

Sunnydale HOPE SF Master Plan Project

Case No. 2010.0350 E GPA PCT PCM DEV GEN SHD

Planning Commission Hearing

November 17, 2016



SAN FRANCISCO PLANNING DEPARTMENT

Executive Summary

HEARING DATE: NOVEMBER 17, 2016

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Date: November 11, 2016
Case Nos.: 2010.0515 E GPA PCT PCM DEV GEN SHD
2010.0305 E GPA PCT PCM DEV GEN SHD
Project Address: **Potrero HOPE SF**
Sunnydale HOPE SF
Zoning: *Potrero:* RM-2 (Residential – Mixed, Moderate Density)
Sunnydale: RM-1 (Residential – Mixed, Low Density)
Both: 40-X Height and Bulk Districts
Potrero: Showplace Square/Potrero Area Plan
Block/Lot: *Potrero:* Assessor's Block 4167/ 004 and 004A; 4220A/ 001; 4222A/, 001;
4285B/ 001, 4223/ 001; 4287/001A and 007
Sunnydale: Assessor's Block / Lots: Assessor's 6356/ 061, 062, 063, 064, 065,
066, 067 and 068; 6310/ 001; 6311/001; 6312/ 001; 6313/001; 6314/ 001;
6315/001
Project Sponsor: *Potrero:* BRIDGE Housing Corporation
600 California Street, Suite 900
San Francisco, CA 94108
Sunnydale: Mercy Housing and Related California
1360 Mission Street, #300
San Francisco, CA 94103
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SUMMARY

On November 17, 2016, the Planning Commission will consider a series of approval actions related to the Sunnydale HOPE SF and Potrero HOPE SF Master Plan Projects. Over the last year and a half, and more recently in the last couple of months, the Commission has taken various actions and heard informational hearings about the HOPE SF Program in general, and these two projects more specifically. Actions taken thus far have included Certification of the Sunnydale EIR, Certification of the Potrero EIR, Adoption of CEQA Findings and Adoption of General Plan Findings for Potrero, approval of zoning map changes for 1101 Connecticut Street (aka "Block X") for Potrero, and Initiation of General Plan amendments for both. The Commission has also heard information hearings about the HOPE SF Program in general in July 2015 and October 2015, and on each project individually prior to CEQA Certification for each. The following is a summary of actions that the Planning Commission will consider at the hearing, which are required to implement the Projects:

For both Projects:

1. Approval of Amendments to the General Plan
2. Approval of Planning Code Text Amendments (establishing new SUDs)

3. Approval of Planning Code Map Amendments
4. Approval of Design Controls and Guidelines (“DSGs”) documents
5. Approval of Development Agreements (“DAs”)
6. Adoption of Shadow Findings (Planning Code Section 295)

For Sunnydale only:

1. Adoption of CEQA Findings
2. Adoption of Master General Plan Findings and Findings of Consistency with Planning Code Section 101.1

PROJECT BACKGROUND – HOPE SF

With the end of Hope VI Federal funding, which had been used for several previous San Francisco Housing Authority revitalization efforts, City officials recognized the need to find a new strategy to rebuild the City’s largest Housing Authority sites. The Mayor and Board of Supervisors appointed a task force, which published “HOPE SF: Rebuilding Public Housing and Restoring Opportunities for its Residents” in 2007. This document initiated the HOPE SF Program and its guiding “HOPE SF Principles”. Part of this strategy is to take advantage of the relatively underdeveloped character of Housing Authority sites by planning for greater densities. A portion of the additional densities would be low-income affordable housing, and market-rate housing that would help cross finance the reconstruction of Housing Authority units and reduce the concentration of poverty on the site. The HOPE SF Principles also dictate that the reconstruction of these sites specifically take into account the need for supportive non-residential uses, such as childcare and resident-serving retail. As yet another goal, HOPE SF seeks to mend the broken San Francisco street grid and lack of connectivity characterized by the Housing Authority sites by reasserting a development pattern more in keeping with surrounding neighborhoods.

The Sunnydale and Potrero project sponsor teams were selected on 2007. As selected Master Developers, their initial task was to engage with the Housing Authority residents and local communities in developing new site plans for the projects. This effort included hosting multiple meetings and other events over the course of about two years that looked at current conditions, residents’ needs and desires, and establishing strategies to integrate the sites’ into the surrounding City fabric. After the site plans had been prepared, the Projects began their environmental review processes and engagement with Planning staff on developing a set of development regulations that would implement the newly created visions.

PROJECT DESCRIPTION – SUNNYDALE

The Sunnydale site consists of approximately 50 acres in the Visitacion Valley and contains 93 residential buildings, 775 occupied public housing units, and a 29,500 square foot community center. The Sunnydale site is generally bounded by McLaren Park (Gleneagles Golf Course and Herz Playground) to the north, other portions of McLaren Park and Amazon Playground to the west, Parque Drive and Velasco Avenue to the south, and Hahn Street to the east. The Sunnydale site currently features broad curvilinear streets that do not relate to the surrounding street pattern and includes only six large super blocks.

The Sunnydale HOPE SF Master Plan project (“Project”) includes demolishing all existing units, vacating

portions of the right of way and building new streets that would better relate to the existing street grid. The Project would transform the six existing super blocks into about 34 new fine-grained blocks. The site is designed with a central “Hub” that would feature a series of parks, open spaces, a community center, space for retail, and other community-serving uses.

At completion, the Project would include up to 1,770 units, including Housing Authority replacement units (775 units), a mix of additional affordable units (a minimum of approximately 200 low-income units), and market rate units (up to 694 units). New buildings within Sunnydale would provide a consistent street wall with “eyes-on-the-street” active ground floor treatment. A variety of building types would be constructed throughout including individual townhomes, small apartment buildings and larger corridor apartment buildings. Approximately 1,437 parking spaces would be provided for the units. Approximately 60,000 gross square feet of community serving uses, including retail, would also be constructed.

The project would be constructed in at least three main phases over at about 25 years. Phasing timing would be contingent on market forces and the availability of financing.

PROJECT DESCRIPTION – POTRERO

The Potrero HOPE SF site consists of approximately 39 acres (including streets) and is located on the southern and eastern slopes of Potrero Hill. The site, currently known as Potrero Terrace and Potrero Annex features 61 low slung buildings that are constructed perpendicular to the site’s steep slopes. The site’s streets diverge from the typical Potrero Hill street grid and cross the site at a diagonal, creating four very large super blocks. This, along with the lack of typical street and pedestrian connectivity make the existing development feel disconnected from the rest of the neighborhood and City.

As a HOPE SF project, this development aims to remedy these issues. The Project includes demolishing all existing units vacating portions of the right of way that currently cross the site diagonally, and building new streets that would better continue the existing street grid. The Project would transform the four existing super blocks into about 19 new fine-grained blocks, add one major new park along with several smaller parks, plazas and pedestrian ways throughout. The site would feature a new “Main Street” along a newly established segment of 24th Street; this new segment of 24th Street would be aligned with commercial and community uses, and parks and open space.

At completion the Potrero HOPE SF Project would include up to 1,700 units, including Housing Authority replacement units (619 units), a mix of additional affordable units (a minimum of approximately 200 low-income units), and market rate units (maximum of 800 units). New buildings would provide a consistent street wall with “eyes-on-the-street” active ground floor treatment. A variety of building types including individual townhomes, small apartment buildings and larger corridor apartment buildings would be constructed throughout. Approximately 1,150 parking spaces would be provided for the units largely below grade.

The public realm would be enhanced with improved connectivity to the existing street grid by continuing Arkansas and Texas Streets where they currently dead end, and adding two new east-west streets. The Plan calls for pedestrian ways along Connecticut, 23rd, and elsewhere where the grade is too steep for

vehicular traffic.

The project would be constructed in approximately five main phases over about 25 years. Phasing timing would be contingent on market forces and the availability of financing.

PLANNING COMMISSION REQUIRED ACTIONS FOR THE PROJECTS

As summarized above, the Planning Commission will be required to take several actions to approve the Project. Below are more detailed descriptions of the actions.

General Plan Amendments

On September 15, 2016, the Planning Commission adopted Resolutions 19737 and 19738 initiating General Plan amendments for Sunnydale and Potrero, respectively. The amendments would (a) amend Map 03, "Existing and Proposed Open Space" of the Recreation and Open Space Element so that new open space within the two sites are reflected in the map; and (b) amend Map 4, "Urban Design Guidelines for Heights of Buildings" of the Urban Design Element so that the two sites are shaded with the height designation of 50 – 88 feet.

Planning Code Text Amendments

On October 24, 2016, the Board of Supervisors initiated ordinances that would amend the Planning Code by adding new Special Use Districts ("SUDs") for Sunnydale (Planning Code Section 249.75) and Potrero (Planning Code Section 249.76). The new SUDs, which are almost identical in format, provide specific land use and development controls for the two sites. For most design controls, the SUDs refer to separate Design Standards and Guidelines documents, for which the Commission will also be taking action (see below). On top of providing specific design and land use controls, the SUDs also provide design review procedures for these multi-phased projects. The Design Review procedures include three aspects of review:

- (a) *Phase Review*: an overarching "phase" review is proposed to occur prior (or at least concurrently with) design of actual buildings and community facilities. The Phase review would assure that the Master Developers are moving forward with infrastructure and community improvement development at the same time as development of buildings per the established phasing plan and schedule of improvements.
- (b) *Design Review – Buildings*: the design review of buildings would be similar to typical Planning Department review except that in-lieu of including 311 Notification and DR procedures, the Master Developers will be required to hold regular meetings with the community on the projects' ongoing progress. Consistent with other DA design review processes established for Treasure Island, ParkMerced, and Schlage Lock, the design review will include procedures for "Minor" and "Major" modifications, with only applications for Major Modifications being brought before the Planning Commission for approval. (The Director would also have the discretion of bringing Design Review applications to the Commission for review and comment.)
- (c) *Design Review – Community Improvements*: the design review of parks, opens spaces, and community facilities would have a similar design review process as that for buildings. However, for parks that would be owned the Recreation and Parks Department, the design process would be led by RPD staff and Planning's review process would be superseded by RPD's process. It

should be noted that design for streets and rights-of-way would be facilitated by San Francisco Public Works and not by Planning; Planning, however, would continue to play a key role in reviewing designs for the streets.

On top of adding new Planning Code Section 249.75 and 249.76, the text amendments will add new Planning Code Section 263.30 and 263.31, which would address height controls for the two SUDs. The Sections would refer to the DSGs for more specifics of height restrictions on a block-by-block basis.

Proposed Changes to the SUDs since the Board of Supervisors Introduction

Since the Board of Supervisors introduced the Text Change Ordinances, staff has further reviewed the text with the Development Agreements, and is now proposing changes to the text to: (1) clarify what uses are principally permitted; (2) assure consistency between the SUD and the Development Agreement; and (3) provide additional provisions for interim uses that would serve the residents and further the phasing of the project while the projects are being implemented.

The additional language makes it clear that community-serving, such as child care, health clinics and other community facilities uses are principally permitted regardless of their size.

The additional language makes the community meeting, notification, and reporting requirements for each stage of review consistent with the process described in the DA. The overall intention is to require the Project Sponsors to be out in the community providing updates regularly in lieu of typical 311 notifications. Specifically, the DA requires at least one meeting per year regardless of progress on the Projects, and a pre-application community meeting be held prior to each application (Development Phase, Design Review for Buildings, and Design Review for Community Improvements). Such meetings would be conducted per Department standards. It is understood that meetings could be combined with other regularly scheduled meetings as long as they are noticed, held, and memorialized per Department procedures.

The additional language also includes provisions for interim uses, including temporary structures, where such structures would house resident-serving community uses, such as health clinics.

Finally, minor miscellaneous clarifications are provided.

Included in the attachments, are the SUD Ordinances as introduced by the BOS, followed by redlined proposed changes as described above. Staff is recommending that you approved the Ordinances, and recommend to the Board of Supervisors that they incorporate the changes now proposed by staff.

Planning Code Map Amendments

On October 24, 2016, the Board of Supervisors initiated ordinances that would map the new Sunnydale and Potrero HOPE SF SUDs and 40/65-X Height and Bulk Districts across the two sites on the Planning Code's official Special Use District and Height Zoning Maps. In addition, for Sunnydale, the parcels at the southeast corner of Hahn and Sunnydale (across Hahn from the Housing Authority-owned parcels and referred to as "Parcel Q") would be remapped from its current underlying Use District of NC-1 to RM-1 (the same Use designation as the rest of the Sunnydale site).

Design Standards and Guidelines (DSG)

The primary documents that would regulate the physical development of the Projects are the Design Standards and Guidelines documents. These documents are proposed to be the key source for development controls for buildings and the public realm. Unlike the Planning Code, which largely assumes an established block, lot, and street pattern the DSGs also address street layout, open space and blocks, and establish overarching strategies for placement of uses and buildings relative to street and open space typologies. The DSGs would be incorporated into the Planning Code by reference. Any future substantive amendments to the DSGs would need to be approved by the Planning Commission.

Development Agreements

The Development Agreements between the City, the Housing Authority, and the two Master Developers will set forth vesting rights for the Master Developers and establish a set of committed public benefits for each of the two sites. Vested elements consist of: locations and numbers of buildings, land uses and height and bulk limits, permitted uses, provisions for vehicular access and parking, and provision for new open spaces and public improvements. The housing development plan is divided into affordable parcels, which contain public housing replacement units (approximately 619 for Potrero and 775 for Sunnydale), and new additional affordable units (approximately 150 for Potrero and 194 for Sunnydale) that will be constructed, owned and managed by the Developer, and market rate parcels, which are intended to be sold to independent private developers for the development of market rate units (approximately 800 for Potrero and 600 for Sunnydale). Development impact fees will not be assessed on the affordable parcels (per the Planning Code). For Potrero, market rate parcels will pay development impact fees equivalent to the Eastern Neighborhoods fees that would be used for public improvements on-site rather than for the greater Eastern Neighborhoods.

On top of the affordable housing described above, the City will receive a comprehensive package of public benefits, including but not limited to: new roadways (built to Better Streets standards), utilities, community services, parks, and open spaces. The project will be phased over a period of not more than 25 years.

Shadow Impact Finding

Pursuant to Planning Code Section 295, no net new shadow, as described within the Planning Code, is allowed to be created by new development on a Recreation and Park Department property, unless the Planning Commission, in consultation with Recreation and Park's General Manager and the Recreation and Park Commission, makes findings that the new shadows are insignificant. Incorporated into each of the environmental reviews for the two Projects are detailed shadow analyses prepared pursuant per Department standards. The analyses describe net new shadows¹ cast on adjacent parks (Potrero Recreation Center for the Potrero project, and McLaren Park (Gleneagles Golf Course and Herz Playground) for Sunnydale) by development proposed by the HOPE SF Program. For both projects, the

¹ Net new shadow is quantified as "net new shadow hours", which is calculated as the area of new shadow created by new development times the hours that such shadows are cast over the course a day. New shadow impacts are only considered for buildings over 40-feet.

respective EIR/EISs found the new shadows to be insignificant. Planning staff is requesting that the Planning Commission adopt Shadow Impact Findings for both entire sites to enable development to move forward and obviating the need for separate shadow analyses and processes for each building permit.

Consistent with the EIR/EISs, Planning staff finds that the shadow impacts are neither significant nor adverse. For the Potrero Project and the adjacent Potrero Recreation Center, the shadow study has determined that less than one percent of additional shadow would be added to the park. It should be noted that maximum building heights on a number of the blocks have been reduced since the shadow study was completed, which means shadow impacts would be even less than studies.

For Sunnydale and the adjacent park, McLaren Park, the shadow study has determined that less than .1 percent of additional shadow would be added to McLaren Park from buildings taller than 40-feet. Additionally, no new shadow would be cast on the Herz Playground portion of McLaren Park.

ENVIRONMENTAL REVIEW

Environmental review has been completed for both Projects.

On July 9, 2015 by Motion No. 19409, the Planning Commission certified the Sunnydale EIR.

On December 10, 2015 by Motion No. 19529, the Planning Commission certified the Potrero EIR. The Planning Commission also adopted CEQA finding by Motion No. 19529 for the Potrero Project.

HEARING NOTIFICATION AND PUBLIC COMMENT

Below is a summary of the completed notifications of this hearing required under the Planning Code.

HEARING NOTIFICATION

TYPE	REQUIRED PERIOD	REQUIRED NOTICE DATE	ACTUAL NOTICE DATE	ACTUAL PERIOD
Classified News Ad	20 days	October 26, 2016	October 26, 2016	20 days
Posted Notice	[not required]			
Mailed Notice	10 days	November 7, 2016	November 4, 2016	14 days

As of the date of this Report, staff has not received any comments on either of the proposals.

The HOPE SF Program includes ongoing community engagement. For Potrero, the Master Developer holds regular monthly meetings with the site's residents and neighbors as part of its Community Building Group. In addition, the Master Developer frequently engages with local community groups such as the Potrero Boosters.

Similar to Potrero, the Sunnydale Master Developer holds regular meetings with residents and the local community. Specific to these master approvals, the Master Developer also held two meetings on July 30, 2016 and August 2, 2016 to discuss the entitlements.

BASIS FOR RECOMMENDATION

Department staff is recommending that the Planning Commission adopt all of the subject Resolutions and Motions in furtherance of the Project:

1. The Projects and all Commission actions thereto would enable the HOPE SF Program to be implemented at the Potrero and Sunnydale sites. The HOPE SF Program is the City's signature affordable housing program, particularly towards the goal of addressing chronic poverty in the City's most disadvantaged communities.
2. The HOPE SF Program includes robust community-building components that include providing access to social services, including child care, job training, and other community programs.
3. The Projects would completely rebuild the two sites over several years. The newly constructed communities would include new parks, open spaces, streets, and infrastructure.
4. The proposed layout of the two HOPE SF sites are designed with new street networks that will be much more integrated into the surrounding neighborhoods. The new streets would be constructed to Better Streets standards.
5. The proposed site plans include new parks, open spaces, and other recreational and community facilities that will not only serve the site's residents but the larger neighborhood and City as well.
6. The proposed site plans break down the scale of blocks to a scale that is much more typical of San Francisco urban fabric. The new finer-grained block patterns will enable much easier access through the site for pedestrians and bicyclists.
7. The proposed SUDs and DSGs allow for a mix of uses that are essential for a vibrant community.
8. The proposed SUDs and DSGs provide controls and guidelines that will assure that buildings are varied and broken down to the human scale.
9. The proposed SUDs and DSGs provide controls that will assure that buildings face the street and open spaces with active uses provide eyes-on-the-street and an engaging public realm.
10. The Development Agreements provide certainty of the Projects' community benefits and the means to deliver them that is beyond what would otherwise be required by City Codes.
11. Shadow impacts from the new buildings on adjacent parks were studied as part of the EIR/EISs and found to be insignificant. The shadow findings provided as a part of these approvals confirm these conclusions and will enable more efficient delivery of the projects over time.
12. The Master Developers have been working very closely with their respective communities in developing the site plans in accordance with the HOPE SF Programs, and have plans going forward for ongoing community communication and engagement.

RECOMMENDATION: Approve both the Sunnydale HOPE SF Project and the Potrero HOPE SF Project.

Attachments:

For Sunnydale

1. Sunnydale Project Description Summary, Site Map and Phasing Map
2. Draft Motion adopting CEQA Findings
 - Exhibit A – CEQA Findings

3. Draft Motion Adopting General Plan Findings and Findings of Consistency with Planning Code Section 101.1
 - Exhibit A - General Plan and Planning Code Section 101.1 Findings
4. Draft Resolution Approving General Plan Amendments
 - Legislative Digest
 - Draft Ordinance Amending Map 4 of the Urban Design Element and Map 03 of the Recreation and Open Space Element
 - Revised Map 4 of the Urban Design Element
 - Revised Map 03 of the Recreation and Open Space Element
5. Draft Resolution Approving Planning Code Text Amendments
 - Legislative Digest
 - Draft Ordinance Amending the Planning Code by Adding Planning Code Section 249.75 and 263.30, the Sunnydale HOPE SF SUD
6. Draft Resolution Approving Map Amendments
 - Legislative Digest
 - Draft Ordinance Amending Map ZN11, SU11 and HT11
 - Maps Showing Revised Zoning
7. Draft Motion Approving the Sunnydale Design Standards and Guidelines Document
 - Draft Sunnydale Standards and Guidelines Document
8. Draft Motion Adopting Section 295 Findings
 - Shadow Analysis for Sunnydale
9. Draft Resolution Approving the Development Agreement
 - Draft Sunnydale Development Agreement between the City, and San Francisco Housing Authority, and Sunnydale Development Company, LLC including Exhibits

For Potrero

1. Potrero Project Description Summary, Site Map and Phasing Map
2. Draft Resolution Approving General Plan Amendments
 - Legislative Digest
 - Draft Ordinance Amending Map 4 of the Urban Design Element and Map 03 of the Recreation and Open Space Element
 - Revised Map 4 of the Urban Design Element
 - Revised Map 03 of the Recreation and Open Space Element
3. Draft Resolution Approving Planning Code Text Amendments
 - Legislative Digest

- Draft Ordinance Amending the Planning Code by Adding Planning Code Section 249.75 and 263.30, the Potrero HOPE SF SUD
- 4. Draft Resolution Approving Map Amendments
 - Legislative Digest
 - Draft Ordinance Amending Map SU08 and HT08
 - Maps Showing Revised Zoning
- 5. Draft Motion Approving the Potrero Design Standards and Guidelines Document
 - Draft Potrero Standards and Guidelines Document
- 6. Draft Motion Adopting Shadow Findings
 - Shadow Analysis for Potrero
- 7. Draft Resolution Approving the Development Agreement
 - Draft Potrero Development Agreement between the City, and San Francisco Housing Authority, and Bridge Housing, including Exhibits

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Sunnydale HOPE SF

Case No. 2010.0305 E GPA PCT PCM DEV GEN SHD

Attachment No. 1

Potrero Project Description Summary, Site Map and Phasing Plan

HOPE SF SUNNYDALE
Development Agreement Summary
November 17, 2016

HOPE SF SUNNYDALE:

Since its inception in 2008, HOPE SF has been a City sponsored anti-poverty initiative seeking to transform the lives and environment of the residents living in San Francisco's most distressed public housing sites through a major redevelopment effort to create a vibrant and thriving mixed-income community. This Development Agreement ("DA") is an essential entitlement tool to grant the Developer vested rights to undertake the revitalization of the Sunnydale-Velasco ("Sunnydale") HOPE SF public housing site.

The proposed Development Agreement between the City and County of San Francisco (the "City"), the development partnership of Mercy Housing and Related California (together "Developer"), and landowner the Housing Authority of the City and County of San Francisco ("SFHA"), will allow for the development of the 50-acre Sunnydale-Velasco site. The site is located in the Visitacion Valley neighborhood and is bounded by McLaren Park to the north, Crocker Amazon Park to the west, Velasco Street to the south, Hahn Street to the east. The site is currently home to about 775 public housing households and is owned and operated by the SFHA. The site is in a state of disrepair and has limited access to services, poor connectivity with the adjacent neighborhood, and no formal open spaces. It is the goal of the City and the Developer to realize the City's HOPE SF vision, which seeks to transform Sunnydale from its current condition into a vibrant mixed-income community that is well-served by City infrastructure and well-connected to City resources and opportunities.

DEVELOPMENT AGREEMENT:

The City and SFHA selected the Developer through a public request for proposals process in 2007 to lead revitalization of the site, and to own and manage the new affordable housing. The project's joint Environmental Impact Report/Environmental Impact Statement was certified by the Planning Commission on July 9, 2015. The City and the Developer are entering into this DA and associated Special Use District in order to secure long-term commitment to the important goals of HOPE SF. The DA memorializes increased development density and secures a significant set of in-kind public benefits beginning with the demolition and reconstruction of 775 public housing units, and including the construction of additional affordable housing, new market rate housing, roadway, utility, and transportation improvements, and new neighborhood open space and social services.

The City and the Developer's commitment to this plan is memorialized in the Sunnydale DA, which must be recommended for approval by the Planning Commission and endorsed by the Recreation and Parks Commission, Department of Public Works Director, Public Utilities Commission, and San Francisco Municipal Transit Agency Board, before seeking final approval from the Board of Supervisors. Separately, the Developer and the City will enter into a Master Development Agreement ("MDA") with the property owner, the SFHA, which will explicate rights and requirements related to land transfers and state and federal guidelines for public housing replacement.

SPECIAL USE DISTRICT AND DESIGN CONTROLS:

The DA is part of a larger regulatory approvals package that also includes a Planning Code text amendment creating a Special Use District ("SUD") for the project site, a companion Design Standards and Guidelines Document ("DSG"), a Planning Code map amendment, and a General Plan amendment. These design controls have been developed through lengthy discussions with Planning Department staff and community members to ensure that the urban, architectural, and landscape design of the buildings, public realm, and community improvements will be of high quality and appropriate scale, include sufficient open space, and promote public health, safety, and general welfare.

VESTED DEVELOPMENT PROGRAM:

The DA gives the Developer the vested right to develop the site during the DA's twenty-five year term. Vested elements consist of: locations and numbers of buildings; land uses and height and bulk limits; permitted uses; provisions for vehicular access and parking; and provision for new open spaces and public improvements. The housing development plan is divided into affordable parcels, which contain public housing replacement units and new affordable tax-credit units that will be constructed, owned and managed by the Developer, and market rate parcels, which are intended to be sold to independent private developers for the development of market rate units. As part of this vesting, development impact fees do not apply to the affordable parcels (which is consistent with existing Planning Code regulations), while market rate parcels will pay certain development impact fees in recognition of the large neighborhood investments being made.

Specifically, the Developer will have a vested right to develop **up to 1,770 new residential units**, which includes a required **minimum of 969 affordable and public housing units**, and an **anticipated 600 market rate units**; **60,000 gross square feet of new community-serving uses including retail**; **3.6 acres of publicly accessible open space**; approximately **1,437 off-street parking spaces** (0.85 spaces per dwelling unit) in underground and at-grade parking garages, **525 on-street parking spaces**, and 1 bicycle

space for each of the 1,770 housing units created plus **38 public bicycle parking spaces**. These rights will remain vested during the term of the DA.

PUBLIC BENEFITS:

The revitalization of this isolated, obsolete public housing site into a thriving vibrant mixed income community represents significant public benefit. In return for providing the Developer with the zoning changes and vested development program described above to achieve the revitalization vision, the City will receive a comprehensive package of in-kind public benefits.

A. AFFORDABLE HOUSING PROGRAM

The Developer is required to construct affordable housing units equal to at least 125% of the existing units on site, or a minimum of 969 affordable units. This includes a 1-for-1 replacement of the occupied 775 public housing units and the addition of new low-income units. A mixture of both types of affordable units will be contained within each new affordable housing building.

- i. Public Housing Replacement Units: Replacement public housing units will be supported with Project-Based Section 8 rent subsidies or Rental Demonstration Program (RAD) rent subsidies and offered to existing Sunnydale public housing residents in good standing. The provisions for design, delivery, tenanting, and operations and maintenance of the replacement units must be in accordance with applicable U.S. Department of Housing and Urban Development ("HUD") and SFHA regulations, HUD Section 18 application and award, and must comply with the terms of the MDA (including an approved relocation plan and conformance with the City's Right to Return Ordinance), and any other funding requirements.
- ii. Low-Income Units: New tax-credit units will increase the City's affordable housing stock and be available to qualifying low-income households earning up to 60% of AMI. Households will be selected per the policies and procedures of the Mayor's Office of Housing and Community Development.

B. PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Developer will be responsible for designing, developing, and installing all public infrastructure improvements including roadways, sidewalks, stormwater management improvements and bicycle paths in the public right-of-way, public utilities such as combined sewer, water, and power lines, and transportation improvements. The City agrees to accept the project's completed public infrastructure improvements, so long as those improvements have been designed and built to all applicable City standards and the project's design controls.

C. OPEN SPACE

The Developer will be responsible for designing, developing, and installing the 3.6 acres of open spaces on four development blocks. The Project includes a main neighborhood green and community orchard and garden located along Santos Street and Sunnydale Avenue, adjacent to the neighborhood's community and retail hub. There are additional pocket parks across the site. The project also plans for a new open space adjacent to and connecting to the existing Herz Playground and Coffman Pool operated by the San Francisco Recreation and Parks Department ("RPD"). The Developer or its successors will be responsible for the maintenance and operation of these privately owned public open spaces.

D. COMMUNITY AND CHILDCARE FACILITIES

The Developer will provide new childcare and community facilities in excess of today's existing site services. These facilities include two dedicated childcare centers, an indoor recreation center, and community space for a number of social service organizations. The project's SUD and design controls allow for new neighborhood-serving retail space concentrated at Sunnydale Avenue between Hahn and Santos Streets.

E. WORKFORCE DEVELOPMENT PROGRAM

The Developer will enter into a Memorandum of Understanding with the City's Office of Economic and Workforce Development ("OEWD") and the SFHA that outlines a specific workforce development program for the project. In keeping with SFHA regulations and HOPE SF Initiative goals, the workforce program places particular emphasis on hiring qualifying public housing residents seeking employment (at least 25% of total workforce hours). Working through OEWD's Citybuild program, these residents will have the opportunity to attend job readiness training and training academies for specific trades. In addition, the Developer will participate in the City's Small Business Enterprise program, which sets a percentage goal to hire qualified small businesses for construction and professional services, and in SFHA Resolution 2444, which outlines a goal of 20% aggregate involvement of Minority Business Enterprises/Women Business Enterprises in construction contracts and procurement activities. The Developer will pay prevailing wages in connection with all construction activities.

F. MARKET RATE PARCELS

The Developer will prepare each designated market rate parcel for development, including rough grading and utility hook-ups. These parcels will then be sold to independent market-rate developers with the DA's vested development rights and

obligations retained on these parcels. Regulations and process for these land transfers are specified in the MDA. Market rate parcels are not required to include affordable units, however the City reserves the right to include deed-restricted moderate income units in these developments through the provision of gap funding for such units. The proceeds from sale of these market rate parcels will provide a critical source of funding for the implementation of the project.

PROJECT DEVELOPMENT PHASING AND FUNDING:

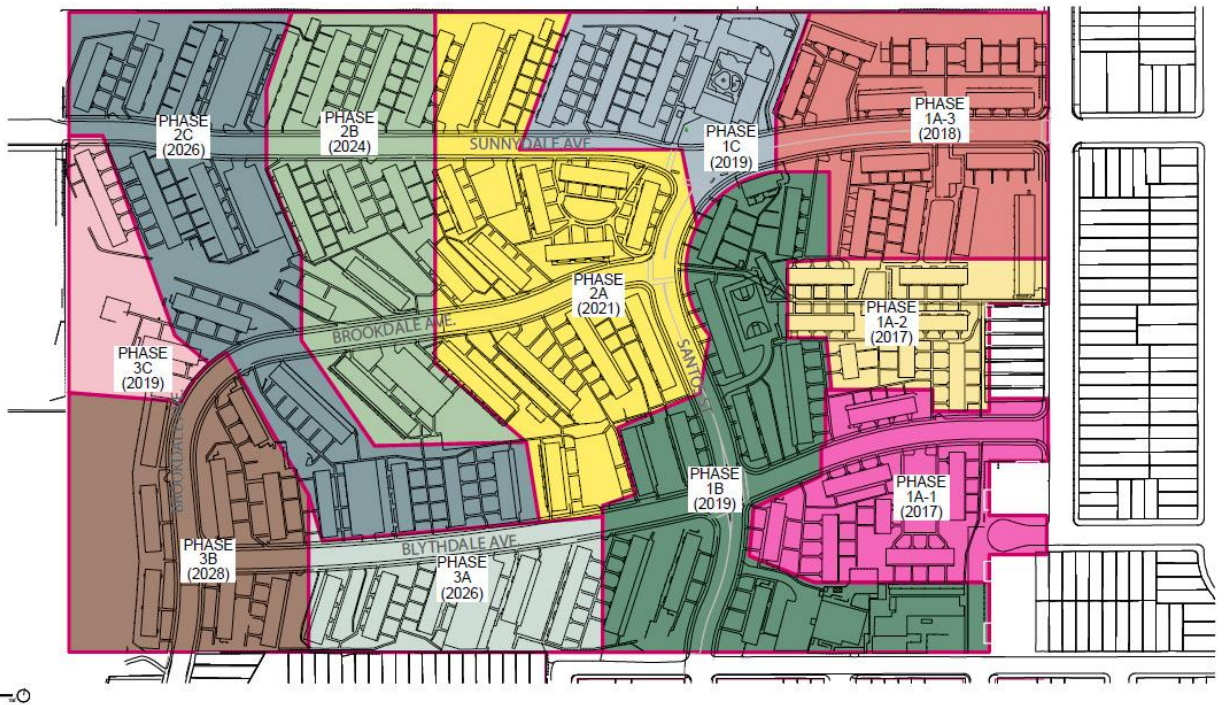
The City has emphasized the provision of affordable housing in the DA's Phasing Plan, which outlines the timing and scope of each development phase. The project's public benefits shall be constructed proportionate to the development of the affordable housing. The Developer and the City have retained flexibility in the order and scope of each phase in order to be responsive to relocation needs and changes in funding for the project. The exact timing and scope of each development phase will be based on funding availability. The City and the Developer will work collaboratively to secure state and federal subsidies for the affordable units, procure City funding appropriations for the construction of the new infrastructure and open spaces, and enable the provision of affordable housing through MOHCD "gap" financing. Each phase will have separate funding and loan agreements between the Developer and MOHCD that outline specific funding terms and responsibilities.

SUNNYDALE HOPE SF



What	Today	Development Plan
Affordable housing units	775 public housing units	969 to 1,076 affordable rental units including units for existing Sunnydale/Velasco households to exercise Right to Return to a new construction unit, plus new affordable units for working families and extremely low income seniors
Market rate housing units	0	600-694 units
Community facilities on site	29,000 sq ft center with SFHA leasing office, health & wellness center, and after school programs	60,000 sq ft for neighborhood amenities, including retail, two early childhood learning centers, after school programs, family resource center, gym, multi-purpose and educational spaces.
Outdoor recreational space	Less than ½ acre of playgrounds and basketball court	3.6 acres on four blocks; Linear open space with multi-purpose path on Sunnydale Ave
Public Infrastructure	Curvilinear street pattern; failing utility infrastructure;	All new street grid with street trees, green stormwater infrastructure, lighting, transit related infrastructure; all new utilities.



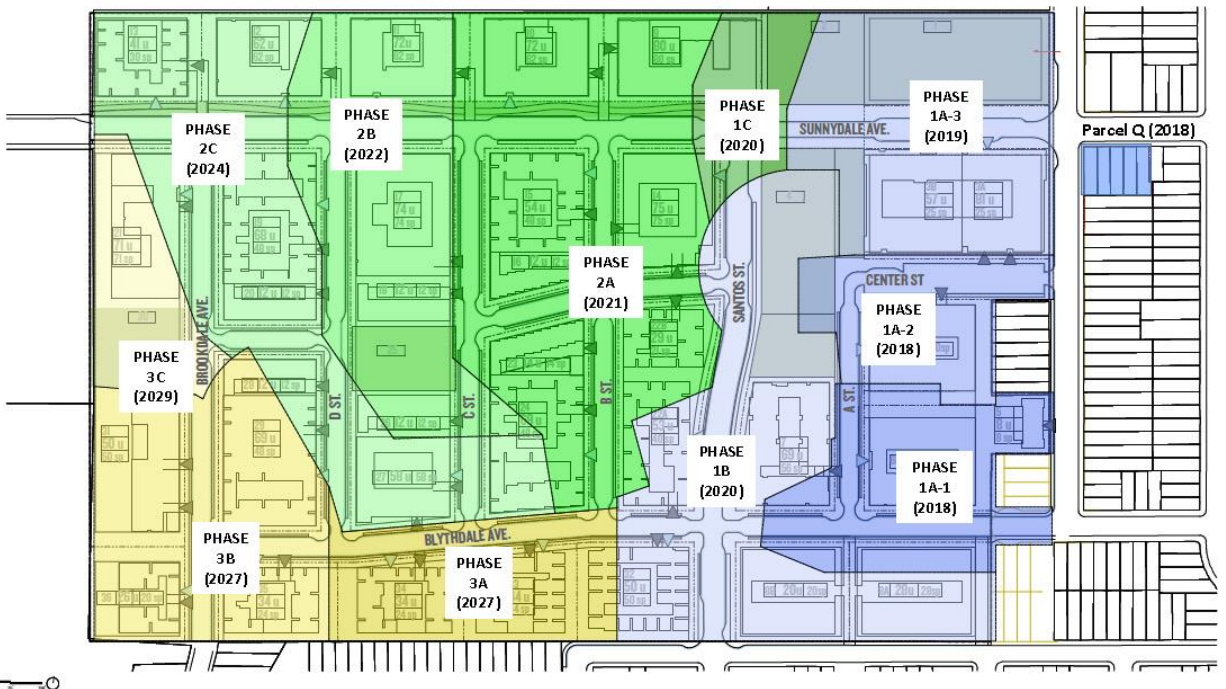


SUNNYDALE HOPE SF | PHASING DIAGRAM-DEMOLITION

SAN FRANCISCO, CA | FEBRUARY 9, 2016 | MERCY HOUSING, THE RELATED COMPANIES OF CALIFORNIA

mercyHOUSING
RELATED

VAN METER
WILLIAMS
POLLACK



SUNNYDALE HOPE SF | PHASING DIAGRAM-CONSTRUCTION

SAN FRANCISCO, CA | SEPTEMBER 24, 2015 | MERCY HOUSING, THE RELATED COMPANIES OF CALIFORNIA

mercyHOUSING
RELATED

VAN METER
WILLIAMS
POLLACK



PHASE IA-1 - CONSTRUCTION
2017-2019

PHASE	DEMOLITION			CONSTRUCTION			NET CHANGE PER PHASE			CUMULATIVE HOUSING BALANCE (END OF PHASE)	
	Existing Units	Affordable Units	Mkt Rate Units	Affordable Units	Mkt Rate Units	Net Site Subtotal	Affordable Units	Mkt Rate Units			
1A-1	-52	83			31	31	31			31	0



SUNNYDALE HOPE SF | PHASING DIAGRAMS

SAN FRANCISCO, CA | JANUARY, 2016 | MERCY HOUSING CALIFORNIA, THE RELATED COMPANIES OF CALIFORNIA



PHASE IA-2 - CONSTRUCTION
2017-2019

PHASE	DEMOLITION			CONSTRUCTION			NET CHANGE PER PHASE			CUMULATIVE HOUSING BALANCE (END OF PHASE)	
	Existing Units	Affordable Units	Mkt Rate Units	Affordable Units	Mkt Rate Units	Net Site Subtotal	Affordable Units	Mkt Rate Units			
1A-2	-56	83	8		27	8	35			58	8



SUNNYDALE HOPE SF | PHASING DIAGRAMS

SAN FRANCISCO, CA | JANUARY, 2016 | MERCY HOUSING CALIFORNIA, THE RELATED COMPANIES OF CALIFORNIA





PHASE IA-3 - CONSTRUCTION
2018-2020

PHASE	DEMOLITION		CONSTRUCTION		NET CHANGE PER PHASE		CUMULATIVE HOUSING BALANCE (END OF PHASE)	
	Existing Units	Affordable Units	Mkt Rate Units	Affordable Units	Mkt Rate Units	Net Site Subtotal	Affordable Units	Mkt Rate Units
1A-3	-78	138		60		60	118	8



SUNNYDALE HOPE SF | PHASING DIAGRAMS

SAN FRANCISCO, CA | JANUARY, 2016 | MERCY HOUSING CALIFORNIA, THE RELATED COMPANIES OF CALIFORNIA



PHASE IB - CONSTRUCTION
2019-2021

PHASE	DEMOLITION		CONSTRUCTION		NET CHANGE PER PHASE			CUMULATIVE HOUSING BALANCE (END OF PHASE)	
	Existing Units	Affordable Units	Mkt Rate Units	Affordable Units	Mkt Rate Units	Net Site Subtotal	Affordable Units	Mkt Rate Units	
1B & 3C	-136	69		-67		-67	51	8	



SUNNYDALE HOPE SF | PHASING DIAGRAMS

SAN FRANCISCO, CA | JANUARY, 2016 | MERCY HOUSING CALIFORNIA, THE RELATED COMPANIES OF CALIFORNIA





PHASE 1C - CONSTRUCTION 2019-2021



PHASE	DEMOLITION			CONSTRUCTION			NET CHANGE PER PHASE			CUMULATIVE HOUSING BALANCE (END OF PHASE)	
	Existing Units	Affordable Units	Mkt Rate Units	Affordable Units	Mkt Rate Units	Net Site Subtotal	Affordable Units	Mkt Rate Units			
1C	-24	72	48	48	48	96	99	56			
	SFHA leasing office and Willie Brown										

SUNNYDALE HOPE SF | PHASING DIAGRAMS

SAN FRANCISCO, CA | JANUARY, 2016 | MERCY HOUSING CALIFORNIA, THE RELATED COMPANIES OF CALIFORNIA



PHASE 2A - CONSTRUCTION 2021-2023



PHASE	DEMOLITION			CONSTRUCTION			NET CHANGE PER PHASE			CUMULATIVE HOUSING BALANCE (END OF PHASE)	
	Existing Units	Affordable Units	Mkt Rate Units	Affordable Units	Mkt Rate Units	Net Site Subtotal	Affordable Units	Mkt Rate Units			
2A	-148	126	36 to 87	-22	36 to 87	-2 to 49	77	92 to 143			

SUNNYDALE HOPE SF | PHASING DIAGRAMS

SAN FRANCISCO, CA | JANUARY, 2016 | MERCY HOUSING CALIFORNIA, THE RELATED COMPANIES OF CALIFORNIA





PHASE 2B - CONSTRUCTION
2024-2026

PHASE	DEMOLITION			CONSTRUCTION			NET CHANGE PER PHASE		CUMULATIVE HOUSING BALANCE (END OF PHASE)	
	Existing Units	Affordable Units	Mkt Rate Units	Affordable Units	Mkt Rate Units	Net Site Subtotal	Affordable Units	Mkt Rate Units		
2B	-92	72	86							



SUNNYDALE HOPE SF PHASING DIAGRAMS

SAN FRANCISCO, CA | JANUARY, 2016 | MERCY HOUSING CALIFORNIA, THE RELATED COMPANIES OF CALIFORNIA



PHASE 2C - CONSTRUCTION
2026-2028

PHASE	DEMOLITION			CONSTRUCTION			NET CHANGE PER PHASE		CUMULATIVE HOUSING BALANCE (END OF PHASE)	
	Existing Units	Affordable Units	Mkt Rate Units	Affordable Units	Mkt Rate Units	Net Site Subtotal	Affordable Units	Mkt Rate Units		
2C	-101	68	56 to 114							



SUNNYDALE HOPE SF PHASING DIAGRAMS

SAN FRANCISCO, CA | JANUARY, 2016 | MERCY HOUSING CALIFORNIA, THE RELATED COMPANIES OF CALIFORNIA





PHASE 3A - CONSTRUCTION
2026-2028

PHASE	DEMOLITION	CONSTRUCTION		NET CHANGE PER PHASE			CUMULATIVE HOUSING BALANCE (END OF PHASE)	
	Existing Units	Affordable Units	Mkt Rate Units	Affordable Units	Mkt Rate Units	Net Site Subtotal	Affordable Units	Mkt Rate Units
3A	-44	69	109 to 165	25	109 to 165	87 to 143	49	343 to 508

SUNNYDALE HOPE SF | PHASING DIAGRAMS

SAN FRANCISCO.CA | JANUARY, 2016 | MERCY HOUSING CALIFORNIA, THE RELATED COMPANIES OF CALIFORNIA



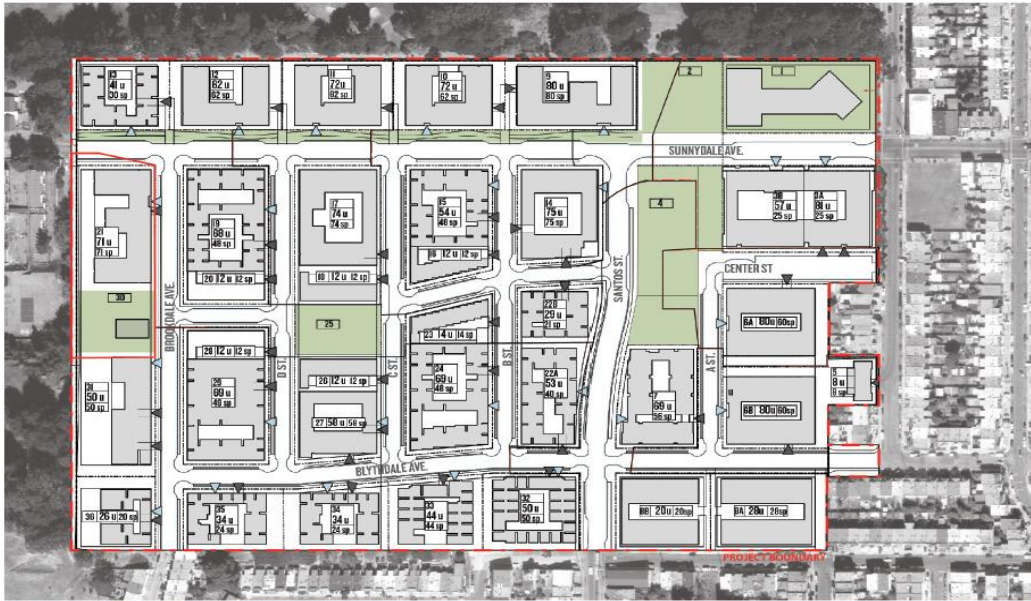
PHASE 3B - CONSTRUCTION
2028-2030

PHASE	DEMOLITION	CONSTRUCTION		NET CHANGE PER PHASE			CUMULATIVE HOUSING BALANCE (END OF PHASE)	
	Existing Units	Affordable Units	Mkt Rate Units	Affordable Units	Mkt Rate Units	Net Site Subtotal	Affordable Units	Mkt Rate Units
3B	-44	68	122 to 177	24	191 to 246	143 to 198	73	465 to 685

SUNNYDALE HOPE SF | PHASING DIAGRAMS

SAN FRANCISCO.CA | JANUARY, 2016 | MERCY HOUSING CALIFORNIA, THE RELATED COMPANIES OF CALIFORNIA





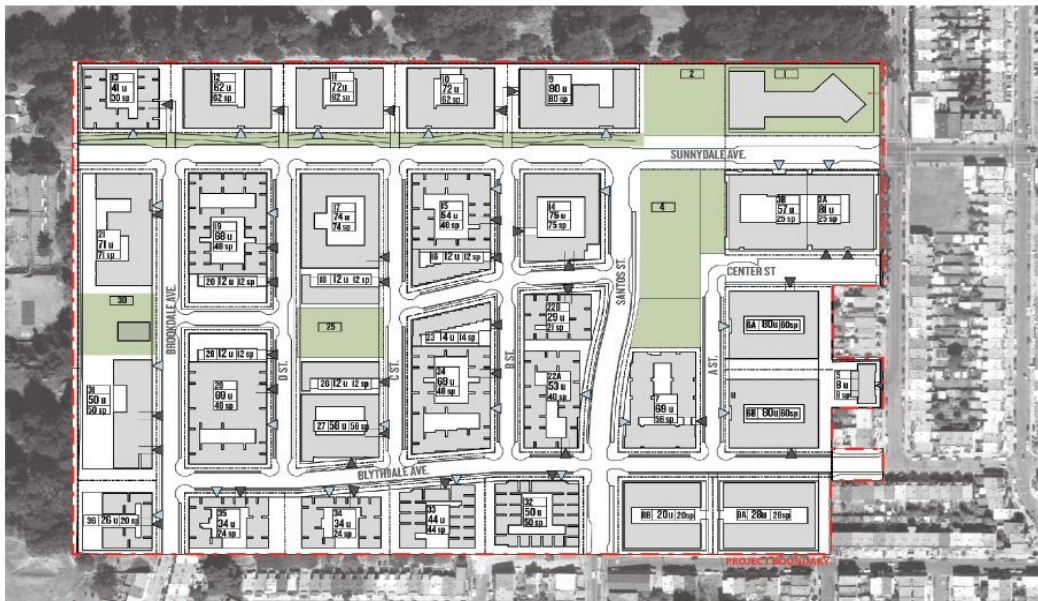
PHASE 3C - CONSTRUCTION
2028-2030

PHASE	DEMOLITION		CONSTRUCTION		NET CHANGE PER PHASE		CUMULATIVE HOUSING BALANCE (END OF PHASE)	
	Existing Units	Affordable Units	Mkt Rate Units	Affordable Units	Mkt Rate Units	Net Site Subtotal	Affordable Units	Mkt Rate Units
3C	Demo'd in Phase 1B	0	0					



SUNNYDALE HOPE SF PHASING DIAGRAMS

SAN FRANCISCO, CA | JANUARY, 2016 | MERCY HOUSING CALIFORNIA, THE RELATED COMPANIES OF CALIFORNIA



COMPLETED PROJECT
2017-2030

ENTIRE PROJECT	DEMOLITION		CONSTRUCTION		NET CHANGE PER PHASE		CUMULATIVE HOUSING BALANCE (END OF PHASE)	
	Existing Units	Affordable Units	Mkt Rate Units	Affordable Units	Mkt Rate Units	Net Site Subtotal	Affordable Units	Mkt Rate Units
	-775	848	465 to 685	122	534 to 754			



SUNNYDALE HOPE SF PHASING DIAGRAMS

SAN FRANCISCO, CA | JANUARY, 2016 | MERCY HOUSING CALIFORNIA, THE RELATED COMPANIES OF CALIFORNIA



Sunnydale HOPE SF

Case No. 2010.0305 E GPA PCT PCM DEV GEN SHD

Attachment No. 2

CEQA Findings



SAN FRANCISCO PLANNING DEPARTMENT

Planning Commission Motion No.

SUNNYDALE CEQA FINDINGS

HEARING DATE: DECEMBER 10, 2015

Date: November 11, 2016
Case No.: 2010.0305 E GPA PCT PCM DEV GEN SHD
Project Address: **Sunnydale Hope SF Master Plan Project**
Zoning: RM-1 (Residential – Mixed, Moderate Density)
40-X Height and Bulk Districts
Block/Lot: Assessor's Block/Lots: 6356/ 061, 062, 063 ,064, 065, 066, 067 and 068; 6310/
001; 6311/001; 6312/ 001; 6313/001; 6314/ 001; 6315/001
Project Sponsor: Mercy Housing and Related California
1360 Mission Street, #300
San Francisco, CA 94103

Staff Contact: Mat Snyder – (415) 575-6891
mathew.snyder@sfgov.org
Recommendation: Adopt Findings

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

ADOPTING ENVIRONMENTAL FINDINGS (AND A STATEMENT OF OVERRIDING CONSIDERATIONS) UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND STATE GUIDELINES IN CONNECTION WITH THE ADOPTION OF THE SUNNYDALE HOPE SF MASTER PLAN PROJECT AND RELATED ACTIONS NECESSARY TO IMPLEMENT SUCH PLANS.

Preamble

In 2008, Mercy Housing, ("Project Sponsor") was selected by the Mayor's Office of Housing and Community Development (hereinafter "MOHCD") (then, the Mayor's Office of Housing) and the San Francisco Housing Authority to work with the local Sunnydale and Velasco and surrounding Visitacion Valley communities to create a Master Plan for the complete redevelopment of the site that would not only include reconstructed Housing Authority units, but additional affordable units along with market rate units, neighborhood serving retail, community service, new parks and open space, and new streets and infrastructure ("The Sunnydale HOPE SF Master Plan Project" or "Project"). As a part of the HOPE SF selection process, the Project Sponsor was also selected to act as the Master Developer for the Project.

As the selected Master Developer, the Project Sponsor applied to the Planning Department to enter a Development Agreement with the City under Administrative Code Chapter 56. The Project Sponsor also submitted an application for environmental review. On December 12, 2012, the Department issued a Notice of Preparation of an Environmental Impact Report ("NOP") for the Project. On December 19, 2014, the Department published the Draft Environmental Impact Report / Draft Environmental Impact Statement ("DEIR/DEIS") for the Project and provided public notice in a newspaper of general circulation of the availability of the DEIR/DEIS for public review and comment. The DEIR/DEIS was available for public comment from December 12, 2014 through February 17, 2015. The Planning Commission held a

public hearing on January 22, 2015 on the DEIR/DEIS at a regularly scheduled meeting to solicit public comment regarding the DEIR/DEIS.

The Department prepared responses to comments on environmental issues received at the public hearing and in writing during the public review period for the DEIR/DEIS, prepared revisions to the text of the DEIR/DEIS in response to comments received or based on additional information that became available during the public review period. This material was presented in a Response to Comments document, published on June 24, 2015, distributed to the Planning Commission and all parties who commented on the DEIR/DEIS, and made available to others upon request at the Department.

A Final Environmental Impact Report / Final Environmental Impact Statement ("FEIR/FEIS" or "Final EIR/EIS") was prepared by the Department, consisting of the Draft EIR/EIS and the Response to Comments document.

Project Environmental Impact Report files WAS made available for review by this Commission and the public. These files were available for public review at the Planning Department at 1650 Mission Street, and are part of the record before this Commission.

On July 9, 2015, the Planning Commission reviewed and considered the Final EIR/EIS and found that the contents of the report and the procedures through which the Final EIR/EIS was prepared, publicized, and reviewed complied with the California Environmental Quality Act (California Public Resources Code section 21000 et seq.) ("CEQA"), 14 California Code of Regulations sections 15000 et seq. ("CEQA Guidelines"), and Chapter 31 of the San Francisco Administrative Code ("Chapter 31").

The Commission found the Final EIR/EIS was adequate, accurate and objective, reflected the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR/EIS, and approved the Final EIR/EIS for the Project in compliance with CEQA, the CEQA Guidelines and Chapter 31.

On July 9, 2015, by Motion No. 19704, the Commission certified the Final Environmental Impact Report ("FEIR") as accurate, complete and in compliance with the California Environmental Quality Act ("CEQA").

The Planning Department, Jonas P. Ionin, is the custodian of records, located in the File for Case No. 2008.0305E, at 1650 Mission Street, Fourth Floor, San Francisco, California.

Department staff prepared a Mitigation Monitoring and Reporting Program ("MMRP") for the Project and these materials were made available to the public and this Commission for this Commission's review, consideration and action.

Project Description

By this action, the Planning Commission adopts Environmental Findings (and a Statement of Overriding Considerations) under the California Environmental Quality Act and State Guidelines in connection with the adoption of the Potrero Hope SF Master Plan Project and related actions necessary to implement such plans. The Project is generally described below here.

The Sunnydale HOPE SF Master Plan Project is part of the City's Hope SF Program, which looks to transform several of the City's Housing Authority sites to revitalized mixed-use mixed-income well integrated neighborhoods.

The Sunnydale HOPE SF Master Plan project ("Project") includes demolishing all existing units, vacating portions of the right of way and building new streets that would better relate to the existing street grid. The Project would transform the six existing super blocks into about 34 new fine-grained blocks. The site is designed with a central "Hub" that would feature a series of parks, open spaces, a community center, space for retail, and other community-serving uses.

At completion, the Project would include up to 1,770 units, including Housing Authority replacement units (775 units), a mix of additional affordable units (a minimum of approximately 200 low-income units), and market rate units (up to 694 units). New buildings within Sunnydale would provide a consistent street wall with "eyes-on-the-street" active ground floor treatment. A variety of building types would be constructed throughout including individual townhomes, small apartment buildings and larger corridor apartment buildings. Approximately 1,437 parking spaces would be provided for the units largely below grade. Approximately 60,000 gross square feet of community serving uses, including retail, would also be constructed.

In 2008, Mercy Housing was selected by the Mayor's Office of Housing and Community Development (hereinafter "MOHCD") (then, the Mayor's Office of Housing) and the San Francisco Housing Authority to work with the local Sunnydale and Velasco and surrounding Visitacion Valley community to create a Master Plan for the site that would not only include reconstructed Housing Authority units, but additional affordable units along with market rate units, neighborhood serving retail, community service, new parks and open space, and new streets and infrastructure. Mercy Housing is also the Master Developer for the site.

On top of the Development Agreement, project approvals will include General Plan Amendments, Planning Code Text Amendments, Planning Code Map Amendments, Approval of a Design Standards and Guidelines document, and Adoption of Shadow findings pursuant to Planning Code Section 295.

Other than those actions described above, several actions will be required for the project over its multi-year buildout. These actions include but are not limited to approval of subdivisions, right-of-way dedications and vacations.

The Planning Commission wishes to facilitate the physical, environmental, social and economic revitalization of Project site, using the legal tools available through the Planning and Administrative Codes, while creating jobs, housing and open space in a safe, pleasant, attractive and livable mixed use neighborhood that is linked rationally to adjacent neighborhoods.

MOVED that the Planning Commission has reviewed and considered the Final EIR and the record associated herewith, including but not limited to the comments and submissions made to this Planning Commission and the Planning Department's responses to those comments and submissions, and based thereon, hereby adopts the Project Findings required by CEQA attached hereto as Attachment A including a statement of overriding considerations, and adopts the MMRP, that shall be included as a condition of approval for each and all of the approval actions set forth in the Motions described above.

Motion No.
Hearing Date: November 17, 2016

2010.0305 E GPA PCT PCM DEV GEN SHD
Sunnydale HOPE SF Master Plan Project
Adoption of CEQA Findings

I hereby certify that the foregoing Resolution was ADOPTED by the San Francisco Planning Commission on November 17, 2016.

Jonas Ionin
Commission Secretary

AYES:

NOES:

ABSENT:

Attachment A

California Environmental Quality Act Findings

PREAMBLE

In determining to approve the project described in Section I below (the "Project"), the San Francisco Planning Commission (the "Commission") makes and adopts the following findings of fact and decisions regarding the Project description and objectives, significant impacts, significant and unavoidable impacts, mitigation measures and alternatives, and a statement of overriding considerations, based on substantial evidence in the whole record of this proceeding and pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 et seq. ("CEQA"), particularly Section 21081 and 21081.5, the Guidelines for Implementation of CEQA, 14 California Code of Regulations Section 15000 et seq. ("CEQA Guidelines"), Section 15091 through 15093, and Chapter 31 of the San Francisco Administrative Code ("Chapter 31"). The Commission adopts these findings in conjunction with the Approval Actions described in Section I(c), below, as required by CEQA.

These findings are organized as follows:

Section I provides a description of the proposed Sunnydale-Velasco HOPE SF Master Plan project, the environmental review process for the Project, the City approval actions to be taken, and the location and custodian of the record.

Section II lists the Project's less-than-significant impacts that do not require mitigation.

Section III identifies potentially significant impacts that can be avoided or reduced to less-than-significant levels through mitigation and describes the disposition of the mitigation measures.

Section IV identifies significant project-specific or cumulative impacts that would not be eliminated or reduced to a less-than-significant level and describes any applicable mitigation measures as well as the disposition of the mitigation measures. The Final EIR/EIS identified mitigation measures to address certain of these impacts, but implementation of the mitigation measures will not reduce the impacts to a less than significant level.

Sections III and IV set forth findings as to the mitigation measures proposed in the Final EIR/EIS. (The Draft EIR/EIS and the Comments and Responses document together comprise the Final EIR/EIS, or "FEIR/FEIS"). Attachment B to the Planning Commission Motion contains the Mitigation Monitoring and Reporting Program ("MMRP"), which provides a table setting forth each mitigation measure listed in the FEIR/FEIS that is required to reduce a significant adverse impact.

Section V identifies the Project Alternatives that were analyzed in the EIR/EIS and discusses the reasons for their rejection.

Section VI sets forth the Planning Commission's Statement of Overriding Considerations pursuant to CEQA Guidelines Section 15093.

The MMRP for the mitigation measures that have been proposed for adoption is attached with these findings as **Attachment B** to this Motion. The MMRP is required by CEQA Section 21081.6 and CEQA Guidelines Section 15091. Attachment B provides a table setting forth each mitigation measure listed in the FEIR/FEIS that is required to reduce a significant adverse impact. Attachment B also specifies the agency responsible for implementation of each measure and establishes monitoring actions and a monitoring schedule. The full text of the mitigation measures is set forth in Attachment B.

These findings are based upon substantial evidence in the entire record before the Commission. The references set forth in these findings to certain pages or sections of the Draft Environmental Impact Report ("Draft EIR/EIS" or "DEIR/DEIS") or the Comments and Responses document ("C&R") in the Final EIR/EIS are for ease of reference and are not intended to provide an exhaustive list of the evidence relied upon for these findings.

I. PROJECT DESCRIPTION AND PROCEDURAL BACKGROUND

A. Project Description

The Project Sponsor proposes to demolish 775 existing public housing units, as well as other existing buildings at the Sunnydale and Velasco public housing complexes, and develop housing for a range of income levels for a total up to 925 net new units and 1,700 total units on the Project site.

The 48.8-acre project site is located in the Visitacion Valley neighborhood of San Francisco, and is bounded by Hahn Street on the east, Velasco Avenue on the south, and McLaren Park to the north and west. It includes Assessor's Block 6310-Lot 1, Block 6311-Lot 1, Block 6312-Lot 1, Block 6313-Lot 1, Block 6314-Lot 1, and Block 6315-Lot 1. The project site is adjacent to Gleneagles International Golf Course on the north. The golf course is a part of John McLaren Park, which occupies 317 acres and includes Herz Playground, Coffman Pool, and an assortment of playgrounds, athletic fields, tennis and basketball courts, as well as an outdoor amphitheatre, trails, open meadows, a lake, and a reservoir. Crocker Amazon Playground is to the west of the project site and includes play areas, athletic fields, tennis and basketball courts, a skateboard park, community garden, and recreation center. McLaren Park and Crocker Amazon Playground are zoned P (Public Use). The project site is adjacent to residential neighborhoods to the south and east. The surrounding neighborhood to the south and east is primarily zoned RH-1 (Residential House, one dwelling unit per lot), with one block (6320) zoned RH-2 (Residential House, two dwellings per lot) and several parcels zoned NC-1 (Neighborhood Commercial) to the east on Hahn Street.

The Project site currently comprises two public housing developments in San Francisco: Sunnydale and Velasco. There are currently 91 residential buildings in Sunnydale, comprised of 757 affordable family units, and two residential buildings in Velasco, comprised of 18 affordable senior units. In addition to the residential buildings, there is a 29,500 square foot building that provides daycare, youth programs, and maintenance services, and two outdoor playgrounds with a full-size basketball court.

The Sunnydale residential buildings were constructed in 1941 and consist of one-, two-, three-, four- and five-bedroom units. The buildings are aligned perpendicularly to the streets in large blocks of attached

units. The Velasco residential buildings were constructed in 1963 and consist of studio, one- and two-bedroom units. The two buildings are connected to one-another via a roof system and exterior walkways. All residential buildings in Sunnydale and Velasco are two-stories in height.

The proposed Project would replace all existing housing units and other buildings, including the community center building; incorporate additional family and senior housing homes into the community; and add amenities such as open space, retail opportunities, and neighborhood services. The completed project would occupy approximately 2,843,500 square feet of floor area for a net increase of 2,049,000 square feet. It would contain approximately 34 new two- to five-story development blocks. The height of the new buildings would range from 40 to 60 feet above ground level, with 18 buildings at 40 feet or less in height and 15 buildings at 50 feet in height, and one building at 60 feet in height.

Thirty-three of the buildings would contain family dwelling units; the single building at 60 feet in height would contain senior housing and would have some retail and community services on the ground floor. The buildings would be a mix of the following:

- Townhouse/Rowhouse—Attached, multistory, single-family homes (15 to 30 units per acre);
- Stacked Flats—One-story apartments arranged one over the other (25 to 40 units per acre);
- Podium Building—A building with a parking garage below and residences or other uses above (40 to 50 units per acre);
- Corridor Building—An apartment building with units accessed from a central corridor (40 to 60 units per acre);
- Mixed Use—Retail or public use on ground floor with senior housing above (50 to 80 units per acre); and
- Up to 72,500 square feet of community-serving space in several locations, including a separate two-story community center, which would house recreational facilities for use by project residents and residents of the neighborhood, with youth and early childhood education programs.

The Project would be built in three major phases over a period of 9 to 15 years. During each phase, the existing buildings, streets, and utilities would be demolished first, and rough grading of the streets, building pads and open space would occur. The Project would require about 221,000 cubic yards of soil to be hauled off the site. Maximum excavation would be 45 feet (13.5 meters) below the current ground surface.

The proposed Project would also require realigning Sunnydale, Brookdale and Blythedale Avenues and Santos Street and adding new cross streets to create a street grid that would improve connectivity and access within the development and to Hahn Street. Brookdale Avenue would be realigned to connect with Sunnydale Avenue; new cross streets would connect Blythedale Avenue to Sunnydale Avenue at three different locations; Blythedale Avenue would be realigned at Hahn Street to connect with Sunrise Way; and a pair of new streets would link Blythedale Avenue and Hahn Street one block north of Sunrise Way.

The project site currently contains 430 off-street surface parking spaces (0.55 spaces per dwelling unit) and 452 on-street parking spaces. The proposed Project would provide approximately 1,437 off-street parking spaces (0.85 spaces per dwelling unit) in underground and at-grade parking garages in mixed-use and residential buildings, and 525 on-street parking spaces.

The site is within the RM-1 Residential, Mixed District, Low Density (one unit per 800 square feet of lot area is principally permitted), and 40-X height and bulk district (40-foot-high maximum height, no bulk limits). The site slopes down from west (Brookdale Avenue) to east (Hahn Street), at slopes ranging from 15.5 percent at its highest and steepest point to a 2-percent slope at the lower elevations. The average grade change is 9 percent. Elevations range from 250 feet at the western edge of the site to 75 feet at the southeastern corner. The topography allows for sweeping views to the south and to the east toward the San Francisco Bay.

The proposed Project site has been identified as an area that will be redeveloped under the San Francisco Housing for People Everywhere (HOPE) SF Program. The HOPE SF Program, a partnership between the Mayor's Office of Housing and Community Development ("MOHCD") and the San Francisco Housing Authority ("SFHA"), proposes to redevelop the Sunnydale and Velasco housing complexes as a part of its program to revitalize distressed public housing developments in San Francisco.

B. Project Objectives

The Project Sponsor has developed the following objectives for the proposed Project:

- ▶ Create a racially, socially, and economically integrated neighborhood with new high-quality public housing units, affordable rental apartments, and market-rate for-sale homes;
- ▶ Ensure no loss of public housing units;
- ▶ Develop a financially feasible project;
- ▶ Establish physical and social connections between the Sunnydale-Velasco housing developments, the larger Visitacion Valley neighborhood, and the larger city;
- ▶ Provide economic opportunities for residents;
- ▶ Provide community facilities, including space for on-site services and programs;
- ▶ Create a comprehensive services plan to address gaps in services and facilitate access to existing programs and resources;
- ▶ Build new safe streets and open spaces;
- ▶ Create an environmentally sustainable and accessible community with access to healthy food and gardens;
- ▶ Develop different building types at a density to make the project economically viable;
- ▶ Build community-serving retail stores; and

- ▶ Incorporate green and healthy development principles that include green construction and healthy buildings, a walkable neighborhood, stormwater management, and solar technology.

C. Project Approvals

The Project requires the following Planning Commission approvals and/or actions:

- ▶ Certification of the Final EIR/EIS, and adoption of CEQA Findings and Mitigation Monitoring and Reporting Program
- ▶ Recommendation to Board of Supervisors for rezoning that would create a Special Use District (SUD) to allow certain non-residential uses, such as community services, retail, and recreational and educational facilities that would otherwise not be permitted or require conditional use authorization; enable modifications from the strict quantitative requirements of the Planning Code to allow for more flexibility in the placement of rear yards, setbacks, location and number of parking and loading spaces, among other standards; and approve the ability to distribute density unevenly across the project site
- ▶ Recommendation to the Board of Supervisors for approval of height and bulk map amendments
- ▶ Approval of the Sunnydale HOPE SF Design Standards and Guidelines
- ▶ Approval of “Major Modifications” to the Potrero HOPE SF Design Standards and Guidelines on a project-by-project basis if requested for subsequent phases of development, an application and approval process established in the SUD
- ▶ Recommendation to the Board of Supervisors for approval of a Development Agreement
- ▶ Determination that any additional shadow cast on McLaren Park by new buildings exceeding 40 feet in height would not adversely impact the use of the park pursuant to Section 295 of the Planning Code
- ▶ General Plan Referral per Section 2A.53 of the Administrative Code

The Project requires the following Board of Supervisors approvals and/or actions:

- ▶ Approval of a SUD with recommendation from the Planning Commission
- ▶ Approval of height and bulk map amendments with recommendation from the Planning Commission
- ▶ Approval of a Development Agreement under Chapter 56 of the Administrative Code
- ▶ Affirm certification of EIR, if appealed

Actions by Other City Departments and State Agencies

- ▶ Approval of proposed new street grid (San Francisco Fire Department, San Francisco Department of Public Works, and the Sustainable Streets and San Francisco Municipal Railway Planning Divisions of the San Francisco Municipal Transportation Agency)
- ▶ Approval of any necessary construction permits for work within roadways (San Francisco Municipal Transportation Agency; San Francisco Department of Public Works)
- ▶ Demolition , grading and building permits (Department of Building Inspection)
- ▶ Approval of stormwater management system; approval of monitoring plan for construction activities near susceptible utilities; approval of Erosion and Sediment Control Plan; approval of Batch Wastewater Discharge Permit; approval for new water, sewer and street light utility connections (San Francisco Public Utilities Commission)
- ▶ Approval of permit for backup emergency generator (Bay Area Air Quality Management District)

D. Environmental Review

On November 16, 2012, HUD issued a notice of intent (NOI) to prepare a Draft Environmental Impact Statement to inform agencies and the general public that a joint EIR/EIS was being prepared and invited comments on the scope and content of the document. The NOI provided contact information for City staff responsible for the NOI, and stated that a public scoping meeting would be held no less than 15 days following publication of the NOI.

On December 13, 2012, MOHCD mailed a Change in Date of Close of Comment Period Notice to applicable agencies. This notice extended the comment period to January 18, 2013.

On December 19, 2012, the Planning Department, in compliance with CEQA and its CEQA procedures, issued a Notice of Preparation (“NOP”) to prepare a Draft Environmental Impact Report. Individuals and agencies that received these notices included: all occupants of the Sunnydale and Velasco housing complexes; owners of properties within 300 feet of the Project site; owners and tenants of properties adjacent to the Project site; other potentially interested parties, including various regional and state agencies; and neighborhood organizations.

On January 5, 2013, a scoping meeting was held. The scoping meeting provided the public and affected governmental agencies with an opportunity to present their environmental concerns regarding the proposed Project.

On January 12, 2013, a further scoping meeting was held, presenting the public and affected agencies with a further opportunity to provide written and oral comments.

On December 19, 2014, the Department published the Draft Environmental Impact Report / Environmental Impact Statement (hereinafter “DEIR/DEIS”). The DEIR/DEIS was made available for a 60-day public review period, beginning on December 19, 2014, to solicit public comment from agencies and individuals on the adequacy and accuracy of the DEIR/DEIS.

A Notice of Availability (“NOA”) of the DEIR/DEIS was posted on the websites of the Department and the MOHCD, as well as in the Federal Register, on December 19, 2014.

The NOA was distributed to applicable local and State agencies, interested parties, owners and occupants of properties within 300 feet of the Project site, individuals likely to be interested in the potential impacts of the Proposed Project, commenters on the NOP and NOI, and those individuals who requested a copy of the DEIR/DEIS.

Copies of the Draft EIR/EIS were also available for public review during normal business hours at the San Francisco Planning Department, 1650 Mission Street, Suite 400, San Francisco, CA; the Planning Information Center at 1660 Mission, First Floor, San Francisco, CA 94105; and the MOHCD offices at 1 South Van Ness Avenue 5th Floor, San Francisco, CA 94103.

Notice of Completion was filed with the State Secretary of Resources via the State Clearinghouse on December 19, 2014.

The Commission held duly advertised public hearings on the DEIR/DEIS on January 20, 2015 and January 22, 2015, at which opportunity for public comment was given, and public comment was received on the DEIR/DEIS. The period for commenting on the EIR/EIS ended on February 17, 2015.

The Department prepared responses to comments on environmental issues received during the 60-day public review period for the DEIR/DEIS, prepared revisions to the text of the DEIR/DEIS in response to comments received or based on additional information that became available during the public review period, and corrected errors in the DEIR/DEIS. This material was presented in a Responses to Comments document, published on June 24, 2015, distributed to the Commission and all parties who commented on the DEIR/DEIS, and made available to others upon request at the Department.

A Final Environmental Impact Report / Environmental Impact Statement (hereinafter “FEIR/FEIS”) has been prepared by the Department, consisting of the DEIR/DEIS, any consultations and comments received during the review process, any additional information that became available, and the Responses to Comments document, all as required by law.

Project EIR/EIS files have been made available for review by the Commission and the public. These files are available for public review at the Department at 1650 Mission Street, Suite 400, and are part of the record before the Commission.

On July 9, 2015, the Commission reviewed and considered the FEIR/FEIS and found that the contents of said report and the procedures through which the FEIR/FEIS was prepared, publicized, and reviewed comply with the provisions of CEQA, the CEQA Guidelines, and Chapter 31 of the San Francisco Administrative Code. The FEIR/FEIS was certified by the Commission on July 9, 2015 by adoption of its Motion No19704

E. Content and Location of Record

The record upon which all findings and determinations related to the adoption of the proposed project are based include the following:

- The FEIR/FEIS, and all documents referenced in or relied upon by the FEIR/FEIS;

- All information (including written evidence and testimony) provided by City staff to the Planning Commission relating to the FEIR/FEIS, the proposed approvals and entitlements, the Project, and the alternatives set forth in the FEIR/FEIS;
- All information (including written evidence and testimony) presented to the Planning Commission by the environmental consultant and subconsultants who prepared the FEIR/FEIS, or incorporated into reports presented to the Planning Commission;
- All information (including written evidence and testimony) presented to the City from other public agencies relating to the project or the FEIR/FEIS;
- All applications, letters, testimony, and presentations presented to the City by the Project Sponsor and its consultants in connection with the project;
- All information (including written evidence and testimony) presented at any public hearing or workshop related to the project and the EIR/EIS;
- The MMRP; and,
- All other documents comprising the record pursuant to Public Resources Code Section 21167.6(e).

The public hearing transcripts and audio files, a copy of all letters regarding the FEIR/FEIS received during the public review period, the administrative record, and background documentation for the FEIR/FEIS are located at the Planning Department, 1650 Mission Street, 4th Floor, San Francisco. The Planning Department, Jonas P. Ionin, is the custodian of these documents and materials.

F. Findings about Environmental Impacts and Mitigation Measures

The following Sections II, III and IV set forth the Commission's findings about the FEIR/FEIS's determinations regarding significant environmental impacts and the mitigation measures proposed to address them. These findings provide the written analysis and conclusions of the Commission regarding the environmental impacts of the Project and the mitigation measures included as part of the FEIR/FEIS and adopted by the Commission as part of the Project. To avoid duplication and redundancy, and because the Commission agrees with, and hereby adopts, the conclusions in the FEIR/FEIS, these findings will not repeat the analysis and conclusions in the FEIR/FEIS but instead incorporate them by reference and rely upon them as substantial evidence supporting these findings.

In making these findings, the Commission has considered the opinions of staff and experts, other agencies, and members of the public. The Commission finds that (i) the determination of significance thresholds is a judgment decision within the discretion of the City and County of San Francisco; (ii) the significance thresholds used in the FEIR/FEIS are supported by substantial evidence in the record, including the expert opinion of the FEIR/FEIS preparers and City staff; and (iii) the significance thresholds used in the FEIR/FEIS provide reasonable and appropriate means of assessing the significance of the adverse environmental effects of the Project. Thus, although, as a legal matter, the Commission is not bound by the significance determinations in the FEIR/FEIS (see Public Resources Code, Section 21082.2, subdivision (e)), the Commission finds them persuasive and hereby adopts them as its own.

These findings do not attempt to describe the full analysis of each environmental impact contained in the FEIR/FEIS. Instead, a full explanation of these environmental findings and conclusions can be found in the FEIR/FEIS, and these findings hereby incorporate by reference the discussion and analysis in the FEIR/FEIS supporting the determination regarding the project impact and mitigation measures designed to address those impacts. In making these findings, the Commission ratifies, adopts and incorporates in these findings the determinations and conclusions of the FEIR/FEIS relating to environmental impacts and mitigation measures, except to the extent any such determinations and conclusions are specifically and expressly modified by these findings.

As set forth below, the Commission adopts and incorporates all of the mitigation measures set forth in the Project FEIR/FEIS, which are set forth in the attached MMRP, to reduce the significant and unavoidable impacts of the Project. The Commission intends to adopt the mitigation measures proposed in the FEIR/FEIS. Accordingly, in the event a mitigation measure recommended in the FEIR/FEIS has inadvertently been omitted in these findings or the MMRP, such mitigation measure is hereby adopted and incorporated in the findings below by reference. In addition, in the event the language describing a mitigation measure set forth in these findings or the MMRP fails to accurately reflect the mitigation measures in the FEIR/FEIS due to a clerical error, the language of the policies and implementation measures as set forth in the FEIR/FEIS shall control. The impact numbers and mitigation measure numbers used in these findings reflect the information contained in the FEIR/FEIS.

In Sections II, III and IV below, the same findings are made for a category of environmental impacts and mitigation measures. Rather than repeat the identical finding to address each and every significant effect and mitigation measure, the initial finding obviates the need for such repetition because in no instance is the Commission rejecting the conclusions of the FEIR/FEIS or the mitigation measures recommended in the FEIR/FEIS for the Project.

These findings are based upon substantial evidence in the entire record before the Planning Commission. The references set forth in these findings to certain pages or sections of the EIR/EIS or responses to comments in the Final EIR/EIS are for ease of reference and are not intended to provide an exhaustive list of the evidence relied upon for these findings.

II. LESS-THAN-SIGNIFICANT IMPACTS

The Final EIR/EIS found that implementation of the Project would result in less-than-significant impacts in the following environmental topic areas: Land Use and Land Use Planning; Visual Quality / Aesthetics; Socioeconomics / Population and Housing; Greenhouse Gas Emissions; Wind and Shadow; Recreation; Utilities and Service Systems; Public Services; Geology and Soils; Hydrology and Water Quality; Mineral and Energy Resources; Agricultural and Forest Resources.

Note: On September 27, 2013, Governor Brown signed Senate Bill (SB) 743, which became effective on January 1, 2014. Among other provisions, SB 743 added Section 21099 to the Public Resources Code ("PRC") and eliminated the analysis of aesthetics and parking impacts for certain urban infill projects under CEQA. The proposed Project meets the definition of a mixed-use residential project on an infill site within a transit priority area as specified by Section 21099. Accordingly, this document does not provide CEQA conclusions regarding aesthetics and parking, which can no longer be considered in determining the significance of the proposed Project's physical environmental effects under CEQA. Implementation of SB 743 was subsequent to the publication of the NOP, which had indicated that the EIR would include a

discussion of aesthetics- and parking-related impacts of the Proposed Project. However, since the proposed Project is subject to NEPA, comments submitted on the NOI relating to aesthetics and parking impacts are addressed in Section 4.4, *Visual Quality/Aesthetics*, of the FEIR/FEIS and NEPA conclusions are provided.

III. FINDINGS OF SIGNIFICANT IMPACTS THAT CAN BE AVOIDED OR REDUCED TO A LESS-THAN-SIGNIFICANT LEVEL THROUGH MITIGATION AND THE DISPOSITION OF THE MITIGATION MEASURES

CEQA requires agencies to adopt mitigation measures that would avoid or substantially lessen a project's identified significant impacts or potential significant impacts if such measures are feasible. The findings in this section concern 13 potential impacts and their related mitigation measures proposed in the FEIR/FEIS. These mitigation measures are included in the MMRP. A copy of the MMRP is included as Attachment B to the Planning Commission Motion adopting these findings. The FEIR/FEIS found that six mitigation measures would be required for this Project to reduce to a less than significant level cultural and paleontological resources impacts; four mitigation measures would be required for this Project to reduce to a less than significant level transportation and circulation impacts; three mitigation measures would be required for this Project to reduce to a less than significant level noise impacts; one mitigation measure would be required for this Project to reduce to a less than significant level air quality impacts; two mitigation measures would be required for this Project to reduce to a less than significant level biological resources impacts; and two mitigation measures would be required for this Project to reduce to a less than significant level hazards and hazardous materials impacts.

The Project Sponsor has agreed to implement the following mitigation measures to address the potential cultural and paleontological resources, transportation and circulation, noise, air quality, biological resources, and hazards and hazardous materials impacts identified in the FEIR/FEIS. As authorized by CEQA Section 21081 and CEQA Guidelines Section 15091, 15092, and 15093, based on substantial evidence in the whole record of this proceeding, the Planning Commission finds that, unless otherwise stated, the Project will be required to incorporate mitigation measures identified in the FEIR/FEIS into the Project to mitigate or to avoid significant or potentially significant environmental impacts. Except as otherwise noted, these mitigation measures will reduce or avoid the potentially significant impacts described in the Final EIR/EIS, and the Commission finds that these mitigation measures are feasible to implement and are within the responsibility and jurisdiction of the City and County of San Francisco to implement or enforce.

Additionally, the required mitigation measures are fully enforceable and will be enforced through conditions of approval in any building permits issued for the Project by the San Francisco Department of Building Inspection. With the required mitigation measures, these Project impacts would be avoided or reduced to a less-than-significant level. The Planning Commission finds that the mitigation measures presented in the MMRP are feasible and shall be adopted as conditions of Project approval.

The following mitigation measures would be required to reduce cultural and paleontological resources impacts, transportation and circulation impacts, noise impacts, air quality impacts, biological resources impacts, geology and soils impacts, and hazards and hazardous materials impacts identified in the FEIR/FEIS to a less-than-significant level:

Project Mitigation Measure M-CP-2: Archeological Testing Program

Impact CP-2: Effects on Archaeological Resources. The proposed Project could cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064; therefore, implementation of an Archeological Testing Program, which requires the development of presence or absence investigation for archeological resources and evaluation of whether any archeological resource encountered in the C-APE constitutes an historical resource under CEQA, is required to avoid any potential adverse effect from the proposed Project on accidentally buried or submerged archaeological resources and to reduce this impact to a less than significant level.

Impact RE-2: Effects Due to Construction. The proposed Project includes construction of indoor and outdoor recreational facilities, the construction of which could have adverse physical effects on the environment; therefore, implementation of an Archeological Testing Program, which requires the development of presence or absence investigation for archeological resources and evaluation of whether any archeological resource encountered in the C-APE constitutes an historical resource under CEQA, is required to avoid any potential adverse effect from the proposed Project on accidentally buried or submerged archaeological resources and to reduce this impact to a less than significant level.

Impact UT-2: Effects Related to Construction of New Facilities. The proposed Project would require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects; therefore, implementation of an Archeological Testing Program, which requires the development of presence or absence investigation for archeological resources and evaluation of whether any archeological resource encountered in the C-APE constitutes an historical resource under CEQA, is required to avoid any potential adverse effect from the proposed Project on accidentally buried or submerged archaeological resources and to reduce this impact to a less than significant level.

Impact UT-3: Effects on Stormwater Conveyance and Treatment. The proposed Project would require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects; therefore, implementation of an Archeological Testing Program, which requires the development of presence or absence investigation for archeological resources and evaluation of whether any archeological resource encountered in the C-APE constitutes an historical resource under CEQA, is required to avoid any potential adverse effect from the proposed Project on accidentally buried or submerged archaeological resources and to reduce this impact to a less than significant level.

Project Mitigation Measure M-CP-3a: Paleontological Resources Mitigation Program

Impact CP-3: Effects on Paleontological Resources. The proposed Project could directly or indirectly destroy a unique paleontological resource or site or unique geologic feature; therefore, retention of a qualified paleontological consultant having expertise in California paleontology to carry out all mitigation measures related to paleontological resources is required to reduce this impact to a less than significant level.

Project Mitigation Measure M-CP-3b: Paleontological Resources Training

Impact CP-3: Effects on Paleontological Resources. The proposed Project could directly or indirectly destroy a unique paleontological resource or site or unique geologic feature; therefore, training of all

construction forepersons and field supervisors conducting or overseeing subsurface excavations by a qualified paleontologist in the recognition of potential fossil materials prior to ground disturbing activities is required to reduce this impact to a less than significant level.

Project Mitigation Measure M-CP-3c: Assessment and Salvage of Potential Fossil Finds

Impact CP-3: Effects on Paleontological Resources. The proposed Project could directly or indirectly destroy a unique paleontological resource or site or unique geologic feature; therefore, halting all earthwork or other types of ground disturbance in the immediate vicinity of any potential fossil discoveries during construction, among other evaluation and recovery activities, is required to reduce this impact to a less than significant level.

Project Mitigation Measure M-CP-3d: Monitoring By A Qualified Paleontologist During Ground Disturbing Activities

Impact CP-3: Effects on Paleontological Resources. The proposed Project could directly or indirectly destroy a unique paleontological resource or site or unique geologic feature; therefore, a qualified paleontologist's determination as to whether monitoring shall be required for ground disturbing activities when fossils are discovered during construction is required to reduce this impact to a less than significant level.

Project Mitigation Measure M-CP-4: Inadvertent Discovery of Human Remains

Impact CP-4: Effects on Human Remains. The proposed Project could disturb human remains, including those interred outside of formal cemeteries; therefore, in the event of the discovery or anticipated discovery of human remains and associated burial-related cultural materials, immediate notification of the San Francisco Coroner, Native American Heritage Commission, and Most Likely Descendent, among other agreements for the appropriate treatment of the remains or funerary objects, is required to reduce this impact to a less than significant level.

Impact RE-2: Effects Due to Construction. The proposed Project includes construction of indoor and outdoor recreational facilities, the construction of which could have adverse physical effects on the environment; therefore, in the event of the discovery or anticipated discovery of human remains and associated burial-related cultural materials, immediate notification of the San Francisco Coroner, Native American Heritage Commission, and Most Likely Descendent, among other agreements for the appropriate treatment of the remains or funerary objects, is required to reduce this impact to a less than significant level.

Impact UT-2: Effects Related to Construction of New Facilities. The proposed Project would require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects; therefore, in the event of the discovery or anticipated discovery of human remains and associated burial-related cultural materials, immediate notification of the San Francisco Coroner, Native American Heritage Commission, and Most Likely Descendent, among other agreements for the appropriate treatment of the remains or funerary objects, is required to reduce this impact to a less than significant level.

Impact UT-3: Effects on Stormwater Conveyance and Treatment. The proposed Project would require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the

construction of which could cause significant environmental effects; therefore, in the event of the discovery or anticipated discovery of human remains and associated burial-related cultural materials, immediate notification of the San Francisco Coroner, Native American Heritage Commission, and Most Likely Descendent, among other agreements for the appropriate treatment of the remains or funerary objects, is required to reduce this impact to a less than significant level.

Project Mitigation Measure M-TR-6: Prepare Construction Traffic Control Plan

Impact TR-6: Construction Effects. The proposed Project would involve extensive construction over several years that could result in the following temporary conditions: street closures and detours, rerouting of Muni lines and bus stops, and sidewalk closures; therefore, implementation of a Construction Transportation Control Plan ("TCP") for each construction phase is required to reduce this impact to a less than significant level.

Project Mitigation Measure M-NO-1a: Construction Specifications to Reduce Noise Levels During Construction

Impact NO-1: Exposure of Persons to or Generation of Noise Levels in Excess of Standards. The proposed Project could result in excess construction noise; therefore, the project sponsor is required to incorporate various practices into the construction specification documents, such as barriers/enclosures/mufflers under certain circumstances, low noise emission construction equipment, and implementation of noise attenuation measures to the extent feasible (among other things), to reduce this impact to a less than significant level.

Impact RE-2: Effects Due to Construction. The proposed Project includes construction of indoor and outdoor recreational facilities, the construction of which could have adverse physical effects on the environment; therefore, the project sponsor is required to incorporate various practices into the construction specification documents, such as barriers/enclosures/mufflers under certain circumstances, low noise emission construction equipment, and implementation of noise attenuation measures to the extent feasible (among other things), to reduce this impact to a less than significant level.

Impact UT-2: Effects Related to Construction of New Facilities. The proposed Project would require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects; therefore, the project sponsor is required to incorporate various practices into the construction specification documents, such as barriers/enclosures/mufflers under certain circumstances, low noise emission construction equipment, and implementation of noise attenuation measures to the extent feasible (among other things), to reduce this impact to a less than significant level.

Impact UT-3: Effects on Stormwater Conveyance and Treatment. The proposed Project would require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects; therefore, the project sponsor is required to incorporate various practices into the construction specification documents, such as barriers/enclosures/mufflers under certain circumstances, low noise emission construction equipment, and implementation of noise attenuation measures to the extent feasible (among other things), to reduce this impact to a less than significant level.

Project Mitigation Measure M-NO-1b: Noise Reduction Building Strategies

Impact NO-1: Exposure of Persons to or Generation of Noise Levels in Excess of Standards. The proposed Project could result in excess construction noise; therefore, the use of specified building materials to reduce interior noise for new residential development located along Sunnydale Avenue and Santos Street is required to reduce this impact to a less than significant level.

Project Mitigation Measure M-NO-1c: Noise Minimization for Residential Open Space

Impact NO-1: Exposure of Persons to or Generation of Noise Levels in Excess of Standards. The proposed Project could result in excess construction noise; therefore, protection (to the maximum extent feasible) of open space required under the Planning Code for residential uses from existing ambient noise levels sufficient to maintain an exterior noise level of 70 dBA DNL for outdoor open spaces is required to reduce this impact to a less than significant level.

Project Mitigation Measure M-AQ-1: Construction Emissions Minimization

Impact AQ-1: Criteria Pollutant Impacts During Construction. The proposed Project could generate fugitive dust and criteria air pollutants during construction, in violation of an air quality standard or contributing to an existing air quality violation or issue; therefore, submission of a Construction Emissions Minimization Plan for review and approval prior to the issuance of a construction permit; quarterly reporting; and certification of compliance are required to reduce this impact to a less than significant level.

Impact AQ-3: Toxic Air Contaminants. The proposed Project could generate toxic air contaminants, including diesel particulate matter, during construction, which would expose sensitive receptors to substantial pollutant concentrations; therefore, submission of a Construction Emissions Minimization Plan for review and approval prior to the issuance of a construction permit; quarterly reporting; and certification of compliance are required to reduce this impact to a less than significant level.

Project Mitigation Measure M-BI-1a: Protection of Special Status Bat Species

Impact BI-1 Effects on Special-Status Species. The proposed Project could have a substantial adverse effect on special-status species (identified at the federal, state or local level) or other legally protected species; therefore, implementation of protective measures, including pre-construction surveys, creation of no-disturbance buffers, and removal of trees or buildings with evidence of special-status bat activity during specific times, among other protections and subject to specified limitations, is required to reduce this impact to a less than significant level.

Project Mitigation Measure M-BI-1b: Protection of Nesting Birds

Impact BI-1 Effects on Special-Status Species. The proposed Project could have a substantial adverse effect on special-status species (identified at the federal, state or local level) or other legally protected species; therefore, implementation of protective measures, including pre-construction surveys and creation of no-disturbance buffers, among other protections and subject to specified limitations, is required to reduce this impact to a less than significant level.

Project Mitigation Measure M-HZ-1: Hazardous Building Materials

Impact HZ-1: Effects Related to Hazardous Materials Emissions or Disposal. The proposed Project result in a human health or environmental hazard through the use or disposal of hazardous substances; therefore, the project sponsor is required to ensure that PCB-containing equipment, such as fluorescent light ballasts and other potentially hazardous building materials, are removed and properly disposed of prior to the start of demolition, in addition to proper abatement of any other hazardous materials identified either before or during demolition, to reduce this impact to a less than significant level.

Project Mitigation Measure M-HZ-2: Site Mitigation Plan and Radon Survey

Impact HZ-1: Effects Related to Hazardous Materials Emissions or Disposal. The proposed Project result in a human health or environmental hazard through the use or disposal of hazardous substances; therefore, creation and implementation of a Site Mitigation Plan and radon soil vapor survey is required to reduce this impact to a less than significant level.

Impact HZ-2: Effects Related to Release of Hazardous Material. The proposed Project could create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment; therefore, creation and implementation of a Site Mitigation Plan and radon soil vapor survey is required to reduce this impact to a less than significant level.

Impact RE-2: Effects Due to Construction. The proposed Project includes construction of indoor and outdoor recreational facilities, the construction of which could have adverse physical effects on the environment; therefore, creation and implementation of a Site Mitigation Plan and radon soil vapor survey is required to reduce this impact to a less than significant level.

Impact UT-2: Effects Related to Construction of New Facilities. The proposed Project would require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects; therefore, creation and implementation of a Site Mitigation Plan and radon soil vapor survey is required to reduce this impact to a less than significant level.

Impact UT-3: Effects on Stormwater Conveyance and Treatment. The proposed Project would require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects; therefore, creation and implementation of a Site Mitigation Plan and radon soil vapor survey is required to reduce this impact to a less than significant level.

IV. SIGNIFICANT IMPACTS THAT CANNOT BE AVOIDED OR REDUCED TO A LESS-THAN-SIGNIFICANT LEVEL

Based on substantial evidence in the whole record of these proceedings, the Planning Commission finds that there is one significant project-specific and cumulative impact that would not be eliminated or reduced to an insignificant level by the mitigation measures listed in the MMRP. The FEIR/FEIS identifies this one significant and unavoidable impact on transportation and circulation.

The Planning Commission further finds based on the analysis contained within the FEIR/FEIS, other considerations in the record, and the significance criteria identified in the FEIR/FEIS, that feasible mitigation measures are not available to reduce the significant Project impact to less-than-significant levels, and thus this impact remains significant and unavoidable. The Commission also finds that, although measures were considered in the FEIR/FEIS that could reduce this significant impact, certain measures, as described in this Section IV below, are infeasible for reasons set forth below, and therefore this impact remains significant and unavoidable or potentially significant and unavoidable.

Thus, the following significant impact on the environment, as reflected in the FEIR/FEIS, is unavoidable. But, as more fully explained in Section VI, below, under Public Resources Code Section 21081(a)(3) and (b), and CEQA Guidelines 15091(a)(3), 15092(b)(2)(B), and 15093, the Planning Commission finds that this impact is acceptable for the legal, environmental, economic, social, technological and other benefits of the Project. This finding is supported by substantial evidence in the record of this proceeding.

The FEIR/FEIS identifies the following impact on transportation and circulation, for which no feasible mitigation measures were identified to reduce these impacts to less-than-significant levels:

Impact CC-TR-1 (Cumulative Effects on Level of Service): The proposed Project, in combination with past, present, and reasonably foreseeable future projects, could cause levels of service at local intersections to deteriorate and could conflict with applicable congestion management programs as well as plans, ordinances or policies establishing measures of effectiveness for the performance of the circulation system. Under the 2030 methodology, the proposed Project would have a significant impact at one intersection (#3 – Sunnydale Avenue / Schwerin Street) and its contribution would be cumulatively considered significant and unavoidable (for certain intersections) at five additional intersections (#4 – Sunnydale Avenue / Bayshore Boulevard; #6 – Geneva Avenue / Brookdale Avenue; #7 – Geneva Avenue / Santos Street; #9 – Geneva Avenue / Schwerin Street; #10 – Geneva Avenue / Bayshore Boulevard; and #11 – Visitacion Avenue / Bayshore Boulevard). However, improvement measures render the impacts at Intersection #6 less-than-significant. Under the 2040 methodology, the proposed Project would have a significant impact at one intersection (#1 – Sunnydale Avenue / Persia Street).

With respect to Intersection #3, under the 2030 methodology the proposed Project would cause the LOS on the worst approach to deteriorate from LOS C to LOS E, and the intersection would meet the Caltrans signal warrant under Cumulative Plus Project conditions. Implementation of Mitigation Measure M-CC-TR-1(a), which would include addition of a left-turn pocket on the westbound approach, would improve the LOS on the worst approach to LOS C and reduce cumulative traffic impacts to a less-than-significant level and therefore was considered. However, the feasibility of this measure was determined not to be known because the project sponsor does not have control over implementation of the measure. The San Francisco Municipal Transportation Agency (SFMTA) would have to further evaluate traffic circulation and volumes in the project area, and therefore the impact at this intersection would remain significant and unavoidable, due to the uncertainty of implementing this measure.

With respect to Intersection #4, under the 2030 methodology the proposed Project would cause the intersection operating condition to deteriorate from LOS E to F and would be therefore considered a significant traffic impact. Improvements such as providing additional traffic lanes were considered but are not feasible at this intersection because it would require substantial reduction in proposed sidewalk widths or bike lanes. There is no parking lane available in the immediate area of the intersection that would provide space for an additional travel lane. In addition, signal timing adjustments were

considered but would be infeasible due to integrated signal timing for traffic and transit on Bayshore Boulevard. Therefore, no feasible mitigation measures were identified, and impacts would remain significant and unavoidable.

With respect to Intersection #7, under the 2030 methodology the proposed Project would add 87 vehicles to the critical southbound left-turn (SBL) movement during the p.m. peak hour, which would more than double the SBL volume, and therefore would be considered a considerable contribution to this critical movement. Implementation of Mitigation Measure M-CC-TR-1(b), which would require the SFMTA to add a left-turn pocket at the intersection of Geneva Avenue and Santos Street on the southbound approach, would improve intersection operations. Signal timing adjustments would be infeasible due to coordinated signal timing on Geneva Avenue. Moreover, the project sponsor does not have control over implementation of the measure, and the SFMTA would have to further evaluate traffic circulation and volumes in the project area. Therefore, the mitigation measure is uncertain to be implemented. .

With respect to Intersection #9, under the 2030 methodology the proposed Project would add 232 vehicles to the critical westbound through (WBT) movement during the p.m. peak hour, approximately 7 percent of the WBT volume, and therefore would be considered a considerable contribution to this critical movement. Mitigation Measure M-CC-TR-1(c), which would require the SFMTA to add a right-turn pocket at intersection of Geneva Avenue and Schwerin Street on the westbound and southbound approaches, would improve intersection operations and reduce cumulative traffic impacts. The project sponsor does not have control over implementation of the measure, and the SFMTA would have to further evaluate traffic circulation and volumes in the project area before the measure could be implemented. The overall intersection operations even with this mitigation would remain at unacceptable levels mainly due to heavy increase in background traffic along Geneva Avenue. In addition, signal timing adjustments would be infeasible due to coordinated signal timing on Geneva Avenue, where changes in signal timing at one intersection would result in new impacts at another intersection. Moreover. Therefore, no feasible mitigation measures were identified, and the impact would remain significant and unavoidable.

With respect to Intersection #10, under the 2030 methodology the proposed Project would add 150 vehicles to the critical westbound through movement, 83 vehicles to the critical southbound right-turn movement, and 47 vehicles to the critical eastbound left-turn movement during the p.m. peak hour. That would constitute 9 percent, 8 percent, and 5 percent of the volume in each movement, respectively, and therefore would be considered a considerable contribution to these critical movements. Improvements such as providing additional traffic lanes are neither feasible nor recommended because it would require expansion of the roadway and substantial reduction in sidewalk widths. Signal timing adjustments are infeasible due to coordinated signal timing on Bayshore Boulevard. Therefore, the mitigation measure is uncertain to be implemented.

With respect to Intersection #11, under the 2030 methodology the proposed Project would cause the intersection operating conditions to deteriorate from LOS E to F and would therefore be considered a significant traffic impact. Improvements such as providing additional traffic lanes are not feasible because it would require substantial reduction in sidewalk widths. There is limited space for additional traffic lanes due to the bus zone on Visitacion Avenue, and a parking lane already has been removed along Bayshore Boulevard to maximize vehicle turning movements at the intersection. Signal timing adjustments are infeasible due to coordinated signal timing on Bayshore Boulevard. No feasible mitigation measures were identified; therefore, the impacts would remain significant and unavoidable.

Finally, with respect to Intersection #1, under the 2040 methodology, the proposed Project would cause the LOS on the worst approach to deteriorate from LOS C to LOS E, and the intersection would meet the Caltrans signal warrant under Cumulative Plus Project conditions. This would be considered a significant traffic impact. Improvements would entail adding a left-turn lane at the northbound approach on Sunnydale Avenue, which would improve operating conditions to LOS C. However, since the intersection of Sunnydale Avenue and Persia Street is located within the John McLaren Park, adding a left-turn lane at the northbound approach would require approval by the San Francisco Recreation and Park Commission and the SFMTA Board of Directors. The McLaren Park - Mansell Corridor Improvements project, planned by the SFRPD, would remove the existing pork chop at this intersection and add a pedestrian bulb-out at the southwest corner. This improvement is intended to increase the amount of usable park space in McLaren Park and shorten the intersection crossing distance for pedestrians. With implementation of the McLaren Park – Mansell Corridor Improvements project, the width of Sunnydale Avenue at the subject intersection would be too narrow to accommodate a standard left turn pocket in the northbound direction. As such, adding a left-turn lane at the northbound approach would not be feasible, and the impact would be significant and unavoidable.

V. EVALUATION OF PROJECT ALTERNATIVES

A. Alternatives Analyzed in the FEIR/FEIS

This section describes the alternatives analyzed in the Project FEIR/FEIS and the reasons for rejecting the alternatives as infeasible. CEQA mandates that an EIR evaluate a reasonable range of alternatives to the Project or the Project location that generally reduce or avoid potentially significant impacts of the Project. CEQA requires that every EIR also evaluate a “No Project” alternative. Alternatives provide a basis of comparison to the Project in terms of their significant impacts and their ability to meet project objectives. This comparative analysis is used to consider reasonable, potentially feasible options for minimizing environmental consequences of the Project.

The Planning Department considered a range of alternatives in Chapter 2 of the FEIR/FEIS. The FEIR/FEIS analyzed Alternative A: Reduced Development/Density Alternative; Alternative B: One-for-One Replacement Alternative; and Alternative C: No Project Alternative. Each alternative is discussed and analyzed in these findings, in addition to being analyzed in Chapter 2 of the FEIR/FEIS. The Planning Commission certifies that it has independently reviewed and considered the information on the alternatives provided in the FEIR/FEIS and in the record. The FEIR/FEIS reflects the Planning Commission’s and the City’s independent judgment as to the alternatives. The Planning Commission finds that the Project provides the best balance between satisfaction of Project objectives and mitigation of environmental impacts to the extent feasible, as described and analyzed in the FEIR/FEIS.

B. Reasons for Approving the Project

- To increase by approximately 925 units the number of overall dwelling units from what is currently located at the Project site in an area with a critical need for additional housing.
- To provide modern, upgraded public housing units to current residents and households of the Sunnydale and Velasco housing complexes.

- To increase the City's supply of affordable dwelling units by inclusion of up to 231 affordable housing units, for a total of up to 60 percent affordable housing over the entire Project.
- To rebuild and reconstruct the street ways, transit and utility infrastructure into a workable, transit-friendly design.
- To provide ground floor, neighborhood-serving retail space and inject much needed commercial opportunities.
- To provide up to 72,500 square feet of community service, recreational and educational facilities.
- To increase the number of community-centered open spaces by developing new parks and private open spaces, including a community garden, a farmer's market pavilion and secure outdoor courtyards within residential buildings.
- To construct streetscape improvements that encourage and enliven pedestrian activity.
- To construct a high-quality project with superior design and a sufficient number of dwelling units to produce a reasonable return on investment for the Project Sponsor and investors and attract investment capital and construction financing.
- To improve the architectural and urban design character of the Project site by replacing run-down structures with a high-quality residential project incorporating a superior design.
- To provide adequate parking and vehicular access to serve the needs of Project residents and their visitors.
- To ensure no loss of public housing units.

C. Evaluation of Project Alternatives

CEQA provides that alternatives analyzed in an EIR may be rejected if "specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible . . . the project alternatives identified in the EIR." (CEQA Guidelines § 15091(a)(3).) The Commission has reviewed each of the alternatives to the Project as described in the FEIR/FEIS that would reduce or avoid the impacts of the Project and finds that there is substantial evidence of specific economic, legal, social, technological and other considerations that make these alternatives infeasible, for the reasons set forth below.

In making these determinations, the Planning Commission is aware that CEQA defines "feasibility" to mean "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, legal, and technological factors." The Commission is also aware that under CEQA case law the concept of "feasibility" encompasses (i) the question of whether a particular alternative promotes the underlying goals and objectives of a project, and (ii) the question of whether an alternative is "desirable" from a policy standpoint to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, legal, and technological factors.

Alternative A: Reduced Development/Density Alternative

The Reduced Development/Density Alternative would retain a site plan similar to that of the proposed Project, but smaller in scale. This alternative would include up to 1,372 dwelling units in 34 new development blocks covering approximately 1,383,000 square feet of residential space. 852 of the dwelling units would be affordable, including the public housing replacement units. Additionally, there would be 77 affordable rental units and 520 market-rate for-sale units. Additionally, this alternative would include up to 16,000 square feet of neighborhood-serving retail, and up to 72,500 square feet of recreation, pavilion and community services, including a community center. This alternative would provide for 1,123 off-street parking spaces in underground and at-grade parking garages, and 481 on-street parking spaces and 654 bike parking spaces. The phasing and construction of the Reduced Development/Density Alternative would proceed on a similar schedule as the proposed Project.

The Planning Commission rejects the Reduced Development/Density Alternative as infeasible because it would fail to meet the Project Objectives and the City's policy objectives for the following reasons:

- 1) The Reduced Development/Density Alternative would limit the project to 1,372 dwelling units; whereas the proposed Project would provide 1,700 total units to the City's housing stock and maximize the creation of new residential units. The City's important policy objective is to increase the housing stock whenever possible to address a shortage of housing in the City.
- 2) The Reduced Development/Density Alternative would create a project that would not fully utilize this site for housing production, thereby not fully satisfying General Plan policies such as Housing Element Policies 1.1 and 1.4, among others. The alternative would not create a project that is consistent with and enhances the existing scale and urban design character of the area or furthers the City's housing policies to create more housing, particularly affordable housing opportunities.
- 3) The Reduced Development/Density Alternative would eliminate none of the significant and unavoidable impacts that the proposed Project faces, thereby not enhancing mitigation of environmental impacts for purposes of CEQA analysis.
- 4) The Reduced Development/Density Alternative would create a project with fewer housing units in an area well-served by transit, services and shopping and adjacent to employment opportunities which would then push demand for residential development to other sites in the City or the Bay Area. This would result in the Reduced Development/Density Alternative not meeting, to the same degree as the Project, the City's *Strategies to Address Greenhouse Gas Emissions* or CEQA and the Bay Area Air Quality Management District's ("BAAQMD") requirements for a GHG reductions, by not maximizing housing development in an area with abundant local and region-serving transit options.

For the foregoing reasons, the Planning Commission rejects the Reduced Development/Density Alternative as infeasible.

Alternative B: One-for-One Replacement Alternative

The FEIR/FEIS identified the One-for-One Replacement Alternative as the environmentally superior alternative.

The One-for-One Replacement Alternative would demolish all existing housing units at the Project site. The housing units would then be rebuilt using generally the same building pattern and street grid that currently exists, with updates as needed to comply with current Planning Code and Building Code requirements. As such, this alternative would reconstruct 775 affordable senior and family units, with replacements for the currently existing community facility and police substation. The project site's existing 430 off-street surface parking spaces and 452 on-street parking spaces would be replaced in approximately their current configurations. This alternative would provide bicycle parking spaces, the number of which would be determined through the Special Use District legislation. The existing public open space at the project site—including existing recreational facilities—would be replaced. The community center and child care uses would be located in the same locations as under existing conditions. Other amenities provided under the proposed Project, such as additional parks, retail facilities, and the Community Center, would not be provided as part of this alternative.

The Planning Commission rejects the One-for-One Replacement Alternative as infeasible because it would fail to meet the Project Objectives and City policy objections for the following reasons:

- 1) The One-for-One Replacement Alternative would limit the project to replacement of the 775 existing public housing units; whereas the proposed project would replace those public housing units while providing an additional 925 residential units to the City's housing stock and maximize the creation of new residential units, including new affordable units. The City's important policy objective is to increase the housing stock, particularly affordable housing, whenever possible to address a shortage of housing in the City.
- 2) The One-for-One Replacement Alternative would not meet many of the Project Sponsor's objectives, including increased employment opportunities, establishing physical and social connections with the larger Visitacion Valley neighborhood, building new safe streets and open spaces, and providing space for community-serving retail stores.
- 3) The One-for-One Replacement Alternative would not maximize the opportunity to reconfigure roadways and overall Project footprint to maximize the space available, or the opportunity to upgrade and resize water, wastewater, drainage, gas and electric, and other utility infrastructure within the existing Project site.
- 4) The One-for-One Replacement Alternative would create a project that would not fully utilize this site for housing production, thereby not fully satisfying General Plan policies such as Housing Element Policies 1.1 and 1.4, among others. While the One-for-One Replacement Alternative would ameliorate most (but not all) of the significant unavoidable impacts of the proposed project, the alternative would not create a project that is consistent with and enhances the existing scale and urban design character of the area or furthers the City's housing policies to create more housing, particularly affordable housing opportunities.

- 5) The One-for-One Replacement Alternative would create a project with fewer housing units in an area well-served by transit, services and shopping and adjacent to employment opportunities which would then push demand for residential development to other sites in the City or the Bay Area. This would result in the One-for-One Replacement Alternative not meeting, to the same degree as the Project, the City's *Strategies to Address Greenhouse Gas Emissions* or CEQA and the Bay Area Air Quality Management District's ("BAAQMD") requirements for a GHG reductions, by not maximizing housing development in an area with abundant local and region-serving transit options.

For the foregoing reasons, the Planning Commission rejects the One-for-One Replacement Alternative as infeasible.

Alternative C: No Action / No Project Alternative

Under the No Action / No Project Alternative, the Project Site would remain in its existing condition. Existing buildings and tenants would remain at the Project site and no new buildings or uses would be constructed. Baseline conditions described in detail for each environmental topic in Chapter 3, Affected Environment, would remain and none of the impacts associated with the Project would occur.

The existing 94 residential buildings in the Sunnydale and Velasco housing complexes, along with the existing community center and other ancillary buildings, would remain and continue operating as-is. Building heights on the site would not be changed. No open space would be developed within the site and no changes to streets or infrastructure would occur.

The Planning Commission rejects the No Action / No Project Alternative as infeasible because it would fail to meet the Project Objectives and the City's policy objectives for the following reasons:

- 1) The No Action / No Project Alternative would not meet any of the Project Sponsor's objectives;
- 2) The No Action / No Project Alternative would be inconsistent with key goals of the City's General Plan with respect to housing production. With no new housing created here and no construction, the No Action / No Project Alternative would not increase the City's housing stock of both market rate and affordable housing, would not create new job opportunities for construction workers, and would not expand the City's property tax base.
- 3) The No Action / No Project Alternative would leave the Project Site physically unchanged, and thus would not achieve any of the objectives regarding the redevelopment of a large underutilized site (primarily consisting of older buildings in need of significant repair and/or replacement), creation of a mixed-use project, contribution to regional housing needs, provision of affordable dwelling units, provision of publicly-accessible open space, and provision of new neighborhood services.

For the foregoing reasons, the Planning Commission rejects the No Action / No Project Alternative as infeasible.

VI. STATEMENT OF OVERRIDING CONSIDERATIONS

The Planning Commission finds that, notwithstanding the imposition of all feasible mitigation measures and alternatives, significant impacts related to Transportation and Circulation will remain significant and unavoidable. Pursuant to CEQA section 21081 and CEQA Guideline Section 15093, the Planning Commission hereby finds, after consideration of the Final EIR/EIS and the evidence in the record, that each of the specific overriding economic, legal, social, technological and other benefits of the Project as set forth below independently and collectively outweighs these significant and unavoidable impacts and is an overriding consideration warranting approval of the Project. Any one of the reasons for approval cited below is sufficient to justify approval of the Project. Thus, even if a court were to conclude that not every reason is supported by substantial evidence, the Commission will stand by its determination that each individual reason is sufficient. The substantial evidence supporting the various benefits can be found in the preceding findings, which are incorporated by reference into this Section, and in the documents found in the record, as defined in Section I. Further, the Planning Commission finds the Alternatives analyzed in the FEIR/FEIS but rejected for the reasons stated herein, further warrant approval of the Project.

On the basis of the above findings and the substantial evidence in the whole record of this proceeding, the Planning Commission specifically finds that there are significant benefits of the Project to support approval of the Project in spite of the unavoidable significant impacts, and therefore makes this Statement of Overriding Considerations. The Commission further finds that, as part of the process of obtaining Project approval, significant effects on the environment from implementation of the Project have been eliminated or substantially lessened where feasible. All mitigation measures proposed in the FEIR/FEIS and MMRP are adopted as part of the Approval Actions described in Section I, above.

Furthermore, the Commission has determined that any remaining significant effects on the environment found to be unavoidable are acceptable due to the following specific overriding economic, technological, legal, social and other considerations.

The Project will have the following benefits:

1. The Project would increase the number of units at the site from 775 to approximately 1,700, adding up to 925 new dwelling units to the City's housing stock.
2. In addition to the 925 new dwelling units, the Project would replace 775 public housing units, currently in various stages of decay, with new, modern, upgraded units for existing residents.
3. The Project would increase the stock of permanently affordable housing by creating up to approximately 231 units affordable to low-income households on-site (not including the 775 public housing units).
4. The Project site is currently underused and in various stages of decay, and the construction of up to 1,080 new housing units and a total of 1,700 units at this underutilized site will directly help to alleviate the City's housing shortage and lead to more affordable housing
5. The Project will increase the availability of open space, parks and community-serving retail uses in the area, fostering a sense of community.

6. In realigning current streets and constructing new streets, the Project will eliminate the physical isolation experienced by the current community and ensure that the new development is connected to the surrounding residential fabric and utility infrastructure.
7. The Project implements and fulfills the goals of the City's HOPE SF Initiative Program. The HOPE SF program has identified the need for redevelopment of the Sunnydale-Velasco housing development and has included it as a part of its program to revitalize distressed public housing developments in San Francisco. The Project site is comprised of two of the older public housing developments in San Francisco, Sunnydale housing complex and Velasco housing complex, and contains 775 units that are in various stages of physical decay. Together, these public housing developments house a population of hundreds of people, as well as a community center building. In addition to distressed and deteriorated housing, the development contains a poor street grid that isolates residents from the surrounding Visitacion Valley neighborhood. The Project would replace the deteriorated existing housing units and provide new infrastructure and other site improvements.
8. The Project promotes a number of General Plan Objectives and Policies, including Housing Element Policy 1.1, which provides that "Future housing policy and planning efforts must take into account the diverse needs for housing;" and Policies 11.1, 11.3 and 11.6, which "Support and respect the diverse and distinct character of San Francisco's Neighborhoods." San Francisco's housing policies and programs should provide strategies that promote housing at each income level, and furthermore identify sub-groups, such as middle income and extremely low income households that require specific housing policy. In addition to planning for affordability, the City should plan for housing that serves a variety of household types and sizes." The Project will provide a mix of housing types at this location, including approximately 150 affordable senior units, up to 858 affordable family units, and approximately 694 market-rate units, ranging from one to four bedrooms, increasing the diversity of housing types in this area of the City.
9. The Project meets the City's *Strategies to Address Greenhouse Gas Emissions* and the BAAQMD requirements for a GHG reductions by maximizing development on an infill site that is well-served by transit, services and shopping and is suited for dense residential development, where residents can commute and satisfy convenience needs without frequent use of a private automobile and is adjacent to employment opportunities, in an area with abundant local and region-serving transit options. The Project would leverage the site's location and proximity to transit by building a dense mixed use project that allows people to live and work close to transit sources.
10. The Project's design furthers Housing Element Policy 11.1, which provides that "The City should continue to improve design review to ensure that the review process results in good design that complements existing character."
11. The Project would construct a development that is in keeping with the scale, massing and density of other structures in the immediate vicinity.
12. The Project will create temporary construction jobs and permanent jobs in the retail and community services sectors. These jobs will provide employment opportunities for San

Francisco residents, promote the City's role as a commercial center, and provide additional payroll tax revenue to the City, providing direct and indirect economic benefits to the City.

13. The Project will substantially increase the assessed value of the Project Site, resulting in corresponding increases in tax revenue to the City.
14. The Project will contribute to ending the cycle of inter-generational poverty by implementing a robust social services program. (can we add a citation to substantial evidence within the record... "as set forth in..."?)

Having considered the above, the Planning Commission finds that the benefits of the Project outweigh the unavoidable adverse environmental effects identified in the FEIR/FEIS, and that those adverse environmental effects are therefore acceptable.

Sunnydale HOPE SF

Case No. 2010.0305 E GPA PCT PCM DEV GEN SHD

Attachment No. 3

General Plan Findings



SAN FRANCISCO PLANNING DEPARTMENT

Planning Commission Motion No.

SUNNYDALE GENERAL PLAN FINDINGS

HEARING DATE: NOVEMBER 17, 2016

Date: November 11, 2016
Case No.: 2010.0305 E GPA PCT PCM DEV GEN SHD
Project Address: **Sunnydale Hope SF Master Plan Project**
Zoning: RM-1 (Residential – Mixed, Moderate Density)
40-X Height and Bulk Districts
Block/Lot: Assessor's Block/Lots: 6356/ 061, 062, 063 ,064, 065, 066, 067 and 068; 6310/ 001; 6311/001; 6312/ 001; 6313/001; 6314/ 001; 6315/001
Project Sponsor: Mercy Housing and Related California
1360 Mission Street, #300
San Francisco, CA 94103

Staff Contact: Mat Snyder – (415) 575-6891
mathew.snyder@sfgov.org
Recommendation: Adopt Findings

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ADOPTING FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN OF THE CITY AND COUNTY OF SAN FRANCISCO AND WITH SECTION 101.1 OF THE CITY PLANNING CODE FOR THE SUNNYDALE HOPE SF MASTER PLAN PROJECT.

Preamble

San Francisco Charter Section 4.105 and Administrative Code Section 2A.53 of the Administrative Code requires General Plan referrals to the Planning Commission for certain matters so that the Commission may determine if such actions are in conformity with the General Plan and Section 101.1 of the Planning Code. Actions, including but not limited to legislative actions, subdivisions, right-of-way dedications and vacations, and the purchasing of property are required to be in conformity with the General Plan and Planning Code Section 101.1.

In 2008, Mercy Housing, ("Project Sponsor") was selected by the Mayor's Office of Housing and Community Development (hereinafter "MOHCD") (then, the Mayor's Office of Housing) and the San Francisco Housing Authority to work with the local Sunnydale and Velasco and surrounding Visitacion Valley communities to create a Master Plan for the complete redevelopment of the site that would not only include reconstructed Housing Authority units, but additional affordable units along with market rate units, neighborhood serving retail, community service, new parks and open space, and new streets and infrastructure ("The Sunnydale HOPE SF Master Plan Project" or "Project"). As a part of the HOPE SF selection process, the Project Sponsor was also selected to act as the Master Developer for the Project.

HOPE SF is the nation's first large-scale public housing transformation collaborative aimed at disrupting intergenerational poverty, reducing social isolation, and creating vibrant mixed-income communities without mass displacement of current residents. Launched in 2007, HOPE SF is a twenty-

year human and real estate capital commitment by the City. HOPE SF, the City's signature anti-poverty and equity initiative, is committed to breaking intergenerational patterns related to the insidious impacts of trauma and poverty, and to creating economic and social opportunities for current public housing residents through deep investment in education, economic mobility, health and safety.

The Sunnydale HOPE SF Master Plan Project ("The Project") is a 50-acre site located in the Visitacion Valley neighborhood and is generally bounded by McLaren Park to the north, Crocker Amazon Park to the west, Hahn Street to the East and Velasco to the south. The San Francisco Housing Authority currently owns and operates 775 units on approximately 50 acres (including streets) site. The site currently consists of 775 affordable units and is owned and operated by the San Francisco Housing Authority.

As the selected Master Developer, the Project Sponsor applied to the Planning Department to enter a Development Agreement with the City under Administrative Code Chapter 56. The Project Sponsor also submitted an application for environmental review. On December 12, 2012, the Department issued a Notice of Preparation of an Environmental Impact Report ("NOP") for the Project. On December 19, 2014, the Department published the Draft Environmental Impact Report / Draft Environmental Impact Statement ("DEIR/DEIS") for the Project and provided public notice in a newspaper of general circulation of the availability of the DEIR/DEIS for public review and comment. The DEIR/DEIS was available for public comment from December 12, 2014 through February 17, 2015. The Planning Commission held a public hearing on January 22, 2015 on the DEIR/DEIS at a regularly scheduled meeting to solicit public comment regarding the DEIR/DEIS.

The Department prepared responses to comments on environmental issues received at the public hearing and in writing during the public review period for the DEIR/DEIS, prepared revisions to the text of the DEIR/DEIS in response to comments received or based on additional information that became available during the public review period. This material was presented in a Response to Comments document, published on June 24, 2015, distributed to the Planning Commission and all parties who commented on the DEIR/DEIS, and made available to others upon request at the Department.

A Final Environmental Impact Report / Final Environmental Impact Statement ("FEIR/FEIS" or "Final EIR/EIS") was prepared by the Department, consisting of the Draft EIR/EIS and the Response to Comments document.

On July 9, 2015, the Planning Commission reviewed and considered the Final EIR/EIS and found that the contents of the report and the procedures through which the Final EIR/EIS was prepared, publicized, and reviewed complied with the California Environmental Quality Act (California Public Resources Code section 21000 et seq.) ("CEQA"), 14 California Code of Regulations sections 15000 et seq. ("CEQA Guidelines"), and Chapter 31 of the San Francisco Administrative Code ("Chapter 31").

The Commission found the Final EIR/EIS was adequate, accurate and objective, reflected the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR/EIS, and approved the Final EIR/EIS for the Project in compliance with CEQA, the CEQA Guidelines and Chapter 31.

The Planning Department, Jonas P. Ionin, is the custodian of records, located in the File for Case No. 2010.0305E, at 1650 Mission Street, Fourth Floor, San Francisco, California.

Department staff prepared a Mitigation Monitoring and Reporting Program ("MMRP") for the Project and these materials were made available to the public and this Commission for this Commission's review, consideration and action.

On September 15, 2016, the Planning Commission adopted Resolution No. 19738 initiating General Plan amendments to further the Project. The initiated amendments would (1) amend Map 4 of the Urban Design Element, "Urban Design Guidelines for the Heights of Buildings", by designating the Sunnydale site within the 40-88 height designation area; and (2) amend Map 03 of the Recreation and Open Space Element, "Existing and Proposed Parks and Open Space", providing indications of the new parks within the site on the map.

On October 24, 2016, the Board of Supervisors initiated Planning Code Text and Map amendments that would create the Sunnydale HOPE SF Special Use District ("SUD") and provisions regarding it. The Map amendments would map the subject site within the SUD and within a 40/65-X Height and Bulk District.

By this action, the Planning Commission adopts General Plan Consistency findings, including a finding that the Project, as identified in the Final EIR, is consistent with Planning Code Section 101.1.

Other than those actions described above, several actions will be required for the project over its multi-year buildout. These actions include but are not limited to approval of subdivisions, right-of-way dedications and vacations.

The Planning Commission wishes to facilitate the physical, environmental, social and economic revitalization of Project site, using the legal tools available through the Planning and Administrative Codes, while creating jobs, housing and open space in a safe, pleasant, attractive and livable mixed use neighborhood that is linked rationally to adjacent neighborhoods. The Commission wishes to enable implementing actions.

The Sunnydale HOPE SF Master Plan Project provides for a type of development, intensity of development and location of development that is consistent with the overall goals and objectives and policies of the General Plan as well as the Eight Priority Policies of Section 101.1, as expressed in the findings contained in Attachment A to this resolution.

Motion No.
Hearing Date: November 17, 2016

Case No: 2010.0515ETZ / GPR
2010.0305 E GPA PCT PCM DEV GEN SHD

NOW, THEREFORE, BE IT RESOLVED, That the Planning Commission hereby adopts the CEQA Findings set forth in Motion No. [] and finds that the Project and approval actions thereto are consistent with the General Plan, and with Section 101.1 of the Planning Code as described in Attachment A to this Resolution.

I hereby certify that the foregoing Resolution was ADOPTED by the San Francisco Planning Commission on November 17, 2016.

Jonas Ionin
Commission Secretary

AYES:

NOES:

ABSENT:

Attachment A

To Planning Commission Motion No.

Case No. 2010.0305 E GPA PCT PCM DEV GEN SHD

The Sunnydale HOPE SF Master Plan Project General Plan Findings

and

Planning Code Section 101.1 Findings

The following constitute findings that the Sunnydale HOPE SF Master Plan Project (Project) and approval actions thereto are, on balance, consistent with the General Plan and Planning Code Section 101.1. The SUNNYDALE Master Plan Project is described within the Final EIR, Certified by the Planning Commission on July 9, 2015, with Planning Commission Motion No. 19409.

Approval actions that will be required to implement the Project include, but are not limited to: (1) Adoption of General Plan, Planning Code Text, and Map Amendments that would establish a Sunnydale HOPE SF Special Use District and associated Design Standards and Guidelines Document, and would increase heights in some locations; (2) Approval of a Development Agreement between the City of County of San Francisco, the Master Developer, and the San Francisco Housing Authority; (3) shadow impact findings; and (4) various mapping, street vacation and street dedication actions; and (5) the purchase of the site at Sunnydale and Hahn for the development of affordable housing.

HOUSING ELEMENT

The principle objectives of the Housing Element are to provide new housing; retain the existing supply; enhance physical conditions and safety without jeopardizing use or affordability; support affordable housing production by increasing site availability and capacity; increase the effectiveness and efficiency of the affordable housing production system; protect the affordability of existing housing; expand financial resources for permanently affordable housing; ensure equal access; avoid or mitigate hardships imposed by displacement; reduce homelessness and the risk of homelessness in coordination with relevant agencies and providers; pursue place making and neighborhood building principles in increasing the supply of housing; and strengthen citywide affordable housing programs through coordinated regional and state efforts.

The Project is consistent with and implements the following objectives and policies of the Housing Element:

OBJECTIVE 1	Identify and make available for development adequate sites to meet the City's housing needs, especially permanently affordable housing.
POLICY 1.1	Plan for the full range of housing needs in the City and County of San Francisco, especially affordable housing.
POLICY 1.3	Work proactively to identify and secure opportunity sites for permanently affordable housing.
Objective 4	Foster a housing stock that meets the needs of all residents across lifecycles.
POLICY 4.1	Develop new housing, and encourage the remodeling of existing housing, for families with children.
POLICY 4.2	Provide a range of housing options for residents with special needs for housing support and services.
POLICY 4.5	Ensure that new permanently affordable housing is located in all of the city's neighborhoods, and encourage integrated neighborhoods, with a diversity of unit types provided at a range of income levels.
Objective 5	Ensure that all residents have equal access to available units.
POLICY 5.5	Minimize the hardships of displacement by providing essential relocation services.
POLICY 5.6	Offer displaced households the right of first refusal to occupy replacement housing units that are comparable in size, location, cost, and rent control protection.
Objective 7	Secure funding and resources for permanently affordable housing, including innovative programs that are not solely reliant on traditional mechanisms or capital.
POLICY 7.5	Encourage the production of affordable housing through process and zoning accommodations, and prioritize affordable housing in the review and approval processes.

Objective 8	Build public and private sector capacity to support, facilitate, provide and maintain affordable housing.
POLICY 8.1	Support the production and management of permanently affordable housing.
POLICY 8.3	Generate greater public awareness about the quality and character of affordable housing projects and generate communitywide support for new affordable housing.
Objective 9	Preserve units subsidized by the federal, state or local sources.
POLICY 9.3	Maintain and improve the condition of the existing supply of public housing, through programs such as HOPE SF.
POLICY 11.1	Promote the construction and rehabilitation of well-designed housing that emphasizes beauty, flexibility, and innovative design, and respects existing neighborhood character.
POLICY 11.2	Ensure implementation of accepted design standards in project approvals.
POLICY 11.3	Ensure growth is accommodated without substantially and adversely impacting existing residential neighborhood character.
POLICY 11.6	Foster a sense of community through architectural design, using features that promote community interaction.
Objective 12	Balance housing growth with adequate infrastructure that serves the City's growing population.
POLICY 12.1	Encourage new housing that relies on transit use and environmentally sustainable patterns of movement.
POLICY 12.2	Consider the proximity of quality of life elements, such as open space, child care, and neighborhood services, when developing new housing units.
POLICY 12.3	Ensure new housing is sustainably supported by the City's public infrastructure systems.

The Hope SF initiative, including the Sunnydale Hope SF Master Development Project, is a central affordable housing and community development program for the City and County of San Francisco. Through the Hope SF initiative, existing affordable housing sites for very low income residents will be rebuilt with better connected mixed-income, complete neighborhoods that increase the permanent affordable housing stock of the City as well as provides a range of housing options for residents with special needs and for a range of income levels.

The Sunnydale HOPE SF Master Development Project will take advantage of the underutilized site to create both additional affordable housing and market rate housing thereby furthering Policies 1.1 and 1.4 provided above. The Sunnydale HOPE SF Master Development Project will seek to minimize displacement of existing residents and will provide essential relocation services that include maintenance of subsidized housing opportunities and the right to return as provided in the Right to Return Ordinance. The proposed funding of this large scale project is creative and leverages extensive public and private sources of capital. The project will receive zoning and priority approval processes to encourage the production of affordable housing.

The high visibility of this project will increase capacity of builders and owners of affordable and mixed income communities as well as raise greater public awareness of the high quality design and character of affordable housing. Policy 9.3 specifically names HOPE SF as leading initiative to maintain and improve the condition of existing supply of public housing in the Plan Area. As a site that is currently well under the Planning Code's density limit, the Hope SF also looks to take advantage of the additional allowed density to construct both affordable and market-rate units. The market-rate development will both create a mixed-income neighborhood and will cross-subsidizing the cost of reconstructing the existing dilapidated affordable housing. Also central to the Hope SF initiative, is the construction of new infrastructure including new streets and parks that meet -- and in some cases exceed -- current City standards for ecological performance, safety, and comfort.

COMMERCE AND INDUSTRY

The principle objectives for Commerce & Industry are to manage economic growth and change, maintain a sound and diverse economic base and fiscal structure, provide expanded employment opportunities for city residents particularly the unemployed and underemployed in a wide range of fields and levels, improve viability of existing businesses as well as attract new businesses – particularly in new industries, and assure entrepreneurial opportunities for local businesses.

The following objectives and policies are relevant to the Project:

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| OBJECTIVE 6 | MAINTAIN AND STRENGTHEN VIABLE NEIGHBORHOOD COMMERCIAL AREAS EASILY ACCESSIBLE TO CITY RESIDENTS. |
| POLICY 6.1 | Ensure and encourage the retention and provision of neighborhood-serving goods and services in the city's neighborhood commercial districts, while recognizing and encouraging diversity among the districts. |
| POLICY 6.2 | Promote economically vital neighborhood commercial districts which foster small business enterprises and entrepreneurship and which are responsive to economic and technological innovation in the marketplace and society. |
| POLICY 6.4 | Encourage the location of neighborhood shopping areas throughout the city so that essential retail goods and personal services are accessible to all residents. |
| POLICY 6.7 | Promote high quality urban design on commercial streets. |

The Project meets and furthers the Objectives and Policies of the Commerce and Industry Element by reinforcing the typical San Francisco pattern of including resident serving uses along with residential development. The Project will generally permit small scale retail and community related uses throughout and requiring ground floor non-residential uses on a portion of Sunnydale and Hawn Streets, which will serve as a part of the neighborhood's "Hub". Design and Land Use regulations for the development will require that neighborhood commercial retail be established in a pedestrian-oriented active environment typical of San Francisco neighborhoods and specifically called for in the Commerce and Industry Element. The possible provision of retail space will provide entrepreneurial opportunities for local residents and workers. Of course, new development will provide construction business opportunities, especially with outreach to small businesses through the City's SBE program, along with opportunities for property management and maintenance.

RECREATION AND OPEN SPACE ELEMENT

The principle objectives of the Recreation and Open Space Element are to preserve large areas of open space sufficient to meet the long-range needs of the Bay Region, develop and maintain a diversified and balanced citywide system of high quality public open space, provide a continuous public open space along the shoreline, and provide opportunities for recreation and the enjoyment of open space in every neighborhood.

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| OBJECTIVE 1 | ENSURE A WELL-MAINTAINED, HIGHLY UTILIZED, AND INTEGRATED OPEN SPACE SYSTEM |
| POLICY 1.1 | Encourage the dynamic and flexible use of existing open spaces and promote a variety of recreation and open space uses, where appropriate. |
| POLICY 1.11 | Encourage private recreational facilities on private land that provide a community benefit, particularly to low and moderate-income residents. |
| OBJECTIVE 2 | INCREASE RECREATION AND OPEN SPACE TO MEET THE LONG-TERM NEEDS OF THE CITY AND BAY REGION |
| POLICY 2.7 | Expand partnerships among open space agencies, transit agencies, private sector and nonprofit institutions to acquire, develop and/or manage existing open spaces. |
| POLICY 2.8 | Consider repurposing underutilized City-owned properties as open space and recreational facilities. |
| OBJECTIVE 3 | IMPROVE ACCESS AND CONNECTIVITY TO OPEN SPACE |
| POLICY 3.1 | Creatively develop existing publicly-owned right-of-ways and streets into open space. |
| POLICY 3.2 | Establish and Implement a network of Green Connections that increases access to parks, open spaces, and the waterfront. |
| POLICY 3.6 | Maintain, restore, expand and fund the urban forest. |

The Project meets and furthers the Objectives and Policies of the Recreation and Open Space by creating a new street and open space network within an area that is currently characterized by wide disconnected streets, steep unoccupied terrain, and lack of recreational opportunities. Altogether, 3.5 acres of new parks and open space are proposed for the site. Further, the new street network will improve connectivity from existing residential neighborhoods, parks and open spaces.

TRANSPORTATION ELEMENT

The Transportation Element is largely concerned with the movement of people and goods. It addresses the need for multi-modal streets and facilities, implementation of the City's transit-first policy, the need to limit parking and auto capacity on the roads, and ways to incentivize travel by transit, bike and by foot. It also addresses the relationship between transportation and land use and how the two should be coordinated to reduce the need for auto trips.

The following objectives and policies are relevant to the Project:

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| OBJECTIVE 1 | MEET THE NEEDS OF ALL RESIDENTS AND VISITORS FOR SAFE, CONVENIENT AND INEXPENSIVE TRAVEL WITHIN SAN FRANCISCO AND BETWEEN THE CITY AND OTHER PARTS OF THE REGION WHILE MAINTAINING THE HIGH QUALITY LIVING ENVIRONMENT OF THE BAY AREA. |
| POLICY 1.2 | Ensure the safety and comfort of pedestrians throughout the city. |
| POLICY 1. 6 | Ensure choices among modes of travel and accommodate each mode when and where it is most appropriate. |
| POLICY 2.5 | Provide incentives for the use of transit, carpools, vanpools, walking and bicycling and reduce the need for new or expanded automobile and automobile parking facilities. |
| OBJECTIVE 18 | ESTABLISH A STREET HIERARCHY SYSTEM IN WHICH THE FUNCTION AND DESIGN OF EACH STREET ARE CONSISTENT WITH THE CHARACTER AND USE OF ADJACENT LAND. |
| POLICY 18.2 | Design streets for a level of traffic that serves, but will not cause a detrimental impact on adjacent land uses, or eliminate the efficient and safe movement of transit vehicles and bicycles. |
| POLICY 18.4 | Discourage high-speed through traffic on local streets in residential areas through traffic "calming" measures that are designed not to disrupt transit service or bicycle movement, including: <ul style="list-style-type: none">• Sidewalk bulbs and widenings at intersections and street entrances;• Lane off-sets and traffic bumps; |

- Narrowed traffic lanes with trees, landscaping and seating areas; and
- colored and/or textured sidewalks and crosswalks.

POLICY 20.5 Place and maintain all sidewalk elements, including passenger shelters, benches, trees, newsracks, kiosks, toilets, and utilities at appropriate transit stops according to established guidelines.

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

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

POLICY 23.2 Widen sidewalks where intensive commercial, recreational, or institutional activity is present, sidewalks are congested and where residential densities are high.

POLICY 23.3 Maintain a strong presumption against reducing sidewalk widths, eliminating crosswalks and forcing indirect crossings to accommodate automobile traffic.

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

OBJECTIVE 24 IMPROVE THE AMBIENCE OF THE PEDESTRIAN ENVIRONMENT.

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

POLICY 24.3 Install pedestrian-serving street furniture where appropriate.

POLICY 24.5 Where consistent with transportation needs, transform streets and alleys into neighborhood-serving open spaces or "living streets", especially in neighborhoods deficient in open space.

OBJECTIVE 26 CONSIDER THE SIDEWALK AREA AS AN IMPORTANT ELEMENT IN THE CITYWIDE OPEN SPACE SYSTEM.

- OBJECTIVE 27 ENSURE THAT BICYCLES CAN BE USED SAFELY AND
CONVENIENTLY AS A PRIMARY MEANS OF TRANSPORTATION, AS
WELL AS FOR RECREATIONAL PURPOSES.
- OBJECTIVE 28 PROVIDE SECURE AND CONVENIENT PARKING FACILITIES FOR
BICYCLES.
- POLICY 28.1 Provide secure bicycle parking in new governmental, commercial, and
residential developments.
- OBJECTIVE 34 RELATE THE AMOUNT OF PARKING IN RESIDENTIAL AREAS AND
NEIGHBORHOOD COMMERCIAL DISTRICTS TO THE CAPACITY OF
THE CITY'S STREET SYSTEM AND LAND USE PATTERNS.
- POLICY 34.3 Permit minimal or reduced off-street parking supply for new buildings in
residential and commercial areas adjacent to transit centers and along
transit preferential streets.
- OBJECTIVE 35 MEET SHORT-TERM PARKING NEEDS IN NEIGHBORHOOD
SHOPPING DISTRICTS CONSISTENT WITH PRESERVATION OF A
DESIRABLE ENVIRONMENT FOR PEDESTRIANS AND RESIDENTS.

The Project meets and furthers the Objectives and Policies of the Transportation Element by requiring the creation of a new fine-grained street grid in place of the curvilinear configured and disconnected street and block pattern that exists today. The Project accommodates the creation of a new mixed-use predominately development in a pattern that encourages walking and using transit. The Project also calls for streetscape improvements that will calm auto traffic while assuring pedestrian and bicyclist comfort and enjoyment.

URBAN DESIGN ELEMENT

The Urban Design Element addresses the physical character and order of the City. It establishes objectives and policies dealing with the city pattern, conservation (both of natural areas and historic structures), major new developments, and neighborhood environment. It discusses meeting “human needs”, largely by assuring quality living environments, and by protecting and enhancing those characteristics of development that make San Francisco special.

The following objectives and policies are relevant to the Project:

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| OBJECTIVE 1 | EMPHASIS OF THE CHARACTERISTIC PATTERN WHICH GIVES TO THE CITY AND ITS NEIGHBORHOODS AN IMAGE, A SENSE OF PURPOSE, AND A MEANS OF ORIENTATION. |
| POLICY 1.1 | Recognize and protect major views in the city, with particular attention to those of open space and water. |
| POLICY 1.2 | Recognize, protect and reinforce the existing street pattern, especially as it is related to topography. |
| POLICY 1.3 | Recognize that buildings, when seen together, produce a total effect that characterizes the city and its districts. |
| POLICY 1.5 | Emphasize the special nature of each district through distinctive landscaping and other features. |
| POLICY 1.6 | Make centers of activity more prominent through design of street features and by other means. |
| POLICY 1.7 | Recognize the natural boundaries of districts, and promote connections between districts. |
| POLICY 2.9 | Review proposals for the giving up of street areas in terms of all the public values that streets afford. |
| POLICY 2.10 | Permit release of street areas, where such release is warranted, only in the least extensive and least permanent manner appropriate to each case. |
| OBJECTIVE 3 | MODERATION OF MAJOR NEW DEVELOPMENT TO COMPLEMENT THE CITY PATTERN, THE RESOURCES TO BE CONSERVED, AND THE NEIGHBORHOOD ENVIRONMENT. |

- POLICY 3.3 Promote efforts to achieve high quality of design for buildings to be constructed at prominent locations.
- POLICY 3.4 Promote building forms that will respect and improve the integrity of open spaces and other public areas.
- POLICY 3.5 Relate the height of buildings to important attributes of the city pattern and to the height and character of existing development.
- POLICY 3.7 Recognize the special urban design problems posed in development of large properties.
- POLICY 3.8 Discourage accumulation and development of large properties, unless such development is carefully designed with respect to its impact upon the surrounding area and upon the city.
- OBJECTIVE 4 IMPROVEMENT OF THE NEIGHBORHOOD ENVIRONMENT TO INCREASE PERSONAL SAFETY, COMFORT, PRIDE AND OPPORTUNITY .
- POLICY 4.3 Provide adequate lighting in public areas.
- POLICY 4.4 Design walkways and parking facilities to minimize danger to pedestrians.
- POLICY 4.5 Provide adequate maintenance for public areas.
- POLICY 4.6 Emphasize the importance of local centers providing commercial and government services.
- POLICY 4.8 Provide convenient access to a variety of recreation opportunities.
- POLICY 4.10 Encourage or require the provision of recreation space in private development.
- POLICY 4.12 Install, promote and maintain landscaping in public and private areas.
- POLICY 4.13 Improve pedestrian areas by providing human scale and interest.

On balance, the Project is consistent with and furthers the Urban Design Element. The project enables the establishment of a new vibrant mixed-use-predominately-residential neighborhood on currently underutilized land. The Project will connect to the Visitacion Valley street grid and block pattern where

it currently does not today, thereby reinforcing Visitacion Valley's street pattern. The Project's compact urban development of modulated buildings will step along the site's topography; open spaces and green streets will punctuate the new block pattern. Taken together, these characteristics will enable the revitalized Sunnydale Hope SF neighborhood to be both individually distinctive and better integrated into the larger Visitacion Valley neighborhood. Streets will be designed to Better Streets standards and will be safe, comfortable, and inviting. While the proposal includes allowing heights of buildings to be as tall as 65-feet at some locations (taller than what's allowed within other residential portions of Visitacion Valley), design standards will require that they be broken down both vertically and horizontally and be designed to the human scale. The portion of the site that allows the tallest heights will be reserved for the center of the neighborhood's planned commercial and community-serving center, thereby demarking the Project's civic heart. While the view across the site will change in nature with additional buildings in the foreground, other views will be improved and protected by aligning new streets with existing streets allowing continual views down them and assuring they are not blocked in the future. On balance, the urban design character of the site will be significantly improved; therefore, the Project is consistent with the Urban Design Element.

ENVIRONMENTAL PROTECTION ELEMENT

The Environmental Protection Element is concerned with protecting the natural environment within San Francisco's urban context. The element provides objectives and policies for the following topics: the Bay, ocean and shoreline, air, fresh water, land, flora and fauna, transportation noise, and energy.

The following objectives and policies are relevant to the Project:

OBJECTIVE 1 ACHIEVE A PROPER BALANCE AMONG THE CONSERVATION, UTILIZATION, AND DEVELOPMENT OF SAN FRANCISCO'S NATURAL RESOURCES.

Policy 1.4 Assure that all new development meets strict environmental quality standards and recognizes human needs.

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

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

The Project is consistent with and implements the Environmental Protection Element in that it calls for mixed-use, moderate density, transit-friendly, sustainable development. The Project and all related City approvals are consistent with the Environmental Protection Element as the Project satisfies and implements the preponderance of Element's objectives and policies: the Project furthers the Element's emphasis on the need for compact, and sustainable development.

COMMUNITY FACILITIES ELEMENT

The Community Facilities element addresses police facilities, neighborhood center facilities, fire facilities, library facilities, public health facilities, and touches upon educational facilities, institutional facilities (colleges, etc.) wastewater facilities, and solid waste facilities.

The following objectives and policies are relevant to the Project:

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

POLICY 3.6 Base priority for the development of neighborhood centers on relative
need.

OBJECTIVE 4 PROVIDE NEIGHBORHOOD CENTERS THAT ARE RESPONSIVE TO
THE COMMUNITY SERVED.

POLICY 4.1 Assure effective neighborhood participation in the initial planning,
ongoing programming, and activities of multi-purpose neighborhood
centers

The Project is consistent with and implements the Community Facilities Element. The Project allows for community serving uses on the ground floor throughout the development. A community center and senior housing development is planned for "The Hub" portion of the site, that among other community-based uses will include child care. Whether or not community uses will eventually establish themselves in other permitted locations will depend on community needs and demands as well as broader market factors as the Project gets built out.

PUBLIC SAFETY ELEMENT

- OBJECTIVE 2 REDUCE STRUCTURAL AND NON-STRUCTURAL HAZARDS TO LIFE SAFETY, MINIMIZE PROPERTY DAMAGE AND RESULTING SOCIAL, CULTURAL AND ECONOMIC DISLOCATIONS RESULTING FROM FUTURE DISASTERS.
- POLICY 2.1 Assure that new construction meets current structural and life safety standards.
- POLICY 2.3 Consider site soils conditions when reviewing projects in areas subject to liquefaction or slope instability.
- POLICY 2.9 Consider information about geologic hazards whenever City decisions that will influence land use, building density, building configurations or infrastructure are made.
- POLICY 2.12 Enforce state and local codes that regulate the use, storage and transportation of hazardous materials in order to prevent, contain and effectively respond to accidental releases.

The Project is consistent with and implements the Community Safety Element. All improvements, including infrastructure, buildings and open space improvements will be constructed to local seismic standards, taking into account, among other considerations, the geological condition of the soil and where applicable, any remediation activity.

AIR QUALITY ELEMENT

The Air Quality Element is concerned, in part, with reducing the level of pollutants in the air, thus protecting and improving public health, welfare and the quality of life of the citizens of San Francisco and the residents of the metropolitan region. It emphasizes that opportunities for economic growth in the area can be enhanced through implementation of transportation, land use and other policies in harmony with clean air goals.

The following objectives and policies are relevant to the Project:

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| OBJECTIVE 3 | DECREASE THE AIR QUALITY IMPACTS OF DEVELOPMENT BY COORDINATION OF LAND USE AND TRANSPORTATION DECISIONS. |
| POLICY 3.1 | Take advantage of the high density development in San Francisco to improve the transit infrastructure and also encourage high density and compact development where an extensive transportation infrastructure exists. |
| POLICY 3.2 | Encourage mixed land use development near transit lines and provide retail and other types of service oriented uses within walking distance to minimize automobile dependent development. |
| POLICY 3.6 | Link land use decision making policies to the availability of transit and consider the impacts of these policies on the local and regional transportation system. |
| POLICY 3.9 | Encourage and require planting of trees in conjunction with new development to enhance pedestrian environment and select species of trees that optimize achievement of air quality goals |

The Project is consistent with and implements the Air Quality Element in that it calls for mixed-use predominately residential, moderate density, sustainable development that will enable efficient use of land and encourage travel by transit and by foot, thereby reducing auto use. The Project will be built to LEED Neighborhood Development standards. The Project is consistent with the Air Quality Element because it satisfies and implements the preponderance of Element's objectives and policies; most importantly, the Project furthers the Element's emphasis on efficient and compact development.

General Plan Priority Finding

(Planning Code Section 101.1 Findings)

Planning Code Section 101.1(b) establishes eight priority policies and is a basis by which differences between competing policies in the General Plan are resolved. As described below, the Project is consistent with the eight priority policies set forth in Planning Code Section 101.1(b).

1. That existing neighborhood serving retail uses be preserved and enhanced and future opportunities for resident employment in or ownership of such businesses enhanced.

The Project will preserve and enhance existing neighborhood serving retail uses. The Project would potentially accommodate roughly 15,000 square feet of new retail uses. The retail uses are envisioned to be local serving. The project does not include the removal of any existing neighborhood serving retail and is not expected to unduly compete against long established Visitacion Valley neighborhood commercial districts along Leland Avenue.

