

# **Potrero HOPE SF Master Plan Project**

Case No. 2010.0515 E GPA PCT PCM DEV GEN SHD

Planning Commission Hearing

November 17, 2016







# SAN FRANCISCO PLANNING DEPARTMENT

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## 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  
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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 24<sup>th</sup> Street; this new segment of 24<sup>th</sup> 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, 23<sup>rd</sup>, 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 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.

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 shadows<sup>1</sup> 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 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

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<sup>1</sup> 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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# **Potrero HOPE SF**

Case No. 2010.0515 E GPA PCT PCM DEV GEN SHD

Attachment No. 1

Potrero Project Description Summary, Site Map and Phasing Plan



**HOPE SF POTRERO**  
**Development Agreement Summary**  
**November 17, 2016**

**HOPE SF POTRERO:**

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 Potrero Terrace and Annex ("Potrero") HOPE SF public housing site.

The proposed development agreement between the City and County of San Francisco (the "City"), the non-profit developer Bridge Housing ("Developer"), and landowner the Housing Authority of the City and County of San Francisco ("SFHA"), will allow for the redevelopment of the 38-acre Potrero public housing site. The site is located on the south slope of Potrero Hill bounded generally by Potrero Recreation Center to the north, Wisconsin Street to the west, 25<sup>th</sup> and 26<sup>th</sup> Streets to the south, and Texas Street to the east. The site is currently home to about 600 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 HOPE SF Potrero 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 Environmental Impact Report/Environmental Impact Statement was certified by the Planning Commission on December 10, 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 619 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 Potrero Development Agreement, 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 1,700 new residential units**, which includes a required **minimum of 774 affordable and public housing units**, and an **anticipated 800 market rate units; 32,000 gross square feet of new community-serving uses including retail; 3.2 acres of publicly accessible open space; approximately 1,055 parking spaces** (primarily within underground or structured

parking); and **approximately 839 bicycles 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 774 affordable units. This includes a 1-for-1 replacement of the occupied 619 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 Potrero 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 3.2 acres of open space outlined in the project's DSG document. The project includes a main neighborhood park located at 24<sup>th</sup> and Connecticut Streets, adjacent to the neighborhood's concentration of new retail and community facilities on 24<sup>th</sup> Street. Additional open spaces include pocket parks, a community garden, and landscaped terraces. The project also plans for improved connections to the existing Potrero Recreation Center operated by the San Francisco Recreation and Parks Department ("RPD"). The Developer or its successors will be responsible for the maintenance and operation of the privately owned public open spaces, unless certain open spaces are dedicated to the City and are operated by RPD pursuant to mutual agreement of the parties (and as further outlined in the DA).

### **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 a dedicated childcare center, 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 along 24<sup>th</sup> Street.

### **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 Development Agreement's vested rights retained on these parcels. Regulations and process for these land transfers are to be 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.



# Rebuild Potrero



CURRENT



FUTURE

In 2008, BRIDGE Housing was selected to lead the redevelopment effort of Potrero Terrace and Annex public housing sites as part of the City of San Francisco's HOPE SF Initiative.

"Rebuild Potrero" is a comprehensive revitalization effort to rebuild 619 units of distressed public housing and create another 1,000 new homes with a range of affordability, community facilities, retail, open space, and neighborhood programs and services to improve the lives of current and future generations in the South Potrero neighborhood of San Francisco. Rebuild Potrero will be constructed in phases and current residents will be relocated within the property to the greatest extent possible to allow demolition and rebuilding of the site a portion at a time. The project will also be built to Leadership in Energy and Environmental Design for Neighborhood Development (LEED-ND) standards.

When complete, Rebuild Potrero will transform the Potrero Terrace and Annex public housing sites into a diverse, integrated new neighborhood; connect the South slope of Potrero Hill into the greater Potrero Hill and San Francisco community; and improve social outcomes for public housing residents and families.

Through an extensive community master planning and design process, a Rebuild Potrero Master Plan was developed in 2010 that meets the vision established by the community and accomplishes the following goals:

- Rationalize the street grid and create more north/south and east/west connections that will bind the neighborhood together physically and socially.
- Economically integrate the neighborhood.
- Generate economic opportunities for public housing residents.
- Create a new main street hub and heart of the community with opportunities for informal interaction between neighbors.
- Link low-income families to the services they need.

PROPOSED USES	CURRENT	PROPOSED
RESIDENTIAL UNITS	619	Approx. 1600
Public Housing	619	619
Affordable (40-60% AMI)	0	Approx. 200
Market Rate	0	Approx. 800
BUILDING HEIGHTS	30' - 40'	30' - 65'
OFF-STREET PARKING	Approx. 300	Approx. 1,100
BICYCLE SPACES	0	415
RETAIL SPACE	0	15,000
COMMUNITY CENTER	0	25,000 - 35,000
DAY CARE SPACES	50	125 est.
PUBLIC OPEN SPACE	0	Approx. 3.5 acres

# The Importance of Building Community



An essential component of Rebuild Potrero is to not only transform the physical environment but to also improve social outcomes for current and future families of South Potrero.

Rebuild Potrero includes the implementation of a Trauma Informed Community Building Model<sup>1</sup> to ensure ongoing resident involvement in all aspects of the change process as well as a plan for comprehensive programs and services to meet the complex needs of public housing families. The Community Building Initiative, which was launched in 2009, provides daily community-building activities that are free and open to the entire community. These activities include:

- **Potrero Healthy Living Program:** Activities include a Walking Club, Zumba classes at the Potrero Hill Neighborhood House (NABE), healthy cooking workshops, meditation classes and a New Beginnings support group.
- **Potrero Garden Program:** Two community gardens with family garden workdays, an apprentice jobs program, children workdays and adult gardening classes.
- **Healthy Generations Project:** A peer-to-peer program focused on protecting the developmental health of children ages 0-5 by providing parent workshops, parent/child activities, and daily walking school buses to Starr King Elementary School and Daniel Webster Elementary School. The Healthy Generation Project aims to help children build resiliency to Adverse Childhood Experiences.
- **Rebuild Potrero Community Building Group:** Every month, residents, community members, and Potrero stakeholders come together at the NABE to share in a meal, celebrate community building successes and provide input into the Rebuild Potrero process. The group helps bridge the divide between the two Potrero slopes.
- **Unite Potrero Community-Wide Events:** Several times a year, community-wide events are held to bring the diverse communities of Potrero together for shared positive experiences and to build a sense of understanding and social cohesion. The community events are organized and implemented by event committees consisting of public housing residents, South and North Potrero community members and other Potrero stakeholders.

TIMELINE TO DATE	
2008	BRIDGE selected
2008 - 10	Community Vision & Design Process
2009 - Ongoing	Community Building Initiative
2010	Final Master Plan
2010 - 15	EIR and Land Use Approval Process
2012	Choice Neighborhood Planning Grant
2013 - 14	MTA & SFCTA transportation grants
2013 - 14	PARADISE Plan (Program and Service Delivery Plan)
2016 - 17	Construction commences

<sup>1</sup>Trauma Informed Community Building available for free download: <http://bridgehousing.com/PDFs/TICB.Paper5.14.pdf>



# SITE PLAN

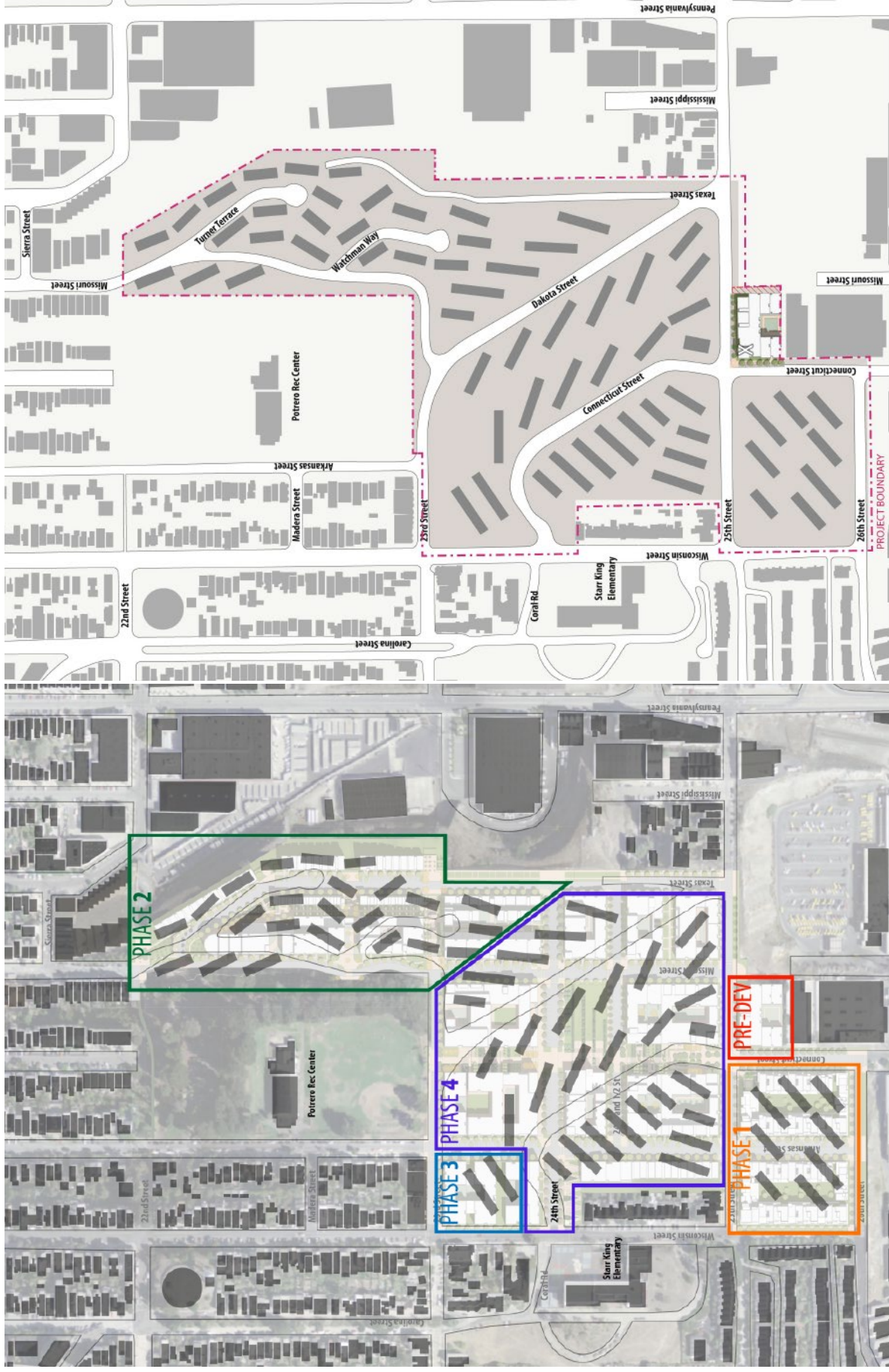


## REBUILD POTRERO | SITE PLAN DIAGRAMS

SAN FRANCISCO, CA | AUGUST 2013







## 1600 UNIT FULL-BUILD OUT

1600 affordable and market-rate housing units shall replace 598 existing public housing units while respecting the character of the surrounding neighborhoods.

## PRE-REBUILD PHASE CONSTRUCTION

Construction of 72 units in the Pre-Rebuild Phase is outside of the HUD Section 18 application but includes relocation capacity of 86 households for Phase 1.



## DEMOLITION

UNITS DEMOLISHED: 91 PUBLIC HOUSING UNITS

## PHASE I

## CONSTRUCTION

NEW CONSTRUCTION: 195 UNITS RELOCATION FOR PHASE 2: 124 UNITS  
CUMULATIVE NEW HOUSING: 267 UNITS





## PHASE 2

### DEMOLITION

DEMOLITION OF 133 PUBLIC HOUSING UNITS

### CONSTRUCTION

NEW CONSTRUCTION: 350 UNITS RELOCATION FOR PHASE 3: 30 UNITS  
CUMULATIVE NEW HOUSING: 617 UNITS



## CONSTRUCTION

NEW CONSTRUCTION: 65 UNITS    RELOCATION FOR PHASE 4: 329 UNITS  
CUMULATIVE NEW HOUSING: 682 UNITS





**PHASE 4**

**DEMOLITION**

DEMOLITION OF 344 PUBLIC HOUSING UNITS

**CONSTRUCTION**

NEW CONSTRUCTION: 918 UNITS  
CUMULATIVE NEW HOUSING: 1600 UNITS

# **Potrero HOPE SF**

Case No. 2010.0515 E GPA PCT PCM DEV GEN SHD

Attachment No. 2

General Plan Amendments







# SAN FRANCISCO PLANNING DEPARTMENT

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## DRAFT Planning Commission Resolution No. Potrero - General Plan Amendments

HEARING DATE: NOVEMBER 17, 2016

*Date:* November 11, 2016  
*Case No.:* 2010. E GPA PCT PCM DEV GEN SHD  
*Project Address:* **Potrero Hope SF Master Plan Project**  
*Zoning:* RM-2 (Residential – Mixed, Moderate Density)  
40-X Height and Bulk Districts  
Showplace Square/Potrero Area Plan  
*Block/Lot:* Assessor's Block 4167/ 004 and 004A; 4220A/ 001; 4222A/, 001; 4285B/ 001,  
4223/ 001; 4287/001A and 007  
*Project Sponsor:* BRIDGE Housing Corporation  
600 California Street, Suite 900  
San Francisco, CA 94108  
*Staff Contact:* Mat Snyder – (415) 575-6891  
[mathew.snyder@sfgov.org](mailto:mathew.snyder@sfgov.org)

Recommendation: Approve Amendment

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Information:  
**415.558.6377**

**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 Potrero 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 Potrero HOPE SF Master Plan Project (“The Project”) is located on the southern and eastern slopes of Potrero Hill and is generally bounded by 22<sup>nd</sup> Street and the Potrero Recreation Center to the north, Wisconsin Street to the west, 25<sup>th</sup> and 26<sup>th</sup> Streets to the South and Texas and Missouri Streets to the east. The San Francisco Housing Authority currently owns and operates 600 units on approximately 38 acres (including streets) site.

The Project includes demolition of all existing units, vacation of 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 site would feature a new “Main Street” along a newly established segment of 24<sup>th</sup> Street. This new segment of 24<sup>th</sup> Street would be aligned with commercial and community uses, and parks and open space.

The Project is a mixed use, mixed income development with several components: (1) construction of public infrastructure to support the Project; (2) development of privately owned low-income affordable housing on affordable parcels including Housing Authority replacement units and in accordance with an affordable housing plan; (3) development of private market rate residential projects on market rate parcels; and (4) development of community improvements (e.g. 3.5 acres of open space areas, community facilities) throughout the Project. At completion, the Project would include up to 1,700 units, including low-income affordable housing (a minimum of 774 units including at least 619 Housing Authority replacement units) and market rate units (approximately 800 units). The Project also includes approximately 15,000 gross square feet of retail, and 30,000 gross square feet of community serving uses.

This Resolution approving these General Plan amendments is a companion to other legislative and other approvals relating to the Potrero HOPE SF Project, including Planning Code Amendments, Planning Code Map Amendments, the approval of a Development Agreement, the approval of the Potrero 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 Potrero. The “Urban Design Guidelines for Heights of Buildings” Map would be amended so the Potrero area is included within the 41-88 foot height designations.

On, the Planning Commission reviewed and considered the Final EIR/EIS for the Potrero 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 December 10, 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. 19530, 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 December 10, 2015, by Motion No. 19531, the Commission adopted findings regarding the Project's consistency 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 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 Potrero 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 Potrero 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 19531:

**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 19531:

**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.

**DRAFT Resolution No.**  
**Hearing Date: November 17, 2016**

**Case No 2010.E GPA PCT PCM DEV GEN SHD**  
**Potrero HOPE SF Master Plan Project**  
**Approval of General Plan Amendments**

Jonas Ionin  
Commission Secretary

AYES:

NOES:

ABSENT:



[Potrero HOPE SF - General Plan Amendments]

**Ordinance amending the General Plan in connection with the Potrero 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 ~~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 Potrero HOPE SF (the "Project") is located on the southern and eastern slopes  
2 of Potrero Hill and is generally bounded by 22nd Street and the Potrero Recreation Center to  
3 the north, Wisconsin Street to the west, 25th and 26th Street to the South and Texas and  
4 Missouri Streets to the east.

5 (c) The San Francisco Housing Authority currently owns and operates 620 units on the  
6 approximately 39 acre (including streets) site.

7 (d) The Potrero HOPE SF Master Plan includes demolition of all existing units, vacation  
8 of portions of the right of way that currently cross the site diagonally, and building new streets  
9 that would better continue the existing street grid. The site would feature a new "Main Street"  
10 along a newly established segment of 24th Street. This new segment of 24th Street would be  
11 aligned with commercial and community uses, and parks and open space.

12 (e) The Project with a mixed use, mixed income development with several different  
13 components: (i) construction of the public infrastructure to support the Project; (ii)  
14 development of private, mixed-use affordable housing on affordable parcels in accordance  
15 with an affordable housing plan; (iii) development of private, mixed-use residential projects on  
16 market rate parcels; and (iv) development of community improvements (e.g., 3.5 acres of  
17 open space areas, community facilities) throughout the Project. At completion, the Project  
18 would include up to 1,700 units, including Housing Authority replacement units (approximately  
19 606 units), and a mix of additional affordable units (approximately 335 units at varying levels  
20 of affordability) and market rate units (approximately 661 units). The Project also includes  
21 approximately 15,000 gross square feet of retail, and 30,000 gross square feet of community-  
22 serving uses.

23 (f) This ordinance is companion legislation to other ordinances relating to the Potrero  
24 HOPE SF project, including Planning Code amendments, Zoning Map amendments, and a  
25 Development Agreement adoption.

1 (g) On December 10, 2015, in Motion No. 19529, the Planning Commission certified  
2 as adequate and complete the Potrero Hope SF Master Plan Project Environmental Impact  
3 Report / Environmental Impact Statement (Planning Case No. 2010.0515E) in accordance  
4 with the California Environmental Quality Act (California Public Resources Code Sections  
5 21000 et seq.) and Administrative Code Chapter 31. Said Motion is on file with the Clerk of  
6 the Board of Supervisors in File No. \_\_\_\_\_ and is incorporated herein by reference.

7 (h) On that same date, in Motion No. 19531, the Planning Commission adopted  
8 findings under the California Environmental Quality Act ("CEQA Findings") related to the  
9 Project. The Board adopts these CEQA Findings as its own. Said Motion and the CEQA  
10 Findings are on file with the Clerk of the Board of Supervisors in File No. \_\_\_\_\_ and  
11 are incorporated herein by reference.

12 (i) On \_\_\_\_\_, 2016, in Motion No. \_\_\_\_\_, the Planning Commission  
13 initiated the actions contemplated in this ordinance. Said Motion is on file with the Clerk of the  
14 Board of Supervisors in File No. \_\_\_\_\_.

15 (j) On \_\_\_\_\_, in Resolution No. \_\_\_\_\_, the Planning Commission adopted  
16 findings that the actions contemplated in this ordinance are consistent, on balance, with the  
17 City's General Plan as proposed for amendment and eight priority policies of Planning Code  
18 Section 101.1. In addition, the Planning Commission adopted additional CEQA Findings as  
19 part of this Resolution. The Board adopts all of these findings as its own. A copy of said  
20 Resolution is on file with the Clerk of the Board of Supervisors in File No. \_\_\_\_\_, and is  
21 incorporated herein by reference.

22 (k) In this same Resolution, the Planning Commission in accordance with Planning  
23 Code Section 340 determined that this ordinance serves the public necessity, convenience,  
24 and general welfare. The Board of Supervisors adopts as its own these findings.  
25

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

3 **Recreation and Open Space Element**

4 Map 03 – Existing and Proposed Open Space. Insert indications of new parks within  
5 the Potrero HOPE SF boundaries pursuant to the Potrero HOPE SF Design Standards and  
6 Guidelines Document.

7 **Urban Design**

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

10  
11 Section 3. 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 Section 4. Scope of Ordinance. In enacting this ordinance, the Board of Supervisors  
17 intends to amend only those words, phrases, paragraphs, subsections, sections, articles,  
18 numbers, punctuation marks, charts, diagrams, or any other constituent parts of the City's  
19 General Plan that are explicitly shown in this ordinance as additions, deletions, Board  
20 amendment additions, and Board amendment deletions in accordance with the "Note" that  
21 appears under the official title of the ordinance.

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

24 By: 

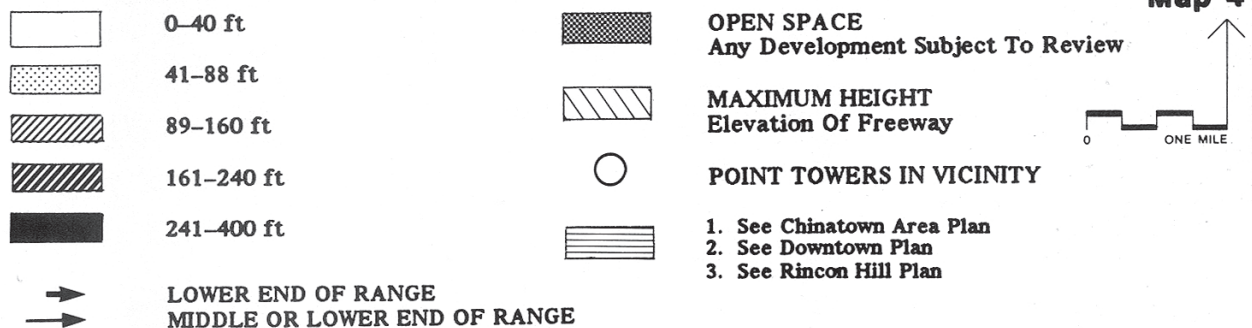
25 John D. Malamut  
Deputy City Attorney

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## URBAN DESIGN GUIDELINES FOR HEIGHT OF BUILDINGS



### MAP APPROVED BY THE BOARD OF SUPERVISORS

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

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

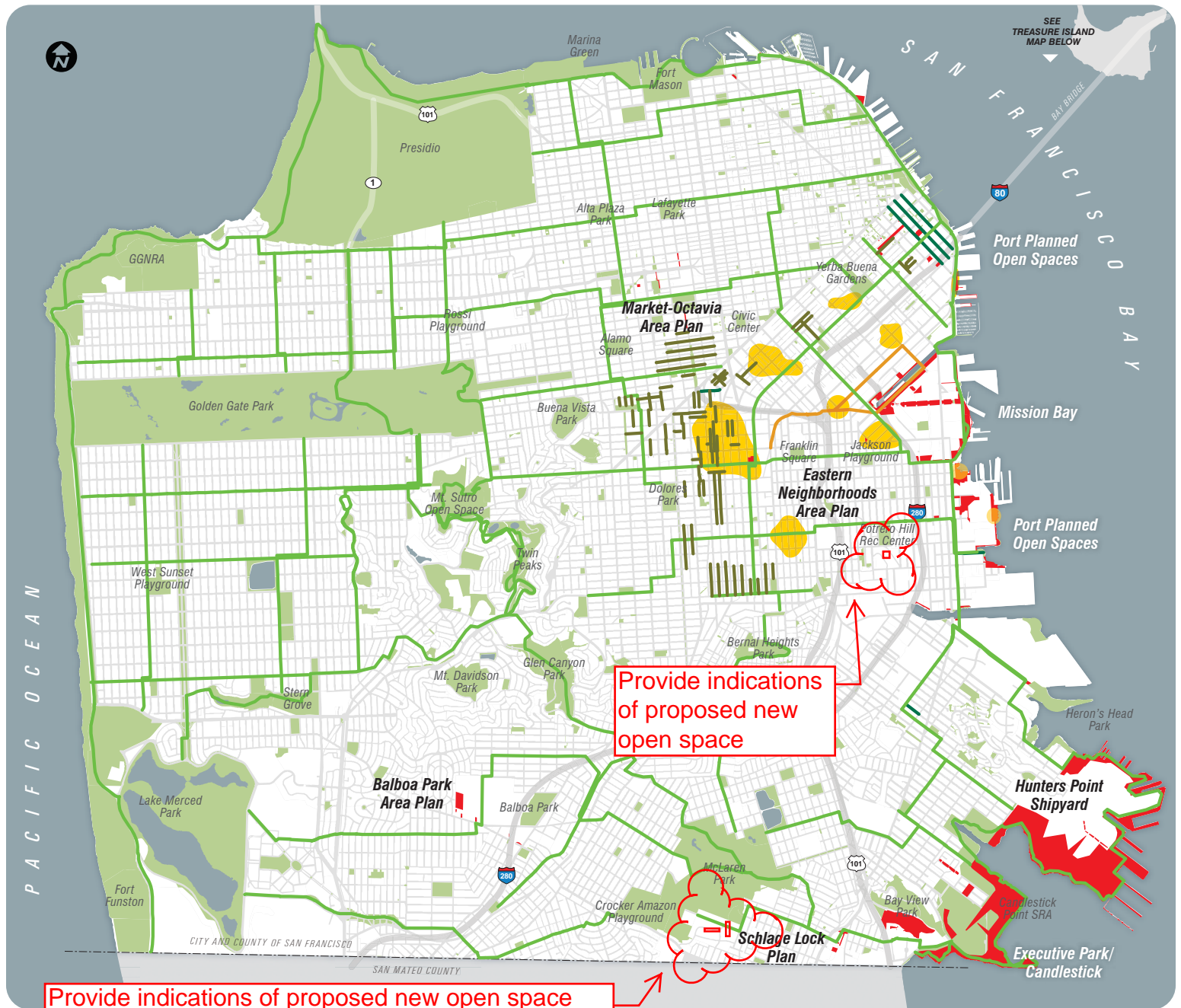
- Add a boundary area around the Balboa Park Station plan area with a line that leads to a reference that states "See the Balboa Park Station Area Plan"

- 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

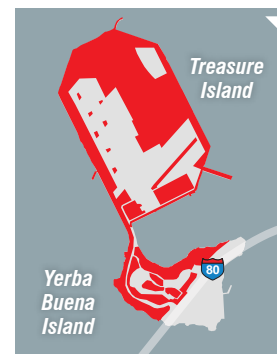
**-> add shaded area for the 41-88 ft designation around the boundaries of the Sunnydale HOPE SF and Potrero HOPE SF Special Use Districts**





## Existing and Proposed Open Space

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



0 Miles 1

**MAP 03**

# **Potrero HOPE SF**

Case No. 2010.0515 E GPA PCT PCM DEV GEN SHD

Attachment No. 3

Planning Code Text Amendments







# SAN FRANCISCO PLANNING DEPARTMENT

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## DRAFT Planning Commission Resolution No. Potrero Text Amendments

HEARING DATE: NOVEMBER 17, 2016

*Date:* November 11, 2016  
*Case No.:* 2010.0515 E GPA PCT PCM DEV GEN SHD  
*Project Address:* **Potrero Hope SF Master Plan Project**  
*Zoning:* RM-2 (Residential – Mixed, Moderate Density)  
40-X Height and Bulk Districts  
Showplace Square/Potrero Area Plan  
*Block/Lot:* Assessor's Block 4167/ 004 and 004A; 4220A/ 001; 4222A/, 001; 4285B/ 001,  
4223/ 001; 4287/001A and 007  
*Project Sponsor:* BRIDGE Housing Corporation  
600 California Street, Suite 900  
San Francisco, CA 94108  
*Staff Contact:* Mat Snyder – (415) 575-6891  
[mathew.snyder@sfgov.org](mailto:mathew.snyder@sfgov.org)

Recommendation: Approve Amendments

**APPROVING AMENDMENTS TO THE SAN FRANCISCO PLANNING CODE BY ESTABLISHING THE POTRERO 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 Amendments that would add Planning Code Section 249.76, "The Potrero HOPE SF Special Use District" and Planning Code Section 263.31, "Potrero HOPE SF Special Use District and the 40/65-X Height and Bulk District".

The Planning Code Text Amendments would enable the Potrero 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

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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 Potrero HOPE SF Master Plan Project (“The Project”) is located on the southern and eastern slopes of Potrero Hill and is generally bounded by 22<sup>nd</sup> Street and the Potrero Recreation Center to the north, Wisconsin Street to the west, 25<sup>th</sup> and 26<sup>th</sup> Streets to the South and Texas and Missouri Streets to the east. The San Francisco Housing Authority currently owns and operates 600 units on approximately 38 acres (including streets) site.

The Project includes demolition of all existing units, vacation of 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 site would feature a new “Main Street” along a newly established segment of 24<sup>th</sup> Street. This new segment of 24<sup>th</sup> Street would be aligned with commercial and community uses, and parks and open space.

The Project is a mixed use, mixed income development with several components: (1) construction of public infrastructure to support the Project; (2) development of privately owned low-income affordable housing on affordable parcels including Housing Authority replacement units and in accordance with an affordable housing plan; (3) development of private market rate residential projects on market rate parcels; and (4) development of community improvements (e.g. 3.5 acres of open space areas, community facilities) throughout the Project. At completion, the Project would include up to 1,700 units, including low-income affordable housing (a minimum of 774 units including at least 619 Housing Authority replacement units) and market rate units (approximately 800 units). The Project also includes approximately 15,000 gross square feet of retail, and 30,000 gross square feet of community serving uses.

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

This Planning Code Text Amendment would create the Potrero 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 Potrero Design Standards and Guidelines document. The Special Use District would also set forth design review procedures specific to the site.

On December 10, 2015, the Planning Commission reviewed and considered the Final EIR/EIS for the Potrero 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 December 10, 2015, 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, 2015, by Motion No. 19530, 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;

On December 10, 2015, by Motion No. 19531, the Commission adopted findings regarding the Project's consistency 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 249.76 and 263.31.

**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 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 19531:

**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 19531:

**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.

**AND BE IT FURTHER RESOLVED**, That the Planning Commission recommends to the Board of Supervisors that they incorporate the text edits proposed by staff into the Ordinance.

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

**DRAFT Resolution No.**  
**Hearing Date: November 17, 2016**

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

Jonas Ionin  
Commission Secretary

AYES:

NOES:

ABSENT:

## LEGISLATIVE DIGEST

[Planning Code - Potrero HOPE SF Special Use District]

**Ordinance amending the Planning Code to create the Potrero HOPE SF Special Use District to facilitate development of the Potrero HOPE SF project by modifying 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 Potrero HOPE SF (Housing Opportunities for People Everywhere San Francisco) project ("Project") is located on parcels that are designated as Residential, Mixed Districts, Moderate Density (RM-2) use.

### Amendments to Current Law

This Ordinance adds sections 249.76 and 263.31 to the Planning Code. The new sections establish the Potrero 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-2 zoning.

### Background Information

The Potrero HOPE SF project is generally bounded by Wisconsin, 23rd, Missouri, Texas, 25th, Connecticut, and 26th Streets. The Project involves replacing all 606 existing public housing units and integrating additional affordable and market-rate homes into the community for a total of approximately 1,700 units. Amenities will include open space, local services, and retail opportunities. The Project as a whole was evaluated in a Final Environmental Impact Statement, which was certified by HUD, and a Final Environmental Impact Report, which was certified and approved by the Planning Commission.

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 - Potrero HOPE SF Special Use District]

**Ordinance amending the Planning Code to create the Potrero HOPE SF Special Use District to facilitate development of the Potrero HOPE SF project by modifying 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 Potrero 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 249.76, to read  
10 as follows:

11 **SEC 249.76. POTRERO HOPE SF SPECIAL USE DISTRICT.**

12 (a) **Purpose.** *In order to give effect to the Development Agreement for the Potrero HOPE*  
13 *SF development project as approved by the Board of Supervisors in an ordinance in Board File No.*  
14 *\_\_\_\_\_, there shall be a Potrero HOPE SF Special Use District as designated on Sectional*  
15 *Map SU-08 of the Zoning Maps of the City and County of San Francisco. The purpose of the Special*  
16 *Use District is to allow a project that will replace the Potrero Terrace and Annex public housing*  
17 *projects with a mixed-use and mixed-income development of affordable dwelling units in a number in*  
18 *excess of the existing public housing units, market-rate dwelling units, neighborhood commercial, and*  
19 *community facility uses, and new infrastructure improvements, including streets, sidewalks, utilities,*  
20 *and open spaces.*

21 (b) **Definitions.**

22 *"Design Standards and Guidelines " shall mean the Potrero HOPE SF Design Standards and*  
23 *Guidelines adopted by the Planning Commission in Resolution No. \_\_\_\_\_, approved by the Board of*  
24 *Supervisors as part of this Special Use District, and found in Board File No. \_\_\_\_\_, and as*  
25



1 may be amended from time to time. The Design Standards and Guidelines is incorporated by reference  
2 herein.

3 "Development Agreement" shall mean the Development Agreement By and Between the City  
4 and County of San Francisco and Potrero Development Company, LLC, a venture of Bridge Housing,  
5 approved by the Board of Supervisors in an ordinance in Board File No. \_\_\_\_\_.

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

10 (c) **Development Controls.** The controls contained in the Design Standards and Guidelines  
11 shall regulate development in the Potrero HOPE SF Special Use District, except for those controls  
12 specifically enumerated in this Section 249.76. Where not explicitly superseded by definitions  
13 established in the Design Standards and Guidelines, the definitions in this Code shall apply. All  
14 procedures and requirements in Article 3 of the Planning Code shall apply to development in this  
15 Special Use District to the extent that they are not in conflict with this Special Use District or the  
16 Development Agreement. The Planning Commission may amend the Design Standards and Guidelines  
17 upon initiation by the Planning Department or upon application by an owner of property within this  
18 Special Use District (or his or her authorized agent), or by any Party to the Development Agreement, to  
19 the extent that such amendments are consistent with this Special Use District, the General Plan, and  
20 the Development Agreement. The Zoning Administrator may approve minor amendments to the Design  
21 Standards and Guidelines upon initiation by the Planning Department or upon application by an owner  
22 of property within this Special Use District (or his or her authorized agent), or by any Party to the  
23 Development Agreement. For the purposes of this subsection (c), "minor amendments" shall be defined  
24 as amendments necessary to clarify omissions or correct inadvertent mistakes in the Design Standards  
25

1 and Guidelines and are consistent with the intent of the Design Standards and Guidelines, this Special  
2 Use District, the General Plan, and the Development Agreement.

3 (1) **Zoning Designation.** The applicable zoning designation shall be as set forth in  
4 Zoning Map ZN-08, consisting of the Residential, Mixed, Moderate Density (RM-2) district. The  
5 Planning Code provisions for the underlying RM-2 use district shall control except to the extent they  
6 conflict with the provisions of this Section 249.76. Notwithstanding the foregoing sentence, this Special  
7 Use District and the Design Standards and Guidelines shall apply only to construction and other  
8 activities that further implement the Potrero HOPE SF development project. For proposed activities  
9 other than implementation of the Potrero HOPE SF development project (e.g., changes of use in  
10 existing buildings, alterations to existing buildings prior to commencement of the project), the  
11 underlying RM-2 controls shall continue to apply.

12 (2) **Uses.**

13 (A) **Permitted Uses.** In addition to the uses permitted in the RM-2 district,  
14 those uses that are principally or conditionally permitted in a Small-Scale Neighborhood Commercial  
15 District (NC-2) use district shall be permitted in this Special Use District to the same extent as in a NC-  
16 2 district; provided, however, that liquor stores and medical cannabis dispensaries shall not be  
17 permitted in this Special Use District.

18 (B) **Ground Floor Uses.** Notwithstanding anything in this Section 249.76 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 on 24th Street between Arkansas Street and  
21 Missouri Street; provided, however, that for purposes of this 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-2 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-2 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-2 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-08 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 square  
19 feet per unit. The Design Standards and Guidelines shall set forth the methods for satisfying the open  
20 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 requirement  
24 for any use in this Special Use District. Upon completion of the Potrero HOPE SF Project, the number  
25 of off-street parking spaces within this Special Use District shall not exceed: one parking space per

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

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

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

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

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

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

<b><u>DSG Control No. or Nos.</u></b>	<b><u>Topic</u></b>
<u>4.2 controls 1, 2, and 3</u>	<u>Open Space</u>
<u>5.1.1 control 1</u>	<u>Height</u>
<u>5.1.5 controls 2 and 3</u>	<u>Residential Entrances</u>



<u>5.1.7 control 2</u>	<u>Blank Facades</u>
<u>5.1.8 control 1</u>	<u>Meters, Utilities, and Trash</u>
<u>5.1.9 controls 2 and 3</u>	<u>Gates and Fences</u>
<u>5.1.11 control 1</u>	<u>Roof Design</u>
<u>5.1.13 control 1</u>	<u>Parking, Parking Entrances and Curb Cuts</u>
<u>5.2.6 control 3</u>	<u>Block J</u>
<u>5.2.7 controls 1, 2, and 3</u>	<u>Block K</u>
<u>5.2.8 controls 1, 2, and 3</u>	<u>Block L</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:*

<b><u>DSG Control No. or Nos.</u></b>	<b><u>Topic</u></b>
<u>5.1.7 controls 1 and 3</u>	<u>Blank Facades</u>
<u>5.1.12 control 1</u>	<u>Building Lighting</u>
<u>5.1.13 controls 2, 3, 4, and 5</u>	<u>Parking, Parking Entrances, and Curb Cuts</u>
<u>5.1.14 control 1</u>	<u>Usable Open Space</u>
<u>5.2.2 control 1</u>	<u>Block C &amp; D</u>
<u>5.2.6 control 2</u>	<u>Block J</u>
<u>5.2.13 controls 1 and 2</u>	<u>Blocks P &amp; R</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.*

<b><u>DSG Control No. or Nos.</u></b>	<b><u>Topic</u></b>
<u>5.1.3 controls 1 and 2</u>	<u>Lot Coverage/Rear Yard</u>
<u>5.1.4 controls 1 and 2</u>	<u>Setback Lines</u>

1	<u>5.1.5 control 4</u>	<u>Residential Entries</u>
2	<u>5.1.9 control 1</u>	<u>Gates and Fences</u>
3	<u>5.1.15 controls 2, 3, and 4</u>	<u>Pedestrian Mews/Paseos</u>
4	<u>5.2.1 control 1</u>	<u>Block A &amp; B</u>
5	<u>5.2.10 control 1 and 2</u>	<u>Block N &amp; O</u>
6	<u>5.2.4 control 1</u>	<u>Block F</u>
7	<u>5.2.5 control 1</u>	<u>Block G</u>

8 For any other modification being sought from the Controls of the Design Standards and  
9 Guidelines document for Chapter 4, Section 2 and Chapter 5 of the Design Standards and Guidelines,  
10 the Minor Modification process described in subsection (e)(4)(A), below, would be required.

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

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

16 (2) **Development Phase Approval.** The Planning Department shall only approve  
17 applications for individual building projects that are consistent with and described in an approved  
18 Development Phase Application, as described in the Development Agreement. The Development Phase  
19 Approval process, as set forth in greater detail in the Development Agreement, is intended to ensure  
20 that all buildings within a phase as well as new infrastructure, utilities, open space, and all other  
21 improvements promote the purpose of the HOPE SF Program and the Special Use District and meet  
22 the requirements of the Development Agreement. The Planning Director shall act on a Development  
23 Phase Application within 60 days after receipt of a complete Development Phase Application upon his  
24 or her determination that the Development Phase conceptual design is complete.



1                   **(3) Building Design Review and Approval.** *The construction, expansion, or major*  
2 *alteration of, or additions to, all structures within this Special Use District requires applications for*  
3 *design review described in this Section 249.76. Applications for design review may be submitted*  
4 *concurrently with or subsequent to a Development Phase Design Review Application. The owner or*  
5 *authorized agent of the owner of the property for which the design review is sought may file*  
6 *applications for design review. Department staff shall review the application for completeness and*  
7 *advise the applicant in writing of any deficiencies within 30 days after receipt of the application or, if*  
8 *applicable, within 15 days after receipt of any supplemental information requested pursuant to this*  
9 *section. If Department staff does not so advise the applicant, and if the related Phase Application has*  
10 *been approved, the application will be deemed complete. The application shall include the documents*  
11 *and materials necessary to determine consistency with this Special Use District, the Design Standards*  
12 *and Guidelines, and the applicable requirements of the Development Agreement, including site plans,*  
13 *sections, elevations, renderings, landscape plans, and exterior material samples to illustrate the overall*  
14 *concept design of the proposed buildings, and conformance with any phasing plan. If any requests for a*  
15 *Major Modification or Minor Modification are sought in accordance with the allowances of this*  
16 *Section, the application shall contain a narrative for each modification sought that describes how the*  
17 *proposed project meets the full intent of the Design Standards and Guidelines and provides*  
18 *architectural treatment and public benefit that are equivalent to or superior to strict compliance with*  
19 *the standards.*

20                   **(A) Pre-application Meeting.** *Not more than 12 months prior to filing a*  
21 *Building Design Review application, the project sponsor shall conduct a minimum of one pre-*  
22 *application meeting with the public. The meeting shall be conducted at, or within a one-mile radius of,*  
23 *the project site, but otherwise subject to the Planning Department's pre-application meeting*  
24 *procedures, including but not limited to the submittal of required meeting documentation.*  
25

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

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

17                                    **(A) Projects Not Seeking Major Modifications.** *Except for projects seeking*  
18 *a Major Modification, the Planning Director may approve or disapprove the project design and any*  
19 *Minor Modifications based on its compliance with this Special Use District, the Design Standards and*  
20 *Guidelines, the Development Phase Design Review approval, and the findings and recommendations of*  
21 *the staff report. If the project is consistent with the quantitative Standards set forth in this Special Use*  
22 *District and the Design Standards and Guidelines, the Planning Director's discretion to approve or*  
23 *disapprove the project shall be limited to the project's consistency with the qualitative elements of the*  
24 *Design Standards and Guidelines and the General Plan. Prior to making a decision, the Planning*  
25 *Director, in his or her sole discretion, may seek comment and guidance from the public and Planning*



1 Commission on the design of the project, including the granting of any Major Modifications, in  
2 accordance with the procedures of subsection (B) below. If a Major Modification is not sought, any  
3 Planning Commission review will be informational only, will be limited to the project's consistency  
4 with the qualitative elements of the Design Standards and Guidelines, and will not result in any action  
5 by the Planning Commission.

6 (B) **Projects Seeking Major Modifications.** The Planning Commission shall  
7 hold a public hearing for all projects seeking one or more Major Modifications and for any project  
8 seeking one or more Minor Modifications that the Planning Director, in his or her sole discretion,  
9 refers to the Commission as a Major Modification. The Planning Commission shall consider all  
10 comments from the public and the recommendations of the staff report and the Planning Director in  
11 making a decision to approve or disapprove the project design, including the granting of any Major or  
12 Minor Modifications.

13 (C) **Notice of Hearings.** The Department shall provide notice of hearings  
14 required by subsections (A) and (B) above as follows: (i) mail notice to the project applicant, property  
15 owners within 300 feet of the exterior boundaries of the property that is the subject of the application,  
16 using for this purpose the names and addresses as shown on the citywide assessment roll in the Office  
17 of the Tax Collector, and residents within 150 feet of the exterior boundaries of the property that is the  
18 subject of the application, and any person who has requested notice by mail not less than 20 days prior  
19 to the date of the hearing to; and (ii) post notice on the subject property at least 10 days prior to the  
20 date of the hearing.

21 (5) **Design Review and Approval of Community Improvements.** To ensure that any  
22 Community Improvements (as defined in the Development Agreement) meet the Design Standards and  
23 Guidelines and the Master Infrastructure Plan requirements, the project sponsor shall submit an  
24 application and receive approval from the Planning Department, or the Planning Commission if  
25 required, prior to obtaining any permits for the construction of any Community Improvement within or

1 adjacent to the Special Use District. Design approval for major open space Community Improvements  
2 (not associated with an individual building or block development and not improvements that are to be  
3 owned and operated by the Recreation and Park Department on behalf of the City and County of San  
4 Francisco), along with any stand alone community center building shall be subject to the Design  
5 Review procedure set forth in subsection (e)(3), above. The Recreation and Park Department shall  
6 conduct Design Review for improvements owned and operated by, and under the jurisdiction of, that  
7 Department.

8 (6) **Building Permit Approval by the Planning Department.** The project sponsor  
9 shall notify the Department of Building Inspection when submitting a building permit application that  
10 the application must be routed to the Planning Department for review. Planning Department staff shall  
11 review the building permit application for consistency with the authorizations granted pursuant to this  
12 Section 249.76. The Department of Building Inspection shall not issue a building permit for work  
13 within this Special Use District unless Planning Department staff determines such permit is consistent  
14 with the standards set forth in the Design Standards and Guidelines, as they may be modified by a  
15 Minor Modification or a Major Modification, to the extent such standards regulate building design.

16 (7) **Discretionary Review.** The Planning Department shall not accept, and the  
17 Planning Commission shall not hear, requests for discretionary review for projects subject to this  
18 Section 249.76.

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

22 (9) **Appeal and Decision on Appeal.** The decision of the Planning Director to grant  
23 or deny any project, including any Minor Modification, or of the Planning Commission to grant or  
24 deny any Major Modification, may be appealed to the Board of Appeals by any person aggrieved within  
25 10 days after the date of the decision by filing a written notice of appeal with that body. Such notice



1 must set forth the alleged error in the interpretation of the provisions of this Code or the Design  
2 Standards and Guidelines or the alleged abuse of discretion on the part of the Planning Director or  
3 Planning Commission, which error or abuse is the basis for the appeal. Upon the hearing of an appeal,  
4 the Board of Appeals may, subject to the same limitations placed on the Planning Commission or  
5 Planning Director by Charter, this Code, and the Development Agreement, approve, disapprove or  
6 modify the appealed decision by a vote of four of its members. Notwithstanding anything to the contrary  
7 in the Business and Tax Regulations Code, if the determination of the Board differs from that of the  
8 Planning Director or Planning Commission, the Board of Appeals shall, in a written decision, make  
9 findings specifying the error of interpretation or abuse of discretion on the part of the Planning  
10 Director or Planning Commission, and the specific facts relied upon, that are the basis for the Board's  
11 determination. A decision of the Planning Commission with respect to a Conditional Use may be  
12 appealed to the Board of Supervisors in the same manner as set forth in Section 308.1.

13  
14 Section 3. The Planning Code is hereby amended by adding Section 263.31, to read as  
15 follows:

16 **SEC. 263.31. POTRERO HOPE SF SPECIAL USE DISTRICT AND THE 40/65-X**  
17 **HEIGHT AND BULK DISTRICT.**

18 In the Potrero HOPE SF Special Use District and the 40/65-X Height and Bulk District, heights  
19 are more specifically prescribed on a block-by-block basis pursuant to the Potrero HOPE SF Design  
20 Standards and Guidelines document as referenced by Planning Code Section 249.76, the Potrero  
21 HOPE SF Special Use District. The Potrero HOPE SF Design Standards and Guidelines also provide  
22 specific provisions for height measurement, and exceptions. Where there is a conflict between such  
23 provisions in the Potrero Hope Design Standards and Guidelines and those otherwise provided in the  
24 Planning Code, the Potrero Hope SF Design Standards and Guidelines shall govern.

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

5  
6  
7  
8 APPROVED AS TO FORM:  
9 DENNIS J. HERRERA, City Attorney

10 By:



11 Robb W. Kapla  
12 Deputy City Attorney

13 n:\legana\as2016\1700204\01145395.docx

**POTRERO HOPE SF**  
**CASE NO. 2010.0515**

PLANNING CODE TEXT AMENDMENTS  
THE POTRERO HOPE SF SPECIAL USE DISTRICT  
PROPOSED EDITS TO BOARD INITIATED ORDINANCE



1 and Guidelines and are consistent with the intent of the Design Standards and Guidelines, this Special  
2 Use District, the General Plan, and the Development Agreement.

3 (1) **Zoning Designation.** The applicable zoning designation shall be as set forth in  
4 Zoning Map ZN-08, consisting of the Residential, Mixed, Moderate Density (RM-2) district. The  
5 Planning Code provisions for the underlying RM-2 use district shall control except to the extent they  
6 conflict with the provisions of this Section 249.76. Notwithstanding the foregoing sentence, this Special  
7 Use District and the Design Standards and Guidelines shall apply only to construction and other  
8 activities that further implement the Potrero HOPE SF development project. For proposed activities  
9 other than implementation of the Potrero HOPE SF development project (e.g., changes of use in  
10 existing buildings, alterations to existing buildings prior to commencement of the project), the  
11 underlying RM-2 controls shall continue to apply.

12 (2) **Uses.**

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

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20 (B) **Ground Floor Uses.** Notwithstanding anything in this Section 249.76 to  
21 the contrary, “active uses” as defined in Section 145.1(b)(2) or Medical Services as defined in Section  
22 790.114 shall be required at the ground floor frontages on 24th Street between Arkansas Street and  
23 Missouri Street; provided, however, that for purposes of this **Section of the** Special Use District, active  
24 uses shall exclude ground floor residential units.

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Phase Application within 60 days after receipt of a complete Development Phase Application upon his or her determination that the Development Phase conceptual design is complete.

(3) **Building Design Review and Approval.** The construction, expansion, or major alteration of, or additions to, all structures within this Special Use District requires applications for design review described in this Section 249.76. Applications for design review may be submitted concurrently with or subsequent to a Development Phase Design Review Application. The owner or authorized agent of the owner of the property for which the design review is sought may file applications for design review. Department staff shall review the application for completeness and advise the applicant in writing of any deficiencies within 30 days after receipt of the application or, if applicable, within 15 days after receipt of any supplemental information requested pursuant to this section. If Department staff does not so advise the applicant, and if the related Phase Application has been approved, the application will be deemed complete. The application shall include the documents and materials necessary to determine consistency with this Special Use District, the Design Standards and Guidelines, and the applicable requirements of the Development Agreement, including 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 any requests for a Major Modification or Minor Modification are sought in accordance with the allowances of this Section, the application shall contain a narrative for each modification sought that describes how the proposed project meets the full intent of the Design Standards and Guidelines and provides architectural treatment and public benefit that are equivalent to or superior to strict compliance with the standards.

(A) **Pre-application Meeting.** Not more than 12-6 months prior to filing a Building Design Review application, the project sponsor shall conduct a minimum of one pre-application meeting with the public. The meeting shall be conducted at, or within a one-mile radius of,

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1 the project site, but otherwise subject to the Planning Department's pre-application meeting  
2 procedures, including but not limited to the submittal of required meeting documentation.

3 (B) **Staff Design Review.** The Department shall perform administrative  
4 design review for each application as further detailed in the Development Agreement. Department  
5 staff shall review the project to determine if it complies with this Special Use District, the Design  
6 Standards and Guidelines, the Development Agreement, an approved Development Phase ~~Design~~  
7 ~~Review~~ Application, and any applicable mitigation measures. The Department shall complete the  
8 initial review and respond to the project sponsor within 60 days of receiving a complete application.  
9 The Department staff shall have 30 days to respond to any modifications or revisions submitted by the  
10 project sponsor after the submission of the initial application. Upon completing review, Department  
11 staff may draft a staff report to the Planning Director or Planning Commission, as appropriate,  
12 including a recommendation regarding any modifications to the project. The staff report shall be  
13 delivered to the applicant no less than ~~15-14~~ days prior to Planning Director or Planning Commission  
14 action on the application, and shall be kept on file for public review. The Department shall provide  
15 public notice of the staff report and recommendation no less than ~~10-14~~ days prior to action on the  
16 application by the Planning Director or Planning Commission, ~~in the manner set forth in Section~~  
17 ~~Written notice shall be mailed to the notification group which shall include the project sponsor, tenants~~  
18 ~~of the subject property, relevant neighborhood organizations as maintained by the Planning~~  
19 ~~Department, and all individuals having made a written request for notification for the project site~~  
20 ~~pursuant to Planning Code Section 351311(d)(2).~~

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

22 (A) **Projects Not Seeking Major Modifications.** Except for projects seeking  
23 a Major Modification, the Planning Director may approve or disapprove the project design and any  
24 Minor Modifications based on its compliance with this Special Use District, the Design Standards and  
25 Guidelines, the Development Phase Design Review approval, and the findings and recommendations of

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

13           **(6) Building Permit Approval by the Planning Department.** *The project sponsor*  
14           *shall notify the Department of Building Inspection when submitting a building permit application that*  
15           *the application must be routed to the Planning Department for review. Planning Department staff shall*  
16           *review the building permit application for consistency with the authorizations granted pursuant to this*  
17           *Section 249.76. The Department of Building Inspection shall not issue a building permit for work*  
18           *within this Special Use District unless Planning Department staff determines such permit is consistent*  
19           *with the standards set forth in the Design Standards and Guidelines, as they may be modified by a*  
20           *Minor Modification or a Major Modification, to the extent such standards regulate building design.*  
21           ***The Design Review process described in this Special Use District and the Development Agreement***  
22           ***shall supersede the review and notification process otherwise required by Section 311.***

23           **(7) Discretionary Review.** *The Planning Department shall not accept, and the*  
24           *Planning Commission shall not hear, requests for discretionary review for projects subject to this*  
25           *Section 249.76.*

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

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

20  
21                   (10) **Interim Uses.** *An interim use may be authorized by the Planning Director, pursuant to*  
22 *the Design Review procedures outlined in Section e(3) of this Special Use District for a period not to*  
23 *exceed 5 year if the Director finds that such use: (i) will not impede orderly development within the*  
24 *Special Use District; (ii) is consistent with intent Special Use District and Development Agreement;*  
25 *and (iii) would not pose a nuisance to surrounding residential uses. In addition to those uses set forth*

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1 *in Section 205, such interim uses may include but are not limited to: farmers' markets; arts or concert*  
2 *uses; and rental or sales offices incidental to new development. Temporary or semi-temporary*  
3 *structures may be permitted under this Section for resident-serving community facilities such as*  
4 *wellness centers, or other improvements intended to facilitate phased development of the Project. An*  
5 *authorization granted pursuant to this section shall not exempt the applicant from obtaining any other*  
6 *permit required by law. Additional time for such uses may be authorized only by action upon a new*  
7 *application.*

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8  
9 Section 3. The Planning Code is hereby amended by adding Section 263.31, to read as  
10 follows:

11 **SEC. 263.31. POTRERO HOPE SF SPECIAL USE DISTRICT AND THE 40/65-X**  
12 **HEIGHT AND BULK DISTRICT.**

13 *In the Potrero HOPE SF Special Use District and the 40/65-X Height and Bulk District, heights*  
14 *are more specifically prescribed on a block-by-block basis pursuant to the Potrero HOPE SF Design*  
15 *Standards and Guidelines document as referenced by Planning Code Section 249.76, the Potrero*  
16 *HOPE SF Special Use District. The Potrero HOPE SF Design Standards and Guidelines also provide*  
17 *specific provisions for height measurement, and exceptions. Where there is a conflict between such*  
18 *provisions in the Potrero Hope Design Standards and Guidelines and those otherwise provided in the*  
19 *Planning Code, the Potrero Hope SF Design Standards and Guidelines shall govern.*

20  
21 Section 4. Effective Date. This ordinance shall become effective 30 days after  
22 enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the  
23 ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board  
24 of Supervisors overrides the Mayor's veto of the ordinance.

# **Potrero HOPE SF**

Case No. 2010.0515 E GPA PCT PCM DEV GEN SHD

Attachment No. 4

Map Amendments





# SAN FRANCISCO PLANNING DEPARTMENT

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## DRAFT Planning Commission Resolution No. 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.:* 2010.0515 E GPA PCT PCM DEV GEN SHD  
*Project Address:* **Potrero Hope SF Master Plan Project**  
*Zoning:* RM-2 (Residential – Mixed, Moderate Density)  
40-X Height and Bulk Districts  
Showplace Square/Potrero Area Plan  
*Block/Lot:* Assessor's Block 4167/ 004 and 004A; 4220A/ 001; 4222A/, 001; 4285B/ 001,  
4223/ 001; 4287/001A and 007  
*Project Sponsor:* BRIDGE Housing Corporation  
600 California Street, Suite 900  
San Francisco, CA 94108  
*Staff Contact:* Mat Snyder – (415) 575-6891  
[mathew.snyder@sfgov.org](mailto:mathew.snyder@sfgov.org)

Recommendation: Approve Amendment

**APPROVING AMENDMENTS TO THE SAN FRANCISCO PLANNING CODE BY AMENDING ZONING SECTIONAL MAPS SU08 AND DD HT08, MAPPING THE NEW POTRERO 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 add amend Sectional Map SU08 and Sectional Map HT08 by including the respective Assessor's Block and Lots in the Potrero HOPE SF Special Use District and the 40/65-X Height and Bulk District: 4167/ 004 and 004A; 4220A/ 001; 4222A/, 001; 4285B/ 001, 4223/ 001; and 4287/001A and 007.

The Planning Code Map Amendments would enable the Potrero 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 Potrero HOPE SF Master Plan Project ("The Project") is located on the southern and eastern slopes of Potrero Hill and is generally bounded by 22<sup>nd</sup> Street and the Potrero Recreation Center to the north, Wisconsin Street to the west, 25<sup>th</sup> and 26<sup>th</sup> Streets to the South and Texas and Missouri Streets to the east. The San Francisco Housing Authority currently owns and operates 600 units on approximately 38 acres (including streets) site.

The Project includes demolition of all existing units, vacation of 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 site would feature a new "Main Street" along a newly established segment of 24<sup>th</sup> Street. This new segment of 24<sup>th</sup> Street would be aligned with commercial and community uses, and parks and open space.

The Project is a mixed use, mixed income development with several components: (1) construction of public infrastructure to support the Project; (2) development of privately owned low-income affordable housing on affordable parcels including Housing Authority replacement units and in accordance with an affordable housing plan; (3) development of private market rate residential projects on market rate parcels; and (4) development of community improvements (e.g. 3.5 acres of open space areas, community facilities) throughout the Project. At completion, the Project would include up to 1,700 units, including low-income affordable housing (a minimum of 774 units including at least 619 Housing Authority replacement units) and market rate units (approximately 800 units). The Project also includes approximately 15,000 gross square feet of retail, and 30,000 gross square feet of community serving uses.

This Resolution approving these Planning Code Map amendments is a companion to other legislative and other approvals relating to the Potrero HOPE SF Project, including General Plan Amendments, Planning Code Text Amendments, the approval of a Development Agreement, the approval of the Potrero 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 Potrero 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 Potrero Design Standards and Guidelines document. The Amendments would also designate the subject site within a 40/65-X Height and Bulk District.

On December 10, 2015, the Planning Commission reviewed and considered the Final EIR/EIS for the Potrero 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 December 10, 2015, 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, 2015, by Motion No. 19530, 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 December 10, 2015, by Motion No. 19531, the Commission adopted findings regarding the Project's consistency 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 249.76 and 263.31.

**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 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 19531:

**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 19531:

**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

**DRAFT Resolution No.**  
**Hearing Date: November 17, 2016**

**2010.0515 E GPA PCT PCM DEV GEN SHD**  
**Potrero HOPE SF Master Plan Project**  
**Approval of Map Amendments**

Commission Secretary

AYES:

NOES:

ABSENT:

## LEGISLATIVE DIGEST

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

**Ordinance amending the Planning Code by amending the Zoning Map Sheets SU-08 and HT-08 in connection with the Potrero 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.**

### Existing Law

The City's Zoning Map, part of the Planning Code, assigns zoning districts and height and bulk districts to property across the City. Assessor's Block 4167, Lots 004 and 004A; Block 4220A, Lot 001; Block 4222A, Lot 001; Block 4285B, Lot 001; Block 4223, Lot 001; and Block 4287, Lots 001A and 007 encompass the Potrero HOPE SF (Housing Opportunities for People Everywhere San Francisco) project ("Project"). The current Zoning Map designates these parcels as Residential, Mixed Districts, Moderate Density (RM-2) use, and as 40-X (for Assessor's Block 4167, Lots 004 and 004A; Block 4220A, Lot 001; Block 4222A, Lot 001; Block 4285B, Lot 001; Block 4223, Lot 001) or 50X (for Assessor's Block 4287, Lots 001A and 007) height and bulk limit.

### Amendments to Current Law

This Ordinance would amend the Zoning Map to accommodate the Potrero HOPE SF Project by rezoning all the lots to the Potrero Hope SF Special Use District and altering the height and bulk limits. Specifically, all lots would be designated 40/65-X.

### Background Information

The Potrero HOPE SF project is generally bounded by Wisconsin, 23rd, Missouri, Texas, 25th, Connecticut, and 26th Streets. The Project involves replacing all 606 existing public housing units and integrating additional affordable and market-rate homes into the community for a total of approximately 1,700 units. Amenities will include open space, local services, and retail opportunities. The Project as a whole was evaluated in a Final Environmental Impact Statement, which was certified by HUD, and a Final Environmental Impact Report, which was certified and approved by the Planning Commission. The Planning Commission has also approved a General Plan referral for the Project as a whole.

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 rezoning the entire Project area to accommodate 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, Zoning Map - Potrero HOPE SF Zoning Map Amendments]

**Ordinance amending the Planning Code by amending the Zoning Map Sheets SU-08 and HT-08 in connection with the Potrero 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 Potrero 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-08 of the Zoning Map are hereby approved:

Description of Property	Special Use District Hereby Approved
Assessor's Block 4167, Lots 004 and 004A; Block 4220A, Lot 001; Block 4222A, Lot 001; Block 4285B, Lot 001; Block 4223, Lot 001; Block 4287, Lots 001A and 007	Potrero 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-08 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 4167, Lots 004 and 004A; Block 4220A, Lot 001; Block 4222A, Lot 001; Block	40X	40/65-X



1	4285B, Lot 001; Block		
2	4223, Lot 001		
3	Assessor's Block 4287,	50X	40/65-X
4	Lots 001A and 007		

5

6 Section 4. Effective Date. This ordinance shall become effective 30 days after

7 enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the

8 ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board

9 of Supervisors overrides the Mayor's veto of the ordinance.

10

11

12 APPROVED AS TO FORM:

13 DENNIS J. HERRERA, City Attorney

14 By:



15 Robb W. Kapla  
Deputy City Attorney

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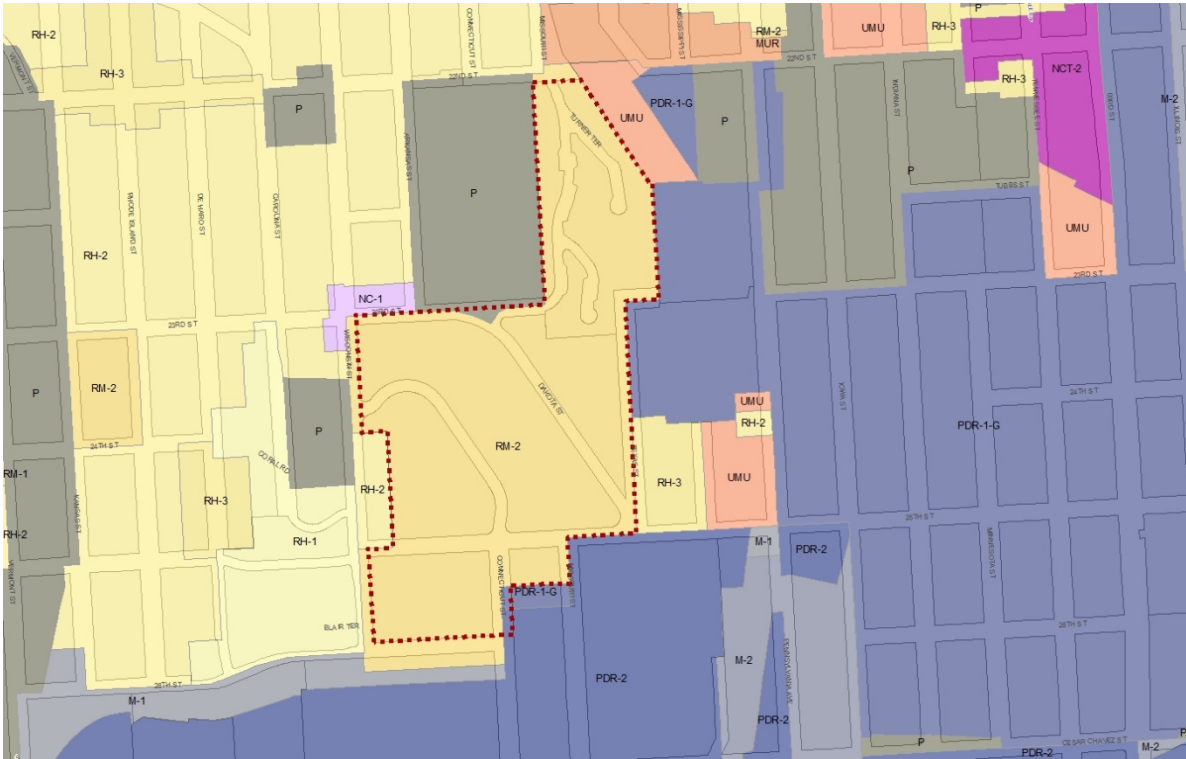
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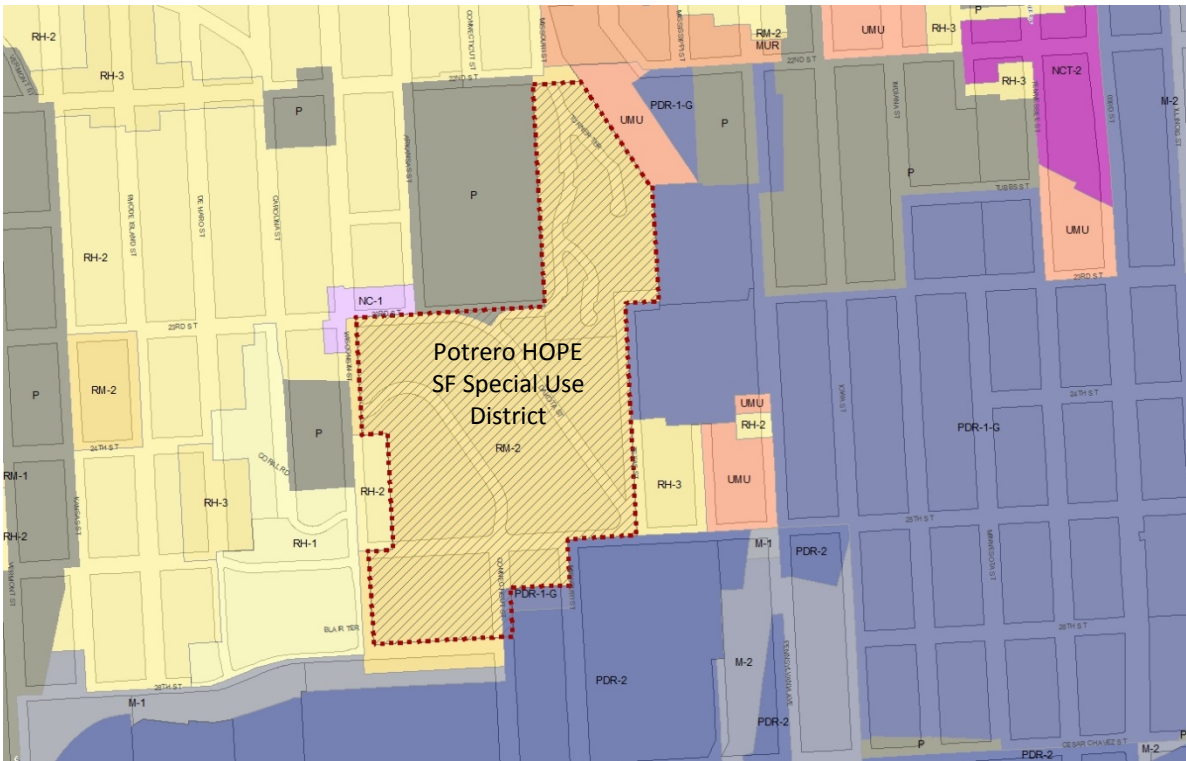
25



# Zoning Maps



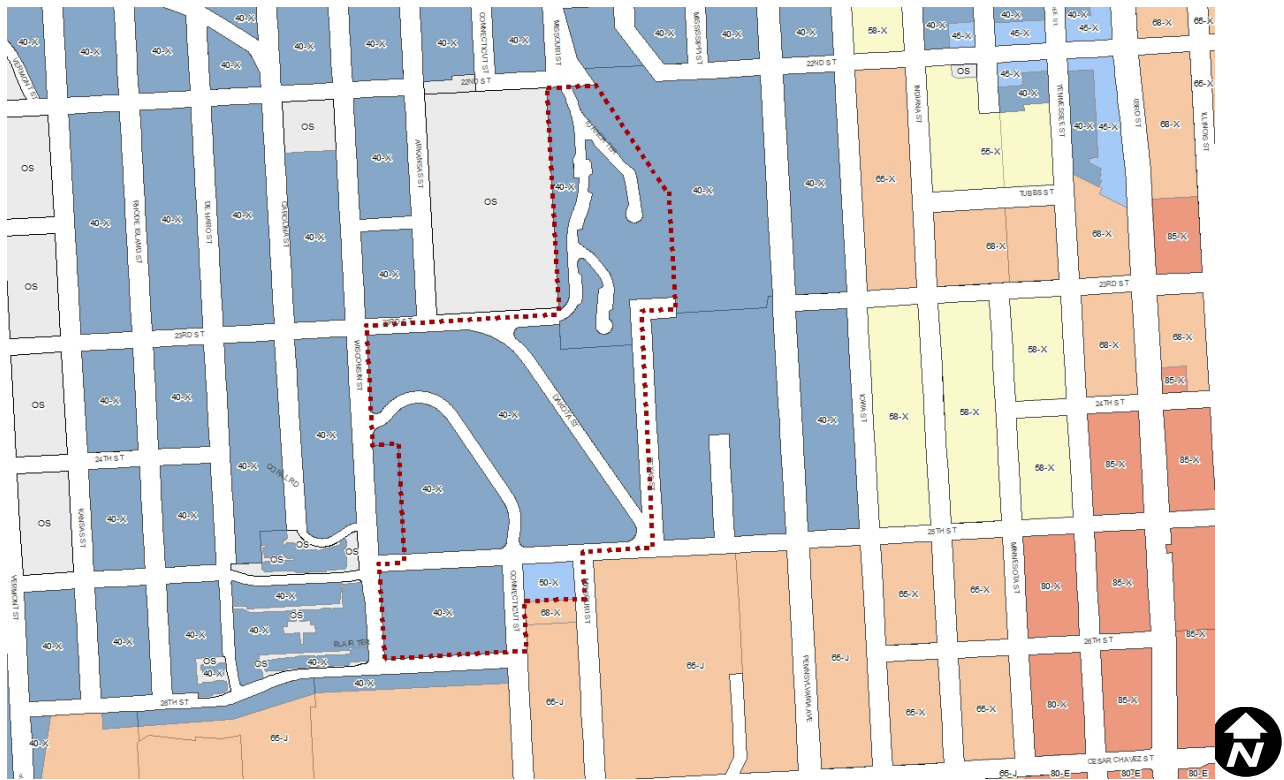
Existing Land Use Zoning



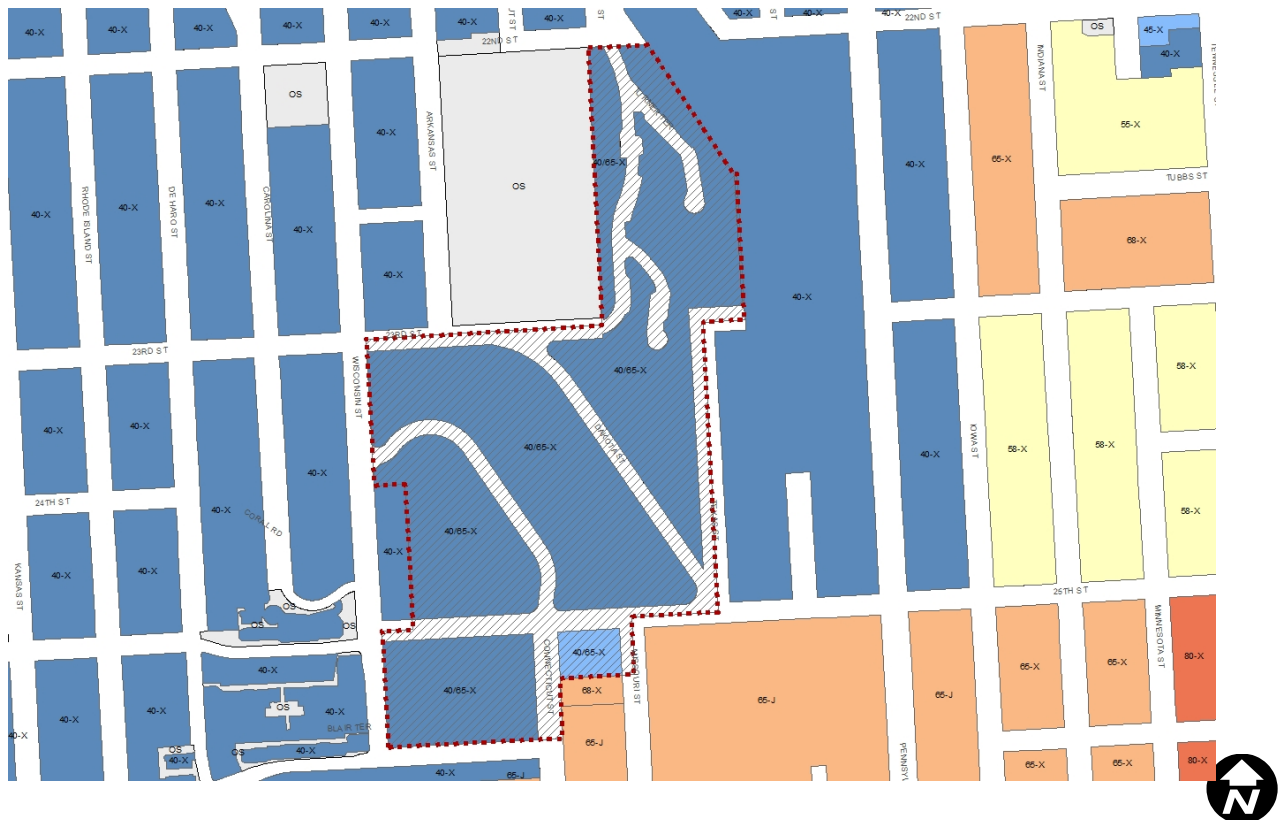
Proposed Land Use Zoning

Case No. 2010.0515PCM  
Potrero HOPE SF

# Height and Bulk Maps



Existing Height and Bulk Zoning



Proposed Height and Bulk Zoning

Case No. 2010.0515PCM  
Potrero HOPE SF

# **Potrero HOPE SF**

Case No. 2010.0515 E GPA PCT PCM DEV GEN SHD

Attachment No. 5

Design Standards and Guidelines







# SAN FRANCISCO PLANNING DEPARTMENT

## DRAFT Planning Commission Motion No.

### Potrero - Design Standards and Guidelines

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.:* 2010.0515 E GPA PCT PCM DEV GEN SHD  
*Project Address:* **Potrero Hope SF Master Plan Project**  
*Zoning:* RM-2 (Residential – Mixed, Moderate Density)  
40-X Height and Bulk Districts  
Showplace Square/Potrero Area Plan  
*Block/Lot:* Assessor's Block 4167/ 004 and 004A; 4220A/ 001; 4222A/, 001; 4285B/ 001,  
4223/ 001; 4287/001A and 007  
*Project Sponsor:* BRIDGE Housing Corporation  
600 California Street, Suite 900  
San Francisco, CA 94108  
*Staff Contact:* Mat Snyder – (415) 575-6891  
[mathew.snyder@sfgov.org](mailto:mathew.snyder@sfgov.org)

Recommendation: Approval

**APPROVING THE POTRERO 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 249.76, "The Potrero HOPE SF Special Use District" and Planning Code Section 263.31, "Potrero HOPE SF Special Use District and the 40/65-X Height and Bulk District".

The Planning Code Text Amendments establish the Potrero HOPE SF Special Use District. The Special Use District, in turn, refers to the Potrero HOPE SF Design Standards and Guidelines (herein "DSGs") 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 Potrero 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 Potrero HOPE SF Master Plan Project ("The Project") is located on the southern and eastern slopes of Potrero Hill and is generally bounded by 22<sup>nd</sup> Street and the Potrero Recreation Center to the north, Wisconsin Street to the west, 25<sup>th</sup> and 26<sup>th</sup> Streets to the South and Texas and Missouri Streets to the east. The San Francisco Housing Authority currently owns and operates 600 units on approximately 38 acres (including streets) site.

The Project includes demolition of all existing units, vacation of 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 site would feature a new "Main Street" along a newly established segment of 24<sup>th</sup> Street. This new segment of 24<sup>th</sup> Street would be aligned with commercial and community uses, and parks and open space.

The Project is a mixed use, mixed income development with several components: (1) construction of public infrastructure to support the Project; (2) development of privately owned low-income affordable housing on affordable parcels including Housing Authority replacement units and in accordance with an affordable housing plan; (3) development of private market rate residential projects on market rate parcels; and (4) development of community improvements (e.g. 3.5 acres of open space areas, community facilities) throughout the Project. At completion, the Project would include up to 1,700 units, including low-income affordable housing (a minimum of 774 units including at least 619 Housing Authority replacement units) and market rate units (approximately 800 units). The Project also includes approximately 15,000 gross square feet of retail, and 30,000 gross square feet of community serving uses.

This Motion approving this Design Standards and Guidelines document is a companion to other legislative and other approvals relating to the Potrero 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.

The subject Design Standards and Guidelines Document would 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.

On December 10, 2015, the Planning Commission reviewed and considered the Final EIR/EIS for the Potrero 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 December 10, 2015, 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, 2015, by Motion No. 19530, 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 December 10, 2015, by Motion No. 19531, the Commission adopted findings regarding the Project's consistency with the General Plan and Planning Code Section 101.1; and

**NOW THEREFORE BE IN RESOLVED**, That the Planning Commission approves the Potrero 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 Standards 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 Standards 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 Standards and Guidelines document would enable the construction of a new vibrant, safe, and connected neighborhood including new parks and open spaces. The Design Standards 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 19531:

**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 19531:

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:

**DRAFT Resolution No.**  
**Hearing Date: November 17, 2016**

**Case No 2010.0515 Case No 2010. E GPA PCT PCM DEV GEN SHD**  
**Potrero HOPE SF Master Plan Project**  
**Approval of Design Standards and Guidelines**

ABSENT:





# POTRERO HOPE SF | DESIGN STANDARDS AND GUIDELINES

**NOVEMBER 2016**





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The *Potrero HOPE SF Design Standards and Guidelines* document is organized in three sections. Part I discusses the history of Potrero Terrace and Annex, the community's goals for redevelopment and the overall vision for the future. Part II describes the urban design concept for the site including connectivity, open space, building form, land use and sustainability. Part III, Design Intent, Development Controls and Design Guidelines, set forth the requirements and recommendations for site planning, street and open space design, building controls, and design and sustainability controls. The development controls and design guidelines are meant to enhance and complement the San Francisco Planning Code and General Plan. Except where explicitly stated otherwise, projects shall comply with existing policy and code.



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## Part I

# Vision, History & Community Goals





## I. Introduction

The Potrero Terrace and Annex public housing sites are being revitalized as part of the City of San Francisco's HOPE SF program, a partnership between the Mayor's Office of Housing and Community Development and the San Francisco Housing Authority aimed at revitalizing a number of distressed public housing developments. In 2008, BRIDGE Housing Corporation was selected to lead the redevelopment effort at Potrero.

The developer plans to replace all 598 existing public housing apartments and integrate additional affordable and market-rate homes into the community along with amenities such as open space, neighborhood services, and retail opportunities. Potrero will be rebuilt in phases and residents will be relocated within the property to the greatest extent possible to allow demolition and rebuilding of a portion of the site at a time.

Potrero Terrace and Annex are located along a steep ridge at the southern edge of San Francisco's Potrero Hill. The 27.6-acre site (38 acres including public streets) is home to approximately 1,200 people.





Aerial Perspective: Proposed Development



Aerial Perspective: Existing Conditions





Artistic Rendering of 25th Street at Missouri Street



24th Street at Wisconsin Street



Central Park from corner of 24.5 and Missouri.

## I.1 VISION

The redevelopment of Potrero Terrace and Annex will create a vibrant new mixed-use, mixed-income community. The current configuration of the site concentrates very low-income families in isolated, deteriorating buildings that are physically, socially and economically separate from the rest of the city and neighborhood. Planning for the redevelopment goes beyond addressing the physical structure of the public housing; it aims to build and strengthen the whole community by integrating public housing and its residents into the social, economic and physical fabric of the neighborhood. Incorporating a range of household incomes will help break down the social barriers that segregate public housing residents. A new neighborhood center at the heart of the community with a large park and smaller open spaces and plazas will provide community facilities and services.

Demolishing and rebuilding Potrero Terrace and Annex will achieve a number of very important goals:

- Rationalize the street grid and create more north/south and east/west connections that will bind the neighborhood together physically and socially.
- Economically integrate the neighborhood by replacing all of the 598 existing public housing units, building new affordable rental apartments, and incorporating market-rate homes.
- Generate economic opportunities for public housing residents.
- Create a new main street that will be the hub and heart of the community with many opportunities for informal interaction between neighbors.
- Provide case management and community building programs and activities that will link low-income families to the services they need and help address the problem of intergenerational poverty.



1935



1948



1958



The construction of Potrero Terrace from 1941.



Aerial photograph showing existing conditions

### 1.2 POTRERO TERRACE AND ANNEX HISTORY

In the early part of the 1800s, Potrero Hill was an isolated peninsula, bounded by Mission Bay to the north and Precita Creek to the South and a stonewall to the west, which was built to keep cattle in. The land was part of the Potrero Nuevo land grant, or New Pasture land grant to the de Haro family from the Mexican authority. Though inaccessible and still owned by the de Haro family, prospectors began dividing the Hill into tracts and selling lots during the gold rush. In the 1860s a bridge was built over Mission Bay, connecting Potrero to the city to the north. Speculation and industry followed. Portions of the eastern and southern part of the hill were cut away for railway right of ways, and the fill was used to extend the shoreline.

Before the development of Potrero Terrace and Annex the site was largely undeveloped, as can be seen in the aerial photograph from 1935. Potrero Terrace, completed in 1941, is among the first public housing developments undertaken by the San Francisco Housing Authority. Initially the extent of the public housing extended further south and west, and did not include the Annex. The aerial map from 1948 shows the extent of the Wisconsin Project on the current Starr King Elementary School grounds and the Carolina Project located on either side of Cesar Chavez. Potrero Annex was added in 1954.

### 1.3 EXISTING CONDITIONS ANALYSIS

The Potrero Terrace and Annex are located on the south and east side of Potrero Hill. The site has incredible views of the San Francisco Bay, East Bay hills, and to the south. The developments house about 1,200 residents in 598 units on 27.6 acres (net of streets). There are approximately 250 off-street, uncovered parking spaces and approximately 100 on-street parking spaces on 25th, 26th, Connecticut, Dakota, and Missouri Streets. Current zoning is RM-2 with a 40-foot height limit.



The Potrero Terrace lies on a south-facing slope, with unobstructed solar access, creating a warm microclimate. It is bounded by 26th, Wisconsin, Texas, and 23rd Streets. The Annex is east facing, receiving direct sun in the morning, but is shaded and cooler in the afternoon. All Terrace buildings are 3 story concrete structures with tiled hipped roofs while buildings in the Annex are wood with flat roofs. The resultant open space between buildings is often steep and ambiguous, without a sense of stewardship or purpose.

There are a variety of adjacency conditions. The western edge of Potrero Terrace and the northern tip of the Annex abut residential uses. At the top of the hill, directly adjacent to the site, but 20 feet above it, lies the Potrero Hill Recreation Center, a 9-acre park including a baseball diamond, tennis courts, playgrounds, and an indoor gymnasium with full size basketball court. West of the intersection of Wisconsin and Connecticut is Starr King Elementary School and Starr King Open Space. A steep cliff along the eastern edge, from 22nd to the small existing southern portion of Texas Street and then along the southern edge, separate Potrero from the Dogpatch neighborhood and light industry below.

The site was designed with the streets following the ridge up Dakota Street and the valley along Connecticut Street, with buildings located along the contours, stepping with the topography. The developments are isolated from the rest of the community with relatively few connections to the surrounding neighborhood: Missouri connects to the north side of Potrero, 25th connects east to Dogpatch and Highway 280, Connecticut to Cesar Chavez to the south and Coral Rd. to the west, and 26th connects to Cesar Chavez. The steep topography and lack of clear paths makes the site difficult to traverse for pedestrians. A stair connects Connecticut and Dakota, and an informal path at the top of the hill connects 23rd to the north side of the park.

### 1.4 GEOTECHNICAL CONDITIONS

The geotechnical exploration report prepared by ENGEO dated July 10, 2009 documents the existing subsurface soil and bedrock conditions at the site. The study found that the property is underlain by artificial fill up to about 8 feet in thickness in some locations along with colluvium, slope wash and relatively hard fractured bedrock.

The geotechnical analysis found that the near surface site soil has a hydraulic conductivity on the order of  $2 \times 10^{-5}$  centimeters per second (cm/s) and  $2 \times 10^{-4}$  cm/s. The majority of the on-site soils have been found to have a very slow infiltration rate when thoroughly wet. 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 likely construction of deep engineered fills and the extensively fractured bedrock will also make the location of infiltration facilities all the more critical in their relationship to other improvements (roadways, foundations and walls). The geotechnical report recommends replacing the existing artificial fill, colluvium soils, and slope wash with new engineered fill.



Potrero Terrace in foreground, bay in distance



Steep slope down from 23rd Street



Potrero Terrace in foreground: Bernal, Glen Park and Twin Peaks in distance

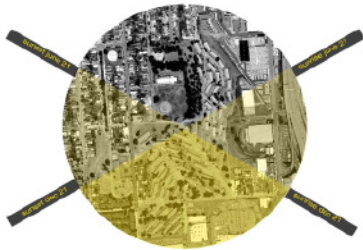
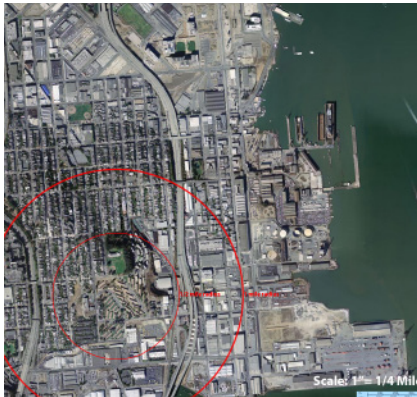


Potrero Annex above steep topography/cut

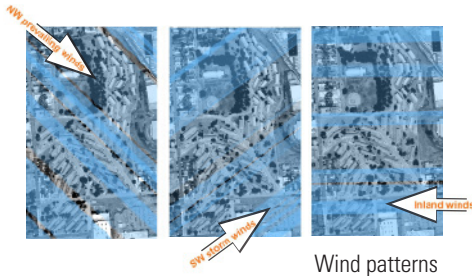


Serpentine outcropping in foreground, Potrero Annex in distance

## Rebuild Potrero Design for Development Document



Sunny Potrero Terrace and East Facing Annex



Wind patterns



Contour lines showing the steep nature of the site

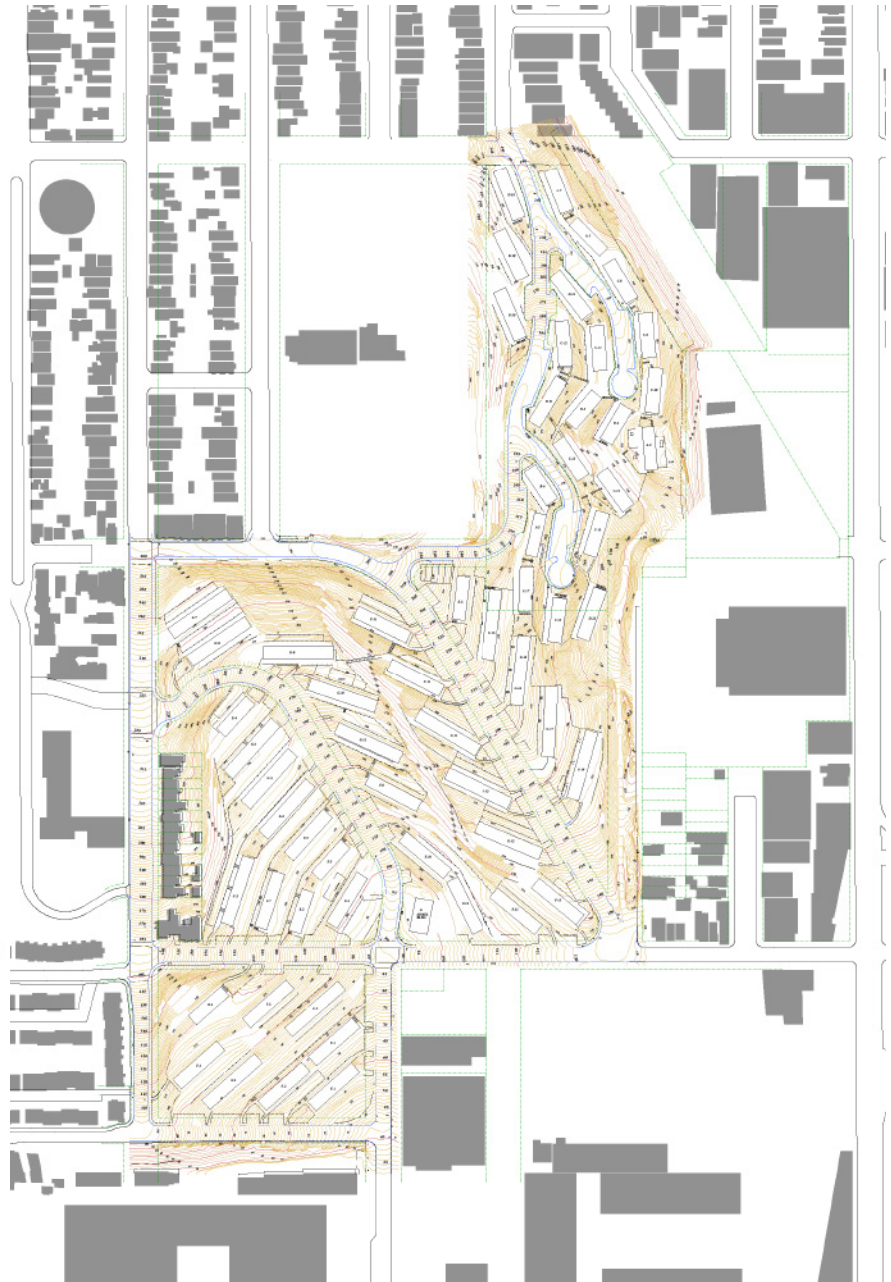


Figure 1.5 Site Survey

### STATISTICS

Land Area: ~27.6 acres (excluding streets)

598 Units - ~1,200 Residents

Zoning: RM-2 - 2,003 Allowable Units

Elevation: 40 to 265 feet above sea level



## 1.5 INFRASTRUCTURE

The existing utilities serving the Potrero Terrace and Annex area are generally more than 50 years old and are in poor conditions and require frequent repair. The redevelopment will create a new grid street pattern and completely remove the existing streets that provide corridors for sewer, water, and gas pipes. Even in areas where the horizontal location of the street remains intact, the intersections are being re-graded to an extent that will require the underground utilities be replaced. Within the project boundaries, construction of the street system and re-grading of the entire site means that existing sewer, water and gas lines will need to be replaced as each phase of the project develops. New lines will be sized to meet the demands of the development and surrounding areas, and will be designed to fit within the new street pattern.

The site is also served by overhead power, telephone and cable lines that will be placed in an underground joint trench along with gas lines, per current City and utility company standards. The joint trench will also include conduit for streetlights and telecommunication information services lines.

## 1.6 TRANSIT

There are currently three bus lines serving the site, and the 22nd Street Caltrain station and T-Third Muni Line are located 1/2 to 1 mile to the east. Current bus lines and general routes are as follows:

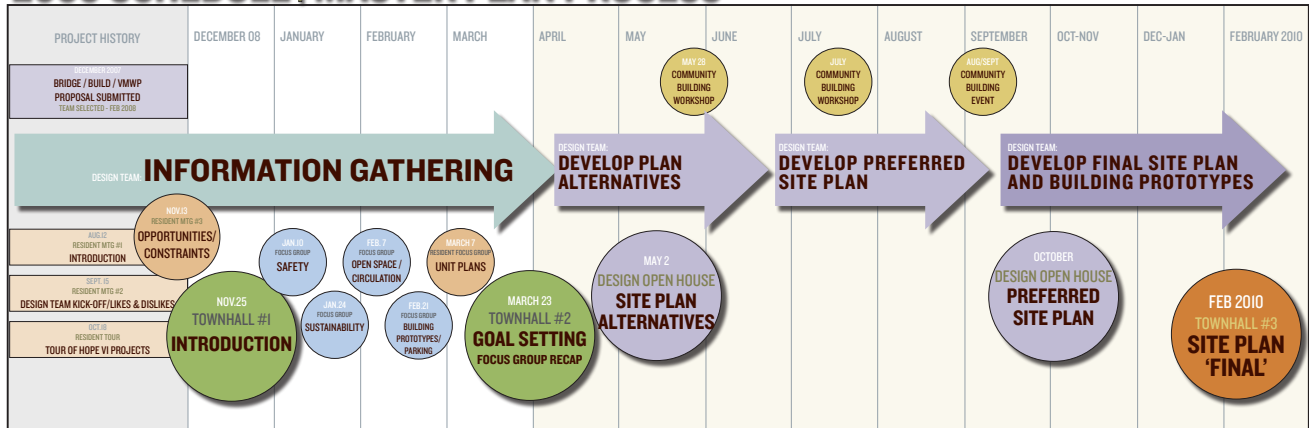
- 10 Townsend - SF General Hospital, Potrero Terrace and Annex, SOMA, Downtown Financial District, North Beach, CA Pacific Medical Center, Fillmore
- 19 Polk X - Hunters Point, Potrero Terrace and Annex, Hall of Justice, Civic Center, Polk/Van Ness Corridor, North Point
- 48 Quintara/24th Street - T-Third Street, CalTrain, Potrero Terrace and Annex, 24th/Mission St BART, West Portal, Outer Sunset (Quintara)

The state of transit serving the site has been in flux throughout the master planning process due to partial implementation of SFMTA's MUNI Forward Project. The MUNI Forward Project is an initiative of the San Francisco Municipal Transportation Agency (SFMTA) in collaboration with the City Controller's Office to improve reliability, reduce travel times, and provide for improved Muni service based on increasing frequencies and updating bus routes and rail lines to match with changing travel patterns throughout San Francisco, via proposed recommendations for Muni. The TEP eliminated bus service on the 53 line, rerouted the 19 line and replaced those routes with the 10 Townsend. A new 58 line will be added in future phases of implementation.

In addition, the following changes that will affect the site were recommended by MUNI Forward:

- The 10 Townsend would be renamed to become the 10 Sansome. Existing service during peak periods within the project study area would be reduced from 10 minute headways to 15 minute headways.
- The 19 Polk would be rerouted to operate between Van Ness Avenue/North Point and San Francisco General Hospital, modifying existing routing in the Civic Center area. Segments south of 24th Street would be replaced by a revised 48 Quintara-24th Street.
- Service on the 48 Quintara-24th Street would run all day from 48th Avenue to the Hunters Point Shipyard, connecting to Hunters Point, currently served by the 19 Polk, complemented by a new 58 24th Street service connecting Diamond Street with the 22nd Street Caltrain station. Existing segments in Potrero Hill would be supplemented by the new 58 24th Street line, while service along Arkansas Street, 20th Street, and Texas Street would be eliminated.

## 2009 SCHEDULE | MASTER PLAN PROCESS



### SAFETY RECAP (Focus Group #1)

- Design **well-defined and well-lit common spaces** (open space, streets, stairs, sidewalks, entries) that are **easily supervised by residents** of the neighborhood.
- Promote a strong **sense of community** by providing opportunities for people to know and watch out for each other.
- Include services and facilities that **encourage community gathering and attract people** from other parts of the city such as retail, parks, and a community center.
- Provide **vehicular and pedestrian connections** in, out and through the new development that will **integrate** it with the larger neighborhood and city.



Safety Focus Group Mtg Recap 1/10/2009



### SUSTAINABILITY RECAP (FG #2)

- Provide **destination uses** and a **variety of attractive and safe pedestrian, vehicular, and bicycle connections** linking the new development with surrounding neighborhoods and the rest of the city.
- Make available a **rich array of services and amenities** focused on the whole family that will **promote the overall health of the community**. (e.g., community services, child care, dog/picnic areas, retail, community gardens, healthy food options, etc.)
- Explore means for **on-site energy production** from PV systems, solar thermal, and wind power.
- Open spaces should be designed with plants and trees that are **attractive, easy to maintain, and appropriate** to the varying climate and topography of the site.
- **Conserve and recover water** for irrigation needs and make pavement permeable to the extent possible to help manage storm water.



Sustainability Focus Group Recap 1/24/2009



### COMMONS RECAP (Focus Group #3)

- **Distribute open spaces** throughout the site and include bbq/picnic areas, tot lots, playgrounds, and small pocket parks. In addition, a **community/edible food garden** is a high priority.
- Community facilities, including the following, should be located at the crest of the hill along 23rd and/or 25th Streets:
  - A **Community Building** with a **capacity for between 75-200 people** is a high priority and may be combined with other community amenities such as a computer lab, library/reading room, senior center, management office, resident council and/or family resource center.
  - A **Youth/Teen Center** is a high priority and would preferably be located separately from the Community Building. It should have an associated open space, possibly a basketball court.
  - The Daycare and Preschool ought to be located together either in close proximity to Starr King or at the crest of the hill on 23rd Street.
- The neighborhood should include a **small retail component** preferably with a community grocery store and a café/restaurant located on a perimeter street and/or at a major intersection.
- **RECONNECT POTRERO**  
Create a more rational street grid and better pedestrian connections to tie the new development in with surrounding neighborhoods as follows:
  - Highest Priority Connections:
    - Connect Missouri Street to 25th Street
    - Quality pedestrian connection on 22nd Street from Arkansas to Mississippi
    - A second east/west vehicular connection from Wisconsin to Missouri
  - Other Priority Connections:
    - Connect 23rd and Arkansas to 25th Street
    - New pedestrian connections to Park and Rec. Center
    - Pedestrian connection down 23rd to Pennsylvania



Commons Focus Group Mtg Recap 2/7/2009



### BUILDING PROTOTYPES (FG #4)

- **Both townhouses and flats** would work for all household types except for seniors who prefer flats, most of which should be accessible.
- Families prefer entering their units either directly from the street or a secured common courtyard. All entry types are okay for seniors as long as there is an accessible path of travel.
- All parking, including **street parking**, should be assigned. Any structured parking should be safe and secure and would preferably be in smaller garages.
- Provide a **variety of housing options** for different types of seniors (e.g., active seniors and seniors needing assistance).
- Mid-rise buildings are fine as long as they have multiple street access points and include private open space for most of the units.
- Housing for families should include **observable open space** for children in either small backyards or shared courtyards.
- Provide **safe shared space for seniors**, both indoor and outdoor, to encourage community interaction.



Building Prototypes Mtg Recap 2/21/2009





Commons Focus Group Meeting - February 7, 2009

## 2. Community Process & Goals

Involving residents of the Potrero Terrace and Annex and surrounding neighbors in an interactive and meaningful way has been a hallmark of the master planning process. Community input is an evolving process which will continue through the entire design, permitting, architectural design and construction phases of the project.

### 2.1 COMMUNITY DESIGN PROCESS

After being selected to redevelop the Potrero Terrace and Annex in August 2008, the BRIDGE team started the community process by hosting informational meetings with public housing residents that included tours of affordable housing projects, listening sessions on their likes and dislikes about the current housing/neighborhood, and the development of Resident Design Principles to guide the planning process. The Resident Design Principles built on the HOPE SF Vision Statement and Design Principles developed in 2006. The Resident Design Principles are as follows:

- Create a safe, secure community.
- Create a healthy, green, sustainable community.
- Provide well-designed and well-managed housing.
- Provide well-designed community services and usable open space.
- Preserve Potrero's positive attributes: place and views.
- Build a strong community.



