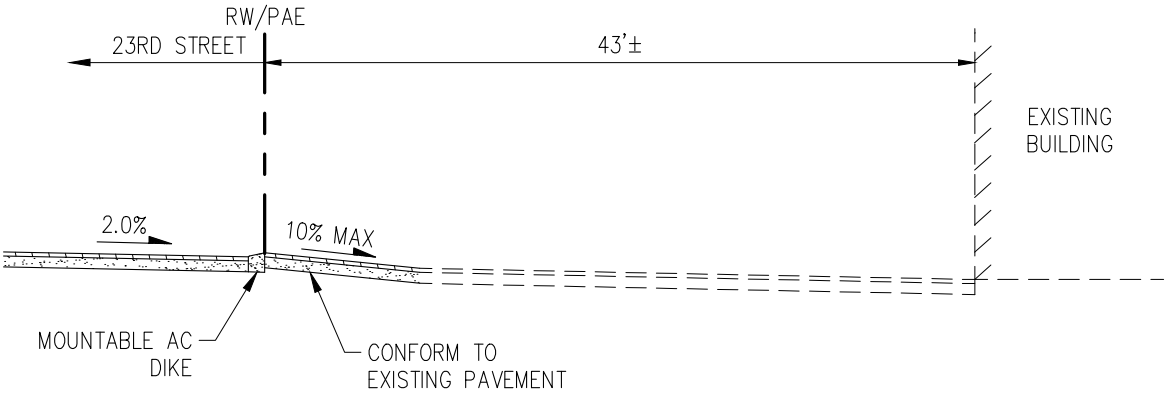
KEY MAP

NOT TO SCALE

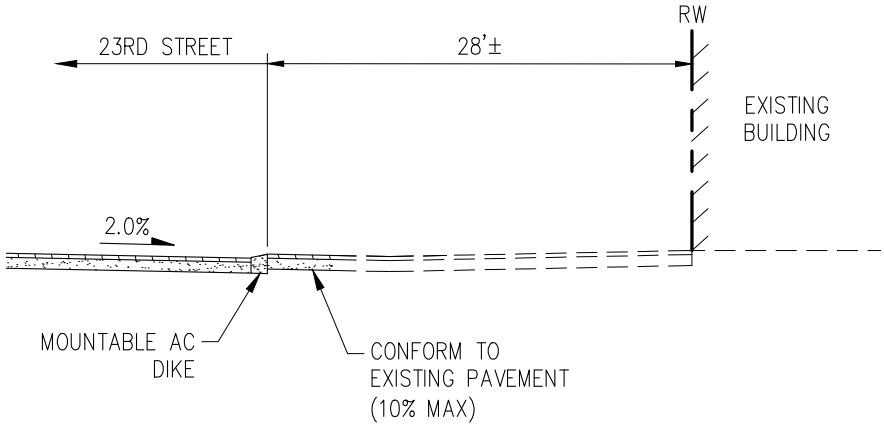
LEGEND

BFE	BASE FLOOD ELEVATION
FF	FINISH FLOOR ELEVATION
FG	FINISH GRADE
MHHW	MEAN HIGHER HIGH WATER
MSL	MEAN SEA LEVEL
PAD	BUILDING PAD ELEVATION
PAE	PUBLIC ACCESS EASEMENT
SLR	SEA LEVEL RISE

Figure 7.5 Grading Cross Sections at Project Boundaries - Section G & H



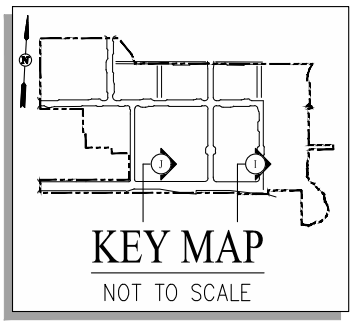
SECTION I
NOT TO SCALE



SECTION J
NOT TO SCALE

LEGEND

BFE	BASE FLOOD ELEVATION
FF	FINISH FLOOR ELEVATION
FG	FINISH GRADE
MHHW	MEAN HIGHER HIGH WATER
MSL	MEAN SEA LEVEL
PAD	BUILDING PAD ELEVATION
PAE	PUBLIC ACCESS EASEMENT
RW	RIGHT OF WAY
SLR	SEA LEVEL RISE



KEY MAP
NOT TO SCALE

Figure 7.5 Grading Cross Sections at Project Boundaries - Section I & J

Figure 7.6 FEMA Flood Map

8 STREET AND TRANSPORTATION SYSTEMS

The Project is designed to be an extension of the surrounding street grid framework creating a unified neighborhood and providing additional access routes from the Dogpatch to the Bay. The proposed street framework will be walkable, with blocks and buildings creating urban spaces at the human scale. The proposed street system within the Project is intended to serve local access at low speeds (25 mph) establishing an accessible neighborhood that prioritizes walking, biking and transit.

8.1 Proposed Street System

8.1.1 Public Streets

The Developer will be responsible for the design and construction of the proposed public streets within the Project. The primary framework of the proposed street grid will be public streets. The proposed public streets include Humboldt Street, Georgia Lane and Street, Maryland Street and Delaware Street between Humboldt Street and 23rd Street. All proposed public streets will be two-way, with a single lane of travel in each direction. The proposed public streets would provide the primary access for emergency and fire vehicles to the proposed buildings. The street network is designed consistent with the City of San Francisco's Better Streets Plan standards. See Figure 8.1 depicting the proposed street framework and locations of public streets.

See Table 8.1 outlining the proposed public street widths and components for each street segment. Also, see Figure 10.2 depicting the proposed utility configurations relative to each proposed street section.

8.1.2 23rd Street

23rd Street is a critical east / west gateway to the Project. The Project proposes to reconstruct the existing improvements to provide an inviting and safe corridor for bicycles, pedestrians and transit while allowing for the adjacent existing uses to maintain usability of this street. The existing adjacent uses include PG&E and other large electrical facilities along the western half of 23rd Street, as well as PDR uses with loading docks along the south side as 23rd extends to the east. The proposed improvements for 23rd Street include constructing sidewalks on the north side and portion of the south side, a parking protected bicycle lane on the north side and a parking protected bicycle lane on the south side that transitions to a Class II bicycle lane as it heads to the east. The improvements along the south side of the street will conform to and allow the existing loading docks to remain operable.

The proposed 23rd Street improvements will provide a connection from the surrounding neighborhoods to the Project, the Bay and the Blue Greenway, a continuous path envisioned to extend 13 miles along the southeastern waterfront of San Francisco.

The existing ownership of 23rd Street within the Project varies. The western half of 23rd Street is existing public right-of-way. The eastern half is a private street encumbered with access easements in favor of the properties to the south. Except for the addition of curbs to direct stormwater, the street design maintains the existing configuration of loading docks on the south side of the street. Pedestrians are directed to the sidewalk on the north side of the street, across from loading activities. The street is intended to be constructed to public street standards and is proposed to be a public street with Department of Public Works approval.

If the eastern half of 23rd Street remains as a private street, some of the public utility systems would be re-routed to not occupy this private street. See Section 18 providing a description of this scenario and the associated adjustments to the utility system configurations. See Table 8.1 outlining the proposed street widths and components for the various segments of 23rd Street.

8.1.3 Illinois Street

The Project proposes to complete certain pedestrian and traffic improvements on Illinois Street. These improvements will facilitate safe access into the Project and include crosswalks and accessible ramps. Traffic signals will be installed at the Illinois / 23rd Street and Illinois / Humboldt Street intersections.

Additionally, the Project will reconstruct the sidewalk along the east side of Illinois Street from Humboldt Street to 22nd Street improving the pedestrian experience and aesthetics of the Illinois Street corridor along the Project frontage. The existing street trees in this area will be removed and replaced.

8.1.4 Private Alleys

The proposed street system includes private alleys. These private alleys include Craig Lane, Louisiana Street and the portion of Delaware Street north of Humboldt Street. Louisiana and Delaware Streets will be designed to reduce vehicle speeds and be shared by pedestrian, bicycle and vehicle traffic. The alleys will be designed for 2-way travel, with the exception of Craig Lane which will be one-way travel from east to west. See Table 8.1 outlining the widths and components of the private alleys.

Table 8.1 Street and Alley Dimensions

Street	Construction Responsibility	Right-of-Way and Public Access Area Width (feet)	Street Elements and Width (feet)
Public Streets			
Maryland Street North of Humboldt Street (D4D Figure 5.17.5)	Developer	64’	West R/W – 15’ SW/6’ B/11’ TL/11’ TL/6’ B/ 15’ SW – East R/W
Maryland Street South of Humboldt (D4D Figure 5.17.2 & 5.17.4)	Developer	64’	West R/W – 15’ SW/6’ B/11’ TL/ 11’ TL/6’ B/15’ SW – East R/W *(1)*
Maryland Street at Power Station Park (D4D Figure 5.17.3)	Developer	64’ R/W + 16’ PAE	8’ PAE & SW – West R/W – 2’ SW/13’ P/6’ B/11’ TL/ 11’ TL/6’ B/13’ P/2’ SW – East R/W – 8’ PAE & SW *(1)*
Delaware Street – Power Station Park to 23rd Street	Developer	59’	West R/W – 19’ SW*/ 13’ TL / 13’ TL / 14’ SW – East R/W (*Sidewalk width may vary for parking bays)
Delaware Street at Shuttle Stop (D4D Figure 5.21.3)	Developer	59’	West R/W – 10’ SW / 10’ BS / 13’ TL / 12’ TL / 14’ SW – East R/W
Delaware Street – Humboldt Street to Power Station Park (D4D Figure 5.21.2)	Developer	59’	West R/W – 19’ SW / 14’ TL / 12’ TL / 14’ SW – East R/W
Delaware Street at Power Station Park (D4D Figure 5.21.4)	Developer	59’	West R/W – 19’ SW/13’ TL/12’ TL/8’ P/7’ SW – East R/W – 42’ Plaza
Georgia Street (D4D Figure 5.19.2)	Developer	70’	West R/W – 15’ SW*/ 8’ P/ 12’ TL/ 12’ TL/ 8’ P/ 15’ SW* – East R/W (*Sidewalk width may vary for AP bays)
Georgia Lane (with Station A) (D4D Figure 5.20.2 & 5.20.3)	Developer	40’	West R/W – 8’ SW/ 10’ TL/ 10’ TL/ 6’ B/ 5.5’ SW / 0.5’ BE – East R/W
Georgia Lane (without Station A) (D4D Figure 5.20.4 & 5.20.5)	Developer	40’ R/W + 3’ PAE	West R/W – 8’ SW / 10’ TL / 10’ TL / 6’ B / 6’ SW – East R/W – 3’ PAE & SW
Humboldt Street (D4D Figure 5.18.2)	Developer	70’	North R/W – 15’ SW*/ 8’ P/ 12’ TL/12’ TL/ 8’ P/ 15’ SW* – South R/W (*Sidewalk width may vary for AP bays)

Table 8.1 Street and Alley Dimensions *(Continued)*

Street	Construction Responsibility	Right-of-Way and Public Access Area Width (feet)	Street Elements and Width (feet)
23rd Street – Illinois Street to PG&E Substation (D4D Figure 5.16.2)	Developer	80’	North R/W – 12’ SW/6’ B/4’ BF/8’ P/10’ TL/10’ TL/8’ P/4’ BF/6’ B/12’ SW – South R/W
23rd Street – PG&E Substation to Georgia Lane (D4D Figure 5.16.3)	Developer	80’	North R/W – 12’ SW/ 7’ B/ 6’ RB/12’ TL/ 13’ TL/ 8’ P/ 4’ BF/ 6’ B/ 12’ SW – South R/W
23rd Street (with Station A) – Georgia Lane to Louisiana Paseo (D4D Figure 5.16.4)	Developer	80’	North R/W – 0.8’ BE / 9.2’ SW/5’ B/4’ BF/8’ P/ 10’ TL/10’ TL/ 5’ B/28’ L – South R/W
23rd Street (without Station A) – Georgia Lane to Louisiana Paseo (D4D Figure 5.16.5)	Developer	80’ R/W + 5’ PAE	5’ PAE & SW – North R/W – 10’ SW / 5’ B / 4’ BF / 8’ P / 10’ TL / 10’ TL / 5’ B / 28’ L – South R/W
23rd Street – Louisiana Paseo to Maryland Street (D4D Figure 5.16.6)	Developer	52’ R/W + 5’ PAE	5’ PAE & SW – North R/W – 10’ SW/5’ B/4’ BF/8’ P/10’ TL/10’ TL/5’ B – South R/W – 28’ L
23rd Street – Maryland Street to Delaware (with bus boarding) (D4D Figure 5.16.7)	Developer	62’	North R/W – 12’ SW/ 5’ B/ 9’ BI/11’ BS/ 10’ TL/ 10’ TL/ 5’ B – South R/W – 4’ F
23rd Street – Maryland Street to Delaware (without bus boarding) (D4D Figure 5.16.8)	Developer	62’	North R/W – 12’ SW/ 5’ B/ 4’ RB/ 5’ BF / 11’ BL / 10’ TL/ 10’ TL/ 5’ – South R/W – 44’ L
Illinois Street – Humboldt Street to 22nd Street (D4D Figure 5.25.1)	Developer (Remove and Replace East Sidewalk Zone Only)	80’	West R/W – 15’ SW / 9’P / 5’B / 11’ TL / 11’ TL / 5’ B / 9’ P / 15’ SW – East R/W – 33’ Plaza
22nd Street – Illinois Street to Georgia Street (D4D Figure 5.24.1)	Pier 70	66’	North R/W – 12’ SW / 5.5’ B / 11’ TL / 11’ TL / 5.5’ B / 9’ P / 12’ SW – South R/W

Table 8.1 Street and Alley Dimensions *(Continued)*

Street	Construction Responsibility	Right-of-Way and Public Access Area Width (feet)	Street Elements and Width (feet)
Private Streets			
Delaware Street – North of Humboldt Street (D4D Figure 5.21.6)	Developer	40’	West R/W – 7’ SW/ 3’ DW/ 10’ TL/10’ TL/ 3’ DW/ 7’ SW – East R/W
Craig Lane (Without Loading) (D4D Figure 5.23.2)	Developer	30’ R/W + 4’ PAE	North R/W – 7’ SW/ 4’ LS/ 14’ TL/ 4’ LS/ 1’ SW – South R/W – 4’ PAE & SW
Craig Lane (With Loading) (D4D Figure 5.23.3 & 5.23.4)	Developer	30’ R/W + 4’ PAE	North R/W – 7’ SW / 8’ P/ 14’ TL / 1’ SW– South R/W – 4’ PAE & SW
Louisiana Street (D4D Figure 5.22.2)	Developer	40’	West R/W – 7’ SW /3’ DW/10’ TL/10’ TL/3’ DW/7’ SW – East R/W

Abbreviations

ROW	Right-of-Way	BI	Bus Boarding Island
TL	Travel Lane	BL	Bus Lane
SW	Sidewalk	L	Loading
B	Bicycle Lane	E	Easement
P	Parking / Loading	BF	Striped Buffer
BS	Bus / Shuttle Stop	RB	Raised / Curbed Buffer
DW	Detectable Warning / Bollards	LS	Landscape
C	Curb	PAE	Sidewalk in Public Access Area
F	Furnishing	AP	Accessible Parking
RB	Raised Buffer	BE	Building Encroachment

Notes:

1. *The bike lane design for Maryland Street is tentative. The project will continue to work with the City towards a design of a separated bikeway within the 64’ right-of-way proposed on Maryland Street. Such a design change would be reviewed by the City infrastructure agencies and incorporated into City approvals as part of the first Basis of Design submittal.*
2. *Additional building encroachments may be required for the preservation of Station A and will be determined with final design of Block 15.*

8.1.5 Bicycle Network

The proposed street grid will include a network of bicycle facilities providing connectivity to the existing and planned larger network of bicycle facilities within the vicinity of the Site. The project will construct the segment of the Blue Greenway along the Project waterfront providing a Class I bicycle facility along the Bay. The Project will also provide an important east / west linkage of bicycle facilities along 23rd Street from the waterfront to Illinois Street. The bicycle facilities within 23rd Street include a parking protected 5 to 7 foot wide westbound bicycle lane on the north side and a parking protected 5 foot wide bicycle lane that transitions (west to east) to a Class II bicycle lane along the south side of the street. Additionally, the proposed design for Maryland Street includes a north / south connection with 6 foot wide Class II bicycle lanes. The bike lane design for Maryland Street is tentative. The project will continue to work with the City towards a design of a separated bikeway within the 64' right-of-way proposed on Maryland Street. Such a design change would be reviewed by the City infrastructure agencies and incorporated into City approvals as part of the first Basis of Design submittal. Georgia Lane also provides a north bound 6 feet Class II bicycle lane. All other public streets will include travel lanes with sharrow markings providing Class III bicycle facility linkages throughout the street network. The bicycle facilities will be designed to provide safe cycling through the Project. See Figure 8.2 depicting the proposed bicycle facilities.

8.1.6 Transit Access

The Project is located in close proximity to both regional and local public transit services. A planned Muni bus line route has been accommodated in the proposed street framework design. The planned Muni line, currently referred to as Dogpatch 55, will be routed through Maryland, Humboldt, Delaware and 23rd Streets. See Figure 8.3 depicting this planned bus route. A terminal bus stop has been located along 23rd Street between Maryland and Delaware Streets. The proposed bus layover will accommodate two, 40-foot-long Muni buses and will provide a bathroom facility nearby for drivers. See the Buildings section of the D4D for the standards of the bathroom facility location within Block 12. The intersections within this route will be designed for Bus-45 turning movements. See Appendix F for the bus turning movements through the Project.

As part of the Project's proposed Transportation Demand Management Plan ("TDM"), the project includes implementation of a transit shuttle service, with minimum service of 15-minute intervals during weekday morning and evening peak periods. The shuttle service would provide access between the project site, the 22nd Street Caltrain station, and the 16th Street BART station. The shuttle service may or may not connect with the shuttle service to be provided under the Pier 70 Mixed-Use District project. The shuttle will use the planned terminal bus stop until the Muni line "Dogpatch 55" is operational, at which

time the shuttle stop will move to its permanent location on Delaware Street adjacent to Block 8. Figure 8.4 presents the proposed transit shuttle plan in the project site vicinity and the permanent shuttle layover space location.

8.1.7 Parking and Loading

The proposed Project will provide approximately 2,622 off-street vehicle parking spaces. A centralized parking facility will be located at the intersection of Humboldt Street and Georgia Street and contain approximately 819 parking spaces. The remaining off-street parking spaces will be dispersed in podium parking structures on other development blocks. All parking will be accessory to principal uses. No off-street parking will be provided for proposed retail uses on the project site, except for the potential grocery store. Approximately 22 on-street passenger loading spaces will be provided along the internal streets and approximately 54 commercial delivery spaces will be provided, either through in-building loading docks or on-street loading zones along the internal streets. The remainder of the curb space not dedicated to off-street parking and loading will be divided into on-street parking and passenger loading spaces, including accessible parking and universal loading stalls. In total, the Project provides approximately 108 parking and loading spaces on-street.

All development blocks will allow – but not require – parking one level below-grade or parking within above-grade podium levels subject to the project's D4D controls. The project will provide car-share parking spaces, consistent with the project's D4D controls.

Class one bicycle parking spaces will be located either on the ground floor of each building or in the first level above or below ground floor, in locations compliant with the project's D4D controls. The proposed Project will include Class II bicycle parking spaces, all of which will be located in the right-of-way adjacent to each building or in the publicly accessible open space.

8.2 Street Design Considerations

8.2.1 Raised Street Crossings

The Project proposes to integrate raised street segments to provide additional traffic calming and pedestrian priority on Humboldt, Maryland, and Delaware Streets adjacent to the Power Station Park and Louisiana Paseo, and Georgia Lane. These zones are anticipated to have more intensive pedestrian activities related to the adjacent Park, plazas and outdoor retail areas. The objective of these raised street areas is to calm traffic traveling

through this area to provide safe crossings for pedestrians encouraging the use of the park and open space amenities within this Project.

The raised street area will have transition areas in the street slope at the entry and exit of the raised street area that will be designed at a maximum of 5% slope. The curbs will transition from full standard height to four inches though the transition areas. Within the raised street areas, specific crosswalk locations will be provided to designate where pedestrians have priority to cross. The vehicle travel zones will be delineated from pedestrian areas by the four-inch tall curbs. Additionally, vertical elements such as street trees or furniture will delineate between the pedestrian and vehicle zones. The raised street will be designed to meet the City's requirements for 100-year design storm and overland release. See Figure 8.5 depicting the proposed raised street crossing configuration.

8.2.2 Intersection Curb Extensions

The proposed street designs will include curb extensions at intersections within the Project. The curb extensions will enhance pedestrian safety and will be designed consistent with the San Francisco Better Streets Plan. The curb extensions will be designed to maximize the pedestrian space, while maintaining the required utility clearances and turning movement accommodations. See Figure 10.2 depicting the utility placements at the curb extension locations. Also, see Figure 8.8 for intersection geometry.

8.2.3 Sidewalk Easements

Public sidewalk easements will be provided at locations that vehicle accommodations, accessible ramps or parking stalls reduce the sidewalks to widths less than required by the San Francisco Better Streets Plan. These easements will provide safe passable sidewalk conditions and will be integrated with the open-space and building designs.

8.2.4 Fire Department Access

The proposed streets will be designed to accommodate turning movements of the City of San Francisco 57-foot articulated fire truck and the SFFD Engine, in accordance with the Subdivision Regulations and the California Fire Code. See Figure 8.11 depicting the fire access areas planned within the street network. The following is a summary of the fire access integrated into the street network to provide emergency and fire protection to the various development blocks and open spaces:

Type I Commercial, R&D, Office and Residential – *Blocks 1A, 2, 3, 5A, 5B (Parking Garage), 7B, 11, 12 and 15*

- 26' wide unobstructed fire access adjacent to 50% of the building street frontage, including 100' to 200' (200' preferred) staging area at the building lobby.
- 26' fire access area is to be positioned such that the truck ladder turn table is 15' to 30' from building.

Type III A Residential – *Blocks 1B, 4, 7A, 8, 13A, 13B, 13C and 14*

- 26' wide unobstructed fire access adjacent to 50% of the building street frontage, including 150' to 200' (200' preferred) staging area at the building lobby.
- 26' fire access area is to be positioned such that the truck ladder turn table is 15' to 30' from building.

Type V Residential and Hotel – *Block 9*

- 26' wide unobstructed fire access adjacent to 50% of the building street frontage, including 150' to 200' (200' preferred) staging area at building lobby.
- 26' fire access area is to be positioned such that the truck ladder turn table is 15' to 30' from building.
- Aerial ladder truck access (26' wide) to all bedroom egress windows over 40'.

Unit 3

The feasibility of adaptively reusing Unit 3 is under evaluation. Accordingly, multiple scenarios are being studied. The fire access requirements for each scenario are as follows:

- Unit 3 & Block 9 considered as 1 building by DBI, Type I construction -
  - 26' wide unobstructed fire access adjacent to 50% of the building street frontage, including 100' to 200' (200' preferred) staging area at the building lobby.
  - 26' fire access area is to be positioned such that the truck ladder turn table is 15' to 30' from building.

- Unit 3 Type I & Block 9 Type IIIA (2 buildings)
  - 26' wide unobstructed fire access adjacent to 50% of the building street frontage, including 100' to 200' (200' preferred) staging area at the lobby for each building.
  - 26' fire access area is to be positioned such that the truck ladder turn table is 15' to 30' from building.

Humboldt Street Plaza

- Provide 26' wide unobstructed fire access for 150' extending from intersection with Delaware Street.
- Provide 26' wide, 100-150 feet long staging area at the building lobby of Building 4 and 9 along Humboldt Plaza.
- Provide 20' wide emergency access extending to and along waterfront.

Louisiana Street

- If Block 1 is comprised of 2 buildings, 1A and 1B, provide 26' wide unobstructed fire access for 150' extending from intersection with Humboldt Street.
- Provide 26' wide 100-150 feet long staging area at the Building 1B and 2 lobbies along Louisiana Street.
- Bollards separating the pedestrian zones from the travel way are acceptable to be placed within the 26' wide fire access area.
- Provide 20' wide emergency access extending to Craig Lane.

Delaware Street *(North of Humboldt Street)*

- Provide 26' wide unobstructed fire access for 150' extending from intersection with Humboldt Street.
- Provide 26' wide 100-150 feet long staging area at the Building 4 lobby along Delaware Street.
- Bollards separating the pedestrian zones from the travel way are acceptable to be placed within the 26' wide fire access area.
- Provide 20' wide emergency access extending to Craig Lane.

Craig Lane

- One way 14' wide alley is acceptable and not required for fire access.
- Provide access for emergency vehicles (engine and ambulances) to make turns onto and from Craig Lane.

Truck Turning Requirements

- Truck turning templates shall be provided demonstrating the SFFD aerial ladder truck and engine can adequately maneuver through the proposed intersections.
- The truck and engine are allowed to turn into the opposing travel lane so long as a separation from the truck to the opposing curb of 7' minimum is maintained.

Unobstructed Width

- The required unobstructed width for fire department access areas assumes that on-street parked cars only utilize 7' from the adjacent curbs.

See Appendix H including the Fire Access Criteria Memorandum outlining this criteria's application within the project and as approved by San Francisco Fire Departments. Also, see Appendix G depicting the fire aerial truck and engine turning movements within each intersection.

8.2.5 Large Vehicle Access

The proposed street network will accommodate commercial trucks and tractor trailer trucks in accordance with Better Streets Plan.

The public streets are designed for SU-30 vehicles, including Maryland, Humboldt, Georgia and Delaware Streets. Vehicles accessing the site up to the size of WB-40 can be accommodated within the public streets.

The streets and intersections along the bus route are designed for the Bus-45 vehicle.

23rd Street is a mixed-use / industrial street type and is designed for WB-40 vehicles.

Additionally, vehicles accessing the site up to the size of a WB-67 can be accommodated on a limited route to access Blocks 1, 5 and 13. A Transportation Program Manager will manage conflicts and reasonably accommodate truck deliveries. See Appendix E depicting the large vehicle turning movements at each intersection.

Georgia Lane, Craig Lane, Louisiana Street and Delaware Street north of Humboldt Street, are designed for passenger vehicles and can accommodate SU-30 vehicles.

8.2.6 Universal Access Parking

The proposed streets will be designed with Universal Passenger Loading Zones and Accessible Parking Zones at select locations. The locations of these facilities will be distributed throughout the Project to provide convenient access to buildings and open spaces.

The Universal Passenger Loading zones will be curbside stalls limited to five-minute stops per SFMTA regulations. Each universal loading stall will be universally accessible and American Disabilities Act ("ADA") compliant. These stalls will be 20-feet long, have adjacent sidewalk with a 9' minimum throughway clear of obstacles with a loading area and SFDPW standard curb ramp.

On-street accessible parking stalls will be provided in accordance with ADA regulations and CBC Chapter 11B requirements (Table 11B-208.2). The accessible stalls will be generally located near intersections or access points to buildings and open space areas. These stalls will be 20-feet long, have signage and striping for an accessible stall, have adjacent sidewalk clear of obstructions, a 10-foot loading area at the rear with a SFDPW standard curb ramp. See Figure 8.8 depicting the typical configuration of these universal loading and accessible stalls.

8.2.7 22nd Street and Georgia Street Intersection

Georgia Street is proposed to intersect with 22nd Street. The slope of 22nd Street at this intersection is approximately 3%. The cross slope of Georgia Street will need to transition to a super-elevated condition as it approaches this intersection. The proposed intersection configuration, grading and sight distances are depicted on Figure 8.6 and 8.7.

8.2.8 Driveways

Driveways and building openings dedicated to parking and loading access shall be minimized. Entrances for off-street parking and off-street loading shall be combined where possible. The placement of parking and loading entrances should minimize interference with street-fronting active uses and with the movement of pedestrians, cyclists, public transit, and autos. Off-street parking and loading entrances shall be located to minimize the loss usable curb space. Driveway for grocery store loading may require curb cut of up to 53 feet.

8.2.9 Street Pavement, Curb and Gutter and Sidewalk Sections

The proposed public streets will be constructed consistent with the City standard structural section consisting of eight inches of Portland cement concrete and a two-inch asphalt concrete wearing surface. 23rd Street will be reconstructed with the City standard structural section. Pavement within Illinois Street will be replaced as needed to address utility trenching completed with the Project.

Alternative paving materials and sections such as Class II aggregate base, decorative asphalt and concrete paving, pervious pavers and porous paving may be used if approved by the SFDPW. The public streets, including City standard curbs, gutters and sidewalks, will be maintained by the SFDPW. Please see Figure 8.10 depicting the intended pavement surfaces for the various streets.

8.2.10 Existing Infrastructure

The existing infrastructure within the Project site depicted on Figure 4.2 will limit the allowed locations of streetscape landscaping, street trees, street furniture and signage on 23rd Street and Humboldt Street (west of Block 5).

8.2.11 Street Lighting

The Project street lighting system will be designed and constructed by the Developer within the proposed streets. The proposed street lighting will comply with the City of San Francisco standards.

8.2.12 Traffic Control and Signalization

The Project will design and construct traffic signals at the intersections of 23rd Street / Illinois Street and Humboldt Street / Illinois Street, in accordance with SFMTA standards, and subject to SFMTA review and approval.

8.3 Maintenance and Street Acceptance

The public streets will be maintained by the SFDPW. The Developer will be responsible for the maintenance of the public streets within the Project until such time as they are accepted by the City for maintenance and liability purposes.

Upon acceptance of the new and improved public streets by the City, responsibility for the operation and maintenance of the roadway and streetscape elements will be designated as defined in the City of San Francisco Municipal Code.

The private streets will be maintained by a Project Master Association or another entity created by the Developer to manage the long-term responsibility for the operation and maintenance of the private streets.

8.4 Phasing of Improvements

The proposed street system will be constructed in phases as depicted in the phasing plan, see Figure 1.3. Each Phase will connect to the existing streets as close to the perimeter of that Phase area as possible while maintaining safe access to the Project and surrounding areas. Repairs and or replacement of existing improvements will be made as necessary to serve the Phase.

The Phased Infrastructure may include deferring sidewalk and street planting zones until the building construction on adjacent Development Parcels is completed. Construction of each proposed Development Parcel and associated Phased Infrastructure may impact site accessibility. During construction of each Development Parcel and associated Phased Infrastructure, interim access shall be provided and maintained for active utility access and emergency vehicles, subject to San Francisco Fire Department ("SFFD") requirements, as necessary. Within active streets to remain open, pedestrian access shall be maintained on at least one side where adjacent to an active construction area.

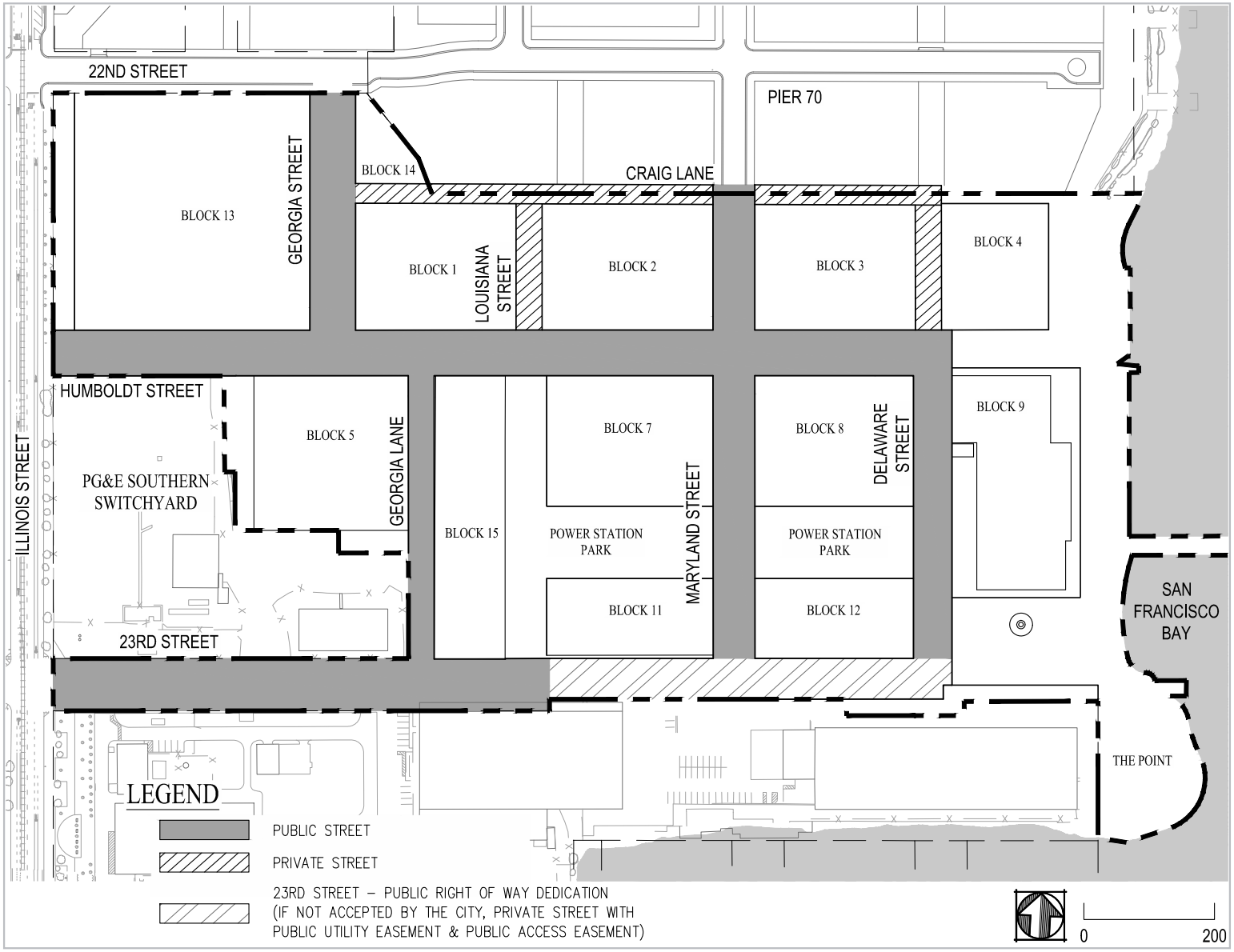


Figure 8.1 Proposed Street System

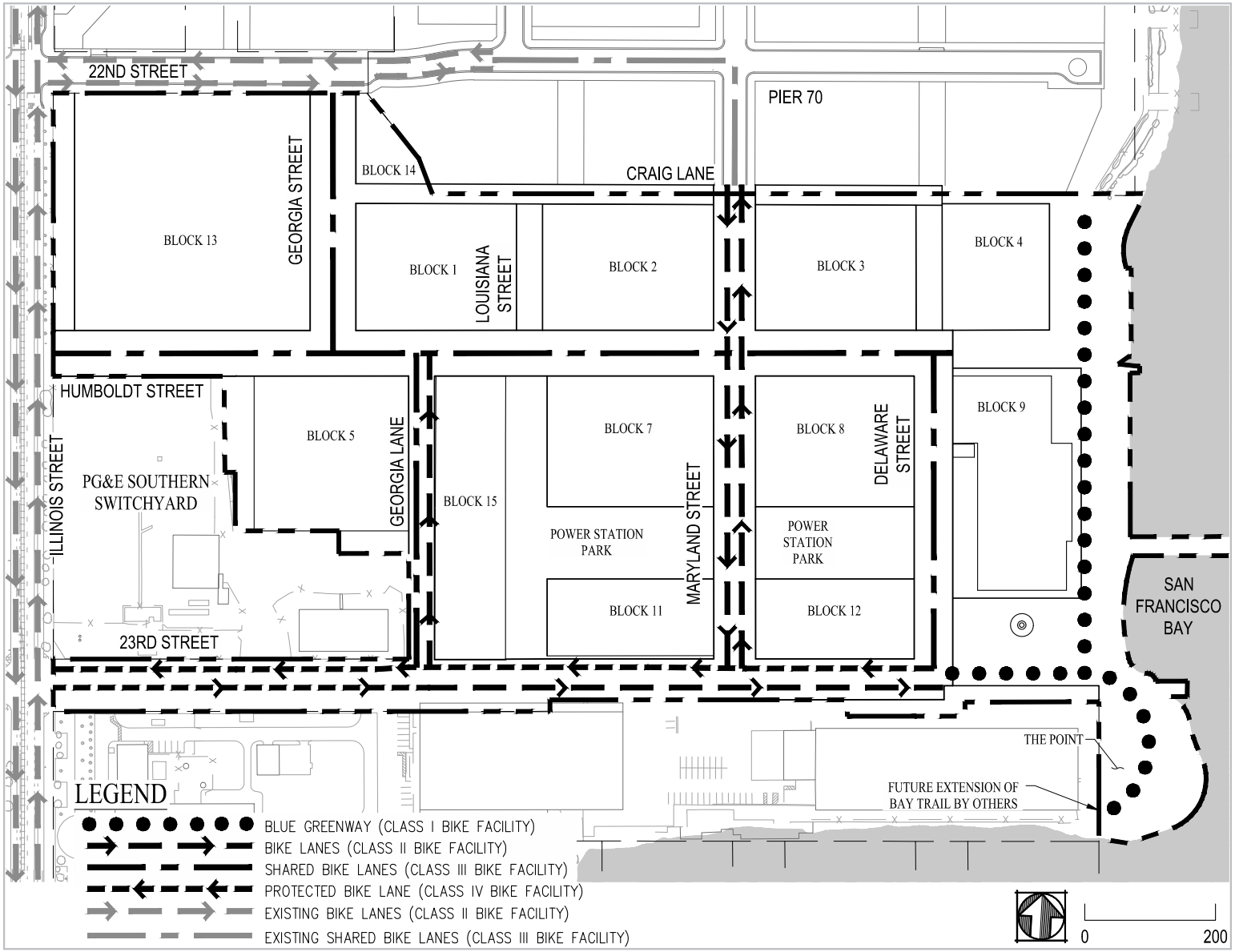


Figure 8.2 Proposed Bike Facilities

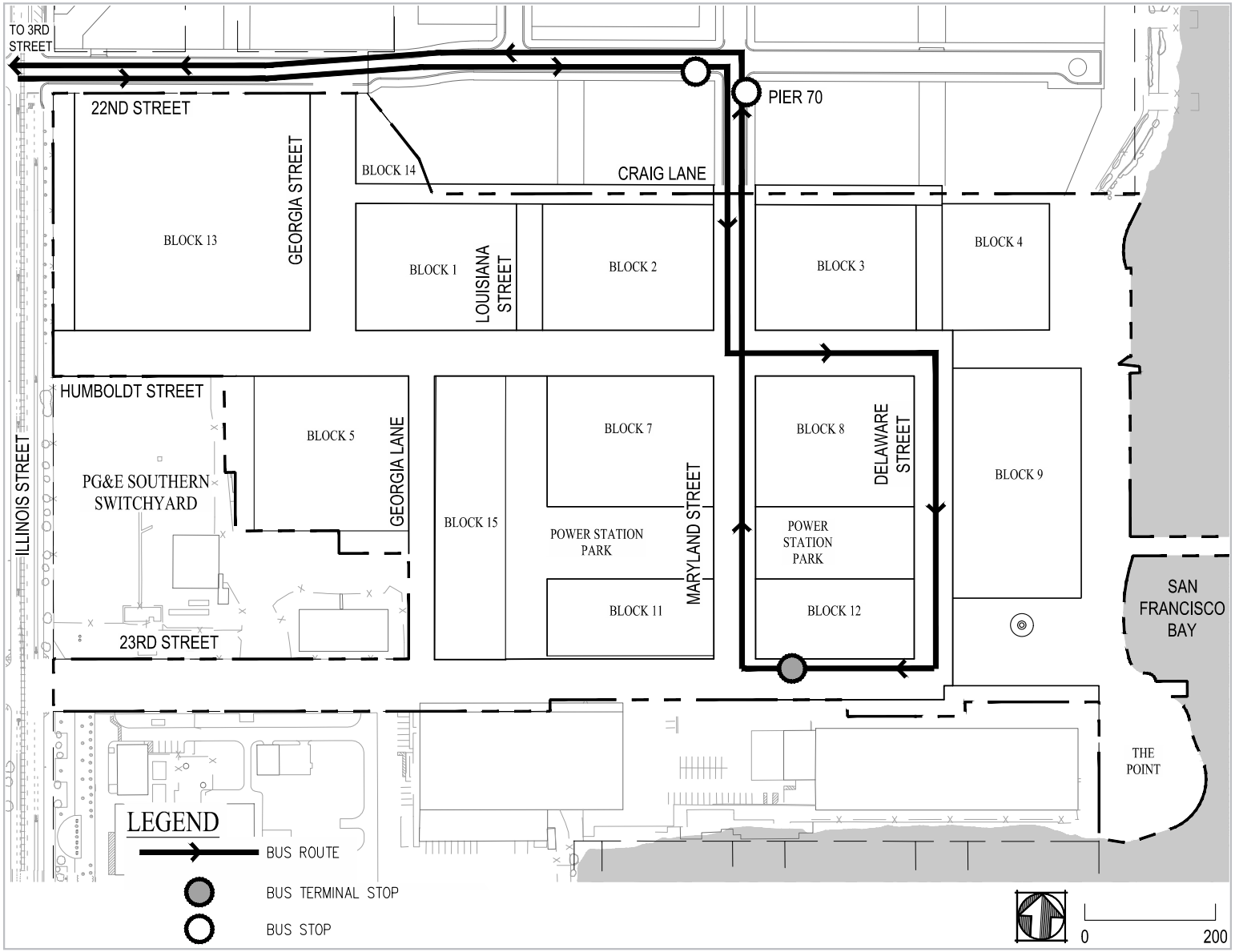


Figure 8.3 Planned Bus Route

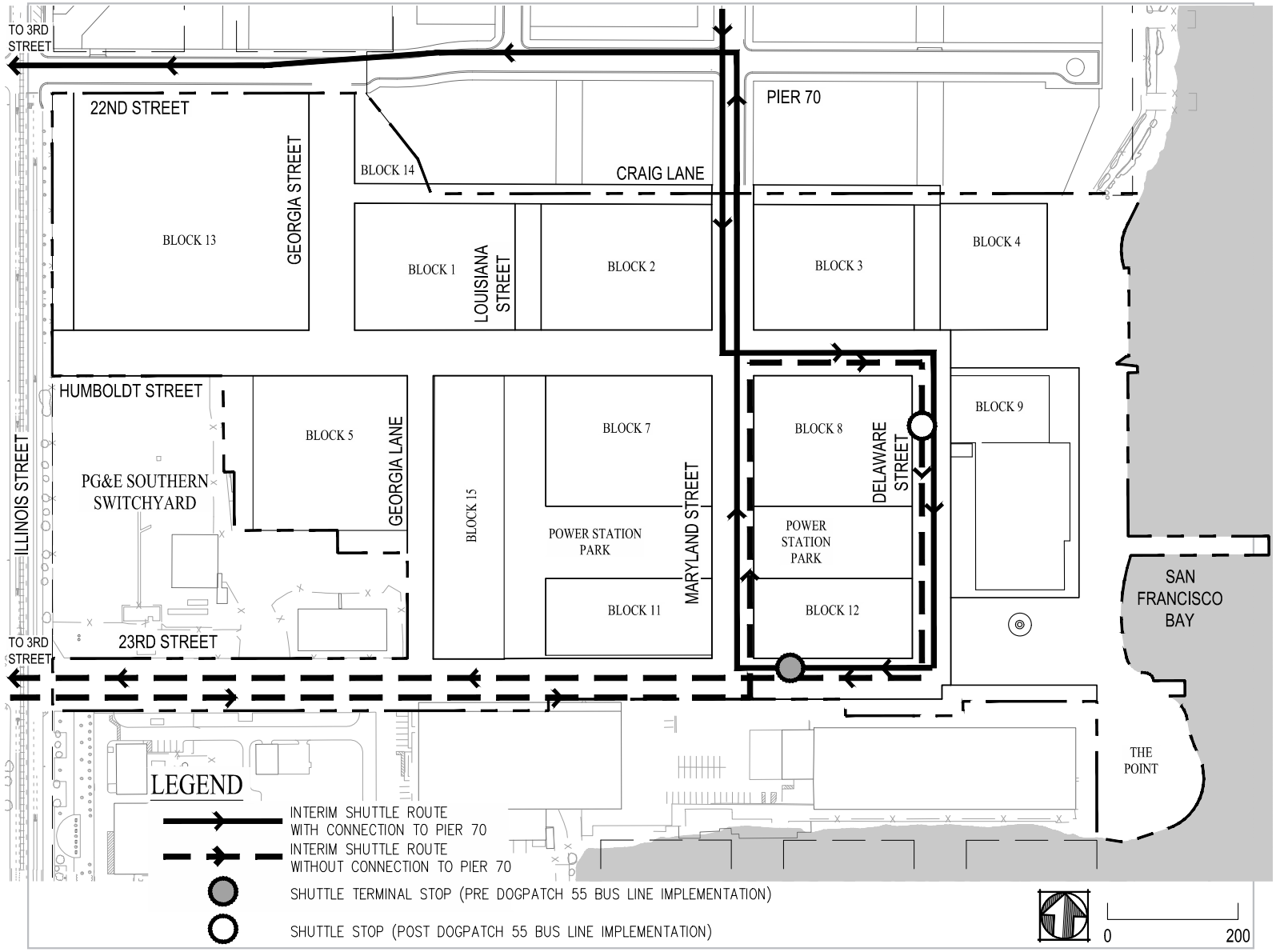


Figure 8.4 Planned Interim Shuttle Route

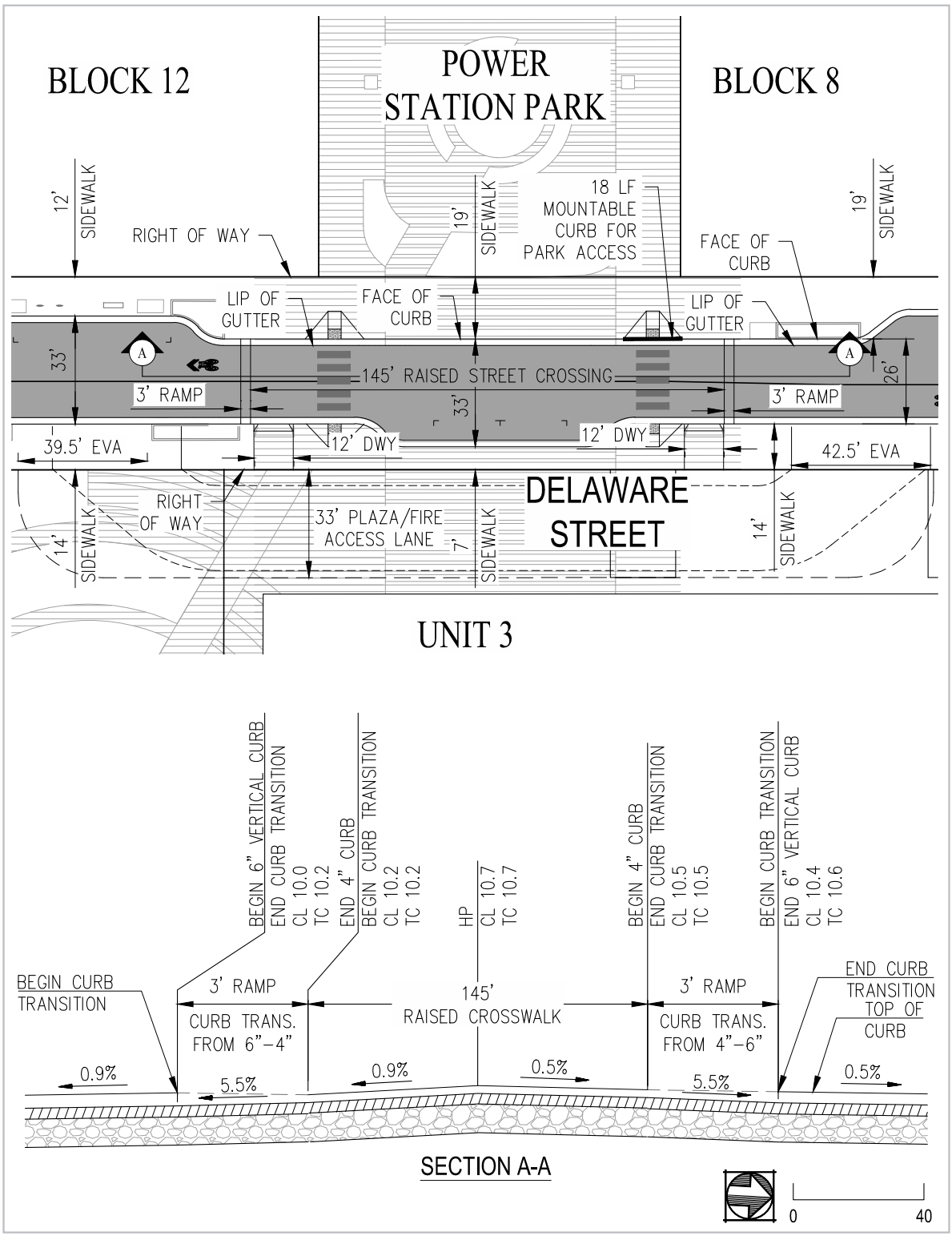


Figure 8.5 Raised Street Crossings – Delaware Street

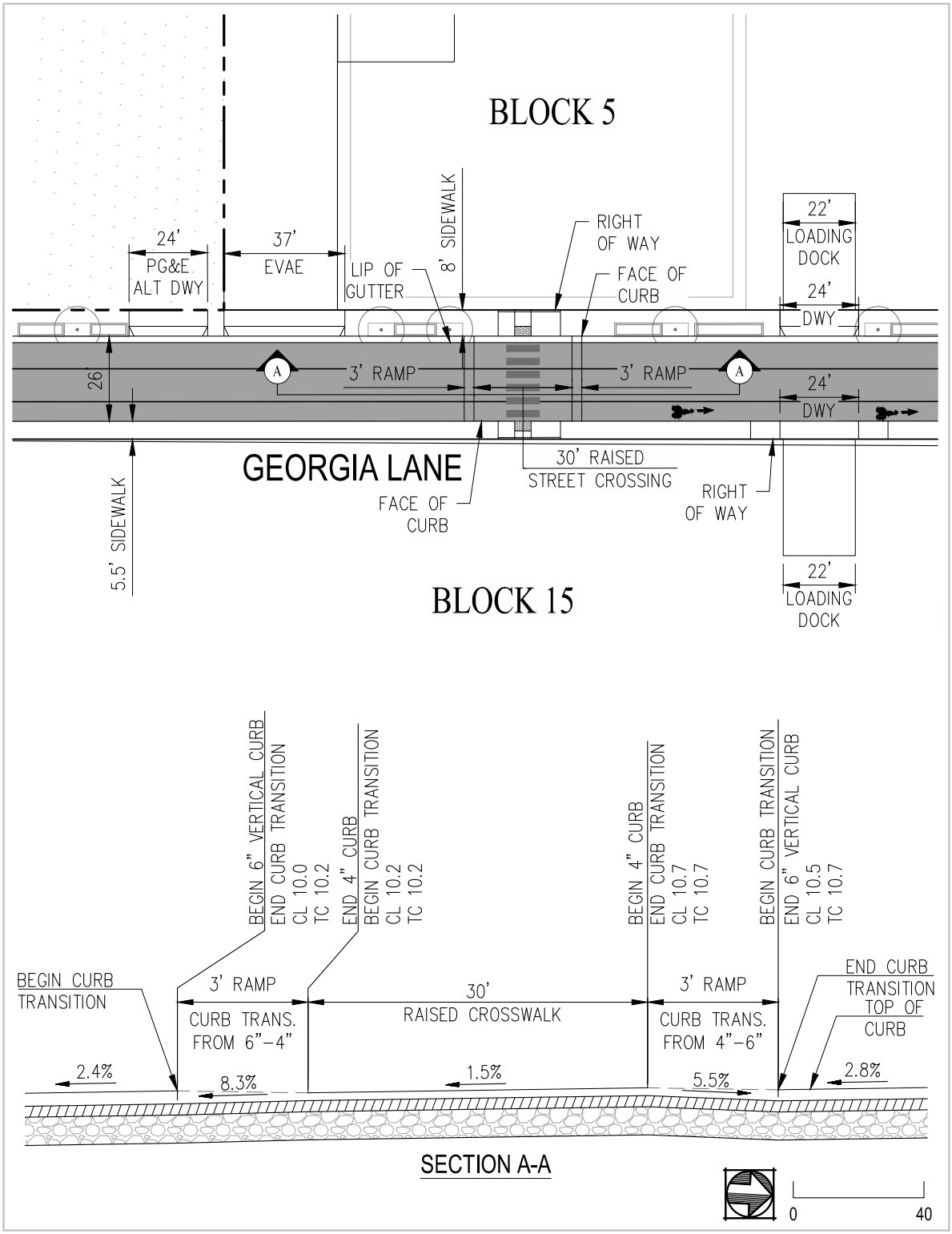


Figure 8.5 Raised Street Crossings – Georgia Lane

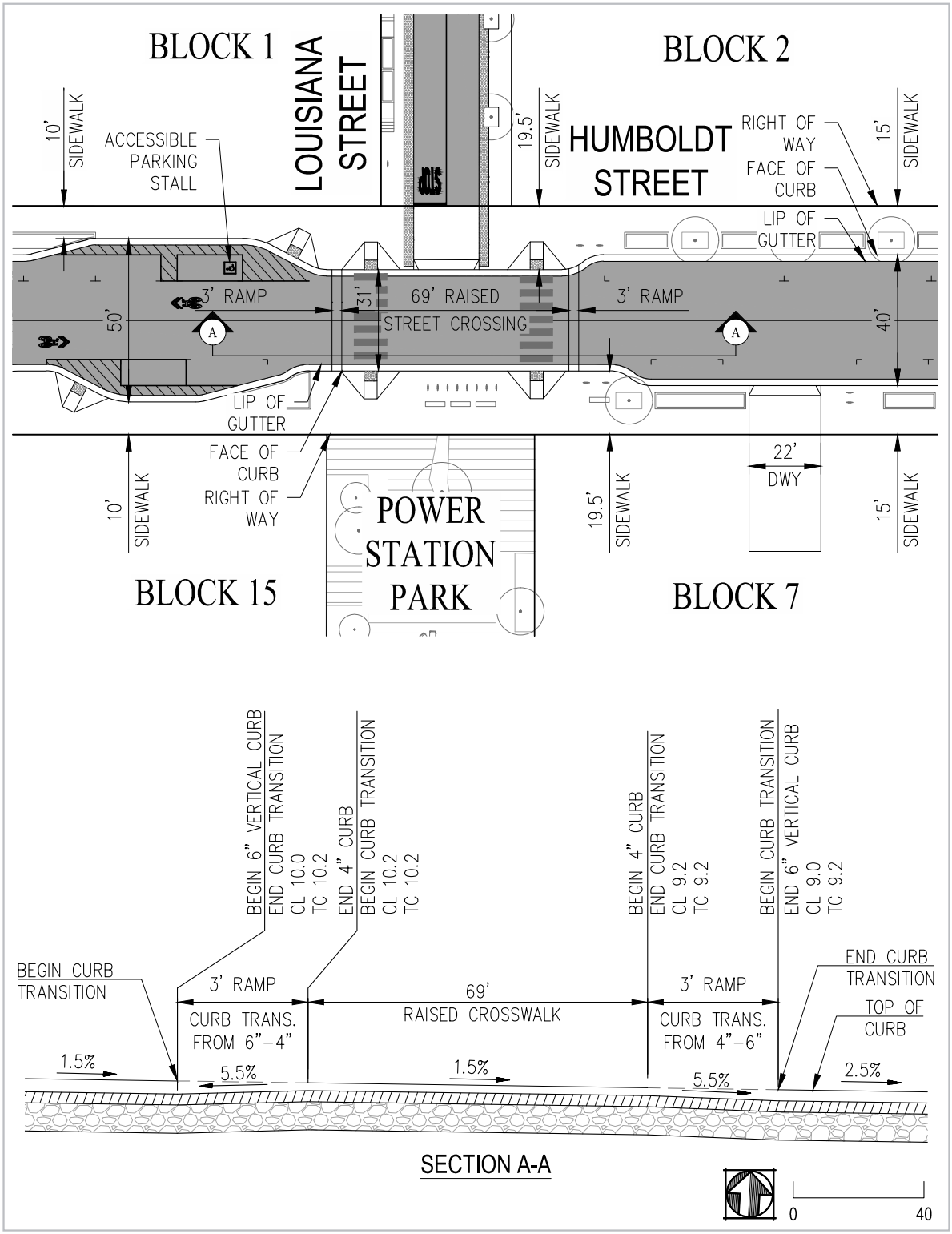


Figure 8.5 Raised Street Crossings – Humboldt Street

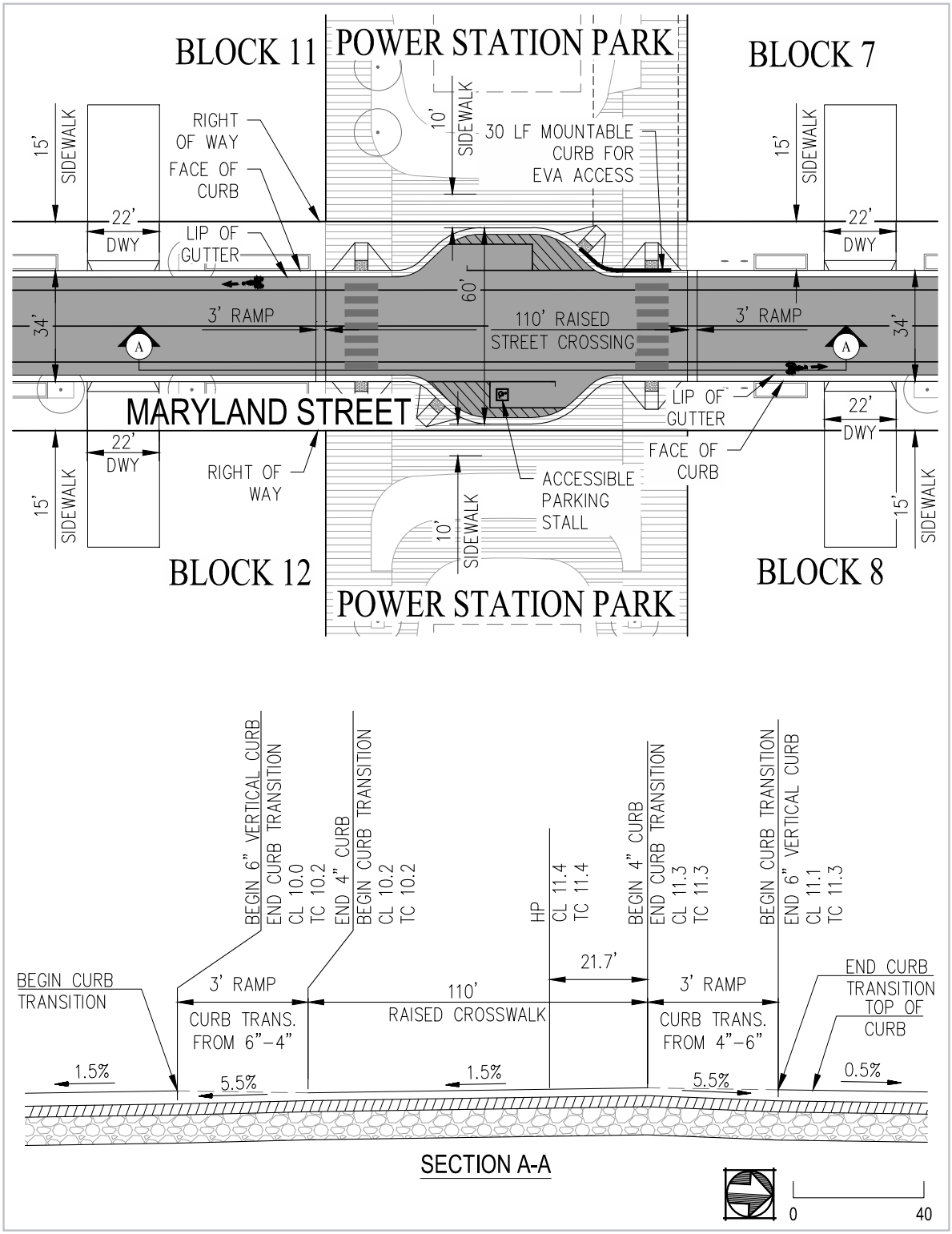


Figure 8.5 Raised Street Crossings – Maryland Street

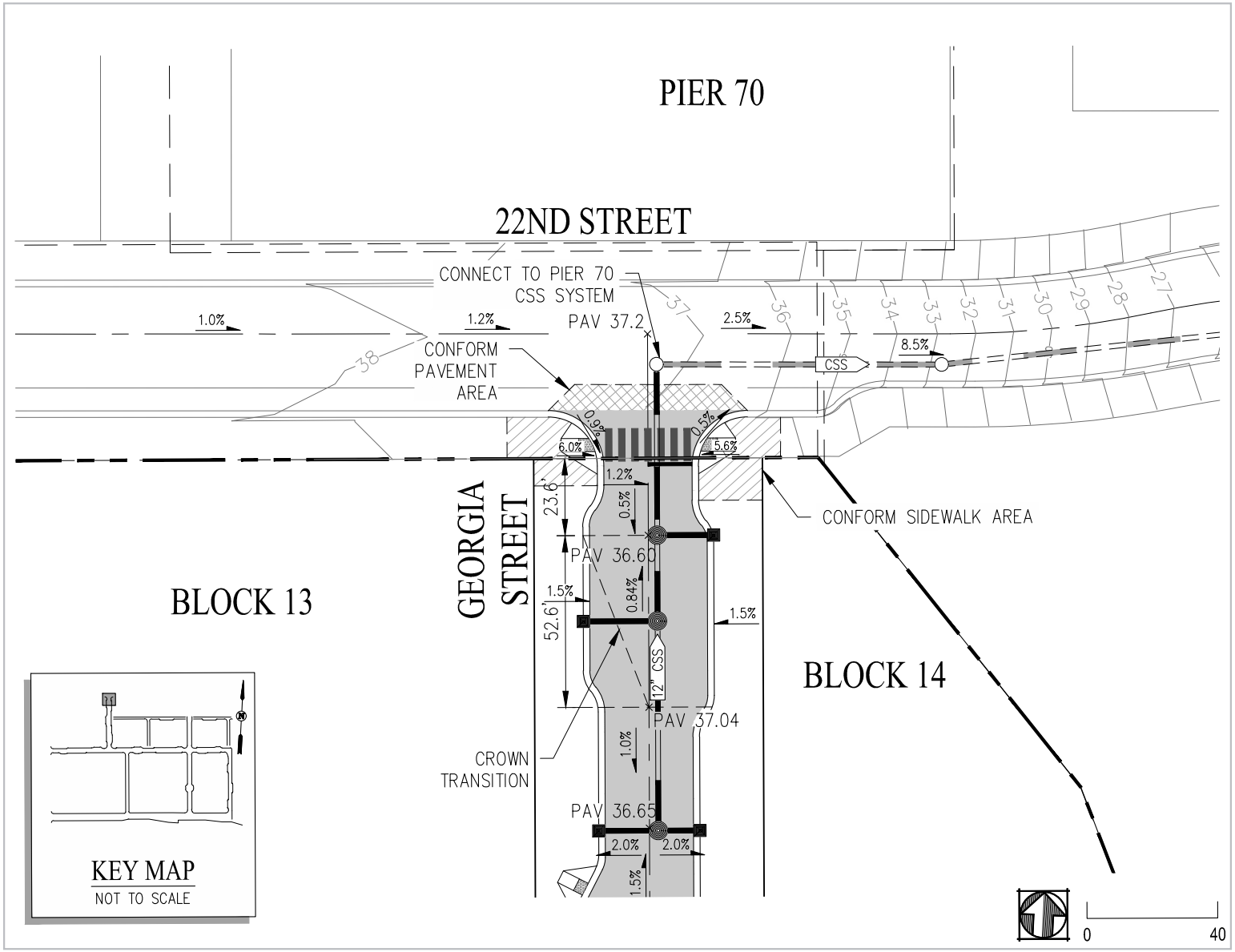
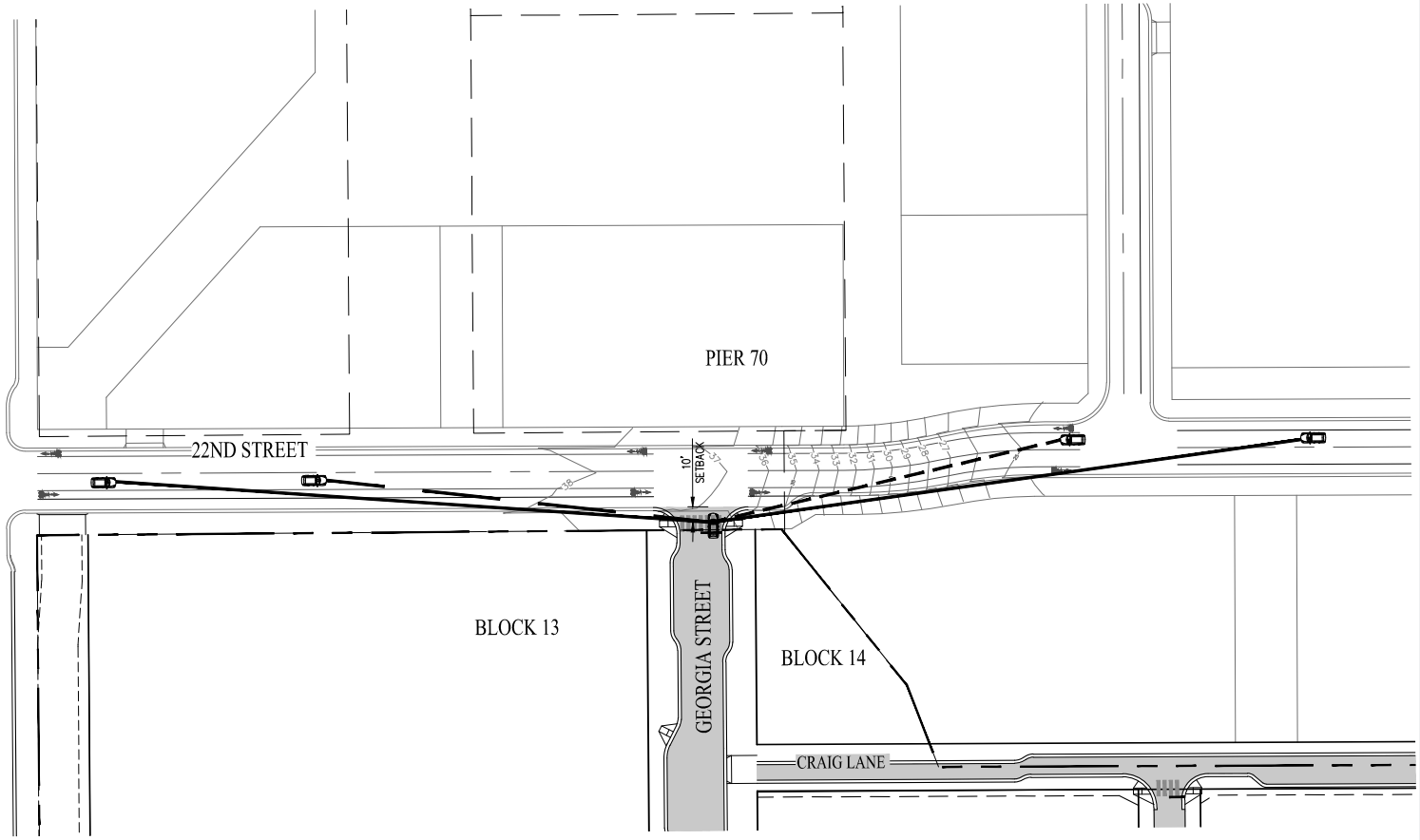


Figure 8.6 22nd Street & Georgia Street Intersection Preliminary Grading



NOTES:

1. DESIGN SPEED = 35 MPH (POSTED 25 MPH)
2. CREST VERTICAL CURVE STOPPING SIGHT DISTANCE PER CALTRANS HIGHWAY DESIGN MANUAL FIGURE 201.4
3. CORNER SIGHT DISTANCE PER CALTRANS HIGHWAY DESIGN MANUAL TABLE 405.1A
4. STOPPING SIGHT DISTANCE PER CALTRANS HIGHWAY DESIGN MANUAL TABLE 201.1

LEGEND

CORNER SIGHT DISTANCE (385')

STOPPING SIGHT DISTANCE (250')

VERTICAL CURVE STOPPING SIGHT DISTANCE (233')

0 100

Figure 8.7 22nd Street & Georgia Street Intersection Sight Distances

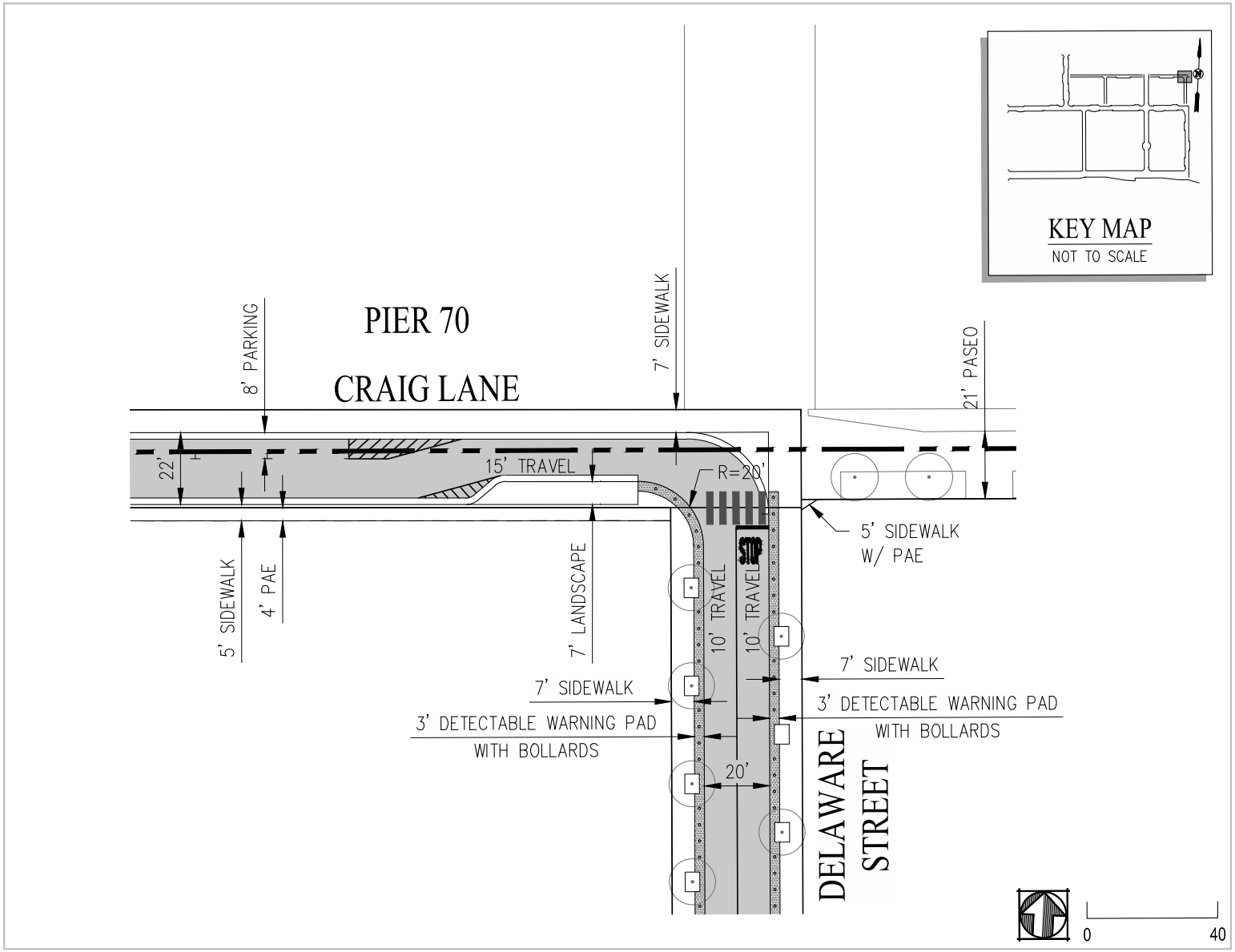


Figure 8.8 Intersection Geometry (Craig Lane & Delaware Street)

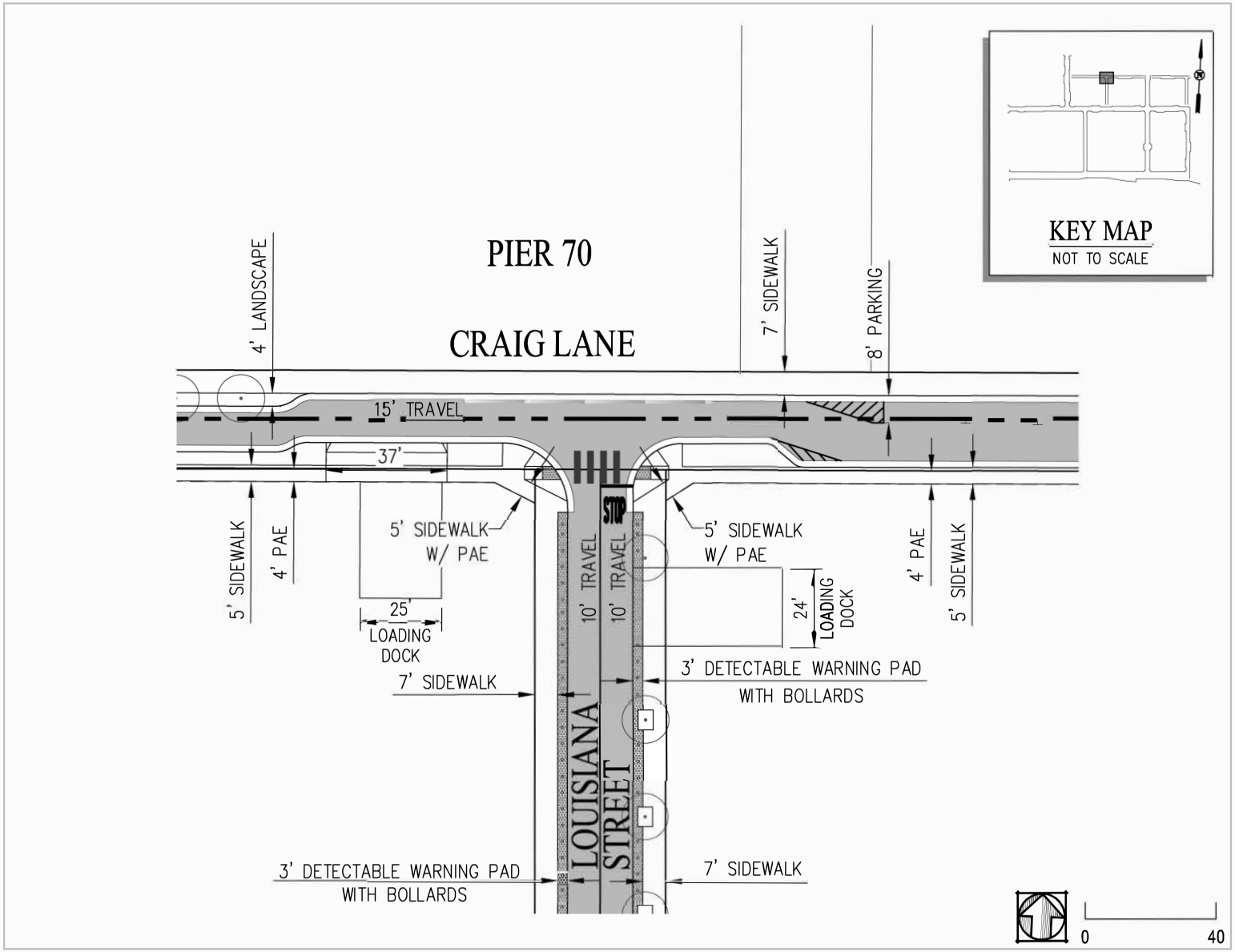


Figure 8.8 Intersection Geometry (Louisiana Street & Craig Lane)

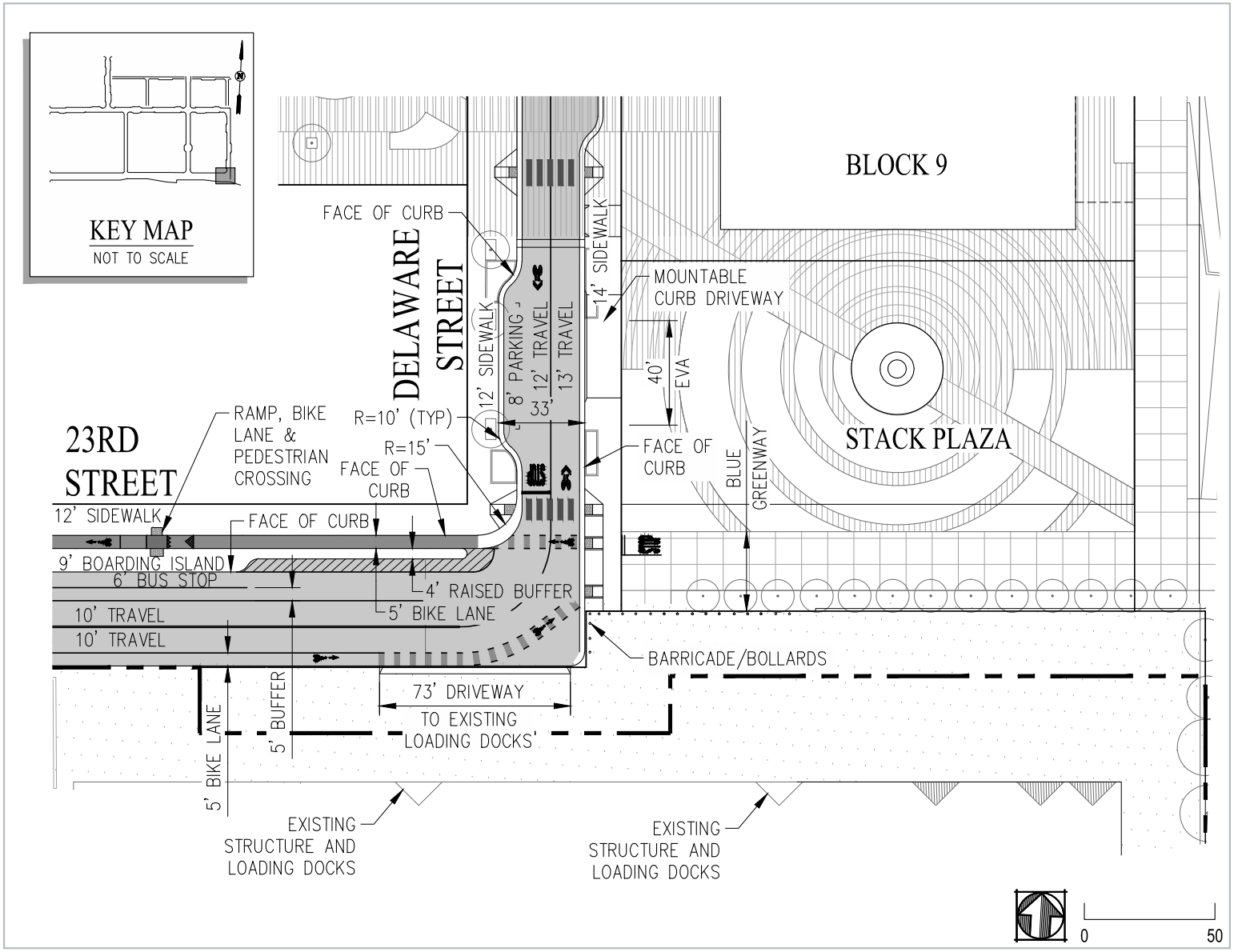


Figure 8.8 Intersection Geometry (23rd Street & Delaware Street)

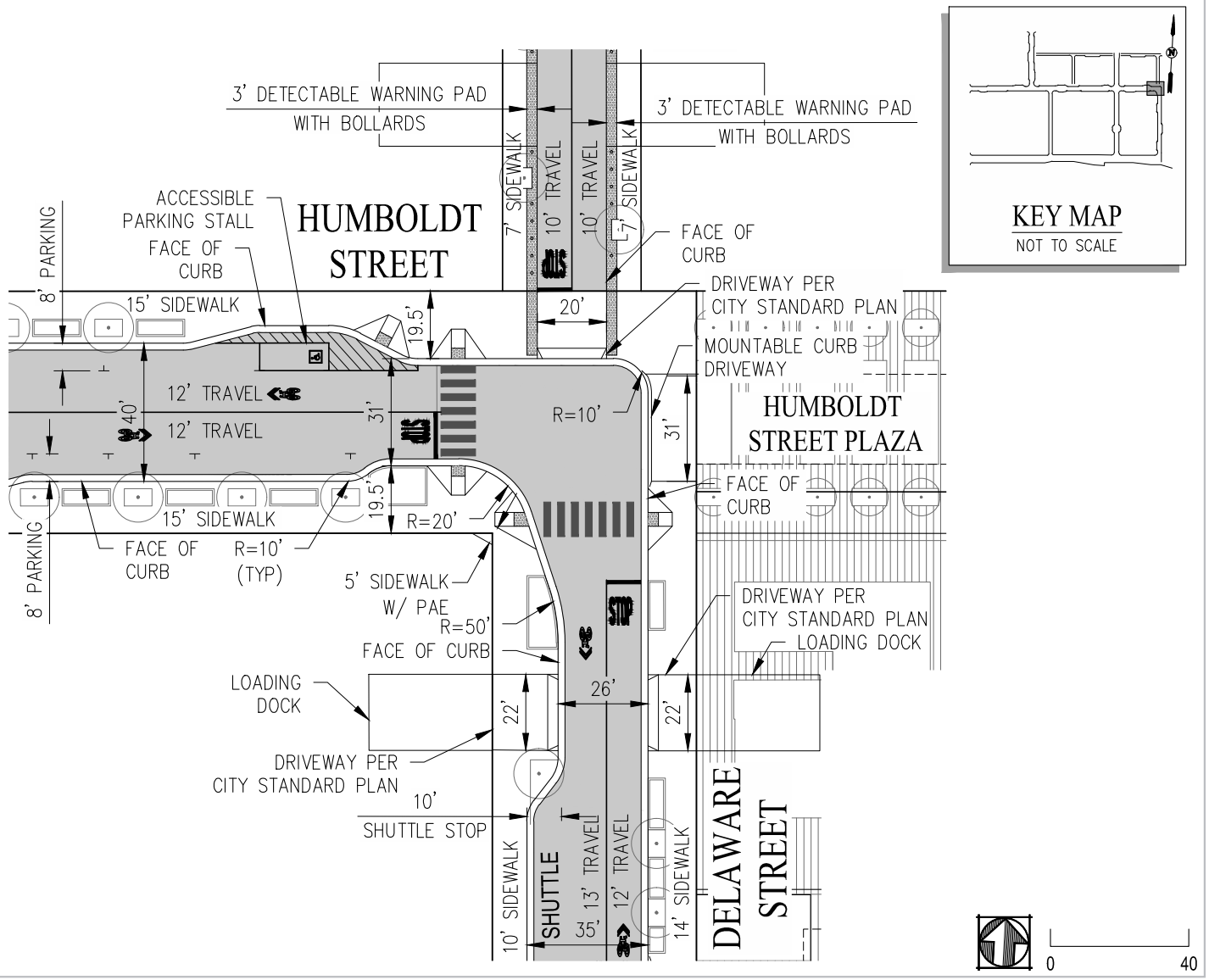


Figure 8.8 Intersection Geometry (Delaware Street & Humboldt Street)

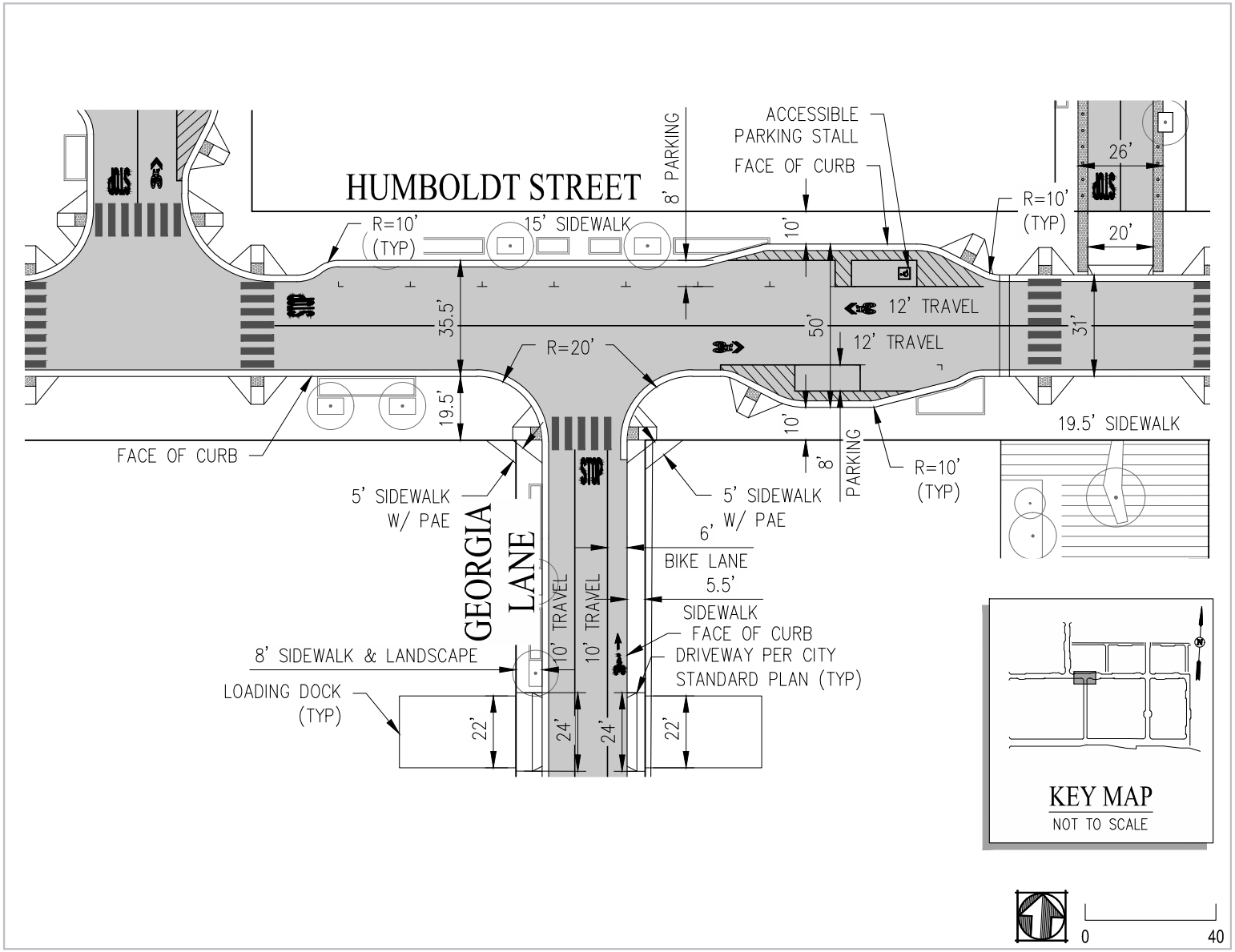


Figure 8.8 Intersection Geometry (Georgia Lane & Humboldt Street)

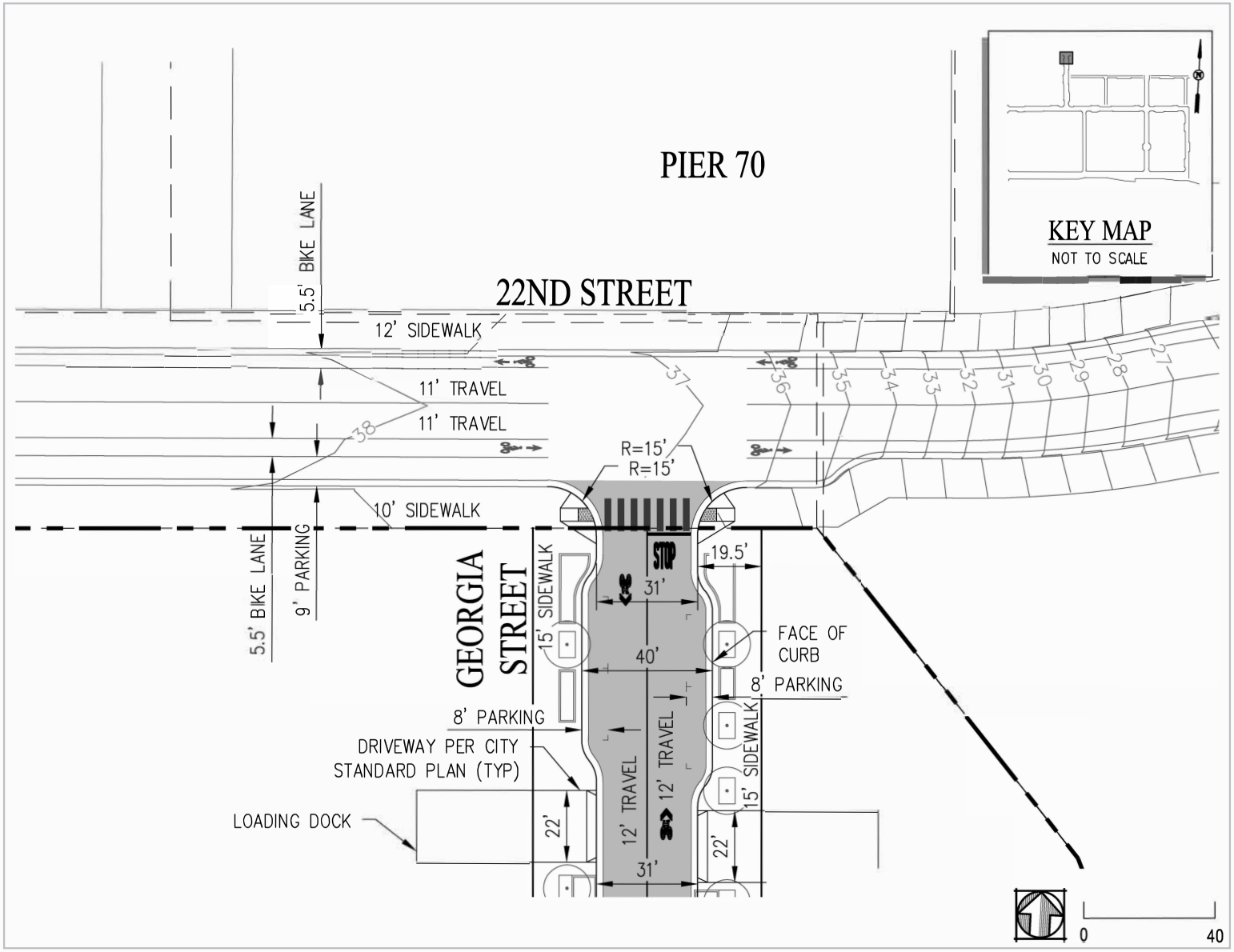


Figure 8.8 Intersection Geometry (Georgia Street & 22nd Street)