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

The Project accommodates new development on land that is underutilized and improvements that are dilapidated. While it would remove existing housing, the housing will be replaced by significantly improved housing in a neighborhood pattern much more similar to the rest of Visitacion Valley than what exists today. Existing tenants will be actively engaged in the relocation planning process and will be offered on-site relocation opportunities as part of a larger community building strategy employed by HOPE SF to preserve the cultural and economic diversity of the neighborhood. . Outside of the boundaries of the Housing Authority site

3. That the City's supply of affordable housing be preserved and enhanced.

The Project is a part of the Hope SF, the Mayor's signature anti-poverty initiative aimed at eradicating intergenerational poverty. As noted above, existing affordable units will be demolished and replaced with significantly improved units at the same affordable levels as the units removed. Along with replacement units for extremely low income households, about 295 additional affordable units for low income households are also proposed.

4. That commuter traffic not impede MUNI transit service or overburden our streets or neighborhood parking.

The Project anticipates and accommodates new transit as planned through the City's Muni Forward Project. Design of streets and bus stops will include bus bulbs and bus shelters; street cross sections and corner design will assure sufficient space for bus travel. Moreover, the Project includes the creation of a pedestrian-oriented street and open space network that will encourage alternative modes of transportation. The Project will provide less than one-to-one parking, further encouraging travel by other modes of travel other than by single-occupancy vehicle.

5. That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for resident employment and ownership in these sectors be enhanced.

The Project would not adversely affect the industrial sector or service sectors. No such uses would be displaced by the Project. Construction activity generated by the Project, however, will support these sectors.

6. That the City achieves the greatest possible preparedness to protect against injury and loss of life in an earthquake.

All new construction would be subject to the City's Building Code, Fire Code and other applicable safety standards. Thus, the Project would improve preparedness against injury and loss of life in an earthquake by prompting development that would comply with applicable safety standards.

7. That landmarks and historic buildings be preserved.

The Project would not accommodate the removal, demolition, or of any known landmark or historic building.

8. That our parks and open space and their access to sunlight and vistas be protected from development.

On balance, the Project would improve the City's open space and park system and would not adversely effect parks access to sunlight and vistas. The project includes providing roughly 3.5 acres of additional parks to the City's overall park system. The site is immediately adjacent to and downslope to Herz Playground and McLaren Park. Because the proposal does include constructing buildings immediately across the street from the park, new shadows will be created on the park.. However, the EIR has shown that the new shadows would not cause a significant adverse effect. Given that additional parks and accessible green space is being added by the

Project, and the impacts of the proposed development on Herz Playground and McLaren Park are limited, on balance, the Project is consistent with this General Plan Priority Finding.

Sunnydale HOPE SF

Case No. 2010.0305 E GPA PCT PCM DEV GEN SHD

Attachment No. 4

General Plan Amendments



SAN FRANCISCO PLANNING DEPARTMENT

DRAFT Planning Commission Resolution No. Sunnydale - General Plan Amendments

HEARING DATE: NOVEMBER 17, 2016

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

Reception:
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415.558.6409

Planning
Information:
415.558.6377

Date: November 11, 2016
Case No.: 2010.0305 E GPA PCT PCM DEV GEN SHD
Project Address: **Sunnydale Hope SF Master Plan Project**
Zoning: RM-1 (Residential – Mixed, Moderate Density)
40-X Height and Bulk Districts
Block/Lot: Assessor's Block/Lots: 6356/ 061, 062, 063 ,064, 065, 066, 067 and 068; 6310/
001; 6311/001; 6312/ 001; 6313/001; 6314/ 001; 6315/001
Project Sponsor: Mercy Housing
1360 Mission Street, #300
San Francisco, CA 94103
Staff Contact: Mat Snyder – (415) 575-6891
mathew.snyder@sfgov.org

Recommendation: Approve Amendments

APPROVING AMENDMENTS TO MAP 03, "EXISTING AND PROPOSED OPEN SPACE" OF THE RECREATION AND OPEN SPACE ELEMENT; AND MAP 4, "URBAN DESIGN GUIDELINES FOR HEIGHTS OF BUILDINGS" OF THE URBAN DESIGN ELEMENT, AND MAKING VARIOUS FINDINGS, INCLUDING CEQA FINDINGS AND FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND PLANNING CODE SECTION 101.1.

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

Pursuant to Planning Code Section 340(c), the Planning Commission requested that the General Plan be amended on behalf of the Hope SF projects. On September 15, 2016, at their duly noticed Regular Hearing, the Planning Commission initiated the General Plan Amendments with Resolution No 19738.

The General Plan Amendments would enable the Sunnydale Hope SF Project. HOPE SF is the nation's first large-scale public housing transformation collaborative aimed at disrupting intergenerational poverty, reducing social isolation, and creating vibrant mixed-income communities without mass displacement of current residents. Launched in 2007, HOPE SF is a twenty-year human and real estate capital commitment by the City. HOPE SF, the City's signature anti-poverty and equity initiative, is committed to breaking intergenerational patterns related to the insidious impacts of trauma

and poverty, and to creating economic and social opportunities for current public housing residents through deep investment in education, economic mobility, health and safety.

The Sunnydale site consists of approximately 50 acres in the Visitacion Valley and contains 93 residential buildings, 775 occupied public housing units, and a 29,500 square foot community center. The Sunnydale site is generally bounded by McLaren Park (Gleneagles Golf Course and Herz Playground) to the north, other portions of McLaren Park and Amazon Playground to the west, Parque Drive and Velasco Avenue to the south, and Hahn Street to the east. The Sunnydale site currently features broad curvilinear streets that do not relate to the surrounding street pattern and includes only six large super blocks.

The Sunnydale HOPE SF Master Plan project ("Project") includes demolishing all existing units, vacating portions of the right of way and building new streets that would better relate to the existing street grid. The Project would transform the six existing super blocks into about 34 new fine-grained blocks. The site is designed with a central "Hub" that would feature a series of parks, open spaces, a community center, space for retail, and other community-serving uses.

At completion, the Project would include up to 1,770 units, including Housing Authority replacement units (775 units), a mix of additional affordable units (a minimum of approximately 200 low-income units), and market rate units (up to 694 units). New buildings within Sunnydale would provide a consistent street wall with "eyes-on-the-street" active ground floor treatment. A variety of building types would be constructed throughout including individual townhomes, small apartment buildings and larger corridor apartment buildings. Approximately 1,437 parking spaces would be provided for the units largely below grade. Approximately 60,000 gross square feet of community serving uses, including retail, would also be constructed.

The project would be constructed in at least three main phases over at about 25 years. Phasing timing would be contingent on market forces and the availability of financing.

This Resolution approving these General Plan amendments is a companion to other legislative and other approvals relating to the Sunnydale HOPE SF Project, including Planning Code Amendments, Planning Code Map Amendments, the approval of a Development Agreement, the approval of the Sunnydale Design Standards and Guidelines document, and Shadow Impact Findings pursuant to Planning Code Section 295.

This General Plan Amendment would amend Map 03, "Existing and Proposed Open Space" of the Recreation and Open Space Element; and Map 4, "Urban Design Guidelines for Heights of Buildings" of the Urban Design Element. The "Existing and Proposed Open Space" map would be amended to include the new parks and open spaces now proposed for Sunnydale. The "Urban Design Guidelines for Heights of Buildings" Map would be amended so the Sunnydale area is included within the 41-88 foot height designations.

On July 9, 2016, the Planning Commission reviewed and considered the Final EIR/EIS for the Sunnydale HOPE SF Project and found the Final EIR/EIS was adequate, accurate and objective, reflected the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR/EIS, and approved the Final EIR/EIS for the Project in compliance with CEQA, the CEQA Guidelines and Chapter 31.

On July 9, 2016, by Motion No. 19529, the Commission certified the Final Environmental Impact Report ("FEIR") as accurate, complete and in compliance with the California Environmental Quality Act ("CEQA"); and

On December 10, 2016, by Motion No. 19409, the Commission adopted findings in connection with its consideration of, among other things, the adoption of amendments to the General Plan and related zoning text and map amendments, under CEQA, the State CEQA Guidelines and Chapter 31 of the San Francisco Administrative Code and made certain findings in connection therewith, which findings are hereby incorporated herein by this reference as if fully set forth; and

A draft ordinance, substantially in the form **attached hereto as Exhibit A**, approved as to form, would amend Map 03, "Existing and Proposed Open Space" of the Recreation and Open Space Element and Map 4, "Urban Design Guidelines for Heights of Buildings" of the Urban Design Element of the General Plan.

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

1. The Planning Code Text Amendments would help implement the City's HOPE SF Initiative, thereby addressing intergenerational poverty, social isolation of underserved communities and providing a framework for ongoing community building at the HOPE SF sites.
2. The Planning Code Text Amendments would help implement the City's HOPE SF Initiative, which in turn will provide employment opportunities for current public housing residents, and provide community facilities, including space for on-site services and programs.
3. The Planning Code Text Amendments would help implement the City's HOPE SF by enabling the creation of a mixed-use predominately residential neighborhood that would feature fully rebuilt infrastructure and community facilities. The new neighborhood would greatly improve the site's connectivity to and integration with the surrounding City fabric.
4. The General Plan Amendments for the Urban Design Elements Heights map would allow greater heights within the subject site, enabling the construction of a greater amount of housing, especially affordable housing and improve the urban design quality of the site by enabling buildings that are well proportioned to the site's streets and open spaces. The location of buildings over 40-feet (the previous height limit) would be subject to design controls outlined in the Sunnydale Design Standards and Guidelines document, which would provide specific controls to assure buildings are well designed and relate well to the current built context.
5. The General Plan amendments for the Recreation and Open Space Map would provide indications of new parks and open spaces that would be available not only to the residents of Sunnydale HOPE SF but to the neighborhood and City as well.

AND BE IT FURTHER RESOLVED, That the Planning Commission finds the General Plan amendments are in general conformity with the General Plan as set forth in Planning Commission Resolution []:

AND BE IT FURTHER RESOLVED, That the Planning Commission finds the General Plan amendments in general conformity with Planning Code Section 101.1 as set forth in Planning Commission Resolution []:

DRAFT Resolution No.
Hearing Date: November 17, 2016

2010.0515 E GPA PCT PCM DEV GEN SHD
Sunnydale HOPE SF Master Plan Project
General Plan Amendments

AND BE IT FURTHER RESOLVED, That pursuant to Planning Code Section 340, the Planning Commission recommends to the Board of Supervisors **approval** the General Plan amendments.

I hereby certify that the foregoing Resolution was ADOPTED by the San Francisco Planning Commission on November 17, 2016.

Jonas Ionin
Commission Secretary

AYES:

NOES:

ABSENT:

[Sunnydale HOPE SF - General Plan Amendments]

Ordinance amending the General Plan in connection with the Sunnydale HOPE SF project; adopting findings under the California Environmental Quality Act; making findings of consistency with the General Plan as proposed for amendment and the eight priority policies of Planning Code, Section 101.1; and adopting findings under Planning Code, Section 340 of public necessity.

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

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

Section 1. Findings.

(a) HOPE SF is the nation's first large-scale public housing transformation collaborative aimed at disrupting intergenerational poverty, reducing social isolation, and creating vibrant mixed-income communities without mass displacement of current residents. Launched in 2007, HOPE SF is a twenty-year human and real estate capital commitment by the City. HOPE SF, the City's signature anti-poverty and equity initiative, is committed to breaking intergenerational patterns related to the insidious impacts of trauma and poverty, and to creating economic and social opportunities for current public housing residents through deep investments in education, economic mobility, health and safety. The Project will help realize and further the City's HOPE SF goals.

1 (b) The Sunnydale HOPE SF (the "Project") is generally bounded by McLaren Park to
2 the north, Crocker Amazon Park on the west, Hahn Street on the east, and Velasco on the
3 south.

4 (c) The San Francisco Housing Authority owns and operates 775 units of public
5 housing on the approximately 50-acre site of the Project, which is located in Visitacion Valley.

6 (d) The Project is a mixed use, mixed income development with several different
7 components: (i) construction of the public infrastructure to support the Project; (ii)
8 development of private, mixed-use affordable housing on affordable parcels in accordance
9 with an affordable housing plan; (iii) development of private, mixed-use residential projects on
10 market rate parcels; and (iv) development of community improvements (e.g., open space
11 areas, community facilities) throughout the Project. The Sunnydale HOPE master plan
12 consists of a maximum of 1,700 units, of which 775 are replacement units for existing
13 Sunnydale-Velasco households and 196 are additional affordable housing units. There are
14 also up to 731 units that will be for market rate homeownership. The master plan includes all
15 new streets and utility infrastructure, 6.5 acres of new open spaces, and approximately 60,000
16 square feet of new neighborhood serving spaces.

17 (e) This ordinance is companion legislation to other ordinances relating to the
18 Sunnydale HOPE SF project, including Planning Code amendments, Zoning Map
19 amendments, and a Development Agreement adoption.

20 (f) On July 9, 2015, in Motion 19409, the Planning Commission certified as adequate
21 and complete the Sunnydale-Velasco HOPE SF Master Plan Project Environmental Impact
22 Report/Environmental Impact Statement (Planning Case No. 2010.0305E) in accordance with
23 the California Environmental Quality Act (California Public Resources Code Sections 21000 et
24 seq.) and Administrative Code Chapter 31. Said Motion is on file with the Clerk of the Board
25 of Supervisors in File No. _____ and is incorporated herein by reference.

1 (g) On _____, 2016, in Motion No. _____, the Planning Commission
2 adopted findings under the California Environmental Quality Act ("CEQA Findings") related to
3 the actions contemplated in this ordinance. The Board adopts these CEQA Findings as its
4 own. Said Motion and the CEQA Findings are on file with the Clerk of the Board of
5 Supervisors in File No. _____ and are incorporated herein by reference.

6 (h) On _____, 2016, in Motion No. _____, the Planning Commission
7 initiated the actions contemplated in this ordinance. Said Motion is on file with the Clerk of the
8 Board of Supervisors in File No. _____.

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

15 (j) In this same Resolution, the Planning Commission in accordance with Planning
16 Code Section 340 determined that this ordinance serves the public necessity, convenience,
17 and general welfare. The Board of Supervisors adopts as its own these findings.

18
19 Section 2. The General Plan is hereby amended by revising the Recreation and Open
20 Space Element and the Urban Design Elements as follows:

21 **Recreation and Open Space Element**

22 Map 03 – Existing and Proposed Open Space. Insert indications of new parks within
23 the Sunnydale HOPE SF boundaries pursuant to the Sunnydale HOPE SF Design Standards
24 and Guidelines Document.

25 **Urban Design**

1 Map 4 - Urban Design Guidelines for Height of Buildings. Add shading representative
2 of 40-65 feet height range to the boundaries of the Sunnydale HOPE SF site.

3
4 Section 3. Effective Date. This ordinance shall become effective 30 days after
5 enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the
6 ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board
7 of Supervisors overrides the Mayor's veto of the ordinance.

8
9 Section 4. Scope of Ordinance. In enacting this ordinance, the Board of Supervisors
10 intends to amend only those words, phrases, paragraphs, subsections, sections, articles,
11 numbers, punctuation marks, charts, diagrams, or any other constituent parts of the City's
12 General Plan that are explicitly shown in this ordinance as additions, deletions, Board
13 amendment additions, and Board amendment deletions in accordance with the "Note" that
14 appears under the official title of the ordinance.

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

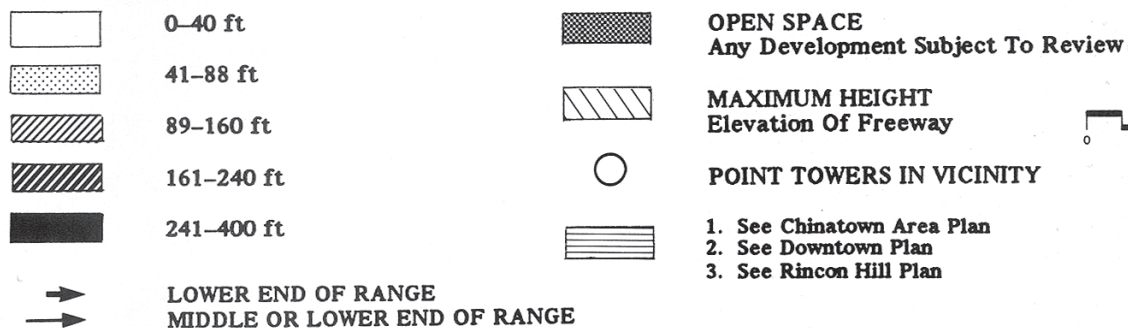
17 By:

18 
John D. Malamut
Deputy City Attorney

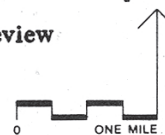
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URBAN DESIGN GUIDELINES FOR HEIGHT OF BUILDINGS



Map 4



MAP APPROVED BY THE BOARD OF SUPERVISORS

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

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

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

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

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

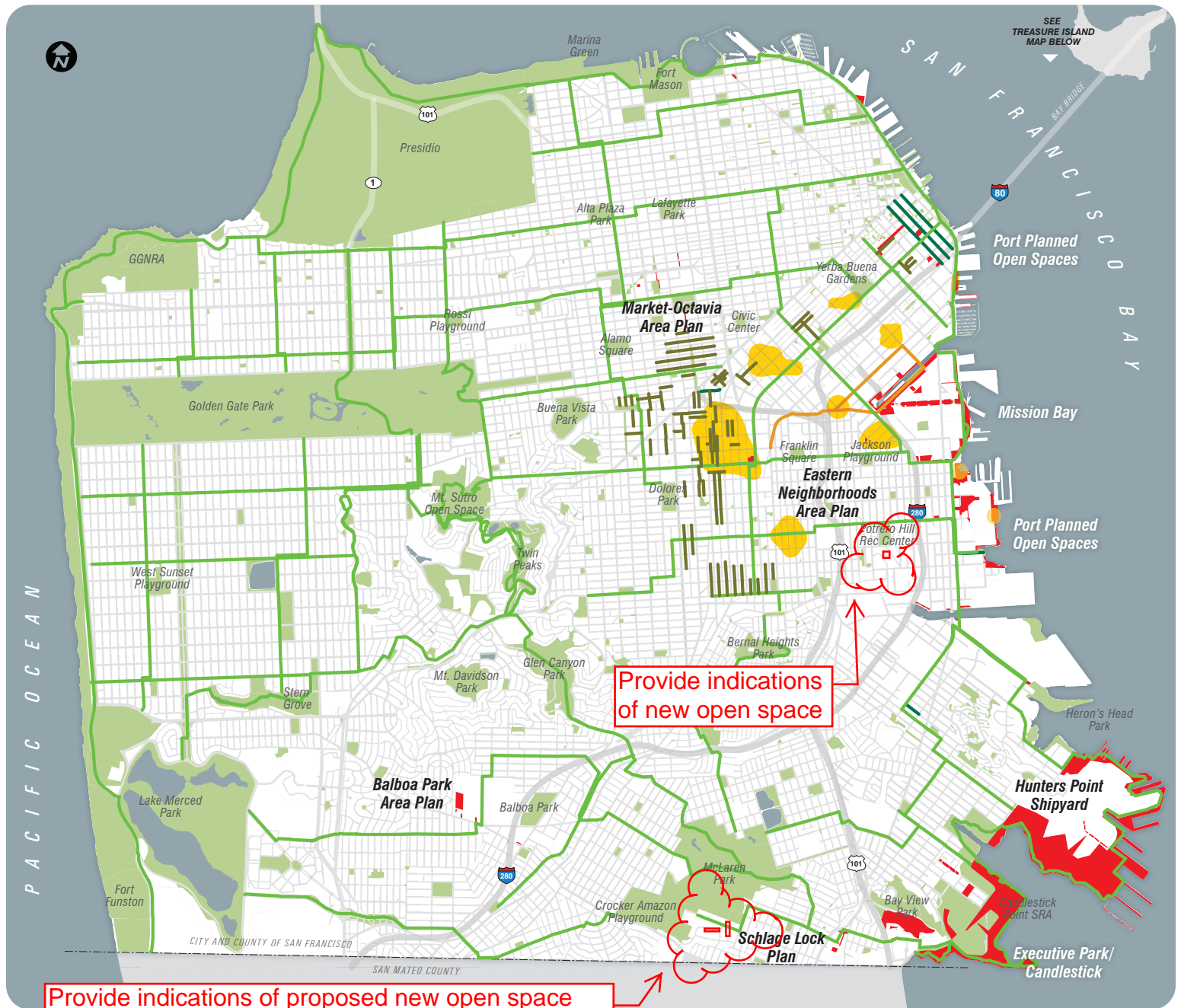
- Add reference under #2 to Transbay: "See Downtown Plan and Transbay Redevelopment Development Controls and Design for

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






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

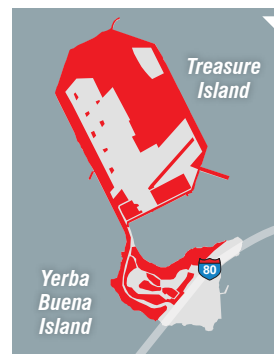
- Add a boundary area around Executive Park with a line that leads to a reference that states "See

-> add shaded area for the 41-88 ft designation around the boundaries of the Sunnydale HOPE SF and Potrero HOPE SF Special Use Districts



Existing and Proposed Open Space

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



0 Miles 1
MAP 03

Sunnydale HOPE SF

Case No. 2010.0305 E GPA PCT PCM DEV GEN SHD

Attachment No. 5

Planning Code Text Amendments



SAN FRANCISCO PLANNING DEPARTMENT

DRAFT Planning Commission Resolution No. Sunnydale Text Amendments

HEARING DATE: NOVEMBER 17, 2016

Date: November 11, 2016
Case No.: 2010.0305 E GPA PCT PCM DEV GEN SHD
Project Address: **Sunnydale Hope SF Master Plan Project**
Zoning: RM-1 (Residential – Mixed, Moderate Density)
40-X Height and Bulk Districts
Block/Lot: Assessor's Block/Lots: 6356/ 061, 062, 063 ,064, 065, 066, 067 and 068; 6310/
001; 6311/001; 6312/ 001; 6313/001; 6314/ 001; 6315/001
Project Sponsor: Mercy Housing and Related California
1360 Mission Street, #300
San Francisco, CA 94103
Staff Contact: Mat Snyder – (415) 575-6891
mathew.snyder@sfgov.org
Recommendation: Approve Amendments

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

APPROVING AMENDMENTS TO THE SAN FRANCISCO PLANNING CODE BY ESTABLISHING THE SUNNYDALE HOPE SF SPECIAL USE DISTRICT, AND MAKING VARIOUS FINDINGS, INCLUDING CEQA FINDINGS AND FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND PLANNING CODE SECTION 101.1.

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

Pursuant to Planning Code Section 3029b), on October 25, 2016, the San Francisco Board of Supervisors initiated Planning Code Amendments that would add Planning Code Section 249.75, "The Sunnydale HOPE SF Special Use District" and Planning Code Section 263.30, "Sunnydale HOPE SF Special Use District and the 40/65-X Height and Bulk District".

The Planning Code Text Amendments would enable the Sunnydale Hope SF Project. HOPE SF is the nation's first large-scale public housing transformation collaborative aimed at disrupting intergenerational poverty, reducing social isolation, and creating vibrant mixed-income communities without mass displacement of current residents. Launched in 2007, HOPE SF is a twenty-year human and real estate capital commitment by the City. HOPE SF, the City's signature anti-poverty and equity initiative, is committed to breaking intergenerational patterns related to the insidious impacts of trauma and poverty, and to creating economic and social opportunities for current public housing residents through deep investment in education, economic mobility, health and safety.

The Sunnydale HOPE SF Master Plan project ("Project") includes demolishing all existing units, vacating portions of the right of way and building new streets that would better relate to the existing street grid. The Project would transform the six existing super blocks into about 34 new fine-grained blocks. The site is designed with a central "Hub" that would feature a series of parks, open spaces, a community center, space for retail, and other community-serving uses.

At completion, the Project would include up to 1,770 units, including Housing Authority replacement units (775 units), a mix of additional affordable units (a minimum of approximately 200 low-income units), and market rate units (up to 694 units). New buildings within Sunnydale would provide a consistent street wall with "eyes-on-the-street" active ground floor treatment. A variety of building types would be constructed throughout including individual townhomes, small apartment buildings and larger corridor apartment buildings. Approximately 1,437 parking spaces would be provided for the units largely below grade. Approximately 60,000 gross square feet of community serving uses, including retail, would also be constructed.

This Resolution approving these Planning Code Text amendments is a companion to other legislative and other approvals relating to the Sunnydale HOPE SF Project, including General Plan Amendments, Planning Code Map Amendments, the approval of a Development Agreement, the approval of the Sunnydale Design Standards and Guidelines document, and Shadow Impact Findings pursuant to Planning Code section 295.

This Planning Code Text Amendment would create the Sunnydale HOPE SF Special Use District, which would provide specific controls for the site regarding land use, and building design controls, largely by referring to a separate Sunnydale Design Standards and Guidelines document. The Special Use District would also set forth design review procedures specific to the site.

On July 9, 2015, the Planning Commission reviewed and considered the Final Environmental Impact Report / Environmental Impact Statement ("EIR/EIS") for the Sunnydale HOPE SF Project and found the Final EIR/EIS was adequate, accurate and objective, reflected the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR/EIS, and approved the Final EIR/EIS for the Project in compliance with CEQA, the CEQA Guidelines and Chapter 31.

On July 9, 2015, by Motion No. 19704, the Commission certified the Final Environmental Impact Report ("FEIR") as accurate, complete and in compliance with the California Environmental Quality Act ("CEQA"); and

On November 17, 2016, by Motion No. [], the Commission adopted findings in connection with its consideration of, among other things, the adoption of amendments to the General Plan and related zoning text and map amendments, under CEQA, the State CEQA Guidelines and Chapter 31 of the San Francisco Administrative Code and made certain findings in connection therewith, which findings are hereby incorporated herein by this reference as if fully set forth; and

On November 17, 2016, by Motion No. [], The Commission adopted findings establishing the Project, on balance, consistent with the General Plan and Planning Code Section 101.1; and

A draft ordinance, substantially in the form **attached hereto as Exhibit A**, approved as to form, would amend the Planning Code by addition sections 249.75 and 263.30.

NOW THEREFORE BE IN RESOLVED, That the Planning Commission hereby finds that the Planning Code Text amendments promote the public welfare, convenience and necessity for the following reasons:

1. The Planning Code Text Amendments would help implement the City's HOPE SF Program, thereby addressing intergenerational poverty, social isolation of underserved communities and providing a framework for ongoing community building at the HOPE SF sites.
2. The Planning Code Text Amendments would help implement the City's HOPE SF Program, which in turn will provide employment opportunities for current public housing residents, and provide community facilities, including space for on-site services and programs.
3. The Planning Code Text Amendments would help implement the City's HOPE SF by enabling the creation of a mixed-use predominately residential neighborhood that would feature fully rebuilt infrastructure and community facilities. The new neighborhood would greatly improve the site's connectivity to and integration with the surrounding City fabric.
4. The Planning Code Text amendments would enable the construction of a new vibrant, safe, and connected neighborhood including new parks and open spaces; the new Planning Code section sets forth design procedures that take into account the Project's multi-year phased build-out and the need for multi-agency coordination. The design procedures provide for certainty for the development while assuring quality design by referring to a detailed Design Standards and Guidelines document for the design of buildings, open spaces and community facilities.
5. The Planning Code Text Amendments would help assure a dynamic urban form through its reference to the Design Standards and Guidelines document, which will set forth specific design requirements to address use activation along streets, the modulation and shape of buildings, and relationship between buildings and their surrounding streets and open spaces.

AND BE IT FURTHER RESOLVED, That the Planning Commission finds the Planning Code Text amendments are in general conformity with the General Plan as set forth in Planning Commission Resolution []:

AND BE IT FURTHER RESOLVED, That the Planning Commission finds the Planning Code Text amendments in general conformity with Planning Code Section 101.1 as set forth in Planning Commission Resolution []:

AND BE IT FURTHER RESOLVED, That pursuant to Planning Code Section 302, the Planning Commission recommends to the Board of Supervisors **approval** the Planning Code Text amendments.

I hereby certify that the foregoing Resolution was ADOPTED by the San Francisco Planning Commission on November 17, 2016.

Jonas Ionin
Commission Secretary

AYES:

DRAFT Resolution No.
Hearing Date: November 17, 2016

2010.0515 E GPA PCT PCM DEV GEN SHD
Sunnydale HOPE SF Master Plan Project
Approval of Planning Code Text Amendments

NOES:

ABSENT:

LEGISLATIVE DIGEST

[Planning Code - Sunnydale HOPE SF Special Use District]

Ordinance amending the Planning Code to create the Sunnydale HOPE SF Special Use District to facilitate development of the Sunnydale HOPE SF project by modifying specific requirements related to permitted uses, dwelling unit density, building height and bulk standards, and parking and streetscape matters; adopting findings under the California Environmental Quality Act; making findings of consistency with the General Plan, as proposed for amendment, and the eight priority policies of Planning Code, Section 101.1; and adopting findings of public necessity, convenience, and welfare under Planning Code, Section 302.

Existing Law

The Sunnydale HOPE SF (Housing Opportunities for People Everywhere San Francisco) project ("Project") is located on parcels that are designated as Residential, Mixed Districts, Low Density (RM-1) use.

Amendments to Current Law

This Ordinance adds sections 249.75 and 263.30 to the Planning Code. The new sections establish the Sunnydale HOPE SF Special Use District ("SUD"). The SUD overlays the existing zoning to create an additional set of controls on top of and taking precedence over the RM-1 zoning.

Background Information

The Sunnydale HOPE SF project is generally bounded by McLaren Park to the north, Crocker Amazon Park to the west, Hahn Street to the east, and Velasco to the south. The Project involves replacing all 775 existing public housing units and integrating 200 additional affordable housing units and up to 730 market-rate homes into the community for a total of approximately 1,770 units. The master plan includes all new streets and utility infrastructure, 3.6 acres of new open spaces, and approximately 60,000 square feet of new neighborhood serving spaces.

The Project is part of the City's HOPE SF program. HOPE SF is the nation's first large-scale public housing transformation collaborative aimed at disrupting intergenerational poverty, reducing social isolation, and creating vibrant mixed-income communities without mass displacement of current residents. Launched in 2007, HOPE SF is a human and real estate capital commitment by the City. HOPE SF, the City's signature anti-poverty and equity initiative, is committed to breaking intergenerational patterns related to the insidious impacts of trauma and poverty, and to creating economic and social opportunities for current public

housing residents through deep investments in education, economic mobility, health and safety.

This ordinance facilitates the orderly development of this site by establishing the SUD to accommodate and regulate Project development. By separate legislation, the Board is considering a number of actions in furtherance of the Project, including the approval of amendments to the City's General Plan, Planning Code and Zoning Map, and approval of a Development Agreement.

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[Planning Code - Sunnydale HOPE SF Special Use District]

Ordinance amending the Planning Code to create the Sunnydale HOPE SF Special Use District to facilitate development of the Sunnydale HOPE SF project by modifying specific requirements related to permitted uses, dwelling unit density, building height and bulk standards, and parking and streetscape matters; adopting findings under the California Environmental Quality Act; making findings of consistency with the General Plan, as proposed for amendment, and the eight priority policies of Planning Code, Section 101.1; and adopting findings of public necessity, convenience, and welfare under Planning Code, Section 302.

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

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

Section 1. Findings.

(a) The Board of Supervisors adopted a companion ordinance related to General Plan amendments for the Sunnydale HOPE SF project. This companion ordinance described the project and included findings under the California Environmental Quality Act (Public Resources Code Sections 21000 et seq.), General Plan findings, and the eight priority policies of Planning Code Section 101.1. The Board of Supervisors adopts all of these findings for purposes of this ordinance. The companion ordinance on the General Plan amendments and

1 the accompanying findings are on file with the Clerk of the Board of Supervisors in File No.
2 _____ and are incorporated herein by reference.

3 (b) On _____, 2016, in Resolution No. _____, the Planning Commission
4 adopted findings under Planning Code Section 302 determining that this ordinance serves the
5 public necessity, convenience, and general welfare. The Board of Supervisors adopts as its
6 own these findings. The Planning Commission Resolution is on file with the Clerk of the
7 Board of Supervisors in File No. _____ and is incorporated herein by reference.
8

9 Section 2. The Planning Code is hereby amended by adding Section 249.75, to read
10 as follows:

11 **SEC 249.75. SUNNYDALE HOPE SF SPECIAL USE DISTRICT.**

12 (a) **Purpose.** *In order to give effect to the Development Agreement for the Sunnydale HOPE*
13 *SF development project as approved by the Board of Supervisors in an ordinance in Board File No.*
14 *_____, there shall be a Sunnydale HOPE SF Special Use District as designated on Sectional Map SU-11 of*
15 *the Zoning Maps of the City and County of San Francisco. The purpose of the Special Use District is to*
16 *allow a project that will replace the Sunnydale and Velasco public housing projects with a mixed-use*
17 *and mixed-income development of affordable dwelling units in a number in excess of the existing public*
18 *housing units, market-rate dwelling units, neighborhood commercial, and community facility uses, and*
19 *new infrastructure improvements, including streets, sidewalks, utilities, and open spaces.*

20 (b) **Definitions.**

21 *"Design Standards and Guidelines " shall mean the Sunnydale HOPE SF Design Standards and*
22 *Guidelines adopted by the Planning Commission in Resolution No. _____, approved by the Board of*
23 *Supervisors as part of this Special Use District, and found in Board File No. _____, and as may be*
24 *amended from time to time. The Design Standards and Guidelines is herein incorporated by reference.*
25

1 "Development Agreement" shall mean the Development Agreement By and Between the City
2 and County of San Francisco and Sunnydale Development Company, LLC, a joint venture of Mercy
3 Housing California and The Related Companies of California, approved by the Board of Supervisors in
4 an ordinance in Board File No. _____.

5 "Master Infrastructure Plan " or "MIP" shall mean the Sunnydale HOPE SF approved by the
6 Board of Supervisors as part of the Development Agreement and found in Board File No. _____, and as
7 may be amended from time to time. The MIP is herein incorporated by reference.

8 (c) **Development Controls.** The controls contained in the Design Standards and Guidelines
9 shall regulate development in the Sunnydale HOPE SF Special Use District, except for those controls
10 specifically enumerated in this Section 249.75. Where not explicitly superseded by definitions
11 established in the Design Standards and Guidelines, the definitions in this Code shall apply. All
12 procedures and requirements in Article 3 of the Planning Code shall apply to development in this
13 Special Use District to the extent that they are not in conflict with this Special Use District or the
14 Development Agreement. The Planning Commission may amend the Design Standards and Guidelines
15 upon initiation by the Planning Department or upon application by an owner of property within this
16 Special Use District (or his or her authorized agent), or any party to the Development Agreement, to
17 the extent that such amendments are consistent with this Special Use District, the General Plan, and
18 the Development Agreement. The Zoning Administrator may approve minor amendments to the Design
19 Standards and Guidelines upon initiation by the Planning Department or upon application by an owner
20 of property within this Special Use District (or his or her authorized agent), or any party to the
21 Development Agreement. For the purposes of this subsection (c), "minor amendments" shall be defined
22 as amendments necessary to clarify omissions or correct inadvertent mistakes in the Design Standards
23 and Guidelines and are consistent with the intent of the Design Standards and Guidelines, this Special
24 Use District, the General Plan, and the Development Agreement.

1 (1) **Zoning Designation.** *The applicable zoning designation shall be as set forth in*
2 *Zoning Map ZN-11, consisting of the Residential, Mixed, Low Density (RM-1) district. The Planning*
3 *Code provisions for the underlying RM-1 use district shall control except to the extent they conflict with*
4 *the provisions of this Section 249.75. Notwithstanding the foregoing sentence, this Special Use District*
5 *and the Design Standards and Guidelines shall apply only to construction and other activities that*
6 *further implement the Sunnydale HOPE SF development project. For proposed activities other than*
7 *implementation of the Sunnydale HOPE SF development project (e.g., changes of use in existing*
8 *buildings, alterations to existing buildings prior to commencement of the project), the underlying RM-1*
9 *controls shall continue to apply.*

10 (2) **Uses.**

11 (A) **Permitted Uses.** *In addition to the uses permitted in the RM-1 district,*
12 *those uses that are principally or conditionally permitted in a Small-Scale Neighborhood Commercial*
13 *District (NC-2) use district shall be permitted in this Special Use District to the same extent as in a NC-*
14 *2 district; provided, however, that liquor stores and medical cannabis dispensaries shall not be*
15 *permitted in this Special Use District.*

16 (B) **Ground Floor Uses.** *Notwithstanding anything in this Section 249.75 to*
17 *the contrary, “active uses” as defined in Section 145.1(b)(2) or Medical Services as defined in Section*
18 *790.114 shall be required at the ground floor frontages along the west side of Hahn Street between*
19 *Sunnydale Avenue and Center Street, as identified in the Development Agreement, and the south side of*
20 *Sunnydale Avenue between Hahn Street and A Street, as identified in the Development Agreement;*
21 *provided, however, that for purposes of this Section of the Special Use District, active uses shall*
22 *exclude ground floor residential units.*

23 (3) **Dwelling Unit Density.** *The controls set forth in the underlying RM-1 use*
24 *district shall govern dwelling unit density within the Special Use District. However, greater dwelling*
25 *unit density than permitted by the underlying RM-1 use district may be provided on individual lots, as*

1 long as the overall density of the Special Use District does not exceed the density allowed by the
2 underlying RM-1 zoning for the entire Special Use District, accounting for density that could be
3 permitted as a Planned Unit Development pursuant to Section 304. The overall density limit shall be
4 determined by the size and configuration of the lots within this Special Use District as they exist at the
5 time of the adoption of this Special Use District.

6 **(4) Building Standards.**

7 **(A) Building Height.** The applicable height limits for this Special Use
8 District shall be as set forth on Section Map HT-11 of the Zoning Map of the City and County of San
9 Francisco. Height shall be measured and regulated as provided in the Design Standards and
10 Guidelines and not as provided in Article 2.5 of the Planning Code, except that the exemptions to
11 height limits set forth in Section 260(b) shall apply. Measurement of height may be modified through a
12 Major Modification process.

13 **(B) Building Bulk.** Except as described in the Design Standards and
14 Guidelines, there are no bulk limitations for this Special Use District.

15 **(C) Building Setbacks.** The applicable building setback requirements for
16 this Special Use District shall be as set forth in the Design Standards and Guidelines and not as
17 provided in Article 1.2 of the Planning Code.

18 **(D) Open Space.** The usable open space requirement shall be set at 80
19 square feet per unit. The Design Standards and Guidelines shall set forth the methods for satisfying
20 the open space requirement.

21 **(E) Sign controls.** Sign controls for NC-2 Districts shall apply to the Special
22 Use District for commercial establishments in-lieu of sign controls for the underlying use district.

23 **(5) Off-Street Automobile Parking.** There is no minimum off-street parking
24 requirement for any use in this Special Use District. Upon completion of the Sunnydale HOPE SF
25 Project, the number of off-street parking spaces within this Special Use District shall not exceed: one

parking space per residential dwelling unit and one parking space per 500 square feet of occupied commercial, institutional, and community facility space. Car share parking spaces shall be provided in the amounts set forth in Section 166. Collective off-street parking pursuant to Section 160(a) shall be permitted such that the amount of parking on a particular lot may exceed the maximum parking allowed for uses on that lot so long as the amount of parking for the entire Special Use District does exceed the overall maximum amount allowed.

(6) **Bicycle Parking.** Bicycle parking shall be provided as required by the Planning Code.

(7) **Streetscape and Public Realm Requirements.** In lieu of the requirements of Section 138.1, each building shall include the design and construction of the appropriate adjacent and related street and public realm infrastructure, consistent with the Development Agreement, Design Standards and Guidelines, and other supporting documents to the Development Agreement. Construction of such improvements shall be subject to approval and review by the Planning Department and other relevant City agencies as provided by the Development Agreement.

(8) **Residential Affordable Housing Requirement.** The provisions of Section 415 shall not apply, except as otherwise stipulated in the Development Agreement.

(d) **Modifications to Building Standards.** Modification of the Building Standards, including measurement of height, set forth in subsection (c) above and as outlined in the Design Standards and Guidelines may be approved on a project-by-project basis and according to the procedures of subsection (e).

The following Controls as provided in the Design Standards and Guidelines document cannot be modified:

<u>DSG Control No. or Nos.</u>	<u>Topic</u>
<u>4.1 control 1, 2 and 3</u>	<u>Land Use</u>
<u>7.1.1 control 1</u>	<u>Height</u>

<u>6.1 control 1 and 2</u>	<u>Open Space</u>
<u>7.1.5 control 2 and 3</u>	<u>Residential Entrances</u>
<u>7.1.7 control 2</u>	<u>Blank Facades</u>
<u>7.1.8 control 1</u>	<u>Meters, Utilities and Trash</u>
<u>7.1.9 controls 2 and 3</u>	<u>Gates and Fences</u>
<u>7.1.11 control 1</u>	<u>Roof Design</u>
<u>7.1.13 control 1</u>	<u>Parking, Parking Entrances and Curb</u>
	<u>Cuts</u>
<u>7.2.2 control 1</u>	<u>Block 3</u>

The following Controls as provided in the Design Standards and Guidelines can only be modified through the Major Modification process as described in subsection (e)(4)(b), below:

<u>DSG Control No. or Nos.</u>	<u>Topic</u>
<u>7.1.5 controls 1, and 4</u>	<u>Residential Entrances</u>
<u>7.1.7 controls 1 and 3</u>	<u>Blank Facades</u>
<u>7.1.10 controls 1, and 2</u>	<u>Retail Facades</u>
<u>7.1.12 control 1 and 2</u>	<u>Building Lighting</u>
<u>7.1.13 control 2</u>	<u>Parking, Parking Entrances and Curb</u>
	<u>Cuts</u>
<u>7.1.14 control 1</u>	<u>Usable Open Space</u>
<u>7.2.1 control 1</u>	<u>Block 1</u>
<u>7.2.11 controls 1, 2, and 3</u>	<u>Block 15 & 16, 19 & 20, 23 & 24, and</u>
	<u>28 & 29</u>
<u>7.2.12 controls 1, 2, and 3</u>	<u>Blocks 17 & 18 and 26 & 27</u>

<u>7.3 control 1 and 2</u>	<u>Townhouse blocks</u>
----------------------------	-------------------------

If a modification for any of the Controls in the Design Controls and Guidelines that are listed below is sought such that the modification would deviate by 10% or more from the quantitative standard, the Major Modification process described in subsection (e)(4)(B) would be required.

<u>DSG Control No. or Nos.</u>	<u>Topic</u>
<u>7.1.1 controls 2 and 3</u>	<u>Building Heights</u>
<u>7.1.2 controls 1 and 2</u>	<u>Building Massing</u>
<u>7.1.3 controls 1 and 2</u>	<u>Lot Coverage / Rear Yard</u>
<u>7.1.4 controls 1 and 3</u>	<u>Setback Lines</u>
<u>7.1.5 control 4</u>	<u>Residential Entries</u>
<u>7.1.6 control 2</u>	<u>Residential Design</u>
<u>7.1.9 control 1</u>	<u>Gates and Fences</u>
<u>7.1.10 control 3</u>	<u>Retail Facades</u>
<u>7.1.13 control 3, 4, and 5</u>	<u>Parking, Parking Entrances and Curb Cuts</u>

For any other modification being sought from the Controls in Chapters 4, 6 and 7 of the Design Standards and Guidelines document, the Minor Modification process described in subsection (e)(4)(A), below, would be required.

(e) Project Review and Approval.

(1) Purpose. The design review process for this Special Use District is intended to ensure that new buildings within this Special Use District are designed to complement the aesthetic quality of the development, exhibit high quality architectural design, and promote the purpose of this Special Use District.

1 (2) **Development Phase Approval.** The Planning Department shall only approve
2 applications for individual building projects that are consistent with and described in an approved
3 Development Phase Application. The Development Phase Approval process, as set forth in greater
4 detail in the Development Agreement, is intended to ensure that all buildings within a phase as well as
5 new infrastructure, utilities, open space and all other improvements promote the purpose of the HOPE
6 SF Program, the Special Use District and meet the requirements of the Sunnydale Development
7 Agreement. The Planning Director shall act on a Development Phase Application within 60 days after
8 a Development Phase Application is deemed complete upon his or her determination that the
9 Development Phase Application is complete.

10 (3) **Building Design Review and Approval.** The construction, expansion, or major
11 alteration of, or additions to, all structures within this Special Use District requires applications for
12 design review described in this Section 249.75. Applications for design review may be submitted
13 concurrently with or subsequent to a Development Phase Design Review Application. The owner or
14 authorized agent of the owner of the property for which the design review is sought may file
15 applications for design review. Department staff shall review the application for completeness and
16 advise the applicant in writing of any deficiencies within 30 days after receipt of the application or, if
17 applicable, within 15 days after receipt of any supplemental information requested pursuant to this
18 section. If Department staff does not so advise the applicant, and if the related Phase Application has
19 been approved, the application will be deemed complete. The application shall include the documents
20 and materials necessary to determine consistency with this Special Use District, the Design Standards
21 and Guidelines, and the applicable requirements of the Development Agreement, including site plans,
22 sections, elevations, renderings, landscape plans, and exterior material samples to illustrate the overall
23 concept design of the proposed buildings, and conformance with any phasing plan. If any requests for a
24 Major Modification or Minor Modification are sought in accordance with the allowances of this
25 Section 249.75, the application shall contain a narrative for each modification sought that describes

1 how the proposed project meets the full intent of the Design Standards and Guidelines and provides
2 architectural treatment and public benefit that are equivalent to or superior to strict compliance with
3 the standards.

4 (A) **Pre-application Meeting.** Not more than 12 months prior to filing a
5 Building Design Review application, the project sponsor shall conduct a minimum of one pre-
6 application meeting with the public. The meeting shall be conducted at, or within a one-mile radius of,
7 the project site, but otherwise subject to the Planning Department's pre-application meeting
8 procedures, including but not limited to the submittal of required meeting documentation.

9 (B) **Staff Design Review.** The Department shall perform administrative
10 design review for each application as further detailed in the Development Agreement. Department staff
11 shall review the project to determine if it complies with this Special Use District, the Design Standards
12 and Guidelines, the Development Agreement, an approved Development Phase Design Review
13 Application, and any applicable mitigation measures. The Department shall complete the initial review
14 and respond to the project sponsor within 60 days of receiving a complete application. The
15 Department staff shall have 30 days to respond to any modifications or revisions submitted by the
16 project sponsor after the submission of the initial application. Upon completing review, Department
17 staff may draft a staff report to the Planning Director or Planning Commission, as appropriate,
18 including a recommendation regarding any modifications to the project. The staff report shall be
19 delivered to the applicant no less than 15 days prior to Planning Director or Planning Commission
20 action on the application, and shall be kept on file for public review. The Department shall provide
21 public notice of the staff report and recommendation no less than 10 days prior to action on the
22 application by the Planning Director or Planning Commission, in the manner set forth in Section
23 311(d)(2).

24 (4) **Approvals and Public Hearings.**
25

1 (A) **Projects Not Seeking Major Modifications.** Except for projects seeking
2 a Major Modification, the Planning Director may approve or disapprove the project design and any
3 Minor Modifications based on its compliance with this Special Use District, the Design Standards and
4 Guidelines, the Development Phase Design Review approval, and the findings and recommendations of
5 the staff report. If the project is consistent with the quantitative Standards set forth in this Special Use
6 District and the Design Standards and Guidelines, the Planning Director's discretion to approve or
7 disapprove the project shall be limited to the project's consistency with the qualitative elements of the
8 Design Standards and Guidelines and the General Plan. Prior to making a decision, the Planning
9 Director, in his or her sole discretion, may seek comment and guidance from the public and Planning
10 Commission on the design of the project, including the granting of any Major Modifications, in
11 accordance with the procedures of subsection (B) below. If a Major Modification is not sought, any
12 Planning Commission review will be informational only, will be limited to the project's consistency
13 with the qualitative elements of the Design Standards and Guidelines, and will not result in any action
14 by the Planning Commission.

15 (B) **Projects Seeking Major Modifications.** The Planning Commission shall
16 hold a public hearing for all projects seeking one or more Major Modifications and for any project
17 seeking one or more Minor Modifications that the Planning Director, in his or her sole discretion,
18 refers to the Commission as a Major Modification. The Planning Commission shall consider all
19 comments from the public and the recommendations of the staff report and the Planning Director in
20 making a decision to approve or disapprove the project design, including the granting of any Major or
21 Minor Modifications.

22 (C) **Notice of Hearings.** The Department shall provide notice of hearings
23 required by subsections (A) and (B) above as follows: (i) mail notice to the project applicant, property
24 owners within 300 feet of the exterior boundaries of the property that is the subject of the application,
25 using for this purpose the names and addresses as shown on the citywide assessment roll in the Office

1 of the Tax Collector, and residents within 150 feet of the exterior boundaries of the property that is the
2 subject of the application, and any person who has requested notice by mail not less than 20 days prior
3 to the date of the hearing; and (ii) post notice on the subject property at least 10 days prior to the date
4 of the hearing.

5 (5) **Design Review and Approval of Community Improvements.** To ensure that any
6 Community Improvements (as defined in the Development Agreement) meet the Design Standards and
7 Guidelines and the Master Infrastructure Plan requirements, the project sponsor shall submit an
8 application and receive approval from the Planning Department, or the Planning Commission if
9 required, prior to obtaining any permits for the construction of any Community Improvement within or
10 adjacent to the Special Use District. Design approval for major open space Community Improvements
11 (not associated with an individual building or block development and not improvements that are to be
12 owned and operated by the Recreation and Park Department on behalf of the City and County of San
13 Francisco), along with any stand alone community center building shall be subject to the Design
14 Review procedure set forth in subsection (e)(3), above. The Recreation and Park Department shall
15 conduct Design Review for improvements owned and operated by, and under the jurisdiction of, that
16 Department.

17 (6) **Building Permit Approval by the Planning Department.** The project sponsor
18 shall notify the Department of Building Inspection when submitting a building permit application that
19 the application must be routed to the Planning Department for review. Planning Department staff shall
20 review the building permit application for consistency with the authorizations granted pursuant to this
21 Section 249.75. The Department of Building Inspection shall not issue a building permit for work
22 within this Special Use District unless Planning Department staff determines such permit is consistent
23 with the standards set forth in the Design Standards and Guidelines, as they may be modified by a
24 Minor Modification or a Major Modification, to the extent such standards regulate building design.
25

1 (7) **Discretionary Review.** *The Planning Department shall not accept, and the*
2 *Planning Commission shall not hear, requests for discretionary review for projects subject to this*
3 *Section 249.75.*

4 (8) **Demolition of Dwelling Units.** *No mandatory discretionary review or*
5 *Conditional Use authorization pursuant to Section 317 shall be required for the demolition of any*
6 *residential dwelling unit within the Sunnydale HOPE SF Special Use District.*

7 (9) **Appeal and Decision on Appeal.** *Any person aggrieved by the decision of the*
8 *Planning Director to grant or deny any project, including any Minor Modification, or of the Planning*
9 *Commission to grant or deny any Major Modification, may appeal the decision to the Board of Appeals*
10 *within 10 days after the date of the decision by filing a written notice of appeal with that body. Such*
11 *notice must set forth the alleged error in the interpretation of the provisions of this Code or the Design*
12 *Standards and Guidelines or the alleged abuse of discretion on the part of the Planning Director or*
13 *Planning Commission, which error or abuse is the basis for the appeal. Upon the hearing of an appeal,*
14 *the Board of Appeals may, subject to the same limitations placed on the Planning Commission or*
15 *Planning Director by Charter, this Code, and the Development Agreement, approve, disapprove, or*
16 *modify the appealed decision by a vote of four of its members. Notwithstanding anything to the contrary*
17 *in the Business and Tax Regulations Code, if the determination of the Board differs from that of the*
18 *Planning Director or Planning Commission, the Board of Appeals shall, in a written decision, make*
19 *findings specifying the error of interpretation or abuse of discretion on the part of the Planning*
20 *Director or Planning Commission, and the specific facts relied upon, that are the basis for the Board's*
21 *determination. As set forth in Section 308.1, the Board of Supervisors shall hear appeals of the*
22 *Planning Commission's Conditional Use decisions.*

23
24 Section 3. The Planning Code is hereby amended by adding Section 263.30, to read as
25 follows:

1 **SEC. 263.30. SUNNYDALE HOPE SF SPECIAL USE DISTRICT AND THE 40/65-X**
2 **HEIGHT AND BULK DISTRICT.**

3 *In the Sunnydale HOPE SF Special Use District and the 40/65-X Height and Bulk District,*
4 *heights are more specifically prescribed on a block-by-block basis pursuant to the Sunnydale HOPE SF*
5 *Design Standards and Guidelines document as referenced by Planning Code Section 249.75, the*
6 *Sunnydale HOPE SF Special Use District. The Sunnydale HOPE SF Design Standards and Guidelines*
7 *also provide specific provisions for height measurement, and exceptions. Where there is a conflict*
8 *between such provisions in the Sunnydale Hope Design Standards and Guidelines and those otherwise*
9 *provided in the Planning Code, the Sunnydale Hope SF Design Standards and Guidelines shall govern.*

10
11 Section 4. Effective Date. This ordinance shall become effective 30 days after
12 enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the
13 ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board
14 of Supervisors overrides the Mayor's veto of the ordinance.

15
16 APPROVED AS TO FORM:
17 DENNIS J. HERRERA, City Attorney

18 By:



19 Robb W. Kapla
20 Deputy City Attorney

21 n:\legana\as2016\1700205\01145412.docx

Sunnydale HOPE SF

Case No. 2010.0305 E GPA PCT PCM DEV GEN SHD

Proposed Text Edits to SUD

Planning Code Text Amendments

1 (1) **Zoning Designation.** *The applicable zoning designation shall be as set forth in*
2 *Zoning Map ZN-11, consisting of the Residential, Mixed, Low Density (RM-1) district. The Planning*
3 *Code provisions for the underlying RM-1 use district shall control except to the extent they conflict with*
4 *the provisions of this Section 249.75. Notwithstanding the foregoing sentence, this Special Use District*
5 *and the Design Standards and Guidelines shall apply only to construction and other activities that*
6 *further implement the Sunnydale HOPE SF development project. For proposed activities other than*
7 *implementation of the Sunnydale HOPE SF development project (e.g., changes of use in existing*
8 *buildings, alterations to existing buildings prior to commencement of the project), the underlying RM-1*
9 *controls shall continue to apply.*

10 (2) **Uses.**

11 (A) **Permitted Uses.** *In addition to the uses permitted in the RM-1 district,*
12 *those uses that are principally or conditionally permitted in a Small-Scale Neighborhood Commercial*
13 *District (NC-2) use district shall be permitted in this Special Use District to the same extent as in a NC-*
14 *2 district; provided, however, that liquor stores and medical cannabis dispensaries shall not be*
15 *permitted in this Special Use District, that Conditional Use size thresholds pursuant to Planning Code*
16 *Section 711.21 shall not apply to Medical Uses, Large Institutions, Small Institutions, Public Uses,*
17 *Public Uses shall be principally permitted.*

18 (B) **Ground Floor Uses.** *Notwithstanding anything in this Section 249.75 to*
19 *the contrary, “active uses” as defined in Section 145.1(b)(2) or Medical Services as defined in Section*
20 *790.114 shall be required at the ground floor frontages along the west side of Hahn Street between*
21 *Sunnydale Avenue and Center Street, as identified in the Development Agreement, and the south side of*
22 *Sunnydale Avenue between Hahn Street and A Street, as identified in the Development Agreement;*
23 *provided, however, that for purposes of this Section of the Special Use District, active uses shall*
24 *exclude ground floor residential units.*

1	<u>DSG Control No. or Nos.</u>	<u>Topic</u>
2	<u>4.1 control 1, 2 and 3</u>	<u>Land Use</u>
3	<u>7.1.1 control 1</u>	<u>Height</u>
4	<u>6.1 control 1 and 2</u>	<u>Open Space</u>
5	<u>7.1.5 control 2 and 3</u>	<u>Residential Entrances</u>
6	<u>7.1.7 control 2</u>	<u>Blank Facades</u>
7	<u>7.1.8 control 1</u>	<u>Meters, Utilities and Trash</u>
8	<u>7.1.9 controls 2 and 3</u>	<u>Gates and Fences</u>
9	<u>7.1.11 control 1</u>	<u>Roof Design</u>
10	<u>7.1.13 control 1</u>	<u>Parking, Parking Entrances and Curb</u>
11		<u>Cuts</u>
12	<u>7.2.2 control 1</u>	<u>Block 3</u>

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13 The following Controls as provided in the Design Standards and Guidelines can only be
 14 modified through the Major Modification process as described in subsection (e)(4)(b), below:

16	<u>DSG Control No. or Nos.</u>	<u>Topic</u>
17	<u>7.1.5 controls 1, 2, 3 and 4</u>	<u>Residential Entrances</u>
18	<u>7.1.7 controls 1 and 3</u>	<u>Blank Facades</u>
19	<u>7.1.10 controls 1, 2, and 5 and 2</u>	<u>Retail Facades</u>
20	<u>7.1.12 control 1 and 2</u>	<u>Building Lighting</u>
21	<u>7.1.13 control 2</u>	<u>Parking, Parking Entrances and Curb</u>
22		<u>Cuts</u>
23	<u>7.1.14 control 1</u>	<u>Usable Open Space</u>
24	<u>7.2.1 control 1</u>	<u>Block 1</u>

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<u>7.2.11 controls 1, 2, and 3</u>	<u>Block 15 & 16, 19 & 20, 23 & 24, and 28 & 29</u>
<u>7.2.12 controls 1, 2, and 3</u>	<u>Blocks 17 & 18 and 26 & 27</u>
<u>7.3 control 1 and 2</u>	<u>Townhouse blocks</u>

If a modification for any of the Controls in the Design Controls and Guidelines that are listed below is sought such that the modification would deviate by 10% or more from the quantitative standard, the Major Modification process described in subsection (e)(4)(B) would be required.

<u>DSG Control No. or Nos.</u>	<u>Topic</u>
<u>7.1.1 controls 2 and 3</u>	<u>Building Heights</u>
<u>7.1.2 controls 1 and 2</u>	<u>Building Massing</u>
<u>7.1.3 controls 1 and 2</u>	<u>Lot Coverage / Rear Yard</u>
<u>7.1.4 controls 1 and 3</u>	<u>Setback Lines</u>
<u>7.1.5 control 4</u>	<u>Residential Entries</u>
<u>7.1.6 control 2</u>	<u>Residential Design</u>
<u>7.1.9 control 1</u>	<u>Gates and Fences</u>
<u>7.1.10 control 3</u>	<u>Retail Facades</u>
<u>7.1.13 control 3, 4, and 5</u>	<u>Parking, Parking Entrances and Curb Cuts</u>

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For any other modification being sought from the Controls in Chapters 4, 6 and 7 of the Design Standards and Guidelines document, the Minor Modification process described in subsection (e)(4)(A), below, would be required.

(e) **Project Review and Approval.**

(1) **Purpose.** The design review process for this Special Use District is intended to ensure that new buildings within this Special Use District are designed to complement the aesthetic

1 Major Modification or Minor Modification are sought in accordance with the allowances of this
2 Section 249.75, the application shall contain a narrative for each modification sought that describes
3 how the proposed project meets the full intent of the Design Standards and Guidelines and provides
4 architectural treatment and public benefit that are equivalent to or superior to strict compliance with
5 the standards.

6 (A) **Pre-application Meeting.** Not more than ~~12-6~~ months prior to filing a
7 Building Design Review application, the project sponsor shall conduct a minimum of one pre-
8 application meeting with the public. The meeting shall be conducted at, or within a one-mile radius of
9 the project site, but otherwise subject to the Planning Department's pre-application meeting
10 procedures, including but not limited to the submittal of required meeting documentation.

11 (B) **Staff Design Review.** The Department shall perform administrative
12 design review for each application as further detailed in the Development Agreement. Department staff
13 shall review the project to determine if it complies with this Special Use District, the Design Standards
14 and Guidelines, the Development Agreement, an approved Development Phase Design Review
15 Application, and any applicable mitigation measures. The Department shall complete the initial review
16 and respond to the project sponsor within 60 days of receiving a complete application. The
17 Department staff shall have 30 days to respond to any modifications or revisions submitted by the
18 project sponsor after the submission of the initial application. Upon completing review, Department
19 staff may draft a staff report to the Planning Director or Planning Commission, as appropriate,
20 including a recommendation regarding any modifications to the project. The staff report shall be
21 delivered to the applicant no less than 15-14 days prior to Planning Director or Planning Commission
22 action on the application, and shall be kept on file for public review. The Department shall provide
23 public notice of the staff report and recommendation no less than 10-14 days prior to action on the
24 application by the Planning Director or Planning Commission. Written notice shall be mailed to the
25 notification group which shall include the project sponsor, tenants of the subject property, relevant

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1 neighborhood organizations as maintained by the Planning Department., and all individuals having
2 made a written request for notification for the project site pursuant to Planning Code Section 351, in
3 the manner set forth in Section 311(d)(2).

4 **(4) Approvals and Public Hearings.**

5 **(A) Projects Not Seeking Major Modifications.** *Except for projects seeking*
6 *a Major Modification, the Planning Director may approve or disapprove the project design and any*
7 *Minor Modifications based on its compliance with this Special Use District, the Design Standards and*
8 *Guidelines, the Development Phase Design Review approval, and the findings and recommendations of*
9 *the staff report. If the project is consistent with the quantitative Standards set forth in this Special Use*
10 *District and the Design Standards and Guidelines, the Planning Director's discretion to approve or*
11 *disapprove the project shall be limited to the project's consistency with the qualitative elements of the*
12 *Design Standards and Guidelines and the General Plan. Prior to making a decision, the Planning*
13 *Director, in his or her sole discretion, may seek comment and guidance from the public and Planning*
14 *Commission on the design of the project, including the granting of any Major Modifications, in*
15 *accordance with the procedures of subsection (B) below. If a Major Modification is not sought, any*
16 *Planning Commission review will be informational only, will be limited to the project's consistency*
17 *with the qualitative elements of the Design Standards and Guidelines, and will not result in any action*
18 *by the Planning Commission.*

19 **(B) Projects Seeking Major Modifications.** *The Planning Commission shall*
20 *hold a public hearing for all projects seeking one or more Major Modifications and for any project*
21 *seeking one or more Minor Modifications that the Planning Director, in his or her sole discretion,*
22 *refers to the Commission as a Major Modification. The Planning Commission shall consider all*
23 *comments from the public and the recommendations of the staff report and the Planning Director in*
24 *making a decision to approve or disapprove the project design, including the granting of any Major or*
25 *Minor Modifications.*

1 within this Special Use District unless Planning Department staff determines such permit is consistent
2 with the standards set forth in the Design Standards and Guidelines, as they may be modified by a
3 Minor Modification or a Major Modification, to the extent such standards regulate building design.
4 The Design Review process described in this Special Use District and the Development Agreement
5 shall supersede the review and notification process otherwise required by Section 311.

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6 (7) **Discretionary Review.** The Planning Department shall not accept, and the
7 Planning Commission shall not hear, requests for discretionary review for projects subject to this
8 Section 249.75.

9 (8) **Demolition of Dwelling Units.** No mandatory discretionary review or
10 Conditional Use authorization pursuant to Section 317 shall be required for the demolition of any
11 residential dwelling unit within the Sunnydale HOPE SF Special Use District.

12 (9) **Appeal and Decision on Appeal.** Any person aggrieved by the decision of the
13 Planning Director to grant or deny any project, including any Minor Modification, or of the Planning
14 Commission to grant or deny any Major Modification, may appeal the decision to the Board of Appeals
15 within 10 days after the date of the decision by filing a written notice of appeal with that body. Such
16 notice must set forth the alleged error in the interpretation of the provisions of this Code or the Design
17 Standards and Guidelines or the alleged abuse of discretion on the part of the Planning Director or
18 Planning Commission, which error or abuse is the basis for the appeal. Upon the hearing of an appeal,
19 the Board of Appeals may, subject to the same limitations placed on the Planning Commission or
20 Planning Director by Charter, this Code, and the Development Agreement, approve, disapprove, or
21 modify the appealed decision by a vote of four of its members. Notwithstanding anything to the contrary
22 in the Business and Tax Regulations Code, if the determination of the Board differs from that of the
23 Planning Director or Planning Commission, the Board of Appeals shall, in a written decision, make
24 findings specifying the error of interpretation or abuse of discretion on the part of the Planning
25 Director or Planning Commission, and the specific facts relied upon, that are the basis for the Board's

1 determination. As set forth in Section 308.1, the Board of Supervisors shall hear appeals of the
2 Planning Commission's Conditional Use decisions.

3 (10) **Interim Uses.** An interim use may be authorized by the Planning Director, pursuant to the
4 Design Review procedures outlined in Section e(3) of this Special Use District for a period not to
5 exceed 5 year if the Director finds that such use: (i) will not impede orderly development within the
6 Special Use District; (ii) is consistent with intent Special Use District and Development Agreement;
7 and (iii) would not pose a nuisance to surrounding residential uses. In addition to those uses set forth
8 in Section 205, such interim uses may include but are not limited to: farmers' markets; arts or concert
9 uses; and rental or sales offices incidental to new development. Temporary or semi-temporary
10 structures may be permitted under this Section for resident-serving community facilities such as
11 wellness centers, or other improvements intended to facilitate phased development of the Project. . An
12 authorization granted pursuant to this section shall not exempt the applicant from obtaining any other
13 permit required by law. Additional time for such uses may be authorized only by action upon a new
14 application.

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15
16 Section 3. The Planning Code is hereby amended by adding Section 263.30, to read as
17 follows:

18 **SEC. 263.30. SUNNYDALE HOPE SF SPECIAL USE DISTRICT AND THE 40/65-X**
19 **HEIGHT AND BULK DISTRICT.**

20 In the Sunnydale HOPE SF Special Use District and the 40/65-X Height and Bulk District,
21 heights are more specifically prescribed on a block-by-block basis pursuant to the Sunnydale HOPE SF
22 Design Standards and Guidelines document as referenced by Planning Code Section 249.75, the
23 Sunnydale HOPE SF Special Use District. The Sunnydale HOPE SF Design Standards and Guidelines
24 also provide specific provisions for height measurement, and exceptions. Where there is a conflict

Sunnydale HOPE SF

Case No. 2010.0305 E GPA PCT PCM DEV GEN SHD

Attachment No. 6

Map Amendments



SAN FRANCISCO PLANNING DEPARTMENT

DRAFT Planning Commission Resolution No. Sunnydale Map Amendments

HEARING DATE: NOVEMBER 17, 2016

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Date: November 11, 2016
Case No.: 2010.0305 E GPA PCT PCM DEV GEN SHD
Project Address: **Sunnydale Hope SF Master Plan Project**
Zoning: RM-1 (Residential – Mixed, Moderate Density)
40-X Height and Bulk Districts
Block/Lot: Assessor's Block/Lots: 6356/ 061, 062, 063 ,064, 065, 066, 067 and 068; 6310/
001; 6311/001; 6312/ 001; 6313/001; 6314/ 001; 6315/001
Project Sponsor: Mercy Housing and Related California
1360 Mission Street, #300
San Francisco, CA 94103

Staff Contact: Mat Snyder – (415) 575-6891
mathew.snyder@sfgov.org

Recommendation: Approve Amendments

APPROVING AMENDMENTS TO THE SAN FRANCISCO PLANNING CODE BY AMENDING ZONING SECTIONAL MAPS SU08 AND HT08, MAPPING THE NEW SUNNYDALE HOPE SF SPECIAL USE DISTRICT, AND MAKING VARIOUS FINDINGS, INCLUDING CEQA FINDINGS AND FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND PLANNING CODE SECTION 101.1.

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

Pursuant to Planning Code Section 302(b), on October 25, 2016, the San Francisco Board of Supervisors initiated Planning Code Map Amendments that would (1) amend Sectional Map ZN11 by reassigning from NC-1 (Neighborhood Commercial, Cluster) to RM-1 (Residential Mixed, Low-Density) for the following parcels: Assessor's Block / Lots: 6356 / 061, 062, 063, 064, 065, 066, 067 and 068; (2) amend Sectional Map SU11 of the Zoning Map to assign the all of subject parcels to the new Sunnydale HOPE SF Special Use District, and (3) amend Sectional Map HT11 of the Zoning Map to reassign all of the subject parcels from 40-X to a 40/65-X height designation.

The Planning Code Map Amendments would enable the Sunnydale Hope SF Project. HOPE SF is the nation's first large-scale public housing transformation collaborative aimed at disrupting intergenerational poverty, reducing social isolation, and creating vibrant mixed-income communities without mass displacement of current residents. Launched in 2007, HOPE SF is a twenty-year human and real estate capital commitment by the City. HOPE SF, the City's signature anti-poverty and equity initiative, is committed to breaking intergenerational patterns related to the insidious impacts of trauma and poverty, and to creating economic and social opportunities for current public housing residents through deep investment in education, economic mobility, health and safety.

The Sunnydale HOPE SF Master Plan project ("Project") includes demolishing all existing units, vacating portions of the right of way and building new streets that would better relate to the existing street grid. The Project would transform the six existing super blocks into about 34 new fine-grained blocks. The site is designed with a central "Hub" that would feature a series of parks, open spaces, a community center, space for retail, and other community-serving uses.

At completion, the Project would include up to 1,770 units, including Housing Authority replacement units (775 units), a mix of additional affordable units (a minimum of approximately 200 low-income units), and market rate units (up to 694 units). New buildings within Sunnydale would provide a consistent street wall with "eyes-on-the-street" active ground floor treatment. A variety of building types would be constructed throughout including individual townhomes, small apartment buildings and larger corridor apartment buildings. Approximately 1,437 parking spaces would be provided for the units largely below grade. Approximately 60,000 gross square feet of community serving uses, including retail, would also be constructed.

This Resolution approving these Planning Code Map amendments is a companion to other legislative and other approvals relating to the Sunnydale HOPE SF Project, including General Plan Amendments, Planning Code Text Amendments, the approval of a Development Agreement, the approval of the Sunnydale Design Standards and Guidelines document, and Shadow Impact Findings pursuant to Planning Code section 295.

This Planning Code Map Amendment would map the newly created Sunnydale HOPE SF Special Use District, which would provide specific controls for the site regarding land use, and building design controls, largely by referring to a separate Sunnydale Design Standards and Guidelines document.

On July 9, 2015, the Planning Commission reviewed and considered the Final Environmental Impact Report / Environmental Impact Statement ("EIR/EIS") for the Sunnydale HOPE SF Project and found the Final EIR/EIS was adequate, accurate and objective, reflected the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR/EIS, and approved the Final EIR/EIS for the Project in compliance with CEQA, the CEQA Guidelines and Chapter 31.

On July 9, 2015, by Motion No. 19704, the Commission certified the Final Environmental Impact Report ("FEIR") as accurate, complete and in compliance with the California Environmental Quality Act ("CEQA"); and

On November 17, 2016, by Motion No. [], the Commission adopted findings in connection with its consideration of, among other things, the adoption of amendments to the General Plan and related zoning text and map amendments, under CEQA, the State CEQA Guidelines and Chapter 31 of the San Francisco Administrative Code and made certain findings in connection therewith, which findings are hereby incorporated herein by this reference as if fully set forth; and

On November 17, 2016, by Motion No. [], The Commission adopted findings establishing the Project, on balance, consistent with the General Plan and Planning Code Section 101.1; and

A draft ordinance, substantially in the form **attached hereto as Exhibit A**, approved as to form, would amend Sectional Map ZN11, SU11, and HT11.

NOW THEREFORE BE IN RESOLVED, That the Planning Commission hereby finds that the Planning Code Map amendments promote the public welfare, convenience and necessity for the following reasons:

1. The Planning Code Map Amendments would help implement the City's HOPE SF Program, thereby addressing intergenerational poverty, social isolation of underserved communities and providing a framework for ongoing community building at the HOPE SF sites.
2. The Planning Code Map Amendments would help implement the City's HOPE SF Program, which in turn will provide employment opportunities for current public housing residents, and provide community facilities, including space for on-site services and programs.
3. The Planning Code Map Amendments would help implement the City's HOPE SF by enabling the creation of a mixed-use predominately residential neighborhood that would feature fully rebuilt infrastructure and community facilities. The new neighborhood would greatly improve the site's connectivity to and integration with the surrounding City fabric.
4. The Planning Code Map amendments would enable the construction of a new vibrant, safe, and connected neighborhood including new parks and open spaces; the newly mapped Special Use District would set forth design procedures that take into account the Project's multi-year phased build-out and the need for multi-agency coordination.
5. The Planning Code Amendments would help assure a dynamic urban form through its reference to the Design Controls and Guidelines document, which will set forth specific design requirements to address use activation along streets, the modulation and shape of buildings, and relationship between buildings and their surrounding streets and open spaces.

AND BE IT FURTHER RESOLVED, That the Planning Commission finds the Planning Code Text amendments are in general conformity with the General Plan as set forth in Planning Commission Resolution []:

AND BE IT FURTHER RESOLVED, That the Planning Commission finds the Planning Code Text amendments in general conformity with Planning Code Section 101.1 as set forth in Planning Commission Resolution []:

AND BE IT FURTHER RESOLVED, That pursuant to Planning Code Section 302, the Planning Commission recommends to the Board of Supervisors **approval** the Planning Code Text amendments.

I hereby certify that the foregoing Resolution was ADOPTED by the San Francisco Planning Commission on November 17, 2016.

Jonas Ionin
Commission Secretary

DRAFT Resolution No.
Hearing Date: November 17, 2016

2010.0305 E GPA PCT PCM DEV GEN SHD
Sunnydale HOPE SF Master Plan Project
Approval of Map Amendments

AYES:

NOES:

ABSENT:

[Planning Code, Zoning Map - Sunnydale HOPE SF Zoning Map Amendments]

Ordinance amending the Planning Code by amending the Zoning Map Sheets SU-11 and HT-11 in connection with the Sunnydale HOPE SF project; adopting findings under the California Environmental Quality Act; making findings of consistency with the General Plan, as proposed for amendment, and the eight priority policies of Planning Code, Section 101.1; and adopting findings of public necessity, convenience, and welfare under Planning Code, Section 302.

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

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

Section 1. Findings.

(a) The Board of Supervisors adopted a companion ordinance related to General Plan amendments for the Sunnydale HOPE SF project. This companion ordinance describes the project and includes findings under the California Environmental Quality Act (Public Resources Code Sections 21000 et seq.), and findings of consistency with the General Plan as amended, and the eight priority policies of Planning Code Section 101.1. The Board of Supervisors adopts as its own all of these findings for purposes of this ordinance. The companion ordinance on the General Plan amendments and the accompanying findings are on file with the Clerk of the Board of Supervisors in File No. _____ and are incorporated herein by reference.

(b) On _____, 2016, in Resolution No. _____, the Planning Commission adopted findings under Planning Code Section 302 determining that this ordinance serves the public necessity, convenience, and general welfare. The Board of Supervisors adopts as its own these findings. The Planning Commission Resolution is on file with the Clerk of the Board of Supervisors in File No. _____ and is incorporated herein by reference.

Section 2. Under Sections 106 and 302(c) of the Planning Code, the following zoning use designation amendments to Sheet SU-11 of the Zoning Map are hereby approved:

Description of Property	Zoning District to be Superceded	Zoning District Hereby Approved
Assessor's Block 6356, Lots 061, 062, 063 ,064, 065, 066, 067 and 068	NC-1 (Neighborhood Commercial, Cluster)	RM-1 (Residential, Mixed, Low Density)

Section 3. Under Sections 106 and 302(c) of the Planning Code, the following zoning use designation amendments to Sheet SU-11 of the Zoning Map are hereby approved:

Description of Property	Special Use District Hereby Approved
Assessor's Block 6356, Lots 061, 062, 063, 064, 065, 066, 067, and 068; Block 6310, Lot 001; Block 6311, Lot 001; Block 6312, Lot 001; Block 6313, Lot 001; Block 6314, Lot 001; Block 6315, Lot 001	Sunnydale Hope SF Special Use District

Section 3. Under Sections 106 and 302(c) of the Planning Code, the following zoning use designation amendments to Sheet HT-11 of the Zoning Map are hereby approved:

Description of Property	Height and Bulk District to be Superseded	Height and Bulk District Hereby Approved
Assessor's Block 6356, Lots 061, 062, 063, 064, 065, 066, 067, and 068; Block 6310, Lot 001; Block 6311, Lot 001; Block 6312, Lot 001; Block 6313, Lot 001; Block 6314, Lot 001; Block 6315, Lot 001	40X	40/65-X

Section 4. Effective Date. This ordinance shall become effective 30 days after enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board of Supervisors overrides the Mayor's veto of the ordinance.

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

By:

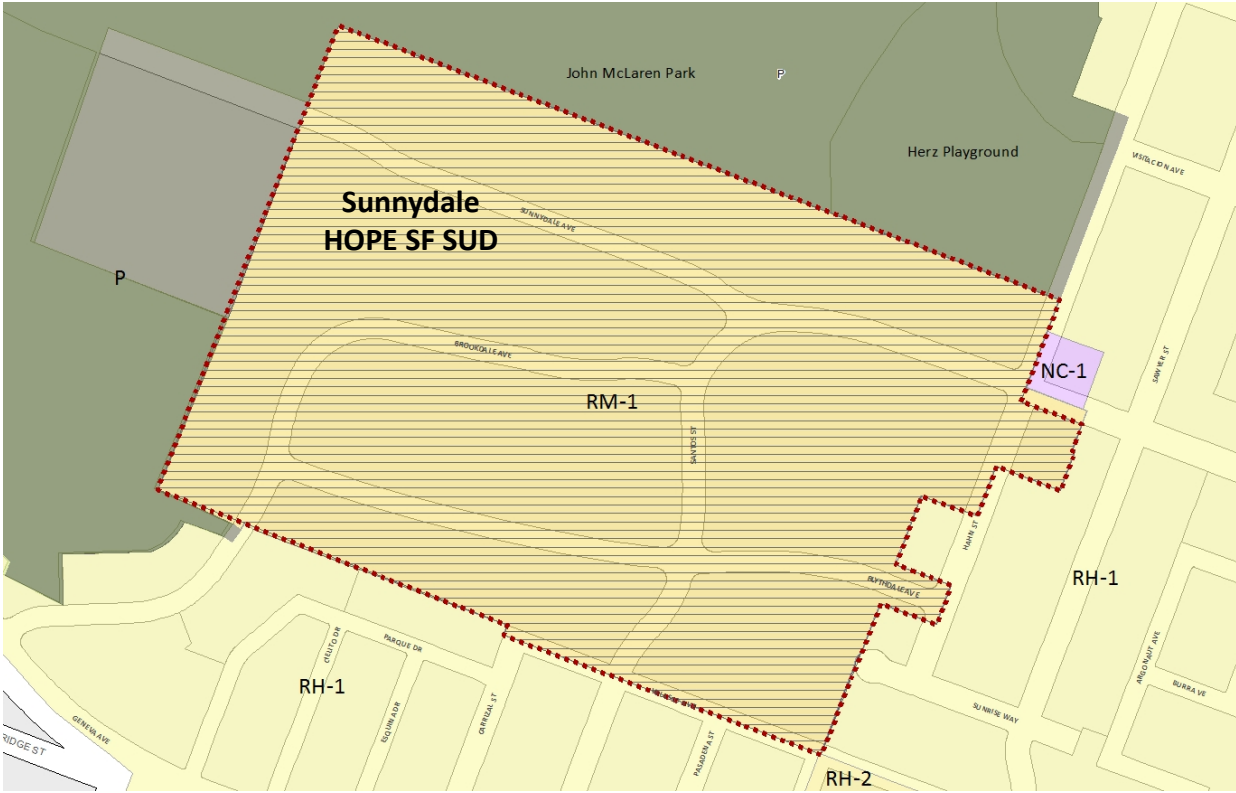

Robb W. Kapla
Deputy City Attorney

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Zoning Maps



Existing Land Use Zoning



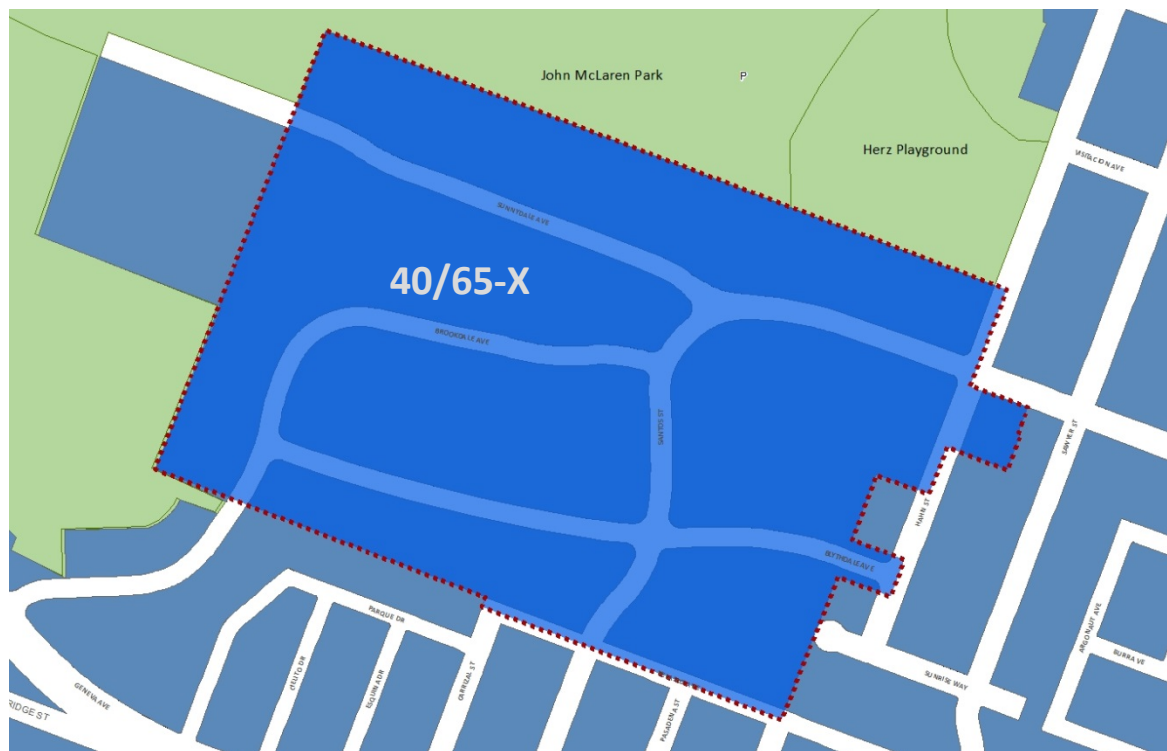
Proposed Land Use Zoning

Case No. 2010.0305PCM
Sunnydale HOPE SF

Height and Bulk Maps



Existing Height and Bulk Zoning



Proposed Height and Bulk Zoning

Case No. 2010.0305PCM
Sunnydale HOPE SF

Sunnydale HOPE SF

Case No. 2010.0305 E GPA PCT PCM DEV GEN SHD

Attachment No. 7

Design Standards and Guidelines



SAN FRANCISCO PLANNING DEPARTMENT

DRAFT Planning Commission Motion No.

Design Standards and Guidelines Approval

HEARING DATE: NOVEMBER 17, 2016

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

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Planning
Information:
415.558.6377

Date: November 11, 2016
Case No.: 2010.0305 E GPA PCT PCM DEV GEN SHD
Project Address: **Sunnydale Hope SF Master Plan Project**
Zoning: RM-1 (Residential – Mixed, Moderate Density)
40-X Height and Bulk Districts
Block/Lot: Assessor's Block/Lots: 6356/ 061, 062, 063 ,064, 065, 066, 067 and 068; 6310/
001; 6311/001; 6312/ 001; 6313/001; 6314/ 001; 6315/001
Project Sponsor: Mercy Housing and Related California
1360 Mission Street, #300
San Francisco, CA 94103
Staff Contact: Mat Snyder – (415) 575-6891
mathew.snyder@sfgov.org

Recommendation: Approval

APPROVING THE SUNNYDALE HOPE SF DESIGN STANDARDS AND GUIDELINES DOCUMENT, AND MAKING VARIOUS FINDINGS, INCLUDING CEQA FINDINGS AND FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND PLANNING CODE SECTION 101.1.

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

Pursuant to Planning Code Section 302(b), on October 25, 2016, the San Francisco Board of Supervisors initiated Planning Code Amendments that would add Planning Code Section 249.75, "The Sunnydale HOPE SF Special Use District" and Planning Code Section 263.30, "Sunnydale HOPE SF Special Use District and the 40/65-X Height and Bulk District".

The Planning Code Text Amendments establish the Sunnydale HOPE SF Special Use District. The Special Use District, in turn, refers to the Sunnydale HOPE SF Design Standards and Guidelines for further controls and guidelines specific to the site, providing development requirements for both infrastructure and community facilities as well as private development of buildings.. The Design Standards and Guidelines document would therefore be an extension of the Special Use District.

As an extension of the Planning Code Text amendments, the Design Standards and Guidelines document would enable the Sunnydale Hope SF Project. HOPE SF is the nation's first large-scale public

housing transformation collaborative aimed at disrupting intergenerational poverty, reducing social isolation, and creating vibrant mixed-income communities without mass displacement of current residents. Launched in 2007, HOPE SF is a twenty-year human and real estate capital commitment by the City. HOPE SF, the City's signature anti-poverty and equity initiative, is committed to breaking intergenerational patterns related to the insidious impacts of trauma and poverty, and to creating economic and social opportunities for current public housing residents through deep investment in education, economic mobility, health and safety.

The Sunnydale HOPE SF Master Plan project ("Project") includes demolishing all existing units, vacating portions of the right of way and building new streets that would better relate to the existing street grid. The Project would transform the six existing super blocks into about 34 new fine-grained blocks. The site is designed with a central "Hub" that would feature a series of parks, open spaces, a community center, space for retail, and other community-serving uses.

At completion, the Project would include up to 1,770 units, including Housing Authority replacement units (775 units), a mix of additional affordable units (a minimum of approximately 200 low-income units), and market rate units (up to 694 units). New buildings within Sunnydale would provide a consistent street wall with "eyes-on-the-street" active ground floor treatment. A variety of building types would be constructed throughout including individual townhomes, small apartment buildings and larger corridor apartment buildings. Approximately 1,437 parking spaces would be provided for the units largely below grade. Approximately 60,000 gross square feet of community serving uses, including retail, would also be constructed.

This Motion approving this Design Standards and Guidelines document is a companion to other legislative and other approvals relating to the Sunnydale HOPE SF Project, including General Plan amendments, Planning Code Text amendments, Planning Code Map amendments, the approval of a Development Agreement, and Shadow Impact Findings pursuant to Planning Code section 295.

This Planning Code Text Amendment would create the Sunnydale HOPE SF Special Use District, which would provide specific controls for the site regarding land use, and building design controls, largely by referring to a separate Sunnydale Design Standards and Guidelines document. The Special Use District would also set forth design review procedures specific to the site.

On July 9, 2015, the Planning Commission reviewed and considered the Final EIR/EIS for the Sunnydale HOPE SF Project and found the Final EIR/EIS was adequate, accurate and objective, reflected the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR/EIS, and approved the Final EIR/EIS for the Project in compliance with CEQA, the CEQA Guidelines and Chapter 31.

On July 9, 2015, by Motion No. 19704, the Commission certified the Final Environmental Impact Report ("FEIR") as accurate, complete and in compliance with the California Environmental Quality Act ("CEQA"); and

On November 17, 2016, by Motion No. [], the Commission adopted findings in connection with its consideration of, among other things, the adoption of amendments to the General Plan and related zoning text and map amendments, under CEQA, the State CEQA Guidelines and Chapter 31 of the San Francisco Administrative Code and made certain findings in connection therewith, which findings are hereby incorporated herein by this reference as if fully set forth; and

On November 17, 2016, by Motion No. [], The Commission adopted findings establishing the Project, on balance, consistent with the General Plan and Planning Code Section 101.1; and

NOW THEREFORE BE IN RESOLVED, That the Planning Commission approves the Sunnydale HOPE SF Standards and Guidelines for the following reasons:

1. The Design Standards and Guidelines document would help implement the City's HOPE SF Program, thereby addressing intergenerational poverty, social isolation of underserved communities and providing a framework for ongoing community building at the HOPE SF sites.
2. The Design Controls and Guidelines document would help implement the City's HOPE SF Program, which in turn will provide employment opportunities for current public housing residents, and provide community facilities, including space for on-site services and programs.
3. The Design Controls and Guidelines document would help implement the City's HOPE SF by enabling the creation of a mixed-use predominately residential neighborhood that would feature fully rebuilt infrastructure and community facilities. The new neighborhood would greatly improve the site's connectivity to and integration with the surrounding City fabric.
4. The Design Controls and Guidelines document would enable the construction of a new vibrant, safe, and connected neighborhood including new parks and open spaces. The Design Controls and Guidelines document would help assure a dynamic urban form through setting forth specific design requirements to address use activation along streets, the modulation and shape of buildings, and relationship between buildings and their surrounding streets and open spaces.

AND BE IT FURTHER RESOLVED, That the Planning Commission finds the Planning Code Text amendments are in general conformity with the General Plan as set forth in Planning Commission Resolution []:

AND BE IT FURTHER RESOLVED, That the Planning Commission finds the Planning Code Text amendments in general conformity with Planning Code Section 101.1 as set forth in Planning Commission Resolution []:

I hereby certify that the foregoing Resolution was ADOPTED by the San Francisco Planning Commission on November 17, 2016.

Jonas Ionin
Commission Secretary

AYES:

NOES:

ABSENT:



SUNNYDALE HOPE SF | DESIGN STANDARDS AND GUIDELINES

FINAL DRAFT FOR APPROVAL - NOVEMBER 17, 2016



**VAN METER
WILLIAMS
POLLACK LLP**

Sunnydale HOPE SF | Design Standards and Guidelines

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Vision, History & Community Goals

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I. Introduction

San Francisco's most vibrant neighborhoods are a combination of varied housing types, diverse people, a mixture of uses, and a mix of incomes. In contrast, the Sunnydale-Velasco public housing community has been physically, economically and socially isolated from the mainstream of San Francisco for decades. This Design Standards and Guidelines document describes the master plan which will transform Sunnydale into a new, mixed income community with up to 1,700 units of quality housing that will include a mix of public housing replacement, tax credit affordable rental, and affordable and market rate home ownership units, new streets, utilities, transit infrastructure, neighborhood open spaces, educational and recreational facilities and neighborhood serving retail. It is envisioned that Sunnydale's public housing residents will have the tools and resources to choose how to achieve their life's goals and new residents will choose to move to the vibrant, diverse community.

The master plan for Sunnydale HOPE SF was developed through a community planning process organized by Mercy Housing California and Related California from November 2008 to April 2010. This process engaged Sunnydale residents and the surrounding neighborhood residents to identify issues of concern and the changes that community members wanted to see at Sunnydale.

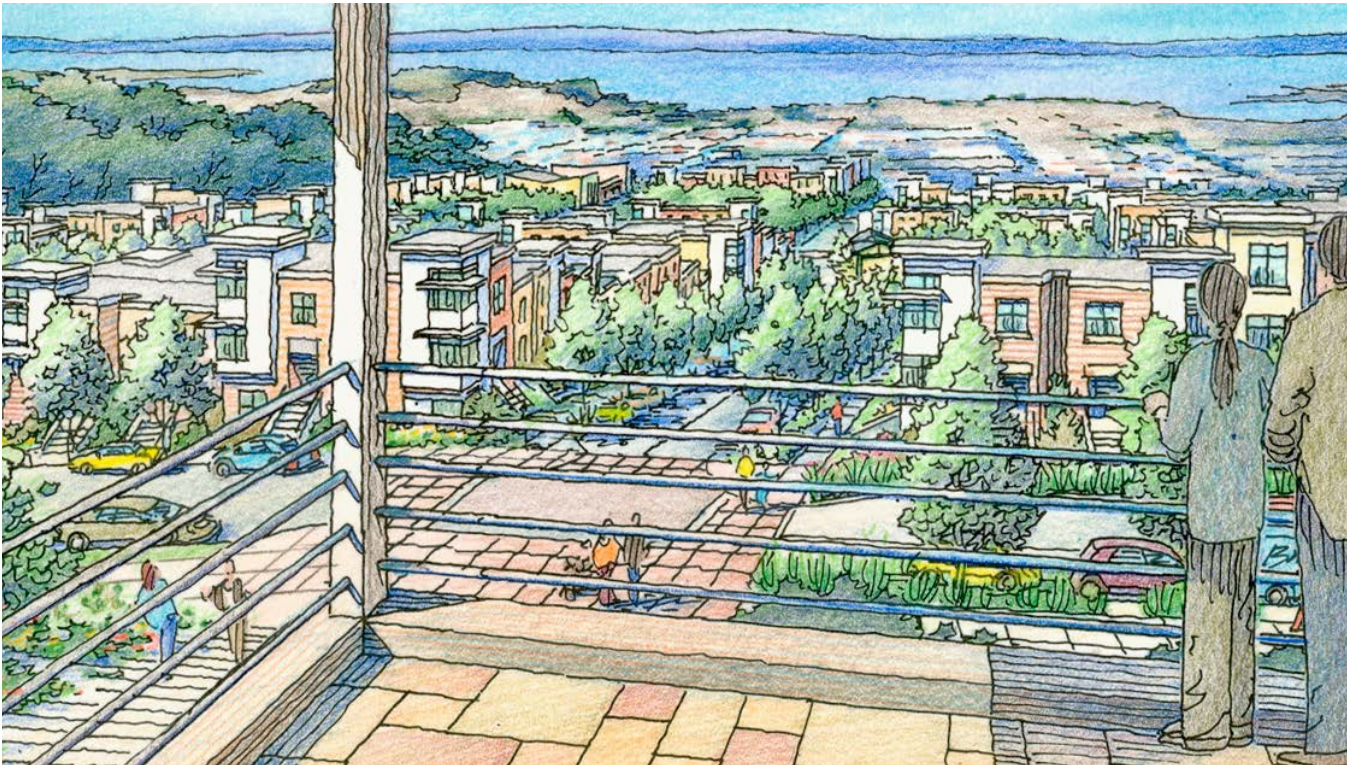
The effort to transform Sunnydale into a healthy, dynamic community for its residents is being undertaken by a private/public partnership between the City and County of San Francisco, San Francisco Housing Authority, numerous community based organizations, Sunnydale residents, and its developers, Mercy Housing California and Related California. Sunnydale is part of the HOPE SF Initiative to revitalize distressed public housing communities, San Francisco's largest anti-poverty collaboration in decades.



Aerial perspective seen from above McLaren Park - Before



Aerial perspective seen from above McLaren Park - After



View from proposed Overlook Open Space and Community Building

I.1 VISION - 'CONNECTION TO COMMUNITY'

Building “Better Neighborhoods” requires a combination of services, housing, and a quality living environment. The rejuvenation of Sunnydale will build off the lessons of previous public housing revitalizations, and go further in creating more housing, more housing variety, and more income variety, all keys to better neighborhoods. Through new streets, new open spaces, a mix of uses and a mix of incomes, a sense of community will be fostered by a more supportive physical environment as presented in the San Francisco Housing Authority development goals and HOPE SF principles. This new community will be supported by investment in human services as well.

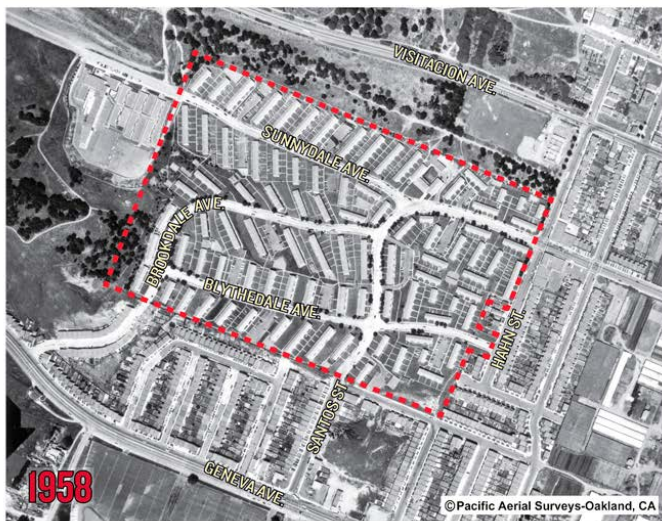
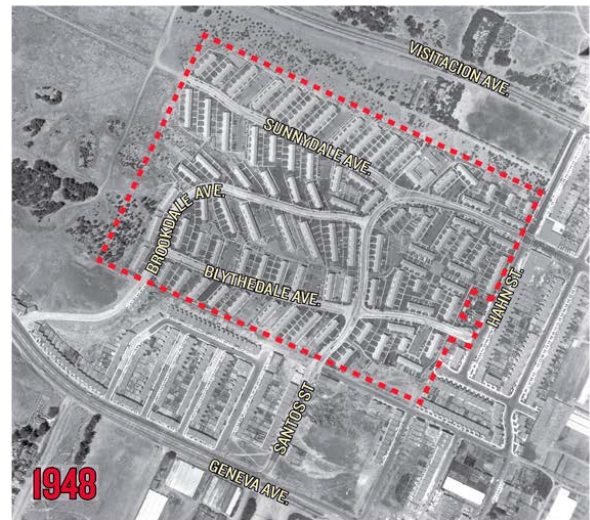
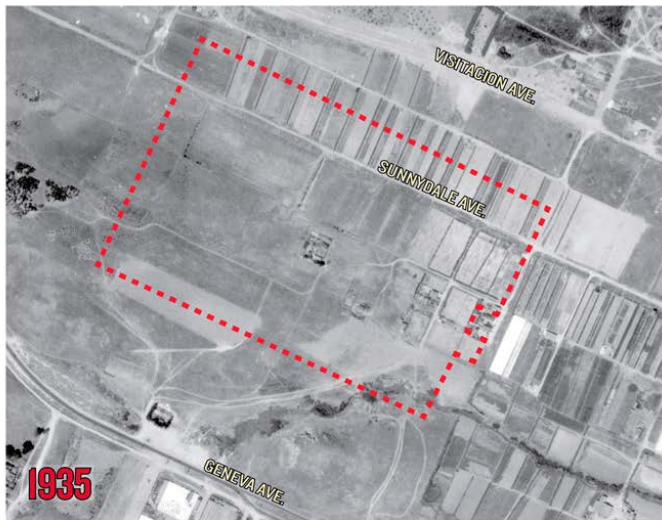
Surrounding neighbors will walk through the site to visit new residents and neighbors living in new homes on safe new streets. Residents and neighbors will participate in community activities at the Recreation/Community Center and a more accessible Herz Playground. A new Neighborhood Green will become a gathering spot for families and seniors and its central pavilion will create an opportunity for a farmer’s market for produce grown in the community garden and orchard. A re-energized Sunnydale with housing choices distributed throughout the site and streets designed to fit into San Francisco will become a great place to mingle, enjoy the views, and call home.



Mixed-use Building and Recreation/Community Center at Sunnydale Avenue and Hahn Street gateway



Pavilion View through to Herz Playground



1.2 SUNNYDALE BACKGROUND AND HISTORY

Of the four properties chosen by the San Francisco Housing Authority for revitalization under the HOPE SF program aimed at the city's most distressed public housing properties, Sunnydale is the largest and one of the most isolated. Totalling 50 acres, tucked below the southeastern border of McLaren Park, Sunnydale is removed from the city and the rest of Visitacion Valley by topography, the unusual street pattern, and by its barracks-like building design. What was originally built as a visionary housing solution is now a dilapidated assembly of disconnected buildings with leftover spaces which are difficult to use, enjoy, and maintain.

Original Intentions

Built in 1939 to house wartime ship builders, Sunnydale was originally surrounded by agricultural greenhouses, and designed to overlook the San Francisco Bay. The wide-open lawns between the buildings were once sources

of great pride. These landscaped, shared open spaces were designed by Thomas Church as an important part of this garden community. However, the landscaping maintenance was discontinued in 1982 and has fallen into disrepair. While the sweeping Bay views remain, the garden community no longer resembles the visionary housing solution originally intended.

Historical aerials show that when Sunnydale was originally planned, Visitacion Valley was still primarily a farming community. As the neighborhood grew around it, the discontinuous patterns still seen today began to emerge. Connections from the surrounding area were made to the four main access points at Sunnydale, Blythdale, Brookdale and Santos Street, but because no other street connections into the site existed, the neighborhood began to turn its back to the development. Single-family townhouses along Parque Drive address their neighbors to the south, rather than the Sunnydale edge. Sunrise Way ends in a cul-de-sac, an atypical pattern for San Francisco, because it had nothing to connect to within Sunnydale. When the Gleneagles Golf Course was created in the southeastern corner of McLaren Park in 1962, another barrier cutting off the neighborhood from the park, was established.

Sunnydale Today

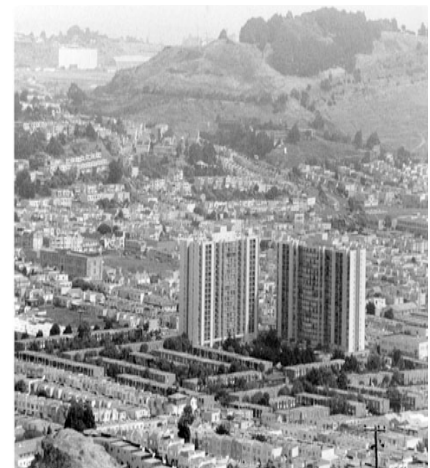
Today, Sunnydale's 775 housing units on 50 acres reflects a serious decline from the original design and construction. Entire systems require full replacement: the building and site are not compliant with building codes or ADA and there are conditions that pose ongoing health and safety risks to residents, visitors and staff. The stormwater utility system, sanitary sewage system, interior plumbing lines, electrical system, hot water heating system, hydronic radiator heating units, landscaping, irrigation system, and the site's asphalt pavement base and sidewalks must all be fully replaced. Water intrusion into the units and the exterior canopies over the unit entries provide evidence of structural decline.



Picket fences originally defined front lawns



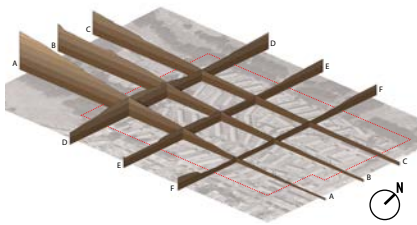
Seen as maintenance barriers, fences were removed by the Housing Authority



The Geneva Towers were demolished in 1998

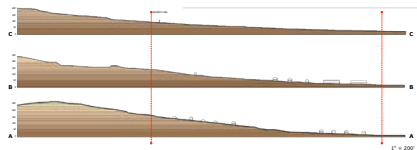


Zoning Map

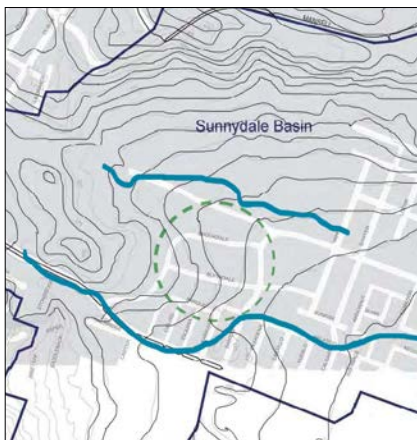


Site topography

Sunnydale slopes significantly downwards from the northwest towards the southeast.



Section cuts through Sunnydale. The red line indicates the project boundary.



Watersheds and Hydrology

Watershed maps show a historic creek close to the north property line but other than a surface drainage ditch at this location, no evidence of this creek exists today.

1.3 EXISTING ZONING AND HEIGHT CLASSIFICATION

Sunnydale is currently zoned as Residential Mixed (Apartments & Houses) RM-1. The surrounding neighborhood to the south and east is primarily zoned Residential Housing District RH-1. The adjoining McLaren Park and Crocker Amazon Playground to the north and west are zoned as a Public District.

Sunnydale and the surrounding neighborhood to the south and east have a height and bulk limit of 40-X. Sunnydale adjoins McLaren Park to the north and west, which is categorized as an Open Space District.

Under these regulations, the existing conditions at Sunnydale yield an allowable density of one dwelling unit per 800 square feet of lot area, or 54.5 units per acre, which allows up to 1,912 housing units for the 43.8 net developable acres at Sunnydale.

1.4 NATURAL FEATURES, PARKS, & OPEN SPACE

Topography

The most striking feature of the site is the natural topography, which slopes from a high point at the western edge down toward Geneva Avenue and Hahn Street. The change in topography is 175 vertical feet across the site and provides for sweeping views to the south and of the Bay to the east. The view to the north towards McLaren Park is one of the most beautiful views at Sunnydale.

The elevation is 250 feet above sea level at the western edge of the site, dropping to 75 feet at the southeast corner, sloping down towards the Bay. The average grade change spanning from the highest point to the lowest point on the site is 9 percent. The average slope across the site is approximately 6 percent, providing an ideal condition for stacked, view-oriented building massing.

Hydrology

The site sits just below McLaren Park near the top of the Sunnydale Basin which eventually drains into the bay near Candlestick Point. Watershed maps show a historic creek close to the north property line but other than a surface drainage ditch at his location, no evidence of this creek exists today.

See section 1.8 for a summary of the geotechnical report.

Few street trees or significant vegetation at upper Sunnydale and Blythdale



Front and rear yards void of trees and vegetation



McLaren and Crocker Amazon Parks: Dense clusters of pines, eucalyptus and cypress

At entrance streets full growth Italian Stone Pines and Monterey Pines



Existing trees and vegetation

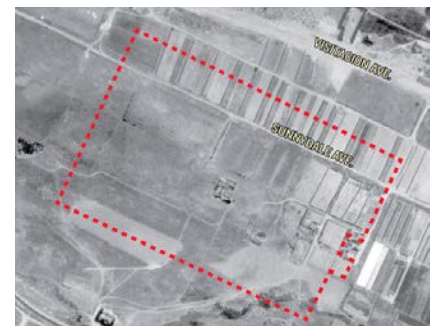
Existing Trees / Vegetation

Originally agricultural land, few trees and little natural vegetation appear in historic aerials of the site. Thomas Church designed the original landscape plan in conjunction with the development of the Sunnydale neighborhood although little evidence of this plan still exists. A cluster of Monterey pines and Italian Stone pines survives from the original master plan of the 1930s at the intersection of Sunnydale Avenue and Hahn Street. Similarly, there is another grouping near the junction of Sunnydale Avenue and Santos Street.

Besides these massings, most of the streets within the site lack mature street trees although portions of Sunnydale, Brookdale and Santos have relatively new plantings. To the north and west, on the edges that front McLaren Park, dense clusters of pines, eucalyptus, and cypress border the site. There is also a significant stand of trees behind the buildings at the western edge of the site. The majority of the existing vegetation will need to be removed for the proposed site grading.

A complete tree inventory and management plan was completed by Bartlett tree experts in 2010.

Most of the streets within the site are lacking mature street trees although portions of Sunnydale, Brookdale and Santos have fairly new plantings. Mature tree groupings stand at the intersection of Sunnydale Avenue and Hahn Street surviving from the original master plan of the 1930s.



Original site condition showing lack of historic trees/vegetation (1935)



Off-site Parks and Open Space

McLaren Park surrounds Sunnydale on the north and west. Gleneagles International Golf Course, Herz Playground, and Crocker Amazon Park are also located in the vicinity.

Neighboring Parks and Open Space

Two large parks are immediately adjacent to the Sunnydale site. John McLaren Park, San Francisco's second largest park at 312 acres, sits just to the north and west, and includes an assortment of playgrounds, athletic fields, tennis and basketball courts, 7 miles of trails, an outdoor amphitheater, a lake, a reservoir, open meadows and grasslands. Gleneagles International Golf Course, at the southern edge of McLaren Park, creates a both a physical barrier separating Sunnydale residents from directly access to the amenities of McLaren Park and a visual barrier with dense trees.

Herz Playground and Coffman Pool (also part of McLaren Park) are located immediately northeast of the site, although there is no direct pedestrian connection from Sunnydale. A tennis court located directly behind the community center has recently been converted to a basketball court. Much of this playground is not visible from the surrounding streets and is not considered safe by many Sunnydale residents or the surrounding Visitation Valley community. The baseball fields at Herz playground are lightly used due to a lack of organized leagues and events although the Recreation and Parks Department is arranging for more active use.

Crocker Amazon Park is located a 15 minute walk to the west of Sunnydale, and includes athletic fields, tennis and basketball courts, a playground, and a skate park. A bike skills park is planned near Gleneagles Golf Course on Sunnydale Avenue. Also within a one-mile radius of Sunnydale are Visitation Valley Playground, Kelloch Velasco Park and the Visitation Valley Greenway.

On-Site Recreational Facilities

Within the Sunnydale site currently there are five defined recreational areas including a basketball court, a playground at the teen center, a playground at the community center courtyard, a playground at upper Sunnydale Avenue, and a playground mid block of Santos Avenue. The total combined area of these play spaces is less than half an acre.

Typically these spaces are not visible from the street and many residents feel that these areas have become unsafe for children. The facilities see limited use except when supervised by program representatives or other adults.

Residential Front and Back Yards

The overall amount of open space within Sunnydale is quite significant. Due to the layout of the buildings, most units face a common open space between buildings. These open spaces, defined by narrow walks to the residential units, were originally landscaped and required hand watering. Today they are generally barren and devoid of any vegetation other than weeds and grass although some residents do have individual gardens and chickens.

Community Gardens

The Sunnydale Basin differs from the rocky areas of northern San Francisco in that the soils are fertile and conducive to farming. Historically, the region was home to several small farms, nurseries, and dairies. Behind the community center, the Cleo Nelson community garden was established by the San Francisco League of Urban Gardeners and is currently used by the Boys and Girls Club. A second community garden adjacent to the site at the west end of Sunnydale Avenue is not currently maintained. A third garden near Hahn Street is under cultivation by residents with help from the organization Urban Sprouts.

Evaluation

The Sunnydale site has an abundance of open spaces and amenities both on-site and in close proximity to the site. Unfortunately, many of the on-site amenities are in disrepair: they lack maintenance, are strewn with trash, and are often unsafe. The off-site open spaces do not offer immediate and easy accessibility to Sunnydale residents. Park boundaries are often designated with physical barriers and poor visibility, turning their backs to the Sunnydale neighborhood.

To bring quality amenities and open space to the Sunnydale residents, the site needs funding for on-going maintenance and programming. In order to enjoy the surrounding parks and recreational centers, the residents need safe and accessible pedestrian connections to those facilities. Play areas should be visible from the street for security and surveillance or be controlled and supervised.

The sweeping views and sloping topography are prime natural assets of the site. Opportunities for using these prominent natural features to enhance the site should be explored in the upcoming development.



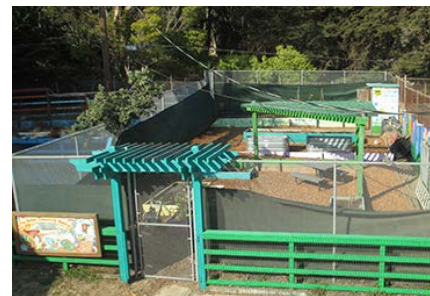
Internal courtyard playground



Front yard converted to an individual garden



Internal courtyard playground



Renovated community garden



Back yard as semi-public space lacks definition.

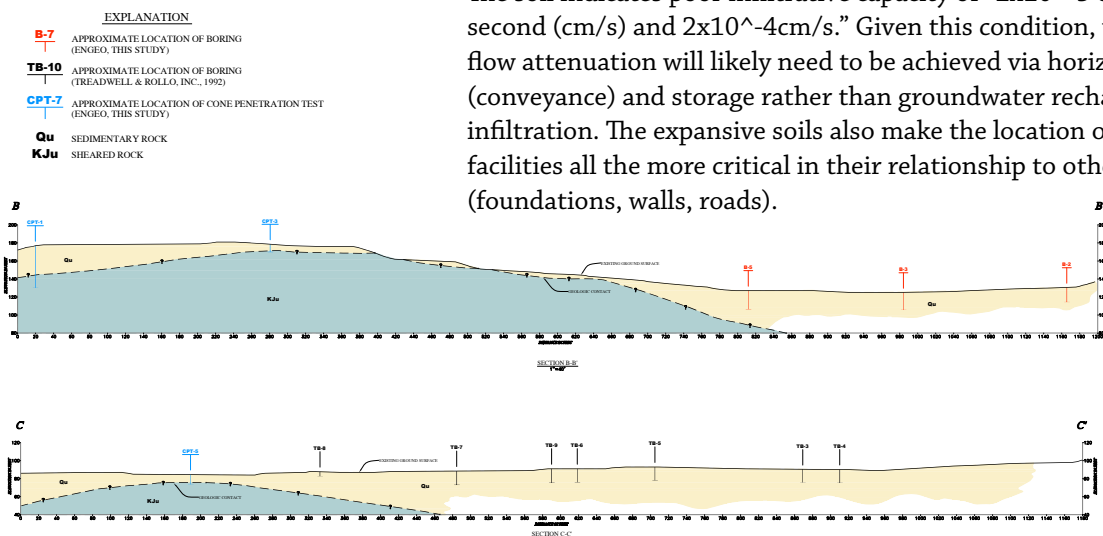


Soil boring site plan: Up to 5' of loose soils are located at the portion of site east of Santos Street. (Figure 1.6)

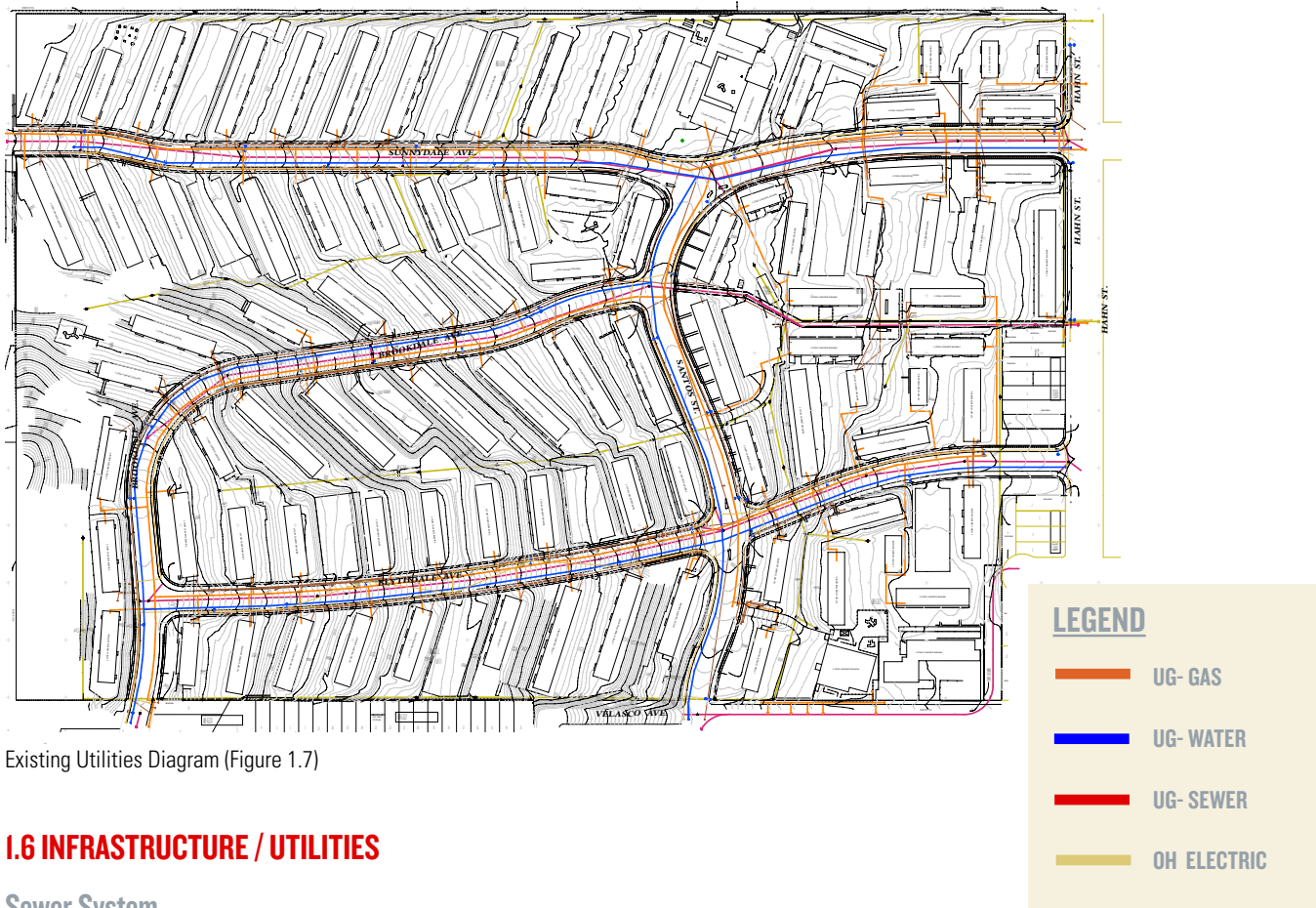
1.5 GEOTECHNICAL REPORT SUMMARY

The geotechnical report by EnGeo dated July 24, 2009 (and updated in April 2016) documents the existing soil and geological conditions at the Sunnydale/Velasco site. In general, the report notes that the site has loose soil for the top 3-5 feet of the soil profile. Removal and amendments of the existing soils to these depths for future development activities is recommended.

The soil indicates poor infiltrative capacity of “ 2×10^{-5} centimeters per second (cm/s) and 2×10^{-4} cm/s.” Given this condition, water quality and flow attenuation will likely need to be achieved via horizontal filtration (conveyance) and storage rather than groundwater recharge and vertical infiltration. The expansive soils also make the location of infiltration facilities all the more critical in their relationship to other improvements (foundations, walls, roads).



Soil Boring Sections
Typical site soils consist of sheared rock (blue) below sedimentary deposits (yellow).



Existing Utilities Diagram (Figure 1.7)

1.6 INFRASTRUCTURE / UTILITIES

Sewer System

The Sunnydale Watershed has been a focus of San Francisco Public Utilities Commission planning efforts culminating in the Urban Watershed Planning Charrette (Bayside Basins Summary Report) and Sunnydale Basin LID report of March 2009. Preliminary calculations show that the current system will be overloaded without flow controls. However, the SF Green Building Ordinance requires that proposed stormwater runoff rate shall be equal to the existing rate (LEED SS 6.1 - Flow Control) so downstream capacity should not be an issue.

Electric System

The existing electric is served by PG&E 4 KV overhead pole lines to a primary meter. The San Francisco Housing Authority serves the site with distribution and services from that primary meter. The San Francisco Housing Authority owns and SFPUC maintains the existing electric facilities. The existing overhead lines will be removed with the demolition work. New electric facilities will be undergrounded per current City and utility standards to serve the new residential and commercial development.

Gas System

The existing gas is served and maintained by PG&E. PG&E has multiple sources of gas to the site. A 6" steel main on Sunnydale Ave., a 2" steel main on Brookdale Ave. and a 2" steel main on Hahn Street. Existing PG&E mains will be cut off at the project boundary for demolition work. PG&E will provide new plastic gas mains in a joint trench with electric, telephone, catv and street lighting to serve the new residential and commercial uses.

Water System

The SFPUC's existing water system has the operational/emergency/fire storage transmission and conveyance piping and pumping capacity needed to serve the new development. New piping will be required due to proposed grade changes and new demand.



Both the park and the neighborhood edges create barriers to connectivity



A fence forms a boundary between Herz Playground and Sunnydale



Discontinuous street and barrier at Carrizal



Discontinuous street at Sunrise Way cul-de-sac



Discontinuous street at Castillo

1.7 URBAN FORM

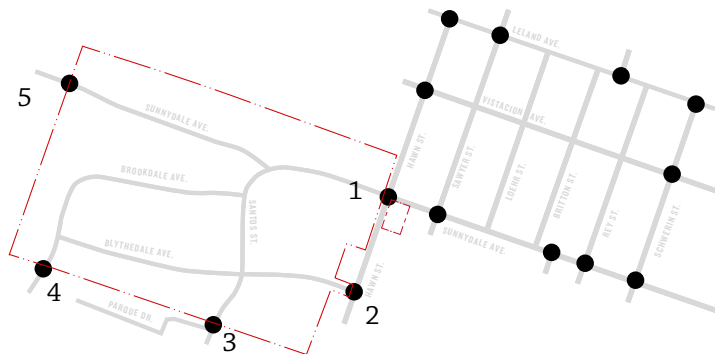
Boundaries and Access

Sunnydale is bound on both the south and east by single-family townhouses, by McLaren Park and the McLaren Early Education School to the west, and by Gleneagles International Golf Course to the north.

Five access points provide entrance into the community from the surrounding neighborhood:

1. Sunnydale Avenue at Hahn Street: This is the 'front door' of the community. An empty lot now incorporated as Parcel Q and a small corner store face the site and the service entry to Coffman Pool is directly north. Special care should be taken here to forge a connection with the greater Visitacion Valley neighborhood.
2. Blythdale Avenue at Hahn Street: Although private residences line this portion of Hahn Street, the two parcels directly adjacent to Blythdale are within the site boundaries and provide an opportunity to reinforce the connection with the surrounding community.
3. Santos Street at Velasco Street: Although this is the main transit access point to the site from the south, this entry feels quite distant from the center of the neighborhood.
4. Brookdale at Geneva Avenue: Winding up the hill from Geneva, Brookdale provides access here to the highest portions of the site.
5. Sunnydale Avenue at McLaren Park: The Girls After School Academy and John McLaren Early Education School are directly adjacent to the site at this point. A gravel parking lot at this location provides overflow parking for peak events at the golf course but does little to announce the entry to the park or community. Plans are in place to convert this lot into a bicycle skills park.

These five points of access represent one entry point for every 10 acres of land, which is significantly lower than most of the surrounding urban context.



Neighborhood Access Points

The lack of a street grid provides very few public access points to the Sunnydale neighborhood, compared to the neighboring community.

Street Layout

When comparing the street layout of Sunnydale to the adjacent neighborhood, the contrast is immediately apparent. The surrounding neighborhood streets follow the typical San Francisco rectilinear grid with many intersection points, however the streets of Sunnydale curve through the development with very few right-angle intersections. The primary intersection within the development occurs at Sunnydale Avenue and Santos Street.

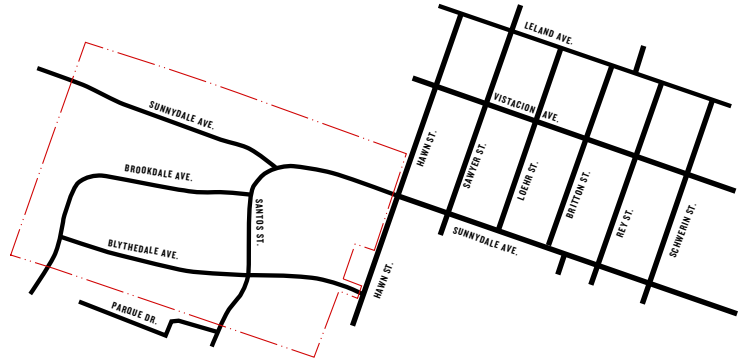
Overall, the street layout does very little to create connections within the neighborhood or to the surrounding city. While points along the streets afford sweeping views of the bay and McLaren Park due to the change in topography, the curving streets seem to create a “passing through” mentality and do not slow auto traffic as they cut through Sunnydale.

Building Form & Orientation

The contrast between Sunnydale and its immediate neighbors continues when comparing building form. The long blocks of two-story attached units are aligned perpendicularly to the four winding streets that weave throughout the development, so that the short sides of each block of attached townhouses face the street. This lack of building frontage on the streets also creates an internally-focused “barracks” dynamic that does not efficiently use land in an otherwise urban context.

With limited windows on the street facing façade, this building orientation does very little to promote “eyes on the street”. In contrast, the typical city grid allows attached single-family homes to address the streets and creates a secure, contained rear-yard. There are a few places along Hahn, Sunnydale and Santos where the buildings do face the street but these are limited and do not reflect the overall pattern.

The continuous roofs and flat facades of the buildings create long uninterrupted forms that do not differentiate individual units. Front doors and back doors face each other across ill-defined open spaces. Clotheslines and trash enclosures at the rear of the buildings are the only features that differentiate the front yards from the rear yards.



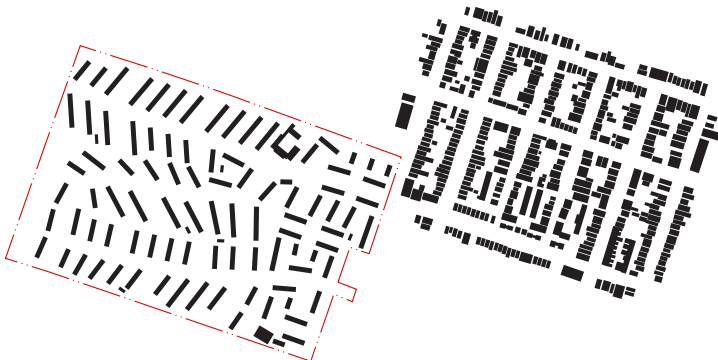
The lack of a street grid and relatively few streets in Sunnydale differ vastly from the neighboring community.



The majority of buildings do not orient toward the street.



Some townhouses face a public street, at the eastern edge of Sunnydale, creating a safer, more urban edge .



The built form of Sunnydale is visibly less dense than the typical surrounding neighborhood.





A Willie Brown Jr. Teen Center, Boys + Girls Club



B Internalized courtyard playground



C An interior block basketball court



D Typical front yard



E Typical rear yard



Public Space

The public center of the Sunnydale housing community is located at the intersection of Santos Street and Sunnydale Avenue. Community facilities at this location include the Willie L. Brown Center, which includes the Boys and Girls Club, TURF, the San Francisco Housing Authority leasing office, a community room and a playground. There is a small parking lot to serve the Community Center and a recycling center located behind the building.

In addition to this Community Center, there are a number of playgrounds and a basketball court scattered throughout Sunnydale. For the most part, these common open spaces are surrounded by buildings and each seems to be “semi-public” as they are located internally to building blocks and are not visually accessible from any of the four streets that cut through Sunnydale.

The front and rear yards of the townhouses also serve as public places however they lack both spatial definition and a clarity of public, semi-public, or private space, which has led to a lack of responsibility for these open spaces.

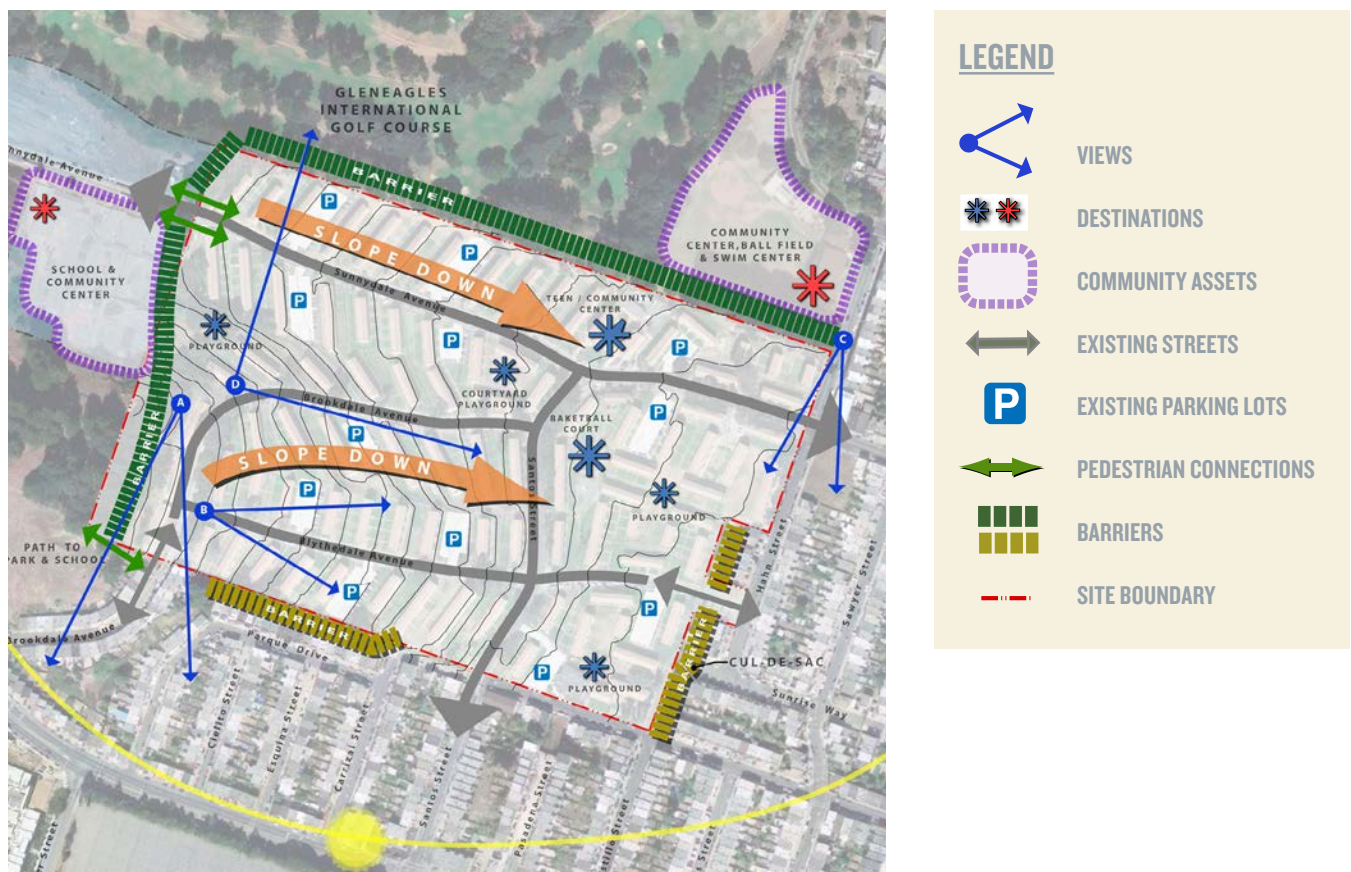


Diagram of Existing Conditions (Figure 1.1)



A Looking south from rear of units at Brookdale Avenue; View of San Bruno mountain



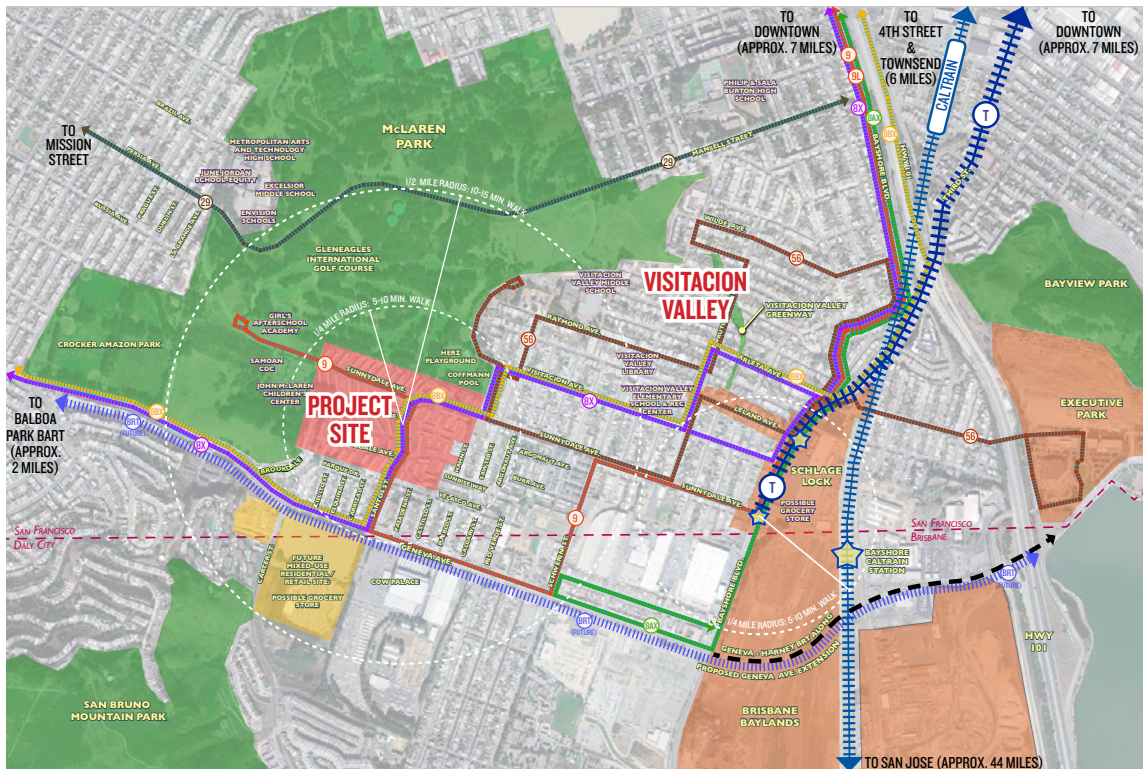
B Looking east down Brookdale Avenue; View of the bay in the distance.



C View looking south along Hahn Street.



D Looking northeast from the ridge between Brookdale and Sunnysdale Avenues; Panoramic view of McLaren Park.



Circulation Map: Visitacion Valley benefits from many transit lines connecting it to downtown and regional BART and CalTrain connections. (Figure 1.2)



MUNI transit through Sunnydale



Bus stop along Sunnydale Avenue

1.8 TRANSIT, CIRCULATION AND PARKING

Sunnydale has few access points to the immediate neighborhood, but connectivity to neighboring parts of the city is relatively good via car and public transportation.

Vehicular Connection

Visitacion Valley's streets are in a regular street grid pattern, with most streets one driving lane in each direction. Two major streets also provide access to the two highways and to other neighborhoods. Bayshore Boulevard forms the eastern border of the neighborhood and leads to the 101 freeway, the City of Brisbane to the south, and the Bayview neighborhood to the north. The MUNI T light rail line also runs on Bayshore Boulevard, terminating at Sunnydale Avenue. The Schlage Lock development site is located on Bayshore, as is Grocery Outlet and other businesses. Geneva Avenue is a major arterial that forms the southern border of the neighborhood, and is partially located in Daly City. Geneva Avenue leads to the Excelsior and Ocean Avenue neighborhoods and to Interstate 280.

Transit

Over 20% of Visitacion Valley households and 50% of Sunnydale households do not have a car, so public transit is an important connector. The area is served by San Francisco's public transit MUNI lines 9, 8X, 8AX, 8BX, 56 and the T light rail, which take passengers to the Balboa BART station, and to downtown. The MUNI lines 9 and 8X run through the Sunnydale development. In addition to MUNI service, the Caltrain Bayshore stop is



On-Site Circulation (Figure 1.3)

located 1/4 mile east of Bayshore Boulevard at Tunnel Avenue. Plans are in study to convert Geneva Avenue from an auto focused street into multi-modal corridor with a Bus Rapid Transit (BRT) line. The SamTrans line 292 connects Visitacion Valley residents at Bayshore Boulevard to downtown San Francisco to the north and to San Mateo County cities to the south.

Pedestrian and Cycling Connections

Sidewalks line all streets within Sunnydale but few street trees, poor lighting and inadequate trash enclosures make walking unpleasant and occasionally dangerous. Narrow and non-ADA compliant concrete paths provide the main access to most units but do not connect through the development. There is no direct pedestrian connection to the Herz Playground. There are no secure bicycle parking facilities in Sunnydale; the nearest bike racks are located at the John McLaren Center and the Coffman Pool. The few residents who cycle insecurely lock their bikes to handrails, fences, and outdoor laundry racks. Despite this less-than-ideal environment, the streets and sidewalks are filled with children after school, but poor lighting discourages activity after dark.

Green Connection

The City of San Francisco is also planning a Green Connection from the Candlestick Recreation Area to the Sunnydale public housing development and McLaren Park linking Leland Avenue, Hahn and Sunnydale Avenue. A Green Connection is a pedestrian and bike friendly street network that connects people to parks and open spaces with wildlife, improving people's access to the City's urban ecology.



Sidewalk at Santos Street near Sunnydale. Tree roots have damaged some sidewalks in the neighborhood.



Drainage ditch serves as the primary pedestrian connection to Herz Playground.



Trash cans occupy sidewalk /pedestrians paths.



Hilly topography plays a role in neighborhood disconnect.



Parking lots provide resident parking spaces in addition to on-street parking on both sides of each street. (Figure 1.4)

EXISTING PARKING SPACES	
OFF STREET SPACES	407-431
ON-STREET SPACES	452
TOTAL PARKING SPACES	859-883

Parking

Shared parking lots are typically located between every fourth building block on the western half of the site, while one or two centrally located parking lots serve each of the two square housing blocks on the eastern end of the site. There is also a small parking lot located behind the Community Center.

There are approximately 407-431 parking spaces in these lots. Additional on-street parking provides approximately 450 spaces and occurs along both sides of the four major streets. There are no designated spaces per housing unit. Although an official parking survey has not been completed, based on both the 1991 study (Marquis Associates Master Plan for Comprehensive Modernization), current observation, and a ratio of 1.9 unassigned spaces per unit, there does not appear to be a shortage of parking for the current resident population. However, provision of parking in proximity to homes has been noted as an important safety measure by some residents.

1.9 COMMUNITY SERVICES AND FACILITIES

Although there are a number of parks, community centers, places of worship, and schools on site or within 1/2 mile walking distance of Sunnydale, the area is underserved. The following list of community assets and diagram are subject to change.

Sunnydale Based Community Services

- Wu Yee Head Start & Early Head Start
- The Boys and Girls Club
- Visitation Valley Strong Families
- YMCA

- Sunnydale Health and Wellness Center
- Girls After School Academy
- TURF
- Ohana Community Garden



Typical off-street parking lot



Typical on-street parking



Community Assets Map (Figure 1.5)

Public Parks and Recreation

McLaren Park
Crocker Amazon Park
Herz Playground
Coffman Pool
Kellogg Velasco Park
Visitation Valley Playground
Visitation Valley Greenway
Visitation Valley Library

Schools & Child Development Centers

John McLaren Early Education
Visitation Valley Elementary School
Visitation Valley Middle School
El Dorado Elementary
Bayshore Elementary School
Our Lady of the Visitation School
Delta Preschool
Five Keys Charter School
Busy Bee CCC

Community Centers/Services

Visitation Valley Community Center
Visitation Valley Resource Center
Visitation Valley Community Beacon
John King Senior Community
Self Help for the Elderly
Metropolitan Fresh Start House
Samoan Community Development Center
Polly's Family Support Center
Asian Pacific Community Center
ROCK

1st Place to Start

The Village
Hawkins Village Clinic
Family Service Agency of San Francisco
Seneca Family of Agencies
SFDPH Reducing Stigma in the South East
Sojourner Truth Foster Family Service Agency
Sunnydale Health Resource Center
Visitation Valley Family Resource Center
Visitation Valley Neighborhood Access Point
Way Mentoring Program
Metropolitan Fresh Start House
Self Help for the Elderly

Churches

American Indian Baptist Church
St. James Presbyterian Church
Church of The Visitation
La'au Ole Ala Congregational
St. Phillips Church
River of Life Church

LEGEND

	PUBLIC PARKS AND RECREATION
	COMMUNITY CENTERS/ SERVICES
	SCHOOLS/ CHILD DEVELOPMENT CENTERS
	CHURCHES
	MARKET/CONVENIENCE STORE
	FOOD SERVICE
	GAS



Coffman Pool

I.10 HISTORIC RESOURCES

Neither the Sunnydale site, nor any individual buildings, were found to be eligible for listing in the National Register of Historic Places under any NRHP criteria in a 2001 report by Carey & Co. Inc.. In addition, Carey & Co's 2010 study of Thomas Church's original landscape found no retained historical value.

The Historic Resource Evaluation Report conducted by Circa in 2009 concludes that the Sunnydale site and any individual buildings are not eligible for the California Register of Historic Resources and do not retain historic integrity. See Circa HREER dated March 31, 2009 for the full report.

An archeological study of the site was requested by the San Francisco Planning Department. Refer to the joint CEQA/NEPA study for complete archeological and paleontological mitigation measures.

I.11 OTHER PLANNING AND REVITALIZATION

The surrounding neighborhood is experiencing growth and investment by both private and public entities. Visitacion Valley's proximity to downtown, views, level of vehicular and transit connectivity, and land available for development make this a very attractive neighborhood for development. Recent planning projects include:

- Brisbane Baylands Draft Specific Plan – February 2011
- Visitacion Valley/ Schlage Lock Plan – Approved July 2014
- Leland Avenue Streetscape – Opened Fall 2010
- Executive Park Mixed-use Residential Development Plan – Approved May 2011
- Hunter's Point Redevelopment – Approved July 2010
- Cow Palace Retail and Housing Development – in concept planning
- Green Connections Plan – March 2014

I.12 SUMMARY ANALYSIS | CRITICAL ISSUES AND OPPORTUNITIES

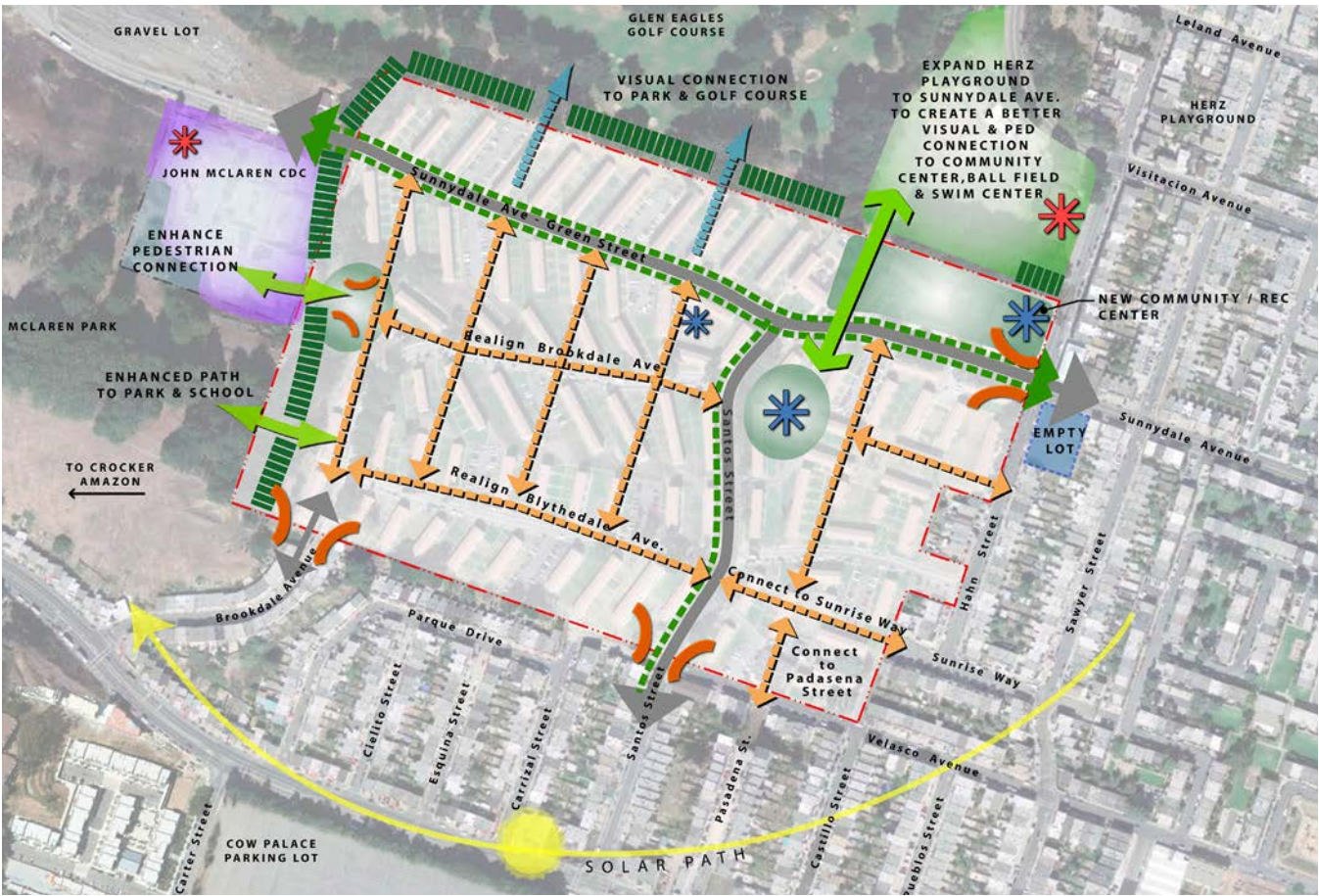
Topography

While the topography and stellar views it provides are one of the most attractive features of the site, providing accessibility for people with impaired mobility will be a particular challenge. In some instances podium buildings may be an effective strategy for building on sloped sites.

Connections

The curvilinear streets and relatively few connection points of the original site plan and subsequent development to the surrounding neighborhood have provided limited access to Sunnydale and restrict opportunity for further connection.

Considering that half of the existing residents do not own cars, better street connections within the site and to the surrounding neighborhood will provide the framework for a safer and more usable pedestrian network and help to reduce the isolation of the site.



Sunnydale Opportunities and Constraints: Summary Diagram (Figure 1.8)

Open Space

Currently, Sunnydale has a great deal of open space, but most is amorphous, consisting of leftover space between buildings rather than well-defined places. Residents appreciate this perceived openness, however also feel that the spaces between buildings are unsafe and not very usable.

When designing new private or semi-private spaces while also adding density, the desire for open space needs to be carefully balanced with management and safety of these spaces.

Public Parks

Sunnydale is bounded by public parks on two sides, yet has minimal access to these spaces. Recreation facilities provided on-site and at Herz Playground such as basketball courts and baseball fields are relatively unused due to lack of programming, supervision and perceived lack of security and safety. The edges of McLaren Park are viewed as both amenities and as security issues.

A new Sunnydale needs to better connect visually and physically with McLaren Park, Glen Eagles International Golf Course and Herz Playground. New on-site open spaces should be open, easily observable, and include active uses in plain view for better safety. Active open space should be programmed for regular use.

LEGEND

- OPEN SPACE OPPORTUNITY SITE
- COMMUNITY ASSETS
- DESTINATIONS
- EXISTING STREETS
- NEW STREETS
- NEW PEDESTRIAN CONNECTIONS
- GATEWAYS
- BOUNDARIES
- SITE AREA
- VISUAL CONNECTION



Community Planning Meeting to develop the Master Plan

2. Community Process & Goals

From November 2008 to April 2010 and continuing, Mercy Housing California and Related California have organized a community planning process with Sunnydale residents and the surrounding neighborhood to identify issues of concern and the change that is required to build a thriving community. As part of this process, the project team has been working with the community through community planning meetings and tours of similar developments, to develop community goals, ideas and plans for the transformation of Sunnydale.

2.1 COMMUNITY PROCESS

Held at Sunnydale and in the wider community, the 17 planning meetings were conducted in English, Cantonese, Samoan and Spanish and involved residents young and old. These 17 meetings were attended by 500 residents, neighbors, and community based organization leaders. The community meetings produced a forward-thinking master plan for a new Sunnydalea Sunnydale that will reconnect Sunnydale residents with the surrounding neighborhood and reconnect the surrounding neighborhood with the Sunnydale residents. It is envisioned that new housing will bring new residents of different incomes, new quality programs will enable youth and families to succeed, and new open spaces and green landscaping that will provide healthy places to play and thrive.

Concurrent with the master planning process, Mercy Housing and Related California conducted interviews of many of the community based organizations in the neighborhood and door to door interviews of each of the 775 households at Sunnydale. These interviews are informing the development of the programs and services that will best stabilize families and promote economic self-sufficiency.



Community Planning Meeting

2.2 KEY THEMES

In the community planning process residents and neighbors said that the new development should:

- Provide a safe, secure environment for all residents;
- Support youth, elders and families through quality programs, facilities, parks, and neighborhood retail;
- Provide ways to strengthen community and end the social and physical isolation of the site from the rest of the neighborhood;
- Be a sustainable, healthy community with green streets, open spaces, edible landscaping;
- Be a great place to live and visit.