North/South Grid Concept - May 2, 2009



East/West Grid Concept - May 2, 2009



Connecticut/Dakota Concept - May 2, 2009

### HOPE SF Goals

The following goals and vision statement are enumerated in the recommendations of the HOPE SF Task Force. (2006)

*Rebuild our most distressed public housing sites, while increasing affordable housing and ownership opportunities, and improving the quality of life for existing residents and the surrounding communities.*

- Ensure no loss of public housing.
- Create an economically integrated community.
- Maximize the creation of new affordable housing.
- Involve residents at the highest levels of participation throughout the rebuilding process.
- Provide economic opportunities through the rebuilding process.
- Integrate the rebuilding process with neighborhood improvement plans.
- Create environmentally sustainable and accessible communities.
- Create a strong sense of community.

These principles led to the creation of a series of focused workshops where residents and neighbors came together to explore a number of questions about how the site might be reconfigured and integrated into the larger Potrero Hill neighborhood. Among the topics for discussion and input were safety, opportunities and constraints, sustainability, building types, and community facilities and open spaces. These workshops, in turn, established goals that would guide the development of multiple design concepts and alternatives presented during a day-long open house in May 2009. These goals are as follows:

- Promote a **STRONG SENSE OF COMMUNITY**
- Encourage **COMMUNITY GATHERING**
- Provide **DESTINATION USES**
- Include a rich array of services and amenities
- Create a safe shared space for seniors
- Include a **SMALL RETAIL COMPONENT** located on a perimeter street and/or at a major intersection

Community feedback indicated a clear preference for the north/south grid concept with a central core of community uses. A preferred alternative based on this concept was presented at a Town Hall meeting in November 2009 and a final proposed plan at another Town Hall meeting in February 2010.

Overall, neighborhood input was sought in dozens of workshops, presentations, and project tours between summer 2008 and summer 2010 when the Environmental Review Application was submitted to the City of San Francisco Planning Department. Nearly 1,000 Potrero Terrace and Annex and other neighborhood residents participated in these meetings. A list of community meetings to date is located in section 2.4.



### 2.2 COMMUNITY BUILDING PROCESS

An essential aspect of planning for redevelopment is a community building program aimed at increasing the internal capacity of Potrero Terrace and Annex residents to improve their quality of life and effect positive change in their community. Increasing the community's capacity will allow residents to collectively identify opportunities for change and create structures to implement them. Additionally, the community building program seeks to build relationships and create channels of communication to ensure awareness of and participation in the ongoing redevelopment process.

The overall goals of the community building program are as follows:

- Increase community awareness and participation in the project;
- Develop the community's capacity to work together to solve collective problems and develop institutions to implement projects and activities;
- Strengthen existing organizations' and institutions' ability to meet the needs of the community by reducing barriers and increasing access and connections to existing programs and services; and
- Provide community leaders with formal and informal leadership opportunities and develop the potential of future community leaders and leadership structures

### 2.3 SCHEDULE OF COMMUNITY MEETINGS

**AUGUST 12, 2008**

#### **DESIGN MEETING #1: KICK OFF MEETING (RESIDENTS ONLY)**

Introduction of the development team and discussion of HOPE SF goals.

**SEPTEMBER 15, 2008**

#### **DESIGN MEETING #2: LIKES AND DISLIKES (RESIDENTS ONLY)**

Discussion of residents' likes and dislikes of their homes and neighborhood.

**OCTOBER 18, 2008**

#### **BUS TOUR (RESIDENTS ONLY)**

Toured 3 completed affordable housing developments in San Francisco.

**NOVEMBER 17, 2008**

#### **DESIGN MEETING #3 (RESIDENTS ONLY)**

Collected feedback from bus tour, additional conversation regarding likes and dislikes, and priorities for the redevelopment.

♦ **NOVEMBER 25, 2008**

#### **COMMUNITY-WIDE TOWN HALL MEETING**

Reviewed program goals, site constraints and opportunities, sign up for focus groups.



Design Open House - May 2, 2009



Building Prototype Focus Group - Feb. 29, 2009



Sustainability Focus Group - Jan. 24, 2009



Design Open House - October 27, 2009

## 2.3 SCHEDULE CONTINUED

JANUARY 10, 2009

### FOCUS GROUP #1: SAFETY

Mapping of unsafe and safe conditions, discussion of defensible space.

JANUARY 24, 2009

### FOCUS GROUP #2: SUSTAINABILITY

Group activity to identify goals and priorities.

FEBRUARY 7, 2009

### FOCUS GROUP #3: CIRCULATION AND OPEN SPACE

Group activity to map alternative circulation plan through the site, and to prioritize objectives for an open space and community facilities plan.

FEBRUARY 21, 2009

### FOCUS GROUP #4: BUILDING PROTOTYPES

Group activity to consider optimal building design for particular groups—seniors, families with children.

MARCH 7 & 9, 2009

### FOCUS GROUPS 5 & 6 (RESIDENT-ONLY): UNIT PLANS

Group activity to prioritize unit amenities and layout.

MARCH 16, 2009

### SPECIAL SESSION FOR CANTONESE AND SPANISH SPEAKING RESIDENTS

Reviewed results of the focus groups, collected input on unit design.

♦ MARCH 23, 2009

### TOWN HALL MEETING #2: GOAL SETTING AND FOCUS GROUP RECAP

Presentation of results from the focus groups and the identified priorities.

♦ MAY 2, 2009

### DESIGN OPEN HOUSE & BARBEQUE

Presentation of 3 alternative circulation plans followed by BBQ competition.

MAY 28, 2009

### COMMUNITY BUILDING WORKSHOP #1

Presentation by Joy Bringleeson on community building efforts at New Holly in Seattle.

AUGUST 6, 2009

### COMMUNITY BUILDING WORKSHOP #2

Brainstorming session regarding a community building activity.

♦ AUGUST 29, 2009

### COMMUNITY BUILDING DAY

First non-design related activity focused on bringing the community together for an early work event (tree and vegetable planting at Starr King and the Family Resource Center) followed by food, music and other activities.

OCTOBER 22/24, 2009

### PRELIMINARY MASTER PLAN PRESENTATION TO POTRERO TERRACE AND ANNEX RESIDENTS

Presented preliminary master plan to residents prior to community-wide presentation.

♦ OCTOBER 27, 2009

### TOWN HALL MEETING #3 AT POTRERO BOOSTERS

Presented preliminary master plan to the larger Potrero Hill community.

NOVEMBER 7, 2009

### PLANS AND MODEL REVIEW AND BBQ AT POTRERO TERRACE

Mid-day event to give residents an additional opportunity to preview the draft master plan.

♦ FEBRUARY 3, 2010

### TOWN HALL MEETING #4

Presented final proposed plan before submitting planning applications-attended by over 150 people.

MARCH 15, 2010

### REVIEW SESSION

Review of planning process to date.

APRIL 15, 2010

### OPEN SPACE WORKSHOP #1

First of two workshops to ascertain preferences for programming larger open spaces.

APRIL 24, 2010

### LAND USE & ENVIRONMENTAL REVIEW APPROVALS PROCESS

Presentation on the local land use review process and opportunities for community input.



**JUNE 9, 2010**

### **OPEN SPACE WORKSHOP #2**

Review of preliminary program for spaces considered at previous workshop and smaller open spaces.

**AUGUST 14, 2010**

### **COMMUNITY GARDEN WORKSHOP**

Professionally facilitated workshop to begin planning for community garden.

♦ **AUGUST 21, 2010**

### **2ND ANNUAL COMMUNITY BUILDING DAY & 1ST OUTDOOR MOVIE NIGHT**

Pilot community garden planted at Family Resource Center.

♦ **NOVEMBER 22, 2010**

### **EIR PUBLIC SCOPING**

Sponsored by the Planning Department.

**DECEMBER 14, 2010**

### **COMMUNITY FACILITIES WORKSHOP**

Exploring options and preferences for programming of community center.

♦ **JANUARY 29, 2011**

### **COMMUNITY-WIDE GET TOGETHER**

Professionally facilitated all-day event to identify issues of common concern to the community.

**FEBRUARY 5, 2011**

### **FOLLOW-UP TO GET TOGETHER**

Action Teams formed on specific issues including Sustainable Living, Social Outreach, and Transportation.

♦ **JULY 19, 2011**

### **COMMUNITY DESIGN MEETING (BLOCKS A&B)**

Review of initial design concepts and exterior appearance survey

♦ **SEPTEMBER 17, 2011**

### **UNITE POTRERO COMMUNITY WALK & 2ND MOVIE NIGHT**

Walk around Potrero Hill including through the public housing

**OCTOBER 18, 2011**

### **COMMUNITY DESIGN MEETING (BLOCKS A&B)**

Response to concerns from 7/19 meeting and presentation of proposed schematic designs

**FEBRUARY 27, 2012**

### **INFORMATIONAL PRESENTATION TO LAND USE COMMITTEE OF SAN FRANCISCO BOARD OF SUPERVISORS**

♦ **MAY 17, 2012**

### **EIS PUBLIC SCOPING**

Public EIS Scoping Meeting and Design update

♦ **JULY 28 2012**

### **UNITE POTRERO- A COMMUNITY WIDE PARTY**

Fun activities for neighbors of all ages

♦ **AUGUST 27, 2013**

### **PRESENTATION TO POTRERO BOOSTERS**

Update on status of entitlements and Community Building Initiative

**OCTOBER 22, 2013**

### **PRESENTATION TO POTRERO RESIDENT LEADERS**

Update on status of entitlements and Community Building Initiative

**OCTOBER 25, 2013**

### **PRESENTATION TO THE SAN FRANCISCO HOUSING AUTHORITY BOARD**

Project update and request for approval of the ENRA extension amendment

♦ **OCTOBER 27, 2013**

### **PRESENTATION OF POTRERO NEEDS ASSESSMENT FINDINGS**

Interactive presentation of findings as part of the Choice Neighborhoods Initiative planning grant

In addition, the **Community Building Group**, comprised of both Terrace/Annex and neighborhood residents, has been meeting monthly since 11/09 and bi-monthly since January 2011.

This list does not include presentations to Terrace/Annex resident associations, local homeowners associations, block groups, or attendance at and participation in numerous neighborhood events.

♦ Indicates key community-wide event.

## Part 2

# FRAMEWORK PLAN





### 3. URBAN DESIGN CONCEPT

The transformation of the Potrero Terrace and Annex will follow simple, time tested urban design principles reflected in the goals and principles enumerated above. These principles translate into the following urban design features of the master plan:

- Improve connectivity and reconnect the street grid to the surrounding neighborhood to create a singular, undivided neighborhood;
- Create a new neighborhood retail/community core on the south side of Potrero;
- Include a range of community services, including retail, recreational and supportive services for all residents within the community;
- Provide carefully scaled park spaces and recreational opportunities along with public facilities;
- Place buildings facing the streets with entries to people's homes along wide, tree-lined sidewalks;
- Create a variety of housing types that continues the vibrant architectural pattern of neighborhood for a mix of incomes.

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





URBAN DESIGN CONCEPT PLAN - FIGURE 3.1





### 3.1 URBAN DESIGN CONCEPT

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 development. Buildings will include individual unit entries with many homes having 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 a sense of identity and a sense of ownership, which is crucial to defining a neighborhood. Open spaces will be adjacent and visible to community facilities with active programming, so that outdoor gathering areas are coupled with supervision.

The redevelopment of the Potrero Terrace and Annex will build off the lessons of other Hope VI type projects, but go further in creating more housing and income variety which are essential to creating better functioning neighborhoods. The plan incorporates the patterns of traditional San Francisco neighborhoods, upon which these fundamental principles are based.

The urban design vision for the redevelopment of the Potrero Terrace and Annex is to connect the development to surrounding streets, open spaces and the larger community. The new neighborhood will include a diverse mix of uses and open spaces, complete with a new community core on the south side of Potrero Hill. There will be a variety of housing types with a range of affordability, including replacement of public housing, additional affordable, rental & senior housing, and market rate for-sale and rental homes.

The core of the new development will be the new 24th Street neighborhood center. Much of the existing valley will be filled in order to extend Arkansas Street and to provide for two nearly level blocks of 24th Street. With such a steep site, it is very important to create a neighborhood space that is central and accessible.

24th Street will have prominent connections to the surrounding neighborhood and amenities. Squiggle Park will create an accessible path to Wisconsin Street, Starr King Elementary and Starr King Open Space. Connecticut Street provides access to the south, and a potential new stair to the north will provide a pedestrian connection to Potrero Hill Recreation Center.

The core of the neighborhood will be the central open space, the community center building, small-scale retail and an affordable senior housing project. Locating senior housing in the neighborhood center will assure that seniors have direct access to the heart of the new community and the variety of centralized amenities.

#### Main Components of the new Neighborhood Center

- Central Open Space
- Community Center
- Mixed-use Buildings
- Senior Housing
- A mix of Market-rate and Affordable Housing
- Connections to neighborhood amenities



Central Park from 24.5 and Missouri Streets



24th Street at Connecticut Street Stair



Squiggle Park from Wisconsin Street

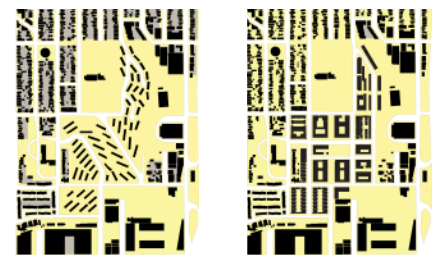


Figure Ground: Existing & Proposed



MOBILITY AND CIRCULATION CONCEPT PLAN - FIGURE 3.2.1







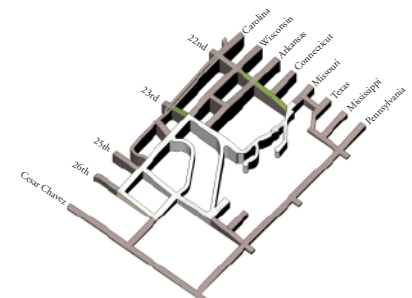
Arkansas Street looking north

### 3.2 NEIGHBORHOOD CONNECTIVITY, MOBILITY AND CIRCULATION

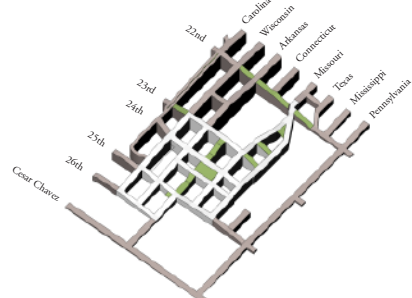
The Potrero Terrace and Annex has long been disconnected physically, economically, and socially from the surrounding neighborhood. Stitching the neighborhood together physically will begin to break down the barriers currently dividing it. Great neighborhoods include a diversity of land uses, people, income levels, building types, and public spaces that function as a whole. The goal of bridging the existing divide hinges on creating these connections and providing new amenities and destination uses to forge one neighborhood identity.

Creating connections to the greater neighborhood is a driving force behind the master plan for Potrero Terrace and Annex. New north/south connections that extend existing streets through the site blur the boundaries of the project site and begin to stitch the neighborhood together. Arkansas, which currently dead-ends at 23rd Street, will now make its way down the hill and connect all the way to 26th Street. Missouri and Texas streets will connect 25th Street with the neighborhood to the north. A new 24th Street will provide a strong east/west pedestrian and vehicular connection from Starr King Elementary School and Starr King Open Space through to Texas Street, while also opening an important view corridor to the East Bay hills.

New pedestrian connections will provide important links to new and existing neighborhood amenities. Connecticut Street will transform into a grand series of stairs linking residents to the open spaces at the top of the hill. A new stair connecting 23rd Street from Missouri to Texas Street will provide pedestrian



Existing Street Network



Proposed Street Network





Pedestrian ramp at Squiggle Park

access for residents and neighbors to open spaces along Texas Street and open a view corridor to the east.

The plan maximizes accessibility by locating the neighborhood core at the center of the development on streets with less than 5% slope, providing an accessible path to important neighborhood amenities such as Starr King Elementary School and the health clinic at the intersection of Coral and Wisconsin Streets. The majority of the units for people with mobility impairments will be located adjacent to the neighborhood core and public transportation routes.

The new street layout will provide for key bicycle connections on the least steep streets and streets without MUNI routes to existing bicycle infrastructure along Cesar Chavez to the south and Indiana Street to the east. Texas Street will provide a north/south connection and 24th Street will connect Texas Street to the Starr King Open Space to the east. These key bicycle connections are not planned as official bicycle facilities, but have the ability to be signed and marked as Class III Bicycle Routes in the future.

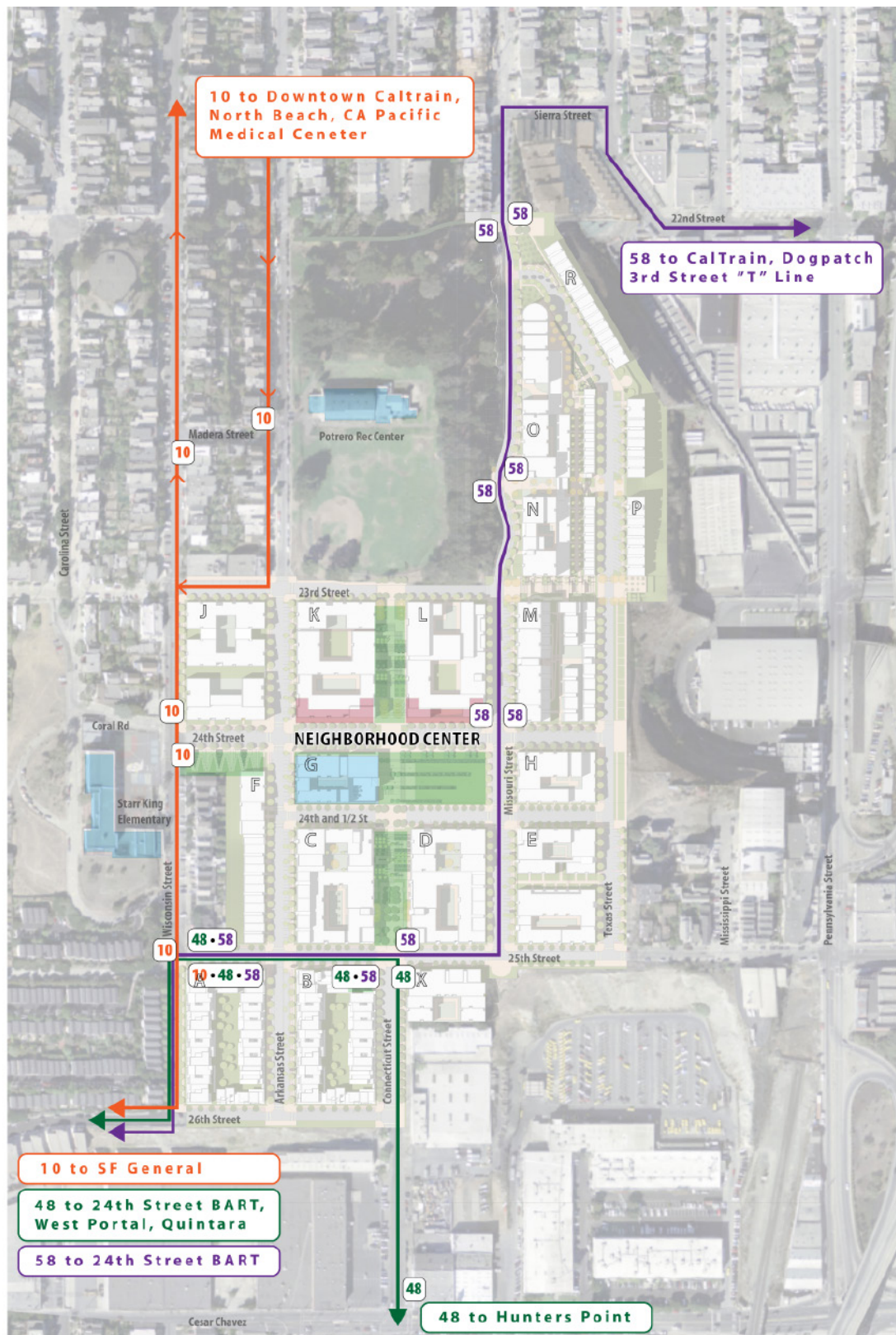
According to SFMTA's MUNI Forward, MUNI service through the new neighborhood will include the 10, 48 and 58 lines. The 10 and 48 lines are currently in operation and the 58 line will commence operation in 2016. The following proposed routes and bus stop locations were preliminarily approved by SFMTA and are shown on the MUNI Route Diagram:

- The 10 will use Wisconsin Street.
- The 58 will transverse the project along Missouri and 25th Streets with stops at 22nd Street, at the top of the Missouri Overlook, 24th Street, Connecticut, and Wisconsin Streets.
- The 48 will be limited to the southern portion of the site with stops along 25th street at Connecticut and Wisconsin Streets.

Interim routes and bus stop locations will be coordinated with SFMTA once a final phasing plan is established.

The proposed circulation system creates as many connections as possible with existing infrastructure and provides for potential future connections that are outside of the jurisdictional purview of this plan. Potential future connections include a stair connecting 23rd and Connecticut to the top fields at the south end of the Potrero Rec Center (located on property of SF Recreation and Parks Department), and a stair linking Missouri Street to 22nd Street (located on private property, see appendix A3). The latter would provide improved access to the CalTrain Station and T-Third Street Light Rail.





**MUNI BUS ROUTE DIAGRAM (POST MUNI FORWARD IMPLEMENTATION) - FIGURE 3.2.2**







OPEN SPACE CONCEPT PLAN - FIGURE 3.3







Aerial Perspective - After

### 3.3 OPEN SPACE CONCEPT

The open space concept builds off of the street network, urban design and circulation concepts to locate a variety of open space types throughout the project site and create new connections to the existing open spaces in the neighborhood.

Safe, active and inviting public spaces are key to the success of a new neighborhood. The new parks are designed and developed as part of the existing open space network, including Starr King Open Space and Potrero Hill Recreation Center. These new and existing open spaces will be connected by tree lined streets and generous landscape stairs, which in turn link to private stoops, porches, entry courts and courtyards. Together these landscape and streetscape elements constitute a central cross of open spaces along 24th and Connecticut Street that connect the project area to the surrounding neighborhoods.

Smaller parks are located on Block B and at the confluence of Texas and Missouri Streets. Additional open spaces are created with generous pedestrian connections throughout the site. Stairs/terraces along Connecticut and 23rd Street provide unique open spaces with grand views to the south and east.

### 3.4 BUILDING FORM

The redeveloped neighborhood will be composed of a variety of building types, forms, and heights to create a vibrant and safe community with well-defined public streets and open spaces. The overall plan highlights the topography with larger stepping buildings located on the natural ridge and smaller stepping buildings on the slopes while maintaining key view corridors. Mixed-use, mid-rise buildings are located on 24th Street to emphasize the importance of the neighborhood core and the Connecticut Stair connection to the Potrero Hill Recreation Center. Walk-up buildings step up along the eastern edge and are used to transition between the surrounding neighborhood and the new development.





Senior Housing



Townhouses over Flats



3 Story Stacked Flats



Podium Courtyard with Unit Entries

## BUILDING TYPES

A range of building types will be used to provide for a variety of living arrangements including street and courtyard walk-ups, townhouses, and corridor/elevator buildings.

## BUILDING HEIGHTS

Building heights will vary throughout the site with taller buildings located to take advantage of natural topography while preserving view corridors. Lower three story buildings will transition to the existing housing neighborhoods. All buildings will step with the topography of the site.

## 3.5 LAND USE

Land uses will be restricted to those permitted by the Planning Code and the General Plan as well as a Special Use District (SUD) that will be established to allow retail and community services, among other things.

Location of land uses will generally adhere to the Land Use Concept Plan.

## 3.6 HOUSING

The development will include both rental and for sale housing, both affordable and market rate. In keeping with the goal of creating a true mixed income community, affordable and market rate buildings will be distributed throughout the site with the quality of design indistinguishable.

## REPLACEMENT AND AFFORDABLE RENTAL

The 598 public housing units will be replaced on site. Approximately 535 of these units will serve public housing-eligible individuals and families in one to four bedroom units. Approximately 65 will be for seniors. Additional affordable units will serve higher income individuals and families who qualify under the Low-Income Housing Tax Credit (LIHTC) program. Each affordable building will contain a mix of public housing residents and LIHTC residents.

## MARKET-RATE AND MIXED INCOME

Several parcels may be sold to for-profit developers to build market rate housing.

## SENIOR HOUSING

A building exclusively for seniors is planned to be located on the main commercial street so that seniors will have easy access to the services and amenities located at the center of the development. The senior building may be part of a mixed-use building with community uses.

### PARKING APPROACH

The Special Use District (SUD) and the Development Agreement will govern the number of parking spaces required. The amount of off-street parking provided in individual buildings and on individual blocks will be a function of site-specific conditions and overall feasibility.

Car-sharing spaces will meet Planning Code requirements on a block-by-block basis.

All parking spaces will be unbundled and sold or rented separately.

In addition to structured parking, there will be an ample supply of on-street spaces. Many of the north-south streets will have 90 degree parking to take advantage of the street width to maximize available on-street parking. Parking on 24th Street adjacent to the retail and community center will be back-in angled to enhance bicycle and pedestrian safety.

### TDM STRATEGY

The Rebuild Potrero transportation demand management (TDM) strategy involves both active and passive methods. The design of the neighborhood alone is a great step forward to promoting and encouraging more efficient use of transportation uses. The neighborhood design will promote pedestrian activity through the design of the street and open space network, the inclusion of a neighborhood center including retail and restaurants, and access to MUNI transit lines at key neighborhood locations. Active methods may include providing car-share spaces, promoting transit use through offering reduced-cost transit passes, and having the Master Homeowners Association regularly distribute transit information. The final TDM strategy will be developed as part of the entitlement process.



Green Streets



Solar Shading



Wind Turbine



Community Garden

### Sustainability through Integrated Design



Human Health



Health of Community



Health of Natural World

## 3.7 SUSTAINABILITY

Creating a model sustainable community is one of the key goals of the redevelopment. An integrated design approach looks not only at the future of the built environment, but the health of individuals and community in and surrounding the development. The following tools and resources helped 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 sustainable neighborhood design. The scale of the redevelopment offers a unique opportunity to address these principles in an existing urban environment and the goal is to create a LEED ND Gold community.

### SAN FRANCISCO GREEN BUILDING ORDINANCE

The San Francisco Green Building Ordinance sets green building requirements for all newly constructed buildings in San Francisco. The development will fully comply with the standards and exceed requirements where possible.

### GREEN POINT RATED

Required under the SF Green Building Ordinance, 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 Ordinance 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 Potrero 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 as recommended by the San Francisco Indicator Project, formerly the Healthy Development Measurement Tool (see <http://www.sfindicatorproject.org/>). The DPH evaluated baseline conditions and provided community level health data using a number of public health indicators for Potrero and the surrounding neighborhood and proposed recommendations to help inform the master planning with the aim of creating a ‘health-promoting’ community.

### OTHER REQUIREMENTS

The affordable housing component of the development will meet all required criteria of applicable funding programs. For example, the LIHTC program requires funded housing to meet minimum construction standards and sustainable building methods. These will be achieved based on the criteria in place at the time funding applications are submitted.

### CALGREEN

The first statewide sustainable building code went into effect in January 2011.

### 3.8 STORMWATER

The redevelopment of the Potrero Terrace and Annex will improve stormwater management by incorporating Low Impact Development strategies into the site design and by utilizing a variety of Best Management Practices.

Due to the geological challenges of the serpentine rock that covers a majority of the site, there are limited opportunities to infiltrate stormwater on site. A comprehensive Stormwater Mitigation Plan will be developed for the entire development at the appropriate time.



Solar Photovoltaics



Low VOC Interiors



Sustainability Community Meeting Focus Group



Bicycle Ridership and Car Sharing

## Part 3

# Development Controls and Design







# Guidelines

## Implementation

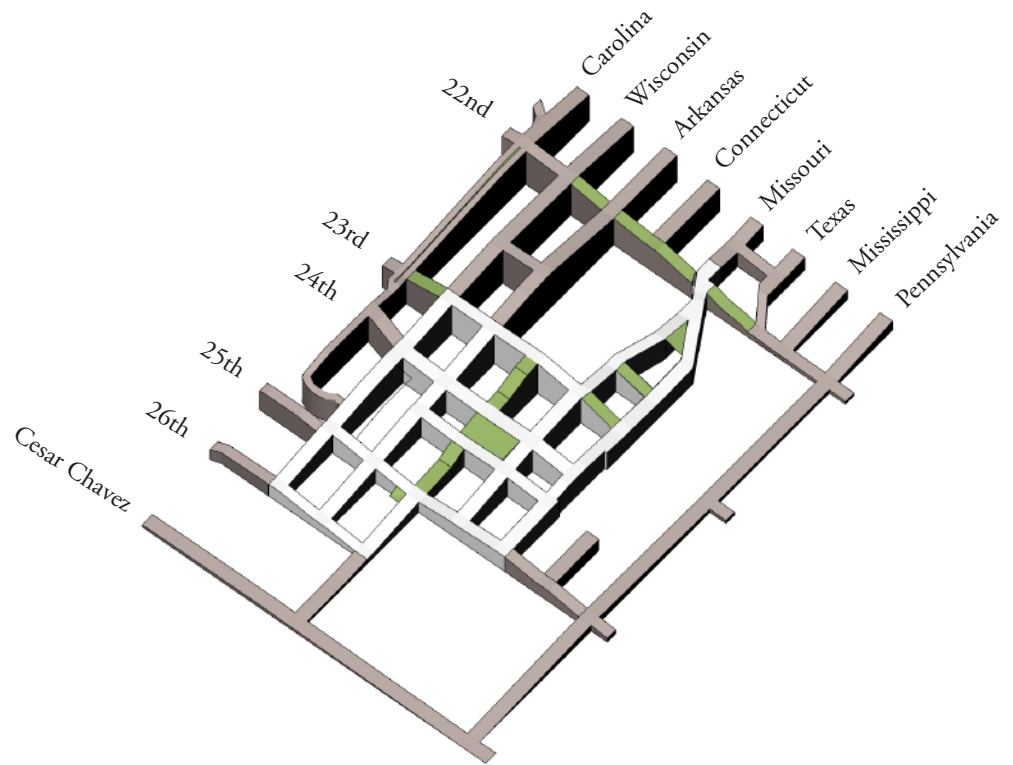
The purpose of this section of the Design Standards and Guidelines is to set forth requirements and recommendations for site planning, street and open space design, and building design. This chapter is regulatory and, by reference, is an extension of the San Francisco Planning Code. The regulatory basis of this document, its implementation and design review processes, can be found in Planning Code Section 249.76.XX, the Hope SF Potrero Special Use District.

The chapter provides development requirements as “Controls” and “Guidelines”.

**Development Controls** Controls are described as measurable quantitative requirements and generally must be met. The SUD includes provisions on how controls can be modified through the design review process.

**Design Guidelines** In most cases, guidelines are described as non-measurable non-quantitative requirements. Though not measurable, such guidelines are required to be met. In reviewing and approving design review applications, the Director has discretion in determining if the clear intent of the guideline has been sufficiently met. However, guidelines are sometimes described as a suggested way to meet a particular design objective. In such cases, the guideline does not need to be followed as long as the overarching design objective has been met.





## 4. Streets, Stairs and Open Space

This chapter outlines the details of the street, stair and open space network described in Chapter 3: Urban Design Concept.

### 4.1 STREET DESIGN

Streets are an important element of any neighborhood. The new streets of Potrero are designed to be safe and accommodating to all, with wide sidewalks, shade trees, and expansive Bay views. Each individual street type shall be built to the specifications of the applicable street section provided. The Controls and Guidelines below apply to all street sections. Description and design intent are described for each street. Review of final design of streets will be facilitated by San Francisco Public Works. Streets design described here is consistent with the Master Infrastructure Plan.

#### Development Controls

1. The following street sections represent a design vision for each individual street type. Each street shall be built to the specifications of the applicable street design provided per terms of the Development Agreement and MIP.
2. Streets shall be provided at locations specified in this document. All streets must be through streets unless otherwise indicated, with full access by the public at all times. Private drives or parking entries may not be substituted for streets.
3. Street design shall adhere to the standards contained in the Better Streets Plan(BSP) except as otherwise specified in this document.
4. Sidewalk throughways, where provided, shall be no less than 6 feet in width.



Site Plan - Figure 4.1





Buildings step up street.



Perpendicular parking with planters.



Tree Lined 'Green' Streets



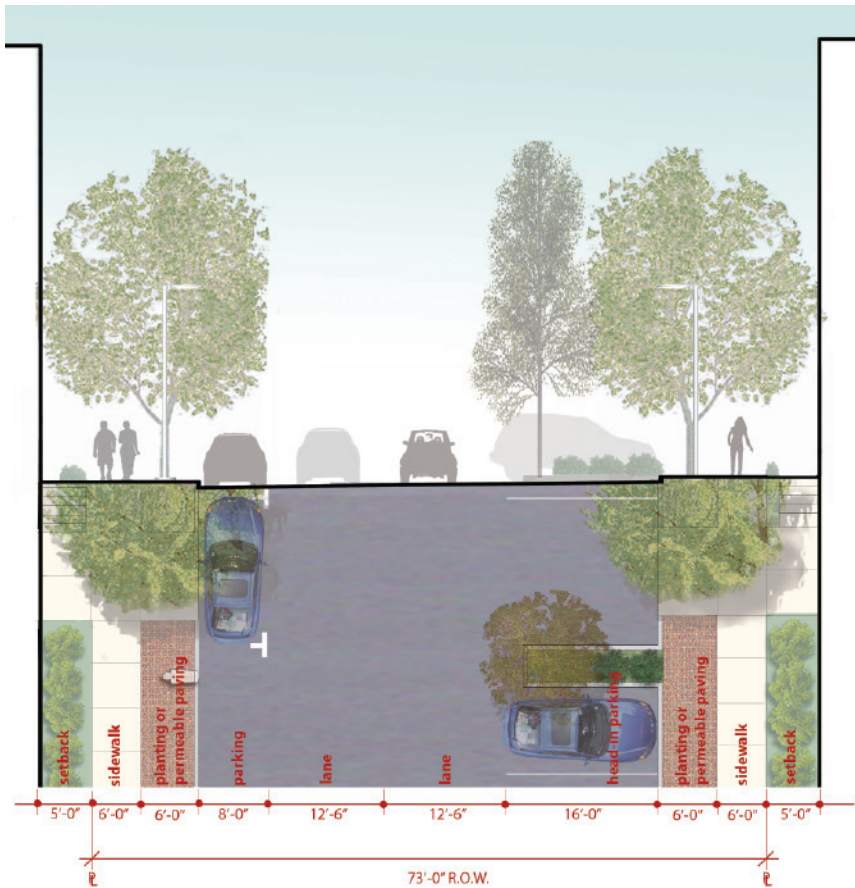
Traffic Calming

5. 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, utilities, tree species, lines of sight, architectural and other issues. Streets located along cliff edges are exempted on the cliff side.
6. Corner bulbs and sidewalk bulb-outs (where provided) shall be designed consistent, BSP, San Francisco Public Works and other City specifications to accommodate use of mechanical street sweepers, San Francisco Fire Department and San Francisco Municipal Transportation Agency regulations.
7. Street lighting shall be designed to be well lit for pedestrians and the sidewalk and not just for vehicles and the roadway.
8. All utilities on new streets shall be located underground.
9. Utility boxes, backflow devices, and other mechanical equipment shall be placed in unobtrusive locations.
10. Projections or obstructions from structures into the public rights of way shall be limited to those permitted in the San Francisco Planning Code.

### Design Guidelines

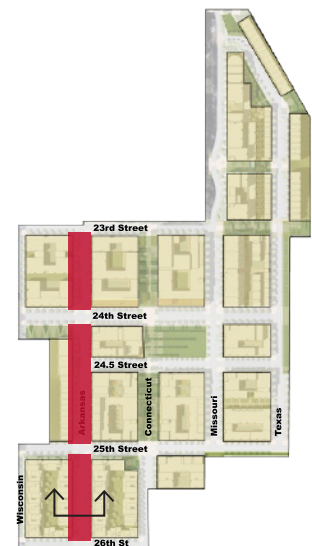
- a. New public streets should be designed to support all modes of circulation: walking, bicycling, automotive, and anticipated parking needs.
- b. The least steep streets will provide key bicycle connections to existing City bicycle networks and have the ability to be signed and marked as Class III Bicycle Routes in the future.
- c. All intersections should be designed with corner bulb-outs to slow traffic unless deemed infeasible for emergency vehicles or bus circulation. Bulb-outs should be planted with native and/or drought-tolerant plants, and offer seating areas and opportunities for installation of public art where appropriate.
- d. New public streets should utilize consistent sidewalk design (color, pattern, etc.), well-designed street furniture including seating, waste receptacles and pedestrian-scaled street lights.
- e. Street furniture selections should be consistent with other open space design elements throughout the site.
- f. Utilize paving material with a Solar Reflectance Index (SRI) of at least 29 for more than 50% of paving (including 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 should generally be consistent along the length of 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 4.4 for Proposed Tree Species and Street Tree Planting Diagram.
- h. One perpendicular planting strip should be located at least every 80' where perpendicular parking spaces are located.
- i. Street parking can be converted to landscaped parklets subject to the City's regulations and process for such conversion.



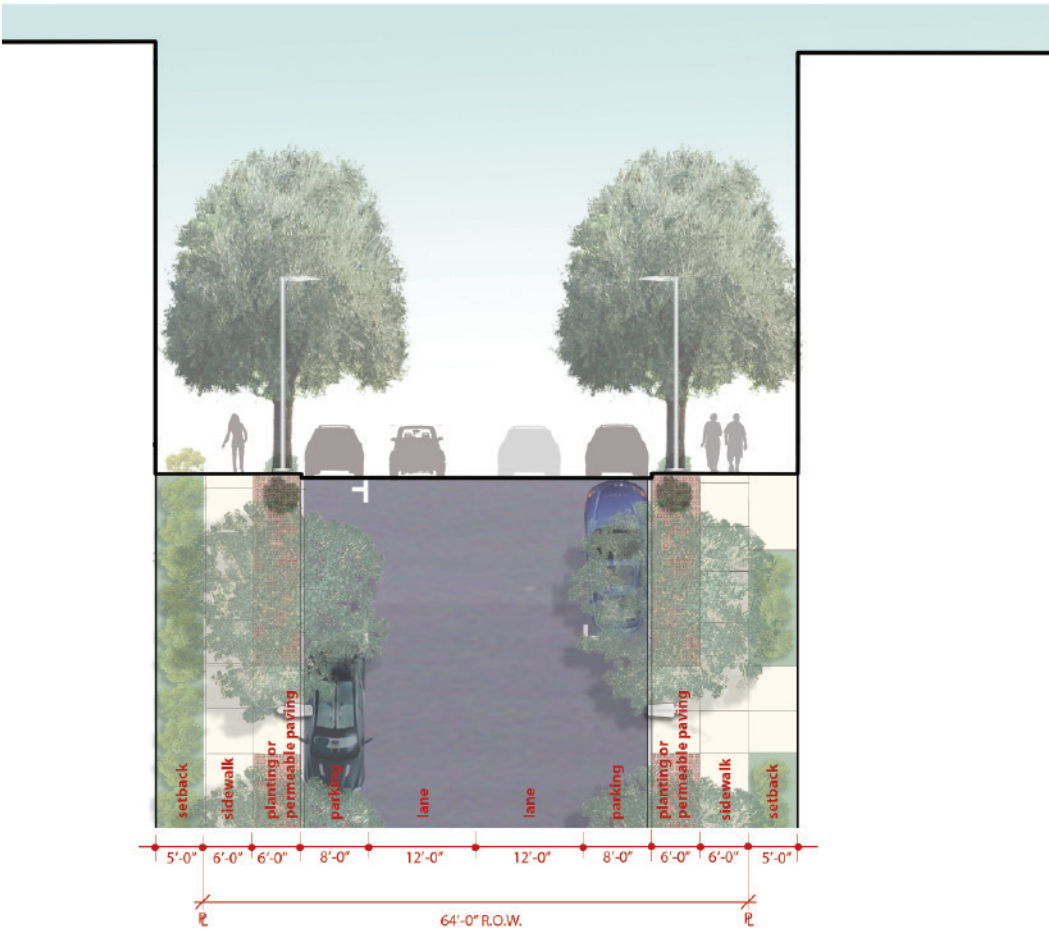


#### 4.1.1 ARKANSAS STREET

The north/south typical street is an extension of the approximate 80' building to building dimension typical on N/S streets throughout Potrero Hill. The street section will include a combination of perpendicular and parallel parking.



KEY PLAN



4.1.2 TYPICAL PARALLEL PARKING STREET

The typical east/west typical street is an adaptation of the 66' building face to building face for east/west streets typical on Potrero Hill. Connecticut Street between 26th and 25th Street will use the same street section. The eastern existing curb will remain in its current location.



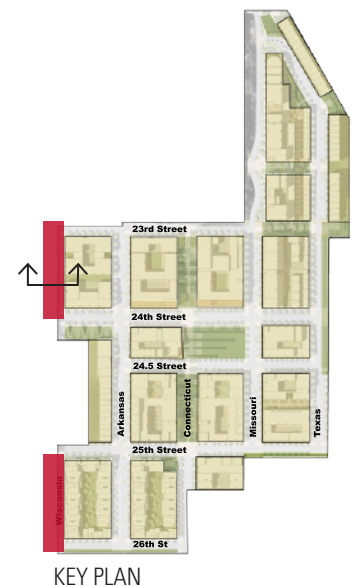
KEY PLAN



### 4.1.3 WISCONSIN STREET

Wisconsin between 24th and 23rd Streets currently has a 50' curb to curb dimension with two traffic lanes and parallel parking on each side of the street. The proposed street section changes the parallel parking lane on the east side of the street to perpendicular parking with bulbouts located at the corners with 24th and 23rd Streets.

Wisconsin Street between 26th and 25th Streets will hold the existing curb on the west side of the street adjacent to existing homes. The curb on the east side of the street will be moved to make room for perpendicular parking. The width of the travel lanes will vary since the western curb is not parallel to the street grid and eastern curb.



KEY PLAN





#### 4.1.4 24TH STREET

The outer segments of 24th Street provide important pedestrian connections between Starr King Elementary School and Starr King Open Space to the Texas Street open space and the 24th Street community core. The special nature of these blocks is expressed with expanded setbacks, widened sidewalks and the Squiggle Park.



KEY PLAN



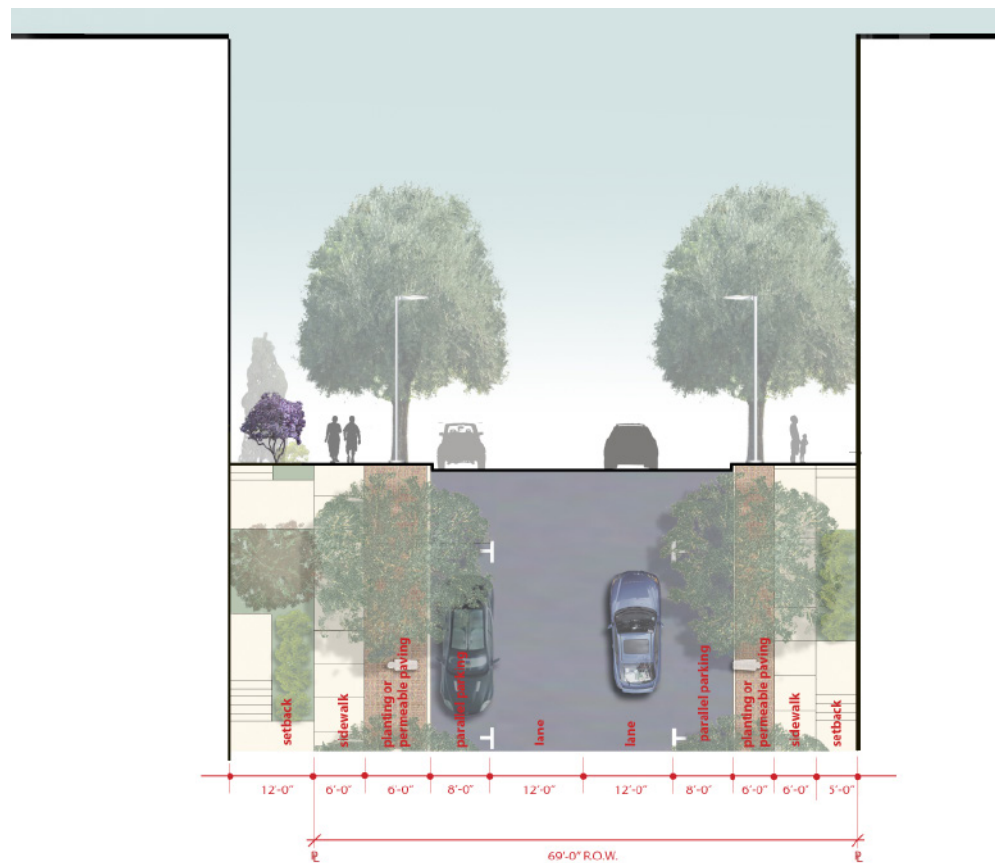
#### 4.1.5 24TH STREET BETWEEN ARKANSAS AND MISSOURI

24th Street between Arkansas and Missouri represents the retail and community core of the development. The street is designed with extra wide sidewalks and diagonal street parking. Adjacent to the park, the expanded 10 ft setback area located on the south side of the street is envisioned as a series of “outdoor rooms” with space for picnic areas, play structures and art installations. The expanded sidewalk on the north side of the street fronts the retail/flex spaces to provide opportunities for cafe and restaurant seating. Bulb-outs should be located where MUNI stops are located.

Diagonal back-in parking is located on the north side of the street to provide convenience parking for the adjacent retail and community uses.



KEY PLAN



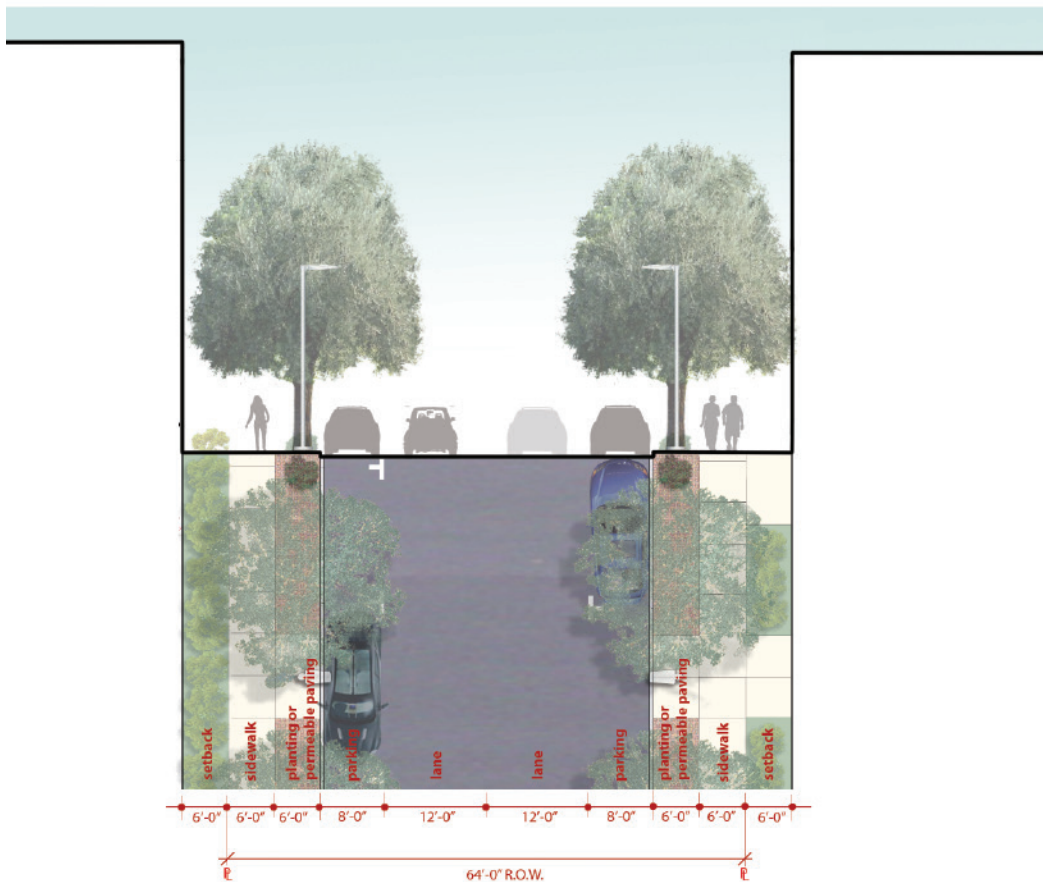
#### 4.1.6 25TH STREET BETWEEN WISCONSIN AND CONNECTICUT

25th Street between Wisconsin and Connecticut Streets has an expanded minimum setback on the south side of the street to enhance the pedestrian connection to the existing neighborhood west of Wisconsin Street.



KEY PLAN



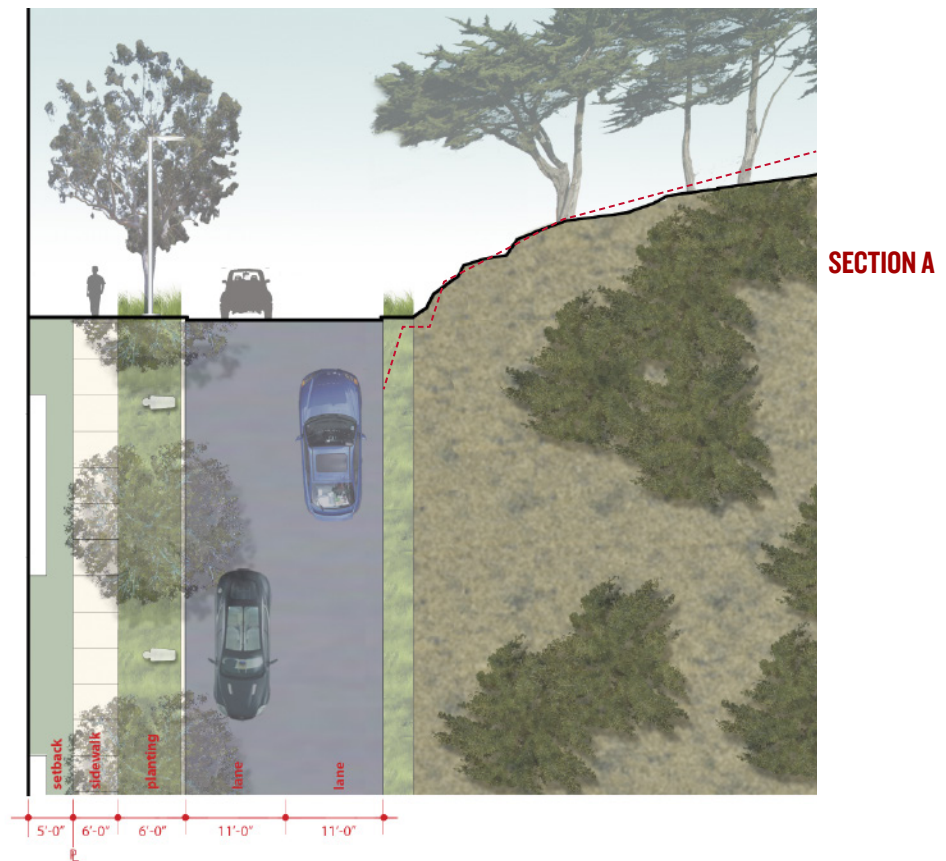


#### 4.1.7 MISSOURI STREET BETWEEN 25TH AND 23RD STREETS

Missouri Street between 25th and 23rd Streets will be built similar to the typical parallel parking street with a one foot wider setback from back of walk to building face.



KEY PLAN



#### 4.1.8 23RD STREET AND MISSOURI STREET

The design of 23rd and Missouri Streets focuses on leaving as much of the existing hillside intact as possible. Due to site conditions, sidewalks on the park side of the street are not required. Missouri Street chicanes north of 23rd street to reduce traffic speed with a MUNI bus stop located at the apex of the chicane.



KEY PLAN

#### Design Guidelines

- The preferred design for the west side of Missouri Street north of 23rd Street is to have the natural rock exposed by the cut to existing grade to be exposed. More geotechnical analysis is needed to determine structural integrity of the slope, post regrading.
- The secondary option for the design of Missouri Street north of 23rd Street should include a split retaining wall system with planing areas located adjacent to curb and between retaining walls.
- The design of the west side of Missouri Street should maximize planting.

### 4.1.8 OPTION 1 - CAPPED ROCK

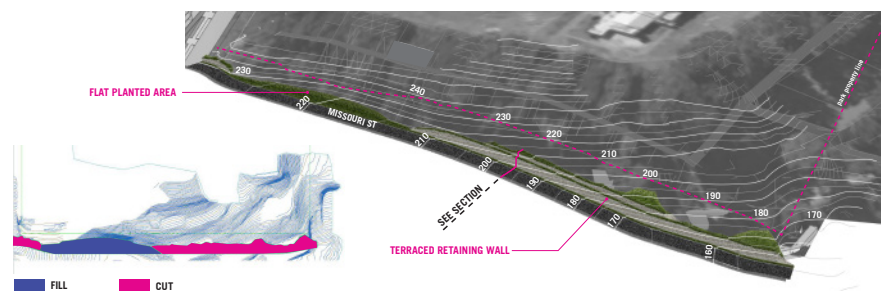
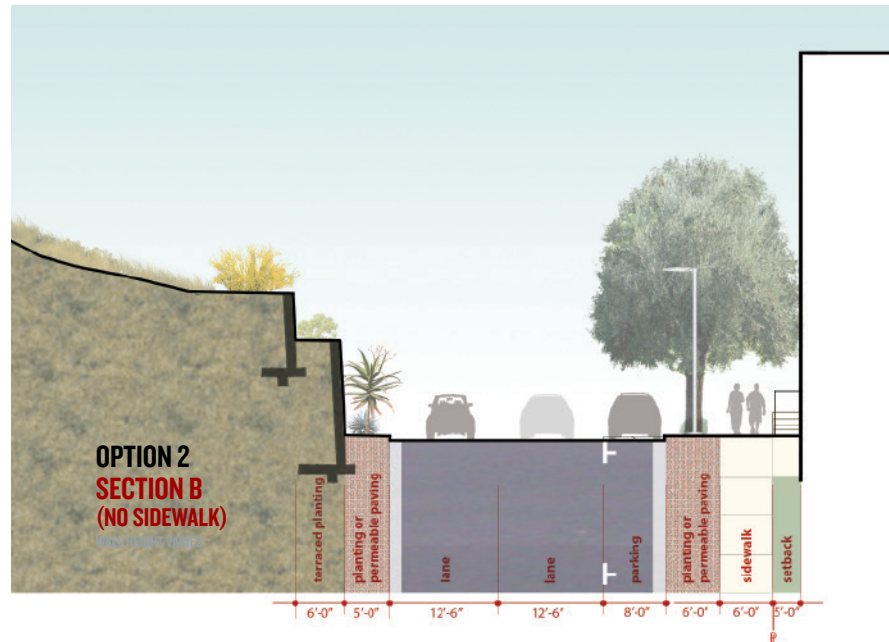


If structurally sound, cut rock should be exposed.

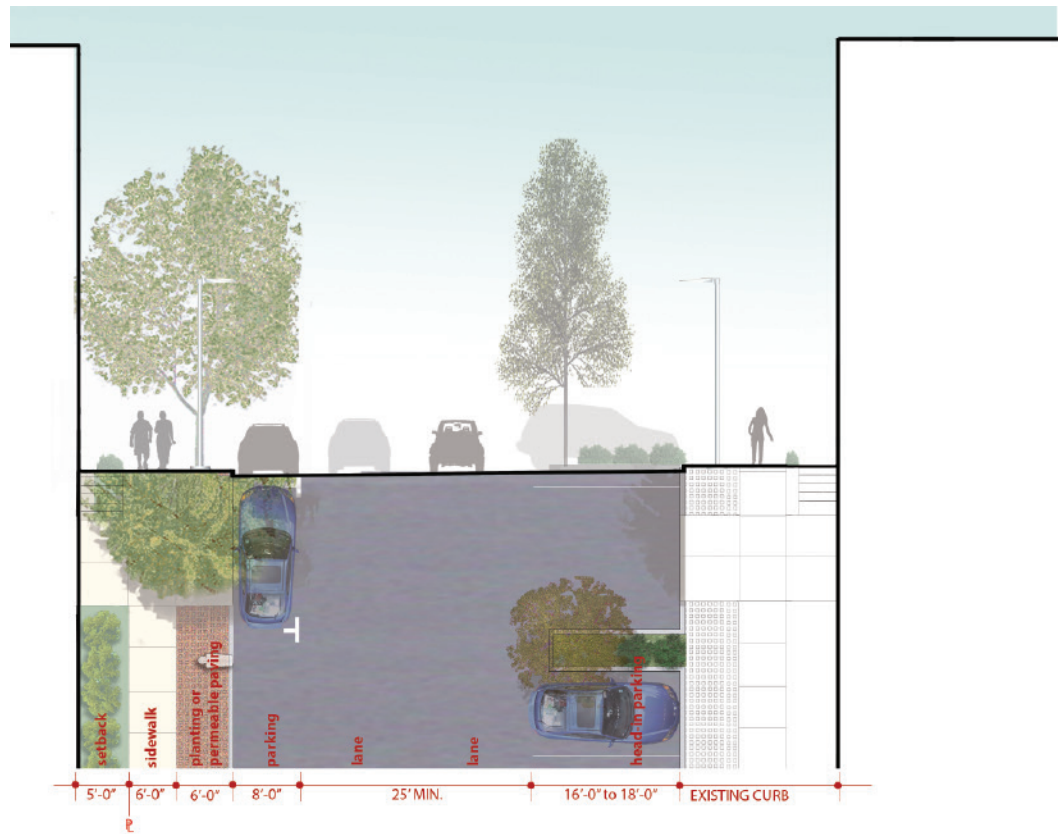


Decorative metal mesh may be needed to protect against falling rock.

### 4.1.8 OPTION 2 -RETAINING WALLS







#### 4.1.9 TEXAS STREET BETWEEN 25TH AND 24.5 STREETS

The final configuration of Texas Street between 25th and 24.5 Streets may vary from the above configuration. The final configuration should be designed in coordination with adjacent landowners. The reconfigured Texas Street allows the opportunity to move the existing eastern curb west to provide for a new planting strip and maintain the existing perpendicular parking. As Texas Street approaches 24.5 Street to the north, the eastern parking configuration may change from perpendicular to parallel parking to allow for parts of the existing topography to be maintained.



KEY PLAN

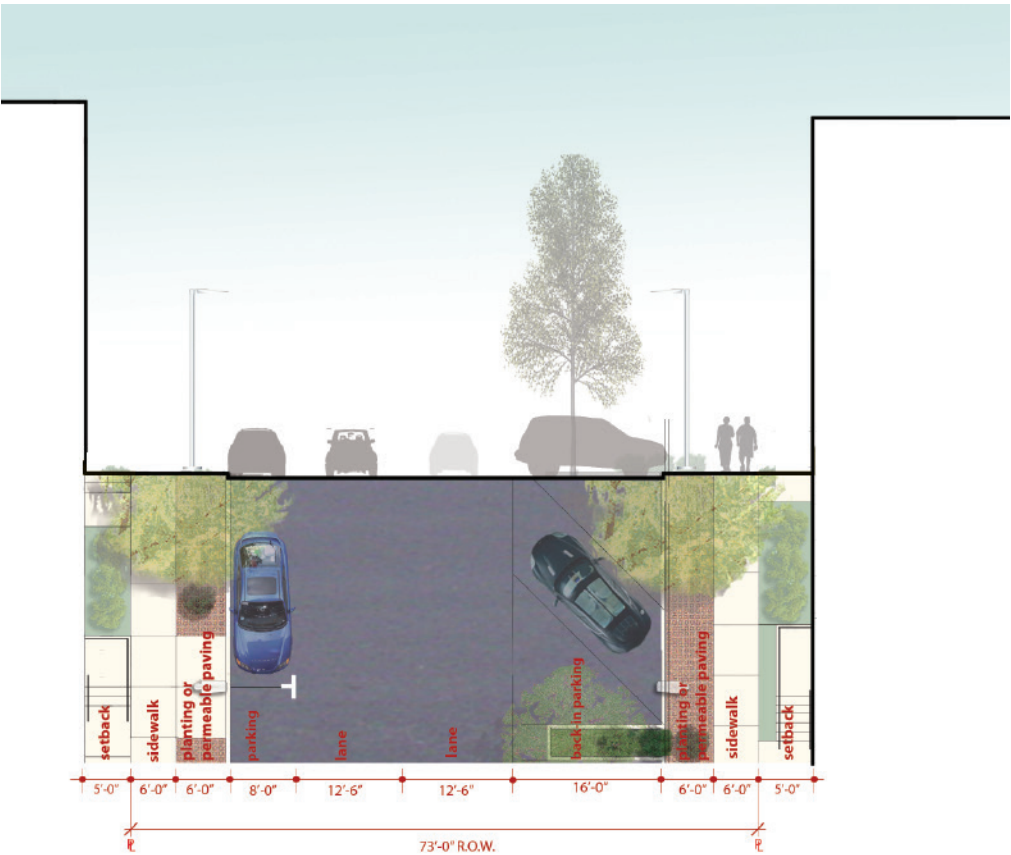


#### 4.1.10 TEXAS STREET @ GARDEN

Texas Street, adjacent to the Community Garden, provides a unique opportunity for views and stormwater management. Parallel parking is located on the building side of the street. The community garden is on the east side of the street with a vegetated-swale buffer and sidewalk providing access to the garden.



KEY PLAN



4.1.II TEXAS STREET

The northern section of Texas Street includes back-in diagonal parking on the east side of the street.



KEY PLAN





25th Street looking West



25th Street looking East



26th Street looking West



26th Street looking East

### 4.1.12 STREETS AT CLIFF EDGES

Due to restricted space and severe terrain challenges, cliff edges tend to feel abandoned and often become filled with trash and broken fencing creating an unpleasant foreground to the panoramic view beyond. These unique conditions provide tremendous landscape opportunity and need careful attention. Edges should be transformed into usable spaces that provide amenities for the neighborhood, including view seating and planting.

#### Development Controls

1. The Community Garden shall be publicly accessible and remain open during daylight hours, at a minimum.
2. Within the constraints of the topography and through the use of retaining walls, overlooks shall be designed to create flat outdoor space.
3. A safety fence is needed along the cliff edge of overlooks due to the dangerous topography.
4. Terraces shall step down in a way that minimizes the impact of safety fencing on the view.
5. Openings in safety fencing shall not be wider than 4" in width or in height.
6. Where terracing cannot be achieved, safety fencing shall be designed to provide adequate transparency and/ or frame views while meeting safety requirements.
7. Where large trees are shown, provide 3' depth of import soil in continuous trenches to replace the serpentine soil to ensure tree health and longevity.
8. Existing vegetation on embankments that is disturbed by construction and re-grading shall be restored with restoration planting.
9. Plantings shall meet City guidelines for context and ecologically appropriate vegetation.

#### Design Guidelines

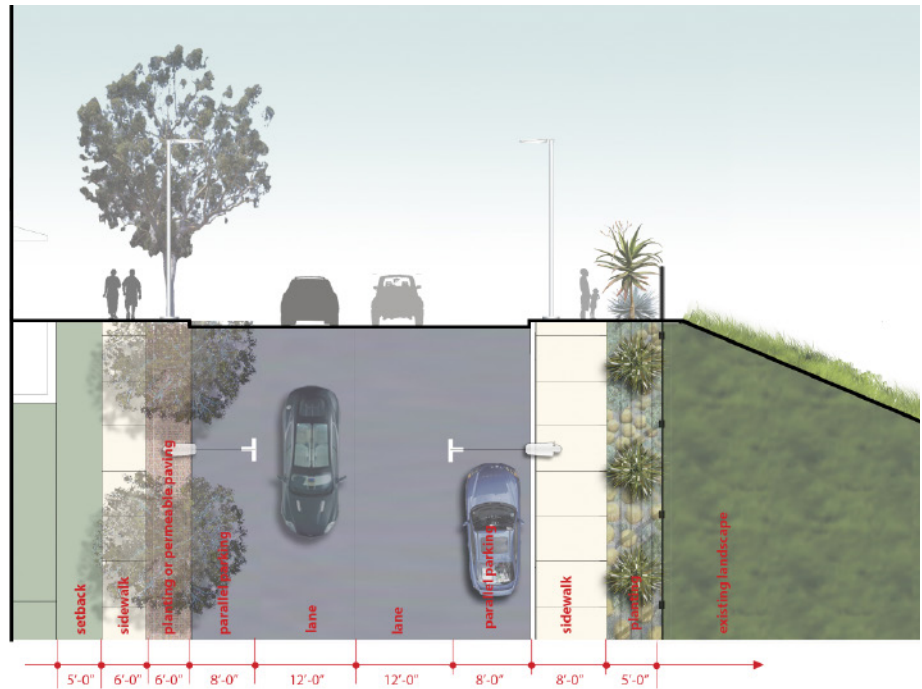
- a. Site furnishings and safety fencing should be designed and/ or selected to form a coherent family of elements for the entire site. Pedestrian scale lighting should balance safety and energy efficiency.



#### 4.1.13 26TH STREET AT CLIFF EDGE

The 26th Street Overlook is located along 26th Street between Connecticut and Wisconsin Streets with views to the south. Due to limited width, parallel parking is removed from the south edge to allow for a wider planting zone. Special marker lights should be provided at the intersection of Arkansas and 26th Streets to clearly designate the “T” intersection.





KEY PLAN

#### 4.1.14 25TH STREET AT CLIFF EDGE

The 25th Street Overlook is located along 25th Street between Texas and Missouri Streets and has a panoramic view to the south. The sidewalk is to be located adjacent to the curb with planting provided on the south side of the sidewalk to create a buffer between the sidewalk and the cliff edge. Special marker lights should be provided at the intersection of Missouri and 25th Streets to clearly designate the “T” intersection.





### 4.2 PARKS AND STAIRS

This section describes the publicly accessible parks and stairs within the master plan and sets design standards for their execution. The plan establishes the framework for several parks throughout the development. A  $\frac{3}{4}$  acre Central Park and several other parks will provide an array of active and passive recreation opportunities for project and neighborhood residents. Landscaped stairs and terraces provide usable open space and safe, attractive linkages to neighborhood destinations where topography prevents street connections.

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 should include a community process to solicit feedback on potential designs.

#### Development Controls

1. The 24th Street Central Park, Squiggle Park, Texas Street Garden and Gateway Open Spaces shall be provided in the locations shown on the plan.
2. Stairs shall be provided at the locations shown in the plans in order to provide views, a network of pedestrian connections between streets, and usable outdoor space.
3. All parks and stairs shall be visually and publicly accessible.
4. Within the constraints of the topography, parks shall be designed to create flat outdoor spaces, where possible.
5. Where trees are shown, provide 3' depth of import soil with appropriate soil volumes, to replace the serpentine soil and ensure tree health and longevity.
6. Stairs and terraces shall be well-lit at night to enhance safety and security.
7. Secure bike parking shall be provided at parks to encourage alternatives to autos.

#### Design Guidelines

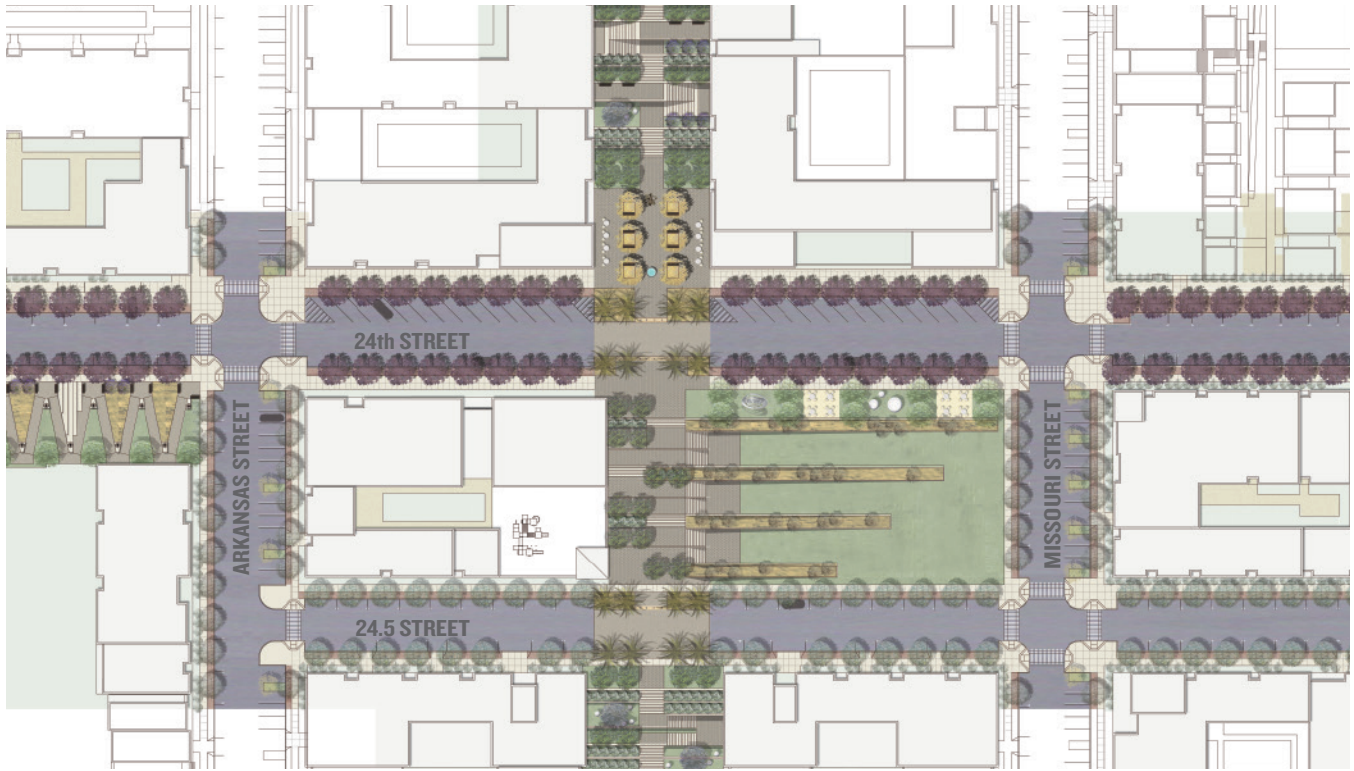
##### Amenities/Design

- a. Open spaces should provide ample play areas for children and seating for people of all ages including low walls, benches and stairs.
- b. Play equipment should be designed for a range of ages, and selected to complement the design of the open space by integrating with the topography of the site.
- c. Stairs and terraces should be laid out in a way that minimizes guardrails and walls that obstruct views.
- d. Site furnishings should be designed and/or selected to form a coherent palette of elements for the entire site. Pedestrian scale lighting should balance safety and energy efficiency.
- e. When possible, retain artists during the park design process to incorporate art elements into the parks and open spaces.
- f. Private stoops, porches and private courtyard entries should open onto the stair terraces as much as possible to provide security and activate these spaces.
- g. Bike channels should be added to stairs where appropriate to provide access to open spaces, shared mews/courtyards or other spaces where bike parking is provided.

##### Water Usage

- h. Reduce the 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.
- i. Reduce water consumption for outdoor landscape irrigation by 50% from a calculated baseline for the site's peak watering month.





Neighborhood Center

#### 4.2.1 24TH STREET CENTRAL PARK

This concept for 24th Street Park is located at the middle of the new 24th street retail/community corridor and the center of the open space cross. To the east, it is connected to Starr King Open Space through the proposed “outdoor rooms” and Squiggle Park. To the north, it connects to Potrero Hill Recreation Center through the Connecticut Park Terrace. 24th Street Park is designed as a flexible open space with shared uses. Like San Francisco’s Dolores Park, it is positioned to take advantages of impressive views; in this case, views to the south. To conform to the topography, the park is envisioned to have a flat terrace along 24th Street and sloping flexible lawn along Missouri and 24-1/2th Street. It is envisioned to feature a series of generous landscaped stairs and flat lawn terraces with seating connects 24th and 24-1/2th Streets, integrating and disappearing into the sloping lawn. The upper park level along 24th Street will accommodate accessible parking and is envisioned to provide a series of “outdoor rooms” that orient towards retail/ commercial uses and the view. These landscape rooms will be shaded by a ceiling of tree branches and can be programmed for different usages such as art displays, a playground, and picnic areas. Stormwater features should be designed and integrated with the stair and retaining wall.

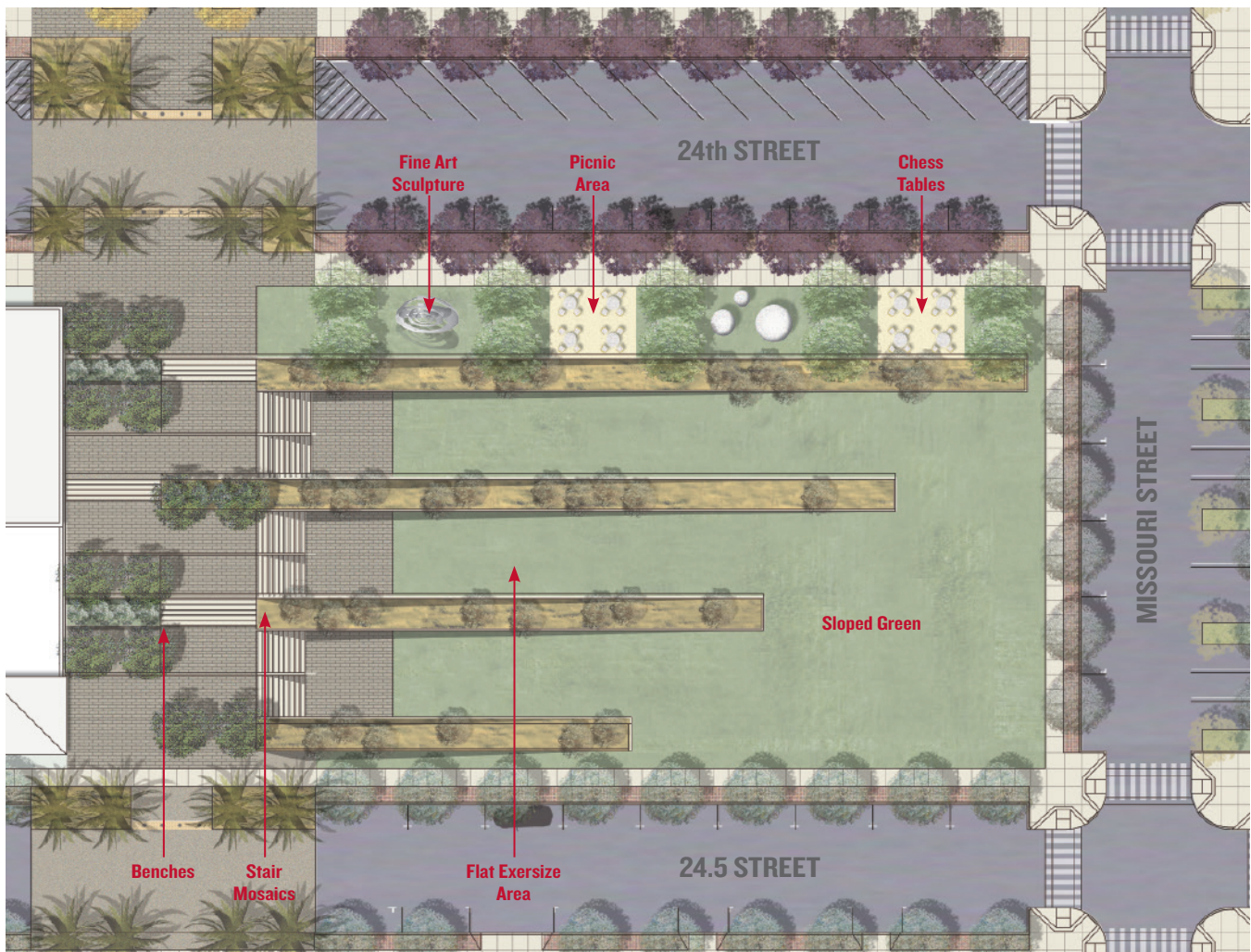


View of terraces from sloped green



View from terraces showing recessed seating area.





24th Street Central Park Concept Plan

### Development Controls

- Locate an accessible portion of the park adjacent to the sidewalk along 24th Street.
- Integrate the park with the design of the Community Uses in block G.



Connecticut Street Stair

24th Street Plaza and Connecticut Stair

#### 4.2.2 CONNECTICUT PARK TERRACE

Where Connecticut Street is too steep for automobiles, the Connecticut Street “right-of-way” is designed as a pedestrian connection between 25th Street and 23rd Street and through the Central Park. The Connecticut Park Terrace is a series of open spaces and stairs that connect 25th Street to 23rd Street.

##### 25TH TO 24TH STREET

Between 25th and 24.5 Streets, the park roughly follows the existing topography for the first 150’ and then transforms into a stair and terrace to climb up to 24.5 Street. Between 24.5 and 24th Streets the Connecticut Park Terrace merges with the 24th Street Central Park.

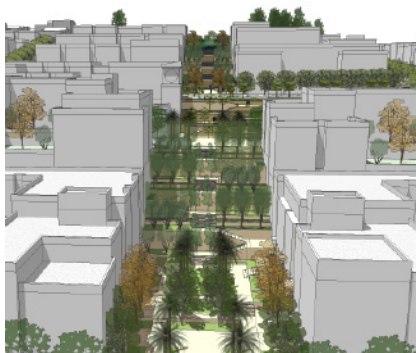
##### 24TH TO 23RD STREET

As envisioned, the Connecticut Park Terrace between 24th and 23rd Streets at the north will contain two small plazas at the top and bottom of the stairs. The plazas are connected by a series of terraces with seating and extensive planting, providing opportunities for passive recreation with views to the south. The 24th Street plaza at the bottom of the stair is flanked by small commercial uses with an allee of large trees and seating below. The plaza paving extends across 24th Street and is marked by a grove of palm trees, providing a marker and some civic character to this core area of the project. The 23rd Street Plaza will have more plantings compared to the 24th Street Plaza. There may be a double row of trees framing the view and a seasonal stormwater fountain integrated into the design of the plaza, stairs and walls.

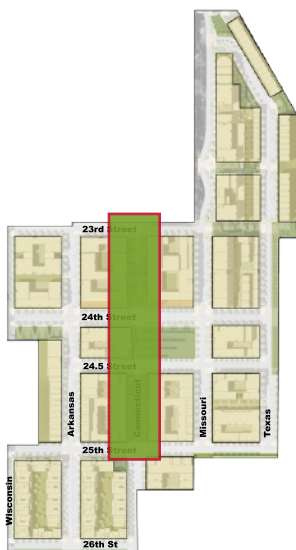
#### Development Controls

- a. The design of the stairs and terraces shall be integrated with adjacent building parcels.
- b. Flat usable park or plaza areas shall be located at the top and bottom of stair connections.

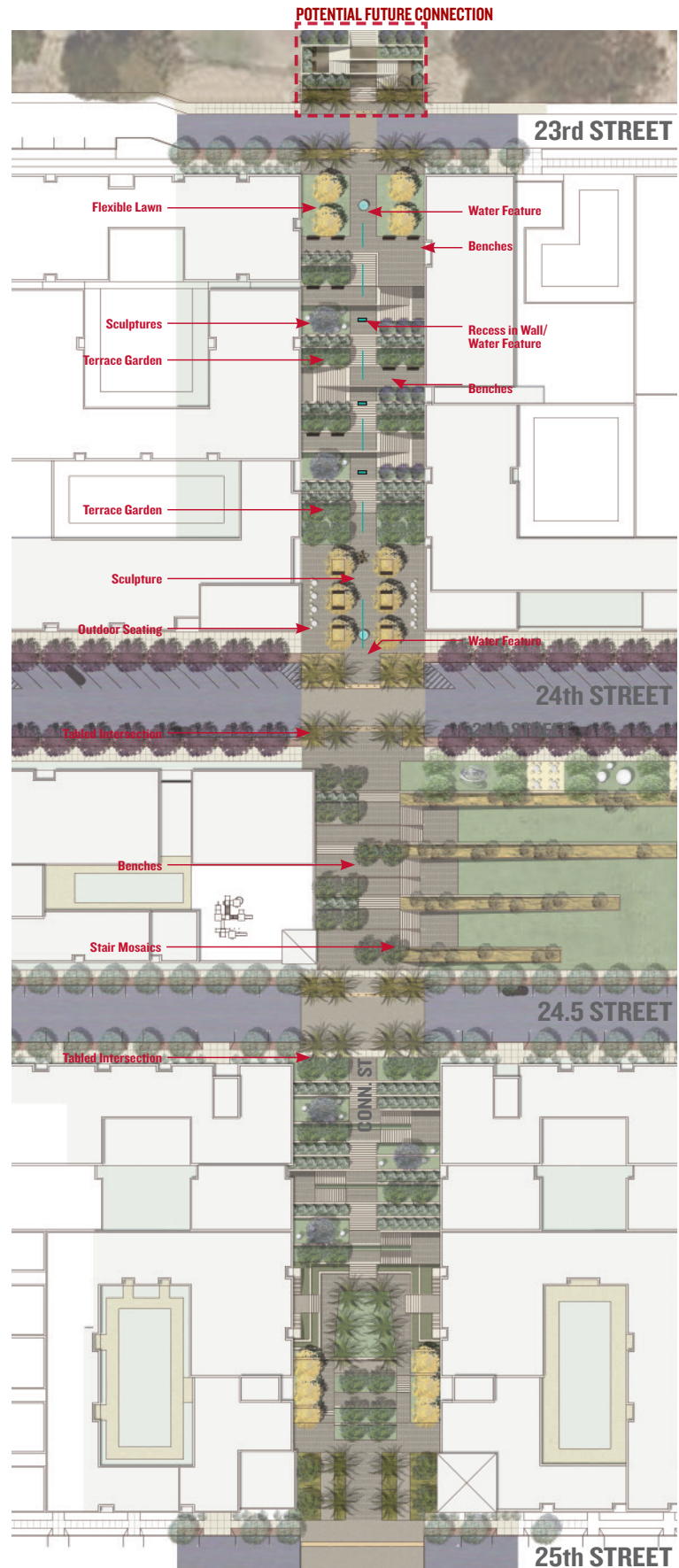




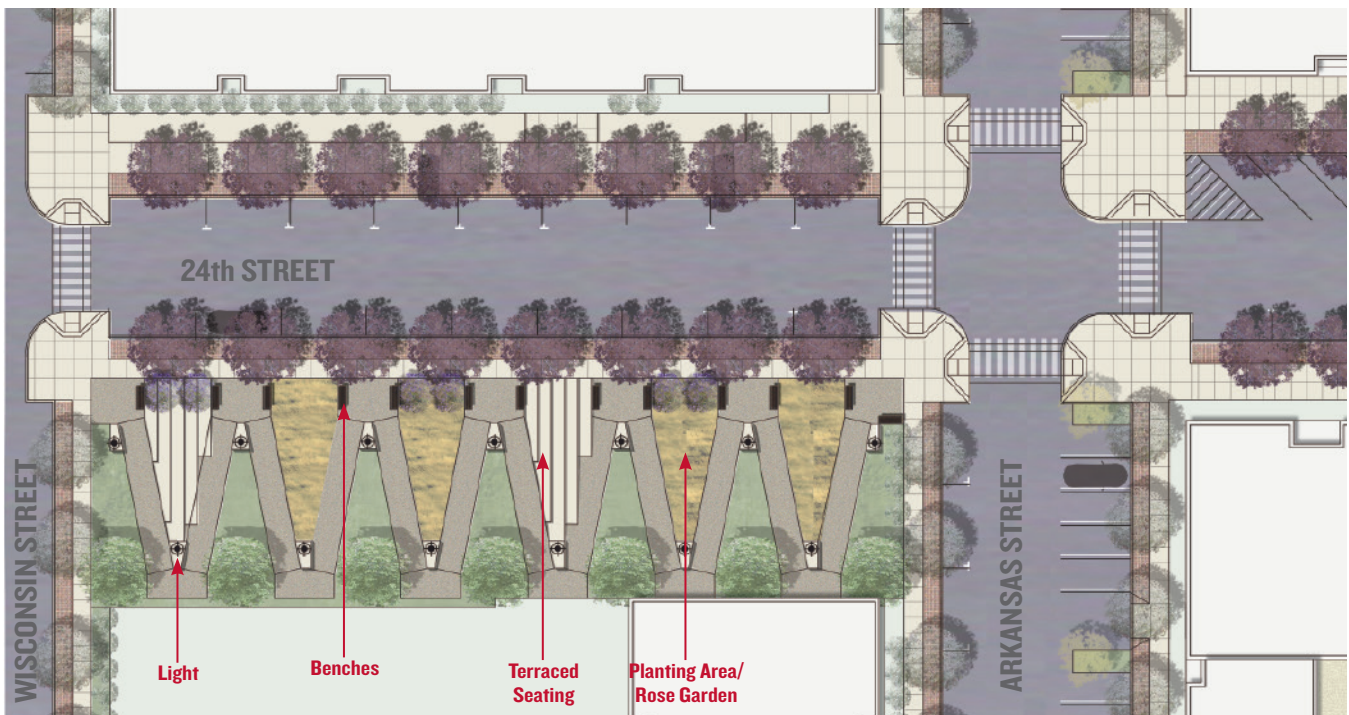
Connecticut Park Terrace



KEY PLAN







#### 4.2.4 24TH STREET SQUIGGLE PARK

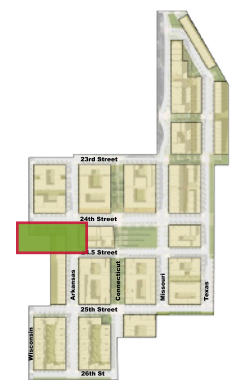
Squiggle Park is located at the western end of the 24th Street retail corridor and has an impressive view to the East Bay. It is bounded by 24th, Wisconsin and Arkansas Street. Because the portion of 24th Street between Wisconsin and Arkansas Streets slopes more than the maximum allowable slope for accessibility, a 5% accessible ramp is provided to accommodate an accessible connection between Starr King Elementary School and the Community Center. The park can be entered from all sides. The ramp meanders through the park, creating a series of experiences including terraced seating and sloped planting areas for gardening, horticulture and sculpture display. Seating and shade is provided where ramp landings engage the sidewalk.



Squiggle Park

#### Development Controls

- a. An accessible ramp shall be provided to link Wisconsin Street to Arkansas Street.



KEY PLAN



25th Street Minipark



View southwest from 25th and Connecticut Streets



View northeast from inside the park

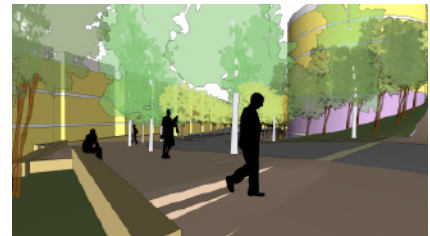
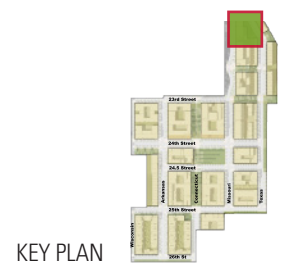
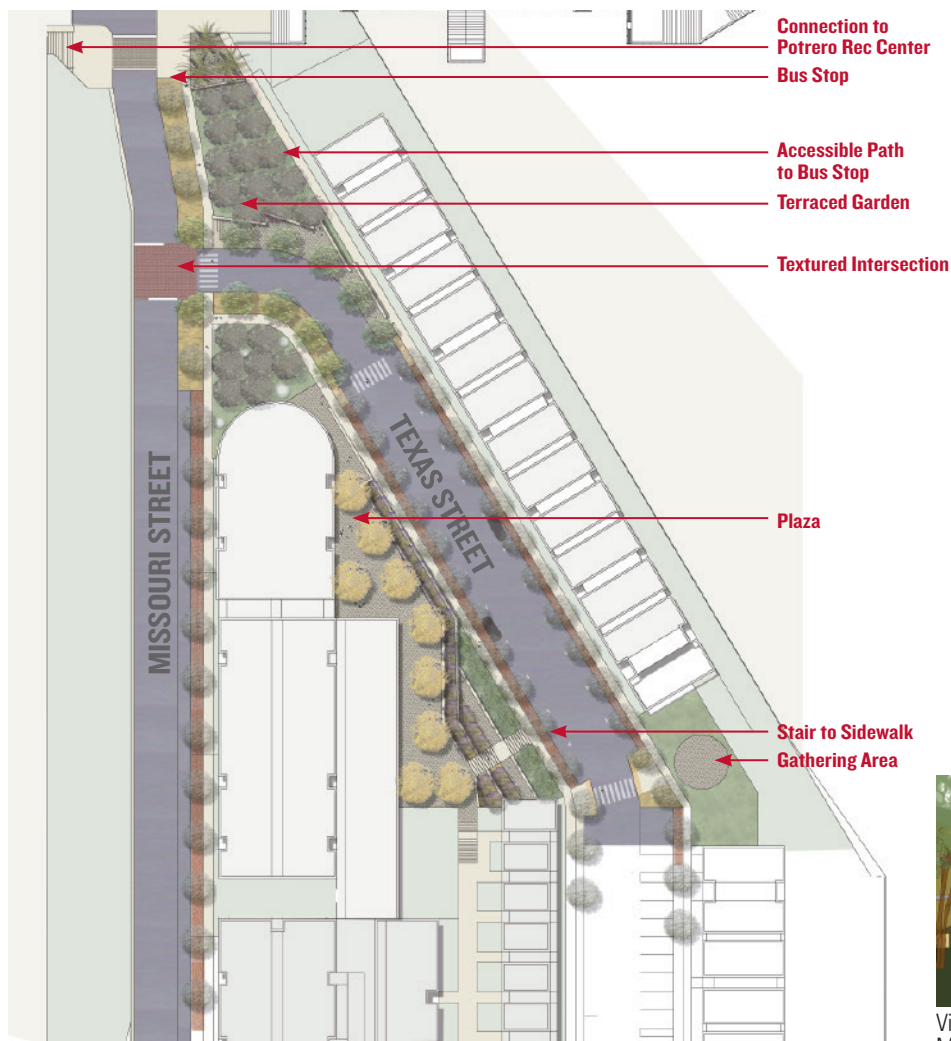


Accessible park entrance from corner of 25th and Connecticut

#### 4.2.5 MINIPARK

The Mini Park provides a small scale, safe, outdoor space for small children within short walking distance of the southwestern blocks. The mini park should be designed for intensive use with low fences, sculptural play equipment for children and a landscaped seating area for adults. See section 5.2 for details on size and location of the open space.





View of intersections between Texas Street and Missouri Street.

## 4.2.6 GATEWAY OPEN SPACE

The Gateway Open Space is a series of spaces at the northern gateway to the new development. As conceived here in the DSG, starting from the northern site boundary, small plazas should formalize links to the Potrero Rec Center within the 22nd Street right-of-way and to the potential off-property stair down to the Dogpatch Neighborhood. South of the plaza on the east side of Missouri Street a terraced garden should be located leading to the intersection of Missouri Street with Texas Street. The sidewalk running adjacent to the housing east of Texas Street creates an accessible path to the bus stop. On the west side of Texas Street is a terraced plaza with a stair leading up to the mews between the lower and upper buildings on block N & O. A small gathering area is located between blocks P and R east of Texas Street.

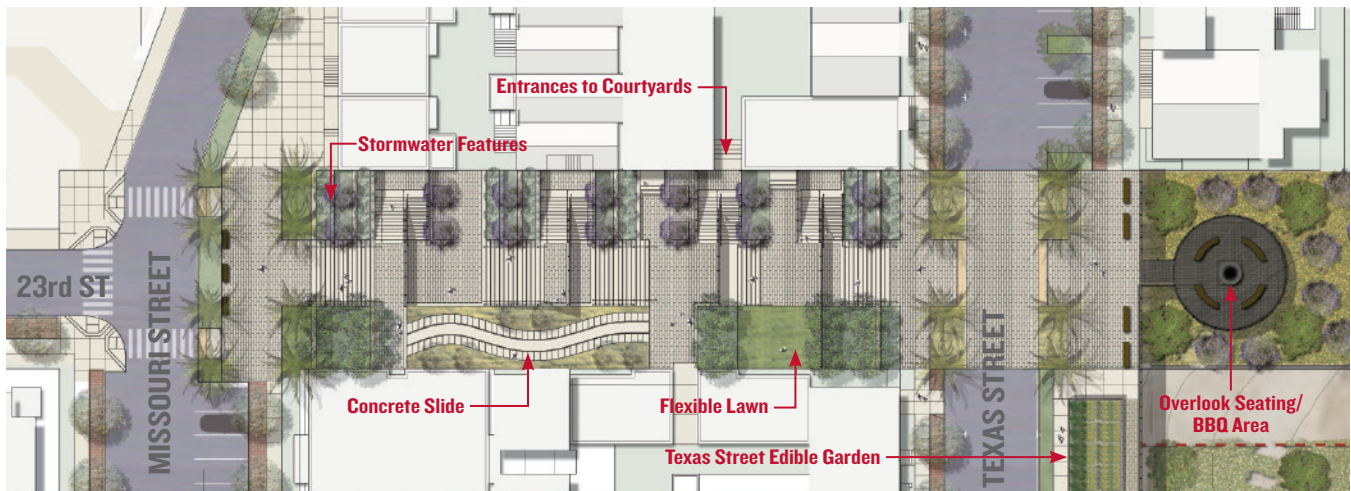


Gateway Open Space adjacent to Block O.

### Design Guidelines

- a. An accessible sidewalk should be provided to link Texas Street to the 22nd Street Bus Stop.





23rd Street Stair

#### 4.2.8 23RD STREET STAIR

This concept for 23rd Street Stair provides both a pedestrian connection between Missouri and Texas Street and a recreational opportunity. This park takes advantage of the steep topography with potential for one or more concrete slides parallel to the stairs. Private porches, stoops and courtyards open onto the stair terraces to activate the open space as well as to provide security. At the bottom of the stair on the east side of Texas Street is an elevated platform or small plaza that is marked by a grove of trees where people can enjoy the spectacular view of the East Bay, have picnics and barbecue.



View west on the 23rd Street Stair from Texas Street showing the potential for stormwater management to be incorporated into retaining walls.



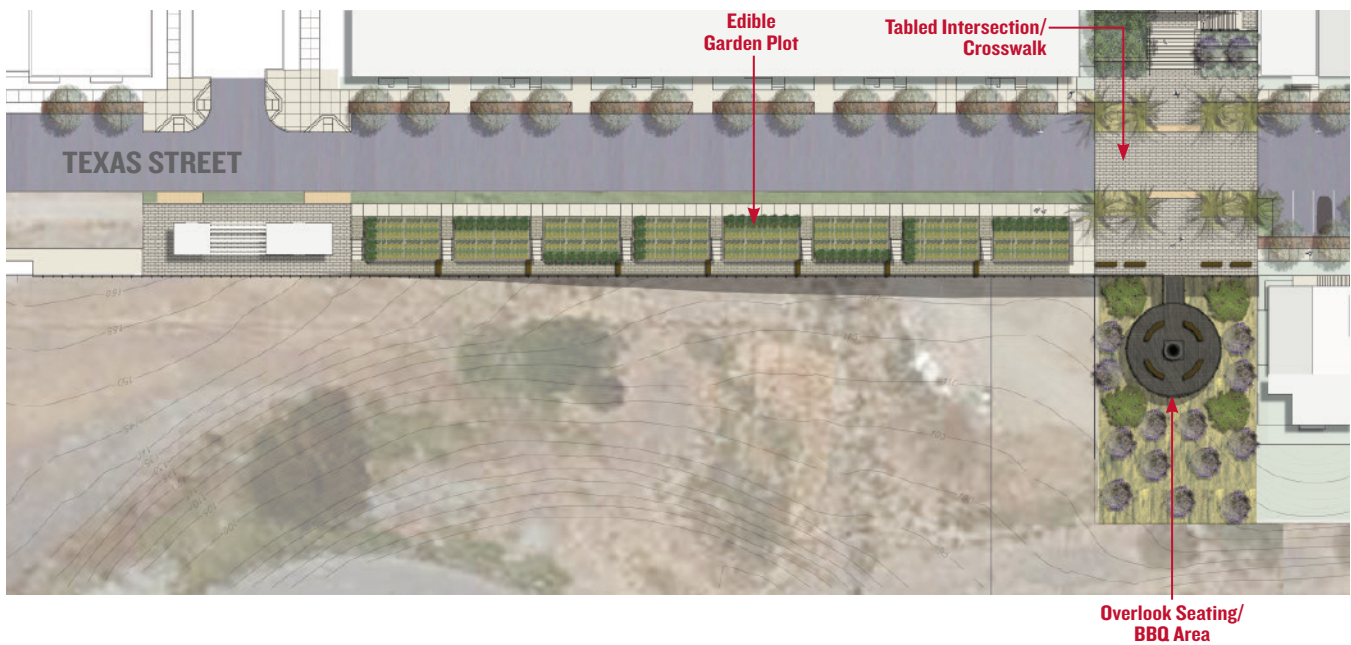
KEY PLAN

#### Development Controls

- The design of the stairs and terraces shall be integrated with adjacent building parcels.
- Flat usable park or plaza areas shall be located at the top and bottom of stair connection.



Typical stair landing with slide, steps and terraces for seating, shade and green walls associated with stormwater management.



#### 4.2.9 TEXAS STREET COMMUNITY GARDEN

The Texas Street Community Garden transforms the eastern edge of Texas Street above the Food Bank into an urban farm and overlook. Public paths through the garden are to be open to the public during daylight hours.

##### Development Controls

- a. A six-foot public sidewalk shall be open to the public at all times.



KEY PLAN

## 4.3 SITE LIGHTING, PAVING AND FURNISHING

### Development Controls

#### Site Lighting

1. Lighting on streets, stairs, and mews play a key role in creating safe public spaces. As such, light levels shall be as specified in the San Francisco Better Streets Plan.
2. Street lights and other site lighting shall be designed to minimize up lighting and glare.

#### Furnishing

3. Site furnishing shall be defined in the Streetscape Master Plan. 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. Lighting shall be pedestrian scaled and be coordinated with street trees and site furnishings.
- b. Lights should be selected for longevity and ease of maintenance, with light levels as low as possible without compromising safety.
- d. Lights and site electrical equipment should be planned with tree locations having priority over the joint trench network when feasible.
- e. Lights with uniform spacing should contribute to the structure of streets and parks.
- f. Streetlights should use low voltage fixtures and energy efficient bulbs per SF PUC requirements.

#### Paving

- g. Concrete sidewalks should include lampblack and finishes to minimize reflection and staining.
- h. Tree grates, unit pavers, stone cobbles, gravel, or under planting should be used at the base of street tree plantings.

#### Furnishing

- i. Some street furniture may provide an opportunity for public art.
- j. Built-in and prefabricated furnishings should be unified in color and form throughout the public open space.
- k. Furnishings should be selected with attention to permanence and durability.



Seating wall and pedestrian scaled light fixture.



Low seating wall design with tile inlays.



Art Installation in Visitacion Valley..



## 4.4 PLANTING GUIDELINES

Planting consists of street trees, park trees, shrubs and native grasses and lawns. Tree plantings will consist of 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 groundcovers provide an intermediate scale of detail and texture between trees and buildings at parks, streets and residential areas. All planting to be consistent with San Francisco's Water Efficient Irrigation Ordinance Ch. 63, SF Administrative Code.