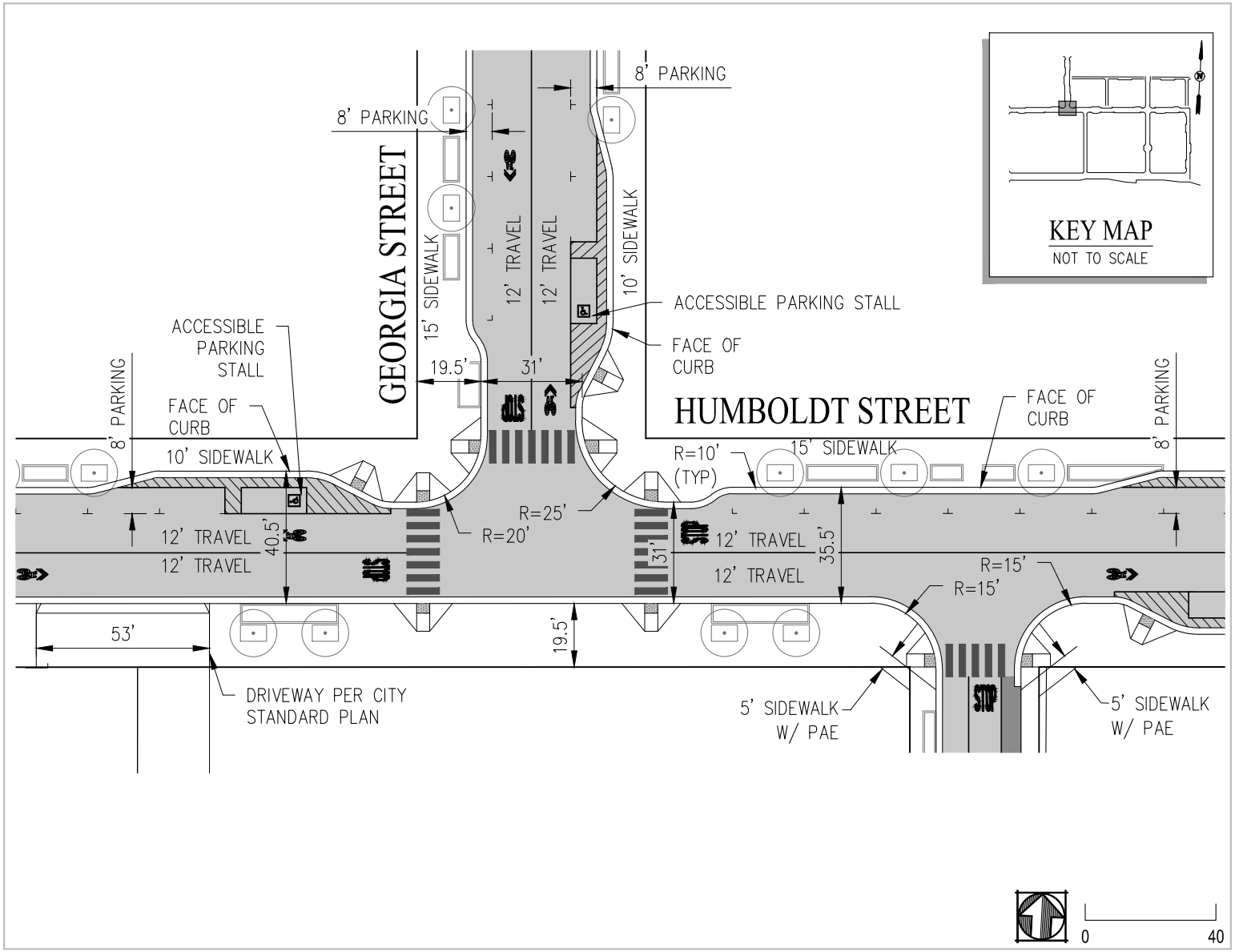


Figure 8.8 Intersection Geometry (Georgia Street & Humboldt Street)

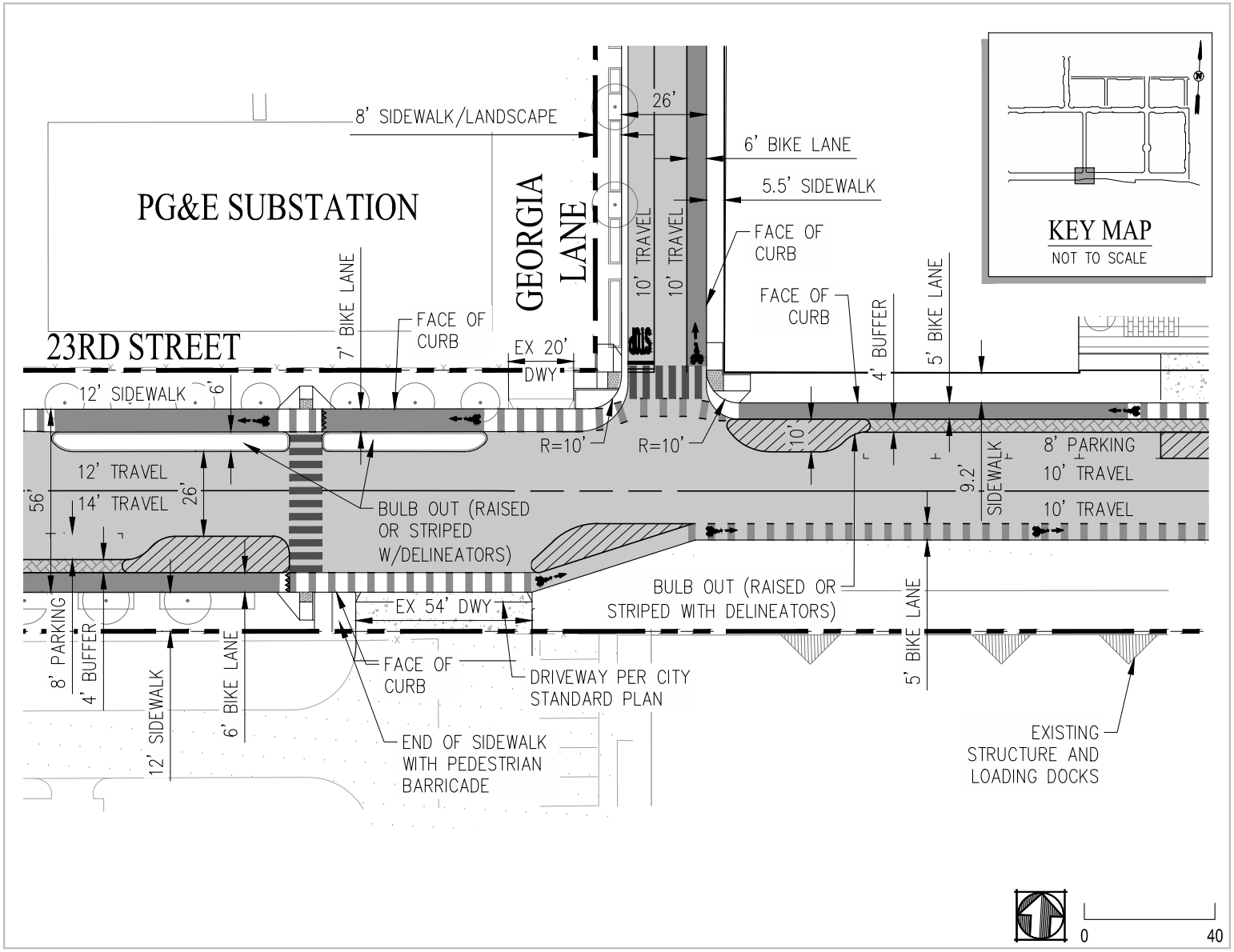


Figure 8.8 Intersection Geometry (23rd Street & Georgia Lane)

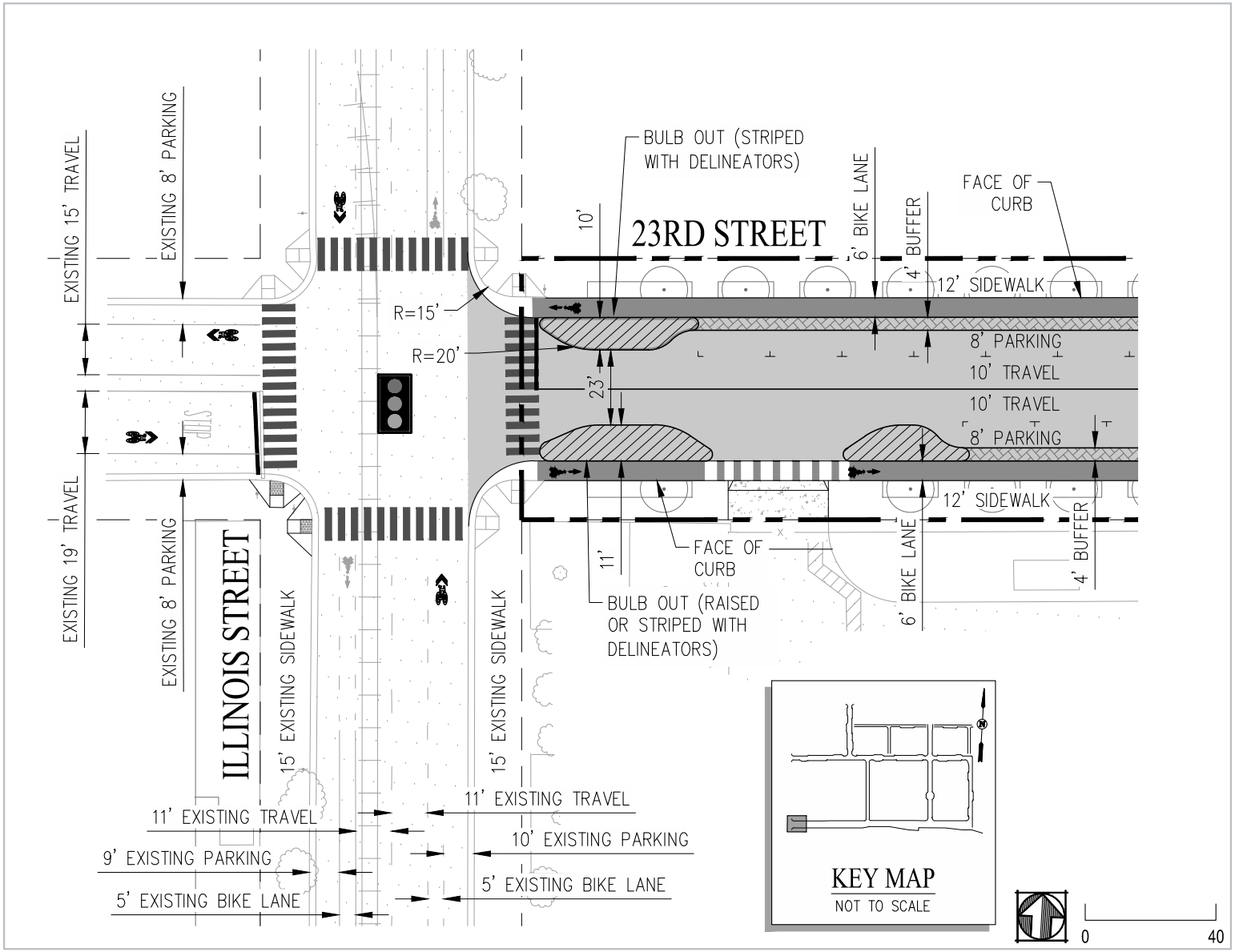


Figure 8.8 Intersection Geometry (Illinois Street & 23rd Street)

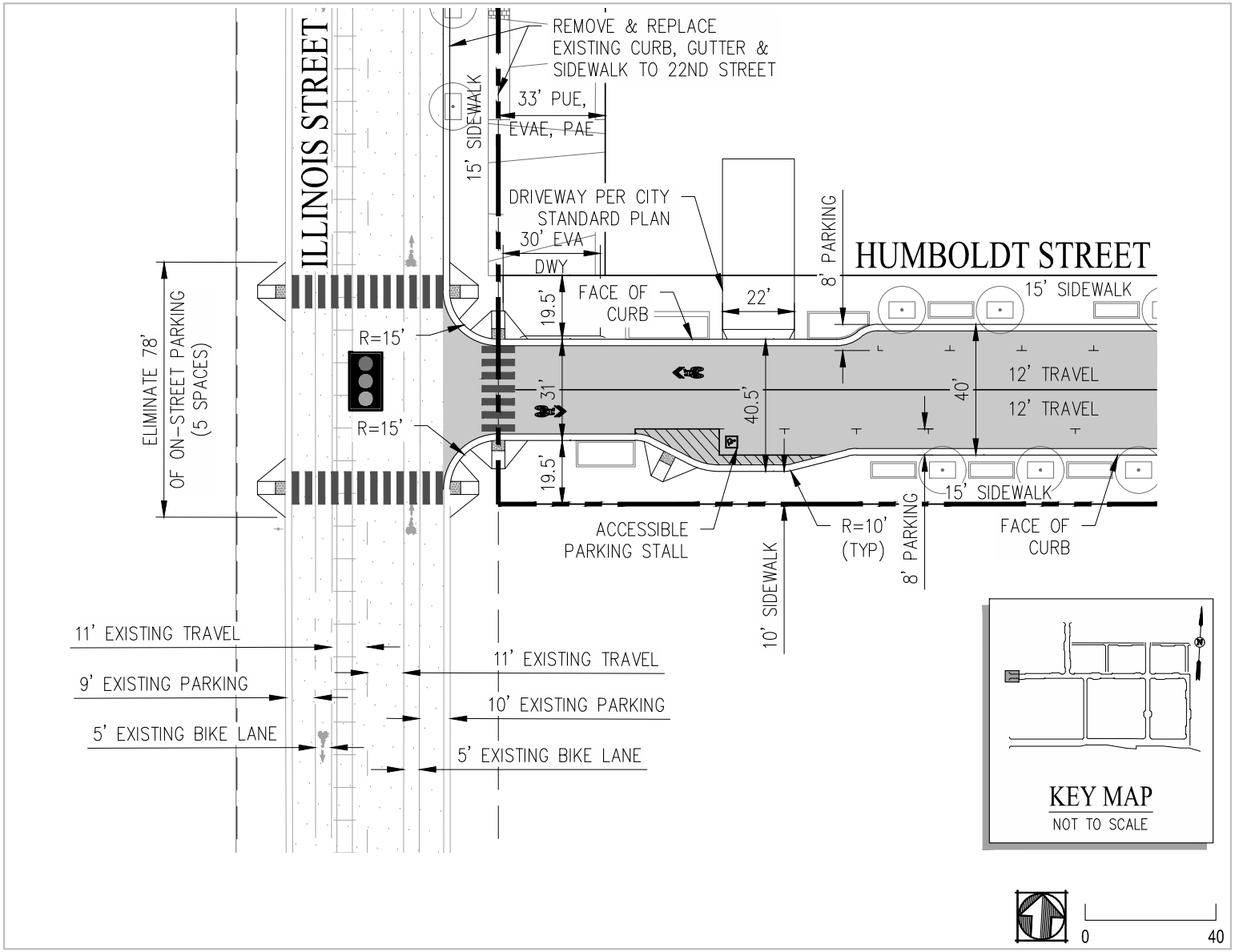


Figure 8.8 Intersection Geometry (Illinois Street & Humboldt Street)

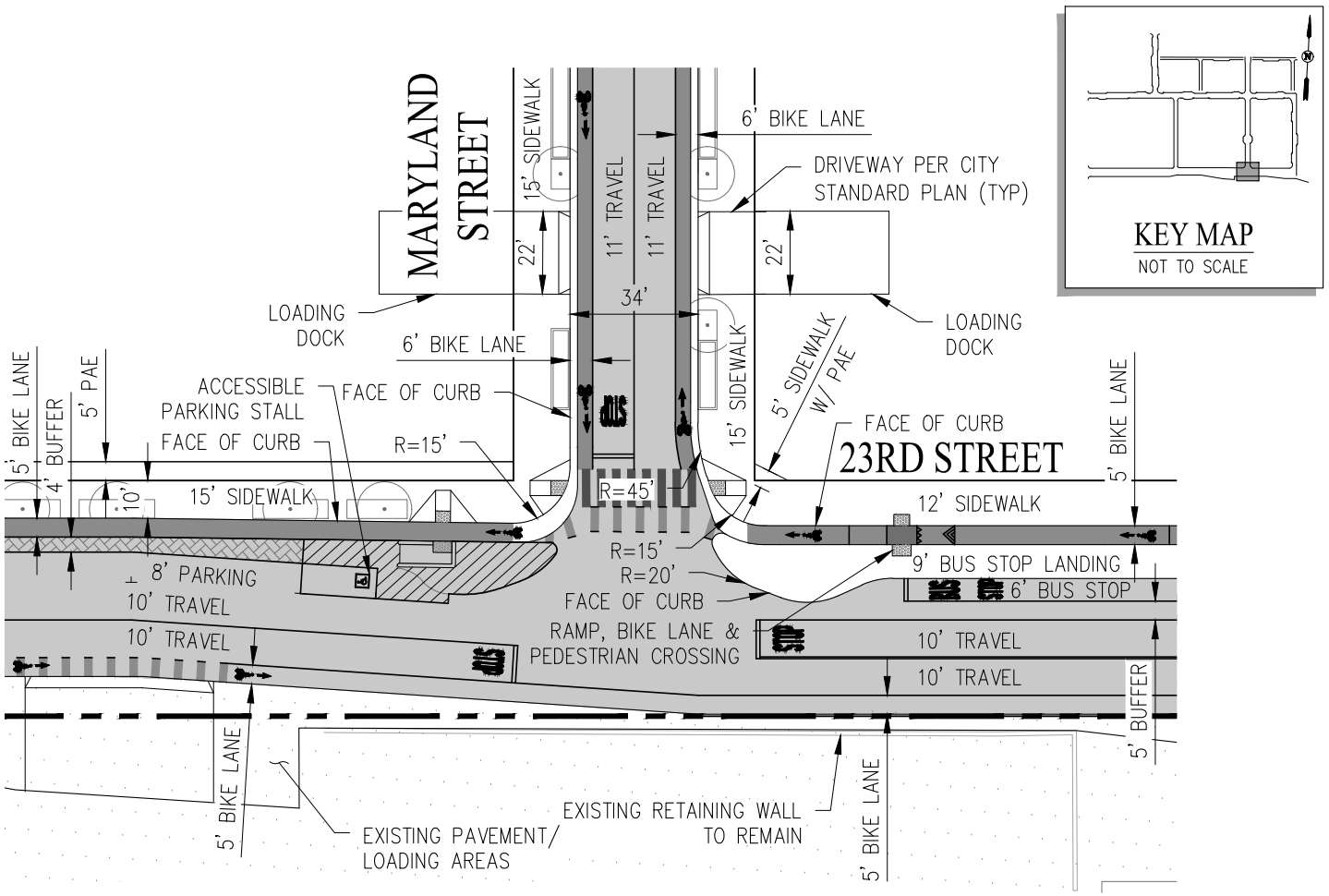


Figure 8.8 Intersection Geometry (Maryland Street & 23rd Street)

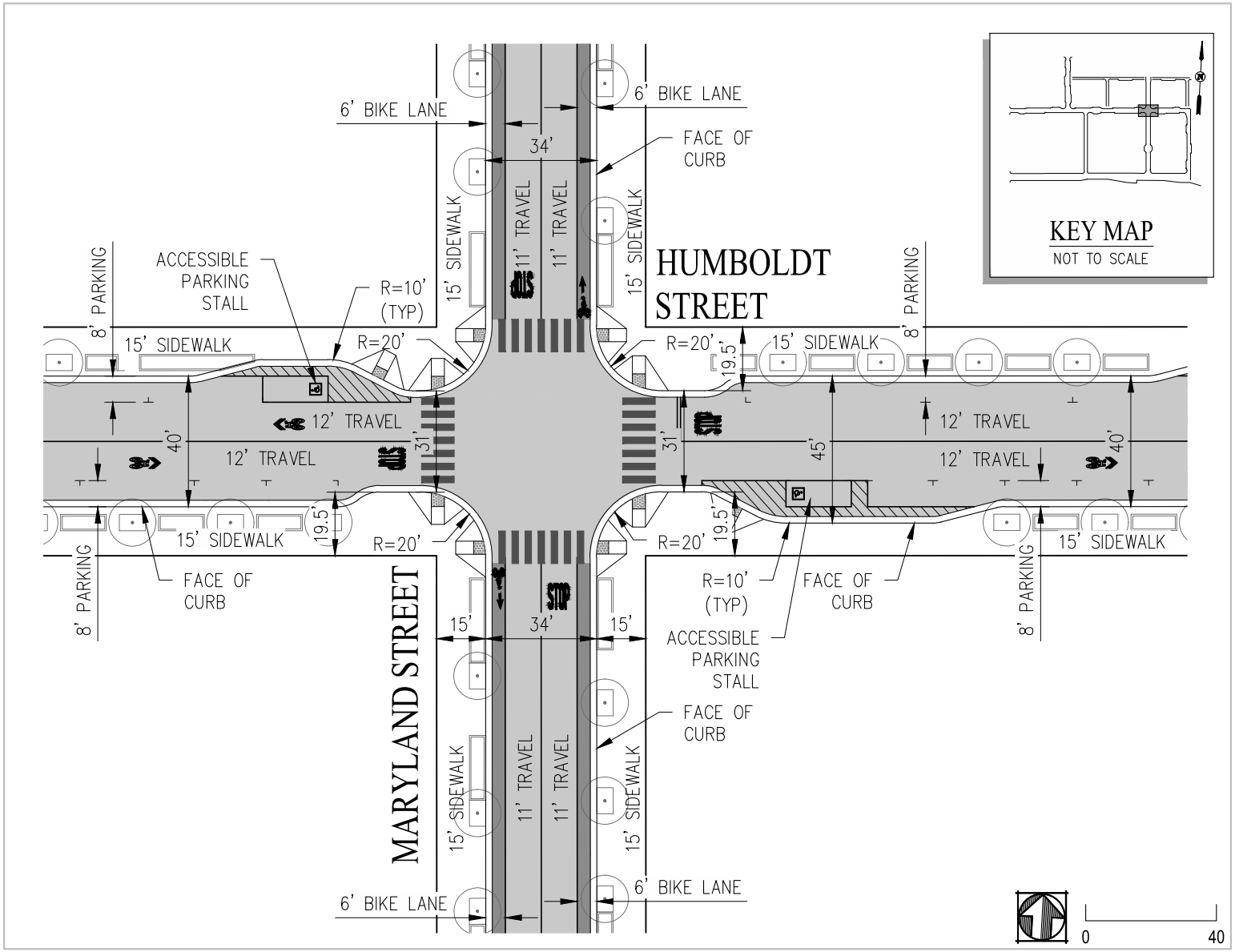


Figure 8.8 Intersection Geometry (Maryland Street & Humboldt Street)

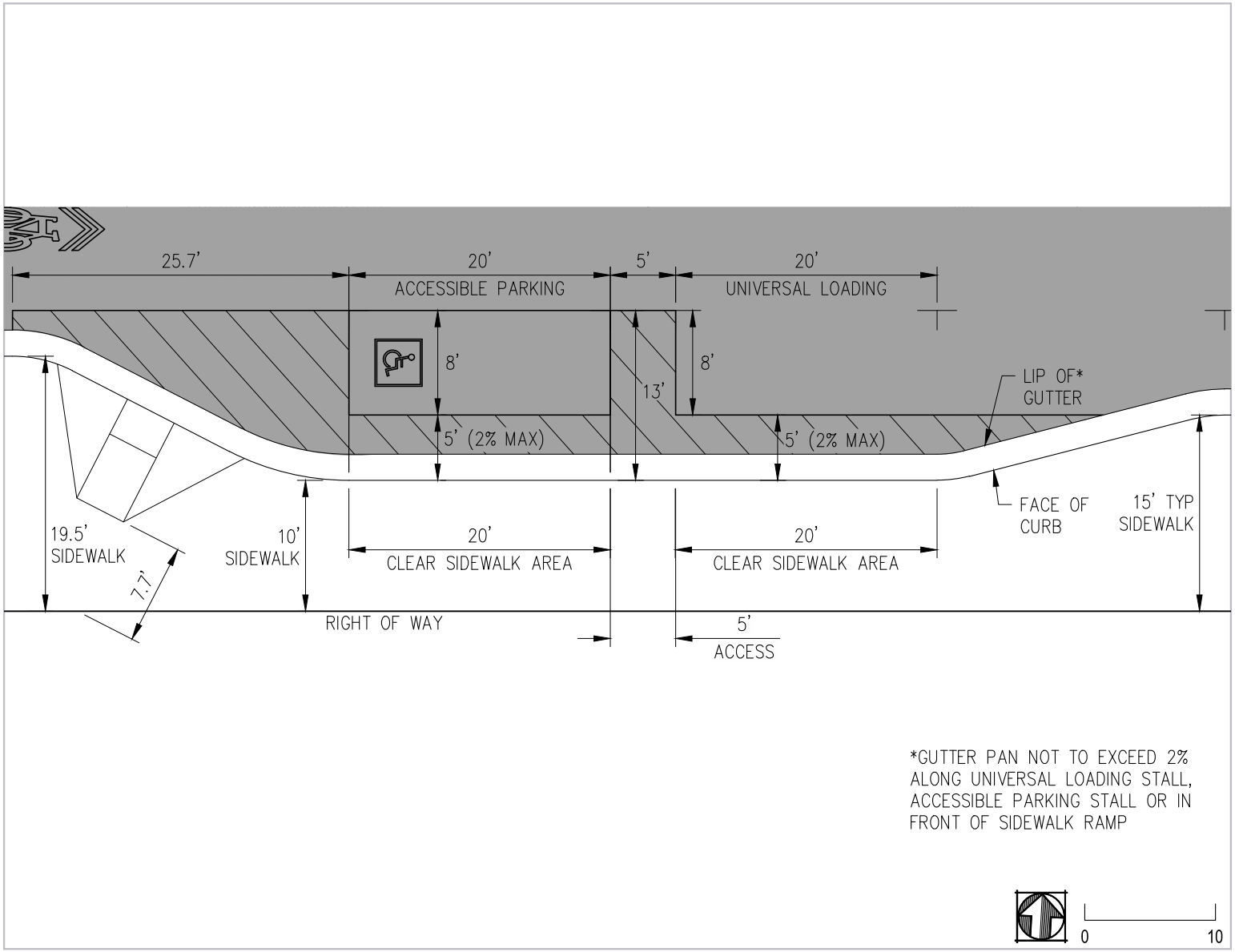


Figure 8.9 Typical Configuration of On-Street Universal Loading and Accessible Parking Stalls

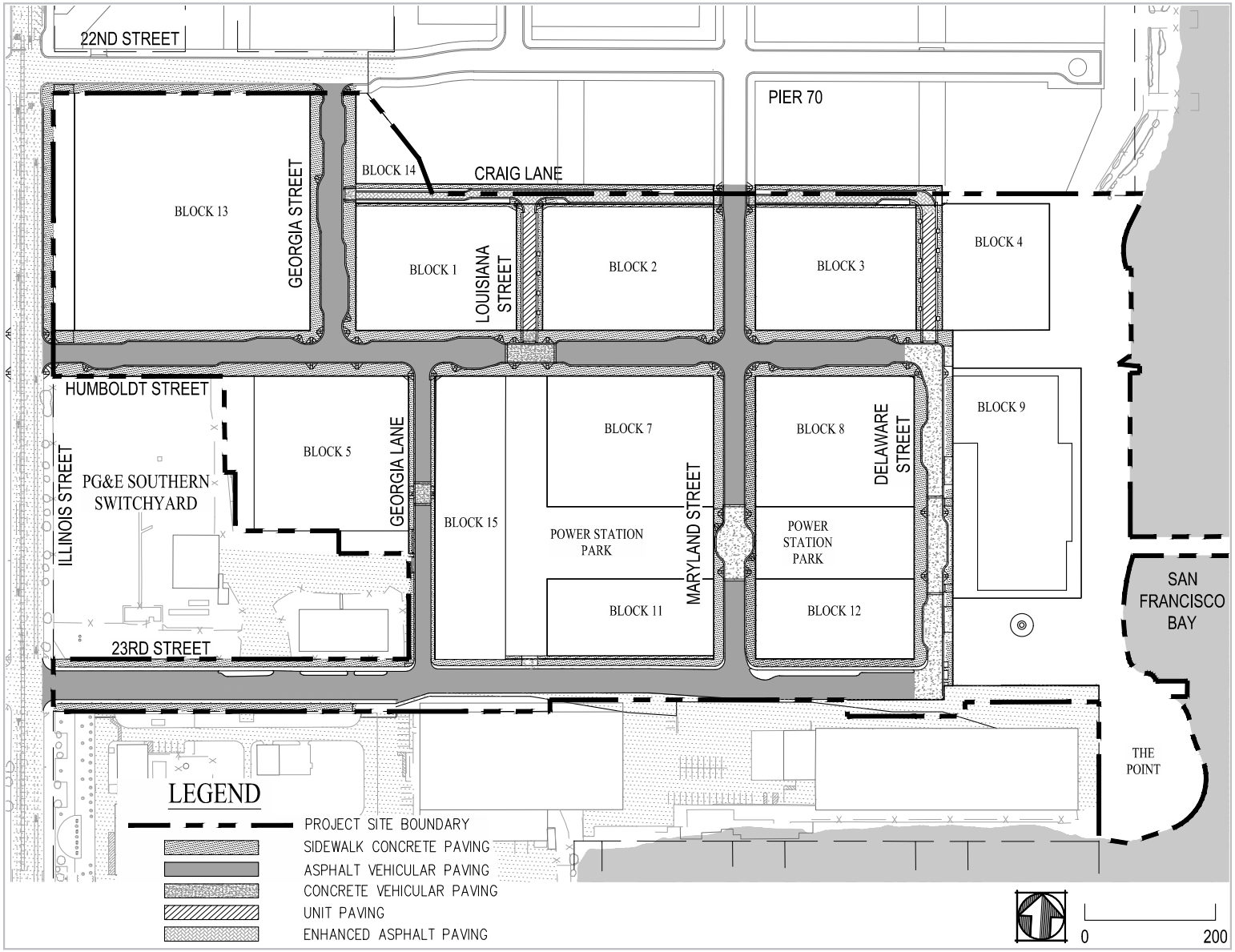


Figure 8.10 Pavement Surfaces

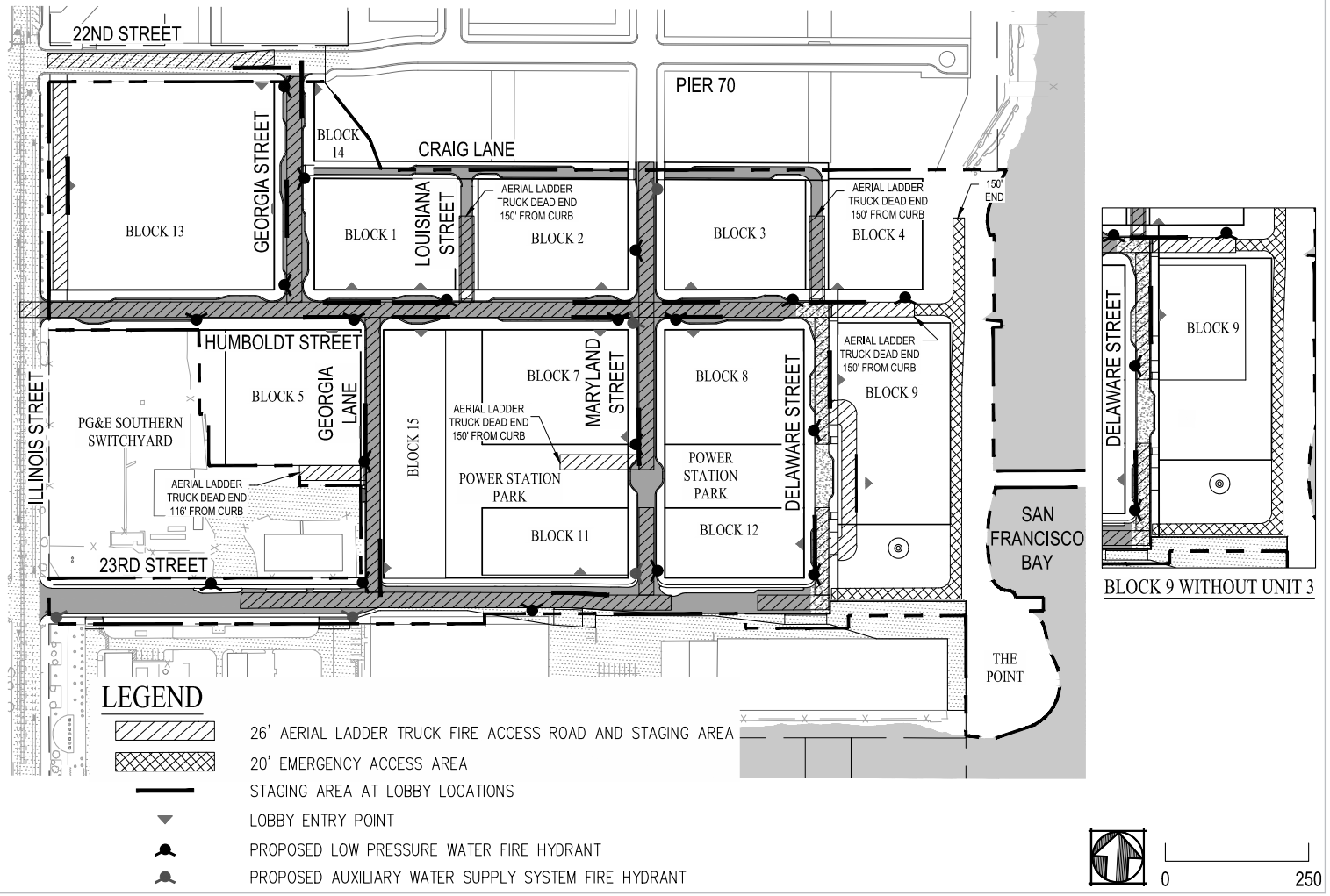


Figure 8.11 Fire Access Plan

9 OPEN SPACE

9.1 Proposed Open Spaces Areas

The proposed Project will provide approximately 6.9 acres of publicly accessible open space. The following is a summary of the major components of the open space network. Please see the D4D Open Space section for a detailed description of the Open Space System. These improvements are intended to complement the planned, adjacent Pier 70 Mixed-Use District open space improvements, extend the Blue Greenway and Bay Trail through the project site, and create an urban waterfront space. The Developer's infrastructure obligations include the design and construction of the open space and park improvements. Key components of the open space program area are described below.

9.1.1 Waterfront Open Space

This proposed approximately 4.0-acre waterfront park will extend the Blue Greenway and Bay Trail from the Pier 70 Mixed-Use District project through the Project Site, and provide spill-out spaces for retail, quiet spaces, and waterfront viewing terraces and recreational area. Additional amenities could include trellis structures, barbeques, a recreational dock, and public art.

9.1.2 Power Station Park and Louisiana Paseo

This proposed 1.92-acre central green space will extend east-west through the interior of the Project Site and connect the Louisiana Paseo to the waterfront. This park could contain play or fitness structures, art, trellis structures, and outdoor picnic areas. Louisiana Paseo will provide flexible use urban plaza spaces.

9.1.3 Rooftop Soccer Field

A public open space is proposed on a portion of the roof of the district parking garage. This rooftop open space would include benches and a screened 0.68-acre U-10 soccer field. The rooftop soccer field will be accessible from the street level by an elevator.

9.1.4 Illinois Plaza

This proposed 0.28-acre linear plaza stretches between 22nd Street and Humboldt Street along the west side of Block 13. The plaza sits over a utility corridor and will serve as an EVA lane.

9.2 Phasing, Ownership, Operation and Maintenance

The new open space system will be constructed in phases to match the Phases of the Project and as depicted on the Phasing Plan, Figure 1.3. The Phase will connect to the existing open space and parks as close to the edge of the Phase area as possible where a logical transition line can be established within the open space improvement features.

The proposed parks and open space will be owned and maintained by the Project Master Association, except for the portions of The Point and Waterfront Park that are owned by the Port. The Port will maintain ownership of these areas, but these areas will also be maintained by the Project Master Association.

The rooftop soccer field will be available for reservation through the San Francisco Recreation and Parks Department athletic field reservation system.

10 UTILITY LAYOUT AND SEPARATION

10.1 Utility Systems

The Project will install public utility systems, including combined sewer system, separated sanitary sewer system, separated storm drain system, low pressure water system, non-potable water system, auxiliary water supply system and dry utility systems.

10.2 Utility Separation Criteria

The proposed utility systems will be designed to provide the required placement and separation criteria in accordance with the City of San Francisco Subdivision Regulations, SFPUC Utility Standards and asset protection standards, California Code of Regulations Title 22, Section 64572 and PUC GO 128. Utility main separation requirements are depicted in Figure 10.1 from the Subdivision Regulations.

10.2.1 23rd Street Utility Considerations

The 23rd Street corridor contains existing underground high voltage electrical lines along the north and south sides of the street. Additionally, SFPUC Power Enterprises is currently implementing their Bay Corridor Transmission and Distribution ("BCTD") Power Enterprises Project. The proposed utilities within the 23rd Street have been carefully planned to provide the required separations from these existing significant components of infrastructure. The alignments of the proposed utilities in 23rd Street will vary in order to provide the required separations to the existing facilities.

10.3 Utility Configurations

The proposed utility systems are designed to connect to the reliable existing adjacent public utility infrastructure facilities. Descriptions of each utility system are provided in Sections 11 through 16. The anticipated configurations of the utility systems within each street complying with the required placement and separation criteria are depicted in Figure 10.2.

10.4 Utility Configurations Variances

The existing underground utilities that are required to be preserved in 23rd Street and Humboldt Street may require exceptions or design modifications for the proposed public utilities within these streets. A formal exception or design modification for any facility that does not meet the SFPUC standards will be requested with the Project construction documents submittal, if necessary.

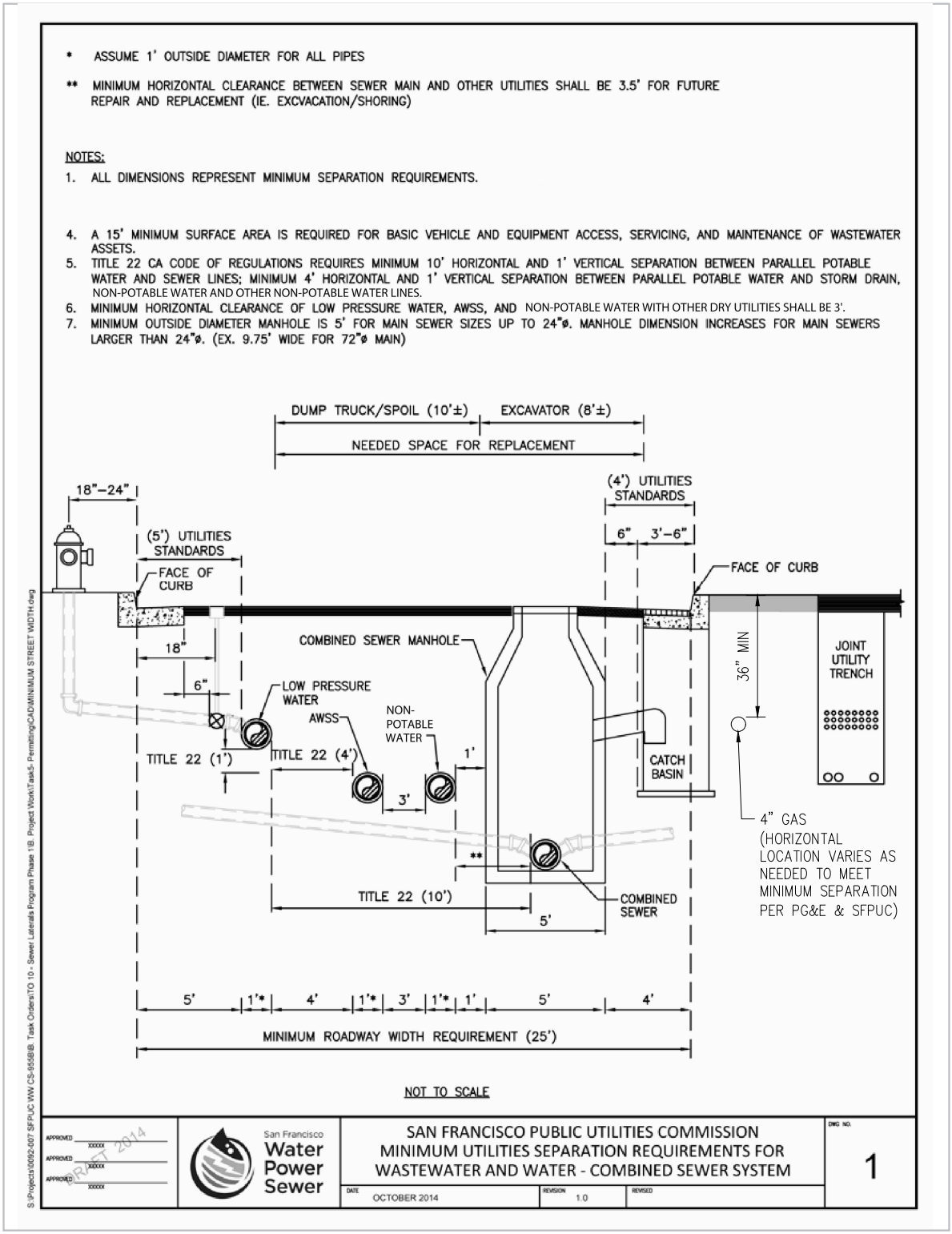


Figure 10.1 Utility Separation Criteria - Combined Sewer

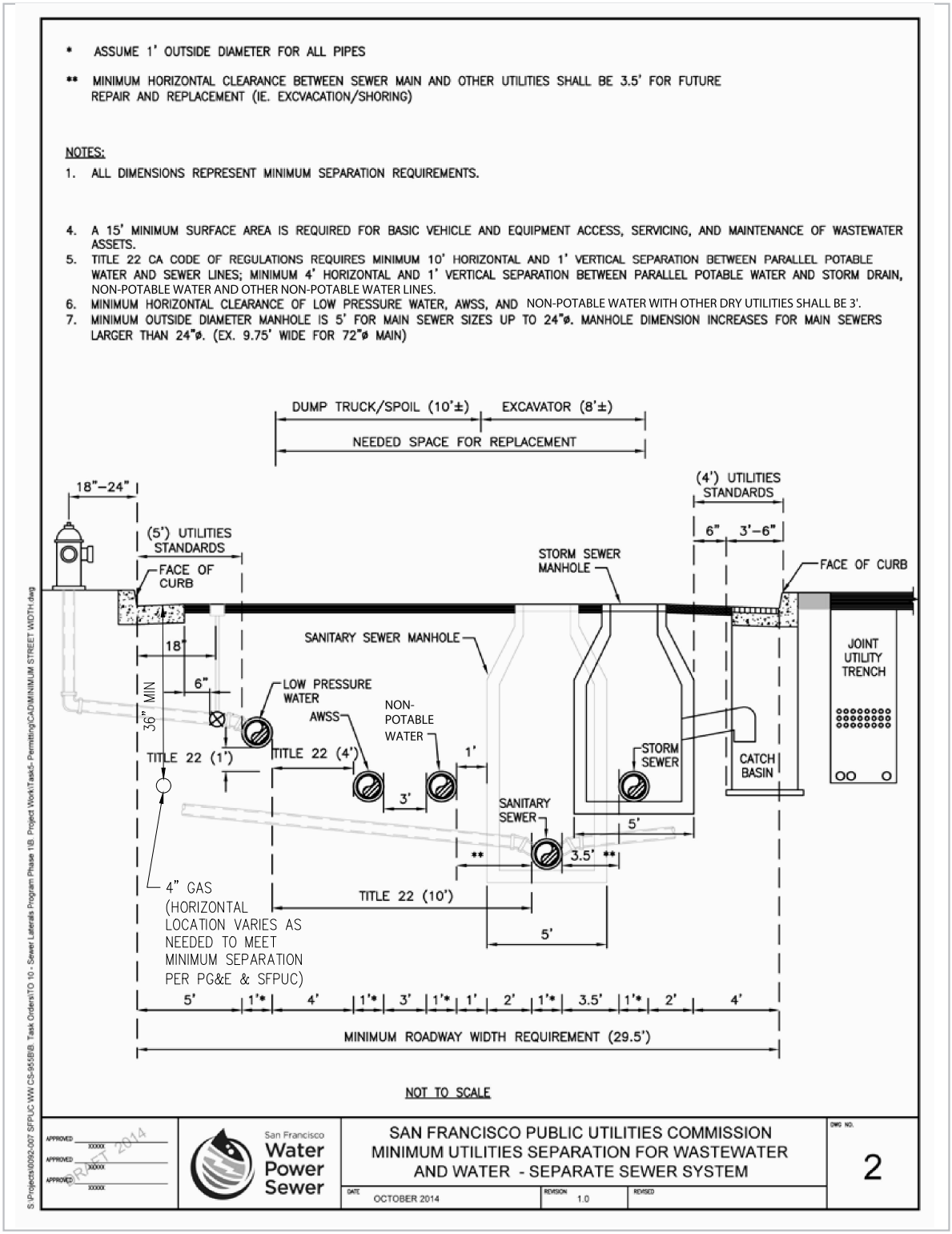
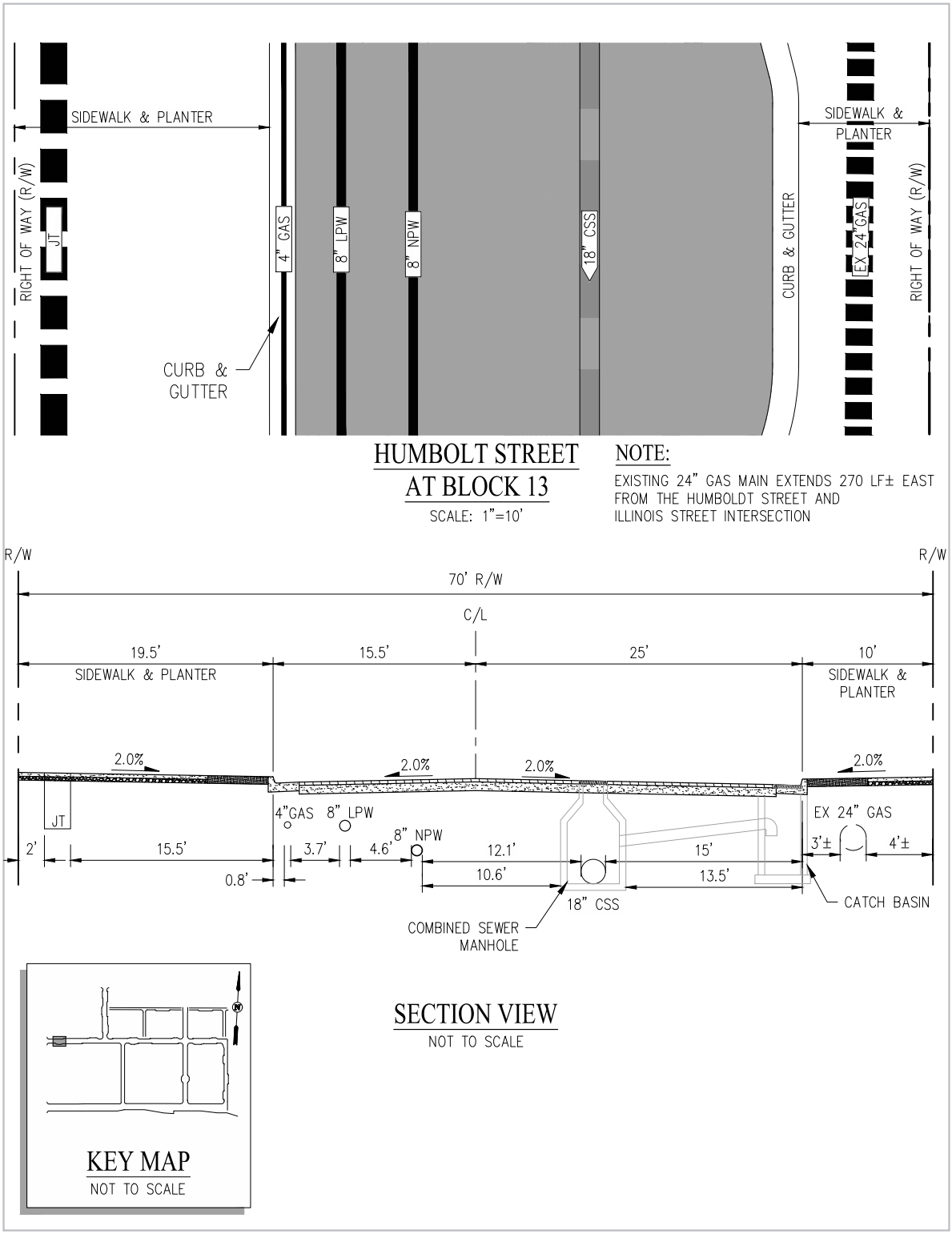


Figure 10.1 Utility Separation Criteria - Separated Sewer



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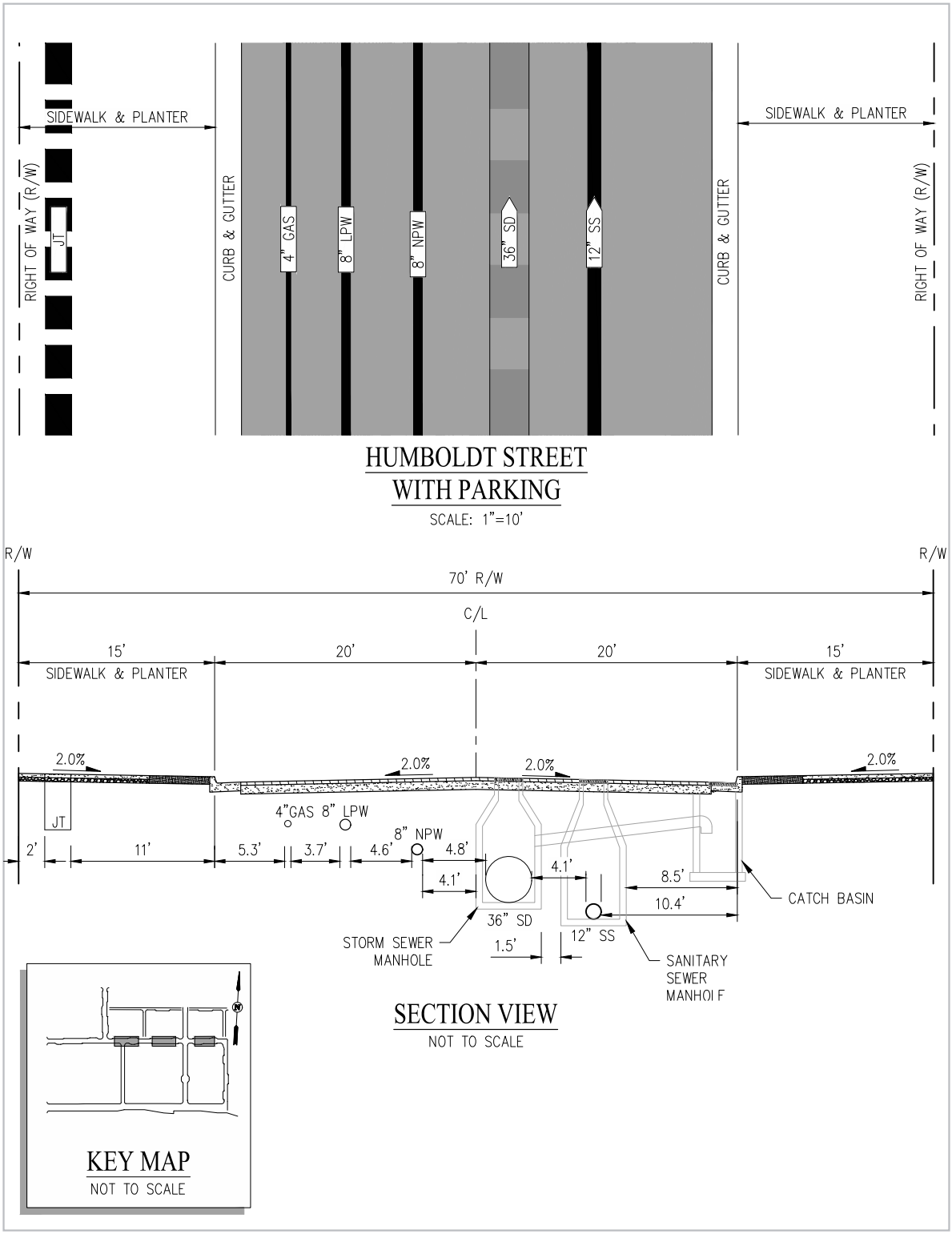

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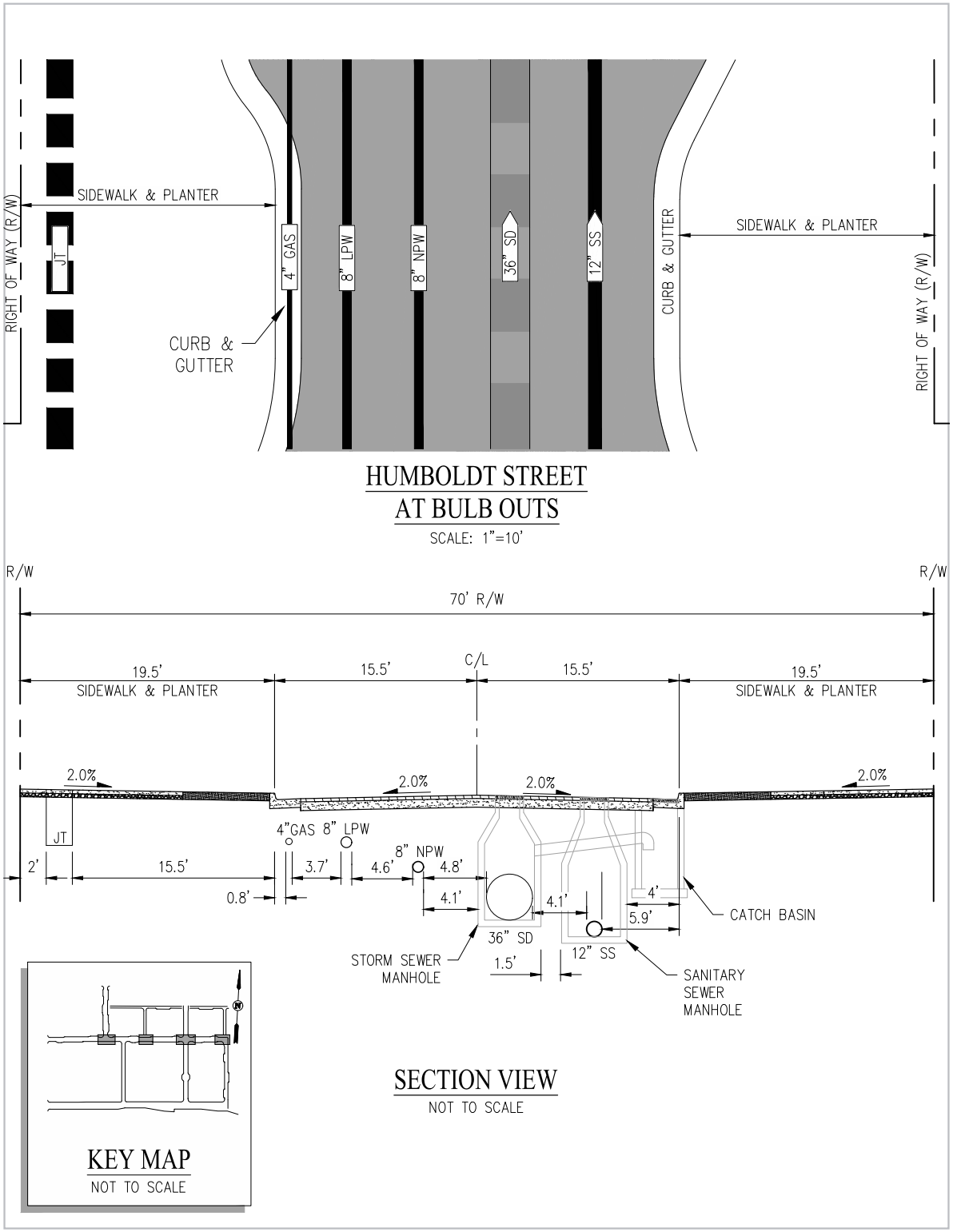

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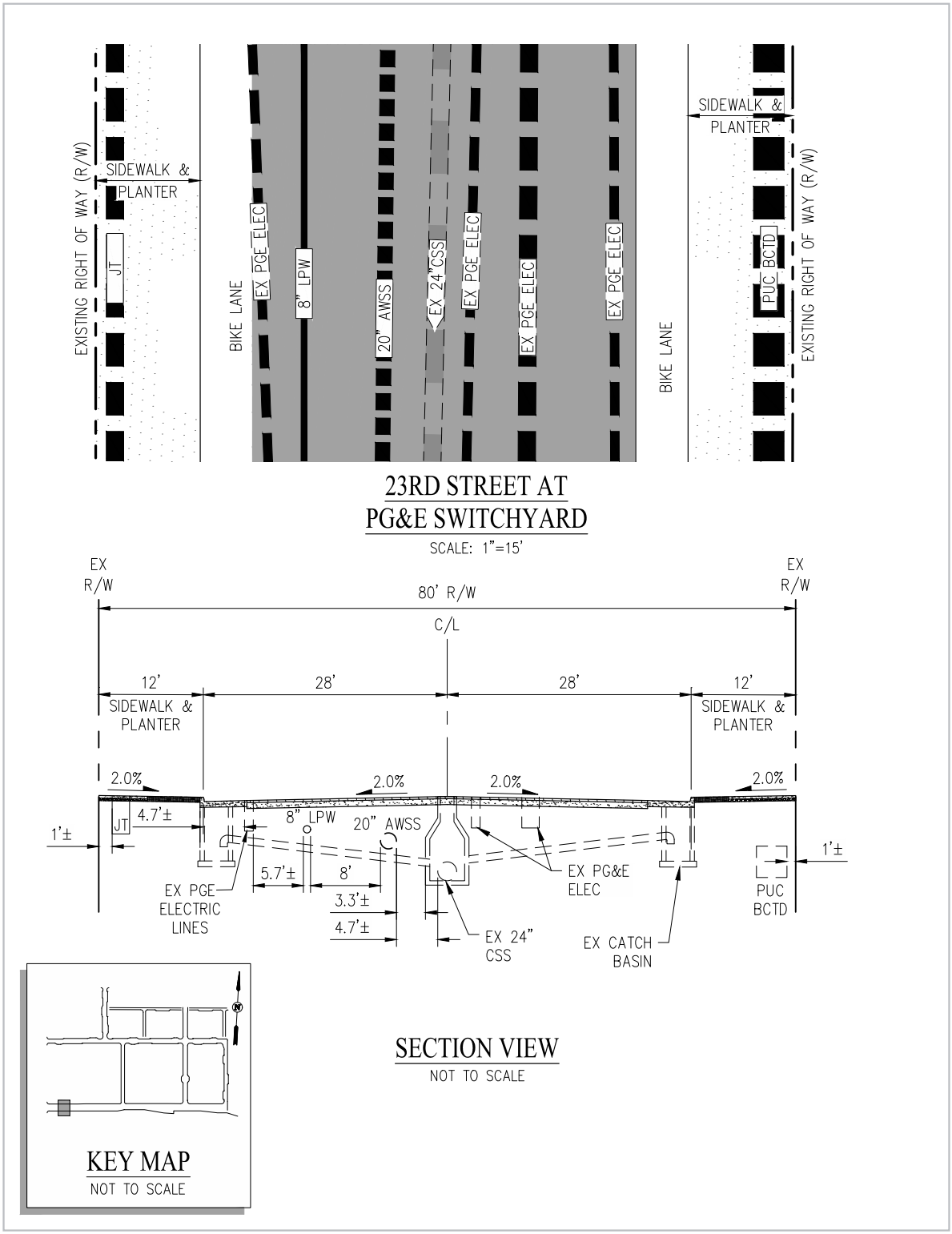

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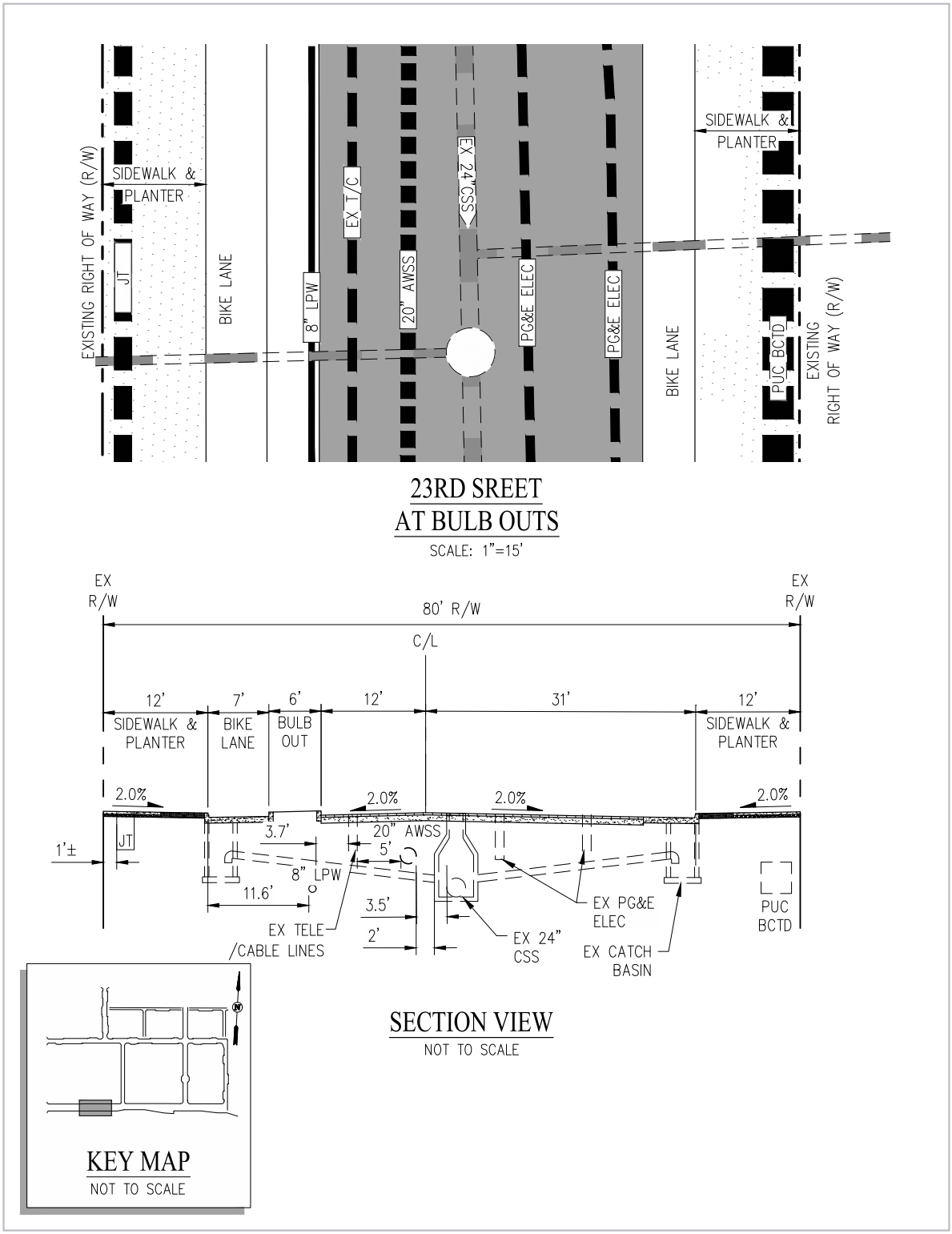

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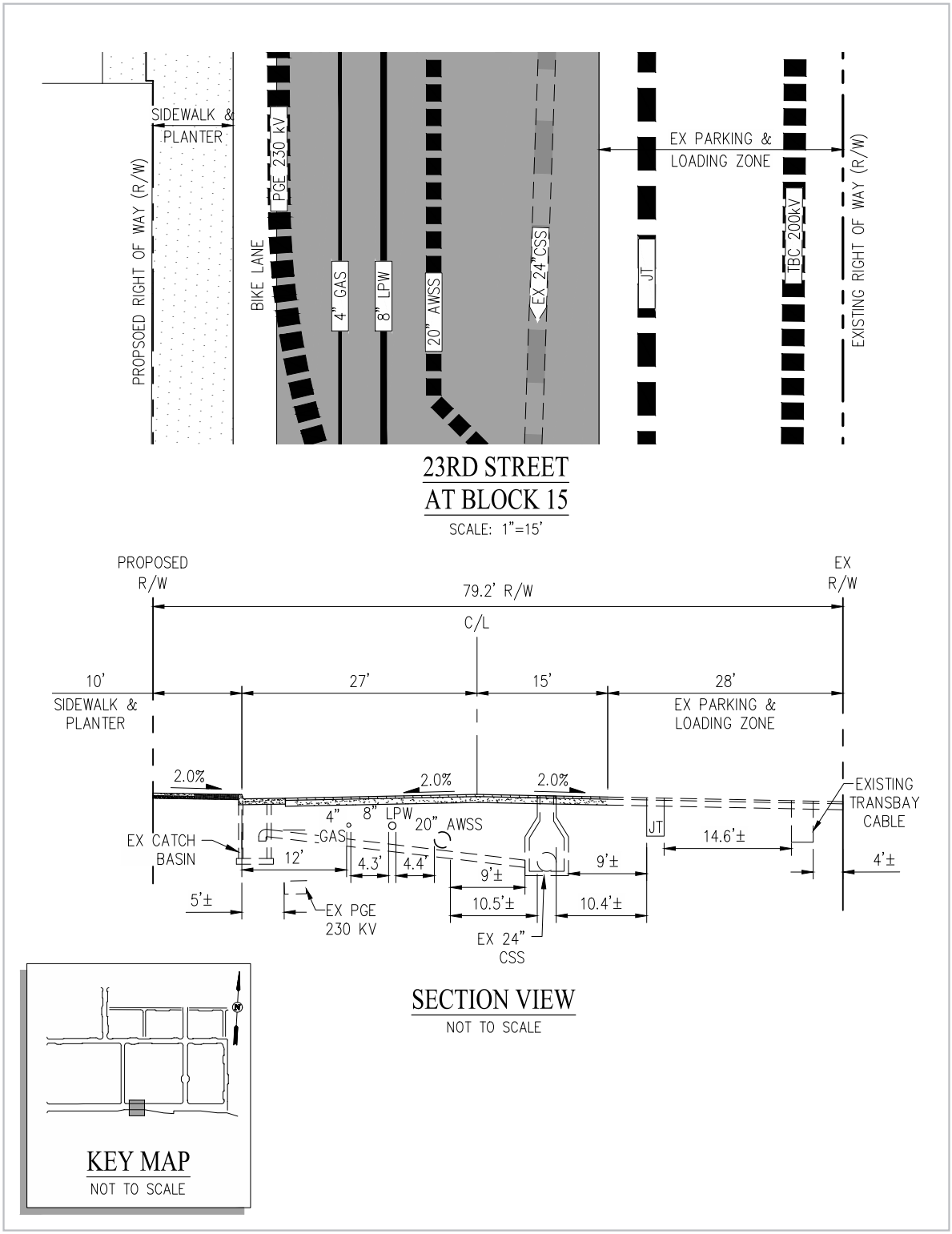

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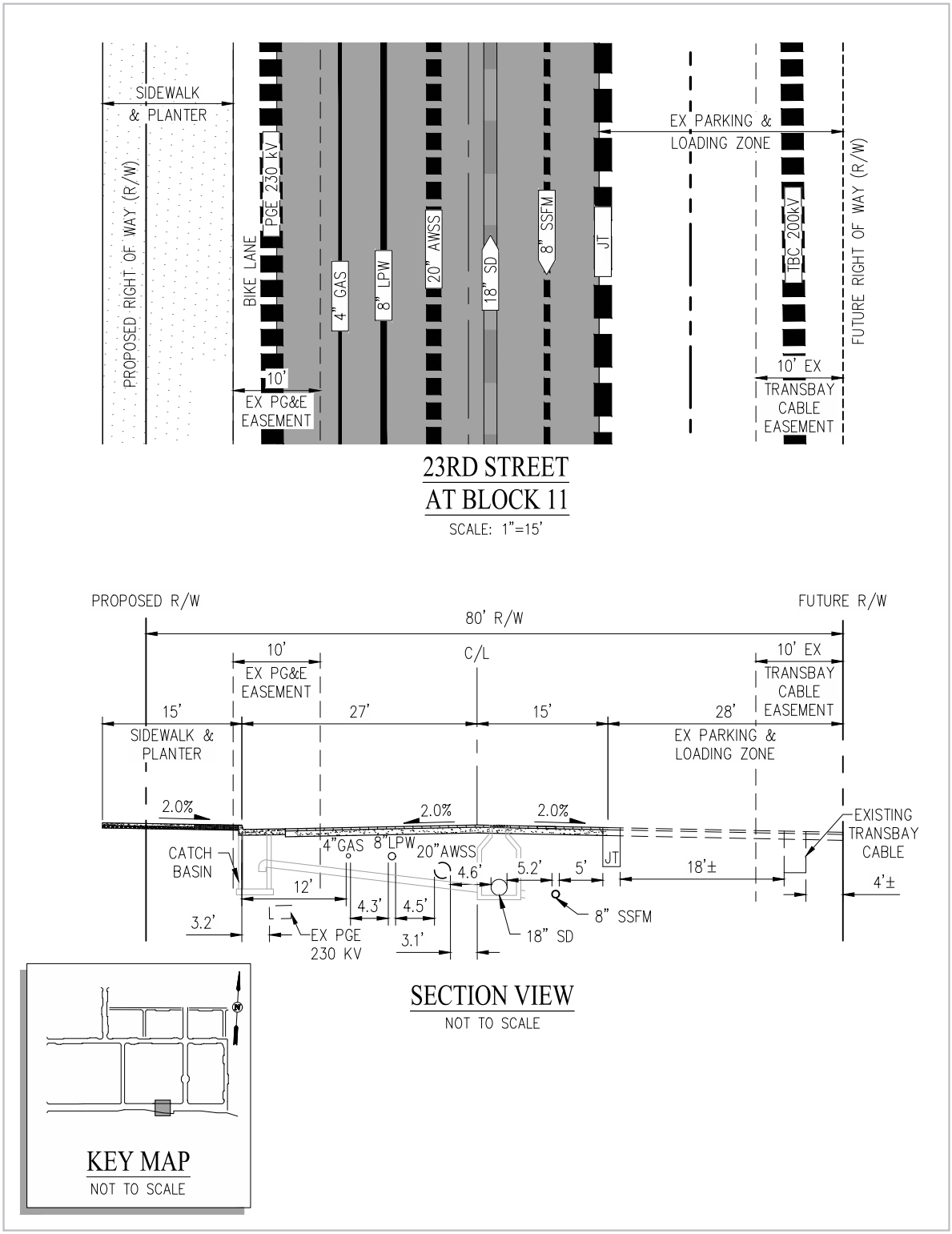

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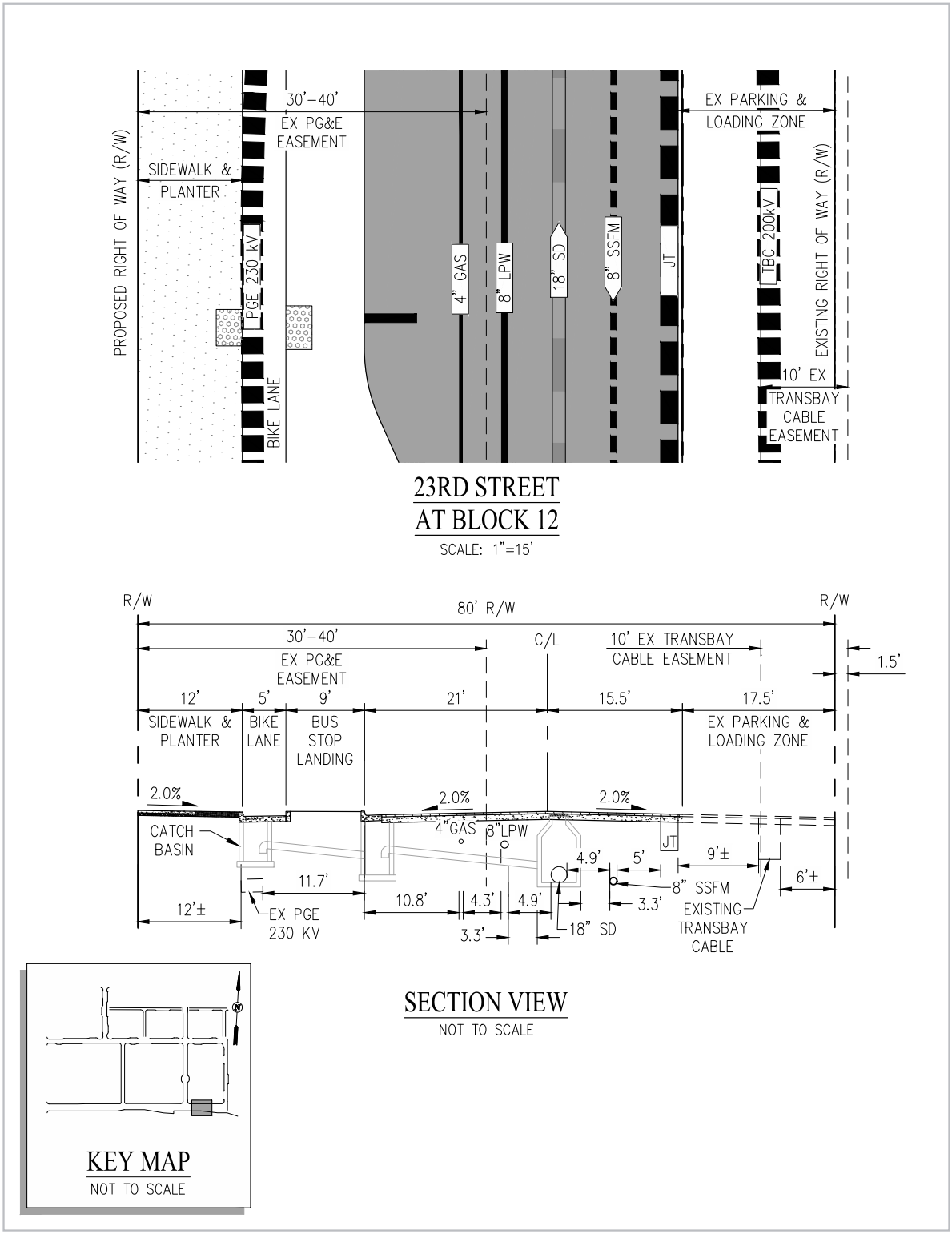

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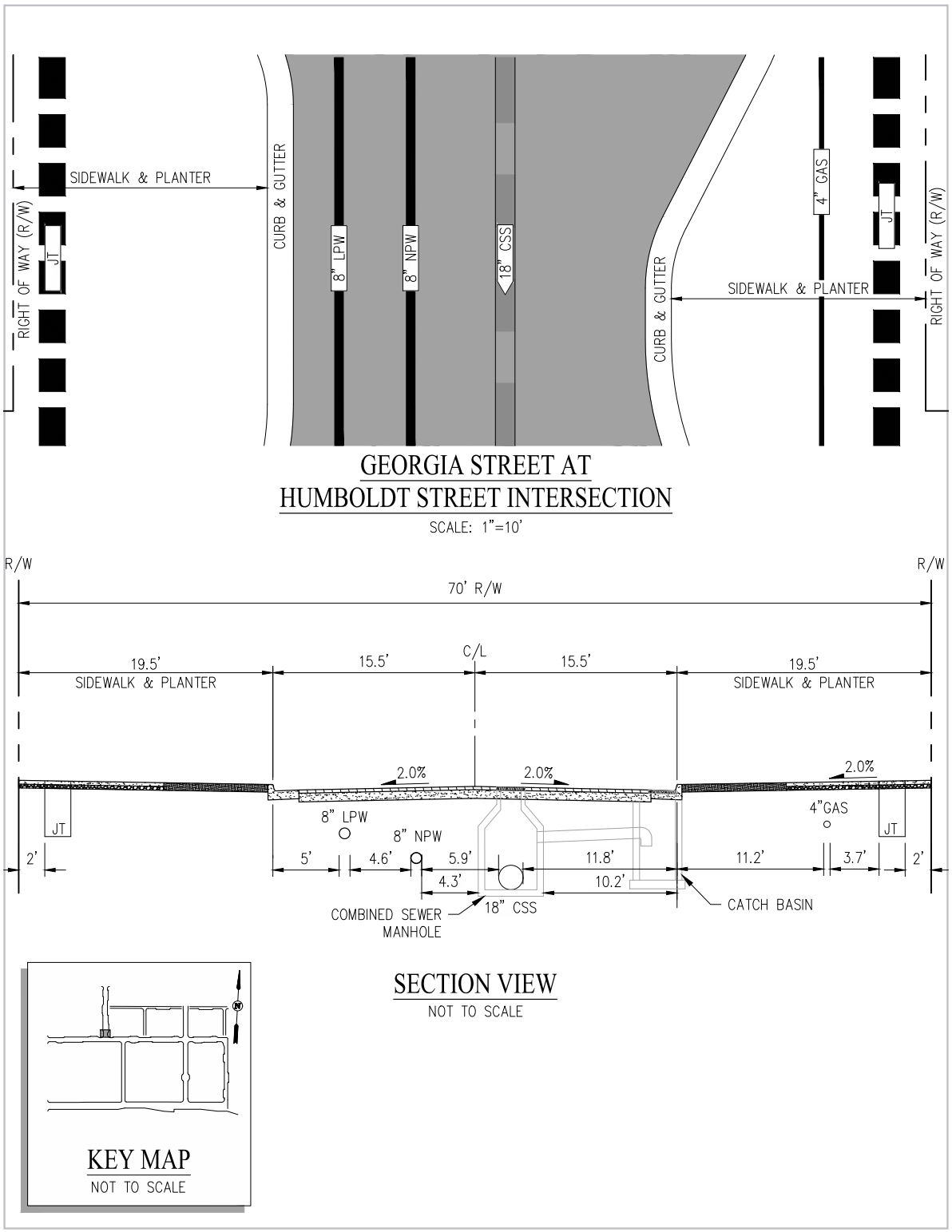

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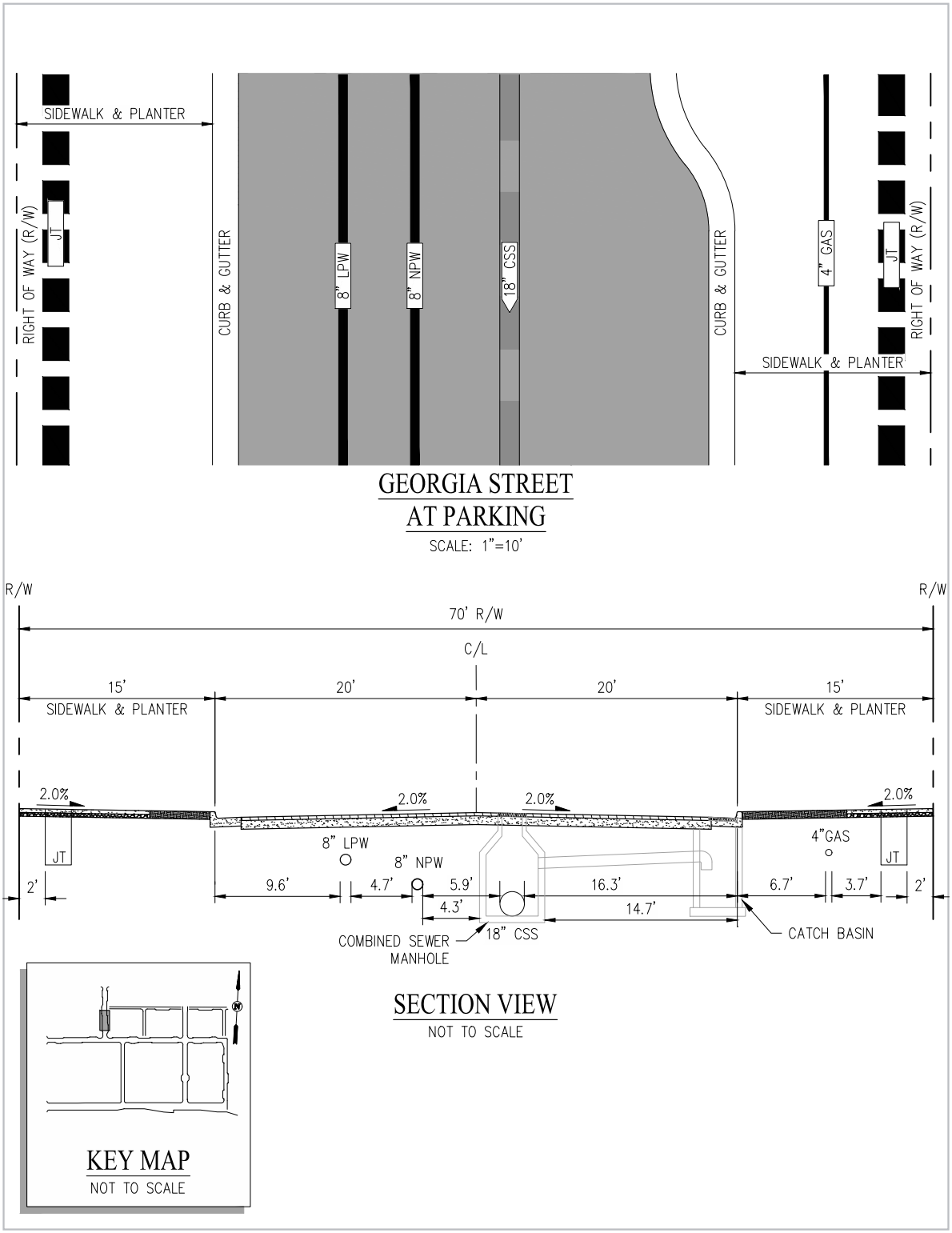

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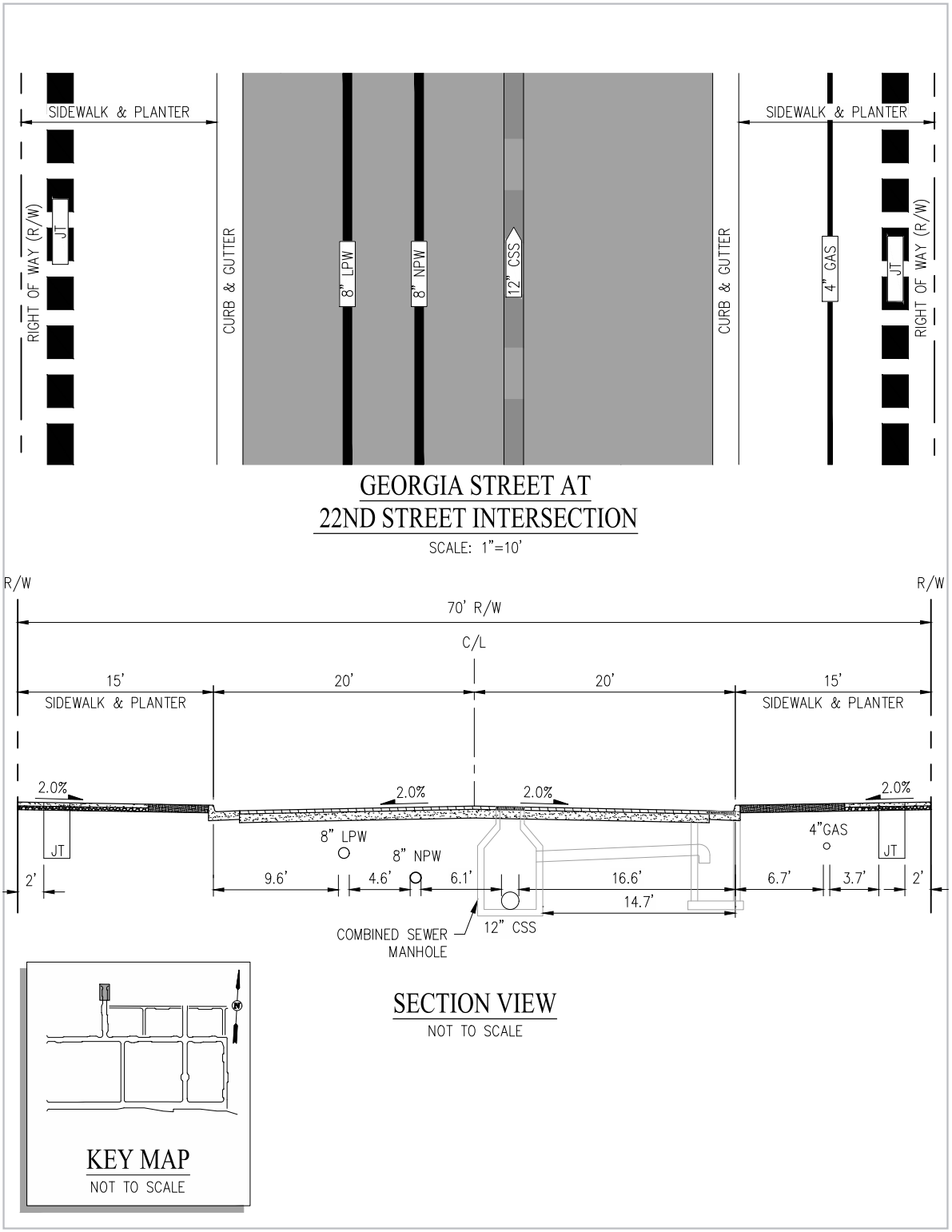

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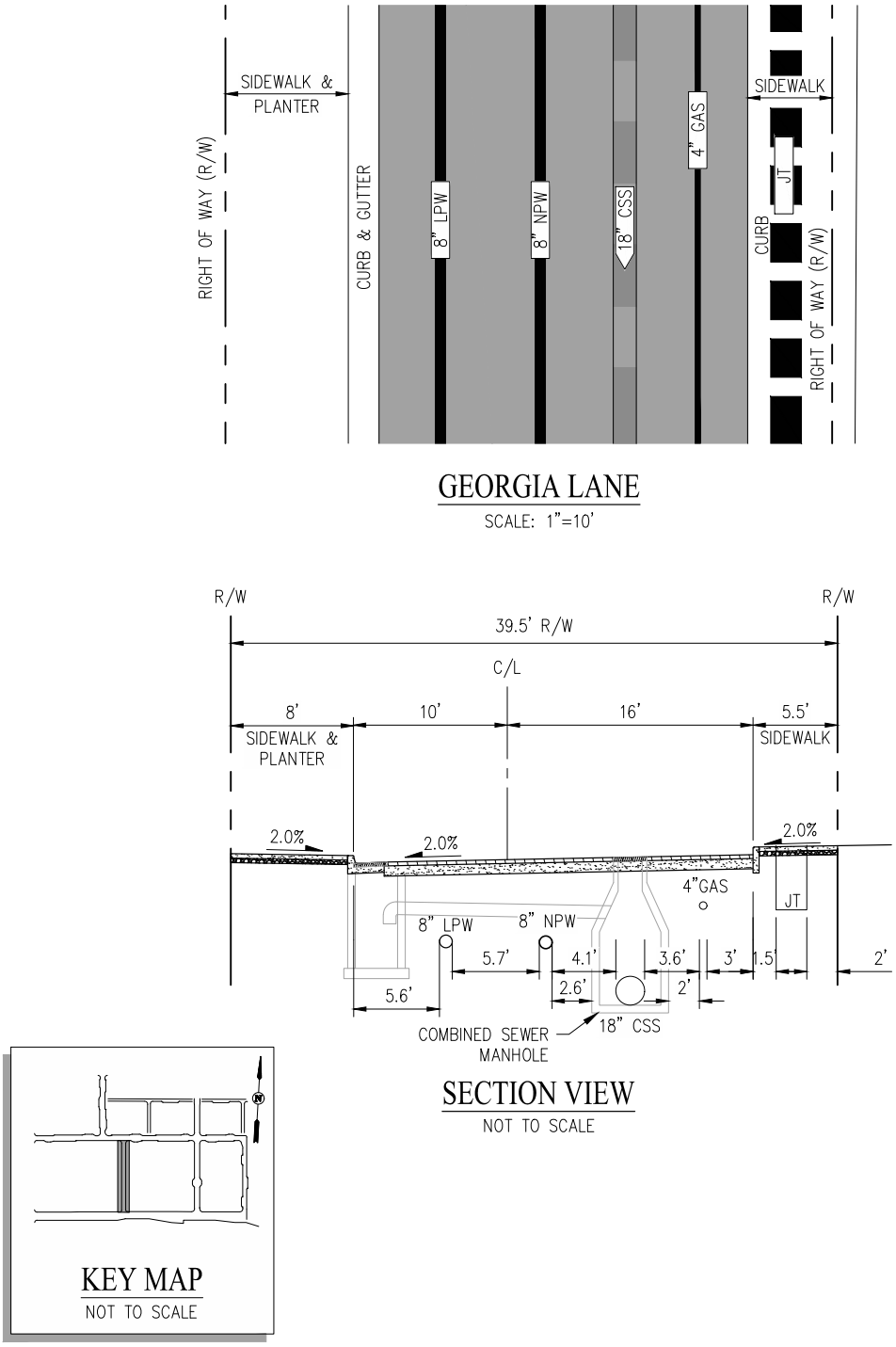

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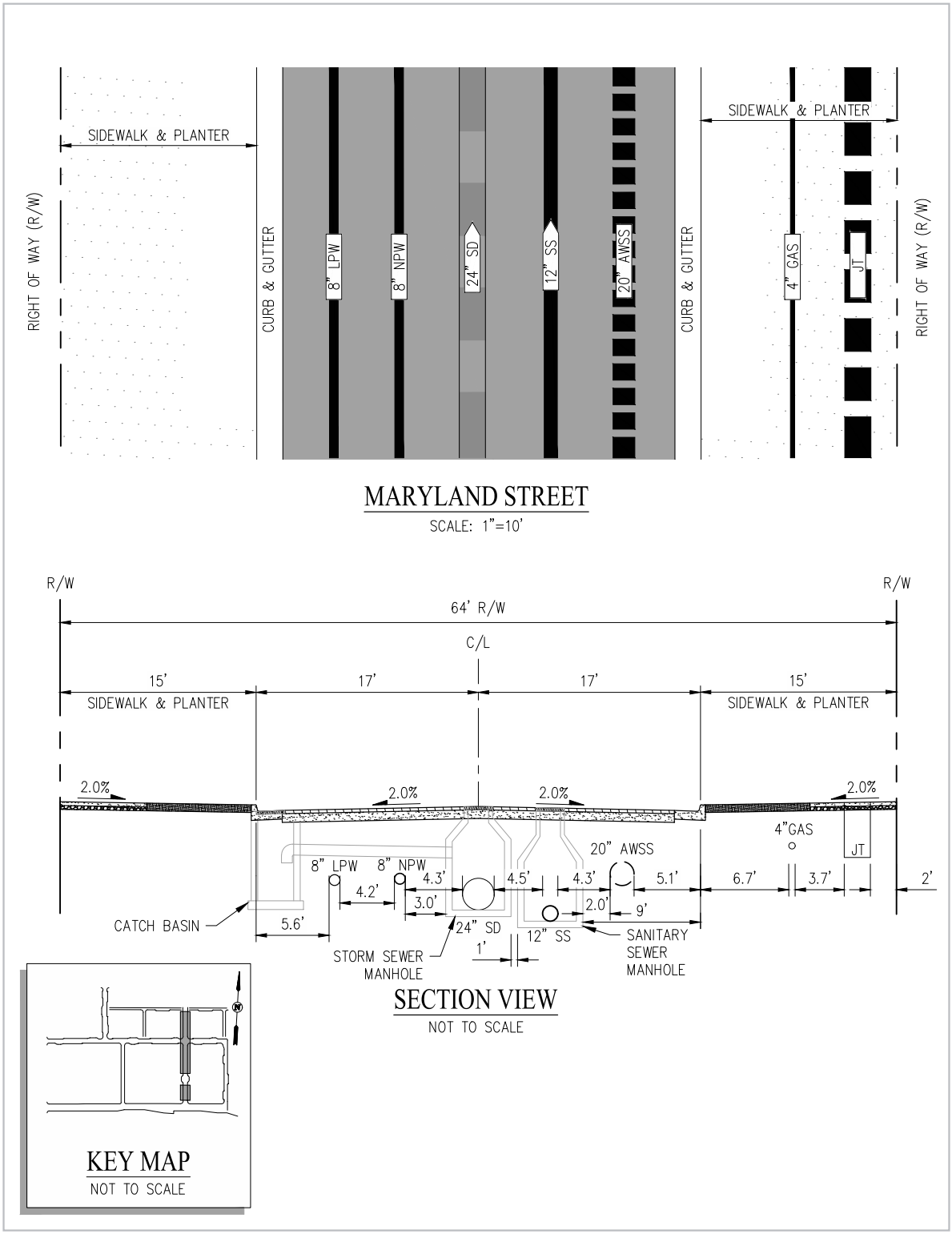