Creating a Site Plan



Youth Involvement



Open Space Community Meeting



Tour of Similar Developments

2.3 COMMUNITY MASTER PLANNING MEETINGS

November 1, 2008	Introducing Sunnydale Hope SF
November 17, 2008	Introducing Sunnydale Hope SF
January 10, 2009	Community Assets
May 2, 2009	What makes a great community
May 30, 2009	What makes a great community follow up
June 16, 2009	Community goals for master plan
June 27, 2009	Bus tour of Housing Communities
July 11, 2009	Bus tour Debrief
August 26, 2009	Site Plan Options
October 24, 2009	Visitation Valley Community Wide Workshop
November 21, 2009	Open Space workshop
January 23, 2010	Buildings and Blocks
March 20, 2010	Buildings and Blocks Follow-Up
April 14, 2010	Community Open House





Youth Board from the 11/21/09 Open Space Workshop

Framework Plan



3. URBAN DESIGN CONCEPT

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3. URBAN DESIGN CONCEPT

The transformation of Sunnydale will follow simple, time-tested urban design principles that are related to the HOPE SF goals. These principles translate into the following urban design features of the Sunnydale HOPE SF Master Plan:

- Reconnect the street grid to the surrounding neighborhood;
- Create a series of blocks similar to the surrounding neighborhood;
- Provide carefully scaled open spaces and recreational opportunities along with neighborhood facilities;
- Place buildings facing the streets with entries to people's homes along wide, tree-lined sidewalks;
- Include a range of community services, including retail, recreational and supportive services for all residents within the community;
- Create a variety of housing types for a wide mix of incomes that continues the tradition of vibrant architecture within the neighborhood pattern, where individual units are identifiable;

The Framework Plan establishes the design concepts that will guide the development of the project. The sections that follow define the overall urban design of the project, including; land use, circulation, open space, sustainability, building type, and phasing.



Urban Design Concept Plan (Figure 3.1)

KEY TO URBAN DESIGN CONCEPT PLAN

- 1 Herz Playground and Coffman Pool (existing)
- 2 Plaza and stage
- 3 Neighborhood recreation / community center
- 4 Senior housing and family housing with ground floor retail and community services
- 5 Community open space "Neighborhood Green"
- 6 Community garden and orchard
- 7 Linear open space along Sunnydale Avenue
- 8 "Green Streets" along Santos St., Brookdale Ave. and Blythdale Avenue
- 9 Vehicular connection to Sunrise Way
- 10 Hillside open space
- 11 Internal residential courtyards
- 12 Overlook Open Space with community gathering space
- 13 "Skinny" pedestrian focused central street or linear open space
- 14 Child development center (existing)
- 15 Pedestrian connection to McLaren Park

SITE STATISTICS

TOTAL SITE AREA:	48.8 acres
NEW & RECONFIGURED STREETS:	12.2 acres
DEVELOPMENT SITES:	35.5 acres
OPEN SPACE:	3.6 acres
SUNNYDALE AVE. LINEAR OPEN SPACE:	1.0 acres
COURTYARDS/ COMMON OPEN SPACE:	5.0 acres
TOTAL USABLE PUBLIC OPEN SPACE:	11.4 acres

- STAND ALONE REC. / SERVICES BUILDING
- GROUND FLOOR COMMUNITY SERVICES
- GROUND FLOOR RETAIL
- RESIDENTIAL
- BUS STOP

3.1 URBAN DESIGN CONCEPT PLAN

Building “Better Neighborhoods” requires a combination of services and housing in a safe living environment. These principles will be carefully incorporated into the design of the buildings and open spaces of the Sunnydale Hope SF development. Buildings will include individual unit entries so that many homes have their own front doors on the street or from private interior courtyards. Living spaces, kitchens, and balconies will overlook the streets and open spaces for security, and to create the identity and sense of ownership which are crucial to defining a neighborhood. Open spaces will be fronted with community facilities and provided with active programs so that the outdoor gathering areas are supervised.



Sunnydale Linear open space

The rejuvenation of Sunnydale will build off the lessons of other revitalization projects, and go further in creating more housing, more housing variety, and more income variety, all keys to better neighborhoods. The plan incorporates the patterns of traditional San Francisco neighborhoods, upon which these fundamental principles are based.

The Master Plan proposes a community services “hub” near the gateway intersection of Sunnydale Avenue and Hahn Street to serve the broader neighborhood through

open spaces, community facilities and retail uses. The hub includes a new neighborhood green for community gatherings and events. Both senior and family housing is located in a mixed-use building at the southwest corner of Sunnydale and Hahn and has street-level retail as well as community services for seniors and the larger community. A new community center that will provide recreational and educational space is proposed at the northwest corner of Sunnydale and Hahn. As part of the Master Plan, the San Francisco Recreation and Parks Department’s existing Coffman Pool and Herz Playground, located north of the project site, would be made more visible by the creation of a view corridor from Hahn Street and landscaped open space west of the new community center. A community garden for project residents and neighbors and a pavilion that would provide a place for a farmer’s market, gatherings and performances are also proposed.

A new street network lined with bioswales and landscaping would straighten the existing street layout, add more cross streets, and connect the site to the neighborhood grid. MUNI (San Francisco Municipal Railway) bus stops and bicycle paths are planned for Santos Street and Sunnydale Avenue.



Internal residential courtyard



View up Central Drive to Overlook Open Space



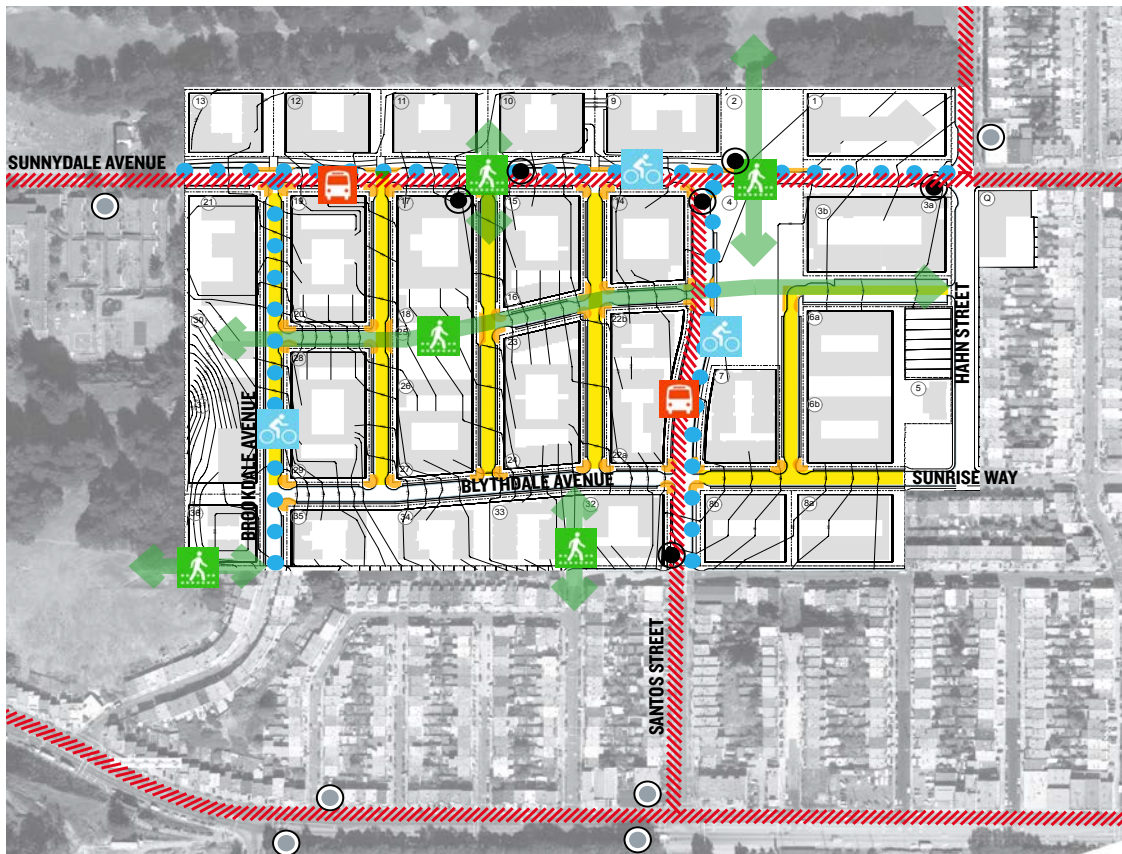
View across green street to Sunnydale Avenue



Neighborhood Green



Community Garden



Circulation Diagram (Figure 3.2)



3.2 STREETS, MOBILITY AND CIRCULATION

The new Sunnydale community will be developed incrementally to create a network of streets that connect with the surrounding neighborhood. As the major public connection to the Visitacion Valley community and gateway to McLaren Park, Sunnysdale Avenue will feature a wide linear open space, incorporating green street features, public spaces and enhanced pedestrian, bicycle and transit connections. Car share pods may be located throughout the site.

A new street at the center of the site will become the community spine, with green street features connecting through the neighborhood from Overlook Open Space to the Mid-Terrace Open Space to the Community Green.

At the southern end of the site, Blythdale Avenue will be straightened and extended through the existing cul-de-sac at Sunrise Way, providing one of the few new connections to the surrounding neighborhood. Green street features including bioretention swales will also define the streetscape along Blythdale.

Currently the only north-south vehicular connection through the site, Santos Street will remain the principal transit street in the neighborhood with reconfigured bus stops incorporating bus bulbs and 'Next Bus' technology. Pedestrian and bicycle connections will be strengthened through wide tree-lined sidewalks and marked bicycle lanes, linking the



Transit, bicycles and pedestrians share the road

expanded Herz Playground to the new Neighborhood Green and continuing south to Geneva Avenue.

Brookdale Avenue will also be re-aligned to connect Sunnydale Avenue in the north of the neighborhood through the site to Geneva Avenue to the south.

The difficult 'Y' intersection at Sunnydale Avenue and Santos Street will be reconfigured into a 'T' to provide for greater pedestrian safety and other traffic calming measures will be taken throughout the site.

New north-south residential streets moving west from Santos will connect these four main streets, providing the structure for the area. The new streets will be aligned in a grid, fronted by residential entries, in keeping with the surrounding neighborhood fabric. Although grade differential and the current development pattern will limit connections to the existing neighborhood streets, pedestrian walkways are planned where possible and new view corridors will be opened to the golf course to the north.



On-site car share



Green Streets



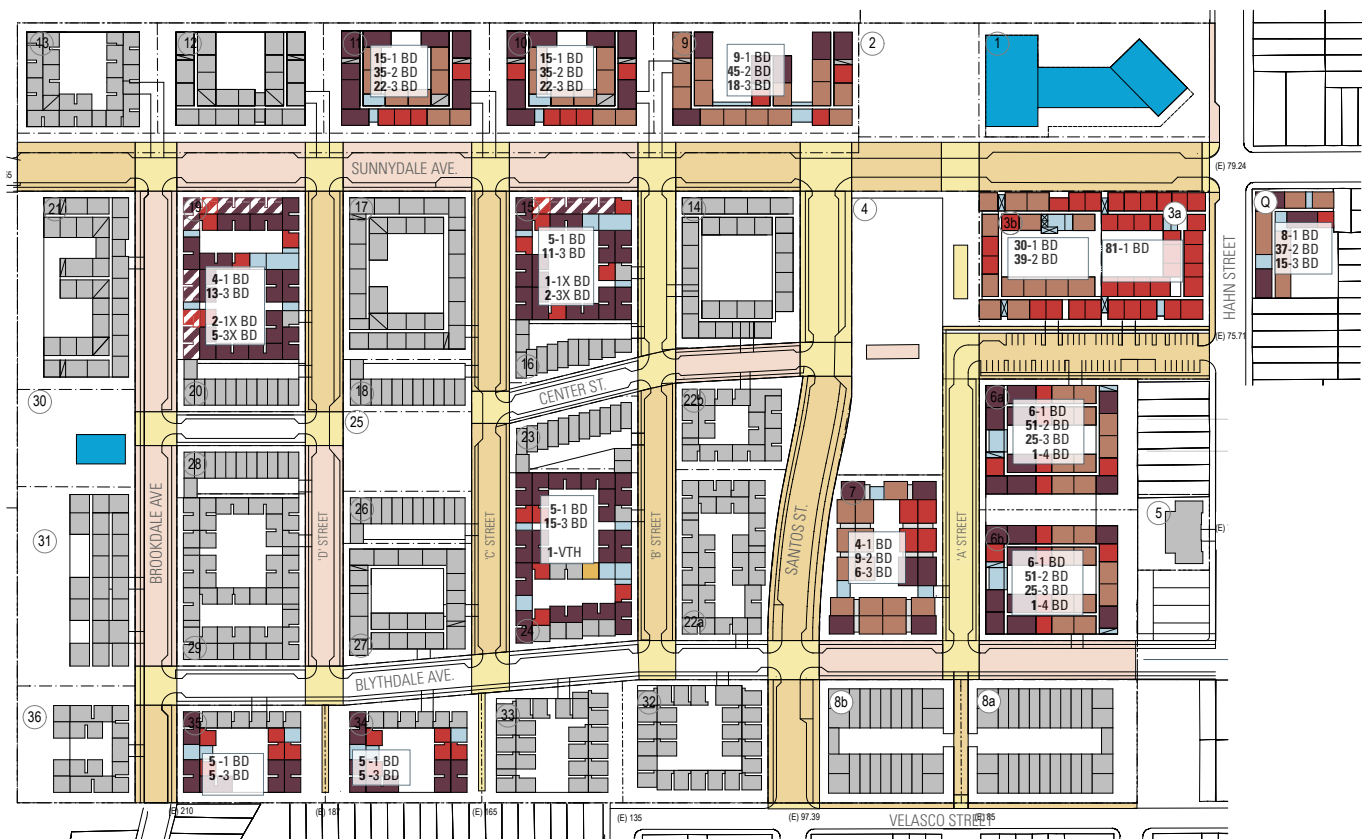
Existing Street Topography Diagram

3.3 GRADING AND ACCESSIBILITY STRATEGY

The elevation change across the site is 175 feet, dropping from 250 feet above sea level at the western edge of the site to 75 feet at the southeast corner, sloping down toward the Bay. Currently, the average grade change spanning from the highest point to the lowest point on the site is 9 percent. The plan proposes an accessibility strategy where the site east of Santos Street is graded to a 5 percent slope or less. This area includes the new community center, senior and family mixed-use building, and Neighborhood Green. In addition a multi-purpose path at the new Sunnydale Linear Open Space would provide accessibility up to the western property line. This path would feed the new north-south streets, also graded to less than 5 percent slopes, providing a high level of accessibility throughout the development.



Proposed Accessibility Strategy (Figure 3.3)



Proposed Unit Accessibility Diagram (Figure 3.4)

The diagram above illustrates the intended site-wide distribution of accessible units on an accessible path. Actual distribution and unit count will be determined as the individual blocks are developed.

**AFFORDABLE ACCESSIBLE OR ADAPTABLE
UNITS ON AN ACCESSIBLE PATH**

1 BEDROOM FLAT	192
2 BEDROOM FLAT	302
3 OR 4 BEDROOM FLAT	181
TOTAL UNITS	675
PERCENT OF TOTAL UNITS	40%
PERCENT OF AFFORDABLE UNITS	97%

AFFORDABLE UNITS ON A PATH BETWEEN 5% AND 8.3%

1 BEDROOM FLAT	10
3 BEDROOM FLAT	10
TOTAL UNITS	20

VISITABLE TOWNHOUSES	2
----------------------	---

LEGEND

- 1 BEDROOM FLAT (1 BD)
- 2 BEDROOM FLAT (2 BD)
- 3 OR 4 BEDROOM FLAT (3BD)
- 1 BEDROOM FLAT (ON 5%-8.3% (1 XBD)
- 3 BEDROOM FLAT (ON 5%-8.3% (3X BD)
- VISITABLE TOWNHOUSE
- PUBLICLY ACCESSIBLE BUILDING ON ACCESSIBLE PATH
- ACCESSIBLE LOBBY
- <2% STREET SLOPE
- 2%-5% STREET SLOPE
- 5%-8.3% STREET SLOPE

3.4 OPEN SPACE CONCEPT

The new Sunnydale master plan establishes an open space system that builds off of neighboring open spaces at McLaren Park, including the Gleneagles International Golf Course (6) and Herz Playground (1), enhances connections to the greater Visitacion Valley, the SF Green Connections corridors, and is firmly rooted in the vision of a sustainable community. A new recreation/community center and open space at Sunnydale Avenue and Hahn Street will link the new development to Herz Playground, which is currently difficult to access, lacks visual surveillance for user security and thus is little used.

A potentially renovated Herz Playground (1) would greatly improve access, visibility and safety for Sunnydale residents while also providing a major link to the greater community and transforming a little used playground into an important community asset. The new neighborhood recreation and community services center will serve the entire community and act as a gateway into the neighborhood.

An Overlook Open Space (9) at the western edge of the site will provide a view to the bay and beyond while also becoming a pedestrian connection point to McLaren Park (10), the John McLaren Child Development Center and Crocker Amazon Park. A small recreation building here can become a location for community events or parties.

Secure common open space is provided internal to each block in building courtyards that would provide smaller tot lots, barbeque areas and other amenities for residents.

Moving down the hill, Center Street is interrupted at the steepest part of the site by Mid-Terrace Open Space (8), a series of stairs and terraced gardens in the San Francisco tradition, ensuring that no resident lives further than two blocks away from publicly accessible open space. An alternative shows this street as a terraced greenway for its entire length. The new street or greenway culminates at the bottom of the hill in a new central open space at Santos Street where a neighborhood green (3) will provide a center for the community with a half acre community garden (5) and pavilion (4) that could host a weekly farmers' market promoting access to healthy food. A fruit tree orchard links the Neighborhood Green to the Herz Playground. The specific program and design of the open space will continue to be developed in workshops with the community.

This continuity of open spaces and green streets could eventually be continued east continuing to Bayshore Boulevard and eventually to the Bay as envisioned by the San Francisco Green Connections Network, the Leland Avenue Concept Plan, the Visitacion Valley/Schlage Lock Urban Design Plan and the Visitacion Valley Greenway.



Open Space Concept Diagram (Figure 3.5)

KEY

- 1 Herz Playground and Coffman Pool (Existing RPD Property)
- 2 Plaza and Stage
- 3 Neighborhood Green
- 4 Community Pavilion
- 5 Community Garden
- 6 Gleneagles International Golf Course (Existing RPD Property)
- 7 Sunnydale Linear Open Space
- 8 Mid-terrace Open Space
- 9 Overlook Open Space
- 10 McLaren Park (Existing RPD Property)
- 11 Pedestrian Access to Carrizal Street
- 12 Optional Terraced Greenway

LEGEND

- CENTRAL NEIGHBORHOOD OPEN SPACE
- EXISTING NEIGHBORHOOD PARK
- COMMUNITY OPEN SPACE
- ORCHARD
- INTERNAL RESIDENTIAL COURTYARD
- STORMWATER DEMONSTRATION LINEAR O.S.
- POCKET OPEN SPACE
- VIEW CONNECTION TO MCLAREN PARK
- PEDESTRIAN ACCESS TO MCLAREN PARK



Building Type Diagram (Figure 3.6)

3.5 BUILDING FORM AND HOUSING TYPES

The new Sunnydale community will include a wide variety of housing types, for households of equally diverse income levels encompassing the whole spectrum of the “housing ladder” including replacement of public housing and additional affordable rental and market rate for-sale and/or rental homes distributed throughout the site.

Much of the housing will be flats and townhomes with secure assigned parking. Ample on-street visitor parking will also be provided. These homes will emphasize stoop entries along the sidewalks with living spaces looking out on the street. The small local streets will have primarily parallel parking along tree-lined streets, minimizing the visual impact of parking in the neighborhood. These homes will have a variety of semi-private interior landscaped and hardscaped courtyards providing secure play areas for children with some private patios and decks, depending on the individual building.

LEGEND

35	BLOCK NUMBER
34 u	UNITS
24 sp	OFF STREET PARKING SPACES PER BUILDING

- STACKED FLATS
- TOWNHOUSES OVER FLAT
- TOWNHOUSES WITH TUCK-UNDER PARKING
- COMMUNITY / OPEN SPACES
- LOBBY/COMMON SPACE



Community Center

Along the upper edge of the development, it is anticipated that hillside terraced townhomes with small garage/podiums stepping up the hill will allow residents to have views overlooking the neighborhood toward the Bay and McLaren Park. These terraced buildings will step with the existing topography and will have units which “line” the podium parking allowing the residential units to front the street. At the bottom of the hill, mixed-use podium buildings for seniors and families will anchor the new open space and allow services and homes to look upon the open space providing informal surveillance and greater safety with “eyes on the park”.



Mixed Use Building



Podium Courtyard



Single Family Townhouses



Stacked flats express residential modulation



Residential units line the parking podium and



Green Streets



Solar Shading



Alternative Energy Generation



Community Garden

Sustainability through Integrated Design



Human Health



Health of Community



Health of Natural World

3.6 SUSTAINABILITY

The goal of the development team is to create a model sustainable community through an integrated design approach that looks not only at the future of the built environment but the health of individuals and community in, and surrounding the project area. To this end, the team has used a number of tools to guide the development of the master plan.

LEED for Neighborhood Development

The LEED for Neighborhood Development (ND) Rating System incorporates compact development, urbanism and green building goals into the first national system for neighborhood design. The scale of the Sunnydale HOPE SF development offers a unique opportunity to address these principles in an existing urban environment and the development team has committed to the goal of a creating a LEED ND certified community. The sustainability guidelines and standards located in Chapter 7 represent the controls required to reach this goal.

San Francisco Green Building Code

The San Francisco Green Building Code sets green building requirements for all newly constructed buildings in San Francisco. The Sunnydale development intends to fully comply with the standards and exceed requirements where possible. For more specific details, see the San Francisco Green Building Code.

Green Point Rated

Required under the SF Green Building Code, GreenPoint Rated is a third party verification of the criteria outlined in Build It Green's Green Building Guidelines, a system developed specifically for green home building in California. The SF Green Building Code uses this system and/or the LEED program to ensure and rate the level of sustainability of an individual building. Many of the buildings at Sunnydale will exceed the GreenPoint Rated threshold of 75 points.

San Francisco Indicator Project

The development team worked with the San Francisco Department of Public Health to incorporate public health goals for land use planning as recommended by the San Francisco Indicator Project (see <http://www.sfindicatorproject.org>). The DPH evaluated baseline conditions and provided community level health data using a number of public health



Solar Photovoltaics

indicators for Sunnydale and the surrounding neighborhood and proposed recommendations to help inform the master planning with the aim of creating a 'health-promoting' community.

Enterprise Green Communities Criteria

The Sunnydale HOPE SF development will also follow the Enterprise Green Communities criteria. These are the first sustainable criteria developed specifically for affordable housing. These criteria are aligned with the LEED rating system and focus on creating a cost-effective strategy to creating a sustainable community.

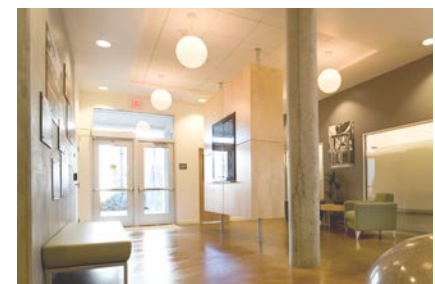
To kick off this process a charrette was held in May of 2009 bringing together the various members of the client team, city departments including the Mayor's Office of Housing and the Public Utilities Commission and consultants to set the framework for the subsequent master plan development.



Green Communities Charrette

Energy Master plan

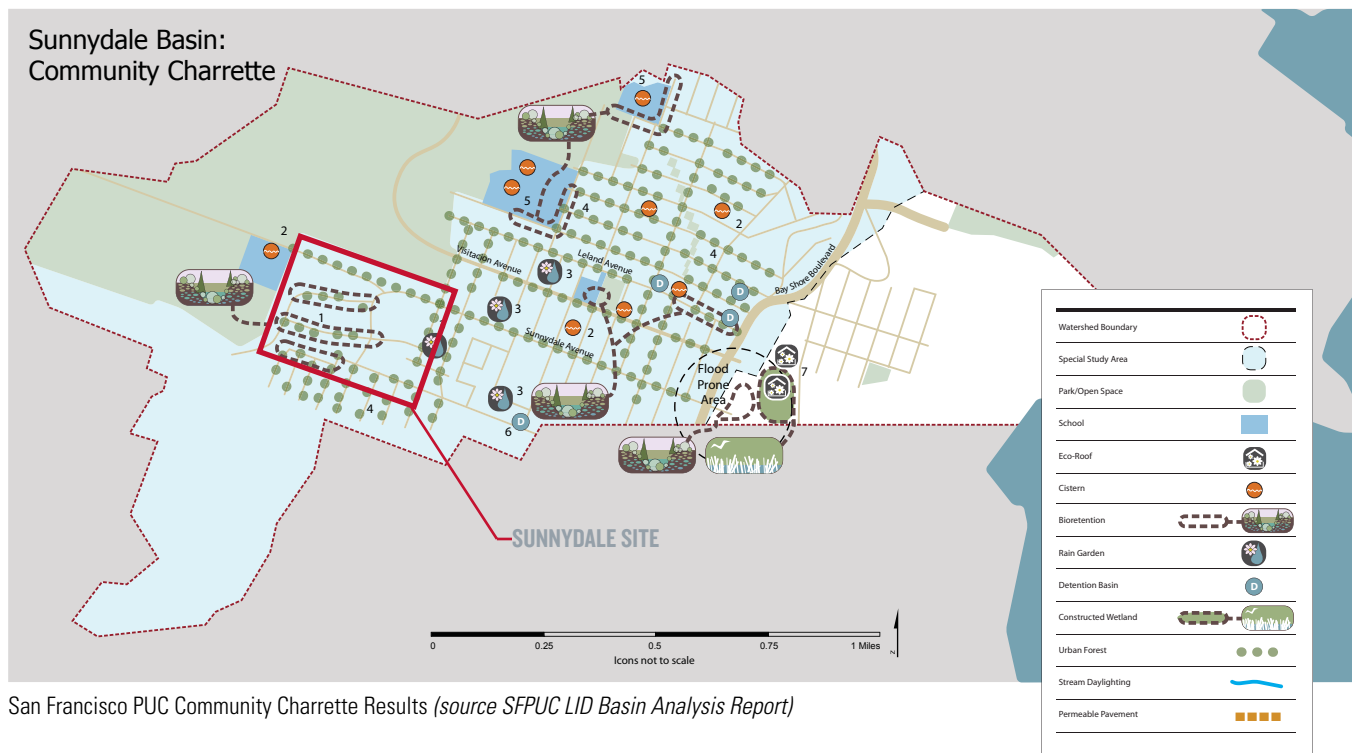
An energy master plan outlining site wide strategies for conserving energy has been developed by CTG Energetics funded by a grant from the Enterprise Foundation. A charrette was held in March of 2011 to develop a set of guiding principles to serve as a filter through which all energy related technology and strategy decisions can be evaluated.



Low VOC Interiors



Bicycle Ridership and Carsharing



Sunnydale Avenue Linear Open Space
LID Demonstration Area

3.7 GREEN STREETS AND STORMWATER MANAGEMENT

As a critical link in the Sunnydale Watershed, the Sunnydale HOPE SF community will integrate low impact design, green streets, open space and other flow control features into the site development to reduce runoff and improve water quality as well as to educate the community about these features.

The proposed green stormwater infrastructure system in the rights-of-way will consist of biofiltration swales (bioswales), porous pavements and a rain garden. Each of these facilities will collect, control, treat, and convey surface runoff as well as:

- Reduce the effective impervious area of the right-of-way.
- Attenuate surface runoff resulting in reduced peak flow rates.
- Provide interception and evapotranspiration of rain water to reduce flow volumes.
- Provide opportunities to infiltrate stormwater and recharge the groundwater, though this would be minimal due to the soil conditions.



Rain Garden



Bioswale



Skinny Street



Community Open Space / Rainwater Receiving



Stormwater Planter



Development Controls and Design Guidelines

4. LAND USE AND DENSITY CONTROLS		7.1.5 Residential Entrances	89
4.1 Land Use and Density Controls and Guidelines	48	7.1.6 Residential Design	90
5. STREET DESIGN		7.1.7 Blank Facades	92
5.1 Street Design Controls and Guidelines	49	7.1.8 Meters, Utilities, and Trash	92
5.2 Detailed Street Sections	51	7.1.9 Gates and Fences	93
6. OPEN SPACE		7.1.10 Retail/Service Facades and Entrances	93
6.1 Open Space Controls and Guidelines	65	7.1.11 Roof Design	95
6.2 Open Space Design Intent	67	7.1.12 Building Lighting	95
6.3 Planting Guidelines	78	7.1.13 Parking, Parking Entrances and Curb Cuts	96
6.3.1 Proposed Tree Species	79	7.1.14 Usable Open Space at Buildings	97
6.4 Site Lighting, Paving and Furnishing	82	7.1.15 Pedestrian Mews/Paseos	98
7. BUILDING DEVELOPMENT		7.2 Design Intent: Block by Block Analysis	99
7.1 Controls and Guidelines	83	7.3 Townhouse Blocks	121
7.1.1 Building Heights	84	8. SUSTAINABILITY PRINCIPLES	
7.1.2 Massing and Bulk Controls	85	8.1 Smart Location and Linkages	127
7.1.3 Lot Coverage/Rear Yards	88	8.2 Neighborhood Pattern and Design	127
7.1.4 Setbacks and Build-To Lines	88	8.3 Green Infrastructure and Building	130
		8.4 Stormwater Management	132



Implementation

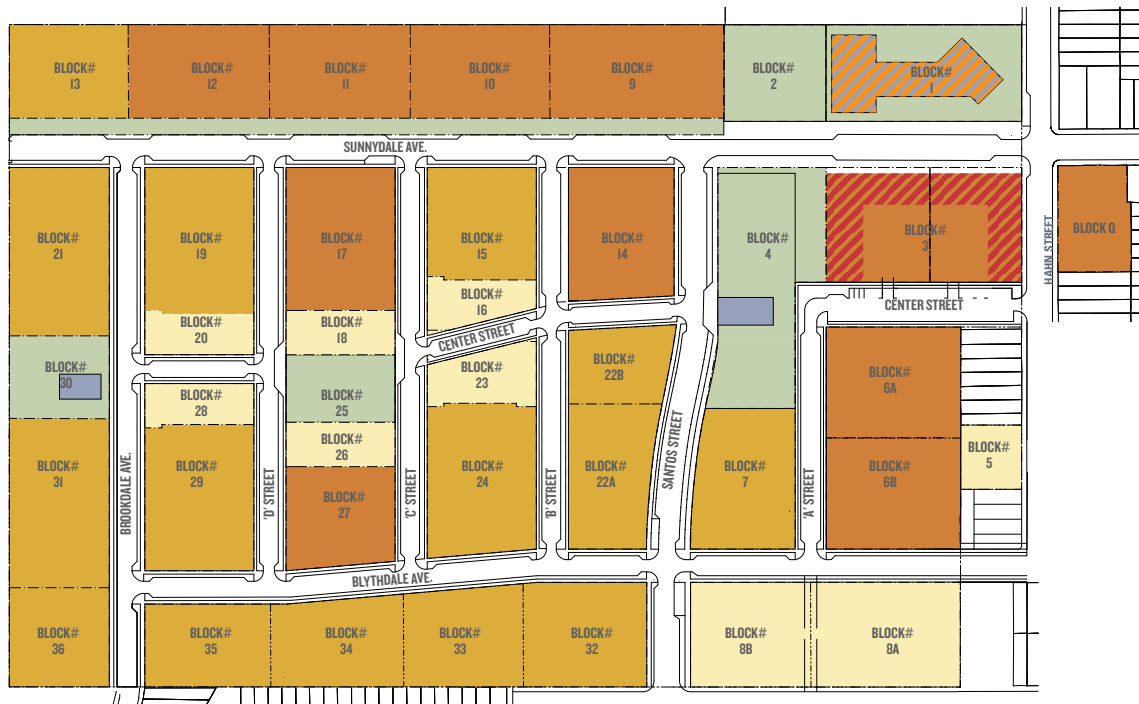
The purpose of this Design Standards and Guidelines document is to set forth requirements and recommendations for site planning, street and open space design, and building design on a master plan level. Development of the new Sunnydale will be regulated by these Development Controls and Guidelines.

DEVELOPMENT CONTROLS

Development Controls establish essential aspects to achieve the project goals and objectives. Development Controls are clearly measurable and adherence to them is mandatory for all blocks. San Francisco Planning Code requirements shall be used to govern all aspects of development not addressed in these Development Controls or the Sunnydale Special Use District.

DESIGN GUIDELINES

The guidelines are intended to ensure that building and site design will be consistent with the Urban Design Concept Plan. Individual project or block proposals must demonstrate an attempt to conform to all relevant Design Guidelines.



Land Use Concept Diagram. (Figure 4.1)

4. Land Use

Within the development of Sunnydale, land use shall be restricted to those uses permitted by the SF Planning Code including the Sunnydale HOPE SF Special Use District. Location of land uses shall adhere to the Land Use Concept Plan above. Residential densities indicated above represent master plan concepts and not necessarily the ultimate build-out.

4.1 LAND USE AND DENSITY CONTROLS AND GUIDELINES

Development Controls

1. A Community Recreation Center shall be located on Block 1, at the northeast corner of Sunnydale Avenue and Hahn Street.
2. Mixed-use buildings with ground floor retail and community facilities shall be built on Block 3 as noted in Figure 4.1 above. Primary retail frontage shall address Hahn Street and Sunnydale Avenue.
3. Open space shall be provided in locations noted in Figure 4.1. See Chapter 6 for Open Space Controls and Guidelines.

Design Guidelines

- a. Retail uses are encouraged to include outdoor uses, as defined by the San Francisco Planning Code Section 790.70.

LEGEND

-  HIGHER DENSITY RESIDENTIAL
-  MEDIUM DENSITY RESIDENTIAL
-  LOWER DENSITY RESIDENTIAL
-  COMMUNITY/ RESIDENTIAL OR COMMUNITY BUILDING
-  GROUND FLOOR RETAIL AND SERVICES
-  COMMUNITY OPEN SPACE



New and Reconfigured Streets Diagram and Preliminary Parcel Map (Figure 5.1)

5. Street Design

The new and reconfigured streets of Sunnydale should be designed to be safe and accommodating to all, with wide sidewalks, shade trees and Bay views. Description and design intent are described for each street. These streets are further described in the Sunnydale Hope SF Master Infrastructure Plan (MIP).

5.1 STREET DESIGN CONTROLS AND GUIDELINES

Development Controls

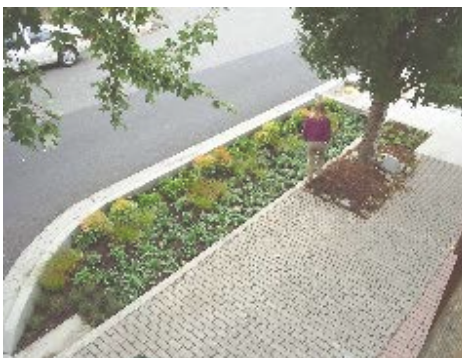
1. Streets shall be provided at locations specified in Figure 5.1. The street network should be permeable and all required streets must connect at both ends, with full access by the public at all times. Private drives or parking entries may not be substituted for required streets.
2. Street design shall adhere to the standards contained in the San Francisco Better Streets Plan (SFBSP) except as otherwise specified in this document.
3. Street trees shall be planted per the San Francisco Better Streets guidelines, acknowledging that actual tree spacing will be influenced by street character, lighting, tree species, lines of sight, utilities, architecture and other issues. See Chapter 6.3 for planting guidelines.

LEGEND

	EXISTING STREETS
	RECONFIGURED EXISTING STREETS
	NEW STREET
	NEW COMMUNITY OPEN SPACE
	NEW RECREATION CENTER



Tree Lined 'Green' Streets



Traffic Calming



Green Parking Streets



Pervious Paving

5.1 STREET DESIGN CONTROLS AND GUIDELINES (CONTINUED)

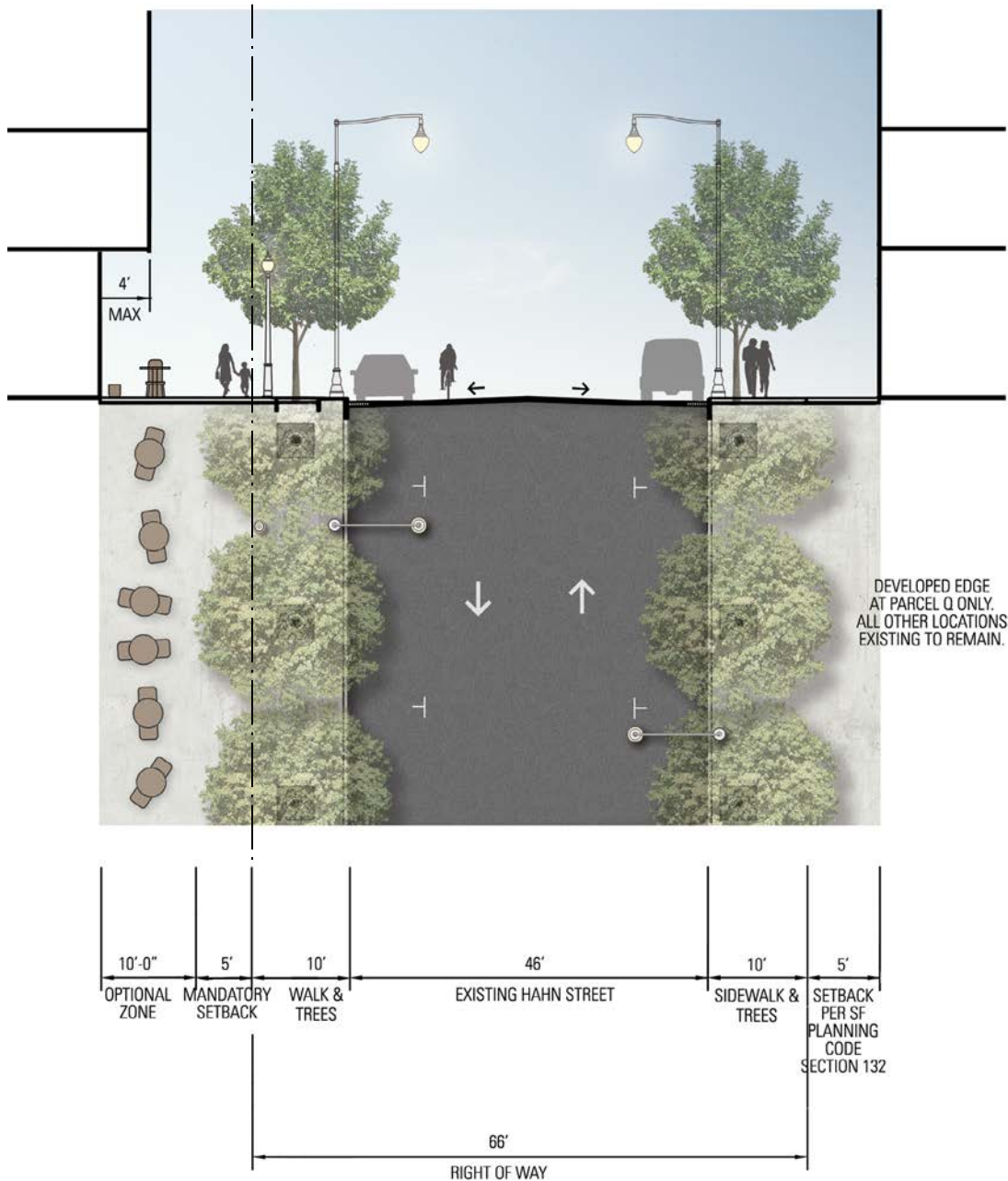
4. Major intersections, including all intersections at Sunnydale Avenue and Santos Street, shall be designed with corner bulb-outs to slow traffic. Bulb-outs should be planted with native and/or drought-tolerant plants, and offer seating areas and opportunities for installation of public art.
5. Corner bulbs and sidewalk bulb-outs shall be designed to be consistent with the San Francisco Better Streets Plan, Department of Public Works, and other City specifications to accommodate use of mechanical street sweepers, San Francisco Fire Department and comply with San Francisco Municipal Transportation Agency regulations.
6. All utilities on new streets shall be located underground, where possible and as approved by the City.
7. Utility boxes, backflow devices, and other mechanical equipment shall be placed in unobtrusive locations where possible and as approved by the City.
8. Projections or obstructions from structures into the public rights of way shall be limited to those permitted in San Francisco Planning Code Section 136.

Design Guidelines

- a. New public streets should be designed to support all modes of circulation: walking, bicycling, transit, automotive, and anticipated parking needs.
- b. New public streets should utilize consistent sidewalk design (color, pattern, etc.), well-designed street furniture including seating, waste receptacles, and pedestrian-scaled street lights.
- c. In addition to street lights, pedestrian-scaled streetlights 10-16' in height should be installed along all streets consistently. Sunnydale Avenue and Santos Street may have special fixtures. See Section 6.4 for further lighting guidelines.
- d. Streetlights should use low voltage fixtures and LED lamps or comparable energy efficient bulbs per SFDPW and SFPUC requirements.
- e. Street furniture selections should be consistent with other open space design elements throughout site.
- f. Paving material with a Solar Reflectance Index (SRI) of at least 29 should be used for more than 50% of paving (can include courtyards).
- g. Tree species should be varied throughout the neighborhood. Tree species may be varied by street to provide a different visual character on individual streets, but in most cases generally be consistent along each street. To reduce or minimize water consumption, trees, sidewalk plantings and plant material should be native and drought-tolerant wherever possible per SFPUC landscape and irrigation Guidelines. See Section 5.3.1 for Proposed Tree Species.
- h. Streetscape design should incorporate pervious surfaces for water percolation and retention, wherever possible.

5.2. DETAILED STREET SECTIONS

The following street sections represent controls and design vision for each different street type. Each street should be built to the specification of the street design provided.

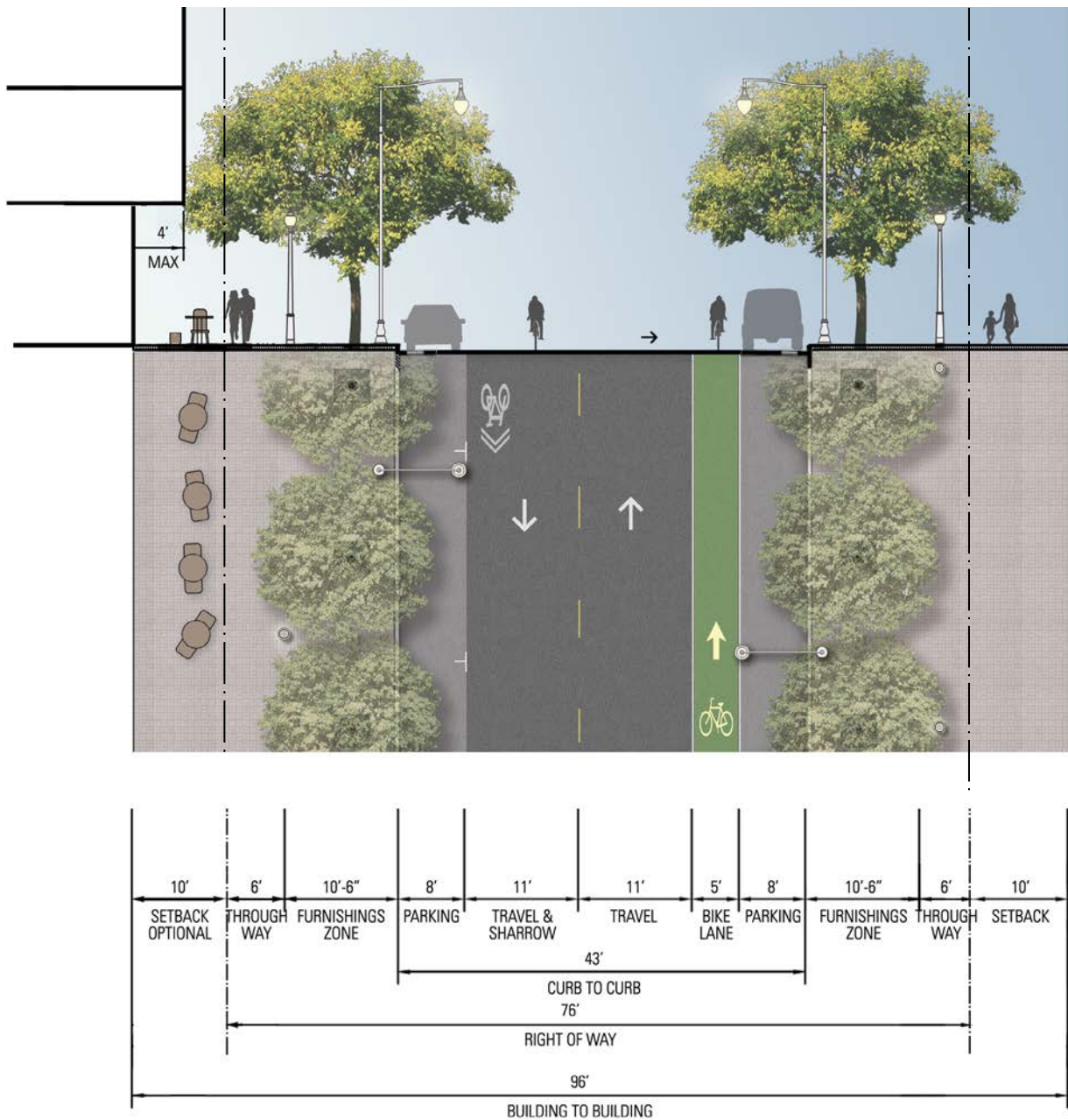


5.2.1 HAHN STREET

Hahn Street, an existing street that will only be improved at Blocks 1, 3, 5 and Q, will provide the front door to the new Sunnydale neighborhood. At the mixed-use buildings, retail uses are encouraged to spill out into the furnishings setback to activate the sidewalk. A mandatory 5 foot setback creates a minimum sidewalk width of 15 feet. A further setback of 10 feet is allowed if desired for active uses such as cafe seating. Upper levels may overhang this setback by no more than four feet. The eastern side of Hahn Street will be developed at Parcel Q only.



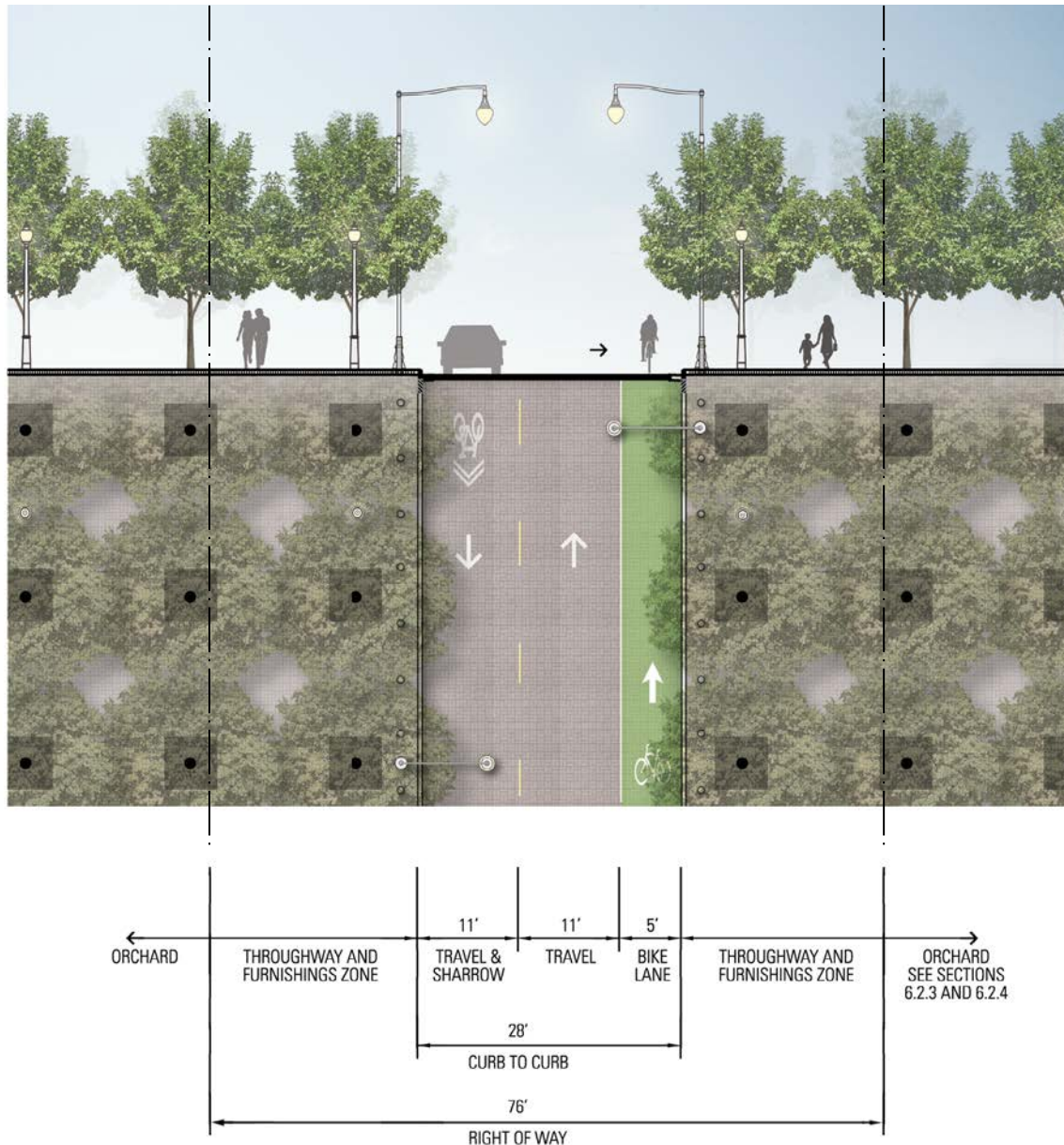
KEY PLAN



KEY PLAN

5.2.2 SUNNYDALE AVENUE EAST

East of Santos, Sunnydale Avenue will be a more commercial-oriented street with wider sidewalks and potentially DPW approved special paving. A further setback of 10 feet is allowed adjacent to the mixed-use buildings if desired for active uses such as cafe seating. Upper levels may overhang this setback by no more than four feet. Bicycle lanes will be painted green to emphasize this important link.

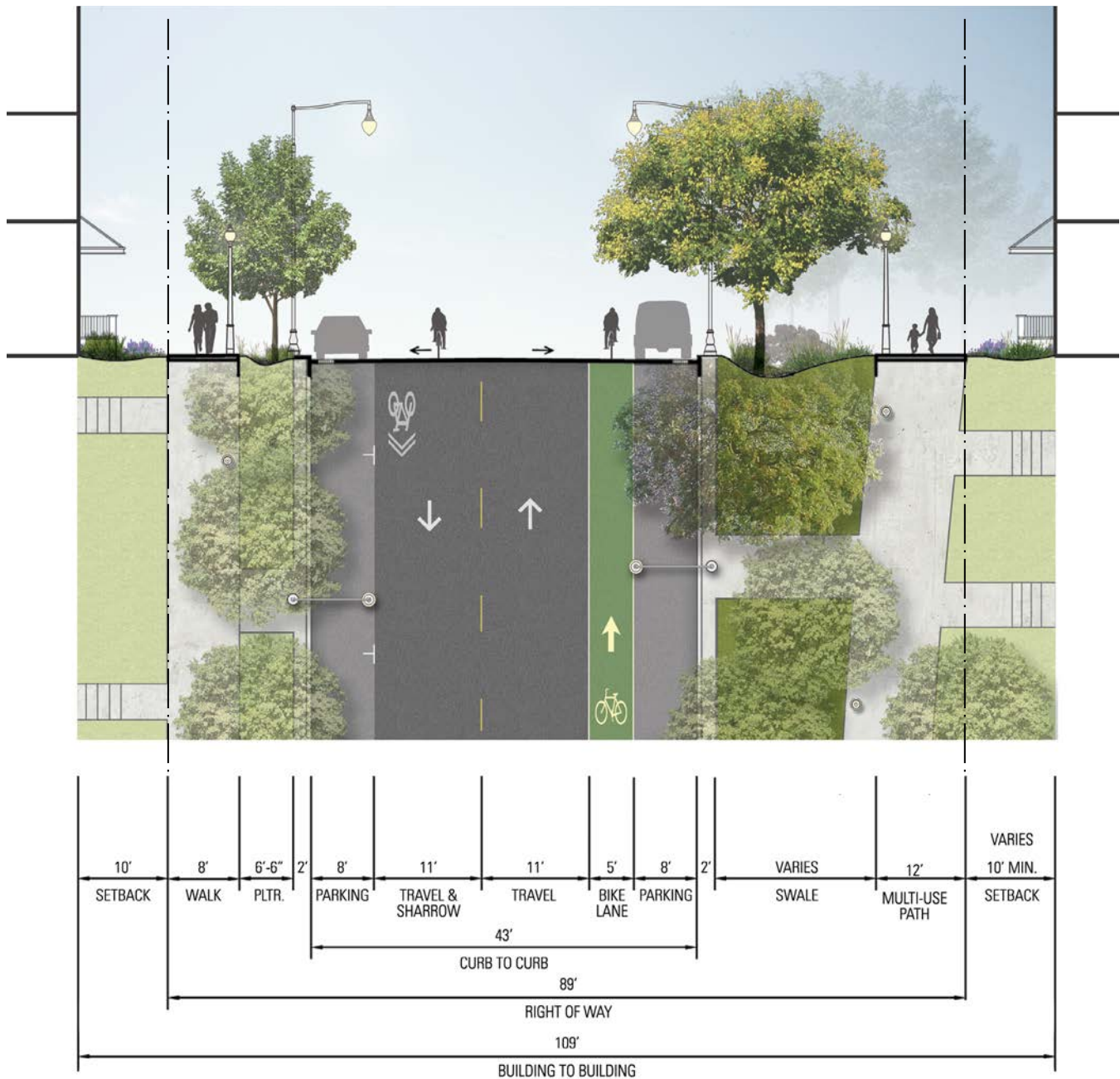


5.2.3 SUNNYDALE AVENUE AT PLAZA AND ORCHARD

As Sunnydale Avenue reaches the orchard and plaza, the pavement changes to emphasize the link from Herz Playground south through the plaza to the neighborhood green and community garden. Although Sunnydale Avenue still has curbs at this point, DPW approved special paving may be used on the sidewalk and street to emphasize the connection. Bollards will be placed at the curb line to warn pedestrians at this busy transit intersection.



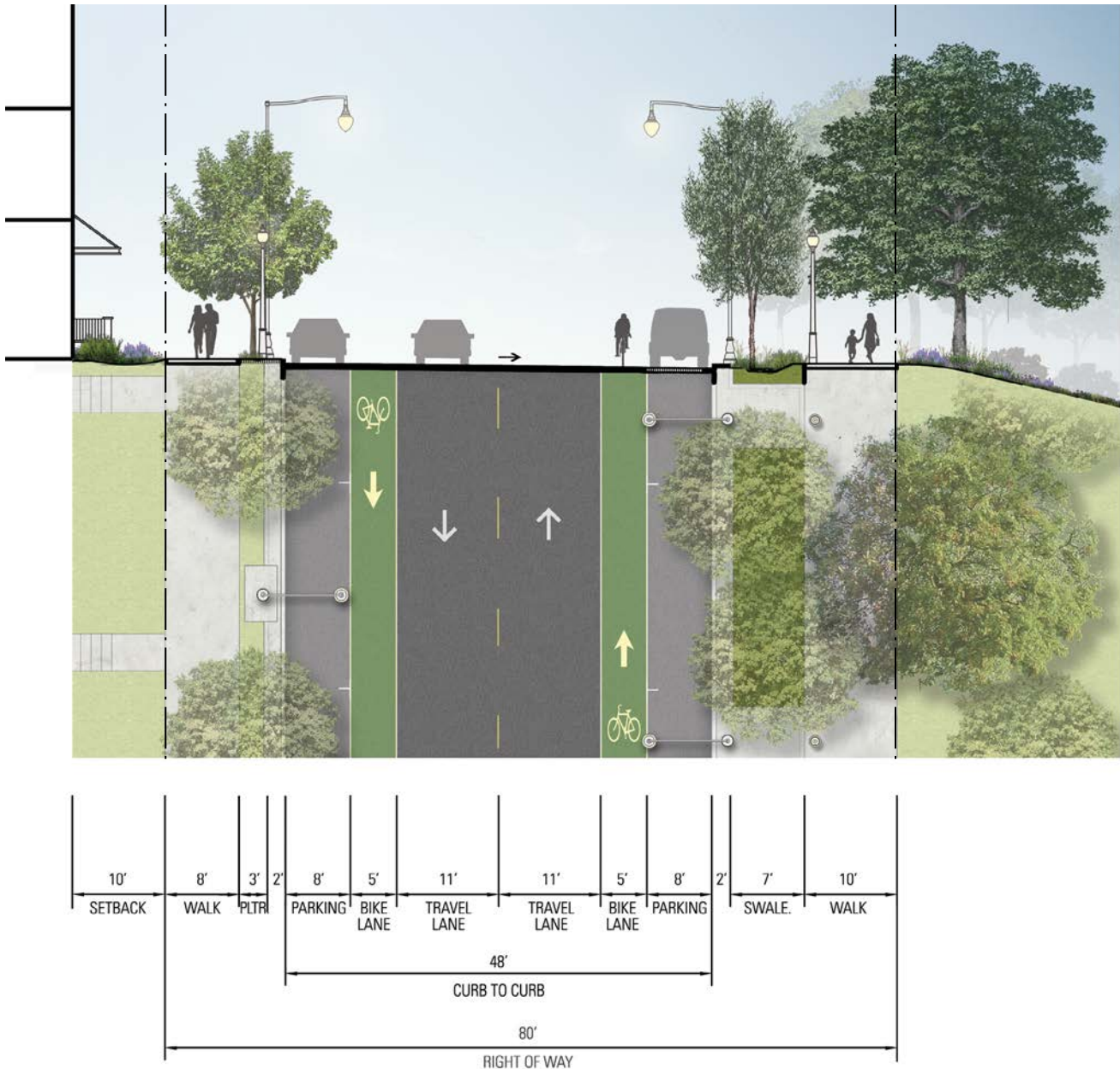
KEY PLAN



KEY PLAN

5.2.4 SUNNYDALE AVENUE WEST

Sunnydale Avenue west of Santos Street is a showcase green street traveling up the hill to link to McLaren Park. Using generous setbacks, the street boasts a broad open space/greenway along the north side of the road. Working in tandem, a multi-use path and a linear open space braid in and out of one another, recalling the historic stream that once flowed nearby. See Section 6.2.6 for further detail.

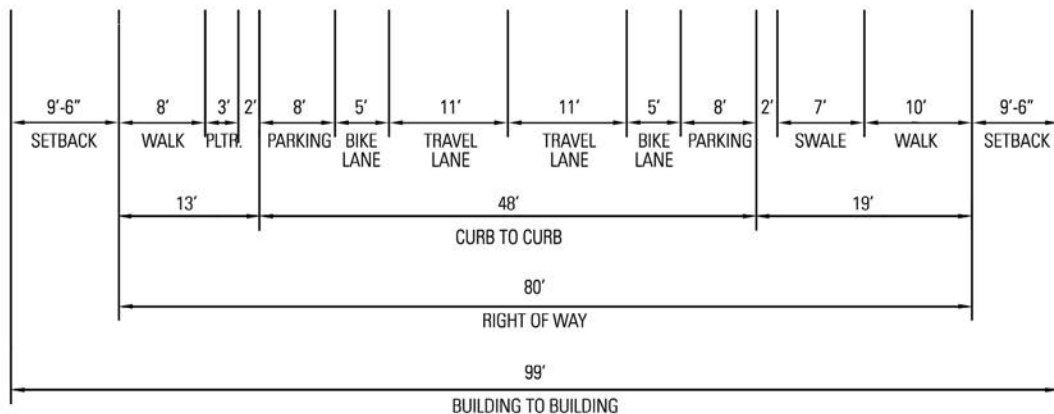


5.2.5 SANTOS STREET AT OPEN SPACE

Santos is a bus arterial and key community connector. The complete street design emphasizes pedestrian and bike transportation. Rain gardens with street trees and parking bulb outs will slow traffic, as will the presence of bike lanes. Bicycle lanes will be painted green to emphasize this important link. Abutting the new Neighborhood Green, the bike/pedestrian circulation provides a family-friendly wide sidewalk that is buffered from the cars by a shallow stormwater swale. Where feasible and allowed by DPW standards, porous paving materials are used.



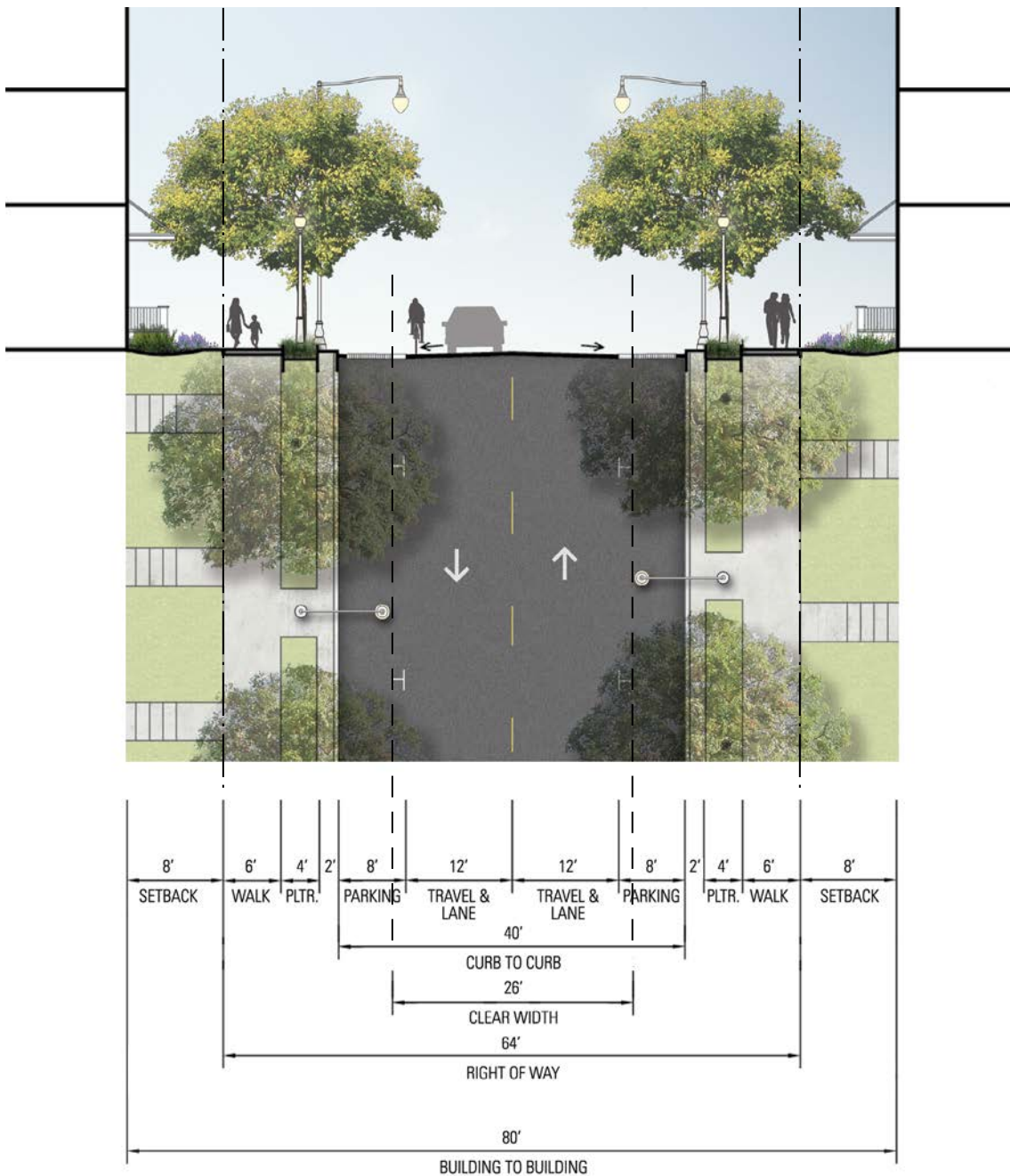
KEY PLAN



KEY PLAN

5.2.6 SANTOS STREET SOUTH

Santos Street is a bus arterial and key community connector. The complete street design emphasizes pedestrian and bike transportation. Rain gardens with street trees and parking bulb outs will slow traffic, as will the presence of bike lanes. The looser planting of the park edge trees continues past the residential buildings south of the park, linking to the edge of the development at Velasco Street.

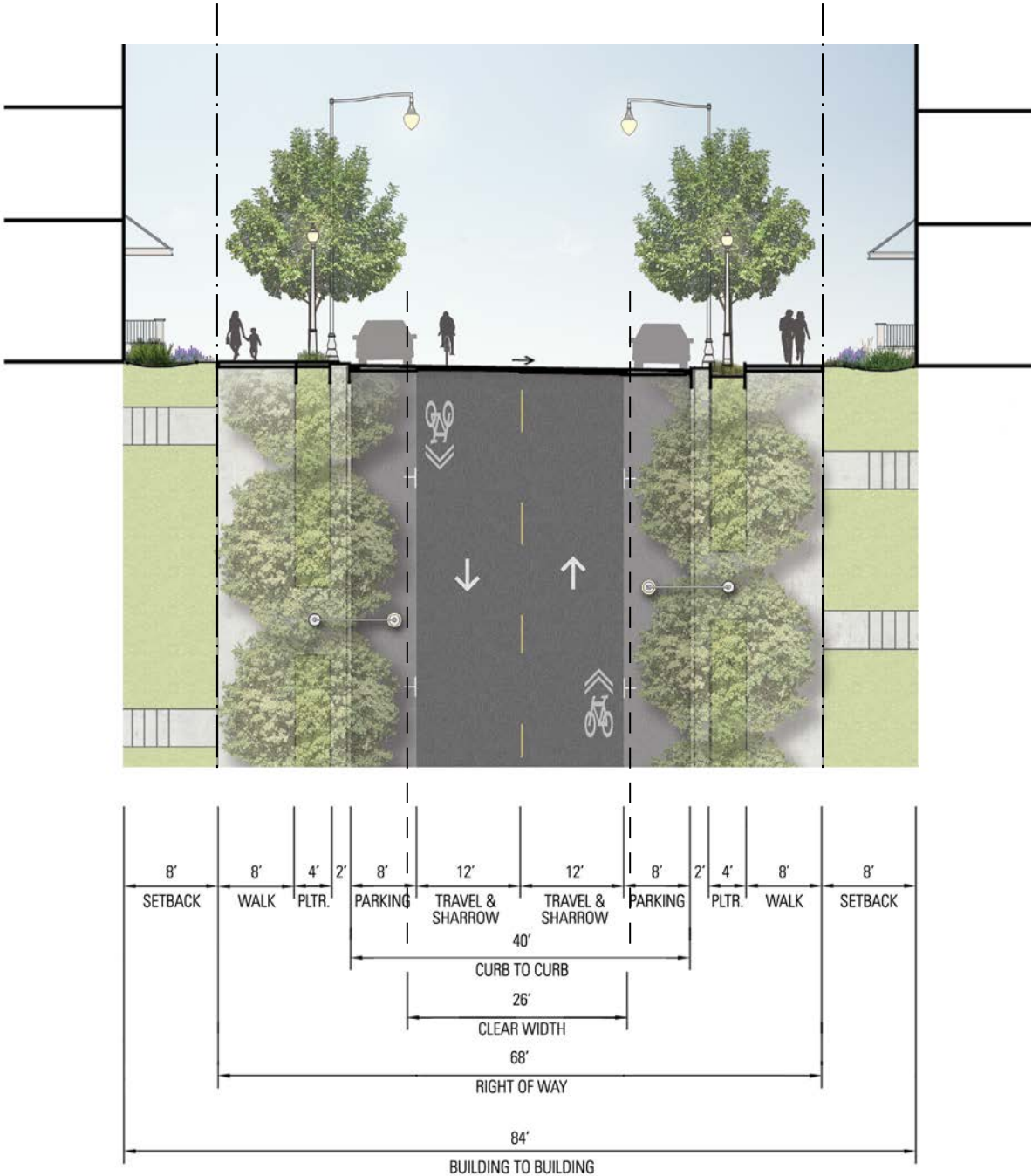


5.2.7 BLYTHDALE AVENUE AND CONNECTION TO SUNRISE WAY

Blythdale Avenue will be reconfigured to connect to the existing cul-de-sac at Sunrise Way providing an important connection to the neighborhood and Hahn Street. Given its steepness, the use of porous paving is limited but is proposed in places where the grade makes it feasible. In addition, structured rain gardens provide an excellent opportunity to provide stormwater treatment, seating opportunities and pedestrian interest.



KEY PLAN

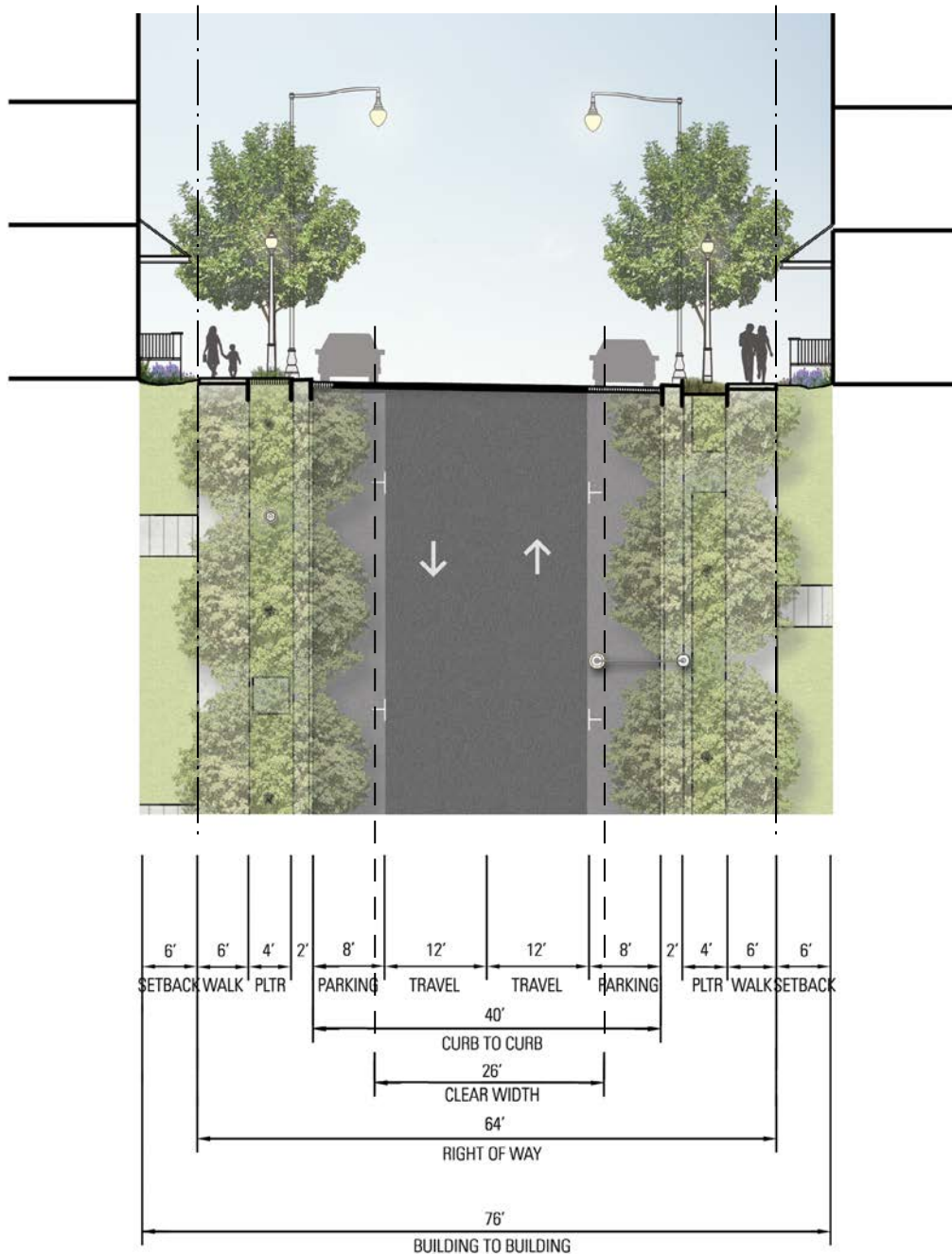


5.2.8 BROOKDALE AVENUE

Cutting across the top of the site, Brookdale Avenue connects from Sunnydale Avenue south to Geneva Avenue. Rather than having dedicated bike lanes, sharrows will be used. Porous paving will be used for the parking and sidewalks where allowed by DPW. Outside of the right of way, in the setbacks fronting the buildings, more naturalized swales buffer between the street and the surrounding buildings.

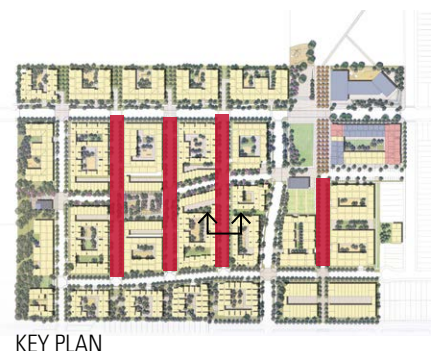


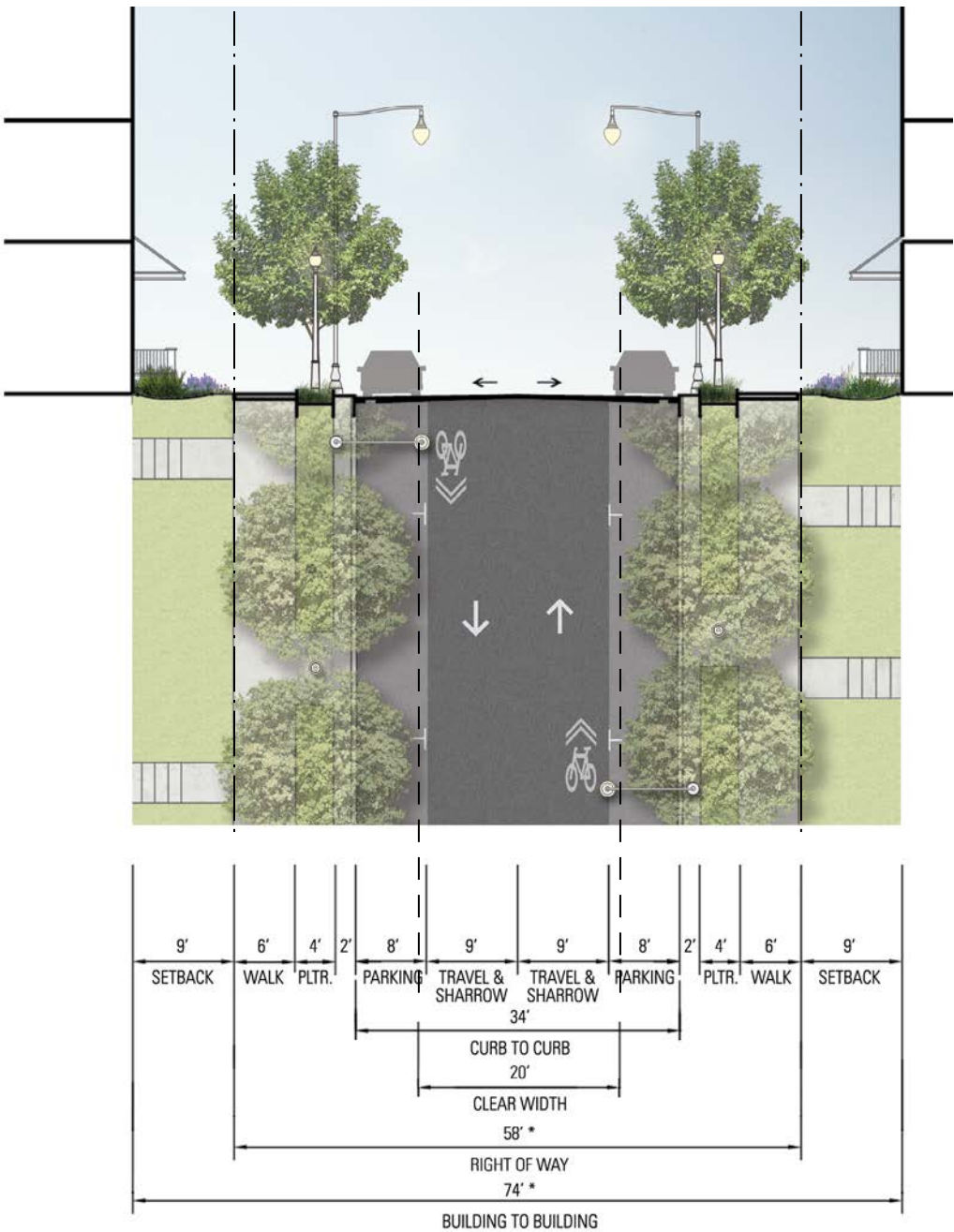
KEY PLAN



5.2.9 STREETS A-D (NEW NORTH/SOUTH NEIGHBORHOOD STREETS)

The north-south streets between Brookdale Avenue and Hahn Street are envisioned as smaller scale residential streets with little through traffic. These streets make up the heart of the neighborhood and set its residential character. Graded to less than five percent, these streets will also provide an accessible path to almost all of the blocks within Sunnydale.





KEY PLAN

5.2.10 CENTER STREET

The new Center Street is a smaller scale street that downplays its role as a vehicular corridor, and is, instead, part of an exceptional pedestrian circulation system. Again, due to grades, the use of porous pavements may be limited, but should be used when appropriate. The Central Greenway Alternative, shown opposite, eliminates the driving lanes and creates a pedestrian only linear open space with front doors to townhouses stepping up the hill.



Center Street Plan



View of Center Street up to Overlook Open Space

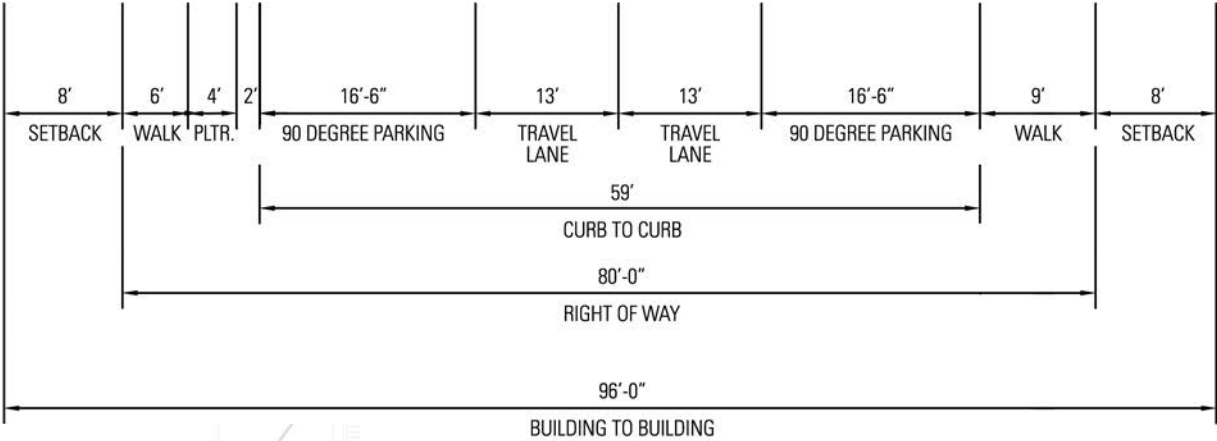


— Townhouses face linear open space rather than street in greenway alternative

Central Greenway Plan Alternative



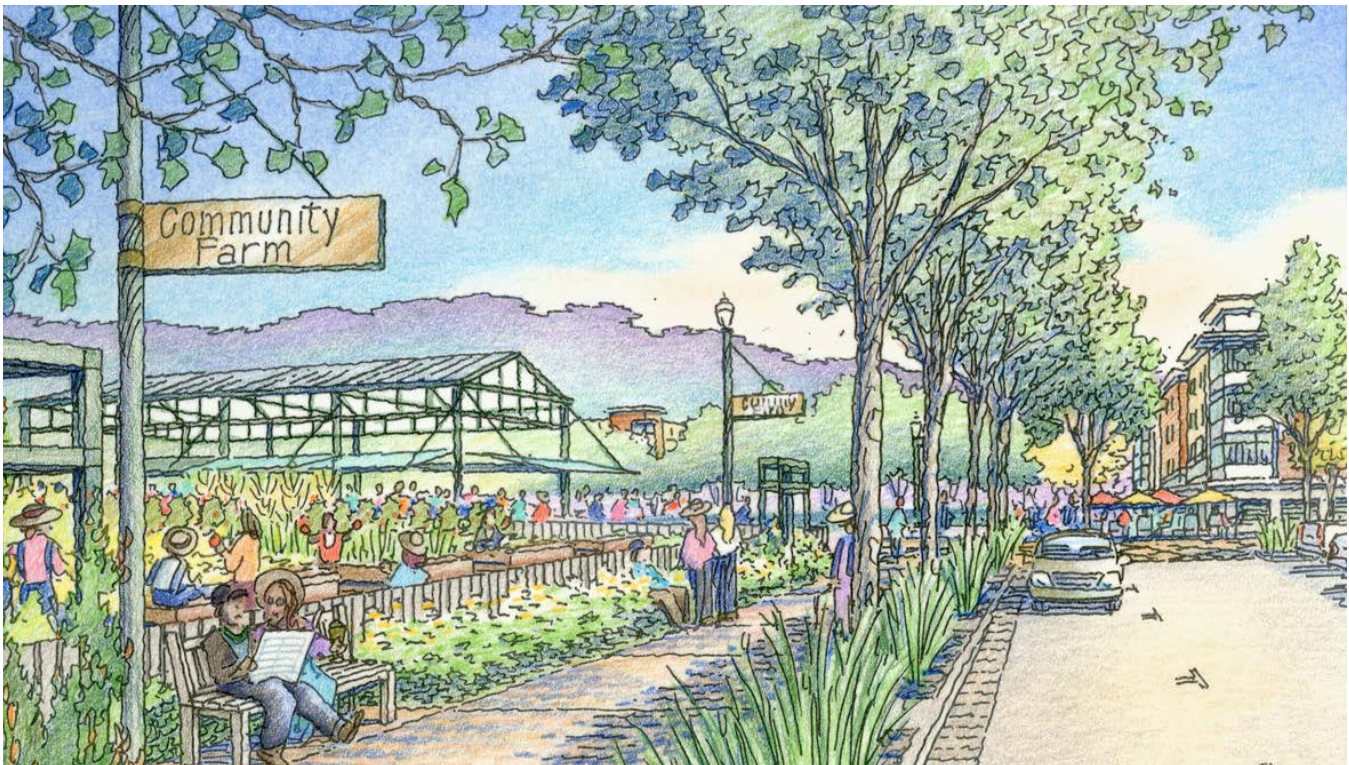
View of Central Greenway Alternative up to Overlook Open Space



KEY PLAN

5.2.11 LOWER CENTER STREET

The lower Center Street, located between Hahn Street and the new ‘A’ Street, south of the senior and family mixed use buildings, is designed with perpendicular parking to serve the retail and neighborhood services. Loading for the mixed-use buildings can be accommodated here. Minumum 5 foot wide by 16’-6” planters shall be located a minimum of every five parking spaces and permitted by driveway entrances and utilities.



View of Community Garden, Pavilion and Park

6. Open Space

The character of the Sunnydale development is defined by its existing neighboring parks and new open spaces. Sunnydale is bounded by the 317 acre McLaren Park and abuts Gleneagles Golf Course and Herz Playground on its north property line. In addition, the new development provides 3.6 acres of new community open spaces.

The following sections provide a conceptual description of the open spaces as envisioned and the Controls and Guidelines for each space. Amenities and uses will be refined upon further programming with the community.

The Sections 6.1 through 6.2.9 describe the publicly accessible community open spaces within the master plan and sets design standards for their execution. Sections 6.2.10 to 6.2.12 describe other open spaces that may be privately accessible but provide public benefit such as view corridors.

The following designs are concepts only. Final designs will be reviewed by the Planning Department and other appropriate city agencies during approval of Phased Applications and building design review for compliance with the DSG document. Final designs should be coordinated with the design of adjacent building parcels. The design of public open spaces is to include a community process to solicit feedback on potential designs.



Neighborhood Green



Farmers' Market



Open Space Key Plan (Figure 6.1)

KEY

- | | |
|---|--|
| 1 Herz Playground and Coffman Pool
(Existing outside project boundary
with proposed connections) | 8 Sunnydale Linear Open Space |
| 2 Gateway Plaza and Recreation/
Community Center | 9 Mid-Terrace Open Space |
| 3 Plaza and Stage | 9A Central Greenway Alternative |
| 4 Neighborhood Green and Orchard | 10 Overlook Open Space |
| 5 Community Pavilion | 11 McLaren Park (Existing) |
| 6 Community Garden | 12 Gateway to McLaren Park |
| 7 Gleneagles Golf Course (Existing) | 13 Pedestrian Connection to Carrizal |
| | 14 Golf Course Edge Pocket open space |

6.1 OPEN SPACE CONTROLS AND GUIDELINES

Development Controls

1. The Plaza and Stage, Neighborhood Green, Mid-Terrace Open Space and Overlook Open Space shall be provided at the locations shown in the plans, be publicly accessible and remain open per the Sunnydale Hope SF Development Agreement description regarding access and operational standards.
2. All Community Open Spaces shall be visually and physically accessible to the public.
3. Community Open Spaces shall be well lit to enhance safety and security.

Design Guidelines

Amenities/Design

- a. Open spaces should provide ample play spaces for children and seating for public users such as low walls, benches and/or stairs.
- b. Recreation equipment should be designed for a range of ages and selected to complement the design of the open space and integrate into the topography of the site.
- c. Stairs and terraces should be laid out in a way to minimize guardrails and walls that obstruct views.
- d. Site furnishings should be designed and/ or selected to form a uniformly coherent palette of elements for the entire site. Pedestrian scale lighting should balance safety and energy efficiency.
- e. Retain artists during the Community Open Space design process. Public art may incorporate playful elements desired by neighborhood residents, similar to installations in the Visitacion Valley Greenway.
- f. Secure bike parking should be provided at open spaces to encourage alternatives to auto circulation.
- g. Private stoops, porches and private courtyard entries shall be allowed to connect to Community Open Spaces to help activate these spaces and provide security.

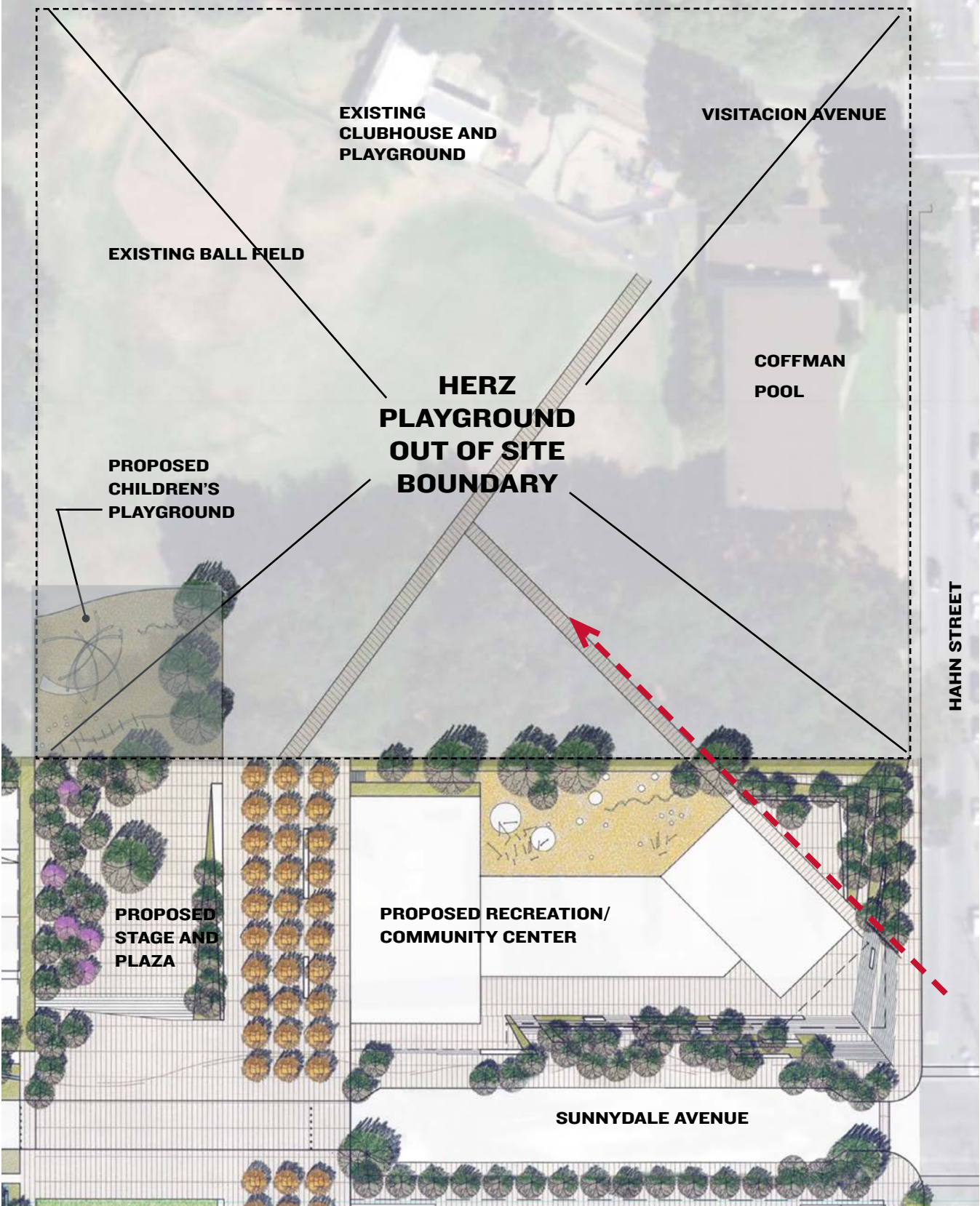


Water Usage

- h. Plantings should follow the SF DPW's 'Thrifty Fifty' recommendations for native species, low water use, and avoidance of invasive species.
- i. Street trees should be chosen from SF DPW's adopted Street Tree Species List.
- j. Reduce use of potable water for irrigation by installing smart (weather-based) irrigation controllers, and by using drip, bubblers or low-flow sprinklers for all non turf landscape areas.

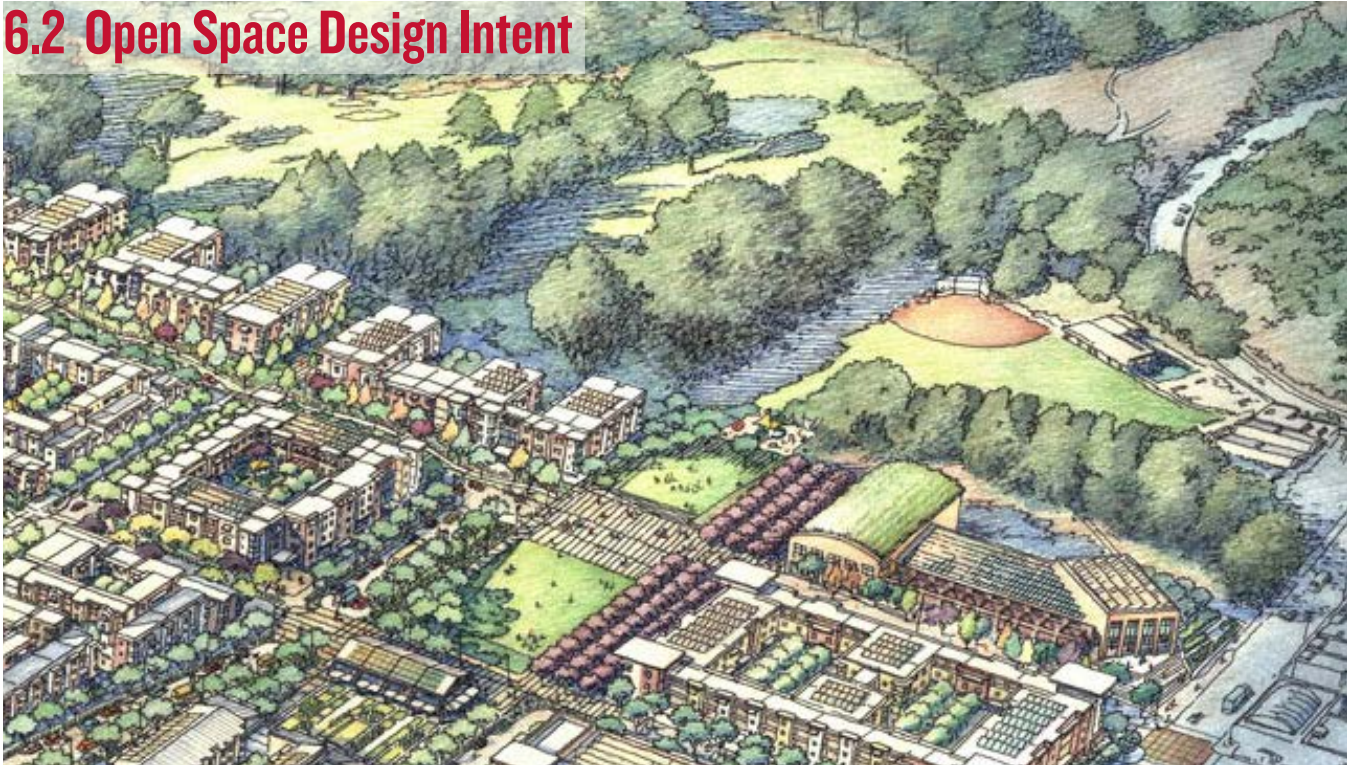
Stormwater Management

- k. Incorporate sustainable stormwater management features to reduce rainfall runoff. These may include but are not limited to use of vegetated swales, vegetated infiltration basins, flow through and infiltration planters, pervious pavement, and other methods.
- l. Where possible, design open spaces with the capability to collect, filter and store stormwater to irrigate public and accessible open space.
- m. Incorporate integrated pest management, and non-toxic fertilization techniques to manage open spaces whenever possible.



Existing Herz Playground and Coffman Pool with proposed Recreation Community Building, Plaza, and connections.

6.2 Open Space Design Intent



Birds-eye View

6.2.1 HERZ PLAYGROUND RENOVATION

Herz Playground is outside of the site boundary and is not technically part of the Sunnydale development. However, improving access and programming to this site would be greatly beneficial to the project and the neighborhood as a whole. This six-acre park is envisioned as the most active of the Community Open Spaces, and the development team will work with the SF Recreation and Parks Department to make connections and take advantage of this important amenity. A large children's playground for a range of ages, that connects to the new development is proposed on the Herz Playground.



Large Playground

6.2.2 SUNNYDALE GATEWAY PLAZA AND RECREATION/COMMUNITY CENTER

The intersection of Sunnydale Avenue and Hahn Streets is envisioned as the front door to the new development. A gateway plaza is proposed to welcome people to the Sunnydale neighborhood and provide a spillway and waiting area outside the Recreation/Community Center. An elevated side patio could be used as an outdoor gathering space or for barbecues. The north side is envisioned as protected play area for younger children. This area could be gated for use as a childcare facility open space. See Section 7.2.1 for Recreation Center Controls and Guidelines

Design Guidelines

- Trees here should be less formal, stepping down by terraces to connect the area visually to the street level.
- The community center should visually or physically link Hahn Street to the Herz Playground.



Active Park



Gateway Plaza

6.2.3 PLAZA AND STAGE

The plaza and stage area are proposed as a flexible space for gathering or performance. The space visually ties the Recreation/Community Center and Herz Playground to the Neighborhood Green open space across Sunnydale Avenue.

Development Controls

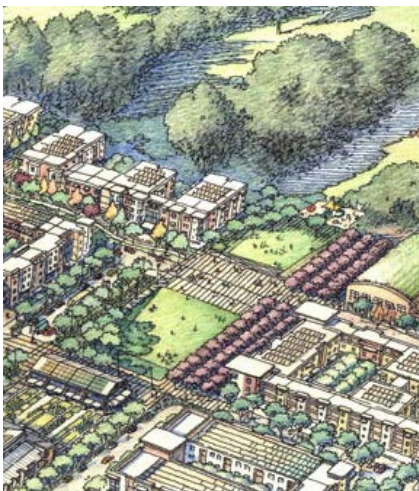
1. Space shall create a link to Herz Playground.
2. This open space shall be an amenity to both the Sunnydale residents and greater neighborhood and serve as a unifying element.

Design Guidelines

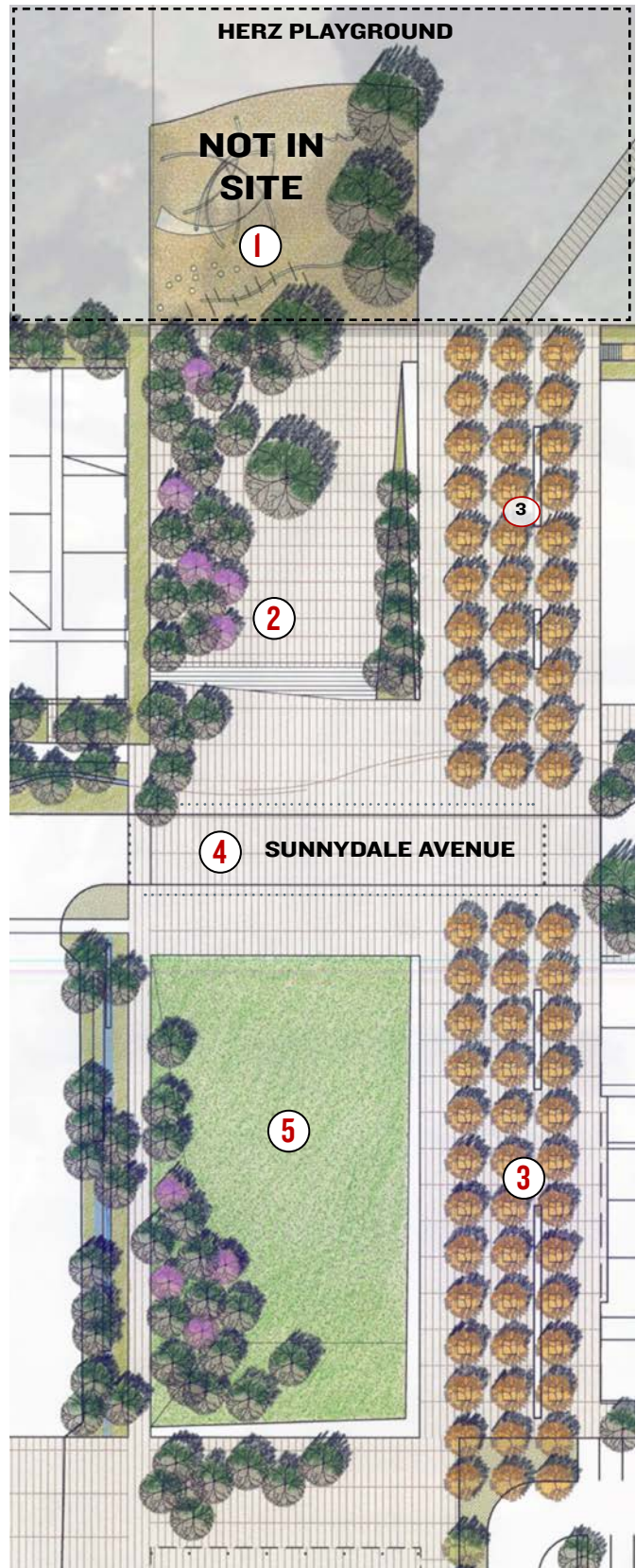
- a. Special paving should be provided to improve the pedestrian connections between Herz Playground and the Neighborhood Green.
- b. The proposed Children's Playground within Herz Playground should create a bridge to the new open hardscaped plaza and stage.

PROGRAM LEGEND

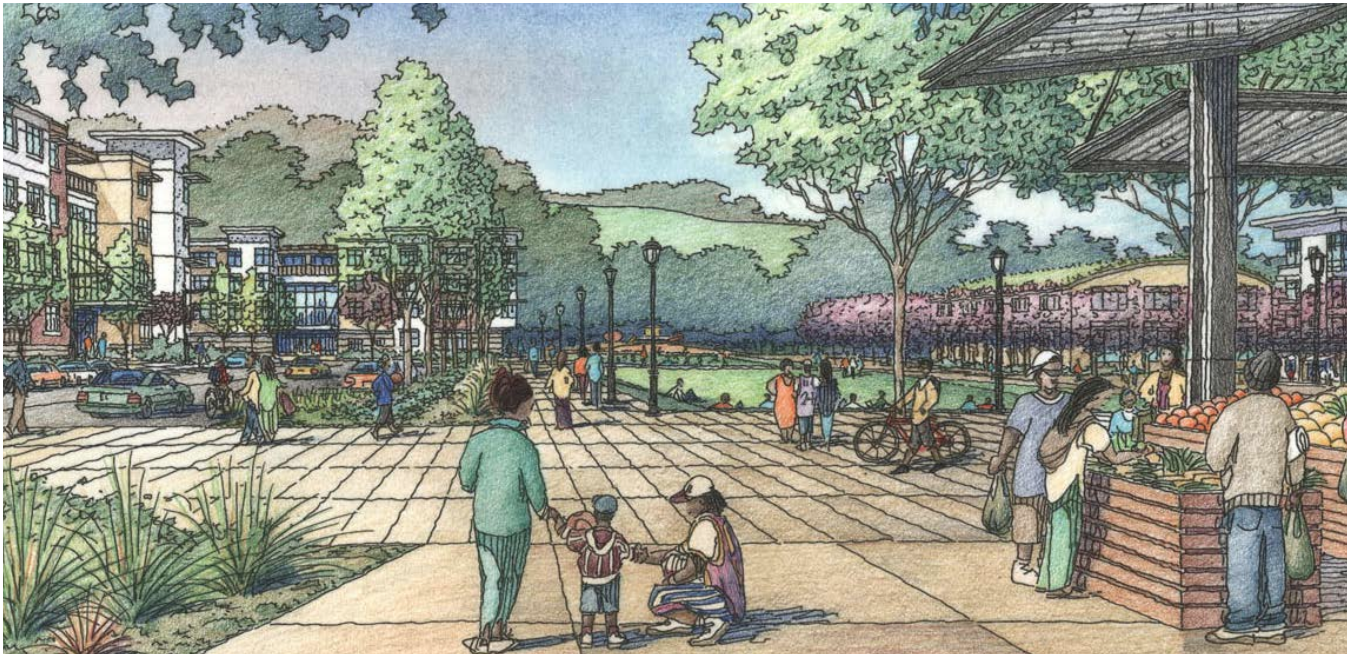
- ① POTENTIAL PLAYGROUND/PLAY STRUCTURE
- ② PLAZA AND STAGE
- ③ ORCHARD
- ④ SPECIAL PAVING
- ⑤ NEIGHBORHOOD GREEN



Birds Eye View of Neighborhood Green, Orchard and Plaza



Plan View



View north across Neighborhood Green from pavilion

6.2.4 NEIGHBORHOOD GREEN/ ORCHARD

The Neighborhood Green is envisioned as a flexible, informal, softscaped space. The open lawn will provide a viewing area for the stage across the street and a place for sunbathing, picnicking or an informal soccer game.

Design Guidelines

- a. The Orchard fruit trees should provide shade and knit together two sides of Sunnydale Avenue.
- b. A program to cultivate and harvest fruit could be coordinated with the community garden.



Neighborhood Green



Fruit Orchard and linear connection to open spaces



View of Community Garden and Pavilion



Plan View

6.2.5 COMMUNITY GARDEN AND PAVILION

This half acre community garden will provide the opportunity for residents and neighbors to grow their own fresh food while building community.

The Pavilion at the central open space is envisioned as a simple, open-air roofed structure that could serve multiple uses such as hosting a weekly farmers' market selling food from the adjacent community garden and orchard or an evening basketball game or outdoor performance.

Design Guidelines

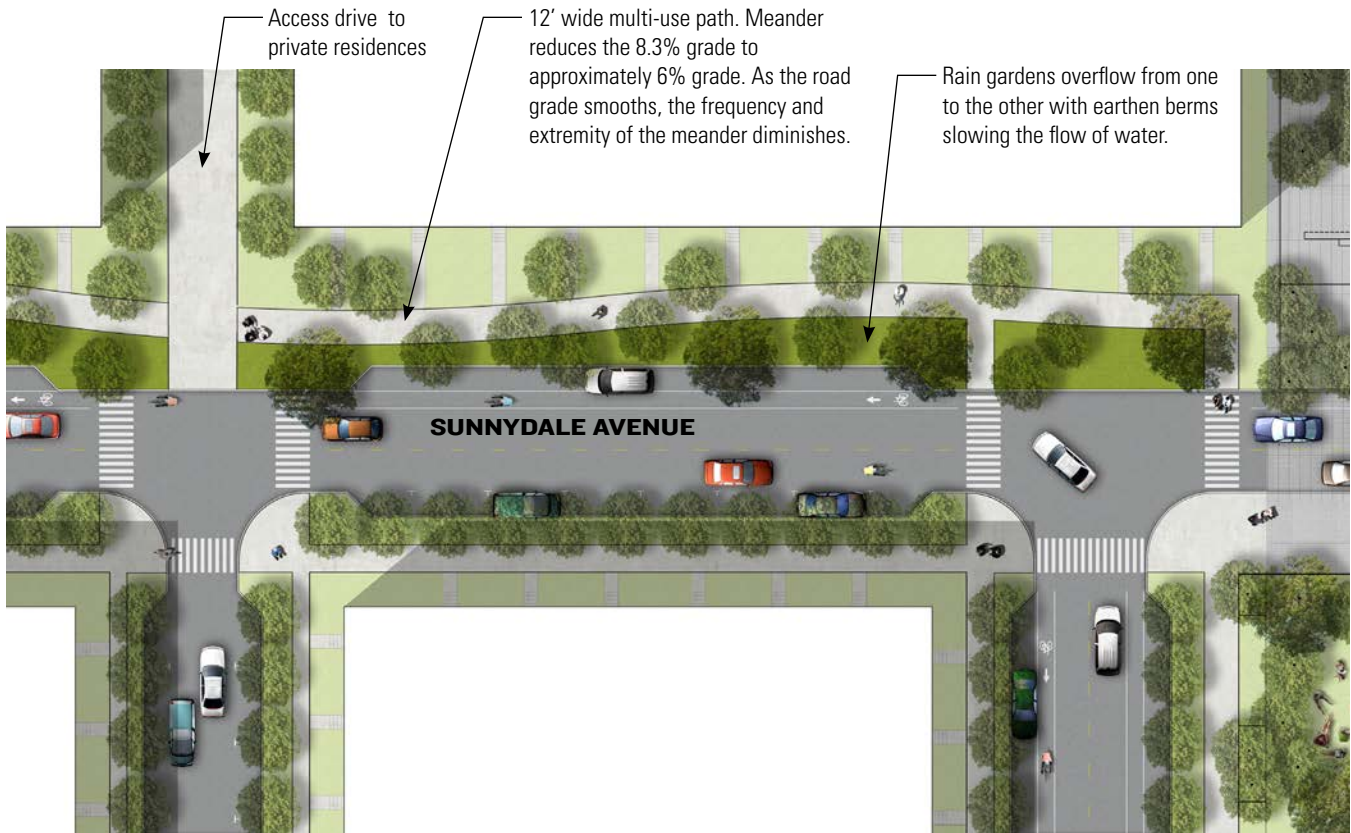
- The Community Garden may host individual plots, educational or school groups or a collective type farm.
- If additional functions such as a tool shed or bathroom are desired, they should be housed in a single building and located an appropriate distance from the housing.



Farmers Market



Pavilion



6.2.6 SUNNYDALE AVENUE LINEAR OPEN SPACE

The Sunnydale Avenue Linear Open Space is envisioned as the centerpiece of the new Sunnydale development by connecting Visitacion Valley to McLaren Park. As the most visible street in Sunnydale, Sunnydale Avenue is the part of neighborhood most seen by visitors. The Linear Open Space has the potential to promote Sunnydale and give a positive impression while serving as a stormwater management demonstration area.

Development Controls

1. A multi-use path shall connect the Recreation/Community Center and Neighborhood Green to McLaren Park.

Design Guidelines

- a. A set of bioswales should wind down the Linear Open Space, making stormwater run-off collection and cleansing visible and legible.
- b. Generous planting and trees should be provided to make the street pedestrian friendly and inviting.
- c. Informal planting, with a greater variety of trees and spacing, should extend the park setting into the community.



View west at Sunnydale Linear Open Space



Plan View



Viewing overlook



View toward Bay from Overlook Park

6.2.7 OVERLOOK OPEN SPACE

Perched at the highest elevation of the site, the Overlook Open Space takes advantage of Sunnydale's hilly location by capturing the sweeping Bay views and giving a place to pause. Grand stairs provide a place to pause and enjoy views. A small pavilion building could provide a space for parties, barbecues or picnics. Further description of the optional community pavilion can be found in Section 7.2.15.

Design Guidelines

- A path could connect to the forested area of McLaren Park and to the McLaren School.
- Forest trees should blur the boundary of Sunnydale to the parkland beyond.
- Widened cross walk and special paving should connect the Overlook Open Space to the Mid Terrace Open Space. The widened crosswalks should continue down the hill to the Neighborhood Green to emphasize the connection.



Plan View

6.2.8 MID-TERRACE OPEN SPACE

Located at the steepest part of the site, the Mid-Terrace Open Space will link the lower and upper segments of Center Street - from the Neighborhood Green to Overlook Open Space, following the San Francisco tradition of terraced parks linking streets on steep hills. The meandering garden terraces will provide places to stop and enjoy, and connect to surrounding residences, in a playful and contemporary way. This is a potential location for public art.

Design Guidelines

- Sculptural play equipment such as an elongated slide should be provided.
- Garden qualities such as flowers, flowering shrubs, textural grasses should be accented.
- The open space should provide many places to rest, stop and enjoy the views and setting.



Hillside Open Space



View west at Mid-Terrace Open Space



Gateways to McLaren Park



6.2.9 GATEWAYS TO MCLAREN PARK

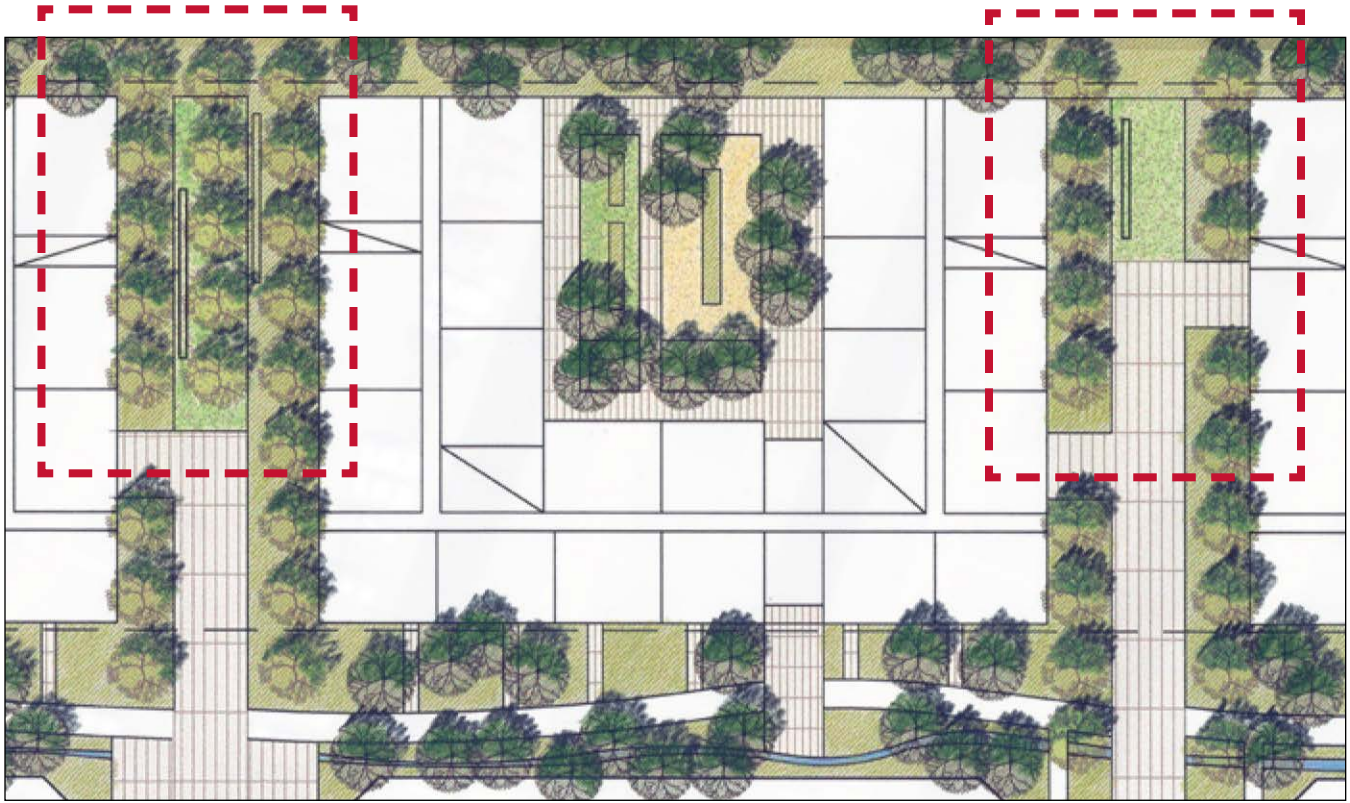
Although Sunnydale is directly adjacent to McLaren Park, there are few opportunities for access. The gateways at the northwestern property boundary on Sunnydale Avenue and the southwestern boundary at Brookdale Avenue should be improved to strengthen their role as key transition points to and from the park. These entrance points could conversely be thought of as Visitacion Valley gateways marking the entrance into the neighborhood. A marker or monument could be used at the Sunnydale boundary.



Example Gateway at Golden Gate Park

Design Guidelines

- Gateways should improve visible and physical access and connections to McLaren Park to tie the development into the larger park setting.
- Lighting should play an important role in the gateway feature.



Plan View

6.2.10 GOLF COURSE EDGE POCKET OPEN SPACES * PRIVATE WITH LIMITED PUBLIC ACCESS

The golf course edge open spaces are envisioned as private spaces associated with the adjacent buildings of Blocks 9, 10, 11, 12 and 13. These spaces will provide view corridors to Gleneagles Golf Course and potential future access to McLaren Park.

Development Controls

1. Spaces shall provide a visual connection to the golf course.

Design Guidelines

- a. Spaces should be designed to allow access to the north, if the Golf Course use changes.
- b. The spaces should provide additional open space for residents of Blocks 9, 10, 11, 12 and 13.
- c. Gates are allowed to secure these spaces.



View toward Gleneagles Golf Course at 'D' Street



Plan View

6.2.II PEDESTRIAN CONNECTION TO CARRIZAL STREET * PRIVATE WITH LIMITED PUBLIC ACCESS

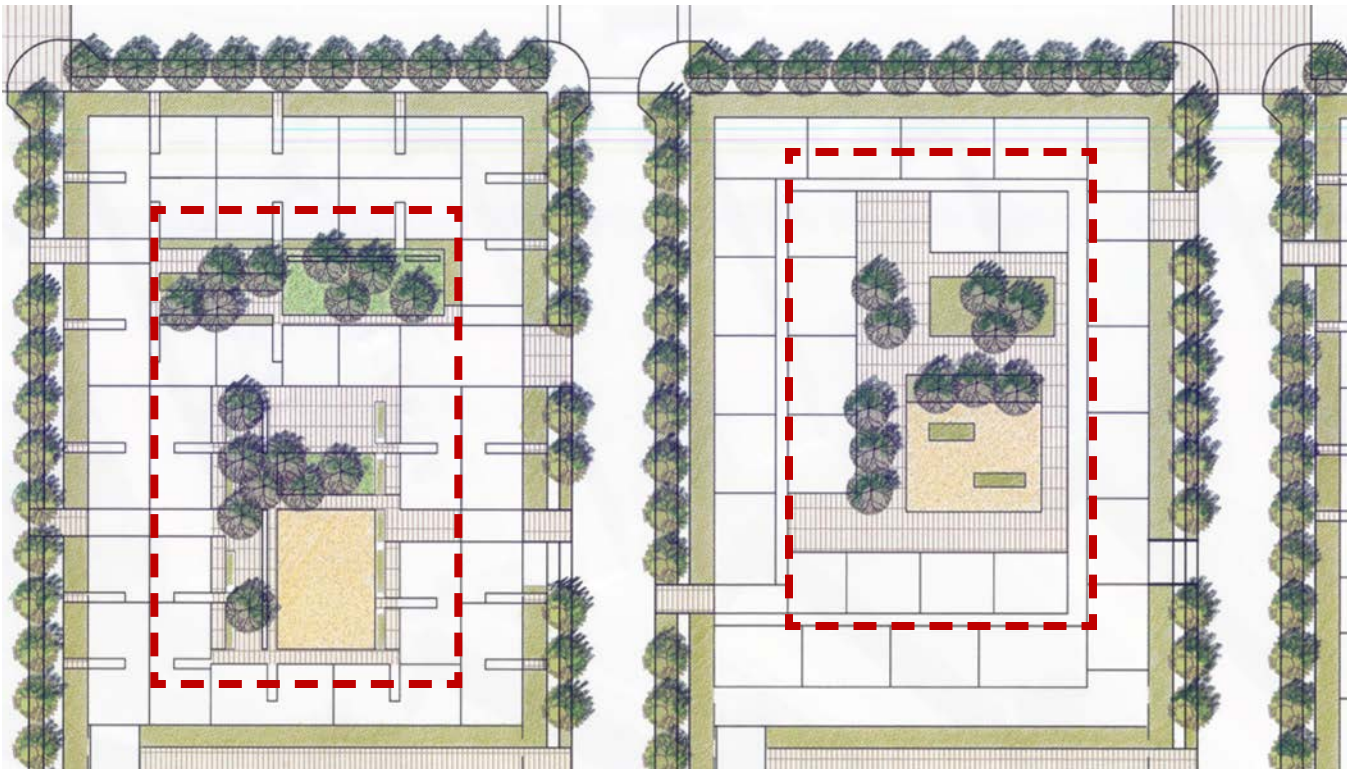
The pedestrian connection at Carrizal will provide an important link to the existing community. Front doors to units will open to this space, activating it and providing 'eyes on the park'. This connection is envisioned as private with limited public access.

Development Controls

1. Front door entries to units shall open on to and activate the space.

Design Guidelines

- a. Gates may be used to secure this space.



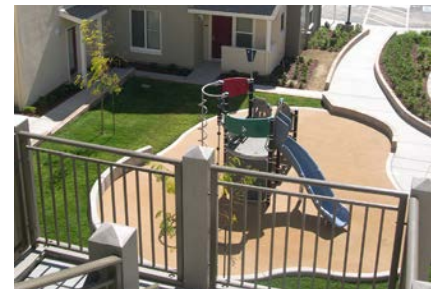
Plan View

6.2.12- SHARED BUILDING COURTYARDS

Secure building courtyards, shared by, and restricted to residents of the building are a key element desired by the community. These courtyards are envisioned as smaller scale, safe open space for residents and their children. The courtyards will give residents a place to gather, eat outside, and bbq.

Design Guidelines

- The courtyards should include tot-lots or barbeque areas with direct visual access from units to provide residents with a sense of ownership and intimacy.
- Landscape should provide visual relief and protect courtyard level units.
- Picnic tables and chairs should allow residents to inhabit space.



Courtyard Tot Lot



View of Courtyard Tot Lot



Street Tree Key Plan (Figure 6.2)

LEGEND

- ● ● LINEAR O.S. & PARK EDGE TREES
- ● ● PRIMARY STREET TREES
- ● ● SECONDARY STREET TREES
- ● ● NEIGHBORHOOD STREET TREES
- ● ● CENTER STREET TREES
- ● ● ORCHARD TREES

6.3 Planting Guidelines for Public Spaces

Planting consists of street trees, park trees, shrubs and native grasses and lawn. Tree plantings will be a mix of evergreen and deciduous, chosen to reinforce urban design concepts, provide a continuous canopy at streets, mark site entries, create distinct identity to streets and open spaces, provide variety and resiliency to disease, and aid in stormwater management. Shrubs and groundcover will be chosen to provide an intermediate scale of detail and texture between trees and building at parks, streets and residential areas. Also see San Francisco's Water Efficient Irrigation Ordinance Ch. 63, SF Administrative Code.

Development Controls

1. Plantings shall be selected for longevity, ease of maintenance, low water use and adaptability to serpentine soils.
2. Import soil shall be provided in sufficient volume to support anticipated future plant sizes.

Design Guidelines

- a. Temporary irrigation should be provided where needed to establish plantings.
- b. Permanent irrigation shall be provided for intensively used areas.
- c. Shrub and groundcover plantings should be primarily native or climate adapted Mediterranean plantings such as those from Southern Europe, Chile, South Africa and Australia.

6.3.1 PROPOSED TREE SPECIES

This street tree list is organized around the master plan site street network and developed with the San Francisco Bureau of Urban Forestry. A variety of trees are noted for each street category to allow for the specific conditions that will be encountered along the length of any one of the streets. The list includes evergreen and deciduous trees, and medium to large canopy trees. Eight of the fifteen trees listed are California natives. Trees that are adaptable to low, medium and high soil moisture content are also included. The variability in soil moisture adaptability is important for the master plan because of the innovative stormwater management techniques that will be employed. Trees that you might find along a California creek are well adapted to this condition; however, they typically have a higher annual water use than many other trees. Generally, the largest canopy tree that can fit comfortably within the site constraints should be selected to maximize shade. See Street Tree Key Plan (fig 6.2)



Acer Macrophyllum



Platanus Racemosa



Populus Tremuloides

LP-LINEAR PARK & PARK EDGE TREES

<u>Botanical Name:</u>	<u>Common Name:</u>	<u>Evergreen/</u>	<u>H x W</u>	<u>Water Use</u>	<u>Native</u>
Acer macrophyllum	Bigleaf Maple	Deciduous	50' X 40'	M	Y
Platanus racemosa	California Sycamore	D	30' X 20'	M	Y
Alnus rhombifolia	White Alder	D	70' X 40	H	Y
Populus tremuloides	Quaking Aspen	D	40' X 20	M	Y



Platanus Acerfolia



Lithocarpus densiflorus



Fraxinus uhdei

PS-PRIMARY STREET TREES

<u>Botanical Name:</u>	<u>Common Name:</u>	<u>E/D</u>	<u>H x W</u>	<u>Water Use</u>	<u>Native</u>
Platanus acerifolia 'Yarwood'	London Plane Tree	D	40' X 30	M	
Lithocarpus densiflorus	Tanbark Oak	E	60' X 40	L	Y
Fraxinus uhdei					



Acer Rubrum



Ginkgo Biloba



Quercus Virginia

SC-SECONDARY STREET TREES

<u>Botanical Name:</u>	<u>Common Name:</u>	<u>E/D</u>	<u>H x W</u>	<u>Water Use</u>
Acer Rubrum	Red Maple	D	60' X 40'	H
Ginkgo biloba	Maidenhair Tree	D	40' X 30'	M
Quercus Virginia	Southern Live Oak	E	50' X 40'	M



Celtis Reticulata



Tilia Cordata



Umbellularia Californica

NS-NEIGHBORHOOD STREET TREES

<u>Botanical Name:</u>	<u>Common Name:</u>	<u>E/D</u>	<u>H x W</u>	<u>Water Use</u>	<u>Native</u>
Celtis reticulata	Western Hackberry	D	25' X 25'	L	
Tilia cordata 'Greenspire'	Little Leaf Linden	D	40' X 20'	M	
Umbellularia californica	California Bay	E	25' X 25'	M	Y



Arbutus Marina

CS-CENTRAL STREET TREES

<u>Botanical Name:</u>	<u>Common Name:</u>	<u>Evergreen/</u>	<u>H x W</u>	<u>Water Use</u>	<u>Native</u>
Arbutus marina	NCN	E	35' X 35'	L	



Malus Domestica



Pyrus Communis



Persimmon



Prunus

ORCHARD TREES

<u>Botanical Name:</u>	<u>Common Name:</u>	<u>E/D</u>	<u>H x W</u>	<u>Water Use</u>	<u>Native</u>
Malus Domestica	Apple (Pippin, Delicious, Fuji)	D	20' X 20'	M	
Pyrus communis	Pear (Comice, Conference, Monterey)	D	35' X 20'	M	
Persimmon	Persimmon	D	25' X 25'	M	
Prunus	Plum	D	20' X 20'	M	

Orchard trees were chosen for their appropriateness to the Sunnydale location but flexibility to respond to a food program should be accommodated.

6.4 Site Lighting, Paving and Furnishing

Development Controls

Site Lighting

1. Street and open space lighting have a key role in creating safe public spaces. As such, this lighting shall provide light levels as specified in the San Francisco Better Streets Plan. Lighting shall be pedestrian scaled and be coordinated with street trees and site furnishings.
2. Street lighting shall be incorporated throughout and shall be spaced and scaled to assure pedestrian comfort and safety.

Furnishing

3. Site furnishings may include lighting, signage, seating, bike racks, fencing, retaining walls, screens, trellises, utility enclosures and other minor architectural structures. Furnishings shall be selected to reinforce overall design concepts throughout the neighborhood and provide an opportunity for public art.

Design Guidelines

Site Lighting

- a. Light fixtures should be selected for longevity and ease of maintenance, with light levels as low as possible without compromising safety.
- b. Street lights and other site lighting should be designed to minimize uplighting and glare.
- c. Lights and site electrical equipment should be planned with tree locations having priority over the joint trench network when feasible.
- d. Lights with uniform spacing should contribute to the structure of the streets and parks.
- e. LED street lights should be used in order to reduce energy use and take advantage of improvements in street lighting technology.

Paving

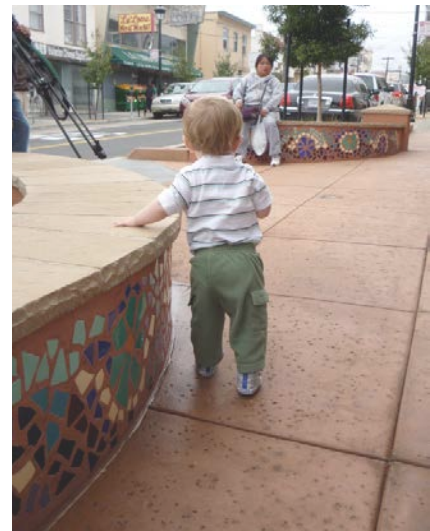
- f. Special paving should be located at important intersections including Sunnydale Avenue and Santos Street and the intersections along the Center Street.
- g. Concrete sidewalks should include lampblack and finishes to minimize reflection and staining.
- h. Tree grates, unit pavers, stone cobbles or gravel should be used at the base of street tree plantings.

Furnishing

- i. Street furniture should provide an opportunity for public art similar to installations on Leland Avenue.
- j. Built-in and prefabricated furnishings should be of a family of elements, unified in color and form throughout the public open space.
- k. Furnishings should be selected with attention to permanence and durability, while also fitting the character of the furnishing palette.



Seating wall and pedestrian scaled light fixture on Leland Avenue



Low seating wall design with tile inlays



Art Installation on Leland Avenue.



Birds-eye view of the Sunnydale HOPE SF Development

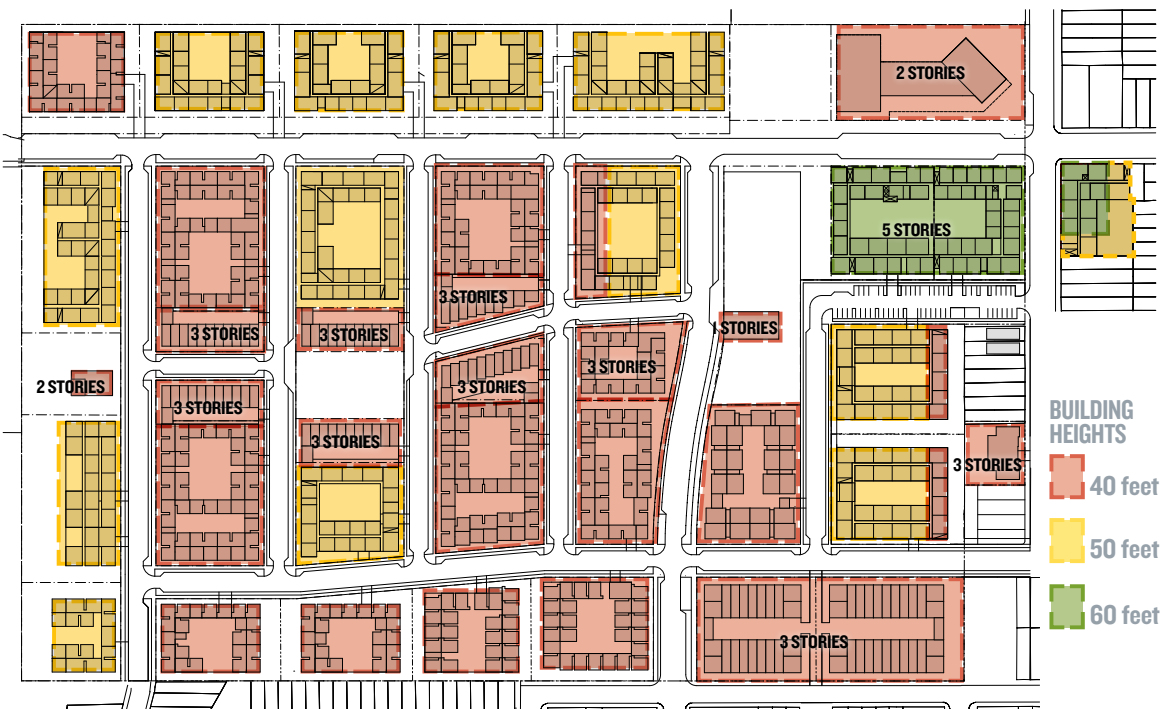
7. Building Development

7.1 CONTROLS AND GUIDELINES

The intent of the Sunnydale design controls and guidelines is to create buildings which: 1) reflect the fine-grained scale typical of San Francisco's residential neighborhoods; 2) reinforce the topography with built form; 3) define street walls which create a continuous, active, safe, and walkable streetscape; and 4) create a variety of architectural expressions.

Individually, these controls and guidelines may only achieve a limited effect, but cumulatively they may reinforce one another to create a whole, livable neighborhood environment. The quality and success of the buildings and public spaces will depend on how masterfully they are interpreted and embraced by the designer.

Deviation from the strict adherence of these controls and guidelines, as provided in the Sunnydale Hope SF SUD (Planning Code Section 249.75) will be evaluated based on how the alternative(s) performs to achieve the above criteria.



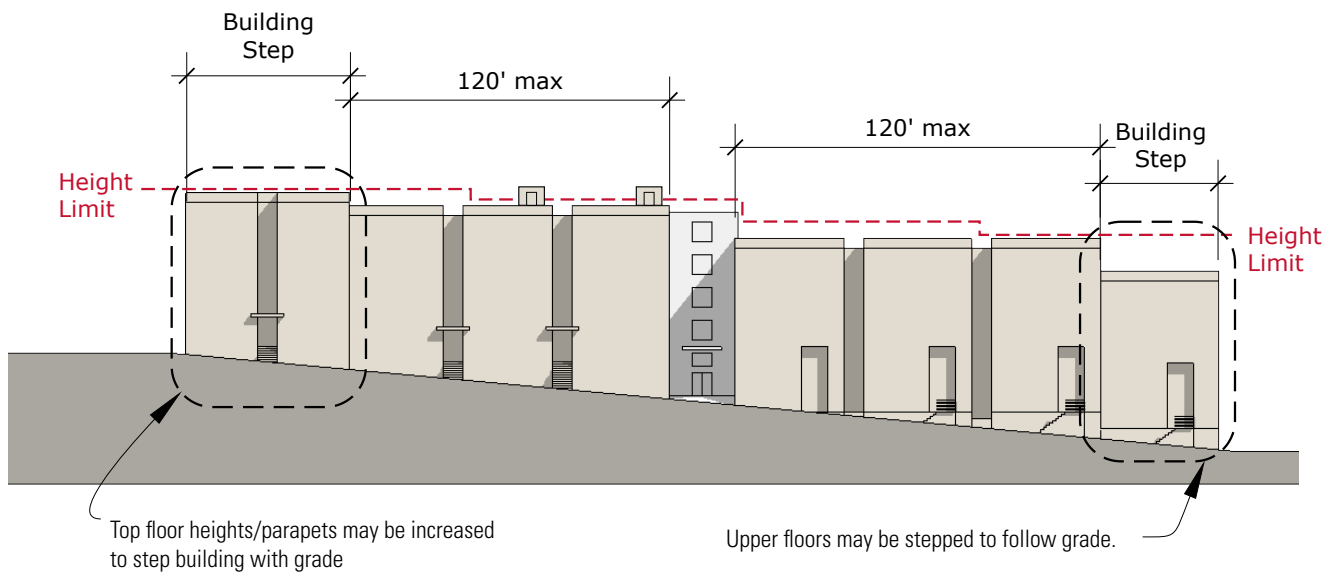
Building Height Diagram (Figure 7.1)

7.1.1 BUILDING HEIGHTS

The height controls indicated in Figure 7.1 are intended to accommodate Sunnydale's new density while maintaining the low-rise character of Visitacion Valley. A 50' height limit at select locations is intended to allow four story buildings on sloped portions of the site. The 60 foot height limit at Block 3 (refer to 7.2.2) allows for four stories above a tall retail base. Where the number of stories is listed, the number of stories is the limitation, regardless of the height limit.

Development Controls

1. Maximum building heights are established in the Building Height Diagram (Figure 7.1) above. Height measurements shall follow the provisions of the San Francisco Planning Code section 260B, except that for the sake of measuring height, street grade and curb grade shall be the grade of the street or curb after any street construction or reconstruction.
2. Where Figure 7.1 indicates the number of stories allowed, that is the limitation, regardless of the height limit.
3. For residential buildings with ground floor walk-up units, one additional foot of height, up to a total of five feet, shall be permitted above the designated height limit for each foot the ground floor unit is raised above sidewalk grade.
4. In addition to meeting all Planning Code height requirements, buildings shall step with grade along all street frontages regardless of whether they reach maximum allowable height. On streets with grades 5% or less,



Building Height Stepping Diagram (Figure 7.2)

no step is required. On streets with grades over 5% and less than 15% building facades shall step with grade at a minimum of every 120 feet. On streets with grades greater than 15%, buildings shall step with grade at a minimum of every 80 feet.

Stepping can be achieved with the following methods: (a) including changing the elevations of finished floors and/or roofs for no less than 4-feet between steps, (b) adding floors at higher grade elevations; and/or (c) stepping back floors at lower elevations. However, projects that achieve the stepping requirement other than through methods (a), (b), and (c) listed above may be granted a Minor Modification pursuant to Planning Code Section [249.75, 263.00].

5. Projects shall also comply with the Sustainability Development Controls in Sections 8.2 and 8.3. The sustainability controls include urban design requirements that assure compliance with LEED for Neighborhood Design (LEED ND) sustainability certification.

Design Guidelines

- a. Building heights and roof lines should be varied within the same height district and across blocks to create visual interest to the skyline and avoid the appearance of monolithic development.
- b. Where appropriate, upper floors should be stepped back from the façade to help break down the building's scale and increase the building's stepping.



Examples of stepping facades and varied rooflines.



Examples of significant breaks



Massing and articulation should reflect 25'-50' San Francisco residential pattern.



One to two story elements bring down the scale of buildings

7.1.2 MASSING AND BULK CONTROLS

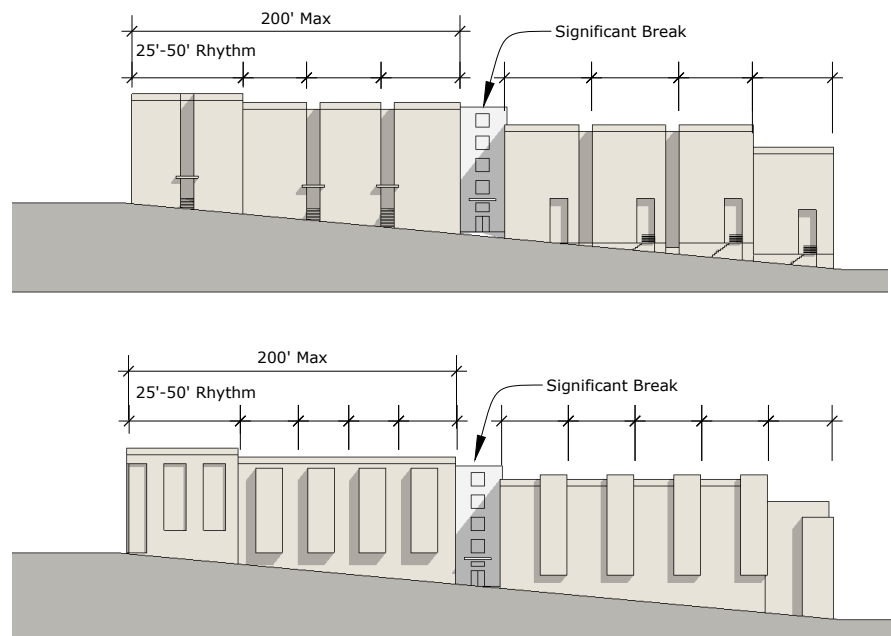
The intent of the massing controls is to create a varied urban form that reflects the fine-grained scale of San Francisco's residential urban fabric. Recognition is given to the differences between walk-up buildings and corridor access buildings. Walk-up buildings typically reflect the San Francisco pattern of narrow (25'-50') parcels, whereas corridor-access buildings typically have larger floor plates and a bigger scale on the street. Bulk controls are intended to mitigate the impact of corridor-access buildings with their larger floor plates. Refer to individual block controls for site specific recommendations.

Development Controls

1. No building shall have a building wall exceeding 200 feet in length without a significant break. Such a break can be in the form of:
 - (a) a 20 ft by 20 foot exterior court open to the sky located at street grade
 - (b) an at street-grade interior break at least 10 feet wide that leads to the mid-block area
 - (c) an at-grade entry portal with a width of at least 12 feet and clearance of at least 1.5 stories
 - (d) an upper story break that meets the provisions of the Planning Code Section 270.1.

Projects that achieve same effect of breaking down the scale of a building through other means than those listed above may be granted a Minor Modification pursuant to the Sunnydale SUD [249.75, 263.00].

Massing Articulation Diagram (Figure 7.3)



2. The massing of residential buildings shall incorporate a rhythm of less than 50' to reflect the typical pattern of San Francisco's residential buildings. Massing articulation may include stepping the façade with the slope of the street, breaking the roof plane, and changes to façade plane.
3. Maximum dimensions shall be measured at grade – massing controls do not impact subgrade parking podiums or below-grade building area. The bulk controls refer to the external plan dimensions of the building design but do not apply to non-enclosed outdoor porches or decks.

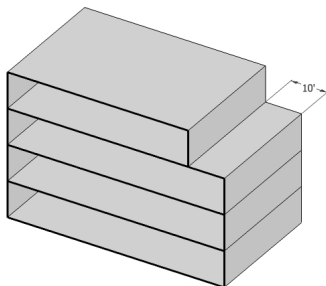
Design Guidelines

- a. Blocks developed as single projects should be designed to look and feel like multiple buildings above grade.
- b. Residential building facades over 50 feet in length should provide architectural breaks in the vertical and horizontal modulations of at least 2 feet to provide an articulation to the buildings.
- c. One and two story elements such as entry porches and bays should be used to bring down the scale of four and five story buildings.
- d. The following three examples, or combinations thereof, may be used to comply with Development Controls 7.1.1 and 7.1.2 while visually relating taller buildings (over 40') to the low-rise neighborhood fabric.

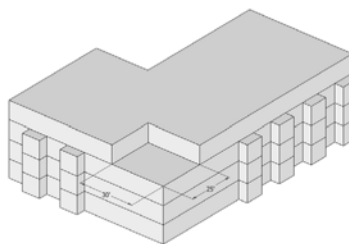
Option 1: Step back the primary facade, including any projections such as bays, a minimum of ten feet at the top level

Option 2: Remove front corner units to reduce height and step the elevation at the street. The bay form at the street should relate to roof line of neighboring buildings.

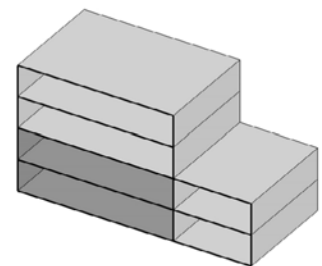
Option 3: Provide liner townhouses along the street frontage in front of the main building to relate to adjacent low-rise residential buildings.



Option 1 'Step Back'



Option 2 'Corner Back'



Option 3 'Liner Townhouses'



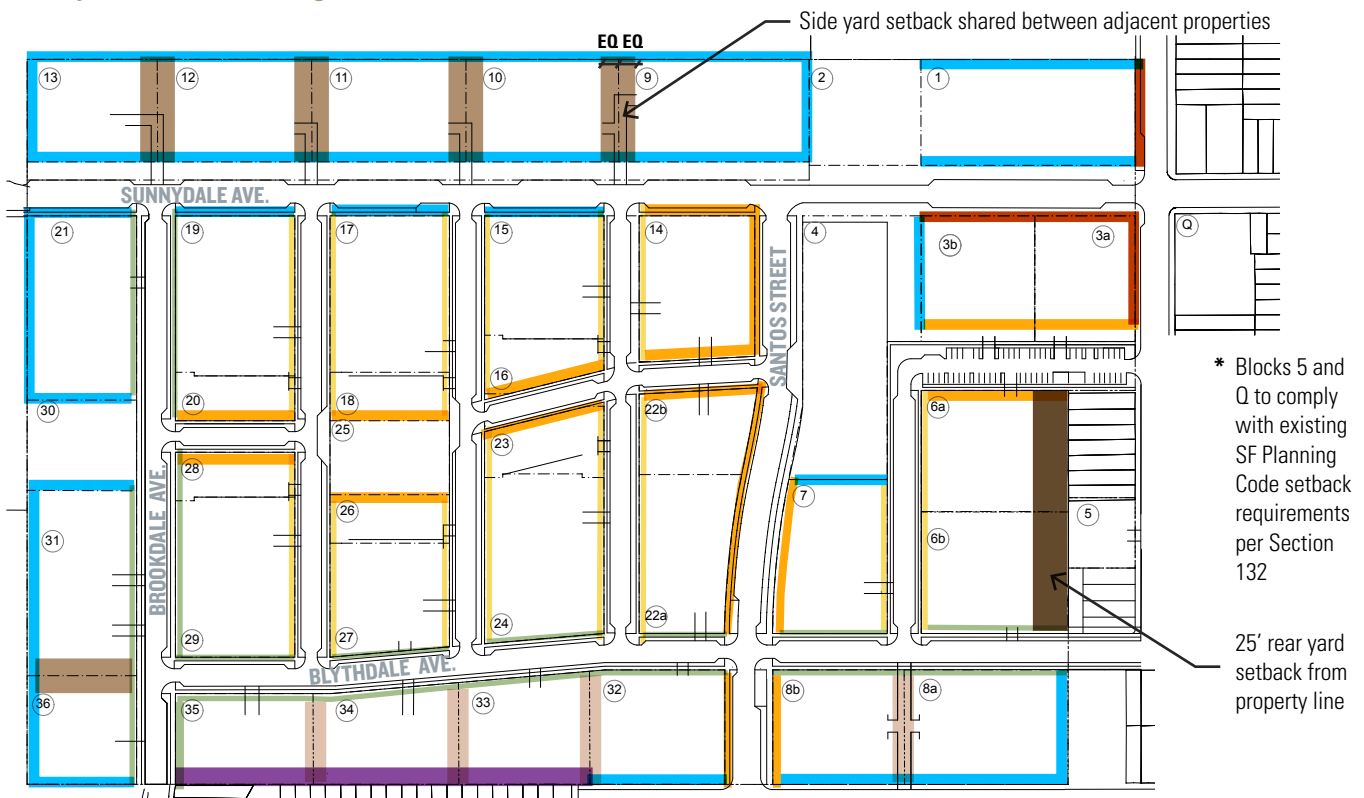
Option 1 'Step Back' shown at Block 12



Option 2 'Corner Back' shown at Block 12



Option 3 'Liner Townhouses' shown at Block 12



Setback Diagram (Figure 7.4)

LEGEND

- 6' setback
- 8' setback
- 9' / 9'-6" setback, refer to Section 5.2
- 10' setback
- 15' Minimum setback at rear yard condition
- Optional 'Active Use Setback
- 15' Side yard setback south of Blythdale
- 26' side yard setback shared btw. parcels
- 25' rear yard setback



Stoops and porches may extend into setback

7.1.3 LOT COVERAGE/REAR YARDS

Development Controls

1. The maximum lot coverage of all residential levels, excluding permitted obstructions in SF Planning Code Section 136, is 75% of the lot area (provided at grade or above a parking podium).
2. Rear yards shall be a minimum 25 feet in depth when adjacent to neighboring residential properties outside the planning area, with the exception of Blocks 32-35 which are separated by significant grade change.

7.1.4 SETBACKS/BUILD-TO LINES

Setback and build-to lines help define the streetwalls and create a continuous urban fabric. As with most other San Francisco neighborhoods, the building facades should align with the streets and define view corridors and vistas. Front building setbacks/build-to lines will create a transitional space between the public realm of the street and the private realm of the dwelling units. See Setback Diagram above. Special setbacks and build-to lines are identified in Section 5.2 on a block by block basis.

Development Controls

1. Residential buildings shall be setback according to Figure 7.4 and street sections in Section 5.2 (as measured from the back of sidewalk) at a minimum.
2. Excluding setbacks at Block 3, all parcel setbacks shall include a minimum of 40% planted area.
3. In addition to the obstructions allowed by Planning Code Section 136, the following obstructions are also permitted: (a) within the required setbacks at the lowest story closest to street grade: steps, balconies,

and porches not exceeding a maximum height of 10' from back of sidewalk, landscape planters and berms; (b) for the entire façade, rectangular bays up to 15 feet wide and 3 feet deep for no more than 65% of the building facade length; curved or segmented bays up to 20-feet wide and three feet deep for no more than 65% of the building facade, sunshades of any dimensions; combination bays and balconies described under Planning Code section 136(c)(2)(G) shall not be allowed.

Design Guidelines

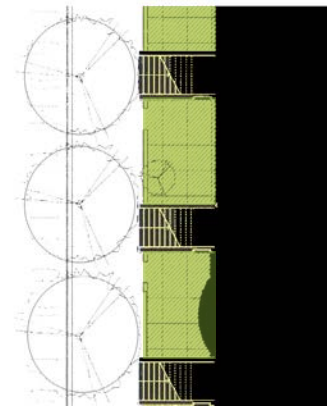
- A majority of the building plane should be built to the established setback for the block.
- All setback areas along residential buildings should provide front porches, stoops, terraces/balconies and landscaping for ground floor units. Stoops, porches, bays, balconies and other overhangs may project in to the setback area provided that sufficient planted area is provided.
- Planting in setbacks should enhance the privacy and security of ground floor units while maintaining a line of sight between the front door and right-of-way.
- On a sloping site, setbacks can accommodate level changes and warped surfaces between the back of sidewalk and the building entrances.

7.1.5 RESIDENTIAL ENTRANCES

Residential building entrances perform important roles in the overall design and character of neighborhoods. Frequent entrances to small groups of units or single units and generous lobbies to multi-unit buildings visible from the street help to animate streetscapes and make them safe and walkable. The Department's Design Guidelines for Residential Ground Floor Design shall be followed except where these Design Standards and Guidelines are more specific. Where conflicts between this document and the Design Guidelines for Ground Floor Residential Design occur, the Sunnydale HOPE SF Design Standards and Guidelines shall control.