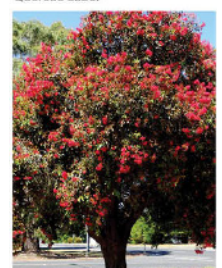
	Street/ Location	Recommended Species	Mature Size	Water Needs	Tree Character
●●●●●	Wisconsin Street/ Connecticut Street (between 25th & 26th Street)	<i>Tristania conferta</i> (Brisbane Box) <i>Quercus suber</i> (Cork Oak) (to Match with Existing Street Trees)	Medium to Large Evergreen	Low	Upright to rounded form
●●●●●	24th Street	<i>Lyonothamnus floribundus</i> (Catalina ironwood) <i>Eucalyptus polyanthemos</i> (Silver Dollar Eucalyptus) <i>Ginkgo biloba</i> (Ginkgo) <i>Quercus lobata</i> (Valley Oak)	Medium to Large Evergreen  Medium to Large Deciduous	Low	Upright form
●●●●●	Arkansas Street/Texas Street	<i>Ceratonia siliqua</i> (Carob Tree) <i>Corymbia ficifolia</i> (Red Flowering Gum) <i>Acacia melanoxylon</i> (Black Acacia)	Medium to Large Evergreen	Low	Rounded form
●●●●●	23rd Street/ 24 1/2th Street/ 25th Street/ 26th Street	<i>Olea europaea</i> (Fruitless Olive) <i>Arbutus 'Marina'</i> (Arbutus Marina) <i>Tristania laurina</i> (Water Gum)	Small Evergreen	Low	Sculptural multi trunk tree with mediterranean character
●●●●●	Missouri Street	<i>Quercus suber</i> (Cork Oak) <i>Quercus agrifolia</i> (Coast Live Oak) <i>Acacia melanoxylon</i> (Black Acacia)	Medium to Large Evergreen		
●●●●●	Planters in 90 degree parking	<i>Fraxinus americana</i> 'Autumn Purple' (White Ash) <i>Ginkgo biloba</i> (Ginkgo) <i>Araucaria excelsa</i> (Norfolk Island Pine)	Medium to Large Deciduous	Low	Upright form
✱	Accent Tree at major intersection	<i>Washingtonia robusta</i> (Mexican Fan Palm) <i>Phoenix canariensis</i> (Canary Island Date Palm) <i>Brahea edulis</i> (Guadalupe Palm)	Tall Evergreen	Low	Upright form



Olea europaea



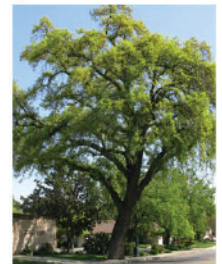
Quercus suber



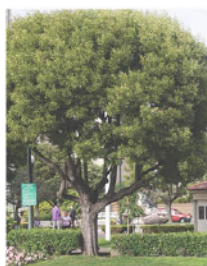
Corymbia ficifolia



Lyonothamnus floribundus



Quercus lobata



Acacia melanoxylon



Arbutus 'Marina'



Ceratonia siliqua



Eucalyptus polyanthemos



Fraxinus americana

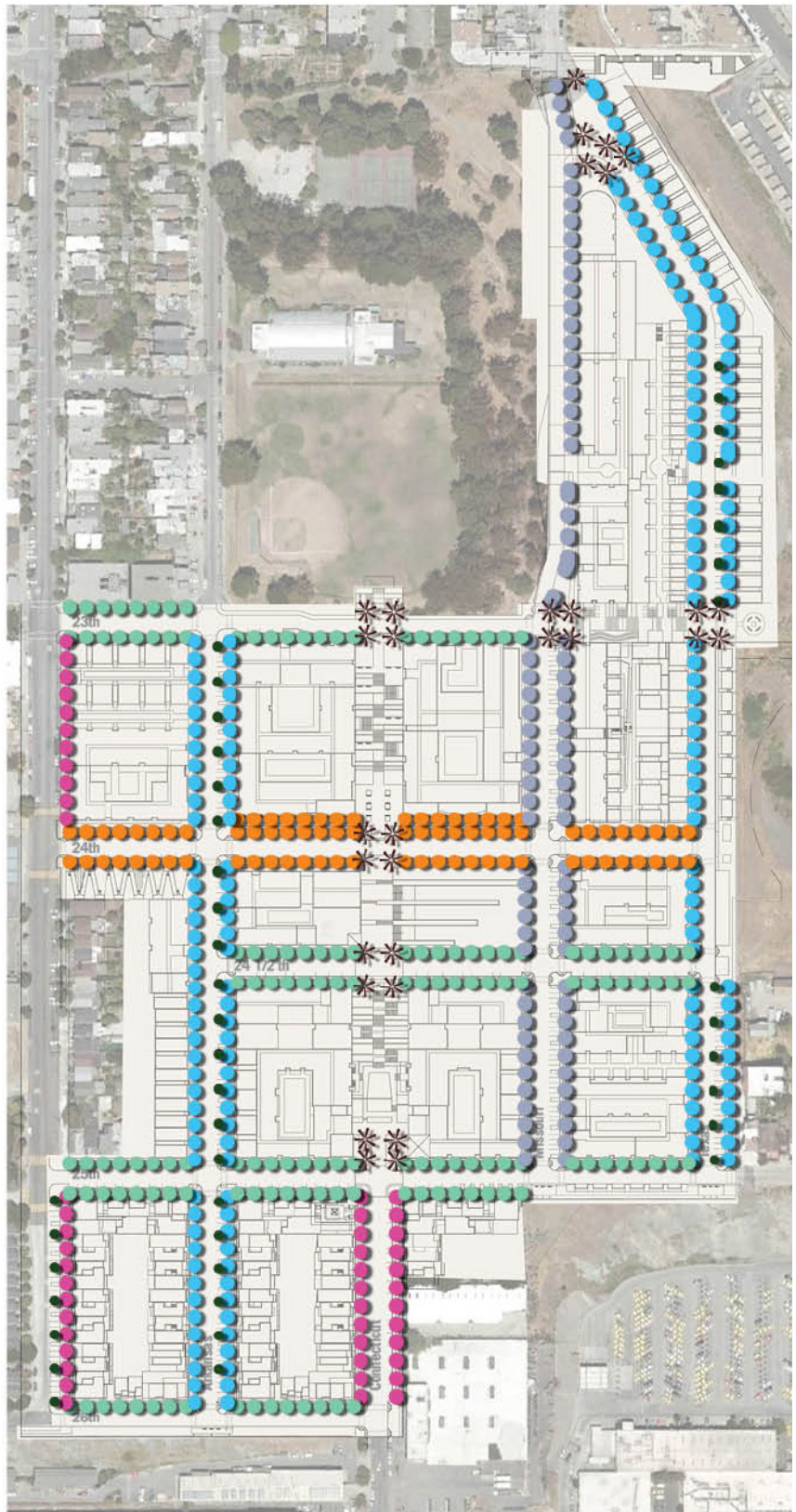


Ginkgo biloba



## LEGEND

- *Tristania conferta/ Quercus suber*
- *Arbutus 'Marina'/ Olea europaea/ Tristania laurina*
- *Lyonothamnus floribunda/ Eucalyptus polyanthemos/ Ginkgo biloba/ Quercus lobata*
- *Ceratonia siliqua/ Corymbia ficifolia/ Acacia melanoxylon*
- *Quercus suber/ Quercus agrifolia/ Acacia melanoxylon*
- *Fraxinus americana/ Ginkgo biloba/ Araucaria excelsa*  
(planter at 90 degree parking)
- ✱ *Washingtonia robusta/ Phoenix canariensis/ Brahea edulis* (Accent Tree at major intersection)
- Alts *Laurus 'Saratoga'/ Quercus cerris/ Rhamnus alaternus*



## STREET TREE PLANTING DIAGRAM



### Design Guidelines

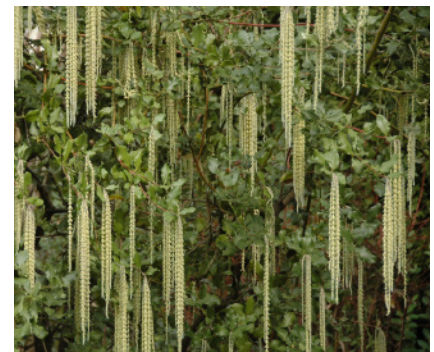
- Plantings should be selected for longevity, ease of maintenance, low water use and adaptability to serpentine soils.
- Import soil should be provided in sufficient volume to support anticipated future plant sizes.
- Temporary irrigation should be provided where needed to establish plantings.
- Permanent irrigation should be provided for intensively used areas.
- Shrub and groundcover plantings should be primarily native or climate adapted Mediterranean plantings such as those from Southern Europe, Chile, South Africa and Australia.



*Pacific Wax Myrtle*



*Lilac*



*Silk Tassel*



*California Flannel Bush*



*California Buckeye*



*Pride of Madeira*

### RESTORATION/ PARK/ STAIR PALETTE

*Carpenteria californica* | Tree-anemone

*Romneya coulteri* | Matilija Poppy

*Ceanothus* sp. | Lilac

*Fremontodendron californicum* | California Flannel Bush

*Heteromeles arbutifolia* | Toyon

*Myrica californica* | Pacific Wax Myrtle

*Garrya elliptica* | Silk Tassel

*Rhamnus californica* | Coffeeberry

*Sambucus* spp. | Elderberry

*Kniphofia uvaria* | Red Hot Poker

*Muhlenbergia rigens* | Deer Grass

*Muhlenbergia emersleyi* | Bullgrass

*Muhlenbergia lindheimeri* | Lindheimer's muhlygrass

*Quercus agrifolia* | Coast Live Oak

*Aesculus californica* | Buckeye

*Prunus ilicifolia* | Holly leaf Cherry

*Prunus lyonni* | Catalina Cherry

*Yucca gloriosa* | Soft-tip Yucca

*Cupressus macrocarpa* | Monterey Cypress

*Olea Europea* 'Swan Hill' | Fruitless Olive

*Pinus pinea* | Italian Stone Pine

*Acacia melanoxylon* | Blackwood Acacia

*Pinus Torreyana* | Torrey Pine





Giant Red Aeonium



Parry's Agave



Aloe



Sedum



Deer Grass



Myrtle Spurge

## STREET PLANTING PALETTE

*Muhlenbergia emersleyi* | Bullgrass  
*Muhlenbergia rigens* | Deer Grass  
*Muhlenbergia lindheimeri* | Lindheimer's Muhlygrass  
*Iris germanica* | Iris  
*Agave alba medio picta* | White-Striped Century Plant  
*Agave huachucensis* | Parry's Agave  
*Aeonium 'Cyclops'* | Giant Red Aeonium  
*Cotyledon orbiculata* | Pig's Ear  
*Aloe 'Johnsons Hybrid'* | Aloe  
*Adenanthos drummondii* | Albany Woollybush  
*Leucadendron 'Red Tulip'* | Leucadendron  
*Cussonia spicata* | Spiked Cabbage Tree  
*Libertia peregrinans* | New Zealand Iris  
*Euphorbia myrsinites* | Myrtle Spurge  
*Sedum 'Blue Carpet'* | Sedum  
*Sedum 'Dragon Blood'* | Sedum  
*Cordyline Australis* | Cabbage Tree  
*Yucca gloriosa* | Soft-tip Yucca



SITE PLAN





Illustration of building development

## 5. BUILDING DEVELOPMENT

### 5.1 CONTROLS AND GUIDELINES

The intent of the Rebuild Potrero 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 Potrero Hope SF SUD (Planning Code Section 249.XX) will be evaluated based on how the alternative(s) performs to achieve the above criteria.

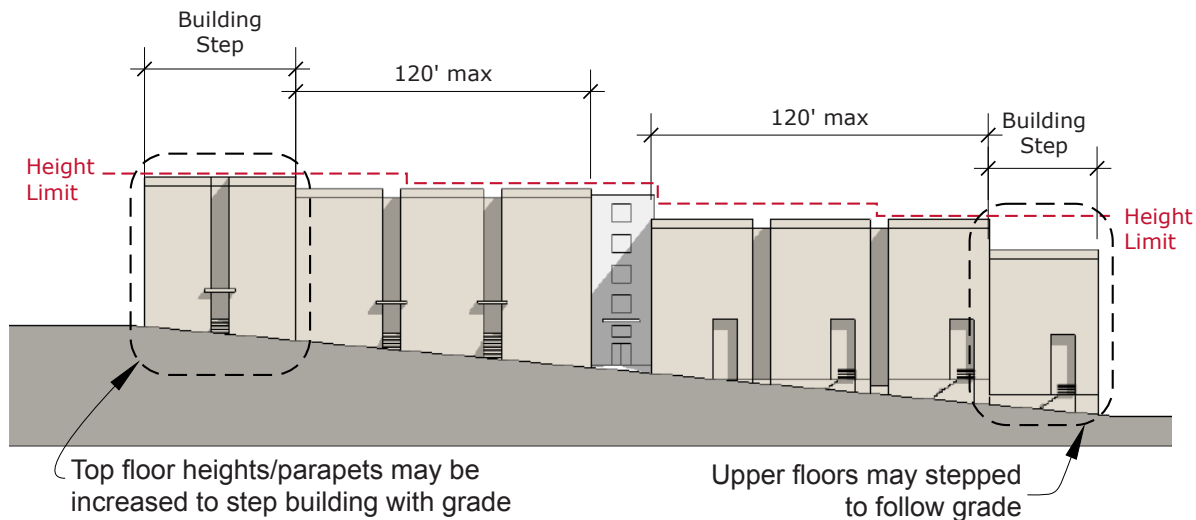


Texas Street at 23rd Street Stair





ZONING HEIGHT DIAGRAM - FIGURE 5.1



### 5.1.1 BUILDING HEIGHTS

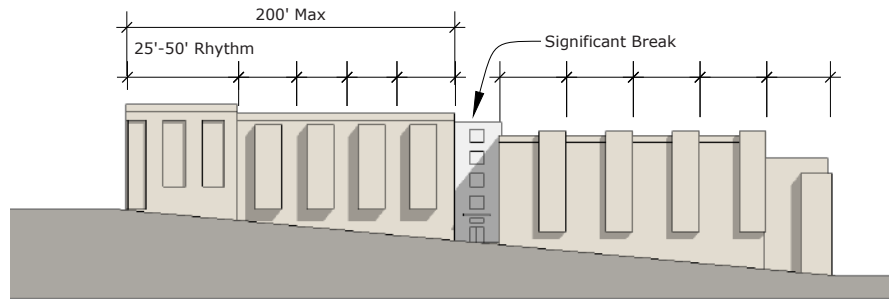
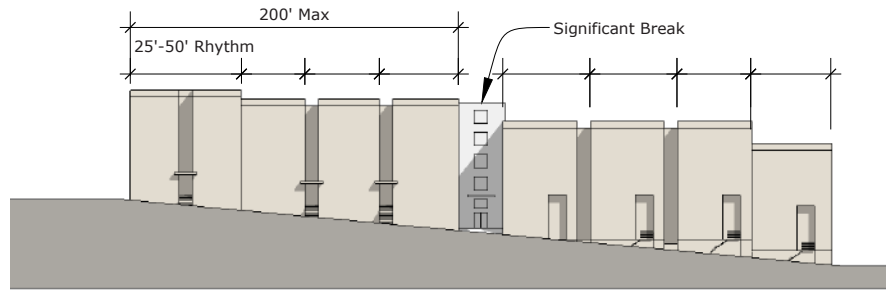
Height controls are intended to accommodate higher density on the site while maintaining the stepping character of buildings on the hill. Measurements shall follow the provisions of the SF Planning Code Sec. 260. In addition to assuring buildings are appropriately scaled, the height requirements below seek to assure that buildings step relative to grade, such that buildings' overall program and scale relate and express the grade of the site below them.

#### Development Controls

1. Maximum building heights are established in the Zoning Height Diagram. Height measurements and exceptions shall follow the provisions of the San Francisco Planning Code Sec. 260, 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. 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.
3. 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, 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 **[new sud]**. While all projects are required to visually break down the scale of wide facades, 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 Planning Code **[new sud]**.
4. At least 40% of each block length shall have a minimum building-height-to-street-centerline ratio of 1:1.5 (i.e., a minimum of 1 foot of building height for every 1.5 feet of width from street centerline to building façade). The centerline of the street is calculated from the centerline of each street right of way.
5. Heights are further restricted on portions of Blocks C, D, J, K, and L as described in Section 5.2. These particular blocks are restricted to an absolute height above sea level to assure preservation of views from Potrero Recreation Center and the Central Park. See Section 5.2 for specific height limits.

#### Design Guidelines

- a. Building heights and rooflines should be varied within the same block regardless of being within the same height zone.
- b. Where appropriate, upper floors should be stepped back from the facade to help break down the building's scale and increase the building's stepping.



Examples of significant breaks

## 5.1.2 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. Large buildings that feature building width 200-feet or greater than along any street or publicly accessible right-of-way, should incorporate multiple modules to read as multiple buildings that step to reflect the sites' topography.

### ■ BLOCK SPECIFIC DESIGN INTENT AND CONTROLS LOCATED IN SECTION 5.2

#### Development Controls

1. No building shall have a wall exceeding 200 feet in length without a significant break. Such a break can be in the form of (1) a 20 ft by 20 ft exterior court open to the sky located at street grade; (2) an at-street-grade interior break at least 10-feet wide that leads to the midblock area; (3) an at-street-grade entry portal with a width of at least 12 feet and clearance of at least 1.5 stories; or (4) 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 Planning Code [\[new sud\]](#).
2. The massing of residential buildings shall incorporate an articulation rhythm of less than 50 feet to reflect the typical pattern of San Francisco's



Massing and articulation should reflect 25'-50' San Francisco residential pattern.



residential buildings. Massing articulation may include stepping the façade with the slope of the street, breaking the roof plane, and/or changes to façade plane.

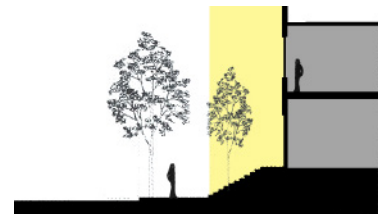
- Maximum dimensions shall be measured above grade. Massing controls do not impact subgrade parking podiums or below-grade building area. The bulk controls refer to the external plan dimensions of the building design but do not apply to non-enclosed outdoor porches or decks.

### Design Guidelines

- Blocks developed as single projects should be designed to look and feel like multiple buildings above grade.
- 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.
- 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.



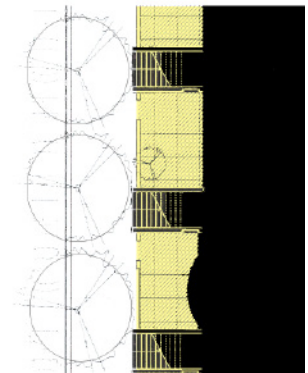
One to two story elements bring down scale of buildings



### 5.1.3 LOT COVERAGE/REAR YARDS

#### Development Controls

- 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).
- Rear yards shall be a minimum 15 feet in depth when adjacent to neighboring residential properties.
- There are no rear yard requirements within the plan area that do not abut parcels outside the plan area.



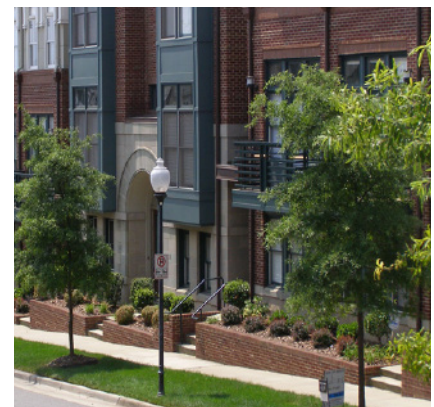
Setback/Stoop Zone showing transitional space between public and private realm

### 5.1.4 SETBACK LINES

Setback lines help define the streetwalls and create a continuous urban fabric. As with most other San Francisco neighborhoods, the building facades subject to these controls and guidelines should align with the streets and define view corridors and vistas. Front building setbacks create a transitional space between the public realm of the street and the private realm of the dwelling units.

#### Development Controls

- Residential buildings shall be setback a minimum of five feet from the property line (back of sidewalk). Greater setbacks are required along the south side of 24th Street between Connecticut and Arkansas Streets (10 feet), Missouri Street between 25th and 23rd Streets (6 feet), and on the south side of 25th Street between Connecticut and Wisconsin Streets (12 feet) for their entire length.
- There shall be no required setback for properties that face the Connecticut steps and 23rd Street steps. The obstructions outlined below in 5.1.4.4 are allowed to encroach beyond the property line. In addition, steps and stoops may extend up to five feet beyond the property line into the right-of-way; however, their design and configuration must be coordinated with stair / open space design.





Joint porches step up steep streets



Shared stairs to flats step up the hill.



Shared portal entry

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. A majority of the building plane should be built to the established setback line for the block.
- b. All setback areas along residential buildings should provide front porches, stoops, terraces/balconies and landscaping for ground floor units.
- c. On residential blocks, setbacks should include a minimum of 40% of area to softscape (plantings).
- d. On a sloping site, setbacks can accommodate level changes and warped surfaces between the back of sidewalk and the building entrances.

### 5.1.5 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 animate streetscapes and make them safe and walkable.

The Guidelines for Ground Floor Residential Design shall be followed. However, where conflicts between this document and the Guidelines for Ground Floor Residential Design, the Potrero HOPE SF Design Standards and Guidelines shall control.

### Development Controls

1. 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.
2. Multi-unit buildings shall have secured 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.
3. Ground floor units shall have direct, individual access to sidewalk or public right-of-way. Where topographic conditions locate ground floor units more than 8 feet from grade, 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. (Senior units are exempt.)
4. Where provided, stoops and stairs shall have a minimum width of 40 inches for individual units, 60 inches for shared entries.
5. Building and unit entrances shall occur at or above the back of walk elevation.

### Design Guidelines

- a. 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.
- b. 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.
- c. Shared portal entries should be inviting, well lit and provide visual access into the courtyard from the sidewalk.
- d. 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 the space. Shared portals should be proportionate in size to the number of units served.
- e. Security gates at shared portal entries can provide an opportunity for artistic ironwork.
- f. Ground floor residential units should be configured to assure that residential entries are provided at a regular interval across the building façade.
- g. Developments should aim to have unit or building entries no less than every 50-feet.

### 5.1.6 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, they should be mitigated by landscaping or architectural treatments.

### Design Guidelines

#### Facade Design and Building Orientation

- a. 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.
- b. 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, for example.)
- d. The total street frontage dedicated to parking and loading access should be minimized.

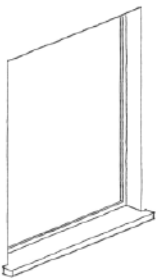


Residential facades should be designed with purpose of enhancing the pedestrian experience

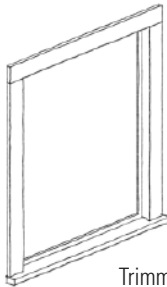




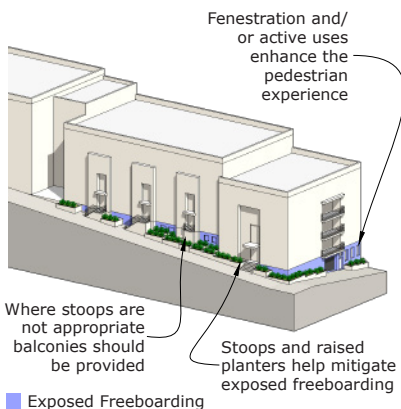
Sun shades protect windows from mid-day sun.



Recessed or "Punched" Window



Trimmed Window



Limit Blank Facades

## Building Materials

- e. Materials should reinforce architectural character, building articulation and add visual interest.
- f. 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.
- g. Changes in material and/or color should occur at appropriate facade locations to appear integral with the building construction, rather than a surface application (i.e. inside corners not outside corners).
- h. High quality materials, such as concrete, masonry, wood and tile, should be used as much as possible particularly at important locations to articulate the building facade, providing visual interest as well as durable performance.
- i. Stucco should be of a high quality and should not be used for architectural detailing.

## Fenestration /Windows

- j. Windows should be organized, patterned and grouped to reflect and reinforce the building organization and programming.
- k. Window detailing should reflect the building architectural character.
- l. 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
- m. Flush windows are strongly discouraged on primary facades.
- n. 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.
- o. Large mechanical grills or vents on primary facades are strongly discouraged and, if necessary, should be well designed and integrated into the facade.

## 5.1.7 BLANK FACADES

Blank facades should be minimized wherever possible. Because of the steep slopes on most blocks, segments of habitable floorplates will often be above the sidewalk grade with inhabitable 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 its 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 5% slope shall be wrapped with active uses to a depth of 25 ft as required by the Planning Code.

### Design Guidelines

- a. Exposed blank facades, including exposed parking structures, greater than 5' 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 backsides of buildings interior to blocks and/or visible from other streets, they should reflect a residential design character and rhythm.

### 5.1.8 METERS, UTILITIES AND TRASH

Functional aspects of buildings, including but not limited to meters, utility hookups, and trash bins, detract of 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

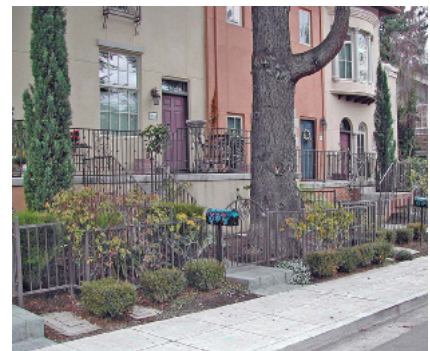
1. In no case shall utility enclosures and transformers be permitted along 24th Street between Arkansas and Missouri Streets.
2. Dumpsters and garbage cans shall be concealed in buildings or trash enclosures integrated into the design of buildings.

### Design Guidelines

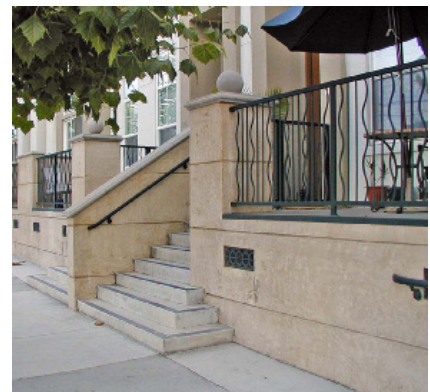
- a. Where utilities, transformers, trash enclosures, and similar functional aspects of buildings must be placed along the front facade of a building along a right-of-way, such features should be hidden from view through landscaping, public art, or be well integrated into the architecture.
- b. Exposed utility connections and meters along street fronts should be avoided or integrate with architecture and landscape design.



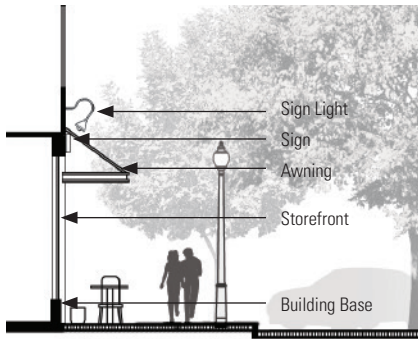
Porch area above low wall making up change in grade



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.



Typical section through storefront and sidewalk realm



Large clear glass display windows encourage window shopping and a visually interesting public realm.



Individual awnings and columns articulate building facade rhythm.

## 5.1.9 GATES AND FENCES

Security gates and fences are to be decorative in nature and should provide opportunity for local character defining features, such 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 fences and barbed wire are not allowed.

### Design Guidelines

- a. The placement and design of gates should be welcoming and avoid the impression of walled enclaves.
- b. Fences shall 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.

## 5.1.10 RETAIL/ SERVICE FACADES AND ENTRANCES

24th Street will become the Main Street for the new neighborhood. Retail frontages along 24th Street (and elsewhere, if provided) are to feature typical aspects of a San Francisco neighborhood commercial street, including, but not limited to: frequent interval of shops, generous tall storefront windows with unobstructed visual connection between the sidewalk and shop interiors, and attractive signage and design detailing. Outdoor activation including sidewalk seating, and display of merchandise is also encouraged.

### Development Controls

1. Retail spaces larger than 4,000 sq ft require a Conditional Use authorization.
2. Storefronts shall be articulated at regular increments of 35 feet to express a consistent vertical rhythm along the street.
3. Retail/Service space at the ground floor shall have a minimum 14 feet floor-to-floor height.
4. Retail/service space shall be fenestrated with transparent windows and doorways for no less than 60 percent of the street frontage at the ground level and allow visibility to the inside of the building. The use of dark or mirrored glass shall not count towards the required transparent area.
5. Commercial Signs shall meet the requirements of Planning Code Article Six for signs in NC-2 (Neighborhood Commercial - Small Scale) Districts. All other signs shall meet the requirements of Planning Code Article Six for signs in residential districts.



### Design Guidelines

#### Entries

- a. Retail entries should be designed to create transparency and 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, transparencies, 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 building frontages should not be used for utilities, storage, and/or refuse collection.

#### Storefront Design

- e. Large display windows are strongly encouraged.
- f. Ground floor visibility should go beyond window displays and extend into the depth of the space.
- g. A well designed base with decorative material is desired at display windows.

#### Building Base

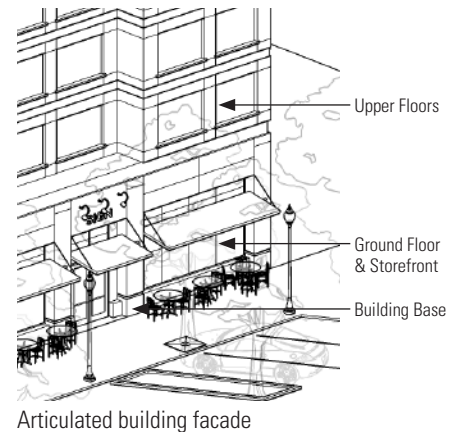
- h. Non-residential ground-floor uses shall be distinguished from but integrated with the building's upper-floor uses through varied detailing and through the use of awnings, belt courses, or other architectural elements.
- i. The building base should ground the building and provide greater detail and visual interest at the pedestrian level.
- j. The building base should feature a change in material or color.
- k. Where 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. Retail/building signage should be designed to be visible and read by pedestrians. It should not be designed to be read from any further than across the street.
- q. Signage should be tastefully designed and consistent with the overall design of the building.





A variety of roof forms breaks down building mass and adds interest and variety

- r. Facade signs of individual letters, highlighted by separate wall washing lights or backlit as silhouettes are recommended and preferred.
- s. Stylistic signage representing the character of the shop or business is encouraged.
- t. Blade signs that are simple and attractive are encouraged.
- u. Neon and other artistic forms of signs are encouraged for variation and individuality.

### 5.1.11 ROOF DESIGN

#### Development Controls

1. Mechanical equipment located on the roof of buildings shall be screened from public view with enclosures, parapets, landscaping and other means. Such equipment shall also be screened from neighboring buildings to the extent feasible. Photovoltaic or solar panels are excluded from this requirement.

#### Design Guidelines

- a. A variety of roof forms and interesting roof lines should be used to contribute to the overall character of the development, including elements such as 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.

### 5.1.12 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. 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.
- b. Above the pedestrian level, building lighting is limited to architectural accents and building facade lighting. Large building mounted security lights are discouraged.



Garage entry width should be minimized.

### 5.1.13 PARKING, PARKING ENTRANCES AND CURB CUTS

#### Development Controls

1. No garage entries shall be located on 24th Street between Wisconsin and Missouri Streets.
2. Garage entrances shall be no wider than 20-feet if combined for ingress and egress, and no wider than 12' 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 shall have more than 2 garage entries on any one street façade.
5. Except for Block F, no block face shall have more than four parking entries, or 48-feet of cumulative building width, whichever is greater.



Garage entry integrated into building design

#### 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 primary building plane.
- c. On lots 50 feet or wider, entries to shared garages should be placed not less than 10 feet from lobbies where possible.
- d. Curb cuts should be kept to a minimum to allow the maximum number of on-street parking spaces and to enhance pedestrian safety. Location of curb cuts should be positioned to maximize on-street parking.
- 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 from building lobbies of adjacent properties.



Courtyard common open space

### 5.1.14 USABLE OPEN SPACES

Usable open spaces are important elements in the overall open space plan for Potrero. These spaces must be well designed, well lit and secure, enable 'eyes on the street.' Security is the most important concern that residents have for these spaces. In general, open space controls are governed by the San Francisco Planning Code.



Common open space at podium level

#### Development Controls

1. A minimum eighty (80) square feet of usable open space per residential unit shall be provided on each block. Open space may be provided as private usable open space, common usable open space or as publicly accessible open space.





Private open space



Private podium level open space screened from common space.

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 10 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 other common open space or street, may be provided to fulfill a portion (to a maximum of 33%) of common open space requirements, if well integrated into the project's overall open space program.
5. Projections permitted into (over) required private and/or common open space are limited to balconies, bay windows, and decorative building facade features allowed in usable open space described in Sec. 135 and 136 of the San Francisco Planning Code.
6. Plantings in podium courtyards shall have a minimum soil depth of 9", 12" average for ground cover, 20" average for shrubs, and 36" average for trees.

### Design Guidelines

- a. Private and common open space should be designed to be visible from unit living areas.
- b. Common open space should be designed as usable surface area, containing both landscaped and hardscape areas. Landscaped green and/or garden space should comprise a large portion (more than 30%) of the common outdoor area where possible.
- c. Courtyards should include patios for ground level units.
- d. Ground level units facing on internal courtyards and common open spaces should be screened to provide privacy.
- e. Private and common open space areas should be designed to incorporate features designed to utilize rainwater and reduce runoff from rain or winter storm events where possible.
- f. Visual cues (landscaping, architectural features) should be incorporated to clearly differentiate private and public spaces.
- h. The design of private and common open spaces should follow "Bay Friendly Landscape Guidelines," and use primarily native and/or drought tolerant plants.

### 5.1.15 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. Mews are envisioned, though not required, for Blocks E, J, N and O. For further direction on how such mews may be designed and configured see Section 5.2.

#### Development Controls

1. Where provided, pedestrian mews shall be publicly accessible and 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.



Examples of pedestrian mews



LAND USE CONCEPT PLAN - FIGURE 5.2







## 5.2 DESIGN INTENT - BLOCK BY BLOCK ANALYSIS

For each block, this section provides a description of one possible development scenario that would meet the Controls and Guidelines required throughout this document. Within the described scenarios, these discussions also provide a block's unique constraints and opportunities. The actual configuration of a block need not follow the illustrated scenario exactly as long as the overall intent has been met. As elsewhere in this DSG, provided Controls in this section are required, where as Guidelines are more flexible as long as the overall design intent has been met.





### 5.2.1 - BLOCKS A & B

For this scenario, Blocks A and B are envisioned as stepping walk-up buildings with corridor buildings located along 25th Street. Prototypes are based on a 92' wide module with 6-7 car parking garages. The block is illustrated with a 3,600 sq ft open space located at the corner of 25th and Connecticut Streets. The location of the open space may be moved to the south side of the blocks along 26th Street when the block design is refined.

#### Development Controls

1. A public open space mini park, shall be located on block B. The space shall be at minimum 3,600 sq ft in an area with a minimum width of 40'.

#### Design Guidelines

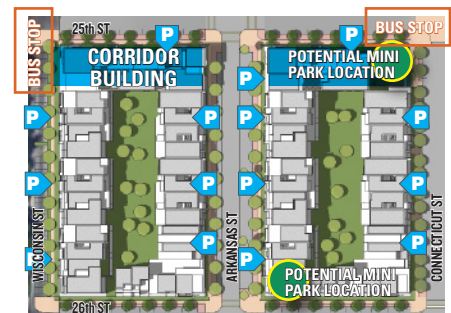
- a. Garages should be designed with the ability to enter and exit the garage by driving forward (i.e., the ability to turn around in garage to avoid backing out).
- b. Building facades should be designed to orient towards the mini-park, with windows and balconies overlooking the park. Common spaces should open to the park where appropriate.



Corner of Wisconsin and 25th Street

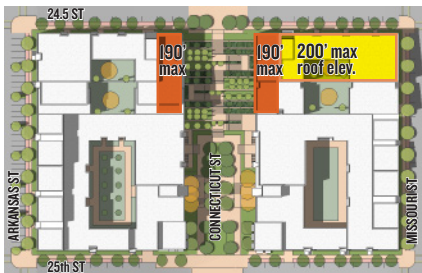


Walk-Up buildings step with slope of street



Block A & B Plan





Block C & D Plan

### 5.2.2 - BLOCKS C + D

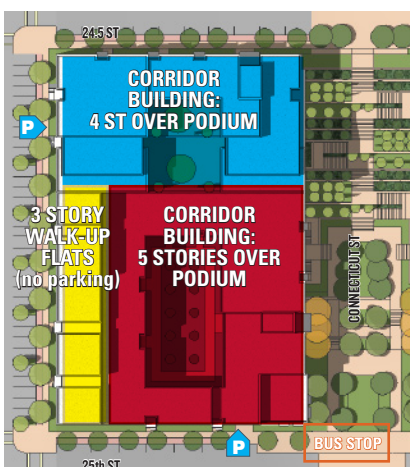
Each block is envisioned as three or more separate buildings; each block is envisioned to include a 3-4 story building over one or two levels of structured parking along 24.5 Street, a 4-5 story building over a parking podium lining the lower section of the Connecticut Street Open Space, and 3-story walk-up flat buildings along Arkansas and Missouri Street.

#### Development Controls

1. On block D, building's roof elevation shall not exceed 200 feet above sea level.\*
2. On blocks C and D, building's roof elevation for the first 30 feet of depth perpendicular to Connecticut Street stair shall exceed 190 feet above sea level.\*

#### Design Guidelines

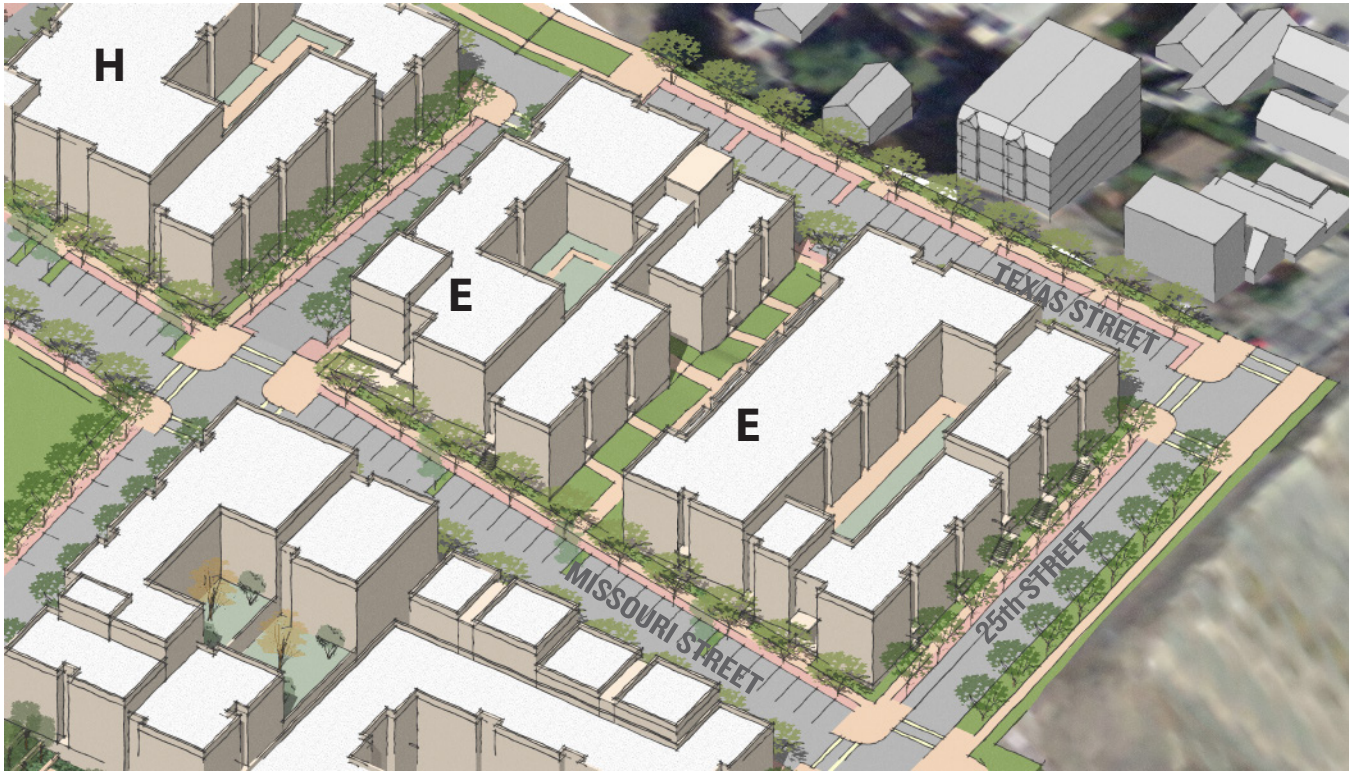
- a. Building facades should be designed to orient toward the Connecticut Park Terrace. Unit entries are encouraged to open onto the open space and terraces.
- b. Parapets and roof design, including mechanical equipment, should be designed to minimize visual impact to users of the Central Park.
- c. Garage entries should be located on 25th, Missouri, and Arkansas Streets.



Building Type Diagram

\* Elevations based on San Francisco City Datum



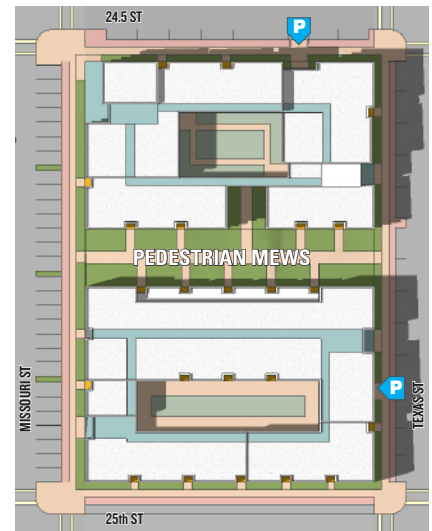


### 5.2.3 - BLOCK E

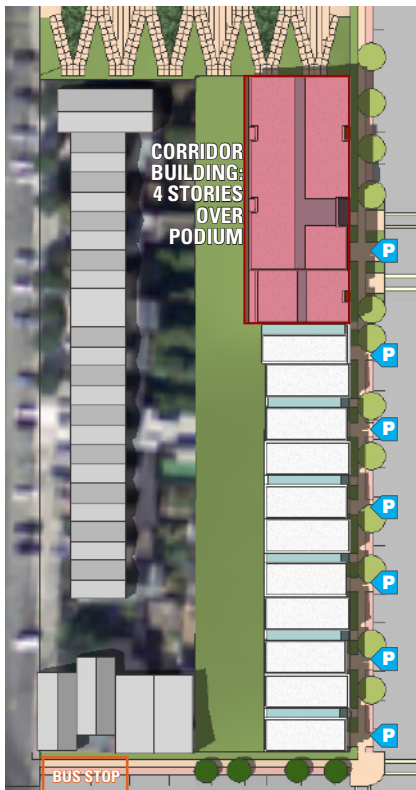
Block E is envisioned as one or two stepping podium buildings with garages entered off Texas and 24.5 Streets. The building steps up the ridge with a pedestrian mews between the two buildings.

#### Design Guidelines

- a. Grade breaks, spaces between buildings used to make up changes in grade elevation, should be landscaped and include a pedestrian mews, common open space, private patios, and/or unit entries.
- b. It is preferred that parking entries be located on 24th and Texas Streets.



Plan showing two buildings stepping up the hill.



Block F Plan

### 5.2.4 - BLOCK F

Block F is envisioned as two different building types; a 4 story corridor podium building on the northern portion of the block and walk-up buildings stepping up the southern section. The southern section could be built with same prototype used in blocks A and B.

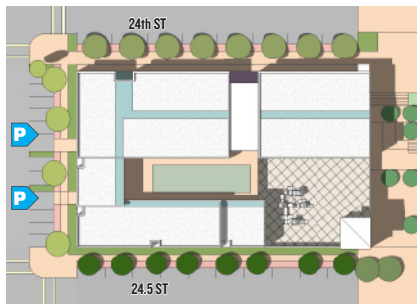
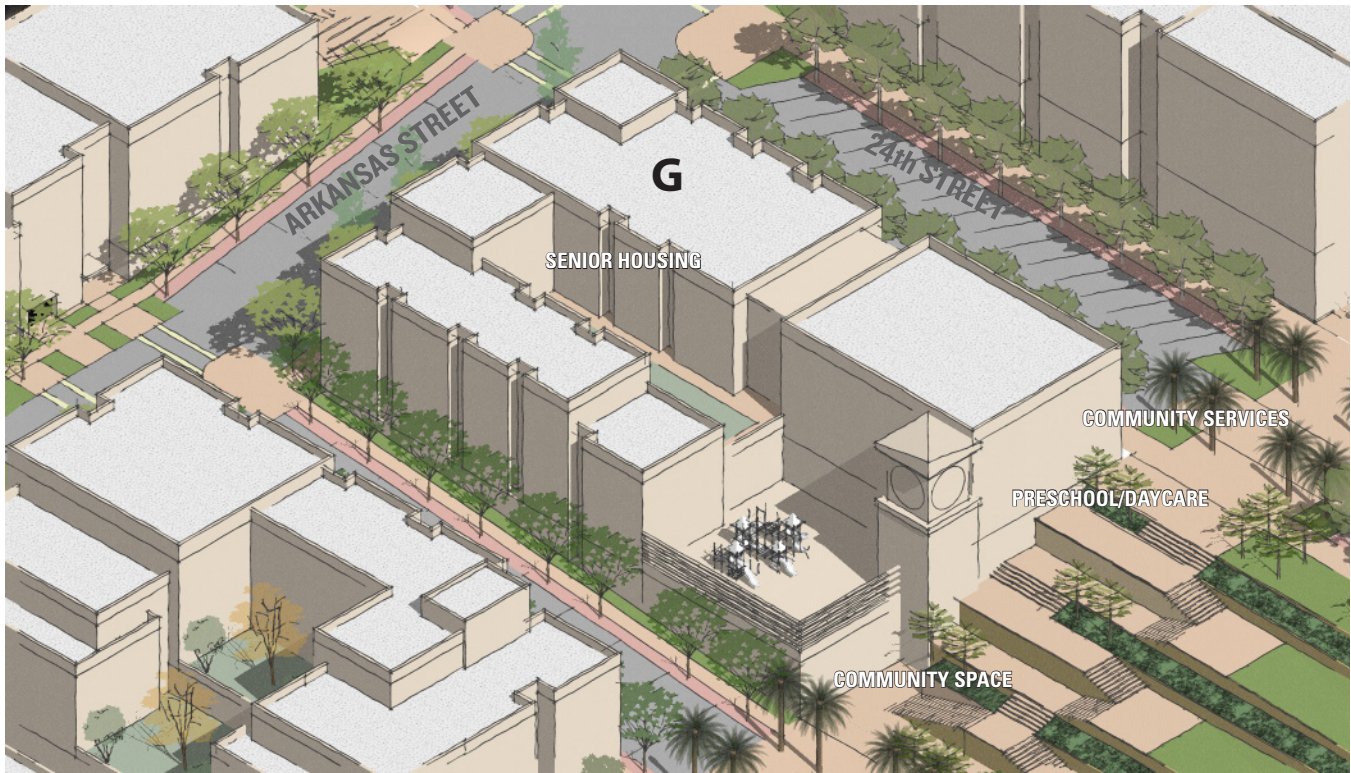
#### Development Controls

1. Rear yards shall have a minimum depth of 25 feet.

#### Design Guidelines

- a. Garage entries should be minimized.
- b. Garages should be designed with the ability to enter and exit the garage by driving forward (i.e., the ability to turn around in garage to avoid backing out).
- c. Units adjacent to “Squiggle Park” should orient to the open space.
- d. Where common rear yard open space cannot be adequately designed due to topography challenges, above grade balconies and patios are acceptable.





Block G Plan

### 5.2.5 - BLOCK G - COMMUNITY BUILDING/SENIOR HOUSING

Block G is envisioned as a mixed-use community building with affordable senior housing above. The community functions and senior common spaces should line 24th Street and the Connecticut Street Stair. The building footprint extends east of the setback line of blocks C and K to allow the building to punctuate views up Connecticut Street.

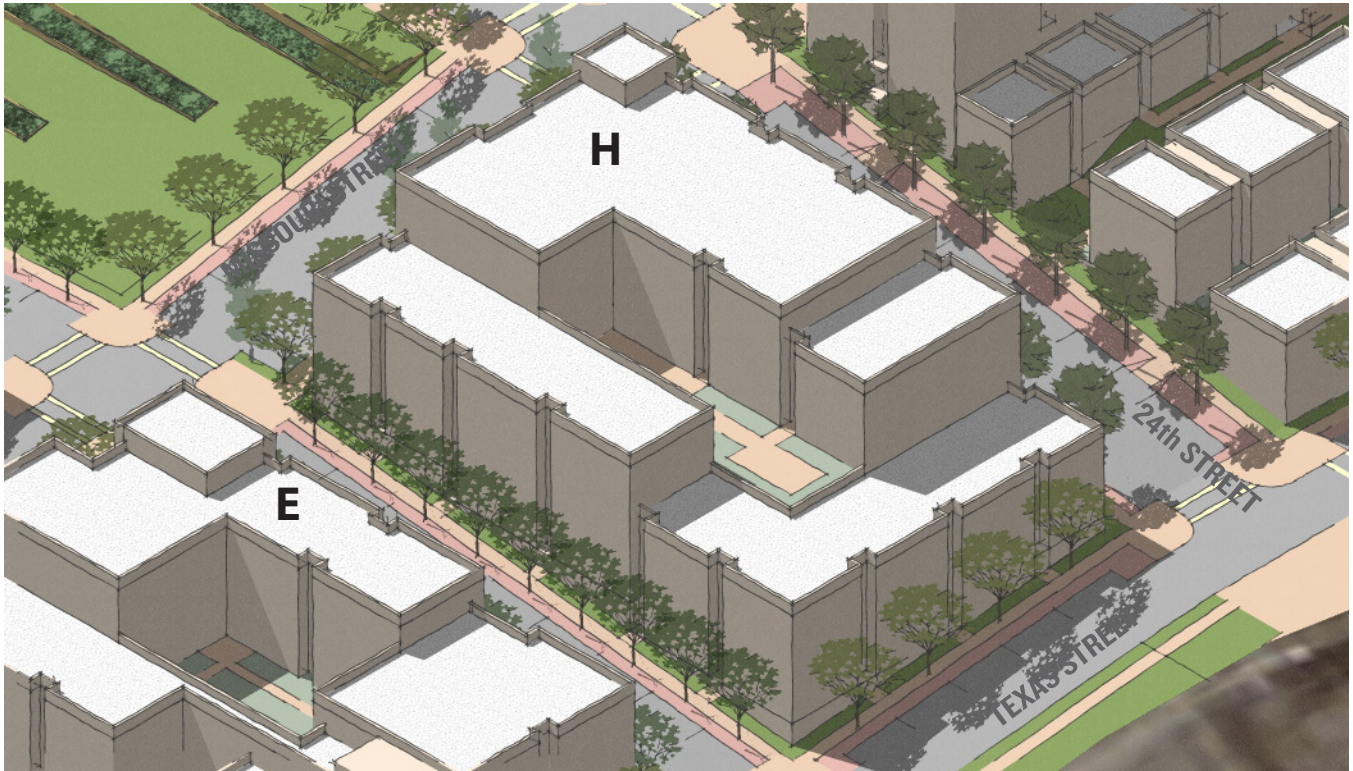
#### Development Controls

1. The building shall be set back 10 feet from back of walk along 24th Street to provide a wider pedestrian promenade from Arkansas Street to the Central Park.

#### Design Guidelines

- a. A significant architectural element should highlight the building from the north and the south and along the central park edge.
- b. The community building should be architecturally prominent and built with high quality architectural design and materials.
- c. The roof is to be considered a primary facade that will be viewed regularly from above and designed accordingly, with architectural details that may include decorative screening of mechanical equipment, green roofs, etc.
- d. Where possible, secondary building entrances should open onto Connecticut Street stair landings.



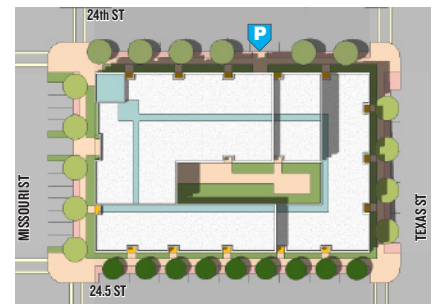


### 5.2.6 - BLOCK H

Block H is an extremely difficult block with steep grades on all sides. The block is envisioned as podium building at the corner of 24th and Missouri Streets with a 4 story building above and a single loaded corridor lining the parking structure facing 24.5 and Texas Streets.

#### Design Guidelines

- Building entry should be located at corner of 24th and Missouri Streets to provide easy and accessible access to 24th Street services and the Central Park.
- It is preferred that parking entrances are located on 24th, 24.5 or Texas Streets.



Block H Plan



### 5.2.7 - BLOCK J

Block J is envisioned as a transition block between the greater Potrero Hill neighborhood and the proposed mixed-use 24th Street core. The block is envisioned as three stepping corridor buildings with central courtyards stepping down the hill. A pedestrian mews may connect Arkansas and Wisconsin Streets.

#### Development Controls

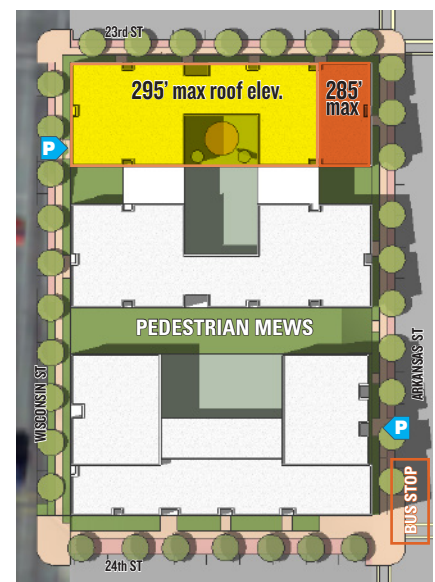
1. Building's roof elevation shall not exceed 295 feet above sea level.\*
2. Building's roof elevation for the first 30 feet of depth perpendicular to Arkansas Street shall not exceed 285 feet above sea level.\*
3. Parking entrances shall be located on Wisconsin or Arkansas Streets. No more than two garage entries shall be located on one side of a street.
4. No utility, trash, or other maintenance services shall be located on 24th Street.

#### Design Guidelines

- a. A shared residential entry/elevator lobby should be located on 24th Street.
- b. Buildings should step to follow topography with three steps minimum on Wisconsin and Arkansas.



View from 23rd and Wisconsin Streets



Block J Plan

\* Elevations based on San Francisco City Datum





### 5.2.8 - BLOCK K

Block K is envisioned to be a stepping corridor buildings with retail frontage on 24th Street. Parking podiums are located behind the retail uses on 24th Street and under the building located on 23rd Street. The middle courtyard is envisioned as an at-grade open space.

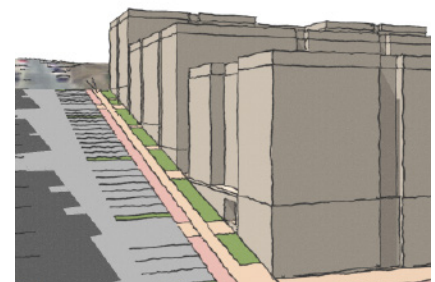
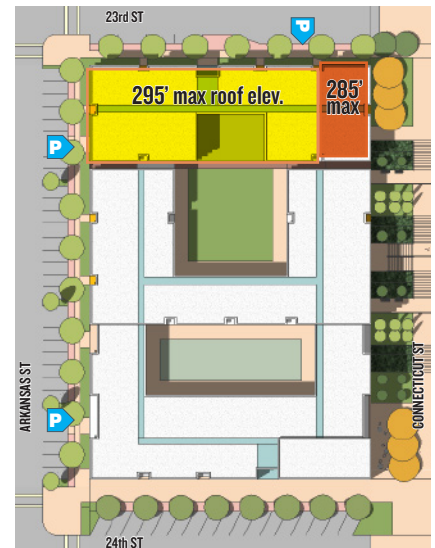
#### Development Controls

1. Building's roof elevation shall not exceed 295 feet above sea level.\*
2. Building's roof elevation for the first 30 feet of depth perpendicular Connecticut stair shall not exceed 285 feet above sea level.\*
3. Garage entries shall not be located on 24th Street.
4. Building frontages on 24th Street shall be lined with retail or active uses.
5. No utility, trash, or other maintenance services shall be located on 24th Street.

#### Design Guidelines

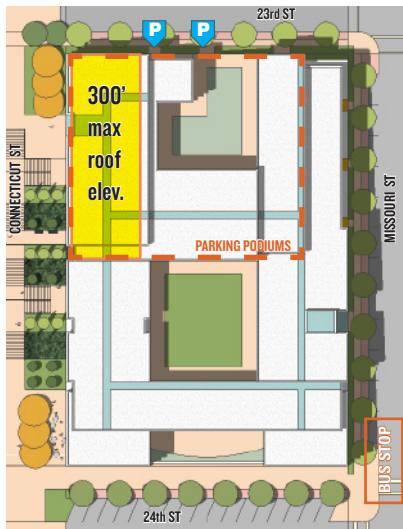
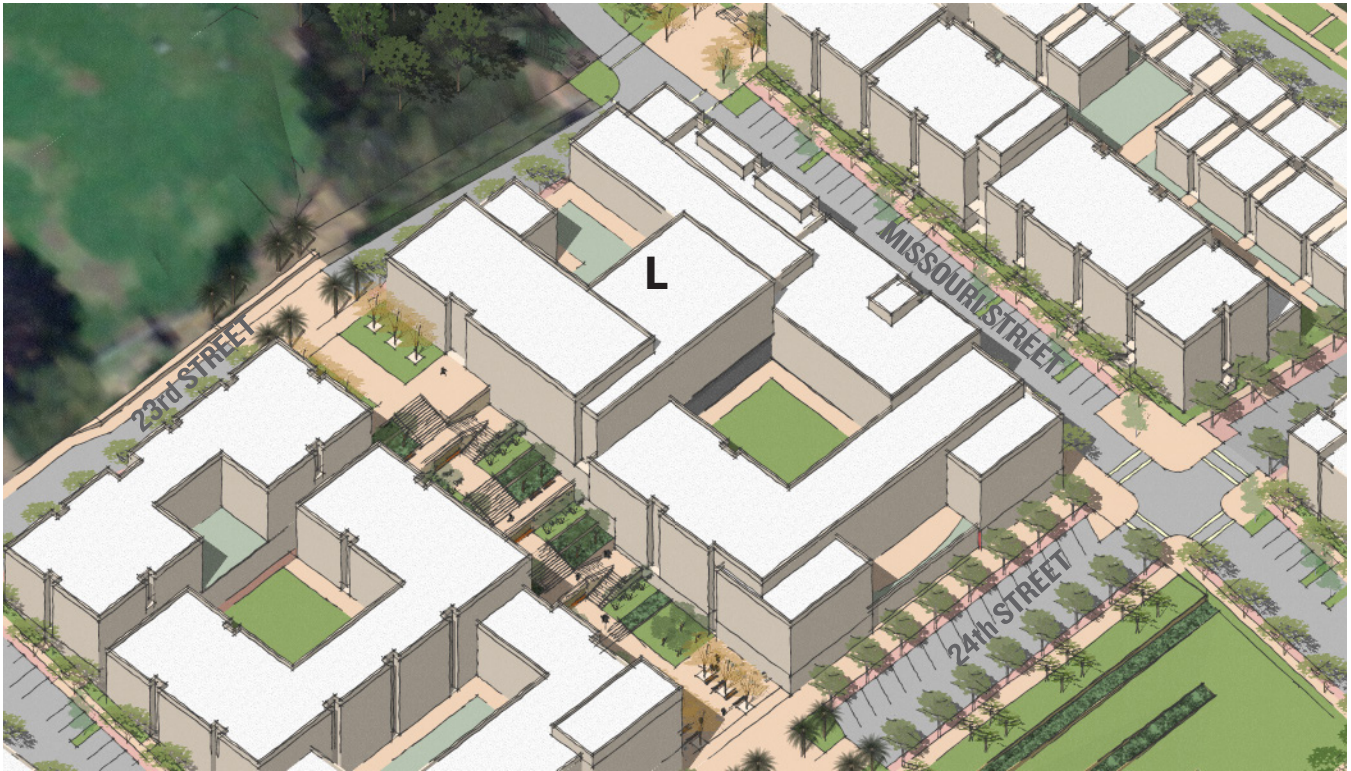
- a. The Connecticut Street stair facade should be activated with balconies and building entries where possible.
- b. The design of the Connecticut Street stair and buildings on Block K should be integrated and compliment one another.
- c. A shared residential entry/elevator lobby should be located on 24th Street.
- d. Garage entries should be located on Arkansas Street when possible.

\* Elevations based on San Francisco City Datum

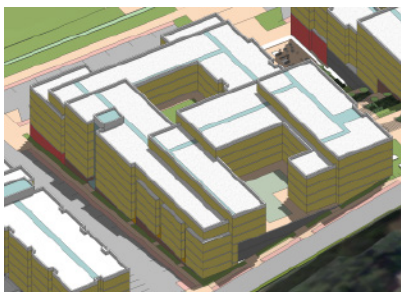


Buildings step up Arkansas Street





Block L Plan



View from 23rd and Missouri St

## 5.2.9 - BLOCK L

Block L represents the core of the 24th street mixed-use district. Block L is envisioned as stepping corridor buildings with a two level parking podium located off of 23rd Street with an at grade courtyard in the center of the block to take advantage of a difficult topography. The 24th Street frontage could be designed as a primarily single-loaded corridor building to limit cuts into existing grade.

### Development Controls

1. Building's roof elevation shall not exceed 300 feet above sea level.\*
2. The 24th Street facade shall be lined with retail uses with a minimum depth of 40 feet.
3. Garage entries shall not be located on 24th Street.
4. No utility, trash, or other maintenance services shall be located on 24th Street.

### Design Guidelines

- a. The Connecticut Street stair facade should be activated with balconies and building entries where possible.
- b. The design of the Connecticut Street stair and buildings on Block L should be integrated and compliment one another.

\* Elevations based on San Francisco City Datum



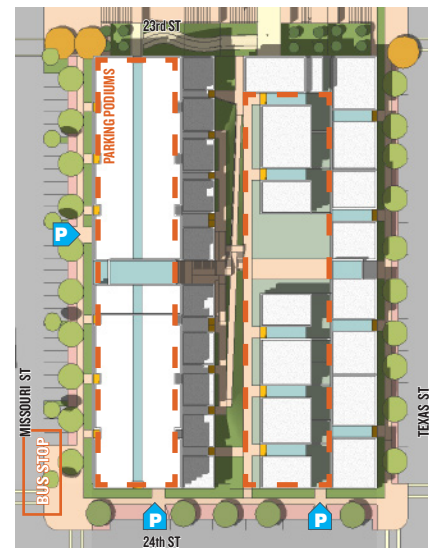


### 5.2.10 - BLOCK M

Block M is envisioned as a series of north/south bars of housing stepping up from Texas to Missouri Streets. The building along Missouri will likely be a corridor building with the rest of the block comprising a series of walk-up buildings with liner units stepping down Texas to the 23rd Street stair.

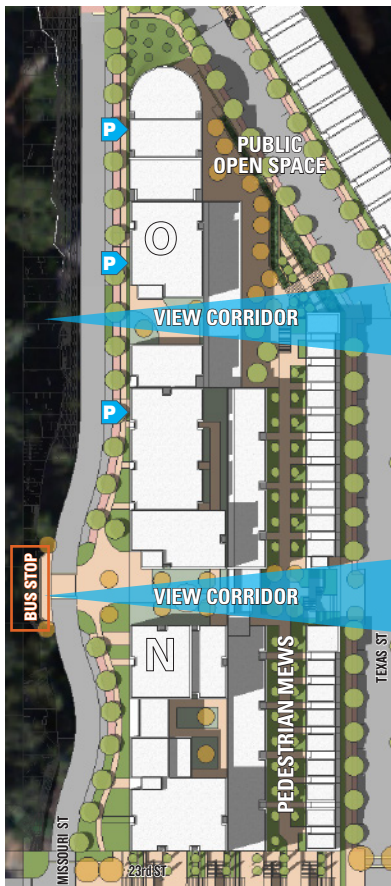
#### Design Guidelines

- Units located along the 23rd Street stair should orient toward the stair and ground floor units should have entries onto the stair where appropriate.
- The courtyard/mews should be accessible directly from 24th Street and the 23rd Street stair.
- The design of the 23rd Street stair and buildings on Block M should be integrated and compliment one another.



Block M Plan





## 5.2.II - BLOCKS N + O

Blocks N & O are envisioned as a series of buildings stepping up the hill. The blocks could be developed as a single project or two or more projects divided north/south by the view corridor/open spaces or east/west by the change in grade. The diagram shows a corridor building above 2-3 levels of parking podium that sits mostly above existing grade, with a 4-5 story single loaded liner building stepping down to the mews. A walk-up liner building fronting the street and the mews is envisioned along Texas Street. The design concept takes advantage of existing grade by locating all of the parking at the top of the site to lessen the amount of cut required.

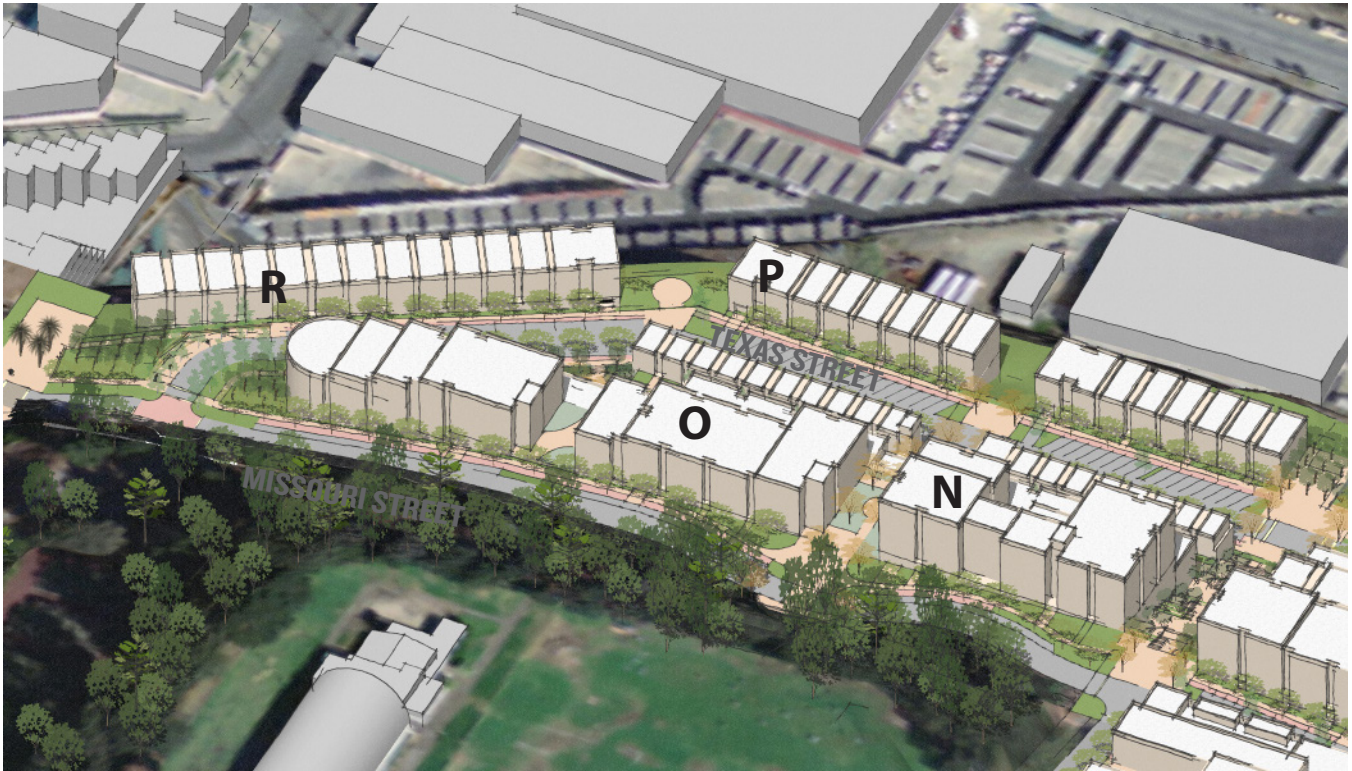
### Development Controls

1. A minimum 50 foot wide view corridor with gathering spaces at Missouri and Texas Streets shall be located between block N & O.
2. A minimum 30 foot view wide corridor shall be located on block O breaking up the building length and mass.
3. View corridors shall be made at sidewalk grade. Landscaping, furniture, stoops, balconies, and bay windows can protrude into view corridor.

### Design Guidelines

- a. The design of the 23rd Street stair, Gateway Open Space, and buildings on block N and O should be integrated and compliment one another.
- b. Obstructions to view corridors should be minimized.
- c. Elevator and stair access to the mews below may be located in the view corridor between blocks N and O. It should be designed to maximize views toward the bay and may not be any wider than necessary for access.





Walk-up Buildings over below grade podium

### 5.2.12 - BLOCKS P + R

Blocks P & R are envisioned as walk-up buildings over parking podiums. Through units would be organized around shared stair cores to take advantage of the views to the east. The parking podiums would serve multiple walk-up stair cores and may have elevator access to street level that would provide access to the walk-up units.

#### Development Controls

1. A minimum 40' wide view corridor shall be located opposite and centered on the breaks between blocks N & O and between blocks P and R.
2. Rear yards shall have a minimum depth of 15'.
3. Where common rear yard open space cannot be adequately designed due to topography challenges, above grade balconies and patios are acceptable.



Block P/R Typical Plan



Prominent corner seen from 25th St.

### 5.2.13 - BLOCK X

Block X combines an existing small open space on SFHA land with SF Unified School District land. The site may be developed as one building or multiple buildings stepping up the site.

#### Design Guidelines

- a. The corner of the building located at 25th and Connecticut Streets should be designed with a special architectural feature and presence.



Plan





## APPENDIX

### A. OFF-SITE OPPORTUNITIES

This section identifies potential future connections to both recreational and transportation amenities to the north and east of the site.

### B. STEEP STREETS DIAGRAM

### C. SUD MODIFICATION TABLE

### D. ACKNOWLEDGEMENTS





The 23rd and Connecticut Stair completes the connection to Rec Center. Conceptual Stair Layout / Design to be determine in consultation with RPD.



View of proposed stair.



View from Plaza



### A.I CONNECTICUT STREET/ POTRERO RECREATION CENTER STAIR (POTENTIAL CONNECTION, OUTSIDE OF REBUILD POTRERO JURISDICTION)

Continuing the Connecticut Street stair north across 23rd Street would complete the connection from the Community Center and the Central Park to Potrero Recreation Center. The stair could provide a pedestrian pathway and overlook with planting and seating in the area now occupied by the rocky cut made for the construction of 23rd Street. The stair is envisioned as a more transparent and contemporary interpretation of historic examples that exist in San Francisco. The stair will need to be integrated into the retaining walls on the north side of 23rd Street. The orientation of the stair may not be on axis with Connecticut Street Stair and may be oriented along the wall. Implementation of the stair requires coordination with and approval by the San Francisco Recreation and Park Department. In 2017-2018 the Recreation and Park Department will be improving the baseball field, including moving the backstop closer to the intersection of Arkansas and 23rd to enlarge the field, improving ADA access, and improving irrigation and drainage. The stair would be integrated within the Recreation Center property in a way that will not impact the function of existing recreational facilities.



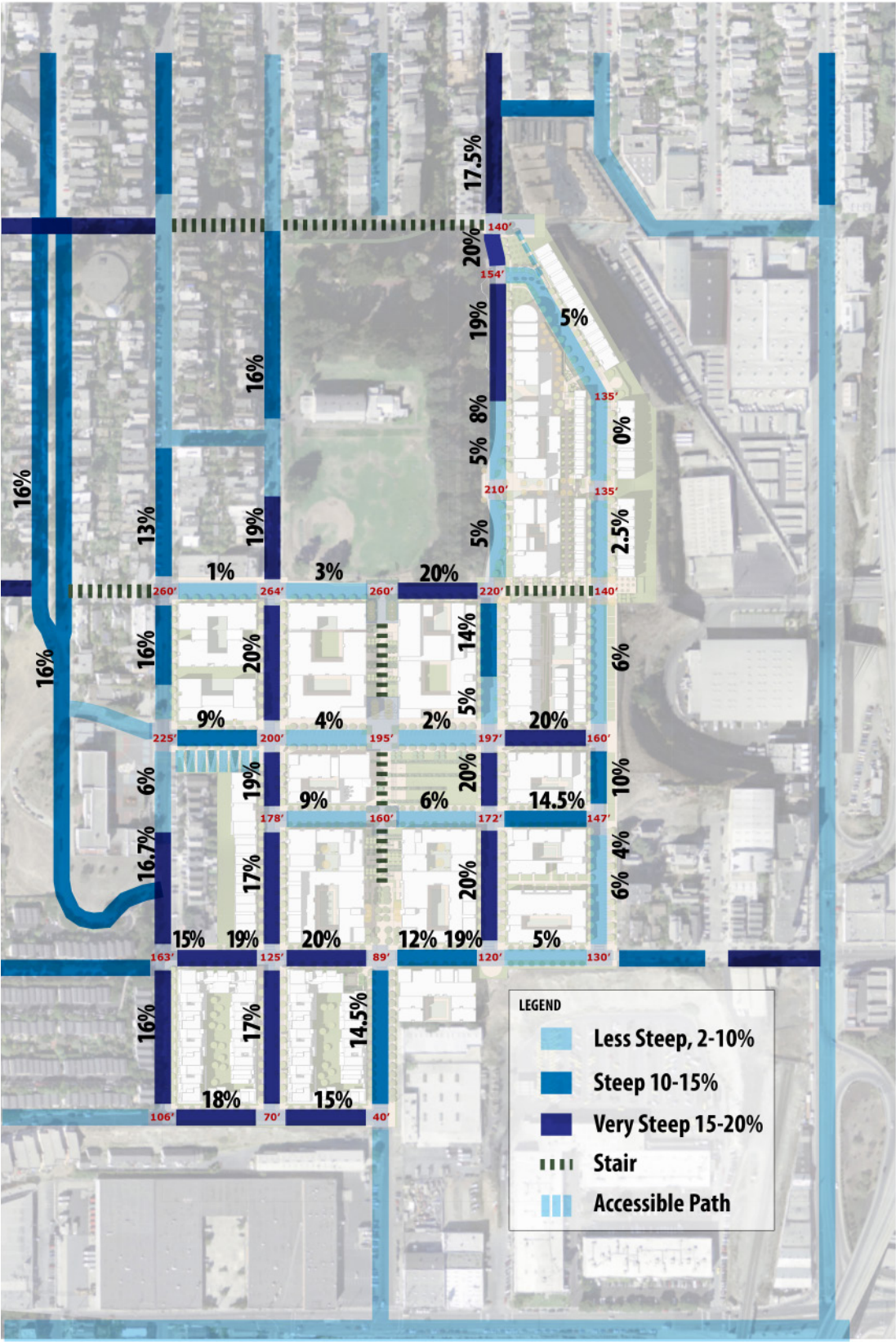
## A.2 POTENTIAL PATH CONNECTION

Connecting the intersection of Missouri and 23rd Streets to the flat “bench” area within the Potrero Rec Center Park could provide a relatively flat connection to Connecticut Street north of 22nd Street.

## A.3 POTENTIAL 22ND STREET CONNECTIONS

There is potential to increase connections from the northern border of the site, along the 22nd Street right-of-way to the Potrero Recreation Center to the west and 22nd Street to the east. The connection to Potrero Rec Center will use the 22nd Street right-of-way to formalize connections to Connecticut Street, Arkansas Street, and the Potrero Rec Center. The potential stair connection to the east is located on private property.

B. STEEP STREETS DIAGRAM





### C. SUD MODIFICATION TABLE

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

DSG Control No. or Nos.	Topic
5.1.1 control 1	Height
5.1.5 controls 1 and 2	Residential Entrances
5.1.7 control 2	Blank Facades
5.1.8 control 1	Meters, Utilities and Trash
5.1.9 controls 2 and 3	Gates and Fences
5.1.11 control 1	Roof Design
5.1.13 control 1	Parking, Parking Entrances and Curb Cuts
5.2.7 control 3	Block J
5.2.8 controls 1, 2, and 3	Block K
5.2.9 controls 1, 2 and 3	Block L

The following Controls as provided in the Design Standards and Guidelines can only be modified through the Major Modification process as described in Subsection xxx.xxx of this Special Use District:

DSG Control No. or Nos.	Topic
5.1.7 controls 1 and 3	Blank Facades
5.1.12 control 1	Building Lighting
5.1.13 controls 2, 3, 4, and 5	Parking, Parking Entrances and Curb Cuts
5.1.14 control 1	Usable Open Space
5.2.2 control 1	Block C & D
5.2.7 control 2	Block J
5.2.13 controls 1 and 2	Blocks P & R

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 ten percent or more from the quantitative standard, the Major Modification process described in Subsection xxx.xxx of this Special Use District would be required.

DSG Control No. or Nos.	Topic
5.1.3 controls 1 and 2	Lot Coverage / Rear Yard
5.1.4 controls 1 and 2	Setback Lines
5.1.5 control 3	Residential Entries
5.1.9 control 1	Gates and Fences
5.1.15 controls 2, 3, and 4	Pedestrian Mews / Paseos
5.2.1 control 1	Block A & B
5.2.11 control 1 and 2	Block N & O
5.2.4 control 1	Block F
5.2.5 control 1	Block G

For any other modification being sought from the Controls of the Design Standards and Guidelines document, the Minor Modification process described in Subsection xxx.xxy of this Special Use District would be required.

### D. ACKNOWLEDGEMENTS

We are pleased to acknowledge the organizations below for the wide range of contributions made to Rebuild Potrero, including time, thoughtful input, food, materials and funding. We are also grateful for the many individuals who have participated in and are continuing to contribute to the Rebuild Potrero process. Thank you all for your time and commitment!

Antonio Roman-Alcala  
Bank on San Francisco  
Beroni Lumber  
Campaign for HOPE SF  
Citi  
Community Initiatives  
Daniel Webster Elementary School  
Dogpatch Neighborhood Assoc.  
Enterprise Foundation  
Evelyn & Walter Haas Foundation  
First 5 San Francisco  
Goat Hill Pizza  
J. Carpenelli Design  
Jennifer Dhillon Associates  
Jen Ramos  
Jessica Wolin  
J.P. Morgan Chase Foundation  
KDG Enterprises  
Mary G. Burke, MD  
Nibbi Brothers Construction  
Parkview Heights Homeowners Association  
Potrero Annex Resident Management  
Potrero Hill Archives Project  
Potrero Hill Association of Merchants and Businesses  
Potrero Booster Neighborhood Association  
Potrero Hill Neighborhood House  
Potrero Hill Recreation Center  
Potrero Terrace Resident Association  
RAMP SF Academy

Recology Golden Gate  
Ruby's Clay Studio  
San Francisco County Transportation Authority  
San Francisco Department of Public Health  
San Francisco Food Bank  
The San Francisco Foundation  
San Francisco County Transportation Authority  
San Francisco Housing Authority  
San Francisco Mayor's Office of Housing  
The San Francisco Parks Alliance  
San Francisco Public Library, Potrero Branch  
San Francisco Planning Department  
San Francisco Recreation & Parks Department  
San Francisco State University Health Equity Institute  
San Francisco State University Public Health Department  
SF Metropolitan Transportation Agency  
SF SAFE  
S.H. Cowell Foundation  
Seifel Consulting  
Sierra Heights Homeowners Association  
Starr King Elementary School  
Stephen Pulliam  
Tali Sedgwick, RD  
YMCA Urban Services

#### Planning Commissioners

Rodney Fong, President  
Dennis Richards, Vice President  
Rich Hillis  
Christine D Johnson  
Katherine Moore

#### Board of Supervisors

Eric Mar  
Mark Farrell  
Aaron Peskin  
Katy Tang  
London Breed  
Jane Kim  
Norman Yee  
Scott Wiener  
David Campos  
Malia Cohen  
John Avalos

### Rebuild Potrero Team

#### Developer:

BRIDGE Housing Corporation

#### Public Partner:

SF Mayor's Office of Housing  
San Francisco Housing Authority

#### Project Consultants:

Curtis Development + Consulting  
Keystone Development Group, LLC  
Equity Community Builders, LLC

#### Master Plan Architect/Urban Design:

Van Meter Williams Pollack LLP

#### Architecture Consultant(Block A&B):

HKIT Architects, YA Studio

#### Landscape Architect:

GLS Landscape Architecture

#### Civil Engineer:

Carlile Macy

#### Sustainability:

SvR Design

#### Geotechnical:

Engeo

#### EIR Consultants:

ICF International  
Atkins Global

#### Transportation Consultants:

CDM Smith  
Fehr & Peers  
Nelson Nygaard

#### Renderings:

Thomas Prosek

# **Potrero HOPE SF**

Case No. 2010.0515 E GPA PCT PCM DEV GEN SHD

Attachment No. 6

Development Agreement







# SAN FRANCISCO PLANNING DEPARTMENT

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## DRAFT Planning Commission Resolution No. Potrero 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.:* 2010.0515 E GPA PCT PCM DEV GEN SHD  
*Project Address:* **Potrero HOPE SF Master Plan Project**  
*Zoning:* RM-2 (Residential – Mixed, Moderate Density)  
40-X Height and Bulk Districts  
Showplace Square/Potrero Area Plan  
*Block/Lot:* Assessor's Block 4167/ 004 and 004A; 4220A/ 001; 4222A/, 001; 4285B/ 001,  
4223/ 001; 4287/001A and 007  
*Project Sponsor:* BRIDGE Housing Corporation  
600 California Street, Suite 900  
San Francisco, CA 94108  
*Staff Contact:* Mat Snyder – (415) 575-6891  
[mathew.snyder@sfgov.org](mailto:mathew.snyder@sfgov.org)

Recommendation: Approve the 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 BRIDGE POTRERO COMMUNITY ASSOCIATES, LLC, FOR CERTAIN REAL PROPERTY LOCATED AT THE POTRERO TERRACE, POTRERO ANNEX HOUSING AUTHORITY SITES AND AT 1101 CONNECTICUT STREET COMPRISED OF ASSESSOR'S BLOCKS AND LOTS 4167/ 004 AND 004A; 4220A/001; 4222A/001; 4285B/ 001; 4223/001; 4287/ 001A AND 007 ALTOGETHER CONSISTING OF APPROXIMATELY 38 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, Bridge Housing, now Bridge Potrero Community Associates, 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 ("Housing Authority") to work with the local Potrero Terrace and Annex and surrounding Potrero Hill 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 ("The Potrero 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 Potrero HOPE SF Master Plan Project ("The Project") is located on the southern and eastern slopes of Potrero Hill and is generally bounded by 22<sup>nd</sup> Street and the Potrero Recreation Center to the north, Wisconsin Street to the west, 25<sup>th</sup> and 26<sup>th</sup> Streets to the South and Texas and Missouri Streets to the east. The Housing Authority currently owns and operates approximately 600 units on approximately 38 acres (including streets).

The Project includes demolition of all existing units, vacation of 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 site would feature a new "Main Street" along a newly established segment of 24<sup>th</sup> Street. This new segment of 24<sup>th</sup> Street would be lined with commercial and community uses, and parks and open space.

The Project is a mixed use, mixed income development with several components: (1) construction of public infrastructure to support the Project; (2) development of privately owned low-income affordable housing on affordable parcels including Housing Authority replacement units and in accordance with an affordable housing plan; (3) development of private market rate residential projects on market rate parcels; and (4) development of community improvements (e.g. 3.5 acres of open space areas, community facilities) throughout the Project. At completion, the Project would include up to 1,700 units, including low-income affordable housing (a minimum of 774 units including at least 619 Housing Authority replacement units) and market rate units (approximately 800 units). The Project also includes approximately 15,000 gross square feet of retail, and 30,000 gross square feet of community serving uses.

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 Potrero 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 Potrero HOPE SF Project, including General Plan Amendments, Planning Code Text Amendments, Planning Code Map Amendments, the approval of the Potrero Design Controls and Guidelines document, and Shadow Impact Findings pursuant to Planning Code section 295.

On December 10, 2015, the Planning Commission reviewed and considered the Final EIR/EIS for the Potrero 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 December 10, 2015, 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, 2015, by Motion No. 19530, 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

**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 the regular monthly 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 the Potrero 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

**DRAFT Resolution No.**  
**Hearing Date: November 17, 2016**

**Case No 2010.0515 E GPA PCT PCM DEV GEN SHD**  
**Potrero HOPE SF Master Plan Project**

AYES:

NOES:

ABSENT:

## LEGISLATIVE DIGEST

[Development Agreement - BRIDGE Potrero Community Associates, LLC - Potrero 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 BRIDGE Potrero Community Associates, LLC, for the Potrero HOPE SF Project at the approximately 38-acre irregularly-shaped site bounded by 23rd Street and Missouri Street to the north, Texas Street to the east, 25th Street and 26th Street to the south, and Wisconsin Street to the west; 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 this 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(b).**

### 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 City and BRIDGE Potrero Community Associates, 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 Potrero HOPE master plan consists of a maximum of 1,700 units, of which approximately 800 are replacement units for existing Potrero households and additional affordable housing units. There are also up to 800 units that will be for market rate homeownership and rental. The master plan includes all new streets and utility infrastructure, 3.5 acres of new open spaces, and approximately 50,000 square feet of new neighborhood serving spaces.

Currently, the San Francisco Housing Authority owns and operates 619 units of public housing on the approximately 38-acre site of the Project, which is located in the Potrero Hill neighborhood of the City.

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 - BRIDGE Potrero Community Associates, LLC - Potrero 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 BRIDGE Potrero Community Associates, LLC, for the Potrero HOPE SF Project at the approximately 38-acre irregularly-shaped site bounded by 23rd Street and Missouri Street to the north, Texas Street to the east, 25th Street and 26th Street to the south, and Wisconsin Street to the west; 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 this 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(b).**

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

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

Section 1. Project Findings.

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 within 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 Potrero HOPE SF project (the "Project"), which is located in the Potrero Hill  
16 neighborhood, is an approximately 38-acre irregularly shaped site bounded by 23rd Street  
17 and Missouri Street to the north, Texas Street to the east, 25th Street and 26th Street to the  
18 south and Wisconsin Street to the west in San Francisco

19 (e) The San Francisco Housing Authority owns and operates 619 units of public  
20 housing on the approximately 38-acre site of the Project.

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 Potrero HOPE master plan consists of a  
2 maximum of 1,700 units, of which approximately 800 are replacement units for existing  
3 Potrero households and additional affordable housing units. There are also up to 800 units  
4 that will be for market rate homeownership and rental. The master plan includes all new  
5 streets and utility infrastructure, 3.5 acres of new open spaces, and approximately 50,000  
6 square feet of new neighborhood serving spaces.

7 (g) BRIDGE Potrero Community Associates, LLC (the "Developer") filed an  
8 application with the City's Planning Department for approval of a development agreement  
9 relating to the Project Site (the "Development Agreement") under Chapter 56. A copy of the  
10 Development Agreement is on file with the Clerk of the Board of Supervisors in File No. \_\_\_\_\_  
11 and is incorporated herein by reference.

12 (h) This ordinance is companion legislation to other ordinances relating to the  
13 Potrero 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 provision shall  
3 prevail,

4 (b) Without limiting the scope of subsection (a), above, which applies to the  
5 Administrative Code Chapters mentioned therein in their entirety, the provisions of  
6 Administrative Code Chapters 14B, 29 and 56 designated below are, as to the Development  
7 Agreement, hereby waived or deemed satisfied. The omission below of a reference to a  
8 particular provision in the Development Agreement or a particular provision in one of the  
9 aforementioned Administrative Code Chapters shall not be construed to negate the  
10 applicability of subsection (a) to such provisions.

11 (1) The Project comprises nearly 40 acres and is the type of large multi-phase and/or  
12 mixed-use development contemplated by the Administrative Code and is deemed to satisfy  
13 the provisions of Chapter 56, Section 56.3(g).

14 (2) The provisions of Development Agreement Section 6.6 and the Workforce MOU  
15 attached to the Development Agreement as Exhibit I shall apply in lieu of the provisions of  
16 City Administrative Code Chapter 14B, Section 14B.20 and Chapter 56, Section 56.7(c).

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

20 (4) The City established the HOPE SF Fund through Ordinance No. 180-07, and  
21 affirmed its commitment to HOPE SF through Resolution No. 556-07. Together, those actions  
22 shall apply in lieu of the provisions of Administrative Code Chapter 29.

23 Section 5. Planning Code Fee Waiver for the Eastern Neighborhoods Impact Fee.

24 Notwithstanding the fee payment requirements of Planning Code Sections 423 et  
25 seq. (Eastern Neighborhoods Impact Fee), the fee payments for the Project as identified in



1 this ordinance are hereby waived. In lieu of paying said fees, the Developer shall pay the  
2 equivalent amount of fees directly to the Mayor's Office of Housing and Community  
3 Development to fund infrastructure and community benefits within the boundaries of the  
4 HOPE SF Potrero Special Use District and as contemplated in the Development  
5 Agreement. Said fees shall be paid at the same time fees are paid in accordance with  
6 Planning Code Sections 423.3 and 423.4.

7 Section 6. Administrative Code Chapter 56 Waiver.

8 In connection with the Development Agreement, the Board of Supervisors finds that the  
9 requirements of Chapter 56, as modified hereby, have been substantially complied with and  
10 waives any procedural or other requirements of Chapter 56 if and to the extent that they have  
11 not been strictly complied with.

12 Section 7. Ratification of Past Actions; Authorization of Future Actions.

13 All actions taken by City officials in preparing and submitting the Development  
14 Agreement to the Board of Supervisors for review and consideration are hereby ratified and  
15 confirmed, and the Board of Supervisors hereby authorizes all subsequent action to be taken  
16 by City officials consistent with this ordinance.

17 Section 8. Effective and Operative Dates.

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

22 (b) This ordinance shall become operative only on the later of (a) the effective date of  
23 this ordinance, or (b) the last occurring effective date among the companion ordinances  
24 identified in Section 1(h) of this ordinance. Copies of said ordinances are on file with the  
25

1 Clerk of the Board of Supervisors in File no. \_\_\_\_\_. No rights or duties are created under the  
2 Development Agreement until the operative date of this ordinance.  
3

4 APPROVED AS TO FORM:  
5 DENNIS J. HERRERA, City Attorney  
6

7 By:   
8 Heidi J. Gewertz  
9 Deputy City Attorney  
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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 BRIDGE-POTRERO COMMUNITY ASSOCIATES 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
- T. Reserved
- U. Subordination Agreement
- V. Form of City Acceptance Ordinance for Dedicated Infrastructure Improvements
- 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 BRIDGE-POTRERO COMMUNITY ASSOCIATES 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 BRIDGE-POTRERO COMMUNITY ASSOCIATES LLC, 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 619 units of public housing on the approximately 38-acre site located in Potrero Hill, 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 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 Project 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 Potrero HOPE SF Special Use District (“**Potrero 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 Potrero 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 Potrero 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 Potrero 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 Potrero 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 “**Potrero 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 Potrero Development Plan Documents, including any approved amendments, will be maintained and held by the Planning Department.

2.82 “**Potrero SUD**” means Planning Code Section \_\_\_\_\_ as adopted by the Board in Ordinance No. \_\_\_\_\_.

2.83 “**Private Stormwater Management Controls**” shall mean Stormwater Management Improvements treating any stormwater from privately-owned and maintained parcels.

2.84 “**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.

2.85 **“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.

2.86 **“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.

2.87 **“Project Site”** has the meaning set forth in Recital A, and as more particularly described in Exhibit A.

2.88 **“Public Health and Safety Exception”** has the meaning set forth in Section 7.5.1.

2.89 **“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.

2.90 “**Public Power**” shall mean electricity service provided to the Project by the SFPUC, per the terms and responsibilities outlined in Exhibit W.

2.91 “**Public Stormwater Management Improvements**” shall mean Stormwater Management Improvements within public right of ways, solely treating runoff from the public right of way.

2.92 “**Relocation Plan**” means a relocation plan for existing Potrero households approved by SFHA in accordance with all applicable state and relocation laws.

2.93 “**Resident Replacement Unit**” means a newly constructed rental unit intended to replace an existing public housing unit for occupancy by an existing Potrero 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.

2.94 “**Restored Obligations**” has the meaning set forth in Section 13.1.

2.95 “**SFMTA**” means the San Francisco Municipal Transportation Agency.

2.96 “**SFPUC**” means the San Francisco Public Utilities Commission.



2.97 “**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.

2.98 “**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.

2.99 “**Subdivision Code**” means the San Francisco Subdivision Code.

2.100 “**Subdivision Map Act**” means the California Subdivision Map Act, California Government Code § 66410 *et seq.*

2.101 “**Temporary Off-site Relocation**” means the temporary moving of an existing Potrero 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 Potrero 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 Potrero 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 Potrero 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 Potrero Plan Documents that requires a change to the Potrero 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 Potrero 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 Potrero 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 Potrero SUD and applicable Planning Code provisions, and the Potrero 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, 11<sup>th</sup> 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, or 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 \_\_\_\_\_

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 \_\_\_\_\_



## **EXHIBIT A**

### **PROJECT SITE LEGAL DESCRIPTION**

#### **PARCEL 1:**

Block 4220A, as shown on "Map of Potrero Low Rent Housing Projects Showing Street Opening", filed September 25, 1940, in [Book "O", Page 16 of Maps](#), in the Office of the Recorder of the City and County of San Francisco.

APN: Lot 001; Block 4220A

#### **PARCEL 2:**

Block 4222A, as shown on the "Map of Potrero Low Rent Housing Projects Showing Street Opening", filed September 25, 1940, in [Book "O", Page 16 of Maps](#), in the Office of the Recorder of the City and County of San Francisco.

APN: Lot 001; Block 4222A

#### **PARCEL 3:**

All of Block 4223A, according to the "Map of Potrero Low Rent Housing Project Showing Street Opening", filed September 25, 1940, in [Book "O", Page 16 of Maps](#), in the Office of the County Recorder of the City and County of San Francisco, State of California, described as follows:

Commencing at the point of intersection of the Westerly line of Texas Street and the Northeasterly tangent line of Dakota Street, as shown upon the map above referred to; running thence Northwesterly along said line of Dakota Street, 761.374 feet; thence continuing Northwesterly along the Northeasterly line of Dakota Street along a curve to the left with a radius of 364 feet tangent the preceding course, a distance of 73.642 feet to the Southerly terminus of the curve with a radius of 30 feet which connects said Northeasterly curve line of Dakota Street with the Southerly tangent line of Twenty-Third Street; thence Northwesterly, Northerly and Northeasterly along said curve to the right, a distance of 69.669 feet to the Northeasterly terminus thereof; thence Easterly along the Southerly line of Twenty-Third Street 320.031 feet to a point distant thereon 100 feet Westerly from the Westerly line of Texas Street; thence at a right angle Southerly 295 feet and 6 inches; thence Easterly 100.315 feet to a point on the Westerly line of Texas Street, distant thereon 454.90 feet Northerly from the point of commencement; thence Southerly along said line of Texas Street 454.90 feet to the point of commencement.

EXCEPTING THEREFROM the following described parcels:

- A. Commencing at a point on the Easterly line of Missouri Street, distant thereon 50 feet South from the Southerly line of Twenty-Third Street; and running Southerly along said Easterly line of Missouri Street 50 feet; thence at a right angle Easterly 100 feet; thence at a right angle Northerly 50 feet; thence at a right angle Westerly 100 feet to the Easterly line of Missouri Street and the point of commencement.
- B. Beginning at the point of intersection of the Southerly line of Twenty-Third Street with the Easterly line of Missouri Street; running thence Southerly along said line of Missouri Street 50 feet; thence at a right angle Easterly 100 feet; thence at a right angle Northerly 50 feet to the Southerly line of Twenty-Third Street; thence at a right angle Westerly along said line of Twenty-Third Street 100 feet to the point of beginning.
- C. That portion of abandoned Missouri Street, 80 feet wide, adjoining the above described parcels.

PARCEL 4:

Commencing at a point on the Westerly line of Texas Street, distant thereon 150 feet Southerly from the Southerly line of Twenty-Third Street; running thence Southerly and along said line of Texas Street 25 feet; thence at a right angle Westerly 100 feet; thence at a right angle Northerly 25 feet; thence at a right angle Easterly 100 feet to the point of commencement.

Being part of Potrero Nuevo Block No. 262.

PARCEL 5:

Commencing at the point on the Westerly line of Texas Street, distant thereon 100 feet Southerly from the Southerly line of Twenty-Third Street; running thence Southerly and along said Westerly line of Texas Street 50 feet; thence at a right angle Westerly 100 feet; thence at a right angle Northerly 50 feet; thence at a right angle Easterly 100 feet to the Westerly line of Texas Street and the point of commencement.

PARCEL 6:

Commencing at a point on the Westerly line of Texas Street, distant thereon 225 feet Southerly from the Southerly line of Twenty-Third Street; running thence Westerly and parallel with the said Southerly line of Twenty-Third Street 100 feet; thence running at a right angle Southerly 70 feet and 6 inches, more or less, to the intersection of the line drawn from the point on the Easterly line of Missouri Street, distant thereon 287 feet, 6 inches Southerly from the Southerly line of Twenty-Third Street to the point on the Westerly line of Texas Street, distant thereon 303 feet, 6 inches Southerly from the Southerly line of Twenty-Third Street; running thence Southeasterly and along the last

mentioned line 101 feet, more or less, to the Westerly line of Texas Street; running thence Northerly and along said Westerly line of Texas Street 78 feet, 6 inches to the point of commencement.

PARCEL 7:

Commencing at a point on the Westerly line of Texas Street, distant thereon 175 feet Southerly from the Southerly line of Twenty-Third Street; running thence Southerly along said line of Texas Street 50 feet; thence at a right angle Westerly 100 feet; thence at a right angle Northerly 50 feet; thence at a right angle Easterly 100 feet to the point of commencement.

Being part of Potrero Block No. 262.

APN: Lot 001; Block 4223

PARCEL 8:

Commencing at the point of intersection of the Easterly line of Wisconsin Street and the Northerly line of Twenty-Sixth Street, running thence Easterly and along said line of Twenty-Sixth Street 480 feet to the Westerly line of Connecticut Street; thence at a right angle Northerly and along said line of Connecticut Street 343 feet to the Southerly line of Twenty-Fifth Street; thence at a right angle Westerly and along said line of Twenty-Fifth Street 480 feet to the Easterly line of Wisconsin Street; thence at a right angle Southerly and along said line of Wisconsin Street 343 feet to the point of commencement.

APN: Lot 001; Block 4285B

PARCEL 9:

Commencing at a point on the Westerly line of Texas Street, distant thereon 125 feet Northerly from the Northerly line of Twenty-Third Street; running thence Northerly and along said line of Texas Street 50 feet; thence at a right angle Westerly 100 feet; thence at a right angle Southerly 50 feet; thence at a right angle Easterly 100 feet to the point of commencement.

Being a part of Potrero Nuevo Block No. 263.

PARCEL 10:

Commencing at a point on the Easterly line of Missouri Street, distant thereon 150 feet Northerly from the Northerly line of Twenty-Third Street; running thence Northerly and along said Easterly line of Missouri Street 150 feet; thence at a right angle Easterly 100

feet; thence at a right angle Southerly 150 feet; thence at a right angle Westerly 100 feet to the Easterly line of Missouri Street and the point of commencement.

PARCEL 11:

Commencing at a point on the Easterly line of Missouri Street, distant thereon 100 feet Northerly from the Northerly line of Twenty-Third Street; running Northerly and along said line of Missouri Street 25 feet; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 25 feet; thence at a right angle Westerly 100 feet to the point of commencement.

Being a part of Potrero Nuevo Block No. 263.

PARCEL 12:

Commencing at a point formed by the intersection of the Northerly line of Twenty-Third Street and the Easterly line of Missouri Street; running thence Easterly and along said Northerly line of Twenty-Third Street 25 feet; thence at a right angle Northerly 100 feet; thence at a right angle Westerly 25 feet to the Easterly line of Missouri Street; and running thence Southerly and along said Easterly line of Missouri Street 100 feet to the Northerly line of Twenty-Third Street and the point of commencement.