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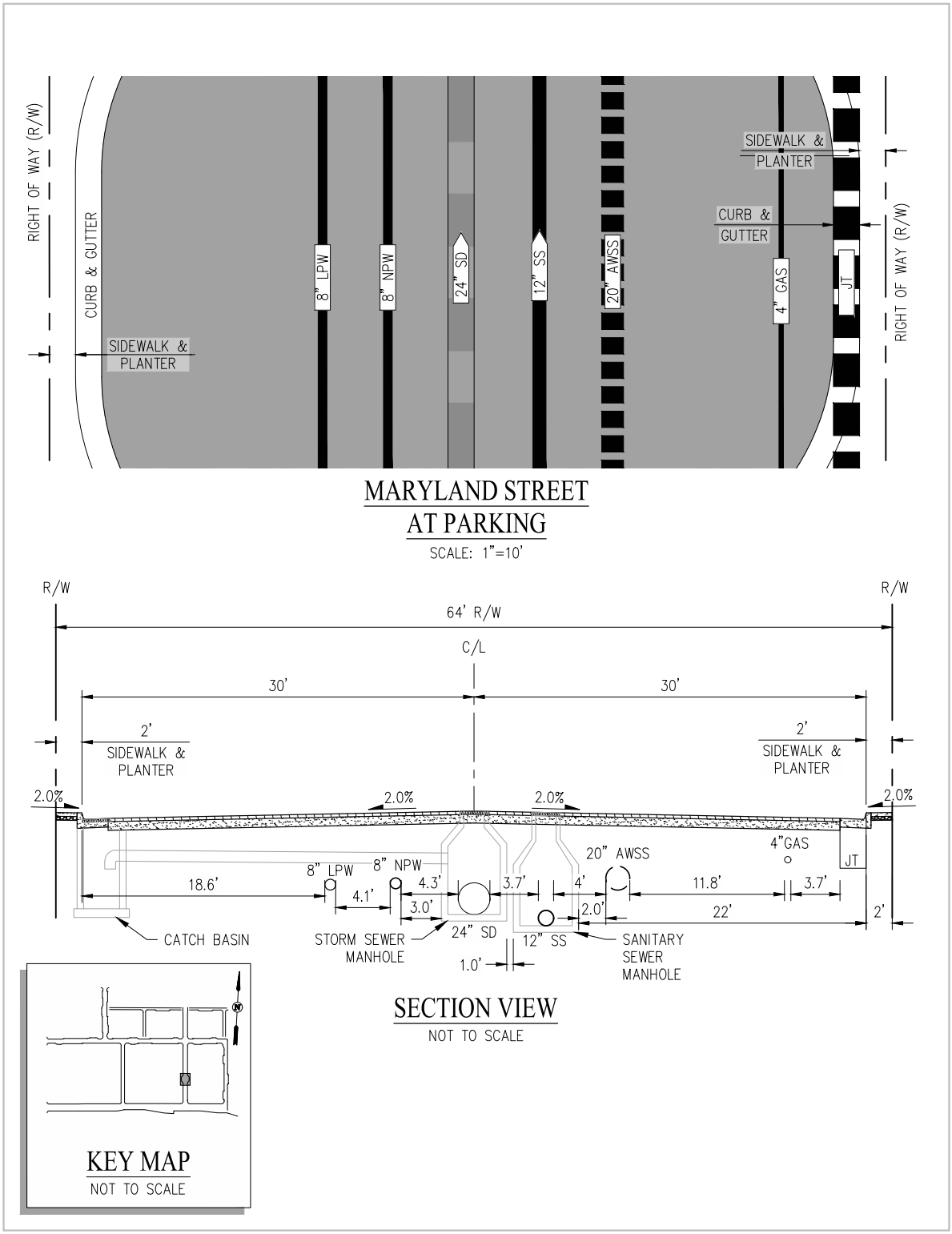

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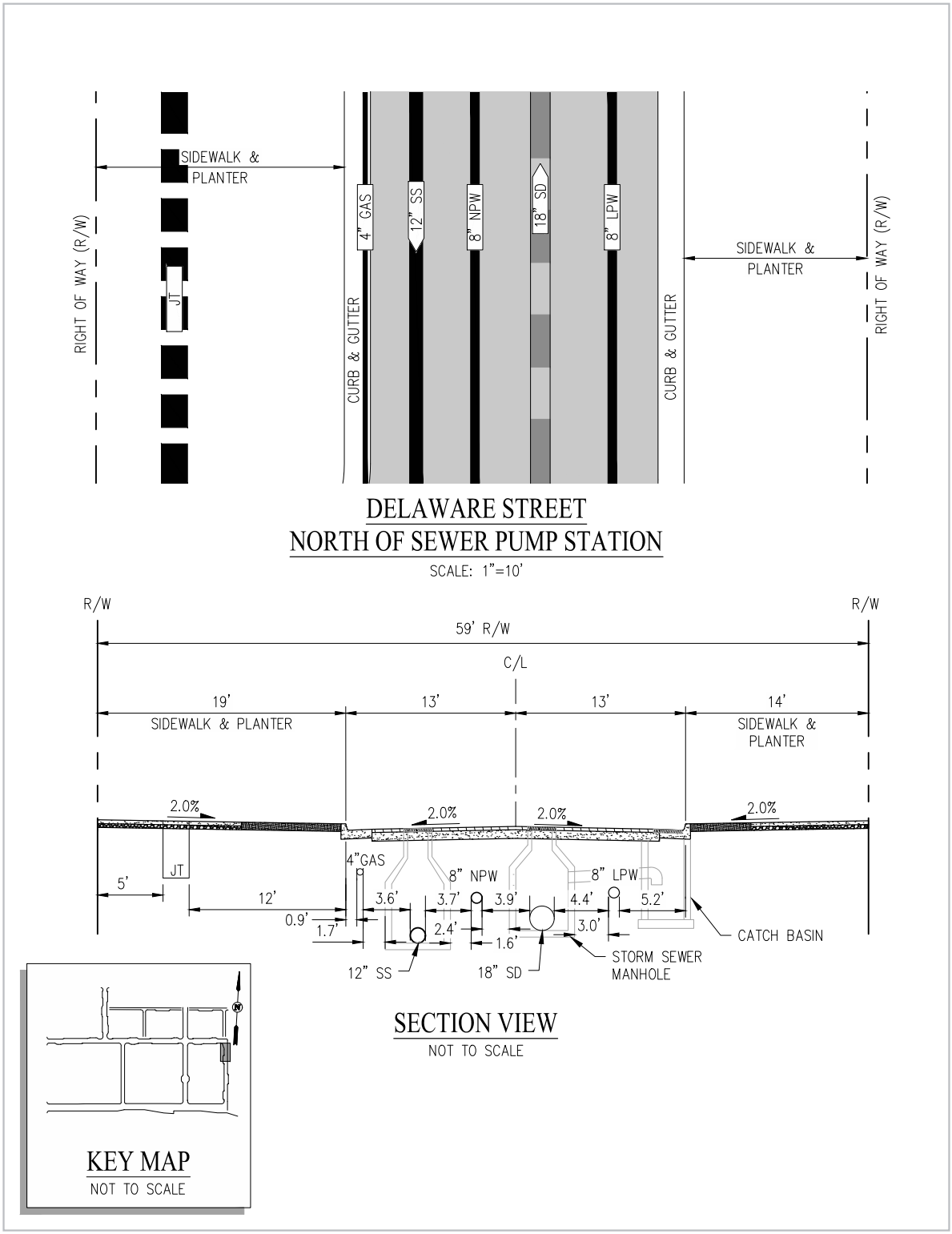

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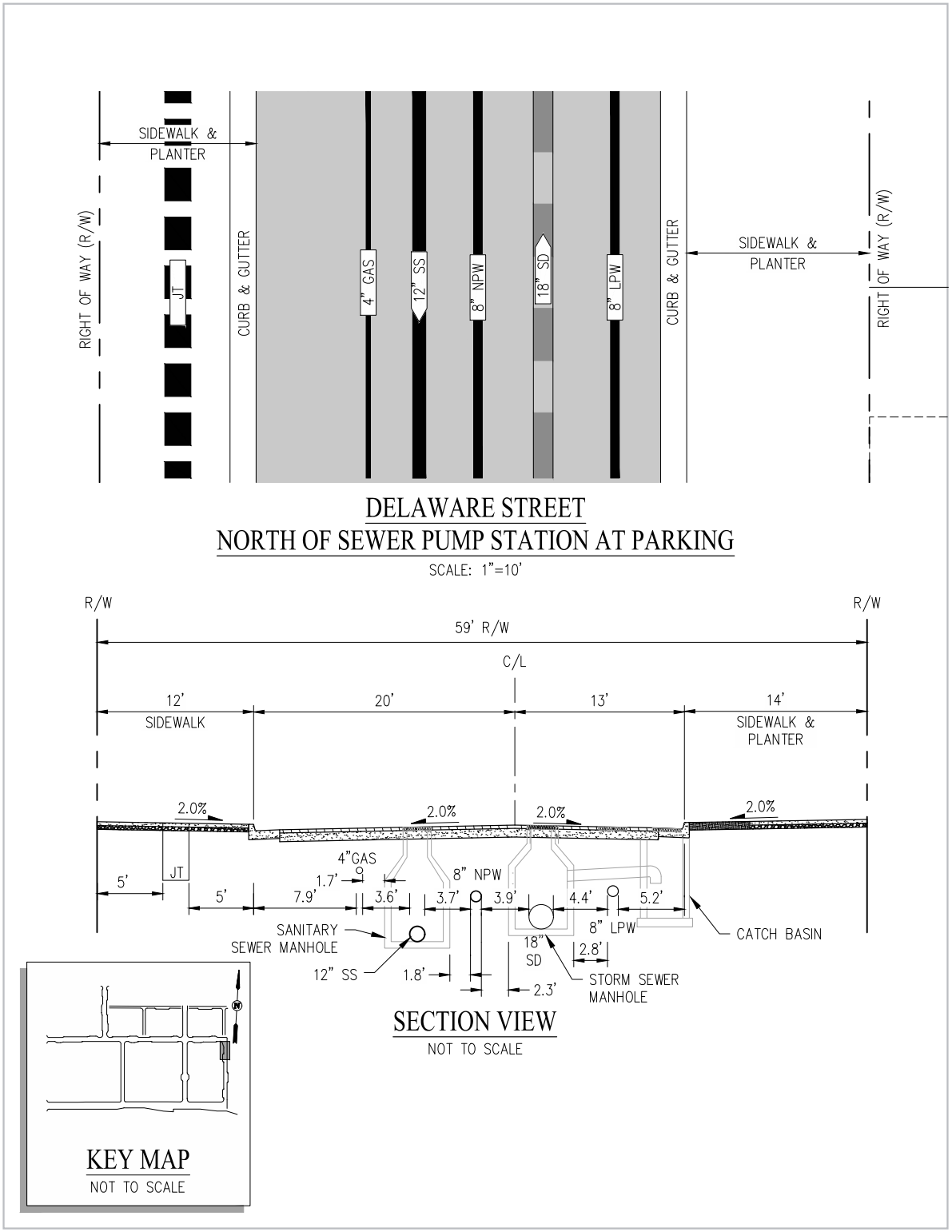

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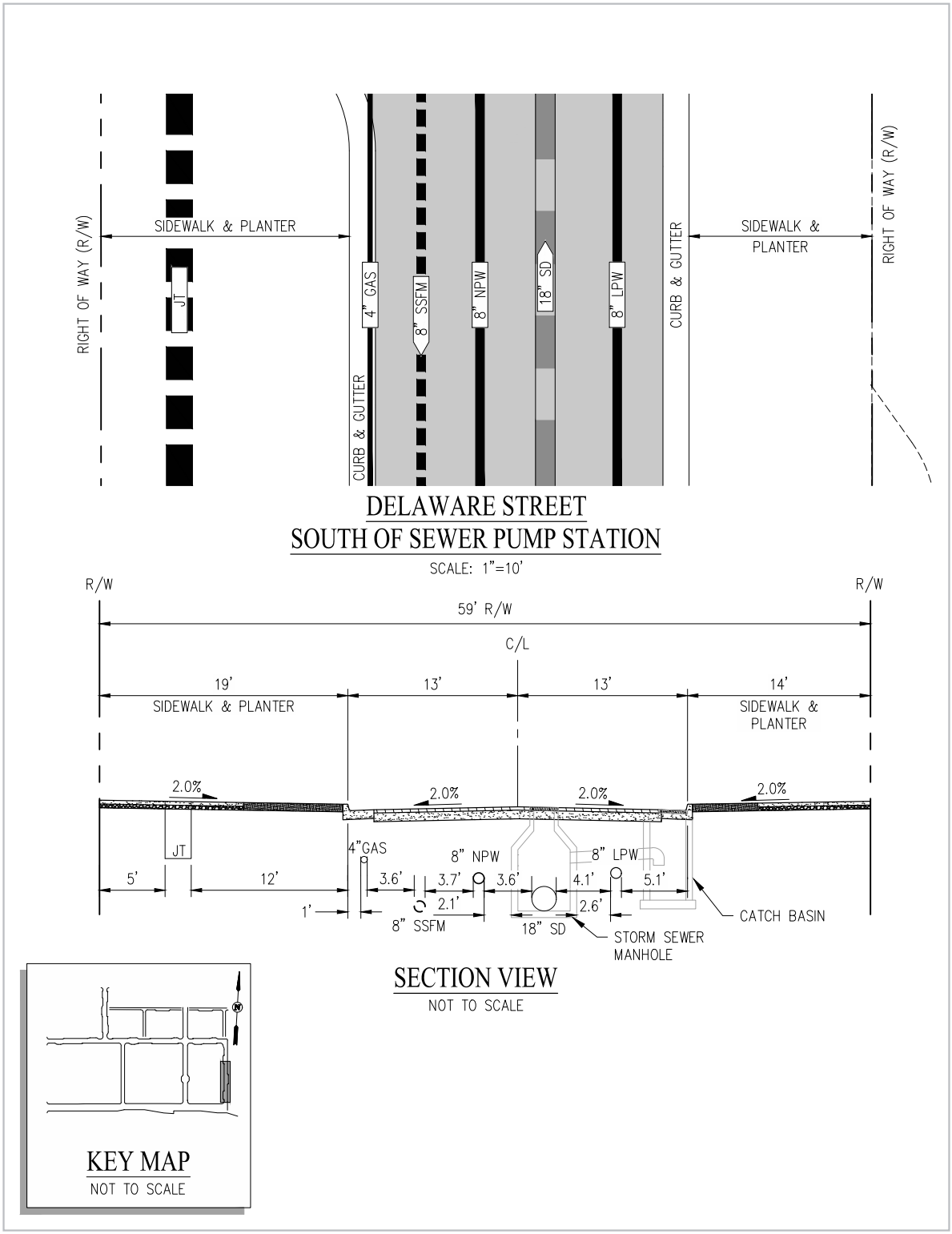


Figure 10.2 Utility Configurations

11 LOW PRESSURE WATER SYSTEM

11.1 Existing Low Pressure Water System

Potable water service will be provided by a water supply, storage, transmission and distribution system operated by the SFPUC. The proposed Project will connect to the SFPUC's Low Pressure Water (LPW) system for domestic supply and fire protection. The existing LPW system within the project vicinity includes eight and 12-inch diameter distribution pipelines and low-pressure fire hydrants within 22nd Street, Illinois Street and 23rd Street. Existing potable water services and fire services to the Project Site are located along the 23rd Street frontage and at the intersection of Illinois Street and Humboldt Street.

There was an existing robust on-site private fire protection system within the Project Site to provide fire protection for the decommissioned PG&E Power Plant. This system has mostly been abandoned with the closure of the Power Plant and demolition of the Tank Farm. The existing on-site private potable and fire water systems will be abandoned and removed as part of the site demolition.

11.2 Proposed Low Pressure Water System

11.2.1 Project Potable Water Demands

The proposed Project water demands are summarized in Table 11.1 below and in the Low-Pressure Water Master Plan ("LPWMP") and Project Water Demand Memo included in Appendices C and D. The Project's water demands have been calculated using the SFPUC's Non-Potable Water Program District Scale water calculator. The proposed low-pressure water system has been planned based upon the Maximum Residential Development Program scenario which generates the highest water demand. The required fire flows are consistent with the California Fire Code – Appendix B. The proposed Project includes district or centralized wastewater treatment plants that will divert, treat and reuse wastewater and rainwater for non-potable uses within the project. The use of non-potable water will reduce the potable water demand. This is reflected in the calculated water demands below.

Table 11.1. Potable Water Demands

Project Potable Water Demands	
Design Scenario	**Demand**
Domestic Average Day Demand ("ADD")	251,000 gpd
Maximum Day Demand ("MDD") including 1.2 peaking factor	301,200 gpd
Peak-Hour Demand ("PHD") including 2.65 peaking factor	665,150 gpd
Required Fire-Flow (2,000 gpm x 4 hours)	480,000 gpd
Maximum Potable Water Demand (Maximum Day Demand + Required Fire Flow)	**781,200 gpd**

11.2.2 Project Potable Water Supply

In accordance with the California Water Code, SFPUC has prepared and approved a revised Water Supply Assessment for the proposed Project. The results of this assessment conclude the SFPUC has sufficient short term and long-term water supplies to serve the proposed Project. See the approved revised Water Supply Assessment in Appendix D.

11.2.3 Project Low Pressure Water Distribution System

The proposed Project will include the design and construction of the proposed LPW system by the Developer. The proposed LPW system will be owned and maintained by the SFPUC upon completion and acceptance of the improvements. The proposed LPW system is depicted on Figure 11.1. The proposed LPW system is anticipated to consist of a network of 8-inch diameter low pressure water mains, fittings, valves, fire hydrants, service laterals, meters and appurtenances. The final LPW system pipeline sizes will be verified by the PUC's review of the hydraulic modeling in the Master Utility Plan.

The proposed LPW system will connect to the existing LPW system within 22nd Street, 23rd Street and Illinois Street. The existing 8-inch diameter main within 22nd Street is proposed to be replaced and relocated with the Pier 70 project. The project will connect to either the existing main or the replaced pipeline, depending on the timeframe of the Project connection relative to the Pier 70 improvements. The Project may replace the existing LPW main in 23rd Street as necessary to meet separation requirements to other utilities and proposed improvements as outlined in Section 10. The proposed LPW system will also connect to the existing 8-inch diameter pipeline in Illinois Street at the intersection with Humboldt Street.

The proposed LPW mains will be placed within the proposed Project public streets or within private property with a Public Utility Easement (Humboldt Plaza). The vertical and horizontal separation distances to other utilities will be consistent with the requirements outlined in Title 22 of the California Code of Regulations, the SFDPW 2015 Subdivision Regulations and the State of California Department of Health Services Guidance Memorandum 2003-02. The typical utility locations within each street section are depicted on Figure 10.2.

SFPUC will perform the required disinfections of new mains and connections to existing mains at the Developer's cost.

11.2.4 Low Pressure Water Design Criteria

The proposed LPW system is required to maintain a minimum system pressure of 20 psi and a maximum velocity of 14 fps maximum velocity during MDD plus Fire Flow design scenario. The LPW system will also maintain 40 psi minimum residual pressure and eight fps maximum velocity during PHD. The proposed LPW water system is modeled in the LPWMP to confirm the proposed system meets the pressure and flow requirements in each design scenario.

11.2.5 Proposed Low Pressure Water Fire Hydrant Locations

The LPW system will be the primary fire water supply for the Project Site. The proposed LPW fire hydrants will have a maximum radial separation of 300-feet between hydrants, or as specified in the California Fire Code – Appendix C. Additionally, the LPW hydrants will be placed within 100-feet of building fire department connections. The proposed LPW fire hydrant locations are depicted on Figure 11.2. The LPW system will be designed to provide the maximum daily demand plus a design fire flow of 2,000 gpm for a duration of 4 hours. The 2,000 fire flow will provide adequate fire protection for new and reuse construction per the California Fire Code – Appendix B. The Project will coordinate with the SFFD for the final locations of LPW fire hydrants within and surrounding the Project.

11.3 Low Pressure Water System Phasing

The proposed Project will design and install the new LPW system in phases as needed to support each proposed Development Phase consistent with the Project Phasing Plan. The extent of the proposed LPW system installed within each phase will be the minimum necessary to support each respective Development Phase. Each Development Phase will at minimum install the portions of the proposed LPW system within or adjacent to that Phase and will connect to existing reliable facilities as close to the Project Site as possible. The first Phase of development will include two points of connection to the existing LPW facilities within the vicinity of the Project, anticipated to be at 23rd Street and at either the 22nd Street / Georgia Street intersection or Humboldt Street / Illinois Street intersection. The second connection for Phase 1 to facilities in 22nd Street is subject to the status of redevelopment with the PG&E Sub-Area. These second connections through the PG&E Sub-Area will likely be interim, constructed to SFPUC standards but replaced once the final improvements within Maryland Street, Georgia Street and Humboldt Street are constructed. The timing of the Maryland Street connection is subject to PG&E completion of remediation within the Tank Farm area and Pier 70 development timeline Repairs or replacements of the existing facilities surrounding the Project will be made as necessary to support each proposed Development Phase. Interim LPW systems may be constructed and maintained by the Developer as necessary to maintain existing LPW facilities operational.

The SFPUC will be responsible for maintenance of existing LPW facilities. The SFPUC will be responsible for the new LPW facilities once construction of each Development Phase or a new LPW facility is complete and accepted by the SFPUC. Impacts to improvements installed with previously constructed portions of the Development due to the designs of subsequent phases will be the responsibility of the Developer and will be addressed prior to approval of construction documents for each subsequent Phase. For each Development Phase, the Developer will provide Phasing Plans depicting the existing LPW facilities and proposed phase of LPW facilities. The Plans and supporting reports will demonstrate that the proposed phase of LPW facilities will provide the required pressures and flow for that Development Phase.

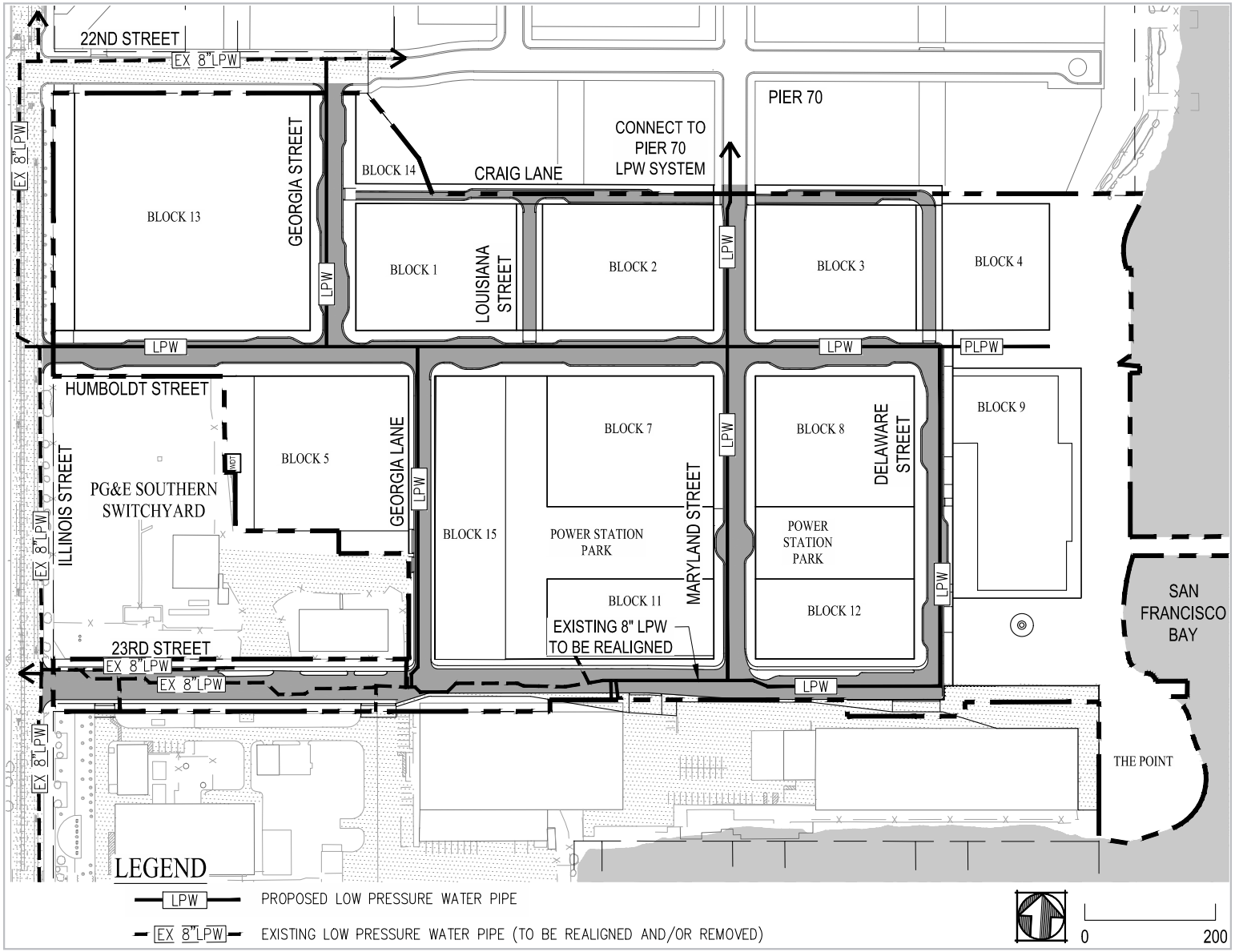


Figure 11.1 Low Pressure Water System

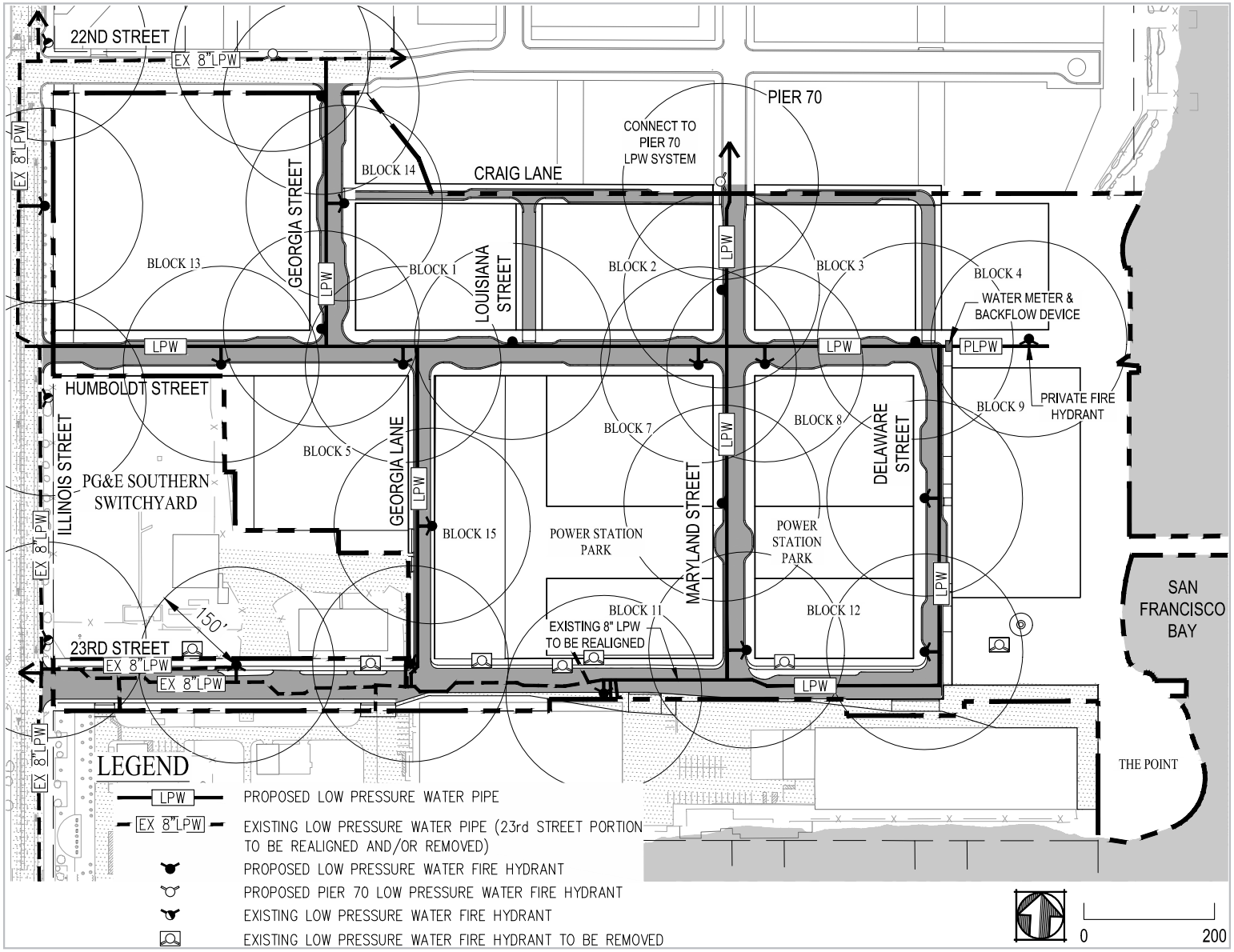


Figure 11.2 Proposed Fire Hydrant Locations

12 NON-POTABLE WATER SYSTEM

12.1 Existing Non-Potable Water System

The City's recycled water system does not currently extend to or serve the Project Site. The City does not have existing recycled water facilities within the vicinity of the Project Site.

12.2 Proposed Non-Potable Water Demands

The estimated non-potable water demands associated with the Project are summarized in Table 12.1. The Project non-potable water demands, associated with flushing, irrigation and cooling towers, have been calculated using the SFPUC's Non-Potable Water Program District Scale water calculator. The Project non-potable water system has been planned based upon the Project Variant Development Program scenario which generates the highest project non-potable water demands. See the Project Water Demand Memo in Appendix D.

Table 12.1. Non-Potable Water Demands

Project Non-Potable Water Demands	
Design Scenario	**Demand (gpd)**
Average Day Demand (ADD)	79,500
Maximum Day Demand (MDD) – Peaking Factor 1.4	111,300
Peak-Hour Demand (PHD) – Peaking Factor 3.0	238,500

12.3 Proposed Non-Potable Water System

The Project is located within the City's Designated Recycled Water Use Area and is subject to the Recycled Water Ordinance. Additionally, the Project is subject to the Non-Potable Water Ordinance.

The project will pursue one of the following three options for complying with the City's Non-Potable Water Ordinance. The section of non-potable water treatment system option will be made prior to the Phase 1 Street Improvement Permit.

- Localized district wastewater collection and treatment plants will treat wastewater generated within certain development blocks to comply with Article 12C of the San Francisco Health Code and deliver to Development Parcels through a new private non-potable water distribution system either within the public right-of-way or privately-owned parcels. (Note that an encroachment permit from the Department of Public Works would be required under this option and an exception from the Recycled Water Use Ordinance); or

- Centralized wastewater treatment plant will treat wastewater from the separated sanitary sewer system watershed and likely be located in Block 8, near the low point of this system. This treatment plant will treat wastewater to San Francisco's non-potable standard and deliver to Development Parcels through a new private non-potable water distribution system within the public right-of-way. (Note that an encroachment permit from the Department of Public Works would be required under this option and an exception from the Recycled Water Use Ordinance); or

- In the event the City constructs a regional recycled water treatment facility that provides recycled water to the Project Site, the proposed project may elect to connect to this system, delivering recycled water to Development Parcels through a new public non-potable water distribution system within the public right-of-way. In this case, the project would not construct a separate wastewater diversion, treatment and reuse systems on private parcels.

12.3.1 Localized District Wastewater Treatment Option

The Localized District Wastewater Treatment Option will include privately owned and maintained wastewater collection and treatment plants within certain development blocks. The best candidates for wastewater collection and treatment are Blocks 1, 4, 5, 7, and 8; they are planned for residential land use, which generates the largest amount of wastewater on site. The number of wastewater plants incorporated into the project will meet the need of district-wide non-potable demands for flushing, irrigation, and cooling towers. If wastewater collection and treatment in the Blocks identified above do not meet the district-wide needs, additional residential buildings will incorporate wastewater collection and treatment (Block 9 and 13).

The treatment plants will treat wastewater to meet San Francisco's Health Code Article 12C Water Quality Standards. Pumps required to maintain pressurization in wastewater collection lines and/or non-potable water distribution lines will be provided by the vertical developer as necessary.

The treatment plants will supply non-potable water to all development blocks within the Project by connecting to a private non-potable water distribution system. The non-potable water will be distributed to all buildings and open space areas within the Project. The irrigation and building non-potable water demands will be met by the non-potable water supplied by the district wastewater treatment plants. Wastewater flows in excess of the non-potable water demand will be discharged to the sanitary sewer system, Blocks 1 and 5 to the combined sewer system and Blocks 4, 7 and 8 to the separated sanitary sewer system. The wastewater treatment plants will be enclosed, and odor control units will be installed to vent to the atmosphere. Each of these facilities are anticipated to require approximately 500 square feet within a within a Building. Each facility will also likely include up to two

storage tanks totaling to 25,000 gallons. These treatment plants may be integrated to also treat and harvest rainwater, in which case the size of the storage tanks would increase.

This option will include the design and construction of a proposed private non-potable water distribution system by the Developer. The private non-potable water system will be located in the public right-of-way and will consist of 8-inch diameter low pressure mains, fittings, valves, service laterals, meters and appurtenances. The extents of the private non-potable water pipelines will be limited to the portions of the public right-of-way's necessary to provide service to the Development Blocks and Open Spaces. Accordingly, in this option the project intends to submit an exemption from the Recycled Water Ordinance, as there will be portions of the public right-of-way that the non-potable water pipelines are not needed to be installed. The proposed private non-potable water system associated with the Localized District Wastewater Option is depicted on Figure 12.1.

The project will prepare a non-potable water implementation plan for review and approval by the SFPUC. This plan will also demonstrate that this option will comply with the requirements of San Francisco's non-potable water program, including the San Francisco Department of Health rules and regulations regarding the operation of alternate water source systems.

12.3.2 Centralized Wastewater Treatment Option

The Centralized Wastewater Treatment Option will centralized privately owned and maintained wastewater treatment plant within Block 8. This location is ideal for a centralized facility, as it is near the low point of the sanitary sewer system, which generates the largest amount of wastewater on site. The centralized wastewater plant incorporated into the project will meet the need of district-wide non-potable demands for flushing, irrigation, and cooling towers. If the centralized wastewater collection and treatment at Block 8 does not meet the district-wide needs, additional residential buildings will incorporate wastewater collection and treatment

The treatment plant will treat wastewater to meet San Francisco's Health Code Article 12C Water Quality Standards. Pumps required to maintain pressurization in wastewater collection lines and/or non-potable water distribution lines will be provided by the vertical developer as necessary.

The treatment plant will supply non-potable water to all development blocks within the Project by connecting to a private non-potable water distribution system. The non-potable water will be distributed to all buildings and open space areas within the Project. The irrigation and building non-potable water demands will be met by the non-potable water supplied by the district wastewater treatment plants. Wastewater flows in excess of the

non-potable water demand will be discharged to the sanitary sewer system. The wastewater treatment plants will be enclosed, and odor control units will be installed to vent to the atmosphere.

This option will include the design and construction of a proposed private non-potable water distribution system by the Developer. The private non-potable water system will be located in the public right-of-way and will consist of 8-inch diameter low pressure mains, fittings, valves, service laterals, meters and appurtenances. The extents of the private non-potable water pipelines will be limited to the portions of the public right-of-way's necessary to provide service to the Development Blocks and Open Spaces. Accordingly, in this option the project intends to submit an exemption from the Recycled Water Ordinance, as there will be portions of the public right-of-way that the non-potable water pipelines are not needed to be installed. The proposed private non-potable water system associated with the Centralized Wastewater Treatment Option is depicted on Figure 12.1.

The project will prepare a non-potable water implementation plan for review and approval by the SFPUC. This plan will also demonstrate that this option will comply with the requirements of San Francisco's non-potable water program, including the San Francisco Department of Health rules and regulations regarding the operation of alternate water source systems.

12.3.3 City Recycled Water Treatment Facility Option

In the event that the City constructs recycled water treatment facility and distribution pipelines in the vicinity of the project and the project elects to connect to this system, a new public recycled water distribution system will be constructed within the public right-of-way.

The distribution system will provide recycled water to all buildings and open spaces within the project. The irrigation and building non-potable water demands will be met by the recycled water supplied by this system. The public recycled water system will be located in the public right-of-way and will consist of 8-inch diameter low pressure mains, fittings, valves service laterals meters and appurtenances. The proposed public recycled water system associated with the City supply option is depicted on Figure 12.2.

12.4 Rainwater Harvesting

The project may potentially integrate rainwater harvesting into some of the Development Blocks. This is intended to achieve compliance with the City's Stormwater Management Requirements, specifically the required runoff flow and volume reduction within the combined sewer areas as discussed in Section 16. Where feasible, the rainwater harvesting will be integrated to the

Localized District Wastewater Treatment Plants within the certain Development Blocks planned to have these features.

12.5 Non-Potable Water System Phasing

The proposed Project will design and install the new non-potable water system in phases as needed to support each proposed Development Phase consistent with the Project Phasing Plan. The extent of the proposed non-potable water system installed within each phase will be the minimum necessary to support each respective Development Phase. Each Development Phase will at minimum install the portions of the proposed non-potable water system and treatment plant(s) within or adjacent to that Phase as required to supply non-potable water to each Development Phase.

Impacts to improvements installed with previously constructed portions of the Development due to the designs of subsequent phases will be the responsibility of the Developer and will be addressed prior to approval of construction documents for each subsequent Phase.

For each Development Phase, the Developer will provide Improvement Plans describing and depicting the existing non-potable water facilities and proposed phase of non-potable water facilities. The Phasing Plans and supporting reports will demonstrate that the proposed phase of non-potable water facilities will include on-site treatment plant(s) to supply the required non-potable water demands and pipeline distribution systems to provide the required pressures and flow for that Development Phase.

12.6 Shared District Thermal Energy Plants

The project may elect to construct shared thermal energy plants, if the project sponsor determines that such system would be feasible. Such a system would use shared thermal energy plants within the project site to recover waste heat from commercial buildings for heating and cooling use in residential buildings to reduce the project's overall energy and water demands. A connection would be provided between residential and commercial building pairs when (1) such pairing occurs, and (2) a connection can be made without crossing a public right of way. Anticipated residential-commercial pairings include Blocks 1 and 2; 3 and 4; 7 and 11 and/or 15; and 8 and 12. If any of the residential-commercial pairings do not occur as anticipated due to a change in land use within a flex parcel, there will be no requirement to implement a shared thermal energy plant within that pairing.

Shared thermal energy plant equipment installed in commercial buildings would include heat recovery cooling equipment (heat recovery chillers) to provide excess hot water to the adjacent residential buildings for space heating and domestic hot water production. Residential buildings

would install space heating and domestic hot water equipment capable of utilizing the hot water provided by the adjacent commercial building.

If construction of shared thermal energy plants in residential building precedes construction of the commercial building, temporary provision of hot water for space heating and domestic hot water would be provided. In the case of this temporary provision, electric or natural gas may be used to produce hot water.

12.7 All-Electric Building Heating and Cooling

The project may elect to eliminate the use of natural gas for space heating and domestic water use, which would reduce operational greenhouse ("GHG") emissions and limit on-site combustion. During the design of the mechanical system for each building, the feasibility of systems that provide for all-electric space heating and domestic hot water production shall be explored. Among other factors, future utility rates and the impact on affordability will be considered as part of the determination of feasibility made by the Project Sponsor for using all-electric systems for building heating and cooling.

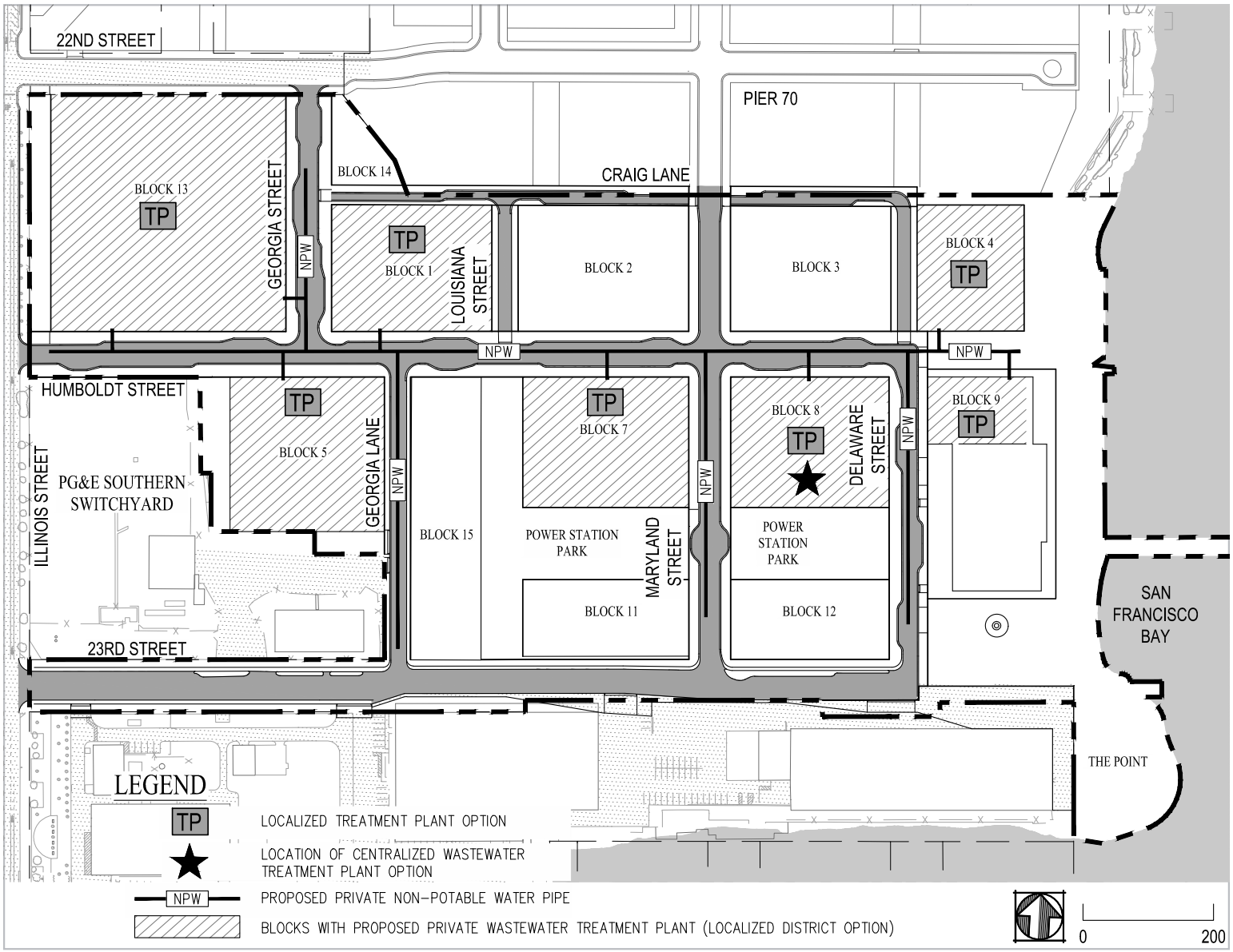


Figure 12.1 Proposed Non-Potable Water System - Localized District and Centralized District Treatment Plant Options

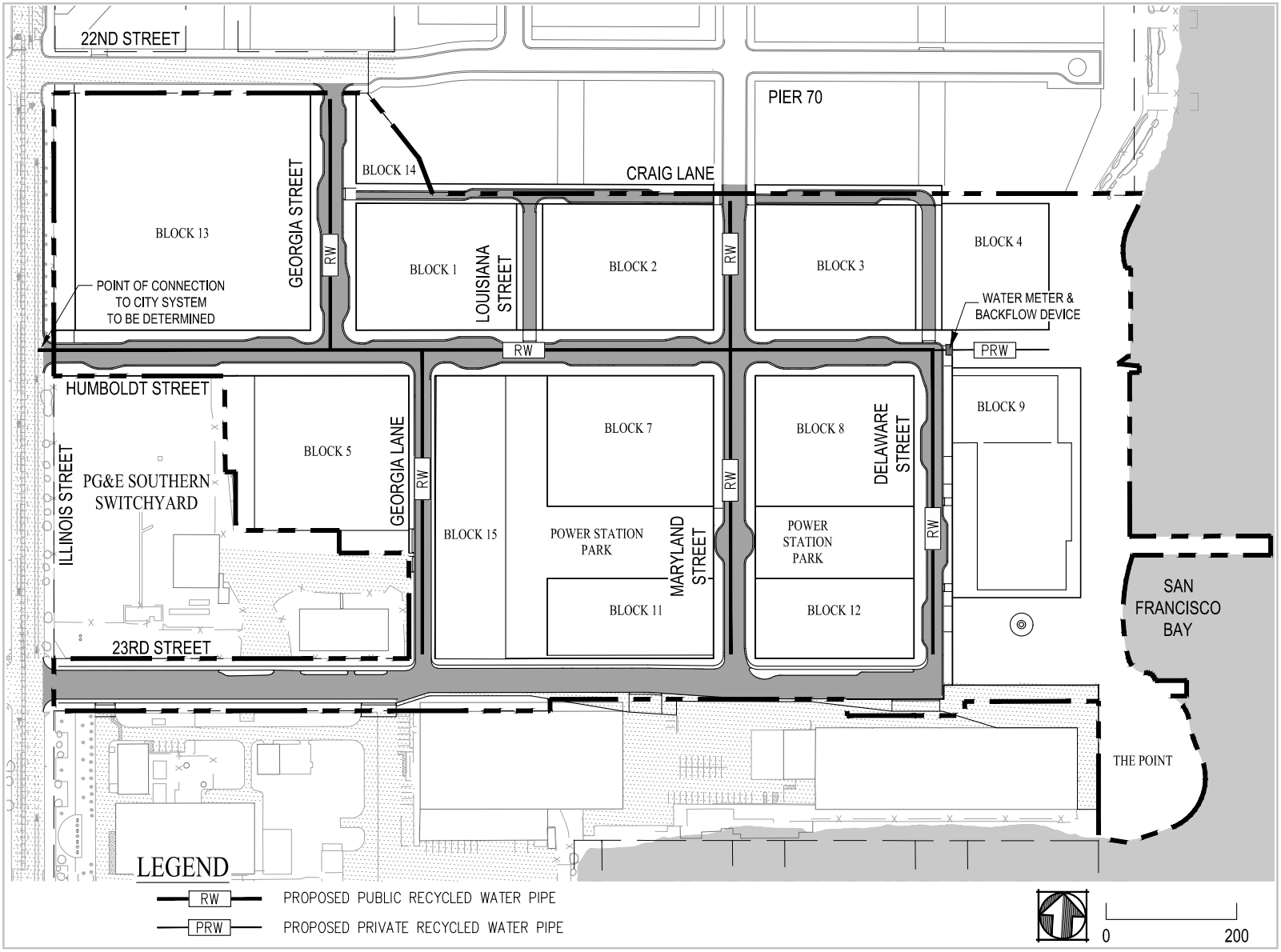


Figure 12.2 Proposed Public Recycled Water - City Supply Option

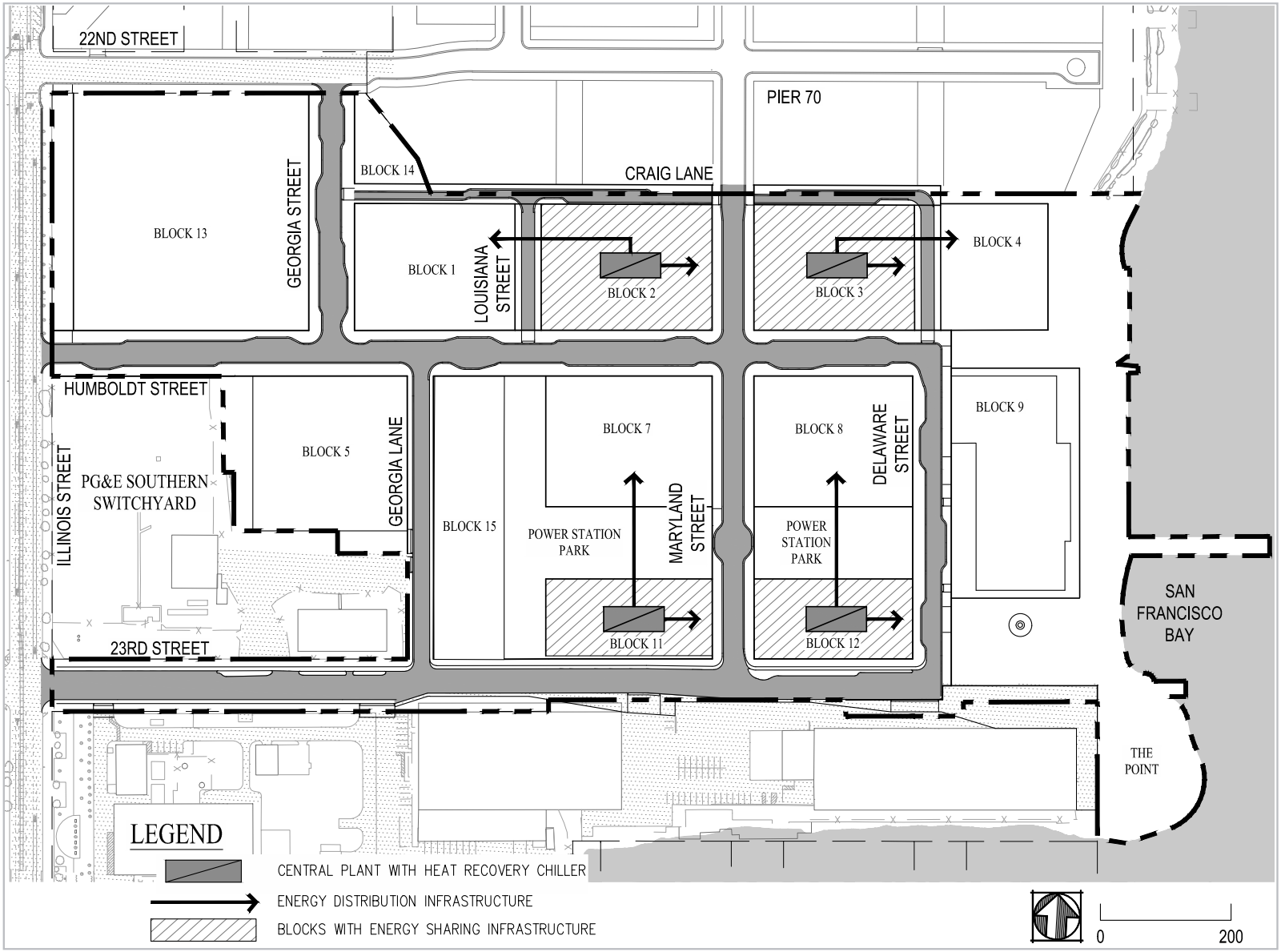


Figure 12.3 Shared Localized Thermal Energy Plants

13 AUXILIARY WATER SUPPLY SYSTEM (AWSS)

13.1 Existing AWSS System

The SFPUC, in cooperation with the SFFD, owns and operates the Auxiliary Water Supply System ("AWSS"). The AWSS is a high pressure, non-potable water distribution system dedicated to fire suppression specifically designed for reliable operation after a major seismic event. The existing AWSS system within the vicinity of the project includes a 14-inch diameter main in 3rd Street.

13.2 AWSS Design Criteria

The proposed Project will meet the fire protection requirements established by the SFFD to meet their City-wide objectives for fire protection following a seismic event. This includes the extension and installation of AWSS facilities to and within the Project. The proposed AWSS facilities will be located in the proposed streets that are either public right-of-way or private property with a public utility easement (23rd Street), as approved by the SFPUC.

The AWSS facilities will be placed with vertical and horizontal separation distances to other utilities as identified in Section 10.

13.3 Proposed AWSS System

The proposed Project will install new AWSS facilities within the Project and extending and connecting to the existing AWSS main in 3rd Street. The proposed AWSS facilities will include a 20-inch diameter main extension within 23rd Street connecting to the existing 14-inch main in 3rd Street and extending to the proposed intersection of Maryland Street and 23rd Street. Additionally, a 20-inch diameter main will be installed in Maryland Street extending from 23rd Street to the Project northern boundary line where it will connect to the AWSS main to be installed by the Pier 70 project. The proposed 20-inch pipeline will be earthquake resistant ductile iron pipe material. The Project will also install AWSS fire hydrants, at a maximum spacing of 500 feet, at locations determined by the SFPUC and SFFD. The proposed AWSS facilities, including proposed hydrant locations, are depicted on Figure 13.1.

13.4 AWSS Phasing

The proposed Project will design and install the new AWSS facilities in phases consistent with the Project Phasing Plan. The extent of the proposed AWSS installed within each phase will be the minimum necessary to support each respective Development Phase. Each Development Phase will at minimum install the portions of the proposed AWSS facilities within or adjacent to that Phase and will connect to existing reliable facilities as close to the Project Site as possible. Repairs or replacements of the existing facilities surrounding the Project will be made as necessary to support each proposed Development Phase.

The SFPUC will be responsible for maintenance of existing AWSS facilities. The SFPUC will be responsible for the new AWSS facilities once construction of each Development Phase or a new AWSS facility is complete and accepted by the SFPUC. Impacts to improvements installed with previously constructed portions of the Development due to the designs of subsequent phases will be the responsibility of the Developer and will be addressed prior to approval of construction documents for each subsequent Phase.

The SFPUC and SFFD will provide flow and pressure capacities of the existing AWSS the proposed AWSS is connecting to for each Development Phase. The Developer will provide Phasing Plans and supporting reports describing and depicting the proposed phase of AWSS facilities and demonstrating the facilities will provide the required pressures and flow for that Development Phase. The Phasing Plans will assume the AWSS system through the Pier 70 Project is completed by others.

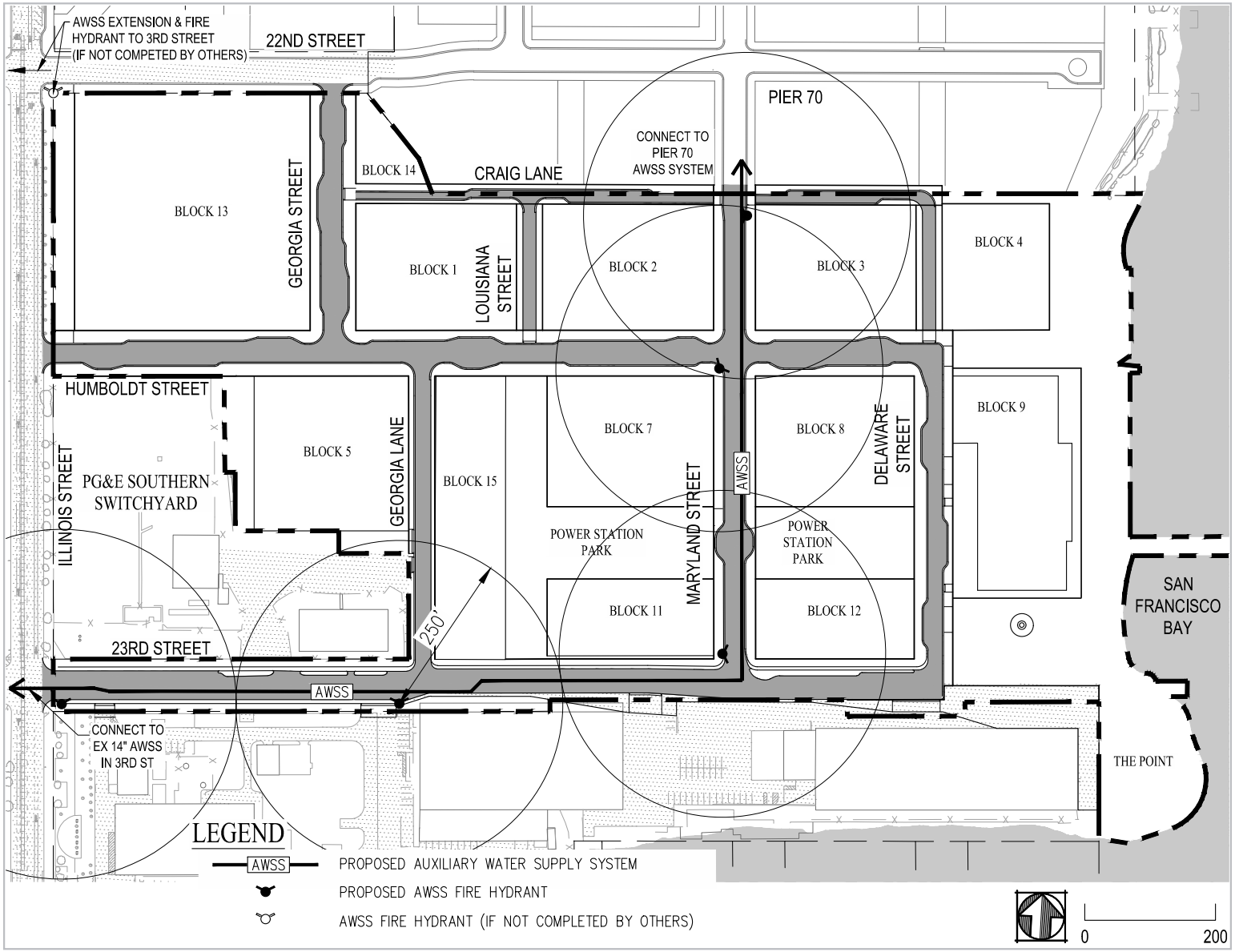


Figure 13.1 Proposed AWSS System

14 SANITARY SEWER SYSTEM

14.1 Existing Combined Sewer System

The Project is within the Combined Sewer Area – Bayside Drainage Basin. The historical sanitary sewer generated at the Project site was associated with the PG&E Power Plant operations, which was closed in 2011. Since the PG&E Power Plant was closed in 2011, the site has had on-going environmental remediation activities and some of the structures have been since demolished. The existing sanitary sewer flow generated at the Project has been further reduced as there are only a small amount of remaining employees and uses within the project site.

The existing conditions within the Project consists of several buildings in varying states of activity as the as well as numerous parking lot areas and three recently deconstructed holding tanks. The Project is nearly 100% impervious. The sanitary sewer and stormwater runoff generated from the existing buildings within the Project is collected by a network of private pipelines, holding tanks and pump stations within the Project area. This private system discharges the Project wastewater to the existing combined sewer 12-inch diameter pipeline located in 23rd Street, along the south side of Station A.

The combine sewer pipeline within 23rd Street connects to a 27-inch gravity trunk main in Illinois Street, which conveys wastewater southerly and eventually to the Southeast Treatment Plant.

There is an existing 12-inch diameter pipeline and drainage inlets in Humboldt Street near the intersection with Illinois Street. This existing system only collects stormwater flows from the PG&E switchyard areas and connects to the 27-inch gravity trunk main in Illinois Street.

There are additional proposed combined sewer pipelines planned within 22nd Street associated with the Pier 70 project. These facilities will connect to the Pier 70 combined sewer system which consists of pipelines, storage and the SFPUC 20th Street Pump Station. This system discharges to the existing combined sewer system within 20th Street, which eventually also drains to the 27-inch gravity trunk main in Illinois Street. See Figure 14.1 depicting the existing combined sewer system within the vicinity of the Project.

The Project is comprised of two stormwater watersheds defined by the existing topography of the Project site. The stormwater runoff from the western watershed is collected by the existing combined sewer facilities in Humboldt Street and 23rd Street. The stormwater runoff from the eastern watershed is collected and conveyed to existing outfalls to the Bay. See Figure 14.2 depicting the extents of the two existing stormwater watersheds within the Project.

14.2 Proposed Sanitary Sewer Flows

The proposed Project estimated sanitary sewer flow assumes a return of 95% on the potable water demand and 100% on the non-potable water for the Average Day Demands. The potable and non-potable water demand calculations associated with the proposed Project are estimated using the SFPUC's Non-Potable Water Program District Scale Water Calculator. The output from the calculator is enclosed in Appendix D.

A peaking factor of three was applied to the Average Daily Dry Weather Flow ("ADWF") to determine the Peak Dry Weather Flow ("PDWF"). The resulting ADWF for the proposed Project is 309,810 gpd or 215 gpm. The proposed Project is anticipated to generate a PDWF of 929,430 gpd or 645 gpm.

14.3 Downstream Combined Sewer Facilities

Preliminary wastewater modeling for the Project have been coordinated with the SFPUC to confirm that the existing combined sewer system facilities have adequate capacity for the Project. The modeling did not identify additional combined sewer system discharge events or system freeboard deficiencies created by the additional wastewater flows from the Project to the existing system.

The existing 12-inch pipeline in 23rd Street is currently planned for replacement through the SFDPW Contract 2710J Various Locations No. 28 Pavement Renovation and Sewer Replacement project. The SFPUC has confirmed the proposed pipeline replacement will have adequate capacity to accommodate the proposed Project wastewater flows.

14.4 Proposed Sanitary Sewer System

The proposed separated sanitary sewer system will maintain the existing drainage patterns within the Project site. The topography and site grading will be configured to provide clear differentiation of the two sewersheds within the Project. The sanitary sewer generated within the eastern watershed is proposed to be collected and conveyed by a proposed separated sanitary sewer system to be constructed by the Developer. The wastewater generated within the western watershed is proposed to be collected and conveyed by a proposed combined sewer system to be constructed by the Developer. The proposed sewershed limits that comprise the Project are depicted on Figure 7.3. The proposed separated sanitary sewer systems are described further below and depicted on Figure 14.3.

The proposed combined sewer system in the northern portions of Georgia Street and within the western watershed will connect to the proposed combined sewer system in 22nd Street that is proposed to be installed by the Pier 70 project. The Project will coordinate with the SFPUC and the Pier 70 project to ensure the necessary capacity for these wastewater flows are accommodated by the Pier 70 system.

14.4.1 Proposed Separated Sanitary Sewer System

The sanitary sewer generated within the Project eastern sewershed will be collected and conveyed by a proposed separated sanitary sewer system. The proposed separated sanitary sewer system is depicted on Figure 14.3. The separated sanitary sewer system will be designed and constructed by the Developer. The separated sanitary sewer design will be reviewed and approved by the SFPUC. The proposed separated sanitary sewer system will consist of 12-inch diameter collection pipelines that convey sanitary sewer by gravity to a pump station located near Delaware Street. The pump station will include an emergency back-up generator. The pump station control panel and emergency generator are proposed to be located in an enclosure placed in the open space adjacent to Delaware Street and Block 9. This facility will be encompassed by a public utility easement. A sanitary sewer force main will extend from the pump station southerly in Delaware Street and westerly in 23rd Street, eventually discharging to the existing combine sewer system in 23rd Street.

The proposed pipelines will be constructed in accordance with the City of San Francisco 2015 Subdivision Regulations and SFPUC Wastewater Utility Standards. The minimum service laterals to the buildings are to be six inches and eight inches, depending on the building use, size and demands. Laterals will have a fresh air inlet and trap in compliance with the Subdivision Regulations. Manhole covers will be solid with manhole spacing set at a maximum of 300 feet apart in linear distance, and up to 350 feet apart with approval from the SFPUC, and at changes in pipeline diameter, grade or alignment. Collection pipelines will be designed to have sufficient capacity to convey the average day design sanitary sewer flows when flowing half full based on depth (d/D = 0.50) and flowing three quarters full based on depth (d/D=0.75) for peak day design flows. The slope of the collection pipelines will maintain a minimum flow velocity of two ft/sec under average flow conditions. See Figure 10.2 depicting the proposed separated sanitary sewer pipeline locations relationship to other utilities and street improvements.

Upon completion of construction by the Developer and improvement acceptance by the SFPUC, the proposed separated sanitary sewer system will be maintained and owned by the SFPUC.

14.4.1.1 Northern Connection Alternative

There is an alternative configuration of the separated sewer system that would connect to the north, to the Pier 70 Combined Sewer System. This alternative would eliminate the pump station located within the Project. The proposed sanitary sewer system would be configured to convey the Project sanitary sewer by gravity flow to the Pier 70 System located in Maryland Street. This would require accelerating to Phase 1 the installation of this pipeline in Maryland Street, north of Humboldt Street for both the segment in PPS and the segment in Pier 70 to 22nd Street. This will require construction coordination with PG&E's planned remediation of the PPS "Tank Farm" area and construction coordination with Pier 70. This alternative is subject to further coordination and evaluation between the Project, Pier 70 and SFPUC.

14.4.2 Proposed Combined Sewer System

The wastewater generated within the Project's western sewershed will be collected and conveyed by a proposed combined sewer system. The proposed combined sewer system is depicted on Figure 14.3. The combined sewer system will be designed and constructed by the Developer. The combined sewer design will be reviewed and approved by the SFPUC. The proposed combined system will consist of collection pipelines ranging from 12" to 18" in diameter that convey sanitary sewer and stormwater by gravity to the surrounding existing combined sewer facilities in Illinois Street, 23rd Street and 22nd Street. The combined sewer system will be designed in accordance with the Subdivision Regulations, maintaining four feet of freeboard and designed to protect from flooding related to potential overland flows.

Figure 10.2 depicting the proposed combined sewer pipeline locations relationship to other utilities and street improvements.

Upon completion of construction by the Developer and improvement acceptance by the SFPUC, the proposed combined sewer system will be maintained and owned by the SFPUC. The SFPUC acceptance of infrastructure will occur upon the City' acceptance of the public streets associated with each phase.

14.5 Phases for Sanitary Sewer System Construction

The Developer will design and install the new separated sanitary sewer system and combined sewer system based on the Project Phasing Plan and as needed to facilitate each specific proposed Development Phase. The amount and location of the proposed sanitary sewer facilities installed will be the minimum necessary to support the Development Phase. Phase 1 will include the design and construction of the separated sanitary sewer pump station and force main discharging to the

combined sewer system in 23rd Street. Each Development Phase will connect to the existing system as close to the limit of the Development Phase as possible while maintain the integrity of the existing system for the remainder of the Project. Repairs and / or replacement of the existing facilities necessary to support the proposed Development Phase will be designed and constructed by the Developer. Interim sanitary sewer systems will be constructed and maintained by the Developer as necessary to maintain existing sanitary sewer facilities impacted by proposed Development Phases.

The SFPUC is responsible for maintenance of the existing combined sewer facilities surrounding the Project. The Developer will maintain acceptable access through all phases for the SFPUC to maintain SFPUC accepted infrastructure. The SFPUC will be responsible for the new separated sanitary sewer system and combined sewer system once construction of the Development Phase or new sanitary sewer system is complete and accepted by the SFPUC. The Developer will own and maintain interim facilities, as required, until completion of the Development Phase.

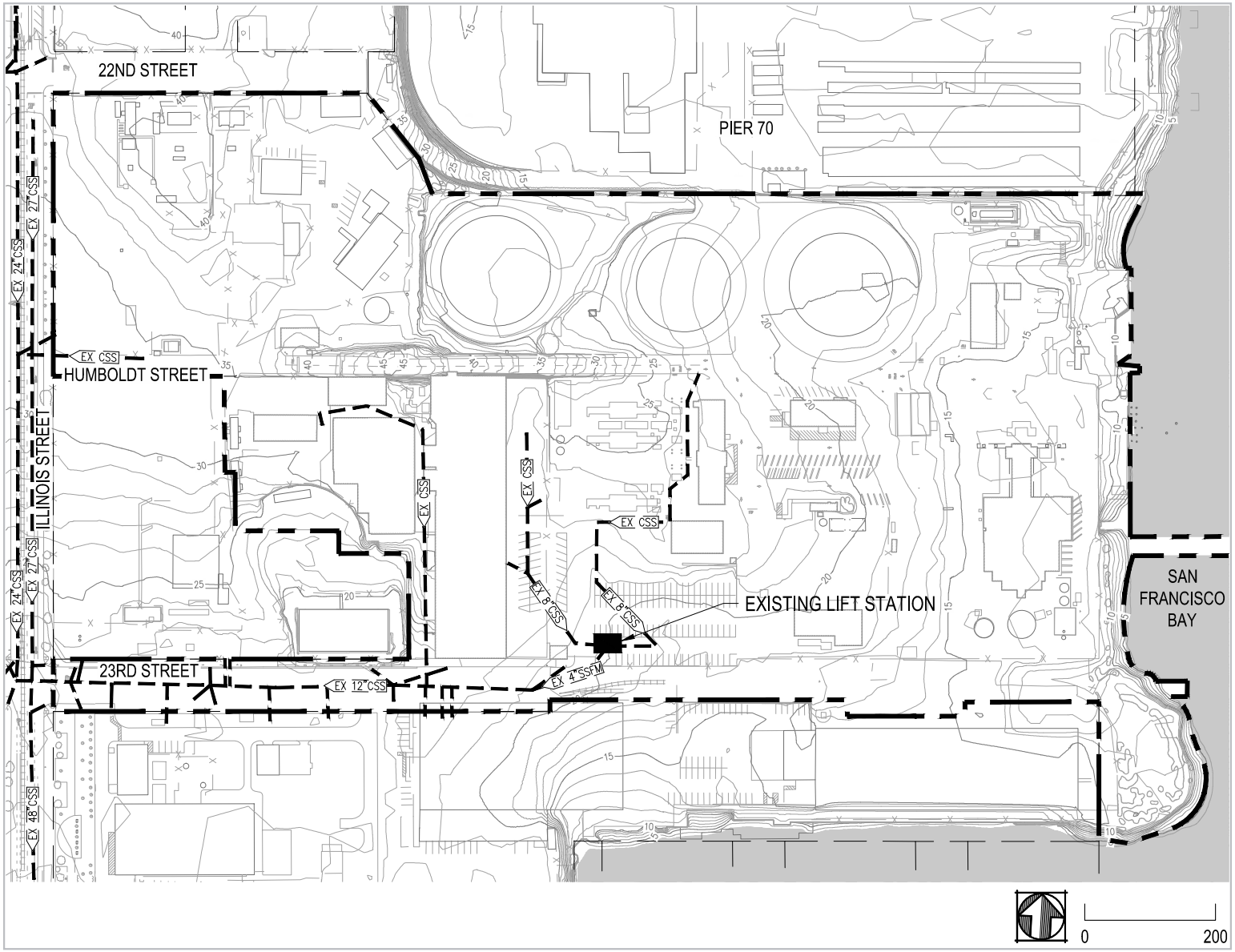


Figure 14.1 Existing Combined Sewer System

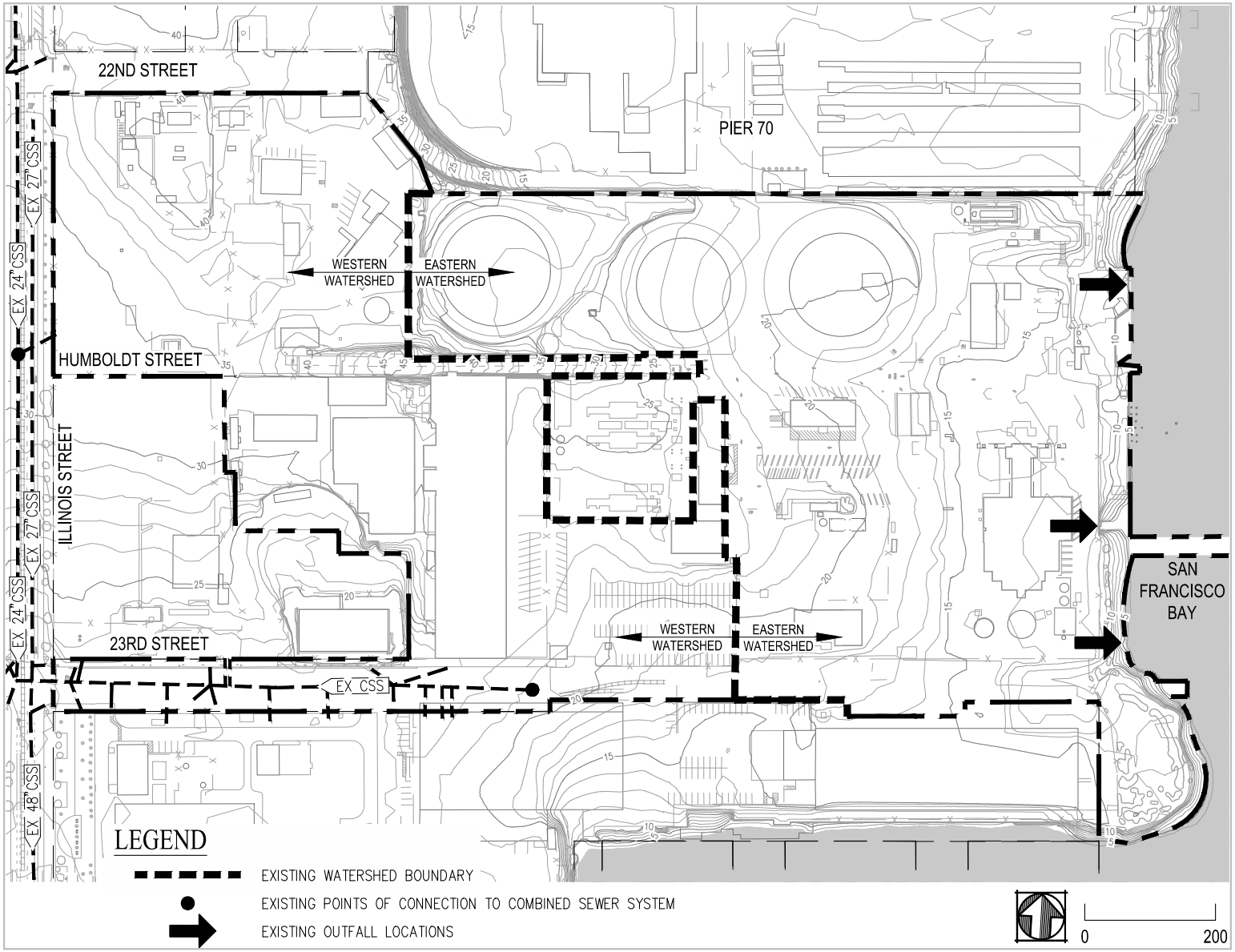


Figure 14.2 Existing Stormwater Watersheds Within Project

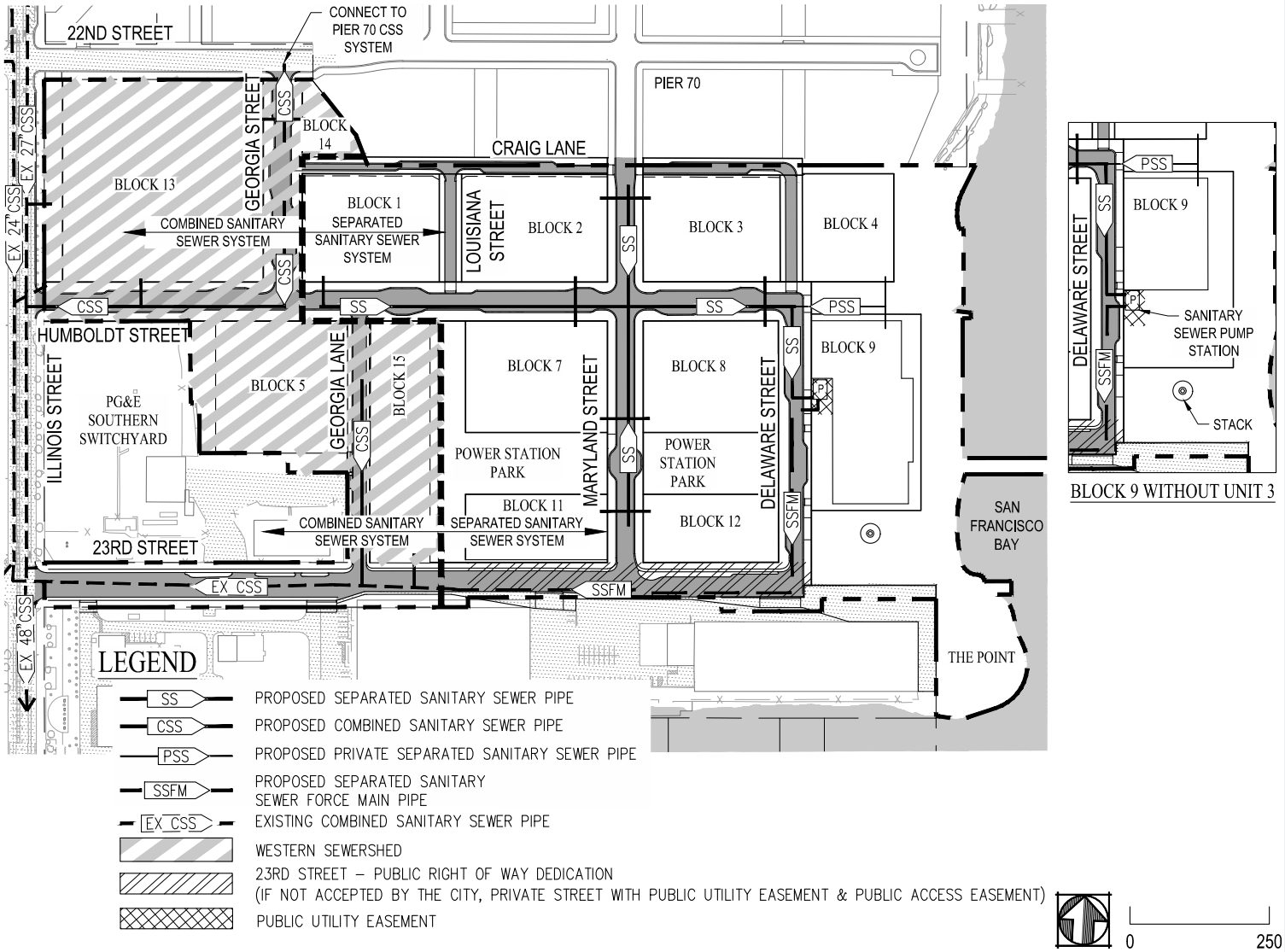


Figure 14.3 Proposed Combined and Separated Sanitary Sewer Systems

15 STORM DRAIN SYSTEM

15.1 Existing Storm Drain System

The Project site is comprised of two drainage watersheds. The western watershed is collected and conveyed by existing on-site inlets, pipelines and pump stations to the existing combined sewer system in Illinois Street and 23rd Street. The eastern watershed is collected and conveyed by a separated storm system that discharges to the Bay. The existing on-site separated storm system is comprised of inlets, pipelines, holding tanks and three existing outfall discharge points to the Bay located along the project waterfront. The existing watersheds are depicted on Figure 15.1.

The eastern portion of 23rd Street, east of Station A, overland flows to the east and releases by overtopping the shoreline at the eastern terminus of the street. Table 15.1 outlines the areas of the existing watersheds.

The existing storm drain infrastructure within the Project does not include any best management practices (BMP) to manage or treat stormwater runoff. The existing site conditions are effectively 100% impervious surfaces comprised of pavement and roof areas.

Table 15.1 Existing Watershed Areas – Combined Sewer Areas

Point of Connection	Drainage Areas (Acres)
Humboldt at Illinois Street	6.38
23rd at Illinois Street	7.55
Total Combined System	**12.93**

Table 15.2 Existing Watershed Areas – Separated Storm Drain Areas

Point of Connection	Drainage Areas (Acres)
Existing Bay Outfalls	14.93
Overland Flow	0.80
Total to San Francisco Bay	**15.73**

15.2 Proposed Storm Drain System

The proposed storm drain systems will generally maintain the existing drainage patterns within the project site, while reducing the area draining to the City's combined sewer system. Stormwater runoff will continue to be conveyed by both a separated storm system directly to the Bay and pipelines connecting to the City's combined sewer system. The topography and site grading will be configured to provide clear differentiation of the two watersheds within the Project, protecting from any potential overflow discharges from the combined sewer system to the Bay.

15.2.1 Proposed Separated Storm Drain System

The stormwater runoff within the eastern watershed is proposed to be collected and conveyed by a proposed separated storm system discharging to the Bay via a new outfall to be constructed by the Developer. The portions of 23rd Street that formerly drained by overland flow to the Bay will be collected and conveyed by the proposed separated storm drain system. A curb will be constructed along the south side of 23rd Street to collect stormwater from the street immediately north of the existing loading docks. The proposed separate storm drain systems will consist of entirely new infrastructure, consolidated into a single outfall to the Bay. The proposed system will be designed to convey stormwater flows from a 5-year / 3-year design storm. For maintenance and permit compliance purposes, an isolation gate with manhole will be installed directly upstream of the outfall to allow blocking of stormwater flows to the outfall or rerouting of nonconforming flows to the sanitary sewer system. A conceptual configuration of the proposal outfall is depicted on Figure 15.4. The proposed pipelines will range from 12 inches to 42 inches in diameter.

15.2.2 Proposed Combined Sewer System

The stormwater runoff within the western watershed is proposed to be collected and conveyed by a proposed combined sewer system to be constructed by the Developer and discharging to the existing combined sewer facilities in Illinois Street and 23rd Street.

The existing combined sewer pipeline in 23rd Street is scheduled to be replaced as part of the SFDPW Contract 2710J Various Locations No. 28 Pavement Renovation and Sewer Replacement Project. The PUC has confirmed the proposed pipeline replacement has adequate capacity for the Project's sanitary sewer and stormwater flows planned to connect to this facility.

There is a small portion of this western watershed at the north end of Georgia Street that will connect to the combined sewer system in 22nd Street proposed to be constructed by Pier 70.

The proposed combined sewer system pipelines will range from 12 inches to 18 inches in diameter.

The proposed storm drain systems will be designed to maintain the required clearances to adjacent utility systems and street improvements. The utility clearances for each street segment are depicted on Figure 10.2. The proposed watershed limits that comprise the Project are depicted on Figure 15.2. The proposed storm drain systems are depicted on Figure 15.3. Table 15.2 outlines the acreages of the proposed watersheds.

Table 15.3 Proposed Watershed Areas – Combined Sewer Areas

Point of Connection	Drainage Areas (Acres)
22nd Street	0.49
Humboldt at Illinois Street	4.33
23rd at Illinois Street	3.95
Total Combined Sewer Areas	**8.77**

Table 15.4 Proposed Watershed Areas – Separated Storm Drain Areas

Point of Connection	Drainage Area (Acres)
Proposed Bay Outfalls	20.25
Overland Flow	0.00
Total to San Francisco Bay	**20.25**

15.3 Design Standards

The proposed storm drain systems will be designed in accordance with the Subdivision Guidelines, including the following items:

- Baseline Hydraulic Design Storm – the baseline design storm for new pipelines systems is the 5-year, 3-hour rainfall event as per the Subdivision Regulations.
- Baseline Design Tail Water Elevations – the baseline tail water elevation for infrastructure draining to San Francisco Bay is 7.8 as per the Subdivision Regulations.
- Design Freeboard – the Subdivision Regulations require that the hydraulic grade line in pipe systems generally be four feet below the ground surface and no less than two feet.
- Overland Release Design Storm – the Subdivision Regulations require overland release provisions for extremely large storm events that exceed the capacity of the storm drain system. The design storm for this scenario is the 100-year, 3-hour event.
- Overland Release Tail Water Elevations – the baseline tail water elevation for the overland release analysis is the BFE plus 24-inches of sea level rise.

Additional modeling for the 100-year design storm will be completed with a tidal elevation equal to the BFE plus 24 inches of sea level rise, consistent with SFPUC standards and as requested per subdivision regulations.

15.4 The Stack and Unit 3

The Stack is proposed to be preserved and Unit 3 may be preserved; both structures may potentially be adaptively reused. The existing elevation of Unit 3 and Stack is approximately 14. The areas surrounding Unit 3 and Stack will need to conform to this lower elevation with either slopes or retaining walls. The private separated storm drain system of this localized low point will be designed to address sea level rise in excess of 24 inches, including a pump station and tidal backflow protection measures. The pump station will be designed to convey flows up to the 100-year storm event. This pump will be privately owned and maintained and is estimated to require a 1,000 gpm capacity with no storage. If storage is provided, the pump requirements could be reduced significantly.

15.5 Phases for Storm Drain System Construction

The Developer will design and install the new combined sewer system and separated storm drain system based on the Project Phasing Plan and as needed to facilitate each specific proposed Development Phase. The amount and location of the proposed storm drain facilities installed will be the minimum necessary to support the Development Phase. Phase 1 will include the design and construction of the separated storm drain outfall to the Bay. Each Development Phase will connect to the existing system as close to the limit of the Development Phase as possible while maintaining the integrity of the existing system for the remainder of the Project. Repairs and / or replacement of the existing facilities necessary to support the proposed Development Phase will be designed and constructed by the Developer. Interim storm drain systems will be constructed and maintained by the Developer as necessary to maintain existing storm drain facilities impacted by proposed Development Phases.

The City will be responsible for the new combined sewer system and separated storm drain system once construction of the Development Phase or new storm drain system is complete and accepted by the City. The Developer will own and maintain interim facilities, as required, until completion of final permanent facilities, as defined in this Infrastructure Plan.