Development Controls

- Ground floor entries for dwelling units, as individual stoops, shared entries for multiple units, or building lobbies shall be provided along all street frontages at regular intervals except for Blocks 1 and 3.
- Multi-unit buildings shall have secured 'hard' entries and lobbies directly accessible to the sidewalk, public open space, or public right of way. Main entries may also be in the form of exterior portal entries.
- Ground floor units shall have direct, individual access to sidewalk or public right-of-way. Where direct access is not possible for ground floor units, porches and/or balconies shall be provided. Ground floor units are defined as the closest unit to the sidewalk grade without a habitable floor below.
- Where provided, stoops and stairs shall have a minimum width of 40 inches for individual units, 60 inches for shared entries.
- Building and unit entrances shall occur at or above the back of walk elevation.



Stoops encroach in setback area.



Stoop entries at ground floor units. Residential module is evident in this stacked flat building.



Stoops and porches with landscaped setbacks at townhouse entries



Shared portal entry



Residential facades should be designed with the purpose of enhancing the pedestrian experience

Design Guidelines

- Building entries should be articulated and proportionate in size to the number of units served. i.e. larger entries for lobbies to corridor buildings, smaller entries to private front doors. Private entryways should be no less than five feet wide at the building face. Grouped entryways should be no less than ten feet wide.
- Shared portal entries should be used when possible to access interior courtyards (especially important when walk-up units are accessed solely from interior courtyard) directly from a sidewalk, open space, or public right of way.
- Shared portal entries should be inviting, well lit and provide visual access into the courtyard from the sidewalk.
- Shared portal entries should be at least 1.5 stories in height and have significant width (generally 12' minimum). Open balconies and/or corridors can encroach into space. Shared portals should be proportionate in size to the number of units served.
- Security gates at shared portal entries provide an opportunity for artistic ironwork.
- Ground floor residential units should be configured to assure that residential entries are provided at a regular interval across the building façade.
- Residential developments should have unit or building entries every 50 feet of street-facing façade. (Mixed-use developments are exempted.)

7.1.6 RESIDENTIAL DESIGN

Residential facades should be designed with the express purpose of enhancing the pedestrian experience and increasing the number of “eyes on the street.” Buildings should be inviting and blank facades minimized. Where blank walls cannot be avoided due to steep slopes or exposed upper levels at the property line, they should be mitigated by landscaping or architectural treatments.

Development Controls

- Any above ground parking garages shall be lined with residential units or other active uses, except that no more than 25% of garage podium length above 4 feet from grade along any street facing façade may be exposed.

Design Guidelines

Facade Design and Building Orientation

- Corners should be designed to emphasize the street corner. Emphasis may include building or unit entries, special architectural character, and/or stepping landscaped areas where the building is not built to the corner.
- Materials and detailing used on visible side and rear elevations shall be consistent with those on front elevations.

- c. Building facades should respond to solar orientation. (Sun shades on south and west facing facades or larger glazing on north facade, for example.)
- d. The total street frontage dedicated to parking and loading access should be minimized.
- e. Building facades should reflect site context. (An elevation facing Sunnydale or Santos should be more formal than an elevation facing a smaller scale street.)

Building Materials

- f. Materials should be used to reinforce the architectural character, the building articulation, and add visual interest.
- g. Changes in material and/or color should be used to articulate building elements such as building entries, base, body and parapet caps, or bays and arcades.
- h. Changes in material and/or color should occur at appropriate facade locations to appear integral with the building massing, rather than a surface application (i.e. inside corners not outside corners.)
- i. High quality materials, such as concrete, masonry or tile, should be used at important locations to articulate the building facade, providing a visually interesting appearance as well as durable performance.
- j. Stucco should be of a high quality and should not be used for architectural detailing.

Fenestration /Windows

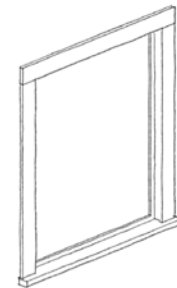
- k. Limit blank walls without fenestration. Provide visual interest to blank walls by using landscaping and texture to provide shade and shadow, and treatments that establish horizontal and vertical scale.
- l. Windows should be organized, patterned and grouped to reflect and reinforce the building's organization and programming..
- m. The window detailing should reflect the building architectural character.
- n. Window trim should be consistent with the architectural character. Windows without trim should be recessed a minimum of two inches to provide a "punched" recessed character on street facing facades or an alternative architectural treatment to provide a distinctive and high quality façade treatment
- o. Flush windows are strongly discouraged on primary facades.
- p. Large mechanical grills or vents on primary facades are strongly discouraged and if necessary should be well designed and integrated into the facade.
- q. Where visible side elevations longer than 30' are on property lines and located above adjacent buildings, provide fenestration via a Building Code variance or by pulling portions of the building back from the property line.



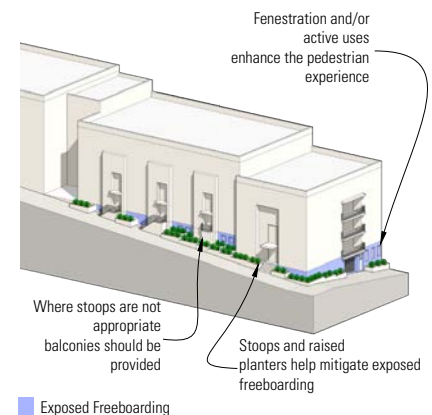
Sun shades protect windows from mid-day and afternoon sun.



Recessed or "Punched" Window



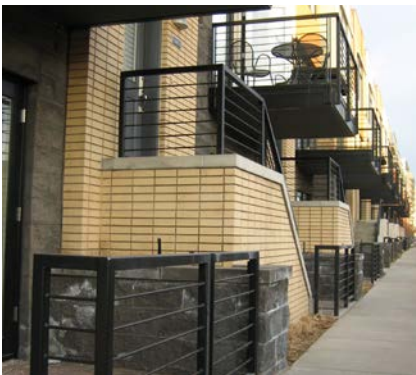
Trimmed Window



Limit Blank Facades



Exposed blank facades shall be architecturally treated to minimize impact.



Architectural treatments for blank facades may include stoop entries and raised planters .



Exposed parking structures should maintain the rhythm, articulation, and architectural treatment of the building above.



Refuse containers should be carefully sited and enclosures should be designed to harmonize with the project .

7.1.7 BLANK FACADES

Blank facades at the street level should be minimized wherever possible. Because of the steep slopes on many blocks, parts of habitable floor plates will often be above the sidewalk grade with uninhabitable building space (parking structures, crawl space, or grade) immediately adjacent to the setback/build-to line. These exposed blank faces should be mitigated through good building design and landscape treatments.

Development Controls

1. The lowest habitable floor, “ground floor”, shall never be more than one story above sidewalk grade.
2. Exposed blank facades shall be kept to a minimum and architecturally treated to minimize impact. Treatments may include stoop entries, fenestration, landscape screening, raised planters, and other architectural features that improve the pedestrian experience.
3. Garages that border streets with less than 8% slope shall be wrapped with active uses to a depth of 25 feet as required by the Planning Code.

Design Guidelines

- a. Exposed blank facades, including exposed parking structures greater than five feet in height should maintain the rhythm, articulation and architectural treatment of the building above.
- b. Exposed blank facades on corners should not be greater than 8’ in height measured from back of walk.
- c. When exposed blank facades or parking structures are exposed on back sides of buildings interior to blocks and/or visible from other streets, they should reflect a residential design character and rhythm.
- d. Architectural features, color and/or texture should be used to mitigate blank facades above ground level.

7.1.8 METERS, UTILITIES, AND TRASH

Functional aspects of buildings, including but not limited to meters, utility hookups, and trash bins, detract from the appearance of a buildings and the abutting streetscape when not properly hidden from view. Building design needs to carefully consider how to organize such functions so that they can be easily accessed but hidden from primary facades and not unduly interrupt pedestrian entrances and front facade activation.

Development Controls

1. Dumpsters and garbage cans shall be concealed in buildings or trash enclosures integrated into the design of buildings.

Design Guidelines

- a. Where utilities, transformers, trash enclosures, and similar functional aspects of buildings must be placed along the front facade of a building along a right-of-way, such features should be hidden from view through landscaping, public art, or be well integrated into the architecture.
- b. Exposed utility connections and meters along street fronts should be

avoided or integrated into the building's architecture and landscape design.

- c. Where auto access is provided along alleys perpendicular to rights-of-way, utilities and transformers should be provided at these locations rather than along right-of-way frontage.
- d. Utilities and transformers should be avoided at Sunnydale and Santos Streets.

7.1.9 GATES AND FENCES

Security gates and fences are to complement the building architectural aesthetic and should provide opportunity for local character defining features, possibly as public art. Security concerns should be addressed by creating well-lit, well-used and active residential frontages that encourage 'eyes' on the street.

Development Controls

- 1. Low fences used to define yards or patios within the front setback shall not exceed 3'-6" in height.
- 2. Full height security gates shall not be allowed to encroach into the setback zone and shall be at or behind the principal plane of the building facade.
- 3. Chain link, barbed wire, and spiked security fences are not allowed.

Design Guidelines

- a. The placement and design of gates should be welcoming and avoid the impression of walled enclaves.
- b. Fences should be designed to be integrated into the architecture of the building and the block.
- c. Metal fencing or low masonry walls are desired and incorporation of local artistic elements is strongly encouraged.

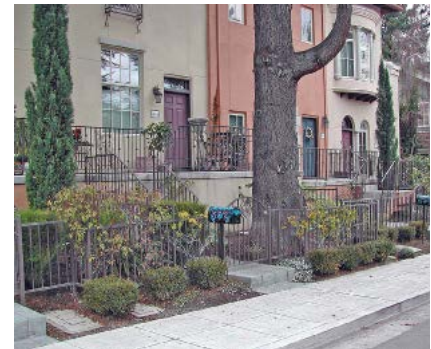
7.1.10 RETAIL/ SERVICE FACADES AND ENTRANCES

Development Controls

- 1. Storefronts shall be articulated at regular increments of 20-40 feet to express a consistent vertical rhythm along the street.
- 2. Retail/Service space at the ground floor must be a minimum of 14 feet floor to floor at Blocks 1 and 3.
- 3. Retail/service space shall be fenestrated with transparent windows and doorways for no less than 60 % of the street frontage at ground level and shall allow visibility to the inside of the building. The use of dark or mirrored glass shall not count towards the required 60% transparent area.
- 4. Commercial Signs shall meet the requirements of Planning Code Article Six for signs in NC-2 (Neighborhood Commercial - Small Scale) Districts.



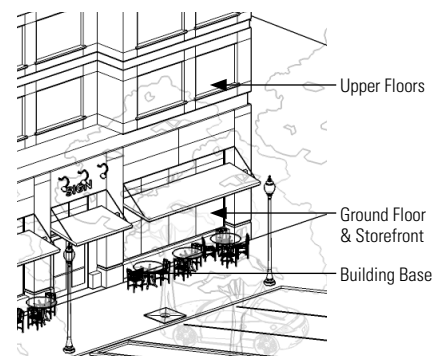
Utility infrastructure should be grouped, integrated with landscape, and can provide space for public art.



Low transparent fences define front yards and patios



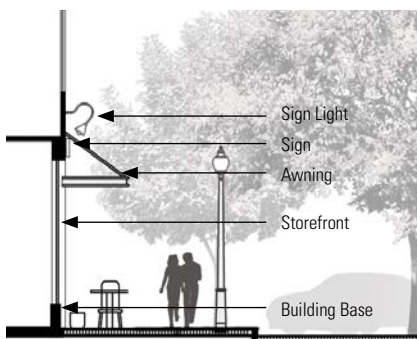
Metal fencing should be integrated into the architecture of the buildings and incorporating local artistic elements is encouraged.



Articulated building facade



Large clear glass display windows encourage window shopping and a visually interesting public realm.



Typical section through storefront and sidewalk realm



Recessed storefront entry



Individual awnings and columns articulate building facade rhythm.

All other signs shall meet the requirements of Planning Code Article Six for signs in residential districts.

5. All retail entrances shall be at sidewalk level and must be well marked and prominent. Sunken or raised storefront entrances are prohibited.

Design Guidelines

Entries

- a. Retail entries should be designed to provide transparency and create a smooth but defined transition from public to private space.
- b. Commercial and storefront entrances should be easily identifiable and distinguishable from residential entrances through the use of recessed doorways, awnings, large windows, changes in colors and materials, and alternative paving.
- c. Elements or features generating activity on the street, such as seating ledges, outdoor seating, outdoor displays of wares, and attractive signage are encouraged at all mixed-use buildings.
- d. Retail and Service building frontages should not be used for utilities, storage, and/or refuse collection.

Storefront Design

- f. Large display windows are strongly encouraged.
- g. Clear glass should be used. Colored or reflective glass is not appropriate except at uses such as childcare or health centers where privacy is a concern.
- h. A well designed base with decorative material is desired at display windows.

Building Base

- i. Non-residential ground-floor uses shall be distinguished from the building's upper-floor uses through varied detailing and through the use of awnings, belt courses, or other architectural elements.
- j. The building base should "ground" the building and provide greater detail and visual interest at the pedestrian level.
- k. Where the structured parking extends above grade, its appearance should be consistent with the building base.
- l. The building base should be incorporated into the storefront design at columns and below windows.

Awnings and Canopies

- m. Awnings over storefront windows and entries are strongly encouraged to provide signage, shade, and pedestrian cover.
- n. Individual awnings, which articulate the building facade rhythm, are desired in lieu of long continuous horizontal awnings.
- o. Awning colors are recommended as accents and should be integral with the building's overall color palette.

Building Signage

- p. Signage should be tastefully designed and consistent with the overall design of the building.
- q. Facade signs of individual letters, highlighted by separate wall washing lights or backlit as silhouettes are recommended and preferred.
- r. Stylistic signage representing the character of the shop or business is encouraged.
- s. Blade signs that are simple and attractive are encouraged.
- t. Neon and other artistic forms of signs are encouraged for variation and individuality.
- u. Cabinet signs are discouraged.
- v. Raceways and conduits should be hidden and not run on the facade.

7.1.11 ROOF DESIGN

Development Controls

- 1. Mechanical equipment located on the roof of buildings shall be screened from adjacent street level view with enclosures, parapets, landscaping and other means. Such equipment shall also be screened from neighboring buildings to the extent feasible. Photovoltaic and solar panels are excluded from this requirement.

Design Guidelines

- a. A variety of roof forms should be used to contribute to the overall character of the development. Strategies to achieve roof character include vertical accents, varied parapets, roof gardens, and trellises.
- b. Roof design should attractively incorporate and integrate sustainable technologies (renewable energy opportunities, plantings and the collection and storage of stormwater runoff) to be compatible with roof design and use as project economics allow.

7.1.12 BUILDING LIGHTING

Development Controls

- 1. All exterior building fixtures shall direct light downward, using the following methods: “Full Cut Off” or “Fully Shielded” fixtures (i.e. Fixtures do not allow any light to be emitted above the fixture). Architectural accent lighting is exempted from this requirement.

Design Guidelines

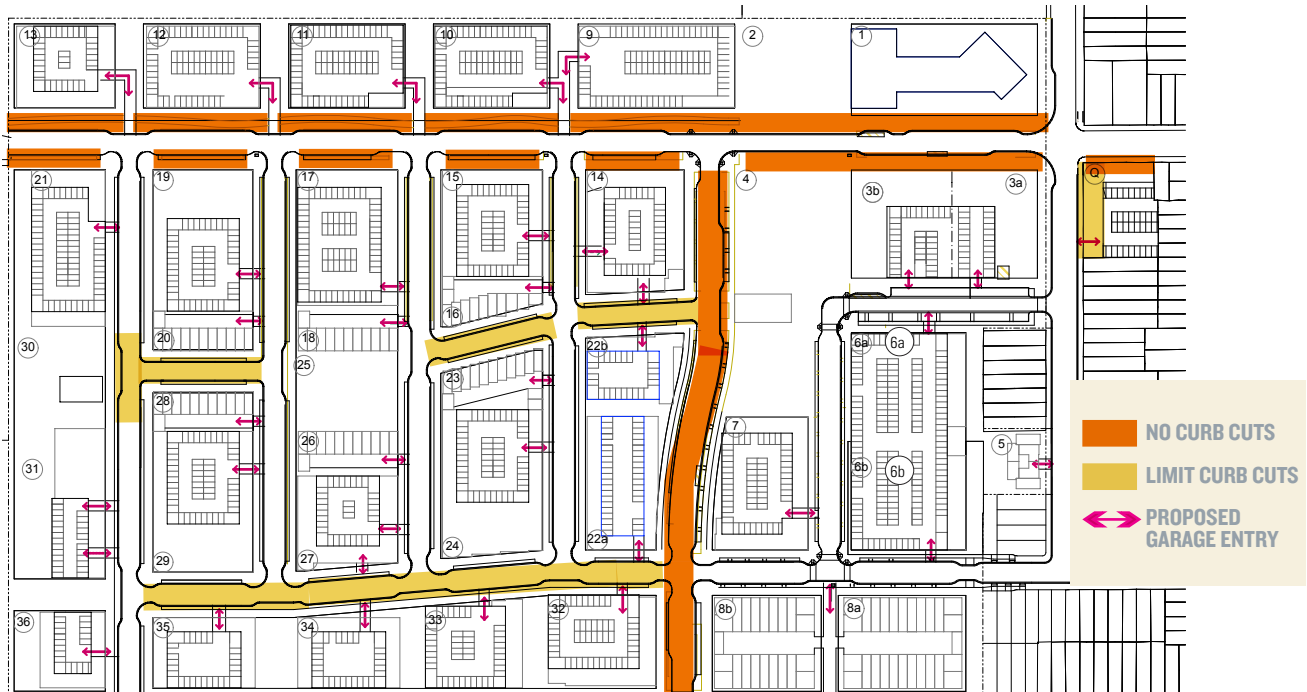
- a. Above the pedestrian level, building lighting should be limited to architectural accents and building facade lighting. Large building mounted security lights are discouraged.
- b. Building lighting should include “shut off” controls such as sensors, timers, motion detectors, etc, so lights are turned off when not needed for the safe passage of pedestrians.



Facade signage of high-quality, individual letters highlighted with wall washing lights



Stylistic signs represent the type of business before the text is ever read, and they make for a lively environment.



Parking Diagram (Figure 7.5)



Well designed garage entry



Garage entry and screening designed to integrate with architecture.

7.1.13 PARKING, PARKING ENTRANCES AND CURB CUTS

Suggested location and frequency of curb cuts are shown in Figure 7.3 above. Guest and retail parking will be provided by on-street parking.

Development Controls

1. Garage entrances shall not be allowed on Sunnydale Avenue and Santos Street.
2. Garage entrances shall be no wider than 20 feet if combined for ingress and egress, and no wider than 10' if ingress and egress are separated.
3. If off-street loading is provided it shall be integrated into the auto entry with a combined width of no more than 20 feet and meet the requirements and maximums provided in the San Francisco Planning Code.
4. No building located on streets with less than 10% slope, on Center Street, or on Blythdale Avenue shall have more than 2 garage entries on any one street façade.
5. Off-Street Loading shall meet the requirements of Section 7.1.13 Parking, Parking Entrances and Curb Cuts.

Design Guidelines

- a. Garage entrances and curb cuts should be designed to minimize their impact on the safety and vibrancy of the streetscape for pedestrians.
- b. Parking, loading and garage entries should be recessed a minimum of 3 feet from building plane. Townhouses are exempt from this requirement however, recessed entries are encouraged.
- c. On 50' wide lots or wider, entries to shared garages should be placed at

least 10' from lobbies where possible

- d. Curb cuts should be kept to a minimum to allow maximum number of on-street parking spaces and to enhance pedestrian safety.
- e. Bike parking and curb cuts should be coordinated to minimize conflicts between bicycles, pedestrians, and drivers.
- f. Care should be taken to avoid locating garage access directly across the street from building lobbies of adjacent properties.

7.1.14 USABLE OPEN SPACE AT BUILDINGS

Private and common open spaces at each block are important elements in the overall open space plan for Sunnydale. These spaces must be well designed, well lit and secure, with 'eyes on the street'. Security is the most important concern that residents have for these spaces. Because the overall neighborhood plan provides over six acres of park, the usable open spaces at individual buildings have been reduced from typical Planning Code minimums.

Development Controls

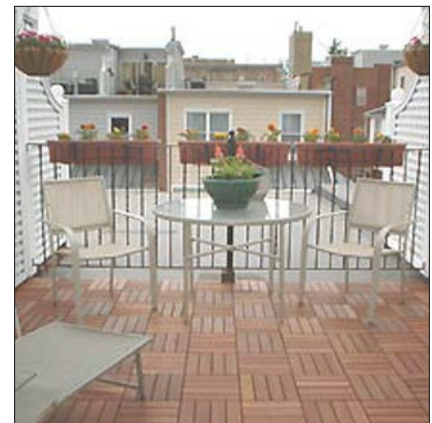
1. A minimum of eighty (80) square feet of usable open space per residential unit shall be provided. Open space may be provided as private usable open space, as common usable open space within the building's property lines or a combination of the two. Townhouse blocks may use rear alleys as shared pedestrian open space, however, private open space such as porches, roof decks and balconies are encouraged.
2. Private open space shall be provided in the form of private patios, yards, terraces or balconies. Private open space shall have a minimum dimension of 6 feet on a deck, balcony, porch or roof and shall have a minimum dimension of 8 feet if located on open ground, a terrace, or the surface of an inner or outer court.
3. Common open space shall be provided through common gardens, building courtyards, or rooftop terrace spaces. Common open space shall be open to the sky and have a minimum dimension of at least 15 feet. Common usable open space shall be configured to assure generous access to natural light. However, such open space need not meet the exact exposure requirements for usable open space as described in Planning Code Section 135(g)(2). Common open space must be accessible to all residents in the building in which it is located.
4. Community rooms, recreation or exercise centers with direct access to either: 1) on-site common open space that meets the requirements of Control no. 3 above; 2) immediately adjacent off-site publicly accessible open space; or 3) the street, as long as the community room or exercise room meets the active ground floor requirements of the SF Planning Department's Guidelines for Ground Floor Residential Design; may be provided to fulfill up to a maximum of 33% of the building's open space requirements, subject to minor modification process, if approved by SF Planning Department, based on the quality of the overall public spaces provided if well integrated into the project's overall open space program.



Common open space at podium level



Courtyard common open space



Private open space



Common open spaces such as common gardens must be accessible to all residents.



Private podium level open space screened from common space.



Open space should be designed to follow Bay Friendly Landscaping Guidelines and avoid invasive species.

5. Projections permitted into or over required private and/or the building's common open space are limited to balconies, bay windows, and decorative building facade features allowed in usable open space as described in the Planning Code and modified in Section 7.1.4.
6. Podium landscaping shall have an adequate soil depth subject to guidance from a certified arborist or landscape architect to ensure successful planting.

Design Guidelines

- a. Private and common open space should be designed to be visible from unit living areas.
- b. The building's common open space should be designed as usable surface area, containing both landscaped and hardscaped areas. Landscaped green and/or garden space should comprise more than 30% of the common outdoor area where possible.
- c. Courtyards should include patios for ground level units.
- d. Internal courtyards and common open spaces should be designed to provide privacy for ground floor units.
- e. The design of private and building's common open space should follow the SFPUC's Water Efficient Landscape requirements, and use primarily native and/or drought-tolerant plants. Plants listed on the Invasive Plant Inventory by the California Invasive Plant Council should not be used.
- f. Private and common open space areas should be designed to comply with the current stormwater controls of the SFPUC.
- g. Visual cues (landscaping, architectural features) should be incorporated to clearly differentiate private and public spaces.

7.1.15 PEDESTRIAN MEWS/PASEOS

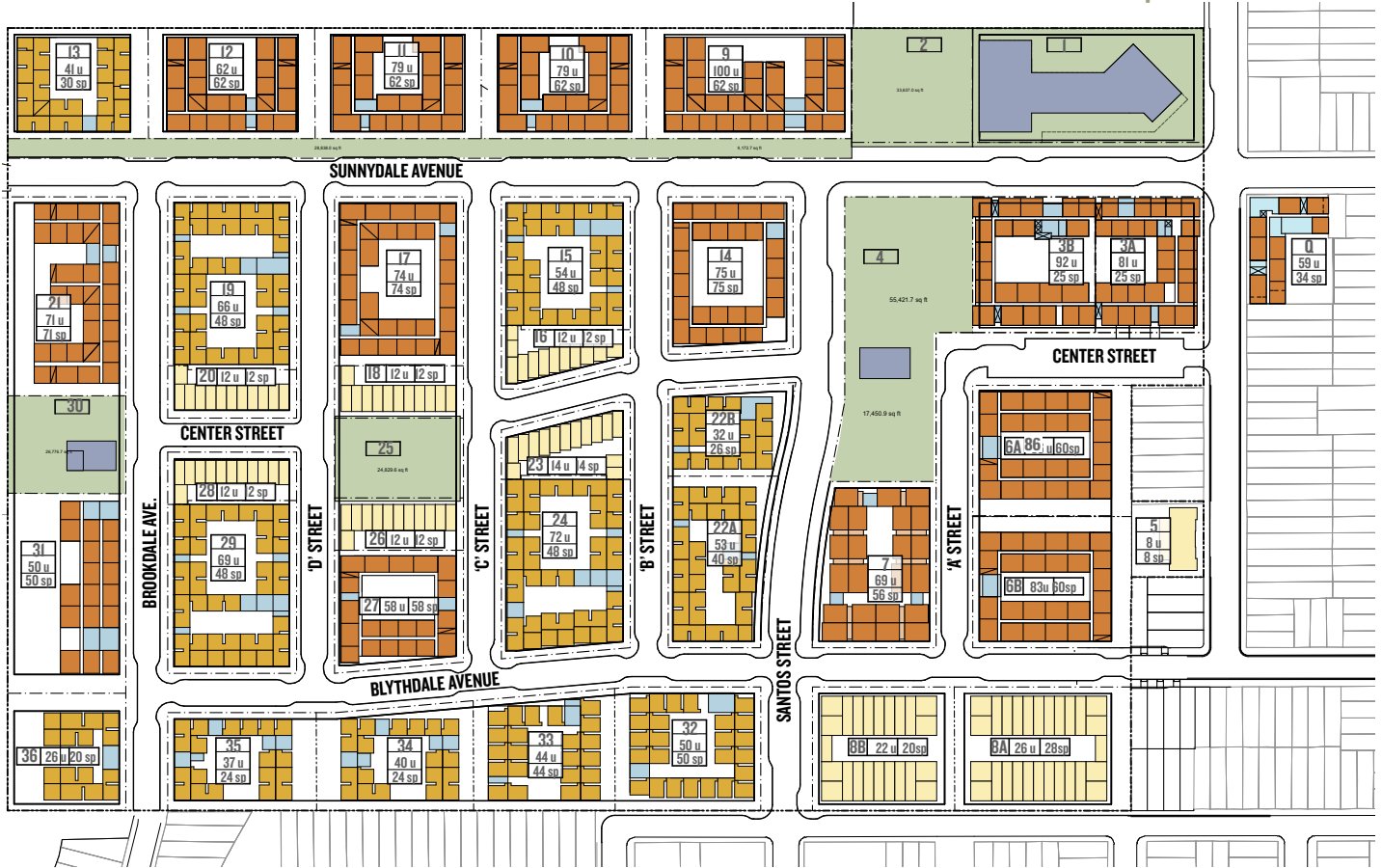
Pedestrian mews may be provided to give through access on larger blocks and/or to increase the number of units that have direct access to a public way.

Development Controls

1. Where provided, pedestrian mews shall be inviting, provide through access from one public right-of-way and/or public easement to another, and have common entrances and ground floor units that open directly to the mews.
2. Buildings facing pedestrian mews shall meet all applicable development standards and guidelines as buildings that are located on a public right of way.
3. Clearance for pedestrian passage on pedestrian mews shall have a minimum of 6 feet in width.
4. Pedestrian mews shall be minimum 25 feet in width between building frontages or 30 feet in width where there are 4 story buildings on two sides.
5. Pedestrian mews shall meet all usable open space requirements to be considered usable open space.

Design Guidelines

- a. Pedestrian mews should be open to the public during daylight hours.
- b. Pedestrian mews should be well lit.
- c. Landscape planters and fences designating private open spaces should not be greater than 3 feet in height.



Proposed Building Type Plan with Block Numbers (Figure 7.6)

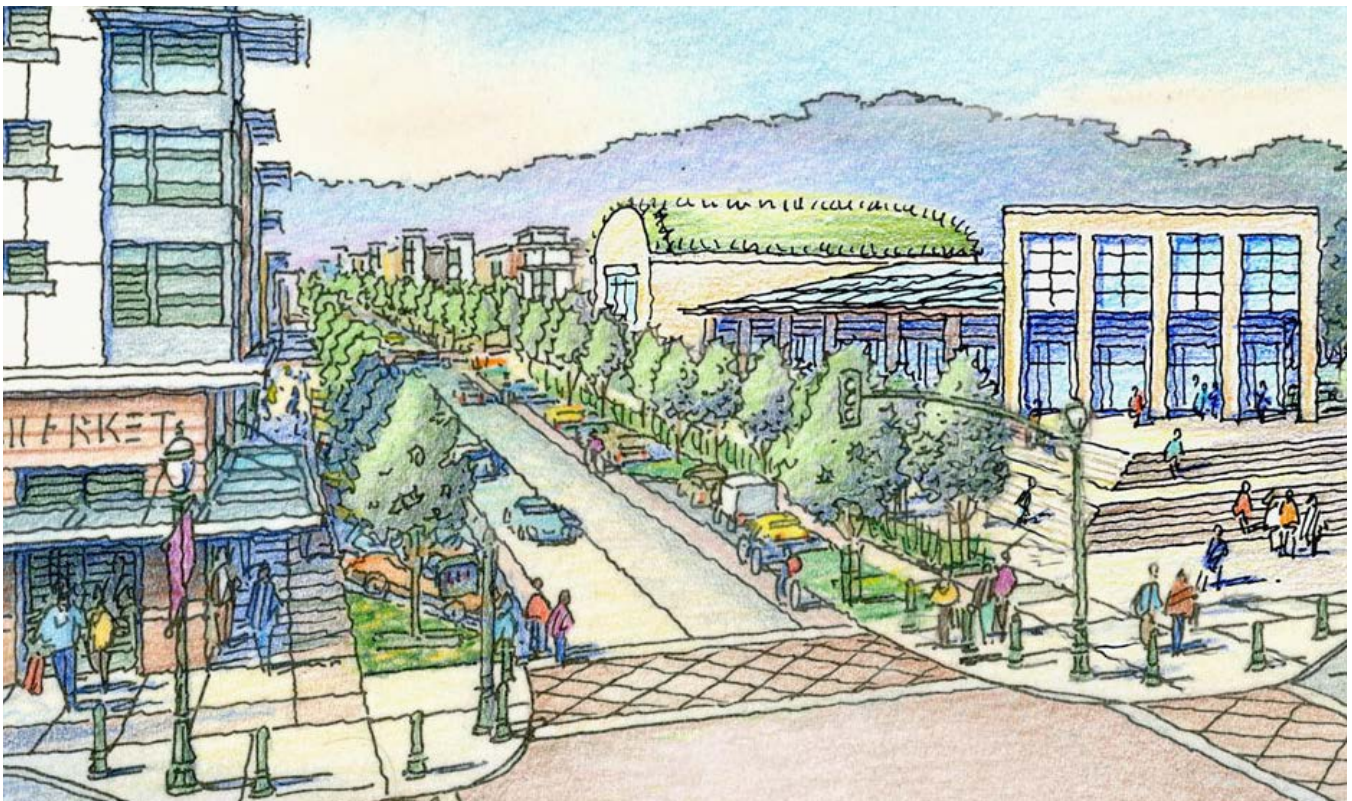
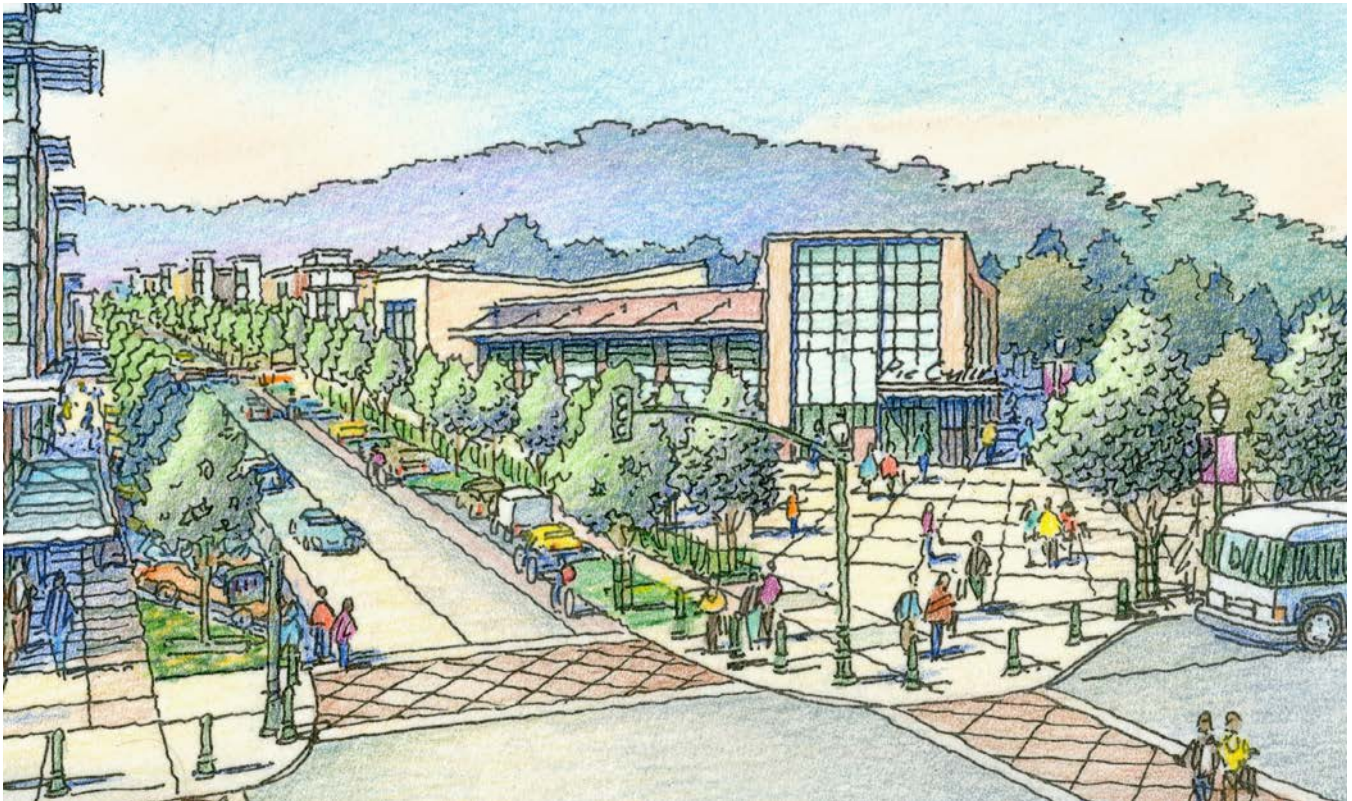
7.2 DESIGN INTENT: BLOCK BY BLOCK ANALYSIS

This section provides controls, guidelines, and possible development scenarios tailored to each individual block. For each block, one or two development scenarios are shown that illustrate the design intent for the block. A given block's final design does not need to strictly adhere to the example design scenario as long as the controls and guideline for that block in addition to those described elsewhere in this Design Standards and Guidelines document are met.

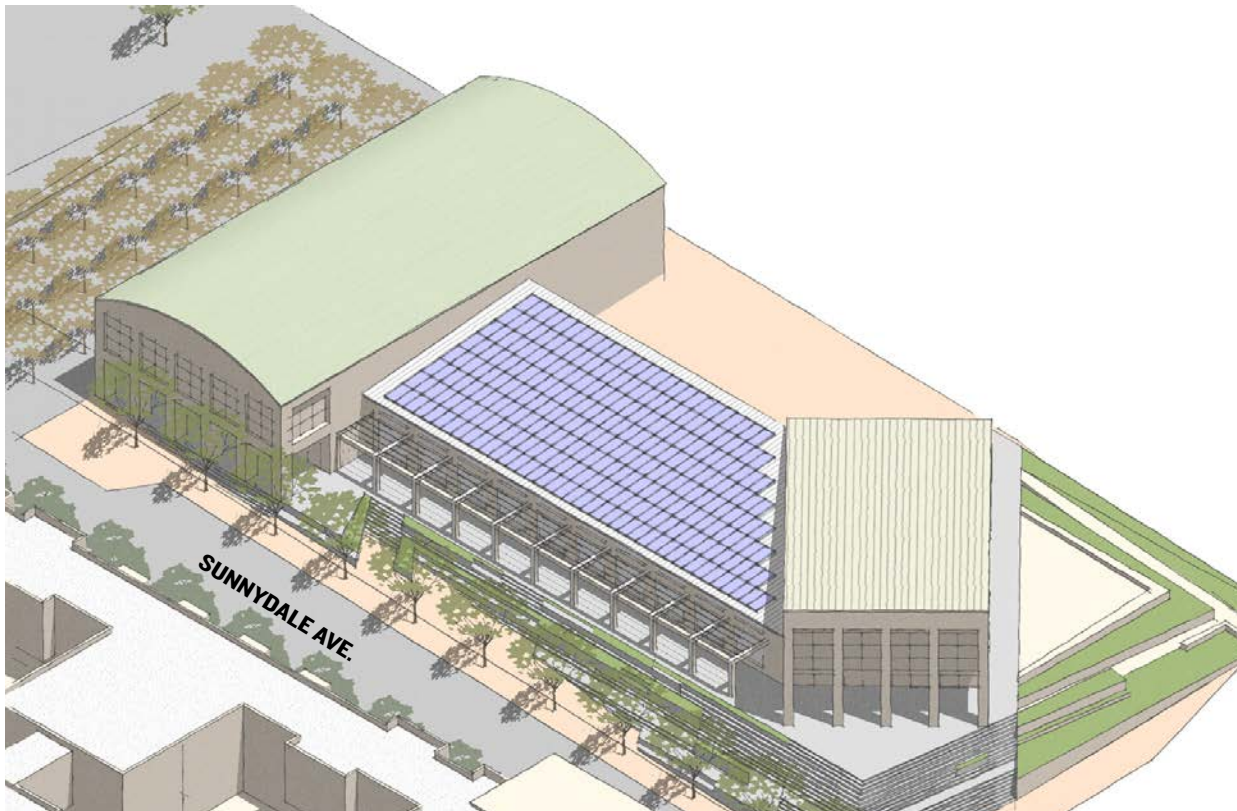
Townhouses may be developed on any of the housing blocks except Blocks 1, 3 and 6A/6B. Townhouse controls may be found in section 7.3 Townhouse Blocks.

KEY

1	Block Number
50 u	Proposed Units
50 sp	Proposed Parking



Alternative views of the Sunnydale Gateway Plaza and Recreation Center at Sunnydale and Hahn (Blocks 3 and 1)



Axonometric View of Recreation / Community Center

7.2.1 BLOCK I - RECREATION / COMMUNITY CENTER

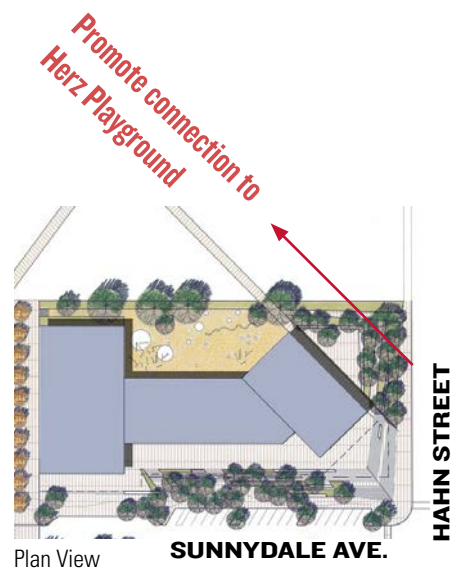
The Recreation/Community Center located at the northeast corner of Sunnydale Avenue and Hahn Street will serve the entire Visitacion Valley community and become a gateway to the revitalized neighborhood. This building is envisioned as a signature architectural expression incorporating sustainable features. It is anticipated that the Recreation/Community Center will be LEED certified.

Development Controls

1. The main entrance of the building shall orient to a public space on Sunnydale Avenue or Hahn Street or at the intersection of the two.

Design Guidelines

- a. Building should have a special architectural presence and shall create a visual gateway to the neighborhood.
- b. Building mass should be sculpted to define important public spaces, key intersections and corners.
- c. On-site outdoor play space for children should be located away from Sunnydale Avenue and orient toward Herz Playground.
- d. The building should relate to Herz playground and Coffman Pool.
- e. The Recreation Center may incorporate a wrap around patio at the Sunnydale Avenue frontage.

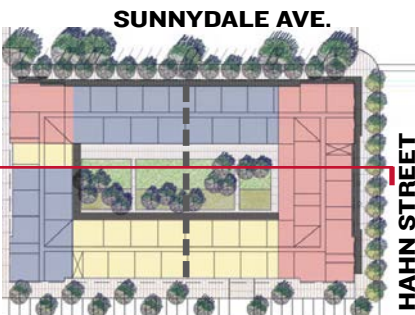




Axonometric view of Block 3 as seen from above Hahn Street looking southwest



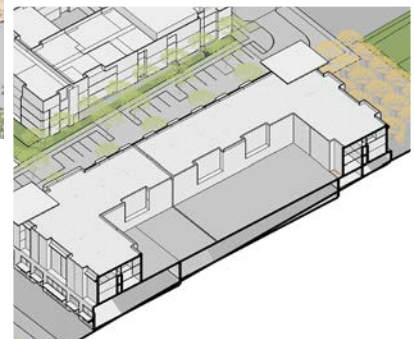
Prominent corner seen from Hahn Street



Plan showing ground floor retail (in red), services (in blue) and residential uses above

7.2.2 BLOCK 3 - SENIOR AND FAMILY MIXED-USE

Located opposite Block 1 at the southwest intersection of Sunnydale Avenue and Hahn Street, two mixed use buildings will form the other half of the gateway to the new Sunnydale. A senior mixed use building will be located at the corner of Hahn Street and Sunnydale Avenue and a family mixed use building will front the Neighborhood Green. The buildings are envisioned as four stories over a ground floor parking structure lined by commercial and service uses.



Section

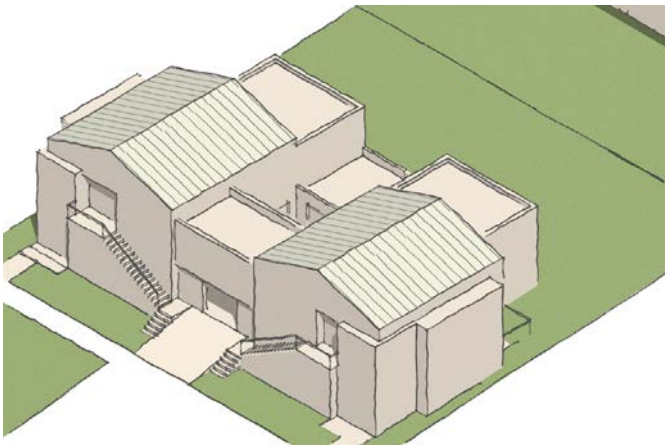
Development Controls

1. The ground floor fronting Hahn Street and Sunnydale avenue shall consist of retail and neighborhood services.
2. Parking and service shall be accessed from Center Street.
3. The building base shall be a minimum of 14' floor to floor.
4. Although retail is not explicitly required, ground floor tenant space shall be designed to accommodate retail use. Such design characteristics shall include, but not be limited to: 1) continuous storefronts along all streets; 2) mechanical needs for retail uses such as cafes; 3) noise attenuation between retail and residential uses.

7.2.2 BLOCK 3 - SENIOR AND FAMILY MIXED-USE CONTINUED

Design Guidelines

- The corner of the building located at Hahn Street and Sunnydale Avenue should be designed to create a significant architectural presence and reflect the residential character of the neighborhood.
- Outdoor seating associated with restaurant and cafe uses is encouraged.
- The west facing facade should create a wall along the open space in order to frame the open space at Block 4.



Axonometric View of Block 5



Plan View

7.2.3 BLOCK 5

Block 5 is envisioned as eight units of two and three story townhouses accessed from Hahn Street. This block could also be developed as townhouses parked from the street or through a single driveway to the rear.

Development Controls

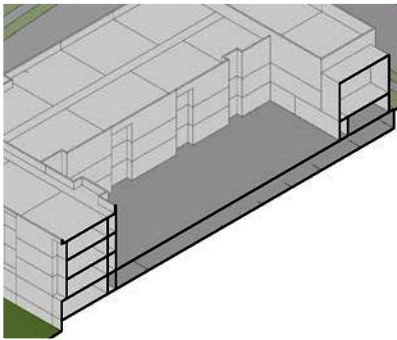
- The setback shall be determined by Planning Code section 132. Major or minor modification can be sought through Planning Code Section (Sunnydale SUD 249.75) rather than through the variance process of Planning Code Section 306.
- Unit entries shall have a prominent presence on Hahn Street.

Design Guidelines

- The garage entry should be no wider than 12'.



Blocks 6A and 6B as seen from the southwest



Section

7.2.4 BLOCKS 6A & 6B

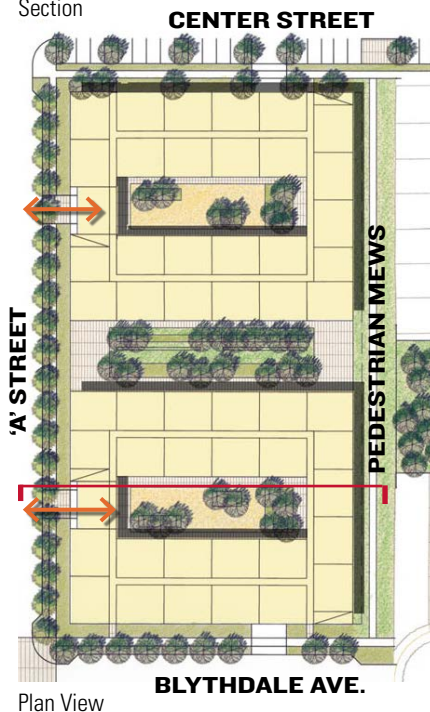
Blocks 6A and 6B are envisioned as two separate 4/5 story corridor buildings over a partially subgrade parking podium. A shared pedestrian mews is activated with unit entries.

Development Controls

1. The buildings shall be entered from lobbies located on the west frontage along 'A' Street, Blythdale Avenue, and Center Street.
2. Garages shall be entered from Blythdale to the south or from Center Street to the north.

Design Guidelines

- a. Ground floor units should be entered directly from the street or pedestrian walks where possible.
- b. The pedestrian mews should be activated with unit entries.



Plan View



Axonometric View of Block 7 from the southeast

7.2.5 BLOCK 7

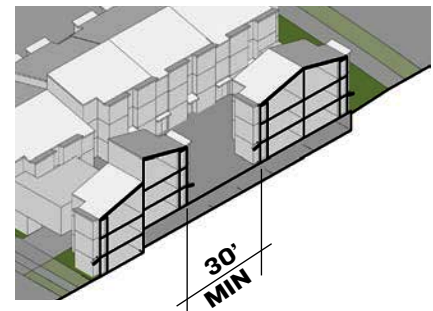
Block 7 is envisioned as a three story walk-up building over a partially subgrade concrete parking podium with a secure interior courtyard.

Development Controls

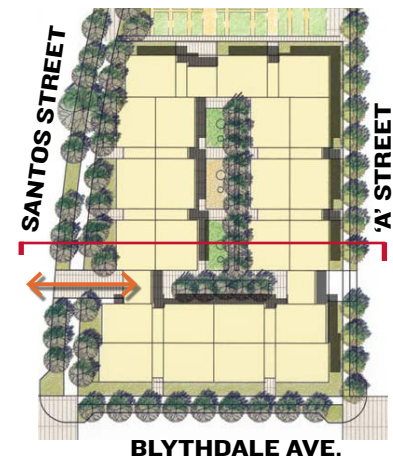
1. The courtyard shall be accessed from Santos Street frontage to the west and/or the community garden to the north.
2. Garage entrance shall be located along 'A' Street.

Design Guidelines

- a. Building facades should maximize unit orientation to the community garden and public streets.



Section



Plan View



View from Velasco Street frontage

7.2.6 BLOCKS 8A & 8B - TOWNHOUSES

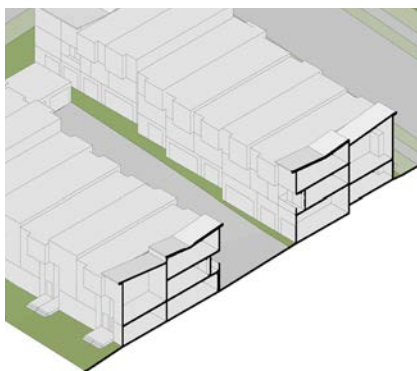
Blocks 8A and B are envisioned as two and three story, single-family townhouses to acknowledge the existing neighborhood along Velasco Street.

Development Controls

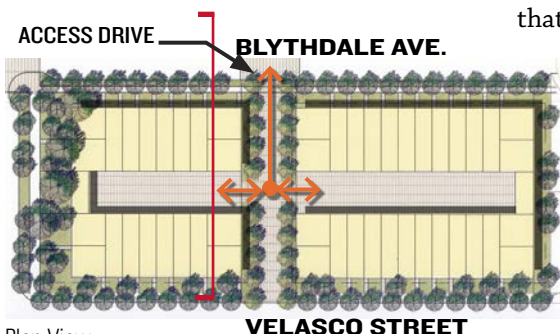
1. Front doors to individual townhouses shall be accessed directly from the sidewalk.
2. A 30' PUC utility easement must be maintained between the existing and new homes. No structures may be built on top of the PUC easement.

Design Guidelines

- a. The setback at Velasco frontage should match the setback of the neighboring single family residences.
- b. Individual townhouse garages should be accessed from a shared alley that connects to Blythdale Avenue and/or Velasco Street.
- c. Vertical breaks should be used at a spacing of 25-50 feet to step down the hill. A vertical break should comply with massing articulation strategies outlined in 7.1.2.2 and may be a change in material, plane, roofline, or other design feature that defines the individuality of each townhouse.



Section



Plan View



View with Sunnydale Avenue Linear Open Space in foreground

7.2.7 BLOCK 9

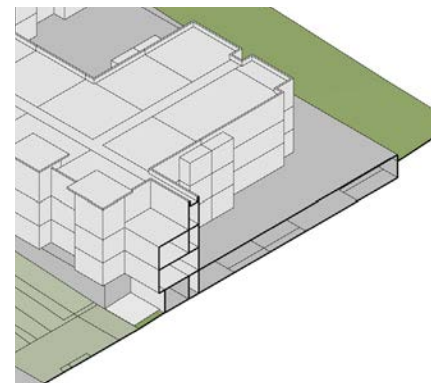
Block 9 is uniquely situated with open space on three sides. Gleneagles Golf Course is to the north, the new Sunnydale Avenue Linear Open Space to the south, and a new public plaza and community performance area to the east. This parcel is envisioned as a three story corridor building over a subgrade parking podium. An alternate townhouse configuration is shown on page 123.

Development Controls

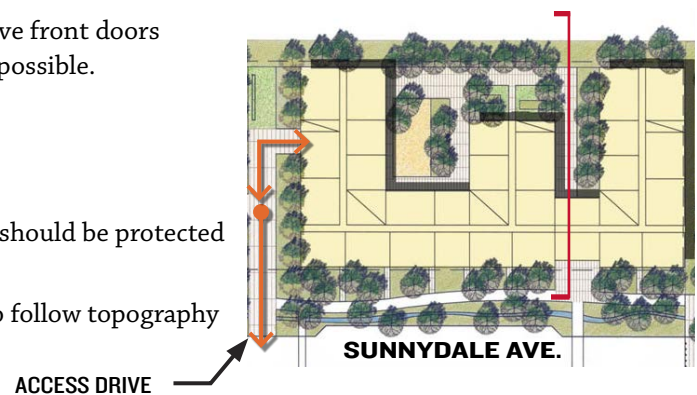
1. Parking and fire access shall be accessed from a shared driveway on the west building frontage.
2. The driveway shall not be gated at Sunnydale.
3. Ground floor units facing Sunnydale Avenue shall have front doors accessed directly from the Linear Open Space where possible.

Design Guidelines

- a. Maximize units facing the open spaces.
- c. Ground floor units facing the public plaza at Block 2 should be protected by a landscape buffer.
- d. The building facade should step down as necessary to follow topography along Sunnydale Avenue.

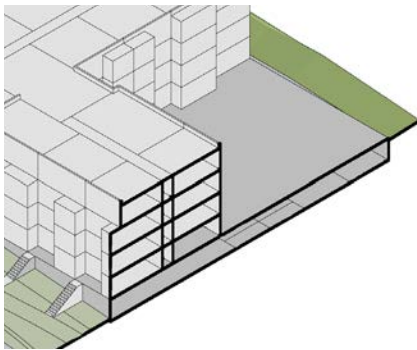


Section





View from Southeast



Section

7.2.8 BLOCKS 10,11 & 12

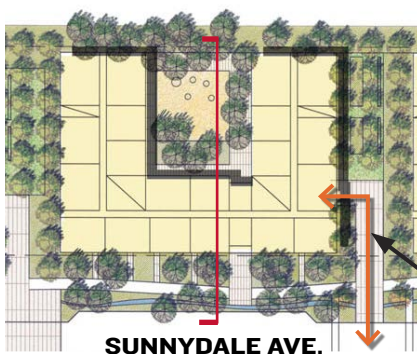
Blocks 10, 11 and 12, located on the north property line abutting the Gleneagles Golf Course enjoy both the golf course views and the new Sunnydale Linear Open Space. These buildings have been studied as 3-4 story corridor buildings over a parking podium.

Development Controls

1. The buildings shall step down at the downhill corners to line and screen the parking podium.
2. Street access drives aligning with B, C, and D Streets to garages will be 26' minimum in width for fire access but may provide decorative pavers or other meeting SFFD requirements for a portion of this width and should be shared between properties.

Design Guidelines

- a. Maximize the number of ground floor units facing Sunnydale Avenue directly from the Linear Open Space.
- b. Podium courtyards should open to the golf course for views.



ACCESS DRIVE

Plan View



View from Southeast

7.2.9 BLOCK 13

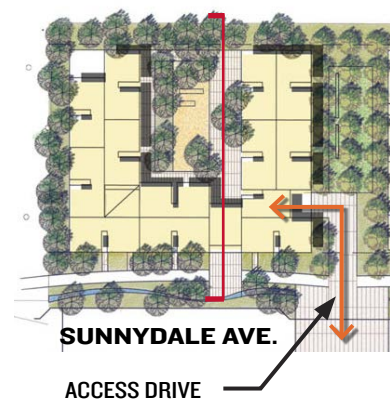
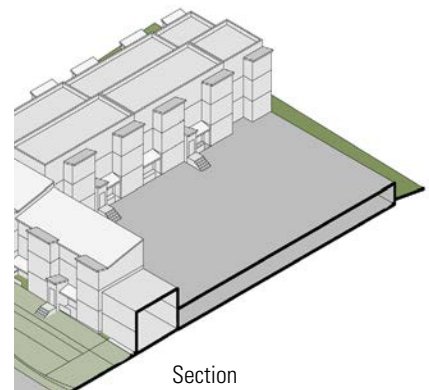
Block 13 is located in the northwest corner of the site adjacent to both Gleneagles Golf Course and a small undeveloped parcel of McLaren Park. The building is conceived as a three-story walk-up with townhouses over flats.

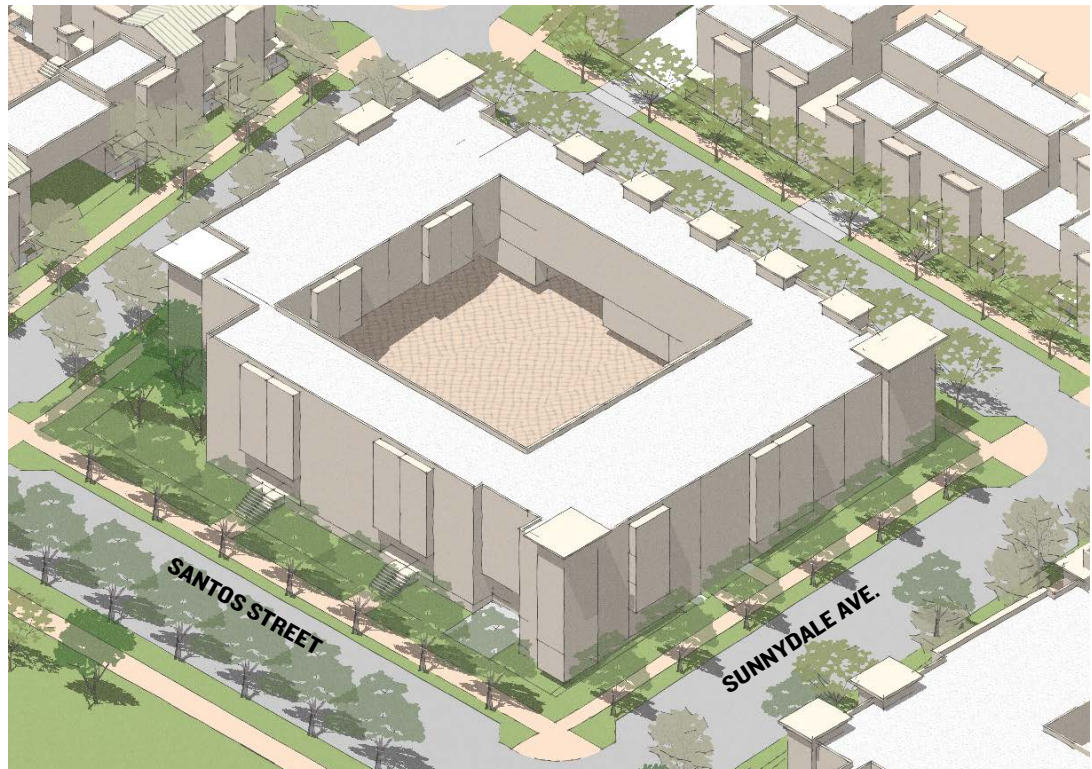
Development Controls

1. Parking shall be partially sub-grade and entered from the 26' minimum width drive aligned with Brookdale Avenue.
2. The building shall step down at its low corner to line and screen the parking podium.

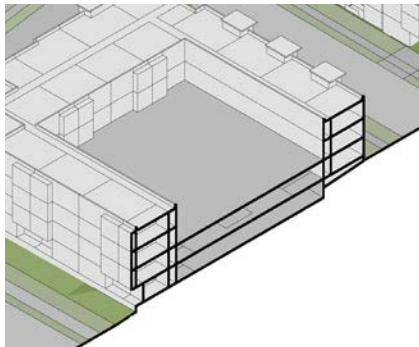
Design Guidelines

- a. Maximize the number of ground floor units facing Sunnydale Avenue which enter directly from the Linear Open Space.
- b. Podium courtyards should open to the golf course for views.

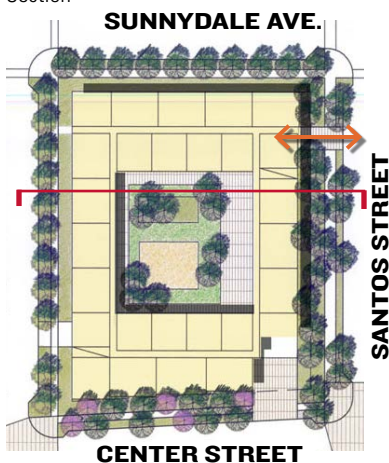




View from Northeast



Section



Plan View

7.2.10 - BLOCK 14

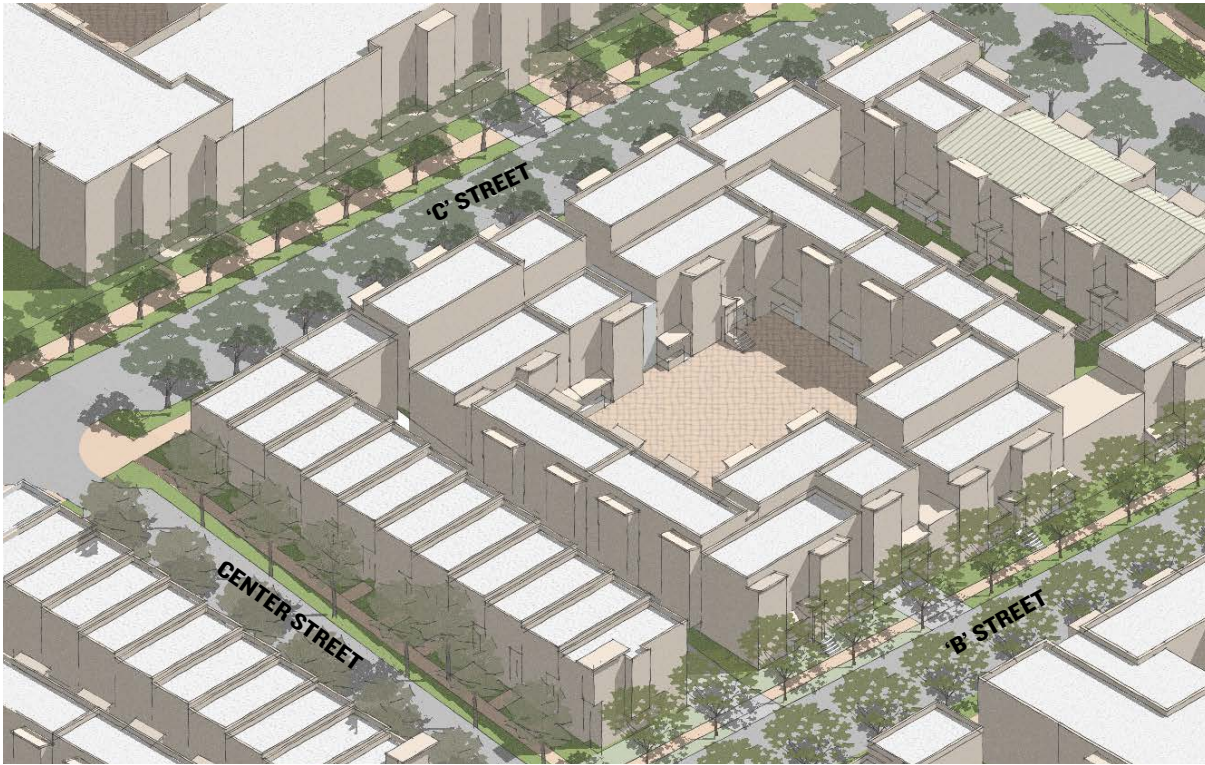
Block 14 is a small parcel prominently positioned at the intersection of Santos Street and Sunnydale Avenue. The building type is proposed as a four story corridor building over a two level concrete parking podium wrapped with residential liner units on all street frontages.

Development Controls

1. Parking entry shall be accessed from new 'B' Street to the west or Center Street to the south.

Design Guidelines

- a. The building design should address the prominent intersection at Sunnydale Avenue and Santos Street.
- b. Residential units should face streets and across to the Neighborhood Green.



View from Southeast of Blocks 16 and 15

7.2.II - BLOCKS 15 & 16, 19 & 20, 23 & 24 AND 28 & 29

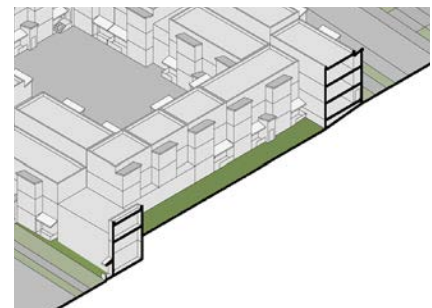
These blocks are envisioned as townhouses that line the new Center Street or Alternative Greenway, stepping with the topography, and creating a fine-grained residential feel. Behind these townhouses a three story walk-up building over a sub-grade parking podium is envisioned.

Development Controls

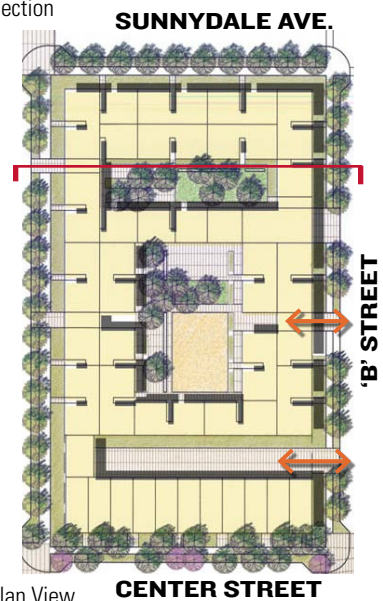
1. The Center Street or greenway shall be activated with stoops, porches, and building entries.
2. Individual townhouses facing onto the new Center Street shall step to follow the topography.
3. Garage entries for the podium parking shall be located on A,B, C and D Streets as identified in these Design Standards and Guidelines.

Design Guidelines

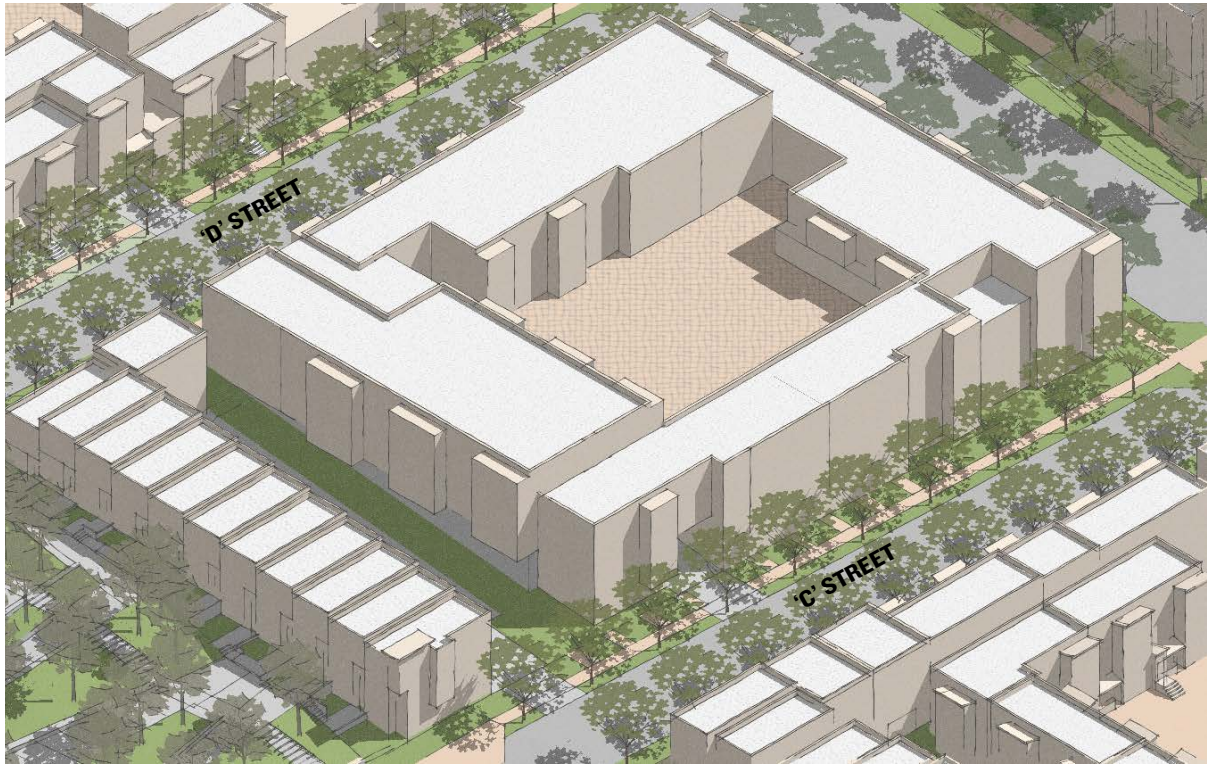
- a. Maximize the number of units facing streets.
- b. The large courtyard at the walk-up building may be broken down into smaller spaces to create a more residential scale.
- c. Units lining the garage on the downhill side should step to reflect the topography.
- d. Parking for the townhouse units should be accessed from a rear alley. A gate to secure the alley would be acceptable here, if necessary.



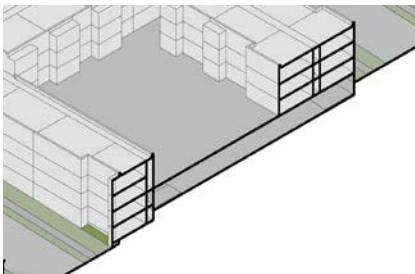
Section



Plan View



View from Southeast of Blocks 18 and 17



Section

7.2.12 - BLOCKS 17 & 18 AND 26 & 27

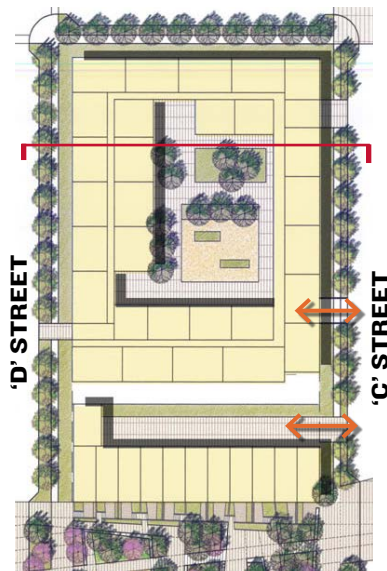
These blocks are envisioned as townhouses that line the new Mid-Terrace Open Space, stepping with the topography, and creating a fine-grained residential feel. Behind these is a three to four story corridor building over a sub-grade parking podium at Blocks 17 and 27 .

Development Controls

1. The Mid-Terrace Open Space frontage shall be activated with stoops, porches, and building entries.
2. Individual townhouses facing on to the new Center Street or Mid-Terrace Open Space shall step to follow the topography.
3. Garage entries for the podium parking shall be located on A,B, C and D Streets as identified in these Design Standards and Guidelines.

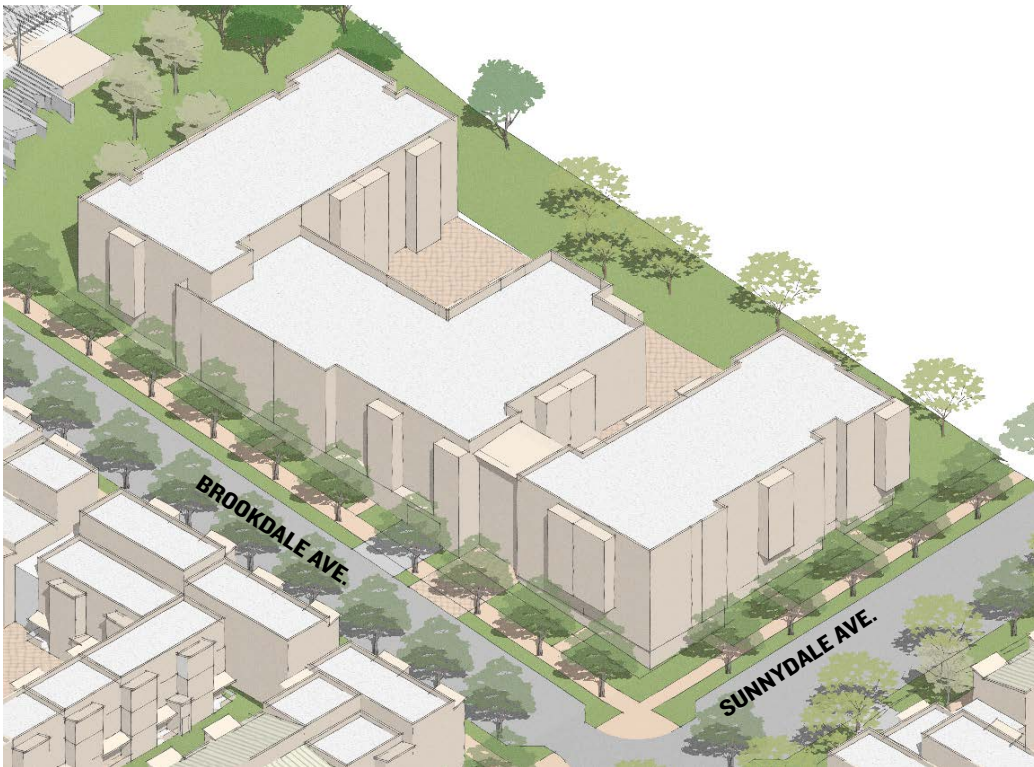
Design Guidelines

- a. Parking for the townhouse units should be accessed from a rear alley. A gate to secure alley would be acceptable here, if necessary.



MID TERRACE OPEN SPACE

Plan View



View from Northeast

7.2.13 - BLOCK 21

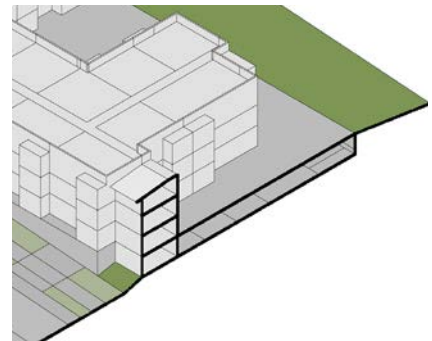
Block 21 slopes up and away from the intersection of Sunnydale and Brookdale Avenues and captures views of the Bay to the east from the upper units. The building is envisioned as a three story, double loaded corridor on podium parking, built into the hillside. Townhouses line the parking podium at the street level.

Development Controls

1. The garage entry shall be at Brookdale Avenue.

Design Guidelines

- a. The building should step to reflect the topography and break up massing.



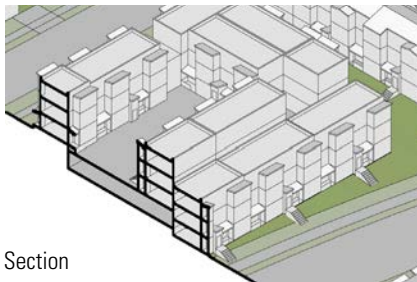
Section



Plan View



View from Southeast



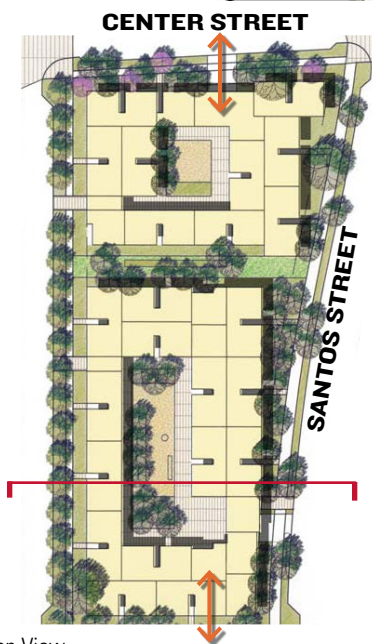
Section

7.2.14 BLOCKS 22A & 22B

Blocks 22A and 22B face the reconfigured Santos Street. The buildings are envisioned as a series of walk-up townhouses over flats, accessed either directly from the street, the podium or from the pedestrian mews between Blocks 22A and 22B. Parking is accommodated in a sub-grade podium. An alternate townhouse configuration is shown in Section 7.3.3.

Development Controls

1. The parking garage shall not be accessed from Santos Street.
2. Ground floor units facing the pedestrian mews between the two buildings shall have entries onto that space. See Section 7.1.15 for requirements.



Plan View



View from Northeast

7.2.15 BLOCK 30 - OVERLOOK OPEN SPACE & OPTIONAL COMMUNITY PAVILION

The Overlook Open Space and optional Community Pavilion is located at the top of the site to capture the sweeping bay views and provide space for parties, bbqs or picnics. Further description of the Overlook Open Space can be found in Section 6.2.7 of this document.

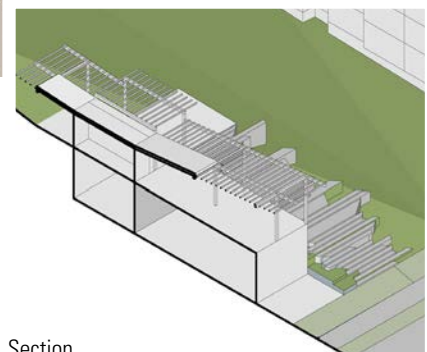
If the Community Building structure is developed, the building should comply with the following Design Guidelines. An alternative to a stand-alone building may be to attach the pavilion to the Block 31 building directly to the south.

Development Controls

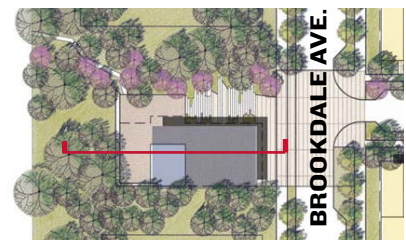
1. The Overlook Open Space shall be located at Block 30.

Design Guidelines

- a. The pavilion, if provided, shall orient toward the views to the east.
- b. The building shall be secure and lockable when not in use.
- c. The pavilion shall be as open as possible to the views while facilitating securable indoor/outdoor space.
- b. Retail or small commercial use is encouraged on the lower level of the pavilion.



Section



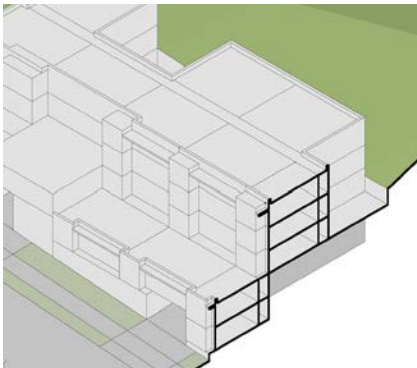
Plan View



View toward Bay from Overlook Open Space



View from Southeast



Section

7.2.16 - BLOCK 31

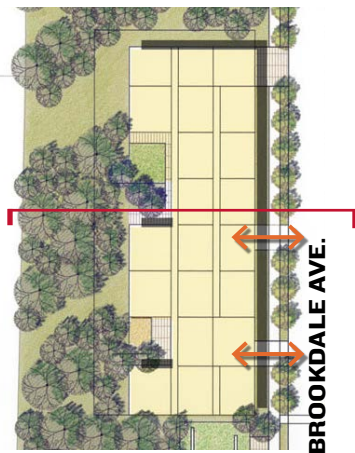
Block 31 is a steep site, sloping up, away from Brookdale Avenue with sweeping views of the Bay to the east. The building is envisioned as a three story, double loaded corridor over two levels of sub-grade parking, built in to the hillside. Townhouses line the parking podium at the street level.

Development Controls

1. The downhill side of the podium shall be lined with units.
2. No more than 25% of podium may be exposed to street frontage.

Design Guidelines

- a. Units should be designed to maximize views of the bay.



Plan View



View from Southeast

7.2.17 - BLOCK 32

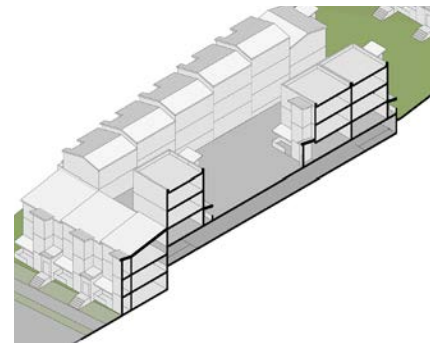
Block 32 is located at the key intersection where Santos Street meets both Velasco Street and Blythdale Avenue. These intersections are main transit and vehicular gateways to the new Sunnydale development. The building is envisioned as a series of walk-up townhouses over flats, accessed either directly from the street, pedestrian mews to the west, or interior courtyard. An alternate townhouse configuration is shown in Section 7.3.4.

Development Controls

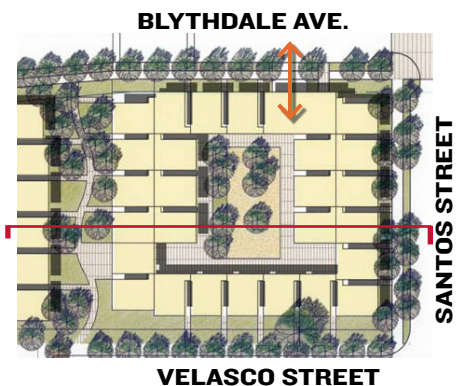
1. Units facing Velasco and Santos Streets shall be accessed by stairs and walkways directly from street as grade permits.
2. The downhill side of the podium at Santos Street shall be lined with units.
3. Vehicular access shall be from Blythdale or a drive shared with Block 33.

Design Guidelines

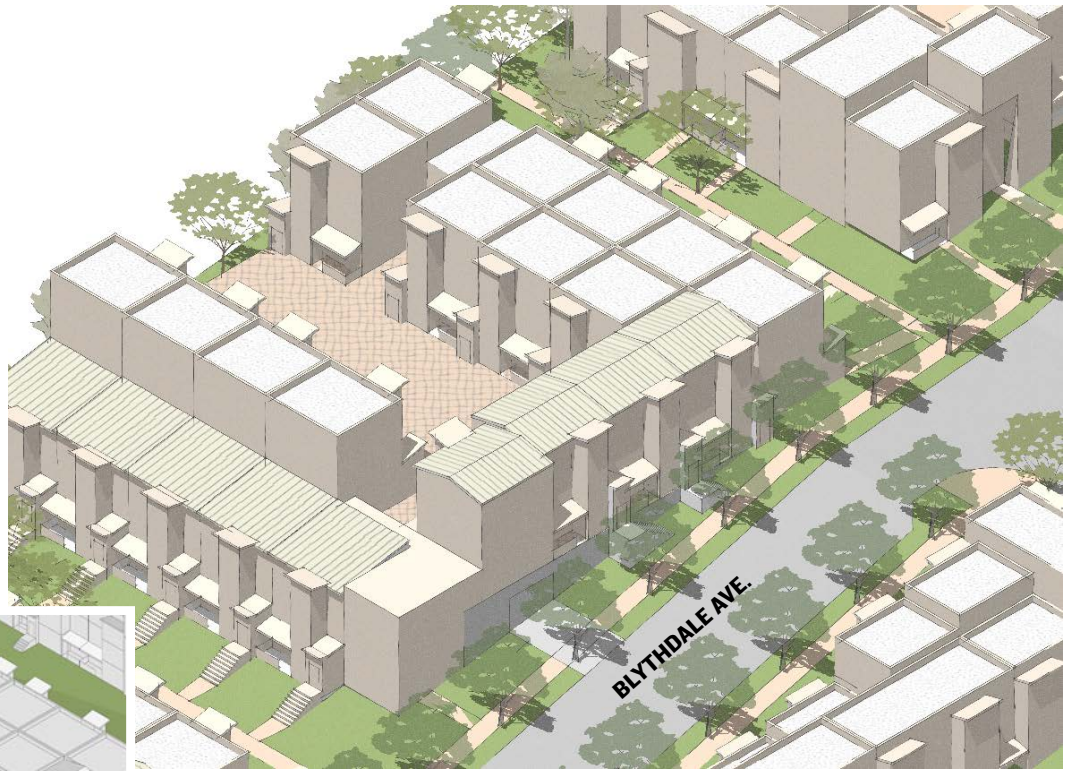
- a. Corner units should architecturally acknowledge both street frontages with windows and bays or other means.
- b. This block is served by a pedestrian mews. Refer to Section 7.1.15 for requirements.



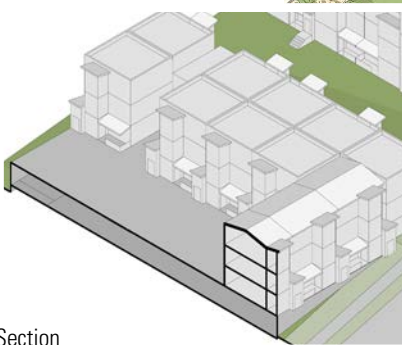
Section



Plan View



View from Northeast



Section



Artist Rendering of Birds-eye View



Plan View

7.2.18 - BLOCKS 33, 34 AND 35

Blocks 33, 34 and 35 are located along Blythdale Avenue, on the steepest part of the site. The buildings are conceived as a series of walk-up townhouses over flats above a parking podium, accessed either directly from the street, pedestrian mews, or the interior courtyard.

Development Controls

1. Downhill side of podium shall be lined with units.
2. Vehicular access shall be from Blythdale or a shared drive.

Design Guidelines

- a. Attention to privacy and massing should be given relative to the single family homes to the south.



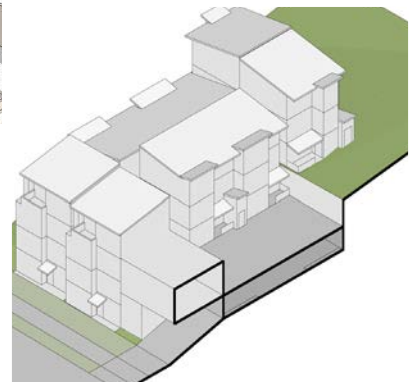
View from Southeast

7.2.19 - BLOCK 36

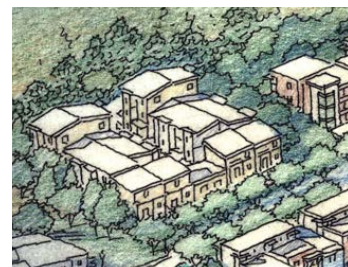
Block 36 along with Block 35 creates a minor gateway into the new neighborhood. The block slopes steeply up from Brookdale Avenue allowing for views of the Bay to the east. The building is envisioned as a series of walk-up units over a single level parking podium.

Design Guidelines

- Units should be designed to maximize views of the Bay.
- Units should face and have an access from the sloping site to the north and south of the building to activate those spaces.
- The existing San Francisco Recreation & Parks Department stair access to McLaren Park located just south of the property line should be re-developed concurrently with Block 36.



Section



Artist Rendering of Birds-eye View



Plan View



View from North

7.2.20 - BLOCK Q

Block Q is located at the southeast corner of Sunnyvale Avenue and Hahn Street and plays an important role in the gateway to the new Sunnydale. The new structure is envisioned as five stories over podium parking with the building mass stepping down adjacent to the neighboring parcels.



Section

Development Controls

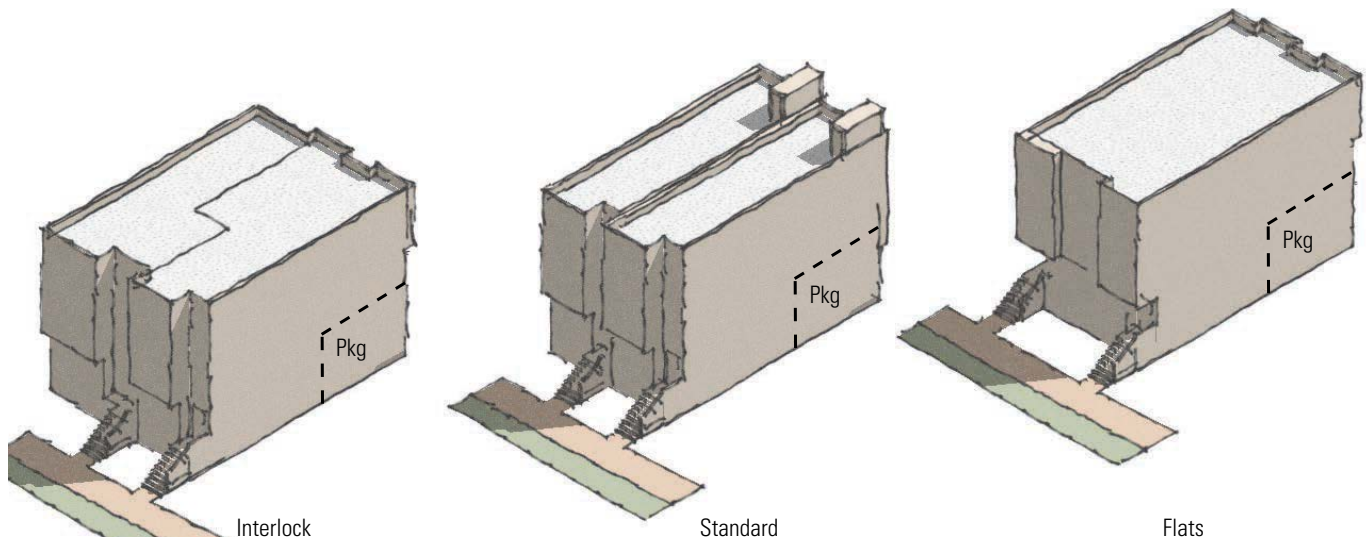
1. The main entrance lobby shall be located near the corner of Sunnydale Avenue and Hahn Street.
2. The garage shall be accessed from Hahn Street.
3. The building shall step down in height at adjacent properties.
4. Podium shall be landscaped and care taken to reduce impact at adjacent properties.

Design Guidelines

- a. Unit entries with raised stoops should have a prominent presence on Sunnydale Avenue and Hahn Street.
- b. Emphasize a lower roof line for well-scaled street facades.
- c. Articulate the building corner to relating to the mixed-use buildings across Hahn Street.
- d. Introduce two-story bay elements relating to existing smaller scale homes.
- e. Property line walls extending above adjacent lower buildings should be architecturally articulated and cognizant of the visibility of these facades from surrounding streets, buildings and public spaces. Windows should be used, where possible to avoid expanses of blank wall.



Plan View



Examples of Townhouse Configurations

7.3 TOWNHOUSE BLOCKS

Townhouses may be developed on any of the blocks except 1, 3, 6A, and 6B, or those designated for open space and public facilities. All townhouse developments must follow the development controls and design guidelines below.

Accessory units, commonly referred to as “in-law units” or ADUs are encouraged at townhouse units. Accessory units are attached or detached residential dwelling units added to a single family independent dwelling unit on a single or multi-family zoned parcel. ADUs shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel.

When townhomes are being developed in lieu of podium buildings the following Descriptions, Development Controls and Design Guidelines are to be applied.

COMMON TOWNHOUSE DEVELOPMENT CONTROLS AND DESIGN GUIDELINES FOR ALL TOWNHOME DEVELOPMENTS.



Unit pattern stepping down the street



Building articulation through the use of bays

Development Controls

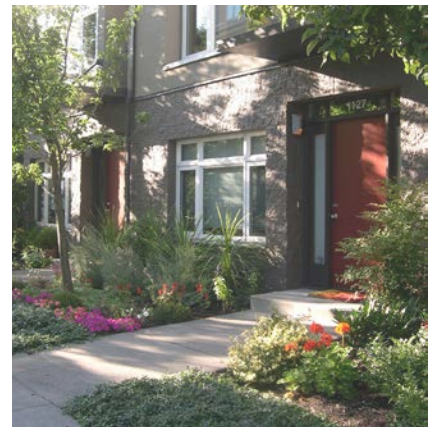
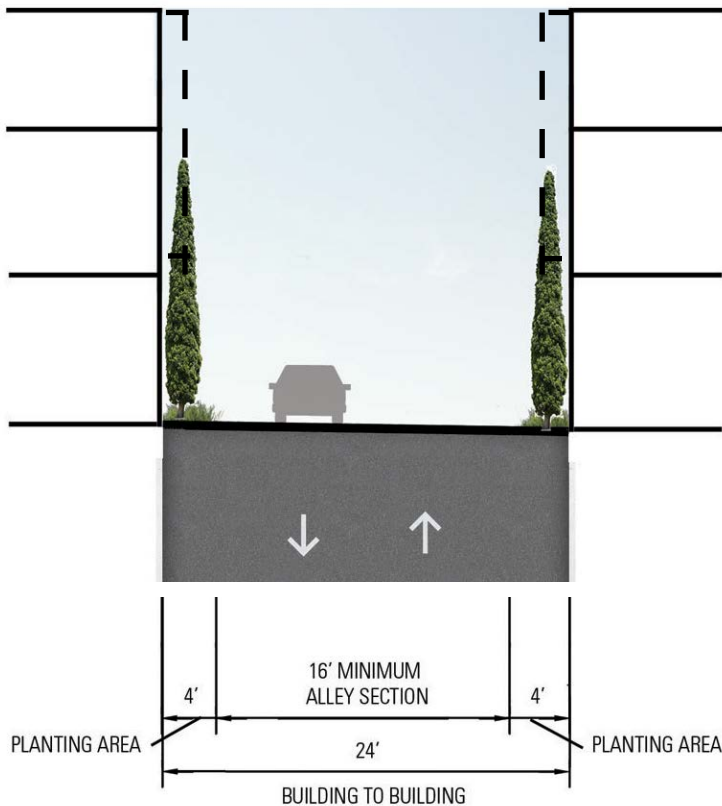
1. “Townhouse” buildings may be individual townhouses, or interlocking townhouse and flats in combination not associated with a podium garage. If stacked flats are used, they shall comply with the rhythm and pattern of townhouses.
2. Front doors to individual townhomes or grouped stoop entries shall be accessed directly from the street, or open space right of way, unless otherwise noted in the particular block description or controls.
3. Individual or grouped garages shall be accessed from rear alleys.

Design Guidelines

- a. The pattern of individual units should step down the street or walk to

match grade change. These steps should be at approximately 16-36' increments to reflect the unit pattern.

- b. Garbage/recycling collection should be aggregated in a facility at the ends of the alley, rather than at individual units, but this is not required.
- c. Vertical breaks should be used at a spacing 25-50 feet to reflect the residential scale. A vertical break may be a change in material, plane, roofline, or other design feature that defines the individuality of each townhouse.
- d. Building articulation is further desired though the use of bays and balconies in a vertical proportions and pattern.
- e. Open Space may be provided by individual porches, balconies, roof decks, or in alleys designed as shared pedestrian spaces.
- f. Alley Design:
 - i. Alleys should be used to provide garage access to the rear of townhouse blocks. Refer to 7.3.1-7.3.5 for locations and concepts.
 - ii. Alleys are encouraged to include landscaping as well as pervious pavement, and be designed as shared spaces for pedestrians.
 - iii. Alleys should have lighting set to occupancy controls to ensure a well lit, safe place. This may be from buildings or poles, but must be activated by sensor and centrally controlled.
 - iv. Alleys may have security gates, however they must be recessed behind or integrated into the building façade and control alley access only. Fencing and gates should be designed to complement the building's architectural aesthetic.



Front doors accessed from the street



Ornamental fencing and gates



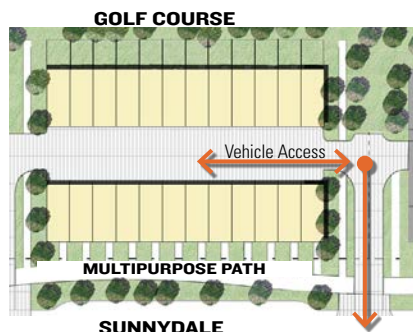
Townhouses above street due to grade change



Pavers and landscape at Alley



Optional Townhouse Alley Layout



Plan View of Anticipated Alley Layout



Plan View of Optional Alley Layout

7.3.1 BLOCKS ALONG THE GOLF COURSE AND SUNNYDALE AVENUE

Townhouse blocks between Sunnydale Avenue and the McLaren Park golf course are anticipated to be larger family oriented units, which may include second units for extended family or completely separate apartments.

Development Controls

1. Buildings shall face Sunnydale Avenue and have walks to stoops from the multi-purpose path in the linear open space. All ground floor units on the perimeter of block must be accessible from a publicly accessible path, alley or street. Grouped entries at larger stoops for multi-unit access are allowed.
2. Vehicle access shall be limited to the intersection locations along Sunnydale Avenue (shown in Figure 7.6).
3. The setback from the Sunnydale Avenue linear open space is 10 feet. See Section 7.1.4 for further controls.



Block 22 townhouses facing Santos Street



Block 14 Townhouses facing Santos Street and Sunnydale Avenue

7.3.2 BLOCKS ALONG SANTOS STREET

Development Controls

1. Blocks along Santos Street may be two to three story townhomes. Townhomes may not have vehicle access drives directly from Santos Street, Center Street or Sunnydale Ave. 'B' Street and Blythdale Avenue may have curb cut vehicle access(es).
2. Townhome front elevations and entries shall typically be oriented to streets.
3. The front yard setback varies depending on the street. See Section 7.1.4 for further setback controls.



Diagram of example townhouse blocks along Santos Street

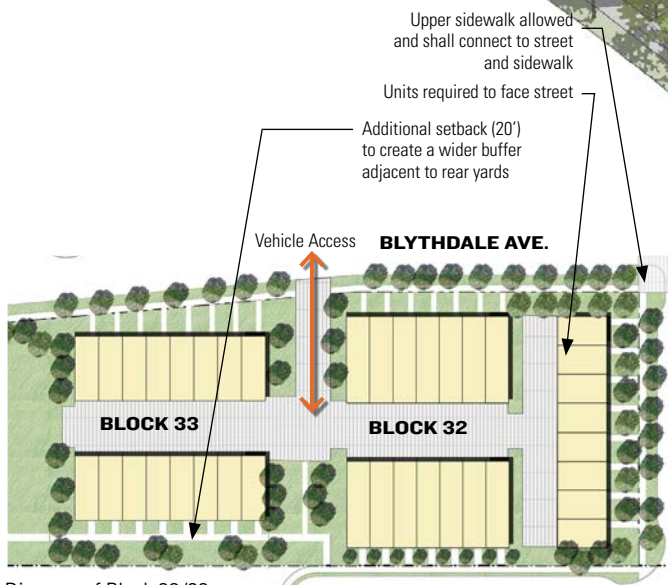


Diagram of Block 32/33

7.3.3 BLOCK 32 AND 33 FRONTING SANTOS, VELASCO AND BLYTHDALE

Development Controls

1. Townhomes on these blocks shall orient toward Santos Street, Velasco Avenue and Blythdale Avenue with vehicle access to alleys off of Blythdale.
2. If townhomes are developed at Block 33 the rear yard setback above Velasco Avenue shall be increased to 20 feet and a 5-6' pedestrian walk which shall extend to Velasco Avenue from the residential units fronting the rear yard or,
3. If townhouse residential units are developed in Block 32, they may sit substantially above the surrounding streets (approximately 10 feet in elevation) and may have long steps to meet the sidewalk or may have a secondary walk closer to the stoop elevation. If this is the case then the walks shall reach down to the intersections at Blythdale and Velasco and a sidewalk along the street must also be provided.

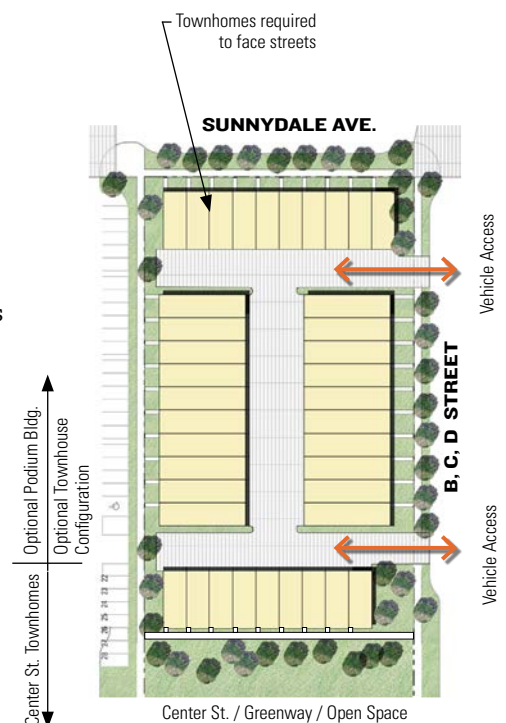


View of townhomes fronting Center Street

7.3.4 TOWNHOMES FRONTING CENTER STREET OR CENTER MID-TERRACE OPEN SPACE

Development Controls

1. Townhomes front doors shall be accessed from the fronting streets. Vehicles must access from the downhill cross streets, such as B, C, or D Streets.
2. These blocks should not have through alleys because the grade change would make garage access difficult.
3. Central blocks which face Sunnydale Avenue may not have alley access from Sunnydale Avenue and shall have access from the downhill streets B, C, or D Streets.



Example of Townhouses Fronting Center Street



After: Aerial perspective of the proposed development looking West

8. Sustainability Principles

The development of Sunnydale is intended to be a model of urban sustainable design. The Development Controls and Design Guidelines that follow prescribe how a high level of sustainability may be achieved in the new development, and includes performance standards that are in accordance with LEED v4.0 for Neighborhood Development and the San Francisco Green Building Ordinance. Where more than one control is provided that addresses the same issue, the more stringent shall control.

LEED ND prerequisites must be met in the master planned development. *See Project Checklist Appendix by Global Green USA providing the recommended credits for the Master Plan to achieve LEED ND certification.*



8.1 SMART LOCATION AND LINKAGES

Development Controls (LEED ND Prerequisites)

The neighborhood meets the prerequisites of LEED ND Smart Location and Linkages.

8.2 NEIGHBORHOOD PATTERN AND DESIGN

Development Controls (LEED ND Prerequisites)

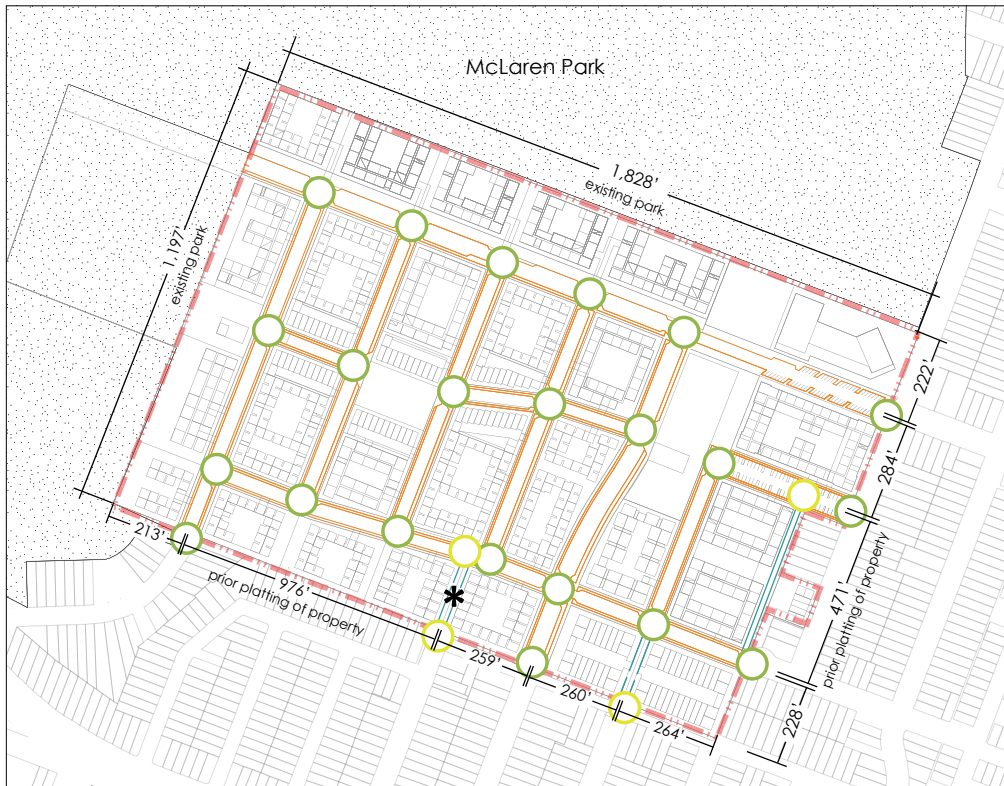


Walkable Neighborhood Street

8.2.1 WALKABLE STREETS

The master planned development shall be designed and built to meet the following requirements:

1. All new buildings shall have a functional entry onto the circulation network or other public space, such as a park or plaza, but not a parking lot. The functional entry must be connected to a sidewalk. If the public space is a square, park, or plaza, it must be at least 50 feet deep as measured from a point perpendicular from the entry.
2. Excluding buildings fronting on Sunnydale Avenue and Santos Street, all new buildings within and bordering the project shall have a minimum building height-to-street-width ratio of 1:1.5 (a minimum of 1 foot of building height for every 1.5' of width from street centerline to facade). Height shall be measured to the eaves of sloped roofs or to the roof of a flat roof.
3. Continuous sidewalks for walking shall be provided along both sides of streets, including the project side of streets bordering the project. New sidewalks, whether adjacent to streets or not, must be at least 8 feet wide on retail or mixed-use blocks and at least 4 feet wide on all other blocks.
4. No more than 20% of the street frontages within the project shall be faced directly by garage and service bay openings. Internal alleys may be omitted from the calculations.



Connected and Open Community Diagram (Figure 8.1)

LEGEND

**PROJECT BOUNDARY &
CONSTRUCTION IMPACT
ZONE**



**QUALIFYING
INTERSECTION
(MOTORIZED)**



**QUALIFYING
INTERSECTION (NON-
MOTORIZED)**



MOTORIZED ROW



**NON-MOTORIZED
ROW**

8.2.2 COMPACT DEVELOPMENT

The project shall provide approximately 1700 units on 48.8 gross acres (36.6 gross acres when streets are excluded) achieving an average density of 34.8 dwelling units per acre. This far exceeds the minimum prerequisite requirement of 12 dwelling units per acre.

8.2.3 CONNECTED AND OPEN COMMUNITY

The project shall provide an internal connectivity of at least 140 intersections per square mile connecting to public, ungated circulation elements and shall provide at least one through street at least every 800 feet.

This requirement does not apply to the McLaren Park edges and locations where existing development precludes connection. The master plan provides intersections at approximately every 260' where possible.

* The Carrizal non-motorized intersection shall not qualify towards internal connectivity calculations if developed as a private or gated way.



Solar Hot Water

8.3 GREEN INFRASTRUCTURE AND BUILDING

Development Controls (LEED ND Prerequisites)

8.3.1 CERTIFIED GREEN BUILDING

A minimum of one whole building within the project shall be certified through LEED or through a green building rating system requiring review by independent, impartial, third-party certifying bodies that have been as defined by ISO/IEC 17021.

This can be achieved using the GreenPoint Rated System or LEED per the San Francisco Green Building Code, which will apply to all buildings within the Master Plan.

8.3.2 MINIMUM BUILDING ENERGY EFFICIENCY

The project shall document a 5% improvement over baseline building energy efficiency by producing a LEED-compliant energy model following the methodology outlined in the LEED rating system including demonstration by a whole building project computer simulation using the building performance rating method in Appendix G of ANSI/ASHRAE/IESNA Standard 90.1–2010 with errata. All buildings must meet this standard per San Francisco’s Green Building Ordinance.



Labeling makes efficient energy infrastructure comprehensible.



Dual flush toilets contribute to indoor water use reduction



Water-saving fixtures help to reduce water use

Required energy analysis is done for the building performance rating method include all energy costs associated with the building project. Title 24–2013, Part 6, may be used in place of ANSI/ASHRAE/IESNA Standard 90.1–2010.

For new single-family residential buildings and new multiunit residential buildings three stories or less, 90% of the buildings must meet the requirements of LEED for Homes v4 EA Prerequisite: Minimum Energy Performance.

8.3.3 INDOOR WATER USE REDUCTION

All buildings shall reduce indoor water usage by an average of 20% from the baseline identified in the 2013 California Green Building Standards Code (CALGreen). All newly installed toilets, urinals, private lavatory faucets, and showerheads that are eligible for labeling must be WaterSense labeled.

8.3.4 CONSTRUCTION ACTIVITY POLLUTION PREVENTION

A construction activity pollution prevention plan (SWPP) for the development is required by the state of California. In order to comply with LEED requirements the SWPP shall incorporate best management practices (BMPs) to control erosion and sedimentation in runoff from the entire project site during construction. These BMPs shall be selected from EPA's BMPs for construction and post-construction site runoff control.

8.4 STORMWATER MANAGEMENT

The coordination, siting and management of storm drainage elements in the right of way and on private sites will be approved through a separate Master Infrastructure Plan as required by the City.



Construction pollution prevention



Rain Garden



Porous Paving



Biofiltration Swale



Appendix - Reference Links

HOPE SF	http://www.hope-sf.org/index.php
San Francisco Planning Code	http://library.amlegal.com/nxt/gateway.dll/California/planning/planningcode?f=templates\$fn=default.htm\$3.0\$vid=amlegal:sanfrancisco_ca\$sync=1
San Francisco Better Streets Plan	http://www.sf-planning.org/ftp/BetterStreets/proposals.htm#Final_Plan
San Francisco Green Building Code	http://library.amlegal.com/nxt/gateway.dll/California/sfbuildin/greenbuildingcode2013edition/chapter1general0?f=templates\$fn=default.htm\$3.0\$vid=amlegal:sanfrancisco_ca
San Francisco Public Utilities Commission	http://www.sfwater.org
San Francisco Stormwater Design Guidelines	http://www.sfwater.org/index.aspx?page=446
Bay Friendly Landscape Guidelines	http://rescapeca.org/resources/for-community-leaders-landscape-professionals/landscape-standards/
LEED for Neighborhood Development	http://www.usgbc.org/guide/nd
Green Point Rated	https://www.builditgreen.org/greenpoint-rated
The San Francisco Indicator Project	http://www.sfhealthequity.org/elements/land-use/20-elements/land-use/67-sci
Enterprise Green Communities	http://www.enterprisecommunity.com/solutions-and-innovation/enterprise-green-communities

Background Documents

1. Selected existing unit plans for Sunnydale buildings, by Full Circle Architecture, 2008. Available electronically.
2. Topographic survey by Martin Ron & Associates dated October 23, 2008 and updated September 2010
3. Harnessing Change to Create Sustainable Growth, the Visitacion/ Guadalupe Valley Watershed: A Regional Perspective by Asian Neighborhood Design (AND) and VVCDC, October 2007
4. "Replacement/Repair of Assessed Conditions by Facility & System with Comments" excerpted from SF Housing Authority study, dated March 29, 2007, 5 pages.
5. Creek and Watershed Map of San Francisco, 2007, by the Oakland Museum of California
6. San Francisco's Visitacion Valley, 2005 by Visitacion Valley History Project
7. Detailed Topographic and Utility Survey by Martin Ron, rev 12-8-92.
8. "Geotechnical Investigation, Sunnydale Housing Development" by Treadwell & Rollo, Inc. dated December 23, 1992
9. "Master Plan for Comprehensive Modernization, Sunnydale Housing Development" by Marquis Associates, Fleming Corporation and People Environment Connections, dated August 1991.
10. Sunnydale Housing Rehabilitation, 1991 by Fleming Corporation. Package includes Housing Distribution Survey, Fire Alarm System Diagram, Existing Site Problems-Service Lines, Existing Water Distribution, Existing Off-Site Drainage, Proposed Drainage Solution, Telephone Distribution, Existing Street Lighting Photometrics, Proposed Street Lighting Photometrics, Electrical Distribution, Existing Cable Distribution
11. Administration Building, Sunnydale Housing Project by the SF Housing Authority, April 1, 1941. Sheets A-1-A through A-6-A, 7 sheets.
12. Sunnydale Housing Project, by Albert F. Roller- Roland I. Stringham, Nov. 22, 1939 Sheets A-14, A-17 Plans, Elevations and Sections for Building Types 'C, D, E & F'. HA is looking for Building Types A and B.
13. Thomas Church Landscape Design Integrity Analysis by Carey & Co. Inc ,October 12, 2010
14. Historic Resource Evaluation Report, March 31, 2009 by Circa
15. Geotechnical Report Sunnydale-Velasco Development July 24, 2009 and April 2016 by Engeo Incorporated
16. Sunnydale Tree Inventory and Assessment Plan, 2010, Bartlett Tree Experts

Sunnydale HOPE SF

Case No. 2010.0305 E GPA PCT PCM DEV GEN SHD

Attachment No. 8

Development Agreement



SAN FRANCISCO PLANNING DEPARTMENT

DRAFT Planning Commission Resolution No. Sunnydale Development Agreement

HEARING DATE: NOVEMBER 17, 2016

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Date: November 11, 2016
Case No.: 2010.0305 E GPA PCT PCM DEV GEN SHD
Project Address: **Sunnydale HOPE SF Master Plan Project**
Zoning: RM-1 (Residential – Mixed, Moderate Density)
40-X Height and Bulk Districts
Block/Lot: Assessor's Block/Lots: 6356/ 061, 062, 063 ,064, 065, 066, 067 and 068; 6310/
001; 6311/001; 6312/ 001; 6313/001; 6314/ 001; 6315/001
Project Sponsor: Mercy Housing and Related California
1360 Mission Street, #300
San Francisco, CA 94103
Staff Contact: Mat Snyder – (415) 575-6891
mathew.snyder@sfgov.org

Recommendation: Approve Development Agreement

APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO, THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO, AND SUNNYDALE DEVELOPMENT COMPANY, LLC, FOR CERTAIN REAL PROPERTY LOCATED AT THE SUNNYDALE AND HOUSING AUTHORITY SITES AND AT 1491 SUNNYDALE, COMPRISED OF ASSESSOR'S BLOCKS AND LOTS BLOCK 6356, LOTS 061, 062, 063, 064, 065, 066, 067 AND 068; BLOCK 6310, LOT 001; BLOCK 6311, LOT 001; BLOCK 6312, LOT 001; BLOCK 6313, LOT 001; BLOCK 6314, LOT 001; AND BLOCK 6315, LOT 001 ALTOGETHER CONSISTING OF APPROXIMATELY 50 ACRES FOR A TERM OF TWENTY-FIVE (25) YEARS AND MAKING VARIOUS FINDINGS, INCLUDING CEQA FINDINGS AND FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND PLANNING CODE SECTION 101.1.

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

In 2008, Mercy Housing, now Sunnydale Development Co., LLC, ("Project Sponsor") was selected by the Mayor's Office of Housing and Community Development (hereinafter "MOHCD") (then, the Mayor's Office of Housing) and the Housing Authority of the City and County of San Francisco to work with the local Sunnydale and Velasco and surrounding Visitacion Valley communities to create a Master Plan for the site that would not only include reconstructed Housing Authority units, but

additional affordable units along with market rate units, neighborhood serving retail, community service, new parks and open space, and new streets and infrastructure ("The Sunnydale HOPE SF Master Plan Project" or "Project"). As a part of the HOPE SF selection process, the Project Sponsor was also selected to act as the Master Developer for the Project.

HOPE SF is the nation's first large-scale public housing transformation collaborative aimed at disrupting intergenerational poverty, reducing social isolation, and creating vibrant mixed-income communities without mass displacement of current residents. Launched in 2007, HOPE SF is a twenty-year human and real estate capital commitment by the City. HOPE SF, the City's signature anti-poverty and equity initiative, is committed to breaking intergenerational patterns related to the insidious impacts of trauma and poverty, and to creating economic and social opportunities for current public housing residents through deep investment in education, economic mobility, health and safety.

The Sunnydale HOPE SF Master Plan project ("Project") includes demolishing all existing units, vacating portions of the right of way and building new streets that would better relate to the existing street grid. The Project would transform the six existing super blocks into about 34 new fine-grained blocks. The site is designed with a central "Hub" that would feature a series of parks, open spaces, a community center, space for retail, and other community-serving uses.

At completion, the Project would include up to 1,770 units, including Housing Authority replacement units (775 units), a mix of additional affordable units (a minimum of approximately 200 low-income units), and market rate units (up to 694 units). New buildings within Sunnydale would provide a consistent street wall with "eyes-on-the-street" active ground floor treatment. A variety of building types would be constructed throughout including individual townhomes, small apartment buildings and larger corridor apartment buildings. Approximately 1,437 parking spaces would be provided for the units largely below grade. Approximately 60,000 gross square feet of community serving uses, including retail, would also be constructed.

As the selected Master Developer, the Project Sponsor applied to the Planning Department to enter into a Development Agreement with the City under Administrative Code Chapter 56. The Planning Director accepted the application after it was deemed complete; published notice of acceptance in an official paper, and has made the application publicly available under Administrative Code Section 56.4(c).

The Office of Economic and Workforce Development ("OEWD"), in consultation with the Planning Director, has substantially negotiated a development agreement for the Project Site, a copy of which is attached as Exhibit A (the "Development Agreement").

As a City-sponsored project, this Development Agreement would not only provide certainty for the Master Developer and assure community benefits beyond what would otherwise be required, but would provide an overall framework for coordination among City and non-City agencies, the Project Sponsor and other parties who will carry out the implementation of the Sunnydale HOPE SF Master Plan Project ("Project") over its 25-year term.

This Resolution approving Development Agreement is a companion to other legislative and other approvals relating to the Sunnydale HOPE SF Project, including General Plan Amendments, Planning Code Text Amendments, Planning Code Map Amendments, the approval of the Sunnydale Design Standards and Guidelines document, and Shadow Impact Findings pursuant to Planning Code section 295.

On July 9, 2015, the Planning Commission reviewed and considered the Final EIR/EIS for the Sunnydale HOPE SF Project and found the Final EIR/EIS was adequate, accurate and objective, reflected the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR/EIS, and approved the Final EIR/EIS for the Project in compliance with CEQA, the CEQA Guidelines and Chapter 31.

On July 9, 2015, by Motion No. 19409, the Commission certified the Final Environmental Impact Report ("FEIR") as accurate, complete and in compliance with the California Environmental Quality Act ("CEQA"); and

On November 17, 2016, by Motion No. [], the Commission adopted findings in connection with its consideration of, among other things, the adoption of amendments to the General Plan and related zoning text and map amendments, under CEQA, the State CEQA Guidelines and Chapter 31 of the San Francisco Administrative Code and made certain findings in connection therewith, which findings are hereby incorporated herein by this reference as if fully set forth; and

On November 17, 2016, by Motion No. [], The Commission adopted findings establishing the Project, on balance, consistent with the General Plan and Planning Code Section 101.1; and

NOW THEREFORE BE IT RESOLVED, that the Commission approves the Development Agreement, in substantially the form attached hereto as Exhibit A;

AND BE IT FURTHER RESOLVED, that the Commission finds that the application, public notice, Planning Commission hearing, and Planning Director reporting requirements regarding the Development Agreement negotiations contained in Administrative Code Chapter 56 required of the Planning Commission and the Planning Director have been substantially satisfied in light of regular meetings held for the last eight years, the multiple public informational hearings provided by the Planning Department staff at the Planning Commission, and the information contained in the Director's Report regarding Sunnydale HOPE SF Development Agreement negotiations;

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

I hereby certify that the foregoing Resolution was ADOPTED by the San Francisco Planning Commission on November 17, 2016.

Jonas Ionin
Commission Secretary

AYES:

DRAFT Resolution No.
Hearing Date: November 17, 2016

Case No 20103050. E GPA PCT PCM DEV GEN SHD
Sunnydale HOPE SF Master Plan Project
Approval of Development Agreement

NOES:

ABSENT:

LEGISLATIVE DIGEST

[Development Agreement - Sunnydale Development Co., LLC - Sunnydale HOPE SF Project]

Ordinance approving a Development Agreement between the City and County of San Francisco, the Housing Authority of the City and County of San Francisco, and Sunnydale Development Co., LLC, for the Sunnydale HOPE SF Project at the approximately 50-acre site located in Visitacion Valley and generally bounded by McLaren Park to the north, Crocker Amazon Park to the west, Hahn Street to the east, and Velasco to the south; confirming the Development Agreement's compliance with, or waiving certain provisions of, Administrative Code, Chapters 14B, 29, and 56; approving the use of impact fees and exactions for improvements and other community benefits, as set forth in the Development Agreement, and waiving any conflicting fee provisions in Planning Code, Article 4; ratifying past actions taken in connection with the Development Agreement; authorizing further actions taken consistent with the Ordinance; making findings under the California Environmental Quality Act; and making findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1.

Existing Law

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

Amendments to Current Law

This ordinance approves a development agreement between the and Sunnydale Development Co., LLC ("Developer") in accordance with the Development Agreement Statute and Chapter 56. The development agreement would provide to Developer the right to develop the project site as described in the development agreement (the "Project"). There are no proposed amendments to Chapter 56.

Background Information

Under the development agreement, Developer will attain the vested right to develop the proposed project on the approximately 50-acre site. The term of the development agreement is 25 years. The Project is a mixed use, mixed income development with several different components: (i) construction of the public infrastructure to support the Project; (ii) development of private affordable housing on affordable parcels in accordance with an affordable housing plan; (iii) development of private residential projects on market rate parcels; and (iv) development of community improvements (e.g., open space areas,

community facilities) throughout the Project. The Sunnydale HOPE master plan consists of a maximum of 1,770 units, of which 775 are replacement units for existing Sunnydale-Velasco households and 200 are additional affordable housing units. There are also up to 730 units that will be for market rate homeownership. The master plan includes all new streets and utility infrastructure, 3.6 acres of new open spaces, and approximately 60,000 square feet of new neighborhood serving spaces.

Currently, the San Francisco Housing Authority owns and operates 775 units of public housing on the approximately 50-acre site of the Project, which is located in Visitacion Valley

The Project is part of the City's HOPE SF program. HOPE SF is the nation's first large-scale public housing transformation collaborative aimed at disrupting intergenerational poverty, reducing social isolation, and creating vibrant mixed-income communities without mass displacement of current residents. Launched in 2007, HOPE SF is a human and real estate capital commitment by the City. HOPE SF, the City's signature anti-poverty and equity initiative, is committed to breaking intergenerational patterns related to the insidious impacts of trauma and poverty, and to creating economic and social opportunities for current public housing residents through deep investments in education, economic mobility, health and safety.

By separate legislation, the Board is considering a number of actions in furtherance of the project, including the approval of amendments to the City's General Plan, Planning Code and Zoning Map.

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[Development Agreement - Sunnydale Development Co., LLC - Sunnydale HOPE SF Project]

Ordinance approving a Development Agreement between the City and County of San Francisco, the Housing Authority of the City and County of San Francisco, and Sunnydale Development Co., LLC, for the Sunnydale HOPE SF Project at the approximately 50-acre site located in Visitacion Valley and generally bounded by McLaren Park to the north, Crocker Amazon Park to the west, Hahn Street to the east, and Velasco to the south; confirming the Development Agreement's compliance with, or waiving certain provisions of, Administrative Code, Chapters 14B, 29, and 56; approving the use of impact fees and exactions for improvements and other community benefits, as set forth in the Development Agreement, and waiving any conflicting fee provisions in Planning Code, Article 4; ratifying past actions taken in connection with the Development Agreement; authorizing further actions taken consistent with the Ordinance; making findings under the California Environmental Quality Act; and making findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1.

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

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

Section 1. Project Findings.

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

4 (b) Chapter 56 of the Administrative Code ("Chapter 56") sets forth certain
5 procedures for the processing and approval of development agreements in the City and
6 County of San Francisco (the "City").

7 (c) HOPE SF is the nation's first large-scale public housing transformation
8 collaborative aimed at disrupting intergenerational poverty, reducing social isolation, and
9 creating vibrant mixed-income communities without mass displacement of current residents.
10 Launched in 2007, HOPE SF is a human and real estate capital commitment by the City.
11 HOPE SF, the City's signature anti-poverty and equity initiative, is committed to breaking
12 intergenerational patterns related to the insidious impacts of trauma and poverty, and to
13 creating economic and social opportunities for current public housing residents through deep
14 investments in education, economic mobility, health and safety.

15 (d) The Sunnydale HOPE SF project (the "Project"), which is located in Visitacion
16 Valley, is generally bounded by McLaren Park to the north, Crocker Amazon Park on the
17 west, Hahn Street to the east, and Velasco Avenue to the south.

18 (e) The Housing Authority of the City and County of San Francisco owns and
19 operates 775 units of public housing on the approximately 50-acre site, known as Sunnydale-
20 Valasco.

21 (f) The Project is a mixed-use, mixed-income development with several different
22 components: (i) construction of the public infrastructure to support the Project; (ii)
23 development of private affordable housing on affordable parcels in accordance with an
24 affordable housing plan; (iii) development of private residential projects on market rate
25 parcels; and (iv) development of community improvements (e.g., open space areas,

1 community facilities) throughout the Project. The Sunnydale HOPE SF master plan consists of
2 a maximum of 1,770 units, of which 775 are replacement units for existing Sunnydale-Velasco
3 households and approximately 200 are additional affordable housing units. There are also up
4 to 730 units that will be for market rate homeownership or rental. The master plan includes all
5 new streets and utility infrastructure, 3.6 acres of new open spaces, and approximately 60,000
6 square feet of new neighborhood serving spaces.

7 (g) Sunnydale Development Co., LLC (the "Developer") filed an application with the
8 City's Planning Department for approval of a development agreement relating to the Project
9 Site (the "Development Agreement") under Chapter 56. A copy of the Development
10 Agreement is on file with the Clerk of the Board of Supervisors in File No. _____ and
11 is incorporated herein by reference.

12 (h) This ordinance is companion legislation to other ordinances relating to the
13 Sunnydale HOPE SF project, including Planning Code amendments and Zoning Map
14 amendments. These ordinances are on file with the Clerk of the Board of Supervisors in File
15 No. ____.

16 (i) The Project will help realize and further the City's HOPE SF goals. In addition to
17 helping the City realize and further such goals, the City has determined that development of
18 the Project under the Development Agreement will provide additional benefits to the public
19 that could not be obtained through application of existing City ordinances, regulations and
20 policies. The Development Agreement will eliminate uncertainty in the City's land use planning
21 for the Project and secure orderly development of the Project.

22 Section 2. Environmental and Land Use Findings.

23 The Board of Supervisors adopted a companion ordinance related to General Plan
24 amendments for the Project. This companion ordinance described the Project and included
25 findings under the California Environmental Quality Act (Public Resources Code Sections

1 21000 et seq.), and findings of consistency with the General Plan, and the eight priority
2 policies of Planning Code Section 101.1. The Board of Supervisors adopts all of these
3 findings for purposes of this ordinance. The companion ordinance on the General Plan
4 amendments and the accompanying findings are on file with the Clerk of the Board of
5 Supervisors in File No. _____ and are incorporated herein by reference.

6 Section 3. Approval of Development Agreement.

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

10 (b) The Board of Supervisors approves and authorizes the execution, delivery and
11 performance by the City of the Development Agreement as follows: (i) the Director of
12 Planning and (other City officials listed thereon) are authorized to execute and deliver the
13 Development Agreement and consents thereto, and (ii) the Director of Planning and other
14 appropriate City officials are authorized to take all actions reasonably necessary or prudent to
15 perform the City's obligations under the Development Agreement in accordance with its terms.
16 The Director of Planning, at his or her discretion and in consultation with the City Attorney, is
17 authorized to enter into any additions, amendments or other modifications to the Development
18 Agreement that the Director of Planning determines are in the best interests of the City and
19 that do not materially increase the obligations or liabilities of the City or materially decrease
20 the benefits to the City as provided in the Development Agreement. Final versions of such
21 documents shall be provided to the Clerk of the Board for inclusion in the official file within 30
22 days of execution by all parties.

23 Section 4. Potential Conflict of Development Agreement with Administrative Code;
24 Waiver of Administrative Code Provisions.

1 (a) In the event of any conflict between any provision of the Development Agreement
2 and Administrative Code Chapters 14B, 29 or 56, the Development Agreement shall prevail,

3 (b) Without limiting the scope of subsection (a) above which applies to the
4 Administrative Code Chapters mentioned therein in their entirety, the provisions of
5 Administrative Code Chapters 14B, 29 and 56 designated below, are as to the Development
6 Agreement, hereby waived or deemed satisfied. The omission below of a reference to a
7 particular provision in the Development Agreement or a particular provision in one of the
8 aforementioned Administrative Code Chapters shall not be construed to negate the
9 applicability of subsection (a) to such provisions.

10 (1) The Project comprises nearly 50 acres and is the type of large multi-phase and/or
11 mixed-use development contemplated by the City Administrative Code and therefore is
12 deemed to satisfy the provisions of Chapter 56, Section 56.3(g).

13 (2) The provisions of Development Agreement Section 6.6 and the Workforce MOU
14 attached to the Development Agreement as Exhibit I shall apply in lieu of the provisions of
15 Administrative Code Chapter 14B, Section 14B.20 and Chapter 56, Section 56.7(c).

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

19 (4) The City established the HOPE SF Fund through Ordinance No. 180-07, and
20 affirmed its commitment to HOPE SF through Resolution No. 556-07. Together, those actions
21 shall apply in lieu of the provisions of Administrative Code Section Chapter 29.

22 Section 5. Planning Code Fee Waiver.

23 The Board of Supervisors approves the use of the Impact Fees and Exactions for
24 improvements and community benefits, as set forth in Exhibit H to the Development
25

1 Agreement, and waives or overrides any provision in Article 4 of the Planning Code that would
2 conflict with uses of these funds as described in the Development Agreement.

3 Section 6. Administrative Code Chapter 56 Waiver.

4 In connection with the Development Agreement, the Board of Supervisors finds that the
5 requirements of Chapter 56, as modified hereby, have been substantially complied with and
6 waives any procedural or other requirements of Chapter 56 if and to the extent that they have
7 not been strictly complied with.

8 Section 7. Ratification of Past Actions; Authorization of Future Actions.

9 All actions taken by City officials in preparing and submitting the Development
10 Agreement to the Board of Supervisors for review and consideration are hereby ratified and
11 confirmed, and the Board of Supervisors hereby authorizes all subsequent action to be taken
12 by City officials regarding the Development Agreement consistent with this ordinance.

13 Section 8. Effective and Operative Date.

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

18 (b) This Ordinance shall become operative only on the later of (a) the effective date of
19 this ordinance, or (b) the last occurring effective date among the companion ordinances
20 identified in Section 1(h) of this ordinance. Copies of said Ordinances are on file with the
21 Clerk of the Board of Supervisors in File No. _____. No rights or duties are created
22
23
24
25

1 under the Development Agreement until the operative date of this ordinance.

2
3 APPROVED AS TO FORM:
4 DENNIS J. HERRERA, City Attorney

5
6 By:



7 Heidi J. Gewertz
8 Deputy City Attorney

9 n:\financ\as2016\0900412\01144747.docx

RECORDING REQUESTED BY
CLERK OF THE BOARD OF SUPERVISORS
OF THE CITY AND COUNTY OF SAN FRANCISCO

(Exempt from Recording Fees
Pursuant to Government Code
Section 27383)

AND WHEN RECORDED MAIL TO:

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

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO,

THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO

AND SUNNYDALE DEVELOPMENT CO., LLC

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EXHIBITS

- A. Project Site Legal Description
- B. Site Plan
- C. Project Description
- D. Affordable Housing Plan
- E. List of Public Infrastructure Improvements and Community Improvements
- F. Area of Private Maintenance and Operations Obligation Map
- G. Regulations Regarding Access and Maintenance Privately-Owned Community Improvements
- H. Impact Fees and Exactions
- I. Workforce Agreement MOU
- J. Phasing Plan
- K. Project Development and Phase Applications
- L. Mitigation Measures and MMRP
- M. Transportation Demand Management Plan
- N. Public Open Space Improvements and Park Dedication Process
- O. Public Financing
- P. Master Infrastructure Plan
- Q. Reserved
- R. San Francisco Administrative Code, Chapter 56
- S. Form of Assignment and Assumption Agreement
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- W. Maintenance and Operations of Public Infrastructure Improvements

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO

AND SUNNYDALE DEVELOPMENT CO., LLC

THIS DEVELOPMENT AGREEMENT dated for reference purposes only as of this ____ day of _____, 2016, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a political subdivision and municipal corporation of the State of California (the “**City**”), acting by and through its Planning Department, the HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic, (“**SFHA**”) and SUNNYDALE DEVELOPMENT CO., a California limited liability company (“**Developer**”), pursuant to the authority of Section 65864 *et seq.* of the California Government Code and Chapter 56 of the Administrative Code. The City, SFHA and Developer are also sometimes referred to individually as a “**Party**” and together as the “**Parties**”. Capitalized terms not defined when introduced shall have the meanings given in Article 2.

RECITALS

This Agreement is made with reference to the following facts:

A. SFHA owns and operates 775 units of public housing on the approximately 50-acre site located in Visitacion Valley, all located on the real property more particularly described on Exhibit A (the “**Project Site**”).

B. SFHA, City and Developer are parties to that certain Master Development Agreement (“**MDA**”), pursuant to which Developer will lead redevelopment of the Project Site

with a mixed use, mixed income development, all as more particularly described in the Site Plan attached hereto as Exhibit B and the detailed Project Description attached hereto as Exhibit C (the “**Project**”). Pursuant to the terms of the MDA, provided that that all applicable conditions precedent have been satisfied, SFHA will grant the Developer the right to perform site preparation work and will enter into a short-term ground lease for the construction of the Public Infrastructure Improvements. Under the MDA, SFHA will enter into long term ground leases with Developer prior to construction of vertical improvements (i.e., buildings) on the Affordable Parcels, subject to the satisfaction of certain conditions precedent set forth in the MDA.

C. The Project is part of HOPE SF, the nation’s first large-scale public housing transformation collaborative aimed at disrupting intergenerational poverty, reducing social isolation, and creating vibrant mixed-income communities without mass displacement of current residents. Launched in 2007, HOPE SF is a twenty-year human and real estate capital commitment by the City. HOPE SF, the City’s signature anti-poverty and equity initiative, is committed to breaking intergenerational patterns related to the insidious impacts of trauma and poverty, and to creating economic and social opportunities for current public housing residents through deep investments in education, economic mobility, health and safety. The Project will help realize and further the City’s HOPE SF goals.

D. As depicted in the Site Plan attached as Exhibit B, and described in greater detail in Exhibit C, the mixed-use Project consists of several different components: (i) construction of the “**Public Infrastructure Improvements**” to support the Project, in accordance with the Master Infrastructure Plan attached to this Agreement as Exhibit P; (ii) development of private, mixed-use affordable housing on the Affordable Parcels in accordance with the MDA and the Affordable Housing Plan attached to this Agreement as Exhibit D; (iii) development of private

residential projects on the Market Rate Parcels; and (iv) development of Community Improvements (e.g., open space areas, community facilities) throughout the Project Site.

E. The Project will be developed in phases (each, a “**Phase**”), in general conformity with the Phasing Plan attached to this Agreement as Exhibit J. Prior to commencing any construction work on the Project Site, Developer will prepare a “**Phase Application**” substantially in the form of Exhibit K, for City’s review and approval. The Phase Application will set forth the detailed scope and work plan for each development phase.

F. In order to meet its obligations under this Agreement, and as described in greater detail in Exhibit C and Article 13, below, Developer intends to assign its rights and obligations under this Agreement, subject to approval by the City and SFHA as applicable, and consistent with all transfer requirements under this Agreement, the MDA and any applicable ground leases, to related entities who will implement construction of discrete portions of the Project, including construction of the Public Infrastructure Improvements, development of the Affordable Parcels, construction of the Community Improvements, and preparation of the Market Rate Parcels for development (i.e., rough grading and supporting infrastructure) and management of a selection process in conjunction with SFHA and MOHCD to choose developers to develop projects on the Market Rate Parcels.

G. In order to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Section 65864 *et seq.* (the “**Development Agreement Statute**”), which authorizes the City to enter into a development agreement with any person having a legal or equitable interest in real property regarding the development of such property. Pursuant to Government Code Section 65865, the City adopted Chapter 56 of the

Administrative Code (“**Chapter 56**”) establishing procedures and requirements for entering into a development agreement pursuant to the Development Agreement Statute. The Parties are entering into this Agreement in accordance with the Development Agreement Statute and Chapter 56.

H. In addition to the significant housing, jobs, urban revitalization, and economic benefits to the City from the Project, the City has determined that as a result of the development of the Project in accordance with this Agreement additional clear benefits to the public will accrue that could not be obtained through application of existing City ordinances, regulations, and policies.

I. As the Sunnydale site is currently a publicly owned residential development for people with extremely low-incomes and is in significant disrepair, the City intends to fund the redevelopment of the Project Site as it is in the best interests of the City and promotes the public, health, safety and welfare of the Project Site. Specifically, the City will provide gap funding for the public right of way and Affordable Parcels through loans and grants to the Developer or through in-kind work by other City Agencies. Terms and conditions of the funding or in-kind work will be applied to the Project pursuant to separate funding agreements. The remaining funding for the Project will be obtained by the Developer, with support from the City.

J. It is the intent of the Parties that all acts referred to in this Agreement shall be accomplished in a way as to fully comply with the California Environmental Quality Act (California Public Resources Code Section 21000 *et seq.*; “**CEQA**”), the CEQA Guidelines (Title 14, California Code of Regulations, Section 15000 *et seq.*; “**CEQA Guidelines**”), the Development Agreement Statute, Chapter 56, the Planning Code, the Enacting Ordinance and all other applicable Laws in effect as of the Effective Date. This Agreement does not limit the

City's obligation to comply with applicable environmental Laws, including CEQA, before taking any discretionary action regarding the Project, or the Developer's obligation to comply with all applicable Laws in connection with the development of the Project.

K. The joint Final Environmental Impact Report/Environmental Impact Statement ("FEIR/EIS") prepared for the Project and certified by the Planning Commission on _____, together with the CEQA findings (the "**CEQA Findings**") and the Mitigation Measures adopted concurrently therewith and set forth in the MMRP, comply with CEQA, the CEQA Guidelines, and Chapter 31 of the Administrative Code, as well as the National Environmental Policy Act. The FEIR/EIS thoroughly analyzes the Project and Project alternatives, and the Mitigation Measures were designed to mitigate significant impacts to the extent they are susceptible to feasible mitigation. **[On _____, the Board of Supervisors, in Motion No. M15-166, affirmed the decisions of the Planning Commission to certify the FEIR/EIS.]** The information in the FEIR/EIS and the CEQA Findings were considered by the City in connection with approval of this Agreement.

L. On _____, 2016, the Planning Commission held a public hearing on this Agreement and the Project, duly noticed and conducted under the Development Agreement Statute and Chapter 56. Following the public hearing, the Planning Commission adopted the CEQA findings and determined among other things that the FEIR/EIS thoroughly analyzes the Project, and the Mitigation Measures are designed to mitigate significant impacts to the extent they are susceptible to a feasible mitigation, and further determined that the Project and this Agreement will, as a whole, and taken in their entirety, continue to be consistent with the objectives, policies, general land uses and programs specified in the General Plan, as amended, and the Planning Principles set forth in Section 101.1 of the Planning Code (together

the “**General Plan Consistency Findings**”). The information in the FEIR/EIS and the CEQA Findings has been considered by the City in connection with this Agreement.

M. On _____, 2016, the Board of Supervisors, having received the Planning Commission’s recommendations, held a public hearing on this Agreement pursuant to the Development Agreement Statute and Chapter 56. Following the public hearing, the Board made the CEQA Findings required by CEQA, approved this Agreement, incorporating by reference the General Plan Consistency Finding.

N. On _____, 2016, the Board adopted Ordinance Nos. _____ and _____, amending the Planning Code and Zoning Map to create the Sunnydale HOPE SF Special Use District (“**Sunnydale SUD**”), and adopted Ordinance No. _____, approving this Agreement (File No. _____) and authorizing the Planning Director to execute this Agreement on behalf of the City (the “**Enacting Ordinance**”). The Enacting Ordinance took effect on _____, 2016.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. INCORPORATION OF PREAMBLE, RECITALS AND EXHIBITS

The preamble paragraph, Recitals, and Exhibits, and all defined terms contained therein, are hereby incorporated into this Agreement as if set forth in full.

2. DEFINITIONS

In addition to the definitions set forth in the above preamble paragraph, Recitals and elsewhere in this Agreement, the following definitions shall apply to this Agreement:

2.1 “**Administrative Code**” means the San Francisco Administrative Code.

2.2 **“Affiliate” or “Affiliates”** means an entity or person that directly or indirectly controls, is controlled by or is under common control with, a Party (or a managing partner or managing member of a Party, as the case may be). For purposes of the foregoing, **“control”** means the ownership of more than fifty percent (50%) of the equity interest in such entity, the right to dictate major decisions of the entity, or the right to appoint fifty percent (50%) or more of the managers or directors of such entity. Without limiting the foregoing, the term **“Affiliate”** or **“Affiliates”** shall also include single purpose limited partnerships in which a tax credit investor shall own a 99.99% interest in the limited partnership, formed for the purpose of developing housing and related improvements on the Affordable Parcels.

2.3 **“Affordable Housing”** means any unit with deed restrictions (or similar use restrictions) for occupancy by households with annual household incomes not exceeding sixty percent (60%) of AMI. Affordable Housing includes Resident Replacement Units and Community Replacement Units.

2.4 **“Affordable Housing Plan”** means the Affordable Housing Plan attached hereto as Exhibit D.

2.5 **“Affordable Parcels”** means the development parcels that contain 100% Affordable Housing units. The Affordable Parcels will be developed in accordance with the MDA and the Affordable Housing Plan attached hereto as Exhibit D. SFHA will retain ownership of the fee interest in the Affordable Parcels. Prior to construction of the vertical development (i.e., buildings), SFHA will grant a leasehold interest to Developer or its Transferee pursuant to a long term ground lease, subject to the satisfaction of certain conditions precedent set forth in the MDA.

2.6 **“Agreement”** means this Development Agreement, the Exhibits which have been expressly incorporated herein and any amendments thereto.

2.7 “**AMI**” means Area Median Income as defined by the California Tax Credit Allocation Committee as regulated and monitored by the City through the Loan Agreement.

2.8 “**Applicable Laws**” has the meaning set forth in Section 7.2 (where not capitalized, “applicable Law” has its plain meaning and refers to Laws as otherwise defined herein).

2.9 “**Approvals**” means the following land use approvals, entitlements, and permits relating to the Project that were approved by the Board concurrently with this Agreement: the General Plan amendment (Board of Supervisors Ord. No. ____), the Special Use District, which shall include both the Planning Code text amendment (Board of Supervisors Ord. No. ____) and the Zoning Map amendments (Board of Supervisors Ord. No. ____), and the Sunnydale Project Documents, all of which are incorporated by reference into this Agreement.

2.10 “**Assignment and Assumption Agreement**” has the meaning set forth in Section 12.2.

2.11 “**BMR Unit**” shall mean a unit that is priced to be affordable to households that are middle income, which shall be defined as an annual income of between eighty and one-hundred fifty percent (60%-150%) of AMI, as determined by MOHCD.

2.12 “**Board of Supervisors**” or “**Board**” means the Board of Supervisors of the City and County of San Francisco.

2.13 “**Building**” or “**Buildings**” means each of the existing, modified and new buildings on the Project Site, as described in the Project Description attached as Exhibit B.

2.14 “**CEQA**” has the meaning set forth in Recital J.

2.15 “**CEQA Findings**” has the meaning set forth in Recital K.

2.16 “**CEQA Guidelines**” has the meaning set forth in Recital J.

2.17 “**Chapter 56**” has the meaning set forth in Recital G.

2.18 **“City”** means the City as defined in the opening paragraph of this Agreement. Unless the context or text specifically provides otherwise, references to the City means the City acting by and through the Planning Director or, as necessary, the Planning Commission or the Board of Supervisors.

2.19 **“City Agency”** or **“City Agencies”** means the City departments, agencies, boards, commissions, and bureaus that execute or consent to this Agreement, or are controlled by persons or commissions that have executed or consented to this Agreement, that have subdivision or other permit, entitlement or approval authority or jurisdiction over development of the Project, or any improvement located on or off the Project Site, including, without limitation, the City Administrator, Planning Department, MOHCD, OEWD, SFMTA, DPW, DBI, together with any successor City agency, department, board, or commission. Nothing in this Agreement shall affect the exclusive jurisdiction under the City’s Charter of a City department that has not approved or consented to this Agreement in connection with the issuance of an Implementing Approval.

2.20 **“City Attorney’s Office”** means the Office of the City Attorney of the City and County of San Francisco.

2.21 **“City Costs”** means the actual and reasonable costs incurred by a City Agency in preparing, adopting or amending this Agreement, in performing its obligations or defending its actions under this Agreement or otherwise contemplated by this Agreement, as determined on a time and materials basis, including reasonable attorneys’ fees and costs but excluding work, hearings, costs or other activities contemplated or covered by Processing Fees; provided, however, City Costs shall not include any costs incurred by a City Agency in connection with a City Default or which are payable by the City under Section 9.6 when Developer is the prevailing party.

2.22 “**City Report**” has the meaning set forth in Section 9.2.2.

2.23 “**City-Wide**” means all real property within the territorial limits of the City and County of San Francisco, not including any property owned or controlled by the United States or by the State of California and therefore not subject to City regulation.

2.24 “**CMA**” has the meaning set forth in Section 13.1.3.

2.25 “**Community Benefits**” has the meaning set forth in Article 5.

2.26 “**Community Improvements**” shall mean any capital improvement or facility, on-going service provision or monetary payment, or any service required by the Approvals and this Agreement for the public benefit that is not: (1) a Mitigation Measure for the Project required by CEQA; (2) a public or private improvement or monetary payment required by Existing Standards or Uniform Codes (including, for example, utility connections required by Uniform Codes, the payment of Impact Fees and Exactions, and Planning Code-required open space); (3) Stormwater Management Improvements; (4) the privately-owned residential and commercial buildings constructed on the Project Site; or (5) Public Infrastructure Improvements. Furthermore, Community Improvements shall not include any units constructed on the Market-Rate Parcels. All Community Improvements required by the Approvals and this Agreement are described in the Phasing Plan. All Community Improvements are required as a condition of regulatory approval of the Project. Certain Community Improvements will be Privately-Owned Community Improvements. Exhibit G sets forth the provisions pertaining to the use, maintenance, and security of the Privately-Owned Community Improvements. All Privately-Owned Community Improvements are required as a condition of regulatory approval of the Project by the City.

2.27 “**Community Replacement Unit**” means a newly constructed rental unit within the Project Site intended to replace an existing unit within an Affordable Housing

Development but that is not necessary for the occupancy of an existing Sunnydale household. Community Replacement Units shall be created to the extent that SFHA provides project-based Operating Subsidy in amounts that allow for their financially feasible construction and operation, as financial feasibility is determined by the Parties. Occupancy of Community Replacement Units shall be income-restricted in accordance with the regulations governing the relevant Operating Subsidy.

2.28 “**Complete**” and any variation thereof shall mean, as applicable, that (i) a specified scope of work has been substantially completed in accordance with approved plans and specifications, (ii) the City Agencies or Non-City Responsible Agencies with jurisdiction over any required permits have issued all final approvals required for the contemplated use, and (iii) with regard to any Public Infrastructure Improvement, (A) the site has been cleaned and all equipment, tools and other construction materials and debris have been removed, (B) releases have been obtained from all contractors, subcontractors, mechanics and material suppliers or adequate bonds reasonably acceptable to the City posted against the same, (C) copies of all as-built plans and warranties, guaranties, operating manuals, operations and maintenance data, certificates of completed operations or other insurance within Developer’s possession or control, and all other close-out items required under any applicable authorization or approval, as may be needed, have been provided, and (D) the City Agencies, including DPW, DBI and SFPUC, as appropriate, or Non-City Responsible Agencies have certified the work as complete, if applicable by issuing a Certificate of Occupancy or Temporary Certificate of Occupancy for any structures or buildings under the City’s Building Code and a Certificate of Completion for any Public Infrastructure Improvements, operational according to the approved specifications and requirements, and ready for its intended use, and, if applicable, City has agreed to initiate acceptance of Public Infrastructure Improvements.

2.29 “**Construction Contract**” has the meaning set forth in Section 6.5.

2.30 “**Contractor**” has the meaning set forth in Section 6.5.

2.31 “**Costa-Hawkins Act**” has the meaning set forth in Section 4.10.1.

2.32 “**DBI**” means the San Francisco Department of Building Inspection.

2.33 “**Default**” has the meaning set forth in Section 10.3.

2.34 “**Design Standards and Guidelines**” means those certain Design Standards and Guidelines, adopted by the City Planning Commission by Resolution No. _____ on _____, as same may be amended from time to time.

2.35 “**Developer**” has the meaning set forth in the opening paragraph of this Agreement, and shall also include any and all successor Transferees of all or any part of the Project Site during the Term.

2.36 “**Development Agreement Statute**” has the meaning set forth in Recital G, as in effect as of the Effective Date.

2.37 “**Development Phase Approval**” has the meaning set forth on Exhibit K.