PARCEL 13:

Commencing at a point perpendicularly distant 541 feet Southerly from the Southerly line of Twenty-Second Street, and perpendicularly distant 100 feet Easterly from the Easterly line of Missouri Street; thence Easterly and parallel with the Southerly line of Twenty-Third Street 100 feet to the Westerly line of Texas Street; thence at a right angle Northerly and along said Westerly line of Texas Street 279 feet; thence at a right angle Westerly 100 feet; thence at a right angle Southerly 279 feet to the point of commencement.

Being a portion of Potrero Nuevo Block No's 263 and 264.

PARCEL 14:

Commencing at a point which is perpendicularly distant 95 feet Southerly from the Southerly line of Twenty-Second Street and also perpendicularly distant 100 feet Easterly from the Easterly line of Missouri Street; running thence Southerly and parallel with said line of Missouri Street 167 feet; thence at a right angle Easterly 100 feet to the Westerly line of Texas Street; thence at a right angle Northerly along said line of Texas Street 0.107 feet to the Southwesterly line of Texas Street; thence Northwesterly along said Southwesterly line 194.552 feet to a point which is perpendicularly distant 95 feet Southerly from the Southerly line of Twenty-Second Street; thence Westerly 0.014 feet to the point of commencement.



Being part of Potrero Nuevo Block No. 264.

PARCEL 15:

Commencing at a point of intersection of the Southerly line of Twenty-Second Street and the Easterly line of Missouri Street; running thence Southerly along said line of Missouri Street 95 feet; thence at a right angle Easterly 100.014 feet to the Southwesterly line of Texas Street; thence Northwesterly along said line of Texas Street 110.744 feet to the Southerly line of Twenty-Second Street; thence Westerly along said line of Twenty-Second Street 43.100 feet to the point of commencement.

Being part of Potrero Nuevo Block No. 264.

PARCEL 16:

Commencing at a point on the Northerly line of Twenty-Third Street, distant thereon 25 feet Easterly from the Easterly line of Missouri Street; running thence Easterly and along said line of Twenty-Third Street 75 feet; thence at a right angle Northerly 100 feet; thence at a right angle Westerly 75 feet; thence at a right angle Southerly 100 feet to the point of commencement.

Being a part of Potrero Nuevo Block No. 263.

PARCEL 17:

Commencing at the point formed by the intersection of the Northerly line of Twenty-Third Street and the Westerly line of Texas Street; running thence Northerly along said Westerly line of Texas Street 125 feet; thence at a right angle Westerly 100 feet; thence at a right angle Southerly 125 feet to the Northerly line of Twenty-Third Street; running thence Easterly along the said line of Twenty-Third Street 100 feet to the Westerly line of Texas Street and the point of commencement.

PARCEL 18:

Beginning at a point on the Easterly line of Missouri Street, distant thereon 95 feet Southerly from the Southerly line of Twenty-Second Street; running thence Southerly along said line of Missouri Street 446 feet; thence at a right angle Easterly 100 feet; thence at a right angle Northerly 446 feet; thence at a right angle Westerly 100 feet to the point of beginning.

Being portions of Potrero Nuevo Block No's 263 and 264.

PARCEL 19:

Commencing at a point on the Easterly line of Missouri Street, distant thereon 125 feet Northerly from the Northerly line of Twenty-Third Street; running thence Northerly and along said line of Missouri Street 25 feet; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 25 feet; thence at a right angle Westerly 100 feet to the point of commencement.

Being part of Potrero Nuevo Block No. 263.

PARCEL 20:

Commencing at a point on the Easterly line of Missouri Street, distant thereon 300 feet Northerly from the Northerly line of Twenty-Third Street; running thence Northerly along the Easterly line of Missouri Street 25 feet; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 25 feet; thence at a right angle Westerly 100 feet to the point of commencement.

Being part of Potrero Nuevo Block No. 263.

PARCEL 21:

Beginning at a point on the Westerly line of Texas Street, distant thereon 275 feet Easterly from the Northerly line of Twenty-Third Street; running thence Northerly along the Westerly line of Texas Street 50 feet; thence at a right angle Westerly 100 feet; thence at a right angle Southerly 50 feet; and thence at a right angle Easterly 100 feet to the point of beginning.

Being portions of Potrero Nuevo Block No's 263 and 264.

PARCEL 22:

Commencing at a point on the Southerly line of Twenty-Second Street, distant thereon 43.10 feet Easterly from the Easterly line of Missouri Street; running thence Easterly along said line of Twenty-Second Street 69.870 feet to the Northeasterly line of Texas Street; thence Southeasterly along said Northeasterly line 325.006 feet to the Easterly line of Texas Street; thence Southerly along said Easterly line 587.199 feet to the Northerly line of Twenty-Third Street; thence at a right angle Westerly along said Northerly line 80 feet to the Westerly line of Texas Street; thence at a right angle Northerly along said Westerly line of Texas Street; thence at a right angle Northerly along said Westerly line 604.107 feet to the Southwesterly line of Texas Street; thence

Northwesterly along said Southwesterly line 305.296 feet to the point of commencement.

PARCEL 23:

Beginning at the point of intersection of the Southerly line of Twenty-Second Street with the former Westerly line of Missouri Street as the same existed prior to the vacation thereof by Resolution No. 13153 (Series of 1939) adopted March 16, 1953, by the Board of Supervisors of the City and County of San Francisco; and running thence Southerly along said former Westerly line 932.00 feet to the Southerly line of Twenty-Third Street; thence at right angles Easterly along the former Southerly line of Twenty-Third Street as the same existed prior to the vacation thereof by the above mentioned Resolution 280.00 feet to the Westerly line of Texas Street; thence at right angles Northerly along the Northerly production of the Westerly line of Texas Street 66.00 feet to the former Northerly line of Twenty-Third Street; thence at right angles Westerly along said former Northerly line of Twenty-Third Street 200.00 feet to the former Easterly line of Missouri Street; thence at right angles Northerly along said former Easterly line of Missouri Street 866.00 feet to the Southerly line of Twenty-Second Street; thence at right angles Westerly along the Southerly line of Twenty-Second Street 80.00 feet to the point of beginning.

PARCEL 24:

Beginning at the point of intersection of the Northerly line of Twenty-Third Street with the former Easterly line of Texas Street as it existed prior to the vacation thereof by above mentioned Resolution; thence Northerly along said former Easterly line 587.211 feet to an angle point therein; thence deflecting  $30^{\circ} 55' 30''$  to the left and running Northwesterly along the former Northeasterly line of Texas Street 324.989 feet to the Southerly line of Twenty-Second Street; thence deflecting  $59^{\circ} 04' 30''$  to the left and running Westerly along said line of Twenty-Second Street 69.943 feet to the former Southwesterly line of Texas Street; thence deflecting  $120^{\circ} 55' 30''$  to the left and running Southeasterly along last named former line of Texas Street 305.42 feet to an angle point therein; thence deflecting  $30^{\circ} 55' 30''$  to the right and running Southerly along the former Westerly line of Texas Street 604.000 feet to the Northerly line of Twenty-Third Street; thence at right angles Easterly along the former Northerly line of Twenty-Third Street produced Easterly 80.00 feet to the point of beginning.

PARCEL 25:

Commencing at a point on the Easterly line of Missouri Street, distant thereon 50 feet South from the Southerly line of Twenty-Third Street; and running Southerly along said Easterly line of Missouri Street 50 feet; thence at a right angle Easterly 100 feet; thence at a right angle Northerly 50 feet; thence at a right angle Westerly 100 feet to the Easterly line of Missouri Street and the point of commencement.

PARCEL 26:

Commencing at a point on the Westerly line of Texas Street, distant thereon 25 feet Southerly from the Southerly line of Twenty-Third Street; running thence Southerly and along said line of Texas Street 25 feet; thence at a right angle Westerly 100 feet; thence at a right angle Northerly 25 feet; thence at a right angle Easterly 100 feet to the point of commencement.

Being part of Potrero Nuevo Block No. 262.

PARCEL 27:

Commencing at the point of intersection of the Southerly line of Twenty-Third Street and the Westerly line of Texas Street; running thence Southerly and along said line of Texas Street 25 feet; thence at a right angle Westerly 100 feet; thence at a right angle Northerly 25 feet to the Southerly line of Twenty-Third Street; thence at a right angle Easterly along said line of Twenty-Third Street 100 feet to the point of commencement.

Being part of Potrero Nuevo Block No. 262.

PARCEL 28:

Commencing at a point on the Westerly line of Texas Street, distant thereon 50 feet Southerly from the Southerly line of Twenty-Third Street; running thence Southerly and along said line of Texas Street 50 feet; thence at a right angle Westerly 100 feet; thence at a right angle Northerly 50 feet; thence at a right angle Easterly 100 feet to the point of commencement.

Being part of Potrero Nuevo Block No. 262.

PARCEL 29:

Beginning at the point of intersection of the Southerly line of Twenty-Third Street with the Easterly line of Missouri Street; running thence Southerly along said line of Missouri Street 50 feet; thence at a right angle Easterly 100 feet; thence at a right angle Northerly 50 feet to the Southerly line of Twenty-Third Street; thence at a right angle Westerly along said line of Twenty-Third Street 100 feet to the point of beginning.

EXCEPTING THEREFROM Parcels Nine through Twenty-Nine above all that portion conveyed to the City and County of San Francisco for the use of public streets by Deed recorded December 2, 1953, in [Book 6276 of Official Records, Page 57](#).



PARCEL 30:

Commencing at the point of intersection of the Northerly line of Twenty-Third Street and the Easterly line of Texas Street; running thence Northerly and along said line of Texas Street 25 feet; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 25 feet to the Northerly line of Twenty-Third Street; thence at a right angle Westerly along said line of Twenty-Third Street 100 feet to the point of commencement.

Being part of Potrero Nuevo Block No. 286.

PARCEL 31:

Commencing at a point on the Easterly line of Texas Street, distant thereon 25 feet Northerly from the Northerly line of Twenty-Third Street; running thence Northerly and along said line of Texas Street 25 feet; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 25 feet; thence at a right angle Westerly 100 feet to the point of commencement.

Being part of Potrero Nuevo Block No. 286.

PARCEL 32:

Commencing at a point on the Easterly line of Texas Street, distant thereon 50 feet Northerly from the Northerly line of Twenty-Third Street; running thence Northerly and along said Easterly line of Texas Street 50 feet; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 50 feet; thence at a right angle Westerly 100 feet to the Easterly line of Texas Street and to the point of commencement.

Being a part of Potrero Nuevo Block No. 286.

PARCEL 33:

Commencing at a point on the Easterly line of Texas Street, distant thereon 100 feet Northerly from the Northerly line of Twenty-Third Street; running thence Northerly and along said line of Texas Street 50 feet; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 50 feet; thence at a right angle Westerly 100 feet to the point of commencement.

Being part of Potrero Nuevo Block No. 286.

PARCEL 34:

Commencing at a point on the Easterly line of Texas Street, distant thereon 150 feet Northerly from the Northerly line of Twenty-Third Street; running thence Northerly along said line of Texas Street 27 feet, 3 inches; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 27 feet, 3 inches; thence at a right angle Westerly 100 feet to the point of commencement.

Being part of Potrero Nuevo Block No. 286.

PARCEL 35:

Commencing at a point on the Easterly line of Texas Street, distant thereon 177 feet, 3 inches Northerly from the Northerly line of Twenty-Third Street; running thence Northerly and along said line of Texas Street 27 feet, 3 inches; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 27 feet, 3 inches; thence at a right angle Westerly 100 feet to the point of commencement.

Being part of Potrero Nuevo Block No. 286.

PARCEL 36:

Commencing at a point on the Easterly line of Texas Street, distant thereon 204 feet, 6 inches Northerly from the Northerly line of Twenty-Third Street; running thence Northerly along the Easterly line of Texas Street 29 feet, 11 inches; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 29 feet, 11 inches; and thence at a right angle Westerly 100 feet to the Easterly line of Texas Street and the point of commencement.

Being a part of Potrero Nuevo Block No. 285.

PARCEL 37:

Commencing at a point on the Easterly line of Texas Street, distant thereon 234 feet, 5 inches Northerly from the Northerly line of Twenty-Third Street; running thence Northerly and along said line of Texas Street 198 feet, 7 inches; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 198 feet, 7 inches; thence at a right angle Westerly 100 feet to the point of commencement.

Being a part of Potrero Nuevo Block No. 286.

PARCEL 38:

Commencing at a point on the Westerly line of Texas Street, distant thereon 175 feet Northerly from the Northerly line of Twenty-Third Street; running thence Northerly along said Westerly line of Texas Street 100 feet; thence at a right angle Westerly

100 feet; thence at a right angle Southerly 100 feet; thence at a right angle Easterly 100 feet to the Westerly line of Texas Street and the point of commencement.

Being a part of Potrero Nuevo Block No. 285.

PARCEL 39:

Commencing at a point on the Easterly line of Texas Street, distant thereon 433 feet Northerly from the Northerly line of Twenty-Third Street; running thence Easterly and parallel with said line of Twenty-Third Street 92.380 feet; thence deflecting to the left  $120^{\circ} 55' 33''$  and running Northwesterly 179.754 feet to a point on the Easterly line of Texas Street, distant thereon 154.199 feet Northerly from the point of commencement; thence Southerly along said line of Texas Street 154.199 feet to the point of commencement.

Being a part of Potrero Nuevo Block No. 285.

APN: Lot 004 and Lot 004A; Block 4167

**EXHIBIT B**

**SITE PLAN**

**[Attached]**



# SITE PLAN



**REBUILD POTRERO** | **SITE PLAN DIAGRAMS**  
 SAN FRANCISCO, CA | AUGUST 2013

**BRIDGE** Building  
**BUILD** **YAN METER WILLIAMS POLLACK**

## EXHIBIT C

### PROJECT DESCRIPTION

The Potrero HOPE SF Project is public purpose, master-planned revitalization of the Potrero Terrace and Potrero Annex public housing sites 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 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 619 units of public housing on approximately 38 acres. The Potrero 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 Potrero households. The key principle of the HOPE SF Initiative is underscored in both the SFHA’s Right to Return Policy and the City’s Right to Revitalized Housing Ordinance, which states that all existing Potrero 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 Potrero Terrace and Annex and the wider Potrero Hill neighborhood in 2008-2010. Additionally, community-building activities have occurred that ensure active participation in all aspects of the change process by Potrero residents throughout the predevelopment period and continue today. The CEQA and NEPA evaluation of this master plan was completed and approved in 2015 and allows:

- New construction of up to 1,700 housing units, including approximately 800 replacement and other affordable rental units and approximately 800 market rate units.
- Approximately 13.5 acres of reconfigured and new streets and utilities, transit-related infrastructure, and accessible paths of travel.
- Approximately 3.5 acres of new open spaces including a central park, community garden, terraced mid-block plazas, a pocket park, and overlooks to capture the site’s dramatic views.

- Up to 50,000 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 December 2015 more fully describes the master plan that was evaluated by the Planning Department and HUD under the CEQA and NEPA criteria.

## **Project**

The Potrero HOPE SF Project that is memorialized in this Agreement, the Potrero HOPE SF Special Use District, and the Potrero Master Development Agreement is within the envelope of the approved master plan and consists of the following highlights:

- ❖ Construction of at least 774 new rent-restricted apartments that will be affordable to existing Potrero 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 11 housing sites or blocks throughout the Project Site, including one vacant site located immediately adjacent to Potrero Terrace at the corner of 25<sup>th</sup> and Connecticut.
- ❖ Construction of approximately 800 market rate housing units which are planned as either for-sale homeownership or market rate rental units located on 8 blocks of varying sizes. MOHCD may subsidize the development of affordable homeownership at some locations.
- ❖ Construction of a series of open spaces located throughout the property totaling approximately 3.5 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 15,000 gross square feet of new neighborhood spaces for local retail businesses.
- ❖ Construction of a new Community Center of approximately 30,000 gross square feet at Block G adjacent to the future central park and along 24<sup>th</sup> Street. 24<sup>th</sup> Street is planned as the site’s “main street” with parks, outdoor programming, retail, and the community center.
- ❖ 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 is anticipated to occur in five phases. The Phasing Plan is structured such 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 to the fullest extent possible. 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:

#### **Phase 1: Parcel X<sup>1</sup> infill development:**

- a. Development of a .69-acre vacant lot into 72 units of Affordable Housing<sup>2</sup>

#### **Phase 2:**

- a. Demolition of 91 existing residential units and surrounding infrastructure
- b. Construction of Block B, approximately 90-94 units of Affordable Housing
- c. Offer of sale of Block A for the development of market rate housing

#### **Phase 3:**

- a. Demolition of 133 existing residential units and surrounding infrastructure
- b. Construction of Blocks Q & R, approximately 95 units of Affordable Housing
- c. Preparation of market rate Blocks N, O, and P for sale

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<sup>1</sup> Note, although Block X is included in the description of overall phasing, it is not included in the Project Site and is not subject to this Development Agreement.

<sup>2</sup> 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 4:

- a. Demolition of 45 existing residential units and surrounding infrastructure
- b. Construction of Block J1, approximately 65 of Affordable Housing

Phase 5:

- a. Demolition of 329 existing residential units and surrounding infrastructure
- b. Construction of Blocks in sub-phases
  - a. Sub-phase 5A
    - i. Construction of Blocks J2 and M, approximately 185 units of Affordable Housing
    - ii. Preparation of market rate Blocks K and L for sale
  - b. Sub-phase 5B
    - i. Construction of Blocks C and G, approximately 160 units of Affordable Housing
    - ii. Construction of Community Center
    - iii. Preparation of market rate Block F for sale
  - c. Sub-phase 5C
    - i. Construction of Blocks D and H, approximately 160 units of Affordable Housing
    - ii. Construction of Central Park
    - iii. Preparation of market rate Block E for sale

## **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 619 Potrero Terrace and Annex 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 Potrero 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 619 Resident Replacement Units (on-site or off-site).
  - b. Within the Project, at least 774 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 619 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 619.
    - iii. At least 155 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 774 units.
  - d. For the purposes of the this section, Resident and Community Replacement Units provided on parcels that are on within current Potrero 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. Phase 1: 100% affordable<sup>3</sup>
    - ii. Phase II: 50% affordable, 50% market rate
    - iii. Phase III: 30% affordable, 70% market rate
    - iv. Phase IV: 100% affordable
    - v. Phase V: 60% affordable, 40% market rate
  - b. Developer and 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.

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<sup>3</sup> Note, Phase 1 consists of development on Block X. Although Phase 1 is shown here for information and reference, Block X is not included in the Project Area and is not subject to this Development Agreement.

- 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 Potrero 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 Potrero household to a new and permanent residence off-site and which waives the household’s right to return to a new Potrero 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 Potrero 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 Potrero 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 DSG, and the Master Infrastructure Plan attached to this Agreement as Exhibit P.

**Public Infrastructure Improvements:** The following Public Infrastructure Improvements (as defined in Section 2.89 of this Agreement) will be dedicated to the City and publicly-accessible:

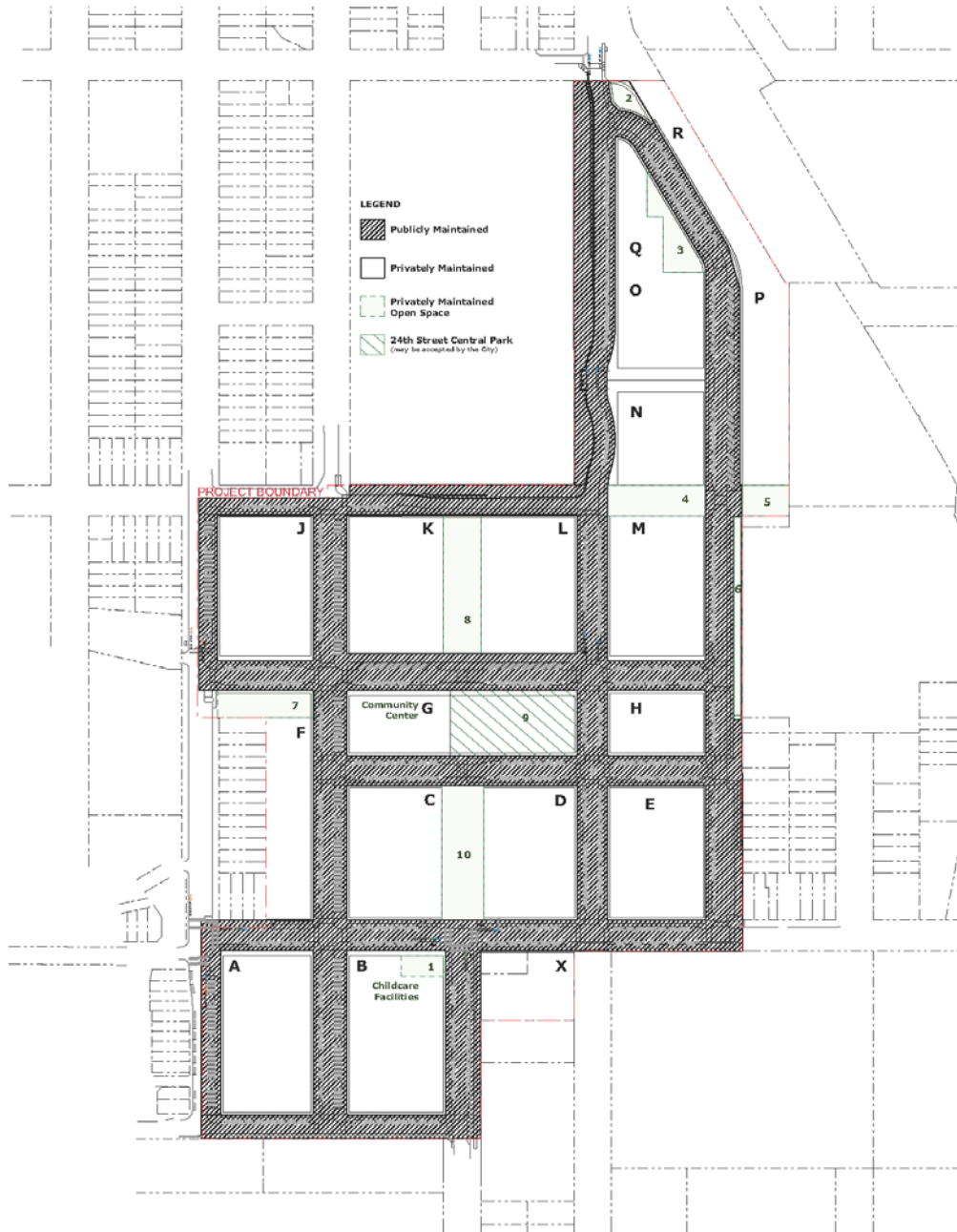
- Streets
- Sidewalks adjacent to streets and related furniture, fixtures, and equipment
- Landscaping within the public right-of-way including but not limited to street trees on any streets or sidewalks classified as Public Infrastructure Improvements
- Pedestrian safety improvements on any streets 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
- 24<sup>th</sup> Street Central Park (unless dedicated to the City)
- 25<sup>th</sup> and Connecticut Mini Park
- 24<sup>th</sup> Street Squiggle Park
- Texas Street Edible Garden
- 23<sup>rd</sup> Street Stair & Overlook
- Gateway Open Space
- Connecticut Park Terraces
- Childcare Facility
- Community Facilities

## EXHIBIT F

### AREA OF PRIVATE MAINTENANCE AND OPERATIONS OBLIGATION MAP





## 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. 23rd Street Stair & Overlook
  - iv. Connecticut Park Terraces
- 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.
  - ii. Community Facilities. It is anticipated that community facilities will be established in the Block G Community Center.

## **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. 24th Street Central Park (unless dedicated to the City)
  - ii. 25th and Connecticut Mini Park
  - iii. 24th Street Squiggle Park
  - iv. Texas Street Edible Garden
  - v. Gateway 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
Eastern Neighborhoods Impact Fee Equivalent	S.F. Plan. Code §423	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**

- Eastern Neighborhoods Impact Fee Equivalent: This fee is applicable as specified in Table 1 and shall apply to Market Rate units developed in the Project. Notwithstanding the fee payment requirements of Planning Code Section 423 et seq. (Eastern Neighborhoods Impact Fee), the fee payments for the Potrero HOPE SF project as identified in this Agreement are hereby waived. In lieu of paying said fees, the Developer or its Transferees shall pay the equivalent amount of fees directly to the Mayor's Office of Housing and Community Development. Said fees shall be paid at the same time fees are paid in accordance with Planning Code Sections 423.3 et seq. and 423.4 et seq. Said fees shall be used to fund infrastructure and community benefits within the boundaries of the HOPE SF Potrero Special Use District.
- 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 the 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 seventeen (17) 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 Potrero SUD and Design Standards and Guidelines (“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 Potrero 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 X<sup>4</sup> at a minimum.
  - ii. Phase 2 will consist of Blocks A and B (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

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<sup>4</sup> Note, although Block X is referred to in this Exhibit for information and reference in connection with overall phasing, it is not included in the Project Area and is not subject to this Agreement.

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) the 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 24<sup>th</sup> Street Central Park open space must be determined Complete before the Project's final 774<sup>th</sup> Affordable Housing unit may receive its Temporary Certificate of Occupancy;
  - ii. The remaining open spaces listed here must be developed with the associated block as outlined in Table 1 below, including: 25th and Connecticut MiniPark, 24th Street Squiggle Park, Texas Street Edible Garden, 23rd Street Stair & Overlook, Gateway Open Space, and the Connecticut Park Terraces.
  - iii. The open spaces listed in this section 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 Potrero SUD and Exhibit K.
  - iv. 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.
  - v. The Potrero DSG outlines certain potential open space improvements that are not required elements of the Project, such as improvements to RPD's Potrero Rec Center, 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 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 childcare facilities are to be completed prior to the demolition or closure of existing corresponding facilities to the extent that they are still actively operating at the time of demolition (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). For any occupied housing units that are to be demolished to facilitate construction of new Community and Childcare Facilities, those households must be provided adequate housing alternatives per the MDA Relocation Plan.

## **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 Potrero 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 or series of blocks 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. 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.**

<b>Block</b>	<b>Community Improvement and/or Public Infrastructure Improvements</b>
X	<ul style="list-style-type: none"><li>▪ Adjacent street segments of Connecticut between 25<sup>th</sup> and 26<sup>th</sup> Streets, and 25<sup>th</sup> Street between Connecticut and Texas Streets</li></ul>
A	<ul style="list-style-type: none"><li>▪ Adjacent street segments of 26<sup>th</sup> Street, and 25<sup>th</sup> Street</li><li>▪ Adjacent street segment of Arkansas Street if not completed in conjunction with Block B</li><li>▪ Sidewalk improvements along Wisconsin between 25<sup>th</sup> and 26<sup>th</sup> Streets</li></ul>
B	<ul style="list-style-type: none"><li>▪ 25th and Connecticut MiniPark</li><li>▪ Adjacent street segment of Arkansas if not completed in conjunction with Block A</li><li>▪ Adjacent street segments of 25th and 26th Streets</li></ul>
N	<ul style="list-style-type: none"><li>▪ 23rd Street Stair &amp; Overlook if not completed in conjunction with Block M</li><li>▪ Adjacent street segment of Missouri</li><li>▪ Adjacent street segment of Texas if not completed in conjunction with</li></ul>

	Block P
O	<ul style="list-style-type: none"> <li>▪ Adjacent street segment of Missouri</li> <li>▪ Adjacent street segment of Texas if not completed in conjunction with Blocks P and/or R</li> <li>▪ Gateway Open Space if not completed in conjunction with Block R</li> </ul>
P	<ul style="list-style-type: none"> <li>▪ Adjacent street segment of Texas if not completed in conjunction with Blocks N and/or O</li> </ul>
R	<ul style="list-style-type: none"> <li>▪ Adjacent street segment of Texas if not completed in conjunction with Block O</li> </ul>
J (Phase 4/North portion)	<ul style="list-style-type: none"> <li>▪ Adjacent Segment of 23<sup>rd</sup> Street</li> <li>▪ Adjacent sidewalk improvements along Wisconsin</li> </ul>
J (Phase 5/South Portion)	<ul style="list-style-type: none"> <li>▪ Adjacent sidewalk improvements along Wisconsin</li> <li>▪ Adjacent segment of 24<sup>th</sup> Street if not completed in conjunction with Block F</li> <li>▪ Adjacent segment of Arkansas if not completed in conjunction with Block K</li> </ul>
K	<ul style="list-style-type: none"> <li>▪ Adjacent street segment of 23<sup>rd</sup> Street</li> <li>▪ Adjacent street segment of Arkansas if not completed in conjunction with Block J</li> <li>▪ Adjacent street segment of 24<sup>th</sup> Street if not completed in conjunction with Block G</li> <li>▪ Upper Connecticut Park Terraces if not completed in conjunction with Block L</li> </ul>
L	<ul style="list-style-type: none"> <li>▪ Adjacent street segment of 23<sup>rd</sup> Street</li> <li>▪ Adjacent street segment of Missouri if not completed in conjunction with</li> </ul>

	<p>Block M</p> <ul style="list-style-type: none"> <li>▪ Adjacent street segment of 24<sup>th</sup> Street if not completed in conjunction with construction of the Central Park</li> <li>▪ Upper Connecticut Park Terraces if not completed in conjunction with Block K</li> </ul>
M	<ul style="list-style-type: none"> <li>▪ 23rd Street Stair &amp; Overlook if not completed in conjunction with Block N</li> <li>▪ Adjacent street segment of Missouri if not completed in conjunction with Block L</li> <li>▪ Adjacent street segment of Texas and Community Garden if not previously completed</li> <li>▪ Adjacent street segment of 24<sup>th</sup> Street if not completed in conjunction with Block H</li> </ul>
F	<ul style="list-style-type: none"> <li>▪ Adjacent street segment of Arkansas if not completed in conjunction with Blocks G and/or C</li> <li>▪ Squiggle Park if not previously completed</li> </ul>
G	<ul style="list-style-type: none"> <li>▪ Adjacent street segment of Arkansas if not completed in conjunction with Block F</li> <li>▪ Adjacent street segment of 24<sup>th</sup> Street if not completed in conjunction with Block K</li> <li>▪ Adjacent street segment of 24 and ½ Street if not completed in conjunction with Block C</li> </ul>
C	<ul style="list-style-type: none"> <li>▪ Adjacent street segment of Arkansas if not completed in conjunction with Block F</li> <li>▪ Adjacent street segment of 24 and ½ Street if not completed in conjunction with Block G</li> <li>▪ Lower Connecticut Park Terraces if not completed in conjunction with</li> </ul>

	Block D
D	<ul style="list-style-type: none"> <li>▪ Lower Connecticut Park Terraces if not completed in conjunction with Block C</li> <li>▪ Adjacent street segment of 24 and ½ Street if not previously completed as part of construction of Central Park</li> <li>▪ Adjacent street segment of Missouri if not completed in conjunction with Block E</li> </ul>
H	<ul style="list-style-type: none"> <li>▪ Adjacent street segment of 24<sup>th</sup> Street if not completed in conjunction with Block M</li> <li>▪ Adjacent street segment of 24 and ½ Street if not completed in conjunction with Block E</li> <li>▪ Adjacent street segment of Missouri if not previously completed as part of construction of Central Park</li> <li>▪ Adjacent street segment of Texas if not previously completed</li> </ul>
E	<ul style="list-style-type: none"> <li>▪ Adjacent street segment of Missouri if not completed in conjunction with Block D</li> <li>▪ Adjacent street segment of 24 and ½ Street if not completed in conjunction with Block H</li> <li>▪ Adjacent street segment of Texas if not previously completed</li> </ul>
Central Park	<ul style="list-style-type: none"> <li>▪ Central Park must be completed prior to the issuance of Temporary Certificates of Occupancy for the 774th Affordable Housing unit</li> <li>▪ Adjacent street segments of Missouri, 24<sup>th</sup> Street and 24<sup>th</sup> and ½ Street if not completed with Blocks H, L, and D, respectively</li> </ul>

## Plan 1



## EXHIBIT K

### DEVELOPMENT OF PROJECT SITE AND DEVELOPMENT PHASE APPLICATION PROCESS

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 Potrero Plan Documents related to the Potrero 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 Potrero 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 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 an 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 Potrero 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 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 Potrero HOPE SF Special Use District and incorporates the DSG for the Project Site (the "**Potrero Special Use District**" or "**Potrero SUD**"). The Potrero 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 Potrero 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 Potrero 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 Potrero Plan Documents, the applicable Development Phase Application, and the procedures specified in the Potrero 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 Potrero 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 Potrero Special Use District, the DSG and Guidelines, and the other Potrero 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 Potrero 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 Potrero 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 Potrero Infrastructure Plan, subsequent Master Utility Plans, and the 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 Potrero 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 Potrero 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 SFSFPUC 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.

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 \_\_\_ 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 SFSFPUC 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 Potrero 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 Potrero 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 Potrero 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 Potrero 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 DPW 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, Potrero 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 Potrero 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 Potrero 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 Potrero 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	May be submitted concurrently with Phase



Improvements	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>

<b>Submission</b>	<b>Content</b>	<b>Primary Reviewing Department (intake point, owner of process)</b>	<b>Secondary Reviewing Departments (receive submissions from primary department)</b>	<b>Approval Entity</b>	<b>Where is process specified?</b>
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	PLANNING	DA Exhibit re: Phase Applications

			by depts.		
DESIGN REVIEW – vertical structures	Detailed design of buildings, modifications	PLANNING	n/a	PLANNING	Potrero SUD
DESIGN REVIEW – community improvements (that are not SIP improvements)	Detailed design of open spaces, modifications	PLANNING	To be determined by Planning based on application	PLANNING	Potrero SUD
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 Potrero 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 Potrero 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.)

1.

**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)**

# MITIGATION MONITORING AND REPORTING PROGRAM for the POTRERO HOPE SF MASTER PLAN DRAFT EIR/EIS

## MONITORING AND REPORTING PROGRAM

Responsibility for  
Implementation

Adopted Mitigation Measures

Project  
Action

Reporting  
Responsibility

Monitoring Schedule

### MITIGATION MEASURES AGREED TO BY PROJECT SPONSOR

#### VISUAL QUALITY/AESTHETICS

##### *Mitigation Measure M-AE-1: Reduce Heights of Buildings Along 24th Street*

The project sponsor shall reduce heights of buildings along 24th Street in order to preserve views of the McLaren Ridge and San Bruno Mountain from the Potrero Hill Recreation Center. Specifically, the height of Block J along 24th Street shall not exceed 30 feet; the height of Block K along 24th Street shall not exceed 40 feet; and the northwest portion of Block L shall not exceed 40 feet.

Project sponsor and contractor

During project design.

Design plans must abide by the height restrictions

City and County of San Francisco

Considered complete when approved by the County and City of San Francisco.

##### *Improvement Measure IM-AE-2a: Construction Period Screening and Cleaning*

Prior to the issuance of any site activity or building permits, construction documents shall be prepared to require all contractors to strictly control the staging and cleanliness of construction equipment stored or driven beyond the limits of the work area. Construction equipment shall be parked and staged on the Project site, and staging areas shall be screened from view at the street level. Before building permits are issued, the project applicant (through the construction contractors) shall submit a construction staging, access, and parking plan to the San Francisco Department of Building Inspection for review and approval. Construction workers shall be prohibited from parking their vehicles on the street outside of the Project site. Vehicles shall be kept clean and free of mud and dust before leaving the Project site. Each week, the project contractors shall be required to sweep surrounding streets used for construction access to maintain them free of dirt and debris.

Project sponsor and contractor

Prior to the issuance of any site activity or building permits.

Construction equipment must be parked and staged on the Project site, and staging areas shall be screened from view at the street level.

Construction workers prohibited from parking vehicles on the street outside of the Project site.

Department of Building Inspection

Construction staging, access, and parking plan.

Considered complete after construction activities have ended.

POTRERO HOPE SF MASTER PLAN DRAFT EIR/EIS  
MITIGATION MONITORING AND REPORTING PROGRAM

CASE NO. 2010.0515E  
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## MONITORING AND REPORTING PROGRAM

Vehicles must be kept free of mud and dust before leaving the Project site.

### CULTURAL AND PALEONTOLOGICAL RESOURCES

#### Mitigation Measure M-CP-2a: Archaeological Resource Discovery

The project applicant shall retain the services of an archaeological consultant from the pool of qualified archaeological consultants maintained by the Planning Department archaeologist. 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. Archaeological monitoring and/or data recovery programs required by this measure could suspend construction of the Proposed 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).

*Consultation with Descendant Communities.* On discovery of an archaeological site<sup>1</sup> associated with descendant Native Americans or the Overseas Chinese an appropriate representative<sup>2</sup> of the descendant group and the ERO shall be contacted. The representative of the descendant group

During construction if archaeological resources are discovered. Archaeological consultant will conduct an archaeological testing program. The consultant will conduct an archaeological monitoring and/or data recovery program if necessary.

Environmental Review Officer

Considered complete after potential effects on a significant archaeological resource reduced to a less-than-significant level.

- <sup>1</sup> The term "archaeological site" is intended here to minimally include any archaeological deposit, feature, burial, or evidence of burial.
- <sup>2</sup> An "appropriate representative" of the descendant group is here defined to mean, in the case of Native Americans, any individual listed in the current Native American Contact List for the City and County of San Francisco maintained by the California Native American Heritage Commission and in the case of the Overseas Chinese, the Chinese Historical Society of America.

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## MONITORING AND REPORTING PROGRAM



shall be given the opportunity to monitor archaeological field investigations of the site and to consult with ERO regarding appropriate archaeological treatment of the site, of recovered data from the site, and, if applicable, any interpretive treatment of the associated archaeological site. A copy of the Final Archaeological Resources Report shall be provided to the representative of the descendant group.

*Archaeological Testing Program.* 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 will be to determine to the extent possible the presence or absence of archaeological resources and to identify and to evaluate whether any archaeological resource encountered on the site constitutes a historical resource under CEQA.

At the completion of the archaeological testing program, the archaeological consultant shall submit a written report of the findings to the ERO. If based on the archaeological testing program the archaeological consultant finds that significant archaeological resources may be present, the ERO in consultation with the archaeological consultant shall determine if additional measures are warranted. Additional measures that may be undertaken include additional archaeological testing, archaeological monitoring, and/or an archaeological data recovery program. If the ERO determines that a significant archaeological resource is present and that the resource could be adversely affected by the Proposed Project, at the discretion of the project applicant either:

- The Proposed Project shall be redesigned so as to avoid any adverse effect on the significant archaeological resource; or
- A data recovery program shall be implemented, unless the ERO determines that the archaeological resource is of greater interpretive than research significance and that interpretive use of the resource is feasible.

POTRERO HOPE SF MASTER PLAN DRAFT EIR/EIS  
MITIGATION MONITORING AND REPORTING PROGRAM

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## MONITORING AND REPORTING PROGRAM

*Archaeological Data Recovery Program.* The archaeological data recovery program shall be conducted in accord with an archaeological data recovery plan (ADRP). The archaeological consultant, project applicant, and ERO shall meet and consult on the scope of the ADRP prior to preparation of a draft ADRP. The archaeological 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 archaeological resource is expected to contain. That is, the ADRP will identify what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. Data recovery, in general, should be limited to the portions of the historical property that could be adversely affected by the Proposed Project. Destructive data recovery methods shall not be applied to portions of the archaeological resources if nondestructive methods are practical.

The scope of the ADRP shall include the following elements:

- *Field Methods and Procedures.* Descriptions of proposed field strategies, procedures, and operations.
- *Cataloguing and Laboratory Analysis.* Description of selected cataloguing system and artifact analysis procedures.
- *Discard and Deaccession Policy.* Description of and rationale for field and post-field discard and deaccession policies.
- *Interpretive Program.* Consideration of an on-site/off-site public interpretive program during the course of the archaeological data recovery program.
- *Security Measures.* Recommended security measures to protect the archaeological resource from vandalism, looting, and non-intentionally damaging activities.
- *Final Report.* Description of proposed report format and distribution of results.
- *Curation.* Description of the procedures and recommendations for the curation of any recovered data having potential research value.

POTRERO HOPE SF MASTER PLAN DRAFT EIR/EIS  
MITIGATION MONITORING AND REPORTING PROGRAM

CASE NO. 2010.0515E  
SCH No. 2010112029  
November 2015

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## MONITORING AND REPORTING PROGRAM

Responsibility for Implementation: Mitigation Schedule: Monitoring Schedule:

identification of appropriate curation facilities, and a summary of the accession policies of the curation facilities.

*Human Remains and Associated or Unassociated Funerary Objects.* The treatment of human remains and of associated or unassociated funerary objects discovered during any soils disturbing activity shall comply with applicable State and Federal laws. This shall include immediate notification of the Coroner of the City and County of San Francisco and in the event of the Coroner's determination that the human remains are Native American remains, notification of the California State NAHC who shall appoint a Most Likely Descendant (MLD) (Pub. Res. Code Sec. 5097.98). The archaeological consultant, project applicant, and MLD shall make all reasonable efforts to develop an agreement for the treatment of, with appropriate dignity, human remains and associated or unassociated funerary objects (CEQA Guidelines Section 15064.5(d)). The agreement should take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects.

*Final Archaeological Resources Report.* The archaeological consultant shall submit a Draft Final Archaeological Resources Report (FARR) to the ERO that evaluates the historical significance of any discovered archaeological resource and describes the archaeological and historical research methods employed in the archaeological testing/monitoring/data recovery program(s) undertaken. Information that may put at risk any archaeological resource shall be provided in a separate removable insert within the final report.

Once approved by the ERO, copies of the FARR shall be distributed as follows: California Archaeological Site Survey 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 NRHP/CRHR. 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.

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Assigned Migration Process	Responsibility for Implementation	Migration Schedule	Migration Reporting Responsibility	Monitoring Schedule

### Mitigation Measure M-CP-2a: Discovery of Paleontological Resources

If the ERO in consultation with the archaeological consultant determines that an archaeological monitoring program (AMP) shall be implemented, the AMP shall minimally include the following provisions:	Archaeological consultant, project sponsor, and	Archaeological consultant, project applicant,	Environmental Review Officer	Considered complete after construction activities have ended.

If the ERO in consultation with the archaeological consultant determines that an archaeological monitoring program (AMP) shall be implemented, the AMP shall minimally include the following provisions:	Archaeological consultant, project sponsor, and	Archaeological consultant, project applicant,	Environmental Review Officer	Considered complete after construction activities have ended.

If the ERO in consultation with the archaeological consultant determines that an archaeological monitoring program (AMP) shall be implemented, the AMP shall minimally include the following provisions:	Archaeological consultant, project sponsor, and	Archaeological consultant, project applicant,	Environmental Review Officer	Considered complete after construction activities have ended.

If the ERO in consultation with the archaeological consultant determines that an archaeological monitoring program (AMP) shall be implemented, the AMP shall minimally include the following provisions:	Archaeological consultant, project sponsor, and	Archaeological consultant, project applicant,	Environmental Review Officer	Considered complete after construction activities have ended.

If the ERO in consultation with the archaeological consultant determines that an archaeological monitoring program (AMP) shall be implemented, the AMP shall minimally include the following provisions:	Archaeological consultant, project sponsor, and	Archaeological consultant, project applicant,	Environmental Review Officer	Considered complete after construction activities have ended.

If the ERO in consultation with the archaeological consultant determines that an archaeological monitoring program (AMP) shall be implemented, the AMP shall minimally include the following provisions:	Archaeological consultant, project sponsor, and	Archaeological consultant, project applicant,	Environmental Review Officer	Considered complete after construction activities have ended.

If the ERO in consultation with the archaeological consultant determines that an archaeological monitoring program (AMP) shall be implemented, the AMP shall minimally include the following provisions:	Archaeological consultant, project sponsor, and	Archaeological consultant, project applicant,	Environmental Review Officer	Considered complete after construction activities have ended.

If the ERO in consultation with the archaeological consultant determines that an archaeological monitoring program (AMP) shall be implemented, the AMP shall minimally include the following provisions:	Archaeological consultant, project sponsor, and	Archaeological consultant, project applicant,	Environmental Review Officer	Considered complete after construction activities have ended.

If the ERO in consultation with the archaeological consultant determines that an archaeological monitoring program (AMP) shall be implemented, the AMP shall minimally include the following provisions:	Archaeological consultant, project sponsor, and	Archaeological consultant, project applicant,	Environmental Review Officer	Considered complete after construction activities have ended.

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## MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Monitoring Schedule	Frequency	Reporting Schedule
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significance of the encountered archaeological deposit, and present the findings of this assessment to the ERO.

### Mitigation Measure M-CP-3a: Discovery of Paleontological Resources

The project applicant shall retain the services of a qualified paleontological consultant having expertise in California paleontology to design and implement a monitoring and mitigation program. The program shall include a description of when and where construction monitoring would be required; emergency discovery procedures; sampling and data recovery procedures; procedures for the preparation, identification, analysis, and curation of fossil specimens and data recovered; preconstruction coordination procedures; and procedures for reporting the results of the monitoring program. If potential paleontological resources (fossilized invertebrate, vertebrate, plant, or micro-fossil) are encountered during excavation, work shall cease within 25 feet of the feature, the ERO shall be notified, and the paleontologist shall identify and evaluate the significance of the potential resource, documenting the findings in an advisory memorandum to the ERO. If it is determined that avoidance of effect to a significant paleontological resource is not feasible, the paleontologist shall prepare an excavation plan that may include curation of the paleontological resource in a permanent retrieval paleontological research collections facility such as the University of California Museum of Paleontology or California Academy of Sciences. The San Francisco Environmental Planning division of the Planning Department shall receive two copies of a final paleontological excavation and recovery report.

The paleontologist's work shall be conducted in accordance with this measure and at the direction of the ERO. Plans and reports prepared by the paleontologist 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. Paleontological monitoring and/or data recovery programs required by this measure could suspend construction for a maximum of four weeks. At the direction of the ERO, the suspension of construction could 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 paleontological resource as previously defined.

Project sponsor	During construction if paleontological resources are discovered.	Design and implement a mitigation program to include a description of when and where construction monitoring would be required; emergency discovery procedures; sampling and data recovery procedures; procedures for the preparation, identification, analysis, and curation of fossil specimens and data recovered; preconstruction coordination procedures; and procedures for reporting the results of the monitoring program.	Environmental Review Officer	Considered complete after construction activities have ended.
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MONITORING AND REPORTING PROGRAM

TRANSPORTATION AND CIRCULATION

Mitigation Measure M-TR-4: Fair-Share Contribution to Improve 10 Townsend Line Capacity (Proposed Project and Reduced Development Alternative Only)

The project applicant shall work with the SFMTA to determine the feasible mitigation measures and contribute its fair share to improvements to the 10 Townsend Muni line by financially compensating SFMTA for the cost of providing the service needed to accommodate the project at proposed levels of service. The financial contribution shall be calculated and applied in a manner that is consistent with the SFMTA cost/scheduling model. The amount and schedule of payment and commitment to application of service needs shall be set forth in a Transit Mitigation Agreement between the project applicant and SFMTA.

Project sponsor	Determined in the Transit Mitigation Agreement between the project applicant and SFMTA. The Transit Mitigation Agreement will be prepared prior to operation of Phase 1 of the project.	Determine the feasible mitigation measures and contribute its fair share to improvements to the 10 Townsend Muni line by financial compensation.	SFMTA	Determined in the Transit Mitigation Agreement between the project applicant and SFMTA.
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Mitigation Measure M-TR-14: Construction Traffic Control Plan (Proposed Project, Reduced Development Alternative, and Housing Replacement Alternative).

To reduce construction-related impacts, the project applicant shall develop and implement a Construction Transportation Control Plan (TCP) for each construction phase to anticipate and minimize impacts of various construction activities associated with the Proposed Project, Reduced Development Alternative and Housing Replacement Alternative. The TCP shall be submitted to Transportation Advisory Staff Committee (TASC), consisting of representatives from the SFMTA and Muni operations, Fire Department, Police Department, and SFPD/PW for review/approval.

Specifically, the plan shall:

Identify construction traffic management and a cohesive program of operational and demand management strategies designed to maintain acceptable levels of travel flow during periods of construction activities. These include, but are not limited to: construction strategies, demand management activities, alternative route strategies, and public information strategies consistent with best practices in San Francisco, as well as other cities or agencies that, although not being implemented in the city, could

Project sponsor	Prior to construction.	Develop and implement a Construction TCP for each construction phase to identify construction traffic management strategies. Describe procedures required by different departments. Notify emergency	Transportation Advisory Staff Committee	Considered complete once the Construction Transportation Control Plan is approved by the Transportation Advisory Staff Committee.
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MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Monitoring Reporting Responsibility	Monitoring Schedule
provide valuable management practices for the project. Management practices include, but are not limited to:  Planning site construction and truck deliveries such as to minimize construction-related traffic operations during the weekday morning and evening peak commute hours.  Identifying ways to reduce construction worker vehicle trips through transportation demand management programs and methods to manage construction work parking demands, such as promoting carpooling/vanpooling, encouraging transit usage, discouraging workers from parking off-site, etc.  Working further with SEDPW to identify the best traffic detours during each construction phase.  Identifying best practices to accommodate pedestrians, such as temporary pedestrian wayfinding signage or temporary walkways.  Working with the SFMTA to identify relocated Muni routes and stops.  Identifying ways to consolidate truck delivery trips, including a plan to consolidate deliveries from a centralized construction material and equipment storage facility.  Identifying best practices to manage traffic flows on surrounding streets.  Describe procedures required by different departments and/or agencies in the city for implementation of the TCP, such as reviewing agencies, approval processes, and estimated timelines. For example:  The project applicant shall coordinate temporary and permanent changes to the transportation network within the city of San Francisco, including traffic, street and parking changes and lane closures, with the SFMTA. All travel lane, parking lane, or sidewalk closures shall be reviewed by the TASC. Any permanent changes may require meeting with the SFMTA Board of Directors or one of its sub-Committees. This may require a public hearing. Temporary traffic and transportation changes must be coordinated through the SFMTA's Interdepartmental Staff Committee on Traffic and Transportation (ISCOTT) and would require a public meeting. As part of this process, the Construction Plan may be reviewed by the TASC to resolve internal differences between different transportation modes.  Caltrans Deputy Directive 60 (DD-60) requires TCP and contingency plans for all state highway activities. These plans shall be part of the normal project	Responsibility for Implementation	Monitoring Reporting Responsibility	Monitoring Schedule
		vehicle providers about the planned street closures/detours, develop a public information plan, and hire a transportation manager.	

## MONITORING AND REPORTING PROGRAM

development process and must be considered during the planning stage to allow for the proper cost, scope and scheduling of the TCP activities on Caltrans right-of-way. These plans shall adhere to Caltrans standards and guidelines for stage construction, construction signage, traffic handling, lane and ramp closures and TCP documentation for all work within Caltrans right-of-way.

Notify emergency vehicle providers about the planned street closures/detours and their duration for each construction phase.

Develop a public information plan to provide adjacent residents and businesses with regularly updated information regarding project construction, including construction activities, durations, peak construction vehicle activities (e.g., concrete pours), travel lane closures, and other lane closures.

Hire a transportation manager to actively manage the construction vehicle, truck loading, passenger loading and emergency vehicle access to the Project site through at least the most intense phases of construction.

Develop a public information plan to provide adjacent residents and businesses with regularly updated information regarding project construction, including construction activities, durations, peak construction vehicle activities (e.g., concrete pours), travel lane closures, and other lane closures.

Hire a transportation manager to actively manage the construction vehicle, truck loading, passenger loading and emergency vehicle access to the Project site through at least the most intense phases of construction.

### ***Mitigation Measure M-TR-16: Design of Bulb-Outs and Driveways (Proposed Project, Reduced Development Alternative, and Housing Replacement Alternative).***

During the design of each phase of the project, the project applicant shall develop designs for intersection bulb-outs and driveways connecting to parking garages incorporating the guidelines and design controls provided below. These design recommendations were identified from Better Streets Plan and guidelines provided by SFMTA, and the Planning Department.

Bulb-out Design (Source – Better Streets Plan)

All streets within the Project site shall adhere to standards contained in the Better Streets Plan by the San Francisco Planning Department, including the following:

Project sponsor	During the design of each phase of the project.	Develop designs for intersection bulb-outs and driveways connecting to parking garages incorporating the guidelines and design controls provided below.	SFMTA and Planning Department	Considered complete after the design of each phase of the project.
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## MONITORING AND REPORTING PROGRAM



Streets and bulb-outs shall be designed to accommodate emergency vehicle (WB-40) turns.

Streets and bulb-outs along Muni routes shall be designed to accommodate a 40-foot (B-40) bus.

Bulb-outs shall be designed consistent with the SFPD and other City agency specifications to accommodate use of mechanical street sweepers, and shall be consistent with SFPD and SFMTA regulations. All bulb-outs require the approval of the interagency TASC committee.

Driveway Design (Source – Better Streets Plan, Planning Department, and SFMTA)

All driveways leading to parking garages shall be designed in accordance with the San Francisco Planning Code Sections 145.1 and 155 standards applicable in RM zoning districts and the Planning Department's Guidelines for Adding Garages and Curb Cuts.

Garages with more than 20 parking spaces would be subject to the Planning Department's Queue Abatement Condition of Approval, requiring the project applicant to design for and prevent through monitoring the potential for vehicle queues in the public right-of-way.

Garage entrances and curb cuts shall be designed to minimize their impact on other modes of travel, including pedestrian circulation.

Garage entrances shall be no wider than 20 feet if combined for ingress and egress, and no wider than 12 feet if ingress and egress are separated.

Garage entrances located along streets with transit service (Missouri, Arkansas, and Wisconsin Streets) shall not encumber any bus stop and not be located directly before a bus stop.

### ***Mitigation Measure C-M-TR-1a: Pennsylvania Avenue/Southbound I-280 Off-Ramp Traffic Signal (Proposed Project and Reduced Development Alternative Only).***

The project applicant shall mitigate its impact to traffic related to the project development by coordinating with SFMTA on the appropriateness of signalization at this location or similar improvements to traffic operations. The project applicant shall financially compensate SFMTA for its fair share of the cost of signalization at this location or other similar traffic-related improvements in the vicinity which would similarly improve traffic operating

Project sponsor	During project design.	Determine improvements to signalization to mitigate for impacts from the project and financially	SFMTA	Considered complete when financial contribution is calculated and applied based on the proposed development's fair
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conditions. The financial contribution shall be calculated and applied based on the proposed development's fair share of the identified improvements.

contribute proposed development's fair share of the identified improvements.

share of the identified improvements.

### ***Mitigation Measure C- M-TR-1b: 25<sup>th</sup> Street/Indiana Street/Northbound I-280 On-Ramp Eastbound Approach Turn Lane Modification or Traffic Signal (Proposed Project Only).***

Restripe the eastbound approach so as to convert the existing shared left-through lane to a through lane and provide a new 75-foot left-turn pocket. The restriping would require prohibition of on-street parking for approximately 75 feet in the eastbound approach (loss of two parking spaces).

Project sponsor

During or post construction.

Restripe the eastbound approach so as to convert the existing shared left-through lane to a through lane and provide a new 75-foot left-turn pocket.

SFMTA

Considered complete when required restriping is complete.

### ***Mitigation Measure C- M-TR-1c: Cesar Chavez Street/Vermont Street Intersection Traffic Signal (Proposed Project and Reduced Development Alternative Only).***

The project applicant shall therefore mitigate its impact to traffic related to the project development by coordinating with SFMTA on the appropriateness of signalization at this location or similar improvements to traffic operations. The project applicant shall financially compensate SFMTA for its fair share of the cost of signalization at this location or other similar traffic-related improvements in the vicinity which would similarly improve traffic operating conditions. The financial contribution shall be calculated and applied based on the proposed development's fair share of the identified improvements.

Project sponsor

During project design.

Determine improvements to signalization to mitigate for impacts from the project and financially contribute proposed development's fair share of the identified improvements.

SFMTA

Considered complete when financial contribution is calculated and applied based on the proposed development's fair share of the identified improvements.



## MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring Reporting Responsibility	Monitoring Schedule
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### **Mitigation Measure C-M-TR-1d: Cesar Chavez Street/US 101 Off-Ramp Traffic Signal (Proposed Project and Reduced Development Alternative Only).**

The project applicant shall therefore mitigate its impact to traffic related to the project development by coordinating with SFMTA on the appropriateness of signalization at this location or similar improvements to traffic operations. The project applicant shall financially compensate SFMTA for its fair share of the cost of signalization at this location or other similar traffic-related improvements in the vicinity which would similarly improve traffic operating conditions. The financial contribution shall be calculated and applied based on the proposed development's fair share of the identified improvements.

Project sponsor	During project design.	Determine improvements to signalization to mitigate for impacts from the project and financially contribute proposed development's fair share of the identified improvements.	SFMTA	Considered complete when financial contribution is calculated and applied based on the proposed development's fair share of the identified improvements.
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### **Mitigation Measure C-M-TR-5: Fair-Share Contribution for Southeast Screenline Improvements (Proposed Project and Reduced Development Alternative Only).**

The project applicant shall work with SFMTA to ensure that the transit capacity impact to the All Other Lines corridor related to the Proposed Project and the Reduced Development Alternative under cumulative conditions is reduced to a less-than-significant level by financially compensating SFMTA for the cost of providing the service needed to accommodate the project at proposed levels of service. The financial contribution shall be calculated and applied in a manner that is consistent with the SFMTA cost/scheduling model. The amount and schedule of payment and commitment to application of service needs shall be set forth in a Transit Mitigation Agreement between the project applicant and SFMTA.

Project sponsor	Determined in the Transit Mitigation Agreement between the project applicant and SFMTA.	Financially compensate SFMTA for the cost of providing the service needed to accommodate the project at proposed levels of service.	SFMTA	Determined in the Transit Mitigation Agreement between the project applicant and SFMTA.
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## NOISE

### **Mitigation Measure NO-1a: Submit a Construction Noise Plan to Reduce Construction Noise.**

The project applicant shall submit a Construction Noise Plan for review and approval prior to the issuance of the demolition permit.

Project sponsor	Prior to the issuance of the demolition	Submit a Construction	City and County of San Francisco	Considered complete when approved by
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Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Requirements	Reporting Schedule
	permit and construction.	Noise Plan for review and approval prior to the issuance of the demolition permit.		the County and City of San Francisco.
<p><b>Mitigation Measure M-NO-1b: Implement a Construction Noise Plan to Reduce Construction Noise.</b></p> <p>The project applicant shall implement the following measures during demolition and construction of the Proposed Project:</p> <p>To the extent feasible, the noisiest construction activities shall be scheduled during times that would have the least impact on nearby residential land uses. This includes restricting typical demolition and exterior construction activities to the hours of 7:00 a.m. to 7:00 p.m. Monday through Friday.</p> <p>Equipment and trucks used for project construction shall use the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures and acoustically attenuating shields or shrouds) wherever feasible.</p> <p>Impact tools (e.g., jackhammers, pavement breakers, and rock drills) used for project construction shall be hydraulically or electrically powered wherever possible to avoid noise associated with compressed air exhaust from pneumatically powered tools. However, where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used; this muffler can lower noise levels from the exhaust by up to about 10 dBA. External jackets on the tools themselves shall be used where feasible, and this could achieve a reduction of 5 dBA. Quieter procedures shall be used, such as drills rather than impact equipment, whenever feasible.</p> <p>Construction contractors, to the maximum extent feasible, shall be required to use "quiet" gasoline-powered compressors or other electric-powered compressors, and use electric rather than gasoline or diesel powered forklifts for small lifting.</p> <p>Stationary noise sources, such as temporary generators, shall be located as far from nearby receptors as possible, and they shall be muffled and enclosed within temporary sheds, incorporate insulation barriers, or other measures to the extent feasible.</p>				
	Project sponsor and contractor	During construction.	Schedule noisy construction during times with least impact to residents, equipment and truck must have best available noise control techniques, impact tools must be hydraulically or electrically powered, use "quiet" gasoline-powered compressors, stationary noise sources must be located as far from nearby receptors as possible, install temporary plywood noise barriers eight feet in height, and trucks	City and County of San Francisco
				Considered complete when construction has ended.

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Accepted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring Reporting Responsibility	Monitoring Schedule
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Install temporary plywood noise barriers eight feet in height around the construction site to minimize construction noise to 80 dBA as measured at 100 feet from the Project site boundary unless an acoustical engineer submits documentation that confirms that the barriers are not necessary to achieve the attenuation levels.

prohibited from idling along streets.

Trucks shall be prohibited from idling along streets serving the construction site.

### AIR QUALITY

#### **Mitigation Measure M-AQ-2a: Utilize Efficient Construction Equipment at the Start of Construction.**

For construction activities occurring in year 2015, all off-road construction equipment greater than 50 horsepower (hp) shall have engines that meet or exceed USEPA or ARB Tier 3 off-road emission standards, or the project applicant must prepare a construction emissions minimization plan designed to reduce NOx by a minimum of 39 percent from Tier 2 equivalent engines. In addition, for the Project construction period, all trucks that haul materials to and from the Project site shall have engines that meet or exceed ARB 2010 On-Road Engine Standards to the extent feasible. Where access to alternative sources of power are available, backup diesel generators shall be prohibited. If access to alternative sources of power is not available, backup diesel generators shall meet USEPA Tier 4 Interim emissions standards.

Project sponsor and contractor	During or prior to construction in 2015.	All off-road construction equipment greater than 50 horsepower (hp) must have engines that meet or exceed USEPA or ARB Tier 3 off-road emission standards, or construction emissions minimization plan must be prepared.	City and County of San Francisco	Considered complete prior to or during construction.
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#### **Mitigation Measure M-AQ-2b: Utilize More Efficient Construction Equipment after 2016.**

For all construction occurring after 2016, all off-road construction equipment greater than 50 hp shall have engines that meet or exceed USEPA or ARB Tier 4 interim off-road emission standards, or the project applicant must prepare a construction emissions minimization plan designed to reduce NOx by a minimum of 21 percent from Tier 3 equivalent engines. Where access to alternative sources of power are available, backup diesel generators shall be

Project sponsor and contractor	During or prior to construction after 2016.	All off-road construction equipment greater than 50 hp must have engines that	City and County of San Francisco	Considered complete prior to or during construction.
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prohibited. If access to alternative sources of power is not available, backup diesel generators shall meet USEPA Tier 4 Interim emissions standards.

meet or exceed  
USEPA or ARB  
Tier 4 Interim off-  
road emission  
standards, or a  
construction  
emissions  
minimization  
plan must be  
prepared.

Mitigation Measure M-AQ-4: Construction Emissions Minimization

- A. Construction Emissions Minimization Plan. Prior to issuance of a construction permit, the project applicant 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:
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:
    - a. Where access to alternative sources of power is available, portable diesel engines shall be prohibited;
    - b. All off-road equipment shall have:
      - i. (See Mitigation Measures M-AQ-2a and M-AQ-2b)
      - ii. Engines that are retrofitted with an ARB Level 3 Verified Diesel Emissions Control Strategy (VDECS).
    - c. Exceptions:
      - i. Exceptions to A(1)(a) may be granted if the project applicant 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 applicant shall submit documentation of compliance with A(1)(b) for on-site power generation.

## MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures      Responsibility for Implementation      Mitigation Schedule      Mitigation Action      Primary Reporting Responsibility      Monitoring Schedule

- ii. Exceptions to A(1)(b)(ii) may be granted if the project applicant has submitted information providing evidence to 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 applicant 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 applicant must comply with the requirements of A(1)(c)(iii).
- iii. If an exception is granted pursuant to A(1)(c)(ii), the project applicant shall provide the next cleanest piece of off-road equipment as provided by the step down schedules as follows and shall provide documentation that emissions are sufficiently reduced to ensure excess cancer risks and PM<sub>2.5</sub> concentrations do not exceed the air pollution exposure zone criteria:
1. Compliance Alternative 1: Engine Emission Standard 2 with ARB Level 2 VDECS
  2. Compliance Alternative 2: Engine Emission Standard 2 with ARB Level 1 VDECS
  3. Compliance Alternative 3: Engine Emission Standard 2 with alternative fuels (Alternative fuels are not VDECS)
- If the requirements of A(1)(b) cannot be met, then the project applicant would need to meet Compliance Alternative 1. Should the project applicant not be able to supply off-road equipment meeting Compliance Alternative 1, then Compliance Alternative 2 would need to be met. Should the project applicant not be able to supply off-road equipment meeting Compliance Alternative 2, then Compliance Alternative 3 would need to be met.
2. The project applicant 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

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Accepted Mitigation Measure	Responsibility for Implementation	Assigned Action	Reporting Schedule	Reporting Responsibility	Monitoring Schedule
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areas and at the construction site to remind operators of the two minute idling limit.

3. The project applicant shall require that construction operators properly maintain and tune equipment in accordance with manufacturer specifications.
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.
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 applicant shall provide copies of Plan to members of the public as requested.
  - A. Reporting. Monthly 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.

Within 6 months of the completion of construction activities, the project applicant 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.
  - B. Certification Statement and On-site Requirements. Prior to the commencement of construction activities, the project applicant must

## MONITORING AND REPORTING PROGRAM

### Adopted Mitigation Measures

certify (1) compliance with the Plan, and (2) all applicable requirements of the Plan have been incorporated into contract specifications.

### BIOLOGICAL RESOURCES

#### Mitigation Measure M-BI-4a: Bird Nest Preconstruction Survey.

Given that the presence of mature trees and shrubs on the Project site could potentially provide nesting habitat for raptors and a variety of other migratory birds, tree removal associated with the Proposed Project could result in "take" caused by the direct mortality of adult or young birds, nest destruction, or disturbance of nesting native bird species (including migratory birds and other special-status species) resulting in nest abandonment and/or the loss of reproductive effort. Bird species are protected by both state (California Fish and Game Code Sections 3503 and 3513) and federal (Migratory Bird Treaty Act of 1918) laws. Disruption of nesting birds, resulting in the abandonment of active nests, or the loss of active nests through structure removal would be a potentially significant impact.

The project applicant shall retain a qualified biologist to conduct preconstruction breeding-season surveys (i.e., approximately February 15 through August 31) of the Project site and immediate vicinity with suitable nesting habitat during the same calendar year that construction is planned to begin, in consultation with the City of San Francisco and CDFW.

If phased construction procedures are planned for the Proposed Project, the results of the above survey shall be valid only for the season when it is conducted.

A report shall be submitted to CDFW and the City of San Francisco, following the completion of the bird nesting survey that includes, at a minimum, the following information:

A description of the methodology including dates of field visits, the names of survey personnel with resumes, and a list of references cited and persons contacted.

A map showing the location(s) of any bird nests observed on or in the immediate vicinity of the Project site.

If the above survey does not identify any nesting bird species on or in the immediate vicinity of the Project site, no further mitigation would be required. However, should any active bird nests be located on or in the immediate

Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring Reporting Responsibility	Monitoring Schedule
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Project sponsor	Prior to construction.	Conduct pre-construction nesting bird surveys.	City and County of San Francisco and CDFW	Considered complete when preconstruction surveys are completed.
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## MONITORING AND REPORTING PROGRAM

Accepted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Reporting Responsibility	Monitoring Schedule
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vicinity of the Project site that could be directly or indirectly affected by construction activities, Mitigation Measure M-BI-4b shall be implemented.

### Mitigation Measure M-BI-4b: Bird Nest Buffer Zone.

The Project applicant, in consultation with the City and County of San Francisco and CDFW, shall delay construction in the vicinity of active bird nest sites located on or adjacent to the Project site during the breeding season (approximately February 15 through August 31), while the nest is occupied with adults and/or young. If active nests are identified in the Project site or adjacent areas, a qualified biologist will establish a restricted work zone in consultation with CDFW. The qualified biologist, as determined by the Environmental Review Officer, shall monitor the active nest until the young have fledged, until the biologist determines that the nest is no longer active, or if it is reasonable that construction activities are not disturbing nesting behaviors. The buffer zone shall be delineated by highly visible temporary construction fencing.

Project sponsor	Prior to or during construction.	Delay construction in the vicinity of active bird nest sites located on or adjacent to the Project site during the breeding season (approximately February 15 through August 31), while the nest is occupied with adults and/or young.	City and County of San Francisco and CDFW	Considered complete when biologist determines the nest is no longer active or if it is reasonable that construction activities are not disturbing nesting behaviors.
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## GEOLOGY AND SOILS

### Mitigation Measure M-GE-1: Landslide Hazard Mitigation (Proposed Project and Reduced Development Alternative Only).

Prior to issuance of a grading permit for each phase of project development, the recommendations for mitigating potential slope stability hazards outlined in the Geotechnical Exploration: Potrero Annex and Terrace Redevelopment San Francisco, CA shall be included in project design. Measures to reduce landslide hazard may include, but would not be limited to, adhering to graded slope and cut/fill guidelines identified in Section 5.5 of the geotechnical report, ongoing inspection and monitoring of cut slopes during construction, proper fill conditioning, placement and compaction, and installation of keyways and subdrains as recommended by the engineer of record.

Project sponsor	Prior to issuance of a grading permit for each phase of project development.	Measures to reduce landslide hazard may include, but would not be limited to, adhering to graded slope and cut/fill guidelines identified in Section 5.5 of the geotechnical	City and County of San Francisco	Considered complete when grading permit is issued.
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# MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Inspector Reporting	Monitoring Schedule
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report, ongoing inspection and monitoring of cut slopes during construction, proper fill conditioning, placement and compaction, and installation of keyways and subdrains as recommended by the engineer of record.

## **Mitigation Measure M-GE-2a – Preventative Erosion Control Measures (Proposed Project, Reduced Development Alternative, and Housing Replacement Alternative).**

The construction contractor shall implement preventative measures recommended in the *Geotechnical Exploration: Potrero Annex and Terrace Redevelopment San Francisco, CA*. Such preventative measures may include placing topsoil strippings over all open space cut and fill slopes immediately following grading and prior to installation of erosion control measures, landscaping and concrete or asphalt-lined drainage facilities on slopes graded to a steepness of 3:1 (horizontal: vertical) or steeper.

Contractor	During construction.	Preventative measures may include placing topsoil strippings over all open space cut and fill slopes immediately following grading and prior to installation of erosion control measures, landscaping and concrete or asphalt-lined drainage facilities on slopes graded to	City and County of San Francisco	Considered completed when construction is complete.
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POTRERO HOPE SF MASTER PLAN DRAFT EIR/EIS  
MITIGATION MONITORING AND REPORTING PROGRAM

CASE NO. 2010-0515E  
SCH No. 2010112029  
November 2015

Exhibit 21 of 27

## MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Schedule
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a steepness of 3:1 (horizontal: vertical) or steeper.

### **Mitigation Measure M-GE-2b: Cut Slopes and Engineered Fill (Proposed Project, Reduced Development Alternative, and Housing Replacement Alternative).**

Prior to construction, existing fill and loose surface soil shall be removed and replaced as engineered fill. Cut slopes that exceed recommended gradient guidelines identified in Section 5.5 of the Geotechnical Exploration: Potrero Annex and Terrace Redevelopment San Francisco, CA, shall be reconstructed as fill slopes. Fill slopes that exceed the recommended gradient guidelines shall be constructed with geogrid reinforcement.	Contractor	Prior to construction.	Existing fill and loose surface soil shall be removed and replaced as engineered fill.	City and County of San Francisco Considered complete when construction begins.
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### **Mitigation Measure M-GE-2c: Erosion Control Measures in Response to Heavy Rains (Proposed Project, Reduced Development Alternative, and Housing Replacement Alternative).**

In the case that construction activities are halted due to the onset of heavy rains, before work is stopped, a positive gradient away from the slopes shall be provided to carry the surface runoff away from the slopes to areas where erosion can be controlled.	Contractor	During construction.	During heavy rains, a positive gradient away from the slopes shall be provided to carry the surface runoff away from the slopes to areas where erosion can be controlled.	City and County of San Francisco Considered complete after construction activities have ended.
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### **Mitigation Measure M-GE-3 – Unstable Soils and Slopes (Proposed Project and Reduced Development Alternative Only).**

Prior to approval of 40-scale grading plans, upper and lower bound settlement estimates and specific corrective procedures for the site to address settlement of deep fills, including a quantitative analysis of the grading scope, shall be provided consistent with the recommendations in the Geotechnical Exploration: Potrero Annex and Terrace Redevelopment San Francisco, CA, shall be provided consistent with the recommendations in the grading scope.	Project sponsor and contractor	Prior to approval of 40-scale grading plans and construction.	Upper and lower bound settlement estimates and specific corrective	City and County of San Francisco Considered complete when construction begins.
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POTRERO HOPE SF MASTER PLAN DRAFT EIR/EIS  
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MONITORING AND REPORTING PROGRAM

Francisco, CA. Remedial grading shall be performed to reduce differential fill thickness to no more than 10 feet across an individual building pad, and a remedial grading plan shall be prepared that identifies areas where additional over excavation would be necessary to reduce differential fill thickness.

Prior to construction, existing fill and loose surface soil shall be removed and replaced as engineered fill. In addition, the construction contractor shall implement preventative measures recommended by the geotechnical investigation.

Prior to approval of 40-scale grading plans, project applicant shall incorporate recommendations identified in the geotechnical investigation to address soil creep in grading and design plans. Such measures could include, but would not be limited to, benching through superficial soil during fill placement, soil compaction, foundation selection, and structure setbacks, or equally effective measures or combination thereof.

Mitigation Measure M-GE-4 – Expansive Soils (Proposed Project and Reduced Development Alternative Only).

If final construction plans expose identified expansive colluvial soil and slope at or near the final design grades, corrective grading shall be required to reduce the potential impacts from soil swell. Furthermore, building damage due to volume changes associated with expansive soils can be reduced by the following: selectively placing the higher on-site expansive materials in the deeper fill areas (generally at depths below 10 feet of finished grades), or placing these higher expansive on-site materials outside of areas of the proposed structures and site improvements (such as landscape acres); performing proper moisture conditioning and compaction of fill materials within selected ranges to reduce their swell potential; and using deep foundations, structurally reinforced "rigid" mats, or post-tensioned slabs designed to resist the uplift pressures and deflections associated with the soil expansion.

Responsibility for Implementation

Mitigation Schedule

procedures for the site to address settlement of deep fills must be provided, existing fill and loose surface soil shall be removed and replaced as engineered fill, and musts shall incorporate recommendations identified in the geotechnical investigation.

Project sponsor and contractor

City and County of San Francisco

Considered complete when design plans are completed.

If final construction plans expose expansive colluvial soil and slope at or near the final design grades, corrective grading shall be required to reduce the potential impacts from soil swell.

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Monitor	Monitoring Schedule
1. Establish a dedicated team to monitor and manage the project's environmental impact.	Project Manager	Continuous	Project Manager	Monthly
2. Implement strict controls on waste disposal and recycling.	Environmental Officer	Continuous	Environmental Officer	Quarterly
3. Conduct regular noise and vibration monitoring.	Acoustic Engineer	Continuous	Acoustic Engineer	Weekly
4. Establish a communication protocol for the public.	Public Relations Officer	Continuous	Public Relations Officer	Monthly
5. Implement a strict schedule for construction activities to minimize disruption.	Construction Manager	Continuous	Construction Manager	Weekly
6. Establish a dedicated area for construction materials and equipment.	Site Manager	Continuous	Site Manager	Monthly
7. Implement a strict schedule for construction activities to minimize disruption.	Construction Manager	Continuous	Construction Manager	Weekly
8. Establish a dedicated area for construction materials and equipment.	Site Manager	Continuous	Site Manager	Monthly
9. Implement a strict schedule for construction activities to minimize disruption.	Construction Manager	Continuous	Construction Manager	Weekly
10. Establish a dedicated area for construction materials and equipment.	Site Manager	Continuous	Site Manager	Monthly

**Mitigation Measure M HZ 2.1 – Voluntary Remedial Action Program (VRAP) Applications and Work Plans.**

Project sponsor	Prior to each phase of development.	Submit a VRAP application to the San Francisco DPH SAM	City and County of San Francisco	Considered complete when each phase of development is completed.

Submit a VRAP application to the San Francisco DPH SAM including a Sampling and Analysis Report (SAR) work plan.

Figures showing proposed building and other feature locations, lateral and vertical extent of excavation.

Sampling shall be performed to the depth of any project excavation

Samples shall be analyzed for TPH gasoline through motor oil ranges, California 17 metals, and asbestos.

Sample locations shall be around the existing buildings plus additional random sample locations.

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MITIGATION MONITORING AND REPORTING PROGRAM**

**CASE NO. 2010.0515E**  
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**November 2015**

## MONITORING AND REPORTING PROGRAM

Accepted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring Reporting Responsibility	Monitoring Schedule
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### Mitigation Measure M-HZ-2.2 – Site Mitigation Plan (SMP).

If DPH SAM's review of the SAR for a project phase indicates a Site Management Plan (SMP) is warranted, an SMP shall be submitted to DPH SAM no less than six weeks prior to beginning construction grading and excavation work for that phase. The SMP shall be approved by DPH SAM prior to beginning construction field work for that phase, and shall be implemented by the project applicant. The SMP for each phase shall consist of the following:

Proposed Project description—building locations, configurations, and maximum proposed lateral and vertical extent of excavation. Figures shall show Proposed Project features and lateral and vertical extent of excavation.

Cleanup levels for petroleum hydrocarbons, associated chemicals, asbestos, and/or metals shall be proposed to DPH SAM if elevated concentrations are reported in the SAR.

Soils that meet or exceed the California Total Threshold Limit Concentration (TTLIC) listed in the CCR 22 66261 for lead (1,000 mg/kg) shall be removed, transported, and handled as Class I hazardous waste. Soils containing less than 1,000 mg/kg lead but more than 200 mg/kg may be reused on-site if placed beneath buildings. If those soils are reused, soils containing between 200 mg/kg and 80 mg/kg lead shall be placed under buildings, sidewalks, roadways, other paved or concrete-capped areas, or covered by two feet of clean fill over which a visual barrier such as brightly colored plastic fencing netting or fabric shall be placed. Mixing or grading of soils to reduce surface lead or other chemical concentrations is prohibited.

Confirmation sample collection following implementation of soil remedial measures and excavation. Confirmation sample locations shall be provided on a figure. DPH SAM shall be notified in writing if confirmation sample analytical results exceed the cleanup criteria. The written communication shall include sample locations and the analytical results. Additional excavation shall be performed, or other mitigating measures acceptable to DPH SAM implemented, if confirmation samples exceed the residential cleanup guidelines.

The SMP shall identify options for handling contaminated soils, including storage of soils on plastic sheeting and covering with sheeting when soil is not actively being added or removed from a stockpile.

Project sponsor	During each phase of development.	Implement a Site Management Plan (SMP).	City and County of San Francisco	Considered complete when all project phases are completed.

## MONITORING AND REPORTING PROGRAM

Proposed Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Anticipated Frequency of Monitoring
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Frequency of soil stockpile sampling.

All soil samples shall be analyzed for at least lead metal plus other chemicals detected above the environmental screening level (ESL) as reported in the SAR.

Contractor/developer shall receive written concurrence from DPH SAM prior to re-using soils that exceed the cleanup limits.

Identify the proposed soil transporter and disposal locations.

Contingency Plan that describes the procedures for controlling, containing, remediating, testing, and disposing of any unexpected contaminated soil, water, or other material.

Stormwater control and noise control protocols as applicable.

A SMP completion report shall be prepared and submitted to DPH SAM following SMP implementation. The report shall include documentation of the work performed. The SMP completion report shall include: figures showing the final lateral and vertical extent of the excavation; the finished grade and the location of reused soils relative to proposed buildings and hardscape; a summary of the analytical results for the confirmation and stockpile samples plus copies of the laboratory reports; copies of bills of lading and manifests for hazardous waste transport and disposal.

### **Mitigation Measure M-HZ-2.3: Dust Control Plan and Worker Health and Safety Plan.**

A Dust Control Plan (DCP) shall be submitted to DPH SAM that complies with Health Code Article 22B (Demolition and Construction Dust Control) not less than two weeks prior to beginning construction field work for any phase. A site-specific worker Health and Safety Plan shall also be submitted not less than two weeks prior to construction field work for any phase.

### **Mitigation Measure M HZ 2.4: Underground Storage Tanks.**

Should an underground storage tank (UST) be encountered, work shall be suspended and the construction contractor shall notify the owner/project applicant. The site owner/sponsor shall notify the DPH and proposed response actions. The UST shall be removed under permit from the HMLUPA and the SFFD. All related documentation shall be provided to DPH SAM.

Project sponsor and contractor	Prior to construction.	Submit Dust Control Plan	City and County of San Francisco	Considered complete two week prior to the last phase of construction.
Project sponsor and contractor	During construction.	Construction contractor shall notify the owner/project applicant if an underground	City and County of San Francisco	Considered complete when construction is over.

MONITORING AND REPORTING PROGRAM				
Adapted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring Reporting Responsibility

storage tank is encountered.



**EXHIBIT M**  
**TRANSPORTATION DEMAND MANAGEMENT PLAN**  
**(see attached)**



# **BRIDGE Housing Potrero Hill DRAFT Transportation Demand Management (TDM) Plan**

October 2016



**BRIDGE HOUSING POTRERO HILL | TRANSPORTATION DEMAND MANAGEMENT PLAN**  
BRIDGE Housing Corporation

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**BRIDGE HOUSING POTRERO HILL | TRANSPORTATION DEMAND MANAGEMENT PLAN**  
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## EXECUTIVE SUMMARY

BRIDGE Housing plans to lead the redevelopment of a 38-acre site in San Francisco's Potrero Hill neighborhood. The project would replace all existing housing on the site with new public housing replacement units on a one-for-one basis and add approximately 1,000 new units including 200 affordable units and 800 market rate units. The BRIDGE Housing Potrero Hill TDM Plan identifies strategies aimed at reducing the number of car trips and/or rate of single-occupancy vehicle travel resulting from the proposed Potrero Hill redevelopment through shifting residents toward use of public transit, carpooling, and non-motorized modes. The Transportation Demand Management (TDM) plan sets a 15% PM peak-hour vehicle trip reduction target off of the baseline trips included in the Environmental Impact Report (EIR).<sup>1</sup>

The TDM plan defines two TDM packages: the sitewide package will be implemented throughout the Potrero Hill site and will apply to both below market rate and market rate vertical developments; the market rate package which will be applicable to all market rate developers. The measures proposed in each of the TDM packages are largely influenced by the forthcoming San Francisco TDM Ordinance Menu of Options.<sup>2</sup> Table 1 summarizes the proposed TDM measures, identifies which TDM package each measure is part of, and the proposed scores<sup>3</sup> for each measure as noted in the Draft TDM Ordinance Menu of Options.

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<sup>1</sup> Potrero HOPE SF Master Plan, Draft Environmental Impact Report, 2014.

<sup>2</sup> City of San Francisco, Draft Transportation Demand Management Measures, July 2016, accessed August 2016, [http://default.sfplanning.org/plans-and-programs/emerging\\_issues/tsp/tdm/D2\\_Appendix\\_A\\_TDM\\_Measures.pdf](http://default.sfplanning.org/plans-and-programs/emerging_issues/tsp/tdm/D2_Appendix_A_TDM_Measures.pdf).

<sup>3</sup> Proposed scores refers to the range of point values assigned to each TDM measure under the proposed TDM ordinance.



**BRIDGE HOUSING POTRERO HILL | TRANSPORTATION DEMAND MANAGEMENT PLAN**  
BRIDGE Housing Corporation

**Table 1** Summary of Optional and Required TDM Strategies

TDM Measure	Draft TDM Score	Sitewide TDM Package Measures (Market Rate and Below Market Rate Housing)	Market Rate Housing TDM Package Measure
Bicycle Parking	1-4	●	
Bicycle Repair Station	1		●
Car Share Parking	1-5	●	
Car Share Membership	1-5		●
Family TDM Amenities	1	●	
On-Site Childcare	2	●	
Contributions or Incentives for Sustainable Transportation	2-8		●
Multimodal Wayfinding Signage	1	●	
Real Time Transportation Information Displays	1		●
Tailored Transportation Marketing Services	1-4	●	
On-Site Affordable Housing	1-4	●	
Unbundle Parking	1-5	●	
Parking Supply	1-11	●	

The TDM Strategies presented in this plan will allow BRIDGE Housing to support the Potrero Hill neighborhood by minimizing new vehicle trips associated with the project compared to a project without TDM. These strategies will also build a better community by improving housing and transportation options and enhancing quality of life, access and walking for low income residents and the wider neighborhood.

**As presented in the 2014 Environmental Impact Report, the proposed project without TDM measures will generate 891 vehicle trips during the morning and evening peak periods.**

Auto trip reduction data from the California Air Pollution Control Officers Association (CAPCOA)<sup>4</sup> were used to conduct a Mitigated Trip Demand Analysis to estimate the proportional impacts of this Plan's TDM measures on vehicular travel to and from the proposed project site. Upon inputting the project's land use and TDM plan, a 17.3% reduction in vehicle miles traveled was predicted. CAPCOA's quantification report assumes that average trip lengths are constant<sup>5</sup> and that therefore percentage trip reduction and percentage miles reduction have a 1:1 relationship. Hence, it is estimated that trips associated with the proposed project would be reduced by 17% with adoption of the TDM measures outlined in this plan. If applied directly to the estimated trip demand, this reduction would result in the proposed project producing no more than 737 peak hour trips.

<sup>4</sup> "Quantifying Greenhouse Gas Mitigation Measures", California Air Pollution Control Officers Association, 2010.

<sup>5</sup> E.g. for each trip purpose, the origins and destinations are unchanged by changes in mode choice.

# 1 INTRODUCTION

Transportation Demand Management (TDM) is the use of various strategies for reducing demand for travel by single-occupant vehicles.

Travel demand from residential developments is affected by locational and land use factors such as proximity to high quality transit, and the presence of transit supportive land use densities and mixed land use patterns. Travel demand is also affected by programs or features such as reduced parking supply, unbundled parking, financial incentives to using non-auto modes, pedestrian and bicycle design, transportation marketing, rideshare matching, shared vehicles or bikes, emergency ride home, and other related strategies.

## PROJECT DESCRIPTION

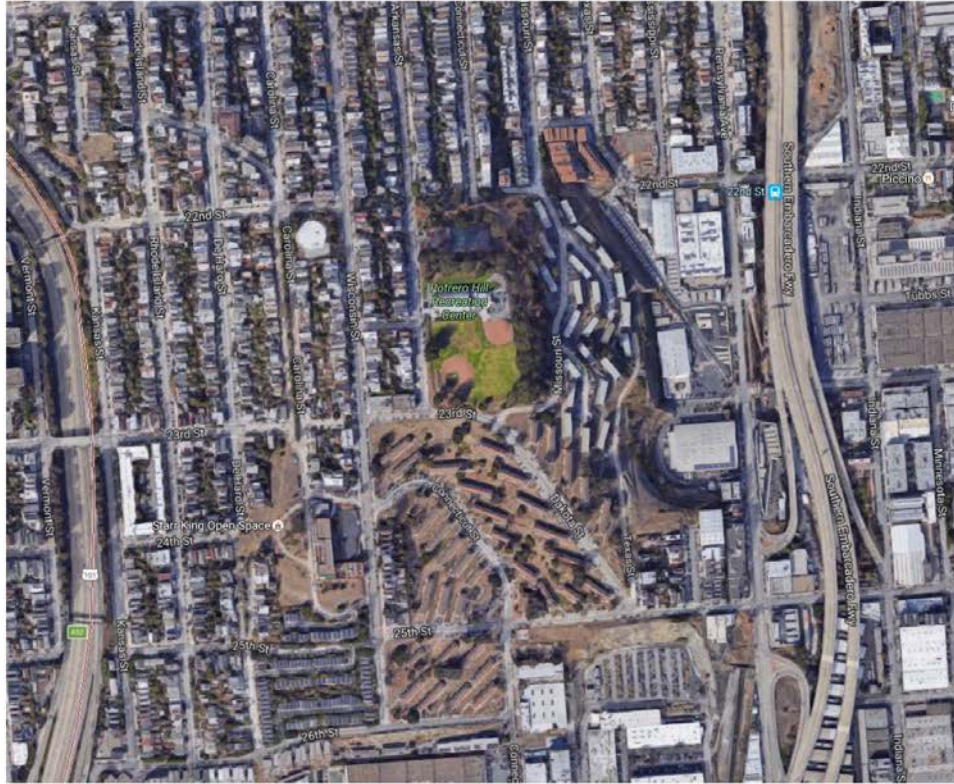
BRIDGE Housing is leading the redevelopment of the 38-acre Potrero Terrace and Annex Public Housing Site in the Potrero Hill neighborhood of San Francisco as part of San Francisco's HOPE SF program. The project would replace all existing housing (all existing housing is public housing)<sup>6</sup> on a one-for-one basis, subsidized with funding from the Mayor's Office of Housing and Community Development, along with other state and federal funds. The development would add approximately 1,000 housing units including 200 additional affordable units and 800 market rate units.<sup>7</sup> The project would also include community facilities, on-site childcare, retail, open space, and neighborhood programs and services (see Figure 2).

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<sup>6</sup> Fourteen (14) of the existing 620 residential units are currently used as a childcare center and non-profit office space. The redevelopment would replace all the units currently housing public housing residents with new public housing replacement units on a one-for-one basis. Approximately 200 additional affordable housing units will be provided as part of the development.

<sup>7</sup> Potrero HOPE SF Master Plan, Draft Environmental Impact Report, 2014.

Figure 1 Existing Project Site



Source: Google Maps, accessed October 2016.

The project plans include improvements to the existing transportation network to increase walkability, safety, and access to transit. The street layout which is currently characterized as curvilinear streets with poor connectivity, would be transformed to a grid with north/south and east/west connections to create convenient access within the project site and connectivity to the surrounding neighborhood. Pedestrian safety elements would include bulb-outs, raised crosswalks, pedestrian scale lighting, high quality sidewalks, and other safety elements. Muni Forward will be improving transit access by rerouting three Muni bus lines (10-Townsend, 48-Quintara, 58-24<sup>th</sup> Street) to better serve the project site, using the refined street network. These improvements would provide direct connections from the site to Downtown, Hunters Point, Bay Area Regional Transit (BART), and the Mission District. Though there is limited bicycle infrastructure planned for the area because of steep, hilly terrain, there would be bike storage available to residents.<sup>8</sup>

<sup>8</sup> Ibid.



**Figure 2**      **Proposed Site Development**



The Potrero Hill development project will include a considerable level of investment in new multimodal infrastructure to support transit and active transportation use by existing and future residents, employees and visitors, as well as the surrounding neighborhood. Most fundamentally, transportation investments include the creation of a new, fine-grained street grid in an area of the City that currently has a poorly connected and disorienting curvilinear street layout. The new street layout and multimodal transportation investments will significantly improve transportation access, connectivity, and legibility at and adjacent to the project site, as well as expand access to transportation, open space, and neighborhood services. The multimodal infrastructure investments will also reinforce the effectiveness of TDM programs in reducing vehicle trips. Figure 3 shows the proposed street, pedestrian, and bicycle connections that are included as part of the project plans.

**BRIDGE HOUSING POTRERO HILL | TRANSPORTATION DEMAND MANAGEMENT PLAN**  
BRIDGE Housing Corporation

**Figure 3**      **Planned Multimodal Infrastructure and Connections**



Source: Potrero Hope SF Infrastructure Master Plan

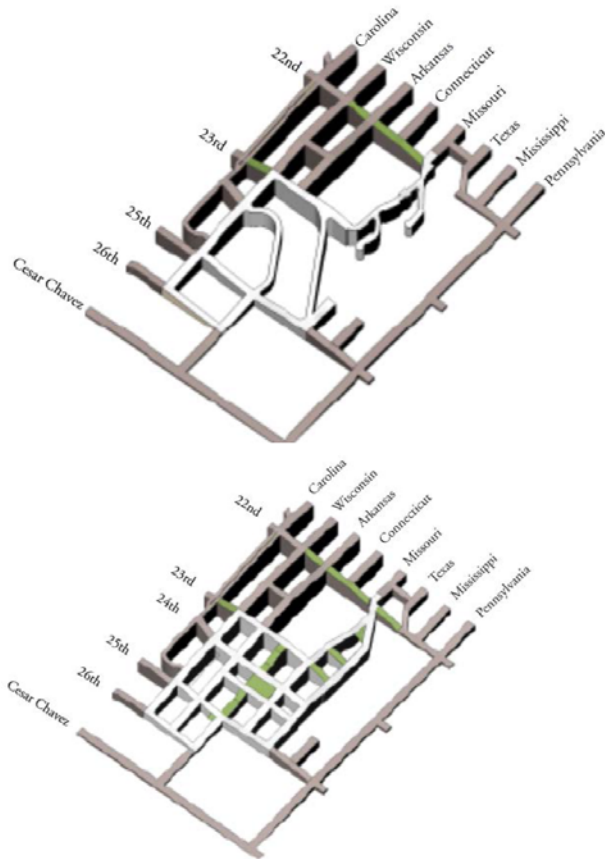


## Vehicular Access

The roadway network would include the existing street network and new road connections designed as complete streets to improve connectivity and access to and within the project site. Generally, the lane widths will range from 11 to 12 feet with parking on one or both sides of the street (either as parallel, 90 degree, or angled spaces).

North/south connections would extend the existing streets within the project site to adjacent neighborhoods. Arkansas, Missouri, and Texas Streets are all streets that would be extended to provide strong north/south connections, with Arkansas connecting to 26<sup>th</sup> Street and Missouri and Texas Streets connecting to 25<sup>th</sup> Street. Changes to 24<sup>th</sup> Street would provide strong east/west connections through the project area and would connect Starr King Elementary School to Texas Street. Figure 4 shows the proposed road network and elevations compared to the existing road network (note: green connections are pedestrian pathways).

Figure 4 Existing (top) and Proposed (bottom) Street Network



## **Pedestrian and Bicycle Infrastructure**

The proposed project is required to comply with Design Standards and Guidelines included as an exhibit to the Project's Development Agreement. Pedestrian circulation within the project site would be along existing and new roadways, as well as off-street paths and staircases. Sidewalks would be included along both sides of all interior roadways, with clearly marked crosswalks at intersections; additional pedestrian pathways would be located throughout the site. New staircases would provide connections to open space at the top of the hill, and an open view corridor to the east. Pedestrian crosswalks, raised crosswalks, bulb-outs, and stop controlled intersections would be included throughout the project site and at key intersections that connect the project area to adjacent neighborhoods. The pedestrian facilities would also provide connections to open space, the 22<sup>nd</sup> Street Caltrain Station, Starr King Elementary School, and other community services. Figure 5 shows the proposed off-street pedestrian facilities.

Bicycle circulation within the project site would be created through the new street configuration. To encourage bicycle trips to and within the development site, establishing high visibility bicycle space may be considered at full build out and in coordination with the City.

BRIDGE HOUSING POTRERO HILL | TRANSPORTATION DEMAND MANAGEMENT PLAN  
BRIDGE Housing Corporation

**Figure 5**      **Proposed Off-Street Pedestrian Facilities**



## CITY POLICIES AND REQUIREMENTS

The City of San Francisco is developing a TDM ordinance that establishes TDM program requirements based on the number of off-street parking spaces that are included in a development. According to the City's Draft TDM requirements, a higher number of TDM points are required for developments that have higher rates of parking provision.<sup>9</sup> The ordinance includes a Menu of TDM Options from which developers can select. Each TDM option is associated with a number of points that reflects its likely impact on reducing vehicle trips. Developers must implement sufficient TDM Options to satisfy or exceed the points required.

### TDM Ordinance

Developments that are 100 % below market rate are exempt from the proposed San Francisco TDM Ordinance.

All market rate developments must comply with the ordinance. For market rate housing, a general formula has been developed to determine the number of points that will be needed based on the amount of off-street parking included in the development. According to the Draft Ordinance, developments with zero (0) to 20 off-street spaces will need to reach 13 points. For every additional 10 off-street parking spaces provided, rounded up to the nearest 10, an additional TDM point would be needed. The target would be capped at the total available points available for the land use. The Draft Ordinance outlines TDM measures and points associated with each measure based on the level of implementation.

Table 2 shows the maximum parking supply for both market rate and affordable developments included in the development, and the estimated number of points each site would need under the Draft TDM Ordinance.

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<sup>9</sup>City of San Francisco, Draft Transportation Demand Management Measures, July 2016, accessed August 2016, [http://default.sfpplanning.org/plans-and-programs/emerging\\_issues/tsp/tdm\\_D2\\_Appendix\\_A\\_TDM\\_Measures.pdf](http://default.sfpplanning.org/plans-and-programs/emerging_issues/tsp/tdm_D2_Appendix_A_TDM_Measures.pdf).

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**Table 2**      **Estimated TDM Point Requirements for All Phases (Market Rate and Affordable Vertical Developments)**

Phase	Block	Parking Spaces	Draft TDM Points Required
1*	X	29	N/A
2	A	102	22
2*	B	47	N/A
3	N	110	22
3	O	100	21
3	P	45	16
3*	Q	28	N/A
3*	R	20	N/A
4*	J2	33	N/A
5A*	J1	20	N/A
5A	K	125	24
5A	L	130	24
5A*	M	60	N/A
5B*	C	50	N/A
5B	F	70	18
5B*	G	30	N/A
5C*	D	50	N/A
5C	E	125	24
5C*	H	30	N/A
<b>Total</b>		<b>1,204</b>	<b>171</b>

Note: Building phases marked with an asterisk will be BRIDGE housing developments and will be 100% affordable.

## Special Use District

As part of the entitlements for the development, the project site will be rezoned as the Potrero Hope SF Special Use District. The purpose of a Special Use District (SUD), is to provide an amendment to the Planning Code to establish density, parking, setbacks, and zoning requirements in line with the intended goals of the development. The stated purpose of the Potrero Hope SF SUD is as follows:

Allow a project that will replace the Potrero Terrace and Potrero Annex public housing projects with a mixed-use and mixed-income development of affordable dwelling units in a number in excess of the existing public housing units, market-rate dwelling units, neighborhood commercial and community facility uses, and new infrastructure improvements, including streets, sidewalks, utilities, and open spaces.<sup>10</sup>

<sup>10</sup> Section 249: Potrero Home SF Special Use District



## DRAFT EIR FINDINGS

The Environmental Impact Report (EIR) for the master plan was certified in December 2015. Based on City Guidelines<sup>11</sup>, residential trip generation rates for the proposed project were determined to be 7.5 daily person trips per unit for one-bedroom or studio units, 10 daily person trips per unit for two-bedroom or more housing units, 5 daily person trips per unit for senior housing residences, and 150 daily person trips per 1,000 sf of retail development. Pursuant to the Guidelines, residential trip generation rates were assumed to be the same for both market rate and affordable housing units. For the proposed community center, trip generation rates of 1.45 PM peak hour person trips per 1,000 sf and 22.8 daily person trips per 1,000 sf were obtained from the ITE Trip Generation Manual 8<sup>th</sup> Edition (Land Use Code 495).<sup>12</sup>

In total, the proposed project would generate approximately 12,243 net person-trips (inbound and outbound) on a weekday daily basis and 1,787 net person-trips during the PM peak (from 4:00 p.m. to 6:00 p.m.). Project-generated new person-trips were assigned to travel modes through mode split information obtained from the SF Guidelines for work and non-work related trips to and from Superdistrict 3. During both the weekday AM and PM peak hours, approximately 60% (1,069) of the person-trips generated by the proposed project are assumed to be auto-based, 19% (344 trips) transit-based, and 21% (373) would occur by walk/other modes. The proposed project would result in a total of approximately 891 new vehicle trips during the weekday PM peak hour, of which 575 would be inbound and 316 outbound.

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<sup>11</sup>San Francisco Planning Department, Transportation Impact Analysis Guidelines for Environmental Review, City and County of San Francisco October 2002, Accessed August 2016, [http://sf-planning.org/sites/default/files/FileCenter/Documents/6753-Transportation\\_Impact\\_Analysis\\_Guidelines.pdf](http://sf-planning.org/sites/default/files/FileCenter/Documents/6753-Transportation_Impact_Analysis_Guidelines.pdf)

<sup>12</sup> Please note that trip generation estimates for the community center were based on a single study site.