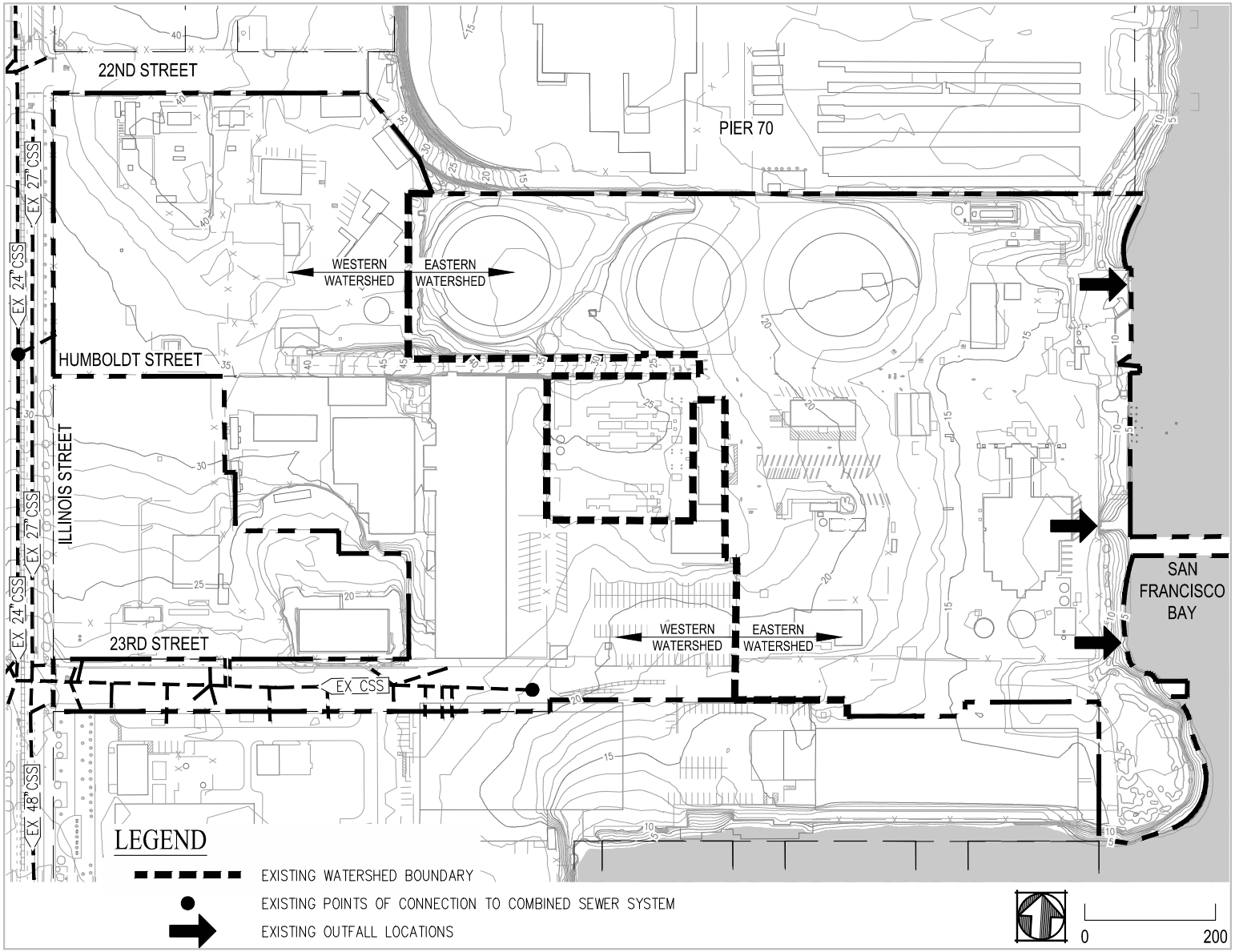


Figure 15.1 Existing Watersheds

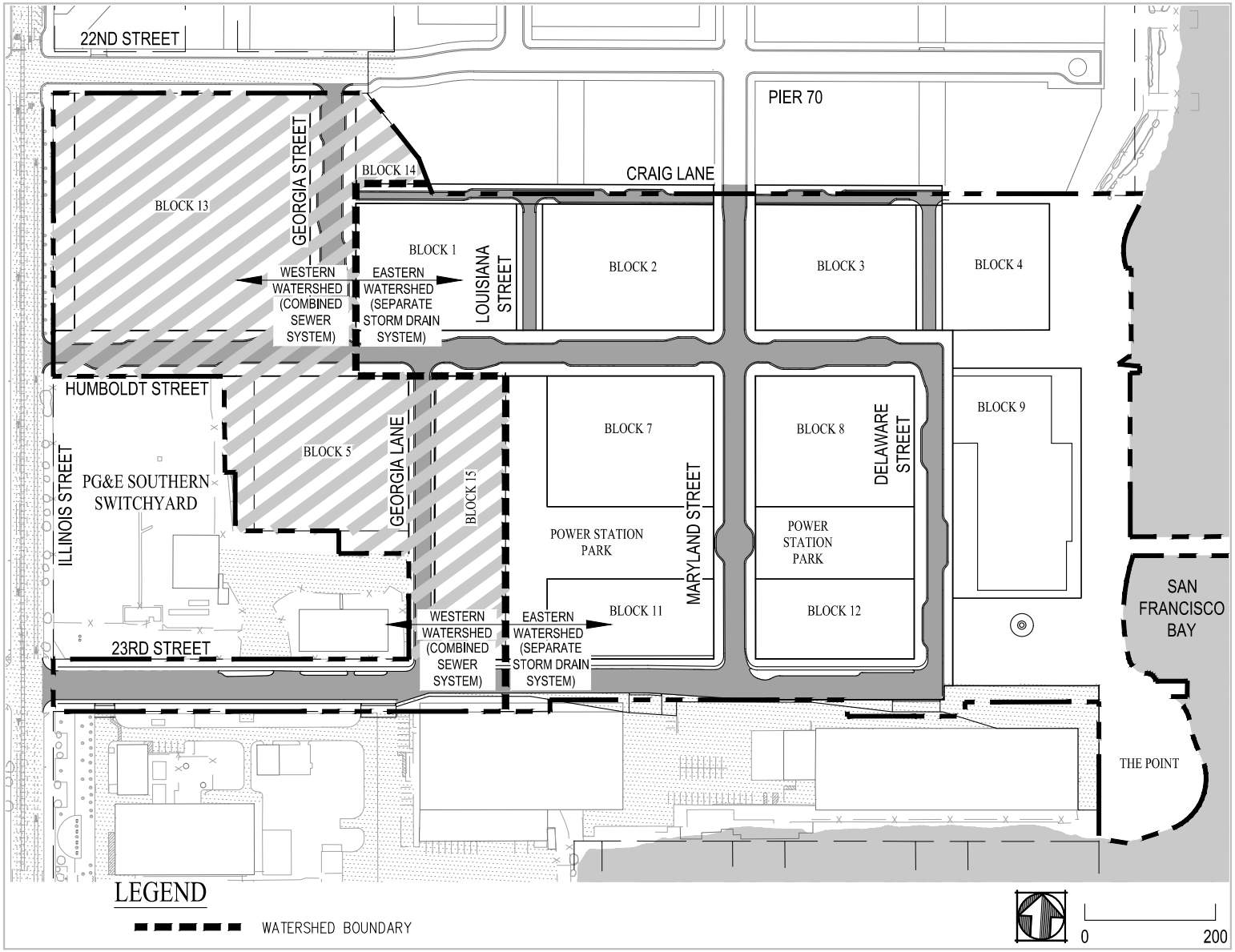


Figure 15.2 Proposed Watersheds

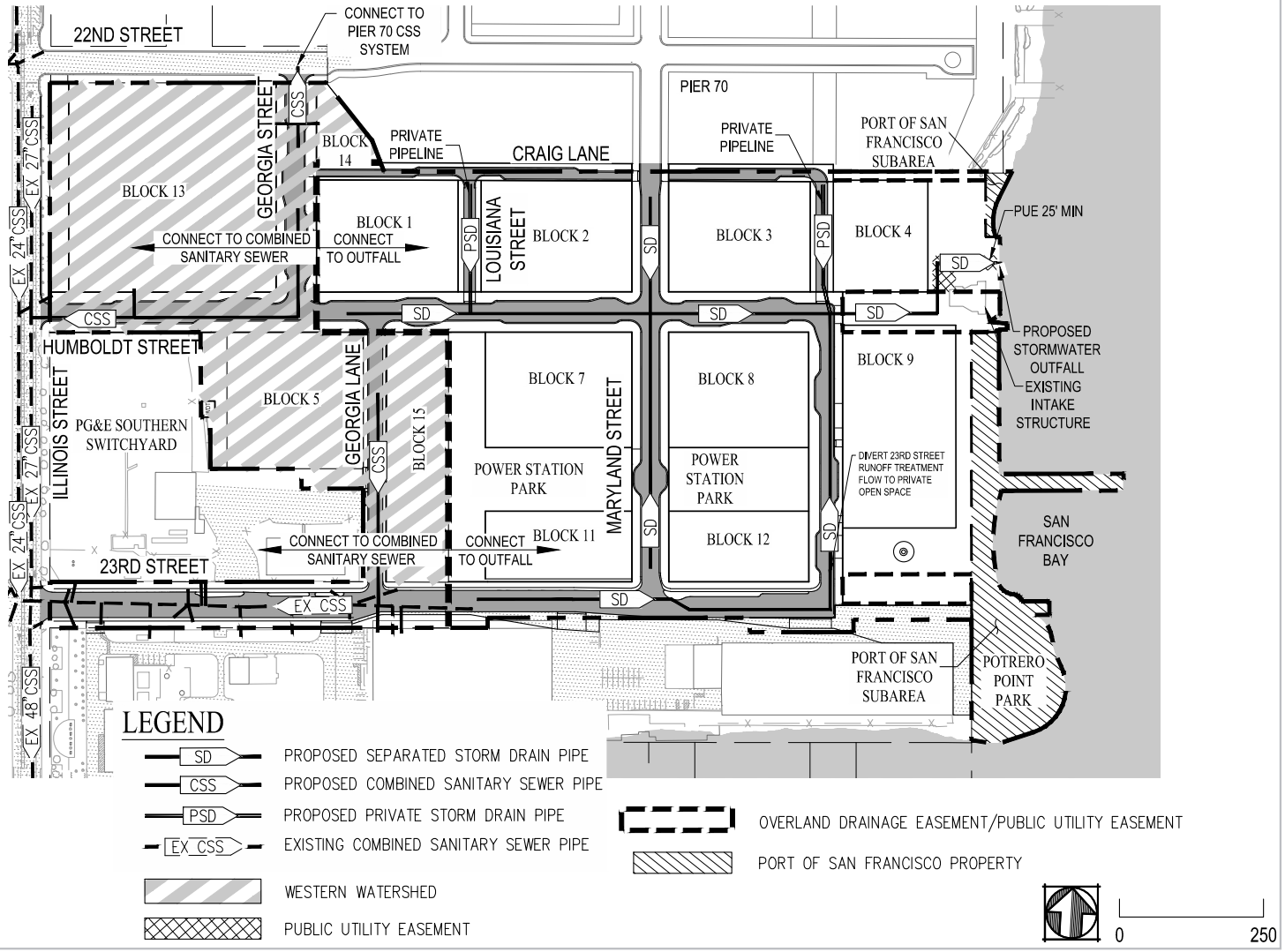


Figure 15.3 Proposed Storm Drain Systems

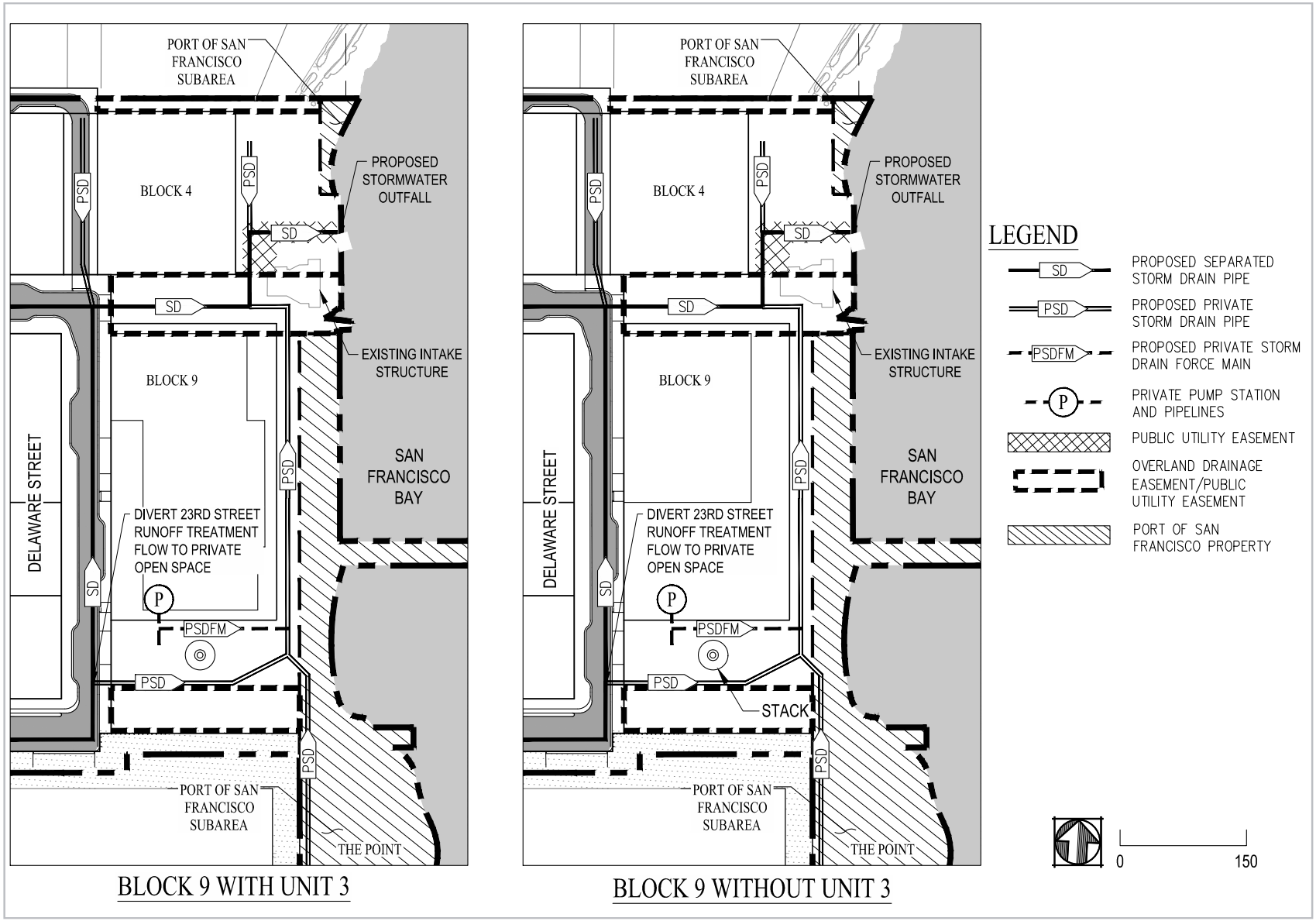


Figure 15.3 Proposed Storm Drain Systems

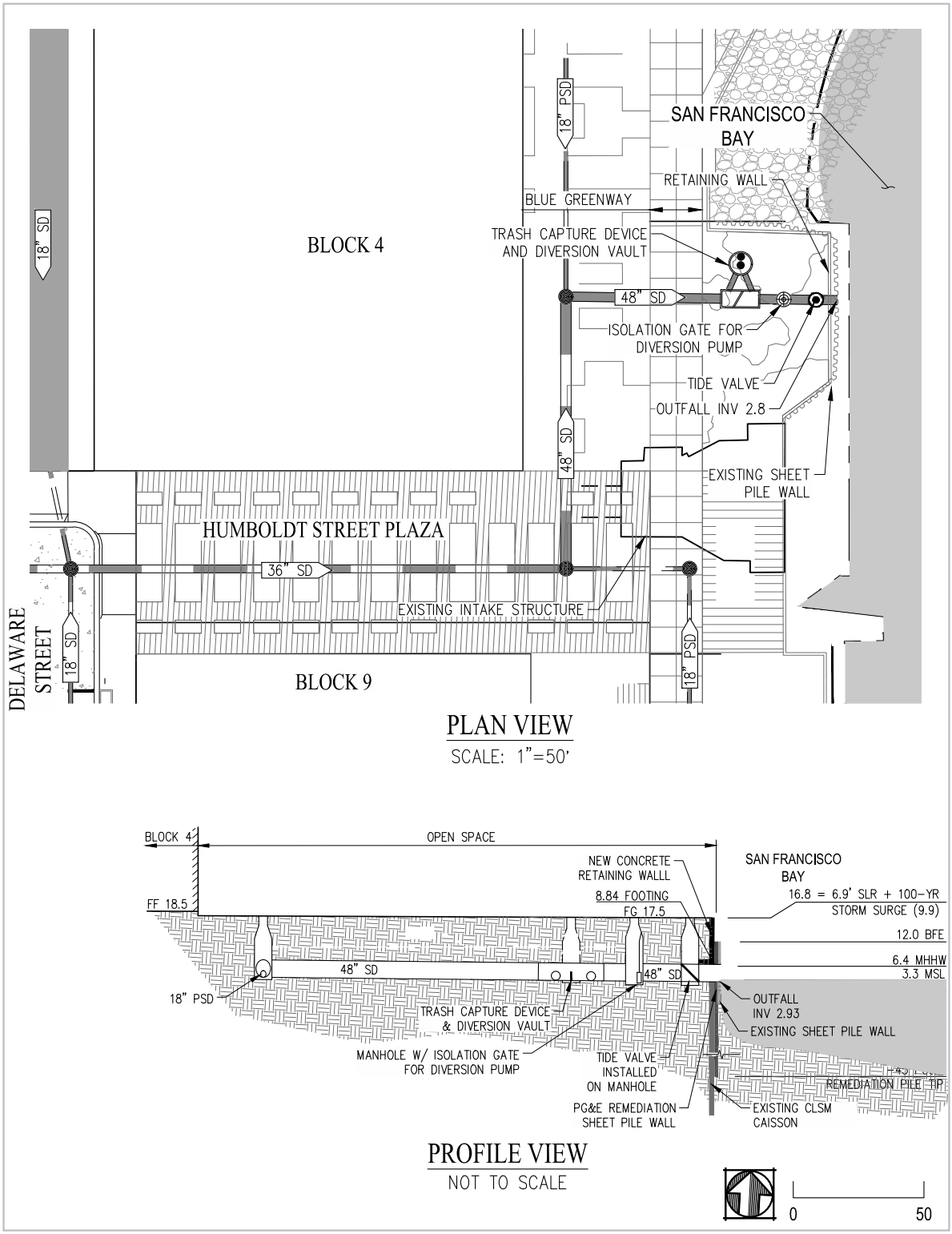


Figure 15.4 Conceptual Outfall

16 STORMWATER MANAGEMENT

16.1 Existing Stormwater Management Controls

The existing storm drain infrastructure within the Project does not include any best management practices (BMP) to manage or treat stormwater runoff. The existing site conditions are effectively 100% impervious surfaces comprised of pavement and roof areas.

16.2 Proposed Stormwater Management System

The required Stormwater Management for compliance with the City of San Francisco Storm Water Management Requirements ("SMR") will vary for the portions of the Project that are connected to the combined sewer system as compared to those connected to the separated storm drain system. Where Development Blocks or roadways / open space are connected to the combined sewer system, the Project will reduce the rate and volume of stormwater runoff based on the thresholds defined in the SMR. Modified compliance may be allowed for projects in the combined sewer system with proven site constraints upon SFPUC approval. Where the Development Block or roadway / open space connect to the separated storm drain system, the Project will treat the stormwater runoff per the SMR.

The Project will be designed to integrate Low Impact Development ("LID") elements with stormwater treatment BMPs to achieve compliance with the SMR. LID elements will include reducing stormwater runoff from impervious surfaces by integrating landscaping, permeable surfaces, rainwater harvesting and Living Roofs. Stormwater treatment BMPs include primarily plant based BMPs, such as bioretention areas, rain gardens, flow-through planters and Living Roofs. Infiltration BMPs may be also considered, but it is anticipated that the low infiltrating soils and documented underlying environmental contamination will challenge the feasibility of permeable pavements and other infiltration BMPs being used as a stormwater BMP. The stormwater treatment BMPs will treat, reuse or infiltrate stormwater runoff prior to discharging to the Bay or downstream combined sewer system. See Figure 16.2 depicting the conceptual locations and general ownership of the stormwater management system. The actual locations of the green infrastructure and stormwater management system will be approved through the Stormwater Management Master Plan, the Street Improvement Permit and Stormwater Control Plan review and approval process.

Stormwater treatment BMPs will be designed to accommodate sea level rise based on the Project BFE. BMPs will be designed using identical design criteria as the storm drain system conveyance analysis (i.e. 5-year LOS, BFE and SLR tail water) such that the hydraulic grade line (HGL) is at or below the BMP aggregate base section. If hydraulic modeling does not meet HGL requirements, the Project shall identify each BMP with the modeled duration of inundation for SFPUC review and approval.

Any standard or non-standard paving materials used to comply with the SMR, such as permeable paving (sidewalk, roadway or open space) shall be maintained by the Project Master Association. The City or acquiring agency will not maintain permeable paving used to achieve SMR compliance.

The following describes the performance requirements for the stormwater management system within each of the storm drain systems.

16.2.1 Stormwater Management in Separate Storm Drain System Areas

The Project exceeds the threshold of more than 50% impervious in the existing condition and considered a Large Project. The stormwater runoff from impervious surfaces will be directed to appropriate stormwater treatment BMPs prior to entering the public separated storm system, providing enhanced runoff quality prior to discharge to the Bay. The treatment BMPs will be designed to manage 90-percent of the 24-hour storm.

16.2.1.1 Development Blocks

Each Development Block will be responsible for achieving compliance with the SMR independently. The Development Parcels are generally directly adjacent to public and private streets with limited options to treat the stormwater runoff. The buildings and spaces within each Development Block will consider site design measures to reduce runoff, such as rainwater harvesting, Living Roofs and permeable surfaces. The anticipated locations of Living Roofs are depicted on Figure 16.2. Stormwater runoff from the impervious areas within the Development Blocks that are not treated by a site design measure will be treated by stormwater treatment BMPs. The treatment BMPs will be plant based, including bio-retention basins, rain gardens and flow-through planters. The private owner of each Development Block will be responsible for the design, construction and maintenance of the stormwater treatment system to achieve SMR compliance of that respective Development Block.

16.2.1.2 Roadways and Open Space

The roadways and open space areas will be designed with integrated plant based BMPs. These will include bioretention basins, rain gardens and flow-through planters. The treatment BMPs within the public streets will be designed consistent with the City's Green Infrastructure Typical Details. The runoff from the eastern portion of 23rd Street will be conveyed to treatment BMP's located in the Stack

Plaza. This is necessary to avoid conflicts between treatment BMP's and the underground high voltage lines in 23rd Street. The Developer is responsible for the design and construction of the stormwater BMPs within the Roadways and Open Space areas. The City is responsible for maintenance of the stormwater management facilities located in the public right-of-way that only treat public street and sidewalk runoff. The Developer is responsible for maintenance of stormwater treatment facilities that treat a blend of public right-of-way runoff and Development Block runoff.

16.2.2 Stormwater Management in Combined Sewer Areas

The Project is more than 50% impervious in the existing condition within the Combined Sewer Areas. The Project will reduce the runoff rate and volume of stormwater discharging into the combined sewer system relative to the 2-year, 24-hour design storm. The SMRs require that the runoff rate and volume of stormwater within the proposed Combined Sewer Area be reduced by 25%. The SMRs acknowledge that some projects have site conditions that challenge complying with this reduction. Accordingly, the SMR also allows for a Modified Compliance Program ("MCP") for these types of sites with limitations and constraints, such as low soil permeability, high groundwater tables, or limited rainwater harvesting opportunities. Under the MCP, individual projects can apply for a modified performance to reduce volume reduction targets (down to a minimum of 10% reduction in runoff volume) if a proportional additional reduction is made in peak stormwater flow rates (up to a maximum credited reduction of 40%).

16.2.2.1 Development Blocks

The Development Parcels are generally directly adjacent to public and private streets with limited options to reduce the volume of runoff. The Project will submit a modified compliance application for each individual parcel project for review and approval by the SFPUC. Additionally, the project may pursue an "equivalency credit" for stormwater volume reduction associated with the non-potable reuse proposed at the site, for the SFPUC review and approval. The allowance of a volume reduction "equivalency credit" is dependent on the configuration proposed non-potable reuse and stormwater management approach. Additional runoff volume and rate reductions at each development Block will be implemented as needed to achieve compliance with the SMRs. This will include the implementation of additional stormwater BMPs, such as Living Roofs, rainwater harvesting, permeable surfaces, flow-through planters, rain gardens or bioretention basins. The private owner of each development block will be responsible for the maintenance of stormwater management facilities within that Development Block.

16.2.2.1 Roadways

The roadways areas will be designed with integrated plant based BMPs. These will include bioretention basins, rain gardens and flow-through planters. The treatment BMPs within the public streets will be designed consistent with the City's Green Infrastructure Typical Details. The City will be responsible to maintain the stormwater management facilities located within the public right-of-way that treat only public street and sidewalk runoff.

The Development Parcels may increase stormwater management and rainwater harvesting performance to over-comply and apply to the Roadway areas, assuming modified compliance has not been allowed on the parcel project.

16.3 Exempt Areas

The portion of 23rd Street that is existing public right-of-way adjacent to the Project is exempt from and not subject to SMRs. See Figure 16.1 depicting the exempt areas.

16.4 Stormwater Control Plans

The Project will prepare stormwater control plans for SFPUC review and approval.

- Roadways / open space improvement projects will submit preliminary Stormwater Control Plans ("SCP") and final SCPs for approval by the SFPUC prior to SFDPW permit issuance, where Improvement Plans include stormwater BMPs.
- Development Block projects will submit preliminary SCPs for SFPUC approval prior to issuance of site permit. The final SCP will be submitted to SFPUC during the DBI addenda permit process and require SFPUC approval prior to issuance of certificate of final completion.

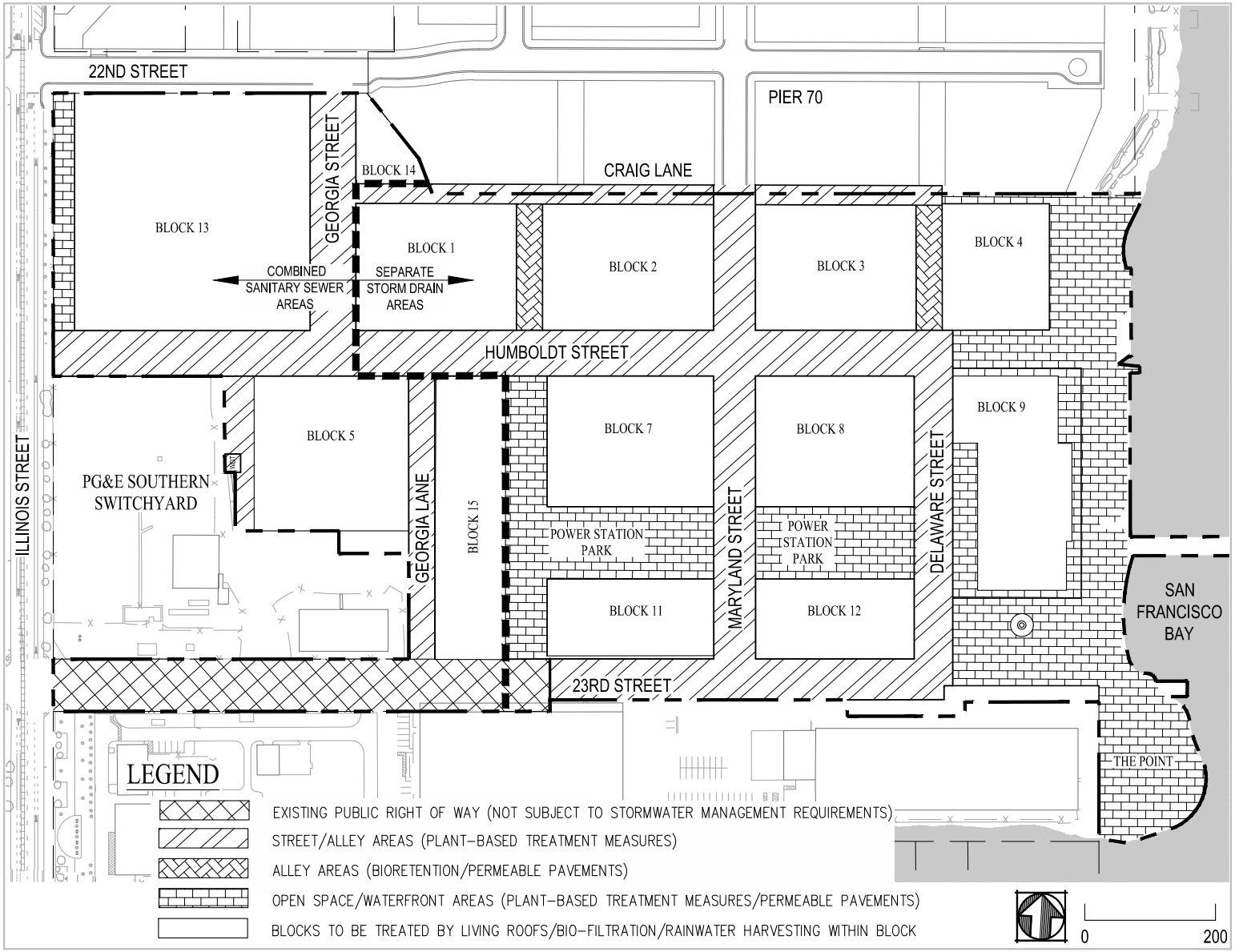


Figure 16.1 Conceptual Stormwater Treatment Controls

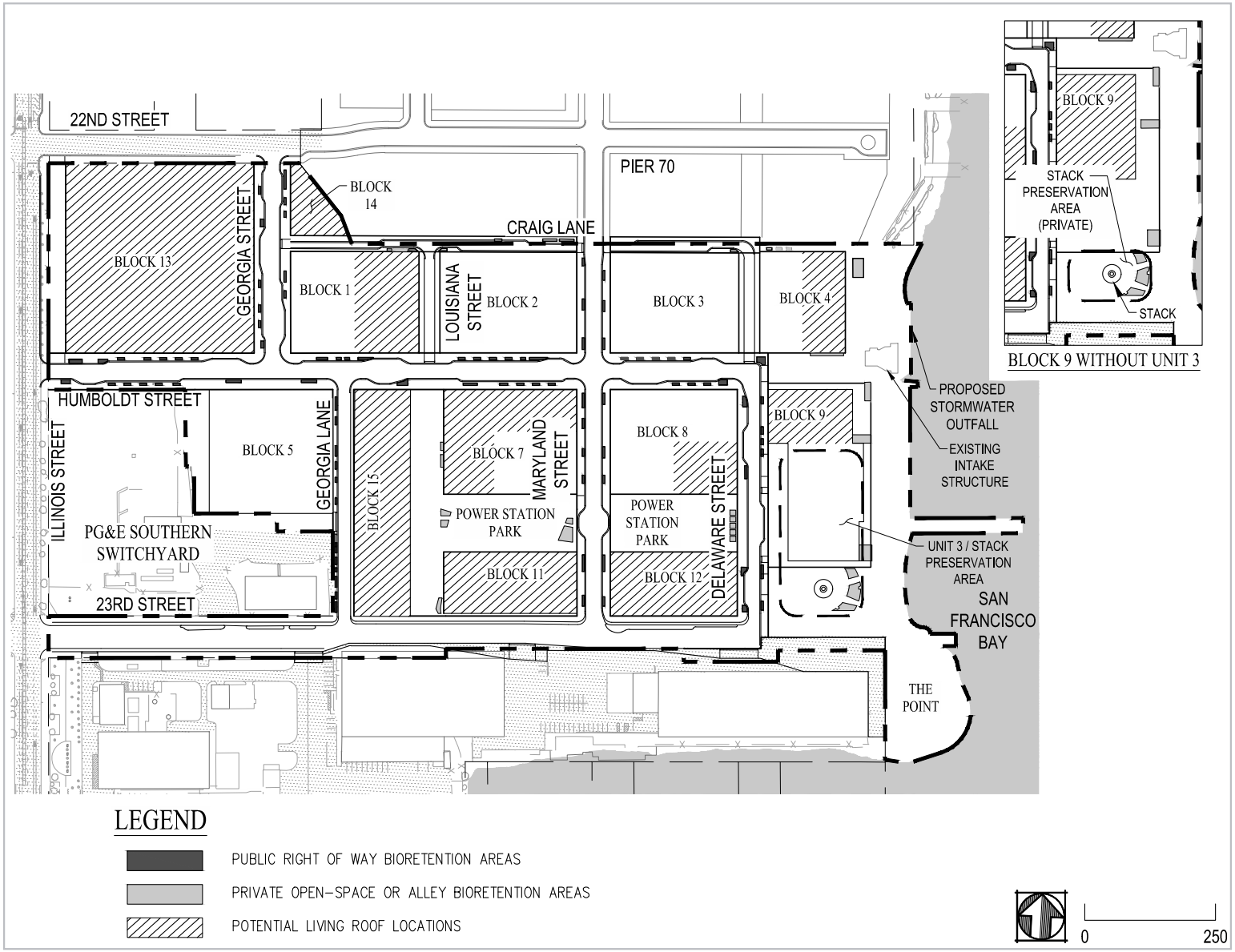


Figure 16.2 Conceptual Stormwater Control Plan

17 DRY UTILITY SYSTEMS

17.1 Existing Dry Utility Systems

17.1.1 Electric

Within the Project area there are existing overhead and underground Pacific Gas and Electric ("PG&E") 12kV distribution systems. The existing 12kV distribution systems are served from the PG&E Substation A. Substation A is located along Illinois Street between 22nd Street and 23rd Street, adjacent to the Project. With the proximity of Substation A to the Project, there are also existing underground electric transmission systems, both 115kV and 230kV, adjacent to and within the Project.

17.1.2 Natural Gas

The site is currently served from existing 2-inch plastic mains in Humboldt Street and 23rd Street. There is also a 24-inch PG&E transmission gas main adjacent to Illinois Street, and along the Block 13 Western Boundary. The existing 24-inch transmission gas main is depicted in Figure 4.2.

17.1.3 Communications

AT&T and Comcast own and operate existing communication facilities in Illinois Street. These facilities are within underground duct banks. There are also existing City of San Francisco Communication Department of Technology Information Services (DTIS) facilities consisting of overhead lines and cables in underground conduits located in Illinois Street adjacent to the Project.

17.2 Proposed Dry Utility Systems

The Developer's infrastructure obligations include the design and construction of the proposed dry utility systems within the Project. These systems will be located in a common, joint trench where feasible. The joint trench system will be public and will include facilities such as electric, natural gas, communications and street lighting facilities. The utility companies will maintain and operate their respective facilities in accordance with their franchise agreements with the City within the future public streets. The natural gas system may be located in a separate trench in order to comply with PG&E's separation requirements from a building. The proposed Joint Trench Layout is depicted on Figure 17.1. The configuration of the joint trench in 23rd Street may need to incorporate alternative layouts or special facilities in order to address the existing high voltage lines in this

corridor and the existing loading docks to remain on the south side of the street. The exact location of the joint trench in 23rd Street will be determined during the detailed design stage of the project.

17.2.1 Electric

The total cumulative peak power demand (design) associated with the Project is approximately 20 MVA. This has been estimated based on typical utility demands for the proposed types of land use and Project climate zone.

The proposed electric distribution system will be installed in the joint trench system. These facilities will be located within the proposed public and private streets providing service to the various uses throughout the Project.

Electric service to the Project could be provided by PG&E or San Francisco Public Utilities Commission Power Enterprise (SFPUC PE). The determination of which entity will supply electricity to the Project will be made through the approval of the Master Electric Utility Plan and other project agreements.

In the case PG&E is the electric provider, PG&E electric service would be delivered to the site at 12kV by connections to existing distribution feeders at the adjacent Substation A. Additional new feeders may be required based on existing service capabilities of the PG&E facilities.

In the case SFPUC PE is the electrical provider, SFPUC PE service may also be provided at 12kV, but would require wholesale interconnections to existing PG&E 12kV facilities or require the construction (at SFPUC PE expense) of a new single or multiple 115kV-12 / 34.5kV transformer bank substation.

Temporary electric service during construction may be provided by PG&E from existing local facilities, or SFPUC PE may provide temporary construction service for the project by developing a PG&E Wholesale Distribution Tariff ("WDT") distribution interconnection at no cost to the project. If necessary, the location of a WDT connection point will be determined in coordination between the Developer and the SFPUC.

The Project location is in proximity to a number of existing electric transmission and distribution facilities. These facilities will be located, potholed and included in all Improvement Plans to assure proper coordination and proper clearances for construction phasing. The existing distribution facilities that bisect the Project and serve uses to the north will be relocated. The relocation of these facilities will be coordinated such that service disrupting will be minimized.

The Project will be responsible for trenching, installing conduit and substructures required to complete a fully operational electric distribution system. The distribution system elements such as switches, transformers and cables, will be provided by the electric provider. The costs associated with the installation of these elements will be pursuant to the applicable CPUC tariffs (for PG&E) or per the Rules and Regulations Governing SFPUC Electric Service, Distribution Line Extensions and Service Line Extensions (for SFPUC PE).

17.2.2 Natural Gas

The total cumulative peak gas demand (design) for the Project is approximately 340 Mcfh. This is based on typical utility demands for specific types of land use and Project climate zone.

The gas distribution system is planned to be an element of a joint trench system. On some streets, in order to provide ten feet of separation between proposed building structures and gas piping systems, gas mains may require to be separated from the joint trench into a gas only trench. The Developer will be responsible for construction of gas mains within the proposed roadway network.

17.2.3 Lighting

The project will install a street lighting system on all streets. The street lights and system within the public streets will be owned and maintained by the SFPUC. The light features and poles within the public streets will be selected from the SFPUC catalogue and be consistent with the SFPUC design standards for spacing, photometrics and installation details. The light systems within the private streets, parks and plazas will be privately owned and maintained by the Project Master Association.

17.2.4 Communications

The communications systems are planned to be an element of a joint trench or common trench system.

AT&T, Comcast and DTIS will provide new service for the proposed Project as participants in the joint trench system. Facilities will be placed in franchised areas. The Project will be responsible for trench cost to accommodate AT&T, Comcast and DTIS, as well as installing conduits and substructures for AT&T and DTIS. Some of the project

AT&T costs may be reimbursable based on applied tariffs. Comcast will provide the placement of their facilities at their own expense.

17.2.5 Renewables

The project will comply with the San Francisco Green Building Code Better Roof requirements, which will include photovoltaic generation on a portion of the roofs providing additional on-site renewable energy resources. The photovoltaic generation on-site will be subject to the power provider's requirements.

Solar photovoltaic arrays could be located on various project rooftops and interconnected with a proposed Project dry utility system to serve the distribution system capable of balancing captive supply and demand resources. The Project will reduce energy losses in transmission and distribution, increasing efficiency of the electric delivery system. The Project will be backed up by the Project Electric System and will not supply all project electrical demand.

17.2.6 All-Electric Building Heating and Cooling

The project may elect to eliminate the use of natural gas for space heating and domestic water use, which would reduce operational greenhouse ("GHG") emissions and limit on-site combustion. During the design of the mechanical system for each building, the feasibility of systems that provide for all-electric space heating and domestic hot water production shall be explored. However, future utility rates and the impact on affordability will be considered as part of the determination of feasibility made by the Project Sponsor for using all-electric systems for building heating and cooling.

17.3 Proposed Dry Utility System Phasing

The Project will design and install the new joint trench system as-needed to facilitate a specific proposed Development Phase, and consistent with the requirements of the Project Phasing Plan. The amount and location of the proposed joint trench installed will be the minimum necessary to support the Development Phase. The new Development Phase will connect to the existing systems as close to the edge of the Development Phase area as possible while maintaining the integrity of the existing system for the remainder of the Project. Repairs and/or replacement of the existing facilities necessary to support the proposed Development Phase will be designed and constructed by the Developer. Temporary joint trench or overhead facilities and poles may be constructed and maintained by the Developer as necessary to maintain service to existing buildings or adjacent properties as necessary.

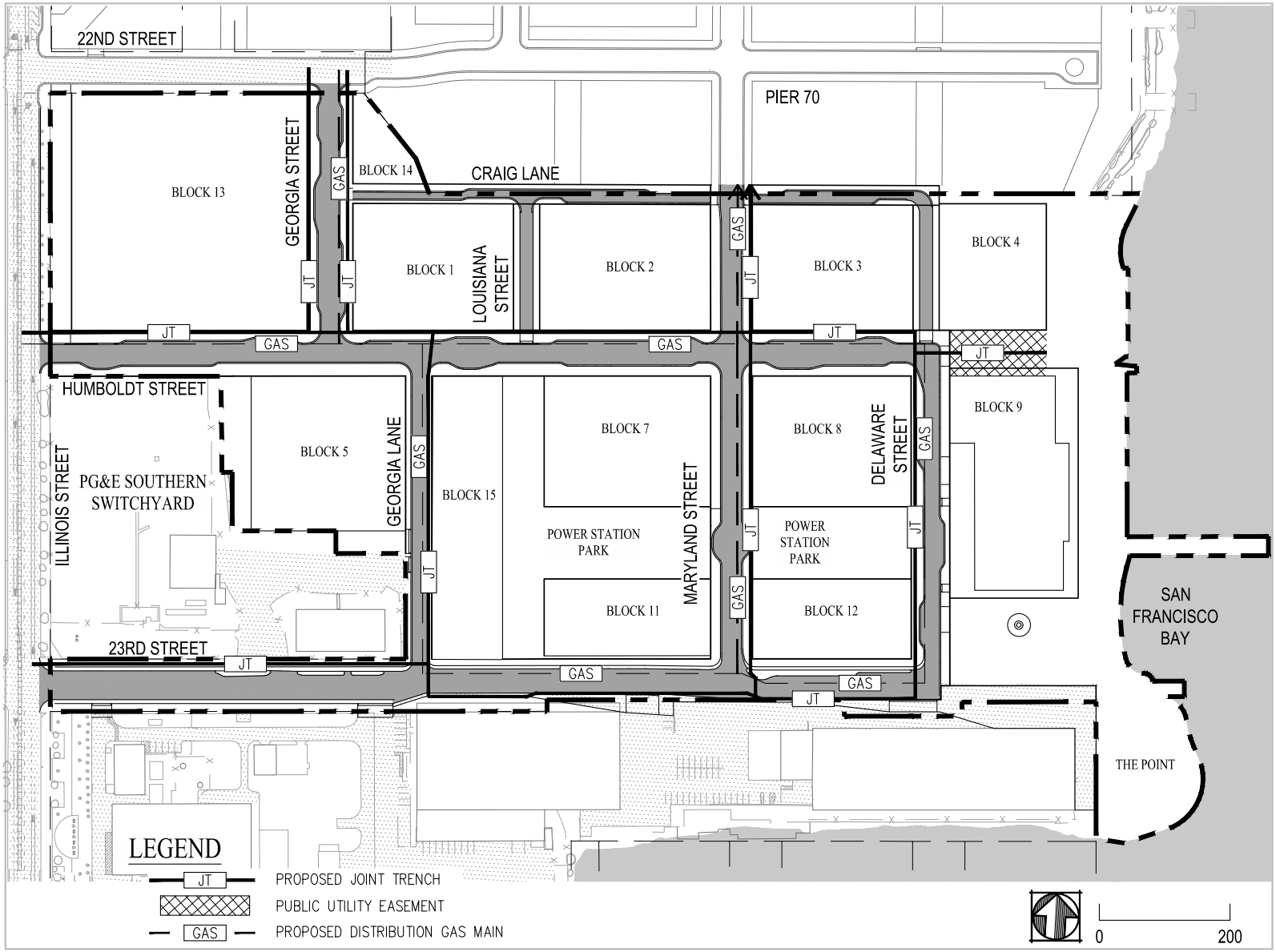


Figure 17.1 Proposed Joint Trench System

18 23RD STREET – PRIVATE STREET SCENARIO

The eastern segment of 23rd Street is currently privately owned. The street is intended to be constructed to public street standards and is proposed to be dedicated as a public street with Department of Public Works approval. Approval and acceptance of this segment of 23rd Street as a public street is subject to extinguishing an existing private PG&E high voltage line easement within this corridor. Accordingly, the potential for this segment of 23rd Street to remain a privately owned and maintained street has been considered. In this private street scenario, the public utility systems planned within this corridor, as described in the previous sections, will be reconfigured to minimize public utility installations within the private portion of 23rd Street. The following is a description of each utility system and the potential reconfigurations that will be considered in the 23rd Street private street scenario.

18.1 Auxiliary Water Supply System (AWSS)

The AWSS pipeline corridor through the project site will provide connections to the pipeline to be constructed by Pier 70 in Maryland Street to the north and to the existing pipeline at the 23rd Street / 3rd Street intersection. An alternative route of the AWSS pipeline through the project site utilizing Humboldt Street and Georgia Lane will eliminate placement of the AWSS pipeline within the 23rd Street private street segment. This alternative route is depicted on Figure 18.1.

The utility configurations and separations within these segments of Humboldt Street and Georgia Lane will be adjusted to accommodate the addition of the AWSS pipeline. This will require placement of pipelines within the curb bulb-outs planned at the pedestrian crossings of Humboldt Street, which are less than 100 feet long. The segments of utilities within these bulb-outs will be installed in a steel sleeve as required by the SFPUC and DPW. The modified utility sections for these segments of Humboldt Street and Georgia Lane are depicted in Figures 18.4.

18.2 Sanitary Sewer System

As described in Section 14, there are two alternatives configurations of the proposed separated sanitary sewer system:

(1) On-Site Pump Station with a force main connecting to the existing combined sewer pipeline within the existing public right of way segment of 23rd Street.

(2) Northern Connection Alternative with gravity flow connecting to the combined sewer system planned to be installed by Pier 70 to the north. This alternative eliminates the on-site pump station and force main in 23rd Street. Refer to Figure 18.3.

For the first alternative in the 23rd Street private street scenario, an alternative route of the sanitary sewer force main through Humboldt Street and Georgia Lane will eliminate placement of the force main within the 23rd Street private street segment. The force main will connect to the new gravity combined sewer pipeline in Georgia Lane just south of Humboldt Street intersection. This alternative route of the sanitary sewer force main is depicted in Figure 18.2.

The utility configurations and separations within these segments of Humboldt Street and Georgia Lane will be adjusted to accommodate the addition of the sanitary sewer force main as previous discussed. The utility sections for these segments of Humboldt Street and Georgia Lane are depicted in Figures 18.4.

18.3 Low Pressure Water

There is an existing low-pressure water pipeline within the private segment of 23rd Street in order to provide service to the adjacent properties to the south. A publicly maintained low pressure water line will be necessary through the 23rd Street private street segment in order to maintain service to adjacent properties and provide redundancy to the systems within the Project. Service laterals to the blocks along the north side of 23rd Street will not be allowed to connect to the existing main within 23rd Street in order to avoid laterals crossing the existing high voltage line.

18.4 Storm Drain System

The high point elevation of 23rd Street within the Project will be positioned at the public / private ownership line. Accordingly, the watershed division will be at this line as well and the private street segment will be entirely within the separated storm drain watershed. A storm drain pipeline will be installed within the private segment of 23rd Street to convey runoff to the public storm drain system planned within Delaware Street to the north, eventually discharging to the Bay via the proposed Project stormwater outfall. The storm drain pipeline within this segment of 23rd Street will be private in the private street scenario.

18.5 Joint Trench System

The configuration of the joint trench in 23rd Street may need to incorporate alternative layouts or special facilities in order to address the existing high voltage lines in this corridor and the existing loading docks to remain on the south side of the street. The exact location of the joint trench in 23rd Street will be determined during the detailed design stage of the project.

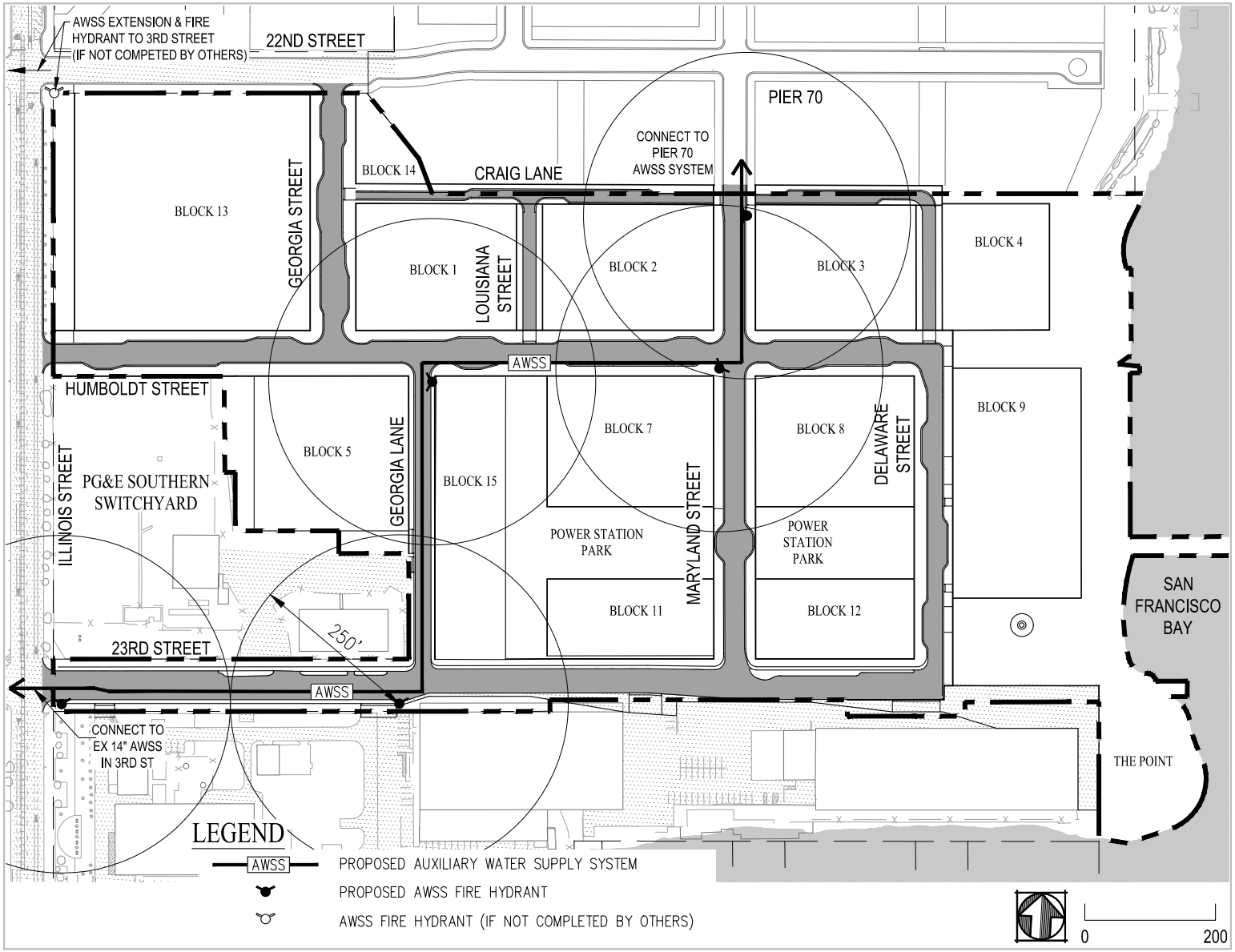


Figure 18.1 Proposed Alternative AWSS System

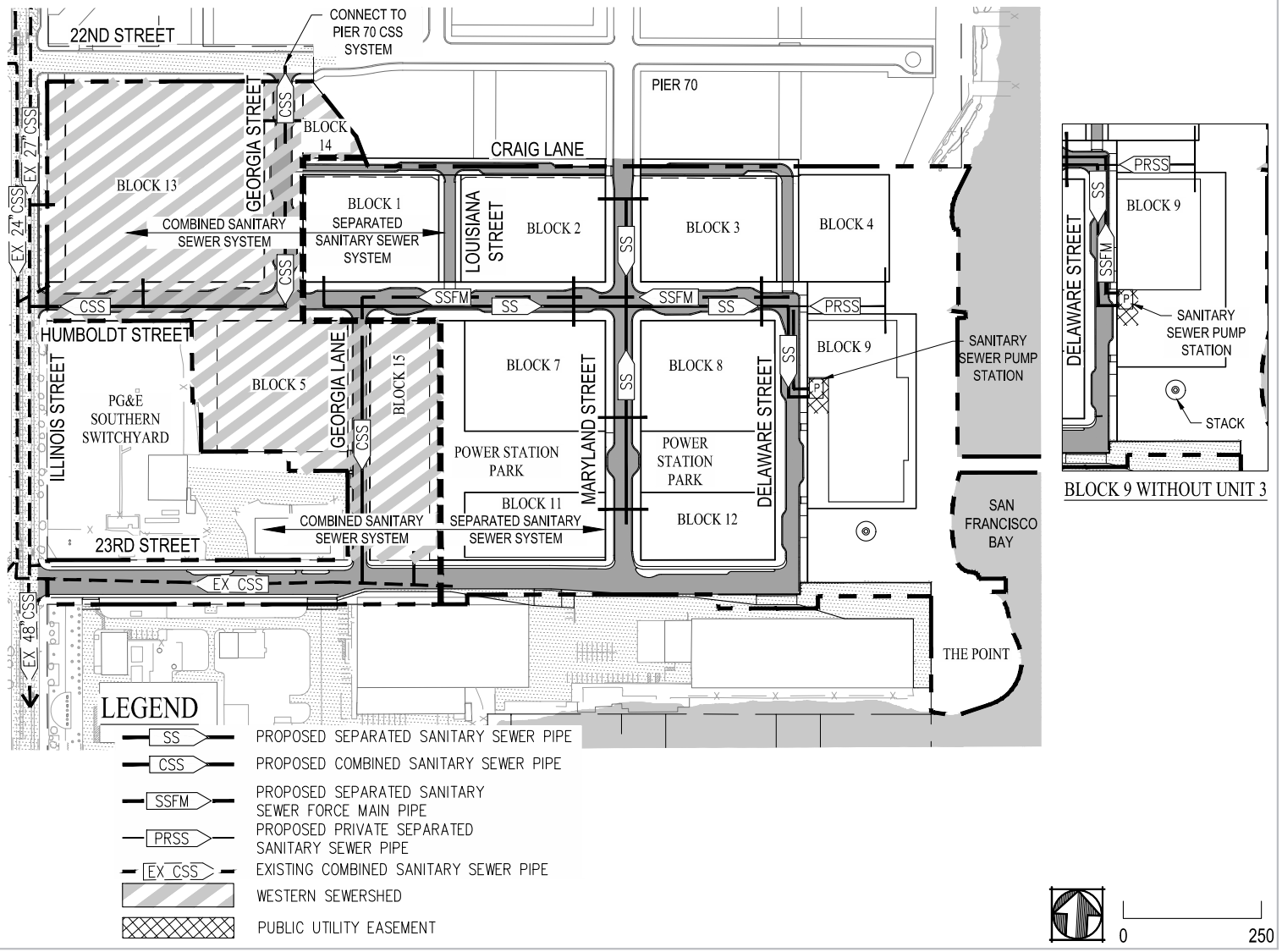


Figure 18.2 Proposed Alternative Combined and Separated Sanitary Sewer Systems

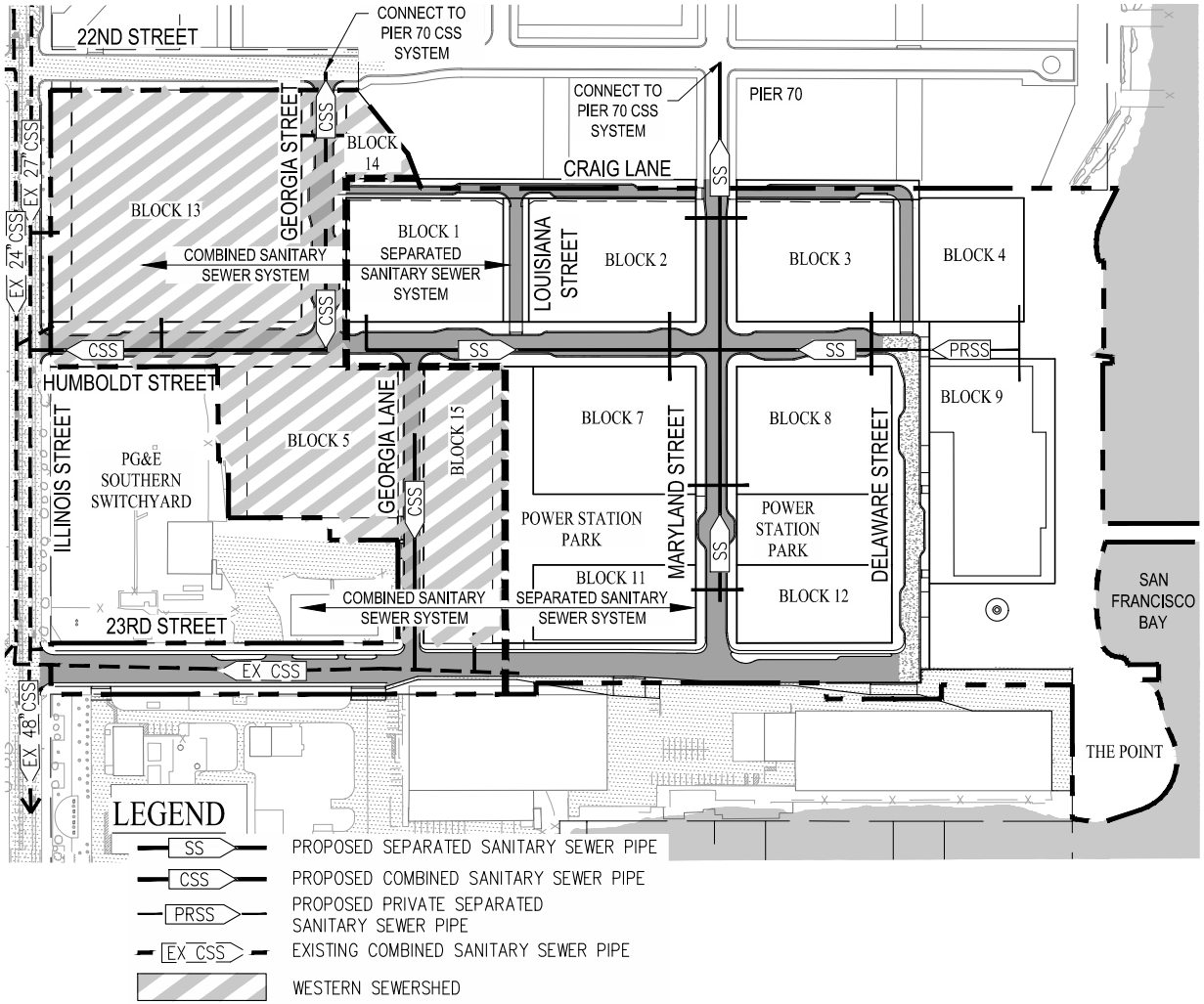


Figure 18.3 Proposed Separated Sanitary Sewer - Northern Connection Alternative

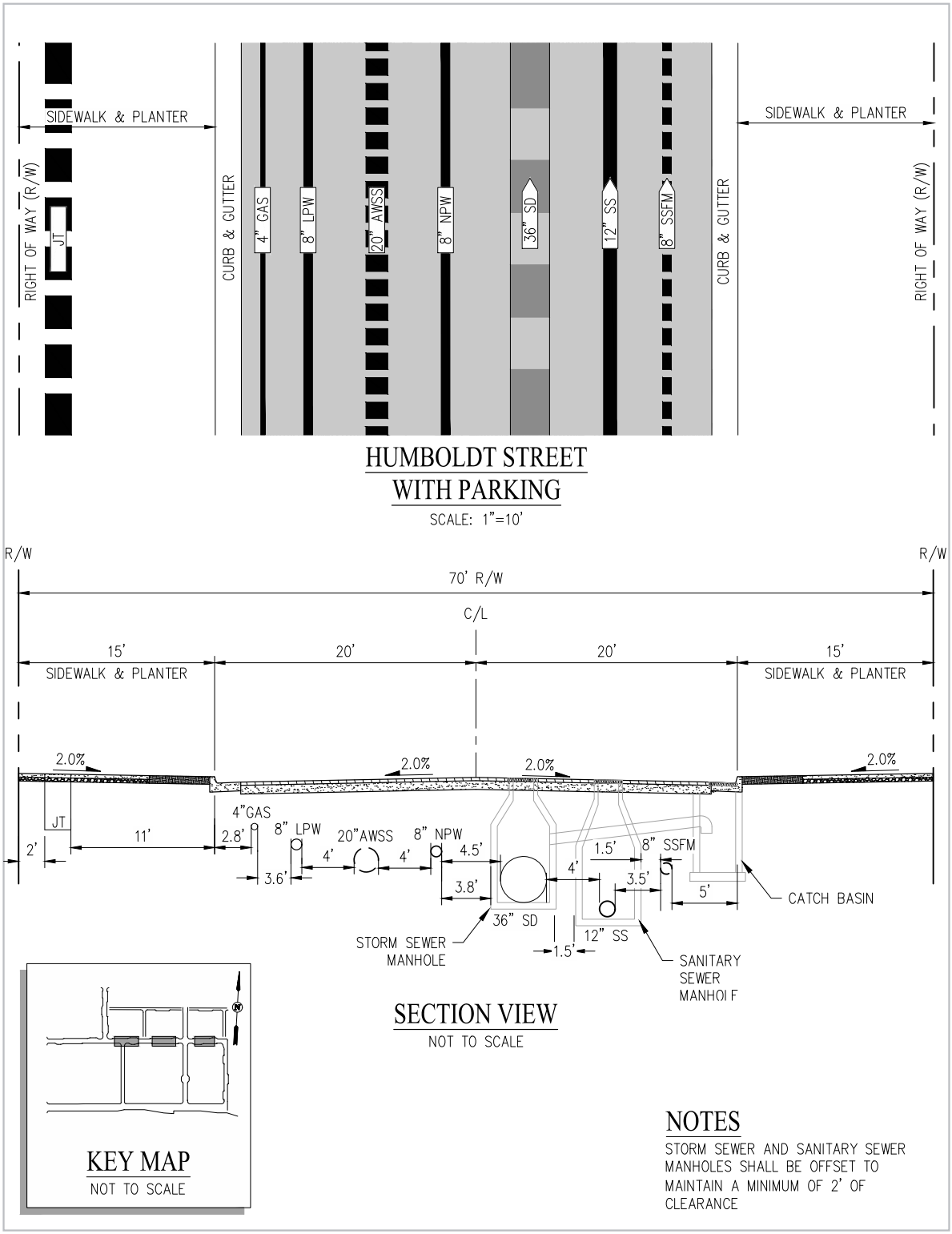


Figure 18.4 Alternative Utility Configurations

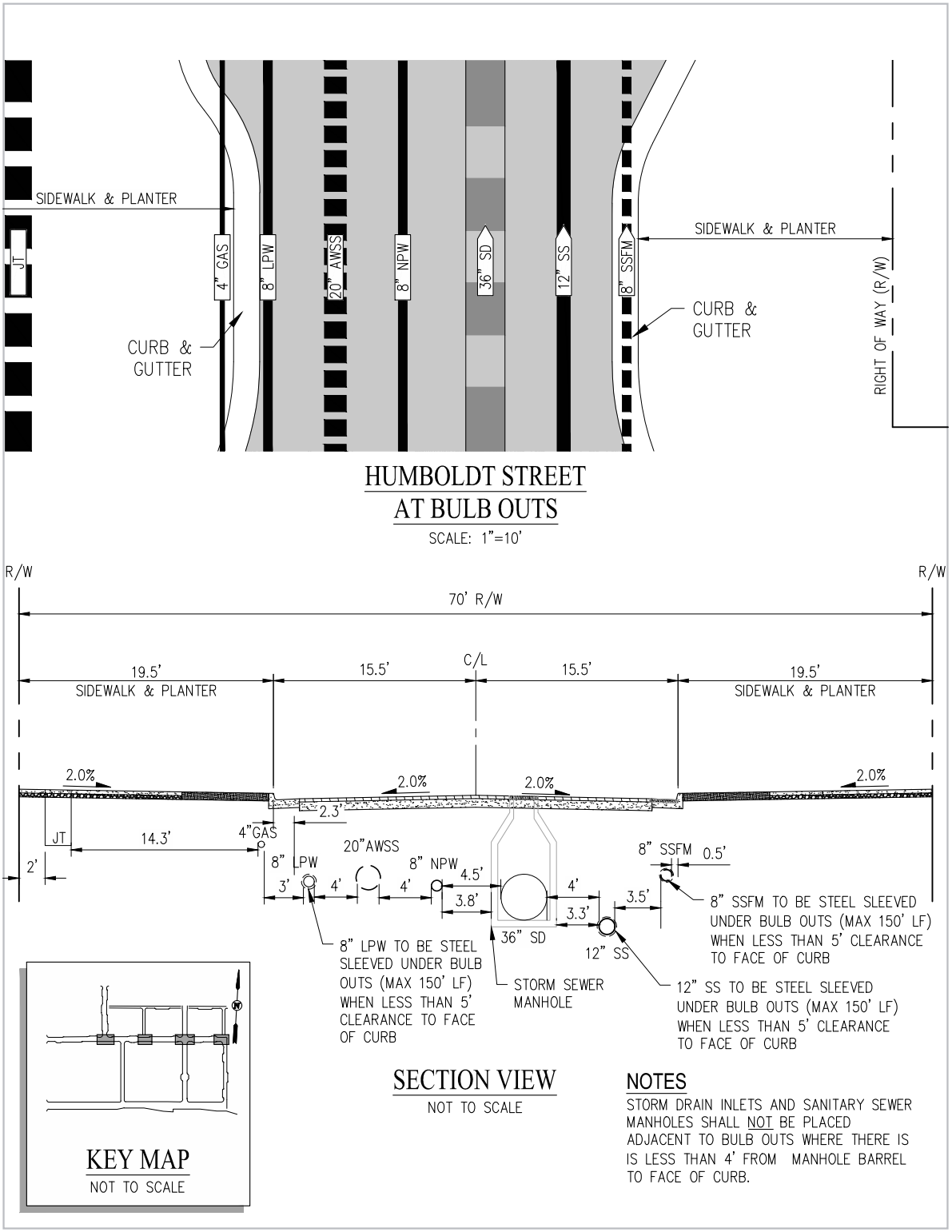


Figure 18.4 Alternative Utility Configurations

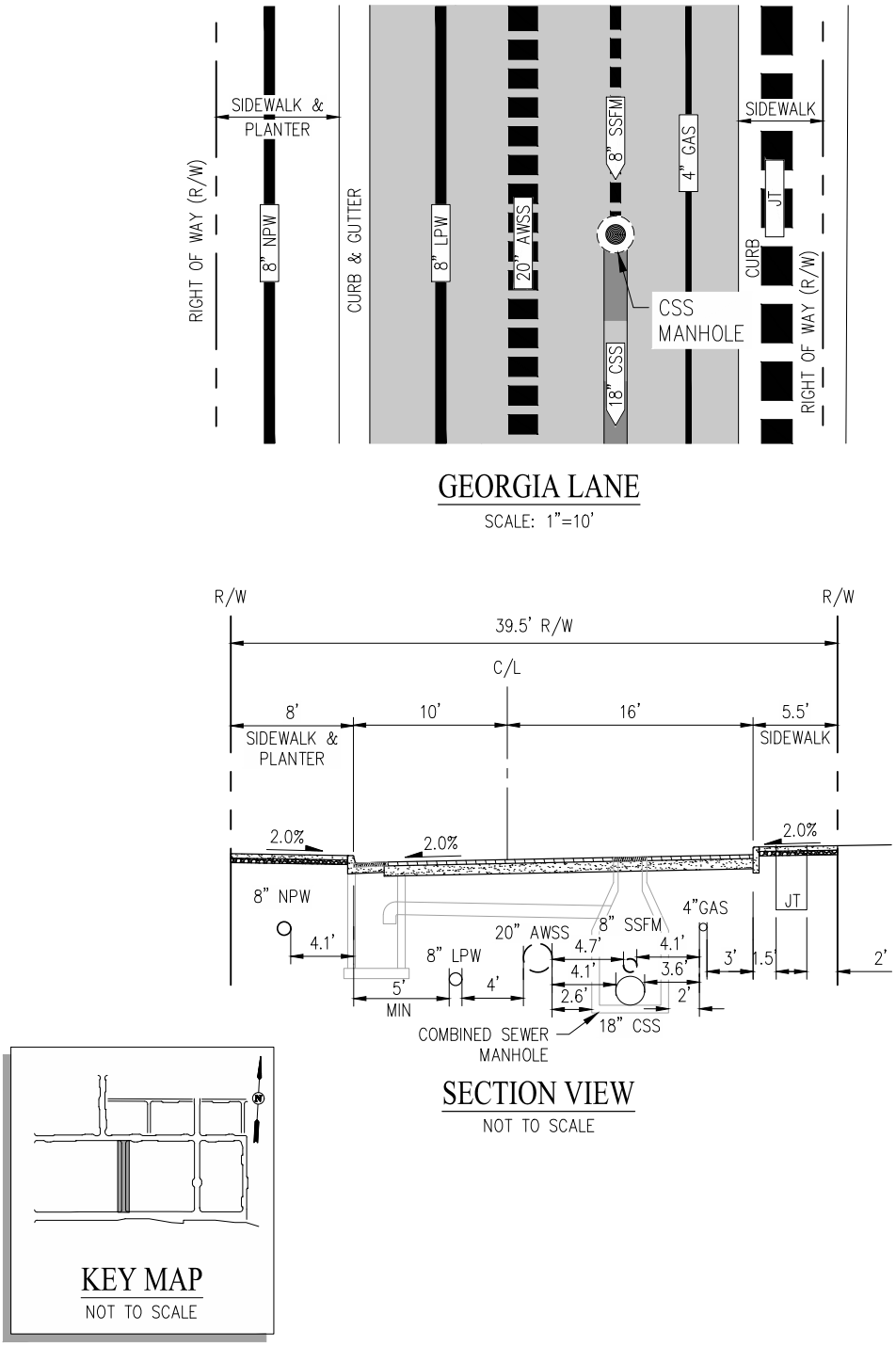


Figure 18.4 Alternative Utility Configurations

19 NO PG&E SUBAREA SCENARIO

This plan includes the redevelopment of the entire PG&E Subarea, such that the planned infrastructure could support the full development program contemplated. However, the PG&E Subarea redevelopment is subject to PG&E's long-range facilities planning. Portions of the PG&E Subarea may or may not ultimately be redeveloped. In the scenario that the PG&E Subarea is not redeveloped, the majority of the planned infrastructure within the PG&E subarea will not be constructed. The modifications to the planned infrastructure are further described below and depicted on Figure 19.1.

The western extent of Humboldt Street and utilities, except low pressure water, will be terminated at the western boundary of the Power Station Subarea with a turnaround that is compliant with the SFFD Fire Code. The sidewalk adjacent to the turnaround will be reduced to 6-feet. The western extent of Craig Lane will terminate at the intersection with Louisiana Street. A private driveway will be provided from this intersection to the loading dock planned on the north side of Block 1.

The low pressure water may be extended through the PG&E Subarea with Phase 1 in order to provide a redundant point of connection. This pipeline would be installed within the existing water line easement that is in favor of the Power Station Subarea, as depicted on Figure 19.1.

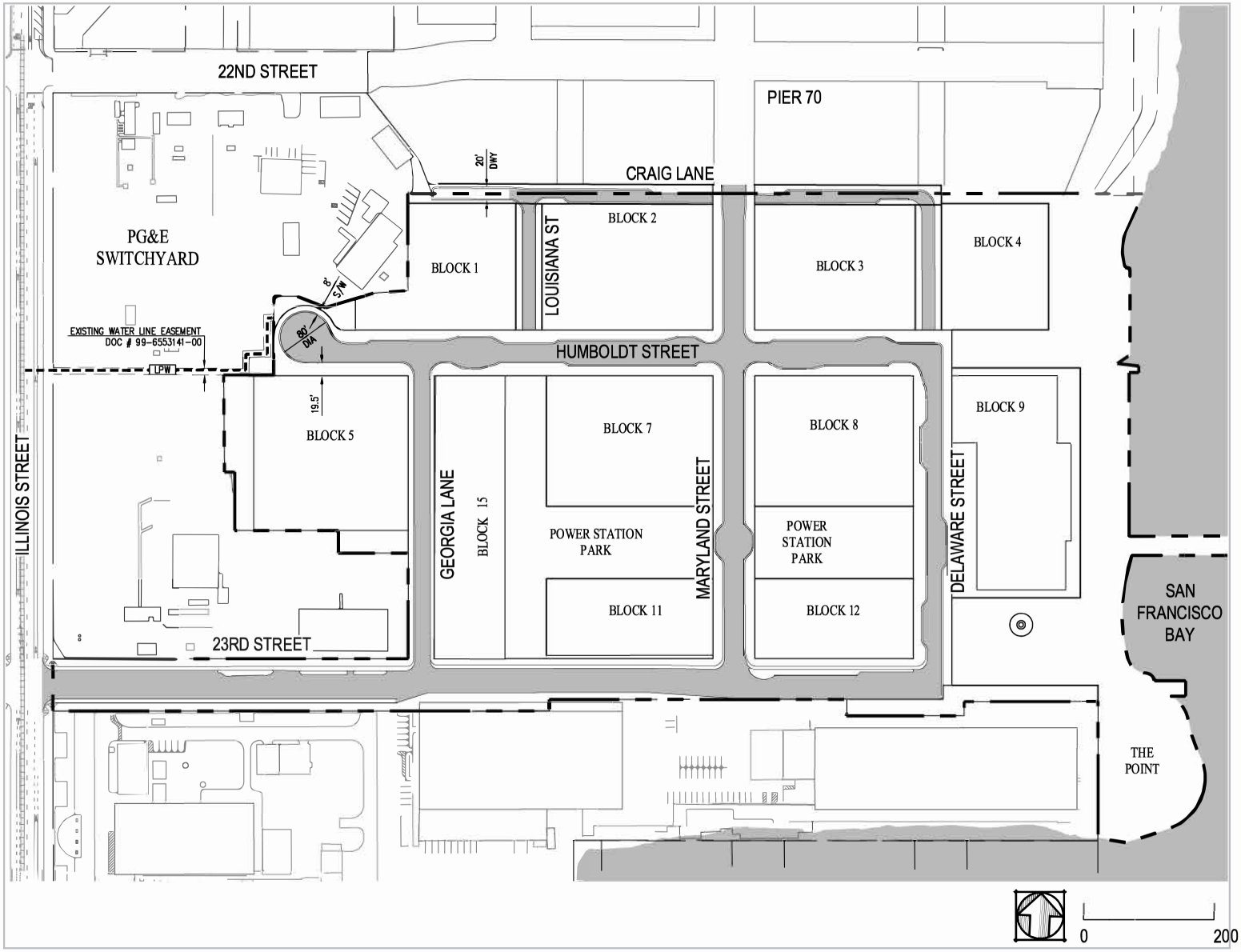


Figure 19.1 No PG&E Subarea Scenario

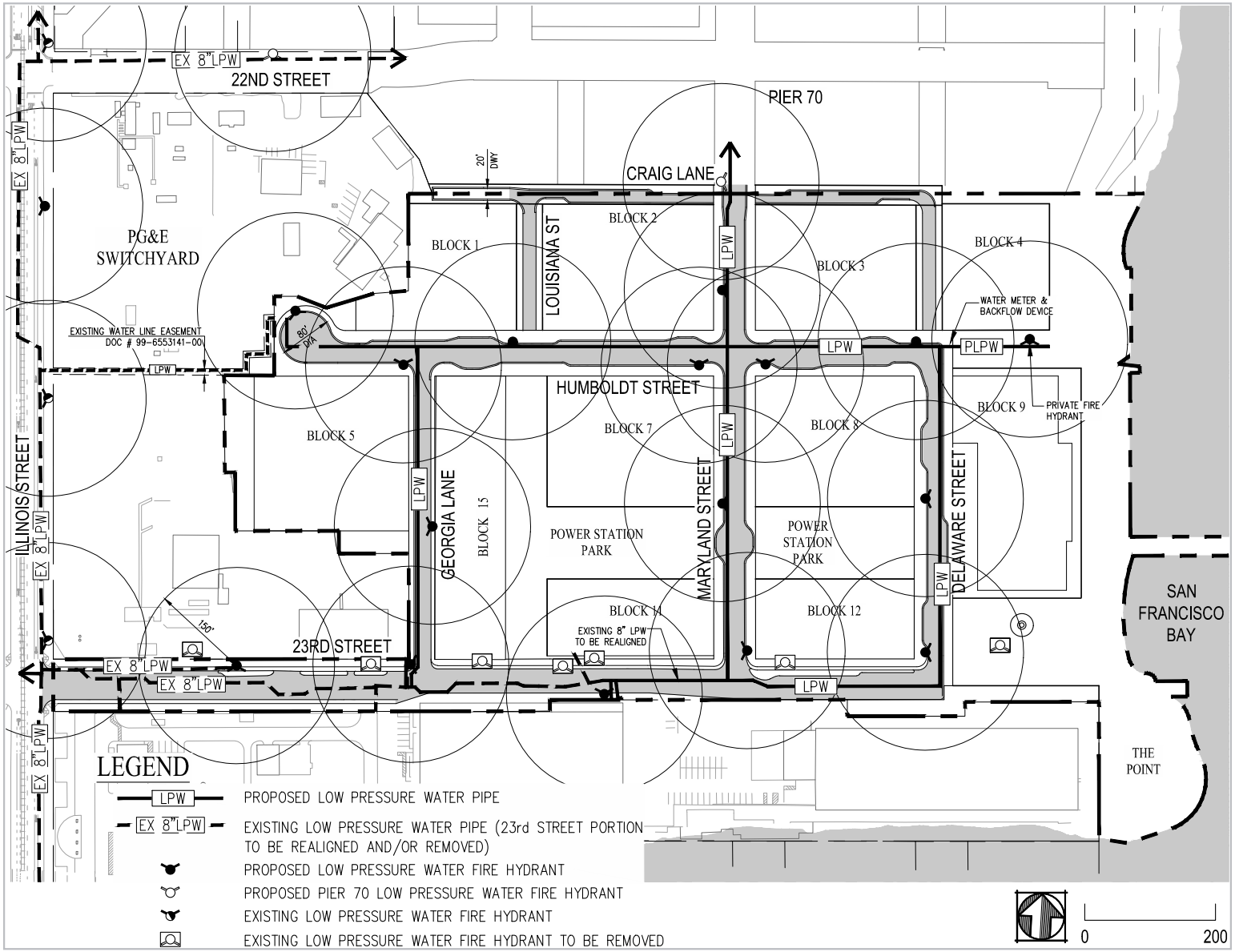


Figure 19.2 No PG&E Subarea Scenario – Proposed Fire Hydrant Locations

Exhibit H
Intentionally Omitted

Exhibit I
Transportation Plan

Exhibit I
Transportation Plan

I. TRANSPORTATION SUSTAINABILITY FEE

Payment by Developer. Developer shall pay to SFMTA the "**Transportation Sustainability Fee**" in accordance with Planning Code section 411A and Section 5.8 of the Development Agreement, subject to any annual escalation permitted by the Section 5.8.2 of the Development Agreement, that SFMTA will use and allocate in accordance with Section I.B below. The Transportation Sustainability Fee must meet all requirements of, and will be payable on all Buildings in accordance with Planning Code sections 411A.1-411A.8 and the Development Agreement. Initially capitalized and other terms not listed below are defined in the Development Agreement. All references to the Development Agreement include this Transportion Program.

Accounting and Use of Transportation Sustainability Fee by SFMTA. Planning Code section 411A.7 will apply except as follows: The Treasurer will account for all Transportation Sustainability Fees paid for each Building in the Project (the "**Total Fee Amount**"). SFMTA will use an amount equal to or greater than the Total Fee Amount to pay for uses permitted by the TSF Fund under Planning Code section 411A.7 (including SFMTA and other agencies' costs to design, permit, construct, and install a series of transportation improvements) in the area surrounding or serving the Project Site (the "**Transportation Improvements**"). SFMTA and other implementing agencies will be responsible for all costs associated with the design, permitting, construction, installation, maintenance, and operation of the Transportation Improvements above the Total Fee Amount. Examples of Transportation Improvements that SFMTA may fund with the Total Fee Amount include:

- **Muni Metro East (MME):** Capital costs associated with an expanded facility for on-site storage and operation during facility rebuilding, capacity for expanded bus and LRV fleet, and tracks for storage.

- **Core Capacity Improvements:** Automation of train controls to reduce wait times between trains, and reduce delays.

- **Cesar Chavez Bike Connection:** Improve bicycle and pedestrian circulation in the area known as "the Hairball" – Cesar Chavez Street, Bayshore Boulevard and Potrero Avenue and Highway 101.

- **East-West Bike Connector:** Implementation of a connection across Caltrain tracks, likely between 17th Street and Owens Street, to connect the 4th Street bikeway and the 17th Street bikeway.

- **Bus Overhaul Program:** Mid-life overhauls on the New Flyer fleet of 40-foot and 60-foot motor coaches, and 40-foot and 60-foot trolley coaches to improve vehicle reliability, reduce incidents of breakdowns, and prevent service interruptions and additional costly repairs.

- **Light Rail Vehicles:** Procure LRVs to expand Muni's fleet and to replace LRVs that are nearing the end of their useful life.

- **Pedestrian Improvements:** Create sidewalks where there are none, considering physical feasibility, support of abutting property owners, and impact on utilities. Specific focus should be given to streets in Dogpatch including 23rd Street between Pennsylvania Street and the San Francisco Bay and between Illinois Street, Mariposa Street and Cesar Chavez Street.

- **Traffic Calming Improvements:** Traffic calming measures as warranted in Dogpatch and Potrero Hill. Specific focus should be given to streets including the Indiana and Minnesota corridors in the Dogpatch neighborhood, and the 17th and 18th Street corridors in the Potrero Hill neighborhood, and areas in both neighborhoods impacted by freeway access.

- **18th Street Bridge Safety Enhancements:** Propose conceptual designs to enhance safety on the existing 18th Street overpass over Highway 280.

- **Water Transit:** If service is proposed by the completion of Project buildout that meets the criteria in this section and is aligned with San Francisco's *Guiding Principles for Emerging Mobility Services and Technologies*, then up to $2.5 million for pilot program for expanded network of water transit connections within San Francisco. Funds may be used for operations only, unless the provider is a public transportation agency, in which case funds may be used either for operations or in support of capital needs. To be eligible for these funds, a service must demonstrate alignment with San Francisco's *Guiding Principles for Emerging Mobility Services and Technologies*. The service must also meet the following criteria:

    - Provision of regularly scheduled service, with allowance that the schedule may shift over the course of the pilot period to be responsive to population changes/population needs;

    - Service to multiple locations along San Francisco's northern waterfront and central/southern Bayfronts;

    - Duration of a pilot program is no less than 18 months;

    - Provision to the City of raw data and analysis, developed in accordance with methodology developed by the City, evaluating the success of the pilot program;

    - All trips supported by the funds are available to the public (no private trips); and,

    - The operator must have verifiable experience operating service of a similar scale and with similar operating characteristics and a demonstrated history of compliance with local, state, and federal regulatory requirements.

- **Safe Streets Around Jackson Park:** Transportation-related elements that support safe streets around a renovated Jackson Park, once it is an approved City project. Two-and-a-

half million dollars ($2,500,000.00) will be used to support any of the following improvements, if warranted: street and sidewalk improvements, accessibility improvements, upgraded crosswalks, striping, traffic signals or signage, traffic calming such as speed humps, and/or corner bulbouts.

With respect to the Transportation Improvements, nothing in this Transportation Program will prevent or limit the City's absolute discretion to: (i) conduct environmental review in connection with any future proposal for improvements; (ii) make any modifications or select feasible alternatives to future proposals that the City deems necessary to conform to any applicable laws, including CEQA; (iii) balance benefits against unavoidable significant impacts before taking final action; (iv) determine not to proceed with such future proposals; or (v) obtain any required approvals for the improvements.

II. TDM PLAN

Developer shall implement the Transportation Demand Management Plan (the "**TDM Plan**") attached as TP Schedule 1 and otherwise comply with FEIR Mitigation Measure M-TR-5, attached as TP Schedule 2. Developer shall record the Development Agreement (which includes the TDM Plan) against the Project Site and the provisions of the TDM Plan shall be enforceable though the notice of violation procedures of the Planning Code, except that the Zoning Administrator may impose a penalty of up to Two-Hundred and Fifty Dollars ($250.00) per violation of the TDM Plan. The TDM Plan ensures that vehicle trips associated with the Project will not exceed eighty nine percent (89%) of the vehicle trips that the Project would otherwise generated, as calculated for the Project in the FEIR and the *Technical Memorandum–Potrero Power Station Mixed-Use Development Project Estimation of Project Travel Demand*, April 2018. The TDM measures (the "**TDM Measures**") detailed in the TDM Plan, made in consultation with the relevant agencies, achieves the TDM Plan's modal commitment.

III. SFMTA CONTACT

SFMTA commits to designating a staff person to assist in implementing the transportation related components of the Project, including this Exhibit, the Devlopment Agreement, and the FEIR. This staff person will be a point person for the Developer and the community.

IV. RPP PERMITS

The Project will not be eligible for Residential Parking Permits under San Francisco Transportation Code section 405. Developer has agreed that such restriction will be included in the CC&Rs.

V. SFMTA EMPLOYEE RESTROOM

A subsequent license agreement between the SFMTA and the Project will include provisions related to following:

- Project's obligation to build a restroom pursuant to SFMTA specifications.

- License for SFMTA employees (operators, inspectors, parking control officers, and supervisory staff) to access property to use the restroom.

- SFMTA employee use of the restroom permitted on a 24/7 basis.

- The restroom will be for the exclusive use of SFMTA employees.

- Developer is responsible for maintenance and repair of the restroom.

Developer is responsible for keeping the restroom insured against damage, destruction, and loss.

VI. MUNI BUS SHELTER

- Developer will provide a shelter that meets SFMTA's specifications with regard to overhang, seating, provision of electricity, space for signage/real-time information, accessibility, and other elements.

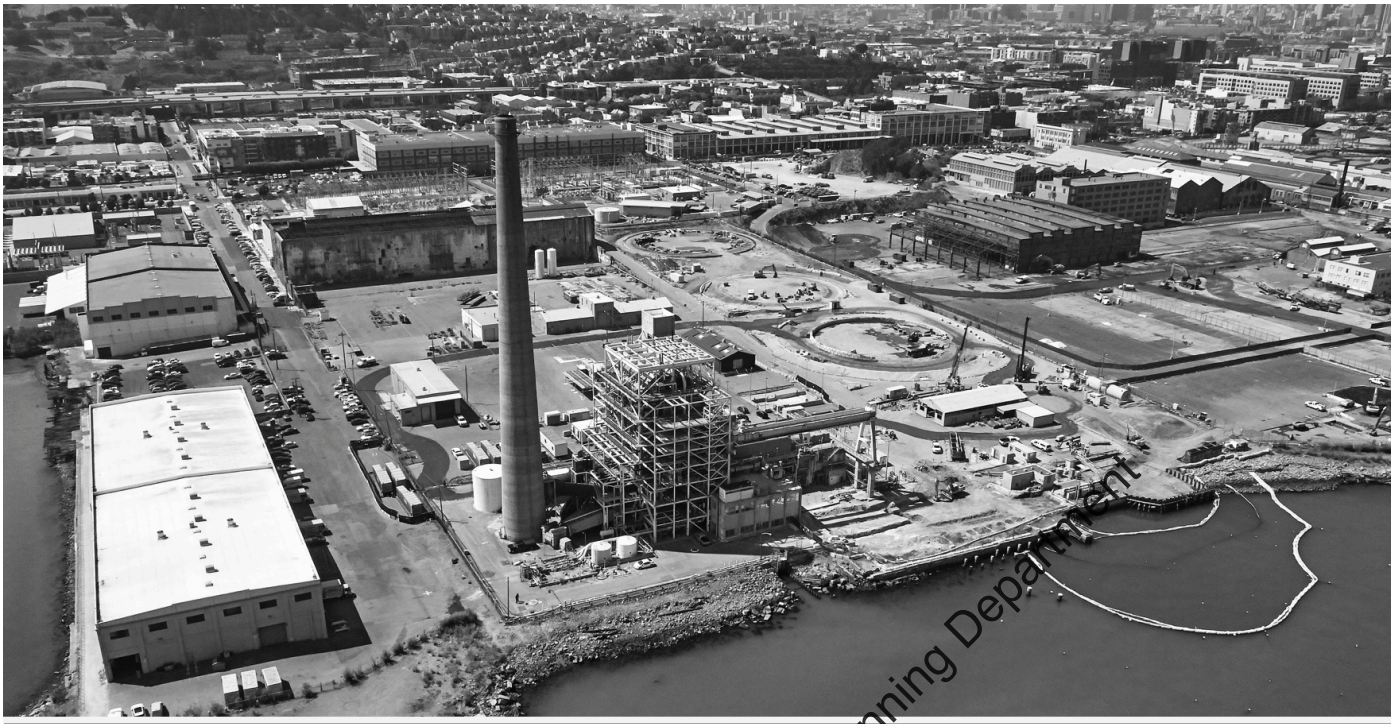
- The SFMTA shall have access to shelter elements to update maps, signage, and other customer-serving information.

- Developer will be responsible for seeking any required encroachment permits for the shelter, with SFMTA's support.

- Non-SFMTA advertising may not be displayed on or within any part of the shelter.

- Developer is responsible for maintenance and repair of the shelter.

Transportation Plan Schedule 1
TDM Plan



POTRERO POWER STATION TDM PLAN

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September 9, 2019

NELSON
NYGAARD

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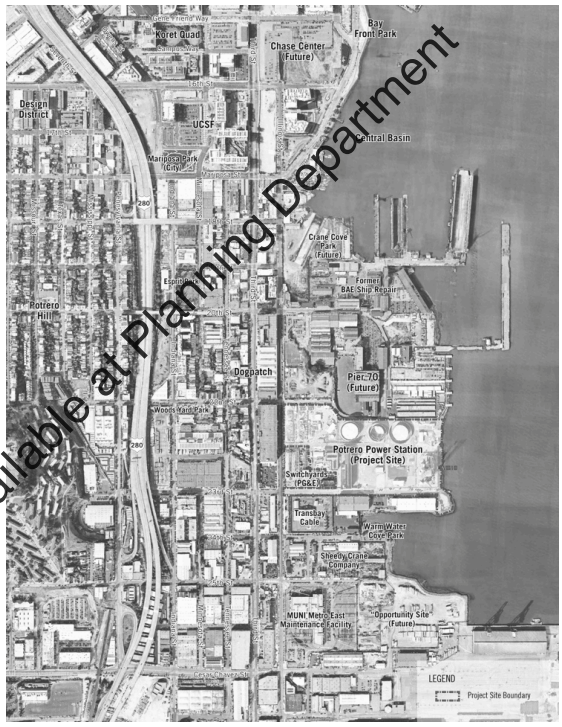
1 INTRODUCTION

The Potrero Power Station ("PPS") development is located on a 29-acre site in San Francisco's Central Waterfront area. PPS will include a mix of uses including residential, commercial, laboratory, retail, hotel, and open space. The site benefits from proximity to the waterfront and the Dogpatch neighborhood's retail and transportation options found on Third Street, as well as a relatively flat topography and close access to downtown San Francisco.



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WHY TRANSPORTATION DEMAND MANAGEMENT (TDM)

TDM measures in general, and those described further in this plan specifically, work together to reduce vehicle miles traveled (VMT) trips by expanding mobility options and incentivizing the use of spatially and environmentally efficient modes. As discussed in the January 2018 Update of the Planning Department's TDM Technical Justification document (https://sfplanning.org/transportation-demand-management-program), achieving one point for a number of TDM measures proposed as part of the Project, including Shuttle Bus Services, Tailored Transportation Marketing Services, On-site Affordable Housing, and Unbundled Parking, is equivalent to approximately one percent reduction in VMT. Targeted programs strengthen the benefits of investments in bicycle and pedestrian infrastructure and the site's proximity to major transit nodes by reinforcing awareness of these options, breaking down barriers to incorporating them in travel routines, and incentivizing habitual use.

This TDM Plan reaffirms PPS's commitment to sustainability and to minimizing the Project's contribution to traffic congestion. It encourages the site's residents, employees, and visitors to use the most environmentally friendly and spatially efficient mode possible for each trip, with an emphasis on cycling, walking, and higher capacity modes.

The urban form planned at PPS and this TDM Plan are consistent with City of San Francisco policies that aim to encourage the use of transit and other non-auto modes of transportation, as well as the City's efforts to manage the transportation impacts of new development. The Plan was developed using San Francisco's new TDM Program per Planning Code Section 169 ('Ordinance') as a guide, and the PPS team used the Ordinance's framework to scale the site's programs appropriately.

Many campuses have implemented TDM programs to reduce VMT and find the optimal balance of transportation modes to accommodate growth. Genentech implemented an aggressive TDM strategy in 2006 that included programs

such as shuttle service and parking cash-out accompanied by comprehensive marketing and communications through an online employee portal. Since implementation, Genentech's drive-alone mode share has decreased by almost 30%, decreasing carbon emissions from 4.5 tons per employee to 1.9. Similarly, Stanford University's extensive TDM program, which has for years included meaningfully priced parking, transit subsidies, and incentive programs, has affected a substantial decrease in single-occupancy vehicle (SOV) commuting, from 72% in 2002 to 46% in 2011. Moreover, these programs serve campuses that grew rapidly during the periods noted, but this growth was not accompanied by substantial increases in parking. These two examples, along with many others from developments and employers across the country, attest to the power of thoughtfully crafted TDM programs.

Given these successes, robust TDM programs are becoming expected aspects of new developments in San Francisco and beyond. In early 2017, the City enacted a TDM Ordinance that requires developers to establish TDM programs scaled to the amount of parking they plan to build on-site. This ordinance reinforced existing policies that aimed to encourage the use of non-auto modes, such as the city's Transit First Policy, which was established in 1973 and amended to include pedestrians and bicyclists in 1999. New residents and office tenants also increasingly demand convenient access to quality multimodal infrastructure, and in urban areas like San Francisco, they assume that parking will be treated as a limited commodity that will be priced based on occupancy levels and market rates.

TDM AT POTRERO POWER STATION

This document includes a discussion of TDM measures and transportation investments aligned with the categories and measures included in the TDM Ordinance menu of measures, as well as other transportation investments the Project is considering that fall outside the TDM Ordinance. The latter measures are aligned with the spirit of the TDM Ordinance and support and leverage the effects of TDM at the site and around the City. Notice(s) of Special Restrictions will be recorded, memorializing the TDM measures provided for each land use category per building and other associated requirements for the life of the Project. In addition to the implementation of TDM measures amounting to 75 percent of the applicable target as defined in the Planning Commission's TDM Program Standards, the Project is required by Mitigation Measure M-TR-5 of the Project's Environmental Impact Report (EIR) to reduce the number of Project-generated vehicle trips during the p.m. peak hour by an estimated 11 percent as compared to estimated automobile trips calculated at the P.M. Peak Hour for the Project. This 11 percent reduction is accounted for in the maximum vehicle trips shown in Table 1. If the estimated 11 percent reduction is not achieved, additional TDM measures are required to be implemented as further explained in Chapter 3 of this document under the heading Compliance and TDM Plan Adjustments.

Most measures will be implemented as part of the vertical development of each building, while some, such as the improvement of walking conditions, which the Project will accomplish by creating streets with sidewalks that meet the Better Streets Plan standards, will be provided as part of the Project's sitewide improvements. The implementation of each is further specified in the Project's Phasing Plan's Phasing Table.

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Figure 1 Maximum P.M. Peak Hour Vehicle Trips per Phase

Project Development Phase	Maximum P.M. Peak Hour Vehicle Trips Per Phase			
	Estimated Permitted Phase Total	EIR Estimated Phase Total	Cumulative Maximum Permitted Trips	Cumulative EIR Estimated Trips
Phase 1	370	413	370	413
Phase 2	430	491	800	904
Phase 3	260	288	1,060	1,193
Phase 4	620	699	1,680	1,892
Phase 5	240	269	1,920	2,161
Phase 6	290	320	2,210	2,482

<u>Single Access/No PG&E Sub Area Scenario</u>

Because the Developer does not control the PG&E sub-area (about 4.8 acres on the northwest corner of the project site; see Chapter 2, Figure 2-2, page 2-6), and development of land uses within the PG&E sub-area would only occur when and if PG&E determines it is feasible to relocate the existing utility infrastructure and operations, it is possible that development of the PG&E sub-area could be delayed. Until the PG&E sub-area is developed, Humboldt Street may not be improved to connect the Project site to Illinois Street and, therefore, it is possible that the Project site would be accessible only via 23rd Street for a period of time (possibly until Maryland Street is improved to connect to the Project site as part of the Pier 70 Mixed-Use development).

During the time that the Project site is only accessible by 23rd Street (i.e., until such time that access if provided by Humboldt Street, Maryland Street, Georgia Lane, or another street other than 23rd Street), the Developer shall be responsible for implementing TDM measures necessary to limit the number of project-generated vehicles entering or exiting the project site to a maximum of 600 vehicles per lane per hour inbound and 600 vehicles per lane per hour outbound during the weekday pm peak hour (Single Access Performance Standard). Once a second means of vehicle egress to and from the Project site is made available, the maximum vehicle trips reflected in Figure 1 will apply. As with the evaluation of maximum P.M. peak hour vehicle trips per phase discussed above, the determination of the weekday pm peak hour vehicular traffic generated by the Project for purposes of evaluating adherence to the Single Access Performance Standard will follow the monitoring methods outlined in Chapter 3.