2.38 “**DPW**” means the San Francisco Department of Public Works.

2.39 “**Effective Date**” has the meaning set forth in Section 3.1.

2.40 “**Enacting Ordinance**” has the meaning set forth in Recital N.

2.41 “**Excusable Delay**” has the meaning set forth in Section 12.5.2.

2.42 “**Existing Standards**” has the meaning set forth in Section 7.2.

2.43 “**Existing Uses,**” means all existing lawful uses of the existing Buildings and improvements (and including, without limitation, pre-existing, non-conforming uses under the Planning Code) on the Project Site as of the Effective Date, as the same may be modified by the Approvals and any Implementing Approvals.

2.44 “**Federal or State Law Exception**” has the meaning set forth in Section 7.5.1.

2.45 “**FEIR/EIS**” has the meaning set forth in Recital K.

2.46 “**Future Changes to Existing Standards**” has the meaning set forth in Section 7.3.

2.47 “**Foreclosed Property**” has the meaning set forth in Section 11.5.

2.48 “**General Plan Consistency Findings**” has the meaning set forth in Recital L.

2.49 “**HUD**” means the United States Department of Housing and Urban Development.

2.50 “**Impact Fees and Exactions**” means any fees, contributions, special taxes, exactions, impositions and dedications charged by the City in connection with the development of Projects, including but not limited to transportation and transit fees, child care requirements or in-lieu fees, housing (including affordable housing) requirements or fees, dedication or reservation requirements, and obligations for on-or off-site improvements, as more particularly described in Exhibit H. Impact Fees and Exactions shall not include the Mitigation Measures, Processing Fees, taxes or special assessments or school district fees, SFPUC Capacity Charges and any fees, taxes, assessments impositions imposed by Non-City Agencies, all of which shall be due and payable by Developer as and when due in accordance with applicable Laws.

2.51 “**Implementing Approval**” shall mean any land use approval, entitlement, or permit (other than the Approvals, a Design Review Approval, or a Development Phase Approval) from the City that are consistent with the Approvals and that are necessary for the implementation of the Project, including without limitation, demolition permits, grading permits, site permits, building permits, lot line adjustments, sewer and water connection permits, encroachment permits, street

improvement permits, certificates of occupancy, and subdivision maps. An Implementing Approval shall also mean any amendment to the foregoing land use approvals, entitlements, or permits, or any amendment to the Approvals that are sought by Developer and approved by the City in accordance with the standards set forth in this Agreement, and that do not represent a Material Change to the Approvals.

2.52 **“Law(s)”** means the Constitution and laws of the United States, the Constitution and laws of the State of California, the laws of the City and County of San Francisco, and any codes, statutes, rules, regulations, or executive mandates thereunder, and any State or Federal court decision (including any order, injunction or writ) thereunder. The term **“Laws”** shall refer to any or all Laws as the context may require.

2.53 **“Law Adverse to the Developer”** has the meaning set forth in Section 7.5.4.

2.54 **“Law Adverse to the City”** has the meaning set forth in Section 7.5.4.

2.55 **“Litigation Extension”** has the meaning set forth in Section 12.5.1.

2.56 **“Losses”** has the meaning set forth in Section 6.13.1.

2.57 **“Market Rate Parcels”** means those parcels identified as such on the Site Plan attached to this Agreement as Exhibit B.

2.58 **“Master Infrastructure Plan”** means the Master Infrastructure Plan attached to this Agreement as Exhibit P.

2.59 **“Material Change”** means any modification that would materially alter the rights, benefits or obligations of the City or Developer under this Agreement that is not consistent with the Sunnydale SUD, the Design Standards and Guidelines, or the Master Infrastructure Plan or that (i) extends the Term, (ii) changes the permitted uses of the Project Site, (iii) decreases the Community Improvements, (iv) reduces or significantly changes the affordability levels of the

Affordable Housing units, as such levels are included in the Affordable Housing Plan; (v) increases the maximum height, density, bulk or size of the Project, (vi) changes parking ratios, or (vii) reduces or changes the Impact Fees and Exactions.

2.60 “**MDA**” or “**Master Development Agreement**” has the meaning set forth in Recital B, as such agreement may be amended from time to time.

2.61 “**Mitigation Measures**” means the mitigation measures (as defined by CEQA) applicable to the Project as set forth in the MMRP or that are necessary to mitigate adverse environmental impacts identified through the CEQA process as part of a Implementing Approval.

2.62 “**MMRP**” means that certain mitigation monitoring and reporting program attached hereto as Exhibit L.

2.63 “**MOHCD**” means the San Francisco Mayor’s Office of Housing and Community Development.

2.64 “**Mortgage**” means a mortgage, deed of trust or other lien on all or part of the Project Site to secure an obligation made by the applicable property owner.

2.65 “**Mortgagee**” means a person or entity that obtains title to all or part of the Project Site as a result of foreclosure proceedings or conveyance or other action in lieu thereof, or other remedial action.

2.66 “**Municipal Code**” means the San Francisco Municipal Code.

2.67 “**Non-City Responsible Agency**” has the meaning set forth in Exhibit K.

2.68 “**Non-City Approval**” has the meaning set forth in Section 8.3.

2.69 “**Notice of Infeasibility**” has the meaning set forth in Section 12.2.

2.70 “**OEWD**” means the San Francisco Office of Economic and Workforce Development.

2.71 **“Official Records”** means the official real estate records of the City and County of San Francisco, as maintained by the City’s Assessor-Recorder’s Office.

2.72 **“Operating Subsidy”** means project-based voucher rental assistance pursuant to Section 8(o)(13) of the United States Housing Act of 1937 or successor program; Section 8 project-based assistance pursuant to the Rental Assistance Demonstration Program; or such other permanent project-based subsidy provided by the HUD and distributed through SFHA that allows for the financially feasible construction and operation of Affordable Housing units.

2.73 **“Party”** and **“Parties”** has the meaning set forth in the opening paragraph of this Agreement.

2.74 **“Permanent Relocation”** means the relocation of an existing Sunnydale household to a new and permanent residence off-site and which waives the household’s right to return to a new Resident Replacement Unit. Permanent Relocation is triggered if the duration of the off-site residency exceeds 12 months, unless the household waives Permanent Relocation rights and opts to maintain Temporary Off-site Relocation status.

2.75 **“Phase”** has the meaning set forth in Recital E.

2.76 **“Phase Application”** has the meaning set forth in Recital E.

2.77 **“Planning Code”** means the San Francisco Planning Code.

2.78 **“Planning Commission”** means the Planning Commission of the City and County of San Francisco.

2.79 **“Planning Department”** means the Planning Department of the City and County of San Francisco.

2.80 **“Planning Director”** means the Director of Planning of the City and County of San Francisco.

2.81 **“Private Stormwater Management Controls”** shall mean Stormwater Management Improvements treating any stormwater from privately-owned and maintained parcels.

2.82 **“Privately-Owned Community Improvements”** shall mean those facilities and services that are privately-owned and privately-maintained for the public benefit, with varying levels of public accessibility, that are not dedicated to the City. The Privately-Owned Community Improvements are listed in Exhibit F. Exhibit G sets forth the provisions pertaining to the use, maintenance, and security of the Privately-Owned Community Improvements. All Privately-Owned Community Improvements are required as a condition of regulatory approval of the Project by the City.

2.83 **“Processing Fees”** means the standard fee imposed by the City upon the submission of an application for a permit or approval, which is not an Impact Fee or Exaction, in accordance with the City practice on a City-Wide basis.

2.84 **“Project”** means the mixed use development project as described in Recital B and Exhibit C and the Approvals, together with Developer’s rights and obligations under this Agreement.

2.85 **“Project Site”** has the meaning set forth in Recital A, and as more particularly described in Exhibit A.

2.86 **“Public Health and Safety Exception”** has the meaning set forth in Section 7.5.1.

2.87 **“Public Infrastructure Improvements”** or **“PII”** shall mean the facilities, both on- and off-site, to be improved, constructed and dedicated to the City. Public Infrastructure Improvements include streets within the Project, sidewalks (and associated street trees), furniture, fixtures and equipment, Public Stormwater Management Improvements, all public utilities within the

public right of way (such as electricity, water, street lights, pedestrian lights, joint trenches and sewer lines but excluding any non-municipal utilities), bicycle lanes and paths in the public right of way, off-site intersection improvements (including but not limited to curbs, medians, signaling, traffic controls devices, signage, and striping), SFMTA infrastructure, and possibly parks. All Public Infrastructure Improvements shall be built in accordance with the Implementing Approvals(i.e., improvement plans) approved by the City. Sufficient construction bonds or guarantees, based on the amount required to complete the Public Infrastructure Improvements as determined from the approved Street Improvement Plans must also be submitted as required by the City consistent with the Subdivision Map Act and the San Francisco Subdivision Code. All Public Infrastructure Improvements are required as a condition of regulatory approval of this Project by the City.

2.88 “**Public Power**” shall mean electricity service provided to the Project by the SFPUC, per the terms and responsibilities outlined in Exhibit W.

2.89 “**Public Stormwater Management Improvements**” shall mean Stormwater Management Improvements within public right of ways, solely treating runoff from the public right of way.

2.90 “**Relocation Plan**” means a relocation plan for existing Sunnydale households approved by SFHA in accordance with all applicable state and federal relocation laws.

2.91 “**Resident Replacement Unit**” means a newly constructed rental unit intended to replace an existing public housing unit for occupancy by an existing Sunnydale household, in accordance with the MDA and applicable ground lease, located either within an Affordable Housing development or off-site within the City, as a Permanent Relocation Unit

voluntarily selected by the existing household in accordance with the Relocation Plan. Resident Replacement Units must be assisted with Operating Subsidy.

2.92 “**Restored Obligations**” has the meaning set forth in Section 13.1.

2.93 “**SFMTA**” means the San Francisco Municipal Transportation Agency.

2.94 “**SFPUC**” means the San Francisco Public Utilities Commission.

2.95 “**SFPUC Capacity Charges**” means all water and sewer capacity and connection fees and charges payable to the SFPUC, as and when due in accordance with the applicable City requirements.

2.96 “**Stormwater Management Improvements**” shall mean the facilities, both those privately-owned and those dedicated to the City, that comprise the infrastructure and landscape system that is intended to manage the stormwater runoff.

2.97 “**Subdivision Code**” means the San Francisco Subdivision Code.

2.98 “**Subdivision Map Act**” means the California Subdivision Map Act, California Government Code § 66410 *et seq.*

2.99 “**Sunnydale Plan Documents**” mean the Design Standards and Guidelines, the Transportation Demand Management Plan, and the Master Infrastructure Plan, all dated as of _____, and approved by the Board of Supervisors, as each may be revised or updated in accordance with this Agreement. A copy of the Sunnydale Development Plan Documents, including any approved amendments, will be maintained and held by the Planning Department.

2.100 “**Sunnydale SUD**” means Planning Code Section _____ as adopted by the Board in Ordinance No. _____.

2.101 “**Temporary Off-site Relocation**” means the temporary moving of an existing Sunnydale household to an off-site resident for the purpose of constructing new Resident

Replacement Units. Temporary relocation is typically defined by a term of less than 12 months, but may extend beyond 12 months with the consent of the relocating household. Temporarily relocated households retain a right to return to the on-site Resident Replacement Units.

2.102 “**Term**” has the meaning set forth in Section 3.2.

2.103 “**Third-Party Challenge**” has the meaning set forth in Section 8.4.

2.104 “**Transfer,**” “**Transferee**” and “**Transferred Property**” have the meanings set forth in Sections 13.1, and in all events excludes (1) a transfer of membership interests in Developer or any Transferee, (2) grants of easement or of occupancy rights for existing or completed Buildings or other improvements (including, without limitation, space leases in Buildings), and (3) the placement of a Mortgage on the Project Site.

2.105 “**Transportation Demand Management Plan**” means the Transportation Demand Management Plan attached to this Agreement as Exhibit M.

2.106 “**Vested Elements**” has the meaning set forth in Section 7.1.

2.107 “**Workforce Agreement MOU**” means the Workforce Agreement MOU attached hereto as Exhibit I.

3. EFFECTIVE DATE; TERM

3.1 Effective Date. This Agreement shall take effect upon the later of (i) the full execution and delivery of this Agreement by the Parties and (ii) the date the Enacting Ordinance is effective and operative (“**Effective Date**”).

3.2 Term. The term of this Agreement shall commence upon the Effective Date and shall continue in full force and effect for twenty-five (25) years thereafter unless extended or earlier terminated as provided herein (“**Term**”); provided, however, that the Term shall be extended for each day of a Litigation Extension. The term of any conditional use permit, any tentative subdivision map and any subsequent subdivision map shall be for the longer of (i) the Term (as it

relates to the applicable parcel) or (ii) the term otherwise allowed under the Subdivision Map Act or the Planning Code. City (acting through MOHCD Director) may elect in its sole and absolute discretion to extend the Term due to, but not limited to, delays in availability of public financing for the Project.

4. DEVELOPMENT OF PROJECT SITE

4.1 Development Rights. Developer and its Transferees shall have the vested right to develop the Project Site in accordance with and subject to the provisions of this Agreement, the Approvals, and any Implementing Approvals, and the City shall process all Implementing Approvals related to development of the Project Site in accordance with and subject to the provisions of this Agreement. Developer agrees that all improvements it constructs on the Project Site shall be done in accordance with this Agreement, the Approvals, and any Implementing Approvals, and in accordance with all applicable laws.

4.2 Project Phasing. The Developer shall develop the Project Site in Phases, consistent with the Phasing Plan attached as Exhibit J, including the procedural review and approval requirements described in Exhibit K.

4.3 Affordable Parcels. Subject to the Phasing Plan approved as described in Section 4.2 above, Developer shall develop the Affordable Parcels in accordance with the Approvals, any Implementing Approvals, and the Affordable Housing Plan attached to this Agreement as Exhibit D. Without limiting the foregoing, Developer shall be responsible for complete design, engineering, and construction (horizontal and vertical) of all improvements on the Affordable Parcels.

4.4 Market Rate Parcels.

4.4.1 Subject to the Phasing Plan approved as described in Section 4.2 above, Developer shall prepare the Market Rate

Parcels (i.e., rough grading and supporting infrastructure) for development (i.e., development “pads”) in accordance with the Approvals and any Implementing Approvals.

4.4.2 Pursuant to the terms of the MDA, Developer will prepare requests for proposals (“**RFPs**”) and manage a selection process to identify third-party developers for purchase of the fee simple interest in the Market Rate Parcels and development of vertical improvements (i.e., buildings and appurtenant improvements) on the Market Rate Parcels in accordance with the development program required by the applicable RFP, the Approvals, and any Implementing Approvals.

4.5 Public Infrastructure Improvements. Subject to the Phasing Plan approved as described in Section 4.2 above, Developer shall develop the public infrastructure supporting the Project Site in accordance with the Approvals, any Implementing Approvals, and the Master Infrastructure Plan attached to this Agreement as Exhibit P. Without limiting the foregoing, Developer shall be responsible for coordinating the design, engineering, and construction of the Public Infrastructure Improvements. Except as modified by the Sunnydale SUD and Design Standards and Guidelines, all Public Infrastructure shall be designed and constructed in accordance with City-Wide standards. The Phasing Plan will provide for the Public Infrastructure Improvements to be phased proportionately with vertical development phases. Developer shall maintain and be liable for all such Public Infrastructure Improvements until formally accepted by City consistent with the terms provided in the Form of City Acceptance Ordinance for Dedicated Infrastructure Improvements attached as Exhibit V to this Agreement.

4.6 Community Improvements. Subject to the Phasing Plan approved as described in Section 4.2 above, Developer shall develop the Community Improvements in substantial accordance with the Approvals, any Implementing Approvals, and the List of Public Infrastructure Improvements and Community Improvements attached to this Agreement as Exhibit E.

4.7 Transportation Demand Management Plan. Developer shall implement the Transportation Demand Management measures in substantial accordance with the Transportation Demand Management Plan attached to this Agreement as Exhibit M.

4.8 Intentionally Deleted.

4.9 No Additional CEQA Review Required; Reliance on FEIR/EIS for Future Discretionary Approvals. The Parties acknowledge that the FEIR/EIS prepared for the Project complies with CEQA. The Parties further acknowledge that: (a) the FEIR/EIS contains a thorough analysis of the Project and possible alternatives; (b) the Mitigation Measures have been adopted to eliminate or reduce to an acceptable level certain adverse environmental impacts of the Project; and (c) the Board of Supervisors adopted CEQA Findings, including a statement of overriding considerations in connection with the Approvals, pursuant to CEQA Guidelines Section 15093, for those significant impacts that could not be mitigated to a less than significant level. For these reasons, (a) the City does not intend to conduct any further environmental review or mitigation under CEQA for any aspect of the Project vested under this Agreement, and (b) the City shall rely on the FEIR/EIS, to the greatest extent possible in accordance with applicable Laws, in all future discretionary actions related to the Project; provided, however, that nothing shall prevent or limit the discretion of the City to conduct additional environmental review in connection with any

Implementing Approvals to the extent that such additional environmental review is required by applicable Laws, including CEQA.

4.9.1 Compliance with CEQA Mitigation Measures.

Developer shall comply with all Mitigation Measures imposed as applicable to each Project component, except for any Mitigation Measures that are expressly identified as the responsibility of a different party or entity. Without limiting the foregoing, Developer shall be responsible for the completion of all Mitigation Measures identified as the responsibility of the “owner” or the “project sponsor”. The Parties expressly acknowledge that the FEIR/EIS and the associated MMRP are intended to be used in connection with each of the Approvals and any Implementing Approvals to the extent appropriate and permitted under applicable Law. Nothing in this Agreement shall limit the ability of the City to impose conditions on any new, discretionary permit resulting from Material Changes as such conditions are determined by the City to be necessary to mitigate adverse environmental impacts identified through the CEQA process and associated with the Material Changes or otherwise to address significant environmental impacts as defined by CEQA created by an approval or permit; provided, however, any such conditions must be in accordance with applicable Law.

4.10 Costa-Hawkins Rental Housing Act.

4.10.1 Non-Applicability of Costa-Hawkins Act.

Chapter 4.3 of the California Government Code directs public agencies to grant concessions and incentives to private developers for the production of

housing for lower income households. The Costa-Hawkins Rental Housing Act, California Civil Code sections 1954.50 et seq. (the “**Costa-Hawkins Act**”) provides for no limitations on the establishment of the initial and all subsequent rental rates for a dwelling unit with a certificate of occupancy issued after February 1, 1995, 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)). The Parties agree that the Costa-Hawkins Act does not and in no way shall limit or otherwise affect the restriction of rental charges for the BMR Units, if any, included as part of the development of the Market Rate Parcels. This Agreement falls within the express exception to the Costa-Hawkins Act, Section 1954.52(b) because this Agreement is a contract with a public entity in consideration for contributions and other forms of assistance specified in Chapter 4.3 (commencing with Section 65919 of Division 1 of Title 7 of the California Government Code). The City and Developer would not be willing to enter into this Agreement without the understanding and agreement that Costa-Hawkins Act provisions set forth in California Civil Code section 1954.52(a) do not apply to the BMR Units as a result of the exemption set forth in California Civil Code section 1954.52(b) for the reasons set forth in this Section 4.10.1.

4.10.2 General Waiver. Developer, on behalf of itself and all of its successors and assigns of all or any portion of the Project Site or

this Agreement, agrees not to challenge and expressly waives, now and forever, any and all rights to challenge the requirements of this Agreement related to the establishment of the BMR Units under the Costa-Hawkins Act (as the Costa-Hawkins Act may be amended or supplanted from time to time). If and to the extent such general covenants and waivers are not enforceable under Law, the Parties acknowledge and that they are important elements of the consideration for this Agreement and the Parties should not have the benefits of this Agreement without the burdens of this Agreement. Accordingly, if Developer challenges the application of this covenant and waiver, then such breach will be an Event of Default and City shall have the right to terminate this Agreement as to the portion of the Project under the ownership or control of Developer.

4.10.3 Inclusion in All Assignment and Assumption Agreements and Recorded Restrictions. Developer shall include the provisions of this Section 4.10 in any and all assignment and assumption agreements, and any and all recorded restrictions, for any portion of the Project Site that includes or will include BMR Units.

5. COMMUNITY BENEFITS

The Parties acknowledge and agree that the development of the Project in accordance with this Agreement provides a number of public benefits to the City beyond those achievable through existing Laws (the “**Community Benefits**”). The Community Benefits include, but are not limited to, the redevelopment and replacement of the affordable housing units currently occupying the Project Site, the redevelopment of the Public Infrastructure Improvements (e.g., streets, curbs, gutters, sewers, etc.) supporting the Project Site, and the

development of the Community Improvements described in Exhibit E. The City acknowledges and agrees that a number of the Community Benefits would not be otherwise achievable without the express agreement of Developer under this Agreement.

6. OBLIGATIONS OF DEVELOPER

6.1 Development of the Project Site. Through this Agreement Developer has agreed to meet all of the obligations contained herein and specifically to carry out the obligations for the development of the Project Site contained in Article 4 above and as further described in the Exhibits.

6.2 Development by Transferees. Notwithstanding Section 6.1 above, the parties acknowledge and agree that Developer intends to assign its rights and obligations under this Agreement with respect to various portions of the Project to different entities “**Transferees**”, as described in Recital G and pursuant to the assignment and transfer provisions of Article 13. As such, the obligations of the Developer under this Article 6 shall apply to Developer or its applicable Transferee for each portion of the Project.

6.3 Completion of Project. Upon commencement of a Phase, Developer shall diligently prosecute to completion all construction on the applicable portion of the Project Site in accordance with the Approvals, any Implementing Approvals, and the approved Phase Application. The foregoing notwithstanding, unless this Agreement is terminated in accordance with Article 12, expiration of any building permit or other Approval or Implementing Approval shall not limit Developer’s vested rights as set forth in this Agreement, and Developer shall have the right to seek and obtain subsequent building permits or approvals consistent with this Agreement at any time during the Term. Notwithstanding the foregoing, the Parties recognize that the Developer’s ability to initiate and complete each Phase of construction is subject to the availability of City funding and the funding agreements between the Developer and the City, and to secure such funding the

Developer must comply with all requirements necessary to apply for, secure and continue to receive such funding from the City consistent with the terms included in Exhibit O and any terms contained in any City loan documents.

6.4 Project Costs. Except as otherwise expressly set forth in this Agreement, Developer shall pay for all costs relating to the Project consistent with the terms of this Agreement.

6.5 Contracting for Community Improvements and Public Infrastructure Improvements. In connection with the construction of the Community Improvements and Public Infrastructure Improvements, Developer shall, as applicable to each Phase, engage one or more contractors that are duly licensed in California and qualified to complete the work (the “**Contractor**”). The Contractor shall contract directly with Developer pursuant to an agreement to be entered into by Developer and Contractor (the “**Construction Contract**”), which shall: (i) be a contract that meets all of the City’s and MOHCD’s requirements, including any procurement requirements; (ii) require the Contractor or Developer to obtain and maintain bonds for one-hundred percent (100%) of the cost of construction for performance and fifty percent (50%) of payment for labor and materials (and include the City and Developer as dual obligees under the bonds), or provide a letter of credit or other security satisfactory to the City, in accordance with the requirements of the Subdivision Code; (iii) require the Contractor to obtain and maintain customary insurance, including workers compensation in statutory amounts, Employer’s liability, general liability, and builders all-risk; (iv) release the City from any and all claims relating to the construction, including but not limited to mechanics liens and stop notices; (v) subject to the rights of any Mortgagee that forecloses on the property, include the City as a third party beneficiary, with all rights to rely on the work, receive the benefit of all warranties, and prospectively assume Developer’s obligations and enforce the terms and conditions of the Construction Contract as if the

City were an original party thereto; and (vi) relative to all work performed by the Project's architect and engineer, require that the City be included as a third party beneficiary, with all rights to rely on the work product, receive the benefit of all warranties and covenants, and prospectively assume the Developer's obligations and enforce the terms and conditions of the applicable contract as if the City were an original party thereto.

6.6 Workforce Agreement MOU. The Parties agree that the Workforce Agreement MOU shall apply to all work performed under this Agreement.

6.7 Cooperation by Developer.

6.7.1 Developer shall, in a timely manner, provide the City and each City Agency with all documents, applications, plans and other information reasonably necessary for the City to comply with its obligations under this Agreement.

6.7.2 Developer shall, in a timely manner, comply with all reasonable requests by the Planning Director and each City Agency for production of documents or other information evidencing compliance with this Agreement.

6.8 Nondiscrimination. In the performance of this Agreement, Developer agrees not to discriminate against any employee, City employee working with Developer's contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency

Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

6.9 Prevailing Wages. Developer agrees that all persons performing labor in the construction of Public Infrastructure Improvements as defined in the Administrative Code, or otherwise as required by California law, on the Project Site shall be paid not less than the highest prevailing rate of wages for the labor so performed as provided under Section 6.22(E) of the Administrative Code, shall be subject to the same hours and working conditions, and shall receive the same benefits as in each case are provided for similar work performed in San Francisco, California, and Developer shall include this requirement in any contract entered into by Developer for the construction of any such Public Infrastructure Improvements. Upon request, Developer and its contractors will provide to City any workforce payroll records as needed to confirm compliance with this section.

6.10 City Cost Recovery.

6.10.1 Developer shall timely pay to the City all Impact Fees and Exactions applicable to the Project or the Project Site as set forth in Section 7.4.

6.10.2 Developer shall timely pay to the City all Processing Fees applicable to the processing or review of applications for the Approvals and Implementing Approvals as set forth in Section 7.4.

6.10.3 All City Costs incurred in connection with processing and issuing any Implementing Approvals or administering this Agreement (except for the costs that are covered by Processing Fees) shall be the responsibility of MOHCD to pay.

6.10.4 MOHCD shall make payments within sixty (60) days following receipt of a written invoice from OEWD per the process outlined below.

6.10.5 OEWD shall provide MOHCD on a quarterly basis (or such alternative period as agreed to by the City Agencies) a reasonably detailed statement showing costs incurred by OEWD, and the City Agencies, including the hourly rates for each City staff member at that time, the total number of hours spent by each City staff member during the invoice period, any additional costs incurred by the City Agencies and a brief description of the work completed. OEWD will use reasonable efforts to provide an accounting of time and costs from each City Agency in each invoice; provided, however, if OEWD is unable to provide an accounting from one or more of such parties OEWD may send an invoice to MOHCD that does not include the charges of such party or parties without losing any right to include such charges in a future or supplemental invoice. The City Attorney's Office will not submit billing through OEWD, but will instead include billing for costs incurred in the quarterly billing sent to MOHCD directly under established procedures between MOHCD and the City Attorney's Office. MOHCD's obligation to pay the City Costs shall survive the termination of this Agreement. MOHCD shall have no obligation to pay for any City Cost that is not invoiced to MOHCD within six (6) months from the date the City Cost was incurred. City Agencies will maintain records, in

reasonable detail, and shall make such records available for inspection by MOHCD.

6.10.6 If MOHCD in good faith disputes any portion of an invoice, then within sixty (60) days following receipt of the invoice MOHCD shall provide notice of the amount disputed and the reason for the dispute, and the City Agencies shall use good faith efforts to reconcile the dispute as soon as practicable. MOHCD shall have no right to withhold the disputed amount.

6.10.7 Notwithstanding the foregoing, MOHCD may elect to negotiate and enter into memoranda of understanding with some or all of the affected City Agencies to specify billing rates, annual budgets, and/or unique repayment terms to be applied to this Project. MOHCD shall have the right to amend these agreements with the consent of the affected City Agency.

6.11 Nexus/Reasonable Relationship Waiver. Developer consents to, and waives any rights it may have now or in the future, to challenge with respect to the Project or the Approvals, the legal validity of, the conditions, requirements, policies, or programs required by this Agreement or the Existing Standards, including, without limitation, any claim that they constitute an abuse of police power, violate substantive due process, deny equal protection of the laws, effect a taking of property without payment of just compensation, or impose an unlawful tax. In the event Developer challenges any Future Change to an Existing Standard, or any increased or new fee permitted under Section 2.3, then the City shall have the right to withhold additional development approvals or permits until the matter is resolved; provided, however, Developer shall have the right to make

payment or performance under protest, and thereby receive the additional approval or permit while the matter is in dispute.

6.12 Taxes. Nothing in this Agreement limits the City's ability to impose new or increased taxes or special assessments, or any equivalent or substitute tax or assessment, provided (i) the City shall not institute on its own initiative proceedings for any new or increased special tax or special assessment for a land-secured financing district (including the special taxes under the Mello-Roos Community Facilities Act of 1982 (California Government Code Section 53311 *et seq.*)) that includes the Project Site unless the new district is City-Wide, or encompasses an area greater than the Project Site such as a Supervisorial District or neighborhood defined by the Planning Department or MOHCD, or Developer gives its prior written consent to such proceedings, and (ii) no such tax or assessment shall be targeted or directed at the Project, including, without limitation, any tax or assessment targeted solely or substantially at the Project Site. Nothing in the foregoing prevents the City from imposing any tax or assessment against the Project Site, or any space therein, that is enacted in accordance with law and applies to similarly-situated property on a City-Wide basis.

6.13 Indemnification

6.13.1 Indemnification of City. Developer shall Indemnify the City and its officers, agents and employees from and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims ("**Losses**") to the extent arising from Developer's breach of or negligent performance (or nonperformance) of this Agreement, except to the extent that such Indemnity is void or otherwise unenforceable under applicable law, and except to the extent such Loss is the result of the active negligence or willful misconduct of City. The foregoing Indemnity shall

include, without limitation, reasonable fees of attorneys, consultants and experts and related costs, and the City's cost of investigating any claims against the City. All Indemnifications set forth in this Agreement shall survive the expiration or termination of this Agreement.

7. VESTING AND CITY OBLIGATIONS

7.1 Vested Rights. By the Approvals the City has made a policy decision that the Project, as described in and as may be modified in accordance with the Approvals, is in the best interests of the City and promotes the public health, safety and welfare. Developer shall have the vested right to develop the Project as set forth in the Approvals and this Agreement, including without limitation with the following vested elements: the locations and numbers of Buildings proposed, the land uses, height and bulk limits, including the maximum density, intensity and gross square footages, the permitted uses, the provisions for Community Improvements and Public Infrastructure Improvements (collectively, the “**Vested Elements**”; provided the Existing Uses on the Project Site shall also be included as Vested Elements). The Vested Elements are subject to and shall be governed by Applicable Laws. The expiration of any building permit or Approval shall not limit the Vested Elements, and Developer shall have the right to seek and obtain subsequent building permits or approvals, including Implementing Approvals at any time during the Term, any of which shall be governed by Applicable Laws. Each Implementing Approval, once granted, shall be deemed an Approval for purposes of this Article 7.

7.2 Existing Standards. The City shall process, consider, and review all Implementing Approvals in accordance with (i) the Approvals, (ii) the San Francisco General Plan, the Municipal Code (including the Subdivision Code) and all other applicable City policies, rules and regulations as each of the foregoing is in effect on the Effective Date (“**Existing Standards**”),

as the same may be amended or updated in accordance with permitted Future Changes to Existing Standards as set forth in Section 7.3, and (iii) this Agreement (collectively, “**Applicable Laws**”).

7.3 Future Changes to Existing Standards. All future changes to Existing Standards and any other Laws, plans or policies adopted by the City or adopted by voter initiative after the Effective Date (“**Future Changes to Existing Standards**”) shall apply to the Project and the Project Site except to the extent they conflict with this Agreement, including the Exhibits attached hereto, or the terms and conditions of the Approvals, including but not limited to the Sunnydale SUD, the Design Standards and Guidelines, the Master Infrastructure Plan, and the Transportation Demand Management Plan. In the event of such a conflict, the terms of this Agreement and the Approvals shall prevail, subject to the terms of Section 7.6.

7.3.1 Future Changes to Existing Standards shall be deemed to conflict with this Agreement and the Approvals if they:

(a) limit or reduce the density or intensity of the Project, or any part thereof, or otherwise require any reduction in the square footage or number of proposed Buildings or change the location of proposed Buildings or change or reduce other improvements, such as sidewalk and setback widths, and street widths from that permitted under this Agreement for the Project, the Existing Standards, or the Approvals;

(b) limit or reduce the height or bulk of the Project, or any part thereof, or otherwise require any reduction in the height or bulk of individual proposed Buildings or other improvements that are part of the Project from that permitted under this Agreement, the Existing Standards, or the Approvals;

(c) limit, reduce or change the location of vehicular access or parking, or any limit, reduction or change in the location, quantity or quality of non-motorized and transit facilities (e.g., sidewalk widths, vehicle turning radii, etc.) from that permitted under this Agreement, the Existing Standards, or the Approvals;

(d) limit any land uses for the Project from that permitted under this Agreement, the Existing Standards, the Approvals or the Existing Uses;

(e) change or limit the Approvals or Existing Uses;

(f) materially limit or control the rate, timing, phasing, or sequencing of the approval, development, or construction of all or any part of the Project in any manner, including the demolition of existing Buildings at the Project Site, except for limitations imposed by the availability of financing or the requirements of the relocation of existing residents as addressed in the MDA;

(g) require the issuance of permits or approvals by the City other than those required under the Existing Standards;

(h) limit or control the availability of public utilities, services or facilities or any privileges or rights to public utilities, services, or facilities for the Project as contemplated by the Approvals;

(i) materially and adversely limit the processing or procuring of applications and approvals of Implementing Approvals that are consistent with Approvals; or,

(j) impose or increase any Impact Fees and Exactions beyond those set forth in Exhibit H, as they apply to the Project (other than the built in escalators based on CPI which may be included in any Impact Fees and Exactions applied to the Project).

7.3.2 Developer may elect to have a Future Change to Existing Standards that conflicts with this Agreement and the Approvals applied to the Project or the Project Site by giving the City notice of its election to have a Future Change to Existing Standards applied, in which case such Future Change to Existing Standards shall be deemed to be an Existing Standard; provided, however, if the application of such Future Change to Existing Standards would be a Material Change to the City's obligations hereunder, the application of such Future Change to Existing Standards shall require the concurrence of any affected City Agencies. Nothing in this Agreement shall preclude the City from applying Future Changes to Existing Standards to the Project Site for any development not within the scope of the "Project" described under this Agreement. In addition, nothing in this Agreement shall preclude Developer from pursuing any challenge to the application of any Future Changes to Existing Standards to all or part of the Project Site.

7.3.3 The Sunnydale Plan Documents may be amended with Developer's consent from time to time without the amendment of this Agreement as follows: (a) changes other than Material Changes may be agreed to in writing by the Planning Director and the MOHCD Director and any affected City Agency (as appropriate), each in their reasonable discretion, and (b) Material Changes may be agreed to in writing by the Planning Commission, the City Administrator, the MOHCD Director and the affected City Agency (either by its Director or, if existing, its applicable Commission), each in their sole discretion, provided that any Material Change to the Sunnydale Plan Documents that requires a change to the Sunnydale SUD or this Agreement shall also be subject to the approval of the Board of Supervisors in accordance with Section 12.1. Without limiting the foregoing, the Parties agree that any change to the Transportation Demand Management Plan must be approved by SFMTA, any change to the Affordable Housing Plan must be approved by MOHCD, and any change to the Master Infrastructure Plan must be approved by DPW, the SFMTA and the SFPUC.

7.3.4 The Parties acknowledge that, for certain parts of the Project, Developer must submit a variety of applications for Implementing Approvals before Commencement of Construction. Developer shall be responsible for obtaining all Implementing Approvals before the start of any construction to the extent required under Applicable Law. Notwithstanding anything in this Agreement to the contrary, when considering any such application for a Implementing Approval, the City shall apply the

applicable provisions, requirements, rules, or regulations that are contained in the California Building Standards Code, as amended by the City, including requirements of the San Francisco Building Code, Public Works Code (which includes the Stormwater Management Ordinance), Subdivision Code, Mechanical Code, Electrical Code, Plumbing Code, Fire Code or other uniform construction codes applicable on a City-Wide basis. In implementing this Section 7.3.4, upon application for an Implementing Approval, the City Agencies shall apply their then existing subdivision regulations with respect to Public Infrastructure Improvements (the “**PII**”) so that the PII integrates and functions with existing City systems and applicable law; provided, however, that the City cannot impose standards or requirement on Developer that (1) the City would not apply to itself if the PII was to be constructed by the City on its own or (2) would impose a significant increase in costs for implementing the PII, result in inconsistency of standards for Phases for elements of the PII, or require changes that would significantly and materially extend the process and require revisions for many associated elements (e.g., a property line adjustment). The Parties understand and agree that any PII identified in this Agreement or the Sunnydale Plan Documents may become part of a larger City system and that the proposed PII must be constructed so as to integrate and function with the existing City system in every material respect.

7.3.5 Developer shall have the right, from time to time and at any time, to file subdivision map applications (including phased

final map applications and development-specific condominium map or plan applications) with respect to some or all of the Project Site, to subdivide, reconfigure or merge the parcels comprising the Project Site as may be necessary or desirable in order to develop a particular part of the Project. The specific boundaries of parcels shall be set by Developer and approved by the City during the subdivision process. Nothing in this Agreement shall authorize Developer to subdivide or use any of the Project Site for purposes of sale, lease or financing in any manner that conflicts with the Subdivision Map Act or with the Subdivision Code. Nothing in this Agreement shall prevent the City from enacting or adopting changes in the methods and procedures for processing subdivision and parcel maps so long as such changes do not conflict with the provisions of this Agreement or with the Approvals.

7.3.6 Without limiting the generality of this Section 7.3, the Project shall not be subject to any pending or future requirements relating to greywater or recycled water.

7.4 Fees and Exactions.

7.4.1 Generally. The Project shall only be subject to the Processing Fees and Impact Fees and Exactions as set forth in this Section 7.4, and the City shall not impose any new Processing Fees or Impact Fees and Exactions on the development of the Project or impose new conditions or requirements for the right to develop the Project (including required contributions of land, public amenities or services) except as set forth in this Agreement. The Parties acknowledge that the provisions contained in

this Section 7.4, and as outlined in Exhibit H, are intended to implement the intent of the Parties that Developer have the right to develop the Project pursuant to specified and known criteria and rules, and that the City receive the benefits which will be conferred as a result of such development without abridging the right of the City to act in accordance with its powers, duties and obligations, except as specifically provided in this Agreement.

7.4.2 Impact Fees and Exactions. Developer shall pay Impact Fees in accordance with the schedule of Impact Fees and Exactions attached to this Agreement as Exhibit H.

7.4.3 Processing Fees. The Project shall be subject to all City Processing Fees as set forth in Exhibit H to this Agreement.

7.4.4 Limitation on City's Future Discretion. The City in granting the Approvals and vesting the Developer's rights to develop the Project through this Agreement is limiting its future discretion with respect to the Project and Implementing Approvals to the extent that they are consistent with the Approvals and this Agreement, including those elements as approved in the Design Standards and Guidelines (e.g., street width, curblines, landscaping and street grades, etc.). For elements included in a request for an Implementing Approval that have not been previously reviewed or considered by the applicable City Agency (including but not limited to additional details or plans for a proposed building), the City Agency shall exercise its discretion consistent with the provisions of the Approvals and this Agreement, and otherwise in accordance with customary practice. In no event

shall a City Agency deny issuance of an Implementing Approval based upon items that are consistent with the Approvals and this Agreement. Consequently, the City shall not use its discretionary authority to change the policy decisions reflected by the Approvals and this Agreement or otherwise to prevent or to delay development of the Project as contemplated in the Approvals and this Agreement. Nothing in the foregoing shall impact or limit the City's discretion with respect to: (a) proposed Implementing Approvals that seek a Material Change to the Approvals, or (b) Board of Supervisor decisions on subdivision map appeals, as required by Law, not contemplated by the Approvals.

7.5 Changes in Federal or State Laws.

7.5.1 City's Exceptions. Notwithstanding any provision in this Agreement to the contrary, each City Agency having jurisdiction over the Project shall exercise its discretion under this Agreement in a manner that is consistent with the public health and safety and shall at all times retain its respective authority to take any action that is necessary to protect the physical health and safety of the public (the “**Public Health and Safety Exception**”) or reasonably calculated and narrowly drawn to comply with applicable changes in Federal or State Law affecting the physical environment (the “**Federal or State Law Exception**”), including the authority to condition or deny an Implementing Approval or to adopt a new Law applicable to the Project so long as such condition or denial or new regulation (i) is limited solely to addressing a specific and identifiable issue in each case

required to protect the physical health and safety of the public or (ii) is required to comply with a Federal or State Law and in each case not for independent discretionary policy reasons that are inconsistent with the Approvals or this Agreement and (iii) is applicable on a City-Wide basis to the same or similarly situated uses and applied in an equitable and non-discriminatory manner. Developer retains the right to dispute any City reliance on the Public Health and Safety Exception or the Federal or State Law Exception.

7.5.2 Changes in Federal or State Laws. If Federal or State Laws issued, enacted, promulgated, adopted, passed, approved, made, implemented, amended, or interpreted after the Effective Date have gone into effect and (i) preclude or prevent compliance with one or more provisions of the Approvals or this Agreement, or (ii) materially and adversely affect Developer's or the City's rights, benefits or obligations, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such Federal or State Law. In such event, this Agreement shall be modified only to the extent necessary or required to comply with such Law, subject to the provisions of Section 7.6, as applicable.

7.5.3 Changes to Development Agreement Statute. This Agreement has been entered into in reliance upon the provisions of the Development Agreement Statute. No amendment of or addition to the Development Agreement Statute which would affect the interpretation or enforceability of this Agreement or increase the obligations or diminish the

development rights of Developer hereunder, or increase the obligations or diminish the benefits to the City hereunder shall be applicable to this Agreement unless such amendment or addition is specifically required by Law or is mandated by a court of competent jurisdiction. If such amendment or change is permissive rather than mandatory, this Agreement shall not be affected.

7.5.4 Termination of Agreement. If any of the modifications, amendments or additions described in Section 7.3.3 or this Section 7.5 or any changes in Federal or State Laws described above would materially and adversely affect the construction, development, use, operation or occupancy of the Project as currently contemplated by the Approvals, or any material portion thereof, such that the Project becomes economically infeasible (a “**Law Adverse to Developer**”), then Developer shall notify the City and propose amendments or solutions that would maintain the benefit of the bargain (that is this Agreement) for both Parties. If any of the modifications, amendments or additions described in Sections 7.3.3 or this Section 7.5 or any changes would materially and adversely affect or limit the Community Benefits (a “**Law Adverse to the City**”), then the City shall notify Developer and propose amendments or solutions that would maintain the benefit of the bargain (that is this Agreement) for both Parties. Upon receipt of a notice under this Section 7.5.4, the Parties agree to meet and confer in good faith for a period of not less than ninety (90) days in an attempt to resolve the issue. If the Parties cannot resolve the issue in ninety (90) days

or such longer period as may be agreed to by the Parties, then the Parties shall mutually select a mediator at JAMS in San Francisco for nonbinding mediation for a period of not less than thirty (30) days. If the Parties remain unable to resolve the issue following such mediation, then (i) Developer shall have the right to terminate this Agreement following a Law Adverse to Developer upon not less than thirty (30) days prior notice to the City, and (ii) the City shall have the right to terminate this Agreement following a Law Adverse to the City upon not less than thirty (30) days prior notice to Developer; provided, notwithstanding any such termination, Developer shall be required to complete any Phase for which financing has been closed, and such completion shall include any Community Benefits and Public Infrastructure Improvements in connection with a particular new Building, or Phase, as set forth in the approved Phase Application for the applicable Phase.

7.6 No Action to Impede Approvals. Except and only as required under Section 7.6, the City shall take no action under this Agreement nor impose any condition on the Project that would conflict with this Agreement or the Approvals. An action taken or condition imposed shall be deemed to be in conflict with this Agreement or the Approvals if such actions or conditions result in the occurrence of one or more of the circumstances identified in Section 7.3.1.

7.7 Priority Processing for Implementing Approvals. City acknowledges and agrees that the Project is a critical City initiative. Accordingly, all City Agencies tasked with managing or reviewing various elements of the Implementing Approvals or other measures to implement the Project shall treat the Project as a priority, and shall make best efforts to dedicate

sufficient attention and resources to the Project to facilitate the expeditious development thereof, as contemplated by this Agreement.

7.8 Criteria for Approving Implementing Approvals. The City shall not disapprove applications for Implementing Approval based upon any item or element that is consistent with this Agreement and the Approvals, and shall consider all such applications in accordance with its customary practices (subject to the requirements of this Agreement); provided, however, that the City may subject an Implementing Approval to any condition that is necessary to bring the Implementing Approval into compliance with Applicable Laws. The City shall in no event be obligated to approve an application for an Implementing Approval that would effect a Material Change. If the City denies any application for an Implementing Approval that implements a Project as contemplated by the Approvals in order to bring such Implementing Approval into compliance with Applicable Laws, the City must specify in writing the reasons for such denial and shall suggest modifications required for approval of the application. Any such specified modifications shall be consistent with Applicable Laws and City staff shall approve the application if it is subsequently resubmitted for City review and corrects or mitigates, to the City's reasonable satisfaction, the stated reasons for the earlier denial in a manner that is consistent and compliant with Applicable Laws and does not include new or additional information or materials that give the City a reason to object to the application under the standards set forth in this Agreement. The City agrees to rely on the FEIR/EIS, to the greatest extent possible, as more particularly described in Section 4.9. With respect to any Implementing Approval, the City agrees to rely on the General Plan Consistency Findings to the greatest extent possible in accordance with applicable Laws; provided, however, that nothing shall prevent or limit the discretion of the City to require new or revised General Plan consistency findings in connection with any Material Change to the Approvals.

If any City Agency with jurisdiction objects to an Implementing Approval for any Building or any Community Improvement (including if the Community Improvement is part of a larger permit application) based upon the proposed width of a sidewalk, street or alley, then Developer may make a written demand for representatives from Developer, MTA, DPW, Planning, and the objecting City Agency to meet and confer in good faith within five (5) business days of the objection being raised (whether raised formally or informally) to attempt to find a mutually satisfactory resolution to the objection that meets the goals of City policy, including the City's Better Streets Plan, its Transit First Policy, and the Project requirements and goals, including the Design Standards and Guidelines document, or any applicable streetscape plan, the Approvals or this Agreement. By entering into this Agreement, the City's Board of Supervisors has reviewed and approved the sidewalk, street and alley widths, as set forth in Exhibit P and the Design Standards and Guidelines, as consistent with the City's central policy objective to ensure street safety for all users while maintaining adequate clearances, including for fire apparatus vehicles.

7.9 Estoppel Certificates. Developer may, at any time, and from time to time, deliver notice to the Planning Director requesting that the Planning Director certify to Developer, a potential Transferee, or a potential lender to Developer, in writing that to the best of the Planning Director's knowledge: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended or modified, and if so amended or modified, identifying the amendments or modifications and stating their date and providing a copy or referring to the recording information; (iii) Developer is not in Default in the performance of its obligations under this Agreement, or if in Default, to describe therein the nature and amount of any such Defaults; and (iv) the findings of the City with respect to the most recent annual review performed

pursuant to Article 9. The Planning Director, acting on behalf of the City, shall execute and return such certificate within forty-five (45) days following receipt of the request.

7.10 Existing, Continuing Uses and Interim Uses. The Parties acknowledge that the Existing Uses are lawfully authorized uses and may continue, as such uses may be modified by the Project, provided that any modification thereof that is not a component of or contemplated by the Project is subject to any conditions or requirements placed on the Project through the MDA, ground lease or any loan or grant agreements between the Developer and the City. Developer and SFHA may install interim or temporary uses on the Project Site, which uses must not preclude those uses allowed under the Approvals. Without limiting the foregoing, such interim or temporary uses may include, but shall not be limited to, roads, pedestrian paths, site amenities, and other improvements intended to facilitate the phased development of the Project. Additionally, any actions taken on the Project Site that are not explicitly contemplated as part of this Agreement will be reviewed pursuant to the rules of the Sunnydale SUD and the Planning Code as applicable.

8. MUTUAL OBLIGATIONS

8.1 Revocation or Termination. Upon any early revocation or termination of this Agreement (as to all or any part of the Project Site), the Parties agree to execute a written statement acknowledging such revocation or termination, signed by the appropriate agents of the City and Developer, and record such instrument in the Official Records.

8.2 Agreement to Cooperate; Specific Actions by the City.

8.2.1 Agreement to Cooperate. The Parties agree to cooperate with one another to expeditiously implement the Project in accordance with the Approvals, any Implementing Approvals and this Agreement, and to undertake and complete all actions or proceedings reasonably necessary or appropriate to ensure that the objectives of this

Agreement, the Approvals and any Implementing Approvals are implemented. The Parties agree that the Planning Department (or such other department to whom the obligation is delegated by the Director of the Planning Department after notice to Developer) will act as the City's lead agency to facilitate coordinated City review of applications for the Project. As such, Planning Department (or such other department) staff will: (a) work with Developer to ensure that all such applications to the City are technically sufficient and constitute complete applications, and (b) interface with City staff responsible for reviewing any application under this Agreement to facilitate an orderly, efficient approval process that avoids delay and redundancies.

8.2.2 Specific Actions by the City. The City actions and proceedings subject to this Agreement shall be through the Planning Department, as well as affected City Agencies (and when required by applicable Law, the Board of Supervisors), and shall include instituting and completing proceedings for temporary or permanent closing or occupancy, widening, narrowing, modifying (including changes from vehicular to pedestrian use) or changing the grades of streets, alleys, sidewalks, and other right-of-ways, and other necessary modifications of the streets, the street layout, and other public or private right-of-ways in or near the Project Site, including streetscape improvements, encroachment permits, improvement permits, and any requirement to abandon, remove, and relocate public utilities (and, when applicable, City utilities) within the public right-of-ways as identified in the Approvals and Implementing Approvals. City Agencies shall

process with due diligence all submissions and applications by Developer on all permits, approvals, construction or occupancy permits for the Project subject to the acceptance of the same as complete.

8.3 Non-City Approvals Cooperation to Obtain Permits. The Parties acknowledge that certain portions of the Project may require the approval of Federal, State, and local governmental agencies that are independent of the City and not a Party to this Agreement (“**Non-City Agencies**”). The City will reasonably cooperate with reasonable requests by Developer in connection with Developer’s efforts to obtain permits, agreements, or entitlements from Non-City Agencies as may be necessary or desirable for the development, operation and use of the Project (each, a “**Non-City Approval**”). The City’s commitment to Developer under this Agreement is subject to the following conditions:

(a) Throughout the permit process for any Non-City Approval, Developer shall consult and coordinate with each affected City Agency in Developer’s efforts to obtain the permits, agreements, or entitlements, and each such City Agency shall cooperate reasonably with Developer in Developer’s efforts to obtain the same.

(b) Developer shall not agree to conditions or restrictions in any Non-City Approval that could create: (1) any obligations on the part of any City Agency, unless the City Agency agrees in writing, following the receipt of any necessary governmental approvals, to assume such obligations; or (2) any restrictions on City property, unless in each instance the City, including each affected City Agency, has previously approved in its sole discretion the conditions or restrictions in writing following the receipt of any necessary governmental approvals.

(c) The City shall have no duty to cooperate with public utilities and communication service providers to the extent that the cooperation efforts requested by Developer are materially in excess of the City's typical efforts in connection with other major development and construction projects in the City.

(d) Costs. Developer shall bear all costs associated with applying for and obtaining any necessary Non-City Approval. Developer, at no cost to the City, shall be solely responsible for complying with any Non-City Approval and any and all conditions or restrictions imposed as part of a Non-City Approval. Developer shall pay or otherwise discharge any fines, penalties, or corrective actions imposed as a result of Developer's failure to comply with any Non-City Approval.

8.4 Cooperation in the Event of Third-Party Challenge. In the event any administrative, legal or equitable action or proceeding is instituted by any party other than the City or Developer challenging the validity or performance of any provision of this Agreement, the Project, the Approvals or Implementing Approvals, the adoption or certification of the FEIR/EIS or other actions taken pursuant to CEQA, or other approvals under Laws relating to the Project, any action taken by the City or Developer in furtherance of this Agreement, or any combination thereof relating to the Project or any portion thereof ("**Third-Party Challenge**"), the Parties shall cooperate in defending against such challenge. The City shall promptly notify Developer of any Third-Party Challenge instituted against the City.

8.4.1 Developer shall assist and cooperate with the City at Developer's own expense in connection with any Third-Party Challenge. The City Attorney's Office may use its own legal staff or outside counsel in connection with defense of the Third-Party Challenge, at the City

Attorney's sole discretion. Developer shall reimburse the City for its actual costs in defense of the action or proceeding, including but not limited to the time and expenses of the City Attorney's Office (at the non-discounted rates then charged by the City Attorney's Office) and any consultants; provided, however, Developer shall have the right to quarterly invoices for all such costs. Notwithstanding the foregoing, Developer's obligation to reimburse the City shall be limited to insurable claims covered by the Project's insurance coverage and the applicable limits of such coverage.

8.4.2 To the extent that any such action or proceeding challenges or a judgment is entered limiting Developer's right to proceed with the Project or any material portion thereof under this Agreement (whether the Project commenced or not), including the City's actions taken pursuant to CEQA, Developer may elect to terminate this Agreement. Upon any such termination (or, upon the entry of a judgment terminating this Agreement, if earlier), the City and Developer shall jointly seek to have the Third-Party Challenge dismissed and Developer shall have no obligation to reimburse City defense costs that are incurred after the dismissal.

8.4.3 The filing of any Third Party Challenge shall not delay or stop the development, processing or construction of the Project or the issuance of Implementing Approvals unless the third party obtains a court order preventing the activity.

8.5 Permits to Enter City Property. Subject to the rights of any third party, the rights of the public and the City's reasonable agreement on the scope of the proposed work and

insurance and security requirements, each City Agency with jurisdiction shall grant permits to enter, street improvement permits or excavation permits, as applicable, for City-owned property on the City's standard forms, including, without limitation, provisions regarding release, waivers and indemnification in keeping with the City's standard practices, so long as the same is consistent with Applicable Law, and otherwise on commercially reasonable terms, in order to permit Developer to enter City-owned property as necessary to construct the Project or comply with or implement the Approvals or other requirements in this Agreement.

8.6 Good Faith and Fair Dealing. The Parties shall cooperate with each other and act in good faith in complying with the provisions of this Agreement and implementing the Approvals and any Implementing Approvals. In their course of performance under this Agreement, the Parties shall cooperate and shall undertake such actions as may be reasonably necessary to implement the Project as contemplated by this Agreement, including such actions as may be necessary to satisfy or effectuate any applicable conditions precedent to the performance of the Community Benefits.

8.7 Other Necessary Acts. Each Party shall use good faith efforts to take such further actions as may be reasonably necessary to carry out this Agreement, the Approvals and any Implementing Approvals, in accordance with the terms of this Agreement (and subject to all applicable Laws) in order to provide and secure to each Party the full and complete enjoyment of its rights and privileges hereunder.

8.8 Public Funding. Exhibit O to this Agreement outlines the obligations of the Developer and the City as related to public funding. The Parties acknowledge and agree that the Developer's ability to carry out the Project depends on adequate, timely funding from the City, and that any and all City funding commitments are subject to the City's and MOHCD's annual or bi-

annual budget approval process. Accordingly, the Developer will use good faith best efforts to carry out the Developer's obligations related to the application for, and receipt of, public funding as contained in Exhibit O. The City, including, but not limited to, MOHCD, subject to the budgetary discretion of the City's Board of Supervisors, will use good faith best efforts to provide funding for the Project consistent with the processes contained in Exhibit O.

9. PERIODIC REVIEW OF DEVELOPER'S COMPLIANCE

9.1 Annual Review. Pursuant to Section 65865.1 of the Development Agreement Statute and Section 56.17 of the Administrative Code (as of the Effective Date), at the beginning of the second week of each January following final adoption of this Agreement and for so long as this Agreement is in effect (the "**Annual Review Date**"), the Planning Director shall commence a review to ascertain whether Developer has, in good faith, complied with this Agreement. The failure to commence such review in January shall not waive the Planning Director's right to do so later in the calendar year; provided, however, that such review shall be deferred to the following January if not commenced on or before August 1st. The Planning Director may elect to forego an annual review if no significant construction work occurred on the Project Site during that year, or if such review is otherwise not deemed necessary.

9.2 Review Procedure. In conducting the required initial and annual reviews of Developer's compliance with this Agreement, the Planning Director shall follow the process set forth in this Section 9.2.

9.2.1 Required Information from Developer. Upon request by the Planning Director, but not more than sixty (60) nor less than forty-five (45) days before the Annual Review Date, Developer shall provide a letter to the Planning Director certifying Developer's good faith compliance

with this Agreement. The Planning Director shall post a copy of Developer's submittals on the Planning Department's website.

9.2.2 City Report. Within sixty (60) days after Developer submits such letter, the Planning Director shall review the information submitted by Developer and all other available evidence regarding Developer's compliance with this Agreement, and shall consult with applicable City Agencies as appropriate. All such available evidence including final staff reports shall, upon receipt by the City, be made available as soon as possible to Developer. The Planning Director shall notify Developer in writing whether Developer has complied with the terms of this Agreement (the "**City Report**"), and post the City Report on the Planning Department's website. If the Planning Director finds Developer not in compliance with this Agreement, then the City may pursue available rights and remedies in accordance with this Agreement and Chapter 56. The City's failure to initiate or to timely complete the annual review shall not be a default and shall not be deemed to be a waiver of the right to do so at a later date. All costs incurred by the City under this Article 9 shall be included in the City Costs. City Reports due under this Agreement do not remove the requirement to provide periodic reports under any loan or grant agreement between Developer and City or upon request by any other City Agency.

9.2.3 Effect on Transferees. If Developer has effected a Transfer so that its interest in the Project Site has been divided between Developer and/or Transferees, then the annual review hereunder shall be

conducted separately with respect to Developer and each Transferee. If the Board of Supervisors terminates, modifies or takes such other actions as may be specified in Administrative Code Chapter 56 and this Agreement in connection with a determination that Developer or a Transferee has not complied with the terms and conditions of this Agreement, such action by the Planning Director, Planning Commission, or Board of Supervisors shall be effective only as to the Party to whom the determination is made and the portions of the Project Site in which such Party has an interest.

9.2.4 Default. The rights and powers of the City under this Section 9.2 are in addition to, and shall not limit, the rights of the City to terminate or take other action under this Agreement on account of the commission by Developer, or a Transferee, of an Event of Default.

10. ENFORCEMENT OF AGREEMENT; DEFAULT; REMEDIES

10.1 Enforcement. The only Parties to this Agreement are the City, SFHA, and Developer (and any successors and Transferees). This Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person or entity whatsoever.

10.2 Meet and Confer Process. Before sending a notice of default in accordance with Section 10.3, the Party which may assert that the other Party has failed to perform or fulfill its obligations under this Agreement shall first attempt to meet and confer with the other Party to discuss the alleged failure and shall permit such Party a reasonable period, but not less than ten (10) days, to respond to or cure such alleged failure; provided, however, the meet and confer process shall not be required (i) for any failure to pay amounts due and owing under this Agreement, or (ii) if a delay in sending a notice pursuant to Section 10.3 would impair, prejudice or otherwise adversely affect a Party or its rights under this Agreement. The Party asserting such failure shall request that

such meeting and conference occur within three (3) business days following the request and if, despite the good faith efforts of the requesting Party, such meeting has not occurred within seven (7) business days of such request, such Party shall be deemed to have satisfied the requirements of this Section 10.2 and may proceed in accordance with the issuance of a notice of default under Section 10.3.

10.3 Default. The following shall constitute a “Default” under this Agreement: the failure to perform or fulfill any material term, provision, obligation, or covenant of this Agreement and the continuation of such failure for a period of sixty (60) days following notice and demand for compliance; provided, however, that Developer shall not be in Default if the failure to perform or fulfill any material term, provision, obligation, or covenant of this Agreement is caused in whole or in part by the unavailability of Project funding from the City, if such unavailability of Project funding is not based on Developer’s non-compliance or non-performance with the provisions of Exhibit O or under any loan agreement or grant agreement between MOHCD and the Developer or any Affiliate. Notwithstanding the foregoing, if a failure can be cured but the cure cannot reasonably be completed within sixty (60) days, then it shall not be considered a Default if a cure is commenced within said 60-day period and diligently prosecuted to completion thereafter. Any notice of default given by a Party shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured (if at all). Notwithstanding any other provision in this Agreement to the contrary, if Developer conveys or Transfers some but not all of the Project such that there is more than one Party responsible for performing any of the Developer’s obligations under this Agreement, there shall be no cross-default between the separate Parties that assumed such Developer’s obligations or between the separate Parties and Developer. Upon execution of the Assignment and Assumption Agreement described in Section 13.3 herein, the

Transferee and the portion of the Project Site for which Transferee has a beneficial interest shall be treated separately from all other portions of the Project Site for the purposes of this Agreement, and neither Transferee nor any other Transferee or Developer shall therefore have any liability for any other Transferee's or Developer's non-compliance with this Agreement. Accordingly, if a Transferee or Developer Defaults, it shall not be a Default by any other Transferee or Party that has a beneficial interest (e.g. ground lease, license) over a different portion of the Project Site. Notwithstanding the foregoing, any Developer Default under this Agreement, but not including a default by a Transferee, shall be a default under any loan or grant agreement between MOHCD and the Developer, or the MDA; and provided further that any Developer Default under any loan or grant agreement between MOHCD and the Developer (as defined in such agreements) or under the MDA (as defined in the MDA) shall be considered a Default under this Agreement. For the purposes of the preceding sentence only, the term "Developer" shall refer only to the entity entering into this Agreement and not to any Transferee.

10.4 Remedies.

10.4.1 Specific Performance. Subject to, and as limited by, the provisions of Section 10.4.3, in the event of a Default the remedies available to a Party shall include specific performance of this Agreement in addition to any other remedy available at law or in equity.

10.4.2 Termination. In the event of an uncured Default by Developer, the City may, consistent with the provisions of Chapter 56, elect to terminate this Agreement by sending a notice of termination to the Developer, which notice of termination shall state the Default. This Agreement will be considered terminated effective upon the date set forth in

the notice of termination, which shall in no event be earlier than sixty (60) days following delivery of the notice. Notwithstanding the foregoing, in the event of an uncured Default by Developer, the City, in its sole discretion, may, consistent with the provisions of Chapter 56, elect to remove the Developer and transfer all rights and obligations of Developer under this Agreement to a new entity to develop the Project Site as a party to this Agreement. Accordingly, Developer, by execution of this Agreement does hereby consent to such a transfer of its rights and obligations under this Agreement in the event of Default, at the City's election and consistent with the provisions of Chapter 56.

10.4.3 Limited Damages. The Parties have determined that except as set forth in this Section 10.4.3, (a) monetary damages are generally inappropriate, (b) 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 (c) equitable remedies and remedies at law not including damages but including specific performance and termination are particularly appropriate remedies for enforcement of this Agreement. Consequently, Developer agrees that the City shall not be liable to Developer for damages under this Agreement, and the City agrees that Developer shall not be liable to the City for damages under this Agreement, and each covenants not to sue the other for or claim any damages under this Agreement and expressly waives its right to recover damages under this Agreement, except as follows: (a) either Party shall have the right to recover actual damages only (and not

consequential, punitive or special damages, each of which is hereby expressly waived) for a Party's failure to pay sums to the other Party as and when due under this Agreement, (b) the City shall have the right to recover actual damages for Developer's failure to make any payment due under any indemnity in this Agreement, (c) for any Community Improvement for which specific performance is determined by a court of competent jurisdiction not to be an available remedy, except if and to the extent directly or indirectly resulting from action or inaction by or on behalf of City or any City Agencies, the City shall have the right to monetary damages according to proof against Developer equal to the costs that would have been incurred by Developer to complete the Community Improvement, (d) either Party shall have the right to recover reasonable attorneys' fees and costs as set forth in Section 9.6, and (e) the City shall have the right to administrative penalties if and only to the extent expressly stated in Applicable Laws. For purposes of the foregoing, "actual damages" means the actual amount of the sum due and owing under this Agreement, with interest as provided by Law, together with such judgment collection activities as may be ordered by the judgment, and no additional sums.

10.4.4 City Processing/Certificates of Occupancy. The City shall have the right to withhold a final certificate of occupancy for a Building until all of the Community Benefits and Public Infrastructure Improvements tied to that Building have been completed, except in the case of Affordable Housing units funded in whole or in part with Low Income

Housing Tax Credits. For a Building to be deemed completed Developer shall have completed all of the streetscape and open space improvements described in the approved Phase Application for that Building; provided, if the City issues a final certificate of occupancy before such items are completed, consistent with the terms for such issuance as outlined in the approved Phase Application, then Developer shall promptly complete such items following issuance.

10.5 Time Limits; Waiver; Remedies Cumulative. Failure by a Party to insist upon the strict or timely performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of any condition or failure of performance, including a Default, shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such failure. No express written waiver shall affect any other condition, action or inaction, or cover any other period of time, other than any condition, action or inaction and/or period of time specified in such express waiver. One or more written waivers under any provision of this Agreement shall not be deemed to be a waiver of any subsequent condition, action or inaction, and the performance of the same or any other term or provision contained in this Agreement. Nothing in this Agreement shall limit or waive any other right or remedy available to a Party to seek injunctive relief or other expedited judicial and/or administrative relief to prevent irreparable harm.

10.6 Attorneys' Fees. Should legal action be brought by either Party against the other for a Default under this Agreement or to enforce any provision herein, the prevailing Party in

such action shall be entitled to recover its reasonable attorneys' fees and costs. For purposes of this Agreement, "**reasonable attorneys' fees and costs**" means the reasonable fees and expenses of counsel to the 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. The term "**reasonable attorneys' fees and costs**" shall also include, without limitation, 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 Agreement, the reasonable fees of attorneys of City Attorney's Office shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the Law for which the City Attorney's Office's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

11. FINANCING; RIGHTS OF MORTGAGEES.

11.1 Developer's Right to Mortgage. Nothing in this Agreement limits the right of Developer to mortgage or otherwise encumber all or any portion of the Project Site in which it holds an interest in real property for the benefit of any Mortgagee as security for one or more loans ("Encumbrance Rights"). Except for that certain [**describe Parcel Q City mortgage, which will be recorded in Dec. 2016**], Developer and SFHA, as to their respective interests in the Project Site, represent that there are no Mortgages on the Project Site as of the Effective Date. Notwithstanding the foregoing, Developer's exercise of its Encumbrance Rights must be consistent with the terms of the ground lease between the Developer and SFHA and any loan or grant agreements between the Developer and the City.

11.2 Mortgagee Not Obligated to Construct. Notwithstanding any of the provisions of this Agreement, including, but not limited to, those which are or are intended to be covenants running with the land, a Mortgagee, including any Mortgagee who obtains title to the Project Site or any part thereof as a result of foreclosure proceedings, or conveyance or other action in lieu thereof, or other remedial action, shall in no way be obligated by the provisions of this Agreement to construct or complete the Project or any part thereof or to guarantee such construction or completion. The foregoing provisions shall not be applicable to any party who, after a foreclosure, conveyance or other action in lieu thereof, or other remedial action, obtains title to some or all of the Project Site (including to a leasehold interest under a long term ground lease) from or through the Mortgagee, or any other purchaser at a foreclosure sale other than the Mortgagee itself, on which certain Community Improvements must be completed as set forth in Section 4.6. Nothing in this Section or any other Section or provision of this Agreement shall be deemed or construed to permit or authorize any Mortgagee or any other person or entity to devote the Project Site or any part thereof to any uses other than uses consistent with this Agreement and the Approvals, and nothing in this Section shall be deemed to give any Mortgagee or any other person or entity the right to construct any improvements under this Agreement (other than as needed to conserve or protect improvements or construction already made) unless or until such person or entity assumes Developer's obligations under this Agreement.

11.3 Copy of Notice of Default and Notice of Failure to Cure to Mortgagee. Whenever the City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in its obligations under this Agreement, the City shall at the same time forward a copy of such notice or demand to each Mortgagee having a Mortgage on the real property which is the subject of the breach or default who has previously made a written request to the City

therefor, at the last address of such Mortgagee specified by such Mortgagee in such notice. In addition, if such breach or default remains uncured for the period permitted with respect thereto under this Agreement, the City shall deliver a notice of such failure to cure such breach or default to each such Mortgagee at such applicable address. A delay or failure by the City to provide such notice required by this Section shall extend for the number of days until notice is given, the time allowed to the Mortgagee for cure. In accordance with Section 2924 of the California Civil Code, the City requests that a copy of any notice of default and a copy of any notice of sale under any Mortgage be mailed to the City at the address for notices under this Agreement.

11.4 Mortgagee's Option to Cure Defaults. After receiving any notice of failure to cure referred to in Section 11.3, each Mortgagee shall have the right, at its option, to commence within the same period as the Developer to remedy or cause to be remedied any event of default, plus an additional period of: (a) thirty (30) days to cure a monetary event of default; and (b) sixty (60) days to cure a non-monetary event of default which is susceptible of cure by the Mortgagee without obtaining title to the applicable property. If an event of default is not cured within the applicable cure period, the City nonetheless shall refrain from exercising any of its remedies with respect to the event of default if, within the Mortgagee's applicable cure period: (i) the Mortgagee notifies the City that it intends to proceed with due diligence to foreclose the Mortgage or otherwise obtain title to the subject property; and (ii) the Mortgagee commences foreclosure proceedings within sixty (60) days after giving such notice, and thereafter diligently pursues such foreclosure to completion; and (iii) after obtaining title, the Mortgagee diligently proceeds to cure those events of default: (A) which are required to be cured by the Mortgagee and are susceptible of cure by the Mortgagee, and (B) of which the Mortgagee has been given notice by the City. Any such Mortgagee or Transferee of a Mortgagee who shall properly complete the improvements relating to the Project

Site or applicable part thereof shall be entitled, upon written request made to the Agency, to a Certificate of Completion.

11.5 Mortgagee's Obligations with Respect to the Property. Notwithstanding anything to the contrary in this Agreement, no Mortgagee shall have any obligations or other liabilities under this Agreement unless and until it acquires title by any method to all or some portion of the Project Site (referred to hereafter as "**Foreclosed Property**"). A Mortgagee that acquires title by foreclosure to any Foreclosed Property shall take title subject to all of the terms and conditions of this Agreement, to the extent applicable to the Foreclosed Property, including any claims for payment or performance of obligations which are due as a condition to enjoying the benefits of this Agreement. Upon the occurrence and continuation of an uncured default by a Mortgagee or Transferee in the performance of any of the obligations to be performed by such Mortgagee or Transferee pursuant to this Agreement, the City shall be afforded all its remedies for such uncured default as provided in this Agreement.

11.6 No Impairment of Mortgage. No default by the Developer under this Agreement shall invalidate or defeat the lien of any Mortgagee. Neither a breach of any obligation secured by any Mortgage or other lien against the mortgaged interest nor a foreclosure under any Mortgage or other lien, shall defeat, diminish, render invalid or unenforceable or otherwise impair the Developer's rights or obligations or constitute a default under this Agreement.

11.7 Cured Defaults. Upon the curing of any event of default by Mortgagee within the time provided in this Article 11 the City's right to pursue any remedies with respect to the cured event of default shall terminate.

12. AMENDMENT; TERMINATION; EXTENSION OF TERM

12.1 Amendment or Termination. This Agreement may only be amended with the mutual written consent of the City and Developer, provided following a Transfer, the City and

Developer or any Transferee may amend this Agreement as it affects Developer or the Transferee and the applicable portion of the Project Site without affecting other portions of the Project Site or other Transferees. Other than upon the expiration of the Term and except as provided in Sections 4.10.2, 7.5.4, 8.4.2 and 10.4.2 and 12.2 this Agreement may only be terminated with the mutual written consent of the Parties. Any amendment to this Agreement that does not constitute a Material Change may be agreed to by the Planning Director (and, to the extent it affects any rights or obligations of a City department, with the approval of that City Department). Any amendment that is a Material Change will require the approval of the Planning Director, the Planning Commission and the Board of Supervisors (and, to the extent it affects any rights or obligations of a City department, after consultation with that City department).

12.2 Termination by Developer for Infeasibility. The parties acknowledge that the long-term, phased nature of the Project presents inherent uncertainties regarding the conditions under which the Project will be developed, including but not limited to uncertainty regarding the availability of public funding for the Project. If the Developer makes a reasonable, good faith determination that the Project or a Phase is infeasible, despite good faith efforts by the Developer (or its Transferees, as applicable), it may deliver a “**Notice of Infeasibility**” to the Planning Department and MOHCD. The Notice of Infeasibility shall state with reasonable specificity the basis for determining such infeasibility and, if applicable, ways in which feasibility may be restored. Without limiting the generality of the foregoing, if (i) there has been a determination of Infeasibility under the MDA, including infeasibility related to the relocation obligations of the parties under the MDA or (ii) Project funding is delayed for a period of more than twelve (12) months from the date of a funding request to the City from Developer, and such delay is not due to Developer’s incomplete submittals or other inadequate responses related to such funding requests, such findings or delays

shall be grounds for a Notice of Infeasibility. Upon delivery of a Notice of Infeasibility, the City and the Developer, shall promptly meet to discuss the circumstances and the manner in which feasibility may be restored. If within ninety (90) days of the Notice of Infeasibility the Parties have restored feasibility in the reasonable determination of the Developer, then the Developer shall issue a written acknowledgement of such. If feasibility has not been restored, as reasonably determined by the Developer, and after the Developer has provided documents demonstrating such continuing infeasibility, the Developer may terminate this Agreement with respect to the Project or the subject Phase without fault. Notwithstanding the foregoing, if the City does not agree with the Developer's determination of continuing infeasibility, the City and the Developer shall mutually select a mediator at JAMS in San Francisco for nonbinding mediation for a period of not less than thirty (30) days. If the City and the Developer remain unable to resolve the issue following such mediation, then Developer shall have the right to terminate this Agreement upon not less than thirty (30) days prior notice to the City; provided, notwithstanding any such termination, Developer shall be required to complete any Phase for which financing has been closed, and such completion shall include any Community Benefits and Public Infrastructure Improvements in connection with a particular new Building, or Phase, as set forth in the approved Phase Application for the applicable Phase. Following such a termination, any costs incurred by a Party in connection with this Agreement shall be completely borne by such Party, except for development costs to be funded by City or other development sources, and neither Party shall have any rights against or liability to the other, except for those provisions of this Agreement that recite that they survive termination of this Agreement.

12.3 Termination and Vesting. Any termination under this Agreement shall concurrently effect a termination of the Approvals with respect to the terminated portion of the Project Site, except as to any Approval pertaining to a Phase that has Commenced Construction in

reliance thereon. In the event of any termination of this Agreement by Developer resulting from a Default by the City and except to the extent prevented by such City Default, Developer's obligation to complete the applicable Community Improvements shall continue as to the Phase which has Commenced Construction and all relevant and applicable provisions of this Agreement shall be deemed to be in effect as such provisions are reasonably necessary in the construction, interpretation or enforcement to this Agreement as to any such surviving obligations. The City's and Developer's rights and obligations under this Section 12.3 shall survive the termination of this Agreement.

12.4 Amendment Exemptions. No issuance of an Implementing Approval, or amendment of an Approval or Implementing Approval, shall by itself require an amendment to this Agreement. And no change to the Project that is permitted under the Sunnydale Plan Documents shall by itself require an amendment to this Agreement. Upon issuance or approval, any such matter shall be deemed to be incorporated automatically into the Project and vested under this Agreement (subject to any conditions set forth in the amendment or Implementing Approval). Notwithstanding the foregoing, if there is any direct conflict between the terms of this Agreement and an Implementing Approval, or between this Agreement and any amendment to an Approval or Implementing Approval, then the Parties shall concurrently amend this Agreement (subject to all necessary approvals in accordance with this Agreement) in order to ensure the terms of this Agreement are consistent with the proposed Implementing Approval or the proposed amendment to an Approval or Implementing Approval. The Planning Department and the Planning Commission, as applicable, shall have the right to approve changes to the Project as described in the Exhibits in keeping with its customary practices, the Sunnydale SUD and applicable Planning Code provisions, and the Sunnydale Plan Documents, and any such changes shall not be deemed to conflict with or require an amendment to this Agreement or the Approvals so long as they do not constitute a

Material Change. If the Parties fail to amend this Agreement as set forth above when required, however, then the terms of this Agreement shall prevail over any Implementing Approval or any amendment to an Approval or Implementing Approval that conflicts with this Agreement.

12.5 Extension Due to Legal Action or Referendum; Excusable Delay.

12.5.1 Litigation and Referendum Extension. If any litigation is filed challenging this Agreement or an Approval having the direct or indirect effect of delaying this Agreement or any Approval (including but not limited to any CEQA determinations), including any challenge to the validity of this Agreement or any of its provisions, or if this Agreement or an Approval is suspended pending the outcome of an electoral vote on a referendum, then the Term of this Agreement and all Approvals shall be extended for the number of days equal to the period starting from the commencement of the litigation or the suspension (or as to Approvals, the date of the initial grant of such Approval) to the end of such litigation or suspension (a “**Litigation Extension**”). The Parties shall document the start and end of a Litigation Extension in writing within thirty (30) days from the applicable dates.

12.5.2 Excusable Delay. means the occurrence of an event beyond a Party’s reasonable control which causes such Party’s performance of an obligation to be delayed, interrupted or prevented, including, but not limited to: changes in Federal or State Laws; strikes or the substantial interruption of work because of labor disputes; inability to obtain materials; freight embargoes; civil commotion, war or acts of terrorism;

inclement weather, fire, floods, earthquakes or other acts of God; epidemics or quarantine restrictions; litigation; unforeseen site conditions (including archaeological resources or the presence of hazardous materials); or the failure of any governmental agency, public utility or communication service provider to issue a permit, authorization, consent or approval required to permit construction within the standard or customary time period for such issuing authority following Developer's submittal of a complete application for such permit, authorization, consent or approval, together with any required materials. Excusable Delay shall not include delays resulting from the failure to obtain financing or have adequate funds, changes in market conditions, or the rejection of permit, authorization or approval requests based upon Developer's failure to satisfy the substantive requirements for the permit, authorization or approval request. In the event of Excusable Delay, the Parties agree that (i) the time periods for performance of the delayed Party's obligations impacted by the Excusable Delay shall be strictly limited to the period of such delay, interruption or prevention and the delayed Party shall, to the extent commercially reasonable, act diligently and in good faith to remove the cause of the Excusable Delay or otherwise complete the delayed obligation, and (ii) following the Excusable Delay, a Party shall have all rights and remedies available under this Agreement, if the obligation is not completed within the time period as extended by the Excusable Delay. If an event which may lead to an Excusable Delay occurs, the delayed Party shall notify the other Party in writing of such occurrence as soon as possible after

becoming aware that such event may result in an Excusable Delay, and the manner in which such occurrence is likely to substantially interfere with the ability of the delayed Party to perform under this Agreement.

13. TRANSFER OR ASSIGNMENT; RELEASE; CONSTRUCTIVE NOTICE

13.1 Permitted Transfer of this Agreement. At any time, subject to the limitations set forth in this Article 13, Developer shall have the right to convey, assign or transfer all or any part of its right, title and interest (including, as applicable, its leasehold interest or interest in any license agreement with the City) in and to all or part of this Agreement (a “**Transfer**”) consistent with the transfer provisions of any applicable loan agreements between Developer and MOHCD or the transfer provisions of the MDA or any applicable ground lease between SFHA and the Developer, provided that it also transfers to such party (the “**Transferee**”) all of its interest, rights or obligations to the applicable, corresponding portions of the Project Site (the “**Transferred Property**”) as listed below, and further provided that all Transfers shall require that all obligations assumed by the Transferee may, at the election of the City and subject to rights of Mortgagees, revert back to Developer (the “**Restored Obligations**”) if the Transferee is in default under any agreements with MOHCD and SFHA as related to the Transferred Property and such default has not been timely cured. The Developer, at no time, shall have any obligation to cure such Transferee defaults and may subsequently transfer the Transferred Property to another entity subject to the provisions of this Article 13. Notwithstanding the foregoing, the Restored Obligations requirements will not apply to Market Rate Parcels.

13.1.1 Public Infrastructure Improvements. Developer may, subject to the requirements of this Article 13 and any applicable funding agreements between Developer and MOHCD or the transfer provisions of the MDA, or any applicable ground lease between SFHA and the Developer,

Transfer its rights and obligations under this Agreement with respect to the construction of the Public Infrastructure Improvements to an Affiliate, subject to the approval of DPW if such transfer occurs after the issuance of any required City permits related to the construction of the Public Infrastructure Improvements, and provided it also transfers its rights and obligations under any applicable lease or license agreement to such Transferee.

13.1.2 Affordable Parcels. Developer may, subject to the requirements of this Article 13 and any applicable loan agreements between Developer and MOHCD or the transfer provisions of the MDA, or any applicable ground lease between SFHA and the Developer, Transfer its rights and obligations under this Agreement with respect to the development of vertical improvements on any of the Affordable Parcels, to an Affiliate, provided it also transfers its rights and obligations under the applicable ground lease and loan agreement for each such Affordable Parcel to such Transferee.

13.1.3 Community Improvements. Developer may, subject to the requirements of this Article 13 and any applicable funding agreements between Developer and MOHCD or the transfer provisions of the MDA, or any applicable ground lease between SFHA and the Developer, Transfer its rights and obligations under this Agreement with respect to the development of the Community Improvements. In addition, Developer may transfer, subject to SFHA and MOHCD consent, any ongoing, post-construction obligations related to the Community Improvements and the Public Infrastructure Improvements (such as open space operation and

maintenance, obligations under the Transportation Demand Management requirements set forth in Exhibit M, or public right of way and utility maintenance requirements prior to the effective date of acceptance thereof by the City) to a residential, commercial or Project Site-wide management association (“**CMA**”) provided such CMA reflects commercially reasonable requirements and standards generally applicable to similar developments and has the financial capacity and ability to perform the obligations so transferred. No such Transfer of ongoing Community Improvement obligations shall require a transfer of Developer’s (or its Transferee’s, as applicable) leasehold interest over the applicable portion of the Project Site.

13.1.4 Market-Rate Parcels. SFHA shall transfer their rights and obligations under this Agreement with respect to the development of the vertical improvements on the Market Rate Parcels to any party selected by SFHA and MOHCD pursuant to the terms and provisions of the MDA. Such Transfer shall occur concurrently with execution of any sale or ground lease of the Market Rate Parcels by SFHA and must be consistent with the provisions in Exhibit S attached to this Agreement.

13.1.5 Entire Agreement. Developer may, with the consent of City, transfer all of its rights and obligations under this Agreement to a qualified entity, as determined by City, acting through MOHCD, in its sole and absolute discretion, provided that Developer transfers all of its rights and obligations to any portion of the Project Site to such Transferee.

13.2 Transferee Obligations. The Parties understand and agree that rights and obligations under this Agreement run with the land, and each Transferee must satisfy the obligations of this Agreement with respect to the land owned, ground leased, or licensed by and to it; provided, however, notwithstanding the foregoing, if an owner, ground lessee, or licensee of a portion of the Project Site (other than a mortgagee, including any mortgagee who obtains title to the Project Site or any portion thereof as a result of foreclosure proceedings or conveyance or other action in lieu thereof, or other remedial action) does not enter into an Assignment and Assumption Agreement approved by the Planning Director, after approval by the MOHCD Director, which approvals by the Planning Department and MOHCD shall not be unreasonably withheld, then it shall have no rights, interests or obligations under this Agreement and the City shall have such remedies as may be available for violation of this Article 13.

13.3 Notice and Approval of Transfers. With regard to any proposed Transfer under this Article 13, Developer shall provide not less than ninety (90) days written notice to City before any proposed Transfer of its interests, rights and obligations under this Agreement, or any other longer time period required under any applicable loan agreements between Developer and MOHCD or the transfer provisions of the MDA, or any applicable ground lease between SFHA and the Developer. Such request shall be reviewed by the Director of Planning and MOHCD pursuant to the terms of this Agreement, Developer shall provide, with such notice, a copy of an assignment and assumption agreement, in substantially the form attached hereto as Exhibit S, that Developer proposes to enter into, with a detailed description of what obligations are to be assigned to the Transferee and what obligations will be retained by Developer, and a description of the real property proposed for conveyance to the Transferee (an “**Assignment and Assumption Agreement**”). Each Assignment and Assumption Agreement shall be in recordable form, in substantially the form

attached hereto as Exhibit S, and include: (i) an agreement and covenant by the Transferee not to challenge the enforceability of any of the provisions or requirements of this Agreement, including but not limited to the Costa-Hawkins Act provisions and waivers as applicable; (ii) a description of the obligations under this Agreement (including but not limited to obligations to construct Community Improvements or Public Infrastructure Improvements and Mitigation Measures) that will be assumed by the assignee and from which assignor will be released; (iii) confirmation of all of the Indemnifications and releases set forth in this Agreement; (iv) a covenant not to sue the City, and an Indemnification to the City, for any and all disputes between the assignee and assignor; (v) a covenant not to sue the City, and an Indemnification to the City, for any failure to complete all or any part of the Project by any party, and for any harm resulting from the City's refusal to issue further permits or approvals to a defaulting party under the terms of this Agreement; (vi) a transfer of any existing bonds or security required under this Agreement, or the Transferee will provide new bonds or security to replace the bonds or security that had been provided by Developer or a predecessor Transferee, (vii) a provision recognizing the Restored Obligations requirement of Section 13.1 of this Agreement (for all parcels other than Market-Rate Parcels); and (viii) such other matters as are deemed appropriate by the assignee and assignor and are approved by the City. Each Assignment and Assumption Agreement shall become effective when it is duly executed by the Parties, the Planning Director, after consultation with the MOHCD Director, has executed the consent, and it is recorded in the Official Records.

13.4 City Review of Proposed Transfer. The City shall use good faith efforts to promptly review and respond to all approval requests under this Article 13. The City shall explain its reasons for any denial, and the parties agree to meet and confer in good faith to resolve any differences or correct any problems in the proposed documentation or transaction. If the City grants

its consent, the consent shall include a fully executed, properly acknowledged release of assignor for the prospective obligations that have been assigned, subject to the Reverting Obligations condition, in recordable form, and shall be recorded together with the approved Assignment and Assumption Agreement. Notwithstanding anything to the contrary set forth in this Agreement, the City shall not be required to consider any request for consent to any Transfer while Developer is in uncured breach of any of its obligations under this Agreement. Any sale or conveyance of all or part of Developer's interest in an Affordable Parcel during the Term without an Assignment and Assumption Agreement as required by this Article 13 assigning the applicable portions of this Agreement, if any, shall be an Event of Default. Any Transfer in violation of this Article 13 shall be an Event of Default. If Developer fails to cure such Event of Default by voiding or reversing the unpermitted Transfer within ninety (90) days following the City's delivery of the Notice of Default, the City shall have the rights afforded to it under Article 12.

13.5 Permitted Contracts. Developer has the right to enter into contracts with third parties, subject to any procurement requirements, including but not limited to construction and service contracts, to perform work required by Developer under this Agreement and consistent with the provisions of Section 6.6 of this Agreement. No such contract shall be deemed a Transfer under this Agreement and Developer shall remain responsible to City for the Completion of the work in accordance with this Agreement, subject to Excusable Delay.

13.6 Release of Liability. Upon recordation of an approved Assignment and Assumption Agreement, Developer shall be released from any prospective liability or obligation under this Agreement related to the Transferred Property as specified in the Assignment and Assumption Agreement, subject to the Reverting Obligations condition, and the Transferee shall be deemed to be “**Developer**” under this Agreement with all rights and obligations related thereto, with

respect to such Transferred Property. Notwithstanding anything to the contrary contained in this Agreement, if a Transferee Defaults under this Agreement, such Default shall not constitute a default by Developer or any other Transferee with respect to any other portion of the Project Site and shall not entitle the City to terminate or modify this Agreement with respect to such other portion of the Project Site, except as otherwise provided herein. Similarly, if Developer Defaults under this Agreement, such Default shall not constitute a default by any Transferee with respect to the portion of the Project Site for which Transferee owns a beneficial interest, and shall not entitle the City to terminate or modify this Agreement with respect to Transferee's rights, except as otherwise provided herein. Additionally, the annual review provided by Article 9 shall be conducted separately as to Developer and each Transferee and only as to those obligations that Developer or such Transferee has under this Agreement.

13.7 Responsibility for Performance. The City is entitled to enforce each and every such obligation assumed by each Transferee directly against the Transferee as if the Transferee were an original signatory to this Agreement with respect to such obligation. Accordingly, in any action by the City against a Transferee to enforce an obligation assumed by the Transferee, the Transferee shall not assert as a defense against the City's enforcement of performance of such obligation that such obligation (i) is attributable to Developer's breach of any duty or obligation to the Transferee arising out of the Transfer or the Assignment and Assumption Agreement or any other agreement or transaction between Developer and the Transferee, or (ii) relates to the period before the Transfer. The foregoing notwithstanding, the Parties acknowledge and agree that a failure to complete a Mitigation Measure may, if not completed, delay or prevent a different party's ability to start or complete a specific Building or improvement under this Agreement if and to the extent the completion of the Mitigation Measure is a condition to the other party's right to proceed as

specifically described in the Mitigation Measure, and Developer and all Transferees assume this risk. Accordingly, in some circumstances the City may withhold Implementing Approvals based upon the acts or omissions of a different party; provided, however, that City will not withhold or delay approval of Implementing Approvals if the party that has failed to perform is a third party developer of a Market Rate Parcel.

13.8 Constructive Notice. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Project Site is, and shall be, constructively deemed to have consented to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project Site. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Project Site and undertakes any development activities at the Project Site, is, and shall be, constructively deemed to have consented and agreed to, and is obligated by all of the terms and conditions of this Agreement, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project Site.

13.9 Rights of Developer. The provisions in this Section 13 shall not be deemed to prohibit or otherwise restrict Developer from (a) granting easements or licenses to facilitate development of the Project Site, (b) encumbering the Project Site or any portion of the improvements thereon by any Mortgage, (iii) granting an occupancy leasehold interest in portions of the Project Site, (c) entering into a joint venture agreement or similar partnership agreement to fulfill its obligations under this Agreement, or (d) transferring all or a portion of the Project Site pursuant to a foreclosure, conveyance in lieu of foreclosure, or other remedial action in connection with a Mortgage; provided, however, such rights of any developer of any portion of the Project Site shall

also be subject to the requirements of any loan agreements between such developer and MOHCD, the provisions of the MDA, or any applicable ground lease between such developer and SFHA.

14. DEVELOPER REPRESENTATIONS AND WARRANTIES

14.1 Interest of Developer; Due Organization and Standing. Developer represents that it owns a beneficial interest in the Project Site (as prospective ground lessee of the Affordable Parcels and prospective licensee of the Market-Rate Parcels and Public Infrastructure Improvements parcels, pursuant to the terms of the MDA). SFHA is the legal owner of the Project Site. The parties acknowledge and agree that SFHA will retain ownership of the Market Rate Parcels until it conveys fee title thereto to developers selected pursuant to the RFP process described in Section 4.4. SFHA hereby expressly consents to this Agreement and to the application of the terms and conditions contained herein to the Project Site, including but not limited to the Market Rate Parcels. SFHA is a public body, corporate and politic, duly organized and validly existing and in good standing under the Laws of the State of California. Developer is a limited liability company duly organized and validly existing and in good standing under the Laws of the State of California. Developer has all requisite power to own its property and authority to conduct its business as presently conducted. SFHA and Developer represent and warrant that there is no existing lien or encumbrance recorded against the Project Site that, upon foreclosure or the exercise of remedies, would permit the beneficiary of the lien or encumbrance to eliminate or wipe out the obligations set forth in this Agreement that run with applicable land.

14.2 No Inability to Perform; Valid Execution. Developer represents and warrants that it is not a party to any other agreement that would conflict with Developer's obligations under this Agreement and it has no knowledge of any inability to perform its obligations under this Agreement. The execution and delivery of this Agreement and the agreements contemplated hereby by Developer have been duly and validly authorized by all necessary action. This Agreement will be

a legal, valid and binding obligation of Developer, enforceable against Developer in accordance with its terms.

14.3 Conflict of Interest. Through its execution of this Agreement, Developer acknowledges that it is familiar with the provisions of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 *et seq.* and Section 1090 *et seq.* of the California Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the Term.

14.4 Notification of Limitations on Contributions. Through execution of this Agreement, Developer acknowledges that it is familiar with Section 1.126 of City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City, whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to 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.

14.5 Other Documents. To the current, actual knowledge of Developer, after reasonable inquiry, no document furnished by Developer to the City with its application for this Agreement nor this Agreement contains any untrue statement of material fact or omits a material fact necessary to make the statements contained therein, or herein, not misleading under the circumstances under which any such statement shall have been made.

14.6 No Bankruptcy. Developer represents and warrants to the City that Developer has neither filed nor is the subject of any filing of a petition under the federal bankruptcy law or any federal or state insolvency laws or Laws for composition of indebtedness or for the reorganization of debtors, and, to the best of Developer's knowledge, no such filing is threatened.

14.7 Priority of Development Agreement. SFHA as legal owner represents that there is no prior lien or encumbrance (other than mechanics or materialmen's liens, or liens for taxes or assessments, that are not yet due) against the Project Site that, upon foreclosure, would be free and clear of the obligations set forth in this Agreement and that, as of the date of execution of this Agreement, the only beneficiary under an existing deed of trust encumbering the Project Site is Existing Lender. On or before the Effective Date of this Agreement, SFHA shall provide a title report in form and substance satisfactory to the Planning Director and the City Attorney confirming the absence of any such liens or encumbrances. If there are any such liens or encumbrance, then SFHA shall obtain written instruments from the beneficiaries of any such liens or encumbrances, in the form approved by the Planning Director and the City Attorney (and for mortgages or deeds of trust, in the form attached hereto as Exhibit U, subordinating their interest in the Project Site to this Agreement.

15. MISCELLANEOUS PROVISIONS

15.1 Entire Agreement. This Agreement, including the preamble paragraph, Recitals and Exhibits, and the agreements between the Parties specifically referenced in this

Agreement, constitutes the entire agreement between the Parties with respect to the subject matter contained herein.

15.2 Incorporation of Exhibits. Except for the Approvals which are listed solely for the convenience of the Parties, each Exhibit to this Agreement is incorporated herein and made a part hereof as if set forth in full. Each reference to an Exhibit in this Agreement shall mean that Exhibit as it may be updated or amended from time to time in accordance with the terms of this Agreement.

15.3 Binding Covenants; Run With the Land. Pursuant to Section 65868 of the Development Agreement Statute, from and after recordation of this Agreement, all of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and, subject to Section 10.3 and Section 13, their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, and all persons or entities acquiring the Project Site, any lot, parcel or any portion thereof, or any interest therein, whether by sale, operation of law, or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. Subject to the provisions on Defaults and Transfers set forth in Section 10.3 and Section 13, all provisions of this Agreement shall be enforceable during the Term as equitable servitudes and constitute covenants and benefits running with the land pursuant to applicable Law, including but not limited to California Civil Code Section 1468.

15.4 Applicable Law and Venue. This Agreement has been executed and delivered in and shall be interpreted, construed, and enforced in accordance with the Laws of the State of California. All rights and obligations of the Parties under this Agreement are to be performed in the City and County of San Francisco, and the City and County of San Francisco shall be the venue for

any legal action or proceeding that may be brought, or arise out of, in connection with or by reason of this Agreement.

15.5 Construction of Agreement. The Parties have mutually negotiated the terms and conditions of this Agreement and its terms and provisions have been reviewed and revised by legal counsel for both the City, SFHA and Developer. Accordingly, no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement. Language in this Agreement shall be construed as a whole and in accordance with its true meaning. The captions of the paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of construction. Each reference in this Agreement to this Agreement or any of the Approvals shall be deemed to refer to this Agreement or the Approvals as amended from time to time pursuant to the provisions of this Agreement, whether or not the particular reference refers to such possible amendment. In the event of a conflict between the provisions of this Agreement and Chapter 56, the provisions of this Agreement will govern and control.

15.6 Project Is a Private Undertaking; No Joint Venture or Partnership. The development proposed to be undertaken by Developer on the Project Site is a private development. The City has no interest in, responsibility for, or duty to third persons concerning any of the improvements on the Project Site, except for existing public right of ways and City-owned utilities, and City funding as described in Exhibit Q, attached hereto. Unless and until portions of the Project Site are dedicated to the City, Developer shall exercise full dominion and control over the Project Site, subject only to the limitations and obligations of Developer contained in this Agreement.

15.6.1. Nothing contained in this Agreement, or in any document executed in connection with this Agreement, shall be construed as creating a

joint venture or partnership between the City and Developer. No Party is acting as the agent of the other Party in any respect hereunder. Developer is not a state or governmental actor with respect to any activity conducted by Developer hereunder.

15.7 Recordation. Pursuant to the Development Agreement Statute and Chapter 56, the Clerk of the Board of Supervisors shall have a copy of this Agreement recorded in the Official Records within ten (10) days after the Effective Date of this Agreement or any amendment thereto, with costs to be borne by Developer.

15.8 Obligations Not Dischargeable in Bankruptcy. Developer's obligations under this Agreement are not dischargeable in bankruptcy.

15.9 Survival. Following expiration of the Term, this Agreement shall be deemed terminated and of no further force and effect except for any provision which, by its express terms, survive the expiration or termination of this Agreement.

15.10 Signature in Counterparts. This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

15.11 Notices. Any notice or communication required or authorized by this Agreement shall be in writing and may be delivered personally or by registered mail, return receipt requested. Notice, whether given by personal delivery or registered mail, shall be deemed to have been given and received upon the actual receipt by any of the addressees designated below as the person to whom notices are to be sent. Either Party to this Agreement may at any time, upon notice to the other Party, designate any other person or address in substitution of the person and address to

which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

To City:

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

with a copy to:

Dennis J. Herrera, Esq.
City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: Real Estate/Finance

To Developer:

with a copy to:

To SFHA:

Housing Authority of the City and County of San Francisco
1815 Egbert Avenue
San Francisco, California 94124
Attn: Acting Executive Director

with a copy to:

Goldfarb & Lipman LLP
1300 Clay Street, 11th Floor
Oakland, California 94612
Attn: Dianne Jackson McLean

15.12 Limitations on Actions. Pursuant to Section 56.19 of the Administrative Code, any decision of the Board of Supervisors made pursuant to Chapter 56 shall be final. Any court action or proceeding to attack, review, set aside, void, or annul any final decision or determination by the Board of Supervisors shall be commenced within ninety (90) days after such decision or determination is final and effective. Any court action or proceeding to attack, review, set aside, void or annul any final decision by (i) the Planning Director made pursuant to Administrative Code Section 56.15(d)(3) or (ii) the Planning Commission pursuant to Administrative Code Section 56.17(e) shall be commenced within ninety (90) days after said decision is final.

15.13 Severability. Except as is otherwise specifically provided for in this Agreement with respect to any Laws which conflict with this Agreement, if any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect unless enforcement of the remaining portions of this Agreement would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

15.14 MacBride Principles. The City urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 *et seq.* The City also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Developer acknowledges that it has read and understands the above statement of the City concerning doing business in Northern Ireland.

15.15 Tropical Hardwood and Virgin Redwood. The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood

product, virgin redwood, or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code.

15.16 Sunshine. Developer understands and agrees that under the City's Sunshine Ordinance (Administrative Code, Chapter 67) and the California Public Records Act (California Government Code Section 250 *et seq.*), this Agreement and any and all records, information, and materials submitted to the City hereunder are public records subject to public disclosure. To the extent that Developer in good faith believes that any financial materials reasonably requested by the City constitutes a trade secret or confidential proprietary information protected from disclosure under the Sunshine Ordinance and other Laws, Developer shall mark any such materials as such. When a City official or employee receives a request for information that has been so marked or designated, the City may request further evidence or explanation from Developer. If the City determines that the information does not constitute a trade secret or proprietary information protected from disclosure, the City shall notify Developer of that conclusion and that the information will be released by a specified date in order to provide Developer an opportunity to obtain a court order prohibiting disclosure.

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

15.18 Non-Liability of Developer Officers and Others. Notwithstanding anything to the contrary in this Agreement, no individual board member, director, officer, employee, official, partner, employee or agent of Developer or any Affiliate of Developer shall be personally liable to

City, its successors and assigns, in the event of any default by Developer, or for any amount which may become due to City, its successors and assign, under this Agreement.

15.19 No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

15.20 SFHA Provisions.

15.20.1 SFHA as Signatory. Developer and the City agree and acknowledge that SFHA is executing this Agreement in its capacity as the fee owner of the Project Site in order to permit the expeditious development of the Project in accordance with this Agreement. Developer and the City further agree and acknowledge that SFHA shall have no obligation to complete or otherwise perform any obligation of Developer under this Agreement, including, but not limited to Developer's obligations under Article 6. As between SFHA and Developer, Developer shall be solely obligated for the performance of all obligations of Developer and for the payment of all costs and expenses of Developer under this Agreement. Developer and the City further acknowledge that this Agreement by SFHA, and constitutes a portion of the consideration to be received by SFHA pursuant to this Agreement.

15.20.2 Indemnity of SFHA. [To be provided]

15.20.3 No Limitation on Discretion of SFHA. [To be provided].

15.20.4 No Limitation of Rights of SFHA. In the event a SFHA Subsequent Document is executed by SFHA, then nothing in this

Agreement, shall be deemed to waive, limit, of otherwise impair the rights and remedies of SFHA pursuant to such SFHA Subsequent Document.

15.20.5 Conflict with Agreement. In the event of any conflict between the provisions of this Section 15.20.5 and any other provision of this Agreement, the terms of this Section 15.20.5 shall control and prevail.

[signatures follow on next page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day
and year first above written.

CITY:

Approved as to form:

CITY AND COUNTY OF SAN
FRANCISCO,
a municipal corporation

DENNIS J. HERRERA, City Attorney

By: _____
John Rahaim
Director of Planning

By: _____
Heidi J. Gewertz, Deputy City Attorney

Approved on _____
Board of Supervisors Ordinance No.

Approved and Agreed:

SFHA:

HOUSING AUTHORITY OF THE CITY
AND COUNTY OF SAN FRANCISCO, a
public body, corporate and politic

Approved as to Form and Legality:

By: _____
Barbara T. Smith, Acting Executive
Director

Dianne Jackson McLean, Goldfarb &
Lipman LLP, Special Counsel to SFHA

By: _____
Olson Lee, Director, Mayor's Office and
Housing and Community Development

DEVELOPER:

[Developer entity]

By: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Francisco)

On _____, before me, _____, a Notary Public, 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 _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Francisco)

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County of San Francisco)

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State of California)
County of San Francisco)

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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 _____

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State of California)
County of San Francisco)

On _____, before me, _____, a Notary Public, 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 _____

EXHIBIT A

PROJECT SITE LEGAL DESCRIPTION

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

Lot 1 of Blocks [6310](#), [6311](#), [6312](#), [6313](#), [6314](#) and [6315](#) Sunnydale Low Rent Housing Project, as the same is shown on map thereof recorded December 30, 1941 in Map Book "O", Page 57, Records of the City and County of San Francisco.

APN: Lot 001; Blocks 6310, 6311, 6312, 6313, 6314 and 6315

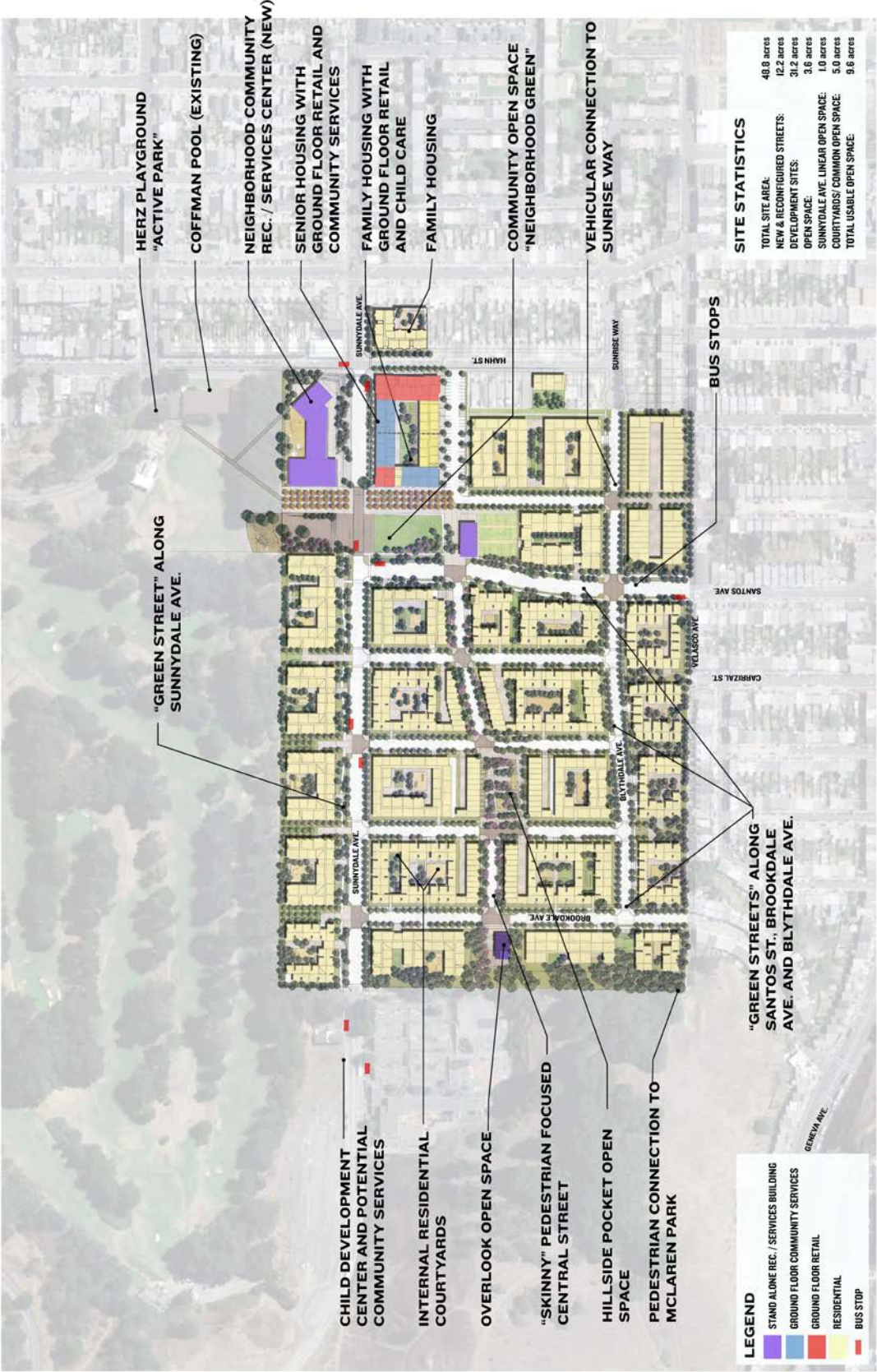
Lots 61 through 68 inclusive, as shown on Map entitled, "Parcel Map being a Subdivision of Lot 57 shown upon that certain Map, recorded in Parcel Map [Book 43, at Page 72](#) on May 13, 1997 also being a Subdivision of Lot 57, Assessor's Block No. 6356 San Francisco, California", filed March 07, 2003 in [Book 45 of Parcel Maps, at Page 130](#), San Francisco County Records.

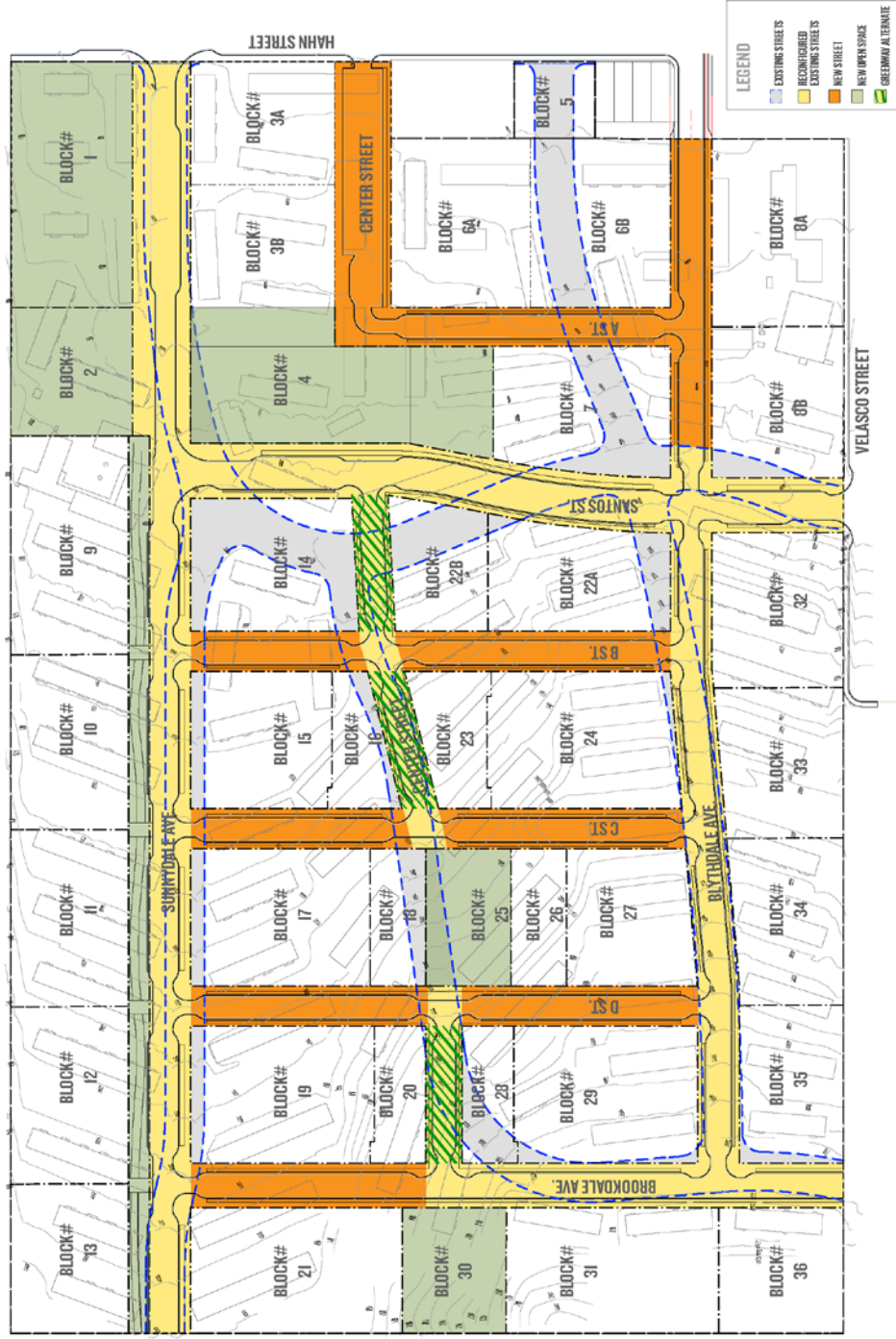
APN: Lots 061 through 068; Block 6356

EXHIBIT B

SITE PLAN

[attached]





SUNNYDALE HOPE SF | NEW AND RECONFIGURED STREETS DIAGRAM + PRELIMINARY PARCEL MAP

SAN FRANCISCO, CA | JUNE 17, 2015 | MERCY HOUSING, THE RELATED COMPANIES OF CALIFORNIA

VAN METER
WILLIAMS
POLLACK

EXHIBIT C

PROJECT DESCRIPTION

The Sunnydale HOPE SF Project is public purpose, master-planned revitalization of the Sunnydale-Velasco public housing site into a new mixed income housing development with new replacement, affordable and market rate housing, streets and utility infrastructure, open spaces and community and retail spaces for the whole Visitacion Valley neighborhood. The current Project Site and buildings are owned and operated by the Housing Authority of the City and County of San Francisco (“**SFHA**”) and contains 775 units of public housing on approximately 50 acres. The Sunnydale HOPE SF Project is under the San Francisco HOPE SF Initiative, a public-private partnership to transform the City’s most distressed and isolated public housing communities into thriving, mixed income, healthy communities for existing residents of public housing, new residents, and the neighborhoods in which they are located.

The Developer, the Mayor’s Office of Housing and Community Development (“**MOHCD**”), and SFHA are committed to providing new high quality replacement housing for all current Sunnydale households. Under the SFHA’s Right to Return Policy and the City’s Right to Revitalized Housing Ordinance, existing Sunnydale households in good standing have the right to a replacement unit.

Master Plan

The master plan for this physical transformation was developed through community planning and design meetings at Sunnydale and the wider Visitacion Valley neighborhood in 2009-2010. Community planning and design meetings have continued since then with development topics such as building design, construction phasing and schedule, and funding. The CEQA and NEPA evaluation of this master plan was completed and approved in 2015 and modified in 2016 and allows:

- New construction of up to 1,770 housing units, including 1,074 replacement and other affordable rental units and 694 market rate units.
- Approximately 12 acres of reconfigured and new streets and utilities, transit-related infrastructure, and accessible paths of travel.
- Approximately 9.6 acres of new open spaces including 3.6 acres in four open space blocks, a 1 acre linear open space on the north side of Sunnydale Avenue, and 5 acres of private open space within the new housing developments.
- Up to 72,000 square feet of neighborhood-serving retail, community services, early childhood learning, after school programs, and other neighborhood amenities.

The FEIR/EIS for the Project approved in July 2015 and modified in June 2016 more fully describes the master plan that was evaluated by the Planning Department and HUD under the CEQA and NEPA criteria.

Project

The Sunnydale HOPE SF Project that is memorialized in this Agreement, the Sunnydale HOPE SF Special Use District, and the Sunnydale Master Development Agreement is within the envelope of the approved master plan and consists of the following highlights:

- ❖ Construction of at least 969 new rent-restricted apartments that will be affordable to existing Sunnydale households (with rents at 30% of household income less utility allowances) and new apartments that will be affordable to households earning up to 60% of Area Median Income (as defined by the California Tax Credit Allocation Committee and regulated and monitored by the City through the Loan Agreement)(“**AMI**”). These affordable units will be constructed on 14 housing sites or blocks throughout the Project Site, including one vacant site located just across the street from the Sunnydale-Velasco site at the southeast corner of Sunnydale Avenue and Hahn Street.
- ❖ Construction of approximately 600 market rate housing units which are planned as for-sale homeownership units located on 22 blocks of varying sizes (with a 5 unit site being the smallest site). MOHCD may subsidize the development of affordable homeownership at some locations.
- ❖ Construction of four new open spaces at Blocks 2, 4, 25 and 30 totaling approximately 3.6 acres that will provide a variety of open space uses for the entire neighborhood, including children play areas, green and plaza spaces for a variety of uses, and spaces for urban agriculture.
- ❖ Construction of 30,000 gross square feet of new neighborhood spaces for local retail businesses, a health and wellness center, community based organizations, an early childhood learning program and other neighborhood amenities. This space will be located on the ground floors of Blocks 3A and 3B, two affordable senior and family developments.
- ❖ Construction of a new community center of approximately 30,000 gross square feet at Block 1 on Sunnydale Avenue and Hahn Streets, adjacent to and complementing the City’s Herz Playground and Coffman Pool. The community center will be designed to provide a neighborhood-wide set of amenities, such as an early childhood learning program, after school program, multi-purpose room, and a gymnasium for sports and recreation. Also adjacent to this center and to Herz will be the new Block 2 open space, which will provide a physical link between Herz Playground and Sunnydale Avenue.

- ❖ Construction of new public rights-of-way following the City's grid pattern that will reconnect the Project Site to the surrounding neighborhood. These new roadways will also include new public utility systems, new sidewalks and street furnishings, and transportation improvements that will increase access to MTA's public transit system. The new streets and water, sewer and electric infrastructure and the transportation improvements will be built per City standards and dedicated to the City.

Project Development Phases

The demolition and construction of the entire Project will occur in 10-11 phases, so that existing households living in the Project Site can be relocated temporarily to on-site vacant units, or permanently and directly to newly constructed replacement units on site.

Households may also be offered the opportunity to move permanently and voluntarily to affordable replacement housing units in other San Francisco neighborhoods. The goals for the phasing and for the resident relocation plans are to minimize the number of moves that existing households will have to make, and to provide a new affordable replacement unit to households as soon as possible, while also mixing the placement of affordable and market rate sites within the overall Project.

The Phasing Plan in Exhibit J describes the requirements for the Developer or its Affiliates to be able to progress from one Phase to the next Phase and the minimum requirements for completion of each component of a Phase of the Project. The following summarizes the desired development for each Phase, pending the availability of City funding for infrastructure and affordable housing development:

Parcel Q infill development:

- a. Development of a half-acre vacant lot into 40-60 units of Affordable Housing¹

Phase 1A-1:

- a. Demolition of 52 existing units and surrounding infrastructure
- b. Construction of Block 6B, approximately 80-85 units of Affordable Housing

Phase 1A-2:

- a. Demolition of 56 existing units and surrounding infrastructure
- b. Construction of Block 6A, approximately 80-85 units of Affordable Housing
- c. Preparation of market rate Block 5 for sale

¹ The term "Affordable Housing" as used throughout means any unit with deed restrictions (or similar use restrictions) for occupancy by households with annual household incomes not exceeding 60% of AMI. Affordable Housing includes Resident Replacement Units and Community Replacement Units.

Phase 1A-3:

- a. Demolition of 80 existing units and surrounding infrastructure
- b. Construction of Block 3A, approximately 80 Affordable Housing units for seniors ages 62 years and older
- c. Construction of Block 3B, approximately 92 Affordable Housing units for families
- d. Construction of 30,000 square feet of ground floor neighborhood serving spaces in Blocks 3A and 3B
- e. Construction of the new community center on Block 1

Phase 1B and 3C:

- a. Demolition of 134 existing units at the 1B development area and at Phase 3C at the west end of the site, plus surrounding infrastructure
- b. Construction of Block 7, approximately 69 Affordable Housing family units

Phase 1C:

- a. Demolition of 24 existing units and surrounding infrastructure
- b. Construction of 100 new Affordable Housing family units in Block 9
- c. Preparation of market rate lots 8A and 8B for sale
- d. Completion of Block 2 and 4 open spaces

Phase 2A:

- a. Demolition of 148 existing units and surrounding infrastructure
- b. Construction of 79 Affordable Housing family units in Block 10
- c. Construction of 54 Affordable Housing family units in Block 15
- d. Preparation of market rate blocks 14, and 16 for sale

Phase 2B:

- a. Demolition of 92 existing units and surrounding infrastructure
- b. Construction of 64-79 new Affordable Housing units in Block 11
- c. Preparation of market rate blocks 17 and 18 for sale
- d. Construction of Block 25 open space

Phase 2C:

- a. Demolition of 101 existing units and surrounding infrastructure
- b. Construction of 66 new Affordable Housing units in Block 19
- c. Preparation of market rate blocks 12, 13, 20, and 23 for sale

Phase 3A:

- a. Demolition of 44 existing units and surrounding infrastructure
- b. Construction of 72 new affordable units in Block 24
- c. Preparation of market rate blocks 22A, 22B, 32 and 33 for sale

Phase 3B:

- a. Demolition of 44 existing units and surrounding infrastructure

- b. Construction of these new Affordable Housing units: 40 units in Block 34 and 37 in Block 35
- c. Preparation of these market rate blocks for sale: 26, 27, 28, 29, 31, and 36

Phase 3C:

- a. Existing units demolished with Phase 1B work above
- b. Preparation of Block 21 market rate lot for sale
- c. Construction of Block 30 Open Space

EXHIBIT D

AFFORDABLE HOUSING PLAN

As described in Recital C of this Agreement, the Project is part of the HOPE SF City initiative. As such, the Project will involve demolition and replacement of public housing units, a vital housing resource to the City that serves extremely low-income individuals and families. It is the City and the Developer's intention to replace all 775 Sunnydale/Velasco public housing units with a combination of newly constructed Resident Replacement Units and Community Replacement Units and to assist those units with Project Based Section 8 or Rental Assistance Demonstration rent subsidies, or other similar and financially feasible Operating Subsidy. In addition to these replacement units, the Project will also include the construction of additional new rent-restricted units for households at or below 60% of Area Median Income (as defined by the California Tax Credit Allocation Committee and regulated and monitored by the City through the Loan Agreement) ("**AMI**") that are not replacement units but are to add to the City's affordable housing stock. It is anticipated that replacement and new Affordable Housing units will be mixed into the Affordable Parcels. Developer will apply to the City for predevelopment and gap funding of the Affordable Housing units as further described in Exhibit O, subject to terms and conditions in applicable Loan Agreement.

It is the intention of the City, the Housing Authority of the City and County of San Francisco ("**SFHA**"), and the Developer to transform the Project from its current condition into a vibrant, mixed-income community that is well-served by City infrastructure and well-connected to City resources and opportunities. The entitlements described in this Agreement, the Sunnydale SUD and the Design Standard Guidelines outline the vision for this revitalization.

The Developer shall comply with the following Affordable Housing Plan:

1. Number, composition and location of Affordable Housing units required in and for the Project:
 - a. At least 775 Resident Replacement Units (on-site or off-site).
 - b. Within the Project, at least 969 total Affordable Housing units, in accordance with the Phasing Plan, on Affordable Parcels. The unit composition of the Affordable Parcels shall be as follows:
 - i. The number of Resident Replacement Units necessary to reach a total unit count of 775 when combined with Resident Replacement Units located off-site.

- ii. The number of Community Replacement Units that, when combined with on-site Resident Replacement Units, achieves a total unit count of 775.
 - iii. At least 194 units, restricted to at or below 60% AMI, as new affordable housing stock in the City.
 - c. Notwithstanding the foregoing, if SFHA is unable to secure the Operating Subsidy necessary to construct some or all of the desired Community Replacement Units, the number of unassisted Affordable Housing units on-site shall increase commensurately to achieve a total of 969 units.
 - d. For the purposes of this section, Resident and Community Replacement Units provided on parcels that are on within current Sunnydale Project Site boundaries as described in the project description and within 1,000 feet of the boundaries of the Project Site shall be considered on-site. Units provided in locations beyond 1,000 feet of the boundaries of the Project Site shall be considered off-site.
2. Phasing of affordable housing units
- a. The City and the Developer intend to pursue an appropriate provision of Market Rate Parcels and Affordable Parcels in developing each Phase, as outlined in the Phasing Plan, to create a mixed income development is as follows:
 - i. Parcels in Q, Phase 1A-1 and 1A-2: 75% affordable, 25% market rate
 - ii. Phase 1A-3: 100% affordable, 0% market rate
 - iii. Phases 1B and 3C: 100% affordable, 0 % market rate
 - iv. Phase 2A: 50% affordable, 50% market rate
 - v. Phase 2B: 33% affordable, 67% market rate
 - vi. Phase 2C: 25% affordable, 75% market rate
 - vii. Phase 3A: 17% affordable, 83% market rate
 - viii. Phase 3B: 28% affordable, 72% market rate
 - ix. Phase 3C: no housing parcels
 - b. Developer and the San Francisco Mayor's Office of Housing and Community Development ("MOHCD") will confer and mutually agree on revising the mix of Affordable Parcel and Market Rate Parcel developments described above if revisions are required due to financing, market conditions, or other factors.
3. Relocation of Existing Households
- a. The provisions around the design, delivery, tenanting, and operations and maintenance of the Resident Replacement Units on-site and off-site must comply with the terms of the MDA, including an approved Relocation Plan, conformance with the City's Right to Return Ordinance, and all other applicable regulatory and funding requirements.

- b. Developer and City acknowledge that Permanent Relocation and Temporary Off-site Relocation in other San Francisco neighborhoods could expedite the development schedule and completion of the revitalization. Nonetheless, Developer will work to minimize off-site relocation.
 - c. Any off-site relocation must have the specific and prior consent of MOHCD.
 - d. All Permanent Relocation will be voluntary. Involuntary permanent displacement of public housing households in good standing is prohibited.
 - e. Given the development Phasing Plan, Developers may request, and existing households may desire, Temporary Off-site Relocation longer than 12 months. Such relocation may proceed in accordance with the Relocation Plan, the City's Right to Return Ordinance, and all applicable state and federal relocation laws.
 - f. The City will collaborate with the Developer to facilitate availability of units within the City affordable housing pipeline with accompanying Operating Subsidies should off-site relocation be necessary to the development of the Project according to the Phasing Plan, or to meet other local, state or federal policy goals or requirements.
 - g. The City shall work with the Developer on strategies for off-site relocation within the City affordable housing pipeline subject to the availability of funds, in conformance with MOHCD's typical lending and underwriting requirements, and upon demonstration of sufficient voluntary demand for such units among existing households. If the preceding requirements are met, the City may fund these developments under the same lending terms that MOHCD is funding on-site housing.
 - h. Developer will provide, to the extent funding is available, services to support voluntary off-site relocation of existing households, such as connecting households with service coordinators and case managers to assist them with the application and the logistics of the move-in process.
4. BMR Units
- a. MOHCD reserves the right to include middle-income (60% - 150% AMI, determined by MOHCD) BMR Units in the development of Market Rate Parcels through the RFP sale process as further described in the MDA.
 - b. In such a case, the required on-site unit percentages and associated requirements will be memorialized in the Market Rate parcel RFP and in a Notice of Special Restrictions to be required on the respective parcel at the time of transfer, and may also be included in the grant deed at transfer. Regulation of these units will follow typical BMR program policies and restrictions through MOHCD.
 - c. Without limiting MOHCD's rights to require BMR Units in some or all of the Market Rate Parcels, the Parties acknowledge and agree that the Project shall

not be subject to any of the affordable housing obligations required by Planning Code Section 415, *et seq.* or any similar affordable/inclusionary housing requirements to which the Project would be subject in the absence of this Agreement.

5. Certain Definitions.

- a. **“Affordable Housing”** means any unit with deed restrictions (or similar use restrictions) for occupancy by households with annual household incomes not exceeding 60% of AMI. Affordable Housing includes Resident Replacement Units and Community Replacement Units.
- b. **“Community Replacement Unit”** means a newly constructed rental unit within the Project Site intended to replace an existing unit within an Affordable Housing Development but that is not necessary for the occupancy of an existing Sunnydale household. Community Replacement Units shall be created to the extent that the Authority provides project-based Operating Subsidy in amounts that allow for their financially feasible construction and operation, as financial feasibility is determined by the Parties. Occupancy of Community Replacement Units shall be income-restricted in accordance with the regulations governing the relevant Operating Subsidy.
- c. **“Operating Subsidy”** means project-based voucher rental assistance pursuant to Section 8(o)(13) of the United States Housing Act of 1937 or successor program; Section 8 project-based assistance pursuant to the Rental Assistance Demonstration Program; or such other permanent project-based subsidy provided by the HUD and distributed through SFHA that allows for the financially feasible construction and operation of Affordable Housing units.
- d. **“Permanent Relocation”** means the relocation of an existing Sunnydale household to a new and permanent residence off-site and which waives the household’s right to return to a new Sunnydale Resident Replacement Unit. Permanent Relocation is triggered if the duration of the off-site residence exceeds 12 months, unless the household waives Permanent Relocation rights and opts to maintain Temporary Off-site Relocation status.
- e. **“Resident Replacement Unit”** means a newly constructed rental unit intended to replace an existing public housing unit for occupancy by an existing Sunnydale household, in accordance with the MDA and applicable ground lease, located either within an Affordable Housing Development or off-site within the City, as a Permanent Relocation Unit voluntarily selected by the existing household in accordance with the Relocation Plan. Resident Replacement Units must be assisted with Operating Subsidy.
- f. **“Temporary Off-site Relocation”** means the temporary move of an existing Sunnydale household to an off-site residence for the purpose of constructing new Resident Replacement Units. Temporary relocation is typically defined

by a term of less than 12 months, but may extend beyond 12 months with the consent of the relocating household. Temporarily relocated households retain a right to return to the on-site Resident Replacement Units.

EXHIBIT E

LIST OF PUBLIC INFRASTRUCTURE IMPROVEMENTS AND COMMUNITY IMPROVEMENTS

Each of the improvements classified below are described in more detail in this Agreement, the Design Standards and Guidelines, and the Master Infrastructure Plan attached to this Agreement as Exhibit P.

Public Infrastructure Improvements: The following Public Infrastructure Improvements (as defined in Section 2.87 of this Agreement) will be dedicated to the City and publicly-accessible:

- Streets
- Sidewalks adjacent to streets and related furniture, fixtures, and equipment
- Landscaping within the public right-of-way including but not limited to street trees on any streets or sidewalks classified as Public Infrastructure Improvements
- Pedestrian safety improvements on any streets or sidewalks classified as Public Infrastructure Improvements
- Bicycle improvements (lanes, sharrows, way-finding, bicycle parking) on any streets or sidewalks classified as Public Infrastructure Improvements
- Transit infrastructure improvements, including bus shelters, transit signals, street signs
- Utility infrastructure, as described in the Master Infrastructure Plan, and including all water, combined sewer, Public Stormwater Management Improvements, street lights, pedestrian lights, and electrical systems to be dedicated to the City
- Any open spaces acquired by the City

Community Improvements: The following Community Improvements will be privately-owned and publicly-accessible per the regulations specified in Exhibit G: Regulations for Access and Maintenance of Public Access Privately-Owned Community Improvements:

- All pedestrian plazas, pathways, and rights of way in the Project that are not specified as Public Infrastructure Improvements

- Bicycle improvements within any parks, plazas, pedestrian pathways, or other pedestrian rights of way that are not specified as Public Infrastructure Improvements
- Block 2 Plaza and Orchard Open Space
- Block 4 Neighborhood Green Open Space
- Block 25 Mid Terrace Open Space
- Block 30 Overlook Open Space
- Sunnydale Linear Open Space
- Childcare Facilities: Childcare Facilities will be established in the Block 1 Community Center (the “**Hub**”) and Block 3 neighborhood-serving space
- Community Facilities: Community Facilities will be established in the Hub and Block 3 neighborhood-serving space

EXHIBIT F

AREA OF PRIVATE MAINTENANCE AND OPERATIONS OBLIGATION MAP



EXHIBIT F: MAINTENANCE AND OPERATIONS OBLIGATION MAP

SAN FRANCISCO, CA | NOVEMBER 02, 2016 | SUNNYDALE HOPE SF PROJECT

EXHIBIT G

REGULATIONS REGARDING ACCESS AND MAINTENANCE OF PRIVATELY-OWNED COMMUNITY IMPROVEMENTS

These Regulations Regarding Access and Maintenance of Privately-Owned Community Improvements (“**Regulations**”) shall govern the use, maintenance, and operation of Privately-Owned Community Improvements. Privately-Owned Community Improvements are the open spaces, community facilities, and those sidewalks, bike paths, and pedestrian paths within the Project that are identified in Exhibit E, List of Public Infrastructure Improvements and Community Improvements.

1. Community Improvements - Full Public Access

- a. The following Community Improvements will have full public access per the terms outlined in this section:
 - i. All pedestrian plazas, pathways, and rights of way in the Project that are not specified as Public Infrastructure Improvements
 - ii. Bicycle improvements within any parks, plazas, pedestrian pathways, or other pedestrian rights of way that are not specified as Public Infrastructure Improvements
 - iii. The Sunnydale Linear Open Space
- b. This section does not pertain to open space Community Improvements, which are defined and outlined in Section 3 of this Exhibit G.
- c. Public Use. Developer, transferee, or successor homeowner’s association shall offer the Privately-Owned Community Improvements for the use, enjoyment and benefit of the public; *provided, however*, that Developer may use the Privately-Owned Community Improvements for temporary construction staging related to adjacent development (during which time the subject Privately-Owned Community Improvements shall not be used by the public) to the extent that such closure is within the public rights of assembly granted under the 1st Amendment and that such construction is in accordance with the Development Agreement, the Basic Approvals, and any Implementing Approvals.
- d. No Discrimination. Developer 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 Community Improvements.
- e. Maintenance Standard. The Privately-Owned Community Improvements shall be operated, managed and maintained in a clean and safe condition (including

- the provision of security features and personnel as necessary for the safety of the community) in accordance with the anticipated and foreseeable use thereof.
- f. Temporary Closure. Developer 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 Privately-Owned Community Improvements to the public from time to time for one of the following two reasons. In each instance, such temporary closure shall continue for as long as Developer reasonably deems necessary to address the circumstances described below:
- i. Emergency. In the event of an emergency or danger to the public health or safety created from whatever cause (including flood, storm, fire, earthquake, explosion, accident, criminal activity, riot, civil disturbances, civil unrest or unlawful assembly), Developer may temporarily close the Privately-Owned Community Improvements (or affected portions thereof) in any manner deemed necessary or desirable to promote public safety, security and the protection of persons and property; or
 - ii. Maintenance and Repairs. Developer may temporarily close the Privately-Owned Community Improvements (or affected portions thereof) in order to make any repairs or perform any maintenance as Developer, in its reasonable discretion, deems necessary or desirable to repair, maintain or operate the Privately-Owned Community Improvements.
- g. Arrest or Removal of Persons. Developer shall have the right (but not the obligation) to use lawful means to effect the arrest or removal of any person or persons who creates a public nuisance, who otherwise violates the applicable rules and regulations, or who commits any crime including, without limitation, infractions or misdemeanors in or around the Privately-Owned Community Improvements.
- h. Project Security during Periods of Non-Access. Developer shall have the right to block entrances to, to install and operate security devices, and to maintain security personnel in and around the Privately-Owned Community Improvements to prevent the entry of persons or vehicles during the time periods when public access to the Privately-Owned Community Improvements or any portion thereof is restricted or not permitted pursuant to this Agreement. Developer's proposal to install permanent architectural features that serve as security devices such as gates and fences shall be subject to Design Review Approval as detailed in this Agreement and the SUD.
- i. Removal of Obstructions. Developer shall have the right to remove and dispose of, in any lawful manner it deems appropriate, any object or thing left or deposited on the Privately-Owned Community Improvements deemed to be an obstruction, interference or restriction of use of the Privately-Owned

Community Improvements for the purposes set forth in this Agreement, including, but not limited to, personal belongings or equipment abandoned in the Privately-Owned Community Improvements during hours when public access is not allowed pursuant to this Agreement.

- j. Temporary Structures. No trailer, tent, shack, or other outbuilding, or structure of a temporary character, shall be used on any portion of the Privately-Owned Community Improvements at any time, either temporarily or permanently; provided, however, that Developer may have temporary structures needed for construction staging (such as construction job trailers) and Developer may approve the use of temporary tents, booths and other structures in connection with Public Events or Special Events.

2. Community Improvements - Partial Public Access

- a. The following Community Improvements will offer services and programs that are available to the public but are designed for, and for which access would only be granted, for specified programmed activities (i.e. classes). As such these improvements shall be considered partial public access. These improvements will be operated and maintained at the discretion of the Developer and/or its transferee, and in accordance with all applicable laws.
 - i. Childcare Facilities. It is anticipated that childcare facilities will be established in the Block 1 Community Center (the “Hub”) and Block 3 neighborhood-serving space.
 - ii. Community Facilities. It is anticipated that community facilities will be established in the Block 1 Community Center (the “Hub”) and Block 3 neighborhood-serving space.

3. Open Space Community Improvements

- a. The following Community Improvement open spaces will have full public access per the terms outlined in this section:
 - i. Block 2 Plaza and Orchard Open Space
 - ii. Block 4 Neighborhood Green Open Space
 - iii. Block 25 Mid Terrace Open Space
 - iv. Block 30 Overlook Open Space
- b. Hours of Operation. The open spaces shall be open and accessible to the public from 5am to Midnight, seven days per week, unless reduced hours are approved by the Recreation and Park Commission or otherwise expressly provided for in this Agreement (including, without limitation, Temporary Closure and Restricted Access Events sections of these Regulations). No person shall enter, remain, stay or loiter in the open spaces when the open spaces are closed to the public, except persons authorized in conjunction with a public event reservation, special

events, or other temporary closure, or authorized service and maintenance personnel.

- c. Allowed Activities. Passive recreation, active recreation, picnics, and public events.
- d. Prohibited Activities:
 - i. Camping or sleeping when park is closed;
 - ii. Smoking;
 - iii. Alcohol consumption/open containers, unless associated with a public event at a reserved facility and within a designated area;
 - iv. Climbing or affixing items to trees or park furniture;
 - v. Amplified sound unless associated with a public event at a reserved facility and within a designated area;
 - vi. Off-leash dogs except designated areas;
 - vii. Disorderly conduct, as defined in section 4.01 of the SF Municipal Code;
 - viii. Peddling and vending merchandise without SF permit or other authorization;
 - ix. Fires and cooking unless in designated BBQ area;
 - x. Temporary structures;
 - xi. Littering or dumping of waste;
 - xii. Graffiti or destruction of property;
 - xiii. Removal of plants, soil, park furniture or other facilities of the open space.
- e. Reservations for Public Events. The public shall have the right to reserve individual facilities within the open space, including picnic tables, sites for weddings, gatherings, or other community events, and sport fields. During such events, public access to other, unreserved facilities within the open space shall not be restricted.
 - i. Reservations shall be required for gatherings of 25 or more people, notwithstanding public rights of assembly granted under the 1st Amendment.
 - ii. No reservation shall exceed 24 hours; no individual facility shall be reserved more than 50% of all weekend days in a calendar year, and reservations shall be reasonably distributed throughout the year to allow use of the facilities on a first-come, first-served basis.
 - iii. Manager shall ensure the reservation holder will comply with applicable city regulations for waste reduction, recycling and composting.
 - iv. Manager shall have the right to request reasonable fees, commensurate with the fees required for similar facilities by the San Francisco Recreation and Parks Department ("RPD").
 - v. Procedures and fees for the reservation of facilities in the open space shall be reviewed by the RPD and approved by the City Attorney.

- vi. Up-to-date information about the reservation of facilities and fees shall be available online.
- vii. Manager shall endeavor to coordinate provision of information about the reservation of facilities with RPD.
- f. Restricted Access Events. Closure of the entire open space for restricted access events, or “special events,” shall not exceed eight (8) single day (24-hour) events spread throughout the calendar year.
- g. Dogs. Dogs must be on leash, except in designated off-leash areas. Dog walkers are responsible for removing dog waste. Dog walkers are limited to eight dogs.
- h. Signs. Manager shall post signs at major public entrances and other key locations (such as public restrooms or structures), setting forth applicable regulations, including, hours of operation, prohibited activities, and contact information for security, repairs, and reservations.
- i. No Discrimination. Manager 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 open space.
- j. Arrest or Removal of Persons. Open space managers shall have the right (but not the obligation) to use lawful means to effect the arrest or removal of any individuals who create a public nuisance, who engage in Prohibited Activities, or who commits any crime including, without limitation, infractions or misdemeanors in or around the open space.
- k. Temporary Closure. Manager 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 open space to the public from time to time for one of the following two reasons. In each instance, such temporary closure shall continue for as long as manager reasonably deems necessary to address the circumstances described below.
 - i. In the event of a closure in excess of one week, the manager shall inform the Planning Director and General Manager of the Recreation and Park Department, who shall determine if the extended closure is warranted or would constitute a violation of required public access.
 - ii. Emergency. In the event of an emergency or danger to the public health or safety created from whatever cause (including flood, storm, fire, earthquake, explosion, accident, criminal activity, riot, civil disturbances, civil unrest or unlawful assembly), manager may temporarily close the open space (or affected portions thereof) in any manner deemed necessary or desirable to promote public safety, security and the protection of persons and property; or

- iii. Maintenance and Repairs. Manager may temporarily close the open space (or affected portions thereof) in order to make any repairs or perform any maintenance as manager, in its reasonable discretion, deems necessary or desirable to repair, maintain or operate open space.
 - 1. Manager shall post notices within the open space a minimum of 72 hours prior to a planned closure for maintenance and repairs. Manager shall post signs within 24 hours of a closure for unplanned maintenance and repairs. Signs shall explain the nature and duration of the closure and provide appropriate contact information.
- l. Maintenance Standard. The open spaces shall be maintained in accordance with the Recreation and Park Department park maintenance standards set forth in Proposition C and the Park Code or any successor standard that may be established by law for the maintenance of parks that are accessible to the public.
- m. Changes to Open Space Regulations.
 - i. It is anticipated that certain open spaces may be more appropriately operated using an amended set of regulations from those outlined in this section. Amendments may include limited operating hours and limitations on special events in order to maintain safety and to be considerate of neighboring residences.
 - ii. If the Developer desires to amend any of these regulations for a public open space, the Developer and/or its transferee shall state the requested amended terms in the Development Phase Application that contains the open space. Requested amendments shall be reviewed by RPD and Planning and approved by Planning as part of the Development Phase Approval.

EXHIBIT H

IMPACT FEES AND EXACTIONS

Impact Fees and Exactions shall mean any fees, contributions, special taxes, exactions, impositions and dedications charged by the City in connection with the development of Projects under the Existing Standards as of the Effective Date, including but not limited to transportation and transit fees, child care requirements or in-lieu fees, housing (including affordable housing) requirements or fees, dedication or reservation requirements, and obligations for on-or off-site improvements, as more particularly described in this Exhibit H.

Impact Fees and Exactions shall not include Mitigation Measures, Processing Fees, permit and application fees, taxes or special assessments, and SFPUC Capacity Charges and any fees, taxes, assessments impositions imposed by Non-City Agencies, all of which shall be due and payable by Developer as and when due in accordance with applicable Laws.

Table 1. Applicable Impact Fees and Exactions

Fee/Exaction	Authority	Applicability		
		Affordable Housing Units	Market Rate Units	Commercial/Retail Uses
Visitation Valley Community Facilities and Infrastructure Fee	S.F. Plan. Code §420; §406(b)1	No	Yes	No
School Impact Fee	Cal. Educ. Code §17620(b) Cal. Gov. Code §65995(b)	Yes, but subject to credit	Yes	No
Transportation Sustainability Fee	S.F. Plan. Code §411A; §406B(3)	No	No	No
Citywide Child Care Fee	S.F. Plan. Code §414A; §406(b)1; §420 / §423	No	No	No

Street Tree In-Lieu Fee	S.F. PWC §802; §806(d)(4)	No	No	No
Bicycle Parking In-Lieu Fee	S.F. Plan. Code §430	No	No	No

General Terms

- Generally. The Project shall only be subject to the Impact Fees and Exactions as set forth in this Exhibit H, and the City shall not impose any new Impact Fees and Exactions on the development of the Project or impose new conditions or requirements for the right to develop the Project (including required contributions of land, public amenities or services) except as set forth in this Agreement.
- Impact Fees and Exactions.
 - Developer and/or its Transferees shall pay all applicable Impact Fees and Exactions outlined in this Agreement that are in effect, on a City-Wide basis, at the time that Developer and/or its Transferees applies for or obtains, as applicable, a permit, authorization or approval in connection therewith.
 - After the Effective Date, except as set forth in this Exhibit H, no new categories of Impact Fees and Exactions (nor expansion of the application of same due to changes in exceptions or definitions of covered uses thereto) shall apply to the development of the Project's Development Phases.
 - Any substitute Impact Fees and Exactions that amend or replace the Impact Fees and Exactions in effect on the Effective Date shall not be considered new categories of Impact Fees and Exactions except to the extent that they expand the scope of the existing Impact Fees and Exactions. In other words, if the City amends or replaces Impact Fees and Exactions during the Term to both increase the rates and expand the scope of application (i.e., apply the Impact Fees and Exactions to a use that was not previously subject to that Impact Fees and Exactions), then the increase in rates (including the methodology for calculation of those rates) would apply to the Development Phases but the portion of the fee associated with the expanded scope would not apply to the Development Phases.
 - Per section 7.3.1(j) of this Agreement, while the City may not impose new or increase the scope of any Impact Fees and Exactions beyond those set forth in this Exhibit H, the Developer shall be responsible for the built-in fee escalators based on CPI that may be included in any Impact Fees and Exaction applied to the Project. All impact fees in this Exhibit H shall be subject to annual development fee infrastructure construction cost inflation adjustments as set forth in Planning Code Section 409(b).

- Processing Fees. For three (3) years following the Effective Date, as may be extended by the number of days in any extension of the Term under Section 3.2, Processing Fees for the Development Phases shall be limited to the Processing Fees in effect, on a City-Wide basis, as of the Effective Date (provided that to the extent Processing Fees are based on time and materials costs, such fees may be calculated based on the schedule for time and materials costs in effect on the date the work is performed by the City). Thereafter, Processing Fees for the Development Phases shall be limited to the Processing Fees in effect, on a City-Wide basis, at the time that Developer applies for the permit or approval for which such Processing Fee is payable in connection with the applicable portion of the Development Phase.
- Notwithstanding anything to the contrary above, Developer shall be responsible for the payment of the following fees and charges, if and to the extent applicable: (i) all Impact Fees and Exactions for future development on the Project, in effect at the time of assessment as included in this Exhibit H, and (ii) the SFPUC water capacity charges and connection fees, and wastewater capacity charges and connection fees, in effect at the time of assessment.
- Affordable Housing units. Every Affordable Housing unit is exempt from the Impact Fees and Exactions as specified in Table 1. This includes any Affordable Housing unit, or BMR Unit within a Market Rate building.
- Market Rate Units. Market Rate units are subject to the Impact Fees and Exactions as specified in Table 1. Market Rate unit Impact Fees and Exactions must be paid in full and may not be credited in-kind.
- Other Uses. Retail, commercial and community facility uses are subject to impact fees as specified in Table 1.
- Section 415 Applicability. Without limiting the San Francisco Mayor's Office of Housing and Community Development ("MOHCD") rights to require BMR Units in some or all of the Market Rate Parcels, the Parties acknowledge and agree that the Project shall not be subject to any of the Affordable Housing obligations required by Planning Code Section 415, et seq. or any similar affordable/inclusionary housing requirements to which the Project would be subject in the absence of this Agreement.

Description of Applicable Impact Fees and Exactions

- Visitacion Valley Community Facilities and Infrastructure Fee: This fee is applicable as specified in Table 1 and will be collected as outlined in the referenced government code. This fee shall apply to Market Rate units developed in the Project.
- School Impact Fee: This fee is applicable as specified in Table 1 and will be collected as outlined in the referenced government code. This fee shall apply to all residential square footage created in the Project, but the Project will receive a credit of the fees due for any replacement of existing public housing units that already exist on site

(and thus are already served by the San Francisco Unified School District (“**SFUSD**”)) that are provided in the new residential square footage. The replacement public housing units will be designated in applicable building permit applications and on the building permit set, and if necessary, confirmed to San Francisco Department of Building Inspection and SFUSD in writing by MOHCD.

- Transportation Sustainability Fee: Per Planning Code (Sec. 406b) the Transportation Sustainability Fee is waived for the entire Project, including all Project housing units and commercial/retail uses.
- Citywide Child Care Fee: Consistent with Planning Code (Sec. 406b) and per this Agreement, Affordable Housing and Market Rate (including BMR Units) units and commercial/retail uses are exempt from this fee.
- Bicycle Parking In-Lieu Fee: Due to the in-kind provision of Class 2 bicycle parking in the Project, this fee is waived for the entire Project, including all Project housing units and commercial/retail uses.
- Street Trees In-Lieu Fee: Due to the in-kind provision of street trees in the Project, this fee is waived for the entire Project, including all Project housing units and commercial/retail uses.

EXHIBIT I

WORKFORCE AGREEMENT MOU

EXHIBIT J
PHASING PLAN

4. Phase Development

- a. Each of the forty one (41) development blocks (consisting of a varying number of building and open space parcels) may be developed either by Developer, its transferee, or a Market Rate Parcel developer subject to the design controls in the Sunnydale SUD and Design Standards and Guidelines (the “**DSG**”).
- b. Each block or selection of blocks will be submitted to Planning for review as part of a Development Phase Application as further outlined in Exhibit K and for Design Review as outlined in the Sunnydale SUD.
- c. Notwithstanding the requirements outlined in this Phasing Plan Exhibit, the Parties acknowledge that Developer shall have flexibility in the order and timing of the proposed development included in the Project.
- d. The Parties intend to pursue an appropriate provision of Market Rate Parcels and Affordable Parcels within each Development Phase as further described in Exhibit D Affordable Housing Plan. Each block and collection of blocks comprising a Development Phase will also include the associated required improvements listed in Table 1.
- e. With each Development Phase Application, the Developer must demonstrate incremental provision of Community Improvements according to Table 1 such that Community Improvements are provided in general proportionality to housing development.
- f. The required order of Phase development is as follows:
 - i. Phase 1 will consist of Block Q at a minimum.
 - ii. Phase 2 will consist of Blocks 6B and 6A (if not already included in Phase 1) and may consist of additional blocks at the Developer’s election, subject to the availability of financing.
 - iii. All remaining blocks (“**Subsequent Blocks**”) may be grouped into development phases (“**Subsequent Phases**”) at Developer’s election, subject to the availability of financing.
- g. Each Phase (Phase 1, Phase 2, and all Subsequent Phases) may be granted Development Phase Approval and Implementing Approvals while components of prior Phases are still in progress (have not yet been substantially completed, determined Complete and/or received Certificates of Occupancy), provided that prior phases have received Development Phase Approval as stipulated in Exhibit K.