## 2 TDM GOALS

BRIDGE Housing develops housing for low income residents. Beyond providing housing for low-income households, the organization has the following guiding goals that all of its developments strive to achieve:

- Economically integrate neighborhoods.
- Generate economic opportunities for public housing residents.
- Create new main street hubs and hearts of the community with opportunities for informal interaction between neighbors.
- Link low-income families to the services they need.

BRIDGE Housing's Potrero Hill project is part of the City of San Francisco's HOPE SF program, a partnership between the Mayor's Office of Housing and Community Development and the San Francisco Housing Authority aimed at revitalizing distressed public housing developments and increasing the City's supply of affordable housing. To meet the general goals of the program, HOPE SF has identified a robust list of objectives for the project; those that influence the TDM plan are listed below:<sup>13</sup>

- Establish physical and social connections between the Potrero Terrace and Annex Project site and the larger Potrero Hill neighborhood.
- Provide community facilities, including space for on-site services and programs.
- Create a comprehensive services plan to address gaps in service and facilitate access to existing programs and resources.
- Build new safe streets and open spaces.
- Incorporate green and healthy development principles that include green construction and healthy buildings, and a walkable neighborhood.

### TDM STRATEGY GOALS

In addition to meeting the goals noted above, the Potrero Hill redevelopment would also strive to create a pedestrian friendly environment that creates a fun and inviting community for residents. The TDM plan will include measures that contribute to the goals shown in Table 3.

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<sup>13</sup> Bridge Housing, Potrero Hope SF Design Standards and Guidelines, February 2015.

**Table 3 TDM Guiding Efforts and Goals**

TDM Guiding Efforts	TDM Goals
Support access	Promote the diversity of transportation options available and provide resources and incentives to travel to/from the site on sustainable modes
Create community	Create a safe and fun environment that is inviting to all people and modes of transportation at all times of the day. Activate the public realm through urban design features.
Encourage walking	Promote pedestrian safety through lighting and street design e.g. sidewalks, pedestrian-friendly intersections, and bus stop access. Increase connectivity associated with the layout of streets within the neighborhood. Provide high quality and convenient connections to open space.
Be a good neighbor	Reduce traffic congestion associated with the development. Reconnect the site to the wider city street grid. Improve the supply of convenient and direct access to high quality transit, including Caltrain and Muni Light Rail.

## TRIP REDUCTION TARGET

The EIR calculated the expected weekday daily and PM peak hour vehicle trips associated with the proposed site. This TDM plan works to achieve a trip target of 15% fewer trips than stated in the EIR. In support of the City's goals, BRIDGE Housing will strive to exceed this goal and reach a 17% vehicle trip reduction as part of this plan. Table 4 shows the trip estimates presented in the EIR and the 15% reduced target that this TDM plan aims to achieve.

**Table 4 Trip Reduction Targets off of EIR Trip Estimates**

Period	EIR Trip Estimates	15% Trip Reduction Target
PM Peak Hour Trips (4:00 p.m. – 6:00 p.m.)	891	758

## FACTORS FOR SUCCESS

For the TDM plan to be successful, several factors are important.

- The TDM plan leverages substantial investments in transportation infrastructure made by BRIDGE Housing, particularly new pedestrian facilities and improvements to the existing road network. These infrastructure investments will reinforce TDM programs implemented by the developers and property managers.
- The TDM plan is practical and actionable. TDM strategies are operationally and financially realistic, enabling the plan to get “off the shelf”.
- The individual TDM strategies complement each other in a coordinated and synergistic package. The TDM plan is designed with the understanding that each component is needed to maximize trip reductions.
- The TDM plan includes comprehensive parking management strategies that optimize the site's parking supply.
- The TDM plan should be monitored and adjusted to improve performance over time. Likewise, trip reduction goals need to be phased in so that they remain realistic and achievable, and

adjustments should be made to better tailor programs to actual usage and the evolving demographics of the site and transportation options that serve the site.

## TDM APPROACH

The project would support larger City goals, objectives, and the San Francisco TDM Ordinance which determines the strength and types of TDM measures that are necessary for developments. This TDM plan supports current project design and transportation components identified in the Public Draft EIR and Rebuild Potrero and complements these transportation improvements. In addition, this TDM plan specifies how demand management strategies can be applied, how they can quantifiably reduce auto traffic demand, and how these strategies can be measured.

BRIDGE Housing will develop and manage all of the below market rate housing sites, however, parcels planned for market rate housing may be developed by third party developers who would plan, develop, and manage these portions of the project.

The Draft TDM Menu of Options was used to guide the development of this TDM plan. Specific elements of the proposed TDM plan will be implemented on a sitewide basis and are presented as a Sitewide TDM Package in Chapter 3. An additional package of TDM measures is presented in Chapter 4; implementation of these measures will be required by all market rate development. The sitewide TDM package includes improvements to the developments' public spaces, communication, and monitoring that will be implemented by BRIDGE Housing, its affiliate, or designated management association. Building-specific measures are also included in the sitewide TDM package and all developments on the site will be required to implement these measures. BRIDGE Housing would implement all of the building specific, sitewide measures for 100% below market rate developments; future market rate developers would be required to implement all sitewide, building specific measures as well as the additional measures included in the Market Rate Development TDM Package. Measures included in both the sitewide and market rate TDM packages will be implemented as buildings are occupied. Table 5 shows the proposed TDM measures and whether the TDM measure is required under the Sitewide TDM Package or the Market Rate Development TDM Package.

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**Table 5      Draft TDM Menu of Options for and Required Implementations**

TDM Measure	Sitewide TDM Measure	Building Specific, Market Rate Housing TDM Measure
Bicycle Parking	●	
Bicycle Repair Station		●
Car Share Parking	●	
Car Share Membership		●
Family TDM Amenities	●	
On-Site Childcare	●	
Contributions or Incentives for Sustainable Transportation		●
Multimodal Wayfinding Signage	●	
Real Time Transportation Information Displays		●
Tailored Transportation Marketing Services	●	
On-Site Affordable Housing	●	
Unbundle Parking	●	
Parking Supply	●	



### 3 SITEWIDE TDM PACKAGE

This TDM Package focuses on three overarching strategies: information and marketing, resident services, and parking management. TDM measures outlined in the Sitewide Package apply to all buildings in the development (regardless of their rental rate). In addition to site residents, employees of commercial and community spaces within the development are eligible for all applicable sitewide measures, such as welcome packets, bicycle parking, and car share access.

A package of additional requirements for market rate developers is provided in Chapter 4.

#### COMMUNICATIONS AND INFORMATION

Effective marketing and management of the TDM programs are essential to their success. If residents, employees, and the general public are unaware of the available transportation options and programs, they will not take advantage of them. Ongoing and tailored marketing efforts will be needed to ensure that programs are well utilized. Similarly, active management of the TDM programs by dedicated staff is needed to implement, tailor, and refine the programs and services to best meet the needs of the community.

#### Tailored Transportation Marketing

Information on transportation options and/or links to the appropriate website and/or app will be distributed to all prospective residential tenants and all prospective employees who receive an offer to work within the development. It will also be included as a component of resident and employee welcome packets or employee orientation. Furthermore, information and/or links will be posted in prominent locations for all residents and employees, such as apartment lobbies, bus stops, and/or lunchrooms.

In accordance with the San Francisco Transportation Demand Management Measures, the development project shall provide individualized, tailored marketing and communication campaigns to encourage the use of sustainable transportation modes. Marketing services will be provided by the TDM Coordinator and will include:

1. **Promotions.** The TDM coordinator shall develop and deploy promotions to encourage use of sustainable transportation modes. This includes targeted messaging and communication campaigns, incentives and contests, and other creative strategies.
2. **Welcome Packets.** New residents and employees shall be provided with tailored marketing information about sustainable transportation options associated with accessing the project site (e.g., specific transit routes and schedules; bicycle routes; carpooling programs, etc.) as part of the welcome packet. For employees, the packet should reflect options for major commute origins. New residents and employees shall also be offered the opportunity for a one-on-one consultation about their transportation options.

## **TDM Coordinator**

Transportation Coordinators implement TDM strategies and oversee the management and marketing of TDM programs. Additionally, the TDM Coordinator will oversee the monitoring and reporting of the TDM Program at the Potrero Hill site.

BRIDGE Housing, its affiliate, or designated management association, will hire an outside consultant to serve as the Transportation Coordinator for the entire development. The role of this position will be to coordinate all transportation communication, to implement TDM programs, and to comply with compliance monitoring and reporting requirements for the entire site (both market rate and affordable developments). Because the proposed development is planned to develop in multiple stages, this position will scale overtime to reflect the Potrero Hill Development's occupancy and will exist for the lifetime of the project.

Below is an overview of possible information distribution approaches that may be considered by the sitewide TDM Coordinator.

## **Resident and Employee Guide**

At initial lease signing or renewal (for dwelling units) and upon hire (for non-residential development) an up-to-date transportation reference guide will be distributed either in print or electronically to all new residents and employees; updates to the handbook will be provided as service changes occur. This information should also be posted on the development site website. The handbook should include the following information:

- Transportation Coordinator contact information
- Commute trip planning information, including application information for relevant ride matching or dynamic carpool services (e.g. MTC ride matching program, Lyft carpool pilot program, etc.)
- Local transit options and schedules, including links to Muni and Caltrain schedules/route maps and the online BART schedule and trip planner app

Information distributed to Below Market Rate residential units will also include information on eligibility requirements and required forms for Muni discount passes including lifeline passes, low-income monthly passes, and free Muni for youth/senior passes.

## **Website (initial) and Smartphone App (long-term)**

Creating a website or smartphone app that serves as a comprehensive source of transportation and TDM information has proven highly effective in raising awareness of alternatives to drive-alone mobility and commute options. Such tools can provide specific information on costs, benefits, and multimodal options available to employees and residents as well as links to citywide or regional information. Figure 6 on the following page provides an example of these types of websites.

Depending on financial feasibility, a smartphone app or other web based information services may be considered by BRIDGE Housing to provide transportation information for local and regional transportation options.

Figure 6 Example of Transportation Website (Mountain View)



[www.mvgo.org](http://www.mvgo.org)

## Wayfinding

Providing signage or intrinsic wayfinding to direct people to nearby services, access routes, and non-driving transportation options makes the surrounding area more navigable. Establishing a wayfinding system throughout the project site, or near key access points, provides clear directions to key destinations and encourages the use of active or public transportation modes for short trips. In accordance with the San Francisco Transportation Demand Management Measures, the development project shall provide multimodal wayfinding signage in key locations to support access to transportation services and infrastructure, including:

- Transit;
- Bike share;
- Carshare parking;
- Bicycle parking and amenities;
- Showers and lockers;
- Taxi stands; and
- Shuttle/carpool/vanpool pick-up/drop-off locations.

As the master developer, BRIDGE Housing will establish wayfinding to key destinations within the project site, such as the main corridor along 24<sup>th</sup> Street, and nearby transit stops. Wayfinding may include intrinsic wayfinding provided by view sheds of locations (such as the Bay) or destinations such as bus stops or train stations.

## RESIDENT SERVICES

This section describes the TDM measures and policies that BRIDGE Housing will require to be implemented as part of the development of the project site. Since some of these measures will require coordination with and input from the City of San Francisco and future tenants; the exact parameters of a given measure may evolve over time or be determined at a later time.

### Vehicle Sharing

Car sharing programs allow people to have on-demand access to a shared fleet of vehicles on an as-needed basis. Car sharing has been shown to significantly reduce vehicle ownership and vehicle miles traveled (VMT). Making these vehicles accessible to residents increases the vehicle availability for non-car owners, and reduces the need for households to own more than one vehicle.

A Transit Cooperative Research Program (TCRP) publication “Car-Sharing: Where and How it Succeeds” provided a comprehensive evaluation of the effects of car sharing programs throughout the U.S. and importantly, the effects on users of such programs. The empirical study findings indicated that on average, about 20% of car sharing members give up their car (or a second or third vehicle) and about 40% of members forego purchasing a new car. The report also discusses the financial incentives or cost savings for developers by installing car share parking spaces. While the study results may reflect some self-selection bias, providing car share parking spaces can reduce the overall need for parking spaces and reduce the overall project operating and maintenance costs. Fewer parking spaces also results in lower trip generation and traffic impacts on the surrounding neighborhood. Cost savings to developers can be reallocated to an investment in car sharing and related membership for future residents and businesses on the property.<sup>14</sup>

Two potential car share operators are City CarShare<sup>15</sup> and Zipcar<sup>16</sup>. Scoot<sup>17</sup> is another potential operator and provides flexible electric motor scooter share in the Bay Area. Other car share services, such as point-to-point (such as car2go) or peer-to-peer (such as Getaround), are also opportunities to reduce residents’ need for private vehicles. These services would be offered by a private vendor.

The project is required to meet a car share ratio of one (1) car share parking space for every 80 dwelling units, and one (1) car share space for each 20,000 square feet of occupied retail space. Car share may be located in both on- and off-street parking spaces to increase their visibility and access with supply aggregated instead of assigned to each individual building. Car share parking spaces may be placed in priority parking areas (on-street spaces close to entrances). If peer-to-peer programs are pursued, priority parking for participating shared vehicles should be considered, as well. Additionally, this program should maintain flexibility to increase the number of vehicles as development occurs and demand shifts.

### Bicycle Parking

Making non-recreation trips of any purpose by bike can reduce household costs and improve health outcomes. However, purchasing a bike can be a significant financial investment for many. As such, even a small chance of theft can reduce bicycle trips when all parking options leave bikes exposed to the

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<sup>14</sup> Transportation Cooperative Research Program (TCRP) Report 108, *Car-Sharing: Where and How it Succeeds*, 2005.

<sup>15</sup> [www.citycarshare.org](http://www.citycarshare.org)

<sup>16</sup> [www.zipcar.com](http://www.zipcar.com)

<sup>17</sup> <https://scoot.co/>



elements. Secure parking, bicycle lockers, and in-unit bicycle nooks (Class 2) offer more protection from theft and vandalism when compared to standard bicycle racks (Class 1).

In addition to the provisions above, vertical developments that include retail or commercial space shall provide one (1) Class 1 space for every 3,750 square feet of occupied retail space. All Class 1 spaces provided for retail uses shall be made publically available at well-lit, highly visible, and conveniently located retail or community destinations to promote bicycle use by visitors. Developments that include retail will also provide one (1) Class 2 space for every 750 square feet of occupied retail space; or five percent of the maximum number of visitors which the project is designed to accommodate, whichever is less. Provisions shall be made that a share of Class 2 spaces are located within a reasonable distance of electrical outlets to allow for charging of e-bikes.

The Special Use District (SUD) and the Development Agreement will govern the number of bicycle parking spaces required at the project site. Per the parameters of the SUD, buildings containing 100 or fewer dwelling units shall provide one (1) Class 1 bicycle parking space for every two (2) units. Buildings containing more than 100 dwelling units shall provide 50 Class 1 spaces plus one (1) Class 1 space for every eight (8) dwelling units over 100, and one (1) Class 2 space for every 20 dwelling units.

### **Family TDM Amenities**

All vertical developers shall provide a secure location for storage of personal car seats, strollers, and cargo bicycles or other large bicycles at all buildings on the site. Secure personal car seat storage should be located adjacent to off-street car share parking space(s).

### **On-site Childcare**

On-site childcare facilities can reduce commuting distances between households, places of employment, and childcare. As the master developer, BRIDGE Housing will provide an on-site childcare facility as part of the Master Plan.

### **On-site Affordable Housing**

Research indicates that affordable housing units generate fewer trips than market rate housing units. Affordable housing requirements for the overall site shall be met by BRIDGE Housing through the provision of affordable units as stated in the Project Description and Developer Agreement.

## **PARKING MANAGEMENT**

Automobile parking is necessary for the successful development of the project. However, too much parking causes higher rates of traffic and safety risks, undermines other TDM strategies, increases project costs, and negatively impacts walkable and aesthetically pleasing site design. Finding the right balance needed to support the City's goals is critical, particularly given that parking is an expensive resource to provide. The role of parking and parking management is also a key element to helping the Potrero Hill Development reduce vehicle trips. If free and unregulated parking is provided, there is little incentive for many residents to use alternative modes of transportation.

The parking management strategies presented are designed to help ensure that there are enough parking spaces to support functioning of the site, while not providing more parking than necessary. Balancing these factors will help achieve trip reduction goals, reduce development costs, and support the success of a pedestrian-friendly environment.



## Parking Supply

The Special Use District (SUD) and the Development Agreement will govern the number of parking spaces required at the project site. Per the parameters of the SUD, there is no minimum off-street parking requirement for any use in the district. Upon completion of the Project, the number of off-street parking spaces within the SUD shall not exceed: one parking space per market rate residential dwelling unit; plus one parking space per 500 square feet of occupied commercial, institutional, and community facility space.

BRIDGE Housing will provide a maximum parking ratio of 0.5 off-street parking for all affordable housing units. Market rate developments will provide a maximum of 0.75 parking spaces for every one market rate residential unit. Parking supply may be aggregated though total will not exceed these maximums.

## Unbundled Parking for Residents

Parking construction and operating costs are generally subsumed into the price of housing. Although the cost of parking is often hidden in this way, parking is never free. Instead, the cost to construct and maintain the “free” parking is included in the cost to buy or rent housing.

The SUD requires all spaces be unbundled and sold or rented separately.

The unbundled parking policy provides a financial incentive to residents to use only the amount of parking they need. For residential development, unbundled parking may prompt some residents to dispense with one of their cars and to make more of their trips by other modes. Among households with below-average vehicle ownership rates (e.g., low-income households, students, singles, seniors, etc.), unbundled parking can also provide a substantial financial benefit that increases housing affordability.

With adequate on-street parking proposed for the project, this program may require restricting on-street parking during certain hours.

BRIDGE Housing will require that all off-street parking spaces be unbundled and require that each space be rented separately.<sup>18</sup>

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<sup>18</sup> Rental rates for unbundled parking in affordable housing developments will be governed by the regulations imposed by financing sources, including those imposed by the California Tax Credit Allocation Committee.

## 4 MARKET RATE TDM PACKAGE

Market rate developments built on the project site are required to comply with all of the TDM measures included in this section, in addition to any building specific measures included in the sitewide TDM measures listed in Chapter 3. In meeting this agreement, future market rate developers will be in compliance with the City's TDM Ordinance. In coordination with the City, the measures outlined within this package may be conditionally substituted if the developer can demonstrate that alternative measures would result in a comparable reduction in vehicle trips. Although the following measures are not required for BRIDGE Housing as affordable housing developer, BRIDGE Housing will make efforts to include these measures in all affordable developments, contingent on the availability of subsidies of operating budgets.

### INFORMATION AND MARKETING

#### Resident Guide

In addition to the items covered in the resident and employee guide required under the Sitewide TDM Package (see Chapter 3), handbooks for market rate residents shall include the following information:

- Subsidies or financial incentives provided through the TDM program, and instructions on how to access them, forms, etc.

#### Real Time Transportation Information

Market rate developers shall provide real time transportation information on displays (e.g., large television screens or computer monitors) in prominent locations (e.g., entry/exit areas, lobbies, elevator bays) on the project site to highlight sustainable transportation options and support informed trip-making. At minimum, screens should be provided at each major entry/exit.

The displays shall include real time information on sustainable transportation options in the vicinity of the project site, which may include, but are not limited to, transit arrivals and departures for nearby transit routes, walking times to those locations, and the availability of car share vehicles, shared bicycles, and shared scooters.

### RESIDENT SERVICES

#### Contributions or Incentives for Sustainable Transportation

Market rate developers shall offer contributions of no less than 50% of a year's cost of a Muni "M" pass for sustainable transportation options to each 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 TNC credits to subsidize shared rides such as Lyft Line and uberPOOL to transit stations.

### **Bike Repair Station**

Providing basic tools for keeping bikes in good working order can encourage commuters to try biking to work, and keep them riding. Under the parameters of the TDM Ordinance, each market rate developer shall provide at minimum one (1) bicycle repair station consisting of a designated, secure area within a building, such as a bicycle storage room or parking garage, where bicycle maintenance tools and supplies are readily available on a permanent basis. Tools and supplies should include, at minimum, those necessary for fixing a flat tire, adjusting a chain, and performing other basic bicycle maintenance. Other available tools should include a bicycle pump, wrenches, a chain tool, lubricants, tire levers, hex keys/Allen wrenches, torx keys, screwdrivers, and spoke wrenches.

### **Vehicle Share Memberships**

In addition to meeting the requirement for providing vehicle share parking included in the sitewide TDM package (see Chapter 3), market rate developers shall provide fully subsidized car share memberships on a one-to-one basis per dwelling unit, as outline in the TDM Ordinance. Memberships should be offered at least once annually to each dwelling unit and/or employee for the life of the project. The cost of the membership shall be determined at the time of project approval and 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 the membership, whichever is less. Residents and/or employees shall pay all other costs associated with car share usage, including hourly fees.

## **PARKING MANGANGEMENT**

In addition to the unbundled parking requirements included in the sitewide TDM package (see Chapter 3) future market rate developers will also provide options for tenants to pay an additional fee for designated/reserved parking spaces. Additionally, the unbundling of parking spaces in market rate developments will be implemented as follows:

- Spaces shall be leased not sold. Month-to-month leases provide flexibility for residents and property owners.
- Leasing rates will be adjusted as needed to manage parking demand. Prices will reflect the market for parking and be used to restrict demand to available supply.
- Where there are fewer parking spaces than units, the parking spaces shall be offered to the potential buyers or renters of the units with more bedrooms first.
- Surplus spaces may be rented out to non-residents or non-tenants with the provision that such spaces must be vacated on 30-day notice if they become needed as determined by individual property managers.

Any inclusionary affordable units located in market rate developments will be required to unbundle parking for these units and rent these spaces at a reduced rate that reflects the reduction ratio of rents between affordable and market rate units.<sup>19</sup>

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<sup>19</sup> Section 167 of the San Francisco Planning Code

## 5 TRIP REDUCTION ANALYSIS

There are challenges inherent in trying to estimate the effects of any one TDM investment. While research on vehicle trip reduction strategies often attempts to isolate the stand-alone effects of implementing such policies and programs to understand the actual relationship between specific strategies and travel behavior, it is difficult to isolate these effects. In practice, TDM measures are implemented concurrently, as they are synergistic.

This TDM plan includes a variety of measures that have been researched by the California Air Pollution Control Officers Association (CAPCOA). In a 2010 report, CAPCOA presents a way to quantify the total impact of different strategies implemented together in various areas and communities throughout the country. The CAPCOA report is based on an extensive literature review of the effectiveness of TDM and other GHG-reduction strategies implemented across the US, and provides clear guidance on the assumptions and limitations of each measure.

Other TDM measures included in this Plan do not have quantified trip reduction estimates, though they have been included in the San Francisco TDM Ordinance Menu of Options. While no trip reduction credit is included in the calculations, these measures are therefore expected to further reduce vehicle trips associated with residential developments in the City of San Francisco.

TDM strategies are not additive but rather complementary and synergistic. When additional measures are implemented, the marginal benefit of each new program diminishes because the baseline it is working from has already been reduced by prior strategies. This means that if one implements 11 strategies, with each estimated to reduce trip-making by 10%, one would not expect a 110% overall reduction in trip-making (rather, it would be 69%, see methodology below). To prevent this kind of result, the CAPCOA methodology includes maximum reduction levels associated with each category of strategies, based on existing research. For example, parking policy and pricing strategies can achieve a maximum reduction of 20%. This is separate from the impact of other TDM strategies, which can achieve a combined maximum reduction of 15%.

In general, the calculation is as follows<sup>20</sup>:

$$\text{Trip Reduction Estimate} = 1 - (1 - \text{Parking Reduction}) * (1 - \text{Other TDM Reduction})$$

Multiple trip reduction components are calculated in a similar way. For instance:

$$\text{Trip Reduction Estimate} = 1 - (1 - \text{Strategy \#1 Reduction}) * (1 - \text{Strategy \#2 Reduction}) * \dots \text{etc}$$

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<sup>20</sup> For further explanation of the other variable involved in trip reduction calculations, please refer to Chart 6-2 of the CAPCOA Quantifying Greenhouse Gas Mitigation Measures Handbook, August 2010. Attached in Appendix.

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Although the difference between this approach and a simple additive method is small, it has larger implications as the scale of the project increases. In addition, implementation of these strategies is often staggered, complicating the estimation of when these trip reduction strategies fully take effect.

Table 6 provides a summary of the potential range of reductions in trips associated with each of the TDM measures included in this plan. Our analysis tailored these measures to the proposed project land uses, and surrounding land use and transportation context.

**Table 6** Potential Trip Reduction based on CAPCOA

TDM Measure	Estimated Trip Reduction Range
Bicycle Parking	<1%
Bicycle Repair Station	<i>No available data, this measure was not evaluated</i>
Car Share Parking	1% - 5%
Car Share Membership	0.4% - 0.7%
Family TDM Amenities	<i>No available data, this measure was not evaluated</i>
On-Site Childcare	A mix of land uses can result in up to 30% trip reduction.
Contributions or Incentives for Sustainable Transportation	0.3% - 20%
Multimodal Wayfinding Signage	<i>No available data, this measure was not evaluated</i>
Real Time Transportation Information Displays	Included in Marketing Services
Tailored Transportation Marketing Services	0.8% - 2%
On-Site Affordable Housing	0% - 4%
Unbundle Parking	2.6% - 13%
Parking Supply	<20% reduction (dependent on properly managed on-street parking supply)

The measures included in both the sitewide and market rate TDM packages will be implemented at the time each building is completed and will be scaled with the project. Though the Potrero Hill Development has a stated 15% vehicle trip reduction target, BRIDGE Housing, its affiliate, or designated management association will strive to achieve a 17% vehicle trip reduction through the implementation of this TDM plan.



## 6 MONITORING

A robust monitoring program is key to the success of the project's TDM Program. Monitoring allows the City of San Francisco and BRIDGE Housing to specifically determine trip reductions and qualitatively assess how the programs offered are meeting the needs of residents and employees. The Potrero Hill Development is planned to be constructed in five phases. Phases 1 and 2, located at the southern end of the site, will include approximately 266 residential units; Phase 3 located at the northern end of the site and adjacent to the Potrero Rec Center will include 350 dwelling units; and Phases 4 and 5 which together comprise the major phase of development connecting the earlier phases to the south and north, will include approximately 1,000 dwelling units. As stated, at full build out, the site has a target of achieving a 15% PM peak hour (4:00 PM – 6:00 PM) vehicle trip reduction from EIR. Table 7 provides the estimated number of trips based on EIR for each phase, as well as target number of trips for each phase based on a 15% reduction. Compliance of this TDM Plan is defined as achieving no more than 5% greater than the trip maximum during the first survey after project completion (795 PM peak period auto trips) and reducing that to the 15% target by the second survey after project completion (757 trips).

Table 7 Compliance Target

Phase	Planned Units to be Completed Per Phase	Cumulative Planned Units Completed	Percent Complete	EIR Trip Estimates	Trip Cap (15% Trip Reduction Target)	Threshold of Compliance
Phase 1 and 2	266	266	16%	147	125	N/A
Phase 3	350	616	38%	340	289	N/A
Phase 4 and 5	1,000	1,616	100%	891	757	795

The objectives of the annual monitoring program are:

- To measure progress towards achieving, or retaining, compliance with the Plan goals to reduce automobile trips, enhance resident experience, and build community; and
- To identify the most and least effective TDM strategies, so that the former can be strengthened and the latter can be replaced or significantly improved.

Ongoing monitoring by the TDM Coordinator will enable the City of San Francisco and BRIDGE Housing to determine if the effectiveness of the program is growing over time or if adjustments are needed to improve the performance of the TDM program.

### MONITORING APPROACH AND PROCESS

The recommended monitoring approach and process for the project is illustrated below:



## Monitoring Plan

BRIDGE Housing, via the TDM Coordinator, will develop a data collection plan for traffic/bike/pedestrian counts, parking occupancy surveys, and an employee/resident survey. These materials will be updated according to City documentation, and will facilitate consistent data collection and analysis over the life of the project.

Monitoring of travel behaviors on site will begin within 18 months of completion of Phase 2 of the Potrero Hill Development, after which monitoring will occur on an annual basis as outlined below. BRIDGE Housing, its affiliate, or designated management company, provides the City the right to collect supplemental data on development and/or community activity with coordination with BRIDGE Housing and the site Coordinator.

Data should be collected over a one-week period during the fall or spring during a “typical week”—one in which there are no holidays, major events, or inclement weather. Data collection should be done during the same month each year. The following data will be collected per City standards:

- Information on TDM program implementation as required by the San Francisco TDM Ordinance;
- Vehicle traffic counts at all entry and exit points to the site during the morning and evening peak-hours;
- Sampling counts to determine automobile occupancies and carpool rates;
- Bicycle and pedestrian counts along key facilities or at gateways;
- Parking occupancy for public and private, on- and off-street facilities; and
- Resident and employee travel and TDM surveys will be conducted every two years, through hard copy, web-based, and/or intercept survey methods that work with the needs of the residents. The TDM Coordinator will make sure the survey is distributed to all residents and employees, with a goal of a 60% response rate.

The TDM Coordinator will be responsible for overseeing this effort and reporting results to the SFMTA and OEWD. The monitoring and reporting schedule is outlined below<sup>21</sup>:

- Within 30 days of the 18-month anniversary of the issuance of the Certificate of Occupancy of the 850<sup>th</sup> unit constructed on site, upon which the Project will be 50% complete;
- Annually, following the initial report listed above; and
- One submittal every three years, if the project is in good standing and has met all reporting requirements for five consecutive years.
- If any report demonstrates that the project exceeds its trip cap, the project must:
  - Work with the City to develop an actionable plan that revises its approach to TDM
  - Implement the revised TDM plan
  - Return to annual reporting until it has demonstrated compliance for five consecutive years

## Data Analysis

The TDM Coordinator will analyze the data collected to measure the following metrics and following City standards:

- Peak hour vehicle traffic counts compared with the peak-hour baseline trip generation for residential and non-residential land uses;
- Employee and resident mode split;
- Participation rates in TDM programs and services;
- Parking utilization throughout the day at public/private on- and off-street facilities;
- Vehicle ownership for residential land uses;
- TDM program awareness; and
- Cost-effectiveness of the TDM program.

In monitoring project-related vehicle trips, it is strongly recommended that the monitoring program evaluate the site's trips in the aggregate, and not try to differentiate trip type. From a practical perspective, trying to monitor "commercial" or "residential" trips will likely prove problematic. The surveys would provide a more appropriate method by which to determine mode split and travel behavior by user group or specific building/tenant.

In addition, the data collection and analysis process will enable BRIDGE Housing or a future management association to gather more qualitative data, such as employee and resident feedback on what programs they are using, what is working well, and how programs can be improved.

The data can be analyzed and cross-referenced to derive information such as by what mode employees and residents of the project travel for various trip purposes; the frequency of travel by a mode other than the single-occupant-vehicle; or which TDM services employees and residents use and why (and vice versa). This data can be further cross-referenced with demographic data to classify travel characteristics by personal and household characteristics such as occupation, income, vehicle ownership, vehicle availability, place of residence, and household size. Cross-referencing is valuable in targeting specific groups with programs designed to meet their needs.

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<sup>21</sup> San Francisco Municipal Transportation Agency, DRAFT Standards for the Transportation Demand Management Program, July 2016.

## Refine and Implement

As needed, and based on the trip generation and travel behavior findings, an annual detailed refinement plan may be developed to identify how to improve performance of the program so as to reasonably meet program goals. The refinement plan may include detailed implementation steps for program refinements, including required actions and timelines for property owners, businesses, tenants, and residential associations, as appropriate.

At this time, it is not possible or prudent to define exactly how the program can and should be revised if vehicle trips are not reasonably reduced. Refinements to the TDM plan will need to be developed based on trip counts, survey data, and detailed information regarding travel behavior of residents, employees, and visitors. Potential revisions to the TDM plan could include:

- Increased financial subsidies for transit, biking, walking, or ridesharing and/or direct financial payments to reduce single-occupancy vehicle trips;
- Improved and diversified parking management, including increasing parking fees;
- Enhanced marketing and promotion of TDM programs;
- Expanded car sharing services;
- Additional investment in transit, biking, and walking infrastructure;
- Increased on-site TDM staffing levels;
- Administrative changes to ensure that programs are as user-friendly as possible to use; and/or
- Other measures or application of technological advances determined to be appropriate by BRIDGE Housing or future property management, and the City.

## **EXHIBIT N**

### **PUBLIC OPEN SPACE IMPROVEMENTS AND PARK DEDICATION PROCESS**

#### **POTRERO OPEN SPACE AND RECREATIONAL FACILITIES**

##### **9. General Terms**

- a. The Project includes the development of new publicly-accessible open spaces and recreational facilities (collectively, “open spaces”) as listed in Table 1 and as identified in Exhibit E (List of Improvements), and as further detailed in the Potrero Design Standards and Guidelines (“DSG”).
- b. The Parties agree that Central Park is appropriate for possible dedication to the San Francisco Recreation and Park Department (“RPD”). If the Developer identifies additional open spaces that could be transferred to RPD, the Developer shall inform RPD of that intent before submitting the Development Phase Applications that contain such open spaces. If RPD agrees that the additional open space is suitable for possible transfer to RPD, then the parties shall follow a process that is substantially the same as the process outlined for Central Park 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 spaces, and all associated costs thereof. Open spaces shall comply with all applicable laws, Basic Approvals, Implementing Approvals, and environmental controls such as the DSG, FEIR/EIS and Master Infrastructure Plan.
  - ii. Open spaces that are not proposed to be dedicated to RPD shall undergo review and approval pursuant to the Design Review process outlined in the Potrero 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 spaces 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 improvements and/or public infrastructure elements that encroach on existing or proposed RPD property.
  - iii. For Central Park and any other open space 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 Potrero Hill Rec Center. The Developer will work with RPD to ensure that the character of new open spaces and recreational facilities complement existing and proposed RPD facilities and RPD recreational goals.
- d. Operations & Maintenance
  - i. Open spaces transferred to RPD shall be operated solely by RPD. However, the Developer shall be required to enter into maintenance agreements as described herein.
  - ii. 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 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.
  - iii. Prior to initiating the process for Public Control of Central Park described below under Section 2 of this Exhibit N, the Developer will confirm in writing that the Annual Maintenance Cost for Central Park can be fully funded by site-generated revenue.
- e. If the Parties acting in good faith cannot reasonably come to agreement while implementing the outlined processes, and attempts at informal dispute resolution fail, then RPD will not agree to accept responsibility for Central Park. The City, led by the Planning Department, shall have the opportunity to establish other avenues for public control of the park prior to the Developer electing to retain control, and such processes will substantially conform to the roles, terms, and timelines outlined in Exhibit K (Project Development and Phase Application Process), including Section 7 Cooperation, subsections 7(c) and 7(e).
- f. In the event of non-agreement by the Parties, the park will be subject to the conditions outlined in Exhibit G (Regulations Regarding Access and Maintenance of Privately-Owned Community Improvements), and the park will have full public access regardless of ownership.

**Table 1.**

<b>Open Space</b>	<b>Intended Ownership</b>	<b>Intended Operations &amp; Management Responsibility</b>
Central Park	SF Recreation and Park Department	SF Recreation and Park Department

Open Space	Intended Ownership	Intended Operations & Management Responsibility
25 <sup>th</sup> and Connecticut Mini Park	A Management Association established by the Developer for the purpose of ownership and maintenance of open space.	A Management Association established by the Developer for the purpose of ownership and maintenance of open space.
Connecticut Park Terraces		
24 <sup>th</sup> Street Squiggle Park		
Texas Street Edible Garden		
23rd Street Stair & Overlook		
Gateway Open Space		

## 10. Process for Public Control of Central Park

- a. As shown in Exhibit B Site Plan, Central Park is located on 24<sup>th</sup> Street in the heart of the Project's new retail/community corridor and is bounded by 24<sup>th</sup> Street, 24 ½ Street, Missouri Street and the Connecticut Park Terrace. Central Park does not include the adjacent Connecticut Park Terraces.
- b. Park Design Review Process
  - i. A minimum of nine months prior to the submittal of the Phase Application that contains Central Park, Developer shall inform RPD in writing whether it intended to proceed with the proposed dedication of Central Park 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 Central Park, 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 park, 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 park site, including topography, sunlight, views, neighboring uses, and access;

- Collaboration with RPD staff to develop concept plan options for the park design;
  - Preparation of schematic plans, perspectives, and renderings as needed to illustrate conceptual options for the park 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 Central Park. 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 Central Park 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:
    - Park amenities that contribute to and complement those offered at other nearby parks, including the Potrero Hill Recreation Center;
    - Creation of unique identity and sense of place;
    - Creation of level area suitable for active uses and amenities well suited to serve the current and projected demographics of the area, such as a dog play area or children's play 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 park development costs, Park 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 Central Park, regardless of whether they are designed to provide service to the park. 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 Central Park.
  - 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 Central Park, the Developer shall inform RPD in writing within 60 days whether it will proceed with the anticipated dedication of the park to RPD. If the developer declines to make such dedication, RPD shall have no further obligations under this Exhibit N.
- c. RPD Funding Agreement
- i. Developer and RPD shall establish a funding agreement to support RPD project management activities during the park design review process, including RPD review and approval of the design services contract, outreach and facilitation of community meetings on park 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.
- d. Conceptual Design Cost Estimate
- i. It is in the interest of all Parties to develop a cost estimate for park 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 a Park 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 Park Construction Budget shall include all building materials and physical improvements to the land related to park facilities, all finish grading, direct labor costs for installation of the park improvements, a 10% park construction contingency, and an additional 2% for Public Art per SF Admin Code Sec. 3.19. but shall not include the cost of cut and fill, rough grading, the utility facilities required to serve the park 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. Developer shall disclose to RPD all documentation supporting its analysis of the Park Construction Budget. If the Parties disagree about whether a design recommended by RPD staff, including selected park features, can be built within the Park 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.

e. Park 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 park 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 park construction period, RPD will conduct neutral-party construction monitoring to ensure that the park 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 Central Park by the Phase Application.
- vi. RPD, with assistance from the Department of Public Works Infrastructure Design and Construction Division, shall inspect the Park upon completion of construction. If RPD determines that the Park conforms to the approved construction documents, and all applicable laws and performance standards, then RPD shall issue a written notice to Developer that the park as constructed meets the agreed criteria. The Parties will then initiate the acquisition process, and RPD shall assume control of the underlying land and improvements, at no cost to RPD.
- vii. Upon dedication, Central Park will become an RPD park 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 select a final name for Central Park.

f. Maintenance Costs and Funding

- i. During the construction document review process, the Developer, MOHCD, and RPD will work collaboratively to determine an Annual Maintenance Payment for Central Park based on the Final Conceptual Design and construction documents. A Maintenance Agreement shall be executed prior to RPD's acceptance of the park. RPD will not be obligated to acquire the park 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 park for a period of 25 years from the date of park dedication in accordance with the park 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 park. The Total Replacement Value shall be equal to the sum of (1) the Park 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.

#### **11. Process for Public Control of other Open Space and/or Recreational Facilities**

- a. As the Project is implemented over time, the Parties may mutually agree that other planned open spaces and/or recreational facilities 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 asset. If the Parties decide to pursue public control, they shall comply with a process that substantially conforms to the process outlined for Central Park above.

## 12.Improvements On or Encroaching On RPD Property

- a. As listed in Table 2 and further described in the DSG, the Project includes a number of potential improvements within or adjacent to RPD property, such as the stair entrances into RPD's Potrero Hill Recreation Center.
- b. The Developer will engage in the following coordination tasks with RPD for each of the potential improvements, if pursued, during Project implementation:
  - i. Consult with RPD staff on the layout and design of each improvement;
  - ii. Conduct a public outreach process to vet the improvements with the community to the satisfaction of RPD;
  - iii. Acquire Recreation and Park Commission approval of the Final Conceptual Design for each improvement prior to the start of construction; and
  - iv. Approve a Maintenance Agreement if the Developer is to contribute funding to maintain the improvement, as applicable.
- c. It is the mutual intent of the Parties that constructed improvements on RPD property be dedicated to, and accepted by, RPD at no cost to RPD. Upon dedication, these improvements will become RPD assets with all the ongoing maintenance, operations, costs management and programming requirements associated with an RPD-owned and operated asset.
- d. In 2017-2018, RPD intends to improve the Potrero Hill Recreation Center property, which improvements will likely include new and updated lighting between Arkansas and Missouri Streets. Should any of the improvements to, or encroachments on or adjacent to, the Potrero Hill Recreation Center property under the Potrero Project result in the need to relocate or replace the new lighting installed by RPD, the Developer agrees, in consultation with RPD, to relocate or replace the new lighting included in the RPD project to a location that serves the community's long-term need for access to and through the park, and addresses nighttime safety within the park.

**Table 2.**

Potential Improvement	Public Access	Potential Ownership and Management
23 <sup>rd</sup> Street retaining wall	Public ROW	CCSF under SF Department of Public Works
Missouri Street retaining wall	Public ROW	CCSF under SF Department of Public Works
Connecticut and 23 <sup>rd</sup> Street park stair	RPD park hours	SF Recreation and Park Department
Missouri and 23 <sup>rd</sup> Street park stair	RPD park hours	SF Recreation and Park Department

Potential Improvement	Public Access	Potential Ownership and Management
Missouri and 22rd Street park entrance	RPD park hours	SF Recreation and Park Department
Potrero Hill Recreation Center pathway lighting (initial installation by RPD)	RPD park hours	Depending on final location, SF Recreation and Park Department or SF Department of Public Works

## **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 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**  
**(see attached)**



## POTRERO HOPE SF | MASTER INFRASTRUCTURE PLAN

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*August 19, 2016*

**DRAFT**

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With assistance from:

ENGEO

## POTRERO HILL HOPE SF | MASTER INFRASTRUCTURE PLAN

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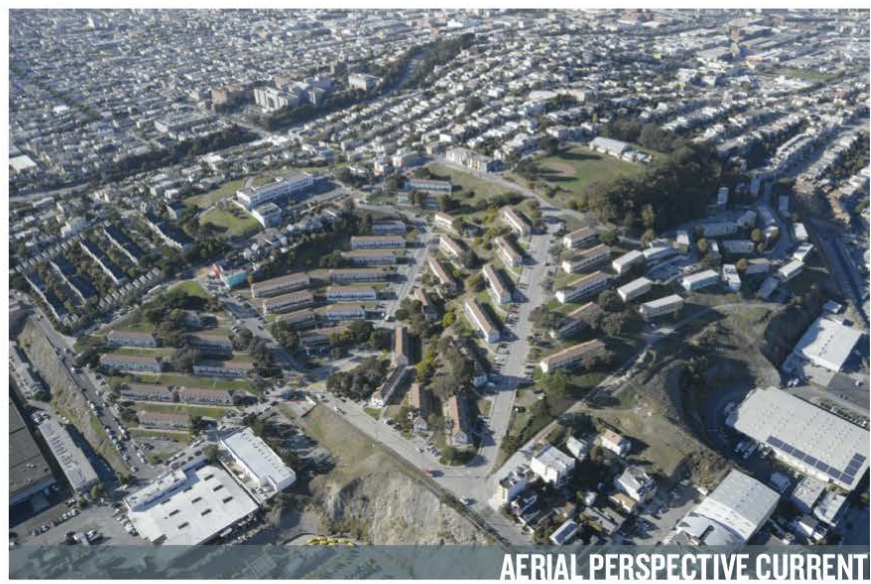


Figure 1.1 3D Rendering



### 1. INTRODUCTION / PROJECT DESCRIPTION

#### 1.1 Purpose

This Master Infrastructure Plan (MIP) serves as an exhibit to the Development Agreement (DA) between BRIDGE Housing or its Assignees (Developer) and City and County of San Francisco (City). The DA outlines the infrastructure responsibilities of the City and the Developer. This Master Infrastructure Plan defines the site and infrastructure improvements required to construct the Potrero Hope SF Master Plan (Project), including Environmental Remediation, Demolition, Grading, Street and Transportation Improvements, Open Space and Park Improvements, Potable Water System, Combined Sewer System, Stormwater Management System, and Dry Joint Utility System, as well as associated responsible parties in charge of implementing and operating the improvements. 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 area encompassing these infrastructure improvements consists of approximately 38-acres on the south side of Potrero Hill including the San Francisco Housing Authority Potrero Terrance and Annex parcels and the surrounding streets.

The overall project description, location, proposed street and open space designs and the nature of the development within the Potrero HOPE SF site are described fully in the *Potrero HOPE SF Design Standards and Guidelines* (Potrero DSG). The definitions of development-related terms as defined in the DA shall apply to this Master Infrastructure Plan.

#### 1.2 Land Use Program for the infrastructure Plan

Anticipated land uses at the Potrero Hope SF Master Plan include up to 1,700 residential units, approximately 15,000 square feet of retail space and approximately 30,000 square feet of community-serving use. These land use plan numbers have been used to develop utility demands. Although, the land use plan may be adjusted in the future, subsequent to the applicable planning process, in order to implement the project. Refer to Figure 1.3 for proposed site parcelization.

#### 1.3 Master Infrastructure Plan Overview

This Master Infrastructure Plan will govern the construction and development of infrastructure in the Hope SF Master Plan Site and off-site work needed to support the proposed development project.





Figure 1.2 Site Plan

#### **1.4 Property Acquisition, Dedication, and Easements**

The mapping, street vacations, property acquisition, dedication and acceptance of streets and other infrastructure improvements will occur through the Subdivision Mapping process. Except as otherwise noted, infrastructure described in this Master Infrastructure Plan shall be constructed within the public right-of-way or dedicated easements to provide for access and maintenance of infrastructure facilities.

Public service easements will be allowed within the Potrero Hope SF Master Plan Site as necessary to provide infrastructure and services to the Project. Proposed public water, wastewater, and power easements benefitting the SFPUC on private property will be reviewed on a case-by-case basis. Full access for vehicles and equipment for the maintenance and repair of utility mains is required. Restrictions to surface improvements in access easements will be defined in the review of the improvements for the parks and adjacent rights-of-way, in future easements, or in other interagency agreements. Public utilities within easements will be installed in accordance with the standards in this Master Infrastructure Plan and applicable City regulations for public acquisition and acceptance within public utility easement areas, including provisions for maintenance access; however, such areas shall not be required to be dedicated as public right-of-ways or improved to public right-of-way standards.

#### **1.5 Project Datum**

All elevations referred to herein are based on the City of San Francisco datum.

#### **1.6 Conformance with EIR & Entitlements**

This Master Infrastructure Plan has been developed to be consistent with project mitigation measures required by the Environmental Impact Report (EIR) and other entitlement documents. Regardless of the status of their inclusion in this Master Infrastructure Plan, mitigation measures of the EIR shall apply to the Project. Applicable sound and vibration studies required by the EIR will be completed during the approval process for each individual development block or parcel.

#### **1.7 Applicability of Uniform Codes and Infrastructure Standards**

Future modifications to City Standards, Guidelines, and Codes are subject to the requirements of the DA. The project shall adhere to the 2015 Subdivision Regulations or obtain an exception or design modification.

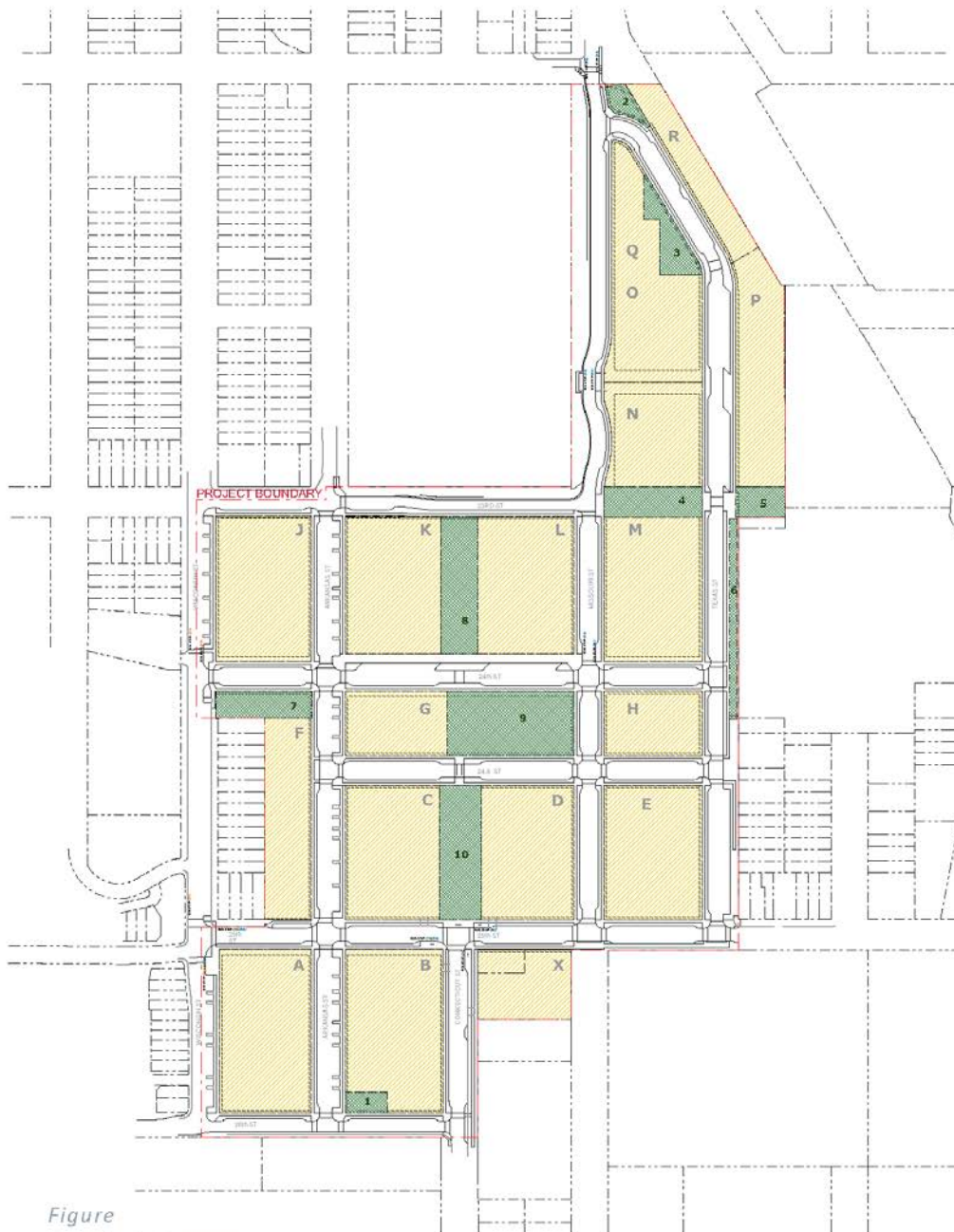


Figure  
1.3 Block Diagram  
(Open Space #1 may be located at illustrated location or 25<sup>th</sup> and Connecticut Street)

### **1.8 Project Phasing**

It is anticipated that the Potrero Hope SF Master Plan will be developed in several phases. Each phase will be further divided into development blocks (Blocks) and parcels. The Developer shall indicate the phase limits upon submittal of each Phase Application, as further defined in the DA. Phase Applications will include a brief description of the infrastructure required to serve the proposed development phase and existing adjacent development. The Developer may submit Phase Applications, for one or more Blocks, that would include a description of utilities and transportation improvements planned for each phase and shall correspond to improvements to be provided with the applicable subdivision map. The information provided with each Phase Application will be consistent with the procedures outlined in the project DA. Developer will complete horizontal development, vertical development may be completed by other developers.

### **1.9 Phases of Infrastructure Construction**

The Developer will design and install the new infrastructure in advance or to match the construction build out phasing of the Project and to serve the Blocks. The extent of the proposed infrastructure installation within each Block will be based on an "adjacency" principle. Adjacency, or adjacent infrastructure, refers to infrastructure that is near to and may share a common border or end point with a Block but is not necessarily immediately adjoining or contiguous with a Block, and represents the minimum necessary to serve the Block and to consolidate or minimize disruptions to the surrounding neighborhood. The infrastructure required for each Block 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 Potrero Hope SF Master Plan Site. The conceptual limits of the existing infrastructure to be demolished as well as conceptual layouts of the permanent and/or temporary infrastructure systems for each Block will be provided as part of the construction document submittals for that Block or Phase. Repairs and/or replacement of the existing facilities necessary to serve the Block will be designed and constructed by the Developer.

The City will be responsible for maintenance of proposed public infrastructure installed by the Developer once construction of the new infrastructure is complete and accepted by San Francisco Public Works (SFPDW), the San Francisco Department of Recreation and Parks (SFDRP), the SFMTA, or the SFPUC, except as otherwise specified in the DA. At all phases of development prior to full build out, the Developer shall demonstrate to the SFPUC that a functioning water and wastewater infrastructure system is in place at all times and complies with all City laws, codes and regulations. In addition, the Developer is responsible for maintaining a safe flow path for the 100-year storm at all times during the development. Future documentation submittal requirements are outlined in section 14 of this document.



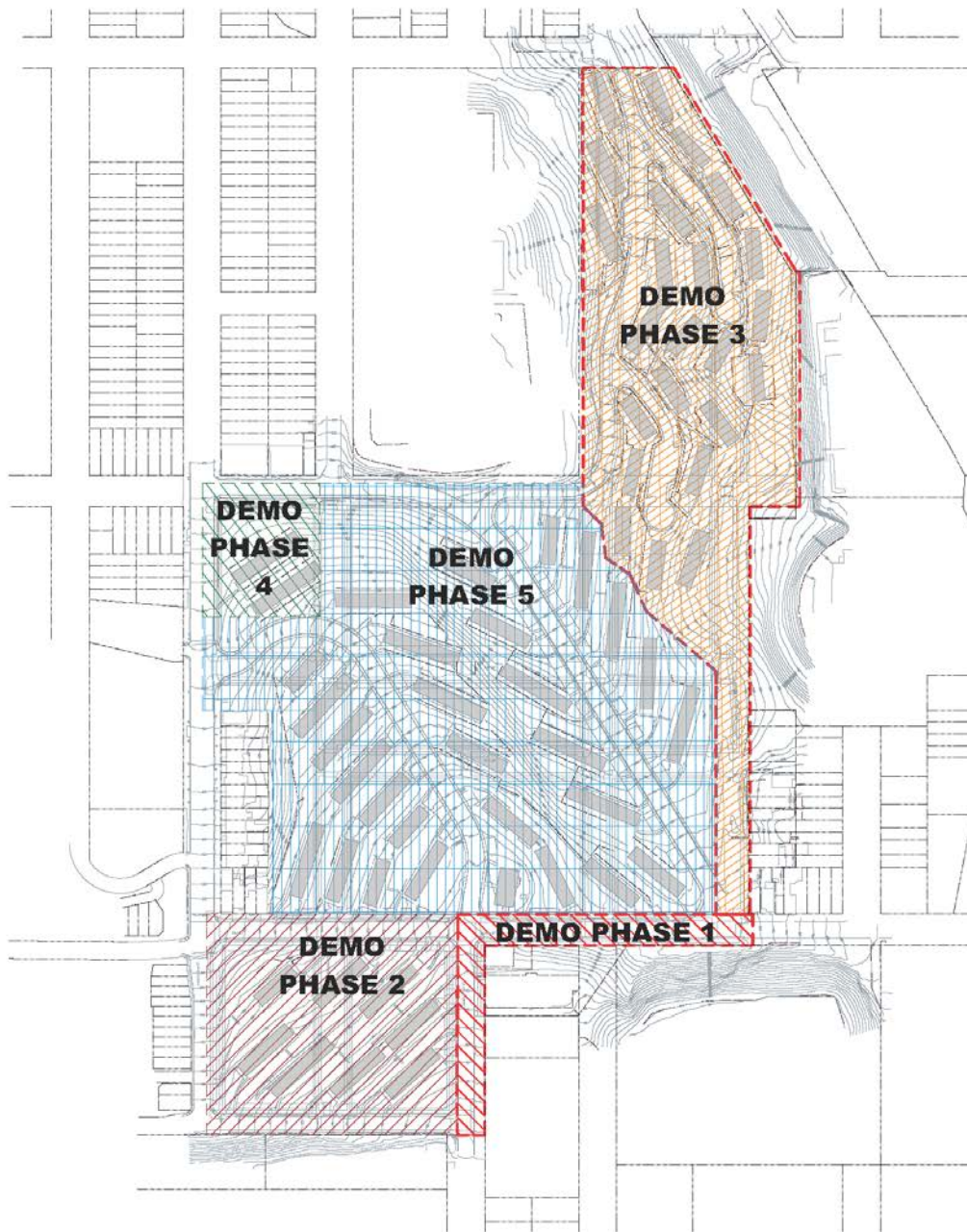


Figure 1.4a Demolition Phasing Diagram



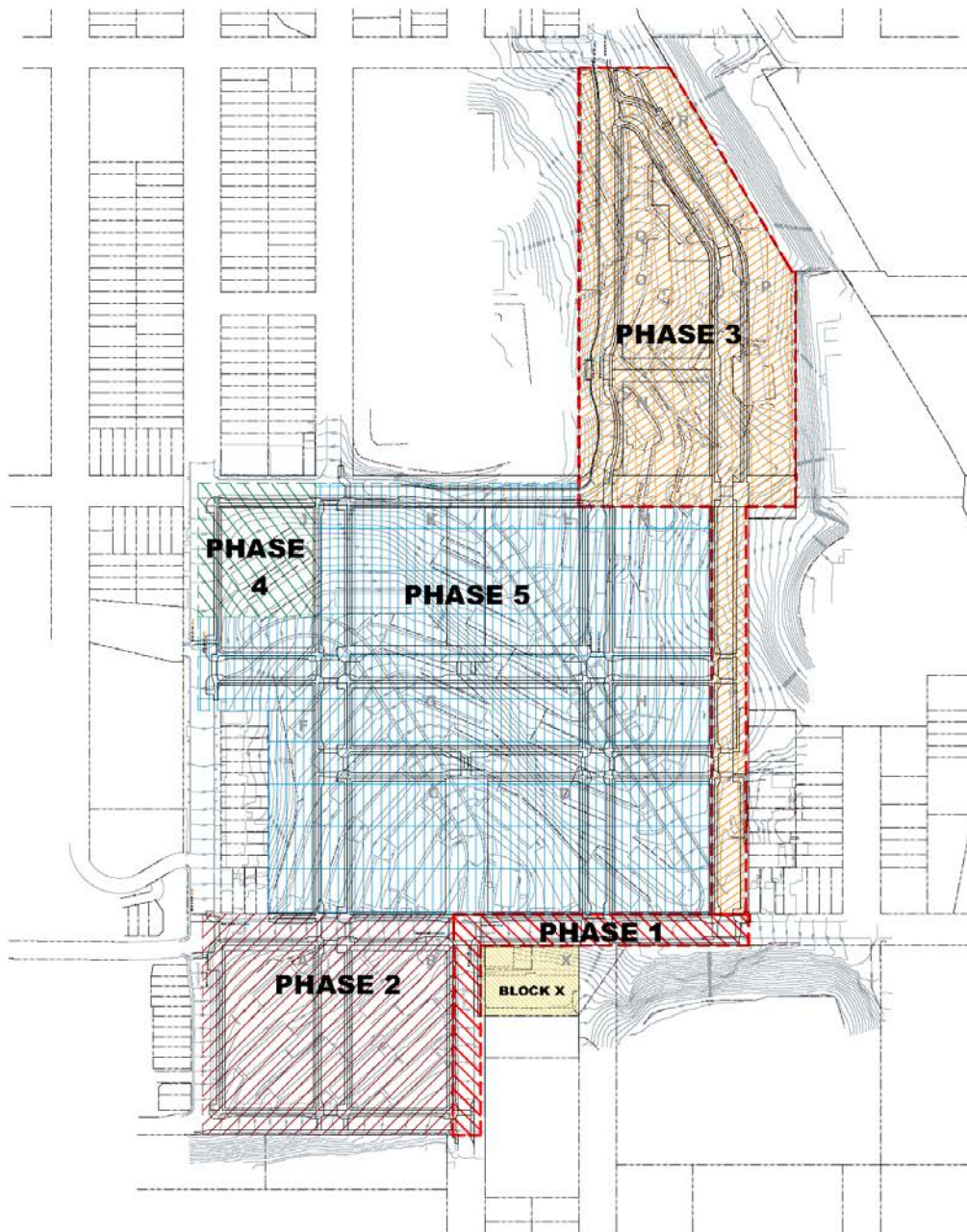


Figure 1.4b Development Phasing Diagram

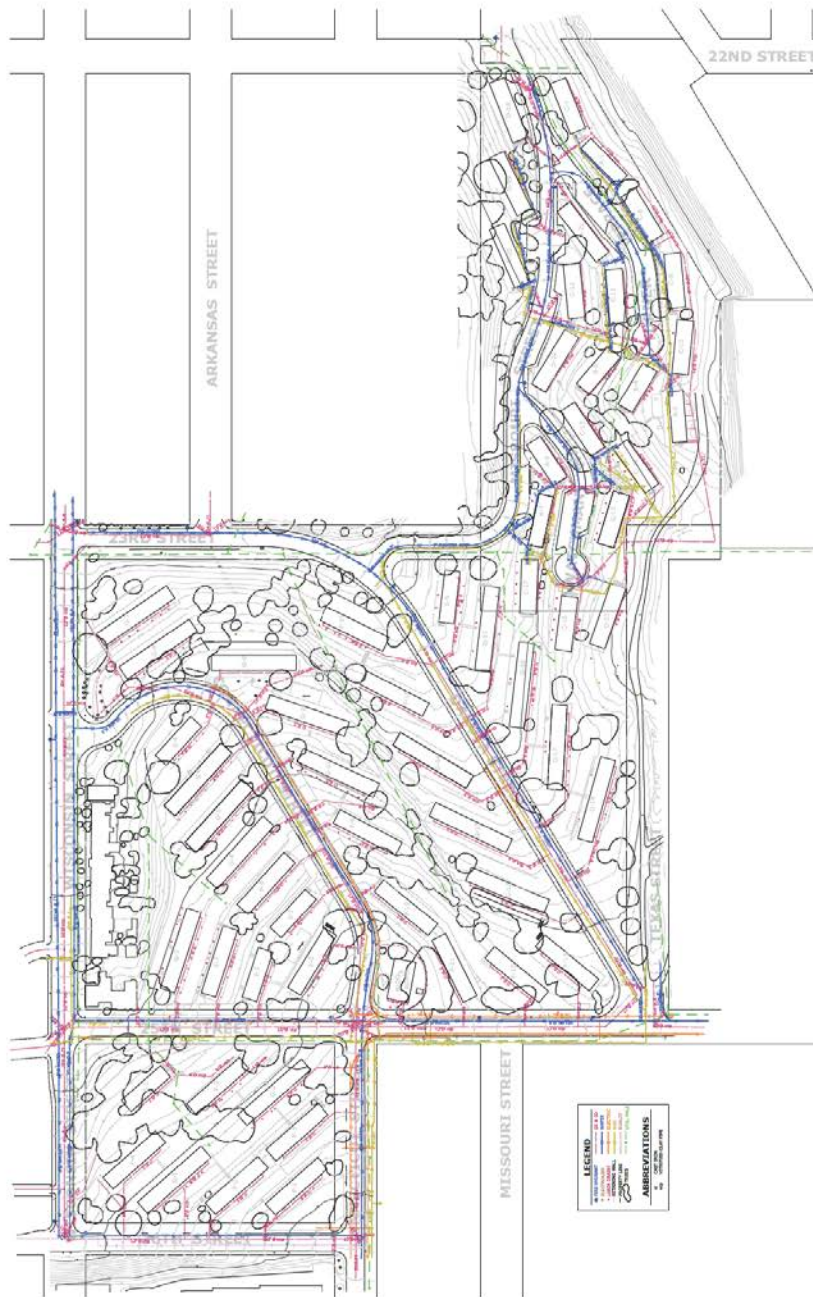


Figure 1.5 Existing Utilities (full size drawing available)

## 2. SUSTAINABILITY

Infrastructure is designed to facilitate the use of alternative 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 cleaner environment. Sustainable infrastructure includes stormwater management facilities (i.e. landscaped park areas, landscape strips, flow-thru planters, bio-retention areas), transit facilities and traffic calming, and energy-efficient outdoor lighting. Each of these elements is addressed in other chapters of this Master Infrastructure Plan. Sustainable building designs will be addressed in the individual Phase and building permit application documents. Final designs of sustainable project elements within the public rights-of-way will be reviewed as part of the improvement plans, construction document, and Stormwater Control Plan approval process.

### 3. GEOTECHNICAL CONDITIONS

Site geotechnical investigations have been completed and potential site wide geotechnical improvements have been identified by ENGEO, culminating in the development of the "Geotechnical Investigation, Potrero Terrace and Annex Redevelopment" (Geotechnical Report) by ENGEO, dated July 10, 2009.

#### 3.1 Existing Site Geotechnical Conditions

##### 3.1.1 Existing Site Soils

As described in the Geotechnical Report, the Potrero Hope SF Master Plan Site is underlain by serpentinite bedrock. The bedrock is generally fairly shallow, at or within 2.5' of the surface. Portions of the site contain areas that were artificially filled in a manner that will require removal and recompaction. There is also an area of highly expansive colluvium near the center of the project along Connecticut Street that will also require removal and recompaction.

##### 3.1.2 Site Geotechnical Constraints

From a geotechnical perspective, the following are the primary issues for new development at the Potrero Site:

###### 3.1.2.1 Differential Settlement

Due to the large depths of cut and fill on the project, the possibility of differential settlement across building footprints exists. This issue will be addressed by following the recommendations of the geotechnical report, including placing and compacting the fill in small lifts or possibly overexcavation of parts of the pad to create a more homogenous subbase below the building.

#### 3.2 Site Geotechnical Approaches

Successful site development will require engineering design and project construction methods that account for the existing soil conditions. These improvements will help ensure that site accessibility and building access is maintained both during seismic events and as minor long-term consolidation settlement occurs.

##### 3.2.1 Geotechnical Soil Improvements

To reduce minor consolidation settlement at the site, existing weak and undocumented fill discovered beneath buildings may be over excavated and replaced with engineered fill or be remediated with soil improvements per the recommendations of the Geotechnical Engineer. Geotechnical remediation will be completed in conjunction with vertical building and infrastructure construction on individual Blocks by the Developer. Based on the results of, and if required by, final site geotechnical investigations, soil improvements required within the public right-of-way will be constructed by the Developer.

##### 3.2.2 Building Foundations

Building foundation designs will be based on final geotechnical reports, site investigations and structural designs developed as part of the permitting process for vertical construction on the development



parcels. The Developer or subsequent owner of a development parcel will be responsible for the design and construction of building foundations.

#### **3.2.5 Retaining Walls**

It is anticipated that some of the existing retaining walls within the proposed development footprint will be modified or rebuilt due to grade changes and road realignment. The condition of retaining walls proposed to remain in place will be evaluated on a case-by-case basis during detailed design process. These walls may be seismically retrofitted or replaced to comply with City codes, the California Building Code (CBC), and the design-level geotechnical report. Where retaining walls are to be removed, proper shoring techniques, such as soldier pile and lagging systems or underpinning systems will be implemented to ensure the stability of existing site and adjacent facilities. Measures, such as the construction of new code-compliant retaining walls or retaining elements incorporated into the foundations of proposed buildings to address grade conflicts will be coordinated during the review and approval of construction documents and issuance of building permits. The retaining walls will be designed and constructed by the Developer and reviewed and approved by the DBI, the SFDRP, and the SFDPW. Where walls are located within the public rights-of-way and public parks, maintenance and ownership of the retaining wall will be the responsibility of the SFDPW, SFDRP, or another City of San Francisco agency upon acceptance of the final construction. Maintenance and ownership responsibilities for retaining walls constructed on private development parcels will be assigned to the owners of the individual Blocks in which the retaining walls are located. Design and Installation of interim retaining walls required to support the development of proposed on-site streets will be the responsibility of the Developer. **TO BE UPDATED**

#### **3.2.6 Flexible Utility Connections**

Portions of the site may experience differential settlement at the interface of pile supported buildings and the utility connections. Differential settlement at these locations may cause the utility connections to shear and break along this plane. Where required, flexible utility connections incorporating such solutions as flexible pipe materials, ball joints or settlement vaults, will be installed at the face of the building to mitigate the displacement of the utility connections and ensure continuous utility service.

#### **3.2.7 Building Access**

Settlement of the ground plane is anticipated in certain areas of the site due to an increase in fill depths and existing compressible clay soils. Where a pile-supported building structure interfaces with the on-grade public streetscape, differential settlement may occur where the compressible material beneath the street begins to settle relative to pile supported buildings. To mitigate areas where differential settlement is anticipated, grading and building designs will incorporate measures to ensure that continuous accessible paths of travel are maintained where building access points and private passageways interface with the public right-of-way.

Measures, such as hinge slabs, gangways and other adjustable surfaces, will be designed to accommodate the maximum anticipated long-term consolidation differential settlement. Alternatively, the project may consider a surcharging program, which induces consolidation settlement prior to the



construction of new improvements to reduce, and possibly eliminate, the need for project specific differential settlement design mitigations.

### **3.3 Phase of Geotechnical Stabilization**

Geotechnical stabilization will occur in phases to match the development sequence of the Blocks. The amount of stabilization will be the minimum necessary for the Block. The stabilization of smaller areas will allow the existing utility services and vehicular access areas to remain in place as long as possible in order to reduce disruption of access to the Blocks.

### **3.4 Schedule for Additional Geotechnical Studies**

Geotechnical Reports to support the development of private building parcels will be prepared and submitted to the City as part of the building permit process.

### **3.5 Environmental Remediation**

Special measures as directed by the Geotechnical Engineer may be necessary due to the high concentration of serpentinite soil and bedrock on the site. Naturally occurring asbestos (NOA) derived from the weathering of serpentinite has been found at the site. According to the geotechnical investigation, existing site soil free of organic material is suitable for use as engineered fill. If there is excess soil that contains high concentrations of the naturally occurring asbestos, it will be hauled offsite to a facility approved for handling these materials. The project geotechnical engineer will establish the necessary protocols for controlling air borne dust generated by the project's earth moving operations.

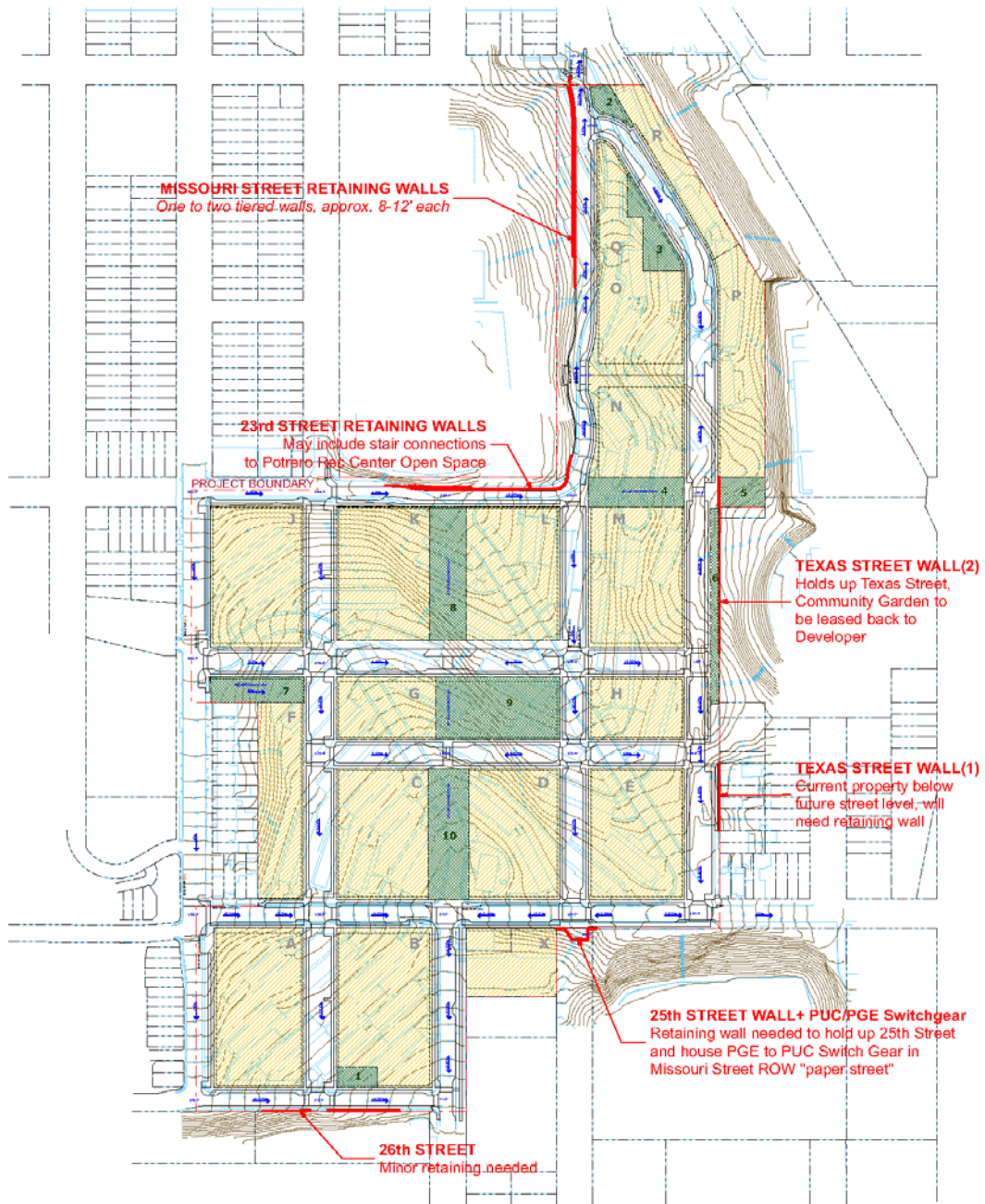


Figure 3.1 – Retaining Wall Map

## **4. PHASING AND DEMOLITION**

### **4.1 Scope of Demolition**

The Developer will be responsible for the demolition and deconstruction of all non-retained existing buildings and infrastructure features within the project boundaries. The design of permanent retaining walls to be integrated into buildings and streets will be reviewed and approved by the DBI and the SFDPW during the building design and permitting process and/or project construction documents. Remaining utility materials, primarily metals, will be recycled as feasible. Where transit pipe (asbestos-cement pipe) is encountered, appropriate abatement methods will be used to satisfy applicable regulatory agency requirements.

The Developer shall also be responsible for providing for the permanent improvements proposed to replace the existing improvements in accordance with the approved building and construction permits issued by the City. The extent of these improvements and associated demolition will be determined during the construction document approval process.

### **4.2 Demolition By Phase**

The Developer will be responsible for demolition of existing buildings and infrastructure within the footprint of a phase prior to construction of the phase. Additional demolition for each phase may be required to allow construction of the improvements necessary to support a building or infrastructure phase. The conceptual limits of the existing infrastructure to be demolished as well as conceptual layouts of the permanent and/or temporary infrastructure systems for each Block will be provided as part of the construction document submittals for that Block or Phase. Repairs and/or replacement of the existing facilities necessary to serve the Block will be designed and constructed by the Developer.

### **4.3 Environmental Remediation**

Any asbestos, lead, or similar materials encountered during building demolition will be handled and removed using appropriate abatement methods by trained personnel according to applicable regulatory agency requirements.

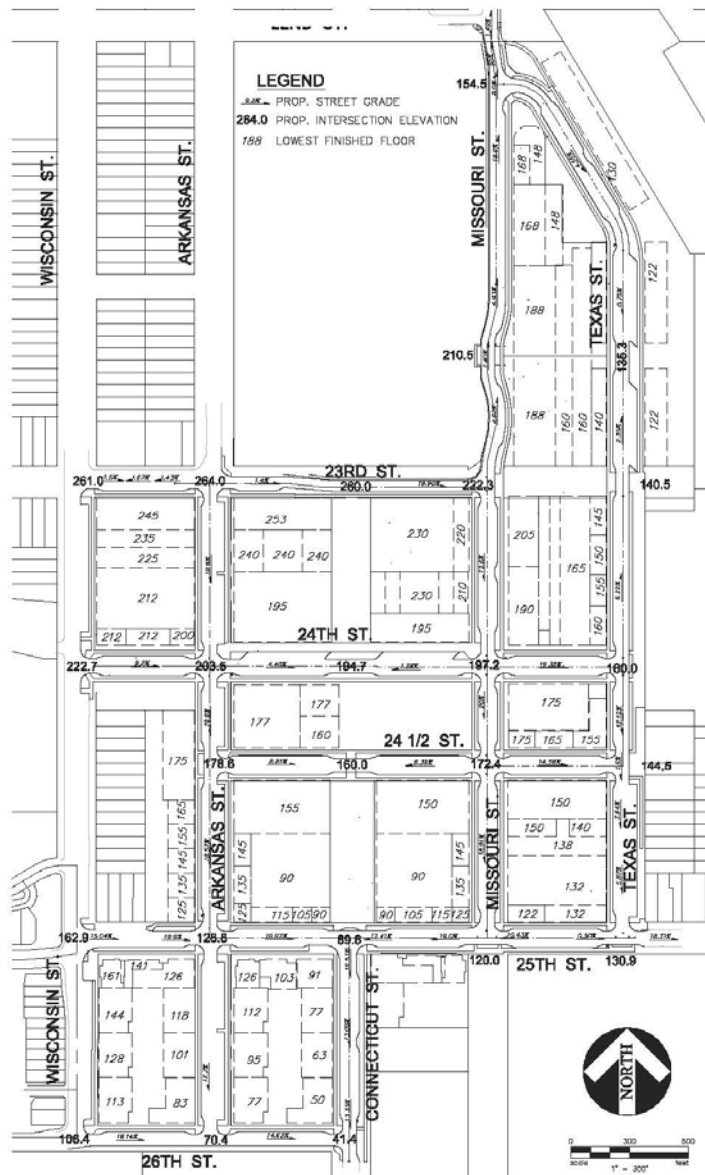


Figure 5.1 Conceptual Grading Plan

## 5. SITE GRADING

### 5.1 Existing Site Conditions

The existing grade within the Potrero Hope SF Master Plan Site slopes steeply downward from north to south. At the western edge, the site is bounded by and conforms to the existing grades along Wisconsin Street and some existing residences. To the east, the northern area is elevated above the existing Sherman Little property and the Food Bank while the southeastern edge is at grade along Texas Street. The ground elevations range from approximately 40 (SF Datum) in the southern portion of the site at the intersection of Connecticut and 26<sup>th</sup> Street to approximately 264 (SF Datum) near the intersection of 23<sup>rd</sup> and Arkansas.

### 5.2 Project Grading Requirements

#### 5.2.2 Consolidation Settlement

Appropriate measures such as soil and foundation improvements will be constructed by the Developer to minimize differential settlement across the building parcels. To mitigate areas where differential settlement is anticipated, grading and building designs will incorporate measures to ensure that continuous accessible paths of travel are maintained where building access points and private passageways interface with the public right-of-way. Measures, such as hinge slabs, gangways and other adjustable surfaces, will be designed to accommodate the maximum anticipated long-term consolidation differential settlement.

### 5.3 Site Grading Designs

The Developer will be responsible for the design and construction of the proposed grading plan for the Potrero Hope SF Master Plan Site. 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 sidewalks where feasible, a new street grid will be established on the site. Due to the steepness of the site, it is difficult to achieve the grades required to meet ADA requirements. The project will be designed such that the core of the project along 24<sup>th</sup> Street will have grades less than 5% and buildings that serve the entire community will be concentrated here. Throughout the site, grades less than 5 percent are provided as a first priority item, where feasible. As required due to site constraints, public access areas with slopes exceeding 5 percent but less than 8.33 percent will include handrails per Code requirements. The conceptual grading plan for the Potrero Hope SF Master Plan Site is included in Figure 6.1.

#### 5.3.1 Proposed Site Grading at Conforms

Conceptual grading designs generally conform to the existing grades along the northern interface with the Potrero Hill Recreation center and the existing grades along Wisconsin Street at the western edge of the project. At the southern boundary of the project, 26<sup>th</sup> Street will be re-constructed to provide for the intersection with the extension of Arkansas Street. The eastern edge of the property will be graded to meet the grades near the existing top of slope. A retaining wall may be necessary to support community gardens along the central portion of the east side of Texas Street.



As more detailed designs are developed during the Grading and Overland Release Master Plan and construction document review processes of the project, the grading at conforms may require adjustment and refinement based on future coordination with the SFDPW.

#### 5.3.2 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 HGL is contained within the top of curb elevations on opposite sides of a street throughout each phase of the development.

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 street and private alleys will be set at a maximum of 5 percent to provide ADA accessible pathways of travel without requiring handrails. Outside of the street sidewalks, where accessible pathway slopes range between 5 percent and 8.33 percent, code-compliant ramps will be designed.

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. Review and approval of the overland release solution will occur during the master plan approval process described in Section 13. Construction of the overland release solution at this location will be the Developer's responsibility with ownership and maintenance responsibilities borne by the SFPUC or another City agency, unless negotiated otherwise as part of the master plan approval process.

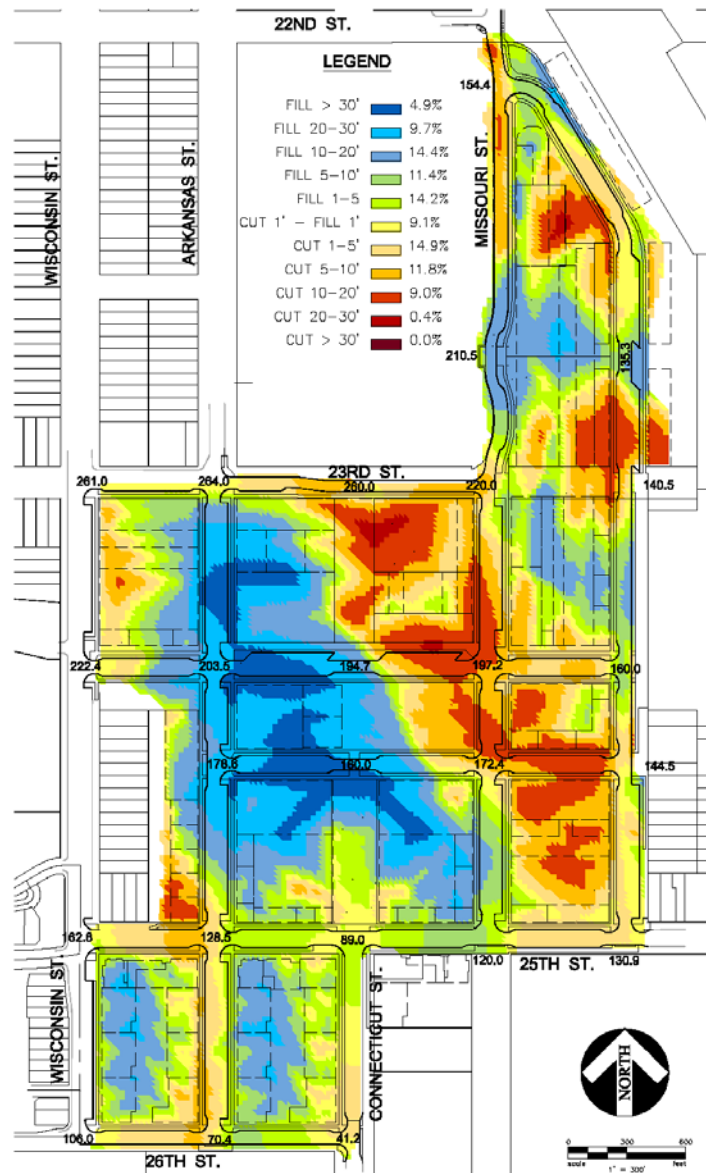


Figure 5.2 Site Earthwork Cut Fill Analysis

#### **5.4 Proposed Site Earthwork**

It is anticipated that the site earthwork will result in a net import of soil. Since preliminary design activities are still on-going, the earthwork quantities will be determined at later stages of the design. Earthwork activities for the project will comply with the state construction General Permit. To support future grading activities, a Storm Water Pollution Prevention Plan/Erosion and Sediment Control Plan will be submitted in parallel with future grading permits. The Developer will perform grading in conjunction with site remediation efforts.

#### **5.5 Phases of Grading Activities and Approvals**

The proposed rough grading will be completed in phases larger than the Blocks of the project, due to the large volumes of cut and fill necessary to achieve the street grid. The three primary phases of rough grading will be the southern (south of 25<sup>th</sup> Street), the northern (north of 23<sup>rd</sup> Street) and the central (the project area between 23<sup>rd</sup> and 25<sup>th</sup> Streets). Additionally, there may be smaller fine grading phases that would include the amount of grading that will be the minimum necessary for an individual Block. 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 rough grading phase. Impacts to improvements installed with previous phases of development due to the designs of the new Block will be the responsibility of the Developer and addressed prior to approval of the construction drawings for the new Block.

A Grading and Overland Release Master Plan and a Combined Sewer Master Plan will be submitted to the SFPUC and SFPDW for review and approval as outlined in Section 13. Comments provided by City and its agencies on the Master Plans will be incorporated into the construction document submittals for review and approval by the City and its agencies.

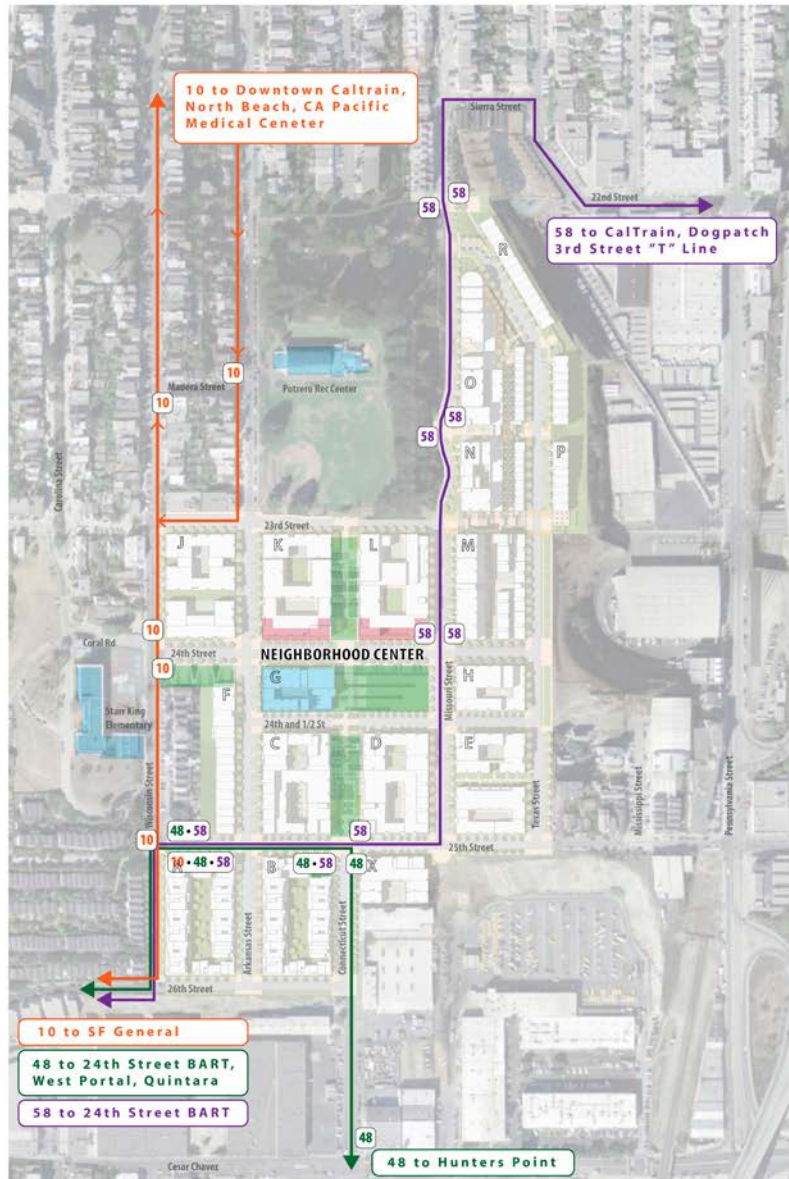


Figure 6.1 Public Transportation System Diagram

## 6. STREET AND TRANSPORTATION DESIGNS

The development of the Potrero Hope SF Master Plan is designed to connect and integrate the site with the rest of Potrero Hill. The alignments of existing streets adjacent to the site will be extended into and through the project area. The existing street network with Connecticut and Dakota Streets running up valley and ridge will be reconfigured to allow for through streets and create a relatively flat area along 24<sup>th</sup> Street between Arkansas and Missouri Streets. The new 24<sup>th</sup> Street will become the neighborhood center for the new development with small-scale neighborhood retail, community facilities and services, senior housing, and new gathering spaces including the Connecticut Stair, a retail plaza, and a central park. Additional descriptions of the streetscape are in the *Potrero Hope SF Design Standards and Guidelines*.

### 6.1 Public Transportation System

The Potrero Hope SF site currently has three MUNI bus lines running through it, the 10, 19 and 48. The 22<sup>nd</sup> Street Cal Train station is approximately ½ mile from the center of the site. The SFMTA's Transit Effectiveness Project (TEP) will be implemented during the design/construction phase of this project. After the TEP, the 10, 48, and 58 bus lines will run through the site. The design team has worked with the SFMTA to locate the bus routes and stop locations.



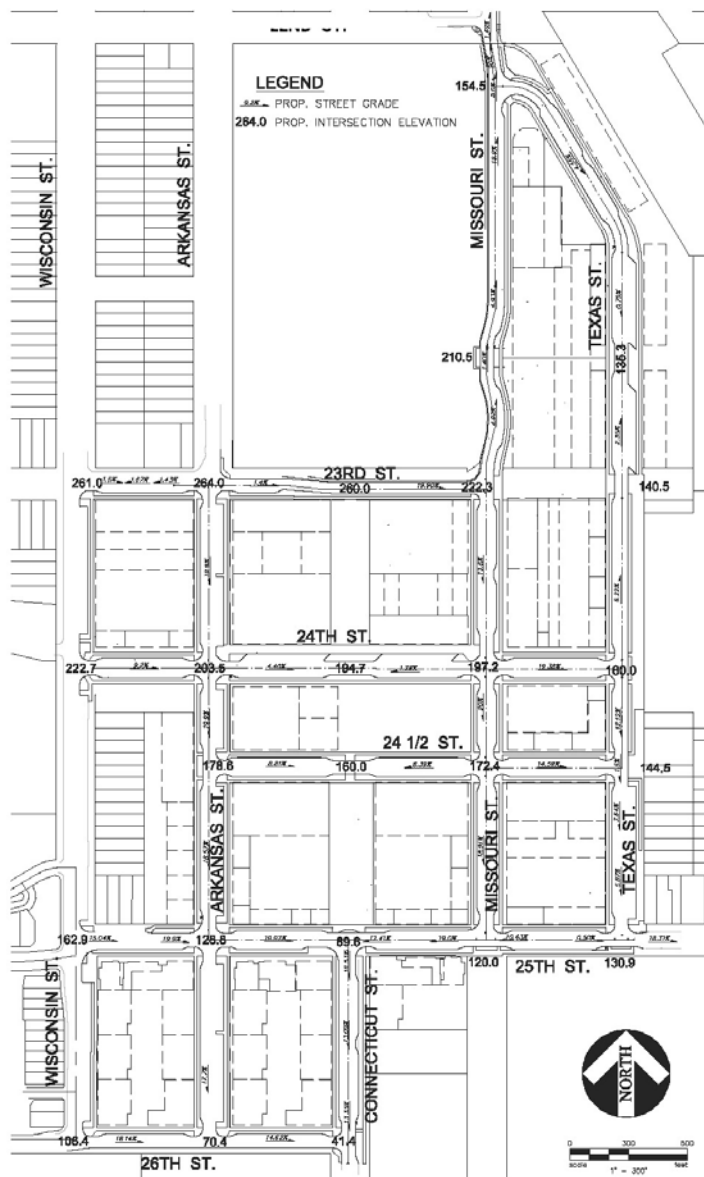


Figure 6.2 Conceptual Site Plan and Street Layout

## 6.2 Public Street System

The Developer will be responsible for the design and construction of the public streets.

Improvements will generally include the following:

- Pavement section
- Concrete curbs and gutters
- Concrete sidewalk and curb ramps
- Traffic control signs and striping
- Traffic signals
- Street lighting
- Street landscaping and trees
- Stormwater management facilities (may include such methods as landscape strips, permeable pavements, and small bio-retention planters or swales)
- Street furnishings (includes, but are not limited to, benches, trash cans, bike support facilities and pedestrian scale lighting)
- Accessible on-street passenger loading zones with adjacent street level passenger loading aisles and curb ramps.
- Accessible on-street parking spaces with adjacent curb ramps.

### 6.2.1 Public Street Layout and Parcelization

A grid system of streets has been established in the project site that connects with the existing grid in the surrounding neighborhood. Within the grid, individual blocks have been given letter designations to facilitate planning and design coordination as shown on Figure 6.6. 24.5<sup>th</sup> Street is a temporary street name for planning use with a final street name to be selected in the future. The proposed public street network for the Potrero Hope SF Master Plan Site is shown on Figure 6.2. Typical cross sections for these streets are based on those shown in the Potrero Hope SF *Design Standards and Guidelines* and included on Figures 6.3 through 6.8.

### 6.2.2 Roadway Dimensions

The dimensions provided in the *Potrero Hope SF Design Standards and Guidelines* consistent with this Master Infrastructure Plan indicate the vehicular, curb-to-curb lane widths. Street dimensions and configurations vary throughout the site. All street sections are located in Figures 6.3-6.10. Operational road widths outlined in this document and the DSG document are maximums and may be reduced during Phase Application pending the approval of all necessary City Agencies including Planning, DPW, SFMTA and SFFD.

Due to the steep topography of the site, there are no proposed official bicycle facilities on the site.

### 6.2.3 Landscape, Sidewalk and Setback Zone Dimensions

The dimensions provided in the *Potrero Hope SF Design Standards and Guidelines* illustrate the sidewalk designs and required setbacks. The typical sidewalk design includes a 6 ft landscape/furnishing zone with a 6 ft sidewalk throughway. Except where noted in the *DSG Document*, the minimum front setback for buildings is 5 feet. The sidewalk is to be designed with a continuous slope that follows the street grade.

Code-compliant accessible curb ramps, including, a 2-foot wide gutter pan for the full width of a crosswalk, will be provided at street corners to provide for pedestrian access across public streets.

### 6.2.4 Retaining Walls Supporting the Street A Public Right-of-way

Portions of Texas Street and the community gardens between the 23<sup>rd</sup> Street right of way and 24<sup>th</sup> Street will be supported by a retaining wall. The existing terrain drops away in this area and the roadway will need to be higher than existing ground in order for the street to be navigable. The wall will be designed and constructed to comply with City and County of San Francisco codes, the CBC, and the design-level geotechnical report. The design will account for vehicular live loads as necessary. Ownership and maintenance of the wall will be controlled by the City in a right of way that extends to the eastern property line. BRIDGE, the maintenance association or a related entity will lease the portion of the right of way behind the curb in order to install and manage community gardens and BBQ/Picnic facilities in this area.

Additionally the northern portion of Missouri Street and 23<sup>rd</sup> Street may require retaining walls to bridge the grade difference between the proposed development and the existing Potrero Hill Recreation Center. These walls will be designed and constructed to comply with City and County of San Francisco codes, the CBC, and the design-level geotechnical report. Ownership and maintenance of the walls will be controlled by the City in a right of way that extends to the existing property line to the west and north.

Retaining walls may be needed on 26<sup>th</sup> and 25<sup>th</sup> Streets to support the Right-of-way associated with tabling the intersections at Arkansas and Missouri Streets. Ownership and maintenance of the walls will be controlled by the City in a right of way that extends to the existing property line to the south.

## 6.3 Streetscape Design Considerations and Elements

### 6.3.1 Traffic Calming

As outlined in the *Potrero Hope SF Design Standards and Guidelines*, the site is designed with a variety of traffic calming measures to improve non-vehicular traffic and safety access. The traffic calming measures included include raised intersections, raised crosswalks, bulb-outs at intersections, back-in and head-in parking stalls with planted islands to reduce the visual width of the streets.

#### 6.3.1.1 Raised Intersections and Raised Crosswalks

To accent the pedestrian stairs and passageways along the Connecticut Street Stair and the 23<sup>rd</sup> Street Stairs raised intersections/crosswalks are proposed on 24<sup>th</sup> Street, 24.5 Street and where 23<sup>rd</sup> Street Stair meets Texas Street. At these locations the street pavement areas will be raised approximately 6

inches to be at or near to the curb heights adjacent to the intersection and crosswalks. If accessibility guidelines and overland release requirements cannot be met at the raised intersection, the project will review options for incorporating an at-grade crossing with accessible curb ramps at these locations.

The intersection of Connecticut and 25<sup>th</sup> Streets is seen as an important gateway to the project and a special condition to slow traffic and provide for enhanced pedestrian facilities. Due to the bus stops and street geometries at this location, the intersection is proposed to be decorated with special paving or stamped concrete to signify the importance of the intersection. 6-inch curbs will be maintained.

The design for these intersections and crosswalks will be coordinated with and are subject to the approval of the SFPUC, SFPDW, the SFMTA, and the San Francisco Fire Department (SFFD). All paving will conform to DPW standards and be maintained by DPW as part of the public ROW.

#### *6.3.1.2 Bulb-outs and Curb Extensions*

The majority of all intersections are designed with bulb-outs with the exception of streets that require MUNI buses to make right-hand turns. The bulb-outs at intersections are designed with a 24 ft minimum curb-to-curb dimension and curb radii to meet SFFD and SFMTA turning radius requirements. Midblock bulbouts are designed with a 22 ft minimum curb-to-curb dimension. Bulb-outs will be designed in accordance with the horizontal separation distance requirements for subsurface utilities such as pipes, sewers, etc. as identified in the CCSF Subdivision Regulations.

The final design for the bulb-outs will be coordinated with the SF Planning, SFMTA, SFPDW, SFMTA, and the SFFD. Bulb-out improvements will be constructed if the designs can meet the SFPDW and SFPUC requirements for overland drainage release, utility clearances and accessibility for persons with disabilities.

#### *6.3.1.3 Head-in Parking Stalls*

Head-in parking stalls are proposed on the east side of Wisconsin, Arkansas, and Texas Streets. Head-in parking is typical along the north/south streets on Potrero Hill due to the steep streets and wide public ROW's. The proposed design uses this street typology throughout the project. The typical head-in space is designed with a 16 ft deep parking space with a planned 2 ft overhang into the landscape/furnishing zone. At regular intervals, planting islands will be located between parking stalls to provide for additional street trees that will visually reduce the width of the street. Gutters will be located adjacent to the through lanes. To accommodate the head-in stalls, the through lanes are designed with a minimum width of 11 ft 6 inches. The final design of the head-in parking stalls will be coordinated with the SFMTA and SFPDW.

#### *6.3.1.4 Back-in Parking Stalls*

Back-in parking stalls are proposed along the mixed-use portion of 24<sup>th</sup> Street between Arkansas and Missouri streets and along the northern section Texas Street. The back-in parking along Texas Street is designed with a 16 ft deep parking stalls and 11 ft 6 in. through lanes. Along 24<sup>th</sup> Street the parking stalls are designed at 17 feet deep to provide easier access in and out of the spaces due to the higher turnover rate adjacent to the retail and community services.

### 6.3.2 Fire Department and MUNI Access

Based on meetings with the SFFD, intersection radii, street widths, building setbacks and right-of-way layouts have been designed to accommodate operational access and fire truck and engine turning movements as documented in Figures 6.13 and Appendix A. The WB-40 design vehicle was used for all intersections. Turning radii for MUNI routes were vetted and approved by SFMTA.

Approach and departure from intersections will be designed with a 30' vertical curve in accordance with vehicle clearance diagrams and drawings reviewed by SFFD and SFMTA. See vertical clearance diagrams in Appendix C. Adequacy of clearances will be verified following construction of PHASE 1 (Connecticut Street between 26th and 25th Streets and 25th Street between Connecticut and Texas Streets).