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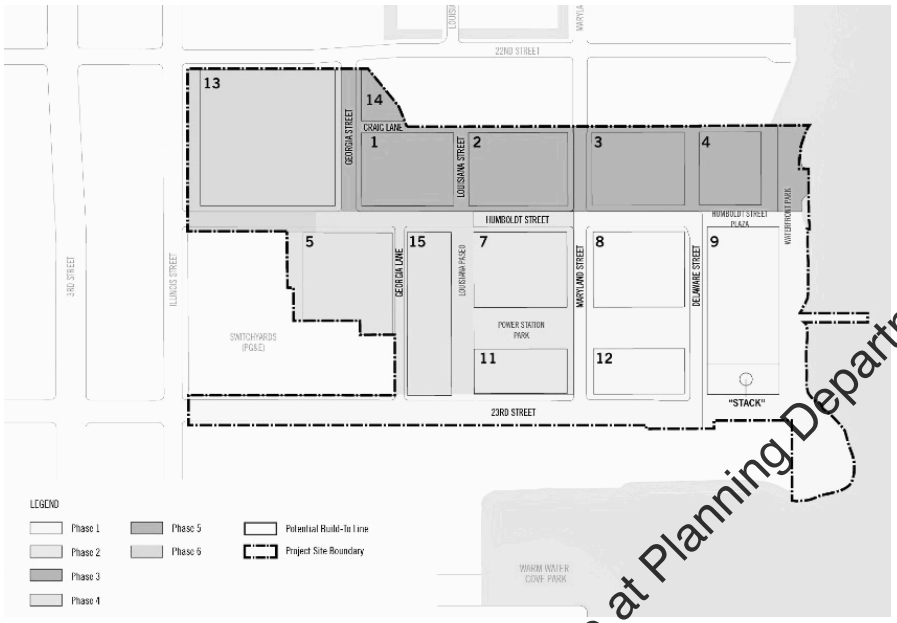
Figure 2 PPS Phasing Plan



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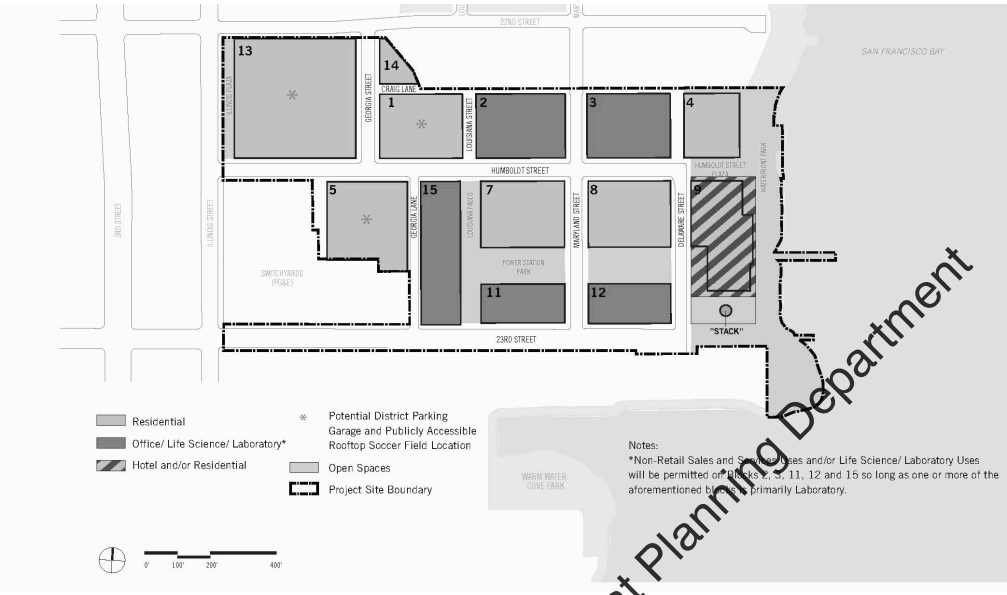
A GUIDE TO THIS DOCUMENT

Chapter 2 includes a discussion of point-generating TDM measures. Given that the Potrero Power Station Mixed-Use Development Project (the "Project") is a master planned project, which will be governed by a Development Agreement, in any event the Development Agreement conflicts with Planning Code Section 169, the Development Agreement shall apply. The project sponsor, SFMTA, and the Planning Department have prepared this TDM plan as an alternate means of satisfying the intent of Planning Code Section 169 for all new construction proposed by the Development Agreement and Design for Development within the Project Site Boundary. As noted below, some of the TDM measures will be implemented as a part of the construction of particular buildings (called "Vertical Improvements"), some will be implemented on a district-wide basis, independent of any particular building (called "Horizontal Improvements"), while others will be implemented operationally, as appropriate for the measures identified in this TDM Plan. A TDM Coordinator will be hired to be responsible for implementation of all TDM measures, and for administering and managing monitoring and reporting requirements as further specified in Chapter 3.

The Project would rezone and establish development controls for a multi-phased, mixed-use development at the Project Site. The Project would include amendments to the General Plan, including the Central Waterfront area plan, and Planning Code and create a new Potrero Power Station Special Use District (SUD). The SUD would establish land use controls for the Project Site and incorporate design standards and guidelines in a new PPS Design for Development document. References to the Planning Code ("Code") within this TDM Plan, and in the PPS Design for Development document, are references to the City of San Francisco Planning Code as it exists as of the date of the Project's Development Agreement. Initially capitalized terms not expressly defined herein are defined in the Development Agreement or, if not defined in the Development Agreement, in the Code.

Figure 3 PPS Land Use Plan



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2 PLANNED TDM MEASURES AND TRANSPORTATION STRATEGIES

This initial TDM Plan consists of a package of measures that will work together to effect behavioral change and reduce vehicle miles travelled. These measures include infrastructure improvements, incentives, and ongoing programs, many of which have been successfully implemented in other urban, mixed-use environments. The obligation to implement certain measures will rest with the Project's Developer as part of sitewide improvements to the Project Site. Sitewide improvements are items such as streets and open space improvements that are distinct from new buildings. The obligation to implement other measures will be implemented with new buildings or vertical improvements. Following the description of each measure, **emboldened text** details the requirement for implementation of each specific TDM measure.

TDM ORDINANCE MEASURES

The TDM measures recognized by the City through the TDM Ordinance guidance materials are organized according to the categories set forth in the guidance materials. These categories include:

- INFO – Information Services
- ACTIVE – Active Transportation
- PKG – Parking Management and Policies
- HOV – High Occupancy Vehicle Measures
- CSHARE – Car Share and Scooter Share
- FAMILY – Family-Supportive Measures
- DELIVERY – Delivery-Supportive Measures
- LU – Land Use

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TDM Ordinance Category: INFO

INFO-1: Multimodal Wayfinding Signage within Buildings

- ***Applies to: Residential, Office, Retail and Other (PDR)***

Building signage and wayfinding to indicate points of connection between different modes can help increase people's understanding of their non-auto travel options (see Figure 3). Each building lobby will include signage directing individuals to physical TDM measures within and adjacent to the building, such as bicycle parking, locker rooms, car-share, etc. Where appropriate, signage within building lobbies may also include site-wide features, such as shuttle and bus stop locations. Signage can also indicate the nature and location of nearby transit or bicycle routes and the location of bicycle parking.

Implementation. Multimodal wayfinding signage will be designed and installed within each new building at PPS.

Figure 3 Wayfinding Examples

Sources: sagittandy.blogspot.com/ (left), MIG/SVR (center), Takeform (right)

Larger and color version available at Planning Department

INFO-2: Real-Time Transportation Information Displays

- ***Applies to: Office***

Making such information readily available can increase residents' awareness of local transit options and can facilitate efficient trip planning and the use of non-auto modes. This measure consists of providing real-time transportation information to Potrero Power Station employees and visitors of Office buildings. Depending on the technologies available by the time the first phase of the Project is built, information could be displayed on screens in lobbies (see Figure 4) and other high traffic areas, as well as on a potential Project website and other communications channels.

Implementation. Each new building containing more than 25,000 square feet of office uses, will include dynamic transit information displays in building lobbies or use a similar approach based on state-of-the-practice technology at the time of building design.

Figure 4 Transit Information Screen Displays

Source: TransitScreen

INFO-3: Tailored Transportation Marketing Services

- ***Applies to: Residential, Office and Retail***

A strong communication and marketing campaign is critical to the success of any TDM program, ensuring that residents, employees, and visitors receive information about relevant resources and incentives at appropriate times and through channels that are easily accessible. Incorporating consistent branding into all communications can help

create a sense of place and establish a cohesive identity for the transportation program. Branding can be used to emphasize that resident, employees, and visitors can travel seamlessly through the area.

The Potrero Power Station will develop a cohesive marketing effort to promote all transportation options to and from the site, including biking, walking and public transit. As part of a site-wide marketing campaign, Potrero Power Station will develop transportation welcome packets to inform new residents and employees of the range of transportation options available to them. These packets will likely include up-to-date information on local and regional transit services (including maps, schedules and fares) and where transit passes can be purchased, bicycle wayfinding maps, and nearby car share locations, in addition to other relevant travel information. They could also include sources for additional web-based transportation materials (e.g., 511.org, NextBus, and the San Francisco Municipal Transportation Agency website). Finally, the packets will include up-to-date information on the range of transportation benefits available, including any relevant details on how to take advantage of these benefits. This strategy will ensure that a lack of knowledge is not a barrier to choosing non-driving modes. For Office and Retail land use categories, representing the bulk of employees on site, personal consultation for each new employee will be provided accompanied by a request for a commitment to try new transportation options. A commitment could include a pledge, for example, to try transit, carpooling, bicycling, or walking within the first month of beginning employment at the Project site. Employees of Retail Land Use categories will also be offered a one-time financial incentive as further described below.

Implementation. The Project's TDM Coordinator will provide new residents and employees with a transportation welcome packet upon move-in or receipt of notification of new employee. These informational packets will be updated annually as local transportation options change. The TDM Coordinator will also engage in ongoing efforts to provide information on and market the use of non-auto modes and available transportation incentives.

The Project's TDM Coordinator will offer all employees of Retail and Office Land Use categories a personal transportation consultation and request for a commitment to try new transportation options.

In addition to the above, the TDM Coordinator will offer retail employees a one-time financial incentive amounting to at least 25 percent of the cost of a monthly Muni only "M" pass for one month, or equivalent value in e-cash loaded onto a Clipper Card. Outreach will be conducted to employees on an annual basis to encourage adoption of sustainable commute policies.

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TDM Ordinance Category: ACTIVE

ACTIVE-1: Improved Walking Connections

- ***Applies to: Residential, Office and Retail***

High quality street design can greatly improve overall walking conditions, enhance access to transit, and facilitate safer and more convenient pedestrian and bicycle connections. A pedestrian-oriented urban design is essential for residents, employees, and visitors to fully take advantage of all available transportation options and programs throughout a site and nearby.

Potrero Power Station's street cross sections are being developed with state-of-the-practice street design principles in mind. Streets within the development will be consistent with the Design for Development and Infrastructure Plan documents, both of which have been prepared in consultation with SFMTA, DPW and Planning Department to reflect the goals of the Better Streets Plan and urban street design guidelines from the National Association of City Transportation Officers (NACTO) (see an example of a street designed using NACTO guidelines in Figure 5). The Project is also committed to continuing the Blue Greenway pedestrian and bicycle trail through the site, along the Bayfront and 23rd Street. These improvements will help shape the overall neighborhood environment and enable other TDM measures to succeed.

Implementation. The Project will construct sidewalks and streets in conformance with the Design for Development and Infrastructure Plan, which have been prepared in consultation with SFMTA to ensure that streets will be safe and comfortable for non-motorized users and include features including wide sidewalks, clear crossings, and high-quality bicycle infrastructure. The sidewalks and streets will be constructed in phases, per the Project's Phasing Plan.

Figure 5 Complete Streets Design Features

Source: New York City Department of Transportation

Larger and color version available at Planning Department

ACTIVE-2: Bicycle Parking in Compliance with Code Requirements

- ***Applies to: Residential, Office, Retail and Other (PDR)***

Safe and convenient bicycle parking is a key ingredient for creating a bicycle friendly environment. PPS intends to provide bicycle parking space at the Code-required amount, consistent with the PPS Special Use District (SUD). There are several methods of providing secure (Class I) bicycle parking spaces for residents and employees. Bicycle rooms or cages can be placed at convenient locations within Buildings or in nearby public spaces, and bicycle owners who qualify can receive a key or access card to use the space (often the same card used to access an elevator or parking garage). Supportive amenities such as showers and lockers will also be provided for use by employees.

On-street Class II bicycle racks in highly visible locations will also be provided to facilitate short-term bicycle parking. Bicycle racks will be easy to use and located in the most visible and convenient parts of the building frontage (near entrances to establishments at PPS). Public bicycle parking is often considered secure when it is situated in well-lit, highly visible areas.

Implementation. Each new building will include Class I bicycle parking spaces and Class II bicycle parking spaces in accordance with the requirements of the PPS SUD.

ACTIVE-3: Showers and Lockers for Employees

- ***Applies to: Office, Retail and Other (PDR)***

Showers and lockers located near bicycle rooms can allow those who have to bicycle, walk or run longer distances to rinse off and change from clothing suitable for cycling to work attire, eliminating one potential barrier to cycling, walking or running to work. As such, the development will provide showers and lockers for office, retail, and PDR employees in amounts required by the PPS-SUD.

Implementation. Each new building will install and maintain showers and lockers in or near bicycle storage in accordance with the requirements of the PPS-SUD.

ACTIVE-5A: Bicycle Repair Stations

- ***Applies to: Residential, Office and Retail***

Maintenance can be a key barrier to using a bicycle as a primary transportation mode. Fix-it stations can address this barrier by providing a place to complete bicycle repairs that could include a fix-it pole (to allow bicycles to be hoisted off the ground for easier access) and bicycle tools. These fix-it stations can also be equipped with up-to-date bicycle maps, information on bicycle-related programming on-site or nearby, and other information for cyclists.

Implementation. Each new building will install a regularly maintained bicycle fix-it station similar to the one shown in Figure 6 in or immediately adjacent to bicycle storage. The bicycle fix-it station will be fitted with a fix-it pole or other mechanism to hold bicycle for repair, appropriate tools, and bicycle-related information, each in the manner required by the Design for Development.

Figure 6 DERO Bicycle Fix-it Station

Source: DERO

Larger and color version available at Planning Department

TDM Ordinance category: PKG

PKG-1: Unbundle Parking

- ***Applies to: Residential, Office and Retail***

"Unbundling" parking means that the cost of parking is separate from the cost of residential and commercial units. It is an increasingly common practice in urban areas, and the City of San Francisco requires residential developments to unbundle parking.

Unbundling parking cost changes parking from a required purchase to an optional amenity, so that households can choose how many spaces they wish to lease or purchase. This approach provides a cost savings to households who decide to dispense with their cars, and it can help attract households who wish to live in a transit-oriented neighborhood where it is possible to live well with only one car, or even no car, per household. Thirty percent of San Francisco households do not own a vehicle.[1]

For this measure to work optimally for office, the users of parking – not their building managers or employers – must be the ones who ultimately pay daily or monthly costs.

Implementation. Each new building will unbundle parking costs. This means for Residential uses, parking costs will not be included in the sale or lease price. For Office and Retail uses, employers shall not pay the cost of parking for its employees.

PKG-2: Short-Term Daily Parking Provision

- ***Applies to: Retail***

Paying a lump sum for unlimited use of any service results in people using that service more, as there is no refund for less use. Parking demand works the same way: drivers paying a monthly fee to park are effectively paying a big fee for the first day of parking and then every day after parking is free, encouraging driving on days when other choices may have been a reasonable option. To shift the decision-making and reduce excess parking demand, parking will be managed at an hourly or daily rate only, without a long-term parking option for retail employees or visitors.

Specifically, any available parking within the shared parking supply could be used by site visitors at an hourly or daily rate. Visitors could include residential, office or hotel guests and retail, assembly space and open space users. Grocery Store parking would be dedicated for grocery use during business hours and on the same block as the grocery store. For additional information regarding general assumptions for the Project's parking system, see PKG-4: Minimize Parking Supply.

Implementation. Potrero Power Station parking facilities shall not offer a parking rate or pass for a term longer than one day for employees and visitors of the Retail Land Use. Additionally, no discounted rate shall be offered for weekly, monthly or similar time-specific periods.

Larger and color version available at Planning Department

[1] U.S. Census, American Community Survey 2013, five-year estimates

PKG-4: Minimize Parking Supply

- ***Applies to: Residential***

Building excessive parking leads to increased automobile use, contributing to more vehicle trips, increased traffic congestion, higher housing costs, and greater greenhouse gas emissions. Given the large number of households with no vehicle and the demand for housing in San Francisco, a limited supply of parking, could be expected to attract a high proportion of residents without vehicles, which in turn should result in fewer vehicle trips from the development. The Project site will be directly served by high-quality transit and is in a neighborhood that is already facing vehicular congestion, which further discourages driving and parking.

Through the Design for Development, the Project has established maximum Residential parking ratio of 0.6 spaces per unit, which is lower than the neighborhood average.

The Project will provide parking, both within each block and a centralized parking garage. Upon completion of all phases of the Project, no more than 0.6 spaces shall be provided per residential unit. Due to the phased nature of the Project, the Project may construct more or less than 0.6 spaces per unit within each building or phase. Any off-street parking spaces or stalls that would result in the cumulative off-street parking ratio exceeding 0.6 spaces per unit may not be used for any parking purpose and must be physically separated to preclude use of such spaces until such time that sufficient residential development is completed to bring the parking ratio into conformance with the maximum 0.6 space per unit requirement.

Larger and color version available at Planning Department

TDM Ordinance Category: HOV

HOV-2: Shuttle Bus Service

- ***Applies to: Residential, Office and Retail***

Providing shuttle service to nearby regional transit hubs can reduce a barrier to commuting by transit. PPS will provide shuttle service to the 16th Street BART station and the 22nd Street Caltrain station as depicted in Figure 5.6.1 of the PPS Design for Development, unless otherwise agreed upon with SFMTA. The shuttle shall be sized to target a capacity utilization of approximately, but no greater than 85 percent. If the 85 percent capacity utilization standard is exceeded, the size or number of shuttles in operation shall increase.

The proposed service would run every 15 minutes during weekday peak periods and would comply with all applicable laws and regulations. The service would be open to the public and free to users, unless otherwise agreed upon with SFMTA. See Figures 5.6.2, 5.21.1 and 5.21.2 of the Design for Development for designated on-site shuttle stop locations for legal loading and unloading, and preliminary dimensions.

Implementation. As detailed in the Development Agreement, the Project shall provide a shuttle with connections to 16th Street BART and the 22nd Street Caltrain terminal.

San Francisco Municipal Transportation Agency is planning new Muni service (55 Dogpatch) that would parallel the east-west route, and the agency is planning significant service increases on the T-Third over the long term that would obviate the need for supplemental north-south service. The Project team's intent is to provide sufficient service to meet the needs of PPS residents, employees, and visitors, and to complement Muni service once the 55 Dogpatch is in place.

TDM Ordinance Category: CSHARE

CSHARE-1: On-Site Car Share Parking

- ***Applies to: Residential, Office, Retail and Other (PDR)***

Allowing residents, workers, and visitors to rent cars on-site can make it easy for people who do not have a car (or who have a limited number of cars per household) to have access to a vehicle when needed (e.g. to run errands that require hauling heavier items). The Project will provide car-share spaces in convenient locations in buildings on-site. Spaces will be located in high-visibility parking spots within publicly-accessible parking facilities, with clear exterior signage to increase visibility and emphasize the convenience of car share.

Implementation. Each new building shall provide the number of car-share parking spaces required by the SUD.

Figure 7 Zipcar Car-Share

Source: Flickr, Marcin Wichary

Larger and color version available at Planning Department

TDM Ordinance Category: FAMILY

FAMILY-2: On-Site Child Care

- ***Applies to: Residential, Office, and Retail***

Providing child care services on-site can help minimize a key barrier for parents to taking non-auto modes to work. In doing so, it can reduce travel needs for both residents and employees by eliminating an extra round trip to a separate childcare destination. A minimum of 12,000 square feet of child care will be provided within buildings at the Project Site of which at least 6,000 square feet shall be provided by Phase 2 and the total 12,000 square feet delivered by Phase 4. The Phasing Plan attached to the Development Agreement may be revised from time to time in accordance with the Project's Development Agreement. An on-site child care provider(s) will be identified, and a facility (or facilities) consistent with best practices will be designed.

Implementation. The Project shall provide on-site child care facilities pursuant to the requirements of the Phasing Plan attached to the Development Agreement.

TDM Ordinance Category: DELIVERY

DELIVERY-1: Delivery Supportive Amenities

- ***Applies to: Residential and Office***

Providing storage space for perishable groceries can have a direct effect on reducing trips by encouraging and facilitating online ordering. Where this type of measure has been implemented without direct staff monitoring at all times, building residents typically access deliveries through a locker system with unique pick-up codes that include the locker number and access times for the delivery recipient. Regardless of the precise method, providing some kind of secure place for delivery storage can allow residents and employees to confidently arrange for deliveries even if they may not be able to pick items up or get them to their own refrigerator or pantry immediately.

Implementation. Each new Residential and Office building will provide in-building lockers that are refrigerated and/or allow for dry storage of sensitive or perishable deliveries.

TDM Ordinance Category: LAND USE

LU-2: On-Site Affordable Housing

Residents living in affordable housing typically own fewer cars per household than residents of market-rate units. Thirty percent of the Residential Units produced by the Project will be Affordable Housing Units pursuant to the Project's Affordable Housing Plan. Inclusionary Rental Units will be restricted, on average, to a Housing Cost that is affordable to Households earning not more than 72% of Area Median Income (AMI) and not more than 99% AMI for inclusionary for-sale units, pursuant to the Project's Affordable Housing Plan.

Implementation. The Project will provide significant affordable housing on-site in accordance with the requirements of the Development Agreement's Affordable Housing Plan.

ADDITIONAL TDM AND TRANSPORTATION STRATEGIES

In addition to the TDM measures described in the last section, PPS plans to make further important investments in transportation infrastructure and programs in the spirit of encouraging the use of non-auto modes.

While not included in the City's TDM Ordinance menu of measures, the additional measures shown in Figure 8 will also facilitate successful implementation of the full transportation program, tying program areas together and ensuring critical pieces of infrastructure exist to support use of other on-site transportation programs. For example, provision of transit layover facilities is essential to maximizing the impact of a multimodal transit subsidy, much like high quality bicycle routes are key to encouraging enough site users to consider cycling a primary travel option and, in turn, make full use of on-site bicycle parking.

Larger and color version available at Planning Department

Figure 8 Additional Transportation Strategies

Strategy Area	Additional Transportation Strategies	Related TDM Measures
Program Management and Implementation	Expanded role of TDM coordinator to include coordination with fresh food-related shops, vendors, and for events at the site	▪ Strategic Multimodal Signage/Wayfinding ▪ Real-time Travel Information ▪ Transportation Welcome Packets and Ongoing Transportation Marketing Campaign
Transit	Provision of layover space and operational needs for the 55 Dogpatch Muni route on 23rd Street	▪ Shuttle Bus Service ▪ Multimodal Transportation Subsidy
	Required Transportation Sustainability Fee	
Bicycle	Investment in completing the Blue Greenway through the site	▪ Bicycle Parking ▪ Bicycle Repair Station and Maintenance Services ▪ Showers and Lockers for Employees ▪ Improved Walking Conditions
	Traffic-calmed interior roadways	
	Space allocated for bike share docks	
Loading	Ample curb frontage allocated to passenger and commercial loading	▪ Multimodal Transportation Subsidy ▪ Minimize Parking Supply ▪ Cold/Dry Storage for Grocery/Package Delivery

Larger and more version available at Planning Department

Bike Share Docks

PPS plans to make adequate space available for bike share at the site. Access to bike share will be provided in high-traffic areas near key buildings and site entrances, facilitating easy and convenient use of the bike share system. This will serve to further reinforce the site's multimodal brand.

Figure 9 Bay Wheels Dock

Source: SFMTA

3 TDM PLAN IMPLEMENTATION

RELATIONSHIP TO THE PLANNING CODE

References to the Planning Code or Code herein are references to the City of San Francisco Planning Code as it exists as of the date of the Project's Development Agreement. Future changes to the Planning Code may apply to the Project pursuant to the terms of the Development Agreement. Refer to Potrero Power Station Design for Development, Appendix D for key provisions of the Planning Code as of the effective date of the Development Agreement. References to the TDM Plan include the TDM Measures as required by the TDM Program (guided by Planning Code Section 169) and the Mitigation Measure M-TR-5; and all monitoring and requirements for both.

TDM COORDINATOR

The Project's TDM Coordinator is crucial to the successful implementation and oversight of the Project's TDM Plan. This person will manage the roll-out of all programs, including managing vendors and engaging with new site residents, tenants and employees to introduce them to the site's transportation offerings through welcome packets, consultations, and other digital or online materials. The TDM Coordinator may be an employee of the developer or the position may be contracted with a third-party provider of TDM measures. The TDM Coordinator shall be delegated authority with the appropriate resources to coordinate and implement the TDM Plan.

The purpose of the TDM Coordinator is to provide oversight and management of the Project's TDM Plan implementation. In this way, a single representative for the Project is aware of and responsible for the orderly and timely implementation of all aspects of the TDM Plan and can adequately manage the components of the TDM Plan. This is especially important when implementation of individual measures is undertaken by different individuals or entities. The TDM Coordinator may also implement certain elements of the TDM Plan, thereby also acting as a provider of certain programmatic measures (see detail below). The primary responsibilities of the TDM Coordinator are:

- To serve as a liaison to the San Francisco Planning Department regarding the administration and implementation of the TDM Plan for the life of the Project including notifying the San Francisco Planning Department of new contract information if TDM Coordinator changes;
- To facilitate City staff access to relevant portions of the property to conduct site visits, surveys, outreach, inspection of physical measures, and/or other empirical data collection, and facilitate in-person, phone, and/or e-mail or web-based interviews with residents, tenants, employees, and/or visitors;
- To ensure that TDM measures required for the Project are implemented. This will include certifying that physical (e.g., requisite bicycle parking supply and quality; bicycle repair station; car-share parking, etc.) and programmatic (e.g., tailored transportation marketing services, contributions or incentives for sustainable transportation, etc.) measures for the building are in place for the time period agreed to in the conditions of approval and that they are provided at the standard of quality described in the Planning Department's TDM Program Standards (https://sfplanning.org/transportation-demand-management-program);
- To prepare and submit ongoing compliance forms and supporting documentation, along with the associated administrative fee (https://sfplanning.org/resource/fee-schedule-applications), to the Planning Department;
- To manage monitoring and reporting requirements as described below;
- To request a TDM Plan review by Planning Department staff if changes to the plan are desired; and

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- To work with Planning Department staff to correct any violations through enforcement proceedings, if necessary. The TDM Coordinator should participate in any trainings/workshops offered by the City, on a regular basis, as they become available (e.g., on an annual basis).

MONITORING AND REPORTING

The TDM Program includes three monitoring and reporting processes. The first process occurs prior to issuance of the First Certificate of Occupancy (San Francisco Department of Building Inspection) for a Vertical Improvement. The second process occurs after the First Certificate of Occupancy is issued by the San Francisco Department of Building Inspection and the Vertical Improvement is operational. It includes monitoring of physical measures, as well as vehicle trip reduction to ensure compliance with Mitigation Measure M-TR-5, as further described below. M-TR-5 is included as Attachment B of this TDM plan. An optional third process to revise an approved TDM Plan is also provided, which may occur at any point after approval of the Development Agreement. The TDM Program Standards along with this TDM Plan describes all three processes, as further described under Monitoring Documentation. Planning Department staff will conduct a site visit once every three years to confirm all approved physical measures in the TDM Plan continue to be implemented and/or installed. TDM coordinators will be informed in advance of these site visits. If the Project is in good standing (i.e., submits satisfactory Ongoing Monitoring and Reporting Forms for five consecutive years), then the annual requirement will shift to one submittal every three years. If, at any time, the Project fails to demonstrate satisfactory ongoing monitoring and reporting, the Project may be required to revert back to an annual submittal schedule until the Project again demonstrates five consecutive years of satisfactory monitoring and reporting.

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Pre-Occupancy Monitoring and Reporting

For every Vertical Improvement that is an entire building, a Notice of Special Restrictions referencing this TDM Plan shall be recorded on the deed of the property before a Building Permit can be issued. This must occur before a site inspection is conducted. Prior to the issuance of a First Certificate of Occupancy for a given Vertical Improvement, the TDM Coordinator shall facilitate a site inspection by Planning Department staff to confirm that all applicable physical measures in the TDM Plan have been implemented and/or installed. This process is more fully described as follows:

Prior to the site visit, TDM Coordinator shall provide to Planning Department staff a Pre-Occupancy Monitoring and Reporting Form including 1) a copy of the TDM Plan 2) TDM Coordinator contact information 3) a copy of a signed letter stating that the TDM Coordinator agrees to distribute a copy of the TDM Plan with new employee packets, tenant lease documents, and/or deeds to each new employee or tenant and 4) documentation that approved programmatic measures in the TDM Plan have or will be implemented as required.

Within 30 days of the Pre-Occupancy Monitoring and Reporting Form submittal, Planning Department staff will review the documentation of the programmatic measures in the TDM Plan and schedule a site visit. During the site visit, Planning Department staff will verify that physical measures are provided as specified in the TDM Plan and complete corresponding sections of a Pre-Occupancy Monitoring and Reporting Form for programmatic measures. Planning Department staff will then review the documentation and finalize a Pre-Occupancy Monitoring and Reporting Form. This process, starting from the scheduled site visit date, shall not take longer than 30 days. The First Certificate of Occupancy from the Department of Building Inspection shall not be issued until the TDM Coordinator receives an approved Pre-Occupancy Monitoring and Reporting Form.

The administrative fee associated with the TDM Plan Review Application covers the cost of pre-occupancy monitoring and reporting.

Ongoing Monitoring, Evaluation, and Refinement

TDM Measures

During the established monitoring period, Planning Department staff will verify that the TDM Coordinator is maintaining physical measures and continuing to provide programmatic measures as specified in the TDM Plan. The TDM Coordinator will submit annual *Ongoing Monitoring and Reporting Forms* and supporting documentation, along with the associated administrative fee, as further described under "Monitoring Documentation".

No monitoring and reporting is required for land use category D (e.g. PDR) projects on an ongoing basis, although site visits may be performed by Planning Department staff without being subject to the ongoing administrative fee. TDM Coordinators will be informed in advance of these site visits.

Trip Reduction

In addition to the monitoring of the TDM measures mentioned above, monitoring for the purposes of reducing vehicle trips consistent with Mitigation Measure M-TR-5: "Implement Measures to Reduce Transit Delay" will also be implemented as stated below.

Within one year of issuance of the PPS's First Certificate of Occupancy, a qualified transportation consultant approved by the SFMTA will begin monitoring daily and p.m. peak period (4 p.m. to 7 p.m.) vehicle trips in accordance with an SFMTA and San Francisco Planning Department agreed upon monitoring and reporting plan, as stated within this section of this TDM Plan.

A document with the results of the annual daily and p.m. peak hour vehicle counts shall be submitted to the Planning Department's Environmental Review Officer and SFMTA for review within 30 days of the data collection or with the Project's annual TDM Monitoring Report as agreed to by the Environmental Review Officer in consultation with the SFMTA.

Monitoring Methods

The TDM Coordinator shall prepare, or work with a third-party consultant to prepare, TDM Monitoring Reports that will include all the requirements for Pre-Occupancy and On-going Monitoring and Reporting requirements per the TDM Program Standards and data collected by qualified transportation consultant for review and approval by the Planning Department's Environmental Review Officer and the SFMTA for Mitigation Measure M-TR-5. The TDM Monitoring Report shall include the following components or comparable alternative methodology and components as approved or provided by Planning Department staff:

- Trip Count: The vehicle data collection shall include counts of the number of vehicles entering and exiting the Project site on internal streets at the site boundaries on 22nd, Illinois, and 23rd Streets for three weekdays during the p.m. peak period (4 p.m. to 7 p.m.). The data for the three weekdays (Tuesday, Wednesday, or Thursday) shall be averaged, and the surveys shall be conducted within the same month annually. The qualified transportation consultant shall submit the proposed methodology for the Planning Department's approval prior to conducting the components of the trip count. It is anticipated that the Planning Department will have a standard trip count methodology developed and available to project sponsors at the time of data collection.

- Documentation of Plan Implementation: The TDM Coordinator shall work in conjunction with the Planning Department to submit and successfully complete Ongoing Monitoring and Reporting Forms, which includes the data collected on Mitigation Measure M-TR-5 as an Appendix, to document

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the implementation of TDM Program elements and other basic information during the reporting period. These forms shall be included in the TDM Monitoring Report submitted to Planning Department staff.

- Degree of Implementation: The TDM Monitoring Report shall include descriptions of the degree of implementation (e.g., how many tenants or visitors the TDM Plan will benefit, and on which locations within the site measures will be/have been placed, etc.)

- Assistance and Confidentiality: Planning Department staff will assist the TDM Coordinator on questions regarding the components of the TDM Monitoring Report and shall ensure that the identity of individual survey responders is protected. Additional methods (described below) may be used to identify opportunities to make the TDM Program more effective and to identify challenges that the program is facing.

Monitoring Documentation

TDM Monitoring Reports for both the TDM measures and trip reduction shall be submitted to the Planning Department 18 months following 75 percent occupancy of the first Development Phase. Thereafter, annual TDM Monitoring Reports (referred to as "reporting periods") shall be submitted until eight consecutive reporting periods show that the fully built Project has met the performance standard, or until expiration of the Project's Development Agreement, whichever is earlier. The monitoring and reporting requirements for the TDM measures per the TDM Program's Standards shall continue for the Life of the Project, beyond the expiration of the Project's Development Agreement.

Compliance and TDM Plan Adjustments

If the vehicle trip monitoring data indicates that the Project has exceeded the maximums set forth in Table 1, additional TDM measures shall be selected and implemented to reduce the number of Project-generated vehicle trips to meet the maximum for that Development Phase. These measures could include expansion of measures already included in the Project's proposed TDM Plan (e.g., providing additional project shuttle routes to alternative destinations, increases in tailored transportation marketing services, etc.), other measures identified in the City's TDM Program Standards Appendix A (as such appendix may be amended by the Planning Department from time to time) that have not yet been included in the project's approved TDM Plan, or, at the Developer's discretion, other measures not included in the City's TDM Program Standards Appendix A that the City and the Developer agree are likely to reduce peak period driving trips.

Where additional TDM measures are required pursuant to the paragraph immediately above, the Developer shall have 30 months to demonstrate a reduction in vehicle trips to meet the performance standard. If the performance standard is not met within 30 months, the Developer shall submit to the Environmental Review Officer and the SFMTA a memorandum documenting proposed methods of enhancing the effectiveness of the TDM measures and/or additional feasible TDM measures that would be implemented by the Developer, along with annual monitoring of the Project-generated vehicle trips to demonstrate their effectiveness in meeting the performance standard. The comprehensive monitoring and reporting program related to Mitigation Measure M-TR-5 shall be terminated upon the earlier of (i) expiration of the Project's Development Agreement, or (ii) eight consecutive reporting periods showing that the fully built project has met the performance standard. However, compliance reporting for the City's TDM Program shall continue to be required.

If the additional TDM measures do not achieve the performance standard, then the Developer shall select additional measures to reduce vehicle trips, which may include on-site or off-site capital improvements intended to reduce

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vehicle trips from the Project. Capital measures may include, but are not limited to, peak period or all-day transit-only lanes (e.g., along 22nd Street), turn pockets, bus bulbs, queue jumps, turn restrictions, pre-paid boarding pass machines, and/or boarding islands, or other measures that support sustainable trip making. The monitoring and reporting plan described above may be modified by the Planning Department in coordination with the SFMTA to account for transit route or transportation network changes, or major changes impacting the Project Site. The modification of the monitoring and reporting plan, however, shall not change the performance standards set forth herein.

Single Access Performance Standard/No PG&E Sub Area Scenario

The determination of the weekday pm peak hour vehicular traffic generated by the Project for purposes of evaluating adherence to the Single Access Performance Standard will follow the monitoring methods outlined herein. Based on the annual TDM Monitoring Report, as well as Pre-Occupancy and On-going Monitoring and Reporting requirements of this TDM Plan, the City shall determine whether the number of project-generated vehicles exceeds or will exceed the Single Access Performance Standard within that year. If the City determines the Single Access Performance Standard has been, or will be exceeded, Developer shall select and implement additional TDM measures and/or on-site or off-site capital improvements in order to reduce the number of Project-generated weekday pm peak hour vehicle trips to meet the Single Access Performance Standard. If the additional TDM measures and/or on-site or off-site capital improvements selected by the project sponsor are not sufficient to achieve the Single Access Performance Standard, then the project sponsor shall implement additional measures selected by the City to reduce vehicle trips, which may include on-site or off-site capital improvements intended to reduce vehicle trips from the project. Potential capital improvements could be the construction of Maryland Street between 23rd Street and 22nd Street (in the event that the Pier 70 Project does not construct the Maryland Street improvements connecting the Pier 70 and Potrero Power Station sites within the time period anticipated in the Pier 70 Project's EIR and Phasing Plan).

If the City requires installation of off-site improvements identified in the two year SFMTA Capital Improvement Program and/or identified as mitigation or improvement measures to which other development project(s) are to make a fair-share contribution, the City will enter into a fair-share agreement with the Developer to provide for reimbursement to Developer of its costs that exceed its fair-share contribution toward the improvement(s). The developer shall be responsible for the full cost of any on or off-site capital improvements that are not improvements identified in the SFMTA Capital Improvement Program and/or identified as mitigation or improvement measures to which other development project(s) are to make a fair-share contribution. Developer shall be responsible for obtaining any required approvals for any such on or off-site improvements, such as environmental clearance, street improvement permits, encroachment permits, and/or sidewalk legislation.

TDM Plan Update (Optional)

At any time after the approval of the Development Agreement, the Developer may propose an update to the TDM Plan by submitting a TDM Plan Update Application and associated application fee. The Planning Department shall ensure that the amended TDM Plan meets the TDM Program Standards that were in effect at the time that the Development Agreement was approved or the TDM Program Standards in effect at the time that the TDM Plan Update Application is filed, if elected by PPS. Possible reasons that the Developer may request to update the TDM Plan include altering the TDM measures within the TDM Plan or reducing or increasing the number of Accessory Parking spaces associated with the Project. The point values associated with TDM measures may be updated and new TDM measures may be added. If these updates have occurred, a TDM Coordinator can select from and use the associated point values of these updated or new measures for their TDM Plan Update.

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APPENDIX A

Excerpts from Potrero Power Station TDM Application

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LAND USE TABLES

If you are not sure of the eventual size of the project, provide the maximum estimates.

Gross Floor Area and Occupied Floor Area are defined in Planning Code Section 102.

Land Use Category A (Retail)	
Gross Floor Area (GFA)	233,377
Occupied Floor Area (OFA)	233,377
Number of Accessory Parking Spaces	44
Target Points	25 (75% of 33)

Land Use Category B (Office)	
Gross Floor Area (GFA)	1,485,035
Occupied Floor Area (OFA)	1,485,035
Number of Accessory Parking Spaces	843
Target Points	24 (75% of 32)

Land Use Category C (Residential)	
Gross Floor Area (GFA)	2,682,427
Occupied Floor Area (OFA)	2,682,427
Number of Accessory Parking Spaces	1,609
Target Points	23 (75% of 31)

Land Use Category D (Other)	
Gross Floor Area (GFA)	45,040
Occupied Floor Area (OFA)	45,040
Number of Accessory Parking Spaces	0
Target Points	3

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TDM PLAN WORKSHEET

Category	Measure	Points	Land Use Category: A Retail	B Office	C Residential	D Other
ACTIVE-1	Improve Walking Conditions: Option A; or	1	(F) 1	(F) 1	(F) 1	○ —
	Improve Walking Conditions: Option B	1	(F)	(F)	(F)	○ —
ACTIVE-2	Bicycle Parking: Option A; or	1	(F) 1	(F) 1	(F) 1	(F) 1
	Bicycle Parking: Option B; or	2	(F)	(F)	(F)	(F)
	Bicycle Parking: Option C; or	3	(F)	(F)	(F)	(F)
	Bicycle Parking: Option D	4	(F)	(F)	(F)	—
ACTIVE-3	Showers and Lockers	1	(F) 1	(F) 1	⊘	(F) 1
ACTIVE-4	Bike Share Membership: Location A; or	1	(F)	(F)	(F)	○ —
	Bike Share Membership: Location B	2	(B)	(B)	(B)	○ —
ACTIVE-5A	Bicycle Repair Station	1	(F) 1	(F) 1	(F) 1	○ —
ACTIVE-5B	Bicycle Maintenance Services	1	(F)	(F)	(F)	○ —
ACTIVE-6	Fleet of Bicycles	1	(F)	(F)	(F)	○ —
ACTIVE-7	Bicycle Valet Parking	1	(B)	⊘	⊘	○ —
CSHARE-1	Car-share Parking and Membership: Option A; or	1	(P) 1	(P) 1	(P) 1	(P)
	Car-share Parking and Membership: Option B; or	2	(P)	(P)	(P)	(P)
	Car-share Parking and Membership: Option C; or	3	(P)	(P)	(P)	(P)
	Car-share Parking and Membership: Option D; or	4	(P)	(P)	(P)	○ —
	Car-share Parking and Membership: Option E	5	(P)	(P)	(P)	○ —
DELIVERY-1	Delivery Supportive Amenities	1	(F)	(F) 1	(F) 1	○ —
DELIVERY-2	Provide Delivery Services	1	(B)	⊘	⊘	○ —
FAMILY-1	Family TDM Amenities: Option A; and/or	1	⊘	⊘	(F)	⊘
	Family TDM Amenities: Option B	1	⊘	⊘	(F)	⊘
FAMILY-2	On-site Childcare	2	(F) 2	(F) 2	(F) 2	⊘
FAMILY-3	Family TDM Package	2	⊘	⊘	(F)	⊘
HOV-1	Contributions or Incentives for Sustainable Transportation: Option A; or	2	(F)	(F)	(F)	○ —
	Contributions or Incentives for Sustainable Transportation: Option B; or	4	(F)	(F)	(F)	○ —
	Contributions or Incentives for Sustainable Transportation: Option C; or	6	(F)	(F)	(F)	○ —
	Contributions or Incentives for Sustainable Transportation: Option D	8	(F)	(F)	(F)	○ —
HOV-2	Shuttle Bus Service: Option A; or	7	(B) 7	(B) 7	(B) 7	○ —
	Shuttle Bus Service: Option B	14	(B)	(B)	(B)	○ —

(F) = applicable to land use category.
(B) = applicable to land use category, see fact sheets for further details regarding project size and/or location.
(P) = applicable to land use catgory only if project includes some parking.
⊘ = not applicable to land use category.
○ = project sponsor can select these measures for land use category D, but will not receive points.

NOTE: Please tally the points on the next page.

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NOTE: A project sponsor can only receive up to 14 points between HOV-2 and HOV-3.

Category	Measure	Points	A Retail	B Office	C Residential	D Other
			Land Use Category			
HOV-3	Vanpool Program: Option A; or	1	■	■	⊘	○ —
	Vanpool Program: Option B; or	2	Ⓟ	Ⓟ	⊘	○ —
	Vanpool Program: Option C; or	3	Ⓟ	Ⓟ	⊘	○ —
	Vanpool Program: Option D; or	4	Ⓟ	Ⓟ	⊘	○ —
	Vanpool Program: Option E; or	5	Ⓟ	Ⓟ	⊘	○ —
	Vanpool Program: Option F; or	6	Ⓟ	Ⓟ	⊘	○ —
	Vanpool Program: Option G	7	Ⓟ	Ⓟ	⊘	○ —
INFO-1	Multimodal Wayfinding Signage	1	■ 1	■ 1	■ 1	■ 1
INFO-2	Real Time Transportation Information Displays	1	■	■ 1	■	■
INFO-3	Tailored Transportation Marketing Services: Option A; or	1	■	■	■ 1	○ —
	Tailored Transportation Marketing Services: Option B; or	2	■	■ 2	■	○ —
	Tailored Transportation Marketing Services: Option C; or	3	Ⓟ 3	Ⓟ	Ⓟ	○ —
	Tailored Transportation Marketing Services: Option D	4	Ⓟ	Ⓟ	Ⓟ	○ —
LU-1	Healthy Food Retail in Underserved Area	2	Ⓟ	⊘	⊘	⊘
LU-2	On-site Affordable Housing: Option A; or	1	⊘	⊘	■	⊘
	On-site Affordable Housing: Option B; or	2	⊘	⊘	■ 2	⊘
	On-site Affordable Housing: Option C; or	3	⊘	⊘	Ⓟ	⊘
	On-site Affordable Housing: Option D	4	⊘	⊘	Ⓟ	⊘
PKG-1	Unbundle Parking: Location A; or	1	Ⓟ Ⓟ	Ⓟ Ⓟ	Ⓟ Ⓟ	○ —
	Unbundle Parking: Location B; or	2	Ⓟ Ⓟ	Ⓟ Ⓟ	Ⓟ Ⓟ	○ —
	Unbundle Parking: Location C; or	3	Ⓟ Ⓟ	Ⓟ Ⓟ	Ⓟ Ⓟ 3	○ —
	Unbundle Parking: Location D; or	4	Ⓟ Ⓟ	Ⓟ Ⓟ	Ⓟ Ⓟ	○ —
	Unbundle Parking: Location E	5	Ⓟ Ⓟ 5	Ⓟ Ⓟ 5	Ⓟ Ⓟ	○ —
PKG-2	Parking Pricing	2	Ⓟ 2	Ⓟ	⊘	○ —
PKG-3	Parking Cash Out: Non-residential Tenants	2	Ⓟ	Ⓟ	⊘	○ —
PKG-4	Parking Supply: Option A; or	1	Ⓟ	Ⓟ	Ⓟ	Ⓟ
	Parking Supply: Option B; or	2	Ⓟ	Ⓟ	Ⓟ 2	Ⓟ
	Parking Supply: Option C; or	3	Ⓟ	Ⓟ	Ⓟ	Ⓟ
	Parking Supply: Option D; or	4	Ⓟ	Ⓟ	Ⓟ	○ —
	Parking Supply: Option E; or	5	Ⓟ	Ⓟ	Ⓟ	○ —
	Parking Supply: Option F; or	6	Ⓟ	Ⓟ	Ⓟ	○ —
	Parking Supply: Option G; or	7	Ⓟ	Ⓟ	Ⓟ	○ —
	Parking Supply: Option H; or	8	Ⓟ	Ⓟ	Ⓟ	○ —
	Parking Supply: Option I; or	9	Ⓟ	Ⓟ	Ⓟ	○ —
	Parking Supply: Option J; or	10	Ⓟ	Ⓟ	Ⓟ	○ —
	Parking Supply: Option K	11	■	■	■	○ —

■ = applicable to land use category.
Ⓟ = applicable to land use category, see fact sheets for further details regarding project size and/or location.
Ⓟ = applicable to land use catgory only if project includes some parking.
⊘ = not applicable to land use category.
○ = project sponsor can select these measures for land use category D, but will not receive points.

Land Use Category Totals

	A Retail	B Office	C Residential	D Other
Point Subtotal from Page 1:	14	15	14	2
Point Subtotal from Page 2:	11	9	9	1
Totals:	25	24	23	3

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Transportation Plan Schedule 2
EIR Mitigation Measure M-TR-5

Mitigation Measure M-TR-5: (*Dependent on approval of Proposed Project OR Project Variant)*

Proposed Project:

Mitigation Measure M-TR-5: Implement Measures to Reduce Transit Delay

Performance Standard. The project sponsor shall be responsible for implementing transportation demand management (TDM) measures to limit the number of project- generated vehicle trips during the p.m. peak hour to a maximum of 89 percent of the EIR- estimated values of each of the phases of project development (performance standard), as shown in the table below. The number of vehicle trips by phase to meet the above stated performance standard shall be included in the approved TDM Plan.

	Maximum P.M. Peak Hour Vehicle Trips	
Project Development Phase	**Phase Total**	**Running Total**
Phase 1	380	380
Phase 2	400	780
Phase 3	270	1,050
Phase 4	640	1,690
Phase 5	300	1,990
Phase 6	270	2,260

Monitoring and Reporting. Within one year of issuance of the project's first certificate of occupancy, the project sponsor shall retain a qualified transportation consultant approved by the SFMTA to begin monitoring daily and p.m. peak period (4 p.m. to 7 p.m.) vehicle trips in accordance with an SFMTA and San Francisco Planning Department agreed upon monitoring and reporting plan, which shall be included as a part of the approved TDM Plan. The vehicle data collection shall include counts of the number of vehicles entering and exiting the project site on internal streets at the site boundaries on 22nd, Illinois, and 23rd streets for three weekdays. The data for the three weekdays (Tuesday, Wednesday or Thursday) shall be averaged, and surveys shall be conducted within the same month annually. A document with the results of the annual vehicle counts shall be submitted to the Environmental Review Officer and the SFMTA for review within 30 days of the data collection, or with the project's annual TDM monitoring report as required by the TDM Plan (if the latter is preferable to Environmental Review Officer in consultation with the SFMTA).

The project sponsor shall begin submitting monitoring reports to the Planning Department 18 months following 75 percent occupancy of the first phase. Thereafter, annual monitoring reports shall be submitted (referred to as "reporting periods") until eight consecutive reporting periods show that the fully built project has met the performance standard, or until expiration of the project's development agreement, whichever is earlier.

If the City finds that the project exceeds the stated performance standard for any development phase, the project sponsor shall select and implement additional TDM measures in order to

reduce the number of project-generated vehicle trips to meet the performance standard for that development phase. These measures could include expansion of measures already included in the project's proposed TDM Plan (e.g., providing additional project shuttle routes to alternative destinations, increases in tailored transportation marketing services, etc.), other measures identified in the City's TDM Program Standards Appendix A (as such appendix may be amended by the Planning Department from time to time) that have not yet been included in the project's approved TDM Plan, or, at the project sponsor's discretion, other measures not included in the City's TDM Program Standards Appendix A that the City and the project sponsor agree are likely to reduce peak period driving trips.

For any development phase where additional TDM measures are required, the project sponsor shall have 30 months to demonstrate a reduction in vehicle trips to meet the performance standard. If the performance standard is not met within 30 months, the project sponsor shall submit to the Environmental Review Officer and the SFMTA a memorandum documenting proposed methods of enhancing the effectiveness of the TDM measures and/or additional feasible TDM measures that would be implemented by the project sponsor, along with annual monitoring of the project-generated vehicle trips to demonstrate their effectiveness in meeting the performance standard. The comprehensive monitoring and reporting program shall be terminated upon the earlier of (i) expiration of the project's development agreement, or (ii) eight consecutive reporting periods showing that the fully built project has met the performance standard. However, compliance reporting for the City's TDM Program shall continue to be required.

If the additional TDM measures do not achieve the performance standard, then the City shall impose additional measures to reduce vehicle trips as prescribed under the development agreement, which may include on-site or off-site capital improvements intended to reduce vehicle trips from the project. Capital measures may include, but are not limited to, peak period or all-day transit-only lanes (e.g., along 22nd Street), turn pockets, bus bulbs, queue jumps, turn restrictions, pre-paid boarding pass machines, and/or boarding islands, or other measures that support sustainable trip making.

The monitoring and reporting plan described above may be modified by the Environmental Review Officer in coordination with the SFMTA to account for transit route or transportation network changes, or major changes to the development program. The modification of the monitoring and reporting plan, however, shall not change the performance standard set forth in this mitigation measure.

Project Variant:

Mitigation Measure M-TR-5 (Variant): Implement Measures to Reduce Transit Delay

Performance Standard. The project sponsor shall be responsible for implementing transportation demand management (TDM) measures to limit the number of project- generated vehicle trips during the p.m. peak hour to a maximum of 89 percent of the EIR- estimated values of each of the phases of project development (performance standard), as shown in the table below. The number of vehicle trips by phase to meet the above stated performance standard shall be included in the approved TDM Plan.

Project Development Phase	Maximum P.M. Peak Hour Vehicle Trips			
	Project Variant		No PG&E Subarea Scenario	
	Phase Total	Running Total	Phase Total	Running Total
Phase 1	370	370	370	370
Phase 2	440	810	440	810
Phase 3	250	1,060	250	1,060
Phase 4	630	1,690	670	1,730
Phase 5	240	1,930	240	1,970
Phase 6	280	2,210	NA	NA

Monitoring and Reporting. Within one year of issuance of the project's first certificate of occupancy, the project sponsor shall retain a qualified transportation consultant approved by the SFMTA to begin monitoring daily and p.m. peak period (4 p.m. to 7 p.m.) vehicle trips in accordance with an SFMTA and San Francisco Planning Department agreed upon monitoring and reporting plan, which shall be included as a part of the approved TDM Plan. The vehicle data collection shall include counts of the number of vehicles entering and exiting the project site on internal streets at the site boundaries on 22nd, Illinois, and 23rd streets for three weekdays. The data for the three weekdays (Tuesday, Wednesday or Thursday) shall be averaged, and surveys shall be conducted within the same month annually. A document with the results of the annual vehicle counts shall be submitted to the Environmental Review Officer and the SFMTA for review within 30 days of the data collection, or with the project's annual TDM monitoring report as required by the TDM Plan (if the latter is preferable to Environmental Review Officer in consultation with the SFMTA).

The project sponsor shall begin submitting monitoring reports to the Planning Department 18 months following 75 percent occupancy of the first phase. Thereafter, annual monitoring reports shall be submitted (referred to as "reporting periods") until eight consecutive reporting periods show that the fully built project has met the performance standard, or until expiration of the project's development agreement, whichever is earlier.

If the City finds that the project exceeds the stated performance standard for any development phase, the project sponsor shall select and implement additional TDM measures in order to reduce the number of project-generated vehicle trips to meet the performance standard for that development phase. These measures could include expansion of measures already included in the project's proposed TDM Plan (e.g., providing additional project shuttle routes to alternative destinations, increases in tailored transportation marketing services, etc.), other measures identified in the City's TDM Program Standards Appendix A (as such appendix may be amended by the Planning Department from time to time) that have not yet been included in the project's approved TDM Plan, or, at the project sponsor's discretion, other measures not included in the City's TDM Program Standards Appendix A that the City and the project sponsor agree are likely to reduce peak period driving trips.

For any development phase where additional TDM measures are required, the project sponsor shall have 30 months to demonstrate a reduction in vehicle trips to meet the performance

standard. If the performance standard is not met within 30 months, the project sponsor shall submit to the Environmental Review Officer and the SFMTA a memorandum documenting proposed methods of enhancing the effectiveness of the TDM measures and/or additional feasible TDM measures that would be implemented by the project sponsor, along with annual monitoring of the project-generated vehicle trips to demonstrate their effectiveness in meeting the performance standard. The comprehensive monitoring and reporting program shall be terminated upon the earlier of (i) expiration of the project's development agreement, or (ii) eight consecutive reporting periods showing that the fully built project has met the performance standard. However, compliance reporting for the City's TDM Program shall continue to be required.

If the additional TDM measures do not achieve the performance standard, then the City shall impose additional measures to reduce vehicle trips as prescribed under the development agreement, which may include on-site or off-site capital improvements intended to reduce vehicle trips from the project. Capital measures may include, but are not limited to, peak period or all-day transit-only lanes (e.g., along 22nd Street), turn pockets, bus bulbs, queue jumps, turn restrictions, pre-paid boarding pass machines, and/or boarding islands, or other measures that support sustainable trip making.

The monitoring and reporting plan described above may be modified by the Environmental Review Officer in coordination with the SFMTA to account for transit route or transportation network changes, or major changes to the development program. The modification of the monitoring and reporting plan, however, shall not change the performance standard set forth in this mitigation measure.

Exhibit J
MMRP

MITIGATION MONITORING AND REPORTING PROGRAM

Section 1: Contents of MMRP

This Mitigation Monitoring and Reporting Program (MMRP) for the Potrero Power Station Mixed Use Development project consists of two separate tables:

- **Table A**, Mitigation Measures Adopted as Conditions of Approval for the Proposed Project and Project Variant, and
- **Table B**, Improvement Measures Adopted as Conditions of Approval for the Proposed Project and Project Variant.

The tables provide the following information: the environmental issue areas for which mitigation or improvement measures are identified; the required measure(s); the timeframe for implementing, monitoring, and reporting on the measure(s); the responsible implementing, monitoring and reporting parties; and the actions needed to verify compliance/completion of the measure(s).

The Final EIR[1] for this project describes and analyzes two variations of the project at an equal level of detail— referred to as the "proposed project" and the "project variant." Therefore, Tables A and B serve as the MMRP for both the proposed project and project variant. Unless otherwise noted, all mitigation and improvement measures in Tables A and B apply to both the proposed project and project variant. In four measures in Table A only, the table distinguishes between measures that would be unique to the proposed project and project variant with distinct sub-titles.

Section 2: Implementation and Enforcement of Measures

This MMRP includes all mitigation measures identified in the Final EIR that would lessen the severity of significant adverse impacts and are required to be implemented as conditions of project approval. In addition, this MMRP includes improvement measures, which were identified in the Final EIR as feasible measures that would lessen the severity of less-than-significant impacts, and the project sponsor has agreed to implement all improvement measures as conditions of project approval.

The MMRP tables identify the mitigation schedule and the parties responsible for implementing, monitoring and reporting on the implementation of the measures, as listed in Tables A and B.

[1] City and County of San Francisco, *Potrero Power Station Mixed-Use Development Project Final EIR,* San Francisco Planning Department Case No. 2017-011878ENV, State Clearinghouse No. 2017112005, December 11, 2019.

As the CEQA lead agency for the project, the City of San Francisco is principally responsible for MMRP monitoring and enforcement. In addition, as provided in CEQA Guidelines section 15097(a), the City may delegate MMRP monitoring responsibilities to other public agencies; either working with other local governments through their permitting or regulatory authorities, or through memoranda of understanding that the City enters into with other entities. Accordingly, the MMRP identifies specific departments within the City, including the San Francisco Municipal Transportation Agency (SFMTA), the San Francisco Public Utilities Commission (SFPUC), the San Francisco Department of Building Inspection, the San Francisco Public Works, the San Francisco Planning Department, the San Francisco Entertainment Commission, or other public agencies such as the San Francisco Bay Regional Water Quality Control Board, and the Bay Area Air Quality Management District (BAAQMD) where such delegation is known or anticipated.

If any mitigation and improvement measures are not implemented as required, the City may, in conjunction with other entities listed above, pursue corrective actions including, but not limited to, the following: (1) a written notification and request for compliance; (2) withholding of permits; (3) administrative fines; (4) a stop-work order; (5) criminal prosecution and/or administrative fines; (6) forfeiture of security bonds or other guarantees; and (7) revocation of permits or other entitlements.

Section 3: Changes to Mitigation Measures

Any substantive change in the MMRP made by City staff shall be reported in writing to the Environmental Review Officer (ERO). City staff may modify or substitute mitigation measures subject to one of the following findings, documented by substantial evidence:

a. The mitigation measure included in the Final EIR and the MMRP is no longer required because the significant environmental impact identified in the Final EIR has been found not to exist, or to occur at a level which makes the impact less than significant as a result of changes in the project, changes in conditions of the environment, or other factors.

OR

b. The modified or substitute mitigation measure either provides corrections to text without any substantive change in the intention or meaning of the original mitigation measure, or provides a level of environmental protection equal to or greater than that afforded by the mitigation measure included in the Final EIR and the MMRP; and

   The modified or substitute mitigation measures do not have significant adverse effects on the environment in addition to or greater than those which were considered by the relevant agencies in their decisions on the Final EIR and the proposed project or project variant; and

   The modified or substitute mitigation measures are feasible, and the City, through measures included in the MMRP or other City procedures, can ensure their implementation.

Documentation supporting the findings involving modifications to mitigation measures shall be maintained in the project file with the MMRP and shall be made available to the public upon request.

List of Abbreviations

ADRP	Archeological Data Recovery Program
AMP	Archeological Monitoring Program
ATP	Archeological Testing Program
BAAQMD	Bay Area Air Quality Management District
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
D for D	Design for Development
dBA	A-weighted decibel
ERO	Environmental Review Officer
HABS	Historic American Building Survey
HAER	Historic American Engineering Record
MMRP	Mitigation Monitoring and Reporting Program
MOU	Memorandum of Understanding
NA	Not Applicable
NAHC	Native American Heritage Commission
NOx	oxides of nitrogen
PDR	Production, Distribution and Repair
PPV	peak particle velocity
R&D	Research and Development
RMS	root mean square
ROG	reactive organic gases
SEL	sound exposure level
SFMTA	San Francisco Municipal Transportation Agency
SF Public Works	San Francisco Department of Public Works
SUD	Special Use District
TACs	toxic air contaminants
TDM	Transportation Demand Management
U.S. EPA	United States Environmental Protection Agency
$\mu g/m^3$	microgram per cubic meter
VOC	volatile organic compounds

TABLE A
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.D Historic Architectural Resources				
Mitigation Measure M-CR-5a: Documentation Before any demolition or rehabilitation activities within the project site, the project sponsor shall retain a professional who meets the Secretary of the Interior's Professional Qualification Standards for Architectural History to prepare written and photographic documentation of Station A, the Compressor House, the Meter House, the Gate House, the Boiler Stack, and Unit 3. The documentation shall be prepared based on the National Park Service's Historic American Building Survey (HABS)/Historic American Engineering Record (HAER) Historical Report Guidelines. The HABS/HAER package shall jointly document the Third Street Industrial District contributors and individually eligible resources to be demolished or otherwise adversely affected. This type of documentation is based on a combination of both HABS/HAER standards and National Park Service's policy for photographic documentation, as outlined in the National Register and National Historic Landmarks Survey Photo Policy Expansion. The documentation shall be scoped and approved by Planning Department Preservation staff and will include the following: • *Measured Drawings:* A set of measured drawings that depict the existing size, scale, and dimension of Station A, the Compressor House, the Meter House, the Gate House, and the Unit 3 Power Block. Planning Department Preservation staff will accept the original architectural drawings or an as-built set of architectural drawings (plan, section, elevation, etc.). Planning Department Preservation staff will assist the consultant in determining the appropriate level of measured drawings; *HABS-Level Photography:* Either HABS standard large-format or digital photography shall be used. The scope of the photographs shall be reviewed by Planning Department Preservation staff for concurrence. All digital photography shall be conducted according to the latest National Park Service standards. The photography shall be undertaken by a qualified professional with demonstrated experience in HABS photography. Photograph views for the dataset shall include (a) contextual views; (b) views of each side of each building and interior views; (c) oblique views of the buildings; and (d) detail views of character-defining features, including features on the interior. All views shall be referenced on a photographic key. This photographic key shall be on a map of the property and shall show the photograph number with an arrow to indicate the direction of the view. Historical photographs shall also be collected, reproduced, and included in the dataset; and • *HABS Historical Report:* A written historical narrative and report, per HABS Historical Report Guidelines. • *Print-On-Demand Book*: A Print On Demand softcover book will be produced that includes the content of the HABS historical report, historical photographs, HABS-level photography, measured drawings and field notes. The project sponsor shall transmit such documentation to the San Francisco Planning Department, the Port of San Francisco, and to repositories including the History Room of the San Francisco	Project sponsor and qualified historic preservation professional who meets the standards for history, architectural history, or architecture (as appropriate), as set forth by the *Secretary of the Interior's Professional Qualification Standards* (36 Code of Federal Regulations, Part 61)	Prior to the issuance of a site permit, demolition permit, or any other permit from the Department of Building Inspection in connection with Station A, the Compressor House, the Meter House, the Gate House, the Boiler Stack, and Unit 3	Planning Department Preservation Technical Specialist to review and approve HABS/ HAER documentation	Considered complete upon submittal of final HABS/HAER documentation to the Preservation Technical Specialist and determination from the Preservation Technical Specialist that documentation is complete

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.D Historic Architectural Resources (cont.)				
Public Library, San Francisco Heritage, Internet Archive, the California Historical Society, the Potrero Hill Archives Project, and the Northwest Information Center of the California Historical Information Resource System. All documentation will be reviewed and approved by the San Francisco Planning Department's Preservation staff prior to granting any demolition or site permit.				
Mitigation Measure M-CR-5b: Video Recordation Prior to any demolition or substantial alteration of an individual historical resource or contributor to a historic district on the project site, the project sponsor shall retain a qualified professional to undertake video documentation of the affected historical resource and its setting. The documentation shall be conducted by a professional videographer with experience recording architectural resources. The professional videographer shall provide a storyboard of the proposed video recordation for review and approval by Planning Department preservation staff. The documentation shall be narrated by a qualified professional who meets the standards for history, architectural history, or architecture (as appropriate), as set forth by the Secretary of the Interior's Professional Qualification Standards (36 Code of Federal Regulations, Part 61). The documentation shall include as much information as possible—using visuals in combination with narration—about the materials, construction methods, current condition, historical use, and historic context of the historic resources. Archival copies of the video documentation shall be submitted to the Planning Department, and to repositories including: the San Francisco Planning Department, the Port of San Francisco, the San Francisco Public Library, San Francisco Heritage, Prelinger Archives, the California Historical Society, the Potrero Hill Archives Project, and the Northwest Information Center of the California Historical Information Resource System. This mitigation measure would supplement the traditional HABS documentation, and would enhance the collection of reference materials that would be available to the public and inform future research. The video documentation shall be reviewed and approved by the San Francisco Planning Department's preservation staff prior to issuance of a demolition permit or site permit or issuance of any Building Permits for the project.	Project sponsor, professional videographer, and qualified narrator who meets the standards for history, architectural history, or architecture (as appropriate), as set forth by the *Secretary of the Interior's Professional Qualification Standards* (36 Code of Federal Regulations, Part 61)	Prior to the issuance of a site permit, demolition permit, or any other permit from the Department of Building Inspection in connection with Station A, the Compressor House, the Meter House, the Gate House, the Boiler Stack, and Unit 3, or other contributor to a historic district	Planning Department Preservation Technical Specialist	Considered complete upon submittal of final video documentation to the Preservation Technical Specialist and determination from the Preservation Technical Specialist that documentation is complete
Mitigation Measure M-CR-5c: Public Interpretation and Salvage Prior to any demolition or rehabilitation activities that would remove character-defining features of an individual historical resource or contributor to a historic district on the project site, the project sponsor shall consult with planning department preservation staff as to whether any such features may be salvaged, in whole or in part, during demolition/alteration. The project sponsor shall make a good faith effort to salvage materials of historical interest to be utilized as part of the interpretative program. This could include reuse of the Greek Revival façade of the Machine Shop Office, Gate House or a portion of the Unit 3 Power Block. Following any demolition or rehabilitation activities within the project site, the project sponsor shall provide within publicly accessible areas of the project site a permanent display(s) of interpretive materials concerning the history and architectural features of the individual historical resources	Project sponsor, qualified architectural historian or historian who meets the Secretary of the *Interior's Professional Qualification Standards*, and an exhibit designer or landscape architect with historical interpretation design experience.	Adequacy of collection confirmed by the Planning Department Preservation Technical Specialist prior to demolition or rehabilitation activities. Interpretative display to be installed prior to the issuance of a Certificate of Occupancy	Planning Department Preservation Technical Specialist to review and approve salvaged material and interpretive display	Considered complete upon installation of display

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.D Historic Architectural Resources (cont.)				
and Third Street Industrial District. The content of the interpretive display(s) shall be coordinated and consistent with the site-wide interpretive plan prepared in coordination with planning department preservation staff, and may include the display of salvaged features recovered through the process described above. The specific location, media, and other characteristics of such interpretive display(s) shall be presented to planning department preservation staff for review prior to any demolition or removal activities. The historic interpretation plan shall be prepared in coordination with an architectural historian or historian who meets the Secretary of the Interior's Professional Qualification Standards and an exhibit designer or landscape architect with historical interpretation design experience. As feasible, coordination with local artists should occur. Interpretive display(s) shall document both the Third Street Industrial District and individually eligible resources to be demolished or rehabilitated. The interpretative program should also coordinate with other interpretative displays currently proposed along the Bay, specifically at Pier 70, those along the Blue Greenway, and others in the general vicinity. The interpretative plan should also explore contributing to digital platforms that are publicly accessible. A proposal describing the general parameters of the interpretive program shall be approved by planning department preservation staff prior to issuance of a site permit. The substance, media and other elements of such interpretive display shall be approved by planning department preservation staff prior to issuance of a Temporary Certificate of Occupancy.				
Mitigation Measure M-CR-5d: Rehabilitation of the Boiler Stack Prior to the issuing of building permits associated with modifications to the exterior of the Boiler Stack, planning department preservation staff shall review the proposed design and confirm that it conforms to the Secretary of the Interior's Standards for Rehabilitation and the Design for Development standards and guidelines.	Project sponsor and qualified architectural historian who meets the *Secretary of Interior's Professional Qualification Standards* (36 Code of Federal Regulations Part 61	Prior to the issuance of a site permit, demolition permit, or any other permit from the Department of Building Inspection in connection with the Boiler Stack	Planning Department Preservation Technical Specialist to review and approve design	Considered complete upon design approval from the Preservation Technical Specialist
Mitigation Measure M-CR-5e: (*Dependent on approval of Proposed Project OR Project Variant)* ***Proposed Project:*** **Mitigation Measure M-CR-5e: Historic Preservation Plan and Review Process for Alteration of the Boiler Stack** Prior to the approval of the first building permit for construction of Phase 1, a historic preservation plan establishing protective measures shall be prepared and implemented to aid in preserving and protecting the Boiler Stack, which would be retained as part of the project. The historic preservation plan shall be prepared by a qualified architectural historian who meets the Secretary of Interior's Professional Qualification Standards (36 Code of Federal Regulations Part 61). The plan shall establish measures to protect the	Project sponsor and a qualified architectural historian who meets the *Secretary of Interior's Professional Qualification Standards* (36 Code of Federal Regulations Part 61	Construction specifications to be developed prior to the issuance of a site permit, demolition permit, or any other permit from the Department of Building Inspection in connection with the Boiler Stack	Planning Department Preservation Technical Specialist to review and approve preservation and protection plan, specifications, monitoring schedule, and other supporting documents	Considered complete upon acceptance by Planning Department of construction specifications to avoid damage to the Boiler Stack

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.D Historic Architectural Resources (cont.)				
retained character-defining features during construction of the project, such as avoiding construction equipment inadvertently coming in contact with the Boiler Stack, to minimize construction-related damage to the Boiler Stack, and to ensure that any such damage is documented and repaired. If deemed necessary upon further condition assessment of the resource, the plan shall include stabilization of the Boiler Stack prior to construction to prevent deterioration or damage. Where pile driving and other construction activities involving the use of heavy equipment would occur in proximity to the Boiler Stack, the project sponsor shall undertake a vibration monitoring program as described in Mitigation Measure M-NO-4a, including establishing a maximum vibration level that shall not be exceeded based on existing conditions, character-defining features, soils conditions, and anticipated construction practices in use at the time. The project sponsor shall ensure that the contractor follows these plans. The preservation and protection plan, specifications, monitoring schedule, and other supporting documents shall be incorporated into the building or site permit application plan sets. The documentation shall be reviewed and approved by Planning Department Preservation staff.				
Project Variant: **Mitigation Measure M-CR-5e (Variant): Historic Preservation Plan and Review Process for Alteration of Station A and the Boiler Stack** Prior to the approval of the first building permit for construction of Phase 1, a historic preservation plan establishing protective measures shall be prepared and implemented to aid in preserving and protecting portions of Station A and the Boiler Stack, which would be retained as part of the project. The historic preservation plan shall be prepared by a qualified architectural historian who meets the Secretary of Interior's Professional Qualification Standards (36 Code of Federal Regulations Part 61). The plan shall establish measures to protect the retained character-defining features during construction of the project, such as avoiding construction equipment inadvertently coming in contact with Station A and the Boiler Stack, to minimize construction-related damage to Station A and the Boiler Stack, and to ensure that any such damage is documented and repaired. If deemed necessary upon further condition assessment of the resource, the plan shall include stabilization of Station A and the Boiler Stack prior to construction to prevent deterioration or damage. Where pile driving and other construction activities involving the use of heavy equipment would occur in proximity to Station A and the Boiler Stack, the project sponsor shall undertake a vibration monitoring program as described in Mitigation Measure M-NO-4a, including establishing a maximum vibration level that shall not be exceeded based on existing conditions, character-defining features, soils conditions, and anticipated construction practices in use at the time. The project sponsor shall ensure that the contractor follows these plans. The preservation and protection plan, specifications, monitoring schedule, and other supporting documents shall be incorporated into the building or site permit application plan sets. The documentation shall be reviewed and approved by Planning Department Preservation staff.	Project sponsor and a qualified architectural historian who meets the *Secretary of Interior's Professional Qualification Standards* (36 Code of Federal Regulations Part 61	Construction specifications to be developed prior to the issuance of a site permit, demolition permit, or any other permit from the Department of Building Inspection in connection with Station A and the Boiler Stack	Planning Department Preservation Technical Specialist to review and approve preservation and protection plan, specifications, monitoring schedule, and other supporting documents	Considered complete upon acceptance by Planning Department of construction specifications to avoid damage to Station A and the Boiler Stack

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

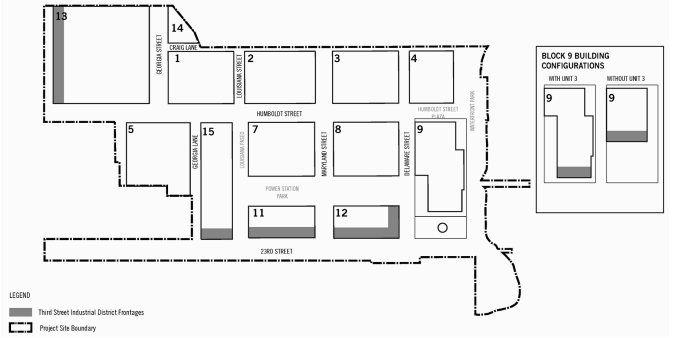
Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.D Historic Architectural Resources (cont.)				
Mitigation Measure M-CR-6: Design Controls for New Construction The Special Use District (SUD) and Design for Development (D for D) shall contain design standards and guidelines that ensure that new construction and site development within the SUD shall be compatible with the character of the Third Street Industrial District. Beyond the site-wide standards and guidelines developed for open space, buildings, and streetscapes in the D for D, the D for D shall contain design controls for the Third Street Industrial District, as outlined below (see site-wide design controls below). Additional design standards shall apply to the western façades of new buildings fronting Illinois Street, the southern façades of new buildings fronting 23rd Street, and the eastern and/or southern façades of new buildings fronting the Boiler Stack (see block and frontage-specific design controls below and **Figure M-CR-6**, **Site Frontages Subject to Design Controls**). These façades would all face contributors to the Third Street Industrial District. The additional design standards that shall apply specifically to those frontages are included below.  **Figure M-CR-6** Site Frontages Subject to Design Controls These design controls in the D for D shall be compatible with the Secretary of the Interior Standards for Rehabilitation, Standard 9. Standard 9 states that new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the integrity of the historic district and its environment.	Project sponsor and a qualified architectural historian	Review of new construction plans prior to the issuance of building permits	Planning Department and Planning Department staff and Preservation Technical Specialist to review and approve design	Considered complete upon design approval from the Planning Department Preservation staff

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.D Historic Architectural Resources (cont.)				
Review Process New construction in the Special Use District will be subject to administrative design review prior to the issuing of building permits. Planning staff along with Preservation staff will review new projects to ensure compatibility with the Third Street Industrial District as determined in the above standards and guidelines and identified in the D for D. The D for D shall contain the following Third Street Industrial District Frontage Design Controls: • *Block and Frontage-Specific Design Controls Ground Floor Height for Blocks 11, 12, and 13: For Ground Floor of Blocks 11 and 12 facing 23rd Street Sugar Warehouses and Block 13 facing American Industrial Center all ground floor spaces shall have a minimum floor-to-floor height of 15 feet as measured from grade.* • *Height + Massing along 23rd and Illinois street frontages. In order for 23rd and Illinois streets to appear balanced on either side, new construction shall respect existing heights of contributors to the Third Street Industrial District by referencing their heights with an upper level 10-foot setback at approximately 65 feet.* • *Awnings on Blocks 10, 11, 12, and 13. An awning shall be provided on the southern facades of Blocks 10, 11, and 12 that face 23rd Street at a height of 15 to 25 feet above sidewalk grade to reference the industrial awning at the westernmost Sugar Refinery Warehouse. Awnings at this location may project up to 15 feet into the public realm. Should the southern façade of Station A be retained, an awning on Block 10 would not be required. For Block 13 frontages facing Illinois Street, canopies and awnings should only be located at the retail land use at the corner of Illinois and 22nd streets.* The character, design and materials used for such awnings shall be industrial in character and design, suggestions are the following: – They should be flat or pitched, and should not be arched. The functional supporting structure and/or tieback rods should be clearly read [i.e., remain apparent to the observer]. – Materials used for canopies and awnings should be utilitarian. Suggested materials include wood, standing seam or louvered metal panels, and corrugated metal. • *Openings along 23rd and Illinois street frontages*. To the extent allowed by the Department of Public Health, large doors, such as sliding or roll-up doors that facilitate the movement of people, equipment, and goods in and out of the ground floor of new construction on Blocks 10-13 shall be incorporated along 23rd Street and Illinois Street. • *Special Corners on Block 12*. To frame the view of the iconic Boiler Stack, the northeast corner of Block 12 should include the use of high quality materials, such as brick, concrete, copper, steel, glass, and wood, and in addition shall include:				

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.D Historic Architectural Resources (cont.)				
– Volumetric shaping of the area of a building within 15-feet of the northeastern corner of Block 12 with architectural treatments including but not limited to chamfers, round edges, setbacks, and/or protrusions to highlight views or relate to the shape of the Boiler Stack from the public realm.				
• *Special Corners Block 9 without Unit 3*. To create an open and inviting entrance to Waterfront Park and Stack Plaza from Delaware Street and Power Station Park, the southwest corner of Block 9 without Unit 3 should use high-quality materials, such as brick, concrete, copper, steel, glass, and wood, and in addition shall include:				
– Volumetric shaping of any building in the area within 15-feet of the southwest corner of Block 9 with architectural treatments including but not limited to chamfers, round edges, setbacks, and/or protrusions to highlight views or relate to the shape of the Boiler Stack from the public realm.				
• *Block 9 without Unit 3*. For deference to the historic Stack, and to create more physical space between the Stack and new construction, the building of Block 9 without Unit 3 shall be designed such that the overall bulk is reduced by at least 10 percent from the maximum permitted floor area, with a focus along the southern façade of the new building, facing the Stack. A potential distribution of bulk reduction, for example, could result in an 8 percent reduction along the southern façade with a 2 percent reduction elsewhere.				
The building should interact meaningfully with the Boiler Stack, such as referencing the existing relationship between it and Unit 3 (i.e., the simple, iconic form of the Boiler Stack in contrast to the highly complex, detailed form of the Unit 3 Power Block). Retain the existing exhaust infrastructure connecting the Unit 3 Power Block with the Boiler Stack and incorporating it into the new structure as feasible. Consider preserving other elements of the Unit 3 Power Block, such as portions of the steel gridded frame structure, in new construction.				
• *Architectural Features on Blocks 10, 11, 12, and 13*. Regularly-spaced structural bays should be expressed on the exterior of the lower massing through the use of rectangular columns or pilasters, which reference the rhythm of loading docks on the Western Sugar Refinery Warehouses and American Industrial Center. Bay widths shall be no larger than 30 feet on center.				
Architectural features such as cornice lines, belt courses, architectural trim, or change in materiality or color should be incorporated into the building design to reference heights and massing of the Western Sugar Refinery Warehouses on 23rd Street and American Industrial Center on Illinois Street at areas of the façade that are not required to be set back.				
• *Third Street District Fenestration*. Operable windows shall be single or double hung wood sash, or awning, pivot, or other industrial style steel or aluminum fenestration. Casement windows shall be avoided at lower building massing. Divided lite windows are appropriate.				
Ground level glazing shall incorporate transom windows if not utilizing roll up or full height sliding doors.				

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.D Historic Architectural Resources (cont.)				
Upper level glazing shall consist of regular repeated punched openings with divided lites. Punched openings shall be rectangular in proportion; an exception is the use of segmentally arched openings if the building material is brick. • *Third Street District Building Rooftops*. Rooftops shall reflect the historic industrial character of the district and include flat, monitor, or shallow shed roofs. Gable or hipped roofs shall be avoided as primary features. ***The D for D shall contain the following Site Wide Design Controls:*** • *Recommended Materials.* Recommended materials should be incorporated into building design. Recommended materials include brick, concrete, copper, steel, glass, smooth stucco and wood. Avoid using veneer masonry panels except as described in the Depth of Façade, below. Avoid using smooth, flat, or minimally detailed glass curtain walls; highly reflective glass; coarse-sand finished stucco as a primary siding material; bamboo wood siding as a primary siding material; laminated timber panels; or black and dark materials should not be used as a predominate material. Where metal is used, selection should favor metals with naturally occurring patina such as copper, steel, or zinc. Metals should be matte in finish. Where shiny materials are used, they should be accent elements rather than dominant materials, and are generally not encouraged. • *Depth of Façade*. The façade should be designed to create a sense of durability and substantiality, and to avoid a thin or veneer-like appearance. Full brick or masonry is a preferred material. If thin brick or masonry or panel systems are used, these materials should read as having a volumetric legibility that is appropriate to their thickness. For example, masonry should turn the corner at a depth that is consistent with the typical depth of a brick. Windows and other openings are an opportunity to reinforce the volumetric legibility of the façade, with an appropriate depth that relates to the material selected. For example, the depth of the building frame to the glazing should be sufficiently deep to convey a substantial exterior wall, and materials should turn the corner into a window reveal. • *Quality and Durability*. Exterior finishes should have the qualities of permanence and durability found in similar contextual building materials used on neighboring sites and in the Central Waterfront. Materials should be low-maintenance, well suited to the specific maritime microclimate of the neighborhood, and able to naturally weather over time without extensive maintenance and upkeep. Materials characteristic of the surrounding context, such as brick, concrete, stone, wood, and glass, and, are envisioned on site and are good candidates to meet durability needs. ***The D for D shall contain the following Street and Open Spaces Design Controls:*** • *Stack Plaza*. No more than one-third of the area within 45 feet of the Boiler Stack shall be planted. Paving and hardscape elements shall incorporate industrial elements and materials into the design. Design elements should use simple geometric forms, regular or repeating paving patterns and utilitarian materials such as simple masonry pavers or salvaged masonry units if feasible and safe for public use.				

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.D Historic Architectural Resources (cont.)				
Stack Plaza design elements, such as planters and native planting, should be kept low to the ground to complement and not distract from the Boiler Stack. Surfaces should not be designed with elaborately applied patterns. Any patterning should be the pragmatic result of the use of unit pavers or concrete score joints. • *23rd Street Streetscape*. The streetscape design of 23rd Street should balance the historic utilitarian character of the Third Street Industrial District with welcoming design gestures for this important entrance to the Potrero Power Station development. To that end, the following guidelines shall be followed: – Landscape elements should feel additive to the industrial streetscape. Examples include potted or otherwise designed raised beds of plants and trees that are placed onto paved surfaces; small tree wells within paved surfaces; green walls; and raised or lowered beds edged with industrial materials such as brick, low granite curbs, or steel. – Tree planting locations should be irregularly spaced or placed in small groupings along the street, in contrast with standard Better Street Plan requirements, in order to provide better compatibility with the historic district. – A tree and vegetation palette should be used that does not detract from the industrial character. Green walls, planter boxes, and vegetation should be considered rather than trees for storm water management. – Public art installations, such as murals, are encouraged. • *Transit Bus Shelter.* The bus shelter should be utilitarian in materiality and design to reflect the industrial nature of the nearby Western Sugar Refinery Warehouse buildings. The bus shelter shall be coordinated with the building design on Block 12. *23rd Street and Illinois Paving*. Sidewalk paving at 23rd Street and Illinois Street should be more industrial in character compared to sidewalk paving at other portions of the site. Consider varying sidewalk concrete score joint patterns or pavers from block to block. Design must be reviewed and approved by San Francisco Public Works and San Francisco Municipal Transportation Agency as part of the Street Improvement Plans. • *23rd Street Transit Island Paving*. Pavement at the transit boarding island should incorporate concrete or stone pavers or enhanced cast-in-place concrete with smaller scale joint patterns for a more refined appearance. Integral color and decorative aggregates may be selected for aesthetic quality and shall meet accessible design requirements for slip-resistance. Design must be reviewed and approved by San Francisco Public Works and San Francisco Municipal Transportation Agency as part of the Street Improvement Plans. • *Signage*. Tenant signage facing contributing buildings to the Third Street Industrial District should be utilitarian in design and materiality to reflect the adjacent historic resources and strengthen the 23rd Street streetscape. Backlit signage should be avoided.				

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

<table>
<tr><th>Mitigation Measure</th><th>Responsibility for Implementation</th><th>Mitigation Schedule</th><th>Monitoring/ Reporting Responsibility</th><th>Monitoring Actions/ Schedule and Verification of Compliance</th></tr>
<tr><td colspan="5">EIR Section 4.E Transportation and Circulation</td></tr>
<tr><td>
Mitigation Measure M-TR-5: (Dependent on approval of Proposed Project OR Project Variant)
Proposed Project:
Mitigation Measure M-TR-5: Implement Measures to Reduce Transit Delay
Performance Standard. The project sponsor shall be responsible for implementing transportation demand management (TDM) measures to limit the number of project-generated vehicle trips during the p.m. peak hour to a maximum of 89 percent of the EIR-estimated values of each of the phases of project development (performance standard), as shown in the table below. The number of vehicle trips by phase to meet the above stated performance standard shall be included in the approved TDM Plan.
<table>
<tr><th rowspan="2">Project Development Phase</th><th colspan="2">Maximum P.M. Peak Hour Vehicle Trips</th></tr>
<tr><th>Phase Total</th><th>Running Total</th></tr>
<tr><td>Phase 1</td><td>380</td><td>380</td></tr>
<tr><td>Phase 2</td><td>400</td><td>780</td></tr>
<tr><td>Phase 3</td><td>270</td><td>1,050</td></tr>
<tr><td>Phase 4</td><td>640</td><td>1,690</td></tr>
<tr><td>Phase 5</td><td>300</td><td>1,990</td></tr>
<tr><td>Phase 6</td><td>270</td><td>2,260</td></tr>
</table>
Monitoring and Reporting. Within one year of issuance of the project's first certificate of occupancy, the project sponsor shall retain a qualified transportation consultant approved by the SFMTA to begin monitoring daily and p.m. peak period (4 p.m. to 7 p.m.) vehicle trips in accordance with an SFMTA and San Francisco Planning Department agreed upon monitoring and reporting plan, which shall be included as a part of the approved TDM Plan. The vehicle data collection shall include counts of the number of vehicles entering and exiting the project site on internal streets at the site boundaries on 22nd, Illinois, and 23rd streets for three weekdays. The data for the three weekdays (Tuesday, Wednesday or Thursday) shall be averaged, and surveys shall be conducted within the same month annually. A document with the results of the annual vehicle counts shall be submitted to the Environmental Review Officer and the SFMTA for review within 30 days of the data collection, or with the project's annual TDM monitoring report as required by the TDM Plan (if the latter is preferable to Environmental Review Officer in consultation with the SFMTA).
</td><td>Project sponsor, a qualified transportation consultant approved by the SFMTA</td><td>Within one year of issuance of the project's first certificate of occupancy: the first monitoring of daily and p.m. peak period (4 p.m. to 7 p.m.) vehicle trips in accordance with an SFMTA and San Francisco Planning Department agreed upon monitoring and reporting plan.

Ongoing: A document with the results of the annual vehicle counts shall be submitted to the Environmental Review Officer and the SFMTA for review within 30 days of the data collection, or with the project's annual TDM monitoring report as required by the TDM Plan (if the latter is preferable to ERO in consultation with the SFMTA).</td><td>Planning Department staff and SFMTA</td><td>Considered complete when eight consecutive reporting periods show that the fully built project has met the performance standard, or until expiration of the project's development agreement, whichever is earlier.</td></tr>
</table>

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.E Transportation and Circulation (cont.)				
The project sponsor shall begin submitting monitoring reports to the Planning Department 18 months following 75 percent occupancy of the first phase. Thereafter, annual monitoring reports shall be submitted (referred to as "reporting periods") until eight consecutive reporting periods show that the fully built project has met the performance standard, or until expiration of the project's development agreement, whichever is earlier. If the City finds that the project exceeds the stated performance standard for any development phase, the project sponsor shall select and implement additional TDM measures in order to reduce the number of project-generated vehicle trips to meet the performance standard for that development phase. These measures could include expansion of measures already included in the project's proposed TDM Plan (e.g., providing additional project shuttle routes to alternative destinations, increases in tailored transportation marketing services, etc.), other measures identified in the City's TDM Program Standards Appendix A (as such appendix may be amended by the Planning Department from time to time) that have not yet been included in the project's approved TDM Plan, or, at the project sponsor's discretion, other measures not included in the City's TDM Program Standards Appendix A that the City and the project sponsor agree are likely to reduce peak period driving trips. For any development phase where additional TDM measures are required, the project sponsor shall have 30 months to demonstrate a reduction in vehicle trips to meet the performance standard. If the performance standard is not met within 30 months, the project sponsor shall submit to the Environmental Review Officer and the SFMTA a memorandum documenting proposed methods of enhancing the effectiveness of the TDM measures and/or additional feasible TDM measures that would be implemented by the project sponsor, along with annual monitoring of the project-generated vehicle trips to demonstrate their effectiveness in meeting the performance standard. The comprehensive monitoring and reporting program shall be terminated upon the earlier of (i) expiration of the project's development agreement, or (ii) eight consecutive reporting periods showing that the fully built project has met the performance standard. However, compliance reporting for the City's TDM Program shall continue to be required. If the additional TDM measures do not achieve the performance standard, then the City shall impose additional measures to reduce vehicle trips as prescribed under the development agreement, which may include on-site or off-site capital improvements intended to reduce vehicle trips from the project. Capital measures may include, but are not limited to, peak period or all-day transit-only lanes (e.g., along 22nd Street), turn pockets, bus bulbs, queue jumps, turn restrictions, pre-paid boarding pass machines, and/or boarding islands, or other measures that support sustainable trip making. The monitoring and reporting plan described above may be modified by the Environmental Review Officer in coordination with the SFMTA to account for transit route or transportation network changes, or major changes to the development program. The modification of the monitoring and reporting plan, however, shall not change the performance standard set forth in this mitigation measure.				

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

<table>
<tr><th>Mitigation Measure</th><th>Responsibility for Implementation</th><th>Mitigation Schedule</th><th>Monitoring/ Reporting Responsibility</th><th>Monitoring Actions/ Schedule and Verification of Compliance</th></tr>
<tr><td colspan="5">EIR Section 4.E Transportation and Circulation (cont.)</td></tr>
<tr><td>
Project Variant:
Mitigation Measure M-TR-5 (Variant): Implement Measures to Reduce Transit Delay
Performance Standard. The project sponsor shall be responsible for implementing transportation demand management (TDM) measures to limit the number of project-generated vehicle trips during the p.m. peak hour to a maximum of 89 percent of the EIR-estimated values of each of the phases of project development (performance standard), as shown in the table below. The number of vehicle trips by phase to meet the above stated performance standard shall be included in the approved TDM Plan.
<table>
<tr><th rowspan="3">Project Development Phase</th><th colspan="4">Maximum P.M. Peak Hour Vehicle Trips</th></tr>
<tr><th colspan="2">Project Variant</th><th colspan="2">No PG&E Subarea Scenario</th></tr>
<tr><th>Phase Total</th><th>Running Total</th><th>Phase Total</th><th>Running Total</th></tr>
<tr><td>Phase 1</td><td>370</td><td>370</td><td>370</td><td>370</td></tr>
<tr><td>Phase 2</td><td>440</td><td>810</td><td>440</td><td>810</td></tr>
<tr><td>Phase 3</td><td>250</td><td>1,060</td><td>250</td><td>1,060</td></tr>
<tr><td>Phase 4</td><td>630</td><td>1,690</td><td>670</td><td>1,730</td></tr>
<tr><td>Phase 5</td><td>240</td><td>1,930</td><td>240</td><td>1,970</td></tr>
<tr><td>Phase 6</td><td>280</td><td>2,210</td><td>NA</td><td>NA</td></tr>
</table>
Monitoring and Reporting. Within one year of issuance of the project's first certificate of occupancy, the project sponsor shall retain a qualified transportation consultant approved by the SFMTA to begin monitoring daily and p.m. peak period (4 p.m. to 7 p.m.) vehicle trips in accordance with an SFMTA and San Francisco Planning Department agreed upon monitoring and reporting plan, which shall be included as a part of the approved TDM Plan. The vehicle data collection shall include counts of the number of vehicles entering and exiting the project site on internal streets at the site boundaries on 22nd, Illinois, and 23rd streets for three weekdays. The data for the three weekdays (Tuesday, Wednesday or Thursday) shall be averaged, and surveys shall be conducted within the same month annually. A document with the results of the annual vehicle counts shall be submitted to the Environmental Review Officer and the SFMTA for review within 30 days of the data collection, or with the project's annual TDM monitoring report as required by the TDM Plan (if the latter is preferable to Environmental Review Officer in consultation with the SFMTA).
</td><td>Project sponsor, a qualified transportation consultant approved by the SFMTA</td><td>Within one year of issuance of the project's first certificate of occupancy: the first monitoring of daily and p.m. peak period (4 p.m. to 7 p.m.) vehicle trips in accordance with an SFMTA and San Francisco Planning Department agreed upon monitoring and reporting plan.