- h. The Developer may begin construction of a subsequent Phase while components of a prior Phase are still in progress (have not yet been substantially completed, determined Complete and/or received Certificates of Occupancy). However, the Developer must Complete (as defined in this Agreement) the Community Improvements and the Affordable Housing units in the prior Phase (Public Infrastructure Improvements shall be substantially complete but do not need to be determined Complete) before receiving any Final Certificates of Occupancy for the subsequent Phase. This requirement may be waived on a phase-by-phase basis at the discretion of the Director of the San Francisco Mayor's Office of Housing and Community Development ("**MOHCD**") with mutual consent by the Planning Director.
- i. Certificates of Occupancy will be granted pursuant to the requirements outlined in the City's Municipal Code and Subdivision Code, which may require certain Public Infrastructure Improvements to be substantially complete prior to issuance.
- j. There are no required dates before which any Phase must commence or be completed. However, the Developer is required to submit Development Phase Applications for all Phases that have received predevelopment funding commitments from MOHCD within 12 months of receiving such funding commitments.
- k. All Development Phase Applications and Implementing Approvals must be completed within the term (as may be amended) of this Development Agreement.

5. CEQA Mitigation Measures

- a. All CEQA mitigations applicable to each phase must be delivered in accordance with the Mitigation Monitoring and Reporting Program ("**MMRP**") as attached in Exhibit L, and any subsequent findings or amendments, as modified through this Development Agreement.

6. Community Improvements and Public Infrastructure Improvements

- a. Each improvement listed in this Phasing Plan must be implemented in accordance with the guidelines set forth below. Descriptions of each improvement are available in the following documents: (i) DSG; (ii) the joint final Environmental Impact Report/Environmental Impact Statement prepared for the Project and more particularly described in Recital K of this Agreement ("**FEIR/EIS**"); (iii) the Master Infrastructure Plan as attached in Exhibit P ("**MIP**"); (iv) the Transportation Demand Management Plan as attached in Exhibit M ("**TDM Plan**").

b. Transportation and Infrastructure.

- i. The public right-of-way segments and infrastructure improvements required to be developed with each parcel or set of parcels are listed in Table 1 and shown in Plan 1. For each of the road segments in Table 1, the Developer must construct all applicable improvements described in the DSG, EIR, and MIP, in compliance with all applicable City laws, codes, and regulations in effect as of the date any application is submitted, including water and combined sewer system; power conveyance; road grading and surfacing; sidewalk construction, including the installation of furnishing and landscaping; Public Stormwater Management Improvements; traffic and pedestrian signs and signals; transportation improvements; traffic calming improvements; and the roadway intersections connecting any two constructed segments.
 1. Proposed roadways that are longer than 150 feet must accommodate fire truck access and turn-around either through a temporary T-intersection or via connection to another public right-of-way.
 2. New utilities must be stubbed out to the far side of any new roadway or intersection to accommodate future connections without disrupting the new roadways or streetscape improvements.
 3. If a street segment is constructed that intersects with another new street segment then the connecting intersection must be included in that Phase.
- ii. The Developer will design and install new Public Infrastructure Improvements in advance of or to match the construction buildout phasing of the Project. Developer must construct the Public Infrastructure Improvements that are required to serve the blocks and must functionally connect the Public Infrastructure Improvements to adjacent infrastructure systems before any buildings served by those improvements may receive a Temporary Certificate of Occupancy (“TCO”). This is consistent with the City’s standard requirements for issuance of a TCO. The extent of the proposed Public Infrastructure Improvements within each block shall be based on an “adjacency” principle. Adjacency, or adjacent infrastructure, refers to infrastructure which is near to and may share a common border or end point with a block but may not be immediately adjoining or contiguous with a block, and represents the minimum necessary to serve the block.

- iii. The Public Infrastructure Improvements required for successive blocks will connect to the existing infrastructure systems as close to the edge of the proposed block as possible with permanent and/or temporary systems while maintaining the integrity of the existing system for the remainder of the Project Site.
 - iv. Service and public access must be maintained for all Existing Uses on the Project Site. The Developer is responsible for providing temporary infrastructure or retaining the existing infrastructure that is necessary to provide functional service to any Development Phase, or any occupied pre-existing Project Site residence, including utilities and street access, prior to full build out. The City is not obligated to accept as complete or operate temporary infrastructure.
- c. Transportation Demand Management. The TDM Plan, includes timing requirements for certain improvements, programs, and milestones. The Project must meet or exceed these timing requirements.
- d. Open Space. The following open spaces must be determined Complete per the following criteria:
 - i. The open spaces on block 2 and block 4 must be determined Complete before more than 646 Affordable Housing units (or two-thirds of the required total) may receive Temporary Certificates of Occupancy;
 - ii. The open space on block 25 must be determined Complete before the Project's final 969th Affordable Housing unit receives its Temporary Certificate of Occupancy.
 - iii. The open space on block 30 must be determined Complete before the Project's final 969th Affordable Housing unit receives its Temporary Certificate of Occupancy.
 - iv. The open spaces listed above (blocks 2, 4, 25, 30) shall be included in a Development Phase Application. Each open space design will be reviewed and approved by the Planning Department as part of the Design Review process as outlined in the Sunnydale SUD and Exhibit K.
 - v. All open spaces, along with any supporting public rights-of-way and infrastructure, must be completed with the development blocks as specified in Table 1.
 - vi. The Sunnydale DSG outlines certain potential open space improvements that are not required elements of the Project, such as improvements to RPD's Herz Playground or McLaren Park, and may or may not be completed. If any of these potential open space

improvements are constructed by the Developer then they are to be submitted for review as part of a Development Phase Application.

- e. Community and Childcare Facilities. The community and childcare facilities included in the Project will replace and/or exceed the capacity of existing facilities currently operating on the Project Site. In addition to the phasing outlined in Table 1, new community and childcare facilities planned for blocks 1 and 3 are to be completed prior to the demolition or closure of existing corresponding facilities operating on the Project Site (i.e. a new childcare facility must be substantially complete such that it is ready for operation before the existing on-site childcare center is demolished). Additionally, in no case can existing occupied housing units be demolished for Community and Childcare Facilities until such units are rebuilt.

7. Stormwater Management Improvements

- a. At all phases of development, the Developer must provide functioning and adequate Public Stormwater Management Improvements and Private Stormwater Management Controls in compliance with SFPUC post-construction stormwater management requirements, the Stormwater Design Guidelines, and the requirements and compliance standards outlined in the Sunnydale MIP.

8. Community Improvements and Public Infrastructure Improvements to be Developed with Each Block

- a. The Developer shall construct the following Community Improvements and Public Infrastructure Improvements with each block as specified in Table 1. For the purposes of this Table 1, the term “segment” shall mean the new public right-of-way and associated Public Infrastructure Improvements, as outlined in the Transportation and Infrastructure section of this Exhibit.
- b. Development blocks are listed in anticipated order of development within the Project. For those street segments that may be completed with multiple development blocks, the Developer must develop the identified street segments with the first block to be developed.

Table 1.

Block	Community Improvement and/or Public Infrastructure Improvements
Q	▪ None
6B	▪ Adjacent segment of new Blythdale and A Streets

Block	Community Improvement and/or Public Infrastructure Improvements
	<ul style="list-style-type: none"> ▪ Connection of new Blythdale to Sunrise Way
6A	<ul style="list-style-type: none"> ▪ Adjacent street segments of A Street and Center Street
5	<ul style="list-style-type: none"> ▪ None
3A	<ul style="list-style-type: none"> ▪ Adjacent street segment of Sunnydale Ave and/or Center Street
3B	<ul style="list-style-type: none"> ▪ Adjacent street segment of Sunnydale Ave and/or Center Street
1 (community center)	<ul style="list-style-type: none"> ▪ Adjacent street segment of Sunnydale Ave
2 (open space)	<ul style="list-style-type: none"> ▪ Adjacent street segment of Sunnydale Ave ▪ Block 2 must be completed prior to the issuance of Temporary Certificates of Occupancy for the 647th Affordable Housing unit
4 (open space)	<ul style="list-style-type: none"> ▪ Adjacent street segment of Sunnydale Ave, Santos Streets, Center and A Street ▪ Block 4 must be completed prior to the issuance of Temporary Certificates of Occupancy for the 647th Affordable Housing unit
7	<ul style="list-style-type: none"> ▪ Adjacent street segments of Santos, Blythdale, and A Streets
8A	<ul style="list-style-type: none"> ▪ Adjacent street segment of Blythdale Streets
8B	<ul style="list-style-type: none"> ▪ Adjacent street segment of Santos and Blythdale Streets
9	<ul style="list-style-type: none"> ▪ Adjacent segment of Sunnydale Ave including portion of Sunnydale Linear Open Space
14	<ul style="list-style-type: none"> ▪ Adjacent segment of Sunnydale Ave including portion of Sunnydale Linear Open Space ▪ Adjacent segments of new B, Santos and Center Streets
10	<ul style="list-style-type: none"> ▪ Adjacent segment of Sunnydale Ave including portion of Sunnydale Linear Open Space
15	<ul style="list-style-type: none"> ▪ Adjacent segment of Sunnydale Ave including portion of Sunnydale Linear Open Space ▪ Adjacent new segments of new B, C and Center Streets
16	<ul style="list-style-type: none"> ▪ Adjacent new segments of new Center, B and C Streets
22B	<ul style="list-style-type: none"> ▪ Adjacent segments of new B, Santos and Center Streets
11	<ul style="list-style-type: none"> ▪ Adjacent segment of Sunnydale Ave including portion of Sunnydale Linear Open Space

Block	Community Improvement and/or Public Infrastructure Improvements
17	<ul style="list-style-type: none"> ▪ Adjacent segment of Sunnydale Ave including portion of Sunnydale Linear Open Space ▪ Adjacent segments of new C and D Streets
18	<ul style="list-style-type: none"> ▪ Adjacent segments of new C and D Streets
12	<ul style="list-style-type: none"> ▪ Adjacent segment of Sunnydale Ave including portion of Sunnydale Linear Open Space
13	<ul style="list-style-type: none"> ▪ Adjacent segment of Sunnydale Ave including portion of Sunnydale Linear Open Space and Gateway to McLaren Park
19	<ul style="list-style-type: none"> ▪ Adjacent segments of new Brookdale, D, and Sunnydale Ave
20	<ul style="list-style-type: none"> ▪ Adjacent segments of new Brookdale, D, and Center Streets or Greenway Alternative for Center Street
22A	<ul style="list-style-type: none"> ▪ Adjacent segments of new B, Santos, and Blythdale Streets
23	<ul style="list-style-type: none"> ▪ Adjacent segments of new B, C, and Center Streets
24	<ul style="list-style-type: none"> ▪ Adjacent segments of new B, C, and Blythdale Streets
33	<ul style="list-style-type: none"> ▪ Adjacent segment of new Blythdale Streets
32	<ul style="list-style-type: none"> ▪ Adjacent segments of new Blythdale and Santos Streets
25 (open space)	<ul style="list-style-type: none"> ▪ Adjacent segments of new D and C Streets ▪ Block 25 must be completed before the Project's final 969th Affordable Housing unit receives its Temporary Certificate of Occupancy.
26	<ul style="list-style-type: none"> ▪ Adjacent segments of new D and C Streets
27	<ul style="list-style-type: none"> ▪ Adjacent segments of new D, C, and Blythdale Streets
34	<ul style="list-style-type: none"> ▪ Adjacent segment of new Blythdale Street
28	<ul style="list-style-type: none"> ▪ Adjacent segments of new Brookdale, D, and Center Streets or Greenway Alternative for Center Street
29	<ul style="list-style-type: none"> ▪ Adjacent segments of new Brookdale, D, and Blythdale Streets
35	<ul style="list-style-type: none"> ▪ Adjacent segments of new Brookdale and Blythdale Streets
31	<ul style="list-style-type: none"> ▪ Adjacent segment of new Brookdale Street
36	<ul style="list-style-type: none"> ▪ Adjacent segment of new Brookdale Street
21	<ul style="list-style-type: none"> ▪ Adjacent segments of new Brookdale Street and Sunnydale Ave ▪ Block 30 Overlook Open Space must be completed before issuance of a

Block	Community Improvement and/or Public Infrastructure Improvements
	Temporary Certificate of Occupancy for Block 21
30 (open space)	<ul style="list-style-type: none"> ▪ Adjacent segment of new Brookdale Street ▪ Block 30 must be completed before the Project's final 969th Affordable Housing unit receives its Temporary Certificate of Occupancy

Plan 1. *[see following page]*

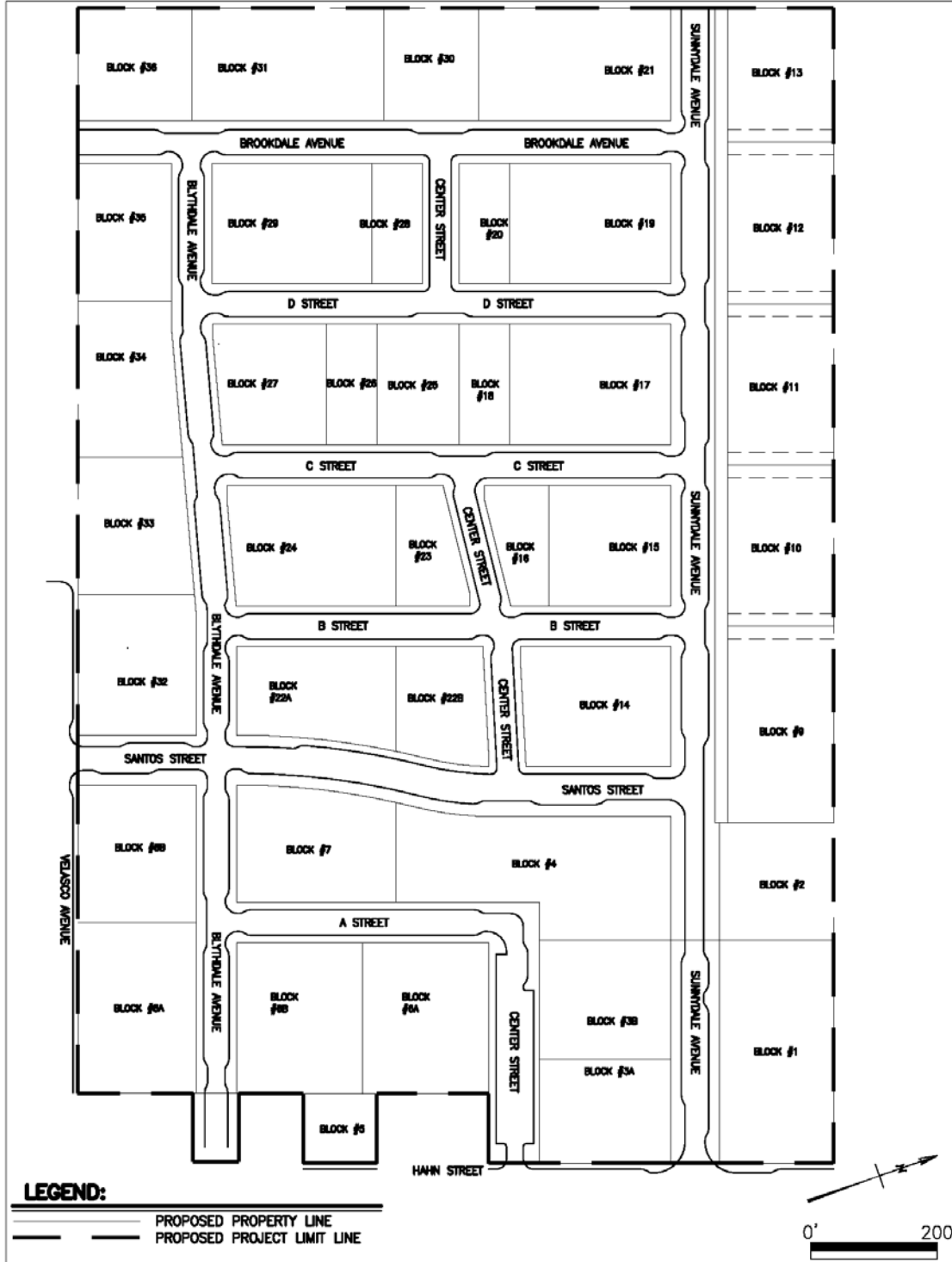


EXHIBIT K

PROJECT DEVELOPMENT AND PHASE APPLICATIONS

1. Development Rights. As set forth in Section 2.1 of this Development Agreement (the “**Agreement**”), Developer shall have the vested right to develop the Project Site in accordance with and subject to the provisions of the Agreement, the Approvals, and any Implementing Approvals, and the City shall process all Implementing Approvals related to development of the Project Site in accordance with and subject to the provisions of the Agreement. Developer agrees that all improvements it constructs on the Project Site shall be done in accordance with the Agreement, the Approvals, and any Implementing Approvals, and in accordance with all applicable laws.
2. Compliance with CEQA. As set forth in Recital K of the Agreement, the Parties acknowledge that the FEIR/EIS prepared for the Project with the accompanying Addenda complies with CEQA. The Parties further acknowledge that (i) the FEIR/EIS and CEQA Findings contain a thorough analysis of the Project and possible alternatives to the Project, (ii) the Mitigation Measures have been adopted to eliminate or reduce to an acceptable level certain adverse environmental impacts of the Project, and (iii) the Board of Supervisors adopted a statement of overriding considerations in connection with the Project approvals, pursuant to CEQA Guidelines section 15093, for those significant impacts that could not be mitigated to a less than significant level. For these reasons, the City does not intend to conduct any further environmental review or mitigation under CEQA for any aspect of the Project vested by the Agreement, as more particularly described by the Approvals, except as may be required by applicable law in taking future discretionary actions relating to the Project.
3. Vested Rights; Permitted Uses and Density; Building Envelope. By approving the Approvals, the City has made a policy decision that the Project, as currently described and defined in the Approvals, is in the best interest of the City and promotes the public health, safety and general welfare. Accordingly, the City in granting the Approvals and vesting them through the Agreement is limiting its future discretion with respect to Project approvals that are consistent with the Approvals. Consequently, the City shall not use its discretionary authority in considering any application for an Implementing Approval to change the policy decisions reflected by the Approvals or otherwise to prevent or to delay development of the Project as set forth in the Approvals. Instead, Implementing Approvals that substantially conform to or implement the Approvals, subsequent Development Phase (as defined in Section 4(a)) Approvals, and subsequent Design

Review Approvals (as defined in Section 4(d) below) shall be issued by the City so long as they substantially comply with and conform to the Agreement, the Approvals, the Design Standards and Guidelines (the “**DSG**”) and the Master Infrastructure Plan as attached in Exhibit P to the Agreement, as applicable. Nothing in the foregoing shall impact or limit the City’s discretion with respect to (i) Implementing Approvals that seek a Material Change to the Approvals, (ii) Board of Supervisor approvals of subdivision maps, as required by law, or (iii) requests for approval that may materially impair, alter or decrease the scope and economic benefit of the Community Improvements described in the Sunnydale Plan Documents related to the Sunnydale Project and the Agreement.

Each Approval or Implementing Approval shall remain in effect during the Term of the Agreement. Notwithstanding anything to the contrary above, each street improvement, building, grading, demolition or similar permit shall expire at the time specified in the permit or the applicable public improvement agreement approved under the City’s Subdivision Code, with extensions as normally allowed under the Uniform Codes or as set forth in such public improvement agreement.

4. Development of the Project.

a. Development Phases. The Project shall be built in phases (“**Development Phases**”) in the manner described in the Phasing Plan in Exhibit J. The Parties currently anticipate that the Project will be constructed in Development Phases over approximately 10-20 years. Notwithstanding the general requirements for implementation of the Development Phases included in the Phasing Plan attached hereto as Exhibit J, the Parties acknowledge that for all phases, the Developer cannot guarantee the exact timing in which Development Phases will be constructed, whether certain development will be constructed at all, or the characteristics of each Development Phase (including without limitation the number of units constructed during each Development Phase and the parcels included within each Development Phase). Such decisions depend on numerous factors that are not wholly within the control of Developer or the City, such as market absorption and demand, interest rates, availability of project financing, public affordable housing financing resources, competition, and other similar factors. To the extent permitted by the Agreement, including those general requirements for implementation of the Development Phases as such restrictions are provided in the Phasing Plan, Developer shall have the right to develop the Project in Development Phases in such order and time, and with such characteristics as Developer requests, as determined by Developer

in the exercise of its subjective business judgment, but subject to the City's approval of each Development Phase, which approval shall not be unreasonably withheld, conditioned, or delayed.

b. Phasing Plan. The Community Improvements and certain Public Infrastructure Improvements to be constructed by Developer are listed in the Phasing Plan (Exhibit J to the Agreement) and are approved by the Approvals. The Phasing Plan reflects the Parties' mutual acknowledgement that certain controls shall guide the development of the Project and the phased provision of Affordable Housing, Market Rate parcel pads, Community Improvements, Public Infrastructure Improvements, and other Project elements. The Affordable Housing Plan, as provided in Exhibit D, defines certain controls for the phased production of affordable housing units to satisfy the Developer's obligation to provide a minimum of 969 affordable housing units in the Project. The Parties acknowledge and agree that the City cannot disproportionately burden a Development Phase in violation of the Phasing Plan. The Parties acknowledge that certain infrastructure or utility improvements may be required at an early stage of development in accordance with operational or system needs and the City may reasonably request Developer to advance certain Public Infrastructure Improvements at such earlier stage in order for efficiency and cost effectiveness. The Parties shall cooperate in good faith to amend the Developer's originally proposed Development Phase Application if needed to advance such improvements and to delay other improvements while maintaining the basic principles outlined in the Phasing Plan.

c. Development Phase Application Review and Approval.

At most (6) six months prior to submitting any Development Phase Application to the Planning Department for review, the Developer shall conduct a minimum of one pre-application meeting. The meeting shall be conducted at, or within a one-mile radius of, the Project Site, but otherwise subject to the Planning Department's pre-application meeting procedures. A Planning Department representative shall attend such meeting.

Prior to the commencement of each Development Phase, Developer shall submit to the Planning Department an application (a "**Development Phase Application**") in substantial conformance with the checklist attached hereto as Attachment 2. A detailed overview of the Development Phase Application process and required application content is attached hereto as Attachment 1. In addition to the items outlined in Attachment 1, 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 Agreement, including but not limited to the applicable Sunnydale Plan Documents. The City will review the proposed improvements against the requirements of the Agreement and accompanying design controls. If the Planning Director objects to the proposed Development Phase Application, it shall do so in writing, stating with specificity the reasons for the objection and any items that it or they believe may or should be included in the Development Phase Application in order to bring the Development Phase Application into compliance with the terms of the Phasing Plan and the Agreement. The Planning Director agrees to act reasonably in making determinations with respect to each Development Phase Application, including the determination as to whether the terms outlined in the Phasing Plan have been satisfied. 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. Planning shall review Phase Applications within (30) thirty days of receipt in order to determine completeness. The Planning Director shall act on a Development Phase Application within (60) sixty days after receipt of a complete Development Phase Application upon his or her determination that the Development Phase is consistent with the Sunnydale Plan Documents and the Phasing Plan. If there are no objections, or upon resolution of any differences, the Planning Director shall issue to Developer in writing an approval of the Development Phase Application with such revisions, conditions, comments, or requirements as may be permitted in accordance with the terms of the Agreement (each a “**Development Phase Approval**”).

Developer must receive approval of each Development Phase Application prior to Developer submitting applications for associated Implementing Approvals (including street improvement permits). Developer may submit associated applications for Design Review Approvals for vertical structures and Community Improvements within a Development Phase prior to approval of the Development Phase Application, but may not receive Design Review Approval for any elements of a Development Phase prior to the Development Phase Approval. The Planning Department, at their sole discretion, may agree to receive and begin review of Design Review applications concurrent with Development Phase Application review, but the Planning Department’s time limits for review and approval of the Design Review application shall not begin until Development Phase Approval is granted.

An approved Development Phase Application may not limit the scope or content of related Public Infrastructure Improvements and approval thereof. The scope of required Public Infrastructure Improvements in each Development Phase may differ from the scope shown in the approved Development Phase Application in order to achieve appropriate access, functional utility systems and connections for improvements within that phase, and to maintain service to existing residents.

The Development Phase Approval notice shall be posted for at least 14 days as follows: (i) the Planning Department shall post notice of the Development Phase Application on the Planning Department's website for the project, which is accessible to the public via the "**Complete List of Plans and Projects**" webpage, or an equivalent webpage accessible to the public and dedicated to similar public disclosure purposes; (ii) Developer shall post notice at that area of the Project Site that is the subject of the given Development Phase Approval; and (iii) the Planning Department shall provide direct mail notice to surrounding neighborhood associations.

d. Design Review Approvals. The Approvals include a Planning Code text amendment that creates a Sunnydale HOPE SF Special Use District and incorporates the DSG for the Project Site (the "**Sunnydale Special Use District**" or "**Sunnydale SUD**"). The Sunnydale Special Use District and the DSG were created and adopted to ensure that the urban, architectural and landscape design of the buildings, public realm and Community Improvements at Sunnydale will be of high quality and appropriate scale, include sufficient open space, and promote the public health, safety and general welfare. To ensure that all new buildings, the new public realm and any Community Improvements related to implementation of the Project meet the DSG applicable to the Project, Developer must undergo a design review process ("**Design Review**") and obtain design review approval (a "**Design Review Approval**") before obtaining Implementing Approvals to commence construction of any proposed building or Community Improvement within or adjacent to the Project Site. The Design Review process and guidelines are more particularly described in the Sunnydale Special Use District.

(i) Design Review submissions are submitted to, reviewed, and approved by the Planning Department. All vertical structures must be submitted for Design Review Approval. The Planning Director or his or her designee shall review and approve, disapprove, or approve with recommended modifications each design in accordance with the

requirements of the Agreement, the Sunnydale Plan Documents, the applicable Development Phase Application, and the procedures specified in the Sunnydale Special Use District section of the Planning Code, as the same may be amended from time to time.

(ii) Notwithstanding anything to the contrary in the Agreement, the City may exercise its reasonable discretion in approving the aspects of a Design Review application that relate to the qualitative or subjective requirements of the DSG, including the choice of building materials and fenestration. Also notwithstanding anything to the contrary in the Agreement, in considering the Design Review for those aspects of a proposed building or Community Improvement that meet the quantitative or objective requirements of the DSG and the other Sunnydale Plan Documents (the “**Objective Requirements**”), including without limitation, the building’s proposed height, bulk, setbacks, location of uses and size of such uses, and amount of open space and parking, the City acknowledges and agrees that (i) it has exercised its discretion in approving the Sunnydale Special Use District, the DSG, and the other Sunnydale Plan Documents, and (ii) any proposed Design Review that meets the Objective Requirements shall not be rejected by the City based on elements that conform to or are consistent with the Objective Requirements, so long as the proposed building or Community Improvement meets the Uniform Codes and the DSG. If the Planning Director determines that an application for Design Review includes a Material Change to the Approvals, the Developer may be required to obtain Planning Commission approval of that change. The Planning Director shall consult with the Mayor’s Office of Housing and Community Development (“**MOHCD**”) Director and may, at his or her discretion, consult with any other City Agency, and shall determine if any other City Agency’s approval, other than MOHCD’s approval, is required before a particular Material Change to the Approvals can be brought before the Planning Commission.

(iii) Design Review Approvals of the Community Improvements. The Planning Department shall review the proposed Community Improvement for conformance with the DSG, issue preliminary approval of the Design Review application if it so conforms, or propose modifications to the Design Review application that create conformance with the DSG. The Planning Department shall then

circulate the Design Review application to other City departments for their review and comment to the extent that construction of the Community Improvement falls within the jurisdiction or permitting authority of such agency or department. Each agency or department shall review the proposed Community Improvement for conformance with the DSG and the agency or department's generally-applied technical design guidelines in effect at that time (to the extent that they affect the overall concept design of the Community Improvement) and shall provide comments on the Design Review application within (30) thirty days of receipt of a complete application. Any proposed modifications shall be consistent with the requirements of the Agreement, for so long as it is in effect. The Planning Department may request a revised Design Review application that conforms with any reviewing agency or department comments, consistent with the requirements and limitations of the Agreement, for so long as it is in effect. After considering any proposed modifications or revisions, and once it determines that the Design Review application conforms to the Sunnydale Plan Documents, the Planning Department shall issue final Design Review Approval of the Community Improvement to the Developer.

Nothing in this subsection shall be construed as a limitation on the discretion retained by any City agency or department under the terms of the Agreement.

e. Commencement of Development Phase. Upon receipt of a Development Phase Approval, Developer shall submit a tentative subdivision map application (if not already submitted) covering all of the real property within the Development Phase. Following submittal of the tentative subdivision map application, Developer shall have the right to submit any associated Implementing Approval permits, such as street improvement permits and building permits, required to commence the scope of development described in each Development Phase Approval. The City is not required to approve a Design Review application for structures in a Development Phase until the Developer receives Development Phase Approval and approval of the tentative subdivision map. The Developer also has the option to submit a tentative subdivision map application for the entire site and seek approval of phased final maps for each Development Phase. Should the Developer elect to proceed in this manner, the City is not required to approve a Design Review application until the Development Phase Approval and the Developer's

submission of all required deferred materials associated with the phased final map area. Each Development Phase shall be deemed to have commenced if (i) site or building permits have been issued by the City for all or a portion of the buildings located in that Development Phase and (ii) some identifiable construction, such as grading, of all or a portion of that Development Phase has been initiated. Upon commencement of work in a Development Phase, Developer shall continue the work at a commercially reasonable pace to Completion of that Development Phase, including all Community Improvements, Stormwater Management Improvements and Public Infrastructure Improvements within the Development Phase in accordance with applicable permits and requirements under the Agreement to ensure that there are no material gaps between the start and Completion of all work within that Development Phase, subject to any Excusable Delay or amendment of the Development Phase Approval as permitted by Section 12.5.2 of the Agreement.

f. 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. Such amendment may include but is not limited to changes to the number and location of units proposed during that Development Phase, the substitution of a Community Improvement for another Community Improvement, or the delay of a Community Improvement from the Development Phase due to a proposed reduction of affordable housing development proposed for that Development Phase caused by a lack of sufficient funding. Any such requested amendment shall be subject to the review and approval process and the standards set forth above in Section 4(c). Such amendment may require the resubmission of street improvement permits if the amendment impacts infrastructure scope and/or design. Notwithstanding anything to the contrary above, Developer shall not have the right to eliminate any Community Improvement or Public Infrastructure Improvement for which construction or service has already commenced in that Development Phase.

g. Without limiting the foregoing, it is the desire of the Parties to avoid the result in Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), in which the California Supreme Court held that because the parties had failed to consider and expressly provide for the timing of development, a later-adopted initiative restricting the timing of development prevailed over the parties' agreement. Accordingly, the Parties hereto expressly acknowledge that except for the construction phasing required by this

Exhibit, the Sunnydale Plan Documents, the Phasing Plan, the Mitigation Measures, and any express construction dates set forth in an Implementing Approval, Developer shall have the right to develop the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment and consistent with any schedules or requirements included in any Loan Agreement with the MOHCD, as applicable to any particular phase or parcel.

5. Project Development Scope - Community Improvements, Stormwater Management Improvements and Public Infrastructure Improvements.

a. Developer Responsibilities. Developer shall undertake the design, development and installation of the Public Infrastructure Improvements and Community Improvements pursuant to the Sunnydale Infrastructure Plan, subsequent Master Utility Plans, and DSG, as applicable. Public Infrastructure Improvements shall be designed and constructed, and shall contain those improvements and facilities, as required by the applicable City Agency that is to accept, and in some cases operate and maintain, the Public Infrastructure Improvement in keeping with the then-current Citywide standards and requirements of the City Agency as if it were to design and construct the Public Improvement on its own at that time, including the requirements of any Non-Responsible City Agency with jurisdiction, provided that the design and construction of the Public Infrastructure Improvements are not in conflict with Existing Standards or Future Changes to Existing Standards in sections 7.2 and 7.3 of the Agreement. Without limiting the foregoing, any Community Improvement shall obtain a Design Review Approval from the Planning Department as set forth in Section 4(d) of this Exhibit and in the Sunnydale SUD.

Public Infrastructure Improvements and Community Improvements will be reviewed and approved by the responsible agencies in the following manner. Without limiting the foregoing, following submittal of a Development Phase Application, the Developer may submit applications for Design Review of vertical structures and Community Improvements as described above and in the Sunnydale SUD. Following approval of a Development Phase Application, the Developer may submit street improvement plans to the Department of Public Works (“DPW”) Task Force for review and approval by the relevant agencies. The SFPUC must approve all of the plans and specifications for all Public Stormwater Management Improvements, and all water, street light, combined sewer, and power facilities. DPW must approve all of the plans and

specifications for roadways and public right-of-way streetscape, and must approve all Public Infrastructure Improvements with the consent of applicable City Agencies. This process is further detailed in Attachment 1 of this Exhibit.

To meet SFPUC stormwater requirements, the Project has proposed permeable paving in the parking lanes and drive aisles in the public rights-of-way, which will be dedicated to the City and maintained by the City. The Developer will design and engineer the public rights-of-way with permeable paving, which SFPUC and DPW will review as part of the street improvement permit process for each phase of improvements. If in reviewing the street improvement permit plans for any phase of development the City determines that the permeable paving is not an acceptable surface within the drive aisles, parking lanes, or both, then the Project will use standard paving techniques and the Developer will not be responsible for managing the runoff that was intended to be managed by the permeable paving within the subject phase application; however other proposed stormwater management controls will continue be installed as described in the Infrastructure Plan. Determinations will be made on a phase-by-phase basis.

Construction of the Project shall comply with the phasing requirements outlined in the Phasing Plan in Exhibit J, subject to Excusable Delay. As outlined in the Phasing Plan, the Developer may begin construction of a subsequent Development Phase while components of a prior Development Phase are still in progress (have not yet been substantially completed, determined Complete and/or received Certificates of Occupancy). However, the Developer must Complete (as defined in the Agreement) the Community Improvements and the Affordable Housing units in the prior Phase before receiving any Final Certificates of Occupancy for buildings in the subsequent Phase (Public Infrastructure Improvements shall be substantially complete but do not need to be determined Complete). This requirement may be waived on a phase-by-phase basis at the discretion of the Director of MOHCD with mutual consent by the Planning Director. If the City issues a Final Certificate of Occupancy before component items are completed, then Developer shall promptly complete such items following issuance. If phasing requirements have not been waived as described herein and as outlined in the Phasing Plan, and the Developer fails to complete the improvements in an approved Development Phase within such time frame as outlined in the Phasing Plan, the City may decline to grant Final Certificate of Occupancy to those Community Improvements and Affordable Housing units, cease issuing

any further Project approvals, not accept any additional applications for the Project, and include in any estoppel certificate language reflecting Developer's failure to complete such required improvements. In addition, failure to continue to diligently prosecute such improvement to Completion shall, following notice and cure as set forth in Section 10.3 of the Agreement, be an Event of Default.

Notwithstanding the above, the 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 Infrastructure Improvements subject to terms and conditions that the City deems appropriate. The subject public improvement agreement shall 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 Infrastructure Improvements. The City will not accept any interim or temporary improvements for maintenance and liability purposes.

Notwithstanding Administrative Code Chapter 23, the Director of Real Estate is authorized to accept on behalf of the City temporary public easements related to the construction, completion, and use of Public Infrastructure Improvements, including temporary or interim improvements, for a period not to exceed five (5) years.

Nothing in this subsection shall be construed as a limitation on the discretion retained by any City agency or department under the terms of the Agreement.

b. Maintenance and Operation of Community Improvements by Developer and Successors. The Parties agree that Developer, or its successors or assignees shall, in perpetuity, own, operate and maintain in good and workmanlike condition, and otherwise in accordance with all applicable laws and any applicable permits, all Community Improvements and permitted encroachments on the public-right-of-way that the City does not accept for maintenance. A map of the Project Site identifying all improvements subject to this on-going service, maintenance and operations obligation, and the respective land area of each sub-category of space (including, for example, the park and open space system, sidewalk and streetscape areas, etc.) is attached to the Agreement as Exhibit F and incorporated herein. The provisions of this Section 5(d) shall survive the expiration of the Agreement.

In order to ensure that the Community Improvements owned by Developer are maintained in a clean, good and workmanlike condition, Developer shall record a declaration of covenants, conditions, and restrictions (“**CC&Rs**”) against the portion of the Project Site on which the Community Improvement will be located, but excluding any property owned by the City as and when acquired by the City, that include a requirement that a homeowner’s association or community facility district provide all necessary and ongoing maintenance and repairs to the Community Improvements not accepted by the City for maintenance, at no cost to the City, with appropriate homeowners’ dues and/or assessments to provide for such maintenance and services. Developer shall make commercially reasonable efforts to enforce the maintenance and repair obligations of the homeowner’s association and/or the community facility district. The CC&Rs and/or regulations of the community facility district identified herein shall be subject to reasonable review and approval by the City Attorney, OEWD, and the Planning Department, and shall be recorded, prior to approval of the State department of Real Estate under the Davis Stirling Community Interest Development Act in the case of CC&Rs, and shall expressly provide the City with a third-party right to enforce the maintenance and repair provisions of the responsible entities. On or before the recordation of the documents, MOHCD shall reasonably approve the proposed commercially reasonable budget for the on-going maintenance and operations of the Community Improvements. Notwithstanding the foregoing, if the City, acting through the Recreation and Parks Department (“**RPD**”), acquires one or more Project parks, consistent with the terms in Exhibit N, as attached to the Agreement, the Developer shall ensure that the costs associated with meeting all of the terms and obligations for park maintenance based on the terms in Exhibit N shall be included in the CC&Rs and/or any community facility district established for the Project Site.

c. Maintenance of Stormwater Management Improvements. Pursuant to the requirements of the Public Works Code, the SFPUC must approve a Stormwater Control Plan that describes the activities required by Developer to appropriately design, install, and maintain the Stormwater Management Improvements within each Development Phase as further described in the Phasing Plan in Exhibit J of the Agreement. For Private Stormwater Management Controls, Developer shall record a maintenance agreement and restrictive covenants that include a requirement that the appropriate entities provide ongoing maintenance and repairs to the Private Stormwater Management Controls in the manner required by the Stormwater Control

Plan, at no cost to the City, with appropriate dues and or assessments to provide for such maintenance. As set forth above, Developer shall make commercially reasonable efforts to enforce the maintenance and repair obligations of the responsible entities during the Term of the Agreement. The Parties agree that Public Stormwater Management Improvements shall be dedicated to, and accepted by, the City as Public Infrastructure Improvements. Runoff from the public right-of-way areas will be managed within the public right-of-ways using green stormwater infrastructure, as approved by applicable City Agencies, and as detailed in the Master Infrastructure Plan in Exhibit P and Exhibit U. The City will not maintain or accept Stormwater Management Improvements right-of-ways that accept runoff from private parcels.

d. Permits to Enter City Property. Subject to the rights of any third-party and the City's reasonable agreement with respect to the scope of the proposed work and insurance or security requirements, and provided Developer is not then in default under the Agreement, each City Agency with jurisdiction shall grant permits to enter City-owned property on the City's standard form permit and otherwise on commercially reasonable terms in order to permit Developer to enter City-owned property as needed to perform investigatory work, construct and/or maintain Public Infrastructure Improvements and Stormwater Management Improvements, and complete the Mitigation Measures as contemplated by each Development Phase Approval. Such permits may include release, indemnification and security provisions in keeping with the City's standard practices.

6. Non-City Regulatory Approvals for Community Improvements and Public Infrastructure Improvements.

a. Cooperation to Obtain Permits. The Parties acknowledge that certain Community Improvements and Public Infrastructure Improvements, may require the approval of federal, state, and local governmental agencies that are independent of the City and not a Party to the Agreement ("**Non-City Responsible Agencies**"), including but not limited to the California Public Utilities Commission and the United States Department of Housing and Urban Development ("**HUD**"). The Non-City Responsible Agencies may, at their sole discretion, disapprove installation of such Community Improvements or Public Infrastructure Improvements, making such installation impossible. The City will cooperate with reasonable requests by Developer to obtain permits, agreements, or entitlements from Non-City

Responsible Agencies for each such improvement, and as may be necessary or desirable to effectuate and implement development of the Project in accordance with the Approvals (each, a **“Non-City Regulatory Approval”**). The City’s commitment to Developer under this Section 6(a) is subject to the following conditions:

(i) Throughout the permit process for any Non-City Regulatory Approval, Developer shall consult and coordinate with each affected City Agency in Developer’s efforts to obtain the Non-City Regulatory Approval, and each such City Agency shall cooperate reasonably with Developer in Developer’s efforts to obtain the Non-City Regulatory Approval; and

(ii) Developer shall not agree to conditions or restrictions in any Non-City Regulatory Approval that could create: (1) any obligations on the part of any City Agency, unless the City Agency agrees to assume such obligations at the time of acceptance of the Public Infrastructure Improvements; or (2) any restrictions on City-owned property (or property to be owned by City under the Agreement), unless in each instance the City, including each affected City Agency, has previously approved the conditions or restrictions in writing, which approval may be given or withheld in its sole discretion.

b. Costs. Developer shall bear all costs associated with applying for and obtaining any necessary Non-City Regulatory Approval. Developer shall be solely responsible for complying with any Non-City Regulatory Approval and any and all conditions or restrictions imposed as part of a Non-City Regulatory Approval, whether the conditions apply to the Project Site or outside of the Project Site. Developer shall have the right to appeal or contest any condition in any manner permitted by law imposed under any Non-City Regulatory Approval, but only with the prior consent of the affected City Agency if the City is a co-applicant or co-permittee or the appeal impacts the rights, obligations or potential liabilities of the City. If Developer demonstrates to the City’s satisfaction that an appeal would not affect the City’s rights, obligations or potential liabilities, the City shall not unreasonably withhold or delay its consent. In all other cases, the affected City Agencies shall have the right to give or withhold their consent in their sole discretion. Developer must pay or otherwise discharge any fines, penalties, or corrective actions imposed as a result of Developer’s failure to comply with any Non-City Regulatory Approval, and Developer shall

indemnify the City for any and all Losses relating to Developer's failure to comply with any Non-City Regulatory Approval.

c. Continuing City Obligations. Certain Non-City Regulatory Approvals may include conditions that entail special maintenance or other obligations that continue after the City accepts the dedication of Public Infrastructure Improvements (each, a "**Continuing Obligation**"). Standard maintenance of Public Infrastructure Improvements, in keeping with City's existing practices, shall not be deemed a Continuing Obligation. Developer must notify all affected City Agencies in writing and include a clear description of any Continuing Obligation, and each affected City Agency must approve the Continuing Obligation in writing in its sole discretion before Developer agrees to the Non-City Regulatory Approval and the Continuing Obligation. Upon the City's acceptance of any Public Infrastructure Improvements that has a Continuing Obligation that was approved by the City as set forth above, the City will assume the Continuing Obligation and notify the Non-City Responsible Agency that gave the applicable Non-City Regulatory Approval of this fact.

d. Notice to City. In the event that Developer has not obtained, despite its good faith diligent efforts, a necessary Non-City Regulatory Approval for a particular Community Improvement or Public Infrastructure Improvement within three (3) years of Developer's or the City's application for the same, Developer, after consultation with the City regarding the most preferable approach, shall provide written notice to the City of its intention to (i) continue to seek the required Non-City Regulatory Approval from the Non-City Responsible Agency, (ii) amend the requirement that Developer construct the Community Improvement or Public Infrastructure Improvement with a requirement that Developer construct a new Community Improvement or Public Infrastructure Improvement not listed on the Phasing Plan (an "**Alternate Improvement**").

e. Extensions and Negotiations for Alternate Improvements. If Developer provides notice to the City of its intention to continue to seek Non-City Regulatory Approval of the Public Infrastructure Improvement or Community Improvement, as permitted by Section 6(a), the Parties shall continue to make good faith and commercially reasonable efforts to obtain the required Non-City Regulatory Approval for a reasonable period agreed to by the Parties (the "**Extension Period**"). The Parties shall meet and confer in good faith to determine what work within the Development Phase can

continue during the Extension Period in light of the failure to obtain the Non-City Regulatory Approval, subject to the Mitigation Measures. If, after the expiration of the Extension Period, Developer has not yet obtained the required Non-City Regulatory Approval for the Public Infrastructure Improvement or Community Improvement, Developer, after consultation with the City regarding the most preferable approach, shall provide written notice to the City of its intention to pursue an Alternate Improvement. The Parties, by mutual consent, may also agree in writing to an extension of the Extension Period to obtain required approvals for any Public Infrastructure Improvement, Community Improvement, or Alternate Improvement, which shall not require an amendment to the Agreement.

f. Alternate Improvements. If Developer provides notice of its intention to pursue an Alternate Improvement pursuant to Section 6(a), the Parties shall make reasonable and good faith efforts to identify such Alternate Improvement in a timely manner. The Parties shall negotiate in good faith to reach agreement on the Alternate Improvement. The Parties acknowledge and agree that any Alternate Improvement should be designed so as to replicate the anticipated public benefits from the Community Improvement or Public Infrastructure Improvement to be eliminated to the greatest possible extent but without increasing the cost to Developer of the original improvement, thus maintaining the benefit of the bargain for both Parties. The estimated cost to Developer shall be evaluated through the same public financing processes outlined in Exhibit O on Public Finance. In addition, any proposed Alternate Improvement should minimize disruptions or alterations to the Phasing Plan and Project design. The Planning Department shall review the proposed Alternate Improvement pursuant to the Development Phase Approval amendment process set forth in Section 4(f). Upon City approval of such Alternate Improvement, Developer may file Design Review Applications and obtain Design Review Approvals and any associated Implementing Approvals to construct and complete the amended Development Phase in which the original improvement would have been required. The time permitted for Developer to complete construction of the Alternate Improvement shall be established in writing (without need for an amendment to the Agreement), and the City shall allow a commercially reasonable time for Developer to Complete the Alternate Improvement without delaying, preventing or denying approvals for any other development set forth in the amended Development Phase Approval. The Parties understand and agree that any Alternate Improvement may require additional environmental review under CEQA, and Developer shall be

responsible for any and all costs associated with such CEQA review. So long as the Parties continue to diligently work together to negotiate proposed adjustments relating to an Alternate Improvement, any delay caused thereby shall be deemed to be an Excusable Delay.

7. Cooperation.

a. Agreement to Cooperate. The Parties agree to cooperate with one another to expeditiously implement the Project in accordance with the Approvals, Development Phase Approvals, Design Review Approvals, Implementing Approvals and the Agreement, and to undertake and complete all actions or proceedings reasonably necessary or appropriate to ensure that the objectives of the Approvals are fulfilled during the Term. Except as specifically provided in the Agreement, the City has no additional obligation to spend any sums of money or incur any costs other than City Costs that Developer must reimburse under the Agreement or costs that Developer must reimburse through the payment of Processing Fees.

(i) New Market Tax Credits. The Parties agree that should New Market Tax Credits (“**NMTC**”) be available for the Project, the City shall cooperate with the Developer in their efforts to obtain NMTC for the Project; provided, however, that the City will not be obligated to grant NMTC to the Project and such cooperation does not include an agreement to ensure prioritization over any other project seeking NMTC.

(ii) Low Income Housing Tax Credits. The Parties agree that should Low Income Housing Tax Credits (“**LIHTC**”) be available for the Project, the City shall cooperate with the Developer in their efforts to obtain LIHTC for the Project, as further detailed in Exhibit O Public Financing; provided, however, that the City will not be obligated to grant LIHTC to the Project and such cooperation does not include an agreement to ensure prioritization over any other project seeking LIHTC.

(iii) Mello Roos Community Facilities District (“CFD”). The Parties agree that the City shall cooperate with the Developer to set up one or more CFD’s to fund capital improvements and/or ongoing maintenance as permitted by State law including any ongoing maintenance cost obligations to the City pursuant to the terms

included in Exhibit ___, attached to the Agreement, if the City purchases one or both of the parks.

(iv) Other Grants and Subsidies. The Parties agree that the Project includes a number of costs that may be eligible for various grant and subsidy programs administered by various City, State or Federal agencies, including costs associated with the development of open space, transportation infrastructure, and other facilities that will serve the greater Visitacion Valley community. Should such subsidies be available for the Project, the City shall cooperate with the Developer in their efforts to obtain those subsidies; provided, however that nothing in this section creates any obligation to award such grants or subsidies to the Developer or the Project, and any such grant or subsidy will require the provision of identified public benefits as applicable.

b. Priority Application Processing. The Parties agree that, in consideration for the fact that the project is a City initiative to provide affordable housing to San Francisco's most deserving residents, all Project elements seeking Planning Department approval will be deemed Type 1 Priority Projects under Planning Director Bulletin No. 2, Planning Department Priority Application Processing Guidelines, as revised in February 2014, and as may be amended from time to time.

To the extent that any other City Agency or department, including but not limited to the Department of Building Inspection, decides to utilize the guidelines in Planning Director Bulletin No. 2 to govern its own review and/or approval processes, the City agrees to apply these same tiers of processing priority to the Project.

c. Role of Planning Department. The Parties agree that the Planning Department, or its designee, will act as the City's lead to facilitate coordinated City review of applications for Development Phase Approvals and Design Review Approvals. As such, Planning Department staff will: (i) work with Developer to ensure that all such applications are technically sufficient and constitute complete applications and (ii) interface with City Agency staff as needed to ensure that City Agency review of such applications are concurrent and that the approval process is efficient and orderly and avoids redundancies.

d. City Agency Review of Individual Permit Applications. Following issuance of Development Phase Approval as set forth in the Agreement, the Parties agree to prepare and consider applications for Implementing Approvals in the following manner.

e. City Agencies. Developer will submit each application for Implementing Approvals, including applications for street improvement permits and building permits for housing developments, to the applicable City Agencies as further described in Attachment 1 to this Exhibit. Each City Agency will review submittals made to it for consistency with approvals made on prior Development Phases, and will use good faith efforts to provide comments and make recommendations to the Developer within the response timelines outlined in each subsection below. City Agency response timelines begin as of the City Agency's receipt of such application and upon approval of any prerequisite submissions (such as a Development Phase Approval). The City Agencies will not impose requirements or conditions that are inconsistent with the Approvals, and will not disapprove the application based on items that are consistent with the Approvals, including but not limited to denying approval of Public Infrastructure Improvements or Community Improvements based upon items that are consistent with the Approvals. Any City Agency denial of an application for an Implementing Approval shall include a statement of the reasons for such denial. Developer will work collaboratively with the City Agencies to ensure that such application for an Implementing Approval is discussed as early in the review process as possible and that Developer and the City Agencies act in concert with respect to these matters.

(i) DPW. Where an application includes any infrastructure, Mitigation Measure, or improvements falling within DPW's jurisdiction, DPW will review each such application, or applicable portions thereof, and use good faith efforts to provide comments to Developer within sixty (60) days of DPW's receipt of such application. Upon submittal of an application that includes any Public Infrastructure Improvements, such as in the case of street improvement permits, DPW shall act as the lead review agency for the City. This role shall include the distribution of all submittals to the affected City Agencies for review, such as the San Francisco Municipal Transportation Agency ("**SFMTA**"), the San Francisco Public Utilities Commission ("**SFPUC**"), and the San Francisco Fire Department ("**SFFD**"). To the extent practicable, DPW shall consolidate the comments of all affected City

Agencies in order to make a single response submission to the Developer. Affected City Agencies shall use good faith efforts to provide comments to DPW within thirty (30) days of that City Agency's receipt of such application in order for DPW to distribute to Developer within the specified (60) sixty days for DPW review.

(ii) SFMTA. Upon submittal of an application that includes any SFMTA Infrastructure or any transportation-related Mitigation Measure within the SFMTA's jurisdiction, the SFMTA will review each such application, or applicable portions thereof, and use good faith efforts to provide comments to Developer or appropriate City Agency within thirty (30) days of the SFMTA's receipt of such application.

(iii) SFPUC. Upon submittal of an application that includes any Stormwater Management Improvements or Public Infrastructure Improvements that fall under the jurisdiction of SFPUC or any public utility-related Mitigation Measure within the SFPUC's jurisdiction, the SFPUC will review each such application, or applicable portions thereof, and use good faith efforts to provide comments to Developer or appropriate City Agency within thirty (30) days of the SFPUC's receipt of such application. The SFPUC shall also review and approve the Master Utility Plans to ensure that all proposed Stormwater Management Improvements or Public Infrastructure Improvements that fall under the jurisdiction of SFPUC, or any public utility-related Mitigation Measure within the SFPUC's jurisdiction shall meet all SFPUC requirements and standards.

(iv) SFFD. Upon submittal of an application that includes any Public Infrastructure Improvements or Community Improvements that fall under the jurisdiction of SFFD or any fire suppression-related Mitigation Measure within the SFFD's jurisdiction, the SFFD will review each such application, or applicable portions thereof, and use good faith efforts to provide comments to Developer or appropriate City Agency within thirty (30) days of the SFFD's receipt of such application.

(v) RPD. Upon submittal of an application that includes a park that will be acquired by RPD, the Developer shall satisfy the obligations for review and approval outlined in Exhibit N, Public Open Space Improvements and Park Dedication Process. For all other open spaces,

RPD will be consulted by the Planning Department during the Design Review process for Community Improvements.

f. Specific Actions by the City. Except as provided under Section 7(e)(i), 7(g), 7(h), or Attachment 1, City actions and proceedings subject to the Agreement shall be processed through the Planning Department, as well as affected City Agencies (and when required by applicable law, the Board of Supervisors), including but not limited to complying with and implementing Mitigation Measures for which the City is responsible, reviewing feasibility studies for Mitigation Measures, or completing any subsequent environmental review at Developer's sole cost.

g. Other Actions by the City under DPW Jurisdiction. The following City actions and proceedings subject to the Agreement shall be processed through DPW, as well as affected City Agencies (and when required by applicable law, the Board of Supervisors):

(i) Street Vacation, Dedication, Acceptance, and Other Street Related Actions. Instituting and completing proceedings for opening, closing, vacating, widening, modifying, or changing the grades of streets, alleys, sidewalks, and other public right-of-ways and for other necessary modifications of the streets, the street layout, and other public right-of-ways in the Project Site, including any requirement to abandon, remove, and relocate public utilities (and, when applicable, city utilities) within the public right-of-ways as specifically identified and approved in an Implementing Approval, and as may be necessary to carry out the Approvals.

(ii) Acquisition. Acquiring land and Public Infrastructure Improvements from Developer, by accepting Developer's dedication of land and Public Infrastructure Improvements that have been completed in accordance with the Agreement, the Approvals, Implementing Approvals and approved plans and specifications. Any conveyance of real property to the City shall be in the form of a grant deed unless the City and any affected City Agency agree in writing to accept some other form of conveyance, including a public easement. Any such public easement shall be consistent with the standard easement that affected City agencies use in similar situations. The Developer shall be responsible to provide all irrevocable offers of dedication, plats, legal descriptions, maps, and other materials that

the City requires to complete the process to accept Public Infrastructure Improvements.

(iii) Release of Security. Releasing security as and when required under the Subdivision Code in accordance with any public improvement agreement.

h. Other Actions by the City under Recreation and Park Jurisdiction or other City Agency.

(i) Any construction and acquisition of park land that will be under the jurisdiction of the Recreation and Park Department shall be approved by the Recreation and Park Department, as well as affected City Agencies (and when required by applicable law, the Board of Supervisors), as set forth in Exhibit N. In regard to acquisition and release of security, Section 3.8.5(b) and (c) above shall apply except that the Recreation and Park Department shall exercise the authority of DPW set forth in those sections.

(ii) Any construction and acquisition of buildings on land or property that will be City owned and under the management and control of any other City Agency shall be processed through that City Agency, as well as any other affected City Agencies (and when required by applicable law, the Board of Supervisors). In regard to acquisition and release of security, Section 3.8.5(b) and (c) above shall apply except that the City Agency subject to this section shall exercise the authority of DPW set forth in Section 3.8.5(b) and (c).

9. Subdivision Maps.

a. Developer shall have the right, from time to time and at any time, to file subdivision map applications (including phased final map applications) with respect to some or all of the Project Site, to subdivide or reconfigure the parcels comprising the Project Site as may be necessary or desirable in order to develop a particular Development Phase of the Project or to lease, mortgage or sell all or some portion of the Project Site, consistent with the density, block and parcel sizes set forth in the DSG. The City acknowledges that Developer and/or Assignee intends to create and sell condominiums on the Project Site, and that such intent is reflected in the Approvals and Sunnydale Plan Documents.

b. Nothing in the Agreement shall authorize Developer to subdivide or use any of the Project Site for purposes of sale, lease or financing in any manner that conflicts with the Subdivision Map Act, or with the Subdivision Code.

c. Nothing in the Agreement shall prevent the City from enacting or adopting changes in the methods and procedures for processing subdivision and parcel maps as such changes apply to this Project so long as such changes do not conflict with the provisions of the Agreement or with the Approvals or any Implementing Approvals.

d. Pursuant to Section 65867.5(c) of the Development Agreement Statute, any tentative map prepared for the Project shall comply with the provisions of California Government Code section 66473.7 concerning the availability of a sufficient water supply.

Attachment 1

Development Implementation Process Overview

SUMMARY

Development Phase Application Review

- Project shall be built in Development Phases per the scope and phasing outlined in Exhibit J Phasing Plan.
- Prior to the commencement of each Development Phase, the Developer shall submit a Development Phase Application to the Planning Department for review and approval.
 - Phase Applications must include a letter of consent signed by the Director of MOHCD that confirms and endorses the scope included in the application.
 - Approval of a Development Phase Application must be granted prior to the submission of any Implementing Approvals within the phase, such as street improvement plans.
 - Design Review applications may be submitted concurrently with Development Phase Applications, however they may not be approved until the corresponding Development Phase Application is approved, and Planning's time limits for review and approval of the Design Review application shall not begin until Development Phase Approval is granted.
 - Developer is to conduct a community meeting at most 6 months prior to the submission of each Development Phase Application to present the content of the phase and solicit feedback. This meeting can be combined with other agenda items and/or part of an already established community meeting, or be part of the community meeting required at least annually that is described below. Documentation of such meeting shall be consistent with Planning Department standards.
 - Upon receipt of a complete Development Phase Application, Planning will conduct review and determine that the Application is complete within 30 days of receipt. If the Application is not complete, then Planning shall notify the Developer and once a complete Application is received, Planning will take action on the application within (60) days, which may include requesting revisions from the Developer. After comments are responded to and any revisions are found to be satisfactory, Planning will issue the Phase Application approval to Developer.
- Community outreach
 - At least one community meeting must be organized and conducted by the Developer per year throughout Project implementation in order to provide

the community with a general project update and to discuss upcoming phases. This meeting can be combined with other community meetings required through the Agreement or MDA.

- Development Phase Application approval will be granted by the Planning Director. Any substantial changes to the scope of the phase made during the phase application review process shall receive written final approval by the MOHCD Director prior to the Planning Director's issuance of Phase Application approval.

Design Review of Vertical Structures and Community Improvements

- Design Review procedures for vertical structures and Community Improvements are outlined in the Sunnydale SUD and referenced in the Agreement.
- Developer may submit Design Review applications to the Planning Department concurrent with and no earlier than the submittal of a Development Phase Application.
- The Planning Department shall issue approval of all Design Review applications upon conformance with the DSG, the Sunnydale SUD, the approved Development Phase and other applicable project documents.
- Design Review Applications will not be deemed complete, and time limits for review and approval of the Design Review applications will not commence, until the Development Phase Application is approved.
- Design Review is required for all vertical structures and all Community Improvements (that are not Public Infrastructure Improvements and thus reviewed through the Public Improvement process as described below), including privately-maintained open spaces.
- Project Sponsor is encouraged (though not required) to submit Design Review applications for multiple buildings under a single application.

Public Infrastructure Improvement Review

- Upon approval of a Development Phase Application, the Developer may submit Public Infrastructure Improvement plans to the DPW Task Force through established DPW processes for street improvement permit review and in accordance with the City's Subdivision Code and Subdivision Regulations.
- This process is to be managed by the DPW Task Force. The Task Force will receive and review submitted plans prior to dispersing them to appropriate City Agencies for review. Relevant departments may include DPW, SFMTA, SFPUC, SFFD, Planning, and RPD.
- The DPW Task Force will grant approval of each application after receiving approval from appropriate City Agencies.

DETAILED PROCESS PROCEDURES AND SUBMISSION CONTENT

Phase Application

- Purpose: to provide a broad overview of the scope of each phase, including the number and type of each element (vertical, horizontal). To ensure that appropriate community benefits and phasing requirements are included as specified in the Agreement and the Phasing Plan.
- City Department responsible for review: PLANNING
- City Department responsible for approval: PLANNING
 - Planning shall review Phase Applications within (30) thirty days to determine completeness. Once a complete application is submitted, Planning has (60) sixty days to review and take action on a Phase Application. Planning may request changes, additional information, or revisions if the content of the application is not in compliance and/or satisfactory.
 - Upon approval, Planning will issue the approved Development Phase Application to the applicant with an attachment containing comments received from other City departments.
 - Planning will issue a copy of the approved Development Phase Application to City departments to notify them of the approval.
 - Planning may attach or include conditions to a Phase Application Approval, such as may be necessary to carry out the requirements of the Agreement, Phasing Plan, the SUD or DSG.
- Role of other City Departments: Phase Applications will be distributed to the implementation departments for their information. No action is required by these departments. City departments may provide informational comments on the content of the Phase Application to Planning within Planning's 60 day review timeline.
 - Relevant departments include: DPW, SFPUC, MTA, SFFD, RPD, OEWD
 - An approved Development Phase Application may not limit the scope or content of related Public Infrastructure Improvements and approval thereof. Public Infrastructure Improvements shall *at least* serve the scope outlined in the Phase Application. Exact details of required Public Infrastructure Improvements in each phase may contain minor modifications from the approved Development Phase Application in order to achieve appropriate roadway access, functional utility systems and connections, and to maintain service to existing residents, but shall still be governed by the Master Infrastructure Plan.
- Content:
 - Letter of consent signed by MOHCD Director that confirms and endorses the scope included in the application

- Site plan and other graphics necessary to describe scope and design
- Narrative description of scope
- List of vertical improvements by parcel/block including anticipated numbers and type of dwelling units, retail square footage, commercial square footage, community service square footage, off-street parking, and any other scope elements, including:
 - Number and sizes of affordable housing units identified by type - replacement public housing vs. new tax credit units
 - Number and location of market rate parcel pads to be prepared
 - Status of vertical improvements approved as part of a prior Development Phase Application
- List of community improvements and mitigation measures to be constructed in phase
- Infrastructure improvement details:
 - Plan view drawing showing all infrastructure improvements color-coded to identify Public Infrastructure Improvements, and private and temporary improvements
 - Plan showing existing streets to be vacated and new streets to be dedicated
 - Plan showing location of the phase in relation to the rest of the site; after the first phase, plan must show all previous phases
 - Plans demonstrating new utilities and streets (to be submitted at a level of detail equal to the Master Infrastructure Plan) including:
 - Water (all types), combined sewer, dry utilities, other – add potential locations of intended connections and any spurs, extensions or additional scope outside of phase needed to make connections
 - Site access and circulation, fire truck access, and site access to surrounding area
 - Description and conceptual plans showing how services, utilities, and site access will be preserved for existing residents (to be confirmed during street improvement plan review)
- Narrative or schedule of intended order of construction within the phase, by element
- List of any requested modifications from the Agreement, the Phasing Plan, DSG, or other approval documents
- Community meeting affidavit and proof; neighborhood notification and meeting materials
- Accuracy affidavit (see Appendix 1)

- Approval of Phase Application will be ministerial in nature and based on the application's completeness and its conformance with the Approvals and Sunnydale Plan Documents. Discretion in approving the Phase Application will be limited to those cases where the proposed Phase deviates from the Phasing Plan.

Design Review of Vertical Buildings

- Purpose: to conform buildings to criteria outlined in the Approvals
- City Department responsible for review: PLANNING
- City Department responsible for approval: PLANNING
- Role of other City Departments: N/A
- Review and approval process specified in the Sunnydale SUD
- Project Sponsor is encouraged (though not required) to submit Design Review applications for multiple buildings under a single application.
- Content:
 - Documents and materials necessary to determine consistency with the Approvals and the associated Development Phase Approval, and the applicable requirements of the Agreement
 - Submittals should conform to Planning Department requirements for site permits, and other similar approvals. Submittals include site surveys of existing and proposed conditions, site plans, sections, elevations, renderings, landscape plans, and exterior material samples to illustrate the overall concept design of the proposed buildings, and conformance with any phasing plan
 - If a Major or Minor Modification is sought, the application shall contain a narrative for each modification that describes how the proposed project meets the full intent of the DSG and provides architectural treatment that are equivalent to or superior to strict compliance with the standards

Design Review of Community Improvements

- Purpose: to conform community improvements to criteria outlined in the Approvals. Scope includes open spaces, community centers, and/or anything that is not in the proposed public right-of-way and/or not included in the street improvement plan process
- City Department responsible for review: PLANNING
- City Department responsible for approval: PLANNING
- Role of other City Departments: RPD to be provided an opportunity to review and comment
- Review and approval process as specified in the Sunnydale SUD. Planning may attach or include conditions to a Phase Application Approval, such as may be necessary to carry out the requirements and intents of the Approvals.

- Content:
 - Documents and materials necessary to determine consistency with Approvals and the applicable requirements of the Agreement
 - Includes site surveys showing existing and proposed conditions, site plans, sections, elevations, renderings, landscape plans, access plans, terms of access, information on programming, information on maintenance and operation, and samples to illustrate the overall concept design of the proposed improvements, and conformance with any phasing plan
 - Includes site surveys of existing and proposed conditions, landscaping plan, access plan, terms of access, information on programming, and information on maintenance and operation
 - Planning will consult with other agencies as needed (i.e. DPW, or RPD for open space). If an open space is identified as being dedicated to RPD, then RPD will lead the design review and approval process as outlined in Exhibit N.
 - Utilities and infrastructure for these elements will be reviewed through the standard DBI permitting process.

Street Improvement Plans + Permitting Process

- Purpose: to vet detailed design and engineering plans for Public Infrastructure Improvements with each infrastructure agency, and to obtain street improvement permit approval
- City Department responsible for review and coordination: DPW Task Force
- City Department responsible for approval/permit issuance: DPW Task Force, after agreement by SFPUC, Planning, MTA, SFFD and other relevant departments
- Role of other City Departments: actively participate in reviewing street and utility infrastructure relevant to each department; issue approval/endorsement of final plans
- A Master Utility Plan for the entire site must be submitted in advance or concurrent with the project's first Phase Application and must be approved by the SFPUC prior to the submittal of any street improvement plans
- Any subsequent design changes that are made as a result of infrastructure plan development will be vetted by all departments through the street improvement permit process, especially Planning as related to streetscape and roadway design changes, prior to DPW's approval of street improvement plans and issuance of permits.
- Content:
 - Must submit a copy of approved Development Phase Application with submission

- Construction document submission at 30%/60%/90%/100% of completion, including:
 - Streetscape plans reflecting criteria from the DSG (tree species, special paving specs, etc.)
 - Site Access & Circulation plans
 - Site Utility plans - water (all types), combined sewer, dry utilities, Public Stormwater Management Improvements, other – with detailed information about connections, spurs, extensions, or additional scope outside of phase needed to make connections
 - Description and detailed plans showing how services, utilities, and site access will be preserved for existing residents
- Utility and/or street scope may be larger than the scope reflected in the approved Development Phase Application in order to ensure system functionality and to conform to requirements of the DPW infrastructure review process
- Any plan revisions submitted for review as part of the street improvement plan process must contain revision bubbles and a narrative of what was changed since the prior submission

INFORMATIONAL TABLES – PROCEDURES AND PROCESS

Submissions	Approval Order
<i>Phase Applications must be submitted prior to submission or approval of any other element</i>	
Phase Application	Submission and approval required prior to submission of any Implementing Approvals; Approval required prior to Design Review Approval
Design Review – Vertical + Community Improvements	May be submitted concurrently with Phase Applications; Phase Application Approval is required before Design Review Approval can be issued
Street Improvement Permits	Phase Application Approval is required prior to submission of street improvement plans or approval of street improvement permits
Building Permits (e.g. site permits and addenda)	Follow standard DBI process. Planning will approve site permit after Design Review Approval. DPW to review building permit applications for consistency with street improvement permits

City Agency response timelines begin as of the City Agency's receipt of a complete application and upon approval of any prerequisite submissions (such as a Development Phase Approval).	
Certificate of Occupancy	Awarded per standard DBI requirements as to access, services, and life safety
Phase Applications after the first Phase Application <i>Subsequent Phase Applications may be submitted after approval of the prior Phase Application</i>	<i>Subsequent Phase Applications and all other submissions may be approved per process above, even if prior phase is still in design or construction</i>

Submission	Content	Primary Reviewing Department (intake point, owner of process)	Secondary Reviewing Departments (receive submissions from primary department)	Approval Entity	Where is process specified?
PHASE APPLICATION	Broad overview of phase scope, incl. # and type of buildings, streetscape, infrastructure	PLANNING	MTA, DPW, SFPUC, SFFD, RPD, OEWD, MOHCD DISTRIBUTED FOR INFORMATION ONLY - no action required by depts.	PLANNING	DA Exhibit re: Phase Applications
DESIGN REVIEW – vertical structures	Detailed design of buildings, modifications	PLANNING	n/a	PLANNING	Sunnydale SUD
DESIGN REVIEW – community improvements (that are not SIP	Detailed design of open spaces, modifications	PLANNING	To be determined by Planning based on application	PLANNING	Sunnydale SUD

improvements)					
DESIGN REVIEW (for parks to be dedicated to RPD)	Collaborative design process with RPD	RPD	Planning, others as necessary	RPD	DA Exhibit re: RPD parks
STREET IMPROVEMENT PERMITS (infrastructure improvements)	Detailed design and engineering of streets and utilities	DPW TASK FORCE	SFPUC, SFFD, MTA, Planning	DPW TASK FORCE (contingent upon agreement by other reviewing agencies)	DA Exhibit re: Phase Applications

Attachment 2

Development Phase Application Checklist

The Developer will be required to submit a Development Phase Application for each phase of development, as described in Section 4(c) of this Exhibit. This checklist itemizes the minimum required components of each such Development Phase Application and should also include any other information the Planning Department deems necessary to review and approve the applications.

1. Letter of consent signed by MOHCD Director that confirms and endorses the scope included in the application
2. Site plan and other graphics necessary to describe scope and design
3. Narrative description of project scope

PROJECT DESCRIPTION

Project Type: e.g. New Construction

Present or Previous Use(s): e.g. PDR/Industrial

Proposed Use(s): e.g. Residential, Commercial, Retail, Open Space

Narrative: The narrative portion of each Phase Application shall, at a minimum, include the following:

“This application pertains to Phase [insert phase number] of the Sunnydale Project (the “Project”). This application is submitted in accordance with the Project’s Development Agreement, which requires the project sponsor to submit a Phase Application for approval by the Planning Department and affected City Agencies prior to the submittal of building permits for such phase of the Project. Initially capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Development Agreement. The narrative should indicate whether or not the given phase is in conformance with the originally proposed Phasing Plan. Where it deviates, it should explicitly highlight how the delivery of public improvements has been changed.

Phase [insert phase number] is comprised of parcel numbers [insert parcel numbers]. The parcels subject to Phase [insert phase number] are shown on the attached site plan

diagram and further described by block number and area on page [insert page number] of this application. Phase [insert phase number] consists primarily of [insert brief description, e.g. residential and retail development]. In addition, as described in more detail below, Phase [insert phase number] will include a number of Community Improvements and CEQA Mitigation Measures, as required by the approved Sunnydale Project Phasing Plan. Following is a description of the elements of Phase [insert phase number].”

4. List of vertical improvements including numbers and type of dwelling units, retail square footage, commercial square footage, community service square footage, and any other scope elements, including:

4.1. Number and sizes of affordable housing units identified by type - replacement public housing vs. new tax credit units

4.2. Number and details of market rate parcel pads to be prepared

Sample Summary Table

Parcel	Assessor's Block Number	Block s in the DSG	Height/Bulk District	Proposed Heights	Proposed Use	Proposed Amount of Development	Type of Affordable Housing	Proposed Parking & Parking Ratio
		(1, 2, 3, etc.)			(Affordable Housing, Market Rate Parcel, Commercial, Retail, Community, Other)	(Total # Housing Units, Square Footage of Retail, Commercial, Community, Other)	(# Public Housing Replacement Units, # New Tax Credit Units)	(Residential and/or Commercial)
1								
2								
3								
4								

5. List or table of vertical improvements for entire project (if not Phase 1) that provides an ongoing tab of development that is complete, under construction, approved (through design review) and not yet approved

6. List of community improvements and mitigation measures to be constructed in phase

6.1. Identify any open spaces that shall be dedicated to RPD per the terms outlined in Exhibit N, Public Open Space Improvements and Park Dedication Process

6.2. Identify any amendments to the regulations for open space outlined in Exhibit G, Regulations Regarding Public Access of Privately Owned Community Improvements

Sample Summary Table

Parcel	Assessor's Block Number	Blocks in the DSG	Height/Bulk District	Proposed Heights	Proposed Community Improvement	Proposed Amount of Development	Other Details	Proposed Parking & Parking Ratio
		(1, 2, 3, etc.)		(If applicable)	(Open Space, Community Center, Social Services, Other)	(Square Footage of Improvement)	(Description of Use, Landscape and Program Details)	(Residential and/or Commercial)
1								
2								
3								
4								

7. Infrastructure improvement details:

7.1. Plan of all infrastructure improvements color-coded to identify Public Infrastructure Improvements, and private and temporary improvements

7.2. Plan showing existing streets to be vacated and new streets to be dedicated

7.3. Plan showing location of the phase in relation to the rest of the site; after the first phase, plan must show all previous phases

- 7.4. Plans demonstrating new utilities and streets (to be submitted at a level of detail equal to the Master Infrastructure Plan) including:
 - 7.4.1. Water (all types), combined sewer, dry utilities, Public Stormwater Management Improvements, other – add potential locations of planned connections and any spurs, extensions or additional scope outside of phase needed to make connections
 - 7.4.2. Site access and circulation, fire truck access, and site access to surrounding area
 - 7.4.3. Description and plans showing how services, utilities, and site access will be preserved for existing residents
 - 7.4.4. A streetscape master plan reflecting criteria from the DSG (tree species, special paving specs, etc.)
8. Narrative or schedule of intended order of construction within the phase, by element
9. List of any requested modifications from the Agreement or the Approvals (which will be subject to the approval procedures for Major and Minor Modifications).
10. Affidavit and proof of pre-application community meeting; neighborhood notification and meeting materials.
11. Affidavit confirming that submission is accurate and that additional submissions may be required. (Refer to Appendix I.)

Appendix I to Phase Application for Phase (State Phase #)

DEVELOPER'S AFFIDAVIT

STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

Under penalty of perjury the following declarations are made:

- (a) The undersigned is an authorized signer for the Developer of the Project.
- (b) The information presented is true and correct to the best of my knowledge.
- (c) I understand that other information or applications may be required.

DEVELOPER: (Applicant): _____

Title Block

Date: _____

EXHIBIT L
MITIGATION MEASURES AND MMRP

[see attached]

SUNNYDALE-VELASCO HOPE SF MASTER PLAN PROJECT (CASE 2010.0305E): MITIGATION MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule
Mitigation Measures Agreed to by Project Sponsor				
Cultural and Paleontological Resources				
Mitigation Measure M-CP-2: Archaeological Testing Program				
<p>An Archaeological Testing Program shall be developed to ascertain whether archaeological material may be preserved underneath recent fill within the project CEQA Area of Potential Effect (C-APE). This effort shall entail geosarcheological coring of the eastern-most portion of the project C-APE—in project blocks 1 through 8 east of Santos Street—and shall take place after detailed project design plans have been developed that show the full extent and depth of project construction activity. Additional pre-field investigations into the cut and fill history of the project C-APE should also be undertaken. With these additional data sets, the precise placement and depth of cores can be determined in order to ensure testing coverage is sufficient to identify any unknown archaeological material that would be impacted by construction activities.</p> <p>Based on a reasonable presumption that archaeological resources may be present within the project area, the following measures shall be undertaken to avoid any potentially significant adverse effect from the proposed project on buried archaeological resources. The project sponsor shall retain the services of an archaeological consultant qualified in geosarcheology from the rotational Department Qualified Archaeological Consultants List (QACL) maintained by the Planning Department archaeologist. The project sponsor shall contact the Department archaeologist to obtain the names and contact information for the next three archaeological consultants on the QACL. The archaeological consultant shall undertake an archaeological testing program as specified herein. In addition, the consultant shall be available to conduct an archaeological monitoring and/or data recovery program if required pursuant to this measure. The archaeological consultant's work shall be conducted in accordance with this measure at the direction of the Environmental Review Officer (ERO). All plans and reports prepared by the consultant as specified herein shall be submitted first and directly to the ERO for review and comment, and shall be considered draft reports subject to revision until final approval by the ERO.</p> <p>Archaeological monitoring and/or data recovery programs required by this measure could suspend construction of the project for up to a maximum of four weeks. At the direction of the ERO, the suspension of construction can be extended beyond four weeks only if such a suspension is the only feasible means to reduce to a less than significant level potential effects on a significant archaeological resource as defined in CEQA Guidelines Section 15064.5 (a)(c).</p>	<p>Project sponsor/ archaeological consultant at the direction of the ERO.</p>	<p>Prior to any soil-disturbing activities on the project site. Monitoring as required until soil-disturbing activities end.</p>	<p>Project sponsor to retain a qualified archaeological consultant who shall report to the ERO.</p>	<p>Archaeological consultant shall be retained prior to any soil-disturbing activities.</p> <p>Date archaeological consultant retained: _____</p> <p>Date of initial soil disturbing activities: _____</p>

SUNNYDALE-VELASCO HOPE SF MASTER PLAN PROJECT (CASE 2010.0305E): MITIGATION MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule
Mitigation Measures Agreed to by Project Sponsor (cont.)				
Cultural and Paleontological Resources (cont.)				
Mitigation Measure M-CP-2: Archaeological Testing Program (cont.)				
Consultation with Descendant Communities. On discovery of an archaeological site ¹ an appropriate representative ² of the descendant group and the ERO shall be contacted. The representative of the descendant group shall be given the opportunity to monitor archaeological field investigations of the site and to consult with the ERO regarding appropriate archaeological treatment of the site, of recovered data from the site, and, if applicable, any interpretative treatment of the associated archaeological site. A copy of the Final Archaeological Resources Report shall be provided to the representative of the descendant group.	Project sponsor/ archaeological consultant, and representative of descendant group, at the direction of the ERO.	Initiated upon discovery of an archaeological site associated with descendant groups. Complete upon completion of archaeological field investigations and ERO consultation.	Project sponsor to retain a qualified archaeological consultant who shall report to the ERO.	Date archaeological site discovered: Date field investigations monitored: Date ERO consulted: Date final report sent to descendant group representative:
Archaeological Testing Plan. The archaeological consultant shall prepare and submit to the ERO for review and approval an archaeological testing plan (ATP). The archaeological testing program shall be conducted in accordance with the approved ATP. The ATP shall identify the property types of the expected archaeological resource(s) that potentially could be adversely affected by the proposed project, the testing method to be used, and the locations recommended for testing. The purpose of the archaeological testing program shall be to determine to the extent possible the presence or absence of archaeological resources and to identify and evaluate whether any archaeological resource encountered on the site constitutes an historical resource under CEQA.	Project sponsor/ archaeological consultant at the direction of the ERO.	Prior to any soil-disturbing activities on the project site.	Archaeologist shall prepare and submit draft ATP to the ERO. ATP to be submitted and reviewed by ERO prior to any soil-disturbing activities on the project site.	Date ATP submitted to the ERO: Date ATP approved by the ERO: Date of initial soil disturbing activities:

¹ The term "archaeological site" is intended here to minimally include any archaeological deposit, feature, burial, or evidence of burial.

² 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.

SUNNYDALE-VELASCO HOPE SF MASTER PLAN PROJECT (CASE 2010.0305E): MITIGATION MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule
Mitigation Measures Agreed to by Project Sponsor (cont.)				
Cultural and Paleontological Resources (cont.)				
Mitigation Measure M-CP-2: Archeological Testing Program (cont.)				
At the completion of the archeological testing program, the archeological consultant shall submit a written report of the findings to the ERO. If based on the archeological testing program the archeological consultant finds that significant archeological resources may be present, the ERO in 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. If the ERO determines that a significant archeological resource is present and that the resource could be adversely affected by the proposed project, at the discretion of the project sponsor either: A) The proposed project shall be re-designed so as to avoid any adverse effect on the significant archeological resource; or B) A data recovery program shall be implemented, unless the ERO determines that the archeological resource is of greater interpretive than research significance and that interpretive use of the resource is feasible.	Project sponsor/ archeological consultant at the direction of the ERO.	After completion of the archeological testing program, and before soil disturbing activities begin.	Archeological consultant shall submit a report of 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 measures to be undertaken by project sponsor? Y N
Archeological Monitoring Program. If the ERO in consultation with the archeological consultant determines that an archeological monitoring program shall be implemented the archeological monitoring program shall minimally include the following provisions: <ul style="list-style-type: none">The archeological consultant, project sponsor, and ERO shall meet and consult on the scope of the archeological monitoring program (AMP) reasonably prior to any project-related soils disturbing activities commencing. The ERO in consultation with the archeological consultant shall determine what project activities shall be archeologically monitored. In most cases, any soils-disturbing activities, such as demolition, foundation removal, excavation, grading, utilities installation, foundation work, driving of piles (foundation, shoring, etc.), site remediation, etc., shall require archeological monitoring because of the risk these activities pose to potential archeological resources and to their depositional context.	Project sponsor/ archeological consultant/ monitor/ contractor(s), at the direction of the ERO.	ERO and archeological consultant shall meet prior to commencement of soil-disturbing activities. If the ERO determines that an AMP is necessary, monitor throughout all soil-disturbing activities at the project site.	Project sponsor/ archeological consultant/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: _____

SUNNYDALE-VELASCO HOPE SF MASTER PLAN PROJECT (CASE 2010.0305E): MITIGATION MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule
Mitigation Measures Agreed to by Project Sponsor (cont.)				
Cultural and Paleontological Resources (cont.)				
Mitigation Measure M-CP-2: Archaeological Testing Program (cont.)				
<ul style="list-style-type: none"> The archeological consultant shall advise all project contractors to be on the alert for evidence of the presence of the expected resource(s), of how to identify the evidence of the expected resource(s), and of the appropriate protocol in the event of apparent discovery of an archeological resource; The archeological monitor(s) shall be present on the project site according to a schedule agreed upon by the archeological consultant and the ERO until the ERO has, in consultation with project archeological consultant, determined that project construction activities could have no effects on significant archeological deposits; The archeological monitor shall record and be authorized to collect soil samples and artifactual/ecofactual material as warranted for analysis; If an intact archeological deposit is encountered, all soils-disturbing activities in the vicinity of the deposit shall cease. The archeological monitor shall be empowered to temporarily redirect demolition/excavation/pile driving/construction activities and equipment until the deposit is evaluated. If in the case of pile driving activity (foundation, storing, etc.), the archeological monitor has cause to believe that the pile driving activity may affect an archeological resource, the pile driving activity shall be terminated until an appropriate evaluation of the resource has been made in consultation with the ERO. The archeological consultant shall immediately notify the ERO of the encountered archeological deposit. The archeological consultant shall make a reasonable effort to assess the identity, integrity, and significance of the encountered archeological deposit, and present the findings of this assessment to the ERO. <p>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.</p>				<p>Date AMP implementation complete: _____</p> <p>Date written report regarding findings of the AMP received: _____</p>

SUNNYDALE-VELASCO HOPE SF MASTER PLAN PROJECT (CASE 2010.0305E): MITIGATION MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule
Mitigation Measures Agreed to by Project Sponsor (cont.)				
Cultural and Paleontological Resources (cont.)				
Mitigation Measure M-CP-2: Archeological Testing Program (cont.)				
<p>Archeological Data Recovery Program. The archeological data recovery program shall be conducted in accord with an archeological data recovery plan (ADRP). The archeological consultant, project sponsor, and ERO shall meet and consult on the scope of the ADRP prior to preparation of a draft ADRP. The archeological consultant shall submit a draft ADRP to the ERO. The ADRP shall identify how the proposed data recovery program will preserve the significant information the archeological resource is expected to contain. That is, the ADRP shall 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.</p> <p>The scope of the ADRP shall include the following elements:</p> <ul style="list-style-type: none"> • <i>Field Methods and Procedures.</i> Descriptions of proposed field strategies, procedures, and operations. • <i>Cataloging and Laboratory Analysis.</i> Description of selected cataloguing system and artifact analysis procedures. • <i>Discard and Deaccession Policy.</i> Description of and rationale for field and post-field discard and deaccession policies. • <i>Interpretive Program.</i> Consideration of an on-site/off-site public interpretive program during the course of the archeological data recovery program. • <i>Security Measures.</i> Recommended security measures to protect the archeological resource from vandalism, looting, and non-intentionally damaging activities. • <i>Final Report.</i> Description of proposed report format and distribution of results. • <i>Curation.</i> 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. 	Archeological consultant at the direction of the ERO.	If there is a determination that an ADRP program is required, prior to additional soil-disturbing construction activities.	Project sponsor/archeological consultant/monitor/contractor(s) shall prepare an ADRP if required by the ERO.	<p>ADRP required? Y N</p> <p>Date: _____ Date of scoping meeting for ADRP: _____</p> <p>Date Draft ADRP submitted to the ERO: _____</p> <p>Date ADRP approved by the ERO: _____</p> <p>Date ADRP implementation complete: _____</p>

SUNNYDALE-VELASCO HOPE SF MASTER PLAN PROJECT (CASE 2010.0305E): MITIGATION MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule
Mitigation Measures Agreed to by Project Sponsor (cont.)				
Cultural and Paleontological Resources (cont.)				
<i>Mitigation Measure M-CP-2: Archeological Testing Program (cont.)</i>				
<p>Final Archeological Resources Report. The archeological consultant shall submit a Draft Final Archeological Resources Report (FARR) to the ERO that evaluates the historical significance of any discovered archeological resource and describes the archeological and historical research methods employed in the archeological testing/monitoring/data recovery program(s) undertaken. Information that may put at risk any archeological resource shall be provided in a separate removable insert within the final report.</p> <p>Once approved by the ERO, copies of the FARR shall be distributed as follows: California Archeological Site Survey Northwest Information Center (NWIC) shall receive one (1) copy and the ERO shall receive a copy of the transmittal of the FARR to the NWIC. The Environmental Planning division of the Planning Department shall receive one bound, one unbound and one unlocked, searchable PDF copy on CD of the FARR along with copies of any formal site recordation forms (CA DPR 523 series) and/or documentation for nomination to the National Register of Historic Places/California Register of Historical Resources. In instances of high public interest in or the high interpretive value of the resource, the ERO may require a different final report content, format, and distribution than that presented above.</p>	Archeological consultant at the direction of the ERO.	After completion of archeological data recovery/inventory, and analysis.	Project sponsor/ archeological consultant/monitor/contractor(s) shall prepare an FARR to the ERO.	<p>Date Draft FARR submitted to ERO: _____</p> <p>Date FARR approved by ERO: _____</p> <p>Date of distribution of Final FARR: _____</p> <p>Date of submittal of Final FARR to information center: _____</p>
<i>Mitigation Measure M-CP-3a: Paleontological Resources Mitigation Program</i>				
<p>Prior to ground disturbance, the project sponsor shall retain a qualified paleontologist (is a practicing scientist who is recognized in the paleontologic community and is proficient in vertebrate paleontology) or a California Professional Geologist with appropriate paleontological expertise to carry out all mitigation measures related to paleontological resources. The qualified paleontologist or geologist shall be available "on-call" to project sponsor throughout the duration of ground-disturbing activities.</p>	Paleontologist (or geologist) at the direction of the project sponsor and ERO.	Prior to ground-disturbing activities / during ground-disturbing activities.	Project sponsor/ paleontologist under direction of the ERO.	<p>Date paleontologist retained: _____</p> <p>Date of start of ground-disturbing activities: _____</p>

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Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule
Mitigation Measures Agreed to by Project Sponsor (cont.)				
Cultural and Paleontological Resources (cont.)				
<i>Mitigation Measure M-CP-3b: Paleontological resources training</i>				
All construction forepersons and field supervisors conducting or overseeing subsurface excavations shall be trained by a qualified paleontologist in the recognition of potential fossil materials prior to ground disturbing activities. A one hour pre-construction training on paleontological resources shall also be provided to all other construction workers, but may include videotape of the initial training and/or the use of written materials rather than in person training by the qualified paleontologist. In addition to fossil recognition, the training shall convey procedures to follow in the event of a potential fossil discovery.	Paleontologist (or geologist) at the direction of the project sponsor and ERO.	Prior to ground-disturbing activities / during ground-disturbing activities.	Project sponsor/paleontologist under direction of the ERO.	Date of training: _____ Date of start of ground-disturbing activities: _____
<i>Mitigation Measure M-CP-3c: Assessment and salvage of potential fossil finds</i>				
If potential fossils are discovered during construction, all earthwork or other types of ground disturbance in the immediate vicinity of the find shall stop until the qualified paleontologist can assess the nature and importance of the find. Based on the scientific value or uniqueness of the find, the paleontologist may record the find and allow work to continue, or recommend salvage and recovery of the fossil. If salvage is required, recommendations shall be consistent with current professional standards outlined in the Society of Vertebrate Paleontology, Assessment and Mitigation of Adverse Impacts to Nonrenewable Paleontologic Resources: Standard Guidelines. If required, treatment for fossil remains may include preparation and recovery of fossil materials so that they can be housed in an appropriate museum or university collection.	Paleontologist (or geologist) at the direction of the project sponsor and ERO.	If potential fossils are discovered during construction.	Project sponsor/paleontologist under direction of the ERO.	Fossils discovered? Y N Date find assessed: _____ Date of salvage/recovery (if recommended): _____
<i>Mitigation Measure M-CP-3d: Monitoring by a qualified paleontologist during ground disturbing activities</i>				
If fossils are discovered during construction, a qualified paleontologist shall determine whether monitoring shall be required during remaining ground disturbing activities. If required, a qualified paleontologist, a California Professional Geologist with appropriate paleontological expertise, or paleontological monitor working under the supervision of a qualified paleontologist shall monitor ground-disturbing activities. This monitoring shall consist of periodically inspecting disturbed, graded, and excavated surfaces, as well as soil stockpiles and disposal sites. The frequency of monitoring would be determined by the qualified paleontologist. If the monitor encounters a paleontological resource, he or she shall assess the fossil, and record or salvage it as described in M-CP-3c.	Paleontologist (or geologist) at the direction of the project sponsor and ERO.	If potential fossils are discovered during construction / during ground-disturbing activities. Continues as required until ground-disturbing activities end.	Project sponsor/paleontologist under direction of the ERO.	Fossils discovered? Y N Dates monitoring recommended: _____

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Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule
Mitigation Measures Agreed to by Project Sponsor (cont.)				
Cultural and Paleontological Resources (cont.)				
Mitigation Measure M-CP-4: Inadvertent Discovery of Human Remains				
<p>The following measures shall be implemented in the event of the discovery, or anticipated discovery, of human remains and associated burial-related cultural materials:</p> <p>The treatment of human remains and of associated or unassociated funerary objects discovered during any soil-disturbing activities shall comply with applicable state laws. This shall include immediate notification of the coroner of the county within which the project is located and, in the event of the coroner's determination that the human remains are Native American, notification of the California Native American Heritage Commission, which shall appoint a Most Likely Descendant (MLD) (PRC Section 5097.98). The archaeological consultant, the project sponsor, ERO and MLD shall make all reasonable efforts to develop an agreement for the treatment, with appropriate dignity, of human remains and associated or unassociated funerary objects (CEQA Guidelines Section 15064.5(d)). The agreement shall take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects. The PRC allows 48 hours to reach agreement on these matters. If the MLD and the other parties do not agree on the reburial method, the project sponsor shall follow Section 5097.98(b) of the PRC, which states that "the landowner or his or her authorized representative shall reinter the human remains and items associated with Native American burials with appropriate dignity on the property in a location not subject to further subsurface disturbance."</p>	<p>Project sponsor/archaeological consultant in consultation with the San Francisco Coroner, NAHC, and MLD.</p>	<p>In the event human remains and/or funerary objects are found.</p>	<p>Project sponsor/archaeological consultant to monitor (through-out all soil disturbing activities) for human remains and associated/unassociated funerary objects and, if found, contact the San Francisco Coroner, NAHC/MLD.</p>	<p>Human remains and associated/unassociated funerary objects found? Y N</p> <p>Date: _____</p> <p>Persons contacted: Name: _____ Date: _____ Name: _____ Date: _____</p>
Transportation and Circulation				
Mitigation Measure M-TR-6: Prepare Construction Traffic Control Plan				
<p>The project sponsor shall implement the following measure:</p> <p>To reduce potential delays and conflicts between construction activities and various modes of transportation, the project sponsor and its construction contractor(s) shall prepare a traffic control plan(s) for project construction. The project sponsor and construction contractor(s) shall meet with residents, neighbors, DPW, SFMTA, the Fire Department, SFUSD, Muni Operations, and other City agencies to coordinate feasible measures to reduce transportation conflicts and delays, including temporary transit</p>	<p>Project sponsor / contractor(s)</p>	<p>Prior to each phase of project construction, and implementation during construction.</p>	<p>ERO of the Planning Department, in consultation with SFMTA as necessary</p>	<p>Date Draft plan submitted to ERO: _____</p> <p>Date plan approved by ERO: _____</p>

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Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule
Mitigation Measures Agreed to by Project Sponsor (cont.)				
Transportation and Circulation (cont.)				
Mitigation Measure M-TR-6: Prepare Construction Traffic Control Plan (cont.)				
<p>stop relocations, transit service re-routing, adequate emergency access route(s), and other measures to reduce traffic and transit disruption, pedestrian and bicycle circulation effects, and interference with emergency access during construction of the proposed project. The contractor would be required to comply with the City and County of San Francisco's Regulations for Working in San Francisco Streets, which establish rules and permit requirements so that construction activities can be done safely while minimizing interference with pedestrians, bicyclists, transit, and vehicular traffic.</p> <p>The coordinated plan shall include measures that address street closures, and ensure safe access to the McLaren Early Education School and all occupied residences. It shall also include, but may not be limited to, the following elements:</p> <ul style="list-style-type: none"> • Advisory signs shall be erected several weeks in advance to inform the public of planned street closures in the area. During each construction phase, street closure signs and detour routes shall be posted to direct vehicles to use alternative routes to access the project site. • Emergency vehicle access shall be maintained to the school and all other occupied units and buildings at all times using the temporary streets, detour routes, and/or flagpersons. • Construction staging and worker parking shall occur within the 48-acre Sunnydale-Velasco project site. • The construction contractor shall coordinate with school administrators to ensure safe access to and from the school for students, teachers, and parents at all times. The contractors should <u>shall</u> inquire as to the school start and dismissal times and schedule construction vehicle trips outside of the peak school drop-off and pick up hours to the extent feasible. If avoiding these hours is infeasible, the construction contractor shall provide additional flaggers and crossing guards during school drop-off and pick-up hours near school. • <u>Establish truck traffic routes away from schools, daycares, and residences, or at a location with the least impact if those areas are unavoidable.</u> 				Meeting date(s) with agencies:

SUNNYDALE-VELASCO HOPE SF MASTER PLAN PROJECT (CASE 2010.0305E): MITIGATION MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule
Mitigation Measures Agreed to by Project Sponsor (cont.)				
Transportation and Circulation (cont.)				
<i>Mitigation Measure M-TR-6: Prepare Construction Traffic Control Plan (cont.)</i>				
<ul style="list-style-type: none"> To the extent applicable, the traffic control plan shall conform to Caltrans's Manual of Traffic Controls for Construction and Maintenance Work Zones. 				
<i>Mitigation Measure M-CC-TR-1(a)</i>				
Upon completion of the proposed project, the SFMTA shall regularly monitor vehicular congestion. If LOS at Sunnydale Avenue and Schwerin Street degrades substantially to LOS E, and if consistent with the City's goals for a multi-modal transportation network, then the project sponsor shall work with the SFMTA to add a left-turn pocket at the intersection of Sunnydale Avenue and Schwerin Street on the westbound approach. The project sponsor, or is successor(s), shall make a fair share contribution of funding for the improvement.	Project sponsor	If SFMTA finds that LOS at Sunnydale Avenue and Schwerin Street degrades to LOS E, and if consistent with the City's goals for a multi-modal transportation network	SFMTA, in consultation with ERO as necessary	LOS determined substantially degraded: Date: _____ Fair share contribution made: Date: _____
<i>Mitigation Measure M-CC-TR-1(b)</i>				
Upon completion of the proposed project, the SFMTA shall regularly monitor vehicular congestion. If the project adds more than 5 percent of the southbound left-turn volume at Geneva Avenue and Santos Street, and if consistent with the City's goals for a multi-modal transportation network, then the project sponsor shall work with the SFMTA to add a left-turn pocket at the intersection of Geneva Avenue and Santos Street on the southbound approach. The project sponsor, or is successor(s), shall make a fair share contribution of funding for the improvement.	Project sponsor	If SFMTA finds that project adds more than 5 percent of southbound left-turn volume at Geneva Avenue and Santos Street, and if consistent with the City's goals for a multi-modal transportation network	SFMTA, in consultation with ERO as necessary	5 percent addition to southbound volume determined: Date: _____ Fair share contribution made: Date: _____
<i>Mitigation Measure M-CC-TR-1(c)</i>				
Upon completion of the proposed project, the SFMTA shall regularly monitor vehicular congestion. If the project adds more than 5 percent of the westbound through movement volume at Geneva Avenue and Schwerin Street, and if consistent with the City's goals for a multi-modal transportation network, then the project sponsor shall work with the SFMTA to add a right-turn pocket at the intersection of Geneva Avenue and Schwerin Street on the westbound and southbound approaches. The project sponsor, or is successor(s), shall make a fair share contribution of funding for the improvement.	Project sponsor	If SFMTA finds that project adds more than 5 percent of the westbound through movement volume at Geneva Avenue and Schwerin Street, and if consistent with the City's goals for a multi-modal transportation network	SFMTA, in consultation with ERO as necessary	5 percent addition to westbound volume determined: Date: _____ Fair share contribution made: Date: _____

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Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule
Mitigation Measures Agreed to by Project Sponsor (cont.)				
Noise				
<i>Mitigation Measure M-NO-1a: Construction Specifications to Reduce Noise Levels During Construction</i>				
<p>The project sponsor shall incorporate the following practices into the construction specifications documents to be implemented by the project contractor:</p> <ul style="list-style-type: none"> • Provide enclosures and mufflers for stationary equipment, shrouding or shielding for impact tools, and barriers around particularly noisy operations, such as grading or use of concrete saws within 50 feet of an occupied sensitive land use. • Use construction equipment with lower (less than 70 dB) noise emission ratings whenever possible, particularly air compressors and generators. • Do not use equipment on which sound-control devices provided by the manufacturer have been altered to reduce noise control. • Locate stationary equipment, material stockpiles, and vehicle staging areas as far as practicable from these sensitive receptors. • Prohibit unnecessary idling of internal combustion engines. • Require applicable construction-related vehicles and equipment to use designated truck routes to access the project site. Construction traffic should be routed along Geneva Avenue, Brookdale Avenue and Santos Street and should be managed to avoid peak periods. • Implement noise attenuation measures to the extent feasible (i.e., such that they do not impede efficient operation of equipment or dramatically slow production rates), which may include, but are not limited to, noise barriers or noise blankets. The placement of such attenuation measures shall be reviewed and approved by the Director of Public Works prior to issuance of development permit for construction. • Designate a Noise Disturbance Coordinator who shall be responsible for responding to complaints about noise during construction. The telephone number of the Noise Disturbance Coordinator shall be conspicuously posted at the construction site and shall be provided to the City. Copies of the construction schedule shall also be posted at nearby noise-sensitive areas. 	Project sponsor / contractor(s)	Specifications included in construction specification documents; implemented during construction	ERO, in consultation with Director of Public Works	<p>Date of final construction specification documents with incorporated specifications:</p> <hr/> <p>Date of approval of attenuation measures by Director of Public Works:</p> <hr/>

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Adopted Mitigation Measures		Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule
Mitigation Measures Agreed to by Project Sponsor (cont.)					
Noise					
Mitigation Measure M-NO-1b: Noise Reduction Building Strategies					
For new residential development located along Sunnydale Avenue and Santos Street, the Planning Department and Department of Building Inspection shall require the sponsor to use building materials sufficient to maintain an interior noise level of 45 dBA DNL. The determination of the final specifications shall be completed by a person(s) qualified in acoustical analysis and shall demonstrate with reasonable certainty that the applicable interior noise level can be met. There are a number of measures that could be implemented to achieve this standard. Some examples include:		Project sponsor / contractor(s)	Included in final specifications prior to construction	ERO in consultation with the Department of Building Inspection	Final specifications completed: _____ Date: _____
<ul style="list-style-type: none"> Installation of forced-air ventilation and sound rated construction materials. Installation of noise insulation features such as stucco-sided walls with resilient furring elements and sound-rate windows and doors. 					
Mitigation Measure M-NO-1c Noise Minimization for Residential Open Space					
To minimize effects on residential development at the project site, the Planning Department, through its building permit review process and in conjunction with the noise analysis set forth in Mitigation Measure M-NO-1b, shall require that open space required under the <i>Planning Code</i> for residential uses be protected, to the maximum feasible extent, from existing ambient noise levels sufficient to maintain an exterior noise level of 70 dBA DNL for outdoor open spaces. The determination of the final specifications shall be completed by a person(s) qualified in acoustical analysis and shall demonstrate with reasonable certainty that the applicable interior noise level can be met. Implementation of this measure could involve, among other things, site design that uses the building itself to shield on-site open space from the greatest noise sources, construction of noise barriers between noise sources and open space, and appropriate use of both common and private open space in multi-family dwellings, and implementation would also be undertaken consistent with other principles of urban design.		Project sponsor / contractor(s)	Included in final specifications prior to construction	ERO through Planning Department's permit review process	Final specifications completed: _____ Date: _____

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Adopted Mitigation Measures		Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule
Mitigation Measures Agreed to by Project Sponsor (cont.)					
Air Quality					
Mitigation Measure M-AQ-1: Construction Emissions Minimization					
<p>A. Construction Emissions Minimization Plan (EMP). Prior to issuance of a construction permit, the project sponsor shall submit a Construction Emissions Minimization Plan (Plan) to the Environmental Review Officer (ERO) for review and approval by an Environmental Planning Air Quality Specialist. The Plan shall detail project compliance with the following requirements below. The project sponsor or construction contractor shall assign a construction manager to ensure compliance with the requirements:</p> <ol style="list-style-type: none"> 1. All off-road equipment greater than 25 hp and operating for more than 20 total hours over the entire duration of construction activities shall meet the following requirements: <ol style="list-style-type: none"> a) Where access to alternative sources of power are available, portable diesel engines shall be prohibited; b) All off-road equipment shall have: <ol style="list-style-type: none"> i. Engines that meet or exceed either U.S. Environmental Protection Agency (USEPA) or California Air Resources Board (ARB) Tier 3 off-road emission standards, and ii. Engines that are retrofitted with an ARB Level 3 Verified Diesel Emissions Control Strategy (VDECS).³ c) Exceptions: <ol style="list-style-type: none"> i. Exceptions to A(1)(a) may be granted if the project sponsor has submitted information providing evidence to the satisfaction of the ERO that an alternative source of power is limited or infeasible at the project site and that the requirements of this exception provision apply. Under this circumstance, the sponsor shall submit documentation of compliance with A(1)(b) for onsite power generation. ii. Exceptions to A(1)(b)(ii) may be granted if the project sponsor has submitted information providing evidence to 		Project sponsor/contractor(s)	Prior to issuance of a permit specified in Section 106A.32.6 of the Francisco Building Code. Implementation throughout construction activities.	Project sponsor/contractor(s) to submit EMP; ERO to approve EMP and ensure implementation.	Considered complete on finding by ERO that Plan is complete. Date EMP approved by the ERO: _____

³ Equipment with engines meeting Tier 4 Interim or Tier 4 Final emission standards automatically meet this requirement, therefore a VDECS would not be required.

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Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule
Mitigation Measures Agreed to by Project Sponsor (cont.)				
Air Quality (cont.)				
Mitigation Measure M-AQ-1: Construction Emissions Minimization (cont.)				
<p>the satisfaction of the ERO that a particular piece of off-road equipment with an ARB Level 3 VDECS is: (1) technically not feasible, (2) would not produce desired emissions reductions due to expected operating modes, (3) installing the control device would create a safety hazard or impaired visibility for the operator, or (4) there is a compelling emergency need to use off-road equipment that are not retrofitted with an ARB Level 3 VDECS and the sponsor has submitted documentation to the ERO that the requirements of this exception provision apply. If granted an exception to A(1)(b)(ii), the project sponsor must comply with the requirements of A(1)(c)(iii).</p> <p>iii. If an exception is granted pursuant to A(1)(c)(ii), the project sponsor shall provide the next cleanest piece of off-road equipment as provided by the step down schedules in Table 1.</p>				
TABLE 1: OFF-ROAD EQUIPMENT COMPLIANCE STEP-DOWN SCHEDULE				
Compliance Alternative	Engine Emission Standard	Emissions Control		
1	Tier 3	ARB Level 2 VDECS		
2	Tier 3	ARB Level 1 VDECS		
3	Tier 3	Alternative Fuel*		
<p>How to use the table: If the requirements of A(1)(b) cannot be met, then the project sponsor would need to meet Compliance Alternative 1. Should the project sponsor not be able to supply off-road equipment meeting Compliance Alternative 1, then Compliance Alternative 2 would need to be met. Should the project sponsor not be able to supply off-road equipment meeting Compliance Alternative 2, then Compliance Alternative 3 would need to be met.</p> <p>* Alternative fuels are not a VDECS.</p>				

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Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule
Mitigation Measures Agreed to by Project Sponsor (cont.)				
Air Quality (cont.)				
<i>Mitigation Measure M-AQ-1: Construction Emissions Minimization (cont.)</i>				
<p>2. The project sponsor shall require the idling time for off-road and on-road equipment be limited to no more than two minutes, except as provided in exceptions to the applicable state regulations regarding idling for off-road and on-road equipment. Legible and visible signs shall be posted in multiple languages (English, Spanish, Chinese) in designated queuing areas and at the construction site to remind operators of the two minute idling limit.</p> <p>3. The project sponsor shall require that construction operators properly maintain and tune equipment in accordance with manufacturer specifications. <u>The project sponsor shall require that construction operators locate staging areas and stationary construction equipment, such as generators, as far as possible from sensitive receptors and building HVAC intakes.</u></p> <p>4. The Plan shall include estimates of the construction timeline by phase with a description of each piece of off-road equipment required for every construction phase. Off-road equipment descriptions and information may include, but is not limited to: equipment type, equipment manufacturer, equipment identification number, engine model year, engine certification (Tier rating), horsepower, engine serial number, and expected fuel usage and hours of operation. For VDECS installed: technology type, serial number, make, model, manufacturer, ARB verification number level, and installation date and hour meter reading on installation date. For off-road equipment using alternative fuels, reporting shall indicate the type of alternative fuel being used.</p> <p>5. The Plan shall be kept on-site and available for review by any persons requesting it and a legible sign shall be posted at the perimeter of the construction site indicating to the public the basic requirements of the Plan and a way to request a copy of the Plan. The project sponsor shall provide copies of Plan to members of the public as requested.</p>				

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Adopted Mitigation Measures		Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule
Mitigation Measures Agreed to by Project Sponsor (cont.)					
Air Quality (cont.)					
Mitigation Measure M-AQ-1: Construction Emissions Minimization (cont.)					
B. Reporting. Quarterly reports shall be submitted to the ERO indicating the construction phase and off-road equipment information used during each phase including the information required in A(4). In addition, for off-road equipment using alternative fuels, reporting shall include the actual amount of alternative fuel used.		Project sponsor/contractor(s)	Quarterly during construction.	ERO to receive reports.	Considered complete on findings by ERO that Plan is being/has been implemented. Date plan deemed implemented by ERO: _____
Within six months of the completion of construction activities, the project sponsor shall submit to the ERO a final report summarizing construction activities. The final report shall indicate the start and end dates and duration of each construction phase. For each phase, the report shall include detailed information required in A(4). In addition, for off-road equipment using alternative fuels, reporting shall include the actual amount of alternative fuel used.		Project sponsor/contractor(s)	Within six months of completion of construction activities.	ERO to receive reports.	Date report submitted to ERO: _____
C. Certification Statement and On-site Requirements. Prior to the commencement of construction activities, the project sponsor must certify (1) compliance with the Plan, and (2) all applicable requirements of the Plan have been incorporated into contract specifications.		Project sponsor/contractor(s)	Prior to construction activities requiring the use of off-road equipment	ERO to receive certification statement.	Considered complete on submittal of certification statement. Date certification statement submitted to ERO: _____
Biological Resources					
Mitigation Measure M-BL-1a: Protection of Special Status Bat Species					
The project sponsor shall implement the following measures:		Project sponsor/contractor(s)	Prior to or demolition activities within 250 feet of trees/structures with at least a moderate potential to support special-status bats	ERO to receive copy of completed survey.	Survey completed: Date: _____
<ul style="list-style-type: none"> Prior to construction or demolition activities within 250 feet of trees/structures with at least a moderate potential to support special-status bats, a biologist holding a CDFW collection permit and a Memorandum of Understanding with CDFW allowing the biologist to handle and collect bats) shall survey for bats. If no evidence of bats (i.e., visual or acoustic detection, guano, staining, strong odors) is present, no further mitigation is required. 					

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Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule
Mitigation Measures Agreed to by Project Sponsor (cont.)				
Biological Resources (cont.)				
Mitigation Measure M-BI-1a: Protection of Special Status Bat Species (cont.)				
<ul style="list-style-type: none"> If special-status bats raising pups (also called a maternity colony) are identified within 250 feet of the project area during preconstruction surveys or project construction (typically, maternity colonies are active April 15th through August 15th), the project sponsor shall create a no-disturbance buffer acceptable in size to CDFW around the bat roosts. Bat roosts initiated within 250 feet of the project area after construction has already begun are presumed to be unaffected by project-related disturbance, and no buffer would be necessary. However, the "take" of individuals (e.g., direct mortality of individuals, or destruction of roosts while bats are present) is prohibited. <p>Trees or buildings with evidence of special-status bat activity shall be removed during the time that is least likely to affect bats as determined by a qualified bat biologist (in general, roosts should not be removed if maternity bat roosts are present, typically April 15th through August 15th, and roosts should not be removed if present bats are in torpor, typically when temperatures are less than 40 degrees Fahrenheit). Non-maternity bat roosts shall be removed by a qualified biologist, by either making the roost unsuitable for bats by opening the roost area to allow airflow through the cavity, or excluding the bats using one-way doors, funnels, or flaps.</p>	Project sponsor/contractor(s)	<p>If identified during preconstruction surveys or construction, then</p> <ul style="list-style-type: none"> no-disturbance buffer in place April 15th through August 15th tree / building removal during April 15th through August 15th 	Project sponsor/contractor(s), under supervision of ERO	Considered complete upon removal / protection of all trees / structures with at least a moderate potential to support special-status bats
<ul style="list-style-type: none"> All special-status bat roosts that are destroyed shall be replaced at a 1:1 ratio with a roost suitable for the displaced species. The type of created roosting habitat would be reflective of the habitat preference of the displaced species and would be determined by the bat biologist. An example would be bat boxes for colonial roosters. The roost shall be modified as necessary to provide a suitable roosting environment for the target bat species. 	Project sponsor/contractor(s)	Prior to project occupancy	Project sponsor/contractor(s), under supervision of ERO	Considered complete upon installation of replacement roosts; Date: _____
Mitigation Measure M-BI-1b: Protection of Nesting Birds				
<p>The project sponsor shall implement the following:</p> <ul style="list-style-type: none"> Preconstruction bird surveys shall be conducted by a qualified biologist during the breeding season (breeding season is defined as February 1st through August 15th) if tree removal or building demolition is scheduled to take place during the breeding season. 	Project sponsor/contractor(s)	During the breeding season if tree removal or building demolition is scheduled to take place	ERO to receive copy of completed survey	Survey completed; Date: _____

SUNNYDALE-VELASCO HOPE SF MASTER PLAN PROJECT (CASE 2010.0305E): MITIGATION MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule
Mitigation Measures Agreed to by Project Sponsor (cont.)				
Biological Resources (cont.)				
Mitigation Measure M-BI-1b: Protection of Nesting Birds (cont.)				
<ul style="list-style-type: none"> For raptors, a preconstruction survey for nests and nesting birds shall be conducted within 2 weeks prior to initiation of construction activities if work shall occur during the breeding season. A qualified biologist shall survey all potential nesting sites in the construction limits and within 300 feet and in line of sight of the construction limits. If active nests are located, work shall not occur within 300 feet of the nest until an appropriate buffer zone has been established in coordination with the appropriate agencies (i.e., USFWS and/or CDFW). For other nesting birds protected by the Migratory Bird Treaty Act, a preconstruction survey for active nests shall be conducted by a qualified biologist no more than 2 weeks before construction if work shall occur during the breeding season. The survey shall be conducted within 100 feet of the work areas. If construction would affect the nest, then work shall not occur within 100 feet of the nest until a qualified biologist, in coordination with the appropriate agencies, has established an appropriate buffer zone. Special-status birds that establish nests during the construction period are considered habituated to such activity and no buffer shall be required, except as needed to avoid direct destruction of the nest, which would still be prohibited. <p>Outside of the breeding season (August 16th through January 31st), or after young birds have fledged, as determined by the biologist, work activities may proceed.</p>	Project sponsor/contractor(s)	Survey within 2 weeks prior to initiation of construction activities. Buffer zones established prior to construction activities.	ERO to receive copy of completed survey	Survey completed: Date: _____ Buffer zones established: Date: _____
Hazards/Hazardous Materials				
Mitigation Measure M-HZ-1: Hazardous Building Materials				
The project sponsor shall ensure that PCB-containing equipment, such as fluorescent light ballasts and other potentially hazardous building materials, are removed and properly disposed of prior to the start of demolition. Old light ballasts that would be removed during demolition would be evaluated for the presence of PCBs. In the case where the presence of PCBs in the light ballast could not be verified, then they would be assumed to contain PCBs and handled and disposed of as such, according to applicable laws and regulations. Any other hazardous materials identified either before or during demolition would be abated according to federal, state, and local laws and regulation.	Project sponsor/contractor(s)	Prior to start of demolition. Implementation during demolition activities.	Project sponsor/contractor(s) and DPH as necessary	Date demolition completed: _____

SUNNYDALE-VELASCO HOPE SF MASTER PLAN PROJECT (CASE 2010.0305E): MITIGATION MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule
Mitigation Measures Agreed to by Project Sponsor (cont.)				
Hazards/Hazardous Materials (cont.)				
Mitigation Measure M-HZ-2: Site Mitigation Plan and Radon Survey				
The project sponsor shall retain a qualified environmental consulting firm to prepare a Site Mitigation Plan (SMP) to address the possible discovery of unexpected contaminants during construction. The SMP shall specify procedures to follow upon discovery of suspect soils and include appropriate notification, handling, and disposal protocols. The SMP shall also include contingency response actions, worker health and safety protocols, stormwater protection measures, dust mitigation in accordance with San Francisco Health Code Article 22B, and noise control in accordance with San Francisco Noise Ordinance. The project sponsor shall also prepare work plan describing procedures for the completion of a radon soil vapor survey to be conducted prior to construction. The SMP and radon soil survey work plan shall be submitted to the San Francisco Department of Public Health for review and approval prior to commencement of construction activities.	Project sponsor/contractor(s)	Prior to demolition or construction. Implementation during demolition activities.	SMP and radon soil vapor survey plan shall be submitted to SFPDPH for review and approval	Both plans submitted: Date: _____
Improvement Measures Agreed to by Project Sponsor				
Improvement Measure I-TR-1)				
The project sponsor could work with Recology, the City's designated trash, recycling, and compost hauler, and with the San Francisco Department of the Environment and the SFMTA's Sustainable Streets Division as master planning proceeds to the schematic design stage for the proposed buildings, to ensure that trash, recycling, and composting facilities are designed to ensure maximum diversion of trash from the City's landfill and that the collection bins are stored in such locations to maximize efficiency in container pickup and minimize traffic disruption during collection.	Project sponsor/contractor(s)	As master planning proceeds to the schematic design stage for the proposed buildings	ERO, in consultation with Recology, San Francisco Department of the Environment and the SFMTA's Sustainable Streets Division	
Improvement Measure I-CC-TR				
The project sponsor could work with SFMTA to prohibit left turns at the intersection of Geneva Avenue and Brookdale Avenue by installing raised pavement markers.	Project sponsor/contractor(s)	If SFMTA determines left turns shall be prohibited	SFMTA, in consultation with ERO as necessary	Considered complete upon installation of raised pavement markers

EXHIBIT M
TRANSPORTATION DEMAND MANAGEMENT PLAN
[attached]

SUNNYDALE HOPE SF TRANSPORTATION DEMAND MANAGEMENT PLAN



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Sunnydale HOPE SF

Transportation Demand Management Plan

1.0. INTRODUCTION

This Transportation Demand Management (TDM) Plan includes strategies to support residents, tenant employees, and visitors in making trips by sustainable modes to, from and within the new Sunnydale HOPE SF Project as described in Exhibit C of the Development Agreement.

The primary purpose of this TDM Plan is to reduce the number of driving trips generated as a result of the Project in comparison to the number of driving trips that would be made if the Project was developed but there was no TDM Plan and implementation. This TDM program outlines opportunities of potential growth for mobility management and encourages reduced auto trips during PM peak hours. By promoting carpooling, bike riding, walking, and the use of public transportation the program encourages residents, employees, and visitors to use these alternate modes of transportation. The TDM program will correlate with the City of San Francisco's agencies transportation goals and will require the collaboration between many different transit-driven private and non-profit agencies.

The Sunnydale HOPE SF Project supports the qualities of the City's TDM goals, including:

- Reducing vehicle trips and vehicle miles traveled
- Transportation and land uses located to encourage walking and bicycling
- Streets designed for safe crossing to support walking trips
- Increased usage of neighborhood serving amenities and services for local residents
- Equitable and affordable access

1.1. Overview of Sunnydale and proposed Project

As part of San Francisco's HOPE SF Initiative, a public housing revitalization program, the Sunnydale-Velasco ("Sunnydale") public housing site in the Visitacion Valley neighborhood will be transformed to provide current residents with high quality, sustainable housing and broad scale community development. All existing Sunnydale-Velasco households are low-income with a diverse population of ethnicities/races and various languages spoken at home.

Currently Sunnydale is removed from the city and the rest of Visitacion Valley by topography, the unusual street pattern, and by its barracks-like building design and layout. According to analyses prepared by the San Francisco Department of Public Health, Sunnydale residents experience isolation and segregation from surrounding neighborhoods. Although there are some access points into the neighborhood, the borders surrounding it are impermeable with many dead-end streets. Community members have described an environment in which residents of the surrounding Visitacion Valley

community rarely venture into Sunnydale-Velasco, and vice-versa. The street design and building structures inhibit physical and social connectivity within the site and with existing neighbors, while high traffic volumes and speeds on streets pose safety hazards to pedestrians and bicyclists.

The Project consists of the construction of new neighborhood amenities, streets and infrastructure, and up to 1,770 new affordable and market rate housing units. The goals for the revitalization of Sunnydale is to create a vibrant and healthy mixed-income neighborhood in which residents thrive. The Project should reconnect Sunnydale residents with the surrounding neighborhood and reconnect the surrounding neighborhood with Sunnydale residents. It is envisioned that new housing will bring new residents of different incomes, new quality programs for youth and families, and new open space and green landscaping will provide healthy places to play and to grow local produce.

SFMTA and the Developer acknowledge the importance of excellent Muni and other transit services, which will be vital to the HOPE SF vision of advancing economic mobility and social equity for this community.

1.2. Sunnydale HOPE SF Project

The 50-acre master planned Project will require the demolition of 775 family and senior public housing units. Highlights of the plan include:

- Up to 1,770 units of housing on 41 parcels, including affordable replacement units for each existing Sunnydale/Velasco public housing household; affordable rental and market rate units and affordable for-sale units;
- Approximately 60,000 square feet of community service, recreational, educational facilities and neighborhood-serving retail;
- 3.6 acres of open spaces, including a community garden, a farmer's market pavilion and another 5 acres of secure outdoor courtyards within residential buildings; and
- 12.2 acres of a new and reconfigured street network potentially including "green" features including bioswales and landscaping.

Mercy Housing and Related California will develop, own and manage all of the affordable housing developments throughout the site, including the affordable housing development to be constructed on a half-acre vacant lot located at the southeast corner of Sunnydale Avenue and Hahn Street. The market rate rental and ownership properties will be constructed and managed by other developers. The construction of this new development will be phased over 11 phases in a 12-15 year period. With each phase, existing infrastructure, streets and units will be demolished and replaced with streets in a new street grid with bike lanes and/or sharrows, bus stops, sidewalks, bulb outs and landscaping. The Sunnydale HOPE SF master plan illustration is on the following page.

1.3. Current Transportation Conditions

Over 50% of current Sunnydale/Velasco households do not have cars, therefore, public transit is an important asset to the community. Sunnydale is currently served by a number of SFMTA public transportation options. There are four Muni bus routes (8X, 8BX, 8AX, 9, 56) that traverse (or run adjacent to) the site and one light rail service (T Third) that has a stop approximately 0.8 mile east of the site and can be accessed via bus or walking. While the local transit service to and from the site is

provided by Muni bus routes, these services can be used to access regional transit operators including SamTrans, Bay Area Rapid Transit and Caltrain (which is located less than a mile from the Sunnydale neighborhood).

Changes to the bus routes will be minimal as a result of the master plan build out. During construction, bus routes that are affected will be temporarily re-routed and will be reverted back once construction of the master plan is complete. The Developer will construct the new roadway system and traffic control improvements in phases in advance of or to match the phased development of the blocks. The amount of the existing roadway repaired and/or replaced will likely be the minimum necessary to service the block. Repairs and/or replacement of the existing facilities necessary to serve the block will be designed and constructed by the Developer. Impacts to improvements installed with previous phase of development due to designs of the new phase will be the responsibility of the Developer and will be addressed prior to approval of the permit drawings for the block.

Currently, there are no formal transportation-sharing opportunities available to residents such as carshare and bikeshare, however residents do informally rideshare. There are no designated bicycle routes and lanes adjoining the site and some pathways are not clearly identifiable. Pedestrian traffic in the neighborhood is generally light to moderate and is easily accommodated by the sidewalks and crosswalks in the area.

1.4. Auto Trip Reduction Target

According to the Sunnydale-Velasco Environmental Impact Report/Environmental Impact Statement (EIR/EIS), the proposed Project at full build out, without TDM measures in place, would generate approximately 6,086 net new auto person trips, 3,749 transit trips, 748 walking trips, and 331 other trips (bike, carpool, etc.) for a total of 10,914 trips on a typical day. The goal of this TDM is to reduce this projected auto trips generated by reducing driving by 15% from what the EIR calculated.

Table 1 outlines the auto driving trips at full build out per day during the weekday PM peak period (which is 4:00pm to 6:00pm) without the TDM and the target to achieve with the TDM.

Table 1: Projected trips per day at full buildout

Mode of Transportation	Estimated total trips in PM peak period per EIR/EIS without TDM	Estimated total trips in PM peak period with TDM (15% reduction)
Driving	929	789 (cap for TDM)

Site monitoring for TDM compliance with the auto trip cap will focus on the number of driving trips in the PM peak period per day, and comparing it to the cap of 789 driving trips in the PM peak period per day at full buildout.

Prior to full buildout, the new Project will be constructed in 11 phases over a 15 year or more period, with the portion of the existing Sunnydale-Velasco public housing that remains still occupied. With each phase of new development constructed and occupied by residents, the effectiveness of the TDM

program would be evaluated. The first evaluation would be conducted 18 months after the Certificate of Occupancy has been issued for the first development phase of housing units. After the first phase, the evaluation would be conducted every 2 years, until 2 years after Certificate of Occupancy has been issued for the final phase of the Project.

At each point of evaluation, the number of driving trips in a PM peak period generated by the Project would be counted. The count could occur by a number of methods agreed to by the Developer and the MTA, such as a third party firm engaged by the Developer to observe and document (count) the driving trips generated by the Project. The driving trips count would be arranged so that the driving trips generated by the existing Sunnysdale/Velasco public housing would not be included in the evaluation. This would be accomplished by stationing observers at key locations, or installing temporary technologies to count auto trips from new building driveways and garages.

The maximum number of driving trips for each development phase would be determined by calculating the percentage of new housing units that are constructed in the phase divided by the total of 1,770 housing units. That percentage would be multiplied by the total 789 driving trip maximum for the overall Project. This is calculated for each phase in the table below.

Table 2: Maximum Driving Trips for each Phase

Phase	# of housing units planned	% of total planned units	Project driving trip cap in a PM peak period for the phase	Cumulative Project driving trip cap in a PM peak period for all phases constructed and occupied
Total all phases	1,770	100%		789 driving trips
Parcel Q	55	3%	25	25
1A-1	86	5%	38	63
1A-2	89	5%	40	103
1A-3	173	10%	77	180
1B & 3C	69	4%	31	210
1C	148	8%	66	276
2A	220	12%	98	374
2B	165	9%	74	448
2C	176	10%	78	526
3A	209	12%	93	619
3B	304	17%	136	755
3C	62	3%	27	782

As each new phase is developed and occupied, the maximum number of driving trips in a PM peak period should be updated to reflect all new Project housing units constructed and occupied. This cumulative total of driving trips would be compared to the number of actual driving trips counted in a PM peak period.

A written status on implementation of all TDM measures required by the Plan as well as a report on the driving trips in a PM peak period will be prepared and provided to the SFMTA 18 months after the certificate of occupancy for housing in the first development phase, and then every 2 years after that. If the Project is exceeding the auto trip cap in a PM peak period, the Project (as represented by the Transportation Coordinator, the Developer and property owners as appropriate) will work with the SFMTA to determine the additional data to collect to identify why the trip cap is exceeded, identify

additional TDM measures for the Project to implement, and/or alterations in the implementation of existing TDM strategies as appropriate.

The SFMTA or other City agencies may access the Project site to collect additional data that is outside the TDM compliance to inform its work in transportation planning. City agencies will provide advance notice and coordinate data collection with the Developer.



2.0. TRANSPORTATION DEMAND MANAGEMENT STRATEGIES

2.1. Transportation Demand Management Programs

Strategies that will be implemented in order to support people making sustainable trip choices include:

- Utilizing technology and social media to keep residents up-to-date on transportation information
- Bicycle usage and maintenance station(s) for use by residents
- Carshare and other shared motorized programs
- Improving and distributing transit and carpool rider information
- Secure location for storage of personal items (ie. car seats, strollers, cargo bicycles)

2.1.1. Transportation Coordinator

The TDM Coordinator (TC) is responsible for implementing the ongoing operation of all TDM measures included in the Sunnydale HOPE SF project. The TC will be an employee on site and will be the single point of contact for all residents, employees, and visitors for all transportation-related questions. The TC will provide them with important information they need to take advantage of transportation alternatives that best fit their needs and will also provide continual training to building staff awareness about transportation opportunities available in Sunnydale and in nearby neighborhoods. The Coordinator will also be in charge of the following activities:

- Information Distribution – Develop information packet of transportation services on site including transit routes and schedules, carpooling information, carshare and bikeshare. The TC will be responsible for distributing the packet to new residents, tenants, and employees. The SFMTA website also provides transportation information in nine different languages that will greatly benefit the diverse community.
- Coordination with Residents and Visitors - The neighborhood hub that will be located at Sunnydale Avenue and Hahn Street will be a central location for transportation information to be distributed.
- Promotional Activities – Participate in various activities in the neighborhood such as community fairs and festivals in order to promote and manage the operation of the TDM program. Similar to product advertising, awareness and educational programs, workshops, and community outreach efforts may take the form of promotional campaigns.
- Trip Planning – A plan will be in place for the TC to inform residents of alternatives to single occupancy vehicle usage. The TC could help residents and children obtain discounted or free Muni passes, help to schedule rides with Paratransit and help residents purchase and add funds to their Clipper Cards.

2.1.2. Employers

Employers within the Project (which does not include the existing Sunnydale-Velasco public housing complex) will participate in the TDM program as follows:

- A. The TC will include employers and their employees when outreaching to provide information and trip planning assistance, as well as to coordinate promotional activities.
- B. Bikeshare and carshare should be available to any on-site employers and their employees.
- C. Lease agreements with non-residential tenants will include provisions requiring employers to offer pre-tax transit benefits to employees and to enroll in San Francisco's Emergency Ride Home program. These actions should not present costs to employers.

2.1.3. Carshare

Local carshare organizations will be encouraged to provide services throughout the site with free reserved on-street parking spaces or designated parking spaces within various residential parking garages. Organizations such as ZipCar, Getaround, and GoCarma offer convenient opportunities for members to use vehicles when needed and offer member rates at a reasonable price. The Developer will work with organizations such as these to arrange for discounted rates in order to help minimize the costs for the transportation needs of the low income residents.

This TDM plan aligns with the City's and SFMTA's goals of encouraging and promoting the use of sustainable modes of transportation in order to reduce traffic and to promote healthier lifestyles. The table below displays information from the San Francisco Planning Code as to how many car share parking spaces are required by the City per number of units for residential and non-residential buildings. The goal is to provide carshare opportunities beyond the planning code.

Table 3: Required Carshare Parking Spaces per Building

Land Use	Number of Residential Units/Parking Spaces	Number of Required Car Share Parking Spaces
Residential	0-49 units	0
	50-200 units	1
	200 or more units	2, plus 1 carshare spaces for every 200 dwelling units over 200 units
Non-residential	0-24 parking spaces	0
	25-49 parking spaces	1
	50 or more parking spaces	1, plus 1 carshare space for every 50 parking spaces over 50 parking spaces
Source: San Francisco Planning Code Section 166		

2.1.4. BikeShare

Bicycle-sharing systems, similar to car sharing, allow for individuals to borrow bikes for a short period of time. Bay Area Bike Share (BABS) and local bicycle shops give individuals the opportunity to rent bikes on a regular basis or for one time uses. BABS and other local bike sharing businesses will be encouraged to install pods throughout the site and to give residents the opportunity to utilize bikes on a temporary basis. As the Sunnydale community is a large family community, we will work with organizations to offer cargo bicycles so that entire families can utilize the bicycles as well.

The Developer will work with BABS or other bike sharing organizations to identify locations for pods on-site. Bikesharing companies such as BABS have numerous criteria for selecting new locations including access to solar power, American Disabilities Act requirements, and anticipated demand for the system.

As we begin the revitalization process we will work closely with bike sharing programs to determine beneficial locations based on demand and neighborhood needs. We will also work with them to provide a fleet of bicycles for residents of the site, along with maintenance services for the bicycles.

2.1.5. Storage

In order to accommodate and minimize challenges associated with families making trips without a private vehicle, storage spaces will be provided for residents and visitors. They will be located in secure locations within the residential buildings, open space blocks and the neighborhood Hub for residents and visitors to store personal items such as car seats and bicycles. Access will require a code or key access to be used as they move around the development. Users will be required to sign up for a key or access code prior to using a locker or shared access shed. A designated amount of lockers will be set aside for visitors who will be able to

temporarily access the lockers. These storage lockers will be similar to storage units that are available to Caltrain users, which provide a great level of protection for bikes for extended periods of time.



Example of Caltrain storage units

Bike racks will also be located throughout the site to provide additional storage for bicycle users.

2.1.6. Childcare

The Developer will develop on-site childcare facilities to reduce distance traveled in between work, households, and childcare. On-site childcare will accommodate 60-100 children in child care centers. The affordable rental buildings will also include some units designed for family based day care provided within an apartment unit.

2.2. Technology and information

2.2.1. NextBus

NextBus technology is a public transit vehicle tracking system that predicts when the next public transit vehicle will arrive at any given stop. As we improve on the bus infrastructure throughout the site, we will have these screens displayed at each bus stop where possible to help provide transit users with current transit information. The Developer will work with SFMTA and SFPUC to locate and power this technology. The signs at the transit stops and the needed tracking hardware is paid for by the transit agency and is installed by the SFMTA.

In the near future, NextBus will provide alerts notifying users automatically via computer or wireless device when the NextBus is within a specified distance, allowing people to know exactly when to leave their home or offices to catch the next bus.

2.2.2. Real time transportation information displays

Provide real time transportation information on displays (e.g. large television screens or computer monitors) at prominent locations (entry/exit areas, lobbies, elevator bays) on site to highlight sustainable options and support informed trip-making. Our goal is to implement this technology at each major entry/exit of affordable residential buildings and in the community center and at visible locations in other areas of the community Hub for easy and quick access.

2.2.3. Wayfinding

With new and improved transportation pathway connections, multimodal wayfinding signage will be in key locations to support access to transportation services and infrastructure, including:

- Transit
- Bike share
- Car-share Parking
- Bicycle parking and amenities (including repair stations and fleets)
- Taxi/Shuttle/Carpool/Vanpool pick-up/drop-off locations

Wayfinding signage shall meet City standards for any on-street wayfinding signage, in particular for bicycle and car-share parking, and shall meet best practices of any interior wayfinding.

2.3. Parking Management

The existing site currently contains 430 off-street surface parking spaces (0.55 spaces per dwelling unit) and 452 on-street parking spaces. The proposed Project could provide a maximum of 1,360 off-street parking spaces (0.76 spaces per dwelling unit) in underground and at-grade parking garages in mixed-use and residential buildings, and 525 on-street parking spaces. The actual number of parking spaces constructed will be lower to account for bike storage, construction costs and other factors. Table 3 below outlines the Projected Maximum Off Street Parking Spaces in each of the Project Phases that provides target caps for each phase.

All off-street residential parking spaces would be provided in the parking garages in residential buildings, and parking spaces for the retail and community uses would be provided on the street only. Employees will have access to some off street parking on Block 3, near Sunnydale Avenue and Hahn Street.

Table 4: Projected Maximum Off-Street Parking Spaces per Building Type per Phase

Phase	Affordable Buildings Total off-street parking	Market Rate Buildings Total off-street parking	Total Off-street Parking Spaces
Parcel Q	30	0	30
1A-1	60	0	60
1A-2	60	8	68
1A-3	100	0	100
1B & 3C	56	71	127
1C	62	48	110
2A	110	113	223
2B	62	86	148
2C	48	104	152
3A	0	94	94
3B	48	200	248
Total Off-street Parking Spaces per Building Type	636	724	1360

2.3.1. Bundled Residential Parking

A secure parking garage will be provided in each of the affordable housing buildings for residents of that particular building. Parking spaces are not going to be provided for every unit and will be available upon a specified selection process. Residents will not be charged any fees to utilize the space per affordable housing funding regulations.

2.3.2. Unbundled Residential Parking

Residents who reside in market rate buildings will have access to parking spaces in their buildings garage, but will have to pay for their designated parking spot separately from their units.

2.3.3. Unbundled Non-Residential Parking

On street parking will be available for commercial, retail and service provider patrons and managed by the SFMTA

2.3.4. Bicycle Parking

Bicycle parking will be provided per the planning code requirements. In addition, space will be allotted for bikeshare pod(s). Bicycle parking will be provided both in private garages and within public open

spaces and sidewalks. As previously stated, bike racks will also be located throughout the site to provide additional storage for bicycle users.

2.3.5. On-street Parking Management

The SFMTA will determine what parking management measures are appropriate over time for the site.

2.3.6 Geneva Harney Bus Rapid Transit and impact on TDM plan

The Geneva Harney Bus Rapid Transit (GHBRT) will run on Geneva Avenue, which is located two blocks from the southern edge of the Project. The GHBRT construction is scheduled to start in 2020 and complete in 2023 and will provide direct connection on Geneva Avenue between Balboa BART station to the west, and Bayshore Blvd and potentially to the Bayshore Caltrain Station to the east. This GHBRT service will greatly enhance transportation access and mobility for the Project residents. When the GHBRT engineering drawings are at 65% completion, the SFMTA will notify the Developer, and the off-street parking ratio for the market rate parcels will be capped at .75 spaces per housing unit for any development phase that has not yet been approved by the Planning Department under the Phase Application process described in Exhibit K of the Development Agreement.

At this time and if not already implemented as a result of the periodic evaluation described in Section 1.4 above, market rate developers shall offer contributions of no less than 50% of a year's cost of monthly Muni "M" passes for sustainable transportation options to each market rate dwelling unit and/or employee, at least once annually, for the life of the Project. Contributions will be provided in the form of untaxed e-cash loaded onto a Clipper Card. The percent contribution shall be increased annually to reflect the two-year average consumer price index change for the San Francisco/San Jose Primary Metropolitan Statistical Area or the change in the cost of a monthly Muni only "M" pass, whichever is less. In addition, the property owner may consider providing contributions for credits to subsidize shared rides such as Lyft Line and uberPOOL to transit stations.

EXHIBIT N

PUBLIC OPEN SPACE IMPROVEMENTS AND PARK DEDICATION PROCESS

1. General Terms

- a. The Project includes the creation of new privately-owned, publicly-accessible open spaces and recreational assets (collectively, "open space assets" or "asset") as listed in Table 1 and as identified in Exhibit E (List of Improvements), and as further detailed in the Sunnydale Design Standards and Guidelines ("DSG").
- b. The Parties may determine by mutual agreement that certain open space assets should be acquired, operated, and maintained by the San Francisco Recreation and Parks Department ("RPD"). If the Developer identifies open space assets that could be transferred to RPD, the Developer shall inform RPD of that intent before submitting the Development Phase Application that contains such open space asset. This process for public control is further described in the sections below.
- c. Design & Construction
 - i. The Developer is responsible for the development (including all design, engineering, construction and installation) of all Project open space assets, and all associated costs thereof. Open space assets shall comply with all applicable laws, Basic Approvals, Implementing Approvals, and environmental controls such as the DSG, FEIR/FEIS and Master Infrastructure Plan.
 - ii. Open space assets shall undergo review and approval pursuant to the Design Review process outlined in the Sunnydale SUD and in Exhibit K (Development of Project and Phase Application Process). As described in Exhibit K, the Developer will submit designs of each of the proposed open space assets through the Design Review process. Through the Design Review process and in coordination with the Planning Department, the RPD General Manager or his/her designee will review and comment on designs of proposed privately owned publicly accessible open space assets and/or public infrastructure elements that encroach on existing or proposed RPD property.
 - iii. For any open space asset that is proposed to be dedicated to RPD, the Developer shall follow the review and approval procedures outlined in this Exhibit N.
 - iv. RPD review is intended to promote integration with, and consistency to, adjacent RPD parks and open spaces, particularly Herz Playground and McLaren Park. The Developer will work with RPD to ensure that the

character of new open space assets complement existing and proposed RPD facilities and RPD recreational goals.

d. Operations & Maintenance

- i. Open spaces retained by Developer or Developer’s agent/assignee shall be operated per the terms outlined in Exhibit G (Regulations Regarding Access and Maintenance of Privately Owned Community Improvements). The Developer shall outline a programming plan for each open space asset under its control, including funding source(s) and external partnerships, for review by the San Francisco Mayor’s Office of Housing and Community Development (“MOHCD”) and RPD prior to the completion of each open space asset.
- ii. Open spaces dedicated to RPD shall be operated solely by RPD. However, the Developer shall be required to enter into maintenance agreements as described herein. Prior to initiating the process for public control of an open space asset, the Developer will confirm in writing that the Annual Maintenance Cost for the space can be fully funded by site-generated revenue.

Table 1.

Open Space Asset	Intended Ownership	Intended Operations & Management Responsibility
Block 2 Plaza and Orchard Open Space	Affiliate or Affiliates of Developer, or a Management Association established by the Developer	Developer, Developer’s Affiliate(s), or its agent/assignee or a Management Association established by the Developer
Block 4 Neighborhood Green Open Space		
Block 25 Mid Terrace Open Space		
Block 30 Overlook Open Space		
Block 1 Hub		

2. Consideration of Public Control of Open Space and Recreational Assets

- a. As the Project is implemented over time, the Parties may mutually agree that some of the planned open space assets in the Project are suitable for public control.
- b. If this determination is made, or if a Party would like to explore the potential of public control, then the Parties shall meet in good faith to discuss whether to pursue public control of the open space asset.

- c. If it is decided by the Parties to pursue public control, then the Parties shall comply with the process outlined herein.
- d. If it is decided by the Parties to pursue a public-private model for control of the open space or recreational asset, such as a co-located recreational facility spanning RPD property and the Project, then the Parties will determine an appropriate process that substantially conforms to the process outlined herein.
- e. Prior to initiating the process for public control of open assets described herein, the Developer will confirm that the Annual Maintenance Cost for Central Park can be fully funded by site-generated revenue.

3. Process for Public Control of Open Space and Recreational Assets

a. Park Design Review Process

- i. A minimum of nine months prior to the submittal of the Phase Application that contains an open space asset to be dedicated to RPD, Developer shall inform RPD in writing whether it intends to proceed with the proposed dedication of the open space asset to RPD. If the developer declines to proceed, RPD shall have no further obligations under this Exhibit N. This indication shall not alter the Planning Department's review or approval of the Phase Application.
- ii. A minimum of six months prior to submittal of the Phase Application that contains an open space asset, the Developer and RPD shall enter into a design services contract, which shall be funded by the Developer, to outline the scope of services, costs, and timeline for design of the asset, and to retain an independent consultant or consultant team to produce a concept plan for presentation to the Recreation and Park Commission. The contractor shall be vetted and approved by RPD in advance. The scope of the contract shall include, without limitation, the following:
 - Analysis and presentation of constraints and opportunities of the site, including topography, sunlight, views, neighboring uses, and access;
 - Collaboration with RPD staff to develop concept plan options for the asset design;
 - Preparation of schematic plans, perspectives, and renderings as needed to illustrate conceptual options for the asset design;
 - Cost estimates for construction of one draft Concept Plan, a Final Conceptual Design, and maintenance costs based on the Final Conceptual Design;
 - Preparation of a Final Conceptual Design for consideration and approval by the RPD Commission;

- Preparation of construction documents for review and approval by RPD operations and maintenance staff at 30-60-90% of completion.
- iii. RPD shall lead a design review process, in collaboration with the Developer and consultant, to refine the conceptual design included in the DSG and develop a Final Conceptual Design for the open space asset. This design review process shall supplant the requirements for Design Review approval of Community Improvements outlined in Exhibit K (Development of Project and Phase Application Process). As part of the design review process:
 1. RPD shall conduct community outreach in concert with the Developer to solicit public feedback on the design and program for the asset and shall hold a minimum of three and maximum of five community meetings on the conceptual design.
 2. RPD may request modifications to the conceptual design during the design review process shall be guided by, without limitation, the following goals:
 - Open space asset amenities that contribute to and complement those offered at other nearby parks, including Herz Playground and McLaren Park;
 - Creation of unique identity and sense of place;
 - Creation of area suitable for active uses and amenities well suited to serve the current and projected demographics of the area; and
 - Configuration, layout and materials selection consistent with RPD project standards, design guidelines and best practices for maintenance.
 3. Developer shall prepare a budget of the estimated asset development costs, Asset Construction Budget, as described further below.
 - iv. During conceptual design development, the Developer shall seek and obtain advanced written approval from RPD staff of the design of any utility infrastructure or facilities planned to be built on, over, or beneath the asset, regardless of whether they are designed to provide service to the asset. It is anticipated that the Developer, with assistance from RPD, will establish non-exclusive maintenance access easement agreements with the parties responsible for maintaining those utilities that are not part of and do not serve the asset.
 - v. Upon the fulfillment of the terms listed above, the Developer shall prepare and present a Final Conceptual Design to the Recreation and

Park Commission for approval. The Parties intend that the design review and community outreach process, from execution of the design services contract through approval of the Final Conceptual Design, shall be conducted in an efficient and dedicated manner to last no longer than a period of 18 months. After approval of a Final Conceptual Design for the open space asset, the Developer shall inform RPD in writing within 60 days whether it will proceed with the anticipated dedication of the asset to RPD. If the developer declines to make such dedication, RPD shall have no further obligations under this Exhibit N.

- vi. If the Parties agree and confirm that the recreational asset will be dedicated to the RPD, RPD will cooperate with Developer to apply for local, state, federal or private funding that may be available to develop and operate the open space asset.

b. RPD Funding Agreement

- i. Developer and RPD shall establish a funding agreement to support RPD project management activities during the design review process, including RPD review and approval of the design services contract, outreach and facilitation of community meetings on design, review of construction documents, and construction monitoring. The project management activities shall consist of the equivalent to 60 hours of the regular hourly employee pay rate with fringe benefits for a Project Manager I based on the actual cost at the date of the funding agreement, or design services contract, whichever is earlier.

c. Conceptual Design Cost Estimate

- i. It is in the interest of all Parties to develop a cost estimate for asset construction during the design review process to ensure the Developer can meet its funding obligations and so that RPD can project appropriate maintenance costs for the future asset. The Developer shall identify an Asset Construction Budget, defined below, that has been approved by MOHCD, at the outset of the design review process and the Parties will work together to establish methodology for updating the budget as the design progresses. Throughout the design review process, MOHCD, the Developer, and RPD shall negotiate in good faith to find design solutions that result in estimated development costs that are agreeable to the Parties.
- ii. The Asset Construction Budget shall include all building materials and physical improvements to the land related to facilities, all finish grading, direct labor costs for installation of the improvements, a 10%

construction contingency, and an additional 2% for Public Art per SF Admin Code Sec. 3.19. (if applicable) but shall not include the cost of cut and fill, rough grading, the utility facilities required to serve the site, or storm water management requirements for the Project as a whole.

- iii. The parties may modify the park design during the design review process. However, if the modifications would cause significant additional construction costs – i.e., if the Park Construction Budget would increase by greater than 15% per square foot – then the Developer, MOHCD, and RPD shall review the proposed modifications for feasibility.
- iv. Developer shall disclose to RPD all documentation supporting its analysis of the Asset Construction Budget. If the Parties disagree about whether a design recommended by RPD staff, including selected park features, can be built within the Asset Construction Budget specified above, the parties shall meet and confer in good faith. If unable to resolve their disagreement, the Parties shall be required to jointly select a mediator to resolve the dispute.

d. Open Space Asset Construction and RPD Acquisition

- i. If the Recreation and Park Commission approves the Final Conceptual Design, the Developer shall prepare and submit construction document submittals to RPD staff for review and approval at 30%, 60% and 90% completion.
- ii. RPD and Developer will agree to a schedule for review and approval of construction documents before Developer begins this detailed design work.
- iii. The Developer shall be responsible for obtaining any other City approvals that may be required in connection with the asset design and development, including building permits and any other applicable requirements or restrictions associated with environmental conditions on the site.
- iv. The mutually agreed construction documents shall be consistent with the Final Conceptual Design and utility facilities layout. The final construction documents shall be approved by the RPD General Manager by written notice prior to the commencement of construction.
- v. During the asset construction period, RPD will conduct neutral-party construction monitoring to ensure that the asset is being installed as it was approved by RPD. RPD overhead costs for this task will be reimbursed by the Developer. The Park Construction Budget shall be adjusted by a cost escalation factor of 5% for each 12-month period after

the construction start date projected for the asset by the Phase Application.