### 6.3.3 Street Pavement Sections

The structural pavements cross-section for the vehicular travel lanes on all new public roadways will comply with the requirements of the San Francisco Subdivision Code. Vehicular travel way structural cross sections will typically consist of 8-inches of Portland Cement Concrete and a 2-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. Any surface traversed by fire department vehicles shall be designed to support a minimum vehicle weight of 70,000 lbs. and 50 p.s.i. point of pressure and shall be an all-weather driving surface. Streets steeper than 17% will not have an asphalt concrete wearing surface per the 2015 Subdivision Regulations.

Painted concrete, special striping or other special decorative treatment, meeting accessibility requirements as determined by the SFDPW, may be used at raised crosswalk and intersection locations in conformance with the *Design Standards and Guidelines*. Final special pavement designs are subject to the approval of the SFDPW during the construction document phase of the project and shall be designed to the AASHTO rigid pavements design method using a 40-year design life.

The use of alternative pavements in the public right-of-ways described above or other alternative pavement sections, such as asphalt concrete wearing surface over Class 2 aggregate base, porous paving, and decorative pavement (patterned concrete, patterned asphalt, paving stones, etc.) are subject to review and approval by the SFDPW and SFPUC. The project maintenance association will be responsible for maintenance and restoration of the pavement markings within areas with special striping or decorative treatments.

### 6.3.4 Proposed Street Lights

The Developer will design, layout and install the proposed project street lights. Street lighting shall comply with City of San Francisco standards for photometrics and acceptable fixtures. City standard street lights will be used. A park Pole Light will be used throughout the proposed public parks. Building mounted lights are recommended where buildings flank the pedestrian alleys or paths. The street and pedestrian light poles and fixtures shall comply with the SFPUC's "Guide to San Francisco, Street Lights," and the final pole and fixture selection shall be approved by the SFPUC. As necessary, temporary park pole light standards will illuminate any sidewalks or temporary pathways that are constructed to provide pedestrian access before the adjacent buildings are complete and building mounted lights are



operational. The electrical service for the street lights will be located within the joint trench (refer to Section 14).

The 60% and 95% street light construction documents and specifications will be submitted to the SFPUC for review, comment and approval prior to construction. Streetlights located on privately-owned (but publicly accessible) pedestrian streets will be maintained by the private property owners.

#### **6.4 Off-site Traffic Signalization**

Off-site traffic signalization shall be provided as described in the Mitigation and Monitoring and Reporting Program approved as part of the Project's Environmental Impact Report.

#### **6.5 On-site Traffic Control**

Traffic calming and stop-controlled intersections, rather than signalization, are the primary strategy for on-site traffic control. Stop signs will be added at most of the intersections, with final locations to be coordinated with the City and based on a traffic sight distance requirements and project phasing. Additional descriptions of the streetscape traffic control elements are included in the Open Space and Streetscape Master Plan. If implemented, stop signs on city streets will require legislation from SFMTA Board and traffic calming may also require SFMTA Board and/or public hearing.

#### **6.6 Acceptance and Maintenance of Street Improvements**

Upon acceptance of the new and/or improved public streets by the SFPDW, responsibility for the operation and maintenance of the roadway, streetscape elements, and retaining walls will be designated as defined in the various City of San Francisco Municipal Codes. Acceptance of water, power, and wastewater utility infrastructure within street improvements shall be subject to SFPUC approval. Proposed water, power, and combined sewer infrastructure shall be designed to facilitate future access for maintenance. Conflicts between proposed public water, power, and combined sewer infrastructure and the surface improvements proposed as part of the project, including but not limited to dedicated transportation routes, trees, bulb-outs, traffic circles and medians, shall be minimized in the design of the infrastructure and surface improvements. The SFPUC will review all proposals for surface improvements above proposed public water, power, and combined sewer infrastructure on a case-by-case basis to ensure that future access for maintenance is preserved. Street improvements installed to meet the SFPUC stormwater management requirements will be maintained by the private property owners or their Assignees.

#### **6.8 Phasing of New Roadway Construction**

The Developer shall indicate the phase limits upon submittal of each Phase Application, as further defined in the DA. Phase Applications will include a brief description of the infrastructure required including new roadway system and traffic control improvements to serve the proposed development phase. 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. Phasing of off-site improvements will be based on cumulative development thresholds identified by the project

traffic consultant and/or the SFMTA coincident with the Phase applications, construction documents or as stated in the DA. 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. Such paths of travel will connect to the existing neighborhood sidewalks and hence to the public transit stations and bus stops thereon.

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 Block.

### **6.9 SFMTA Infrastructure**

Where required, the following list of infrastructure items includes items to be owned, operated and maintained by the SFMTA within public rights-of-way:

- Security monitors and cameras
- Signals and Signal Interconnects, including Muni Bus Prioritization signals
- TPS signal preempt detectors
- Conduit containing TPS signal cables
- Shelters
- Paint - poles and asphalt delineating coach stops
- Asphalt painting for transit lanes
- Departure prediction ("NextBus") monitors and related communications equipment
- Bicycle racks
- Crosswalk striping, except for areas with a raised intersection/crosswalk or with painted concrete special striping or other special decorative treatment
- Bike lane and facility striping
- APS/Pedestrian crossing signals
- Street Signs

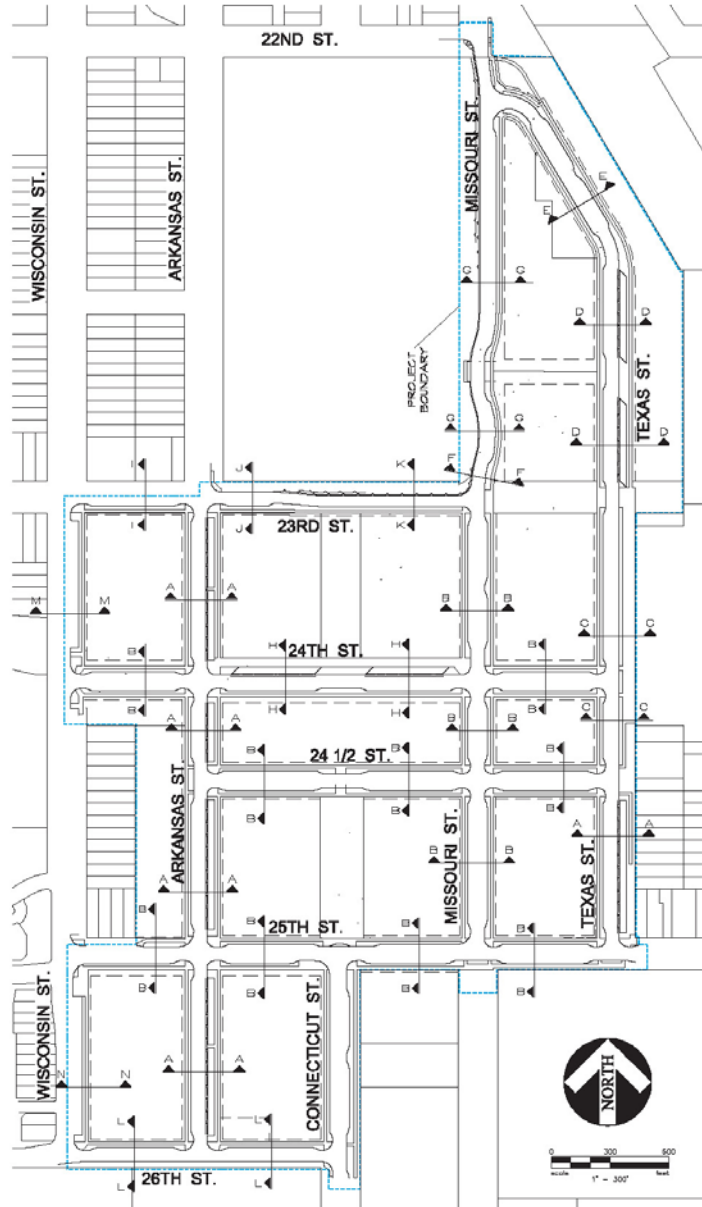


Figure 6.3 Plan View and Cross Section Locations

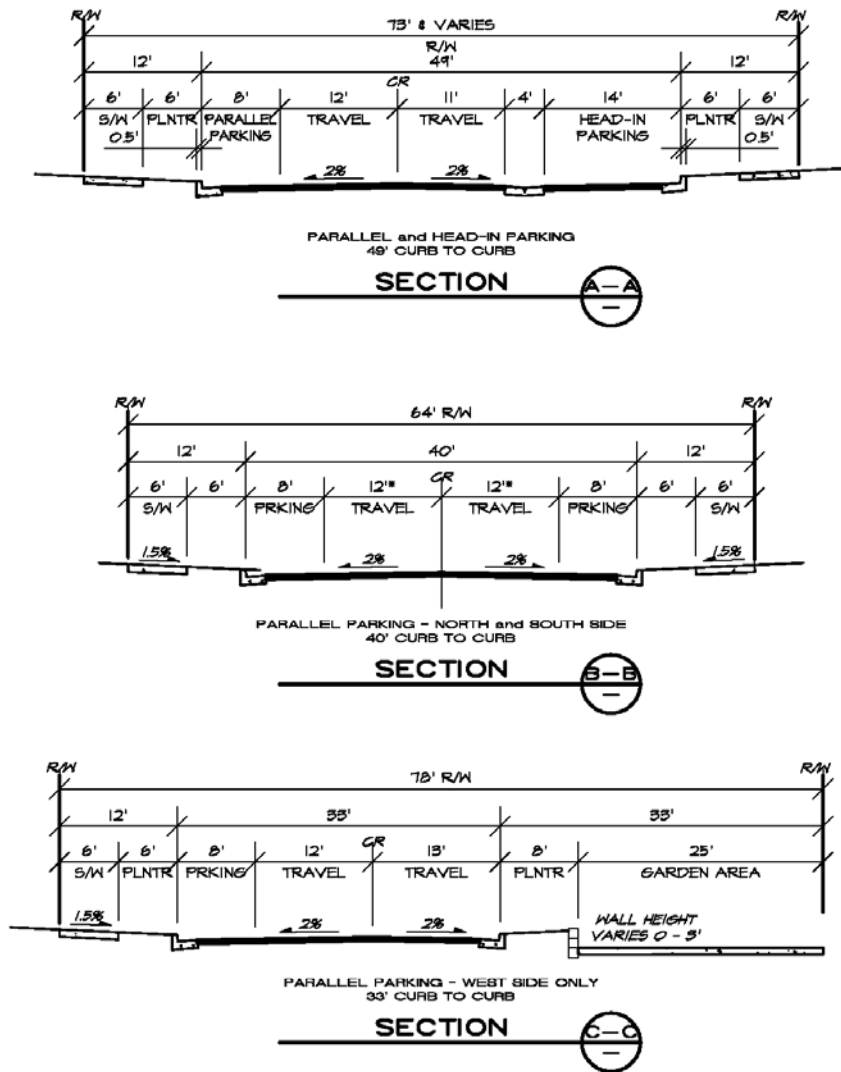
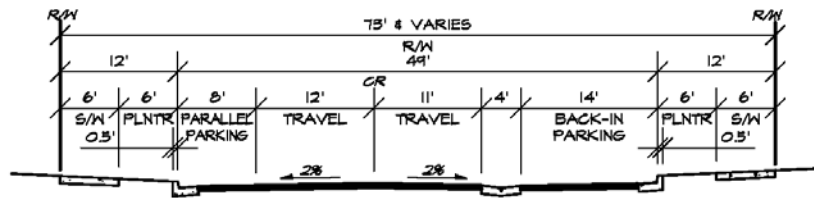
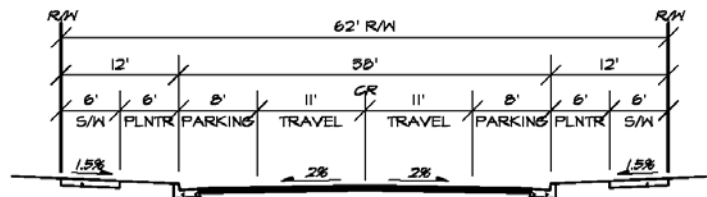


Figure 6.4 –Typical Street Cross Sections A-C



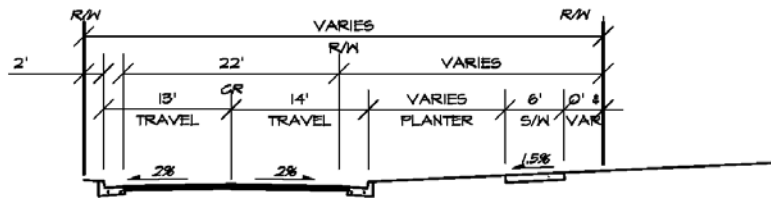
PARALLEL and BACK-IN PARKING  
49' CURB TO CURB

SECTION



PARALLEL PARKING - EAST and WEST SIDE  
38' CURB TO CURB

SECTION



NO PARKING  
27' CURB TO CURB

SECTION



Figure 6.5 –Typical Street Cross Sections D-F



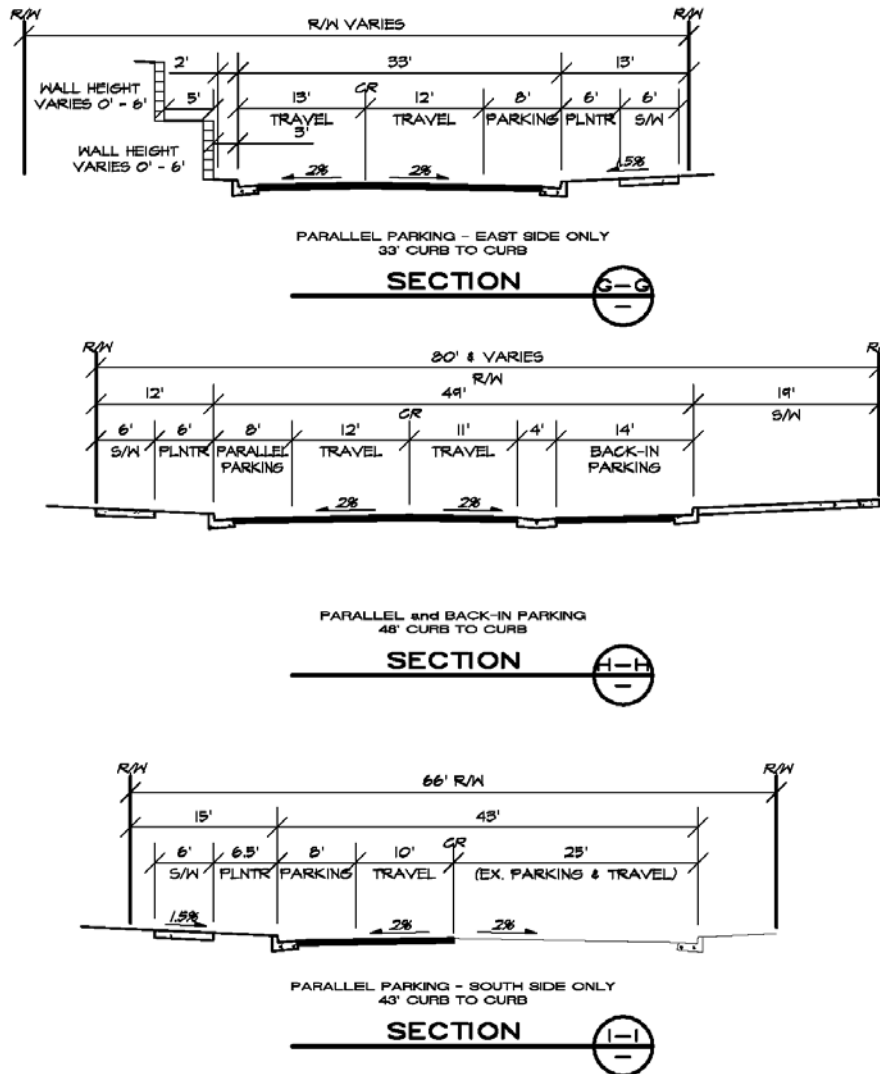
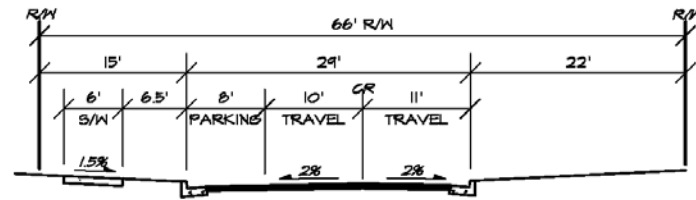
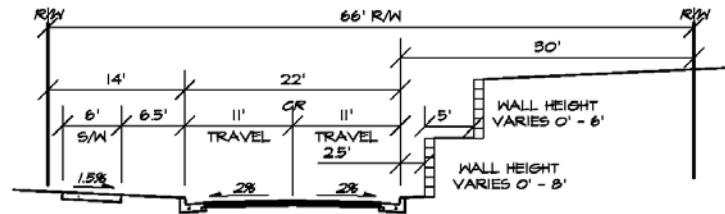


Figure 6.6 –Typical Street Cross Sections G-I



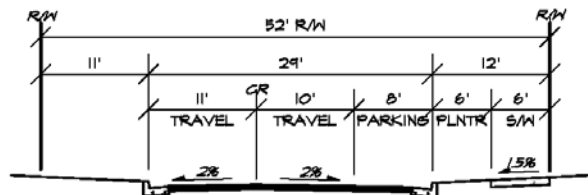
PARALLEL PARKING - SOUTH SIDE ONLY  
29' CURB TO CURB

SECTION



NO PARKING  
22' CURB TO CURB

SECTION



PARALLEL PARKING - NORTH SIDE ONLY  
29' CURB TO CURB

SECTION



Figure 6.7 –Typical Street Cross Sections J-L

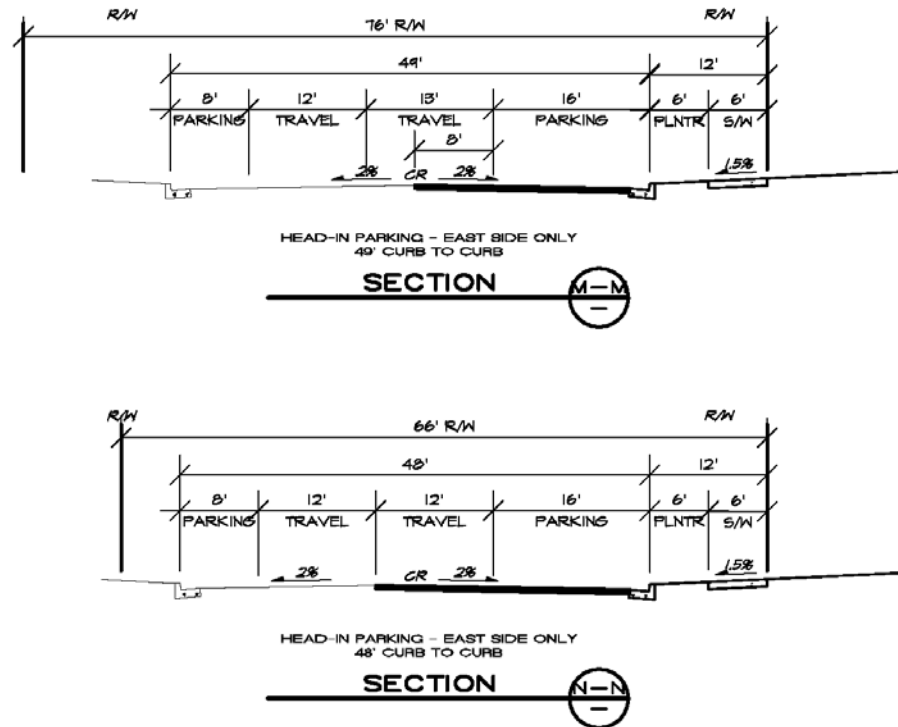


Figure 6.8 –Typical Street Cross Sections M-Blue-outs

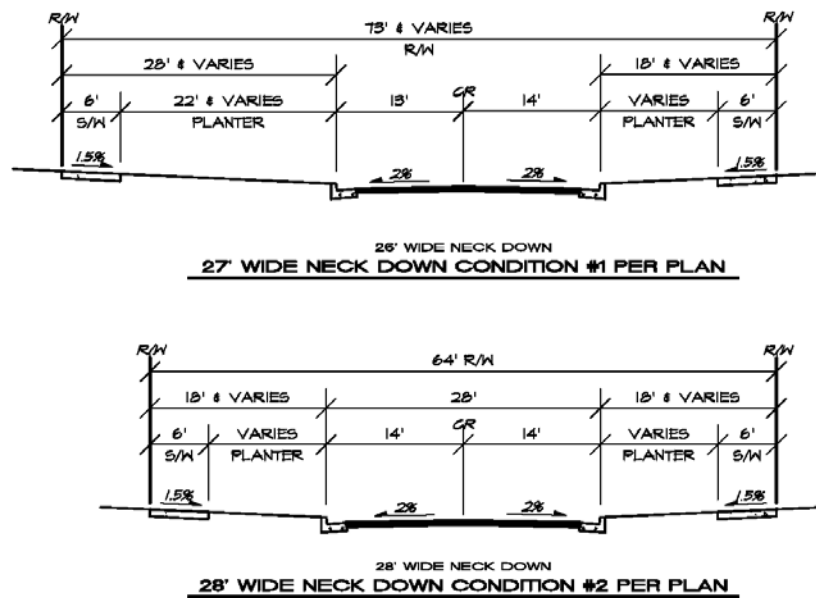


Figure 6.9 Typical Bulb-Out Neck Down Condition

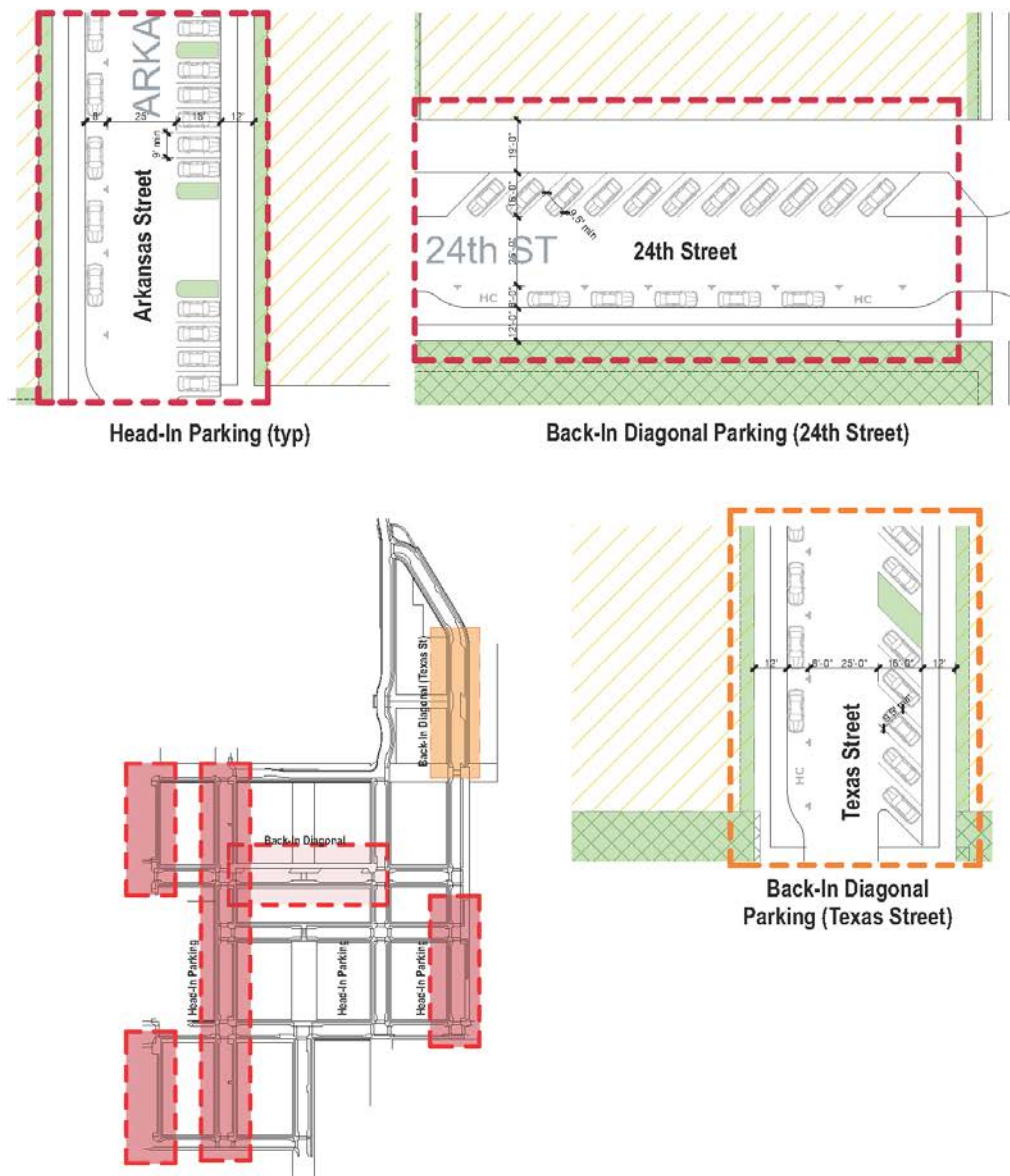


Figure 6.10 Typical Head-In and Back-in Parking Details and Location Map



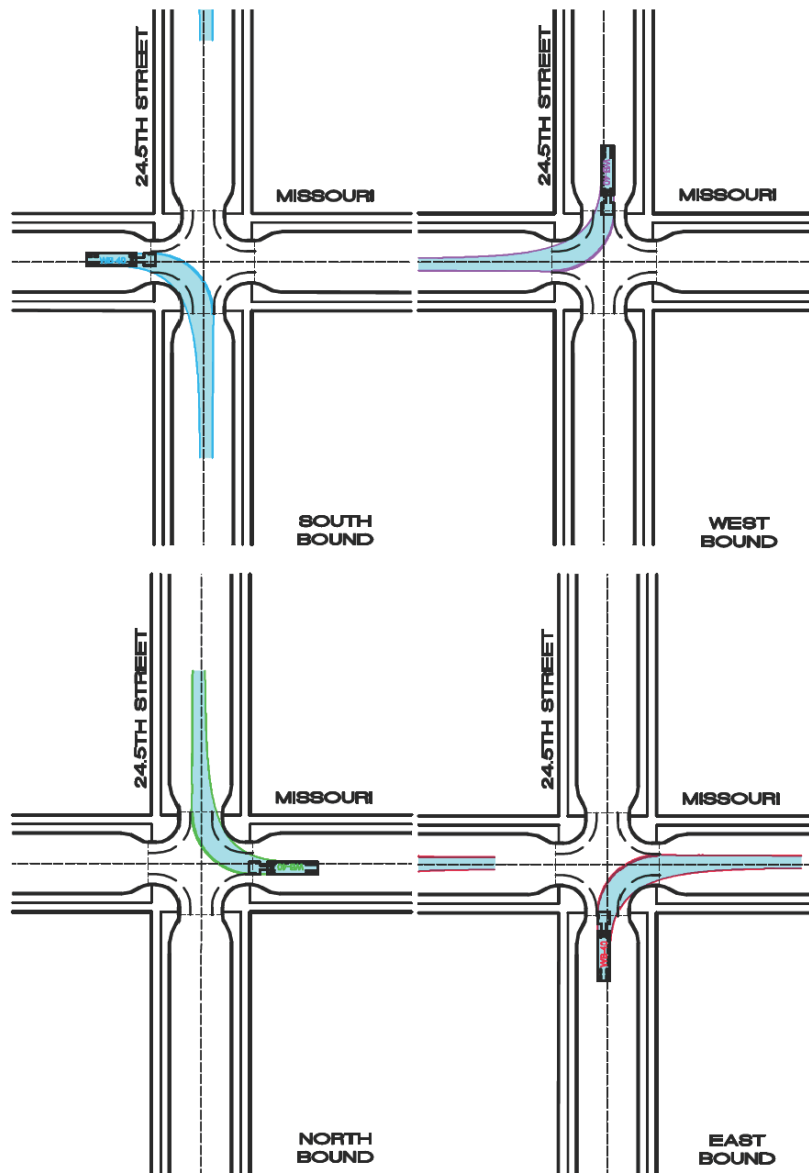


Figure 6.11 Typical Intersection Detail with Fire Truck Turning WB-40  
Turning templates for intersections provided in the Appendix A

## 7. OPEN SPACE AND PARKS

### 7.1 Proposed Parks and Open Spaces

The open space concept builds off of the street network, urban design and circulation concepts to locate a variety of open space types throughout the project site and create new connections to the existing open spaces in the neighborhood. The location of each park, conceptual design, and detailed descriptions are provided in the *Potrero Hope SF Design Standards and Guidelines*.

Safe, active and inviting public spaces are key to the success of a new neighborhood. The new parks are designed and developed as part of the existing open space network, including Starr King Open Space and Potrero Hill Recreation Center. These new and existing open spaces will be connected by tree lined streets and generous landscape stairs, which in turn link to private stoops, porches, entry courts and courtyards. Together these landscape and streetscape elements constitute a central cross of open spaces along 24th and Connecticut Street that connect the project area to the surrounding neighborhoods.

Smaller parks are located at the intersection of Arkansas and 26th Streets and at the confluence of Texas and Missouri Streets. Additional open spaces are created with generous pedestrian connections throughout the site. Stairs along Connecticut and 23rd Street provide unique open spaces with grand views to the south and east. The cliff edges along 25th and 26th street provide a green edge to the south with small gathering areas to rest and enjoy the view. Along Texas Street, a community garden will be located on the east side of the street that will include a bbq and picnic area across from the 23<sup>rd</sup> Street Stair.

These park and infrastructure improvements, including stormwater collection facilities, stormwater management facilities, irrigation systems, and fire hydrants, will be designed and installed per City standards by the Developer. Playground and park designs shall be reviewed and approved by SFDPW prior to permit issuance and shall be inspected for compliance with the approved plans prior to being sanctioned for use.

In addition to the above parks and open spaces, the BRIDGE team intends to work collaboratively with the SFDPW to coordinate improvement plans along the 22<sup>nd</sup> Street ROW between Missouri and Arkansas Street. This connection is a key connection that provides access to the Potrero Rec Center and connects residents to the west to the 22<sup>nd</sup> Street Caltrain stop, 3<sup>rd</sup> Street MUNI and the Dogpatch. The current ROW has an unsafe and degrading path that should be updated with a safer stair. It is anticipated that the cost of the design, installation, and maintenance of any improvements would be the responsibility of SFDPW.

### 7.2 Phasing, Operations and Maintenance for Open Space and Parks

The Developer will construct the new parks with the development phases. The following identifies construction triggers that will dictate the completion of the proposed public park improvements:

**Block A/B Mini Park:** Construction will be completed concurrent or prior to development of two of the adjacent Blocks Location of park may be located at 25<sup>th</sup> And Connecticut Street or at 26<sup>th</sup> And Arkansas Streets (Blocks A and B).

**Gateway Open Space:** Construction of the portion of the Gateway Open Space contiguous with Block O will be completed concurrent or prior to completion of the development of block O. Construction of that portion of the Gateway Open Space contiguous with Block R will be completed concurrent or prior to completion of the development of Block.

**Texas Street Edible Garden:** Construction will be completed concurrent with or prior to the completion of either the adjacent Block H or M, whichever is later.

**23<sup>rd</sup> Street Stair:** Construction will be completed concurrent with or prior to the completion of the two of the adjacent Blocks (Blocks N and M, whichever is later.

**Connecticut Park Terrace (24.5 to 25<sup>th</sup>):** Construction will be completed concurrent with or prior to completion of the adjacent Block C or D, whichever is later.

**Connecticut Park Terrace (23<sup>rd</sup> to 24<sup>th</sup>):** Construction will be completed concurrent with or prior to completion of the adjacent Block K or L, whichever is later.

**24<sup>th</sup> Street Central Park:** Construction will be completed concurrent with or prior to completion of the adjacent block G or H, whichever is later.

**24<sup>th</sup> Street Squiggle Park:** Construction will be completed concurrent with or prior to completion of the adjacent block G.

The maintenance of improvements within the parks, including stormwater management facilities within the park, will be funded wholly or in part through private sources, as described in the DA.



Figure 7.1 Open Space, Parks and Stairs Diagram  
 (mini park may be located at illustrated location or 25<sup>th</sup> and Connecticut Street)

## 8. Water Systems

### 8.1 Existing Low Pressure Water System

Water service will be provided by a water supply, storage, and distribution system operated by the SFPUC. The system will be used for domestic water supply and low-pressure fire hydrants. The existing low-pressure water system surrounds and crosses the site in all of the existing streets, with major lines in 26<sup>th</sup> and Wisconsin Streets.

### 8.2 Proposed Low Pressure Water System

#### 8.2.1 Project Water Demands

From the project EIR, the project water demands stated as total required flow rate are identified in the Table 8.1 below. Without knowing the size and construction type, the fire flow number assumes a worst case of 8000 gpm, but with 50% reduction for sprinklered buildings per the Fire Code. The irrigation demand assumes that the annual demand will occur in a 5 month period with all of the watering occurring in a 3 hour window. A Potable Water Master Plan that outlines the Project's methods used for calculating the flow demands will be submitted to the SFPUC for review and approval in accordance with Sec. 13 Utility Master Plans.

#### 8.2.2 Project Water Supply

As included in the project EIR, the SFPUC has determined that there are adequate water supplies to meet the Project's water demands through 2035. The SFPUC passed Resolution 13-0110 approving the Water Supply Assessment for the Potrero HOPE SF Master Plan on July 9, 2013.

#### 8.2.3 Project Water Distribution System

The low-pressure water system will be designed and constructed by the Developer, then owned and operated by the SFPUC upon construction completion and improvement acceptance by the SFPUC. The proposed low-pressure water system is identified schematically on Figure 8.1. This 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 an EPANET hydraulic model analysis using appropriate design criteria reasonably established by the City. The potable water infrastructure will be located within the public street pavement such that the outside wall of a water or combined sewer 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. The project water system will be modeled by the SFPUC during the Potable Water Master Plan review process to determine on-site system infrastructure requirements. After the Potable Water Master Plan approval process is substantially complete, final water system infrastructure designs for improvements within the new project streets will be submitted to the SFPUC for approval as part of the construction document plan set.

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.



See Typical Street Utility (Figure 8.2) for depth and relationship to other utilities. Required disinfection and connections to new mains will be performed by the SFPUC

#### **8.2.4 Proposed Fire Hydrant Locations**

As shown on Exhibit 8.3, proposed on-site and off-site fire hydrants have been 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. Final hydrant locations are subject to the approval of the SFFD, SFPUC, and will be located outside of the curb returns per DPW Order 175,387, where feasible. If fire hydrants are required within the curb returns to meet SFFD requirements, the project will work with the SFPUC and SFPDW to request an exception per Sections VI and VII of DPW Order 175,387.

### **8.3 Off-site Mitigations**

Given the increase in project density, the SFPUC will re-evaluate the project's impacts to its existing system surrounding the site as part of the Utility Master Plans approval process and confirm the required off-site mitigations to serve the redevelopment project. If off-site improvements are required, it is anticipated that the Developer will either design and construct the off-site improvements or pay a fee to the SFPUC to cover the design and construction costs in the future. The off-site improvements will be owned, operated and maintained by the SFPUC after acceptance.

### **8.4 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 Blocks of the Project, per the Phasing Plan in the DA. The amount of the existing system replaced with each Block may be the minimum necessary to serve the Block. The new Block will connect to the existing systems as close to the edge of the Block 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 Block will be designed and constructed by the Developer.

Utility Master Plans will be submitted to the SFPUC and SFPDW for review and approval as outlined in Section 13.

The SFPUC will be responsible for maintenance of existing potable water facilities. The SFPUC will be responsible for the new potable water facilities once construction of the Block or new potable water facility is complete and accepted by the SFPUC. Impacts to improvements installed with previous Blocks of development due to the designs of new Blocks will be the responsibility of the Developer

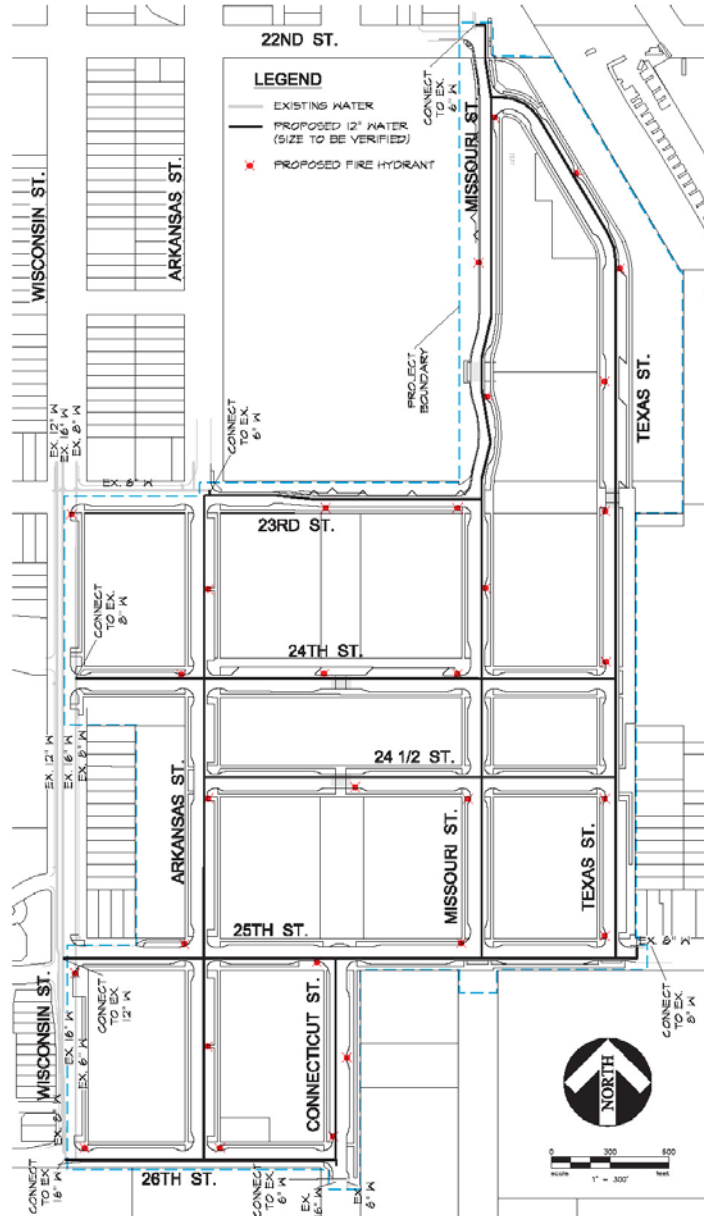


Figure 8.1 Conceptual Potable Water System Map

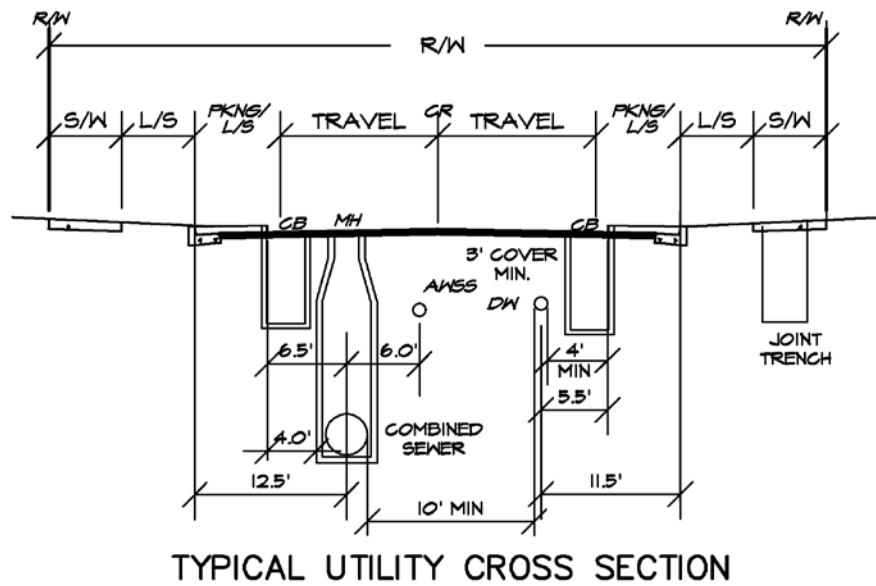
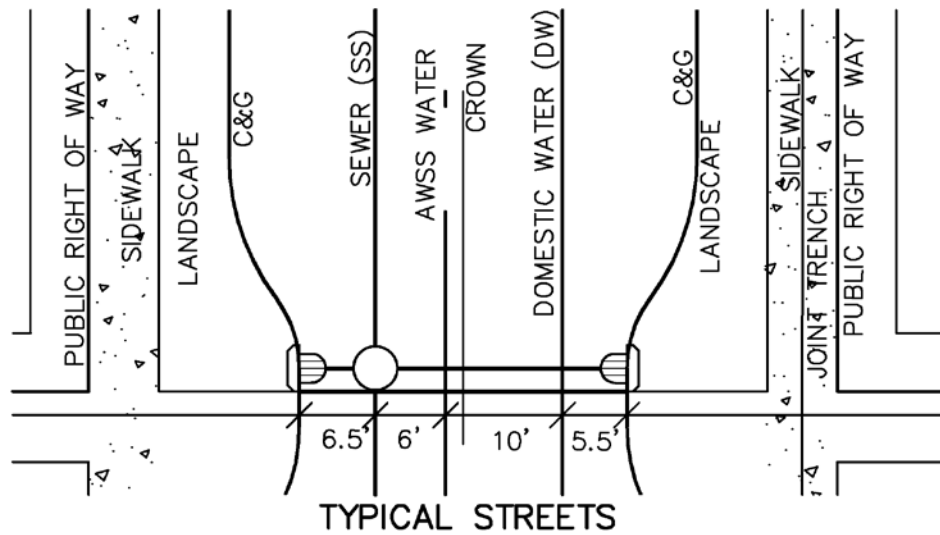


Figure 8.2 Typical Utility Sections within Public Streets

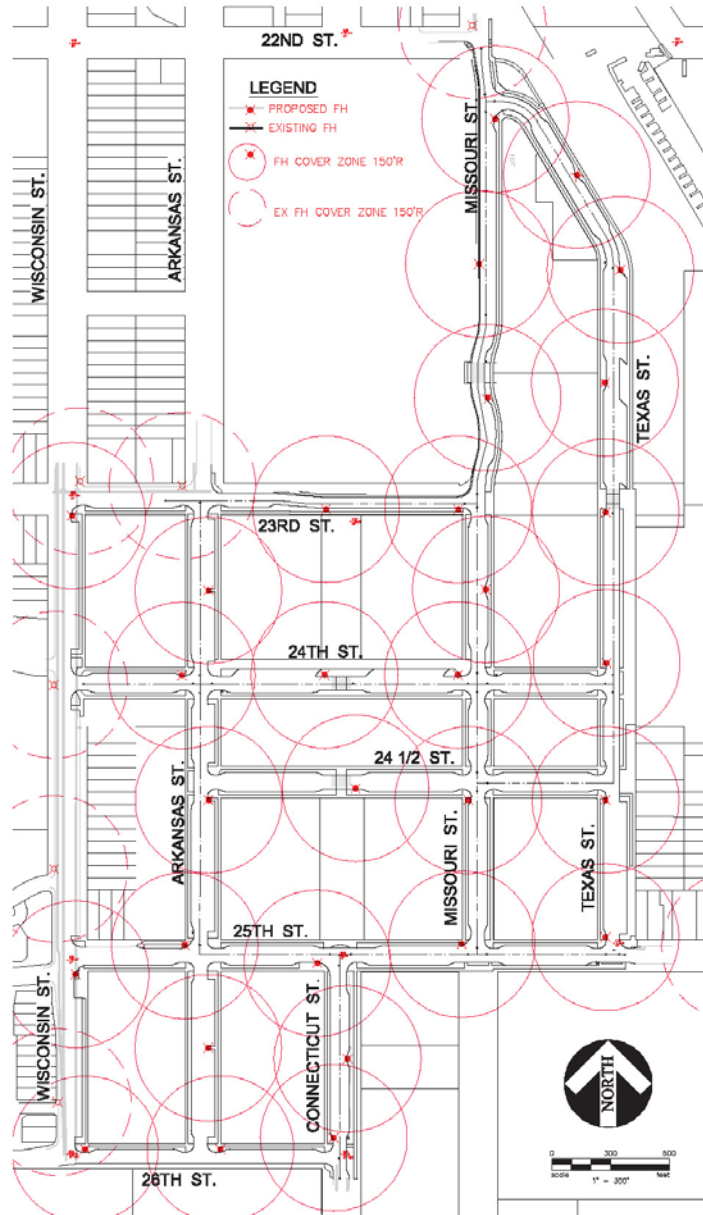


Figure 8.3 Conceptual Fire Hydrant Locations

## 9. COMBINED SEWER SYSTEM

### 9.1 Existing Combined Sewer System

The area of Potrero below 23<sup>rd</sup> street drains in lines ranging from 8" to 15" before exiting the site in an 18" in Connecticut. The existing Potrero Annex area drains in lines range from 12" to 21" before leaving the site to the east in the 23<sup>rd</sup> Street right of way. The exiting lines are smaller (12") because it is so steep it has enough hydraulic capacity. After exiting the site, the combined sewer runs under city streets until it ultimately reaches the treatment plant.

### 9.2 Proposed Combined Sewer System

#### 9.2.1 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) of approximately 247,000 gallons per day (gpd) based on the 260,000 gpd for water in the EIR. A Combined Sewer Master Plan that outlines the Project's methods for calculating the flow demands will be submitted to the SFPUC for review and approval as outlined in Section 13. Applying a peaking factor of 3 to the ADWF, the project is anticipated to generate a Peak Dry Weather Flow (PDWF) of 741,000 gpd. As recommended by the Subdivision Regulations, an Inflow and Infiltration rate (I&I) of 0.003 cubic feet per second (cfs) 1939 gpd) per acre is added to the PDWF to calculate the Peak Wet Weather Flow (PWWF). Including the project I&I of 73,682 gpd, the anticipated PWWF for the project is approximately 814,682 gpd.

#### 9.2.2 Proposed Combined Sewer Capacity

Preliminary hydrology models for the entire site will be developed and provided to the City as part of the Tentative Map approval process to confirm the combined sewer system designs and capacity. An analysis of the impacts of the proposed development demands will be reviewed as part of the Combined Sewer Master Plan review and approval process outlined in Section 13.

#### 9.2.3 Proposed Combined Sewer Design Basis

The proposed combined sewer system will be designed in accordance with the City of San Francisco Subdivision Regulations (2015 Subdivision Regulations) or SFPUC Wastewater Utility Standards, as appropriate. Piping systems will be designed to convey the 5-year storm event inside the combined sewer infrastructure with overland release of the 100- year 90-minute 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 City Subdivision Regulations. Where sewer ejector pumps, diversion line, or interceptors are incorporated into the private development parcel utility system designs they will be owned and maintained by the private parcel owner.



#### 9.2.4 Proposed Combined Sewer Design Criteria

As documented in the Subdivision Regulations or SFPUC wastewater utility standards, as appropriate, proposed 6-inch to 21-inch pipes will be constructed from ASTM C-700 Extra Strength Vitrified Clay Pipe (VCP) with 24-inch to 36-inch pipe constructed from ASTM C-700 Extra Strength VCP. High density polyethylene (HDPE) pipe SDR-17 or better will be used in place of VCP where approved by the Director of Public Works and with the consent of the SFPUC. HDPE pipe requires a different bedding than VCP, the bedding will also need to be approved by SFPUC. HDPE larger than 12-inch shall be mandrel tested.

Proposed city main sewers within the development will be constructed on approved crush rock bedding. The minimum residential and commercial service lateral size is 6 inches and 8 inches, respectively. Laterals will have an air vent and trap. Manhole covers will be solid with manhole spacing set at a maximum distance of 300 to 350 feet and at changes in size, grade or alignment. 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, unless a reduced cover depth of up to 4-feet is approved by the Director of Public Works with the consent of the SFPUC. Pipe slopes will be designed between minimum and maximum values and the 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 ( $d/D = 0.75$ ). Pipes will be sized such that the  $d/D$  will be 0.5 for Average Dry Weather Flows and 0.75 for Peak Wet Weather Flows. 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. 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. Combined sewer mains will be designed such that the maximum designed sanitary flows are less than 10 ft/sec.

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. Where feasible, the combined sewer will be located in the center of the proposed public streets per Subdivision Regulations. As shown in Exhibit 8.2 and as required in many locations within the Project, 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 bulbouts while maintaining the required health code separation clearances. The combined sewer will be located within the public street pavement such that the outside wall is a minimum of 4-foot clear from the face-of-curb, including bulb-outs and a minimum of 5-feet clear from a proposed tree trunk. The outer edge of combined sewer manholes will a minimum of 4' from face of curb. Final approval of the combined sewer location within the street section and variances is subject to SFPUC approval during the Combined Sewer Master Plan and Project construction document review process.

#### 9.2.5 Proposed Sewer and Combined Sewer Collection System

The proposed replacement combined sewer system is identified schematically on Figure 9.1. Flows from existing combined sewers that serve areas beyond the project boundaries will remain combined as they pass through the project. 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 SFPUC. The proposed system will include City standard stormwater drainage inlets and sanitary sewer laterals connected by a system of 12-inch to 36-inch gravity combined sewer mains.

The combined sewer system will connect to the existing combined sewer at three locations – Connecticut Street on the south side of the project, 25<sup>th</sup> Street at the east side of the project and the 23<sup>rd</sup> Street right of way at the east side of the project. See Figure 8.2 for the approximate combined sewer system depth and its relationship to other adjacent utilities.

#### 9.3 Phases for Combined Sewer System Construction

For each phase, the combined sewer system will be designed for the flows generated by that particular phase, and any existing flows or flows from future phases that will flow through the particular phase. Where construction abuts existing lines that are to remain, a condition assessment will be required for the existing pipes before and after construction of the phase. All sewers, manholes, laterals and catch basins shall require testing and videoing prior to date completion. Videoing shall be in NASSCO PACP format.

A Combined Sewer Master Plan will be submitted to the SFPUC for review and approval as outlined in Section 13.

Upon the Developer offering and the City accepting a newly completed public street, the SFPUC will be responsible for the operation and maintenance of the new combined sewer system in the street.

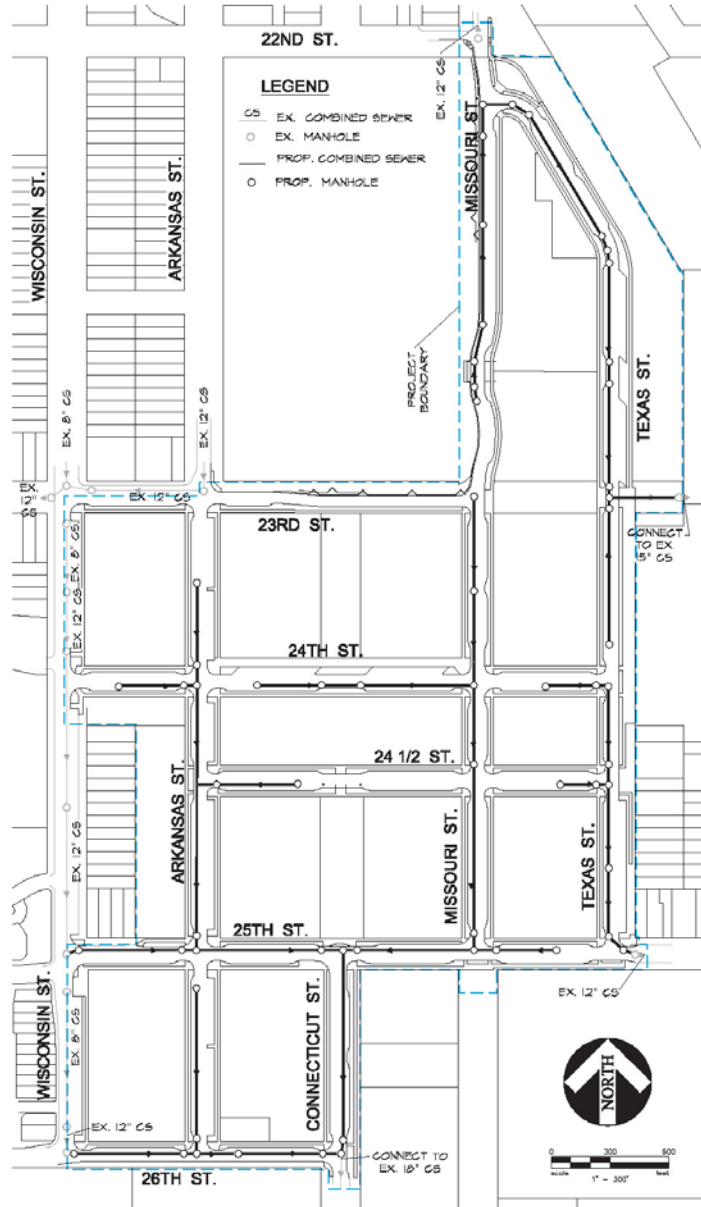


Figure 9.1 Conceptual Combined Sewer System

## 10. AUXILIARY WATER SUPPLY SYSTEM (AWSS)

### 10.1 Existing AWSS infrastructure

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.

### 10.2 AWSS Regulations and Requirements

New developments within the City and County of San Francisco (CCSF) must meet fire suppression objectives that were developed by the SFPUC and SFFD following a major seismic event. The SFPUC and SFFD 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, Citywide objectives for fire suppression following a seismic event, and proximity of new facilities to existing AWSS facilities. AWSS improvements will be located in public right-of-way, on CCSF property, or on private property within a public easement, as approved by SFPUC on a case-by-case basis.

### 10.3 Conceptual AWSS Infrastructure

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 location that is determined to be seismically upgraded by SFPUC;
- Portable water supply system (PWSS), including long reaches of hose and equipment mounted on dedicated trailers or trucks.

For the Potrero HOPE SF development project, a high-pressure water piping and hydrant system will be install by the developer and approved by the SFPUC. It will be the responsibility of the City of San Francisco to connect the new system to the existing AWSS distribution system. Existing AWSS system is located on Cesar Chavez Street at the bottom of Connecticut and on Pennsylvania Street at the bottom of 25<sup>th</sup> Street. Final designs and a phasing plan of the AWSS solution for the project site and/or selection of a PWSS will be determined by the SFPUC and SFFD in consultation with the Developer.

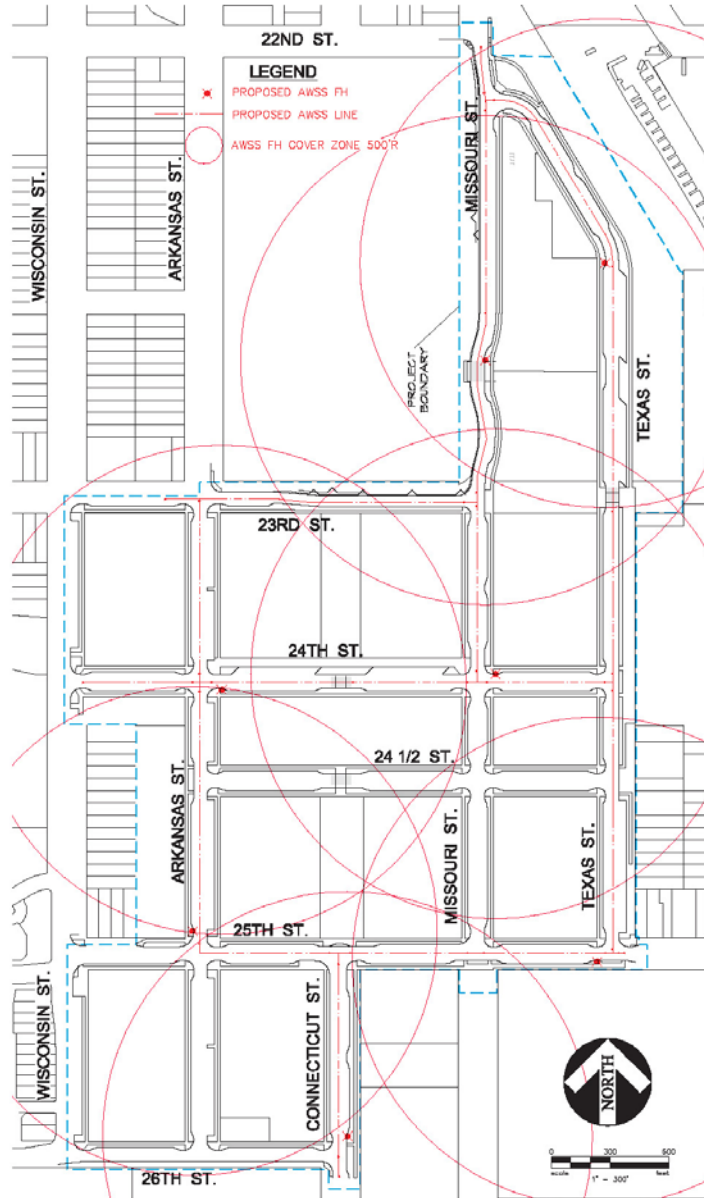


Figure 10.1 AWSS System Diagram



## 11. Storm Water Management

### 11.1 Existing Stormwater Management System

The existing Potrero Terrace and Annex is approximately 50% impervious due to the existing streets, buildings and walkways. Stormwater is collected throughout the site and ultimately the combined sewer leaves the site at 3 locations – Connecticut Street, 25<sup>th</sup> Street to the east, and the 23<sup>rd</sup> Street right of way. The existing site did not include any stormwater management systems to reduce runoff volumes.

### 11.2 Proposed Stormwater Management System

#### 11.2.1 San Francisco Stormwater Design Guidelines

The City of San Francisco SFPUC stormwater management requirements document is the regulatory guidance describing requirements for post-construction stormwater management. The SFPUC stormwater management requirements call for projects in combined sewer areas to follow LEED 6.1 which requires a project to implement a stormwater management plan that prevents the post-development discharge rate and quantity from exceeding the pre-development condition, when the existing site surface is 50% or less impervious. For projects where more than 50% of the existing site surface is impervious, the project is required to implement a stormwater management plan that results in a 25 percent decrease in the total volume and peak flow of stormwater runoff from the 2-year 24-hour design storm.

#### 11.2.2 Baseline Assumptions and Proposed Site Methodology

Per a determination by SFPUC, the development will use design criteria for stormwater management based on the existing site conditions for 50% impervious surfaces for the entire project area, which means that it will maintain the pre-development conditions for discharge rate and quantity. The design criteria will then be applied on a block by block basis, with each block also responsible for the area of the half-width or whole-width of the public street that is adjacent to it. Each block will be responsible for installing and maintaining the stormwater management measures that allow it to meet the overall stormwater performance measure for the block area and associated adjacent public right of way. See figure 11.1 for the block by block drainage management areas. Any BMP developed within and for each phased Block will be maintained by the developer via the requirements of the Stormwater Management Ordinance. Any stormwater BMP proposed to manage public right of way stormwater runoff must be shown in the stormwater management master utility plan. It is currently anticipated that stormwater management methods will not be feasible in the public right of way. It will be the responsibility of the developer of each block to determine if any stormwater management methods are feasible within the public right of way, and, if they are, to develop a maintenance program approved by SFPDW and SFPUC. For common areas between development blocks such as the Connecticut and 23<sup>rd</sup> Street stairways, design, installation and maintenance of the common area stormwater management will be shared by the blocks adjacent to the common areas.

### **11.3 Stormwater Control Plans**

Due to the block-by-block approach to stormwater management, the developer of each block will be required to prepare and implement a Stormwater Control Plan (SCP) for the block which shall include on-site stormwater management facilities sized to manage the block itself and the associated adjacent ROW, or common area. The developer will be required to prepare and implement a SCP that also includes any adjacent public ROW stormwater management facilities shown within the approved Stormwater MUPs. Each SCP will be prepared in compliance with SFPUC stormwater management requirements and the Potrero Stormwater Management Master Plan. The selected modeling methodology will be per the SFPUC Accepted Hydrologic calculation methods. The Stormwater Management Master Plan for the public improvements will be submitted for review and approval as outlined in Section 13. In the event that public right of way development occurs in advance of individual block development, stormwater management for public streets may be deferred until the construction of the adjacent block occurs.

### **11.4 Phases for Stormwater System Construction**

The Developer will design and install the new stormwater management systems to match the Blocks of the project. Permanent stormwater management requirements as outlined in the SFPUC stormwater management requirements will be met at the completion of each Block and/or phase of the Project. If any interim measures are necessary in shared areas between blocks, they would be installed to meet the SFPUC stormwater management requirements until the adjacent block develops and can complete the permanent measures.

At all phases of the development, the Developer must provide functioning and adequate stormwater management in compliance with the SFPUC's post-construction stormwater management requirements and the Stormwater Design Guidelines. The Developer must complete the construction of the stormwater management improvements required for each Block prior to receiving a temporary certification of occupancy for that block. If a future park will include stormwater controls necessary for a particular phase of development or future parcel to meet the stormwater management requirements of that development, those controls shall be installed prior to issuance of the temporary certificate of occupancy for any building within that Block. Permanent or interim centralized stormwater management facilities necessary to achieve stormwater management compliance within a development phase will be constructed and operational prior to or in conjunction with that phase. Maintenance of the stormwater management systems will be the responsibility of the developer of each block. Interim stormwater Best Management Practices (BMPs) implemented as part of the on-site remediation for a multi-block phase will be preserved and maintained on any undeveloped parcels by the Master Developer who created the parcels.

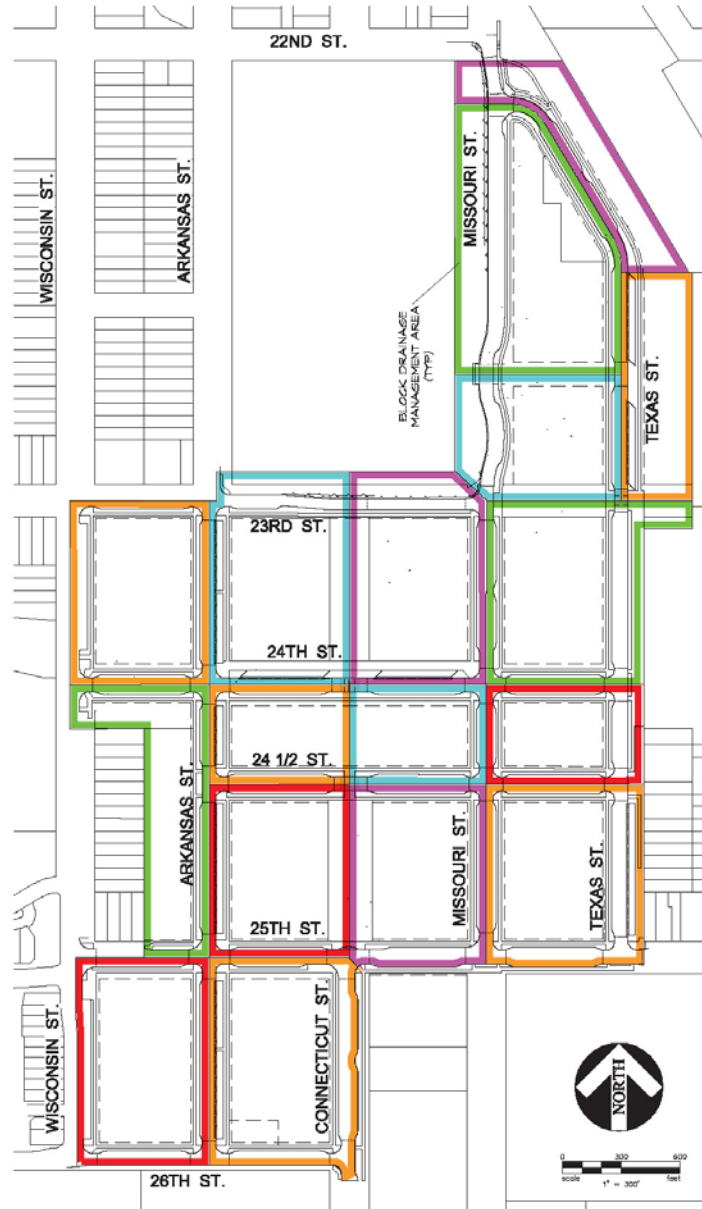


Figure 11.1 Conceptual Stormwater Master Plan

## **12. Dry Utilities**

### **12.1 Existing Electrical, Gas, and Communication Systems**

On Wisconsin, Missouri, Texas, 23<sup>rd</sup>, 25<sup>th</sup>, and 26<sup>th</sup> Streets adjacent to the Potrero HOPE SF site, there are existing electrical, gas, and communication systems. Most of the electrical and communication lines are overhead on these streets.

### **12.2 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. SFPUC had determined that they will provide electric service for the project. Such service shall be provided by the City on terms and conditions generally comparable to, or better than, the electric service otherwise available to the project.

### **12.3 Proposed Joint Trench**

The proposed Joint Trench is identified schematically on Figure 12.1. Work necessary to provide the joint trench for dry utilities, typically installed within in public streets and adjacent sidewalk area, consists of trench excavation and installation of conduit ducts for electrical, gas, and communication lines. Additionally, utility vaults, splice boxes, street lights and bases, wire and transformer allowance, and backfill are included. Electric and power systems will be constructed per the applicable standards of the agency or company with controlling ownership of said facilities with street lighting infrastructure constructed per City standards. The utility owner/franchisee (such as SFPUC, PG&E, AT&T, Comcast and/or other communication companies) will be responsible for installing facilities such as transformers and wire. All necessary and properly authorized public utility improvements for which franchises are authorized by the City shall be designed and installed in the public right-of way in accordance with permits approved by SFPUC. Joint trenches or utility corridors will be utilized wherever allowed. The location and design of joint trenches or utility corridors in the right-of way must be approved by SFPUC during the subdivision review process. The precise location of the joint trench in the right-of-way will be determined prior to recording the applicable Final Map and identified in the project construction documents. Nothing in this Infrastructure Plan 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.

### **12.4 Phases for Dry Utility Systems Construction**

The Developer will design and install the new joint trench systems in phases to match the Blocks of the project. The amount of the existing system replaced with each Block will be the minimum necessary to serve the Blocks. The Block will connect to the existing systems as close to the edge of the new Block as possible while maintaining the integrity of the existing system. Repairs and/or replacement of the existing facilities necessary to serve the Block will be designed and constructed by the Developer.

The service providers will be responsible for maintenance of existing facilities until replaced by the Developer and will be responsible for the new power facilities once the Block or new power facility is complete and accepted by the utility provider.

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.



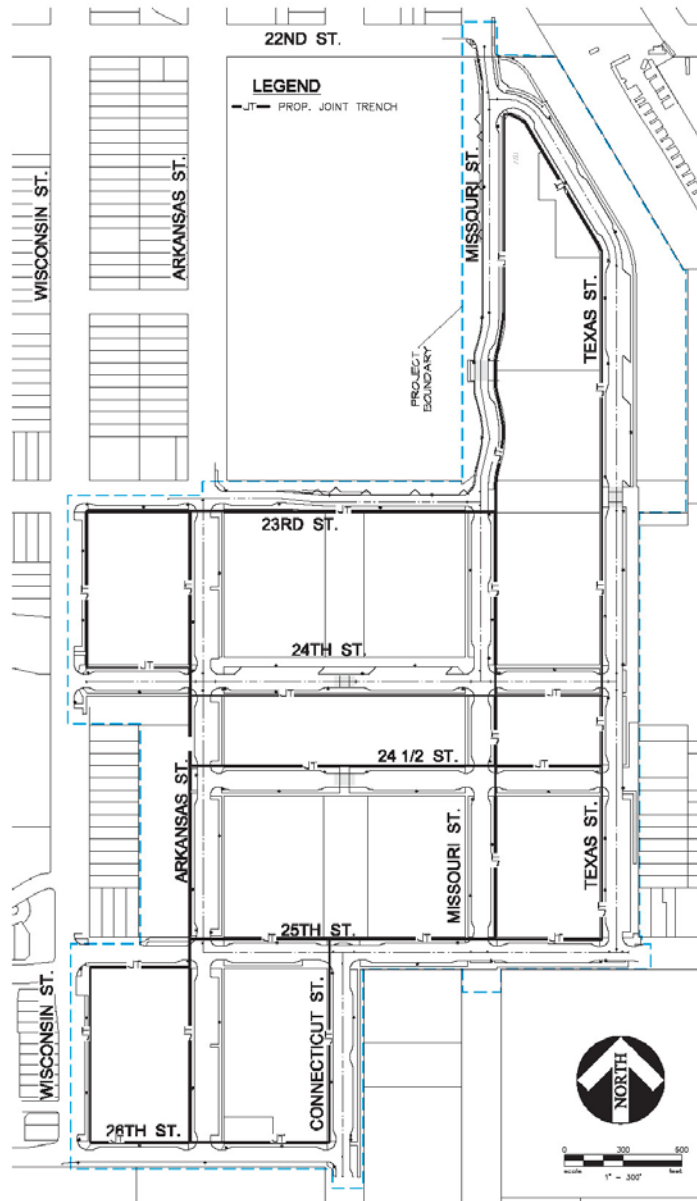


Figure 12.1 Conceptual Joint Trench Plan

## 13. FUTURE 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 SPUC power) and public right-of-way improvements meet all requirements and standards of the City.

### 13.1 Outline of Submittals

#### *Master Infrastructure Plan (MIP)*

The MIP is an accompaniment to the Development Agreement (DA). The MIP outlines the infrastructure responsibilities of the City and the Developer and defines the site and infrastructure improvements required to construct the project.

#### *Master Utility Plans*

Supplemental to the Master Infrastructure Plan, the developer shall submit a set of Master Utility Plans prior to the 60% Construction Document Submittal for *Phase 1 Public Improvement Plans*.

The Utility Master Plans will include the following:

- Infrastructure/Grading Master Phasing Plan
- PUC/PG&E Power System Description and Phasing Plan
- Potable Water Master Plan
- Auxiliary Water Supply System (AWSS) Plan
- Combined Sewer Master Plan
- Stormwater Management Master Plan
- Grading and Overland Release Master Plan

#### *Development Phase Design Review Application*

The Phase Application is intended to ensure that all buildings within a phase as well as new infrastructure, utilities, open space and all other improvements promote the purpose of the HOPE SF Program, Special Use District and meet the requirements of the Design Standards and Guidelines (DSG) and MIP documents.

#### *Public Improvement Plans*

Public improvement plans will be submitted for each phase in the form of Construction Documents. Document sets will be submitted at 30%, 60%, 95% and 100%.

### 13.2 Utility Master Plans

Following approval of the Master Infrastructure Plan but prior to the submittal of the 60% construction documents for Phase 1, the Developer shall submit Master Utility Plans to the SFPUC for review and

approval, as outlined below, that cover site wide infrastructure issues that were not detailed in the Master Infrastructure Plan. The Master Utility Plans shall generally include:

#### 13.2.1 Infrastructure/Grading Phasing Plan

The Infrastructure/Grading Phasing Plan shall include conceptual grading and infrastructure utility maps for each phase showing how the proposed improvements will connect to existing and/or previous phase grades and utilities.

#### 13.2.2 Power System Description and Phasing Plan

The descriptions shall include the following:

- Conceptual details showing all proposed points of connection with existing infrastructure as appropriate. Conceptual details showing proposed service connections to parcels.
- Written Description and figures showing any proposed underground structures in parcels or in the public ROW that were not covered in the approved infrastructure plan.
- Updated description and figures showing all proposed easements for future public infrastructure that were not covered in the approved infrastructure Plan.
- Updated description and figures showing project phasing.

#### 13.2.3 Potable Water Master Plan

The descriptions shall include the following:

- Written description and figures showing the proposed pipe layout, sizes, materials, velocities and slopes that were not covered in the Infrastructure Master Plan
- Written description and figures showing all proposed pressure reducers or other nonpipe infrastructure assets or facilities proposed as part of the project.
- Conceptual details showing all proposed points of connection with existing infrastructure as appropriate. Conceptual details showing proposed service connections to parcels.
- Written Description and figures showing any proposed underground structures in parcels or in the public ROW that were not covered in the approved infrastructure plan.
- Updated description and figures showing all proposed easements for future public infrastructure that were not covered in the approved infrastructure Plan.
- Updated description and figures showing project phasing.
- Calculations that support the adequacy of the proposed pipe network.

#### 13.2.4 AWSS Plan

The descriptions shall include the following:

- Written description and figures showing the proposed pipe layout, sizes, and materials that were not covered in the Infrastructure Master Plan
- Conceptual details showing all proposed points of connection with existing and proposed infrastructure as appropriate.
- Written Description and figures showing any proposed cisterns in parcels or in the public ROW that was not covered in the approved infrastructure plan.

- Updated description and figures showing project phasing.

#### 13.2.5 The Combined Sewer Master Plan

The Master Plan shall include the following:

- A written description and figures demonstrating that a functioning wastewater infrastructure system is in place at all times and complies with all City laws, codes and regulations at all phases of development prior to full build out of the Project.
- 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, 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 description of the methods used to estimate sewer flows for the project.
- 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.

#### 13.2.6 Stormwater Management Master Plan

The Master Plan shall include the following:

- A table stipulating the Stormwater Management responsibility of each block. The table will show the area of each block and the Stormwater Management area for the block, which will include adjacent streets or common parcels as applicable.
- 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.

#### 13.2.7 Grading and Overland Release Master Plan

The Master Plan shall include the following:

- Written description and figures generally showing the overland flow path 100-year storm, outlet location and drainage boundaries that was not covered in the Conceptual Infrastructure Report.
- A hydrologic/hydraulic modeling analysis to demonstrate overland flow will be contained 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, raised cross walks, curbless street designs, bulb-outs, etc. If site designs cannot meet the SFPUC requirements for overland drainage release, alternative solutions will be developed during the master plan approval process that may include crossings at the street pavement level.

- A final geotechnical investigation that covers development of the public street rights-of-ways and parks 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.

### **13.3 Public Improvement Plans/Construction Documents**

Public Improvement Plans shall be submitted to the DPW Infrastructure Task Force for review.

Construction Documents will be submitted at 30%, 60%, 95% and 100% completion.

Construction Document Permit Applications shall include then following:

- The first set of improvement plans shall be submitted with Standard specifications for use with all subsequent improvement plan submittals. Subsequent improvement plans will comply with the approved project specifications and submit project specific specifications as needed to supplement the standard specifications.
- Proof of conformance with all infrastructure requirements outlined in the applicable City regulations, the MIP, MUP's or the phase applications.
- Proof of conformance with any mitigations identified in the phase application to alleviate any impact of the development project on downstream infrastructure, minimize localized wet weather flooding, minimize combined sewer system surcharges into streets, and safely contain 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 (60% construction document)
- Final Stormwater Control Plan at detailed design (95% 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.

## **APPENDIX**

### **Appendix A – Intersection Turning Radius Compliance**

Appendix A illustrates the WB-40 Turning Template at all street intersections.

### **Appendix B – Existing Utilities (Full Size)**

### **Appendix C – Vertical Clearance Diagrams**

### **Appendix D – 11 x 17 Plan Figures**



## **APPENDIX**

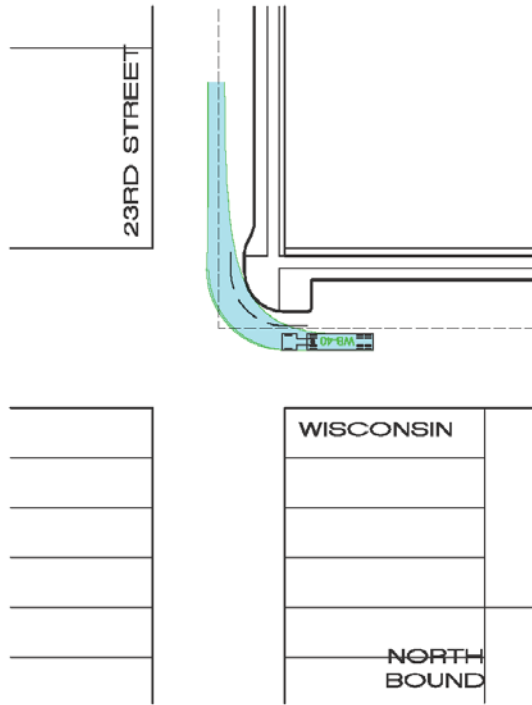
### **Appendix A – Intersection Turning Radius Compliance**

Appendix A illustrates the WB-40 Turning Template at all street intersections.

## APPENDIX A

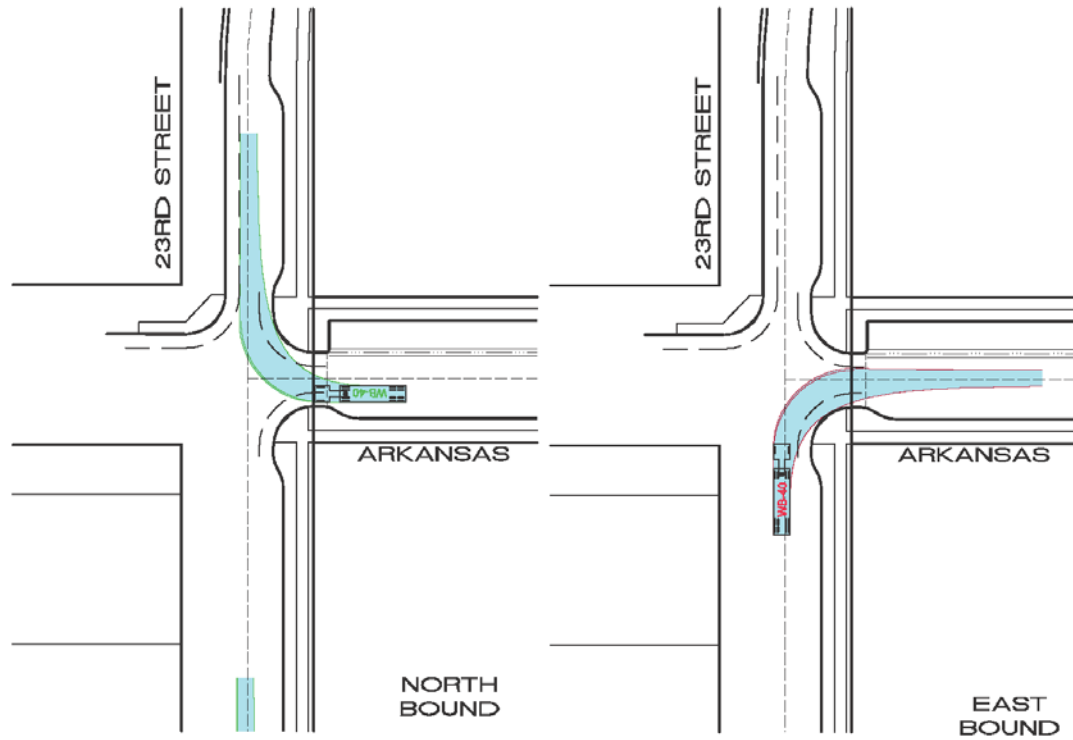
### WB-40 TURNING TEMPLATES

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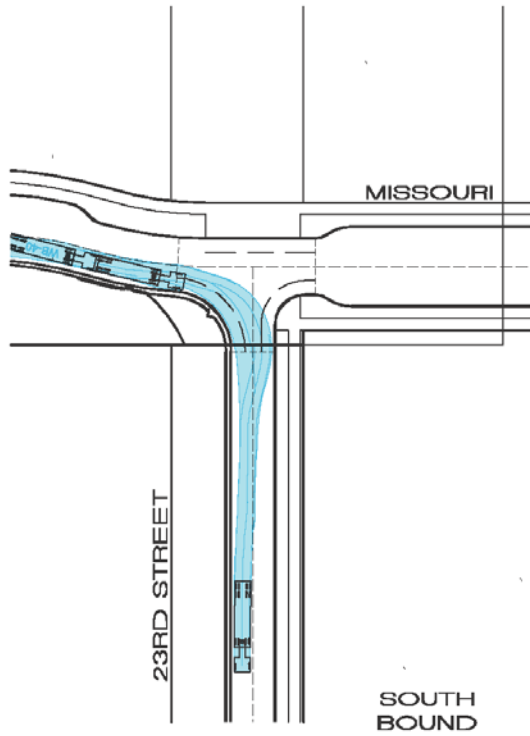
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INFRASTRUCTURE PLAN

APPENDIX  
WB-40 TRUCK TURN MODELS

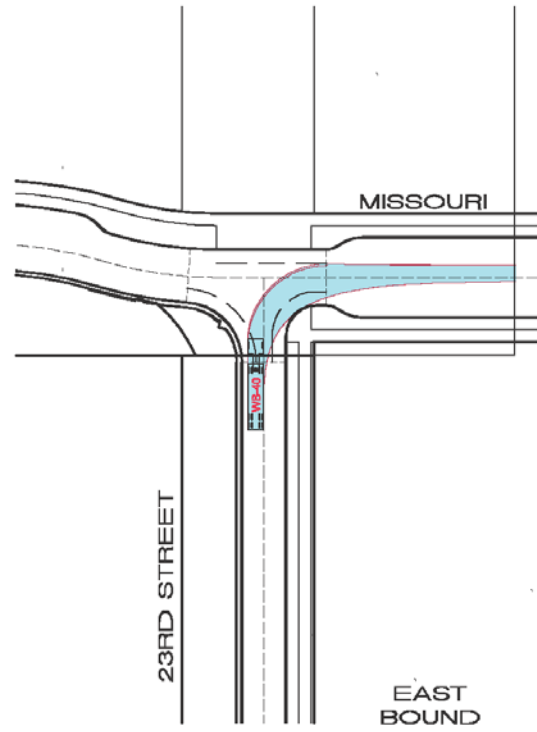


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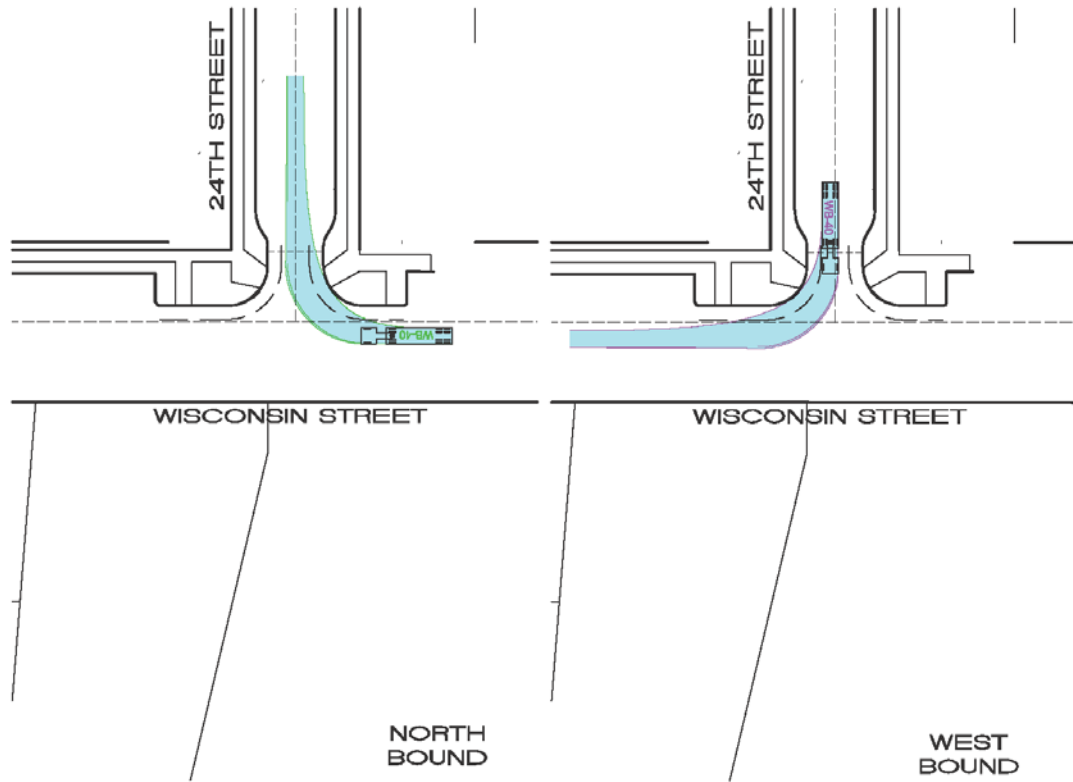
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WB-40 TRUCK TURN MODELS



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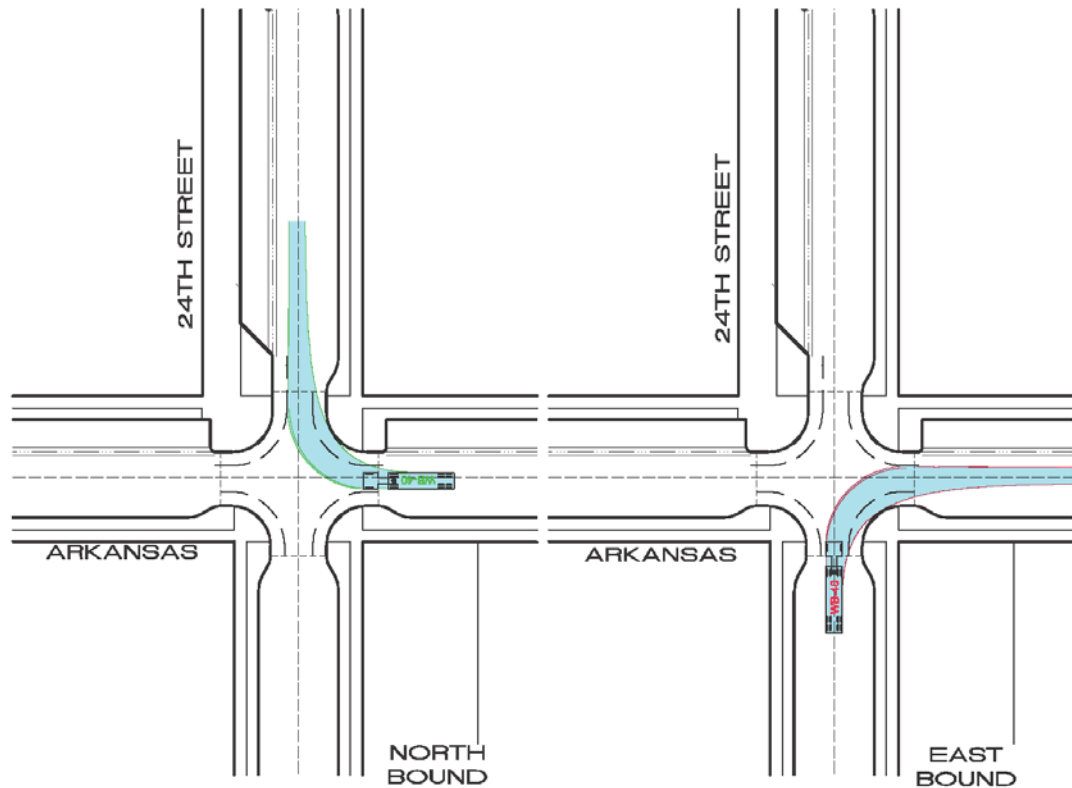
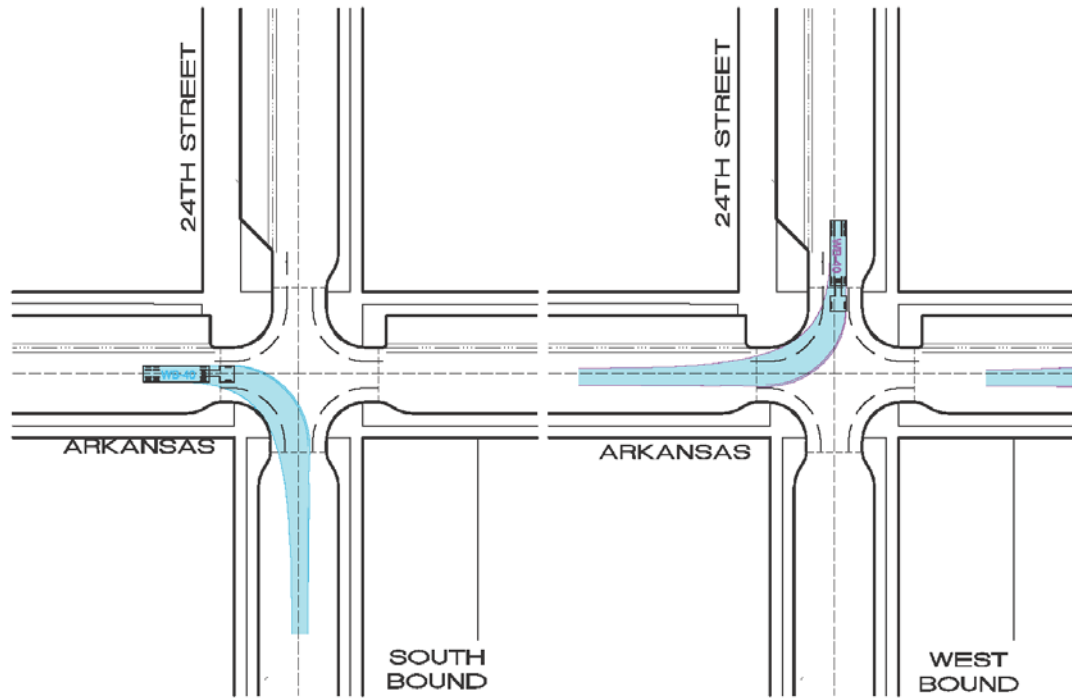
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WB-40 TRUCK TURN MODELS



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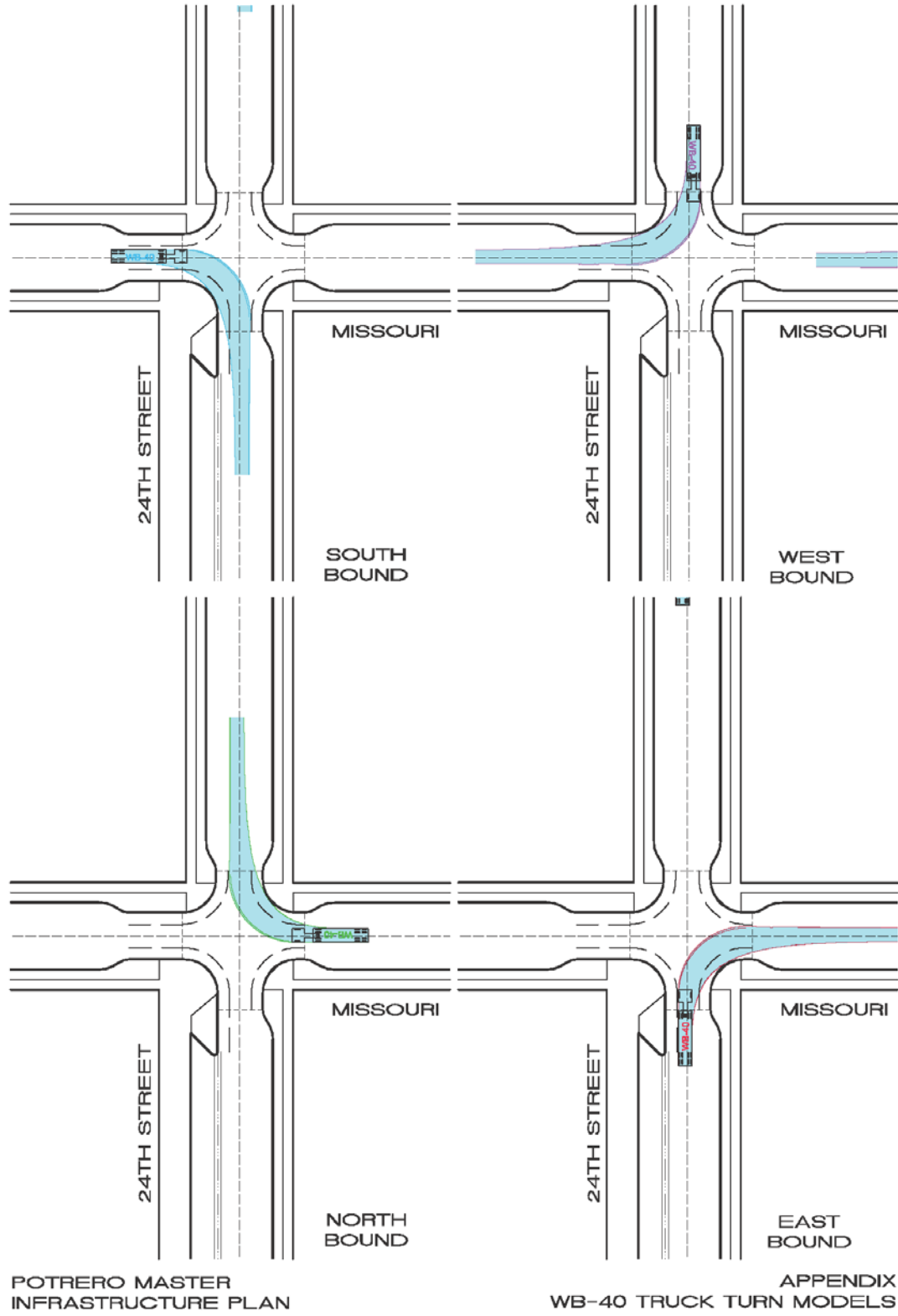
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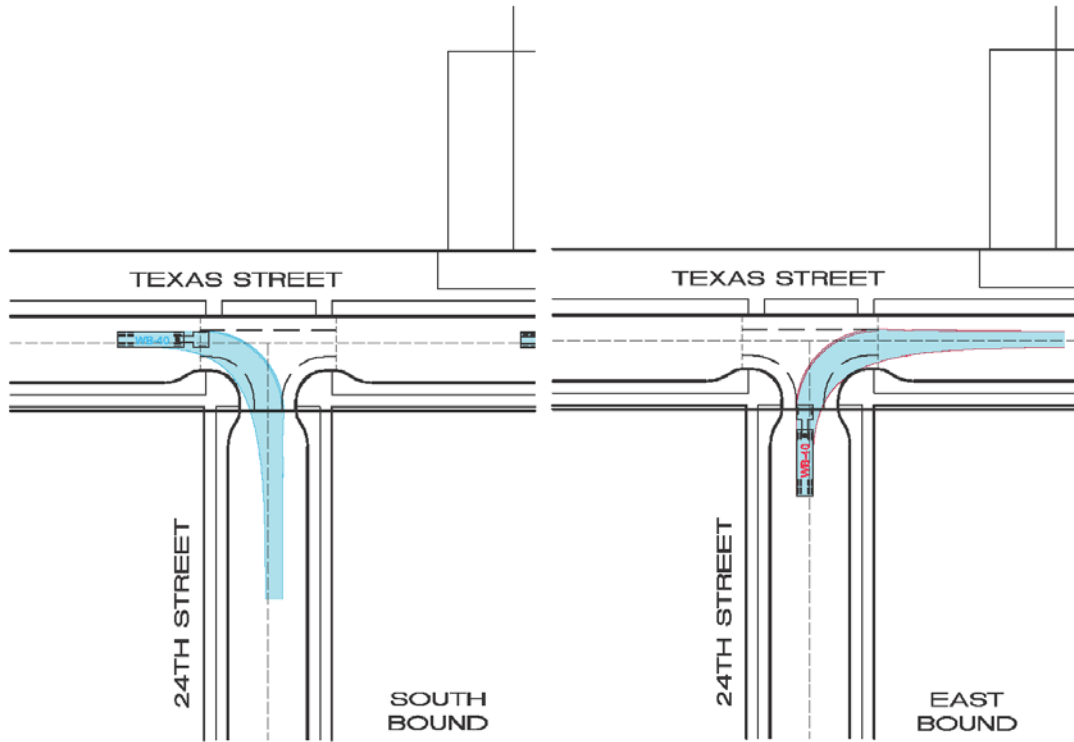




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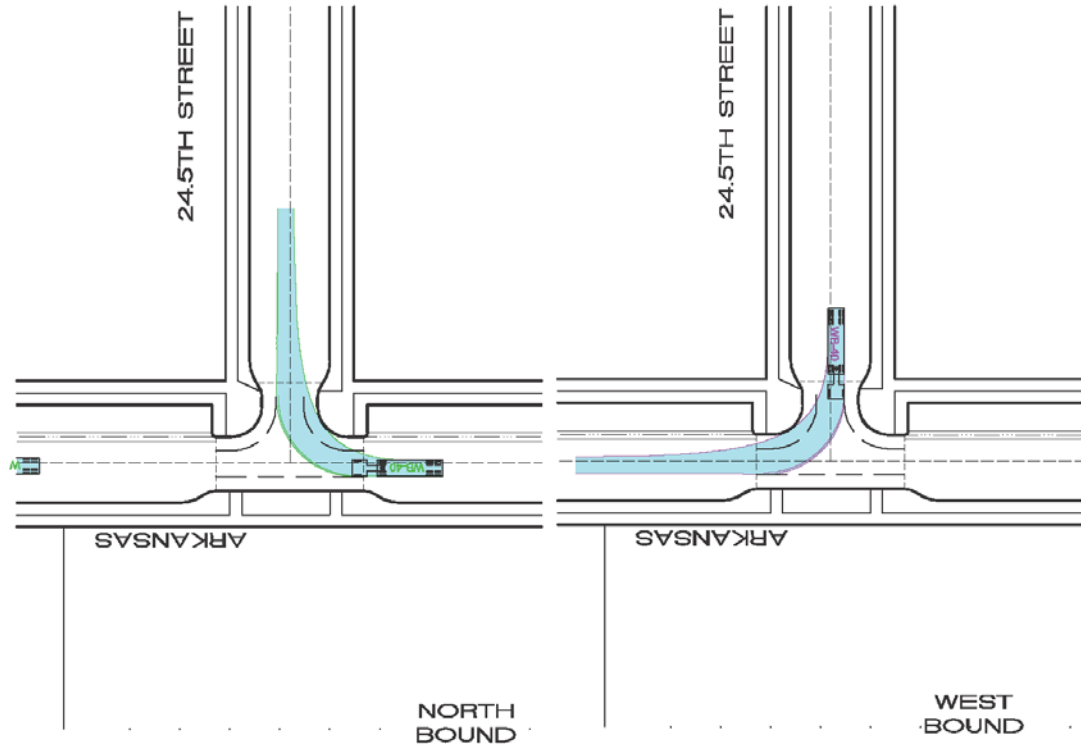
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WB-40 TRUCK TURN MODELS