Ongoing: A document with the results of the annual vehicle counts shall be submitted to the Environmental Review Officer and the SFMTA for review within 30 days of the data collection, or with the project's annual TDM monitoring report as required by the TDM Plan (if the latter is preferable to ERO in consultation with the SFMTA).</td><td>Planning Department staff and SFMTA</td><td>Considered complete when eight consecutive reporting periods show that the fully built project has met the performance standard, or until expiration of the project's development agreement, whichever is earlier.</td></tr>
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MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.E Transportation and Circulation (cont.)				
The project sponsor shall begin submitting monitoring reports to the Planning Department 18 months following 75 percent occupancy of the first phase. Thereafter, annual monitoring reports shall be submitted (referred to as "reporting periods") until eight consecutive reporting periods show that the fully built project has met the performance standard, or until expiration of the project's development agreement, whichever is earlier. If the City finds that the project exceeds the stated performance standard for any development phase, the project sponsor shall select and implement additional TDM measures in order to reduce the number of project-generated vehicle trips to meet the performance standard for that development phase. These measures could include expansion of measures already included in the project's proposed TDM Plan (e.g., providing additional project shuttle routes to alternative destinations, increases in tailored transportation marketing services, etc.), other measures identified in the City's TDM Program Standards Appendix A (as such appendix may be amended by the Planning Department from time to time) that have not yet been included in the project's approved TDM Plan, or, at the project sponsor's discretion, other measures not included in the City's TDM Program Standards Appendix A that the City and the project sponsor agree are likely to reduce peak period driving trips. For any development phase where additional TDM measures are required, the project sponsor shall have 30 months to demonstrate a reduction in vehicle trips to meet the performance standard. If the performance standard is not met within 30 months, the project sponsor shall submit to the Environmental Review Officer and the SFMTA a memorandum documenting proposed methods of enhancing the effectiveness of the TDM measures and/or additional feasible TDM measures that would be implemented by the project sponsor, along with annual monitoring of the project-generated vehicle trips to demonstrate their effectiveness in meeting the performance standard. The comprehensive monitoring and reporting program shall be terminated upon the earlier of (i) expiration of the project's development agreement, or (ii) eight consecutive reporting periods showing that the fully built project has met the performance standard. However, compliance reporting for the City's TDM Program shall continue to be required. If the additional TDM measures do not achieve the performance standard, then the City shall impose additional measures to reduce vehicle trips as prescribed under the development agreement, which may include on-site or off-site capital improvements intended to reduce vehicle trips from the project. Capital measures may include, but are not limited to, peak period or all-day transit-only lanes (e.g., along 22nd Street), turn pockets, bus bulbs, queue jumps, turn restrictions, pre-paid boarding pass machines, and/or boarding islands, or other measures that support sustainable trip making. The monitoring and reporting plan described above may be modified by the Environmental Review Officer in coordination with the SFMTA to account for transit route or transportation network changes, or major changes to the development program. The modification of the monitoring and reporting plan, however, shall not change the performance standard set forth in this mitigation measure.				

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.E Transportation and Circulation (cont.)				
Mitigation Measure M-TR-7: Improve Pedestrian Facilities at the Intersection of Illinois Street/22nd Street In the event that the Pier 70 Mixed-Use District project does not implement improvements at the intersection of Illinois Street/22nd Street, as part of the proposed project's sidewalk improvements on the east side of Illinois Street between 22nd and 23rd streets, the project sponsor shall work with SFMTA to implement the following improvements: • Install a traffic signal, including pedestrian countdown signal heads at the intersection of Illinois Street/22nd Street. • Stripe marked crosswalks in the continental design. • Construct/reconstruct ADA compliant curb ramps at the four corners, as necessary. In the event that the Pier 70 Mixed-Use District project does not implement these improvements, the project sponsor shall be responsible for costs associated with design and implementation of these improvements. The SFMTA shall determine whether the SFMTA or the project sponsor would implement these improvements.	Project sponsor and SFMTA	Ongoing during project construction	ERO or other Planning Department staff along with SFMTA	Considered complete when intersection improvement is complete
EIR Section 4.F Noise and Vibration				
Mitigation Measure M-NO-1: Construction Noise Control Measures The project sponsor shall implement construction noise controls as necessary to ensure compliance with the Noise Ordinance limits and to reduce construction noise levels at sensitive receptor locations to the degree feasible. Noise reduction strategies that could be implemented include, but are not limited to, the following: • Require the general contractor to ensure that equipment and trucks used for project construction utilize the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures, and acoustically-attenuating shields or shrouds). • Require the general contractor to locate stationary noise sources (such as the rock/concrete crusher, or compressors) as far from adjacent or nearby sensitive receptors as possible, to muffle such noise sources, and/or to construct barriers around such sources and/or the construction site, which could reduce construction noise by as much as 5 dBA. To further reduce noise, the contractor shall locate stationary equipment in pit areas or excavated areas, to the maximum extent practicable. • Require the general contractor to use impact tools (e.g., jack hammers, pavement breakers, and rock drills) that are hydraulically or electrically powered wherever possible to avoid noise associated with compressed air exhaust from pneumatically powered tools. Where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used, along with external noise jackets on the tools, which would reduce noise levels by as much as 10 dBA.	Project sponsor and construction contractor	During the construction period for all measures, and prior to the issuance of each building permit for submittal of a plan to track and respond to complaints pertaining to construction noise	Planning Department, Department of Building Inspection (as requested and/or on complaint basis), Police Department (on complaint basis).	Considered complete at the completion of project construction

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.F Noise and Vibration (cont.)				
Include noise control requirements for construction equipment and tools, including specifically concrete saws, in specifications provided to construction contractors. Such requirements could include, but are not limited to, erecting temporary plywood noise barriers around a construction site, particularly where a site adjoins noise-sensitive uses; utilizing noise control blankets on a building structure as the building is erected to reduce noise levels emanating from the construction site; performing all work in a manner that minimizes noise; using equipment with effective mufflers; undertaking the most noisy activities during times of least disturbance to surrounding residents and occupants; and selecting haul routes that avoid residential uses. • Prior to the issuance of each building permit, along with the submission of construction documents, submit to the Planning Department and Department of Building Inspection or the Port, as appropriate, a plan to track and respond to complaints pertaining to construction noise. The plan shall include the following measures: (1) a procedure and phone numbers for notifying the San Francisco Department of Building Inspection or the Port, the Department of Public Health, and the Police Department (during regular construction hours and off-hours); (2) a sign posted onsite describing permitted construction days and hours, noise complaint procedures, and a complaint hotline number that shall be answered at all times during construction; (3) designation of an onsite construction compliance and enforcement manager for the project; and (4) notification of neighboring residents and non residential building managers within 300 feet of the project construction area at least 30 days in advance of extreme noise-generating activities (such as pile driving and blasting) about the estimated duration of the activity. • Wherever pile driving or controlled rock fragmentation/rock drilling is proposed to occur, the construction noise controls shall include as many of the following control strategies as feasible: – Implement "quiet" pile-driving technology such as pre-drilling piles where feasible to reduce construction-related noise and vibration. – Use pile-driving equipment with state-of-the-art noise shielding and muffling devices. – Use pre-drilled or sonic or vibratory drivers, rather than impact drivers, wherever feasible (including slipways) and where vibration-induced liquefaction would not occur. – Schedule pile-driving activity for times of the day that minimize disturbance to residents as well as commercial uses located onsite and nearby. – Erect temporary plywood or similar solid noise barriers along the boundaries of each project block as necessary to shield affected sensitive receptors. – Implement other equivalent technologies that emerge over time. – If controlled rock fragmentation (including rock drills) were to occur at the same time as pile driving activities in the same area and in proximity to noise-sensitive receptors, pile drivers should be set back at least 100 feet while rock drills should be set back at least 50 feet (or vice-versa) from any given sensitive receptor.				

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.F Noise and Vibration (cont.)				
– If blasting is done as part of controlled rock fragmentation, use of blasting mats and reducing blast size shall be implemented to the extent feasible in order to minimize noise impacts on nearby sensitive receptors.				
Mitigation Measure M-NO-4a: Construction Vibration Monitoring The project sponsor shall undertake a monitoring program to ensure that construction-related vibration does not exceed 0.5 in/sec PPV at the Boiler Stack, the American Industrial Center South building, and the Western Sugar Warehouses as required pursuant to Mitigation Measures M-NO-4b (Vibration Control Measures During Controlled Blasting and Pile Driving), M-NO-4c (Vibration Control Measures During Use of Vibratory Equipment), and M-CR-5e (Historic Preservation Plan and Review Process for Alteration of the Boiler Stack). The monitoring program shall include the following components: • Prior to any controlled blasting, pile driving, or use of vibratory construction equipment (vibration-inducing construction), the project sponsor shall engage a historic architect or qualified historic preservation professional and a qualified acoustical/vibration consultant or structural engineer to undertake a pre-construction survey of the Boiler Stack, the American Industrial Center South building, and the Western Sugar Warehouses to document and photograph the buildings' existing conditions. Based on the construction and condition of the resource, a structural engineer or other qualified entity shall establish a maximum vibration level that shall not be exceeded based on existing conditions, character-defining features, soils conditions and anticipated construction practices in use at the time. The qualified consultant shall conduct regular periodic inspections of each historical resource within 80 feet of vibration-inducing construction throughout the duration of vibration-inducing construction. The pre-construction survey and inspections shall be conducted in concert with the Historic Preservation Plan required pursuant to Mitigation Measure M-CR-5e, Historic Preservation Plan and Review Process for Alteration of the Boiler Stack. • Prior to the start of any vibration-inducing construction, the qualified acoustical/vibration consultant or structural engineer shall undertake a pre-construction survey of any offsite structures or onsite structures constructed by the project within 80 feet of such vibration inducing construction. The qualified acoustical/vibration consultant or structural engineer shall conduct periodic inspections of all other non-historic structures throughout the duration of vibration inducing construction. • The qualified historic and acoustical/structural consultant shall submit monitoring reports to San Francisco Planning documenting vibration levels and findings from regular inspections. • Based on planned construction activities for the project and condition of the adjacent structures, an acoustical consultant shall monitor vibration levels at each structure and shall prohibit vibration inducing construction activities that generate vibration levels in excess of 0.5 in/sec PPV. Should vibration levels be observed in excess of 0.5 in/sec PPV or should damage to any structure be observed, construction shall be halted and alternative	Project sponsor, structural engineer, and preservation architect	Pre-Construction Assessment and Vibration Management and Monitoring Plan to be completed prior to issuance of site permit, demolition permit, or any other construction permit from the Department of Building Inspection in connection with the Boiler Stack, the American Industrial Center South building, and the Western Sugar Warehouses. Monitoring to occur during the period of major structural project construction activity, including demolition and excavation. If monitoring detects vibration levels in excess of the standard, sponsor to notify the Planning Department within 5 working days. Monitoring reports to be submitted at a frequency established in the monitoring plan.	Planning Department Preservation Technical Specialist shall review and approve the Vibration Management and Monitoring Plan and periodic monitoring reports	Considered complete upon submittal to Planning Department of report on the Vibration Management and Monitoring Plan and effects, if any, on adjacent historical resources, after all major structural project construction activity, including demolition and excavation

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.F Noise and Vibration (cont.)				
construction techniques put in practice, to the extent feasible. For example, smaller, lighter equipment might be able to be used or pre-drilled piles could be substituted for driven piles, if soil conditions allow.				
Mitigation Measure M-NO-4b: Vibration Control Measures During Controlled Blasting and Pile Driving Vibration controls shall be specified to ensure that the vibration limit of 0.5 in/sec PPV can be met at all nearby structures when all potential construction-related vibration sources (onsite and offsite) are considered. These controls could include smaller charge sizes if controlled blasting is used, pre-drilling pile holes, using the pulse plasma fragmentation technique, or using smaller vibratory equipment. This vibration limit shall be coordinated with vibration limits required under Mitigation Measure M-BI-4, Fish and Marine Mammal Protection during Pile Driving, to ensure that the lowest of the specified vibration limits is ultimately implemented.	Project sponsor and construction contractor	During pile driving and related construction activities	Planning Department, Department of Building Inspection	Considered complete at the completion of project construction
Mitigation Measure M-NO-4c: Vibration Control Measures During Use of Vibratory Equipment In areas with a "very high" or "high" susceptibility for vibration-induced liquefaction or differential settlement risks, as part of subsequent site-specific geotechnical investigations, the project's geotechnical engineer shall specify an appropriate vibration limit based on proposed construction activities and proximity to liquefaction susceptibility zones. At a minimum, the vibration limit shall not exceed 0.5 in/sec PPV, unless the geotechnical engineer demonstrates, to the satisfaction of the Environmental Review Officer (ERO), that a higher vibration limit would not result in building damage. The geotechnical engineer shall specify construction practices (such as using smaller equipment or pre-drilling pile holes) required to ensure that construction-related vibration does not cause liquefaction hazards at nearby structures. The project sponsor shall ensure that all construction contractors comply with these specified construction practices. This vibration limit shall be coordinated with vibration limits required under Mitigation Measure M-BI-4, Fish and Marine Mammal Protection during Pile Driving, to ensure that the lowest of the specified vibration limits is ultimately implemented.	Project sponsor, geotechnical engineer, and construction contractor	Plan submitted to ERO prior to use of vibratory equipment	ERO, Planning Department, and Department of Building Inspection	Considered complete at the completion of project construction
Mitigation Measure M-NO-5: Stationary Equipment Noise Controls For all stationary equipment on the project site, noise attenuation measures shall be incorporated into the design of fixed stationary noise sources to ensure that the noise levels meet section 2909 of the San Francisco Police Code. A qualified acoustical engineer or consultant shall verify the ambient noise level based on noise monitoring and shall design the stationary equipment to ensure that the following requirements of the noise ordinance are met: • Fixed stationary equipment shall not exceed 5 dBA above the ambient noise level at the property plane at the closest residential uses (Blocks 1, 5 - 8, 13 and possibly Blocks 4, 9, 12, and 14, depending on the use ultimately developed) and 8 dBA on blocks where commercial/industrial uses are developed (Blocks 2, 3, 10, 11, and possibly Blocks 4, 12, and 14, depending on the use ultimately developed);	Project sponsor and qualified acoustical engineer or consultant	Prior to approval of a building permit	ERO, Planning Department, and Department of Building Inspection	Considered complete at the completion of project construction

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.F Noise and Vibration (cont.)				
• Stationary equipment shall be designed to ensure that the interior noise levels at adjacent or nearby sensitive receptors (residential, hotel, and childcare receptors) do not exceed 45 dBA. Noise attenuation measures could include installation of critical grade silencers, sound traps on radiator exhaust, provision of sound enclosures/barriers, addition of roof parapets to block noise, increasing setback distances from sensitive receptors, provision of intake louvers or louvered vent openings, location of vent openings away from adjacent residential uses, and restriction of generator testing to the daytime hours. The project sponsor shall demonstrate to the satisfaction of the Environmental Review Officer (ERO) that noise attenuation measures have been incorporated into the design of all fixed stationary noise sources to meet these limits prior to approval of a building permit.				
Mitigation Measure M-NO-8: (*Dependent on approval of Proposed Project OR Project Variant)* ***Proposed Project:*** **Mitigation Measure M-NO-8: Design of Future Noise-Sensitive Uses** Prior to issuance of a building permit for vertical construction of a residential building or a building with childcare or hotel uses, a qualified acoustical consultant shall conduct a noise study to determine the need to incorporate noise attenuation features into the building design in order to meet a 45-dBA interior noise limit. This evaluation shall be based on noise measurements taken at the time of the building permit application and the future cumulative traffic (year 2040) noise levels expected on roadways located on or adjacent to the project site (i.e., 67 dBA on Illinois Street, 66 dBA on 22nd Street, 60 dBA on Humboldt Street, and 64 dBA on 23rd Street at 50 feet from roadway centerlines) to identify the STC ratings required to meet the 45-dBA interior noise level. The noise study and its recommendations and attenuation measures shall be incorporated into the final design of the building and shall be submitted to the San Francisco Department of Building Inspection for review and approval. The project sponsor shall implement recommended noise attenuation measures from the approved noise study as part of final project design for buildings that would include residential, hotel, and childcare uses.	Project sponsor and qualified acoustical consultant	Prior to issuance of a building permit for vertical construction of a residential building or a building with childcare or hotel uses	San Francisco Department of Building Inspection	Considered complete upon approval of final project design for buildings
Project Variant: **Mitigation Measure M-NO-8 (Variant): Design of Future Noise-Sensitive Uses** Prior to issuance of a building permit for vertical construction of a residential building or a building with childcare or hotel uses, a qualified acoustical consultant shall conduct a noise study to determine the need to incorporate noise attenuation features into the building design in order to meet a 45-dBA interior noise limit. This evaluation shall be based on noise measurements taken at the time of the building permit application and the future cumulative traffic (year 2040) noise levels expected on roadways located on or adjacent to	Project sponsor and qualified acoustical consultant	Prior to issuance of a building permit for vertical construction of a residential building or a building with childcare or hotel uses	San Francisco Department of Building Inspection	Considered complete upon approval of final project design for buildings

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.F Noise and Vibration (cont.)				
the project site (i.e., 67 dBA on Illinois Street, 66 dBA on 22nd Street, 61 dBA on Humboldt Street, and 64 dBA on 23rd Street at 50 feet from roadway centerlines) to identify the STC ratings required to meet the 45-dBA interior noise level. The noise study and its recommendations and attenuation measures shall be incorporated into the final design of the building and shall be submitted to the San Francisco Department of Building Inspection for review and approval. The project sponsor shall implement recommended noise attenuation measures from the approved noise study as part of final project design for buildings that would include residential, hotel, and childcare uses.				
EIR Section 4.G Air Quality				
Mitigation Measure M-AQ-2a: Construction Emissions Minimization The project sponsor or the project sponsor's contractor shall comply with the following: ***A. Engine Requirements.*** 1. The project sponsor shall also ensure that all on-road heavy-duty diesel trucks with a gross vehicle weight rating of 19,500 pounds or greater used at the project site (such as haul trucks, water trucks, dump trucks, and concrete trucks) be model year 2010 or newer. 2. All off-road equipment (including water construction equipment used onboard barges) greater than 25 horse power shall have engines that meet Tier 4 Final off-road emission standards. Tugs shall comply with U.S. EPA Tier 3 Marine standards for Marine Diesel Engine Emissions. 3. Since grid power will be available, portable diesel engines shall be prohibited. 4. Renewable diesel shall be used to fuel all diesel engines if it can be demonstrated to the Environmental Review Officer (ERO) that it is compatible with on-road or off-road engines and that emissions of ROG and NOx from the transport of fuel to the project site will not offset its NOx reduction potential. 5. Diesel engines, whether for off-road or on-road equipment, shall not be left idling for more than two minutes, at any location, except as provided in exceptions to the applicable state regulations regarding idling for off-road and on-road equipment (e.g., traffic conditions, safe operating conditions). The contractor shall post legible and visible signs in English, Spanish, and Chinese, in designated queuing areas and at the construction site to remind operators of the two-minute idling limit. 6. The contractor shall instruct construction workers and equipment operators on the maintenance and tuning of construction equipment, and require that such workers and operators properly maintain and tune equipment in accordance with manufacturer specifications.	Project sponsor and construction contractor(s)	Prior to issuance of a site permit, demolition permit, or any other permit from the Department of Building Inspection, with ongoing compliance with the Construction Emissions Minimization Plan throughout the construction period	ERO to review and approve Construction Emissions Minimization Plan; project sponsor and construction contractor to comply with, and document compliance with, Construction Emissions Minimization Plan as required by the ERO	Construction Emissions Minimization Plan considered complete upon ERO review and acceptance of Plan; measure considered complete upon completion of project construction and submittal to ERO of required documentation

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.G Air Quality (cont.)				
B. Waivers.				
The ERO may waive the equipment requirements of Subsection (A)(1) if: a particular piece of off-road equipment is technically not feasible; the equipment would not produce desired emissions reduction due to expected operating modes; installation of the equipment would create a safety hazard or impaired visibility for the operator; or, there is a compelling emergency need to use other off-road equipment. If the ERO grants the waiver, the contractor must use the next cleanest piece of off-road equipment, according to the table below.				
The ERO may waive the equipment requirements of Subsection (A)(2) if: a particular piece of off-road equipment with an engine meeting Tier 4 Final emission standards is not regionally available to the satisfaction of the ERO. If seeking a waiver from this requirement, the project sponsor must demonstrate to the satisfaction of the ERO that the health risks from existing sources, project construction and operation, and cumulative sources do not exceed a total of 10 µg/m3 or 100 excess cancer risks for any onsite or offsite receptor.				
The ERO may waive the equipment requirements of Subsection (A)(3) if: an application has been submitted to initiate on-site electrical power, portable diesel engines may be temporarily operated for a period of up to three weeks until on site electrical power can be initiated or, there is a compelling emergency.				
C. Construction Emissions Minimization Plan. Before starting onsite construction activities, the contractor shall submit a Construction Emissions Minimization Plan to the ERO for review and approval. The plan shall state, in reasonable detail, how the contractor will meet the requirements of Section A, Engine Requirements.				
1. The Construction Emissions Minimization Plan shall include estimates of the construction timeline by phase, with a description of each piece of off-road equipment required for every construction phase. The description may include, but is not limited to: equipment type, equipment manufacturer, equipment identification number, engine model year, engine certification (Tier rating), horsepower, engine serial number, and expected fuel usage and hours of operation. For off-road equipment using alternative fuels, the description shall also specify the type of alternative fuel being used.				
2. The project sponsor shall ensure that all applicable requirements of the Construction Emissions Minimization Plan have been incorporated into the contract specifications. The plan shall include a certification statement that the contractor agrees to comply fully with the plan.				
3. The contractor shall make the Construction Emissions Minimization Plan available to the public for review onsite during working hours. The contractor shall post at the construction site a legible and visible sign summarizing the plan. The sign shall also state that the public may ask to inspect the plan for the project at any time during working hours and shall explain how to request to inspect the plan. The contractor shall post at least one copy of the sign in a visible location on each side of the construction site facing a public right-of-way.				

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.G Air Quality (cont.)				
D. ***Monitoring.*** After start of construction activities, the contractor shall submit quarterly reports to the ERO documenting compliance with the Construction Emissions Minimization Plan. After completion of construction activities and prior to receiving a final certificate of occupancy, the project sponsor shall submit to the ERO a final report summarizing construction activities, including the start and end dates and duration of each construction phase, and the specific information required in the plan.	Project sponsor and construction contractor (s)	Quarterly, after start of construction activities, and within six months of completion of construction activity	Project sponsor/ contractor(s) and the ERO	Considered complete upon acceptance of the final report by the ERO
Mitigation Measure M-AQ-2b: Diesel Backup Generator Specifications To reduce NOx associated with operation of the proposed project, the project sponsor shall implement the following measures. A. All new diesel backup generators shall: 1. Have engines that meet or exceed California Air Resources Board Tier 4 off-road emission standards which have the lowest NOx emissions of commercially available generators; and 2. Be fueled with renewable diesel, if commercially available[2], which has been demonstrated to reduce NOx emissions by approximately 10 percent. B. All new diesel backup generators shall have an annual maintenance testing limit of 50 hours, subject to any further restrictions as may be imposed by the Bay Area Air Quality Management District in its permitting process. C. For each new diesel backup generator permit submitted to Bay Area Air Quality Management District for the project, the project sponsor shall submit the anticipated location and engine specifications to the San Francisco Planning Department environmental review officer for review and approval prior to issuance of a permit for the generator from the San Francisco Department of Building Inspection. Once operational, all diesel backup generators shall be maintained in good working order for the life of the equipment and any future replacement of the diesel backup generators shall be required to be consistent with these emissions specifications. The operator of the facility at which the generator is located shall be required to maintain records of the testing schedule for each diesel backup generator for the life of that diesel backup generator and to provide this information for review to the planning department within three months of requesting such information.	Project sponsor, and each facility operator where a generator is located	Ongoing by the project sponsor, and each facility operator where a generator is located	San Francisco Planning Department ERO and BAQQMD	Ongoing for the life of each generator
Mitigation Measure M-AQ-2c: Promote Use of Green Consumer Products The project sponsor shall provide educational programs and/or materials for residential and commercial tenants concerning green consumer products. Prior to receipt of any certificate of final occupancy and every five years thereafter, the project sponsor shall work with the San Francisco Department of Environment to develop electronic correspondence to be distributed by email annually to residential and/or commercial tenants of each building on the project site that	Project sponsor	Prior to certificate of final occupancy and every five years thereafter	San Francisco Department of Environment	Ongoing

[2] Neste MY renewable Diesel is available in the Bay Area through Western States Oil.

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.G Air Quality (cont.)				
encourages the purchase of consumer products that generate lower than typical VOC emissions. The correspondence shall encourage environmentally preferable purchasing and shall include contact information and website links to SF Approved (www.sfapproved.org). This website also may be used as an informational resource by businesses and residents.				
Mitigation Measure M-AQ-2d: Electrification of Loading Docks The project sponsor shall ensure that loading docks for retail, light industrial, or warehouse uses that will receive deliveries from refrigerated transport trucks incorporate electrification hook-ups for transportation refrigeration units to avoid emissions generated by idling refrigerated transport trucks.	Project sponsor and construction contractor	Prior to approval of a building permit	Department of Building Inspection	Considered complete at the completion of project construction
Mitigation Measure M-AQ-2e: Additional Mobile Source Control Measures The following Mobile Source Control Measures from the Bay Area Air Quality Management District's 2010 Clean Air Plan shall be implemented: • Promote use of clean fuel-efficient vehicles through preferential (designated and proximate to entry) parking and/or installation of charging stations beyond the level required by the City's Green Building code, from 8 to 20 percent. • Promote zero-emission vehicles by requesting that any car share program operator include electric vehicles within its car share program to reduce the need to have a vehicle or second vehicle as a part of the TDM program that would be required of all new developments.	Project sponsor	Prior to approval of a building permit, or approval of design of district parking garage, whichever is first Ongoing during operation of car share programs	Department of Building Inspection for approval of district parking garage	Considered complete at the completion of district parking garage construction Ongoing during operations of car share programs
Mitigation Measure M-AQ-2f: (*Dependent on approval of Proposed Project OR Project Variant)* ***Proposed Project:*** **Mitigation Measure M-AQ-2f: Offset Construction and Operational Emissions** Prior to issuance of the final certificate of occupancy for the final building associated with Phase 1, the project sponsor, with the oversight of the Environmental Review Officer (ERO), shall either: (1) ***Directly fund or implement a specific offset project within San Francisco*** to achieve equivalent to a one-time reduction of 13 tons per year of ozone precursors. This offset is intended to offset the combined emissions from construction and operations remaining above significance levels after implementing the other mitigation measures discussed. To qualify under this mitigation measure, the specific emissions offset project must result in emission reductions within the San Francisco Bay Area Air Basin that would not otherwise be achieved through compliance with existing regulatory requirements. A preferred offset project would be one implemented locally within the City and County of San Francisco. Prior to implementing the offset project, it must be approved by the ERO. The project sponsor shall notify the ERO within six (6) months of completion of the offset project for verification; or	Project Sponsor	Upon completion of construction, and prior to issuance of certificate of occupancy; (within six months of completion of the offset project for verification)	ERO	Complete upon acceptance of fee by BAAQMD

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.G Air Quality (cont.)				
(2) ***Pay mitigation offset*** fees to the Bay Area Air Quality Management District Bay Area Clean Air Foundation. The mitigation offset fee, currently estimated at approximately $30,000 per weighted ton, plus an administrative fee of no more than 5 percent of the total offset, shall fund one or more emissions reduction projects within the San Francisco Bay Area Air Basin. The fee will be determined by the planning department, the project sponsor, and the air district, and be based on the type of projects available at the time of the payment. This fee is intended to fund emissions reduction projects to achieve reductions of 13 tons of ozone precursors per year, which is the amount required to reduce emissions below significance levels after implementation of other identified mitigation measures as currently calculated. The offset fee shall be made prior to issuance of the final certificate of occupancy for the final building associated with Phase 1 of the project (or an equivalent of approximately 360,000 square feet of residential, 176,000 square feet of office, 16,000 square feet of retail, 15,000 square feet of PDR, 240,000 square feet of hotel, and 25,000 square feet of assembly) when the combination of construction and operational emissions is predicted to first exceed 54 pounds per day. This offset payment shall total the predicted 13 tons per year of ozone precursors above the 10 ton per year threshold after implementation of Mitigation Measures M-AQ-2a though M-AQ-2e and M-TR-5. The total emission offset amount was calculated by summing the maximum daily construction and operational emissions of ROG and NOX (pounds/day), multiplying by 260 work days per year for construction and 365 days per year for operation, and converting to tons. The amount represents the total estimated operational and construction-related ROG and NOx emissions offsets required. (3) ***Additional mitigation offset fee***. The need for an additional mitigation offset payment shall be determined as part of the performance standard assessment of Mitigation Measure M-TR-5. If at that time, it is determined that implementation of Mitigation Measure M-TR-5 has successfully achieved its targeted trip reduction at project buildout, or the project sponsor demonstrates that the project's emissions upon the earlier of: (a) full build-out or (b) termination of the Development Agreement are less than the 10-ton-per-year thresholds for ROG and NOx, then no further installment shall be required. However, if the performance standard assessment determines that the trip reduction goal has not been achieved, and the project sponsor is unable to demonstrate that the project's emissions upon the earlier of: (a) full build-out or (b) termination of the Development Agreement are less than the 10-ton-per-year thresholds for ROG and NOx, then an additional offset payment shall be made in an amount reflecting the difference in emissions, in tons per year of ROG and NOx, represented by the shortfall in trip reduction.				

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.G Air Quality (cont.)				
Documentation of mitigation offset payments, as applicable, shall be provided to the planning department. When paying a mitigation offset fee, the project sponsor shall enter into a memorandum of understanding (MOU) with the Bay Area Air Quality Management District Clean Air Foundation. The MOU shall include details regarding the funds to be paid, the administrative fee, and the timing of the emissions reductions project. Acceptance of this fee by the air district shall serve as acknowledgment and a commitment to (1) implement an emissions reduction project(s) within a time frame to be determined, based on the type of project(s) selected, after receipt of the mitigation fee to achieve the emissions reduction objectives specified above and (2) provide documentation to the planning department and the project sponsor describing the project(s) funded by the mitigation fee, including the amount of emissions of ROG and NOx reduced (tons per year) within the San Francisco Bay Area Air Basin from the emissions reduction project(s). To qualify under this mitigation measure, the specific emissions reduction project must result in emission reductions within the basin that are real, surplus, quantifiable, and enforceable and would not otherwise be achieved through compliance with existing regulatory requirements or any other legal requirement. The requirement to pay such mitigation offset fee shall terminate if the project sponsor is able to demonstrate that the project's emissions upon the earlier of: (a) full build-out or (b) termination of the Development Agreement are less than the 10-ton-per-year thresholds for ROG and NOx.				
Project Variant: **Mitigation Measure M-AQ-2f (Variant): Offset Construction and Operational Emissions** Prior to issuance of the final certificate of occupancy for the final building associated with Phase 1, the project sponsor, with the oversight of the Environmental Review Officer (ERO), shall either: (1) ***Directly fund or implement a specific offset project within San Francisco*** to achieve equivalent to a one-time reduction of 14 tons per year of ozone precursors. This offset is intended to offset the combined emissions from construction and operations remaining above significance levels after implementing the other mitigation measures discussed. To qualify under this mitigation measure, the specific emissions offset project must result in emission reductions within the San Francisco Bay Area Air Basin that would not otherwise be achieved through compliance with existing regulatory requirements. A preferred offset project would be one implemented locally within the City and County of San Francisco. Prior to implementing the offset project, it must be approved by the ERO. The project sponsor shall notify the ERO within six (6) months of completion of the offset project for verification; or	Project Sponsor	Upon completion of construction, and prior to issuance of certificate of occupancy; (within six months of completion of the offset project for verification)	ERO	Complete upon acceptance of fee by BAAQMD

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.G Air Quality (cont.)				
(2) ***Pay mitigation offset*** fees to the Bay Area Air Quality Management District Bay Area Clean Air Foundation. The mitigation offset fee, currently estimated at approximately $30,000 per weighted ton, plus an administrative fee of no more than 5 percent of the total offset, shall fund one or more emissions reduction projects within the San Francisco Bay Area Air Basin. The fee will be determined by the planning department, the project sponsor, and the air district, and be based on the type of projects available at the time of the payment. This fee is intended to fund emissions reduction projects to achieve reductions of 14 tons of ozone precursors per year, which is the amount required to reduce emissions below significance levels after implementation of other identified mitigation measures as currently calculated. The offset fee shall be made prior to issuance of the final certificate of occupancy for the final building associated with Phase 1 of the project (or an equivalent of approximately 360,000 square feet of residential, 176,000 square feet of office, 16,000 square feet of retail, 15,000 square feet of PDR, 240,000 square feet of hotel, and 25,000 square feet of assembly) when the combination of construction and operational emissions is predicted to first exceed 54 pounds per day. This offset payment shall total the predicted 14 tons per year of ozone precursors above the 10 ton per year threshold after implementation of Mitigation Measures M-AQ-2a though M-AQ-2e and M-TR-5. The total emission offset amount was calculated by summing the maximum daily construction and operational emissions of ROG and NOX (pounds/day), multiplying by 260 work days per year for construction and 365 days per year for operation, and converting to tons. The amount represents the total estimated operational and construction-related ROG and NOx emissions offsets required. (3) ***Additional mitigation offset fee***. The need for an additional mitigation offset payment shall be determined as part of the performance standard assessment of Mitigation Measure M-TR-5. If at that time, it is determined that implementation of Mitigation Measure M-TR-5 has successfully achieved its targeted trip reduction at project buildout, or the project sponsor demonstrates that the project's emissions upon the earlier of: (a) full build-out or (b) termination of the Development Agreement are less than the 10-ton-per-year thresholds for ROG and NOx, then no further installment shall be required. However, if the performance standard assessment determines that the trip reduction goal has not been achieved, and the project sponsor is unable to demonstrate that the project's emissions upon the earlier of: (a) full build-out or (b) termination of the Development Agreement are less than the 10-ton-per-year thresholds for ROG and NOx, then an additional offset payment shall be made in an amount reflecting the difference in emissions, in tons per year of ROG and NOx, represented by the shortfall in trip reduction. Documentation of mitigation offset payments, as applicable, shall be provided to the planning department.				

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.G Air Quality (cont.)				
When paying a mitigation offset fee, the project sponsor shall enter into a memorandum of understanding (MOU) with the Bay Area Air Quality Management District Clean Air Foundation. The MOU shall include details regarding the funds to be paid, the administrative fee, and the timing of the emissions reductions project. Acceptance of this fee by the air district shall serve as acknowledgment and a commitment to (1) implement an emissions reduction project(s) within a time frame to be determined, based on the type of project(s) selected, after receipt of the mitigation fee to achieve the emissions reduction objectives specified above and (2) provide documentation to the planning department and the project sponsor describing the project(s) funded by the mitigation fee, including the amount of emissions of ROG and NOx reduced (tons per year) within the San Francisco Bay Area Air Basin from the emissions reduction project(s). To qualify under this mitigation measure, the specific emissions reduction project must result in emission reductions within the basin that are real, surplus, quantifiable, and enforceable and would not otherwise be achieved through compliance with existing regulatory requirements or any other legal requirement. The requirement to pay such mitigation offset fee shall terminate if the project sponsor is able to demonstrate that the project's emissions upon the earlier of: (a) full build-out or (b) termination of the Development Agreement are less than the 10-ton-per-year thresholds for ROG and NOx.				
Mitigation Measure AQ-4: Siting of Uses that Emit Toxic Air Contaminants For new development including R&D/life science uses and PDR use or other uses that would be expected to generate toxic air contaminants (TACs) as part of everyday operations, prior to issuance of the certificate of occupancy, the project sponsor shall obtain written verification from the Bay Area Air Quality Management District either that the facility has been issued a permit from the air district, if required by law, or that permit requirements do not apply to the facility. However, since air district could potentially issue multiple separate permits to operate that could cumulatively exceed an increased cancer risk of 10 in one million, the project sponsor shall also submit written verification to the San Francisco Planning Department that increased cancer risk associated with all such uses does not cumulatively exceed 10 in one million at any onsite receptor. This measure shall be applicable, at a minimum, to the following uses and any other potential uses that may emit TACs: gas dispensing facilities; auto body shops; metal plating shops; photographic processing shops; appliance repair shops; mechanical assembly cleaning; printing shops; medical clinics; laboratories, and biotechnology research facilities.	Project sponsor	Prior to issuance of the certificate of occupancy for new development would be expected to generate TACs, (such as R&D uses and PDR uses)	BAAQMD and San Francisco Planning Department	Considered complete at the completion of project construction
Mitigation Measure AQ-5: Include Spare the Air Telecommuting Information in Transportation Welcome Packets The project sponsor shall include dissemination of information on Spare The Air Days within the San Francisco Bay Area Air Basin as part of transportation welcome packets and ongoing transportation marketing campaigns. This information shall encourage employers and employees, as allowed by their workplaces, to telecommute on Spare The Air Days.	Project sponsor	Prior to and during occupancy of commercial uses	ERO	Ongoing

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.H Wind and Shadow				
Mitigation Measure M-WS-2: Identification and Mitigation of Interim Hazardous Wind Impacts Prior to the approval of building plans for construction of any proposed building, or a building within a group of buildings to be constructed simultaneously, at a height of 85 feet or greater, the project sponsor (including any subsequent developer) shall submit to the San Francisco Planning Department for review and approval a wind impact analysis of the proposed building(s). The wind impact analysis shall be conducted by a qualified wind consultant. The wind impact analysis shall consist of a qualitative analysis of whether the building(s) under review could result in winds throughout the wind test area (as identified in the EIR) exceeding the 26-mph wind hazard criterion for more hours or at more locations than identified for full project buildout in the EIR. That is, the evaluation shall determine whether partial buildout conditions would worsen wind hazard conditions for the project as a whole. The analysis shall compare the exposure, massing, and orientation of the proposed building(s) to the same building(s) in the representative massing models for the proposed project and shall include any then-existing buildings and those under construction. The wind consultant shall review the proposed building(s) design taking into account feasible wind reduction features including, but not necessarily limited to, inclusion of podium setbacks, terraces, architectural canopies or screens, vertical or horizontal fins, chamfered corners, and other articulations to the building façade. If such building design measures are found not to be effective, landscaping (trees and shrubs), street furniture, and ground-level fences or screens may be considered. Comparable temporary wind reduction features (i.e., those that would be erected on a vacant site and removed when the site is developed) may be considered. The project sponsor shall incorporate into the design of the building(s) any wind reduction features recommended by the qualified wind consultant. If the wind consultant is unable to determine that the building(s) under consideration would not result in a net increase in hazardous wind hours or locations under partial buildout conditions compared to full buildout conditions, the building(s) under review shall undergo wind tunnel testing. The wind tunnel testing shall evaluate the building(s) to determine whether an adverse impact would occur. An adverse wind impact is defined as an aggregate net increase of 1 hour during which, and/or a net increase of 2 locations at which, the wind hazard criterion is exceeded, compared to full buildout conditions identified in the EIR and based on the existing conditions at the time of the subsequent wind tunnel test. As used herein, the existing conditions at the time of the subsequent testing shall include any completed or under construction buildings on the project site. As with the qualitative review above, the evaluation shall determine whether partial buildout conditions would worsen wind hazard conditions for the project as a whole. Accordingly, wind tunnel testing, if required, would include the same test area and test points as were evaluated in the EIR. If the building(s) would result in an adverse impact, as defined herein, additional wind tunnel testing of mitigation strategies would be undertaken until no adverse effect is identified, and the resulting mitigation strategies shall be incorporated into the design of the proposed building(s) and building site(s). All feasible means as determined by the Environmental Review Officer (such as reorienting certain buildings, sculpting buildings to include podiums and terraces or other wind reduction treatments noted above or identified by the qualified wind consultant, or installing landscaping) to eliminate hazardous winds, if predicted, shall be implemented.	Project sponsor, or building developer, and qualified wind consultant	Prior to the approval of building plans for construction of any proposed building, or a building within a group of buildings to be constructed simultaneously, at a height of 85 feet or greater. San Francisco Planning Department and ERO to review and approve scope of work prior to any wind impact analysis or wind tunnel testing	San Francisco Planning Department and ERO	Considered complete at the completion of project construction

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.I Biological Resources				
Mitigation Measure M-BI-1: Nesting Bird Protection Measures The project sponsor shall require that all construction contractors implement the following measures for each construction phase to ensure protection of nesting birds and their nests during construction: 1. To the extent feasible, conduct initial project activities outside of the nesting season (January 15–August 15). These activities include, but are not limited to: vegetation removal, tree trimming or removal, ground disturbance, building demolition, site grading, and other construction activities that may impact nesting birds or the success of their nests (e.g., controlled rock fragmentation, blasting, or pile driving). 2. For construction activities that occur during the bird nesting season, a qualified wildlife biologist[3] shall conduct pre-construction nesting surveys within 14 days prior to the start of construction or demolition at areas that have not been previously disturbed by project activities or after any construction breaks of 14 days or more. Surveys shall be performed for suitable habitat within 100 feet of the project site in order to locate any active passerine (perching bird) nests and within 100 feet of the project site to locate any active raptor (birds of prey) nests, waterbird nesting pairs, or colonies. 3. If active nests protected by federal or state law[4] are located during the preconstruction bird nesting surveys, a qualified biologist shall evaluate if the schedule of construction activities could affect the active nests and if so, the following measures would apply: a. If construction is not likely to affect the active nest, construction may proceed without restriction; however, a qualified biologist shall regularly monitor the nest at a frequency determined appropriate for the surrounding construction activity to confirm there is no adverse effect. The qualified biologist would determine spot-check monitoring frequency on a nest-by-nest basis considering the particular construction activity, duration, proximity to the nest, and physical barriers that may screen activity from the nest. The qualified biologist may revise his/her determination at any time during the nesting season in coordination with the Environmental Review Officer (ERO). b. If it is determined that construction may affect the active nest, the qualified biologist shall establish a no-disturbance buffer around the nest(s) and all project work shall halt within the buffer until a qualified biologist determines the nest is no longer in use. Given the developed condition of the site, initial buffer distances are 100 to 250 feet for passerines and 100 to 500 feet for raptors; however, the qualified biologist may adjust the buffers based on the nature of proposed activities or site specific conditions.	Project sponsor, construction contractors, and qualified biologist	Not more than 14 days prior to vegetation removal and grading activities that occur between January 15 and August 15	ERO	Complete upon completion of preconstruction nesting bird surveys or completion of vegetation removal and grading activities outside of the bird breeding season

[3] Typical experience requirements for a "qualified biologist" include a minimum of four years of academic training and professional experience in biological sciences and related resource management activities, and a minimum of two years of experience conducting surveys for each species that may be present within the project area.

[4] These would include species protected by FESA, MBTA, CESA, and California Fish and Game Code and does not apply to rock pigeon, house sparrow, or European starling. USFWS and CDFW are the federal and state agencies, respectively, with regulatory authority over protected birds and are the agencies who would be engaged with if nesting occurs onsite and protective buffer distances and/or construction activities within such a buffer would need to be modified while a nest is still active.

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.I Biological Resources (cont.)				
c. Modifying nest buffer distances, allowing certain construction activities within the buffer, and/or modifying construction methods in proximity to active nests shall be done at the discretion of the qualified biologist and in coordination with the ERO, who would notify CDFW. d. Any work that must occur within established no-disturbance buffers around active nests shall be monitored by a qualified biologist. If the qualified biologist observes adverse effects in response to project work within the buffer that could compromise the active nest, work within the no-disturbance buffer(s) shall halt until the nest occupants have fledged. e. With some exceptions, birds that begin nesting within the project area amid construction activities are assumed to be habituated to construction-related or similar noise and disturbance levels. Exclusion zones around such nests may be reduced or eliminated in these cases as determined by the qualified biologist in coordination with the ERO, who would notify CDFW. Work may proceed around these active nests as long as the nests and their occupants are not directly impacted.				
Mitigation Measure M-BI-3: Avoidance and Minimization Measures for Bats A qualified biologist[5] who is experienced with bat surveying techniques (including auditory sampling methods), behavior, roosting habitat, and identification of local bat species shall be consulted prior to demolition or building rehabilitation activities to conduct a pre-construction habitat assessment of the project site (focusing on buildings to be demolished or rehabilitated under the project) to characterize potential bat habitat and identify potentially active roost sites. No further action is required should the pre-construction habitat assessment not identify bat habitat or signs of potentially active bat roosts within the project site (e.g., guano, urine staining, dead bats, etc.). The following measures shall be implemented should potential roosting habitat or potentially active bat roosts be identified during the habitat assessment in buildings to be demolished or rehabilitated under the proposed project: 1. In areas identified as potential roosting habitat during the habitat assessment, initial building demolition or rehabilitation shall occur when bats are active, approximately between the periods of March 1 to April 15 and August 15 to October 15, to the extent feasible. These dates avoid the bat maternity roosting season and period of winter *torpor*.[6] 2. Depending on temporal guidance as defined below, the qualified biologist shall conduct pre-construction surveys of potential bat roost sites identified during the initial habitat assessment no more than 14 days prior to building demolition or rehabilitation.	Project sponsor, contractors, and qualified biologist	Not more than 14 days prior to building demolition or rehabilitation	ERO	Complete upon completion of preconstruction roosting bat surveys or completion of building demolition or rehabilitation

[5] Typical experience requirements for a qualified biologist include a minimum of four years of academic training and professional experience in biological sciences and related resource management activities, and a minimum of two years of experience conducting surveys for each species that may be present within the project area.
[6] Torpor refers to a state of decreased physiological activity with reduced body temperature and metabolic rate.

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.I Biological Resources (cont.)				
3. f active bat roosts or evidence of roosting is identified during pre-construction surveys, the qualified biologist shall determine, if possible, the type of roost and species. A no-disturbance buffer shall be established around roost sites until the qualified biologist determines they are no longer active. The size of the no-disturbance buffer would be determined by the qualified biologist and would depend on the species present, roost type, existing screening around the roost site (such as dense vegetation or a building), as well as the type of construction activity that would occur around the roost site. 4. If special-status bat species or maternity or hibernation roosts are detected during these surveys, appropriate species- and roost-specific avoidance and protection measures shall be developed by the qualified biologist in coordination with the California Department of Fish and Wildlife. Such measures may include postponing the removal of buildings or structures, establishing exclusionary work buffers while the roost is active (e.g., 100-foot no-disturbance buffer), or other avoidance measures. **5.** The qualified biologist shall be present during building demolition or rehabilitation if potential bat roosting habitat or active bat roosts are present. Buildings with active roosts shall be disturbed only under clear weather conditions when precipitation is not forecast for three days and when daytime temperatures are at least 50 degrees Fahrenheit. **6.** The demolition or rehabilitation of buildings containing or suspected to contain bat roosting habitat or active bat roosts shall be done under the supervision of the qualified biologist. When appropriate, buildings shall be partially dismantled to significantly change the roost conditions, causing bats to abandon and not return to the roost, likely in the evening and after bats have emerged from the roost to forage. Under no circumstances shall active maternity roosts be disturbed until the roost disbands at the completion of the maternity roosting season or otherwise becomes inactive, as determined by the qualified biologist.				
Mitigation Measure M-BI-4: Fish and Marine Mammal Protection during Pile Driving Prior to the start of any in-water construction that would require pile driving, the project sponsor shall prepare a National Marine Fisheries Service-approved sound attenuation monitoring plan to protect fish and marine mammals, and the approved plan shall be implemented during construction. This plan shall provide detail on the sound attenuation system, detail methods used to monitor and verify sound levels during pile driving activities (if required based on projected in-water noise levels), and describe best management practices to reduce impact pile-driving in the aquatic environment to an intensity level less than 183 dB (sound exposure level, SEL) impulse noise level for fish at a distance of 33 feet, and 160 dB (root mean square pressure level, RMS) impulse noise level or 120 dB (RMS) continuous noise level for marine mammals at a distance of 1,640 feet. The plan shall incorporate, but not be limited to, the following best management practices: • All in-water construction shall be conducted within the established environmental work window between June 1 and November 30, designed to avoid potential impacts to fish species.	Project sponsor and construction contractors, and qualified acoustical engineer with experience in fish and marine mammal noise protection	Prior to the start of any in-water construction that would require pile driving, during the work window between June 1 and November 30	Planning Department and National Marine Fisheries Service	Complete upon completion of in-water construction that requires pile driving

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.I Biological Resources (cont.)				
• To the extent feasible vibratory pile drivers shall be used for the installation of all support piles. Vibratory pile driving shall be conducted following the U.S. Army Corps of Engineers "Proposed Procedures for Permitting Projects that will Not Adversely Affect Selected Listed Species in California." U. S. Fish and Wildlife Service and National Marine Fisheries Service completed section 7 consultation on this document, which establishes general procedures for minimizing impacts to natural resources associated with projects in or adjacent to jurisdictional waters. • A soft start technique to impact hammer pile driving shall be implemented, at the start of each work day or after a break in impact hammer driving of 30 minutes or more, to give fish and marine mammals an opportunity to vacate the area. • If during the use of an impact hammer, established National Marine Fisheries Service pile driving thresholds are exceeded, a bubble curtain or other sound attenuation method as described in the National Marine Fisheries Service-approved sound attenuation monitoring plan shall be utilized to reduce sound levels below the criteria described above. If National Marine Fisheries Service sound level criteria are still exceeded with the use of attenuation methods, a National Marine Fisheries Service-approved biological monitor shall be available to conduct surveys before and during pile driving to inspect the work zone and adjacent waters for marine mammals. The monitor shall be present as specified by the National Marine Fisheries Service during impact pile driving and ensure that: – The safety zones established in the sound monitoring plan for the protection of marine mammals are maintained. – Work activities are halted when a marine mammal enters a safety zone and resumed only after the animal has been gone from the area for a minimum of 15 minutes. This noise level limit shall be coordinated with vibration limits required under Mitigation Measures M-NO-4a, Construction Vibration Monitoring, M-NO-4b, Vibration Control Measures During Controlled Blasting and Pile Driving, and M-NO-4c, Vibration Control Measures During Use of Vibratory Equipment, to ensure that the lowest of the specified vibration limits is ultimately implemented.				
Mitigation Measure M-BI-7: Compensation for Fill of Jurisdictional Waters The project sponsor shall provide compensatory mitigation for placement of fill associated with maintenance or installation of new structures in the San Francisco Bay as further determined by the regulatory agencies with authority over the bay during the permitting process. Compensation may include onsite or offsite shoreline improvements or intertidal/subtidal habitat enhancements along San Francisco's waterfront through removal of chemically treated wood material (e.g., pilings, decking, etc.) by pulling, cutting, or breaking off piles at least 1 foot below mudline or removal of other unengineered debris (e.g., concrete-filled drums or large pieces of concrete).	Project sponsor	Prior to project construction and during the permitting process	ERO and regulatory agencies with authority over the bay during the permitting process	Considered complete when bay related fill permits are issued and compensatory mitigation accepted by regulatory agencies

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
Initial Study E.3 Cultural Resources				
Mitigation Measure M-CR-1: Archeological Testing Based on a reasonable presumption that archeological resources may be present within the project site in locations determined to have moderate or high archeological sensitivity, the following measures shall be undertaken to avoid any potentially significant adverse effect from the proposed project on buried or submerged historical resources. The project sponsor shall retain the services of an archeological consultant from the San Francisco rotational Department Qualified Archeological Consultants List maintained by the San Francisco Planning Department archeologist. The project sponsor shall contact the department archeologist to obtain the names and contact information for the next three archeological consultants on the list. The archeological consultant shall undertake an archeological testing program as specified herein. In addition, the consultant shall be available to conduct an archeological monitoring and/or data recovery program if required pursuant to this measure. The archeological consultant's work shall be conducted in accordance with this measure at the direction of the City's appointed project Environmental Review Officer (ERO). All plans and reports prepared by the consultant as specified herein shall be submitted first and directly to the ERO for review and comment, and shall be considered draft reports subject to revision until final approval by the ERO. Archeological monitoring and/or data recovery programs required by this measure could suspend construction of the project for up to a maximum of four weeks. At the direction of the review officer, the suspension of construction can be extended beyond four weeks only if such a suspension is the only feasible means to reduce to a less than significant level potential effects on a significant archeological resource as defined in CEQA Guidelines section 15064.5 (a) and (c).	Project sponsor and Planning Department archeologist or a qualified archeological consultant from the Planning Department pool (archeological consultant)	Archeological consultant shall be retained prior to issuance of site permit from the Department of Building Inspection	Project sponsor to retain a qualified archeological consultant who shall report to the ERO. Qualified archeological consultant will scope archeological testing program with ERO and Planning Department staff archeologist	Considered complete when archeological consultant has approved scope from the ERO for the archeological testing program
Consultation with Descendant Communities: On discovery of an *archeological site*[7] associated with descendant Native Americans, the Overseas Chinese, or other potentially interested descendant group an *appropriate representative*[8] of the descendant group and the review officer shall be contacted. The representative of the descendant group shall be given the opportunity to monitor archeological field investigations of the site and to offer recommendations to the review officer regarding appropriate archeological treatment of the site, of recovered data from the site, and, if applicable, any interpretative treatment of the associated archeological site. A copy of the Final Archeological Resources Report shall be provided to the representative of the descendant group.	Project sponsor and/or archeological consultant	Throughout the duration of ground-disturbing activities	Project sponsor and/or archeological consultant to submit record of consultation as part of Final Archeological Resources Report, if applicable	Considered complete upon submittal to ERO of Final Archeological Resources Report, if applicable

[7] The term archeological site is intended here to minimally include any archeological deposit, feature, burial, or evidence of burial.
[8] An appropriate representative of the descendant group is here defined to mean, in the case of Native Americans, any individual listed in the current Native American Contact List for the City and County of San Francisco maintained by the California Native American Heritage Commission and in the case of the Overseas Chinese, the Chinese Historical Society of America. An appropriate representative of other descendant groups should be determined in consultation with the Department archeologist.

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
Initial Study E.3 Cultural Resources (cont.)				
Archeological Testing Program. The archeological consultant shall prepare and submit to the review officer for review and approval an archeological testing plan. The archeological testing program shall be conducted in accordance with the approved archeological testing plan. The archeological testing plan shall identify the property types of the expected archeological resource(s) that potentially could be adversely affected by the proposed project, the testing method to be used, and the locations recommended for testing. The purpose of the archeological testing program will be to determine to the extent possible the presence or absence of archeological resources and to identify and to evaluate whether any archeological resource encountered on the site constitutes an historical resource under CEQA.	Project sponsor/ archeological consultant at the direction of the ERO.	Prior to any soils-disturbing activities on the project site.	Consultant Archeologist shall prepare and submit draft ATP to the ERO. ATP to be submitted and reviewed by the ERO prior to any soils disturbing activities on the project site.	Date ATP submitted to the ERO: _____ Date ATP approved by the ERO: _____ Date of initial soils disturbing activities: _____
At the completion of the archeological testing program, the archeological consultant shall submit a written report of the findings to the review officer. If based on the archeological testing program the archeological consultant finds that significant archeological resources may be present, the review officer in consultation with the archeological consultant shall determine if additional measures are warranted. Additional measures that may be undertaken include additional archeological testing, archeological monitoring, and/or an archeological data recovery program. No archeological data recovery shall be undertaken without the prior approval of the review officer or the planning department archeologist. If the review officer determines that a significant archeological resource is present and that the resource could be adversely affected by the proposed project, at the discretion of the project sponsor either: A. The proposed project shall be re-designed so as to avoid any adverse effect on the significant archeological resource; or B. A data recovery program shall be implemented, unless the review officer determines that the archeological resource is of greater interpretive than research significance and that interpretive use of the resource is feasible.	Project sponsor/ archeological consultant at the direction of the ERO.	After completion of the Archeological Testing Program.	Archeological consultant shall submit report of the findings of the ATP to the ERO.	Date archeological findings report submitted to the ERO: _____ ERO determination of significant archeological resource present? Y N Would resource be adversely affected? Y N Additional mitigation to be undertaken by project sponsor? Y N
Archeological Monitoring Program. If the review officer in consultation with the archeological consultant determines that an archeological monitoring program shall be implemented the archeological monitoring program shall minimally include the following provisions: • The archeological consultant, project sponsor, and review officer shall meet and consult on the scope of the archeological monitoring plan reasonably prior to any project-related soils disturbing activities commencing. The review officer in consultation with the archeological consultant shall determine what project activities shall be archeologically monitored. In most cases, any soils- disturbing activities, such as demolition, foundation removal, excavation, grading, utilities installation, foundation work, driving of piles (foundation, shoring, etc.), site remediation, etc., shall require archeological monitoring because of the risk these activities pose to potential archeological resources and to their depositional context;	Project sponsor/ archeological consultant/ archeological monitor/ contractor(s), at the direction of the ERO.	ERO and archeological consultant shall meet prior to commencement of soils-disturbing activity. If the ERO determines that an Archeological Monitoring Program is necessary, monitor throughout all soils-disturbing activities.	Project sponsor/ archeological consultant/ archeological monitor/ contractor(s) shall implement the AMP, if required by the ERO.	AMP required? Y N Date: _____ Date AMP submitted to the ERO: _____ Date AMP approved by the ERO: _____

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
Initial Study E.3 Cultural Resources (cont.)				
• The archeological consultant shall advise all project contractors to be on the alert for evidence of the presence of the expected resource(s), of how to identify the evidence of the expected resource(s), and of the appropriate protocol in the event of apparent discovery of an archeological resource; • The archeological monitor(s) shall be present on the project site according to a schedule agreed upon by the project sponsor, archeological consultant, and the Environmental Review Officer (ERO) until the review officer has, in consultation with project archeological consultant, determined that project construction activities could have no effects on significant archeological deposits; • The archeological monitor shall record and be authorized to collect soil samples and artifactual/ecofactual material as warranted for analysis; • If an intact archeological deposit is encountered, all soils-disturbing activities in the vicinity of the deposit shall cease. The archeological monitor shall be empowered to temporarily redirect demolition/excavation/pile driving/construction activities and equipment until the deposit is evaluated. If in the case of pile driving or deep foundation activities (foundation, shoring, etc.), the archeological monitor has cause to believe that the pile driving or deep foundation activities may affect an archeological resource, the pile driving or deep foundation activities shall be terminated until an appropriate evaluation of the resource has been made in consultation with the review officer. The archeological consultant shall immediately notify the review officer of the encountered archeological deposit. The archeological consultant shall make a reasonable effort to assess the identity, integrity, and significance of the encountered archeological deposit, and present the findings of this assessment to the ERO. Whether or not significant archeological resources are encountered, the archeological consultant shall submit a written report of the findings of the monitoring program to the ERO.				Date AMP implementation complete: _____ Date written report regarding findings of the AMP received: _____
Archeological Data Recovery Program. The archeological data recovery program shall be conducted in accord with an archeological data recovery plan. The archeological consultant, project sponsor, and ERO shall meet and consult on the scope of the archeological data recovery plan prior to preparation of a draft plan. The archeological consultant shall submit a draft plan to the ERO. The archeological data recovery plan shall identify how the proposed data recovery program will preserve the significant information the archeological resource is expected to contain. That is, the archeological data recovery plan will identify what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. Data recovery, in general, should be limited to the portions of the historical property that could be adversely affected by the proposed project. Destructive data recovery methods shall not be applied to portions of the archeological resources if nondestructive methods are practical.	Archeological consultant, as directed by the ERO	If there is a determination that an ADRP program is required, conduct ADRP throughout all soils-disturbing activities.	Project sponsor/ archeological consultant/ archeological monitor/ contractor(s) shall prepare an ADRP if required by the ERO.	ADRP required? Y N Date: _____ Date of scoping meeting for ARDP: _____ Date Draft ARDP submitted to the ERO: _____

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
Initial Study E.3 Cultural Resources (cont.)				
The scope of the archeological data recovery plan shall include the following elements: • *Field Methods and Procedures.* Descriptions of proposed field strategies, procedures, and operations. • *Cataloguing and Laboratory Analysis.* Description of selected cataloguing system and artifact analysis procedures. • *Discard and Deaccession Policy.* Description of and rationale for field and post-field discard and deaccession policies. • *Interpretive Program.* Consideration of an onsite/offsite public interpretive program during the course of the archeological data recovery program. • *Security Measures.* Recommended security measures to protect the archeological resource from vandalism, looting, and non-intentionally damaging activities. • *Final Report.* Description of proposed report format and distribution of results. • *Curation.* Description of the procedures and recommendations for the curation of any recovered data having potential research value, identification of appropriate curation facilities, and a summary of the accession policies of the curation facilities.				Date ARDP approved by the ERO: _____ Date ARDP implementation complete: _____
Human Remains, Associated or Unassociated Funerary Objects. The treatment of human remains and of associated or unassociated funerary objects discovered during any soils disturbing activity shall comply with applicable state and federal laws, including immediate notification of the Office of the Chief Medical Examiner of the City and County of San Francisco and in the event of the medical examiner's determination that the human remains are Native American remains, notification of the California State Native American Heritage Commission who shall appoint a Most Likely Descendant (Public Resource Code section 5097.98). The ERO shall also be immediately notified upon discovery of human remains. The archeological consultant, project sponsor, ERO, and a most likely descendant shall have up to but not beyond six days after the discovery to make all reasonable efforts to develop an agreement for the treatment of human remains and associated or unassociated funerary objects with appropriate dignity (CEQA Guidelines section 15064.5(d)). The agreement should take into consideration the appropriate excavation, removal, recordation, analysis, curation, possession, and final disposition of the human remains and associated or unassociated funerary objects. Nothing in existing state regulations or in this mitigation measure compels the project sponsor and the ERO to accept recommendations of a most likely descendant. The archeological consultant shall retain possession of any Native American human remains and associated or unassociated burial objects until completion of any scientific analyses of the human remains or objects as specified in the treatment agreement if such as agreement has been made or, otherwise, as determined by the archeological consultant and the ERO. If no agreement is reached, state regulations shall be followed including the reburial of the human remains and associated burial objects with appropriate dignity on the property in a location not subject to further subsurface disturbance (Public Resource Code section 5097.98).	Project sponsor, contractor, Planning Department's archeologist or archaeological consultant, and ERO	Throughout the duration of ground-disturbing activities	Project sponsor to notify ERO, Coroner, and, if applicable, NAHC of any discovery of human remains	Considered complete upon completion of ground-disturbing activities

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
Initial Study E.3 Cultural Resources (cont.)				
Final Archeological Resources Report. The archeological consultant shall submit a Draft Final Archeological Resources Report to the ERO that evaluates the historical significance of any discovered archeological resource and describes the archeological and historical research methods employed in the archeological testing//recovery program(s) undertaken. Information that may put at risk any archeological resource shall be provided in a separate removable insert within the final report. Once approved by the ERO, copies of the Final Archeological Resources Report shall be distributed as follows: California Historical Resource Information System Northwest Information Center shall receive one (1) copy and the ERO shall receive a copy of the transmittal of the report to the Northwest Information Center. The San Francisco Planning Department Environmental Planning Division shall receive one bound, one unbound and one unlocked, searchable PDF copy on CD of the report along with copies of any formal site recordation forms (California Department of Parks and Recreation 523 form) and/or documentation for nomination to the National Register of Historic Places/California Register of Historical Resources. In instances of high public interest in or the high interpretive value of the resource, the ERO may require a different final report content, format, and distribution than that presented above.	Archeological consultant	Prior to the issuance of the last certificate of occupancy for the proposed project	ERO	Considered complete upon submittal to ERO and other repositories identified in mitigation measure of Final Archeological Resources Report
Mitigation Measure M-CR-3: Tribal Cultural Resources Interpretive Program If the ERO determines that a significant archeological resource is present, and if in consultation with the affiliated Native American tribal representatives, the review officer determines that the resource constitutes a tribal cultural resource and that the resource could be adversely affected by the proposed project, the proposed project shall be redesigned so as to avoid any adverse effect on the significant tribal cultural resource, if feasible. If the ERO, in consultation with the affiliated Native American tribal representatives, determines that preservation-in-place of the tribal cultural resources is not a sufficient or feasible option, the project sponsor shall implement an interpretive program of the tribal cultural resource in consultation with affiliated tribal representatives. An interpretive plan produced in consultation with the ERO and affiliated tribal representatives, at a minimum, and approved by the ERO would be required to implement the interpretive program. The plan shall identify, as appropriate, proposed locations for installations or displays, the proposed content and materials of those displays or installation, the producers or artists of the displays or installation, and a long-term maintenance program. The interpretive program may include artist installations, preferably by local Native American artists, oral histories with local Native Americans, artifacts displays and interpretation, and educational panels or other informational displays.	Project sponsor in consultation with tribal representative(s), as directed by the ERO	If directed by the ERO to implement an interpretive program, approval of interpretive plan prior to the issuance of the certificate of occupancy for the proposed building affecting the relevant Tribal Cultural Resource	ERO	Considered complete upon implementation of any required interpretive program

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
Initial Study E.13 Geology and Soils				
Mitigation Measure M-GE-6: Paleontological Resources Monitoring and Mitigation Program Prior to issuance of a building permit for construction activities that would disturb the deep fill area, where Pleistocene-aged sediments, which may include Colma Formation, bay mud, bay clay, and older beach deposits (based on the site-specific geotechnical investigation or other available information) may be present, the project sponsor shall retain the services of a qualified paleontological consultant having expertise in California paleontology to design and implement a Paleontological Resources Monitoring and Mitigation Program. The program shall specify the timing and specific locations where construction monitoring would be required; inadvertent discovery procedures; sampling and data recovery procedures; procedures for the preparation, identification, analysis, and curation of fossil specimens and data recovered; preconstruction coordination procedures; and procedures for reporting the results of the monitoring program. The program shall be consistent with the Society for Vertebrate Paleontology Standard Guidelines for the mitigation of construction-related adverse impacts to paleontological resources and the requirements of the designated repository for any fossils collected. During construction, earth-moving activities that have the potential to disturb previously undisturbed native sediment or sedimentary rocks shall be monitored by a qualified paleontological consultant having expertise in California paleontology. Monitoring need not be conducted when construction activities would encounter artificial fill, Young Bay Mud, or non-sedimentary rocks of the Franciscan Complex. If a paleontological resource is discovered, construction activities in an appropriate buffer around the discovery site shall be suspended for a maximum of 4 weeks. At the direction of the Environmental Review Officer (ERO), the suspension of construction can be extended beyond four (4) weeks if needed to implement appropriate measures in accordance with the program, but only if such a suspension is the only feasible means to prevent an adverse impact on the paleontological resource. The paleontological consultant's work shall be conducted at the direction of the City's environmental review officer. Plans and reports prepared by the consultant shall be submitted first and directly to the ERO for review and comment, and shall be considered draft reports subject to revision until final approval by the ERO.	Project sponsor and a qualified paleontological consultant	Prior to issuance of a demolition or building permit	ERO	Considered complete upon completion of project construction

TABLE B
IMPROVEMENT MEASURES ADOPTED AS CONDITIONS OF APPROVAL

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.E Transportation and Circulation				
Improvement Measure I-TR-A: Construction Management Plan and Public Updates • ***Construction Management Plan***—The project sponsor will develop and, upon review and approval by the San Francisco Municipal Transportation Agency (SFMTA) and San Francisco Public Works, implement a Construction Management Plan, addressing transportation-related circulation, access, staging and hours of delivery. The Construction Management Plan would disseminate appropriate information to contractors and affected agencies with respect to coordinating construction activities to minimize overall disruption and ensure that overall circulation in the project area is maintained to the extent possible, with particular focus on ensuring transit, pedestrian, and bicycle connectivity. The Construction Management Plan would supplement and expand, rather than modify or supersede, the regulations, or provisions set forth by the SFMTA, Public Works, or other City departments and agencies, and the California Department of Transportation. Management practices could include: best practices for accommodating pedestrians and bicyclists, identifying routes for construction trucks to utilize, actively managing construction truck traffic, and minimizing delivery and haul truck trips during the morning (7 a.m. to 9 a.m.) and evening (4 p.m. to 6 p.m.) peak periods (or other times, as determined by the SFMTA). If construction of the proposed project is determined to overlap with nearby adjacent project(s) using the same truck access routes in the project vicinity, the project sponsor or its contractor(s) will consult with various City departments, as deemed necessary by the SFMTA, Public Works, and the Planning Department, to develop a Coordinated Construction Truck Routing Plan to minimize the severity of any disruption of access to land uses and transportation facilities. The plan will identify optimal truck routes between the regional facilities and the project sites, taking into consideration truck routes of other development and infrastructure projects and any construction activities affecting the roadway network. • ***Carpool, Bicycle, Walk, and Transit Access for Construction Workers***—To minimize parking demand and vehicle trips associated with construction workers, the construction contractor will include as part of the Construction Management Plan methods to encourage carpooling, bicycle, walk and transit access to the project site by construction workers. These methods could include providing secure bicycle parking spaces, participating in free-to-employee and employer ride matching program from www.511.org, participating in the emergency ride home program through the City of San Francisco (www.sferh.org), and providing transit information to construction workers. • ***Project Construction Updates for Nearby Businesses and Residents***—To minimize construction impacts on access to nearby residences and businesses, the project sponsor will provide nearby residences and adjacent businesses with regularly-updated information regarding project construction, including construction activities, peak construction vehicle activities, travel lane closures, and parking lane and sidewalk closures (e.g., via the project's website). A regular email notice will be distributed by the project sponsor that would provide current construction information of interest to neighbors, as well as contact information for specific construction inquiries or concerns.	Project sponsor, construction contractor, SFMTA, SF Public Works, as directed by the ERO	Prior to the issuance of a site permit, demolition permit, or any other permit from the Department of Building Inspection	SFMTA, SF Public Works, Planning Department	Considered complete upon completion of project construction

TABLE B (CONTINUED)
IMPROVEMENT MEASURES ADOPTED AS CONDITIONS OF APPROVAL

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.E Transportation and Circulation (cont.)				
Improvement Measure I-TR-B: Monitoring and Abatement of Queues As an improvement measure to reduce the potential for queuing of vehicles accessing the project garages, it will be the responsibility of the project sponsor to ensure that recurring vehicle queues or vehicle conflicts do not occur adjacent to garage entries. A vehicle queue is defined as one or more vehicles blocking any portion of adjacent sidewalks, bicycle lanes, or travel lanes for a consecutive period of three minutes or longer on a daily and/or weekly basis. If recurring queuing occurs, the owner/operator of the facility will employ abatement methods as needed to abate the queue. Appropriate abatement methods will vary depending on the characteristics and causes of the recurring queue, as well as the characteristics of the parking facility, the street(s) to which the facility connects, and the associated land uses (if applicable). Suggested abatement methods include, but are not limited to the following: redesign of facility to improve vehicle circulation and/or onsite queue capacity; employment of parking attendants; installation of "GARAGE FULL" signs with active management by parking attendants; use of valet parking or other space-efficient parking techniques; use of other garages on the project site; use of parking occupancy sensors and signage directing drivers to available spaces; travel demand management strategies; and/or parking demand management strategies such as parking time limits, paid parking, time-of-day parking surcharge, or validated parking. If the planning director, or his or her designee, determines that a recurring queue or conflict may be present, the planning department will notify the project sponsor in writing. Upon request, the owner/operator will hire a qualified transportation consultant to evaluate the conditions at the site for no less than seven days. The consultant will prepare a monitoring report to be submitted to the planning department for review. If the planning department determines that a recurring queue or conflict does exist, the project sponsor will have 90 days from the date or the written determination to abate the recurring queue or conflict.	Project sponsor, qualified transportation consultant, as directed by the ERO	Ongoing during project operation; if/when a vehicle queue is identified as reoccurring	ERO or other Planning Department staff	Monitoring of the public right-of-way would be on-going by the owner/operator of off-street parking operations; considered complete upon abatement of the recurring queue or conflict
EIR Section 4.F Noise and Vibration				
Improvement Measure I-NO-A, Nighttime Construction Noise Control Measures The following shall occur to reduce potential conflicts between nighttime construction activities on the project site and residents of the Pier 70 project: • Nighttime construction noise shall be limited to 10 dBA above ambient levels at 25 feet from the edge of the Power Station project boundary. • Temporary noise barriers installed in the line-of-sight between the location of construction and any occupied residential uses. • Construction contractor(s) shall be required to make best efforts to complete the loudest construction activities before 8 p.m. and after 7 a.m.	Project sponsor and construction contractor	During the construction	Planning Department, Department of Building Inspection (as requested and/or on complaint basis)	Considered complete at the completion of project construction

TABLE B (CONTINUED)
IMPROVEMENT MEASURES ADOPTED AS CONDITIONS OF APPROVAL

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.F Noise and Vibration (cont.)				
• Further, notices shall be provided to be mailed or, if possible, emailed to residents of the Pier 70 project at least 10 days prior to the date any nighttime construction activities are scheduled to occur and again within three days of commencing such work. Such notice shall include: i. a description of the work to be performed; ii. two 24-7 emergency contact names and cell phone numbers; iii. the exact dates and times when the night work will be performed; iv. the name(s) of the contractor(s); and v. the measures that the contractor will perform to reduce or mitigate night noise. • In addition to the foregoing, the Developer shall work with building managers of occupied residential buildings in the Pier 70 project to post a notification with the aforementioned information in the lobby and other public meeting areas in the building.				
Improvement Measure I-NO-B: Avoidance of Residential Streets Trucks should be required to use routes and queuing and loading areas that avoid existing and planned residential uses to the maximum extent feasible, including existing residential development on Third Street (north of 23rd Street), existing residential development on Illinois Street (north of 20th Street), and planned Pier 70 residential development (north of 22nd Street).	Project sponsor and construction contractor	During the construction	Planning Department, Department of Building Inspection	Considered complete at the completion of project construction
Improvement Measure I-NO-C: Design of Future Noise-Generating Uses near Residential Uses: The following improvement measures will be implemented to reduce the potential for disturbance of Pier 70 residents from other traffic-related, noise-generating activities located near the northern PPS site boundary: a. *Design of Building Loading Docks and Trash Enclosures*. To minimize the potential for sleep disturbance at any potential adjacent residential uses, exterior facilities such as loading areas / docks and trash enclosures associated with any non-residential uses along Craig Lane, shall be located on sides of buildings facing away from existing or planned Residential or Child Care uses, if feasible. If infeasible, these types of facilities associated with non-residential uses along Craig Lane shall be enclosed. If residential uses exist or are planned on Craig Lane, on-street loading activities on Craig Lane shall occur between the hours of 7:00 a.m. and 8:00 p.m. on weekdays, and 9:00 a.m. to 8:00 p.m. on Saturdays, Sundays, and federal holidays. Off-street loading outside of these hours shall only be permitted only if such loading occurs entirely within enclosed buildings. b. *Design of Above-Ground Parking Structure*. Any parking structure shall be designed to shield existing or planned residential uses from noise and light associated with parking cars. c. *Restrict Hours of Operation of Loading Activities on Craig Lane*. To reduce potential conflicts between loading activities for commercial uses and potential residential uses, the project	Project sponsor and acoustical design consultant	Prior to approval of a building permit for development along the northern site boundary (adjacent to Pier 70) (a. and b.) Ongoing (c.)	Planning Department, Department of Building Inspection, and SFMTA	Considered complete at the completion of project construction (a. and b.), and for (c), upon completion of the Covenants, Conditions, and Restrictions applicable to the project site document

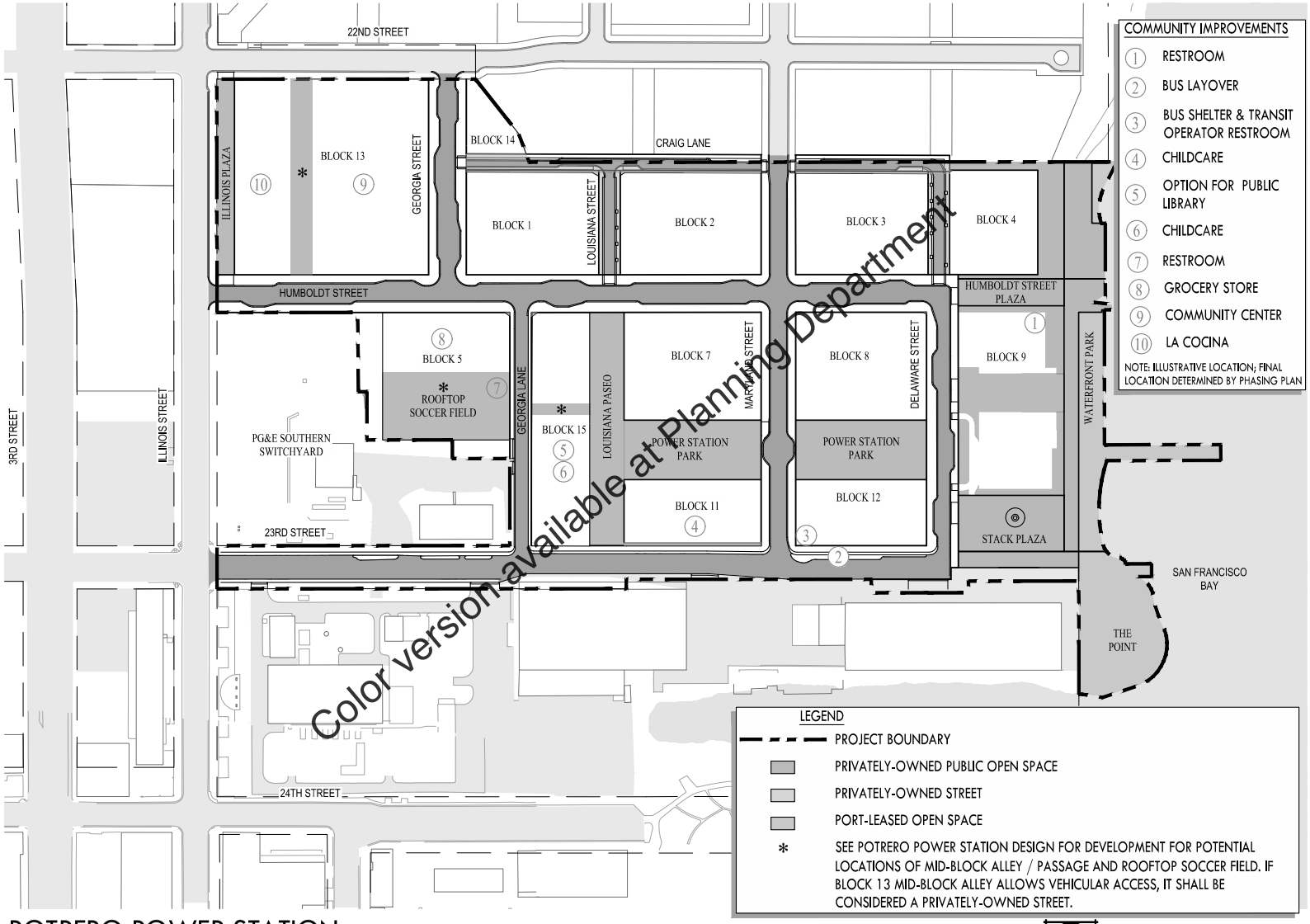
TABLE B (CONTINUED)
IMPROVEMENT MEASURES ADOPTED AS CONDITIONS OF APPROVAL

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.F Noise and Vibration (cont.)				
sponsor will seek to restrict loading activities on Craig Lane to occur only between the hours of 7 a.m. and 8 p.m. In the event Craig Lane is a private street, such restriction may be included in the Covenants, Conditions, and Restrictions applicable to the project site. If San Francisco Public Works accepts Craig Lane, the project sponsor will seek to have SFMTA impose these restrictions.				
EIR Section 4.H Wind and Shadow				
Improvement Measure I-WS-1: Wind Reduction Features for Block 1 As part of the schematic design of building(s) on Block 1, the project sponsor and the Block 1 architect(s) should consult with a qualified wind consultant regarding design treatments to minimize pedestrian-level winds created by development on Block 1, with a focus on the southwest corner of the block. Design treatments could include, but need not be limited to, inclusion of podium setbacks, terraces, architectural canopies or screens, vertical or horizontal fins, chamfered corners, and other articulations to the building façade. If such building design measures are found not to be effective, landscaping (trees and shrubs), street furniture, and ground-level fences or screens may be considered. If recommended by the qualified wind consultant, the project sponsor should subject the building(s) proposed for this block to wind tunnel testing prior to the completion of schematic design. The goal of this measure is to improve pedestrian wind conditions resulting from the development of Block 1. The project sponsor should incorporate into the design of the Block 1 building(s) any wind reduction features recommended by the qualified wind consultant.	Project sponsor, architect and qualified wind consultant	Prior to Design Approval for Block 1	Planning Department, Department of Building Inspection, or ERO	Considered complete upon issuance of Block 1 Design Approval

Exhibit K
Intentionally Omitted

Exhibit L
Privately-Owned Community Improvements

Exhibit L-1
Map of Privately-Owned Community Improvements



Color version available at Planning Department

POTRERO POWER STATION

EXHIBIT L-1: PRIVATELY OWNED COMMUNITY IMPROVEMENTS

Exhibit L-2
Regulations Regarding Access to and Maintenance of Certain Privately-Owned Community Improvements

Exhibit L-2
Regulations Regarding Access and Maintenance of
Certain Privately-Owned Community Improvements

These Regulations ("**Regulations**"), inclusive of the "Code of Conduct" set forth herein, shall govern the use, maintenance, and operations of those certain Privately-Owned Community Improvements that are also Parks and Open Spaces and located on Developer Property (each, a "**Privately-Owned Public Open Space**" and collectively, the "**Privately-Owned Public Open Spaces**"). These Regulations also govern the use, maintenance, and operations of the Premises under and as defined in the Port Lease that are also Privately-Owned Community Improvements and Parks and Open Spaces (the "**Port-Leased Open Space**"). The Privately-Owned Public Open Spaces and Port-Leased Open Spaces are collectively defined as the "**Public Access Open Space Areas**". Initially capitalized and other terms not listed below are defined in the Development Agreement. All references to the Development Agreement include this Exhibit.

The Privately-Owned Public Open Spaces are Power Station Park, Humboldt Street Plaza, Block 9 Open Space (including Turbine Plaza and the Block 9 publicly accessible restroom), Stack Plaza, Louisiana Paseo, Illinois Street Plaza, the Soccer Field (including the publicly accessible restroom to be provided in close proximity to the Soccer Field), and portions of Waterfront Park and the Point (all as defined in the Phasing Plan and the Design for Development), as well as the Mid-Block Passage on Block 15 and the potential Mid-Block Alley on Block 13 (unless the Mid-Block Alley on Block 13 is open to vehicle traffic). The Port-Leased Open Space is portions of Waterfront Park and the Point. The Privately-Owned Public Open Spaces and the Port-Leased Open Space are shown on Exhibit L-1.

These Regulations shall be incorporated into the form of CC&Rs recorded against the Project Site. The CC&Rs shall require that the Management Association shall post notice online inviting neighborhood organizations and members of the public to a minimum of one (1) of the Management Association's meetings held per year. Such notice also shall be provided to the Planning Department and Port of San Francisco. At such meeting, the Management Association shall provide the opportunity for the City and Port or members of such neighborhood organizations to comment on the Management Association's use, maintenance, and/or operation of the Public Access Open Space Areas.

I. USE AND OPERATION OF PUBLIC ACCESS OPEN SPACE AREAS

A. Authority

1. Developer and Management Association

The Developer and/or Management Association have authority to control, manage, and operate the Public Access Open Space Areas, subject to the Development Agreement and, with respect to the Port-Leased Open Space, the Port Lease, in each case, inclusive of the Regulations set forth in this Exhibit L-2.

B. Monitoring and Reporting.

One year from the completion and opening of any Public Access Open Space Areas, and then every three years thereafter, the Management Association shall submit a maintenance and operations report to the Zoning Administrator for review by the Planning Department and to the Port Director for review by the Port. At a minimum the maintenance and operations report shall include:

1. A description of the amenities, and list of events and programming with dates, and any changes to the design or programing during the reporting period;

2. If the design of the Public Access Open Space Areas was altered during the reporting period, a plan of the Public Access Open Space Areas, including the location of amenities, food service, landscape, furnishing, lighting, and signage;

3. Photos of the existing Public Access Open Space Areas at time of reporting;

4. Description of access to the Public Access Open Space Areas, if it changed during the reporting period;

5. A schedule of the means and hours of access, if changed during the reporting period, and all temporary closures occurring during the reporting period;

6. A schedule of completed maintenance activities during the reporting period;

7. A schedule of proposed maintenance activities for the next reporting period;

8. Contact information for a community liaison officer; and

9. A list of complaints filed to the Association regarding the parks operations or maintenance

C. Public Use

Upon completion of the Privately-Owned Public Open Spaces in accordance with the Development Agreement and Phasing Plan, Developer and/or Management Association shall offer, in perpetuity, the Privately-Owned Public Open Spaces for the use, enjoyment and benefit of the public for open space and recreational purposes only, including leisure, social activities, picnics, playgrounds, sports, and authorized special events, as applicable and as set forth in these Regulations and the Design for Development; provided, however, that Developer may use the Privately-Owned Public Open Spaces for temporary construction staging related to adjacent development within the Project Site (during which time the subject Privately-Owned Public Open Space shall not be used by the public). Without limiting the Permitted Use under and as defined in the Port Lease, the Port-Leased Open Spaces shall be offered by the Developer and/or Management Association for the use, enjoyment and benefit of the public for those uses consistent with the Public Trust (as defined in the Port Lease) and the Port Lease.

D. No Discrimination

Developer and/or Management Association shall not discriminate against or segregate any person or group of persons, on account of race, color, religion, creed, national origin, gender, ancestry, sex, sexual orientation, age, disability, medical condition, marital status, or acquired immune deficiency syndrome, acquired or perceived, in the use, occupancy, tenure, or enjoyment of the Privately-Owned Public Open Spaces. The requirements of Section 38.1 of the Port Lease ("Non-Discrimination") shall apply to the Port-Leased Open Space.

E. Maintenance Standard

The Privately-Owned Public Open Spaces shall be operated, managed, and maintained in a clean and safe condition in accordance with the anticipated and foreseeable use thereof. The Port-Leased Open Spaces shall be operated, managed and maintained consistent with the standards for operation, management and maintenance of a first-class public park and open space project in accordance with the Port Lease.

F. Rooftop Privately-Owned Public Open Space

Where Privately-Owned Public Open Space is provided in connection with Retail structures on the rooftop of a majority non-residential building (excluding Block 9), such Open Space shall comply with Planning Code Section 138(d)(1), and shall be open to the public, at a minimum, during operating hours of the associated Retail space.

G. Scheduling of Active Recreational Activities for the Soccer Field and the Power Station Park Fields

The Soccer Field, sized to accommodate at least a U-10 field, shall be provided on either the roof of the district parking structure on one of Blocks 1, 5, or 13, or in another location on the Project Site, as further described in the Phasing Plan and Design for Development. During all operating hours, so long as SFRPD accepts such obligation in writing, use of the Soccer Field will be reservable through the City's Recreation and Parks Department ("**SFRPD**") reservation system for sports activities, including for sport leagues. SFRPD shall maintain an up-to-date schedule for this facility, available to view regularly by Developer and/or Management Association, and the public. In such instance, SFRPD shall assess fees for the use of the Soccer Field (the "**SFRPD Reservation Fees**") in an amount commensurate with fees typically assessed by SFRPD for similar facilities. However, as neither the SFRPD nor the City shall be liable or responsible for carrying out or funding any maintenance obligations to the Soccer Field, any SFRPD Reservation Fees collected by SFRPD that exceed its administrative costs for the Soccer Field reservation system shall be paid to the Developer and/or Management Association. Developer and/or Management Association shall be responsible for carrying out and funding ongoing maintenance of the Soccer Field. SFRPD may propose to Developer and/or Management Association and undertake, at the expense of SFRPD or in collaboration with Developer and/or Management Association, minor capital improvements or installation of equipment and furnishings to enhance public usage of the facility over time, subject to review and approval by Developer and/or Management Association, which approval shall not be unreasonably withheld. Whether the Soccer

Field is subject to the SFRPD reservation system shall be determined by the process identified in Exhibit Z.

Power Station Park contains multi-purpose grass areas that are not programmed or striped for any specific sport or purpose (the "**Power Station Park Fields**"). The Power Station Park Fields are sufficiently sized to accommodate two youth U-6 soccer fields. Use of the Power Station Park Fields will be reservable through a system established and managed by the Developer and/or Management Association, or, at the election of the Developer and/or Management Association, the SFRPD reservation system. Use of the Power Station Park Fields shall be available for reservation for soccer or other active recreation uses for no fewer than three consecutive hours per day between the hours of 3pm and 7pm Monday through Friday and between 9am and 6pm on weekends. Developer and/or Management Association may assess fees for the use of the Power Station Park Fields in an amount commensurate with fees typically assessed by SFRPD for similar facilities.

H. Reservation System for Port-Leased Open Spaces

Port and Developer shall cooperate in good faith with respect to any process by which members of the public reserve open spaces and associated facilities within the Port-Leased Open Spaces, including any open recreation areas or areas designed for group gatherings (both of which may be used by groups for activities including, but not limited to, yoga, tai chi, or badminton) and picnic tables. Port and Developer shall provide an online reservation system for the same that is linked to a broader City reservation system, such as the SFRPD website, similar to what is currently provided for other non-SFRPD open spaces located on Port property. Notwithstanding the foregoing, all reservation procedures within the Port-Leased Open Space shall be consistent with the Port Lease.

I. Temporary Closure of Public Access Open Space Areas

Developer and/or Management Association shall have the right, without obtaining the prior consent of the City or any other person or entity, to temporarily close any or all of the Public Access Open Space Areas to the public from time to time for one of the following three reasons. In each instance, such temporary closure of any Privately-Owned Public Open Space shall continue for as long as Developer and/or Management Association reasonably deems necessary to address the circumstances below. In each instance, Developer and/or Management Association shall have the right to temporarily close any Port-Leased Open Spaces for such period as Developer and/or Management Association reasonably deems necessary to address the circumstances below, but in no event for more than seven (7) consecutive days, unless the Port approves additional time for such closure, which approval shall not be unreasonably withheld.

1. Emergency

In the event of an emergency or danger to the public health or safety created from whatever cause (including, but not limited to, flood, storm, fire, earthquake, explosion, accident, criminal activity, riot, civil disturbances, civil unrest, unlawful assembly), Developer and/or Management Association may temporarily close the Public Access Open Space Areas (or affected portions

thereof) in any manner deemed necessary or desirable to promote public safety, security, and the protection of persons and property.