- vi. RPD, with assistance from the Department of Public Works Infrastructure Design and Construction Division as applicable, shall inspect the open space asset upon completion of construction. If RPD determines that the asset conforms to the approved construction documents, and all applicable laws and performance standards, then RPD shall issue a written notice to Developer that the asset as constructed meets the agreed criteria. The Parties will then initiate the acquisition process, and RPD shall assume control of the underlying land, if applicable, and improvements, at no cost to RPD.
- vii. Upon dedication, the open space asset will become an RPD asset with all the ongoing maintenance, operations, costs management and programming requirements associated with an RPD-owned and operated facility.
- viii. Upon dedication, RPD holds the authority to approve a final name for the asset.

e. Maintenance Costs and Funding

- i. During the construction document review process, the Parties will work collaboratively to determine an Annual Maintenance Payment for the asset based on the Final Conceptual Design and construction documents. A Maintenance Agreement shall be executed prior to RPD's acceptance of the asset. RPD will not be obligated to acquire the asset until a Maintenance Agreement mutually agreed upon by the Parties is executed.
- ii. The Maintenance Agreement shall include an Annual Maintenance Payment, which shall cover RPD's costs to maintain the asset for a period of 25 years from the date of dedication in accordance with the maintenance standards set forth in Proposition C or any successor standards for maintenance of public parks that may be established by law or RPD policy ("Citywide Park Maintenance Standards"). Such maintenance shall include the services of gardeners, custodians, and security service, the provision of all required utility services, and capital renewal (repair or replacement of damaged or obsolete park improvements and equipment).
- iii. The Annual Maintenance Payment shall equal 4% (four percent) of the Total Replacement Value of the asset. The Total Replacement Value shall be equal to the sum of (1) the Asset Construction Budget as defined above, which shall constitute 70% of the Total Replacement Value; and (2) the estimated soft costs for permitting and design documents, which

shall constitute the remaining 30% of the Total Replacement Value. The Annual Maintenance Payment shall be adjusted annually to reflect increases in labor and materials costs each year thereafter for the duration of the Maintenance Agreement, based on any increase in the CPI-U for the San Francisco Bay Area.

- iv. The City shall set aside and maintain the Maintenance Payments, together with any interest earned thereon, and any amount unspent or uncommitted at the end of the fiscal year shall be carried forward to the next fiscal year and, subject to the budgetary and fiscal limitations of the San Francisco Charter, shall be appropriated only for the purposes specified in this Section.
- v. The Parties anticipate that the Developer will satisfy its maintenance funding obligation by creating a Community Facilities District and/or a management association that will assess property owners in the Development Area. Accordingly, the Maintenance Agreement shall be included in the CC&Rs for any management association created for the Project, and shall be recorded against all parcels in the Project, and/or the obligations of the Maintenance Agreement shall be included as an obligation for any CFD established for the Development Area.

EXHIBIT O

PUBLIC FINANCING

As described in Recital C of this Agreement, the Project is part of the HOPE SF Initiative. Since establishment of HOPE SF in 2007, the City has funded master planning and social services at the Project based on annual appropriations. Pursuant to Section 10.100-370 of the Administrative Code, it shall be City policy to appropriate General Fund dollars to the HOPE SF Fund, established as a category four fund, for the purpose of assisting in the replacement of distressed public housing projects in the City.

MOHCD and the City are committed to predevelopment and gap financing from the HOPE SF Fund and other funds, as appropriation allows, to cover the development cost of the infrastructure, preparation of market rate parcels, open space and affordable housing development at the Project Site and other costs incurred by the Developer related to obligations in the this Agreement that are not covered by other funding sources.

1. Mutual Obligations

- a. The Parties agree to use reasonable good faith efforts to facilitate application for and obtaining authorization to utilize: (i) multi-family tax-exempt or taxable bond financing; (ii) low income housing tax credits; (iii) grants, subsidies, and residual receipt loans from public entities other than the City; and (iv) any other method of low-cost financing that may be available or become available.
- b. The Parties will use good faith best efforts to request and provide funding for the Project at such times and in such amounts as to allow development of the Project in accordance with the Phasing Plan.
- c. The Parties acknowledge that in order to achieve the full buildout of the Phasing Plan, as attached in Exhibit J, within the term of this Agreement public funding will be necessary per the following schedule:
- d. The City and the Master Developer agree that the preceding schedule reflects the parties' desired timeline for relocation, demolition and construction while acknowledging that such schedule is dependent on the availability and commitment of predevelopment and gap funding for all elements of the phase including infrastructure, vertical affordable housing development, vertical mixed use development, and open spaces.
- e. The Parties will update the Phasing Plan to reflect adjustments required to respond to material changes of critical path items, including but not limited to, major public financing applications and awards schedule in the availability of MOHCD and other public funds.

2. Developer's Obligations to Receive Funding

- a. Developer must apply to MOHCD using the HOPE SF loan application for funds.
- b. Developer must remain in compliance with all previous loans received to date from the City for the Project Site.
- c. Developer must remain in compliance with the terms of the Development Agreement.
- d. Developer must apply, as required in executed Loan Agreements with the City, for other financing from such sources including but not limited to the California Tax Credit Allocation Committee, California Debt Allocation Committee, California Department of Housing and Community Development, and HUD.
- e. Developer must comply with the terms of the MDA with the SFHA.
- f. Developer must form necessary affiliates to receive funding as recommended by tax counsel.
- g. All entities formed to receive a loan from the City must be compliant with City vendor requirements and be approved as a vendor in order to receive funding.
- h. Developer is required to submit Development Phase Applications for all Phases that have received predevelopment funding commitments from MOHCD within 12 months of receiving such funding commitments.

3. Loan Approval Process

- a. Developer submits HOPE SF loan application for predevelopment or gap loan to MOHCD Project Manager.
- b. MOHCD Project Manager reviews application and evaluates the proposed project using the MOHCD Underwriting Guidelines, MOHCD Commercial Space Guidelines, MOHCD A&E Guidelines, MOHCD HOPE SF Developer Fee Policy and other applicable policies as amended from time to time.
- c. Upon satisfactory compliance with MOHCD Policies, the MOHCD Project Manager will submit the loan evaluation to the HOPE SF Loan Committee for approval.
- d. The HOPE SF Loan Committee in its sole discretion will approve or reject the loan evaluation.
- e. The loan process is the same for Infrastructure development (including the preparation of market rate parcels) and Affordable Housing development.
- f. The loan process may be amended or changed from time to time.
- g. City loans are typically non-recourse, non-amortizing loans, terms and conditions apply.
- h. City grants may be applicable for funding parts of the project.

4. City Obligations

- a. The City is not obligated to fund the funding applications.

- b. Any and all City funding commitments are contingent on the City's and/or MOHCD's annual or bi-annual budget approval process.
- c. The City intends to fund the projects to their full complete build out in accordance with the Phasing Plan.
- d. The City acknowledges that the Developer's ability to perform construction of Infrastructure, Affordable Buildings and associated demolition of existing buildings and relocation of existing residents pursuant to the Phasing Plan is predicated on receiving funds from the City.
- e. The City acknowledges the complexity of developing a site that is currently occupied and that will require the Developer to work effectively with multiple stakeholders, including SFHA and HUD.
- f. The City will provide ongoing updates to Developer regarding annual funding projections, potential and actual funding delays, and any opportunities for funding acceleration. If, at any time, City anticipates that funding for the Project may be delayed or unavailable, City will provide Developer with written notice thereof, and the parties shall meet and confer to discuss impacts to the Project as a result of funding delays, and to develop a strategy for the continued development of the Project.

EXHIBIT P
MASTER INFRASTRUCTURE PLAN
[attached]

SUNNYDALE-VELASCO HOPE SF MASTER PLAN PROJECT (CASE 2010.0305E): MITIGATION MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule
Mitigation Measures Agreed to by Project Sponsor				
Cultural and Paleontological Resources				
Mitigation Measure M-CP-2: Archeological Testing Program				
<p>An Archeological Testing Program shall be developed to ascertain whether archeological material may be preserved underneath recent fill within the project CEQA Area of Potential Effect (C-APE). This effort shall entail geoarcheological coring of the eastern-most portion of the project C-APE—in project blocks 1 through 8 east of Santos Street—and shall take place after detailed project design plans have been developed that show the full extent and depth of project construction activity. Additional pre-field investigations into the cut and fill history of the project C-APE should also be undertaken. With these additional data sets, the precise placement and depth of cores can be determined in order to ensure testing coverage is sufficient to identify any unknown archeological material that would be impacted by construction activities.</p> <p>Based on a reasonable presumption that archeological resources may be present within the project area, the following measures shall be undertaken to avoid any potentially significant adverse effect from the proposed project on buried archeological resources. The project sponsor shall retain the services of an archeological consultant qualified in geoarcheology from the rotational Department Qualified Archaeological Consultants List (QACL) maintained by the Planning Department archaeologist. The project sponsor shall contact the Department archaeologist to obtain the names and contact information for the next three archeological consultants on the QACL. The archeological consultant shall undertake an archeological testing program as specified herein. In addition, the consultant shall 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 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.</p> <p>Archeological monitoring and/or data recovery programs required by this measure could suspend construction of the project for up to a maximum of four weeks. At the direction of the ERO, the suspension of construction can be extended beyond four weeks only if such a suspension is the only feasible means to reduce to a less than significant level potential effects on a significant archeological resource as defined in CEQA Guidelines Section 15064.5 (a)(c).</p>	Project sponsor/ archeological consultant at the direction of the ERO.	Prior to any soil-disturbing activities on the project site. Monitoring as required until soil-disturbing activities end.	Project sponsor to retain a qualified archeological consultant who shall report to the ERO.	<p>Archeological consultant shall be retained prior to any soil-disturbing activities.</p> <p>Date archeological consultant retained:</p> <hr/> <p>Date of initial soil disturbing activities:</p> <hr/>

SUNNYDALE-VELASCO HOPE SF MASTER PLAN PROJECT (CASE 2010.0305E): MITIGATION MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule
Mitigation Measures Agreed to by Project Sponsor (cont.)				
Cultural and Paleontological Resources (cont.)				
Mitigation Measure M-CP-2: Archeological Testing Program (cont.)				
Consultation with Descendant Communities. On discovery of an archeological site ¹ an appropriate representative ² of the descendant group and the ERO shall be contacted. The representative of the descendant group shall be given the opportunity to monitor archeological field investigations of the site and to consult with the ERO regarding appropriate archeological treatment of the site, of recovered data from the site, and, if applicable, any interpretative treatment of the associated archeological site. A copy of the Final Archeological Resources Report shall be provided to the representative of the descendant group.	Project sponsor/ archeological consultant, and representative of descendant group, at the direction of the ERO.	Initiated upon discovery of an archeological site associated with descendant groups. Complete upon completion of archeological field investigations and ERO consultation.	Project sponsor to retain a qualified archeological consultant who shall report to the ERO.	Date archeological site discovered: _____ Date field investigations monitored: _____ Date ERO consulted: _____ Date final report sent to descendant group representative: _____
Archeological Testing Plan. The archeological consultant shall prepare and submit to the ERO for review and approval an archeological testing plan (ATP). The archeological testing program shall be conducted in accordance with the approved ATP. The ATP shall identify the property types of the expected archeological resource(s) that potentially could be adversely affected by the proposed project, the testing method to be used, and the locations recommended for testing. The purpose of the archeological testing program shall be to determine to the extent possible the presence or absence of archeological resources and to identify and 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 soil-disturbing activities on the project site.	Archeologist shall prepare and submit draft ATP to the ERO. ATP to be submitted and reviewed by ERO prior to any soil-disturbing activities on the project site.	Date ATP submitted to the ERO: _____ Date ATP approved by the ERO: _____ Date of initial soil disturbing activities: _____

¹ The term "archeological site" is intended here to minimally include any archeological deposit, feature, burial, or evidence of burial.

² 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.

SUNNYDALE-VELASCO HOPE SF MASTER PLAN PROJECT (CASE 2010.0305E): MITIGATION MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule
Mitigation Measures Agreed to by Project Sponsor (cont.)				
Cultural and Paleontological Resources (cont.)				
Mitigation Measure M-CP-2: Archeological Testing Program (cont.)				
<p>At the completion of the archeological testing program, the archeological consultant shall submit a written report of the findings to the ERO. If based on the archeological testing program the archeological consultant finds that significant archeological resources may be present, the ERO in consultation with the archeological consultant shall determine if additional measures are warranted.</p> <p>Additional measures that may be undertaken include additional archeological testing, archeological monitoring, and/or an archeological data recovery program. If the ERO determines that a significant archeological resource is present and that the resource could be adversely affected by the proposed project, at the discretion of the project sponsor either:</p> <p>A) The proposed project shall be re-designed so as to avoid any adverse effect on the significant archeological resource; or</p> <p>B) A data recovery program shall be implemented, unless the ERO determines that the archeological resource is of greater interpretive than research significance and that interpretive use of the resource is feasible.</p>	Project sponsor/ archeological consultant at the direction of the ERO.	After completion of the archeological testing program, and before soil disturbing activities begin.	Archeological consultant shall submit a report of findings of the ATP to the ERO.	<p>Date archeological findings report submitted to the ERO: _____</p> <p>ERO determination of significant archeological resource present? Y N</p> <p>Would resource be adversely affected? Y N</p> <p>Additional measures to be undertaken by project sponsor? Y N</p>
<p>Archeological Monitoring Program. If the ERO in consultation with the archeological consultant determines that an archeological monitoring program shall be implemented the archeological monitoring program shall minimally include the following provisions:</p> <ul style="list-style-type: none"> The archeological consultant, project sponsor, and ERO shall meet and consult on the scope of the archeological monitoring program (AMP) reasonably prior to any project-related soils disturbing activities commencing. The ERO in consultation with the archeological consultant shall determine what project activities shall be archeologically monitored. In most cases, any soils-disturbing activities, such as demolition, foundation removal, excavation, grading, utilities installation, foundation work, driving of piles (foundation, shoring, etc.), site remediation, etc., shall require archeological monitoring because of the risk these activities pose to potential archeological resources and to their depositional context; 	Project sponsor/ archeological consultant/ monitor/ contractor(s), at the direction of the ERO.	ERO and archeological consultant shall meet prior to commencement of soil-disturbing activities. If the ERO determines that an AMP is necessary, monitor throughout all soil-disturbing activities at the project site.	Project sponsor/ archeological consultant/monitor/ contractor(s) shall implement the AMP, if required by the ERO.	<p>AMP required? Y N</p> <p>Date: _____</p> <p>Date AMP submitted to the ERO: _____</p> <p>Date AMP approved by the ERO: _____</p>

SUNNYDALE-VELASCO HOPE SF MASTER PLAN PROJECT (CASE 2010.0305E): MITIGATION MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule
Mitigation Measures Agreed to by Project Sponsor (cont.)				
Cultural and Paleontological Resources (cont.)				
Mitigation Measure M-CP-2: Archeological Testing Program (cont.)				
<ul style="list-style-type: none"> The archeological consultant shall advise all project contractors to be on the alert for evidence of the presence of the expected resource(s), of how to identify the evidence of the expected resource(s), and of the appropriate protocol in the event of apparent discovery of an archeological resource; The archeological monitor(s) shall be present on the project site according to a schedule agreed upon by the archeological consultant and the ERO until the ERO has, in consultation with project archeological consultant, determined that project construction activities could have no effects on significant archeological deposits; The archeological monitor shall record and be authorized to collect soil samples and artifactual/ecofactual material as warranted for analysis; If an intact archeological deposit is encountered, all soils-disturbing activities in the vicinity of the deposit shall cease. The archeological monitor shall be empowered to temporarily redirect demolition/excavation/pile driving/construction activities and equipment until the deposit is evaluated. If in the case of pile driving activity (foundation, shoring, etc.), the archeological monitor has cause to believe that the pile driving activity may affect an archeological resource, the pile driving activity shall be terminated until an appropriate evaluation of the resource has been made in consultation with the ERO. The archeological consultant shall immediately notify the ERO of the encountered archeological deposit. The archeological consultant shall make a reasonable effort to assess the identity, integrity, and significance of the encountered archeological deposit, and present the findings of this assessment to the ERO. <p>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.</p>				<p>Date AMP implementation complete:</p> <hr/> <p>Date written report regarding findings of the AMP received:</p> <hr/>

SUNNYDALE-VELASCO HOPE SF MASTER PLAN PROJECT (CASE 2010.0305E): MITIGATION MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule
Mitigation Measures Agreed to by Project Sponsor (cont.)				
Cultural and Paleontological Resources (cont.)				
Mitigation Measure M-CP-2: Archeological Testing Program (cont.)				
<p>Archeological Data Recovery Program. The archeological data recovery program shall be conducted in accord with an archeological data recovery plan (ADRP). The archeological consultant, project sponsor, and ERO shall meet and consult on the scope of the ADRP prior to preparation of a draft ADRP. The archeological consultant shall submit a draft ADRP to the ERO. The ADRP shall identify how the proposed data recovery program will preserve the significant information the archeological resource is expected to contain. That is, the ADRP shall 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.</p> <p>The scope of the ADRP shall include the following elements:</p> <ul style="list-style-type: none"> • <i>Field Methods and Procedures.</i> Descriptions of proposed field strategies, procedures, and operations. • <i>Cataloguing and Laboratory Analysis.</i> Description of selected cataloguing system and artifact analysis procedures. • <i>Discard and Deaccession Policy.</i> Description of and rationale for field and post-field discard and deaccession policies. • <i>Interpretive Program.</i> Consideration of an on-site/off-site public interpretive program during the course of the archeological data recovery program. • <i>Security Measures.</i> Recommended security measures to protect the archeological resource from vandalism, looting, and non-intentionally damaging activities. • <i>Final Report.</i> Description of proposed report format and distribution of results. • <i>Curation.</i> 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. 	Archeological consultant at the direction of the ERO.	If there is a determination that an ADRP program is required, prior to additional soil-disturbing construction activities.	Project sponsor/ archeological consultant/monitor/ contractor(s) shall prepare an ADRP if required by the ERO.	<p>ADRP required? Y N</p> <p>Date: _____</p> <p>Date of scoping meeting for ADRP: _____</p> <p>Date Draft ADRP submitted to the ERO: _____</p> <p>Date ADRP approved by the ERO: _____</p> <p>Date ADRP implementation complete: _____</p>

SUNNYDALE-VELASCO HOPE SF MASTER PLAN PROJECT (CASE 2010.0305E): MITIGATION MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule
Mitigation Measures Agreed to by Project Sponsor (cont.)				
Cultural and Paleontological Resources (cont.)				
Mitigation Measure M-CP-2: Archeological Testing Program (cont.)				
<p>Final Archeological Resources Report. The archeological consultant shall submit a Draft Final Archeological Resources Report (FARR) to the ERO that evaluates the historical significance of any discovered archeological resource and describes the archeological and historical research methods employed in the archeological testing/monitoring/data recovery program(s) undertaken. Information that may put at risk any archeological resource shall be provided in a separate removable insert within the final report.</p> <p>Once approved by the ERO, copies of the FARR shall be distributed as follows: California Archaeological Site Survey Northwest Information Center (NWIC) shall receive one (1) copy and the ERO shall receive a copy of the transmittal of the FARR to the NWIC. The Environmental Planning division of the Planning Department shall receive one bound, one unbound and one unlocked, searchable PDF copy on CD of the FARR along with copies of any formal site recordation forms (CA DPR 523 series) and/or documentation for nomination to the National Register of Historic Places/California Register of Historical Resources. In instances of high public interest in or the high interpretive value of the resource, the ERO may require a different final report content, format, and distribution than that presented above.</p>	Archeological consultant at the direction of the ERO.	After completion of archeological data recovery, inventory, and analysis.	Project sponsor/ archeological consultant/monitor/contractor(s) shall prepare an FARR to the ERO.	<p>Date Draft FARR submitted to ERO: _____</p> <p>Date FARR approved by ERO: _____</p> <p>Date of distribution of Final FARR: _____</p> <p>Date of submittal of Final FARR to information center: _____</p>
Mitigation Measure M-CP-3a: Paleontological Resources Mitigation Program				
<p>Prior to ground disturbance, the project sponsor shall retain a qualified paleontologist (is a practicing scientist who is recognized in the paleontologic community and is proficient in vertebrate paleontology) or a California Professional Geologist with appropriate paleontological expertise to carry out all mitigation measures related to paleontological resources. The qualified paleontologist or geologist shall be available "on-call" to project sponsor throughout the duration of ground-disturbing activities.</p>	Paleontologist (or geologist) at the direction of the project sponsor and ERO.	Prior to ground-disturbing activities / during ground-disturbing activities.	Project sponsor/ paleontologist under direction of the ERO.	<p>Date paleontologist retained: _____</p> <p>Date of start of ground-disturbing activities: _____</p>

SUNNYDALE-VELASCO HOPE SF MASTER PLAN PROJECT (CASE 2010.0305E): MITIGATION MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule
Mitigation Measures Agreed to by Project Sponsor (cont.)				
Cultural and Paleontological Resources (cont.)				
Mitigation Measure M-CP-3b: Paleontological resources training				
All construction forepersons and field supervisors conducting or overseeing subsurface excavations shall be trained by a qualified paleontologist in the recognition of potential fossil materials prior to ground disturbing activities. A one hour pre-construction training on paleontological resources shall also be provided to all other construction workers, but may include videotape of the initial training and/or the use of written materials rather than in person training by the qualified paleontologist. In addition to fossil recognition, the training shall convey procedures to follow in the event of a potential fossil discovery.	Paleontologist (or geologist) at the direction of the project sponsor and ERO.	Prior to ground-disturbing activities / during ground-disturbing activities.	Project sponsor/paleontologist under direction of the ERO.	Date of training: _____ Date of start of ground-disturbing activities: _____
Mitigation Measure M-CP-3c: Assessment and salvage of potential fossil finds				
If potential fossils are discovered during construction, all earthwork or other types of ground disturbance in the immediate vicinity of the find shall stop until the qualified paleontologist can assess the nature and importance of the find. Based on the scientific value or uniqueness of the find, the paleontologist may record the find and allow work to continue, or recommend salvage and recovery of the fossil. If salvage is required, recommendations shall be consistent with current professional standards outlined in the Society of Vertebrate Paleontology, Assessment and Mitigation of Adverse Impacts to Nonrenewable Paleontologic Resources: Standard Guidelines. If required, treatment for fossil remains may include preparation and recovery of fossil materials so that they can be housed in an appropriate museum or university collection.	Paleontologist (or geologist) at the direction of the project sponsor and ERO.	If potential fossils are discovered during construction.	Project sponsor/paleontologist under direction of the ERO.	Fossils discovered? Y N Date find assessed: _____ Date of salvage/recovery (if recommended): _____
Mitigation Measure M-CP-3d: Monitoring by a qualified paleontologist during ground disturbing activities				
If fossils are discovered during construction, a qualified paleontologist shall determine whether monitoring shall be required during remaining ground disturbing activities. If required, a qualified paleontologist, a California Professional Geologist with appropriate paleontological expertise, or paleontological monitor working under the supervision of a qualified paleontologist shall monitor ground-disturbing activities. This monitoring shall consist of periodically inspecting disturbed, graded, and excavated surfaces, as well as soil stockpiles and disposal sites. The frequency of monitoring would be determined by the qualified paleontologist. If the monitor encounters a paleontological resource, he or she shall assess the fossil, and record or salvage it as described in M-CP-3c.	Paleontologist (or geologist) at the direction of the project sponsor and ERO.	If potential fossils are discovered during construction / during ground-disturbing activities. Continues as required until ground-disturbing activities end.	Project sponsor/paleontologist under direction of the ERO.	Fossils discovered? Y N Dates monitoring recommended: _____

SUNNYDALE-VELASCO HOPE SF MASTER PLAN PROJECT (CASE 2010.0305E): MITIGATION MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule
Mitigation Measures Agreed to by Project Sponsor (cont.)				
Cultural and Paleontological Resources (cont.)				
Mitigation Measure M-CP-4: Inadvertent Discovery of Human Remains				
<p>The following measures shall be implemented in the event of the discovery, or anticipated discovery, of human remains and associated burial-related cultural materials:</p> <p>The treatment of human remains and of associated or unassociated funerary objects discovered during any soil-disturbing activities shall comply with applicable state laws. This shall include immediate notification of the coroner of the county within which the project is located and, in the event of the coroner's determination that the human remains are Native American, notification of the California Native American Heritage Commission, which shall appoint a Most Likely Descendant (MLD) (PRC Section 5097.98). The archeological consultant, the project sponsor, ERO and MLD shall make all reasonable efforts to develop an agreement for the treatment, with appropriate dignity, of human remains and associated or unassociated funerary objects (CEQA Guidelines Section 15064.5(d)). The agreement shall take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects. The PRC allows 48 hours to reach agreement on these matters. If the MLD and the other parties do not agree on the reburial method, the project sponsor shall follow Section 5097.98(b) of the PRC, which states that "the landowner or his or her authorized representative shall reinter the human remains and items associated with Native American burials with appropriate dignity on the property in a location not subject to further subsurface disturbance."</p>	Project sponsor/ archeological consultant in consultation with the San Francisco Coroner, NAHC, and MLD.	In the event human remains and/or funerary objects are found.	Project sponsor/ archeological consultant to monitor (through-out all soil disturbing activities) for human remains and associated/ unassociated funerary objects and, if found, contact the San Francisco Coroner, NAHC/MLD.	<p>Human remains and associated/unassociated funerary objects found? Y N</p> <p>Date: _____</p> <p>Persons contacted: Name: _____</p> <p>Date: _____</p> <p>Name: _____</p> <p>Date: _____</p>
Transportation and Circulation				
Mitigation Measure M-TR-6: Prepare Construction Traffic Control Plan				
<p>The project sponsor shall implement the following measure:</p> <p>To reduce potential delays and conflicts between construction activities and various modes of transportation, the project sponsor and its construction contractor(s) shall prepare a traffic control plan(s) for project construction. The project sponsor and construction contractor(s) shall meet with residents, neighbors, DPW, SFMTA, the Fire Department, SFUSD, Muni Operations, and other City agencies to coordinate feasible measures to reduce transportation conflicts and delays, including temporary transit</p>	Project sponsor / contractor(s)	Prior to each phase of project construction, and implementation during construction.	ERO of the Planning Department, in consultation with SFMTA as necessary	<p>Date Draft plan submitted to ERO: _____</p> <p>Date plan approved by ERO: _____</p>

SUNNYDALE-VELASCO HOPE SF MASTER PLAN PROJECT (CASE 2010.0305E): MITIGATION MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule
Mitigation Measures Agreed to by Project Sponsor (cont.)				
Transportation and Circulation (cont.)				
Mitigation Measure M-TR-6 Prepare Construction Traffic Control Plan (cont.)				
<p>stop relocations, transit service re-routing, adequate emergency access route(s), and other measures to reduce traffic and transit disruption, pedestrian and bicycle circulation effects, and interference with emergency access during construction of the proposed project. The contractor would be required to comply with the City and County of San Francisco's Regulations for Working in San Francisco Streets, which establish rules and permit requirements so that construction activities can be done safely while minimizing interference with pedestrians, bicyclists, transit, and vehicular traffic.</p> <p>The coordinated plan shall include measures that address street closures, and ensure safe access to the McLaren Early Education School and all occupied residences. It shall also include, but may not be limited to, the following elements:</p> <ul style="list-style-type: none"> Advisory signs shall be erected several weeks in advance to inform the public of planned street closures in the area. During each construction phase, street closure signs and detour routes shall be posted to direct vehicles to use alternative routes to access the project site. Emergency vehicle access shall be maintained to the school and all other occupied units and buildings at all times using the temporary streets, detour routes, and/or flagpersons. Construction staging and worker parking shall occur within the 48-acre Sunnydale-Velasco project site. The construction contractor shall coordinate with school administrators to ensure safe access to and from the school for students, teachers, and parents at all times. The contractors should <u>shall</u> inquire as to the school start and dismissal times and schedule construction vehicle trips outside of the peak school drop-off and pick up hours to the extent feasible. If avoiding these hours is infeasible, the construction contractor shall provide additional flaggers <u>and crossing guards</u> during school drop-off and pick-up hours near school. <u>Establish truck traffic routes away from schools, daycares, and residences, or at a location with the least impact if those areas are unavoidable.</u> 				<p>Meeting date(s) with agencies:</p> <hr/>

SUNNYDALE-VELASCO HOPE SF MASTER PLAN PROJECT (CASE 2010.0305E): MITIGATION MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule
Mitigation Measures Agreed to by Project Sponsor (cont.)				
Transportation and Circulation (cont.)				
Mitigation Measure M-TR-6 Prepare Construction Traffic Control Plan (cont.)				
<ul style="list-style-type: none"> To the extent applicable, the traffic control plan shall conform to Caltrans's Manual of Traffic Controls for Construction and Maintenance Work Zones. 				
Mitigation Measure M-CC-TR-1(a)				
Upon completion of the proposed project, the SFMTA shall regularly monitor vehicular congestion. If LOS at Sunnydale Avenue and Schwerin Street degrades substantially to LOS E, and if consistent with the City's goals for a multi-modal transportation network, then the project sponsor shall work with the SFMTA to add a left-turn pocket at the intersection of Sunnydale Avenue and Schwerin Street on the westbound approach. The project sponsor, or its successor(s), shall make a fair share contribution of funding for the improvement.	Project sponsor	If SFMTA finds that LOS at Sunnydale Avenue and Schwerin Street degrades to LOS E, and if consistent with the City's goals for a multi-modal transportation network	SFMTA, in consultation with ERO as necessary	LOS determined substantially degraded: Date: _____ Fair share contribution made: Date: _____
Mitigation Measure M-CC-TR-1(b)				
Upon completion of the proposed project, the SFMTA shall regularly monitor vehicular congestion. If the project adds more than 5 percent of the southbound left-turn volume at Geneva Avenue and Santos Street, and if consistent with the City's goals for a multi-modal transportation network, then the project sponsor shall work with the SFMTA to add a left-turn pocket at the intersection of Geneva Avenue and Santos Street on the southbound approach. The project sponsor, or its successor(s), shall make a fair share contribution of funding for the improvement.	Project sponsor	If SFMTA finds that project adds more than 5 percent of southbound left-turn volume at Geneva Avenue and Santos Street, and if consistent with the City's goals for a multi-modal transportation network	SFMTA, in consultation with ERO as necessary	5 percent addition to southbound volume determined: Date: _____ Fair share contribution made: Date: _____
Mitigation Measure M-CC-TR-1(c)				
Upon completion of the proposed project, the SFMTA shall regularly monitor vehicular congestion. If the project adds more than 5 percent of the westbound through movement volume at Geneva Avenue and Schwerin Street, and if consistent with the City's goals for a multi-modal transportation network, then the project sponsor shall work with the SFMTA to add a right-turn pocket at the intersection of Geneva Avenue and Schwerin Street on the westbound and southbound approaches. The project sponsor, or its successor(s), shall make a fair share contribution of funding for the improvement.	Project sponsor	If SFMTA finds that project adds more than 5 percent of the westbound through movement volume at Geneva Avenue and Schwerin Street, and if consistent with the City's goals for a multi-modal transportation network	SFMTA, in consultation with ERO as necessary	5 percent addition to westbound volume determined: Date: _____ Fair share contribution made: Date: _____

SUNNYDALE-VELASCO HOPE SF MASTER PLAN PROJECT (CASE 2010.0305E): MITIGATION MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule
Mitigation Measures Agreed to by Project Sponsor (cont.)				
Noise				
Mitigation Measure M-NO-1a: Construction Specifications to Reduce Noise Levels During Construction				
<p>The project sponsor shall incorporate the following practices into the construction specifications documents to be implemented by the project contractor:</p> <ul style="list-style-type: none"> • Provide enclosures and mufflers for stationary equipment, shrouding or shielding for impact tools, and barriers around particularly noisy operations, such as grading or use of concrete saws within 50 feet of an occupied sensitive land use. • Use construction equipment with lower (less than 70 dB) noise emission ratings whenever possible, particularly air compressors and generators. • Do not use equipment on which sound-control devices provided by the manufacturer have been altered to reduce noise control. • Locate stationary equipment, material stockpiles, and vehicle staging areas as far as practicable from these sensitive receptors. • Prohibit unnecessary idling of internal combustion engines. • Require applicable construction-related vehicles and equipment to use designated truck routes to access the project site. Construction traffic should be routed along Geneva Avenue, Brookdale Avenue and Santos Street and should be managed to avoid peak periods. • Implement noise attenuation measures to the extent feasible (i.e., such that they do not impede efficient operation of equipment or dramatically slow production rates), which may include, but are not limited to, noise barriers or noise blankets. The placement of such attenuation measures shall be reviewed and approved by the Director of Public Works prior to issuance of development permit for construction. • Designate a Noise Disturbance Coordinator who shall be responsible for responding to complaints about noise during construction. The telephone number of the Noise Disturbance Coordinator shall be conspicuously posted at the construction site and shall be provided to the City. Copies of the construction schedule shall also be posted at nearby noise-sensitive areas. 	Project sponsor / contractor(s)	Specifications included in construction specification documents; implemented during construction	ERO, in consultation with Director of Public Works	<p>Date of final construction specification documents with incorporated specifications:</p> <hr/> <p>Date of approval of attenuation measures by Director of Public Works:</p> <hr/>

SUNNYDALE-VELASCO HOPE SF MASTER PLAN PROJECT (CASE 2010.0305E): MITIGATION MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule
Mitigation Measures Agreed to by Project Sponsor (cont.)				
Noise				
Mitigation Measure M-NO-1b: Noise Reduction Building Strategies				
<p>For new residential development located along Sunnydale Avenue and Santos Street, the Planning Department and Department of Building Inspection shall require the sponsor to use building materials sufficient to maintain an interior noise level of 45 dBA DNL. The determination of the final specifications shall be completed by a person(s) qualified in acoustical analysis and shall demonstrate with reasonable certainty that the applicable interior noise level can be met. There are a number of measures that could be implemented to achieve this standard. Some examples include:</p> <ul style="list-style-type: none"> • Installation of forced-air ventilation and sound rated construction materials. • Installation of noise insulation features such as stucco-sided walls with resilient furring elements and sound-rate windows and doors. 	Project sponsor / contractor(s)	Included in final specifications prior to construction	ERO, in consultation with the Department of Building Inspection	Final specifications completed: Date: _____
Mitigation Measure M-NO-1c: Noise Minimization for Residential Open Space				
<p>To minimize effects on residential development at the project site, the Planning Department, through its building permit review process and in conjunction with the noise analysis set forth in Mitigation Measure M-NO-1b, shall require that open space required under the <i>Planning Code</i> for residential uses be protected, to the maximum feasible extent, from existing ambient noise levels sufficient to maintain an exterior noise level of 70 dBA DNL for outdoor open spaces. The determination of the final specifications shall be completed by a person(s) qualified in acoustical analysis and shall demonstrate with reasonable certainty that the applicable interior noise level can be met. Implementation of this measure could involve, among other things, site design that uses the building itself to shield on-site open space from the greatest noise sources, construction of noise barriers between noise sources and open space, and appropriate use of both common and private open space in multi-family dwellings, and implementation would also be undertaken consistent with other principles of urban design.</p>	Project sponsor / contractor(s)	Included in final specifications prior to construction	ERO, through Planning Department's permit review process	Final specifications completed: Date: _____

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Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule
Mitigation Measures Agreed to by Project Sponsor (cont.)				
Air Quality				
Mitigation Measure M-AQ-1: Construction Emissions Minimization				
<p>A. Construction Emissions Minimization Plan (EMP). Prior to issuance of a construction permit, the project sponsor shall submit a Construction Emissions Minimization Plan (Plan) to the Environmental Review Officer (ERO) for review and approval by an Environmental Planning Air Quality Specialist. The Plan shall detail project compliance with the following requirements below. <u>The project sponsor or construction contractor shall assign a construction manager to ensure compliance with the requirements:</u></p> <p>1. All off-road equipment greater than 25 hp and operating for more than 20 total hours over the entire duration of construction activities shall meet the following requirements:</p> <ul style="list-style-type: none"> a) Where access to alternative sources of power are available, portable diesel engines shall be prohibited; b) All off-road equipment shall have: <ul style="list-style-type: none"> i. Engines that meet or exceed either U.S. Environmental Protection Agency (USEPA) or California Air Resources Board (ARB) Tier 3 off-road emission standards, <i>and</i> ii. Engines that are retrofitted with an ARB Level 3 Verified Diesel Emissions Control Strategy (VDECS).³ c) Exceptions: <ul style="list-style-type: none"> i. Exceptions to A(1)(a) <i>may</i> be granted if the project sponsor has submitted information providing evidence to the satisfaction of the ERO that an alternative source of power is limited or infeasible at the project site and that the requirements of this exception provision apply. Under this circumstance, the sponsor shall submit documentation of compliance with A(1)(b) for onsite power generation. ii. Exceptions to A(1)(b)(ii) <i>may</i> be granted if the project sponsor has submitted information providing evidence to 	Project sponsor/contractor(s)	Prior to issuance of a permit specified in Section 106A.3.2.6 of the Francisco Building Code. Implementation throughout construction activities.	Project sponsor/contractor(s) to submit EMP; ERO to approve EMP and ensure implementation.	Considered complete on finding by ERO that Plan is complete. Date EMP approved by the ERO:

³ Equipment with engines meeting Tier 4 Interim or Tier 4 Final emission standards automatically meet this requirement, therefore a VDECS would not be required.

SUNNYDALE-VELASCO HOPE SF MASTER PLAN PROJECT (CASE 2010.0305E): MITIGATION MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule												
Mitigation Measures Agreed to by Project Sponsor (cont.)																
Air Quality (cont.)																
Mitigation Measure M-AQ-1: Construction Emissions Minimization (cont.)																
<p>the satisfaction of the ERO that a particular piece of off-road equipment with an ARB Level 3 VDECS is: (1) technically not feasible, (2) would not produce desired emissions reductions due to expected operating modes, (3) installing the control device would create a safety hazard or impaired visibility for the operator, or (4) there is a compelling emergency need to use off-road equipment that are not retrofitted with an ARB Level 3 VDECS and the sponsor has submitted documentation to the ERO that the requirements of this exception provision apply. If granted an exception to A(1)(b)(ii), the project sponsor must comply with the requirements of A(1)(c)(iii).</p> <p>iii. If an exception is granted pursuant to A(1)(c)(ii), the project sponsor shall provide the next cleanest piece of off-road equipment as provided by the step down schedules in Table 1.</p> <p>TABLE 1: OFF-ROAD EQUIPMENT COMPLIANCE STEP-DOWN SCHEDULE</p> <table><tr><th>Compliance Alternative</th><th>Engine Emission Standard</th><th>Emissions Control</th></tr><tr><td>1</td><td>Tier 3</td><td>ARB Level 2 VDECS</td></tr><tr><td>2</td><td>Tier 3</td><td>ARB Level 1 VDECS</td></tr><tr><td>3</td><td>Tier 3</td><td>Alternative Fuel*</td></tr></table> <p>How to use the table: If the requirements of A(1)(b) cannot be met, then the project sponsor would need to meet Compliance Alternative 1. Should the project sponsor not be able to supply off-road equipment meeting Compliance Alternative 1, then Compliance Alternative 2 would need to be met. Should the project sponsor not be able to supply off-road equipment meeting Compliance Alternative 2, then Compliance Alternative 3 would need to be met.</p> <p>* Alternative fuels are not a VDECS.</p>	Compliance Alternative	Engine Emission Standard	Emissions Control	1	Tier 3	ARB Level 2 VDECS	2	Tier 3	ARB Level 1 VDECS	3	Tier 3	Alternative Fuel*				
Compliance Alternative	Engine Emission Standard	Emissions Control														
1	Tier 3	ARB Level 2 VDECS														
2	Tier 3	ARB Level 1 VDECS														
3	Tier 3	Alternative Fuel*														

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Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule
Mitigation Measures Agreed to by Project Sponsor (cont.)				
Air Quality (cont.)				
Mitigation Measure M-AQ-1: Construction Emissions Minimization (cont.)				
<p>2. The project sponsor shall require the idling time for off-road and on-road equipment be limited to no more than two minutes, except as provided in exceptions to the applicable state regulations regarding idling for off-road and on-road equipment. Legible and visible signs shall be posted in multiple languages (English, Spanish, Chinese) in designated queuing areas and at the construction site to remind operators of the two minute idling limit.</p> <p>3. The project sponsor shall require that construction operators properly maintain and tune equipment in accordance with manufacturer specifications. <u>The project sponsor shall require that construction operators locate staging areas and stationary construction equipment, such as generators, as far as possible from sensitive receptors and building HVAC intakes.</u></p> <p>4. The Plan shall include estimates of the construction timeline by phase with a description of each piece of off-road equipment required for every construction phase. Off-road equipment descriptions and information may include, but is not limited to: equipment type, equipment manufacturer, equipment identification number, engine model year, engine certification (Tier rating), horsepower, engine serial number, and expected fuel usage and hours of operation. For VDECS installed: technology type, serial number, make, model, manufacturer, ARB verification number level, and installation date and hour meter reading on installation date. For off-road equipment using alternative fuels, reporting shall indicate the type of alternative fuel being used.</p> <p>5. The Plan shall be kept on-site and available for review by any persons requesting it and a legible sign shall be posted at the perimeter of the construction site indicating to the public the basic requirements of the Plan and a way to request a copy of the Plan. The project sponsor shall provide copies of Plan to members of the public as requested.</p>				

SUNNYDALE-VELASCO HOPE SF MASTER PLAN PROJECT (CASE 2010.0305E): MITIGATION MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule
Mitigation Measures Agreed to by Project Sponsor (cont.)				
Air Quality (cont.)				
Mitigation Measure M-AQ-1: Construction Emissions Minimization (cont.)				
B. Reporting. Quarterly reports shall be submitted to the ERO indicating the construction phase and off-road equipment information used during each phase including the information required in A(4). In addition, for off-road equipment using alternative fuels, reporting shall include the actual amount of alternative fuel used.	Project sponsor/ contractor(s)	Quarterly during construction.	ERO to receive reports.	Considered complete on findings by ERO that Plan is being/ has been implemented. Date plan deemed implemented by ERO: _____
Within six months of the completion of construction activities, the project sponsor shall submit to the ERO a final report summarizing construction activities. The final report shall indicate the start and end dates and duration of each construction phase. For each phase, the report shall include detailed information required in A(4). In addition, for off-road equipment using alternative fuels, reporting shall include the actual amount of alternative fuel used.	Project sponsor/ contractor(s)	Within six months of completion of construction activities.	ERO to receive reports.	Date report submitted to ERO: _____
C. Certification Statement and On-site Requirements. Prior to the commencement of construction activities, the project sponsor must certify (1) compliance with the Plan, and (2) all applicable requirements of the Plan have been incorporated into contract specifications.	Project sponsor/ contractor(s)	Prior to construction activities requiring the use of off-road equipment	ERO to receive certification statement.	Considered complete on submittal of certification statement. Date certification statement submitted to ERO: _____
Biological Resources				
Mitigation Measure M-BI-1a: Protection of Special Status Bat Species				
The project sponsor shall implement the following measures: <ul style="list-style-type: none"> Prior to construction or demolition activities within 250 feet of trees/structures with at least a moderate potential to support special-status bats, a qualified biologist (i.e., a biologist holding a CDFW collection permit and a Memorandum of Understanding with CDFW allowing the biologist to handle and collect bats) shall survey for bats. If no evidence of bats (i.e., visual or acoustic detection, guano, staining, strong odors) is present, no further mitigation is required. 	Project sponsor/ contractor(s)	Prior to or demolition activities within 250 feet of trees/structures with at least a moderate potential to support special-status bats	ERO to receive copy of completed survey.	Survey completed: Date: _____

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Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule
Mitigation Measures Agreed to by Project Sponsor (cont.)				
Biological Resources (cont.)				
Mitigation Measure M-BI-1a: Protection of Special Status Bat Species (cont.)				
<ul style="list-style-type: none"> If special-status bats raising pups (also called a maternity colony) are identified within 250 feet of the project area during preconstruction surveys or project construction (typically, maternity colonies are active April 15th through August 15th), the project sponsor shall create a no-disturbance buffer acceptable in size to CDFW around the bat roosts. Bat roosts initiated within 250 feet of the project area after construction has already begun are presumed to be unaffected by project-related disturbance, and no buffer would be necessary. However, the "take" of individuals (e.g., direct mortality of individuals, or destruction of roosts while bats are present) is prohibited. <p>Trees or buildings with evidence of special-status bat activity shall be removed during the time that is least likely to affect bats as determined by a qualified bat biologist (in general, roosts should not be removed if maternity bat roosts are present, typically April 15th through August 15th, and roosts should not be removed if present bats are in torpor, typically when temperatures are less than 40 degrees Fahrenheit). Non-maternity bat roosts shall be removed by a qualified biologist, by either making the roost unsuitable for bats by opening the roost area to allow airflow through the cavity, or excluding the bats using one-way doors, funnels, or flaps.</p>	Project sponsor/ contractor(s)	<p>If identified during preconstruction surveys or construction, then</p> <ul style="list-style-type: none"> no-disturbance buffer in place April 15th through August 15th tree / building removal during April 15th through August 15th 	Project sponsor/ contractor(s), under supervision of ERO	Considered complete upon removal / protection of all trees / structures with at least a moderate potential to support special-status bats
<ul style="list-style-type: none"> All special-status bat roosts that are destroyed shall be replaced at a 1:1 ratio with a roost suitable for the displaced species. The type of created roosting habitat would be reflective of the habitat preference of the displaced species and would be determined by the bat biologist. An example would be bat boxes for colonial roosters. The roost shall be modified as necessary to provide a suitable roosting environment for the target bat species. 	Project sponsor/ contractor(s)	Prior to project occupancy	Project sponsor/ contractor(s), under supervision of ERO	Considered complete upon installation of replacement roosts: Date: _____
Mitigation Measure M-BI-1b: Protection of Nesting Birds				
<p>The project sponsor shall implement the following:</p> <ul style="list-style-type: none"> Preconstruction bird surveys shall be conducted by a qualified biologist during the breeding season (breeding season is defined as February 1st through August 15th) if tree removal or building demolition is scheduled to take place during the breeding season. 	Project sponsor/ contractor(s)	During the breeding season if tree removal or building demolition is scheduled to take place	ERO to receive copy of completed survey	Survey completed: Date: _____

SUNNYDALE-VELASCO HOPE SF MASTER PLAN PROJECT (CASE 2010.0305E): MITIGATION MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule
Mitigation Measures Agreed to by Project Sponsor (cont.)				
Biological Resources (cont.)				
Mitigation Measure M-BI-7b: Protection of Nesting Birds (cont.)				
<ul style="list-style-type: none"> For raptors, a preconstruction survey for nests and nesting birds shall be conducted within 2 weeks prior to initiation of construction activities if work shall occur during the breeding season. A qualified biologist shall survey all potential nesting sites in the construction limits and within 300 feet and in line of sight of the construction limits. If active nests are located, work shall not occur within 300 feet of the nest until an appropriate buffer zone has been established in coordination with the appropriate agencies (i.e., USFWS and/or CDFW). For other nesting birds protected by the Migratory Bird Treaty Act, a preconstruction survey for active nests shall be conducted by a qualified biologist no more than 2 weeks before construction if work shall occur during the breeding season. The survey shall be conducted within 100 feet of the work areas. If construction would affect the nest, then work shall not occur within 100 feet of the nest until a qualified biologist, in coordination with the appropriate agencies, has established an appropriate buffer zone. Special-status birds that establish nests during the construction period are considered habituated to such activity and no buffer shall be required, except as needed to avoid direct destruction of the nest, which would still be prohibited. <p>Outside of the breeding season (August 16th through January 31st), or after young birds have fledged, as determined by the biologist, work activities may proceed.</p>	Project sponsor/ contractor(s)	Survey within 2 weeks prior to initiation of construction activities. Buffer zones established prior to construction activities.	ERO to receive copy of completed survey	Survey completed: Date: _____ Buffer zones established: Date: _____
Hazards/Hazardous Materials				
Mitigation Measure M-HZ-1: Hazardous Building Materials				
The project sponsor shall ensure that PCB-containing equipment, such as fluorescent light ballasts and other potentially hazardous building materials, are removed and properly disposed of prior to the start of demolition. Old light ballasts that would be removed during demolition would be evaluated for the presence of PCBs. In the case where the presence of PCBs in the light ballast could not be verified, then they would be assumed to contain PCBs and handled and disposed of as such, according to applicable laws and regulations. Any other hazardous materials identified either before or during demolition would be abated according to federal, state, and local laws and regulation.	Project sponsor/ contractor(s)	Prior to start of demolition. Implementation during demolition activities.	Project sponsor/ contractor(s) and DPII as necessary	Date demolition completed: _____

SUNNYDALE-VELASCO HOPE SF MASTER PLAN PROJECT (CASE 2010.0305E): MITIGATION MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Schedule
Mitigation Measures Agreed to by Project Sponsor (cont.)				
Hazards/Hazardous Materials (cont.)				
Mitigation Measure M-HZ-2: Site Mitigation Plan and Radon Survey				
<p>The project sponsor shall retain a qualified environmental consulting firm to prepare a Site Mitigation Plan (SMP) to address the possible discovery of unexpected contaminants during construction. The SMP shall specify procedures to follow upon discovery of suspect soils and include appropriate notification, handling, and disposal protocols. The SMP shall also include contingency response actions, worker health and safety protocols, stormwater protection measures, dust mitigation in accordance with San Francisco Health Code Article 22B, and noise control in accordance with San Francisco Noise Ordinance.</p> <p>The project sponsor shall also prepare work plan describing procedures for the completion of a radon soil vapor survey to be conducted prior to construction. The SMP and radon soil survey work plan shall be submitted to the San Francisco Department of Public Health for review and approval prior to commencement of construction activities.</p>	Project sponsor/ contractor(s)	Prior to demolition or construction. Implementation during demolition activities.	SMP and radon soil vapor survey plan shall be submitted to SFPDPH for review and approval	Both plans submitted: Date: _____
Improvement Measures Agreed to by Project Sponsor				
Improvement Measure I-TR-D				
The project sponsor could work with Recology, the City's designated trash, recycling, and compost hauler, and with the San Francisco Department of the Environment and the SFMTA's Sustainable Streets Division as master planning proceeds to the schematic design stage for the proposed buildings, to ensure that trash, recycling, and composting facilities are designed to ensure maximum diversion of trash from the City's landfill and that the collection bins are stored in such locations to maximize efficiency in container pickup and minimize traffic disruption during collection.	Project sponsor/ contractor(s)	As master planning proceeds to the schematic design stage for the proposed buildings	ERO, in consultation with Recology, San Francisco Department of the Environment and the SFMTA's Sustainable Streets Division	
Improvement Measure I-CC-TR				
The project sponsor could work with SFMTA to prohibit left turns at the intersection of Geneva Avenue and Brookdale Avenue by installing raised pavement markers.	Project sponsor/ contractor(s)	If SFMTA determines left turns shall be prohibited	SFMTA, in consultation with ERO as necessary	Considered complete upon installation of raised pavement markers



Sunnydale HOPE SF

Master Infrastructure Plan

Report prepared by Sunnydale HOPE SF Master Plan Development and Design Team

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November 1, 2016

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Sunnydale HOPE SF

Master Infrastructure Plan

Section 1 Introduction/Project Description

1.1 Purpose

The Sunnydale HOPE SF development ("Project") is a master planned development of up to 1,700 new affordable and market rate housing units, new open spaces, neighborhood serving amenities, and new streets and utility infrastructure to be built in place of the existing Sunnydale-Velasco public housing site ("Project Site") owned by the San Francisco Housing Authority ("SFHA"). The Project also includes a vacant half acre site located outside the Project Site at the southeast corner of Hahn and Sunnydale Streets, which will be developed as an infill site into affordable housing units under the Sunnydale HOPE SF Special Use District, the zoning control for the development of the Project. This infill lot is not included in this Master Infrastructure Plan.

This Master Infrastructure Plan ("MIP") serves as an exhibit to the Development Agreement ("DA") between Sunnydale Development Co., LLC and its Assignees ("Developer") and the City and County of San Francisco ("City") that controls the development of the Project. The DA describes the Project, and the roles and responsibilities of the Developer and the City in the design, financing, permitting, construction and monitoring of the Project. The term of the DA is 25 years.

The MIP describes the Project Site, its existing conditions, and the new infrastructure to be constructed in phases to support the phased development of the Project. The inclusion of the MIP as an exhibit to the executed DA constitutes the vetting of the MIP by the various City departments responsible for approving elements of the design and construction of the Project infrastructure. The DA, including the MIP, will serve as a reference for City permitting and monitoring over the course of the 25 year term of the DA.

1.2 Existing Conditions

Of the four properties chosen by the San Francisco Housing Authority for development under the HOPE SF program – a program aimed at revitalizing the City's most distressed public housing properties – Sunnydale is the largest and one of the most isolated. Tucked below

the southeastern border of McLaren Park, Sunnydale is removed from the city and the rest of Visitacion Valley by topography, the unusual street pattern, and by its barracks-like building design.

Today, Sunnydale's 775 housing units on 50 acres reflect a serious decline from the original design and construction. Entire systems require full replacement: the buildings and site are not compliant with building codes or ADA, and there are conditions that pose ongoing health and safety risks to residents, visitors and staff. Water intrusion into the units and the exterior canopies over the unit entries provide evidence of structural decline.

The stormwater utility system, sanitary sewage system, interior plumbing lines, electrical system, hot water heating system, hydronic radiator heating units, landscaping, irrigation system, and the site's asphalt pavement base and sidewalks must all be fully replaced.

1.3 Land Use Program

Anticipated land uses at Sunnydale include up to 1,700 new residential units, a 30,000 square foot Community Center, approximately 30,000 square feet of retail and community serving space, 6.5 acres of new open spaces and over 12 acres of new and reconfigured streets. These maximum land use plan numbers have been used to develop utility demands. The master land use plan is illustrated in Figure 1.1.

1.4 Master Infrastructure Plan Overview

The MIP will govern the construction and development of infrastructure on the Project Site, as well as off-site work needed to support the Project. The MIP may be modified to the extent that such additional infrastructure is mutually agreed to by the City and the Developer, consistent with the terms of the DA.

The MIP and DA define infrastructure improvements to be provided by the Developer as an integral part of the Project. The Project infrastructure obligations of the City and its agencies and departments are described in the DA.

As described in this MIP, the San Francisco 2015 Subdivision Regulations were the basis of design for the MIP. The design of the Project infrastructure will comply with the Subdivision Regulations that apply at the time of permitting, except where this may conflict with Sections 7.2 and 7.3 of the Development Agreement.

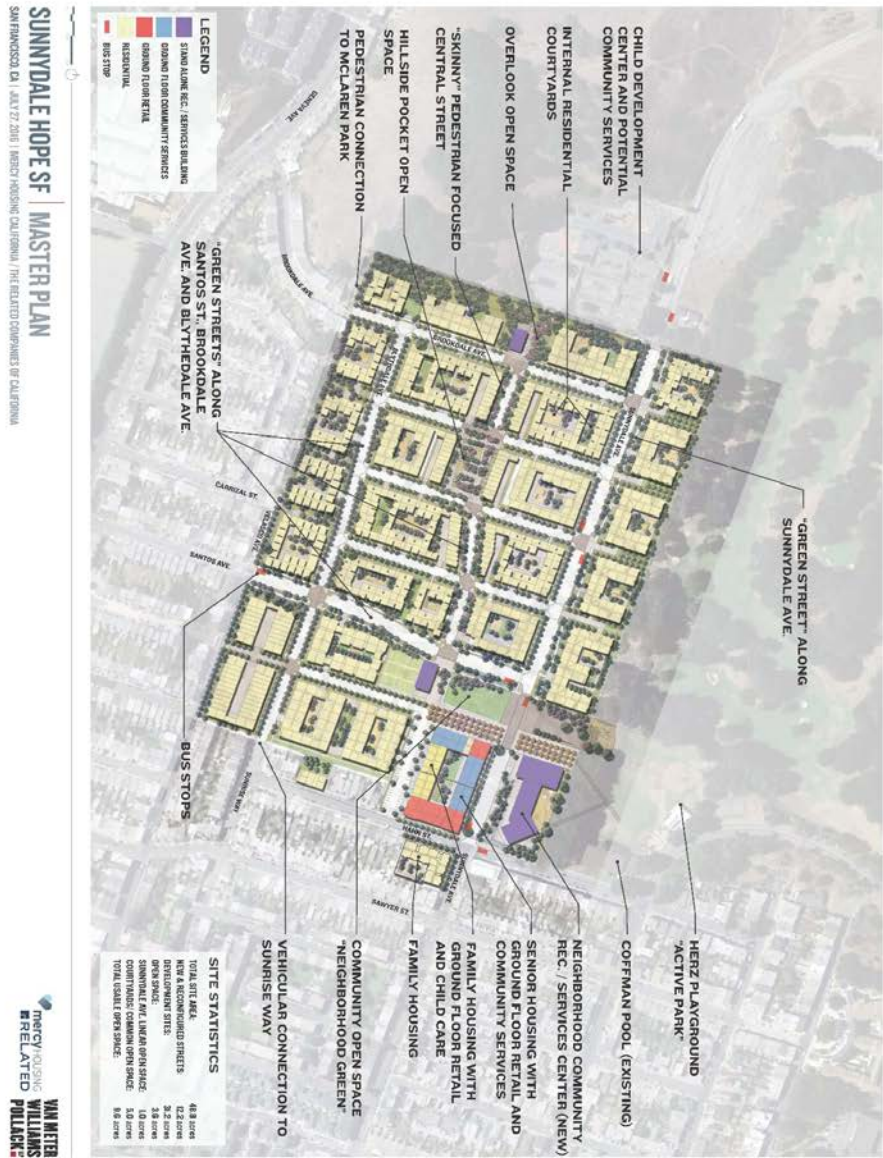


Figure 1.1.

Sunnydale HOPE SF Master Infrastructure Plan

Section 1.4.1 Improvements to be owned and maintained by City

Per Section 2.66 of the DA, the City will ultimately own and maintain the following Public Infrastructure Improvements:

- The roadway and streetscape elements located in the public rights of way, upon acceptance by the City's Department of Public Works ("SFDPW").
- Water and wastewater utility infrastructure and streetlights within the street improvements upon acceptance by the San Francisco Public Utilities Commission ("SFPUC").
- The green stormwater infrastructure located in the public rights of way, upon acceptance by the SFPUC and SFDPW, as applicable.
- Power utility infrastructure owned by SFPUC per the SFPUC's *Rules and Regulations Governing Electric Service*.

The following is a list of infrastructure items to be owned, operated and maintained by the San Francisco Metropolitan Transportation Agency ("SFMTA") within the public rights of way:

- a. Security cameras and monitors if desired by SFMTA
- b. Signals and Signal Interconnects for MUNI Bus Prioritization signals
- c. TPS signal preempt detectors
- d. Conduit containing TPS signal cables
- e. Departure prediction ("NextBus") monitors and related communications equipment
- f. Bus shelters
- g. Paint for MUNI stops on poles or asphalt delineating coach stops
- h. Asphalt painting for transit lanes
- i. Crosswalk striping
- j. Bike lane and facility striping
- k. Bicycle racks
- l. Street signs
- m. Stop signs

Section 1.4.2 Improvements to be maintained by the Project Community Association

The following infrastructure improvements will be maintained by the Project Community Association. (The Project Community Association will be a project-wide association of

Sunnydale HOPE SF Master Infrastructure Plan

4

property owners and occupants.) Prior to the Association's acceptance of maintenance responsibility, the Developer or its Assignees will be responsible for maintenance. These infrastructure improvements are not owned by the City and County of San Francisco.

- New street and utility infrastructure that has been constructed but not yet accepted by the City or utility agencies may be transferred from the Developer to the Project Community Association.
- Street trees and tree wells and irrigation systems located within the public right of way shall be maintained by the adjacent property owner, unless City legislation currently pending is enacted that transfers the maintenance responsibility to the City.
- Pedestrian and bicycle paths that are located on private property but are publicly accessible, such as the path located between Blocks 32 and 33 leading from Blythdale Avenue to Velasco Street, and the paths that are located within the open space blocks described in Section 8.
- The open spaces in Blocks 2, 4, 25 and 30.
- Art and seating in bulb outs or other public right of way areas not accepted by the City for maintenance
- Special paving not accepted by the City for maintenance

1.5 Property Acquisition, Dedication and Easements

The mapping, street vacations, property acquisition, and dedication and acceptance of streets and other infrastructure improvements will be accomplished through the Subdivision Mapping process. Except as otherwise noted, the infrastructure described in the MIP will be constructed in the public rights of way or in dedicated easement areas to provide City and utility company access for maintenance of infrastructure facilities.

Private utility facilities located in the public right of way as designated and authorized by the California Public Utilities Commission and San Francisco Public Utilities Commission will also be installed in accordance with the standards of the utility companies providing service.

1.6 Project Datum

All elevations referred to herein are based on the City of San Francisco datum. All horizontal and vertical measurements shall refer to CCSF-13.

1.7 Conformance with EIR/EIS and Entitlements

The MIP has been developed to be consistent with the Mitigation Monitoring and Reporting Program ("MMRP") required as a result of the joint Environmental Impact

Report/Environmental Impact Statement ("EIR/EIS") for the Project, and other land use entitlement documents. Regardless of whether specifically included in the MIP, the mitigation measures described in the MMRP shall apply to the Project.

1.8 Applicability of Uniform Codes and Infrastructure Standards

Future modifications of the MIP and/or City standards, guidelines and codes that affect the Project are subject to the requirements of the DA.

1.9 Project Phasing

The Project will be developed in phases to accommodate the relocation of existing households at the Project Site and the City's flow of funds and budget for the Project. Each phase will involve demolition of existing conditions and the construction of new infrastructure and public rights of way, and housing in one or more parcels or Blocks, as such Blocks are shown in Figure 7.2. The development of the infill lot at the southeast corner of Hahn Street and Sunnydale Avenue will not require housing unit demolition.

Some phases will also include the construction of publicly accessible open spaces (Blocks 2, 4, 25 and 30) and neighborhood serving facilities, including a stand-alone community center at Block 1.

Figures 1.2 and 1.3 illustrate the phased demolition and construction of the Project. The phasing sequence is proposed as follows: 1A-1, 1A-2, 1A-3, 1B, 1C, 2A, 2B, 2C, 3A, 3B, and 3C. Phases may be combined or developed concurrently.

For each phase, the Developer will relocate any remaining existing residents from the phase area, abate any hazardous materials in the structures or soil, and demolish the existing units and infrastructure. The Developer will coordinate the demolition so that the areas of the Project Site that continue to provide housing to existing households do not experience a disruption to their utility services, transportation service or street access to their housing.

The Developer will construct new utilities and streets to serve the phase and its future users and occupants, as well as future phases and applicable existing occupants. The Developer will connect new infrastructure in the phase to existing infrastructure for the remainder of the Project Site. Repairs or modifications of existing infrastructure facilities as necessary to facilitate this connection will be designed by the Developer based on existing infrastructure information from the City and utility agencies. Each phase shall be self-sustaining, full, complete and functional. Constructed phases may not rely on future phases in order to fully function.

At all phases of development prior to the full build out of the Project, the Developer shall demonstrate to SFPUC that a functioning water and wastewater infrastructure system is in place at all times and complies with applicable federal, State and City laws. In addition, the Developer is responsible for maintaining a safe flow path for the 100-year storm at all times during development of the Project. The SFPUC shall review the adequacy of the flow path for the 100-year storm for full build out as well as all phases prior to the full build out. The Developer is responsible for providing and maintaining any temporary infrastructure that is necessary to provide functional service to any phase of development prior to full build out. The SFPUC is not obligated to accept or operate temporary infrastructure; however, in certain circumstances the SFPUC may elect to operate temporarily utilities (not at SFPUC's expense) if the temporary infrastructure is needed to serve existing customers.

SUNNYDALE HOPE SF | PHASING DIAGRAM-DEMOLITION

SAN FRANCISCO, CA | OCTOBER 28, 2016 | MERCY HOUSING, THE RELATED COMPANIES OF CALIFORNIA

YAN METER
WILLIAMS
 mercy housing
 RELATED
POLLACK

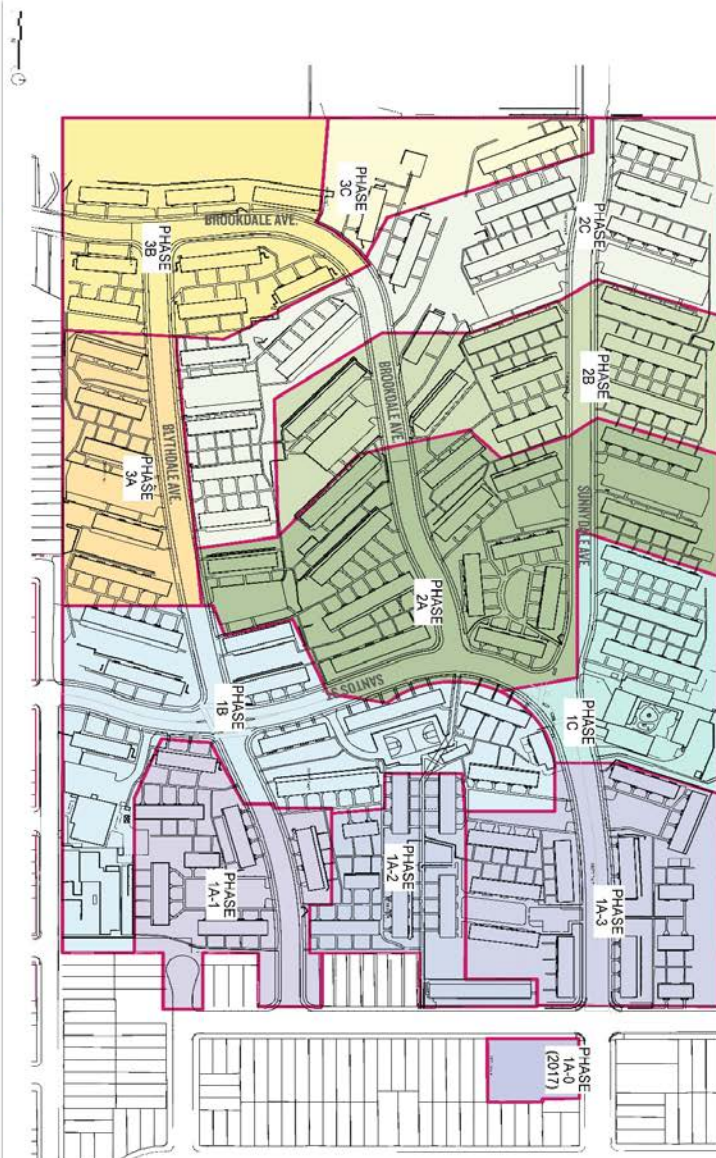


Figure 1.2.

SUNNYDALE HOPE SF PHASING DIAGRAM-CONSTRUCTION

SAN FRANCISCO, CA (OCTOBER 20, 2018) MERCY HOLDINGS, THE RELATED COMPANIES OF CALIFORNIA

VAN METTER
WILLIAMS
RELATED POLLACK

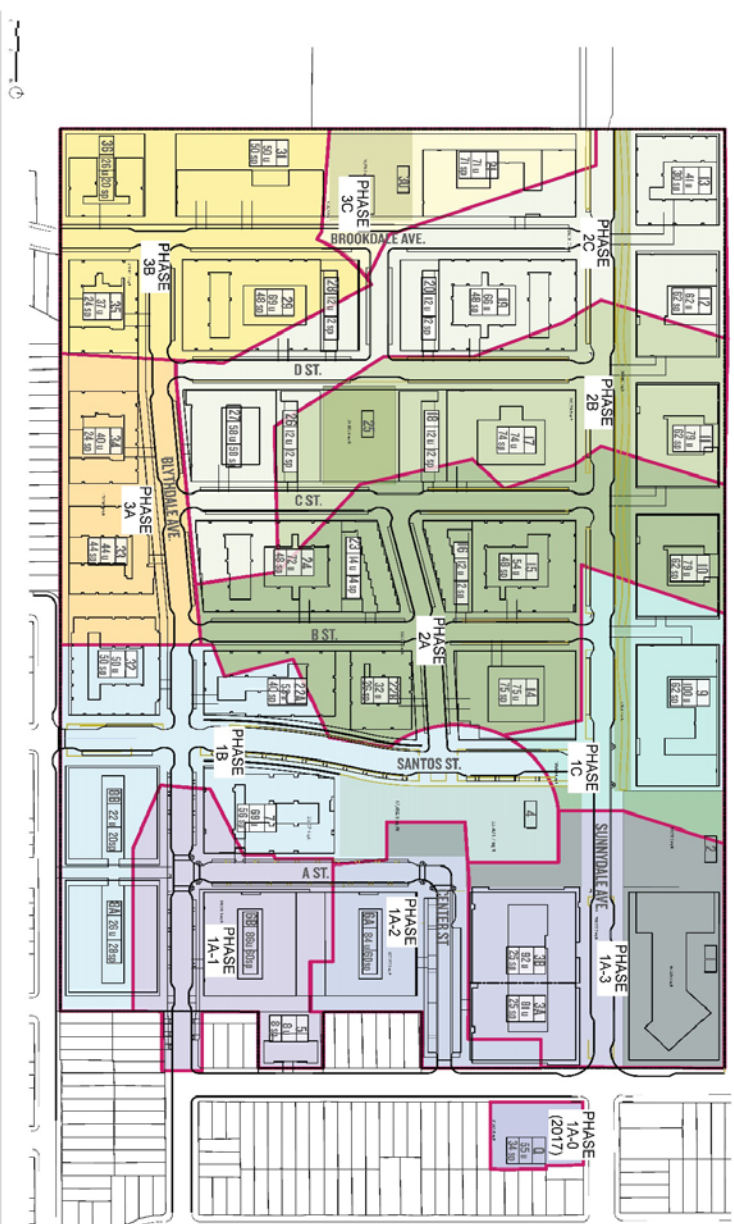


Figure 1.3.

Sunnydale HOPE SF Master Infrastructure Plan

As described in more detail in Section 9, the Project as a whole, and at the completion of each phase, will include the construction of stormwater management infrastructure to comply with SFPUC and SFPDW requirements and the City's Stormwater Design Guidelines. Housing parcels, as well as open space and the community center parcels, will include individual stormwater control plans for each parcel, which will be reviewed as part of the building permit application process for the parcel. The new public rights of way will include green stormwater infrastructure ("GSI") in a combination of bio-retention areas and permeable paving. The stormwater management controls for the public rights of way within a phase may not meet SFPUC requirements for volume and rate reduction for the public rights of way within that phase, but cumulatively, with all previous phases taken together, the Project's public rights of way will meet the SFPUC requirement. Upon submittal of an application for each phase (a "Phase Application"), the Developer will submit the GSI plans for the public rights of way in the phase, showing how the GSI will meet SFPUC requirements, along with Developer's tracking of progress of all phases to date toward the SFPUC requirements for the public rights of way.

As described in more detail in Section 14, the Project as a whole, and at the completion of each phase, will include the construction of a new joint trench system delivering gas, electric (including streetlights), and communications services to the Project to comply with the requirements of the SFPUC, as the electrical utility, of PG&E, as the gas service provider, of private utilities (Comcast and AT&T) as communications service providers, and of the City's emergency communications system. Upon submittal of an application for each phase (a "Phase Application"), the Developer will submit joint trench and, where required, streetlight distribution, plans showing how these new utility services will meet the applicable requirements for that phase of development, as well as how utility services will continue to be provided to all existing buildings remaining occupied within the Project.

1.9.1 Phase Application Process

For each phase, the Developer will submit a Phase Application to the City as described in the DA. Phase Applications will include a description of the scope of the phase, including the infrastructure to be constructed and how it ties back to the existing infrastructure for the portion of the Project Site that is not yet developed. The infrastructure includes streets, utilities, and transportation network. The improvements are to correspond with the proposed subdivision map for the Phase.

The Phase Application, once reviewed by the Planning Department, will be followed by construction document submittals ("Street Improvement Plans") for the infrastructure in the phase. These Street Improvement Plans will be submitted to the City agencies for review at 30%, 60% and 90% completion, and at 100% completion for issuance of a permit by DPW.

The Developer and the City agree that the Developer may proceed with Phase Applications according to the phases described herein. The Developer, with approval from the City, may revise the project phasing if needed.

1.10 Mapping, Street Vacation and Street Dedication Approach

The Project Site is 50 acres, and the total construction, which will occur in multiple phases, is anticipated to last 12-20 years. The mapping, street vacation and street dedication processes for the Project are proposed to enable the phasing of the demolition, construction and acceptance of infrastructure improvements. The Developer will prepare and submit a master street vacation application to vacate public rights of way ("ROW") under a "conditioned vacation" approach in which rights of way in a phase would be officially vacated only at the satisfaction of the City's conditions and subject to alternative streets being available as determined by the DPW Director. A Street Vacation and Street Dedication Ordinance that covers the entire Project Site will be recorded, but no ROWs or street improvements will be vacated or dedicated until a Final Map is recorded and improvements are built within the limits of a particular portion of the phase of development covered by that Final Map. The Developer's Phase Application to the City for any given phase will describe the streets to be vacated in that phase. As required by State and City law, all street vacations will occur only after City departmental review and notice and after satisfaction of the statutory conditions that enable the Board of Supervisors to approve the street vacation.

Prior to or concurrent with the master street vacation application, the Developer plans to submit an application for a master Tentative Map for the entire Project Site to DPW. The Tentative Map will show the design improvements and new streets, final parcelization, and entitle the homeownership units (condominiums). There is no offer of dedication given at the time that the Tentative Map is approved; this map is just a general conceptual design for approval of the development. The life of the Tentative Map will be extended by the City to 25 years, the term of the DA. Under Govt. Code Section 66452.6(a)(1) "a tentative map on property subject to a development agreement authorized by Article 2.5 (commencing with Section 65864) of Chapter 4 of Division 1 may be extended for the period of time provided for in the agreement, but not beyond the duration of the agreement."

A Final Map will then be created for the area of each development phase. Then the streets will be constructed as shown on the Final Map for a development phase. Once construction is complete and the improvements inspected and determined satisfactory, the City can accept the public streets/easements. In order to be accepted, the entire street will have to be full, complete and functional prior to being considered for acceptance. The Offer of Dedication on the Final Map will not yet create a public street; that only occurs after

the improvements are built and the City formally accepts the improvements.

Since the existing buildings located within a phase will need to be demolished prior to the approval of a Final Map for a phase, the Department of Building and Inspection (DBI) will need to issue its approval for building demolition prior to the recording of the Final Map and DBI's issuance of the building permit for the new housing units in that phase.

Section 2 Sustainability

Sustainable infrastructure is designed to facilitate the use of walking, biking and public transit as preferred forms of transportation, while reducing the use of resources such as water and energy. Key benefits of sustainable site design and infrastructure elements include improved health and a cleaner environment. For the Project, sustainable infrastructure includes stormwater management facilities (i.e. landscaped open space areas, landscape strips, flow-thru planters, bio-retention areas), infrastructure to support walking, biking and public transit, and energy-efficient outdoor lighting. Each of these elements is addressed in other chapters of the MIP.

Sustainable building designs will be addressed in the individual Phase Application and building permit application documents. The design of sustainable project elements within the public rights-of-way will be reviewed as part of the construction approval process of Street Improvement Plans for each phase of development. Refer to the Sunnydale HOPE SF Design Standards and Guidelines for specific sustainability controls.

Section 3 Environmental Remediation

3.1 Summary of Previous Environmental Assessment

The new infrastructure for the Project will be developed phase by phase in conjunction with each residential phase developed, as illustrated in the Phasing Plans in Figures 1.2 and 1.3. The requirements presented in this section may be subject to change if future federal, state, or local regulations are changed, or unforeseen site conditions warrant such modification of the requirements.

3.1.1 Phase I Environmental Site Assessment

A Phase I Environmental Site Assessment (Phase I ESA) was conducted in March and April 2010, covering the full Project Site. The Phase I ESA was conducted in conformance with the scope and limitations of ASTM Practice E 1527-05, and was performed to identify the potential presence of contamination due to current or historic land use at the Project Site that could have an adverse environmental impact on future land development. Results of the Phase I ESA are presented in the following report:

"Final Phase I Environmental Site Assessment Report, 1654 Sunnydale Avenue Site, San Francisco, California", prepared by AEW Engineering, Inc. (AEW) and dated April 5, 2010 (Phase I ESA Report). This report was approved by the San Francisco Department of Public Health on August 4, 2010. Based on the information obtained, the following major findings and conclusions were presented in the Phase I ESA Report:

- The site was developed between 1935 and 1946. The adjacent properties primarily consist of a mixture of residential and commercial uses;
- The improvements on the site consist of 93 one- to two-story buildings containing 785 residential units, one office administration building, playgrounds, paved parking, and grass landscape;
- During the site reconnaissance, no adverse environmental condition (i.e. soil discoloration or staining) was observed;
- Due to the age of the buildings and their construction in the 1940s, it is anticipated that asbestos, polychlorinated biphenyls ("PCB") ballasts and capacitors, and lead based paint are likely present within the buildings;
- Again based on age of the buildings, the earlier coatings of exterior walls are likely to contain lead-based paints. Past painting of the exterior walls might have required removal of loose paint on the walls or sand-blasting to remove the old paint layers, which may impact the shallow soil around the buildings;
- According to the radon database maintained by California Department of Health Services (California DHS), five test results have been identified for sites located within the zip code of the proposed development area. One of the five findings recorded in the California DHS database exceeded 4.0 picocuries per liter of radon (Ca DHS 2009);
- The site is not recorded in any of the databases searched by Environmental Data Resources, Inc. ("EDR"); and

Based on the results of the database search, a total of five sites are identified that are located within a one-mile radius at higher or similar elevations as the Project Site, and are designated with "Open" environmental remediation status. A review of the available files from regulatory agencies concluded that the chemicals of concern associated at these five sites are not anticipated to pose adverse environmental impact to the subsurface environment at the Project Site.

The Phase I ESA recommended the following:

- Radon testing program is to be conducted on newly developed buildings prior to occupancy;
- A Phase II site investigation program is to be conducted to develop a general understanding of the chemical environment in subsurface soil and groundwater;
- A materials survey and assessment is to be conducted to identify any asbestos, PCBs (including electrical parts, equipment and transformer-related sources), lead based paint and other hazardous materials within the buildings and to evaluate the need and the extent, if any, of required hazardous material abatement.
- All planned construction activities are to be completed in compliance with appropriate local, state, and federal regulations, including those related to worker safety, waste management (including transportation and disposal), storm water management, and air emissions, such as dust and particulate matter (PM₁₀).

3.1.2 Phase II Environmental Site Assessment, Initial Phase Site Development

A Phase II Environmental Site Assessment ("Phase II ESA") was conducted in the development area that consists of Phases 1A-1, 1A-2, 1A-3, 1B, and 1C (Phase 1 Area) in February 2011. The Phase II ESA has been conducted to address the site characterization recommendations described in the Phase I ESA Report for the Phase 1 Area. Results of the Phase II ESA are presented in the following report:

"Phase II Environmental Site Assessment Report, 1654 Sunnydale Avenue Site, San Francisco, California", prepared by AEW and dated June 2011 (the Phase II ESA Report). This report was approved by SFDPH on June 17, 2011.

The Phase II ESA consisted of the following elements:

- Soil and grab groundwater sampling and analyses from soil borings; and
 - Shallow soil sampling and analyses around existing buildings.
- Subsurface Soil Samples from Soil Borings. Results of the subsurface soil analyses indicated that, with the exception of arsenic and vanadium, all tested analyses results were detected below their respective California Regional Quality Control Board San Francisco Region's Environmental Screening Level (ESL) as under residential scenario in Table A and California Environmental Protection Agency - California Human Health Screening Level (CHHSL) values. Based on the rationale presented in the Phase II ESA Report, it is believed that the detected concentrations of arsenic in soil are likely representative of background concentration of arsenic and vanadium at the Project Site.

Results of the chemical analyses, including leaching tests, indicated that none of the subsurface soil samples were reported to have concentrations above the respective California and federal hazardous criteria: California Total Threshold Limit Concentration (TTL) value, California Soluble Threshold Limit Concentration (STLC) value or the federal Toxicity Characteristic Leaching Procedure (TCLP) value. Therefore, the soil represented by these soil samples is considered as non-hazardous waste.

Shallow Soil Samples around Existing Buildings. Results of the subsurface soil analyses indicated that, with the exception of arsenic and vanadium, all tested analyses results were detected below their respective ESL values. Based on the rationale presented in the Phase II ESA Report, it is believed that both arsenic and vanadium are likely representative of background concentrations of arsenic and vanadium in soil.

Results of the chemical analyses including leaching tests indicated that none of the subsurface soil samples were reported to have concentrations above the respective California and federal hazardous criteria: TTL value, STLC value or the TCLP value. Therefore, the soil represented by these soil samples is considered as non-hazardous waste.

Based on the results of the Phase II ESA, the following were recommended:

- No site mitigation would be required for chemicals with detected concentrations in soil exceeding the ESLs for the reasons as stated above;
- The site development is to comply with the San Francisco Department of Public Health Article 22B Ordinance ("Article 22B") for dust mitigation during site construction. A dust mitigation plan including dust management and monitoring protocols shall be developed in compliance with the Article 22B requirements;
- To ensure the safety of personnel during construction, a health and safety program is to be developed and implemented to protect workers from exposure to chemicals above the applicable federal and state Occupational Safety and Health Administration's (OSHA) Permissible Exposure Limits (PELs). Such protocols should include personal protective equipment requirements, worker decontamination procedures, and air monitoring strategies to ensure that the workers are adequately protected; and
- A waste management and disposal plan for soil and dewatered groundwater, if any, is to be developed and implemented by the construction contractor to ensure compliance with proper waste classification in accordance with applicable regulations and waste acceptance requirement by the landfill facility and SFPUC for wastewater discharge.

3.1.3 Phase II 2016 Environmental, Phases 1, 2 and 3 Site Development

An environmental investigation was conducted in the development area that consists of Phase 1, Phase 2 and Phase 3 in March, 2016. The Phase II ESA has been conducted to perform a supplemental soil characterization on pesticides within the Phase 1 area, and to characterize subsurface soil and groundwater within the Phases 2 and 3 areas to establish general baseline conditions of chemical quality in the subsurface environment across the Phases 2 and 3 areas. Results of the Phase II ESA are presented in the following report:

"Environmental Investigation Report, Phases 1, 2 and 3 Developments, Sunnydale Hope SF Project Site, San Francisco, California. Prepared by AEW and dated June 10, 2016. (The 2016 Report).

The environmental investigation consisted of the following elements:

- Shallow soil sampling and analyses around existing buildings; and
- Soil and grab groundwater sampling and analyses from soil borings.

Phase I area supplemental characterization. Pesticides were reported at concentrations below the respective RSL, ESL, DTSC Screening Levels and CHHSLs. Results of the shallow soil samples collected from around existing building indicated that with the exception of arsenic, all metals results were below their Tier 1 ESLs and data criteria presented in the 2016 report. Based on the rationale presented in the 2016 report, arsenic, cobalt and nickel are not expected to pose a significant risk to humans and the environment.

Results of the chemical analyses including leaching tests indicated that none of the subsurface soil samples were reported to have concentration above the respective California and federal hazardous criteria: TTLC value, STLC value or the TCLP value. Therefore, the soil represented by these soil samples is considered as non-hazardous waste.

Phase 2 and 3 Development Area. Results of samples collected from soil borings indicated that with the exception of arsenic, cobalt, and nickel, all metals results were below their Tier 1 ESLs and data criteria presented in the 2016 report. Based on the rationale presented in the 2016 report, arsenic, cobalt and nickel are not expected to pose a significant risk to humans and the environment.

Results of the chemical analyses including leaching tests indicated that none of the soil samples collected from the soil borings were reported to have concentrations above the respective California and federal hazardous criteria: TTLC value, STLC value or the TCLP

value. Therefore, the soil represented by these soil samples is considered as non-hazardous waste.

As presented in the 2016 report, a groundwater sample was collected from boring ENGEO-6 at a depth of approximately 36 feet bgs. Elevated concentrations of TPH as diesel, TPH as motor oil and total metals were detected in the groundwater sample. The elevated levels in groundwater are likely due to these chemicals associated with colloidal particles or fine suspended solids; therefore, pretreatment of groundwater such as sedimentation prior to discharge to SFPUC's combined storm water and sewer system may likely be required to allow separation of the suspended solids, and is likely not to require chemical treatment. However, SFPUC will make the final determination on the discharge requirements including pretreatment during the review and approval of the batch wastewater discharge permit application.

Based on the results of the environmental investigation, the following were recommended:

- No site mitigation would be required on chemicals with detected concentrations in soil or groundwater exceeding the ESLs for the reasons as stated above and presented in the 2016 report;
- The site development will comply with the San Francisco Department of Public Health Article 22B Ordinance (Article 22B) for dust mitigation during site construction. A dust mitigation plan including dust management and monitoring protocols shall be developed in compliance with the Article 22B requirements;
- To ensure the safety of personnel during construction, a health and safety program would be developed and implemented to protect workers from exposures of chemicals above the applicable federal and state Occupational Safety and Health Administration's (OSHA) Permissible Exposure Limits (PELs). Such protocols should include, but not be limited to personal protective equipment requirements, worker decontamination procedures, and air monitoring strategies (as necessary) to ensure that the workers are adequately protected; and
- A waste management and disposal plan for soil and dewatered groundwater, if any, to be developed and implemented by the construction contractor to ensure compliance of proper waste classification by applicable regulations and waste acceptance requirement by the landfill facility for soil disposal and SFPUC for wastewater discharge to the combined storm water and sanitary sewer system.

3.1.4 Asbestos, Lead Based Paint, and PCBs Surveys

Asbestos and lead based paint surveys have been conducted at the Project Site for the San Francisco Housing Authority. At the time of this narrative preparation, the following surveys were known to have been prepared:

- "Asbestos Survey Report for Sunnydale San Francisco, Ca", prepared by SCA Environmental Inc., and dated October 1994;
- "Lead-Based Paint Inspection Report for the Sunnydale Development", prepared by Environmental Science & Engineering, Inc., and dated February 22, 1993;
- "Additional XRF Testing Results, Sunnydale Public Housing Development, Sunnydale Modernization Project, San Francisco, California", prepared by Environmental Science & Engineering, Inc., and dated November 21, 1994;
- "Risk Assessment Report Form", prepared by Housing Environmental Services, Inc., and dated February 7, 1994;
- "Lead Based Paint Survey Results for Sunnydale Public Housing Development", prepared by Environmental Science & Engineering, Inc., and dated March 27, 1997;
- "Work Plan for Lead-Based Paint Component Removal, San Francisco Housing Authority, Sunnydale Development", prepared by QST Environmental Inc., and dated January 21, 1998;
- "Report of Interior Window Lead-Based Paint Survey for Sunnydale Boys and Girls Club", prepared by QST Environmental Inc., and dated February 9, 1998;
- "Lead-Based Paint Risk Assessment Report for Sunnydale Child Care Center 1652 Sunnydale Street, San Francisco, Ca", prepared by QST Environmental Inc., and dated February 9, 1998;

"Lead in Soil Samples Collected at Proposed Site for the Wu Yee Childcare at the Sunnydale Family Development", prepared by San Francisco Housing Authority on July 19, 1999; and

- "Summary Report: Lead-Based Paint Partial Survey Interior & Exterior of Residence at 170 Brookdale, San Francisco, CA", prepared by SCA Environmental, Inc., and dated November 8, 2001.

A review of the results of these investigations will be conducted to evaluate the adequacy of the results for developing the abatement requirement of asbestos and lead based paint. An asbestos, PCBs (including electrical parts, equipment and transformer-related sources), lead based paint and other hazardous materials survey and assessment within the buildings is to be conducted to evaluate the need and the extent, if any, of the hazardous material abatement. In addition, a mold survey shall be conducted at each building within a few months prior to the demolition of the respective buildings.

3.1.5 Naturally Occurring Asbestos

Discussion on natural occurring asbestos at the site is presented in Section 5.2.6.

3.2 Regulatory Framework

3.2.1 Lead Environmental Regulatory Agency

The Developer entered the Project Site into Voluntary Remedial Action Program of the San Francisco Department of Public Health ("SFPDH") in 2010, and as such SFPDH is the lead environmental regulatory agency for the development. The case number at SFPDH for this site is "EHS-HWU Case Number: 807".

3.2.2 Current Site Status

SFPDH reviewed the reports for the Phase I ESA and the Phase II ESA for the Phase 1 Development in 2010 and 2011, respectively. SFPDH concurred with the findings and recommendations for both reports as follows:

- Phase I ESA Report: "Voluntary Remedial Action/Planning Review, Sunnydale HOPE SF Development", EHS-HWU Case Number 807, prepared by SFPDH and dated August 4, 2010 (SFPDH Phase I ESA Letter); and
- Phase II ESA Report: "1654 Sunnydale Hope Redevelopment Project", SMED Number 807, prepared by SFPDH and dated June 17, 2011 (SFPDH Phase II ESA Letter).

3.3 Future Regulatory Requirements for Master Infrastructure

3.3.1 Phases 1A-1, 1A-2, 1A-3, 1B, and 1C Developments

Based on this MIP, the future key environmental activities to be conducted for the Phases 1A-1, 1A-2, 1A-3, 1B, and 1C phases of development will include:

- Additional environmental characterization; and
- Compliance with site mitigation/remediation requirements.

3.3.1.1 Additional Environmental Characterization

Anticipated environmental characterization activities to be conducted for each phase will include, but not be limited to, the following:

- Subsurface Soil and Groundwater. Based on the anticipated extent and volume of soil to be disturbed (TBD Soil) during each phase of the development, an evaluation of the existing chemical information with respect to the TBD Soil will be conducted to identify

potential data gaps, if any, for characterizing TBD Soil for evaluating the potential options of (1) reuse on site, (2) disposal to a recycling facility, and (3) off-site disposal to permitted landfills. At the preparation of this narrative, the TBD Soil excavation is planned to be conducted above the groundwater level, and therefore groundwater dewatering is not anticipated. However, if the TBD Soil excavation is conducted to depths where groundwater is encountered, groundwater sampling and analyses will be conducted. If supplemental soil and groundwater characterizations are recommended, such characterization will involve the following key activities:

- Preparation of a work plan by the owner's environmental consultant presenting the supplemental soil and groundwater characterizations for Owner and SFDPH approval;
- Soil and groundwater sampling and analyses in accordance with the approved work plan; and
- Preparation of a report by the owner's environmental consultant presenting the results of the supplemental characterization and potential soil management/disposal options.
- Asbestos, Lead-Based Paint, PCBs, Mold, and Hazardous Materials in Buildings. A review of the results of previous asbestos and lead based paint surveys of the existing buildings shall be performed to evaluate the adequacy of the data for (1) identifying potential areas where asbestos and lead-based paint may be present, (2) estimating the extent of abatement required, and (3) developing the scope of work for the abatement. In addition, an evaluation shall be made of whether survey of other hazardous materials (such as polychlorinated biphenyls ballasts, equipment, and transformer related sources, mercury, and mold etc.) will be required for proper abatement prior to or during building demolition. If any additional survey is recommended, a work plan for performing such supplemental surveys will be prepared and implemented by the owner's hazardous material survey consultants. Results of the supplemental surveys and the previous surveys will be used for establishing the abatement requirement for hazardous materials in existing buildings.
- Radon Gas Survey. As stated in the SFDPH Phase II ESA Letter, SFDPH requires a soil vapor radon survey to be performed prior to construction by either the owner or the contractor. A radon soil vapor survey work plan will be prepared by owner's or contractor's environmental consultants for approval by SFDPH and for field implementation after receipt of approval from SFDPH.

3.3.1.2. Site Mitigation/Remediation

Based on the results of the environmental characterization described above, the following activities will be performed for the construction of the infrastructure for each phase of site development:

- Anticipated environmental characterization activities to be conducted for the infrastructure construction for each phase of development will include, but not be limited to, the following: Site Mitigation and Soil Management Plan Preparation. Prior to construction of each phase, a site mitigation and soil management plan will be prepared by the owner's environmental consultant and submitted for SFDPH approval. The site mitigation/soil management plan will include, but not be limited to, the following elements:
 - Site mitigation measures prior to construction;
 - Site mitigation measures during construction that include, but are not limited to the following:

Abatement plans and procedures, including confirmation sampling requirements for asbestos, lead-based paint, and hazardous waste materials for existing buildings prior to or during building demolition;

- Site remediation if hot spots are identified from supplemental site characterization;
- Soil management plan presenting the detailed plans and procedures for on-site soil reuse, and off-disposal to recycling facilities and/or California permitted landfills. The soil management plan shall include requirements to properly maintain stockpiles in the event that stockpiling of excavated soil will be required;
- Worker health and safety requirements, including preparation and implementation of an environmental health and safety plan for worker protection;
- Dust mitigation and monitoring plan, presenting dust mitigation procedures and monitoring plan, to be implemented in compliance with the SFDPH's Article 22B;
- Stormwater pollution prevention plan, describing the procedures to manage stormwater during construction in accordance with applicable federal, state, and local regulations;
- Noise control and mitigation plan for compliance with the San Francisco Noise Ordinance;

- Contingency response plan in the event that unforeseen or unexpected subsurface contaminations are found during construction; and
 - Mitigation measures for radon if required based on the results of the radon survey.
- Site mitigation measures after construction. The proposed plan for attaining site closure for each individual phase will be presented.
- Site Mitigation and Soil Management Plan Implementation. Once the site mitigation and soil management plan for each phase is approved by SFDPH, it will be implemented by the contractors and project teams.
- Preparation of the Completion Report. Upon completion of the infrastructure construction at each phase, a site completion report will be prepared by owner's environmental consultant for submittal to SFDPH. The completion report will include but not be limited to the following key elements:
 - Environmental mitigation monitoring and reporting program implemented;
 - Air/dust quality monitoring;
 - Noise monitoring;
 - Stormwater pollution prevention control and best management practices implemented; and
 - Soil management and disposal.

3.3.2 Phases 2A, 2B, 2C, 3A, 3B, and 3C Developments

3.3.2.1 Environmental Characterization

Anticipated activities to be conducted for environmental characterization of the infrastructure construction for each phase will include, but not limited to, the following:

- Subsurface Soil and Groundwater. Based on the anticipated extent and volume of soil to be disturbed (TBD Soil) during each phase of the development, an evaluation of the existing chemical information with respect to the TBD Soil will be conducted to identify potential data gaps, if any, for characterizing TBD Soil for evaluating the potential options of (1) reuse on site, (2) disposal to a recycling facility, and (3) off-site disposal to permitted landfills. The soil and groundwater characterization will involve similar key activities as those presented in Section 3.3.1.1.
- Asbestos, Lead-Based Paint, Mold, and Hazardous Materials in Buildings. A review of the results of previous asbestos and lead based paint surveys of the existing buildings

and hazardous material survey shall be performed for similar rationale and protocols as presented in Section 3.3.1.1; and

- *Radon Gas Survey.* A soil vapor radon survey will be conducted using similar protocols as described in Section 3.3.1.1.

3.3.2.2 Site Mitigation/Remediation

The site mitigation/remediation will be conducted using the same protocols as stated above for the Phases 1A-1, 1A-2, 1A-3, 1B, and 1C developments.

Prior to installation of any new sewer lines Developer will take samples of the sludge from the existing sewer lines, report the results to the City, and, if necessary, review with the City options for managing the transfer of contaminants to the new sewer line.

Section 4 Demolition

The Developer will be responsible for the demolition and deconstruction of all existing buildings and infrastructure, except where utility agencies and/or City departments must perform this work due to regulatory issues. With each Phase Application, the Developer will prepare and submit plans for the scope of the demolition proposed, the hazardous materials abatement and disposal plan, if applicable, and plans to maintain or support the existing infrastructure serving the remainder of the Project Site.

Section 5 Geotechnical Conditions

In 2009, a preliminary geotechnical exploration was performed by ENGEO ("Geotechnical Report, Sunnydale-Velasco Redevelopment, San Francisco, CA, dated July 24, 2009"). In 2016, a design level geotechnical field exploration was initiated by ENGEO to provide geotechnical conclusions and recommendations for both the planned infrastructure associated with the full development of the Project, as well as the specific development of the initial two phases of development. Both 2009 and 2016 studies by ENGEO are herein referred as the "Geotechnical Report",

5.1 Site Geotechnical Conditions

Based on the Geotechnical Report, the soil profile is determined to generally consist of silty and clayey sand soil deposits with interbedded layers of sandy clay. The soil deposits are underlain at relatively shallow depths by a bedrock unit. The soils showed variable in-situ consistency and/or density based on the borings performed. The local soil conditions are described in more detail as follows:

- East of Santos Street, the uppermost one to five feet of soil is very loose to loose silty sand. West of Santos Street, the uppermost soils are medium dense to dense clayey or silty sand and stiff to hard sandy clay. In some locations, a soft to medium dense

clayey layer was encountered to approximately four feet below the ground surface (bgs). Medium dense to loose silty sand was encountered at about five feet below the ground surface in the northeast corner of the site.

- Undocumented fill material was encountered at the southeast of Blythdale Avenue and Santos Street, extending to roughly 18 feet below the ground surface. The fill material was clayey and contained rock fragments as well as debris. The consistency of the fill was highly variable, from loose to hard. Based on review of historic aerial photographs, the location appears to align with a previous drainage channel which was backfilled prior to the development of the project site. The west central portion of the site was developed on an east-west trending ridge.
- West of Santos Street, the development along Brookdale Avenue and Blythdale Avenue is underlain by relatively shallow bedrock at about 5 to 15 feet below the ground surface. The depth to bedrock increases significantly on the north side of the site along Sunnydale Avenue and along the southern limits of the property. East of Santos Avenue, bedrock was found in borings south of Blythdale Avenue but no bedrock was encountered in borings drilled east of Santos Avenue. Bedrock is extremely weak to very weak, very closely fractured to crushed, highly weathered and sheared claystone, siltstone and sandstone of the Franciscan Complex.

5.2 Geotechnical Constraints and Site Improvements Required

From a geotechnical perspective, the following are the primary issues for site improvements at the Project:

5.2.1 Loose Surface Soil

The upper one to five feet of soil is generally loose to medium dense in consistency. To reduce the potential for adverse settlement or stability problems within the proposed building footprints, the loose surface soil should be removed and replaced with engineered fill. Soil materials free of deleterious debris may be placed on site as engineered fill.

5.2.2 Liquefaction

Liquefaction of loose and medium dense material below the groundwater could cause settlement. Interlayering of potentially liquefiable layers were encountered at various locations of the site at depths of greater than 10 feet below the existing ground surface. In general, liquefaction settlements of less than 2 inches were estimated using a peak ground acceleration recommended by the Building Code and a historic highest groundwater level, which is shallower than the observed groundwater levels during previous exploration programs. Therefore, we expect this estimate, while in conformance with the code requirements, is conservative. To minimize impact, future improvements should be designed to tolerate these movements.

5.2.3 Seismically Induced Densification

Densification of loose sand above the groundwater level during earthquake shaking could cause settlement of the ground surface. Loose layers of silty sand susceptible to this type of densification were encountered on the site. Over-excavation of these soils during the site grading can reduce the potential for earthquake-induced densification within the development envelope.

5.2.4 Soil Creep

The current site layout includes steep graded slopes between the existing building pads. If steep engineered slopes are considered in the new development plans, the potential for adverse impacts from soil creep can be minimized by a combination of benching through the surficial soil during fill placement, soil compaction, foundation selection and structure setbacks.

5.2.5 Seismically Induced Landsliding

As with most hillside developments, landslides and slope stability are important issues for the Project. Portions adjacent to the western side of the site area are located within State of California Seismic Hazard Zones for areas that may be susceptible to seismically induced landsliding. The areas mapped as having the potential for seismically induced landsliding appear to consist of the steeper existing slopes. Seismically induced landsliding can generally be mitigated through proper slope design and grading procedures. Mitigation measures for this project will include re-grading of existing slopes and construction of proposed fill slopes with keyways, sub-drainage and engineered fill.

5.2.6 Bedrock Rippability and Suitability

Bedrock was exposed in the west-central portion of the site at depths ranging from 5 to 15 feet below the existing grade. If significant engineered cuts are planned that could encounter bedrock, it will likely be possible to rip most of the bedrock material with heavy duty grading equipment. Localized lenses of massive hard rock could be exposed that require laborious trenching efforts and may necessitate the use of excavators equipped with single-tooth ripping hooks or hydraulic hammers. Depending on the phasing of construction, it may be preferable to over-excavate bedrock in areas of proposed trenching during grading when more effective and powerful equipment is available.

5.2.7 Naturally Occurring Asbestos

The Franciscan Complex bedrock has been found underlying the site. The Franciscan Complex mapped in San Francisco can include serpentinite, which contains the fibrous mineral chrysotile, considered an asbestos mineral. Serpentinite was not encountered during the geotechnical exploration and no veinlets of chrysotile were observed in bedrock outcrops during a geologic reconnaissance of the site. Laboratory testing of selected soil samples did not detect asbestos-containing material. Care should be taken during site grading and development to check that naturally-occurring asbestos is not exposed or

incorporated into the engineered fill used at the site.

5.3 Design of Infrastructure Improvements; Site Geotechnical Approach

Successful site development will require engineering design and project construction methods to address the existing soil and bedrock conditions. The geotechnical corrective grading measures can improve the long-term performance of the infrastructure, building foundations and engineered slopes during seismic events.

To reduce the potential for settlement at the site, the shallow loose soil should be over-excavated and replaced with engineered fill. The deeper loose soil that cannot be practically removed and replaced shall require site improvements that are to be design to tolerate the settlement or be remediated with soil improvements per the recommendations of the Geotechnical Engineer. Recommendations for site grading are provided in the Geotechnical Report. Once final grading plans are available, more specific corrective grading procedures will be provided, including the location of keyways, sub-drains, and sub-excavation areas.

Geotechnical remediation will be completed in conjunction with the site grading and infrastructure construction by the Developer.

5.4 Design of Building Foundations

Building foundation designs will be based on the recommendations in the Geotechnical Report, review of the site grading and development plans, and the structural designs developed as part of the permitting process for vertical construction. The Developer or subsequent owner of a development parcel will be responsible for the design and construction of building foundations.

5.5 Design of Stormwater Control Plans

The Geotechnical Report found that the hydraulic conductivity of the on-site soils is between approximately 2×10^{-5} centimeters per second (cm/s) and 2×10^{-4} cm/s. The majority of the site includes USDA classified group D soils that have a very slow infiltration rate when thoroughly wet. Thus, it is expected that most of the rainfall will be turn into run-off. Design of the storm water controls must provide for the rapid removal of the surface water runoff.

Design that causes ponding of water or seepage toward foundation systems at any time during or after construction must be prevented. Ponding of stormwater must not be permitted on the building pad during prolonged periods of inclement weather. As a minimum requirement, finished grades should provide a slope gradient at right angles away from exterior walls to allow surface water to drain positively away from the structure. Care should be exercised that landscape mounds and landscape features do not interfere with these requirements. Sufficient area drains should be provided around the buildings to

remove excess surface water. Stormwater from roof downspouts should be conveyed in closed drain systems to a solid pipe that discharges to the street or storm drain system.

5.6 Phasing of Geotechnical Strategies

Geotechnical corrective grading will likely occur in phases to match the development sequence of the Project. The extent of the sub-excavation under the proposed building footprints will be a function of the rigidity of the foundations prepared by the Developer of each parcel, as explained in the foundation design section of the Geotechnical Report. When the final grading plans are available, a sequential analysis of the anticipated grading issues associated with the development will be prepared. All grading and project development plans should be coordinated with the Geotechnical Engineer to address the need to mitigate known soil and geologic hazards, as necessary.

At the completion of the site grading, a Geotechnical Report will be prepared and submitted to the City as part of the building permit process with findings and recommendations to support the development of private building parcels.

Section 6 Site Grading

6.1 Existing Conditions

The elevation change across the site is Elevation 177.4 feet, dropping from 250 feet above sea level at the western edge of the site to 72.6 feet at the eastern end of Blythdale, sloping down towards the Bay. Currently, the average grade change spanning from the highest point to the lowest point on the site is 9.8 percent.

The existing grade within the site slopes gradually downward from west to east. At the boundary edges, the site is bounded by and conforms to the existing grades along Hahn Street, Velasco Avenue, Brookdale Avenue, and Sunnydale Avenue.

6.2 Project Grading Design

It is estimated that fill as deep as or deeper than 10 feet is anticipated to achieve the future grades proposed in the Project plan. Proper compaction and moisture conditioning during fill placement per the Geotechnical Report should minimize future impacts. Appropriate measures, such as soil and foundation improvements, will be constructed by the Developer to minimize differential settlement from seismic induced deformation across the building parcels. The grading and building designs will incorporate measures to provide uniform performance across the building and improvements to allow for continuous accessible paths of travel to be maintained at building access points and where private passageways interface with the public right-of-way. A design level Geotechnical Report will be prepared to address mitigations as part of the Site Wide Grading and Overland Release Plan approval process for review and approval by the City for phased build-out of the public rights-of-way and open spaces.

6.3 Site Grading Design

The Developer will be responsible for the design and construction of the proposed grading plan for the Project. Proposed grading designs for the development will match the existing north to south drainage pattern of the existing site. To ensure proper overland release and provide Americans with Disabilities Act ("ADA") accessible pathways throughout and adjacent to the site, a new street grid with interconnected open space and pathway areas will be constructed to 5 percent slopes where possible, providing a high level of accessibility throughout the development. As required due to site constraints, privately-owned publicly-accessible open spaces and public access areas with walkways at slopes exceeding 5 percent but less than 8.33 percent will include handrails per Code requirements. The conceptual grading plan for the Project Site is included in Figure 6.1.

6.3.1 Proposed Site Grading at Conforms

Conceptual grading designs generally conform to the existing grades along the southern edge of Velasco Avenue, the eastern edge of Hahn Street, and the western edge of the higher elevation ground. At the eastern boundary of the Project, new connection segments of the proposed Sunnydale Avenue and Blythdale Avenue will be constructed, requiring the placement of 1 to 5 feet of fill.

An accessibility strategy has been incorporated into the MLP, with the intent to have the site east of Santos Street graded to a 5 percent slope or less, with the exception of Blythdale Avenue. This includes the portion of Sunnydale Avenue east of Santos Street, Santos Street, and Future Street "B". In addition, a multipurpose path at the new Sunnydale Linear Open Space will provide accessibility up to the western property line. This path will feed the new north-south streets, also graded to less than 5 percent slopes where possible, providing a high level of accessibility throughout the development. See Figure 6.2 for the Project Accessibility Strategy.

Interim grading solutions to accommodate the development of each adjacent phase of development will be designed based on recommendations provided by the Project geotechnical and structural engineers.

As more detailed designs are developed during the site-wide grading and overland release master plan and Infrastructure Improvement Plan review processes of the Project, the grading at conforms may require adjustment and refinement based on future coordination with SFDPW.

6.3.2 Proposed Roadway and Building Areas

The proposed on-site street grid will be graded to provide overland release for the Project. As required by the SFPUC, grading and hydrology designs will be developed such that the 100-year storm is contained within the top of curb elevations of the streets.

Site development and grading designs will be developed to comply with the codified requirements for accessible paths of travel. Where feasible, proposed slopes along public streets and private alleys will be set at a maximum of 5 percent to provide ADA-accessible pathways of travel. See Figure 6.2 for the Project Accessibility Strategy.

At street intersections, grades will be tabled at a maximum slope of 2% to provide an accessible path of travel in crosswalks. In addition, vertical curves within the streets will be designed to both begin and end outside the limits of the crosswalk areas.

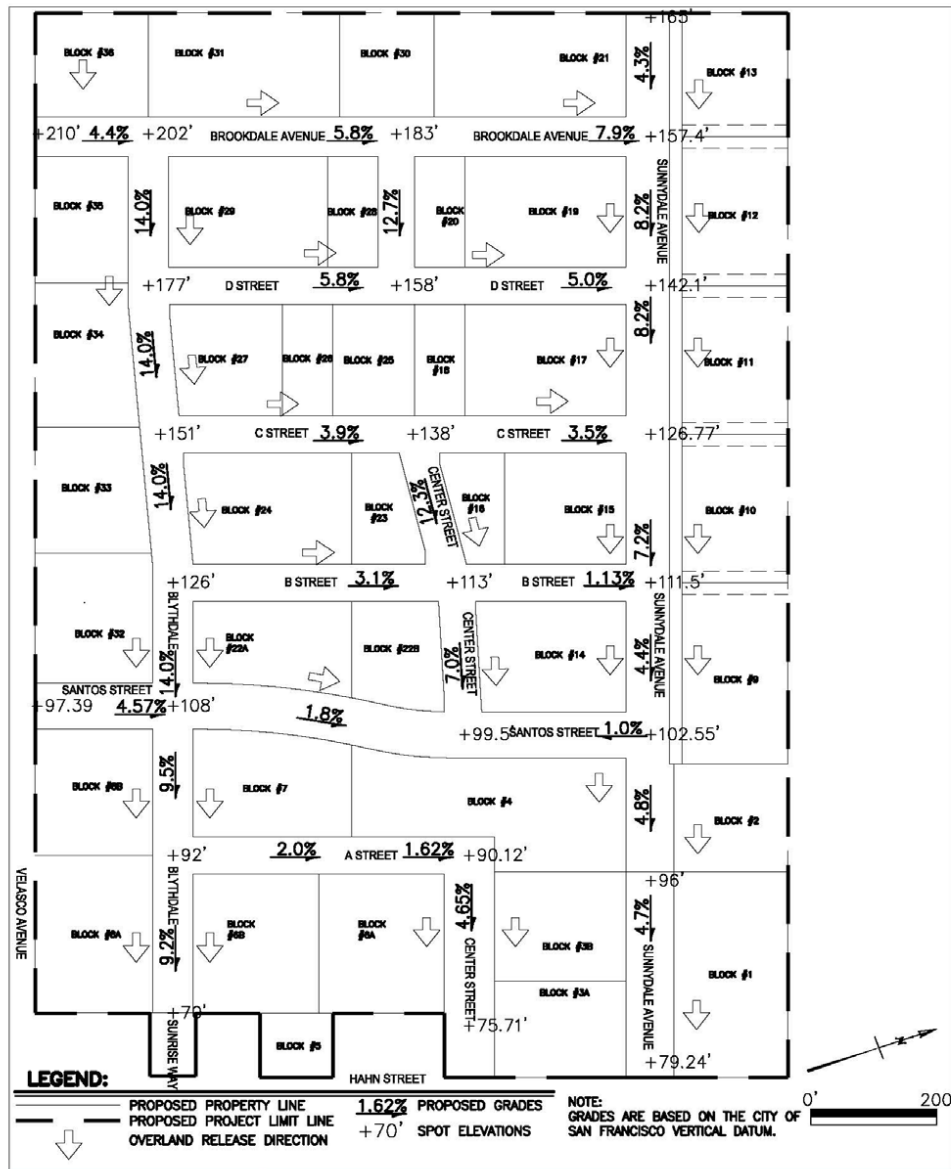
6.4 Proposed Site Earthwork

Future grading within the Project will include importing fill on the eastern side and fine grading of streets and open space areas. To support future grading activities, a Storm Water Pollution Prevention Plan/Erosion and Sediment Control Plan ("SWPPP") will be submitted in parallel with future grading permits. Grading in conjunction with site remediation efforts will be performed by the Developer.

6.5 Phases of Grading Activities and Approvals

The proposed grading will be completed in phases to match the phases of development within the Project. The amount of grading will be the minimum necessary for the development phase. The phasing of grading will allow the Project to minimize the disruption to the adjacent and future built uses at the site and to limit the amount of export required for any given development phase. Impacts to improvements installed with previous phases of development due to the designs of the new phase will be the responsibility of the Developer and addressed prior to approval of the construction drawings for the new development phase.

A Grading and Overland Release Master Plan and a Combined Sewer System Master Plan, addressing the full build-out of the public rights-of-way, will be submitted to be approved prior to the 30% Street Improvement Plans for the first phase of development.



SUNNYDALE HOPE SF

FIGURE 6.1

CONCEPTUAL GRADING

Figure 6.1.



Figure 6.2. Proposed Accessibility Strategy

Section 7 Street Mobility and Circulation Designs

7.1 Existing Conditions

The Project Site currently has few access points to the immediate neighborhood, but upon exiting the Project Site connectivity to neighboring parts of the city is relatively good via car and public transportation. Existing Sunnydale streets are in an irregular street grid pattern, with few north-south connections. Streets are typically one driving lane in each direction.

7.1.1 Vehicular Connections

Within the larger neighborhood of Visitacion Valley two major streets provide access to two regional freeways and to other neighborhoods. Bayshore Boulevard forms the eastern border of the neighborhood and leads to the 101 freeway, the City of Brisbane to the south, and the Bayview neighborhood to the north. The MUNI T light rail line also runs on Bayshore Boulevard, terminating at Sunnydale Avenue.

Geneva Avenue is a major arterial that forms the southern border of the neighborhood, and is partially located in Daly City. Geneva Avenue leads to the Excelsior and Ocean Avenue neighborhoods and to Interstate 280.

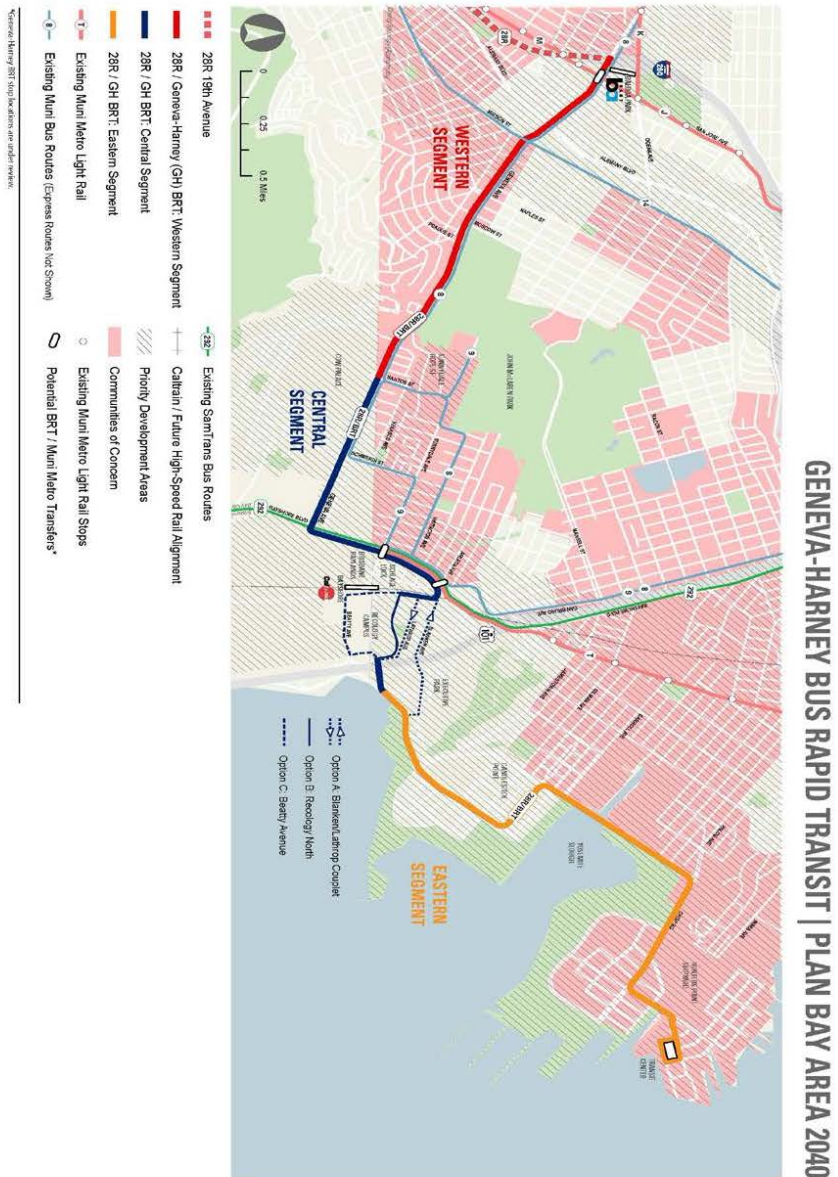


Figure 7.0

7.1.2 Public Transportation System

Over 50% of current Sunnydale households do not have a car; therefore public transit is an important connector. The area is served by San Francisco's public transit MUNI lines 9, 8X, 8AX, 8BX, 56 and the T light rail, which take passengers to the Balboa BART station and to downtown. The MUNI lines 9 and 8X run through the Sunnydale development and new bus stops installed as part of the Project will be designed to be ADA accessible. In addition to MUNI service, the Caltrain Bayshore stop is located 1/4 mile east of Bayshore Boulevard at Tunnel Avenue. A pedestrian and bicycle "shortcut" to the Bayshore Caltrain Station extending east of Sunnydale Avenue is planned to provide more direct access from Visitation Valley and the connecting buses to Caltrain.

Plans are also in study to convert Geneva Avenue from an auto-focused street into a multi-modal corridor with a Bus Rapid Transit ("BRT") line. Muni's 28R line will function as Bus Rapid Transit on Geneva Avenue, providing a frequent, rapid connection to BART, T Third, and Caltrain, and is expected to begin operation by 2023. The closest BRT stop will be at Santos and Geneva. Figure 7.0 illustrates the proposed BRT.

The SamTrans line 292 connects Sunnydale residents at Bayshore Boulevard to downtown San Francisco to the north and to San Mateo County cities to the south.

Disruptions to service and/or temporary re-routing of Transit lines will be coordinated with the SFMTA as phased documents are developed.

7.1.3 Pedestrian and Bicycle Connections

Sidewalks line all streets within Sunnydale, but few street trees, poor lighting and inadequate trash enclosures make walking unpleasant and occasionally dangerous. Narrow and non-ADA compliant concrete paths provide the main access to most units but do not connect through the development. There is no direct pedestrian connection to Herz Playground. There are no secure bicycle parking facilities in Sunnydale, and the nearest bike racks are located at the John McLaren School and Coffman Pool.

7.2 New and Reconfigured Street Network

As illustrated in Figures 7.1 and 7.2, the existing streets within the Project Site - Sunnydale Avenue, Santos Street, Brookdale Avenue and Blythdale Avenue - will be reconfigured with new streets and sidewalks. New north-south residential streets moving west from Santos will connect these four main streets, providing the infrastructure for the area. The new streets will be aligned in a grid, fronted by residential entries, in keeping with the surrounding neighborhood fabric. Although grade differential and the current development pattern provide few opportunities to connect to the existing neighborhood streets, pedestrian walkways are planned where possible and new view corridors will be opened to the golf course to the north. All new streets will be built per City of San Francisco

standards and offered for dedication to the City.

Santos Street, currently the only north-south vehicular connection through the site, will remain the principal transit street in the neighborhood, with reconfigured bus stops incorporating bus bulbs and 'NextBus' or similar technology. Pedestrian and bicycle connections will be strengthened through wide tree-lined sidewalks and marked bicycle lanes, linking Herz Playground to the new Community Center in Block 1 and the Neighborhood Green in Block 4, and continuing south to Geneva Avenue. The difficult 'Y' intersection at Sunnydale Avenue and Santos Street will be reconfigured into a 'T' to provide for greater pedestrian safety, and further traffic calming measures will be taken throughout the site. Brookdale Avenue will be re-aligned to connect Sunnydale Avenue in the north of the neighborhood through the site to Geneva Avenue to the south.

The City is planning a Green Connection from the Candlestick Recreation Area to the Project Site and McLaren Park, linking Leland Avenue, Hahn and Sunnydale Avenue. A Green Connection is a pedestrian and bike friendly street network that connects people to parks and open spaces with wildlife, improving people's access to the City's urban ecology. Building on this Green Connection, a new street at the center of the site, Center Street, will become the community spine. Center Street will be a smaller scale street that downplays its role as a movement corridor, and is, instead, part of an exceptional pedestrian circulation system. Wide, planted setbacks and generous street tree planters will create a park-like character connecting through the neighborhood starting at the Neighborhood Green in Block 4 to the Mid-Terrace Open Space in Block 25 and up to the Overlook Open Space in Block 30.

To meet SFPUC stormwater requirements, the Project has proposed permeable paving in the parking lanes and drive aisles in the public rights of way, which will be dedicated to the City and maintained by the City. The Developer will design and engineer the public rights of way with permeable paving, which SFPUC and SFPDW will review as part of the street improvement permit process for each phase of improvements. If in reviewing the street improvement permit plans for any phase of development the City determines that the permeable paving is not an acceptable surface within the drive aisles, parking lanes, or both, then the Project will use standard paving techniques and the Developer will not be responsible for managing the runoff that was intended to be managed by the permeable paving within the subject phase application; however other proposed stormwater management controls will continue be installed as described in the Infrastructure Plan. Determinations will be made on a phase-by-phase basis.



Figure 7.1

SUNNYDALE HOPE SF | NEW AND RECONFIGURED STREETS DIAGRAM + PRELIMINARY PARCEL MAP

SAN FRANCISCO, CA, JUNE 17 2015. MERCY HOUSING, THE RELATED COMPANIES OF CALIFORNIA

YAN HETER WILLIAMS
mercy housing
RELATED POLLACK



Figure 7.2.

7.3 Streetscape Design Considerations and Elements

The new and reconfigured streets of the Project will be designed to be safe and accommodating to all, with wide sidewalks, shade trees, and Bay views. The Design Standards and Guidelines below apply to all appropriate streets.

- Streets shall be provided at locations specified in Figure 7.3. All required streets must be through streets, with full access by the public at all times. Private drives or parking entries may not be substituted for required streets.
- Street design shall adhere to the standards contained in the Better Streets Plan and Subdivision Regulations.
- Street trees shall be planted approximately every 20-35 ft. along all public streets, acknowledging that actual tree spacing will be influenced by street character, lighting, tree species, lines of sight, utility clearances, building architecture, location of bioretention areas, and other factors.
- Major intersections, including all intersections at Sunnydale Avenue and Santos Street, shall be designed with corner bulb-outs to slow traffic and to decrease pedestrian crossing distances. If approved by affected City agencies, bulb-outs shall be planted with native and/or drought-tolerant plants, and offer seating areas and opportunities for installation of public art.
- Corner bulbs and sidewalk bulb-outs shall be designed consistent with SFDPW specifications, San Francisco Fire Department and SFMTA regulations, and the Subdivision Regulations.
- In addition to street lights, pedestrian-scaled streetlights shall be installed along all streets as supplemental lighting. All fixtures to be selected from SFPUC Catalogue.
- All utilities on new streets shall be located underground when applicable.
- Utility boxes, backflow devices, and other mechanical equipment shall be placed in unobtrusive locations or screened from view when possible and as approved by the City.
- Projections or obstructions into the public rights-of-way shall be limited to those permitted in the San Francisco Planning Code.

7.4 Street Sections

A system of street and parcel numbers has been created to facilitate planning and design coordination and is shown on Figure 7.3. Streets A through D and Center Street are temporary street names for planning use, with final street names to be selected in

the future. The proposed public street network for the Project is shown on Figure 7.6. Typical cross sections for these streets are included on Figures 7.7 and 7.8.

Typical vehicular travel lanes within streets handling two-way traffic are either 9 feet or 12 feet in width. Parking lanes will be 8 feet wide. Per the 2015 Subdivision code, that portion of a parking space having a width greater than 7 feet may be included in the calculation of the minimum operational width. Therefore 1 foot may be added to the 9 foot lanes, giving a 20 foot operational width as required; similarly, 1 foot may be added to the 12 foot lanes, providing a 26 foot operational width. These dimensions also comply with the utility separation requirements in the 2015 Subdivision Regulations. Street sections will be updated to include the AWSS, if needed, in accordance with Section 13 of this Master Infrastructure Plan.

Class II bike lanes are provided along Sunnydale Avenue, Brookdale Avenue, and Santos Street and will be 5 feet wide measured from face of curb to center line of lane striping.

Blue painted curbs will indicate accessible parking zones.

7.5 Streetscape

Streetscape Improvements within the public right-of-way generally include the following:

- Vehicular pavements. Permeable paving is to be considered per specific agreement between SFPUC and SFDPW.
- Accessible on-street parking spaces with adjacent curb ramps.
- Concrete curbs and gutters, concrete curb extensions, and bulb outs.
- Sidewalk concrete. Permeable and impervious.
- Sidewalk unit pavers. Permeable and impervious. Sidewalk unit pavers may be used on Sunnydale Avenue and Hahn Streets adjacent to Blocks 1 and 3. These special pavers may not be maintained by the City.
- Courtesy strips and curb ramps
- Bike lanes
- Traffic control signs and striping
- Street and pedestrian lighting
- Street trees
- Street planting

- Signage
- Irrigation systems
- Public Stormwater Management Improvements (including landscape strips acting as bio-retention areas and permeable pavements) per specific agreement between SFPUC and SFDPW.
- Street furnishings (including benches, trash/recycling receptacles, bike support facilities)

7.5.1 Landscape, Sidewalk and Setback Zone Dimensions

Dimensions of the landscape planting, and sidewalk adjacent to the vehicular travel ways vary throughout the site. Specific dimensions for these components are illustrated in the Prototypical Street Sections in Figures 7.7 through 7.10 and selected based on the land use, character and traffic conditions of each street.

7.5.2 Planting (in Public Right-of-Way)

Planting within the right-of-way consists of street trees, shrubs, perennial grasses and groundcovers. If City legislation currently pending passes, maintenance of the street trees but not the other planting types will be the responsibility of the City. Tree plantings will be a mix of evergreen and deciduous, chosen to reinforce urban design concepts, provide a continuous canopy at streets, mark site entries, create distinct identity to streets and open spaces, provide variety and resiliency to disease. Shrubs and groundcovers will be chosen to provide an intermediate scale of detail and texture between trees and building at open spaces, streets and residential areas.

The Project includes extensive use of bio-retention basins for stormwater management in the public rights-of-way. A special palette of plant material will be used for these areas. Selected plants must be adaptable to the extremes of tolerating saturated soils for extended periods during the rainy season to dry conditions with limited supplemental irrigation during the dry season. Trees shall not be placed in stormwater management facilities where SFPUC is to assume maintenance responsibility or the facility is a SFPUC asset.

7.5.3 Irrigation

A permanent irrigation system using a highly efficient weather based control system will be used at the Project. Hydrozones will be established to segregate plant materials with similar water requirements for irrigation valve layout. The system will be in conformance with the Water Efficient Irrigation Ordinance of the SF Administrative Code. Crossover of the irrigation system design under the roadways will not be allowed. The irrigation system will be designed so that the fronting property owners are able to maintain the irrigation system, or the Project Community Association will maintain the irrigation system.

7.6 Proposed Street Lights

The Developer will design, layout and install the proposed Project street and pedestrian lights. Pedestrian-scale lighting will be considered supplemental. The street and pedestrian light poles and fixtures shall comply with the SFPUC Streetlight Design Guidelines and Requirements, and the final pole and fixture selection shall be approved by the SFPUC. Building mounted lights are recommended where buildings flank the pedestrian alleys or paths, but shall not be used to satisfy lighting requirements in the public right-of-way. As necessary, temporary pole light standards will illuminate any sidewalk or temporary pathways that are constructed to provide pedestrian access to the circulation paths before the adjacent buildings are complete and building mounted lights are operational. The lighting described in this section will be energy efficient. The electrical service for the street lights will be located in the joint trench. The street light construction documents will be submitted to the SFPUC for review, comment and approval prior to construction, in accordance with Section 15.

Fixtures and poles located within the public right-of-way will be dedicated to the City and owned, powered and maintained by SFPUC.

7.7 Street Pavement Types and Locations

The structural pavement cross section for the vehicular travel lanes on all new public roadways will comply with the requirements of the San Francisco Subdivision Regulations unless otherwise approved by SFPDW. Vehicular travel way structural cross sections will typically consist of 9-inches of Portland Cement Concrete and a 3-inch asphalt concrete wearing surface for proposed on-site streets and shall be designed to the AASHTO rigid pavements design method using a 40-year design life. For Typical Street Cross Sections, see Figures 7.4 through 7.8.

Parallel parking stalls within the public right-of-way will be constructed with the same material as the roadway. Painted concrete special striping or other special decorative treatment, meeting accessibility requirements as determined by the SFPDW, may be used at intersection locations. Final special pavement designs will be submitted to SFPDW in the Street Improvement Plan for a development phase.

The use of alternative pavements in the public rights-of-way described above or other alternative pavement sections, such as asphalt concrete wearing surface over Class 2 aggregate base, permeable pavement, and decorative pavement (patterned concrete, patterned asphalt, paving stones, etc.) are subject to review and approval by SFPDW. Use of permeable paving surfaces is subject to review and approval by SFPDW and SFPUC. The Project Community Association will be responsible for maintenance and restoration of the pavement markings within areas with special striping or decorative treatments.

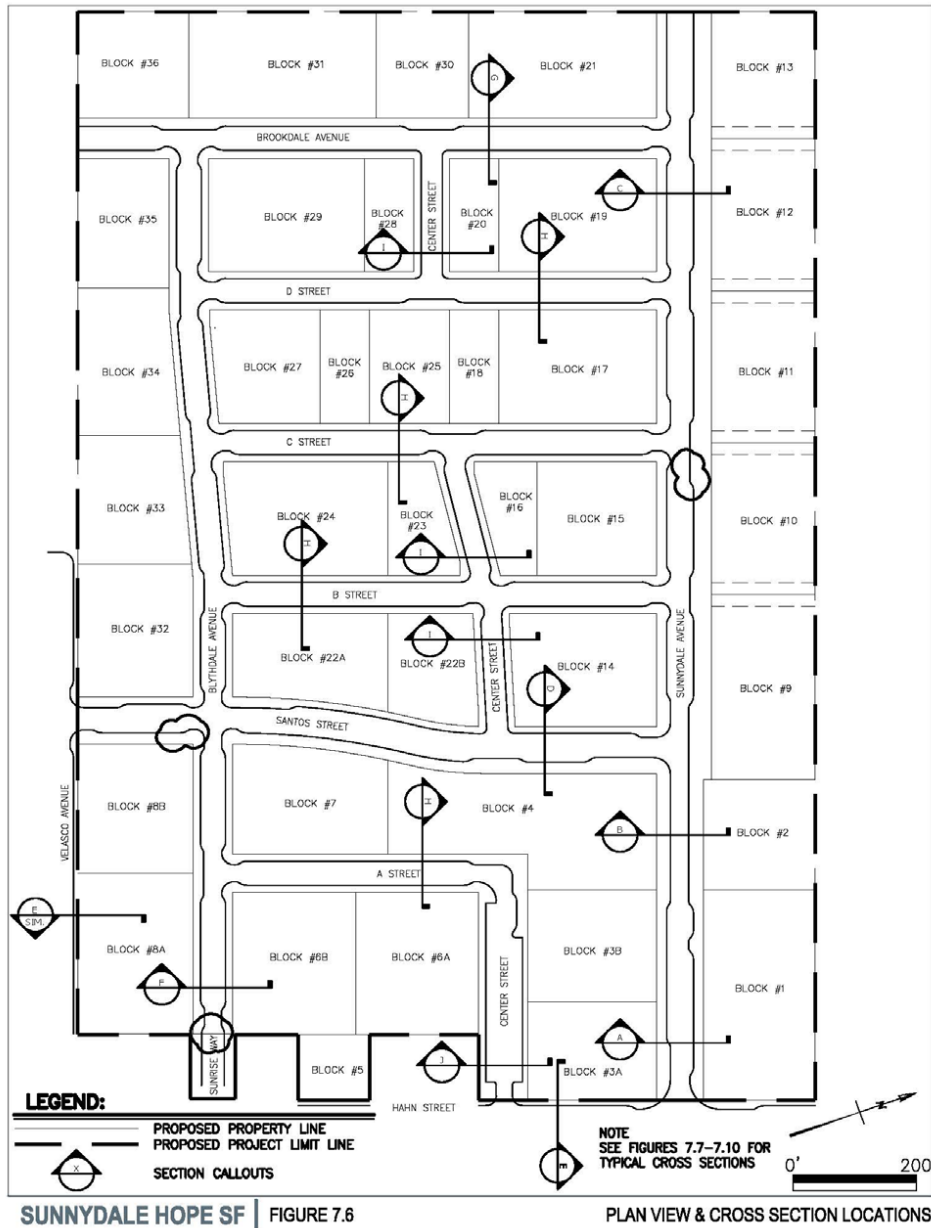
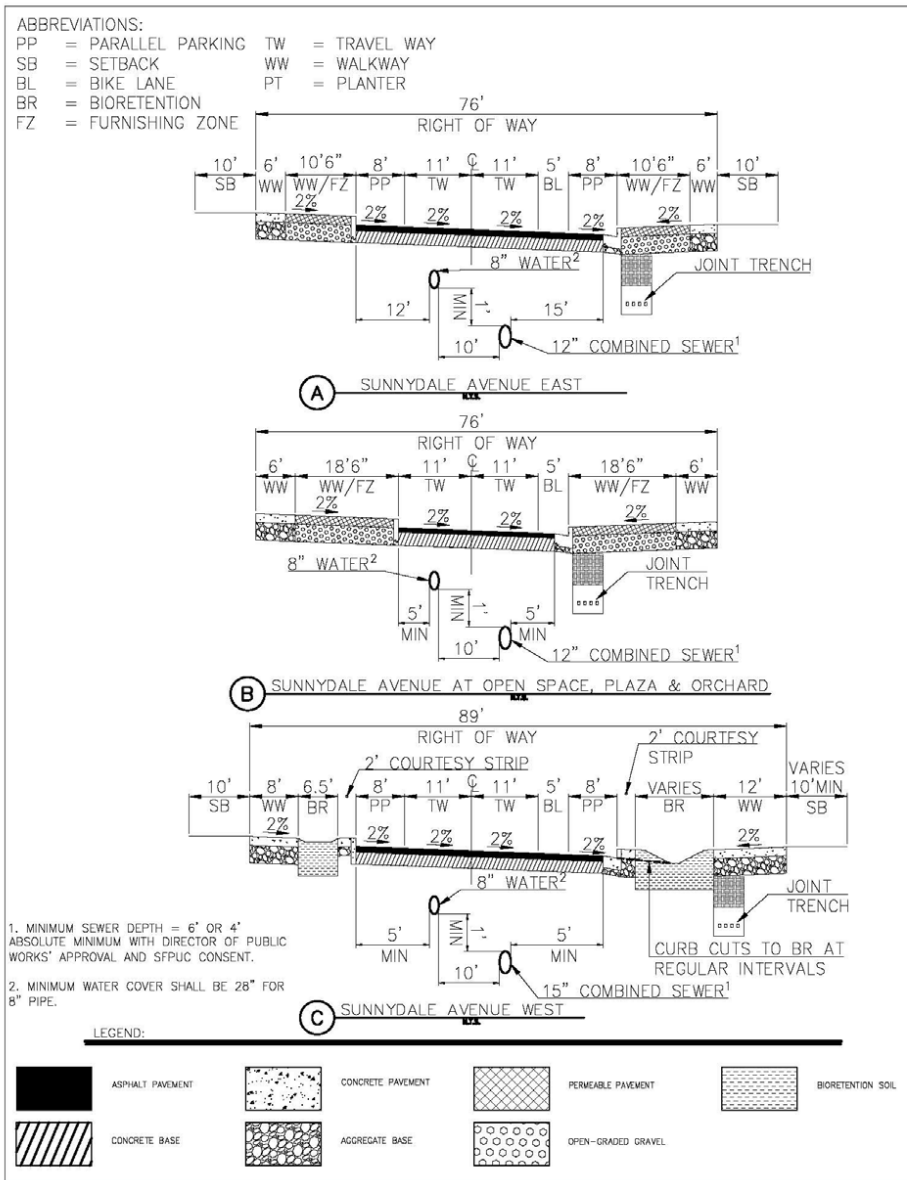
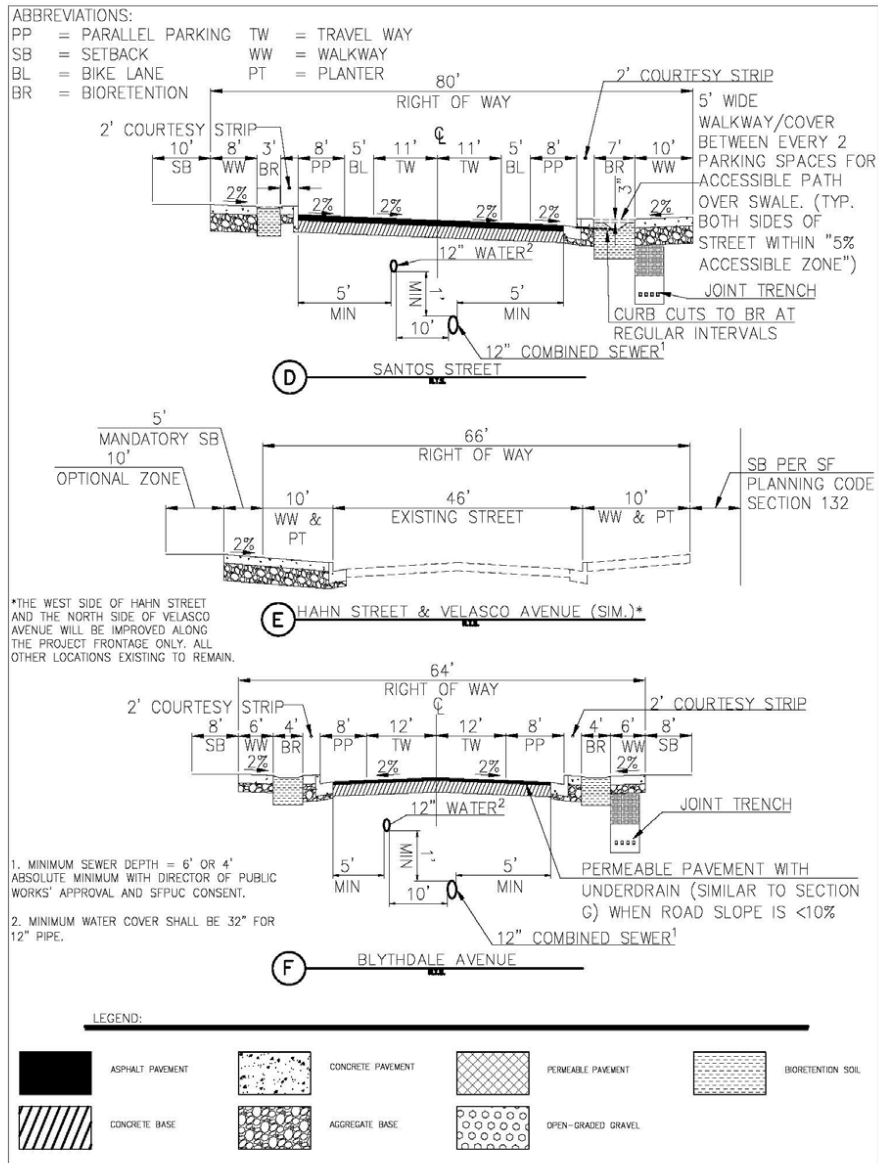


Figure 7.4.



SUNNYDALE HOPE SF | FIGURE 7.7
 Figure 7.5.

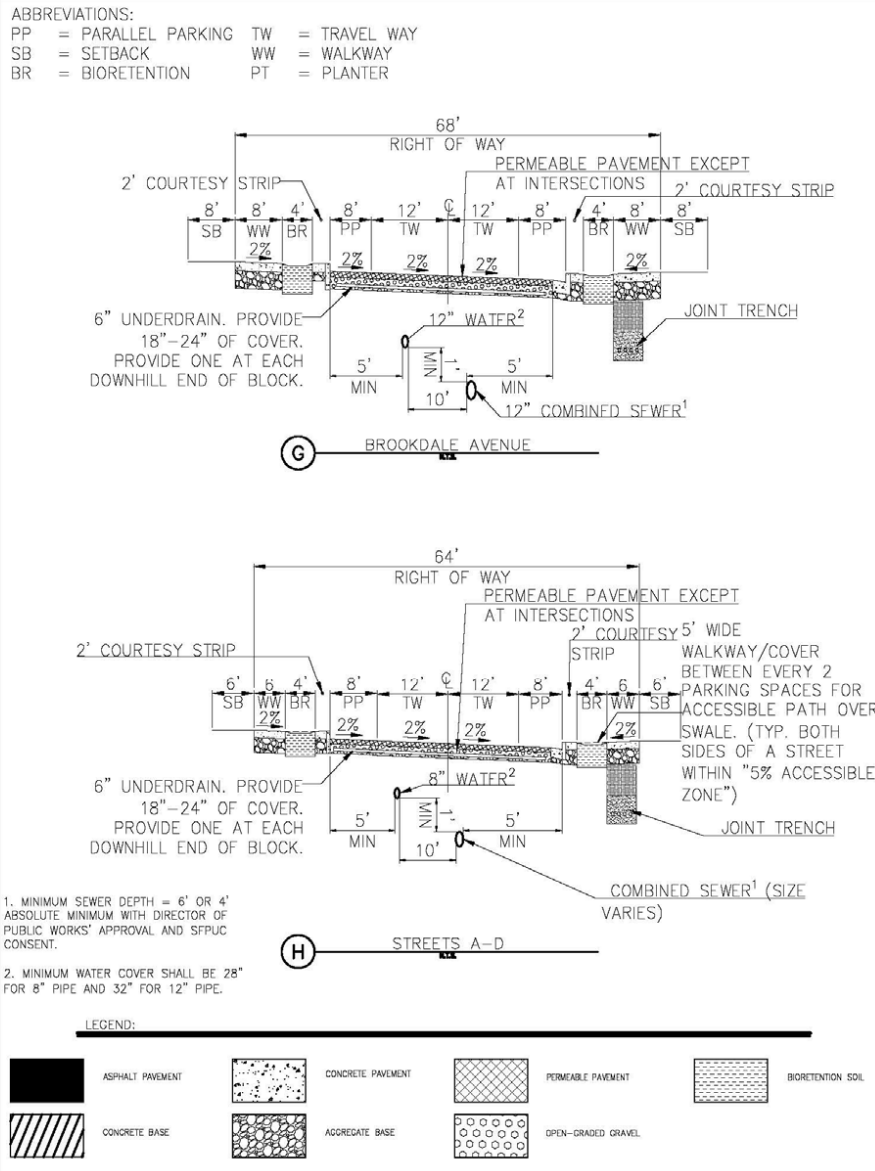
TYPICAL STREET CROSS SECTIONS



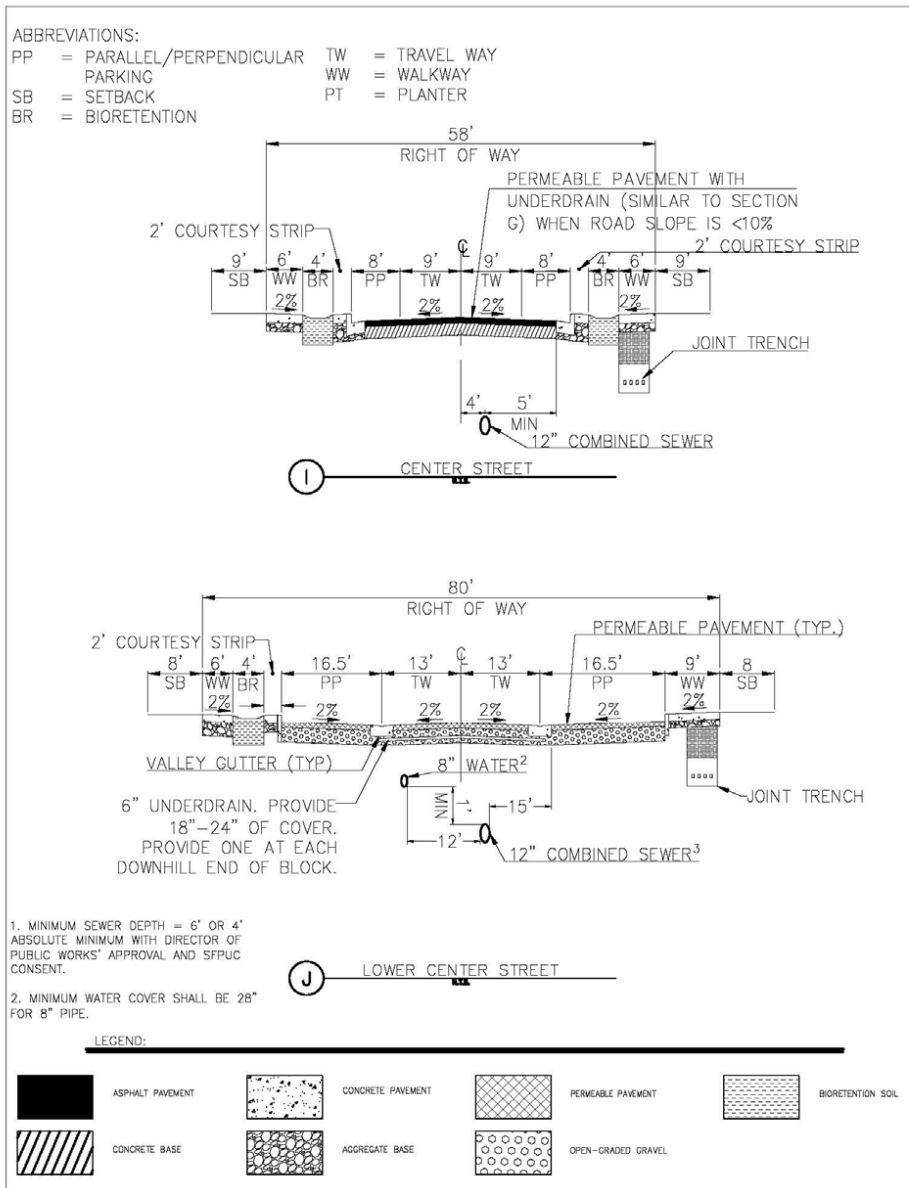
SUNNYDALE HOPE SF | FIGURE 7.8

TYPICAL STREET CROSS SECTIONS

Figure 7.6.