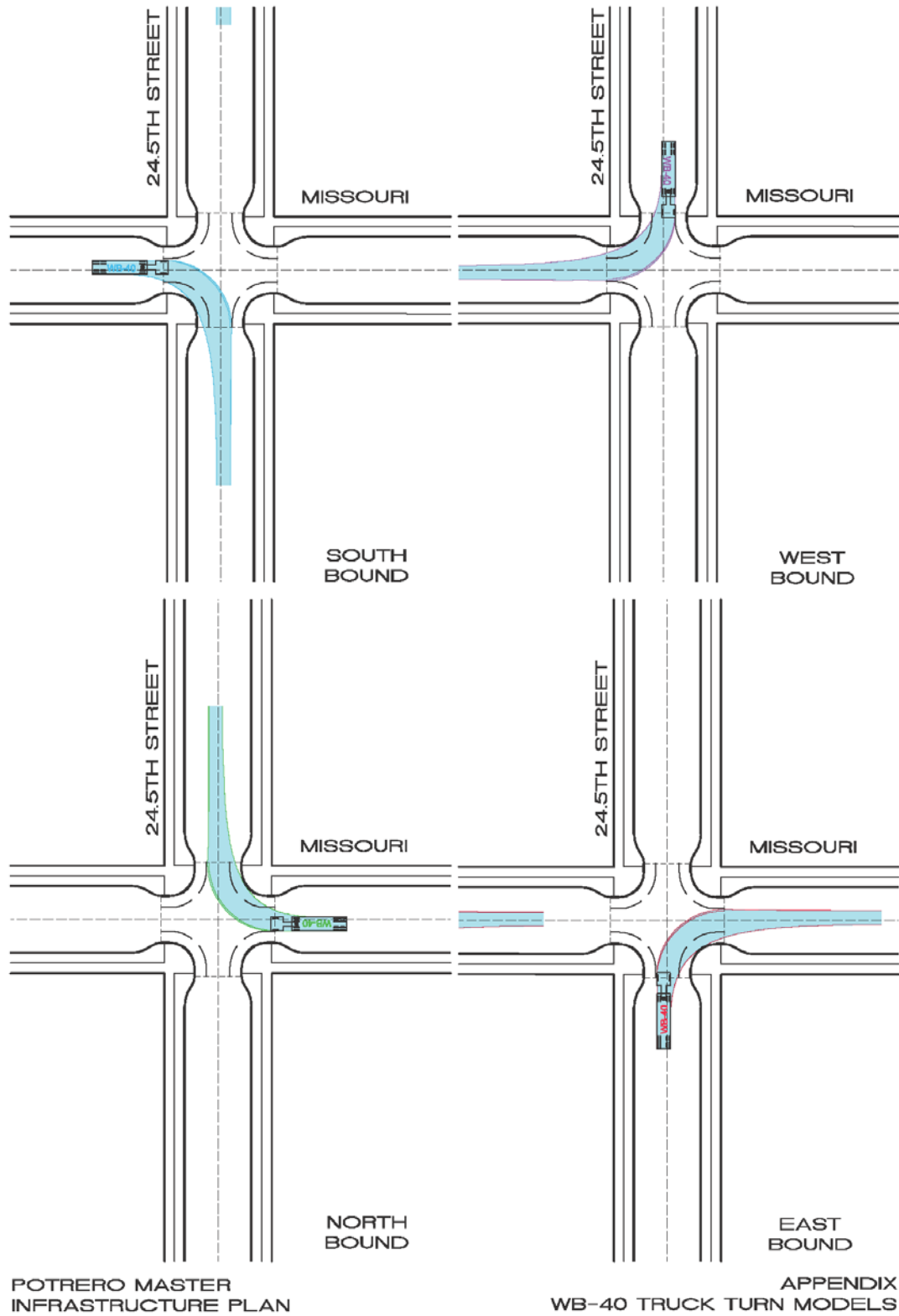
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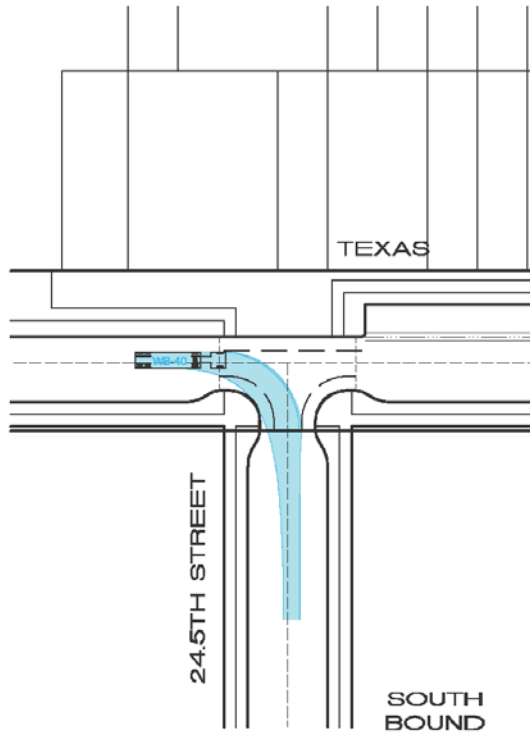
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WB-40 TRUCK TURN MODELS



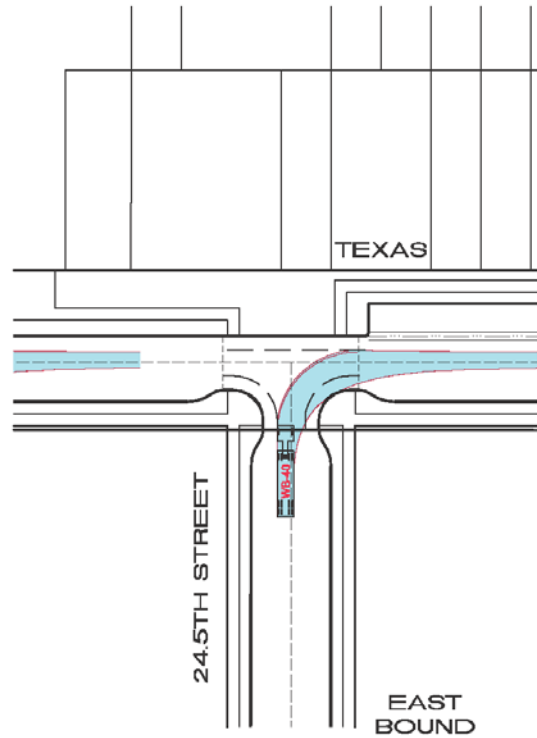
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WB-40 TRUCK TURN MODELS



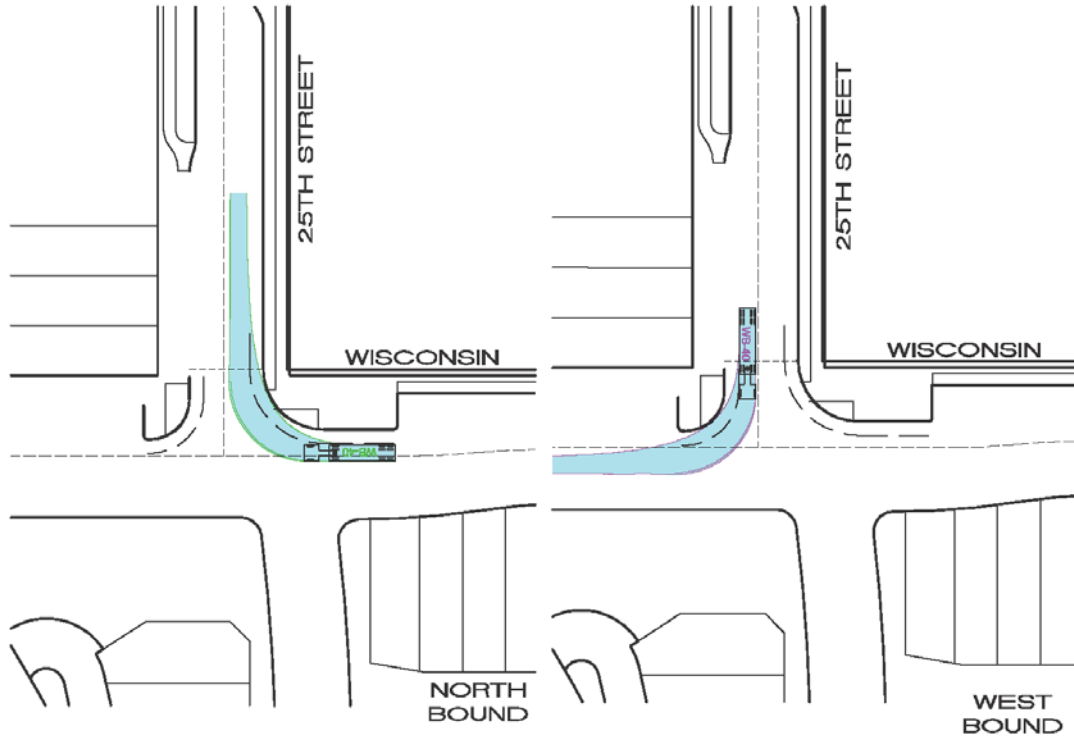


POTRERO MASTER  
INFRASTRUCTURE PLAN



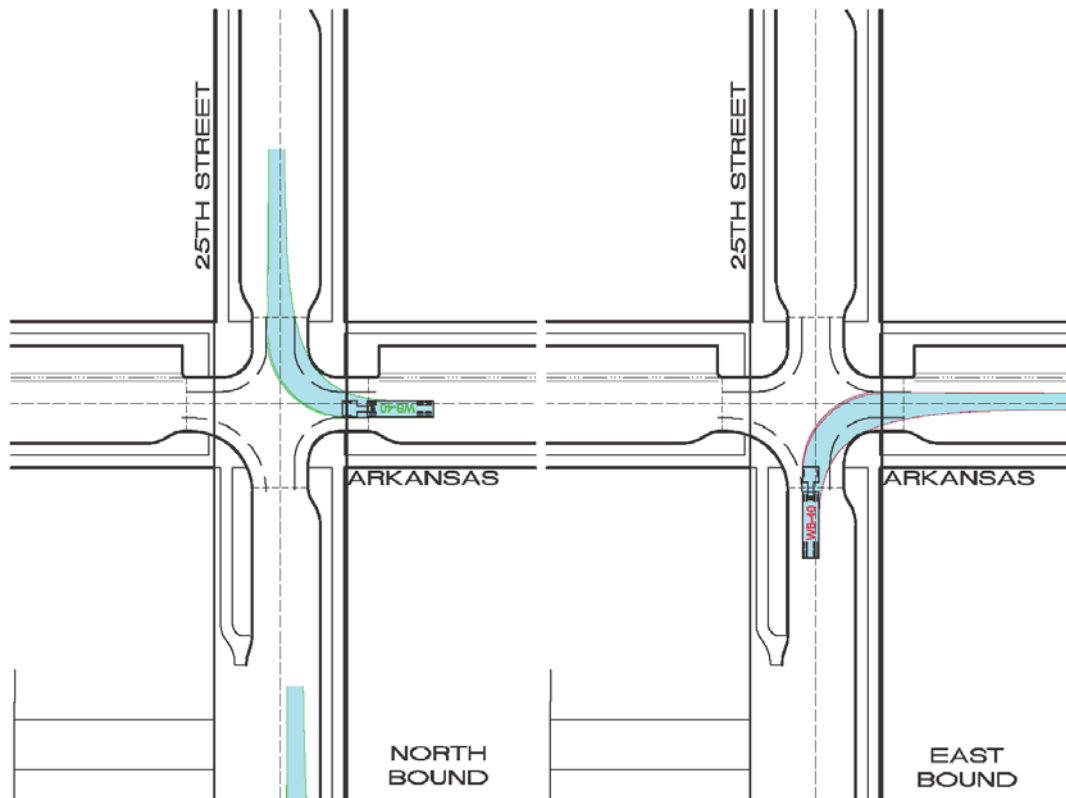
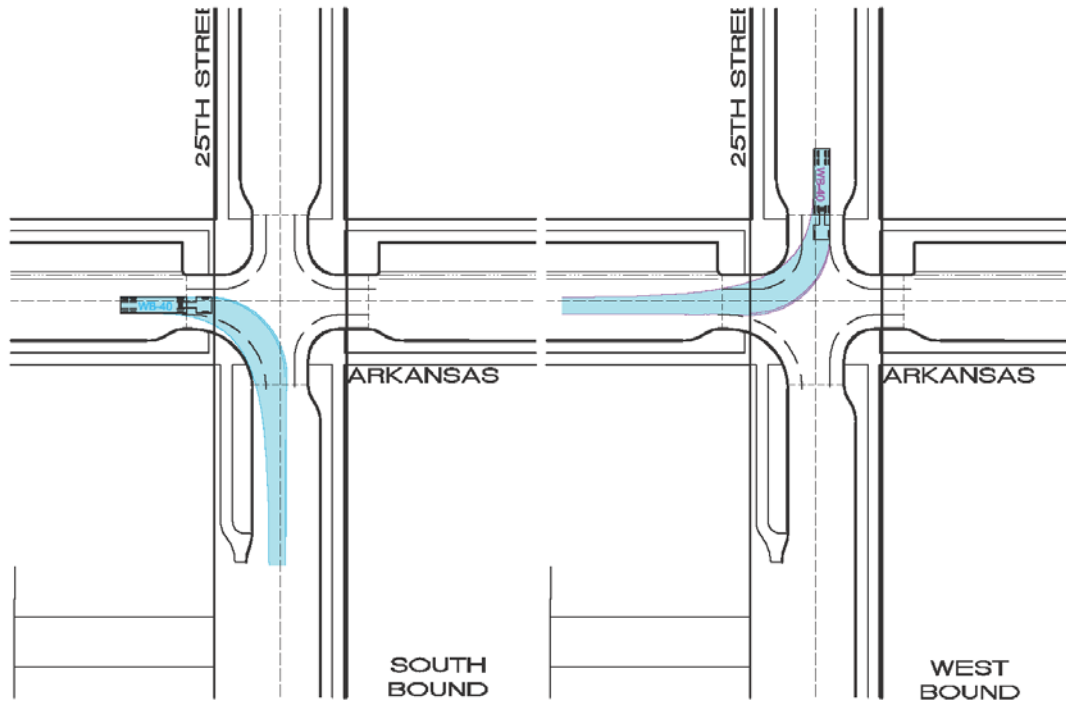
APPENDIX  
WB-40 TRUCK TURN MODELS





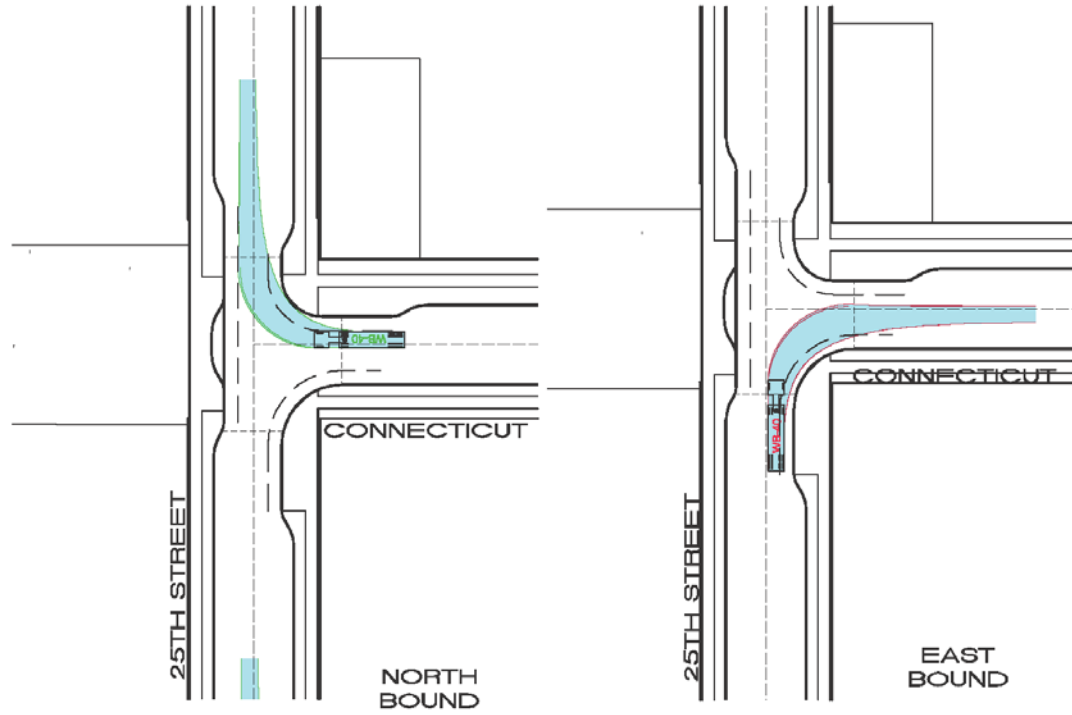
POTRERO MASTER  
INFRASTRUCTURE PLAN

APPENDIX  
WB-40 TRUCK TURN MODELS



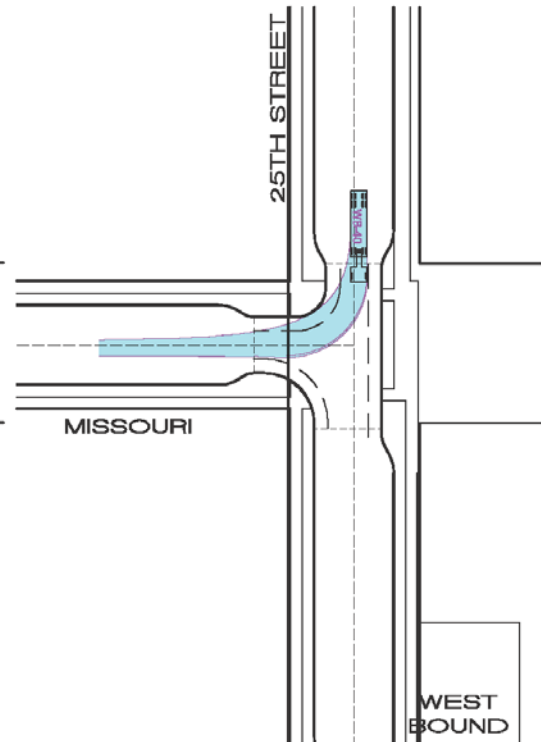
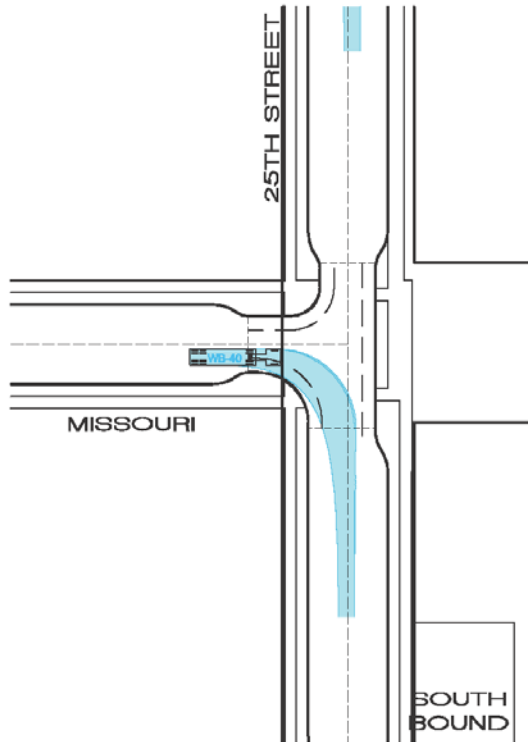
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INFRASTRUCTURE PLAN

APPENDIX  
WB-40 TRUCK TURN MODELS



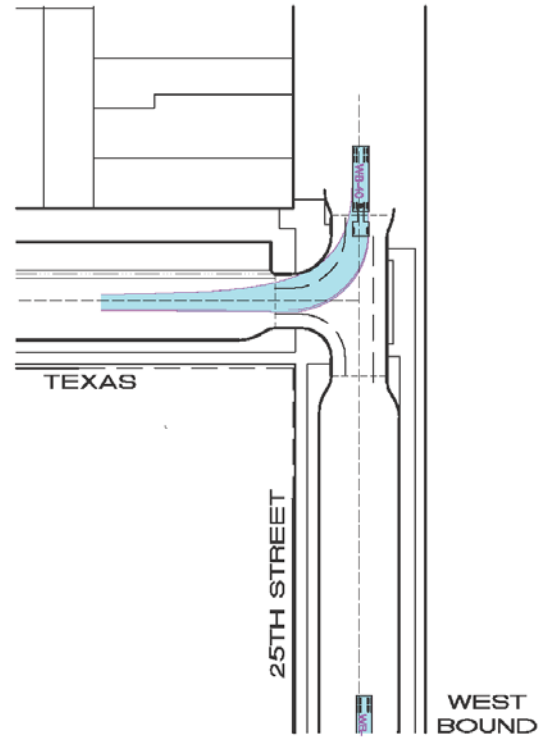
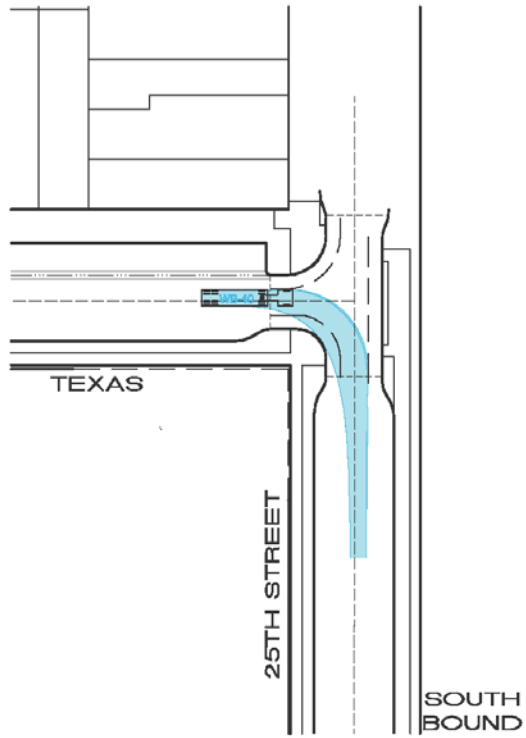
POTRERO MASTER  
INFRASTRUCTURE PLAN

APPENDIX  
WB-40 TRUCK TURN MODELS



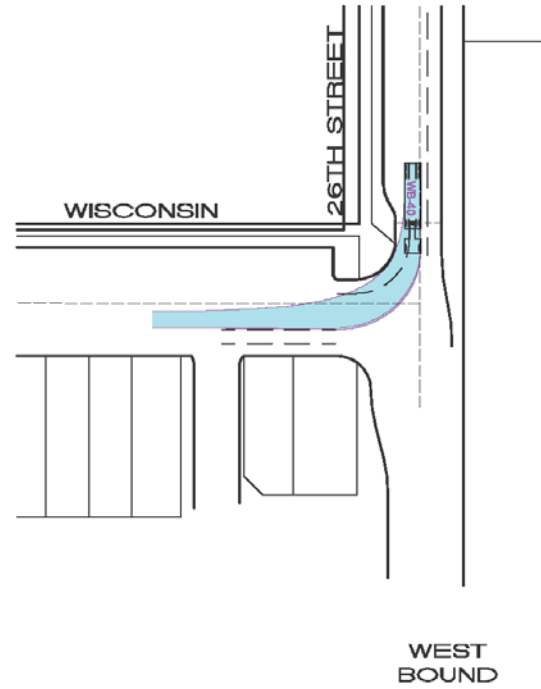
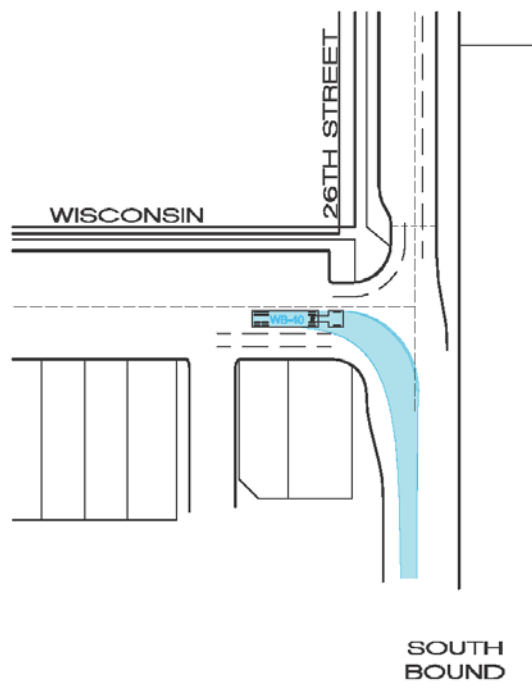
POTRERO MASTER  
INFRASTRUCTURE PLAN

APPENDIX  
WB-40 TRUCK TURN MODELS



POTRERO MASTER  
INFRASTRUCTURE PLAN

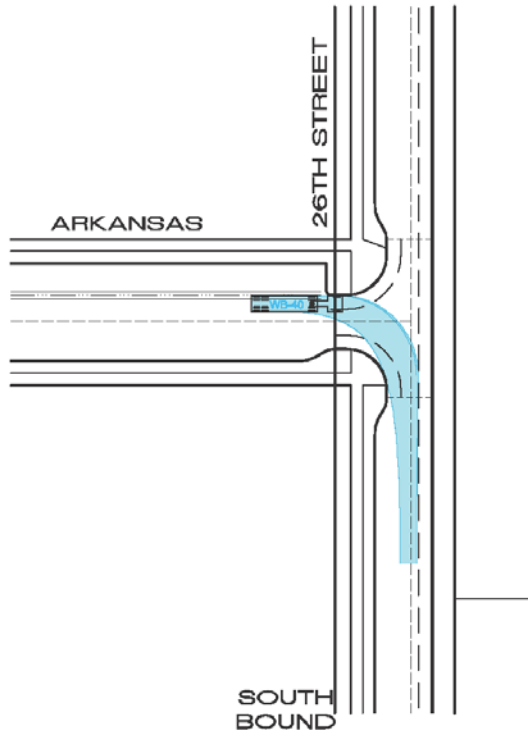
APPENDIX  
WB-40 TRUCK TURN MODELS



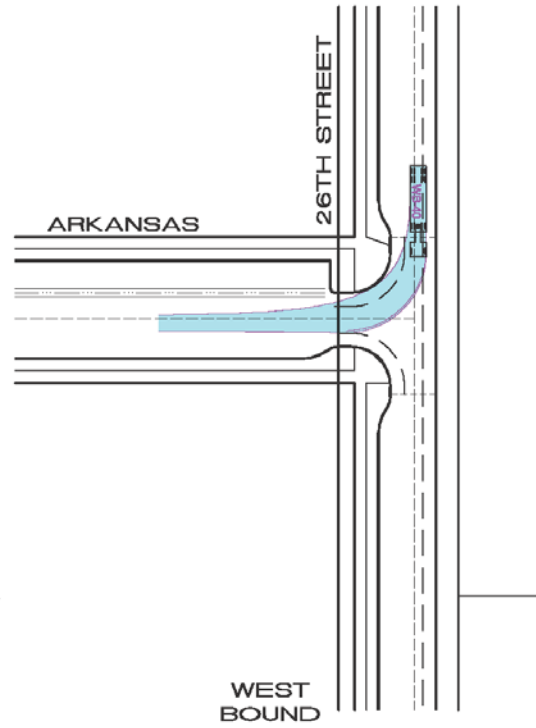
POTRERO MASTER  
INFRASTRUCTURE PLAN

APPENDIX  
WB-40 TRUCK TURN MODELS

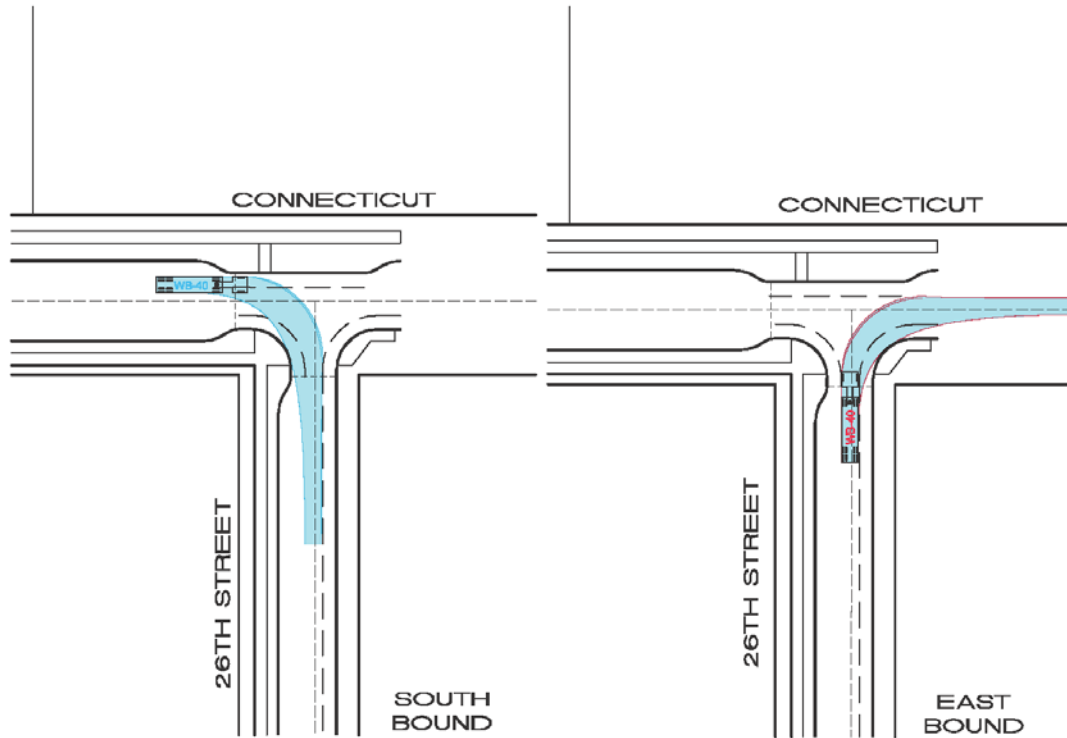




POTRERO MASTER  
INFRASTRUCTURE PLAN

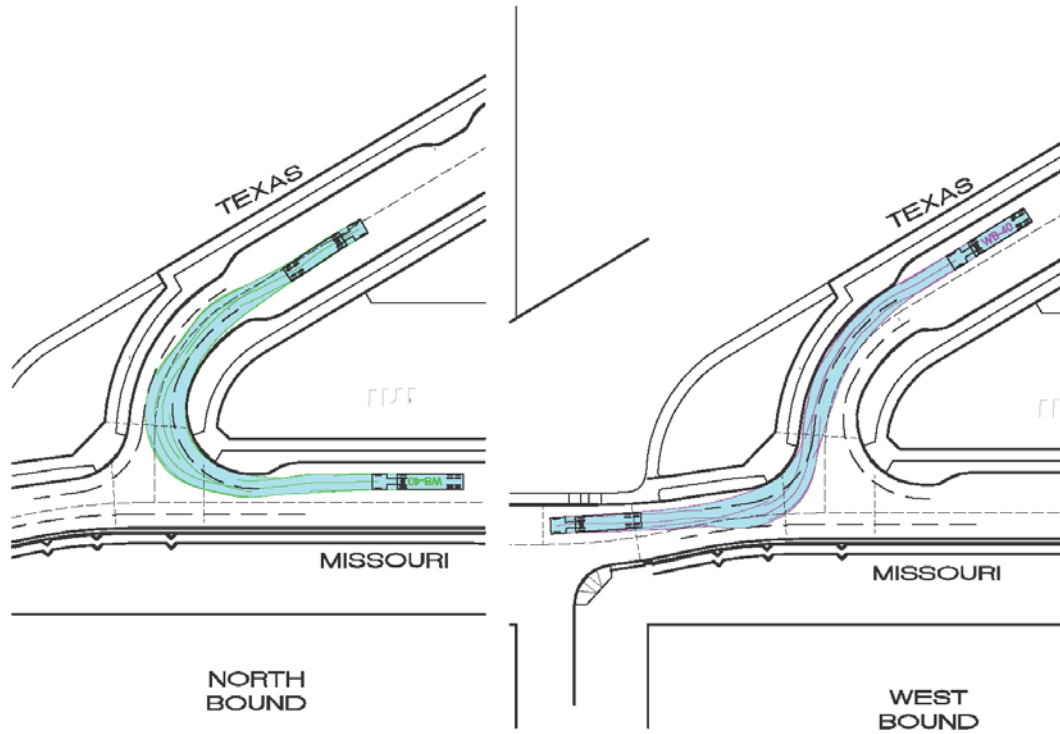


APPENDIX  
WB-40 TRUCK TURN MODELS



POTRERO MASTER  
INFRASTRUCTURE PLAN

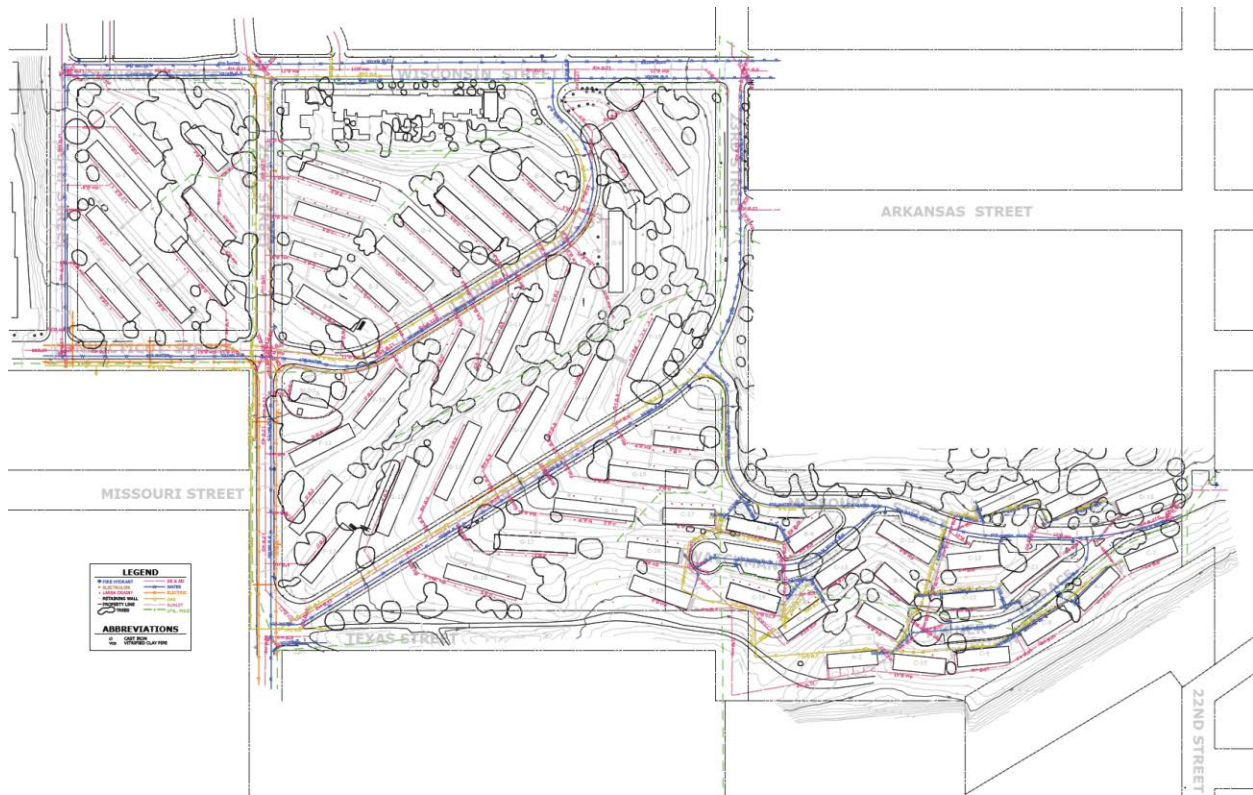
APPENDIX  
WB-40 TRUCK TURN MODELS



POTRERO MASTER  
INFRASTRUCTURE PLAN

APPENDIX  
WB-40 TRUCK TURN MODELS





# REBUILD POTRERO EXISTING UTILITIES

SAN FRANCISCO, CA | FEBRUARY 13, 2009 | TAKEN FROM HAWK ENG. SURVEY (05/02/94)

APPROXIMATE EXISTING CONDITIONS TO BE  
VERIFIED THROUGH FULL UTILITY SURVEY







# 30' VERTICAL CURVE CHECK

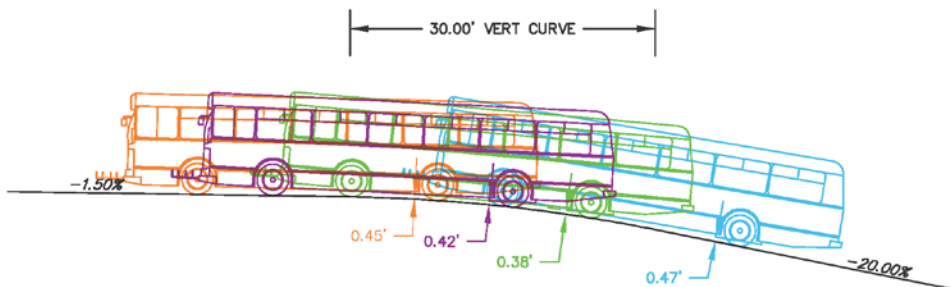
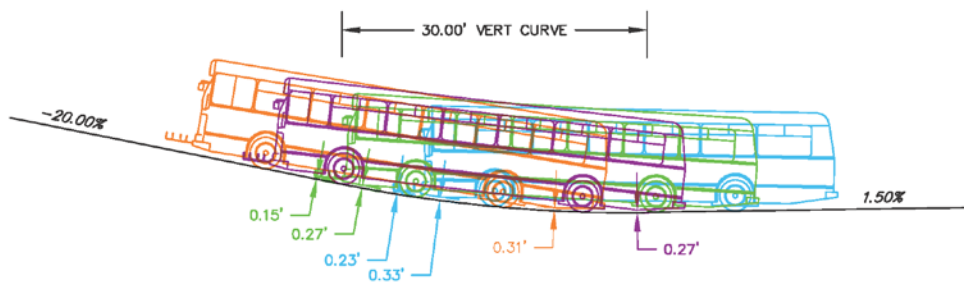
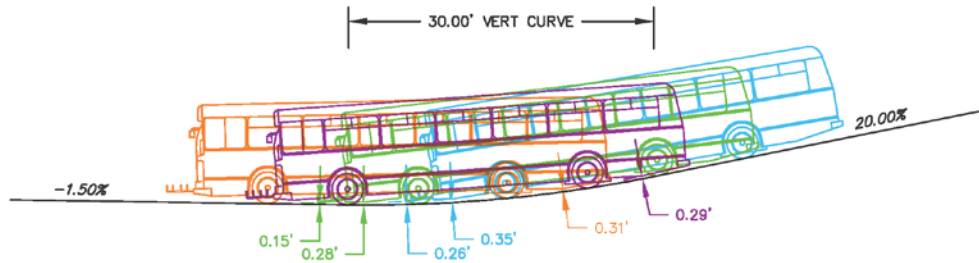
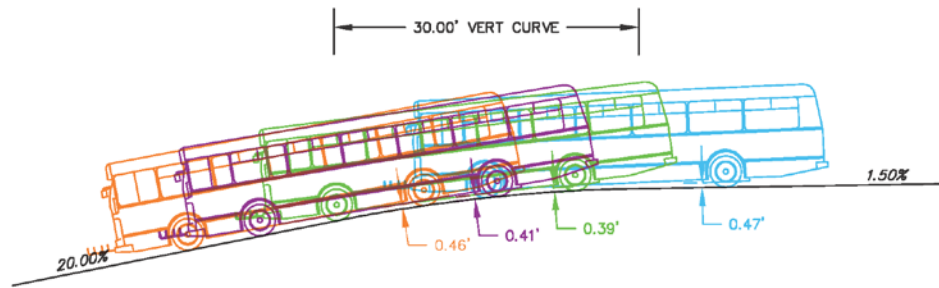
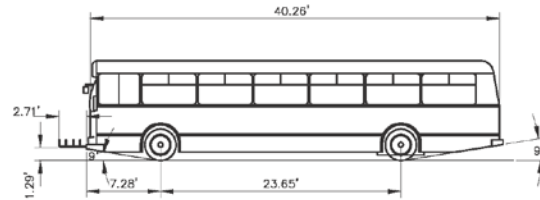
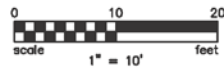
EXCELSIOR  
NEW FLYER

## POTRERO

SAN FRANCISCO, CALIFORNIA

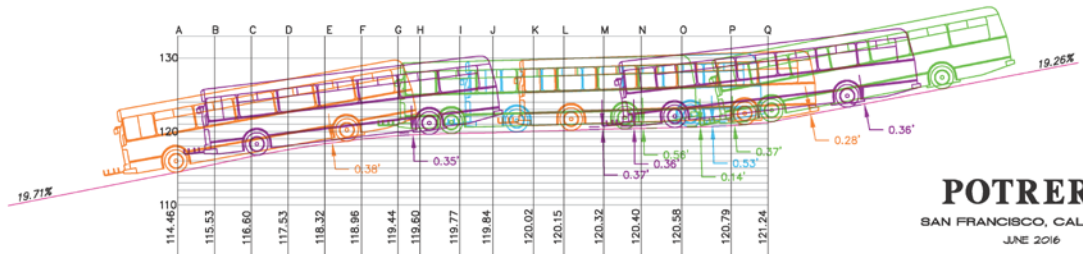
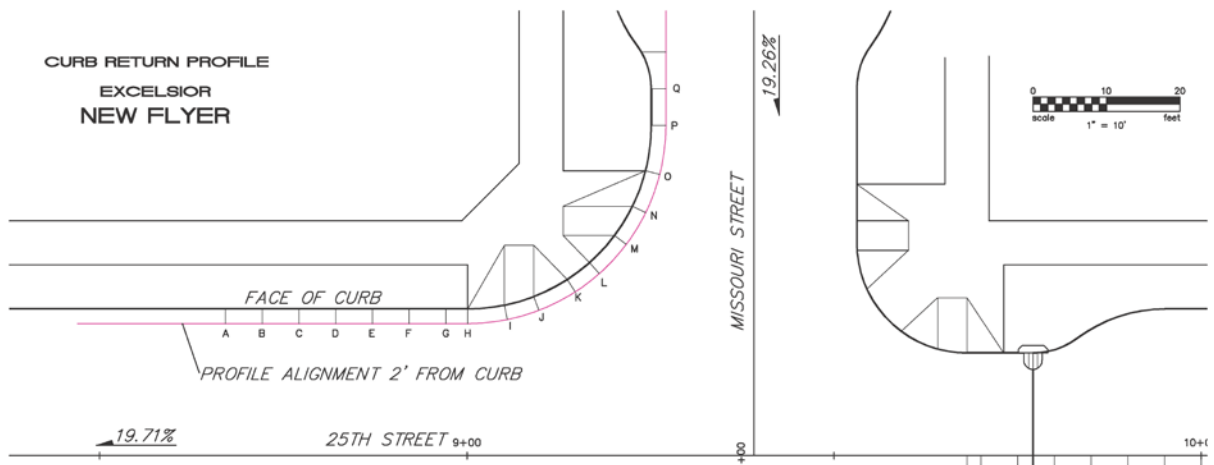
JUNE 2016

PROJECT NO. 2004013.00



Drawn by: [illegible] and [illegible] 12/16/16  
 Checked by: [illegible] 12/16/16  
 Design by: [illegible] 12/16/16  
 Project No. 2004013.00

SHEET 1 OF 1



**POTRERO**  
SAN FRANCISCO, CALIFORNIA  
JUNE 2016  
PROJECT No. 200POTRERO

# 30' VERTICAL CURVE CHECK

SFFD - AERIAL TRUCK

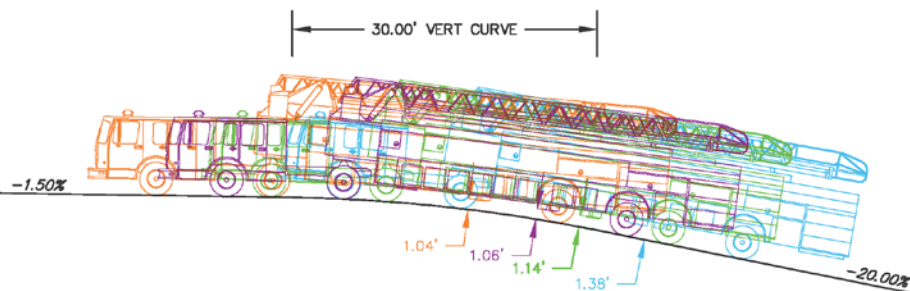
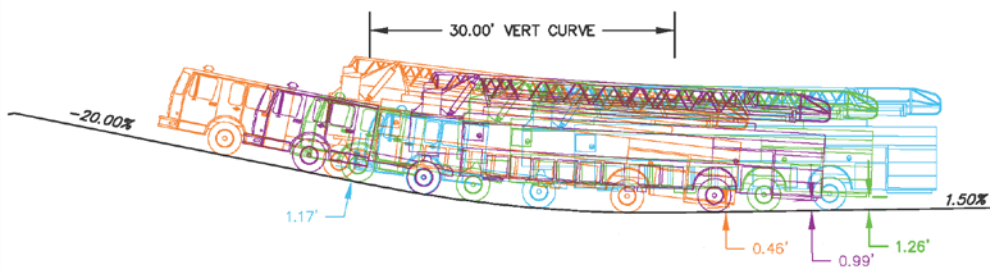
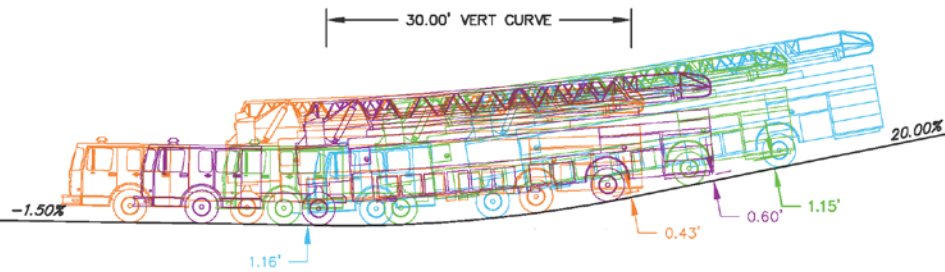
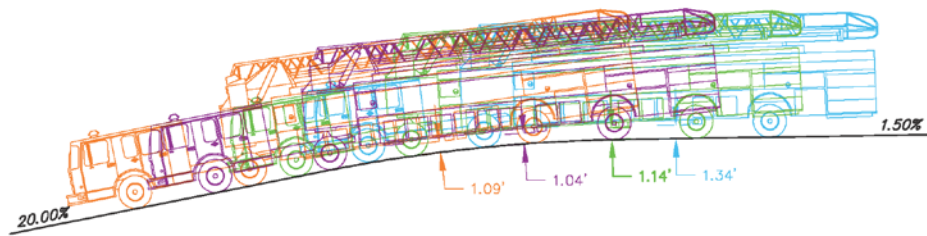
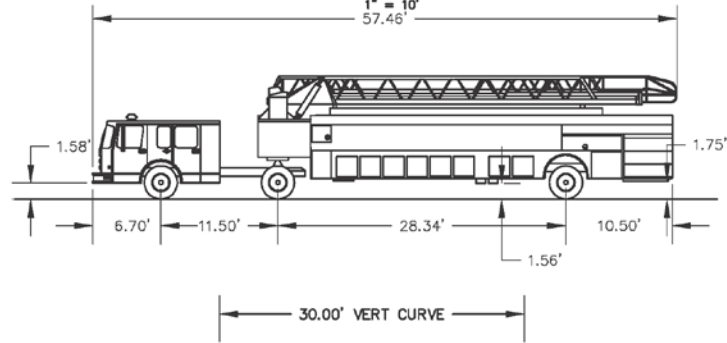
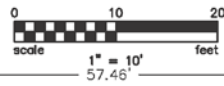
HUNTERS VIEW

## POTRERO

SAN FRANCISCO, CALIFORNIA

APRIL 2016

PROJECT NO. 2004013.00



Drawn by: [illegible] and [illegible] 11/11/15

SHEET 1 OF 1

# 30' VERTICAL CURVE CHECK

SFFD - AERIAL TRUCK

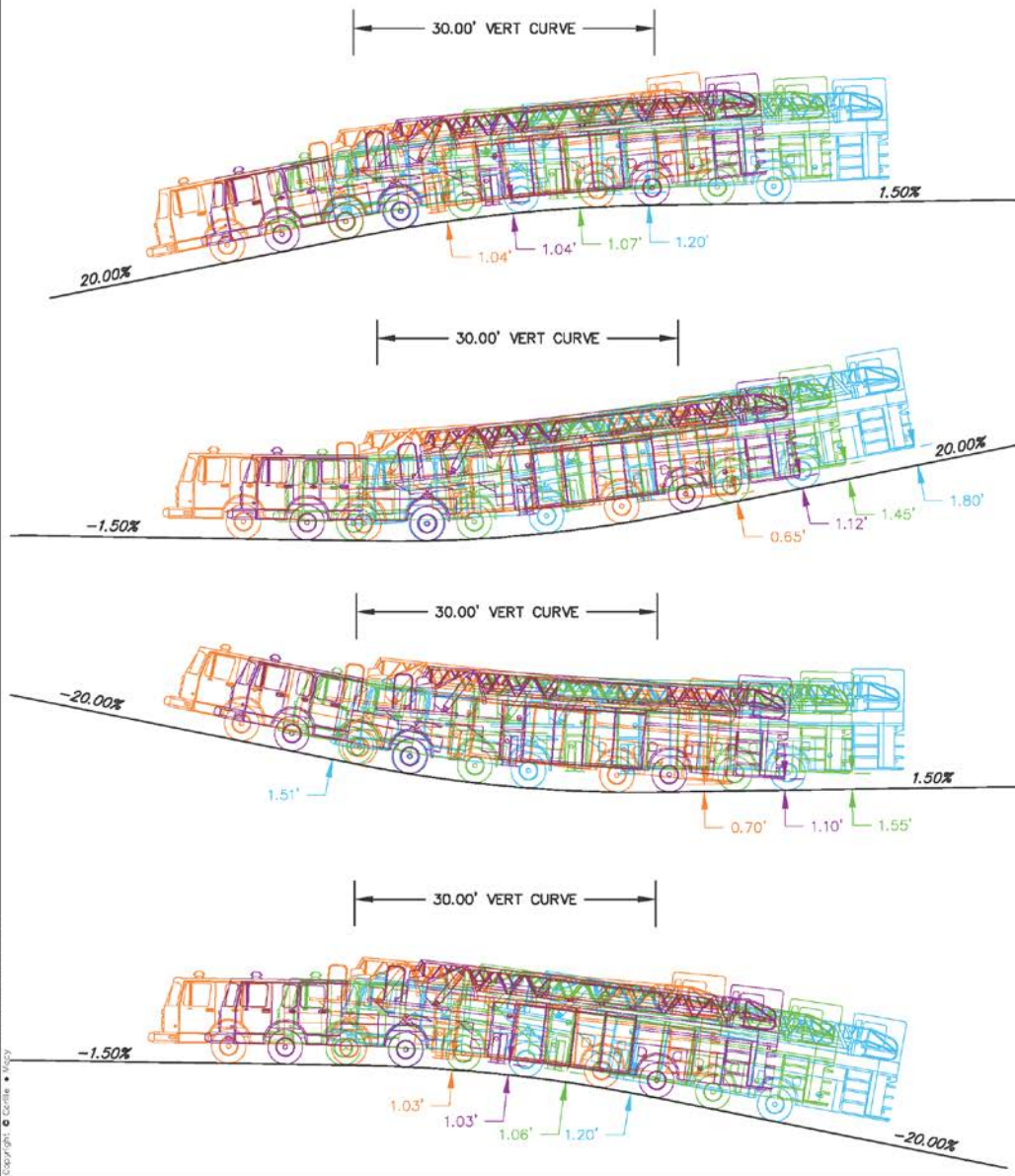
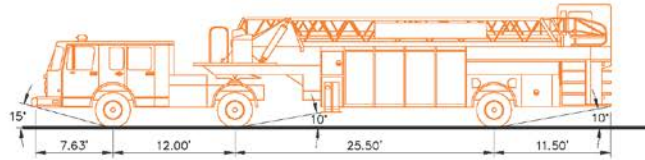
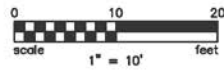
MTA MODEL

## POTRERO

SAN FRANCISCO, CALIFORNIA

APRIL 2016

PROJECT NO. 2004013.00



SHEET 1 OF 1

# 30' VERTICAL CURVE CHECK

SFFD - AERIAL TRUCK

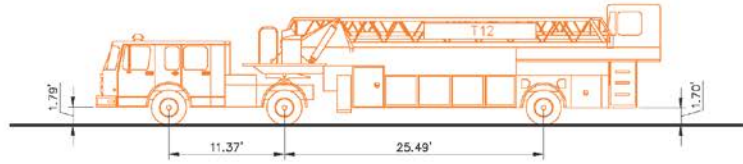
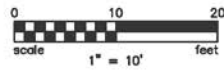
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## POTRERO

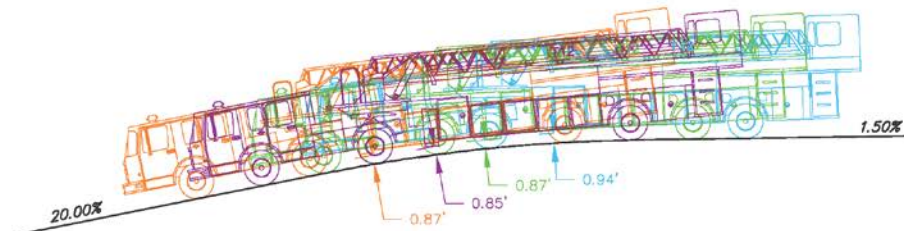
SAN FRANCISCO, CALIFORNIA

APRIL 2016

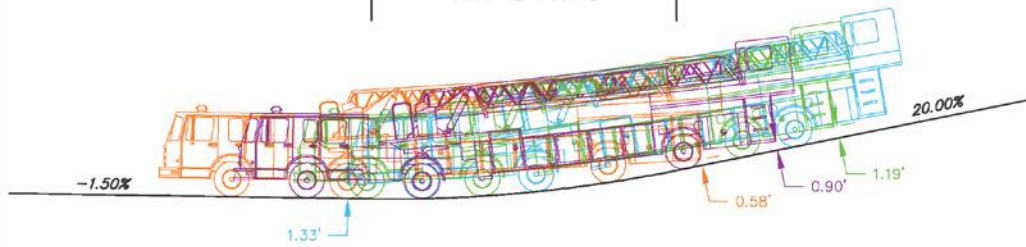
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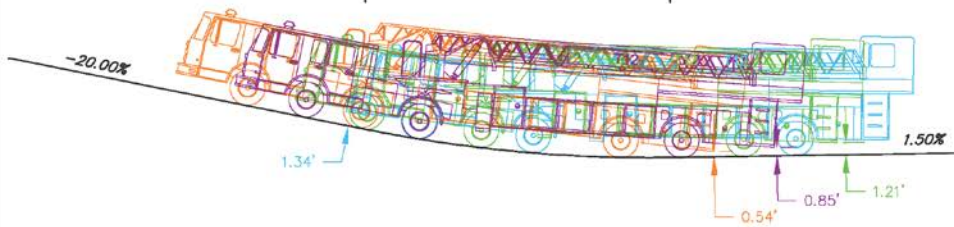
30.00' VERT CURVE



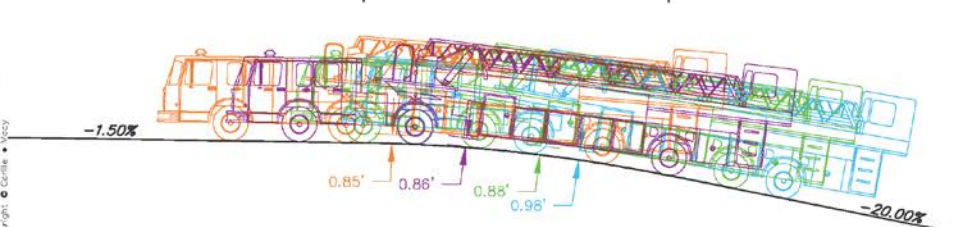
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30.00' VERT CURVE



30.00' VERT CURVE



Drawn by: [illegible] 10/10/15  
 Checked by: [illegible] 10/10/15  
 Date: 10/10/15

SHEET 1 OF 1



# 30' VERTICAL CURVE CHECK

SFFD - AERIAL TRUCK

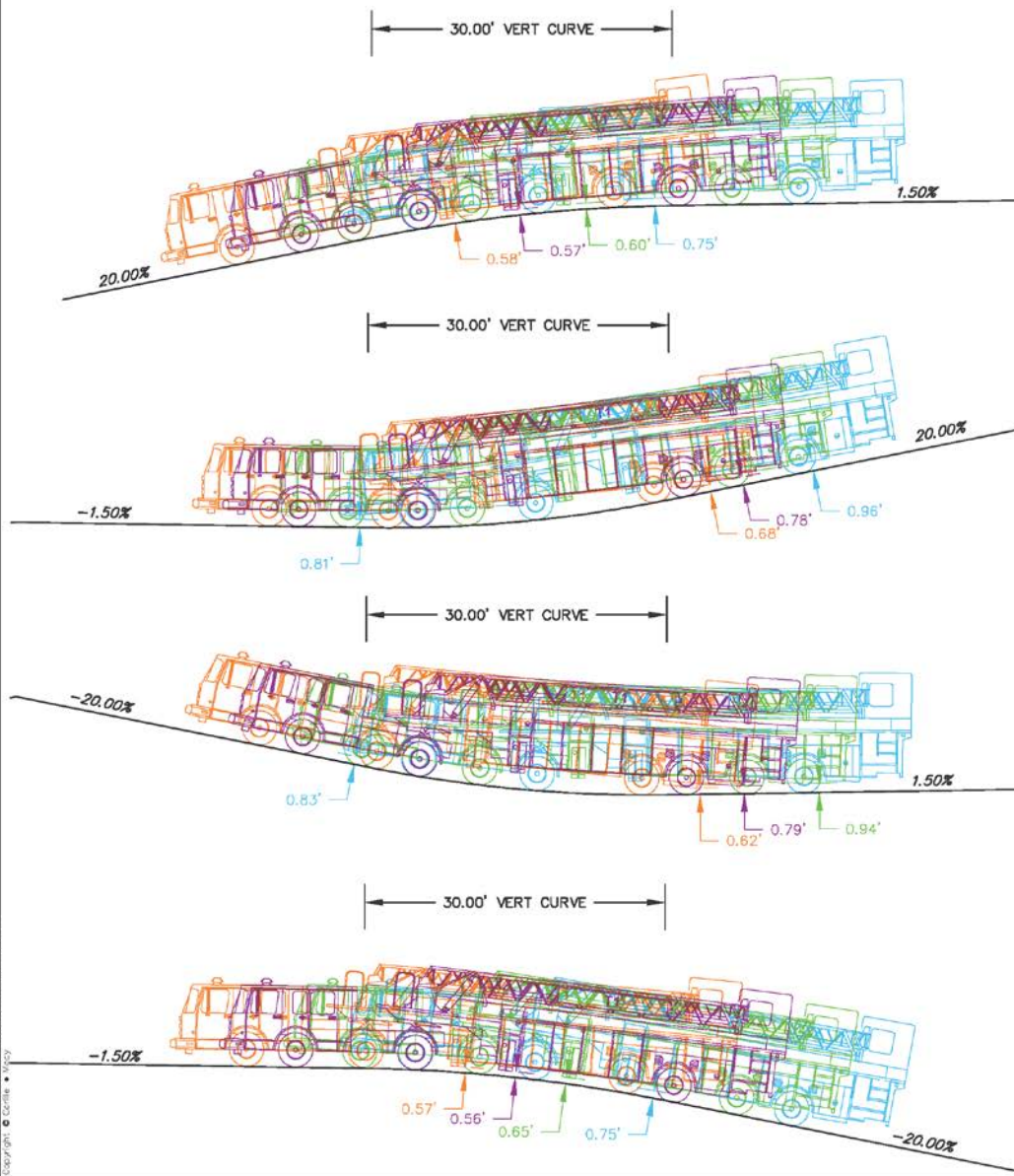
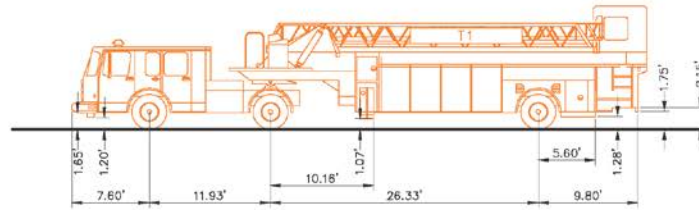
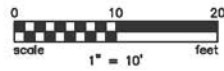
ENGINE T1

## POTRERO

SAN FRANCISCO, CALIFORNIA

APRIL 2016

PROJECT NO. 2004019.00



Drawn by: [illegible] and [illegible] 10/23/16

SHEET 1 OF 1



# 30' VERTICAL CURVE CHECK

SFFD - ENGINE

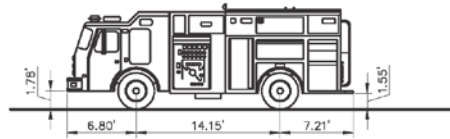
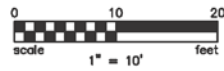
ENGINE 14

## POTRERO

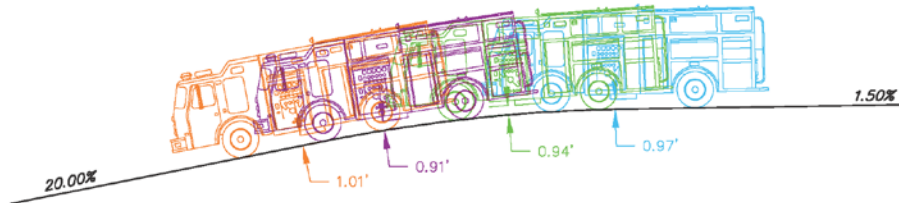
SAN FRANCISCO, CALIFORNIA

APRIL 2016

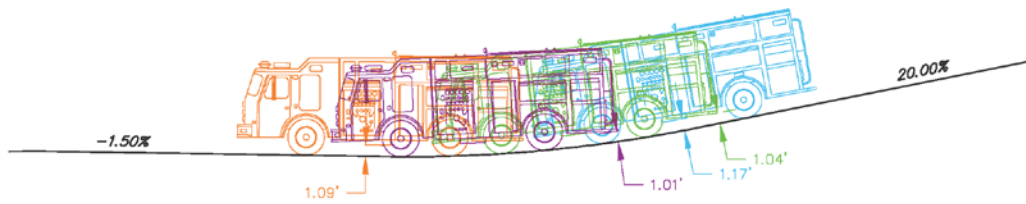
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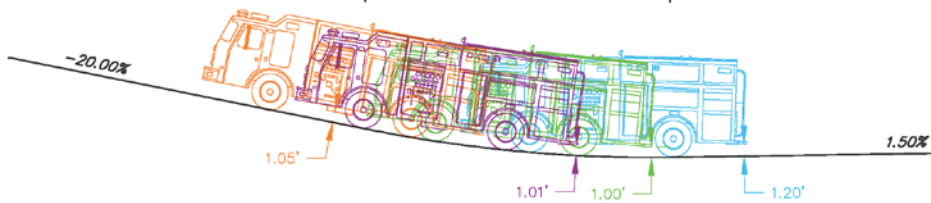
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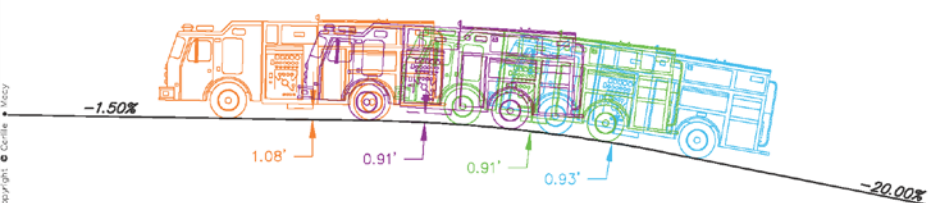
30.00' VERT CURVE



30.00' VERT CURVE



30.00' VERT CURVE



Drawn by: [illegible] Checked by: [illegible] Date: 08/13/16  
 Copyright © 2016 City of San Francisco

SHEET 1 OF 1

# 30' VERTICAL CURVE CHECK

SFFD - RESCUE TRUCK

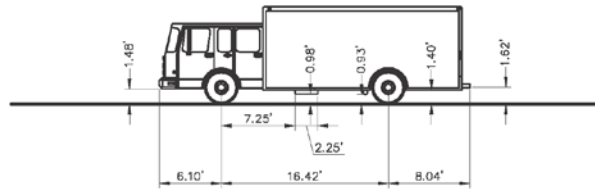
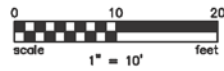
TRUCK R2

## POTRERO

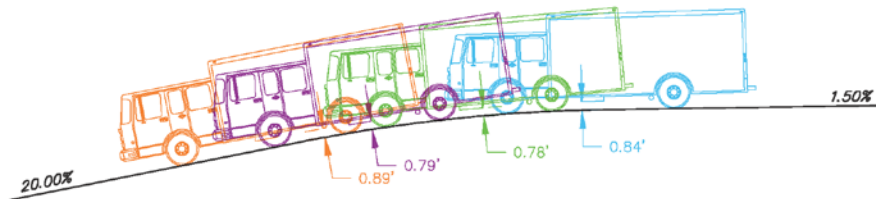
SAN FRANCISCO, CALIFORNIA

APRIL 2016

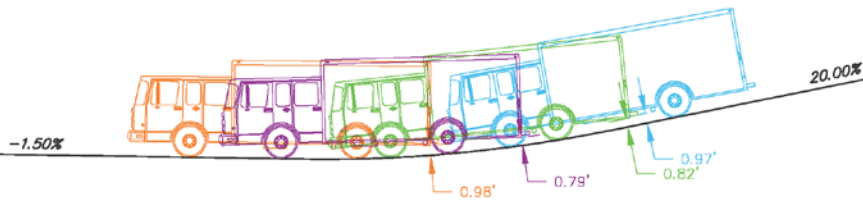
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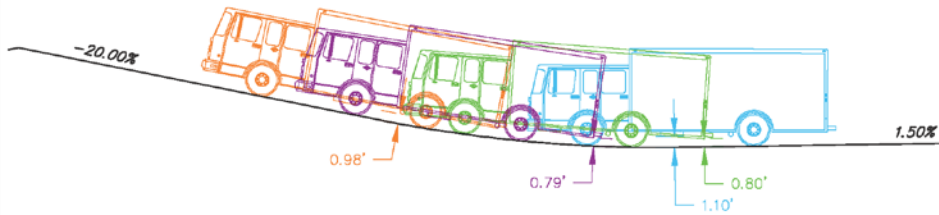
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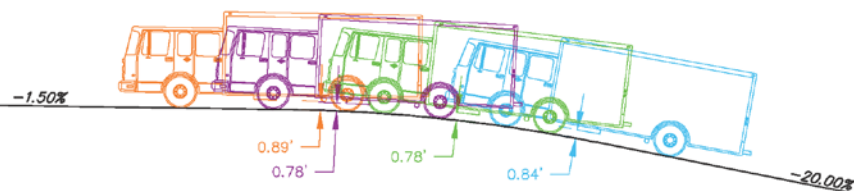
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30.00' VERT CURVE



30.00' VERT CURVE



Drawn by: [illegible] Checked by: [illegible] Date: 08/13/16

SHEET 1 OF 1

# 30' VERTICAL CURVE CHECK

SFFD - AMBULANCE

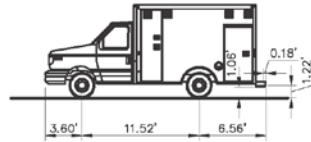
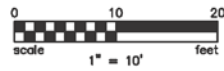
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## POTRERO

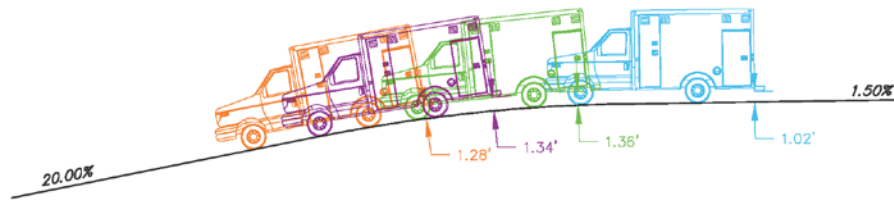
SAN FRANCISCO, CALIFORNIA

APRIL 2016

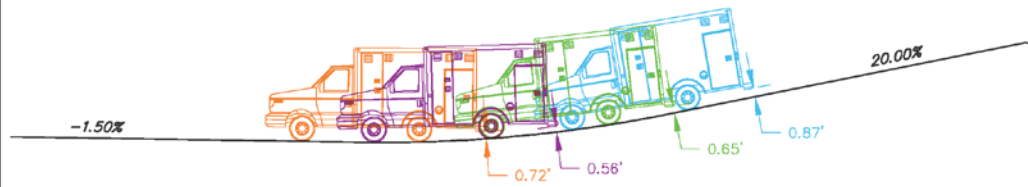
PROJECT NO. 2004013.00



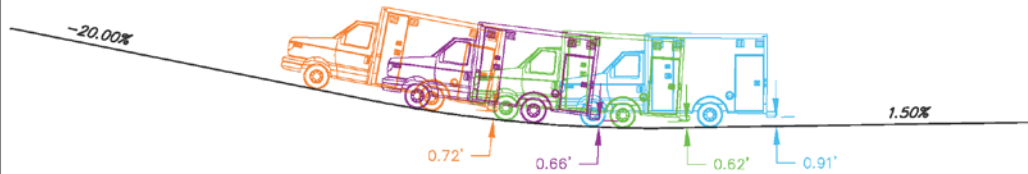
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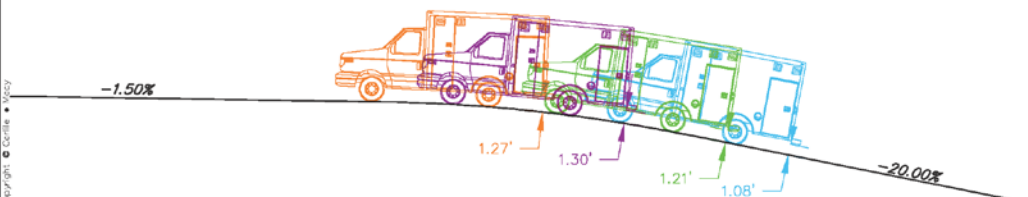
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30.00' VERT CURVE



30.00' VERT CURVE



Drawn by: [illegible] 2016.04.13 10:00 AM 2016.04.13 10:00 AM

SHEET 1 OF 1

# 30' VERTICAL CURVE CHECK

SFFD - AMBULANCE

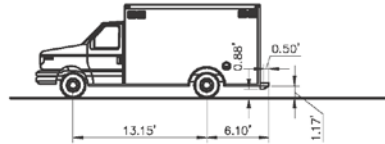
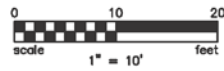
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## POTRERO

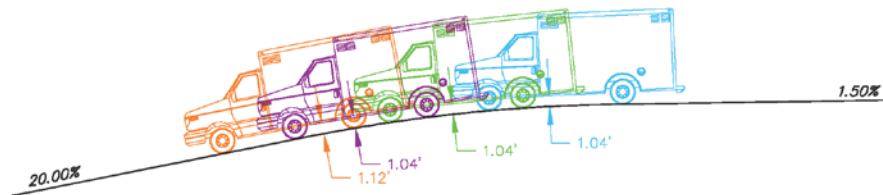
SAN FRANCISCO, CALIFORNIA

APRIL 2016

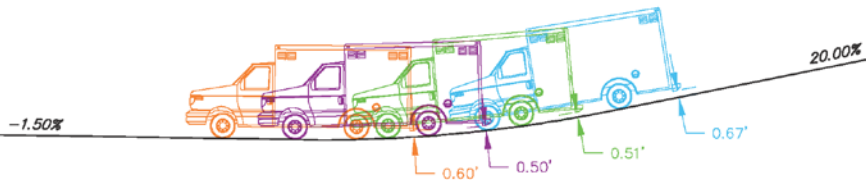
PROJECT NO. 2004013.00



30.00' VERT CURVE



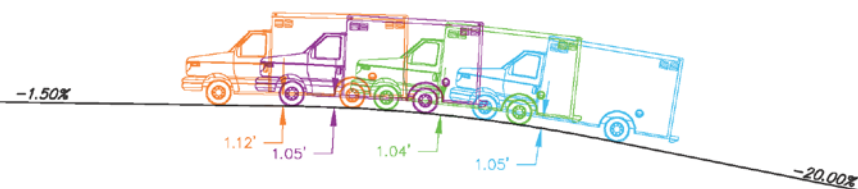
30.00' VERT CURVE



30.00' VERT CURVE



30.00' VERT CURVE



Drawn by: [illegible] and [illegible] 1/24/16  
 Checked by: [illegible] 2/2/16  
 Design: [illegible] 2/2/16  
 Project: [illegible] 2/2/16

SHEET 1 OF 1



FIGURE I.5 EXISTING UTILITIES





FIGURE 5.1 CONCEPTUAL GRADING PLAN

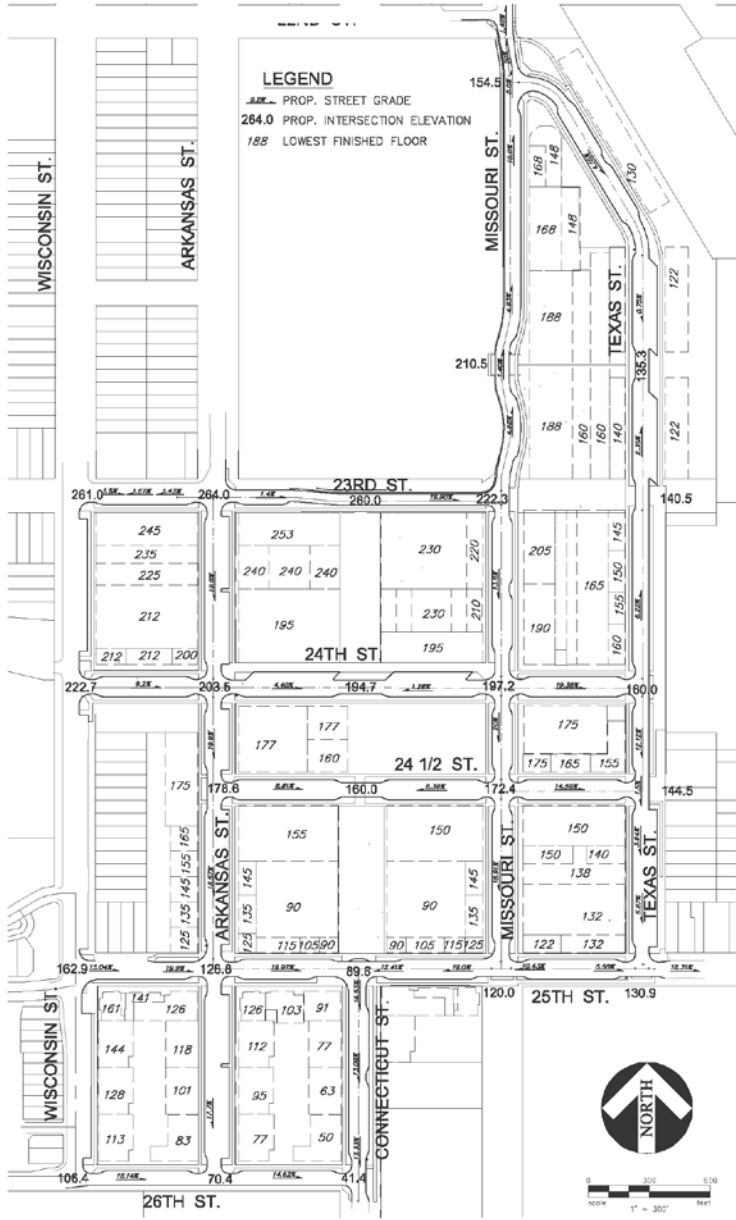


FIGURE 6.2 CONCEPTUAL SITE PLAN AND STREET LAYOUT

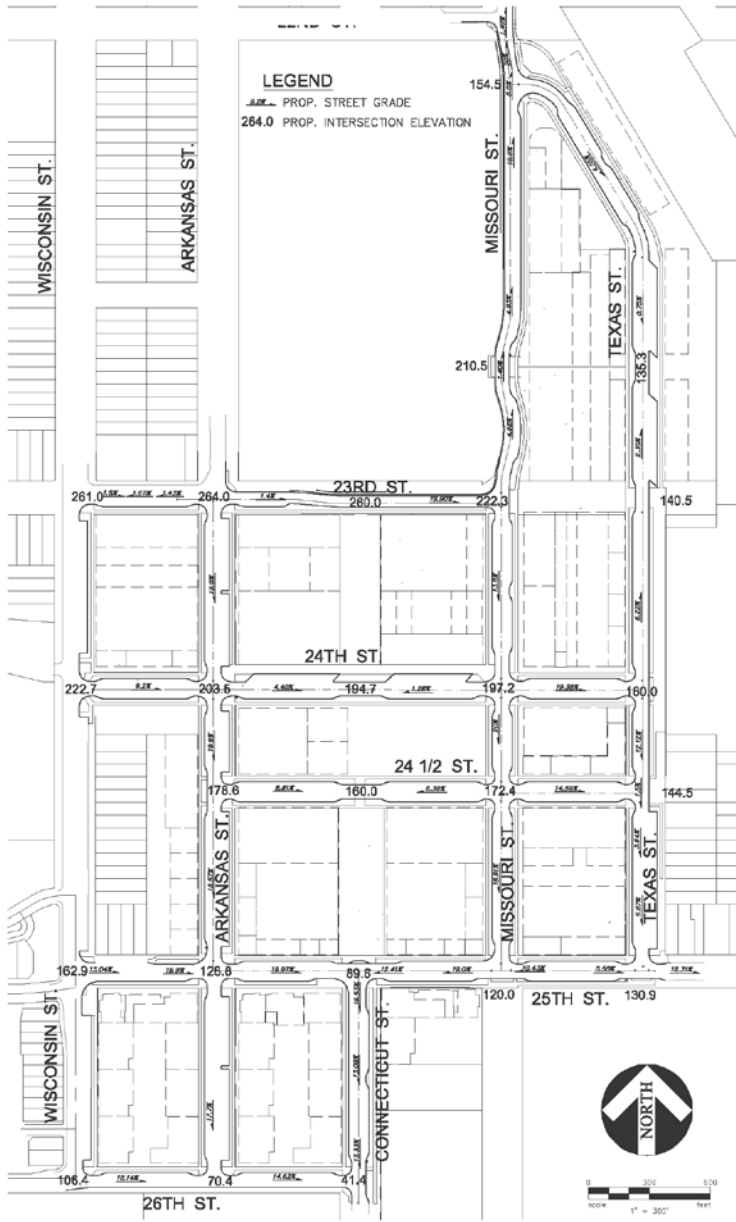


FIGURE 8.1 CONCEPTUAL POTABLE WATER SYSTEM MAP

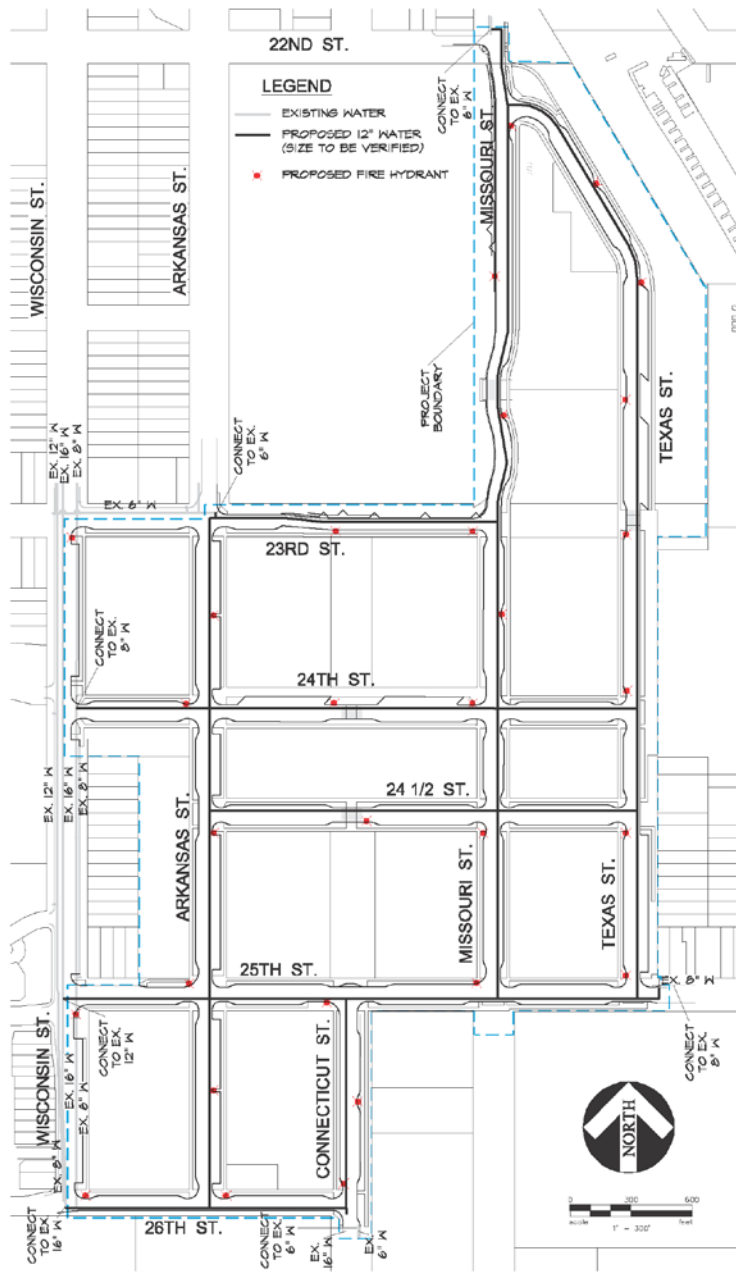


FIGURE 8.2 TYPICAL UTILITY SECTIONS WITHIN PUBLIC STREETS

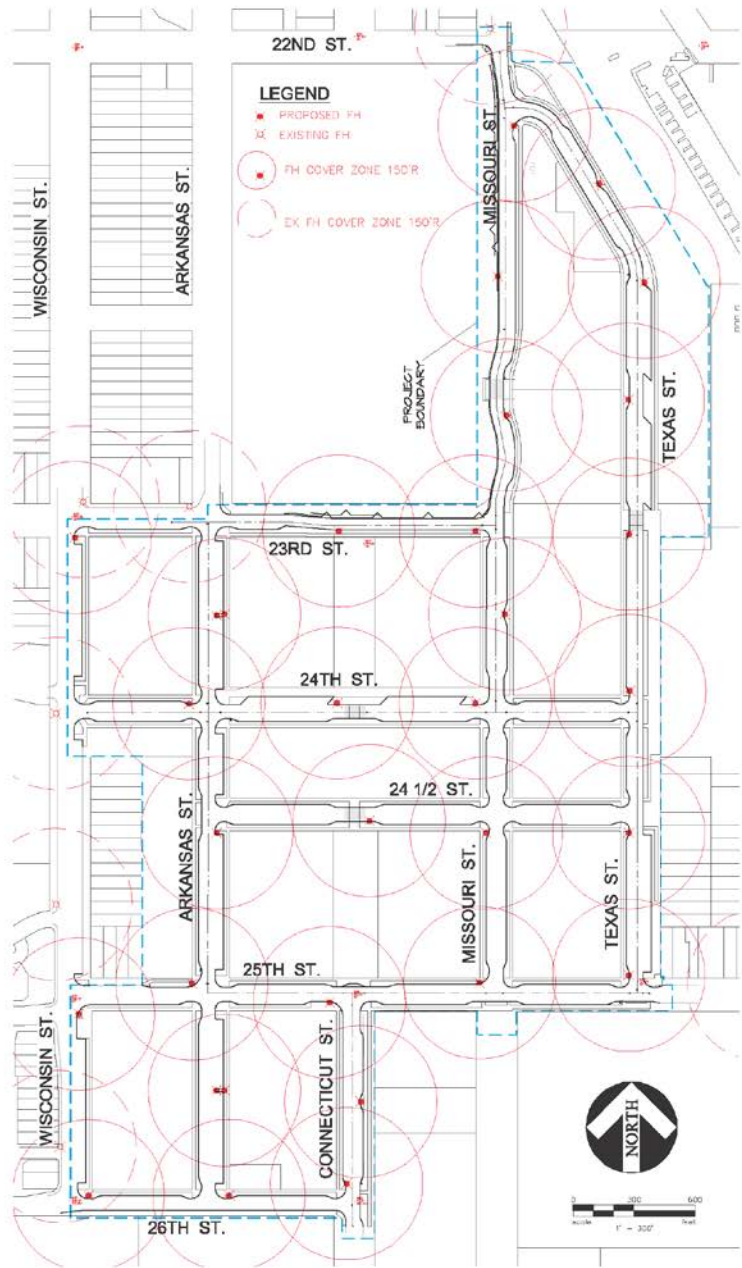


FIGURE 9.1 CONCEPTUAL COMBINED SEWER SYSTEM

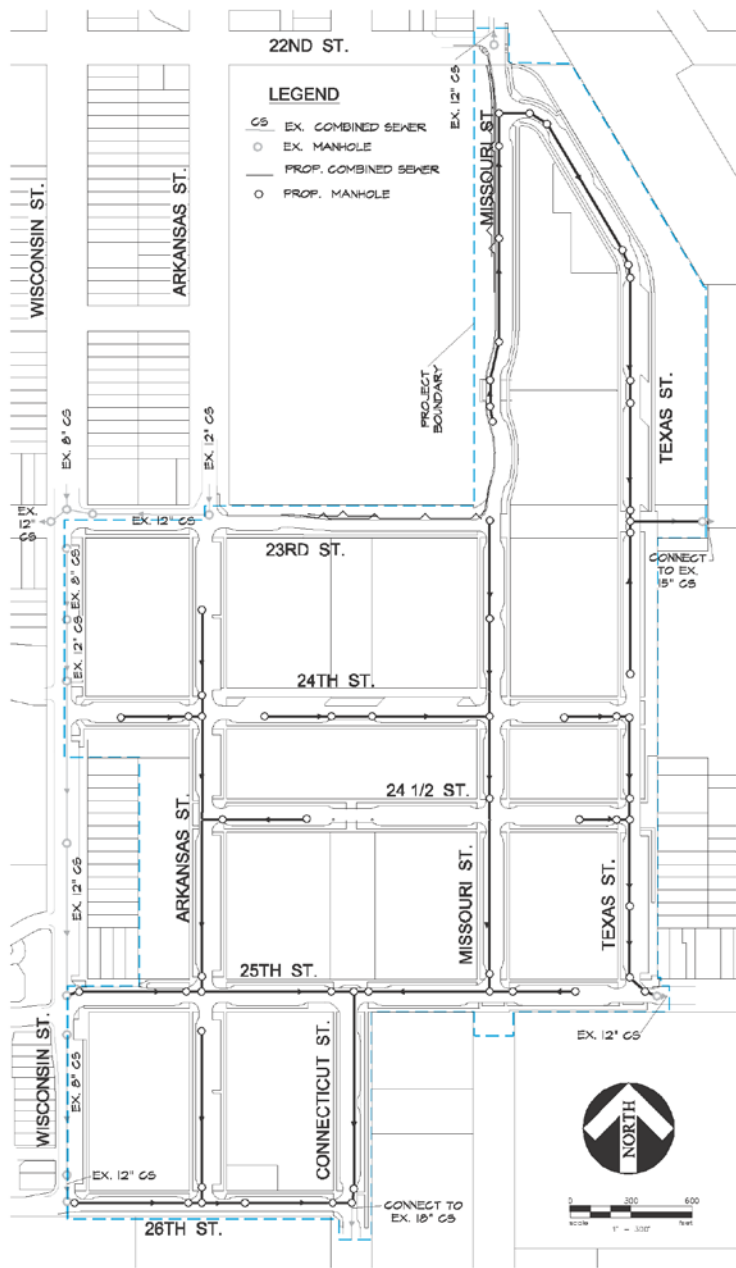


FIGURE 10.1 CONCEPTUAL AWSS SYSTEM DIAGRAM

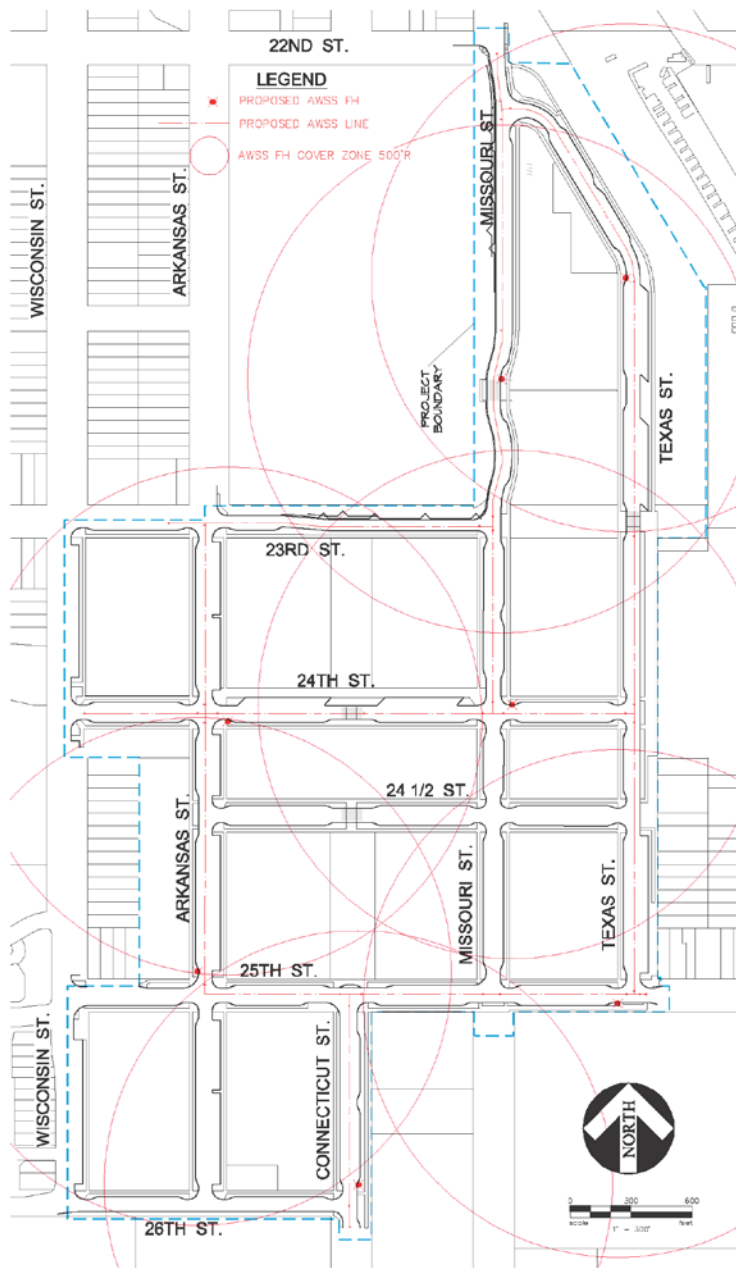




FIGURE II.1 CONCEPTUAL STORMWATER MASTER PLAN

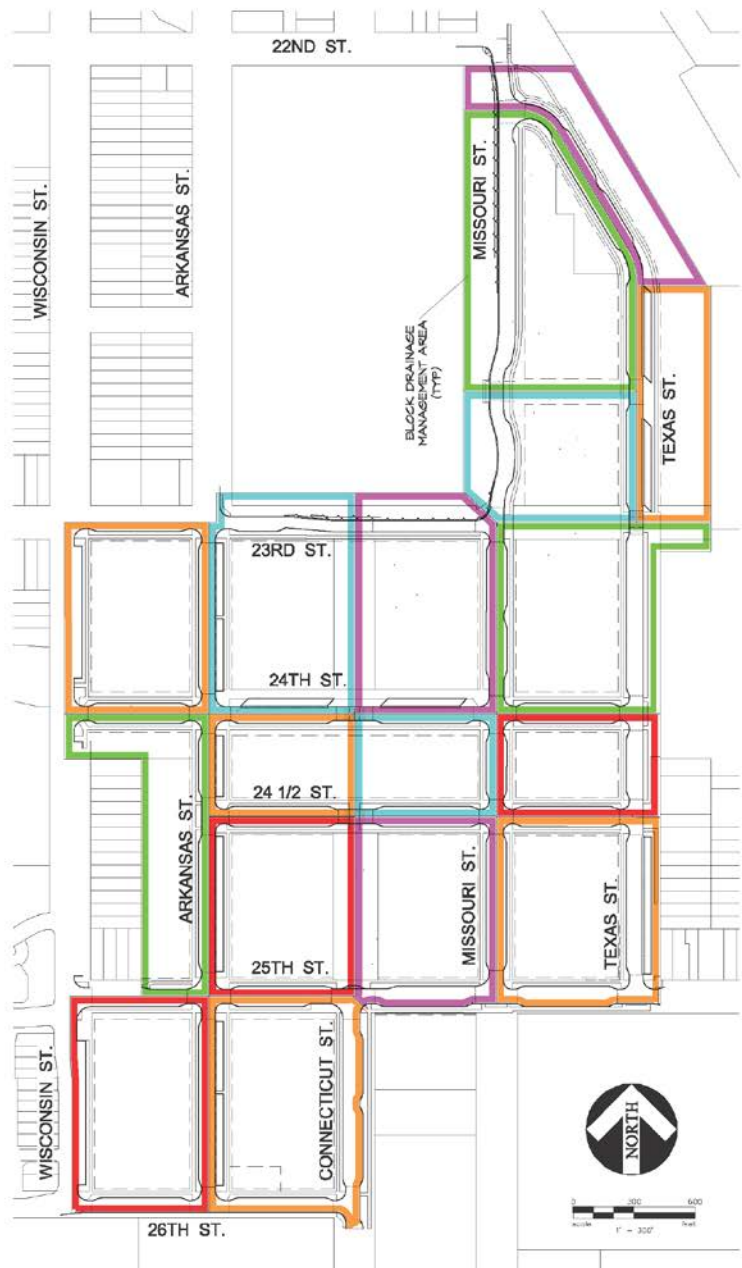
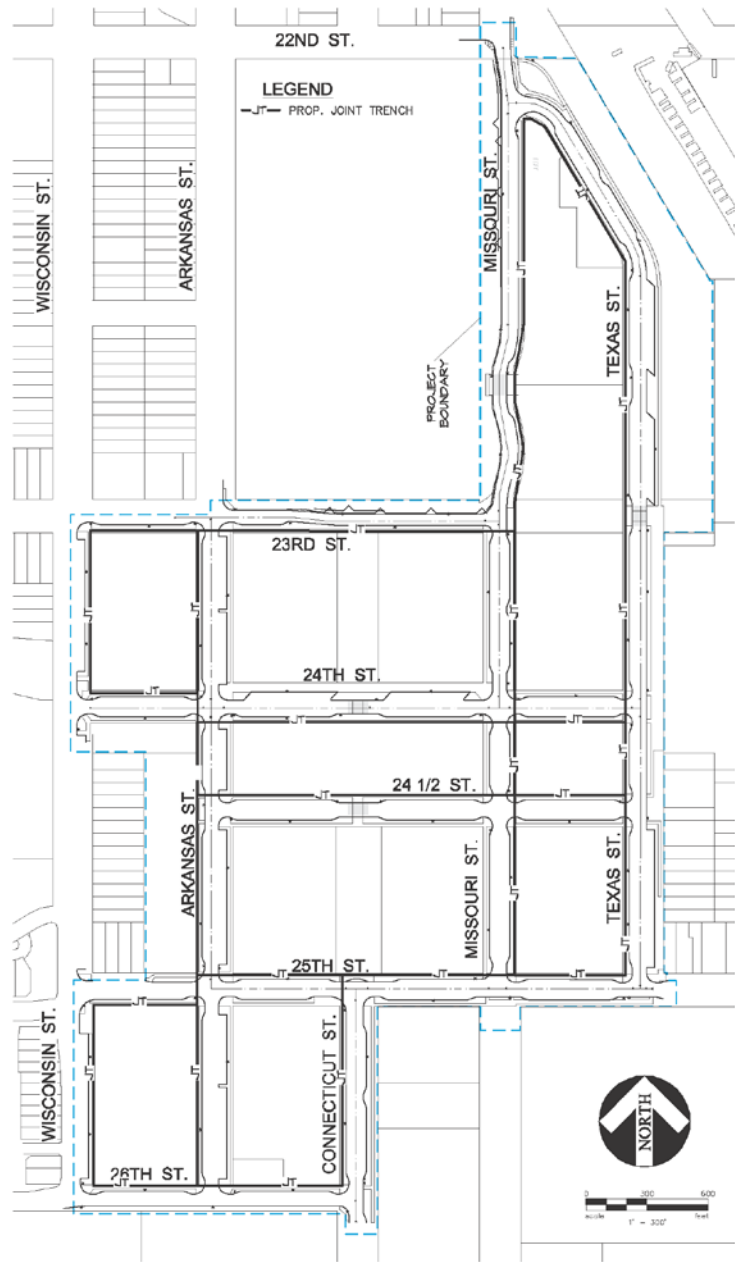


FIGURE 12.1 CONCEPTUAL JOINT TRENCH PLAN



**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 BRIDGE-POTRERO COMMUNITY ASSOCIATES LLC**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the  
“Assignment”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between  
\_\_\_\_\_, a \_\_\_\_\_ (“Assignor”) and \_\_\_\_\_, a  
\_\_\_\_\_ (“Assignee”).

**RECITALS**

A. Potrero Community Associates, LLC, a \_\_\_\_\_ (“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 (the “**Development Agreement**”)  
dated as of \_\_\_\_\_, 2016 for reference purposes, 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]*

B. 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.

C. 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.

D. 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:

1. Defined Terms. Initially capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Development Agreement.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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]*

7. 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.

8. Notices. The notice address for Assignee under Section 15.11 of the Development Agreement shall be:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

9. 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.

10. 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**





# **Potrero HOPE SF**

Case No. 2010.0515 E GPA PCT PCM DEV GEN SHD

Attachment No. 7

Section 295 Findings





# SAN FRANCISCO PLANNING DEPARTMENT

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## DRAFT Planning Commission Motion No. Potrero - Section 295

HEARING DATE: NOVEMBER 17, 2016

*Date:* November 11, 2016  
*Case No.:* 2010.0515 E GPA PCT PCM DEV GEN SHD  
*Project Address:* **Potrero Hope SF Master Plan Project**  
*Zoning:* RM-2 (Residential – Mixed, Moderate Density)  
40-X Height and Bulk Districts  
Showplace Square/Potrero Area Plan  
*Block/Lot:* Assessor's Block 4167/ 004 and 004A; 4220A/ 001; 4222A/, 001; 4285B/ 001,  
4223/ 001; 4287/001A and 007  
*Project Sponsor:* BRIDGE Housing Corporation  
600 California Street, Suite 900  
San Francisco, CA 94108  
*Staff Contact:* Mat Snyder – (415) 575-6891  
[mathew.snyder@sfgov.org](mailto:mathew.snyder@sfgov.org)

Recommendation: Adopt Findings

**ADOPTING FINDINGS THAT THE NET NEW SHADOW FROM THE PROPOSED PROJECT AT THE POTRERO HOPE SF PROJECT SITE WILL NOT HAVE AN ADVERSE IMPACT ON POTRERO RECREATION CENTER, 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).

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

Reception:  
**415.558.6378**

Fax:  
**415.558.6409**

Planning  
Information:  
**415.558.6377**

In 2008, Bridge 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 Potrero Terrance and Annex and surrounding Potrero Hill 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. Bridge Housing is also the Master Developer for the site.

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 Potrero HOPE SF Master Plan Project ("The Project") is located on the southern and eastern slopes of Potrero Hill and is generally bounded by 22<sup>nd</sup> Street and the Potrero Recreation Center to the north, Wisconsin Street to the west, 25<sup>th</sup> and 26<sup>th</sup> Streets to the South and Texas and Missouri Streets to the east. The San Francisco Housing Authority currently owns and operates 600 units on approximately 38 acres (including streets) site.

The Project includes demolition of all existing units, vacation of 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 site would feature a new "Main Street" along a newly established segment of 24<sup>th</sup> Street. This new segment of 24<sup>th</sup> Street would be aligned with commercial and community uses, and parks and open space.

The Project is a mixed use, mixed income development with several components: (1) construction of public infrastructure to support the Project; (2) development of privately owned low-income affordable housing on affordable parcels including Housing Authority replacement units and in accordance with an affordable housing plan; (3) development of private market rate residential projects on market rate parcels; and (4) development of community improvements (e.g. 3.5 acres of open space areas, community facilities) throughout the Project. At completion, the Project would include up to 1,700 units, including low-income affordable housing (a minimum of 774 units including at least 619 Housing Authority replacement units) and market rate units (approximately 800 units). The Project also includes approximately 15,000 gross square feet of retail, and 30,000 gross square feet of community serving uses.

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 November 10, 2010, the Department issued a Notice of Preparation of an Environmental Impact Report ("NOP") for the Project. On November 5, 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 November 7, 2014 through January 7, 2015. The Planning Commission held a public hearing on December 11, 2014 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 October 8, 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 have been made available for review by this Commission and the public. These files are available for public review at the Planning Department at 1650 Mission Street, and are part of the record before this Commission.

On December 10, 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. 2008.0091E, 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 December 10, 2015, the Planning Commission reviewed and considered the Final EIR/EIS for the Potrero 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 December 10, 2015, 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").