2. Maintenance and Repairs

Developer and/or Management Association may temporarily close the Public Access Open Space Areas (or affected portions thereof) in order to make any repairs or perform any maintenance as Developer and/or Management Association, in its reasonable discretion, deems necessary or desirable to repair, maintain, or operate the Public Access Open Space Areas; provided such closure may not impede emergency vehicle access.

3. Special Events

Developer and/or Management Association shall have the right to close temporarily to the public all or any portion of any Privately-Owned Public Open Space per the allowances described below, and as summarized in Figure L-2.1, in connection with the use of the subject Privately-Owned Public Open Space for a private or public special event such as fundraisers, picnics, concerts, and weddings (each, a "**Special Event**" and collectively, "**Special Events**"). All Special Events must comply with all applicable laws and are subject to any required approvals or permits from applicable City Agencies with jurisdiction over the Special Event. Prior to closing any Privately-Owned Public Open Space for a Special Event, a notice of the closure shall be posted at all major entrances to the subject Privately-Owned Public Open Space for a period of seventy-two (72) hours prior to the Special Event. Figure L-2.2 depicts the areas within the subject Privately-Owned Public Open Spaces that may be closed for Special Events. Developer and/or Management Association may require payment of a permit fee or other charge for use of any Privately-Owned Public Open Space for Special Events. Such permit fee or other charge shall be commensurate with the permit fees charged by SFRPD for use of comparable City-owned facilities. Developer and/or Management Association shall provide discounts from regular permit fee amounts to non-profit or community organizations consistent with any discounts provided by SFRPD for similar open space facilities, so long as such discounts are provided by SFRPD on a Citywide basis.

A. Power Station Park

Developer and/or Management Association shall have the right to close temporarily to the public the portions of Power Station Park East and any portion of Power Station Park West that does not include a play structure as shown in Figure L-2.2 of this Exhibit for a period of up to forty-eight (48) consecutive hours, no more than one time per month, up to a cumulative maximum of 6 (six) events per year per space. Any temporary closure must provide a minimum 10 (ten) feet clear pedestrian passage that traverses the length of the entire space and is free and open to the public for access to all adjacent buildings and uses. Temporary closures shall not be permitted on Saturdays and Sundays between the hours of 7am and 6pm more than two times per year.

B. Stack Plaza

Developer and/or Management Association shall have the right to close temporarily the portions of Stack Plaza for Non-Closure Events and Special Events that are open to the public as described in Figure L-2.1 and shown in Figure L-2.2 of this Exhibit for a period of up to forty-

eight (48) consecutive hours, no more than one time per month, up to a cumulative maximum of 6 (six) events per year. No single Non-Closure Event or Special Event shall occupy more than sixty (60)% of the area of Stack Plaza. Any temporary closure must provide a minimum 10 (ten) feet clear pedestrian passage that traverses the length of the entire space and is free and open to the public for access to all adjacent buildings and uses. Temporary closures shall not be permitted on Saturdays and Sundays between the hours of 7am and 6pm more than two times per year.

C. Humboldt Street Plaza and Illinois Street Plaza

Developer and/or Management Association shall have the right to close temporarily all or any portion of Humboldt Street Plaza and Illinois Street Plaza for Non-Closure Events and Special Events that are open to the public as described in Figure L-2.1 and shown in Figure L-2.2 of this Exhibit for a period of up to forty-eight (48) consecutive hours, no more than two times per month, up to a cumulative maximum of 10 (ten) events per year. Any temporary closure in the Humboldt Street Plaza and/or Illinois Street Plaza must provide a minimum 10 (ten) feet clear pedestrian passage that traverses the entire space and that is free and open to the public for access to adjacent buildings and uses.

D. Louisiana Paseo/Mid-Block Passage (Block 15)/Mid-Block Alley (Block 13)

Developer and/or Management Association shall have the right to close temporarily to the public the portions of Louisiana Paseo, the Mid-Block Passage on Block 15, and the Mid-Block Alley on Block 13 as shown in Figure L-2.2 of this Exhibit for a period of up to forty-eight (48) consecutive hours, no more than two times per month, up to a cumulative maximum of 10 (ten) events per year per space. Any temporary closure must provide a minimum 10 (ten) feet clear pedestrian passage that traverses the length of the entire space and is free and open to the public for access to all adjacent buildings and uses.

E. Block 9 Open Space (including Turbine Plaza)

Developer and/or Management Association shall have the right to close temporarily to the public all or any portion of Block 9 Open Space, except for any portion(s) of the open space used for outdoor food service areas, for a period of up to twelve (12) consecutive hours, four times per month, up to a maximum of 40 (forty) events per year.

F. Waterfront Park and the Point

Temporary closures related to Special Events shall not be permitted on the Port-Leased Open Space. Non-Closure Events described in Section J.2 are permitted.

J. Operation of the Public Access Open Space Areas

Operation of the Public Access Open Space Areas shall be subject to the additional requirements of this Section I.J.

1. Hours of Operation

Except as otherwise stated herein, the Public Access Open Space Areas shall be open and accessible to the public seven (7) days per week from 5 am until 12 am, unless reduced hours are (i) approved in writing by the City or Port (as applicable), (ii) otherwise expressly provided for in this Exhibit or (iii) reasonably imposed by Developer and/or Management Association, with the City or Port's reasonable consent (for the Privately-Owned Public Open Spaces and Port-Leased Open Spaces, respectively), to address security concerns. Notwithstanding the above provisions in this subsection, the portions of the Public Access Open Space Areas shown on Figure L-2.3, that function as primary paths of pedestrian and/or vehicular travel (and bicycle travel in the case of the Bay Trail) through the site and provide access to adjacent buildings and uses, shall be open to public passage 24 hours per day every day.

2. Non-Closure Events

a. At Privately-Owned Public Open Spaces

Members of the public or other entities sponsoring events ("**Event Sponsors**") shall have the right to request the use of the Privately-Owned Public Open Space for privately- or publicly-sponsored Special Events, including meetings, festivals, gatherings, assemblies, celebrations, festivals, receptions, seminars, lectures, fitness classes, concerts, art displays, exhibits, booths for charitable, patriotic or welfare purposes, conventions, and open air sale of agriculturally produced seasonal decorations, such as Christmas trees and Halloween pumpkins, that do not require the closure of any portion of the Privately-Owned Public Open Space to the public (collectively, the "**Non-Closure Events**"). Non-Closure Events may not close or obstruct the Blue Greenway (as defined in the Design for Development). All Non-Closure Events must be approved in advance by Developer and/or Management Association and are subject to any required approvals or permits from applicable City Agencies with jurisdiction over the Non-Closure Event. It shall be the sole responsibility of the requesting member of the public to obtain any such required permits or approvals. Developer and/or Management Association may require payment in the form of a permit fee or other charge for use of the Privately-Owned Public Open Space for Non-Closure Events, so long as the permit fee or use charge does not exceed the reasonable costs for administration, maintenance, security, liability, and repairs associated with such event. Developer and/or Management Association shall post on the Internet a clear explanation of the application process and criteria for review and approval of such Non-Closure Events, including related fees, and make available such criteria and application forms to the Planning Director for the purpose of the Planning Department or other City entity or Agency publishing such criteria and application forms if they so choose.

b. At Port-Leased Open Spaces

Event Sponsors shall also have the right to request the use of the Port-Leased Open Spaces for Non-Closure Events. All Non-Closure Events on Port-Leased Open Spaces must be approved in advance by Developer and/or Management Association, and the Port Director, and shall be free to the public, with no entrance or other fees charged by Developer, Management Association, the Port, or any City Agency. No single Non-Closure Event on Port-Leased Open Spaces shall be permitted to physically occupy more than 50% of the area of the portion of Waterfront Park and

the Point, respectively, within the Port-Leased Open Space. Each Non-Closure Event on Port-Leased Open Spaces shall not exceed forty-eight (48) consecutive hours in duration, except as authorized in writing by the Port Director, but in no case shall the Port Director authorize more than two (2) Non-Closure Events per annum that exceed seventy-two (72) consecutive hours in duration. No more than two (2) Non-Closure Events on Port-Leased Open Spaces per month may commence on a weekend and no more than four (4) of such events per month may commence on a weekday, except as authorized in writing by the Port Director. The Port shall post on the Internet a clear explanation of the application process and criteria for review and approval of such Non-Closure Events. The Port Director shall have the right to require that all permitted Non-Closure Events on Port-Leased Open Spaces for any given twelve (12) month period be identified in an annual event plan, developed on an annual basis by the Port Director in consultation with the Developer and/or Management Association.

c. Good Neighbor Policies

Event Sponsors shall manage the Public Access Open Space Areas in accordance with the following good neighbor policies during the Non-Closure Event:

(a) The quiet, safety, and cleanliness of the space and its adjacent area shall be maintained in accordance with these Regulations;

(b) Proper and adequate storage and disposal of debris and garbage shall be provided;

(c) Noise and odors, unless otherwise permitted, shall be contained within the immediate area of the Privately-Owned Public Space so as not to be a nuisance to neighbors;

(d) Notices shall be prominently displayed during Non-Closure Events urging patrons to: (i) leave the Public Access Open Space Areas and neighborhood in a quiet, peaceful, and orderly fashion; (ii) remove all litter; and (iii) avoid blocking driveways in the neighborhood. Such notices shall be removed promptly after each Non-Closure Event.

(e) The Event Sponsor or its employees or volunteers shall walk a 100-foot radius from the edge of the Public Access Open Space Areas within thirty (30) minutes after the Non-Closure event has ended and shall pick up and dispose of any discarded beverage containers and other trash left by patrons.

3. Signage and Permissive Use

Developer and/or Management Association must post at each entrance to each of the Public Access Open Space Areas a sign indicating that such space is a public space available for public use. Such sign shall meet the minimum standards for design, location, and content otherwise applicable to such signage for spaces under Planning Code Section 138 and as it may be periodically amended. Developer and/or Management Association may also post at each entrance to each Public Access Open Space Areas, or at intervals of approximately 200 feet along the boundary, signs reading substantially as follows: "Right to pass by permission, and subject to

control of owner: Section 1008, Civil Code." Notwithstanding the posting of any such sign, no use by the public nor any person of any portion of any Public Access Open Space Areas for any purpose or period of time shall be construed, interpreted, or deemed to create any rights or interests to or in any Public Access Open Space Areas other than the rights and interests expressly granted in this Development Agreement or the Port Lease. The right of the public or any person to make any use whatsoever of any Public Access Open Space Areas or any portion thereof is not meant to be an implied dedication for the benefit of, or to create any rights or interests in, any third parties.

4. Security During Period of Non-Access to Public Access Open Space Areas

During the time periods when public access to the Public Access Open Space Areas or any portion thereof (other than the Blue Greenway) is restricted or not permitted pursuant to this Exhibit L-2, Developer and/or Management Association shall have the right to:

(a) block entrances to all Public Access Open Space Areas other than the Blue Greenway;

(b) install and operate security devices; and

(c) maintain security personnel in and around the Public Access Open Space Areas to prevent the entry of persons or vehicles.

(d) any proposal to install permanent architectural features that serve as security devices, such as gates and fences, shall be subject to City design review and approval (including by SFFD, as appropriate), as detailed in this Development Agreement and the Project SUD.

5. Removal of Obstructions

Developer and/or Management Association shall have the right to remove and dispose of, in any lawful manner it deems appropriate, any object, including personal belongings or equipment abandoned in the Public Access Open Space Areas, left or deposited in any Public Access Open Space Areas.

6. Temporary Structures

Subject to Developer's right to use the Privately-Owned Public Open Spaces for temporary construction staging related to adjacent development within the Project Site as set forth in Section I.C of this Exhibit, or as otherwise permitted by the Project SUD, no trailer, tent, shack, or other outbuilding, or structure of a temporary character, shall be used on any portion of the Privately-Owned Public Open Spaces at any time, either temporarily or permanently; provided, however, that Developer and/or Management Association may approve the use of temporary tents, booths, and other structures in connection with Special Events or Non-Closure Events. The Port-Leased Open Space is subject to the Port Lease, including Section 9.3(b).

II. PUBLIC ACCESS OPEN SPACE AREA CODE OF CONDUCT FOR PUBLIC USE

A. Applicability

The following Potrero Power Station Open Space Code of Conduct for Public Use ("**Code of Conduct**") applies to members of the public during use of the Public Access Open Space Areas. The Code of Conduct is intended to address normal operating conditions; emergency or unusual circumstances may necessitate deviations from the Code of Conduct. The Code of Conduct is subject to update and change.

B. Arrest or Removal of Persons

Developer and/or Management Association shall have the right (but not the obligation) to use lawful means to effect the removal of any person who creates a public nuisance, who otherwise violates the applicable Regulations of any Public Access Open Space Area, or who commits any crime, including infractions or misdemeanors in or around any Public Access Open Space Area.

C. Limits on Public Use

1. No Loitering

No person shall enter, remain, stay, or loiter in the Public Access Open Space Areas outside of the hours of operation, or when the Public Access Open Space Areas are closed to the public as set forth in Section I.I of this Exhibit, except persons authorized in conjunction with a Special Event or other temporary closure, or authorized service and maintenance personnel.

2. Intoxication As Cause for Exclusion

Developer and/or Management Association are authorized to order any person to stay out of or to leave a Public Access Open Space Area or any building, structure, equipment, apparatus, or appliance therein when it has reasonable cause to conclude that the person so ordered:

(a) Is under the influence of intoxicating liquor, any drug, or any "controlled substance" as that term is defined and described in the California Health and Safety Code, or any combination of any intoxicating liquor, drug, or controlled substance, and is in such a condition that he or she is unable to exercise care for his or her own safety or the safety of others or interferes with or obstructs or prevents the free use of a Public Access Open Space Area.

(b) Is consuming alcoholic beverages in violation of this Code of Conduct.

(c) Is using any drug or controlled substance or any combination of any intoxicating liquor, drug, or controlled substance.

(d) Is doing any act injurious to the Public Access Open Space Area or any building, structure, equipment, apparatus, or appliance therein.

(e) Is taking any action in violation of SF Park Code Section 4.01 or SF Port Code Section 3.1, as applicable, or this Code of Conduct.

D. Permits, Reservations, and Rentals

1. Activities Requiring a Permit

No person shall, without a permit or written permission from SFRPD (for the Soccer Field) or the Developer and/or Management Association, as applicable and as set forth in Section I.G, I.H and/or I.I of this Exhibit, perform any of the following acts in the Public Access Open Space Areas:

(f) Conduct or sponsor a parade involving fifty (50) or more persons.

(g) Conduct or sponsor or engage in petitioning, leafletting, demonstrating, or soliciting when the number of petitioners, leafletters, demonstrators, or solicitors engaging in one or more of these activities involves fifty (50) or more such persons at the same time within an area circumscribed by a five hundred foot (500-foot) radius.

(h) Sell or offer for sale books, newspapers, periodicals or other printed material.

(i) Conduct or sponsor any exhibit, promotion, dramatic performance, theatrics, pantomime, dance, fair, circus, festival, juggling or other acrobatics or show of any kind or nature which has been publicized four (4) hours or more in advance.

(j) Perform any feat of skill or produce any amusement show, movie or entertainment which has been publicized four (4) hours or more in advance.

(k) Make a speech which has been publicized (4) four hours or more in advance.

(l) Conduct or sponsor a religious event involving fifty (50) or more persons.

(m) Conduct or sponsor a concert or musical performance which (1) has been publicized four (4) hours or more in advance, or (2) utilizes sound amplification equipment, or (3) involves a band or orchestra.

(n) Participate in a picnic, dance, or other social gathering involving forty-five (45) or more persons.

(o) Sell or provide food to persons, except that no permit is required when a person participating in a picnic or social gathering of forty-five (45) or fewer persons provides food to others who are also participating in the picnic or social gathering.

(p) Conduct or sponsor a race or marathon which involves twenty (25) or more persons as participants or which obstructs or interferes with the normal flow of pedestrian traffic.

(q) Conduct or sponsor any event which utilizes sound amplification equipment, as defined in Part II, Chapter VIII (Police Code) of the San Francisco Municipal Code.

(r) Conduct or sponsor an exhibition.

(s) Conduct or sponsor an animal show.

(t) Conduct a wedding ceremony.

(u) Conduct or sponsor an art show.

(v) Operate any amusement park device.

(w) Conduct or sponsor an organized kite-flying event of any club or organization.

(x) Station or erect any scaffold, stage, platform, rostrum, tower, stand, bandstand, building, fence, wall, monument, dome or other structure.

(y) Launch or land any drone, airplane, helicopter, parachute, hang glider, hot air balloon, or other machine or apparatus of aviation in the Public Access Open Space Areas, or bring into the Public Access Open Space Areas any balloon with a diameter of more than six (6) feet or a gas capacity of more than one hundred fifteen (115) cubic feet.

(z) Bring or cause to be brought, for the purposes of sale or barter, or have for sale, or sell or exchange, or offer for sale or exchange any goods, wares, or merchandise.

(aa) Construct or maintain or inhabit any structure, tent, or any other thing in the Public Access Open Space Areas that may be used for housing accommodations or camping, and construct or maintain any device that can be used for cooking, nor shall any person construct or maintain any device that can be used for cooking, except with permission from the Developer and/or Management Association. No person shall modify the landscape in any way in order to create a shelter or accumulate household furniture or appliances or construction debris in a Public Access Open Space Area.

(bb) Engage in commercial photography, filming, or recording in the Public Access Open Space Areas.

(cc) Conduct a farmers' market.

(dd) Bring any animal into the Public Access Open Space Areas, other than a dog or other domesticated animal, or guide, signal, or support animal.

(ee) Provide instruction in any athletic activity for compensation.

2. Additional Activities Requiring a Permit

Developer and/or Management Association shall have the authority to require a permit or written permission for additional activities in the Public Access Open Space Areas when such a requirement furthers the purposes set forth in the Code of Conduct or the San Francisco Municipal Code. A list of the additional activities for which permits are required shall be posted in the Public Access Open Space Areas, filed with the SFRPD, and made available to the public upon request.

E. Rules Regarding Conduct

1. Rules to Be Obeyed

No person shall willfully disobey or violate any of the Regulations governing the use and enjoyment by the public of the Public Access Open Space Areas, or of any building, structure, equipment, apparatus or appliance in the Public Access Open Space Areas, which Regulations, at the time, are posted in some conspicuous place in that area or at an entrance to the Public Access Open Space Areas, or in or near the building, structure, equipment, apparatus, or appliance to which the Regulation applies.

2. Signs to Be Obeyed

No person shall willfully disobey the notices, prohibitions, or directions on any sign posted by the Developer and/or Management Association.

3. Interference with Developer or Management Association Employees

No person shall, with malice, interfere with or in any manner hinder any employee or agent of the Developer or Management Association, or a duly authorized contractor while that person is engaged in constructing, repairing, or caring for any portion of the Public Access Open Space Areas or is otherwise engaged in the discharge of such employee's, agent's, or contractor's duties.

4. Refusal to Obey Lawful Order

It shall be unlawful for any person to refuse to obey the lawful order of law enforcement or an employee of Developer or Management Association made pursuant to the Code of Conduct.

5. Prohibited Activities or Conduct

a. Smoking. No person shall smoke in a Public Access Open Space Area, either in enclosed or unenclosed areas.

b. Intoxication by Alcohol or Drugs. State law provides that any person in a public place who is under the influence of intoxicating liquor, drugs, or certain specified

substances and endangers themselves or others or interferes with the free use of a public right of way is guilty of disorderly conduct.

c. Fighting, Disturbing Peace, Offensive Words. State law prohibits unlawful fighting in a public place, the malicious and willful disturbance of others by loud and unreasonable noise in a public place, and the use of offensive words in a public place which are inherently likely to provoke an immediate violent reaction.

d. Malicious Destruction of Property. State law prohibits the malicious defacement, damage, or destruction of real or personal property.

e. Human Body Substances. No person shall emit, eject, or cause to be deposited any excreta of the human body, except in a proper receptacle designated for such purpose.

f. Entrance to Controlled Areas. No person shall enter a Public Access Open Space Area or its facilities by means other than at designated public entrances. No person shall enter Public Access Open Space Area facilities where a "No Admittance" or "Employees Only" sign is posted. No person shall gain or attempt admittance to a Public Access Open Space Area or its facilities where a charge is made, without paying that charge.

g. Polluting Waters. No person shall throw or place, or cause to be thrown or placed, any garbage, trash, refuse, paper, container, or noxious or offensive matter into any fountain.

h. Littering and Dumping of Waste Matter. No person shall litter, dump, or dispose of garbage, bottles, cans, paper, or other waste matter anywhere other than in designated trash receptacles.

i. Soliciting.

    i. It shall be unlawful for any person to engage in petitioning, leafletting, demonstrating, or soliciting in such a manner as to substantially obstruct any traffic of pedestrians or vehicles after being warned by a law enforcement officer, or the Developer and/or Management Association not to do so. No person shall solicit in an aggressive manner.

j. Obstructing Any Sidewalk, Passageway, or Other Public Way. No person shall willfully and substantially obstruct the free passage of any person or persons on any sidewalk, passageway, or other public places in a Public Access Open Space Area. Notwithstanding the foregoing, (1) it is not intended that this Section shall apply where its application would result in an interference with or inhibition of any exercise of the constitutionally protected right of freedom of speech or assembly, and (2) nothing contained herein shall be deemed to prohibit persons from sitting

on public benches or other public structures, equipment, apparatus, appliances, or facilities provided for such purpose.

k. Consumption of Alcohol. No person shall consume alcoholic beverages of any kind in a Public Access Open Space Area, except as follows:

   i. Alcohol may be consumed at a Public Access Open Space Area restaurant or café, or other businesses with permission of the Developer and/or Management Association. All alcoholic drinks and their containers must remain within the businesses' premises.

   ii. Alcohol may be served in conjunction with events in a Public Access Open Space Area, with permission of the Developer and/or Management Association.

l. Weapons and Fireworks.

   No person shall fire or carry firearms of any size or description or possess any instrument, appliance, or substance designed, made, or adopted for use primarily as a weapon, including but not limited to slingshots, clubs, swords, razors, billies, explosives, dirk knives, bowie knives, or similar knives, without the permission of the Developer and/or Management Association, with the exception that this Section shall not apply to sworn law enforcement officers.

   i. No person shall fire or carry any firecracker, rocket, torpedo, or any other fireworks of any description, except with permission of the Developer and/or Management Association.

m. No person shall drive or propel any vehicle on any planted area or on any access road or unpaved service road or firetrail in any Public Access Open Space Area.

n. No person shall park any vehicle on any lawn, or planted area, or unimproved area or on any pedestrian or equestrian lane, or on any access road or unpaved service road or firetrail or in any manner so as to block access to or exit from any service road or access road or firetrail, or in any other place in a Public Access Open Space Area where parking is prohibited, unless allowed otherwise by permit.

o. No person shall allow any automobile or other vehicle to remain parked in any parking lot in a Public Access Open Space Area which is open for public use and for which a fee is charged for parking, for a period of more than 24 hours after the expiration of the period for which a fee is charged, unless otherwise allowed by permit.

p. No person shall park any "oversized vehicle," defined herein as any vehicle longer than 19 feet and/or wider than seven feet, eight inches, in any parking lot in a Privately-Owned Public Open Space, unless allowed otherwise by permit.

q. No person shall allow any automobile or any other vehicle that is disabled to remain parked in any parking lot in a Public Access Open Space Area, unless otherwise allowed by permit.

r. Swimming and Bathing. No person shall enter, wade, bathe, or swim in the waters of any fountain in a Public Access Open Space Area.

s. Children.

    i. No parent, guardian, or custodian of a minor shall permit or allow such minor to do any act or thing in a Public Access Open Space Area prohibited by provisions of the SF Park Code or the SF Port Code, as applicable, or the Code of Conduct.

    ii. No adults are allowed in the children's play area of a Public Access Open Space Area except when accompanying a child.

t. Wildlife and Environmental Protection.

    i. Disturbing Animals, Exceptions. Except as provided in the Article 7, Chapter VIII (Police Code) of the San Francisco Municipal Code, it shall be unlawful for any person to hunt, chase, shoot, trap, discharge or throw missiles at, harass, disturb, taunt, endanger, capture, injure, or destroy any animal in a Public Access Open Space Area, or to permit any animal in such person's custody or control to do so; provided, however, that any mole or any gopher, mouse, rat, or other rodent which is determined by the Developer and/or Management Association to be a nuisance may be destroyed by the Developer and/or Management Association; and provided, further, that any animal other than a mole or a gopher, mouse, rat, or other rodent which is determined by the Developer or Management Association to be a nuisance or a hazard to persons using a Public Access Open Space Area or to be a hazard to plants or other horticulture, may, in a humane manner, be live trapped by the Developer and/or Management Association and delivered as appropriate. The provisions of this Section shall not be applicable to the destruction of any animal in any park where such animal poses an immediate and serious threat to persons or property or is suffering excessively.

    ii. Feeding Animals. It shall be unlawful for any person to feed or offer to feed to any animal in a Public Access Open Space Area any substance which would be likely to be harmful to it. It shall be unlawful for any

person to feed or offer food or any substance to any animal in a Public Access Open Space Area which is wild in nature and not customarily domesticated in the City and County of San Francisco, except with permission of the Developer and/or Management Association.

iii. Introduction or Removal of Trees, Wood, Etc. No person shall introduce, or remove or take away any tree, wood, bush, turf, shrub, flower, plant, grass, soil, rock, water, wildlife, or anything or like kind natural resource, except with permission of the Developer and/or Management Association.

iv. Performance of Labor. No person, other than authorized personnel, shall perform any labor on or upon a Public Access Open Space Area, including but not limited to taking up or replacing soil, turf, ground, pavement, structure, tree, shrub, plant, grass, flower, and the like, except with permission of the Developer and/or Management Association.

v. Climbing. No person shall climb or lie upon any tree, shrub, monument, wall, fence, railing, shelter, fountain, statue, building, structure, equipment, apparatus, appliance, or construction, except with permission of the Developer and/or Management Association. Notwithstanding the foregoing, this provision does not apply to any structure, equipment, apparatus, or appliance that is a play structure for children and designed for climbing play.

u. Posting of Signs. No person shall post or affix to any tree, shrub, plant, fence, building, structure, equipment, apparatus, appliance, monument, wall, post, vehicle, bench, or other physical object within a Public Access Open Space Area any written or printed material, including but not limited to signs, notices, handbills, circulars, and pamphlets, except with permission of the Developer and/or Management Association.

v. Throwing or Propelling Objects. No person shall throw or propel objects of a potentially dangerous nature, including but not limited to stones, bottles, glass, cans, or crockery, within or over the edges of a Public Access Open Space Area, except with permission of the Developer and/or Management Association.

w. Fire. No person shall make, kindle, maintain, or in any way use a fire, including but not limited to recreational fires other than in designating cooking/grilling areas, fire twirling, and fire dancing, except with permission of the Developer and/or Management Association.

x. Percussion Instruments. No person shall play any percussion instrument, including drums, at any time or location prohibited by the Developer and/or Management Association when a sign has been posted in the area affected to give notice of this

prohibition, provided that such prohibition does not unreasonably curtail the playing of such instruments.

y. Graffiti. No person shall possess, carry, use or keep graffiti or etching tools, etching cream, or slap tags. For purposes of this subsection: (a) "Graffiti or etching tools" means a masonry or glass drill bit, a glass cutter, a grinding stone, an awl, a chisel, a carbide scribe, an aerosol paint container, or any permanent marker with a nib (marking tip) one-half inch or more at its largest dimension and that is capable of defacing property with permanent, indelible, or waterproof ink, paint or other liquid; (b) "Etching cream" means any caustic cream, gel, liquid, or solution capable, by means of chemical action, of defacing, damaging, or destroying hard surfaces in a manner similar to acid; (c) "Slap tag" means any material including but not limited to decals, stickers, posters, or labels which contain a substance commonly known as adhesive glue which may be affixed upon any structural component of any building, structure, equipment, apparatus, appliance, post, pole, or other facility.

F. Authorization of San Francisco Police Department to Enforce Code of Conduct

1. Law enforcement officers of the San Francisco Police Department are authorized to order persons to stay out of, or to leave, any Public Access Open Space Area, or any facility, building or structure therein, when such officers or employees have reasonable cause to conclude that the person so ordered is under the influence of intoxicating liquor, any drug, or any "controlled substance" as that term is defined and described in the California Health and Safety Code, or any combination of any intoxicating liquor, drug, or controlled substance, and is in such a condition that he or she is unable to exercise care for his or her own safety or the safety of others or interferes with or obstructs or prevents the free use of the Public Access Open Space Area.

2. Law enforcement officers of the San Francisco Police Department are authorized to order any person to stay out of or to leave any Public Access Open Space Area, or any facility, building or structure therein, when such officers have reasonable cause to conclude that the person:

(a) Is doing any act injurious to any Public Access Open Space Area or any building, structure or facility therein;

(b) While using any athletic facility or area, disobeys any rule or regulation governing such area or facility after being warned not to do so by a Developer and/or Management Association employee or designee, when the employee or designee has reasonable cause to conclude that such behavior damages or risks damage to Public Access Open Space Area property or interferes with the use and enjoyment of such area or facility by other persons;

(c) Behaves in so noisy, boisterous or rowdy a manner as to disturb spectators or participants at an athletic event; or

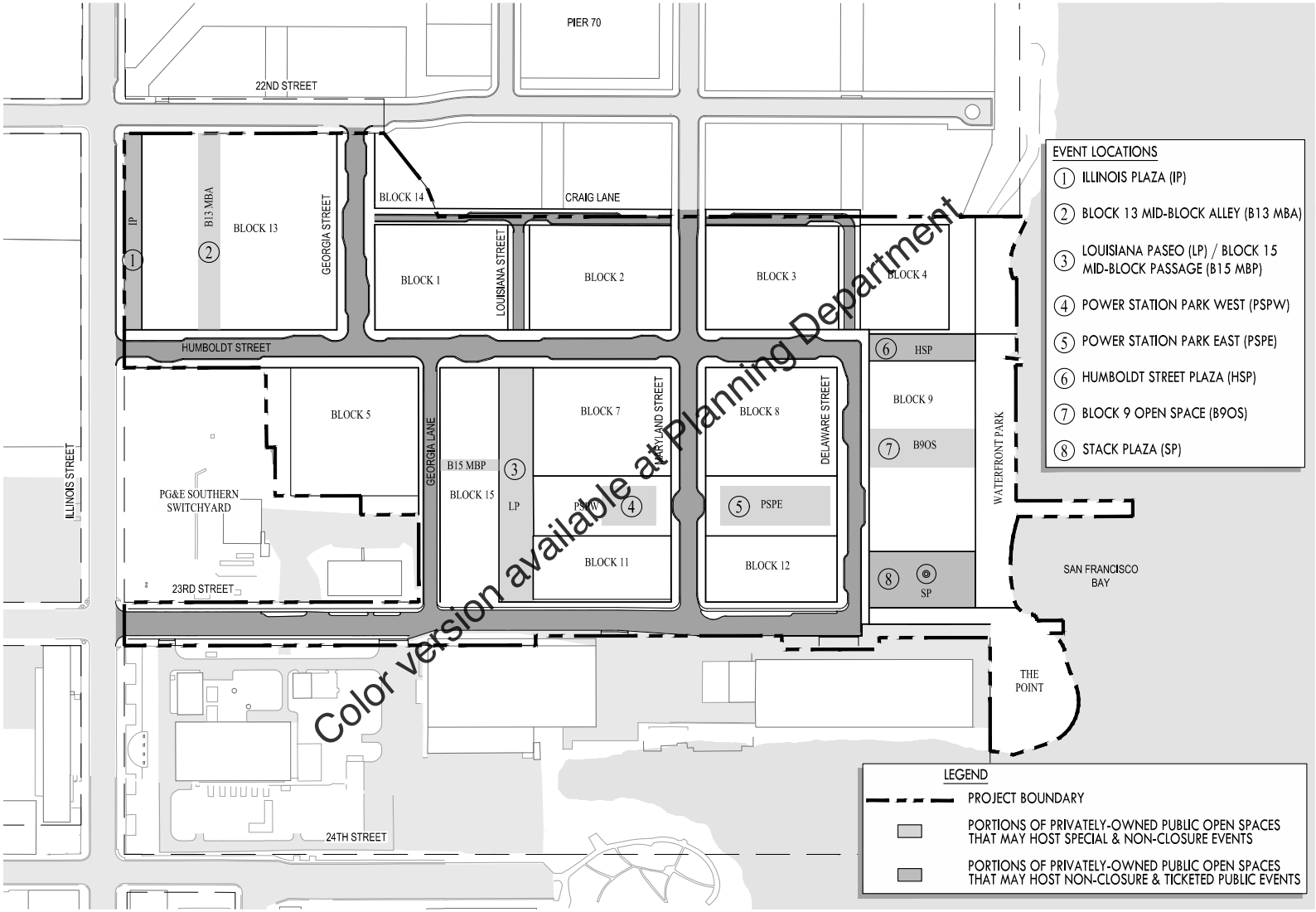
(d) Is taking any action in violation of the Code of Conduct.

Notwithstanding the foregoing, the San Francisco Police Department shall have no obligation to enforce the Code of Conduct in the Public Access Open Space Area unless and until the San Francisco Police Commission approves such action and accepts such authority and obligation through its standard approval process and in compliance with all applicable Laws. If the Port Commission approves the addition of the Port-Leased Open Space to the property subject to the Port Code, the Port Code shall control in the event of any inconsistency between the Port Code and the Code of Conduct.

Figure L-2.1
Special Event Allowances

	Free Public Events (Non-Closure Event)	**Ticketed Public Events (Special Events)**	**Private Events (Special Events)**
Illinois Plaza	Unlimited*	10 events per year, up to 2 per month, for up to 48 hours each event	None
Louisiana Paseo/ Mid-Block Passage (Block 15)/ Mid-Block Alley (Block 13)	Unlimited*	10 events (ticketed public and/or private) per year, up to 2 per month, for up to 48 hours each event	
Power Station Park West	Unlimited*	Total of 6 events (ticketed public and/or private) per year, up to 1 per month, for up to 48 hours each event. Events on Saturdays and Sundays between the hours of 7am and 6pm permitted up to a maximum of two times per year.	
Power Station Park East	Unlimited*	Total of 6 events (ticketed public and/or private) per year, up to 1 per month, for up to 48 hours each event. Events on Saturdays and Sundays between the hours of 7am and 6pm permitted up to a maximum of two times per year.	
Stack Plaza	Unlimited*	Total of 6 events per year, up to 1 per month, for up to 48 hours each event	None
Humboldt Plaza	Unlimited*	10 events per year, up to 2 per month, for up to 48 hours per each event	None
Turbine Plaza	Unlimited*	Total of 40 events (ticketed public and/or private) per year, up to 4 per month, for up to 12 hours each event	
Port-Leased Open Space (portions of Waterfront Park and the Point)	Not to exceed forty-eight (48) consecutive hours in duration, except as authorized in writing by the Port Director. No more than two events per month may commence on a weekend and no more than four (4) of events per month may commence on a weekday, except as authorized in writing by the Port Director.	None	

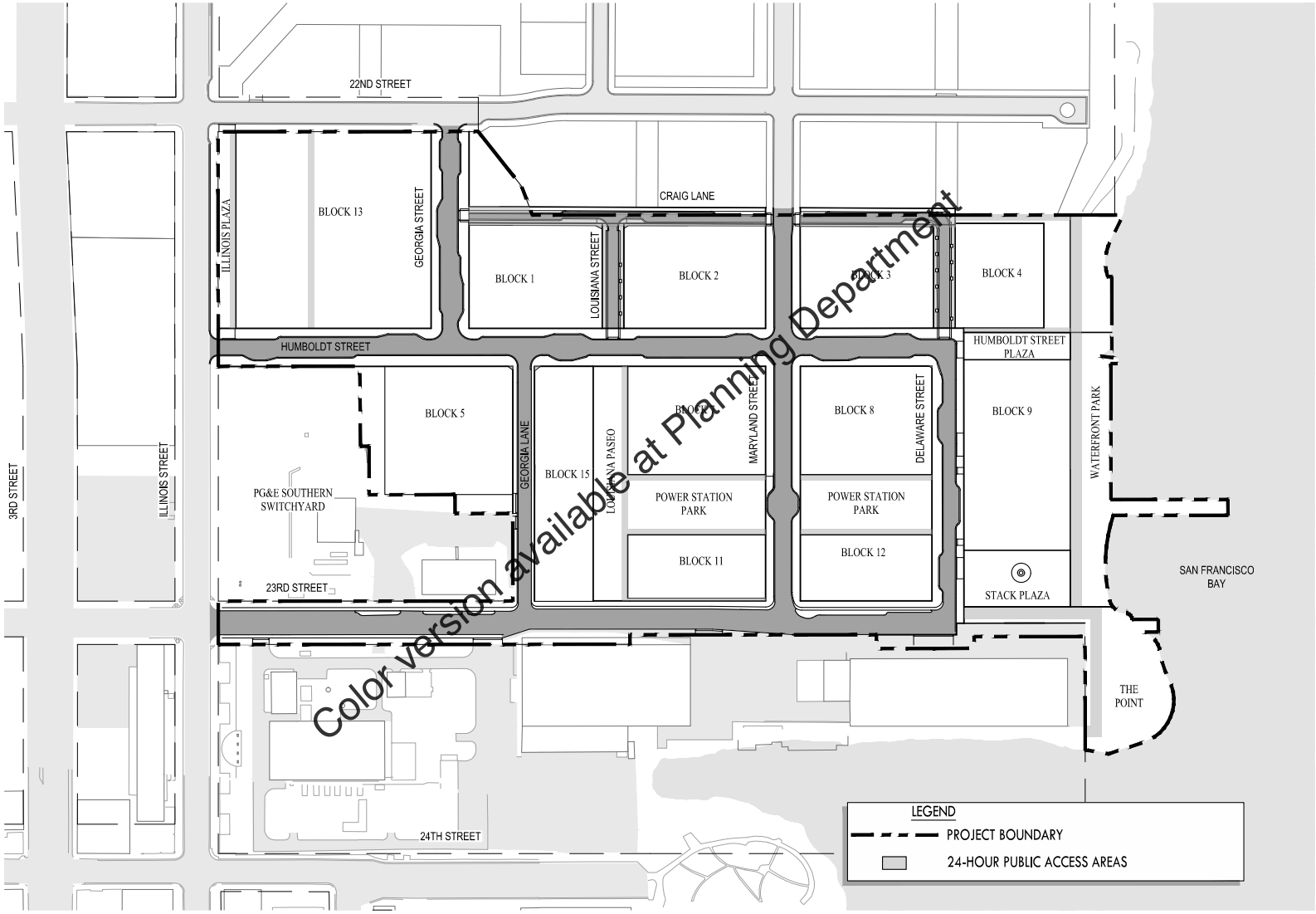
Figure L-2.2
Events in Privately-Owned Public Open Spaces



Color version available at Planning Department

POTRERO POWER STATION
FIGURE L-2.2: EVENTS IN PRIVATELY-OWNED PUBLIC OPEN SPACES

Figure L-2.3
Privately Owned 24-Hour Public Access



Color version available at Planning Department

POTRERO POWER STATION
FIGURE L-2.3: 24-HOUR PUBLIC ACCESS

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Exhibit L-3
Potrero Power Station Rules & Regulations for Privately-Owned Streets

Exhibit L-3
Potrero Power Station Rules & Regulations for Privately-Owned Streets

These Regulations ("**Regulations**") shall govern the use, maintenance, and operations of those the Privately-Owned streets, alleys, sidewalks, and pedestrian paths within the Project Site that are not dedicated to the City (each, a "**Privately-Owned Street**" and collectively the "**Privately-Owned Streets**"). Privately-Owned Streets are shown on Exhibit L-1, and include Craig Lane, the portion of Louisiana Street north of Humboldt Street, and the portion of Delaware Street north of Humboldt Street, as well as the potential Mid-Block Alley on Block 13 (unless the Mid-Block Alley is open only to pedestrians). Privately-Owned Streets also include those streets not accepted by maintenance by the City and not shown on Exhibit L-1. For purposes of these Regulations, Privately-Owned Streets also include streets and alleys that have not been accepted for maintenance and responsibility by the City.

These Regulations shall be incorporated into the form of CC&Rs recorded against the Project Site. The CC&Rs shall require that the Master Association shall post notice online inviting neighborhood organizations and members of the public to a minimum of one (1) of the Master Association's meetings held per year. Such notice also shall be provided to the City Planning Department. At such meeting, the Master Association shall provide the opportunity for the City or members of such neighborhood organizations to comment on the Master Association's use, maintenance, and/or operation of the Privately-Owned Streets.

A. Authorities

1. Developer and/or Master Association

The Developer and/or Master Association have authority to control, manage, and operate the Privately-Owned Streets, subject to the Development Agreement and these Regulations for Privately-Owned Streets.

2. Rules to Be Obeyed

No person shall willfully disobey or violate any of the Regulations governing the use by the public of the Privately-Owned Streets, which Regulations, at the time, are posted in some conspicuous place in that area to which the rule or regulation applies.

B. Maintenance of Privately-Owned Streets

Privately-Owned Streets are intended for public travel and use in the same manner as public streets, including vehicular, pedestrian and bicycle passage and loading. The CC&Rs will provide that the Master Association will ensure that the Privately-Owned Streets (including street trees) are kept in good condition, swept and re-surfaced at the frequencies specified in the budget approved under the CC&Rs, or as necessary to repair conditions that pose an imminent threat of damage to property or injury to persons. Significant pavement cracks, pavement distress, excessive slab settlement, abrupt vertical variations, and debris on travel ways should be removed or repaired promptly. Street trees are to be maintained in a healthy and flourishing condition, subject to water conservation restrictions imposed by local governmental agencies, court order or the state.

C. Public Events In Privately-Owned Streets

Members of the public or other entities sponsoring events ("**Event Sponsors**") shall have the right to request the use of a Privately-Owned Street for a private or public special event, including block parties, gatherings, assemblies, celebrations, festivals, receptions, or other event ("**Special Event**") that is appropriate in scale for the Privately-Owned Street. Prior to closing any Privately-Owned Street for a Special Event, a notice of the closure shall be posted at all major entrances to the subject Privately-Owned Street for a period of seventy-two (72) hours prior to the Special Event. All Special Events in a Privately-Owned Street must be approved in advance by Developer and/or Master Association and are subject to any required approvals or permits from applicable City Agencies with jurisdiction over the Special Event. It shall be the sole responsibility of the requesting member of the public to obtain any such required permits or approvals. Developer and/or Master Association may require payment in the form of a permit fee or other charge for use of the Privately-Owned Street for a Special Event, so long as the permit fee or use charge does not exceed the reasonable costs for administration, maintenance, security, liability, and repairs associated with such event.

D. Operation and Parking of Vehicles

1. Regulations

   a. No person shall drive or propel any vehicle on any portion of the Privately-Owned Streets except as designated for use by such vehicular traffic.

   b. All persons operating vehicles on the Privately-Owned Streets must drive or propel them in a careful manner, at a lawful rate of speed, and in accordance with the rules and regulations of the San Francisco Traffic Code and California Vehicle Code.

   c. No person shall wash, grease, or repair any vehicle in any Privately-Owned Street except insofar as repairs may be necessary for the immediate removal of any damaged or disabled vehicle from a Privately-Owned Street.

   d. No vehicle shall be parked on any Privately-Owned Streets, except in a designated parking space.

   e. No person shall allow any automobile or other vehicle to remain parked in any parking space on a Privately-Owned Street that is open for public use and for which a fee is charged for parking, for a period of more than 24 hours after the expiration of the period for which a fee is charged, unless otherwise allowed by permit.

   f. No person shall park any "oversized vehicle," defined herein as any vehicle longer than 19 feet and/or wider than seven feet, eight inches, in any parking space on a Privately-Owned Street, unless allowed otherwise by permit.

   g. No person shall allow any automobile or any other vehicle that is disabled to remain parked in any parking space on a Privately-Owned Street, unless otherwise allowed by permit.

2. Exceptions

The provisions of this Section shall not apply to any person employed by the City and County of San Francisco, the State of California, or the United States Government while in the discharge of authorized duties and while operating an official vehicle or any other vehicle with an appropriate permit displayed.

Exhibit M
Phasing Plan and Phasing Figures

Exhibit M-1
Phasing Plan

Exhibit M-1
Phasing Plan

1. PHASING GENERALLY

1.1 Generally. The development of the Project as provided in this Phasing Plan and the Plan Documents has been carefully structured to meet (and the City acknowledges and agrees that development of the Project as provided herein does meet) the requirement that the Public Improvements and Privately-Owned Community Improvements (including the Parks and Open Spaces) be provided proportionately with the development of market-rate housing and commercial-office uses taking into account the Project as a whole. This Phasing Plan may be modified as set forth in Section 3.2.5 and Section 3.2.6 of the Development Agreement. Initially capitalized and other terms not listed below are defined in the Development Agreement. All references to the Development Agreement include this Phasing Plan.

1.2 Development Phases. The attached Phasing Diagram (Exhibit M-2.2) identifies the following six Development Phases:

- Phase 1
- Phase 2
- Phase 3
- Phase 4
- Phase 5
- Phase 6

1.3 Procedures. Development Phase Applications shall be submitted and reviewed in conformance with the Development Agreement, including the Development Phase Application Procedures and Requirements, attached as Exhibit O to the Development Agreement. The attached phasing table (the "**Phasing Table**") assigns each Public Improvement or Privately-Owned Community Improvement to a particular Development Phase, and in some cases, to particular Buildings. Each of the Parks and Open Spaces identified in the Phasing Table are shown on Exhibit M-2.1 (Open Spaces Areas). Unless this Phasing Plan is modified as set forth in Section 3.2.5 and Section 3.2.6 of the Development Agreement, each Development Phase Application shall assign each Public Improvement and Privately-Owned Community Improvement to the Development Phase and Building (if any) shown on the Phasing Table. The City shall not disapprove a Development Phase Application on the grounds that the proposed Development Phase does not contain Public Improvements and Privately-Owned Community Improvements other than those listed for such Development Phase described in the Phasing Table.

1.4 Schedule of Performance

(a) The Phasing Table indicates whether each Public Improvement or Privately-Owned Community Improvement is a Vertical Improvement or a "**Horizontal Improvement**." The Phasing Table further identifies the Plan Document and section thereof that describes each Public Improvement or Privately-Owned

Community Improvement. The Phasing Table may be modified (including whether each Public Improvement and Privately-Owned Community Improvement is a Vertical Improvement or a Horizontal Improvement) in conjunction with the Phasing Plan as set forth in Section 3.2.5 and Section 3.2.6 of the Development Agreement.

(b) **Vertical Improvements**. The Development Phase Application shall assign each Vertical Improvement within such Development Phase to a particular Building or Buildings, as applicable. Developer shall complete any Privately-Owned Community Improvements that are Vertical Improvements on or before issuance of the First Certificate of Occupancy for such assigned Building or Buildings. Developer shall complete any Public Improvements that are Vertical Improvements as described in Section 3.6.2 of the Development Agreement.

(c) **Horizontal Improvements**. Except for those Horizontal Improvements shown on the Phasing Table with a different commencement requirement, (for which the timing of commencement shall be pursuant to the Phasing Table), Developer shall Commence Construction of each Privately-Owned Community Improvement that is a Horizontal Improvement within three years of the date that Developer has Commenced Construction of the Development Phase in which such Privately-Owned Community Improvement is located and all conditions in Section 4.2 of the Development Agreement for such Privately-Owned Community Improvement, as applicable, have been satisfied. Developer shall complete any Public Improvements that are Horizontal Improvements in accordance with the applicable Public Improvement Agreement. Developer shall Commence Construction of each Privately-Owned Community Improvement that is a Horizontal Improvement within three years of the date that Developer has Commenced Construction of the Development Phase in which such Privately-Owned Community Improvement is located and all conditions in Section 4.2 of the Development Agreement for such Privately-Owned Community Improvement, as applicable, have been satisfied. Developer shall complete any Public Improvements that are Horizontal Improvements in accordance with the applicable Public Improvement Agreement.

(d) Developer shall complete all Public Improvements and Privately-Owned Community Improvements in accordance with the applicable Plan Documents, and in a good and diligent manner, without material defects, in accordance with City-approved construction documents.

(e) **PG&E Sub Area**. The Phasing Table assigns certain Privately-Owned Community Improvements to either Block 13 (which is owned by PG&E as of the Reference Date), or alternately, to a Block or Blocks outside of the PG&E Sub Area (a "**Non-PGE Sub Area Block**"). As described further below, this Phasing Plan requires that certain of these Privately-Owned Community Improvements on Block 13 be assigned to a Building on a Non-PGE Sub Area Block if the entity that owns Block 13 is not a party to the Development Agreement within a certain timeframe.

2. AFFORDABLE HOUSING

Affordable housing is an Associated Community Benefit and shall be delivered in accordance with the terms and conditions of the Housing Plan.

3. PUBLIC IMPROVEMENTS AND PRIVATELY-OWNED COMMUNITY IMPROVEMENTS BY DEVELOPMENT PHASE

3.1 Child Care Facilities. Developer shall construct two child care facilities, each no smaller than six thousand (6,000) gross square feet in size (each, an "**On-Site Child Care Facility**"). Each On-Site Child Care Facility shall be located in the Development Phase set forth in the Phasing Table. The Development Phase Application shall specify in which Building an On-Site Child Care Facility shall be located. Each On-Site Child Care Facility shall have sufficient protected outdoor space to meet the requirements of California law, and be available for lease to a licensed nonprofit operator without charge for rent, utilities, property taxes, building services, repairs or any other charges of any nature, as evidenced by a lease and an operating agreement between the sponsor and the provider, with a minimum term of four years. Thereafter, each On-Site Child Care Facility must be available to a licensed nonprofit operator for an additional period of four years, at a cost not to exceed actual operating (those incurred during the initial four-year term) reasonably allocated to similar facilities in similar buildings, amortized over the remaining term of the lease. In consideration of these requirements, Planning Code sections 414.1-414.15 and sections 414A.1–414A.8 shall not apply to the Project.

3.2 Community Facility. Developer shall construct as part of the Development Phase set forth in the Phasing Table at least one on-site community facility that is no smaller than twenty-five thousand (25,000) gross square feet in size (the "**Community Facilities Space**"). Developer shall specify the Building in which the Community Facilities Space shall be located in the Development Phase Application. If the entity that owns Block 13 is not a party to the Development Agreement prior to the City's approval of the Development Phase Application for Development Phase 4, Developer shall specify a Building on a Non-PG&E Sub Area Block in which the Community Facilities Space shall be located, which Building may be located in Development Phase 4 or Development Phase 5. Developer shall select a nonprofit operator of the community facility (the "**Community Facilities Entity**"). A "**Community Facilities Use**" is a use that includes community clubhouses, neighborhood centers, or other community facilities whether publicly or privately owned and open for public use in which the chief activity is not carried on as a gainful business and whose chief function is the gathering of persons from the immediate neighborhood in a structure for the purposes of active recreation, social interaction, and education, and that has an indoor area that can be used for active recreation purposes, such as basketball, volleyball, yoga, jai-alai, dance, or other sports. An appropriate restriction will be recorded against the Community Facilities Space so that it is restricted to a Community Facilities Use for the life of the Building, unless no Community Facilities Entity can be identified through the process identified in this Section. The Community Facilities Space shall be provided by Developer to the Community Facilities Entity in Warm Shell condition. The conveyance agreement(s) applicable to the

Community Facilities Space (the "**Community Facilities Space Agreement**") shall at a minimum require the Community Facilities Entity to (1) continually use such space (subject to damage and destruction and reasonable hours of operation consistent with other comparable facilities), (2) provide commercially reasonable insurance coverage, (3) adhere to maintenance and security protocols, and (4) timely pay its proportionate share of all pass-through and other charges, including applicable property taxes and assessments (including in-lieu payments), insurance and maintenance, and other operating expenses, all generally consistent with other tenants or owners in the applicable Building. The Community Facilities Entity shall not, however, pay a purchase price or rent for the Community Facilities Space. The Community Facilities Space Agreement shall require that Developer shall provide to the selected Community Facilities Entity an allowance of five million dollars ($5,000,000.00) for tenant improvement costs. If such tenant allowance is not paid prior to January 1, 2030, the amount due shall be escalated by CPI commencing on January 1, 2030. If Developer and the Community Facilities Entity are not able to reach agreement on the final form of the Community Facilities Space Agreement within six (6) months after the identification of such Community Facilities Entity notwithstanding good faith negotiations on the part of both parties, or if the Community Facilities Entity defaults in its obligations under the Community Facilities Space Agreement (after the expiration of notice and cure periods contained therein), then Developer shall work in good faith to find a new Community Facilities Entity for the Community Facilities Space and provide such Community Facilities Space, each as set forth above. If Developer is unable to identify an appropriate Community Facilities Entity after twelve (12) months of good faith efforts, Developer shall notify the Planning Director and Developer and the Planning Director shall jointly work in good faith to select a new Community Facilities Entity, which evaluation shall consider public agencies that may wish to operate a Community Facilities Use. If Developer and the Planning Director are unable to select a new Community Facilities Entity within twelve (12) months of Developer's notification to the Planning Director, then Developer shall have the right to rent or convey the Community Facilities Space to any user without restriction; provided, in the event of a rental, the applicable Community Facilities Space shall be offered again to a new Community Facilities Entity on the expiration of that rental under the process described above.

3.3 Option for Public Library. Developer shall grant to City an option to lease approximately five thousand (5,000) square feet of ground floor space for use by the San Francisco Public Library within a completed Building on one of the Blocks set forth on the Phasing Table. Developer will identify the Building where the option lease space will be located in the Development Phase Application for the applicable Development Phase. If City wishes to exercise the option, City will notify Developer in the Development Phase Approval, and the Parties will negotiate a letter of intent for the proposed lease. The lease will, at a minimum, provide for fair market rent for a term of not less than ten (10) years and otherwise on commercially reasonable terms. Following the letter of intent, the parties will negotiate the commercial lease in good faith, consistent with the letter of intent, as soon as possible but in any event before the completion of the applicable Building. If the parties are not able to agree on the fair market rent, they will submit the matter to baseball arbitration with qualified MAI appraisers with not less than 10 years professional experience valuing commercial real estate in San Francisco. The lease will be subject to Board of Supervisor's approval and annual certification by the

Controller that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure. If the Parties enter into such lease, Developer shall pay Two Million Five Hundred Thousand Dollars ($2,500,000.00) to the San Francisco Public Library for capital and operating costs for the public library prior to the City's issuance of the First Certificate of Occupancy for the Building containing such library. Upon Developer's payment, Developer's obligations under this Section 3.3 shall terminate.

3.4 Alternative Funding for Public Library. If the San Francisco Public Library identifies and secures a site for a public library located within three-quarters (3/4) of a mile from the Project Site, and obtains all required City or Port approvals for construction of a public library at such site, then Developer shall pay Two Million Five Hundred Thousand Dollars ($2,500,000.00) to the San Francisco Public Library or to the non-profit organization that agrees to construct or finance the Building on behalf of the San Francisco Public Library, for the capital and/or operational costs for such library. In such event, Developer's obligations under Section 3.3 shall terminate.

3.5 Payment to SFPUC for Capital Costs of AWSS Infrastructure. Based on a recent study commissioned by SFPUC, additional improvements are being considered to enhance AWSS service to the project vicinity, including Mission Bay. Developer will provide a one-time capital contribution not to exceed One Million Five Hundred Thousand Dollars ($1,500,000.00) current dollars to the City, subject to a 4.5% escalation calculated from the time of project approval, to pay for a share of the system-wide improvements proposed in the vicinity of the Project. This payment amount will be provided based on an actual fair share calculation up to the specified amount and must be utilized to pay for improvements that benefit the Project. Unless the parties mutually agree to a different payment trigger, payment will be due at the earlier of either SFPUC's notice to proceed for the system-wide improvements or City's acceptance of the final public street in Development Phase 5.

3.6 Designated Life Science Building. The Design for Development permits Office and Life Science uses (as such uses are defined in Planning Code section 102 as of the Reference Date) on Blocks 2, 3, 11, 12, and 15. Developer shall designate as part of a Development Phase Application one of the foregoing Blocks for construction of a minimum of one (1) Building that is no less than 130,000 gross square foot in size and restricted to Life Science use (inclusive of any accessory uses) on all floors above the basement and ground floors (the "**Designated Life Science Building**"). Developer shall make such Block selection in the Development Phase Application for Development Phase 2, 3, 4, or 5. No later than the commencement of construction of the first Building in such selected Development Phase, Developer shall record a notice of special restrictions on the Block that Developer has selected for the Designated Life Science Building. Such notice of special restrictions shall require that at least one Building constructed on such Block be no less than 130,000 gross square foot in size and be restricted to Life Science use (inclusive of any accessory uses) above the basement and ground floors, and shall prohibit Developer from permitting or constructing any other Building or use on such Block that would render the construction of the Designated Life Science Building physically or legally infeasible. Developer shall not be obligated to construct the Designated Life Science

Building. Such notice of special restrictions shall terminate upon expiration or termination of the Development Agreement.

3.7 La Cocina. Developer shall construct as part of the Development Phase set forth in the Phasing Table a space for PDR use (specifically, food production and catering use) for the non-profit "La Cocina" that is no smaller than 1,500 gross square feet in size (the "**La Cocina Space**"). This space shall not be counted as part of the Community Facilities Space required by Section 3.2 of this Phasing Plan. Developer shall specify the Building in which the La Cocina Space shall be located in the Development Phase Application. The La Cocina Space shall be provided by Developer to La Cocina in Warm Shell condition. Developer shall provide an allowance of up to two hundred twenty-eight dollars ($228.00) per net square foot for such tenant improvements (subject to escalation based on CPI from the Effective Date). The conveyance agreement(s) applicable to the La Cocina Space (the "**La Cocina Space Agreement**") shall at a minimum require La Cocina to (1) continually use such space (subject to damage and destruction and reasonable hours of operation consistent with other comparable facilities), (2) provide commercially reasonable insurance coverage, (3) adhere to maintenance and security protocols, and (4) timely pay its proportionate share of all pass-through and other charges, including applicable property taxes and assessments (including in-lieu payments), insurance and maintenance, and other operating expenses, all generally consistent with other tenants or owners in the applicable Building. Developer shall charge La Cocina no more than twelve dollars ($12.00) per gross square foot, twenty-four dollars ($24.00) per gross square foot, and thirty-six dollars ($36.00) per gross square foot in rent for the La Cocina Space in years 1 through 5, 6 through 10, and 11 through 15 of the lease term, respectively. If Developer and La Cocina are not able to reach agreement on the final form of the La Cocina Space Agreement within six (6) months notwithstanding good faith negotiations on the part of both parties, or if La Cocina defaults in its obligations under the La Cocina Space Agreement (after the expiration of notice and cure periods contained therein), then Developer shall have the right to rent or convey the La Cocina Space to any user without restriction.

3.8 Grocery Store. Commencing from the date on which Developer submits the Development Phase Application for the Development Phase in which the Building containing the District Parking Garage (as defined in the Design for Development) is to be constructed, Developer shall make commercially reasonable efforts to secure a grocery store tenant with a minimum footprint of 10,000 square feet within such Building (which size may be decreased with Planning Director approval if another grocery store opens in the vicinity or Developer demonstrates the market need for smaller space) in accordance with the requirements of this Section (the "**Grocery Store**"). For purposes of attracting a Grocery Store, "commercially reasonable efforts" means a targeted marketing program through established retail brokers, reasonably designed to attract a grocery store tenant at then-prevailing market rents for suitable retail space to be constructed within the applicable Building. If Developer fails to enter into a lease with a Grocery Store operator by the date on which Developer submits an application for a building or site permit for the applicable Building, so long as that date occurs not less than six (6) months following the date on which Developer submitted the Development Phase Application referenced above, the requirements of this Section 3.8 shall terminate. Nothing

in the foregoing prevents Developer from allowing pop-up temporary uses of the space, consistent with the Project SUD, while it markets the space for a Grocery Store.

4. MITIGATION MEASURES

The Phasing Table shows the Mitigation Measures. These measures are shown for informational purposes only, in order to explain whether each measure is related to construction of a Building (and is therefore similar to a Vertical Improvement) or is more similar to a Horizontal Improvement.

EXHIBIT M-1-1

Phasing Table	Phase	Delivered With Block or GSF	Primary Document	Section	Other Reference	Horizontal Improvement	Vertical Improvement	Public Improvement	Privately-Owned Community Improvement	Notes
Infrastructure Improvements										
Sea Level Rise Improvements	All	n/a	IP	Section 5		X		X		Vertical Developer of Block 9 may have some SLR obligations if Unit 3 is rehabilitated
AWSS Connection to 3rd Street at 23rd Street	1	n/a	IP	Figure 1.3		X		X		
AWSS Connection to 3rd Street at 22nd Street	6	13	IP	Figure 1.3		X		X		Required only in the event Pier 70 has not implemented at time of Phase 6 application
Stormwater Outfall	1	n/a	IP	Figure 1.3		X		X		
Sanitary Sewer Pump Station	1	n/a	IP	Figure 1.3		X		X		Required only if SFPUC determines the pump station is necessary as part of Development Phase Approval
Recycled Water Infrastructure	All	n/a	IP	Section 12	D4D 6.18.3	X	X		X	Collection and/or distribution pipes in streets and open spaces are Horizontal Improvements. Pipes in buildings and treatment equipment are Vertical Improvements.
23rd/Illinois Intersection Improvements and Signal	1	n/a	IP	8.1.3	D4D 5.7.2, Figure 5.2.2 Figure 5.7.1	X		X		
Sidewalk on the east side of Illinois between Humboldt and 22nd Streets	6 or 4	13 or 5	IP	8.1.3	D4D 5.25 Figure 5.2.2	X		X		In the event the area of Block 13 is not subject to PPS DA at time of Phase 4 application, this improvement will be constructed with Block 5
Sidewalk on the east side of Illinois between 23rd and Humboldt Streets	4	5	IP	19	Appendix E	X		X		Required only if there is a single vehicular access route to and from the Project site via 23rd Street at the time of Phase 4 application.
Humboldt Street Fire Turnaround	4	5	IP	19	Appendix E	X		X		In the event the area of Humboldt Street is not subject to PPS DA at time of Phase 4 application, this improvement will be constructed with Block 5. This may be an interim improvement until such time as the area of Humboldt Street becomes subject to the DA.
Humboldt/Illinois Intersection Improvements and Signal	6	13	IP	8.1.3	D4D 5.7.2, Figure 5.2.2 Figure 5.7.1	X		X		In the event the area of Humboldt Street is not subject to PPS DA at time of Phase 6 application, the signal will not be constructed with these intersection improvements.
Open Spaces										
The Point	1	*	D4D	4.20		X			X	* Prior to the City's issuance of the First Certificate of Occupancy for the Building representing 500,000 square feet of total development. Developer is not required to construct the Bay Overlook at 23rd Street in any phase.
Waterfront Park South	1	*	D4D	4.16-4.19		X			X	* Prior to the City's issuance of the First Certificate of Occupancy for the Building representing 3 million square feet of total development. Developer is not required to construct the Recreational Dock in any phase.
Stack Plaza	1	9	D4D	4.21		X			X	
Humboldt Street Plaza	1	*	D4D	4.24		X			X	* Prior to the City's issuance of the First Certificate of Occupancy for the Building representing 3 million square feet of total development.
Power Station Park East	1	12	D4D	4.28		X			X	
Block 9 POPO (includes Turbine Plaza) and Restroom	1	9	D4D	4.16-4.22			X		X	Public restroom to be provided on Block 9.
Power Station Park West	2	11	D4D	4.29		X			X	
Waterfront Park North	3	4	D4D	4.16-4.19		X			X	
Waterfront Park West	3	4	D4D	4.16-4.19		X			X	
Louisiana Paseo	4	15	D4D	4.30		X			X	
Soccer Field and Restroom	4, 5, or 6	1, 5, or 13	D4D	4.31			X		X	Soccer field to be provided on either the roof of the district parking structure on one of Blocks 1, 5, or 13 or in another location, as further described in the Phasing Plan and Design for Development. Public restroom to be provided on the same block as soccer field.
Illinois Street Plaza	6	13	D4D	4.32		X			X	
Streets and Infrastructure										
All public and private streets (including sidewalks, and bike facilities within such streets) within the boundaries of the Development Phase as shown in the D4D and IP	All		D4D, IP	D4D Section 5		X		X	X	Public Improvement if public street; POCI if private street
All utilities within the boundaries of the Development Phase as shown in the IP	All		IP			X		X	X	
Transit Facilities										
Bus Layover	1	12	D4D	5.5.1, 6.10.1		X		X	X	Whether Public Improvement depends on whether City takes ownership of 23rd Street
Bus Shelter and Transit Operator Restroom	1	12	D4D	5.5.2, 6.10.1			X		X	
Development Agreement, Phasing Plan (Exhibit M-1)										
$1.5 million AWSS Payment Fair Share Contribution	5	1	IP			N/A	N/A	N/A	N/A	Payment will be due at the earlier of either SFPUC's Notice to Proceed for the system-wide improvements or City's acceptance of the final public street in Development Phase 5.
Childcare (6,000 GSF)	2	11	DA	Exhibit M-1			X		X	
La Cocina (1,500 GSF)	6 or 2	13 or 11	DA	Exhibit M-1			X		X	If the entity that owns Block 13 is not a party to the Development Agreement prior to the City's approval of the Development Phase 2 application, Developer shall locate this space on Block 11.
Childcare (6,000 GSF)	4	15	DA	Exhibit M-1			X		X	
Community Center (25,000 GSF)	6, 5, or 4	1, 5, or 13	DA	Exhibit M-1			X		X	If the entity that owns Block 13 is not a party to the Development Agreement prior to the City's approval of the Development Phase 4 Application, Developer shall specify a Building on a Non-PG&E Sub Area Block in which the Community Facilities Space shall be located, which Building may be located in Development Phase 4 or Development Phase 5.
$2.5 M Library Payment	N/A	N/A	DA	Exhibit M-1		N/A	N/A	N/A	N/A	
Option For Public Library (5,000 GSF)	4	15	DA	Exhibit M-1			X		X	
Grocery Store	6, 5, or 4	1, 5, or 13	DA	Exhibit M-1			X		X	

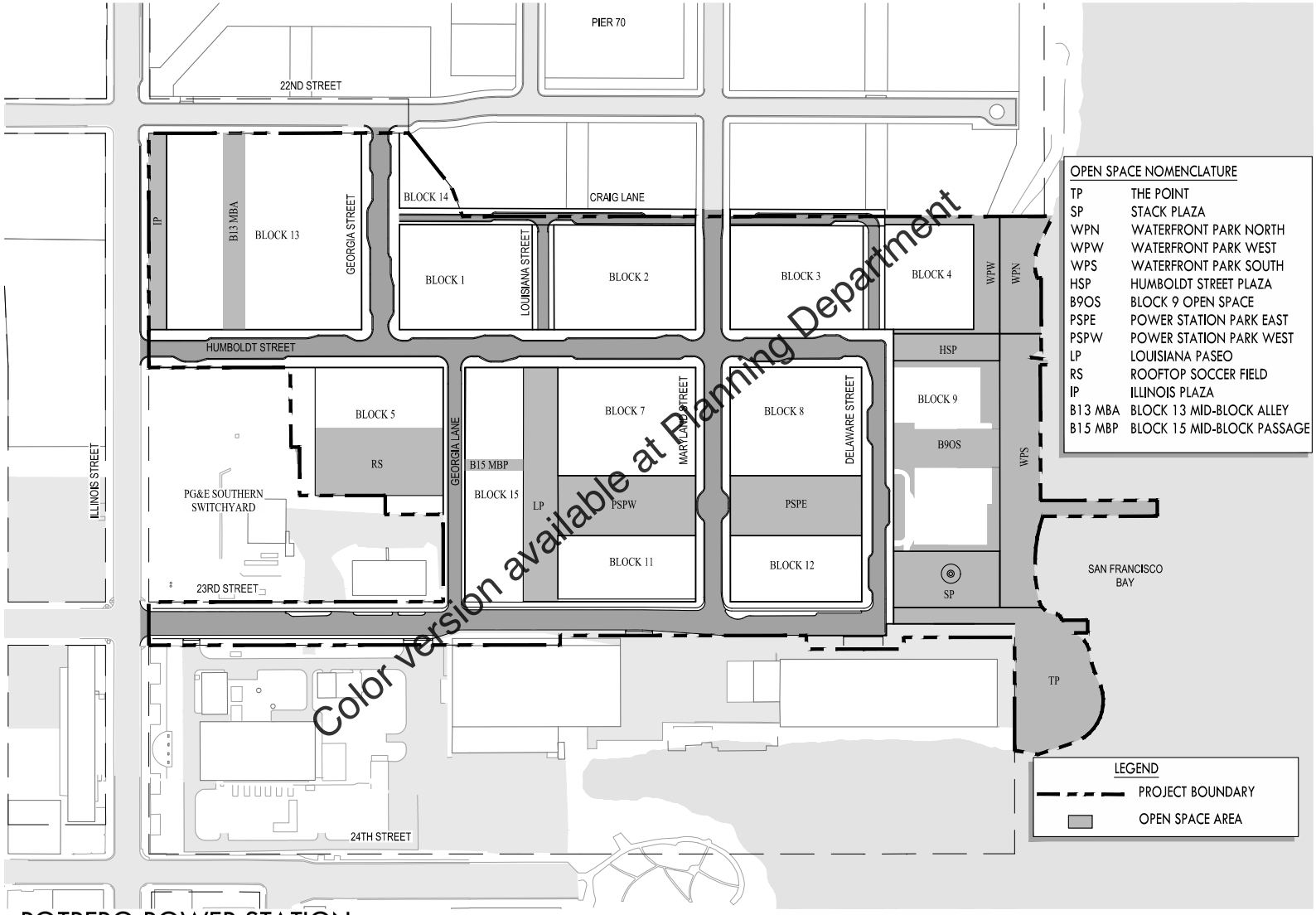
EXHIBIT M-1-1

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

EXHIBIT M-1-1

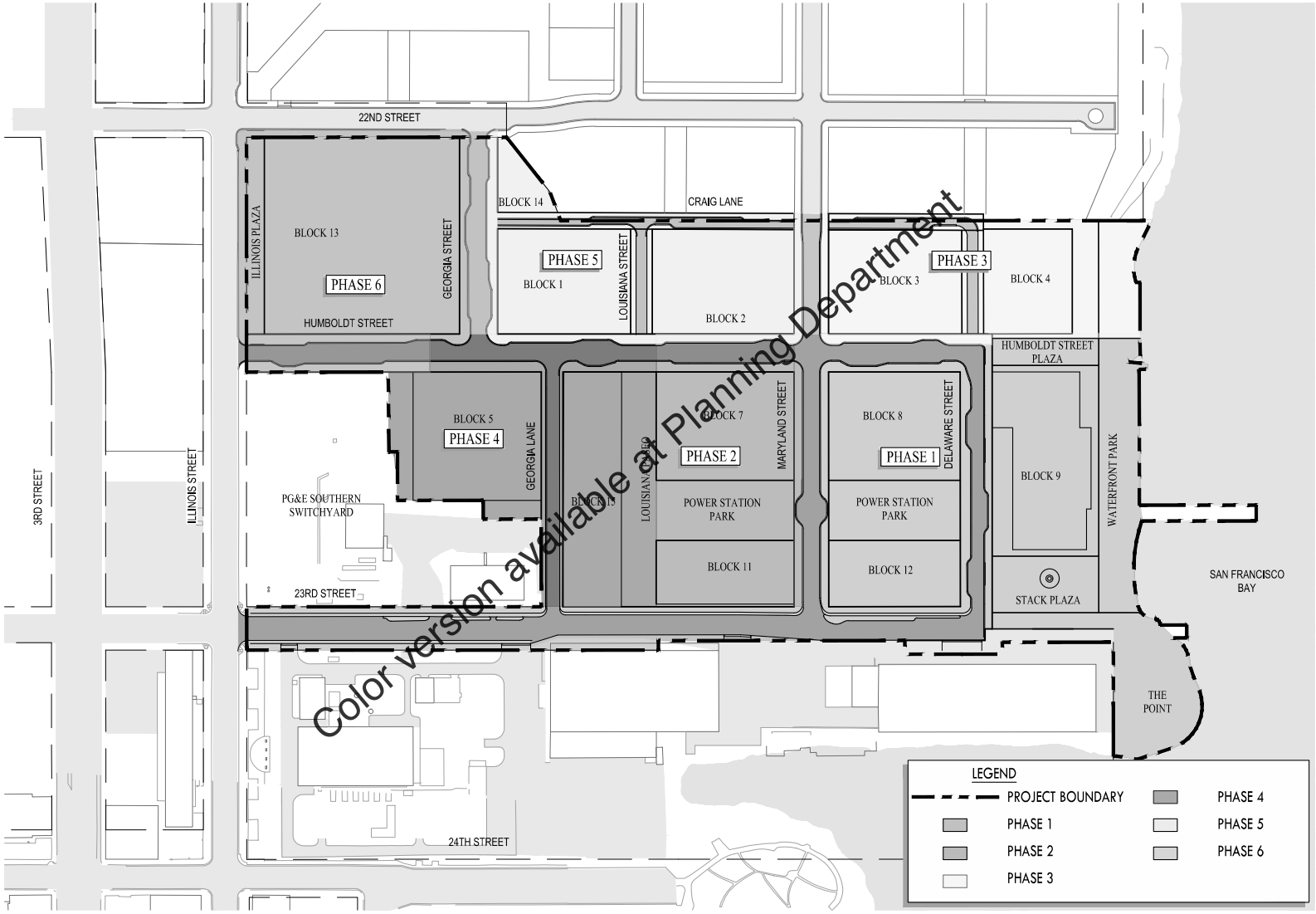
Phasing Table	Phase	Delivered With Block or GSF	Primary Document	Section	Other Reference	Horizontal Improvement	Vertical Improvement	Public Improvement	Privately-Owned Community Improvement	Notes
Archeological Testing	All	All	Initial Study	M-CR-1		X	X	N/A	N/A	Archeological testing program is Horizontal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

Exhibit M-2
Phasing Figures



Color version available at Planning Department

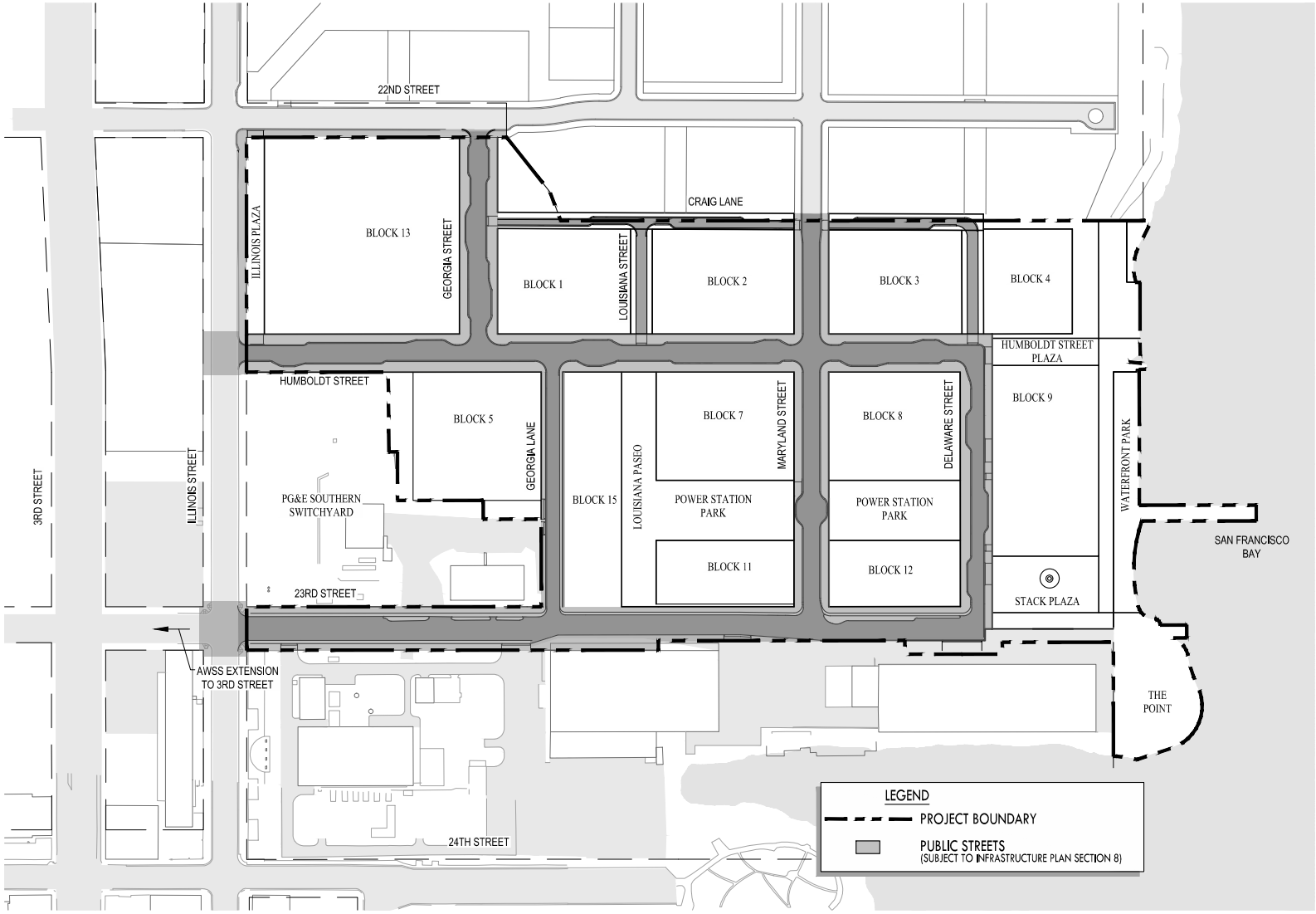
POTRERO POWER STATION
EXHIBIT M-2.1: OPEN SPACE AREAS



Color version available at Planning Department

POTRERO POWER STATION
EXHIBIT M-2.2: PHASING DIAGRAM

Exhibit N
Map of Public Improvements



POTRERO POWER STATION
EXHIBIT N: PUBLIC IMPROVEMENTS

Exhibit O
Development Phase Application Procedures and Requirements

Exhibit O
Development Phase Application Procedures and Requirements

A. General

The Project shall be built in Development Phases as described in the Phasing Plan, subject to any changes to the Phasing Plan approved in accordance with Sections 3.2.5 and 3.2.6 of the Development Agreement. The Phasing Plan reflects the Parties' mutual acknowledgement that certain controls shall guide the development of the Project and the phased provision of Public Improvements and Privately-Owned Community Improvements. Initially capitalized and other terms not listed below are defined in the Development Agreement. All references to the Development Agreement include this Phasing Plan.

B. Development Phase Application: Purpose and Approval Authority

The purpose of the Development Phase Application is to provide a broad overview of the scope of each Development Phase, including the number and type of each element (vertical and horizontal), and to ensure that the requirements of the Phasing Plan are satisfied.

1. City Department responsible for review: Planning Department

2. City Department responsible for approval: Planning Department

3. Role of other City Departments: Development Phase Applications will be distributed to DPW, SFPUC, SFMTA, Port, SFFD, RPD, and OEWD for their information. No action is required by these City Agencies. City Agencies may provide comments on the content of the Development Phase Application to the Planning Department within the Planning Department's thirty (30) day completeness review timeline and the sixty (60) day content review timeline.

4. Relationship to Infrastructure Review by Other City Departments: A Development Phase Application must show how the proposed scope and content of Infrastructure within the Development Phase will comply with the Plan Documents and Approvals, including the Phasing Plan. The approved Development Phase Application will not limit the scope of Infrastructure that Developer is required to construct in the Development Phase, but the proposed scope and content of Infrastructure in such improvement plans shall at least serve the scope outlined in the Phase Application. The exact details of required Infrastructure in each Development Phase may vary from the approved Development Phase Approval in order to achieve appropriate roadway access, functional utility systems and connections, and to maintain service to existing residents and commercial users, but shall still be governed by the Infrastructure Plan and Phasing Plan. Notwithstanding the foregoing, any removal of street sections from a Development Phase after its inclusion in a Development Phase Approval will be subject to Planning Department review and approval.

C. Development Phase Application Review and Approval

At any time before submitting a Development Phase Application (defined below) to the Planning Department for review, Developer may request a pre-application meeting with City staff

to review the proposed Development Phase. Prior to the commencement of each Development Phase, Developer shall submit to the Planning Department a Development Phase Application in substantial conformance with the attached checklist. Upon receipt, the Planning Director shall have the right to request additional information from Developer as may be needed to understand the proposed Development Phase Application and to ensure compliance with the Development Agreement, including the Phasing Plan; provided, however, that within thirty (30) days following receipt of a Development Phase Application, the Planning Director shall determine the completeness of the Development Phase Application and will notify Developer of any deficiencies and make any requests for additional information or materials that are reasonably necessary in order to review the Development Phase Application. If the Planning Director fails to respond within such 30-day period, the Development Phase Application will be deemed complete. The Planning Department will, within sixty (60) days of determination of application completeness, complete its review of the proposed improvements against the requirements of the Plan Documents, the Phasing Plan and the Development Agreement, including any necessary coordination with other City Agencies. If the Planning Director objects to the proposed Development Phase Application, he or she shall do so in writing, stating with specificity the reasons for the objection and any items that should be included or changed to bring the Development Phase Application into compliance with the Plan Documents, the Phasing Plan and the Development Agreement. The Planning Director will act reasonably in making determinations with respect to each Development Phase Application, including the determination as to whether the Development Phase Application meets the requirements of the Phasing Plan and the Development Agreement. The Parties agree to meet and confer in good faith to discuss and resolve any differences in the scope or requirements of a Development Phase Application. Changes proposed by the Planning Department will be reasonably considered by Developer, and changes proposed by Developer will be reasonably considered by the Planning Director. If there are no objections, or upon resolution of any differences, the Planning Director shall approve the Development Phase Application with such revisions, comments, or requirements as may be permitted in accordance with the terms of the Development Agreement and the Phasing Plan (each a "**Development Phase Approval**"). The Development Phase Application and Development Phase Approval shall be posted on the Planning Department website.

D. Standard of Approval

Approval of the Development Phase Application will be ministerial in nature based on the Development Phase Application's consistency with the Phasing Plan, its completeness in providing the information required by this Exhibit O, and its conformance with the Initial Approvals. Discretion in approving a Development Phase Application will be limited to those matters where the proposed development plan deviates from the Initial Approvals. As such, the Planning Director will approve any Development Phase Application that conforms to and is consistent with the Development Agreement, including the applicable Plan Documents, Phasing Plan and Initial Approvals, and will not disapprove any Development Phase Application on the basis of any element that conforms to and is consistent therewith.

E. Concurrent Review

Developer must obtain a Development Phase Approval before the City may approve a tentative subdivision map that covers all or any portion of the applicable Development Phase;

provided, however, that approval of a Development Phase Application will not be required for (i) the approval of a tentative or final transfer map, (ii) the issuance of construction permits for grading and site preparation in any Development Phase, or (iii) the approval of a tentative subdivision map application that covers all or substantially all of the entire Project Site (a "**Master Tentative Map**"), as permitted under Paragraph F below. Subject to the foregoing, at any time before or after submittal of a Development Phase Application, Developer may submit Subdivision Map and Design Review Applications covering all or any of the real property within the Development Phase for the City's review and approval in accordance with the procedures hereunder and under the Project SUD, but the time periods for City review and approvals of Subdivision Maps other than tentative or final transfer maps or Master Tentative Maps and for Design Review Applications for Vertical Development and Community Improvements (either privately or publicly owned) shall not begin until the Planning Department issues a Development Phase Approval.

F. Start of Development Phase

Upon receipt of a Development Phase Approval, Developer shall submit a tentative subdivision map application (if not already submitted) covering the real property within the Development Phase. Developer also has the option to submit a Master Tentative Map application and seek approval of phased final maps for each Development Phase covered by the Master Tentative Map. The City may not condition approval of a Master Tentative Map on a subsequent Development Phase Approval, but the City shall not be required to issue construction permits to Commence Construction within any Development Phase covered by the Master Tentative Map unless the City has first approved a Development Phase Approval for the applicable Development Phase. The City may add, modify, or clarify tentative map conditions or require any deferred material submittals based upon the subsequent Development Phase Approvals or Later Approvals prior to approval one of more final maps associated with the Master Tentative Map. Upon submittal of any tentative subdivision map application, Developer shall have the right to submit any request or application for Later Approvals, such as street improvement permits and building permits, required to start construction.

G. Amendment of a Development Phase Approval

At any time after receipt of a Development Phase Approval, Developer may request an amendment to the Development Phase Approval. Any such request for amendment shall be made to the Planning Director and shall be subject to the same review and approval standards as set forth in this Agreement for the original approval. Amendments to a Development Phase Approval which include changes to the Phasing Plan shall be subject to the requirements of Section 3.2.5 and Section 3.2.6 of the Development Agreement. Changes in the type, density or intensity of vertical development (residential or commercial) that is identified in a Development Phase Application as "anticipated" or "proposed" will not necessarily require an amendment to a Development Phase Approval, so long as the Development Phase remains in compliance with this Agreement, including the applicable Plan Documents and Approvals, and the revisions to the vertical development would result in necessary changes to the provision of Public Improvements and Privately-Owned Community Improvements described in the original Phase Approval per the provisions of the Phasing Plan and other Plan Documents and Approvals.

H. Concurrent Development

Each Development Phase shall remain independent, in accordance with the Development Agreement, so long as the functional and operational requirements of that Development Phase can be met with the completion of any necessary Infrastructure. Developer may begin construction of a Development Phase simultaneously with another Development Phase or may begin construction of a subsequent Development Phase while components of a prior Development Phase are still in progress. Notwithstanding the above, Developer may propose interim or temporary Infrastructure improvements, and DPW, with the consent of any affected City Agency in their respective sole discretion, may allow such interim or temporary Infrastructure improvements and defer completion of required Public Improvements subject to terms and conditions that the City deems appropriate and in accordance with the Development Agreement. The applicable Public Improvement Agreement will address the interim or temporary Infrastructure improvements along with sufficient security to guarantee the completion and removal of such improvements and security for the permanent Public Improvements. The City will not accept any interim or temporary improvements for maintenance and liability purposes. Nothing in this paragraph shall be construed as a limitation on the discretion retained by any City Agency as set forth in this Agreement.

I. Contents of Development Phase Applications

The required components of each Development Phase Application are as follows:

1. Site plan and other graphics, including existing or proposed blocks, lots, streets and area, showing the area covered by the applicable Development Phase Application.

2. A narrative description of the proposed scope of development within the Development Phase, including tables indicating the estimated square footage of each land use category per block and total number of parking stalls. For any Development Phases proposed to contain office uses, such narrative shall describe any proposed request for "Prop M" office allocation.

3. Materials sufficient to describe the Infrastructure, Privately-Owned Community Improvements and Parks and Open Space that will be provided for the Development Phase, and a description of how the Development Phase will comply with the requirements of the Phasing Plan to provide these Associated Community Benefits consistent with the Phasing Plan. The level of detail will be commensurate with the detail set forth in the Infrastructure Plan and Planning Department standards for conditional use applications. The materials will also include an itemized description of the status of Public Improvements and Privately-Owned Community Improvements in prior Development Phase Approvals.

4. If the Development Phase will include residential use, the Development Phase Application will also include:

a. Developer's estimate of the total number of residential units, the number and location of affordable housing units and AMI levels, and affordable housing credits to be provided in the Development Phase through in-lieu fees or land dedications, as set forth in the Housing Plan.

b. The anticipated number and location of market rate residential parcel pads to be prepared, with the estimated number of residential units on each.

c. A cumulative tally of all market rate and affordable units, including condominium units and non-subdivided units, subject to approved or pending final subdivision map(s).

5. A table or matrix showing applicable Mitigation Measures associated with the applicable Development Phase.

6. The following Infrastructure improvement details:

a. Plans showing the Infrastructure to be provided for the Development Phase at a level of detail sufficient to determine consistency of the Development Phase with the Phasing Plan.

b. Plans showing new streets to be dedicated.

c. Plan showing location of the Development Phase in relation to the rest of the Project Site, with street access and circulation for existing residents.

7. Narrative or schedule of anticipated order of horizontal construction within the Development Phase, by element (i.e., Infrastructure, Privately-Owned Community Improvements and Parks and Open Spaces).

8. A narrative describing the Project's compliance with the sustainability controls in the Design for Development.

9. List of any requested modifications to this Agreement, including the Phasing Plan, the Design for Development or other Plan Documents.

10. Certification of accuracy from authorized representative.

11. For illustrative purposes only, a summary table materially in the form shown below, listing the permitted and anticipated, and if known, type, density and intensity of, vertical development by parcel within the Development Phase.

Sample Summary Table

Blocks in the Design Guide-lines	Height/Bulk District	Maximum Permitted Heights	Allowable Use under the SUD, and Anticipated Use if known	Anticipated Amount of Development	Type of Affordable Housing Anticipated	Proposed Parking & Parking Ratio, if known
(*1, 2, 3, etc.)*			(*Affordable Housing, Market Rate Parcel, Commercial, Retail, Community, Other*)	(*Total # Housing Units, Square Footage of Retail, Commercial, Community, Other*)	(*# BMR Units, In Lieu, Land Dedication)*	(*Residential and/or Commercial*)

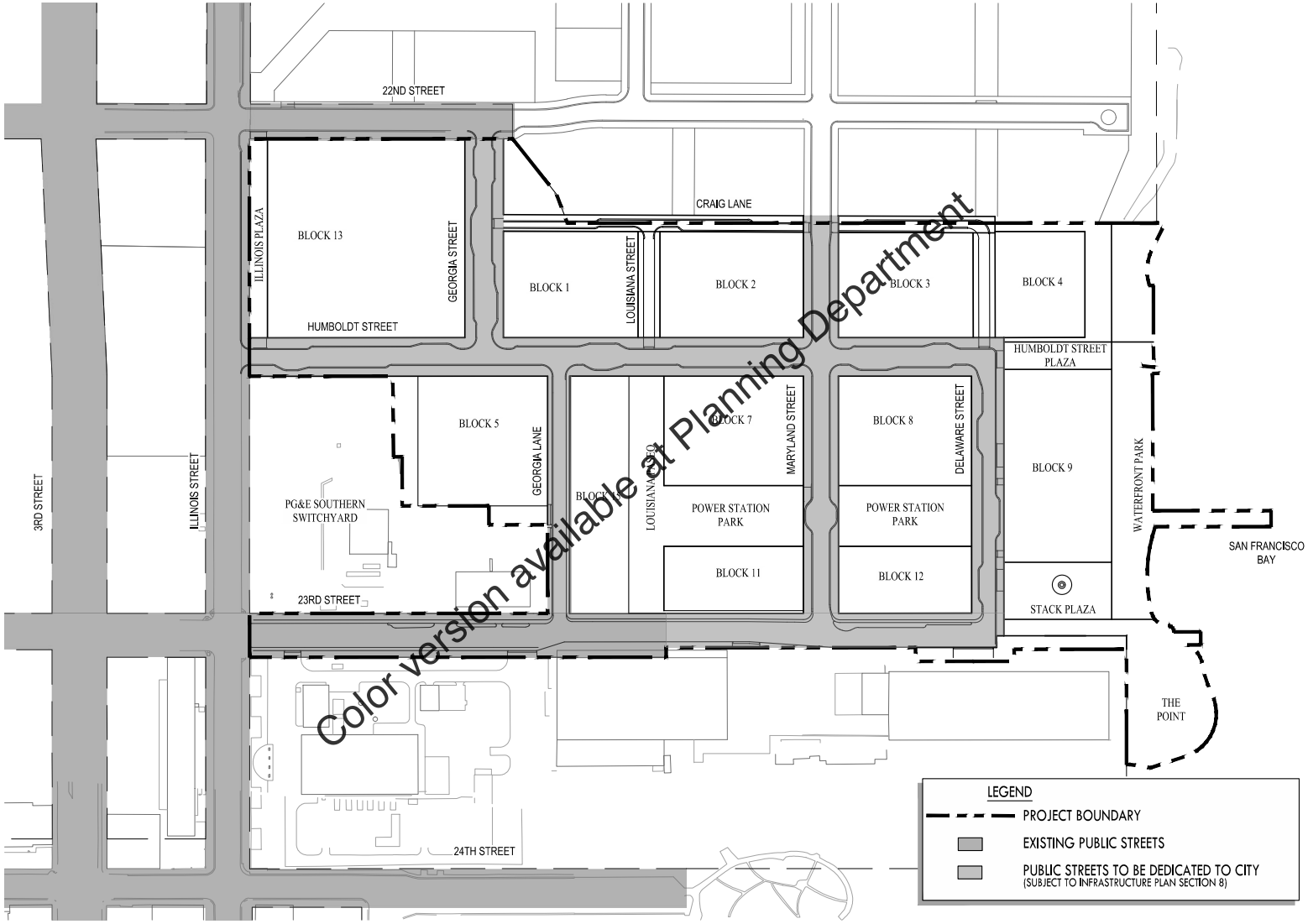
Exhibit P
Applicable Impact Fees and Exactions

Exhibit P
Applicable Impact Fees and Exactions

A. Transportation Sustainability Fee

Developer shall pay the Transportation Sustainability Fee under Planning Code 411A prior to the issuance of the First Construction Permit for each Building. Planning Code Section 411A.7 shall govern the accounting and use of the Transportation Sustainability Fee, except as described in Exhibit I of the Development Agreement.