SUNNYDALE HOPE SF | FIGURE 7.9
 Figure 7.7. TYPICAL STREET CROSS SECTIONS



SUNNYDALE HOPE SF | FIGURE 7.10

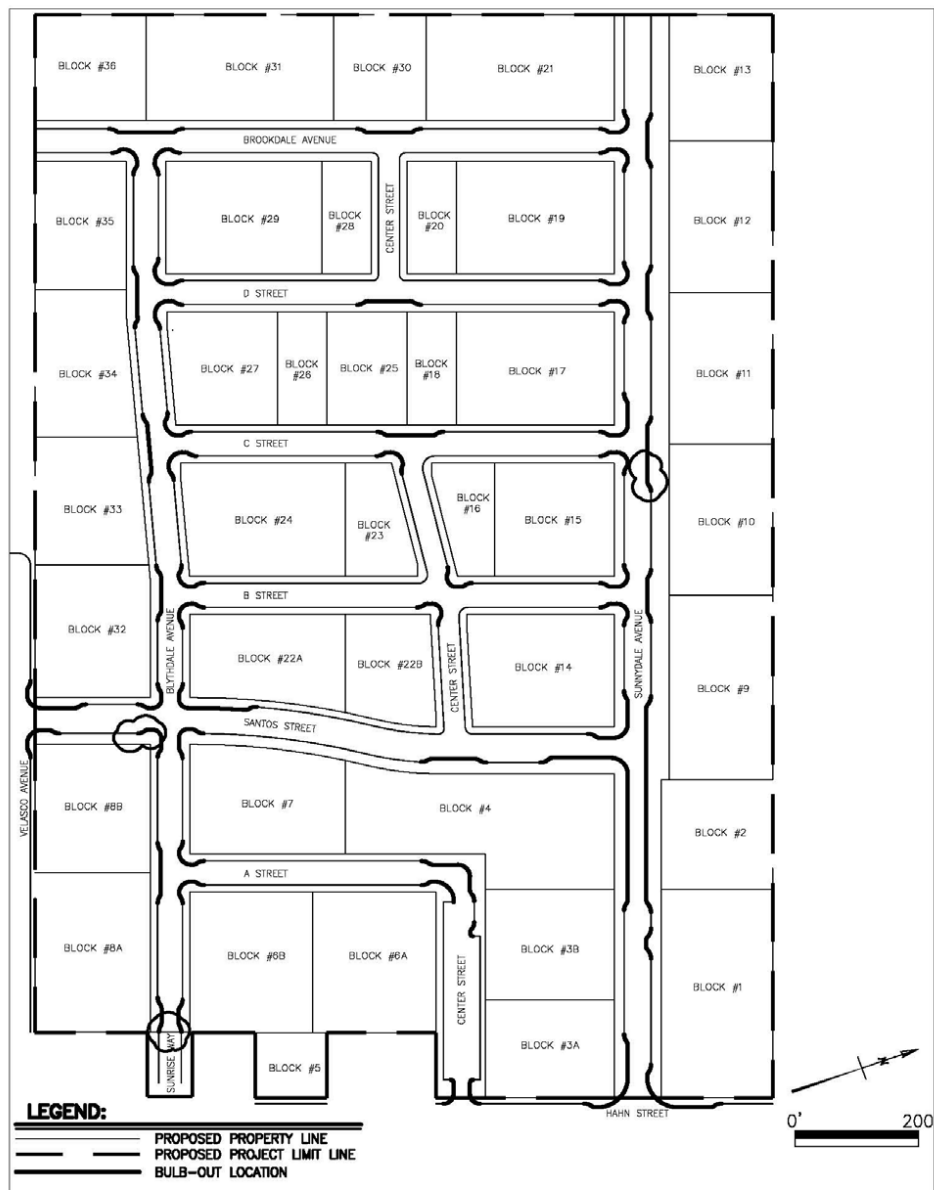
TYPICAL STREET CROSS SECTIONS

Figure 7.8.

7.8 Traffic Calming

7.8.1 Intersection Bulb-Outs

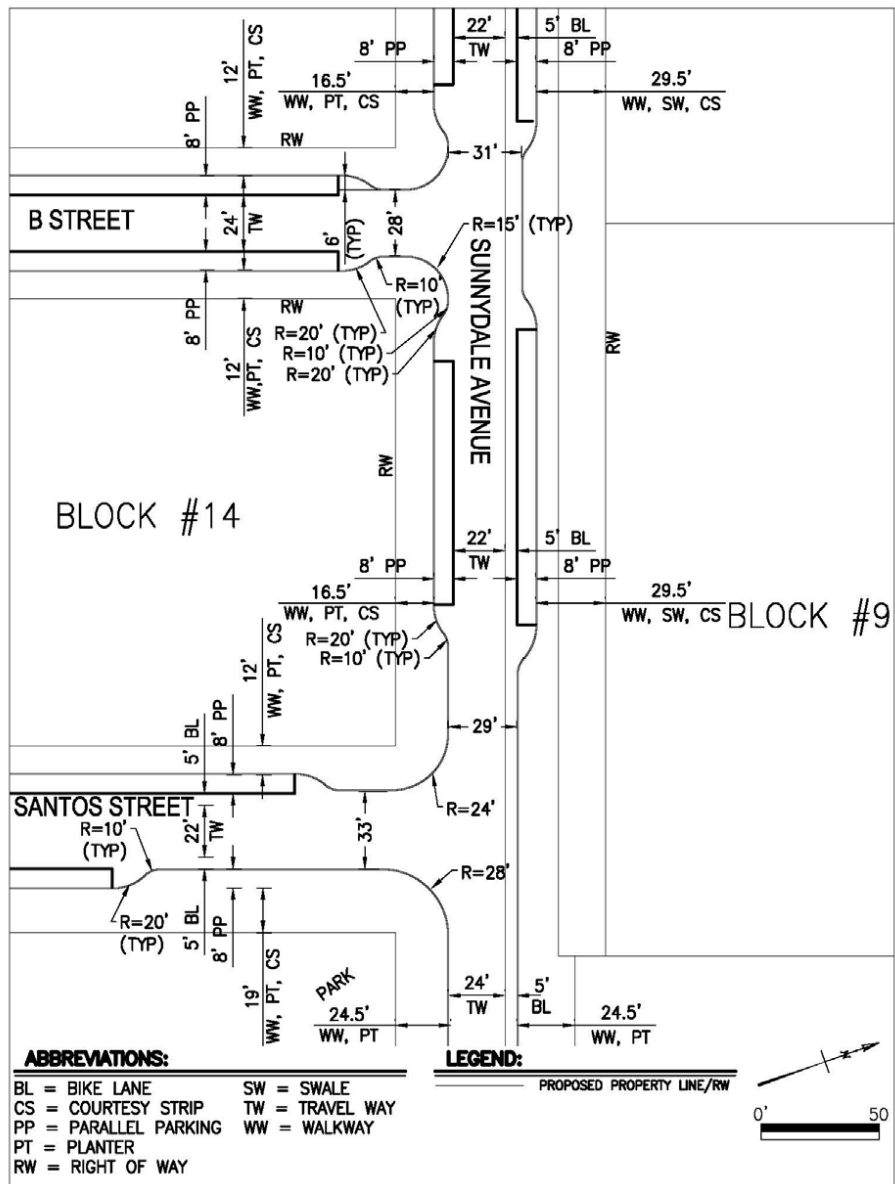
Bulb-outs have been strategically added to facilitate safe pedestrian travel along intersections where there are currently parallel parking areas, wider drive lanes, higher volumes of pedestrian circulation, and/or striped shoulders. Curb radii are designed to provide the required clearances for San Francisco Fire Department ("SFFD") access. The final design for the bulb-outs will be coordinated with the SFMTA, SFPDW, SFPUC, and the SFFD. Bulb-out improvements must meet the SFPDW and SFPUC requirements for overland drainage release and SFPDW requirements for accessibility for persons with disabilities. Overland release at these locations will be studied in the Grading and Overland Release Master Plan, which will be reviewed and approved by the SFPUC and SFPDW prior to the 30% Street Improvement Plans for the first phase of development. Bulb-out improvements will comply with SFPUC utility clearances and the Subdivision Regulations. Locations and a typical bulb-out detail are shown on Figure 7.9, 7.10, and 7.10.1.



SUNNYDALE HOPE SF | FIGURE 7.11

POTENTIAL TRAFFIC CALMING ELEMENTS

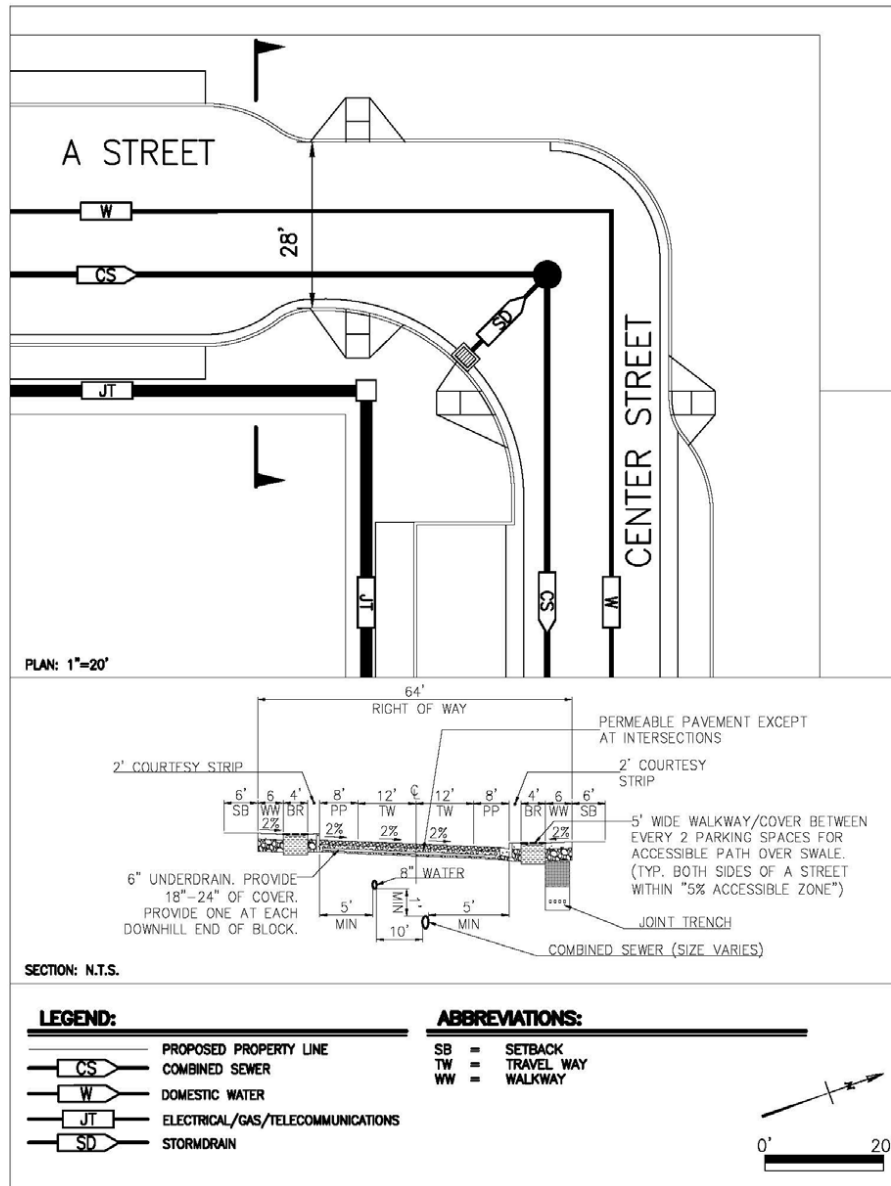
Figure 7.9.



SUNNYDALE HOPE SF | FIGURE 7.12

TYPICAL INTERSECTION BULB-OUT DETAIL

Figure 7.10.



SUNNYDALE HOPE SF | FIGURE 7.12.1
Figure 7.10.1.

7.8.2 Narrowed Lane Widths

The traffic lane widths for Center Street between Santos Street and Brookdale Avenue will be 10 feet, per SFMTA recommendations for low-traffic streets. Due to SFFD access requirements, all other street lane widths are in excess of 10 feet.

7.9 Fire Department Access

The overall Fire Access approach, including street grades, building heights and operational street widths, is shown in Figure 7.11.

Intersection radii, street widths from curb to curb on opposite sides of the street, and right-of-way layouts have been designed to accommodate fire truck turning movements, as documented on Figures 7.12 and 7.13A thru C. Per the SFFD, intersections are designed to accommodate the truck turning movements of the City of San Francisco Custom Fire Engine and Custom Aerial Ladder Truck (Fire Truck) as provided by the SF MTA. At intersection approaches and within intersections, the Fire Truck may encroach into the opposing vehicular travel lane to complete turning movements. Figure 7.12 identifies a typical detail of turning movements of the Fire Truck at typical site intersections.

SUNNYDALE HOPE SF FIRE ACCESS DIAGRAM

SAN FRANCISCO, CA (OCTOBER 28, 2016) MERCURY HOUSING, THE RELATED COMPANIES OF CALIFORNIA

YAN METER
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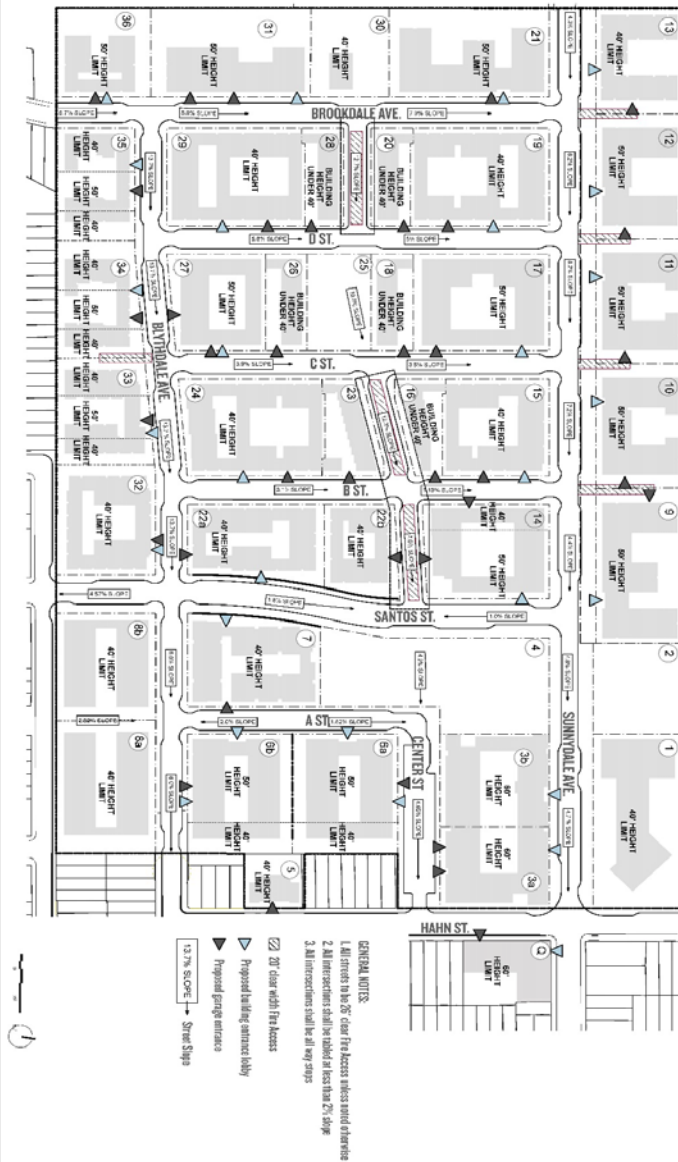


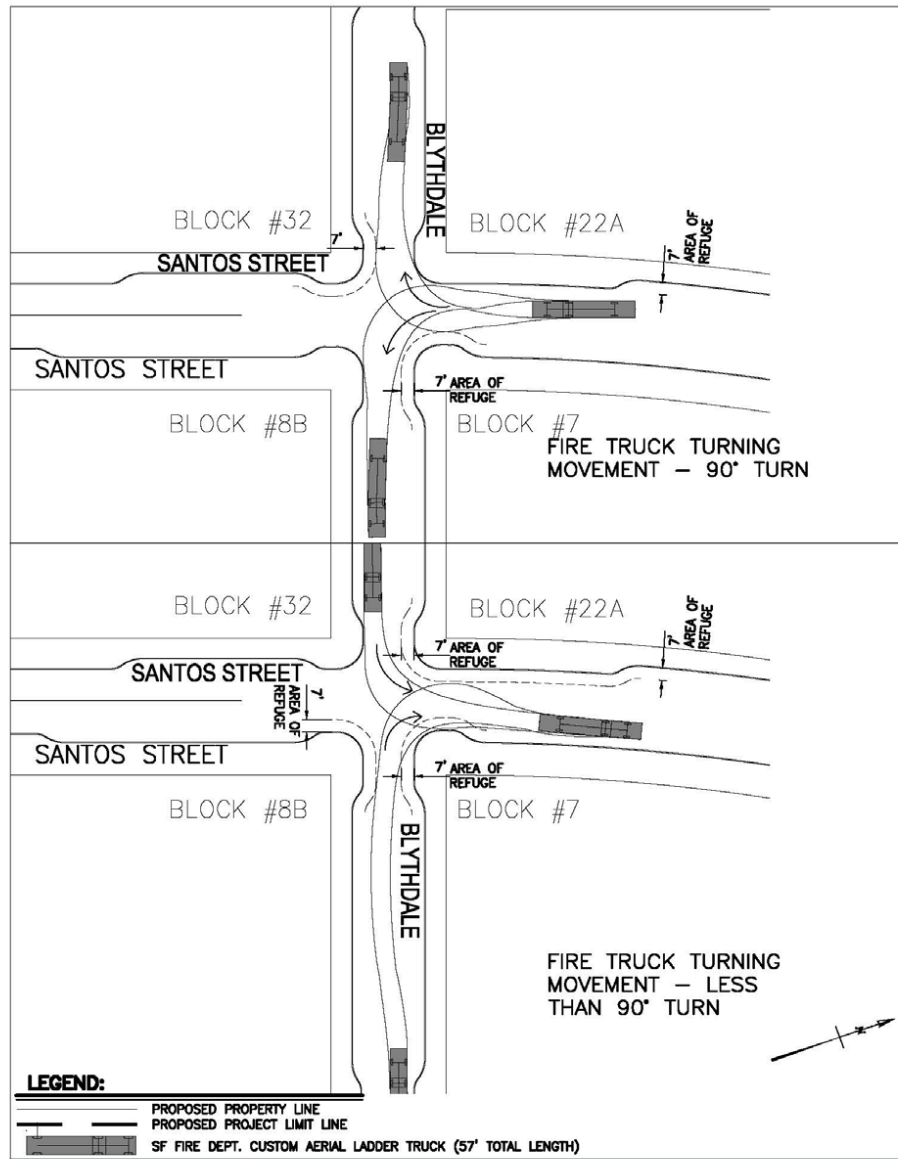
Figure 7.11.



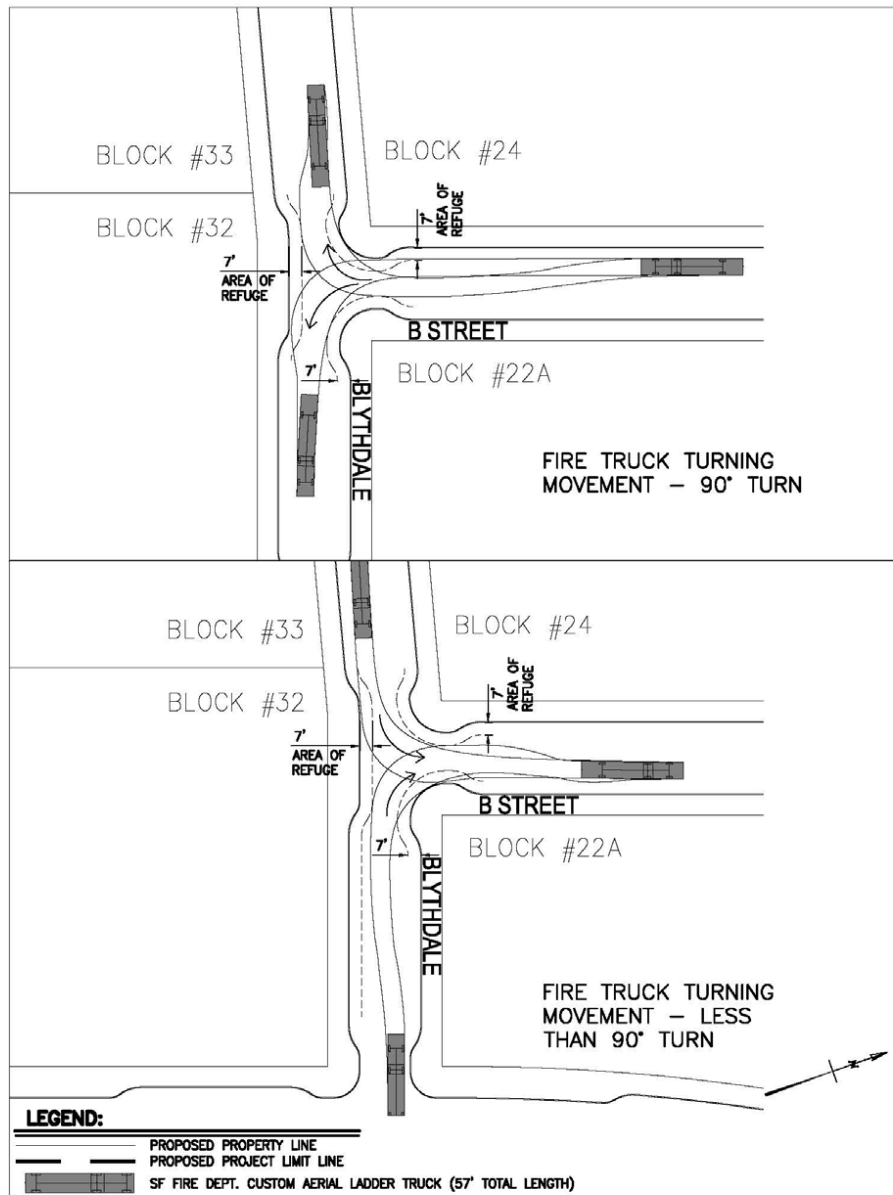
SUNNYSDALE HOPE SF | FIGURE 7.14

CONCEPTUAL FIRE TRUCK TURNING ANALYSIS

Figure 7.12.



SUNNYDALE HOPE SF | FIGURE 7.15A ENLARGEMENT OF TYPICAL INTERSECTION FIRE TRUCK TURNING
Figure 7.13A.



SUNNYDALE HOPE SF | FIGURE 7.15B ENLARGEMENT OF TYPICAL INTERSECTION FIRE TRUCK TURNING
Figure 7.13B.

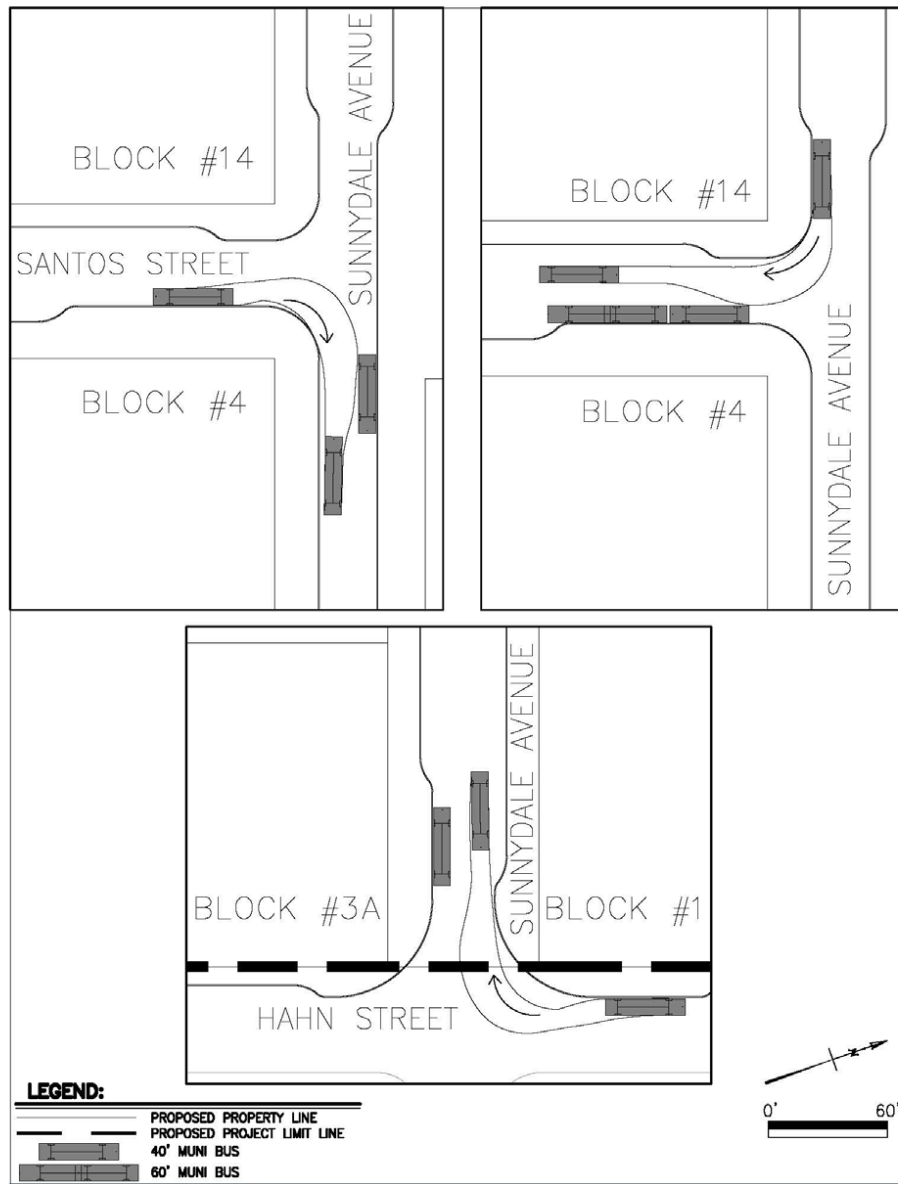


Figure 7.13C.

7.10 Public Bike and Pedestrian Paths on Private Property

Pathways restricted to foot and bicycle traffic will be privately owned, publicly accessible open spaces, built by the Developer. Currently, the only path that meets this description is the path between Blocks 32 and 33, leading from Blythdale Avenue to Velasco Street. This area is subject to an existing SFPUC easement. Proposed improvements will require SFPUC's prior written consent. Other pedestrian and bicycle paths are located within open space blocks.

7.11 Underground Utilities

Vertical and horizontal separation distances between adjacent combined sewer system, potable water, and dry utilities will conform to the requirements outlined in Title 22 of the California Code of Regulations and the State of California Department of Health Services Guidance Memorandum 2003-02 and Subdivision Regulations. See Typical Street Sections (Figures 7.7 through 7.10) for depth and relationship to other utilities. Developer will cause to be completed required disinfection and connections to new water mains in accordance with the SFPUC's policies and procedures.

7.12 Phasing of New Roadway Construction

The Developer will construct the new roadway system and traffic control and signalization improvements in phases in advance of or to match the phased development of the Blocks. The amount of the existing roadway repaired and/or replaced will likely be the minimum necessary to serve the Block. Repairs and/or replacement of the existing facilities necessary to serve the Block will be designed and constructed by the Developer. Fire truck turnaround areas, if any, will be coordinated with the SFFD and constructed by the Developer consistent with the Fire Code. Sidewalk and other accessible pedestrian paths of travel, either permanent or temporary, shall be provided to serve the pedestrian entrance and exit requirements of each Block prior to being released for occupancy.

Impacts to improvements installed with previous phases of development due to the designs of the new phase will be the responsibility of the Developer and addressed prior to approval of the permit drawings for the Block.

7.13 SFMTA Infrastructure

In coordination with SFMTA, the MUNI 9 and 8X transit stop locations have been optimized within the site, and transit bulbs have been added to improve service levels. Planned pedestrian improvements will increase safety and access throughout the Project. See Figure 7.16 Transit Diagram with Bus Stop Locations.

7.14 Acceptance and Maintenance of Street Improvements

In order to be accepted, the entire street will have to be full, complete and functional prior to being considered for acceptance. Upon acceptance of the new and/or improved public streets by the SFPUC, responsibility for the operation and maintenance of the roadway and

streetscape elements will be designated as defined in the various City of San Francisco Municipal Codes. Acceptance of water, wastewater and power utility infrastructure and streetlights within street improvements and Public Stormwater Management Improvements shall be subject to SFPUC approval. Proposed water and combined sewer infrastructure shall be designed to facilitate future access for maintenance.

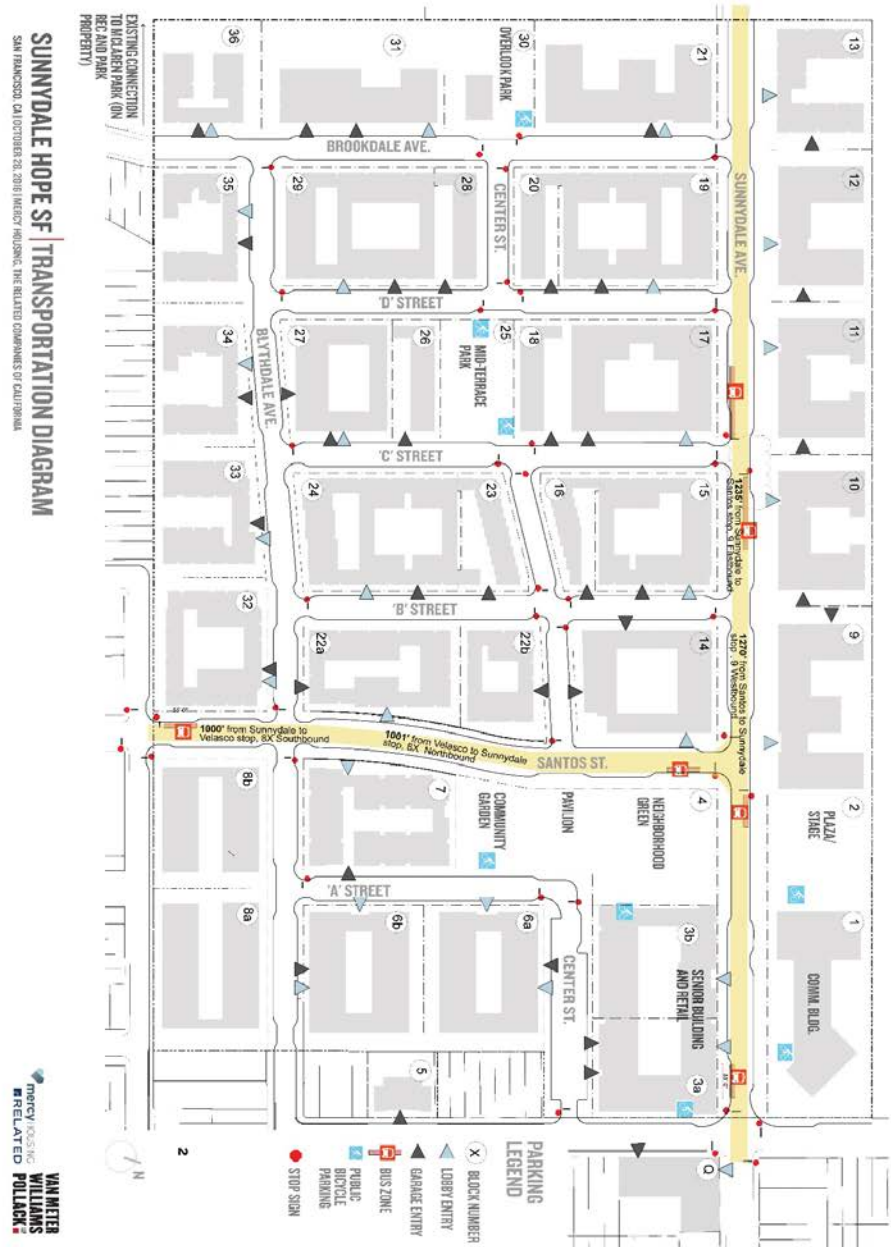


Figure 7.14.

Section 8 Open Spaces

8.1 Proposed Open Spaces

There are five major open spaces within the Project Site, totaling 4.6 acres of new, publicly accessible open space. Figure 7.2 indicates the location and areas of each of the five open spaces, which are Blocks 2, 4, 25 and 30 and a linear open space on the north side of Sunnydale Avenue. (Block 1 is noted as Open Space but will be the site for the new Community Center.) At the base of the site on Block 2 is the approximately 0.75 acre Community Open Space, complete with plaza, stage, and orchard next to the Community Center. Across the street at Block 4 is the 1.6 acre Neighborhood Green, pavilion, orchard, and community garden. A combination of softscape areas, raingarden stormwater detention basins, and permeable paving will collect and detain stormwater runoff and allow for infiltration. The 1 acre Sunnydale Linear Open Space will occur along the north side of Sunnydale Avenue. This Linear Open Space will showcase the stormwater infrastructure with generous setbacks and planting areas for stormwater detention and infiltration. In the center of the Project Site, on Block 25, will be the Mid-Terrace Open Space, which is approximately 0.7 acres in size. This open space will feature a series of terraces, a sloped path connecting all terraces, and small pockets of play space, gathering space, and gardens. Small rainwater infiltration basins within the garden terraces will collect stormwater and act as detention areas and allow for slow infiltration. Perched at the upper elevations along the west edge of the site, on Block 30, will be the Overlook Open Space, which is approximately 0.6 acres and will include view stairs, landscaping and possibly an overlook pavilion. Stormwater runoff from the pavilion will infiltrate within this open space site.

The open space construction will be phased along with the rest of the Project, and all open spaces will be privately owned and maintained, but publicly accessible, with the exception of the Linear Open Space, which will be proposed as public open space maintained by the City¹. Stormwater infrastructure and irrigation systems will be designed and installed per City standards. The Developer is responsible for costs associated with the review, permitting, and inspection of the open space improvements. Open space designs shall be reviewed and approved by San Francisco Planning Department and the San Francisco Department of Building Inspection prior to permit issuance, and shall be inspected for compliance with the approved plans prior to public use.

¹ Work to finalize maintenance responsibility of the Sunnydale Linear Open Space is ongoing at the time of finalization of this infrastructure plan.

Section 9 Stormwater Management System

9.1 Existing Stormwater Management System

The Project Site consists of approximately 48.8 acres of primarily multifamily residential buildings accessed and served by curb and gutter public streets. Unpaved areas generally consist of lawn or bare earth with modest canopy cover. Pavement, buildings and other

impervious surfaces cover approximately 50-percent of the site. The project Geotechnical Engineer has classified the site soils as having very low infiltration rates (Hydrologic Soil Group D). Most rainfall that falls on the site becomes runoff. Stormwater runoff is collected and conveyed via an on-site combined sewer system that carries both the stormwater runoff and sanitary sewer flows from the site. The combined system is described further in Section 10.

9.2 Proposed Stormwater Management System

This MIP describes the overall site approach to Stormwater Management. Runoff from right-of-way areas will be managed within the rights-of-way using green stormwater infrastructure, as approved by applicable City agencies. Runoff from private housing, open space, and community center parcels will be managed with a combination of conventional stormwater facilities and green stormwater infrastructure. A Stormwater Control Plan ("SCP") for each private parcel, private open space, and public right-of-way Street Improvement Plan will be submitted per the SCP review process for SFPUC review and approval.

9.2.1 SFPUC Stormwater Management Requirements

The SFPUC Stormwater Management Requirements provide the regulatory guidance by describing requirements for post-construction stormwater management. All projects that disturb more than 5,000 square feet are required to meet or exceed SFPUC Stormwater Management Performance Requirements. Sunnydale HOPE SF will include a total reconfiguration of the street grid within the development. The SFPUC Stormwater Management Requirements therefore apply to all rights-of-way within the Project, except for the Hahn Street improvements which do not include modification of the public right-of-way lines.

Since the site discharges to a combined sewer system, Leadership in Energy and Environmental Design ("LEED") Sustainable Sites Credit 6.1 (SS6.1) applies. Option 1 of this credit applies to Project, as the existing impervious area is less than or equal to 50-percent of the total area.

SS6.1, Option1, states that the project shall "...Implement a stormwater management plan that prevents the post-development peak discharge rate and quantity from

exceeding the pre-development peak discharge rate and quantity for the 1- and 2-year, 24-hour design storms." The SFPUC interprets "pre-development" in this case to mean existing conditions. Modified Compliance is not applicable to sites with existing impervious cover of less than or equal to 50-percent and therefore is not applicable to this Project.

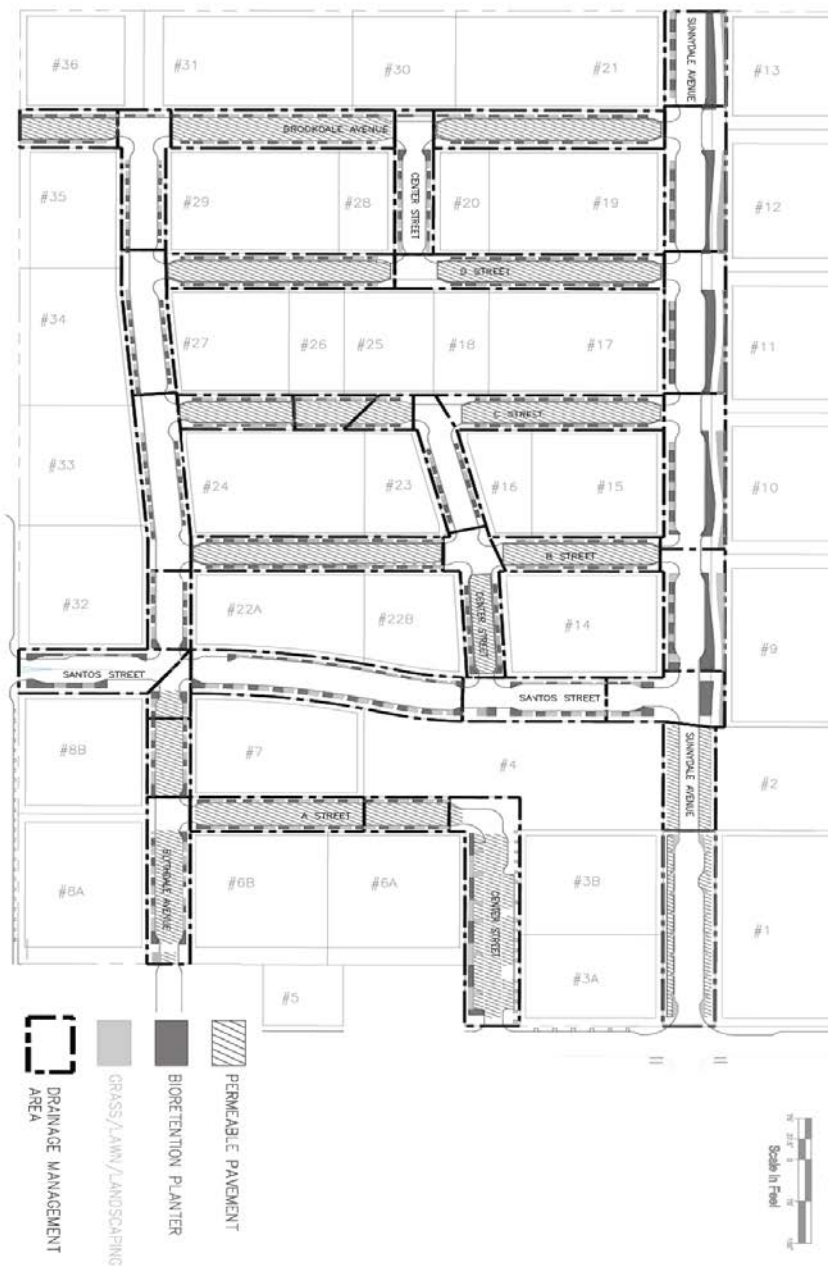


Figure 9.1. Location of Green Stormwater Infrastructure in Public Right of Ways

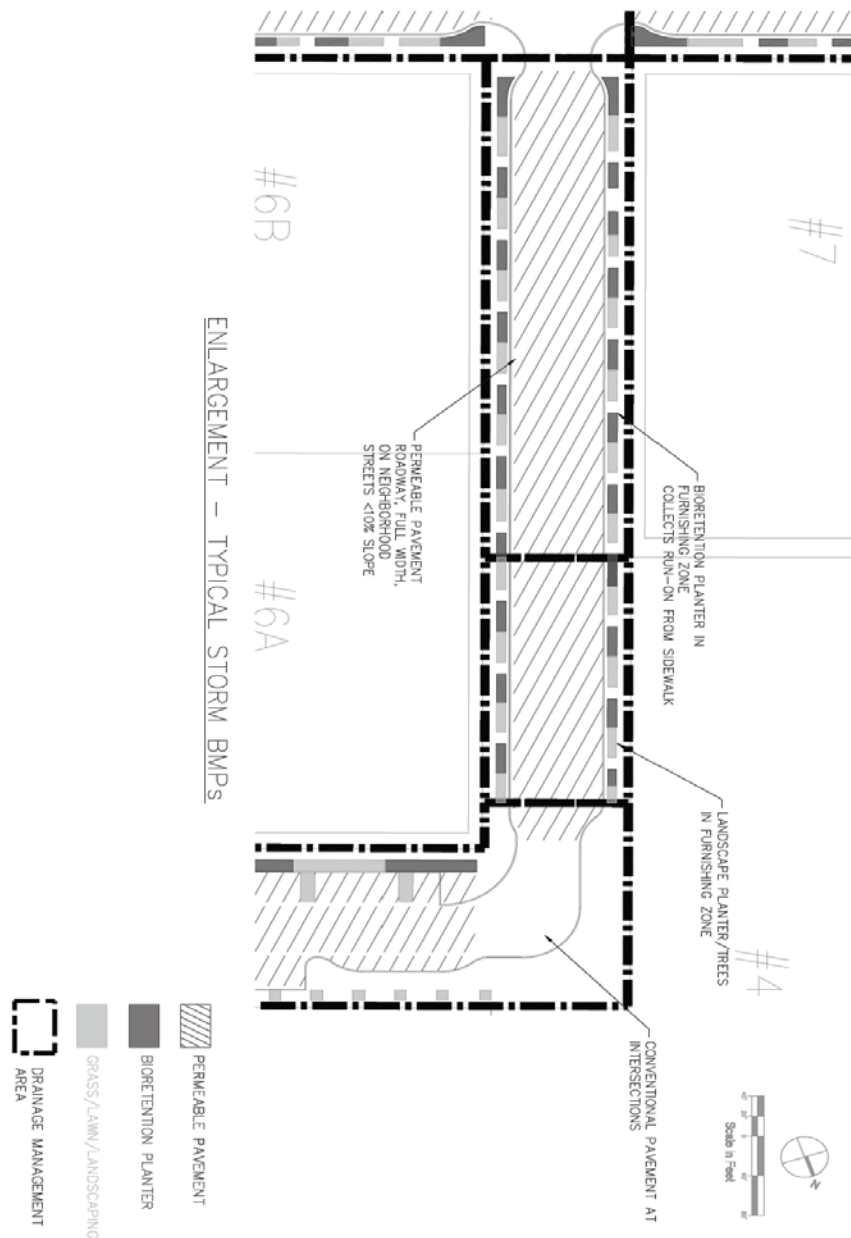


Figure 9.1.1. Location of Green Stormwater Infrastructure in Public Right of Ways Enlargement

9.2.2 Site Conditions and Proposed Stormwater Controls - Public Street Rights-of-Way

The Sunnydale HOPE SF Project will include the reconfiguration and construction of approximately 13.6 acres of public street right-of-way. To meet SFPUC stormwater requirements, the Project has proposed permeable paving in the parking lanes and drive aisles in the public rights of way, which will be dedicated to the City and maintained by the City. The Developer will design and engineer the public rights of way with permeable paving, which SFPUC and SFPDW will review as part of the street improvement permit process for each phase of improvements. If in reviewing the street improvement permit plans for any phase of development the City determines that the permeable paving is not an acceptable surface within the drive aisles, parking lanes, or both, then the Project will use standard paving techniques and the Developer will not be responsible for managing the runoff that was intended to be managed by the permeable paving within the subject phase application; however other proposed stormwater management controls will continue be installed as described in the Infrastructure Plan. Determinations will be made on a phase-by-phase basis.

Following the SFPUC Green Infrastructure Typical Details right-of-way landscape strips will function as bio-retention cells, and furnishing zones, parking areas and drive aisles will be constructed using permeable pavements. Figure 9.1 illustrates where permeable pavement and bio-retention facilities are anticipated, subject to appropriateness of design and SFPUC and SFPDW approval. Figure 9.1.1 also provides an enlarged view of the permeable pavement and bio-retention facilities on a typical street.

These stormwater control elements will act to slow the rate at which stormwater flows from the streets and sidewalks to the public combined sewer system and reduce the volume of runoff through limited infiltration, evapotranspiration, retention within engineered soil void spaces and absorption by plant materials. Due to the low infiltration potential of the site soils, bio-retention and permeable pavement facilities will be designed with a perforated underdrain to collect any excess water and convey it to the combined sewer system. Underdrains within permeable paving located in public rights-of-way are subject to SFPUC and SFPDW approval. Each facility will also be designed with an overflow to convey the stormwater from larger storm events to the combined sewer system to satisfy the SFPDW and SFPUC requirements.

Bio-retention within the right-of-way will be constructed in accordance with the SFPUC Green Stormwater Infrastructure Typical Details for bio-retention planters, bio-retention basins, or combinations thereof, unless otherwise approved by SFPUC. Permeable pavements will also be constructed in accordance with the current SFPUC Green Infrastructure Typical Details and Working DRAFT SFPDW Permeable Paving Director's Order (pending formal release) unless otherwise approved by SFPUC and SFPDW. Permeable pavement materials will be selected from the SFPDW list of pre-approved

materials, currently under development.

Bio-retention will primarily collect runoff from sidewalks. On streets with wider bio-retention areas, such as Sunnydale Ave and Santos Street, the roadway will be thrown so that runoff is directed to bio-retention. Through the Sunnydale Ave linear open space, overflow from bio-retention cells will cascade from cell to cell, creating a linear stormwater feature that is interwoven with the multi-use sidewalk. Permeable pavements will be used primarily within the furnishing zone on Sunnydale Avenue (outside the pedestrian through zone) and within roadway and parking lanes along neighborhood residential streets.

9.2.3 Proposed Stormwater Control Plans for Public Street Rights-of-Way

A Preliminary Stormwater Control Plan ("SCP") for the public right of way improvements will be submitted for review and approval with the 30% Street Improvement Plans for each phase of the project, and the Final SCP for a phase will be submitted with the 90% Street Improvement Plan for that phase. Approval of Final SCPs will be obtained prior to Street Improvement Plan permit issuance. A Multi-Phase SCP for public right-of-way improvements will be submitted along with the Preliminary SCP for the first phase. It is anticipated that, during some later phases, some individual right-of-way drainage management areas will not meet stormwater control requirements. To mitigate this, earlier right-of-way phases will offset these non-complying phases by managing more stormwater than is required. The extra control provided will be recorded in a project specific Stormwater Management Tracking Table. The tracking table will be used to "bank" stormwater control from early right-of-way phases so that later right-of-way phases may provide less control.

Throughout the build out of the Project, the Developer will maintain a record copy of the tracking table; each right-of-way project will provide a copy of the tracking table with their SCP demonstrating that the net result in runoff from the site is less than or equal to the predevelopment runoff.

9.2.4 Site Conditions and Proposed Stormwater Controls - Private Parcels and Open Spaces

The private development areas will occupy approximately 35.2 acres of the site. The private development sites will be largely covered with podium structures, pedestrian pathways and other hard surfaces, increasing runoff potential. Private developments sites will also include open space and plaza areas. Each private development may incorporate green stormwater controls where feasible to reduce effective impervious surface. It is anticipated that many private site developments will require rainwater harvesting systems in order to meet the SFPUC Stormwater Management Requirements for volume control. Anticipated non-potable uses for harvested rainwater include irrigation and flushing. For private development parcels, a Preliminary SCP and Final SCP shall be submitted for approval per SFPUC stormwater management requirements.

If an open space is to be turned over to the City for ownership and maintenance, the open space SCP will be completed in conjunction with the right-of-way SCPs. For compliance with the SFPUC Stormwater Management Requirements these open spaces will be counted as public right-of-way.

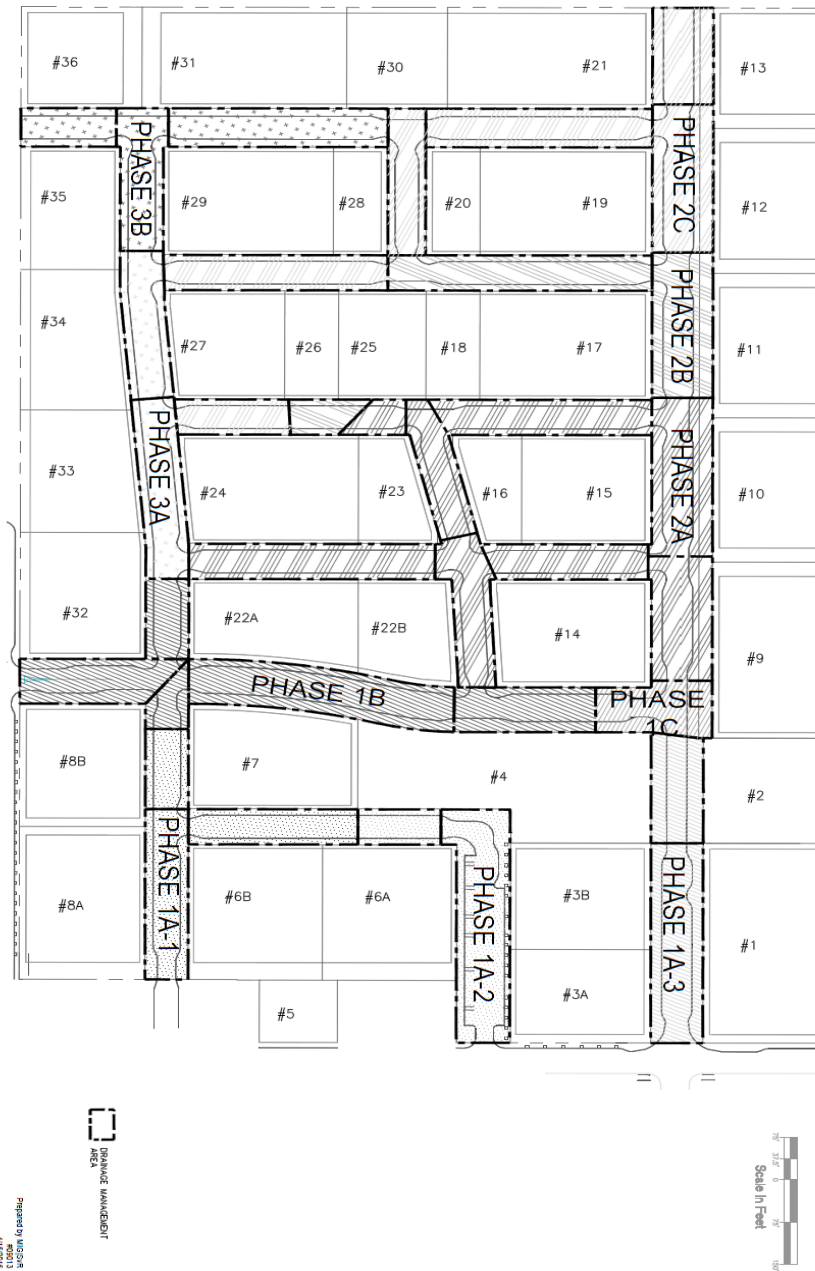


Figure 9.2. Right-of-Way Stormwater Phasing Diagram

9.3 Phasing for Stormwater System Construction

The Developer will design and install the new stormwater management systems to match the phased construction of the Project. SFPUC Stormwater Management Requirements will be met for right-of-way portions of the site at full buildout. Private property portions of the site will meet SFPUC post-construction Stormwater Management Requirements at the completion of each Block and/or phase of the Project. Figure 9.2 shows the proposed right-of-way buildout for each anticipated phase.

At all phases of the development, the Developer will provide functioning and adequate permanent or interim stormwater management facilities necessary to achieve stormwater management compliance. Within a development phase, facilities will be constructed and operational prior to or in conjunction with that phase.

Section 10 Combined Storm/Sewer System

10.1 Existing Combined Sewer System

The existing combined sewer mains on Blythdale Avenue and Hahn Street connect to the 3' x 4.5' combined brick sewer at the Sunrise Way/Hahn Street intersection. The existing combined brick sewer main located within the existing sewer easement on the east side of Blythdale Avenue also connects through Hahn Street before reaching the sewer at the Sunrise Way and Hahn intersection.

The 3' x 4.5' combined brick sewer eventually connects to a 78-inch combined sewer, which is then conveyed through a series of conduits, tunnels and lift stations, eventually arriving at San Francisco's Southeast Water Pollution Control Plant ("SWPCP") for treatment prior to discharge to the San Francisco Bay. According to the Project EIR/EIS, capacity is available at the SWPCP to serve the proposed project.

10.2 Proposed Combined Sewer System

10.2.1 Proposed Sanitary Sewer Demands

Project sanitary sewer demands conservatively assume a 95% return on water demands, resulting in an Average Daily Dry Weather Flow ("ADWF"). A Combined Sewer Master Plan that outlines the Project's methods for calculating the flow demands will be submitted to the SFPUC to be approved prior to the 30% Street Improvement Plans for the initial phase of development. There will be the application of a peaking factor of 3 to the ADWF, which will anticipate the generation of a Peak Dry Weather Flow ("PDWF"). As recommended by the Subdivision Regulations, an Inflow and Infiltration rate ("I&I") of 0.001-0.003 cubic feet per second (cfs) per acre will be added to the PDWF to calculate the Peak Wet Weather Flow ("PWWF").

10.2.2 Proposed Combined Sewer Capacity

Hydrology models and Hydraulic Study for the entire site will be developed and submitted to the City to confirm the combined sewer system designs and capacity in conjunction with the 30% Infrastructure Improvement Plans for the initial phase of development.

10.2.3 Proposed Combined Sewer Design Basis

The proposed combined sewer system will be designed in accordance with the Subdivision Regulations and SFPUC wastewater utility standards. Combined sewers will have sufficient capacity, when flowing full or surcharged, to carry the computed storm water runoff, based on the ultimate development of the area including the material drainage from upstream areas. Piping systems will be designed to convey the 5-year storm event inside the combined sewer infrastructure with overland release of the 100-year storm conveyed between the top of curb elevations of the streets. Where sewer ejector pumps, diversion line, or interceptors are incorporated into the private development parcel utility system designs, the sewer demands shall be included in the hydrology calculations for sizing combined sewer mains. If pumps, interceptors or diversion lines are not included, the sewer demands shall not be included in the sizing calculations for the combined sewer mains per the Subdivision Regulations. Where sewer ejector pumps, diversion line, or interceptors are incorporated into the private development parcel utility system design, these utilities will be owned and maintained by the private parcel owner. A complete combined sewer design will be developed as part of the Combined Sewer Master Utility Plan review and approval process prior to the 30% Street Improvement Permit plans for the first phase of construction.

10.2.4 Proposed Combined Sewer Design Criteria

As documented in the Subdivision Regulations or SFPUC wastewater utility standards, as appropriate, sewer mains will be constructed from ASTM C-700 Extra Strength Vitrified Clay Pipe (VCP) with a minimum diameter of 12 inches. Where required, 24-inch to 36-inch pipe constructed from ASRM C-700 Extra Strength VCP with construction modifications or reinforced concrete pipe (RCP), subject to the approval of the Director of Public Works with the consent of the SFPUC. VCP sewers will have bell and spigot joints with fabricated compression type fittings in accordance with ASTM C425. RCP sewers will have bell and spigot joints. Due to planned trees at the project site, high density polyethylene (HDPE) pipe is anticipated to be an acceptable alternative to VCP, subject to SFPUC approval. Proposed city main sewers within the development will be constructed on appropriate bedding for HDPE, as approved by SFPUC. The minimum residential and commercial service lateral size will be 6 inches and 8 inches, respectively. Sewer laterals will have an air vent and trap. Sewer laterals from private open spaces will have a sand trap prior to the air vent and trap, and will not connect to the public sewer system at the back of catch basins. Manhole covers will be solid, with manhole spacing set at a maximum distance of 300 feet (or 350 feet with SFPUC approval), and at changes in pipe diameter, grade or

alignment. Manholes will not be located in pedestrian crosswalks. Stormwater inlets will be installed per the Subdivision Regulations or SFPUC wastewater utility standards and outside of the curb returns, crosswalks, accessible passenger loading zones and accessible parking spaces, where feasible.

A minimum cover of 6 feet will be provided on top of mains within public streets, in accordance with the Subdivision Regulations. Pipe slopes will be designed to minimum and maximum values of 0.2 percent and 15 percent, respectively, subject to complying with the more important minimum and maximum velocities noted below. Mains that are 12 inches to 18 inches in diameter shall have sufficient capacity to carry the design flow when running half full based on depth ($d/D = 0.50$). Mains larger than 18 inches shall have sufficient capacity to carry the design flow when running 0.75 full based on depth ($d/D = 0.75$). Freeboard Requirements will conform to the City of San Francisco Subdivision Regulations or SFPUC wastewater utility standards. The minimum freeboard requirement should take precedence over the filling ratio (d/D) for design flow conditions. ADWF is $d/D = 0.5$ and PWWF is $d/D = 0.75$. Unless approved otherwise by the SFPUC, the slope of the main sewer will achieve a minimum velocity of 2 ft/sec under average flow conditions to maintain sufficient cleaning velocities and a maximum velocity of 10 ft/s to reduce scouring. If minimum velocities cannot be met, sewers as small as 8 inches will be considered on a case by case basis.

Vertical and horizontal separation distances between adjacent combined sewer system, potable water, and dry utilities will conform to the requirements outlined in Title 22 of the California Code of Regulations, the State of California Department of Health Services Guidance Memorandum 2003-02, and the Subdivision Regulations. Where feasible, the combined sewer will be located in the center of the proposed public streets per Subdivision Regulations. In many locations within the Project Site, the combined sewer will be offset from the center of the street to ensure that adjacent water lines can be placed outside of the proposed bulb-outs while maintaining the required health code separation clearances. The combined sewer will be located within the public street travel way pavement such that the outside wall of a water or combined sewer pipe is a minimum of 2.5-foot clear from the lip of gutter and a minimum of 5-feet clear from a proposed tree. Sewer manholes will be located such that the outside wall is a minimum 4-foot clear from the face-of-curb and 0.5-foot from a catch basin, in compliance with the

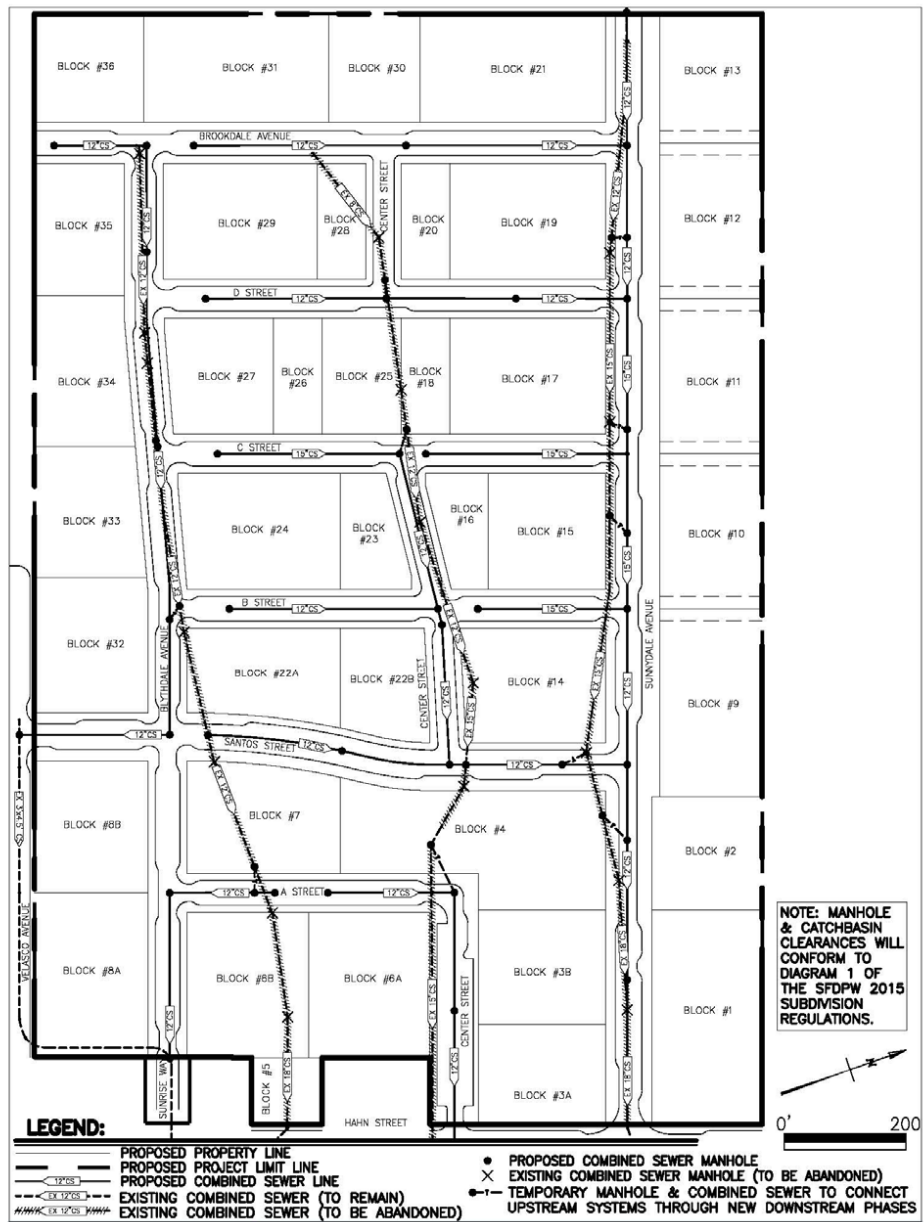
Subdivision Regulations. No public sewer infrastructure will be constructed in easements. Cross sections of the proposed utility layout are shown in Figures 7.7 through 7.10. Final approval of the combined sewer location within the street section and variances for a specific phase of development is subject to SFPUC approval through review of the Street Improvement Plans for that phase of development in accordance with the Subdivision Regulations.

10.2.5 Proposed Combined Sewer Collection System

The proposed combined sewer system is identified schematically on Figure 10.1. The combined sewer system will be designed and constructed by the Developer. Street sewers including street drainage within the new City street rights-of-way will be reviewed and approved by the SFPUC. The new combined sewer system will be maintained and owned by the SFPUC, upon construction completion and improvement acceptance by the City. The proposed system will include stormwater collection structures and sanitary sewer laterals connected by a system of 12-inch to 36-inch gravity combined sewer mains.

Sewer laterals may be connected to sewers using "Tap-tite" connections if the sewer is a minimum twice the size of the lateral. If the sewer is not twice the size or larger than the lateral, a wye or tee must be used. "Tap-tite" connections must have a 2-foot clearance from pipe joints and other connections.

When connecting proposed combined sewer infrastructure to the existing 3'x4.5', ±12' deep, brick sewer on Sunrise Way, Developer will install a precast manhole on the existing 3'x4.5' sewer at the point of connection in conformance with SFDPW "Precast Manhole On Existing Brick Sewer" Std. Detail, File No. 87,185. Drawings detailing the method of manhole installation will be provided in the Street Improvement Plans for each phase of development and approved by SFPUC before connection to the existing sewer will be approved. With the exception of the existing 3'x4.5' brick sewer, no existing sewer infrastructure shall be reused in each phase of new development.



SUNNYDALE HOPE SF | FIGURE 10.1 | CONCEPTUAL COMBINED SEWER SYSTEM

Figure 10.1.

10.2.6. Proposed Combined Sewer Backflow Prevention

Hydrology models analyzing the Project's combined sewer system from its points of connection to the City mains and upstream through its system, based on hydraulic grade line information at the connection points provided by the City, will be developed as part of the Combined Sewer System Master Plan prior to the 30% Street Improvement Plans for the first phase of development.

10.3 Phases for Combined Sewer System Construction

The phasing of construction of the new combined sewer system by the Developer will include consideration of several variables, including continuity of existing service connections above and below the current phase as noted by temporary connections ("T") on Figure 10.1, surface routing of overland flows, and project compliance with the requirements of the State of California Construction General Permit. The Developer will design and install the new combined sewer system by phase to support each phase of development within the Project, while allowing for continuity of service where applicable.

Each new residential project within a phase of development will connect to the systems constructed in previous phases as close to the edge of the new phase as possible, while maintaining the integrity of the system for the remainder of the development. A condition assessment will be necessary of adjacent existing pipes before and after construction of each phase. All sewers, manholes, laterals and catch basins shall require testing and videoing prior to acceptance of each phase. Video shall be in NASSCO PACP format unless otherwise specified by SFPUC. Repairs and/or replacement of the existing system or new system constructed for previous phases necessary to serve the new phase will be designed and constructed by the Developer.

The SFPUC will be responsible for the new combined sewer facilities once construction of the infrastructure is complete and accepted by the City. Impacts to the improvements installed in previous phases caused by the design or construction of the current/new phases will be the responsibility of the Developer and addressed prior to approval of the Street Improvement Plans by the City.

Section 11 Potable Water System

11.1 Existing Low Pressure Water System

Existing low pressure water system surrounds the site on Brookdale Avenue (8-inch) coming from the south end, Sunnydale Avenue (6-inch) from the east and west, and on Santos Street (8-inch) on the west side.

11.2 Proposed Low Pressure Water System

Water service will be provided by a water supply, storage, and distribution system owned and operated by the SFPUC. The system will be used for domestic water supply and low pressure fire hydrants.

11.2.1 Project Water Demands

The project per capita water demands stated as total water demand analysis and required flow rate will be calculated using fixture count methodology and per capita flow estimates for domestic flows. Peaking factors are assumed to follow AWWA standards.

11.2.2 Project Water Supply

As included in the Project EIR/EIS, the 2010 SFPUC Urban Water Management Plan had accounted for water demands associated with the proposed development of the Project and that development would not require major expansions of the existing water system. In June 2016, the SFPUC adopted the 2015 Urban Water Management Plan for the City and County of San Francisco. As both the proposed project and SFPUC water demand projections have been revised since then, the currently proposed Project has subsequently been accounted for in SFPUC's latest City- wide demand projections provided in its 2013 Water Availability Study. As concluded previously, the development would not require major expansions of the existing water system.

11.2.3 Project Water Distribution System

The low pressure water system will be designed and constructed by the Developer. . The proposed low pressure water system is identified schematically on Figure 11.1. Cross sections of the proposed utility layout are shown in Figures 7.7 through 7.10. Along Blythdale Avenue and Sunnydale Avenue, four existing water connections will line up with an additional existing connection at Santos Street. The project's proposed public street connections will continue to provide an on-site looped system.

The proposed domestic water supply and fire protection system consists of ductile iron pipe mains, low pressure fire hydrants, valves and fittings, and appurtenances. Final pipe sizes, locations, connections and interconnections, flows, pressures, and location and number of fire hydrants will be determined with a hydraulic model analysis using design criteria established by the City. The results of the hydraulic model analysis will be verified

and approved by SFPUC. The potable water infrastructure will be located within the public street pavement such that the outside wall of a water pipe is a minimum of 1-foot clear from the lip of gutter and a minimum of 5-feet clear from a proposed tree trunk. At bulb-outs water main shall be 24" minimum from lip of gutter. The project water system will be modeled by the SFPUC for analysis confirmation and review process to determine on-site system infrastructure requirements. A Low Pressure Water System Master Plan will be submitted to be approved prior to the submittal of the 30% Street Improvement Plans for the first phase.

Vertical and horizontal separation distances between adjacent combined sewer system, potable water, and dry utilities will conform to the requirements outlined in Title 22 of the California Code of Regulations, the State of California Department of Health Services Guidance Memorandum 2003-02, and the Subdivision Regulations.

11.2.4 Proposed Fire Hydrant Locations

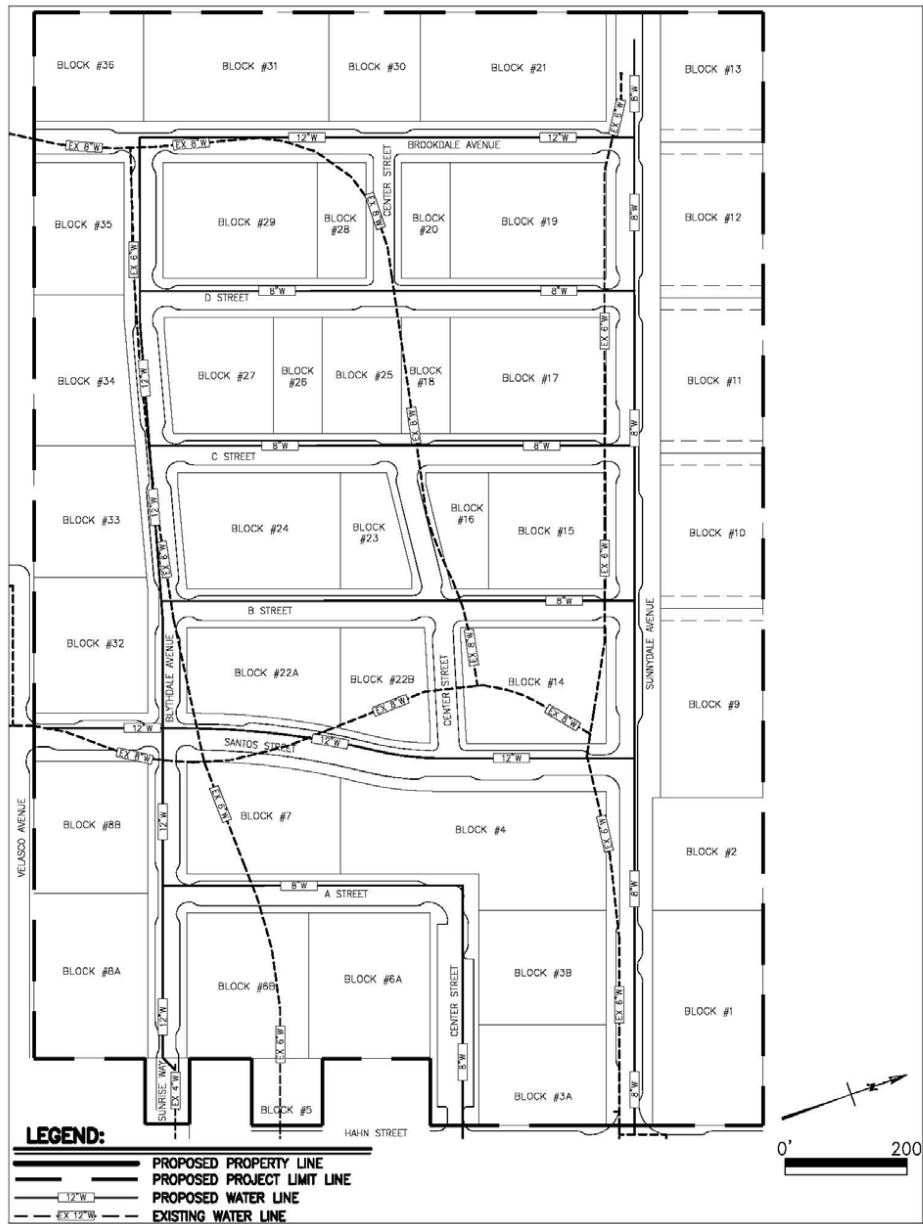
Proposed on-site and off-site fire hydrants will be located at a maximum radial separation of 300 feet between hydrants. In addition, building fire department connections will be located within 100-feet of a fire hydrant. To accommodate the proposed frontage improvements, existing fire hydrants will be relocated or replaced by the Developer. Final hydrant locations are subject to the approval of the SFFD and the SFPUC, and will be located outside of the curb returns per DPW Order 175,387. If fire hydrants are required within the curb returns to meet SFFD requirements, the project will work with the SFPUC and SFDPW to request an exception per Sections VI and VII of DPW Order 175,387.

11.3 Phases for Potable Water System Construction

The Developer will design and install the new potable water system in advance of or in phases to match the phases of the Project. The amount of the existing system replaced with each phase may be the minimum necessary to serve the phase.

The new phase will connect to the existing systems as close to the edge of the phase area as possible, while maintaining the integrity of the existing system for the remainder of the development. Repairs and/or replacement of the existing facilities necessary to serve the phase will be the responsibility of the Developer.

The SFPUC will be responsible for the new water facilities once construction of the infrastructure is complete and accepted by the City. Impacts to the improvements installed by previous phases caused by the design or construction of the current/new phases will be the responsibility of the Developer and addressed prior to approval of the Street Improvement Plans by the City.



SUNNYDALE HOPE SF | **FIGURE 11.1** CONCEPTUAL POTABLE WATER SYSTEM

Figure 11.1

Section 12 Recycled Water and Greywater

12.1 Recycled Water Assessment

Currently, neither existing nor planned recycled infrastructure exists within the vicinity of the Project Site. The existing site does not contain infrastructure for recycled water, nor did the former site facilities include recycled water infrastructure or similar on-site systems. The nearest existing source of recycled water is North San Mateo County Sanitation District's water treatment plant in Daly City; however, there is no recycled water conveyance infrastructure serving the Project Site.

SFPUC's Recycled Water Master Plan for the City and County of San Francisco (March 2006) calls for the expansion of the auxiliary water supply system, including an upgrade of SWPCP and extension of recycled water pipelines. However, these pipelines are not planned to extend to the Project site, with the nearest system termination points located at Salinas Avenue and Third Street in the Bayview Neighborhood and San Bruno Avenue and Mansell Street in the Portola Neighborhood. Correspondingly, the Project Site is located outside the Reclaimed Water Use Ordinance Area.

Currently, the SFPUC is conducting a recycled water demand assessment of potential users and uses in the eastern areas of San Francisco. The 2012 Recycled Water Project Needs Assessment Report examined the potential uses of recycled water for irrigation, toilet flushing, and various commercial and industrial applications. The report does not identify the Sunnydale HOPE site among potential users.

Since a recycled water source and service is not available, the proposed project does not intend to design or construct recycled water infrastructure at the Project Site.

The Project Site will be not be developed with a master plan greywater system. The evaluation of the need and benefits of reusing greywater will be made for individual housing parcels and community facility parcels.

Section 13 Auxiliary Water Supply System

The San Francisco Public Utilities Commission (SFPUC), in cooperation with the San Francisco Fire Department (SFFD), owns and operates the Auxiliary Water Supply System (AWSS), a high pressure non-potable water distribution system dedicated to fire suppression that is particularly designed for reliability after a major seismic event. Currently, AWSS infrastructure does not exist within or directly adjacent to the Project Site.

Following a major seismic event, new developments within the City must meet fire suppression objectives that were developed by the SFPUC and SFFD. The SFPUC and SFFD will work with the Developer to determine post-seismic fire suppression requirements during the planning phases of the Project. Requirements will be determined based on increase in building density, fire flow and pressure requirements, City wide objectives for fire suppression following a major seismic event, and proximity of new facilities to existing AWSS facilities. AWSS improvements will be located in the public right of way or on City property, as approved by the SFPUC.

To meet the SFPUC and SFFD AWSS requirements, the development may be required to incorporate infrastructure and facilities that may include, but are not limited to:

- Multiple underground water storage cisterns, typically 75,000 gallons each;
- Seismically reliable high-pressure water piping and hydrants with connection to existing AWSS distribution system;
- Independent network of seismically reliable low-pressure piping and hydrants with connection to existing potable water distribution system at locations that are determined to be seismically upgraded by SFPUC;
- Saltwater pump station that supplies saltwater to the AWSS distribution piping following a major seismic event;
- Piping manifolds along waterfront that allow fire trucks to access and pump sea or bay water for fire suppression; and/or
- Portable water supply system (PWSS) including long reaches of hose and equipment mounted on dedicated trailers or trucks.

Project specific requirements have not been fully analyzed by the SFPUC and SFFD in time for the publication of this Master Infrastructure Plan. Final design of the AWSS solution for the Project Site will be determined by the SFPUC and SFFD.

The Developer will construct the new AWSS in advance of or in phases to match the Project, per the Phasing Plan in the DA. The SFPUC will be responsible for the new AWSS facilities once construction of the infrastructure is complete and accepted by the City. Impacts to the improvements installed in previous infrastructure phases caused by the

design or construction of the current/new infrastructure phases will be the responsibility of the Developer and addressed prior to approval of the infrastructure improvement drawings by the City.

Section 14 Dry Utility Systems

14.1 Existing Electrical, Gas, and Communication Systems

The existing dry utility systems currently serving the Sunnydale public housing consist of the following:

14.1.1 Electrical Service

The Sunnydale public housing improvements and site are owned and operated by the San Francisco Housing Authority ("SFHA"). The electric distribution system currently serving the Sunnydale area is shown in Figure 14.1. PG&E electric distribution facilities in the area, taken from PG&E PV and RAM Program maps, are shown in Figure 14.2, which shows that the Sunnydale public housing site is currently fed by one PG&E 4kV feeder (H-0405). The area is served by PG&E's Martin Substation. Power is distributed to residents via SFHA-owned primary and secondary overhead facilities. The secondary power is metered at a number of locations by building; service to individual units is not individually metered. The SFHA pays for all electrical service usage.

This overhead system is owned by the SFHA, with repair and emergency response services on the high voltage lines provided by SFPUC, according to an MOU, and consists of overhead pole mounted lines with pole mounted transformers. SFHA's system interconnects with PG&E's 4 kV feeder via SFHA's overhead pole located on Hahn Street just south of Sunnydale Avenue. Two single phase feeders run through the project site. These feeders have two hot phase wires and one neutral wire. The development of residential buildings and supporting infrastructure for Phases 1A-1 and 1A-2 (Blocks 6A and 6B, the first on-site blocks that the Developer plans to build) will require demolition that will necessitate revised routing of existing electrical service to ensure that the existing buildings and infrastructure "upstream" continue to have power (as well as telecommunications) service.



Figure 14.1 – Existing Electrical distribution at Project Site

PG&E Distribution Map (Sunnydale Area)



Figure 14.2

14.1.2 Gas Service

Existing gas service is provided by PG&E. Gas mains enter the Sunnydale property at both the east and west ends of Sunnydale Avenue, from the southwestern corner of the property at Brookdale Avenue, and for a limited number of buildings directly from Hahn Street. The gas distribution system is shown schematically on Figure 14.3. As with the electrical services, gas service to each building is metered for the building as a whole; the SFHA pays for all gas service usage. The new development infrastructure will incorporate new gas mains and service to each new phase of development.

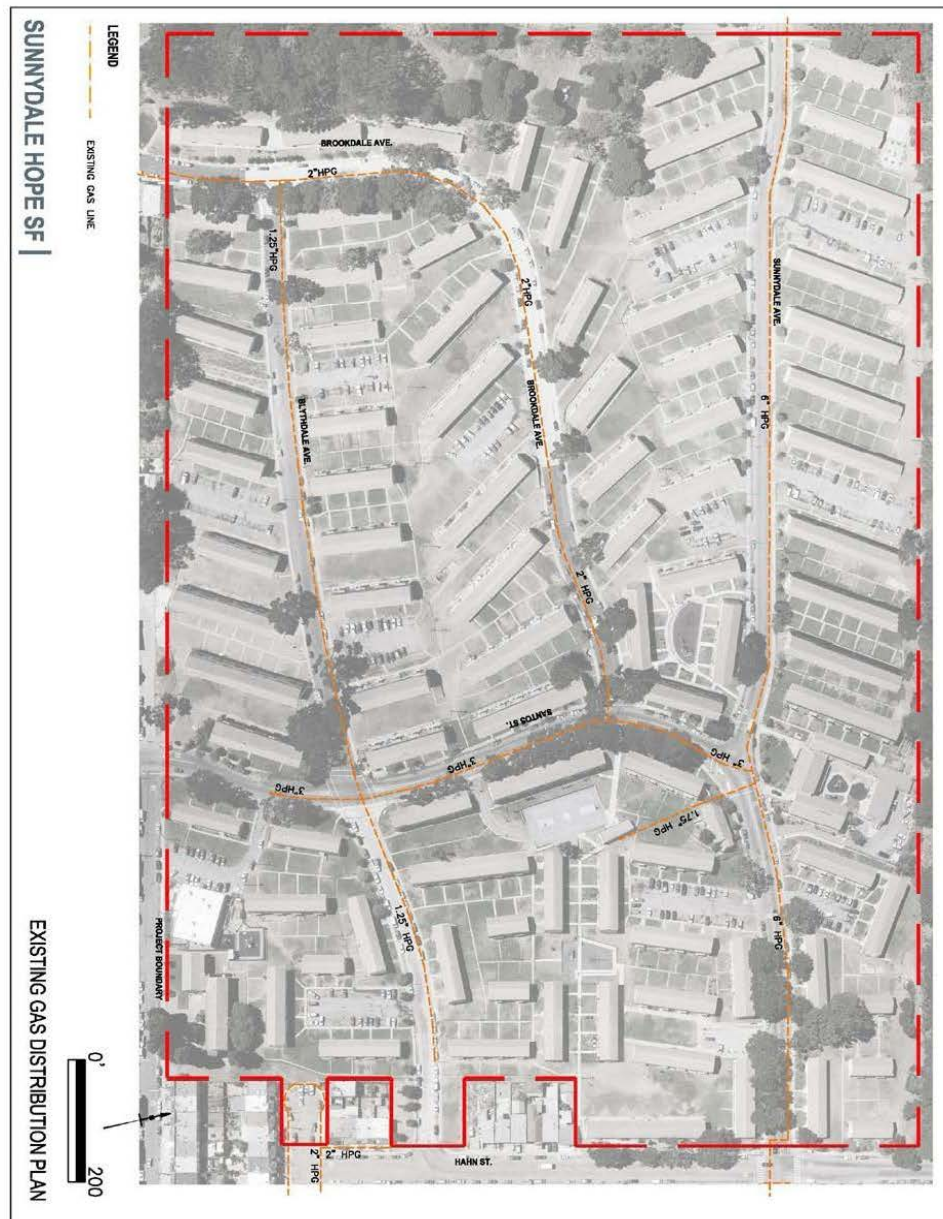


Figure 14.3

14.1.3 Communication Systems

Phone, cable TV and internet services are provided via overhead pole mounted lines carrying the services provided by AT&T and Comcast. These telecommunication services enter the Sunnydale property at several locations – from Velasco, on the south; from Brookdale, on the west; from Hahn, on the east – and circulate through the interior of the site via the same network of private utility poles that distribute electrical service. Individual residents are responsible for arranging for service to their unit. The new development infrastructure will incorporate communication services to each new phase of development.

14.1.4 Streetlights

The streets within the existing Sunnydale project are lit by a system of streetlights owned by the SFHA and powered by SFPUC electricity through the SFHA-owned electrical distribution system, which as noted above is maintained by the SFPUC. The new development infrastructure will incorporate a new streetlight system to illuminate the revised street grid. Please see Section 7.6 for more information about the streetlights.

14.1.5 City/County of San Francisco Emergency Communication System

The City maintains a system of fiber-optic underground cables throughout the City, carrying its emergency communications used by the Police and Fire Departments and managed by the City's Department of Technology ("DT"). The joint trench design engineer will coordinate with DT staff to ensure that the conduit composing the distribution system for these DT facilities located within the joint trench meets the City's requirements.

14.2 Project Power Providers and Requirements

Chapter 99 of the City of San Francisco Administrative Code requires the City to consider the feasibility of supplying electricity to new development projects. The SFPUC, as the current electrical service provider, has determined its intent to continue to serve as the electrical service provider. The Developer has engaged a joint trench engineer to design the dry utility distribution system, and will work closely with SFPUC power enterprise staff to design the system, including the location of the required switchgear to transition from the PG&E- provided power near the Project Site to SFPUC power. The City has stated its intent to provide electric service to the Project on terms and conditions generally comparable to, or better than, the electric service otherwise available from PG&E, both in up-front costs and, more critically, in costs to the residents of the Project. Electrical service shall be provided by the City according to the SFPUC's Rules and Regulations Governing Electrical Service, with the electric rates as adopted by the City.

14.3 Proposed Joint Trench

The Developer will be responsible for designing, obtaining design approval of, and constructing a Joint Trench in which all of the dry utilities will be distributed throughout the Project. The proposed Joint Trench is identified schematically on Figure 14.4.

Work necessary to provide the joint trench for dry utilities, for which the Developer will be responsible and which is typically installed within to-be-dedicated public streets and adjacent sidewalk and planting areas, consists of trench excavation and backfill, and installation of conduit, utility vaults and splice boxes for electrical distribution, communication lines, and streetlights, as well as gas mains. Additionally, Developer will install street lights and bases. Where streetlights are required on both sides of streets to provide adequate illumination, the streetlights on the side of the street opposite from the joint trench will be installed as a separate run of conduit.

Electric, power systems and streetlights will be constructed per the applicable SFPUC standards. The utility owner/franchisees (SFPUC, PG&E, AT&T, Comcast and/or other communication companies) have provided the Developer with the option of installing facilities such as transformers, switches and wire, at the Developer's choice. All necessary and properly authorized public utility improvements for which franchisees are authorized by the City shall be designed and installed in the public right-of-way in accordance with permits issued by SFPDW. Joint trenches or utility corridors will be utilized wherever allowed. The location and design of joint trenches or utility corridors in the public right-of-way, documented in the Infrastructure Improvement Plan for each phase of development, must be approved by SFPDW during the subdivision review process, to be coordinated by the City's Infrastructure Task Force. The precise location of the joint trench in the right-of-way will be determined prior to recording the applicable Final Map for each phase of development, and will be identified in the Infrastructure Improvement Plans for that phase. Nothing in this MIP shall be deemed to preclude the Developer from seeking reimbursement for or causing others to obtain consent for the utilization of such joint trench facilities where such reimbursement or consent requirement is otherwise permitted by law.

14.4 Phases for Dry Utility Systems Construction

The Developer will design and install the new joint trench systems in conjunction with and as required to support each successive phase of residential development. The amount of the existing system replaced with each phase of development will be the minimum necessary to serve that phase and ensure that development of the subsequent phase of joint trench does not require destruction of previously installed facilities. Each phase of development will connect to the existing systems as close to the edge of the new phase as possible while maintaining the integrity of the existing system and ensuring that adjacent existing buildings that remain occupied during and after development of that phase retain electrical, gas and communication service both during and after construction of the phase. Maintaining the integrity of the existing system will be the responsibility of the Developer.

Repairs and/or replacement of the existing facilities necessary to serve the new residential development will be designed and constructed by the Developer.

The SFPUC will be responsible for maintenance of existing facilities until replaced by the Developer and will be responsible for the new power facilities once the residential development or new power facility is complete and accepted by the SFPUC.

Impacts to improvements installed with previous phases of development due to the designs of the new phase will be the responsibility of the Developer and addressed prior to approval of the construction drawings for the new phase.

Section 15 Future Infrastructure Documentation Submittal Requirements

Following City approval of this Master Infrastructure Plan ("MIP"), the Developer shall submit the following subsequent infrastructure related design documents to the City for review and approval to ensure that all proposed infrastructure improvements, including public water, wastewater, stormwater management, dry utilities (including SFPUC power) and public right-of-way improvements meet all requirements and standards of the City.

15.1 Phased Development Project Construction Documents

Following approval of the MIP, and in conformance with an approved Tentative Parcel Map, the Developer plans to design and construct a series of phased development projects, each consisting of a residential development on at least one parcel of property, along with the infrastructure required to support that phased development project.

For each phase of development, the Developer shall prepare and submit for City review a set of Street Improvement Plans (i.e. - street and infrastructure plan construction documents (CD's)), comprehensively documenting the infrastructure to be constructed in conjunction with that phase of development. The Street Improvement Plans will be submitted to the City for review at the 30%, 60% and 90% completion stages. A 100% of Street Improvement Plans will be submitted for permit.

15.2 Master Utility Plans (MUPs)

To advance the design of the various infrastructure systems (domestic and fire water, AWSS, combined sewer, stormwater management, dry utilities, and public right-of-way improvements), the Developer shall prepare MUPs that provide the City with adequate information to generally determine the feasibility of the proposed system to serve the full Project upon completion. The electrical utility MUP shall include information required by the SFPUC to adequately review the proposed systems.

These MUPs shall be submitted and approved prior to the 30% Street Improvement plans for the initial phase of development.. The Developer shall submit MUPs for review and approval, as outlined below, that cover site wide infrastructure issues.

15.2.1 Low Pressure WaterSystem Master Plan

The MUP shall include the following, at a minimum:

- Written description and figures showing the proposed water system layout, sizes, materials, depths, and hydrants.
- Flow demands and supporting calculations, including methodology,
- Written description and figures showing all proposed pump stations or non-pipe facilities proposed as part of the project.
- Figures showing all proposed points of connection with existing SFPUC-

owned water infrastructure as appropriate. (City standard connection details to existing infrastructure will be provided with 30% CD's.)

- Figures showing proposed service connections to parcels. (City standard service connection details will be provided with 30% CD's.)
- Written description and figures showing any proposed underground water-related structures in the public ROW.
- Description and figures showing and proposed easements for future public water facilities.
- Updated description and figures showing any revised project phasing.
- A written description and figures demonstrating that a functioning water system will be in place at all times that complies with all City laws, codes and regulations at all phases of development, up to and including full build-out of the Project.
- A written description and figures outlining any proposals for variances to SFPUC standards for water main location within street sections for review and approval on a case-by-case basis (such approval will not be granted as part of the MUP approval).

15.2.2 The Combined Sewer System Master Plan

The MUP shall include the following, at a minimum:

- A written description and figures demonstrating that a functioning wastewater infrastructure system will be in place at all times and complies with all City laws, codes and regulations at all phases of development up to and including full build out of the Project.
- Stormwater Capacity Analysis for entire development including modeling (SWMM or equivalent) to demonstrate that the Project will provide adequate collection system capacity. The Analysis shall include detailed sanitary sewer and stormwater flows based on anticipated building usage and development plan, analyzing the impact of the project on downstream infrastructure (points of connection to the existing public combined sewer system), localized wet weather flooding, and combined sewer system surcharges into streets at full build out. The analysis shall include a detailed description of all assumptions and calculation methods used, including explanation and reference for selected peaking factors.
- A written description and figures outlining any proposals for variances to the SFPUC standards for the combined sewer location within the street section for review and approval of the SFPUC on a case-by-case basis (such approval will not be granted as part of the MUP approval).
- In the event that hydraulic modeling is necessary to confirm that the City system can accommodate flows from the Project, those studies will be conducted by the City as a reimbursable City cost.
- Written description and figures showing the proposed gravity pipe and force main layout, sizes, materials, depths, velocities and slopes.

- Written description and figures showing all proposed pump stations or non-pipe facilities proposed as part of the project.
- Figures showing all proposed points of connection with existing SFPUC-owned sewer infrastructure as appropriate. (City standard connection details to existing infrastructure will be provided with 30% CD's.)
- Figures showing proposed service connections to parcels. (City standard service connection details will be provided with 30% CD's.)
- Written description and figures showing any proposed underground sewer-related structures in the public ROW.
- Description and figures showing any proposed easements for future sewer facilities.
- Updated description and figures showing any revised project phasing.

15.2.3 The Grading and Overland Release Master Plan

The master plan shall include the following:

- Written description and figures generally showing the overland flow path for the 100- year storm, outlet locations, and drainage boundaries.
- A hydrologic/hydraulic modeling analysis to demonstrate overland flow will be managed at full project build out as required in applicable codes and regulations. The analysis shall include all proposed surface improvements in the development phase that could impede overland flow paths in the ROW such as raised intersections, curb less street designs, bulb-outs, etc. If site designs cannot meet the SFPUC requirements for overland drainage release, alternative solutions will be developed with the submittal of the 30% Street Improvement Plans for the initial phase of development.
- A final geotechnical investigation that covers development of the public street rights- of-ways and open spaces for the entire project and demonstrate to the SFPUC that appropriate mitigations measures such as soil and foundation improvements will be constructed by the Developer to minimize differential settlement across the building parcel.
- Updated description and figures showing any revised project phasing.

15.2.4 The Stormwater Master Utility Plan

The MUP shall include the following:

- A modeling analysis (SWMM or equivalent) demonstrating to the SFPUC that the project's stormwater management approach and layout for full build-out as well as all phases prior to full build out of the Project, including stormwater management are adequate to meet the performance quantities and strategies required by the SFPUC stormwater management regulations and the requirements of the

Stormwater Management Requirements.

- Conceptual details showing any proposed stormwater management controls, as appropriate.
- A project wide Maintenance Assessment of the maintenance required for the proposed Stormwater Controls as well as a description of the funding mechanism that will be in place to perform that maintenance.
- Updated description and figures showing any revised project phasing.

15.2.5 The Electrical Master Utility Plan

This master utility plan shall be submitted as described in the SFPUC's Rules & Regulations Governing Electrical Service, Appendix II. The study shall contain the following information:

- Single line diagrams, and a site-wide exhibit showing general routing of distribution cables and key facilities such as switches and switchgear, for an electrical system that is consistent with any approved development plan.
- A phasing plan identifying major development milestones sequencing with estimated time schedules.
- Existing site maps, proposed land use plans, estimated number of proposed units and configuration, gross unit area, projected demand and annual energy load estimates for at least five years.
- (Please refer to the SFPUC's Rules & Regulations Governing Electrical Service found online at <http://sfwater.org/index.aspx?page=172>)
- Typical joint trench configuration
- Written description and figures showing any proposed underground dry utility-related structures in the public ROW.
- Description and figures showing any proposed easements for future dry utility facilities.
- Updated description and figures showing any revised project phasing.

Additionally, this MUP shall include streetlighting:

- Proposed streetlight locations
- Proposed fixture type(s)
- Classification information for each street (or street segment, as applicable)
- Streetlight design criteria/relevant regulations

Infrastructure improvement plans for streetlights must include photometric calculations and specifications.

15.2.6 Phase Specific Hydraulics/Hydrology Plans

Each set of Street Improvement Plans documenting the infrastructure to be built to support a phase of development shall include a development phase Hydraulics and

Hydrology Plan including:

- Updated Development Phase Combined Sewer System Capacity Analysis of sanitary sewer and storm drain flows for the development phase based on anticipated building usage and the development plan. This analysis shall also include an assessment of the impact of the development phase on upstream and downstream infrastructure, localized wet weather flooding, and combined sewer system surcharges into streets. The analysis shall include a detailed description of all assumptions and calculation methods used, including explanation and reference for selected peaking factors.
- Updated Overland Flow analysis for development phase demonstrating that overland flow will be contained in conformance with City standards and Subdivision Code requirements during and after construction of the development phase in question as required in applicable codes and regulations. The analysis shall include all proposed surface improvements in the development phase that could impede overland flow paths in the ROW such as raised intersections, curbless street designs, bulb-outs, etc. The analysis shall also describe any necessary off-site improvements to be constructed by the Developer deemed reasonably necessary to protect publicly- and privately-owned property upstream and downstream. The need or absence of need, for any such off-site improvements shall be demonstrated by the Developer by determining the 100 year overland flows at the Project Site for both existing conditions and for the proposed Development Phase in question. The analysis shall include a detailed description of all assumptions and calculation methods used.
- Updated Stormwater Management Plan for development phase, demonstrating how the development phase in question will comply with federal, state and City laws, codes and regulations in effect as of the date any such application is submitted, including but not limited to the Stormwater Management Ordinance.
- Updated Maintenance Assessment: Each development phase will include, if appropriate, an assessment of the activities required to appropriately maintain the proposed Stormwater Controls. If SFPUC has identified a failure to maintain the Stormwater Controls of previous phases, the SFPUC shall not be required to approve the any subsequent phase applications until such maintenance failure is resolved.

15.3 Street Improvement Plans

Street Improvement Permit applications shall include then following:

- Standard specifications for use with all subsequent improvement phases will be submitted with the first phase of development. Subsequent improvement phases will conform to the approved standard specifications subject to future changes allowed by the DA. Phase specific specifications to supplement the standard specifications will be submitted for review and approval, as needed.

- Proof of conformance with infrastructure requirements outlined in the applicable Tentative Map conditions, City regulations, the MIP, and the phase applications.
- Proof of conformance with mitigations identified in the phase application to alleviate impact of the development project on downstream infrastructure, minimize localized flooding, minimize combined sewer system surcharges, and safely manage overland flow.
- Proof of conformance with the stormwater management requirements applicable to the project at the time of submission including:
 - Preliminary Stormwater Control Plan at conceptual design first construction document (30% construction documents)
 - Final Stormwater Control Plan at detailed design (100% construction documents)
- Proof of conformance with the City's construction site runoff requirements, including a Storm Water Pollution Prevention Plan/Erosion and Sediment Control Plan
- Details of the connection to existing, off-site infrastructure.
- Listing on the plans of how environmental mitigation measures (from the EIR) have been addressed.

EXHIBIT Q
RESERVED

EXHIBIT R

SAN FRANCISCO ADMINISTRATIVE CODE, CHAPTER 56

EXHIBIT S

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

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

AND WHEN RECORDED MAIL TO:

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

ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO DEVELOPMENT AGREEMENT FOR SUNNYDALE DEVELOPMENT CO.

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

RECITALS

Sunnydale Development Co., LLC, a California limited liability company ("**Developer**"), and the City and County of San Francisco, a political subdivision and municipal corporation of the State of California (the "**City**"), acting by and through its Planning Department, the Housing Authority of the City and County of San Francisco, a public body, corporate and politic ("**SFHA**"), entered into that certain Development Agreement dated for reference purposes as of _____, 2016 (the "**Development Agreement**"), with respect to certain real property owned by Assignor, as such property is more particularly described in the Development Agreement (the "**Project Site**"). The Development Agreement was recorded in the Official Records of the City and County of San Francisco on _____ as Document No. _____.

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

The Development Agreement provides that Developer (Assignor) has the right to: (i) Transfer all or a portion of the Project Site, (ii) assign all of its rights, title, interest and obligations under the Development Agreement to a Transferee with respect to the portions of the

Project Site transferred to the Transferee, and (iii) upon the recordation of an approved Assignment and Assumption Agreement, to be released from any prospective liability or obligation under the Development Agreement related to the Transferred Property as set forth in Section 12.3 of the Development Agreement.

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

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

ASSIGNMENT AND ASSUMPTION

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

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

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

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

Reaffirmation of Indemnifications. Assignee hereby consents to and expressly reaffirms any and all indemnifications of the City set forth in the Development Agreement, including without limitation Section 6.13 of the Development Agreement.

Assignee's Covenants. Assignee hereby covenants and agrees that: (a) Assignee shall not challenge the enforceability of any provision or requirement of the Development Agreement, including Costa-Hawkins Act provisions and waivers as applicable; (b) Assignee shall not sue the City in connection with any and all disputes between Assignor and Assignee arising from this Assignment or the Development Agreement, including any failure to complete all or any part of

the Project by any party; and (c) Assignee shall indemnify the City and its officers, agents and employees from, and if requested, shall defend them against any and all Losses resulting directly or indirectly from any dispute between Assignor and Assignee arising from this Assignment or the Development Agreement or from any failure to complete all or and part of the Project by any party, and for any harm resulting from the City's refusal to issue further permits or approvals to a defaulting party under the terms of the Development Agreement.

Restored Obligations. Assignor and Assignee hereby acknowledge and expressly consent to the Restored Obligations requirements set forth in Section 13.1 of the Development Agreement.

[add provision regarding transfer of existing bonds or security, or Assignee's provision of new bonds or security to replace the bonds or security provided by Developer or a predecessor transferee]

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

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

Attn: _____

With a copy to:

Attn: _____

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

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

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

ASSIGNOR:

[insert signature block]

ASSIGNEE:

[insert signature block]

EXHIBIT T

RESERVED

EXHIBIT U
SUBORDINATION AGREEMENT

EXHIBIT V

**FORM OF CITY ACCEPTANCE ORDINANCE FOR DEDICATED
INFRASTRUCTURE IMPROVEMENTS**

EXHIBIT W

**MAINTENANCE AND OPERATIONS OF
PUBLIC INFRASTRUCTURE IMPROVEMENTS**

Sunnydale HOPE SF

Case No. 2010.0305 E GPA PCT PCM DEV GEN SHD

Attachment No. 9

Section 295 Findings



SAN FRANCISCO PLANNING DEPARTMENT

DRAFT Planning Commission Motion No. Sunnydale - Section 295 HEARING DATE: NOVEMBER 17, 2016

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Date: November 11, 2016
Case No.: 2010.0305 E GPA PCT PCM DEV GEN SHD
Project Address: **Sunnydale Hope SF Master Plan Project**
Zoning: RM-1 (Residential – Mixed, Moderate Density)
40-X Height and Bulk Districts
Block/Lot: Assessor's Block/Lots: 6356/ 061, 062, 063 ,064, 065, 066, 067 and 068; 6310/
001; 6311/001; 6312/ 001; 6313/001; 6314/ 001; 6315/001
Project Sponsor: Mercy Housing and Related California
1360 Mission Street, #300
San Francisco, CA 94103
Staff Contact: Mat Snyder – (415) 575-6891
mathew.snyder@sfgov.org

Recommendation: Adopt Findings

ADOPTING FINDINGS THAT THE NET NEW SHADOW FROM THE PROPOSED PROJECT AT THE SUNNYDALE HOPE SF PROJECT SITE WILL NOT HAVE AN ADVERSE IMPACT ON EITHER MCLAREN PARK OR HERZ PLAYGROUND, AS REQUIRED BY PLANNING CODE SECTION 295 (THE SUNLIGHT ORDINANCE).

Under Planning Code Section 295 (also referred to as Proposition K from 1984), an approval for a project exceeding a height of 40 feet cannot be approved if there is any shadow impact on a property under the jurisdiction of the Recreation and Parks Department, unless the Planning Commission, upon recommendation from the General Manager of the Recreation and Parks Department, in consultation with the Recreation and Parks Commission, makes a determination that the shadow impact will not be significant or adverse.

On February 7, 1989, the Recreation and Parks Commission and the Planning Commission adopted criteria establishing absolute cumulative limits ("ACL") for additional shadows on fourteen parks throughout San Francisco (Planning Commission Resolution No. 11595), as set forth in a February 3, 1989 memorandum (the "1989 Memo"). The ACL for each park is expressed as a percentage of the Theoretically Available Annual Sunlight ("TAAS") on the Park (with no adjacent structures present).

In 2008, Mercy Housing, ("Project Sponsor") was selected by the Mayor's Office of Housing and Community Development (hereinafter "MOHCD") (then, the Mayor's Office of Housing) and the San Francisco Housing Authority to work with the local Sunnydale and Velasco and surrounding Visitacion Valley communities to create a Master Plan for the complete redevelopment of the site that would not only include reconstructed Housing Authority units, but additional affordable units along with market rate units, neighborhood serving retail, community service, new parks and open space, and new streets and infrastructure ("The Sunnydale HOPE SF Master Plan Project" or "Project"). As a part of the HOPE SF selection process, the Project Sponsor was also selected to act as the Master Developer for the Project.

HOPE SF is the nation's first large-scale public housing transformation collaborative aimed at disrupting intergenerational poverty, reducing social isolation, and creating vibrant mixed-income communities without mass displacement of current residents. Launched in 2007, HOPE SF is a twenty-year human and real estate capital commitment by the City. HOPE SF, the City's signature anti-poverty and equity initiative, is committed to breaking intergenerational patterns related to the insidious impacts of trauma and poverty, and to creating economic and social opportunities for current public housing residents through deep investment in education, economic mobility, health and safety.

The Sunnydale HOPE SF Master Plan Project ("The Project") is a 50-acre site located in the Visitacion Valley neighborhood and is generally bounded by McLaren Park to the north, Crocker Amazon Park to the west, Hahn Street to the East and Velasco to the south. The San Francisco Housing Authority currently owns and operates 600 units on approximately 50 acres (including streets) site. The site currently consists of 775 affordable units and is owned and operated by the San Francisco Housing Authority.

The Sunnydale HOPE SF Master Plan project ("Project") includes demolishing all existing units, vacating portions of the right of way and building new streets that would better relate to the existing street grid. The Project would transform the six existing super blocks into about 34 new fine-grained blocks. The site is designed with a central "Hub" that would feature a series of parks, open spaces, a community center, space for retail, and other community-serving uses.

At completion, the Project would include up to 1,770 units, including Housing Authority replacement units (775 units), a mix of additional affordable units (a minimum of approximately 200 low-income units), and market rate units (up to 694 units). New buildings within Sunnydale would provide a consistent street wall with "eyes-on-the-street" active ground floor treatment. A variety of building types would be constructed throughout including individual townhomes, small apartment buildings and larger corridor apartment buildings. Approximately 1,437 parking spaces would be provided for the units largely below grade. Approximately 60,000 gross square feet of community serving uses, including retail, would also be constructed.

As the selected Master Developer, the Project Sponsor applied to the Planning Department to enter a Development Agreement with the City under Administrative Code Chapter 56. The Project Sponsor also submitted an application for environmental review. On December 12, 2012, the Department issued a Notice of Preparation of an Environmental Impact Report ("NOP") for the Project. On December 19, 2014, the Department published the Draft Environmental Impact Report / Draft Environmental Impact Statement ("DEIR/DEIS") for the Project and provided public notice in a newspaper of general circulation of the availability of the DEIR/DEIS for public review and comment. As a part of the DEIR/DEIS, a

shadow analysis was prepared pursuant to Planning Department procedures for studying shadow impacts on parks and open spaces subject to Planning Code Section 295. The results of the analysis are described below. The DEIR/DEIS was available for public comment from December 12, 2014 through February 17, 2015. The Planning Commission held a public hearing on January 22, 2015 on the DEIR/DEIS at a regularly scheduled meeting to solicit public comment regarding the DEIR/DEIS.

The Department prepared responses to comments on environmental issues received at the public hearing and in writing during the public review period for the DEIR/DEIS, prepared revisions to the text of the DEIR/DEIS in response to comments received or based on additional information that became available during the public review period. This material was presented in a Response to Comments document, published on June 24, 2015, distributed to the Planning Commission and all parties who commented on the DEIR/DEIS, and made available to others upon request at the Department.

A Final Environmental Impact Report / Final Environmental Impact Statement ("FEIR/FEIS" or "Final EIR/EIS") was prepared by the Department, consisting of the Draft EIR/EIS and the Response to Comments document.

On July 9, 2015, the Planning Commission reviewed and considered the Final EIR/EIS and found that the contents of the report and the procedures through which the Final EIR/EIS was prepared, publicized, and reviewed complied with the California Environmental Quality Act (California Public Resources Code section 21000 et seq.) ("CEQA"), 14 California Code of Regulations sections 15000 et seq. ("CEQA Guidelines"), and Chapter 31 of the San Francisco Administrative Code ("Chapter 31").

The Commission found the Final EIR/EIS was adequate, accurate and objective, reflected the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR/EIS, and approved the Final EIR/EIS for the Project in compliance with CEQA, the CEQA Guidelines and Chapter 31.

The Planning Department, Jonas P. Ionin, is the custodian of records, located in the File for Case No. 2010.0305E, at 1650 Mission Street, Fourth Floor, San Francisco, California.

Department staff prepared a Mitigation Monitoring and Reporting Program ("MMRP") for the Project and these materials were made available to the public and this Commission for this Commission's review, consideration and action.

On September 15, 2016, the Planning Commission adopted Resolution No. 19738 initiating General Plan amendments to further the Project. The initiated amendments would (1) amend Map 4 of the Urban Design Element, "Urban Design Guidelines for the Heights of Buildings", by designating the Sunnydale site within the 40-88 height designation area; and (2) amend Map 03 of the Recreation and Open Space Element, "Existing and Proposed Parks and Open Space", providing indications of the new parks within the site on the map.

On October 24, 2016, the Board of Supervisors initiated Planning Code Text and Map amendments that would create the Sunnydale HOPE SF Special Use District ("SUD") and provisions regarding it. The Map amendments would map the subject site within the SUD and within a 40/65-X Height and Bulk District.

On November 17, 2016, the Planning Commission adopted Motion No. [], adopted CEQA findings pursuant to [].

On November 17, 2016, the Planning Commission adopted Motion No. [] finding that the Project consistent with the General Plan and Planning Code section 101.1.

FINDINGS

Having reviewed the materials identified in the recitals above, and having heard all testimony and arguments, this Commission finds, concludes, and determines as follows:

1. The foregoing recitals are accurate, and constitute findings of this Commission.
2. The project is adjacent to the southern border of Gleneagles Golf Course and Herz Playground.
3. Multiple project buildings will be built over time and different phases would introduce new shade onto park property. Upon completion, new shadow would generally be cast on the southern boundary of the golf course and playground in areas of mature tree cover.
4. *Time of Day and Year of Project Shadow of Gleneagles Golf Course.* Upon project completion, new shadows would occur during the late afternoon and evening all year. The project would cast new shadow on the park all day from November to early February. The Project would cast a shadow throughout the year; there are no days without shadow.
5. *Amount of Project Shadow.* The existing Theoretically Annually Available Sunlight (TAAS) for the Glen Eagles Golf Course is 9,888,098,793 square foot hours (sfh). The existing annual shade onto the park property, not including trees, is 0.0036% of the TAAS. Upon project completion, the proposed project would add 0.5671% of new shadow.
6. *Location of Project Shadow.* This new shadow would be cast in areas of mature tree cover for most of the year. In the late afternoon and evening hours from late fall to early winter, the shadow would extend to fairways, roughs and other areas of play.
7. *Project Shadow Impact on Park.* Under existing conditions, Gleneagles Golf Course receives only a minimal amount of shade (0.0036% of TAAS) throughout the year. The greatest shadow effect would occur during winter when the days are shortest. At this time, the new shadow would extend to areas of play in the late afternoon hours. However, it is unlikely that play would be affected by this new shadow. A summary of the quantitative and qualitative shadow impacts as well as an image of the largest shadow footprint is provided in Attachment A.
8. *Time of Day and Year of Project Shadow on Herz Playground.* Upon project completion, new shadows would occur during the late afternoon and evening from late July to late May. The project would cast new shadow on the park throughout day from mid-October to mid-February. However, as noted above, the new shadow comes from buildings that would be no taller than 40'. The analysis provided below is for informational purposes only.

9. *Amount of Project Shadow.* The existing Theoretically Annually Available Sunlight (TAAS) for the Herz Playground is 986,925,625 square foot hours (sfh). The existing annual shade onto the park property, not including trees, is 4.56% of the TAAS. Most of the existing shadow on Herz is from Coffman Pool and the Herz Clubhouse. Upon project completion, the proposed project would add 1.07% of new shadow.
10. *Location of Project Shadow.* This new shadow would be cast in areas of mature tree cover for most of the year; the shadow would also extend to the basketball court.
11. *Project Shadow Impact on Park.* Under existing conditions, Herz Playground receives only a minimal amount of shade (4.56% of TAAS) throughout the year. The new shadow would extend to a basketball court in the afternoon hours. However, due to the expanse of sun throughout the park and the location of another basketball court that will not be shadowed by this new project; it is unlikely that play would be affected by this new shadow. A summary of the quantitative and qualitative shadow impacts as well as an image of the largest shadow footprint is provided in Attachment B.
12. There are no past, present, or reasonably foreseeable future projects in the vicinity of the project site that would cast substantial cumulative shadow on Gleneagles Golf Course within McLaren Park or Herz Playground.

DECISION

That based upon the Record, the submissions by the Project Sponsor, the staff of the Planning Department, the recommendation of the General Manager of the Recreation and Parks Department, in consultation with the Recreation and Parks Commission, and other interested parties, the oral testimony presented to the Planning Commission at the public hearing, and all other written materials submitted by all parties, the Planning Commission hereby DETERMINES, under Shadow Analysis Application No. 2010.0350SHD, that the net new shadow cast by the Project on McLaren Park (Gleneagles Golf Course and Herz Playground) will not be adverse to their use

The Planning Commission hereby FURTHER DETERMINES that any Design Review application, or Building Permit application for a building or structure that completely falls within the building envelopes studied under the Shadow Analysis described here is, by extension, found not to be adverse and, therefore, Project Sponsor shall not be required to submit separate shadow applications and analysis under Planning Code Section 295.

I hereby certify that the foregoing Motion was ADOPTED by the Planning Commission at its regular meeting on November 17, 2016.

Jonas P. Ionin
Commission Secretary

AYES:

DRAFT Resolution No.
Hearing Date: November 17, 2016

Case No 2010. E GPA PCT PCM DEV GEN SHD
Sunnydale HOPE SF Master Plan Project
Adoption of Shadow Findings

NAYES:

ABSENT:

ADOPTED:



memorandum

date October 16, 2014

to Kansai Uchida, San Francisco Planning Department

from Jonathan Carey, ESA

subject Sunnydale-Velasco HOPE-SF Master Plan project -- Project-Specific CEQA and Section 295
Shadow Analysis (Case Numbers 2010.0305E and 2010.0305K)

This memorandum describes the proposed Sunnydale-Velasco HOPE-SF Master Plan project's (proposed project's) shadow impacts on public open spaces in the vicinity of the project site. The memo describes existing publicly accessible open spaces that would be affected by the project, the regulatory setting, and existing shadow conditions. The shadow impacts of the project, as well as shadow impacts of the project when combined with other reasonably foreseeable cumulative development, are analyzed.

Proposed Project

The proposed project would involve demolition of the existing buildings, including 785 family and senior dwelling units, at the Sunnydale and Velasco public housing complexes in the Visitacion Valley neighborhood, and construction of replacement and new housing, new infrastructure, open space and community amenities. Highlights of the plan include:

- Up to 1,700 units of housing, including public housing replacement units, affordable rental units and market rate and affordable for-sale units;
- Approximately 72,500 square feet of community service, recreational and educational facilities;
- 11.5 acres of new parks and open spaces, including a community garden, a farmer's market pavilion and secure outdoor courtyards within residential buildings;
- 12.2 acres of a new and reconfigured street network potentially including "green" features including bioswales and landscaping; and
- Up to 16,200 square feet of neighborhood-serving retail.

The new buildings would be between 40 and 60 feet tall. The project site location is shown in **Figure 1**, and a project site plan with proposed buildings and heights and existing open spaces is shown in **Figure 2**.

Regulatory Setting

Sunlight Ordinance / Planning Code Section 295

Section 295 of the Planning Code, the Sunlight Ordinance, generally prohibits the issuance of building permits for structures or additions to structures greater than 40 feet in height that would create new shadow on property under the jurisdiction of or designated to be acquired by the Recreation and Park Commission, during the period from one hour after sunrise to one hour before sunset. Section 295(b) states that the Planning Commission, following a public hearing, “shall disapprove” any project governed by this section that would have an “adverse effect on the use of the property” due to shading of a park subject to Section 295, “unless it is determined that the impact would be insignificant.” The Planning Commission’s decision under Section 295 cannot be made “until the general manager of the Recreation and Park Department in consultation with the Recreation and Park Commission has had an opportunity to review and comment to the City Planning Commission upon the proposed project.” Under the criteria adopted by the Planning and Recreation and Park Commissions in 1989, 14 downtown parks were assigned Absolute Cumulative Limits, which represent the maximum percentage of new shadow, expressed as a percentage of Theoretical Annual Available Sunlight,¹ allowable beyond existing conditions. For projects that would affect parks for which a quantitative limit was established, shadow impacts have typically been judged less than significant if the project would not exceed the Absolute Cumulative Limit.

The 1989 criteria set forth different recommendations for parks greater than 2 acres, which are considered larger parks. For larger parks that are shadowed less than 20 percent of the time during the year, an additional 1.0 percent of shadow is recommended as permitted if the specific shadow meets the additional qualitative criteria. Qualitatively, shadow impacts are evaluated based on (1) existing shadow profiles, (2) important times of day (relative to park use), (3) important seasons in the year, (4) location of the new shadow, (5) size and duration of new shadows, and (6) public good served by buildings casting a new shadow.

CEQA

A project that adds new shadow to sidewalks or a public open space, or exceeds the Absolute Cumulative Limit on a Section 295 park does not necessarily result in a significant impact under CEQA: the City’s significance criteria used in CEQA review asks whether a project would “affect, in an adverse manner, the use of any park or open space under the jurisdiction of the Recreation and Park Department” or “substantially affect the usability of other existing publicly accessible open space or outdoor recreation facilities or other public areas.” Thus, a significant impact under CEQA requires that an adverse physical change occur as a result of the new shadow.

¹ The theoretical annual available sunlight is the amount of sunlight, measured in square-foot-hours, that would fall on a given park during the hours covered by Section 295. It is computed by multiplying the area of the park by 3,721.4, which is the number of hours in the year subject to Section 295. Thus, this quantity is not affected by shadow cast by existing buildings, but instead represents the amount of sunlight that would be available with no buildings in place. Theoretical annual available sunlight calculations for each downtown park were used by the Planning and Recreation and Park Commissions in establishing the allowable Absolute Cumulative Limit for downtown parks in 1989.

Environmental Setting

This section describes existing, planned, and approved public open spaces in the project site vicinity that would be affected by the proposed project. Public open spaces are classified into one of three categories: parks subject to Section 295; other open spaces under public jurisdiction; and Privately Owned, Publicly Accessible Open Spaces (POPOS).

Parks Subject to Section 295

Concerning parks subject to Section 295 in the vicinity, the proposed project would cast new shadow only on McLaren Park, which is located directly north of the project site. McLaren Park is a 317-acre park with varied topography and expansive views of the City in several directions. The park includes recreational amenities surrounding three primary areas—Herz Playground, the Tennis Complex, and the Louis Sutter Playground—as well as Gleneagles Golf Course:

- Herz Playground is directly north of the Sunnydale-Velasco project site, at the corner of Visitacion Avenue and Hahn Street. It includes the indoor Coffman Pool, two full-size basketball courts, a soccer field, a baseball diamond, and a large play area.
- The Gleneagles Golf Course is located directly north of the project site.
- The Tennis Complex is located on the crest of the park, at Mansell Street and Visitacion Avenue, about half a mile northeast of, and upslope from, the project site. The complex includes six tennis courts. The project would not shade the complex; as such, it is not discussed further in this document.
- Louis Sutter Playground is about 0.65 miles north of the project site, and is also upslope from the project site. It provides a community clubhouse, two baseball diamonds, two tennis courts, a basketball court, two play areas, a junior soccer field, and picnic tables. Lake McNab is a decorative water feature at this location. The project would not shade the playground; as such, it is not discussed further in this document.

McLaren Park also provides a network of 7 miles of paved and unpaved trails for hiking, biking, and jogging; an additional two half-size basketball courts; an irrigation reservoir; the Jerry Garcia Greek-style amphitheater, an 80-foot-tall Art-Deco water tower, and 75 additional picnic tables for group picnics. The park's panoramic vista point spans views southward to San Bruno Mountain and northward to downtown.

McLaren Park would be considered a “larger park” under the 1989 criteria established for analysis of shadow impacts to parks. Given that the proposed project's buildings in proximity to the park would be, at most, 50 feet in height, the project would not cast net new shadow that would exceed the additional 1.0% of shadow threshold for larger parks. Therefore, to better describe the project's shadow effects on McLaren Park, this analysis is limited to the proposed project's shadow effects on Herz Playground and Gleneagles Golf Course. The project would not cast shadow on park elements farther to the north. The project's shadow effects on portions of the park to the west of the project site are discussed qualitatively.

Gleneagles Golf Course

Gleneagles Golf Course is 2,657,091 square feet, and it has 9,888,098,793 square foot hours of Theoretically Available Annual Sunlight ("TAAS"), which is the amount of sunlight theoretically available on the open space, annually, during the hours subject to Section 295, if there were no shadows from existing or proposed buildings, structures, or vegetation. Under existing conditions, the golf course is sunny during throughout the day throughout the year, with only minimal shade from structures or topography² present in the early morning hours, within the first 15 minutes after Sunrise +1 hour (the first Section 295 minute) from about mid-March to early September. Starting in mid-September, shade is present in the final 15 minutes before Sunrise -1 hour (the last Section 295 minute), and shade in the morning is no longer present. The afternoon and early evening shade increases in duration and extent approaching the winter solstice, when it reaches maximum extent at 10,151 square feet at Sunset -1 hour. The existing shadow on the golf course comprises 356,336 square foot hours annually, or 0.0036 percent (36 thousandths of 1 percent) of TAAS.

Herz Playground

Herz Playground is 265,203 square feet and it has 986,925,625 square foot hours of TAAS. Under existing conditions, the playground is primarily sunny throughout the day throughout the year. It is partially shaded by the Coffman Pool house and the restroom building, particularly in the morning hours until about 11:00 a.m. all year, when this shadow is cast southwestward and then westward as the morning progresses. This shadow decreases in extent throughout the day, and in the afternoon and evening this shadow is cast eastward, toward Hahn Street and Visitacion Avenue. Existing shadow is at its maximum extent at 54,892 square feet on June 14th / June 28th at Sunrise +1 hour. The existing shadow on the playground comprises 44,985,889 square foot hours annually, or 4.56 percent of TAAS.³

Other Open Spaces

There only other public open space under public jurisdiction is the play area of the San Francisco Unified School District's John McLaren Early Education Center (Center). The Center is located directly west of the project site, on the south side of Sunnydale Avenue. The facility includes play areas with lawn, foursquare courts, a baseball diamond, and playground. The Center is at a slightly higher elevation than the project site.

The existing Sunnydale development includes public open spaces between the existing buildings. These areas are under the jurisdiction of the San Francisco Housing Authority. Three of the areas include active recreational uses – playgrounds or a basketball court. The proposed project would involve demolition of all buildings and structures on the project site, site re-grading, and street realignment. The existing open spaces on the site would be removed. Therefore, these areas are not further discussed in this document.

² Vegetation, including mature trees, is not considered in the shadow analysis because it changes over time naturally.

³ These structures do not need approval under Section 295 to be constructed, but shadows cast by such structures onto the park where they are located are included in the calculation of existing shadow.

The project would provide approximately 5.4 acres of new parks, one acre of linear open space, and five acres of courtyards/common open space for a total of 11.4 acres of usable open space.⁴ The new public open spaces would be as shown in **Figure 3**.

Project-Level Shadow

Methodology

A project-specific shadow study was performed using a detailed 3-D model of the proposed project, shown in **Figure 2**. The proposed project would consist replacing the 97 two-story buildings with 34 new two- to five-story structures containing a mix of building types, including townhouses/rowhomes (attached, multistory, single-family homes), stacked flats (one-story apartments arranged one over the other), podium buildings (buildings with a parking garage at grade and residences or other uses above), corridor buildings (apartment buildings with units accessed from a central corridor), mixed-use buildings (with retail or public uses on the ground floor with senior housing above), and community-serving space (including a separate two-story community center). The height of the new buildings would range from 40 to 60 feet above ground level, with 18 buildings at 40 feet or less in height, 15 buildings at 50 feet in height, and one building at 60 feet in height. Buildings 40 and 50 feet in height would be located in proximity to the golf course and playground. Given that the design of individual buildings is not finalized, larger building footprints were used for the shadow study than those shown in **Figure 3**. Buildings were analyzed to their anticipated rooflines, without mechanical spaces.

To evaluate the year-round impact from the proposed project on Gleneagles Golf Course and Herz Playground, a quantitative analysis of sunlight and shade was conducted for net new shadow using the 3-D project model as described above. Consistent with the approach used by the Planning Department for Section 295 compliance, the analysis consisted of calculating the amount of shadow coverage resulting from existing buildings at 15-minute intervals on one day per week, for six months of the year. The shadow coverage at the 15-minute intervals was averaged to calculate hourly shadow coverage (in shadow-foot-hours),⁵ and the hourly figures for each day were added and resulting numbers extrapolated to weekly figures through averaging with the preceding week's total. Because the sun's path from January through June essentially mirrors its path from July through December, the six months' shadow-foot-hour totals were doubled to return a yearly figure.⁶

Figure 4 through **Figure 39** graphically represent the project-specific shadow analysis for the proposed project for every hour for June 21st and December 21st (the summer and winter solstices, respectively), and for September 20th, the fall equinox. (Conditions for March 22nd, the spring equinox, are the same as those on September 20th and are therefore not separately shown.) The analysis also provides qualitative depictions of new shadow on new public open spaces that would be built as part of the proposed project.

⁴ Van Meter Williams Pollack, *Sunnydale HOPE SF: Design for Development* DRAFT, May 24, 2011.

⁵ A shadow-foot-hour is measured as one hour of shade on one square foot of ground.

⁶ This is the same methodology used by the Planning Department to calculate shadow and establish the Section 295 (Proposition K) baseline shadow coverage for other San Francisco parks.

Project-Level Impacts to Existing Section 295 Parks

Table 1 shows the square footage, existing shadow load, net new shadow, and total shadow (post-project) of both the golf course and the playground. To assess the intensity of use when net new shadows would be present, the McLaren Park features were visited during the times of day and year when net new shadow would be present (afternoon / early evening during the late fall / early winter months).⁷

TABLE 1: NET NEW PROJECT SHADOW IN SQUARE FOOT HOURS

McLaren Park Feature	Size (square feet)	TAAS	Existing Shadow	Net New Project Shadow	Total Shadow
Gleneagles Golf Course	2,657,091	9,888,098,793	356,336	56,075,618	56,431,954
Herz Playground	265,203	986,925,625	44,985,889	9,948,753	54,934,642

Source: CADP, 2014.

Gleneagles Golf Course

The proposed project's 40- and 50-foot buildings along the northern boundary of the project site would add 56,075,618 square foot hours of shadow to Gleneagles Golf Course, which would be a 0.5671 percent increase in shadow as a percentage of TAAS, to 0.5707 percent. This limited new shadow would fall on the open space every day of the year. In the late spring and early summer months, it would be an incremental increase, from about 2:45 p.m. onward throughout the afternoon and evening. Net new shadow would increase in extent and duration in the fall and spring months. At the spring and fall equinoxes, new shadow would fall on the golf course from about 10:45 a.m. onward throughout the day, with the greatest geographic extent at Sunset -1 hour. Shadow would continue to increase in duration and extent into the late fall and early winter months. From November through early February, the new project would cast some shadow on the golf course for the entire day, and it would increase in geographic extent from Sunrise +1 hour to Sunset -1 hour.

The "worst-case day," with the maximum net new shadow in terms of shadow-foot-hours, would occur on the winter solstice, December 21st. The proposed project would cast new shadow on the golf course for the entire day, and new shadow extent would increase throughout the day. The new shadow load on the golf course would be 358,761 square foot hours, and the net new shadow area at its maximum would be 161,496 square feet at Sunset -1 hour, as opposed to 10,151 square feet under existing conditions at this date and time.

Net new shadow would be cast onto the areas at the southern boundary of the golf course, which abuts the project site and is populated by mature trees that cast abundant shade under existing conditions.⁸ During all times of year, most of the net new shadow cast by the project buildings would be subsumed within this existing shade, although some park features would be newly shaded. Only in the late afternoon and evening hours during the late fall and early winter months would net new shadow extend into the fairways, rough, or other areas of play. Based on observations of the golf course, the open space

⁷ Environmental Science Associates visited the golf course and playground on Friday, March 21, 2014, at approximately 4:00 p.m. The sky was clear.

⁸ As noted, shade from trees is not considered in the quantification of shadow effects.

is regularly used at this time of day.⁹ It can be assumed that the open space would be as-heavily, or more heavily, used during weekends.

Herz Playground

The proposed project would add 9,948,753 square foot hours of shadow to the playground, which would be a 1.07 percent increase in shadow as a percentage of TAAS, to 5.63 percent. New shadow would fall on the open space for most of the year, from late July until late May. In the late spring and early summer months, it would be an incremental increase, starting in the late afternoon hours, and accounting for less than 1,000 square feet of net new square foot hours daily. Shadow duration would increase in the late summer and mid-spring months. Also, the geographic extent would increase as the day progresses. At the spring and fall equinoxes, net new shadow would be cast from about 11:30 a.m. onward through the end of the day, totaling about 20,000 square foot hours daily. Shadow would continue to increase in geographic extent and duration into the fall and mid-winter months and spring and mid-fall, when some net new shadow would be cast all day onto the playground, totaling about 47,000 square foot hours daily.

On the winter solstice, net new shadow would be cast all day onto the playground. This would be the “worst-case day,” with the maximum net new shadow in terms of shadow-foot-hours. The new shadow load on the playground would be 72,536 square foot hours, and the net new shadow area at its maximum would be 40,368 square feet at Sunset -1 hour.

Net new shadow would be cast onto the areas at the southern boundary of the playground, which abuts the project site.¹⁰ This area includes a newly resurfaced basketball court (formerly a tennis court) and is populated by mature trees that cast abundant shade under existing conditions. During all times of year, most of the net new shadow cast by the project buildings would be subsumed within this existing shade, although some park features would be newly shaded.

Based on observations of the playground at approximately 4:30 p.m., the open space is generally moderately used in the late afternoon hours, when the project would cast new shadow.¹¹ The heaviest observed use at this hour was at the basketball court near the southwestern edge of the playground, adjacent to the project site, where approximately 10 children and teenagers played informally. The additional shadow would be of a limited duration (approximately 1 hour in the late fall and early winter months), which would not substantially affect the use of the basketball court, which is an active recreational facility where the additional shade would not preclude play or make it uncomfortable. Moreover, an additional basketball court is located in the northern portion of the playground, along Visitacion Avenue, and this court would be unaffected by the 1 hour of additional shade in the late fall and early winter months. The use of Herz Playground would not be substantially affected by the 1 hour of additional shade

⁹ Jonathan Carey of Environmental Science Associates visited the golf course and playground on Friday, March 21, 2014, at approximately 4:00 p.m. The sky was clear.

¹⁰ As noted, shade from trees is not considered in the quantification of shadow effects.

¹¹ Jonathan Carey of Environmental Science Associates visited the golf course and playground on Friday, March 21, 2014, at approximately 4:00 p.m. The sky was clear.

Analysis of Project Shadow on Other Open Spaces under Public Jurisdiction

This section discusses effects on open spaces not subject to Planning Code Section 295.

The proposed project buildings would cast shadow on the surrounding neighborhood, as well as upon the project site itself.

Surrounding Neighborhood

In the late fall and early winter months, the new buildings at the west end of the project site would cast shadow onto some of the outdoor areas of San Francisco Unified School District's John McLaren Early Education Center in the morning hours, until about 11:00 a.m. From about 3:00 onward, the new buildings would cast shadow eastward, onto and across Hahn Street, shading sidewalks.

During the late winter / early spring months, as well as the late summer / early fall months, some net new shadow would be cast on the John McLaren Early Education Center in the morning hours, until about 10:00 a.m., although it would be of less geographic extent than shade cast during the late fall and early winter months. Beginning around 4:00 p.m., net new shadow would be cast across Hahn Street sidewalks.

During the summer months, the new 40- and 50-foot buildings along the southern edge of the project site would cast early morning shadow southwestward along the north side of Parque Drive, as well as across the sidewalks of Velasco Avenue. (Shadow would not be cast southward toward Parque Drive and Velasco Street at other times of the year because the sun appears to the north only around the summer solstice.) This new shadow would be gone by 9:00 a.m. From about 5:00 p.m. onward, the project would cast shadow across Hahn Street sidewalks.

The net new shadow would be of limited duration and extent, primarily confined to either the morning or evening hours.

Project Site

The proposed project would also cast net new shadow on the areas within the existing Sunnydale and Velasco housing developments that compose the project site. The project would entail demolition of all on-site structures and open spaces, grading, and realignment of streets. Therefore, although net new shadow would be present, it would not be cast upon any existing recreational resources or outdoor open spaces on the project site as these features would be removed by the project.

Generally, the new shadow would be typical of that found in other neighborhoods of San Francisco, and urban areas overall, with 3- and 4-story buildings. Shadows would be more prevalent during late fall and early winter months, and less prevalent in the late spring and early summer months. The new open spaces that would be built as part of the project and shown in Figure 3—including the Mid-Terrace Park along Center Street and the Neighborhood Green at the intersection of Sunnydale Avenue and Santos Street—would be primarily unshaded during the day, although they would be shaded during the morning and late afternoon / evening hours. The project would not be considered to decrease the TAAS of these facilities because they would be constructed in tandem with the surrounding development.

Cumulative Shadow

There are no past, present, or reasonably foreseeable future projects in the vicinity of the project site that could combine with the project to create substantial cumulative shadow effects on Section 295 Parks (Herz Playground and Gleneagles Golf Course within McLaren Park). The only reasonably foreseeable future project in proximity to these facilities is the proposed bike skills park, which would be located on the north side of Sunnydale Avenue, approximately 300 feet west of the project site. Although no formal application has been received by the San Francisco Planning Department, it is envisioned that the bike skills park would feature beginner- to advanced-level bike features such as flowing trails, berms, progressive table top jumps, dirt jumps, wooden ladders, wall rides, and a pump track.

The bike skills park project, however, would not include large new structures or buildings that could cast shadow on the golf course. Moreover, shadow cast by the proposed project would not reach the bike skills park.

No cumulative projects would combine with the proposed project to cast shadow on public open spaces proposed as part of the project.

Proposed Project-Related Public Good

This analysis is not required under CEQA and is being provided pursuant to Planning Code Section 295 requirements. As stated above, for larger parks that are shadowed less than 20 percent of the time during the year, an additional 1.0 percent of shadow is recommended as permitted if the specific shadow meets the additional qualitative criteria, including the public good served by buildings casting a new shadow. The proposed project would not cast an additional 1.0 percent of shadow on the larger McLaren Park. The public good of the project, however, is described below.

Existing Conditions

San Francisco consistently ranks as one of the most expensive housing markets in the United States. New housing to relieve the market pressure created by the strong demand is particularly difficult to provide in San Francisco because the amount of land available is limited, and because land and development costs are high.

Moreover, the existing housing stock at the Sunnydale-Velasco complexes is substantially deteriorated and does not comply with current building standards. In 2008, the rate of code violations for housing and habitability at Sunnydale was 10.5 per 1,000 people, which is far higher than the rate found in surrounding Visitacion Valley.^{12,13} Site infrastructure is deficient. A 2012 review by a licensed engineer determined that the housing development requires a major redesign, reconstruction or redevelopment to

¹² San Francisco Department of Public Health (SFDPH), *Baseline Conditions Assessment of HOPE SF Redevelopment: Sunnydale, Public Review Draft*, Program on Health, Equity, and Sustainability, revised September 2010. This document is available for review at the Planning Department, 1650 Mission Street, Suite 400, in Case File No. 2010.0305E.

¹³ SFHA, *Ibid.*, 2008.

correct serious deficiencies, deferred maintenance, physical deterioration or obsolescence of major systems.^{14,15}

Sunnydale-Velasco is removed from the city and the rest of Visitacion Valley by topography, the unusual street pattern, and by its barracks-like building design and layout. According to analyses prepared by the San Francisco Department of Public Health, Sunnydale residents experience isolation and segregation from surrounding neighborhoods. Although there are some access points into the housing complex, the borders surrounding the complex are impermeable.

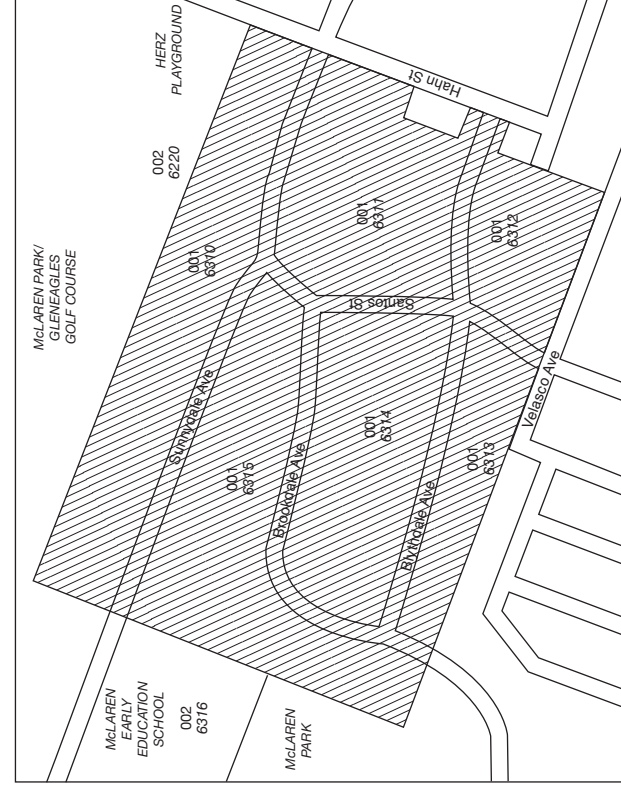
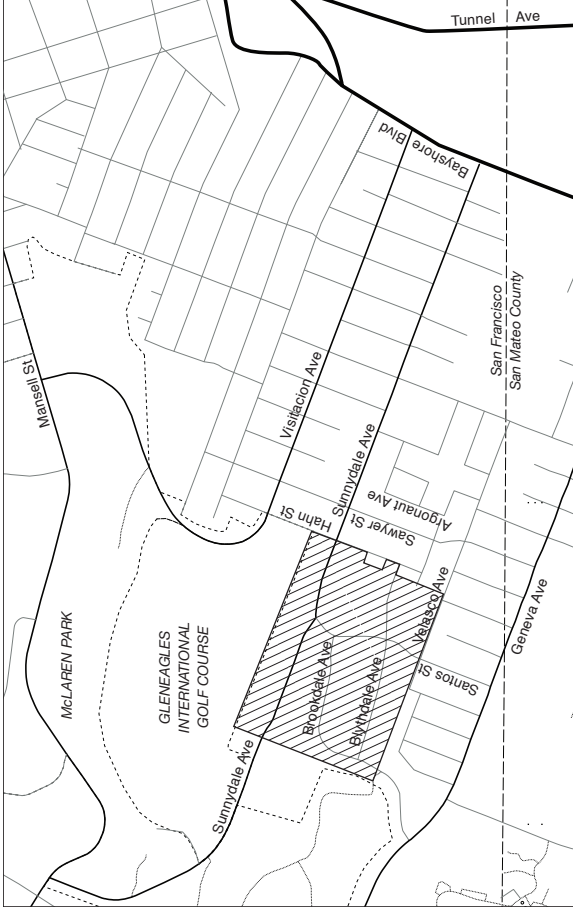
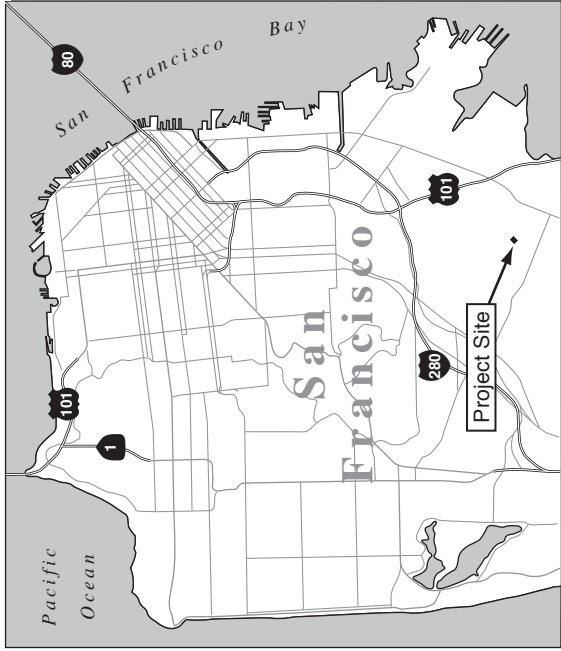
Project Purpose and Public Good


The project sponsor has identified the following project purpose and objectives, which speak to the project's public good:

- Create a racially, socially, and economically integrated neighborhood with new high-quality public housing units, affordable rental apartments, and market-rate for-sale homes;
- Ensure no loss of public housing units;
- Develop a financially feasible project;
- Establish physical and social connections between the Sunnydale-Velasco housing developments, the larger Visitacion Valley neighborhood, and the larger city;
- Provide economic opportunities for residents;
- Provide community facilities, including space for on-site services and programs;
- Create a comprehensive services plan to address gaps in services and facilitate access to existing programs and resources;
- Build new safe streets and open spaces;
- Create an environmentally sustainable and accessible community with access to healthy food and gardens;
- Develop different building types at a density to make the project economically viable;
- Build community-serving retail stores; and
- Incorporate green and healthy development principles that include green construction and healthy buildings, a walkable neighborhood, stormwater management, and solar technology.

¹⁴ KPFF Consulting Engineers, Letter to Ms. Ramie Dare RE: Sunnydale Redevelopment: Existing Infrastructure Deficiencies, April 23, 2012. This document is available for review at the Planning Department, 1650 Mission Street, Suite 400, in Case File No. 2010.0305E.

¹⁵ HUD, Choice Neighborhoods – Certification of Severe Physical Distress, OMB Approval No. 2577-0269, HUD Form 53232, Sunnydale-Velasco, April 18, 2012. This document is available for review at the Planning Department, 1650 Mission Street, Suite 400, in Case File No. 2010.0305E.



-  Project Site
- 001 Lot Number
- 6310 Assessor's Block



SOURCE: ESA



SOURCE: ESA

2010.0305E: Sunnydale-Velasco HOPE SF Redevelopment Project . 210039
Figure 2
 Proposed Project Site Plan and Shadow Key Map



Open Space Key Plan (figure 6.1)

KEY

- | | |
|--|---|
| 1 Herz Playground and Coffman Pool (Existing) | 8 Sunnydale Linear Park |
| 2 Gateway Plaza and Recreation/Community Center | 9 Mid-Terrace Park |
| 3 Plaza and Stage | 9A Central Greenway Alternative |
| 4 Neighborhood Green and Orchard | 10 Overlook Park |
| 5 Community Pavilion | 11 McLaren Park (Existing) |
| 6 Community Garden | 12 Gateways to McLaren Park |
| 7 Gleneagles Golf Course (Existing) | 13 Pedestrian Connection to Carrizal |
| | 14 Golfcourse Edge Pocket Parks |



Existing Shadow Project Shadow

SOURCE: CADP

2010.0305E: Sunnydale-Velasco HOPE SF Redevelopment Project : 210039

Figure 4

December 20th (Winter Solstice) –

Sunrise plus 1 hour (8:19 a.m.)

NOTE: This represents the worst-case day with the maximum net new shadow in terms of shadow-foot-hours.



Existing Shadow Project Shadow

SOURCE: CADP

NOTE: This represents the worst-case day with the maximum net new shadow in terms of shadow-foot-hours.

2010.0305E: Sunnydale-Velasco HOPE SF Redevelopment Project . 210039

Figure 5
December 20th (Winter Solstice) – 9:00 a.m.



Existing Shadow Project Shadow

SOURCE: CADP

NOTE: This represents the worst-case day with the maximum net new shadow in terms of shadow-foot-hours.

2010.0305E: Sunnydale-Velasco HOPE SF Redevelopment Project . 210039

Figure 6

December 20th (Winter Solstice) – 10:00 a.m.



Existing Shadow Project Shadow

SOURCE: CADP

2010.0305E: Sunnydale-Velasco HOPE SF Redevelopment Project . 210039

Figure 7

December 20th (Winter Solstice) – 11:00 a.m.

NOTE: This represents the worst-case day with the maximum net new shadow in terms of shadow-foot-hours.



Existing Shadow Project Shadow

SOURCE: CADP

2010.0305E: Sunnydale-Velasco HOPE SF Redevelopment Project . 210039

Figure 8

December 20th (Winter Solstice) – Noon

NOTE: This represents the worst-case day with the maximum net new shadow in terms of shadow-foot-hours.



Existing Shadow Project Shadow

SOURCE: CADP

2010.0305E: Sunnydale-Velasco HOPE SF Redevelopment Project . 210039

Figure 9

December 20th (Winter Solstice) - 1:00 p.m.

NOTE: This represents the worst-case day with the maximum net new shadow in terms of shadow-foot-hours.



Existing Shadow Project Shadow

SOURCE: CADP

2010.0305E: Sunnydale-Velasco HOPE SF Redevelopment Project . 210039

Figure 10

December 20th (Winter Solstice) – 2:00 p.m.

NOTE: This represents the worst-case day with the maximum net new shadow in terms of shadow-foot-hours.



Existing Shadow Project Shadow

SOURCE: CADP

NOTE: This represents the worst-case day with the maximum net new shadow in terms of shadow-foot-hours.

2010.0305E: Sunnydale-Velasco HOPE SF Redevelopment Project . 210039

Figure 11

December 20th (Winter Solstice) – 3:00 p.m.



SOURCE: CADP

2010.0305E: Sunnydale-Velasco HOPE SF Redevelopment Project . 210039

Figure 12
December 20th (Winter Solstice) –
Sunset minus 1 hour (3:54 p.m.)

NOTE: This represents the worst-case day with the maximum net new shadow in terms of shadow-foot-hours.



Existing Shadow
 Project Shadow

SOURCE: CADP

2010.0305E: Sunnydale-Velasco HOPE SF Redevelopment Project . 210039

Figure 13
 June 21st (Summer Solstice) –
 Sunrise plus 1 hour (6:46 a.m.)



Existing Shadow Project Shadow

2010.0305E: Sunnydale-Velasco HOPE SF Redevelopment Project . 210039

Figure 14
June 21st (Summer Solstice) – 7:00 a.m.

SOURCE: CADP



Existing Shadow Project Shadow

SOURCE: CADP

2010.0305E: Sunnydale-Velasco HOPE SF Redevelopment Project . 210039
Figure 15
June 21st (Summer Solstice) – 8:00 a.m.



Existing Shadow Project Shadow

SOURCE: CADP

2010.0305E: Sunnydale-Velasco HOPE SF Redevelopment Project . 210039

Figure 16

June 21st (Summer Solstice) – 9:00 a.m.



Existing Shadow Project Shadow

SOURCE: CADP

2010.0305E: Sunnydale-Velasco HOPE SF Redevelopment Project . 210039

Figure 17

June 21st (Summer Solstice) – 10:00 a.m.



Existing Shadow Project Shadow

SOURCE: CADP

2010.0305E: Sunnydale-Velasco HOPE SF Redevelopment Project . 210039

Figure 18
June 21st (Summer Solstice) – 11:00 a.m.





Existing Shadow Project Shadow

SOURCE: CADP

2010.0305E: Sunnydale-Velasco HOPE SF Redevelopment Project . 210039

Figure 20
June 21st (Summer Solstice) – 1:00 p.m.





Existing Shadow Project Shadow

SOURCE: CADP

2010.0305E: Sunnydale-Velasco HOPE SF Redevelopment Project . 210039

Figure 22
June 21st (Summer Solstice) – 3:00 p.m.



Existing Shadow Project Shadow

SOURCE: CADP

2010.0305E: Sunnydale-Velasco HOPE SF Redevelopment Project . 210039

Figure 23
June 21st (Summer Solstice) – 4:00 p.m.



2010.0305E: Sunnydale-Velasco HOPE SF Redevelopment Project . 210039
SOURCE: CADP
Figure 24
June 21st (Summer Solstice) – 5:00 p.m.



Existing Shadow Project Shadow

SOURCE: CADP

2010.0305E: Sunnydale-Velasco HOPE SF Redevelopment Project . 210039

Figure 25
June 21st (Summer Solstice) – 6:00 p.m.



Existing Shadow Project Shadow

SOURCE: CADP

2010.0305E: Sunnydale-Velasco HOPE SF Redevelopment Project . 210039
Figure 26
June 21st (Summer Solstice) – 7:00 p.m.



SOURCE: CADP

2010.0305E: Sunnydale-Velasco HOPE SF Redevelopment Project . 210039
Figure 27
 June 21st (Summer Solstice) –
 Sunset minus 1 hour (7:36 p.m.)



Existing Shadow Project Shadow

SOURCE: CADP

2010.0305E: Sunnydale-Velasco HOPE SF Redevelopment Project . 210039

Figure 28
September 20th – Sunrise plus 1 hour (7:57 a.m.)



Existing Shadow Project Shadow

SOURCE: CADP

2010.0305E: Sunnydale-Velasco HOPE SF Redevelopment Project . 210039
Figure 29
September 20th – 9 a.m.



Existing Shadow Project Shadow

SOURCE: CADP

2010.0305E: Sunnydale-Velasco HOPE SF Redevelopment Project . 210039

Figure 30
September 20th – 10 a.m.



Existing Shadow Project Shadow

SOURCE: CADP

2010.0305E: Sunnydale-Velasco HOPE SF Redevelopment Project . 210039

Figure 31
September 20th – 11 a.m.



Existing Shadow Project Shadow

2010.0305E: Sunnydale-Velasco HOPE SF Redevelopment Project . 210039

Figure 32

September 20th - Noon

SOURCE: CADP



Existing Shadow Project Shadow



SOURCE: CADP

2010.0305E: Sunnydale-Velasco HOPE SF Redevelopment Project . 210039
Figure 34
September 20th – 2:00 p.m.



Existing Shadow Project Shadow

SOURCE: CADP

2010.0305E: Sunnydale-Velasco HOPE SF Redevelopment Project . 210039
Figure 35
September 20th – 3:00 p.m.



Existing Shadow Project Shadow

SOURCE: CADP

2010.0305E: Sunnydale-Velasco HOPE SF Redevelopment Project . 210039

Figure 36

September 20th – 4:00 p.m.



Existing Shadow Project Shadow

SOURCE: CADP

2010.0305E: Sunnydale-Velasco HOPE SF Redevelopment Project . 210039
Figure 37
September 20th – 5:00 p.m.



Existing Shadow Project Shadow

SOURCE: CADP

2010.0305E: Sunnydale-Velasco HOPE SF Redevelopment Project . 210039

Figure 38

September 20th – 6:00 p.m.



Existing Shadow Project Shadow

SOURCE: CADP

2010.0305E: Sunnydale-Velasco HOPE SF Redevelopment Project . 210039
Figure 39
September 20th – Sunset minus 1 hour (8:09 p.m.)