On December 10, 2015, by Motion No. 19530, 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.

On December 10, 2015, by Motion No. 19531, the Commission adopted findings regarding the Project's consistency with the General Plan and Planning Code Section 101.1.

On November 2, 2016, the Capital Committee of the Parks and Recreation Commission, at a duly noticed meeting, adopted Motion No. \_\_\_\_ recommending to the full Recreation and Parks Commission that they adopt a Resolution authorizing the General Manager of the Recreation and Parks Department to recommend to the Planning Commission that the shadows created by the Project would not have an adverse impact on Potrero Recreation Center.

On November 17, 2016, the full Recreation and Parks Commission, at a duly noticed meeting, adopted Resolution No. \_\_\_\_ authorizing the General Manager to recommend to the Planning Commission that shadows created by the Project would not have an adverse impact on Potrero Recreation Center.

## **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. Shadow impacts of the Project were studied as a part of the EIR/EIS pursuant to Planning Department procedures for studying shadow impacts under Planning Code Section 295.
3. The Project Site is adjacent to the southern and eastern perimeters of the Potrero Hill Recreation Center property. Multiple Project buildings built over time and during different phases will introduce new shade onto the park property. A summary of the quantitative and qualitative shadow impacts as well as an image of the largest shadow footprint is attached. [See Attachment A]

4. *Time of Day and Year of Project Shadow.* Upon project completion, new shadows would occur during the morning hours during the spring and summer months. Starting in the fall the morning shade will increase throughout the day until reaching its maximum length of eight hours of new shade (all day) on the winter solstice (i.e., December 20th). The Project would cast a shadow on Potrero Hill Recreation Center throughout the year; there are no days without new shadow.
5. *Amount of Project Shadow.* The existing Theoretically Annually Available Sunlight (TAAS) for the Potrero Hill Recreation Center property is 1,546,911,552 square foot hours (sfh). The existing annual shade onto the park property, mainly from the Recreation Center building itself and not including trees, is 10.06% of the TAAS. The Potrero HOPE SF Project, upon completion, would shade an additional 0.91% of TAAS annually.
6. *Location of Project Shadow.* The new shadow would be cast on the walking paths along the northeastern edge of the property in the morning that are currently shaded by large trees at least 30 feet in height. The Project would also cast new shade along the southern edge of the ballfield along the right foul line in the morning and afternoon in the fall in winter.
7. *Project Shadow Impact on Park.* The greatest shadow effect would occur during winter when the days are shortest and outdoor use of the park is generally at its lowest rate. The shadows from the Project would not reach active recreational areas of the dog play area, community orchard, picnic area, playground, basketball or tennis courts, or the recreation center building. The potential shadow would not substantially affect the use the walking paths due to the fact they are currently shaded by trees. The ball park is primarily used during the afternoon due to work and school schedules, and during baseball season, which occurs during the spring/summer. This area of the park would not be significantly affected because the project shadow occurs primarily during winter months and morning hours. Further, the new shadow in the afternoon on the southern edge of the Park would only shade the perimeter of the ballfield along the right foul line, and not the interior of the play area.
8. *Cumulative Shading Analysis.* There are no past, present, or reasonably foreseeable future projects in the vicinity of the project site that would cast substantial cumulative shadow on the Potrero Hill Recreation Center property.

## 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. 2010.0150SHD, that the net new shadow cast by the Project on Potrero Recreation Center will not be adverse to its 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

**DRAFT Resolution No.**  
**Date: November 17, 2016**

**2010.0515 E GPA PCT PCM DEV GEN SHD Hearing**  
**Potrero HOPE SF Master Plan Project**  
**Adoption of Shadow Findings**

studied under the Shadow Analysis described here is, by extension, found not to be adverse and, therefore, a separate shadow application and analysis shall not be required 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:

NAYES:

ABSENT:

ADOPTED:



34 Corte Madera Ave  
Mill Valley, CA 94941

June 17, 2014

TO: Charmaine Curtis  
Curtis Development & Consulting  
3934 Cesar Chavez Street  
San Francisco, CA 94131

Erin Efner  
ICF International  
620 Folsom Street, 2<sup>nd</sup> Floor  
San Francisco, CA 94107

**SUBJECT: Potrero HOPE SF Master Plan EIR/EIS Shadow Analysis**

## **INTRODUCTION**

CADP has performed technical shadow analysis for Potrero HOPE SF Master Plan EIR/EIS Project in order to determine potential shadow impacts on the publicly owned open space of Potrero Hill Recreation Center Park. This analysis is based on project information provided by Van Meter Williams Pollack, BRIDGE Housing and ATKINS Global in conjunction with data developed exclusively by CADP.

The purpose of this shadow analysis is to measure, quantify and discuss any potential shadow impacts associated with the development of residential, community and retail/flex under the Potrero HOPE SF Master Plan EIR/EIS (the "Project") on the neighboring Potrero Hill Recreation Center Park, which is under the jurisdiction of the Recreation and Park Department and is a protected open space under the Sunlight Ordinance, *Section 295* of the San Francisco Planning Code. Because the proposed Project would allow for structures greater than 40 feet in height, under *Planning Code Section 295*, a shadow analysis is required.

CADP has also been requested to analyze the shadow impacts of a project alternative where all structures would be limited to a height of 40 feet. In that instance, a shadow analysis would not be required under *Planning Code Section 295*; however, a technical study would be required to assess shadow impacts for the purposes of the California Environmental Quality Act ("CEQA"). A comparison of the impacts of the proposed project and project alternatives is also included.

## **BACKGROUND ON PLANNING CODE SECTION 295**

*Planning Code Section 295* was adopted in 1985 in response to voter-approved Proposition K which required the Planning Commission to deny approval of any structure greater than 40 feet in height that cast a shadow on property under the jurisdiction of the Recreation and Park Department, unless the Planning Commission found the shadow would not be adverse. To implement *Planning Code Section 295* and Proposition K, the Planning Commission and Recreation and Park Commission in 1989 jointly adopted a memorandum establishing qualitative criteria for evaluating shadow impacts as well as Absolute Cumulative Limits ("ACL") for certain parks. ACLs are "shadow" budgets that establish absolute cumulative limits for additional shadows expressed as a percentage of Theoretically Available Annual Sunlight ("TAAS") on a park with no adjacent structures present. To date, ACL standards have been established for fourteen (14) downtown parks. An ACL standard has not been adopted for Potrero Hill Recreation Center Park.

The 1989 Memorandum sets forth qualitative criteria to determine when a shadow would be significant as well as information on how to quantitatively measure shadow impact. Qualitatively, shadow impacts are evaluated based on (1) existing shadow profiles, (2) important times of day, (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. Quantitatively, new shadows are to be measured by the additional annual amount of shadow-square foot-hours as a percent of TAAS. Where an ACL has not been adopted for a park, the Planning Commission's decision on whether a



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structure has a significant impact on property under the jurisdiction of the Recreation and Park Department is based on a review of qualitative and quantitative factors.

## **PROPOSED PROJECT**

### **Site Description and Current Use**

The Project site is a 39-acre site located on Assessor's Block 4167, Lots 004, 004A, 4220A, 4222A and 4285B and Assessor's Block 4223, Lot 001, in San Francisco, California. It is on the southeastern border of the Potrero Hill neighborhood, approximately one and a half blocks (0.2 miles) west of Interstate 280 (I-280), four blocks (0.3 miles) east of US 101, and two blocks (0.37 miles) north of Cesar Chavez Street. It bordered the Potrero Hill Recreation Center to the northwest and sits along a ridge paralleling Pennsylvania Street to the east.

The Project site is generally downward sloping from north to south with a difference in grade across the site of over 225 feet. The lowest elevation occurs to the south at the intersection of 26<sup>th</sup> Street and Connecticut Street, which is at 40 feet above mean sea level (msl), and the highest elevation occurs to the north at the intersection of 23<sup>rd</sup> Street and Arkansas Street, which is at 265 feet above msl.

The Project site is the location of two of the oldest public housing developments in San Francisco, Potrero Terrace and Potrero Annex. These two public housing developments were constructed in 1941 and 1955 and house a population of approximately 1,200 people. The structures on the Project site include 61 residential buildings, an administrative office at the northeast corner of 25<sup>th</sup> Street and Connecticut Street, and a Family Resource Center and child care center. All existing buildings are two to three stories or up to 24 to 34 feet in height.

### **Surrounding Property and Neighborhood**

The Project site is surrounded by a variety of uses including residential, commercial, industrial and recreational. The Potrero Hill Recreation Center is located to the north and northwest with the recreation center building up to 35 feet in height. To the north, along 23<sup>rd</sup> Street, single and multi-family residences exist at a height of up to three stories or approximately 34 feet in height. To the west along Wisconsin Street single and multi-family residences exist at a height of two to three stories or up to 24 to 34 feet in height. Starr King Elementary School is also located to the west along Wisconsin Street and is up to three stories or approximately 34 feet in height. Industrial uses exist to the south and are generally one to two stories or up to approximately 14 to 24 feet in height. Finally, across Texas Street to the east, industrial as well as single and multi-family residences exist up and vary in height from single story to up to five stories or approximately 14 to 45 feet in height.

### **Project Description**

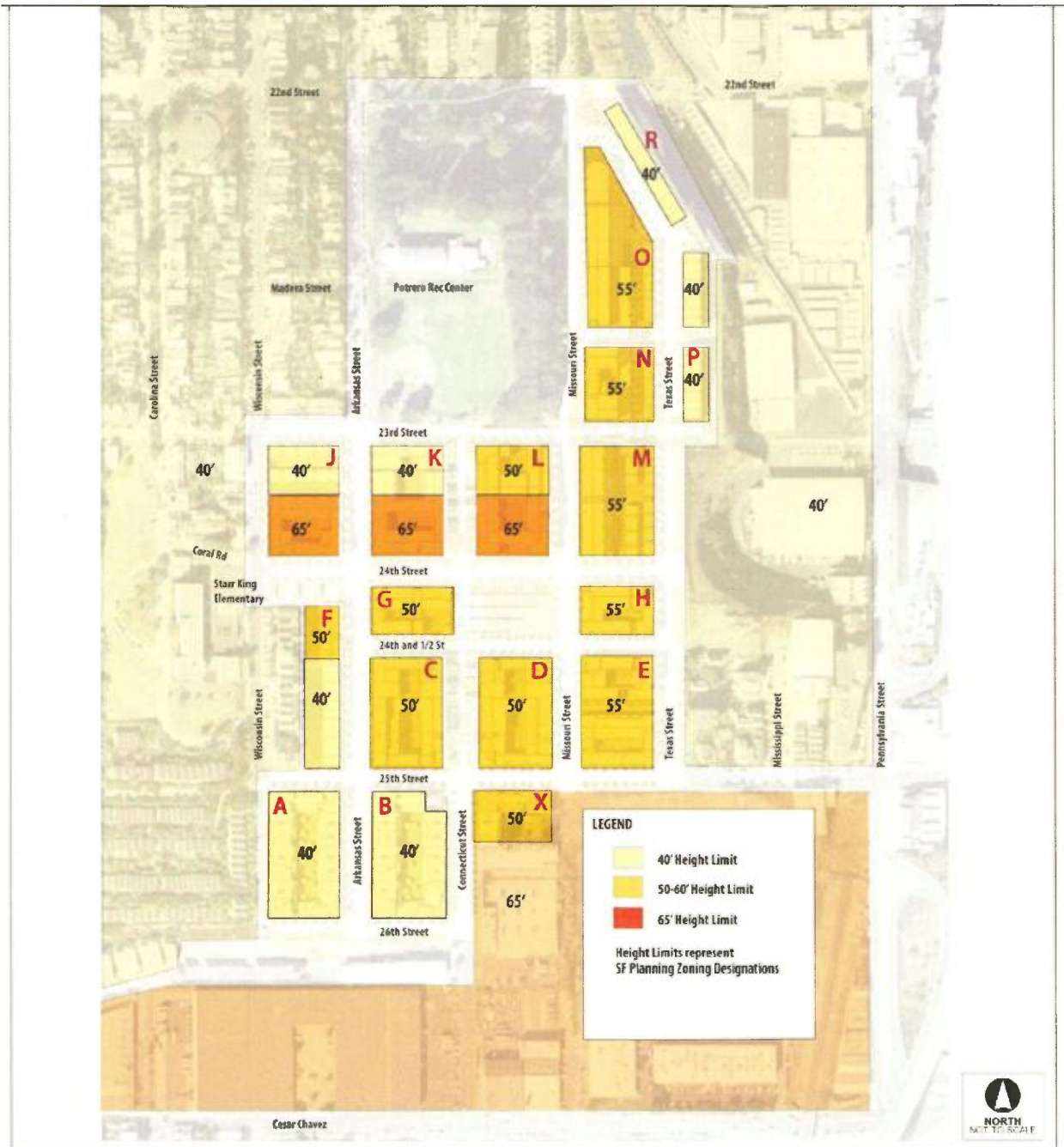
The proposed Project is a partnership between the Mayor's Office of Housing and the San Francisco Housing Authority to redevelop the extant Potrero Terrace and Potrero Annex public housing developments. The Project proposes to demolish the existing structures and develop up to 1,700 residential units<sup>1</sup>, up to 30,000 square feet of retail/flex space, and up to 50,000 square feet of community space.<sup>2</sup> The height of the proposed structures is between three to six stories or up to 40 to 65 feet in height. The remainder of the Project site would be used for parking and circulation and open space. Building heights referred to in **Figure 1**.

---

<sup>1</sup> The residential buildings would consist of townhomes, townhomes over flats, and stacked flats. The townhomes would range from two to three stories in height and the flats would be single-story units stacked vertically with other flats or townhomes.

<sup>2</sup> The final number of units is dependent on the unit mix. The Project is proposing to construct up to 100 affordable senior units, up to 970 affordable units (including up to 620 replacement public housing units), and up to 630 mixed-income units.





SOURCE: Van Meter Williams Pollack LLP., 2012.

**FIGURE 1**

Because the Project proposes a structure greater than 40 feet in height, a shadow analysis under Proposition K is required.

#### POTRERO RECREATION CENTER PARK

Potrero Hill Recreation Center is a 9.542 acre park (approximately 415,680 sf) under the Recreation and Park Department jurisdiction, located in the Showplace Square/Potrero Hill Area of the Eastern Neighborhoods Planning





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Area. . It is bounded by 22nd Street to the north, Dakota Street to the south and Arkansas Street to the west. To the east it is bounded by Missouri Street and the Potrero Terrace/Annex public housing site. A google earth image of Potrero Hill Recreation Center with programming elements identified is included below as **Figure 2**.

Potrero Hill Recreation Center includes a children's playground, baseball/softball/soccer fields, two tennis courts, a basketball court, a designated dog play area, picnic tables and an indoor recreation center that includes an auditorium, stage, computer room and gym. Mature trees that vary in height from approximately 10 to 30 feet exist along the perimeter of the park with large concentrations in the eastern and northern perimeters.

The indoor recreation center is open from 9:00 a.m. till 9:00 p.m. Tuesday thru Friday, and on Saturday from 9:30 a.m. till 5:00 p.m. The center and the park are locked and closed on Sunday and Monday. There is a gate on site restricting access to the outdoor areas of the park which is unlocked during the hours of the recreation center operations from 5:00 a.m. to midnight, except on Saturdays when the gate is locked at 5pm. All park hours are enforced by Park Patrol.

Potrero Hill Recreation Center Park is an active and heavily used recreation park. It includes a regulation baseball field, pedestrian pathways, a dog run, basketball courts, tennis courts, a recently renovated playground, an indoor recreation center, an outdoor tot lot and corresponding open space and seating areas. Given the variety of amenities at the park, it is used throughout the day by a range of groups and individuals. For example, in the morning the playground and tot lot are likely used by parents, guardians and caregivers while the dog run is used by those seeking to exercise their dogs prior to school or work. Depending on the weather, the tennis and basketball courts may be reserved or used for pick-up games while the pedestrian pathways and open space areas may be used for programmed or un-programmed exercise. The recreation center is used throughout the day for various recreation programs. Finally, the baseball field is likely used predominately in the afternoons (i.e., after-school) and on the weekends for games and practice. Because of the variety of recreational opportunities at the Potrero Hill Recreation Center Park, there is "general" most important time of day. The baseball fields are most active during the afternoons after school/work when organized activities are scheduled (i.e., baseball games and practices).



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SOURCE: ICF, 2014.

FIGURE 2.

#### METHODOLOGY FOR ANALYSIS

CADP prepared a shadow analysis to quantify the amount of new shadow that would be cast by the proposed Project on Potrero Hill Recreation Center Park. The analysis was conducted based on a “solar year” to provide a sample of representative sun angles throughout the entire calendar year. The solar year is from June 21<sup>st</sup> through December 20<sup>th</sup>. The sun angles during the “other” side of the calendar year, or December 21<sup>st</sup> through June 20<sup>th</sup>, mirror the solar year sun angles. **Since the angles are mirrored, an analysis of the “other” time period is not conducted and, instead, a multiplier is used to put the sample results into calendar year units. Using a multiplier does not change the percentages.** For purposes of this report, a table of mirror dates has been prepared and is attached as Exhibit A.





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Where a particular date is identified in this report, the mirror date is also noted in *italics*. For purposes of the analysis, time was measured in decimal hours at 15 minute intervals from sunrise plus 1 hour to sunset minus 1 hour.

## **SUMMARY OF FINDINGS**

Potrero Hill Recreation Center Park has 1,546,911,552.00 square foot hours of Theoretically Available Annual Sunlight ("TAAS"), which is the amount of theoretically available sunlight on the park, annually, if there were no shadows from structures, trees, or other facilities. Shadows currently exist on the Potrero Hill Recreation Center Park, predominately in the morning and midday hours along the southern and eastern boundaries of the park. The existing shadow load for the Potrero Hill Recreation Center Park is 155,558,367.16 square foot hours, annually. This is 10.06% of the total TAAS for the Potrero Hill Recreation Center Park.

Shadow projection graphics are provided below to depict how shadows from both the existing buildings and the proposed buildings move throughout the day on the solstice and equinox. Existing shadows are shown in light grey and the potential shadows are shown in a bold black line. If any area of available sunlight is intersected by the shadow outline of one or both of the proposed projects, it is filled with a dark grey color. This dark grey color represents the net new shadow area or the area in which the proposed projects could create new shadow where sunlight currently exists.

CADP's analysis pursuant to Proposition K shows that the proposed Project would add 13,333,356.54 new square foot hours of shadow on the park. This is a 0.911% increase in shadow as a percentage of TAAS. The new shadow shifts from being only in the morning during the spring and summer to morning and afternoon shadows in the fall and winter. An excel spreadsheet summarizing the findings of the shadow analysis is attached as [Exhibit B](#). The complete set of graphical depictions of the shadow on an hourly basis from sunrise +1 hour until sunset -1 for four days; the Summer Solstice (June 21<sup>st</sup>), the Winter Solstice (December 21<sup>st</sup>) and the Spring/Fall Equinox (March 21/September 21), as well as the complete data findings are provided under separate cover.<sup>3</sup> Depictions of the "worst day" are also attached to this report as [Exhibit C](#).<sup>4</sup> A summary of these findings is set forth below.

### **SUMMARY OF EXISTING SHADOW**

Annual Available Sunlight (TAAS), based on City's AAS Factor	1,546,911,552.00 sfh
CADP Annual Existing Shadows on Park	155,558,367.16 sfh
<b>Percentage of Existing Shadow on Park against TAAS</b>	<b>10.06%</b>

### **SUMMARY OF NET NEW SHADOW**

cadp annualized net new shadow	13,333,356.54 sfh
Annual Available Sunlight (TAAS), based on City's AAS Factor	1,546,911,552.00 sfh
<b>Annual Shadow Increase as a Percentage of AAS</b>	<b>0.91082%</b>

For the purposes of the Section 295 analysis, shadow impacts are calculated based on square foot hours recorded. To ensure a complete and accurate description of the proposed project's potential shadow impacts, this analysis identifies the days when the shadow cast by the proposed project: (1) would be at its largest size by area, and (2) would result in the overall greatest shadow impact in terms of size and duration (i.e., the maximum net new shadow as measured in shadow foot hours). The "worst day" is the day with the maximum net new shadow.

<sup>3</sup> A copy of the graphics and data findings is available for review at the San Francisco Planning Department, 1650 Mission Street, Suite 400, as part of Case File No. 2010.0515E.

<sup>4</sup> Depictions included in [Exhibit C](#) are numbered and individually referenced in this report.



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The maximum net new shadow or **“worst shadow day”<sup>5</sup> would occur on December 20<sup>th</sup>** (See Exhibit C.1 through C.9). On December 20<sup>th</sup>, the proposed Project would cast new shadow on Potrero Hill Recreation Center Park throughout the day from sunrise +1 hour till sunset -1 hour. On that day, the new shadow load on Potrero Hill Recreation Center Park would be 82,825.80 square foot hours. The largest new shadow by area would also occur on December 20<sup>th</sup> at sunrise +1 hour. (See Exhibit C.9). At that time, on that day, the new shadow cast by the proposed Project would be 85,587.16 square feet.

As shown in Exhibits C, the proposed Project would increase the shadow load on the Potrero Hill Recreation Center Park along the southern and eastern boundaries of the park potentially covering portions of the walking paths and the southern edge of the ball field and along the eastern edge of the park. New shadows cast would occur during the morning hours during the spring and summer months, increasing throughout the day starting in the fall and winter until reaching its maximum on the Winter Solstice (i.e., December 20<sup>th</sup>).



Figure 2

Because the proposed Project would cast new shadow on the Potrero Hill Recreation Center Park, under *Planning Code Section 295*, the Planning Commission can only approve the structure if it finds that the net new shadow is not adverse. The 1989 Memorandum sets forth quantitative and qualitative criteria to assist the Planning Commission in reaching their determination as to whether the net new shadow is adverse. The quantitative and qualitative criteria are described below.

## SHADOW ANALYSIS

<sup>5</sup> The “worst shadow day” is the day where the shadow fan and duration would result in the longest shading of Potrero Hill Recreation Center Park by the proposed project.



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## Quantitative Criteria

### Size of Park

The 1989 Memorandum set forth different recommendations for permitted additional shadow load based on the size of the park. Parks greater than two acres are considered larger parks. The Potrero Hill Recreation Center Park is 9.542 acres (415,675 sq ft), and this is considered a “larger park.”

### Existing Annual Available Sunlight – Existing Shadow Profiles

Based on the City’s TAAS, the park has 1,546,911,552.00 square foot hours of sunlight available annually. Under existing conditions, the Potrero Hill Recreation Center Park is being shaded 10.06 percent of the time and has an existing shadow load of 155,558,367.16 square foot hours.

The existing shadow on the Potrero Hill Recreation Center is being caused by the recreation center building located within the park. That building is approximately 25 feet high and casts a shadow across the park throughout the year.

### Proposed Annual Available Sunlight

The proposed project would reduce the annual available sunlight on the Potrero Hill Recreation Center Park by 0.91 percent. This is a 13,333,356.54 square foot hour reduction of sunlight resulting in a total shadow load on the park of 168,891,723.70 square foot hours. The proposed project would result in a total shadow load on the park of 10.92 percent. These findings are presented in **Table 1** below, and summarized in **Exhibit B**. A complete copy of the findings is included under separate cover.<sup>6</sup>

<b>Table 1. SHADOW on POTRERO HILL RECREATION CENTER PARK</b>				
	<b>Available</b>	<b>Existing Shadow</b>	<b>New Shadow</b>	<b>TOTAL SHADOW</b>
<b>SQ. FT. HOURS</b>	1,546,911,552.00	155,558,367.16	13,333,356.54	168,891,723.70
<b>PERCENT</b>	100	10.06	0.91	<b>10.97</b>

### Recommended Permitted Additional Shadow

Under the 1989 Memorandum, larger parks (more than 2 acres) that are shadowed less than 20% of the time during the year, an additional 1.0% of shadow is recommended, as permitted, if the specific shadow meets the additional qualitative criteria. The Potrero Hill Recreation Center Park is considerably larger than two acres. It is currently shadowed 10.06% of the time. The proposed Project would add 0.91 percent new shadow.

## Qualitative Criteria

### Time of Day (morning, mid-day, afternoon) – Important Times of Day

The proposed Project would cast shadow on the Potrero Hill Recreation Center Park in the morning hours during the spring and summer from March 15<sup>th</sup> to September 27<sup>th</sup>. During these months, the shadow would begin at sunrise +1 hour with all shadow being gone from the park by 9:45 a.m. or earlier. The range of times for Sunrise +1 hour is 6:46 a.m. (occurs on June 21<sup>st</sup>) to 8:03 a.m. (occurs on March 15<sup>th</sup>/September 27<sup>th</sup>) and the range of times when the shadow is gone from the park is 8:30 a.m. (occurs on June 21<sup>st</sup>) to 9:45 a.m. (occurs on March 15<sup>th</sup>/September 27<sup>th</sup>). Starting in October 4<sup>th</sup> March 8<sup>th</sup> shadows occur in the final hour of the day, sunset -1hr. expanding to throughout the entire day by December 20<sup>th</sup>.

<sup>6</sup> A copy of the data findings is available for review at the San Francisco Planning Department, 1650 Mission Street, Suite 400, as part of Case File No. 2010.0515E.





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The proposed Project would also cast a shadow on the Potrero Hill Recreation Center Park in the morning and evening hours during the fall and winter from October 4<sup>th</sup> to March 8<sup>th</sup>. From October 4<sup>th</sup> to November 8<sup>th</sup> (*February 1<sup>st</sup> to March 8<sup>th</sup>*), there is a break between the morning and evening shadow with no shadow occurring for 2 hours 45 minutes (November 8<sup>th</sup>/*February 1<sup>st</sup>*) to 7 hours (October 4<sup>th</sup>/*March 8<sup>th</sup>*) during the day. The shadow however grows longer during these months and by November 15<sup>th</sup> a shadow occurs on the park throughout the day, or until sunset -1 hour. In fact, from November 15<sup>th</sup> to January 25<sup>th</sup>, a shadow occurs on the park throughout the day. A break in the morning and evening shadow occurs once again starting on February 1<sup>st</sup> and leaves the park altogether in the afternoon starting on March 15<sup>th</sup>. Important times of the day for the baseball fields are likely to be weekday afternoons when organized activities are most likely to occur (e.g., baseball games and practices).

The proposed Project never casts a shadow on the Potrero Hill Recreation Center Park when it is not already shadowed by the existing recreation center structure.

#### Time of Year (Spring, Summer, Fall, Winter) – Important Times of Year

The proposed project casts a shadow on Potrero Hill Recreation Center Park throughout the year.<sup>7</sup> The largest shadow cast by area is on December 20<sup>th</sup> at sunrise +1 hour. The worst shadow day in terms of size and duration is also December 20<sup>th</sup>.

According to the Recreation and Park Department, the park and its various amenities have a consistent demand throughout the year.<sup>8</sup> However, for some amenities, demand is heavier depending on the season. For example, during the winter, the basketball court in the Recreation Center Building is booked on most days. Similarly, the baseball fields are booked many weekdays and most weekends during the spring and summer baseball season. After-school activity groups and summer camps actively use the Potrero Hill Recreation Center Park. An example of the type of activities that occur at the park is included in the attached schedule, which is included as Exhibit D.

San Francisco has a temperate climate that allows recreational spaces to be used year round. The tennis courts, basketball courts, baseball fields, and other amenities are open year-round.

Based on San Francisco's historic weather patterns, the important times of year for Potrero Hill Recreation Center, when individuals are most likely to use the park, are Spring and Fall which historically have the most sunshine and the lowest levels of rain and/or fog. Because the Potrero Hill Recreation Center includes indoor facilities and a dog run, the park is likely to be used year-round.

#### Size of Shadow

The largest shadow cast by the proposed project on the Potrero Hill Recreation Center Park is 85,587.16 square feet on December 20<sup>th</sup> at sunrise +1 hour. At that time, the shadow potentially cast from the Project shades approximately 20.59 percent of the overall square footage of the Potrero Hill Recreation Center Park. Refer to Figure 3.

#### Duration of Shadow

The shadow from the proposed project would occur in the morning starting from sunrise +1 hour and continues for approximately 1.75 hours in the summer months and up to 7.5 hours in the winter. The average duration of the shadow would be 4 hours with the range of duration from approximately 1.5 hours to 7.5 hours.

<sup>7</sup> As noted above under Shadow Methodology, the shadow analysis was based on a solar year using a multiplier to place the results into calendar year units.

<sup>8</sup> Recreation and Park Department, Potrero Hill Recreation Center. Personal Communications with front desk attendant. February 27, 2014.





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### Location of Shadow

The new shadow cast by the proposed Project would be located on the eastern and southern edges of the Potrero Hill Recreation Center Park. These areas primarily include non-programmed open space, pedestrian pathways and the southern side of the ball fields. Large trees over 30 feet in height also currently exist in this area. The proposed Project would shade these areas but new shadows would not reach the playground, tot lot, basketball or tennis courts or the recreation center building. The location of the shadow in relation to the various programmatic elements at the Potrero Hill Recreation Center Parks is shown below in [Figure 3](#) and [Figure 4](#).<sup>9</sup>



Bridge Housing Potrero Annex  
September/March 20 Sunrise +1hr.

CA DP  
11.5.2013  
40' Alternative Shadow Extent

**FIGURE 3**

<sup>9</sup> A complete depiction of the new shadows cast during the solstices and equinox is available for review at the San Francisco Planning Department, 1650 Mission Street, Suite 400, as part of Case File No. 2010.0515E.



## 40 FOOT HEIGHT PROJECT

CADP was asked to calculate the potential shadow impacts of the proposed Project if only 40 foot high structures were allowed in certain areas of the Potrero HOPE SF Master Plan (“Alternative Height Project”).<sup>10</sup>

As noted above, the Potrero Hill Recreation Center Park has 1,546,911,552.00 square feet hours of TAAS. Shadows currently exist on the Potrero Hill Recreation Center Park, predominately in the morning and midday hours and the existing shadow load for the park is 155,558,367.16 square foot hours annually, which is 10.06% of the total TAAS for the Potrero Hill Recreation Center Park.

The 40 Foot Height Project proposed Project would add 5,535,030.73 new square foot hours of shadow on the park. This is a 0.358% increase in shadow as a percentage of TAAS. Under this alternative, the shadow occurs only in the morning during the spring, summer and early fall, and shifts to morning and afternoon shadows in the late fall and winter, but **never results in an all-day shadow on the park**. An excel spreadsheet summarizing the findings of the

<sup>10</sup> As noted above, Planning Code section 295 does not apply to structures that are not greater than 40 feet in height.





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shadow analysis is attached as Exhibit A. The complete set of graphical depictions of the shadow on an hourly basis from sunrise +1 hour until sunset -1 for four days; the Summer Solstice (June 21st), the Winter Solstice (December 21st) and the Spring/Fall Equinox (March 21/September 21), as well as the complete data findings are provided under separate cover.<sup>11</sup> Graphical depictions of the “worst day” are also attached to this report as Exhibit C. A summary of these the findings is set forth below.

#### Summary of Existing Shadow

Annual Available Sunlight (TAAS), based on City's AAS Factor	1,546,911,552.00 sfh
CADP Annual Existing Shadows on Park	155,558,367.16 sfh
<b>Percentage of Existing Shadow on Park against TAAS</b>	<b>10.06%</b>

#### Summary of Net New Shadow – Alternate Height Project

CADP annualized net new shadow	5,535,030.73 sfh
Annual Available Sunlight (TAAS), based on City's AAS Factor	1,546,911,552.00 sfh
<b>Annual Shadow Increase as a Percentage of AAS</b>	<b>0.35781%</b>

While the proposed structures analyzed in the Alternate Height Project do not exceed 40 feet and therefore are not subject to *Planning Code Section 295*, an abbreviated review of the quantitative and qualitative criteria under the 1989 Memorandum is still provided to allow a comparison of the proposed Project and Alternate Height Project. Where a criterion is not discussed, no changes occur as a result of the alternative analysis.

#### Quantitative Criteria - Alternate Height Project

##### Proposed Annual Available Sunlight

The Alternate Height Project would reduce the annual available sunlight on the Potrero Hill Recreation Center Park by 0.358 percent. This is a 5,535,030.73 square foot hour reduction of sunlight resulting in a total shadow load on the park of 161,093,397.89 square foot hours. The proposed project would result in a total shadow load on the park of 10.09 percent. These findings are presented in Table 2 below, and summarized in Exhibit E. A complete copy of the findings is included under separate cover.

Table 2. SHADOW on POTRERO HILL RECREATION CENTER PARK – Alternate Height Project				
	Available	Existing Shadow	New Shadow	TOTAL SHADOW
<b>SQ. FT. HOURS</b>	1,546,911,552.00	155,558,367.16	5,535,030.73	161,093,397.89
<b>PERCENT</b>	100	10.06	0.358	<b>10.09</b>

##### Recommended Permitted Additional Shadow

Under the 1989 Memorandum for larger parks that are shadowed less than 20% of the time during the year, an additional 1.0% of shadow is recommended as permitted if the specific shadow meets the additional qualitative criteria. The Potrero Hill Recreation Center Park is considerably larger than two acres. It is currently shadowed 10.06% of the time. The proposed Alternate Height Project would add 0.358 percent new shadow.

<sup>11</sup> A complete depiction of the new shadows cast during the solstices and equinox for Alternate Height Project is available for review at the San Francisco Planning Department, 1650 Mission Street, Suite 400, as part of Case File No. 2010.0515E.



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### **Qualitative Criteria – Alternate Height Project**

#### Time of Day (morning, mid-day, afternoon)

The proposed Alternate Height Project would cast shadow on the Potrero Hill Recreation Center Park in the morning hours during the spring, summer and early fall from March 15th to September 27th. During these months, the shadow would begin at sunrise +1 hour with all shadow being gone from the park by 9:30 a.m. or earlier. The range of times for Sunrise +1 hour is 6:46 a.m. (occurs on June 21st) to 8:03 a.m. (occurs on *March 15th*/September 27th) and the range of times when the shadow is gone from the park is 8:15 a.m. (occurs on June 21<sup>st</sup>, June 28<sup>th</sup>/*June 14<sup>th</sup>*, July 5<sup>th</sup>/*July 7<sup>th</sup>*) to 9:30 a.m. (occurs on September 27<sup>th</sup>/*March 15<sup>th</sup>*, October 4<sup>th</sup>/*March 8<sup>th</sup>*). Starting in October 11<sup>th</sup>/*March 1<sup>st</sup>* shadows occur in the final hour of the day, sunset -1hr. and expand to all but 2 hours 30 minutes on December 20th.

The proposed Alternate Height Project would cast a shadow on the Potrero Hill Recreation Center Park in the morning and evening hours during the fall and winter from October 11<sup>th</sup> to March 1<sup>st</sup>, but would not result in a shadow being cast throughout the day on the park. The shortest break in the morning and evening shadow occurs on December 20<sup>th</sup> when the morning shadow leaves at 9:45 a.m. and the afternoon shadow begins at 12:15 p.m. All other days the shadow break varies from 2 hours 45 minutes (December 13<sup>th</sup>/*December 27<sup>th</sup>*) to 7 hours 15 minutes (October 11<sup>th</sup>/*March 1<sup>st</sup>*).

#### Size of Shadow

The largest shadow cast by the proposed Alternate Height Project on the Potrero Hill Recreation Center Park is 44,992.24 square feet on December 20th at sunrise +1 hour. At that time, the shadow potentially cast from the project shades approximately 10.25% percent of the overall square footage of the Potrero Hill Recreation Center Park.

#### Duration of Shadow

The shadow from the proposed project would occur in the morning starting from sunrise +1 hour and continues for approximately 1.75 hours in the summer months and up to 7.5 hours in the winter. The average duration of the shadow would be 4 hours with the range of duration from approximately 1.5 hours to 7.5 hours.

#### Location of Shadow

The new shadow cast by the proposed Alternate Height Project shades the same areas of the Potrero Hill Recreation Center Park as the proposed project. A depiction of the difference in shade area is delineated by the red line shown is included below as Figure 4.



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Bridge Housing Potrero Annex  
December 20 Sunrise +1hr.

40' Alternative Shadow Extent  
11.5.2019

FIGURE 4

#### COMPARISON OF PROPOSED PROJECT & ALTERNATE HEIGHT PROJECT

CADP has prepared a brief comparison of the findings for the proposed Project and the proposed Alternate Height Project. A summary of that comparison is set forth in the **Tables 3-4** below.

Table 3. COMPARISON OF NEW SHADOW on POTRERO HILL RECREATION CENTER				
Project	New Shadow	% of New Shadow	Total New Shadow	% of Total Shadow w/proposed project
Proposed Project	13,333,356.54	0.862	168,891,723.70	10.92
Alt. Height Project	5,535,030.73	0.358	161,093,397.89	10.41
<b>Difference</b>	-7,798,325.81	-0.504	-7,798,325.81	-0.51





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**Table 4.  
COMPARISON OF "WORST DAY"**

<b>Project</b>	<b>Date</b>	<b>Duration</b>	<b>Day Net New Totals (SFH)</b>	<b>Maximum Area at Maximum/Largest Shadow by Area</b>
Proposed Project	December 20 <sup>th</sup>	Sunrise + 1 hour till Sunset -1 hour	82,825.80	85,587.16
Alt. Height Project	December 20 <sup>th</sup>	Sunrise + 1 hour till Sunset -1 hour	37,911.48	44,992.24
<b><u>Difference</u></b>	None	None	-44,914.32	-40,594.92

#### **SHADOW COMPARISON EVALUATION**

The proposed Alternate Height Project decreases the net new shadow load on the Potrero Hill Recreation Center compared to the proposed project while also decreasing duration of the shadow and decreasing the number of days with net new shadow cast on the park. Any new shadow cast under either option would occur at a time when the park is already shaded and would only reach the eastern park boundary which consists of a tree grove and non-programmed open space and walkways and the eastern portion of the baseball field. In no case does the shadow reach the playground, tennis courts or basketball courts.

Under either the proposed Project or the Alternate Height Project, the total existing shadow load on the Potrero Hill Recreation Center remains well below 20 percent (i.e., 10.92 percent or 10.41 percent). Under either proposal, the increased shadow load (i.e., 0.862 percent or 0.358 percent) also remains within the 1.0% identified in the 1989 Memorandum for parks larger than 2 acres in size. For all these reasons, while the proposed Project would cast an increased 0.51 percent net new shadow over the Alternate Height Project, the impact on the Potrero Hill Recreation Center remains the same, per the 1989 Memorandum.

A discussion of the proposed Project benefits and any changes to those benefits as a result of an Alternate Height Project is included below.

#### **Proposed Project-Related Public Good**

In order to fully evaluate the potential impacts associated with the Proposed Project, decision-makers weigh the amount and duration of shadow cast by the Proposed Project against the public good or public benefits associated with the Proposed Project. Factors to consider under this criterion are (1) the public interest in terms of a needed use, (2) building design and urban form, (3) impact fees, and (4) other public benefits.

As part of the proposed Project the project applicant would construct 3.62 acres of new public open spaces (including a community garden) and a 25,000-35,000 square foot community center using the Eastern Neighborhood Impact Fees owed by the project. The cost of these improvements is well in excess of the amount of the fee. The Proposed Project would include the development of approximately 970 affordable housing units and the Reduced Development Alternative would develop up to 796 affordable housing units. This includes a one-for-one replacement of 620 existing public housing units that would remain as affordable housing, subsidized by the San Francisco Housing Authority, but under management by and the ownership of the project applicant or related entities. With 57% and 62%, respectively, of the units as affordable housing, the Proposed Project and the Reduced Development Alternative would contribute to the maintenance of the City's supply of affordable housing. The Project would pay San Francisco Unified School District fees and other impact fees owed to the city.





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The Project would provide a number of other public benefits including the following:

- Rationalize the street grid and create more north/south and east/west connections that will bind the neighborhood together physically and socially.
- Economically integrate the neighborhood by replacing all of the existing public housing units, building new affordable rental apartments, and incorporating market-rate homes.
- Create a new main street that will be the hub and heart of the new community.
- Provide community building activities and programs and services that will link low-income families to the services that will help address the problem of intergenerational poverty.
- Provide well-designed useable open space

More than just a physical redevelopment, the Proposed Project is taking a comprehensive approach to improving the health, economic, and educational outcomes for families living in public housing. The project applicant has developed a robust Community Building Initiative focused on providing services and programs that support residents in the areas of education, economic stability, public safety, health and well-being, transportation, and technology access. The Community Building Initiative will also serve to strengthen local community based organizations, which will be long-term partners in implementing programs and services.

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Please direct questions regarding this report directly to Adam Noble.

Regards,

Adam Noble  
President

# Exhibit A



### Potrero HOPE SF - Project

Date	Mirror	Date+Time	Duration	Total Duration / day	ExSF	ExSFHr	NewSF	NewSFHr	Total Day impact (SFHR)
21-Jun	None	06.21 06:46:48	0:06:36		51,932.10	5,712.53	36,665.91	4,033.25	
		06.21 07:00:00	0:13:48		45,631.31	10,495.20	28,568.25	6,570.70	
		06.21 07:15:00	0:15:00		39,210.69	9,802.67	20,974.10	5,243.52	
		06.21 07:30:00	0:15:00		33,875.74	8,468.94	14,813.35	3,703.34	
		06.21 07:45:00	0:15:00		29,357.84	7,339.46	9,427.47	2,356.87	
		06.21 08:00:00	0:15:00		25,618.31	6,404.58	4,921.56	1,230.39	
28-Jun	14-Jun	06.21 08:15:00	0:15:00	1:35	22,379.79	5,594.95	1,484.33	371.08	23,509.15
		06.28 06:48:35	0:06:00		51,866.94	5,186.69	36,785.49	3,678.55	
		06.28 07:00:00	0:13:12		46,510.27	10,232.26	29,845.13	6,565.93	
		06.28 07:15:00	0:15:00		39,938.88	9,984.72	21,963.90	5,490.98	
		06.28 07:30:00	0:15:00		34,446.16	8,611.54	15,616.68	3,904.17	
		06.28 07:45:00	0:15:00		29,839.64	7,459.91	10,120.46	2,530.12	
		06.28 08:00:00	0:15:00		26,032.95	6,508.24	5,492.97	1,373.24	
5-Jul	7-Jul	06.28 08:15:00	0:15:00	1:34:12	22,702.57	5,675.64	1,886.24	471.56	24,014.54
		07.05 06:52:12	0:03:36		51,514.96	3,090.90	36,929.28	2,215.76	
		07.05 07:00:00	0:11:24		47,553.75	9,035.21	31,718.64	6,026.54	
		07.05 07:15:00	0:15:00		40,884.75	10,221.19	23,551.33	5,887.83	
		07.05 07:30:00	0:15:00		35,178.83	8,794.71	16,915.53	4,228.88	
		07.05 07:45:00	0:15:00		30,435.77	7,608.94	11,208.37	2,802.09	
		07.05 08:00:00	0:15:00		26,545.20	6,636.30	6,387.41	1,596.85	
		07.05 08:15:00	0:15:00		23,121.96	5,780.49	2,506.09	626.52	
12-Jul	31-May	07.05 08:30:00	0:15:00	1:45:00	20,116.60	5,029.15	13.48	3.37	23,387.85
		07.12 06:56:24	0:01:48		50,880.14	1,526.40	37,084.55	1,112.54	
		07.12 07:00:00	0:09:00		49,069.28	7,360.39	34,691.30	5,203.70	

19-Jul	07.12 07:15:00	0:15:00	42,037.31	10,509.33	25,819.51	6,454.88
	07.12 07:30:00	0:15:00	36,101.24	9,025.31	18,747.85	4,686.96
	07.12 07:45:00	0:15:00	31,186.67	7,796.67	12,707.93	3,176.98
	07.12 08:00:00	0:15:00	27,115.62	6,778.91	7,579.17	1,894.79
	07.12 08:15:00	0:15:00	23,588.52	5,897.13	3,387.80	846.95
	07.12 08:30:00	0:15:00	1:40:48	20,459.60	297.32	74.33
24-May	07.19 07:01:11	0:07:48	50,095.03	6,512.35	37,429.05	4,865.78
	07.19 07:16:11	0:14:24	42,808.18	10,273.96	28,019.05	6,724.57
	07.19 07:30:00	0:14:24	37,155.20	8,917.25	21,082.69	5,059.85
	07.19 07:45:00	0:15:00	32,032.18	8,008.05	14,571.70	3,642.93
	07.19 08:00:00	0:15:00	27,818.09	6,954.52	9,166.10	2,291.53
	07.19 08:15:00	0:15:00	24,069.82	6,017.46	4,523.39	1,130.85
	07.19 08:30:00	0:15:00	1:36:36	20,837.05	1,055.96	263.99
26-Jul	07.26 07:07:12	0:03:36	49,098.49	2,945.91	37,936.80	2,276.21
	07.26 07:15:00	0:11:24	45,034.43	8,556.54	32,520.72	6,178.94
	07.26 07:30:00	0:15:00	38,322.74	9,580.69	23,829.92	5,957.48
	07.26 07:45:00	0:15:00	33,022.74	8,255.68	16,866.35	4,216.59
	07.26 08:00:00	0:15:00	28,540.79	7,135.20	11,020.89	2,755.22
	07.26 08:15:00	0:15:00	24,633.75	6,158.44	5,960.29	1,490.07
	07.26 08:30:00	0:15:00	21,257.43	5,314.36	2,059.74	514.94
	07.26 08:45:00	0:15:00	1:45:00	18,494.47	4,623.62	0.13
2-Aug	08.02 07:12:36	0:01:12	47,791.15	955.82	38,315.00	766.30
10-May	08.02 07:15:00	0:09:00	46,555.46	6,983.32	36,632.71	5,494.91
	08.02 07:30:00	0:15:00	39,750.40	9,937.60	27,232.70	6,808.18
	08.02 07:45:00	0:15:00	34,130.37	8,532.59	19,526.21	4,881.55
	08.02 08:00:00	0:15:00	29,361.84	7,340.46	13,145.29	3,286.32
	08.02 08:15:00	0:15:00	25,232.12	6,308.03	7,710.98	1,927.75
	08.02 08:30:00	0:15:00	21,702.03	5,425.51	3,231.53	807.88
	08.02 08:45:00	0:15:00	1:40:12	19,649.78	143.29	35.82
				4,912.45		24,008.71
						23,389.57
						23,979.48
						23,451.13

9-Aug	3-May	08.09 07:19:12	0:05:24	46,732.20	4,205.90	38,966.05	3,506.94
		08.09 07:30:00	0:12:36	41,383.77	8,690.59	31,237.60	6,559.90
		08.09 07:45:00	0:15:00	35,424.73	8,856.18	22,632.92	5,658.23
		08.09 08:00:00	0:15:00	30,343.15	7,585.79	15,695.06	3,923.77
		08.09 08:15:00	0:15:00	25,925.11	6,481.28	9,734.02	2,433.51
		08.09 08:30:00	0:15:00	23,078.02	5,769.51	4,740.57	1,185.14
		08.09 08:45:00	0:15:00	21,145.84	5,286.46	940.38	235.09
			1:33:00				23,502.58
16-Aug	26-May	08.16 07:25:12	0:02:24	45,541.44	1,821.66	39,361.47	1,574.46
		08.16 07:30:00	0:10:12	43,322.18	7,364.77	35,956.95	6,112.68
		08.16 07:45:00	0:15:00	36,924.28	9,231.07	26,273.10	6,568.28
		08.16 08:00:00	0:15:00	31,432.31	7,858.08	18,480.74	4,620.19
		08.16 08:15:00	0:15:00	27,626.37	6,906.59	12,088.83	3,022.21
		08.16 08:30:00	0:15:00	25,012.19	6,253.05	6,565.90	1,641.48
		08.16 08:45:00	0:15:00	22,924.74	5,731.19	2,110.17	527.54
		08.16 09:00:00	0:15:00	21,175.30	5,293.83	7.74	1.94
23-Aug	19-Apr	08.23 07:31:48	0:06:36	44,593.57	4,905.29	39,930.89	4,392.40
		08.23 07:45:00	0:13:48	38,483.26	8,851.15	30,344.40	6,979.21
		08.23 08:00:00	0:15:00	33,650.07	8,412.52	21,769.93	5,442.48
		08.23 08:15:00	0:15:00	30,068.55	7,517.14	14,640.10	3,660.03
		08.23 08:30:00	0:15:00	27,230.95	6,807.74	8,634.38	2,158.60
		08.23 08:45:00	0:15:00	24,880.39	6,220.10	3,512.87	878.22
		08.23 09:00:00	0:15:00	22,938.23	5,734.56	198.71	49.68
30-Aug	12-Apr	08.30 07:37:48	0:03:36	43,989.71	2,639.38	40,571.20	2,434.27
		08.30 07:45:00	0:11:24	41,286.41	7,844.42	35,147.38	6,678.00
		08.30 08:00:00	0:15:00	36,737.06	9,184.26	25,478.26	6,369.57
		08.30 08:15:00	0:15:00	32,862.72	8,215.68	17,571.07	4,392.77
		08.30 08:30:00	0:15:00	29,643.92	7,410.98	10,951.99	2,738.00
		08.30 08:45:00	0:15:00	27,065.44	6,766.36	5,270.80	1,317.70
		08.30 09:00:00	0:15:00	24,885.63	6,221.41	941.37	235.34
			1:30:00				24,165.65
6-Sep	5-Apr	09.06 07:44:24	0:07:48	45,683.23	5,938.82	41,631.40	5,412.08







10.04 08:30:00	0:15:00	47,491.34	11,872.84	29,855.62	7,463.90
10.04 08:45:00	0:15:00	43,260.02	10,815.01	19,704.95	4,926.24
10.04 09:00:00	0:15:00	39,742.66	9,935.67	11,390.85	2,847.71
10.04 09:15:00	0:15:00	37,026.88	9,256.72	4,787.25	1,196.81
10.04 09:30:00	0:15:00	34,548.51	8,637.13	568.92	142.23
10.04 16:30:00	0:15:00	56,625.74	14,156.44	6.74	1.69
10.04 16:45:00	0:15:00	65,786.60	16,446.65	52.92	13.23
10.04 17:00:00	0:15:00	2:12:36	19,803.31	29.71	7.43
<b>11-Oct 1-Mar</b>					25,767.95
10.11 08:16:11	0:07:12	58,439.84	7,012.78	50,466.99	6,056.04
10.11 08:30:00	0:14:24	52,899.19	12,695.80	36,261.50	8,702.76
10.11 08:45:00	0:15:00	48,286.43	12,071.61	24,528.15	6,132.04
10.11 09:00:00	0:15:00	44,231.60	11,057.90	14,953.65	3,738.41
10.11 09:15:00	0:15:00	41,024.04	10,256.01	7,448.86	1,862.22
10.11 09:30:00	0:15:00	38,206.41	9,551.60	1,641.60	410.40
10.11 16:00:00	0:15:00	51,785.06	12,946.27	73.64	18.41
10.11 16:15:00	0:15:00	60,222.23	15,055.56	437.61	109.40
10.11 16:30:00	0:15:00	69,153.68	17,288.42	608.11	152.03
10.11 16:45:00	0:15:00	82,386.84	20,596.71	537.71	134.43
10.11 17:00:00	0:15:00	105,580.19	26,395.05	159.77	39.94
10.11 17:15:00	0:15:00	158,353.31	39,588.33	76.64	19.16
10.11 17:30:00	0:11:24	3:03:00	54,049.44	1,179.53	224.11
<b>18-Oct 22-Feb</b>					27,599.35
10.18 08:22:48	0:03:36	61,360.07	3,681.60	53,863.78	3,231.83
10.18 08:30:00	0:10:48	58,770.35	10,578.66	45,070.88	8,112.76
10.18 08:45:00	0:15:00	53,663.82	13,415.95	30,542.11	7,635.53
10.18 09:00:00	0:15:00	49,191.85	12,297.96	19,275.58	4,818.89
10.18 09:15:00	0:15:00	45,483.77	11,370.94	10,633.71	2,658.43
10.18 09:30:00	0:15:00	42,213.30	10,553.33	3,692.60	923.15
10.18 09:45:00	0:15:00	39,642.56	9,910.64	231.91	57.98
10.18 15:15:00	0:15:00	45,814.29	11,453.57	14.98	3.75
10.18 15:30:00	0:15:00	49,162.15	12,290.54	208.95	52.24
10.18 15:45:00	0:15:00	54,581.23	13,645.31	692.24	173.06

10.18 16:00:00	0:15:00	62,356.11	15,589.03	1,188.01	297.00
10.18 16:15:00	0:15:00	72,471.33	18,117.83	1,569.46	392.36
10.18 16:30:00	0:15:00	84,500.25	21,125.06	1,424.42	356.11
10.18 16:45:00	0:15:00	104,950.36	26,237.59	867.23	216.81
10.18 17:00:00	0:15:00	147,382.09	36,845.52	379.20	94.80
10.18 17:15:00	0:13:12	236,385.26	52,004.76	2,734.25	601.54
10.18 17:27:00	0:06:00	321,348.83	32,134.88	52.17	5.22
<b>25-Oct 15-Feb</b>		3:48:36			29,631.44
10.25 07:30:00	0:07:48	64,491.49	8,383.89	58,611.84	7,619.54
10.25 07:45:00	0:15:00	59,329.29	14,832.32	39,056.67	9,764.17
10.25 08:00:00	0:15:00	54,294.15	13,573.54	24,728.36	6,182.09
10.25 08:15:00	0:15:00	50,276.52	12,569.13	14,517.28	3,629.32
10.25 08:30:00	0:15:00	46,564.69	11,641.17	6,522.47	1,630.62
10.25 08:45:00	0:15:00	43,652.20	10,913.05	1,168.79	292.20
10.25 13:45:00	0:15:00	45,467.55	11,366.89	67.15	16.79
10.25 14:00:00	0:15:00	48,082.73	12,020.68	332.51	83.13
10.25 14:15:00	0:15:00	51,823.26	12,955.81	863.99	216.00
10.25 14:30:00	0:15:00	56,454.49	14,113.62	1,451.38	362.85
10.25 14:45:00	0:15:00	64,104.31	16,026.08	2,142.87	535.72
10.25 15:00:00	0:15:00	73,781.91	18,445.48	2,625.16	656.29
10.25 15:15:00	0:15:00	86,267.67	21,566.92	2,637.40	659.35
10.25 15:30:00	0:15:00	103,033.91	25,758.48	1,962.38	490.60
10.25 15:45:00	0:15:00	139,657.63	34,914.41	1,232.70	308.18
10.25 16:00:00	0:15:00	206,615.77	51,653.94	5,771.07	1,442.77
10.25 16:15:00	0:09:00	305,740.65	45,861.10	138.55	20.78
10.25 16:18:00	0:01:48	315,992.16	9,479.77	175.99	5.28
<b>1-Nov 8-Feb</b>		4:03:36			33,915.65
11.01 07:36:35	0:04:12	67,466.40	4,722.65	63,826.22	4,467.84
11.01 07:45:00	0:11:24	64,449.80	12,245.46	50,783.78	9,648.92
11.01 08:00:00	0:15:00	59,512.27	14,878.07	32,361.95	8,090.49
11.01 08:15:00	0:15:00	55,236.02	13,809.01	19,605.85	4,901.46
11.01 08:30:00	0:15:00	51,198.92	12,799.73	10,049.56	2,512.39
11.01 08:45:00	0:15:00	47,898.00	11,974.50	2,985.89	746.47

11.01 09:00:00	0:15:00	44,902.12	11,225.53	3.50	0.87
11.01 13:00:00	0:15:00	43,108.25	10,777.06	15.23	3.81
11.01 13:15:00	0:15:00	45,289.81	11,322.45	164.26	41.07
11.01 13:30:00	0:15:00	47,396.73	11,849.18	455.34	113.83
11.01 13:45:00	0:15:00	50,382.86	12,595.72	982.81	245.70
11.01 14:00:00	0:15:00	53,533.01	13,383.25	1,511.29	377.82
11.01 14:15:00	0:15:00	58,207.68	14,551.92	2,295.15	573.79
11.01 14:30:00	0:15:00	64,576.37	16,144.09	2,996.37	749.09
11.01 14:45:00	0:15:00	74,417.24	18,604.31	3,776.73	944.18
11.01 15:00:00	0:15:00	85,679.78	21,419.94	3,957.72	989.43
11.01 15:15:00	0:15:00	101,951.24	25,487.81	3,435.73	858.93
11.01 15:30:00	0:15:00	130,911.67	32,727.92	2,429.70	607.43
11.01 15:45:00	0:15:00	181,471.02	45,367.76	5,512.19	1,378.05
11.01 16:00:00	0:12:36	275,715.28	57,900.21	3,183.35	668.50
11.01 16:10:12	0:05:24	309,865.12	27,887.86	2,374.78	213.73
4:48:36					
11.08 07:43:48	0:00:36	70,138.74	701.39	68,731.80	687.32
11.08 07:45:00	0:07:48	69,828.44	9,077.70	66,910.71	8,698.39
11.08 08:00:00	0:15:00	64,605.58	16,151.39	43,681.41	10,920.35
11.08 08:15:00	0:15:00	60,216.74	15,054.19	26,924.90	6,731.22
11.08 08:30:00	0:15:00	55,916.03	13,979.01	14,772.41	3,693.10
11.08 08:45:00	0:15:00	52,263.86	13,065.97	6,216.91	1,554.23
11.08 09:00:00	0:15:00	48,973.17	12,243.29	829.54	207.38
11.08 09:15:00	0:15:00	46,449.11	11,612.28	14.48	3.62
11.08 12:00:00	0:15:00	40,633.36	10,158.34	0.25	0.06
11.08 12:15:00	0:15:00	42,069.76	10,517.44	27.46	6.87
11.08 12:30:00	0:15:00	43,306.96	10,826.74	85.63	21.41
11.08 12:45:00	0:15:00	45,161.49	11,290.37	302.06	75.52
11.08 13:00:00	0:15:00	46,873.24	11,718.31	586.64	146.66
11.08 13:15:00	0:15:00	49,304.19	12,326.05	1,101.89	275.47
11.08 13:30:00	0:15:00	51,733.64	12,933.41	1,561.22	390.31
11.08 13:45:00	0:15:00	55,230.53	13,807.63	2,290.90	572.73
38,133.80					

8-Nov 1-Feb



15-Nov 25-Jan Longest impact day	11.08 14:00:00	0:15:00	58,998.77	14,749.69	2,942.95	735.74
	11.08 14:15:00	0:15:00	64,733.39	16,183.35	3,874.84	968.71
	11.08 14:30:00	0:15:00	72,905.70	18,226.42	4,667.93	1,166.98
	11.08 14:45:00	0:15:00	84,741.15	21,185.29	5,382.88	1,345.72
	11.08 15:00:00	0:15:00	98,357.75	24,589.44	5,067.09	1,266.77
	11.08 15:15:00	0:15:00	122,373.90	30,593.47	3,972.69	993.17
	11.08 15:30:00	0:15:00	163,195.23	40,798.81	3,839.89	959.97
	11.08 15:45:00	0:15:00	241,131.82	60,282.96	9,989.40	2,497.35
	11.08 16:00:00	0:09:00	291,200.15	43,680.02	5,035.64	755.35
	11.08 16:03:00	0:01:48	302,795.70	9,083.87	5,728.88	171.87
44,846.26						
	11.15 07:51:00	0:04:48	72,823.07	5,825.85	73,939.18	5,915.14
	11.15 08:00:00	0:12:00	69,636.47	13,927.30	57,807.01	11,561.40
	11.15 08:15:00	0:15:00	64,813.52	16,203.38	37,023.64	9,255.91
	11.15 08:30:00	0:15:00	60,472.87	15,118.22	21,609.67	5,402.42
	11.15 08:45:00	0:15:00	56,646.96	14,161.74	10,932.27	2,733.07
	11.15 09:00:00	0:15:00	52,992.30	13,248.08	3,371.82	842.96
	11.15 09:15:00	0:15:00	50,152.20	12,538.05	459.08	114.77
	11.15 09:30:00	0:15:00	47,534.53	11,883.63	164.51	41.13
	11.15 09:45:00	0:15:00	45,872.71	11,468.18	85.38	21.34
	11.15 10:00:00	0:15:00	44,379.89	11,094.97	41.44	10.36
	11.15 10:15:00	0:15:00	43,405.31	10,851.33	33.20	8.30
	11.15 10:30:00	0:15:00	42,475.92	10,618.98	20.47	5.12
	11.15 10:45:00	0:15:00	42,167.12	10,541.78	27.71	6.93
	11.15 11:00:00	0:15:00	41,779.19	10,444.80	31.70	7.93
	11.15 11:15:00	0:15:00	41,942.95	10,485.74	58.91	14.73
	11.15 11:30:00	0:15:00	42,013.35	10,503.34	80.13	20.03
	11.15 11:45:00	0:15:00	42,646.67	10,661.67	171.50	42.88
	11.15 12:00:00	0:15:00	43,534.87	10,883.72	255.13	63.78
	11.15 12:15:00	0:15:00	45,078.12	11,269.53	511.00	127.75
	11.15 12:30:00	0:15:00	46,419.66	11,604.91	751.40	187.85

11.15 12:45:00	0:15:00	48,413.99	12,103.50	1,198.25	299.56
11.15 13:00:00	0:15:00	50,334.43	12,583.61	1,606.40	401.60
11.15 13:15:00	0:15:00	53,059.45	13,264.86	2,256.45	564.11
11.15 13:30:00	0:15:00	55,908.29	13,977.07	2,825.87	706.47
11.15 13:45:00	0:15:00	59,767.15	14,941.79	3,647.17	911.79
11.15 14:00:00	0:15:00	64,017.94	16,004.48	4,398.57	1,099.64
11.15 14:15:00	0:15:00	71,111.07	17,777.77	5,489.48	1,372.37
11.15 14:30:00	0:15:00	81,082.74	20,270.69	6,328.00	1,582.00
11.15 14:45:00	0:15:00	94,912.03	23,728.01	6,656.27	1,664.07
11.15 15:00:00	0:15:00	112,412.70	28,103.18	5,803.27	1,450.82
11.15 15:15:00	0:15:00	145,389.51	36,347.38	4,826.95	1,206.74
11.15 15:30:00	0:15:00	192,616.98	48,154.25	9,745.76	2,436.44
11.15 15:45:00	0:13:48	262,298.64	60,328.69	8,279.40	1,904.26
11.15 15:57:36	0:06:36	298,523.19	32,837.55	9,111.68	1,002.29
22-Nov 18-Jan	11.22 07:57:36	75,323.91	1,506.48	77,720.41	1,554.41
	11.22 08:00:00	74,596.47	11,189.47	73,756.45	11,063.47
	11.22 08:15:00	69,410.80	17,352.70	49,527.36	12,381.84
	11.22 08:30:00	64,488.00	16,122.00	29,875.84	7,468.96
	11.22 08:45:00	60,762.69	15,190.67	17,077.29	4,269.32
	11.22 09:00:00	56,762.54	14,190.64	7,244.91	1,811.23
	11.22 09:15:00	53,741.45	13,435.36	1,896.98	474.24
	11.22 09:30:00	50,897.86	12,724.47	962.09	240.52
	11.22 09:45:00	48,964.19	12,241.05	720.45	180.11
	11.22 10:00:00	47,254.94	11,813.73	486.54	121.64
	11.22 10:15:00	46,230.18	11,557.55	427.38	106.84
	11.22 10:30:00	45,168.48	11,292.12	349.74	87.44
	11.22 10:45:00	44,745.35	11,186.34	384.69	96.17
	11.22 11:00:00	44,237.84	11,059.46	382.94	95.74
	11.22 11:15:00	44,377.64	11,094.41	500.77	125.19
	11.22 11:30:00	44,499.46	11,124.87	564.68	141.17
	11.22 11:45:00	45,142.27	11,285.57	781.86	195.46
52,985.93					

11.22 12:00:00	0:15:00	46,041.96	11,510.49	952.36	238.09
11.22 12:15:00	0:15:00	47,668.33	11,917.08	1,354.02	338.51
11.22 12:30:00	0:15:00	49,084.01	12,271.00	1,640.85	410.21
11.22 12:45:00	0:15:00	51,273.81	12,818.45	2,161.59	540.40
11.22 13:00:00	0:15:00	53,311.83	13,327.96	2,608.19	652.05
11.22 13:15:00	0:15:00	56,352.89	14,088.22	3,351.10	837.78
11.22 13:30:00	0:15:00	59,410.67	14,852.67	3,980.18	995.05
11.22 13:45:00	0:15:00	63,595.05	15,898.76	4,913.32	1,228.33
11.22 14:00:00	0:15:00	68,381.56	17,095.39	5,811.76	1,452.94
11.22 14:15:00	0:15:00	76,821.47	19,205.37	7,027.48	1,756.87
11.22 14:30:00	0:15:00	88,729.82	22,182.45	7,795.36	1,948.84
11.22 14:45:00	0:15:00	104,726.69	26,181.67	7,745.43	1,936.36
11.22 15:00:00	0:15:00	125,512.06	31,378.02	6,450.82	1,612.71
11.22 15:15:00	0:15:00	165,800.18	41,450.04	6,500.75	1,625.19
11.22 15:30:00	0:15:00	225,067.80	56,266.95	16,579.77	4,144.94
11.22 15:45:00	0:12:00	265,296.26	53,059.25	9,945.22	1,989.04
11.22 15:54:00	0:04:48	294,535.52	23,562.84	12,107.55	968.60
7:57:00					
11.29 08:04:12	0:05:24	77,596.59	6,983.69	81,008.60	7,290.77
11.29 08:15:00	0:12:36	74,368.06	15,617.29	62,142.68	13,049.96
11.29 08:30:00	0:15:00	68,340.12	17,085.03	39,979.07	9,994.77
11.29 08:45:00	0:15:00	64,296.53	16,074.13	23,999.17	5,999.79
11.29 09:00:00	0:15:00	60,396.73	15,099.18	12,352.45	3,088.11
11.29 09:15:00	0:15:00	57,025.65	14,256.41	4,915.82	1,228.95
11.29 09:30:00	0:15:00	53,803.11	13,450.78	2,002.57	500.64
11.29 09:45:00	0:15:00	51,733.89	12,933.47	1,611.65	402.91
11.29 10:00:00	0:15:00	49,814.19	12,453.55	1,269.89	317.47
11.29 10:15:00	0:15:00	48,714.05	12,178.51	1,181.77	295.44
11.29 10:30:00	0:15:00	47,556.99	11,889.25	1,025.50	256.38
11.29 10:45:00	0:15:00	46,978.59	11,744.65	1,048.22	262.05
11.29 11:00:00	0:15:00	46,351.51	11,587.88	1,013.52	253.38
11.29 11:15:00	0:15:00	46,426.65	11,606.66	1,182.77	295.69
29-Nov 11-Jan					63,089.64



11.29 11:30:00	0:15:00	46,514.77	11,628.69	1,261.41	315.35
11.29 11:45:00	0:15:00	47,110.65	11,777.66	1,497.06	374.27
11.29 12:00:00	0:15:00	47,980.62	11,995.16	1,691.78	422.94
11.29 12:15:00	0:15:00	49,684.88	12,421.22	2,127.39	531.85
11.29 12:30:00	0:15:00	51,329.73	12,832.43	2,478.13	619.53
11.29 12:45:00	0:15:00	53,572.20	13,393.05	3,011.85	752.96
11.29 13:00:00	0:15:00	55,772.99	13,943.25	3,494.39	873.60
11.29 13:15:00	0:15:00	58,894.92	14,723.73	4,278.00	1,069.50
11.29 13:30:00	0:15:00	62,161.15	15,540.29	4,989.96	1,247.49
11.29 13:45:00	0:15:00	66,539.75	16,634.94	6,004.23	1,501.06
11.29 14:00:00	0:15:00	71,902.91	17,975.73	7,029.48	1,757.37
11.29 14:15:00	0:15:00	81,337.37	20,334.34	8,267.92	2,066.98
11.29 14:30:00	0:15:00	94,633.94	23,658.49	8,946.42	2,236.61
11.29 14:45:00	0:15:00	112,086.93	28,021.73	8,614.66	2,153.67
11.29 15:00:00	0:15:00	136,873.70	34,218.43	7,263.63	1,815.91
11.29 15:15:00	0:15:00	180,108.01	45,027.00	8,598.93	2,149.73
11.29 15:30:00	0:15:00	238,204.85	59,551.21	15,560.26	3,890.06
11.29 15:45:00	0:10:48	269,378.79	48,488.18	12,984.02	2,337.12
11.29 15:51:36	0:03:00	291,540.65	14,577.03	14,549.24	727.46
6-Dec 4-Jan		7:46:48			70,079.79
12.06 08:10:12	0:02:24	79,319.57	3,172.78	83,354.42	3,334.18
12.06 08:15:00	0:10:12	77,852.96	13,235.00	74,491.63	12,663.58
12.06 08:30:00	0:15:00	72,427.39	18,106.85	50,215.86	12,553.96
12.06 08:45:00	0:15:00	67,344.82	16,836.21	31,515.69	7,878.92
12.06 09:00:00	0:15:00	63,278.02	15,819.50	17,399.32	4,349.83
12.06 09:15:00	0:15:00	59,830.56	14,957.64	8,338.06	2,084.52
12.06 09:30:00	0:15:00	56,484.20	14,121.05	3,222.54	805.64
12.06 09:45:00	0:15:00	54,063.98	13,516.00	2,395.75	598.94
12.06 10:00:00	0:15:00	51,952.32	12,988.08	1,993.09	498.27
12.06 10:15:00	0:15:00	50,739.09	12,684.77	1,867.02	466.76
12.06 10:30:00	0:15:00	49,433.50	12,358.38	1,662.57	415.64
12.06 10:45:00	0:15:00	48,771.22	12,192.81	1,683.04	420.76

12.06 11:00:00	0:15:00	47,997.35	11,999.34	1,613.39	403.35
12.06 11:15:00	0:15:00	48,016.32	12,004.08	1,790.88	447.72
12.06 11:30:00	0:15:00	48,078.23	12,019.56	1,879.25	469.81
12.06 11:45:00	0:15:00	48,718.30	12,179.57	2,129.64	532.41
12.06 12:00:00	0:15:00	49,651.18	12,412.80	2,329.35	582.34
12.06 12:15:00	0:15:00	51,275.81	12,818.95	2,743.74	685.94
12.06 12:30:00	0:15:00	52,849.26	13,212.32	3,085.24	771.31
12.06 12:45:00	0:15:00	55,153.39	13,788.35	3,639.43	909.86
12.06 13:00:00	0:15:00	57,412.84	14,353.21	4,154.43	1,038.61
12.06 13:15:00	0:15:00	60,574.47	15,143.62	4,974.23	1,243.56
12.06 13:30:00	0:15:00	63,897.36	15,974.34	5,713.15	1,428.29
12.06 13:45:00	0:15:00	68,456.45	17,114.11	6,796.57	1,699.14
12.06 14:00:00	0:15:00	74,157.62	18,539.40	7,915.68	1,978.92
12.06 14:15:00	0:15:00	84,138.53	21,034.63	9,153.37	2,288.34
12.06 14:30:00	0:15:00	98,156.29	24,539.07	9,742.51	2,435.63
12.06 14:45:00	0:15:00	116,673.23	29,168.31	9,370.31	2,342.58
12.06 15:00:00	0:15:00	143,612.85	35,903.21	8,096.17	2,024.04
12.06 15:15:00	0:15:00	186,346.40	46,586.60	10,280.23	2,570.06
12.06 15:30:00	0:15:00	240,876.70	60,219.17	17,030.61	4,257.65
12.06 15:45:00	0:10:12	269,221.52	45,767.66	15,065.98	2,561.22
12.06 15:51:00	0:03:00	288,965.66	14,448.28	16,286.95	814.35
13-Dec 27-Dec		7:40:48			77,556.09
12.13 08:15:36	0:07:12	80,559.01	9,667.08	85,402.68	10,248.32
12.13 08:30:00	0:15:00	75,929.28	18,982.32	59,328.29	14,832.07
12.13 08:45:00	0:15:00	69,935.04	17,483.76	38,614.56	9,653.64
12.13 09:00:00	0:15:00	65,416.89	16,354.22	22,422.98	5,605.74
12.13 09:15:00	0:15:00	61,989.40	15,497.35	11,651.97	2,912.99
12.13 09:30:00	0:15:00	58,424.86	14,606.22	4,740.82	1,185.21
12.13 09:45:00	0:15:00	55,833.90	13,958.47	3,103.46	775.87
12.13 10:00:00	0:15:00	53,591.42	13,397.86	2,521.32	630.33
12.13 10:15:00	0:15:00	52,195.71	13,048.93	2,345.82	586.46
12.13 10:30:00	0:15:00	50,769.80	12,692.45	2,099.18	524.80

[illegible]



12.20 10:30:00	0:15:00	51,489.50	12,872.37	2,301.39	575.35
12.20 10:45:00	0:15:00	50,641.74	12,660.43	2,282.66	570.67
12.20 11:00:00	0:15:00	49,747.04	12,436.76	2,200.78	550.20
12.20 11:15:00	0:15:00	49,501.65	12,375.41	2,323.11	580.78
12.20 11:30:00	0:15:00	49,323.41	12,330.85	2,376.78	594.19
12.20 11:45:00	0:15:00	49,921.04	12,480.26	2,625.91	656.48
12.20 12:00:00	0:15:00	50,429.05	12,607.26	2,753.98	688.49
12.20 12:15:00	0:15:00	52,125.32	13,031.33	3,179.60	794.90
12.20 12:30:00	0:15:00	53,611.89	13,402.97	3,506.63	876.66
12.20 12:45:00	0:15:00	55,904.54	13,976.14	4,070.80	1,017.70
12.20 13:00:00	0:15:00	58,075.87	14,518.97	4,567.08	1,141.77
12.20 13:15:00	0:15:00	61,156.87	15,289.22	5,387.13	1,346.78
12.20 13:30:00	0:15:00	64,399.63	16,099.91	6,133.54	1,533.38
12.20 13:45:00	0:15:00	68,831.65	17,207.91	7,234.68	1,808.67
12.20 14:00:00	0:15:00	74,055.02	18,513.75	8,319.34	2,079.84
12.20 14:15:00	0:15:00	83,320.72	20,830.18	9,658.13	2,414.53
12.20 14:30:00	0:15:00	97,202.43	24,300.61	10,424.26	2,606.07
12.20 14:45:00	0:15:00	115,744.09	28,936.02	10,328.90	2,582.23
12.20 15:00:00	0:15:00	139,659.38	34,914.85	9,051.27	2,262.82
12.20 15:15:00	0:15:00	179,809.95	44,952.49	10,193.85	2,548.46
12.20 15:30:00	0:15:00	233,557.40	58,389.35	18,993.49	4,748.37
12.20 15:45:00	0:12:36	262,050.00	55,030.50	15,704.55	3,297.96
12.20 15:54:36	0:04:48	7:34:48	287,152.31	22,972.19	1,423.58
		29,707,415.47	6,342,031.48	5,312,287.59	987,551.07
					82,825.80

# Exhibit B



## Potrero HOPE SF – Project Summary of Results

### Existing Shadow

Annual Available Sunlight (TAAS), based on City's AAS Factor	1,546,911,552.00	sqfthr
Annual Existing Shadows on Park	155,558,367.16	sqfthr
<b>Percentage of Existing Shadow on Park against TAAS</b>	<b>10.06%</b>	

### Shadow Increase Without Existing Conditions

CAPD annualized net new shadow	13,333,356.54	sqfthr
Annual Available Sunlight (TAAS), based on City's AAS Factor	1,546,911,552.00	sqfthr
<b>Annual Shadow Increase as a Percentage of AAS</b>	<b>0.86193%</b>	

### Shadow Increase With Existing Conditions

CAPD annualized net new shadow	13,333,356.54	sqfthr
Annual Available Sunlight as calculated with Existing Conditions	1,463,884,815.24	Sqfthr
<b>Annual Shadow Increase as a Percentage of AAS</b>	<b>0.91082%</b>	

### CADP Data

ProcessBegun	2013.10.17 10:08:14
ExistingBuildingSet	Potrero_EX_ALL2.DXF
ProposedBuildingSet	Potrero_PR_Aug2013_corrected.DXF
ProjectionAngleDataUsed	test_full.csv
ParkOutlineSet	Potrero_Rec_PK.DXF
ParkArea	438753.241
PixelArea	0.25
Accuracy	0.25
Height * Width of canvas	1105x1802
InitialTableSize	1146
SecondTableSize	413
ElapsedTime	787.257
TotalExistingSfHrShadow	11521617.35
TotalProposedNewSfHrShadow	987551.065
TotalSunnySfHrShadowWithoutProposedStructure	109411938.6
TotalSunnySfHrShadowRemainingAfterProposedStructure	108424387.5
PercentageIncreaseShadowWithProposal	8.571
PercentageDecreaseSunlightWithProposal	0.903



# Exhibit C

Exhibit C.1  
to  
C.7

## EXHIBIT C.1



Bridge Housing Potrero Annex  
December 20 10:00am

— 40' Alternative Shadow Extent

CA  
11.5.2013

## EXHIBIT C.2

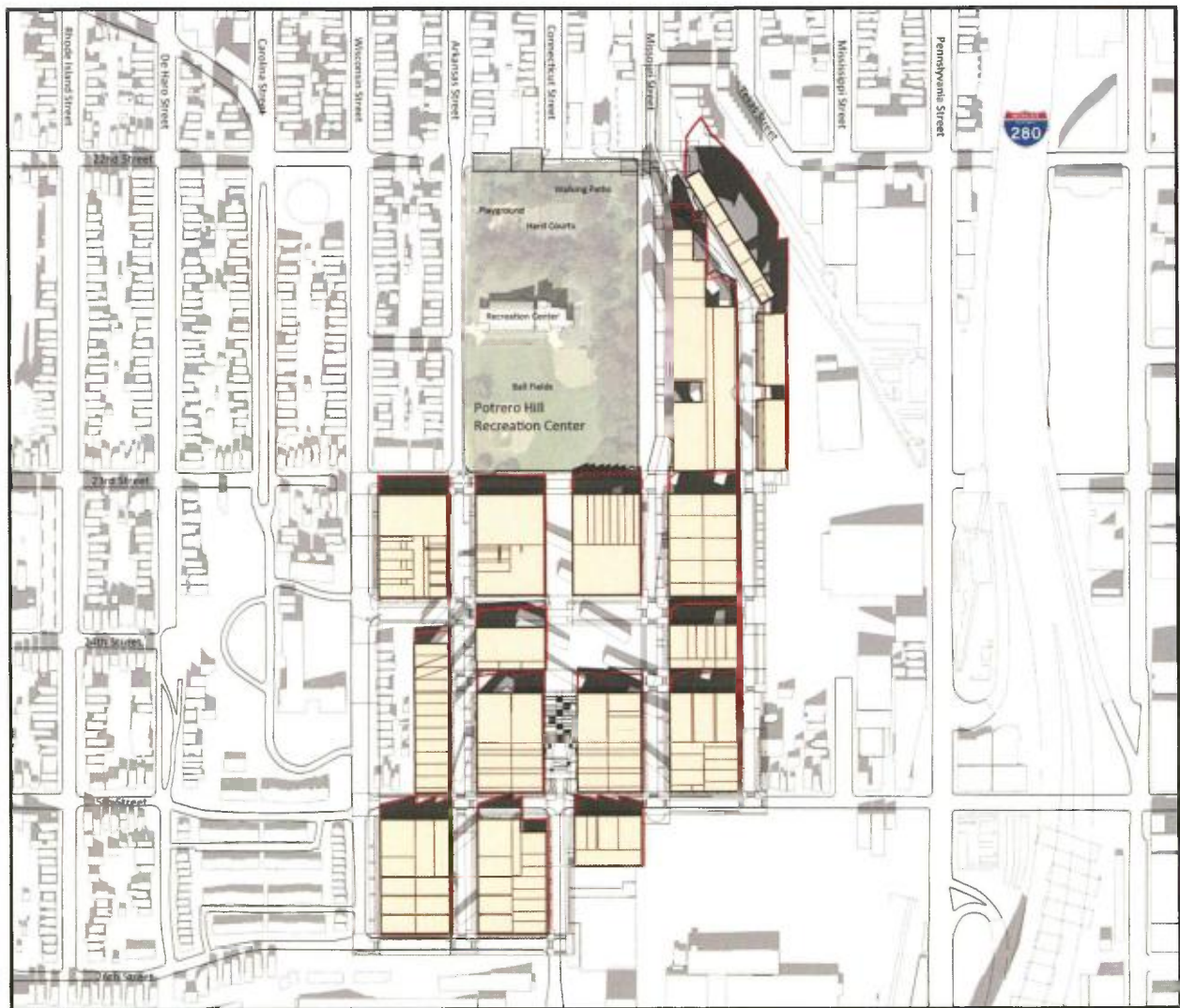




Bridge Housing Potrero Annex  
December 20 11:00am

40' Alternative Shadow Extent  
CA 11.5.2013

## EXHIBIT C.3



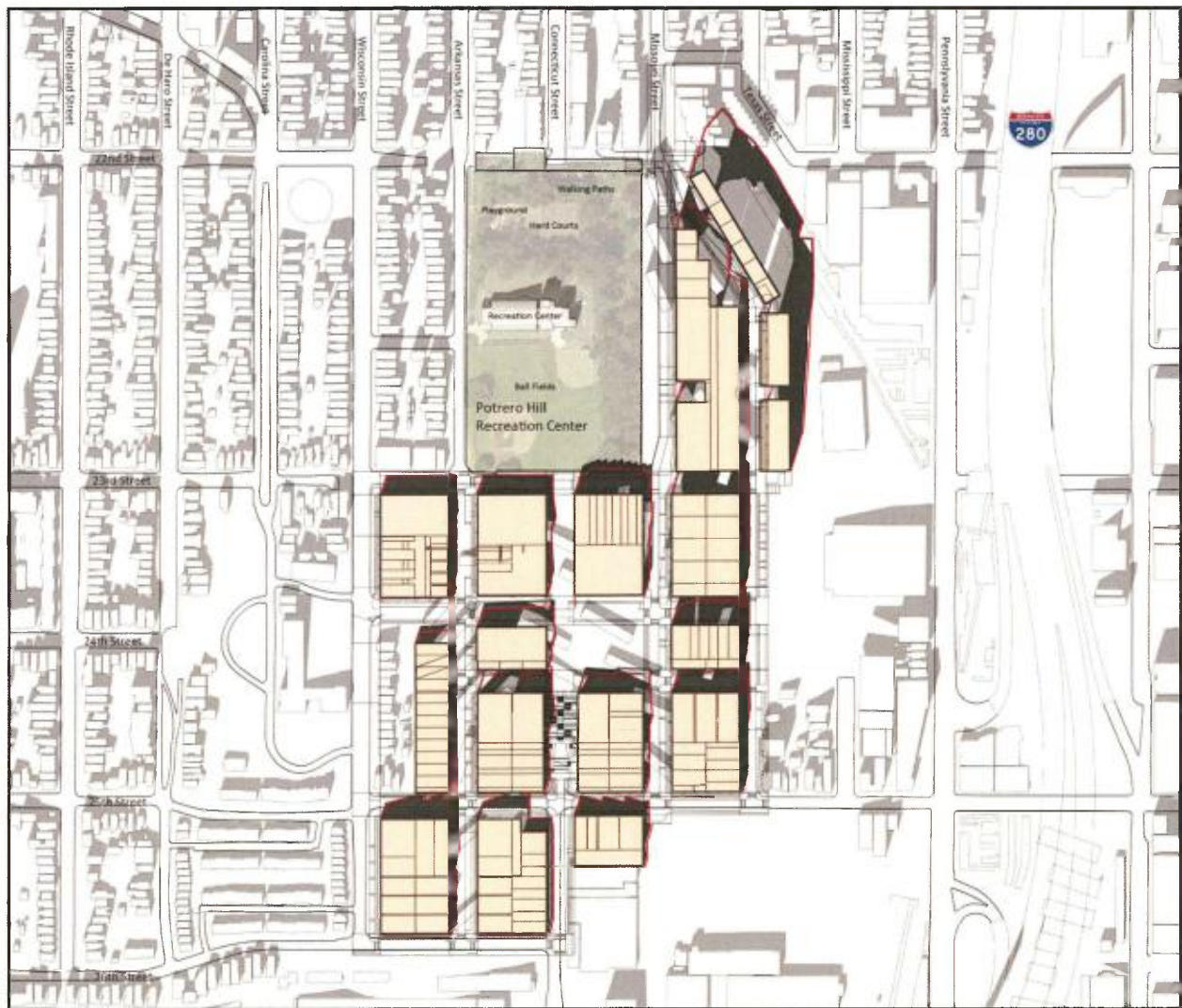
Bridge Housing Potrero Annex  
December 20 12:00 noon

— 40' Alternative Shadow Extent

CA  
11.5.2013

## EXHIBIT C.4



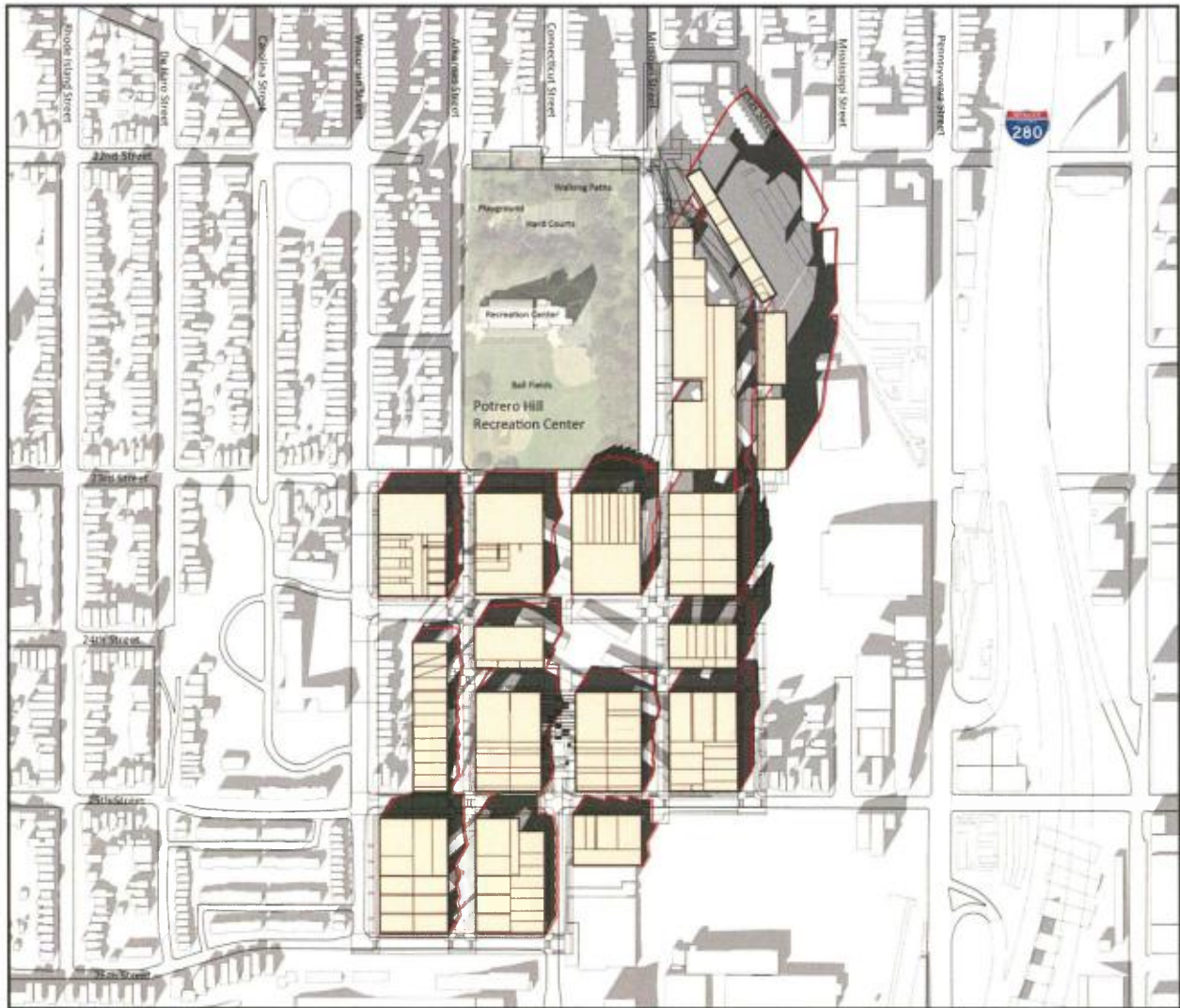


Bridge Housing Potrero Annex  
December 20 1:00pm

— 40' Alternative Shadow Extent

CA  
11.5.2013

## EXHIBIT C.5

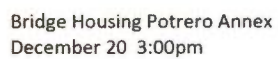


Bridge Housing Potrero Annex  
December 20 2:00pm

40' Alternative Shadow Extent  
11.5.2013

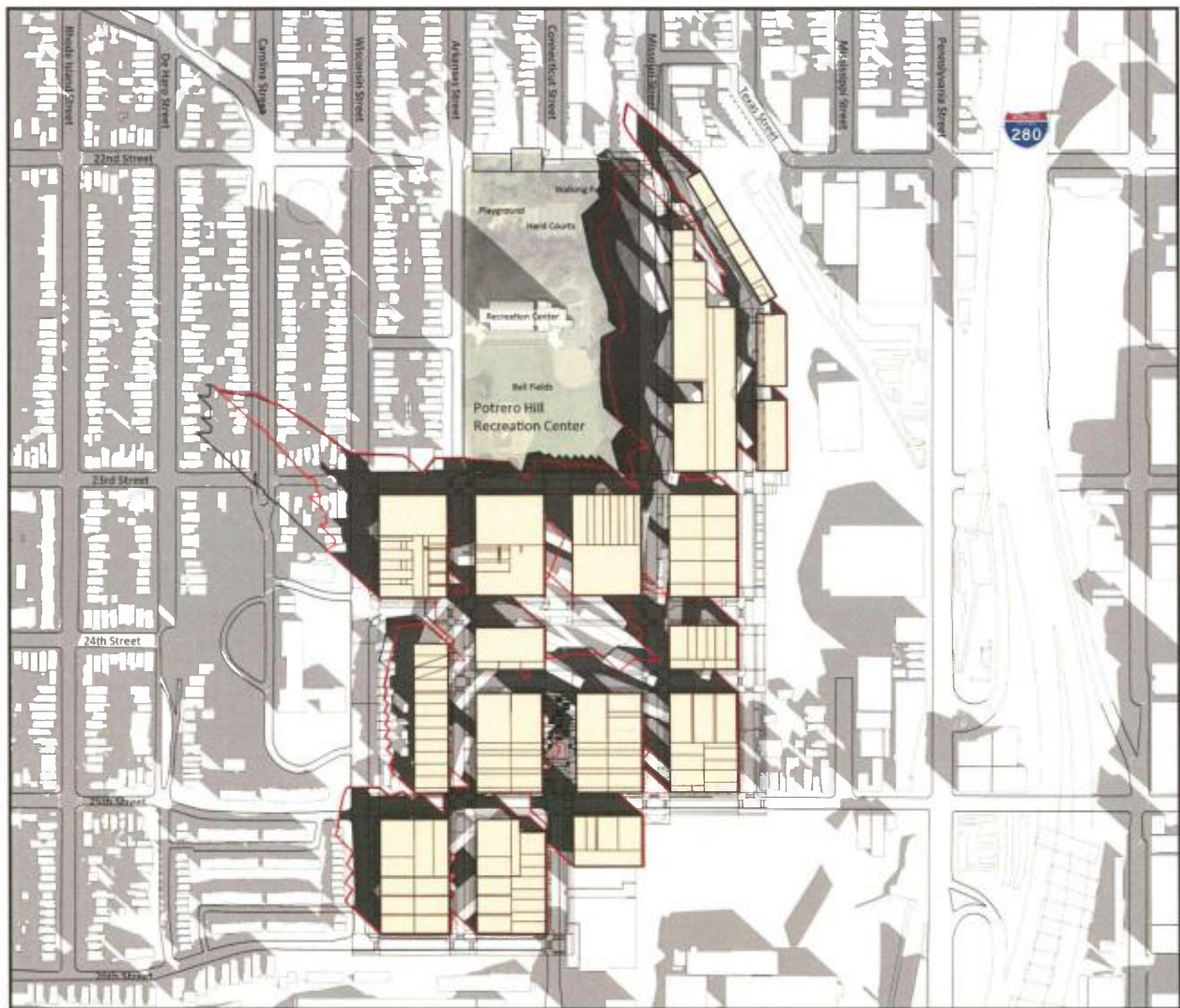
## EXHIBIT C.6





CA  
D  
11.5.2013

## EXHIBIT C.7



Bridge Housing Potrero Annex  
December 20 Sunrise +1hr.

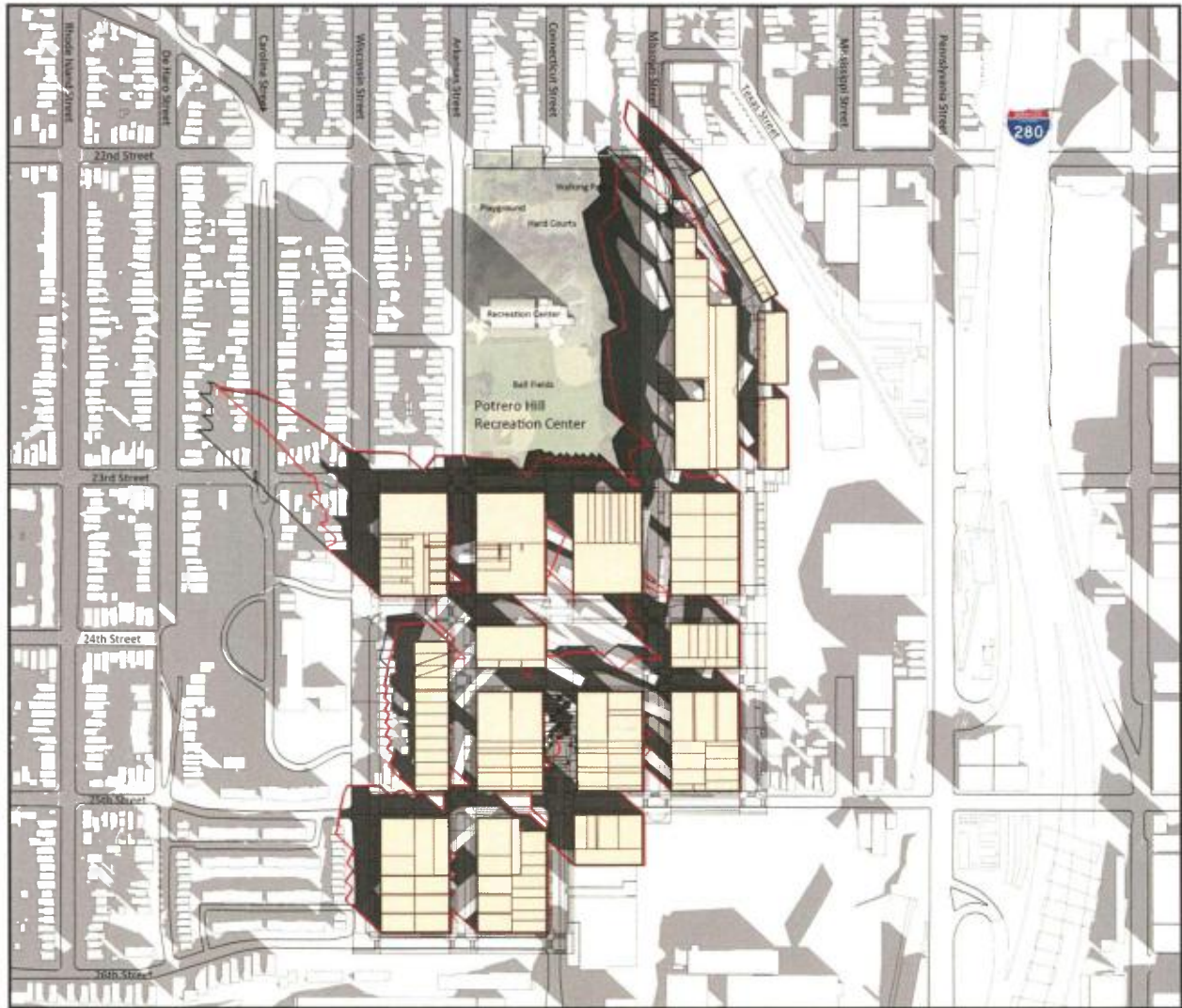
— 40' Alternative Shadow Extent

CA  
11.5.2013

## EXHIBIT C.8

# Exhibit C.9





Bridge Housing Potrero Annex  
December 20 Sunrise +1hr. (8:20am)

— 40' Alternative Shadow Extent

CA  
11.5.2013

## Exhibit C.9



# Exhibit D

**POTRERO HILL RECREATION CENTER**  
**Spring 2014 Activities**

<b>ACTIVITY</b>	<b>COURSE TITLE</b>	<b>COURSE#</b>	<b>DAY</b>	<b>DATE</b>	<b>TIME</b>	<b>AGE</b>	<b>FEES</b>
Tot Gym for Littlest Tots	Simply Fun	35223	Th	3/27-5/15	10-11:30AM	1Y-42M	\$48
Soccer - Rec and Tot	Soccer - Rec and Tot	35405	W	3/26-5/14	9:30-10:30AM		
	2-3Y	\$40					
Tennis - Rec 'N' Tot	Quickstart Tennis	34818	Th	3/20-5/29	4:15-4:45PM	4-5Y	\$110
Tennis - Rec 'N' Tot	Quickstart Tennis	34819	Th	3/20-5/29	3:45-4:15PM	4-5Y	\$110
Tennis - Rec 'N' Tot	Quickstart Tennis	34821	Tu	3/18-5/27	4:15-4:45PM	4-5Y	\$110
Tennis - Rec 'N' Tot	Quickstart Tennis	34822	Tu	3/18-5/27	3:45-4:15PM	4-5Y	\$110
Tot Picasso	Tot Picasso	35236	Tu	3/25-5/13	10-10:45AM	18M-4Y	\$32
Wiggle Worms	Wiggle Worms	34972	W	3/19-5/7	10:30-11:15AM	2-4Y	\$56

# Exhibit E



## Potrero HOPE SF - Alternate Height Project

### Summary of Results

#### Existing Shadow

Annual Available Sunlight (TAAS), based on City's AAS Factor	1,546,911,552.00	sqfthr
CADP Annual Existing Shadows on Park	155,380,998.98	sqfthr
<b>Percentage of Existing Shadow on Park against TAAS</b>	<b>10.04%</b>	

#### Shadow Increase Without Existing Conditions

cadp annualized net new shadow	5,535,030.73	sqfthr
Annual Available Sunlight (TAAS), based on City's AAS Factor	1,546,911,552.00	sqfthr
<b>Annual Shadow Increase as a Percentage of AAS</b>	<b>0.35781%</b>	

#### Shadow Increase With Existing Conditions

cadp annualized net new shadow	5,535,030.73	sqfthr
Annual Available Sunlight as calculated with Existing Conditions	1,463,884,815.24	sqfthr
<b>Annual Shadow Increase as a Percentage of AAS</b>	<b>0.37811%</b>	

#### CADP DATA

ProcessBegun	2013.11.04 18:39:55
ExistingBuildingSet	Potrero_EX_ALL2.DXF
ProposedBuildingSet	Potrero_PR_Aug2013_40ft_corrected.DXF
ProjectionAngleDataUsed	test_full.csv
ParkOutlineSet	Potrero_Rec_PK.DXF
ParkArea	438753.241
PixelArea	0.25
Accuracy	0.25
Height * Width of canvas	1105x1802
InitialTableSize	1146
SecondTableSize	286
ElapsedTime	471.497
TotalExistingSfHrShadow	11521617.35
TotalProposedNewSfHrShadow	409958.694
TotalSunnySfHrShadowWithoutProposedStructure	109411938.6
TotalSunnySfHrShadowRemainingAfterProposedStructure	109001979.9
PercentageIncreaseShadowWithProposal	3.558
PercentageDecreaseSunlightWithProposal	0.375