Exhibit Q
Map Showing Streets to be Dedicated to City



Color version available at Planning Department

POTRERO POWER STATION
EXHIBIT Q: PUBLIC STREETS TO BE DEDICATED TO CITY

Exhibit R
Text of Chapter 56 as of the Reference Date

Print

San Francisco Administrative Code

CHAPTER 56: DEVELOPMENT AGREEMENTS

Sec. 56.1.	Findings.
Sec. 56.2.	Purpose and Applicability.
Sec. 56.3.	Definitions.
Sec. 56.4.	Filing of Application; Forms; Initial Notice and Hearing.
Sec. 56.5.	Form of Agreement.
Sec. 56.6.	Signatories to the Development Agreement.
Sec. 56.7.	Contents of Development Agreement.
Sec. 56.8.	Notice.
Sec. 56.9.	Rules Governing Conduct of Hearing.
Sec. 56.10.	Development Agreement Negotiation Report and Documents.
Sec. 56.11.	Collateral Agreements.
Sec. 56.12.	Irregularity in Proceedings.
Sec. 56.13.	Determination by Commission.
Sec. 56.14.	Decision by Board of Supervisors.
Sec. 56.15.	Amendment and Termination of an Executed Development Agreement by Mutual Consent.
Sec. 56.16.	Recordation of Development Agreements Amendment or Termination.
Sec. 56.17.	Periodic Review.
Sec. 56.18.	Modification or Termination.
Sec. 56.19.	Limitation on Actions.
Sec. 56.20.	Fee.

SEC. 56.1. FINDINGS.

The Board of Supervisors ("Board") concurs with the State Legislature in finding that:

(a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and commitment to comprehensive planning and development of infrastructure and public facilities which would make maximum efficient utilization of resources at the least economic cost to the public.

(b) Assurance to the applicant/developer for a development project that upon approval of the project, the applicant/developer may proceed with the project in accordance with specified policies, rules and regulations, and subject to conditions of approval, will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development.

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.2. PURPOSE AND APPLICABILITY.

(a) The purpose of this Chapter is to strengthen the public planning process by encouraging private participation in the achievement of comprehensive planning goals and reducing the economic costs of development. A development agreement reduces the risks associated with development, thereby enhancing the City's ability to obtain public benefits beyond those achievable through existing ordinances and regulations. To accomplish this purpose the procedures, requirements and other provisions of this Chapter are necessary to promote orderly growth and development (such as, where applicable and appropriate, provision of housing, employment and small business opportunities to all segments of the community including low income persons, minorities and women), to ensure provision for adequate public services and facilities at the least economic cost to the public, and to ensure community participation in determining an equitable distribution of the benefits and costs associated with development.

(b) Such agreements shall only be used for (1) affordable housing developments or (2) large multi-phase and/or mixed-use developments involving public improvements, services, or facilities installations, requiring several years to complete, as defined below in Section 56.3, or a housing development with a minimum of 1,000 units, as defined below in Section 56.3; or (3) rental housing developments with on-site affordable units, as defined below in Section 56.3.

(Added by Ord. 372-88, App. 8/10/88; amended by Ord. 67-05, File No. 041748, App. 4/15/2005; Ord. 312, File No. 100046, App. 12/23/2010)

SEC. 56.3. DEFINITIONS.

The following definitions shall apply for purposes of this Chapter:

(a) "Affordable housing development" shall mean for purposes of Section 56.2(b)(1), any housing development which has a minimum of 30 percent of its units affordable to low income households, and a total of 60 percent of its units affordable to households, as defined by the U.S. Census, whose immediate household income does not exceed 120 percent of the median household income for the San Francisco Primary Metropolitan Statistical Area, with the remaining 40 percent of its units unrestricted as to affordability. For purposes of this definition of "affordable housing development," "low income" shall mean the income of households, as defined by the U.S. Census whose immediate household income does not exceed 80 percent of the median household income for the San Francisco Primary Metropolitan Statistical Area. "Median household income" for the San Francisco Primary Metropolitan Statistical Area shall be as determined by the U.S. Department of Housing and Urban Development and adjusted according to the determination of that Department and published from time to time. In the event that such income determinations are no longer published by the Department of Housing and Urban Development, median household income shall mean the median gross yearly income of a household in the City and County of San Francisco, adjusted for household size, as published periodically by the California Department of Housing and Community Development. Such affordable housing development may include neighborhood commercial facilities which are physically and financially an integral part of the affordable housing project and which will provide services to local residents.

(b) "Applicant/Developer" shall mean a person or entity who has legal or equitable interest in the real property which is the subject of the proposed or executed development agreement for an "affordable housing development" or a "large multi-phase and/or mixed-use development," as those terms are defined herein, or such person's or entity's authorized agent or successor in interest; provided, however, that an entity which is subject to the requirements of City Planning Code Section 304.5 relating to institutional master plans does not qualify as an applicant for a development agreement.

(c) "Collateral agreement" shall mean a written contract entered into by the applicant/developer and/or governmental agencies with other entities (including, but not limited to, community coalitions) for the purpose of having said entities provide for and implement social, economic, or environmental benefits or programs; provided, however, that such term does not include agreements between the applicant/developer or governmental agencies and (1) construction contractors and subcontractors, (2) construction managers, (3) material suppliers, and (4) architects, engineers, and lawyers for customary architectural, engineering or legal services.

(d) "Commission" shall mean the Planning Commission.

(e) "Director" shall mean the Director of the Planning Department.

(f) "Housing development with a minimum of 1,000 units" shall mean a proposed residential development project which: (1) is on a site which exceeds two and one-half acres in area, (2) includes two or more buildings to be constructed on the site, and (3) includes a proposal for constructing or participating in providing, either off-site or on-site, public improvements, facilities, or services beyond those achievable through existing ordinances and regulations.

(g) "Large multi-phase and/or mixed-use development" shall mean a proposed development project which: (1) is on a site which exceeds five acres in area, (2) includes two or more buildings to be constructed sequentially on the site, and (3) includes a proposal for constructing or participating in providing, either off-site or on-site, public improvements, facilities, or services beyond those achievable through existing ordinances and regulations.

(h) "Material modification" shall mean any proposed amendment or modification to either a proposed development agreement approved by the Commission, or a previously executed development agreement, which amendment or modification is otherwise required by the terms of the development agreement, which changes any provision thereof regarding the following: (1) duration of the agreement; (2) permitted uses of the subject property; (3) density or intensity of the permitted uses; (4) location, height or size of any structures, buildings, or major features; (5) reservation or dedication of land; (6) any conditions, terms, restrictions and requirements relating to subsequent discretionary actions as to design, improvements, construction standards and specifications; (7) any other condition or covenant relating to the financing or phasing of the development which substantially modifies the use of the property, the phasing of the development, or the consideration exchanged between the parties as recited in the proposed development agreement; (8) the type, number, affordability level, and/or tenure of any proposed affordable housing as well as any change as to performance of such public benefits, including but not limited to timing, phasing, method of performance or parties involved; or (9) any other terms or conditions of the development agreement if the development agreement provides that amendment of said specified term or condition would be a material modification.

(i) "Minor modification" shall mean any amendment or modification to the development agreement which relates to any provision not deemed to be a "material modification."

(j) "Rental housing developments with on-site affordable units" shall mean a proposed residential development project the project sponsor of which covenants to provide on-site units to satisfy the Inclusionary Affordable Housing Program, as set forth in Planning Code Sections 415—417, as an alternative to payment of the Affordable Housing Fee.

(Added by Ord. 372-88, App. 8/10/88; amended by Ord. 67-05, File No. 041748, App. 4/15/2005; Ord. 312, File No. 100046, App. 12/23/2010)

SEC. 56.4. FILING OF APPLICATION; FORMS; INITIAL NOTICE AND HEARING.

(a) The Director may prescribe the form of the application for the preparation and implementation of development agreements.

(b) The applicant must list on the application the anticipated public benefits which would exceed those required by existing ordinances and regulations. The public benefits ultimately provided by an approved development agreement may differ from those initially identified by the applicant/developer. The Director may require an applicant/developer to submit such additional information and supporting data as the Director considers necessary to process the application; provided, however, that the Director shall not require the applicant/developer to submit, as part of the application, special studies or analyses which the Director would customarily obtain through the environmental review process.

(c) The Director shall endorse the application the date it is received. If the Director finds that the application is complete, the Director shall (1) accept the application for filing, (2) publish notice in the official newspaper of acceptance of said application, (3) make the application publicly available, and (4) schedule a public hearing before the Commission within 30 days following receipt of a completed application. At said public hearing, the Director shall make a recommendation with respect to the fee to be paid by the applicant/developer as set forth in Section 56.20(b).

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.5. FORM OF AGREEMENT.

A proposed development agreement, and any modifications or amendments thereto, must be approved as to form by the City Attorney prior to any action by the Director, Commission or Board of Supervisors.

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.6. SIGNATORIES TO THE DEVELOPMENT AGREEMENT.

(a) **Applicant.** Only an applicant/developer, as that term is defined in Section 56.3, may file an application to enter into a development agreement.

(b) **Governmental Agencies.** In addition to the City and County of San Francisco and the applicant/developer, any federal, State or local governmental agency or body may be included as a party or signatory to any development agreement.

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.7. CONTENTS OF DEVELOPMENT AGREEMENT.

(a) **Mandatory Contents.** A development agreement, by its express terms or by reference to other documents, shall specify (1) the duration of the agreement, (2), the permitted uses of the property, (3) the density or intensity of use, (4) the maximum height and size of proposed buildings, (5) the provisions for reservation or dedication of land for public purposes, (6) for any project proposing housing, the number, type, affordability and tenure of such housing, (7) the public benefits which would exceed those required by existing ordinances and regulations, and (8) nondiscrimination and affirmative action provisions as provided in subsection (c) below.

(b) **Permitted Contents.** The development agreement may (1) include conditions, terms, restrictions, and requirements for subsequent discretionary actions, (2) provide that construction shall be commenced within a specified time and that the project or any phase thereof be completed within a specified time, (3) include terms and conditions relating to applicant/developer and/or City financing or necessary public facilities and subsequent reimbursement by other private party beneficiaries, (4) require compliance with specified terms or conditions of any collateral agreements pursuant to Section 56.11, and (5) include any other terms or conditions deemed appropriate in light of the facts and circumstances.

(c) **Nondiscrimination/Affirmative Action Requirements.**

(1) **Nondiscrimination Provisions of the Development Agreement.** The development agreement shall include provisions obligating the applicant/developer not to discriminate on the grounds, or because of, race, color, creed, national origin, ancestry, age, sex, sexual orientation, disability or Acquired Immune Deficiency Syndrome or AIDS Related Condition (AIDS/ARC), against any employee of, or applicant for employment with the applicant/developer or against any bidder or contractor for public works or improvements, or for a franchise, concession or lease of property, or for goods or services or supplies to be purchased by applicant/developer. The development agreement shall require that a similar provision be included in all subordinate agreements let, awarded, negotiated or entered into by the applicant/developer for the purpose of implementing the development agreement.

(2) **Affirmative Action Program.** The development agreement shall include a detailed affirmative action and employment and training program (including without limitation, programs relating to women, minority and locally-owned business enterprises), containing goals and timetables and a program for implementation of the affirmative action program. For example, programs such as the following may be included:

(i) Apprenticeship where approved programs are functioning, and other on-the-job training for a nonapprenticeable occupation;

(ii) Classroom preparation for the job when not apprenticeable;

(iii) Preapprenticeship education and preparation;

(iv) Upgrading training and opportunities;

(v) The entry of qualified women and minority journeymen into the industry; and

(vi) Encouraging the use of contractors, subcontractors and suppliers of all ethnic groups, and encouraging the full and equitable participation of minority and women business enterprises and local businesses (as defined in Section 12D of this Code and implementing regulations) in the provision of goods and services on a contractual basis.

(3) **Reporting and Monitoring.** The development agreement shall specify a reporting and monitoring process to ensure compliance with the non-discrimination and affirmative action requirements. The reporting and monitoring process shall include, but not be limited to, requirements that:

(i) A compliance monitor who is not an agent or employee of the applicant/developer be designated to report to the Director regarding the applicant/developer's compliance with the nondiscrimination and affirmative action requirements;

(ii) The applicant/developer permit the compliance monitor or the Director or his designee reasonable access to pertinent employment and contracting records, and other pertinent data and records, as specified in the Development Agreement for the purpose of ascertaining compliance with the nondiscrimination and affirmative action provisions of the development agreement;

(iii) The applicant/developer annually file a compliance report with the compliance monitor and the Director detailing performance pursuant to its affirmative action program, and the compliance monitor annually reports its findings to the Director; such reports shall be included in and subject to the periodic review procedure set forth in Sec. 56.17.

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.8. NOTICE.

The Director shall give notice of intention to consider adoption, amendment, modification, or termination of a development agreement for each public hearing required to be held by the Commission under this Chapter. The Clerk of the Board of Supervisors shall give such notice for each public hearing required to be held by the Board of Supervisors. Such notices shall be in addition to any other notice as may be required by law for other actions to be considered concurrently with the development agreement.

(a) **Form of Notice.**

(1) The time and place of the hearing;

(2) A general summary of the terms of the proposed development agreement or amendment to be considered, including a general description of the area affected, and the public benefits to be provided; and

(3) Other information which the Director, or Clerk of the Board of Supervisors, considers necessary or desirable.

(b) **Time and Manner of Notice.**

(1) **Publication and Mailing.** Notice of hearing shall be provided in the same manner as that required in City Planning Code Section 306.3 for amendments to that Code which would reclassify land; where mailed notice is otherwise required by law for other actions to be considered concurrently with the development agreement, notice of a public hearing before the Commission on the development agreement shall be included on the next Commission calendar to be mailed following the date of publication of notice in the official newspaper.

(2) **Notice to Local Agencies.** Notice of the hearing shall also be mailed at least 10 days prior to the hearing to any local public agency expected to provide water, transit, sewage, streets, schools, or other essential facilities or services to the project, whose ability to provide those facilities and services may be significantly affected by the development agreement.

(c) **Failure to Receive Notice.** The failure of any person to receive notice required by law does not affect the authority of the City and County of San Francisco to enter into a development agreement.

(Added by Ord. 372-88, App. 8/10/88; amended by Ord. 59-91, App. 2/27/91)

SEC. 56.9. RULES GOVERNING CONDUCT OF HEARING.

The Commission's public hearing on the proposed development agreement shall be conducted in accordance with the procedure for the conduct of reclassification hearings as provided in Subsections (b) and (c) of Section 306.4 of the City Planning Code. Such public hearing on the proposed development agreement shall be held prior to or concurrently with the public hearing for consideration of any other Commission action deemed necessary to the approval or implementation of the proposed development agreement, unless the Commission determines, after a duly noticed public hearing pursuant to Section 56.8, that proceeding in a different manner would further the public interest; provided, however, that any required action under the California Environmental Quality Act shall not be affected by this Section.

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.10. DEVELOPMENT AGREEMENT NEGOTIATION REPORT AND DOCUMENTS.

(a) **Report.** The Director shall prepare a report on development agreement negotiations between the applicant and the City and County of San Francisco (City), which report shall be distributed to the Commission and Board of Supervisors, and shall be available for public review 20 days prior to the first public hearing on the proposed development agreement. Said report shall include, for each negotiation session between the applicant and the City: (1) an attendance list; (2) a summary of the topics discussed; and (3) a notation as to any terms and conditions of the development agreement agreed upon between the applicant and the City.

(b) **Documents.** The Director shall (1) maintain a file containing documents exchanged between the applicant/developer and the City's executive offices and departments; and (2) endeavor to obtain copies and maintain a list of all correspondence which executive offices and departments received from and sent to the public relating to the development agreement. The Director shall make said documents and the correspondence list available for public review 20 days prior to the first public hearing on the proposed development agreement.

(c) **Update of Report, Documents, and Correspondence List.** The Director shall update the negotiation session report and the correspondence list, and continue to maintain a file of documents exchanged between the applicant/developer and the City until a development agreement is finally approved. The Director shall make the updated report, correspondence list, and documents available to the public at least five working days before each public hearing on the proposed development agreement.

(d) **Remedies.** No action, inaction or recommendation regarding the proposed development agreement shall be held void or invalid or be set aside by a court by reason of any error, irregularity, informality, neglect or omission ("error") which may occur with respect to City compliance with this Section 56.10. This section is not intended to affect rights and remedies with respect to public records otherwise provided by law.

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.11. COLLATERAL AGREEMENTS.

(a) **Filing.** In order to qualify for consideration under the provisions of this section, the party to the collateral agreement seeking such consideration must: (1) submit a copy of the executed collateral agreement to the Director, (2) identify the specific terms and conditions of said collateral agreement which said party believes are necessary to achieve the public purposes sought to be achieved by the City and County through the development agreement process, and (3) provide contemporaneous notice to any other party or parties to the collateral agreement or the development agreement that a request for consideration pursuant to this section was filed. The Director shall forward copies of all collateral agreements received to the City Attorney's Office for review.

(b) **Recommendation of the Director Prior to the First Public Hearing on the Proposed Development Agreement.**

(1) The Director is obligated to consider and make a recommendation only as to those collateral agreements which satisfy the provisions of Section 56.11(a) above, and which are received by the Director within seven days after the date of publication of notice of the first hearing on the proposed development agreement. The Director shall consider those collateral agreements which are on the list provided pursuant to Section 56.11(d) below.

(2) With respect to collateral agreements received pursuant to the provisions set forth above, the Director shall prepare a report to the Commission on said collateral agreements. If the Director finds that applicant compliance with certain specified terms or conditions of said collateral agreements is necessary to achieve the public purposes sought by the City through the development agreement process, then the Director shall recommend that such terms or conditions be incorporated into the proposed development agreement. If the Director recommends incorporation into the development agreement of any terms or conditions of any collateral agreements, then the Director's report shall also note whether the other party or parties to the collateral agreement or proposed development agreement objects, and the basis for that objection.

(3) The provisions of this section are not intended to limit the power of the Commission or the Board to amend the proposed development agreement to incorporate terms or conditions of collateral agreements.

(c) **Annual Recommendation of the Director.** After execution of a development agreement,

(1) The Director shall consider and make a recommendation as to those collateral agreements which satisfy the provisions of Section 56.11(a) above, and which are received 30 days prior to the date scheduled for periodic review, as determined pursuant to Section 56.17(a). The Director shall consider those collateral agreements which are on the list provided pursuant to Section 56.11 (d) below.

(2) With respect to collateral agreements received pursuant to the provisions set forth above, the Director shall prepare a report to the Commission on said collateral agreements. The Director shall also consult with the applicant/developer concerning said collateral agreements. If the Director finds that applicant/developer compliance with certain specified terms or conditions of said collateral agreements would substantially further attainment of the public purposes which were recited as inducement for entering into the development agreement, then the Director shall recommend that the Commission propose an amendment to the development agreement to incorporate said terms and conditions. If the Director recommends proposal of an amendment to incorporate into the development agreement specified terms or

conditions of any collateral agreements, then the Director's report shall also note whether the other party or parties to the collateral agreement or development agreement objects, and the basis for that objection.

(d) **Applicant/Developer Disclosure of Collateral Agreements.**

(1) At least 21 days prior to the first hearing on the proposed development agreement, the applicant/developer shall provide the Director, for the Director's consideration, a list of all collateral agreements as defined in Section 56.3(c) that have been entered into by the applicant/developer.

(2) At least 30 days prior to the date scheduled for periodic review pursuant to Section 56.17(a), the applicant/developer shall provide the Director, for the Director's consideration, an update to the list prepared pursuant to Subsection (d)(1) above, or any previous list prepared pursuant to this Subsection (d)(2), as applicable, identifying all such collateral agreements entered into subsequent to the date of the first list, or subsequent updates, as appropriate.

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.12. IRREGULARITY IN PROCEEDINGS.

No action, inaction or recommendation regarding the proposed development agreement or any proposed amendment shall be held void or invalid or be set aside by a court by reason of any error, irregularity, informality, neglect or omission ("error") as to any matter pertaining to the application, notice, finding, record, hearing, report, summary, recommendation, or any matters of procedure whatever unless after an examination of the entire record, the court is of the opinion that the error complained of was prejudicial and that by reason of the error the complaining party sustained and suffered substantial injury, and that a different result would have been probable if the error had not occurred or existed. There is no presumption that error is prejudicial or that injury resulted if error is shown.

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.13. DETERMINATION BY COMMISSION.

(a) **Public Hearing.** The Commission shall hold a public hearing to consider and act on a proposed development agreement after providing notice as required under Section 56.8.

(b) **Recommendations to Board of Supervisors.** Following the public hearing, the Commission may approve or disapprove the proposed development agreement, or may modify the proposed development agreement as it determines appropriate. The Commission shall make its final recommendation to the Board of Supervisors which shall include the Commission's determination of whether the development agreement proposed is consistent with the objectives, policies, general land uses and programs specified in the general plan and any applicable area or specific plan, and the priority policies enumerated in City Planning Code Section 101.1. The decision of the Commission shall be rendered within 90 days from the date of conclusion of the hearing; failure of the Commission to act within the prescribed time shall be deemed to constitute disapproval.

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.14. DECISION BY BOARD OF SUPERVISORS.

(a) **Action by Board of Supervisors.** The Board of Supervisors shall hold a public hearing on the proposed development agreement approved by the Commission. After the Board of Supervisors completes its public hearing, it may approve or disapprove the proposed development agreement recommended by the Commission. If the Commission disapproves the proposed development agreement, that decision shall be final unless the applicant/developer appeals the Commission's determination to the Board of Supervisors. The applicant/developer may appeal by filing a letter with the Clerk of the Board of Supervisors within 10 days following the Com-mission's disapproval of the proposed development agreement. The procedures for

the Board's hearing and decision shall be the same as those set forth in City Planning Code Sections 308.1(c) and 308.1(d) with respect to an appeal of a Commission disapproval of a City Planning Code amendment initiated by application of one or more interested property owners.

(b) **Material Modification of the Commission's Recommended Development Agreement.** The Board of Supervisors may adopt a motion proposing a material modification to a development agreement recommended by the Commission, as defined in Section 56.3 herein. In such event, the material modification must be referred back to the Commission for report and recommendation pursuant to the provisions of Subdivision (c) below. However, if the Commission previously considered and specifically rejected the proposed material modification, then such modification need not be referred back to the Commission. The Board of Supervisors may adopt any minor modification to the proposed development agreement recommended by the Commission which it determines appropriate without referring the proposal back to the Commission.

(c) **Consideration of Material Modification By the Commission.** The Commission shall hold a public hearing and render a decision on any proposed material modification forwarded to the Commission by motion of the Board within 90 days from the date of referral of the proposed modification by the Board to the Commission; provided, however, if the Commission has not acted upon and returned the proposed material modification within such 90 day period, the proposal shall be deemed disapproved by the Commission unless the Board, by resolution, extends the prescribed time within which the Commission is to render its decision.

(d) **Effect of Commission Action on Proposed Material Modification.** The Board of Supervisors shall hold public hearing to consider the Commission's action on the proposed material modification. If the Commission approves the Board's proposed material modification, the Board may adopt the modification to the agreement by majority vote. If the Commission disapproves the Board's proposed material modification, or has previously specifically rejected the proposed material modification, then the Board may adopt the material modification to the development agreement by a majority vote, unless said modification would reclassify property or would establish, abolish, or modify a setback line, in which case the modification may be adopted by the Board only by a vote of not less than of all of the members of said Board.

(e) **Consistency With General and Specific Plans.** The Board of Supervisors may not approve the development agreement unless it receives the Commission's determination that the agreement is consistent with the Master Plan, any applicable area or specific plan and the Priority Policies enumerated in City Planning Section 101.1.

(f) **Approval of Development Agreement.** If the Board of Supervisors approves the development agreement, it shall do so by the adoption of an ordinance. The Board of Supervisors may not vote on the development agreement ordinance on second reading unless the final version of the development agreement ordinance is available for public review at least two working days prior to the second reading. The development agreement shall take effect upon its execution by all parties following the effective date of the ordinance.

(Added by Ord. 372-88, App. 8/10/88; amended by Ord. 59-91, App. 2/27/91)

SEC. 56.15. AMENDMENT AND TERMINATION OF AN EXECUTED DEVELOPMENT AGREEMENT BY MUTUAL CONSENT.

(a) The development agreement may further define the extent to which changes in the project will require an amendment to the development agreement.

(b) Either the applicant/developer or the City and County may propose an amendment to, or cancellation in whole or in part of, any development agreement. Any amendment or cancellation shall be by mutual consent of the parties, except as otherwise provided in the development agreement or in Section 56.16.

(c) The procedure for proposing and adopting an amendment which constitutes (1) a material modification, (2) the termination in whole or in part of the development agreement, or (3) a minor modification which the Commission or Board has requested to review pursuant to subsection (d) below, shall be the same as the procedure for entering into an agreement in the first instance, including, but not limited to, the procedures described in Section 56.4, above.

(d) Any proposed amendment or modification to the development agreement which would constitute a minor modification shall not require a noticed public hearing before the parties may execute an amendment to the agreement. The Director may commit to a minor modification on behalf of the City if the following conditions are satisfied:

(1) The Director has reached agreement with the other party or parties to the development agreement regarding the modification;

(2) The Director has: (i) notified the Commission and the Board; (ii) caused notice of the amendment to be published in the official newspaper and included on the Commission calendar; (iii) caused notice to be mailed to the parties to a collateral agreement if specific terms or conditions of said collateral agreement were incorporated into the development agreement and said terms or conditions would be modified by said minor modification; and (iv) caused notice to be mailed to persons who request to be so notified; and

(3) No member of either the Board or Commission has requested an opportunity to review and consider the minor modification within 14 days following receipt of the Director's notice. Upon expiration of the 14-day period, in the event that neither entity requests a hearing, the decision of the Director shall be final.

(Added by Ord. 372-88, App. 8/10/88; amended by Ord. 59-91, App. 2/27/91)

SEC. 56.16. RECORDATION OF DEVELOPMENT AGREEMENTS AMENDMENT OR TERMINATION.

(a) Within 10 days after the execution of the development agreement, or any amendments thereto, the Clerk of the Board of Supervisors shall have the agreement recorded with the County Recorder.

(b) If the parties to the agreement or their successors in interest amend or terminate the agreement as provided herein, or if the Board of Supervisors terminates or modifies the agreement as provided herein for failure of the applicant/developer to comply in good faith with the terms or conditions of the agreement, the Clerk of the Board of Supervisors shall have notice of such action recorded with the County Recorder.

(Added by Ord. 372-88, App. 8/10/88; amended by Ord. 59-91, App. 2/27/91)

SEC. 56.17. PERIODIC REVIEW.

(a) **Time for and Initiation of Review.** The Director shall conduct a review in order to ascertain whether the applicant/developer has in good faith complied with the development agreement. The review process shall commence at the beginning of the second week of January following final adoption of a development agreement, and at the same time each year thereafter for as long as the agreement is in effect. The applicant/developer shall provide the Director with such information as is necessary for purposes of the compliance review.

Prior to commencing review, the Director shall provide written notification to any party to a collateral agreement which the Director is aware of pursuant to Sections 56.11(a) and (d), above. Said notice shall summarize the periodic review process, advising recipients of the opportunity to provide information regarding compliance with the development agreement. Upon request, the Director shall make reasonable attempts to consult with any party to a collateral agreement if specified terms and conditions of said agreement have been incorporated into the development agreement. Any report submitted to the Director by any party to a collateral agreement, if the terms or conditions of said collateral agreement have been

incorporated into the development agreement, shall be transmitted to the Commission and/or Board of Supervisors.

(b) **Finding of Compliance by Director.** If the Director finds on the basis of substantial evidence, that the applicant/developer has complied in good faith with the terms and conditions of the agreement, the Director shall notify the Commission and the Board of Supervisors of such determination, and shall at the same time cause notice of the determination to be published in the official newspaper and included on the Commission calendar. If no member of the Commission or the Board of Supervisors requests a public hearing to review the Director's determination within 14 days of receipt of the Director's notice, the Director's determination shall be final. In such event, the Director shall issue a certificate of compliance, which shall be in recordable form and may be recorded by the developer in the official records. The issuance of a certificate of compliance by the Director shall conclude the review for the applicable period.

(c) **Public Hearing Required.** If the Director determines on the basis of substantial evidence that the applicant/developer has not complied in good faith with the terms and conditions of the development agreement, or otherwise determines that the public interest would be served by further review, or if a member of the Commission or Board of Supervisors requests further review pursuant to Subsection (b) above, the Director shall make a report to the Commission which shall conduct a public hearing on the matter. Any such public hearing must be held no sooner than 30 days, and no later than 60 days, after the Commission has received the Director's report. The Director shall provide to the applicant/developer (1) written notice of the public hearing scheduled before the Commission at least 30 days prior to the date of the hearing, and (2) a copy of the Director's report to the Commission on the date the report is issued.

(d) **Findings Upon Public Hearing.** At the public hearing, the applicant/developer must demonstrate good faith compliance with the terms of the development agreement. The Commission shall determine upon the basis of substantial evidence whether the applicant/developer has complied in good faith with the terms of the development agreement.

(e) **Finding of Compliance by Commission.** If the Commission, after a hearing, determines on the basis of substantial evidence that the applicant/developer has complied in good faith with the terms and conditions of the agreement during the period under review, the Commission shall instruct the Director to issue a certificate of compliance, which shall be in recordable form, may be recorded by the applicant/developer in the official records, and which shall conclude the review for that period; provided that the certificate shall not be issued until after the time has run for the Board to review the determination. Such determination shall be reported to the Board of Supervisors. Notice of such determination shall be transmitted to the Clerk of the Board of Supervisors within three days following the determination. The Board may adopt a motion by majority vote to review the decision of the Planning Commission within 10 days of the date after the transmittal. A public hearing shall be held within 30 days after the date that the motion was adopted by the Board. The Board shall review all evidence and testimony presented to the Planning Commission, as well as any new evidence and testimony presented at or before the public hearing. If the Board votes to overrule the determination of the Planning Commission, and refuses to approve issuance of a certificate of compliance, the Board shall adopt written findings in support of its determination within 10 days following the date of such determination. If the Board agrees with the determination of the Planning Commission, the Board shall notify the Planning Director to issue the certificate of compliance.

(f) **Finding of Failure of Compliance.** If the Commission after a public hearing determines on the basis of substantial evidence that the applicant/developer has not complied in good faith with the terms and conditions of the agreement during the period under review, the Commission shall either (1) extend the time for compliance upon a showing of good cause; or (2) shall initiate proceedings to modify or terminate the agreement pursuant to Section 56.18.

(Added by Ord. 372-88, App. 8/10/88; amended by Ord. 59-91, App. 2/27/91; Ord. 287-96, App. 7/12/96)

SEC. 56.18. MODIFICATION OR TERMINATION.

(a) If the Commission, upon a finding pursuant to Subdivision (f) of Section 56.17, determines that modification of the agreement is appropriate or that the agreement should be terminated, the Commission shall notify the applicant/developer in writing 30 days prior to any public hearing by the Board of Supervisors on the Commission's recommendations.

(b) **Modification or Termination.** If the Commission, upon a finding pursuant to Subdivision (f) of Section 56.17, approves and recommends a modification or termination of the agreement, the Board of Supervisors shall hold a public hearing to consider and determine whether to adopt the Commission recommendation. The procedures governing Board action shall be the same as those applicable to the initial adoption of a development agreement; provided, however, that consent of the applicant/developer is not required for termination under this section.

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.19. LIMITATION ON ACTIONS.

(a) Any decision of the Board pursuant to this Chapter shall be final. Any court action or proceeding to attack, review, set aside, void or annul any final decision or determination by the Board shall be commenced within 90 days after (1) the date such decision or determination is final, or (2) when acting by ordinance, after the ordinance is signed by the Mayor, or is otherwise finally approved.

(b) Any court action or proceeding to attack, review, set aside, void or annul any final decision or determination by (1) the Director pursuant to Section 56.15(d)(iii), or (2) the Commission pursuant to Section 56.17(e) shall be commenced within 90 days after said decision is final.

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.20. FEE.

In order to defray the cost to the City and County of San Francisco of preparing, adopting, and amending a development agreement, a fee shall be charged and collected in accord with the procedures described below:

(a) **Cost Estimate and Application Report.** The reasonable costs to the various departments of the City and County of San Francisco including, but not limited to, the Planning Department, the Department of Public Works, the Mayor's Office of Housing, the Real Estate Department and the City Attorney's Office for staff time, necessary consultant services and associated costs of materials and administration will vary according to the size and complexity of the project. Accordingly, upon receipt of an application for a development agreement, the Planning Department, after consultation with the applicant/developer, any other parties identified in the application as parties to the proposed development agreement, and the affected City and County departments, shall prepare an estimated budget of the reasonable costs to be incurred by the City and County (1) in the preparation and adoption of the proposed development agreement, and (2) in the preparation of related documents where the costs incurred are not fully funded through other City fees or funds; provided, however, that if the projected time schedule exceeds one year, then the estimated budget shall be prepared for the initial 12-month period only, and the estimated budgets for any subsequent 12-month time periods shall be prepared prior to the end of the prior 12-month period.

The Director shall also prepare a report for the Commission and Board describing the application, the anticipated public benefits listed in the application pursuant to Section 56.4(b), and the projected time schedule for development agreement negotiations.

(b) **Commission and Board of Supervisors Consideration.** The Commission shall recommend to the Board of Supervisors that a fee be imposed of a specified amount after reviewing the cost estimate prepared by the Director and conducting a public hearing pursuant to Section 56.4(c). If the Board of Supervisors approves the fee amount by resolution, the fee shall be paid within 30 days after the effective date of the resolution. The fee shall be paid in a single installment or, at the discretion of the Director, in four equal

installments, payable periodically over the estimated time frame for which the estimated budget has been prepared, with the first installment due within 30 days after the effective date of the fee resolution.

(c) **Deposit.** The applicant/developer may prepay up to 50 percent of the amount of the fee (as calculated in the Director's estimated budget) into a Development Agreement Fund established for that purpose to enable the affected City Departments and agencies to begin work on the application. Such funds shall be deemed appropriated for the purposes identified in the cost estimate, and shall be credited against the final fee amount specified in the fee resolution if such resolution is ultimately adopted by the Board of Supervisors. If the Board fails to adopt such fee resolution, then the Controller shall return any prepaid funds remaining unexpended or unobligated to the applicant/developer. If the Board approves a fee amount which is less than the amount which the applicant/developer prepaid, then the Controller shall return that portion of the difference between the fee amount and the prepaid funds which remains unexpended or unobligated to the applicant/developer.

(d) **Development Agreement Fund.** There is hereby created a Development Agreement Fund wherein all funds received under the provisions of this section shall be deposited. All expenditures from the Fund shall be for purposes of reviewing the application for, or proposed material modification to, a development agreement and preparing the documents necessary to the approval of the development agreement, or a material modification thereto. Up to 50 percent of the annual cost estimate is hereby deemed appropriated for such purposes if the applicant/developer chooses to prepay such amount pursuant to Subsection (c) above. All other funds are subject to the budget and fiscal powers of the Board of Supervisors. Interest earned on such amounts deposited in said Fund shall accrue to the Fund for the purposes set forth herein. Upon the execution of a development agreement, or withdrawal by an applicant/developer of its application, any unexpended or unobligated portion of the fee paid by the applicant/developer shall be returned to the applicant/developer.

(e) **Waiver for Affordable Housing.** The Board of Supervisors may, by resolution, waive all or a portion of the fee required pursuant to this section for affordable housing developments, as that term is defined in Section 56.3, only if it finds that such waiver is necessary to achieve such affordable housing development.

(f) **Other Fees.** Payment of fees charged under this section does not waive the fee requirements of other ordinances. The fee provisions set forth herein are not intended to address fees or funding for parties to collateral agreements.

(g) **Not Applicable to Rental Housing With On-Site Affordable Housing Units.** The hearings and fee required pursuant to this section shall not apply to development agreements entered into with project sponsors of rental housing developments with on-site affordable housing units as that term is defined in Section 56.3(j) if the provision of on-site affordable housing units is the primary purpose of the Development Agreement.

(Added by Ord. 372-88, App. 8/10/88; Ord. 312, File No. 100046, App. 12/23/2010)

Exhibit S
Form of Grant Deed

EXHIBIT S

Form of Grant Deed

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: Real Estate Division City and County of San Francisco 25 Van Ness Avenue, Suite 400 San Francisco, California 94102 Attn: Director of Property	
APN(s): [_____]	SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

The undersigned Grantor declares:

This instrument is exempt from Recording Fees (CA Govt. Code § 27383) and Documentary Transfer Tax (CA Rev. & Tax Code § 11922 and S.F. Bus. & Tax Reg. Code § 1105)

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, [NAME OF DEVELOPER], a [_____] ("**Grantor**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the real property located in the City and County of San Francisco, State of California, described on Exhibit A attached hereto and made a part hereof (the "**Land**"), together with any and all buildings, improvements and fixtures located thereon and any and all rights, privileges and easements appurtenant to the Land, including any and all minerals, oil, gas and other hydrocarbon substances on or under the Land, any and all development rights, air rights, water, water rights, riparian rights and water stock appurtenant to the Land, any and all easements, rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the Land as described in Exhibit A (collectively, the "**Property**")[, excepting from the Land and the Property:

A. INSERT RESERVED EASEMENTS CONSISTENT WITH DDA, E.G. TELECOMMUNICATIONS OR OTHER FACILITIES.]

The Property is conveyed subject to:

1. General and special real property taxes and assessments and supplemental assessments, if any, and proceedings or notices by a public agency that may result in taxes or assessments;
2. any encroachments, encumbrance, violation, variation, facts, rights, interests, or claims that are not of record but that could be ascertained by an inspection of the Property or disclosed by an accurate and complete survey of the Property, or that may be asserted by any persons in possession of the Property; and
3. all other covenants, conditions, restrictions, reservations, rights, rights-of-way, dedications, offers of dedication and easements of record or apparent.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Grant Deed has been executed by Grantor and is effective as of [_____, 20__].

GRANTOR:

[_____],
a [_____]

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On_____, 20 __ before me, _____
(insert name and title of the officer)
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

EXHIBIT A

LEGAL DESCRIPTION

[To be inserted.]

CERTIFICATE OF ACCEPTANCE

This is to certify that the Property as defined in and conveyed by the Grant Deed from [NAME OF DEVELOPER], a [_____], to the City and County of San Francisco, a municipal corporation ("**Grantee**"), dated as of [_____ __, 20__] (the "**Grant Deed**"), is hereby accepted by Grantee by order of its Board of Supervisors' Resolution No. 18110, adopted on August 5, 1957 and approved by the Mayor on August 10, 1957, and Grantee hereby consents to recordation of the Grant Deed.

Dated: _____

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Name: _____
Title: Director of Property

Exhibit T
Form of Quitclaim Deed

EXHIBIT T

FORM OF QUITCLAIM DEED

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

[DEVELOPER:

_____
_____
_____
Attn: _____]

MAIL TAX STATEMENTS TO:

[DEVELOPER DESIGNEE:

_____
_____
_____
Attn: _____]

APN(s): [_____]

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

The undersigned City declares:

This instrument is exempt from Recording Fees (CA Govt. Code § 27383) and Documentary Transfer Tax (CA Rev. & Tax Code § 11911) since the consideration for this instrument is less than $100.00

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "**City**"), pursuant to [Ordinance No. _____, adopted by its Board of Supervisors on _____, 20__ and approved by the Mayor on _____, 20__], hereby RELEASES, REMISES AND QUITCLAIMS to [NAME OF DEVELOPER], a [_____], any and all right, title and interest the City may have in and to the real property located in the City and County of San Francisco, State of California, described on Exhibit A attached hereto and made a part hereof.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Quitclaim Deed has been executed by the City and is effective as of [_____, 20__].

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Name: _____
Title: Director of Property

Board of Supervisors Ordinance No. _____

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: _____
Name: _____
Title: Deputy City Attorney

[If required: DESCRIPTION
CHECKED/APPROVED:

By: _____
Name: _____
Title: City Engineer]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On_____, 20 __ before me, _____
(insert name and title of the officer)
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

EXHIBIT A

LEGAL DESCRIPTION

[To be inserted.]

Exhibit U
Form of Notice of Termination

EXHIBIT U

Form of Notice of Termination

This instrument is exempt from Recording Fees (CA Govt. Code § 27383) **RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO**: [DEVELOPER: _____ _____ _____ Attn: _____]	

APN(s): [_____] SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

NOTICE OF TERMINATION

This NOTICE OF TERMINATION (this "**Notice of Termination**") is made and entered into as of [INSERT DATE THAT TERMINATION OCCURRED] _____ __, 20__ (the "**Effective Date**") by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "**City**"), acting by and through its Planning Department, and [NAME OF DEVELOPER], a [_____] ("**Developer**").

RECITALS

A. Reference is hereby made to that certain Development Agreement between the City and Developer, dated as of _____ __, 2019 and recorded in the Official Records on _____ __, 2019 as Document No. _____ [DESCRIBE ANY AMENDMENTS] (collectively, the "**Agreement**"). All initially capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Agreement.

B. As of the Effective Date, the Agreement terminated in accordance with its terms [in its entirety] [with respect to the portion of the Project Site described on Exhibit A attached hereto (the "**Property**")].

C. Pursuant to section 7.1 of the Agreement, the City and Developer desire to memorialize in the Official Records that as of the Effective Date the Agreement terminated in accordance with its terms [in its entirety] [with respect to the Property].

NOW, THEREFORE, the City and Developer do hereby acknowledge and agree that as of the Effective Date the Agreement terminated in accordance with its terms [in its entirety] [with respect to the Property]. Except as expressly provided herein, nothing contained in this Notice of

Termination shall modify the Agreement, including any provisions that survive termination of the Agreement. This Notice of Termination may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Notice of Termination has been executed by the City and Developer as of the Effective Date.

DEVELOPER:

[_____],
a [_____]

By: _____
Name: _____
Title: _____

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: _____
Name: _____
Title: Deputy City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On_____, 20 __ before me, _____
(insert name and title of the officer)
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On_____, 20 __ before me, _____
(insert name and title of the officer)
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

EXHIBIT A

PROPERTY

[To be provided if applicable]

Exhibit V
Form of Notice of Completion

EXHIBIT V

Form of Notice of Completion

This instrument is exempt from Recording Fees (CA Govt. Code § 27383) **RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO**: [DEVELOPER: _____ _____ _____ Attn: _____]	

APN(s): [_____] SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

NOTICE OF COMPLETION

This NOTICE OF COMPLETION (this "**Notice of Completion**") is given as of [INSERT DATE THAT COMPLETION DEEMED TO HAVE OCCURRED] _____ __, 20__ (the "**Effective Date**") by the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "**City**"), acting by and through its Planning Department.

RECITALS

A. Reference is hereby made to that certain Development Agreement between the City and [NAME OF DEVELOPER], a [_____] ("**Developer**"), dated as of _____ __, 2019 and recorded in the Official Records on _____ __, 2019 as Document No. _____ [DESCRIBE ANY AMENDMENTS] (collectively, the "**Agreement**"). All initially capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Agreement.

B. As of the Effective Date, [the Development Phase(s) described on Exhibit A attached hereto (collectively, the "**Completed Phases**")] [the Buildings, Infrastructure, Parks and Open Spaces, Privately-Owned Community Improvements and/or Public Improvements described on Exhibit A attached hereto (collectively, the "**Completed Improvements**")] and all of the Associated Community Benefits tied thereto have been Completed in accordance with the Agreement.

C. Pursuant to section 7.1 of the Agreement, Developer has requested that the City execute, deliver and record in the Official Records this Notice of Completion, and the City desires to fulfill its obligation under the Agreement to do so.

NOW, THEREFORE, the City does hereby acknowledge and agree that as of the Effective Date the Completed [Phases] [Improvements] and all of the Associated Community Benefits tied thereto have been Completed in accordance with the Agreement. All Persons with an interest in the Completed [Phases] [Improvements] or the underlying real property have the right to rely on this Notice of Completion.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Notice of Completion has been executed by the City as of the Effective Date.

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: _____
Name: _____
Title: Deputy City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On_____, 20 __ before me, _____
(insert name and title of the officer)
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

EXHIBIT A

COMPLETED [PHASES] [IMPROVEMENTS]

Exhibit W
Form of Permit to Enter

EXHIBIT W

Form of Permit to Enter

PERMIT TO ENTER

This PERMIT TO ENTER (this "**Permit**") is made and entered into as of _____ __, 20__ (the "**Effective Date**") by and between **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (the "**City**"), and _____, a _____ ("**Permittee**"). The City and Permittee are also sometimes referred to individually as a "**Party**" and together as the "**Parties**".

RECITALS

A. The City and Permittee are party to that certain Development Agreement, dated as of _____ __, 2019 and recorded in the Official Records on _____ __, 2019 as Document No. _____ [DESCRIBE ANY AMENDMENTS] (collectively and as may be further amended from time to time, the "**Development Agreement**"). All initially capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Development Agreement.

B. Pursuant to section 7.3 of the Development Agreement, the City is required to grant to Developer permits to enter City-owned property, as more particularly described therein.

C. Permittee is "Developer" under the Development Agreement with respect to the Project Site or a portion thereof.

D. The City owns real property located at _____ in San Francisco, California, as more particularly described on Exhibit A attached hereto (the "**Permit Area**"), and Permittee desires to enter the Permit Area in order to undertake activities associated with the development of the Project.

E. In accordance with the terms of the Development Agreement, the City and Permittee desire to enter into this Permit in order for the City to grant to Permittee a non-exclusive permit to enter upon the Permit Area upon the terms, covenants, and conditions in this Permit.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Permittee hereby agree as follows:

1. Permit Area: The City hereby grants to Permittee and its representatives, agents, contractors, consultants, subcontractors, affiliates, joint venture partners and their respective agents and employees (collectively, its "**Representatives**") a non-exclusive

permit to enter upon the Permit Area to undertake the Interim Use (as defined below). This Permit is non-exclusive and is subject to the rights of ingress and egress by the City and other Persons that are authorized to access portions of the Permit Area.

2. Interim Use: The Permittee and its Representatives may use the Permit Area to _____ *[describe permitted activities]* (collectively, the "**Interim Use**"), together with any and all additional uses as may be reasonably necessary or desirable for the development of the Project and are approved in writing by City, which such uses shall also be deemed an Interim Use hereunder. No uses other than the Interim Use are authorized by this Permit.

3. Time of Entry: Entry under this Permit may commence on _____ __, 20__ at 8:00 a.m. This Permit and Permittee's rights under this Permit shall terminate on _____ __, 20__ at 5:00 p.m., unless earlier terminated in accordance with this Permit or extended by the written approval of the [Director of Property/General Manager [**NB: as applicable per City Agency with jurisdiction over subject land]**]. Permittee may terminate this Permit upon notice thereof to the City for any reason or for no reason. This Permit shall terminate automatically upon the termination of the Development Agreement in its entirety or with respect to Permittee. During the term of this Permit, the City shall not grant to any Person any rights to access or use any portion of the Permit Area to the extent that such access or use could materially and adversely affect the development of the Project, without the approval of Permittee, unless required by Law.

4. Indemnification:

a. General Indemnification: Pursuant to section 4.7 of the Development Agreement, Permittee has agreed to Indemnify the City and the other City Parties against certain Losses. Such Indemnifications shall extend and apply to all Losses arising out of or resulting from the acts or omissions of Permittee and its Representatives in entering upon or performing activities upon the Permit Area under this Permit, subject to the terms and conditions of such Indemnifications set forth in the Development Agreement. For purposes of the foregoing, all Representatives shall be deemed to be Persons for whom Permittee is responsible under this Section 4(a) (as contemplated by section 4.7 of the Development Agreement). Permittee may seek separate Indemnification from any Representative, as it deems necessary; however, the existence or absence of any such Indemnification shall not affect or limit Permittee's Indemnification of the City Parties as set forth above. All Indemnifications herein shall survive the completion or other termination of this Permit, subject to the terms and conditions therefor set forth in the Development Agreement. The Indemnities herein shall in no way be limited by the insurance requirements contained in this Permit, or in any other document or agreement between the Parties. The Indemnities herein shall not limit or replace any applicable Indemnification under any other agreement between the Parties.

b. No Mechanics' Liens: Permittee shall not permit any mechanics' or other liens to be levied against the Permit Area for any labor or

material furnished to Permittee or claimed to have been furnished to Permittee or to its Representatives in connection with the Interim Use. If any claim of lien is filed against the Permit Area or a stop notice is served on any person in connection with the Permitted Use, then Permittee shall, within thirty (30) days after such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice, deliver to the City a surety bond in sufficient form and amount, or provide the City with other assurance satisfactory to the City, that the claim of lien or stop notice will be paid or discharged and diligently prosecute such payment or discharge to completion so as to have the lien released.

5. Hazardous Material Acknowledgement and Indemnification:

a. Hazardous Material Acknowledgement: Permittee recognizes that, in entering upon the Permit Area and performing the Interim Use under this Permit, its Representatives may be working with or be exposed to substances or conditions that are toxic or otherwise hazardous. Permittee acknowledges that the City is relying on the Permittee to identify and evaluate the potential risks involved and to take all appropriate precautions to avoid risks to its Representatives. Permittee agrees that it is assuming full responsibility for ascertaining the existence of all risks, evaluating their significance, implementing appropriate safety precautions for its Representatives and making the decision on how (and whether) to enter upon the Permit Area and carry out the Interim Use, with due regard to the risks and appropriate safety precautions.

b. Proper Disposal of Hazardous Materials: Permittee assumes sole responsibility for managing, removing, and properly disposing of any waste produced during or in connection with Permittee's entry and/or Interim Use of the Permit Area, including preparing and executing any manifest or other documentation required for or associated with the removal, transportation, and disposal of hazardous substances to the extent required in connection with the Permittee's activities.

c. Toxics Indemnification: Permittee shall Indemnify the City and the other City Parties from and against any and all Losses arising or resulting directly or indirectly from any third party claim against any City Party arising from any release or threatened release of a hazardous substance, pollutant, or contaminant, or any condition of pollution or contamination, or nuisance in the Permit Area or in ground or surface waters associated with and in the vicinity of the Permit Area to the extent that the release or threatened release, or condition is directly created or aggravated by the Interim Use undertaken by Permittee under this Permit or by any breach of or failure to duly perform or observe any term, covenant, or agreement in this Permit to be performed or observed by the Permittee, including any violation of any Environmental Law (as defined in Section 6(e) below); provided, however, that Permittee shall have no liability for, nor any obligation to Indemnify any Person from or against any Losses (i) to the extent void or otherwise unenforceable

under Law or such Loss is caused, contributed to or exacerbated by the negligence or willful misconduct of any of the City Parties, breach of this Permit or the Development Agreement by the City or breach of any agreement in connection herewith by any of the City Parties, or (ii) resulting from the mere discovery or disclosure of any pre-existing condition on or in the vicinity of the Permit Area; and provided further that Permittee shall be held to a standard of care no higher than the standard of care applicable to environmental and geotechnical professionals in San Francisco.

d. Hazardous Substances: For purposes of this Permit, the term "**Hazardous Substance**" has the meaning set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U. S. C. Section 9601(14), and also includes petroleum, (including crude oil or any fraction thereof), asbestos, asbestos-containing materials, polychlorinated biphenyls ("**PCBs**" or "**PCB**"), PCB-containing materials, all hazardous substances identified at California Health & Safety Code Sections 25316 and 25281(h), all chemicals listed under California Health & Safety Code Section 25249.8, and any substance deemed a hazardous substance, hazardous material, hazardous waste, pollutant, or contaminant under applicable state or local law.

e. Environmental Laws: For purposes of this Permit, the term "**Environmental Laws**" includes all federal, state, and local laws, regulations, ordinances, and judicial and administrative directives, orders and decrees dealing with or pertaining to solid or hazardous waste, wastewater discharges, drinking water, air emissions, Hazardous Substance releases or reporting requirements, Hazardous Substance use or storage, and employee and community right-to-know requirements, related to the Interim Use.

f. Release: For purposes of this Permit, the term "**Release**" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Substance or pollutant or contaminant).

g. Soils Investigation: If the Interim Use includes any soils investigations, then Permittee agrees as follows:

(i) If any soils investigation permitted under this Permit involves drilling holes with a diameter that could create a safety hazard for persons, the holes during any drilling operations must be carefully safeguarded and be refilled on the completion of the drilling operations (and compacted to the extent necessary) to the level of the original surface penetrated by the drilling.

(ii) The City has no responsibility or liability of any kind or character with respect to any utilities that may be located in or on the Permit Area. Permittee has the sole

responsibility to locate the same and to protect them from damage. Permittee shall be solely responsible for any damage to utilities or damage resulting from any damaged utilities. Before the start of the Interim Use, the Permittee is advised to contact Underground Services Alert for assistance in locating existing utilities at (800) 642-2444. Any utility conduit or pipe encountered in excavations not identified by Underground Services Alert must be brought to the attention of the City immediately.

(iii) All soils test data and resulting reports obtained from these activities must be provided to the City upon request and the City may use the data for whatever purposes it deems appropriate, including making it available to other Persons for use in connection with any development; provided, however, that such data and reports shall be provided on an "AS IS" condition and basis "WITH ALL FAULTS", without representation, warranty or liability to the City or any other Person. The data, reports, and City use shall be without any charge to the City.

(iv) Any hole drilled, if not refilled and compacted at the end of each day's operation, and the drilling work area and any equipment left on the Permit Area must be carefully safeguarded and secured after the completion of each day's work.

6. Insurance: Permittee shall procure and maintain coverage for the term of this Permit, including any extensions, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of Interim Use by the Permittee or its Representatives. The cost of the insurance shall be borne by the Permittee.

a. Required Coverages: Permittee shall procure and maintain throughout the term of this Permit and pay the cost thereof the following insurance:

(i) If Permittee has employees, Worker's Compensation Insurance in statutory amounts, with Employers' Liability Coverage with limits of not less than $1,000,000 for each accident and occurrence; and

(ii) Comprehensive or Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverage for Contractual Liability, Host Liquor Liability, Personal Injury, Advertising Liability, Independent Contractors, Explosion, Collapse and Underground (XCU), Broad Form Property Damage; and

(iii) Comprehensive or Business Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverage for owned, non-owned and hired automobiles, if applicable, which insurance is required if any automobiles or any other motor vehicles are operated in connection with Permittee's activity on, in, and around the Permit Area; and

(iv) Any other insurance as required by Law.

b. Claims Made Policy: If any of the required insurance is provided under a claims-made form, Permittee shall maintain that coverage

continuously throughout the term of this Permit and, without lapse, for two (2) years beyond the expiration of this Permit, to the effect that, if occurrences during the term of this Permit give rise to claims made after expiration of this Permit, then those claims shall be covered by the claims-made policies.

c. Annual Aggregate Limit: If any of the required insurance is provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in the annual aggregate limit, the annual aggregate limit must be not less than double the occurrence limits specified above.

d. Additional Insureds: Liability policies must be endorsed to name as additional insureds the "City and County of San Francisco, and its officers, directors, employees, and agents" (Insurance Certificate with Endorsement for the additional insureds).

e. Payment of Premiums: Permittee shall pay all the premiums for maintaining all required insurance.

f. Waiver of Subrogation Rights: Notwithstanding anything to the contrary contained herein, City and Permittee (each a "**Waiving Party**") each hereby waives any right of recovery against the other Party for any loss or damage sustained by the other Party with respect to the Permit Area or any portion of it or the contents of the Permit Area or any operation in or on the Permit Area, whether or not the loss is caused by the fault or negligence of the other Party, to the extent the loss or damage is covered by insurance required to be purchased by the Waiving Party under this Permit or is actually covered by insurance obtained by the Waiving Party. Each Waiving Party agrees to cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies relating to the Permit Area; provided, the failure to obtain an endorsement shall not affect the above waiver.

g. General Insurance Matters:

(i) All insurance policies must be endorsed to provide thirty (30) days' prior written notice of cancellation, non-renewal, or reduction in coverage or limits to the City, or Permittee shall provide notice to City in lieu of the policy provisions.

(ii) All insurance policies shall be endorsed to provide that the insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and that insurance applies separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

(iii) Before commencement of activities under this Permit, certificates of insurance and brokers' endorsements, in form and with insurers acceptable to the City, must be furnished to the City, along with complete copies of policies if requested by the City.

(iv) All insurance policies required to be maintained by Permittee must be by an insurance company or companies reasonably acceptable to the City with an AM Best rating of not less than A-VII and approved to do business in the State of California.

h. No Limitation on Indemnities: Permittee's compliance with the provisions of this Section 6 shall in no way relieve or decrease Permittee's indemnification obligations under this Permit, the Development Agreement or other agreement, or any of Permittee's other obligations or liabilities under this Permit.

i. Lapse of Insurance: City may elect in the City's sole and absolute discretion to terminate this Permit by written notice thereof to Permittee during the lapse of any required insurance coverage, provided that the City has first delivered to Permittee written notice of such lapse and Permittee fails to cure such lapse within thirty (30) days after receiving such notice.

j. Permittee's Personal Property: Permittee is responsible, at its expense, for separately insuring Permittee's personal property.

k. Subpermittee: Permittee must include all Subpermittees (as defined below) as insureds under its policies or require each Subpermittee to furnish separate insurance certificates and endorsements. All coverages for Subpermittees shall be subject to all the requirements of this Permit.

7. "As Is", Maintenance, Restoration, Vacating: Permittee accepts the Permit Area "**AS IS**", and Permittee's entry on the Permit Area is Permittee's acknowledgment that all dangerous places and defects in the Permit Area are accepted by it. Permittee shall use commercially reasonable efforts not to cause the Permit Area to be unsafe, unsightly, or unsanitary, except to the extent reasonably necessary in connection with the Interim Use. Upon the expiration or earlier termination of this Permit, Permittee shall vacate the Permit Area and remove all personal property brought to the Permit Area by Permittee and restore the Permit Area to substantially the condition as of the Effective Date or better, provided that Permittee shall have no obligation to remove or restore any improvements made by Permittee under this Permit, if any. The City shall have the right without notice to Permittee to dispose of any property left on the Permit Area after Permittee has vacated the Permit Area. By this Permit, the City makes no representations or warranties, express or implied, with respect to the environmental condition of the Permit Area or the surrounding property (including all facilities, improvements, structures, equipment, soil and groundwater) or compliance with any Environmental Laws, and gives no Indemnification, express or implied, under this Permit for any costs or liabilities arising out of or related to the presence, discharge, migration, or Release or threatened Release of Hazardous Substance in or from the Permit Area.

8. Compliance With Laws: All activities and operations of the Permittee and/or its Representatives under this Permit must be in full compliance with all applicable Laws and any applicable Mitigation Measures. For the avoidance of doubt, the laws of the City applicable under this Permit shall be the Existing Standards, as the same may be

amended or updated in accordance with permitted New City Laws as set forth in section 5.6 of the Development Agreement.

9. Security of Permit Area: There is an existing fence with gates around the Permit Area:
Yes ☐ No ☐

If "Yes" is checked above, Permittee shall repair any damage caused by Permittee or as a result of the Interim Use. Permittee may relocate the fence as needed, provided that, unless otherwise approved by the City, the fence is restored to its original condition upon termination of this Permit. If "No" is checked above, Permittee may install a fence, and shall install a fence if required under Section 15 below, around construction sites without adversely impacting appropriate ingress and egress by other Persons with the right to do so. The City must approve the location of any new or relocated fence. Permittee shall be responsible for removing the fence when no longer needed and repairing any damage caused by the removal.

10. Early Termination: An "**Event of Default**" shall be deemed to have occurred if a Party (the "**Defaulting Party**") violates any of this Permit's terms, covenants, or conditions and the Defaulting Party fails to cure the violation with thirty (30) days (or twenty-four (24) hours if the total time of permitted entry under Section 3 is four (4) days or less) after written notice of such violation from the non-Defaulting Party, provided that if more than thirty (30) days or twenty-four (24) hours, as applicable, are reasonably required for such cure, then no such Event of Default shall be deemed to have occurred if the Defaulting Party commences such cure within such thirty (30) day or twenty-four (24) hour period, as applicable, and diligently prosecutes such cure to completion. Upon the occurrence and during the continuance of an Event of Default, the non-Defaulting Party may take whatever action at law or in equity as may be reasonably necessary to enforce this Permit, including terminating this Permit by delivery of notice thereof to the Defaulting Party or commencing an action against the Defaulting Party for damages or for specific performance or injunctive relief. The remedies available to the non-Defaulting Party shall be cumulative, and no remedy expressly provided for in this Section 10 shall be deemed to exclude any other remedy available at law or in equity.

11. Entry under Permittee Authority: Permittee assumes all responsibility for the safety of all persons and property and equipment that enter upon or are placed in the Permit Area by Permittee or its Representatives under this Permit. Permittee may grant a subpermit (each, a "**Subpermit**") to enter the Permit Area or any portion thereof to any of its Representatives (each, a "**Subpermittee**"). Any Subpermit shall be subject to the terms and conditions of this Permit.

12. Assignment: Neither Party may assign this Permit without the approval of the other Party. Notwithstanding the foregoing, to the extent that Permittee assigns to any Person its interests as Developer under the Development Agreement with respect to the Permit Area or any portion of the Project that is tied to the Interim Use, Permittee shall (without the requirement of any approval hereunder) contemporaneously assign this Permit to such Person with respect to such portion of the Project, except as may be otherwise approved by the City and Permittee. Upon any permitted assignment of this Permit, the

assigning Party shall be released of its obligations hereunder as to the applicable portion of the Permit Area.

13. Miscellaneous Provisions:

a. Governing Law: This Permit is governed by and interpreted under the laws of the State of California, without regard to its principles of conflicts of law.

b. Attorneys' Fees: Should legal action be brought by Developer or the City against the other for an Event of Default under this Permit or to enforce any provision herein, the prevailing Party in such action shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing Party. For purposes of this Permit, "**reasonable attorneys' fees and costs**" means the reasonable fees and expenses of counsel to the applicable Party, which may include printing, duplicating and other expenses, air freight charges, hiring of experts and consultants and fees billed for law clerks, paralegals, librarians and others not admitted to the bar but performing services under the supervision of an attorney, and shall include all such reasonable fees and expenses incurred with respect to appeals, mediation, arbitrations and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees and costs were incurred. For the purposes of this Section 13(b), the reasonable fees of attorneys of the City Attorney's Office shall be the lowest rates regularly charged by the City Attorney's Office to similarly situated third-party developers (which shall in no event exceed comparable rates charged by private law firms in the City with approximately the same number of attorneys as employed by the City Attorney's Office).

c. Severability: If any term, provision, covenant or condition of this Permit is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Permit shall continue in full force and effect, except to the extent that enforcement of the remaining provisions of this Permit would be unreasonable or grossly inequitable under all the circumstances or would frustrate the fundamental purpose of this Permit or the Development Agreement.

d. Entire Agreement: This Permit, including the preamble, Recitals and Exhibits, and the agreements between the City and Permittee specifically referenced in this Permit, including the Development Agreement, constitute the entire agreement between the City and Permittee with respect to the subject matter contained herein. Prior drafts of this Permit and changes from those drafts to the executed version of this Permit shall not be introduced as evidence in any litigation or other dispute resolution proceeding by the City, Permittee or any other Person, and no court or other body shall consider such drafts or changes in interpreting this Permit.

e. No Waiver: The waiver or failure to enforce any provision of this Permit shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

f. Construction of Permit. The City and Permittee have mutually negotiated the terms and conditions of this Permit, which have been reviewed and revised by legal counsel for each of the City and Permittee. Accordingly, no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Permit. Wherever in this Permit the context requires, references to the masculine shall be deemed to include the feminine and the neuter and vice-versa, and references to the singular shall be deemed to include the plural and vice versa. Unless otherwise specified, whenever in this Permit, including its Exhibits, reference is made to any Recital, Article, Section, Exhibit, Schedule or defined term, the reference shall be deemed to refer to the Recital, Article, Section, Exhibit, Schedule or defined term of this Permit. Any reference in this Permit to a Recital, an Article or a Section includes all subsections and subparagraphs of that Recital, Article or Section. Section and other headings and the names of defined terms in this Permit are for the purpose of convenience of reference only and are not intended to, nor shall they, modify or be used to interpret the provisions of this Permit. Except as otherwise explicitly provided herein, the use in this Permit of the words "including", "such as" or words of similar import when accompanying any general term, statement or matter shall not be construed to limit such term, statement or matter to such specific terms, statements or matters. In the event of a conflict between the Recitals and the remaining provisions of this Permit, the remaining provisions shall prevail. Words such as "herein", "hereinafter", "hereof", "hereby" and "hereunder" and the words of like import refer to this Permit, unless the context requires otherwise. Unless the context otherwise specifically provides, the term "or" shall not be exclusive and means "or, and, or both".

g. Approvals and Consents: As used herein, the words "approve", "consent" and words of similar import and any variations thereof refer to the prior written consent of the applicable Party or other Person. Whenever any approval or consent is required or permitted to be given by a Party hereunder, it shall not be unreasonably withheld, conditioned or delayed unless the approval or consent is explicitly stated in this Permit to be within the "sole discretion" (or words of similar import) of such Party. The reasons for failing to grant approval or consent, or for giving a conditional or limited approval or consent, shall be stated in reasonable detail in writing. Approval or consent by a Party to or of any act or request by the other Party shall not be deemed to waive or render unnecessary approval or consent to or of any similar or subsequent acts or requests.

h. No Joint Venture or Partnership: Nothing contained in this Permit, or in any document executed in connection with this Permit, shall be construed as creating a joint venture or partnership between the City and Permittee. Neither Party is acting as the agent of the other Party in any respect hereunder.

Permittee is not a state or governmental actor with respect to any activity conducted by Permittee hereunder.

i. Time: Time is of the essence with respect to each provision of this Permit in which time is a factor. References in this Permit to time shall be to the local time in San Francisco, California on the applicable day. References in this Permit to days, months and quarters shall be to calendar days, months and quarters, respectively, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice, meet a deadline or to undertake any other action occurs on a day that is not a Business Day, then the last day for giving the notice, replying to the notice, meeting the deadline or undertake the action shall be the next succeeding Business Day, or if such requirement is to give notice before a certain date, then the last day shall be the next succeeding Business Day. Where a date for performance is referred to as a month without reference to a specific day in such month, or a year without reference to a specific month in such year, then such date shall be deemed to be the last Business Day in such month or year, as applicable.

j. Extensions of Time: Either Party may extend the time for the performance of any term, covenant or condition of this Permit by the other Party, or permit the curing of any related default by such other Party, upon such terms and conditions as it determines appropriate, in each case by a written instrument signed by authorized representative(s) of such extending Party.

k. Signature in Counterparts: This Permit may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

l. Notices: Whenever any notice or any other communication is required or permitted to be given under any provision of this Permit, such notice or other communication shall be given in accordance with and governed by section 14.10 of the Development Agreement to the address(es) (or email address(es)) of the Party to whom such notice is to be given as set forth below or at such other address(es) (or email address(es)) of which such Party shall have given notice to the other Party as provided in this Section 13(l):

If to the City: _____
_____
_____
_____

If to Permittee: _____
_____
_____
_____

m. Limited Damages. The Parties have determined that (i) monetary damages are generally inappropriate, (ii) it would be extremely difficult and impractical to fix or determine the actual damages suffered by a Party as a result of a default hereunder and (iii) equitable remedies and remedies at law, not including damages but including specific performance and termination, are particularly appropriate remedies for enforcement of this Permit. Consequently, Permittee agrees that the City shall not be liable to Permittee for damages under this Permit, and the City agrees that Permittee shall not be liable to the City for damages under this Permit, and each covenants not to sue the other for or claim any damages under this Permit and expressly waives its right to recover damages under this Permit, except that each Party shall have the right to recover reasonable attorneys' fees and costs as set forth in Section 13(b).

14. Special Provisions:

a. MacBride Principles — Northern Ireland. The City urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in Administrative Code Section 12F.1 *et seq.* The City also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Permittee acknowledges that it has read and understands the above statement of the City concerning doing business in Northern Ireland.

b. Non-Discrimination.

(i) Covenant Not to Discriminate. In the performance of this Permit, Permittee agrees not to discriminate against any employee, City employee working with Permittee's contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

(ii) Contracts. Permittee shall include in all Subpermits and other contracts with its contractors for performance of the Interim Use on the Permit Area a non-discrimination clause applicable to the Subpermittee or contractor in substantially the form of Section 14(b)(i) above. In addition, Permittee shall incorporate by reference in all such Subpermits and contracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the Administrative Code and require all such Subpermittees and contractors to comply with those provisions, in each case to the extent appliable. Permittee's failure to comply with the obligations in this Section 14(b)(ii) shall constitute a material breach of this Permit.

(iii) Non-Discrimination in Benefits. Permittee does not as of the Effective Date and shall not during the term of this Permit, in any of its operations in San Francisco or where work is being performed for the City elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits, travel benefits, or any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees, in each case where the domestic partnership has been registered with a governmental entity under state or local law authorizing that registration, subject to the conditions set forth in Section 12B.2(b) of the Administrative Code.

(iv) Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the Administrative Code relating to non-discrimination by parties contracting for the use of City property are incorporated in this Section 14(b)(iv) by reference and made a part of this Permit as though fully set forth herein. Permittee shall comply fully with and be bound by all of the provisions that apply to this Permit under those Chapters of the Administrative Code, including the remedies provided in those Chapters. Without limiting the foregoing, Permittee understands that Section 12B.2(h) of the Administrative Code includes a penalty of Fifty Dollars ($50) for each person for each calendar day during which the person was discriminated against in violation of the provisions of this Permit, and Permittee may be assessed that penalty and/or the City may deduct the penalty from any payments due Permittee.

c. Tropical Hardwoods and Virgin Redwood. The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code.

d. No Tobacco Advertising. Permittee acknowledges that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the City, including the Permit Area. This prohibition includes the placement of the name of a company producing, selling, or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local, or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

e. Conflicts of Interest. Through its execution of this Permit, Permittee acknowledges that it is familiar with the provisions of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 *et seq.* and Section 1090 *et seq.* of the California Government Code, and certifies that it does not know of any facts that constitute a violation of such provisions and agrees that it shall promptly thereafter notify the City if it becomes aware of any such fact during the term of this Permit.

f. Food Service Waste Reduction. Permittee is bound by and shall comply with all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16 ("**Chapter 16**"), including the remedies provided, and implementing guidelines and rules. This ordinance prohibits the use of polystyrene foam disposable food service ware and requires the use of compostable or recyclable food service ware by anyone serving food in San Francisco. The provisions of Chapter 16 are incorporated into this Permit by reference as though fully set forth herein. This Section 14(f) is a material term of this Permit. By entering into this Permit, Permittee acknowledges that if it breaches the requirements of Chapter 16, then Permittee may be subject to the penalties contained in Chapter 16, including One Hundred Dollars ($100.00) for the first breach, Two Hundred Dollars ($200.00) for the second breach in the same year, and Five Hundred Dollars ($500.00) for subsequent breaches in the same year and agrees that those amounts are reasonable estimates of the damage that the City will incur based on the violation, established in light of the circumstances existing as of the Effective Date.

g. Notification of Limitations on Contributions. Through its execution of this Permit, Permittee acknowledges that it is familiar with Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any Person that contracts with the City, whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for the contract until three (3) months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves. San Francisco Ethics Commission Regulation 1.126-1 provides that negotiations are commenced when a prospective contractor first communicates with a City officer or employee about the possibility of obtaining a specific contract. This communication may occur in person, by telephone or in writing, and may be initiated by the prospective contractor or a City officer or employee. Negotiations are completed when a contract is finalized and signed by the City and the contractor. Negotiations are terminated when the City and/or the prospective contractor end the negotiation process before a final decision is made to award the contract.

15. Supplementary Provisions:

a. Is additional insurance required consistent with the Development Agreement? Yes ☐ No ☐

Additional Insurance: If "Yes" is checked above, Permittee must obtain additional insurance required by the City consistent with the Development Agreement and attached hereto.

b. Is a fence and gate required? Yes ☐ No ☐

Fence and Gate: If "Yes" is checked above, the Permittee shall, at its expense, erect a fence (with gate) securing the Permit Area before entry on the Permit Area and shall maintain the fence and gate in good condition and repair during the term of this Permit. The fence and gate erected by Permittee shall constitute the personal property of Permittee.

c. Is security personnel required? Yes ☐ No ☐

Security Personnel: If "Yes" is checked above, Permittee shall provide reasonably appropriate security personnel at its own expense and use commercially reasonable efforts to secure against unauthorized entry into Permit Area during:

Daytime: Yes ☐ No ☐ Nighttime: Yes ☐ No ☐

d. Will Subpermittees use the Permit Area? Yes ☐ No ☐

Subpermittees: If "Yes" is checked above, each Subpermittee shall execute a joinder to this Permit substantially in the form attached hereto or as otherwise approved by the City or a new permit to enter before entering the Permit Area or commencing operations in the Permit Area under this Permit, and by its execution thereof each Subpermittee shall have agreed to all of this Permit's terms, covenants, and conditions. However, Subpermittees may be covered under Permittee's insurance in lieu of obtaining and maintaining separate insurance under Section 6(k) above.

[Notwithstanding anything to the contrary set forth above in this Section 15, the City shall have the right to require the installation of a fence for specific work as needed.] The Parties agree to meet and confer to endeavor to ensure public safety and security at all times, which may include Permittee providing additional security personnel to the extent reasonably agreed-upon by the Parties.

IN WITNESS WHEREOF, the Parties have duly executed this Permit as of the Effective Date.

[**PERMITTEE**],
a []

By: _____
Name: _____
Title: _____

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Name: _____
Title: _____

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

By: _____
Name: _____
Title: Deputy City Attorney

JOINDER OF SUBPERMITTEE

The undersigned Subpermittee hereby acknowledges that it has received and read this Permit and agrees to comply with and accepts the obligations set forth herein applicable to Subpermittees.

SUBPERMITTEE:

[_____],
a [_____]

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

PERMIT AREA

Exhibit X
Form of Assignment and Assumption Agreement

EXHIBIT X

Form of Assignment and Assumption Agreement

This instrument is exempt from Recording Fees (CA Govt. Code § 27383) RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: [ASSIGNEE: _____ _____ _____ Attn: _____]	

APN(s): [_____] SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Assignment**") is made and entered into as of _____ __, 20__ (the "**Effective Date**") by and between _____, a _____ ("**Assignor**"), and _____, a _____ ("**Assignee**").

RECITALS

A. Reference is hereby made to that certain Development Agreement between the City and County of San Francisco, a municipal corporation (the "**City**"), acting by and through its Planning Department, and _____, a _____, dated as of _____ __, 2019 and recorded in the Official Records on _____ __, 2019 as Document No. _____ [DESCRIBE ANY AMENDMENTS] (collectively, the "**Agreement**"). All initially capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Agreement.

B. Pursuant to section 12.1 of the Agreement, Developer has the right to Transfer all or any portion of its right, title and interest in and to all or part of the Project Site to any Person without the City's consent, provided that Developer contemporaneously transfers to the Transferee all of its right, title and interest under the Agreement with respect to the Project Site or such part thereof, as more particularly described therein.

C. Pursuant to section 12.4 of the Agreement, upon the execution and delivery of any Assignment and Assumption Agreement, Developer shall be automatically released from any liability or obligation under the Agreement to the extent Transferred under such Assignment and Assumption Agreement.

D. Assignor is "Developer" under the Agreement with respect to the [entire] [portion of the] Project Site described on Exhibit A attached hereto (the "**Transferred Property**").

E. Contemporaneously herewith, Assignor has Transferred to Assignee Assignor's right, title and interest in and to the Transferred Property.

F. Assignor has agreed to assign to Assignee, and Assignee has agreed to assume, all of Assignor's right, title and interest under the Agreement [with respect to the Transferred Property], all as more particularly described in this Assignment.

AGREEMENT

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

1. Assignment of Agreement. Subject to the terms and conditions of this Assignment, Assignor hereby assigns to Assignee as of the Effective Date all of Assignor's right, title and interest under the Agreement [with respect to the Transferred Property], including any Associated Community Benefits [that are tied to the Transferred Property] and Mitigation Measures [applicable to the Transferred Property] [, all as more particularly described on Exhibit B] (collectively, the "**Assigned Rights and Obligations**"). [For the avoidance of doubt, Assignor retains all of Assignor's right, title and interest under the Agreement other than the Assigned Rights and Obligations.]

2. Assumption of Agreement. Subject to the terms and conditions of this Assignment, Assignee hereby assumes as of the Effective Date the Assigned Rights and Obligations and agrees to observe and fully perform all of the duties and obligations of Assignor under the Agreement with respect to the Assigned Rights and Obligations and to be subject to all of the terms and conditions of the Agreement with respect to the Assigned Rights and Obligations. Assignor and Assignee acknowledge and agree that Assignee is "Developer" under the Agreement [with respect to the Transferred Property].

3. Indemnifications. Assignee hereby consents to and expressly reaffirms any and all indemnification, reimbursement, hold harmless and defense obligations of Developer set forth in the Agreement [to the extent applicable to Assignee and the Transferred Property], including section 4.10 of the Agreement, including resulting from any disputes between Assignee and Assignor.

4. Housing Obligations. Assignee has read and understands the obligations set forth in the Housing Plan [as they relate to the Transferred Property]. Without limiting the foregoing, Assignee agrees to the terms and provisions of the Housing Plan [as they relate to the Transferred Property], including any indemnifications, waivers and releases set forth therein. Assignee understands that the City would not have been willing to enter into the Agreement without the provisions of the Housing Plan.

5. Costa-Hawkins Rental Housing Act.

a. Non-Applicability of Costa-Hawkins Act to BMR Units. Chapter 4.3 of the California Government Code directs public agencies to grant concessions and incentives to private developers for the production of housing for lower income households. The Costa-Hawkins Act and Administrative Code section 37.2(r)(5) provide for no limitations on the establishment of the initial and all subsequent rental rates for a dwelling unit that meets the definition of new construction, with exceptions, including an exception for dwelling units constructed pursuant to a contract with a public agency in consideration for a direct financial contribution or any other form of assistance specified in Chapter 4.3 of the California Government Code (section 1954.52(b)). Based upon the language of the Costa-Hawkins Act and the terms of the Agreement, Assignee agrees that the Costa-Hawkins Act and section 37.2(r)(5) do not and in no way shall limit or otherwise affect the restriction of rental charges for the BMR Units. The Agreement falls within the express exception to the Costa-Hawkins Act, Section 1954.52(b) because the Agreement is a contract with a public entity in consideration for contributions and other forms of assistance specified in Chapter 4.3 (commencing with Section 65919 of Division 1 of Title 7 of the California Government Code). Assignee understands that the City would not have been willing to enter into the Agreement without the understanding and agreement that Costa-Hawkins Act provisions set forth in California Civil Code section 1954.52(a) do not apply to the BMR Units as a result of the exemption set forth in California Civil Code section 1954.52(b) for the reasons set forth in this Section 5.

b. General Waiver Regarding BMR Units. Assignee, on behalf of itself and all of its successors and assigns of all or any portion of the Transferred Property, agrees not to challenge and expressly waives, now and forever, any and all rights to challenge the requirements of the Agreement related to the establishment of the BMR Units under the Costa-Hawkins Act or section 37.2(r)(5) (as they may be amended or supplanted from time to time). If and to the extent such general covenants and waivers are not enforceable under Law, Assignee acknowledges that they are important elements of the consideration for the Agreement and Assignee should not have the benefits of the Agreement without the burdens of the Agreement. Accordingly, if Assignee challenges the application of this covenant and waiver, then such breach will be a Default and City shall have the right to terminate the Agreement as to the portion of the Project under the ownership or control of Assignee.

6. Assignee's Covenants. Assignee hereby covenants and agrees that: (a) Assignee shall not challenge the enforceability of any provision or requirement of the Agreement; and (b) Assignee shall not sue the City in connection with any disputes between Assignor and Assignee arising from this Assignment or the Agreement, including any failure to complete all or any part of the Project by Assignor or Assignee, except to the extent caused by the negligence or willful misconduct of any of the City Parties.

7. Modifications. Assignor and Assignee acknowledge and agree that any modification of any provision of the Agreement that constitutes a modification of the Assigned Rights and Obligations must be in a writing signed by a person having authority to do so on behalf of each of Assignor and Assignee. For the avoidance of doubt, (i) the approval of Assignee shall not be required for any modification of the Agreement that does not constitute a modification of the Assigned Rights and Obligations and (ii) Assignee shall not have the right to modify the Agreement except as provided in the first sentence of this Section 7. Any modification of any

provision of this Assignment must be in a writing signed by a person having authority to do so on behalf of each of Assignor and Assignee.

8. Further Assignment; Binding on Successors. Without limiting any requirements under the Agreement, including article 12 thereof, Assignee shall not assign this Assignment without obtaining the prior written approval of Assignor, provided that to the extent that Assignee Transfers any of the Assigned Rights and Obligations in accordance with the Agreement to any Person, Assignee shall (without the requirement of any approval hereunder) contemporaneously assign this Assignment to such Person. This Assignment shall run with the Transferred Property, and all of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective heirs, successors and assigns.

9. Notices. The notice address for Assignee under section 14.10 of the Agreement as of the Effective Date shall be, subject to change as set forth therein:

_____
_____
_____
Attn: _____

with copy to:

_____
_____
_____
Attn: _____

10. Counterparts. This Assignment may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

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

12. Attorneys' Fees. Should legal action be brought by Assignor or Assignee against the other for a default under this Assignment or to enforce any provision herein, the prevailing party in such action shall be entitled to recover its "reasonable attorneys' fees and costs" (as such phrase is defined in the Agreement) from the non-prevailing party.

13. Severability. If any term, provision, covenant or condition of this Assignment is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Assignment shall continue in full force and effect, except to the extent that enforcement of the remaining provisions of this Assignment would be unreasonable or grossly inequitable under all the circumstances or would frustrate the fundamental purpose of this Assignment or the Agreement.

14. Entire Agreement. Without limiting the Agreement or agreements executed in connection therewith or any separate agreements with respect to the Transferred Property between Assignor and Assignee, this Assignment contains all of the representations and warranties and the entire agreement between Assignor and Assignee with respect to the subject matter of this Assignment. Any prior correspondence, memoranda, agreements, warranties or representations between Assignor and Assignee relating to such subject matter are incorporated into and superseded in total by this Assignment. Notwithstanding the foregoing, this Assignment shall not change or supersede the Agreement or agreements executed in connection therewith, which remain in full force and effect according to their terms. No prior drafts of this Assignment or changes from those drafts to the executed version of this Assignment shall be introduced as evidence in any litigation or other dispute resolution proceeding by Assignor, Assignee or any other Person, and no court or other body shall consider those drafts in interpreting this Assignment.

15. No Waiver. The waiver or failure to enforce any provision of this Assignment shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

16. Construction of Assignment. Assignor and Assignee have mutually negotiated the terms and conditions of this Assignment, which have been reviewed and revised by legal counsel for each of Assignor and Assignee. Accordingly, no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Assignment. Wherever in this Assignment the context requires, references to the masculine shall be deemed to include the feminine and the neuter and vice-versa, and references to the singular shall be deemed to include the plural and vice versa. Unless otherwise specified, whenever in this Assignment, including its Exhibits, reference is made to any Recital, Article, Section, Exhibit, Schedule or defined term, the reference shall be deemed to refer to the Recital, Article, Section, Exhibit, Schedule or defined term of this Assignment. Any reference in this Assignment to a Recital, an Article or a Section includes all subsections and subparagraphs of that Recital, Article or Section. Section and other headings and the names of defined terms in this Assignment are for the purpose of convenience of reference only and are not intended to, nor shall they, modify or be used to interpret the provisions of this Assignment. Except as otherwise explicitly provided herein, the use in this Assignment of the words "including", "such as" or words of similar import when accompanying any general term, statement or matter shall not be construed to limit such term, statement or matter to such specific terms, statements or matters. In the event of a conflict between the Recitals and the remaining provisions of this Assignment, the remaining provisions shall prevail. Words such as "herein", "hereinafter", "hereof", "hereby" and "hereunder" and the words of like import refer to this Assignment, unless the context requires otherwise. Unless the context otherwise specifically provides, the term "or" shall not be exclusive and means "or, and, or both".

17. Recordation. Assignor and Assignee shall record this Assignment in the Official Records against the Transferred Property promptly following the recordation of the instrument conveying title to the Transferred Property to Assignee.

[Signatures on following page]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

[insert signature block]

ASSIGNEE:

[insert signature block]

ACKNOLWEDGED:

City and County of San Francisco, a municipal corporation

By: _____
Planning Director

EXHIBIT A

TRANSFERRED PROPERTY

[To be provided]

EXHIBIT B

ASSIGNED RIGHTS AND OBLIGATIONS

[To be provided if applicable]

Exhibit Y
List of Required Exceptions to Subdivision Regulations
to Implement Infrastructure Plan

Exhibit Y
List of Required Exceptions to Subdivision Regulations to Implement Infrastructure Plan

Sections IV.I.1 and VII.C – Form of Dedications – Public Easements – Developer will dedicate to the City any public access and utility easements over private property shown in the Infrastructure Plan. Any such public easements shall be subject to review and approval by the Parties Such public easements including the following:

- Public access easements for NE corner of Block 1, NW corner of Block 2, NE corner of Block 8, NE corner of Block 5, SW corner of Block 12, and the NW corner of Block 15. These easements are required to achieve required/ desired sidewalks dimensions and clearances and are listed, for example, on pages 57-59 and 62 of Infrastructure Plan (Table 8.1 and Section 8.2.3) and on pages 79, 80, 82, 83, 85 and 89 of Infrastructure Plan (Section 8, Intersection Geometry Figures) and pages 333, 341 and 347 of the Design for Development (Section 5.17.3 and Appendix A, Block Plan Guide). In addition, public access easements permitting public access to the south side of Block 11 (as shown on pages 357 of the Design for Development), the south and west sides of Block 15 (if no Station A) (as shown on pages 343 of the Design for Development), and at Power Station Park / Maryland Street (as shown on pages 205 and 359 of the Design for Development), as shown on the attached Figure Y-1 and pages 57-59 and 62 of Infrastructure Plan (Figure 1.2, Table 8.1 and Section 8.2.3).

- Stormdrain easement to Stormwater Outfall

- Pump Station and Access Area (if on Block 9)

- Low pressure water easement in 23rd Street (if private)

- Overland Drainage easement over Humboldt Plaza to Bay

- Overland Drainage easement over Blue Greenway Trail Corridor east of 23rd / Delaware to Bay

- Water Line Easement through PG&E property (assignment of existing CBC appurtenant WLE as interim condition)

Section XII.B.3.a – SFFD Operations – Craig Lane will have a clear width of 14' min, which is less than the required 20' minimum.

Section XII.B.7 – Street Extensions and Bulbs – The curb bulb-outs and extensions into the street will be 4.5', which is less than the required 6' minimum, in order to provide the required clearances/separations of utilities and turning movements. If any portion of the curb ramp occupies private property, the City agrees to public access easements for sidewalks in lieu of fee title dedication.

Section XII.D – Private Streets – The width of Craig Lane is 34' wide, which is less than the required 40' minimum.

Section XIII – Street Improvements Required – There is no sidewalk along the south side of 23rd Street and the existing loading conditions on the south side of 23rd Street will remain as a permanent condition as shown in the Infrastructure Plan and Design for Development. If Developer constructs 23rd Street to the specifications shown in the Infrastructure Plan and Design for Development (which does not include a sidewalk on the south side of 23rd Street), then SFDPW

will recommend to the Board of Supervisors that 23rd Street is accepted for City maintenance and liability.

Section XIII – Street Improvements Required – The completion of the eastern portion of 23rd Street will not include the extension of a combined sewer pipeline or gravity separate sanitary sewer pipeline as shown in Infrastructure Plan. If needed and supported by approved designs, only a sanitary sewer force main will be installed within this segment of 23rd Street. If a sanitary sewer pump station is constructed on the Pier 70 site so that is accommodates sewer flows in 23rd Street, then a sanitary sewer force main will not be required.

Exhibit Z
City and Port Implementation of Later Approvals

Exhibit Z
City and Port Implementation of Later Approvals

Initially capitalized and other terms not listed below are defined in the Development Agreement. All references to the Development Agreement include this Exhibit Z.

A. Cooperation

Port and the other City Agencies shall aid each other, cooperate with and amongst all City Agencies, and undertake and complete all actions or proceedings reasonably necessary or appropriate to expeditiously and with due diligence implement the Project in accordance with the Plan Documents and the Approvals. Nothing in this Exhibit Z shall give any party a third party right to enforce the terms of this Exhibit Z or a future memorandum of understanding between City departments and the Port as set forth below in Section C.

B. 23rd Street

Port, SFPUC, and Public Works intend to enter into a memorandum of understanding addressing the development and maintenance of certain facilities located within the Project Site on land encumbered by the Public Trust. Further, PG&E is considering accepting franchise rights covering its utilities in 23rd Street and forgoing its existing easements covering such utilities (the "**Existing PG&E Easement**"). If that acceptance occurs and the Existing PG&E Easement is terminated, and if Developer improves the Port 23rd Street Property and the remaining City and Developer portion of 23rd Street located between Illinois Street and the future Delaware Street (collectively, "**23rd Street**") in the manner shown in the Plan Documents, including the Infrastructure Plan and Exhibit Y (the "**23rd Street Improvements**"), and pursuant to an approved street improvement permit or permits consistent with 23rd Street Improvements, Public Works shall recommend to the Board of Supervisors that it accept 23rd Street for City maintenance and liability purposes. The 23rd Street Improvements as shown in the Infrastructure Plan and Exhibit Y represent a complete street. Public Works also acknowledges that Developer may construct the portion of the 23rd Street Improvements from the western portion of 23rd Street from Illinois to the eastern edge of the future Louisiana Paseo and the eastern portion of 23rd Street from the eastern edge of the future Louisiana Paseo to Delaware Street in entirely separate phases. In such instances, Public Works shall recommend to the Board of Supervisors that it accept each phase in separate actions as long as Developer constructs the entirety of the portion of the 23rd Street Improvements located within each such phase. Each such completed phase of the 23rd Street Improvements shall be considered a complete street. If the Existing PG&E Easement is not terminated, the eastern portion of 23rd Street would remain a private street and Public Works shall have no obligation to recommend to the Board of Supervisors that the City accept this portion of the street for maintenance and liability.

C. City and Port Review of Later Approvals

Within 180 days of the final and effective date of the Development Agreement, DBI, SFMTA, Planning Department, Port, SFPUC, Public Works, SFRPD, and any other affected City Agencies shall enter into a MOU consistent with the Development Agreement that provides further details regarding the design review, permitting, and enforcement of Later Approvals for Privately-

Owned Community Improvements and Public Improvements, which memorandum of understanding may provide further detail about the Parties' obligations under Section B of this Exhibit Z.